

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY LEASE/GRANT

SERIAL NUMBER CACA-49502

1. As authorized by the Record of Decision for the Ivanpah Solar Electric Generating System Construction Logistics Area, dated October 7, 2010, a right-of-way lease/grant is hereby issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) and the Bureau of Land Management right-of-way regulations (43 CFR Part 2800).

2. Nature of Interest:

a. By this instrument, each of the following, as tenants in common (collectively the “holder” or “SP Entities”):

Solar Partners I, LLC
1999 Harrison Street, Suite 2150
Oakland, CA 94612
Attention: Chief Financial Officer
Telephone: (510) 550-8151
Facsimile: (510) 550-8165

Solar Partners II, LLC
1999 Harrison Street, Suite 2150
Oakland, CA 94612
Attention: Chief Financial Officer
Telephone: (510) 550-8151
Facsimile: (510) 550-8165

Solar Partners VIII, LLC:
1999 Harrison Street, Suite 2150
Oakland, CA 94612
Attention: Chief Financial Officer
Telephone: (510) 550-8151
Facsimile: (510) 550-8165

receives a collective and undivided right to use and occupy the following described public lands to construct, operate, maintain, and decommission a Construction Logistics Area and ancillary facilities related to the Ivanpah Solar Electric Generating System project as described in the approved Plan of Development (POD):

See attached legal description and map (Exhibit A).

- b. The instrument issued herein consists of a Construction Logistics Area and common shared facilities necessary for the construction, operation, and termination of the Ivanpah Solar Electric Generating System project including but not limited to the following facilities, shared administration complex, construction staging and laydown areas, two water wells and water pipeline, Natural Gas supply pipeline (authorized pursuant to the Mineral Leasing Act (30 U.S.C. 185), access roads, electric distribution lines, and electric generation tie lines and substation area containing and contains 245.89 acres, more or less.
- c. This instrument shall expire on 12/31/2039 unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed by the Authorized Officer. The holder is required to submit an application for renewal at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations. 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 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.
- f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR 2805.15(a). The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way.
- g. This instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14 including but not limited to:

CACA-015390	Southern California Edison transmission line
CACA-35994	Prima Land Development Corporation wells and pipeline
CARI-001730	Southern California Edison transmission line
CACA-016390	Las Angeles Department of Water and Power transmission line
CACA-034119	Primm Valley Golf Course wells and pipeline

3. Rental:

- a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management the fair market value of the right-of-way, which includes a base rent without a megawatt capacity fee, as determined by the Authorized Officer unless specifically exempted from such payment by law or regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in fair market value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.
- b. The rental includes an annual base rent for the acreage of the public land included in the authorization. The base rent is due and payable upon the date of issuance of this instrument and will be paid on an annual basis consistent with the regulations. The base rent will be adjusted each year based on the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) index.

4. Bond:

- a. 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. If the Notice to Proceed is limited to only an initial phase of development or activity, the bond amount will be limited to that phase or activity. The bond amount would increase with the issuance of a Notice to Proceed for future phases of development or additional activities. 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. Acceptable bond instruments include cash, cashier's or certified check, certificate or book entry deposits, negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount, or surety bonds from the approved list of sureties (U.S. Treasury Circular 570) payable to the Bureau of Land Management. The Authorized Officer will not accept a letter of credit as an acceptable form of bond. The Authorized Officer will review the bond on an annual basis to ensure adequacy of the bond amount. The bond will also 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 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.

5. Terms and Conditions:

- a. This instrument is issued subject to the holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in Title 43 Code of Federal Regulations Part 2800, including the terms and conditions required by 43 CFR 2805.12. Failure of the holder to comply with applicable law or regulations or any terms, conditions, or stipulations of this instrument shall constitute grounds for suspension or termination thereof. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR 2805.15(e).
- b. The right-of-way Stipulations (Exhibit B), attached hereto, and the approved Plan of Development, dated September 2010, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.
- c. The holder shall perform all operations in a good and workmanlike manner, consistent with the approved Plan of Development, so as to ensure protection of the environment and the health and safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2807.16 to protect public health or safety or the environment if the Authorized Officer determines that the holder has violated one or more of the terms, conditions, or stipulations of this instrument. An immediate temporary suspension order is effective until the holder receives a written Notice to Proceed from the Authorized Officer.
- d. 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 his/her 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.
- e. The holder shall start construction of the initial phase of development within 12 months after issuance of a Notice to Proceed but no later than 24 months after the effective date of the issuance of this right-of-way lease/grant. The holder shall complete construction within the timeframes

approved in the Plan of Development, but no later than 24 months after start of construction, unless the project has been approved for phased development as provided for in paragraph (5)(f).

- f. If this right-of-way lease/grant and approved Plan of Development provides for a phased development, construction of each subsequent phase must begin within 3 years of the start of construction of the previous phase. A Notice to Proceed will be required to be issued by the Authorized Officer for each phase of development. The Notice to Proceed for a particular phase of development may be subject to the issuance of additional Notices to Proceed for specific activities within the particular development phase.
- g. During operations, the holder shall maintain all onsite electrical generation equipment and facilities in accordance with the design standards in the approved Plan of Development. Any idle, improperly functioning, or abandoned equipment or facilities that have been inoperative for any continuous period of 3 months or more must be repaired, placed into service, and/or removed from the site within 30 calendar days from receipt of a written Notice of Failure to Ensure Diligent Development from the Authorized Officer, unless the holder is provided an extension of time by the Authorized Officer. To obtain an extension of the 30-day deadline, the holder must submit a written request to the Authorized Officer and show therein good cause for any delays in repairs, use, or removal; an estimate when corrective action will be completed; and evidence of diligent operation of the equipment and/or facilities.
- h. Failure of the holder to comply with any diligent development provision of this instrument may cause the Authorized Officer to suspend or terminate the authorization in accordance with 43 CFR 2807.17 - 2807.19, and use the posted Performance and Reclamation bond to cover the costs for removal of any equipment and/or facilities. The Authorized Officer will provide the holder a written Notice of Failure to Ensure Diligent Development prior to the suspension or termination of the authorization. The holder will be provided an opportunity to correct any noncompliance in accordance with 43 CFR 2807.18 or submit a written request to the Authorized Officer for an extension of the timelines in the approved Plan of Development.
- i. Upon termination by the Authorized Officer or expiration of this instrument, all improvements shall be removed from the public lands within 180 calendar days or otherwise disposed of as provided for in the approved Plan of Development, or as directed by the Authorized Officer.
- j. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- k. This instrument may be assigned consistent with the regulations, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the regulations. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.

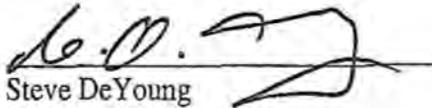
with such request, provide data, or grant access to such records, reports, and information may, at the discretion of the Authorized Officer, result in suspension or termination of the right-of-way lease/grant in accordance with the regulations.

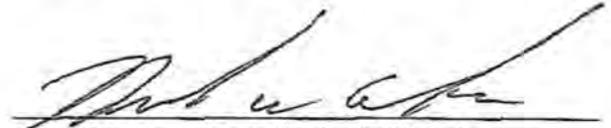
IN WITNESS WHEREOF, The undersigned agree to the terms and conditions of this right-of-way.

SOLAR PARTNERS I, LLC

By: BrightSource Energy, Inc.,
as managing member

Bureau of Land Management


Steve DeYoung


(Signature of Authorized Officer)

Vice President

Acting Field Manager
(Title)

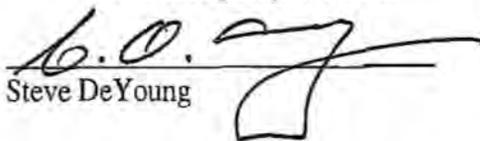
10/7/10
(Date)

10-7-10
(Effective Date of Lease/Grant)

Solar Partners II, LLC

By: BrightSource Energy, Inc.,
as managing member

Bureau of Land Management


Steve DeYoung

(Signature of Authorized Officer)

Vice President

(Title)

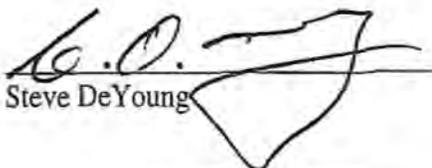
10/7/10
(Date)

(Effective Date of Right-of-Way Lease/Grant)

Solar Partners VIII, LLC

By: BrightSource Energy, Inc.,
as managing member

Bureau of Land Management


Steve DeYoung

(Signature of Authorized Officer)

Vice President

(Title)

10/7/10
(Date)

(Effective Date of Right-of-Way Lease/Grant)

Attachments

- Exhibit A: Legal Description and Map
- Exhibit B: Stipulations

EXHIBIT A

LEGAL DESCRIPTION AND MAP

Below is the legal description for the lands affected by the right-of-way grant/lease.

T. 16 N., R. 14 E., SBM

sec. 1, lot 1 in the NE $\frac{1}{4}$, W $\frac{1}{2}$ of lot 2 in the NW $\frac{1}{4}$, lot 1 in the NW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$;
sec. 3, lot 2, 3, and 4, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$;
sec. 4 lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$;

T. 17 N., R 14 E., SBM

sec. 17, S $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 20, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
sec. 21, N $\frac{1}{2}$ N $\frac{1}{2}$;
sec. 22 W $\frac{1}{2}$ W $\frac{1}{2}$;
sec. 27, W $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 33, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 34, W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 35, S $\frac{1}{2}$.

Acres: 245.89

EXHIBIT B

STIPULATIONS

1. Each of the Solar Partners Entities agrees that it shall be held jointly and severally liable for any payment, interest, penalty or other cost or expense that may be assessed against any of the Solar Partners Entities under this right of way, notwithstanding anything that might be interpreted to the contrary herein.
2. All invoices, notices or other communications to the holder under this right of way, notwithstanding anything to the contrary herein, shall be sent to the "Point of Contact" for the Solar Partners Entities, which shall be:

BrightSource Energy, Inc.
1999 Harrison Street, Suite 2150
Oakland, CA 94612
Attention: Chief Financial Officer
Telephone: (510) 550-8151
Facsimile: (510) 550-8165

Invoices, notices or other communications provided to the Point of Contact for the Solar Partners Entities shall be deemed to have been provided to the Solar Partners Entities. The Solar Partners Entities may change the Point of Contact at any time, provided that the Solar Partners Entities supply written notice no later than thirty days prior to the effective date of the change.

3. 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 by approval of the Authorized Officer. Any surface disturbing activity, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way lease/grant, including all stipulations and approved Plan of Development, shall be made available on the right-of-way 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.
4. The holder shall comply with the CEC License and Conditions of Certification, issued by the California Energy Commission on September 22, 2010. Noncompliance with the requirements of the License and Conditions of Certification will be grounds for immediate temporary suspension of activities and operations within the right-of-way by the Authorized Officer.
5. The holder shall comply with the Biological Opinion for listed and proposed species associated with this project signed by the US Fish and Wildlife Service on October 1, 2010. Failure to comply with the requirements of the Biological Opinion shall be cause for suspension or termination of the right-of-way authorization.

6. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. 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 and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the holder. The holder shall also comply with the Programmatic Agreement titled, "*Programmatic Agreement for Historic Steel Lattice Towers*" signed and executed by all parties and effective on September 28, 2010.
7. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the Authorized Officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of the right-of-way lease/grant.
8. Unless otherwise agreed to in writing by the Authorized Officer, powerlines shall be constructed in accordance with standards outlined in "Suggested Practices for Raptor Protection on Powerlines", Raptor Research Foundation, Inc., 1996. The holder shall assume the burden and expense of proving that pole designs not shown in the above publication are "eagle safe." Such proof shall be provided by a raptor expert approved by the Authorized Officer. The BLM reserves the right to require modifications or additions to all powerline structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.
9. 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 his 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.
10. 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.

11. 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. Surveys by registered land surveyors will be examined by the Authorized Officer and the BLM State Office Chief Cadastral Surveyor for conformance with the Manual of Surveying Instructions and State laws and regulations before being filed in the appropriate State or county offices of record. The holder shall be responsible for all administrative and survey costs.

12. 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 pesticides, the holder shall obtain from the Authorized Officer, written approval of a Pesticide Use Proposal Plan showing the type and quantity of material 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.

13. Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. A Pesticide Use Proposal must be submitted for each chemical used, and it cannot be used until approval has been obtained in writing from the Authorized Officer. The proposal needs to identify any surfactants or dyes used in the spraying operation. Applicator(s) of chemicals used must have completed pesticide certification training and have a current up to date Certified Pesticide Applicator's License. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year. This includes the following:
 - Brand or Product name
 - EPA registration number
 - Total amount applied (use rate #A.I./acre)
 - Date of application
 - Location of application
 - Size of area treated
 - Method of treatment (air/ground)
 - Name of applicator
 - Certification number and dates
 - Costs to treatment
 - Amount of surfactants or dyes used in spraying operation

The record information must be recorded no later than 14 calendar days following the pesticide or herbicide application and must be maintained for ten years.

14. 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.
15. The holder shall comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous materials, as defined by 43 CFR 2801.5 that will be used, produced, or transported on or within the right-of-way, or used in the construction, operation, maintenance, or decommissioning of the right-of-way or any of its facilities. The holder agrees in accordance with 43 CFR 2807.12(e) to fully indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
16. Within 120 calendar days of completion of construction, the holder will 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, and applicable laws and regulations.
17. The holder will be liable for all fire suppression costs resulting from fires caused during construction or operations. The holder shall comply with all guidelines and restrictions imposed by agency fire control officials.
18. The holder shall fund in accordance with 43 CFR 2805.16 a third party Compliance and Inspection Program as deemed necessary by the Authorized Officer to ensure compliance with the terms, conditions, and stipulations of this right-of-way lease/grant and applicable laws and regulations.
19. 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 his delegate. Such authorization shall be a written Change of Verification. Each Change of Verification shall authorize construction or use only as therein expressly stated and only for the particular location and use therein described. All Changes of Verification 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 verification 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.

20. The applicant shall consult with USFWS, BLM, and CFGD to obtain updated lists of special status plant species (i.e., Federally listed species, candidate species, BLM sensitive, and California state listed species) that have the potential for occurrence on the project area based on the current distribution of the species, habitat associations, and previously documented occurrences of the species within the project area. Based on these species' lists provided by these agencies, the BLM shall consider whether further field surveys shall be conducted during the appropriate season and within suitable habitat in the Project area utilizing survey protocols appropriate for the species' of interest. If special status plant species occurrences are identified, the preferred mitigation would consist of avoidance, whenever practical.
21. The applicant shall prepare a MBTA Conservation Agreement in coordination with the USFWS, BLM, and CFGD. This Plan would identify procedures to minimize or eliminate impacts to MBTA species. Procedures may include, but are not limited to, pre-construction clearing and grading outside of breeding seasons, enforceable timing restrictions and identification of permissible activities within a prescribed distance from active nests, survey protocols for raptors and MBTA species, buffer zones around active nests, monitoring and reporting requirements.
22. The applicant shall conduct visual biweekly surveys for bird and bat mortalities throughout the project site. In addition to the photo documentation of bird mortalities (Item #14 in BIO-11), mortalities and injuries to bats and other wildlife shall be photo documented. Additionally, data would document the species affected and any overt signs of injury resulting in death (e.g., scorched feathers). This information would be compiled and provided to the BLM on quarterly intervals for the first three years, then annually thereafter, unless otherwise requested by the BLM. This data would add to the understanding of impacts of solar facilities on avian and bat species. BLM would maintain the authority to require additional mitigation of the applicant in the future to reduce collision or heat-related injuries.
23. To minimize potential impacts to Nelson bighorn sheep, the applicant shall not use barbed wire fence on the northern perimeter of the Ivanpah 3 site, unless required for security reasons.
24. The applicant shall monitor and control noxious and invasive weeds within 100 feet of the artificial water source. Control of weeds shall be coordinated with the BLM staff and shall consist of removal by mechanical methods, rather than herbicides.
25. The project owner shall implement the Closure, Revegetation, and Rehabilitation Plan, Revision 4, dated September 29, 2010, that contains the following modifications.
 1. The long-term soil stockpiles, as discussed in Table 5-2 of the plan, will be no higher than 6 feet high.
 2. The Preliminary Seeding Plan for Short-Term Disturbed Areas, and to be used as the basis for the seeding during final project decommissioning, will be based upon the species list provided in Table 7-1 of the plan, rather than the species list in Table 7-2. The list may be modified at the time of decommissioning based on seed availability.

3. Concrete will be removed to a minimum depth of 6 feet unless it is shown that a particular area is prone to flood hazards and a greater depth for concrete removal should be required. All concrete removed shall be hauled off the project site and disposed of in an approved facility. Crushed concrete will not be used as backfill on the site during decommissioning.
 4. Succulents salvaged during project construction will not be sold by the applicant. Should excess succulents be removed that cannot be transplanted in the Succulent Nursery Area, their disposition will be managed by BLM.
26. USFWS has notified BLM that due to the proximity of known occupied golden eagle territories, and that the effects of power towers on bald and golden eagles is unknown, this project has the potential to take an eagle. Due to the distance of the project site to known eagle territories, available mitigation measures (some of which are already described in other measures identified in this section), and habitat compensation associated with other species (i.e. desert tortoise), USFWS believes that this project can reach the “no net loss” standard for golden eagles identified in the Eagle Act Rule if the applicant submits and implements an Avian Protection Plan. The holder shall submit an Avian Protection Plan for approval of the Authorized Officer within 6 months of the issuance of any ROW grant for the project. The Avian Protection Plan must be implemented within one year from the date of any ROW grant Notice to Proceed.
 27. The following reasonable and prudent measures are necessary and appropriate to minimize take of desert tortoises during the implementation of the ISEGS project:
 1. The Holder must ensure that desert tortoises do not enter fenced project facilities.
 2. The Holder must ensure that the level of incidental take anticipated in this biological opinion is commensurate with the analysis contained therein.
 3. The Holder must ensure that translocation of desert tortoises does not result in injury or mortality of translocated or resident desert tortoises that is substantially elevated above natural injury and mortality rates within the action area.
 4. The Holder must ensure that transmittered desert tortoises are routinely monitored to prevent loss of these animals prior to the removal of transmitters because translocated desert tortoises have the potential to move long distances in a relatively short period of time.
 5. The Holder must ensure that the BrightSource facility does not serve as a subsidy to common ravens.
 6. The Holder must ensure that desert tortoises that exhibit clinical signs of disease are not translocated.
 28. The Holder must comply with the following terms and conditions, which implement the reasonable and prudent measures described above. These conditions are non- discretionary.
 29. The Holder shall monitor the integrity of all desert tortoise exclusion fencing at least once a month and following any rain events that result in surface flow of water in washes within the action area. The Holder shall promptly repairs and damage identified during monitoring.
 30. To ensure that the measures proposed by the Bureau and BrightSource are effective and are being properly implemented, the Holder shall contact the BLM Authorized Officer and the FWS immediately if it becomes aware that a desert tortoise has been killed or injured by project activities. At that time, the Service and the Bureau must review the circumstances surrounding

the incident to determine whether additional protective measures are required. Project activities may continue pending the outcome of the review, provided that the proposed protective measures and any appropriate terms and conditions of this biological opinion have been and continue to be fully implemented.

31. If more than 93 subadult or adult desert tortoises are identified for translocation during clearance surveys of the project site, the Holder shall notify the BLM Authorized Officer so BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This condition only applies to clearance of the project site for construction and does not apply to the short distance movement of desert tortoises out of harm's way during activities that occur outside of the fenced project site.
32. If 9 desert tortoises are directly killed or injured as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion over the life of the ISEGS project, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
33. If 3 desert tortoises are killed in any 1 year as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
34. If 10 translocated desert tortoises suffer mortality within the post-translocation monitoring period, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.
35. If monitoring of translocated and resident desert tortoises indicates a statistically significant elevation in mortality rates above that observed in control populations, the holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.
36. The Holder shall monitor all translocated desert tortoises according to the following schedule:
 - 1) within 24 hours of release, 2) twice weekly for the first 2 weeks after release, 3) starting the

third week after release, at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.

37. The Holder shall monitor all transmittered desert tortoises in the resident and control populations at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
38. The holder shall extend monitoring and adaptive management programs associated with holders monitoring and adaptive management program of common ravens beyond the required term if the BLM and FWS determine that further monitoring and adaptive management are warranted.
39. After performance of visual health assessments on project-site desert tortoises, the Holder shall contact the BLM and the Ventura Fish and Wildlife Office with the results of the health assessments prior to commencement of translocation.
40. The Holder shall ensure that all individuals that will perform visual health assessments and blood collection have been specifically authorized or trained for that activity by the FWS.
41. This stipulation relates only to the establishment of the BLM compensation requirement and does not reflect conditions imposed by the State of California in BIO 17. To mitigate for habitat loss and potential take of desert tortoise, the holder shall provide compensatory mitigation at a 1:1 ratio for impacts to 3,472 acres as described in the final Plan of Development. The BLM 1:1 ratio is developed in accordance with BLM's desert tortoise mitigation requirements as described in the Northern and Eastern Mojave Desert Management Plan (BLM 2002). The BLM mitigation requirement will be satisfied through completing habitat enhancement projects on suitable lands located within the Northern and Eastern Mojave Recovery Unit. Those habitat enhancement projects are further described below.

The priority for desert tortoise habitat enhancement projects are the installation of at least 50 miles of desert tortoise exclusion fencing, and habitat restoration of at least 50 routes within the Desert Wildlife Management Area, or other similar rehabilitation activities that meet BLM, FWS, DFG, and Energy Commission approval. (Note: This requirement applies to the entire 3,472 acre project but may be prorated on an acreage percentage basis among the four right-of-way grants). The BLM and the FWS will utilize the Desert Tortoise Recovery Office's (DTRO) Spatial Decision Support System to model this project's net impacts to tortoise vs. the net benefits of mitigation measures to determine the exact fencing requirements and route closures required. If the results from SDSS indicate that 50 miles of fencing and 50 routes restored is not sufficient to offset net impacts, additional habitat enhancements would be required. Other habitat enhancement measures that may be implemented in addition to tortoise fencing of roads include fencing the public land boundary around Nipton and Goffs to minimize OHV use, removal of exotic species from tortoise habitat, clean up destroyed or damaged habitat areas, such as illegal dumpsites, and contributing funds to a Service approved head start research facility.

The Holder may elect to satisfy the requirements of this mitigation measure by depositing funds into the Renewable Energy Action Team (REAT) Account established with the National Fish and Wildlife Foundation (NFWF) in accordance with the following table.

If the Holder elects not to utilize the REAT NFWF Account, they must assume the full financial responsibility for completing the required habitat enhancement projects within 2-years of the effective date of the ROW grant. The holder is also responsible for the long term maintenance and upkeep of installed projects and is required to obtain an appropriate authorization from the BLM, such as a right-of-way grant, prior to the installation and maintenance of installed projects. The maintenance shall occur for the duration of project impacts. The holder will be responsible for all costs associated with processing right-of-way applications for the enhancement projects. Failure of the holder to complete enhancement actions under this mitigation measure within the 2-year time frame will be grounds for suspension of the right-of-way.

If the REAT NFWF Account is used for the enhancement projects, the holder shall ensure funds are transferred into the account in accordance with the prescribed REAT NFWF table within 6 months to ensure enhancement projects can be implemented within the 2-year deadline.

Desert Renewable Energy
 REAT1 Biological Resource Compensation/Mitigation Cost Estimate² Breakdown
 September 14, 2010

The purpose of this table is to describe estimated costs that may be associated with implementing off-site biological mitigation/compensation required by one or more of the REAT agencies.

	Task	Cost
1.	Land Acquisition	\$1000 per acre ³
2.	Level 1 Environmental Site Assessment	\$3000 per parcel ⁴
3.	Appraisal	\$5000 per parcel ⁴
4.	Initial site work - clean-up, enhancement , restoration	\$250 per acre
5.	Closing and Escrow Costs – 2 transactions at \$2500 each; landowner to 3 rd party and 3 rd party to agency ⁵	\$5000 for 2 transactions
6.	Agency costs to review and determine accepting land donation - includes 2 physical inspections; review and approval of the Level 1 ESA assessment; review of all title documents; drafting deed and deed restrictions; issue escrow instructions; mapping the parcels....	15% of land acquisition costs (#1) × 1.17 (17% of the 15% for overhead) ⁶
	<i>SUBTOTAL for Acquisition & Initial Site Work for Permittee-Directed and REAT-NFWF MOA Options</i>	\$
7.	Long-term Management and Maintenance (LTMM) - includes land management; enforcement and defense of easement or title [short and long term]; region-wide raven management; monitoring....	\$1450 per acre ⁷
	<i>REAT-NFWF MOA Mitigation Account Additions [only applicable if the REAT Mitigation Account is used for all or a portion of the mitigation]</i>	
6. 8.	Biological survey for determining mitigation value of land (habitat based with species specific augmentation)	\$5000 per parcel ⁴
7. 9.	3 rd party administrative costs - includes staff time to work with agencies and landowners; develop management plan; oversee land transaction; organizational reporting and due diligence; review of acquisition documents; assembling acres to acquire....	10% of land acquisition cost (#1)
10.	Establish the project specific sub-account ⁸	\$12,000
11.	Pre-proposal Modified RFP or RFP processing ⁹	\$30,000
12.	NFWF management fee for acquisition & initial site work	3% of SUBTOTAL, & Tasks #8, #9
13.	NFWF management fee for LTMM	1% of LTMM
	<i>TOTAL for deposit into the REAT-NFWF MOA Project Specific Mitigation Sub-Account</i>	\$

1 Not all costs will apply to all REAT agency requirements. For example, some of the elements in this table are not intended to be used as a basis for prescribing security to meet obligations under the California Endangered Species Act.

2 All costs are best estimates as of summer 2010. This cost estimate table will be updated once per quarter, at a minimum. Actual costs will be determined at the time of the transactions and may change the funding needed to implement the required mitigation obligation. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation (MOA V.I.).

3 Generalized estimate taking into consideration a likely jump in land costs due to demand, and an 18-24 month window to acquire the land after agency decisions are made. If the agencies, developer, or 3rd party has better, credible information on land costs in the specific area where project-specific mitigation lands are likely to be purchased, that data overrides this general estimate. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation.

4 Parcel sizes may range from 1 acre to over 640 acres, plus. The 40 acre estimate is used for illustration purposes only. The general location of the land acquisition(s) will determine the generalized parcel size for determining project specific estimates.

5 Two transactions at \$2500 each: landowner to 3rd party; 3rd party to agency. The transactions will likely be separated in time. State agencies may or may not require this funding.

6 Always required for Federal agency donations. State agencies may or may not require cost to accept donations. SB 34 projects do not have to pay this fee

7 Estimate for purposes of calculating general costs. The general location and parcel size(s) of the land acquisition may also factor into the estimate. The actual long term management and maintenance costs will be determined using a Property Analysis Report (PAR) or a PAR-like assessment tailored to the specific acquisition.

8 Each renewable energy project will be a separate sub-account within the REAT-NFWF account, regardless of the number of required mitigation actions per project. If a project and its mitigation are phased, this fee is only applied when the project specific account is established and not charged again when additional funds are deposited with subsequent phases.

9 If determined necessary by the REAT agencies if multiple 3rd parties have expressed interest; for transparency and objective selection of 3rd party to carryout acquisition.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY LEASE/GRANT

SERIAL NUMBER CACA-49503

1. As authorized by the Record of Decision for the Ivanpah Solar Electric Generating System, Ivanpah 3 Site, dated October 7, 2010, a right-of-way lease/grant is hereby issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) and the Bureau of Land Management right-of-way regulations (43 CFR Part 2800).
2. Nature of Interest:
 - a. By this instrument, the holder:

Solar Partners VIII, LLC
1999 Harrison Street, Suite 500
Oakland, CA 94612

receives a right to use and occupy the following described public lands to construct, operate, maintain, and decommission a 125 MW thermal concentrated solar power tower electric generation project and its ancillary facilities as described in the approved Plan of Development (POD):

See attached legal description and map (Exhibit A).
 - b. The instrument issued herein consists of a concentrated thermal solar power tower facility and generation tie in transmission line and contains 1,234.93 acres, more or less.
 - c. This instrument shall expire on 12/31/2039 unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may be renewed by the Authorized Officer. The holder is required to submit an application for renewal at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations. 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 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.
- f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR 2805.15(a). The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way.
- g. This instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14 including but not limited to:

CACA-015390	Southern California Edison transmission line
CACA-35994	Prima Land Development Corporation wells and pipeline
CARI-001730	Southern California Edison transmission line
CACA-016390	Las Angeles Department of Water and Power transmission line
CACA-034119	Primm Valley Golf Course wells and pipeline

3. Rental:

- a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management the fair market value of the right-of-way, which includes both base rent and a megawatt capacity fee, as determined by the Authorized Officer unless specifically exempted from such payment by law or regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in fair market value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.
- b. The rental includes an annual base rent for the acreage of the public land included in the authorization and a megawatt capacity fee based on the authorized megawatt capacity of the approved solar energy facilities. The base rent is due and payable upon the date of issuance of this instrument and will be paid on an annual basis consistent with the regulations. The base rent will be adjusted each year based on the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) index. The megawatt capacity fee is based on the authorized megawatt capacity approved by the Authorized Officer, or an approved phase of development, and will be paid on an annual basis upon the start of electric generation from the solar energy facilities. The megawatt capacity fee will be phased-in over a 5-year period after the start of electric generation (at the rate of 20 percent the first year, 40 percent the second year, 60 percent the third year, 80 percent the fourth year, and 100 percent the fifth and subsequent years of operations). The 5-year phase-in period will apply separately to each phase of development as approved by the Authorized Officer.

4. Bond:

- a. 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. If the Notice to Proceed is limited to only an initial phase of development or activity, the bond amount will be limited to that phase or activity. The bond amount would increase with the issuance of a Notice to Proceed for future phases of development or additional activities. 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. Acceptable bond instruments include cash, cashier's or certified check, certificate or book entry deposits, negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount, or surety bonds from the approved list of sureties (U.S. Treasury Circular 570) payable to the Bureau of Land Management. The Authorized Officer will not accept a letter of credit as an acceptable form of bond. The Authorized Officer will review the bond on an annual basis to ensure adequacy of the bond amount. The bond will also 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 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.

5. Terms and Conditions:

- a. This instrument is issued subject to the holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in Title 43 Code of Federal Regulations Part 2800, including the terms and conditions required by 43 CFR 2805.12. Failure of the holder to comply with applicable law or regulations or any terms, conditions, or stipulations of this instrument shall constitute grounds for suspension or termination thereof. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR 2805.15(e).

- b. The right-of-way Stipulations (Exhibit B), attached hereto, and the approved Plan of Development, dated September 2010, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.
- c. The holder shall perform all operations in a good and workmanlike manner, consistent with the approved Plan of Development, so as to ensure protection of the environment and the health and safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2807.16 to protect public health or safety or the environment if the Authorized Officer determines that the holder has violated one or more of the terms, conditions, or stipulations of this instrument. An immediate temporary suspension order is effective until the holder receives a written Notice to Proceed from the Authorized Officer.
- d. 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 his/her 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.
- e. The holder shall start construction of the initial phase of development within 12 months after issuance of a Notice to Proceed but no later than 24 months after the effective date of the issuance of this right-of-way lease/grant. The holder shall complete construction within the timeframes approved in the Plan of Development, but no later than 24 months after start of construction, unless the project has been approved for phased development as provided for in paragraph (5)(f).
- f. If this right-of-way lease/grant and approved Plan of Development provides for a phased development, construction of each subsequent phase must begin within 3 years of the start of construction of the previous phase. A Notice to Proceed will be required to be issued by the Authorized Officer for each phase of development. The Notice to Proceed for a particular phase of development may be subject to the issuance of additional Notices to Proceed for specific activities within the particular development phase.
- g. During operations, the holder shall maintain all onsite electrical generation equipment and facilities in accordance with the design standards in the approved Plan of Development. Any idle, improperly functioning, or abandoned equipment or facilities that have been inoperative for any continuous period of 3 months or more must be repaired, placed into service, and/or removed from the site within 30 calendar days from receipt of a written Notice of Failure to Ensure Diligent Development from the Authorized Officer, unless the holder is provided an extension of time by the Authorized Officer. To obtain an extension of the 30-day deadline, the holder must submit a written request to the Authorized Officer and show therein good cause for any delays in repairs, use, or removal; an estimate when corrective action will be completed; and evidence of diligent operation of the equipment and/or facilities.

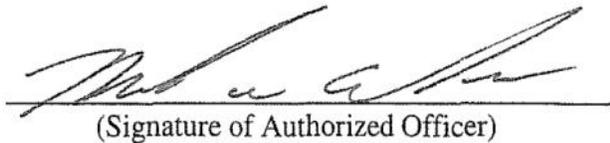
- h. Failure of the holder to comply with any diligent development provision of this instrument may cause the Authorized Officer to suspend or terminate the authorization in accordance with 43 CFR 2807.17 - 2807.19, and use the posted Performance and Reclamation bond to cover the costs for removal of any equipment and/or facilities. The Authorized Officer will provide the holder a written Notice of Failure to Ensure Diligent Development prior to the suspension or termination of the authorization. The holder will be provided an opportunity to correct any noncompliance in accordance with 43 CFR 2807.18 or submit a written request to the Authorized Officer for an extension of the timelines in the approved Plan of Development.
- i. Upon termination by the Authorized Officer or expiration of this instrument, all improvements shall be removed from the public lands within 180 calendar days or otherwise disposed of as provided for in the approved Plan of Development, or as directed by the Authorized Officer.
- j. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- k. This instrument may be assigned consistent with the regulations, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the regulations. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.
- l. Upon the request of the Authorized Officer, the holder shall provide access to environmental, technical, and financial records, reports, and other information related to construction, operation, maintenance, and decommissioning of the right-of-way. Any information marked confidential or proprietary will be kept confidential to the extent allowed by law. Failure of the holder to cooperate with such request, provide data, or grant access to such records, reports, and information may, at the discretion of the Authorized Officer, result in suspension or termination of the right-of-way lease/grant in accordance with the regulations.

SOLAR PARTNERS VIII, LLC

By: BrightSource Energy, Inc.,
as managing member

Bureau of Land Management


Steve DeYoung


(Signature of Authorized Officer)

Vice President

Acting Field Manager
(Title)

10/7/10

(Date)

10-7-10

(Effective Date of Lease/Grant)

Attachments

Exhibit A: Legal Description and Map

Exhibit B: Stipulations

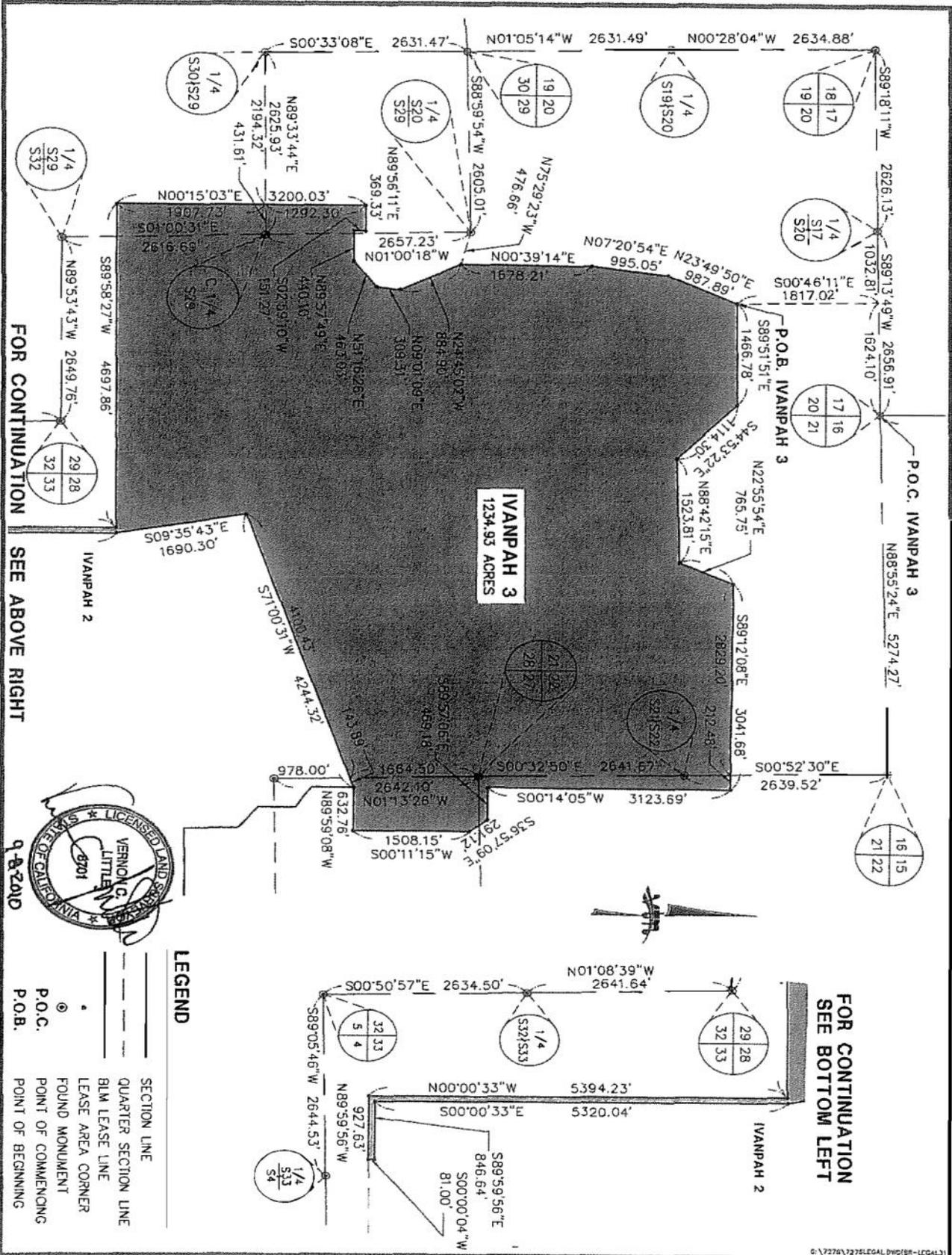
EXHIBIT A

LEGAL DESCRIPTION AND MAP

Below is the legal description for the lands affected by the right-of-way grant/lease.

T. 17 N., R.14 E., SBM
sec. 20, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 21, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$;
sec. 22, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$;
sec. 27, W $\frac{1}{2}$ NW $\frac{1}{4}$;
sec. 28, N $\frac{1}{2}$, SW $\frac{1}{4}$;
sec. 29, E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$;
sec. 33, E $\frac{1}{2}$ W $\frac{1}{2}$.

Acres: 1,234.93



**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
BLM LEASE AERA - IVANPAH 3**

W.O.#: 7276
 DATE: 09/08/2010
 BY: KAK
 SCALE: 1"=1200'
 SHEET 1 OF 1



EXHIBIT B

STIPULATIONS

1. 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 by approval of the Authorized Officer. Any surface disturbing activity, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way lease/grant, including all stipulations and approved Plan of Development, shall be made available on the right-of-way 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.
2. The holder shall comply with the CEC License and Conditions of Certification, issued by the California Energy Commission on September 22, 2010. Noncompliance with the requirements of the License and Conditions of Certification will be grounds for immediate temporary suspension of activities and operations within the right-of-way by the Authorized Officer.
3. The holder shall comply with the Biological Opinion for listed and proposed species associated with this project signed by the US Fish and Wildlife Service on October 1, 2010. Failure to comply with the requirements of the Biological Opinion shall be cause for suspension or termination of the right-of-way authorization.
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. 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 and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the holder. The holder shall also comply with the Programmatic Agreement titled, "*Programmatic Agreement for Historic Steel Lattice Towers*" signed and executed by all parties and effective on September 28, 2010.
5. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the Authorized Officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of the right-of-way lease/grant.
6. Unless otherwise agreed to in writing by the Authorized Officer, powerlines shall be constructed in accordance with standards outlined in "Suggested Practices for Raptor Protection on Powerlines", Raptor Research Foundation, Inc., 1996. The holder shall assume the burden and expense of proving that pole designs not shown in the above publication are "eagle safe." Such proof shall be provided by a raptor expert approved by the Authorized Officer. The BLM reserves the right to require modifications

or additions to all powerline structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.

7. 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 his 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.
8. 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.
9. 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. Surveys by registered land surveyors will be examined by the Authorized Officer and the BLM State Office Chief Cadastral Surveyor for conformance with the Manual of Surveying Instructions and State laws and regulations before being filed in the appropriate State or county offices of record. The holder shall be responsible for all administrative and survey costs.
10. 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 pesticides, the holder shall obtain from the Authorized Officer, written approval of a Pesticide Use Proposal Plan showing the type and quantity of material 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.
11. Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. A Pesticide Use Proposal must be submitted for each chemical used, and it cannot be used until approval has been obtained in writing from the Authorized Officer. The proposal needs to identify any surfactants or dyes used in the spraying operation. Applicator(s) of chemicals used must have completed pesticide certification training and have a current up to date Certified Pesticide

Applicator's License. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year. This includes the following:

- Brand or Product name
- EPA registration number
- Total amount applied (use rate #A.I./acre)
- Date of application
- Location of application
- Size of area treated
- Method of treatment (air/ground)
- Name of applicator
- Certification number and dates
- Costs to treatment
- Amount of surfactants or dyes used in spraying operation

The record information must be recorded no later than 14 calendar days following the pesticide or herbicide application and must be maintained for ten years.

12. 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.
13. The holder shall comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous materials, as defined by 43 CFR 2801.5 that will be used, produced, or transported on or within the right-of-way, or used in the construction, operation, maintenance, or decommissioning of the right-of-way or any of its facilities. The holder agrees in accordance with 43 CFR 2807.12(e) to fully indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
14. Within 120 calendar days of completion of construction, the holder will 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, and applicable laws and regulations.
15. The holder will be liable for all fire suppression costs resulting from fires caused during construction or operations. The holder shall comply with all guidelines and restrictions imposed by agency fire control officials.

16. The holder shall fund in accordance with 43 CFR 2805.16 a third party Compliance and Inspection Program as deemed necessary by the Authorized Officer to ensure compliance with the terms, conditions, and stipulations of this right-of-way lease/grant and applicable laws and regulations.
17. 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 his delegate. Such authorization shall be a written Change of Verification. Each Change of Verification shall authorize construction or use only as therein expressly stated and only for the particular location and use therein described. All Changes of Verification 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 verification 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.
18. The applicant shall consult with USFWS, BLM, and CFGD to obtain updated lists of special status plant species (i.e., Federally listed species, candidate species, BLM sensitive, and California state listed species) that have the potential for occurrence on the project area based on the current distribution of the species, habitat associations, and previously documented occurrences of the species within the project area. Based on these species' lists provided by these agencies, the BLM shall consider whether further field surveys shall be conducted during the appropriate season and within suitable habitat in the Project area utilizing survey protocols appropriate for the species' of interest. If special status plant species occurrences are identified, the preferred mitigation would consist of avoidance, whenever practical.
19. The applicant shall prepare a MBTA Conservation Agreement in coordination with the USFWS, BLM, and CFGD. This Plan would identify procedures to minimize or eliminate impacts to MBTA species. Procedures may include, but are not limited to, pre-construction clearing and grading outside of breeding seasons, enforceable timing restrictions and identification of permissible activities within a prescribed distance from active nests, survey protocols for raptors and MBTA species, buffer zones around active nests, monitoring and reporting requirements.
20. The applicant shall conduct visual biweekly surveys for bird and bat mortalities throughout the project site. In addition to the photo documentation of bird mortalities (Item #14 in BIO-11), mortalities and injuries to bats and other wildlife shall be photo documented. Additionally, data would document the species affected and any overt signs of injury resulting in death (e.g., scorched feathers). This information would be compiled and provided to the BLM on quarterly intervals for the first three years, then annually thereafter, unless otherwise requested by the BLM. This data would add to the understanding of impacts of solar facilities on avian and bat species. BLM would maintain the authority to require additional mitigation of the applicant in the future to reduce collision or heat-related injuries.
21. To minimize potential impacts to Nelson bighorn sheep, the applicant shall not use barbed wire fence on the northern perimeter of the Ivanpah 3 site, unless required for security reasons.

22. The applicant shall monitor and control noxious and invasive weeds within 100 feet of the artificial water source. Control of weeds shall be coordinated with the BLM staff and shall consist of removal by mechanical methods, rather than herbicides.
23. The project owner shall implement the Closure, Revegetation, and Rehabilitation Plan, Revision 4, dated September 29, 2010, that contains the following modifications.
 1. The long-term soil stockpiles, as discussed in Table 5-2 of the plan, will be no higher than 6 feet high.
 2. The Preliminary Seeding Plan for Short-Term Disturbed Areas, and to be used as the basis for the seeding during final project decommissioning, will be based upon the species list provided in Table 7-1 of the plan, rather than the species list in Table 7-2. The list may be modified at the time of decommissioning based on seed availability.
 3. Concrete will be removed to a minimum depth of 6 feet unless it is shown that a particular area is prone to flood hazards and a greater depth for concrete removal should be required. All concrete removed shall be hauled off the project site and disposed of in an approved facility. Crushed concrete will not be used as backfill on the site during decommissioning.
 4. Succulents salvaged during project construction will not be sold by the applicant. Should excess succulents be removed that cannot be transplanted in the Succulent Nursery Area, their disposition will be managed by BLM.
24. USFWS has notified BLM that due to the proximity of known occupied golden eagle territories, and that the effects of power towers on bald and golden eagles is unknown, this project has the potential to take an eagle. Due to the distance of the project site to known eagle territories, available mitigation measures (some of which are already described in other measures identified in this section), and habitat compensation associated with other species (i.e. desert tortoise), USFWS believes that this project can reach the “no net loss” standard for golden eagles identified in the Eagle Act Rule if the applicant submits and implements an Avian Protection Plan. The holder shall submit an Avian Protection Plan for approval of the Authorized Officer within 6 months of the issuance of any ROW grant for the project. The Avian Protection Plan must be implemented within one year from the date of any ROW grant Notice to Proceed.
25. The following reasonable and prudent measures are necessary and appropriate to minimize take of desert tortoises during the implementation of the ISEGS project:
 1. The Holder must ensure that desert tortoises do not enter fenced project facilities.
 2. The Holder must ensure that the level of incidental take anticipated in this biological opinion is commensurate with the analysis contained therein.
 3. The Holder must ensure that translocation of desert tortoises does not result in injury or mortality of translocated or resident desert tortoises that is substantially elevated above natural injury and mortality rates within the action area.
 4. The Holder must ensure that translocated desert tortoises are routinely monitored to prevent loss of these animals prior to the removal of transmitters because translocated desert tortoises have the potential to move long distances in a relatively short period of time.
 5. The Holder must ensure that the BrightSource facility does not serve as a subsidy to common ravens.
 6. The Holder must ensure that desert tortoises that exhibit clinical signs of disease are not translocated.

26. The Holder must comply with the following terms and conditions, which implement the reasonable and prudent measures described above. These conditions are non- discretionary.
27. The Holder shall monitor the integrity of all desert tortoise exclusion fencing at least once a month and following any rain events that result in surface flow of water in washes within the action area. The Holder shall promptly repairs and damage identified during monitoring.
28. To ensure that the measures proposed by the Bureau and BrightSource are effective and are being properly implemented, the Holder shall contact the BLM Authorized Officer and the FWS immediately if it becomes aware that a desert tortoise has been killed or injured by project activities. At that time, the Service and the Bureau must review the circumstances surrounding the incident to determine whether additional protective measures are required. Project activities may continue pending the outcome of the review, provided that the proposed protective measures and any appropriate terms and conditions of this biological opinion have been and continue to be fully implemented.
29. If more than 93 subadult or adult desert tortoises are identified for translocation during clearance surveys of the project site, the Holder shall notify the BLM Authorized Officer so BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This condition only applies to clearance of the project site for construction and does not apply to the short distance movement of desert tortoises out of harm's way during activities that occur outside of the fenced project site.
30. If 9 desert tortoises are directly killed or injured as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion over the life of the ISEGS project, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
31. If 3 desert tortoises are killed in any 1 year as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
32. If 10 translocated desert tortoises suffer mortality within the post-translocation monitoring period, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.

33. If monitoring of translocated and resident desert tortoises indicates a statistically significant elevation in mortality rates above that observed in control populations, the holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.
34. The Holder shall monitor all translocated desert tortoises according to the following schedule: 1) within 24 hours of release, 2) twice weekly for the first 2 weeks after release, 3) starting the third week after release, at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
35. The Holder shall monitor all translocated desert tortoises in the resident and control populations at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
36. The holder shall extend monitoring and adaptive management programs associated with holders monitoring and adaptive management program of common ravens beyond the required term if the BLM and FWS determine that further monitoring and adaptive management are warranted.
37. After performance of visual health assessments on project-site desert tortoises, the Holder shall contact the BLM and the Ventura Fish and Wildlife Office with the results of the health assessments prior to commencement of translocation.
38. The Holder shall ensure that all individuals that will perform visual health assessments and blood collection have been specifically authorized or trained for that activity by the FWS.
39. This stipulation relates only to the establishment of the BLM compensation requirement and does not reflect conditions imposed by the State of California in BIO 17. To mitigate for habitat loss and potential take of desert tortoise, the holder shall provide compensatory mitigation at a 1:1 ratio for impacts to 3,472 acres as described in the final Plan of Development. The BLM 1:1 ratio is developed in accordance with BLM's desert tortoise mitigation requirements as described in the Northern and Eastern Mojave Desert Management Plan (BLM 2002). The BLM mitigation requirement will be satisfied through completing habitat enhancement projects on suitable lands located within the Northern and Eastern Mojave Recovery Unit. Those habitat enhancement projects are further described below.

The priority for desert tortoise habitat enhancement projects are the installation of at least 50 miles of desert tortoise exclusion fencing, and habitat restoration of at least 50 routes within the Desert Wildlife Management Area, or other similar rehabilitation activities that meet BLM, FWS, DFG, and Energy Commission approval. (Note: This requirement applies to the entire 3,472 acre project but may be prorated on an acreage percentage basis among the four right-of-way grants). The BLM and the FWS will utilize the Desert Tortoise Recovery Office's (DTRO) Spatial Decision Support System to model this project's net impacts to tortoise vs. the net benefits of mitigation measures to determine the exact fencing requirements and route closures required. If the results from SDSS indicate that 50 miles of fencing and 50 routes restored is not sufficient to offset net impacts, additional habitat enhancements would be required. Other habitat enhancement measures that may be implemented in addition to tortoise fencing of roads include fencing the public land boundary around Nipton and Goffs to minimize OHV use, removal of exotic species from tortoise habitat, clean up destroyed or damaged habitat areas, such as illegal dumpsites, and contributing funds to a Service approved head start research facility.

The Holder may elect to satisfy the requirements of this mitigation measure by depositing funds into the Renewable Energy Action Team (REAT) Account established with the National Fish and Wildlife Foundation (NFWF) in accordance with the following table.

If the Holder elects not to utilize the REAT NFWF Account, they must assume the full financial responsibility for completing the required habitat enhancement projects within 2-years of the effective date of the ROW grant. The holder is also responsible for the long term maintenance and upkeep of installed projects and is required to obtain an appropriate authorization from the BLM, such as a right-of-way grant, prior to the installation and maintenance of installed projects. The maintenance shall occur for the duration of project impacts. The holder will be responsible for all costs associated with processing right-of-way applications for the enhancement projects. Failure of the holder to complete enhancement actions under this mitigation measure within the 2-year time frame will be grounds for suspension of the right-of-way.

If the REAT NFWF Account is used for the enhancement projects, the holder shall ensure funds are transferred into the account in accordance with the prescribed REAT NFWF table within 6 months to ensure enhancement projects can be implemented within the 2-year deadline.

REAT1 Biological Resource Compensation/Mitigation Cost Estimate2 Breakdown
September 14, 2010

The purpose of this table is to describe estimated costs that may be associated with implementing off-site biological mitigation/compensation required by one or more of the REAT agencies.

	Task	Cost
1.	Land Acquisition	\$1000 per acre ³
2.	Level 1 Environmental Site Assessment	\$3000 per parcel ⁴
3.	Appraisal	\$5000 per parcel ⁴
4.	Initial site work - clean-up, enhancement , restoration	\$250 per acre
5.	Closing and Escrow Costs – 2 transactions at \$2500 each; landowner to 3 rd party and 3 rd party to agency ⁵	\$5000 for 2 transactions
6.	Agency costs to review and determine accepting land donation - includes 2 physical inspections; review and approval of the Level 1 ESA assessment; review of all title documents; drafting deed and deed restrictions; issue escrow instructions; mapping the parcels....	15% of land acquisition costs (#1) × 1.17 (17% of the 15% for overhead) ⁶
	<i>SUBTOTAL for Acquisition & Initial Site Work for Permittee-Directed and REAT-NFWF MOA Options</i>	\$
7.	Long-term Management and Maintenance (LTMM) - includes land management; enforcement and defense of easement or title [short and long term]; region-wide raven management; monitoring....	\$1450 per acre ⁷
	<i>REAT-NFWF MOA Mitigation Account Additions [only applicable if the REAT Mitigation Account is used for all or a portion of the mitigation]</i>	
6. 8.	Biological survey for determining mitigation value of land (habitat based with species specific augmentation)	\$5000 per parcel ⁴
7. 9.	3 rd party administrative costs - includes staff time to work with agencies and landowners; develop management plan; oversee land transaction; organizational reporting and due diligence; review of acquisition documents; assembling acres to acquire....	10% of land acquisition cost (#1)
10.	Establish the project specific sub-account ⁸	\$12,000
11.	Pre-proposal Modified RFP or RFP processing ⁹	\$30,000
12.	NFWF management fee for acquisition & initial site work	3% of SUBTOTAL, & Tasks #8, #9
13.	NFWF management fee for LTMM	1% of LTMM
	<i>TOTAL for deposit into the REAT-NFWF MOA Project Specific Mitigation Sub-Account</i>	\$

1 Not all costs will apply to all REAT agency requirements. For example, some of the elements in this table are not intended to be used as a basis for prescribing security to meet obligations under the California Endangered Species Act.

2 All costs are best estimates as of summer 2010. This cost estimate table will be updated once per quarter, at a minimum. Actual costs will be determined at the time of the transactions and may change the funding needed to implement the required mitigation obligation. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation (MOA V.I.).

3 Generalized estimate taking into consideration a likely jump in land costs due to demand, and an 18-24 month window to acquire the land after agency decisions are made. If the agencies, developer, or 3rd party has better, credible information on land costs in the specific area where project-specific mitigation lands are likely to be purchased, that data overrides this general estimate. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation.

4 Parcel sizes may range from 1 acre to over 640 acres, plus. The 40 acre estimate is used for illustration purposes only. The general location of the land acquisition(s) will determine the generalized parcel size for determining project specific estimates.

5 Two transactions at \$2500 each: landowner to 3rd party; 3rd party to agency. The transactions will likely be separated in time. State agencies may or may not require this funding.

6 Always required for Federal agency donations. State agencies may or may not require cost to accept donations. SB 34 projects do not have to pay this fee

7 Estimate for purposes of calculating general costs. The general location and parcel size(s) of the land acquisition may also factor into the estimate. The actual long term management and maintenance costs will be determined using a Property Analysis Report (PAR) or a PAR-like assessment tailored to the specific acquisition.

8 Each renewable energy project will be a separate sub-account within the REAT-NFWF account, regardless of the number of required mitigation actions per project. If a project and its mitigation are phased, this fee is only applied when the project specific account is established and not charged again when additional funds are deposited with subsequent phases.

9 If determined necessary by the REAT agencies if multiple 3rd parties have expressed interest; for transparency and objective selection of 3rd party to carryout acquisition.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY LEASE/GRANT

SERIAL NUMBER CACA-49504

1. As authorized by the Record of Decision for the Ivanpah Solar Electric Generating System, Ivanpah 1 Site, dated October 7, 2010, a right-of-way lease/grant is hereby issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) and the Bureau of Land Management right-of-way regulations (43 CFR Part 2800).
2. Nature of Interest:
 - a. By this instrument, the holder:

Solar Partners II, LLC
1999 Harrison Street, Suite 500
Oakland, CA 94612

receives a right to use and occupy the following described public lands to construct, operate, maintain, and decommission a 120 MW thermal concentrated solar power tower electric generation project and its ancillary facilities as described in the approved Plan of Development (POD):

See attached legal description and map (Exhibit A).
 - b. The instrument issued herein consists of a concentrated thermal solar power tower facility and generation tie in transmission line and contains 914.03 acres, more or less.
 - c. This instrument shall expire on 12/31/2039 unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may be renewed by the Authorized Officer. The holder is required to submit an application for renewal at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations. 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 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.
- f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR 2805.15(a). The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way.
- g. This instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14 including but not limited to:

CACA-015390	Southern California Edison transmission line
CACA-35994	Prima Land Development Corporation wells and pipeline
CARI-001730	Southern California Edison transmission line
CACA-016390	Los Angeles Department of Water and Power transmission line
CACA-034119	Primm Valley Golf Course wells and pipeline

3. Rental:

- a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management the fair market value of the right-of-way, which includes both base rent and a megawatt capacity fee, as determined by the Authorized Officer unless specifically exempted from such payment by law or regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in fair market value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.
- b. The rental includes an annual base rent for the acreage of the public land included in the authorization and a megawatt capacity fee based on the authorized megawatt capacity of the approved solar energy facilities. The base rent is due and payable upon the date of issuance of this instrument and will be paid on an annual basis consistent with the regulations. The base rent will be adjusted each year based on the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) index. The megawatt capacity fee is based on the authorized megawatt capacity approved by the Authorized Officer, or an approved phase of development, and will be paid on an annual basis upon the start of electric generation from the solar energy facilities. The megawatt capacity fee will be phased-in over a 5-year period after the start of electric generation (at the rate of 20 percent the first year, 40 percent the second year, 60 percent the third year, 80 percent the fourth year, and 100 percent the fifth and subsequent years of operations). The 5-year phase-in period will apply separately to each phase of development as approved by the Authorized Officer.

4. Bond:

- a. 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. If the Notice to Proceed is limited to only an initial phase of development or activity, the bond amount will be limited to that phase or activity. The bond amount would increase with the issuance of a Notice to Proceed for future phases of development or additional activities. 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. Acceptable bond instruments include cash, cashier's or certified check, certificate or book entry deposits, negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount, or surety bonds from the approved list of sureties (U.S. Treasury Circular 570) payable to the Bureau of Land Management. The Authorized Officer will not accept a letter of credit as an acceptable form of bond. The Authorized Officer will review the bond on an annual basis to ensure adequacy of the bond amount. The bond will also 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 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.

5. Terms and Conditions:

- a. This instrument is issued subject to the holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in Title 43 Code of Federal Regulations Part 2800, including the terms and conditions required by 43 CFR 2805.12. Failure of the holder to comply with applicable law or regulations or any terms, conditions, or stipulations of this instrument shall constitute grounds for suspension or termination thereof. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR 2805.15(e).

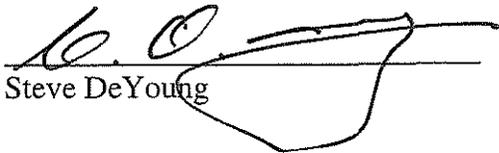
- b. The right-of-way Stipulations (Exhibit B), attached hereto, and the approved Plan of Development, dated September 2010, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.
- c. The holder shall perform all operations in a good and workmanlike manner, consistent with the approved Plan of Development, so as to ensure protection of the environment and the health and safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2807.16 to protect public health or safety or the environment if the Authorized Officer determines that the holder has violated one or more of the terms, conditions, or stipulations of this instrument. An immediate temporary suspension order is effective until the holder receives a written Notice to Proceed from the Authorized Officer.
- d. 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 his/her 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.
- e. The holder shall start construction of the initial phase of development within 12 months after issuance of a Notice to Proceed but no later than 24 months after the effective date of the issuance of the right-of-way authorization. The holder shall complete construction within the timeframes approved in the Plan of Development, but no later than 24 months after start of construction, unless the project has been approved for phased development as provided for in paragraph (5)(f).
- f. If this right-of-way lease/grant and approved Plan of Development provides for a phased development, construction of each subsequent phase must begin within 3 years of the start of construction of the previous phase. A Notice to Proceed will be required to be issued by the Authorized Officer for each phase of development. The Notice to Proceed for a particular phase of development may be subject to the issuance of additional Notices to Proceed for specific activities within the particular development phase.
- g. During operations, the holder shall maintain all onsite electrical generation equipment and facilities in accordance with the design standards in the approved Plan of Development. Any idle, improperly functioning, or abandoned equipment or facilities that have been inoperative for any continuous period of 3 months or more must be repaired, placed into service, and/or removed from the site within 30 calendar days from receipt of a written Notice of Failure to Ensure Diligent Development from the Authorized Officer, unless the holder is provided an extension of time by the Authorized Officer. To obtain an extension of the 30-day deadline, the holder must submit a written request to the Authorized Officer and show therein good cause for any delays in repairs, use, or removal; an estimate when corrective action will be completed; and evidence of diligent operation of the equipment and/or facilities.

- h. Failure of the holder to comply with any diligent development provision of this instrument may cause the Authorized Officer to suspend or terminate the authorization in accordance with 43 CFR 2807.17 - 2807.19, and use the posted Performance and Reclamation bond to cover the costs for removal of any equipment and/or facilities. The Authorized Officer will provide the holder a written Notice of Failure to Ensure Diligent Development prior to the suspension or termination of the authorization. The holder will be provided an opportunity to correct any noncompliance in accordance with 43 CFR 2807.18 or submit a written request to the Authorized Officer for an extension of the timelines in the approved Plan of Development.
- i. Upon termination by the Authorized Officer or expiration of this instrument, all improvements shall be removed from the public lands within 180 calendar days or otherwise disposed of as provided for in the approved Plan of Development, or as directed by the Authorized Officer.
- j. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- k. This instrument may be assigned consistent with the regulations, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the regulations. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.
- l. Upon the request of the Authorized Officer, the holder shall provide access to environmental, technical, and financial records, reports, and other information related to construction, operation, maintenance, and decommissioning of the right-of-way. Any information marked confidential or proprietary will be kept confidential to the extent allowed by law. Failure of the holder to cooperate with such request, provide data, or grant access to such records, reports, and information may, at the discretion of the Authorized Officer, result in suspension or termination of the right-of-way lease/grant in accordance with the regulations.

SOLAR PARTNERS II, LLC

By: BrightSource Energy, Inc.,
as managing member

Bureau of Land Management



Steve DeYoung



(Signature of Authorized Officer)

Vice President
10/7/10

(Date)

Needles Field Manager
(Title)
10-7-10

(Effective Date of Lease/Grant)

Attachments

Exhibit A: Legal Description and Map

Exhibit B: Stipulations

EXHIBIT A

LEGAL DESCRIPTION AND MAP

Below is the legal description for the lands affected by the right-of-way grant/lease.

T. 16 N., R.14 E., SBM

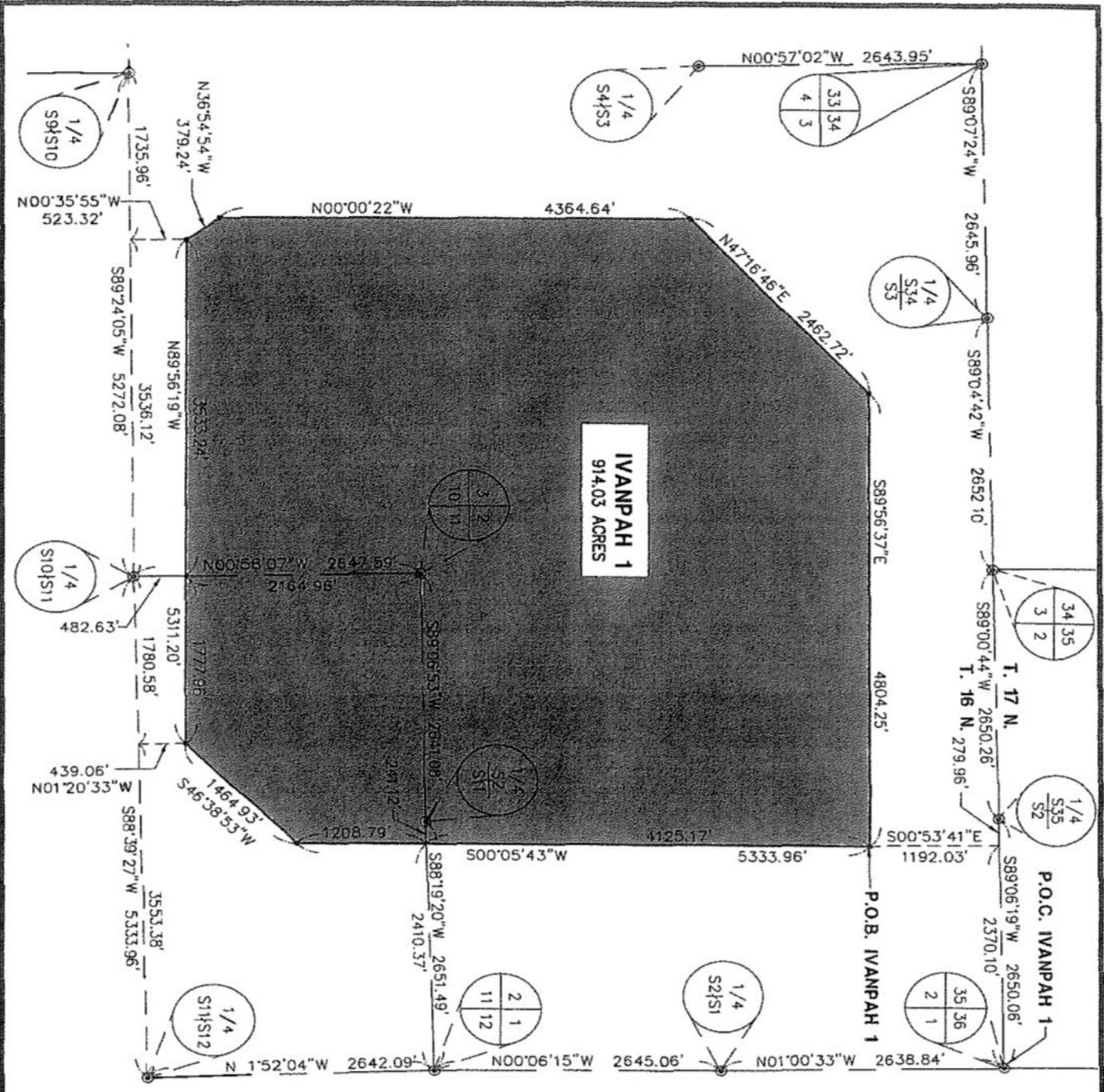
sec. 2, lots 1 and 2 in the NW $\frac{1}{4}$, lots 1 and 2 in the NE $\frac{1}{4}$, SW $\frac{1}{4}$, and W $\frac{1}{2}$ SE $\frac{1}{4}$;

sec. 3, lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, and SE $\frac{1}{4}$;

sec. 10, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$;

sec. 11, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$.

Acres: 914.03



LEGEND

- SECTION LINE
- - - QUARTER SECTION LINE
- - - BLM LEASE LINE
- LEASE AREA CORNER
- ⊙ FOUND MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING



**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
BLM LEASE AREA - IVANPAH 1**

W.O.#: 7276
 DATE: 09/07/2010
 BY: KAK
 SCALE: 1" = 1000'
 SHEET 1 OF 1



EXHIBIT B

STIPULATIONS

1. 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 by approval of the Authorized Officer. Any surface disturbing activity, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way lease/grant, including all stipulations and approved Plan of Development, shall be made available on the right-of-way 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.
2. The holder shall comply with the CEC License and Conditions of Certification, issued by the California Energy Commission on September 22, 2010. Noncompliance with the requirements of the License and Conditions of Certification will be grounds for immediate temporary suspension of activities and operations within the right-of-way by the Authorized Officer.
3. The holder shall comply with the Biological Opinion for listed and proposed species associated with this project signed by the US Fish and Wildlife Service on October 1, 2010. Failure to comply with the requirements of the Biological Opinion shall be cause for suspension or termination of the right-of-way lease/grant.
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. 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 and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the holder. The holder shall also comply with the Programmatic Agreement titled, "Programmatic Agreement for Historic Steel Lattice Towers" signed and executed by all parties and effective on September 28, 2010.
5. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the Authorized Officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of the right-of-way lease/grant.
6. Unless otherwise agreed to in writing by the Authorized Officer, power lines shall be constructed in accordance with standards outlined in "Suggested Practices for Raptor Protection on Power lines", Raptor Research Foundation, Inc., 1996. The holder shall assume the burden and expense of proving that pole designs not shown in the above publication are "eagle safe." Such proof shall be provided by a

raptor expert approved by the Authorized Officer. The BLM reserves the right to require modifications or additions to all powerline structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.

7. 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 his 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.
8. 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.
9. 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. Surveys by registered land surveyors will be examined by the Authorized Officer and the BLM State Office Chief Cadastral Surveyor for conformance with the Manual of Surveying Instructions and State laws and regulations before being filed in the appropriate State or county offices of record. The holder shall be responsible for all administrative and survey costs.
10. 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 pesticides, the holder shall obtain from the Authorized Officer, written approval of a Pesticide Use Proposal Plan showing the type and quantity of material 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.
11. Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. A Pesticide Use Proposal must be submitted for each chemical used, and it cannot be used until approval has been obtained in writing from the Authorized Officer. The proposal needs to identify any surfactants or dyes used in the spraying operation. Applicator(s) of chemicals used must have completed pesticide certification training and have a current up to date Certified Pesticide

Applicator's License. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year. This includes the following:

- Brand or Product name
- EPA registration number
- Total amount applied (use rate #A.I./acre)
- Date of application
- Location of application
- Size of area treated
- Method of treatment (air/ground)
- Name of applicator
- Certification number and dates
- Costs to treatment
- Amount of surfactants or dyes used in spraying operation

The record information must be recorded no later than 14 calendar days following the pesticide or herbicide application and must be maintained for ten years.

12. 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.
13. The holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any Hazardous Materials, as defined in this paragraph, that will be used, produced, transported or stored on or within the right-of-way, or used in the construction, operation, maintenance or decommission of the right-of-way or any of its facilities. 'Hazardous material' means any substance, pollutant or contaminant that is listed as hazardous under the CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any 'Hazardous waste' as defined in the RCRA of 1976, as amended, 42 U.S.C. 6901 et seq. and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended. 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas. The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
14. Within 120 calendar days of completion of construction, the holder will 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, and applicable laws and regulations.

15. The holder will be liable for all fire suppression costs resulting from fires caused during construction or operations. The holder shall comply with all guidelines and restrictions imposed by agency fire control officials.
16. The holder shall fund in accordance with 43 CFR 2805.16 a third party Compliance and Inspection Program as deemed necessary by the Authorized Officer to ensure compliance with the terms, conditions, and stipulations of this right-of-way lease/grant and applicable laws and regulations.
17. 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 his delegate. Such authorization shall be a written Change of Verification. Each Change of Verification shall authorize construction or use only as therein expressly stated and only for the particular location and use therein described. All Changes of Verification 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 verification 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.
18. The applicant shall consult with USFWS, BLM, and CFGD to obtain updated lists of special status plant species (i.e., Federally listed species, candidate specie, BLM sensitive, and California state listed species) that have the potential for occurrence on the project area based on the current distribution of the species, habitat associations, and previously documented occurrences of the species within the project area. Based on these species' lists provided by these agencies, the BLM shall consider whether further field surveys shall be conducted during the appropriate season and within suitable habitat in the Project area utilizing survey protocols appropriate for the species' of interest. If special status plant species occurrences are identified, the preferred mitigation would consist of avoidance, whenever practical.
19. The applicant shall prepare a MBTA Conservation Agreement in coordination with the USFWS, BLM, and CFGD. This Plan would identify procedures to minimize or eliminate impacts to MBTA species. Procedures may include, but are not limited to, pre-construction clearing and grading outside of breeding seasons, enforceable timing restrictions and identification of permissible activities within a prescribed distance from active nests, survey protocols for raptors and MBTA species, buffer zones around active nests, monitoring and reporting requirements.
20. The applicant shall conduct visual biweekly surveys for bird and bat mortalities throughout the project site. In addition to the photo documentation of bird mortalities (Item #14 in BIO-11), mortalities and injuries to bats and other wildlife shall be photo documented. Additionally, data would document the species affected and any overt signs of injury resulting in death (e.g., scorched feathers). This information would be compiled and provided to the BLM on quarterly intervals for the first three years, then annually thereafter, unless otherwise requested by the BLM. This data would add to the understanding of impacts of solar facilities on avian and bat species. BLM would maintain the authority to require additional mitigation of the applicant in the future to reduce collision or heat-related injuries.

21. To minimize potential impacts to Nelson bighorn sheep, the applicant shall not use barbed wire fence on the northern perimeter of the Ivanpah 3 site, unless required for security reasons.
22. The applicant shall monitor and control noxious and invasive weeds within 100 feet of the artificial water source. Control of weeds shall be coordinated with the BLM staff and shall consist of removal by mechanical methods, rather than herbicides.
23. The project owner shall implement the Closure, Revegetation, and Rehabilitation Plan, Revision 4, dated September 29, 2010, that contains the following modifications.
 1. The long-term soil stockpiles, as discussed in Table 5-2 of the plan, will be no higher than 6 feet high.
 2. The Preliminary Seeding Plan for Short-Term Disturbed Areas, and to be used as the basis for the seeding during final project decommissioning, will be based upon the species list provided in Table 7-1 of the plan, rather than the species list in Table 7-2. The list may be modified at the time of decommissioning based on seed availability.
 3. Concrete will be removed to a minimum depth of 6 feet unless it is shown that a particular area is prone to flood hazards and a greater depth for concrete removal should be required. All concrete removed shall be hauled off the project site and disposed of in an approved facility. Crushed concrete will not be used as backfill on the site during decommissioning.
 4. Succulents salvaged during project construction will not be sold by the applicant. Should excess succulents be removed that cannot be transplanted in the Succulent Nursery Area, their disposition will be managed by BLM.
24. USFWS has notified BLM that due to the proximity of known occupied golden eagle territories, and that the effects of power towers on bald and golden eagles is unknown, this project has the potential to take an eagle. Due to the distance of the project site to known eagle territories, available mitigation measures (some of which are already described in other measures identified in this section), and habitat compensation associated with other species (i.e. desert tortoise), USFWS believes that this project can reach the "no net loss" standard for golden eagles identified in the Eagle Act Rule if the applicant submits and implements an Avian Protection Plan. The holder shall submit an Avian Protection Plan for approval of the Authorized Officer within 6 months of the issuance of any ROW grant for the project. The Avian Protection Plan must be implemented within one year from the date of any ROW grant Notice to Proceed.
25. The following reasonable and prudent measures are necessary and appropriate to minimize take of desert tortoises during the implementation of the ISEGS project:
 1. The Holder must ensure that desert tortoises do not enter fenced project facilities.
 2. The Holder must ensure that the level of incidental take anticipated in this biological opinion is commensurate with the analysis contained therein.
 3. The Holder must ensure that translocation of desert tortoises does not result in injury or mortality of translocated or resident desert tortoises that is substantially elevated above natural injury and mortality rates within the action area.
 4. The Holder must ensure that translocated desert tortoises are routinely monitored to prevent loss of these animals prior to the removal of transmitters because translocated desert tortoises have the potential to move long distances in a relatively short period of time.
 5. The Holder must ensure that the BrightSource facility does not serve as a subsidy to common ravens.

6. The Holder must ensure that desert tortoises that exhibit clinical signs of disease are not translocated.
26. The Holder must comply with the following terms and conditions, which implement the reasonable and prudent measures described above. These conditions are non- discretionary.
27. The Holder shall monitor the integrity of all desert tortoise exclusion fencing at least once a month and following any rain events that result in surface flow of water in washes within the action area. The Holder shall promptly repair and damage identified during monitoring.
28. To ensure that the measures proposed by the Bureau and BrightSource are effective and are being properly implemented, the Holder shall contact the BLM Authorized Officer and the FWS immediately if it becomes aware that a desert tortoise has been killed or injured by project activities. At that time, the Service and the Bureau must review the circumstances surrounding the incident to determine whether additional protective measures are required. Project activities may continue pending the outcome of the review, provided that the proposed protective measures and any appropriate terms and conditions of this biological opinion have been and continue to be fully implemented.
29. If more than 93 subadult or adult desert tortoises are identified for translocation during clearance surveys of the project site, the Holder shall notify the BLM Authorized Officer so BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This condition only applies to clearance of the project site for construction and does not apply to the short distance movement of desert tortoises out of harm's way during activities that occur outside of the fenced project site.
30. If 9 desert tortoises are directly killed or injured as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion over the life of the ISEGS project, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a) (2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
31. If 3 desert tortoises are killed in any 1 year as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a) (2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
32. If 10 translocated desert tortoises suffer mortality within the post-translocation monitoring period, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.

33. If monitoring of translocated and resident desert tortoises indicates a statistically significant elevation in mortality rates above that observed in control populations, the holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.
34. The Holder shall monitor all translocated desert tortoises according to the following schedule: 1) within 24 hours of release, 2) twice weekly for the first 2 weeks after release, 3) starting the third week after release, at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
35. The Holder shall monitor all translocated desert tortoises in the resident and control populations at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
36. The holder shall extend monitoring and adaptive management programs associated with holders monitoring and adaptive management program of common ravens beyond the required term if the BLM and FWS determine that further monitoring and adaptive management are warranted.
37. After performance of visual health assessments on project-site desert tortoises, the Holder shall contact the BLM and the Ventura Fish and Wildlife Office with the results of the health assessments prior to commencement of translocation.
38. The Holder shall ensure that all individuals that will perform visual health assessments and blood collection have been specifically authorized or trained for that activity by the FWS.
39. This stipulation relates only to the establishment of the BLM compensation requirement and does not reflect conditions imposed by the State of California in BIO 17. To mitigate for habitat loss and potential take of desert tortoise, the holder shall provide compensatory mitigation at a 1:1 ratio for impacts to 3,472 acres as described in the final Plan of Development. The BLM 1:1 ratio is developed in accordance with BLM's desert tortoise mitigation requirements as described in the Northern and Eastern Mojave Desert Management Plan (BLM 2002). The BLM mitigation requirement will be satisfied through completing habitat enhancement projects on suitable lands located within the Northern and Eastern Mojave Recovery Unit. Those habitat enhancement projects are further described below.

The priority for desert tortoise habitat enhancement projects are the installation of at least 50 miles of desert tortoise exclusion fencing, and habitat restoration of at least 50 routes within the Desert Wildlife Management Area, or other similar rehabilitation activities that meet BLM, FWS, DFG, and Energy Commission approval. (Note: This requirement applies to the entire 3,472 acre project but may be prorated on an acreage percentage basis among the four right-of-way grants). The BLM and the FWS will utilize the Desert Tortoise Recovery Office's (DTRO) Spatial Decision Support System to model this project's net impacts to tortoise vs. the net benefits of mitigation measures to determine the exact fencing requirements and route closures required. If the results from SDSS indicate that 50 miles of fencing and 50 routes restored is not sufficient to offset net impacts, additional habitat enhancements would be required. Other habitat enhancement measures that may be implemented in addition to tortoise fencing of roads include fencing the public land boundary around Nipton and Goffs to minimize OHV use, removal of exotic species from tortoise habitat, clean up destroyed or damaged habitat areas, such as illegal dumpsites, and contributing funds to a Service approved head start research facility.

The Holder may elect to satisfy the requirements of this mitigation measure by depositing funds into the Renewable Energy Action Team (REAT) Account established with the National Fish and Wildlife Foundation (NFWF) in accordance with the following table.

If the Holder elects not to utilize the REAT NFWF Account, they must assume the full financial responsibility for completing the required habitat enhancement projects within 2-years of the effective date of the ROW grant. The holder is also responsible for the long term maintenance and upkeep of installed projects and is required to obtain an appropriate authorization from the BLM, such as a right-of-way grant, prior to the installation and maintenance of installed projects. The maintenance shall occur for the duration of project impacts. The holder will be responsible for all costs associated with processing right-of-way applications for the enhancement projects. Failure of the holder to complete enhancement actions under this mitigation measure within the 2-year time frame will be grounds for suspension of the right-of-way.

If the REAT NFWF Account is used for the enhancement projects, the holder shall ensure funds are transferred into the account in accordance with the prescribed REAT NFWF table within 6 months to ensure enhancement projects can be implemented within the 2-year deadline.

Desert Renewable Energy
 REAT1 Biological Resource Compensation/Mitigation Cost Estimate2 Breakdown
 September 14, 2010

The purpose of this table is to describe estimated costs that may be associated with implementing off-site biological mitigation/compensation required by one or more of the REAT agencies.

	Task	Cost
1.	Land Acquisition	\$1000 per acre ³
2.	Level 1 Environmental Site Assessment	\$3000 per parcel ⁴
3.	Appraisal	\$5000 per parcel ⁴
4.	Initial site work - clean-up, enhancement , restoration	\$250 per acre
5.	Closing and Escrow Costs – 2 transactions at \$2500 each; landowner to 3 rd party and 3 rd party to agency ⁵	\$5000 for 2 transactions
6.	Agency costs to review and determine accepting land donation - includes 2 physical inspections; review and approval of the Level 1 ESA assessment; review of all title documents; drafting deed and deed restrictions; issue escrow instructions; mapping the parcels....	15% of land acquisition costs (#1) × 1.17 (17% of the 15% for overhead) ⁶
	SUBTOTAL for Acquisition & Initial Site Work for Permittee-Directed and REAT-NFWF MOA Options	\$
7.	Long-term Management and Maintenance (LTMM) - includes land management; enforcement and defense of easement or title [short and long term]; region-wide raven management; monitoring....	\$1450 per acre ⁷
	REAT-NFWF MOA Mitigation Account Additions [only applicable if the REAT Mitigation Account is used for all or a portion of the mitigation]	
8.	Biological survey for determining mitigation value of land (habitat based with species specific augmentation)	\$5000 per parcel ⁴
9.	3 rd party administrative costs - includes staff time to work with agencies and landowners; develop management plan; oversee land transaction; organizational reporting and due diligence; review of acquisition documents; assembling acres to acquire....	10% of land acquisition cost (#1)
10.	Establish the project specific sub-account ⁸	\$12,000
11.	Pre-proposal Modified RFP or RFP processing ⁹	\$30,000
12.	NFWF management fee for acquisition & initial site work	3% of SUBTOTAL, & Tasks #8, #9
13.	NFWF management fee for LTMM	1% of LTMM
	TOTAL for deposit into the REAT-NFWF MOA Project Specific Mitigation Sub-Account	\$

- 1 Not all costs will apply to all REAT agency requirements. For example, some of the elements in this table are not intended to be used as a basis for prescribing security to meet obligations under the California Endangered Species Act.
- 2 All costs are best estimates as of summer 2010. This cost estimate table will be updated once per quarter, at a minimum. Actual costs will be determined at the time of the transactions and may change the funding needed to implement the required mitigation obligation. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation (MOA v.1.).
- 3 Generalized estimate taking into consideration a likely jump in land costs due to demand, and an 18-24 month window to acquire the land after agency decisions are made. If the agencies, developer, or 3rd party has better, credible information on land costs in the specific area where project specific mitigation lands are likely to be purchased, that data overrides this general estimate. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation.
- 4 Parcel sizes may range from 1 acre to over 640 acres, plus. The 40 acre estimate is used for illustration purposes only. The general location of the land acquisition(s) will determine the generalized parcel size for determining project specific estimates.
- 5 Two transactions at \$2500 each: landowner to 3rd party; 3rd party to agency. The transactions will likely be separated in time. State agencies may or may not require this funding.
- 6 Always required for Federal agency donations. State agencies may or may not require cost to accept donations. SB 34 projects do not have to pay this fee
- 7 Estimate for purposes of calculating general costs. The general location and parcel size(s) of the land acquisition may also factor into the estimate. The actual long term management and maintenance costs will be determined using a Property Analysis Report (PAR) or a PAR like assessment tailored to the specific acquisition.
- 8 Each renewable energy project will be a separate sub account within the REAT NFWF account, regardless of the number of required mitigation actions per project. If a project and its mitigation are phased, this fee is only applied when the project specific account is established and not charged again when additional funds are deposited with subsequent phases.
- 9 If determined necessary by the REAT agencies if multiple 3rd parties have expressed interest; for transparency and objective selection of 3rd party to carryout acquisition.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY LEASE/GRANT

SERIAL NUMBER CACA-48668

1. As authorized by the Record of Decision for the Ivanpah Solar Electric Generating System, Ivanpah 2 Site, dated October 7, 2010, a right-of-way lease/grant is hereby issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) and the Bureau of Land Management right-of-way regulations (43 CFR Part 2800).
2. Nature of Interest:
 - a. By this instrument, the holder:

Solar Partners I, LLC
1999 Harrison Street, Suite 500
Oakland, CA 94612

receives a right to use and occupy the following described public lands to construct, operate, maintain, and decommission a 125 MW thermal concentrated solar power tower electric generation project and its ancillary facilities as described in the approved Plan of Development (POD):

See attached legal description and map (Exhibit A).
 - b. instrument issued herein consists of a concentrated thermal solar power tower facility and generation tie in transmission line and contains 1,076.51 acres, more or less.
 - c. This instrument shall expire on 12/31/2039 unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may be renewed by the Authorized Officer. The holder is required to submit an application for renewal at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations. 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 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.
- f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR 2805.15(a). The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way.
- g. This instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14 including but not limited to:

CACA-015390	Southern California Edison transmission line
CACA-35994	Prima Land Development Corporation wells and pipeline
CARI-001730	Southern California Edison transmission line
CACA-016390	Las Angeles Department of Water and Power transmission line
CACA-034119	Primm Valley Golf Course wells and pipeline

3. Rental:

- a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management the fair market value of the right-of-way, which includes both base rent and a megawatt capacity fee, as determined by the Authorized Officer unless specifically exempted from such payment by law or regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in fair market value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities.
- b. The rental includes an annual base rent for the acreage of the public land included in the authorization and a megawatt capacity fee based on the authorized megawatt capacity of the approved solar energy facilities. The base rent is due and payable upon the date of issuance of this instrument and will be paid on an annual basis consistent with the regulations. The base rent will be adjusted each year based on the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) index. The megawatt capacity fee is based on the authorized megawatt capacity approved by the Authorized Officer, or an approved phase of development, and will be paid on an annual basis upon the start of electric generation from the solar energy facilities. The megawatt capacity fee will be phased-in over a 5-year period after the start of electric generation (at the rate of 20 percent the first year, 40 percent the second year, 60 percent the third year, 80 percent the fourth year, and 100 percent the fifth and subsequent

years of operations). The 5-year phase-in period will apply separately to each phase of development as approved by the Authorized Officer.

4. Bond:

- a. 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. If the Notice to Proceed is limited to only an initial phase of development or activity, the bond amount will be limited to that phase or activity. The bond amount would increase with the issuance of a Notice to Proceed for future phases of development or additional activities. 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. Acceptable bond instruments include cash, cashier's or certified check, certificate or book entry deposits, negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount, or surety bonds from the approved list of sureties (U.S. Treasury Circular 570) payable to the Bureau of Land Management. The Authorized Officer will not accept a letter of credit as an acceptable form of bond. The Authorized Officer will review the bond on an annual basis to ensure adequacy of the bond amount. The bond will also 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 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.

5. Terms and Conditions:

- a. This instrument is issued subject to the holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in Title 43 Code of Federal Regulations Part 2800, including the terms and conditions required by 43 CFR 2805.12. Failure of the holder to comply with applicable law or regulations or any terms, conditions, or stipulations of this instrument shall constitute grounds for suspension or termination thereof. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as

otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR 2805.15(e).

- b. The right-of-way Stipulations (Exhibit B), attached hereto, and the approved Plan of Development, dated September 2010, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.
- c. The holder shall perform all operations in a good and workmanlike manner, consistent with the approved Plan of Development, so as to ensure protection of the environment and the health and safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2807.16 to protect public health or safety or the environment if the Authorized Officer determines that the holder has violated one or more of the terms, conditions, or stipulations of this instrument. An immediate temporary suspension order is effective until the holder receives a written Notice to Proceed from the Authorized Officer.
- d. 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 his/her 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.
- e. The holder shall start construction of the initial phase of development within 12 months after issuance of a Notice to Proceed but no later than 24 months after the effective date of the issuance of this right-of-way lease/grant. The holder shall complete construction within the timeframes approved in the Plan of Development, but no later than 24 months after start of construction, unless the project has been approved for phased development as provided for in paragraph (5)(f).
- f. If this right-of-way lease/grant and approved Plan of Development provides for a phased development, construction of each subsequent phase must begin within 3 years of the start of construction of the previous phase. A Notice to Proceed will be required to be issued by the Authorized Officer for each phase of development. The Notice to Proceed for a particular phase of development may be subject to the issuance of additional Notices to Proceed for specific activities within the particular development phase.
- g. During operations, the holder shall maintain all onsite electrical generation equipment and facilities in accordance with the design standards in the approved Plan of Development. Any idle, improperly functioning, or abandoned equipment or facilities that have been inoperative for any continuous period of 3 months or more must be repaired, placed into service, and/or removed from the site within 30 calendar days from receipt of a written Notice of Failure to Ensure Diligent Development from the Authorized Officer, unless the holder is provided an extension of time by the Authorized Officer. To obtain an extension of the 30-day deadline, the holder must submit a written request to the Authorized Officer and show therein good cause for any delays in repairs, use, or removal; an

estimate when corrective action will be completed; and evidence of diligent operation of the equipment and/or facilities.

- h. Failure of the holder to comply with any diligent development provision of this instrument may cause the Authorized Officer to suspend or terminate the authorization in accordance with 43 CFR 2807.17 - 2807.19, and use the posted Performance and Reclamation bond to cover the costs for removal of any equipment and/or facilities. The Authorized Officer will provide the holder a written Notice of Failure to Ensure Diligent Development prior to the suspension or termination of the authorization. The holder will be provided an opportunity to correct any noncompliance in accordance with 43 CFR 2807.18 or submit a written request to the Authorized Officer for an extension of the timelines in the approved Plan of Development.
- i. Upon termination by the Authorized Officer or expiration of this instrument, all improvements shall be removed from the public lands within 180 calendar days or otherwise disposed of as provided for in the approved Plan of Development, or as directed by the Authorized Officer.
- j. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- k. This instrument may be assigned consistent with the regulations, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the regulations. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.
- l. Upon the request of the Authorized Officer, the holder shall provide access to environmental, technical, and financial records, reports, and other information related to construction, operation, maintenance, and decommissioning of the right-of-way. Any information marked confidential or proprietary will be kept confidential to the extent allowed by law. Failure of the holder to cooperate with such request, provide data, or grant access to such records, reports, and information may, at the discretion of the Authorized Officer, result in suspension or termination of the right-of-way lease/grant in accordance with the regulations.

IN WITNESS WHEREOF, The undersigned agree to the terms and conditions of this right-of-way.

SOLAR PARTNERS I, LLC

By: BrightSource Energy, Inc.,
as managing member

Bureau of Land Management


Steve DeYoung



ACTING DIRECTOR

10/7/10
(Date)

10-7-10
(Effective Date of Lease/Grant)

Attachments

- Exhibit A: Legal Description and Map
- Exhibit B: Stipulations

EXHIBIT A

LEGAL DESCRIPTION AND MAP

Below is the legal description for the lands affected by the right-of-way grant/lease.

T. 17 N., R. 14 E., SBM

sec. 27, SW¹/₄NW¹/₄, SW¹/₄, SW¹/₄SE¹/₄;

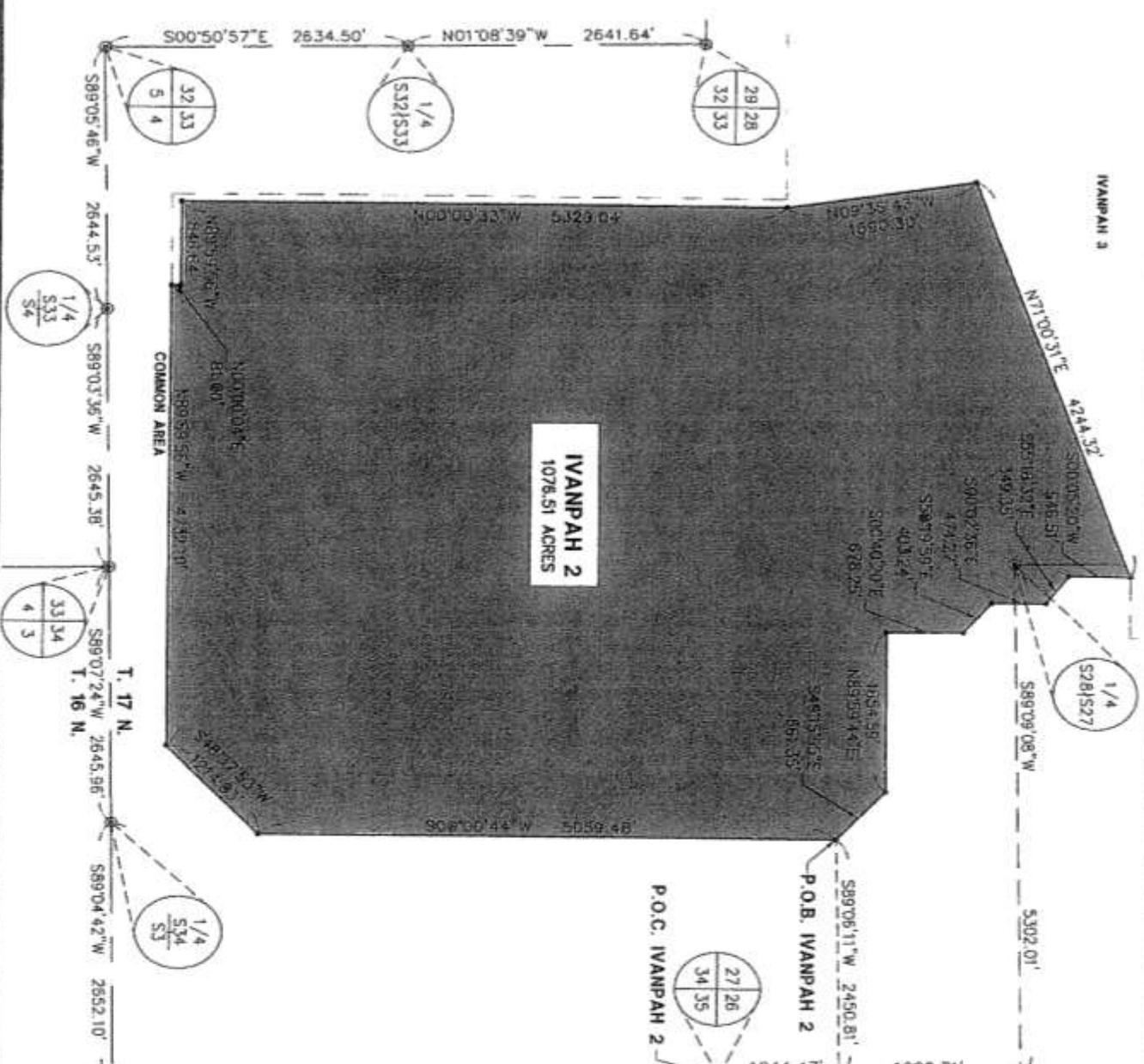
sec. 28, S¹/₂NE¹/₄, SE¹/₄NW¹/₄, E¹/₂SW¹/₄, SE¹/₄;

sec. 33, E¹/₂, E¹/₂W¹/₂;

sec. 34, W¹/₂E¹/₂, W¹/₂.

Acres: 1,076.51

MANPAH 3



IVANPAH 2
1076.51 ACRES

P.O.B. IVANPAH 2

LEGEND

- SECTION LINE
- - - QUARTER SECTION LINE
- BLM LEASE LINE
- LEASE AREA CORNER
- ⊙ FOUND MONUMENT
- P.O.C. POINT OF COMMENCING
- P.O.B. POINT OF BEGINNING



**EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
BLM LEASE AREA - MANPAH 2**

W.O.#: 7276
 DATE: 09/08/2010
 BY: KAK
 SCALE: 1"=1000'
 SHEET 1 OF 1



EXHIBIT B

STIPULATIONS

1. 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 by approval of the Authorized Officer. Any surface disturbing activity, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way lease/grant, including all stipulations and approved Plan of Development, shall be made available on the right-of-way 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.
2. The holder shall comply with the CEC License and Conditions of Certification, issued by the California Energy Commission on September 22, 2010. Noncompliance with the requirements of the License and Conditions of Certification will be grounds for immediate temporary suspension of activities and operations within the right-of-way by the Authorized Officer.
3. The holder shall comply with the Biological Opinion for listed and proposed species associated with this project signed by the US Fish and Wildlife Service on October 1, 2010. Failure to comply with the requirements of the Biological Opinion shall be cause for suspension or termination of the right-of-way authorization.
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. 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 and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the holder. The holder shall also comply with the Programmatic Agreement titled, "*Programmatic Agreement for Historic Steel Lattice Towers*" signed and executed by all parties and effective on September 28, 2010.
5. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the Authorized Officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of the right-of-way lease/grant.
6. Unless otherwise agreed to in writing by the Authorized Officer, powerlines shall be constructed in accordance with standards outlined in "Suggested Practices for Raptor Protection on Powerlines", Raptor Research Foundation, Inc., 1996. The holder shall assume the burden and expense of proving that pole designs not shown in the above publication are "eagle safe." Such proof shall be provided by a raptor expert approved by the Authorized Officer. The BLM reserves the right to require modifications

or additions to all powerline structures placed on this right-of-way, should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.

7. 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 his 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.
8. 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.
9. 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. Surveys by registered land surveyors will be examined by the Authorized Officer and the BLM State Office Chief Cadastral Surveyor for conformance with the Manual of Surveying Instructions and State laws and regulations before being filed in the appropriate State or county offices of record. The holder shall be responsible for all administrative and survey costs.
10. 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 pesticides, the holder shall obtain from the Authorized Officer, written approval of a Pesticide Use Proposal Plan showing the type and quantity of material 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.
11. Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. A Pesticide Use Proposal must be submitted for each chemical used, and it cannot be used until approval has been obtained in writing from the Authorized Officer. The proposal needs to identify any surfactants or dyes used in the spraying operation. Applicator(s) of chemicals used must have completed pesticide certification training and have a current up to date Certified Pesticide

Applicator's License. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year. This includes the following:

- Brand or Product name
- EPA registration number
- Total amount applied (use rate #A.I./acre)
- Date of application
- Location of application
- Size of area treated
- Method of treatment (air/ground)
- Name of applicator
- Certification number and dates
- Costs to treatment
- Amount of surfactants or dyes used in spraying operation

The record information must be recorded no later than 14 calendar days following the pesticide or herbicide application and must be maintained for ten years.

12. 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.
13. The holder shall comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous materials, as defined by 43 CFR 2801.5 that will be used, produced, or transported on or within the right-of-way, or used in the construction, operation, maintenance, or decommissioning of the right-of-way or any of its facilities. The holder agrees in accordance with 43 CFR 2807.12(e) to fully indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 et seq., or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
14. Within 120 calendar days of completion of construction, the holder will 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, and applicable laws and regulations.
15. The holder will be liable for all fire suppression costs resulting from fires caused during construction or operations. The holder shall comply with all guidelines and restrictions imposed by agency fire control officials.

16. The holder shall fund in accordance with 43 CFR 2805.16 a third party Compliance and Inspection Program as deemed necessary by the Authorized Officer to ensure compliance with the terms, conditions, and stipulations of this right-of-way lease/grant and applicable laws and regulations.
17. 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 his delegate. Such authorization shall be a written Change of Verification. Each Change of Verification shall authorize construction or use only as therein expressly stated and only for the particular location and use therein described. All Changes of Verification 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 verification 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.
18. The applicant shall consult with USFWS, BLM, and CFGD to obtain updated lists of special status plant species (i.e., Federally listed species, candidate species, BLM sensitive, and California state listed species) that have the potential for occurrence on the project area based on the current distribution of the species, habitat associations, and previously documented occurrences of the species within the project area. Based on these species' lists provided by these agencies, the BLM shall consider whether further field surveys shall be conducted during the appropriate season and within suitable habitat in the Project area utilizing survey protocols appropriate for the species' of interest. If special status plant species occurrences are identified, the preferred mitigation would consist of avoidance, whenever practical.
19. The applicant shall prepare a MBTA Conservation Agreement in coordination with the USFWS, BLM, and CFGD. This Plan would identify procedures to minimize or eliminate impacts to MBTA species. Procedures may include, but are not limited to, pre-construction clearing and grading outside of breeding seasons, enforceable timing restrictions and identification of permissible activities within a prescribed distance from active nests, survey protocols for raptors and MBTA species, buffer zones around active nests, monitoring and reporting requirements.
20. The applicant shall conduct visual biweekly surveys for bird and bat mortalities throughout the project site. In addition to the photo documentation of bird mortalities (Item #14 in BIO-11), mortalities and injuries to bats and other wildlife shall be photo documented. Additionally, data would document the species affected and any overt signs of injury resulting in death (e.g., scorched feathers). This information would be compiled and provided to the BLM on quarterly intervals for the first three years, then annually thereafter, unless otherwise requested by the BLM. This data would add to the understanding of impacts of solar facilities on avian and bat species. BLM would maintain the authority to require additional mitigation of the applicant in the future to reduce collision or heat-related injuries.
21. To minimize potential impacts to Nelson bighorn sheep, the applicant shall not use barbed wire fence on the northern perimeter of the Ivanpah 3 site, unless required for security reasons.

22. The applicant shall monitor and control noxious and invasive weeds within 100 feet of the artificial water source. Control of weeds shall be coordinated with the BLM staff and shall consist of removal by mechanical methods, rather than herbicides.
23. The project owner shall implement the Closure, Revegetation, and Rehabilitation Plan, Revision 4, dated September 29, 2010, that contains the following modifications.
 1. The long-term soil stockpiles, as discussed in Table 5-2 of the plan, will be no higher than 6 feet high.
 2. The Preliminary Seeding Plan for Short-Term Disturbed Areas, and to be used as the basis for the seeding during final project decommissioning, will be based upon the species list provided in Table 7-1 of the plan, rather than the species list in Table 7-2. The list may be modified at the time of decommissioning based on seed availability.
 3. Concrete will be removed to a minimum depth of 6 feet unless it is shown that a particular area is prone to flood hazards and a greater depth for concrete removal should be required. All concrete removed shall be hauled off the project site and disposed of in an approved facility. Crushed concrete will not be used as backfill on the site during decommissioning.
 4. Succulents salvaged during project construction will not be sold by the applicant. Should excess succulents be removed that cannot be transplanted in the Succulent Nursery Area, their disposition will be managed by BLM.
24. USFWS has notified BLM that due to the proximity of known occupied golden eagle territories, and that the effects of power towers on bald and golden eagles is unknown, this project has the potential to take an eagle. Due to the distance of the project site to known eagle territories, available mitigation measures (some of which are already described in other measures identified in this section), and habitat compensation associated with other species (i.e. desert tortoise), USFWS believes that this project can reach the “no net loss” standard for golden eagles identified in the Eagle Act Rule if the applicant submits and implements an Avian Protection Plan. The holder shall submit an Avian Protection Plan for approval of the Authorized Officer within 6 months of the issuance of any ROW grant for the project. The Avian Protection Plan must be implemented within one year from the date of any ROW grant Notice to Proceed.
25. The following reasonable and prudent measures are necessary and appropriate to minimize take of desert tortoises during the implementation of the ISEGS project:
 1. The Holder must ensure that desert tortoises do not enter fenced project facilities.
 2. The Holder must ensure that the level of incidental take anticipated in this biological opinion is commensurate with the analysis contained therein.
 3. The Holder must ensure that translocation of desert tortoises does not result in injury or mortality of translocated or resident desert tortoises that is substantially elevated above natural injury and mortality rates within the action area.
 4. The Holder must ensure that translocated desert tortoises are routinely monitored to prevent loss of these animals prior to the removal of transmitters because translocated desert tortoises have the potential to move long distances in a relatively short period of time.
 5. The Holder must ensure that the BrightSource facility does not serve as a subsidy to common ravens.
 6. The Holder must ensure that desert tortoises that exhibit clinical signs of disease are not translocated.

26. The Holder must comply with the following terms and conditions, which implement the reasonable and prudent measures described above. These conditions are non- discretionary.
27. The Holder shall monitor the integrity of all desert tortoise exclusion fencing at least once a month and following any rain events that result in surface flow of water in washes within the action area. The Holder shall promptly repairs and damage identified during monitoring.
28. To ensure that the measures proposed by the Bureau and BrightSource are effective and are being properly implemented, the Holder shall contact the BLM Authorized Officer and the FWS immediately if it becomes aware that a desert tortoise has been killed or injured by project activities. At that time, the Service and the Bureau must review the circumstances surrounding the incident to determine whether additional protective measures are required. Project activities may continue pending the outcome of the review, provided that the proposed protective measures and any appropriate terms and conditions of this biological opinion have been and continue to be fully implemented.
29. If more than 93 subadult or adult desert tortoises are identified for translocation during clearance surveys of the project site, the Holder shall notify the BLM Authorized Officer so BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This condition only applies to clearance of the project site for construction and does not apply to the short distance movement of desert tortoises out of harm's way during activities that occur outside of the fenced project site.
30. If 9 desert tortoises are directly killed or injured as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion over the life of the ISEGS project, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
31. If 3 desert tortoises are killed in any 1 year as a result of any construction, operation, maintenance, decommissioning, or restoration activities covered by this biological opinion, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action. This term and condition also applies to direct mortality associated handling of desert tortoises during translocation and post-translocation monitoring on the resident, control, and translocated populations. However, it does not apply to mortality associated with post-translocation mortality that is not related to direct handling of the individuals.
32. If 10 translocated desert tortoises suffer mortality within the post-translocation monitoring period, the Holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.

33. If monitoring of translocated and resident desert tortoises indicates a statistically significant elevation in mortality rates above that observed in control populations, the holder shall inform the BLM so the BLM can re-initiate consultation, pursuant to the implementing regulations for section 7(a)(2) of the Endangered Species Act at 50 Code of Federal Regulations 402.16, on the proposed action.
34. The Holder shall monitor all translocated desert tortoises according to the following schedule: 1) within 24 hours of release, 2) twice weekly for the first 2 weeks after release, 3) starting the third week after release, at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
35. The Holder shall monitor all translocated desert tortoises in the resident and control populations at least once a week from March 1 to October 31 and once every other week from November 1 to February 28.
36. The holder shall extend monitoring and adaptive management programs associated with holders monitoring and adaptive management program of common ravens beyond the required term if the BLM and FWS determine that further monitoring and adaptive management are warranted.
37. After performance of visual health assessments on project-site desert tortoises, the Holder shall contact the BLM and the Ventura Fish and Wildlife Office with the results of the health assessments prior to commencement of translocation.
38. The Holder shall ensure that all individuals that will perform visual health assessments and blood collection have been specifically authorized or trained for that activity by the FWS.
39. This stipulation relates only to the establishment of the BLM compensation requirement and does not reflect conditions imposed by the State of California in BIO 17. To mitigate for habitat loss and potential take of desert tortoise, the holder shall provide compensatory mitigation at a 1:1 ratio for impacts to 3,472 acres as described in the final Plan of Development. The BLM 1:1 ratio is developed in accordance with BLM's desert tortoise mitigation requirements as described in the Northern and Eastern Mojave Desert Management Plan (BLM 2002). The BLM mitigation requirement will be satisfied through completing habitat enhancement projects on suitable lands located within the Northern and Eastern Mojave Recovery Unit. Those habitat enhancement projects are further described below.

The priority for desert tortoise habitat enhancement projects are the installation of at least 50 miles of desert tortoise exclusion fencing, and habitat restoration of at least 50 routes within the Desert Wildlife Management Area, or other similar rehabilitation activities that meet BLM, FWS, DFG, and Energy Commission approval. (Note: This requirement applies to the entire 3,472 acre project but may be prorated on an acreage percentage basis among the four right-of-way grants). The BLM and the FWS will utilize the Desert Tortoise Recovery Office's (DTRO) Spatial Decision Support System to model this project's net impacts to tortoise vs. the net benefits of mitigation measures to determine the exact fencing requirements and route closures required. If the results from SDSS indicate that 50 miles of fencing and 50 routes restored is not sufficient to offset net impacts, additional habitat enhancements would be required. Other habitat enhancement measures that may be implemented in addition to tortoise fencing of roads include fencing the public land boundary around Nipton and Goffs to minimize OHV use, removal of exotic species from tortoise habitat, clean up destroyed or damaged habitat areas, such as illegal dumpsites, and contributing funds to a Service approved head start research facility.

The Holder may elect to satisfy the requirements of this mitigation measure by depositing funds into the Renewable Energy Action Team (REAT) Account established with the National Fish and Wildlife Foundation (NFWF) in accordance with the following table.

If the Holder elects not to utilize the REAT NFWF Account, they must assume the full financial responsibility for completing the required habitat enhancement projects within 2-years of the effective date of the ROW grant. The holder is also responsible for the long term maintenance and upkeep of installed projects and is required to obtain an appropriate authorization from the BLM, such as a right-of-way grant, prior to the installation and maintenance of installed projects. The maintenance shall occur for the duration of project impacts. The holder will be responsible for all costs associated with processing right-of-way applications for the enhancement projects. Failure of the holder to complete enhancement actions under this mitigation measure within the 2-year time frame will be grounds for suspension of the right-of-way.

If the REAT NFWF Account is used for the enhancement projects, the holder shall ensure funds are transferred into the account in accordance with the prescribed REAT NFWF table within 6 months to ensure enhancement projects can be implemented within the 2-year deadline.

REAT1 Biological Resource Compensation/Mitigation Cost Estimate2 Breakdown
September 14, 2010

The purpose of this table is to describe estimated costs that may be associated with implementing off-site biological mitigation/compensation required by one or more of the REAT agencies.

	Task	Cost
1.	Land Acquisition	\$1000 per acre ³
2.	Level 1 Environmental Site Assessment	\$3000 per parcel ⁴
3.	Appraisal	\$5000 per parcel ⁴
4.	Initial site work - clean-up, enhancement , restoration	\$250 per acre
5.	Closing and Escrow Costs – 2 transactions at \$2500 each; landowner to 3 rd party and 3 rd party to agency ⁵	\$5000 for 2 transactions
6.	Agency costs to review and determine accepting land donation - includes 2 physical inspections; review and approval of the Level 1 ESA assessment; review of all title documents; drafting deed and deed restrictions; issue escrow instructions; mapping the parcels....	15% of land acquisition costs (#1) × 1.17 (17% of the 15% for overhead) ⁶
	<i>SUBTOTAL for Acquisition & Initial Site Work for Permittee-Directed and REAT-NFWF MOA Options</i>	\$
7.	Long-term Management and Maintenance (LTMM) - includes land management; enforcement and defense of easement or title [short and long term]; region-wide raven management; monitoring....	\$1450 per acre ⁷
	<i>REAT-NFWF MOA Mitigation Account Additions [only applicable if the REAT Mitigation Account is used for all or a portion of the mitigation]</i>	
6. 8.	Biological survey for determining mitigation value of land (habitat based with species specific augmentation)	\$5000 per parcel ⁴
7. 9.	3 rd party administrative costs - includes staff time to work with agencies and landowners; develop management plan; oversee land transaction; organizational reporting and due diligence; review of acquisition documents; assembling acres to acquire....	10% of land acquisition cost (#1)
10.	Establish the project specific sub-account ⁸	\$12,000
11.	Pre-proposal Modified RFP or RFP processing ⁹	\$30,000
12.	NFWF management fee for acquisition & initial site work	3% of SUBTOTAL, & Tasks #8, #9
13.	NFWF management fee for LTMM	1% of LTMM
	<i>TOTAL for deposit into the REAT-NFWF MOA Project Specific Mitigation Sub-Account</i>	\$

1 Not all costs will apply to all REAT agency requirements. For example, some of the elements in this table are not intended to be used as a basis for prescribing security to meet obligations under the California Endangered Species Act.

2 All costs are best estimates as of summer 2010. This cost estimate table will be updated once per quarter, at a minimum. Actual costs will be determined at the time of the transactions and may change the funding needed to implement the required mitigation obligation. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation (MOA V.I.).

3 Generalized estimate taking into consideration a likely jump in land costs due to demand, and an 18-24 month window to acquire the land after agency decisions are made. If the agencies, developer, or 3rd party has better, credible information on land costs in the specific area where project-specific mitigation lands are likely to be purchased, that data overrides this general estimate. Note: regardless of the estimates, the developer is responsible for providing adequate funding to implement the required mitigation.

4 Parcel sizes may range from 1 acre to over 640 acres, plus. The 40 acre estimate is used for illustration purposes only. The general location of the land acquisition(s) will determine the generalized parcel size for determining project specific estimates.

5 Two transactions at \$2500 each: landowner to 3rd party; 3rd party to agency. The transactions will likely be separated in time. State agencies may or may not require this funding.

6 Always required for Federal agency donations. State agencies may or may not require cost to accept donations. SB 34 projects do not have to pay this fee

7 Estimate for purposes of calculating general costs. The general location and parcel size(s) of the land acquisition may also factor into the estimate. The actual long term management and maintenance costs will be determined using a Property Analysis Report (PAR) or a PAR-like assessment tailored to the specific acquisition.

8 Each renewable energy project will be a separate sub-account within the REAT-NFWF account, regardless of the number of required mitigation actions per project. If a project and its mitigation are phased, this fee is only applied when the project specific account is established and not charged again when additional funds are deposited with subsequent phases.

9 If determined necessary by the REAT agencies if multiple 3rd parties have expressed interest; for transparency and objective selection of 3rd party to carryout acquisition.