

DOC #5225531

09/13/2021 03:04:33 PM
Electronic Recording Requested By
FIRST NATIONWIDE TITLE AGENCY LL
Washoe County Recorder
Kalie M. Work
Fee: \$43.00 RPTT: \$0
Page 1 of 38

APNs:

079-180-42; 079-180-16
079-150-11; 079-150-29

RECORDING REQUESTED BY:

Dodge Flat Solar, LLC
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Joshua Escoto

Notice of Easement and BIA Grant of Right-of-Way

This Notice of Easement and Bureau of Indian Affairs Grant of Right-of-Way is provided by Dodge Flat Solar, LLC, a Delaware limited liability company ("**Holder**") for the purpose of providing record notice of (a) Holder's rights under Pyramid Lake Paiute Tribe Easement Agreement, dated October 30, 2019; and (b) Holder's rights under Grant of Right-of-Way, dated March 27, 2020.

1. The Pyramid Lake Paiute Tribe ("**Tribe**") granted to Holder the Easement Agreement, dated October 30, 2019, attached as Exhibit "A" ("**Easement**").
2. The United States of America Department of the Interior, Bureau of Indian Affairs ("**BIA**") issued to Holder the Grant of Right-of-Way, dated March 27, 2020, attached as Exhibit "B" ("**ROW**").
3. The Easement and ROW grant Holder an easement to access an adjacent non-trust parcel for the purpose of developing, installing, operating, maintaining, and replacing solar electric generating equipment and facilities, over and across the land described on Exhibit "C" on the terms and conditions of the Easement and ROW.
4. The term of the Easement and ROW is for thirty (30) years and may be extended for one additional twenty (20) year term.
5. In the event of any conflict or inconsistency between the terms and conditions of this notice and the terms and conditions of the Easement and ROW, the terms and conditions of the Easement and ROW shall control.

IN WITNESS WHEREOF, Holder provides this notice effective as of its date of recordation in the official records of Washoe County, Nevada.

Holder:

Dodge Flat Solar, LLC,
a Delaware limited liability company

Anthony Pedroni
By: Anthony Pedroni
Its: Vice President

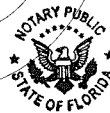
STATE OF FLORIDA §
 §
COUNTY OF PALM BEACH §

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of August, 2021 by Anthony Pedroni, as Vice President of Dodge Flat Solar, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced a driver's license as identification.

Notary Public, State of Florida

My Commission Expires:

July 5, 2022



MEKEISHA NEIL
Commission # GG 235502
Expires July 5, 2022
Bonded Thru Budget Notary Services

Exhibit "A"

COPY

APNs:

079-180-42; 079-180-16;

079-150-11; 079-150-29

Recording Requested by:

Dodge Flat Solar, LLC
700 Universe Blvd.
Juno Beach, Florida 33408
Attention: Dru Roscoe

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** ("Agreement") is made this 30th day of October 2019, by and between the **PYRAMID LAKE PAIUTE TRIBE** (the "Tribe"), and **DODGE FLAT SOLAR, LLC**, a Delaware limited liability company ("Grantee") (each a "Party" and collectively "Parties").

RECITALS:

WHEREAS, the Tribe is the beneficial owner of certain real property held in trust by the United States for the benefit of the Tribe situated on the Pyramid Lake Paiute Reservation ("Reservation") in the County of Washoe, State of Nevada commonly known as Assessor's Parcel Number 079-180-42 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Burdened Property").

WHEREAS, Grantee owns that certain real property situated in the County of Washoe, State of Nevada commonly known as Assessor's Parcel Numbers 079-180-16, 079-150-11, 079-150-29 and more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "Initial Solar Site").

WHEREAS, Grantee owns and intends to convey certain real property situated in the County of Washoe, State of Nevada commonly known as Washoe County Assessor's Parcel Numbers 084-150-12 and 084-150-13 more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference (the "Transfer Parcels") to the Tribe via a Grant, Bargain and Sale Deed as additional consideration for this Agreement.

WHEREAS, the Rights of Way Act of 1948, codified at 25 U.S.C. § 323, requires the Secretary of the Interior ("Secretary") to approve any rights-of-ways over lands held in trust for the benefit of the Tribe.

WHEREAS, the Rights of Way Act of 1948, 25 U.S.C. § 324, requires the consent and approval of the Tribe before the Secretary can grant a right-of-way over the Reservation.

WHEREAS, the Tribe desires to consent to and approve a right-of-way grant to Grantee for a non-exclusive, temporary access easement in, on, over, under, and across the Burdened Property for purposes of developing, installing, operating, maintaining and replacing solar electric generating equipment and facilities (the "Solar Electric Facilities") on the Initial Solar Site, and such additional property adjacent to the Initial Solar Site that is: (i) owned by Grantee or an affiliate of Grantee; (ii) developed solely for solar energy generating and energy storage purposes (and in no event, for the purpose of clarity, for mining uses or other extractive uses); and (iii) accessed solely through the Initial Solar Site and not through a second roadway in the Easement Area, as such easement is more particularly described on Exhibit "D" and depicted in Exhibit "E" attached hereto (such area referred to herein as the "Easement Area"), which are incorporated by this reference.

WHEREAS, the Tribe desires to consent to and approve a right of way grant for a non-exclusive, temporary access easement in, on, over, under, and across the Burdened Property for purposes of the development, installation, operation, maintenance, and replacement of an electric substation to be used in connection with the Solar Electric Facilities (the "Substation").

NOW THEREFORE, for the consideration paid pursuant to that certain Option to Enter Into Easement Agreement by and between the Parties and dated as of December 13, 2018, the additional consideration set forth in Section 1.1, below, and other good and valuable consideration, the adequacy, receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. CONSENT TO EASEMENT.

1.1 Access Easement Grant. In exchange for: (i) the sum of Fifteen Thousand Dollars (\$15,000.00) to be paid by Grantee to the Tribe within fifteen (15) business days of the Secretary's approval of the grant of easement and (ii) the Transfer Parcels to be conveyed to the Tribe via grant, bargain and sale deed within fifteen (15) business days of the Secretary's approval of the grant of easement, the Tribe consents to and approves the grant by the Secretary to Grantee and its Benefitted Persons (as defined in Section 8.12) a temporary, non-exclusive easement sixty feet (60') in width (the "Access Easement Grant") in, to, over, under, along, and across the Easement Area as more particularly described in Exhibit D and depicted in Exhibit E, for the purposes described in Section 2 of this Agreement. For purposes of this Agreement, the terms "easement" and "right-of-way" are used interchangeably.

1.2 Termination of Access Easement Grant. This Agreement and the Access Easement Grant shall automatically terminate, in its entirety, thirty (30) years from the Effective Date of this Agreement (the "Initial Term"); provided, that, the term of the Access Easement shall

expire prior to the end of the Initial Term upon the removal of the Solar Electric Facilities; but further provided, that, the term of this Agreement and the Access Easement Grant may be extended for one additional twenty (20) year term from the end of the Initial Term or the date on which the Solar Electric Facilities are removed upon written notification to the Tribe of the assignment of this Agreement and the Access Easement Grant to Sierra Pacific Power Company d/b/a NV Energy, Nevada Power Company d/b/a NV Energy, or either of their successors as a regulated public utility, in each case as a Benefitted Person, which potential assignment is hereby consented to by the Tribe.

1.2.1 The Initial Term of this Agreement and the Access Easement Grant shall terminate upon the removal of the Solar Electric Facilities, or if the Solar Electric Facilities are otherwise inoperable, abandoned, decommissioned, or destroyed, or otherwise in a state of non-use, in each instance for a period of three (3) consecutive years.

1.2.2 Subject to the Dispute Resolution provisions in Section 5, the Tribe may seek to have this Agreement and the Access Easement Grant terminated as a remedy for a violation of this Agreement.

1.2.3 Notwithstanding the Dispute Resolution provisions in Section 5, the Parties understand the BIA may exercise its independent authority to terminate the Access Easement Grant, under 25 C.F.R. §§ 169.404 – 169.405.

1.3 Sufficiency of Compensation and Waiver of Valuation. Pursuant to 25 C.F.R. § 169.110(a), the Tribe agrees that the compensation for the easement described in Section 1.1 is satisfactory to the Tribe and, accordingly, waives any requirement for the Department of the Interior to prepare an appraisal or any other type of valuation. The Tribe further agrees and acknowledges that accepting the agreed-upon compensation and waiving valuation is in its best interest.

1.4 Incorporation of Agreement into Right-of-Way Grant. The Tribe and the Grantee specifically consent to and desire that the terms of this Agreement be incorporated into the right-of-way grant issued by the Bureau of Indian Affairs (“BIA”). Should the BIA for any reason fail to incorporate the terms of this Agreement into the grant prior to issuance thereof, the Tribe’s consent to the right-of-way grant shall be considered withdrawn and this Agreement shall be null and void.

2. PURPOSE OF EASEMENT.

2.1 Grantee’s Use of Easement Area. The Access Easement Grant is granted for the purposes of access, ingress and egress, and roadway improvement and maintenance activities in, to, from, over, under, along, and across the Easement Area for the sole purposes of developing, installing, operating, maintaining and replacing the Solar Electric Facilities and the Substation, including importing water to the Initial Solar Site for dust control; provided, however, that Grantee is expressly prohibited from accessing the Easement Area for any other purpose including, but not limited to exporting, removing, selling or otherwise transferring water, minerals or any other natural resource of any kind, type or nature by vehicle, pipeline, or any other physical

means now or hereafter available. Grantee's right to use the Easement Area includes the right to maintain and repair the Easement Area.

2.2 Compliance with Laws. All work by or on behalf of Grantee within the Easement Area shall be conducted in compliance with all applicable federal, state, local and tribal laws, rules, regulations, and ordinances, including but not limited to all rules, regulations and procedures of the applicable utility and local government with jurisdiction over such work. Grantee shall obtain all permits and approvals required to maintain the Easement Area.

2.3 Tribe's Right to Use. Except as to rights herein granted, the Tribe retains the right to use the Easement Area in any reasonable manner which the Tribe desires, provided that the Tribe shall not construct or maintain any building, permanent structure, walls, fences or barriers of any kind within the Easement Area, or in any other manner unreasonably obstruct, impair, or interfere with the reasonable exercise of Grantee's rights granted herein.

3. MAINTENANCE AND REPAIR.

3.1 Cost. Grantee shall be solely responsible for the maintenance and repair costs related to the Easement Area ("Maintenance Costs"). As used herein, Maintenance Costs shall mean all costs incurred in connection with the maintenance and repair of the Easement Area, including, without limitation, the costs of labor, materials and supplies, all engineering, consultant and legal fees incurred in connection with the ongoing maintenance and repair of the Easement Area. Notwithstanding the remainder of this Section 3.1, Grantee shall not be responsible for repairs caused or occasioned by the Tribe's use of the Easement Area pursuant to Section 2.3, or the use of the Easement Area by any party using the Easement Area with the Tribe's permission.

4. EASEMENT SUBJECT TO EXISTING MATTERS. The Access Easement Grant is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title, which are of record and affect the Easement Area as of the date this Agreement is recorded ("Title Matters"); however, all lien and encumbrance holders shall agree to subordinate its lien and/or encumbrance to the Access Easement Grant, as to the Easement Area only, and all current and future lenders shall provide written evidence of such subordination. The use of the word "grant" in this Agreement shall not be construed as a covenant against the existence of any such Title Matters.

5. DISPUTE RESOLUTION.

5.1 Disputes Generally. Subject to the terms and provisions of this Agreement, any disagreement or dispute between the Parties arising from or relating to this Agreement, including, without limitation, disputes as to the interpretation, enforcement or breach of this Agreement or the Access Easement Grant, the Parties' rights or obligations hereunder, or any tort or insurance claim (individually, a "Dispute," and collectively, "Disputes"), shall be resolved whenever possible by meeting and conferring for a reasonable period of time not to exceed ten (10) days for the purpose of attempting in good faith to resolve the Dispute. Either Party may request such a meeting by giving notice to the other. The notice provided for in Section 8.1 of this Agreement shall specify a time and a location in Washoe County, Nevada (or other location that may be agreed upon by the Parties) for the requested meeting, provided, however, that the

requested meeting shall not take place upon less than seventy-two (72) hours' notice nor upon more than fourteen (14) days' notice. If, however, the Parties are unable in good faith to reach a decision that is satisfactory to both Parties, then either Party, subject to this Section 5, may refer the Dispute to arbitration under Section 5.2.

5.2 Arbitration. Subject to this Section 5, Disputes that arise under this Agreement or the Access Easement Grant shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and will be heard in Reno, Nevada.

5.2.1 Selection of Arbitrators. Arbitration of Disputes involving less than \$500,000 shall be heard by a single arbitrator, and Disputes involving \$500,000 or more shall be heard by three (3)-member panel. If a Dispute is to be heard by a single arbitrator, the arbitrator shall be selected from the AAA's National Roster in accordance with the AAA Commercial Arbitration Rules. If the Dispute is to be heard by three (3) arbitrators, the Party initiating the Dispute shall select an arbitrator and notify the other Party of the identity of its arbitrator at the same time the Party commences its claim. The responding Party shall select an arbitrator and notify the Party initiating the Dispute of the identity of its arbitrator within fifteen (15) days. The two selected arbitrators shall select the third arbitrator within fifteen (15) days from the day the second arbitrator is identified. If the two selected arbitrators cannot or do not select a third arbitrator within that time, the third arbitrator will be selected in accordance with the AAA Commercial Arbitration Rules.

5.2.2 Tribal Consent. The Tribe hereby irrevocably consents to and agrees that actions seeking to compel, enforce, or otherwise aid arbitration may be brought in, and any judgment on any award resulting from arbitration may be entered in, the United States District Court for the District of Nevada or, if that court determines that the subject matter of the Dispute does not fall within the statutory jurisdiction of the United States District Courts or for any reason declines to exercise jurisdiction, the courts of the Tribe.

5.2.3 Power to Suspend Agreement. If the matter being submitted to arbitration involves a notice to terminate this Agreement or Access Easement Grant or other request for equitable or injunctive relief, the Party seeking termination may apply to the arbitrator or arbitration panel for an order suspending performance of this Agreement or Access Easement Grant during the pendency of arbitration, and the arbitrator or arbitration panel shall promptly hear and decide that application.

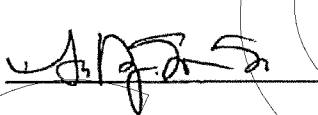
5.2.4 Discovery; Confidentiality; Waiver of Right to Jury Trial. In any arbitration proceedings, discovery shall be allowed consistent with the Federal Rules of Civil Procedure. The Parties agree that the arbitration proceedings, discovery and all information disclosed therein shall be confidential and shall not be disclosed to any third parties except the arbitrator or arbitration panel. Each Party hereby expressly and irrevocably waives any right to trial by jury of any claim.

5.2.5 Injunctive or Emergency Relief. For any Dispute where a Party seeks injunctive or emergency relief, the Party may provide notice to the AAA, invoking R-38 (titled, "Emergency Measures of Protection") of the AAA's Commercial Arbitration Rules in effect as of the execution of this Agreement, to resolve any requests for such emergency relief without being required to comply with the requirements in Section 5.1.

5.2.6 Specific Agreement to Arbitration Provisions. By initialing below, the Tribe and Grantee each grant and confirm their specific authorization to submit disputes arising under this Agreement or the Access Easement Grant to arbitration upon, and subject to the terms and conditions of, this Section 5.2. The Tribe and Grantee each specifically acknowledge that such Party has thoroughly reviewed this Section 5.2 with counsel of its choosing, and each of the Tribe and Grantee voluntarily grant such party's specific authorization to these arbitration provisions through this paragraph, which serves to confirm that such party has affirmatively agreed to the arbitration provisions set forth in Section 5.2. For the purpose of clarity, each party has affirmatively agreed to the arbitration provisions set forth in Section 5.2, and each party intends that this paragraph, and the specific acknowledgements below, satisfy the requirements of NRS 597.995(1).

Tribe's Acknowledgement:

Grantee's Acknowledgement:





5.3. Limited Waiver of Sovereign Immunity. For purposes of effectuating this Section 5 and enforcing the terms of this Agreement and the Access Easement Grant, the Tribe hereby irrevocably grants a limited waiver of its sovereign immunity, and all defenses arising therefrom ("Limited Waiver"), which is granted pursuant to the following terms:

5.3.1 This Limited Waiver specifically incorporates the dispute resolution and forum provisions of this Agreement as set forth fully herein and shall be limited to Disputes and proceedings related thereto, and actions specified in this Section 5; it shall not extend to any other claims or proceedings;

5.3.2 This Limited Waiver only extends to Grantee, its successors and assigns, and shall not extend or be used by, for, or to the benefit of, any other person or entity of any kind or description whatsoever;

5.3.3 This Limited Waiver is not a waiver of the sovereign immunity of any tribal official, employee or agent;

5.3.4 This Limited Waiver shall be effective in the United States District Court for the District of Nevada, the courts of the Tribe, and all courts to which

appeals therefrom may be taken, (i) to enforce any judgment rendered or court order issued by such courts; and (ii) to determine the arbitrability of any claim, compel arbitration of a claim, or to enforce, modify, or vacate any arbitration award, including any injunctive or emergency relief, arising from arbitration under Section 5.2;

5.3.5 This Limited Waiver shall be effective in arbitration as set forth in this Section 5;

5.3.6 This Limited Waiver does not extend to special, indirect, incidental, consequential, punitive damages, or attorney's fees; and

5.3.7 This Limited Waiver does not extend to the Tribe's assets or revenues.

5.4 Tribal Exhaustion. The Tribe expressly and irrevocably waives any application of the exhaustion of tribal remedies requirement or abstention doctrine and any other law, rule, regulation or interpretation that might otherwise require, as a matter of law or comity, that Disputes be heard first in any tribal court.

5.5 Waiver of Consequential Damages. The Parties shall not seek consequential monetary damages for any losses, damages, costs or expenses for any special, indirect, incidental, consequential or punitive damages, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

5.6 Incorporation into Right-of-Way Grant: Pursuant to 25 C.F.R. § 169.403, the Tribe and the Grantee specifically consent to the dispute resolution in this Section 5 being incorporated into the right-of-way grant by the Bureau of Indian Affairs (BIA); provided that, the Parties acknowledge the BIA may exercise its independent authority to cure violations of the Access Easement Grant under 25 C.F.R. §§ 169.404 – 169.405. Should the BIA for any reason fail to incorporate this Section 5 into the right-of-way grant prior to issuance, the Tribe's consent to the right-of-way grant shall be considered withdrawn.

6. INDEMNIFICATION/INSURANCE.

6.1 Grantee Indemnification. Grantee agrees, for itself and its affiliate successors and assigns, to indemnify, defend and hold harmless the Tribe, and their respective members, managers, employees, agents, and affiliates (collectively, "Indemnitees") against any and all claims, demands, liabilities, causes of action, costs, and expenses (including attorney fees) made against or incurred by the Indemnitees, for injury, damage, or loss to persons or property, resulting from, caused by or in any way connected with or incident to (i) the use by Grantee and/or its agents, invitees, employees, consultants, engineers, representatives or contractors of the Easement Area or Burdened Property, or (ii) Grantee's breach of this Agreement. Without limiting the foregoing, Grantee agrees to indemnify, defend, and hold harmless Indemnitees and the Burdened Property from and against any mechanic's liens or claims arising from work or materials furnished to the Burdened Property by or at the request of Grantee or its contractors and Grantee agrees to cause any such liens to be released, within fifteen (15) days after the Secretary or the

Tribe notifies Grantee of any such claim, by payment of the claim or issuance of a statutory lien release bond in accordance with Nevada Revised Statute Section 108.2413. Grantee's indemnity under this Section 6.1 shall not extend to special, consequential, exemplary, or punitive damages.

6.2 Insurance. Prior to the use of the Easement Area pursuant to this Agreement and the Access Easement Grant, and at all times thereafter during the term of this Agreement and Access Easement Grant, Grantee shall, at its sole cost and expense, procure and maintain a commercial general liability insurance policy as provided in this Section 6.2 to cover its activities on the Burdened Property. Concurrently with the execution of this Agreement, Grantee shall deliver to the Secretary and the Tribe a certificate of insurance evidencing insurance coverage in compliance with the terms of this Section 6.2. The commercial general liability insurance policy shall have a combined liability limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at Three Million and 00/100 Dollars (\$3,000,000.00) (including coverage for both owned and non-owned vehicles). The liability insurance policy shall be primary and noncontributing with any insurance which may be carried by the Tribe, and shall name the Tribe, its departments, agents, employees, and officers as additional insured.

7. MISCELLANEOUS.

7.1 Notices. All notices and demands which either party is required or desires to give to the other shall be given in writing by certified mail, return receipt requested with appropriate postage paid, by personal delivery, or by private overnight courier service to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address or number, notices to that party shall thereafter be given as demanded in that notice. All notices and demands so given shall be effective only upon receipt or rejection by the party to whom notice or demand is being given.

If to Tribe:

Tribal Chairman
Pyramid Lake Paiute Tribe
P.O. Box 256
Nixon, Nevada 89424-0256
Attention: Anthony Sampson, Sr
Email: asampson@plpt.nsn.us
Telephone: (775) 574-1000

With a copy to:

Lewis Roca Rothgerber Christie LLP
One S. Church Avenue
Suite 2000
Tucson, Arizona 85701
Attention: Pilar Thomas, Esq.
Email: pthomas@lrrc.com
Telephone: (520) 629-4455

If to Secretary: The United States Department of the Interior
Bureau of Indian Affairs
Western Nevada Agency
311 E. Washington St
Carson City, NV 89701

If to Grantee: Dodge Flat Solar, LLC
700 Universe Blvd.
Juno Beach, Florida 33408
Attention: Jesse Marshall

Notices, approvals and other communications provided for in this Agreement shall be deemed delivered upon (i) personal delivery or (ii) on the next business day following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above.

7.2 Attorney Fees. Except as otherwise stated herein, each party shall bear its own attorney fees and expenses in the preparation and review of this Agreement. In the event that any party hereto institutes an action under Section 5 of this Agreement, each Party shall bear its own attorney costs.

7.3 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Parties hereto. Except with respect to the Benefitted Persons, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

7.5 Governing Law and Venue. Notwithstanding 25 C.F.R. § 169.9(c), this Agreement is entered into in Nevada and shall be construed and interpreted under the laws of the State of Nevada without giving effect to principles of conflicts of law. The Tribe and Grantee hereby irrevocably submit to the process, jurisdiction, and venue of the courts of the United States District Court for the District of Nevada or, if that court determines that the subject matter of the Dispute does not fall within the statutory jurisdiction of the United States District Courts or for any reason declines to exercise jurisdiction, the courts of the Tribe, for purposes of Section 5 of this Agreement. Without limiting the generality of the foregoing, the Tribe and Grantee hereby waive and agree not to assert by way of motion, defense or otherwise in any such suit, action or proceeding any claim that any suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.

7.6 Jurisdiction. Subject to and without limitation of Section 5, the Limited Waiver, or the forums described therein for resolution of Disputes, Grantee and the Benefitted Parties hereby consent to the jurisdiction of the Tribe and its Tribal Court for purposes of commercial regulation and taxation in connection with all activities conducted on the Reservation or that have a proximate effect on persons or property on the Reservation.

7.7 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement and shall not affect the enforceability of the remaining provisions of this Agreement.

7.8 Runs with the Land. The easements, covenants, conditions, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes upon the Burdened Property and the Initial Solar Site and shall run with the land. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, personal representatives, tenants, successors and/or assigns with respect to the Burdened Property and the Initial Solar Site, as applicable.

7.9 Assignments and Collateral Assignments. Unless as otherwise set forth in Section 1.2 or this Section 8.9, the Parties may not assign, transfer or convey (“Assign” or “Assignment”) their rights or obligations under this Agreement without the other Party’s express written consent, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that notwithstanding the foregoing:

7.9.1 Grantee may Assign this Agreement and Grantee’s rights and obligations under it, in whole or in part, or in multiple parts, and from time to time, without the Tribe’s consent, but subject to providing prior written notice to the Tribe, to any entity controlling, controlled by, or under common control (directly or indirectly) with, NextEra Energy Partners, LP or Grantee, or in which Grantee, or a parent company of Grantee, holds a majority ownership interest; to any entity providing financing for the Solar Electric Facilities; to NextEra Energy Partners, LP or any party controlling or controlled by NextEra Energy Partners, LP; or to an entity that has the financial wherewithal consistent with the financial condition of tenants owning and operating utility-scale solar projects and otherwise sufficient to perform all of Grantee’s obligations under this Agreement for the remainder of the term (each, a “Permitted Grantee Assignee”), provided that: (i) such Permitted Grantee Assignee (other than a collateral assignee) assumes in a writing all of the obligations of Grantee; (ii) the Tribe receives notice of such assignment and a copy of the assumption agreement or similar instrument is provided to the Tribe; and (iii) the Permitted Grantee Assignee (other than a collateral assignee) agrees to execute all documents and perform all obligations of Grantee as if such Permitted Grantee Assignee were the original Grantee under this Agreement, and a copy of such assumption, ratification, or similar instrument is provided to the Tribe. the Tribe shall have a period of thirty (30) days from receiving notice of an Assignment to a Permitted Grantee Assignee to audit the background of such Permitted Grantee Assignee, and Grantee shall reasonably cooperate with the Tribe’s investigations in this regard; provided, that, such Assignment shall be effective immediately notwithstanding any audit pursued by the Tribe. No such Assignment shall be binding on the Tribe until the Tribe has been provided prior written notice of same pursuant to Section 8.1 of this Agreement.

7.9.2 The Tribe may assign this Agreement and all of the Tribe's rights and obligations under it without Grantee's consent, but subject to providing prior notice to Grantee, to any entity controlling or controlled by the Tribe including, but not limited to, any corporation, subsidiary, or other entity established by the Pyramid Lake Paiute Tribe (each, a "Permitted Tribal Assignee") provided that such assignment is made concurrently with the conveyance of the Property to the Permitted Tribal Assignee, and that such assignment will not limit, enlarge, or otherwise affect Grantee's rights and obligations under this Agreement. Grantee shall have a period of thirty (30) days from receiving notice of an assignment by the Tribe to audit the background of such Permitted Tribal Assignee, and the Tribe shall reasonably cooperate with Grantee's investigations in this regard, provided, that, such assignment shall be effective immediately notwithstanding any audit pursued by Grantee. No such Assignment shall be binding on Grantee until Grantee has been provided written notice of same pursuant to Section 8.1 of this Agreement

This Agreement may be collaterally assigned or pledged by Grantee from time to time, in whole or in part, or in multiple parts, without the Tribe's consent or approval; provided, that, no such pledge or collateral assignment shall be binding on the Tribe until the Tribe has been provided prior written notice of same pursuant to Section 8.1 of this Agreement.

7.10 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one Agreement.

7.11 Privity. This Agreement shall create privity of contract and estate with and among all grantors and grantees of all or any part of the Parcels and their respective heirs, executors, administrators, successors and assigns.

7.12 Benefitted Persons. Except as otherwise specifically set forth in this Agreement to the contrary, all rights and obligations of a Party set forth in this Agreement shall extend to the benefit and obligation of each Party's employees, agents, contractors, owners, officers, managers, licensees, invitees, lenders, investors, and any successor-in-interest thereto (collectively, the "Benefitted Persons").

7.13 Effective Date. This Agreement is effective as of the date this Agreement is signed by the last of the Tribe and Grantee (as indicated by the date associated with that party's signature below).

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement with the intent that it be effective as of the Effective Date for all purposes.

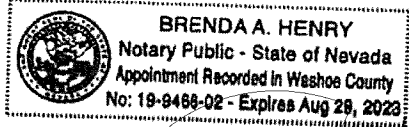
PYRAMID LAKE PAIUTE TRIBE

By: *Anthony Sampson Sr.*
ANTHONY SAMPSON, SR.
CHAIRMAN

Date: 10.30.2019

STATE OF Nevada)
COUNTY OF Washoe) ss.

This instrument was acknowledged before me this 30th day of October, 2019, by Anthony Sampson Sr. Chairman of Pyramid Lake Paiute Tribe, on behalf of said entity.

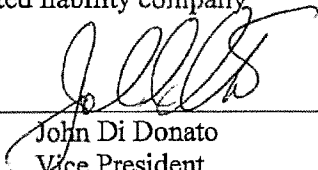


Brenda A. Henry
Notary Public

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GRANTEE

DODGE FLAT SOLAR, LLC, a Delaware limited liability company

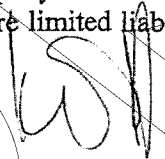
By: 
John Di Donato
Vice President

Date: 10-1-19

STATE OF FLORIDA)
) ss.
COUNTY OF PALM BEACH)

This instrument was acknowledged before me this 1 day of ~~October~~, 2019, by John Di Donato, Vice President of Dodge Flat Solar, LLC, a Delaware limited liability company, on behalf of said entity.

[SEAL]


Notary Public, State of Florida
My commission expires: _____


 *Kim L. Otto*
Notary Public - State of Florida
My Commission # *99 939840*
Expires *March 28, 2020*

Exhibit "A"

(Legal Description of Burdened Property)

The NE ¼ of Section 31 and the NW ¼ of Section 32, Township 21 North, Range 24 East, Mount Diablo
Base and Meridian

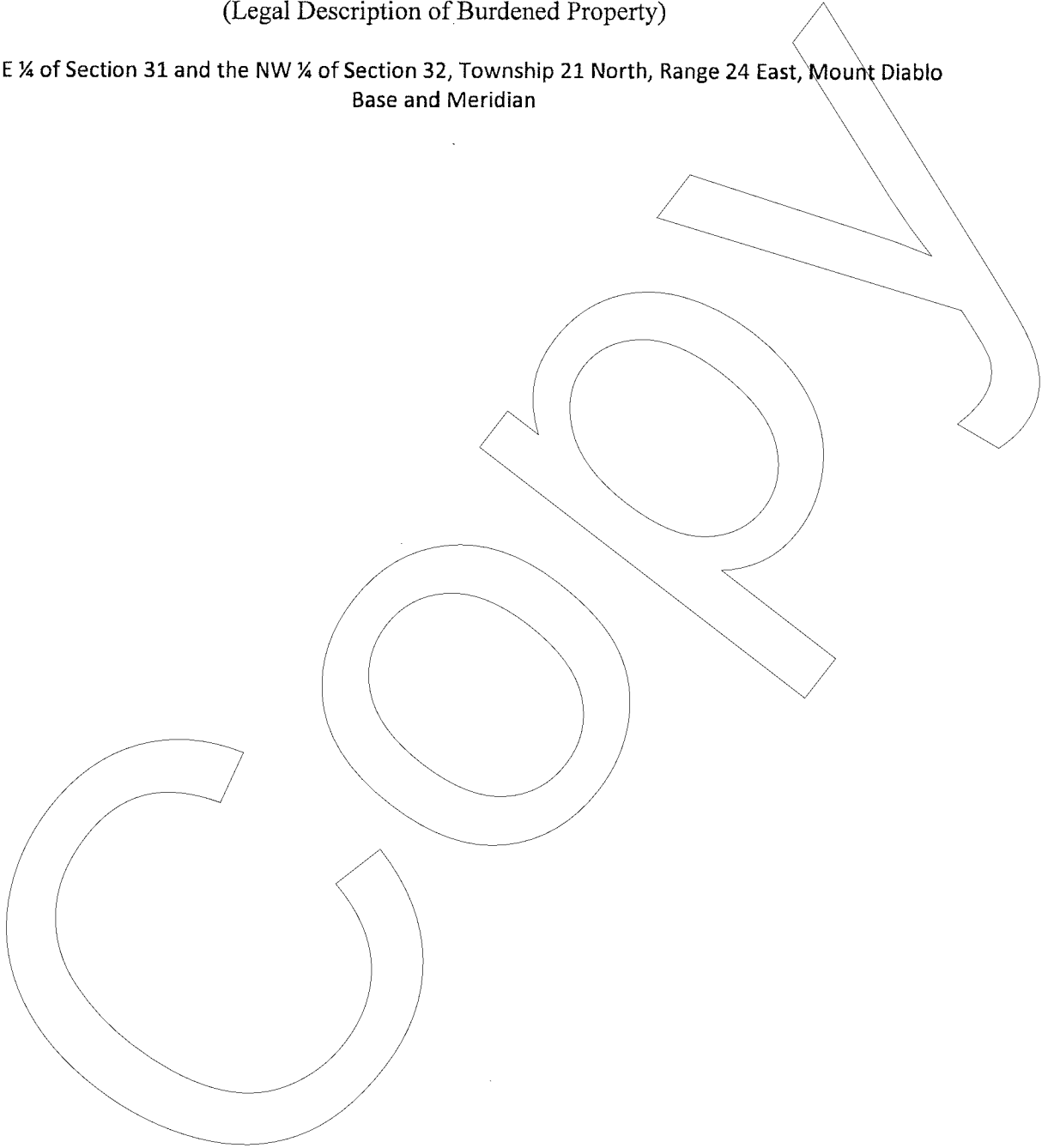


Exhibit "B"
(Legal Description of Initial Solar Site)

Lots 1-7 inclusive and the East Half of the West Half of Section 31, Township 21 North, Range 24 East, M.D. B. & M., consisting of approximately 408.77 acres. APN 079-180-16

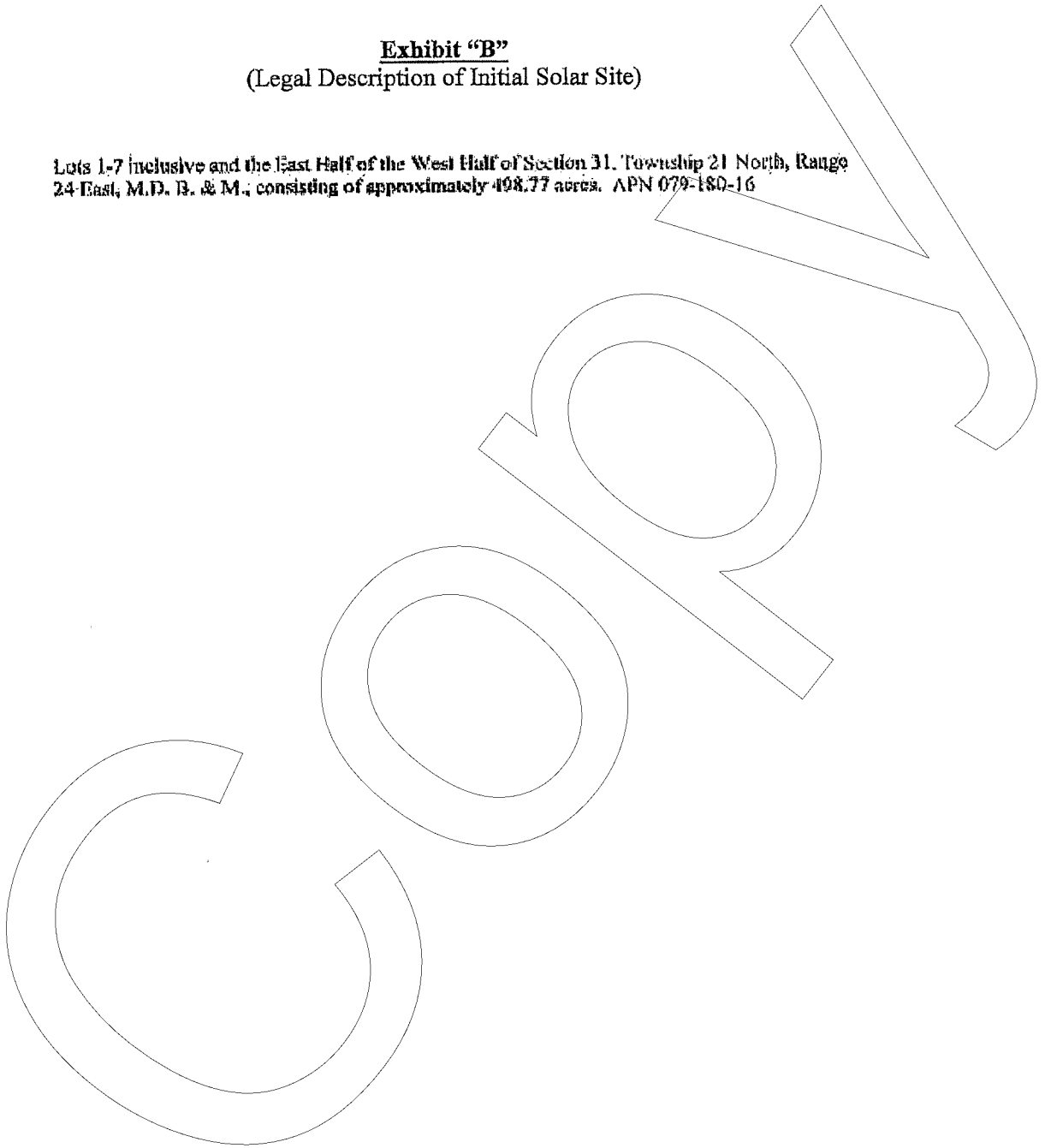


Exhibit "C"
(Legal Description of Transfer Parcels)

TOWNSHIP 20 NORTH, RANGE 24 EAST, M.D.B. & M.

Section 5: Lot 1 and 2

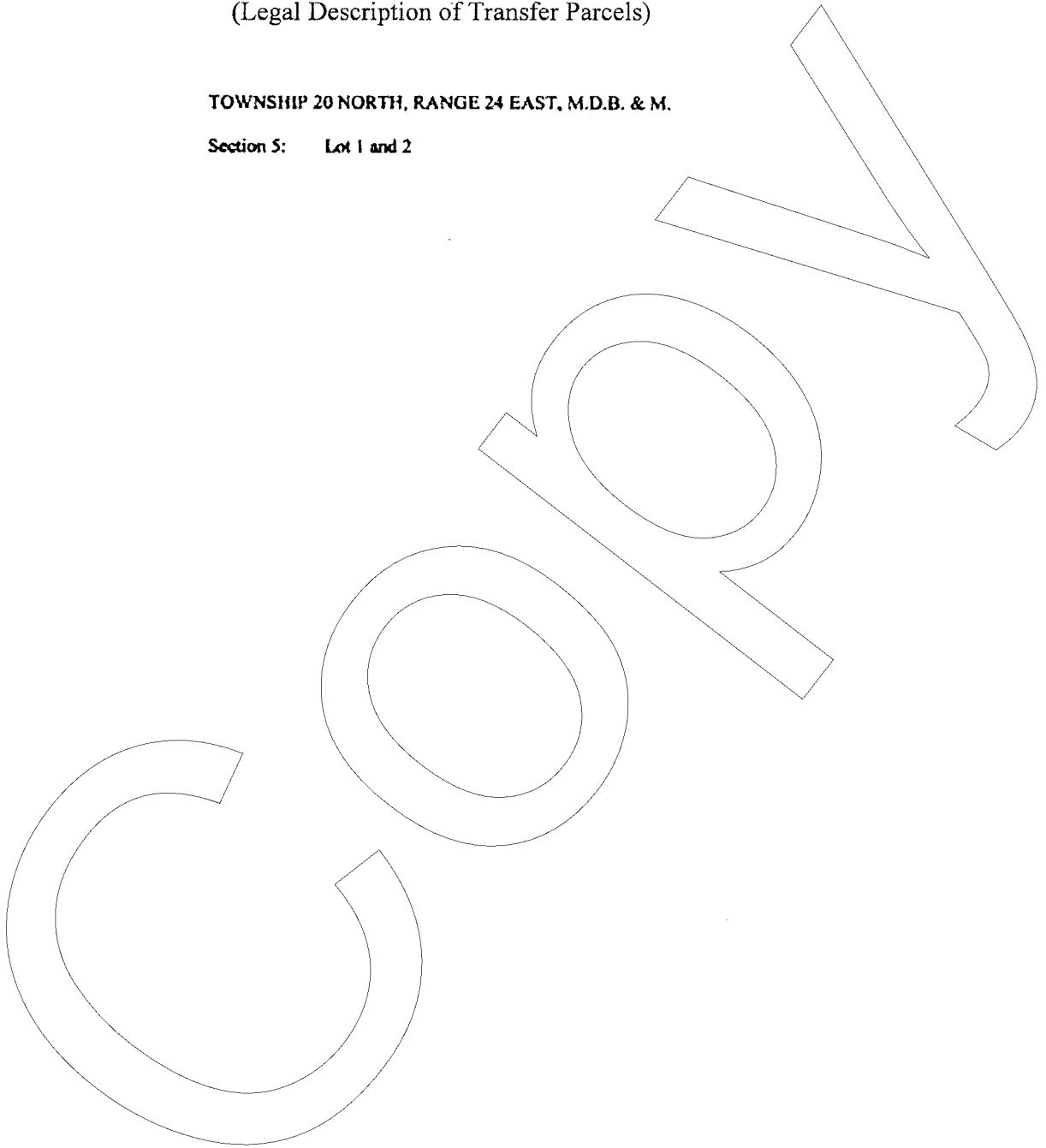


Exhibit "D"

(Legal Description of Easement Area)

[see attached]

COPY

**LEGAL DESCRIPTION
60' ACCESS EASEMENT
PORTION OF PYRAMID LAKE INDIAN RESERVATION**

An easement, 60 feet in width, located within a portion of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 21 North, Range 24 East, MDM, Pyramid Lake Indian Reservation, Washoe County, Nevada, as described in plat map for Plat "A" of the Resurvey of said Township and Range, dated May 15, 1913, and filed in the Official Records of the U.S. Department of Interior Bureau of Land Management, being 30 feet on each side of the following described centerline:

COMMENCING at point on the westerly boundary line of the Pyramid Lake Indian Reservation within Section 30 of said Township and Range, said point being the 136 1/2 Mile Post being marked by a found 2-3/4" diameter U.S. General Land Office brass capped monument stamped "MP 136 1/2 1911 WC PLIR"; Thence with the said westerly boundary line, S 20°03'21" E, 2,557.12 feet, to a point on the said westerly line from which the 137 Mile Post within said Section 31 being marked by a found 2-3/4" diameter U.S. General Land Office brass capped monument stamped "MP 137 1911 WC PLIR" bears, S 20°03'21" E, 89.46 feet, said point also being the **POINT OF BEGINNING** of herein described centerline;

Thence, departing said westerly line, S 85°42'39" E, 1,986.17 feet, to a point on the westerly right-of-way line of Wadsworth-Nixon Highway Pyramid Lake Route 1 as described in right-of-way map drawing No. PL-1-1 for said Pyramid Lake Route 1, approved August 8, 1961, and filed in the Official Records of the U.S. Department of the Interior Bureau of Indian Affairs Phoenix Area Office from which said 136 1/2 Mile Post bears N 48°14'54" W, 3,830.27 feet, said point also being the **POINT OF TERMINATION** of herein described centerline. Said easement contains an area of 2.74 acres, more or less.

Note: The sidelines of herein described centerline to be lengthened or shortened so as to terminate at the said westerly boundary line and the said westerly right-of-way line.

EXCEPTING THEREFROM: Any existing entitlement and or encumbrance incidental to utilities, roadways, or other agreements.

BASIS OF BEARING: Nevada State Plane Coordinate System (West Zone, NAD 83/04). The measured bearing between the 136 1/2 Mile Post, within Section 30, Township 21 North, Range 24 East, MDM and the 137 Mile Post within Section 31, Township 21 North, Range 24 East, MDM, which bears S 20°03'21" E.

Description Prepared By:
Ryan G. Gook, P.L.S. 15224
Summit Engineering Corp.
5405 Mae Anne Ave. Reno, NV 89523 775-747-8550

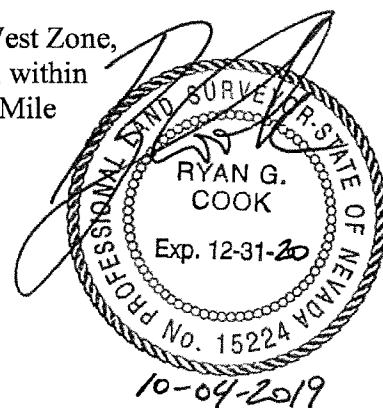
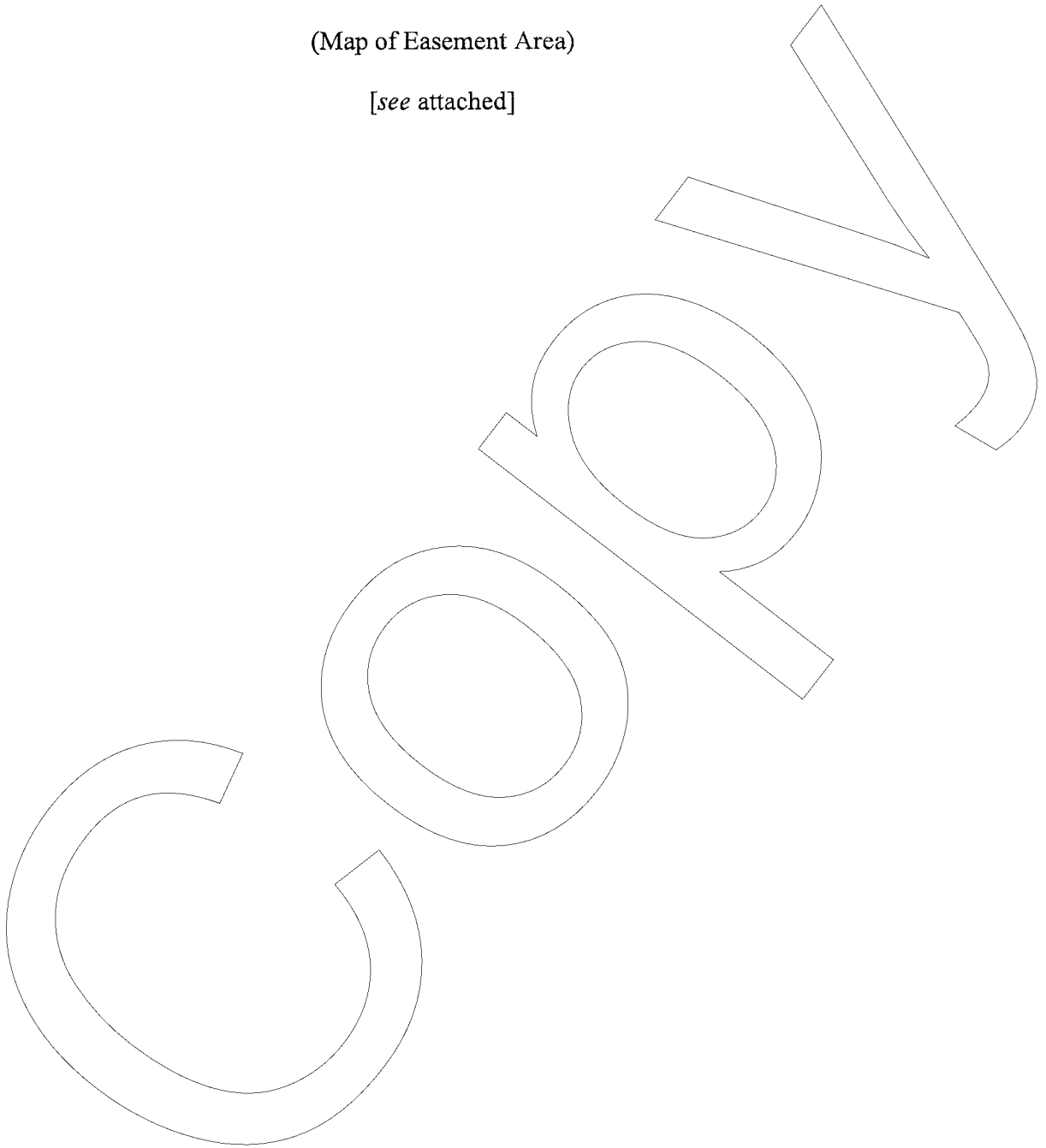


Exhibit "E"

(Map of Easement Area)

[see attached]



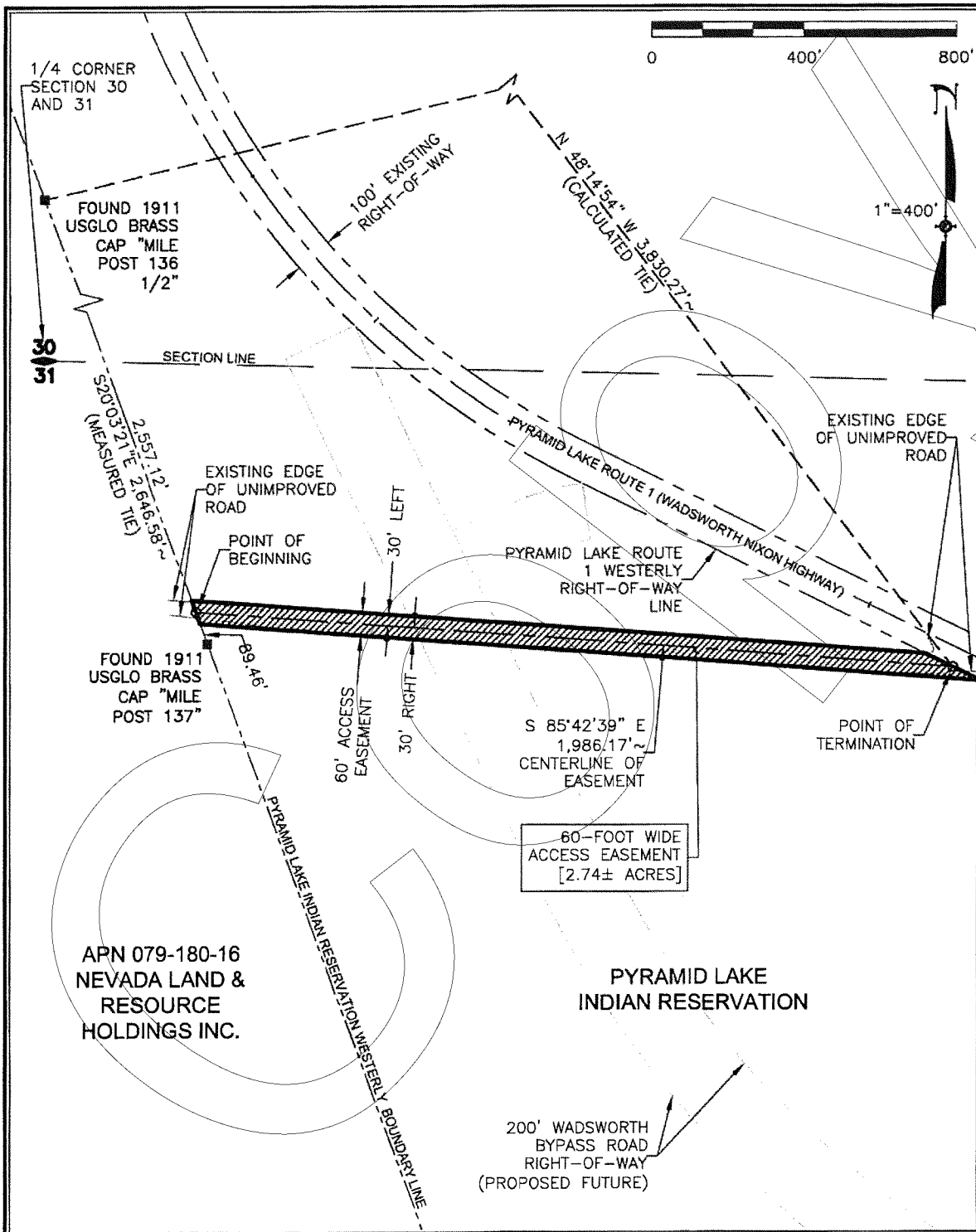


EXHIBIT "B"
GRAPHICAL DISPLAY
60' ACCESS EASEMENT

1"=400'
 T.21 N., R.24 E., MDM.



SHEET
 1
 OF
 1

N:\DWG\11064_P\11064.dwg (Survey)\COUNHOUSE_EASE_BASDWP_FINAL.DWG ~ 10:56 AM * 25-SEP-2018

Exhibit "B"

COPY

BIA TAAMS No. _____

Allotment No(s). _____

Tribal Tract No(s). _____

**UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

**The United States Department of the Interior
Bureau of Indian Affairs
Western Nevada Agency
311 E. Washington St.
Carson City, NV 89701**

GRANT OF RIGHT-OF-WAY

The United States of America, acting by and through the Bureau of Indian Affairs, Department of the Interior, Western Nevada Agency, 311 E. Washington St., Carson City, NV 89701 ("the GRANTOR"), for, and on behalf, with the consent of: Pyramid Lake Paiute Tribe (the "Tribe"), under authority contained and under the Act of February 5, 1948 (62 Stat. 17; 25 USC 323-328), and Part 169, Title 25, *Code of Federal Regulations*, which by reference are made a part hereof, does hereby grant to Dodge Flat Solar, LLC, a Delaware limited liability company, of 700 Universe Blvd., Juno Beach, Florida, 33408 (the "GRANTEE").

1. **GRANT.** Pursuant to Sections 1.4 and 5.6 of that certain Easement Agreement entered into between the Tribe and the GRANTEE and dated October 30, 2019 (the "Easement Agreement"), the terms of the Easement Agreement, including, but not limited to, the dispute resolution, arbitration, and limited waiver of sovereign immunity provisions in Section 5 of the Easement Agreement, are incorporated into this grant of right-of-way. A true and correct copy of the Easement Agreement is attached hereto as Exhibit A and incorporated by reference. To the extent permissible by federal law, should any provision of this grant of right-of-way conflict with a provision of the Easement Agreement, the Easement Agreement shall control.

In consideration of (i) Fifteen Thousand Dollars (\$15,000.00), paid to the Tribe, with in fifteen (15) days of the right-of-way being granted; and (ii) Transfer Parcels to be conveyed to the Tribe via grant, bargain and sale deed within fifteen (15) business days of the Secretary's approval of this grant of right-of-way, the GRANTOR does hereby grant to GRANTEE, a non-exclusive easement to access an adjacent non-trust parcel for the sole purpose of developing, installing, operating, maintaining, and

replacing solar electric generating equipment and facilities, over and across the land embraced within a right-of-way situated on the following described land: 0.4 mile section of existing Olinghouse Road, between State Route 447 and the westerly reservation boundary. The easement is 60 feet wide and 1,986.17 feet long.

This right-of-way is limited to and more particularly described to be 2.74 acres in area, as illustrated by the map attached hereto as Exhibit B. The legal description is attached hereto as Exhibit C.

2. **TERM.** This right-of-way is for a term of thirty (30) years, provided that the term of the right-of-way may be extended for one additional twenty (20) year term in accordance with Section 1.2 of the Easement Agreement, so long as the right-of-way is used for the purpose above specified; PROVIDED, that this right-of-way may be cancelled by the Tribe and GRANTEE under any negotiated remedies identified in section 13 (25 CFR 169.403) and/or in whole or in part by the GRANTOR (25 CFR 169.404) or for any of the following causes upon thirty (30) days written notice, and failure of the GRANTEE within said notice period to correct the basis for cancellation (25 CFR 169.405):

- A. Failure to comply with any term or condition of the Grant, or the applicable regulations; and
- B. A non-use of the right-of-way for any consecutive two-year period (for the purpose for which it was granted).

3. **MITIGATION MEASURES.** (25 CFR 169.123) The GRANTEE agrees to comply with any mitigation measures or conditions described to protect environmental, biological and cultural resources within the right-of-way area as defined in Finding of No Significant Impact for the Olinghouse Road Easement, dated May 24, 2018.

4. **RESERVATION OF JURISDICTION.** (25 CFR 169.10, 169.125) The Tribe maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and this grant does not diminish to any extent: (a) the Tribe's power to tax the land, any improvements on the land, or any person or activity within, the right-of-way; (b) the Tribe's authority to enforce tribal law of general or particular application on the land subject to and within the right-of-way, as if there were no grant of right-of-way; (c) the Tribe's inherent sovereign power to exercise civil jurisdiction over non-members on Indian land; or (d) the character of the land subject to the right-of-way as Indian country under 18 U.S.C. 1151.

5. **LAWS.** (25 CFR 169.9) GRANTEE shall comply with all applicable federal and tribal law.

6. **REGULATORY PROVISIONS.** (25 CFR 169.125):

- A. On tribal land, the Tribe has the right to reasonable access to the

lands subject to the grant to determine GRANTEE's compliance with consent conditions or to protect public health and safety.

- B. The GRANTEE has no right to any of the products or resources of the land, including but not limited to, timber, forage, mineral, and animal resources, unless otherwise provided for in the grant.
- C. The BIA may treat any provision of a grant that violates Federal law as a violation of the grant.
- D. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this grant, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the GRANTEE will contact the BIA and the Tribe with jurisdiction over the land to determine how to proceed and appropriate disposition.
- E. GRANTEE must:
 - (i) Construct and maintain improvements within the right-of-way in a professional manner consistent with industry standards;
 - (ii) Pay promptly all damages and compensation, in addition to bond or alternative form of security made pursuant to §169.103, determined by the BIA to be due the landowners and authorized users and occupants of land as a result of the granting, construction, and maintenance of the right-of-way;
 - (iii) Restore the land as nearly as may be possible to its original condition, upon the completion of construction, to the extent compatible with the purpose for which the right-of-way was granted, or reclaim the land if agreed to by the landowners;
 - (iv) Clear and keep clear the land within the right-of-way, to the extent compatible with the purpose of the right-of-way, and dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project;
 - (v) Comply with all applicable laws and obtain all required permits;
 - (vi) Not commit waste;
 - (vii) Operate, repair and maintain improvements consistent with the right-of-way grant;
 - (viii) Build and maintain necessary and suitable crossings for all roads and trails that intersect the improvements constructed, maintained, or operated under the right-of-way;
 - (ix) Restore the land to its original condition, as much as reasonably

possible, upon cancellation or termination of the right-of-way, or reclaim the land if agreed to by the landowners;

(x) At all times keep the BIA, and the Tribe for tribal land, informed of the GRANTEE's address;

(xi) Refrain from interfering with the landowner's use of the land, provided that the landowner's use of the land is not inconsistent with the right-of-way;

(xii) Comply with the following due diligence requirements: [fill in where applicable]; and

(xiii) Notify the BIA, and the Tribe for tribal land, if it files for bankruptcy or is placed in receivership.

F. Unless GRANTEE would be prohibited by law from doing so, GRANTEE must also:

(i) Hold the United States and the Indian landowners harmless from any loss, liability, or damages resulting from the applicant's use or occupation of the premises; and

(ii) Indemnify the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of any hazardous material from the premises that occurs during the term of the grant, regardless of fault, with the exception that the applicant is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowners' negligence or willful misconduct.

7. **ENCROACHMENT** (25 CFR 169.128). GRANTEE may not unreasonably withhold its consent for a new right-of-way within its existing right-of-way that does not interfere with the use or purpose of its right-of-way.

8. **PERMANENT IMPROVEMENTS** (25 CFR 169.130). GRANTEE shall be the owner of any permanent improvements constructed during the term of the grant and said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be removed or an option for landowner to take possession of and title to the permanent improvements or as otherwise negotiated.

9. **AMENDMENT**. This grant may not be amended except as provided in 25 CFR 169.204 - 169.206.

10. **ASSIGNMENT** (25 CFR 169.207). Pursuant to Section 7.9 of the Easement Agreement, this grant may be assigned without applicable consent and BIA approval. Within thirty (30) days, a copy of the assignment and supporting documents will be sent to the BIA for recording in the LTRO.

11. **MORTGAGE** (25 CFR 169.210). Pursuant to Section 4 of the Easement Agreement, this grant may be mortgaged without applicable consent and BIA approval. Within thirty (30) days, a copy of the mortgage and supporting documents will be sent to the BIA for recording in the LTRO.

12. **EFFECTIVE DATE** (25 CFR 169.301). Grant will be effective on the date it is approved. The GRANTEE's obligations are triggered on October 30, 2019, the date of execution of the Easement Agreement.

13. **REMEDIES** (25 CFR 169.403). Any Disputes, including Disputes regarding violations, abandonment, or non-use, will be addressed as provided for in the negotiated remedies provisions in the Easement Agreement, which include, but are not limited to, Section 5 (Dispute Resolution) and Section 7.5 (Governing Law and Venue), and in accordance with 25 CFR 169.403.

14. **BINDING EFFECT**. The condition for this grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE.

15. **ADDITIONAL CONDITIONS OR RESTRICTIONS**. This grant incorporates by reference the conditions or restrictions set forth in the Easement Agreement.

16. **INSURANCE**. GRANTEE shall, at its sole cost and expense, procure and maintain a commercial general liability insurance policy in accordance with Section 6.2 of the Easement Agreement. The liability insurance policy provided in Section 6.2 of the Easement Agreement shall be primary and noncontributing with any insurance which may be carried by the GRANTOR, and shall name the United States as an additional insured party. GRANTEE shall deliver to the Secretary a certificate of insurance evidencing insurance coverage in compliance with the terms of Section 6.2 of the Easement Agreement.

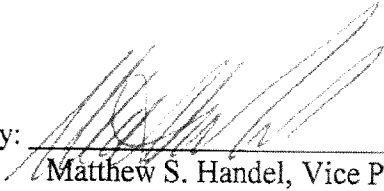
IN WITNESS WHEREOF, GRANTOR, pursuant to authority delegated to the Assistant Secretary – Indian Affairs by 209 DM 8, to the Director of BIA by 230 DM 1, to the Western Regional Director by 3 IAM 4, to the Superintendent by historic Phoenix Area Re-Delegation Documents in 10 BIAM, and supplements thereto (or applicable delegation of authority), is granting and executing this grant of easement on this ___ day of March, 2020.

EXHIBIT A
Easement Agreement

COPY

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS
EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

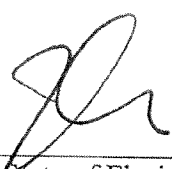
I solemnly swear that John Di Donato was, on October 30, 2019, the duly appointed Vice President of Dodge Flat Solar, LLC, a limited liability company organized under the laws of the State of Delaware, at which time he executed the application for and on behalf of said limited liability company, covering certain restricted Indian lands in the State of Nevada; that was fully empowered to execute said instrument and all papers in connection therewith, and that action in executing the same binds the said limited liability company to full performance of all obligations there under.

By: 
Matthew S. Handel, Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of March, 2020, by Matthew S. Handel, as Vice President of Dodge Flat Solar, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

[Notary Seal]



Notary Public, State of Florida

My Commission Expires:
6/25/23

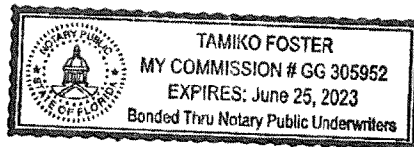
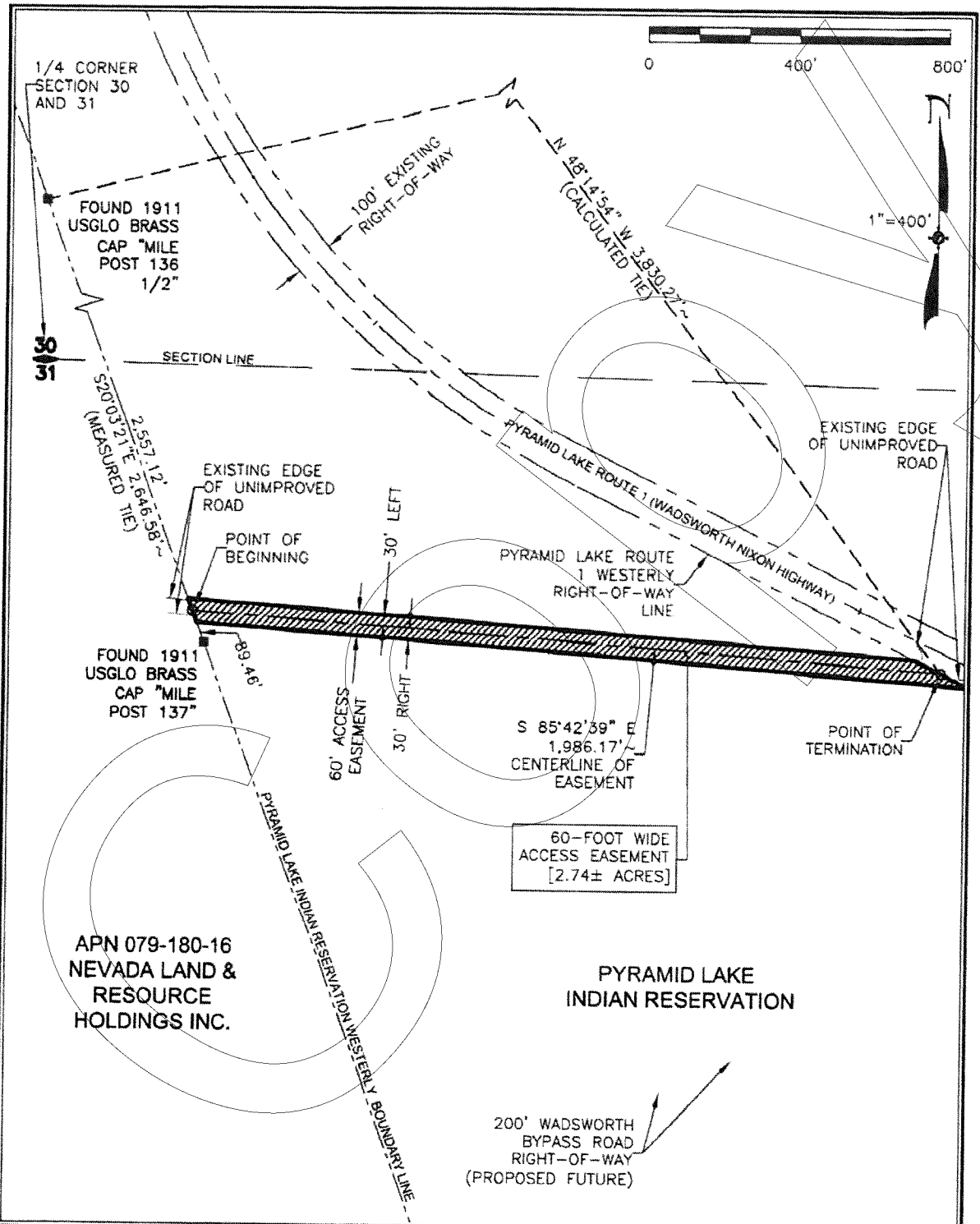


EXHIBIT B
Project Location Map

COPY



| | | | |
|--|---|--|---|
| <p align="center">EXHIBIT "B" GRAPHICAL DISPLAY 60' ACCESS EASEMENT</p> | <p align="center">1"=400' T.21 N., R.24 E., MDM.</p> | <p align="center">SUMMIT ENGINEERING CORPORATION 5405 MAE ANNE AVE. RENO, NV 89523</p> | <p align="center">SHEET 1 OF 1</p> |
|--|---|--|---|

IN WADSWORTH BYPASS ROAD, PYRAMID LAKE INDIAN RESERVATION, WESTERLY BOUNDARY LINE - 10:56 AM * 25-SEP-2018

EXHIBIT C
Legal Description

COPY

**LEGAL DESCRIPTION
60' ACCESS EASEMENT
PORTION OF PYRAMID LAKE INDIAN RESERVATION**

An easement, 60 feet in width, located within a portion of the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 21 North, Range 24 East, MDM, Pyramid Lake Indian Reservation, Washoe County, Nevada, as described in plat map for Plat "A" of the Resurvey of said Township and Range, dated May 15, 1913, and filed in the Official Records of the U.S. Department of Interior Bureau of Land Management, being 30 feet on each side of the following described centerline:

COMMENCING at point on the westerly boundary line of the Pyramid Lake Indian Reservation within Section 30 of said Township and Range, said point being the 136 1/2 Mile Post being marked by a found 2-3/4" diameter U.S. General Land Office brass capped monument stamped "MP 136 1/2 1911 WC PLIR"; Thence with the said westerly boundary line, S 20°03'21" E, 2,557.12 feet, to a point on the said westerly line from which the 137 Mile Post within said Section 31 being marked by a found 2-3/4" diameter U.S. General Land Office brass capped monument stamped "MP 137 1911 WC PLIR" bears, S 20°03'21" E, 89.46 feet, said point also being the **POINT OF BEGINNING** of herein described centerline;

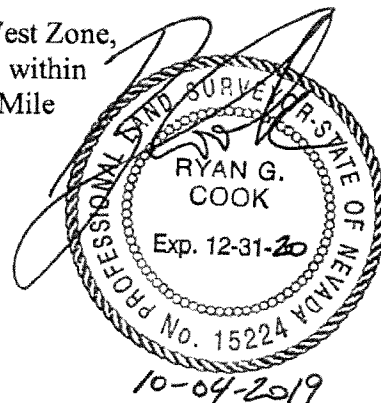
Thence, departing said westerly line, S 85°42'39" E, 1,986.17 feet, to a point on the westerly right-of-way line of Wadsworth-Nixon Highway Pyramid Lake Route 1 as described in right-of-way map drawing No. PL-1-1 for said Pyramid Lake Route 1, approved August 8, 1961, and filed in the Official Records of the U.S. Department of the Interior Bureau of Indian Affairs Phoenix Area Office from which said 136 1/2 Mile Post bears N 48°14'54" W, 3,830.27 feet, said point also being the **POINT OF TERMINATION** of herein described centerline. Said easement contains an area of 2.74 acres, more or less.

Note: The sidelines of herein described centerline to be lengthened or shortened so as to terminate at the said westerly boundary line and the said westerly right-of-way line.

EXCEPTING THEREFROM: Any existing entitlement and or encumbrance incidental to utilities, roadways, or other agreements.

BASIS OF BEARING: Nevada State Plane Coordinate System (West Zone, NAD 83/04). The measured bearing between the 136 1/2 Mile Post, within Section 30, Township 21 North, Range 24 East, MDM and the 137 Mile Post within Section 31, Township 21 North, Range 24 East, MDM, which bears S 20°03'21" E.

Description Prepared By:
Ryan G. Gook, P.L.S. 15224
Summit Engineering Corp.
5405 Mae Anne Ave. Reno, NV 89523 775-747-8550



UNITED STATES OF AMERICA

BY



U.S. Department of the Interior
Bureau of Indian Affairs
Western Nevada Agency
ACTING Superintendent

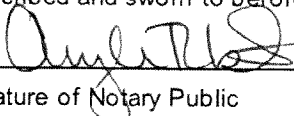
ACKNOWLEDGEMENT

STATE OF :

: ss.

COUNTY OF :

Subscribed and sworn to before me this 27th day of March, 20 20.


Signature of Notary Public

My commission expires July 8, 20 20.

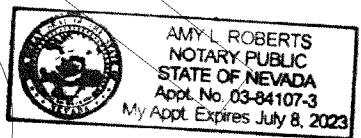


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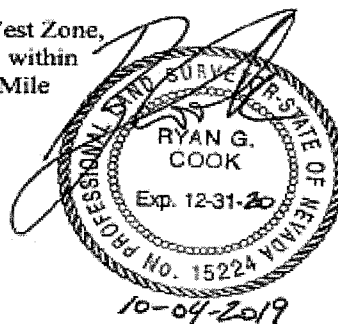
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Description Prepared By:
Ryan G. Cook, P.L.S. 15224
Summit Engineering Corp.
5405 Mae Anne Ave. Reno, NV 89523 775-747-8550



WASHOE COUNTY RECORDER

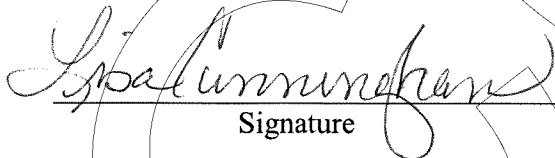
OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

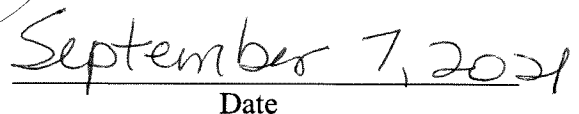
1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

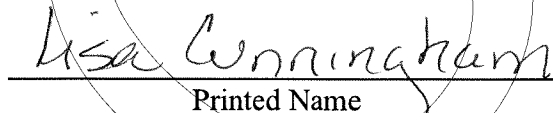
LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.


Signature


Date


Printed Name