United States Department of the Interior National Park Service

Right-of-Way Permit for Southern California Edison Right-of-Way Permit No.: RW MOJA-20-002

Whereas, on August 18, 2018, Southern California Edison, a California corporation, Two Innovation Way, 2nd Floor 280-I, Pomona, California 91768 (Permittee) applied to the National Park Service (NPS), United States Department of the Interior for a right-of-way to use or occupy NPS-administered lands or waters within Mojave National Preserve (Park), a unit of the National Park System, in order to operate and maintain the Eldorado-Lugo and Lugo-Mohave 500 kilovolt electric transmission lines;

Whereas, the Park was established by or pursuant to the California Desert Protection Act of 1994 (PL 103-433);

Whereas, 54 U.S.C. § 100101(a) directs the Secretary of the Interior, acting through the NPS, "to conserve the scenery, natural and historic objects, and wild life" in units of the National Park System and to provide for their enjoyment "in such manner and by such means as will leave them unimpaired for the enjoyment of future generations";

Whereas, 54 U.S.C. § 100101(b)(2) provides that the authorization of activities in the National Park System "shall be construed and the protection, management, and administration of the System units shall be conducted in light of the high public value and integrity of the System and shall not be exercised in derogation of the values and purposes for which the System units have been established, except as directly and specifically provided by Congress";

Whereas, 54 U.S.C. §§ 100902(a) and 100902(b) authorize the Secretary of the Interior to grant rights-of-way over, across, on, or through the Park for the purposes enumerated in those laws and subject to the other conditions in them, provided that the Secretary finds that the rights-of-way are not incompatible with the public interest;

Whereas, the NPS has promulgated regulations, codified at 36 C.F.R. part 14, governing the issuance, use, and management of rights-of-way over, across, on, or through federally owned or controlled lands administered by the NPS; and

Whereas, the NPS has determined that the proposed use or occupancy of the NPS-administered lands or waters described herein for the operation and maintenance of the Eldorado-Lugo and Lugo-Mohave 500kV transmission lines is not incompatible with the public interest;

Now, therefore, the NPS, acting pursuant to the authority of 54 U.S.C. § 100902(b), hereby grants to the Permittee this revocable, non-exclusive right-of-way permit (Permit) across the lands or waters described below (Permitted Area). This Permit constitutes only a revocable, non-exclusive license to use or occupy the Permitted Area for the purposes described in the Permit during the term of the Permit. By accepting this Permit, the Permittee agrees to comply with the regulations in 36 C.F.R.

part 14 (or any successor regulations), other applicable laws and regulations, and the terms and conditions set forth in this Permit. The Park's Superintendent (Superintendent) will be the NPS official primarily responsible for administering this Permit.

Authority to Enter into Permit

The Permittee represents and warrants to the NPS that:

- (1) The Permittee is authorized under the laws of California and by its governing documents to enter into this Permit; and
- (2) The person signing this Permit on the Permittee's behalf is authorized to bind the Permittee to comply with the Permit's terms and conditions.

Legal Description and Map of Permitted Area

The legal description of the Permitted Area is as follows:

See Exhibits A and C: Legal Descriptions for Existing and Proposed Corridors

Existing infrastructure as depicted on the dated maps attached to this Permit as Exhibit B.

If the Permittee has not yet completed construction of its infrastructure, then the Permittee must also provide the NPS a final map and legal description of the Permitted Area as described in the paragraph below. The Permittee must submit any proposed deviation from the interim map and legal description to the NPS for review and written approval before construction commences. Any deviation from the interim map and legal description may require additional environmental compliance and reappraisal.

Within 90 days after the Permittee completes construction of its infrastructure, the Permittee must provide the NPS a dated final as-built map and legal description meeting the standards for infrastructure that already exists. If the map and legal description are based on differential GPS (DGPS) points, then all DGPS points must be remeasured to match actual as-built conditions. These final documents must be delivered to the Superintendent. The NPS and the Permittee agree that the final map and legal description, once approved by the NPS in writing, will describe the area authorized for the Permittee's use or occupancy under this Permit and will be attached to this Permit as Exhibit D and labeled "Final Map and Legal Description." If the Permittee's infrastructure is not built as authorized, then the NPS may, in its sole discretion, decline to approve the final map and legal description and instead require the Permittee to remove the infrastructure from the Permitted Area.

The Permittee may not deviate from the approved Permitted Area in its operation and maintenance of the Eldorado-Lugo & Lugo-Mohave 500kV transmission lines and associated access and spur roads. If the Permittee determines that it needs to use or occupy NPS-administered lands or waters not specifically described in this Permit for the operation and maintenance of the 500kV transmission lines, then the Permittee must apply in writing to the NPS for authorization to use or to occupy the additional area. After considering the Permittee's application, the NPS, in its sole discretion, may authorize the use

or occupancy of the additional area by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion the NPS may also deny the Permittee's request for authorization to use or to occupy the additional area.

Permitted Use of Right-of-Way

In connection with the Eldorado-Lugo & Lugo-Mohave 500kV Transmission Lines, this Permit authorizes the Permittee to operate and maintain the following facilities or equipment in the Permitted Area:

Existing facilities include:

- 16 500 kV Towers (2 to be raised at ~18.5 feet, 14 to be modified)
- 404 Lattice Steel Towers (~180 for ELM + ~223 for LVRAS) in dulled galvanized finish that range in height from 80 to 250 feet

Proposed facilities to be constructed include:

- 99 miles (~51 for Eldorado-Lugo + ~48 for Lugo-Mohave) new OPGW fiber optic cable
- 2 new fiber optic repeaters approximately 70 feet by 35 feet in size
 - Lanfair Communication Site (CS), is located approximately 3 miles north of the
 community of Goffs along Lanfair Road. The site is approximately 2,000 feet east
 of the intersection of Lanfair Road and the Lugo-Mohave 500 kV Transmission
 Line, on the northeast side of tower M144/T2, and within the boundary of the
 existing transmission line ROW.
 - Kelbaker CS, is located approximately 8 miles south of Kelso along Kelbaker Road. The site is approximately 600 feet east of the intersection of Kelbaker Road and the Lugo-Mohave 500 kV Transmission Line, on the northeast side of tower M111/T3, and within the boundary of the existing transmission line ROW.

See Exhibit E: Authorized Equipment

This Permit authorizes the operation and maintenance only of the facilities or equipment specifically described in the Permit. If the Permittee determines that it needs to operate and maintain facilities or equipment other than those specifically described in this Permit, then the Permittee must apply in writing to the NPS for authorization to operate and maintain the additional facilities or equipment. After considering the Permittee's application, the NPS, in its sole discretion, may authorize the operation and maintenance of the additional facilities or equipment by amending this Permit or by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. In its sole discretion, the NPS may also deny the Permittee's request for authorization to operate and maintain the additional facilities or equipment.

Effective Date and Term of Permit

This Permit will be effective on the date of its signature by the NPS Regional Director and will expire automatically 10 years after its effective date at noon, Pacific Time Zone, unless it is earlier revoked, terminated, or abandoned pursuant to the provisions of this Permit or in accordance with applicable federal law.

Reauthorization of Use

In order to continue use or occupancy of the Permitted Area beyond the initial term without interruption, the Permittee must submit to the Superintendent a written application for reauthorization, on the then-current NPS-approved form and in accordance with then-existing NPS regulations and policies, at least 6 months before the Permit's expiration date. After considering the application, the NPS, in its sole discretion, may reauthorize the use and occupancy of the Permitted Area by issuing a new permit that includes such terms and conditions as the NPS deems appropriate. The Permittee hereby acknowledges that reauthorization is not guaranteed, and that the Permittee does not have a preferential right to reauthorization as a result of the NPS's issuance of this Permit.

Termination of Permitted Right-of-Way

At any time during the term of this Permit the NPS, in its sole discretion, may, without incurring any liability whatsoever, terminate all or any part of the permitted right-of-way. If the NPS terminates all or any part of the right-of-way before the Permit expires by its own terms, then the NPS will provide the Permittee 30 days advance written notice of the termination, including the reasons for the termination.

Abandonment of Permitted Right-of-Way

At any time during the term of this Permit, if the Permittee fails to use or occupy the Permitted Area for a period of 2 years, then the NPS, in its sole discretion, may deem the permitted right-of-way abandoned and may take whatever action it determines is necessary to secure and to restore the Permitted Area. The NPS will provide the Permittee written notice of its determination that the Permittee has abandoned the permitted right-of-way. In case of abandonment, the Permittee will be responsible for reimbursing the NPS for all of its costs to secure and to restore the Permitted Area.

Reimbursement of Costs

Pursuant to 54 U.S.C. § 103104, the Permittee has paid the NPS for administrative and other costs incurred by the NPS in processing the application for the Permit and agrees to reimburse the NPS for costs incurred by the NPS in monitoring the uses or activities authorized by this Permit.

Fees for Use and Occupancy

Pursuant to 36 C.F.R. § 14.26(a), the Permittee will pay fair market value for the use and occupancy of NPS-administered lands or waters. The charge for use and occupancy of the Permitted Area will be \$37,500.00 per year. Pursuant to 36 C.F.R. § 14.26(e), the NPS may periodically review the charges for this Permit and impose such new charges as may be reasonable and proper.

Terms and Conditions

This Permit and the uses or activities authorized under it are subject to the following terms and conditions:

- (1) This Permit may be amended only by a written instrument executed by the Superintendent and the Permittee.
- (2) The Permittee may not transfer or assign this Permit to another party without obtaining the NPS's prior written approval.
- (3) The Permittee is responsible for ensuring that its officers, employees, representatives, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All persons working for the Permittee within the Permitted Area must carry a copy of this Permit.
- (4) The Permittee must provide the NPS with current contact information (company address, points of contact, telephone numbers, email addresses, etc.) for both routine and emergency communications.
- (5) The Permittee must post on its facilities in the Park at least one sign, of a design and in a location acceptable to the NPS, with the company's name, primary point of contact, and emergency telephone number.
- (6) The Permittee must notify the Superintendent in writing at least 5 business days before conducting any maintenance or non-emergency repair work within the Permitted Area. The written notice must describe the location of the proposed work, the equipment to be used, and the size of work crews anticipated to be working in the Park. The Superintendent may require an on-site meeting before any maintenance or non-emergency repair work commences and may assign a site monitor to be present during such work. Except in emergencies, all work in the Permitted Area must be conducted during the Park's normal business hours. To respond to an emergency, the Permittee may enter the Permitted Area at other times to conduct repair work after notifying the Superintendent at moja_superintendent@nps.gov and calling the Park's Chief of Facilities Management at (760) 252-6142 and ROW coordinator at (760) 252-6107.
- (7) The Permittee must erect and maintain appropriate warning signs, barricades, or other warning devices during all periods when it is using the Permitted Area, including periods of maintenance or repair.
- (8) The NPS may enter and inspect the Permitted Area at any time without providing prior notice to the Permittee.
- (9) If necessary to protect Park resources or visitors, the NPS may require the Permittee to suspend its activities in the Permitted Area or to relocate or remove its facilities or equipment; provided that if the NPS determines that the Permittee must relocate or remove its facilities or equipment, the NPS will exercise its best efforts to accommodate the Permittee at another location in the Park.

(10) Notwithstanding the issuance of this Permit, the NPS (a) may establish trails, roads, or other improvements across, over, on, or through the Permitted Area for use by the NPS, by Park visitors, or by others and (b) may authorize its contractors or other permittees to use the Permitted Area at the same time that the Permittee is using it, as long as those other uses will not unreasonably interfere with the Permittee's use of the Permitted Area under this Permit.

- (11) The Permittee may not allow another party to co-locate equipment on the Permittee's infrastructure without obtaining the NPS's prior written approval. As a condition of such approval, the NPS will require the co-locator to apply for and to be issued its own NPS right-of-way permit.
- (12) The Permittee must keep the Permitted Area clean and free of litter or other debris at all times.
- (13) Except as expressly authorized by this Permit or subsequently approved in writing by the Superintendent, the Permittee may not move, remove, alter, damage, or destroy any Park resources within the Permitted Area or the Park. As directed by the Superintendent, the Permittee must take all reasonable measures to avoid or minimize damage to Park resources. The Superintendent may require reasonable mitigation in return for allowing impacts to Park resources under this Permit.
- (14) The Permittee must immediately suspend all activities and notify the Superintendent upon the discovery of any threatened or endangered species or archeological, paleontological, or historical resources within or near the Permitted Area. All natural and cultural resources discovered in the Permitted Area are the property of the United States.
- (15) The Permittee may not use pesticides or herbicides on Park lands without obtaining the Superintendent's prior written approval.
- (16) The Permittee must do everything reasonably within its power to prevent and suppress fires resulting from the Permittee's activities under this Permit.
- (17) Within 4 hours after the damage or disruption occurs, the Permittee must repair or restore any utilities within the Park that are damaged or disrupted as a result of the Permittee's activities under this Permit.
- (18) Within 6 months after the expiration or termination of this Permit, the Permittee must remove all of its facilities and equipment from the Permitted Area and restore the Permitted Area to its pre-Permit condition as directed and approved by the Superintendent. Any facilities or equipment not removed within that time will be deemed abandoned and will be disposed of in accordance with applicable federal law. In that event, the Permittee will be liable to the NPS for all of its costs in disposing of the facilities or equipment and restoring the Permitted Area.
- (19) Before the Permit's effective date, the Permittee must file with the NPS a performance bond payable to the NPS, issued by a surety satisfactory to the NPS, to guarantee its compliance with all terms and conditions of this Permit and with all applicable laws and regulations. The bond for this Permit must be in the amount of \$500,000 and must be filed with Special Park Uses Coordinator.

(20) The Permittee must procure and maintain in force and effect during the term of this Permit commercial general liability insurance to protect against claims arising out of the acts or omissions of the Permittee or its officers, employees, agents, or representatives while conducting the activities authorized by this Permit. The insurance policy must provide coverage for discharges or escapes of pollutants or contaminants into the environment, including sudden or accidental discharges or escapes. The policy must be in the minimum amount of \$5,000,000 per occurrence and \$10,000,000 aggregate; must be issued by a company duly licensed to do business in California; and must name the United States of America as an additional insured. Before the NPS Regional Director executes this Permit, the Permittee must provide the NPS with a copy of its Certificate of Insurance showing the required coverage.

- (21) In accordance with applicable law, including the Park System Resource Protection Act, 54 U.S.C. §§ 100721-100725, the Permittee will be responsible for any damage to or destruction of Park resources resulting from the Permittee's activities that are not reasonably inherent in the use of the Permitted Area authorized by this Permit. This Permit is not a defense to liability under 54 U.S.C. § 100722(c)(3) for any activity not expressly authorized by this Permit.
- (22) The Permittee will indemnify and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of the Permittee's activities under this Permit. This agreement to indemnify and hold harmless from and against all liability includes liability under federal or state environmental laws, including the Comprehensive Environmental Response, Compensation, and Restoration Act, as amended; the Resource Conservation and Recovery Act, as amended; and what is commonly known as the Clean Water Act, as amended. This agreement to indemnify and hold harmless will survive the Permit's termination or expiration.
- (23) In accordance with applicable federal law, the Permittee will not discriminate against any person because of race, color, religion, sex, or national origin.
- (24) Nothing in this Permit obligates the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated by the NPS for the purpose of this Permit, or to involve the NPS in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
- (25) Permittee will comply with the Hazardous Material requirements in Exhibit F.
- (26) NOTIFICATION: SCE agents (i.e., SCE personnel or SCE contractors) must contact Mojave National Preserve at least 24 hours in advance of arrival at Mojave National Preserve moja_le_rangers@nps.gov or (760) 252-6137.
- (27) WEED CONTROL: To prevent new establishments of non-native vegetation, all vehicles and equipment must be cleaned of all plant debris before entering Mojave National Preserve, SCE must comply with and implement, when necessary, SCE Right Of Way Weeds in MNP Status and Guidance 2018 (NPS-Mojave National Preserve).

(28) DRIVING: Vehicles may be operated only on existing roads, designated routes and vehicle ways. Cross-country travel by motorized vehicles is not permitted. Legal speed limits must be observed during operation in Park. SCE employees or contractors must watch for tortoises on roads or road shoulder areas. When vehicles travel in a group, each vehicle will be spaced far enough apart to ensure visibility of the road surface to avoid desert tortoises. No motorized vehicles or mechanized transport may be operated in wilderness. In general, Wilderness begins 100 feet to either side of the centerline of all maintained roads (e.g., Kelbaker Road, Cedar Canyon Road, Black Canyon Road, etc.) or 30 feet to either side of unmaintained roads.

- (29) PARKING: Parking will occur along the ROW access and spur roads outside wilderness on previously disturbed sites only. Destruction of any natural undisturbed areas, including vegetation, is not permitted. Tortoises will sometimes crawl under vehicles to escape the heat of the sun; accordingly, SCE workers and contractors should check under vehicles before leaving a spot if the vehicle has been parked longer than two minutes.
- (30) DISTURBANCE: The desert tortoise is protected by law. It is illegal to disturb a tortoise or its habitat in any way. This includes touching, handling, moving, or possessing a tortoise.
- (31) ORIENTATION: All SCE agents must orient themselves with risks to desert tortoises and with tortoise protective measures on roads before arriving at Mojave National Preserve. Brief videos are available on the Internet examples include:
 - https://www.nps.gov/media/video/view.htm?id=DBCCFE6F-F66A-FDCE-1909BC5E55030DFF)
 - https://energized.edison.com/stories/protecting-threatened-tortoises-part-of-sces-environmental-stewardship
- (32) REPORTING: All SCE-related tortoise injuries and/or deaths must be reported to the National Park Service as soon as possible. CONTACT: Federal Interagency Communications Center, (909) 383-5651 and moja superintendent@nps.gov.

By signing this Permit on the date indicated below, the Permittee's authorized representative acknowledges that he or she has read and understands all of the Permit's terms and conditions, agrees that the Permittee will abide by all of the Permit's terms and conditions, and requests that the NPS Regional Director execute the Permit and issue it to the Permittee.

DocuSigned by:	
James Spence BCE835899E49438	
(Signature)	
James J. Spence	
Printed name	
Real Estate and Facilities, Sr. Manager	
3/9/2021	
Date	
By signing this Permit on the date indicated be it and issues it to the Permittee.	low, the NPS Regional Director hereby executes
(Signature) Acting Regional Director National Park Service, Interior Regions 8, 9, 10, and	12
Date	

Exhibit A

Legal Descriptions

EXISTING ELDORADO-LUGO 500KV TRANSMISSION LINE RIGHT OF WAY EXISTING LUGO-MOHAVE 500KV TRANSMISSION LINE RIGHT OF WAY

EXHIBIT "A"

ELDORADO-LUGO 500KV TRANSMISSION LINE RIGHT OF WAY

THAT PORTION OF LAND WITHIN THE MOJAVE NATIONAL PRESERVE, SAN BERNARDINO COUNTY, CALIFORNIA, BEING A 180-FOOT-WIDE STRIP OF LAND, LYING 90 FEET ON EACH SIDE OF A CENTERLINE TRAVERSING THROUGH THE FOLLOWING TOWNSHIPS OF THE SAN BERNARDINO BASE AND MERIDIAN:

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TOWNSHIP 11 NORTH, RANGE 9 EAST; TOWNSHIP 11 NORTH, RANGE 10 EAST; TOWNSHIP 12 NORTH, RANGE 10 EAST; TOWNSHIP 12 NORTH, RANGE 11 EAST; TOWNSHIP 12 NORTH, RANGE 12 EAST; TOWNSHIP 13 NORTH, RANGE 12 EAST; TOWNSHIP 13 NORTH, RANGE 14 EAST; TOWNSHIP 14 NORTH, RANGE 14 EAST; TOWNSHIP 14 NORTH, RANGE 15 EAST; TOWNSHIP 15 NORTH, RANGE 16 EAST; TOWNSHIP 15 - 1/2 NORTH, RANGE 16 EAST; TOWNSHIP 16 NORTH, RANGE 16 EAST;
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SAID CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WITHIN SECTION 14, OF SAID TOWNSHIP 11 NORTH, RANGE 9 EAST, SAID POINT BEING THE INTERSECTION OF THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC LOS ANGELES & SALT LAKE RAILROAD RIGHT OF WAY AND THE CENTERLINE OF THE SOUTHERN CALIFORNIA EDISON 500KV TRANSMISSION TOWER LINE, SAID RIGHT OF WAY LINE ALSO BEING THE BOUNDARY OF THE MOJAVE NATIONAL PRESERVE AS DESCRIBED IN THAT CERTAIN UNRECORDED DOCUMENT ENTITLED "C-1: AMENDED LEGAL DESCRIPTION" AND DATED MAY, 2005 (BY PINE), SAID POINT ALSO BEARS NORTH 50°05'21" WEST 7346.29 FEET FROM A 2" BRASS DISK STAMPED AS THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 11 NORTH, RANGE 9 EAST, SAID POINT ALSO HAS A COORDINATE VALUE OF NORTH 2,127,328.12, EAST 7,178,543.15 BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010);

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THENCE NORTH 78°54'39" EAST 9,677.76 FEET;
THENCE NORTH 67°18'03" EAST 6,476.75 FEET;
THENCE NORTH 62°26'11" EAST 21,397.34 FEET;
THENCE NORTH 84°12'59" EAST 958.46 FEET;
THENCE NORTH 63°25'30" EAST 7,913.38 FEET;
THENCE NORTH 43°50'34" EAST 2,887.10 FEET;
THENCE NORTH 48°18'47" EAST 3,629.73 FEET;
THENCE NORTH 25°41'31" EAST 1,599.22 FEET;
THENCE NORTH 54°43'51" EAST 8,489.17 FEET;
THENCE NORTH 55°27'06" EAST 2,865.46 FEET;
THENCE NORTH 56°25'44" EAST 39,189.45 FEET;
THENCE NORTH 56°25'44" EAST 39,189.45 FEET;
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THENCE NORTH 59°06'24" EAST 8,350.84 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 24 OF SAID TOWNSHIP 13 NORTH, RANGE 12 EAST, AND SECTION 19 OF SAID TOWNSHIP 13 NORTH, RANGE 13 EAST;

THENCE CONTINUING ALONG SAID LINE, NORTH 59°06'24" EAST 37,814.08 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 1 OF SAID TOWNSHIP 13 NORTH, RANGE 13 EAST, AND SECTION 6 OF SAID TOWNSHIP 13 NORTH, RANGE 14 EAST;

THENCE CONTINUING ALONG SAID LINE, NORTH 59°06'24" EAST 10,160.66 FEET;

THENCE NORTH 48°26'49" EAST 4,773.52 FEET;

THENCE NORTH 47°16'22" EAST 25,117.43 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 12 OF SAID TOWNSHIP 14 NORTH, RANGE 14 EAST, AND SECTION 7 OF SAID TOWNSHIP 14 NORTH, RANGE 15 EAST;

THENCE CONTINUING NORTH 47°16'22" EAST 60,478.65 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 33 OF SAID TOWNSHIP 15-1/2 NORTH, RANGE 16 EAST, AND SECTION 4 OF SAID TOWNSHIP 15 NORTH, RANGE 16 EAST;

THENCE CONTINUING NORTH 47°16'22" EAST 24,630.13 FEET TO THE **POINT OF TERMINUS** ON THE CALIFORNIA NEVADA STATE LINE, SAID POINT ALSO HAS A COORDINATE VALUE OF NORTH 2,367,599.86, EAST 7,391,357.46 BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010).

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE EASTERLY AND WESTERLY AT THE BOUNDARIES OF SAID MOJAVE NATIONAL PRESERVE.

EXCEPTING THEREFROM ANY PORTIONS OF SECTION 36 OF TOWNSHIP 12 NORTH, RANGE 10 EAST.

ALSO EXCEPTING THEREFROM ANY PORTIONS OF SECTIONS 29 AND 31, AND THE WEST HALF OF SECTION 32 OF TOWNSHIP 14 NORTH, RANGE 14 EAST.

ALSO EXCEPTING THEREFROM ANY PORTIONS OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13 OF TOWNSHIP 15 NORTH, RANGE 15 EAST.

ALSO EXCEPTING THEREFROM ANY PORTIONS OF NIPTON MOORE ROAD AND THE SOUTHERN PACIFIC LOS ANGELES & SALT LAKE RAILROAD RIGHT OF WAY IN SECTIONS 33 AND 34 OF TOWNSHIP 15 - 1/2 NORTH, RANGE 16 EAST PER PARCEL 1 OF CALIFORNIA STATE BOARD OF EQUALIZATION MAP NO. 843-36-37.

RIGHT OF WAY AREA: 49,190,924 SQUARE FEET, OR 1,129.268 ACRES (GROUND), MORE OR LESS.

BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010) ESTABLISHED BY A GPS SURVEY TIED TO CORS STATIONS "P611" & "P621". A LINE BETWEEN SAID STATIONS BEARS NORTH 16° 31' 58" EAST AS DERIVED FROM NGS PUBLISHED COORDINATES OF SAID STATIONS. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY AN AVERAGE COMBINED SCALE FACTOR OF 0.999807478.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES, ETC. ARE AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

CHARLES D. PLUTA DATE

ANLES D. I LOTA DATE

No. 8844

EXHIBIT "A"

EXISTING LUGO-MOJAVE 500KV TRANSMISSION TOWER LINE RIGHT OF WAY

THAT PORTION OF LAND WITHIN THE MOJAVE NATIONAL PRESERVE, SAN BERNARDINO COUNTY, CALIFORNIA, BEING A 160-FOOT-WIDE STRIP OF LAND, LYING 80 FEET ON EACH SIDE OF A CENTERLINE TRAVERSING THROUGH THE FOLLOWING TOWNSHIPS OF THE SAN BERNARDINO BASE AND MERIDIAN:

TOWNSHIP 9 NORTH, RANGE 11 EAST; TOWNSHIP 9 NORTH, RANGE 12 EAST; TOWNSHIP 9 NORTH, RANGE 13 EAST; TOWNSHIP 10 NORTH, RANGE 13 EAST; TOWNSHIP 10 NORTH, RANGE 14 EAST; TOWNSHIP 10 NORTH, RANGE 15 EAST; TOWNSHIP 10 NORTH, RANGE 17 EAST; TOWNSHIP 10 NORTH, RANGE 18 EAST; TOWNSHIP 10 NORTH, RANGE 19 EAST;

SAID CENTERLINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WITHIN SECTION 19, OF SAID TOWNSHIP 9 NORTH, RANGE 11 EAST, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF THE SOUTHERN CALIFORNIA EDISON TOWER LINE BETWEEN TOWERS M99-T1 AND M101-T2, AND THE BOUNDARY OF THE MOJAVE NATIONAL PRESERVE AS DESCRIBED IN THAT CERTAIN UNRECORDED DOCUMENT ENTITLED "C-1: AMENDED LEGAL DESCRIPTION" AND DATED MAY, 2005 (BY PINE), SAID POINT ALSO BEARING NORTH 64°29'59" WEST 27,552.07 FEET FROM A 3.5" BRASS DISK STAMPED AS THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 9 NORTH, RANGE 10 EAST, SAID POINT OF BEGINNING ALSO HAS A COORDINATE VALUE OF NORTH 2,139,189.69, EAST 7,203,411.20 BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010):

THENCE NORTH 70°01'19" EAST 9,913.43 FEET;

THENCE NORTH 76°06'40" EAST 5,927.10 FEET;

THENCE NORTH 75°14'56" EAST 1,523.65 FEET;

THENCE NORTH 76°57'02" EAST 1,550.06 FEET;

THENCE NORTH 76°06'21" EAST 7,618.53 FEET;

THENCE NORTH 74°41'05" EAST 10,495.27 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 17 AND SECTION 8 OF SAID TOWNSHIP 9 NORTH, RANGE 12 EAST;

THENCE CONTINUING NORTH 74°41'05" EAST 6,601.94 FEET;

THENCE NORTH 74°41'08" EAST 17,480.74 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 1 OF SAID TOWNSHIP 9 NORTH, RANGE 12 EAST, AND SECTION 6 OF SAID TOWNSHIP 9 NORTH, RANGE 13 EAST;

THENCE CONTINUING NORTH 74°41'08" EAST 4,331.58 FEET TO **POINT "A"** HEREINAFTER REFERRED TO IN EXHIBIT "C";

THENCE CONTINUING NORTH 74°41'08" EAST 11,361.41 FEET;

THENCE NORTH 74°40'53" EAST 4,091.31 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 3 OF SAID TOWNSHIP 9 NORTH, RANGE 13 EAST, AND SECTION 34 OF SAID TOWNSHIP 10 NORTH, RANGE 13 EAST;

THENCE CONTINUING NORTH 74°40'53" EAST 3,008.03 FEET;

THENCE NORTH 74°42'17" EAST 2,024.01 FEET;

THENCE NORTH 74°39'30" EAST 2,200.28 FEET;

THENCE NORTH 74°42'34" EAST 1,492.52 FEET;

THENCE SOUTH 89°27'47" EAST 31,326.88 FEET;

THENCE NORTH 82°20'12" EAST 2,357.48 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 36 OF SAID TOWNSHIP 10 NORTH, RANGE 14 EAST, AND SECTION 31 OF SAID TOWNSHIP 10 NORTH, RANGE 15 EAST;

THENCE CONTINUING NORTH 82°20'12" EAST 84,383.44 FEET;

THENCE NORTH 81°26'47" EAST 1,461.52 FEET;

THENCE NORTH 83°18'40" EAST 1,332.77 FEET;

THENCE NORTH 72°53'51" EAST 8,310.75 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 24 OF SAID TOWNSHIP 10 NORTH, RANGE 17 EAST, AND SECTION 19 OF SAID TOWNSHIP 10 NORTH, RANGE 18 EAST;

THENCE CONTINUING NORTH 72°53'51" EAST 18,142.99 FEET TO **POINT "B"** HEREINAFTER REFERRED TO IN EXHIBIT "C";

THENCE CONTINUING NORTH 72°53'51" EAST 14,884.37 FEET, MORE OR LESS, TO A POINT ON THE COMMON LINE OF SECTION 12 OF SAID TOWNSHIP 10 NORTH, RANGE 18 EAST, AND SECTION 7 OF SAID TOWNSHIP 10 NORTH, RANGE 19 EAST;

THENCE CONTINUING NORTH 72°53'51" EAST 17,285.59 FEET TO THE **POINT OF TERMINUS** ON SAID MOJAVE NATIONAL PRESERVE BOUNDARY, SAID POINT ALSO HAS A COORDINATE VALUE OF NORTH 2,192,116.19, EAST 7,465,799.73 BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010);

THE SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE EASTERLY AND WESTERLY AT THE BOUNDARIES OF SAID MOJAVE NATIONAL PRESERVE.

EXCEPTING THEREFROM ANY PORTIONS OF SECTION 36 OF TOWNSHIP 10 NORTH, RANGE 13 EAST.

ALSO EXCEPTING THEREFROM ANY PORTIONS OF SECTION 36 OF TOWNSHIP 10 NORTH, RANGE 14 EAST.

ALSO EXCEPTING THEREFROM ANY PORTIONS OF SECTION 36 OF TOWNSHIP 10 NORTH, RANGE 15 EAST.

RIGHT OF WAY AREA: 40,522,934 SQUARE FEET, OR 930.279 ACRES (GROUND), MORE OR LESS.

BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010) ESTABLISHED BY A GPS SURVEY TIED TO CORS STATIONS "P611" & "P621". A LINE BETWEEN SAID STATIONS BEARS NORTH 16° 31' 58" EAST AS DERIVED FROM NGS PUBLISHED COORDINATES OF SAID STATIONS. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY AN AVERAGE COMBINED SCALE FACTOR OF 0.999807478.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES, ETC. ARE AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

No. 8844

PREPARED BY ME OR UNDER MY DIRECTION

07/12/2019

CHARLES D. PLUTA DATE

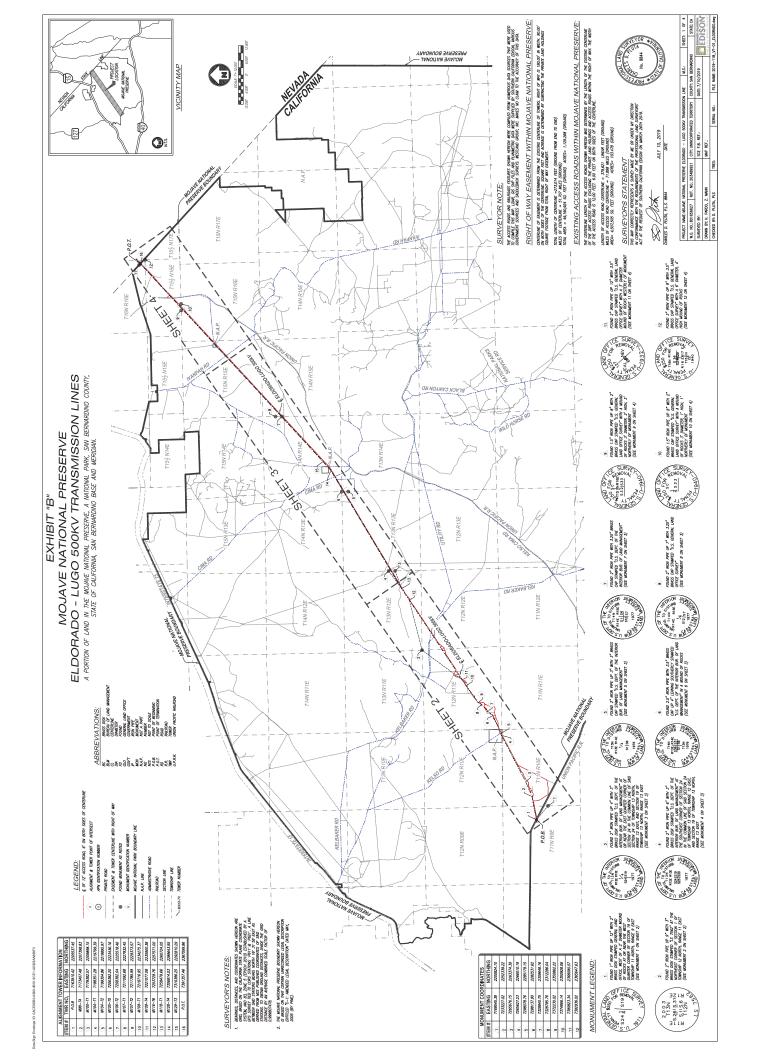
Exhibit B

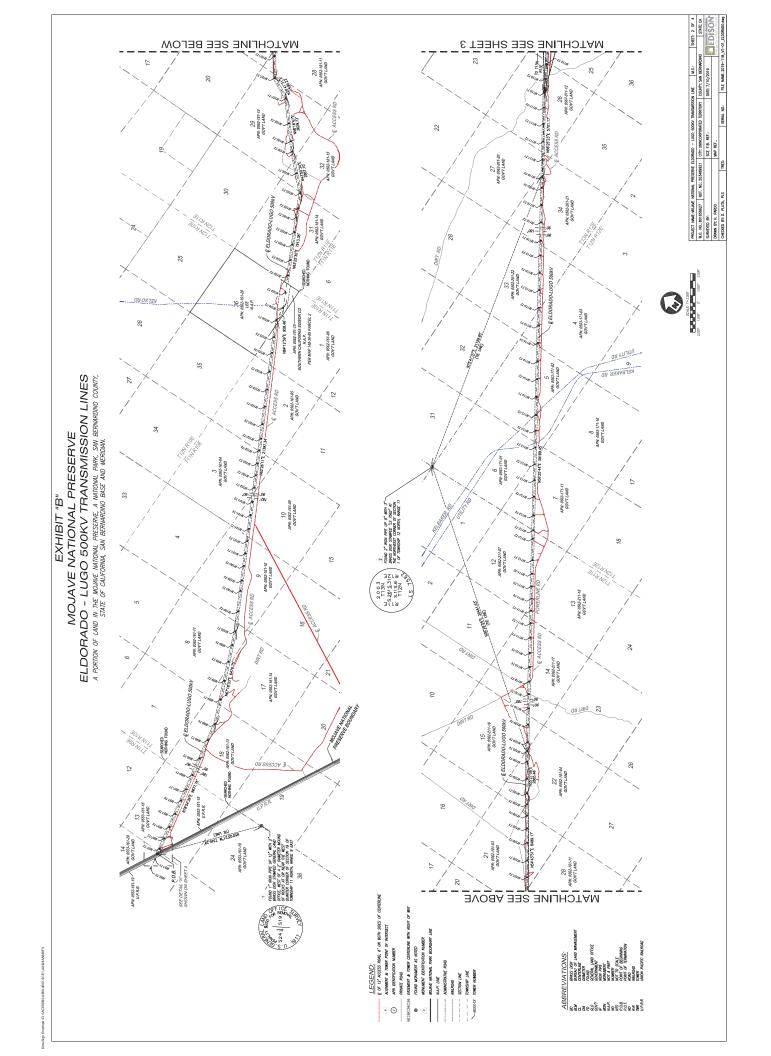
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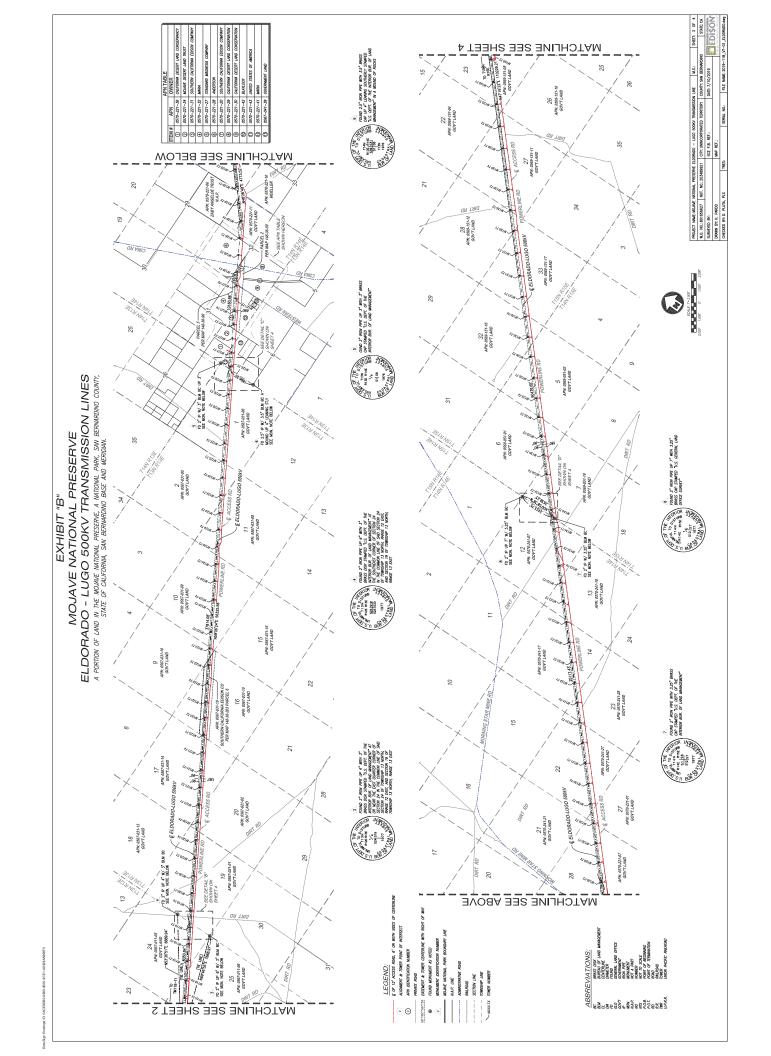
EXISTING ELDORADO-LUGO 500KV TRANSMISSION LINE RIGHT OF WAY EXISTING LUGO-MOHAVE 500KV TRANSMISSION LINE RIGHT OF WAY

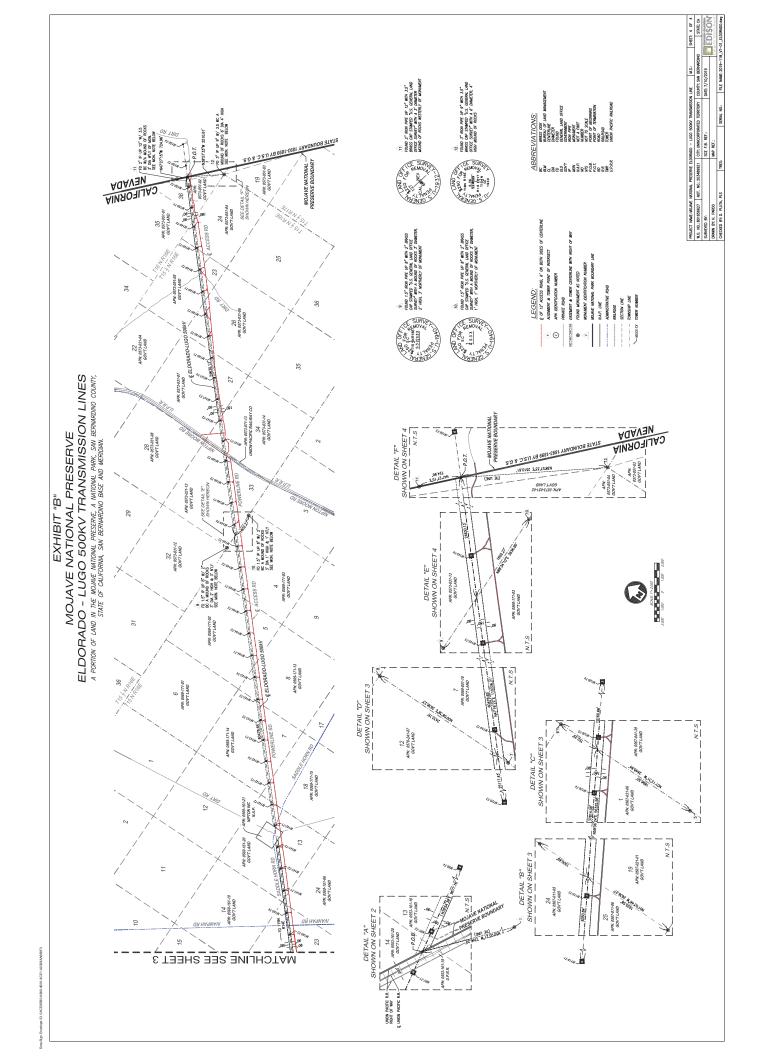
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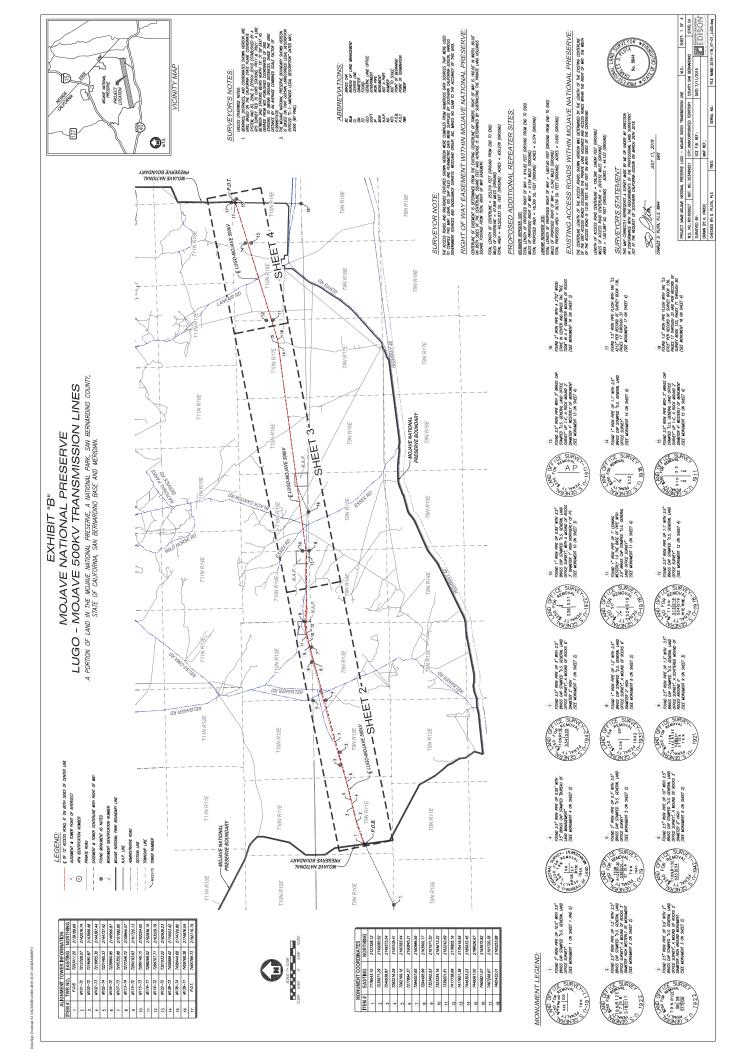
KELBAKER AND LANFAIR REPEATER SITES – See Maps for LUGO-MOHAVE 500KV TRANSMISSION TOWER LINE

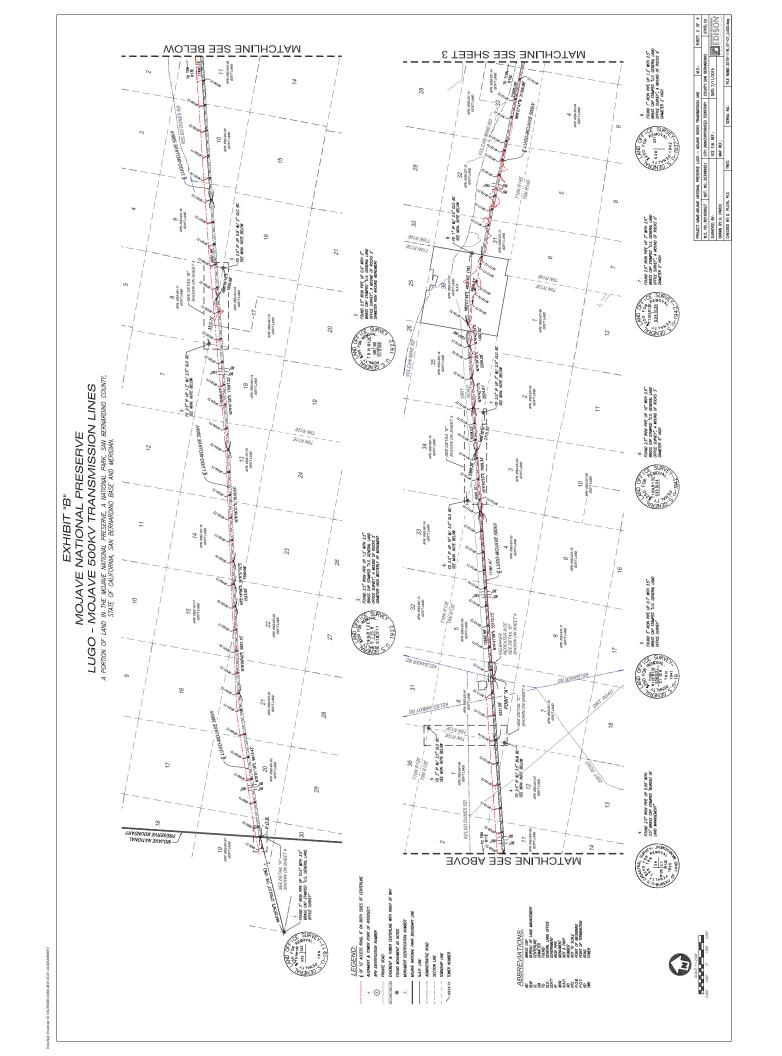


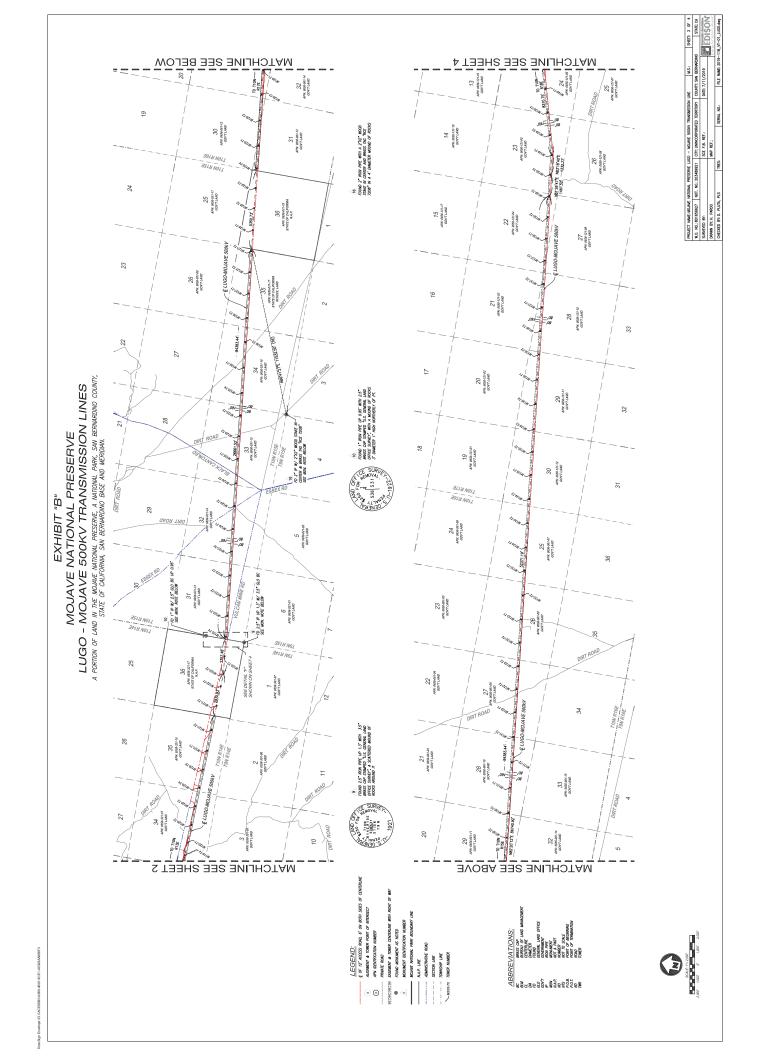












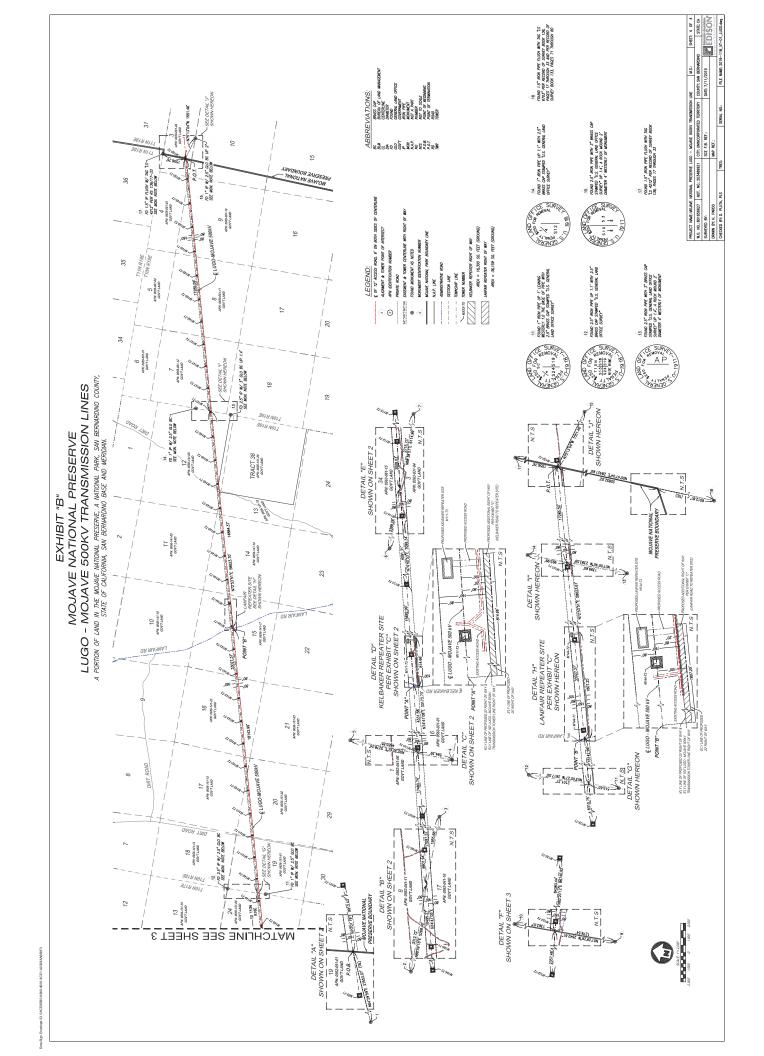


Exhibit C

Proposed Infrastructure Legal Description

20.00-FOOT-WIDE PROPOSED ADDITIONAL RIGHT-OF-WAY FOR KELBAKER AND LANFAIR REPEATER SITES

EXHIBIT "C"

20.00-FOOT-WIDE PROPOSED ADDITIONAL RIGHT-OF-WAY FOR KELBAKER AND LANFAIR REPEATER SITES

KELBAKER SITE

THE SOUTHERLY 20.00 FEET OF A 100.00-FOOT-WIDE STRIP OF LAND LYING WITHIN THE MOJAVE NATIONAL PRESERVE, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, SECTION 6, TOWNSHIP 9 NORTH, RANGE 13 EAST, SAN BERNARDINO BASE AND MERIDIAN:

THE SOUTHERLY LINE OF SAID 100.00-FOOT-WIDE STRIP BEING PARALLEL WITH, AND DISTANT 100.00 FEET, MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE CENTERLINE OF THE EXISTING LUGO-MOJAVE 500kV TRANSMISSION TOWER LINE RIGHT OF WAY, SAID CENTERLINE BEING THE NORTHERLY LINE OF SAID 100.00-FOOT-WIDE STRIP, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT **POINT "A"** AS DESCRIBED HEREINBEFORE IN EXHIBIT "A", ON SAID CENTERLINE OF SAID LUGO-MOJAVE 500kV TRANSMISSION TOWER LINE RIGHT OF WAY, THENCE NORTH 74°41′08" EAST 814.66 FEET ALONG SAID CENTERLINE TO THE **POINT OF TERMINUS**;

RIGHT OF WAY AREA: 16,300 SQUARE FEET, OR 0.374 ACRES (GROUND), MORE OR LESS.

LANFAIR SITE

THE SOUTHERLY 20.00 FEET OF A 100.00-FOOT-WIDE STRIP OF LAND LYING WITHIN THE MOJAVE NATIONAL PRESERVE, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, SECTION 14 AND 15, TOWNSHIP 10 NORTH, RANGE 18 EAST, SAN BERNARDINO BASE AND MERIDIAN:

THE SOUTHERLY LINE OF SAID 100.00-FOOT-WIDE STRIP BEING PARALLEL WITH, AND DISTANT 100.00 FEET, MEASURED AT RIGHT ANGLES, SOUTHEASTERLY FROM THE CENTERLINE OF THE EXISTING LUGO-MOJAVE 500kV TRANSMISSION TOWER LINE RIGHT OF WAY, SAID CENTERLINE BEING THE NORTHERLY LINE OF SAID 100.00-FOOT-WIDE STRIP. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT **POINT "B"** AS DESCRIBED HEREINBEFORE IN EXHIBIT "A", ON THE CENTERLINE OF THE LUGO-MOJAVE 500kV TRANSMISSION TOWER LINE RIGHT OF WAY, THENCE NORTH 72°53′51" EAST 1,807.25 FEET ALONG SAID CENTERLINE TO THE **POINT OF TERMINUS**:

RIGHT OF WAY AREA: 36,159 SQUARE FEET, OR 0.830 ACRES (GROUND), MORE OR LESS.

BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREON ARE GRID, BASED ON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM ZONE 5, NAD 83 (EPOCH 2010) ESTABLISHED BY A GPS SURVEY TIED TO CORS STATIONS "P611" & "P621". A LINE BETWEEN SAID STATIONS BEARS NORTH 16° 31' 58" EAST AS DERIVED FROM NGS PUBLISHED COORDINATES OF SAID STATIONS. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY AN AVERAGE COMBINED SCALE FACTOR OF 0.999807478.

ALL FOUND MONUMENT DESCRIPTIONS, BASIS OF BEARINGS, COURSES, ETC. ARE AS SHOWN ON **EXHIBIT "B"** ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION

07/12/2019 DATE

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Exhibit D

Final Map and Legal Description Lanfair Repeater and Kelbaker Repeater

Exhibit E

Authorized Equipment

Optical Ground Wire (OPGW) & Appurtenances			
	Eldorado - Lugo T/L	Lugo - Mohave T/L	
Quantity Existing Suspension LSTs	218	165	
Quantity Proposed Suspension LSTs	218	165	
Quantity Existing Dead-End LSTs	5	3	
Quantity Proposed Dead-End LSTs	5	3	
Quantity Proposed Splice Locations	16	14	
Quantity Proposed Tower Raises	1	0	
Existing Shield Wire Type	(North/West Peak) 7#6 Alumoweld	(South Peak) 7#6 Alumoweld	
Proposed Shield Wire Type	(North/West Peak) 144 Fiber OPGW	(South Peak) 144 Fiber OPGW	
Existing Minimum Tower Height (ft)	80.547	84.203	
Existing Maximum Tower Height (ft)	230.93	236.24	
Proposed Minimum Tower Height (ft)	80.547	84.203	
Proposed Maximum Tower Height (ft)	230.93	236.24	
Existing Minimum Span Lengths (ft)	565.181	581	
Existing Maximum Span Lengths (ft)	1699.775	2201.725	
Proposed Minimum Span Lengths (ft)	565.181	581	
Proposed Maximum Spand Lengths (ft)	1699.775	2201.725	

Telecom Outside Plant		
Element	Kelbaker Repeater Site	Lanfair Repeater Site Station Light & Power
Description	OPGW to ADSS	OPGW to ADSS
Circuit Name	Ludlow S.CKelbaker R.S. Kelbaker R.SLanfair R.S.	Kelbaker R.SLanfair R.S. Mohave Sub-Lanfair R.S.
OVERHEAD EQUIPMENT		
Dip Tower	M111-T3	M144-T2
Cable Type	144 SM Fiber Optic Cable	144 SM Fiber Optic Cable
Cable Length	460 ft. (230 ft. per Splice Location)	460 ft. (230 ft. per Splice Location)
Riser (Material)	30 ft. of 4" Flex Riser	30 ft. of 4" Flex Riser
UNDERGROUND EQUIPMENT		
Dip Tower	M111-T3	M144-T2
Cable Type	144 SM Fiber Optic Cable	144 SM Fiber Optic Cable
Cable Length	650ft. (325 ft. cable run)	650ft. (325 ft. cable run)
Underground Conduit	650 ft. (325 ft. per run)	650 ft. (325 ft. per run)
Underground Manhole	2 - 4'x4'x6' (1 for each run)	2 - 4'x4'x6' (1 for each run)

Notes

- 1. All power cable, riser, conduit, etc. lengths are approximations based on a Desktop analysis of needed length
- 2. Manholes and risers are based on preliminary assessment of required equipment
- 3. Miscellaneous equipment counts such as cable splices are estimated based on preliminary design

Note: The equipment list below are proposed facilities and are likely to change based on final

engineering/design.

Telecom Location	Kelbaker Repeater Site	Lanfair Repeater Site	
Description	Fiber Optic Repeater	Fiber Optic Repeater	
Site Area	70' x 35'	70' x 35'	
EQUIPMENT			
Fence Foundation	Perimeter of Site, Depth TBD	Perimeter	
Perimeter Fence w/ Gate	Perimeter of Site, 8' High Chain Link with top guard	Perimeter of Site, 8' High Chain Link with top guard	
Shelter Foundation	35' x 17' 2' 6"	35' x 17' 2' 6"	
Prefab Shelter	35' x 12' x 12'	35' x 12' x 12'	
LPG Foundation	15' x 5' x 1'	15' x 5' x 1'	
LPG Tank Enclosure	6' High Block Wall (3 sides)	6' High Block Wall (3 sides)	
Propane Tank	499 Gallons	499 Gallons	

Notes

- 1. All dimensions are approximations based on a Desktop analysis.
- 2. Prefab Shelter includes Backup Generator, -48VDC Battery and HVAC.

Note: The equipment list below are proposed facilities and are likely to change based on final

engineering/design.

Proposed Distribution Facilities				
Distribution Element	Kelbaker Repeater Site	Lanfair Repeater Site Station Light & Power		
Description	Station Light & Power	Station Light & Power		
Element Type	16 kV Circuit Extension	16 kV Circuit Extension		
Circuit Name	Marl 16 kV	Danby 16 kV		
	OVERHEAD EQUIPMENT			
Poles	6 wood Poles (K1 thru K6) and associated equipment (guying etc.)	16 wood Poles (L1 thru L16) and associated equipment (guying etc.)		
Conductor Type	1/0 'Raven' ACSR	1/0 'Raven' ACSR		
Conductor Length	2,100ft. (700 ft. per phase)	5,100ft. (1700 ft. per phase)		
Crossarms	6 wood (1 per pole)	16 wood (1 per pole)		
Insulators	18 Pin-type (3 per pole)	48 Pin-type (3 per pole)		
Apparatus	75 kVA Overhead Transformer bank and associated equipment	75 kVA Overhead Transformer bank and associated equipment		
UNDERGROUND EQUIPMENT				
Dip Pole	Overhead conductor to Pothead connector equipment Potheads (1 per phase)	Overhead conductor to Pothead connector equipment Potheads (1 per phase)		
Dip Pole	3 Potheads (1 per phase)	3 Potheads (1 per phase)		
Dip Pole	One 5-inch conduit (approx. 30 ft.)	One 5-inch conduit (approx. 30 ft.)		
Cable Type	600V Al CLP 4/0 Power Cable	600V Al CLP 4/0 Power Cable		
Cable Length	450ft. (150 ft. per phase)	450ft. (150 ft. per phase)		
Underground Structures	The size of the structure would be 3ft. x 5ft. x 4ft. for a typical large pull box. However, the excavation needed to place the structure in the ground may be larger. We expect to have a surface area of 4ft. x 6 ft. excavated. The depth of the excavation would be anywhere from 3 ft. to 6 ft.	The size of the structure would be 3ft. x 5ft. x 4ft. for a typical large pull box. However, the excavation needed to place the structure in the ground may be larger. We expect to have a surface area of 4ft. x 6 ft. excavated. The depth of the excavation would be anywhere from 3 ft. to 6 ft.		
Underground Duct Bank	150 ft. 4" PVC Conduit / duct bank	150 ft. 4" PVC Conduit / duct bank		

Notes

- 1. All power cable/conductor lengths are approximations based on a Desktop analysis of needed length
- 2. Pole counts, cross arms etc. are estimated based on preliminary assessment of required equipment
- 3. Miscellaneous equipment counts such as cable splices, tap line connectors are estimated based on preliminary design

Exhibit F

Hazardous Material Requirements

- (1) "Applicable Laws" means all present and future laws, statutes, requirements, ordinances, judgments, regulations, and administrative and judicial determinations (that are applicable by their own terms to the Permitted Area or Permittee), even if unforeseen or extraordinary, of every governmental or quasi-governmental authority, court or agency claiming jurisdiction (collectively "Agency") over the Permitted Area.
- (2) "Hazardous Material" means any material or other substance (including storage tanks): (a) the presence of which is governed by any Applicable Law as being hazardous or harmful to human health or the environment, (b) that is or becomes defined as a hazardous waste, hazardous substance, pollutant, or contaminant under Applicable Laws, (c) that is toxic, explosive, corrosive, flammable, infectious, ignitable, radioactive, carcinogenic, mutagenic, or otherwise hazardous or is or becomes regulated under Applicable Laws, or (d) that contains, without limitation of the foregoing, (i) gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds, (ii) polychlorinated biphenyls (PCBs), asbestos, asbestos-containing materials, or urea formaldehyde foam insulation, or (iii) radon gas.
- (3) "Environmental Damages" means all claims, demands, damages, injuries, losses, penalties, fines, costs (including consultant fees and expert fees), liabilities, causes of action, judgments, expenses and the like, of any nature whatsoever and by whomever made, incurred at any time during or after the term of this Permit which relate to the presence, suspected presence, release, or suspected release of any Hazardous Material from, on, about, under, in or into the air, surface water, ground water or land arising directly or indirectly from or in connection with Permittee's use of the Permitted Area. Environmental Damages include without limitation: (a) damages for death or personal injury, or injury or damage to the Permitted Area, other NPS property, or adjacent property, foreseeable or unforeseeable; and (b) fees incurred for the services of consultants or contractors, and all other costs incurred in connection with the investigation, cleanup or remediation of such Hazardous Materials, the violation of any Applicable Laws, or the restoration of the affected property.
- (4) "Pre-existing Hazardous Materials" means Hazardous Materials that existed in, on, about or under the Permitted Area or other NPS property prior to the Effective Date of this Permit.
- (5) Permittee will not bring, generate, use, manage, treat, keep, store, handle, sell, dispose of, discharge, or release any Hazardous Material from, on, about, under or into the Permitted Area or NPS property except in accord with Applicable Laws and with prior NPS written approval. Permittee will be responsible for timely acquisition of and compliance with any required permit(s), and will provide to the NPS, upon request, inventories and supporting documentation.
- (6) If Permittee becomes aware of, or reasonably suspects, or receives notice or other communication concerning any actual, alleged, suspected or threatened violation of any Applicable Law by Permittee or from past or present activities of any person in connection with the Permitted Area or of any liability of Permittee for Environmental Damages in connection with the Permitted Area, Permittee will immediately inform the NPS in writing with copies of any relevant

documentation. Receipt of such notice will not be deemed to create any obligation on the part of the NPS to defend or otherwise respond to any such notification.

- (7) Permittee will, at its sole cost and expense, promptly take all actions required under Applicable Laws by any Agency to remedy damage to the Permitted Area, other NPS property or adjacent property which arises directly or indirectly from or in connection with the presence, suspected presence, release, or suspected release of any Hazardous Material from, on, about, under, in or into the air, surface water, ground water or land arising directly or indirectly from or in connection with Permittee's use of the Permitted Area, provided that, except in case of emergency, NPS's prior written approval of such actions is required.
- (8) In addition to all other indemnity requirements of this Permit, Permittee expressly agrees to indemnify, reimburse, defend, save and hold harmless the NPS for and from any and all Environmental Damages caused by or arising out of this Permit or Permittee's use of the Permitted Area, whether or not the Environmental Damages were caused by the negligence or lack of diligence of the Permittee.
- (9) This Permit is not intended to create a separate obligation on Permittee's part and in favor of NPS to remediate Pre-existing Hazardous Materials, nor does it limit or expand the rights or defenses of NPS or Permittee with respect to Pre-existing Hazardous Materials. Consequently, paragraphs (7) and (8) above shall not apply to Pre-existing Hazardous Materials except to the extent (i) Permittee causes an exacerbation or migration of such Pre-existing Hazardous Materials, or (ii) Permittee causes additional damage to the environment beyond such Pre-existing Hazardous Materials. This paragraph (9) does not relieve Permittee of any obligation it might have with regard to third parties or any Agency by operation of Applicable Laws.
- (10) If Permittee fails to perform or comply with any of its obligations or agreements pertaining to Hazardous Materials for a period of thirty (30) days after notice, then NPS will have the right, but not the duty, without limitation of any other rights of the NPS under this Permit, personally or through NPS's agents to enter the Permitted Area and perform the same. Permittee agrees to reimburse the NPS for the costs thereof and to indemnify the NPS for liabilities therefrom.
- (11) Permittee agrees that the NPS will not be liable for any costs or injuries incurred by Permittee resulting from contamination caused by any other permittee, lessee, cooperator, concessioner or other Park occupant or visitor.
- (12) NPS makes no representation about the condition of the Permitted Area. Hazardous Materials may exist in, on, under, or above the Permitted Area or adjacent lands. Permittee is responsible for gathering sufficient information about the existence, scope, and location of Hazardous Materials on or near the Permitted Area to meet Permittee's obligations under this Permit and to utilize the Permitted Area.
- (13) The provisions of this Exhibit F will survive any termination or expiration of this Permit.