

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

SERIAL NUMBER OR-65891

1. As approved by the Record of Decision for the North Steens 230kV Transmission Line Project dated December 28, 2011 a right-of-way grant is hereby issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1761 et seq.) and the Bureau of Land Management (BLM) right-of-way regulations (43 CFR Part 2800) and amendments thereto.
2. Nature of Interest:
 - a. By this instrument, the Holder:

Echanis, LLC
111 Main Street, Suite 110
Vancouver, Washington 98660

receives a right to construct, operate, maintain and terminate a 115kV-230kV double circuit transmission line and associated access as further described herein and in the approved Plan of Development (POD), incorporated herein, on public lands described as follows:

Transmission Line and Access Coincident with Transmission Line Right-of-Way

Willamette Meridian

T. 26 S., R. 33 E.,
sec. 12, NE $\frac{1}{4}$ SE $\frac{1}{4}$.

T. 26 S., R. 34 E.,
sec. 18, lot 4.

T. 27 S., R. 34 E.,
sec. 7, lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$,
sec. 18, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$,
sec. 19, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$,
sec. 30, E $\frac{1}{2}$ SW $\frac{1}{4}$,
sec. 31, lots 2-4 inclusive, E $\frac{1}{2}$ W $\frac{1}{2}$.

T. 28 S., R. 33 E.,
sec. 12, E $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 13, NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 23, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 24, W $\frac{1}{2}$ NW $\frac{1}{4}$;
sec. 26, NW $\frac{1}{4}$ NE $\frac{1}{4}$.

T. 28 S., R. 34 E.,
sec. 6, lots 4-7 inclusive.

T. 29 S., R. 33 E.,
sec. 2, NW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 23, W $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 26, W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$;
sec. 35, W $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$.

T. 30 S., R. 33 E.,
sec. 2, Lot 3, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
sec. 10, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 11, W $\frac{1}{2}$ NW $\frac{1}{4}$;
sec. 15, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$;
sec. 22, NE $\frac{1}{4}$ NE $\frac{1}{4}$;
sec. 23, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.

Access Not Coincident with the Transmission Line Right-of-Way

Willamette Meridian

T. 29 S., R. 33 E.,
sec. 35, S $\frac{1}{2}$ NE $\frac{1}{4}$.

T. 30 S., R. 33 E.,
sec. 9, NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;
sec. 15, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$;
sec. 16, N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$;
sec. 23, W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

b. The right-of-way granted herein is:

- Transmission Line Right-of-Way: 150 feet wide by 63,888 feet long (12.1 miles) encumbering 220.55 acres of public land.
- Transmission Related New Road Right-of-Way: 16 feet wide by 24,024 feet long (4.55 miles) encumbering 8.82 acres of public land.
- Right-of-Way for Improvement of Existing Road (Main Echanis Road): 40 feet wide by 7819 feet long (1.48 miles) encumbering 7.18 acres of public land.

- Overland Access Routes Right-of-Way: 8 feet wide by 38,913.6 feet long (7.37 miles) encumbering 6.94 acres of public land.

Totaling 246.24 acres.

- c. This instrument shall expire on December 31, 2041 unless, prior thereto, it is relinquished, abandoned, or terminated pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. This instrument may be renewed by the Authorized Officer. If renewed, the right-of-way shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the Authorized Officer deems necessary to protect the public interest.
 - e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of expiration, or prior termination of the grant.
3. Rental:
- a. For and in consideration of the rights granted, the holder agrees to pay the BLM the fair market value rental of the right-of-way, as determined by the Authorized Officer. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in fair market value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices. The rental provisions of this authorization may also be modified consistent with the provisions of any regulatory changes or pursuant to the provisions of any new or revised statutory authorities. Rent will be paid on an annual basis consistent with the regulations and adjusted each year based on the Implicit Price Deflator-Gross Domestic Product index.

4. Terms and Conditions:

- 1) This instrument is issued subject to the holder's compliance with all applicable laws and regulations and, in particular, with the regulations contained in Title 43 Code of Federal Regulations Part 2800, including the terms and conditions required by 43 CFR 2805.12.
- 2) Upon termination by the Authorized Officer or expiration of this instrument, all improvements shall be removed from the public lands within 180 calendar days or otherwise disposed of as provided for in the approved POD, or as directed by the Authorized Officer.
- 3) This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that this instrument may be reviewed at any time deemed necessary by the Authorized Officer in accordance with the regulations.
- 4) The stipulations, plans, maps or designs set forth in the following Exhibits attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety:

Exhibit A – Stipulations dated MAR 16 2012

Exhibit B – Right-of-Way Maps, Set of 4 dated MAR 16 2012

Exhibit C - POD dated MAR 16 2012

Exhibit D – Project Design Features and Best Management Practices dated MAR 16 2012

Exhibit E – Section 106 of the National Historic Preservation Act Programmatic Agreement

- 5) Failure of the holder to comply with applicable law or regulations or any terms, conditions, or stipulations of this instrument shall constitute grounds for suspension or termination thereof of this instrument in accordance with 43 CFR 2807.17 – 2807.19.
- 6) The Holder shall construct, operate, and maintain the facilities, improvements, and structures within this ROW in strict conformity with the plan(s) of development submitted to the Authorized Officer on March 17, 2009, as supplemented and amended on May 28, 2009 and on May 9, 2011 which are approved and made part of the grant. Any relocation, additional construction, or use not in accordance with the approved plan(s) of development, shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete ROW grant, including all stipulations and approved plan(s) of

development, shall be made available to the Authorized Officer on the ROW area during construction, operation, and termination.

- 7) This ROW is granted only for the proposed action as described with mitigation in the County permit. Echanis' adopting the mitigation as part of the action is a condition precedent for BLM's granting and continuing to authorize the ROW. Should the proponent not follow through on mitigation, BLM may suspend or terminate the ROW.
- 8) The Holder shall not initiate any construction or other surface disturbing activities on the ROW without the prior written authorization of the Authorized Officer. Such authorization shall be a written NTP (Form 2800-15) issued by the Authorized Officer. Multiple Notices to Proceed will be required during construction, and each will authorize construction or use and occupancy only as therein expressly stated and only for the particular location or use and occupancy therein described, i.e. a construction phase or site location. The Authorized Officer will issue a NTP subject to such terms and conditions as deemed necessary when the design, construction, use, occupancy, and operation proposals are in conformity with the terms and conditions of this instrument.
- 9) BLM is authorizing the ROW to serve the Echanis Project analyzed in the FEIS. Should a project be proposed that is located within the exterior boundary of the Steens Mountain Cooperative Management and Protection Area, or affecting the public land resources of that Area, and that would connect to the transmission line authorized under this ROW, the BLM will consider this new proposal a substantial deviation in use and require an amended application for use of the ROW. In addition, the BLM may, to the extent consistent with law, decline use of the right of way to service this additional project if BLM finds the impacts of this project to public lands unacceptable. The holder of this ROW shall obtain prior authorization by the BLM for any project connection to the transmission line within the exterior boundary of the Steens Mountain Cooperative Management and Protection Area, or affecting the public land resources of that Area. If the holder of this ROW fails to obtain such authorization, the BLM may suspend or terminate the ROW if the holder of the ROW connects any additional project to the transmission line, including projects that may not be consistent with the mitigation for the Echanis Wind Energy Project and associated power transmission system.
- 10) Prior to issuance of a NTP, the Holder shall develop, finalize and submit to the Authorized Officer for his/her approval the following plans for construction, operation, maintenance and termination of the Transmission Project. Upon approval, all provisions of said plans shall be diligently implemented by the Holder.
 - a) Construction POD
 - b) Hazardous and Solid Waste Management Plan
 - c) Erosion and Sediment Control Plan
 - d) Restoration and Revegetation Plan
 - e) Weed Management and Control Plan
 - f) CWM Plan
 - g) HMP

- h) Construction Compliance and Monitoring Plan
- i) Construction Monitoring Plan referenced in the PA relative to compliance with Section 106 of the NHPA.
- j) Transportation Plan
- k) Dust Control Plan
- l) Coordination Plan – Necessary only if identification and evaluation of cultural and historical resources cannot be accomplished prior to the initiation of construction.
- m) Treatment Plan – Necessary only if eligible cultural or historical resources cannot be avoided by development of the project.
- n) Decommissioning Plan – A conceptual decommissioning plan will be required to be included in the Construction POD. A detailed decommissioning plan will be required at the time of decommissioning of the Transmission Project and termination of the ROW.

11) A Performance and Reclamation bond, in the amount of \$651,897.00, will be required from the Holder to ensure compliance with the terms and conditions of this instrument. Submission of the bond shall be required prior to a NTP. The bond must be maintained in effect until removal of improvements and restoration of the ROW has been accepted by the Authorized Officer. Acceptable bond instruments include:

- cash,
- cashier's or certified check,
- certificate or book entry deposits,
- negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount,
- surety bonds from the approved list of sureties (U.S. Treasury Circular 570) payable to the BLM,
- irrevocable letters of credit payable to the BLM issued by financial institutions that have the authority to issue letters of credit and whose operations are regulated and examined by a federal agency, or
- policy of insurance providing BLM with acceptable rights as a beneficiary and is issued by an insurance carrier with authority to issue insurance policies in the applicable jurisdiction and whose insurance operations are regulated and examined by a federal or state agency.

a) The Authorized Officer will not accept a corporate guarantee as an acceptable form of bond. The bond will be reviewed at the time of any assignment, modification, or renewal of this instrument. The Authorized Officer may increase or decrease the bond amount at any time during the term of the ROW authorization, consistent with the regulations.

b) The Holder agrees any bond held as security for Holder's performance of the terms and conditions of this instrument may, upon failure on the Holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the

satisfaction of the Holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

c) Should the bond delivered under this instrument become unsatisfactory to the Authorized Officer, the Holder shall, within 30 calendar days of demand, furnish a new bond. In the event of noncompliance with the terms and conditions of this instrument, the BLM will notify the Holder that the surety or other bond instrument is subject to forfeiture and will allow the Holder 15 calendar days to respond before action is taken to forfeit the bond and suspend or terminate the authorization.

d) In the event of noncompliance with the terms and conditions of this instrument, the BLM will notify the Holder that the surety or other bond instrument is subject to forfeiture and will allow the Holder 15 calendar days to respond before action is taken to forfeit the bond and suspend or terminate the authorization.

- 12) Bald and/or golden eagles may now or hereafter be found to utilize the project area. The BLM will not issue a NTP for any project on public lands that is likely to result in take of bald eagles and/or golden eagles until the applicant completes its obligation under applicable requirements of the Eagle Act, including completion of any required procedure for coordination with the FWS or any required permit. The BLM hereby notifies the applicant that compliance with the Eagle Act is a dynamic and adaptable process which may require the applicant to conduct further analysis and mitigation following assessment of operational impacts. Any additional analysis or mitigation required to comply with the Eagle Act on public land will be developed with the FWS and coordinated with the BLM.
- 13) Prior to issuance of a NTP, the Holder shall develop, finalize and submit to the Authorized Officer for his/her approval a Weed Management and Control Plan for the Transmission Project. Upon approval, all provisions of said plan shall be diligently implemented by the Holder. The plan shall include provisions for survey, identification, prevention, treatment and monitoring of noxious weeds.

The Weed Management and Control Plan shall contain the following requirements:

- a) Measures to prevent and control the spread of noxious weeds during and subsequent to maintenance and construction activities associated with the Transmission Project.
- b) Before ground-disturbing activities begin, Holder will review the Weed Risk Assessment Form and will inventory and prioritize weed infestations for treatment within the Transmission Project footprint. If weed infestations spread beyond the Transmission Project footprint, then these weeds will be treated as a part of the Transmission Project including access roads into the Transmission Project site.

- c) The Holder will locate relatively weed-free areas for temporary equipment storage, machine and vehicle parking, and other areas needed for the storage of people, machinery, and supplies.
- d) All vehicles and equipment will be cleaned prior to arrival at the work site using compressed air or high-pressure water spraying equipment. The wash/blow down will concentrate upon tracks, feet, or tires and on the undercarriage, with special emphasis on axles, frames, cross members, motor mounts, and on underneath steps, running boards, and front bumper/brush guard assemblies. Vehicle cabs will be swept out and refuse will be disposed of in waste receptacles. The Holder will ensure that vehicles and equipment are free of soil and debris capable of transporting noxious weed seeds, roots, or rhizomes before the vehicles and equipment are allowed use of access roads. Seeds and plant parts will be collected, bagged, and deposited in dumpsters destined for local landfills, when practical.
- e) When vehicles and equipment are washed/blown down, a log will be kept stating the location, date and time, types of equipment, and methods used. The crewmember that washed the vehicle will sign the log. Written logs will be included in the monitoring reports.
- f) The Holder will inspect, remove, and dispose of weed seed and plant parts found on their clothing and personal equipment. The product will be bagged and disposed of in a dumpster for deposit in local landfills or other locations deemed acceptable by the BLM.
- g) The Holder will avoid or minimize all types of travel through weed infested areas or restrict major activities to periods of time when the spread of seed or plant parts are least likely. The contractor will begin Project operations in weed free areas whenever feasible before operating in weed-infested areas.
- h) The Holder will limit the size of any vegetation and/or ground disturbance to the absolute minimum necessary to perform the activity safely and as designed. The Holder will also avoid creating unnecessary soil conditions that promote weed germination and establishment.
- i) The Holder will evaluate weed management options, including area closures, to regulate the flow of traffic on sites where native vegetation needs to be established.
- j) In areas where infestations are identified or noted in the field, the Holder will stockpile cleared vegetation and salvaged topsoil adjacent to the area from which they are stripped to eliminate the transport of soil-borne noxious weed seeds, roots, or rhizomes. During reclamation, the Holder will return topsoil and vegetative material from infestation sites to areas from which they were stripped.
- k) The Holder will ensure that straw or hay bales used for sediment barrier installations or mulch distribution are certified weed-free, as required by the Oregon Department of Agriculture's certification program.
- l) The Holder will implement the reclamation of disturbed lands immediately following construction, as outlined in the Restoration and Revegetation Plan; continuing seeding efforts with certified weed-free seed will ensure adequate vegetative cover to prevent the invasion of noxious weeds, if necessary.
- m) If areas are not seeded until the following spring because of weather or scheduling constraints, all annuals and undesirable vegetation established will be treated before seeding.
- n) The Holder will apply fertilizer to reclaimed areas only according to the Restoration and Revegetation Plan and as directed by the Authorized Officer.

- o) The Holder will implement noxious weed control measures in accordance with existing regulations and jurisdictional agency or requirements.

Before construction, only herbicides approved by the State of Oregon and the BLM will be applied to any identified weed infestations on public lands to reduce the spread or proliferation of weeds.

The Weed Management and Control Plan shall also contain requirements and guidelines for post-construction control measures including:

- p) Mechanical treatments
- q) Herbicide application

Treatment methods will be based upon species-specific and site-specific conditions (e.g., proximity to water or riparian areas, or agricultural areas, and time of year) and will be coordinated with the local regulatory offices.

- 14) The Holder shall prepare and implement a Compensatory Wetland Mitigation Plan which includes creation of 0.74 acre of wetland on public land to compensate for 0.049 acre of wetland affected by overland access roads associated with the Transmission Project. The Holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the "nationwide permit" required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the Holder shall obtain an individual permit from the appropriate office of the USACE and provide the Authorized Officer with a copy of the same. Failure to comply with this requirement shall be cause for suspension or termination of this ROW grant.
- 15) Prior to issuance of a NTP, the Holder shall develop, finalize and submit to the Authorized Officer for his/her approval a HMP for the Transmission Project. The Plan shall be developed in accordance with Attachment D, *Echanis Wind Power Project: Principles and Standards for Development of a HMP*. Upon approval, all provisions of said plan shall be diligently implemented by the Holder
- 16) Unless otherwise agreed to by the Authorized Officer in writing, powerlines shall be constructed in accordance to standards outlined in *Suggested Practices for Raptor Protection on Powerlines, the State of the Art in 2006*, Avian Powerline Interaction Committee. The Holder shall assume the burden and expense of proving pole designs not shown in the above publication are "eagle safe." Such proof shall be provided by a raptor expert approved by the Authorized Officer. The BLM reserves the right to require modifications or additions to all powerline structures placed on this ROW should they be necessary to ensure the safety of large perching birds. Such modifications and/or additions shall be made by the Holder without liability or expense to the United States.
- 17) All vehicular traffic associated with this ROW shall limit speeds to less than 25 miles per hour.
- 18) Construction and operational activity, except for required or emergency maintenance operations, will be prohibited during the period from December 1 to March 31 for protection

of big game. This stipulation applies to all sections of the transmission line on public land within big game winter range.

- 19) Construction or major maintenance and operations activities and surface disturbance will be prohibited during the period from March 14 to May 1 for the protection of greater sage-grouse. This stipulation applies to the section of the transmission line on public land within two miles of Little Kiger lek or any other lek or active sage-grouse nest discovered as a result of pre-construction surveys
- 20) The Holder shall assume the burden and expense of proving standard pole designs prevent perching of large raptors. Such proof shall be provided by a raptor expert approved by the Authorized Officer. If such proof cannot be provided, perch deterrents may be installed on all transmission towers on public land within greater sage- grouse habitat as determined by the Authorized Officer. The BLM reserves the right to require modifications or additions to all powerline structures placed on this ROW should they be necessary to deter large perching birds. Such modifications and/or additions shall be made by the Holder without liability or expense to the United States.
- 21) Prior to issuance of a NTP, the Holder shall develop, finalize and submit to the Authorized Officer for his/her approval a Restoration and Revegetation Plan for the Transmission Project. Upon approval, all provisions of said plan shall be diligently implemented by the Holder.
- 22) Prior to initiation of construction, upgrade or major maintenance operations of the Transmission Project, the Holder shall conduct pre-construction surveys for greater sage-grouse, active raptor nests, burrowing owls, nesting colonies, passerine nests and foaling wild horses. The results shall be provided to BLM, who in consultation with ODFW and FWS, will determine if any additional or modified construction timing restrictions will be required. The Holder shall comply with any additional or modified timing restrictions prescribed by the Authorized Officer.
- 23) The Holder shall comply with all portions of the ABPP/ECP applicable to the Transmission Project. This authorization does not limit or preclude the Service from exercising its authority under any law, statute or regulation, nor does it release any individual, company or agency of its obligations to comply with Federal, State, or local laws, statutes or regulations that may relate to take of migratory birds or golden eagles for that portion of the project area located on private lands.
- 24) The Holder shall conduct post construction mortality monitoring for avian and other wildlife species for the transmission line in accordance with the specifications outlined in the ABPP/ECP. If mortality is identified, additional mitigation measures will be developed and implemented by the Holder in consultation with BLM and an advisory committee and in accordance with the provisions of the ABPP/ECP.
- 25) The Holder shall construct, operate, maintain and terminate the Transmission Project in a manner that minimizes conflicts with ongoing agricultural, grazing and land-management activities.

- 26) No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer.
- 27) In consultation with the Authorized Officer, the Holder shall develop and implement a plan to correct, ameliorate or improve existing situations and conditions to offset adverse aesthetic effects resulting from the Transmission Project. Examples of actions to be taken include reclaiming or maintaining roads not used for construction access, cleanup of trash or dumps offsite, and rehabilitating existing disturbed areas.
- 28) Where overland access routes are authorized, clearing or grading of a roadbed shall not be authorized. All construction and vehicular traffic shall be confined to the ROW or designated overland access routes, roads and trails unless otherwise authorized in writing by the Authorized Officer. Only a single route, where practicable, will be permitted on all overland access routes.
- 29) The Holder shall trim trees in preference to cutting trees and shall cut trees in preference to bulldozing them as directed by the Authorized Officer.
- 30) The Holder shall submit a Dust Control Plan to the Authorized Officer for approval prior to issuance of a NTP. Upon approval, all provisions of said plan shall be diligently implemented by the Holder. The plan shall specify measures including watering, use of binding agents, mulching, enclosure of dust creating materials at stockpiles or when being transported, traffic limitations or removal of dust creating materials.
- 31) In consultation with the Authorized Officer, the Holder shall develop a schedule and communications strategies to notify the public of the timing of construction and major maintenance activities for the Project. In addition, the Holder shall in consultation with the Authorized Officer develop, post and distribute interpretive displays, brochures and other communications material to provide information about the project.
- 32) No paint or other discoloring agent shall be applied to rocks or vegetation to indicate limits of the ROW, tower locations, overland routes or other features necessary for the construction, operation and maintenance of the Transmission Project.
- 33) The Holder shall use non-reflecting lines and conductors throughout the entire route of the Transmission Project.
- 34) The Transmission Project shall be maintained in a sanitary condition at all times. Waste materials shall be disposed of promptly at an appropriate waste disposal site. Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. A litter policing program shall be implemented by the Holder which covers all roads and sites associated with the ROW.
- 35) As provided for in the POD, the Holder shall utilize self-weathering steel transmission poles which have a rusted appearance.
- 36) The Holder shall comply with all provisions of a PA necessary for project compliance with Section 106 of the NHPA. The Holder, in consultation with the Authorized Officer, shall use

every practicable means to avoid cultural or historic properties including variation or relocation of Transmission Project facilities, spanning of properties by the transmission line, narrowing construction corridors or use of existing roads.

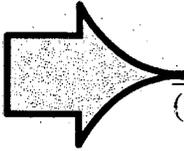
- 37) Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Holder, or any person working on its behalf, on public land shall be immediately reported to the Authorized Officer. The Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures made by the Authorized Officer after consulting with the Holder.
- 38) As directed by the Authorized Officer or other transportation authority, flaggers shall be stationed at appropriate locations when construction, operations, maintenance and termination activities create traffic hazards and accident risks.
- 39) The Holder shall maintain the ROW in a safe, usable condition, as directed by the Authorized Officer. A regular maintenance program shall include but is not limited to blading, ditching, culvert installation, and surfacing.
- 40) Prior to commencement of installation of any transmission poles, the Holder shall notify FAA, Department of Defense (DoD), BLM Fire and Aviation, and other air space users and managers informing them of the location of these potential aerial hazards. Upon completion of construction, the Holder shall provide these entities with specific locations and altitude information for each pole.
- 41) The Holder will be liable for all fire suppression costs resulting from fires caused during construction, operations, or decommissioning. The Holder shall comply with all guidelines and restrictions imposed by agency fire control officials.
- 42) Prior to issuance of a NTP, the Holder shall develop, finalize and submit to the Authorized Officer for his/her approval a Hazardous and Solid Waste Management Plan for the Transmission Project. Upon approval, all provisions of said plan shall be diligently implemented by the Holder. The plan shall include provisions for reporting, investigation, characterization and remediation of releases of hazardous substances and petroleum products.
- 43) The Holder shall comply with all applicable Federal, State, and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined by 43 CFR 2801.5 that will be used, produced, or transported on or within the ROW, or used in the construction, operation, maintenance, or decommissioning of the project or any of its facilities. "The Holder agrees in accordance with 43 CFR 2807.12(e) to fully indemnify the United States against any liability arising from the release of any hazardous material on or near the ROW in connection with the Holder's use and occupancy of the ROW, whether or not the release is authorized under the grant. This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties."

- 44) All electric facilities, equipment, and their installation shall conform to the current National Electrical Safety Code and applicable laws and all regulations.
- 45) The Holder shall maintain all vehicles associated with the ROW in a good and workmanlike manner. All vehicles and motorized construction equipment shall be equipped with a muffler or other noise reduction device approved for use with such equipment which shall be maintained in good working order at all times. All equipment regulated for noise output by the Oregon DEQ shall comply with applicable regulations relating to noise.
- 46) The use of noise-producing signals, including horns, whistles, electronic alarms, sirens, and bells used on the ROW shall be for safety warning purposes only. Unless required for such safety purposes, and as allowable by applicable regulations, no construction-related public address, loudspeaker, or music system shall be permitted for use on the ROW.
- 47) The Holder shall implement a noise and nuisance complaint process and hotline number for the communities in proximity to the ROW. The Holder shall be responsible for receiving and resolving any noise or nuisance complaint related to the ROW.
- 48) The Holder shall coordinate and consolidate as much as practicable, construction and major operations activities on the ROW to minimize the amount of noise, dust and other impacts associated with those activities.
- 49) Within 120 calendar days of completion of construction, the Holder will submit to the Authorized Officer "as-built" drawings and a certification of construction verifying the facility has been constructed in accordance with the design, plans, specifications, and applicable laws and regulations.
- 50) The Holder shall protect all survey markers found within the ROW. Survey markers include, but are not limited to, Public Land Survey System line and corner markers, other property boundary line and corner markers, and horizontal and vertical geodetic monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where any of the above survey markers are obliterated or disturbed during operations, the Authorized Officer will determine how the marker is to be restored. The Holder will be instructed to secure the services of a registered land surveyor or informed that an official survey will be executed by the BLM. All surveying activities will be in conformance with the Manual of Surveying Instructions and appropriate State laws and regulations. Surveys by registered land surveyors will be examined by the Authorized Officer and the BLM State Office Chief Cadastral Surveyor for conformance with the Manual of Surveying Instructions and State laws and regulations before being filed in the appropriate State or county offices of record. The Holder shall be responsible for all administrative and survey costs.
- 51) The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 and 2805.17 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way. Upon completion of all plans and specifications required for a Notice to Proceed for construction, the Authorized Officer will develop a revised work plan and provide the Holder with an estimate of monitoring costs for

the construction and initial operations phase of the project, including costs for development and monitoring of required mitigation projects. Prior to issuance of a Notice to Proceed the Authorized Officer shall require a deposit for monitoring costs in accordance with the Cost Reimbursement Agreement Between Echanis LLC and the BLM, Burns District Office dated May 5, 2009 and periodic payments shall be required in accordance with the Cost Reimbursement Agreement and 43 CFR 2805.17(c).

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

& DATE



[Signature]
(Signature of Holder)
MANAGER (ECHANIS LLC)
(Title)
Feb 1, 2012
(Date)

Brendan Cain
(Signature of Authorized Officer)
District Manager
(Title)
March 16, 2012
(Effective Date of Grant)

Attachments

Exhibits A through E, noted above.