

Attachment C
Special Stipulations for ROW Grant and Temporary Use Permit NVN-92738

1. **APPLICABILITY.** These Stipulations shall apply to the design, construction, operation, maintenance, and termination of the Elko Area Expansion Project. Unless clearly inapplicable, the requirements, responsibilities and prohibitions imposed upon the Holder by these Stipulations are also imposed upon the Holder's agents, employees, contractors, and subcontractors, and the employees of each of them.

2. **RESPONSIBILITIES.** The Holder shall ensure compliance with these Stipulations and implementing orders of the Authorized Officer. Failure or refusal of the Holder's agents, employees, contractors, subcontractors, or their employees to comply with these Stipulations shall be deemed to be the failure or refusal of the Holder.

The Holder shall require its agents, employees, contractors and subcontractors to understand and include these Stipulations, as appropriate, in all contracts and subcontracts which are entered into by any of them, together with a provision that the other contracting party, together with its agents, employees, contractors and subcontractors, and the employees of each of them, shall likewise be bound to comply with these Stipulations.

Prior to any construction, the Holder shall file an affirmative statement with the Authorized Officer, certified by a senior Holder official, that all Holder personnel, environmental inspectors, and contractor personnel have been or will be trained in the implementation of these Stipulations and the environmental mitigation measures appropriate to their jobs.

The Holder shall designate a representative who shall be empowered on behalf of the Holder to communicate with, and to receive and comply with all communications and orders of the Authorized Officer. The Holder shall also designate field representatives who shall be authorized to, and at all times be available to communicate and cooperate with field representatives of the Authorized Officer. The Holder shall keep the Authorized Officer informed of any change of the Holder's representatives during the construction, operation, maintenance, and termination of the pipeline.

3. The Holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way/temporary use permit (TUP) in strict conformity with the approved plan of development. Any relocation, additional construction, or use that is 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 right-of-way grant, including all stipulations, approved Plan of Development, and Notice to Proceed, shall be made available on the right-of-way area during construction, operation, and termination to the Authorized Officer. Noncompliance with the

above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.

4. The Holder shall comply with all portions of Wildlife Plan (Appendix C of the Elko Area Expansion Project Environmental Assessment), the Revegetation and Restoration Plan (Appendix E of the Elko Area Expansion Project Environmental Assessment) and any mitigation measures identified in the 2015 Elko Area Expansion Project Environmental Assessment.
5. The Holder shall contact the Authorized Officer at least seventy two (72) hours prior to the anticipated start of construction and/or any surface disturbing activities. The Authorized Officer may require and schedule a preconstruction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The Holder and/or his representative shall attend this conference. The Holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plans(s) of development.
6. The Holder shall designate a representative(s) who shall have the authority to act upon and to implement instructions from the Authorized Officer. The Holder's representative shall be available for communication with the Authorized Officer within a reasonable time when construction or other surface disturbing activities are underway.
7. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
8. The Holder shall permit free and unrestricted public access to and upon the Right-of-Way for all lawful purposes.
 - a. Grant Holder shall provide for public safety in the Right-of-Way through the implementation of safety management methods and techniques during construction and maintenance activities or at any other time deemed necessary by an Authorized Officer.
 - b. Specific areas within the Right-of-Way may be restricted from public access when designated and approved by an Authorized Officer for the purposes of protecting the public, wildlife, livestock or vulnerable improvements
9. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. The Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer or their delegate to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible

for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder.

10. Pursuant to 43 CFR 10.4(g) all persons associated with operations under this authorization must be informed that any objects or sites of cultural, paleontological, or scientific value such as historic or prehistoric resources, graves or grave markers, human remains, ruins, cabins, rock art, fossils, or artifacts shall not be damaged, destroyed, removed, moved, or disturbed. If in connection with operations under this authorization any of the above resources are encountered, the Holder will immediately suspend all activities, pursuant to 43CFR 10.4(c) and (d), in the immediate vicinity of the discovery that might further disturb such material and notify the BLM Authorized Officer, or their delegate, of the findings. The discovery must be protected for 30 days until notified in writing by the Authorized Officer, or their delegate, (16 U.S.C. 470. -3, 36 CFR 800.112, 43 CFR 10.4) to proceed.
11. The Holder shall comply with applicable State, County, and/or local standards for public health and safety, environmental protection and siting, construction, operation and maintenance, if these State standards are more stringent than Federal standards for similar projects.
12. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed, and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way or portion thereof, within the conveyed land under Federal Laws, statutes, and regulations, including the regulations at 43 CFR Part 2800 or 2880, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.
13. The Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and

references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

14. Uses of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. The plan should be submitted no later than December 1 of any calendar year to cover the proposed activities for the next fiscal year. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.
15. The Grantee shall implement various procedures to ensure pathogens or Non-Native Aquatic Species (NAS) are not spread between waterbodies, such as:
 - a. screen intakes with 0.25-inch screens or screens necessary to prevent NAS fish entrainment; and
 - b. discharge of surface waters to upland areas and treat discharges that may contain NAS with biocides. Biocide would be selected in consultation with agency partners.
16. The Grantee shall utilize temporary fencing during construction and reestablishment of revegetation, and shall return the existing permanent fence to its original position after construction. Fences will be constructed to BLM specifications. Fence design will consist of a four-wire (barbed) fence with a 42-inch top height and wire spacings of 16, 6, 8, and 12 inches. For complete fence design specifications contact the BLM.
17. Holder shall post with the Tuscarora Field Office of the BLM, financial security in the amount of \$130,671.00 prior to issuance of a Notice to Proceed. The purpose of the security shall be to ensure reclamation of areas disturbed during pipeline construction, including roads and other associated disturbance, as required by the terms, conditions and stipulations of this ROW grant. The security shall be in a form acceptable to an authorized officer of the BLM, including but not limited to:
 - a. a performance bond issued by a surety company included on the annual "List of Approved Sureties" issued by the Department of Treasury (*Treasury Circular 570*), as published annually in the *Federal Register* on or about July 1 of each year;
 - b. an irrevocable letter of credit issued to the Bureau of Land Management by a financial institution with an investment grade rating of Aa (Moody's) or AA (Standard & Poor's) or better;
 - c. a payment directly to the BLM to be held in suspense without payment of interest until released upon a finding in writing by an authorized officer of the BLM that the Holder has fulfilled all reclamation obligations in a satisfactory manner.

18. Additional off-site mitigation acres will be required for Greater Sage-grouse under BLM Instruction Memorandum # 2012-043. Approximately 140 acres of off-site mitigation will be required in association with the project. Restoration of those 140 acres is valued at approximately \$600 per acre, per the Nevada Energy and Infrastructure Development Standards to Conserve Greater Sage-grouse Populations and Their Habitats by the Nevada Division of Wildlife (NDOW). The total expected value, as Greater Sage-grouse habitat, of the lands that Paiute proposes to disturb is therefore \$84,000.
19. The Holder agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the United States, or its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the Holder's use, occupancy, or operations of the ROW. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the United States and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and ROW which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws, and regulations that are now, or may in the future become, applicable to the real property; (2) judgments, claims, or demands of any kind incurred by the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases of solid or hazardous wastes and/or hazardous substance(s), as defined by federal or state environmental laws; off, on, into, or under land, property, and other interests of the United States; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws are generated, released, stored, used, or otherwise disposed on the ROW, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wasted; (6) or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the ROW and may be enforced by the United States in a court of competent jurisdiction.
20. The Holder shall comply with all applicable federal, state, county, and municipal laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported, or stored on or within the Right-of-way (ROW) or any of the ROW facilities, or used in the construction, operation, maintenance or termination of the ROW or any of its facilities. "Hazardous material: means any substance, pollutant, or contaminant that is listed as hazardous under the CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste: as defined in the RCRA of 1976, as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or by product material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), not does the term include natural gas. The Holder is prohibited from discharging oil or other pollutants on

federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other federal and state officials as are required by law to be given such notice.

21. Within 60 days of completion, the holder will submit to the Authorized Officer, as-built drawings and a certification of construction verifying that the facility has been constructed (and tested) in accordance with the design, plans, specifications, and applicable laws and regulations.
22. Holder will report all wild land fires immediately to the Elko Interagency Dispatch Center at 775-748-4000.
23. Holder and its agents will do everything reasonable within his or her power, both independently and upon request of the Authorized Officer, to prevent and suppress fires on or in the immediate vicinity of the ROW area. This includes making available such construction and maintenance forces as may be reasonably obtained for the suppression of fires. As determined by the Authorized Officer, operations may be limited or suspended in specific areas, or additional measures may be required due to fire danger.
24. During the period of May 1 through October 1, of each year, Holder will use approved spark arresters on vehicles and equipment in the project area, due to the potential for fire ignition from the project related activities. This includes emission of hot carbon particles from diesel powered equipment, improperly equipped or poorly operating exhaust systems on gas powered vehicles and direct contact of wild land fuels with catalytic converters. Individuals, groups, businesses or corporations found responsible for the ignition of a wild fire may be held liable for the costs associated with the suppression of that fire.
25. Holder will notify the Elko Interagency Dispatch Center at 775-748-4000 and the Authorized Officer 24 hours before conducting any blasting. When fire danger is high, a two-man fire watch team will patrol each blast area for a period of one hour after the required waiting period. The Holder will do everything reasonable within his or her power, both independently and upon request of the Authorized Officer, to prevent and suppress fires during blasting. Individuals, groups, businesses or corporations found responsible for the ignition of a wild fire may be held liable for the costs associated with the suppression of that fire.
26. If blasting needs to be conducted in close proximity to NV-255 or any other highway, the holder will need to coordinate road closure or reroute with NDOT.
27. As directed by the Authorized Officer the Holder shall be responsible for control of noxious weed species on disturbed areas within the limits of the right-of-way that result or would result from the improvements authorized under this Grant. This shall include the use of approved noxious weed control methods as identified in the Final Vegetation Treatments Using Herbicides on Bureau of Land Management Lands in 17 Western States Programmatic Environmental Impact Statement

(BLM, June 2007); which include mechanical, manual, biological, and chemical controls. Noxious weeds will be controlled through manual removal and chemical application of an approved herbicide, as needed through the length of the right-of-way and three consecutive years after the termination of the grant.

28. Grant Holder shall implement all reasonable measures to prevent the spread of non-native invasive species and noxious weeds into relatively weed-free areas, including but not limited to the following:
 - a. Prior to entering the study area, all vehicles and construction equipment shall be washed with a high-pressure water spray to remove dirt, debris, and plant materials to minimize the spread of weed materials. Cleaning efforts shall concentrate on tracks, feet, or tires, and the undercarriage, with special emphasis on axles, frames, cross members, motor mounts, the underside of running boards, and front bumper/brush guard assemblies.
 - b. Equipment shall be washed at a site or facility with the capacity to gather all removed debris and to properly dispose of solid waste and waste water. The designated cleaning area shall be monitored and treated for weeds.

29. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support maintenance equipment. If such equipment creates ruts in excess of three inches deep, the soil shall be deemed too wet to adequately support maintenance equipment.