

Ruby Pipeline
Right-of-Way Grant

EXHIBIT C

**Special Stipulations from the June 12, 2010
ROW Grant**

Exhibit C
Special Stipulations for ROW Grant and Temporary Use Permit NVN-84650

Definitions

The following definitions apply to the terms used in these Stipulations. They shall also apply to terms used in documents to which these Stipulations are attached unless specifically provided otherwise in such documents.

"Agency" means the federal agency (Bureau of Land Management, Department of the Interior, the United States Forest Service, Department of Agriculture, or the Bureau of Reclamation, Department of the Interior) having jurisdiction over lands or interests in lands authorized by this Grant. The singular term can mean one, two or all three Agencies, depending on which Agency's lands are involved.

"Agency Official" means an employee of an Agency that has been delegated authority by the Authorized Officer to administer its statutory responsibility under Section 28 of the Mineral Leasing Act of 1920, (30 U.S.C. 185); each acting with reference to lands administered by that Agency. The singular term can mean one or more Agency employees, depending on Agency's lands involved.

"Authorized Officer", unless otherwise designated, means the Nevada State Director, Bureau of Land Management, Department of the Interior, who has been delegated authority and the responsibility for issuance of the Grant under Section 28 of the Mineral Leasing Act of 1920, (30 U.S.C. 185).

"Holder" means Ruby Pipeline, LLC, its successors and assigns, whichever is the Grantee hereof.

"Construction Segment or Spread" means a portion of the Pipeline System as agreed upon by the Holder and the Authorized Officer, which constitutes a complete physical entity or stage, in and of itself, which can be constructed independently of any other portion or stage of the pipeline in a designated area or between two given geographical points.

"Date of Initial Operation" means the date when the continual flow of Gas begins through the Pipeline.

"Federal Lands" means all lands or interests in lands included in this Grant and owned by the United States, except lands in the National Park System, lands held in trust for an Indian or Indian Tribe, and lands on the Outer Continental Shelf.

"Gas" means a gaseous mixture, principally of methane and other paraffinic hydrocarbons suitably conditioned to an acceptable specification for transportation by the Pipeline.

"Grant" means Right-of-Way Grant and Temporary Use Permit NVN-84650.

"Hazardous Waste" means Oil, toxic or hazardous substances as defined by the Environmental Protection Agency, the Department of Transportation or as specified in writing by the Authorized Officer in consultation with the Environmental Protection Agency and the Department of Transportation's Authorized Officer during the review of the Holder's Hazardous Substances control, cleanup and disposal plan.

“Initial Operation” means operation during the one-year period beginning on the Date of Initial Operation.

“Monitoring” means those actions, subject to Title 43, CFR, Section 2886.11 of Subpart 2886, the Federal government performs to ensure compliance with the terms, conditions, and stipulations of a Grant of TUP.

"Notice to Proceed" means written permission from the Authorized Officer to initiate Pipeline construction that is issued in accordance with 43 CFR 2886.10.

"Oil" means oil of any kind or any form, including but not limited to fuel oil, sludge, oil refuse, and oil mixed with Waste.

"Pipeline" means all parts of those Ruby Pipeline facilities through which the Gas moves.

"Pipeline System" means all Facilities, whether or not located on Federal Lands, used by the Holder in connection with the construction, operation, maintenance or termination of the Ruby Pipeline. It does not include Facilities, such as urban administrative offices, which are only indirectly involved in the transportation of Gas; nor does it include Facilities used by others in the production, gathering or conditioning of Gas.

"Related Facilities" means those structures, devices, improvements and sites on Federal Lands, other than the Pipeline, whose substantially continuous use is necessary for the operation and maintenance of the Pipeline. Related Facilities includes, if applicable: supporting structures; access roads; compressor stations; valves and other control devices; bridges, culverts and low-water crossings; monitoring and communication devices; retaining walls, berms, dikes, ditches, cuts and fills, including hydraulic control structures; structures and areas for storing supplies and equipment; cathodic protection devices; and other facilities of a similar nature together with related yards, fences and buildings.

"Revegetation" means the establishment of plant cover on disturbed lands through techniques including" but not limited to, seedbed preparation, seeding, planting, fertilizing, mulching and watering.

“Right-of-Way” means the Federal Lands which the Holder is authorized to use or occupy under the Grant .

"Roads” means existing roads located on Federal Lands and/or under the jurisdiction of the Agency (including United States easements) or roads approved for construction on Federal lands which are necessary for access to and from the Right-of-Way for construction, operation, maintenance or termination of the Ruby Pipeline.

"Temporary Use Permit” or “TUP" means a document BLM issues under 30 U.S.C. 185 that is a revocable, nonpossessory privilege to use specified Federal Lands in the vicinity of and in connection with a Right-of-Way, to construct, operate, maintain, or terminate the Ruby Pipeline or to protect the environment or public safety.

"Waste" means all discarded matter other than construction spoils. It includes, but is not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

1. **APPLICABILITY.** These Stipulations shall apply to the design, construction, operation, maintenance, and termination of the Ruby Pipeline. 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.

Nothing in these Stipulations shall be construed as applying to activities of the Holder that have no relation to the Ruby Pipeline.

Nothing in these Stipulations shall be construed to affect any right or cause of action that otherwise would be available to the Holder against any person. The United States and the Holder do not intend to create any rights under these Stipulations that may be enforced by third parties for their own benefit or for the benefit of others.

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 Ruby Pipeline.

Upon written order from the Authorized Officer, the Holder shall furnish any or all data related to design, construction, operation, maintenance, and termination activities undertaken in connection with the Ruby Pipeline, as may be reasonably relevant to the Authorized Officer responsibilities in Section 28 of the Mineral Leasing Act of 1920, (30 U.S.C. 185) and the regulations in 43 CFR 2880; provided, however, that access to such documents is not prohibited or limited by law or regulation, and provided further that any such data furnished shall be subject to the provisions of the Freedom of Information Act, 5 U.S.C. § 552.

In accordance with the provisions of Section 28 of the Mineral Leasing Act of 1920, (30 U.S.C. 185), and prior to the issuance of a Notice to Proceed, the Authorized Officer may, by written order, require the Holder to make such modification to plans, designs, specifications, or other documents as deemed necessary to protect or maintain stability of foundation and other earth materials; protect or maintain integrity of the Ruby Pipeline; control or prevent significant damage to the environment (including but not limited to fish and wildlife populations or their habitats); or remove hazards to public health and safety.

The absence of any comment by the Authorized Officer, on any plan, design, specification, or other document which may be filed by the Holder with the Authorized Officer, shall not be deemed to represent in any way whatever any assent to, approval of or concurrence in such plan, design, specification, or other document, or of any action proposed therein. Nevertheless, on any matter necessary or related to the construction and Initial Operation of the Pipeline System which requires action by the Authorized Officer there is an obligation to act expeditiously. Any written approval or instruction by the Authorized Officer may be relied upon by the Holder unless and until rescinded in writing. The Authorized Officer will act in writing upon each submission in accordance with the agreed-upon schedules developed pursuant to these Stipulations. Any

disapproving action by the Authorized Officer, including any requests for additional information, shall state what additional action is necessary to gain approval.

No order or notice given to the Holder on behalf of the Authorized Officer shall be effective as to the Holder unless prior written notice of the delegation of authority to issue such order or notice has been given to the Holder by the Authorized Officer.

In the implementation of these Stipulations, the Holder shall furnish all supervisory-level employees with copies of the Authorized Officer's delegation(s) of authority and will explain the limitations imposed therein.

3. COMMUNICATIONS. During the period of preconstruction, construction and Initial Operation of the Pipeline System, filing for and issuance of necessary permits and authorizations and requests for data related to such permits or authorization shall take place between the Holder and the Agency.

Communications involving construction, operation, maintenance, or termination of the Pipeline System shall be transmitted to the Authorized Officer together with any documents required by statute or regulations to be filed with the Agency.

Any written notice or communication, including any telegram, fax or e-mail, relating to any subject, addressed to the Authorized Officer from the Holder, shall be deemed to have been delivered to and received by the Authorized Officer when the notice or communication has been delivered either by messenger during normal business hours, or by means of registered or certified United States mail, postage prepaid, return receipt requested, or by other acceptable means of confirmation to the Authorized Officer.

Any written order, notice, or other written communication, including any telegram, fax or e-mail, relating to any subject that is addressed to the Holder from the Authorized Officer shall be deemed to have been delivered to and received by the Holder when the order, notice or other communication has been delivered either by messenger during normal business hours, or by means of registered or certified United States mail, postage prepaid, return receipt requested to the office of the representative designated by the Holder pursuant to these Stipulations.

All orders or approvals of the Authorized Officer shall be in writing, but in emergencies may be issued orally, with subsequent confirmation in writing as soon as possible thereafter, but not later than twenty (24) hours.

4. 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 plan of development which was approved and made part of the grant/TUP on July, 2010. 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.
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. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. Holder shall provide a bond in the amount forty-two million dollars (\$42,000,000.00) for the following items prior to issuance of a Notice(s) to Proceed:
 - a. Accommodating all cultural resources post-field work costs associated with implementing a treatment plan or other mitigation activities, as negotiated by the Holder where they contract for services in support of the Memorandums of Agreement. Such costs may include, but are not limited to treatment, field work, post-field analyses, research, and report preparation, interim and summary reports preparation, and the curation of project documentation and artifacts collects (except for NAGPRA related human remains and cultural artifacts) in a Bureau of Land Management approved curation facility. Bonding amount for cultural work is eighteen million dollars (\$18,000,000.00).
 - b. Restoration of disturbed areas and other requirements relative to the construction phase of the project have been accepted by the Authorized Officer. Other requirements include, but are not limited to, completion of all required reports, providing all essential records, and permanent curation of artifacts. Upon completion, or partial completion of these construction related requirements, the Authorized Officer may terminate or reduce the amount of the bond. Bonding amount for reclamation activities is twenty-four million dollars (\$24,000,000.00).
 - c. Liability for damages or injuries resulting from releases or discharges of hazardous materials during the construction and reclamation phase of the project.
15. The bond amount specified in Stipulation 14 above may be periodically adjusted by the Authorized Officer when, in his/her sole determination, conditions warrant such a change. In addition, when requested by the Authorized Officer, the Holder shall furnish a report within ninety (90) days estimating all costs for the BLM

to fulfill the terms and conditions of the grant in the event that the Holder was not able to do so. This estimate shall be prepared by an independent State-certified engineer who is approved in advance by the Authorized Officer, and shall include such information including, but not limited to, administrative costs and Bacon-Davis wages potentially incurred by the BLM. The report shall detail the estimated costs and shall be accompanied by the engineer's seal. All costs of preparing and submitting this report shall be borne solely by the Holder. This report, along with inflationary estimates, shall be the basis of the bond, and shall remain in effect until such time that the Authorized Officer determines that conditions warrant a review of the bond.

16. The portion of the bond addressing cultural resources shall be forfeited if any tasks are not completed within the time period established by the treatment option selected; provided, however, that the Bureau of Land Management and the Holder may agree to extend any such time periods. The Bureau of Land Management shall notify the Holder in writing that the surety (if one is used) is subject to forfeiture and shall allow the Holder 15 days to respond before action is taken to forfeit the surety.
17. A portion of the bond may be retained for the life of the grant to ensure compliance with the Holder's continuing responsibilities under the provisions of the ROW Grant including, but not limited to the following:
 - a. Restoration and reclamation of disturbed areas
 - b. Erosion control
 - c. Noxious Weed control
 - d. Wildfire prevention and control
 - e. Spill prevention and clean-up
 - f. Groundwater monitoring
 - g. Stormwater pollution prevention
 - h. Termination/abandonment of the ROW
18. 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][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.
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 wastes; (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), nor 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.

The bond shall be released, in whole or in part, as specific tasks are completed and accepted by the Bureau of Land Management. This bond must be maintained in effect until removal of improvements and restoration of the right-of-way has been accepted by the Authorized Officer.

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. The following stipulations must be met as conditions of the authorization to allow construction of the Project upon the withdrawn lands under Uinta-Wasatch-Cache's jurisdiction and to ensure conformance with agency standards:
 - a. Road Use Permits will be obtained prior to any construction or road upgrade activities on the Uinta-Wasatch-Cache National Forest. All access roads, if improved or upgraded, will be required to be restored to pre-existing conditions after construction.
 - b. If minor route variation occurs, and is approved by the Authorized Officer, additional surveys for threatened, endangered or sensitive species, raptors or cultural surveys may be required of the Holder.

- c. Prior to reclamation on Uinta-Wasatch-Cache National Forest, the seed mix must be approved by either the Forest Range Specialist or Forest Botanist.
23. The following stipulations must be met as conditions of the authorization to allow construction of the Project upon the withdrawn lands under Bureau of Reclamation's (Reclamation) jurisdiction and to ensure conformance with agency standards:
- a. Must comply with 43 CFR 423, 43 CFR 429, and LND 08-01 of Reclamation Manual Directives & Standards.
 - b. Must follow standards as outlined in Reclamation's Engineering and O&M Guidelines for Crossings Bureau of Reclamation Water Conveyance Facilities (Canals, Pipelines, and Similar Facilities), dated April 2008.
 - c. Must follow the POD's developed by Ruby in coordination with the federal land management agencies.
 - d. Must notify Reclamation of any proposed route variations which may require additional compliance processes.
 - e. Must have a signed Memorandum of Agreement in place for the Section 106 and cultural resources compliance process that is satisfactory to Reclamation in coordination with BLM and FERC.
 - f. Must obtain other agreements and permits from Reclamation on a case by case basis including, but not limited to, Archaeological Resources Protection Act (ARPA) permits, a Native American Graves Protection Action (NAGPRA) Plan of Action, and archaeological resources collections agreements, as needed.
24. The following stipulations must be met as conditions of the authorization to allow construction of the Project upon the lands under the Modoc National Forest's jurisdiction and to ensure conformance with agency standards:
- a. Forest Road 48N48 will be used in as-is condition for light-vehicle traffic.
 - b. No traffic or other project use will occur outside the existing roadway.
 - c. Inadvertent use outside the existing roadway will require investigation for impacts to sensitive resources including heritage sites and botanical species.
 - d. A survey meeting the protocol and analysis of the Ruby Final Environmental Impact Statement (FEIS) for this project is conducted to determine the current occupancy of bald eagle nest(s) historically present in Township 48 North, Range 7 East, Sections 19 and 20. Should nest sites be located, protection will be put in place that conforms to that identified in the FEIS.