Issuing Office
Barstow Field Office

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

SERIAL NUMBER CACA- 52096

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1. As approved by the Record of Decision for the Abengoa Mojave Solar EA dated July 14, 2011 a right-of-way lease/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 right-of-way regulations (43 CFR Part 2800) and amendments thereto.

2. Nature of Interest: Right-of-way grant amendment for an additional use of a fiber-optic line to supply transmission of electricity to the Abengoa Mojave Solar Project.

   1. By this instrument, the holder:

      Southern California Edison
      2244 Walnut Grove Ave.
      Rosemead, CA 91770

      receives a right to use and occupy the following described public lands to construct, operate, maintain, and decommission a 34 kilowatt overhead electric distribution line (Lockhart-Hinkley) and its ancillary facilities as described in the approved Plan of Development (POD), incorporated herein:

      See attached legal description and map (Exhibit A).

   b. The instrument issued herein consists of a 34 kilowatt(kV) electrical distribution line within a 40 foot width, 18,550.375 feet in length, including an above-ground fiber optic line, all of which aggregating approximately 17.03 acres, more or less.

   c. This instrument shall expire on December 31, 2040 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. The holder is required to submit an application for renewal at least 120 calendar days prior to the expiration date of this instrument. The Authorized Officer will review the application for renewal to ensure the holder is complying with the terms, conditions, and stipulations of this instrument and applicable laws and regulations. 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 renewal, expiration, relinquishment, abandonment, or termination of this instrument, 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 the renewal, expiration, relinquishment, abandonment, or termination of this authorization.

f. The Authorized Officer retains the right of access to the lands included within the right-of-way at any time and may enter any facility on the right-of-way in accordance with 43 CFR 2805.15(a). The holder shall pay monitoring fees in accordance with 43 CFR 2805.16 for the reasonable costs incurred in the inspection and monitoring of construction, operation, maintenance, and decommissioning of the right-of-way.

g. This instrument is issued subject to valid existing rights in accordance with 43 CFR 2805.14.

3. Rental:

a. For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management the fair market value rental of the right-of-way, as determined by the Authorized Officer unless specifically exempted from such payment by law or regulation. 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.

The rental includes an annual base rent for the acreage of the public land included in the authorization, The base rent is due and payable upon the date of issuance of this instrument and will be paid on an annual basis consistent with the regulations. The base rent will be adjusted each year based on the Implicit Price Deflator-Gross Domestic Product (IPD-GDP) index.

4. Bond:

a. A Performance and Reclamation bond, in an amount determined by the Authorized Officer, may be obtained by the holder to ensure compliance with the terms and conditions of this instrument. The Authorized Officer will require that the holder submit a Reclamation Cost Estimate for review and to assist the Authorized Officer in determining the bond amount. The holder shall provide the Authorized Officer proof that a bond in the required amount has been obtained by such date as specified by the Authorized Officer. The amount of the bond will be limited to the anticipated liabilities associated with the activities approved by the Notice to Proceed. If the Notice to Proceed is limited to only an initial phase of development or activity, the bond amount will be limited to that phase or activity. The bond amount would increase with the issuance of a Notice to Proceed for

future phases of development or additional activities. The bond must be maintained in effect until removal of improvements and restoration of the right-of-way 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 Bureau of Land Management (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 a policy of insurance that provides BLM with acceptable rights as a beneficiary and is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction and whose insurance operations are regulated and examined by a federal or state agency. The Authorized Officer will not accept a corporate guarantee as an acceptable form of bond. The Authorized Officer will review the bond on an annual basis to ensure adequacy of the bond amount. The bond will also 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 right-of-way authorization, consistent with the regulations.

b. The holder agrees that 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.

5. Terms and Conditions:

a. 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. 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. The Authorized Officer may change the terms and conditions of this instrument as a result of changes in legislation, regulations, or as otherwise necessary to protect public health or safety or the environment in accordance with 43 CFR 2805.15(e).

b. The right-of-way Stipulations (Exhibit B), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

c. The holder shall perform all operations in a good and workmanlike manner, consistent with the approved Plan of Development, so as to ensure protection of the environment and the health and

safety of the public. The Authorized Officer may order an immediate temporary suspension of operations, orally or in writing, in accordance with 43 CFR 2807.16 to protect public health or safety or the environment if the Authorized Officer determines that the holder has violated one or more of the terms, conditions, or stipulations of this instrument. An immediate temporary suspension order is effective until the holder receives a written Notice to Proceed from the Authorized Officer.

d. The holder will not initiate any construction or other surface disturbing activities on the right-of-way without prior written authorization of the Authorized Officer. Such authorization will be a written Notice to Proceed (Form 2800-15) issued by the Authorized Officer or his/her delegated representative. Each Notice to Proceed 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 Notice to Proceed 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.

e. The holder shall start construction within 12 months after issuance of a Notice to Proceed. The holder shall complete construction within the timeframes approved in the final Plan of Development.

f. Failure of the holder to comply with any diligent development provision of this instrument may cause the Authorized Officer to suspend or terminate the authorization in accordance with 43 CFR 2807.17 - 2807.19, and use the posted Performance and Reclamation bond to cover the costs for removal of any equipment and/or facilities. The Authorized Officer will provide the holder a written Notice of Failure to Ensure Diligent Development prior to the suspension or termination of the authorization. The holder will be provided an opportunity to correct any noncompliance in accordance with 43 CFR 2807.18 or submit a written request to the Authorized Officer for an extension of the timelines in the approved Plan of Development.

g. 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 Plan of Development, or as directed by the Authorized Officer.

h. This instrument shall, at a minimum, be reviewed by the Authorized Officer at the end of the 10th 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.

i. This instrument may be assigned consistent with the regulations, but all assignments are subject to approval by the Authorized Officer. In addition, the qualifications of all assignees must comply with the requirements of the regulations. A partial assignment of this instrument shall not be approved if such action would hinder the Authorized Officer's management of the authorization or the associated public lands.

j. Upon the request of the Authorized Officer, the holder shall provide access to environmental, technical, and financial records, reports, and other information related to construction, operation, maintenance, and decommissioning of the right-of-way. Any information marked confidential or

proprietary will be kept confidential to the extent allowed by law. Failure of the holder to cooperate with such request, provide data, or grant access to such records, reports, and information may, at the discretion of the Authorized Officer, result in suspension or termination of the right-of-way lease/grant in accordance with the regulations.

k. The holder shall not initiate any construction or other surface disturbing activities as a minor change to the right-of-way or Plan of Development without prior written approval of the Authorized Officer, or his delegate. Such authorization shall be a written Change of Condition or Adjustment. Each Change of Condition/Adjustment shall authorize construction or use only as therein expressly stated and only for the particular location and use therein described. All Changes of Condition/Adjustments are subject to such terms and conditions as deemed necessary by the Authorized Officer at the time of approval. Approved changes authorize construction or use only as therein expressly stated and only for the particular location, phase, area, or use described. The Authorized Officer may, by written notice, suspend or terminate in whole or in part any change of condition/adjustment which has been approved, when in the Authorized Officer's 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. All Conformance Requests will be documented and tracked to ensure the acreages of disturbance affected by post-authorization conformance changes remain within the limits of impacts analyzed in the EIS and approved in the ROD and ROW.

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

SOUTHERN CALIFORNIA EDISON	BUREAU OF LAND MANAGEMENT
Messut Yeam	Robert C. Frost
(Signature of Holder)	(Signature of Authorized Officer)
Land Services Agent	Barstow Field Manager
(Title)	(Title)
8/25/11	8/31/2011
(Date)	(Effective Date of Grant)

Attachments
Exhibit A: Legal Description and Map
Exhibit B: Stipulations

EXHIBIT A **LEGAL DESCRIPTION AND MAP**

Below is the legal description for the lands affected by the right-of-way grant amendment.

Lockhart-Hinkley CACA 52096 transmission and fiber optic telecommunications

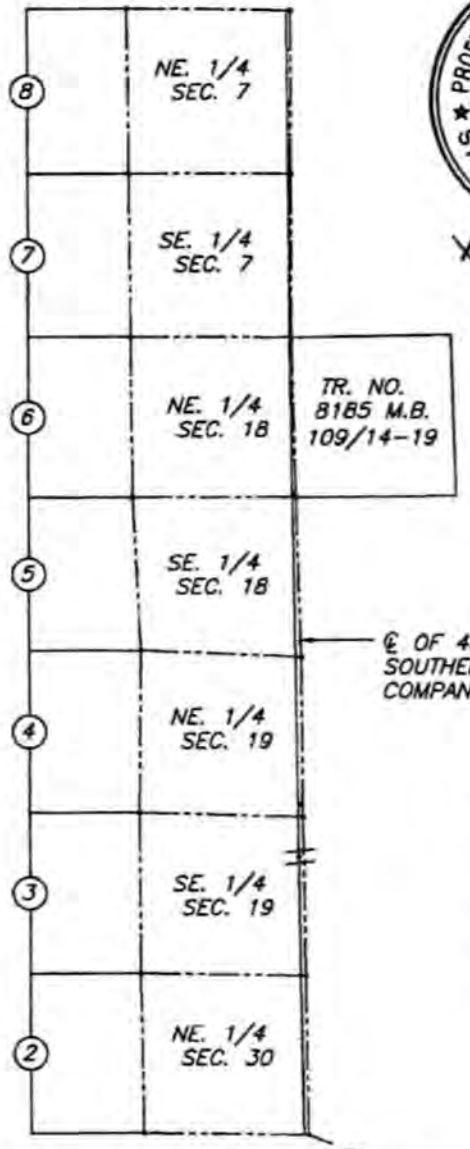
Linear Facility:

Gen-Tie and Overhead Fiber Optic Line
San Bernardino Meridian

Sec. 7, T.10N., R.4W., E1/2NE1/4, E1/2SE1/4;
Sec. 18,T.10N., R.4W., E1/2NE1/4, E1/2SE1/4;
Sec. 19, T.10N., R.4W., E1/2NE1/4, E1/2SE1/4;
Sec. 30, T.10N.,R.4W., E1/2NE1/4;

The exact project footprint (17.03 Acres) falls within this legal description and is subject to a metes and bounds survey, provided by the applicant. See attached map for detail

PORTIONS OF THE EAST HALF OF SECTIONS 7, 18, 19 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 4 WEST, S.B.M., COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



PROFESSIONAL LAND SURVEYOR
DAVID A. MORSE
No. 6899
Exp. 6-30-11
STATE OF CALIFORNIA

N

0 3000 6000
SCALE IN FEET

NOTE:

DISTANCES SHOWN HEREON ARE GRID ZONE 5, NAD 83, UNLESS OTHERWISE NOTED. TO OBTAIN GROUND DISTANCES USE COMBINATION FACTOR 0.99993971.

TOTAL AREA OF LAND AQUIRED FROM GRANTOR: 742,015 SQ. FT. OR 17.03 ACRES

℄ OF 40' WIDE EASEMENT TO SOUTHERN CALIFORNIA EDISON COMPANY

Legend:

- LANDS OF GRANTOR (BUREAU OF LAND MANAGEMENT)
- (#) SHEET NUMBER DESIGNATION
- (M) MEASURED DISTANCE
- (R) RECORD – TRACT NO. 8185 M.B. 109/14-19
- (R1) RECORD DISTANCE FROM NGS CONTROL MONUMENTS

S 67°53'20" E 10374.05'

NGS CONTROL POINT EV2925 DESIGNATION KLINE, TWELVE GAUGE LAKE QUAD 1973

(BASIS OF BEARINGS)
N 87°34'30" E
9111.60' (M)
9111.63' (R1)

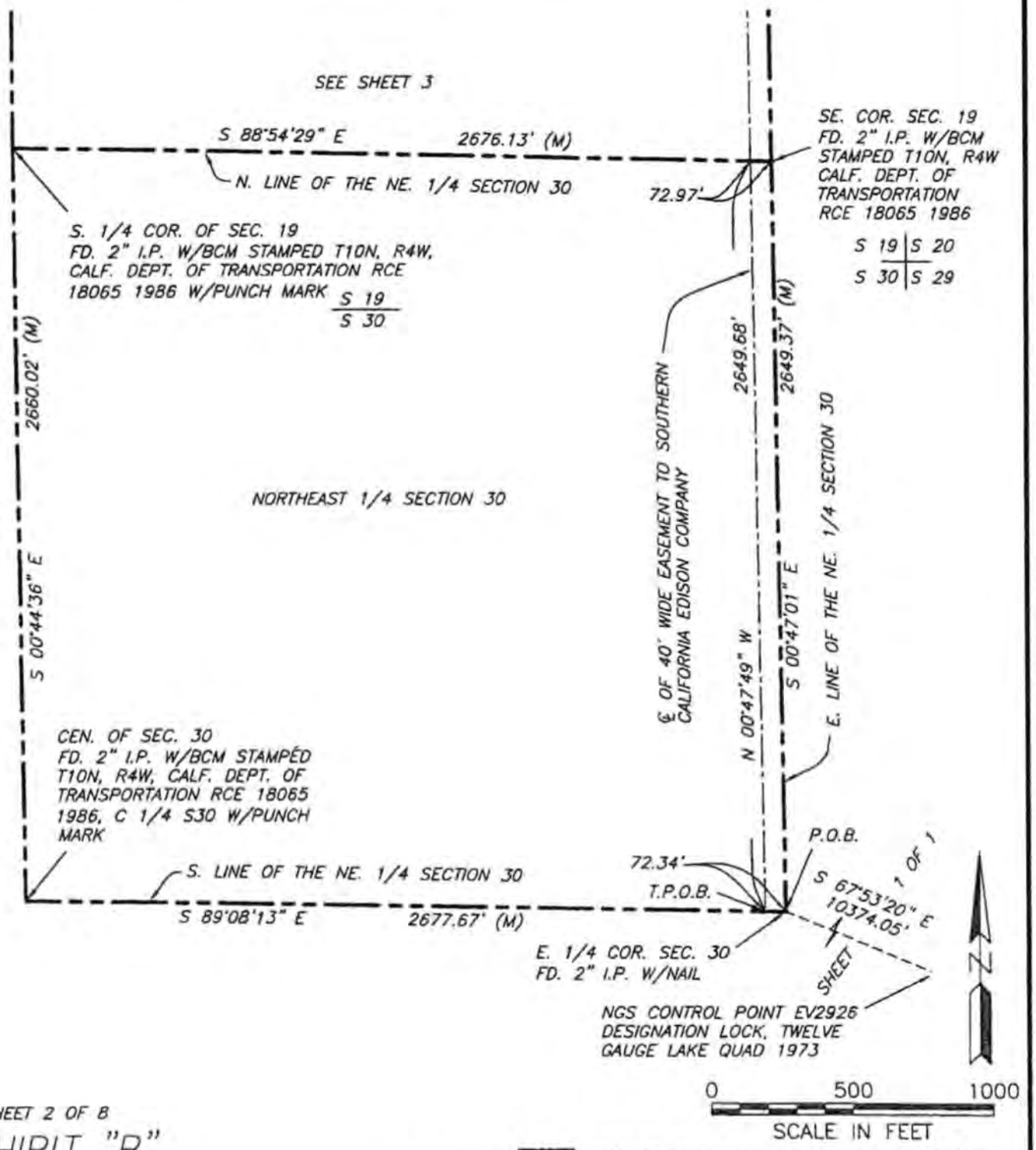
NGS CONTROL POINT EV2926 DESIGNATION LOCK, TWELVE GAUGE LAKE QUAD 1973

SHEET 1 OF 8

EXHIBIT "B"

PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

PORTIONS OF THE EAST HALF OF SECTIONS 7, 18, 19 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 4 WEST, S.B.M., COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



SHEET 2 OF 8

EXHIBIT "B"

PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

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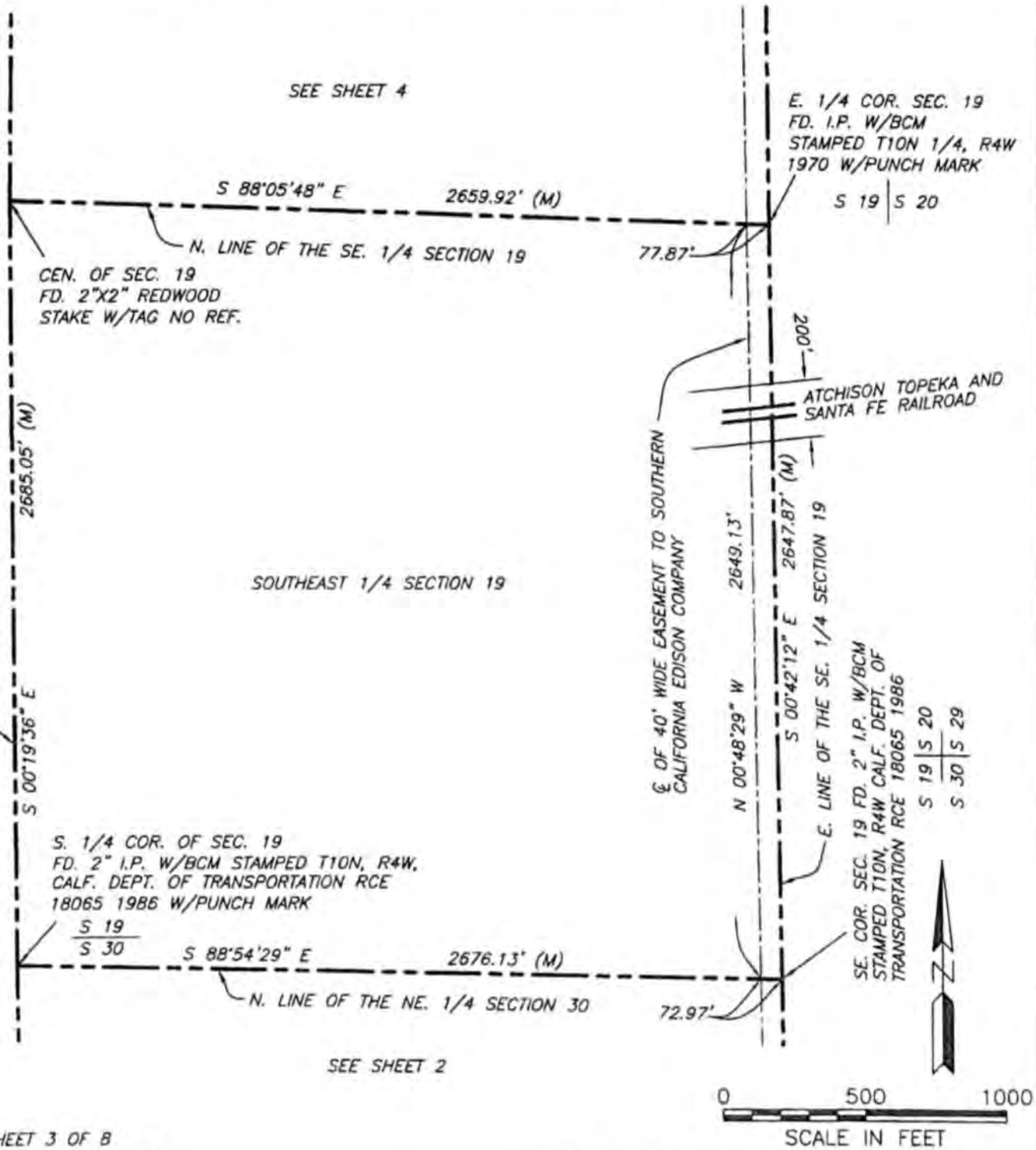

SHEET 3 OF 8

EXHIBIT "B"

LANDS OF GRANTOR (BUREAU OF LAND MANAGEMENT)

PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

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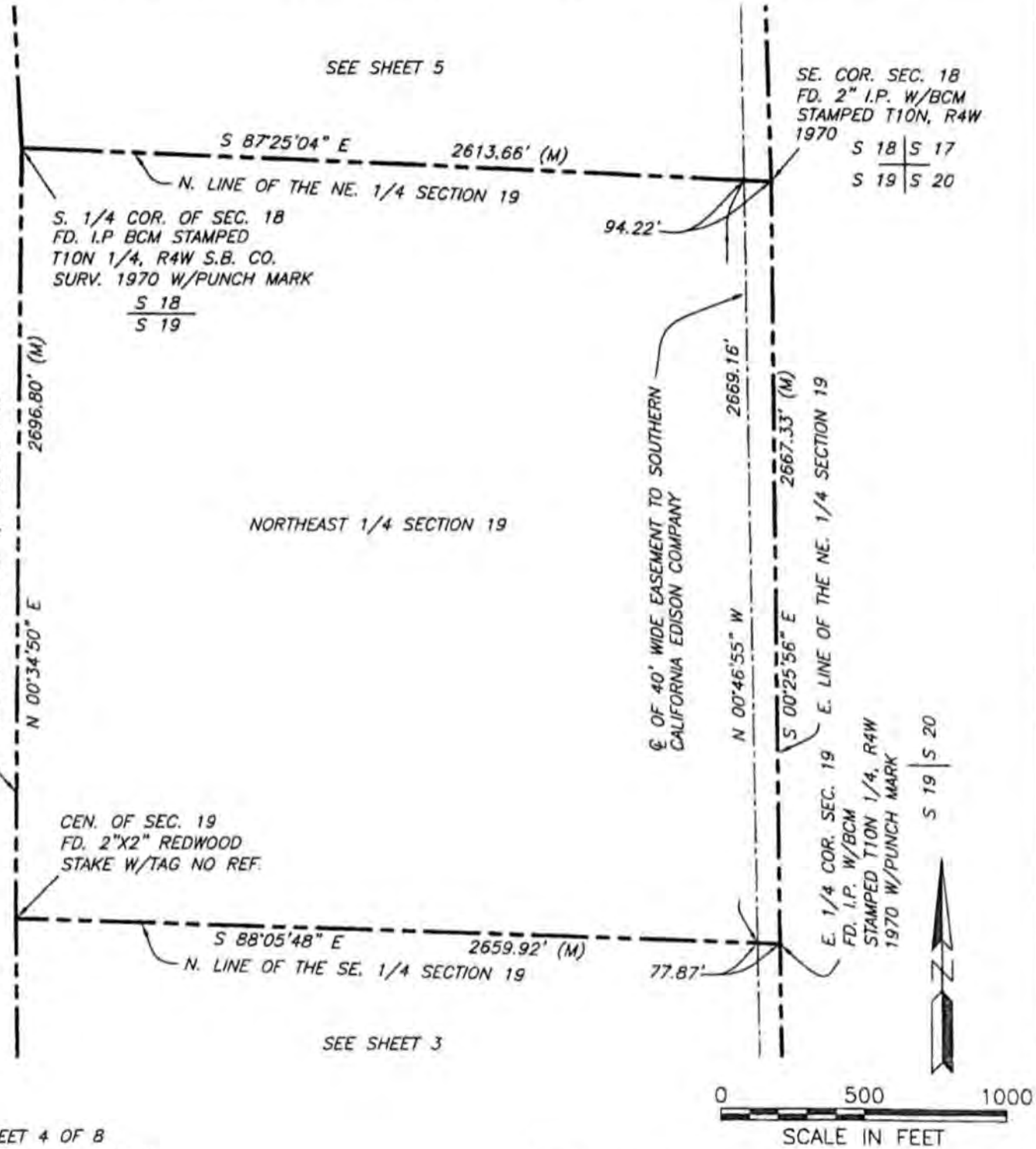

SHEET 4 OF 8

EXHIBIT "B"

LANDS OF GRANTOR (BUREAU OF LAND MANAGEMENT)

PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\ 2010-201016650.DWG	

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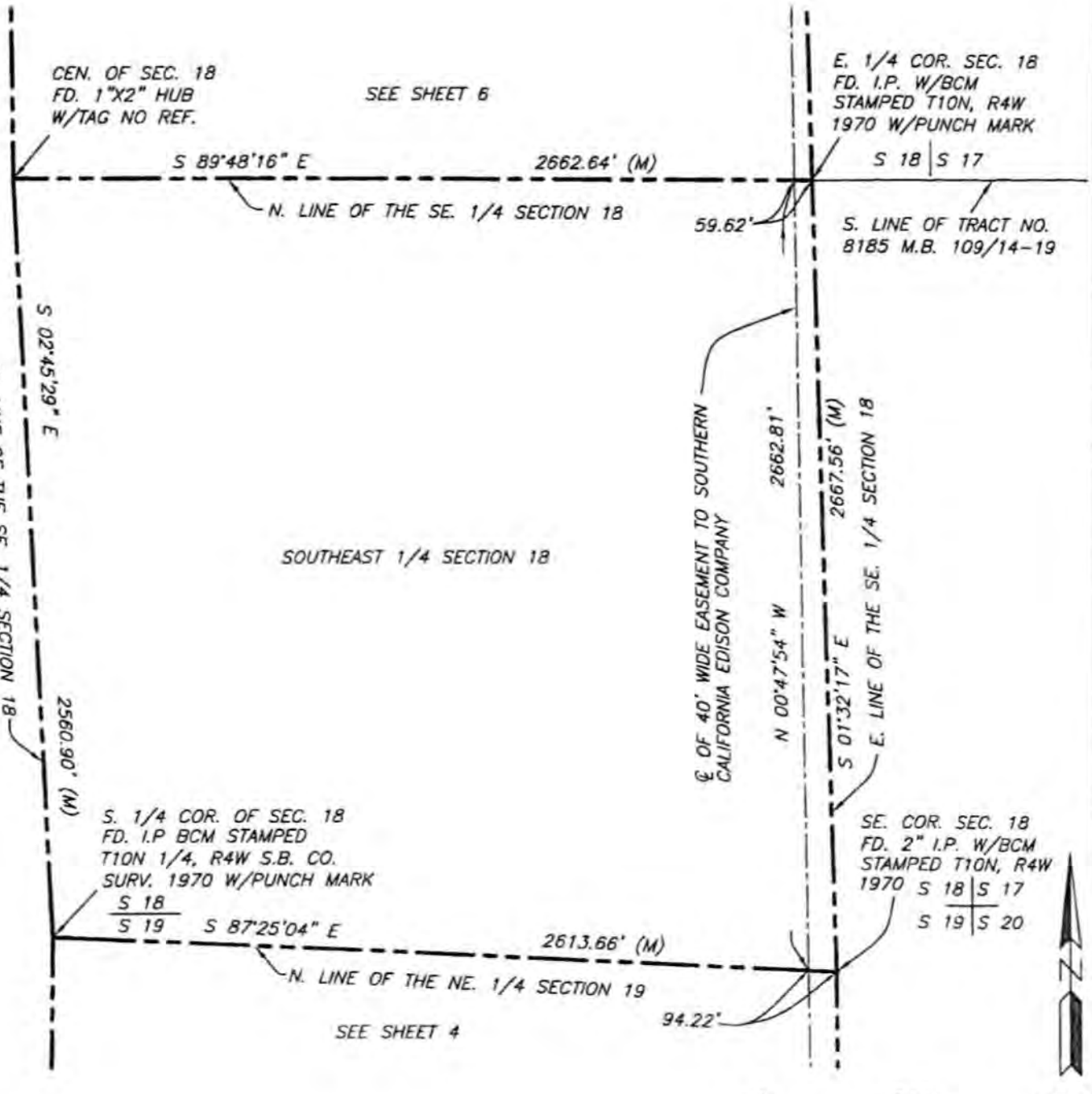


SHEET 5 OF 8

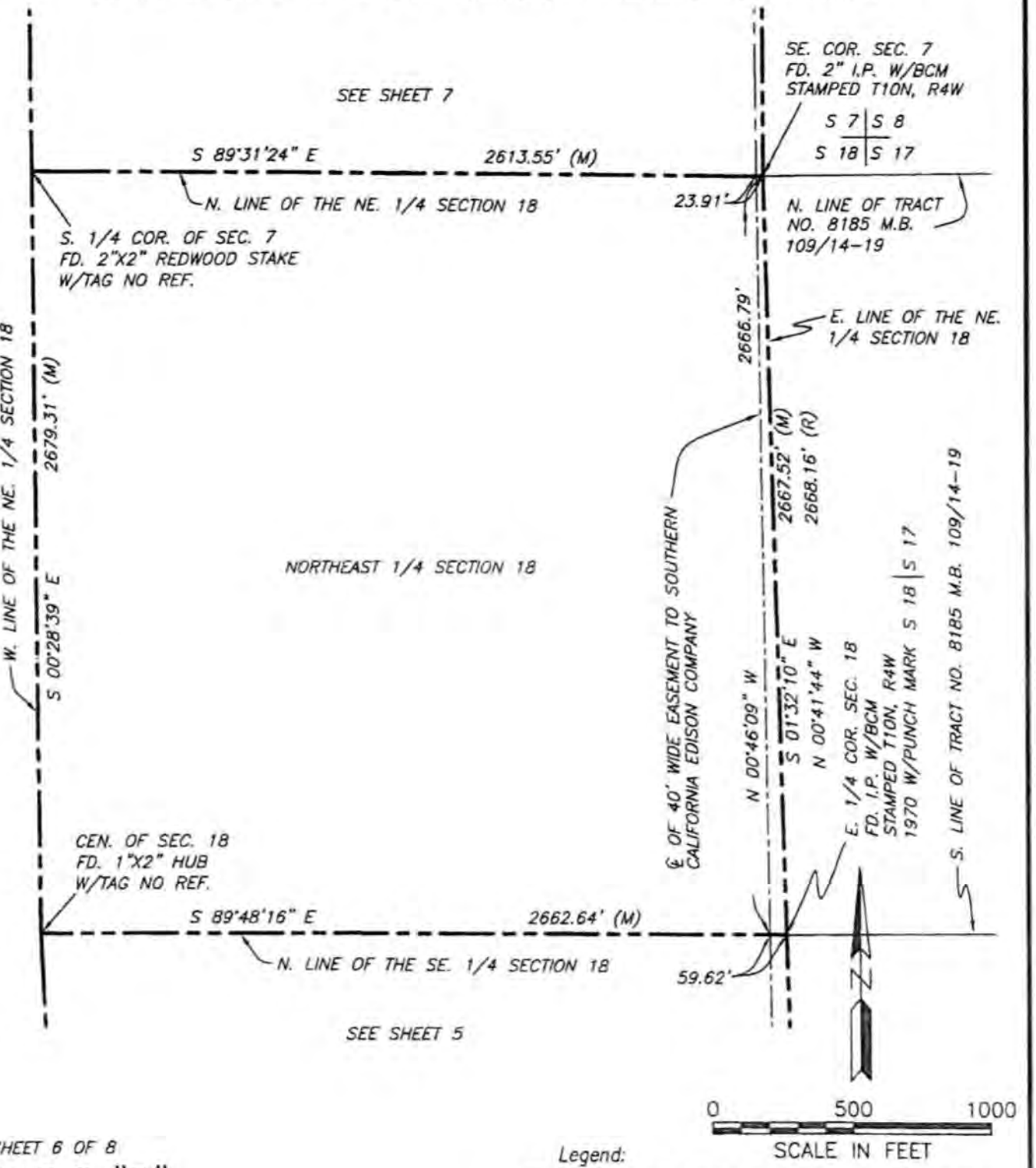
EXHIBIT "B"

Legend:

LANDS OF GRANTOR (BUREAU OF LAND MANAGEMENT)

PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

PORTIONS OF THE EAST HALF OF SECTIONS 7, 18, 19 AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 10 NORTH, RANGE 4 WEST, S.B.M., COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA



SHEET 6 OF 8

EXHIBIT "B"

Legend:

LANDS OF GRANTOR (BUREAU OF LAND MANAGEMENT)

PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

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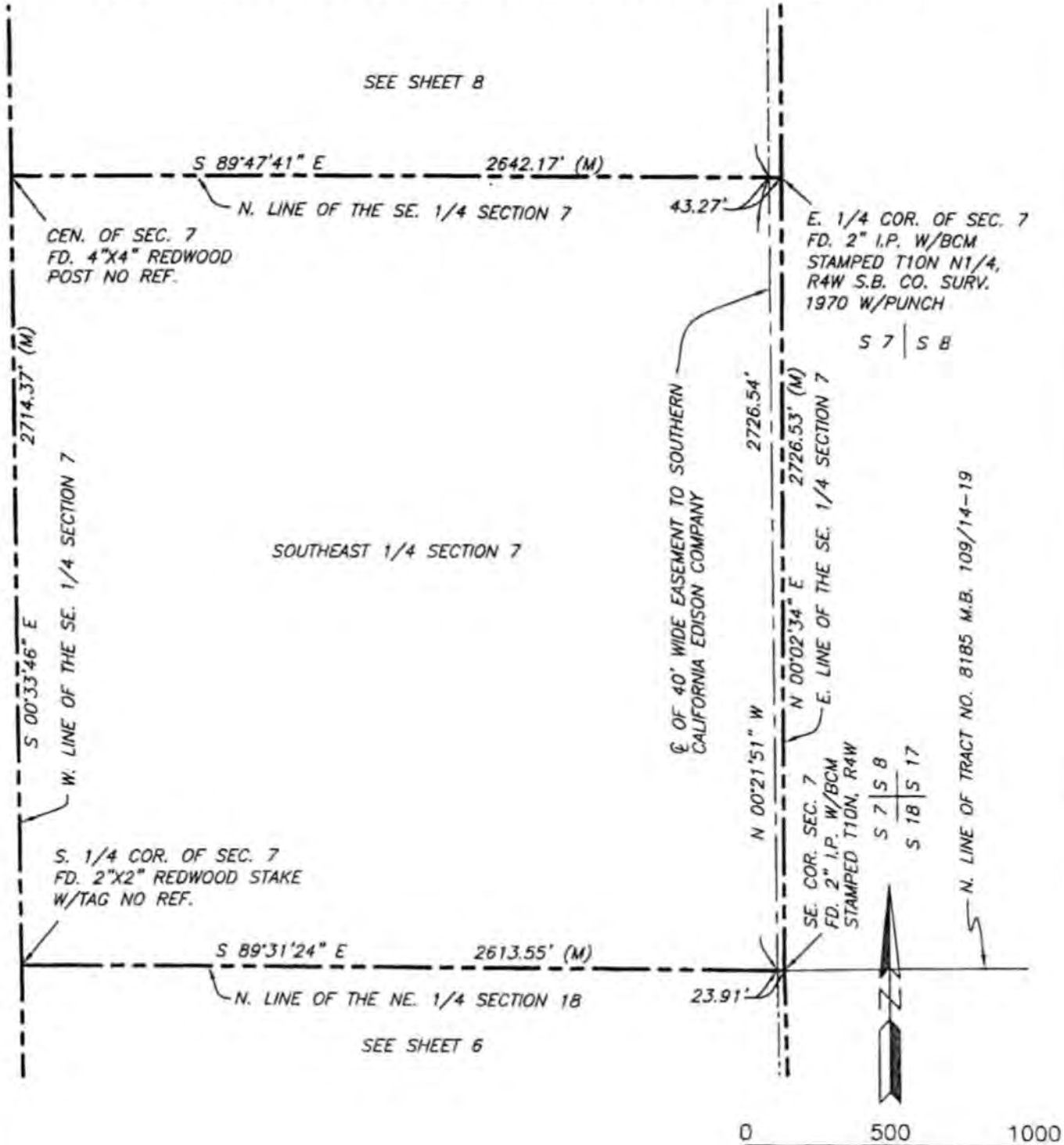

SHEET 7 OF 8

EXHIBIT "B"

Legend:

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PROJECT NAME: MOHAVE SOLAR	CACA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON An EDISON INTERNATIONAL Company
CHECKED BY: LK	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

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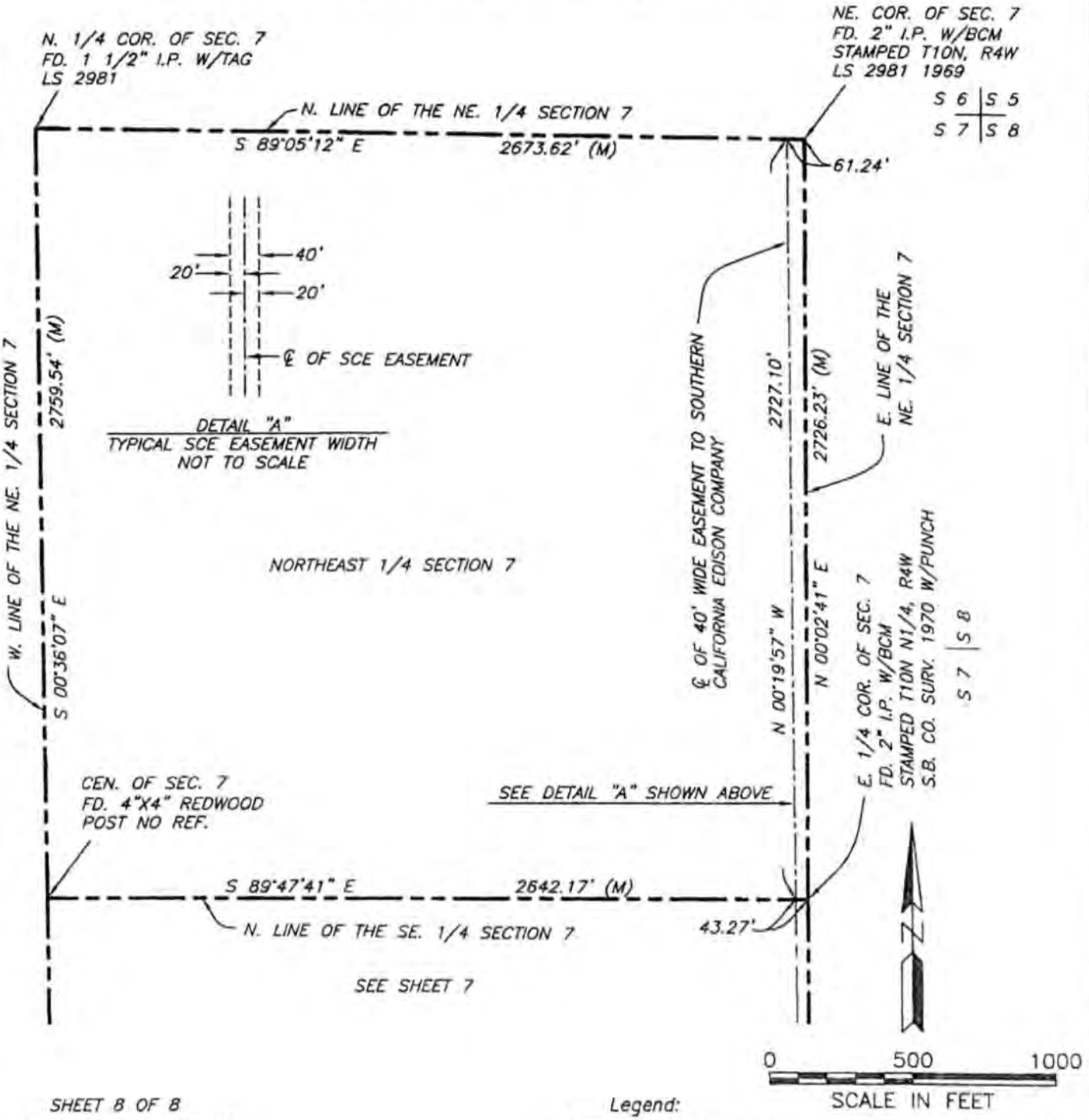

SHEET 8 OF 8

EXHIBIT "B"

Legend:

LANDS OF GRANTOR (BUREAU OF LAND MANAGEMENT)

PROJECT NAME: MOHAVE SOLAR	CADA-52096		M.S. –
MAP & F.B. REF: 10674/55-58		CITY: –	COUNTY: SAN BERNARDINO
DRAWN BY: MLM	SURVEYED BY: MORSE/KONG/RODRIQUEZ		SOUTHERN CALIFORNIA EDISON
CHECKED BY: DM	LAND INFO.: –	SER.: –	DATE: –
WORK ORDER NO.: 800475744	NOTIFICATION NO.: 201016650	File Name: T:\ARCHIVE\DRAWING\2010-201016650.DWG	

EXHIBIT B **STIPULATIONS**

1. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the approved Plan of Development, as amended or supplemented by approval of the Authorized Officer. Any surface disturbing activity, additional construction, or use that is not in accord with the approved Plan of Development shall not be initiated without the prior written approval of the Authorized Officer. A copy of the complete right-of-way lease/grant, including all stipulations and approved Plan of Development, shall be made available on the right-of-way area during construction, operation, and decommissioning. Noncompliance with the above will be grounds for immediate temporary suspension of activities if it constitutes a threat to public health or safety or the environment.

2. The holder shall comply with the Biological Opinion for listed and proposed species associated with this project signed by the US Fish and Wildlife Service on March 17th 2011. Failure to comply with the requirements of the Biological Opinion shall be cause for suspension or termination of the right-of-way lease/grant.

3. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on its 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 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.

4. Unless otherwise agreed to in writing by the Authorized Officer, powerlines shall be constructed in accordance with standards outlined in "Suggested Practices for Raptor Protection on Powerlines", Raptor Research Foundation, Inc., 1996. The holder shall assume the burden and expense of proving that 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 right-of-way, 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.

5. The holder will arrange and attend preconstruction conference(s) prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way or specific construction phase of the right-of-way as specified by the Authorized Officer. The holder and/or his representatives will attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, will also attend this conference to review the stipulations of the authorization, including the Plan of Development, as applicable. The holder shall notify the Authorized Officer of the schedule for any preconstruction conference at least 10 calendar days in advance of the preconstruction conference or such timeframe as may be required by the Notice to Proceed.

6. The holder shall designate a representative 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 holder shall protect all survey markers found within the right-of-way. 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 Bureau of Land Management (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.

8. Use of pesticides and herbicides shall comply with all applicable Federal and State laws. Pesticides and herbicides shall be used only in accordance with their registered uses within limitations imposed by the Secretary of the Interior. Prior to the use of the pesticides, the holder shall obtain from the Authorized Officer, written approval of a Pesticide Use Proposal Plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, locations of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer.

9. Only those chemicals (pesticides and herbicides) listed on the BLM approved label list are authorized for use on public lands. A Pesticide Use Proposal must be submitted for each chemical used, and it cannot be used until approval has been obtained in writing from the Authorized Officer. The proposal needs to identify any surfactants or dyes used in the spraying operation. Applicator(s) of chemicals used must have completed pesticide certification training and have a current up to date Certified Pesticide Applicator's License. Pesticide and herbicide application records for the areas and acres treated must be submitted to the Authorized Officer each year. This includes the following:

   Brand or Product name
   EPA registration number
   Total amount applied (use rate #A.I./acre)
   Date of application
   Location of application
   Size of area treated
   Method of treatment (air/ground)
   Name of applicator
   Certification number and dates
   Costs to treatment

Amount of surfactants or dyes used in spraying operation

The record information must be recorded no later than 14 calendar days following the pesticide or herbicide application and must be maintained for ten years.

10. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites 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 right-of-way.

11. 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 right-of-way, 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 right-of-way ***in connection with the holder's use and occupancy of the right-of-way, 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.

12. 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 that the facility has been constructed in accordance with the design, plans, specifications, and applicable laws and regulations.

13. 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.

14. The holder may be required to fund, in accordance with 43 CFR 2805.16 a third party Compliance and Inspection Program as deemed necessary by the Authorized Officer to ensure compliance with the terms, conditions, and stipulations of this right-of-way lease/grant and applicable laws and regulations.

15. Bald and/or golden eagles may now or hereafter be found to utilize the project area. The BLM will not issue a notice to proceed for any project that is likely to result in take of bald and/or golden eagles until the applicant completes its obligation under applicable requirements of the Bald and Golden Eagle Protection Act (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 will be developed with the FWS and coordinated with the BLM.

16. The holder shall comply with the Environmental and Construction Compliance Monitoring Program.

17. The grant holder shall construct and utilize common use ancillary facilities (i.e Generation Tie-in line) where the authorized officer deems it necessary. The grant holder shall not charge for the use of the lands made subject to such additional right-of-way grants.

18. Upon discovery of human remains in California, all work in the area must cease immediately. Nothing is to be disturbed and the area is to be secured. The County Coroner's Office of the county where the suspected remains were located must be called. The appropriate land manager/owner or the site shall also be called and informed of the discovery.

    If the remains are located on federal lands, federal land managers/federal law enforcement/federal archaeologist are to be informed as well because of complementary jurisdiction issues. It is very important that the suspected remains and the area around them remain undisturbed and the proper authorities called to the scene as soon as possible as it could be a crime scene.

    The Coroner will determine if the bones are historic/archaeological or modern.

    Modern Remains
    If the Coroner's Office determines the remains are of modern origin, the appropriate law enforcement officials will be called by the Coroner and conduct the required procedures. Work will not resume until law enforcement has released the area.

    Archaeological Remains
    If the remains are determined to be archaeological in origin and there is no legal question, the protocol changes depending on whether the discovery site is located on federally or non-federally owned/managed lands.

    After the Coroner has determined the remains are archaeological or historic and there is no legal question, the appropriate Field Office Archaeologist must be called. The archaeologist will initiate the proper procedures under ARPA and/or American Graves Protection and Repatriation Act of 1990 (NAGPRA). If the remains can be determined to be Native American, the steps as outlined in NAGPRA, 43 CFR 10.6 Inadvertent discoveries, must be followed.

19. The grantee shall confine all activities within the area specifically defined in the grant. All vehicle travel shall be restricted to designated open roads. Maximum speed limit is 20 mph.

20. The grantee shall designate a field contact representative (FCR) who will be responsible for overseeing compliance with protective stipulations for desert tortoise and for coordination on compliance with BLM. The FCR must be on site during all project activities. The FCR shall have the authority to halt all activities that violate any of the stipulations. The FCR may be any employee of the project proponent or a contracted authorized biologist.

21. The grantee shall comply with the Terms and Conditions of the Biological Opinion (BO) for Minor Electrical Utility Actions in Imperial, Kern, Los Angeles, Riverside and San Bernardino Counties, California (6840 CA-063.50)(1-8-94-F-53), or the terms and conditions of any future or revised biological opinion on distribution line maintenance to the extent it supersedes the BO.

22. All employees or contractors of the holder who work on-site shall participate in a tortoise education program before initiation of field activities. The project proponent is responsible for ensuring that the education program is developed and presented before conducting activities. New employees shall receive formal, approved training before working on-site. The employee education program must be received, reviewed, and approved by the BLM Field Office at least 15 days before the presentation of the program. The program may consist of a class presented by a qualified biologist (BLM or contracted) or a video. Wallet sized cards or a one page handout with important information for workers to carry is recommended. The program shall cover the following topics at a minimum:

    i. distribution of the desert tortoise
    ii. general behavior and ecology of the tortoise
    iii. sensitivity to human activities
    iv. legal protection
    v. penalties for violation of state and federal laws
    vi. reporting requirements
    vii. project protective mitigation measures

23. Only biologists authorized by the U.S. Fish and Wildlife Service (USFWS) and approved by the BLM shall handle desert tortoises. The holder shall submit the name(s) of proposed authorized biologist(s) to BLM for forwarding to the USFWS for review and approval at least 45 days prior to the onset of activities. No activities shall begin until an authorized biologist is approved. Authorization for handling shall be granted under the auspices of the Section 7 consultation.

24. Desert tortoise may be handled only by an authorized biologist and only when necessary. In handling desert tortoises, the authorized biologist shall follow the general handling protocol sections of the "Protocols for Handling Live Tortoise" prepared by the Arizona Game and Fish Department in 1990 and amended by the Desert Tortoise Council in 1996. New latex gloves shall be used when handling each tortoise to avoid transmission of infectious diseases between animals. Replacement of lost fluids with a syringe is not authorized. Aside from the initial site clearance, any tortoise shall be placed in the shade of shrub in the direction in which it was facing when found or at the entrance to the burrow if hibernating. In general, desert tortoise should be moved the minimum distance possible to ensure their safety.

25. Upon locating a dead or injured tortoise, the grantee or an agent shall notify the BLM Field Office. The BLM must then notify the appropriate field office (Ventura) of the USFWS by telephone and facsimile or electronic mail within three days of the finding. Written notification must be made within five days (5) of the finding to the USFWS Ventura field office and to the USFWS Division of Law Enforcement in Torrance, CA. The information provided must include the date and time of the finding or incident (if known), location of the carcass or injured animal, a photograph, cause of death (if known)..

26. An injured animal shall be transported to a qualified veterinarian for treatment at the expense of the holder. If an injured animal recovers, the Ventura field office of USFWS shall be contacted for final disposition of the animal.

27. All vehicles shall be inspected for tortoises before being moved. If a tortoise is present, the worker shall carefully move the vehicle only when necessary and when the tortoise would not be injured by moving the vehicle or shall wait for the tortoise to move out from under the vehicle.

28. All trash and food items shall be promptly contained within closed, raven-proof containers. These shall be regularly removed from the project site to reduce the attractiveness of the area to ravens and other tortoise predators.

29. All new construction, pole and equipment replacement and retrofitting of electrical utility lines shall be raptor-safe, as specified in the guidelines of "Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006", (Edison Electric Institute and the Raptor Research Foundation, 2006). Anti-perching devices, phase separation of conductors, or insulation of grounded hardware shall be installed on all new lines, poles and equipment. Implementation of this stipulation must be completed within one year of this authorization.

30. In areas of known raptor nesting, breeding and foraging, all electrical distribution towers identified as "problem poles" shall be retrofitted to meet current and future standards to prevent raptor electrocution. Retrofitting techniques shall be as specified in the guidelines of "Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006", (Edison Electric Institute and the Raptor Research Foundation, 2006).

31. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his/her behalf, on public or Federal land, shall be immediately reported to the authorized officer. 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 is responsible for the cost of evaluation and the authorizing officer will make any decision as to proper mitigations measures after consulting with the holder.

32. All local, State and Federal ordinances, regulations and laws governing the release of hazardous materials and wastes shall be implemented. Additionally, any and all reportable releases shall be reported to the BLM within 24 hrs of discovery of the release, at (760) 252-6000 and after hours or during weekends through the Federal Interagency Communication Center at (909)383-5651/5652. An Initial Report shall be faxed to the Authorized Officer within 24 hours of release discovery at (760) 252-6099. A comprehensive follow-up report must be received by the Authorized Officer within 7 calendar days of the incident's discovery.

33. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support the vehicle or off-road equipment. If such equipment creates ruts over six (6) inches deep, the soil shall be deemed too wet to adequately support equipment.

34. No signs or advertisement devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer. Only approved DOT safety signs may be used to post warnings to the general public.

35. Ninety days (90) before termination of the right-of-way grants, the grantee shall contact the authorized officer to arrange a joint inspection of the site. This inspection will be held to agree to an acceptable termination and rehabilitation plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.

36. If the public land underlying the right-of-way (ROW) encompassed in this grant or 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, 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 portion thereof within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, 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 its successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way 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 patentee/grantee and the ROW holder.