

DECISION RECORD

ORNI 42 and ORNI 49 Application for Right-of-Ways for the
Hot Sulphur Springs Transmission Line and Access Road, Elko County, NV
NVN-89518 and NVN-89982
BLM/EK/PL-2008/010 and DOE/EA-1849

ORNI 42 and ORNI 49, subsidiaries of Ormat Nevada, Inc., submitted, to the BLM's Tuscarora Field Office, an application for a right-of-way for those portions of a proposed 24.5 mile 120 kV electric transmission line corridor and those portions of a 2.5 mile long access road corridor to the proposed geothermal plant that cross public land. As noted in the associated Finding of No Significant Impact, it was subsequently determined that two Right-of-Ways were required, one for the transmission line and one for the access road. The proposed electric transmission line and access road lie entirely within Elko County, NV. They would serve a proposed geothermal electric power plant located, on private land, approximately ten miles north of Tuscarora, NV, also all within Elko County. The transmission line corridor totals 24.5 miles including about 8.5 miles that on public lands, with the remaining 16 miles entirely on private land. The public portion of the access road would be about 4,300 feet in length with the remainder, about 1.7 miles, on private land. The transmission line would extend from the geothermal power plant to an existing substation, the Humboldt Substation, near the intersection of Nevada Highways 225 and 226.

The BLM's Elko District Office originally completed an Environmental Assessment for this same transmission line and access road in 2008. The proponent at the time, TG Power, went out of business. ORNI 42 and ORNI 49 acquired all the rights and property to development of the geothermal resources at Hot Sulphur Springs where the proposed power plant would be located. Since the new application is identical to the previous application in terms of location, size, and impacts, the 2008 EA remains applicable. However, review of the EA indicated a number of deficiencies including a lack of analysis for the power plant itself, a connected action; a discovery of one or more additional sage grouse lek(s) in the immediate vicinity of the power plant; the development of additional policies for the conservation of sage grouse; the lack of analysis for a Public Water Reserve (05598) in the immediate vicinity of the proposed power plant; and an inadequate cumulative impacts analysis. Therefore, the Tuscarora Field Office has cooperated in the preparation of an Environmental Assessment by the Department of Energy, which is proposing to guarantee a loan for the project, to address the deficiencies in the 2008 EA.

BLM was fully engaged in the preparation of the DOE/EA - 1849. BLM has evaluated all the information in DOE/EA - 1849 and has ensured that all BLM procedures and concerns have been addressed and all BLM requirements have been satisfied. Together, the DOE EA 1849 and BLM's 2008 EA for the transmission line and access road provide full disclosure of the impacts of the proposed transmission line and a sufficient hard look at the environmental impacts to permit the authorized officer to reach a reasoned decision.

Decision

It is my decision to authorize a FLPMA grant for two Right-of-Ways under the 43 CFR 2800 regulations to ORNI 42 and ORNI49 for 1) those portions of a 24.5 mile 120 kV transmission line corridor and 2) a 2.5 mile access road that cross BLM land as identified in applications NVN-89519 and NVN-89982, respectively. The transmission line and access road are fully described in BLM/EK/PL-2008/010 and DOE/EA-1849.

Exhibit A provides a preliminary legal description for the public lands encumbered by the Right-of-Ways. Exhibit B provides the terms and conditions that ORNI 42 and ORNI 49 are required to complete or implement upon acceptance of each grant. Exhibits C and D provide the stipulations required for the transmission line ROW grant and the access road ROW grant respectively.

Monitoring

The transmission line and access road will be monitored in compliance with the 43 CFR 2800 regulations. Additional monitoring for noise levels, monitoring for sage grouse lek attendance, and monitoring of certain springs in the area to identify impacts from the use of groundwater are all required. Each is described in Appendix A of DOE/EA-1849. Some details of the requirements are included in Exhibits C and D.

Mitigation

Ormat Nevada, Inc., through its subsidiaries ORNI 42 and ORNI 49, agreed to all measures requested by the BLM and NDOW for environmental protection, including a contingent requirement to replace part of the overhead transmission line with an underground line, and bonding for the costs of the line replacement as well as funding a voluntary conservation fund for sage grouse in the amount of more than \$600,000. As a result of these actions, there was no need for any mitigation and none was proposed.

Rationale

As described in the 2008 EA, the proposed Right-of-Ways are consistent with the BLM Elko Resource Management Plan as well as Elko County plans and federal, state, and county laws and regulations. The geothermal plant, which the transmission line and access road would serve, is consistent with today's aggressive national policy for finding alternative energy sources to substitute for the nation's high level of dependence on fossil fuels.

Although the potential level of impact to greater sage grouse, a Candidate species, remains a concern and will be closely monitored as provided for by Appendix A of the DOE EA, I have concluded that the impacts on sage grouse will be sufficiently reduced, by project design specifications, and the conservation plan funds will provide additional benefits to sage grouse habitat, that approval of the proposed transmission line and access road ROWs, which are a

necessity for the geothermal power plant, is the best management decision considering BLM's mandate and national energy policy.

In addition, I recognize that the geothermal plant is likely to have a limited lifespan. When operation ceases, due to exhaustion of the geothermal resource, the transmission line will be removed and the power plant will be dismantled. The impacts to sage grouse habitat from the project will then come to an end.

Measures taken to protect cultural resources are adequate and are the standard for complying with BLM's responsibilities under Section 106 of the ARPA.

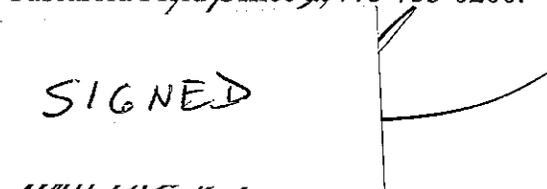
Public Involvement

Both the 2008 EA and the DOE/EZ-1849 were posted on the BLM Elko District Office website for at least 15 days in accordance with BLM Elko District Office policy. No substantive comments on the proposed transmission line and access road were received. The Tuscarora Field Office and its predecessors have conducted Native American consultation since 2002 for the various iterations and proponents of this geothermal project. No issues have been raised regarding the specific impacts of the proposed power plant and transmission line. A press release informing the public of the availability of DOE/EA-1849 was released on July 14, 2011, and a second press release will be released about July 29, 2011, informing the public of this decision.

Effective Date and Appeal Rights

This decision is effective as of the date of my signature below. Anyone who feels they may be adversely affected may appeal this decision to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4. An appeal must be filed within 30 days from receipt or notification of this decision. The appellant has the burden of showing that the decision appealed from is in error. If you wish to file a petition pursuant to regulations at 43 CFR 4.21 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted. Questions related to this decision and the process for appeals may be directed to the Tuscarora Field Office at 775-753-0200.

SIGNED


DAVID OVERCAST, Manager
Tuscarora Field Office

7-29-11

DATE

Exhibit A

Legal Land Descriptions for Transmission Line, NVN 89518 and Access Road, NVN 89982

Mount Diablo Meridian, Nevada

Transmission Line

T. 41N., R. 52E.

sec. 8 NE1/4 SE1/4;

sec. 9 SW1/4;

T. 40N., R. 52E.

sec. 15 NE1/4NE1/4, SW1/4SE1/4;

sec. 22 NW1/4NE1/4, SW1/4NE1/4, NW1/4SE1/4, SW1/4SE1/4;

sec. 27 W1/2E1/2NW1/4NE1/4;

sec. 27 W1/2SW1/4SE1/4;

sec. 34 E1/2W1/2W1/2NE1/4;

T. 39N., R. 52 1/2E.

sec. 12 lot 4;

sec. 13 lots 1, 2, 3, 4;

sec. 24 lot 1;

T. 39N., R. 53E.

sec. 19 SE1/4NW1/4, NE1/4SW1/4, NW1/4NW1/4, SE1/4SE1/4;

sec. 20 SW1/4SW1/4;

sec. 29 N1/2NW1/4;

sec. 30 NE1/4NE1/4;

sec. 28 S1/2SW1/4, SW1/4SW1/4SE1/4;

sec. 33 NE1/4NE1/4NW1/4, N1/2NE1/4;

sec. 34 NW1/4, S1/2NE1/4, NE1/4SE1/4;

sec. 35 N1/2SW1/4, N1/2SE1/4;

sec. 36 N1/2SW1/4, S1/2S1/2NW1/4, N1/2NW1/4SE1/4, SE1/4NE1/4;

T. 39N., R. 54E.

sec. 31 lots 9, 15, 16.

(containing approximately 136.228 acres)

Access Road

T. 41N., R. 52E.

sec. 8 NE1/4SE1/4, SE1/4SE1/4;

sec. 9 SW1/4SW1/4;

(containing approximately 4.936 acres)

Exhibit B

Terms and Conditions Common to both the Transmission Line and the Access Road

- a. This Grant or permit is issued subject to the Grantee's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon Grant termination by the Authorized Officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the Authorized Officer.
- c. Each Grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the Authorized Officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a Right-of-Way or permit granted herein may be reviewed at any time deemed necessary by the Authorized Officer.
- d. The stipulations set forth in Exhibit A, dated July 20, 2011, are incorporated into and made a part of this Grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the Grantee to comply with applicable laws or any provision of this Right-of-Way Grant or permit shall constitute grounds for suspension or termination thereof.
- f. The Grantee shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. The Grantee agrees to be responsible for and indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601 *et seq.* or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*) on the Right-of-Way. This agreement applies without regard to whether a release is caused by the Grantee, its agents, or unrelated third parties.

Exhibit C
ORNI 42 & ORNI 49
NVN-089518 Stipulations dated July 29, 2011

The Grantee, by accepting this Right-of-Way (ROW) Grant, agrees and consents to comply with and be bound by the following terms and conditions:

Special Stipulations:

1. The proposed transmission line will cross both public and private lands in Elko County, and supports the Hot Sulphur Springs Geothermal Power Plant on private land. BLM's approval of construction in the public land ROW shall be conditioned upon ORNI 42 & ORNI 49 obtaining all necessary permits for construction of the power plant, new road and transmission line on private as well as public lands.
2. Fugitive dust will be specifically addressed in the Fugitive Dust Control Plan portion of the Nevada Division of Environmental Protection (NDEP) Surface Disturbance Permit application. ORNI 42 & ORNI 49 will implement an ongoing program to control fugitive dust from disturbed areas using Best Management Practices (BMPs).
3. The portion of the transmission line that crosses Harrington Creek will be constructed under a U.S. Army Corps of Engineers 404 permit, and a Temporary Working in Waterways permit from the NDEP, Bureau of Water Pollution Control.
4. ORNI 42 & ORNI 49 will develop a stormwater management plan pursuant to Nevada Administrative Code (NAC) 445A.236, Stormwater General Permit NVR10000. Activities covered under the permit will identify the proper BMPs to be used at the disturbance sites along the transmission line.
5. If the geothermal plant is expanded, the BLM, because of the potential for additional environmental impacts, especially to sage grouse, will require additional environmental analysis as a condition of this ROW Grant.
6. ORNI 42 & ORNI 49 employees and contractors will close livestock and property boundary gates when traveling through the transmission line corridor for public safety and to ensure livestock are confined to the appropriate allotment/or pasture and property rights are respected.
7. This Grant is conditioned upon all the compliance with all the commitments Ormat Nevada, INC, ORNI 42, and ORNI 49, have made, reasonably related to the transmission road, for the protection of the environment as documented by the Ormat Nevada, Inc. letter attached to this Grant.

8. The Grantee shall submit an acceptable reclamation plan for the entire transmission line and access road that provides for removal of all posts, cables, wires, and related materials, recontouring to approximate preconstruction topography, preparation, including scarifying of areas, including the access road, which need to be revegetated. The BLM requires only that a plan be submitted for the entire transmission line and access road. Reclamation in accordance with the plan will only be required for the public portions of the transmission line and access road.
9. This Grant is contingent upon ORNI 42 & ORNI 49 posting a bond (surety or cash) in the amount of \$1,982,000 with the BLM Nevada State Office in accordance with 43 CFR 2805.12 (g). This bond is a contingent performance bond for removing 8,500 feet of overhead transmission line from the geothermal plant eastwards and replacing the overhead transmission line with an underground line. The replacement will be required if monitoring of sage grouse leks in the area show a decline in attendance of 50% for two years. The details of the requirement and the monitoring are included as Exhibit B to this grant, which is Appendix A of the Environmental Assessment DOE/EA-1849. The bond will be held for five years and if the conditions for which the bond is submitted have not occurred by the end of the fifth year after this grant is signed, the bond will be released to the holder.
10. This Grant is contingent upon ORNI 42 & ORNI 49 posting a bond (surety or cash) in the amount of \$450,000 with the BLM Nevada State Office in accordance with 43 CFR 2805.12 (g). This bond is a performance bond for the removal of those portions of the transmission line on public land and the reclamation of surface disturbance for those portions of the transmission line on public land and the reclamation of those portions of the access road on public land. All reclamation activities, except for monitoring and corrective activities, such as reseeding, will be completed within the first year after permanent cessation of operations at the power plant or within one year of the end of the term of this ROW Grant. Seventy-five percent of the bond amount will be released to the Grantee after the BLM has determined that the transmission line has been removed and all recontouring, scarifying, and seeding have been completed. The remaining twenty-five percent of the bond will be released upon successful completion of revegetation or adequate progress towards completion of revegetation as determined by the Tuscarora Field Office. Successful revegetation includes an acceptable level of control of invasive, non-native weeds. The Grantee shall update this bond every three years of the anniversary of the signing of this grant by the Authorized Officer and submit the update for review and approval by the Tuscarora Field Office. The Grantee will have 30 days to provide additional funds for the bond, if needed. After 30 days the ROW Grant will be suspended, in writing, by the BLM. This single bond applies to and provides the necessary bonding for both ROW Grants NVN-89982 and NVN-89518. Only one bond for \$450,000 is required for the two ROW grants.

11. Monies in the amount of \$622,500 shall be deposited by Ormat Nevada, Inc. or its subsidiaries in an account to provide funds for a Voluntary Conservation Fund for Sage Grouse as described in Exhibit B (which is a copy of Appendix A to Environmental Assessment DOE/EA-1849). The monies shall be deposited within 30 days after the BLM notifies Ormat Nevada, Inc., in writing, of the type of fund and the institution where the fund will be held. This fund provides for both ROW Grants, NVN-89982 and NVN-89518. Only one deposit of \$622,500 is required for both grants.
12. ORNI 42 & ORNI 49 or its successors and assigns will fund an archaeological monitor to inspect historic properties on Federal Lands within the project area between SR 226 and Hot Creek for the duration of the power plant's operating life. Inspections will be on an annual basis for the first four years after completion of the power plant. After the first four years inspections will be biennial. The monitor must hold a Nevada BLM cultural resource use permit and submit an annual/biennial report of the findings. Conditions of each property shall be reported and any changes documented both in narrative form and with maps and photographs. Written notification to the BLM of the results is required within 7 days of completion of the fieldwork. The full report must follow in 50 days.
13. A Notice to Proceed is hereby issued effective the date of the signing of this grant. All bonds, funding, and reclamation plans required under the terms and conditions in this section must be in-place within 30 days after the signing of this grant, except as specifically provided for above. If these requirements are not completed within 30 days, then the ROW Grant is automatically suspended without further action from the BLM and all work shall cease until the terms and conditions are met. In such case, work will not begin until BLM provides a Notice to Proceed which shall be provided only after all terms and conditions are met.

General Stipulations:

1. To the extent practicable, ORNI 42 and ORNI 49 will comply with all Federal and State laws applicable to the authorized use and such additional Federal and State laws along with the implementing regulations that may be enacted and issued during the term of the Grant.
2. The Grantee shall comply with all applicable federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Grantee shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the permit area or on facilities authorized under this permit. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release

of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

3. The Grantee shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Grantee agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the ROW), the United States against any liability arising from the Grantee's use or occupancy of the ROW, regardless of whether the Grantee has actually developed or caused development to occur on the ROW, from the time of the issuance of this ROW to the Grantee, and during the term of this ROW. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Grantee, its agents, contractors, or third parties. If the liability is caused by third parties, the Grantee will pursue legal remedies against such third parties as if the Grantee were the fee owner of the ROW. Notwithstanding any limits to the Grantee's ability to indemnify and hold harmless the United States which may exist under state law, the Grantee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Grantee's use or occupancy of the ROW regardless of whether the Grantee has actually developed or caused development to occur on the ROW from the time of the issuance of this ROW to the Grantee and during the term of this ROW.
4. The Grantee of this ROW Grant or their successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
5. The Grantee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this Grant.
6. That in operation, maintenance, and termination of the authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, or national origin and all subcontracts shall include an identical provision.

7. In case of change of address, phone number, or contact person the lessee shall immediately notify the Authorized Officer.
8. The Grantee shall designate a representative(s) who shall have the authority to act upon and implement instructions from the Authorized Officer. The Grantee's representative shall be available for communication with the Authorized Officer within a reasonable time when construction or other surface disturbing activities are underway.
9. Disturbance will be minimized to the extent possible during construction through use of existing roads and overland travel to access transmission line sites.
10. Disturbance associated with the installation of the poles for the transmission line will be re-vegetated as soon as environmental conditions are favorable for vegetative growth.
11. Seeded areas will be monitored annually for three years, or until successful revegetation has been achieved, to identify areas that may need additional seed application or treatment for noxious weeds.
12. The Grantee shall conduct all activities associated with the construction, operation, maintenance, and termination of the facilities, improvements, and structures within the ROW limits. If at any time the Grantee wishes to reconstruct, remodel or relocate any portion of the ROW, or the improvements, prior written approval must be obtained from the Authorized Officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulations. A copy of the complete ROW Grant, including all stipulations, attachments, and approved plans of development, shall be made available to the Authorized Officer on the ROW area during construction.
13. The Grantee shall conduct all activities associated with the construction, operation, maintenance, and termination in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate re-growth of vegetation. The Grantee shall take resource conservation and protection measures on the ROW as the Authorized Officer deems reasonably necessary. Areas disturbed during maintenance outside of the existing road and shoulder shall be reseeded with a seed mixture and rate of success to be determined by the Authorized Officer.
14. The Grantee shall provide for the safety of the public entering the ROW. This includes, but is not limited to barricades for open trenches, flagmen/women with communication systems for single-lane roads without inter-visible turnouts, and attended gates for blasting operations.

15. Road maintenance and any associated costs will be the responsibility of the holder and any other existing or future holders associated with the proposed ROW. The Grantee shall maintain the ROW in a safe, usable condition, as directed by the Authorized Officer.
16. Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the Authorized Officer.
17. All design, material, construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
18. Lessee shall limit excavation to the areas of construction. All waste material resulting from construction or use of the site by the Grantee shall be removed from the site and disposed of promptly at an appropriate waste disposal site. Construction site shall be maintained in a sanitary condition at all times. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
19. No structure or other physical improvement may be altered or replaced without the written consent of the Authorized Officer. If allowed, the Authorized Officer shall specify the period of time allowed for the removal or modification of such structures. Grantee may be granted additional time for such removal or modification only upon written consent of the Authorized Officer.
20. The Grantee may not install fence without the consent of the Authorized Officer. Damage to existing fences caused by the Grantee must be repaired immediately to BLM standards.
21. Prior to termination of the ROW or a portion of the ROW, the Grantee shall contact the Authorized Officer approximately 180 days prior to expiration to arrange a pre-termination conference. This conference will be to discuss rehabilitation options to return the area to productive wildlife habitat. If the Grant is to be renewed an application for renewal must be received 180 days prior to the expiration of the Grant.
22. The Authorized Officer may suspend or terminate in whole or in part this ROW Grant 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.
23. The BLM reserves the right to grant additional ROWs or permits for compatible use on, over, under, or adjacent to the land involved in this Grant.

24. In the event that the public land underlying the ROW NVN-083204 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 ROW, or 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 Grantee 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 ROW, 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 Grantee.

Cultural:

25. BLM cultural resource specialists, accompanied by designated tribal observers when appropriate, may periodically visit sensitive cultural locations within or near the construction boundaries. Native American consultation and monitoring by BLM and Tribal Cultural Resource Specialists will occur when deemed necessary throughout the life of a project to ensure that any identified traditional cultural properties are not deteriorating.
26. If human remains or other items of importance to Native Americans, or any previously unidentified cultural (archaeological or historical) resources or vertebrate paleontological resources are discovered during the conduct of activities under the approved plan, the proponent would immediately cease all activities within 300 feet of the discovery, insure that the discovery is appropriately protected and immediately notify the BLM by telephone, followed by written confirmation. Work shall not resume within the avoidance area and the discovery shall be protected until the BLM Authorized Officer issues a Notice to Proceed.
27. Any suspected cultural object, site, Native American funerary item, sacred object, or human remains discovered during construction will be reported immediately to the BLM Authorized Officer by telephone and with written confirmation. Work will be suspended in the immediate area of such a discovery until it is evaluated by the BLM, and until the BLM gives authorization to recommence work in the area. An archaeological monitor, funded by ORNI 42 & ORNI 49 would be present during earth disturbing

activities at eligible or unevaluated cultural resource sites located within 300 feet of the project.

28. Prior to construction, ORNI 42 & ORNI 49 will train workers regarding the potential to encounter historic or prehistoric sites and objects, the proper procedures in the event that cultural items are encountered, prohibitions on artifact collection, and prohibitions on disclosing the location of culturally sensitive areas.
29. If avoidance is not practical or adverse effects cannot be effectively mitigated through avoidance, ORNI 42 & ORNI 49 would conduct data recovery in conformance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716) or undertake other appropriate mitigation agreed to by BLM and the SHPO.
30. A 30-meter buffer zone will be established around eligible and potentially eligible cultural resource sites near the transmission line corridor, including where it connects to the Hot Sulphur Springs Geothermal Power Plant and along access routes, to protect the sites during construction. Construction activities will not encroach into the buffer zone unless appropriately mitigated per the approved treatment plan.
31. Measures stipulated by the BLM in consultation with the Nevada State Historic Preservation Officer (SHPO) and, as appropriate, Indian tribes, must be put in place to mitigate or lessen adverse effects to historic properties, and cultural, traditional, spiritual and/or sacred resources and sacred sites in compliance with Section 106 of the NHPA, the Native American Grave Protection and Repatriation Act, the American Indian Religious Freedom Act and E.O.13007 (Sacred Sites). Effects to be considered in addition to physical impacts include those that might be adverse to the setting, feeling and association of ranch complexes and other historic structures in the project viewshed.
32. Cultural resource protection measures apply to the construction of the power plant; commencement of earth disturbing activities in the project area deemed to be part of the federal undertakings for the project under the National Historic Preservation Act (NHPA); ORNI 42 & ORNI 49 must insure that all project areas have been inventoried for cultural resources. ORNI 42 & ORNI 49 will inventory and avoid, to the extent possible, National Historic Register eligible and potentially eligible cultural resource sites through design, construction, and operation of the transmission line and access routes.
33. ORNI 42 & ORNI 49 will not disturb, alter, injure or destroy any scientifically important paleontological remains; or any historical or archaeological site, structure, building, object or artifact within the project area or on surrounding lands. The Grantee will be responsible for ensuring

that its employees, contractors or any others associated with the project do not collect artifacts, or damage or vandalize archaeological, historical or during the period of construction, operation, maintenance or rehabilitation due to the unauthorized, inadvertent or negligent actions of the proponent or any other project personnel, the proponent shall be responsible for costs of rehabilitation or mitigation. Individuals involved in illegal activities may be subject to penalties under the Archaeological Resources Protection Act, Federal Land Management Policy Act, Native American Graves and Repatriation Act and other applicable statutes.

34. All cultural resource sites or properties eligible to the National Register of Historic Places (NRHP) will be avoided where possible. NRHP properties which cannot be avoided will be mitigated in conformance with the Memorandum of Agreement between BLM, the Nevada State Historic Preservation Office and the Advisory Council on Historic Preservation as executed on November 8, 1988.
35. The construction and maintenance of the transmission line and power plant will be conducted in an appropriate manner and in accordance with all permits to prevent problems associated with runoff that could affect adjacent cultural sites. This includes the use of BMPs to minimize off-site erosion and sedimentation.

Fire:

36. During the period of May 1, through October 1, of each year, Grantee 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. Report wild land fires immediately to the Elko Interagency Dispatch Center at 775-748-4000.
37. To 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.

Migratory Birds:

38. Construction shall be completed outside of the migratory bird nesting season approximately April 1 through August 15. If construction activities need to occur during the bird nesting season, a preconstruction site survey by a qualified biologist is required. If it is determined that nesting birds are present, a buffer zone would be established and maintained until the young birds have fledged. The size of the buffer zone will remain in place until it is confirmed that the young have fledged.

Noxious & Invasive Species:

39. ORNI 42 & ORNI 49 will implement a monitoring and weed control program along the transmission line corridor and maintenance roads.
40. As directed by the Authorized Officer the Grantee 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 would 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 weed killer, as needed through the length of the right-of-way and three consecutive years after the termination of the grant.
41. To prevent the spread of non-native invasive species and noxious weeds, all vehicles or equipment shall be cleaned of mud, dirt, and plant parts with high-pressure water spray prior to entering the ROW. 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. Equipment shall be washed at a BLM approved cleaning area preferably on a gravelly or rocky site that is not located near a water source. The designated cleaning area shall be monitored and treated for weeds by the Grantee.

Soil:

42. 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 3 inches deep, the soil shall be deemed too wet to adequately support maintenance equipment.

43. In the area of the powerline installation, mitigation measures will include careful compaction of soils to ensure they are similarly compacted to that of adjacent soils to avoid un-even erosion.

Survey Monuments:

44. The Grantee shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office and BLM 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 Grantee shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or BLM ROW monuments or references are obliterated during operations, the Grantee shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Grantee 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 Grantee shall be responsible for the survey cost.

Wildlife:

45. Visual collision deterrent devices (bird flight diverters) will be installed on the transmission line, where the proposed ROW is located near sage grouse leks and on or near riparian and wetland areas, to reduce potential collisions associated with birds flying into the line. Flight diverter devices and predatory bird perching and nesting deterrents will be tailored to site-specific conditions, such as average wind speed and line height, and will conform to SPPCo specifications. These devices will be maintained, or replaced as necessary, for the life of the project. This includes the following locations and approximate distances:
 - Tuscarora Facility to 0.25-mile south of Mill Cr drainage (Poles #1 to 130): 9.2 miles
 - Across Starvation Canyon drainage area (Poles #199 to 202): 0.47-mile
 - Across Waterpipe Canyon drainage area (Poles #225 to 227): 0.28-mile
 - North of Taylor Summit area leks (Poles #237 to 264): 2.0-mile

46. ORNI 42 & ORNI 49 will avoid construction of the transmission line in areas within two miles of sage grouse leks during the mating season and brood rearing (March 1 through May 15).
47. ORNI 42 & ORNI 49 will install anti-perching devices on the transmission line poles to discourage the perching and nesting of raptors, ravens, and crows.
48. Single pole structures with no cross bars will be used to prevent perching and nesting opportunities for raptors, ravens, and crows.
49. If construction activities occur during the Sage-grouse strutting season (March 1 through May 15), a preconstruction site survey by a qualified biologist will be required. If it is determined that nesting birds are present, a buffer zone of 0.5-mile would be established and no surface-disturbing activities will occur until the nest is vacated. No construction will occur between 7:00 PM and 10:00 AM (Pacific Time) during strutting season to avoid Sage-grouse disturbance.

As-built Drawing

50. An as-built drawing of the location of the transmission line, with corridor side boundaries shown, shall be submitted to the Tuscarora Field Office upon completion of construction of the transmission line.

Exhibit D
ORNI 42 & ORNI 49
NVN-089982 Stipulations dated July 29, 2011

The Grantee, by accepting this Right-of-Way (ROW) Grant, agrees and consents to comply with and be bound by the following terms and conditions:

Special Stipulations:

1. The proposed access road will cross both public and private lands in Elko County, and will support the Hot Sulphur Springs Geothermal Power Plant on private land. BLM's approval of construction in the public land ROW shall be conditioned upon ORNI 42 & ORNI 49 obtaining all necessary permits for construction of the power plant, new road and transmission line on private as well as public lands.
2. Fugitive dust will be specifically addressed in the Fugitive Dust Control Plan portion of the Nevada Division of Environmental Protection (NDEP) Surface Disturbance Permit application. ORNI 42 & ORNI 49 will implement an ongoing program to control fugitive dust from disturbed areas using Best Management Practices (BMPs).
3. The portion of the access road that crosses Harrington Creek will be constructed under a U.S. Army Corps of Engineers 404 permit, and a Temporary Working in Waterways permit from the NDEP, Bureau of Water Pollution Control.
4. ORNI 42 & ORNI 49 will develop a stormwater management plan pursuant to Nevada Administrative Code (NAC) 445A.236, Stormwater General Permit NVR10000. Activities covered under the permit will identify the proper BMPs to be used at the disturbance sites along the access road.
5. If the geothermal plant is expanded, the BLM, because of the potential for additional environmental impacts, especially to sage grouse, will require additional environmental analysis as a condition of this ROW Grant.
6. ORNI 42 & ORNI 49 employees and contractors will close livestock and property boundary gates when traveling through the access road corridor for public safety and to ensure livestock are confined to the appropriate allotment/or pasture and property rights are respected.
7. This Grant is conditioned upon all the compliance with all the commitments Ormat Nevada, INC, ORNI 42, and ORNI 49, have made, reasonably related to the access road, for the protection of the environment as documented by the Ormat Nevada, INC. letter attached to this Grant.
8. The Grantee shall submit an acceptable reclamation plan for the entire transmission line and access road that provides for removal of all posts, cables, wires, and related materials, recontouring to approximate preconstruction topography, preparation, including scarifying of areas, including the access road, which need to be revegetated. The BLM requires only that a plan be submitted for the entire transmission line and access road. Reclamation in accordance with the plan will only be required for the public portions of the transmission line and access road.

9. This Grant is contingent upon ORNI 42 & ORNI 49 posting a bond (surety or cash) in the amount of \$450,000 with the BLM Nevada State Office in accordance with 43 CFR 2805.12 (g). This bond is a performance bond for the removal of those portions of the transmission line on public land and the reclamation of surface disturbance for those portions of the transmission line on public land and the reclamation of those portions of the access road on public land. All reclamation activities, except for monitoring and corrective activities, such as reseeding, will be completed within the first year after permanent cessation of operations at the power plant or within one year of the end of the term of this ROW Grant. Seventy-five percent of the bond amount will be released to the Grantee after the BLM has determined that the transmission line has been removed and all recontouring, scarifying, and seeding have been completed. The remaining twenty-five percent of the bond will be released upon successful completion of revegetation or adequate progress towards completion of revegetation as determined by the Tuscarora Field Office. Successful revegetation includes an acceptable level of control of invasive, non-native weeds. The Grantee shall update this bond every three years of the anniversary of the signing of this grant by the Authorized Officer and submit the update for review and approval by the Tuscarora Field Office. The Grantee will have 30 days to provide additional funds for the bond, if needed. After 30 days the ROW Grant will be suspended, in writing, by the BLM. This single bond applies to and provides the necessary bonding for both ROW Grants NVN-89982 and NVN-89518.
10. Monies in the amount of \$622,500 shall be deposited by Ormat Nevada, Inc. or its subsidiaries in an account to provide funds for a Voluntary Conservation Fund for Sage Grouse as described in Exhibit B (which is a copy of Appendix A to Environmental Assessment DOE/EA-1849). The monies shall be deposited within 30 days after the BLM notifies Ormat Nevada, Inc., in writing, of the type of fund and the institution where the fund will be held.
11. A Notice to Proceed is hereby issued effective the date of the signing of this grant. All bonds, funding, and reclamation plans required under the terms and conditions in this section must be in-place within 30 days after the signing of this grant, except as specifically provided for above. If these requirements are not completed within 30 days, then the ROW Grant is automatically suspended without further action from the BLM and all work shall cease until the terms and conditions are met. In such case, work will not begin until BLM provides a Notice to Proceed which shall be provided only after all terms and conditions are met.

General Stipulations:

12. To the extent practicable, ORNI 42 and ORNI 49 will comply with all Federal and State laws applicable to the authorized use and such additional Federal and State laws along with the implementing regulations that may be enacted and issued during the term of the Grant.
13. The Grantee shall comply with all applicable federal laws and regulations existing or hereafter enacted or promulgated. In any event, the Grantee shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et. seq.) with regard to any toxic substances that are used, generated by or stored on the permit area or on facilities authorized under this permit. (See 40 CFR, Part 702-799 and

especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193). Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

14. The Grantee shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Grantee agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the ROW), the United States against any liability arising from the Grantee's use or occupancy of the ROW, regardless of whether the Grantee has actually developed or caused development to occur on the ROW, from the time of the issuance of this ROW to the Grantee, and during the term of this ROW. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Grantee, its agents, contractors, or third parties. If the liability is caused by third parties, the Grantee will pursue legal remedies against such third parties as if the Grantee were the fee owner of the ROW. Notwithstanding any limits to the Grantee's ability to indemnify and hold harmless the United States which may exist under state law, the Grantee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Grantee's use or occupancy of the ROW regardless of whether the Grantee has actually developed or caused development to occur on the ROW from the time of the issuance of this ROW to the Grantee and during the term of this ROW.
15. The Grantee of this ROW Grant or their successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
16. The Grantee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this Grant.
17. That in operation, maintenance, and termination of the authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, or national origin and all subcontracts shall include an identical provision.
18. In case of change of address, phone number, or contact person the lessee shall immediately notify the Authorized Officer.
19. The Grantee shall designate a representative(s) who shall have the authority to act upon and implement instructions from the Authorized Officer. The Grantee's representative shall be available for communication with the Authorized Officer within a reasonable time when construction or other surface disturbing activities are underway.

20. The Grantee shall conduct all activities associated with the construction, operation, maintenance, and termination of the facilities, improvements, and structures within the ROW limits. If at any time the Grantee wishes to reconstruct, remodel or relocate any portion of the ROW, or the improvements, prior written approval must be obtained from the Authorized Officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulations. A copy of the complete ROW Grant, including all stipulations, attachments, and approved plans of development, shall be made available to the Authorized Officer on the ROW area during construction.
21. The Grantee shall conduct all activities associated with the construction, operation, maintenance, and termination in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate re-growth of vegetation. The Grantee shall take resource conservation and protection measures on the ROW as the Authorized Officer deems reasonably necessary. Areas disturbed during maintenance outside of the existing road and shoulder shall be reseeded with a seed mixture and rate of success to be determined by the Authorized Officer.
22. The access road will be maintained on a regular basis to minimize dust and provide for safe travel conditions.
23. Disturbance associated with the installation of the access road will be re-vegetated as soon as environmental conditions are favorable for vegetative growth.
24. Seeded areas will be monitored annually for three years, or until successful revegetation has been achieved, to identify areas that may need additional seed application or treatment for noxious weeds.
25. The Grantee shall provide for the safety of the public entering the ROW. This includes, but is not limited to barricades for open trenches, flagmen/women with communication systems for single-lane roads without inter-visible turnouts, and attended gates for blasting operations.
26. Road maintenance and any associated costs will be the responsibility of the holder and any other existing or future holders associated with the proposed ROW. The Grantee shall maintain the ROW in a safe, usable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, blading ditching, culvert installation and surfacing.
27. Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the Authorized Officer.
28. All design, material, construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
29. Lessee shall limit excavation to the areas of construction. All waste material resulting from construction or use of the site by the Grantee shall be removed from the site and disposed of promptly at an appropriate waste disposal site. Construction site shall be maintained in a sanitary condition at all times. "Waste" means all

discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.

30. No structure or other physical improvement may be altered or replaced without the written consent of the Authorized Officer. If allowed, the Authorized Officer shall specify the period of time allowed for the removal or modification of such structures. Grantee may be granted additional time for such removal or modification only upon written consent of the Authorized Officer.
31. The Grantee may not install fence without the consent of the Authorized Officer. Damage to existing fences caused by the Grantee must be repaired immediately to BLM standards.
32. Prior to termination of the ROW or a portion of the ROW, the Grantee shall contact the Authorized Officer approximately 180 days prior to expiration to arrange a pre-termination conference. This conference will be to discuss rehabilitation options to return the area to productive wildlife habitat. If the Grant is to be renewed an application for renewal must be received 180 days prior to the expiration of the Grant.
33. The Authorized Officer may suspend or terminate in whole or in part this ROW Grant 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.
34. The BLM reserves the right to grant additional ROWs or permits for compatible use on, over, under, or adjacent to the land involved in this Grant.
35. In the event that the public land underlying the ROW NVN-089982 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 ROW, or 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 Grantee 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 ROW, 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 Grantee.

Cultural:

36. Indirect impacts to cultural resources resulting from increased human activity will be mitigated through limiting public use of the access road.

37. BLM cultural resource specialists, accompanied by designated tribal observers when appropriate, may periodically visit sensitive cultural locations within or near the construction boundaries. Native American consultation and monitoring by BLM and Tribal Cultural Resource Specialists will occur when deemed necessary throughout the life of a project to ensure that any identified traditional cultural properties are not deteriorating.
38. If human remains or other items of importance to Native Americans, or any previously unidentified cultural (archaeological or historical) resources or vertebrate paleontological resources are discovered during the conduct of activities under the approved plan, the proponent would immediately cease all activities within 300 feet of the discovery, insure that the discovery is appropriately protected and immediately notify the BLM by telephone, followed by written confirmation. Work shall not resume within the avoidance area and the discovery shall be protected until the BLM Authorized Officer issues a Notice to Proceed.
39. Any suspected cultural object, site, Native American funerary item, sacred object, or human remains discovered during construction will be reported immediately to the BLM Authorized Officer by telephone and with written confirmation. Work will be suspended in the immediate area of such a discovery until it is evaluated by the BLM, and until the BLM gives authorization to recommence work in the area. An archaeological monitor, funded by ORNI 42 & ORNI 49 would be present during earth disturbing activities at eligible or unevaluated cultural resource sites located within 300 feet of the project.
40. Prior to construction, ORNI 42 & ORNI 49 will train workers regarding the potential to encounter historic or prehistoric sites and objects, the proper procedures in the event that cultural items are encountered, prohibitions on artifact collection, and prohibitions on disclosing the location of culturally sensitive areas.
41. If avoidance is not practical or adverse effects cannot be effectively mitigated through avoidance, ORNI 42 & ORNI 49 would conduct data recovery in conformance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716) or undertake other appropriate mitigation agreed to by BLM and the SHPO.
42. A 30-meter buffer zone will be established around eligible and potentially eligible cultural resource sites near the access road corridor, including where it connects to the Hot Sulphur Springs Geothermal Power Plant and along access routes, to protect the sites during construction. Construction activities will not encroach into the buffer zone unless appropriately mitigated per the approved treatment plan.
43. Measures stipulated by the BLM in consultation with the Nevada State Historic Preservation Officer (SHPO) and, as appropriate, Indian tribes, must be put in place to mitigate or lessen adverse effects to historic properties, and cultural, traditional, spiritual and/or sacred resources and sacred sites in compliance with Section 106 of the NHPA, the Native American Grave Protection and Repatriation Act, the American Indian Religious Freedom Act and E.O.13007 (Sacred Sites). Effects to be considered in addition to physical impacts include those that might be adverse to the setting, feeling and association of ranch complexes and other historic structures in the project viewshed.

44. Cultural resource protection measures apply to the construction of the power plant, commencement of earth disturbing activities in the project area deemed to be part of the federal undertakings for the project under the National Historic Preservation Act (NHPA); ORNI 42 & ORNI 49 must insure that all project areas have been inventoried for cultural resources. ORNI 42 & ORNI 49 will inventory and avoid, to the extent possible, National Historic Register eligible and potentially eligible cultural resource sites through design, construction, and operation of the access road.
45. ORNI 42 & ORNI 49 will not disturb, alter, injure or destroy any scientifically important paleontological remains; or any historical or archaeological site, structure, building, object or artifact within the project area or on surrounding lands. The Grantee will be responsible for ensuring that its employees, contractors or any others associated with the project do not collect artifacts, or damage or vandalize archaeological, historical or during the period of construction, operation, maintenance or rehabilitation due to the unauthorized, inadvertent or negligent actions of the proponent or any other project personnel, the proponent shall be responsible for costs of rehabilitation or mitigation. Individuals involved in illegal activities may be subject to penalties under the Archaeological Resources Protection Act, Federal Land Management Policy Act, Native American Graves and Repatriation Act and other applicable statutes.
46. All cultural resource sites or properties eligible to the National Register of Historic Places (NRHP) will be avoided where possible. NRHP properties which cannot be avoided will be mitigated in conformance with the Memorandum of Agreement between BLM, the Nevada State Historic Preservation Office, the Advisory Council on Historic Preservation and the operator as executed on November 8, 1988.
47. The construction and maintenance of the access road and power plant will be conducted in an appropriate manner and in accordance with all permits to prevent problems associated with runoff that could affect adjacent cultural sites. This includes the use of BMPs to minimize off-site erosion and sedimentation.

Fire:

48. During the period of May 1, through October 1, of each year, Grantee 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. Report wild land fires immediately to the Elko Interagency Dispatch Center at 775-748-4000.
49. To 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.

Migratory Birds:

50. Construction shall be completed outside of the migratory bird nesting season approximately April 1 through August 15. If construction activities need to occur during the bird nesting season, a preconstruction site survey by a qualified biologist is required. If it is determined that nesting birds are present, a buffer zone would be established and maintained until the young birds have fledged. The size of the buffer zone will remain in place until it is confirmed that the young have fledged.

Noxious & Invasive Species:

51. ORNI 42 & ORNI 49 will implement a monitoring and weed control program along the access road.
52. As directed by the Authorized Officer the Grantee 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 would 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 weed killer, as needed through the length of the right-of-way and three consecutive years after the termination of the grant.
53. To prevent the spread of non-native invasive species and noxious weeds, all vehicles or equipment shall be cleaned of mud, dirt, and plant parts with high-pressure water spray prior to entering the ROW. 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. Equipment shall be washed at a BLM approved cleaning area preferably on a gravelly or rocky site that is not located near a water source. The designated cleaning area shall be monitored and treated for weeds by the Grantee.

Soil:

54. 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 3 inches deep, the soil shall be deemed too wet to adequately support maintenance equipment.

Survey Monuments:

55. The Grantee shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office and BLM 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 Grantee shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority if known. Where General Land Office or BLM ROW monuments or references are obliterated during operations, the Grantee shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Grantee 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 Grantee shall be responsible for the survey cost.

Wildlife:

56. ORNI 42 & ORNI 49 will avoid construction of the access road in areas within two miles of the sage grouse leks during the mating season and brood rearing (March 1 through May 15).
57. If construction activities occur during the Sage-grouse strutting season (March 1 through May 15), a preconstruction site survey by a qualified biologist will be required. If it is determined that nesting birds are present, a buffer zone of 0.5-mile would be established and no surface-disturbing activities will occur until the nest is vacated. No construction will occur between 7:00 PM and 10:00 AM (Pacific Time) during strutting season to avoid Sage-grouse disturbance.

As-built Drawing

58. An as-built drawing of the location of the access road shall be submitted to the Tuscarora Field Office upon completion of construction of the access road.