

Attachment A

FORM 2800-14
(August 1985)

Issuing Office
Buffalo Field Office

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

SERIAL NUMBER WYW177061
(Montana MTM98321)
(North Dakota NDM98321)

1. A right-of-way is hereby granted pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185).

2. Nature of Interest:

a. By this instrument, the holder:

Bison Pipeline LLC
717 Texas, Suite 26260
Houston, TX 77002-2761

receives a right to construct, operate, maintain and terminate a (n) Natural Gas transmission pipeline, on public lands described as follows:

See Exhibit A

b. The pipeline right-of-way granted herein is 50 feet wide, 24.9 miles long, containing 150.66 acres, more or less. Also granted are access road rights-of-way to above ground facilities 25 feet wide, 4.1 miles long, containing 12.31 acres.

This grant also includes the following Temporary Use Permits (TUP) for a **three** year term from the effective date of this right-of-way grant for the following facilities:

1. A TUP for an additional 70 feet of extra construction width and snow removal, along the 24.9 miles of the length of the pipeline right-of-way is totaling 202.42 acres.
2. A TUP for 225 additional extra work spaces at water body and wetland crossings, road crossings, truck turn-around, staging areas, etc. varying in size, containing approximately 41.62 acres. These extra work spaces are in addition to the aforementioned 70 feet of extra construction width.
3. A TUP for temporary access roads 25 feet wide, 22.67 miles long and containing 68.65 acres, more or less.

c. This instrument shall terminate on December 31, 2039, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of

any applicable Federal law or regulation.

- d. This instrument May be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued 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, plans, maps, or designs set forth in Exhibit(s) B, Conditions of Approval, dated May 4th, and C, dated May 10, 2010, Plan of Development, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder 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 holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) 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 right-of-way or on facilities authorized under this right-of-way grant. (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.
- h. The holder agrees to 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 of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
- i. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer 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.
- j. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a Pesticide Use Proposal plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
- k. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
- l. The holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall

immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

- m. The holder of this right-of-way grant or the holder's 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 Interior issued pursuant thereto.
- n. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the plan of development which was approved and made part of the grant on May 4, 2010. Any relocation, additional construction, or use that is not in accord with the approved plan of development, or specialized plans contained shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved plan of development, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
- o. The holder shall contact the authorized officer at least **three** days prior to the anticipated start of construction and/or any surface disturbing activities. The authorized officer may require and schedule a pre-construction conference with the holder prior to the holder's commencing construction and/or surface disturbing activities on the right-of-way. The holder and/or his representative shall attend this conference. The holder's contractor, or agents involved with construction and/or any surface disturbing activities associated with the right-of-way, shall also attend this conference to review the stipulations of the grant including the plans of development.
- p. Sixty days prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. 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.
- q. The holder shall conduct all activities associated with the construction, operation and termination of the right-of-way within the authorized limits of the right-of-way.
- r. Frozen soil or soil mixed with snow will not be used in construction.
- s. For the purpose of determining joint maintenance responsibilities, the holder shall make road use plans known to all other authorized users of the road. Holder shall provide the authorized officer,

within 30 days from the date of the grant, with the names and addresses of all parties notified, dates of notification, and method of notification. Failure of the holder to share proportionate maintenance costs on the common use access road in dollars, equipment, materials, or manpower with other authorized users may be adequate grounds to terminate the right-of-way grant. The determination as to whether this has occurred and the decision to terminate shall rest with the authorized officer. Upon request, the authorized officer shall be provided with copies of any maintenance agreement entered into.

- t. All above-ground structures not subject to safety requirements shall be painted by the holder to blend with the natural color of the landscape. The paint used shall be a color which simulates "Standard Environmental Colors" designated by the Rocky Mountain Five-State Interagency Committee. The color selected for this pipeline is Covert Green.

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this right-of-way grant WYW177061.

(Signature of Holder)

(Signature of Authorized Officer)

(Title)

Field Manager
(Title)

(Date)

(Effective Date of Grant)

Exhibit A, List of All Federal Lands

6th Principal Meridian, Campbell County, Wyoming

- T. 58 N., R. 70 W.,
 - Sec. 26: NWSE, SWNE;
 - Sec. 27: SWSE;
 - Sec. 28: SESW, S2SE;
 - Sec 31: Lot 12;
 - Sec. 32: Lot 4;
 - Sec. 33 Lot 2;
- T. 57 N., R. 71 W.,
 - Sec. 1: Lot 5;
- T. 52 N., R. 74 W.,
 - Sec. 30: Lots 9-10, 15-17;
- T. 53 N., R. 74 W.,
 - Sec. 15: Lot 5;
- T. 54 N., R. 74 W.,
 - Sec. 15: Lot 16;
- T. 56 N., R. 74 W.,
 - Sec. 13: Lot 9;
- T. 51 N., R. 75 W.,
 - Sec. 1: Lots 5, 12, 13;
 - Sec. 24: Lot 3;
- T. 52 N., R. 75 W.,
 - Sec. 25: Lots 9, 10, 15;

MPM Principal Meridian, Powder River County, Montana

- T. 9 S., R. 53 E.,
 - Sec. 15: W2NE, NENW;
 - Sec. 35: Lots 5, 12;
- T. 9 S., R. 54 E.,
 - Sec. 10: SWNW;
 - Sec. 13: SESE;
 - Sec. 23: NENE;
 - Sec. 24: NENE;

MPM Principal Meridian, Carter County, Montana

- T. 8 S., R. 55 E.,
 - Sec. 25: E2NE SWNE;
- T. 9 S., R. 55 E.,
 - Sec. 6: NESE;
 - Sec. 18: SWNE, NESE;
- T. 6 S., R. 56 E.,
 - Sec. 35: NENW;
- T. 8 S., R. 56 E.,

Sec. 19: Lots 1-4, E2W2;
 Sec. 30: W2NE;
 T. 4 S., R. 57 E.,
 Sec. 23: S2SE, NESE;
 Sec. 27: SESE;
 Sec. 34: Lot 2, E2NE, NWSE, SWNE;
 T. 5 S., R. 57 E.,
 Sec. 3: Lots 3, 4, SWNW, SWSW;
 Sec. 4: SESE, NESE, SENE;
 Sec. 8: SESE;
 Sec. 9: W2SW, E2NW, NESW, NWNE;
 Sec. 10: W2NE, SENE, N2NW;
 Sec. 11: SWNW, NWSW, S2S2;
 Sec. 13: NWSE;
 Sec. 14: N2NE;
 Sec. 17: N2NE, SWNE, NESW, S2SW, NWSE;
 Sec. 19: SENE, NESE, W2SE;
 Sec. 20: W2NW, SENW;
 T. 5 S., R. 58 E.,
 Sec. 7: SE;
 T. 6 S., R. 57 E.,
 Sec. 7: Lot 4;
 T. 3 S., R. 58 E.,
 Sec. 1: Lot 3, S2NW, NWSW, NWNE;
 Sec. 2: S2SE, NESE;
 Sec. 11: N2SW, SENW, SWNE, N2NE;
 Sec. 22: S2SW, NESW, SWNE;
 Sec. 27: NWNW;
 Sec. 28: E2NE, SWNE, E2SW, NWSE;
 Sec. 29: SWNW, SENW, SWNE, SENE;
 Sec. 30: Lot 3 & 4, E2SW, NWSE, SWNE, SENE, SWSE;
 Sec. 31: NE;
 Sec. 32: SENE, NW, E2SW, SE;
 Sec. 33: W2NW, NENW, SWSW;
 T. 4 S., R. 58 E.,
 Sec. 4: Lots 1-4, SENE;
 Sec. 5: Lot 2;
 Sec. 29: S2SW, NWSW, SWSE, SWNW;
 Sec. 30: Lot 1, S2NE, SENW, NENW;
 Sec. 32: NESE, SENE, W2NE;
 Sec. 33: Lot 1, N2SW;
 Sec. 34: Lot 4, NE, NESW, NWSE;
 Sec. 35: NWNW;
 T. 5 S., R. 58 E.,
 Sec. 8: SW;
 T. 2 S., R. 59 E.,

Sec. 20: SESW, W2SE, NESE, E2NE, SESE;
Sec. 21: NWNW, NENW, SWSW;
Sec. 28: NWNW, NENW;
Sec. 29: NWSW, N2NW, NENW;
Sec. 30: Lots 2-4;

MPM Principal Meridian, Fallon County, Montana

T. 3 N., R 61 E.,

Sec. 1: SWSW;
Sec. 2: NESW;
Sec. 3: Lot 1;
Sec. 4: Lot 4;
Sec. 5: Lots 1-3;
Sec. 11: E2SE;
Sec. 12: NWNW;

5th Principal Meridian, Bowman County, North Dakota

T. 131 N., R. 105 W.,

Sec. 34: N2SE, SENE;

T. 129 N., R. 106 W.,

Sec. 6: NENE;

T. 130 N., R. 106 W.,

Sec. 17: SESE, SWSE, SESW, NESW;
Sec. 19: W2SW, NESW, SENW, S2NE;
Sec. 20: NW, NWNE, NENE;
Sec. 21: NWNW;
Sec. 31: SWNW, N2SW, NWSE, S2SE;

T. 129 N., R. 107 W.,

Sec. 2: Lot 3;

T. 130 N., R. 107 W.,

Sec. 24: S2SE, NESE, E2SW, SENW;
Sec. 25: W2SW, W2NW, NENW;
Sec. 26: SESE;
Sec. 35: NENE.

**TERMS AND CONDITIONS OF APPROVAL
WYW-177061(MTM-98321 & NDM-98321)**

1. The Holder will not initiate any construction or other surface disturbing activities on the right-of-way (ROW) without prior written authorization of the Authorized Officer (AO). Such authorization will be a written Notice to Proceed (Form 2800-15) issued by the AO or his delegated representative. Each Notice to Proceed (NTP) will authorize construction or use only as therein expressly stated and only for the particular location or use therein described, i.e., a construction spread by number or compressor station by name.
2. The AO will issue a NTP subject to such terms and conditions as deemed necessary when the design, construction, use, and operation proposals are in conformity with the terms and conditions of these stipulations.
3. The holder will obtain all required permits, licenses, and/or approval or consultation from Federal, state, and local government agencies prior to initiating construction on Federal lands. The holder is responsible for ensuring compliance with all applicable regulations and permit conditions prior to the AO issuing NTP.
4. The AO may suspend or terminate (in writing) in whole or in part any NTP 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.
5. The Holder will designate a representative who will have the authority to act upon and to implement instructions from the AO. The Holder's representative will be available for communication with the AO within a reasonable time when construction or other surface-disturbing activities are underway.
6. The holder shall not initiate any construction or other surface disturbing activities as a minor change on the right-of-way without prior written authorization of the Authorized Officer, or his delegate. Such authorization shall be a written Variance. Each Variance shall authorize construction or use only as therein expressly stated and only for the particular location and use therein described.
7. Approved Variances authorize construction or use only as therein expressly stated and only for the particular location, segment, area, or use described. Variances approved under these grant provisions apply only to Federal lands.
8. The Authorized Officer (in writing) may suspend or terminate in whole or in part any Variance which has been approved, 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.

9. The Holder will provide a bond in the amount of \$ 400,000.00, for the following items prior to issuance of a Notice(s) to Proceed:
 - i. Restoration and reclamation of disturbed areas and other requirements relative to the construction phase of the project. Upon completion, or partial completion of construction related reclamation requirements, the AO may reduce or terminate the amount of the bond.
 - ii. Liability for damages or injuries resulting from releases or discharges of hazardous materials.

10. The bond will be released, in whole or in part, as specific tasks are completed and accepted by the BLM. This bond must be maintained in effect until removal of temporary improvements and restoration and reclamation of the ROW has been accepted by the AO.

11. This ROW grant is made subject to the condition that, pursuant to 43 CFR 2885.11(b)(16), the Holder will at all times hold itself out to the public as a common carrier pipeline. The pipeline owners and operators must accept, convey, transport, or purchase without discrimination all oil or gas delivered to the pipeline without regard to where the oil and gas was produced (i.e., whether on Federal or non-federal lands). Where natural gas not subject to state regulatory or conservation laws governing its purchase by pipeline companies is offered for sale, each pipeline company must purchase, without discrimination, any such natural gas produced in the vicinity of the pipeline. Common carrier provisions of this paragraph do not apply to natural gas pipelines operated by a:
 - (i) Person subject to regulation under the Natural Gas Act (15 U.S.C. 717 et seq.);or
 - (ii) Public utility subject to regulation by state or municipal agencies with the authority to set rates and charges for the sale of natural gas to consumers within the state or municipality.

12. To further reduce the spread of invasive and noxious weeds following construction activities inspections for noxious weeds will be conducted each year, along with revegetation monitoring, during the first five years following construction. Thereafter, weed surveys would be conducted at least once every three years for the life of the project. Reports of these surveys would be sent to all BLM field offices and appropriate local weed management authorities.

13. Within 60 days after placing the pipeline in service, the holder will submit to the AO, as-built drawings and a certification of construction verifying that the facility has been constructed (and tested) in accordance with the design, plans, specifications, and applicable laws and regulations.

14. This grant is issued subject to the holder's compliance with the mitigations set forth in the application/plan of development.
15. In the event that the public land underlying the right-of-way (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the right-of-way, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.
16. The holder will strip and segregate all topsoil regardless of depth in Montana.
17. The holder will construct and maintain the access roads to the 9113 Road Manual Standards.
18. The holder will comply with all pertinent state and federal permitting requirements.
19. Construction activity and surface disturbing activity will be prohibited during the periods identified below in the following locations in Montana:

MP 79.66-79.94	Sharp-tailed Grouse Lek	(March 1 to June 15) 2 mile buffer
MP109.85-110.18	Greater Sage Grouse Lek	(March 1 to June 30) 2 mile buffer
MP109.85-110.18	Greater Sage Grouse Lek	(March 1 to June 30) 2 mile buffer
MP109.85-110.18	Sage Grouse Winter Range	(Dec 1 to March 31)
MP119.4-123.10	Sage Grouse Winter Range	(Dec.1 to March 31)
MP120.7-123.12	Big Game Winter Range	(Dec. 1 to March 31)
MP123.32-125.55	Sage grouse Winter Range	(Dec.1 to March 31)
MP123.32-124.6	Big Game Winter Range	(Dec. 1 to March 31)
MP124.69-125.55	Big Game Winter Range	(Dec. 1 to March 31)
MP126.76-127.26	Sage Grouse Winter Range	(Dec. 1 to March 31)
MP126.76-127.76	Big Game Winter Range	(Dec. 1 to March 31)
MP131.60-135.2	Sage Grouse Winter Range	(Dec. 1 to March 31)
MP136.87-139.05	Sage Grouse Winter Range	(Dec. 1 to March 31)
MP136.87-139.05	Big Game Winter Range	(Dec. 1 to March 31)

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| MP138.84-139.05 | Greater Sage Grouse Lek (March 1 to June 30) 2 mile buffer |
| MP139.53-141.37 | Greater Sage Grouse Lek (March 1 to June 30) 2 mile buffer |
| MP139.9-142.49 | Greater Sage Grouse Lek (March 1 to June 30) 2 mile buffer |
| MP139.9-142.49 | Sage Grouse Winter Range (Dec. 1 to March 31) |
| MP139.9-142.49 | Big game winter range (Dec. 1 to March 31) |
| MP141.06-142.49 | Greater Sage Grouse Lek (March 1 to June 30) 2 mile buffer |
| MP141.53-142.49 | Greater Sage grouse Lek (March 1 to June 30) 2mile buffer |
| MP141.72-142.49 | Sharp Tailed Grouse Lek (March 1 to June 15) 2mile buffer |
20. Construction activity and surface disturbing activity will be prohibited during the periods from March 1 to June 15 on all BLM surface in ND except: T. 131 N., R. 105 W., section 34.
21. Construction activity and surface disturbing activity will be prohibited during the periods identified below in the following locations in Wyoming:
- T51N, R75W Sec 1 NESE and part of SENE raptor (Feb. 1 - July 31)
 - T52N, R74W Sec 30 SWSW, NWSW, NESW, SENW sage-grouse (March 1 - June 30)
 - T52N, R74W Sec. 30 NWSW, NESW, SENW raptor (Feb 1 – July 31)
 - T53N, R74W Sec 15 SWNW raptor (Feb 1 – July 31)
 - T56N, R74W Sec 13 NESE sage-grouse (March 1 – June 30)
 - T58N, R70W Sec 32 SWNW sharp-tailed grouse (March 1 - June 30)
 - T58N, R70W Sec 33 NWNE sage-grouse (March 1 – June 30)
 - T58N, R70W Sec 28 SWSE, SESW, SESE sage-grouse (March 1 – June 30)
 - T58N, R70W Sec 27 SWSE sage-grouse (March 1- June 30)
 - T58N, R70W, Sec. 26 NWSE and SWNE sage-grouse (March 1 – June 30)
22. The holder shall submit to the BLM a copy of any Wyoming, Montana and North Dakota Pollution Discharge Elimination System Permit(s) as they become available from the Department of Environmental prior to approval.
23. The holder shall comply with the construction practices and mitigating measures established by 33 CFR 323.4, which sets forth the parameters of the “nationwide permit” required by Section 404 of the Clean Water Act. If the proposed action exceeds the parameters of the nationwide permit, the holder shall obtain an individual permit from the appropriate office of the Army Corps of Engineers and provide the authorized officer with a copy of same. Failure to comply with this requirement shall be cause for suspension or termination of this right-of-way grant.
24. The holder will prior to the start of the restoration activities, and in consultation with the BLM Miles City Field Office, will develop a Monitoring Plan for restoration activities on BLM lands in Montana that is acceptable to the BLM Miles City Field Office.

25. No construction or routine maintenance activities shall be performed on roads during periods when the soil is too wet to adequately support construction equipment or when watershed damage is likely to occur. If such equipment creates ruts in excess of 4 inches deep on roads, the soil shall be deemed too wet to adequately support construction equipment.