

DECISION RECORD

ENVIRONMENTAL ASSESSMENT BLUE MOUNTAIN GEOTHERMAL DEVELOPMENT PROJECT NV-020-08-EA-01

Operations Plan Utilization Plan FLPMA Right-of-Way NVN-082701 and FLPMA Right-of-Way NVN-083479

Compliance/Conformance

Implementation of this decision complies with applicable federal laws and regulations including, but not limited to: National Environmental Policy Act of 1969 (NEPA), Federal Land Policy and Management Act of 1976 (FLPMA), Geothermal Steam Act of 1970, Energy Policy Act of August 2005, Migratory Bird Treaty Act of 1918, Endangered Species Act of 1973 (ESA), National Historic Preservation Act. The proposed action is also in conformance with both the Sonoma-Gerlach and Paradise-Denio Management Framework Plans (MFPs) of 1982 (MFP) decision listed below:

- Minerals, M-6 - The 1982 MFPs provide for the development of geothermal resources in non- competitive areas and all Known Geothermal Resource Areas (KGRAs) except those which are areas of significant environmental conflict or have historical and/or cultural significance.

Per Instruction Memorandum (IM-2002-053), this decision has taken into consideration the President's National Energy Policy and Executive Order 13212. The Proposed Actions would not generate any adverse energy impacts or limit energy production and distribution.

Decision

Based on the environmental analysis (EA) and attached Finding of No Significant Impact (FONSI), it is my decision to allow Nevada Geothermal Power, Inc. (NGP) to proceed with geothermal development operations analyzed under Alternative 1.

Alternative 1 includes construction of nine new well pads, access roads, temporary water wells for the purpose of drilling geothermal production wells, and construction and installation of production, re-injection, and fresh water pipelines, in support of development facilities to operate a geothermal power plant to be built on adjacent private land.

Approved geothermal development operations would occur on federal land located within the Blue Mountain Geothermal Unit Agreement area, which includes federal geothermal lease NVN-058196 and private leases.

The new well locations are all within one federal lease and are identified as follows:

NVN-058196

Well Number: 21-14, Location: T36N, R34E NW1/4NW1/4, Section 14

Well Number: 42-14, Location: T36N, R34E NE1/4NW1/4, Section 14

Well Number: 26-14, Location: T36N, R34E NW1/4SW1/4, Section 14

Well Number: 28-14, Location: T36N, R34E SW1/4SW1/4, Section 14

Well Number: 15-14, Location: T36N, R34E NW1/4SW1/4, Section 14

Well Number: 17-14, Location: T36N, R34E SW1/4SW1/4, Section 14

Well Number: 45-14, Location: T36N, R34E NE1/4SW1/4, Section 14

Well Number: 47-14, Location: T36N, R34E SE1/4SW1/4, Section 14

Well Number: 14-14, Location: T36N, R34E SW1/4NW1/4, Section 14

It is also my decision to authorize FLPMA Rights-of-Way (ROW) NVN-082701 and NVN-083479 for the electrical transmission line to deliver produced electricity to the existing power grid, along the Alternative 1 alignment, and the power switching station to connect the transmission line to the existing power line grid.

These decisions are subject to the attached conditions of approval for drilling and the attached terms and conditions for both the transmission line and switching station ROWs.

Public Outreach/Involvement

A 30-day scoping period beginning in early November 2006 yielded twelve comment letters. The issues identified during this scoping were incorporated into the planning effort, along with discussions with other agencies, and the professional insight of BLM staff.

The preliminary EA was posted on the BLM's Winnemucca Field Office web page for a 30 day public review. A press release, delivered electronically to media outlets throughout Northern Nevada, notified the public of the EA's availability on the website. Six comment letters were received from coordinating state and federal agencies. One comment was received from an adjacent Right-of-Way holder.

Comments on the preliminary EA were focused on BLM coordination and consistency with State agency permitting and monitoring processes, and in support of mitigation measures developed in the analysis process. Comments also strongly supported the Alternative 1 ROW alignment.

- One comment expressed concern on the possible duplication of state permit requirement and the mitigation measures developed by BLM for water quality and water disposal monitoring. Concerns about potential duplication of state and federal permitting are consistent with monitoring and permitting objectives discussed in the EA for the various resources.
- One comment requested clarification of the distribution of federal geothermal royalties. This clarification is provided in the final EA.
- One comment requested additional photo simulation of the Alternative 1 transmission line alignment. The additional photo simulation and language has been added to the cultural resource sections of the final EA.
- Four comments expressed concern that the proposed action transmission line alignment would result in changes to the feeling and association with the California Emigrant Trail (Trail), mainly with respect to visual resources where the transmission line would cross the Trail. This concern was recognized early in the planning process. Five alternatives were considered to avoid the transmission line crossing highly rated segments of the Trail, and one alternative was analyzed in detail.
- Three comments supported the Alternative 1 transmission line alignment. These comments were consistent with the analysis of Alternative 1.
- One comment requested discussion in the EA of additional mitigation measures that would be considered in the event that the proposed action transmission line alignment is selected. In the course of the analysis of the proposed action and Alternative 1, the EA focuses on the mitigation measures for the no adverse effect outcome.
- Two comments stated support for mitigation measures to reduce visual impacts, such as lighting mitigation measures at night and screening, site placement and use of earth-tone colors/materials for facilities. These comments were consistent with the proposed action mitigation measures and mitigation measures developed in the EA process.
- One comment focused on BLM coordination with other Right-of-Way holders. This comment is consistent with the general management objectives of the BLM.

Rationale

Based upon successful results of exploration drilling, Nevada Geothermal Power, Inc. has determined that a geothermal resource exists that is capable of commercial production. The activities approved under this decision are in conformance with the 1982 Sonoma-Gerlach and Paradise-Denio MFPs and with the Energy Policy Act of August 2005. Development of geothermal resources takes into consideration the Presidents National Energy Policy and Executive Order 13212. The approved activities would not generate any adverse energy impacts or limit energy production and distribution.

Development of geothermal resources at the Blue Mountain site supports state and federal initiatives to expand development and use of renewable energy resources.

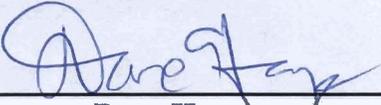
Appeal

If you feel you are adversely affected by this decision, you may appeal to the Interior Board of Land Appeals per the attached appeal form (1842-1). You must file your appeal along with a statement of reasons, within 30 days from receipt of this decision.

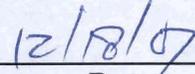
Monitoring and Mitigation Measures

The mitigation measures developed in the Environmental Assessment (EA) contain appropriate measures to minimize identified impacts from the operations and are hereby incorporated into this Decision Record, and are included in the attached Conditions of Approval (COAs) for individual Geothermal Drilling Permits. The individual lease stipulations developed at the time of issuance of the leases are also attached and are part of this decision. Terms and conditions for both Right-of-Way grants are also attached and are part of this decision.

The BLM will be responsible for monitoring approved operations to ensure compliance with Conditions of Approval for Geothermal Drilling Permits (GDPs) and associated Conditions of Approval, Lease Stipulations and Terms and Conditions of the ROW Grants in accordance with 43 CFR 3260 and 43 CFR 2800.



Dave Hays
Assistant Field Manager
Nonrenewable Resources



Date

**FINDING OF NO SIGNIFICANT IMPACT
FOR
ENVIRONMENTAL ASSESSMENT
BLUE MOUNTAIN GEOTHERMAL DEVELOPMENT PROJECT
NV-020-08-EA-01**

**Operations Plan
Utilization Plan
FLPMA Right-of-Way NVN-082701
and
FLPMA Right-of-Way NVN-083479**

I have reviewed EA NV-020-08-EA-01, dated December 2007. After consideration of the environmental effects and recommended mitigation and monitoring, as disclosed in the EA, I have determined that the decision to allow Nevada Geothermal Power, Inc. (NGP) to proceed with the operations plan, drilling, and utilization plan for the Blue Mountain Geothermal Project and Rights-of-Way for the electrical transmission line and the power switching station identified in the EA under Alternative 1 will not significantly affect the quality of the human environment and that an Environmental Impact Statement (EIS) is not required to be prepared.

I have determined the operations plan, drilling, and utilization plan for the Blue Mountain Geothermal Project and Rights-of-Way for the electrical transmission line and the power switching station identified in Alternative 1 are in conformance with the approved Sonoma-Gerlach and Paradise-Denio Management Framework Plans and are consistent with the plans and policies of neighboring local, county, state, tribal and federal agencies and governments. This finding and conclusion is based on my consideration of the Council on Environmental Quality's (CEQ) criteria for significance (40 CFR 1508.27), both with regard to the context and the intensity of impacts described in the EA.

Context: The project operations area is located in Humboldt County, and the electrical transmission line extends nine miles into Pershing County, Nevada. Alternative 1 operations include approximately 20 miles of linear Right-of-way, approximately 35 acres of disturbance on BLM land, and approximately 36 acres of disturbance on private land, for a well field and production fluid gathering pipeline system consisting of up to nine production wells, seven injection wells, three to fifteen temporary water wells during the drilling phase, four permanent water wells for the production phase, a 37.5 Megawatt geothermal power plant (on private land), and an electrical switching station ROW. The well field and power plant are located within federal geothermal unit NVN-082457X on four private leases and one federal geothermal lease (NVN-058196).

The project area is located in the northern basin and range province in an area of regional high heat flow within the Blue Mountain Geothermal Field. The setting of the project and the expected project effects do not have significance at a local, regional, state or national level.

Intensity:

1) *Impacts that may be both beneficial and adverse.*

The environmental assessment has considered both beneficial and adverse impacts of geothermal resource development at Blue Mountain. Potential adverse impacts would be minimal or could be mitigated to minimal overall impacts by mitigating measures. On the whole, the project would result in minimal environmental impacts and result in beneficial economic and energy resource effects.

2) *The degree to which the proposed action affects public health or safety.*

The proposed action would not adversely affect public health or safety. The project and its potential effects on the human environment are not highly uncertain and do not involve unique or unknown risks.

3) *Unique characteristics of the geographic area such as proximity to historic or cultural resources, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.*

Historic and cultural resources are identified and described in the EA (3.2 Cultural Resources). The Alternative 1 transmission line alignment crosses a segment of the California Emigrant Trail, and historic Idaho Stage Road, in Section 31, T34N, R35E. The California Emigrant Trail is a National Historic Trail designated by Congress in 1992 under the National Trails System Act of 1968 (NTSA). The California Emigrant Trail and the Idaho Stage Road segments were evaluated using the Oregon and California Trails Association classification for at least 400 meters on either side of the Trail or Road intersection with the alternative transmission line alignments.

The segments of the California Emigrant Trail (Trail) and the Idaho Stage Road that are crossed by Alternative 1 transmission line alignment have been compromised or obliterated by the Tungsten mine road, a power line, a water pipe ditch and a natural gas pipeline. The segments of the Trail and Stage Road at these points were considered non-contributing elements for the NRHP eligibility of either the Trail or the Stage Road.

The BLM and the State Historic Preservation Officer (SHPO) have agreed that potential adverse effects to landscapes adjacent to National Historic Trails can be mitigated to no adverse effect when a BLM Class II visual resource management (VRM) objective is achieved.

The Alternative 1 transmission line alignment crossing of the California Emigrant Trail and of the Idaho Stage Road in Section 31 would result in retention of the existing character of the landscape. The very faint vertical lines of the wooden poles and horizontal lines of the cross ties at this distance would result in a weak degree of contrast with the existing predominant characteristic landscape. The level of change would not attract the attention of the casual observer. Thus, the Alternative 1 transmission line alignment crossing of the California Emigrant Trail and Idaho Stage Road would have no direct or indirect adverse effect to the integrity of setting, feeling, and association for both the California Emigrant Trail and the Idaho Stage Road.

The Tungsten water pipeline has lost integrity in the area where the Alternative 1 transmission line route will cross it. This is due to the modern upgrades and replacements to the pipeline (additional wells, tanks, transmission lines, replacement of pipe, and the addition of a gas pipeline). No adverse impacts are anticipated.

The Project operations area does not contain any unique historic or cultural, park lands, prime farmlands, wetlands, wild and scenic rivers, or ecologically critical areas.

4) *The degree to which the effects on the quality of the human environment are likely to be highly controversial.*

The effect on the quality of the human environment from development of geothermal fluid resources is well known and documented in northern Nevada and specifically within the jurisdiction of the Winnemucca Field Office. Comments received from the public in the preparation of this EA were focused on the beneficial economic impacts of the project and on coordination of mitigation measures with state and other federal agencies. Comments regarding coordination of permitting to avoid duplication of mitigation and monitoring measures, and to reduce visual impacts to public lands users' experience, and to reduce visual impacts to the

setting and experience of the California Emigrant Trail have been taken into consideration. The proposal has not generated any public controversy.

5) *The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.*

The proposed action is not unique or unusual. The development of geothermal fluid resources for the production of electricity and electrical transmission line and switching station right of ways are specifically regulated and follow accepted standard operating procedures and best management practices. The BLM has previous experience implementing similar actions in similar areas and have found the effects to be reasonably predictable. There are no known effects of the proposed action identified in the EA which are considered uncertain or involve unique or unknown risks.

6) *The degree to which the action may establish a precedent for future actions with significant effects or represents a decision in principle about a future consideration.*

The proposal does not establish a precedent for future actions with significant effects and does not represent a decision in principle about a future consideration.

7) *Whether the action is related to other actions with individually insignificant but cumulatively significant impacts.*

Based on the environmental assessment, no significant cumulative impacts are expected. The proposed action when evaluated together with other past, present, or reasonably foreseeable land disturbing activities in the area would not result in cumulatively significant impacts at the local or watershed basin scale.

8) *The degree to which the action may adversely affect districts, sites, highways, structures, or objects listed in or eligible for listing in the NRHP or may cause loss or destruction of significant scientific, cultural, or historical resources.*

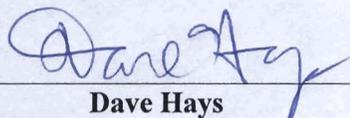
Based on the environmental analysis, the proposal will not adversely affect districts, sites, highways, structures, or other objects listed or eligible for listing. Nor would it cause loss or destruction of significant scientific, cultural or historical resources.

9) *The degree to which the action may adversely affect an endangered or threatened species or its habitat that has been determined to be critical under the ESA of 1973.*

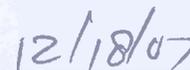
There would be no significant adverse impacts to threatened, endangered, or Nevada State sensitive species or associated habitat within the assessment areas. Based on the EA and implementation of mitigation no significant or adverse impacts would result to these species from implementing the proposed action. The U.S. Fish and Wildlife Service was consulted and the National Heritage Program database was researched in the development of this EA.

10) *Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.*

The proposed action does not violate any known Federal, State, or local law or requirement imposed for the protection of the environment. Furthermore the proposed action is consistent with applicable land management plans, policies, and programs.



Dave Hays
Assistant Field Manager
Nonrenewable Resources



Date

**CONDITIONS OF APPROVAL
GEOTHERMAL DRILLING PERMITS**

Lease Number: NVN-058196

Well Numbers: 21-14, 42-14, 26-14, 28-14, 15-14, 17-14, 45-14, 47-14, 14-14

Location: T36N, R34E, Section 14
USGS Quad: Gaskell, NV 7.5 min.

Operator: Nevada Geothermal Power Company

Approved:

A COPY OF THESE CONDITIONS OF APPROVAL MUST BE FURNISHED TO YOUR
FIELD REPRESENTATIVE TO INSURE COMPLIANCE

Agency Contacts

BUREAU OF LAND MANAGEMENT

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Conditions of Approval

1. This approval is contingent upon the lessee/operator being in receipt of and in compliance with all appropriate state and local permits.
2. The lessee/operator must abide by the Lease Terms, Lease Stipulations, Conditions of Approval, and all environmental protection measures and mitigation measures included in the Applications for Permits to Drill and Operations Plan.

3. Water shall be applied to the ground during the construction and utilization of the drill pads, access roads, and other disturbed areas as necessary to control dust.
4. Portable chemical sanitary facilities shall be available and used by all personnel during periods of well drilling and/or flow testing, and construction. These facilities shall be maintained by a local contractor.
5. To prevent the spread of invasive, nonnative species, vehicles and equipment shall be power washed, including body and undercarriage, prior to entering public lands managed by the BLM.
6. Prior to drilling any new temporary water wells, all necessary permits will be obtained from the State Water Engineer at the Division of Water Resources and forwarded to the BLM Winnemucca Field Office.
7. All construction and operating equipment shall be equipped with applicable exhaust spark arresters. Fire extinguishers shall be available on the active sites. Water that is used for construction and dust control shall be available for fire fighting. Personnel shall be allowed to smoke only in designated areas, and they shall be required to follow applicable BLM regulations regarding smoking.
8. Cut and fill activities have been minimized through the selection of the power plant site and pipeline routes. Off-site storm water shall be intercepted in ditches and channeled to energy dissipaters as necessary to minimize erosion around the power plant. To minimize erosion from storm water runoff, access roads shall be maintained consistent with the best management practices for road construction applicable to development roads. BLM best management practices for storm water shall be followed, as applicable, on public lands.
9. The lessee/operator shall be responsible for all suppression costs for any fire resulting from their operations and practices.
10. Geothermal fluids shall not be discharged to the ground under normal operating conditions. Accidental discharges of geothermal fluids are unlikely because of frequent inspections, ultrasonic testing of the pipeline, flow and pressure monitoring and well pump and pipeline valve shutdown features.
11. Following project construction, areas of disturbed land no longer required for operations shall be reclaimed to promote the reestablishment of native plant and wildlife habitat.
12. Any areas containing cultural resources of significance shall be avoided, or the potential for impacts mitigated in a manner acceptable to the BLM Archaeologist. NGP employees, contractors, and suppliers shall be reminded that all cultural resources are protected and if uncovered shall be left in place and reported to the NGP representative and/or their supervisor.

13. When cultural or paleontological resources, including but not limited to historic ruins, prehistoric artifacts and fossils, are discovered in the performance of the permit, the resources shall be left intact and immediately brought to the attention of the BLM authorized officer.
14. Pursuant to 43 CFR 10.4(g) the holder of this authorization must notify the authorized officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.20). Further, pursuant to 43 CFR 10.4(c) and (d), the lessee/operator shall immediately stop all activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the BLM authorized officer.
15. The power plant, pipelines, wellheads, pump motors and motor control buildings shall each be painted an appropriate color to blend with the area and minimize visibility. The fence constructed around each of the production well sites and the power plant site shall also be painted an appropriate color to blend with the area.
16. NGP shall comply with any requirements prescribed by the NDEP-BAPC. NGP also proposes to water the ground to control dust during construction.
17. Construction noise shall be minimized through practices which avoid or minimize actions which may typically generate greater noise levels, or generate distinctive impact noise.
18. Construction and operation activities shall be conducted in a manner to avoid creating any hazards to public health and safety. The project is remotely located and shall not likely cause hazards to public health and safety.
19. For a period of three years following the commencement of construction, project sites shall be inventoried by the lessee for the presence of invasive, nonnative species. Inventory data shall be reported to the BLM WFO project Lead within one week of receipt by the lessee. The area shall be treated with BLM certified pesticides following BLM approval of a pesticide use proposal if species are present.
20. Following the three year period, annual inventory at project sites shall be performed by the lessee for the presence of invasive nonnative species, with treatment occurring as necessary. The annual inventory and treatment shall occur for as long as the lessee is present at the site.
21. Initial ground disturbing activities shall not be conducted during the migratory bird nesting season (March through July) unless necessary, and then only after inventories for migratory birds and nests were conducted by a qualified biologist acceptable to the BLM. This survey shall be conducted to identify either breeding adult birds or nest sites within the specific areas to be disturbed. If active nests are present within these areas to be disturbed, NGP shall coordinate with the authorized officer to develop appropriate protection measures for these sites, which may include avoidance, construction constraints, and/or the establishment of buffers.

22. Unoccupied disturbed areas shall be seeded by the applicant as directed by the BLM Winnemucca Field Office using the following native seed mixture and application rate. Any variance in the mix shall be coordinated first with the BLM Winnemucca Field Office.

BLM-Recommended Seed Mix:

Species	PLS LBS./Acre	Bulk LBS./Acre	PLS/sq. ft.
Sandberg bluegrass	1.90	2.00	38
Fourwing saltbush	3.00	5.00	4
Shadscale	3.00	5.00	4
Indian ricegrass	1.00	1.25	4
Totals	8.90	13.25	50

PLS = Pure Live Seeds

23. All drill rig and well test facility lights shall be limited to those required to safely conduct the operations, and shall be shielded and/or directed in a manner which focuses direct light to the immediate work area.
24. Absorbent pads or sheets shall be placed under likely hydrocarbon spill sources.
25. A hazardous material spill and disposal contingency plan will be submitted to and approved by BLM and made readily available onsite before operations begin.
26. The length of time which geothermal fluid, storm water runoff or other liquids are temporarily stored in any reserve pit shall be minimized. Use of reserve pits is limited to the active drilling and testing operations. Fluids from flow testing shall only be produced in accordance with permits and plans. The larger reserve pit constructed adjacent to well 26A-14 shall be treated with bentonite to minimize the infiltration of geothermal fluids into the shallow ground water aquifer. The fluid level in the larger reserve pit shall be monitored daily during initial testing to verify the treatment. The results of the monitoring shall be reported to the BLM.
27. The quality of selected ground water wells shall continue to be monitored to determine if the injection of geothermal fluids may be impacting the levels of geothermal fluid components in the produced waters. Ground water wells to be monitored shall include some of those within the unit area with high total dissolved solids, as well as other existing or new ground water wells close to the geothermal operations area. Final design and implementation of the ground water quality monitoring program shall occur before the commencement of geothermal production and injection operations.
28. In the case negative affects (increasing levels of geothermal fluid components) are recorded by the monitoring program, NGP shall work with the BLM, NDOM, NDEP, and the Nevada State Water Engineer to adjust geothermal fluid production or injection to remove or minimize negative affects to ground water wells or the geothermal resource.

29. The depth to ground water in selected ground water wells shall continue to be monitored to determine if the shallow ground water production program may be lowering the groundwater table. Ground water wells to be monitored shall include existing or new ground water wells both close to and farther away from the geothermal operations area. Final design and implementation of the ground water level monitoring program shall occur before the commencement of geothermal production and injection operations.
30. NGP shall also monitor produced geothermal fluids, and within 30 days of NGP's receipt of produced water analytical laboratory result(s), the BLM shall be provided with a copy of the laboratory result(s). A map or written description of the sample collection point(s) shall accompany the result(s).
31. No chemicals, fuels, oils, lubricants, or noxious fluids shall be disposed of at the drill sites, in the reserve or flow pits or down the wells.
32. If any chemicals, fuels, oils, lubricants, and/or noxious fluids are spilled during drilling operations, they shall be cleaned up immediately. The lessee/operator shall have absorbent on site for spill containment. After clean up, the chemicals, fuels, oils, lubricants and/or noxious fluids and any contaminated material shall be removed from the drill site and disposed of at an approved disposal facility.
33. The lessee/operator shall be responsible for all cost associated with any releases of chemicals and/or subsurface fluids resulting from their operations and practices.
34. Material Safety Data Sheets for all drilling mud components are to be provided to the Hazmat coordinator at the Winnemucca Field Office.
35. Drilling reserve pits shall be fenced on three sides during drilling. Upon completion of the drilling operation, when the site is unoccupied, the fourth side shall also be fenced until reclamation is complete.
36. Trash and other debris shall be contained onsite and then hauled to an approved landfill. Burial and/or burning onsite shall not be permitted.
37. Except where otherwise noted, all test equipment, both surface and subsurface, shall be removed at the completion of this drilling and testing, as well as all other debris associated with this exploration.
38. The lessee/operator shall be responsible for controlling all noxious weeds and other undesirable invading plant species in the disturbed operating and reclaimed area until the revegetation activities have been determined to be successful and accepted by the BLM authorized officer. The lessee/operator shall obtain approval from the BLM authorized officer for any application of herbicide, and the request must include descriptions of the types and quantities. Unless certified weed free seed is procured for the reclamation of this project, all seed shall be tested for purity, noxious, poisonous and or prohibited plant

species, and the test results submitted to and approved by the BLM authorized officer.

39. A minimum of 12 inches of topsoil shall be salvaged during construction, and stock-piled for use during subsequent reclamation of the disturbed areas.
40. If the wells are successfully completed, the drill pads shall be reduced in size to only that necessary for production or observation operations. This shall be implemented within one year of the well's incorporation into the production or observation system.
41. If any well will be sitting idle for longer than one year, the well pad shall be scarified and seeded with the recommended seed mix.
42. Upon abandonment of the wells, the following shall be done:
 - a. The wells shall be plugged to comply with all Federal and State of Nevada regulations.
 - b. All reclamation of disturbed areas shall be completed within one year from the date of proper plugging and abandonment of the TGH. Any constructed roads, drill pads and reserve pits shall be recontoured to original grade, salvaged topsoil spread on the disturbed area and the site scarified. The disturbed area shall be seeded by hand broadcasting or drilling with the BLM recommended seed mixture. The area shall be raked or dragged to cover the seed if broadcast seeding is used. The BLM Winnemucca Field Office shall be notified in writing when reclamation operations commence and are completed.
 - c. Seeding of disturbed areas will be completed using the native seed mixture found in item 22 above. Any variance in the mix shall be coordinated with the BLM Winnemucca Field Office.

EXHIBIT A (Part I)

RIGHT-OF-WAY N-82701

December 18, 2007

GENERAL TERMS AND CONDITIONS

(Continued from Form 2800-14)

1. In case of change of address, the Holder shall immediately notify the Bureau of Land Management (BLM) Authorized Officer (Authorized Officer).
2. This grant is subject to all valid rights existing on the effective date of this right-of-way (R/W) grant.
3. The Holder shall comply with applicable federal, state, county, and municipal laws, regulations, and standards, including but not limited to, those for public health and safety, environmental protection, locating, construction, operation, and maintenance, existing or hereafter promulgated, in exercising the rights granted by this R/W.
4. The federal regulations incorporated in 43 CFR 2800 are inclusive within these stipulations.
5. The R/W is not for the exclusive use of the Holder. All existing and future Holders shall be responsible for maintenance, and determining the maintenance and respective responsibilities. Upon request, the Authorized Officer shall be provided with copies of any maintenance agreement entered into.
6. The Holder shall permit free and unrestricted public access to and upon the R/W for all lawful purposes, except for any specific areas designated as restricted by the Authorized Officer to protect the public, wildlife, livestock, or facilities constructed within the R/W.
7. The Holder shall inform the Authorized Officer within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195.
8. Fences, signs, or other structures, which could be interpreted to represent a third-party, private use, shall not be installed or remain on or within the R/W.
9. The Holder is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites or for collecting artifacts.
10. Pursuant to 43 CFR 10.4(g), the Holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), the Holder must stop activities in the immediate vicinity of the discovery and protect it from all activities until notified to proceed by the Authorized Officer.

11. Any cultural and/or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony, discovered by the Holder, or any person working on their behalf, during the course of activities on public land, shall be immediately reported to the Authorized Officer by telephone, with written confirmation. The Holder shall suspend all operations in the immediate area of such discovery and protect it 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 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.
12. It is the Holder's responsibility to determine and to acquire all federal, state, county, and municipal permits and authorizations as required.
13. The Holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the R/W within the authorized limits of the R/W.
14. All improvements, operation, maintenance, design, material, and termination practices shall be in accordance with safe and proven engineering practices and subject to the approval of the Authorized Officer.
15. Construction related traffic shall be restricted to routes approved by the Authorized Officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the Authorized Officer.
16. The Holder shall prevent any activities which may cause erosion. Where erosion has resulted, the Holder shall re-vegetate and re-habilitate the location. The Holder is responsible for consultation with the Authorized Officer regarding acceptable methods and procedures. Any transmission line access, construction, and/or maintenance road(s) shall be winterized by providing a well drained roadway using waterbarring, maintaining drainage, and additional measures to minimize erosion.
17. No activities shall be performed during periods when the soil is too wet to adequately support equipment. If such equipment creates ruts in excess of six inches deep, the soil shall be deemed too wet to adequately support construction or maintenance activities.
18. No borrow areas shall be permitted on Federal land without a written application for the proposal and NEPA review.
19. Unless otherwise agreed to by the Authorized Officer, power lines, poles and crossbars, and transmission line framing, and/or structures shall be constructed in accordance to standards outlined in "Suggested Practices for Raptor Protection on Power Lines, The State of the Art in 1996," (Avian Power Line Interaction Committee (APLIC), 1996, Edison Electric Institute and the Raptor Research Foundation, Inc., Washington, D.C.). The Holder shall assume the burden and expense of proving that pole, framing, and

structure designs not shown in the above publication are "eagle safe." Such proof shall be provided by a raptor expert approved by the Authorized Officer.

20. The BLM reserves the right to require modifications or additions to all power line structures placed on this R/W, should they be necessary to ensure the safety of large perching birds and to minimize or prevent nesting and perching. Such modifications and/or additions shall be made by the Holder without liability or expense to the United States.
21. The Holder shall remove only the minimum amount of vegetation necessary for all activities.
22. The Holder shall seed disturbed areas within the authorized R/W resulting from grading and other activities. The Holder shall coordinate with the Authorized Officer for seeding method, seed mix, and planting season.
23. The Holder shall be responsible for weed control on disturbed areas within the limits of the R/W. The Holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods. Chemical weed control products shall not be used within 400 feet of any standing or flowing water body or drainage, or slope on which the water can flow.
24. All excess material, which includes vegetation resulting from maintenance, shall be removed from federal land.
25. Construction and maintenance equipment shall have a fire extinguisher, shovel, and axe or Pulaski at all times when on federal land.
26. The Holder shall protect all survey monuments found within the R/W. Survey monuments include, but are not limited to: General Land Office (GLO) and BLM Cadastral Survey Corners, reference corners, witness points, U. S. Coastal and Geodetic bench marks 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 GLO or BLM R/W 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(s), the Holder shall be responsible for the survey cost.
27. No future modifications, construction of improvements, or major maintenance operations involving disturbance of the land shall occur until plans for such actions have been

submitted and approved in writing by the Authorized Officer. Any proposals involving new surface disturbance outside of the authorized R/W area shall require a cultural inventory and may require completion of an environmental assessment. Failure of the Holder to comply with this requirement may result in a suspension of operations authorized by this R/W grant.

28. The Holder shall notify the Authorized Officer if there is a significant variance from the approved action with respect to the use, storage, or disposal of hazardous materials on this R/W.
29. 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 (CERCLA) of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C. 6901 et seq.)) on the R/W (unless the release or threatened release is wholly unrelated to the R/W Holder's activity on the R/W). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.
30. The Holder shall comply with all applicable federal, state, county, and municipal laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported, or stored on or within the R/W or any of the R/W facilities, or used in the construction, operation, maintenance, or termination of the R/W or any of its facilities. "Hazardous material" means any substance, pollutant, or contaminant that is listed as hazardous under the CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act (RCRA) of 1976, as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas. The Holder is prohibited from discharging oil or other pollutants on federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other federal and state officials as are required by law to be given such notice.
31. The Holder 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 R/W or on facilities authorized under this R/W 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 CERCLA 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.

32. The Holder is prohibited from discharging oil or other pollutants on federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other federal and state officials as are required by law to be given such notice.
33. In the event of the release of any hazardous substance, the Holder shall immediately notify the Winnemucca Field Office hazardous materials specialist. The Holder shall be responsible for all work and costs associated with removing the substance from federal lands to the approval of the Authorized Officer. An approved hazardous materials spill kit shall be available in all vehicles and equipment.
34. 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 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.
35. The R/W shall be maintained in a sanitary condition at all times. Waste materials at the site shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to: human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
36. Subleasing authority is not granted.
37. Selling the R/W is not authorized.
38. In accordance with federal regulations in 43 CFR 2807.21, any proposed transfer of any right or interest in the R/W grant and future amendment(s) shall be filed with the Authorized Officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the Authorized Officer. Fees for assignments shall be in accordance with 43 CFR 2807.21.
39. The R/W shall be relinquished to the United States within 180 days if it is no longer needed for the use it was authorized to serve.
40. Prior to relinquishment or abandonment of any portion of the R/W authorized by this grant and future amendment(s), the Holder shall contact the Authorized Officer to

arrange a joint inspection of the R/W. This inspection will be held to agree to an acceptable rehabilitation plan. This plan shall include, but is not limited to, removal of facilities, 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. The Holder shall be responsible for the cost and implementation of the approved rehabilitation plan.

41. The Holder agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the United States, or its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the Holder's use, occupancy, or operations on the R/W. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the United States and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and R/W which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws, and regulations that are now, or may in the future become, applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases of solid or hazardous wastes) and/or hazardous substance(s), as defined by federal or state environmental laws; off, on, into, or under land, property, and other interests of the United States; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws are generated, released, stored, used, or otherwise disposed on the R/W, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the R/W and may be enforced by the United States in a court of competent jurisdiction.
42. The Holder 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.
43. If the Holder violates any of the terms and conditions of this grant, the Authorized Officer, after giving written notice, may declare the grant terminated. The Authorized Officer may consult with the Holder and, at the Authorized Officer's discretion, grant a period of time to cure the violation prior to declaring the grant terminated.
44. The effective date of this R/W grant is the date of execution by the Authorized Officer.

EXHIBIT A (Part II)

RIGHT-OF-WAY N-82701

December 18, 2007

PROJECT SPECIFIC TERMS AND CONDITIONS

(Continued from Form 2800-14, Exhibit A, Part I)

1. Initial ground disturbing activities shall not be conducted during the migratory bird nesting season (March through July) unless necessary, and then only after inventories for migratory birds and nests are conducted by a qualified biologist or biologists acceptable to the BLM's Authorized Officer (Authorized Officer). Such survey(s) shall be conducted to identify either breeding adult birds or nest sites within the specific transmission line right-of-way (R/W) areas to be disturbed. If active nests are present within these areas to be disturbed, the Holder shall coordinate with the Authorized Officer to develop appropriate protection measures for these sites, which may include avoidance, construction constraints, and/or the establishment of buffers.
2. Any areas containing known eligible archaeological sites or sites of undetermined eligibility, known or newly identified, shall be avoided. The Holder's employees, contractors, subcontractors, suppliers, and invitees shall be made aware and reminded that all cultural resources are protected and, if uncovered, shall be left in place and reported to the Holder's representative and/or their supervisor, who shall contact the Authorized Officer in accordance with General Terms and Conditions numbers 10 and 11).
3. The Holder shall comply with any requirements prescribed by the NDEP-BAPC.
4. Construction and transmission line operations activities shall be conducted in a manner to avoid creating hazards to public health and safety.
5. During transmission line construction, disturbed soil shall be watered as necessary to control dust.
6. To minimize erosion from storm water runoff, access roads shall be maintained consistent with the best management practices (BMPs) for road construction applicable to development roads. BLM BMPs for storm water shall be followed, as applicable, on public lands.
7. Construction noise shall be minimized through practices which avoid or minimize actions that typically may generate greater noise levels or that may generate distinctive impact noise.
8. Depending on topography, average spacing between transmission line pole structures shall range from approximately 300 to 660 feet. Spacing shall be increased to the maximum extent possible where the transmission line crosses the visually sensitive trails and roads.
9. Only butt treated transmission line poles shall be used in constructing the transmission line.

10. Wood crossmembers and braces, or non-reflective metal (if metal is the only choice of possible construction material and is approved by the Authorized Officer), shall be used in constructing the transmission line.
11. Only non-reflective wire/cable/conduit shall be used for the main electrical transmission lines.
12. All construction and operating equipment shall be equipped with appropriate exhaust spark arresters. Fire extinguishers shall be available on the active tower, staging, and other related construction sites. Water used for construction and dust control shall be available for fire fighting.
13. The Holder's and construction personnel (employees, contractors, subcontractors, suppliers, and invitees) shall smoke only in designated areas and shall follow applicable BLM regulations regarding smoking.
14. To prevent the spread of invasive, nonnative species, all vehicles and construction equipment shall be power washed, including body and undercarriage, to remove soil and plant parts prior to entering public lands managed by the BLM. A central washing facility shall be provided for this purpose at a location either in Winnemucca or at a location/facility approved by the Authorized Officer. The washing station shall not be placed within 150 feet of any body of water or ditch line, nor where wash water can flow down slope.
15. Upon completion of transmission line construction, areas of disturbed land no longer required for operations shall be reclaimed to promote the reestablishment of native plant and wildlife habitat. Such unneeded and any other unoccupied disturbed areas shall be seeded as directed by the Authorized Officer using the following seed mixture and application rate. Any variance in the mix must be coordinated first and approved by the Authorized Officer.

BLM-Recommended Seed Mix:

Species	Pure Live Seeds LBS./Acre	Bulk LBS./Acre	Pure Live Seeds Per Square Foot
Sandberg bluegrass	1.90	2.00	38
Fourwing saltbush	3.00	5.00	4
Shadscale	3.00	5.00	4
Indian ricegrass	1.00	1.25	4
Totals	8.90	13.25	50

16. For a period of three years following commencement of construction, the transmission line R/W shall be inventoried by the Holder for the presence of invasive, nonnative species. Inventory data shall be reported to the Authorized Officer within one week of receipt by the Holder. The area shall be treated with BLM certified pesticides and or

herbicides following the Authorized Officer's approval of a pesticide and/or herbicide use proposal and approved if species are present.

17. Following the three-year period and as specified by the Authorized Officer, periodic inventories for the presence of invasive nonnative species shall be performed within the transmission line R/W with appropriate treatment occurring as necessary. The periodic inventory and treatment shall occur for as long as a Holder is operating the transmission line.

EXHIBIT A (Part I)

RIGHT-OF-WAY N-83497

December XX, 2007

GENERAL TERMS AND CONDITIONS

(Continued from Form 2800-14)

1. In case of change of address, the Holder shall immediately notify the Bureau of Land Management (BLM) Authorized Officer (Authorized Officer).
2. This grant is subject to all valid rights existing on the effective date of this right-of-way (R/W) grant.
3. The Holder shall comply with applicable federal, state, county, and municipal laws, regulations, and standards, including but not limited to, those for public health and safety, environmental protection, locating, construction, operation, and maintenance, existing or hereafter promulgated, in exercising the rights granted by this R/W.
4. The federal regulations incorporated in 43 CFR 2800 are inclusive within these stipulations.
5. The R/W is not for the exclusive use of the Holder. All existing and future Holders shall be responsible for maintenance, and determining the maintenance and respective responsibilities. Upon request, the Authorized Officer shall be provided with copies of any maintenance agreement entered into.
6. The Holder shall permit free and unrestricted public access to and upon the R/W for all lawful purposes, except for any specific areas designated as restricted by the Authorized Officer to protect the public, wildlife, livestock, or facilities constructed within the R/W.
7. The Holder shall inform the Authorized Officer within 48 hours of any accidents on federal lands that require reporting to the Department of Transportation as required by 49 CFR Part 195.
8. Fences, signs, or other structures, which could be interpreted to represent a third-party, private use, shall not be installed or remain on or within the R/W.
9. The Holder is responsible for informing all persons in the area who are associated with this project that they will be subject to prosecution for knowingly disturbing historic or archaeological sites or for collecting artifacts.
10. Pursuant to 43 CFR 10.4(g), the Holder of this authorization must notify the Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony (as defined at 43 CFR 10.2). Further, pursuant to 43 CFR 10.4(c) and (d), the Holder must stop activities in the immediate vicinity of the discovery and protect it from all activities until notified to proceed by the Authorized Officer.

11. Any cultural and/or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony, discovered by the Holder, or any person working on their behalf, during the course of activities on public land, shall be immediately reported to the Authorized Officer by telephone, with written confirmation. The Holder shall suspend all operations in the immediate area of such discovery and protect it 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 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.
12. It is the Holder's responsibility to determine and to acquire all federal, state, county, and municipal permits and authorizations as required.
13. The Holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the R/W within the authorized limits of the R/W.
14. All improvements, operation, maintenance, design, material, and termination practices shall be in accordance with safe and proven engineering practices and subject to the approval of the Authorized Officer.
15. Construction related traffic shall be restricted to routes approved by the Authorized Officer. No grading, blading, widening, deepening, or other modifications to existing roads and trails will be permitted without the prior written approval of the Authorized Officer. New access roads or cross-country vehicle travel will not be permitted unless prior written approval is given by the Authorized Officer.
16. The Holder shall prevent any activities which may cause erosion. Where erosion has resulted, the Holder shall re-vegetate and re-habilitate the location. The Holder is responsible for consultation with the Authorized Officer regarding acceptable methods and procedures. Any transmission line/switching station access, construction and/or maintenance road(s) shall be winterized by providing a well drained roadway using waterbarring, maintaining drainage, and additional measures to minimize erosion.
17. No activities shall be performed during periods when the soil is too wet to adequately support equipment. If such equipment creates ruts in excess of six inches deep, the soil shall be deemed too wet to adequately support construction or maintenance activities.
18. No borrow areas shall be permitted on Federal land without a written application for the proposal and NEPA review.
19. Unless otherwise agreed to by the Authorized Officer, power lines, poles and crossbars, and transmission line/switching station framing and/or structures shall be constructed in accordance to standards outlined in "Suggested Practices for Raptor Protection on Power Lines, The State of the Art in 1996," (Avian Power Line Interaction Committee (APLIC),

1996, Edison Electric Institute and the Raptor Research Foundation, Inc., Washington, D.C.). The Holder shall assume the burden and expense of proving that pole, framing, and structure designs not shown in the above publication are "eagle safe." Such proof shall be provided by a raptor expert approved by the Authorized Officer.

20. The BLM reserves the right to require modifications or additions to all switching station and power line structures placed on this R/W, should they be necessary to ensure the safety of large perching birds and to minimize or prevent nesting and perching. Such modifications and/or additions shall be made by the Holder without liability or expense to the United States.
21. The Holder shall remove only the minimum amount of vegetation necessary for all activities.
22. The Holder shall seed disturbed areas within the authorized R/W resulting from grading and other activities. The Holder shall coordinate with the Authorized Officer for seeding method, seed mix, and planting season.
23. The Holder shall be responsible for weed control on disturbed areas within the limits of the R/W. The Holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods. Chemical weed control products shall not be used within 400 feet of any standing or flowing water body or drainage, or slope on which the water can flow.
24. All excess material, which includes vegetation resulting from maintenance, shall be removed from federal land.
25. Construction and maintenance equipment shall have a fire extinguisher, shovel, and axe or Pulaski at all times when on federal land.
26. The Holder shall protect all survey monuments found within the R/W. Survey monuments include, but are not limited to: General Land Office (GLO) and BLM Cadastral Survey Corners, reference corners, witness points, U. S. Coastal and Geodetic bench marks 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 GLO or BLM R/W 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(s), the Holder shall be responsible for the survey cost.

27. Future modifications, construction of improvements, or major maintenance operations involving disturbance of the land shall not occur until plans for such actions have been submitted and approved in writing by the Authorized Officer. Any proposals involving new surface disturbance outside of the authorized R/W area shall require a cultural inventory and may require completion of an environmental assessment. Failure of the Holder to comply with this requirement may result in a suspension of operations authorized by this R/W grant.
28. The Holder shall notify the Authorized Officer if there is a significant variance from the approved action with respect to the use, storage, or disposal of hazardous materials on this R/W.
29. 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 (CERCLA) of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C. 6901 et seq.) on the R/W (unless the release or threatened release is wholly unrelated to the R/W Holder's activity on the R/W). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.
30. The Holder shall comply with all applicable federal, state, county, and municipal laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported, or stored on or within the R/W or any of the R/W facilities, or used in the construction, operation, maintenance or termination of the R/W or any of its facilities. "Hazardous material" means any substance, pollutant, or contaminant that is listed as hazardous under the CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas. The Holder is prohibited from discharging oil or other pollutants on federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other federal and state officials as are required by law to be given such notice.
31. The Holder 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 R/W or on facilities authorized under this R/W 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 CERCLA 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.

32. The Holder is prohibited from discharging oil or other pollutants on federal land or into or upon waters on federal land. The Holder shall give immediate notice of any such discharge to the Authorized Officer and such other federal and state officials as are required by law to be given such notice.
33. In the event of the release of any hazardous substance, the Holder shall immediately notify the Winnemucca Field Office hazardous materials specialist. The Holder shall be responsible for all work and costs associated with removing the substance from federal lands to the approval of the Authorized Officer. An approved hazardous materials spill kit shall be available in all vehicles and equipment.
34. 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 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.
35. The R/W shall be maintained in a sanitary condition at all times. Waste materials at the site shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to: human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
36. Subleasing authority is not granted.
37. Selling the R/W is not authorized.
38. In accordance with federal regulations in 43 CFR 2807.21, any proposed transfer of any right or interest in the R/W grant and future amendment(s) shall be filed with the Authorized Officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the Authorized Officer. Fees for assignments shall be in accordance with 43 CFR 2807.21.
39. The R/W shall be relinquished to the United States within 180 days if it is no longer needed for the use it was authorized to serve.

40. Prior to relinquishment or abandonment of any portion of the R/W authorized by this grant and future amendment(s), the Holder shall contact the Authorized Officer to arrange a joint inspection of the R/W. This inspection will be held to agree to an acceptable rehabilitation plan. This plan shall include, but is not limited to, removal of facilities, 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. The Holder shall be responsible for the cost and implementation of the approved rehabilitation plan.
41. The Holder agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the United States, or its employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the Holder's use, occupancy, or operations on the R/W. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the United States and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and R/W which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws, and regulations that are now, or may in the future become, applicable to the real property; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Other releases or threatened releases of solid or hazardous wastes) and/or hazardous substance(s), as defined by federal or state environmental laws; off, on, into, or under land, property, and other interests of the United States; (5) Other activities by which solids or hazardous substances or wastes, as defined by federal and state environmental laws are generated, released, stored, used, or otherwise disposed on the R/W, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) or natural resource damages as defined by federal and state law. This covenant shall be construed as running with the R/W and may be enforced by the United States in a court of competent jurisdiction.
42. The Holder 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.
43. If the Holder violates any of the terms and conditions of this grant, the Authorized Officer, after giving written notice, may declare the grant terminated. The Authorized Officer may consult with the Holder and, at the Authorized Officer's discretion, grant a period of time to cure the violation prior to declaring the grant terminated.
44. The effective date of this R/W grant is the date of execution by the Authorized Officer.

EXHIBIT A (Part II)

RIGHT-OF-WAY N-83497

December XX, 2007

PROJECT SPECIFIC TERMS AND CONDITIONS
(Continued from Form 2800-14, Exhibit A, Part I)

1. Initial ground disturbing activities shall not be conducted during the migratory bird nesting season (March through July) unless necessary, and then only after inventories for migratory birds and nests are conducted by a qualified biologist or biologists acceptable to the BLM's Authorized Officer (Authorized Officer). Such survey(s) shall be conducted to identify either breeding adult birds or nest sites within the switching station and surrounding perimeter areas to be disturbed. If active nests are present within these areas to be disturbed, the Holder shall coordinate with the Authorized Officer to develop appropriate protection measures for these sites, which may include avoidance, construction constraints, and/or the establishment of buffers.
2. Any areas containing known eligible archaeological sites or sites of undetermined eligibility, known or newly identified, shall be avoided. The Holder's employees, contractors, subcontractors, suppliers, and invitees shall be made aware and reminded that all cultural resources are protected and, if uncovered, shall be left in place and reported to the Holder's representative and/or their supervisor, who shall contact the Authorized Officer in accordance with General Terms and Conditions numbers 10 and 11.
3. The Holder shall comply with any requirements prescribed by the NDEP-BAPC.
4. Construction and switching station operational activities shall be conducted in a manner to avoid creating hazards to public health and safety.
5. During switching station construction, disturbed soil shall be watered as necessary to control dust.
6. To minimize erosion from storm water runoff, access roads shall be maintained consistent with the best management practices (BMPs) for road construction applicable to development roads. BLM BMPs for storm water shall be followed, as applicable, on public lands.
7. Construction noise shall be minimized through practices which avoid or minimize actions that typically may generate greater noise levels or that may generate distinctive impact noise.
8. Wherever possible, wood crossmembers, framing and braces shall be used in construction of the switching station. If metal is the only choice of possible construction material and is approved by the Authorized Officer, non-reflective metal shall be used in switching station construction.

9. Only non-reflective wire/cable/conduit shall be used for the main electrical transmission line(s) entering, connecting to, and exiting the switching station. Wherever possible, similar non-reflective wire/cable/conduit shall be used for other electrical lines at the switching station.
10. The switching station shall be painted a color, subject to approval by the Authorized Officer, which shall blend with the landscape. Prior to painting, the Holder shall contact the Authorized Officer for authorization to proceed.
11. All construction and operating equipment shall be equipped with appropriate exhaust spark arresters. Fire extinguishers shall be available on the construction site. Water used for construction and dust control shall be available for fire fighting.
12. The Holder and construction personnel (employees, contractors, subcontractors, suppliers, and invitees) shall smoke only in designated areas and shall follow applicable BLM regulations regarding smoking.
13. To prevent the spread of invasive, nonnative species, all vehicles and construction equipment shall be power washed, including body and undercarriage, to remove soil and plant parts prior to entering public lands managed by the BLM. With the consent of Nevada Geothermal Power Company (NGP), the Holder's employees, contractors, suppliers, and invitees may use a central washing facility to be provided for this purpose at a location either in Winnemucca or at a location/facility approved by the Authorized Officer. Vehicle washing shall not take place within 150 feet of any body of water or ditch line, nor where wash water can flow down slope.
14. The Holder shall restore access around the perimeter of the completed facility to reestablish original, pre-construction access routes to the satisfaction of the Authorized Officer.
15. Upon completion of switching station construction, areas of disturbed land no longer required for operations shall be reclaimed to promote the reestablishment of native plant and wildlife habitat. Such unneeded and any other unoccupied disturbed areas shall be seeded as directed by the Authorized Officer using the following seed mixture and application rate. Any variance in the mix must be coordinated first and approved by the Authorized Officer.

BLM-Recommended Seed Mix:

Species	Pure Live Seeds LBS./Acre	Bulk LBS./Acre	Pure Live Seeds Per Square Foot
Sandberg bluegrass	1.90	2.00	38
Fourwing saltbush	3.00	5.00	4
Shadscale	3.00	5.00	4
Indian ricegrass	1.00	1.25	4

Totals	8.90	13.25	50
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16. For a period of three years following commencement of construction, the switching station site shall be inventoried by the Holder for the presence of invasive, nonnative species. Inventory data shall be reported to the Authorized Officer within one week of receipt by the Holder. The area shall be treated with BLM certified pesticides and or herbicides following the Authorized Officer's approval of a pesticide and/or herbicide use proposal and approved if species are present.

17. Following the three-year period and as specified by the Authorized Officer, periodic inventories for the presence of invasive nonnative species shall be performed within and around the perimeter of the switching station with appropriate treatment occurring as necessary. The periodic inventory and treatment shall occur for as long as a grantee is operating the switching station.

Blue Mountain Geothermal Unit Agreement NVN-082457X

Geothermal Lease Stipulations

NVN- 77668**BLM WINNEMUCCA FIELD OFFICE**
GEOHERMAL LEASE STIPULATIONS

Noncompetitive areas and all Known Geothermal Resource Areas (KGRA) will be open to geothermal leasing with the following restrictions:

Sage grouse: The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas where sage grouse have been observed. Potential habitat is an areas where sage grouse may occur. **Known Breeding habitat and Leks:** February through June, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of known leks during the mating season - March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy within 3.3 km (2 miles) of known leks at all times. **Nesting Habitat and Brood-rearing habitats:** (April through August per Interim NV Guidelines) and Winter Habitats: (October through March). **Known Habitat:** Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, of leks, or within 1 km. (0.6 mi.) of known nesting, brood-rearing and winter habitat. **Potential Habitat:** Avoid permanent occupancy of potential habitat.

General Sage Grouse Stipulations: Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

Controlled Or Limited Surface Use: (avoidance and/or required mitigation measures to be developed) – Are applicable for all leases proposed in areas of crucial deer, antelope, and big horn sheep habitat during migration and critical fawning and kidding areas.

Other Biota: Prior to site development, a survey for invertebrates will be conducted on areas where geothermal surface expressions occur.

Threatened, Endangered or Sensitive Species:

No surface occupancy: No surface occupancy within 1 mile of occupied or identified potential Lahontan Cutthroat Trout (LCT) habitat.

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 U.S.C. 1531, as amended, including completion of any required procedure for conference or consultation.

Wild Horse and Burros:

Controlled or Limited Surface Use: (avoidance and/or mitigation measures to be developed.) If wild horse or burro populations are located on sites proposed for development, it may be necessary to avoid or develop mitigation measures to reduce adverse impacts to horses. These measures may include providing alternative water sources for horses of equal quality and quantity.

Migratory Birds: Surface disturbing activities during the migratory bird nesting season (March to July) may be restricted in order to avoid potential violation of the Migratory Bird Act. Appropriate inventories of migratory birds shall be conducted during analysis of actual site development. If active nests are located, the proponent shall coordinate with BLM to establish appropriate protection measures for the nesting sites which may include avoidance or restricting or excluding development during certain areas to times when nests and nesting birds will not be disturbed. During development and production phases, if artificial ponds potentially detrimental to migratory birds are created, these shall be fitted with exclusion devices such as netting or floating balls.

Vegetation

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed). All areas of exploration and or development disturbance will be reclaimed including re-contouring disturbed areas to blend with the surrounding topography and using appropriate methods to seed with a diverse perennial seed mix. The seed mix used to reclaim disturbed areas would be "certified" weed free.

Riparian Areas: No surface occupancy within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as indicated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

Noxious Weeds: During all phases of exploration and development, the lessee shall maintain a noxious weed control program consisting of monitoring and eradication for species listed on the Nevada Designated Noxious Weed List (NRS 555.010).

Cultural Resources

No surface occupancy: No surface occupancy within the setting of National Register eligible sites where integrity of setting is critical to their eligibility.

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed). All surface disturbing activities proposed after issuance of the lease are subject to compliance with Section 106 of the National Historic Protection Act (NHPA) and it's implementation through the protocol between the BLM Nevada State Director and the Nevada State Historic Preservation Officer.

Native American

No surface occupancy: No surface occupancy within the setting of National Register eligible Traditional Cultural Properties (TCPs) where integrity of the setting is critical to their eligibility. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the Native American consultation process.

All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

Paleontological Resources

Where significant paleontological resources are identified, mitigating measures such as data recovery, restrictions on development, and deletion of some areas from development may be required on a case by case basis.

Water Resources

As exploration and development activities commence, the operator shall institute a hydrologic monitoring program. The details of the monitoring programs will be site specific and the intensity shall be commensurate with the level of exploration. For example, if the proponent will be conducting seismic studies the monitoring would be limited to the identification of water resources to be monitored as activities continue; if a drilling program were to be undertaken the number of aquifers encountered, their properties, their quality, and their saturated thickness would be documented. The information collected will be submitted to the Bureau of Land Management and will be used to support future NEPA documentation as development progresses. Adverse impacts to surface expressions of the geothermal reservoir (hot springs), and Threatened and Endangered Species habitat are not acceptable. The lessee will monitor the quality, quantity, and temperature of any hot springs or other water resource within the project area whenever they are conducting activities which have the potential to impact those resources. If adverse impacts do occur, BLM will require the lessee to take corrective action to mitigate the impact. Corrective action may include shutting down the operation. These are in addition to the other stipulations. These are LEASE stipulations, not operational, the information gathered under the monitoring stipulation will be used to identify future impacts at the operational stage.

Lands & Realty

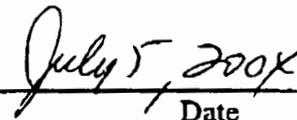
No drilling, including exploration or development activities within linear Rights-of-Way

Hazardous Materials

Prior to exploration and development, an emergency response plan will be developed to include contingencies for hazardous material spills and disposal.



Signature of Lessee



Date

Serial Number N-77668

BLM WINNEMUCCA FIELD OFFICE
GEOHERMAL LEASE STIPULATION
FOR SPECIAL STATUS SPECIES

The Nevada oryctes (*Oryctes nevadensis*), a special status plant species (T&E Sensitive) was identified in section 8, in the same township of the lands contained in this lease. The lease lands contain similar habitat and associated plant species. Prior to approval of ground disturbing activities BLM will require a field inventory to determine the presence of this species.



Signature of Lessee, Agent, or Attorney in Fact

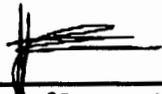
July 5, 2004

Date

Serial Number N-77668

BLM WINNEMUCCA FIELD OFFICE
GEOHERMAL LEASE STIPULATION
FOR GUZZLERS

A Nevada Department of Wildlife guzzler is located on the lands within sec.12, T. 34 N., R 36 E., MDM, Nevada. On a case-by-case basis, BLM Winnemucca Field Office will require that a "buffer" be maintained around the guzzler during the months of June through October to insure that wildlife will not be prevented access to the site.



Signature of Lessee, Agent, or Attorney in Fact

July 5 2004

Date

BLM WINNEMUCCA FIELD OFFICE
GEOHERMAL LEASE STIPULATIONS

Noncompetitive areas and all Known Geothermal Resource Areas (KGRA) will be open to geothermal leasing with the following restrictions:

Sage grouse: The following stipulations apply to protect sage grouse and their habitat. Known habitat is defined as those areas where sage grouse have been observed. Potential habitat is an areas where sage grouse may occur. **Known Breeding habitat and Leks:** February through June, but may vary on site specific basis. Avoid all activity within 3.3 km. (2 miles) of known leks during the mating season - March through May, or as determined by Field Office and Wildlife Personnel. No surface occupancy within 3.3 km (2 miles) of known leks at all times. **Nesting Habitat and Brood-rearing habitats:** (April through August per Interim NV Guidelines) and Winter Habitats: (October through March). **Known Habitat:** Avoid all development or exploration activities within 3.3 km (2 miles) or other appropriate distance based on site-specific conditions, of leks, or within 1 km. (0.6 mi.) of known nesting, brood-rearing and winter habitat. **Potential Habitat:** Avoid permanent occupancy of potential habitat.

General Sage Grouse Stipulations: Prior to entry on any lease areas which include known or potential habitat, the lessee (operator) shall contact the appropriate BLM Field Office to discuss any proposed activities.

Controlled Or Limited Surface Use: (avoidance and/or required mitigation measures to be developed) – Are applicable for all leases proposed in areas of crucial deer, antelope, and big horn sheep habitat during migration and critical fawning and kidding areas.

Other Biota: Prior to site development, a survey for invertebrates will be conducted on areas where geothermal surface expressions occur.

Threatened, Endangered or Sensitive Species:

No surface occupancy: No surface occupancy within 1 mile of occupied or identified potential Lahontan Cutthroat Trout (LCT) habitat.

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 U.S.C. 1531, as amended, including completion of any required procedure for conference or consultation.

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7:30
A.M. JUL 27 2006

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NEVADA STATE OFFICE
RENO, NEVADA

Wild Horse and Burros.

Controlled or Limited Surface Use: (avoidance and/or mitigation measures to be developed.) If wild horse or burro populations are located on sites proposed for development, it may be necessary to avoid or develop mitigation measures to reduce adverse impacts to horses. These measures may include providing alternative water sources for horses of equal quality and quantity.

Migratory Birds: Surface disturbing activities during the migratory bird nesting season (March to July) may be restricted in order to avoid potential violation of the Migratory Bird Act. Appropriate inventories of migratory birds shall be conducted during analysis of actual site development. If active nests are located, the proponent shall coordinate with BLM to establish appropriate protection measures for the nesting sites which may include avoidance or restricting or excluding development during certain areas to times when nests and nesting birds will not be disturbed. During development and production phases, if artificial ponds potentially detrimental to migratory birds are created, these shall be fitted with exclusion devices such as netting or floating balls.

Vegetation

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed).

All areas of exploration and or development disturbance will be reclaimed including re-contouring disturbed areas to blend with the surrounding topography and using appropriate methods to seed with a diverse perennial seed mix. The seed mix used to reclaim disturbed areas would be "certified" weed free.

Riparian Areas: No surface occupancy within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas or 100-year floodplains to protect the integrity of these resources (as indicated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

Noxious Weeds: During all phases of exploration and development, the lessee shall maintain a noxious weed control program consisting of monitoring and eradication for species listed on the Nevada Designated Noxious Weed List (NRS 555.010).

Cultural Resources

No surface occupancy: No surface occupancy within the setting of National Register eligible sites where integrity of setting is critical to their eligibility.

Controlled Or Limited Surface Use: (avoidance and/or mitigation measures to be developed). All surface disturbing activities proposed after issuance of the lease are subject to compliance with Section 106 of the National Historic Protection Act (NHPA) and it's implementation through the protocol between the BLM Nevada State Director and the Nevada State Historic Preservation Officer.

Native American

No surface occupancy: No surface occupancy within the setting of National Register eligible Traditional Cultural Properties (TCPs) where integrity of the setting is critical to their eligibility. For development and production phases, surface occupancy may be limited to a specific distance or precluded at hot springs, pending conclusion of the Native American consultation process.

All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

Paleontological Resources

Where significant paleontological resources are identified, mitigating measures such as data recovery, restrictions on development, and deletion of some areas from development may be required on a case by case basis.

Water Resources

As exploration and development activities commence, the operator shall institute a hydrologic monitoring program. The details of the monitoring programs will be site specific and the intensity shall be commensurate with the level of exploration. For example, if the proponent will be conducting seismic studies the monitoring would be limited to the identification of water resources to be monitored as activities continue; if a drilling program were to be undertaken the number of aquifers encountered, their properties, their quality, and their saturated thickness would be documented. The information collected will be submitted to the Bureau of Land Management and will be used to support future NEPA documentation as development progresses. Adverse impacts to surface expressions of the geothermal reservoir (hot springs), and Threatened and Endangered Species habitat are not acceptable. The lessee will monitor the quality, quantity, and temperature of any hot springs or other water resource within the project area whenever they are conducting activities which have the potential to impact those resources. If adverse impacts do occur, BLM will require the lessee to take corrective action to mitigate the impact. Corrective action may include shutting down the operation. These are in addition to the other stipulations. These are LEASE stipulations, not operational, the information gathered under the monitoring stipulation will be used to identify future impacts at the operational stage.

Lands & Realty

No drilling, including exploration or development activities within linear Rights-of-Way

Hazardous Materials

Prior to exploration and development, an emergency response plan will be developed to include contingencies for hazardous material spills and disposal.



Signature of Lessee



Date

NVN-80159

BLM WINNEMUCCA FIELD OFFICE
GEOHERMAL LEASE STIPULATION
FOR SPECIAL STATUS SPECIES

Orcytes (*Orcytes nevadensis*), a sensitive species, has been identified in the area of this lease. Prior to approval of any ground disturbing activities BLM will require a field inventory to determine the presence of this species. If the species are present in the inventory area, BLM will require avoidance and/or mitigation measures.



Signature of Lessee

July 26, 2006.
Date

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7:30
A.M. JUL 27 2006

NEVADA STATE OFFICE
RENO, NEVADA

NVN- 80086

BLM WINNEMUCCA FIELD OFFICE
GEOTHERMAL LEASE STIPULATIONS

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7:30 AM JUL 27 2006

NEVADA STATE OFFICE
RENO, NEVADA

Wild Horse and Burros.

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Lands & Realty

No drilling, including exploration or development activities within linear Rights-of-Way

Hazardous Materials

Prior to exploration and development, an emergency response plan will be developed to include contingencies for hazardous material spills and disposal.

/s/ Brian D. Fairbank
Signature of Lessee

July 26, 2006
Date

BLM WINNEMUCCA FIELD OFFICE
GEOHERMAL LEASE STIPULATION
FOR SPECIAL STATUS SPECIES

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/s/ Brian D. Fairbank
Signature of Lessee

July 26, 2006
Date