

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office

LLCON01000 Little Snake Field Office

Serial Number

COC-79077 01

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) \_\_\_\_\_

2. Nature of Interest:

- a. By this instrument, the holder Wexpro Company, P.O. Box 458, Rock Springs, WY 82902 receives a right to construct, operate, maintain, and terminate a Non-Commercial Produced Water Evaporation & Waste Management Facility on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Sixth Principal Meridian, Colorado  
T. 11 N., R. 97 W.,  
sec. 4, lots 7 and 8, and SW1/4NW1/4.  
The area described contains 9.59 acres.

- b. The right-of-way or permit area granted herein is \_\_\_\_\_ feet wide, \_\_\_\_\_ feet long and contains \_\_\_\_\_ acres, more or less. If a site type facility, the facility contains 9.599 acres.
- c. This instrument shall terminate on December 31, 2021, 3 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☐ may ☒ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

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

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A & B, dated 11/05/2018, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

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



(Signature of Holder)

Director of Operations

(Title)

11/15/2018

(Date)



(Signature of Authorized Officer)

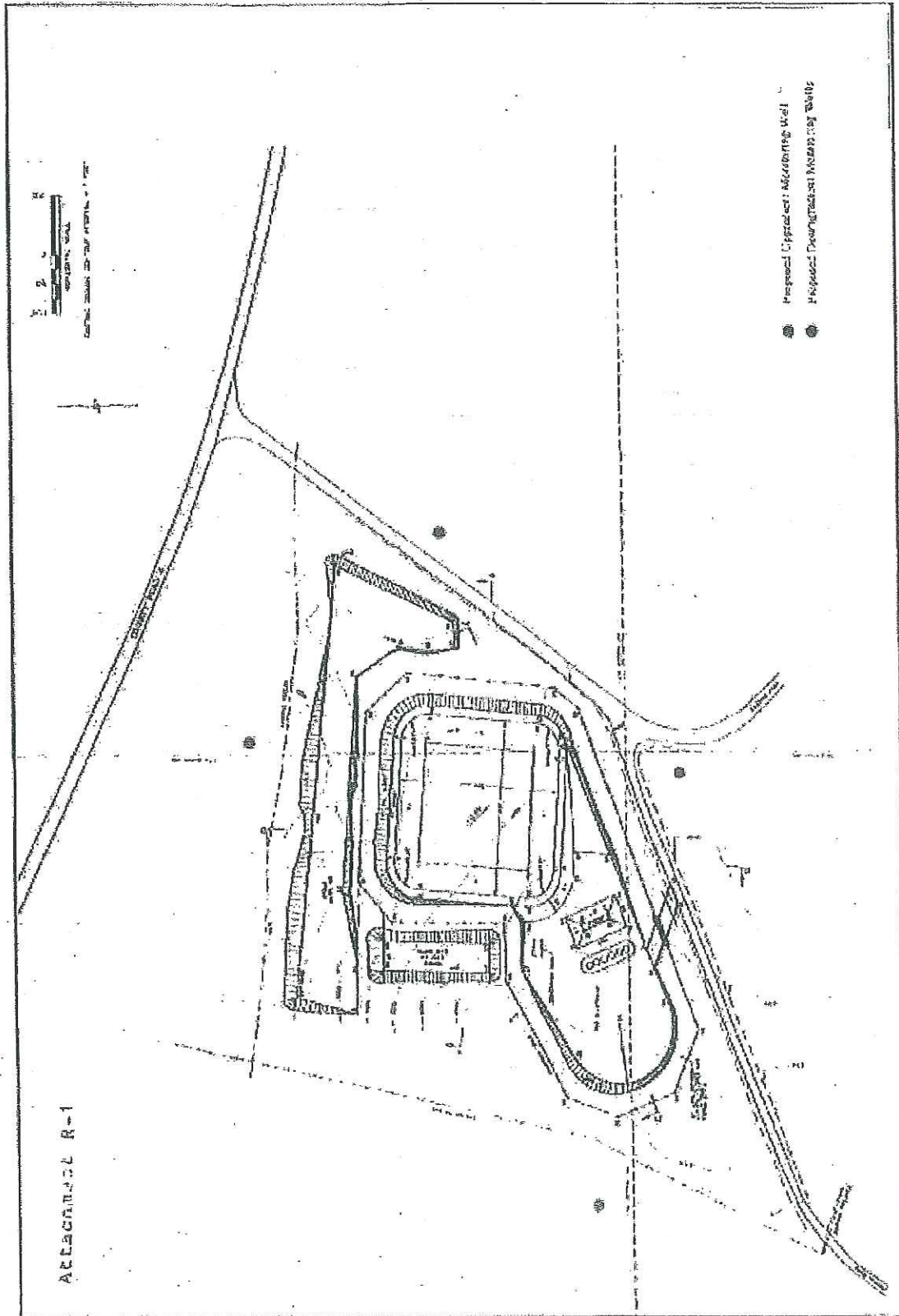
LSFO FM

(Title)

November 19, 2018

(Effective Date of Grant)

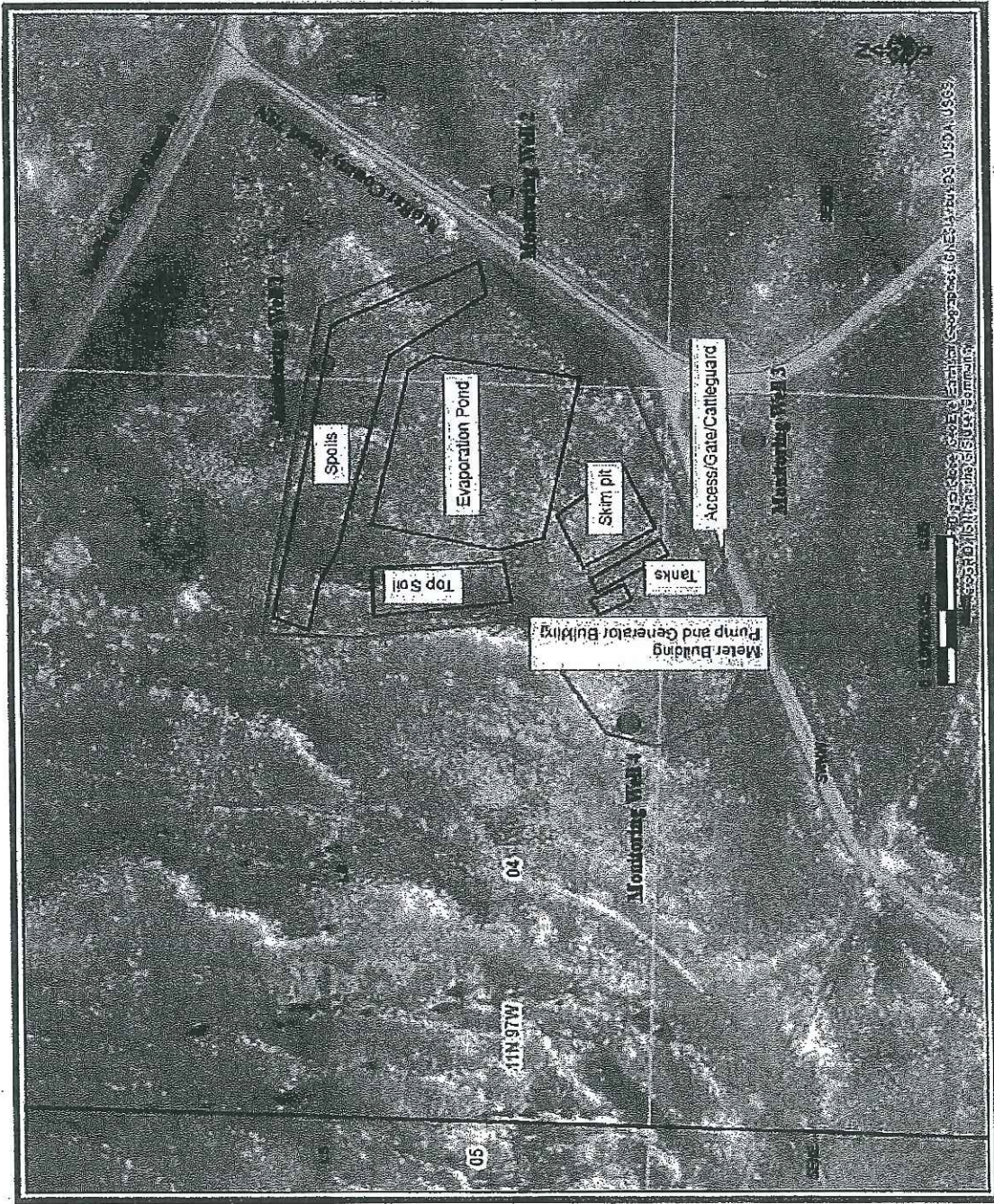
Exhibit A  
 Maps  
 COC-79077 01  
 11/05/18





Bureau of Land Management  
Little Snake Field Office

Wexpro Powder Wash  
Evaporation Facility  
COC-79077 & COC79077 01



**Legend**

- Monitoring Wells
- Evaporation Facility
- Township & Range
- Roads (Moffat)
- Bureau of Land Management



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregation use with other data. All boundaries are an approximate representation.

11/5/2012



**Exhibit B**  
**Terms and Conditions**  
**COC-79077 01**  
**11/05/18**

**Evaporation Pond and Skim Pit**

1. The construction and lining of the pond will be supervised by a professional engineer or their agent.
2. The evaporation pond and skim pit will be lined with a 4 part HDPE liner system which will also include a leak detection system.
  - a. Primary Line, 60 mil min. HDPE,
  - b. 200 Mil GSE Hypernet Geonet or Approved Equal,
  - c. Secondary Liner, 60 mil min. HDPE.
  - d. Geotextile Fabric or Bedding Material Under Bottom Liner
3. The liner seams and welds shall be tested according to manufacturer's specifications and procedures.
4. The synthetic material in the liners shall be impervious, with high puncture and tear strength, adequate elongation, and resistance to deterioration by ultraviolet, weathering, hydrocarbons, aqueous acids, alkali, fungi, or other substances in the produced water being evaporated.
5. Wexpro shall install 3 leak detection observation sump monitoring wells; 2 at the evaporation pond and one at the skim pit.
6. The observation sumps shall consist of PVC pipe stand with a solid bottom and a rodent proof lid. The observation sumps will also have an invert 2 feet lower than the pipe invert elevation.
7. Initially all monitor wells (one on the skim pit and two of the evaporation pond) will be gauged daily until water has covered the entire pond; then they will be gauged weekly.
8. The Facility's fluid levels and leak detection will be monitored in person on a daily basis. Incremental markers will be located on the liner and visible. The water level will be monitored to ensure a minimum of 2 feet of freeboard in the ponds at all times.
9. Evaporators will be side mounted and placed on the upwind side of the pond.
10. The evaporators shall be equipped with a doppler radar system that will detect wind speed, direction, and humidity with the intent to minimize or eliminate overspray. The control limit for wind will be set to a maximum of 3 to 5 mph. The evaporators shall be equipped to automatically shut off and start up based on weather conditions.
11. Wexpro field operations will conduct daily visual inspections of the evaporation pond, and computer system checking for any alarms or malfunctions.
12. The evaporation pond will be equipped with a Peregrine Falcon Bird Avert system in lieu of netting as a deterrent for birds and other animals.

13. The skim pit will be netted with #18 Twine 1" square mesh that will be knotted and contains a UV blocker.
14. The off-load produced water storage tanks will be surrounded by a dike and steel secondary containment of sufficient capacity to contain 110% of the largest tank.
15. All loading lines will be currently placed inside the berm surrounding the tank battery.
16. Leak detection testing on piping, sampling from test wells, sampling of monitoring springs and additional equipment's inspection will occur and detailed in the Powder Wash Evaporation Log.

#### **Access Road**

1. Water turnouts will be constructed within the 50 foot wide maximum disturbance, as required to divert run off water from the road ditch in such manner as to not cause erosion.
2. One 24 foot long by 18 inch wide culvert will be placed on the channel bottom on a firm uniform bed, which has been shaped to accept it and aligned parallel to the channel to minimize erosion.
3. The culvert will be equipped with inlet and outlet drainage within the 50 foot ROW.
4. Equipment used for snow removal will be equipped with shoes to keep the blade 6 inches off the ground surface.
5. Any topsoil (approximately 6 inches) removed in conjunction with road construction would be spread in the borrow area and would be seeded as discussed in the Reclamation Plan and could be used for reclamation purposes in the Powder Wash Field.
6. The access road will have 6 inches of 3 inch minus pit run gravel laid over the entire surface length of the road.
7. The Holder will not place gravel on the road until an Inspector/Engineer has approved the sub-grade.
8. The running surface will be 14 to 16 feet in width.
9. The road will have a crown to insure that water would drain off of the travel-way surface.
10. A cattle guard and gate will be added to the existing road and adhere to BLM Gold Book standards. The cattle guard will also be in place to keep wildlife and domestic animals from entering the fenced area.
11. Maximum grade will not exceed 10 percent.
12. Surface materials will be taken from cuts along the access road and location.
13. Spot surfacing may be required to maintain a running surface.
14. Surface materials will be purchased from commercial suppliers in the marketing area.
15. The access road will be graveled to help with dust mitigation.



16. Surface disturbance and vehicular travel will be limited to the approved access route. Additional areas as needed shall be approved in advance.

### **General Facilities**

1. The Facility shall be completely fenced to keep wildlife, livestock, etc. out of the Facility.
2. The fence shall be constructed to meet BLM requirements and will incorporate a 1 foot vertical barbed-wire arm extension added to the top of the current fence design.
3. Chicken wire shall be added to the outside and anchored to the chain-link fence.
4. A manually locking gate will be located at the entrance of the Facility and will remain open during daily operations.
5. The main point of access shall be marked by a sign captioned "Wexpro Company E&P Waste Management Facility." The sign shall be no less than 3 square feet and no more than 6 square feet and shall provide:
  - Phone number where operator can be reached at all times
  - Phone number for local emergency services (911 where available)
  - Public road used to access the Facility
  - Legal location including quarter quarter section of the Facility.
6. No sign shall be installed above 6 feet in height.
7. All tanks will be labeled with the following information:
  1. Name of the Operator
  2. Operator's emergency contact telephone number
  3. Tank Capacity
  4. Tank Contents
  5. NFPA Label
8. At 30 foot buffer zone/fire lane will surround the facility inside the fenced area.
9. During construction, all woody vegetation and topsoil material shall be removed from the location and stockpiled.
10. Diversion ditches shall be constructed to direct run off away from unprotected slopes and to direct sediment laden runoff to a sediment trapping structure. Waddles and sediment traps will be utilized as needed.
11. After clearing and grading of the site or immediately after construction perimeter storm water controls shall be selected and installed based on Best Management Practices.
12. The primary dust control measure for the Facility will be to apply water to the access road and Facility site as needed. Water will be taken from one of the following water sources:

1. Powder Wash Deep Well #1 – CDPHE Permit #67436F
2. Powder Wash Camp Water Source Wells
  - a. Musser 2 Water Well – CDPHE Permit #35879F
  - b. Musser 3 Water Well – CDPHE Permit #35880F
13. All facilities shall be less than 25 feet in height, unless required by other governing agencies and/or safety concerns to exceed 25 feet and are existing.
14. All above ground structures not subject to safety requirements would be painted Covert Green. All facilities will be painted as weather permits, but no later than one year after the Facility is in operation.
15. Smoking on-site and open fires will not be permitted at the Facility.
16. Noise impacts will be controlled through the implementation of industry best management practices and requirements under any regulatory permits.
17. All areas of the Facility not needed for operations shall be reclaimed and reseeded as per the Reclamation Plan.
18. An annual weed spraying program will be in place and weeds controlled through the use of herbicides to prevent the intrusion of noxious or invasive weeds.

#### **Groundwater Monitoring Wells**

1. All 4 well locations will have 20 foot long, 2 inch diameter well screens which will be constructed with 5 foot screen intervals. The borehole shall be at least 8 inches in diameter.
2. The wells will be constructed with Schedule 40 PVC casing and a 20 foot screened interval (0.010 inch slot size).
3. Continuous split spoon sampling will be conducted during drilling operations at two foot intervals to the bottom of the drilled interval.
4. Lithologic logging will be performed by a geologist, based on the continuous split spoon cores. Wexpro or their contractor will monitor for Total Organic Vapor concentrations of the split spoon core with a photoionization detector to determine if soil samples will be collected.
5. The drillers will store any contaminated soil cuttings in steel containment drums (for Wexpro's ultimate disposal).
6. All 4 wells shall be constructed with stick-up casings approximately 2.5 to 3.5 feet tall.
7. Initially the 4 wells would be sampled prior to water entering the pond, and then again within 6-12 month of the pond being active.
8. If at any time a leak is detected within the Facility sampling would occur to determine if groundwater has been impacted.



## **Reclamation**

1. Areas where topsoil has been re-spread will be cross-ripped to approximately 3 inches (or the depth of the topsoil layer), to create natural pockets for accumulation of moisture and help with slope stabilization.
2. In situations where topsoil quantity or quality is low, soil amendment may be used. If amendments are deemed necessary they will be applied for prior to use.
3. Once seedbed preparation is completed, seeding will occur. Wexpro will complete seeding before the frost level is too deep for successful seed placement.
4. A seed drill equipped with a regulator will be required and seed will be drilled  $\frac{1}{4}$  -  $\frac{1}{2}$  inch deep into the contour, where possible. Where drill seeding is not possible a rake/broadcast method will be used doubling the seed mixture. Hydro-seeding may also be used.

## **Interim**

6. All woody vegetation and the top six inches of topsoil will be removed and stockpiled separately.
7. The spoils will be evenly distributed on the portions of the site not needed for production, and the areas re-contoured to match the surrounding terrain.
8. Once re-contouring has occurred, the location will be ripped and left with a rough surface. Topsoil shall be spread on all reclaimed areas of disturbance and shall be reseeded with an approved BLM seed mix.
9. Remaining spoils and topsoil shall be stockpiled on the location. Topsoil shall be seeded with the seed mix listed in Table 1.

## **Additional and BLM Required Terms and Conditions**

1. To mitigate any potential impact to buried archaeological sites that may be present in the project area, a qualified archaeological monitor will be required during the dirt work to be done to prepare the area for an evaporation pond. Should any eligible archaeological site be unearthed, the site will need to be avoided by further construction, if possible. If not possible, salvage excavation or other appropriate work intended to mitigate the adverse effect of pond construction on the site will be needed. Related report preparation and SHPO consultation will be required under the existing Protocol Agreement between BLM and SHPO prior to completion of the evaporation pond.
2. The applicant is responsible for informing all persons who are associated with the project that they will be subject to prosecution for knowingly disturbing archaeological sites or for collecting artifacts.
3. If any archaeological materials are discovered as a result of operations under this authorization, activity in the vicinity of the discovery will cease, and the Bureau of Land Management (BLM) Little Snake Field Office (LSFO) Archaeologist will be notified immediately. Work may not resume at that location until approved by the Authorized Officer (AO). The applicant will make every effort to protect the site from further impacts including looting, erosion, or other human or natural damage until BLM determines a treatment



approach, and the treatment is completed. Unless previously determined in treatment plans or agreements, BLM will evaluate the cultural resources and, in consultation with the State Historic Preservation Office (SHPO), select the appropriate mitigation option within 48 hours of the discovery. The applicant, under guidance of the BLM, will implement the mitigation in a timely manner. The process will be fully documented in reports, site forms, maps, drawings, and photographs. The BLM will forward documentation to the SHPO for review and concurrence.

4. Pursuant to 43 CFR 10.4(g), the applicant shall notify the AO, by telephone and written confirmation, immediately upon the discovery of human remains, funerary items, sacred objects, or objects of cultural patrimony. Further, pursuant to 43 CFR 10.4(c) and (d), the operator shall stop activities in the vicinity of the discovery and protect it for 30 days or until notified to proceed by the AO.
5. The applicant is responsible for informing all persons who are associated with the project operations that they will be subject to prosecution for disturbing or collecting vertebrate or other scientifically-important fossils, collecting large amounts of petrified wood (over 25lbs./day, up to 250lbs./year), or collecting fossils for commercial purposes on public lands.
6. If any paleontological resources are discovered as a result of operations under this authorization, the applicant or any of his agents shall stop work immediately at that site, immediately contact the BLM Paleontology Coordinator, and make every effort to protect the site from further impacts, including looting, erosion, or other human or natural damage. Work may not resume at that location until approved by the AO. The BLM or designated paleontologist will evaluate the discovery and take action to protect or remove the resource within ten (10) working days. Within ten (10) days, the operator will be allowed to continue construction through the site, or will be given the choice of either (a) following the Paleontology Coordinator's instructions for stabilizing the fossil resource in place and avoiding further disturbance to the fossil resource, or (b) following the Paleontology Coordinator's instructions for mitigating impacts to the fossil resource prior to continuing construction through the project area.
7. The applicant is responsible for informing all persons who are associated with project operations that they will be subject to prosecution for disturbing or collecting vertebrate or other scientifically-important fossils, collecting large amounts of petrified wood (over 25lbs./day, up to 250lbs./year), or collecting fossils for commercial purposes on public lands. If any paleontological resources are discovered as a result of operations under this authorization, the applicant shall immediately contact the appropriate BLM representative.
8. The Holder shall notify the AO 72 hours in advance of starting construction activities.
9. Utilize the "One Call" system to locate and stake the centerline and limits of all underground facilities in the area of proposed excavations.
10. The Holder shall provide 48 hour notification to the owner/operator of facilities prior to performing any work within 10 feet of buried or above ground pipelines.
11. No surface disturbing activities or invasive maintenance type actions will be allowed from March 1 to July 15 of each year within 4 miles of active leks during lekking, nesting, and early brood rearing.
12. A containment structure must be installed around all storage tanks, including temporary tanks.



Compaction and construction of the berm surrounding the tank or tank battery will be designed to prevent lateral movement of fluids through the utilized materials, prior to storage of fluids. The containment structure must have sufficient volume to contain, at a minimum, 110 percent of the largest storage tank containing liquid hydrocarbons within the facility/battery and sufficient freeboard to contain precipitation for a minimum of 72 hours, unless more stringent protective requirements are deemed necessary by the authorized officer. All loading lines will be placed inside the containment structure.

13. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
14. The Holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event the Holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the ROW or on facilities authorized under the ROW grant. (See 40 CFR, Part 702-799 and especially provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer within five (5) working days of the occurrence of the spill concurrent with the filing of the reports to the involved Federal agency or State government.
15. The grant does not relieve you of your responsibility to obtain other required federal, state, or local permits.
16. The Holder shall protect all survey monuments, witness corners, reference monuments, and bearing trees within the ROW against disturbance during construction, operations, maintenance and rehabilitation. If any monument, corner or accessory is destroyed, obliterated, or damaged during construction, operation, or maintenance, the Holder will have a registered surveyor restore the disturbed monument, corner or assessor using surveying procedure found in the "Manual of Surveying Instruction for the Survey of Public Lands of the United States," latest edition. The Holder will record such survey in the appropriate county and send copy to the appropriate BLM office.
17. The construction work force shall commute daily; overnight camping is not allowed.
18. No construction or maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment created ruts in excess of 4 inches deep the soil shall be deemed too wet to adequately support equipment.
19. The Holder shall provide for the safety of the public entering the ROW. This includes, but is not limited to, barricades for open trenches, flagmen/women with communication systems for single-lane roads without intervisible turnouts.
20. Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.



***Fire Prevention and Control Stipulations (per Colorado Instruction Memorandum No. 2017-003)***

21. The Holder(s) of the ROW shall indemnify the United States for any and all injury, loss or damage to life or property, including fire suppression costs, the United States may suffer as a result of losses, claims, demands or judgements caused the Holder(s) use or occupancy of public lands under this grant or permit.
22. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his or her judgement, conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
23. The Holder shall maintain the ROW in a safe, usable condition.
24. As provided in 43 CFR 2807.12(b)(1)-(5), the Holder will be strictly liable for any activity or facility associated with the ROW area for COC-79077 01, which the BLM determines presents a foreseeable hazard or risk of damage or injury to the United States. The BLM has determined that the permitted non-commercial, centralized evaporation and production waste management facility presents a foreseeable hazard or risk of damage and has also determined that the financial limitation of strict liability in this grant is \$2,585,000 for any one incident. This strict liability amount is updated annually by the BLM pursuant to 43 CFR 2807.12(b)(3).
25. When performing construction and maintenance (including emergency repairs) activities during the "closed" fire season (May 10 – October 20), as set by Colorado State law, or during any other closed fire season prescribed by the BLM Colorado State Director, the Holder, including any persons such as contractors, etc. working on their behalf, shall equip at least one on-site vehicle with firefighting equipment, including, but not limited to, fire suppression hand tools (i.e. shovels, rakes, Pulaski's, etc.), a 16-20 pound fire extinguisher, and a sufficient supply of water for initial attack, with a mechanism to effectively spray the water (i.e. backpack pumps, water sprayer, etc.).
26. During conditions of extreme fire danger or when the State of Colorado and/or the BLM Colorado State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional mitigation measures may be required by the BLM Authorized Officer.
27. In accordance with 43 CFR 2805.12(a)(4) (or subsequent revisions), the Holder shall do everything reasonable to prevent fires on or in the immediate vicinity of the ROW. The Holder will immediately report fires to the BLM Authorized Officer or Craig Interagency Dispatch Center, (970) 826-5053 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.
28. The Holder shall maintain the condition of the origin area of the fire from further damage to enable the Fire Investigator to properly assess the origin area and cause of the fire. The Holder shall report to the Fire Investigator or the BLM Incident Commander and shall not enter into the origin area on fires unless given permission to do so.



29. The Holder will cooperate with the BLM in its efforts to investigate, suppress, and respond to all future fires. The duty to "cooperate" includes, but is not limited to, the following duties regardless of whether the BLM is on scene:

- i. The duty to provide the BLM Craig Interagency Dispatch Center (970) 826-5037 with reasonable and timely notice concerning all fires involving the Holder's facilities, or discovered during routine operations.
- ii. The duty to share factual information with the BLM concerning fires, including but not limited to the names of Holder's employees and/or contractors with knowledge of the incident; and to allow employees and/or contractors to be interviewed by BLM's investigators regarding factual information relating to a fire.
- iii. It is the duty of the Holder to preserve the point of ignition, fire scene and reasonably account to the BLM for Holder's actions taken at the scene of a fire.
- iv. The duty to minimize disturbance of potential evidence located at the scene; to not engage in any evidence collection or destructive testing without BLM and or its counsel's express written consent; to properly handle and preserve any evidence collected and to make all documents and evidence, including expert reports, available to the BLM in a rapid and timely manner upon request of BLM and/or its counsel.
- v. The duty to not hamper the BLM investigation of origin and cause of the fire; and to reasonably assist BLM's investigation at the scene.
- vi. The duty to provide information upon request of BLM and/or its counsel concerning the construction, monitoring, inspection, maintenance and/or repairs of any Holder's facilities located at or adjacent to a fire.
- vii. The duty to provide information upon request of BLM and/or its counsel concerning the monitoring, inspection, and or alteration by Holder of any condition on public land, including but not limited to public land adjacent to any of the Holder's facilities.
- viii. The duty, during BLM fire suppression efforts: to defer to and follow the instructions of the BLM's Incident Commander regarding activities within the boundaries of the fire and checking in and out of the fire; and to recognize BLM's primary authority over the incident scene.

30. As a reasonable and prudent ROW Holder, acting in good faith, the Holder will provide for the immediate clean-up and testing of air, water, (surface and/or ground) and soils contaminated by the emission or release of any substances that may pose a risk of harm to human health or the environment, regardless of that substance's status as exempt or non-exempt. Where the Holder fails, refuses or neglects to provide for the immediate clean-up and testing of air, water (surface and/or ground) and soils contaminated by the emission or release of any quantity of a substance that poses a risk of harm to human health or the environment, the Bureau of Land Management's Little Snake Field Office could take measures to clean-up and test air, water (surface and/or ground) and soils at the Holder's expense. Such action does not relieve the Holder of any liability or responsibility.

31. The Holder shall perform any remediation requirements in an active and diligent manner. If remediation is not completed within a reasonable time frame, the Holder shall investigate the cause and take all necessary steps to enhance the remediation process or dispose of the material at an approved Treatment, Storage, and Disposal Facility.

32. A Pesticide Use Proposal (PUP) shall be approved prior to application of herbicides and/or other pesticides on Federal surface; contact the LSFO to obtain a PUP form to request this authorization. The Holder shall submit the PUP two (2) months in advance of planned application. In the event you elect to apply herbicide or other pesticide as described and

authorized on the approved PUP, you shall report this use within 24 hours on Bureau of Land Management form titled Pesticide Application Record.

33. Reclamation success criteria in GRSG habitat will be contingent on evidence of successful establishment of desired forbs and sagebrush. Reclaimed acreage will be expected to progress without further intervention to a state that meets GRSG cover and forage needs (see Table H-1, NWCO GRSG ARMPA) based on site capability and seasonal habitat, as described in the Colorado Greater Sage Grouse Conservation Plan (Colorado Greater Sage-grouse Steering Committee 2008). Reclamation will ensure surface and subsurface stability, growth of self-generating, permanent, vegetative cover and compatibility with post land use. The vegetation shall be diverse and of the same seasonal growth as adjoining vegetation. Post land use will be determined by the AO but normally will be the same as adjoining uses.
34. At least 90 days prior to termination of the ROW, the Holder shall contact the AO to arrange a joint inspection of the ROW. The inspection will result in the development of an acceptable termination and rehabilitation plan submitted by the Holder. This plan will include, but is not limited to, removal of facilities, drainage structures, and surface material (e.g. gravel or concrete), as well as final recontouring, spreading of topsoil, and seeding. The AO may approve the plan in writing prior to the Holder's commencement of any termination activities.