

Official RecordRecording requested By
LS POWER DEVELOPMENT, LLC

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$48.00 Page 1 of 10

RPTT: Recorded By: AE

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CONDITIONS OF APPROVAL**Applicant: Great Basin Transmission, LLC****Assessor Parcel Number: Various**

Public Hearing Date: February 12, 2009
Zoning District: Agricultural, Industrial
Master Plan Designation: Public
Request: Special Use Permit for an approximately
110-mile long electric utility facility ("Project")
Corridor and related facilities
File Number: **09-100-SUP-A-PC**

**CONDITIONS:**

Within 90 days of the final decision for the Special Use Permit, the Applicant shall:

1. Record all conditions of approval with the Lincoln County Recorders office in the prescribed format.

Prior to commencement of construction of project the Applicant or Applicant's assignee/contractor shall:

1. Demonstrate compliance with the Road Maintenance and Restoration Agreement and Financial Security requirements and financial security set forth in Exhibit B attached to this document. Copies of required agreements and/or financial security set forth in Exhibit B shall be provided to Lincoln County Planning Department prior to commencement of construction of the project.

Exhibit E outlines county roads covered by the Road Maintenance and Restoration Agreement and Financial Security in Exhibit B. Any additional roads maintained by the County but not identified in Exhibit E and which are deemed impacted by the project shall be identified by Applicant to the Lincoln County Road Department and shall be considered under the Road Maintenance and Restoration Agreement and Financial Security set forth in Exhibit B.

2. Coordinate with the county road department and post temporary speed limit signs where requested by the County. All costs for such signs and their installation will be the burden of the Applicant.
3. Submit a detailed timing and phasing plan of construction activities to the Lincoln County Planning Department for distribution to county staff and officials 30 days prior to the commencement of construction.
4. Submit maps identifying the receiving areas for building materials for purposes of sales tax revenue. Applicant will use commercially reasonable efforts to deliver building materials utilized within Lincoln County to pre-identified sites within the county.
5. The applicant shall obtain physical address assignments for any temporary locations that will contain buildings, batch plants, or major storage/delivery/staging areas if required by the Lincoln County Sherriff's Department.

Commencement of construction shall be defined as the first day of excavation activities within Lincoln County related to the project construction, such as boring of foundations or road blading. Activities of nominal or zero ground disturbance such as flagging, fencing, surveying, soil sampling, geotechnical testing, etc. shall not be deemed excavation activities. The Applicant shall provide reasonable notice to Lincoln County prior to commencement of construction.

Construction Conditions:

The Applicant or Applicant's Assignee/Contractor shall:

1. Reimburse the Lincoln County Road Department for road inspections conducted solely in connection with this project by the Lincoln County Road Department, and in accordance with the requirements and estimated costs provided in Exhibit A.
2. Adhere to recommended road maintenance measures listed in Exhibit E, as necessary. This exhibit provides improvement/maintenance recommendations for county roads in the proximity of the project corridor. The roads included in Exhibit E, and which are used during construction of the Project, are to be maintained /restored to a condition which is equal to or greater than the condition prior to use related to Project construction.
3. Obtain disposal services and drop boxes through Lincoln County Disposal Service or a similar service for a commercial user for the project. Materials may not be disposed of at community transfer station locations.
4. The applicant shall apply for building permit as required by the Lincoln County Development Code, and will be subject to building permit fees established in Exhibit C. Building permits and grading plans may be required for the regeneration sites or any other required buildings not outlined in this review to ensure compliance with the Lincoln County Development Code.
5. Submit for an administrative plot plan review with any building permits required as part of this project. An administrative plot plan review will be required for the regeneration sites or any other required buildings not outlined in this review to ensure compliance with development standards.
6. Submit grading plans and encroachment permits for access road associated with any proposed buildings excluding transmission tower structures. Address assignments will be required for all buildings, batch plants, and major delivery/storage/staging locations.
7. The Applicant will assist the BLM as required in the notification of all grazing permittees at least one month prior to actual construction activities.
8. Ensure that all outdoor lighting fixtures will be hooded and shielded, face downward, located within soffits and directed away from adjacent parcels. Exterior lighting locations shall be submitted with the building permit site plan review and architectural drawings indicating the types of lighting and fixtures, the locations of fixtures, lumens of lighting, and the areas illuminated by the lighting plan. All lighting will be approved in accordance with county code lighting standards. Any required FAA tower lighting or temporary construction lighting is exempt from this condition.
9. In the event that archeological resources are discovered, cease work in the affected area and notify BLM and, if required the State Historic Preservation Office, in accordance with the approved Historic Properties Treatment Plan. In addition, Applicant shall provide a courtesy notice to Lincoln County Planning Department, but any confidential information shall be treated in accordance with the approved Historic Properties Treatment Plan.

- 10. Submit to Lincoln County for approval of any permanent on-site or off-site signage (except for directional, public safety or traffic control) required for the facility or related operation.
11. Not construct or assemble building materials for the project within the 60 foot county road right of way to avoid interrupting any traffic flow on county roads.
12. During construction of the project the Applicant shall declare each year all personal property used within the County if required by and in accordance with state law.

Miscellaneous conditions:

- 1. The duration of this approval is perpetual, provided that if commencement of construction of the project does not begin on or before the date that is five (5) years after this document is recorded, this approval shall expire. The applicant may request extensions of 3 years to commence construction for no more than 2 occurrences beyond the original approval. Extensions must be requested in writing no later than 30 days prior to expiration of this approval.
2. This decision does not include approvals for other related special uses, zone changes or variances required not outlined as part of this project.
3. This special use permit is valid for only the prescribed uses and does not constitute a blanket approval for other uses in the facility or within other areas of the community. The prescribed facilities include, but are not limited to, transmission towers, fiber optic regeneration facility sites, and temporary work areas associated with construction activities, such as aggregate sites, batch plant/laydown areas, structure work areas, and wire pulling/tensioning sites. The prescribed uses also include any other ancillary facilities outlined in the Construction, Operation, and Maintenance Plan as approved by BLM. Other on-site or off-site uses not outlined as part of this Project would need to gain separate approval by the county in accordance with the county code.
4. Adhere to any local, state or federal standards for permitting, if required.

This document is to be notarized and recorded with the Lincoln County Records Office WITHIN 90 DAYS OF APPROVAL.

3/31/09
Date

Paul J. Thissen
Signature

STATE OF MO)
COUNTY OF St. Louis) ss.

Subscribed and sworn before me this 31 day of March, 2009

Handwritten signature of Linda C. Cline, Notary Public in and for said County and State

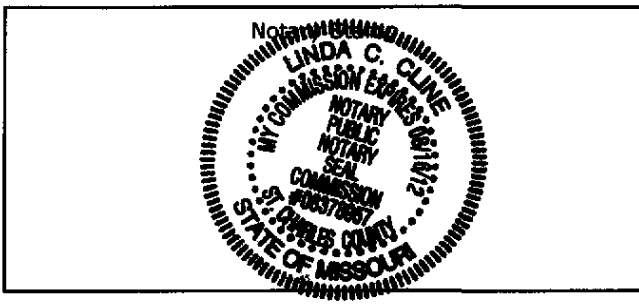




EXHIBIT A

Lincoln County Road Department Inspection Fees Agreement

Great Basin Transmission, LLC (“Applicant”) agrees to reimburse the Lincoln County Road Department (the “Department”) for road inspections conducted in accordance with this agreement and in connection with the construction of an approximately 110-mile long electric utility facility (“Project”) by the Department. The Project will traverse approximately 110 miles through Lincoln County. This agreement shall not include any road inspections conducted on a routine basis by the Department, nor does it include any roads which are not used by the Project or located outside of Lincoln County. The Department will also be entitled to receive reports documenting the current conditions of the roads as they become available upon completion by Applicant’s contractor. The Department agrees to conduct inspections in a reasonable and prudent manner.

To ensure that the Department is adequately reimbursed for road inspections conducted pursuant to this agreement, provided below are estimates for road inspection frequency and costs.

Project construction in Lincoln County is estimated to last approximately 12 months (52 weeks), but the actual construction timeframe may be less than or more than the estimated 12 months. Reimbursements pursuant to this agreement shall be allowed for the actual duration of the construction, but fees shall not exceed the total amount identified below. Up to twenty-eight (28) road inspections may be reimbursed during the construction. This includes no more than one (1) road inspection every other week during the duration of Project construction, and up to two (2) final road inspections upon construction completion. Each inspection will consist of one (1) man and one (1) vehicle for a maximum of eight (8) hours per day, and the total hours billed during the Project construction period shall not exceed two hundred and twenty four (224) hours. The final road inspection shall not exceed two days and up to sixteen (16) billable hours. Total hourly fees for the inspection shall be \$100.00/hour, based upon \$80.00/hour for inspector and \$20.00/hour for vehicle. Based upon the estimated construction timeframe, the total road inspection fees shall not exceed \$22,400.00. All inspections will be billed to Applicant at the above listed rates for actual hours logged by the Department and conducted solely in connection with the Project.

EXHIBIT B

Lincoln County Road Department Maintenance/Restoration Agreement and Financial Security

It will be the obligation of Great Basin Transmission, LLC (“Applicant”) for the duration of the construction of an approximately 110-mile long electric utility facility (“Project”) to ensure that any bladed and/or graveled roadways that are included in Exhibit E and which are used during construction of the Project are maintained in a condition which is equal to or greater than the condition immediately prior to use related to Project construction. In addition, after the construction of the Project is complete, Applicant will be obligated to restore any bladed and/or graveled roadways included in Exhibit E to (i) Lincoln County Road Department’s (the “Department”) Standards (“Standards”) if such roadways meet the Standards on the day Applicant first began to use such roadway; or (ii) a condition that is equal or greater to the condition of such roadway immediately prior to the use by Applicant if such roadway did not meet the Standards on the day Applicant first began to use such roadway.

The Department acknowledges that it is in the interest of Applicant and its contractors to maintain the roads for the protection of specialized construction equipment and to ensure efficient construction progress. However, if county roadways included on Exhibit E are degraded due to use associated with Applicant’s construction activities and are not timely repaired in accordance with this agreement, and after providing notice to Applicant and giving Applicant (i) seven (7) days to cure each deficiency which is deemed minor and as such not likely to cause public safety risk or impassability; or (ii) twenty-fourth (24) hours to cure each deficiency which is deemed major and as such likely to cause public safety risk or impassability, the Department reserves the right at their sole discretion to mobilize crews and equipment to perform maintenance/restoration work that Applicant was obligated to perform pursuant to this agreement. The reasonable costs associated with all such work will be billed to Applicant at the below listed rates for actual hours worked and materials used by the Department. In order to ensure reimbursement of the Department’s costs associated with performance of work that Applicant was obligated to perform pursuant to this Agreement, Applicant shall post mutually agreeable financial security, which may be in the form of a maintenance bond, letter of credit, or other similar form of security. Applicant and the Department agree to negotiate in good faith an agreement setting forth the timing of any payments to be made pursuant to this agreement, amounts of security to be posted and mechanics for drawing upon such security.

Although it is the Department’s expectation that Applicant will perform appropriate maintenance/restoration, provided below is the estimate for the security described above.



Project construction is estimated to last twelve (12) months. The Department estimates the potential for 140 miles of roadway to be impacted during the construction of the Project. An estimated 96 days of maintenance/restoration work could be required during the construction of the Project and immediately following the completion of the construction. This is based on the estimate that the Department can repair 3 miles of roadway in an 8 hour day.

Fees will be charged at: \$300.00/hr. for a blade, water truck and foreman. The daily fees are not to exceed \$2,400.00 per 8-hour day, and \$230,400.00 for the estimated 12-month construction and the post-construction road restoration period. The Department has estimated the materials to be 15,000 yards of gravel at \$15.00 per yard for a total of \$225,000.

Based on the estimated 96 days of maintenance/restoration projects, the posted financial security is estimated not to exceed 455,400.

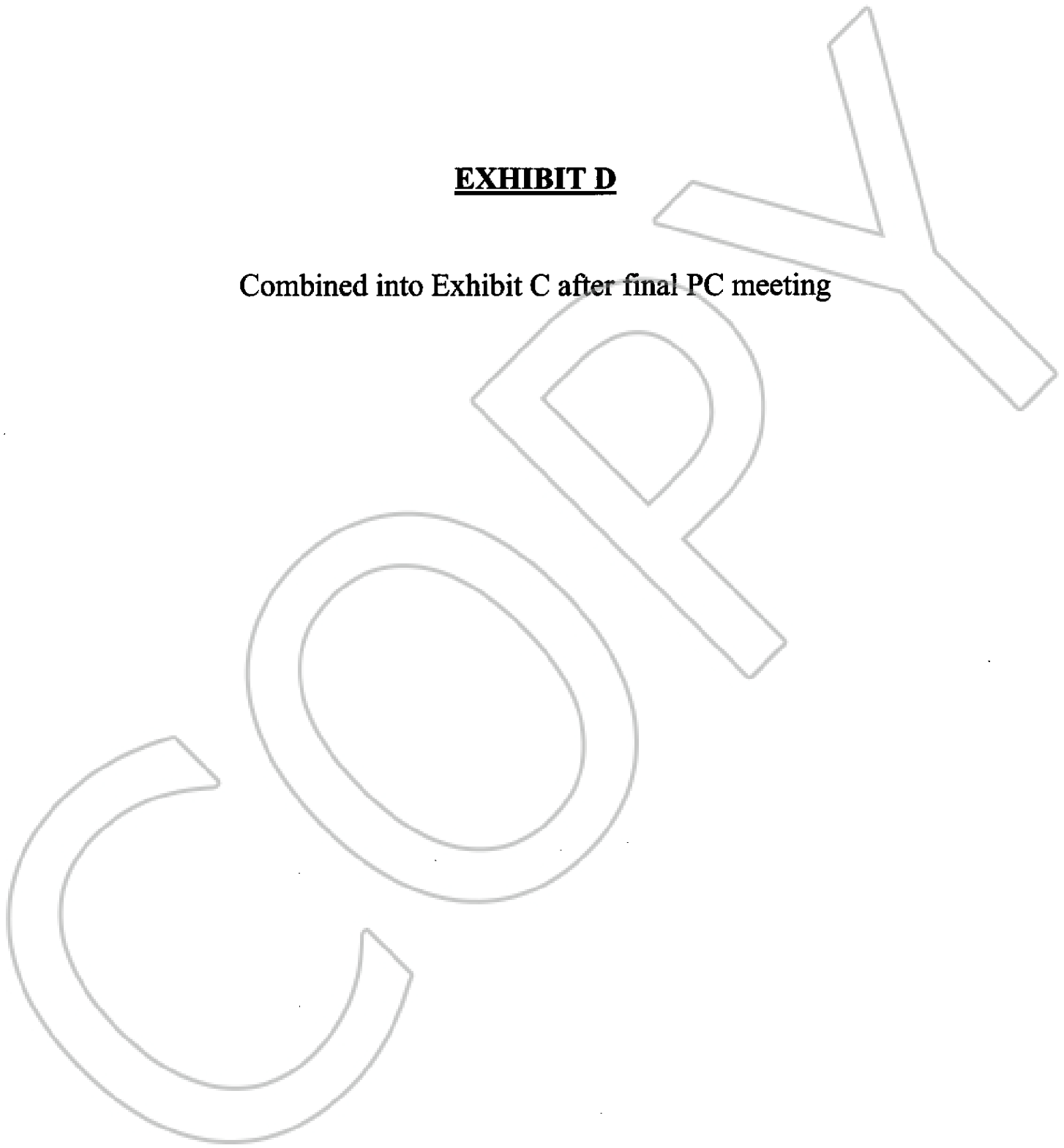
The Department agrees to use its best efforts to conduct the necessary maintenance and restoration in a commercially reasonable and prudent manner. All fees will be billed to Applicant at the above listed rates for actual hours logged and materials expensed by the Department. All work is to be conducted solely in connection with the Project construction impacts.

LINCOLN COUNTY BUILDING DEPARTMENT VALUATION FOR					
SOUTHWEST INTERTIE PROJECT-HARRY ALLEN TO THIRTYMILE 500kv					
	Tangent Lat. Tower	Angle Lat. Tower	Dead End Tower	Totals	Valuation Total
Concrete	\$3,400	\$5,100	\$10,400	\$18,900	
LC Numbers	379	17	9	405	
Concrete Total:				Full Val.	\$9,176.50
Steel Structure	\$36,100	\$44,800	\$52,400		
LC Numbers	379	17	9		
Valuation Fee	\$513	\$600	\$671		
Total Valuation	\$194,427	\$10,200	\$6,039	\$210,666	
Multiplier				14%	
Structure Total:					\$29,493.24
Mileage Fees:					
Section 1:	\$3,197.70				
Section 2:	\$973.50				
Contingency Sec 1:	\$1,158.30	3-trip			
Contingency Sec 2:	\$445.50	3-trip			
Mileage Totals:					\$5,775.00
	Concrete and Structures only		TOTAL:		44,444.74
Fiber Optic Regen Sites:					
	(200 square feet) x .57 per sq. ft.		2 Buildings	\$228.00	
	Plot Plan Review			\$40.00	
	Address Assignment Fee			\$40.00	
Mileage:	2 Trips (192m)@.55/m =		Turtlewalk Road	\$211.20	
	2 Trips (62m) @.55/m =		Laird Road Inters.	\$68.20	
	Fiber Optic Regeneration Stations		TOTAL:		\$587.40
Grading Permits for FORS:					
Turtlewalk Road FORS: (500 cubic yards) zz				\$95.00	
Laird Road Intersection FORS: (500 cubic yards)				\$95.00	
Plan Check Fee	2 permits			\$95.00	
Admin Fee	2 permits			\$19.00	
SLHCP Fee	1 permit applies			\$50.00	
	Grading Permit		TOTAL:		\$354.00
			BUILDING DEPARTMENT TOTALS*:		\$45,386.14
* Building Department fees associated with the Southwest Intertie Project shall be be fixed as of the date of approval of the Special Use Permit					



EXHIBIT D

Combined into Exhibit C after final PC meeting





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LINCOLN COUNTY ROADWAY INVENTORY

County Road Description	Mileage	Stipulation/ Mitigation	Cost	Panel #	Notes	Section
Turtlewalk Road	2 miles	C/ Water & material		26		1
Alamo Canyon to Dry Lake Bed	14 miles	B/ Water & aggregate		25	Batch plant/ lay down area	1
Powerline Road North to 93	22 miles	B/ Water & aggregate		25, 24, 23		1
Knoll Pond Road to ROW	7.1 miles	C/ Water & material		23	Batch plant/ lay down area	1
Total Miles Section 1	45.1 miles					
Powerline Road 93 to Dog Hollow Jn.	15 miles	B/ Possibly water & aggregate		21, 20, 22	Batch plant/ lay down area	2
Laird Road	10.8 miles	B/ Water & material		20, 21	Partially Labeled	2
Dog Hollow to Hershey Ranch	5.5 miles	C/ Water & material		20		2
Hershey to Pan. Am Road	7.8 miles	B/ Water & material		20	Not Labeled	2
Dog Hollow to Pan Am Road	8 miles	C/ Water & material		20	Partially Labeled	2
Hershey to Upper Pond Road	17 Miles	B/ Water & aggregate required		18, 19		2
Upper Pond Road Spur	1.8 miles	B/ Water & aggregate required		18		2
Bristol Road from 93 to U.P. Intersection	10 miles	A/ Water & maintain		18	Partially Labeled; Batch plant/ lay down area	2
Bristol to Cactus Patch Intersection	4 miles	B/ Water & maintain		18		2
Silver Kind Road from Bristol	21 miles	B/ Water & maintain		15, 16, 17, 18	Batch plant/ lay down area	2
Pan American to S.R. 320	12 miles	A/ Water & material				2
Total Miles Section 2	100.9 miles					
Grand Total Miles	146 miles					
						*Section 1: South of US 93
						*Section 2: North of US 93

Inspections will be performed on all sections by LC Road Department.
Speed limits required on all roads.
Inspections determine severity of mitigation.



L.C. Road Department Standards

A. Primary or Main

Material= screened or crushed gravel 3/4" to 1 1/2" depth 4" to 6"
 Times bladed or maintained= 6 times per year
 Drainage= culverts and drain ditches
 Right of way width= 60'
 Road Width= 24'
 Clean should and back slopes

B. Secondary or Moderate

Material= some screened or crushed gravel and native 3/4" to 1 1/2" depth 4" to 6"
 Times bladed or maintained= 4 times per year
 Drainage= some culverts and drain ditches
 Right of way= 60'
 Road width=20' to 24'
 Some shoulder work

C. Utility or Standard

Material= native
 Drainage= drain ditches
 Right of way= 40' to 60'
 Road width= 16' to 20'
 Shoulder work minimal as necessary

Inspections will be performed on all sections by LC Road Department.

Speed limits required on all roads.

Inspections determine severity of mitigation.

