

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
SHOSHONE FIELD OFFICE

Serial Number
IDI-37398

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:

**IDAHO POWER COMPANY
1221 W IDAHO STREET
PO BOX 70
BOISE, ID 83702**

receives a right to ~~construct~~, operate, maintain, and terminate **an overhead 34.5 kV power distribution line** on public lands described as follows:

Boise Meridian

T. 6 S., R. 21 E.,
sec. 24, SW ¼ SW ¼.
T. 6 S., R. 22 E.,
sec. 29, SW ¼ NW ¼, N ½ SW ¼ and, SE ¼ SE ¼;
sec. 30, NW ¼ NE ¼ and S ½ NE ¼;
sec. 33, NE ¼ NW ¼.
T. 7 S., R. 22 E.,
sec. 1, lot 1 and 2 and SE ¼ NE ¼.
T. 7 S., R. 23 E.,
sec. 5, W ½ SW ¼;
sec. 6, lot 3, SE ¼ NE ¼, NE ¼ SE ¼;
sec. 8, NE ¼ NE ¼.

- b. The right-of-way or permit area granted herein is: **40 feet wide, and about 2.5 miles long and contains about 12.13 acres**, more or less.
- c. This instrument shall terminate on **December 31, 2029, about 30 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 the renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

3. 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.
4. 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.

5. Terms and Conditions

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800 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 exhibits **A (Stipulations)**, **B (Plan of Development)**, and **C (Right-of-way Maps)**, 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)

(Signature of BLM Authorized Officer)

(Title)

(Title)

(Date)

6/20/2010

(Effective Date of Grant)

**RIGHT-OF-WAY GRANT
IDI-37398 EXHIBIT A**

STIPULATIONS

1. The holder, by accepting this right-of-way grant, agrees and consents to comply with and be bound by the following terms and conditions:
 - a. To the extent practicable, all Federal and State laws applicable to the authorized use and such additional Federal and State laws along with the implementing regulations that may be enacted and issued during the term of the grant.
 - b. That in the operation, and termination of the authorized use, there shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, religion, disability or national origin and all subcontracts shall include an identical provision.
2. The Holder of this right-of-way grant or the Holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
3. There is reserved to the Secretary of the Interior, or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under or adjacent to the land involved in this grant.
4. The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substances or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et. seq. or the Resource Conservation and Recovery Act, 42 U.S. C. 6901 et. seq.) on the permit area (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way). This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
5. The holder shall conduct all activities associated with the operation and termination of the right-of-way in a manner that will minimize disturbance to vegetation, drainage channels and stream banks. The holder shall take resource conservation and protection measures on the right-of-way as the authorized officer deems reasonably necessary. Areas disturbed during activities associated with the operation and termination of the right-of-way shall be reseeded at the discretion of the authorized officer with a seed mixture and rate of success to be determined by the authorized officer.
6. If snow removal from right-of-way area is undertaken, equipment used for snow removal operations shall be equipped with shoes to keep the blade 1.5 inches off the road surface. Holder shall take special precautions where the surface of the ground is uneven and at drainage crossings to ensure that equipment blades do not destroy vegetation.
7. The holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
8. Holder shall comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e. insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides shall be used only in accordance with their registered uses and within the 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. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license.

9. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer. Known locations of two-headed onion (*Allium anceps*) would be marked as avoidance areas before any ground disturbing activities begin. Once the activity is complete or no longer poses a threat to the resource, the marking would promptly be removed. IPC would be responsible for assuring that personnel are well trained to recognize these markers and understand the equipment/vehicle movement restrictions involved. If IPC needs to complete activities within the restricted area, they would work with the BLM to determine appropriate measures that would allow the work to be completed.
10. Known locations of two-headed onion (*Allium anceps*) would be marked as avoidance areas before any ground disturbing activities begin. Once the activity is complete or no longer poses a threat to the resource, the marking would promptly be removed. IPC would be responsible for assuring that personnel are well trained to recognize these markers and understand the equipment/vehicle movement restrictions involved. If IPC needs to complete activities within the restricted area, they would work with the BLM to determine appropriate measures that would allow the work to be completed.
11. To avoid causing harm to migratory birds O&M activities should not take place during the Migratory Bird nesting season from February 1 through July 31st, or until occupied nests are no longer active. If O&M and/or construction activities must take place during this timeframe an exception request must be submitted to the BLM in writing requesting a variance to the stipulation.
12. In addition to the stipulations listed above the holder shall be responsible for implementing and following the Mitigation Measures and Standard Stipulations identified in the attached Plan of Development.