Form 2910-1
(May 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

PUBLIC AIRPORT LEASE

Serial Number

IDI-0-10310

This indenture of lease, entered into this _____ day of _____, 20_____, by and between the UNITED STATES OF AMERICA, hereinafter called lessor, acting in this behalf by the

Bureau of Land Management, Department of the Interior

and

Idaho Transportation Department, Division of Aeronautics

hereinafter called lessee, under, pursuant, and subject to the terms and conditions of the Act of May 24, 1928, as amended, (49 U.S.C. 211-214) and the regulations thereunder (43 CFR 2911):

WITNESSETH:

Sec. 1. That lessor, in consideration of rents to be paid and covenants (Exhibit A) to be observed, as herein set forth, does hereby grant and lease to lessee the exclusive right and privilege of maintaining an airport on the following-described land, to-wit:

Boise Meridian,
T. 1 S., R. 24 E.,
sec. 22, S½SW¼NW¼,
S½N½SE¼NW¼,
N½S½SE¼NW¼. (portion of)
(see exhibit B for additional details)

containing approximately **10** acres, together with the right to construct and maintain all buildings or other improvements necessary as an airport for the accommodation of the public for a period of **20** years and, if at the end of said period lessor shall determine that a new lease should be granted, lessee will be accorded a preference right thereto upon such terms and for such duration as may be fixed by lessor.

Sec. 2. For and in consideration of the foregoing, lessee hereby agrees:

(a) To establish a public airport on said tract and to maintain such airport during the life of this lease.

(b) To pay lessor, each year in advance, the annual rental required under Sec. 3(a) of this lease.

(c) To complete the construction facilities for service, fuel, and other supplies necessary to make the land available for public use as an airport within one (1) year from date of this lease.

(d) To keep the airport equipped and maintained, at all times, in accordance with the requirements made by the Federal Aviation Administration.

(e) That all departments and agencies of the United States operating aircraft shall have free and unrestricted use of the airport. With approval of lessor, any department or agency shall have the right to erect and install such structures and improvements deemed advisable, including facilities for maintaining supplies of fuel, oil, and other materials for operating aircraft.

(f) That whenever the President deems it necessary for military purposes, the Secretary of Defense may assume full control of the airport.

(g) Not to allow use of the premises included in this lease for unlawful purposes or for any purpose not in harmony with use as an airport.

(h) That authorized representatives of lessor or the Federal Aviation Administration shall, at any time, have the right to enter the leased premises for the purpose of inspection and shall have free access to records of operations under authority of this lease.

(i) Not to assign or sublet this lease without consent of lessor, and to submit for consideration all assignments made, subject to lessor's approval.

(j) To submit to the Federal Aviation Administration, for its approval, regulations to govern the use of the airport.

(k) *Equal Opportunity clause*. During the performance of this contract, the lessee agrees as follows:

(1) The lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.

(2) The lessee will, in all solicitations or advertisements for employees placed by or on behalf of the lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The lessee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the lessee's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employement.

(Continued on page 2)

(4) The lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the lessee's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The lessee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* That in the event the lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the lessee may request the United States to enter into such mitigation to protect the interests of the United States.

Sec. 3 It is understood and agreed that:

(a) The rental charge shall be

$100 dollars per annum, that the charge shall be subject to reconsideration and revision at five-year intervals.

(b) Rates and prices for accommodation and service may be fixed by the lessor, whenever deemed necessary.

(c) If lessee shall fail to: (1) use the premises or any part thereof for a period of at least 6 months; (2) use the property or any part thereof for a purpose other than the authorized use; (3) pay the annual rental in full on or before the date due; (4) maintain the premises according to the ratings set by the Federal Aviation Administration; (5) comply with the regulations set forth in 43 CFR 2911 or the terms of this lease; lessor may cancel, in whole or in part, this lease.

(d) Upon termination of this lease, by expiration or forfeiture, or whenever the United States may claim right of possession as herein provided, lessee agrees to surrender possession of premises and to comply with such provisions and conditions respecting removal or improvements and equipment on the property as may be made by lessor.

Sec. 4. It is further agreed that no Member of, or Delegate of Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent or employee of the Department of the Interior, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18, U.S.C. 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

IN WITNESS WHEREOF

THE UNITED STATES OF AMERICA

_____
(Signature of Lessee)

By _____

WITNESSES TO SIGNATURE OF LESSEE

_____

_____

[SEAL]

_____

NOTE: *If this lease is executed by a corporation, it must bear the corporate seal.*

EXHIBIT A
Stipulations for Lease for Airport (Landing Strip)

1. The Holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this grant or permit.

2. The holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the air strips within the authorized limits as described in the lease and shown in Exhibit B.

3. The authorized officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.

4. 90 days prior to termination of the lease, the Holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the Holder's commencement of any termination activities.

5. There is reserved to the Secretary of the Interior, or his/her 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.

6. The Holder shall protect all survey monuments found within the lease area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management survey monuments or references are obliterated during Holder's operations, the Holder shall secure the services of a registered land surveyor or Bureau cadastral surveyor to restore the disturbed monument and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for the survey cost.

7. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.

8. The Holder shall conduct all activities associated with the operation and termination of the landing strip within the authorized limits of the lease area. If at any time the Holder wishes to reconstruct, remodel or relocate any portion of the landing strip, or the improvements, in a manner that has been determined to be a substantial deviation, prior written authorization must be obtained from the authorized officer.

9. The lease area 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, ash, and equipment that are a result of the Holder's activities.

10. 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 lease. 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. Pesticides shall not be permanently stored on public lands authorized for use under this lease. Applicator(s) shall hold a current applicator's license or be under the direct supervision of a licensed applicator.

11. The lease does not provide for the use of rodenticide for rodent control. Prior to the lease holder conducting rodent control, the holder shall obtain from the authorized officer written approval of a site specific plan that includes specific rodent control measures, a target specie(s), and design features that would limit impacts to non-target species. The lease holder is also responsible for coordinating rodent control measures with the Idaho Department of Fish and Game and/or United States Fish and Wildlife Service (USFWS), as applicable.

12. The Holder(s) shall comply with all applicable Federal, State and local 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 ROW or any of the ROW facilities, or used in the construction, operation, maintenance or termination of the ROW or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended, (hereinafter "CERCLA") and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended, (hereinafter "RCRA") and its regulations. The term hazardous material also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 U. S. C. § 2011 et seq., as amended. The term does <u>not</u> 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.

13. The lease Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.) on the lease area (unless the release or threatened release is wholly unrelated to the lease Holder's activity on the landing strip). This agreement applies without regard to whether a release is caused by the Holder, its agent, or unrelated third parties.

14. The Holder(s) shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. § 2601 et seq. (1982) with regards to any toxic substances that are used, generated by or stored on the lease area or on facilities authorized under this lease 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, 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.

15. 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 (hazardous liquids transported by pipeline).

16. When performing construction and maintenance (including emergency repairs) activities during the "closed" fire season (May 10 – October 20), as set by Idaho State Law, Title 38-115, or during any other closed fire season prescribed by the BLM Idaho State Director, the Holder, including those 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, watersprayer, etc.).

17. During conditions of extreme fire danger or when the State of Idaho and/or the BLM Idaho State Director issues a fire restriction order, operations shall be limited or suspended in specific areas, or additional measures may be required by the authorized officer.

18. In accordance with 43 CFR 2805.12(d) (or subsequent revisions), the Holder shall do everything reasonable to prevent wildfires on or in the immediate vicinity of the lease. The Holder will immediately report fires to the BLM authorized officer or Fire Dispatch 800-974-2373 and take all necessary fire suppression actions, when safe to do so, with their personnel and equipment on any fires they cause to ignite.

19. The Holder shall report to the Fire Investigator or BLM Incident Commander and shall not enter into the origin area on BLM fires unless given permission to do so.

20. Pursuant to 43 CFR 10, the Holder of this authorization must immediately notify the authorized officer, by telephone, with 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 Holder must stop activities in the vicinity of the discovery and protect it until notified to proceed by the authorized officer. The BLM Authorized Officer will determine avoidance, protection or mitigation measures in consultation with the Holder, Idaho SHPO, and affected Tribes. Costs associated with the discovery, evaluation, protection or mitigation of the discovery shall be the responsibility of the Holder.

21. Any cultural and/or paleontological resource (historic or prehistoric site or object, or fossil) discovered by the Holder, or any persons working on his behalf on public or Federal land shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and mitigation, and any decision as to proper avoidance, protection or mitigation measures will be made by the authorized officer after consulting with the Holder and others under Section 106 of the National Historic Preservation Act.

22. Operations and maintenance within the lease area shall comply with the most current nest management guidelines provided by the U.S. Fish and Wildlife Service (USFWS) as clarified in ID-IB-2010-039, or most recent guidance.

23. If proposed operations and maintenance activities are located within one mile of bald or golden eagle nests, the Holder shall coordinate with the BLM and the USFWS to determine the likelihood of disturbance and any appropriate measures necessary to comply with the Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.).

24. Operations and maintenance activities shall be conducted, as much as possible, within the lease area in order to avoid and/or minimize take of migratory birds as defined in the Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. § 703 et seq.) as amended. If any ground disturbing activities must occur during the nesting season (e.g., soil disturbance or vegetation removal), the Holder shall coordinate with the BLM and USFWS to determine appropriate measures to comply with the MBTA. At a minimum, the Holder shall consider conducting ground disturbance and vegetation removal either prior to or following the nesting season to avoid take during the nesting season.

25. The Holder shall be responsible for weed control, including noxious weeds and non-native invasive plants that result from construction, use, or maintenance authorized in the Holder's ROW grant. The Holder must coordinate with the Authorized Officer and/or local authorities for acceptable weed control measures (within limits imposed in the grant stipulations) prior to implementing weed treatments. If herbicides are to be used for weed control, the applicator(s) shall hold a current State of Idaho applicator's license or be under the direct supervision of a licensed applicator.

26. The use of herbicides will be limited to spot treatments of noxious weeds. Herbicide applications shall be implemented utilizing backpack and or ATV/UTV mounted sprayers. Aerial broadcast herbicide treatments are not authorized under this lease.

27. The Holder is responsible for ensuring the undercarriages of equipment and/or vehicles used within the ROW are free of all soil and plant material prior to operating on public lands to reduce the establishment of new invasive, non-native species and/or the spread of existing species to new areas.

28. The Holder shall seed all disturbed areas with an agreed upon seed mixture, using an agreed upon method suitable for the location. Seeding shall be repeated if a satisfactory stand is not obtained as determined by the authorizing officer upon evaluation after the 3rd growing season.

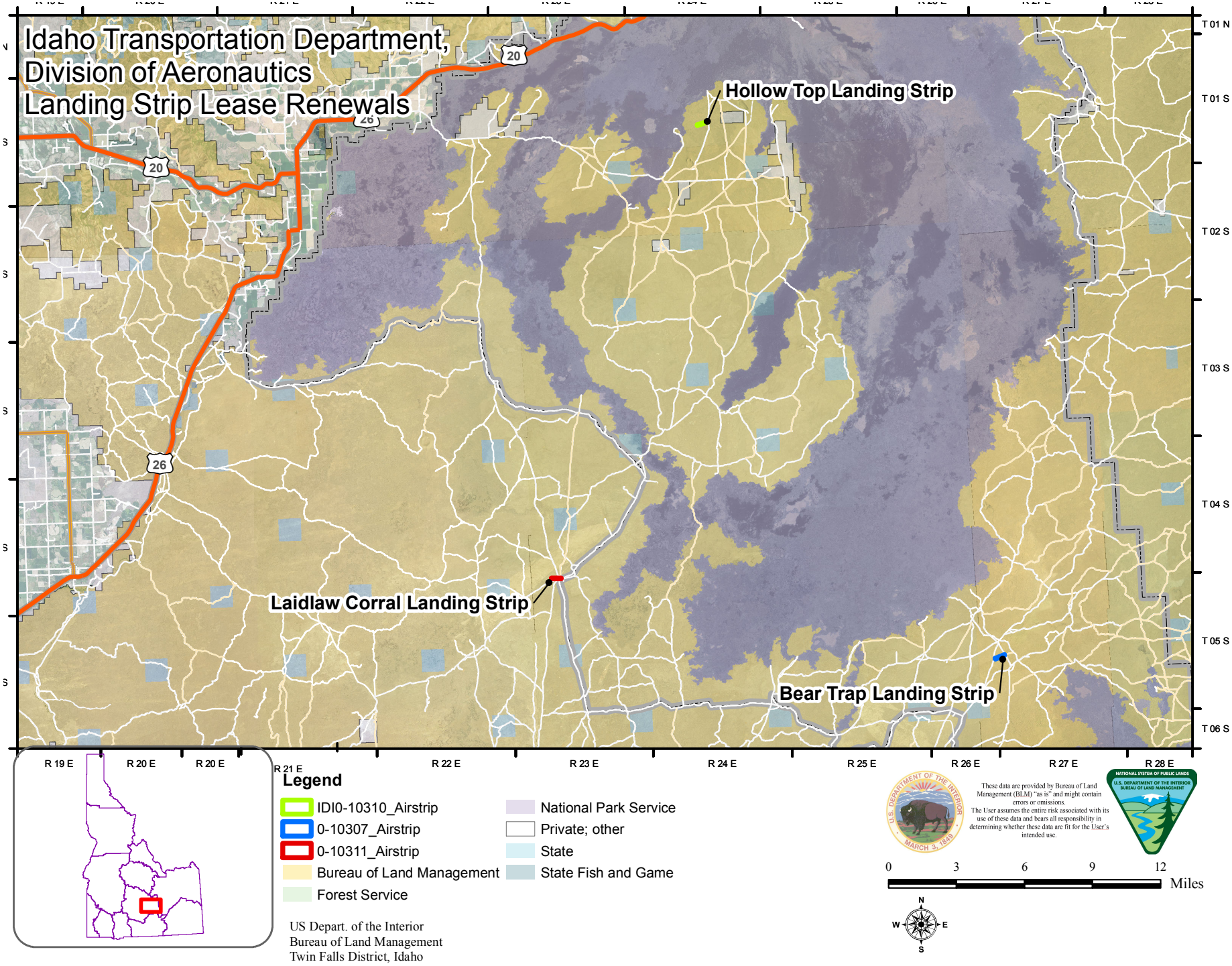
29. The lease area may now or in the future contain threatened, endangered, or special-status plants and/or animals, or their habitats. BLM may require modifications to or disapproval of ongoing and/or proposed activities that may harm such a species or their habitat. Project specific studies may be required to inventory special status species prior to activities that have the potential to harm these species or their habitat. BLM will not approve ground-disturbing activities that may affect threatened or endangered species or critical habitat designated by the U.S. Fish and Wildlife Service until BLM completes its consultation obligations under applicable requirements of the Endangered Species Act as amended, 16 USC 1531 et seq., including implementation of additional mitigation requirements necessary to avoid impacts to special status species.

30. Maintenance activities shall not result in repeated or sustained disturbance (e.g. visual, noise over 10 dba at lek, etc.) to lekking birds from 6:00 pm to 9:00 am within 2 miles (3.2 km) of leks during the lekking season.

31. The holder will avoid Mechanized anthropogenic disturbances resulting from maintenance or construction of authorized infrastructure during sage-grouse nesting and wintering periods when these actions would occur within sage grouse nesting and wintering habitat, respectively.

32. The holder will limit use of the landing strips to emergency purposes only between the hours of 6:00 pm to 9:00 am from March 15th to May 1st or as otherwise identify by the Authorized Officer.

IDI-0-10310
Exhibit B



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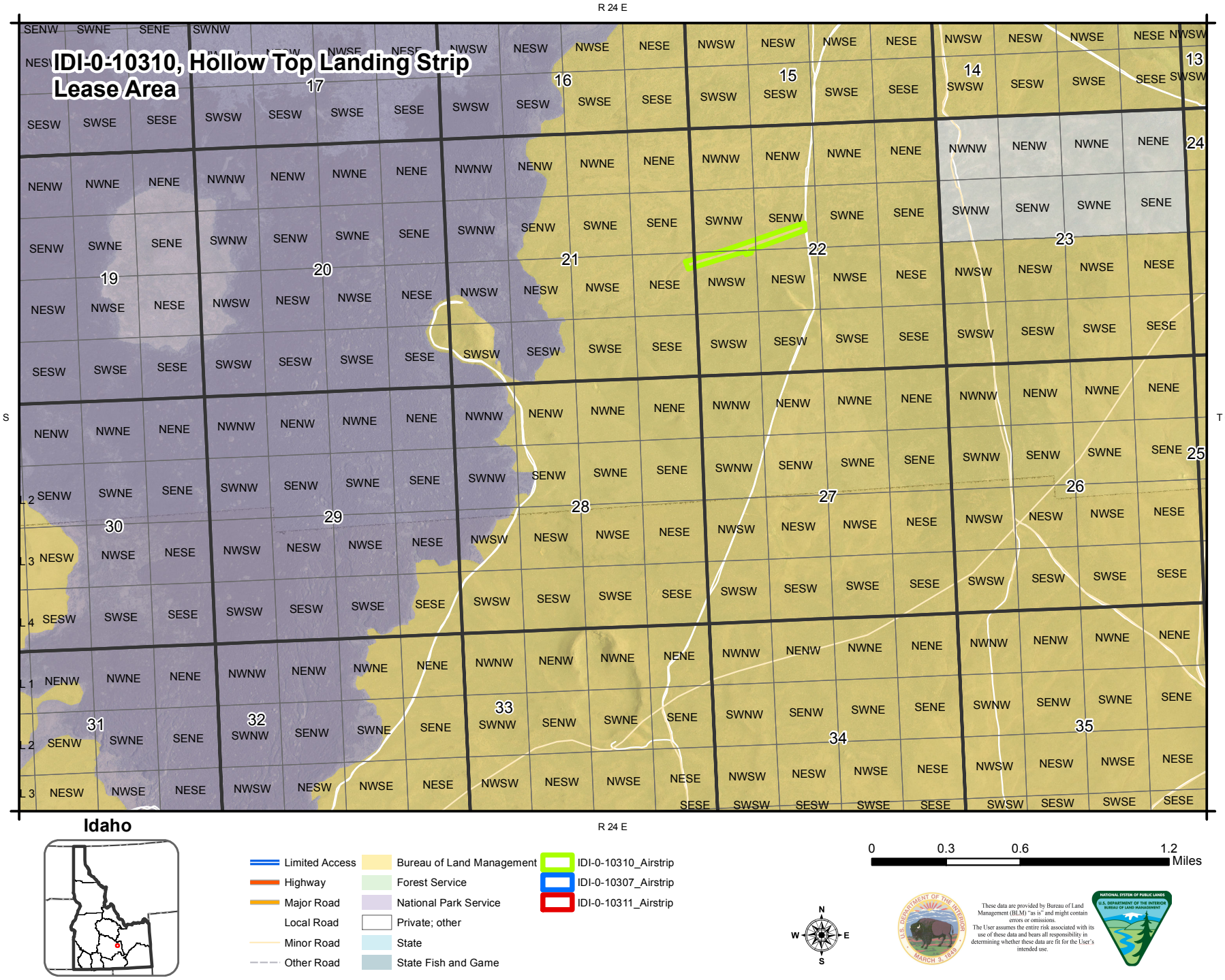
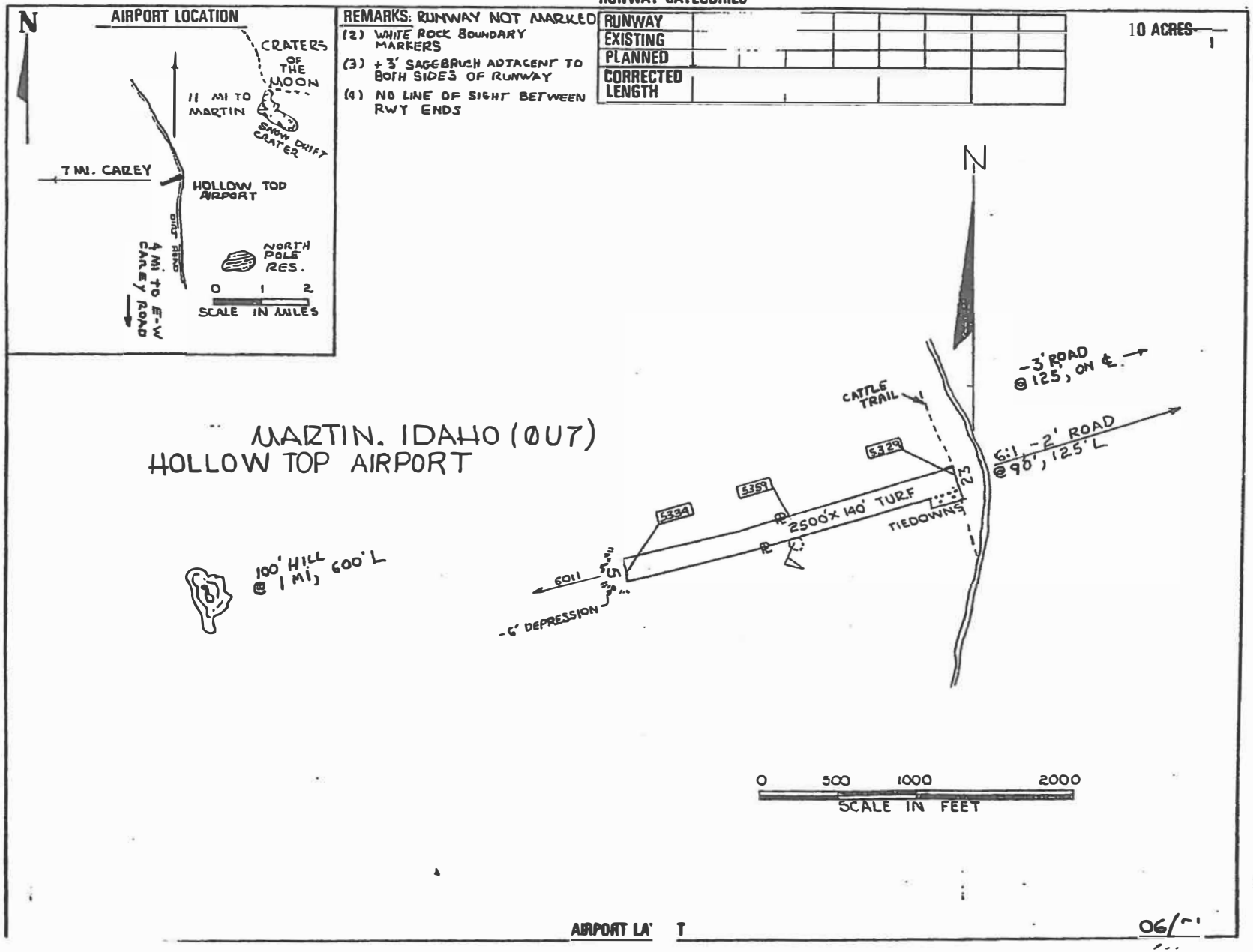
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