

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-27046

AMENDED

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 **eleven (11) segments of both underground and overhead 12.5 kV power distribution lines and two (2) anchor sites** on public lands described as follows:

**T. 4N, R. 17E, Boise Meridian (portions of)
Sec. 1: SWNE, Lots 2, 5**

**T. 5N, R. 17E, Boise Meridian (portions of)
Sec. 36: NWNW, SENW, E2SW, SWSW**

- b. The right-of-way or permit area granted herein is: **20 feet wide, and about 2.34 miles long (anchor sites are 30 feet) and contains about 5.67 acres**, more or less.
- c. This instrument shall terminate on **December 31, 2019, 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.
- 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.

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 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 **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)	(Date of Amendment)
	September 18, 1989
	(Effective Date of Grant)

**AMENDED RIGHT-OF-WAY GRANT
IDI-27046
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 construction, operation, maintenance, 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.
 - c. When requested by the Authorized Officer, the Holder shall make his equipment already at the site with operators, temporarily available for fighting fires in the vicinity of the project. Payment for such services will be made at rates determined by the Authorized Officer.
2. Holder shall comply with all applicable federal laws and regulations existing or hereafter enacted or promulgated. In any event, 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 permit area or on facilities authorized under this permit. (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 concurrent with the filing of the reports to the involved Federal agency or State government.
3. 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.
4. 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.

5. The holder shall construct, operate and maintain the facilities, improvements, and structures within the right-of-way limits. If at any time the Holder wishes to reconstruct, remodel or relocate any portion of the right-of-way, or the improvements, prior written approval must be obtained from the Authorized Officer. No such approval will be given unless the request is authorized by law, and an application is made under applicable regulations.
6. The authorized officer may suspend or terminate in whole or in part this right-of-way grant 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.
7. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of 4 inches deep, the soil shall be deemed too wet to adequately support construction equipment
8. Any cultural and/or paleontological resource (historic or prehistoric site object) discovered by the holder, or any person 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 any decision as to proper mitigation measures will be made by the authorized officer after consulting with the holder.
9. The Holder shall conduct all construction and maintenance activities 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 construction shall be reseeded with a seed mixture and rate of success to be determined by the Authorized Officer.
10. The holder shall protect all survey monuments found within the right-of-way. 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 right-of-way monuments or references are obliterated during 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.

11. As directed by the Authorized Officer the Holder shall be responsible for control of noxious weed species that result or would result from the improvements authorized under this grant.
12. 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. A chemical shall not be used if the Secretary of Interior has prohibited its use. This list is periodically updated; please contact the Shoshone Field Office for the most recent list. Pesticides shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license.
13. The holder shall permit free and unrestricted public access to and upon the right-of-way for all lawful purposes except for those specific areas designated as restricted by the authorized officer to protect the public, wildlife, livestock, or facilities constructed within the right-of-way.
14. 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.
15. The Holder shall keep the right-of-way clean by removal of any debris or waste resulting from construction and/or maintenance.
16. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
17. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
18. Unless otherwise agreed to by the Authorized Officer in writing, power lines shall be constructed in accordance to standards outlined in the most recent version of the report, *Suggested Practices for Avian Protection on Power Lines* (Avian Power Line Interaction Committee, 2006). The Authorized Officer reserves the right to require modification(s) or additions to all powerline structures within the right-of-way area in regards to avian protection. Such modifications and/or additions shall be made by the Holder without liability or expense to the United States.