

FINAL
LAND MANAGEMENT
AND
BUFFER ZONE PLANS

Bear River Hydroelectric Project
FERC Project No. 20



Prepared for:
PacifiCorp
Portland, Oregon

Prepared by:
EDAW, Inc.
Seattle, Washington

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Acronyms and Abbreviations

AU	animal-unit
BCMAF	British Columbia Ministry of Agriculture and Food
BCT	Bonneville Cutthroat Trout
BLM	U.S. Bureau of Land Management
BMP	best management practice
CB	Caribou County
ECC	Environmental Coordination Committee
EMS	Environmental Management System
ESA	Endangered Species Act
FERC	Federal Regulatory Energy Commission
FI	Franklin County
GPS	global positioning system
HPMP	Historic Properties Management Plan
ID	Idaho
IDFG	Idaho Department of Fish and Game
IDWR	Idaho Department of Water Resources
ISDA	Idaho State Department of Agriculture
LMP	Land Management Plan
NGO	non-governmental Organization
NRCS	Natural Resources Conservation Service
O&M	operation and maintenance
OHV	off-highway vehicle
PM&E	protection, mitigation, and enhancement
Project	Bear River Hydroelectric Project
ROW	right-of-way
RTSP	Recreation and Traffic Safety Plan
SA	Settlement Agreement
TBD	to be determined
USDI	U.S. Department of the Interior
USFS	U.S. Forest Service

1.0 INTRODUCTION

The Bear River Hydroelectric Project (Project) is owned and operated by PacifiCorp, a U.S. Division of Scottish Power (doing business as Utah Power and Light Co.). Located on the Bear River in southeastern Idaho, the Project consists of four developments – Soda, Grace, Cove, and Oneida – which are hydrologically and operationally connected. The Federal Regulatory Energy Commission (FERC) relicensed the four developments as a single Project (FERC Project No. 20) on December 22, 2003. In their order issuing the new license, the FERC also approved the Settlement Agreement (SA) for the Bear River Project. The SA was the outcome of a relicensing process between PacifiCorp and 16 stakeholder participants who represented various resource agencies and interest groups. The SA includes a number of protection, mitigation, and enhancement (PM&E) measures designed to address the effects of Project operations and maintenance on natural and cultural resources, safety, and recreation in the vicinity of the Soda, Grace, Cove, and Oneida developments. Most of these measures were incorporated as articles into the new FERC license order with little or no modification.

As stipulated in the SA and by the FERC license order for the Bear River Project (FERC Article 424), PacifiCorp will prepare a Land Management Plan (LMP) for PacifiCorp-owned lands within the FERC Project boundary (including additional lands added per Article 427) (Appendix A). The FERC Order specifically required that the LMP include the following information:

- A description of any existing or proposed measures to be implemented on licensee-owned lands to reduce livestock grazing impacts, including an implementation schedule;
- A description of any existing or proposed measures to be implemented to protect and improve habitat and wetlands on Project lands and in the Cove bypassed reach, including an implementation schedule; and
- Documentation of the establishment of a shoreline buffer zone on licensee-owned lands, the installation of fencing on the buffer zone, and implementation of the associated provisions, required under Articles 425 and 426. This documentation shall include a detailed description of the buffer zone and fencing, including appropriate maps or drawings showing the location and width of the buffer zone and fencing in relation to the Bear River and reservoirs and around wetlands and springs for each of the developments within the Project boundary.

This LMP fulfills the requirements of Article 424 and addresses requirements in FERC Articles 425 and 426 (Appendix A) that call for development of a Shoreline Buffer Zone Plan and a Cove Bypass Reach Buffer Zone Plan, respectively. All measures related to shorelines, wetlands, and riparian areas has been compiled into this LMP to provide

overall management guidance related to wetland and riparian habitats on PacifiCorp-owned land within the FERC Project boundary.

As required by the FERC, this LMP was prepared through consultation with the Environmental Coordination Committee (ECC). Comments received from ECC members on the first draft of the LMP are summarized in Appendix B. This LMP applies specifically to all PacifiCorp-owned land within the FERC Project boundary. Where feasible, PacifiCorp will also apply program elements of the LMP to other PacifiCorp-owned lands that are adjacent to the FERC Project boundary to ensure consistency of management actions on all PacifiCorp-owned lands, whether the land is within FERC jurisdiction or not. However, the application of LMP program elements within non-Project lands is voluntary.

1.1 Project Location and Description

The Project includes (upstream to downstream) four hydroelectric developments—Soda, Grace, Cove, and Oneida (Figure 1.1-1). The Project License Applications (PacifiCorp 1999a, b, c) provide a complete description of each of the separate developments. The new FERC Project boundary will encompass all Project facilities as well as PacifiCorp-owned lands along the Bear River upstream of Cove Dam and the Grace Powerhouse in the lower end of Black Canyon and downstream of the Oneida Powerhouse to the Oneida Narrows Take-out recreation site (FERC Article 427). In this LMP, the term “Project area” includes lands within the FERC Project boundary. The following is a brief description of each Project development.

- The Soda Development is located about 5 miles west of Soda Springs, Idaho in Caribou County. Alexander Reservoir is created by Soda Dam and covers approximately 1,100 acres.
- The Grace and Cove Developments are located in Caribou County, Idaho, approximately 38 miles north of Utah border near the town of Grace. The Grace Forebay covers 38 acres and fluctuates by approximately 0.3 ft per day. The 26,000-ft-long Grace flowline carries water from the diversion to the Grace Powerhouse. The Grace bypass river reach is 6 miles long. The Cove Forebay has a surface area of 10 acres while the 6,125-ft-long flume and 500-ft-long penstock deliver water to the Cove Powerhouse. The Cove Development has a 1.9-mile-long bypass reach, although operation of the development was discontinued in March 2003. The 22 miles of river between the Cove Powerhouse and the Oneida Reservoir is not included in the FERC Project boundary.
- The Oneida Development is located in Franklin County, Idaho, approximately 13 miles northeast of the city of Preston. The Oneida Reservoir covers approximately 480 acres. The Oneida bypass reach between the dam and the powerhouse is less than 0.5 mile long.

Figure 1.1-1 Vicinity Map

Back of Figure 1.1-1. Vicinity Map.

The Last Chance Development, located between the Soda and Grace Developments, is a non-Project facility that is owned by PacifiCorp but is not included in the Bear River Hydroelectric Project. The Last Chance Development is included in this LMP for the purpose of consolidating all PacifiCorp land management guidance in the vicinity of the Project in one document. This will provide increased efficiency and consistency when implementing the LMP and managing all PacifiCorp-owned lands within or near the Project.

1.2 Organization of the LMP

Current and future land management activities and practices on PacifiCorp land in the FERC Project boundary and on adjacent PacifiCorp property were considered in the development of land management classifications that define the general allowable activities and future land management actions on PacifiCorp-owned lands. These land management classifications also provide a general framework for development of the Shoreline Buffer Zone Plan and the Cove Bypass Reach Buffer Zone Plan.

This LMP identifies overall land management guidelines for protecting natural resources (primarily wetland and riparian communities) for land use categories in the Project area. These guidelines or “tools” can be implemented across the Project, for each Project development and also take into account the management needs at the scale of the individual parcel. The guidelines are organized to develop the Shoreline Buffer Zone Plan and the Cove Bypass Reach Buffer Zone Plan and to implement specific management actions (e.g., weed control activities) that can affect the success of one or more of the land management guidelines. The LMP provides the framework for developing strategies to meet the resource protection objectives stipulated by the SA and the FERC license order. The LMP does not include detailed site plans that will be necessary to implement the LMP (Section 4.5). A framework for implementing the LMP is summarized in Figure 1.2-1. The remainder of this LMP document is divided into the following sections:

Section 2: Overview –Section 2 presents a discussion of the overall intent of the LMP, a framework of management guidelines for various land use classifications, methods utilized for developing this plan, roles of PacifiCorp and the ECC, LMP review and update process, and coordination with other plans developed for the Project.

Section 3: Existing Conditions, Land Management Practices, and Issues – Section 3 presents a discussion of the current land uses that occur in the Project area, the classifications of land uses and standards, and descriptions of issues at the Project Developments.

Section 4: Land Management Program – Section 4 presents an overall structure for implementing program elements of the LMP, including buffers, agricultural leases, public access, vegetation management, monitoring, and coordination. This section also describes specific actions that are proposed at the Project Developments.

Section 5: References and Literature Cited – Section 5 presents a list of literature and other sources of information used in developing the LMP.

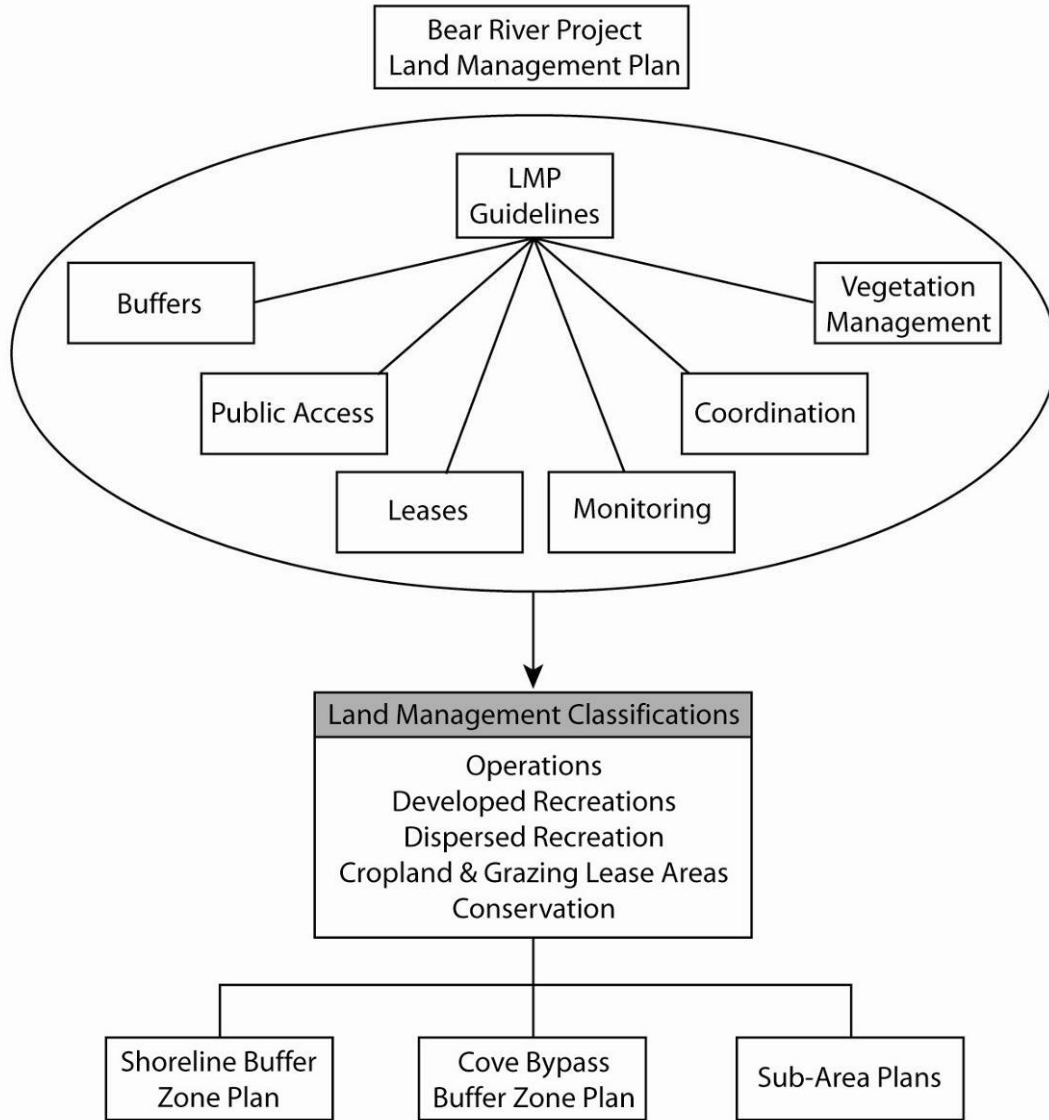


Figure 1.2-1. Land Management Plan Structure.

2.0 OVERVIEW

2.1 Purpose and Intent

This LMP fulfills FERC license requirements specified in License Articles 424, 425, 426, and 427 (Appendix A) (FERC 2003). The LMP provides guidance for the management of all Company lands in the FERC Project boundary, and a framework for better coordinating land management activities with county, state, federal, and other private landowners. The primary purpose of the LMP is to minimize adverse effects to natural resources, particularly shoreline and riparian/wetland habitats that are important for aquatic ecosystem functions and wildlife habitat. The LMP also addresses overall land uses and management activities on all PacifiCorp-owned lands (wetlands, riparian habitat, and uplands) in the FERC Project boundary.

2.2 Methods Used in Developing the Plan

This LMP was developed using the following steps:

1. Review Existing Documentation—Existing documents pertaining to the Project and ECC meeting notes were reviewed for background information on the issues affecting natural resources in the Project area and on adjacent PacifiCorp land that need to be addressed in the LMP.
2. Conduct Field Reconnaissance – Existing conditions of natural resources associated with the Project were examined in the field during September 2004. In addition, dispersed recreation sites were marked on maps or entered with a global positioning system (GPS).
3. Develop Management Guidelines—Management guidelines for natural resources focused on protecting or enhancing springs, wetlands, and riparian habitat and other activities that affect vegetation.
4. Develop Land Management Classifications—A land management classification system was developed for the Project area and adjacent PacifiCorp lands that defined appropriate uses and protection guidelines. Conservation zones were defined based on field visits and relevant literature to protect wetland and riparian habitat, shorelines, and springs using buffer distances adjusted to the conditions in the Project area.
5. Develop Land Use Standards—Land use standards for each land management classification were developed that specify allowable uses and detail management objectives for public access, vegetation management, sensitive habitats (i.e., wetlands and riparian habitats), and agricultural uses.

6. Incorporate Pre-filing Review Comments—A Draft LMP was reviewed by PacifiCorp and the ECC. Specific comments were then incorporated into the LMP prior to filing with the FERC.

2.3 PacifiCorp and ECC Roles and Responsibilities

Implementation of the LMP is the primary responsibility of PacifiCorp as licensee. FERC has indicated that the LMP be implemented through direct consultation with the ECC. The ECC is composed of representatives from state and federal resource agencies; non-governmental Organizations (NGOs); tribes; and other stakeholders. Below are the overall roles and responsibilities of the primary stakeholders involved in implementation of the LMP.

2.3.1 PacifiCorp Roles

- Implements the LMP including funding and implementation of specific management actions;
- Participates as a member of the ECC;
- Coordinates updates to the LMP;
- Coordinates notification to ECC members;
- Coordinates with other Project-related resource management plans including the Recreation and Traffic Safety Plan (RTSP) and Historic Properties Management Plan (HPMP);
- Submits Annual Reports to the FERC;
- Coordinates with the U.S. Department of the Interior, Bureau of Land Management (USDI-BLM) on issues that affect BLM-administered land;
- Funds and/or conducts any required environmental compliance and permitting for federal, state, and local regulations;
- Conducts or funds weed control and monitoring within the FERC Project boundary; and
- Conducts vegetation maintenance associated with Project operation and maintenance (O&M).

2.3.2 ECC Roles

- Prioritizes implementation projects in consultation with PacifiCorp;
- Consults on coordination of the implementation of the LMP;
- Consults and monitors implementation of PM&E measures, and consults on ongoing monitoring requirements;
- Coordinates responses and evaluations specifically assigned to the ECC in the FERC License Order;
- Provides consultation on all plans, including the updates of this LMP, that are developed by PacifiCorp;

- Prioritizes ECC-sponsored land management actions within the Project boundary and reviews PacifiCorp-prepared Site Plans;
- Reviews and comments on the draft Annual Report of ECC activities; and
- Serves as a common point of contact for public information regarding SA implementation.

2.4 Periodic Review and Updating of the LMP

The ECC and PacifiCorp will meet at least annually to review progress on the LMP and other SA implementation actions. During ECC meetings, PacifiCorp and the ECC will prioritize future LMP management actions and Site Plans, as well as review any necessary environmental analyses, compliance, and permitting. Because of the lead-time needed for some compliance activities (e.g., wetlands permitting, cultural resource inventories, or Endangered Species Act [ESA] Section 7 consultation), advance scheduling is essential for timely implementation of management actions. Management actions that require regulatory oversight will be scheduled 2 years in advance, to the extent possible. The status of implementation of the LMP will be included in the Annual Report submitted to the FERC, as required in Article 401 of the License Order.

Every 10 years during the term of the license, PacifiCorp will initiate a formal review of the LMP. Factors that may trigger major updates to the LMP include the following:

- Revisions and updates to agency-adopted land and resource management plans;
- Catastrophic natural events, such as floods, major forest fires, or natural disasters; and
- New federal or state policies, regulations, and laws that significantly affect natural resources in the Project area for the new license term.

Upon completion of an updated LMP by PacifiCorp and review by the ECC, the new LMP will be reprinted only if major substantive changes are agreed upon during the review period. The updated LMP will be submitted to FERC for final review and approval. Minor updates of the LMP may be made at any time with the approval of PacifiCorp, the ECC, and FERC.

2.5 Coordination with Other Plans

This LMP is one of a number of resource management plans that provide implementation direction and guidance for various activities and resources associated with the Project. Other relevant plans include:

- The plan for implementing whitewater boating flows in Black Canyon (Grace bypass);
- New operational flow regimes below each dam;
- HPMP;
- RTSP;

- Bonneville Cutthroat Trout (BCT) Restoration Plan (to be developed);
- Kackley Springs Plan (FERC Article 410);
- Operations and Compliance Plan (FERC Article 415); and
- Water quality monitoring plans (FERC Article 413).

PacifiCorp will coordinate the LMP with its Environmental Management System (EMS), which is an internal Company-wide system for tracking environmental impacts and corrective actions.

2.6 Explanation of Terms

Key terms and concepts used throughout the LMP include:

- Annual Report - A comprehensive report of license implementation actions completed in the previous year and planned for the upcoming year, as required in FERC Article 401.
- Cove Bypass Buffer Zone Plan – Plan establishing protection buffers around shorelines and wetland/riparian habitats on all PacifiCorp-owned land within the Cove bypass reach and establishing a program for funding fencing of non-PacifiCorp land in cooperation with area landowners, as defined in FERC Article 426.
- Desired Future Condition - A detailed description of a future condition of resources within a specified parcel that will be defined in the Site Plans, in consultation with the ECC.
- Environmental Coordination Committee (ECC) – A work group established by the SA to provide consultation on license implementation and the development of management plans and to help in the administration of post-licensing activities in the Project area. The Group includes representatives from each of the SA signatories.
- Land Management Classifications – Areas of land to be used and managed according to standardized management actions and programs.
- License – The new FERC license for the Bear River Hydroelectric Project, FERC Project No. 20.
- PacifiCorp – A U.S. Division of Scottish Power.
- Project – The Bear River Hydroelectric Project, including the Oneida Development, the Grace and Cove Developments, and Soda Development.

- Project Area – The Project area includes all waters and lands within the FERC Project boundary, including Project reservoirs and river reach recreation sites.
- Project Boundary – The FERC Project boundary, as amended in the new FERC license.
- Shoreline Buffer Zone Plan – Plan establishing protection buffers around the shoreline and wetland/riparian habitats on all PacifiCorp-owned land within the Project boundary, as defined in FERC Article 425.
- Site Plans – Detailed plans for specific areas to be prepared by PacifiCorp and the ECC that specify land management actions and prioritization of such actions for those areas.
- Term of the New License – Thirty years, as ordered by the FERC in the new license.

3.0 EXISTING CONDITIONS, LAND MANAGEMENT PRACTICES, AND ISSUES

The following sections describe the current land uses and management activities on PacifiCorp-owned land in the Project area and on adjacent PacifiCorp land and address known impacts that result from them specific to the Project Developments.

3.1 Land Uses and Management Activities

Several management activities and land uses on PacifiCorp-owned property within the FERC Project boundary may affect the aquatic, wetland, and riparian habitat that is the focus of the LMP. Primary land uses that affect these sensitive habitats include: Project operations, grazing, farming, and recreation/public use. The primary impacts that result from these land uses include: habitat degradation, spread of noxious weeds, erosion, and effects on water quality (Hammitt and Cole 1998; Dobkin et al. 1998). PacifiCorp manages the above land uses through the following land management activities: grazing and agriculture lease management; recreation and public use management; vegetation management at Project facilities and along the Oneida Road; and periodic road maintenance.

The following sections summarize observed land use and land management activities that affect or may affect wetland and riparian habitats in the Project area.

3.1.1 Land Uses

There are four categories of land uses that affect natural resources: (1) Project O&M, (2) grazing and farming uses, (3) recreation and public use, and (4) non-Project utility easements. The following sections describe these land use categories.

3.1.1.1 Project Operations and Maintenance

In addition to the Project-induced fluctuations in reservoir/forebay water levels and river flows, PacifiCorp conducts the following land use activities that may affect shorelines and riparian and wetland habitats.

Vegetation Management

PacifiCorp conducts limited vegetation management practices near its facilities, at recreation sites, and along the Oneida Project Road. Within the developed areas near the powerhouses, dams, and substations, PacifiCorp applies an herbicide to gravel-topped areas that prevents vegetation germination. Along the Oneida Project Road, PacifiCorp occasionally trims shrubs and trees to maintain adequate roadway clearance. Vegetation management at the PacifiCorp developed recreation sites—Oneida and Soda Powerhouse Day Use Area—is limited to lawn mowing and minor tree trimming as needed.

There currently are 36 species of noxious weeds that are on the Idaho State Department of Agriculture's (ISDA) Noxious Weed List (Title 22, Chapter 24 of the Idaho Code). At least 7 species listed as noxious weeds in Idaho have been documented in the Project area (Table 3.1-1). PacifiCorp's weed control program focuses on the accessible portions of their land near Project facilities and roads. PacifiCorp implements its noxious weed control program by utilizing a private contractor licensed by the State of Idaho to apply pesticides. Spraying occurs during the spring and summer months. A range of registered pesticides is used to target noxious weed species that occur in the Project area. Within agricultural lease areas, it is the responsibility of the lessees to control noxious weeds in their respective lease area. However, PacifiCorp only monitors compliance in areas that are near Project facilities.

During the September 2004 field review, noxious weed infestations were noted at several locations on PacifiCorp-owned land. Most of the infestations are not located near Project facilities but are found in the various agricultural lease areas. Several infestations near the Project facilities and roads appeared to have been sprayed by herbicides.

Table 3.1-1. Noxious Weed Species in the Project area.

Scientific Name	Common Name
<i>Carduus nutans</i>	musk thistle
<i>Cirsium arvense</i>	Canada thistle
<i>Hypericum perforatum</i>	common St. Johnswort
<i>Lepidium latifolium</i>	perennial pepperweed
<i>Centaurea solstitialis</i>	yellow starthistle
<i>Sonchus arvensis</i>	perennial sow thistle
<i>Conium maculatum</i>	poison hemlock

Source: Idaho State Department of Agriculture 2004.

Road Maintenance

PacifiCorp periodically conducts maintenance activities on roads used to access Project facilities. These activities primarily include application of fresh gravel and grading of road surfaces at least once each year. Up to approximately 1997, PacifiCorp also annually applied magnesium chloride on the Oneida Project Road for dust abatement during the summer. The RTSP provides additional information on dust abatement and potential future road improvements to enhance public safety on the Oneida Project Road.

3.1.1.2 Grazing and Farming

The Project is located in a region with a long history of agriculture that pre-dates the Project itself. Currently, a large percentage of lands adjacent to the Project and the Bear River are grazed by livestock and/or used to grow crops such as potatoes, alfalfa hay, wheat, or barley. The PacifiCorp Real Estate Services Department administers leases on PacifiCorp-owned land associated with the Project, both within and outside of the Project area. The vast majority of the leases are for agricultural purposes (farming and livestock grazing), but there are also several small leases for recreational development and other miscellaneous uses (e.g., gravel storage). Previously, leases associated with the Bear

River Project generally have had a term of 5 years, contain standard language that controls use, and have clauses that require compliance with various environmental regulations and requirements. The agricultural leases specify if grazing or farming is to occur and allow the lessee to maintain and utilize existing irrigation systems. Some, but not all, leases specify buffers around the river and reservoirs.

3.1.1.3 Recreation and Public Use

There are five recreation facilities on PacifiCorp lands in the Project area: Second Bridge Recreation Site, Soda Powerhouse Day Use Area, Oneida Narrows Put-in, Black Canyon Put-in, and Black Canyon Take-out. In addition, sites not located on PacifiCorp land but adjacent to PacifiCorp land include three sites on BLM property—Maple Grove Campground, Oneida Narrows Take-out, and Redpoint Campground, as well as one Caribou County facility—Oregon Trail Park and Marina. See the RTSP for additional information on developed recreation sites. In addition to these sites, dispersed recreation in the form of camping, hunting, fishing, off-highway vehicle (OHV) use, and horseback riding occurs throughout the Project area and on adjacent PacifiCorp and other federal and private lands. Use of these developed and dispersed sites results in varying degrees of impact to vegetation resources and shorelines.

Several OHV trails used to access adjacent lands for land management or recreational purposes cross PacifiCorp-owned lands. Two examples include a site on BLM land along the Oneida Project Road, just north of the Redpoint Campground, and a trail on the PacifiCorp-owned land on the south side of the Alexander Reservoir across from the Second Bridge Boat Launch. Erosion from OHV trails has also occurred on the hills near the Oneida Narrows Take-out.

3.1.1.4 Non-Project Utility Easements

Several non-Project distribution and transmission lines and agricultural irrigation systems cross PacifiCorp-owned lands both within and outside of the FERC Project boundary. There are no Project transmission lines, but there are several non-Project rights-of-way (ROW) that cross PacifiCorp-owned lands near all of the Project Developments. These corridors are allowed based on existing easements with PacifiCorp. One irrigation system easement in the Grace Development area recently caused localized erosion and ground disturbance from maintenance conducted by the owner of the system.

3.1.2 Management Activities

The following sections discuss existing PacifiCorp management activities implemented to minimize environmental impacts.

3.1.2.1 Grazing Management

The Project is located in “open range” country, which means that livestock are free to graze throughout areas that are not fenced. It is the responsibility of landowners in such

areas to exclude livestock, if desired. Over the previous license period, PacifiCorp maintained numerous segments of fence throughout the Project area. The predominantly barbed-wire fencing occurs in the following general locations: (1) along some of the PacifiCorp property boundaries; (2) around, and sometimes within, grazing lease areas on PacifiCorp property to control livestock movement; and (3) along some sections of the Bear River to prevent livestock intrusion into the river and riparian habitats. There is not an accurate inventory of fence lines except in the Grace/Cove Developments. In lease areas, PacifiCorp's current lease language calls for the lessee to maintain fences.

It is clear from the field review conducted during September 13-17, 2004, that livestock that are present in the Project area under PacifiCorp-maintained leases regularly enter riparian zones in the Grace-Cove and Oneida portions of the Project area. In many areas, there are no fences to exclude livestock, allowing unchecked grazing of the shorelines and wetland/riparian habitats. In other areas, riparian fences exist but are in poor condition and have gaps or open gates that allow livestock to access the shorelines. During drought years, low summer flows also allow livestock to cross the river at some locations, further compounding the problem of managing livestock movement and range utilization.

PacifiCorp personnel periodically find trespassing cattle in the FERC Project boundary, especially in the Oneida bypass reach. Under these situations, the livestock owner is notified to remove the cattle immediately. However, it sometimes takes several days to remove the cattle, resulting in damage to riparian habitat.

3.1.2.2 Public Access Management

PacifiCorp prohibits unauthorized access in areas immediately adjacent to Project facilities for public safety purposes and to protect against potential security violations and criminal vandalism of the Project. Access to these operational areas is controlled through signage and, in the most sensitive areas, security fencing and lighting. Project personnel regularly evict trespassing visitors during the work day/week. Local law enforcement agencies allow for Sheriff Deputies to evict and/or arrest trespassers during non-work hours and on weekends.

Several PacifiCorp-owned areas along the Oneida Project Road that are used as dispersed recreation sites are fenced and signed to prohibit public overnight use in portions of the riparian zone. Other access control is in the form of road/trail closures. The bridge across the Bear River at the Oneida Narrows Put-In has a locked gate to prevent vehicle access but allows pedestrian access to the west side of the river for fishing.

PacifiCorp attempts to prevent unauthorized access by blocking or gating unauthorized trails. In 2004, the BLM and PacifiCorp cooperated on the installation of fencing to prevent additional OHV damage near the Oneida Narrows Take-out.

3.1.2.3 Environmental Management System

Another general measure that PacifiCorp's Hydro Resources Department implements to aid its personnel in meeting environmental regulations is its Environmental Management System (EMS). PacifiCorp is currently in the early stages of implementing its EMS at the Bear River Project. The EMS provides Project personnel with a standard approach to address "non-conformance issues" and appropriate preventive/corrective actions. For each incident documented during routine operations and during the annual inspection conducted by PacifiCorp's Real Estate Services Department, PacifiCorp personnel complete a tracking form that is then reviewed by a PacifiCorp Management Review Team. An EMS Project Representative ensures that the corrective action was implemented and that the problem was corrected in the manner prescribed. The LMP will also be included and addressed in the EMS.

3.2 Project Development-Specific Land Management and Issues

The following sections summarize existing land uses and land management issues in each of the Project Developments, plus the Last Chance Development (non-Project). Representative photos showing land management issues are presented in Appendix C.

3.2.1 Soda Development

PacifiCorp owns approximately 224 acres within the FERC Project boundary and an additional 821 acres outside of but adjacent to the boundary (Figure 3.2-1, Tiles 1 and 2). Croplands and pastures account for approximately 22 percent of the lands within 0.25 mile of Alexander Reservoir and dominate the south side of the reservoir. Riparian shrub, emergent wetland, and scrub-shrub wetland collectively occupy approximately 143 acres in the FERC Project area near the Soda Development. Much of the wetland and riparian acreage is immediately surrounding the reservoir shoreline (PacifiCorp 1999c).

The following land management issues were identified on PacifiCorp-owned lands within or adjacent to the Soda Development.

- Uncontrolled public access, erosion, and spread of noxious weeds along natural gas pipeline ROW and communications tower easements (the tower is outside of FERC boundary);
- Riparian damage from extensive farming and limited livestock grazing within PacifiCorp lease areas;
- Wetland and shoreline damage from trespass grazing at Parcels IDCB-0083 and IDCB-0082 north of the Highway 30;
- Localized shoreline erosion at various locations due to inadequate shoreline buffers and wave action;
- Ground disturbance from maintenance (e.g., grading) along the perimeter of the Second Bridge Boat Launch and Soda Powerhouse Day Use Area;

- Trampled vegetation, shoreline and upland erosion, and soil compaction from dispersed recreation and public access on a forested portion of Parcel IDCB-0087 on the south side of the reservoir across from the Second Bridge Boat Launch (campsite, fire rings, and OHV trail); and
- Scattered noxious weed infestations throughout the area due to agriculture and public access.

In addition to the issues on PacifiCorp land, the adjacent Oregon Trail Park and Marina, owned and managed by Caribou County with funding from PacifiCorp, has structures (picnic tables) that are within the actively eroding shoreline zone that may contribute to adverse impacts to wetland/riparian habitats.

There are 14 current leases administered by PacifiCorp near Alexander Reservoir (Figure 3.2-1, Tiles 1 and 2). A number of other leases were active in previous years but no longer exist. Collectively, the current leases occupy approximately 784 acres. Six of these 14 leases occur entirely outside of the FERC Project boundary, while eight are partially within the boundary. One of the leases is for the Second Bridge Boat Launch, while the other leases are agricultural. The existing agricultural leases for PacifiCorp-owned lands in the vicinity of Alexander Reservoir are predominantly for the purpose of growing crops—alfalfa hay, wheat, and barley. Only small portions of PacifiCorp-owned land (Parcels IDCB-0082, IDCB-0083, IDCB-0105A, IDCB-0102B, and IDCB-0093B) are used for livestock grazing. The croplands currently extend to within approximately 20 ft of the reservoir shoreline, although in many areas the buffer is 40-50 ft wide due to terrain constraints. In untilled areas, the typical Alexander Reservoir shoreline has narrow bands of cattails, bulrush, and reed canarygrass.

Most of the existing PacifiCorp agricultural leases at the Soda Development include a number of environmental safeguards relating to buffer widths, noxious weed control, fire, fence maintenance, and compliance with applicable regulations.

3.2.2 Last Chance Development (non-Project)

The Last Chance Development is not a part of the FERC Bear River Project. However, to ensure consistent land management practices, the 281 acres of PacifiCorp-owned lands at or near the Last Chance Development have been included in this LMP (Figure 3.2-1, Tile 3).

The 281 acres of PacifiCorp land occur in two large parcels in this area—IDCB-0054 and IDCB-0055. Most of the land is included in an agricultural lease that is used for growing grain crops (see Figure 3.2-1, Tile 3 for parcel locations). This lease generally abuts the river from just downstream of the tailrace to 1.1 miles upstream of the dam. The steep terrain along this section of the Bear River restricts croplands to the area above the canyon rim. Thus, there is an effective buffer that protects the riparian zone. A network of unimproved roads occurs along the rim on both sides of the river.

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Some dispersed recreation use (parking area, fire rings, and fishing trails) occurs between the Last Chance Powerhouse and the river. This use causes minimal degradation of the riparian shrub habitat (mostly off PacifiCorp-owned land).

Another large PacifiCorp parcel occurs primarily outside of the river canyon to the west of the river; only a few hundred feet are adjacent to the river shoreline. This parcel—IDCB-0055—is composed of relatively undisturbed sagebrush steppe. Some grazing apparently occurs in this parcel but at a very low level. The upland habitat in this parcel still has a high occurrence of native plant species and does not appear to be adversely affected by grazing even though there are currently no fences along the PacifiCorp property line.

3.2.3 Grace Development

Most of the land associated with the Grace Forebay and flowline are classified as cropland/pasture (PacifiCorp 1999b). Several patches of sagebrush steppe, grassland/herbaceous, and residential/commercial areas also occur in these areas. The area along the Bear River upstream of the Cove Forebay is associated with the Black Canyon portion of the Grace bypass reach. There are approximately 48 acres of wetland and riparian in the FERC Project area near the Grace Development. This section includes a mixture of sagebrush steppe, cliff/rock/talus, and juniper/maple woodland (PacifiCorp 1999b). PacifiCorp-owned land inside the FERC Project boundary near the Grace Development totals 315 acres; an additional 201 acres of PacifiCorp-owned land occurs adjacent to the Project in this area (Figure 3.2-1, Tiles 3, 4, and 5).

Agricultural uses on PacifiCorp-owned land within and adjacent to the Project area include portions of two agriculture leases (Parcels IDCB-0022 and IDCB-0044 along the river near the Black Canyon Take-out). Other agriculture uses on PacifiCorp land include livestock grazing just downstream of the Grace Dam and farming of crops immediately north of the Grace Forebay. Both of these latter two areas are apparently used without a PacifiCorp lease agreement. In total, approximately 165 acres of PacifiCorp-owned land are currently included in lease areas. Current PacifiCorp agricultural leases are similar to those described for the Soda Development but do not specify any buffers around the river or impoundments.

Based on field observations during September 2004, the following impacts from land use activities were identified on PacifiCorp property near the Grace Development (see Figure 3.2-1, Tiles 3, 4, and 5 for parcel locations):

- Grazing impacts to the riparian zone immediately downstream of the Grace Dam (various PacifiCorp parcels);
- Livestock grazing impacts to the riparian zone along approximately 0.4 mile of the east bank and 0.5 mile of the west bank of the river upstream of the Grace Powerhouse (Parcel IDCB-0044);
- Grazing and trampling of riparian and wetland habitats along 0.3 mile of a small

- spring-fed tributary on the west side of the river near the Black Canyon Take-out (Parcel IDCB-0022);
- Reduced flow in tributary on the west side of the river near the Black Canyon Take-out (Parcel IDCB-0022) due to diversion of water from a spring and discharge of the water on the east side of the river near the old homestead (Parcel IDCB-0044);
 - Substantially altered vegetation from grazing in east bank wetlands downstream of the Black Canyon Take-out (Parcel IDCB-0044);
 - Scattered noxious weed infestations throughout from the forebay to the surge tank and in riparian and upland habitats near the Black Canyon Take-out;
 - Impacts to the aquatic and riparian habitat resulting from erosion and recreational use at the Black Canyon Put-in (various PacifiCorp parcels);
 - Erosion along a steep slope near the surge tank from the nearby irrigation ditch (Parcel IDCB-0043);
 - Debris and ground disturbance from an irrigation pipeline west of the Black Canyon Take-out (outside the FERC Project boundary in Parcel IDCB-0022);
 - Diversion of spring water through a system of irrigation canals to flood/irrigate lands within the lease area (Parcel IDCB-0044); and
 - Trespass grazing on PacifiCorp-owned land along the Grace flowline, in decreasing vegetation cover and potentially contributing to noxious weed spread (outside the FERC Project boundary).

3.2.4 Cove Development

Most of the land associated with the Cove Development's Forebay, Flume, and Powerhouse is classified as sagebrush steppe, emergent wetland (most created by irrigation systems on the west side of the river), cropland/pasture, and grassland/herbaceous (PacifiCorp 1999b). The 1.9-mile-long Cove bypass reach has well-developed riparian shrub habitat in the upper third of the area where the banks are steep. The rest of the reach, however, has much narrower riparian habitat, except in a few areas where existing fences exclude livestock. PacifiCorp-owned land inside the FERC Project boundary totals 39 acres; an additional 56 acres of PacifiCorp-owned land occur adjacent to the Project. Only about 0.2 mile of the bypass reach shoreline is owned by PacifiCorp, while the other 1.1 miles is privately owned (Figure 3.2-1, Tile 5).

Agricultural uses on PacifiCorp-owned land within the FERC Project boundary at the Cove Development include livestock grazing near the Cove Powerhouse, at Kackley Springs, and on both sides of the forebay. There is one 51-acre lease area administered by PacifiCorp near the Cove Powerhouse, but most of the grazing on PacifiCorp-owned land occurs outside of any existing PacifiCorp lease agreement. On non-PacifiCorp private property along the Cove bypass reach, livestock grazing and crop farming occurs on both sides of the river, substantially decreasing the width of riparian zones there.

There are approximately 15 acres of wetland and riparian habitat in the Cove Development portion of the Project area. Kackley Springs, which the Idaho Department

of Fish and Game (IDFG) historically (circa 1950s) stocked with trout, has a headgate that maintains the water level in the adjacent wetland. Under current operations, PacifiCorp's lessee manipulates this headgate with wooden planks to alternately flood-irrigate and drain the surrounding grasslands to enhance livestock forage. Throughout the growing season, the water is raised approximately 1 ft for 7 days and then lowered for approximately 21 days. Outflow from the spring is controlled to enter either the Cove Forebay, or back to the Bear River by way of a channel that passes under the flume.

At the Cove Forebay, the combination of project development-related ground disturbances, frequent water level fluctuations from Project operations (up until the Project was shut down in March 2003), and livestock grazing has virtually eliminated vegetation along the shoreline, except for weedy ruderal species.

Several non-Project utilities also occur on PacifiCorp property in the Cove Development area, including utility easements. The Gentile Valley Irrigation Diversion is located at the upstream end of the Cove Forebay, on the west side of the river and crosses PacifiCorp-owned land. Operation and maintenance of the canal result in a narrow band of disturbed ground, and the canal may also contribute to the presence of several large emergent wetlands downslope of the canal on PacifiCorp land. A series of non-Project transmission lines also cross the area between the forebay and the powerhouse.

3.2.5 Oneida Development

PacifiCorp property within the FERC Project boundary at the Oneida Development totals 316 acres; there are an additional 856 acres of PacifiCorp-owned land outside of the FERC Project boundary (Figure 3.2-1, Tiles 6, 7, and 8). PacifiCorp ownership near the Oneida Development is distributed in two large blocks of land. One block extends from approximately 1 mile north of the Oneida Dam (west side of reservoir) to just upstream of the BLM's Redpoint Campground; another block of land borders the river from approximately 1 mile upstream of the Oneida Narrows Take-out to 1 mile downstream of the Oneida Narrows Take-out.

Habitat in the upstream block of PacifiCorp-owned land consist of sagebrush steppe and juniper/maple woodland on the hillsides, and cropland/pasture on the floodplain terraces (PacifiCorp 1999a). The steep, narrow canyon limits the riparian habitat to a narrow zone along the river. Overall, there are approximately 127 acres of wetland and riparian habitat in the FERC Project area near the Oneida Development. The riparian habitat along the river and some small, seasonally flowing tributaries are further degraded by livestock grazing and numerous dispersed recreation sites, especially on the east side of the river. One PacifiCorp agricultural lease (Parcel IDFI-0001), which is used both for alfalfa production and grazing, encompasses 569 acres in the upstream block. Trespass livestock grazing affects the other non-leased areas of PacifiCorp-owned land. One of the most affected areas is the riparian zone in the upper half of the Oneida bypass reach.

Upstream of BLM's Redpoint Campground, dispersed recreation use occurs in three general use areas (Figure 3.2-1, Tile 7). A total of 17 fire rings were documented at these

sites. Impacts associated with these sites include soil compaction and erosion, litter, trampled vegetation, tree cutting, and vandalism. One OHV trail traverses the PacifiCorp-owned land to access the private land to the east.

Also located within the upper PacifiCorp-owned block of land and within the FERC Project boundary is the abandoned residential area west of the Oneida bypass reach (Parcel IDFI-0026). This area is elevated well above the river and includes several houses, outbuildings, and paved roadbed. Scattered weed infestations occur throughout the area.

In the downstream block of PacifiCorp property, trespass livestock grazing affects the river shoreline on the east side of the river downstream of the Oneida Narrows Take-out (Parcel IDFI-0005). There is limited trespass grazing west of the river, but no grazing affects the riparian zone due to the steep terrain, existing fences, and roads. The road severely encroaches into the riparian habitat. Side-cast material along the county road has eliminated riparian habitat along much of the length of river through this lower block of PacifiCorp-owned land.

Some dispersed recreation sites (campsites) occur in the riparian zone immediately downstream of the boater take-out and in upland areas across the road near the existing gravel pit. The BLM and PacifiCorp have recently installed fencing and signs to prohibit OHV-related damage to the grassland-dominated hillside west of the take-out.

4.0 LAND MANAGEMENT PROGRAM

The following sections describe LMP program elements including:

- Overall LMP guidelines and land management classifications
- Specific management actions
- Shoreline Buffer Zone Plan
- Cove Bypass Reach Buffer Zone Plan
- Development of Site Plans
- Monitoring
- Implementation schedule

4.1 Overall LMP Guidelines

The LMP provides a general framework for the management of PacifiCorp-owned land within and adjacent to the FERC Project boundary. The LMP defines recommended guidelines, or “tools,” that will be considered by PacifiCorp and then implemented, if appropriate, to protect and enhance wetland and riparian habitats. These tools, shown as LMP guidelines in Figure 1.2-1, address buffer zones, public access management, agricultural leases, monitoring, vegetation management activities, and coordination with other Project management plans. To allocate these recommended management tools, PacifiCorp-owned land was analyzed and then divided into four land management classifications (Figure 4.1-1, Tiles 1-8):

- Project Operations
- Developed Recreation
- Conservation
- Potential Agricultural Lease Areas

Approximately 501 acres, or 56 percent, of the 894 acres of PacifiCorp land in the FERC Project area is included in the Conservation land management classification (Table 4.1-1). The areas necessary for Project Operations and Developed Recreation sites total approximately 95 and 4 acres, respectively. The remainder of the acreage—294 acres, or 33 percent—is potentially available for agricultural or grazing leases (Table 4.1-1). The acreage of PacifiCorp land that will be actually leased out for agricultural uses will likely be much less than the 294 acres as additional lands are excluded due to factors such as parcel size, logistics, or site-specific ecological conditions that indicate a need to exclude from lease areas.

The following sections describe the various land uses and associated standards for allowable uses in the future.

Table 4.1-1. Acreage of each Land Management Classification in the Project Area.

Land Management Classification	Acres	Percent
Project Operations	95	10.6
Developed Recreation	4	0.4
Conservation	501	56.0
Potential Agricultural Lease Areas	294	32.9
Total	894	100

4.1.1 Project Operations

The Project Operations land management classification applies to approximately 95 acres within the Project boundary that are primarily used for electrical power generation, transmission, flow lines, maintenance yards, administration offices, storage areas, and other associated Project-related facilities. Lands with the potential for such uses in the future are also included. Operational areas contain very little, if any, wetland or riparian habitat but do encompass some riverine areas immediately adjacent to Project dams and powerhouses. Project Operations areas are generally closed to public use for safety and security concerns. This land management classification allows PacifiCorp to control the use of and access to Project lands to protect public health and safety and to provide for Project security. Table 4.1-2 summarizes land use standards for the Project Operations land management classification on PacifiCorp-owned lands.

4.1.2 Developed Recreation

The Developed Recreation land management classification applies to approximately 4 acres on PacifiCorp land with established developed recreation facilities (note: this does not include the BLM or county-owned recreation sites within the FERC Project Area). These areas include day use sites at the Oneida Day Use Area, Oneida Narrows Put-in, Oneida Narrows Take-out, Black Canyon Put-In, Black Canyon Take-out, Second Bridge Boat Launch, and Soda Powerhouse Day Use Area. These sites include structures built for recreational purposes including access roads, parking lots, picnic areas, boat launches, toilets/restrooms, and turf areas for public use. Although some lands in this land management classification still retain an undeveloped, natural character, most uses are clearly recreational in character. Activities in this land management classification include launching boats, camping, fishing, picnicking, swimming, hiking, bicycling, and wildlife observation. Table 4.1-3 summarizes the land use standards for the Developed Recreation land management classification on PacifiCorp-owned lands.

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Table 4.1-2. Specific Land Use Standards for Lands in the Project Operations Land Management Classification.

Issue	Land Use Standards
Public Access	<ul style="list-style-type: none"> • Public access is prohibited by way of security fencing and/or signage. These areas will be managed in a manner that is consistent with the public health and safety, and Project security needs (Public Safety Plan). • No overnight camping is permitted on PacifiCorp land. • Motorized vehicles are permitted only on existing roads. Project personnel may occasionally need to access off-road areas to conduct O&M activities. • PacifiCorp will coordinate with local law enforcement agencies on trespass enforcement.
Vegetation Management	<ul style="list-style-type: none"> • “Clearance” zones will be maintained around all electrical generation equipment (transformers, switchyards, powerhouse, etc.). The clearance zone will meet all PacifiCorp operational safety requirements. A combination of chemical and mechanical control will be used to prevent germination and remove established vegetation in the clearance zones. • Noxious weeds will be controlled annually. Pesticide application will conform to federal and state regulations and product labels. PacifiCorp will protect against surface or groundwater contamination.
Wetland and Riparian Habitat Management	<ul style="list-style-type: none"> • Retention of riparian and wetland habitat is encouraged but not required due to need for maintaining safe Project operations. • Vegetation along river shorelines will be retained in a natural state to the extent possible.
Agricultural Uses	<ul style="list-style-type: none"> • Regular agricultural use is not permitted. Fencing will be maintained to exclude livestock if an agricultural lease is located adjacent to Project facilities. • In some cases, PacifiCorp may allow short-term controlled livestock grazing within selected areas to achieve desired vegetation conditions.

4.1.3 Conservation

The Conservation land management classification includes buffers around the Bear River, springs, and the wetland and riparian habitats that adjoin the river, springs, and tributary streams (drainages). The Conservation land management classification is intended to fulfill the “shoreline buffer” requirement in FERC Article 425 (Appendix A). The delineated buffers represent approximate boundaries for planning purposes and encompass 501 acres within the FERC Project boundary and 473 acres on PacifiCorp land outside of the Project boundary. The boundaries were delineated on aerial photographs based on a combination of topographic features, known impacts to natural resources, and site observations made during the September 2004 inventory.

Table 4.1-3. Specific Land Use Standards for Lands in the Developed Recreation Land Management Classification.

Issue	Land Use Standards
Public Access	<ul style="list-style-type: none"> • Developed Recreation areas are open to public access. Use of established structures (picnic tables, boat ramps, campfire rings, etc.) will be encouraged. • Signage will be used to prohibit campfires, vegetation removal, and site hardening beyond the boundaries of the recreation site. Managed trails are allowed to extend beyond the recreation site. • Motorized vehicle use is restricted to established roads. • PacifiCorp will coordinate with local law enforcement agencies on visitor management and enforcement issues at developed recreation sites.
Vegetation Management	<ul style="list-style-type: none"> • Vegetation within the sites will be maintained for aesthetics and public safety, including hazard tree removal. • In areas where active public recreation does not occur, native vegetation will be retained to the extent possible. • Noxious weeds will be controlled annually. PacifiCorp will protect against surface or groundwater contamination. • Developed recreation sites and the adjacent lands will be monitored annually for environmental damage (e.g., erosion, vegetation removal, etc.). • Significantly damaged sites will be restored via stabilization and/or revegetation using approved native or non-invasive non-native plant species.
Wetland and Riparian Habitat Management	<ul style="list-style-type: none"> • Retention of riparian and wetland habitat is encouraged but is not required. Vegetation along river shorelines will be maintained to the extent possible. • Recreation structures that are too close to the shoreline will be relocated to other locations within the site if possible.
Agricultural Uses	<ul style="list-style-type: none"> • Agricultural use is not permitted. • Fencing will be maintained to exclude livestock if an agricultural lease is adjacent to Developed Recreation land management classification.

Buffers are intended to be at least 100 ft wide in most places to enhance ecosystem functions. The Conservation land management classification includes 277 acres of wetland/riparian and 225 acres of uplands. Buffer zones may vary depending on topography and site-specific conditions and will be marked in the field through on-the-ground inspections. These future inspections (see also Site Plans, Section 4.5) will determine the most effective fence or boundary locations based on resource concerns and geographic and logistical considerations.

Although public pedestrian access in the Conservation land management classification is permitted, public use may be restricted (seasonally or permanently) when it is incompatible with resource values and management objectives. To minimize environmental impacts, only dispersed day use recreation will be permitted in the Conservation land management classification. Uses not related to conservation are

discouraged. Facilities that are not compatible with the conservation and protection of fish, wildlife, historic, and/or archaeological values will not be permitted (e.g., dispersed undeveloped campsites). Livestock access will be eliminated unless watering access points are required. If watering access needs to be established because off-river water sources are unavailable, PacifiCorp or its lessee will either establish and maintain watering access areas at the river or utilize small pumps to pump water from the river into watering troughs outside of the riparian zone (if practicable and permitted). If riverside access is required, PacifiCorp or its lessee will minimize erosion and damage to the aquatic system through the use of appropriate bank protection material or methods (e.g., use of geotextile material), and/or a system of permanent or temporary fencing.

The vast majority of lands in the Conservation land management classification have an undeveloped, natural open space character. Project lands in this land management classification will be managed to retain and preserve a character of undeveloped, natural open space and to conserve and protect fish, wildlife, scenic, historic, archaeological, and cultural values (see the HPMP). Table 4.1-4 summarizes the land use standards for the Conservation land management classification on PacifiCorp-owned lands. Although the standards for the Conservation land management classification address the shoreline buffer zones for shorelines, Sections 4.3 and 4.4 present more specific discussion on the Shoreline Buffer Zone Plan (Article 425) and the Cove Bypass Reach Buffer Zone Plan (Article 426).

4.1.4 Potential Agricultural Lease Areas

Areas that were not included in the Project Operations, Developed Recreation, or Conservation land management classifications will be available for consideration of potential agricultural leases (renewal of current leases or new leases). The primary uses of potential Agricultural Lease Areas are livestock grazing and farming. In addition, many of these areas are also available for dispersed recreation uses such as hiking, hunting, and fishing, but no overnight use is permitted. The primary purpose of guidelines for leased areas will be to reduce or eliminate trespass grazing and to ensure that all agricultural use on PacifiCorp-owned land within and adjacent to the Project is managed in a manner that minimizes environmental impacts. Administration of agricultural leases will continue to be the responsibility of the PacifiCorp Real Estate Services Department. Table 4.1-5 summarizes the land use standards for the potential Agricultural Lease Area land management classification on PacifiCorp-owned lands.

4.2 Specific Management Actions Program

The following sections briefly describe several specific management actions that PacifiCorp will implement as part of the LMP. These actions include:

- Noxious weed management program
- Agriculture lease updates
- Road management program

Table 4.1-4. Specific Land Use Standards for Lands in the Conservation Land Management Classification.

Issue	Land Use Standards
Public Access	<ul style="list-style-type: none"> • Motorized vehicle use is prohibited off existing roads. • Dispersed camping is prohibited. Any newly discovered campsites will be removed and appropriate measures taken to correct damage and prevent future use. • Pedestrian and equestrian trails are allowed and may be hardened if needed. • In areas where a Conservation land management classification occurs adjacent to developed or dispersed recreation areas, signage will be installed at the boundary prohibiting fire rings, vegetation removal, and site hardening within the Conservation land management classification.
Vegetation Management	<ul style="list-style-type: none"> • Vegetation management will be limited to restoration of damaged sites. • Restoration projects will utilize approved native or non-invasive non-native plant species. • Mechanical (hand pulling and use of heavy equipment), biological, and appropriate chemical methods will be emphasized for control of noxious weeds to minimize impacts to water quality. • Roads within or immediately adjacent to Conservation land management classifications will be maintained in a manner that is consistent with maintaining wetland and riparian vegetation.
Wetland and Riparian Habitat Management	<ul style="list-style-type: none"> • Springs and wetlands within the Conservation land management classifications that are currently used for agricultural purposes (through diversions and ditches) will continue to be utilized for irrigation, but will be managed to maintain or improve water quality. • PacifiCorp will monitor wetlands and riparian areas within Conservation land management classifications at least once every 5 years to determine if additional protection measures or vegetation management actions are necessary.
Agricultural Uses	<ul style="list-style-type: none"> • Grazing and farming are generally not permitted in Conservation land management classifications. The only exception is that controlled, short-term grazing may be considered as a management tool to achieve desired vegetation conditions. Grazing would only occur in Conservation land management classification within the FERC Project boundary after consultation with the ECC. Such grazing would adhere to standardized criteria (from the Natural Resources Conservation Service [NRCS] and other accepted sources) and monitoring. • Fencing will be maintained to exclude livestock where necessary. • Watering access points along the river may only be installed if off-river water sources (using existing irrigation diversions) cannot be used in adjacent lease areas. • Existing agricultural irrigation systems that emanate within or cross Conservation land management classifications can continue to function under existing water rights. Diversion of water will only be conducted during the growing season. Future easement requests will require Best Management Practices (BMPs) by irrigation system owners. • PacifiCorp will explore options for terminating water diversions that are no longer necessary for agricultural purposes. If terminated, water will be returned to the Bear River via natural drainageways (restored if necessary).

Table 4.1-5. Specific Land Use Standards for Lands in the Potential Agricultural Lease Areas Land Management Classification.

Issue	Land Use Standards
Public Access	<ul style="list-style-type: none"> • Motorized vehicle use is restricted to designated roads except as permitted for lessee-operated farm implements used to conduct agricultural activities. • Dispersed camping is prohibited. Non-motorized recreation use, such as hunting, hiking, fishing, etc., is permitted. • Improvements that enhance dispersed recreation use (other than camping), such as foot trails, signs, trash receptacles, portable toilets, and gravel parking areas, are permitted to minimize environmental damage. • PacifiCorp will periodically update methods used to manage public access if monitoring indicates ongoing impacts.
Vegetation Management	<ul style="list-style-type: none"> • Noxious weeds will be controlled annually. • Vegetation management will be limited to restoration of damaged sites. • Restoration projects will utilize native plant species, where possible or practical.
Wetland and Riparian Habitat Management	<ul style="list-style-type: none"> • Ditches within agricultural lease areas that are currently used for agricultural purposes will continue to be utilized for irrigation, but will be managed to maintain good water quality and to reduce impacts to nearby wetlands. • PacifiCorp will monitor wetland and riparian areas within agricultural lease areas to determine if additional protection measures or vegetation management actions are necessary.
Agricultural Uses	<ul style="list-style-type: none"> • Grazing and farming leases will utilize updated lease conditions that specify the maintenance of fencing, noxious weed control, protection of adjacent conservation buffers, and adherence to all environmental regulations. • Appropriate stocking rates will be determined for each agricultural lease area and will dictate appropriate animal-units (AU) to meet forage-animal balance (NRCS 2003) and work toward “Desired Future Conditions.” • Subleasing of leased land will be not be permitted. • Off-river watering sources will be maintained within the lease area, where possible, utilizing water from existing diversions, ditches, and pipes. A minimum of 12 gallons per day per head is required (Idaho Department of Water Resources [IDWR] Water Law Handbook, Appendix IV; Hill 2003).

- Revegetation program
- Spring/wetland management program

4.2.1 Noxious Weed Management Program

PacifiCorp will coordinate its noxious weed management activities with local and state governmental agencies responsible for noxious weed control, including the Noxious Weed Management County Superintendents under the ISDA's Noxious Weed Program, BLM, and the U.S. Forest Service (USFS). This will include annually updating the list of targeted noxious weeds based on the ISDA's list. Noxious weeds are generally associated with disturbed areas, including transmission lines and road ROWs, erosion sites, and lands surrounding Project facilities. For safe and effective Project operations, these ROWs and facilities need to be maintained, a process that requires repeated removal or chemical treatment of invasive vegetation and periodic use of heavy equipment up to several times each year. In addition, recreational vehicles and boats have the potential to spread noxious weed species. Without specific prevention measures, including revegetation and public information, Project O&M activities and recreational boating on Project reservoirs have the potential to spread noxious weeds. High priority areas include the following:

- Lands adjacent to Project facilities
- Residential areas
- Recreation sites
- Areas along canals
- Riparian corridors
- Reservoirs and impoundments
- Recreation trails
- Reservoir shorelines
- Transmission and distribution ROWs
- Roadsides
- Newly closed roads
- Linear easements across Project lands

Preventing the establishment and spread of noxious weeds is the most cost-effective means of managing noxious weeds. Preventing the establishment of noxious weeds will be one of the primary objectives of managing land within the Project boundary. Best management practices (BMPs) will be implemented to help prevent the establishment and spread of listed noxious weeds during ground disturbance, erosion control, and maintenance activities including the following:

- Treating newly discovered weed populations with mechanical, biological, or chemical methods as soon as possible during the effective time of year to kill targeted plants.
- Minimizing ground disturbance, particularly in riparian areas.
- Revegetating disturbed areas in a timely manner after ground-disturbing activities with approved seed mixtures (certified by a Registered Seed Technologist and Seed Analyst as meeting the requirements of the Federal Seed Act and State Seed Law for Idaho regarding the testing, labeling, sale, and transport of prohibited and restricted noxious weeds).

4.2.2 Agricultural Lease Update Program

An effective way to protect riparian and wetland habitats in regions with agricultural uses is to establish adequate buffer zones that retain native vegetation. To help satisfy License Article 425, PacifiCorp's grazing and agricultural leases will be updated as shown in the lease templates in Appendices D and E, respectively, to stipulate that:

- The grazing period will indicate start and stop dates that the lessee is permitted to graze or farm on PacifiCorp-owned property. These dates will be assessed as part of the Site Plan development process and will consider Desired Future Conditions; and site-specific information on forage utilization, plant diversity, cover, erosion, and soil compaction, using criteria listed in NRCS (2001) or other accepted techniques.
- The maximum number of AUs permitted in a lease area will be determined by PacifiCorp and will be based on the following AU calculations:
 - a) One cow with a calf under 6 months of age equals 1.0 AU.
 - b) One calf over 6 months of age or a yearling equals 0.60 AU.
 - c) One bull 2 years of age equals 1.5 AU.
- The lessee will be required to report grazing use levels to PacifiCorp monthly.
- PacifiCorp and the lessee will jointly monitor the lease area at least annually to determine if any changes may be necessary regarding the rotation between pastures, condition of the range, etc. Based upon the information collected, PacifiCorp will have the right to alter planting or grazing regimes or the number of allowed AUs.
- The lessee will keep and maintain all fences, gates, water ditches, irrigation systems, and other improvements in a workable condition that is at least as good as what is present at the start of the season (PacifiCorp will maintain fences on leased land based on Company standards and will charge lessees for this service).
- The use of trucks, tractors, or other large vehicles off of established roads will be prohibited, except for customary and routine agricultural usage and maintenance of the leased area.
- Supplemental livestock feeding procedures and use of mineral supplements will generally not; occasionally, as conditions warrant, there may be exceptions where they will be allowed in appropriate areas only (e.g., at least 200 ft from waterbodies [BCMAF 1999]).
- Sub-leasing will be prohibited.

In addition, the spread of cheatgrass, a non-native invasive species but not a listed noxious weed, will be minimized through use of BMPs at Project disturbed sites. Other agricultural leases will have standard buffer zones that exclude the Conservation land classification areas depicted in Figure 4.1-1.

4.2.3 Road Management Program

PacifiCorp will manage Project-related roads in a manner consistent with the surrounding land management classification. Use of existing roads within Conservation land

management classifications will be minimized to the extent possible. Maintenance of roads adjacent to wetland and riparian areas will consider potential impacts to those habitats and will utilize BMPs to reduce potential adverse effects. PacifiCorp will coordinate its road maintenance activities with county and state agencies, where appropriate.

4.2.4 Revegetation Program

PacifiCorp will revegetate sites disturbed by Project O&M during the new license period. The revegetation process will involve the following five steps:

- Site assessment and planning
- Site preparation
- Seeding
- Planting
- Monitoring and contingency planning

The Site Plans developed during the first 5 years of the new license period will identify sites that may be targeted for revegetation. PacifiCorp will develop, through consultation with the ECC, criteria for prioritizing revegetation sites and deciding on Desired Future Conditions and methods. As a general rule, revegetation of small sites (<0.25 acre) associated with routine O&M will involve seeding with a native species seed mix. Large sites (>0.25 acre) disturbed by major O&M activities, or Project-related construction, will usually be revegetated using a combination of seeding and planting with native trees and shrubs. Larger projects will require the development of a site-specific revegetation plan. Regardless of site size, site-specific plans will also be required for revegetation projects associated with erosion control/repair or the restoration/enhancement of wetlands, or fish and wildlife habitat.

To the extent possible, routine O&M activities planned for the upcoming year will be listed in the Annual Report. However, it is likely that not all sites will be known at the time of annual planning. As part of the annual planning process, PacifiCorp will suggest one or two standard seed mixes that are composed of native or non-invasive introduced plant species that can be used to seed small sites (<0.25 acres) disturbed by O&M activities. Standard rates based on slope, aspect, and elevation will also be developed or reviewed/revised as needed. Site-specific revegetation plans will be prepared for O&M activities expected to disturb sites >0.25 acre, as well as for projects involving erosion control/repair and wetland and fish and wildlife habitat restoration/enhancement.

4.2.5 Spring/Wetland Management Program

All major springs are included in the Conservation land management classification and thus should not be grazed as a general practice. However, if over time it is determined that vegetation needs to be managed to achieve Desired Future Conditions, PacifiCorp will develop a plan through consultation with the ECC. This Site Plan could include

various management actions, depending on the situation and objectives. Monitoring of the management actions in wetlands will be incorporated into the Site Plans to ensure success and identify adaptive management actions..

The Kackley Springs outflow will be managed according to a Site Plan currently under development (January 2005). This Site Plan stipulates that Kackley Springs will no longer be grazed by livestock. Other small springs within PacifiCorp-owned land that are not in Conservation land classification will also be evaluated for additional potential protection/enhancement actions (e.g., modification of water diversion practices, etc.) as part of the Site Plan development to be conducted through ECC review.

4.3 Shoreline Buffer Zone Plan (License Article 425)

As required by the FERC (License Article 425) (FERC 2003), PacifiCorp will implement a Shoreline Buffer Zone Plan on all licensee land within the FERC Project boundary. The primary objective of the buffer plan is to exclude livestock and impacts of farming from riparian and wetland areas. FERC License Article 425 specifically states:

“The licensee shall, in consultation with the ECC, prepare a shoreline buffer zone plan on licensee-owned lands along the Bear River and reservoirs and around wetlands and springs for each of the developments within the Project boundary, subject to the rights of lessees under existing leases...A buffer zone provision, which will at a minimum provide for the exclusion of livestock from riparian and wetland areas, shall be incorporated into all licensee-issued leases.”

Implementation of the Shoreline Buffer Zone Plan requires the following tasks:

1. Delineation of buffer zones around the Bear River, Project reservoirs, springs, and wetlands on PacifiCorp-owned property;
2. Incorporating specific terms into agricultural leases administered by PacifiCorp that require lessees to exclude their land use practices from buffer zones; and
3. Monitoring to ensure that the above tasks are being implemented.

Figure 4.1-1 presents the Conservation land management classifications including buffers that PacifiCorp will utilize to satisfy License Article 425. These Conservation land management classifications essentially buffer all shorelines and wetlands, except where existing Project facilities, roads, and developed recreation sites do not allow the establishment of Conservation land management classifications. The Conservation land management classifications are based on review of maps and on-the-ground conditions, but should be considered conceptual until detailed field reviews can be completed at each location during the preparation of Site Plans. Collectively, approximately 501 acres of land in the FERC Project boundary and 473 acres of lands adjacent to the boundary are included in the Conservation land management classification.

An early task in implementing the LMP will include a PacifiCorp survey of each proposed boundary and the development of appropriate buffer zone widths within each lease parcel. PacifiCorp will refine the Conservation land management classification boundaries, as needed, to match actual on-the-ground boundary conditions. PacifiCorp will finalize new lease language in accordance with specific parcel characteristics (in coordination with lessees) as part of the new Site Plans (see Section 4.5).

Specific language will be incorporated into all new agricultural leases on PacifiCorp-owned land (see Section 4.2.2). Because the new Conservation land management classifications will decrease the area available for livestock grazing and farming in some existing lease areas, PacifiCorp will modify the description of the actual lease area and adjust the fee collected for use of its land.

To ensure compliance with the License Article 425 (FERC 2003), PacifiCorp will implement regular monitoring that will be summarized in the Annual Report. Overall LMP monitoring is further discussed in Section 4.6.

4.4 Cove Bypass Reach Buffer Zone Plan (License Article 426)

License Article 426 requires that PacifiCorp prepare a buffer zone plan to protect riparian habitat along the Cove bypass reach. This plan includes livestock exclusion fencing on PacifiCorp-owned land, as well as funding fence construction and maintenance on adjacent non-PacifiCorp-owned land should surrounding landowners agree to cost-share the expense. Specifically, FERC License Article 426 requires:

“The licensee, in consultation with the ECC, shall prepare a buffer zone plan for licensee-owned land within the Cove development bypassed reach, to prevent the encroachment of livestock and protect riparian vegetation... Fencing shall be constructed to exclude livestock while allowing access by big game and other wildlife, but at the same time not reduce benefits that private landowners receive from unhindered livestock access to the Cove bypassed reach. In addition, the licensee shall fund 25% of the cost of fencing the buffer zone on non-licensee private land in the Cove bypassed reach for landowners who consent to fencing and to providing the balance of the funding. The licensee shall also pay 100% of the ongoing costs for normal fencing maintenance on non-licensee private land within the Cove bypassed reach with the consent of the landowners. This maintenance on non-licensee land shall not include paying for repairs resulting from intentional destruction or vandalism.”

PacifiCorp will establish protected buffers within the Conservation land management classifications on PacifiCorp-owned portions of land within this reach (Figure 4.1-1). For non-PacifiCorp-owned lands, PacifiCorp will:

- Notify affected landowners of the opportunity for them to receive funding for riparian fencing on their property.

- Work with willing landowners to construct the fencing and pay for 25 percent of fence construction.
- Provide maps of actual fencing to the FERC.
- Monitor the condition of fencing annually and pay for 100 percent of normal maintenance fence costs.
- Provide Annual Reports to the ECC and FERC.

Throughout the new license term, PacifiCorp will periodically contact non-participating or new landowners along the Cove bypass reach to inform them of the fencing program and to encourage their participation.

4.5 Site Plans

Using the LMP's guidelines, land management classifications, and specific management actions, PacifiCorp will consult with the ECC to prioritize, develop, and implement Site Plans at each of the Project Developments, or portions thereof. It is expected that Site Plans will be developed within 5 years after the LMP is approved by the ECC and FERC. The Site Plans will document site-specific actions needed to help meet ECC goals, including:

- Identifying agricultural lease boundaries.
- Depicting locations of public use areas (where to focus dispersed recreation use), livestock and security fences, and watering access sites.
- Assessing grazing management (stocking rate, standards for determining forage utilization, etc.)
- Identifying specific sites in need of restoration and defining methods for restoration, including grading, seeding, and/or planting, as well as preventive measures necessary to maximize site protection (e.g., control recreation and agriculture use). Criteria for restoration needs will be developed through consultation with the ECC and will be based on size of impacted site, impacts to water quality and fish and wildlife habitat, and extent of deviation from Desired Future Conditions.
- Reviewing allowed uses in different areas.
- Providing cost estimates for each action.
- Prioritizing management actions and Site Plan preparation sequence.

It is anticipated that potential restoration of sites will be identified through consultation with the ECC and will be dependent upon consideration of a number of related SA elements being addressed by PacifiCorp.

4.6 Monitoring Program

A component of the LMP is the monitoring of the implementation of management programs at each Project Development. PacifiCorp will document the status of management actions via regularly scheduled monitoring and Annual Reports to the

FERC. Preparation of these Annual Reports will: (1) help PacifiCorp determine whether land management actions should be adapted to observed changing conditions over time, and (2) help prioritize management actions each year.

Monitoring will be coordinated with PacifiCorp's EMS that will be applied to this Project. The EMS provides Project personnel with a standard approach to address "non-conformance issues." One element to be tracked in the EMS is the completion of LMP implementation and monitoring. The following sections briefly describe the monitoring elements for lands with a Conservation land management classification, public access sites, and revegetation and noxious weeds.

4.6.1 Conservation Land Management Classification (Buffer Zone) Monitoring

PacifiCorp will manage the condition of lands within the Conservation land management classification, including buffer zones, by conducting monitoring activities listed in Table 4.6-1.

Table 4.6-1. Conservation Land Management Monitoring Summary.

Monitoring Component	Reporting Frequency
<ul style="list-style-type: none">Summarize the location and extent of fencing projects implemented each year.	Annually
<ul style="list-style-type: none">Determine condition of existing fences and watering access points and describe livestock fence maintenance activities.	Annually
<ul style="list-style-type: none">Describe revegetation actions in areas damaged by Project operations, livestock grazing, or recreational activities.	Annually
<ul style="list-style-type: none">Document sites where trespass grazing occurs and describe corrective and preventive measures taken to address issues.	Annually
<ul style="list-style-type: none">Document any new dispersed camping sites and OHV impacts in or adjacent to the Conservation land management classifications and describe corrective and preventive measures taken to address issues.	5-year Interval

4.6.2 Public Access Site Monitoring

Since existing recreation sites (developed and dispersed) are located within or adjacent to riparian zones, it will be important to monitor the condition of sensitive resources near these sites. At 5-year intervals, PacifiCorp will inspect the recreation sites and surrounding areas to document any potential environmental damage. For any newly damaged sites, PacifiCorp will take necessary action to protect wetlands and riparian habitat and help meet ECC goals, which may potentially include additional access restrictions.

4.6.3 Revegetation and Noxious Weed Monitoring

Sites within the FERC Project boundary on PacifiCorp property that are being disturbed by Project O&M or unauthorized recreation or agricultural use and meet criteria established through consultation with the ECC will be revegetated with native or non-

invasive introduced species in a timely manner. This will help prevent the establishment of weeds, enhance wildlife habitat, control erosion, improve aesthetics, and potentially enhance biodiversity of the Project area. Revegetated sites will be revisited at least once during the year following replanting. Any bare areas documented during the monitoring visits will be replanted; eroded areas will be repaired and weeds treated, if necessary. Some areas, particularly those associated with erosion control/rehabilitation and wetland or habitat enhancement/restoration, may require longer term and more intensive monitoring to ensure success. In both cases, the monitoring results will be summarized in the Annual Reports using success criteria developed through consultation with the ECC that address erosion, soil compaction, and plant cover and diversity characteristics.

Monitoring of vegetation response at restoration sites will include documenting baseline conditions prior to treatment and post-treatment conditions for 1-5 years after restoration activities. The monitoring will utilize standard techniques for documenting the ecological conditions at managed sites and include recording data for the following variables (Cole 1989, Hammitt and Cole 1998):

- Vegetation cover in restored area;
- Qualitative comparison of vegetative cover at restored site to adjacent sites;
- Presence of noxious weeds;
- Height of herbaceous, shrub, and tree layers;
- Length of shoreline with bare soil/erosion;
- Tree root exposure;
- Evidence of damage to trees and shrubs;
- Percent of bare ground and mineral soil;
- Substrate stability and evidence of erosion; and
- Evidence of human activity (fire rings, trails, sanitation, and trash).

Photos will also be taken to document restoration response.

For noxious weeds, annual monitoring will include:

- Treatment areas and methods;
- Noxious weed species detected at each Project Development; and
- Effectiveness of treatment.

4.7 Implementation Schedule

LMP actions will be implemented according to the following schedule:

Final LMP to FERC	January 31, 2005
FERC approval of LMP	To be determined (TBD)
Site Plans developed	In progress in consultation with the ECC
Monitoring	Annually
LMP updates (if needed)	Years 10 and 20 of the new license term
Update leases with new language	As each lease is renewed or new leases are issued
Coordination with other plans	Ongoing as needed

5.0 REFERENCES AND LITERATURE CITED

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- PacifiCorp. 1999b. Grace/Cove Hydroelectric Project (FERC Project No. 2401) License Application. September 1999.
- PacifiCorp. 1999c. Soda Hydroelectric Project (FERC Project No. 20) License Application. September 1999.

APPENDICES

Appendix A: FERC LMP-related License Articles

Appendix B: ECC Comments on ECC Review Draft of LMP

Appendix C: Representative Photos of Land Management Issues

Appendix D: Revised Grazing Lease Template

Appendix E: Revised Agricultural Lease Template

Appendix F: Information Potentially Useful in Developing Site Plans

Appendix A
FERC LMP-related License Articles

Appendix A FERC LMP-related License Articles

Only those license articles related to the LMP are provided in this appendix (FERC 2003).

Article 424. The licensee, in consultation with the ECC, shall develop a Land Management Plan for the Project. The Land Management Plan shall define and describe the manner in which licensee-owned lands within the Project boundary shall be managed during the license term to minimize effects to natural resources, while providing for ongoing operations and maintenance activities for the Project, and subject to the rights of lessees under existing leases. The Land Management Plan shall include all new Project lands that are in the expanded Project boundaries for the Grace-Cove and Oneida developments, required by Article 427. The plan shall be filed with the Commission for approval, within one year from the date of issuance of this license or on an alternative schedule as determined by the Project Implementation Plan required under Article 401. At a minimum, the plan shall include the following provisions:

(a) a description of any existing or proposed measures to be implemented on licensee-owned lands to reduce livestock grazing impacts, including an implementation schedule.

(b) a description of any existing or proposed measures to be implemented to protect and improve habitat and wetlands on Project lands and in the Cove bypassed reach, including an implementation schedule.

(c) documentation of the establishment of a shoreline buffer zone on licensee-owned lands, the installation of fencing on the buffer zone, and implementation of the associated provisions, required under Articles 425 and 426. This documentation shall include a detailed description of the buffer zone and fencing, including appropriate maps or drawings showing the location and width of the buffer zone and fencing in relation to the Bear River and reservoirs and around wetlands and springs for each of the developments within the Project boundary.

The licensee shall include with the plan documentation of consultation with the above entities, copies of comments and recommendations on the completed plan after it has been prepared and provided to the agencies and specific descriptions of how the agencies' comments are accommodated by the plan. The licensee shall allow a minimum of 30 days for the agencies to comment and to make recommendations before filing the plan with the Commission. If the licensee does not adopt a recommendation, the filing shall include the licensee's reasons, based on Project-specific information.

The Commission reserves the right to require changes to the plan. Upon Commission approval, the licensee shall implement the plan, including any changes required by the Commission.

Article 425. The licensee shall, in consultation with the ECC, prepare a shoreline buffer zone plan on licensee-owned lands along the Bear River and reservoirs and around wetlands and springs for each of the developments within the Project boundary, subject to the rights of lessees under existing leases. The plan shall be filed with the Commission for approval within six months of license issuance or on an alternative schedule as determined by the Project Implementation Plan required under Article 401. The shoreline buffer zone shall also apply to licensee-owned lands within any new Project lands that are in the expanded Project boundaries for the Grace-Cove and Oneida developments, as required by Article 427. A buffer zone provision, which will at a minimum provide for the exclusion of livestock from riparian and wetland areas, shall be incorporated into all licensee-issued leases.

The licensee shall include with the plan documentation of consultation with the above entities, copies of comments and recommendations on the completed plan after it has been prepared and provided to the agencies and specific descriptions of how the agencies' comments are accommodated by the plan. The licensee shall allow a minimum of 30 days for the agencies to comment and to make recommendations before filing the plan with the Commission. If the licensee does not adopt a recommendation, the filing shall include the licensee's reasons, based on Project-specific information.

The Commission reserves the right to require changes to the plan. Upon Commission approval, the licensee shall implement the plan, including any changes required by the Commission.

Article 426. The licensee, in consultation with the ECC, shall prepare a buffer zone plan for licensee-owned land within the Cove development bypassed reach, to prevent the encroachment of livestock and protect riparian vegetation. The plan shall be filed with the Commission for approval within one year of license issuance or on an alternative schedule as determined by the Project Implementation Plan required under Article 401. Fencing shall be constructed to exclude livestock while allowing access by big game and other wildlife, but at the same time not reduce benefits that private landowners receive from unhindered livestock access to the Cove bypassed reach. In addition, the licensee shall fund 25% of the cost of fencing the buffer zone on non-licensee private land in the Cove bypassed reach for landowners who consent to fencing and to providing the balance of the funding. The licensee shall also pay 100% of the ongoing costs for

normal fencing maintenance on non-licensee private land within the Cove bypassed reach with the consent of the landowners. This maintenance on non-licensee land shall not include paying for repairs resulting from intentional destruction or vandalism.

The licensee shall include with the plan documentation of consultation with the above entities, copies of comments and recommendations on the completed plan after it has been prepared and provided to the agencies and specific descriptions of how the agencies' comments are accommodated by the plan. The licensee shall allow a minimum of 30 days for the agencies to comment and to make recommendations before filing the plan with the Commission. If the licensee does not adopt a recommendation, the filing shall include the licensee's reasons, based on Project-specific information.

The Commission reserves the right to require changes to the plan. Upon Commission approval, the licensee shall implement the plan, including any changes required by the Commission.

Article 427. The licensee shall expand the Project boundary at the Grace-Cove and Oneida developments to ensure continued recreational access to the Bear River in the vicinity of these developments. At the Grace-Cove development, the expanded boundary shall include PacifiCorp lands on both sides of the bypassed reach upstream of Cove dam and the Grace powerhouse. At the Oneida development, the expanded boundary shall include all PacifiCorp and BLM lands from the existing downstream Project boundary, below the powerhouse, to the proposed boater takeout at the cattle guard in Oneida Canyon, on the primary access road side of the Bear River, between the road and the river or 200 feet from the river, whichever is greater. The licensee shall file revised Exhibit G drawings with the Commission, showing their recommended changes in the Project boundary, within eight months year after the issuance of the license, or on an alternative schedule as determined by the Project Implementation Plan required under Article 401. This filing shall also include survey data on the total area of additional Project lands.

Appendix B

ECC comments on ECC Review Draft of LMP

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
U.S. Fish and Wildlife Service Letter		
1	<p>The document provides minimal guidance for management of uplands. As outlined in the settlement agreement and in the license order, the Land Management Plan should define and describe the manner in which the “lands” will be managed to minimize effects to natural resources.” This would include habitats such as sagebrush-steppe systems.</p> <p>In the Service’s July 25th 2002 comments on the draft settlement agreement, we recommended that then section 3.6 be modified to require the LMPs to “include, but not be limited to: planting of native upland shrub, grass and herbaceous species; development of herbaceous wetlands; development of cottonwood/riparian corridors along the Bear River and larger tributaries; fencing to exclude livestock from riparian and riverine areas, from springs and littoral zones, and to reduce livestock trespass; grazing management plans; and active control of exotic noxious weed plant species.” Although this language was not included in the final settlement agreement, I believe it was understood that the Land Management Plans would address all habitat types within the Project Area.</p>	<p>The LMP provides the general framework for meeting the requirements of the FERC license articles 424, 425, 426, and 427, which emphasize wetlands and riparian areas. By establishing Conservation Land Classifications that have at a minimum a 100-ft buffer around shorelines and wetlands, approximately 40% of the 563 acres of upland habitat within the FERC Project boundary will be managed for conservation. PacifiCorp will include protection measures for upland habitats of concern that are not within the Conservation Land Management Classification as part of the Site Plans that will be developed through consultation with the ECC. The FERC Article 424 specifically states that “licensee-owned lands within the Project boundary shall be managed during the license term to minimize effects to natural resources, while providing for ongoing operations and maintenance activities for the Project, and subject to the rights of lessees under existing leases.”</p> <p>Large scale restoration activities was never intended for the Land Management Plan. One of intended purposes of the Site Plans will be to identify potential restoration sites with funding from Article 405/406.</p>
2	<p>With regard to noxious weed control, the document states in several places that such control will occur annually (indicating to the reader once per year). Recommend that the Plan allow for more frequent control should important resources/extent of infestation dictate.</p>	<p>Reference to annual control, was intended to mean that weed control activities will occur every year. PacifiCorp’s annual weed control program will consist of multiple treatments each year, depending on the target species, methods, and treatment success determined during follow-up visits and monitoring.</p>
3	<p>recommend that the Plan include a schedule by which the site specific plans will be completed and a general schedule for implementing specific land management activities.</p>	<p>Text will be revised to indicate that Site Plans will be developed within the first 5 years of the new license and implementation will be completed no later than year 10.</p>
4	<p><u>Page 14, Section 2.6 Explanation of Terms.</u> Recommend that a definition of “approved” be included. For example, the Plan states that restoration methods may include revegetation using “approved” native or non-invasive non-native plan species.</p>	<p>The term “approved” will be changed to “in consultation with” to more accurately convey the responsibilities of PacifiCorp and the ECC.</p>
5	<p><u>Page 15, Section 3.1 Land Uses and Management Activities.</u> This section states that the focus of the Plan is wetland, riparian and aquatic habitats. Additional focus is needed for upland habitats, particularly with regard to sagebrush-steppe habitats.</p>	<p>See response to Comment No. 1.</p>

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
6	<u>Page 16, Section 3.1.1.1 Project Operations and Maintenance.</u> Recommend that Plan will include management of additional weeds as they are added to the Idaho State Department of Agriculture’s Noxious Weed List.	Text will be revised to indicate that the targeted list of noxious weeds will be updated annually to reflect additions for the Idaho State list.
7	Recommend that the Plan include the opportunity to manage cheat grass in selected lease areas and other areas where there are important natural resource concerns.	Cheat grass is not listed as a noxious weed by the State of Idaho. This species is extremely widespread throughout the western United States and would require infeasible levels of effort to eradicate it. PacifiCorp will implement Best Management Practices (BMP) at revegetation sites to minimize expansion of cheat grass.
8	<u>Page 20, Section 3.2.1 Soda Springs Development.</u> Parcel 0093B may not be identified on the aerial photographs provided.	Map has been changed to label this parcel as “0093A”.
9	<u>Page 60, Section 4.1.4 Potential Agricultural Lease Areas.</u> Recommend that the potential acreage that may be leased be identified, both for livestock grazing and farming (similar to what was done for lands in the Conservation Lands Management classification [501 acres within FERC boundary]).	Text will be revised to indicate that approximately 294 acres (34%) of the FERC project area is categorized as potential lease area. This represents an absolute maximum that would be leased as Site Plans will likely reduce the amount used for agriculture or grazing.
10	<u>Page 61, Table 4.1-3. Specific Land Use Standards for Lands in the Conservation Land Management Classification</u> Public Access: Recommend that the Plan restrict hardening of trails in floodplains and in wetlands, only allowing such activities on a case specific basis when it is assured that such hardening will not change flows in a wetland system, fragment a wetland and restrict access of the river to its floodplain. Vegetation Management: Recommend that the Plan outline criteria that will be used to determine whether a site is “damaged” and in need of restoration. Recommend that the Plan identify the types of mechanical methods that will be used to control noxious weeds. Also suggest that both biological and chemical control be considered, on a site-specific basis. For example, it may be very difficult to control Canada thistle through mechanical means. Agricultural Uses: Recommend that additional criteria be given to determine when grazing could be used as a management tool in a wet meadow or uplands. Also	Text will be revised to indicate that hardening of trails in the Conservation Land Classification will only be conducted through consultation with the ECC and in a manner that does not adversely affect the shoreline, wetland, and riparian ecosystems. Criteria will be incorporated into Site Plans to account for site-specific considerations. Information from literature and agency management plans will be used to identify the specific criteria to be used. Text will be revised to indicate that mechanical control methods could include manual (hand pulling) and use of tractors or other heavy equipment. Biological and chemical control will be considered depending on the site-specific conditions. Text will be revised to indicate that the potential use of grazing inside the

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
	<p>recommend that the ECC be part of the decision-making process when grazing is under consideration as a management tool for lands in the Conservation Lands Management classification.</p> <p>If PacifiCorp has authority over how an irrigator whose diversion is located on PacifiCorp lands manages that diversion, (for example: ditch maintenance, weed control, diversion structure placement/repair), recommend that the Plan include a scenario where PacifiCorp will work with the diversion owner to ensure diversion management actions will have minimal impact on important wetland/upland habitats.</p>	<p>Conservation Land Classification would only be implemented through ECC consultation during the development of the Site Plans. Short-term, well controlled grazing can be used as a component to control noxious weeds or other dense undesirable plant species.</p> <p>On existing easements, PacifiCorp does not have the authority to dictate management of water irrigation systems owned by entities other than PacifiCorp. In the future, if asked for utility easements on its property within the FERC project boundary, PacifiCorp will require the other party to implement BMPs as part of its construction and operation.</p>
11	<p><u>Page 62, Table 4.1-4. Specific Land Use Standards for Lands in the Potential Agricultural Lease Areas Land Management Classification.</u></p> <p>Wetland and Riparian Habitat Management: Recommend that criteria used to determine when vegetation management actions are needed in wetland/riparian areas within the agricultural lease areas be included in the Plan.</p>	<p>This information will be included the Site Plans.</p>
12	<p><u>Page 64, 4.2.2 Agricultural Lease Update Program.</u> Recommend the criteria that will be used to determine stocking rates be included in the Plan. Also recommend that such criteria include consideration of habitat for species that may utilize sagebrush steppe habitat within the Project Area.</p>	<p>The establishment of livestock stocking rates will be dependent on the “Desired Future Conditions” will utilize standard methods and information from NRCS, universities, and other appropriate sources. The criteria will be documented in each Site Plan developed through consultation with the ECC.</p>
13	<p>With regard to management of livestock grazing leases where there may be lands in the Conservation Lands Management classification contained within the lease area, recommend the following be included in the Plan:</p> <ul style="list-style-type: none"> • PacifiCorp will ensure the integrity of buffer fences in an allotment prior to turnout. • For any gates that will be installed to provide access to the riparian areas/river, the gates will be locked when cattle are present in the lease area or cattle guards will be installed to prevent livestock entrance. • PacifiCorp or the lessee will ensure the buffer fences are inspected at least two times per week when cattle are grazing the leased areas. The lessee will be required to ensure that any breach in the buffer fence and/or entry 	<p>Within the FERC Project Boundary, PacifiCorp will ensure fence integrity prior to livestock turnout, lock gates (if a management problem occurs), require lessee to maintain fences, and immediately remove livestock from Conservation areas.</p>

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
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	<p>of cattle into lands in the Conservation Lands Management classification be reported to PacifiCorp immediately.</p> <ul style="list-style-type: none"> • PacifiCorp will ensure that integrity is restored to the buffer fence and any cattle within lands in the Conservation Lands Management classification are removed as soon as possible after learning of a breach/cattle entry. 	
14	<p><u>Page 65, Section 4.2.5 Spring/Wetland Management Program.</u> It is exciting to read that Kackley Springs will no longer be grazed by livestock. Recommend that the Plan identify criteria to be used by PacifiCorp to determine if grazing will be allowed in any lands in the Conservation Lands Management classification, particularly with regard to wetlands. Also recommend that the ECC be part of the decision-making process for those activities that will take place in an area designated for Conservation Land Management.</p>	See response to Comment No. 10.
15	<p>The second paragraph states that other small springs will be evaluated for potential protection/enhancement. Recommend that the Plan state that springs will be protected unless determined such protection is not necessary. The Plan should define the criteria that will be used to determine such protection is not necessary.</p>	The need for specific protection measures at small springs within the FERC project boundary will be assessed as part of the Site Plans through consultation with the ECC.
16	<p><u>Page 67, Section 4.4 Cove Bypass Reach Buffer Zone Plan (License Article 426), first and second bullets.</u> Recommend that PacifiCorp also discuss with the affected landowners the potential for other funding assistance. For example, the Service's Partners for Wildlife program may be available to assist in funding part of the landowner's portion of the funding.</p>	PacifiCorp will fully support the ECC in attempts to locate additional funding sources.
17	<p><u>Page 68, Section 4.5 Site Plans, 3rd bullet.</u> Recommend that criteria used to determine if a site needs restoration be included in the Plan.</p>	Bullet will be revised to indicate that criteria for determining if a site needs restoration will be incorporated into Site Plans.
18	<p><u>Page 69, Table 4.6-1. Conservation Land Management Monitoring Summary.</u> As discussed above, recommend that PacifiCorp monitor fences and other livestock grazing structures prior to turnout. Recommend that PacifiCorp work with the lessees to ensure that, if an area is grazed adjacent to lands in the Conservation Lands Management classification, there is regular monitoring during the grazing season to ensure that the</p>	See response to Comment No. 13.

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
	potential for cattle entry into these areas is minimized. In areas where trespass is commonly known to occur, recommend more frequent monitoring.	
Greater Yellowstone Coalition Comments		
19	<p>Agricultural Lease Areas—Our first comment is addressed to section 4.1.4 and 4.2.2 both of which address appropriate grazing practices for PacifiCorp lands to be leased for grazing.</p> <p>According to the plan most of the areas to be grazed are in uplands with water provided by limited access to the Bear River or through water developments of one type or another. Grazing often impacts upland areas. This is especially evident around water development. Domestic livestock habitually congregate around the water source, whether spring, stream, or trough. Impacts are generally recognized as trampling and compacted soils with vegetation usually stripped to bare ground. These effects then translate into impacts to amphibians and birds. Holechek et al have shown that areas up to a mile from water developments can have severe impacts from trampling, compaction and removal of vegetation, with impacts occurring for several miles. Furthermore, development of springs and seeps removes wetland habitat that is very important to a variety of birds, amphibians, and other species. Finally, water developments are significant vectors for noxious weed infestations and the future spread of noxious weeds.</p>	See response to Comment Nos. 1 and 10.
20	<p>Agricultural Lease Areas—We suggest that careful thought be given to where and how water is provided for livestock in the LMP. We would also suggest that the following specifics be incorporated as standards or requirements as leases are renewed.</p> <ul style="list-style-type: none"> • Minimum 8”-12” stubble height for <i>all</i> upland perennial bunchgrasses at the end of the grazing or growing season – whichever comes first • Maximum 25% use of woody browse species on new leader growth • Inclusion of appropriate monitoring procedures including minimum frequency between site visits, to determination compliance or potential resource damage. 	Evaluation of livestock watering options and standards for livestock forage utilization and monitoring will be included in each Site Plan developed through consultation with the ECC.

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
21	<p>Conservation Lands—Table 4.1-3 within Section 4.1.3, which addresses “Conservation” lands, indicates that grazing may be used as a management tool to achieve desired vegetation condition in wet meadow and upland habitats. Section 4.2.5 “Spring/Wetland Management Program” includes language that would allow grazing, ostensibly to enhance vegetation diversity and achieve desired results. If desired results are a healthy, production riparian/wetland system grazing simply won’t get us there.</p>	<p>See response to Comment Nos. 1, 10, and 12.</p>
22	<p>Virtually all peer-reviewed research indicates that using grazing as a “tool” to enhance ecological goals does not work. In numerous studies of riparian grazing impacts, investigators concluded that total removal of livestock was necessary to restore ecosystem health. For example along Mahogany Creek, Nevada, reduction in grazing had little benefit; only a complete removal brought about habitat improvement (Chaney et al. 1990; Dahlem 1979). Ames (1977) found that "even short-term or seasonal use is too much," and compared mere reductions in livestock numbers to letting "the milk cow get in the garden for one night." In a recent comparison of eleven grazing systems, total exclusion of livestock offered the strongest ecosystem protection (Kovalchik and Elmore 1992). As Davis (1982) put it: "If the overgrazing by livestock is one of the main factors contributing to the destruction of the habitat, then the solution would be to ... remove the cause of the problem." Note also that a 1988 GAO study showed restoring riparian areas was best accomplished by removal of livestock.</p> <p>Belsky, et al. found that livestock grazing negatively effects water quality and seasonal quantity, stream channel morphology hydrology, riparian zone soils, in stream and stream bank vegetation, and aquatic and riparian wildlife. Livestock were also found to cause negative impacts at the landscape and regional scale. While evidence is abundant describing the negative impacts of grazing before the Taylor Grazing Act in 1934, recent studies document that livestock grazing remains a key factor in the continued degradation of riparian habitats.</p> <p>In addition Platts concluded that livestock grazing was the major cause of degraded stream and riparian environments and reduced fish populations in the arid west. A recent report by the USDA Forest Service found grazing to be the fourth major cause of</p>	<p>PacifiCorp appreciates the thorough summary of information on the impacts of livestock grazing and the ecological benefits of terminating livestock grazing. However, there are cases where a well-managed grazing program can continue while maintaining functional ecosystems, or implemented as a component of a comprehensive weed management plan.</p>

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
	<p>animal species endangerment in the United States and the second major cause of endangerment of plant species. Moreover, livestock grazing is still considered to be the most pervasive source of upland and riparian habitat degradation in the arid West.</p> <p>Blackburn and Trimble and Mendel summarized the negative impacts of grazing on watersheds. They listed the erosive force of raindrops on denuded surfaces, the shearing force of hooves on slopes, decreased soil organic matter, and increased soil compaction as primary impacts. Together, these impacts result in reduced infiltration rates and increased runoff, soil bulk density, erosion, and sediment delivery to streams. Indirectly, this affects everything from plants to fish and the impacts occur across entire landscapes. The Natural Resource Defense Council found that overgrazing is the number one threat to Western trout streams.</p> <p>I've included a reference section below for the sources cited in these comments as well as many more sources that address grazing impacts to both upland and aquatic habitats.</p>	
<i>U.S. Forest Service Comments (provided as edits in copy of draft LMP)</i>		
23	<p>Page 61, Table 4.1-3. The purpose of the Conservation Land Management classification is unclear to me. The Conservation Land Management and Agricultural Lease Areas Land Management classifications appear to be similar in that both allow livestock grazing. In fact, responsible agriculture employs conservation practices, further adding to the confusion.</p> <p>If you are going to allow livestock grazing to financially protect existing permittees in the Conservation Land Management classification, you should include that in the purpose of the classification. If you are going to use livestock grazing to achieve a desired vegetation condition, the purpose of the classification should be clarified. Does achieving desired vegetation conditions in wet meadows or uplands mean manage to trend towards restoration or manage to benefit a particular use? Without defining the desired vegetation condition, it is difficult to determine if the use of livestock is appropriate. In my 18 years as a professional Fisheries Biologist, I have never seen grazing successfully used as a tool to restore wet meadows or riparian areas, nor observed it in the scientific literature. There's associated impacts from livestock</p>	See response to Comment Nos. 1, 10, and 12.

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
	<p>grazing, a legitimate land use. Although managers can minimize those impacts, it is difficult for me to understand how livestock can be used in a true restoration effort.</p> <p>For example, PacifiCorp employees have used cattle to create openings in a cattail monoculture near the Cutler Project (further down the Bear River system). Although potentially worthy in the eyes of duck hunters, this practice may not necessarily be consistent with a restoration goal. Restoration restores the structure and function of systems to the extent possible. In the Cutler example, what caused the cattail monoculture? Was it the natural process of succession or a human-caused increase in nutrients or a decrease in natural disturbance (fire/flood/etc.)? Perhaps using cattle in the cattails just addresses the symptom of the problem, not the cause. Are you intending long term intensive management in the Conservation Land Management lands or restoring the structure and function of these areas so they are more self-sustaining? The purpose for the Conservation Land Management classification should be clarified to help address this question.</p>	
24	Page 61, Table 4.1-3. Are any of the existing agricultural irrigation systems drawing from the Bear River? Should you include a requirement to screen them to exclude fish?	PacifiCorp will work with the ECC to evaluate the need to utilize FERC Article 405/406 funding to screen irrigation systems in the FERC Project boundary during the development of the Site Plans.
25	Page 61, Table 4.1-3. If PacifiCorp terminates water diversions that are no longer necessary and returns flow to natural drainageways, those channels may need to be restored prior to returning flow to avoid potential impacts. —“These natural drainages may need to be restored prior to use.”	See response to Comment No. 24.
26	Page 62, Table 4.1-4. You should add “and/or practical” to the end of the bullet statement “Restoration projects will utilize native plant species, where possible.”	Edit incorporated into text.
27	Page 65, Section 4.2.5. The statement regarding the use of short-term grazing in springs and wetlands to achieve desired results makes me reiterate what I provided above regarding an unclear purpose for this management area. This direction is inconsistent with the original understanding of ECC that springs and wetlands would be protected from livestock grazing. This needs to be explained better in the purpose for this management area.	See response to Comment Nos. 1, 10, and 12. ECC consultation will take place prior to any such actions and monitoring will be incorporated in to the Site Plans.

BEAR RIVER HYDROELECTRIC PROJECT LAND MANAGEMENT PLAN ECC COMMENT/RESPONSE MATRIX		
No.	Comment	Response/Action
	I recommend a strong monitoring /evaluation program be included in this land management plan. The plan suggests using livestock grazing as a management tool to achieve desired conditions in wetlands and riparian areas. Based on my experience, it is possible to minimize the impacts of conventional livestock grazing, but grazing will not likely restore natural conditions in wetlands and riparian areas. If such a concept is implemented, a sufficient monitoring program will be needed to document effectiveness and share findings.	
<i>Idaho Department of Parks and Recreation Comments (12/8/04 email)</i>		
28	Page 9 paragraph 1. What does "non-Project facility" mean? Exempt from licensing?	Non-Project facility" means not included in the FERC license for the Bear River (i.e., the Last Chance facility).
29	Page 13, last paragraph. What is HPMP and RTSP?	HPMP is Historic Properties Management Plan, RTSP is the Recreation and Transportation Management Plan.
30	Page 15 under 3.1.1. Rewrite first sentence. Four categories were used to define the land uses that affect natural resources.	Edit incorporated.
31	Page 16. Last meeting Deb was talking about cheat grass. I think there should be some discussion about riparian areas that are infected and thus devalued due to cheat grass infestations. Maybe in terms of restoration goals.	See response to Comment No. 7.



United States Department of the Interior

FISH AND WILDLIFE SERVICE

EASTERN IDAHO FIELD OFFICE – ES
4425 BURLEY DR., SUITE A
CHUBBUCK, IDAHO 83202

Telephone (208) 237-6975 Fax Number (208) 237-8213



Mr. Monte Garrett
PacifiCorp
825 NE Multnomah, Suite 1500
Portland, Oregon 97232

Subject: Review of Bear River Hydroelectric Project Draft Land Management and Buffer Zone Plan (Plan), FERC Project Nos. 20, 472 and 2401, Caribou and Franklin Counties, Idaho File #501.0114, OALS #I-4-05-0196

Dear Monte:

As requested in the November 12, 2004 memorandum from EDAW INC and during the November 17, 2004 Environmental Coordination Committee (ECC) meeting, the U.S. Fish and Wildlife Service (Service) has reviewed the subject draft Plan. Our comments and recommendations follow.

General Comments

The document outlines specific guidelines and criteria that PacifiCorp will use to develop site-specific land management plans. The Plan provides a good foundation that will be used to develop and implement site-specific wetland/riparian management scenarios. However, the document provides minimal guidance for management of uplands. As outlined in the settlement agreement and in the license order, the Land Management Plan should define and describe the manner in which the “lands” will be managed to minimize effects to natural resources.” This would include habitats such as sagebrush-steppe systems.

In the Service’s July 25th 2002 comments on the draft settlement agreement, we recommended that then section 3.6 be modified to require the LMPs to “include, but not be limited to: **planting of native upland shrub, grass and herbaceous species**; development of herbaceous wetlands; development of cottonwood/riparian corridors along the Bear River and larger tributaries; fencing to exclude livestock from riparian and riverine areas, from springs and littoral zones, and to reduce livestock trespass; grazing management plans; and active control of exotic noxious weed plant species.” Although this language was not included in the final settlement agreement, I believe it was understood that the Land Management Plans would address all habitat types within the Project Area.

With regard to noxious weed control, the document states in several places that such control will occur annually (indicating to the reader once per year). Recommend that the Plan allow for more frequent control should important resources/extent of infestation dictate.

Also recommend that the Plan include a schedule by which the site specific plans will be completed and a general schedule for implementing specific land management activities.

Specific Comments

Page 14, Section 2.6 Explanation of Terms. Recommend that a definition of “approved” be included. For example, the Plan states that restoration methods may include revegetation using “approved” native or non-invasive non-native plan species.

Page 15, Section 3.1 Land Uses and Management Activities. This section states that the focus of the Plan is wetland, riparian and aquatic habitats. Additional focus is needed for upland habitats, particularly with regard to sagebrush-steppe habitats.

Page 16, Section 3.1.1.1 Project Operations and Maintenance. Recommend that Plan will include management of additional weeds as they are added to the Idaho State Department of Agriculture’s Noxious Weed List.

Recommend that the Plan include the opportunity to manage cheat grass in selected lease areas and other areas where there are important natural resource concerns.

Page 20, Section 3.2.1 Soda Springs Development. Parcel 0093B may not be identified on the aerial photographs provided.

Page 60, Section 4.1.4 Potential Agricultural Lease Areas. Recommend that the potential acreage that may be leased be identified, both for livestock grazing and farming (similar to what was done for lands in the Conservation Lands Management classification [501 acres within FERC boundary]).

Page 61, Table 4.1-3. Specific Land Use Standards for Lands in the Conservation Land Management Classification

Public Access: Recommend that the Plan restrict hardening of trails in floodplains and in wetlands, only allowing such activities on a case specific basis when it is assured that such hardening will not change flows in a wetland system, fragment a wetland and restrict access of the river to its floodplain.

Vegetation Management: Recommend that the Plan outline criteria that will be used to determine whether a site is “damaged” and in need of restoration.

Recommend that the Plan identify the types of mechanical methods that will be used to control noxious weeds. Also suggest that both biological and chemical control be considered, on a site-specific basis. For example, it may be very difficult to control Canada thistle through mechanical means.

Agricultural Uses: Recommend that additional criteria be given to determine when grazing could be used as a management tool in a wet meadow or uplands. Also recommend that the ECC be part of the decision-making process when grazing is under consideration as a management tool for lands in the Conservation Lands Management classification.

If PacifiCorp has authority over how an irrigator whose diversion is located on PacifiCorp lands manages that diversion, (for example: ditch maintenance, weed control, diversion structure placement/repair), recommend that the Plan include a scenario where PacifiCorp will work with the diversion owner to ensure diversion management actions will have minimal impact on important wetland/upland habitats.

Page 62, Table 4.1-4. Specific Land Use Standards for Lands in the Potential Agricultural Lease Areas Land Management Classification.

Wetland and Riparian Habitat Management: Recommend that criteria used to determine when vegetation management actions are needed in wetland/riparian areas within the agricultural lease areas be included in the Plan.

Page 64, 4.2.2 Agricultural Lease Update Program. Recommend the criteria that will be used to determine stocking rates be included in the Plan. Also recommend that such criteria include consideration of habitat for species that may utilize sagebrush steppe habitat within the Project Area.

With regard to management of livestock grazing leases where there may be lands in the Conservation Lands Management classification contained within the lease area, recommend the following be included in the Plan:

- PacifiCorp will ensure the integrity of buffer fences in an allotment prior to turnout.
- For any gates that will be installed to provide access to the riparian areas/river, the gates will be locked when cattle are present in the lease area or cattle guards will be installed to prevent livestock entrance.
- PacifiCorp or the lessee will ensure the buffer fences are inspected at least two times per week when cattle are grazing the leased areas. The lessee will be required to ensure that any breach in the buffer fence and/or entry of cattle into lands in the Conservation Lands Management classification be reported to PacifiCorp immediately.
- PacifiCorp will ensure that integrity is restored to the buffer fence and any cattle within lands in the Conservation Lands Management classification are

removed as soon as possible after learning of a breach/cattle entry.

Page 65, Section 4.2.5 Spring/Wetland Management Program. It is exciting to read that Kackley Springs will no longer be grazed by livestock. Recommend that the Plan identify criteria to be used by PacifiCorp to determine if grazing will be allowed in any lands in the Conservation Lands Management classification, particularly with regard to wetlands. Also recommend that the ECC be part of the decision-making process for those activities that will take place in an area designated for Conservation Land Management.

The second paragraph states that other small springs will be evaluated for potential protection/enhancement. Recommend that the Plan state that springs will be protected unless determined such protection is not necessary. The Plan should define the criteria that will be used to determine such protection is not necessary.

Page 67, Section 4.4 Cove Bypass Reach Buffer Zone Plan (License Article 426), first and second bullets. Recommend that PacifiCorp also discuss with the affected landowners the potential for other funding assistance. For example, the Service's Partners for Wildlife program may be available to assist in funding part of the landowner's portion of the funding.

Page 68, Section 4.5 Site Plans, 3rd bullet. Recommend that criteria used to determine if a site needs restoration be included in the Plan.

Page 69, Table 4.6-1. Conservation Land Management Monitoring Summary. As discussed above, recommend that PacifiCorp monitor fences and other livestock grazing structures prior to turnout. Recommend that PacifiCorp work with the lessees to ensure that, if an area is grazed adjacent to lands in the Conservation Lands Management classification, there is regular monitoring during the grazing season to ensure that the potential for cattle entry into these areas is minimized. In areas where trespass is commonly known to occur, recommend more frequent monitoring.

Closing Comments:

I appreciate the opportunity to review and comment on the Draft Land Management Plan. I believe that the draft Plan adequately describes existing general conditions on PacifiCorp lands in the Project Area and in explaining management guidelines that will be used by PacifiCorp to develop project-specific land management plans and site-specific land management scenarios.

The Service appreciates the tremendous effort by PacifiCorp to coordinate with the ECC implementation of the Settlement Agreement and License Order. It is my belief that actions taken by PacifiCorp through the Settlement Agreement will provide measurable benefits to fish and wildlife resources. If you have any questions about the above comments and recommendations, you may contact me at 208-237-6975x31.

Sincerely,

Deb Mignogno, Supervisor
Eastern Idaho Field Office

cc: USFS, Idaho Falls (Capurso)
BLM, Idaho Falls (Koelsch)
IDFG, Pocatello (Mende)
IDEQ, Pocatello (Van Every)

GYC comments on the ECC Review Draft Land Management and Buffer Zone Plans dated November 2004.

After our review of the draft plans we generally agree with the issues identified in section 3.0. We also agree with all of the goals along with virtually all the tools/methods that will be used to achieve those goals for future land management as outlined in section 4.0. It is clear to us, and it is iterated throughout the draft plan, that grazing is the primary cause of environmental degradation to both uplands and aquatic habitats on PacifiCorp lands in the project area. Given that fact, GYC is convinced that grazing should be permanently removed from conservation lands and closely managed and monitored on all other lands where it is permitted. Our specific comments in regards to grazing in respect to the LMP follow.

Agricultural Lease Areas

Our first comment is addressed to section 4.1.4 and 4.2.2 both of which address appropriate grazing practices for PacifiCorp lands to be leased for grazing.

According to the plan most of the areas to be grazed are in uplands with water provided by limited access to the Bear River or through water developments of one type or another. Grazing often impacts upland areas. This is especially evident around water development. Domestic livestock habitually congregate around the water source, whether spring, stream, or trough. Impacts are generally recognized as trampling and compacted soils with vegetation usually stripped to bare ground. These effects then translate into impacts to amphibians and birds. Holechek et al have shown that areas up to a mile from water developments can have severe impacts from trampling, compaction and removal of vegetation, with impacts occurring for several miles. Furthermore, development of springs and seeps removes wetland habitat that is very important to a variety of birds, amphibians, and other species. Finally, water developments are significant vectors for noxious weed infestations and the future spread of noxious weeds.

We suggest that careful thought be given to where and how water is provided for livestock in the LMP. We would also suggest that the following specifics be incorporated as standards or requirements as leases are renewed.

- Minimum 8”-12” stubble height for *all* upland perennial bunchgrasses at the end of the grazing or growing season – whichever comes first
- Maximum 25% use of woody browse species on new leader growth
- Inclusion of appropriate monitoring procedures including minimum frequency between site visits, to determination compliance or potential resource damage.

5.1 Conservation Lands

Table 4.1-3 within Section 4.1.3, which addresses “Conservation” lands, indicates that grazing may be used as a management tool to achieve desired vegetation condition in wet

meadow and upland habitats. Section 4.2.5 “Spring/Wetland Management Program” includes language that would allow grazing, ostensibly to enhance vegetation diversity and achieve desired results. If desired results are a healthy, production riparian/wetland system grazing simply won’t get us there.

Virtually all peer-reviewed research indicates that using grazing as a “tool” to enhance ecological goals does not work. In numerous studies of riparian grazing impacts, investigators concluded that total removal of livestock was necessary to restore ecosystem health. For example along Mahogany Creek, Nevada, reduction in grazing had little benefit; only a complete removal brought about habitat improvement (Chaney et al. 1990; Dahlem 1979). Ames (1977) found that "even short-term or seasonal use is too much," and compared mere reductions in livestock numbers to letting "the milk cow get in the garden for one night." In a recent comparison of eleven grazing systems, total exclusion of livestock offered the strongest ecosystem protection (Kovalchik and Elmore 1992). As Davis (1982) put it: "If the overgrazing by livestock is one of the main factors contributing to the destruction of the habitat, then the solution would be to ... remove the cause of the problem." Note also that a 1988 GAO study showed restoring riparian areas was best accomplished by removal of livestock.

Belsky, et al. found that livestock grazing negatively effects water quality and seasonal quantity, stream channel morphology hydrology, riparian zone soils, in stream and stream bank vegetation, and aquatic and riparian wildlife. Livestock were also found to cause negative impacts at the landscape and regional scale. While evidence is abundant describing the negative impacts of grazing before the Taylor Grazing Act in 1934, recent studies document that livestock grazing remains a key factor in the continued degradation of riparian habitats.

In addition Platts concluded that livestock grazing was the major cause of degraded stream and riparian environments and reduced fish populations in the arid west. A recent report by the USDA Forest Service found grazing to be the fourth major cause of animal species endangerment in the United States and the second major cause of endangerment of plant species. Moreover, livestock grazing is still considered to be the most pervasive source of upland and riparian habitat degradation in the arid West.

Blackburn and Trimble and Mendel summarized the negative impacts of grazing on watersheds. They listed the erosive force of raindrops on denuded surfaces, the shearing force of hooves on slopes, decreased soil organic matter, and increased soil compaction as primary impacts. Together, these impacts result in reduced infiltration rates and increased runoff, soil bulk density, erosion, and sediment delivery to streams. Indirectly, this affects everything from plants to fish and the impacts occur across entire landscapes. The Natural Resource Defense Council found that overgrazing is the number one threat to Western trout streams.

I’ve included a reference section below for the sources cited in these comments as well as many more sources that address grazing impacts to both upland and aquatic habitats.

REFERENCES

1. Ames, C.R. 1977. Wildlife conflicts in riparian management: grazing. Pages 49-51 in R.R. Johnson and D.A. Jones, technical coordinators. Importance, preservation, and management of riparian habitat: a symposium. General Technical Report RM-43. Forest Service, Rocky Mountain Forest and Range Experiment Station, Fort Collins, Colorado.
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3. Belsky, A.J. et.al. 1999 Survey of livestock influence on stream and riparian ecosystems in the western United States. *Journal of Soil and Water Conservation*. Vol 54 Issue 1, p. 419.
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10. Chase, A. 1988. Range revolutionary: Alston Chase meets radical environmentalist Allan Savory. *Conde Nast's Traveler* 23: 56-62.
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File Code: 2600

Date: 16 December 2004

Ron Tressler
EDAW Inc.
Seattle, WA

Dear Ron:

Pacificorp asked ECC participants to comment on their Bear River Hydroelectric Project Land Management Plan. I provide my comments as a Fisheries Biologist who works for USDA Forest Service in a professional capacity preparing and implementing management plans in an interdisciplinary fashion. These comments reflect the perspective of my discipline and were not prepared in an interdisciplinary fashion.

My previous hand-written notes on the margin of the plan pages will probably not suffice for the formal planning process recently described by Pacificorp. They are probably not specific enough to foster the understanding necessary for Pacificorp to finish their plan. Please delete my previous handwritten comments and replace them with the following. For your ease, I will refer to the comment blocks in your draft Bear River Hydroelectric Project Land Management Plan ECC Comment/Response Matrix.

Please replace draft comment block number 23 with:

Page 61, Table 4.1-3. The purpose of the Conservation Land Management classification is unclear to me. The Conservation Land Management and Agricultural Lease Areas Land Management classifications appear to be similar in that both allow livestock grazing. In fact, responsible agriculture employs conservation practices, further adding to the confusion.

If you are going to allow livestock grazing to financially protect existing permittees in the Conservation Land Management classification, you should include that in the purpose of the classification. If you are going to use livestock grazing to achieve a desired vegetation condition, the purpose of the classification should be clarified. Does achieving desired vegetation conditions in wet meadows or uplands mean manage to trend towards restoration or manage to benefit a particular use? Without defining the desired vegetation condition, it is difficult to determine if the use of livestock is appropriate. In my 18 years as a professional Fisheries Biologist, I have never seen grazing successfully used as a tool to restore wet meadows or riparian areas, nor observed it in the scientific literature. There's associated impacts from livestock grazing, a legitimate land use. Although managers can minimize those impacts, it is difficult for me to understand how livestock can be used in a true restoration effort.

For example, PacifiCorp employees have used cattle to create openings in a cattail monoculture near the Cutler Project (further down the Bear River system). Although potentially worthy in the eyes of duck hunters, this practice may not necessarily be consistent with a restoration goal. Restoration restores the structure and function of systems to the extent possible. In the Cutler example, what caused the cattail monoculture? Was it the natural process of succession or a human-caused increase in nutrients or a decrease in natural disturbance (fire/flood/etc.)? Perhaps using cattle in the cattails just addresses the symptom of the problem, not the cause. Are you intending long term intensive management in the Conservation Land Management lands or restoring the structure and function of these areas so they are more self-sustaining? The purpose for the Conservation Land Management classification should be clarified to help address this question.

Please replace draft comment block number 24 with:

Page 61, Table 4.1-3. Are any of the existing agricultural irrigation systems drawing from the Bear River? Should you include a requirement to screen them to exclude fish?

Please replace draft comment block number 25 with:

Page 61, Table 4.1-3. If PacifiCorp terminates water diversions that are no longer necessary and returns flow to natural drainageways, those channels may need to be restored prior to returning flow to avoid potential impacts.

Please replace draft comment block number 26 with:

Page 62, Table 4.1-4. You should add “and/or practical” to the end of the bullet statement “Restoration projects will utilize native plant species, where possible.”

Please replace draft comment block number 27 with:

Page 65, Section 4.2.5. The statement regarding the use of short-term grazing in springs and wetlands to achieve desired results makes me reiterate what I provided above regarding an unclear purpose for this management area. This direction is inconsistent with the original understanding of ECC that springs and wetlands would be protected from livestock grazing. This needs to be explained better in the purpose for this management area.

I recommend a strong monitoring /evaluation program be included in this land management plan. The plan suggests using livestock grazing as a management tool to achieve desired conditions in wetlands and riparian areas. Based on my experience, it is possible to minimize the impacts of conventional livestock grazing, but grazing will not likely restore natural conditions in wetlands and riparian areas. If such a concept is implemented, a sufficient monitoring program will be needed to document effectiveness and share findings.

Thanks for making these replacements to my earlier handwritten notes.

Sincerely,

/s/ James Capurso
James Capurso
Forest Fisheries Biologist
Caribou-Targhee National Forest

Appendix C
Representative Photos of Land Management Issues



Photo 1. Erosion in cropland near Oneida Dam.



Photo 4. Cattle path along fence in Oneida bypass reach.



Photo 2. Soil compaction from livestock near Oneida Day Use Area.



Photo 5. Livestock in riparian zone downstream of Oneida Put-in.

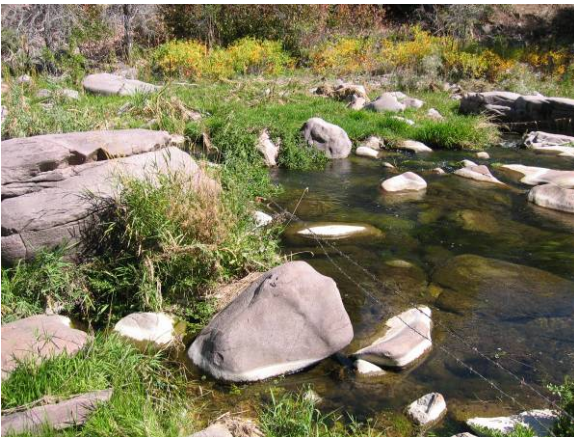


Photo 3. Grazing impacts in the Oneida bypass reach.



Photo 6. Dispersed campsite and use upstream of Redpoint Campground.



Photo 7. Eroded stream channel (seasonal) upstream of Redpoint Campground.



Photo 10. OHV Damage on BLM land near the Oneida Take-out.



Photo 8. Grazed riparian zone and alfalfa field upstream of Redpoint Campground.



Photo 11. Shoreline erosion along Alexander Reservoir.



Photo 9. Side cast damage to riparian vegetation in Oneida Narrows.



Photo 12. Example of buffer along Alexander Reservoir.



Photo 13. Dispersed campsite along south shore of Alexander Reservoir.

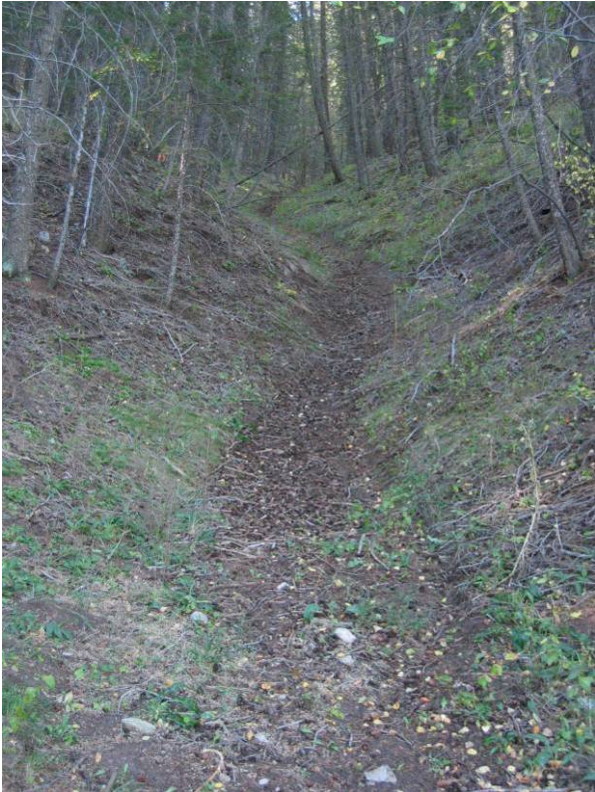


Photo 16. OHV trail south of Alexander Reservoir.



Photo 14. Dispersed campsite and shoreline erosion at Alexander Reservoir.



Photo 15. Livestock holding area and riparian impacts downstream of Grace Dam.



Photo 17. Agricultural irrigation on PacifiCorp land near Black Canyon Take-out.



Photo 18. Extensive grazing in riparian and uplands across from Black Canyon Take-out.



Photo 21. Outflow of Kackley Springs entering Cove Forebay.



Photo 19. Overview of Kackley Springs.



Photo 22. Livestock grazing in riparian zone next to dispersed campsite.



Photo 20. Kackley Spring water control structure.

Appendix D
Revised Grazing Lease Template

GRAZING LEASE

This GRAZING LEASE (the "Grazing Lease") is entered into by and between PACIFICORP, an Oregon Corporation, ("Lessor") and _____, of _____ ("Lessee").

RECITALS

A. Lessor owns that certain parcel of real property located in _____ County, State of Idaho, used in connection with the Bear River Hydroelectric Project (the "Property").

B. Lessee desires to lease a portion of the Property consisting of approximately __ acres (the "Premises") for the purpose of grazing livestock.

C. Lessor has used and will continue to use the Premises for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities and equipment normally associated with the generation and distribution of power and/or the use or leased use of the Premises for communication structures, facilities, and equipment. Lessor also uses and will continue to use the Premises to access adjoining properties and facilities, including properties and facilities that may be used in the future.

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, for in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which is hereby acknowledged and received, Lessor and Lessee agree to the following terms and conditions:

1. Leased Premises. Lessor does hereby lease the Premises to Lessee for the limited purpose of grazing livestock during the Grazing Period as defined below, and for no other purposes without written consent of Lessor. The Premises is located _____. All of Premises is more particularly shown in Exhibit "A," which is attached to and incorporated herein by reference.

2. Term.

2.1 Grazing Period. Lessee shall have the right to use the Premises for grazing during the period commencing on the **1st day of June**, _____, and ending on the **31st day of May**, _____ for a term of one (1) year (the "Lease Term"). The Grazing Period shall generally be the time between June 1st and August 1st of each year (the "Grazing Period"). The exact pasture rotation schedule shall be determined by the Lessor and communicated to the Lessee prior to the beginning of the Grazing Period. Any variance from this time frame and schedule shall require mutual consent between Lessor and Lessee. Lessor may, upon request by Lessee, modify the Grazing Period based upon annual conditions and circumstances

3. Rent.

3.1 Formula to Determine Annual Payment Amount. Lessee shall pay to Lessor an annual rental for the use and occupation of the Premises under this Lease which shall be calculated at the rate of _____ **DOLLARS AND NO/100 DOLLARS (\$_.00)** multiplied by the number of allowed animal units ("AU"), as defined below, multiplied by the number of months in the Grazing Period (i.e., \$_.00 x total AUs x number of months in the Grazing Period = Annual Rent).

For purposes of this Lease, Animal Units shall be defined as follows:

- a) One cow with a calf under six months of age equals 1.0 Animal Unit.
- a) One calf over six months of age or a yearling equals .60 Animal Unit.

b) One bull two years of age equals 1.5 Animal Units.

Rental consideration is typically \$__.00 AUM. The reduction in rental rate is made to reflect protection of riparian area on Lessee's property.

3.2 Payment of Rent. Each annual payment shall be due and payable on or before the **1st day of December**, and shall be paid to Lessor at the following address:

PACIFICORP
Property Management Dept.
P.O. Box 5504
Portland, OR 97228-5504

3.3 Late Payments. In the event Lessee fails to make its payment within fifteen (15) days after the due date specified above, Lessee shall pay, in addition to the rent payment owed, a late payment fee equal to fifteen percent (15%) of the annual payment owed. If Lessee fails to make its payment within thirty days (30) days after the due date specified above, Lessee shall pay, in addition to the rent payment and late fee owed, twenty percent (20%) interest on the amount of the rent payment owed.

3.4 Holdover. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee shall be deemed to have a month-to-month tenancy and Lessee shall pay to Lessor a monthly installment of rent, at double the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis, for each month or part of a month (without reduction for any such partial month) that Lessee remains in possession of the Premises. In addition, Lessee shall pay to Lessor all direct and consequential damages sustained by reason of Lessee's retention of possession of the Premises. The provisions of this Section shall not be deemed to limit or exclude any of Lessor's rights of reentry or any other right granted to Lessor under this Lease or at law.

4. Authorized Use and Occupation of the Premises.

4.1 Allowed Animal Units. Lessee's occupation and use of the Premises shall not exceed **30 Animal Units** during the Grazing Period, which shall constitute the Allowed Animal Units. Grazing is allowed only during the Grazing Period. Lessor reserves the right to adjust the Grazing Period and Allowed Animal Units at any time and for any reason whatsoever, at Lessor's sole discretion. In the event Lessor adjusts the Grazing Period or Allowed Animal Units at any time during the Lease term, the annual rental shall also be adjusted to reflect the amended Grazing Period or amended Allowed Animal Units. The Premises are to be used solely for the purpose of grazing of livestock and for no other purpose without the prior written consent of Lessor. Lessee shall not deviate from the grazing period, numbers or class of livestock, or any other terms and conditions of this Lease or the grazing management plan without the prior written consent of Lessor.

4.2 Pasture Use Data. Lessee shall provide Lessor with monthly pasture use data specifying the number of Animal Units grazed on the Premises. Lessee shall also provide Lessor with a year-end summary of the actual Animal Units grazed during the year to determine the actual amount of rent due.

4.3 Monitoring. Lessor and Lessee shall jointly monitor the Premises at least monthly to determine any changes that may be necessary to the rotation between pastures, condition of the Premises, etc. Based upon the information collected, Lessor shall have the right to alter grazing regimes or the number of Allowed Animal Units.

5. Acceptance of the Premises. Lessee has examined and knows the condition of the Premises and accepts the Premises in its present condition, AS-IS and with all faults. Lessor makes no representation or warranty as to the condition of the Premises and shall not be required to perform, pay for,

or be responsible for any work to ready the Premises for Lessee's occupancy or any other work whatsoever throughout the term of this Lease.

6. Right to Flood Premises. Lessee acknowledges that all or a portion of the Premises is or may be in a flood plain and that the Premises is subject to partial or total flooding or fluctuations in water level. It is understood that Lessor purchases the Premises as flood lands, and Lessee assumes the entire risk of flooding over all or a portion of the Premises and over any or all of Lessee's personal property or fixtures located thereon. This assumption of risk applies to flooding caused by any reason including, but not limited to, unusual or usual weather conditions, acts of God, intentional or unintentional direct or indirect acts of Lessor or Lessor's operators or successors, or negligent acts of Lessor. Lessee hereby waives any claim against Lessor for damages of any kind, including damages for personal injury or loss of life, or loss of crops, livestock, equipment, improvements, developments, fixtures, or other real or personal property to which Lessee has any claim whatsoever, or which Lessee or Lessee invitees or licensees may suffer as a result of such flooding or other fluctuation in water level. Any flooding of the Premises shall not relieve Lessee from making lease payments or performing any other obligations required hereunder which are not rendered impossible by the flooding.

7. Water Rights. Lessee acknowledges that this Lease gives no right to the use of water from any source and that it is Lessee's responsibility to insure that there is adequate stockwater for Lessee's needs.

8. Improvements.

8.1 Written Consent. Lessee may not make any improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Premises without Lessor's prior written consent. If Lessee desires to make any changes or improvements to the Premises, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement at least thirty (30) days in advance. In the event Lessee deems the making of any improvement or the changing of any improvement necessary to remove a hazardous condition, it shall notify Lessor and request that Lessor approve the improvement or change in improvement within a shorter time. Lessor shall have the right to conditionally approve, modify, or deny the requested change or improvement at its sole discretion.

8.2 Workmanlike Manner. All approved improvements shall be made in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm the Premises in any manner, shall be timely cured by Lessee at Lessee's expense and in a manner satisfactory to Lessor.

8.3 Maintenance of Improvements. Lessee shall keep and maintain all fences, water ditches, irrigation systems, and other improvements existing upon the Premises at the commencement of this Lease, if any, in good condition and shall perform all routine maintenance and repairs on them at its own labor and expense. Lessee shall not remove or allow any other person to remove from the Premises any of the fences or other improvements existing at the commencement of this Lease without the Lessor's prior written approval.

8.4 Removal of Improvements. All improvements made by Lessee shall be and remain the property of Lessor. Lessee shall not be entitled to any compensation for improvements made to the Premises. If Lessor is required to dispose of improvements made by Lessee, Lessee agrees to reimburse Lessor for all costs incurred by Lessor

9. Restrictions on the Use of Premises.

9.1 Flammable Materials. Lessee shall not place or store any flammable material within fifty (50) feet of any power line located on the Premises, including but not limited to chemical solvents, fuels,

rubbish piles, haystacks, or lumber products, on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises.

9.2 Storage. Lessee shall not cause or permit any structure, building, automobile, or equipment to be placed, erected, or stored on the Premises without Lessor's prior written consent nor shall Lessee, under any circumstances place any object or allow any person to come within twenty (20) feet of any power lines on the Premises. Lessee understands and acknowledges that electricity can arc between lines and persons or objects within twenty (20) feet of the lines.

9.3 Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

9.4 Notice of Damages or Theft. Lessee shall notify and give notice to Lessor of any mortality, theft, vandalism, loss, or damage to the Premises, within twenty four (24) hours of the discovery of any such event.

9.5 Condition of Premises. Lessee shall keep and maintain the Premises in a clean, prudent, and husbandlike manner at all times and in conformity with good conservation and business practices.

9.6 Chemicals and Fertilizers. Lessor and Lessee acknowledge that the use of pesticides, chemicals and fertilizers may be necessary to optimize crop production upon the Premises. It is also understood that the use of pesticides, chemicals and fertilizers could cause damage to persons, property and natural resources if improperly applied or used. Lessee shall not use or apply any insecticide, herbicide, pesticide, chemicals or fertilizers on the Premises without Lessor's prior written consent. Lessee shall comply in all material respects with existing federal, state and local laws, regulations and ordinances and all manufacturer's instructions and guidelines in the use or application of any insecticide, herbicide, pesticide, chemical or fertilizer on the Premises.

9.7 Off Road Travel. Use of trucks, tractors, or other large vehicles off of established roads is prohibited except for customary and routine agricultural usage and maintenance of the Premises.

9.8 Public Recreation. Lessee shall allow hunting, fishing and other public recreational uses of the Premises without charge for such use and shall not commit any act or omission which in any manner restricts the liability protection afforded state law pertaining to recreational use of private lands.

9.9 Pest Control. Lessee shall not use any insecticide, pesticide, herbicide, treatment or sprays, or implement any predator control measures without the prior written consent of Lessor.

9.10 Supplemental Feeding. Crop feeders and other supplemental feeders shall not be used without the prior written consent of Lessor. Salt and other mineral supplements may be used but must be placed in a tub or mineral feeder. All mineral tubs or mineral feeders shall be located to optimize forage utilization and shall be removed at the end of each Grazing Period.

10. Environmental Regulations. Lessee shall strictly comply in all material respects with all federal, state, and local environmental laws, regulations, and ordinances ("Environmental Laws") and shall not use or store on the Premises any hazardous or toxic materials without Lessor's prior written consent. In the event of any spill or release or any hazardous or toxic materials, Lessee shall immediately report, remedy, and shall immediately notify Lessor thereof. Upon termination of this Lease, Lessee shall deliver the Premises to Lessor free of any material contamination by hazardous or toxic materials. Lessee covenants and agrees to protect, indemnify, and hold Lessor harmless from any and all liability, loss, costs, damage, or expense, including attorneys' fees, resulting from Lessee's failure to comply with the provisions of this paragraph. The covenants contained within this paragraph shall survive the expiration termination this Lease.

11. Lessor's Use of the Premises. It is understood and agreed upon that Lessor reserves the right to access the Premises at any time for the purpose of maintaining or repairing its existing power lines and associated equipment and facilities and to place additional lines and equipment upon the Premises. It is further understood and agreed upon that Lessor shall reserve the right to add to, change, or enlarge its power lines and associated facilities and structures on the Premises, including such equipment and facilities of others, including fiber optic and cable lines. If such changes require Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee at least thirty days advance notice and Lessee agrees to make any such changes to Lessee's changes, improvements, or use of Premises.

12. No Sublet or Assignment or Lien. Lessee may not sublet the Premises or any part thereof or assign any of its rights under this Lease without Lessor's prior written consent. Lessee shall not permit any mechanic's or materialman's lien to be filed against the Premises and in the event any such lien or claim is filed against the Premises as a result of any action or inaction by Lessee, Lessee shall immediately remove the lien through satisfaction of the claim, assertion of valid defenses or initiation and prosecution of an action requiring removal of the lien.

13. Compliance with Law, Preventing Waste. Lessee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to the use or occupation of the Premises, including environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining land owners or which may violate the law.

14. Indemnification. Lessee shall use the Property at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Lessor, its officers, directors, employees, subsidiaries and affiliates, arising out of Lessee's use of or Activities on or around the Property. In addition, Lessee shall protect, indemnify and hold harmless Lessor, its officers, directors, employees, subsidiaries and affiliates (collectively "Indemnitees") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnitees or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly out of Lessee's use of or Activities on or around the Property. This Paragraph shall survive the termination of this Agreement. For purposes of this Agreement, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules and regulations promulgated there under, relating to pollution or protection of the environment.

15. Insurance. Lessee shall, as a condition precedent to entering into this Lease, be required to obtain and carry throughout the term of this Lease insurance coverage in the amount and form of coverage as may be required by Lessor.

16. Taxes. Lessor shall pay taxes levied on the Premises and Lessee shall pay all taxes on Lessee's personal property used on the Premises.

17. Termination. This Lease may be terminated upon the happening of any of the following events:

17.1 Breach. If Lessee breaches any of the covenants or provisions herein provided, including the failure to pay rent or any other monetary sums required under this Lease, Lessor, at its option, may terminate this Lease and immediately re-enter and repossess the Premises either with or without legal

process and without giving notice to quit to Lessee, which notice is expressly waived by Lessee in case of such breach.

17.2 Abandonment. In the event Lessee abandons the Premises, Lessor may, in addition to all other remedies, immediately reenter the Premises and take full possession thereof and exclude Lessee from any attempted renewed use of the Premises.

17.3 Termination by Notice. Lessor may terminate this Lease at any time during the term hereof by giving ninety (90) days written notice to Lessee of its intention to do so.

18. Miscellaneous.

18.1 Notice. Except when actual receipt is expressly required by the terms hereof, notice is considered given either: (i) when delivered in person to the recipient named below, (ii) after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name and address to the party or person intended, or (iii) after being transmitted by facsimile to the person and party intended and to the facsimile number indicated below, with machine confirmation of satisfactory transmittal. All notices shall be given to the following:

Lessor: PACIFICORP
Property Management
1407 W. North Temple, #110
Salt Lake City, UT 84140

Facsimile: (____) _____

Lessee: _____

Phone: (____) _____
Facsimile: (____) _____

Cattle Brand identification (as registered in the state of Idaho) _____
Location of brand on animal _____

Upon written notification, either party may designate a different individual or address for notices.

18.2 Titles and Captions. Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

18.3 Applicable Law. This Lease shall be construed in accordance with and governed by the laws of the state of Idaho.

18.4 Binding Effect Upon Successors. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

18.5 Integration. This Lease constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No

covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

18.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

18.7 Rights and Remedies. The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

18.8 Severability. In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18.9 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing party.

18.10 Authorization. Each individual executing this Lease represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Lease in the capacity and for the entity set forth where he signs and that as a result of his signature, this Lease shall be binding upon the party for which he signs.

18.11 Recordation. This Lease may not be recorded on behalf of either party, but in lieu thereof, Lessor and Lessee agree that each will, upon execution of this Lease, execute, in recordable form, a "short form" of the Lease, which shall contain a description of the Premises, the term of the Lease, and the parties to the Lease. The short form of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the short form of the Lease, the terms and conditions of this Lease shall be controlling.

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease on this, the _____ day of _____, _____.

LESSOR

LESSEE

PACIFICORP, an Oregon corporation,

BY: _____

BY: _____

ITS: _____

TITLE: _____

Appendix E
Revised Agricultural Lease Template

UCA
L
Tenant/Customer #
Date

AGRICULTURAL LEASE AGREEMENT

This AGRICULTURAL LEASE AGREEMENT (the "Lease") is entered into by and between PACIFICORP, an Oregon Corporation ("Lessor") and _____ "Lessee").

RECITALS

- A. Lessor owns that certain parcel of real property located in ____ County, State of _____ (the "Property").
- B. Lessee desires to lease a portion of the Property consisting of approximately _____ acres (the "Premises") for agricultural uses.
- C. Lessor has used and will continue to use the Premises for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities and equipment normally associated with the generation and distribution of power and/or the use or leased use of the Premises for communication structures, facilities, and equipment. Lessor also uses and will continue to use the Premises to access adjoining properties and facilities, including properties and facilities that may be used in the future.

TERMS AND CONDITIONS OF AGREEMENT

NOW, THEREFORE, for in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which is hereby acknowledged and received, Lessor and Lessee agree to the following terms and conditions:

1. Leased Premises. Lessor does hereby lease the Premises to Lessee for the limited purposes of raising crops and other agricultural purposes and for no other purposes without written consent of Lessor. The Premises is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Term.

2.1 Lease Term. The term of this Lease shall be ____ years, commencing on the ____ day of 20____ and ending on the ____ day of _____, 20____, unless earlier terminated as provided under this Lease.

2.2 [Optional] Option to Renew. *At the end of the Lease Term identified in section 2.1 above, if Lessee has complied with and is current in the performance of all of the*

obligations required by this Lease as reasonably determined by Lessor, Lessee may extend the term of this Lease for an additional term of __ years by giving Lessor written notice of its intent to do so (“Notice of Intent to Renew”) not less than sixty (60) days prior to the termination date of the initial Lease Term.

3. Rent.

3.1 Rent Payments and Annual Increase. Lessee shall pay to Lessor a rent payment in the amount of _____ for the first year of the Lease. The first rent payment shall be due and payable upon execution of this Lease. Each annual payment thereafter shall be increased by an amount equal to _____ percent (___%). Each annual rent payment shall be due and payable in advance on the _____ day of _____, and shall be paid to Lessor at the following address:

[insert address for rent]

3.2 Late Payments. In the event Lessee fails to make its payment within fifteen (15) days after the due date specified above, Lessee shall pay, in addition to the rent payment owed, a late payment fee equal to fifteen percent (15%) of the annual payment owed. If Lessee fails to make its payment within thirty days (30) days after the due date specified above, Lessee shall pay, in addition to the rent payment and late fee owed, twenty percent (20%) interest on the amount of the rent payment owed.

3.3 Holdover. If Lessee retains possession of the Premises or any part thereof after the termination of this Lease, Lessee shall be deemed to have a month-to-month tenancy and Lessee shall pay to Lessor a monthly installment of rent, at double the rate due and payable for the month immediately preceding such holdover, computed on a per-month basis, for each month or part of a month (without reduction for any such partial month) that Lessee remains in possession of the Premises. In addition, Lessee shall pay to Lessor all direct and consequential damages sustained by reason of Lessee’s retention of possession of the Premises. The provisions of this Section shall not be deemed to limit or exclude any of Lessor’s rights of reentry or any other right granted to Lessor under this Lease or at law.

4. Acceptance of the Premises. Lessee has examined and knows the condition of the Premises and accepts the Premises in its present condition, AS-IS and with all faults. Lessor makes no representation or warranty as to the condition of the Premises and shall not be required to perform, pay for, or be responsible for any work to ready the Premises for Lessee’s occupancy or any other work whatsoever throughout the term of this Lease.

[5. Water Rights. Lessee acknowledges that this Lease gives no right to the use of water from any source and that it is Lessee’s responsibility to insure that there is adequate irrigation water for Lessee’s needs.]

or

[5. Water Rights. In addition to the use of the premises, Lessee shall have the right to use all water rights appurtenant to the Premises (the “Water Rights”). Lessee agrees to maintain in good working order all ditches used to divert water onto the Premises. Lessee shall not allow irrigation water to run uncontrolled onto the Premises or from the Premises onto land not owned or leased by Lessee. Lessee agrees to use the Water Rights for irrigation only on the Premises and to file Lessee’s annual written verification of use of Lessor’s Water Rights stating the dates such Water Rights are used and the amounts of water used. Lessee’s annual verification of Water Rights use is due on or before the _____ day of _____ each year. Lessee shall notify Lessor immediately of any use of the Water Rights third persons make or endeavor to make.]

6. Improvements.

6.1 Written Consent. Lessee may not make any improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Premises without Lessor’s prior written consent. If Lessee desires to make any changes or improvements to the Premises, Lessee shall provide Lessor with detailed plans and specifications for the proposed change or improvement at least thirty (30) days in advance. In the event Lessee deems the making of any improvement or the changing of any improvement necessary to remove a hazardous condition, it shall notify Lessor and request that Lessor approve the improvement or change in improvement within a shorter time. Lessor shall have the right to conditionally approve, modify, or deny the requested change or improvement at its sole discretion.

6.2 Workmanlike Manner. All approved improvements shall be made in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm the Premises in any manner, shall be timely cured by Lessee at Lessee’s expense and in a manner satisfactory to Lessor.

6.3 Maintenance of Improvements. Lessee shall keep and maintain all fences, water ditches, irrigation systems, and other improvements existing upon the Premises at the commencement of this Lease, if any, in good condition and shall perform all routine maintenance and repairs on them at its own labor and expense. Lessee shall not remove or allow any other person to remove from the Premises any of the fences or other improvements existing at the commencement of this Lease without the Lessor’s prior written approval.

6.4 Removal of Improvements. All improvements made by Lessee shall be and remain the property of Lessor. Lessee shall not be entitled to any compensation for any improvements made to the Premises. If Lessor is required to dispose of improvements made by Lessee, Lessee agrees to reimburse Lessor for all costs incurred by Lessor.

7. Restrictions on the Use of the Premises.

7.1 Flammable Materials. Lessee shall not place or store any flammable material within fifty (50) feet of any power line located on the Premises, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products, on the Premises, excluding from this prohibition, however, motor vehicles fuels and lubricants properly contained in vehicles coming onto the Premises.

7.2 Storage. Lessee shall not cause or permit any structure, building, automobile, or equipment to be placed, erected, or stored on the Premises without Lessor's prior written consent nor shall Lessee, under any circumstances place any object or allow any person to come within twenty (20) feet of any power lines on the Premises. Lessee understands and acknowledges that electricity can arc between lines and persons or objects within twenty (20) feet of the lines.

7.3 Noxious Weeds. Lessee shall control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

7.4 Notice of Damages or Theft. Lessee shall notify and give notice to Lessor of any mortality, theft, vandalism, loss, or damage to the Premises, within twenty four (24) hours of the discovery of any such event.

7.5 Condition of Premises. Lessee shall keep and maintain the Premises in a clean, prudent, and husbandlike manner at all times and in conformity with good conservation and business practices.

7.6 Chemicals and Fertilizers. Lessor and Lessee acknowledge that the use of pesticides, chemicals and fertilizers may be necessary to optimize crop production upon the Premises. It is also understood that the use of pesticides, chemicals and fertilizers could cause damage to persons, property and natural resources if improperly applied or used. Lessee shall not use or apply any insecticide, herbicide, pesticide, chemicals or fertilizers on the Premises without Lessor's prior written consent. Lessee shall comply in all material respects with existing federal, state and local laws, regulations and ordinances and all manufacturer's instructions and guidelines in the use or application of any insecticide, herbicide, pesticide, chemical or fertilizer on the Premises.

Off Road Travel. Use of trucks, tractors, or other large vehicles off of established roads is prohibited except for customary and routine agricultural usage and maintenance of the Premises.

7.8 Public Recreation. Lessee shall allow hunting, fishing and other public recreational uses of the Premises without charge for such use and shall not commit any act or omission which in any manner restricts the liability protection afforded state law pertaining to recreational use of private lands.

8. Environmental Regulations. Lessee shall strictly comply in all material respects with all federal, state, and local environmental laws, regulations, and ordinances

("Environmental Laws") and shall not use or store on the Premises any hazardous or toxic materials without Lessor's prior written consent. In the event of any spill or release or any hazardous or toxic materials, Lessee shall immediately report, remedy, and shall immediately notify Lessor thereof. Upon termination of this Lease, Lessee shall deliver the Premises to Lessor free of any material contamination by hazardous or toxic materials. Lessee covenants and agrees to protect, indemnify, and hold Lessor harmless from any and all liability, loss, costs, damage, or expense, including attorneys' fees, resulting from Lessee's failure to comply with the provisions of this paragraph. The covenants contained within this paragraph shall survive the expiration termination this Lease.

9. Lessor's Use of Premises.

9.1 Power Lines. It is understood and agreed upon that Lessor reserves the right to access the Premises at any time for the purpose of maintaining or repairing its existing power lines and associated equipment and facilities and to place additional lines and equipment upon the Premises. It is further understood and agreed upon that Lessor shall reserve the right to add to, change, or enlarge its power lines and associated facilities and structures on the Premises, including such equipment and facilities of others, including fiber optic and cable lines. If such changes require Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee thirty (30) days advance notice and Lessee agrees to make any such changes within a reasonable period of time as designated by Lessor.

Optional Provision

9.2 Right to Flood Premises. Lessee acknowledges that all or a portion of the Premises is or may be in a flood plain and that the Premises is subject to partial or total flooding or fluctuations in water levels. It is understood that Lessor purchased the Premises as flood lands, and Lessee assumes the entire risk of flooding over all or a portion of the Premises and over any or all of Lessee's personal property or fixtures located thereon. This assumption of risk applies to flooding caused by any reason including, but not limited to, usual or unusual weather conditions, acts of God, intentional or unintentional direct or indirect acts of Lessor or Lessor's operators or successors, or negligent acts of Lessor. Lessee hereby waives any claim against Lessor for damages of any kind, including damages for personal injury or loss of life, or loss of any crops, livestock, equipment, developments, improvements, fixtures, or other property to which Lessee has any claim whatsoever, or which Lessee or Lessee's invitees or licensees may suffer as a result of such flooding or other fluctuation in water level. Any flooding of the Premises shall not relieve Lessee from making lease payments or performing any other obligations required hereunder which are not rendered impossible by the flooding. If Lessor has (within reasonable amount of time) prior knowledge of potential flooding, Lessor will attempt to contact Lessee in order that Lessee can remove livestock on Premises.

10. No Sublet or Assignment or Lien. Lessee may not sublet the Premises or any part thereof or assign any of its rights under this Lease without Lessor's prior written consent. Lessee shall not permit any mechanic's or materialman's lien to be filed against the Premises and in the event any such lien or claim is filed against the Premises as a result of any action or inaction by Lessee, Lessee shall immediately remove the lien through satisfaction of the claim, assertion of valid defenses or initiation and prosecution of an action requiring removal of the lien.

11. Compliance with Law, Preventing Waste. Lessee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to the use or occupation of the Premises, including environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining land owners or which may violate the law.

12. Indemnification. Lessee shall use the Property at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Lessor, its officers, directors, employees, subsidiaries and affiliates, arising out of Lessee's use of or Activities on or around the Property. In addition, Lessee shall protect, indemnify and hold harmless Lessor, its officers, directors, employees, subsidiaries and affiliates (collectively "Indemnitees") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly out of Lessee's use of or Activities on or around the Property. This Paragraph shall survive the termination of this Agreement.

For purposes of this Agreement, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules and regulations promulgated thereunder, relating to pollution or protection of the environment.

13. Insurance. Lessee shall, as a condition precedent to entering into this Lease, be required to obtain and carry throughout the term of this Lease insurance coverage in the amount and form of coverage as may be required by Lessor.

14. Taxes. Lessor shall pay taxes levied on the Premises and Lessee shall pay all taxes on Lessee's personal property used on the Premises.

15. Termination. This Lease may be terminated upon the happening of any of the following events:

15.1 Breach. If Lessee breaches any of the covenants or provisions herein provided, including the failure to pay rent or any other monetary sums required under this Lease, Lessor, at its option, may terminate this Lease and immediately re-enter and repossess the Premises either with or without legal process and without giving notice to quit to Lessee, which notice is expressly waived by Lessee in case of such breach.

15.2 Abandonment. In the event Lessee abandons the Premises, Lessor may, in addition to all other remedies, immediately reenter the Premises and take full possession thereof and exclude Lessee from any attempted renewed use of the Premises.

15.3 Frustration or Change of Condition. If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Lessor's operations on the Premises makes further performance impractical or frustrates the purpose of this Lease, Lessor shall have the right to terminate this Lease by giving Lessee ninety (90) days prior written notice.

15.4 Termination by Notice. Notwithstanding any other provision in this Lease, Lessor shall have the right to terminate this Lease for any reason by giving Lessee ninety (90) days written notice.

16. Events Upon Expiration or Termination. Upon the expiration or termination of this Lease, Lessee shall promptly remove all personal property and shall surrender the Premises in good condition satisfactory to Lessor, reasonable wear and depreciation due to use excepted.

17. Miscellaneous.

17.1 Notice. Except when actual receipt is expressly required by the terms hereof, notice is considered given either: (i) when delivered in person to the recipient named below, (ii) after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name and address to the party or person intended, or (iii) after being transmitted by facsimile to the person and party intended and to the facsimile number indicated below, with machine confirmation of satisfactory transmittal. All notices shall be given to the following:

Lessor: PacifiCorp

 Property Management Department

 [Address]

With a copy to:

Lessee:

Upon written notification, either party may designate a different individual or address for notices.

17.2 Titles and Captions. Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.

17.3 Applicable Law. This Lease shall be construed in accordance with and governed by the laws of_____.

[Laws of the state in which the property is located.]

17.4 Binding Effect Upon Successors. This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.

17.5 Integration. This Lease constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.

17.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

17.7 Rights and Remedies. The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

17.8 Severability. In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17.9 Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing party.

17.10 Authorization. Each individual executing this Lease represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Lease in the capacity and for the entity set forth where he signs and that as a result of his signature, this Lease shall be binding upon the party for which he signs.

17.11 Recordation. This Lease may not be recorded on behalf of either party, but in lieu thereof, Lessor and Lessee agree that each will, upon execution of this Lease, execute, in recordable form, a "short form" of the Lease, which shall contain a description of the Premises, the term of the Lease, and the parties to the Lease. The short form of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the short form of the Lease, the terms and conditions of this Lease shall be controlling.

IN WITNESS WHEREOF, the parties to this Lease Agreement have executed this Lease on the day and year first above written.

LESSOR

LESSEE

PACIFICORP, an Oregon corporation,

BY: _____

ITS: _____

EXHIBIT A

(Property Description of the Premises)

Miscellaneous Provisions

In Lieu Rent Payments. As additional rent and in lieu of additional monetary lease payments during the initial term of this Lease, Lessee agrees to perform the construct the following improvements within 90 days after the execution of this Lease.

In-Kind Rent. Lessee agrees to pay Lessor a rental payment equivalent to ___ percent of all crops grown upon the property (“Lessor’s Share”). Lessee may elect to pay Lessor’s Share either in-kind form of crops grown or the cash equivalent of Lessor’s Share of crops grown at a price determined by average price of such crops in ___ County at the time of harvest (based on Utah department of Agriculture Market News). In the event crops grown on the property are damaged by wildlife, other than insects, rodents and other pests, the value of all such damage to crops shall be deducted from Lessor’s share up to an amount not to exceed the total value of Lessor’s share.

Lessee acknowledges that the Premises is subject to Federal Energy Resource Commission (“FERC”) licensing and is managed in accordance with Lessor’s Land Management Plan (“LMP”) submitted and approved thereunder. Lessee further acknowledges that the use of the Premises is and shall be subordinate to Lessor’s FERC licensing requirements both existing and future and is willing to accept the Premises under those terms and conditions.

Animals on the Premises. In the event Lessor allows Lessee to keep animals or livestock of the Premises, Lessee agrees to use all diligence in maintaining the property so as to prevent the escape of any livestock or animals kept upon the Premises, and to indemnify and hold harmless Lessor from any claims arising out of loss from Lessee’s livestock or animals kept on the Premises. Lessee agrees to maintain all fences on or around the Premises in good condition during the term of this lease.

Soil Erosion. Lessee will control soil erosion as completely as practicable by stripcropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form. Lessee will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

Buffers Lessee must maintain at least a 50 foot wide “buffer” strip of land within the Premises between the edge of Lessee’s field and the reservoir, river, or nearest body of water. The “buffer” strip of land is intended to preserve the quality of water in the existing reservoir, river or nearest body of water by minimizing soil erosion near the water and by reducing leaching of fertilizer, pesticides, and/or other chemicals or contaminants into the water from the Premises.

Optimization of Crop Production. Lessee shall diligently endeavor to optimize crop production upon the Property in a manner consistent with the purposes set forth herein.

Protection of Wildlife Habitat. Lessee shall exercise reasonable care to promote and protect wildlife habitat upon the Premises and shall take no actions to deter use of the Premises by Wildlife, unless agreed upon by Lessor in writing.

No Liens. Lessee shall pay when due, all expenses for harvesting and delivering any and all crops grown on the Premises and all claims for work done, services rendered, materials and other items furnished to the Premises by or for Lessee. Lessee shall not permit any lien for moneys owing by Lessee to remain against the Premises for a period of more than 30 days following the discovery of such lien by Lessee. Failure to remove any such lien within thirty days following the discovery shall be deemed an event of default hereunder.

Appendix F
Information Potentially Useful in Developing Site Plans

Conceptual Site Plan Outline

- 1.0 Introduction
 - 1.1 Purpose/Context
 - 1.2 Scope
 - 1.3 Desired Future Condition
 - 1.4 Approach and Schedule (*executive summary of proposed actions*)

- 2.0 Site Description
 - 2.1 Existing site conditions (*described by parcel or other segment, includes wetlands, riparian and other sensitive habitats*)
 - 2.1.1 LMP category designations
 - 2.1.2 Existing Agriculture/Grazing Practices
 - 2.1.2.1 Fences/Gates Locations and Condition
 - 2.1.2.2 Water Source/Irrigation System
 - 2.1.2.3 Crop and Grazing Program (*season, AUMs, planting/harvest methods, etc.*)
 - 2.1.3 Potential areas of conflict with existing uses and land uses
 - 2.2 Maps including parcel outlines, property boundaries, fences/gates, wetland/riparian, land management classification zones, recreation sites and locations of any existing conditions of interest

- 3.0 Proposed Land Management Guidelines
 - 3.1 Fence/Gate Plan (*description and map of existing and new fences/gates*)
 - 3.2 Ag leases (*if any*)
 - 3.2.1 Proposed Water Sources
 - 3.2.2 Determination of proposed grazing utilization and stocking rate
 - 3.2.3 Determination of specific lease language regarding practices/exclusions
 - 3.3 Noxious weed control
 - 3.3.1 Determination of species needing control
 - 3.3.2 Determination of appropriate control measures
 - 3.3.3 Schedule of treatment
 - 3.4 Additional proposed measures, if any
 - 3.4.1 Reclamation of disturbed sites (*e.g., former dispersed camp site*)
 - 3.4.1.1 Plant species
 - 3.4.1.2 Planting Methods
 - 3.4.1.3 Signage and Public Access
 - 3.4.2 Assessment of potential opportunities for additional ECC or other-sponsored reclamation measures

4.0 Monitoring

4.1 Methods

4.2 Schedule

5.0 Implementation Schedule