

Determination of NEPA Adequacy (DNA)
U.S. Department of the Interior
Bureau of Land Management

OFFICE: Hassayampa Field Office (HFO)

NEPA/TRACKING NUMBER: DOI-BLM-AZ-P010-2014-0048-DNA

CASEFILE/PROJECT NUMBER: AZA-36603, AZA-36695

PROPOSED ACTION TITLE/TYPE: Mineral Materials Sale

**LOCATION/LEGAL DESCRIPTION: T. 7 N., R. 2 E., Sec. 5, NW¼NE¼ (part),
NE¼NW¼ (part)**

APPLICANT (if any): Arizona Natural Gold Excavation & Reclamation, Inc.

A. Description of the Proposed Action and any applicable mitigation measures
Proposal is to sell 50,000 tons of “greenschist” (AZA-36695) and 5,000 tons of “jasper” (AZA-36603) from existing stockpiles at the site of Arizona Natural Gold’s previous and now expired mineral materials sale contract AZA-32842. Material to be sold and removed has been previously mined and is now in existing stockpiles at the site. No new surface disturbance is authorized under this sale and all special stipulations (attached) applied to the previous contract will be applied to AZA-36603 and AZA-36695.

B. Land Use Plan Conformance

Land Use Plan (LUP) Name: Bradshaw-Harquahala Record of Decision and Approved Resource Management Plan

Date Approved/Amended: April 2010

The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s):

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions):

MI-2. Except for legislatively withdrawn areas and other withdrawn and segregated areas, open all public lands within the planning area to mineral material disposal, on a case-by-case basis.

C. Identify applicable National Environmental Policy Act (NEPA) documents and other related documents that cover the proposed action.

D. NEPA Adequacy Criteria

- 1. Is the proposed action a feature of, or essentially similar to, an alternative analyzed in the existing NEPA document(s)? Is the project within the same analysis area, or if the project location is different, are the geographic and resource conditions sufficiently similar to those analyzed in the exiting NEPA document(s)? If there are differences, can you explain why they are not substantial?**

Yes; action occurs within previous analysis area.

- 2. Is the range of alternatives analyzed in the existing NEPA document(s) appropriate with respect to the new proposed action, given current environmental concerns, interests, and resource values?**

Yes.

- 3. Is the existing analysis valid in light of new information or circumstances (such as, rangeland health standard assessment, recent endangered species listings, and updated lists of BLM-sensitive species)? Can you reasonably conclude that new information and new circumstances would not substantially change the analysis of the new proposed action?**

Yes; no new disturbance.

- 4. Are the direct, indirect, and cumulative effects that would result from implementation of the new proposed action similar (both quantitatively and qualitatively) to those analyzed in the existing NEPA document?**

Yes.

- 5. Are the public involvement and interagency review associated with existing NEPA documents(s) adequate for the current proposed action?**

Yes.

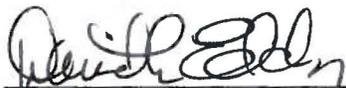
E. Persons/Agencies/BLM Staff Consulted

Name	Title	Resource/Agency Represented
Codey Carter	Wildlife Biologist	T&E Species
Chris McLaughlin	Archaeologist	Archaeology

Note: Refer to the EA/EIS for a complete list of the team members participating in the preparation of the original environmental analysis or planning documents

CONCLUSION:

Based on the review documented above, I conclude that this proposal conforms to the applicable land use plan and that the NEPA documentation fully covers the proposed action and constitute BLM's compliance with the requirements of NEPA.



David L. Eddy, Geologist



Gloria A. Tibbetts, P&EC *Thomas V. Bickauskas, Act P+EC*



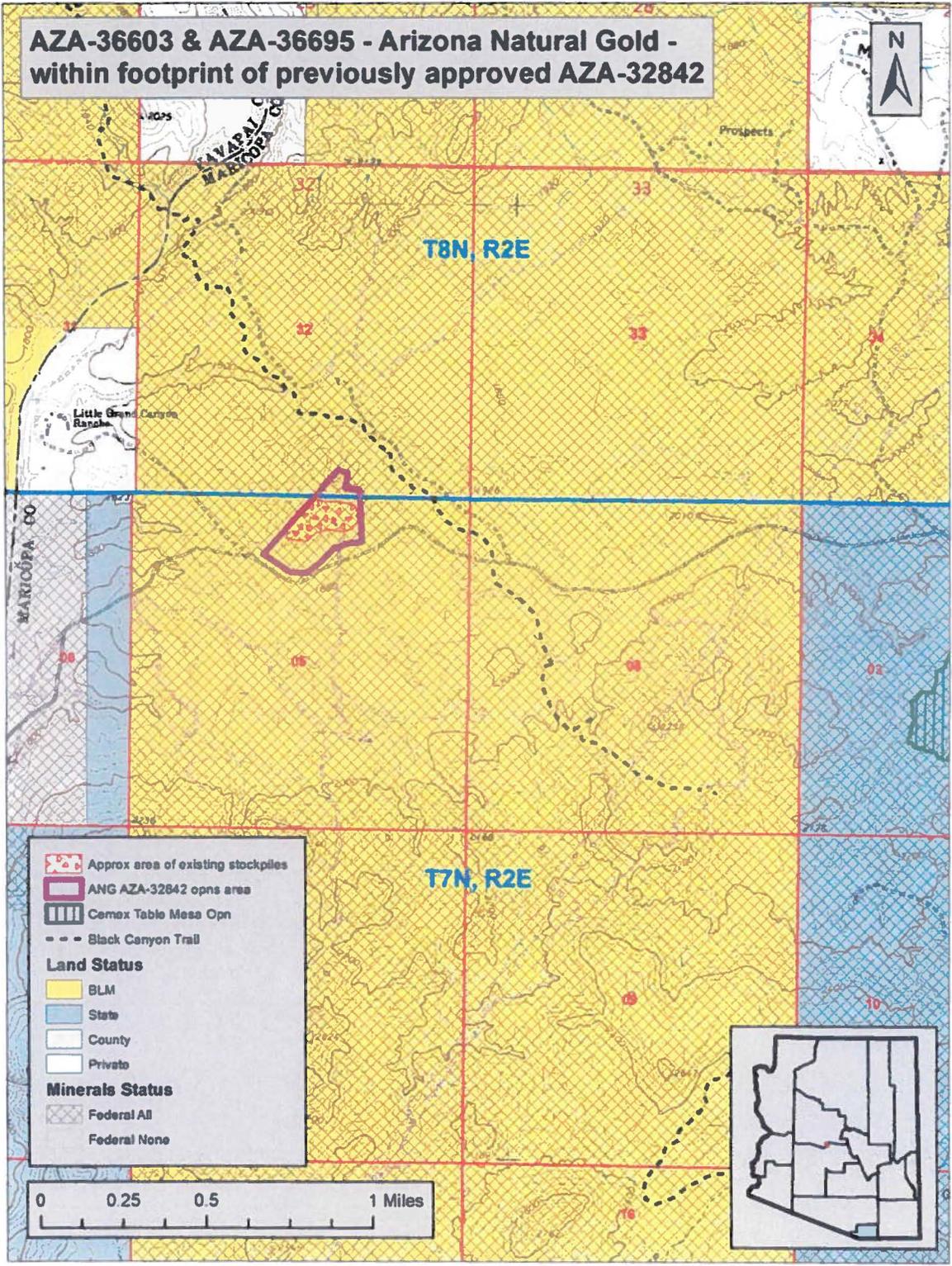
D. Remington Hawes, Field Manager



Date

Note: The signed Conclusion on this Worksheet is part of an interim step in the BLM's internal decision process and does not constitute an appealable decision. However, the lease, permit, or other authorization based on this DNA is subject to protest or appeal under 43 CFR Part 4 and the program-specific regulations.

**AZA-36603 & AZA-36695 - Arizona Natural Gold -
within footprint of previously approved AZA-32842**



Special Stipulations, Contracts AZA-36603 & AZA-36695

1. Contracts AZA-36603 and AZA-36695 are for the sale of material already mined and currently residing in existing stockpiles. No additional or new surface disturbance is authorized under these contracts.
2. Unless otherwise provided by this contract, the Purchaser shall have the right to remove the materials, up to the contracted for quantity, until the termination of the contract, notwithstanding any subsequent appropriations or disposition under the general land laws, including the mining and mineral leasing laws.
3. Purchaser shall take fire precautions and conservation measures and shall dispose of slash or other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.
4. BLM's authorization does not imply that Federal approval has been granted to the purchaser or their customers the right to transport trucks and rock products across any City, County, State, private or other Federal property or roads. Buyer or their customers shall be held liable for any damages to such property.
5. Purchaser shall sever, extract, or remove mineral materials from the subject lands only in accordance with the mining plan. The purchaser will obtain and keep current and in good standing all required State, City, County, and Federal agency permits and will abide by stipulations as set forth in said permits. Purchaser will comply with all applicable Federal, state and county pollution standards and permits.
6. BLM's approval of the purchaser's proposed Plan and authorization of a sales contract shall not be construed to effect a preemption of Arizona State laws and regulations or to imply that BLM has granted any approvals normally under the purview or regulatory authority of City, County or other Federal agencies.
7. Any previously unknown cultural and/or Paleontological resource (prehistoric or historic site or object) discovered by the holder, or any person working on his behalf, on the subject lands shall be reported immediately to the Bureau of Land Management's authorized officer. It is unlawful to disturb, deface, or remove these cultural and paleontological resources unless authorized by the Bureau of Land Management under a cultural resources use permit. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made by the authorized officer to determine appropriate actions to prevent the loss of significant cultural or scientific values
8. Access to the material site area shall be provided to BLM in order to conduct routine inspections of the extraction and removal of minerals, for the review of production records and sales data, or for the purpose of inspection or inventory of other resource values. Inspections may be unscheduled and will generally be conducted during normal working hours. When entering the project area BLM employees will first make their presence known to appropriate company personnel and then proceed to inspect the area in accordance with proper health and safety standards and requirements. Such inspections are not normally expected to stop or impede normal mining and processing functions by the company.

9. The monthly production and royalty is due BLM at this office as outlined in Sec. 3(b) of the contract and shall be reported as follows:
 - A list shall be provided to BLM showing all sales of materials mined and transported. Listing shall include the date, the customer/buyer name, the invoice number, product description, product weight in tons, per ton price charged, and if price was wholesale or retail.
 - If no sales occur during a particular month that should also be indicated by submitting a statement that there were no sales across the scales that month.
10. Purchaser shall defend, and hold harmless the United States and/or its agencies and representatives against and from any and all demands, claims, and liabilities of every nature whatsoever, including, but not necessarily limited to, damage to property and injuries or death of persons arising from any activity connected with the purchaser's use or occupancy of the lands described in this contract, or with the activity authorized under this contract.
11. The area will be reclaimed in accordance with reclamation guidelines as found in the purchaser's Mining and Reclamation Plan, Metropolitan Phoenix Mineral Materials Program Guidelines, 1995, and H-3041-1, the Solid Mineral Reclamation Handbook.
12. Solid waste will be disposed of in accordance with applicable local law. The purchaser shall promptly remove and dispose of all waste caused by its activities as directed by the authorized officer. The term "waste" as used herein means all discarded matter, but not limited to human waste, trash, garbage, refuse, petroleum products, ashes and equipment. Wastes shall be disposed of in a sanitary landfill unless otherwise approved by the authorized officer. No burial of wastes on site is allowed. The area shall be maintained at all times in a condition that is not hazardous to humans or livestock.
13. If blasting becomes necessary, Purchaser will ensure that all required permits are obtained, with copies provided to the BLM, and that all applicable laws and regulations are followed to ensure public safety.
14. Operations shall be limited to the areas as described in the approved Plan of Operations.
15. Prior to removal of protected plants, the purchaser must have prior approval and the necessary authorizations issued by the State of Arizona. The Purchaser must notify the Arizona Department of Agriculture and Horticulture 30 days before the beginning surface disturbance for possible salvage of Arizona protected plants.
16. The purchaser shall implement plans and procedures to reduce the potential effects of spills or accidents which might include site security and safety measures, fire protection procedures, emergency response and notification procedures, best management practices for materials, transportation, handling and storage, contingency planning for accidental discharges and spill prevention control countermeasure planning. In the event of an accidental discharge or spill, the on-site emergency coordinator will direct the immediate cleanup. A list of emergency phone numbers will be on-site and readily accessible. Good housekeeping rules will be followed to keep chemicals and waste

material from entering any drainage areas. This may include providing sediment ponds, implementing proper disposal of oil and grease and use of lined pits for chemical storage. Care will be taken to ensure that no oil, grease, used filters or antifreeze can contaminate the soil. All used items will be properly stored and disposed of.

17. In the event that invasive or nonnative plant species are found in the area of operations, the purchaser will undertake necessary measures to eliminate the species. If invasive, nonnative weeds are detected in the area of operations, the Purchaser shall implement weed control, prevention, and treatment factors to remove the seed source and limit seed transport. Suitable weed treatment and prevention techniques will be established by the BLM.
18. If a live desert tortoise is encountered, operators must remove the tortoise from any danger and immediately contact the Arizona Department of Game and Fish so that they may determine if they need to recover the animal.
19. Any mineral materials contract will be subject to prior valid existing rights, i.e. Rights-of-Way and / or Special Recreational permits. Purchaser shall not interfere with existing authorized uses, unless and until Purchaser has obtained permission from current permit and / or Right-of-Way holders and the BLM. Written authorization must be provided to the BLM from the holders of the existing Rights-of-Way outlining the nature and extent of allowable activities within the extent of the Rights-of-Way.
20. As portions of the subject lands have in the past been used as a staging area for special recreational activities permitted by PFO, the applicant should make an effort, to the extent safely practicable, to accommodate those activities on those portions of the lands not needed for mining or attendant facilities.