

**DOI-BLM-NV-S010-2013-0051-CX - Communication Use  
Renewal for Southwestco Wireless LP, dba Verizon Wireless  
located at the Beacon Hill Communication Site.**

**Background**

The Beacon Hill Communication Site is located on the Indian Springs Auxiliary Airfield also known as Indian Springs Field. It was rapidly constructed in Nevada the month after the Pearl Harbor attack. Indian Springs was immediately entered into service as a training camp for Army Air Force B-25 air-to-air gunnery training, and as a divert field for Las Vegas Army Airfield. In 1947 Las Vegas AAF inactivated, and so did Indian Springs. One year later, Indian Springs was reactivated as Indian Springs Air Force Base, with a new role as a new weapons systems and aircraft research and testing. Among these missions were support for nuclear arms testing at the Nevada Proving Grounds, high altitude balloon search and retrieval, new gunnery and rocketry systems, and testing of experimental aircraft. For a period of the 1950s and 1960s Indian Springs housed some of the most advanced aircraft and air weapons systems in the world. In the 1960s Indian Springs was transferred to Tactical Air Wing and re-designated as Indian Springs Air Force Auxiliary Field. Indian Springs mission was focused on monitoring of Nellis range, and became the remote training site of the USAF Thunderbirds elite air demonstration squadron. The 1982 "Diamond Crash" caused the deaths of four Thunderbird pilots and hastened their transition from the T-38A Talon to the F-16C Fighting Falcon. Indian Springs was renamed Creech Air Force Base (AFB) in 2005, in honor of General Wilbur L. "Bill" Creech, former commander of Tactical Air Command. Also in the 2000s Creech AFB began to host the 432d Wing and 432d Air Expeditionary Wing, operating unmanned flying drones, and returning Creech to its history as a base of advanced special aircraft development. The base also hosts the operations of the 556th Test and Evaluation Squadron and 99th Ground Combat Training Squadron, The National Desert Warfare Center and those of the Air Force Reserve's 78th Reconnaissance Squadron, 91st RS, and Nevada Air National Guards 232nd Operations Squadron.

**BLM Office:**

NV - Las Vegas Field Office

LLNVS01000

**Lease/Serial/Case File No.:**

N-76534

**Proposed Action Title/Type:**

The proposed action is for the Bureau of Land Management to authorize a renewal of the right-of-way for Southwestco Wireless, LP dba Verizon Wireless with a Federal Land Policy Management Act of 1976 (FLPMA) communication use lease (lease) for their communication facility located at the Beacon Hill Communication Site. Since the original lease did not contain the access road, it will be added to the right-of-way to ensure access to the communication site as well as grant permission to maintain the access road to the communication site. (This is an administrative action only)

**Location of Proposed Action:**

N-76534 is located in Indian Springs, Nevada at the Beacon Hill Communication Site:  
Mount Diablo Meridian, Nevada  
T. 16 S., R. 56 E.,  
sec. 2, W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NNW $\frac{1}{4}$ .

**Description of Proposed Action:**

The proposed action is to authorize Southwestco Wireless, LP dba Verizon Wireless to renew their authorization for a communication facility at the Beacon Hill Communication Site with a Federal Land Policy Management Act of 1976 (FLPMA) (as amended) communication use lease.

**Land Use Plan Conformance**

Yes

**Land Use Plan Name:**

NV - Las Vegas Resource Management Plan and Environmental Impact Statement (RMP).

**Date Approved/Amended:**

RMP dated October 1998.

**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) :**

RW-1: Meet public demand and reduce impacts to sensitive resources by providing an orderly system of development for transportation, including legal access to private inholdings, communications, flood control, major utility transmission lines, and related facilities.

RW-2: Maximize the use of existing communication sites and prevent the proliferation of scattered single user sites.

**Compliance with NEPA:**

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 2, Appendix 1, or 516 DM 11.9, paragraph E.(9).

Renewals and assignments of leases, permits, or other rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed, and none of the extraordinary circumstances described in 516 DM 2 apply.

I considered:

The existing communication site, and their continued use, and find no potential for significant impacts.

**Approval and Contact Information**

**Authorizing Official:**

*Acting for*  
Philip Rhinehart 7/13/2015  
Vanessa L. Hieck Assistant Field Manager Date  
Division of Lands

**Contact Person**

Kerri-Anne Thorpe  
Las Vegas Field Office  
4701 N. Torrey Pines Drive  
Las Vegas, NV 89130  
702-515-5000 or email: kthorpe@blm.gov

**Exhibit A – N-76534  
Legal Description**

Mount Diablo Meridian, Nevada,

T. 15 S., R. 56 E.,  
sec. 35, SW $\frac{1}{4}$ .

T. 16 S., R. 56 E.,  
sec. 1, S $\frac{1}{2}$ ;  
sec. 2, all.

T. 16 S., R. 57 E.,  
sec. 3, SW $\frac{1}{4}$ ;  
sec. 4, S $\frac{1}{2}$ ;  
sec. 5, S $\frac{1}{2}$ ;  
sec. 6, S $\frac{1}{2}$ ;  
sec. 10, all;  
sec. 15, NW $\frac{1}{4}$ ;  
sec. 16, E $\frac{1}{2}$ ;  
sec. 21, all;  
sec. 28, NW $\frac{1}{4}$ ;  
sec. 29, NE $\frac{1}{4}$ .

The areas described containing approximately 15.507 acres

1.0 **Special Stipulations**

- 1.1. The Holder shall notify the Bureau of Land Management (BLM), Wildlife Biologist staff, at 702-515-5000 of their construction schedule at least 10 days before initiation of the project. Failure to abide by the terms and conditions of the grant and Biological Opinion, could result in temporary suspension of all activities within your right-of-way area per 43 CFR 2807.16 and 43 CFR 2807.17.
- 1.2. Should a tortoise be killed, injured, handled, or penned, you will need to have an Authorized Desert Tortoise Biologist complete Appendix E (see attached Terms and Conditions for Biological Opinion). Please forward Appendix E to the BLM, Attn: Wildlife Biologist, 4701 N. Torrey Pines Drive, Las Vegas, Nevada 89130. Failure to abide by the terms and conditions of the grant and Biological Opinion, could result in temporary suspension of all activities within your ROW area per 43 CFR 2807.16 and 43 CFR 2807.17.
- 1.3. The Holder must complete and return Appendix G (see attached Terms and Conditions for Biological Opinion) herein annually and/or upon completion of construction of the project. Please forward Appendix G to the BLM, Attn: Wildlife Biologist, 4701 N. Torrey Pines Drive, Las Vegas, Nevada 89130. Failure to abide by the terms and conditions of the grant and Biological Opinion, could result in temporary suspension of all activities within your ROW area per 43 CFR 2807.16 and 43 CFR 2807.17.
- 1.4. The Holder must abide by monitoring, maintenance, and reporting requirements per the Biological Opinion. Failure to abide by the terms and conditions of the grant and Biological Opinion, could result in temporary suspension of all activities within your ROW area per 43 CFR 2807.16 and 43 CFR 2807.17.
- 1.5. Access to the NTTTR is restricted and personnel will be required to submit personal information on an approved format for badges a minimum of 15 days prior to access date. All personnel accessing the range must be a U.S. citizen or have been naturalized. Personnel will be required to attend a range safety/EOD briefing prior to entering the range. The NTTTR Security Office phone number is 702-653-4606.
- 1.6. Access to Beacon Hill will be coordinated with the NTTTR/RSC a minimum of 15 days prior to access date. Emergency requests will be submitted as necessary but access to the NTTTR can be restricted due to on-going military activities. Points of Contact within the NTTTR/RSC for access requests, are Mr. Donn Newhouse, 702-653-4720 or Mr. Thomas Edgar, 702-653-4918.
  - Uncleared personnel will require escort to and from the site.
  - Cleared personnel will ensure range access does not interfere with on-going military activities and will check out a radio and laser eye protection from the Point Bravo Security office. Cleared personnel will contact Blackjack for permission to cross Range 63B to Box Canyon.

- 1.7. All electronic and optical equipment require special permission for use on the NTTR. Submit electronic/optical equipment requirements to the NTTR Security Office for approval. All photos must be screened by the NTTR Security office before photos are approved for release.
  - 1.8. The lessee may only install a transmission tower, which will extend no higher than 10 feet above the highest elevation point on Beacon Hill, with two transmit antennas and six received antennas. One and on-quarter (1 ¼) heliarc coax will be run from each antenna. The transmission tower will be placed on the lower peak of the existing Beacon Hill Communication site. The lessee may also install a 12' X 24' pre-fabricated equipment shelter at the site. The equipment shelter must meet all BLM standards in appearance and condition.
    - All equipment and material that is damaged, broken, or no longer required will be removed from the site within 120 days.
  - 1.9. All modifications or alterations to the site, tower, or electronic equipment will be reviewed and approved by the NTTR/RSC to ensure operation will not interfere with military activities.
  - 1.10. The licensee acknowledges during certain range operations, government electronic activity (jamming) could interfere with the licensee's ability to communicate with this site. The licensee will reduce power or cease operations as necessary to allow government operations to continue if interference is shown to be from their transmitter.
  - 1.11. The Government reserves the right to attach fixtures, and erect structures or signs, in or upon the premises of the Government.
  - 1.12. The Government reserves the right to consider requests from other entities for leasing space at this location.
  - 1.13. A placard will be attached to the outside of the equipment that is readily visible and identifies ownership of the equipment, a point of contact, address, and telephone number.
- 2.0 General Stipulations**
- 2.1. The Lease is issued subject to all valid existing rights.
  - 2.2. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
  - 2.3. The Lease shall be maintained in a sanitary condition at all times. Waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste", as used in this paragraph, shall mean all discarded matter of any kind.
  - 2.4. Lessee shall mark the exterior boundaries of the Lease with stake and/or lath at 100 to 200 foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths will be painted and the laths flagged

in a distinctive color as determined by the Lessee. Lessee shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.

2.5. Lessee shall conduct all activities associated with construction, operation, maintenance and termination of this Lease within its authorized limits.

2.6. Lessee shall maintain the Lease in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, soil stabilization.

2.7. Lessee shall maintain copy of the authorization along with stipulations on construction site at all times. In the event that the public land underlying the Lease encompassed in this Lease (N-76534), or a portion thereof, is conveyed out of Federal ownership and administration of the Lease or the land underlying the Lease is not being reserved to the United States in the patent/deed and/or the Lease is not within a right-of-way corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the Lease, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part [2800][2880], including any rights to have the Lessee apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/grantee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the Lease, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the Lease shall be considered a civil matter between the patentee/grantee and Lessee.

2.8. Pursuant to 43 CFR 2807.17(a) and 43 CFR 2807.17 (3)(c), BLM may suspend or terminate your grant if you do not comply with applicable laws and regulations or any terms, conditions, or stipulations of the grant (such as rent payments), or if you abandon the right-of-way. Failure to use your right-of-way for its authorized purpose for any continuous 5-year period creates a presumption of abandonment.

2.9. Within 90 days of construction completion, the Lessee shall provide the Authorized Officer with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the Lease:

Acceptable data formats are:  
Corrected Global Positioning System files with sub-meter accuracy or better, in UTM  
NAD 83; Zone 11;  
ARCGIS export files on a CD ROM, shapefile, geodatabase.

Data may be submitted in any of the following formats:  
ARCGIS interchange, shapefile or geodatabase format.  
CD ROM in compressed or uncompressed format.

All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (702) 515-5000.

### 3.0 Fuels/Fire Management

- 3.1. Due diligence is required for maintaining a wildfire defensive space of low to zero vegetation and fuels where wildfire can threaten assets or infrastructure. Normal conformance with seasonal fire restrictions is adequate. Restrictions can be in effect anytime between May 1<sup>st</sup> and October 15<sup>th</sup>. Ensure wildland fire engines have road access.

### 4.0 Air Quality

- 4.1. The Lessee shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable federal, state, or local laws or regulations. The Lessee shall be responsible for dust abatement within the limits of the Lease and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Lessee shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the Lease.

Notwithstanding whether a violation of any air quality permit, law or regulation results, the Lessee will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Lessee.

Prior to relinquishment, abandonment, or termination of this Lease, the Lessee shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

- 4.2. During excavation, backfilling, and contouring, the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.

- 4.3. Ensure dust control permit is obtained from DAQ for all soil disturbing activities of 0.25 acres or greater, in the aggregate and all permit stipulations are in compliance for the duration of the project(s).

### 5.0 Cultural

- 5.1. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Lessee, or any person working on his behalf on public or Federal lands shall be immediately reported to the Authorized Officer. Lessee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Lessee will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Lessee. Lessee shall be responsible for the resultant mitigation costs.

### 6.0 Hazardous Material/Pesticides/Liability

- 6.1. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42

U.S.C. 9601, *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the Lease area at any time by the Lessee. The Lessee shall immediately report any release of hazardous substances (leaks, spills, etc.) caused by the Lessee or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.

6.2. The Lessee shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the Lease potentially affecting the Lease of which the Lessee is aware.

6.3. As required by law, Lessee shall have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the right-of-way.

6.4. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Lessee shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer.

The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this Lease.

6.5. The Lessee shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Lessee agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the Lease), the United States against any liability arising from the Lessee's use or occupancy of the right-of way, regardless of whether the Lessee has actually developed or caused development to occur on the Lease, from the time of the issuance of this Lease to the Lessee, and during the term of this Lease. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Lessee, its agents, contractors, or third parties. If the liability is caused by third parties, the Lessee will pursue legal remedies against such third parties as if the Lessee were the fee owner of the Lease.

Notwithstanding any limits to the Lessee's ability to indemnify and hold harmless the United States which may exist under state law, the Lessee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Lessee's use or occupancy of the right-of way regardless of whether the Lessee has actually developed or caused development to occur on the Lease from the time of the issuance of this Lease to the Lessee and during the term of this Lease.

## 7.0 Mineral Material

- 7.1. Mineral material generated, and not needed for the development of the proposed action within the lease site, requires a specific BLM use authorization in accordance with regulations at 43 CFR 3600 prior to the removal of in place excess mineral material. All mineral material needs to be used on site within the Lease or stockpiled on site for sale by the BLM.

## 8.0 Survey Monuments

- 8.1. Lessee shall protect all survey monuments found within the authorization area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any of the above are to be disturbed during operations, the Lessee shall secure the services of a Professional Land Surveyor or Bureau cadastral surveyor to perpetuate the disturbed monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States and Nevada Revised Statutes, Chapter 329, Perpetuation of Corners. The Lessee shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monuments, the Lessee shall be responsible for the survey cost.

## 9.0 Vegetation/Noxious Weeds/Land surface Treatment/Soil/Water/Riparian

- 9.1. There are no conflicts with any T/E plant species. This project occurs within the designated "low" density zone for cactus and yucca and has been previously disturbed. All cactus and yucca that might be impacted by this action must be disposed of in an off-site trash receptacle.
- 9.2. The Lessee shall be responsible for weed control on disturbed areas within the limits of the Lease. The Lessee is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the Lease stipulations.

This action will occur within a previously developed/urban setting in the Las Vegas Valley. The potential for noxious weeds to transfer from the proposed project area to BLM managed multiple use lands elsewhere is negligible; therefore, noxious weeds are not considered to be an issue for the proposed project.
- 9.3. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.
- 9.4. Land surface treatment for areas previously undisturbed: Strip the top three to six inches of soil material with associated plant material over all surfaces to be disturbed by construction. Stockpile this material along the course of construction will be salvaged and transplanted out of harm's way but still within the right of way. At the conclusion, including trench

backfilling and compaction, replace the stockpiled soil with plant debris uniformly back on the surface of the disturbed area.

- 9.5. Soil/Water/Riparian: If work is to occur in Ephemeral channels, need to consult with Army Corp of Engineers (ACOE) and Nevada Department of Environmental Protection (NDEP). If drilling boreholes, Lessee needs to follow Nevada Administrative Code (NAC) protocols for drilling.

#### 10.0 Migratory Birds

- 10.1. To prevent undue harm, habitat-altering projects or portions of projects should be scheduled outside bird breeding season. In upland desert habitats and ephemeral washes containing upland species, the season generally occurs between March 15th - July 30th.

If a project that may alter any breeding habitat has to occur during the breeding season, then a qualified biologist must survey the area for nests prior to commencement of construction activities. This shall include burrowing and ground nesting species in addition to those nesting in vegetation. If any active nests (containing eggs or young) are found, an appropriately-sized buffer area must be avoided until the young birds fledge.

#### 11.0 Threatened and Endangered Wildlife and Plant Species Stipulations

- 11.1. The holder will comply with the terms and conditions of the Biological Opinion File No. 84320-2010-F-0365 for this project on file at the Bureau of Land Management, Las Vegas Field Office, and as shown beginning on page 11:

- 11.2. Any maintenance activity utilizing a grader or any other heavy equipment on the access road will require a desert tortoise monitor to escort and clear in front of the equipment if carried out March through November when desert tortoise are most active per Terms and Conditions provided. This project will also require a tortoise monitor, FCR or other approved by the BLM to present an education program (see Term and Condition 1.e.) to all workers accessing the site.

#### Communications Use Lease Stipulations

#### 1.0. General Conditions

- 1.1 The Lessee shall construct, install, operate, and maintain their equipment in accordance with the Motorola R56 Standards (Release 68P81089E50-B, 9/1/2005, or later applicable version) and/or other applicable recognized industry standards, as determined by the BLM Authorized Officer.
- 1.2 This Lease is for the construction and utilization of the structures and facilities described on the face of the Lease under "Nature of Interest". Any additional construction will need to be approved by the Authorized Officer. Any additional uses will need to be reported in the Use Inventory Worksheets that are to be submitted by October 15 of every year.
- 1.3. The Lease herein granted is conditioned upon an approved license and/or renewal granted by the appropriate agency (FCC or IRAC).

- 1.4. Lessee will not transmit from the site until the proper license is received. If the license is not granted, any improvements will be removed and the site rehabilitated to the satisfaction of the Authorized Officer. BLM may, at the request of Lessee, and at the discretion of BLM, accept title to improvements made by Lessee in lieu of removal and rehabilitation.
- 1.5. The facility owner/manager is responsible for ensuring that all subsequent users of this communication site adhere to the terms and conditions of this authorization and meet the requirements set forth in these stipulations. Failure on the part of the facility owner/manager to do so may jeopardize this authorization.
- 1.6. Lessee accepts this Lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a communications facility.
  - a. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer, if applicable. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.
  - b. Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this Lease. The obligations of Lessee under this Lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this Lease. Lessee waives all defenses of laches or estoppel against the United States. Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.
  - c. Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that Lessee's use interferes with existing equipment, Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

**2.0. Site Development (New Buildings and Towers)**

**2 A. Undeveloped Sites**

2.A.1. Buildings or equipment enclosures constructed on previously undeveloped sites shall be required to have a minimum of 120 square feet of floor space, and a minimum tower (or pole) height of 50 feet. The facilities owner shall be required to Lease space to new applicants at reasonable rates, and new applicants shall be required to Lease from the owner at reasonable rates until the facility is either full, or a minimum of 4 transmitters are in place.

2.A.2. Use of a combiner may be required by Lessee at his/her discretion, where 2 or more radios in the same band are in the facility.

2.A.3. Exception may be made to the first paragraph for facilities where law enforcement, and/or emergency communications radio systems are involved. No exception will be made if the owner is willing to secure an area for the use of such radios. Exception may also be made for applicants whose initial application exceeds the remaining capacity of the existing facilities.

2.A.4. In the event applicants cannot agree on Lease rates, the owner and the applicant may jointly hire an appraiser and agree to abide by the appraisers decision. In the event the owner and the applicant cannot agree on an appraiser, they may each hire an appraiser and agree to the median appraised rate as the Lease rate. If no agreement is reached at this point, BLM may decide the Lease rate, and bill the owner and the applicant each for 50% of the cost of establishing the Lease rate.

2.A.5. Governmental agencies shall be required to build facilities in accordance with these requirements, but may not be required to Lease space if specifically prohibited by law.

**2 B. Developed Sites**

2.B.1. Sites with one or more existing communications facilities are considered developed sites.

2.B.2. Developed sites shall have no new construction where leaseable space exists and where the current Lessee is willing to Lease space at reasonable rates, or is required to Lease at reasonable rates by stipulation in his/her Lease.

2.B.3. New construction in developed sites shall be subject to all the requirements of 2A above with the following changes: Minimum floor space shall be 160 square feet, minimum tower (or pole) height shall be 80 feet, and the last paragraph of 2 A. above shall be read as "The facilities owner shall be required to Lease space to new applicants at reasonable rates, and new applicants shall be required to Lease from the owner at reasonable rates until the facility is either full, or a minimum of 6 transmitters are in place".

**2 C. High Power Sites: (1,001 watts ERP and above)**

- 2.C.1. Parts one through five of "Technical specifications" (referring to band pass cavities and isolators) does not apply in those applications where the equipment is not commercially manufactured.
- 2.C.2. Floor space requirements shall remain the same as 2A and 2B above, but radio numbers shall be reduced to 2 per 120 square feet, and 3 per 160 square feet.
- 2.C.3. Tower heights are changed to a minimum of 160 feet, and towers must be designed and constructed to be capable of adding an additional 80 feet (for a minimum total height capability of 240 feet).
- 2.C.4. High power users (1,000+ watts ERP) may add low power users (less than 1,000 watts) below the required height for the high power antenna. Low power users in the high power facility shall not have recourse against the high power user for interference problems from the high power user, except that recourse which may be available through the appropriate regulatory agency for improper and illegal operation of the high power station.
- 2.C.5. High power stations (5,000 watts ERP and below) may not be constructed within ¼ airline mile of low power stations without obtaining the written approval of all low power users within a 1-mile radius of the proposed construction site. High power stations (5,001 watts ERP) and above may not be constructed within ½ airline mile of low power users without obtaining the written approval of all low power users within a 1 mile radius of the proposed construction site.

**3.0. Technical Specifications**

3.1. Transmitters shall have a band pass cavity that will provide:

30	-	50 Mhz:	20 db attenuation at 500 Khz (BP filter acceptable at these frequencies)
70	-	88 Mhz:	10 db attenuation at 1 Mhz
130	-	180 Mhz:	10 db attenuation at 350 Khz
400	-	520 Mhz:	5 db attenuation at 1 Khz
806	-	1296 Mhz:	5 db attenuation at 1 Mhz

- 3.2. Transmitters operating in the range of 130 to 1,296 Mhz shall also have a ferrite isolator with a minimum of 25 db rejection in the reverse direction. The isolator shall be installed between the transmitter and the cavity.
- 3.3. A band pass cavity in accordance with paragraph one above shall be placed in the feedline to receivers.
- 3.4. Notch type duplexers shall be preceded by the band pass cavity.
- 3.5. A low pass filter or a band pass cavity shall be between the isolator and the antenna feed line.

- 3.6. Jacketed Heliax type transmission is required external to buildings. Unjacketed transmission line of any type is prohibited external to closed metal cabinets.
- 3.7. To secure transmission line to towers, nylon tie wraps, insulated wire, or tape is recommended. Uninsulated metal ties of any kind shall not be used.
- 3.8. BLM reserves the right to require Lessee to take such measures to eliminate interference to another user as may be necessary. This may include installation of additional cavities, isolators, and other equipment as needed between the interfering transmitter and associated antenna, and all other measures which may be required. The operation of this equipment shall not interfere with any prior radio or electronic apparatus user of this site within two airline miles of said site. Lessee shall at his own expense take all action necessary to prevent or eliminate such interference. If Lessee does not eliminate the interference within ten days after receipt of notice from BLM, this Lease may be terminated forthwith. Lessee shall cease operations under this permit temporarily if he interferes with BLM radio or electronic operation in an emergency situation.
- 3.9. All radio-electronic type transmitting and receiving equipment shall be mounted in enclosed metal cabinets or standard racks with effective RF protective metal shielding covering the basic units including all receivers, transmitters, and power supplies.
- 3.10. Bureau personnel or other governmental agencies will be granted access into the building upon request to inspect the building and facilities for cleanliness, safety features, general appearance and compliance with the terms of the grant. Lessees must be prepared for compliance check within 24 hours notice when interference problems are present, and within 5 working days for other compliance checks. Lessees shall have at least one person in attendance during compliance checks.
- 3.11. Sites with Lookouts: Any new antenna, tower or structure shall be located and constructed to minimize impact on the Lookout's ability to see and report fires. Debilitative obstruction is not permissible.
- 3.12. No concentrated beam of energy shall be allowed to pass through a Lookout building or other commonly occupied building, nor shall it pass through another user's electronics facility or antenna system. Structures and antenna shall not be constructed or placed in such a manner as will block an existing concentrated beam of energy.
- 3.13. Buildings for which the Lease is being issued or renewed shall be plainly identified in letters one inch or higher, on or near the door, on the outside, with the case file (Lease) number assigned to this Lease.
- 3.14. Antennas shall maintain the following minimum clearances from ground level:

<u>Effective Radiated Power</u>	<u>Clearance</u>
.1 to 100 watts	10 feet
101 to 500 watts	15 feet
501 to 1,000 watts	20 feet
1,001 to 5,000 watts	60 feet
5,001 to 25,000 watts	80 feet
25,001 to 100,000 watts	100 feet

These requirements have been made as a result of previous problems, and the continued growth of the communications industry in Nevada. They are intended to benefit all radio users by protecting existing users, minimizing interference problems, and making allowance for increased demand for radio sites and radio service.

Case Number: N-76534  
NEPA Project #: DOI-BLM-NV-S010-2013-0051-CX  
Sec. 7 Log #: NV-052-13-108

**TERMS AND CONDITIONS for ROWs: BO File No. 84320-2010-F-0365**

In order to be exempt from the prohibitions of section 9 of the Act, the Bureau must comply with the following terms and conditions and minimization measures, which implement the reasonable and prudent measures described above. These terms and conditions are non-discretionary.

**RPM 1:** **Applies towards lands and realty, ROWs, and mining actions and other activities that involve vehicle and equipment use, excavations, or blasting. BLM, and other jurisdictional Federal agencies as appropriate, shall implement or ensure implementation of measures to minimize injury or mortality of desert tortoises due to project construction, operation and maintenance; and most actions involving habitat disturbance.**

Terms and Conditions:

1. a. *Field Contact Representative*—BLM shall ensure a Field Contact Representative (FCR) (also called a Compliance Inspection Contractor) is generally designated for each contiguous stretch of construction activity for linear projects or isolated work areas for non-linear projects. The FCR will serve as an agent of BLM and the Service to ensure that all instances of non-compliance or incidental take are reported. BLM has discretion over approval of potential FCRs; however, those who also may be acting as authorized desert tortoise biologists, and must also be approved by the Service (see Term and Condition 1.c). All FCRs will report **directly** to BLM and the Service.

The FCR, authorized desert tortoise biologist, and monitors (see Term and Condition 1.c.) shall have a copy of all stipulations when work is being conducted on the site and will be responsible for overseeing compliance with terms and conditions of the ROW grant, including those for listed species. BLM shall ensure the FCR and authorized desert tortoise biologists have authority to halt any activity that is in violation of the stipulations. The FCR shall be on site year-round during all project activities.

Within 3 days of employment or assignment, the project proponent and BLM shall provide the Service with the names of the FCR.

1. b. *Authorized desert tortoise biologist*—not required to be onsite or on call for this project as there are no surveys required an no need for tortoise to be handled. The project will require a desert tortoise monitor per condition 1. d.

1. c. Authorized desert tortoise biologists, monitors, and the FCR (see Term and Condition 1. a.) shall be responsible for ensuring compliance with all conservation measures for the project. This responsibility includes: (1) enforcing the litter-control program; (2) ensuring that desert tortoise habitat disturbance is restricted to authorized areas; (3) ensuring that all equipment and materials are stored within the boundaries of the construction zone or within the boundaries of previously-disturbed areas or designated areas; (4) ensuring that all vehicles associated with construction activities remain within the proposed construction zones; (5) ensuring that no tortoises are underneath project vehicles and equipment prior to use or movement; (6) ensuring that all monitors (including the authorized desert tortoise biologist) have a copy of the required measures in their possession, have read them, and they are readily available to the monitor when on the project site.

Prior to final approval to begin work on the project, the desert tortoise monitor will have read the required measures (terms and conditions and other stipulations) and have a copy of the measures available at all times while on the project site. BLM shall provide the appropriate agency contact for the project to the Service and the Service will include the forms with approval letters. Biologists and monitors should be visibly identifiable on the project site, which may include use of a uniquely designated hardhat or safety vest color.

1. d. ***Desert tortoise monitor***—**required to be onsite to escort and clear in front of the equipment during use of grader or any other heavy equipment March through November when desert tortoise are most active. The speed/pace will be determined by the desert tortoise monitor and shall be slow enough to ensure adequate inspection. If a desert tortoise is observed in the road, all activities will cease until the desert tortoise has moved to a safe area on its own. An authorize desert tortoise biologist is not required to be onsite or on call for this project as there are no surveys required an no need for tortoise to be handled.**

Desert tortoise monitors assist an authorized desert tortoise biologist during surveys and serve as apprentices to acquire experience. Desert tortoise monitors ensure proper implementation of protective measures, and record and report desert tortoises and sign observations in accordance with Term and Condition 1.c. They will report incidents of noncompliance to the authorized desert tortoise biologist or FCR. No monitors shall be on the project site unless supervised by an authorized desert tortoise biologist or approved by the BLM.

If a desert tortoise is immediately in harm's way (e.g., certain to immediately be crushed by equipment), desert tortoise monitors may move the desert tortoise then place it in a designated safe area until an authorized desert tortoise biologist assumes care of the animal.

Desert tortoise monitors may not conduct field or clearance surveys or other specialized duties of an authorized desert tortoise biologist unless directly supervised by an authorized desert tortoise biologist or approved to do so by the Service; "directly

supervised” means an authorized desert tortoise biologist has direct sight and voice contact with the desert tortoise monitor (*i.e.*, within approximately 200 ft of each other).

Within 3 days of employment or assignment, the project proponent and BLM shall provide the Service with the names of desert tortoise monitors who would assist an authorized desert tortoise biologist.

- 1.e. *Desert tortoise education program*—A desert tortoise education program shall be presented to all personnel on site during construction activities by an agency or authorized desert tortoise biologist, monitor, FCR or other approved by the BLM. The Service, BLM, and appropriate state agencies shall approve the program. At a minimum, the program shall cover desert-specific Leave-No-Trace guidelines, the distribution of desert tortoises, general behavior and ecology of this species, sensitivity to human activities, threats including introduction of exotic plants and animals, legal protection (the definition of “take” will also be explained), penalties for violation of State and Federal laws, reporting requirements, and project measures in this biological opinion. All field workers shall be instructed that activities must be confined to locations within the approved areas and their obligation to walk around and check underneath and vehicles and equipment before moving them (or be cleared by an authorized desert tortoise biologist). Workers and project associates will be encouraged to carpool to and from the project sites. In addition, the program shall include fire prevention measures to be implemented by employees during project activities. The program shall instruct participants to report all observations of desert tortoise and their sign during construction activities to the FCR and authorized desert tortoise biologist.

- 1.f. *Vehicle travel*—See Minimization Measure 8.f. below for vehicle travel.

- 1.g. *Unauthorized access*—BLM shall ensure that unauthorized personnel, including the public and off-duty project personnel, do not travel on project-related temporary access roads, to the greatest extent practicable.

During the more-active season (generally March through October), and if temperatures are above 60 but below 95 °F for more than 7 consecutive days, project- and non-project-related activities on all access roads that intersect the ROW will be monitored and logged. During construction, the ROW will be fenced at public roads that intersect the ROW. Signs will say that access on the ROW is strictly prohibited except by authorized personnel and that violators will be prosecuted.

- 1.h. *Desert tortoise clearance*—not required for this project as there will be no new surface disturbance and all vehicles and equipment are restricted to existing disturbed areas and roads.

- 1.i. *Desert tortoise in harm's way*—Any project-related activity that may endanger a desert tortoise shall cease if a desert tortoise is found on the project site. Project activities may resume after an authorized desert tortoise biologist or desert tortoise monitor (see restrictions in Term and Condition 1.d) removes the desert tortoise from danger or after

the desert tortoise has moved to a safe area on its own.

During the more-active season and if temperatures are above 60 but below 95 °F for more than 7 consecutive days, at least 1 monitor shall be assigned to observe spoil piles prior to excavation and covering.

- 1.j. *Handling of desert tortoises*—Desert tortoises shall only be moved by an authorized desert tortoise biologist or desert tortoise monitor (see restrictions in Term and Condition 1.d.) solely for the purpose of moving the tortoises out of harm's way. During construction, operation, and maintenance, an authorized desert tortoise biologist shall pen, capture, handle, and relocate desert tortoises from harm's way as appropriate and in accordance with the most current Service-approved guidance. No tortoise shall be handled by more than one person. Each tortoise handled will be given a unique number, photographed, and the biologist will record all relevant data on the Desert Tortoise Handling and Take Report (Appendix E) to be provided to BLM in accordance with the project reporting requirements.

Desert tortoises that occur aboveground and need to be moved from harm's way shall be placed in the shade of a shrub, 150 to 1,640 ft from the point of encounter. In situations where desert tortoises must be moved more than 1,640 ft (500 m), translocation procedures may be required. Translocation would likely result in a level of effect to the desert tortoise that would require the appended procedures.

If desert tortoises need to be moved at a time of day when ambient temperatures could harm them (less than 40 ° F or greater than 95° F), they shall be held overnight in a clean cardboard box. These desert tortoises shall be kept in the care of an authorized biologist under appropriate controlled temperatures and released the following day when temperatures are favorable. All cardboard boxes shall be discarded after one use and never hold more than one tortoise. If any tortoise active nests are encountered, the Service must be contacted immediately, prior to removal of any tortoises or eggs from those burrows, to determine the most appropriate course of action.

Desert tortoises located in the project area sheltering in a burrow during the less-active season may be temporarily penned in accordance with Term and Condition 1.k. at the discretion of an authorized desert tortoise biologist. Desert tortoises should not be penned in areas of moderate to heavy public use, rather they should be moved from harm's way in accordance with the most current Service-approved guidance (currently Service 2009).

Desert tortoises shall be handled in accordance with the Desert Tortoise Field Manual (Service 2009). Equipment or materials that contact desert tortoises (including shirts and pants) shall be sterilized, disposed of, or changed before contacting another tortoise to prevent the spread of disease. All tortoises shall be handled using disposable surgical gloves and the gloves shall be disposed of after handling each tortoise. An authorized desert tortoise biologist shall document each tortoise handling by completing the Desert Tortoise Handling and Take Report (Appendix E).

- 1.k. *Penning*—Not required for this project.
- 1.l. *Temporary tortoise-proof fencing*—Not required for this project.
- 1.m. *Permanent tortoise-proof fencing*—Not required for this project.
- 1.n. *Wildlife escape ramps*—Not required for this project.
- 1.o. *Dust control*—Water applied to for dust control shall not be allowed to pool outside desert-tortoise fenced areas, as this can attract desert tortoises. Similarly, leaks on water trucks and water tanks will be repaired to prevent pooling water. An authorized desert tortoise biologist will be assigned to patrol each area being watered immediately after the water is applied and at approximate 60-minute intervals until the ground is no longer wet enough to attract tortoises if conditions favor tortoise activity.
- 1.p. *Blasting*—Not applicable for the proposed action.
- 1.q. *Power transmission projects*—Transmission line support structures and other facility structures shall be designed to discourage their use by raptors for perching or nesting (e.g., by use of anti-perching devices) in accordance with the most current Avian Power Line Interaction Committee guidelines (see terms and conditions 2.b and 2.c.).
- 1.r. *Timing of construction*—The BLM shall ensure that when possible, the project proponent schedules and conducts construction, operation, and maintenance activities within desert tortoise habitat during the less-active season (generally October 31 to March 1) and during periods of reduced desert tortoise activity (typically when ambient temperatures are less than 60 °F or greater than 95 °F).

All vehicles and equipment that are not in areas enclosed by desert tortoise exclusion fencing will stop activities in desert tortoise habitat during rainfall events in the more-active season (generally March 1 to October 31), and if temperatures are above 60 but below 95 °F for more than 7 consecutive days. The Field Contact Representative (FCR) or designee will determine, in coordination with the BLM and Service, when it is appropriate for project activities to continue.

**RPM 2:**

**Predator Control—Applies to all actions.** *BLM, and other jurisdictional Federal agencies as appropriate, shall ensure their agency personnel, the project proponent, and their contractors implement the following measures to minimize injury to desert tortoises as a result of predators drawn to the project area from construction, operation, and minor maintenance activities:*

Terms and Conditions:

- 2.a. *Litter control, applies to all projects*—A litter control program shall be implemented to reduce the attractiveness of the area to opportunistic predators such as desert kit foxes, coyotes, and common ravens. Trash and food items will be disposed of properly in predator-proof containers with predator-proof lids. Trash containers will be emptied and

construction waste will be removed daily from the project area and disposed of in an approved landfill. Vehicles hauling trash to the landfill or transfer facility must be secured to prevent litter from blowing out along the road.

- 2.b. *Deterrence*—The project proponent will implement measures to discourage the presence of predators on site (coyotes, ravens, etc.), including elimination of available water sources, designing structures to discourage potential nest sites, and use of hazing to discourage raven presence.

- 2.c. *Monitoring and predator control*—Projects that may create nest sites for ravens: The project proponent will monitor for the increased presence of ravens and other potential human-subsidized predators in the vicinity of the project area. A qualified biologist (not necessarily an authorized desert tortoise biologist) shall conduct monthly nest surveys of potential nest sites (e.g., power transmission towers/poles) during the raven breeding season (generally February 1 to April 30) and document the presence of all nests and the species using them. During these monthly surveys, an authorized biologist will also document any sign of predation of desert tortoises below the nest and in the vicinity of the transmission line. If sign of predation is found under a nest, control measures will be implemented in coordination with the Service. The frequency of these nest surveys may be modified as agreed upon by BLM and the Service.

- 2.d. *Evaporation ponds and open water sources*—Not applicable for the proposed action.

**RPM 3:** **Impacts to Desert Tortoise Habitat—Applies towards all actions that involve habitat impacts. BLM, and other jurisdictional Federal agencies as appropriate, shall ensure their agency personnel, the project proponent, and their contractors implement the following measures to minimize loss and long-term degradation and fragmentation of desert tortoise habitat, such as soil compaction, erosion, crushed vegetation, and introduction of weeds or contaminants from construction, operation, and minor maintenance activities:**

Terms and Conditions:

- 3.a. *Habitat protection plans*—BLM shall ensure that the applicants develop and implement an approved fire prevention and response plan, erosion control plan, and a weed management plan approved by BLM prior to surface disturbance.
- 3.b. *Restoration plan*—Not required for this project.
- 3.c. *Minimizing new disturbance*—Cross-country travel outside designated areas shall be prohibited. All equipment, vehicles, and construction materials shall be restricted to the designated areas and new disturbance will be restricted to the minimum necessary to complete the task (e.g., such as construction of one-lane access roads with passing turnouts every mile rather than a wider two-lane road).

All work area boundaries shall be conspicuously staked, flagged, or otherwise marked to

- minimize surface disturbance activities.
- 3.d. *Weed prevention*—Vehicles and equipment shall be cleaned with a high pressure washer prior to arrival in desert tortoise habitat and prior to departure from areas of known invasive weed and nonnative grass infestations to prevent or at least minimize the introduction or spread these species.
- 3.e. *Chemical spills*—Hazardous and toxic materials such as fuels, solvents, lubricants, and acids used during construction will be controlled to prevent accidental spills. Any leak or accidental release of hazardous and toxic materials will be stopped immediately and cleaned up at the time of occurrence. Contaminated soils will be removed and disposed at an approved landfill site.
- 3.f. *Residual impacts from disturbance*—Remuneration fees are not required for this project as there will be no new surface disturbance.

**RMP 7: Compliance and Reporting—Applies towards all actions. BLM, and other jurisdictional Federal agencies as appropriate, shall ensure their agency personnel, the project proponent, and their contractors implement the following measures to comply with the reasonable and prudent measures, terms and conditions, reporting requirements, and reinitiation requirements contained in this biological opinion:**

Terms and Conditions:

- 7.a. *Desert tortoise deaths*—The deaths and injuries of desert tortoises shall be investigated as thoroughly as possible to determine the cause. The Service (702/515-5230), BLM wildlife staff (702/515-5000) and appropriate state wildlife agency must be verbally informed immediately and within 5 business days in writing (electronic mail is sufficient). The Authorized Desert Tortoise Biologist shall complete the Desert Tortoise Handling and Take Report (Appendix E).
- 7.b. *Non-compliance*—Any incident occurring during project activities that was considered by the FCR, authorized desert tortoise biologist, or biological monitor to be in non-compliance with this biological opinion shall be immediately documented by an authorized desert tortoise biologist. Documentation shall include photos, GPS coordinates, and details on the circumstances of the event. The incident will be included in the annual report and post-project report.
- 7.c. *Fence inspection*—Fencing is not required for this project.
- 7.d. *Project reporting requirements*—Project proponents will provide BLM with compliance reports. Quarter (non-appended actions), annual, and comprehensive final project reports will be submitted to BLM and the Service's Nevada Fish and Wildlife Office in Las Vegas. Annual reports are required for all appended actions (except those completed and provided in a prior annual report). Annual reports will cover the calendar year and are due April 1<sup>st</sup> of the following year (e.g., the annual report for calendar year 2013 is due April 1, 2014). Quarterly reports for non-appended actions are due 15 calendar days

following the quarter. Final project reports are due within 60 days following completion of the project or each phase of the project.

The Programmatic Biological Opinion Report to the Fish and Wildlife Service (Appendix G) will be used for quarterly, annual, and final project reports, and shall include all Desert Tortoise Handling and Take Reports (Appendix E). If available, GIS shape files will be included.

- 7.e. *Operation and maintenance*—A written assessment report shall be submitted annually to the Service outlining the operation and maintenance activities that occurred over the past year.

Report to include: It will include frequency of implementation of minimization measures, biological observations, general success of each of the minimization measures. All deaths, injuries, and illnesses of endangered or threatened species within the project area, whether associated with project activities or not, will be summarized in the annual report. The report is due April 1 of each year.

- 7.f. *Restoration monitoring*—Not required for this project.

**8: Minimization Measures**

- 8.a. *The project applicant shall notify BLM wildlife staff at 702-515-5000 at least 10 days before initiation of the project.* Notification shall occur before any activities begin that will damage or remove vegetation, such as off-road vehicle travel for surveys, soil testing, and clearing vegetation off the project site. The purpose of the notification is to ensure that the proper education program is given and to review expectations for compliance with the terms and conditions of the biological opinion.

- 8.b. Overnight parking and storage of equipment and materials, including stockpiling, shall be in previously disturbed areas or areas cleared by a tortoise biologist. If not possible, areas for overnight parking and storage of equipment shall be designated by the tortoise biologist in coordination with BLM and project proponent, which will minimize habitat disturbance.

- 8.c. Within desert tortoise habitat, any construction pipe, culvert, or similar structure with a diameter greater than 3 inches stored less than 8 inches above the ground will be inspected for tortoises before the material is moved, buried, or capped.

- 8.d. Trenches: Not required for this project.

- 8.e. Ravens and other avian tortoise predators: All towers and poles will be fitted with “bird-be-gone” or other perch deterrent devices to minimize the potential for increased predation from aerial predators following construction.

- 8.f. Vehicles: All project/event-related individuals shall check underneath stationary vehicles before moving them. Tortoises often take cover under vehicles. All vehicle use will be restricted to existing roads. New access roads will be created only when absolutely necessary and only when approved by BLM. Workers shall not drive or park vehicles

where catalytic converters can ignite dry vegetation and to exhibit care when smoking in natural areas. Fire protective mats or shields shall be used during grinding or welding.

Vehicles will comply with the posted speed limit. A Speed limit of 25 MPH shall be required on unposted county road and unpaved road and trails used to access the project site.

On-site personnel shall carpool to the greatest extent possible.

#### **Minimization Measures to Minimize Threat of Nonnative Plants**

8.g. Rehabilitate, reclaim, or revegetate areas subjected to surface-disturbing activities where feasible. Habitat will be reclaimed so that pre-disturbance conditions can be reached within a reasonable time frame. Reclamation may include salvage and transplant of cacti and yucca, recontouring the area, scarification of compacted soil, soil amendments, seeding, vertical mulch, and transplant of seedling shrubs. If necessary subsequent seeding or transplanting efforts may be required, should monitoring indicate that the original effort was not successful.

8.h. Complete a Weed Risk Assessment for the proposed project prior to construction activities. This document will address the presence of any weeds; the potential for weeds within the project area to be spread to non-infested areas within the project area; the potential for introducing weeds into the project area via vehicles, equipment, fill material, and water brought in from an outside source; and minimization to reduce the potential for spreading weeds.

8.i. If off-site fill material is used, survey the site where the fill source comes from for noxious plants. Only fill from non-contaminated sites shall be used.

8.j. Certify that all plant material including animal feed and material used for erosion control (straw, etc.) is weed-free.

8.k. Clean all equipment of weed and grass seeds, stems, stalks, etc., prior to arrival and release from the project site. The washdown will concentrate on the undercarriage, with special emphasis on axles, crossmembers, motor mounts, and on and underneath steps, running boards and front bumper/bushguard assemblies.

8.l. Should there be concentrated areas of noxious weeds within the project area, additional spraying of equipment may be required to prevent the contamination of uninfested areas.

8.m. Wash sites will be mapped for future monitoring of weed infestations.

8.n. Mechanized treatments will not be conducted on slopes greater than 30 percent to minimize erosion.

8.o. Treatments that compact and disturb the soil to the degree that runoff and erosion would be increased should be ripped and properly drained.

8.p. Untreated islands of natural vegetation would be left to minimize negative impacts of the natural community.

8.g. When herbicide use is approved by BLM and the Service, applicant will follow information and guidelines provided on label and pesticide use permit.

**APPENDIX E. DESERT TORTOISE HANDLING AND TAKE REPORT**

If a desert tortoise is killed or injured, immediately contact the U.S. Fish and Wildlife Service and BLM, by phone at the numbers below and complete Section 1 of the form.

Completed forms should be submitted to the BLM and Fish and Wildlife Service:

Bureau of Land Management  
4701 North Torrey Pines Drive  
Las Vegas, Nevada 89130  
702-515-5000

U.S. Fish and Wildlife Service  
4701 North Torrey Pines Drive  
Las Vegas, Nevada 89130  
702-515-5230

Project Name: Renewal for Beacon Hill LSV Indian Springs Communication Site NEPA No.: DOI-BLM-NV-S010-2013-0051-CX Case File No./SRP No.: N-76534 BLM Section 7 log no.: NV-052-13-108	Report Date:
Fish and Wildlife Service Append File No.: n/a	
Authorized Desert Tortoise Biologist: _____ Employed by: _____	
<b>Section 1: Complete all information below if a desert tortoise is injured or killed in addition to initial contact described above.</b>	
If tortoise was injured <input type="checkbox"/> or killed <input type="checkbox"/> (check appropriate box):	
Date and time found: _____ Found by: _____	
GPS location (NAD 83): easting: _____ northing: _____ No. of photos taken: _____	
Disposition: _____ _____ _____	

Attach report with photos that describe in detail, the circumstances and potential cause of injury or mortality. For injuries include name of veterinarian and detailed assessment of injuries.

**Section 2: Complete all information below for each desert tortoise handled.**

All instances of desert tortoise handling must be reported in this section and be included in the quarterly, annual, and final project reports.

Desert tortoise number: \_\_\_\_\_

Date and time found: \_\_\_\_\_ Sex of tortoise: \_\_\_\_\_

Air temperature when found: \_\_\_\_\_ Air temperature when released: \_\_\_\_\_

Tortoise activity when found: \_\_\_\_\_

Handled by: \_\_\_\_\_ Approx. carapace length \_\_\_\_\_

GPS location (NAD 83) found: easting: \_\_\_\_\_ northing: \_\_\_\_\_

GPS location released: easting: \_\_\_\_\_ northing: \_\_\_\_\_

Approximate distance moved: \_\_\_\_\_

Did tortoise void bladder; if so state approximate volume and actions taken:

Post handling or movement monitoring and observations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section 3: Complete for each tortoise burrow penned.**

All instances of desert tortoise penning must be reported in this section and be included in the quarterly, annual, and final project reports.

Date and time of pen construction:

Began: \_\_\_\_\_ Completed: \_\_\_\_\_

Date and time pen removed: \_\_\_\_\_

Pen constructed by: \_\_\_\_\_

Why was tortoise penned? \_\_\_\_\_

How frequently was pen monitored? \_\_\_\_\_

Observations of desert tortoise behavior including time and date of observation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Include photos of pen and burrow with report.

**APPENDIX G. PROGRAMMATIC BIOLOGICAL OPINION (FILE NO. 84320-2010-F-0365) REPORT TO THE FISH AND WILDLIFE SERVICE**

The information below should be completed by BLM or the Authorized Desert Tortoise Biologist for the project/action. Reports for all appended actions are required annually (due March 1 of each year for prior calendar year activities) and upon completion of the project/action.

Project Name: Renewal for Beacon Hill LSV Indian Springs Communication Site

NEPA no.: DOI-BLM-NV-S010-2013-0051-CX

Case File no./SRP no.: N-76534

BLM Section 7 log no.: NV-052-13-108

Annual Report                       Project Completion Report

1. Date: \_\_\_\_\_

2. Fish and Wildlife Service File No (for appended actions): \_\_\_\_\_ n/a \_\_\_\_\_

3. Species and critical habitat affected:

Desert tortoise                       Desert tortoise critical habitat

Other (identify):

4. Project/action status:

Not begun                       In progress\*                       Completed                      date \_\_\_\_\_

If in progress, state approximate percent complete: \_\_\_\_\_

5. Desert tortoise habitat disturbed:

Non-critical habitat		Critical habitat	
Proposed disturbance	Actual disturbance (ac)	Proposed disturbance	Actual disturbance (ac)

(ac)	(ac)	
0	0	

6. Habitat of other species disturbed (identify species, non-critical, and critical habitat affected below):

7. Summary of individual desert tortoises taken (appended action):

	Desert Tortoise:		
	Adults	Juveniles	Eggs
Exempted			
Actual			

Describe other individuals taken:


8. Name of authorized desert tortoise biologists and monitors on the project and the dates they were on the project.

9. Describe all non-compliance issues and events.

10. Desert tortoise burrow observed during activity/event:

<p>Total number desert tortoises observed: _____</p> <p>Total number desert tortoises burrows observed: _____</p> <p>Attach a summary report detailing each desert tortoise and/or desert tortoise burrows observed during activity/event including tortoise activity when found, how the animal was avoided, what happened to the tortoise, the date and time encountered and GPS location (NAD 83 easting: _____)</p>
---

northing: \_\_\_\_\_ )

**11. Contact Information**

Name \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

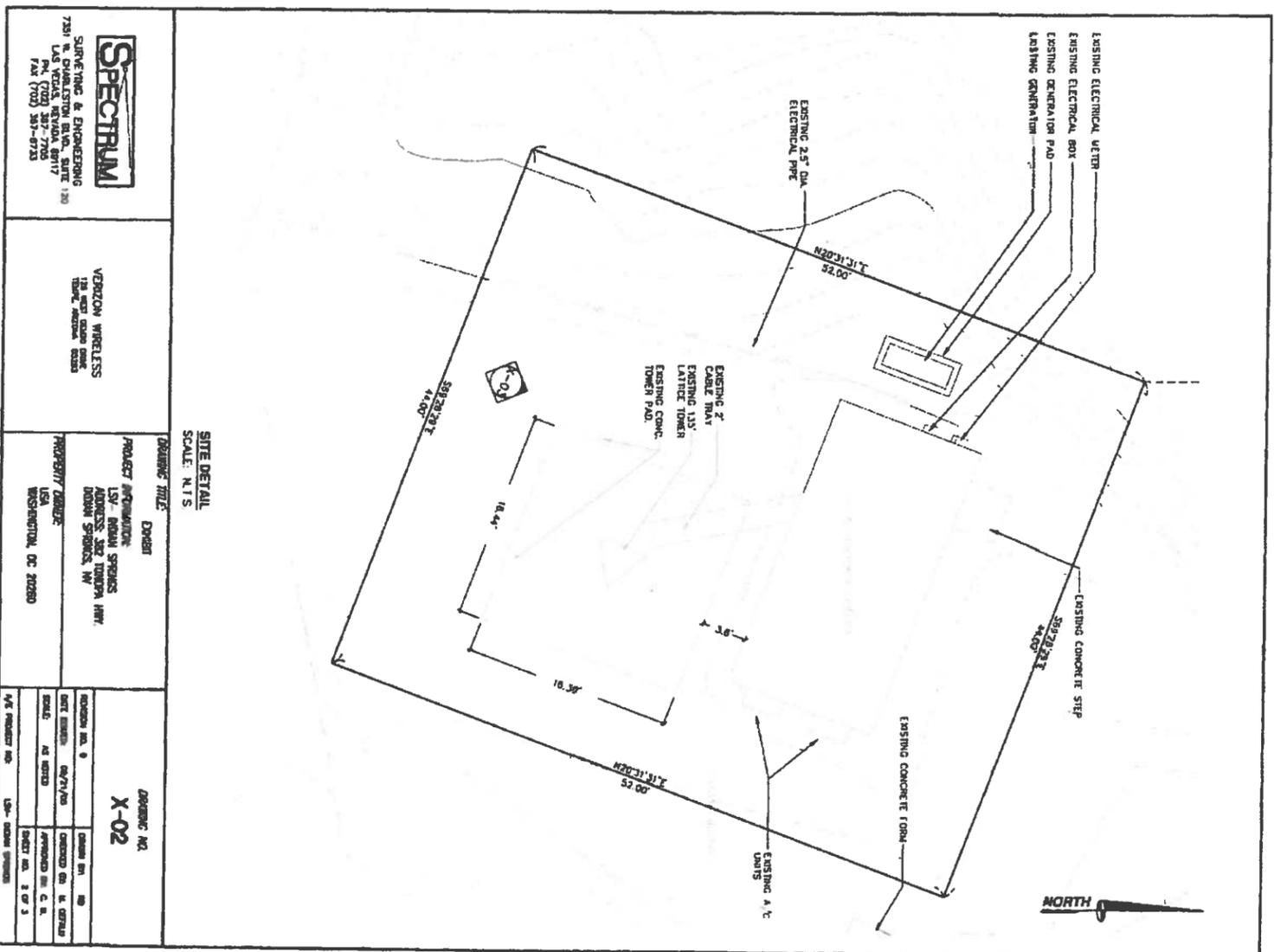
Signature \_\_\_\_\_ Date \_\_\_\_\_

Send completed form to:

Bureau of Land Management  
Attn: Wildlife Staff  
4701 North Torrey Pines Drive  
Las Vegas, Nevada 89130  
702-515-5000

U.S. Fish and Wildlife Service  
4701 North Torrey Pines Drive  
Las Vegas, NV 89130

Southwestco Wireless LP dba Verizon Wireless  
 Site Plan N-76534

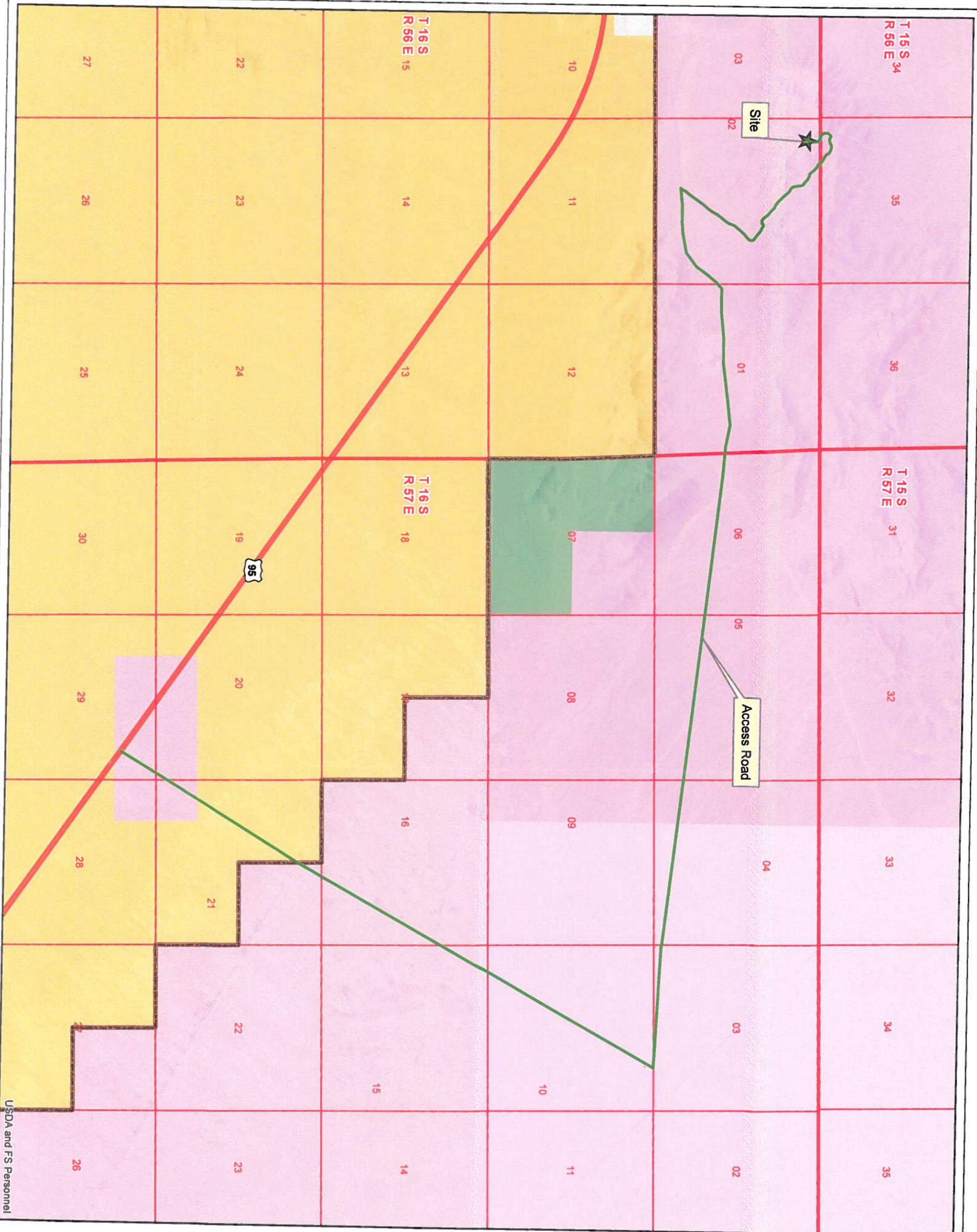


**SITE DETAIL**  
 SCALE: N.T.S.

 <p><b>SURVEYING &amp; ENGINEERING</b>        7301 N. CHARLESTON BLVD., SUITE 120        LAS VEGAS, NEVADA 89117        FAX (702) 361-8733</p>		<p><b>VERIZON WIRELESS</b>        1000 W. CLARK BLVD.        SUITE 1000        LAS VEGAS, NV 89102</p>	
<p><b>PROJECT INFORMATION:</b>        157. ARBOUN SPRINGS        ADDRESS: 322 W. ARBOUN HWY.        DOWD SPRINGS, NV</p>		<p><b>DRAWING NO.</b>  <b>X-02</b></p>	
<p><b>PROPERTY ADDRESS:</b>        157 ARBOUN SPRINGS        WASHINGTON, DC 20020</p>		<p><b>DATE:</b> 04/17/04  <b>SCALE:</b> AS SHOWN  <b>PROJECT NO.:</b> 1 OF 3</p>	
<p><b>DATE:</b> 04/17/04  <b>SCALE:</b> AS SHOWN  <b>PROJECT NO.:</b> 1 OF 3</p>		<p><b>DATE:</b> 04/17/04  <b>SCALE:</b> AS SHOWN  <b>PROJECT NO.:</b> 1 OF 3</p>	

**Southwestco Wireless LP**  
 dba  
**Verizon Wireless**  
 N-76534

**Site Location**  
**Exhibit D**



**Legend**

**Land Status**

- Bureau of Land Management
- Department of Defense
- Fish and Wildlife Service
- Private



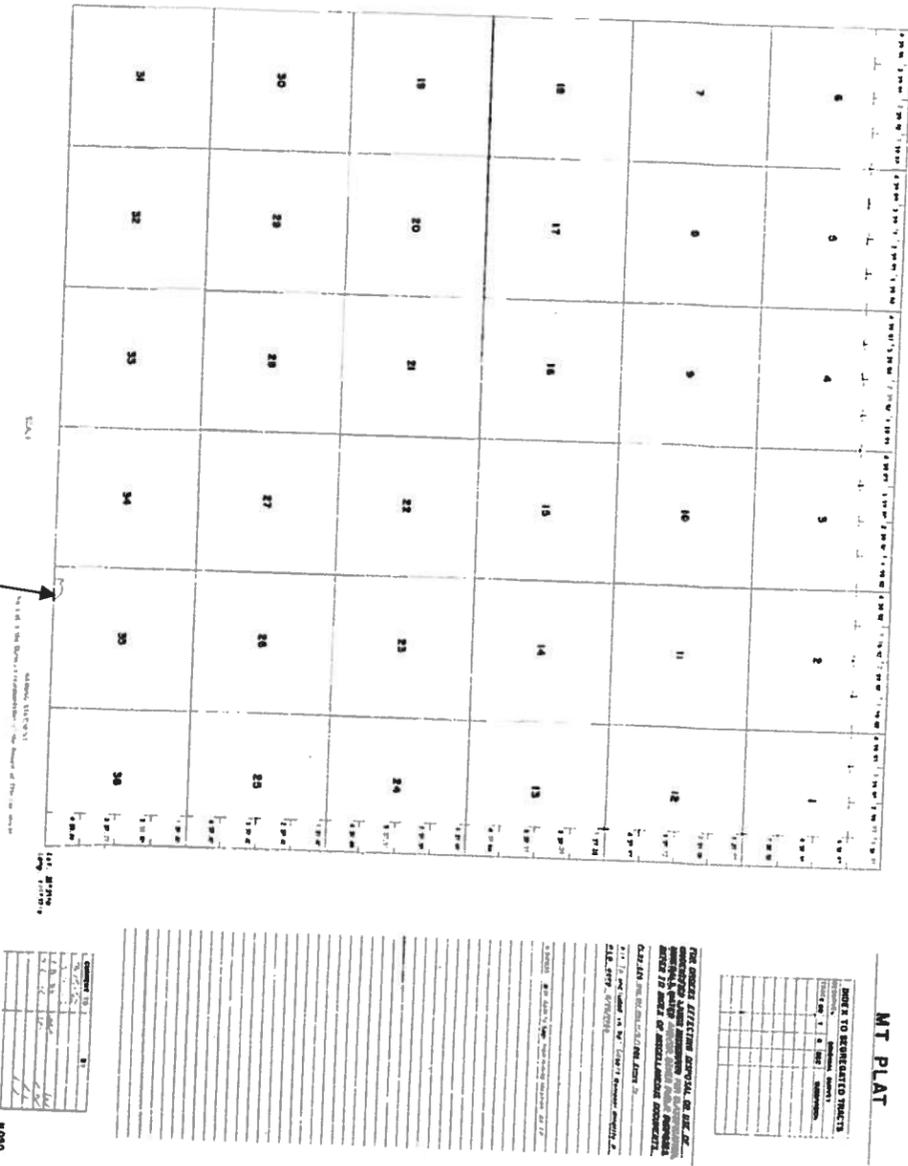
No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

USDA and FS Personnel

Southwestco Wireless LP dba Verizon Wireless N-76534  
MTP

TOWNSHIP 15 SOUTH RANGE 56 EAST OF THE MOUNT DIABLO MERIDIAN, NEVADA

STATE OF NEVADA  
LAND AND MINERAL TITLE



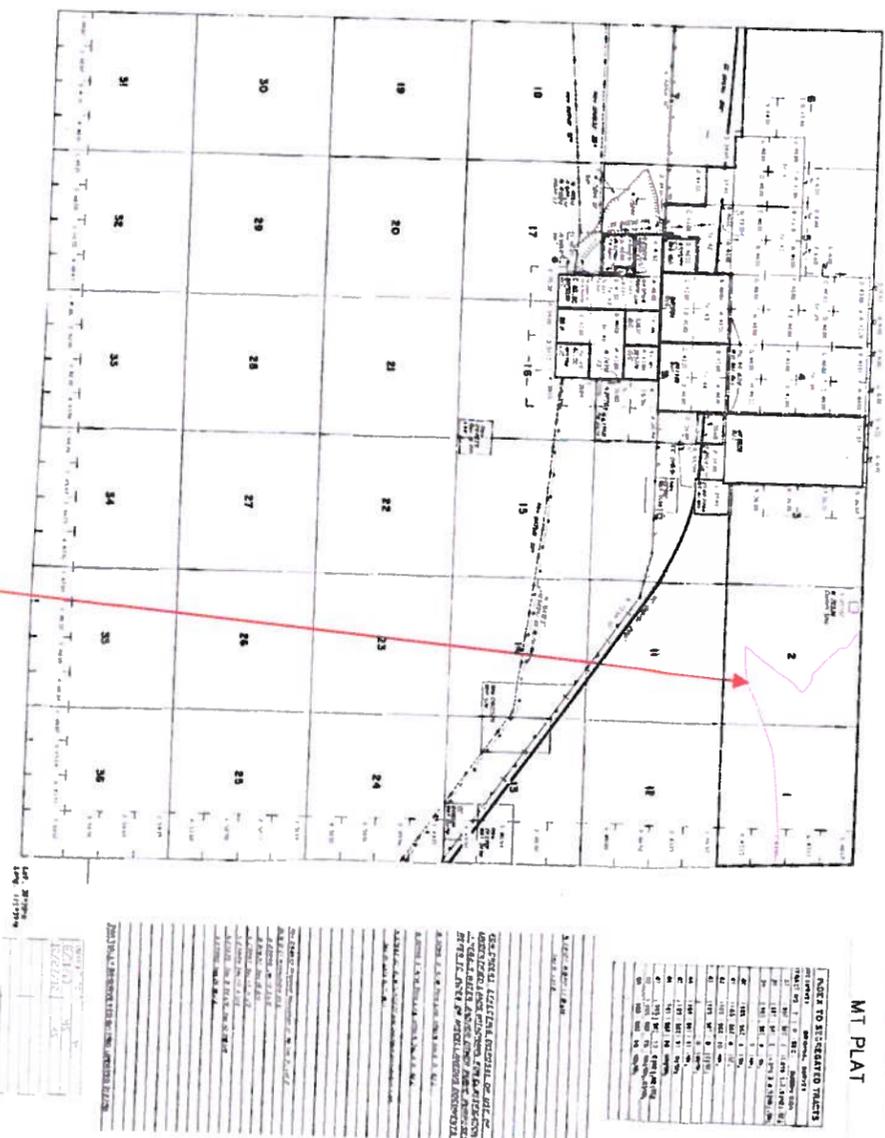
N-76534 – The BLM facility consists of a 44' x 52' site containing a 12' x 24' prefabricated equipment building and a 135' self-supported lattice tower. Access Road 12' wide x 10.34 miles long starting at US95 continuing to the site. Power to the site is via commercial underground distribution-line from NV Energy.

Southwestco Wireless LP dba Verizon Wireless N-76534  
MTP

TOWNSHIP 16 SOUTH RANGE 55 EAST OF THE MOUNT DIABLO MERIDIAN, NEVADA  
CLARK COUNTY

STATE OF PUBLIC DOMAIN  
LAND AND MINERAL RIGHTS

MI PLAT



N-76534 – The BLM facility consists of a 44' x 52' site containing a 12' x 24' prefabricated equipment building and a 135' self-supported lattice tower. Access Road 12' wide x 10.34 miles long starting at US95 continuing to the site. Power to the site is via commercial underground distribution-line from NV Energy.

Southwestco Wireless LP dba Verizon Wireless N-76534  
MTP

PARTIALLY SURVEYED TOWNSHIP 16 SOUTH RANGE 57 EAST OF THE MOUNT DIABLO MERIDIAN, NEVADA  
PROJECTION DIAGRAM NO. 51 LARK COUNTY

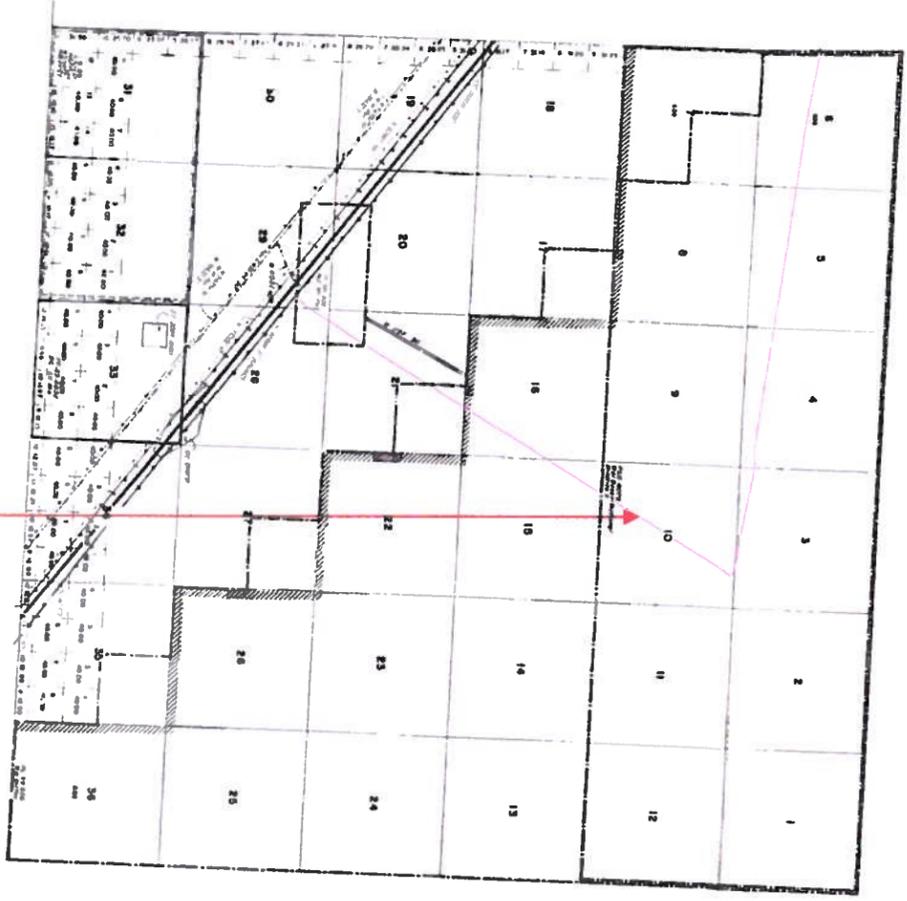
STATE OF PUBLIC DOMAIN  
LAND AND MINERAL TITLES

MT PLAT

BLOCKS TO BE SEVERED	
Block No.	Acres
1	160.00
2	160.00
3	160.00
4	160.00
5	160.00
6	160.00
7	160.00
8	160.00
9	160.00
10	160.00
11	160.00
12	160.00
13	160.00
14	160.00
15	160.00
16	160.00
17	160.00
18	160.00
19	160.00
20	160.00
21	160.00
22	160.00
23	160.00
24	160.00
25	160.00
26	160.00
27	160.00
28	160.00
29	160.00
30	160.00

FOR RECORD PURPOSES, THE USE OF  
UNREGISTERED LANDS AND/OR  
UNREGISTERED MINERAL RIGHTS  
IS NOT PERMITTED BY THE STATE OF NEVADA  
UNLESS THE SAME ARE FIRST REGISTERED  
WITH THE CLERK OF THE COUNTY CLERK'S  
OFFICE IN ACCORDANCE WITH NEVADA  
REVISIONS TO CHAPTER 204, NRS.

By Order of the State Engineer, Nevada  
The State Engineer, Nevada  
Lark County



Block No.	Acres
1	160.00
2	160.00
3	160.00
4	160.00
5	160.00
6	160.00
7	160.00
8	160.00
9	160.00
10	160.00
11	160.00
12	160.00
13	160.00
14	160.00
15	160.00
16	160.00
17	160.00
18	160.00
19	160.00
20	160.00
21	160.00
22	160.00
23	160.00
24	160.00
25	160.00
26	160.00
27	160.00
28	160.00
29	160.00
30	160.00

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