



U.S. Department of the Interior  
Bureau of Land Management

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# Stipulations, As-built Submissions & Notices to Proceed

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# Stipulations:

synonyms for stipulations:

provisions, terms, provision, proviso, requirements,  
condition, stipulation, specification, provisos,  
clause





# Stipulations:

There are three types of stipulations that will accompany a land use authorization:

- Standard lands and realty stipulations cited from 43 Code of Federal Regulations (CFR);
- Standard stipulations for resources analyzed under NEPA for the project;
- Special stipulations that are project specific can be included as part of the authorization for the project



## 1. General Stipulations

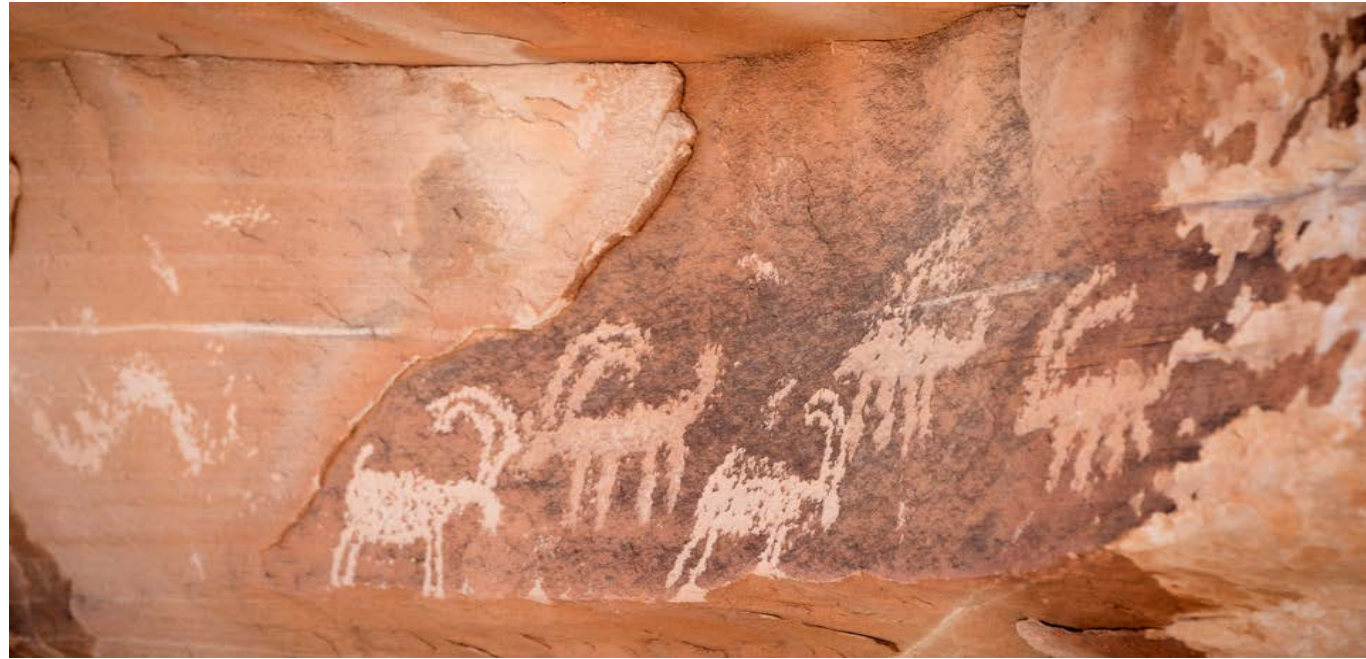
- 1.1. The right-of-way (ROW) is issued subject to all valid existing rights.
- 1.2. No signs of advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the Authorized Officer.
- 1.3. The ROW shall be maintained in a sanitary condition 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.
- 1.4. The ROW Holder, applicant, or proponent shall ensure that the road has a proper drainage system and should include the best combination of various design elements, such as ditches, culverts, drainage dips, crowns, low-water crossings, subsurface drains, and bridges, per Clark County standards.
- 1.5. ROW Holder, applicant, or proponent shall mark the exterior boundaries of the ROW 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 ROW Holder, applicant, or proponent. ROW Holder, applicant, or proponent shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.
- 1.6. ROW Holder, applicant, or proponent shall conduct all activities associated with construction, operation, maintenance, and termination of this ROW within its authorized limits.
- 1.7. ROW Holder, applicant, or proponent shall maintain the ROW in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, soil stabilization.
- 1.8. Pursuant to 43 CFR 2807.17(a) and 43 CFR 2807.17(c), BLM may suspend or terminate the grant if the Holder does not comply with applicable laws and regulations or any terms, conditions, or stipulations of the grant (such as rent payments), or if the Holder abandons the right-of-way. Failure to use your right-of-way for its authorized purpose for any continuous five-year period creates a presumption of abandonment.



According to 43 CFR 2807.17(a) and 43 CFR 2807.17(c), BLM may suspend or terminate the lease if the Holder does not comply with applicable laws and regulations or any terms, conditions, or stipulations of the grant (such as rent payments), or if the Holder abandons the right-of-way. Failure to use your right-of-way for its authorized purpose for any continuous 12-month period creates a presumption of abandonment.



Abandoned Microwave Tower  
Searchlight, Nevada



### 3. Cultural and Paleontological Resources

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



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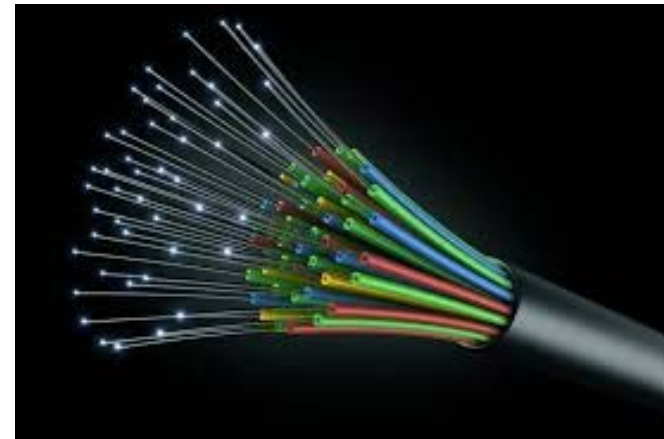




# Fiber Optic Stipulations:

## 1. Special Stipulations

1. The Holder shall provide for the allowance of subleasing of space/equipment to additional telecommunication providers without further approval from the BLM. Subleasing includes any change in ownership of any portion of the project, or the subleasing of space to additional telecommunication service providers. These additional telecommunication providers will not be required to obtain a separate grant for their use. No additional rent will be assessed to the Right-of-way Holder for the additional sublease owners(s) or telecommunication providers(s) within the project or facility. The Holder is liable and responsible for compliance with all terms/conditions of the grant, including compliance with the terms/conditions by any additional user.







# Communication Sites:

## 1.0. Special Stipulations

- 1.1. The holder 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 Bureau of Land Management (BLM) Authorized Officer.
- 1.2. At such future time as a Users Association for this communication site is formed, the Lessee shall join the Users Association and remain a member in good standing. Within 30 days of the creation of such Users Association the Lessee shall provide the Authorized Officer with evidence of membership. Failure of the Lessee to join the Users Association and remain a member in good standing shall constitute sufficient grounds for termination of this authorization.

## General Lands and Realty Actions Stipulations

- 1.3. The Lease is issued subject to all valid existing rights.
- 1.4. No signs of 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.
- 1.5. 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.
- 1.6. The Lessee shall ensure that the road has a proper drainage system and should include the best combination of various design elements, such as ditches, culverts, drainage dips, crowns, low-water crossings, subsurface drains, and bridges, per Clark County standards.



# Communication Sites:

## 1.0. Special Stipulations

- 1.1. The holder 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 Bureau of Land Management (BLM) Authorized Officer.
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## 0.0 Provisions of Title VI of the Civil Rights Act of 1964.

- 0.1. The lessee or any successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the land conveyed herein is used for the purpose for which the lease was made pursuant to the act cited or for another purpose involving the provision of similar services or benefits.
- 0.2. If the lessee or any successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964 and the requirements imposed by the Secretary of the Interior issued pursuant to that title during the period which the land described herein is used for the purpose for which the lease was made pursuant to the act cited or for another purpose involving the provision of similar services or benefits, said Secretary or his delegate may declare the terms of this lease terminated in whole or in part.
- 0.3. The lessee, by acceptance of this patent, agrees for itself and its successors in interest that a declaration of termination in whole or in part of this lease shall, at the option of the Secretary or his delegate, operate to revest in the United States full title to the land involved in the declaration.



# Recreation and Public Purposes:



- 1.1. Lessee shall, upon completion of construction of the facility, either immediately within or immediately adjacent to the main entrance, provide a prominent permanent plaque stating:  
*This facility is located on public land provided in support of the community by the Department of the Interior, Bureau of Land Management, Southern Nevada District Office.*





# Bonding:

## 1.0 Bonding Stipulations

A Bond is required for this authorization. The amount of the bond shall be determined as follows: the Holder shall furnish a report within 90 days estimating all costs for the BLM to fulfill the terms and conditions of the grant in the event that the Holder was not able to do so. This estimate shall be prepared by an independent State certified engineer who is approved in advance by the BLM Authorized Officer, and shall include such information including but not limited to administrative costs and Davis Bacon wages potentially incurred by the BLM. The report shall detail the estimated costs and shall be accompanied by the engineer's seal. All costs of preparing and submitting this report shall be borne solely by the Holder. This report along with inflationary estimates shall be the basis of the bond, and shall remain in effect until such time that the Authorized Officer determines that conditions warrant a review of the bond. This bond may be periodically adjusted by the Authorized Officer in the method described above when, in his/her sole determination, conditions warrant a review of the bond. Surface disturbing activities shall not commence until the BLM Authorized Officer has accepted the bond and issued a Notice to Proceed.



## §2805.20 Bonding requirements.

If you hold a grant or lease under this part, you must comply with the following bonding requirements:

(a) The BLM may require that you obtain, or certify that you have obtained, a performance and reclamation bond or other acceptable bond instrument to cover any losses, damages, or injury to human health, the environment, or property in connection with your use and occupancy of the right-of-way, including costs associated with terminating the grant, and to secure all obligations imposed by the grant and applicable laws and regulations. If you plan to use hazardous materials in the operation of your grant, you must provide a bond that covers liability for damages or injuries resulting from releases or discharges of hazardous materials. The BLM will periodically review your bond for adequacy and may require a new bond, an increase or decrease in the value of an existing bond, or other acceptable security at any time during the term of the grant or lease.



# As-built Stipulation:

- 1.1. Within 90 days of construction completion, the ROW Holder, applicant, or proponent shall provide the Authorized Officer with data in a format compatible with the BLM's Arc-Info Geographic Information System to accurately locate and identify the ROW:

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.



# As-built Submissions:

- An as-built verifies a constructed project location and serves as proof of construction
- Ties the project boundaries into the Public Land Survey System
- Confirms the project is constructed within the bounds of the granted land use authorization





# As-built Submissions:



PROJECT: BLM GRANT .1  
PROJECT ID: 0010005757  
DATE: 12/20/16  
PREPARED BY: RDJ  
CHECKED BY: TJB  
PAGE 1 OF 2

## LAND DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF THE NORTH 30.00 FEET OF THE EAST 44.00 FEET OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 13;

AS SHOWN ON THE "EXHIBIT MAP TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 440 SQUARE FEET.

## BASIS OF BEARINGS

NORTH 88°26'20" EAST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 13, TOWNSHIP 22 SOUTH, RANGE 60 EAST, MOUNT DIABLO MERIDIAN, CLARK COUNTY, NEVADA, MEASURED IN THE NEVADA EAST ZONE (2701) STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 1983(2011)), EPOCH 2010.00.

ALL DISTANCES HEREIN ARE GROUND. TO REDUCE DISTANCES TO GRID, MULTIPLY BY A FACTOR OF 0.9997940866

## END OF LAND DESCRIPTION

**NOTE:** THIS LAND DESCRIPTION IS NOT INTENDED FOR THE PURPOSE OF SUBDIVIDING LAND NOT IN CONFORMANCE WITH NEVADA REVISED STATUTES.

RUSSELL D. JAMISON, PLS  
STATE OF NEVADA NUMBER 14633





U.S. Department of the Interior  
Bureau of Land Management

LOCATION MAP

NORTH ARROW

PLSS

CROSS STREETS



JOHNSON STREET

BELL ROAD

LABELS

USE

TITLE

LEGEND

LEGEND/ABBREVIATIONS/NOTES

- LIMITS OF THIS MAP
- NEW LOT LINE
- OTHER EXISTING PROPERTY LINE
- CENTERLINE
- RANDOM DIMENSION LINE
- FOUND 1/2" IRON PIPE, AS NOTED
- ⊙ FOUND WELL MONUMENT WITH 2" BRASS DISC AND NO PUNCH, OR AS NOTED
- SET 1/2" REBAR WITH 2" ALUMINUM CAP STAMPED "THOMAS, PLS 5530"
- ⊞ SET NAIL & TAG STAMPED "THOMAS, PLS 5530"
- SOR SONOMA COUNTY RECORDS
- DN DOCUMENT NUMBER, S.C.R.

- (R1) TOWN GREEN VILLAGE PHASE 4, BUILDING J, BOOK 656 OF MAPS, PAGE 24-27, SONOMA COUNTY RECORDS
- (R2) PARCEL MAP No. 2308, BOOK 181 OF MAPS, PAGE 25, SONOMA COUNTY RECORDS
- (R3) RECORD OF SURVEY, BOOK 237 OF MAPS, PAGE 33, SONOMA COUNTY RECORDS
- (R4) PARCEL MAP No. 2308, BOOK 181 OF MAPS, PAGE 25, SONOMA COUNTY RECORDS
- (R5) TOWN GREEN SUBDIVISION, BOOK 627 OF MAPS, PAGE 33-38, SONOMA COUNTY RECORDS
- (R6) TOWN GREEN VILLAGE PHASE 5, BUILDING P, BOOK 688 OF MAPS, PAGE 48-51, SONOMA COUNTY RECORDS

- AREA OF DEDICATION
- RIGHT-OF-WAY VACATION
- PUBLIC UTILITY EASEMENT VACATION
- 15' WIDE PUBLIC STORM DRAIN EASEMENT VACATION

GENERAL NOTES

- ALL DIMENSIONS SHOWN HEREON ARE IN FEET & DECIMALS THEREOF.
- THE DISTINCTIVE BORDER AND BOLD TEXT REPRESENT EXISTING PROPERTY LINES.
- ALL BEARINGS NOT NOTED ARE EITHER N89°49'47"E OR S01°01'17"E
- ALL OFFSET DISTANCES ARE MEASURED PERPENDICULAR UNLESS NOTED OTHERWISE.

BASIS OF BEARINGS (R5)

A BEARING OF N09°49'20"E BETWEEN FOUND MONUMENTS AS PER R3 AND SHOWN HEREON.

TOWN GREEN VILLAGE  
PHASE V, BUILDING Q  
A COMMERCIAL RESIDENTIAL CONDOMINIUM  
TOWN OF WINDSOR, COUNTY OF SONOMA  
STATE OF CALIFORNIA

LYING WITHIN SECTION 13 OF TOWNSHIP 8 NORTH, RANGE 9 WEST, M.D.M. BEING THE LANDS OF TOWN GREEN VILLAGE LOT 1, A CALIFORNIA LIMITED PARTNERSHIP, RECORDED AS DOCUMENT NUMBERS 2803 129784 AND 2806

DobleThomas & Associates  
LAND SURVEYING, ENGINEERING & MAPPING  
134 North Cleveland Boulevard • Cloverdale, California 95923  
9092 Hart Road, Suite 110 • Windsor, California 95982

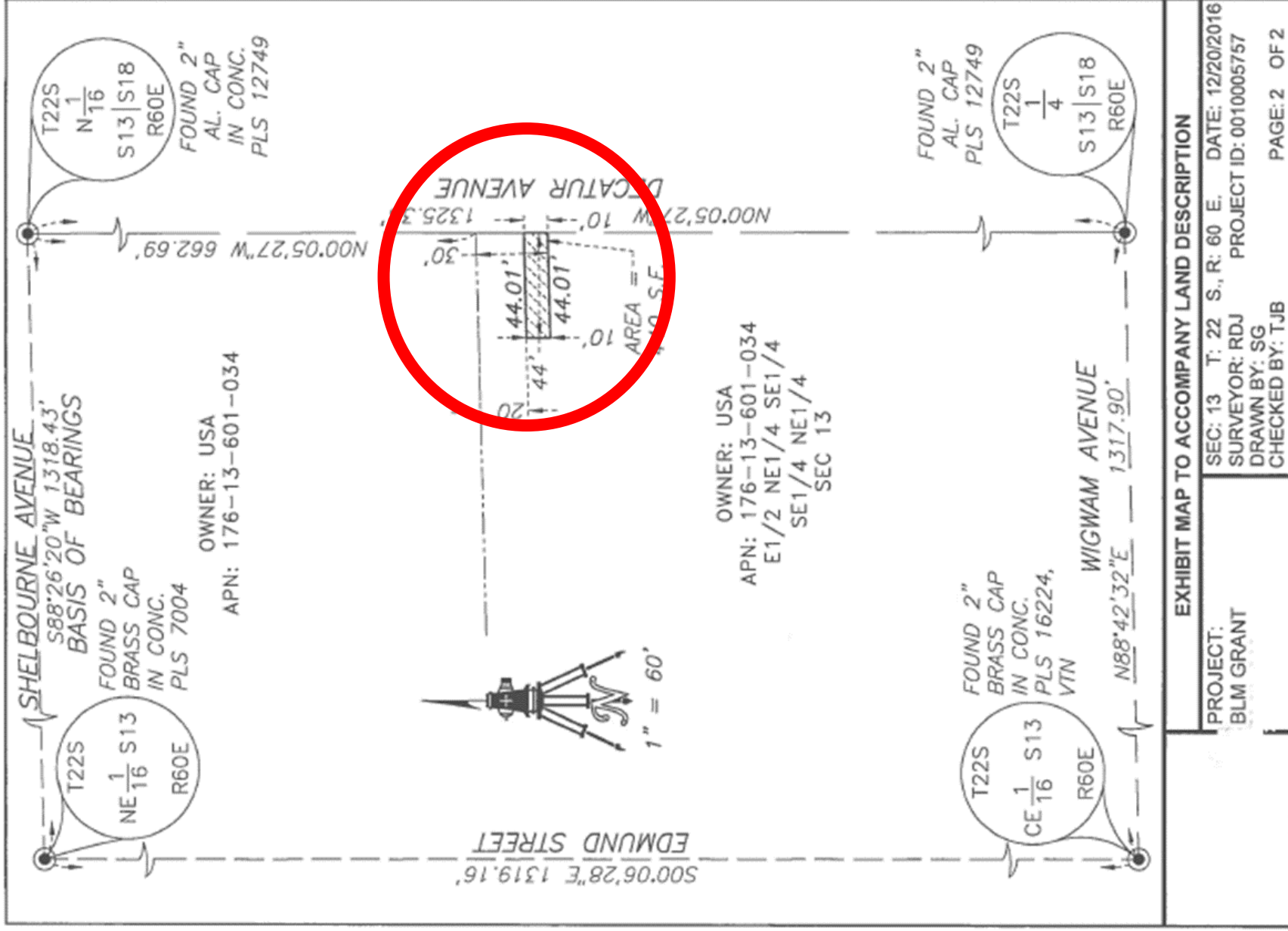
Portion of ASSESSOR'S PARCEL No. 184-020-034

FILE No. 2002-071

DATE: April, 2006

SHEET No. 2 OF 4

SCALE: 1" = 30'





**Notices to Proceed:** May be issued for any project

## **§2807.10 When can I start activities under my grant?**

When you can start depends on the terms of your grant.

You can start activities when you receive the grant you and BLM signed, unless the grant includes a requirement for BLM to provide a written Notice to Proceed. If your grant contains a Notice to Proceed requirement, you may not initiate construction, operation, maintenance, or termination until BLM issues you a Notice to Proceed.





# Notices to Proceed: May be issued for large, multi-phase projects:



Such as solar projects over 20 megawatts;



# New highways, expansion and improvements;





U.S. Department of the Interior  
Bureau of Land Management

# Other renewable energy projects like Wind Farms;







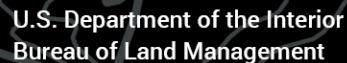
And large transmission line projects over 100kV.





BLM will notify you by letter and in the stipulations of your authorized grant or lease that before any surface disturbing activity may take place, a Notice to Proceed must be issued by the BLM.

A Notice to Proceed will be required if there is a requirement that hasn't been met prior to the grant being authorized. For example, if the BLM has determined that a bond is required for your project, or additional information (a fire prevention and response plan, erosion control plan, a Site Restoration, Re-vegetation Plan or a weed management plan) is needed before you may proceed with your project.



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
RIGHT-OF-WAY NOTICE TO PROCEED

Right-of-Way or TUP name

INSTRUCTIONS - Use Certified or Registered Mail or hand deliver. Send or give original to Holder. Distribute other copies as indicated after receipt date.

In accordance with the terms and conditions of the above referenced right-of-way grant or TUP you are hereby authorized to proceed with the activities noted below in the locations specified. Map(s) are attached. ☐ Yes ☐ No

Authorized officer is:

Name

Title

Onsite inspection and compliance of the Right-of-Way or TUP stipulations will be conducted by the authorized officer's representative.

Name of Authorized Officer's Representative

Office, Street Address, City, State, Zip

Office Phone Number

Home Phone Number (optional)

Authorized Officer's or Representative's Signature

Date \_\_\_\_\_

**Holder's Acknowledgement when notice is delivered in person.**

Signature of Recipient

Firm Name

Name of Recipient

Date: \_\_\_\_\_

HOLDER

## Notices to Proceed:

# Notice to Proceed Form 2800-15

