



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Glenwood Springs Field Office  
2300 River Frontage Road  
Silt, Colorado 81652  
[www.co.blm.gov](http://www.co.blm.gov)

## CATEGORICAL EXCLUSION DOI-BLM-CO-N040-2010-0004-CX

### A. Background

BLM Office: Colorado river Valley Field Office

Lease/Serial/Case File No:  
COC-33394 / 286001

Proposed Action Title/Type:

The proposed action is to install a new HVAC backup diesel generator to the existing site cellular facility. The generator would be located adjacent to the existing equipment structure, and within the authorized footprint of American Tower Corporation. It is a self-contained unit, with the generator sitting on the 210 gallon diesel fuel tank and would sit on a concrete foundation. The generator is self-contained; sound attenuated, and would not exceed 65 db at 7 meters. The tank is double walled, with alarms that would notify Telecom Towers, LLC, immediately if there were to be a fuel leak. Approximately fifteen feet of cable would be buried leading from the new generator to the equipment shelter. See attached draft lease, site map, and stipulations for more detail.

Construction is estimated to take approximately ten days, and would begin if the authorization is approved.

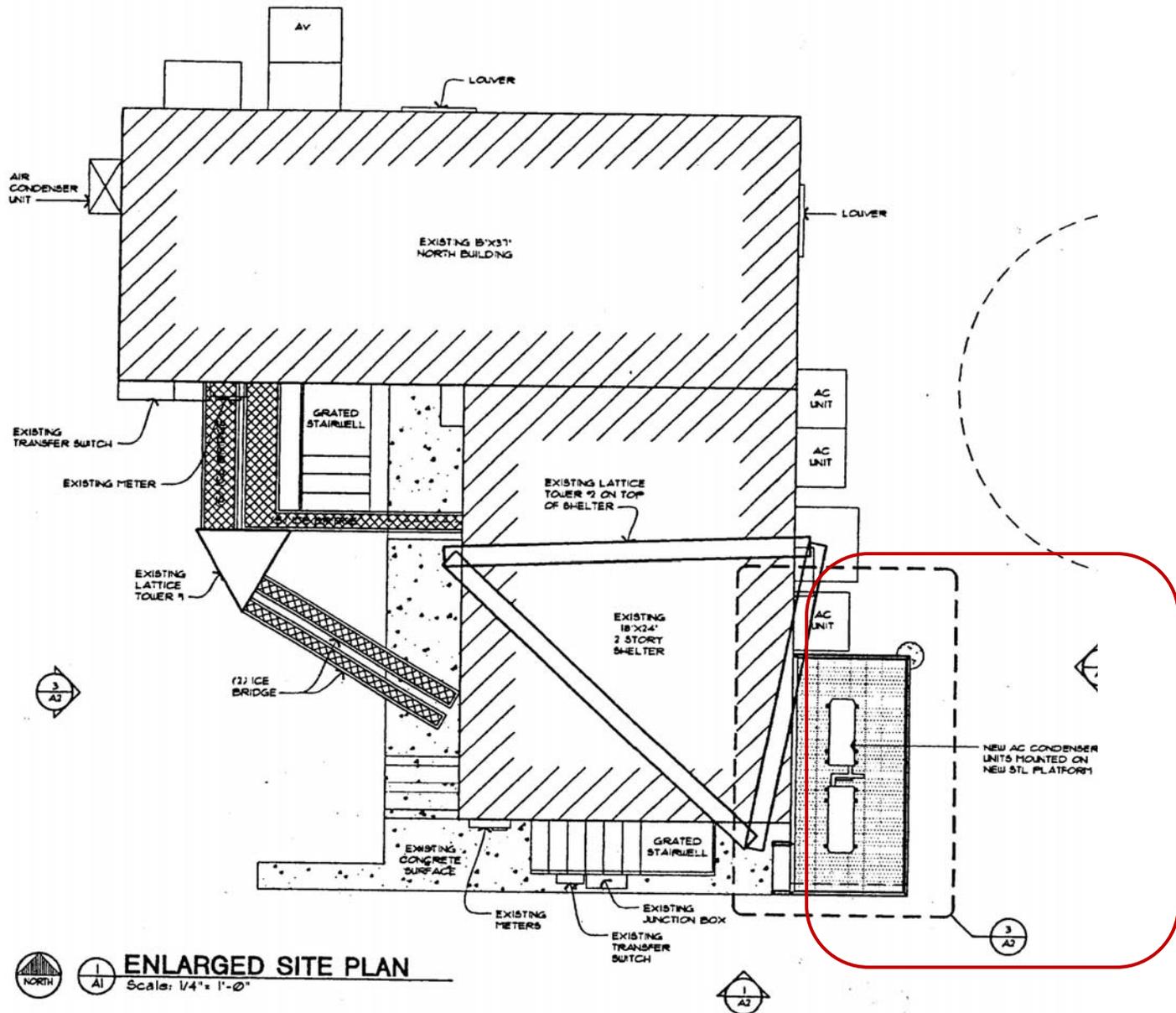
If approved and after construction, the generator would need to run approximately thirty minutes once a week to keep the engine in good operating condition. Otherwise, it would only run during power outages.

Location of Proposed Action: S ½ Section 34, T. 4 S., R. 83 W.,  
Sixth Principal Meridian, Eagle County, Colorado.

Description of Proposed Action: The applicant, Telecom Towers, LLC, has submitted an application to amend their existing Right-of-Way, COC-33394. The proposal is to install a new HVAC backup diesel generator to the existing site cellular facility. The generator would be located adjacent to the existing equipment structure, and within the authorized footprint of American Tower Corporation. It is a self-contained unit, with the generator sitting on the 210 gallon diesel fuel tank and would sit on a concrete foundation. The generator is self-contained; sound attenuated, and would not exceed 65 db at 7 meters. The tank is double walled, with alarms that would notify Telecom Towers, LLC, immediately if there were to be a fuel leak. Approximately fifteen feet of cable would be buried leading from the new generator to the equipment shelter. See attached draft lease, site map, and stipulations for more detail.

Construction is estimated to take approximately ten days, and would begin if the authorization is approved.

All construction activities would be within the existing, authorized right-of-way footprint.



**B. Land Use Plan Conformance:** The Proposed Action is subject to and has been reviewed for and is in conformance with (43 CFR §1610.5 and § 2800, BLM 1617.3) the following plan:

Name of Plan: Record of Decision and Glenwood Springs Resource Management Plan.

Date Approved: January, 1984; revised in 1988; amended in November 1991 - Oil and Gas Leasing and Development - Final Supplemental Environmental Impact Statement; amended Nov. 1996 - Colorado Standards and Guidelines; amended in August 1997 - Castle Peak Travel Management Plan; amended in March 1999 - Oil and Gas Leasing & Development Final Supplemental Environmental Impact Statement; amended in November 1999 - Red Hill Plan Amendment; and amended in September 2002 – Fire  
COC33394/BellyacheRidge Comm Site/Amendment5 Page 2 of 16

Management Plan for Wildland Fire Management and Prescriptive Vegetation Treatment Guidance - amended in August 2006 - Roan Plateau Planning Area Including Naval Oil Shale Reserves Numbers 1 & 3 Resource Management Plan Amendment & Environmental Impact Statement.

Decision Number/Page: Page 41, Utility and Communication Facility Management.

Decision Language: To respond, in a timely manner, to requests for utility and communication facility authorizations on public land while considering environmental, social, economic, and interagency concerns.

**C. Compliance with NEPA:**

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, E. Realty Numbers:

(12) Grants of right-of-way wholly within the boundaries of other compatibly developed rights-of-way.

(13) Amendments to existing rights-of-way, such as the upgrading of existing facilities, which entail no additional disturbances outside of the right-of-way boundary, and

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.

EXCLUSIONS	YES	NO
1. Have significant impacts on public health or safety.		X
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		X
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].		X
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		X
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.		X
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		X
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.		X
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		X
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.		X
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		X
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		X

12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		X
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INTERDISCIPLINARY REVIEW:

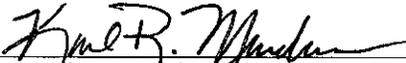
Name	Title	Area of Responsibility
Cheryl Harrison	Archaeologist	Cultural and Native American Concerns
Greg Wolfgang	Outdoor Recreation Planner	VRM, Recreation, Travel
Carla DeYoung	Ecologist	ACEC, T/E/S Plants, Vegetation
Brian Hopkins	Wildlife Biologist	Wildlife, T/E/S Wildlife, Migratory Birds
Tom Fresques	Fisheries Biologist	Fisheries, T/E/S Fish
Jeff O'Connell	Hydrologist	Soil, Air, Water
Mike Kinser	Rangeland Mgt Spec.	Riparian/ Wetlands
Monte Senor	Rangeland Mgt Spec.	Range Mgt, Invasive Species/ Noxious Weeds
Alton Anderson	Fuels Specialist	Fuels

REMARKS/MITIGATION (the following mitigations will be carried forward within the permit under Special Conditions:

Cultural/Native American Stipulation: The National Historic Preservation Act (NHPA) requires that if newly discovered cultural resources are identified during project implementation, work in that area must stop and the agency Authorized Officer notified immediately (36 CFR 800.13). The Native American Graves Protection and Repatriation Act (NAGPRA), requires that if inadvertent discovery of Native American Remains or Objects occurs, activity must cease in the area of discovery, a reasonable effort made to protect the item(s) discovered, and immediate notice made to the BLM Authorized Officer, as well as the appropriate Native American group(s) (IV.C.2). Notice may be followed by a 30-day delay (NAGPRA Section 3(d)). Further actions also require compliance under the provisions of NHPA and the Archaeological Resource Protection Act.

I considered this action and determined that it may be categorically excluded. I have evaluated the action relative to the 12 criteria listed above and have determined that it does not represent an exception and is, therefore, categorically excluded from further environmental analysis.

**D. Signature**

Authorizing Official:  Date: 4/21/2010  
 Karl R. Mendonca, Associate Field Manager

**Contact Person**

For additional information concerning this CX review, contact Carole Huey, Realty Specialist, Glenwood Springs Field Office, 2300 River Frontage Road, Silt, CO 81652, 970-876.9023.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

**COMMUNICATIONS SITE USE LEASE COC-33394 Amendment 5  
Bellyache Ridge**

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American Towers, LLC.  
10 Presidential Way  
Woburn, MA 01801  
Contact: [Chris.nixon@americantower.com](mailto:Chris.nixon@americantower.com), [justin.white@americantower.com](mailto:justin.white@americantower.com)

THIS LEASE, dated \_\_\_\_\_, **2010**, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the United States or Bureau of Land Management), as authorized by the Act of October 21, 1976 (90 Stat. 2743; 43 U.S.C. 1701, et seq.), and American Towers, LLC, its agents, successors, and assigns (hereinafter called the Lessee).

The United States and the Lessee are jointly referred to herein as the "Parties". As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Office Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein, and based on current rental policy that makes the Lessee exempt from rental payments, does hereby grant to the Lessee a for a communications site within the following described lands in the

**S ½, Section 34, T. 4 S., R. 83 W., Sixth Principal Meridian, Eagle County, Colorado, (hereinafter called the "Property").**

The 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.

**This location of the property is shown generally on the site plan dated September 22, 2009 for the Bellyache Ridge Communication Site lease and right-of-way permits the use and maintenance of the following facilities:**

- **18' x 37' one story (north building)**
- **18' x 24' two storied shelter**
- **Lattice tower mounted on 18' x 24' two storied shelter**

- **80' Rohn SSV Tower**
- **1000 gallon buried propane tank**
- **AC HVAC mounted on a 6.5' x 13.5' raised STL Platform / 60 kilowatt backup diesel generator**
- **Access and parking**

as shown on the map and site sketch in **Exhibit A**.

Stipulations and conditions for the new facilities are listed and made a part hereof as **Exhibit B**.

The exhibits attached hereto are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions:

#### **I. TENURE, RENEWAL AND TRANSFERABILITY**

A. This lease will terminate at one minute after midnight on **July, 20, 2022**. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit, construction will commence before **December 31, 2010**. This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

#### **II. RENTAL**

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, in the form of a check or money order payable to Bureau (Address)

of Land Management, DOI. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause. Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

### **III. RESPONSIBILITIES OF THE LESSEE**

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. 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 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.

C. The 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 the 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. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications

Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The 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 the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

#### **IV. LIABILITIES**

A. The Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

## **V. OTHER PROVISIONS**

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.

3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

### C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.

2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.

2. The right to modify the communications site plan as deemed necessary.

3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.

4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.





EXHIBIT B, STIPULATIONS COC33394 Amendment 5  
Bellyache Ridge Communication Site

1. Pursuant to 43 CFR § 1810 the Authorized Officer is the Colorado River Valley Field Office Manager, or his or her Designee.
2. The Bellyache Ridge Communication Site plan shall be incorporated into this lease. The plan will also be included in any renewed leases or right-of-way grants. Provisions of the site plan are enforced through the terms and conditions of the right-of-way or lease authorization. Each lessee is expected to incorporate mandatory BLM lease and site plan requirements into any subsequent agreements with the lessee's tenants and customers. The lessee is also responsible for enforcement of said requirements involving the lessee's tenants and customers. The plan is available on the internet, or a copy is available at the Glenwood Springs Filed Office.
3. The plans, maps, and designs set forth in the application are incorporated into and made a part of this Grant instrument as fully and effectively as if they were set forth herein in their entirety.
4. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices. The lessee shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
5. The holder shall disturb and remove only the minimum amount of soils and vegetation necessary for construction of the communication site facilities authorized herein.
6. No construction or maintenance activities shall be allowed during periods when the soil is too wet to adequately support construction equipment or motorized vehicles. If such use creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction vehicles or equipment.
7. Trash shall be confined in a covered container while construction is in progress. Upon completion, all trash, flagging, laths, etc., shall be removed and hauled to an authorized disposal site.
8. To meet visual management requirements: The generator and appurtenances is required to be painted a **non-reflective gray color** (contact the BLM for color approval).
9. Cultural Resources:  
The National Historic Preservation Act (NHPA) requires that if newly discovered cultural resources are identified during project implementation, work in that area must stop and the agency Authorized Officer notified immediately (36 CFR 800.13). The Native American Graves Protection and Repatriation Act (NAGPRA), requires that if inadvertent discovery of Native American Remains or Objects occurs, activity must cease in the area of discovery, a reasonable effort made to protect the item(s) discovered, and

immediate notice made to the BLM Authorized Officer, as well as the appropriate Native American group(s) (IV.C.2). Notice may be followed by a 30-day delay (NAGPRA Section 3(d)). Further actions also require compliance under the provisions of NHPA and the Archaeological Resource Protection Act.

10. Reclamation/Revegetation: To minimize the potential for noxious weeds to invade and become established, and to aid in restoring a native plant community to the site, all disturbed areas shall be contoured and seeded with the following seed mix:

<u>Common Name</u>	<u>Variety</u>	<u>Application Rate</u> (PLS lbs/ac)
Mountain bromegrass	Garnet	10.5
Bluebunch wheatgrass	Goldar or P-7	6.7
Slender wheatgrass	San Luis	5.0
<b>Total</b>		<b>22.2 PLS lbs/ac</b>

The seed shall be certified free of noxious weeds. Seed may contain up to 2.0 percent of “other crop” seed by weight, including the seed of other agronomic crops and native plants; however, a lower percent of other crop seed is recommended. Seed tags or other official documentation shall be supplied to the Authorized Officer at least 7 days before the date of proposed seeding for acceptance. Seed that does not meet the above criteria shall not be applied to public lands.

Due to the small size of the proposed disturbance, the seed may be broadcast and covered with ¼ to ½ inch of soil with a harrow, rake or drag bar. If the seed is to be drilled, use ½ the application rate above and drill the seed ¼ to ½ inch deep.

11. Noxious Weeds:

If populations of List A or B species (located at website: <http://www.ag.state.co.us/CSD/Weeds/statutes/weedrules.pdf>) are present in the project area, with the exception of redstem filaree (*Erodium cicutarium*) and quackgrass (*Elytrigia repens*), every population shall be eradicated prior to seed development. Additionally, the right-of-way holder shall minimize those noxious and invasive weeds designated as “undesirable species” by the BLM. Undesirable species include redstem filaree and quackgrass, all List C species (e.g. halogeton [*Halogeton glomeratus*] and cheatgrass [*Bromus tectorum*]), and invasive species that commonly colonize disturbed areas and impede or prevent establishment of desirable species (e.g. kochia [*Kochia sieversiana*, *K. iranica*, *K. scoparia*] and Russian thistle [*Salsola australis*, *S. iberica*, *S. kali*]). Since undesirable species are not known to exist in the project area currently, reclamation of the ROW will be considered acceptable when the cover of undesirable species on the project site does not exceed 5%.

If chemical control is necessary, 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 holder shall obtain from the authorized officer written approval of a plan (Pesticide Use Proposal) showing the type and quantity of material to be used, the weed (s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer.

12. The holder shall monitor the ROW for the presence of noxious weeds annually during the growing season (or as frequently as the Authorized Officer determines) for the life of the permit. After consulting with the authorized officer, the holder shall promptly treat and control any State-listed noxious weeds which have resulted from the holder's construction, operation, maintenance or use of the ROW. If chemical control is necessary, 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 holder shall obtain from the authorized officer written approval of a Pesticide Use Proposal (PUP) showing the type and quantity of material to be used, the weed (s) to be controlled, method of application, and any other information deemed necessary by the authorized officer. Emergency use of herbicides shall be approved in writing by the authorized officer prior to such use.
13. The holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601 et seq.), with regard to any toxic substances that are used, generated by or stored on the right-of-way. Additionally, any release of toxic substances (leaks, spills, etc.) in excess of reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
14. It is the Lessee's responsibility to coordinate with all other rights-of-way holders and adjacent landowners to make sure any conflicts are resolved.
15. The holder shall at all times comply with the appropriate FCC operating standards and regulations.
16. This Grant shall not be assignable without written permission of the authorized officer.
17. No above ground power lines or facility lighting are authorized.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010, I, the undersigned have read, understand and accept the terms and conditions of this lease.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

\_\_\_\_\_  
Signature of Holder

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Associate Field Manager

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Effective date of Grant)

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