

City of Deadwood
Yellow Creek Shooting Range Recreation and Public Purposes Lease
SDM-109185
Terms and Conditions

1. Compliance with the Environment Stewardship Plan is required. Modification of the Plan may be allowed in conjunction with BLM approval. An annual meeting will be held between the BLM and the City of Deadwood to review the ESP and authorize future improvements.
2. Tree removal is prohibited from May 1st to September 30 to protect the northern long-eared bat during the active season.
3. Removal of live timber from the lands, including cutting of firewood, is not permitted. Dead and down timber, brush, etc., which must be removed to allow clear visibility for shooting purposes, will be hauled away or piled by the permittee in an agreed upon area to be later burned by the BLM.
4. Wildlife escapable fence/enclosure must be kept up throughout the life of the lease.
5. Berms shall be constructed to NRA standards with the main backstop being a minimum of 20' and the side berms on the pistol range a minimum of 8'.
6. Any berms constructed for backstops shall have an out layer of soil no less than one foot thick free from stones and debris to improve lead retention and to aid in lead recovery.
7. Avoid surface disturbing activities from April 15 to July 15 to protect nesting migratory birds.
8. The permittee shall make every reasonable effort to prevent, control, or suppress any fire in the operating area. All fires must be reported immediately to the Field Manager. After consultation with the lease holder and other fire suppression agencies, BLM may require temporary suspension or limitations on shooting during periods of extreme fire risk.
9. Range and firearm safety rules and procedures must be developed in accordance with the most up-to-date NRA and National Shooting Sport Association standards. A sign plan shall be submitted to the BLM for approval and all signs must be regularly maintained. Signs identifying range procedures, safety measures, hours of operation, firearm standards, trash removal, and uses plus forbiddance of off-road vehicle use will be displayed at conspicuous locations. These signs shall specify that the range is OPEN TO USE BY THE GENERAL PUBLIC.
10. Trap shooting is not allowed due to the proximity of the Yellow Creek Road and private residences.
11. Hours of operation will be 8:00 am to Sunset. The range may be closed to the public by the lessee during special events or law enforcement training. The hours of operation will be included in the R&PP lease.

ATTACHMENT 2

12. Trash receptacles will be placed in conspicuous locations. It will be the responsibility of the R&PP lease holder to remove and dispose of all trash and debris from the site.
13. The lessee shall maintain in force and effect a public liability insurance policy covering the leased area. It shall be in the amount of \$100,000 for property damage and at least \$300,000 for personal injury. A certification on the policy shall be issued to the Bureau of Land Management, 5001 Southgate Drive, Billings, MT 59101. The policy shall stipulate that the authorized officer of the Bureau of Land Management will be notified 30 days in advance of termination or modification of the provisions of the policy that apply to the leased land.
14. The lease holder agrees to operate the area to the standards and guidelines established by the National Rifle Association to the extent they do not conflict with other terms of this lease. The lessee will work with the Bureau of Land Management in development of the site plan to include noise reduction improvements when developing the range. Examples are turning pistol range in opposite direction from residences, shooting structures developed with acoustic panels to muffle sound, as well as other noise reduction improvements available.
15. This R&PP lease will be subject to all prior valid existing rights and reservations of record.
16. The R&PP leaseholder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of public lands under this lease.
17. Disturbance of improvements such as fences, roads, watering facilities, etc., encountered during operation and maintenance under this R&PP lease shall be kept to an absolute minimum. Improvements damaged because of activities of the R&PP lease holder shall be repaired immediately and restored to at least their former state.
18. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the lease holder, or any person working on the lease holder's behalf, on public or Federal land shall be immediately reported to the authorized officer. The lease 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 would be made by the appropriate specialist to determine appropriate actions to prevent the loss of significant cultural or scientific values. The lease holder shall be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the appropriate specialist after consulting with the lease holder.
19. The R&PP lease site shall always be maintained in a sanitary condition. Waste material generated from lease activities at the site shall be collected promptly and recycled. Any objects used as targets such as appliances, vehicles, etc. shall be promptly removed from the location and recycled or disposed of properly.
20. The R&PP lease holder shall take all necessary measures to protect the health and safety of all persons performing operation, or maintenance activities on the R&PP lease and shall immediately alleviate any health or safety hazards.

ATTACHMENT 2

21. The R&PP lease holder shall conduct all activities associated with the operation and maintenance of the lease within the authorized limits of the existing shooting range.
22. In the event that accelerated erosion occurs as a result of the lease, all damage and restoration costs shall be the responsibility of the lease holder.
23. The lease holder is responsible for the prevention and suppression costs of fires on BLM land which are caused by their lease operation.
24. Abandonment: Prior to abandonment of the facilities authorized by this R&PP lease, the lease holder shall contact the authorized officer to arrange a joint inspection of the lease. The inspection will be held to agree on an acceptable abandonment and rehabilitation plan. The authorized officer will approve the plan in writing prior to commencing any abandonment and rehabilitation activities. The plan must include lead and other potentially hazardous substances assessment, clean-up and disposal, re-contouring, storm water management, replacement of topsoil, fertilizing, application of soil amendments, seeding, etc.
25. The Terms and Conditions described may be modified through coordination with the lease holder and the public to address any safety issues, environmental issues, littering, parking, or other issues that arise.
26. By accepting this lease document and, to the extent allowed by law, the lessee agrees to indemnify, defend, and hold harmless the United States from any cost, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from past, present, and future acts or omissions of the lessee, its employees, agents, contractors, or lessees, or any third party, arising out of, or in connection with the lessee use, occupancy, or operations on the real property that has already resulted or does hereafter result in:
 - 1) Violations of Federal, state, and local laws and regulations that are now, or may in the future, become applicable to the real property.
 - 2) Judgments, claims, and demands of any kind assessed against the United States.
 - 3) Cost, expense, or damages of any kind incurred by the United States.
 - 4) Other releases or threatened releases on, into, or under land, property, and other interests of the United States by solid or hazardous waste(s) or substance(s) as defined by Federal and state law.
 - 5) Natural resource damages as defined by Federal and state law; or
 - 6) Other activities by which solid or hazardous substances or wastes, as defined by Federal and state law, were generated, used, stored, released, or otherwise disposed of on the real property, and any cleanup, response, or remedial action, or other action related in any manner to said solid or hazardous substances or wastes.