



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Monticello Field Office  
365 N. Main Street, P.O. Box 7  
Monticello, UT 84535

MAY 28, 2024

In Reply Refer To:  
2860 (UTY020)  
UTU-20066

CERTIFIED MAIL- RETURN RECEIPT  
7019 2970 0001 5520 0752

San Juan County  
Attn: Mack McDonald  
117 South Main, PO Box 9  
Monticello, Utah 84535

Communication Site Lease  
Renewal

## Communication Lease Offered UTU-20066

Enclosed are two copies of an unsigned Communication Use Lease (Form 2800-18), to renew San Juan County (SJC) existing communication lease of a communication site at Cedar Mesa; serial number UTU-20066. This lease would replace any prior BLM right-of-way for this site. Please review the document and if it meets with your approval, **sign and date two copies of the lease and return to the address shown above, the lease can also be e-signed using digital credentials.** Upon our receipt of the signed documents, we will issue the communication site lease, absent any other unresolved issues.

In accordance with 43 CFR 2806.14(a)(2) and CFR 2804.16(a), San Juan County has been determined to be exempt from processing and monitoring fee cost recovery, rental, and reclamation bonding.

Please review the documents, **sign and date two copies of the lease and return to the address shown above, the lease can also be e-signed using digital credentials.** Upon our receipt of the signed documents, will issue the lease, absent any other unresolved issues.

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

If you have any questions regarding your communication site lease renewal application please contact Norbert Norton, Realty Specialist, at (435) 587-1522.

Sincerely,

**JACOB**

**PALMA**

Jacob Palma

Field Manager

Digitally signed by  
JACOB PALMA  
Date: 2024.05.28  
14:35:51 -0600

**Enclosures:**

1. Two Communication Use Lease Forms, UTU-20066
2. Two Stipulations/Terms and Condition UTU-20066

THE UNITED STATES  
Department of the Interior  
Bureau of Land Management

COMMUNICATIONS USE LEASE

San Juan County of 117 South Main  
(Lessee Name) (Billing Address - 1)

PO Box 9 Monticello UT 84535  
(Billing Address -2) (City) (ST) (Zip Code)

THIS LEASE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and San Juan County, 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 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 the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County

of San Juan County, State of Utah; SLM; T. 40 S.; R. 18 E.; sec 21, NW1/4SE1/4  
(Legal Description)

(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 Microwave (MIC) communications facility.  
(Type of Communication Use)

The location of the property is shown generally on the site plan dated N/A for the Cedar Mesa Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B.

- 2 Equipment building 12x8 and 8x8 with radio equipment and solar batteries**
- 40' Lattice Tower on 12x12 concrete pad**
- 4 Microwave antennas and 1 Yagi Interlink**
- Fence with Utah Navajo Health System fence**
- 40 300-watt mounted solar panel system and 8 100-watt solar panel system. Both solar system with mounting stands**
- Road access**

The dated and initialed exhibit(s), 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 12/31/2053. 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 A, construction will commence on N/A (Date)

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 received at the Bureau of Land Management office as noted on the billing statement in the form of a check or money order payable to Bureau 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 (if required), 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.

E. (1). The Lessee must maintain \$ N/A worth of insurance coverage, naming the United States additionally insured on the policies(s), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach 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.

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I, the undersigned have read, understand and accept the terms and conditions of this lease.

\_\_\_\_\_  
(Signature of Lessee)

\_\_\_\_\_  
(Title of Authorized Official)

**User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.**

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

UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature of Authorized Officer)

\_\_\_\_\_  
(Title of Authorized Officer)

\_\_\_\_\_  
(Printed Name of Authorized Officer)

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



## EXHIBIT "A"

### Communication Site Lease Stipulations UTU-20066

#### General

1. In case of change of address, the holder shall immediately notify the Bureau of Land Management (BLM) Authorized Officer.
2. There is reserved to the authorized officer, the right to grant additional rights-of-way/lease or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
3. If at any time hereafter the holder wishes to reconstruct, remodel, or relocate any portion of the right-of-way/lease or change, modify, or add improvements or facilities thereon, the prior written approval of the Authorized Officer must be obtained. The holder must amend this right-of-way/lease grant at any time additional land, equipment, and/or new uses are proposed which are beyond the scope of the existing authorization.
4. Holder may not construct or make access roads or travel cross-county by vehicle to reach the grant area unless prior written approval is given by the Authorized Officer.
5. The holder shall protect all survey monuments found within the right-of-way/lease. 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. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the Authorized Officer and the respective installing authority, if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder 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 monument, the holder shall be responsible for the survey cost.
6. The holder shall conduct all activities associated with the operation and termination of the right-of-way/lease within the authorized limits of the right-of-way/lease.
7. The holder agrees to accommodate the entry/development of other compatible communication uses of the facility on a first-come, first-served basis. If an applicant



agrees to comply with all the terms and conditions for use of the site contained herein, obtains a Federal Communications Commission or Interdepartmental Radio Advisory Committee authorization, and there is space available, the holder may not refuse to enter into a use agreement with applicant. Exceptions to this requirement will be made by the BLM authorized officer on a case-by-case basis.

8. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
9. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5" high.
10. All areas authorized under this lease/grant shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, and equipment.
11. The holder or their contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or their contractors may be held liable for the cost of fire suppression, stabilization and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or their contractors. The holder or their contractors will:
  - a) Operate all internal and external combustion engines on federally managed lands per 36 CFR 261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
  - b) Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
  - c) Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC — 5 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.

Notify the Moab Interagency Fire Center at (435) 259-1850, or 911 immediately of the location and status of any escaped fire. Construction personnel will be trained in basic fire control procedures.

#### Public Health & Safety Environmental Protection

12. Failure of the Holder to comply with applicable law or any provision of this right-of-way/lease grant shall constitute grounds for suspension or termination thereof.
13. Holder shall maintain the right-of-way/lease in a safe, usable condition, as directed by the authorized officer.

14. The holder agrees to indemnify and hold harmless the United States for any and all liability, including injury to persons or damage of property, which may result directly from the use permitted.
15. The Holder of Right-of-Way/lease agrees to indemnify the United States against any liability arising from the release of any hazardous 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 of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way/lease (unless the release or threatened release is wholly unrelated to the right-of-way/lease holder's activity on the right-of-way/lease. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
16. The Authorized Officer may suspend or terminate in whole, or in part, any notice to proceed which has been issued when, in his/her judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
17. The holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et. seq. (1982) with regards to any toxic substances that are used, generated by, or stored on the right-of-way/lease or on facilities authorized under this right-of-way/lease grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761. I -761.193. ) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 1 17 shall be reported as required by the Comprehensive Environmental Response, Compensation, and Liability Act, 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.
18. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting there from, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the Holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.

#### Cultural

19. Any cultural or paleontological resource (historic or prehistoric site or object) or Native American human remains, funerary item, sacred object, or objects of cultural patrimony

discovered by the permit holder, or any person working on their behalf, during the course of activities on Federal land, shall be immediately reported to the BLM Authorized Officer by telephone, with written confirmation. The permit holder shall suspend all operations 100 meters within the discovery and appropriately protect the discovery until an evaluation has been made by the BLM Authorized Officer.

- a. If Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during an undertaking involving BLM managed lands, the parties will comply with the Native American graves Protection and Repatriation Act (NAGPRA) and its implementing regulations at 43 CFR Part 10, Subpart B.
- b. For cultural resources other than Native American human remains, funerary item, sacred object, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the BLM Authorized Officer after consulting with the permit holder. Operations may resume only upon written authorization to proceed from the BLM Authorized Officer.

#### Vegetation/Weeds

20. The holder will be responsible for controlling noxious weeds within the limits of the right-of-way. Noxious weeds are defined as those which are listed by the Utah Commissioner of Agriculture under the Noxious Weed Act, and those declared noxious by the County in which the ROW resides. The holder will employ weed control methods approved in writing by the BLM Authorized Officer. An approved Pesticide Use Proposal (PUP) must be obtained prior to application of herbicides. Upon coordination with the Authorized Officer, the holder may elect to operate under an approved PUP which the BLM holds, or may apply for its own PUP, either through the Authorized Officer or the BLM Utah State Office. A daily Pesticide Application Report (PAR) must be submitted to the Authorized Officer for each day weeds are sprayed on the ROW.

#### Wildlife

21. No surface use, ground disturbance or otherwise disruptive maintenance activities would be allowed from April 1 through July 15 without the completion of migratory bird nest surveys within priority habitats. Surveys would focus on bird species identified as priority bird species in Utah through Partner's in Flight and U.S. Fish and Wildlife Service Birds of Conservation Concern. The need for field surveys will be determined by the BLM wildlife biologist. Based on surveys, the BLM wildlife biologist will determine appropriate buffers and timing limitations.
22. No off road travel, surface use or otherwise disruptive activity would be allowed from December 1 through April 15 within identified crucial winter mule deer and/or elk habitat,

from April 1 to June 15 within Bighorn Sheep habitat for lambing season and from October 15-December 15 within Bighorn Sheep habitat for rutting season. These notices may be waived, accepted, or modified by the BLM authorized officer if either the resource values change or the grantee/operator demonstrates that adverse impacts can be mitigated. The grantee/operator must request in writing an exception for construction, ground disturbance, or otherwise disruptive maintenance activities during this time frame. The request for an exception must include duration of activity (exact start and end dates when the action is needed) and specific activity (including number of people, equipment). The BLM authorized officer will review the request to determine current conditions and potential impacts to bighorn sheep and wintering deer/elk. If construction/activities are authorized, implementation would cease when snow depth is > 6" and/or temperatures are < 10<sup>o</sup> F.

23. Raptor surveys will be required whenever surface use or otherwise disruptive activity is proposed in association with construction, ground disturbance, or otherwise disruptive maintenance activities within raptor nesting habitat. Field surveys shall be conducted according to protocol and determined to be unoccupied by the BLM authorized officer prior to surface disturbance activities. If nesting sites are identified as a result of the surveys, appropriate buffers and timing limitations would be implemented in accordance with BLM's Best Management Practices for Raptors.
24. No surface use or otherwise disruptive activity would be allowed within 0.5 mile of suitable, Utah prairie dog habitat, identified and mapped by Utah Division of Wildlife Resources since 1976 without prior coordination with the authorizing officer. This notice may be waived, accepted, or modified by the BLM authorized officer if either the resource values change or the grantee/operator demonstrates that adverse impacts can be mitigated. The grantee must request in writing an exception for off road travel, surface use, or otherwise disruptive activity within 0.5 mile of suitable Utah prairie dog habitat. The request for an exception must include activity duration (exact start and end dates when the action is needed) and activity description (including number of people, equipment). Prior to authorizing surface disturbing activities the grantee/operator will coordinate with the BLM authorized officer. Protocol level surveys shall be conducted by BLM approved biologists in areas of known occurrence of suitable Utah prairie dog habitat. Utah prairie dog surveys will be conducted during the active season, April 1 August 31. The completed survey reports will be submitted to the BLM wildlife biologist for review. The BLM authorized officer will determine current conditions and potential impacts to Utah prairie dog habitat.

#### Transfer of Federal Ownership/Relinquishment/Assignment

25. In accordance with federal regulations in 43 CFR 2807.21 any proposed transfer of any right or interest in the right-of-way/lease grant shall be filed with the BLM Authorized Officer. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to bound by the terms and conditions of the grant to

be assigned. No assignment shall be recognized unless and until it is approved in writing by the Authorized Officer.

26. In the event that the public land underlying the right-of-way/lease (ROW) encompassed in this grant, or a portion thereof, is conveyed out of Federal ownership and administration of the ROW or the land underlying the ROW is not being reserved to the United States in the patent/deed and/or the ROW is not within a ROW corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the right-of-way, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the holder 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 right-of-way, 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 ROW shall be considered a civil matter between the patentee/grantee and the ROW Holder.
27. Prior to termination of the right-of-way/lease, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way/lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any termination activities.
28. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recontouring, topsoiling, or revegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.
29. The right-of-way/lease shall be relinquished to the United States if the authorized uses are no longer needed.

\_\_\_\_\_ I reviewed the above stipulations for the installation of microwave towers communication facility, UTU-20066 and agree to follow them.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date