



**LAS VEGAS VALLEY
WATER DISTRICT**

1001 South Valley View Boulevard
Las Vegas, NV 89153
(702) 870-2011 • lvwd.com

September 26, 2013

Ryland Homes
8925 West Russell Road, Suite No. 200
Las Vegas, Nevada 89148

Attention: Jeff Stevens, Land Acquisition and Development Manager

**SUBJECT: BRISTLE FALLS DEVELOPMENT - SOUTHWEST CORNER OF DEER
SPRINGS WAY AND CONQUISTADOR STREET**

The Las Vegas Valley Water District (District) staff has reviewed and has no objection to your proposed subject development and site layout, including your plans to request a vacation of a portion of the future Conquistador Street. The District has a perpetual access right to Deer Springs Way through its current Bureau of Land Management Right-of-Way Grant (N-61410, copy attached).

Should you have any questions or require additional information, please contact Susan Mulanax, Right-of-Way Agent at (702) 691-5245.

Sincerely,

Leanne L. Miller, P. E.
Engineering Project Manager

LLM:SRM:mhy
Attachment

Submitted after final agenda

Date 9/26/3 Item 25-26

APN 125-19-301-006

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Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Las Vegas Field Office
Serial Number
N-61410

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1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder Las Vegas Valley Water District receives a right to construct, operate, maintain, and terminate a water reservoir, and pumping station (2745 Zone North Reservoir Site), on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Mount Diablo, Meridian, Nevada
T. 19 S., R. 60 E.,
Sec. 19: NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$.
(15.00 acres)

"As shown on maps at Exhibit B, attached hereto and made a part thereof."

A map showing the location of the right-of-way is on file with the Bureau of Land Management, Las Vegas District (N-61410).

- b. The right-of-way or permit area granted herein is XX feet wide, XX feet long and contains XX acres, more or less. If a site type facility, the facility contains 15.00 acres.
- c. This instrument shall ~~terminate on~~ be granted in perpetuity ~~years from its effective date~~ unless, prior ~~thereto~~, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☐ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest NOT APPLICABLE
- e. Notwithstanding ~~the expiration of this instrument or any renewal thereof~~, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of ~~the expiration, or prior termination, of the grant.~~

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Exhibit A
Special Stipulations
N-61410

1. Sixty (60) days prior to construction activities, cacti and yucca that would be impacted by the project will be salvaged and appropriately transported. All salvaging actions will be coordinated with the Authorized Officer, who will determine how the plants will be used in revegetation. These activities would be coordinated with the Forestry program at BLM.

Mitigation measures for potential impacts to the Las Vegas bear poppy will be determined on a case-by-case basis whenever this species is found in a proposed project area. These activities would be coordinated with the Authorized Officer.

2. Holder shall mark the exterior boundaries of the ROW with stake and/or lath at 20 to 40 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 Holder. Holder shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.

3. Holder shall conduct all activities associated with construction, operation, and termination of this right-of-way within its authorized limits.

4. Any cultural and/or paleontological resources (historic or prehistoric site or object) are discovered by the Holder, or any person working on his behalf, on public or Federal land 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 and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder. Holder shall be responsible for the resultant mitigation costs.

5. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.

Land surface treatment for areas previously undisturbed: Strip the top six inches of soil material with associated plant material over all surfaces to be disturbed by construction. Stockpile this material along the course of construction (inside the right-of-way). At the conclusion, including trench backfilling and compaction, replace the stockpiled soil with plant debris uniformly back on the surface of the disturbed area.

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

6. The Holder shall not violate applicable air and water quality standards or related facility siting standards established by or pursuant to applicable Federal or State law. The Holder shall be responsible for dust abatement within the limits of the (right-of-way/permit/lease) area and is responsible for consultation with the Authorized Officer and local authorities for acceptable dust abatement and control methods (e.g., water or chemicals). The Holder agrees to indemnify the United States against any liability arising from the release of dust on the (right-of-way/permit/lease) area. This agreement applies without regard to whether a release is caused by the Holder, its agent or contractor, or unrelated third parties. If determined necessary by the Authorized Officer, the Holder shall install and maintain fencing or other means acceptable to the Authorized Officer on the boundaries of the (right-of-way/permit/lease) area to preclude vehicular travel or other activities that would increase airborne dust and soil erosion on adjacent public lands.

During excavation, backfilling, contouring, and rehabilitation, the disturbed soil should be sufficiently wetted, chemically treated, or treated by other means satisfactory to the Authorized Officer in order to effectively reduce airborne dust and reduce soil erosion. A regular maintenance program shall include, but is not limited to, soil stabilization and reapplication of dust abatement methods as necessary for the duration of the authorization.

Prior to relinquishment, abandonment, or termination of the (right-of-way/permit/lease), the Holder shall apply permanent dust abatement and control (e.g., rock mulch or other means) acceptable to the Authorized Officer.

7. Holder will comply with the terms and conditions of the Biological Opinion, File No. 1-5-96-F-23R.AMD2, on file at the Bureau of Land Management, Las Vegas Field Office.

- a. Applicants may voluntarily choose to search for and remove tortoises from lands to be disturbed. Applicants who choose to voluntarily search and remove tortoises shall contract or appoint a qualified individual to oversee the process. Only individuals trained to handle desert tortoises in accordance with U.S. Fish and Wildlife Service (FWS) approved guidelines shall be authorized to handle desert tortoises unless they are in imminent danger. Currently, the FWS approved handling guidelines are described in *Guidelines for Handling Desert Tortoises During Construction Projects*, Desert Tortoise Council, 1994. For tortoise removals, the applicant shall make arrangements with Clark County's tortoise pick-up service (702/593-9027) at least 10 days prior to the commencement of tortoise collection.

Tortoises shall not be placed on private lands or lands under management by an agency other than the Bureau of Land Management (BLM) without written permission of the landowner of agency. Results of the tortoise removal will be reported to the Authorized Officer on Form 2, Optional Tortoise Removal Form.

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- b. If a tortoise is in imminent danger with immediate death or injury likely (such as from an approaching vehicle or equipment), and the tortoise has been give the opportunity to move but has withdrawn in its shell and is not moving, on site personnel may capture the tortoise and place it in a clean unused cardboard box or similar container. The Clark County tortoise pick-up service, mentioned above, shall be notified immediately. The contained tortoise will be held in the shade or temperature-controlled environment until removed by the pick-up service.
- c. If the applicant desires, tortoises encountered during construction may be moved out of harm's way to adjacent habitat in accordance with FWS approved protocol described above. If adjacent habitat is not available, arrangements must be made with the Clark County pick-up service for disposition of collected tortoises. Tortoises shall only be moved to adjacent habitat during the period of March 1 through October 31. Between November 1 and March 1, tortoises shall be deposited with the Clark County pick-up service (702/593 9027). Tortoises shall not be placed on private lands or lands under management by an agency other than the BLM without written permission of the landowner or agency. Results of the tortoise removal will be reported to Authorized Officer on Form 2, Optional Tortoise Removal Form.
- d. Holder will pay off-site mitigation (fees) of **\$623.00 per acre** of surface disturbance for all projects that are outside of the "exclusionary zone". This rate will be indexed for inflation based on the Bureau of Labor Statistics Consumer Price Index beginning January 1, 1998. An exception is that there is no mitigation fees for projects impacting less than 0.25 acres. The mitigation fee shall be paid directly to the Desert Tortoise Habitat Conservation Fund (702/730-9999) administered by Clark County. The administrator (i.e., Clark County) serves as the banker of these funds and receives no benefit from administering these funds. **The fees for this project are \$9,345.00.**
- e. Upon locating a dead, injured, or sick endangered or threatened species, Holder shall notify the U.S. Fish and Wildlife Service, Division of Law Enforcement (FWSLE) in Las Vegas, Nevada at (702) 388-6380. Take care in handling sick or injured desert tortoises to ensure effective treatment and care of the handling of dead specimens to preserve biological material in the best possible state for later analysis of cause of death. In conjunction with the care of sick of injured desert tortoises or preservation of biological materials from a dead animal, the Holder is responsible to perform instructions provided by the FWSLE to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- f. Sick or injured desert tortoises shall be delivered to any qualified veterinarian for appropriate treatment or disposal. Dead desert tortoises suitable for preparation as museum specimens shall be frozen immediately and provided to an institution (per their instructions) holding appropriate Federal and State permits. Should no institutions want the desert tortoise specimens, or if it is determined that they are too damaged (crushed, spoiled, etc.) for preparation as a museum specimen, than they shall be buried away from

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the project area or cremated, upon authorization by the FWSLE. The Holder/permittee shall bear the cost of any required treatment of injured desert tortoises, euthanasia of sick desert tortoises, or cremation of dead desert tortoises. Sick or injured desert tortoises that are treated by a veterinarian and survive shall be transferred as directed by the FWS.

8. Holder shall construct, maintain, operate and/or modify structures and facilities as directed by the Authorized Officer to protect and minimize adverse effects upon raptors and other wildlife.

9. Holder shall report wildlife fatalities, including raptor electrocutions, that are discovered or near project facilities.

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

11. The Holders shall be responsible to incorporate monitoring and eradication of noxious weeds that may be found within the areas disturbed by construction into routine facilities inspection and maintenance.

The Holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The Holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the grant stipulations.

The Holder shall be responsible for the requirement of high-pressure washing of all heavy equipment brought in from out of state for both Notice and Plan of Operations, including Plan of Development, level activity.

The Holder shall submit a pasture certification/identification to the BLM Authorized Officer that hay or other vegetation grown for use as mulches is weed free, or a feed lot certification stating that weed free feed was consumed by livestock, in the production of organic (manure) fertilizers.

12. 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 showing the type and quantity of material to be used, pest(s) to be controlled, method of application location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer. The plan must provide the type and quantity of material to be used; the pest, insect, storage and disposal of containers; and other information that the Authorized Officer may require. The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this grant/permit.

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13. Construction sites 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" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, construction waste, petroleum products, ashes and equipment.

14. Holder 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, 42 U.S.C. 6901, et seq.) on this right-of-way. This agreement applies without regard to whether a release is caused by the Holder/permittee, their agent, or unrelated third parties.

No hazardous material or hazardous waste, as defined in this paragraph, shall be used, produced, transported, or stored with the (right-of-way, lease, permit) area at any time.

15. The Holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, Holder/permittee 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 or on facilities authorized under this right-of-way grant (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.)

16. Holder shall report any release of hazardous substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 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 of 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.

17. Holder shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the area authorized by this right-of-way.

18. Holder shall maintain the right-of-way in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, soil stabilization.

19. The Holder shall provide the Authorized Officer (the Assistant Field Manager, Division of Lands) with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the right-of-way, within 90 days of construction completion. Acceptable data formats are:

- (1) Corrected Global Positioning System files with sub-meter accuracy or better, in NAD 27 or NAD 83;
- (2) An AUTOCAD dxf file;
- (3) Or ARCInfo export files on a CD ROM, 100 mb ZIP disk or 1gb Jazz disk.

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Data may be submitted in any of the following formats:

(1) ARCInfo export file;

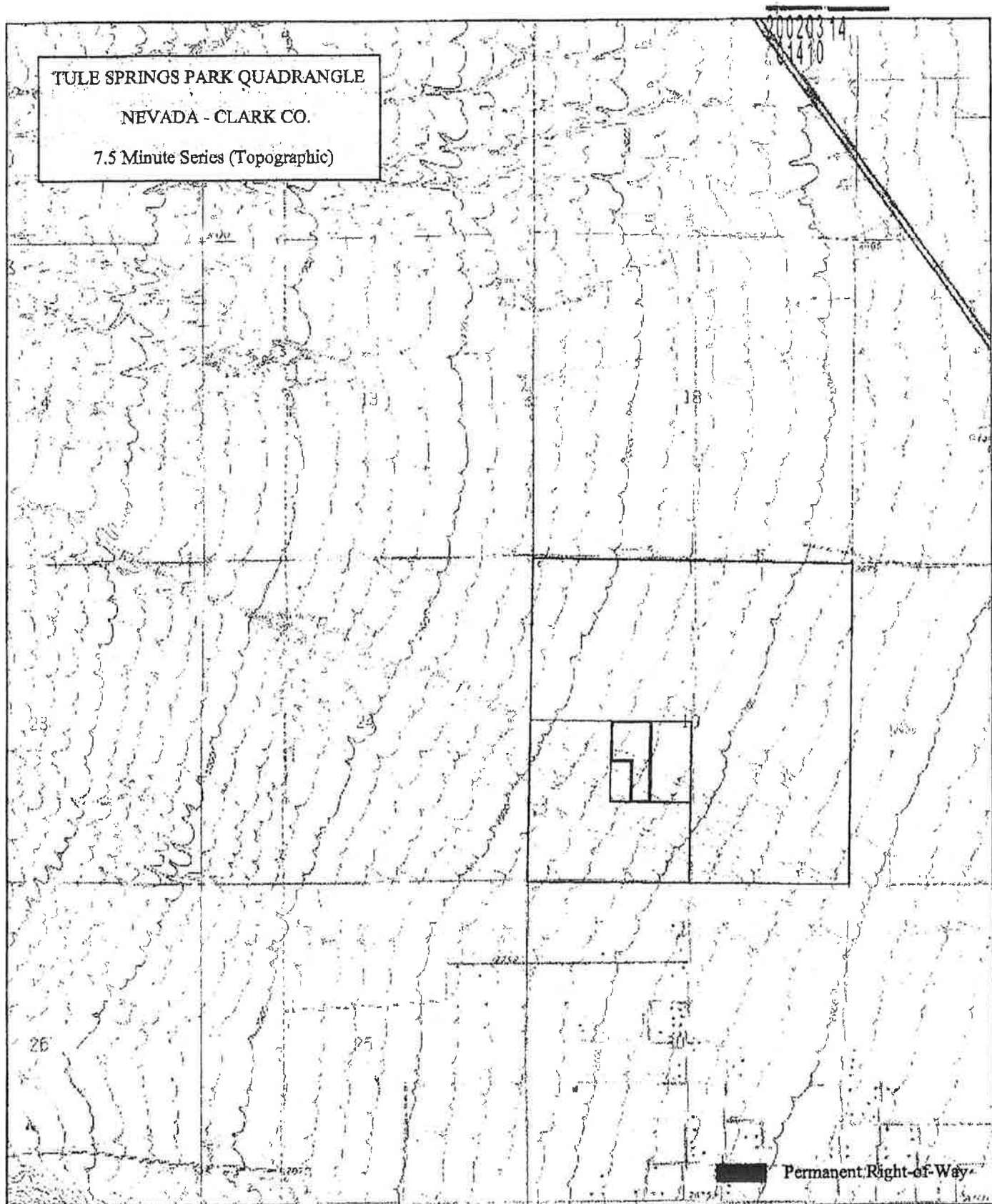
(2) On a 3.5 inch floppy disk in compressed or uncompressed format. Compressed or ZIPed data must include a copy of the UNZIP.EXE file on the disk.

All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact Mr. Robert Taylor, GIS Coordinator at (702) 647-5051.

20. The holder shall protect all survey monuments found within the authorization area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any of the above are to be disturbed during operations the holder shall secure the services of a Professional Land Surveyor or Bureau cadastral surveyor to perpetuate the disturbed monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States and NRS Chapter 329, Perpetuation of Corners. 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 monuments, the holder shall be responsible for the survey cost.

21. The grant would be issued subject to all valid and existing rights.

22. Holder shall maintain copy of the authorization along with stipulations on construction site at all times.



T19S, R60E, SECTION 19
NWNESEW and E2SWNESEW

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Exhibit B

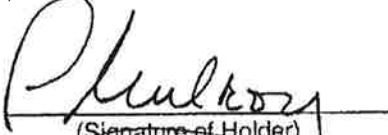
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, and B dated February 19, 2002 attached hereto, 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.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder 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.

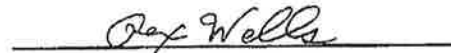
IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.


(Signature of Holder)
Patricia Mulroy

General Manager
(Title)

1/30/02
(Date)

RECORDED FOR
LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BL.
LAS VEGAS, NEVADA 89153
RETURN TO - WILL CALL


Rex Wells

Assistant Field Manager
Division of Lands
(Title)

2/19/2002
(Date)

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LAS VEGAS VALLEY WATER DISTRICT
03-14-2002 13:55 GWC 10
OFFICIAL RECORDS
BOOK: 20020314 INST: 01410

FEE: 23.00 RPTT: .00