



desert conservation
PROGRAM

December 20, 2011

December 20, 2011

Office of Electricity Delivery and Energy Reliability, OE-20
U.S. Department of Energy
1000 Independence Avenue SW
Washington, DC 20585

Re: 2012 Electric Transmission Congestion Study

Dear Sir or Madam:

Thank you for the opportunity to provide information for your forthcoming draft 2012 Electric Transmission Congestion Study. Enclosed please find information pertinent to transmission and other utility projects in the Eldorado Valley, Nevada area. Much of the Eldorado Valley was purchased by the City of Boulder City, Nevada in 1995. New projects or improvements/maintenance of existing projects may occur outside of BLM reserved easement areas, and would be subject to the ordinances of the City of Boulder City, Nevada and may overlap with a desert tortoise conservation easement held by Clark County, Nevada. This landownership and regulatory information should be considered in the subject study.

The Clark County Desert Conservation Program (DCP) administers the Clark County Multiple Species Habitat Conservation Plan (MSHCP) on behalf of the cities of Boulder City, Henderson, Las Vegas, Mesquite, North Las Vegas; Clark County and the Nevada Department of Transportation (NDOT). The MSHCP outlines mitigation actions required to comply with the federal Endangered Species Act and Section 10(a)(1)(B) incidental take permit. The permit allows take of desert tortoise and 78 other species of concern in Clark County. The MSHCP and related documents are available for download on our website (<http://www.clarkcountynv.gov/depts/dcp/Pages/default.aspx>).

The DCP manages an approximately 86,500 acre conservation easement southwest of the City of Boulder City (Boulder City Conservation Easement or "BCCE") as a required mitigation measure for the MSHCP's Section 10 Incidental Take Permit. The BCCE is managed for desert tortoise habitat and natural resource values. The BCCE agreement between Clark County and the City of Boulder City has strict use and access restrictions and requirements that include minimization and mitigation measures recommended by the U.S. Fish and Wildlife Service for any activities not specifically allowable by the BCCE agreement. The Eldorado, McCullough and Marketplace substations are

respect, protect and enjoy our desert!

Office of Electricity Delivery and Energy Reliability, OE-20
U.S. Department of Energy
December 20, 2011
Page Two

completely surrounded by the BCCE, while the Mead substation is located north of the BCCE.

The two enclosed recorded documents describe the requirements of the BCCE. My division would be happy to provide GIS layers of the BCCE and answer any questions that you or project proponents may have. I look forward to assisting transmission project proponents with early planning to ensure compliance with the requirements of the BCCE.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sue Wainscott". The signature is fluid and cursive, with a large initial "S" and "W".

Sue Wainscott
Senior Environmental Specialist

SW/ee

cc: Brok Armantrout

Enclosures

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**INTERLOCAL AGREEMENT
FOR SALE AND GRANT OF A CONSERVATION EASEMENT**

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THIS INTERLOCAL AGREEMENT ("Agreement") is made this 18th day of July, 1994, by and between the CITY OF BOULDER CITY, NEVADA ("Boulder City"), and the COUNTY OF CLARK, NEVADA ("Clark County").

WITNESSETH

1. **WHEREAS, Boulder City is a municipal corporation established pursuant to the laws of the State of Nevada; and,**
2. **WHEREAS, Clark County is a county created under the laws of the State of Nevada; and,**
3. **WHEREAS, Boulder City and Clark County may enter into Agreements for the sale, exchange or conveyance of real property pursuant to Chapter 277 of Nevada Revised Statutes; and,**
4. **WHEREAS, Boulder City anticipates purchasing a fee simple interest in approximately one hundred and seven thousand five hundred (107,500) acres of real property ("Acquired Land") located in Clark County from the Colorado River Commission of Nevada; and,**
5. **WHEREAS, Clark County, in conjunction with Boulder City and other cities within Clark County, ("Participants") have formulated and submitted to the United States Fish and Wildlife Service ("Service") the Desert Conservation Plan, a**

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habitat conservation plan, prepared to fulfill the requirements of Section 10(a) of the Federal Endangered Species Act ("FESA") which may enable the Participants to qualify for and receive a permit issued by the Service which permit will allow the incidental take of the desert tortoise, a threatened species; and,

6. **WHEREAS**, the research conducted in connection with the Desert Conservation Plan has determined that a portion of the Acquired Land is habitat for the desert tortoise and other flora and fauna indigenous to the desert areas of Clark County, and has other natural resource values which should be preserved and protected; and,

7. **WHEREAS**, the portion of the Acquired Lands which the Desert Conservation Plan has determined should be preserved and protected consists of approximately eighty-five (85,000) thousand acres, and is more particularly described in Exhibit A, attached hereto and by this reference made a part hereof (the "Property"); and,

8. **WHEREAS**, the Desert Conservation Plan provides that Clark County shall purchase a conservation easement to preserve and protect the Property as partial mitigation for the incidental take of desert tortoise and the disturbance of its habitat in other areas of Clark County; and,

9. **WHEREAS**, Boulder City desires to sell and convey to Clark County a conservation easement affecting the Property, and Clark County desires to receive and purchase the conservation easement, the form and terms of which are included in Exhibit A, subject only to the completion of the purchase of the Acquired Land by Boulder City and the issuance of the Section 10(a) permit by the Service.

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NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Boulder City and Clark County agree as follows:

1. **Grant and Sale of Easement.** Boulder City agrees that it shall grant and convey to Clark County a conservation easement to preserve and protect the Property containing those terms and conditions set forth in Exhibit A.

2. **Purchase Price.** Clark County agrees to pay to Boulder City the total sum of Three Hundred Thousand (\$300,000) Dollars in consideration of the grant and conveyance of the conservation easement described in Section 1 hereof.

3. **Closing of the Transaction.** The grant and conveyance of the conservation easement to Clark County and the payment of the purchase price to Boulder City shall occur, if at all possible, contemporaneously with the closing of the transaction by which the Acquired Land is conveyed and sold to Boulder City by the Colorado River Commission created pursuant to Chapter 538 of the Nevada Revised Statutes ("Underlying Transaction"), but in no event later than five (5) working days after each of the following events have occurred:

- A. The closing of the Underlying Transaction.
- B. The approval of this Agreement by the Boulder City Council and the Clark County Board of Commissioners.

4. **Right to Rescind.** In the event the Service has not issued the incidental take permit sought by the Participants as more particularly set forth in the Desert Conservation Plan on or before January 1, 1996, then and in that event, Clark County may, at its option, rescind this transaction upon sixty (60) days written notice to Boulder City, in which case, Clark County shall reconvey the conservation easement to Boulder City and Boulder City shall repay the Purchase Price to the County. This Right to Rescind shall survive the Closing of the Transaction, notwithstanding any other provision of law.

5. **Applicable Law.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Nevada.

6. **Entire Agreement.** This Agreement and its attached exhibit sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein.

7. **Recordation.** Clark County shall promptly record this instrument in the official records of Clark County and may be re-recorded at any time as may be required to preserve its rights in the easement.

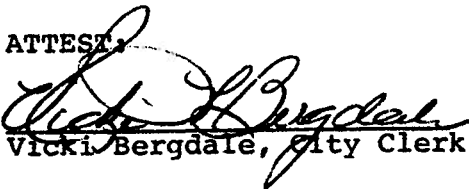
8. **Counterparts.** This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by both parties, and each counterpart shall be deemed an original instrument as against any party who has signed it, and in the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

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IN WITNESS WHEREOF, Boulder City and Clark County have entered into this Agreement effective as of the day and year first above written.

CITY OF BOULDER CITY, NEVADA

ATTEST:


Vicki Bergdale, City Clerk

By:


Its 

CLARK COUNTY, NEVADA

By:


Its YVONNE ATKINSON GATES, CHAIR

ATTEST:


LORETTA BOWMAN, COUNTY CLERK

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EXHIBIT "A"

(Conservation Easement)

EXHIBIT "A"

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RECORDING REQUESTED BY:
MAIL TO:
Clark County
225 Bridger Avenue
Las Vegas, NV 89155
Attn: _____

Above Space for Recorder's Use

CONSERVATION EASEMENT GRANT

THIS CONSERVATION EASEMENT GRANT ("Easement") is made this 18th day of July, 1995, by the CITY OF BOULDER CITY, NEVADA ("Grantor"), in favor of CLARK COUNTY, NEVADA ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of approximately eighty-five thousand (85,000) acres of real property located in Clark County, Nevada, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and,

WHEREAS, the Grantee is a governmental entity formed under the laws of the State of Nevada and is authorized to hold conservation easements for the conservation and protection of natural resources; and,

WHEREAS, the Property contains significant natural resource, ecological and native habitat values as well as various flora and fauna indigenous to the Property (collectively, the "Natural Resource Values") of great importance to Grantor and Grantee; and,

WHEREAS, significant portions of the Property provide habitat for the desert tortoise (*Gopherus agassizii*), a federally listed threatened species as well as habitat for other flora and fauna, indigenous to the Property which Grantor and Grantee desire to preserve, protect, maintain and enhance; and,

WHEREAS, the purchase of this Easement has been offered as a mitigation measure to induce the United States Fish and Wildlife Service ("Service") to issue a permit to allow Desert tortoises to be incidentally taken within Clark County pursuant to the provisions of the federal Endangered Species Act; and,

WHEREAS, by execution of this easement, Grantor covenants and agrees that it shall manage the Property in a manner which will assure that the Natural Resource Values will be preserved, protected, maintained and enhanced; and,

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WHEREAS, in consideration of the payment of the purchase price and in order to assure that the Natural Resource Values of the Property are preserved, protected, maintained and enhanced during the entire term of this Easement, Grantor is willing to convey this Easement to Grantee.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, conditions, and restrictions contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged:

1. **GRANT OF EASEMENT.**

Grantor hereby voluntarily grants and conveys this Easement to Grantee for the purposes and on the terms and conditions hereinafter set forth.

2. **PURPOSE.**

It is the purpose of this Easement to assure that the Property will be retained in a natural condition and to prevent any use of the Property that will impair or interfere with its Natural Resource Values. Grantor covenants and agrees that it shall manage, use and allow the use of the Property for only such activities which do not impair the conservation, protection, restoration and enhancement of the Natural Resource Values, including, without limitation, those involving the preservation and enhancement of the habitat of the Desert tortoise and other flora and fauna indigenous to the Property.

3. **RIGHTS OF GRANTEE.**

To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To enforce the terms of this Easement, and to the extent it deems advisable, to institute measures to preserve, protect, manage and study the Natural Resource Values of the Property, and in particular the habitat of the desert tortoise, in a manner consistent with any habitat conservation plan for the Desert tortoise affecting the Property to which Grantee is a party and which has been executed or approved by the Service.

(b) To enter upon and traverse all portions of the Property other than improved structures at all times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall not unreasonably impair or interfere with Grantor's use and quiet enjoyment of the Property or unreasonably disturb other natural resources existing on the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Property that may be materially damaged by any inconsistent activity or use.

(d) Notwithstanding the foregoing, Grantee shall not construct any trails or other access facilities, or any other improvements on the Property without the prior written approval of Grantor and the Service.

4. PROHIBITED USES.

Any activity on or use of the Property inconsistent or incompatible with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities shall be prohibited, except with the express written consent of the Grantee and the Service:

(a) All motorized vehicle activity, including all competitive and organized events, except on designated roads and trails, which designated roads and events have been approved by the Service in cooperation and consultation with the Clark County Desert Tortoise Implementation and Monitoring Committee or any successor Committee or entity formed or established by Clark County in connection with any Habitat Conservation Plan to benefit the Desert tortoise. ("Monitoring Committee");

(b) All military maneuvers, clearing for agriculture, land fills, and any other surface disturbance that diminishes the capacity of the land to support Desert tortoises and other native flora and fauna;

(c) Grazing by cattle, burros, horses, and domestic sheep;

(d) Commercial flora harvest and fauna collection;

(e) Non-commercial vegetation harvest, except by permit issued by Grantor and relevant State and Federal agencies;

(f) Non-commercial collection of biological specimens, except by permit issued by Grantor and relevant state and federal agencies;

(g) Dumping, refuse disposal, littering and use of herbicides or biocides;

(h) Depositing of captive or displaced desert tortoises or other animals, except pursuant to translocation research projects authorized by the Service;

(i) Uncontrolled dogs out of vehicles;

(j) Except as provided in Section 6 hereof, the construction of any physical improvement without the written consent of the Grantor and the Service; and,

(k) Discharge of firearms, except in connection with hunting or trapping from September through March.

5. LAW ENFORCEMENT.

(a) Grantor shall enact, and at all times keep in full force and effect, all such ordinances, resolutions, orders or regulations as are necessary or convenient to restrict the use of the Property as herein provided, and to allow peace officers as defined in Nevada Revised Statutes, provided by Grantee to cite those violating such ordinances, resolutions, orders or regulations.

(b) Grantor shall allow Grantee to post sufficient signs on and about the Property to adequately inform the public of those uses which are prohibited and permitted on the Property.

(c) Grantee shall contract with state and/or federal land managers or resource agencies to provide peace officers to patrol the Property on a regular basis in order to enforce applicable ordinances, resolutions, orders or regulations adopted pursuant hereto, and, at its discretion, shall cite and prosecute those that engage in such prohibited uses or activities. Grantor shall provide peace officers to monitor activities which it specifically permits to occur on the Property, such as organized off highway vehicle events on designated roads and trails, and at its discretion, shall cite and prosecute those that violate any term or condition of such permitted use.

6. RESERVED RIGHTS.

(a) Grantor reserves to itself, and to its successors, assigns, agents and lessees all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited herein and are not inconsistent or incompatible with the purpose of this Easement. Without in any way limiting the foregoing, Grantor reserves the right to permit the following activities on the Property:

(1) Non-intrusive monitoring of Desert tortoise population dynamics and habitats;

(2) Travel on and maintenance of designated and signed roads and trails;

(3) Non-consumptive recreation activities including, without limitation, hiking, bird watching, casual bicycling, casual horseback riding, and photography;

(4) Parking and camping in designated areas approved by the Service in consultation with the Monitoring Committee;

(5) Fire suppression;

(6) Permitted or otherwise controlled maintenance of utilities and ancillary structures;

(7) Surface disturbances that enhance the quality of habitat for wildlife, enhance watershed protection, or improve opportunities for non-motorized recreation including, without limitation, construction of visitors centers, wildlife water projects, and camping facilities;

(8) Population enhancement of native species; and,

(9) Non-manipulative and non-intrusive biological or geological research, by permit.

(b) In addition to the foregoing, Grantor reserves the following limited rights to use the Property which may have adverse impacts upon the Natural Resource Values; provided, however, that any of the following uses shall be allowed only after it has informed the Service of the proposed use and its location and have incorporated such reasonable measures as may be recommended by the Service to minimize and mitigate any adverse impacts on the Natural Resource Values to the greatest extent practicable:

(1) Grantor may discharge effluent onto the Property from its existing waste water treatment plant or any expansion thereof.

(2) Grantor may construct electrical, water, sewer, gas, drainage and other utilities necessary to service that site described on Exhibit B, attached hereto and by this reference made a part hereof; provided, however, that to the greatest extent practicable, it shall utilize existing rights of way and roads for such purposes.

(c) Commencing fifty years from the date hereof, Grantor may petition the Grantee and the United States Fish and Wildlife Service to remove this Easement from the Property. Grantee and the Service may, but need not, agree to remove the Easement from the Property, but only if they each make the following factual findings after a noticed public hearing:

(1) The Property is no longer required for the survival and recovery of the desert tortoise or any other species located on the Property; and,

(2) Development of the Property will not have a substantial adverse impact upon the Natural Resource Values; and,

(3) Development of the Property will not have a significant adverse effect upon air and water quality in the El Dorado and Piute Valleys; and,

(4) Development of the Property will not have a substantial adverse impact upon the open space and recreational uses allowed on the Property pursuant to the terms of this easement.

In the event Grantee and the Service make each of the foregoing findings, Grantee shall, no sooner than three months after the date of making such findings reconvey the Easement to Grantor. During such three month period, any Nevada state, federal or local governmental entity, or any charitable corporation, charitable association or charitable trust which would be qualified to be a holder of the easement pursuant to the provisions of NRS 111.410, et. seq. may challenge such findings and the intention to reconvey the Easement in any state and/or federal court of competent jurisdiction.

7. **REMEDIES.**

(a) In the event of a dispute regarding whether or not any activity or use is inconsistent with the purposes of this Easement, the parties, or either of them, may submit the question to the Service for a determination; provided, however, that the determination of the Service shall not bind either party. It is the intention of the parties that the final arbiter of consistency with the purposes of this Easement shall lie with the court having jurisdiction over the matter.

(b) If either party determines that the other party is in violation of the terms of this Easement or that a violation is threatened, such party shall give written notice to the other party of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purposes of this Easement, to restore the portion of the Property so injured. If a party fails to cure a violation within sixty (60) days after receipt of notice thereof from the other party, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing such violation within the sixty (60) day period, or fails to continue diligently to cure such violation until finally cured, the aggrieved party may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Natural Resource Values protected by this Easement, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered from Grantor to the

cost of undertaking any necessary corrective action on the Property. If a party, in its good faith and reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Natural Resource Values of the Property, such party may pursue its remedies under this paragraph without prior notice to the other party or without waiting for the period provided for the cure to expire. Each party's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and each party agrees that the other party's remedies at law for any violation of the terms of this Easement are inadequate and that such party shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Each party's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

(c) Any costs incurred by either party in enforcing the terms of this Easement against the other, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by a violation of the terms of this Easement shall be borne by the breaching party. If a party prevails in any action to enforce the terms of this Easement, such party's costs of suit including, without limitation, attorneys' fees, shall be borne by the other party.

(d) Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. ACCESS.

Grantee, its successors, assigns, agents, invitees and licensees shall have the right of access to the Property at all times as provided in Section 2 (b) hereof. No right of access by

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the general public to any portion of the Property is conveyed by this Easement.

9. COSTS AND LIABILITIES.

Except as set forth in this Easement or as otherwise agreed in writing between the parties hereto, Grantor retains all responsibilities related to the ownership, management, operation, upkeep, and maintenance of the Property, and shall hold Grantee free and harmless from and against any and all claims, demands, lawsuits, damages or liability arising out of or in any way connected to the Property, except for those claims, demands, lawsuits, damages or liabilities caused by the negligent or malicious actions or inaction of Grantee or its agents. Grantee shall hold Grantor free and harmless from and against any and all claims, demand, lawsuits, damages or liability arising out of or in any way connected to negligent or malicious actions or inactions of Grantee or its agents in connection with this Easement.

10. ASSIGNMENT.

This Easement is transferable, but only with the written consent of the Grantor and the Service, which consents shall not be unreasonably withheld. Grantee may transfer this easement only to entities authorized to acquire and hold conservation easements under the laws of the state of Nevada. As a condition of such transfer, the transferee shall agree to enforce the terms of the easement and to commit itself to assuring that the conservation purposes that this grant is intended to advance are carried out.

11. SUBSEQUENT TRANSFERS.

Grantor agrees to incorporate the terms of this Easement in any deed of other legal instrument by which Grantor divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and the Service of the transfer of any interest at least fifteen (15) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

12. ESTOPPEL CERTIFICATES.

Upon request by Grantor, Grantee shall within fifteen (15) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

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13. NOTICES.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: City of Boulder City
900 Arizona Street
Boulder City, NV 89005
Attn: City Manager

To Grantee: Clark County
225 Bridger Avenue
Las Vegas, NV 89155
Attn: County Manager

To Service: United States Fish and Wildlife Service
4600 Kietzke Lane, Building C-125
Reno, NV 89502-5093
Attn: Field Supervisor

or to such other address as either party from time to time shall designate by written notice to the other.

14. RECORDATION.

Grantee shall promptly record this instrument in the official records of Clark County, Nevada and may re-record it at any time as may be required to preserve its rights in this Easement.

15. GENERAL PROVISIONS.

(a) The interpretation and performance of this Easement shall be governed by the laws of the State of Nevada.

(b) Any general rule of construction to the contrary notwithstanding, this Easement shall be construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to

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which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

(e) Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, and assigns and shall run in perpetuity with the Property, unless terminated pursuant to Section 6(c) hereof.

(g) The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(h) The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement effective as of the day and year first above written.

Sworn and Subscribed before me

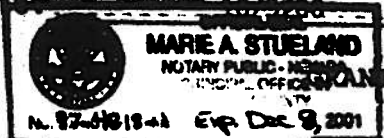
GRANTOR:

~~GRANTOR:~~

CITY OF BOULDER CITY

By: Maria A. Stueland
Notary Public

By: [Signature]
Attest: [Signature]



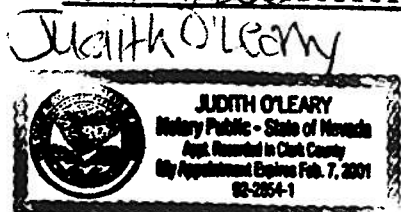
CLARK COUNTY

By: B. L. Woodbury
Bruce L. Woodbury, Chairman

By: [Signature]
YVONNE ATKINSON GATES, CHAIR

Date: Oct. 4, 2000

ATTEST:



[Signature]
KORETTA BONMAN, COUNTY CLERK

EXHIBIT A

DESCRIPTION OF THE DESERT TORTOISE CONSERVATION EASEMENT

In T.23 S., R. 63 E.

The South half, and the South half of the North half of
Section 25.

Section 36.

Those portions of Section 35 southeast of the right-of-way of
US 95.

The South half of Section 26 southeast of the right-of-way of
US 95, and the South half of the Northeast quarter, and
the South half of the Northwest quarter southeast of the
right-of-way of US 95.

In T. 23 S., R. 64 E.

The South half, and the South half of the North half of
Sections 31 and 32.

The South half, and the Southwest quarter of the Northeast
quarter, and the South half of the Northwest quarter of
Section 33.

The Southwest quarter of the Southeast quarter, the South half
of the Southwest quarter, and the Northwest quarter of
the Southwest quarter of Section 34.

In T. 23 1/2 E., R. 64 E.

Fractional Sections 31, 32, 33, 34, and 35.

In T. 24 S., R. 62 E.

Sections 34, 35, and 36.

The South half of Sections 25, 26, and 27.

In T. 24 S., R. 63 E.

Sections 1, 11, 12, 13, 14, 23, 24, 25, 26, 28, and 36.

That portion of Section 2 southeast of the right-of-way of US 95.

The East half of Sections 15 and 22.

That portion of the east half of Section 27 east of the right-of-way of US 95.

The South half of Sections 29 and 30.

The North half and the Southwest quarter of Section 31.

The North half and the Southeast quarter of Section 32.

The Southwest quarter and the North half of Section 33.

The North half of Section 34.

The North half of Section 35.

In T. 23 S., R. 63 1/2 E.

The South half, and the South half of the North half of Fractional Section 36.

In T. 24 S., R. 64 E.

Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33, 34, and 35.

In T. 25 S., R. 62 E.

Sections 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36.

In T. 25, S., R. 63 E.

Sections 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, and 33.

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The West half of Sections 4 and 9.

The East half of Section 5.

The Northwest Quarter of Section 6.

The South half and the Northwest quarter of Section 16.

The Southwest quarter of Section 15.

The West half of Sections 22 and 27.

The West half of Section 34.

In T. 25 S., R 64 E.

Sections 1, 2, 3, 4, 5, and 6.

In T. 26 E., R. 62. E.

Sections 1, 2, 11, 12, 13, and 14.

In T. 26 S., R. 63 E.

Sections 4, 5, 6, 7, 8, 9, 16, 17, and 18.

All in the State of Nevada. Range references above are with respect to Mount Diablo Base and Meridian.

RETURN TO:

MSHCP-COMP PLANNING
3rd floor

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

COMP PLANNING CLARK COUNTY

10-09-2000 16:17 ARD

BOOK: 20001009 INST: 01362

FEE: .00 RPTT: .00

P17

Inst #: 201010080002490
Fees: \$0.00
N/C Fee: \$0.00
10/08/2010 02:53:42 PM
Receipt #: 533909
Requestor:
AIR QUALITY AND
ENVIRONMENT
Recorded By: STN Pgs: 17
DEBBIE CONWAY
CLARK COUNTY RECORDER

AMENDMENT (AGREEMENT NO. 94-A313A) TO THE CONSERVATION
EASEMENT GRANT (AGREEMENT NO. 94-A313) BY AND BETWEEN THE CITY
OF BOULDER CITY AND THE COUNTY OF CLARK, NEVADA ALSO KNOWN
AS THE BOULDER CITY CONSERVATION EASEMENT

Agreement No. 94-A313A

Recording requested by:

Clark County Department of Air Quality and Environmental Management

Return documents to:

Attn: Marci Henson, HCP Plan Administrator

333 North Rancho, Suite 625

Las Vegas, NV 89106



Aptitude
 Clark County, NV Transaction #: **605061**
 Receipt #: **533909**
 Cashier Date: **10/08/2010 2:53:47 PM**
 (STN)

Print Date:
 10/08/2010 2:53:53
 PM

Debbie Conway
 Clark County Recorder
 (702) 455-4336

Customer Information	Transaction Information	Payment Summary
AIR QUALITY AND ENVIRONMENT () 500 S GRAND CENTRAL PKWY LAS VEGAS, NV 89106	Received: FRONT COUNTER Returned: INTER OFFICE Type: Recording Track #: Bin #:	Total Fees \$.00 Total Payments \$.00

1 Payments
NOCHARGE

1 Recorded Items
(AGREE) AGREEMENT AMEND <i>Instrument #: 201010080002490 BK/Pg: 0/0</i> <i>Date: 10/08/2010 2:53:42 PM</i>

0 Search Items

0 Miscellaneous Items

AMENDMENT (AGREEMENT NO. 94-A313A) TO THE CONSERVATION
EASEMENT GRANT (AGREEMENT NO. 94-A313) BY AND BETWEEN THE CITY
OF BOULDER CITY AND THE COUNTY OF CLARK, NEVADA ALSO KNOWN
AS THE BOULDER CITY CONSERVATION EASEMENT

This Amendment is made this 3rd day of August, 2010, by and between the City of Boulder City, Nevada ("CITY") and the County of Clark, Nevada ("COUNTY").

RECITALS:

WHEREAS, the CITY and COUNTY executed an agreement, the Conservation Easement Grant, that created a conservation easement known as the Boulder City Conservation Easement ("Easement") on July 18, 1995, to provide for, among other things, habitat preservation for the Desert Tortoise and other species within the Eldorado Valley; and

WHEREAS, the CITY and COUNTY desire to amend the Conservation Easement Grant to clarify meaning and more properly address the management of the Easement; and

NOW, THEREFORE, the CITY and COUNTY agree to amend the Conservation Easement Grant as follows:

1. Page 3, Section 4. PROHIBITED USES, subsection (a) – delete in its entirety and replace with the following:

"All motorized vehicle activity, including all competitive and organized events, except on designated roads and trails, which designated roads and events have been approved by the Service in cooperation and consultation with Grantee or any Committee or entity formed or established by Grantee in connection with any Habitat Conservation Plan to benefit the Desert tortoise."

2. Page 4, Section 5. LAW ENFORCEMENT, subsection (c) – delete in its entirety and replace with the following:

"Grantee shall provide for peace officers with authority to patrol the Property on a regular basis and enforce applicable ordinances, resolutions, orders or regulations. In addition, Grantor shall provide for peace officers with authority to patrol the Property on a regular basis and enforce applicable ordinances, resolutions, orders or regulations to cover events permitted under subsection 4(a)."

3. Page 5, Section 6. RESERVED RIGHTS, subsection (a)(4) – delete in its entirety and replace with the following:

"Parking and camping in designated areas approved by the Service in consultation with the Grantee."

4. Page 5, Section 6. RESERVED RIGHTS, subsection (b)(1) – delete in its entirety and replace with the following:

“Grantor may discharge treated effluent from its existing waste water treatment plant or any expansion thereof onto that limited portion of the Property set forth in Exhibit B, attached hereto and by this reference made a part hereof.”

5. Page 5, Section 6. RESERVED RIGHTS, subsection (b)(2) – delete in its entirety and replace with the following:

“Grantor may construct or cause to be constructed electrical, water, sewer, gas, drainage and other utilities to support the maintenance and operation of power generating facilities at those sites known as the Energy Zone described in Exhibit C, attached hereto and by this reference made a part hereof. To the greatest extent practicable, Grantor shall use existing rights of way and roads and use Best Practices described in Exhibit D, attached hereto and by this reference made a part hereof, to all construction, maintenance and operational activities.”

6. Page 5 Section 6. RESERVED RIGHTS – add a new subsection (b)(3) to read as follows:

“Grantor may permit construction of utility transmission lines within the easement to connect transmission lines between two federal utility corridors or from a federal utility corridor to one of the three existing electrical substations described in the Eldorado Valley Transfer Act deed from the Colorado River Commission to Grantor dated July 9, 1995 (“deed”). Grantor may also permit modifications to all those rights of way listed in the deed. To the greatest extent practicable, Grantor shall require the use of existing rights of way and roads for such purposes, use the smallest length and width of disturbance, and require the use of Best Practices described in Exhibit D to all construction, maintenance and operation of those utility transmission lines.”

7. Page 8, Section 9. COSTS AND LIABILITIES – delete the title and its contents in their entirety and replace with the following:

“Reserved”

8. Page 9, Section 13. NOTICES – delete in its entirety and replace with the following:

“Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: City of Boulder City
401 California Street
P.O. Box 61350
Boulder City, NV 89006-1350
Attn: City Manager

To Grantee: Clark County
500 S. Grand Central Parkway
Las Vegas, NV 89155
Attn: County Manager
cc: HCP Plan Administrator

To Service: United States Fish and Wildlife Service
1340 Financial Blvd., Suite 234
Reno, Nevada 89502
Attn: Field Supervisor

or to such other address as either party from time to time shall designate by written notice to the other.”

9. Exhibit B, referenced on Page 5, Section 6. RESERVED RIGHTS, subsection (b)(2) – delete in its entirety and replace with “EXHIBIT B – Limit of Boulder City Wastewater Treatment Plant - Treated Effluent Discharge Area,” a copy of which is attached to this Amendment.

10. Add a new exhibit entitled “Exhibit C – Energy Zone Map,” a copy of which is attached to this Amendment.

11. Add a new exhibit entitled “Exhibit D – BEST PRACTICES TO BE USED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF INFRASTRUCTURE TO PASS THROUGH AND WITHIN THE EASEMENT,” a copy of which is attached to this Amendment.

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Except as expressly modified in this Amendment, all other provisions of the Conservation Easement Grant, dated July 18, 1995, shall remain in full force and effect as set forth therein.

IN WITNESS WHEREOF, the CITY and COUNTY have caused this Amendment to become effective on the effective date of the Boulder City ordinance approving this Amendment or the date the Clark County Board of Commissioners approves, authorizes, and executes this Amendment, whichever date occurs last..


CITY OF BOULDER CITY, NEVADA


By: Roger Tobler, Mayor


Attest: Lorene Krumm, City Clerk


Approved as to form: David Olsen, City Attorney

COUNTY OF CLARK, NEVADA


By: Rory Reid, Chairman, Board of County Commissioners

August 3, 2010
Date:


Attest: Diana Alba, County Clerk


Approved as to form:

Exhibit B - Limit of Boulder City Wastewater Treatment Plant - Treated Effluent Discharge Area -

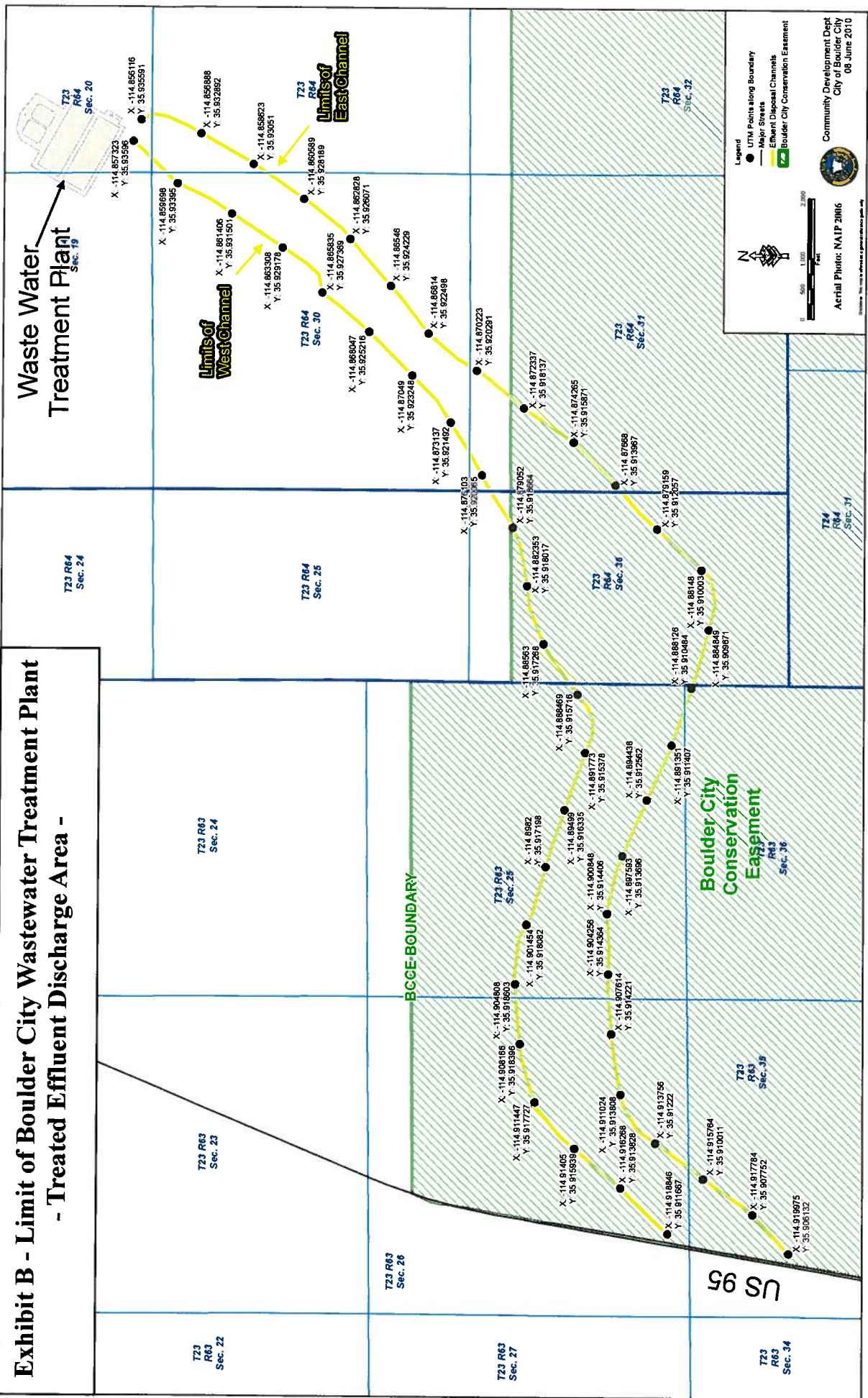


EXHIBIT "C"

Energy Zone Map

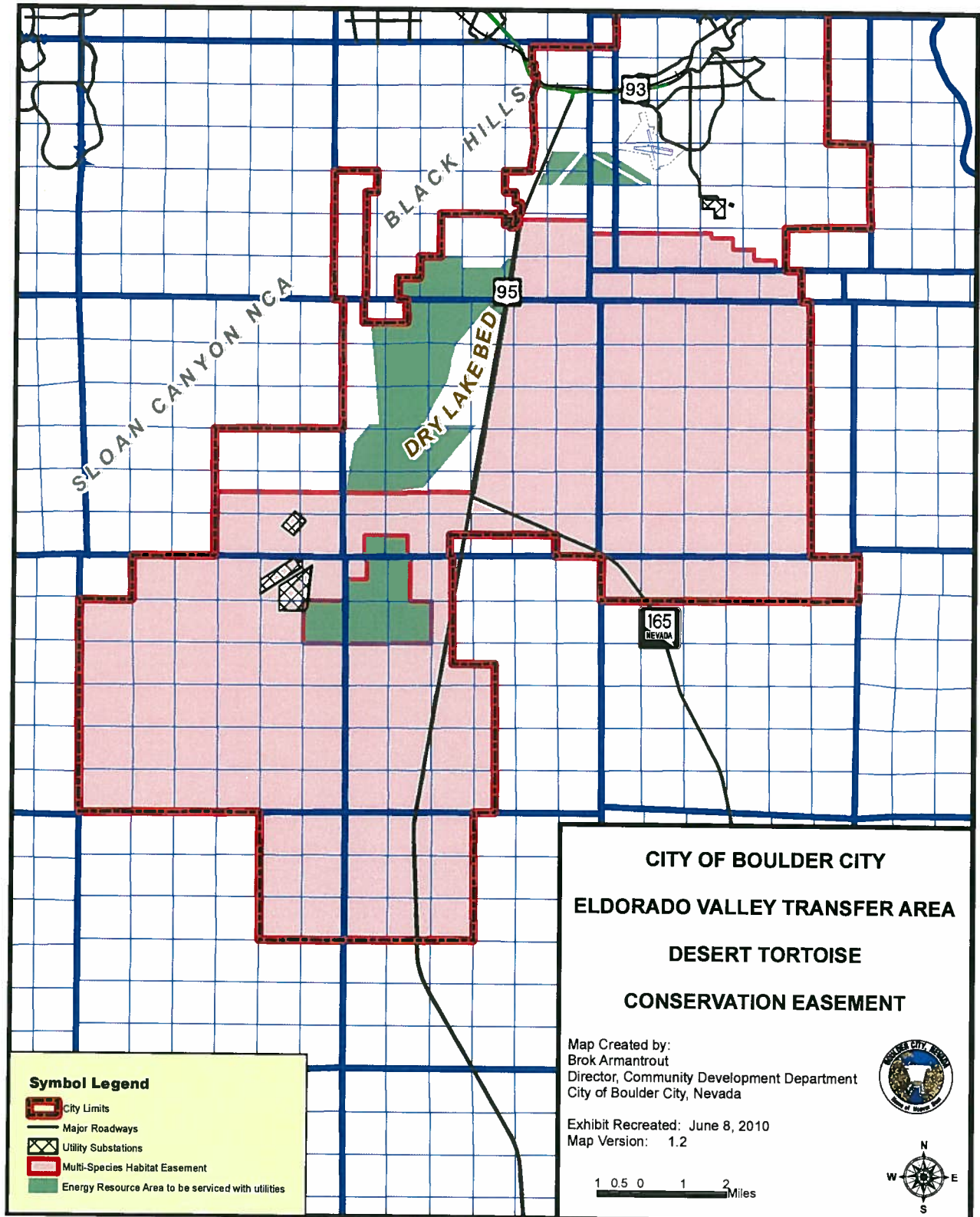


EXHIBIT D

BEST PRACTICES TO BE USED FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF INFRASTRUCTURE TO PASS THROUGH AND WITHIN THE EASEMENT

The sections below describe the requirements for minimization and restoration on the BCCE, an explanation of the categories of disturbance that may be permitted on the BCCE, the parameters of success for restoration activities, and best practices for restoration. These best practices shall be used as part of the evaluation of BCCE special use permit requests.

Goal

The goal for activities that may temporarily or permanently disturb the BCCE is to minimize impacts to the greatest extent practicable. For those areas that are disturbed, the goal for restoration on the BCCE is to restore 100% of the structure and function of areas that have been disturbed.

Standards

In general, minimizing the aerial extent (aka footprint) of disturbed areas for all three categories of disturbance is strongly recommended. In those instances where disturbance is not avoided, restoration shall be required. The objective of restoration is the replacement of 100% of the cover and structure of living and dead native shrubs and perennial grasses. Dead vegetation provides shelter for wildlife and vertical structure (known as “vertical mulch”) that traps and shelters seeds of native species, thus allowing for increased germination rates compared to sites with less overall cover. Restoration will be considered successful when plant cover, density, and species richness of native perennial shrubs and grasses is equal to or 100% of the pre-disturbance values for these measurements, or where pre-disturbance values are not available, equal to or 100% of those values in undisturbed reference areas to be selected by the County.

Site Release / Bond

A bond of sufficient size to fund restoration of the entire area permitted for disturbance shall be posted by the project proponent. Additionally, a fee shall be paid to County to fund long term monitoring of restoration success. Upon City and County review of and acceptance of a project completion report, the City will release 90% of the total bond amount. The project completion report shall document all reclamation activities and include pre and post construction photopoint, qualitative and quantitative monitoring data described above. One year after project completion an additional review of restoration task success will be conducted by City and County to determine if any portion of the remaining 10% of the bond is needed for additional remediation, or if any portion of the remaining 10% can be released to the project proponent.

Categories of Disturbance

Three categories of disturbance are described below : D-1, Overland Drive and Crush; D-2, Clear and Cut; and D-3, Clear and Cut with Soil Removal. Category D-2, Clear and Cut is strongly discouraged and existing access roads shall instead be used to access work areas.

Each category is described in more detail below.

D-1. Overland Drive and Crush.

Disturbance caused by accessing a site without significantly modifying the landscape. Vegetation is crushed but not cropped. Soil is compacted, but no surface soil is removed. Examples include utility line tensioning and pulling areas, tower pad sites, overland access to fiber optic meter sites, salvaged soil or rocks stockpiling areas, and spur roads to electrical distribution line structures. Even though vegetation may be damaged and even destroyed, the surface soil and seed bank remains in place. Some crushed vegetation will likely resprout after disturbance ceases. These activities would result in minimal to moderate disturbance.

D-2. Clear and Cut.

Disturbance caused by accessing the project site, but having to clear all vegetation in order to improve or provide suitable access for other equipment. All vegetation is removed, soils are compacted, but no surface soil is removed. Examples include temporary access roads where the road is improved for access and could include some examples from D-1 above. Clear and cut activities would result in moderate disturbance.

D-3. Clear and Cut with Soil Removal.

Disturbance caused by removing all vegetation in the impact zone, the soils are compacted and the surface soil is displaced and (for projects requiring underground installation) the subsurface soils also are displaced. These activities result in heavy disturbance. Examples include pipelines, buried fiber optic lines, access roads that require grading and filling.

D-1 Overland Drive and Crush Restoration Requirements

Maintenance of transmission lines /Temporary use areas

Disturbance caused by accessing a site without significantly modifying the landscape. Vegetation is crushed but not cropped. Soil is compacted, but no surface soil is removed. Examples include utility line pulling and tension areas, tower pad sites, overland access to fiber optic meter sites, and spur roads to

towers. Even though vegetation may be damaged and even destroyed, the surface soil and seed bank remains in place. Some crushed vegetation will likely resprout after disturbance ceases. General restoration actions include:

Pre-construction:

- 1 Conduct pre-construction monitoring
- 2 Seed collection
- 3 Cactus, yucca and agave salvage and temporarily relocate outside of disturbance area and within the ROW

Post-construction:

- 1 Earthworks: selectively decompact terrain, if required by County, or erase tracks
- 2 Replace salvaged cactus, yucca and agave within areas unlikely to be redisturbed within the ROW
- 3 Reseed
- 4 Install restoration signs
- 5 Monitor

D-2 Clear and Cut Restoration Requirements

Access Roads

Disturbance is caused by removing or cropping all vegetation in the impact zone, the soils are compacted and the surface soil may be displaced. This type of disturbance is caused by creation of new or expanded temporary access roads, and is strongly discouraged. This type of disturbance causes moderate disturbances. Existing access roads shall instead be used to access work areas.

Pre-construction:

- 1 Conduct pre-construction monitoring
- 2 Seed collection
- 3 Cactus, yucca and agave salvage and temporarily relocate outside of disturbance area and within ROW
- 4 Scrape and separate to the side of disturbance surface vegetation (i.e. vertical mulch), surface rocks, and surface soil. In other words, three passes are required – one to collect the vertical mulch and a second pass to collect surface rocks, and a third to collect the surface layer of soil.

Post-construction:

- 1 Earthworks: Replace surface soil, decompact terrain, recontour, replace vertical mulch and rocks
- 2 Process, remove, or color caliche
- 3 Replant cactus, yucca and agave within areas unlikely to be redisturbed within the ROW
- 4 Reseed
- 5 Application of County-approved simulated landscape patina colorant to rocks and/or newly exposed caliche to camouflage the restoration area
- 6 Installation of restoration signs
- 7 Monitor

D-3 Clear and Cut with Soil Removal

Underground Utilities

Disturbance is caused by removing all vegetation in the impact zone, the soils are compacted and the surface soil is displaced, and for project requiring underground installation the subsurface soils are displaced as well. These activities result in heavy disturbance. Examples include pipelines, buried fiber optic lines, and access roads that require grading and filling.

Pre-construction:

- 1 Conduct pre-construction monitoring
- 2 Seed collection
- 3 Cactus, yucca and agave salvage and temporarily relocate outside of disturbance area and within ROW
- 4 Scrape and separate to the side of disturbance surface vegetation (i.e. vertical mulch) and surface rocks, surface soil, and subsurface soil. In other words, three to four passes are required - one to collect the vertical mulch, a second to collect surface rocks, and a third and possible fourth pass to collect each layer of soil depending on depth of disturbance.

Post-construction:

- 1 Earthworks: Replace soils (in proper order), decompact terrain, recontour, replace vertical mulch and rocks
- 2 Process, remove, or color caliche
- 3 Replant cactus, yucca and agave within areas unlikely to be redisturbed within the ROW
- 4 Reseed
- 5 Application of County-approved simulated landscape patina colorant to rocks and/or newly exposed caliche to camouflage the restoration area

- 6 Installation of restoration signs
- 7 Monitor

Detailed Descriptions of Restoration Requirements

The restoration plan shall be divided into four sections: 1) Survey and Planning Activities, 2) Pre-construction Actions, 3) Post-construction Actions, 4) Monitoring. These sections shall describe sequential actions for a project, and each is described in more detail below.

Survey and Planning Activities

The following is a description of survey and planning activities required of proponents prior to the start of pre-construction actions. This includes 1) project area survey, 2) identification of disturbance levels, 3) seed collection, 4) special status plant inventories, 5) determination of restoration actions, and 6) report to City and County.

1. **Project Area Survey.** All aspects of the project shall be surveyed including but not limited to permanent facility locations, permanent access roads, temporary use areas, stockpiling areas, pulling and tensioning sites, tower locations, spur roads, and temporary access roads. Surveys shall be recorded as GPS point features and delivered to the City and the County as ArcView shapefiles or ArcInfo export files. Baseline pre-construction qualitative and quantitative monitoring of vegetation shall be performed by the project proponent to document the pre-construction conditions.
2. **Identification of Disturbance Levels.** Disturbance levels will be identified for each portion of the project area, and depicted on a map at a scale of no greater than 1:2,400.
3. **Seed Collection.** An appropriate seed mix for the project area shall be developed and approved by the City and the County as part of the project application process. If the project area includes more than one habitat type, the restoration plan may be divided into 2 or more zones with different seed mixes required for each zone. Seed collection activities may occur when seeds are available. Seed collection may be conducted on public lands (not on the BCCE) or acquired through an approved seed company and be conducted by an approved/qualified seed company. Only mature seed shall be collected. Pounds of seed will be calculated based upon approved seed mixture and seeding rate.

If collecting seed, no more than 50 percent of seed shall be collected from any one population. After collection, the seeds shall be cleaned, tested for pounds live seed, certified weed free, and stored. All seeds shall be stored dry in a dry insect/rodent proof container that is labeled with location and date of collection and collectors name. A summary of seed collected or procured shall be provided.

4. Special Status Plant Inventories. If requested by County, special status plant inventory surveys consisting of transect lines that cover 100% of potential habitat shall be conducted. Transect lines walked and encountered plant individuals shall be recorded as GPS point features and delivered to the City and the County as ArcView shapefiles or ArcInfo export files). A summary of findings shall be provided.
5. Determination of Restoration Actions. Determination of proposed restoration activities shall be provided. Restoration actions shall be depicted on maps at the same scale as those provided for disturbance levels.
6. Report to City and County. A report shall be provided to and approved by the City and the County prior to the start of pre-construction activities that includes all information identified above.

Pre-construction Actions

The following is a description of restoration actions that shall be performed prior to the construction of the project. This includes 1) pre-construction monitoring; 2) salvage of cactus, yucca and agave; 3) salvage of vertical mulch and surface rocks; and 4) salvage of surface and subsurface soils.

1. Pre-construction Monitoring. The project proponent shall conduct monitoring as described below to establish the baseline conditions in the area to be disturbed. The photos, field data sheets, data tables and summary information shall be reported and provided to County prior to the start of salvage activities, with the exception of cactus, yucca and agave flagging.
2. Salvage of Cactus, Yucca and Agave: The project applicant shall identify on site with flagging tape all cacti, yucca and agave that are present within the construction area and will mark the north orientation for all cacti. During survey all yucca clusters shall be counted as separate plants. This flagging and survey may be conducted during pre-construction monitoring. A list describing quantity and species will be forwarded to the City and the County upon completion of task.

Project proponent shall obtain any necessary permits to handle cactus, yucca and agave from the Nevada Division of Forestry. All cacti, yucca, and agave under 8 feet (2.4384 m) in height will be salvaged, except for cylindropuntia cacti (aka cholla), including *Opuntia echinocarpa*, *O. acanthocarpa*, and *O. ramosissima* over 3 feet (0.9144m) tall. Any individuals over the heights noted above are not required to be salvaged and will instead become a part of the salvaged "vertical mulch". All live

cactus to be salvaged will be tagged in such a way to note the north-facing side of each individual prior to removal from the soil.

Salvaged live cactus, yucca and agave shall be removed with no less than 2 inches (5.08 cm) of the root structure intact. Salvaged live material shall be shaded until moved to the temporary storage area, stored on site within the right of way, and heeled-in (temporarily planted) to a depth of no more than original depth of soil cover, with all cactus heeled-in with their original north-south orientation. All salvaged live material shall be irrigated once after heeling-in.

3. **Salvage of Vertical Mulch and Surface Rocks.** After completion of cactus, yucca and agave salvage and storage, remaining live and dead above ground vegetation materials shall be removed and stored within ROW for future restoration use as vertical mulch. Other perennial native vegetation is not salvaged live due to low rates of success compared with other restoration methods and higher costs associated with live salvage, as described in S. R. Abella and A.C. Newton's 2009 publication in the *Arid Environments and Wind Erosion* journal.

Rocks no larger than 12 inches (30.48 cm) in diameter, gravel and cobble on the surface shall be removed and stored in small piles or windrows within the ROW for later replacement in area of salvage. Larger rocks and boulders that must be removed for construction should also be salvaged. Under no circumstances shall cactus, yucca or agave be buried by the salvaged rock or vertical mulch piles.

4. **Salvage of Surface and Subsurface Soils.** The top 4 inches (10.16 cm) of soil shall be scraped and stored in uncompacted piles no more than 4 feet (1.219 2 m) high within the ROW. The salvaged top soil shall not be mixed with deeper soils, as this decreases the viability of seeds found in the topsoil, as described in S. J. Scoles-Sciulla and L. A. DeFalco's 2009 publication in the *Arid Land Research and Management* journal.

To the extent practical, root crowns and roots of perennial vegetation shall be left in place to assist recovery of the area post-construction.

Subsurface soils that must be removed for construction purposes shall also be salvaged and stored in piles separate from the salvaged top soil within the ROW. Under no circumstances shall cactus, yucca or agave be buried by the salvaged soil piles.

Post construction activities

The following is a description of the actions that may take place after the end of construction. This includes 1) earthworks, 2) decompact terrain and recontour drainage, 3) process, remove, or color caliche, 4) erase equipment tracks, 5)

replace vertical mulch and surface rocks, 6) replant cactus, yucca and agave 7) reseed, 8) install restoration signs and 9) post-construction monitoring.

1. Earthworks. Replace salvaged soils in proper order, mixing each layer slightly with the top 1 inch (2.54 cm) of the lower layer. Once all soils are replaced, rake or harrow to create microtopographic features that will greatly enhance restoration success as described in Abella and Newton's above 2009 publication.
2. Decompact Terrain and Recontour Drainage. Decompact soils by ripping and/or harrowing soils in areas that were impacted and/or compacted by the project, unless that compaction is part of the approved project design. Recontour soils to restore natural drainage patterns, or recontour to conform to approved project design.
3. Process, Remove, or Color Caliche. Any cut rocks or newly exposed caliche shall be recolored with a County-approved permanent, non-toxic, landscape colorant, such as Permeon ©.
4. Erase Equipment Tracks. Remove tracks made by equipment by manual raking or other means that will not compact the soils. Rake or harrow as above to create microtopographic features that greatly enhance restoration success as described in the above 2009 publication by Abella and Newton.
5. Replace Vertical Mulch and Surface Rocks. Replace surface rocks by partially burying any large boulders or rocks and placing salvaged cobble and gravel to mimic surrounding, undisturbed areas. This camouflages site and reduces likelihood of vandalism or illegal vehicular use that might jeopardize restoration success. Position vertical mulch to mimic the density and vertical structure of vegetation prior to construction, burying each dead shrub or cactus partially to reduce loss to wind.
6. Replant Cactus, Yucca and Agave. Salvaged cactus, yucca and agave shall be replanted in restored areas not likely to be redisturbed in the next 10 years. Cactus will be replanted so that marked North indicator again faces north. All salvaged cactus, yucca and agave will be planted to mimic the pre-construction distribution of each species, and in densities similar to pre-construction density.
7. Reseed. During the months of September – December, the County-approved, certified weed-free seed mix shall be applied to the entire prescribed disturbed area at a rate of no less than 125 live seeds per square yard (150 live seeds per square meter). If different zones were prescribed by the County, seed mixes shall only be used in the

appropriate zones. Seeded areas should be raked or dragged to cover the seeds with approximately 1 inch (2.54 cm) of surface soil material.

8. Install Restoration Signs. Where restoration areas abut or intersect permanent utility roads or other roads that are designated "open" by the land manager, or other public roads, signs shall be posted within the project ROW, oriented so the sign surface is visible to those roads, and shall identify the area as a restoration area that should not be disturbed. The sign shall also identify the project proponent. If the restoration is adjacent and parallel to such a road described above, signs shall be posted every 500 feet (152.4 m). Signs shall be maintained by project proponent for a period of 5 years after restoration project is declared complete by County and City.
9. Post-construction Monitoring. As further described below, the project proponent is responsible for a monitoring event post construction, and the first year of monitoring after project completion has been accepted by the City and County. Project proponent is also responsible for funding the 5 years of post-restoration monitoring that will be conducted by County to determine the effectiveness of restoration techniques.

10.

Monitoring

The following are the types of monitoring required before construction, during the construction and restoration activities, and after restoration activities have been completed.

Baseline pre-construction monitoring. Baseline pre-construction qualitative and quantitative monitoring shall be performed by the project proponent to document the pre-construction conditions.

Post-construction monitoring. A minimum of 6 years of post-construction qualitative and quantitative monitoring will take place for each project. Project proponent shall conduct year one of six, and shall provide funds to the City and County for County to conduct monitoring in years two through six.

Compliance monitoring

Compliance monitoring by the City and/or the County may take place throughout the term of the project. The goal of compliance monitoring is to determine if the activity (including minimization and restoration actions) is progressing as approved by the City and the County.

Qualitative monitoring

The goal of qualitative monitoring is to document site conditions and evaluate the need for remediation to ensure that sites are progressing toward the success standard. *Photo points* will be established to document the pre-construction and post-construction restoration state of the vegetation and soil in each year of

monitoring (a total of at least 7 years of photos.) Photo monitoring methods are described in a technical report produced for the US Forest Service by F. Hall in 2002. The title of the technical report is General Technical Report PNW-GTR-526 and it is available here: <http://www.fs.fed.us/pnw/pubs/gtr526/>

Quantitative monitoring

Special Status Plant Species Monitoring, if requested by County, will be conducted using transects that cover 100% of potential habitat. Inventory efforts must be recorded as GPS line features and all species status species encountered must be recorded as GPS point features and delivered to the City and the County as ArcView shapefiles or ArcInfo export files.

Weed Species Richness is measured by counting the number of weed (non-native) plant species present within a sample unit. A list of all non-native plant species observed during the project will also be provided.

Native Plant Species Richness is measured by counting the number of native plant species present within a sample unit. A list of native plant species encountered within the sample units or observed during the project will be provided.

Native Perennial and Grasses Cover is measured by estimating the percentage of ground covered by living and dead native perennial and native grass species within a sampling unit

Native Perennial and Grasses Density is measured by counting the number of individuals of each native species within a sampling unit and dividing by the area of that sampling unit.