

CATEGORICAL EXCLUSION CHECKLIST

Project Name: Renewal of Grazing Leases on the Carson Lake and Pasture, Newlands Project, Nevada

CEC Number: LO - 2012-1030

Cost Authority: A20 1912 4999 100 00 0 0

Date: January 11, 2013

Exclusion Category: *516 DM 6 Appendix 9.4.D.8.* - Renewal of existing grazing, recreation management, or cabin site leases which do not increase the level of use or continue unsatisfactory environmental conditions.

Nature of Action: The proposed action is to renew livestock grazing leases on the Carson Lake and Pasture. This CEC will cover renewal of these leases until December 31, 2013, or until the transfer is complete, if prior to this date. Public Law 111-8 authorized an extension of the compliance deadline from June 30, 2010 to June 30, 2012, in the transfer of Carson Lake and Pasture to the State of Nevada. (Public Law 101-618 authorized the original transfer to the state of Nevada.)

The Carson Lake and Pasture grazing area includes 29,000 acres of Reclamation withdrawn land in Churchill County. The period of use is from April 1 through November 15. The grazing area is located on the USGS Carson Lake, South of Fallon and Grimes Point quad sheets (see attached map).

Permittees: Lyle deBraga, Corkill Brothers, Marie Duncan, Danielle Guazzini, Ted Guazzini, Richard Harriman, Charlie Knittle, Diana Gonzalez, Larry Kyte, Tammy Lee, Richard Payne, Marie Sherman, Bill Washburn and Aaron Williams.

The grazing must abide by the following management requirements that provide for environmental protection:

1. Proper range management must be practiced to prevent overgrazing.
2. All State and local laws and regulations regarding brucellosis vaccinations and branding of livestock must be complied with.
3. Fences and ditches are to be kept in good state of repair.
4. Reasonable precautions must be taken to prevent forest, brush and grass fires.
5. No contamination of lands, waters or facilities owned by the United States or administered by Reclamation is allowed. Compliance must occur with all applicable Federal, State and local laws and regulations, and Reclamation policies concerning hazardous materials.

In addition, grazing is managed by the Truckee Carson Irrigation district (TCID) in accordance with the annual Management for Livestock Grazing Administration at Carson Lake and Pasture (Attachment 1).

Location: The Carson Lake and Pasture is south of Fallon, Nevada.

Mount Diablo Base and Meridian
 Township 16 North, Range 29 East;
 Township 17 North, Range 29 East;
 Township 18 North, Range 29 East;
 Township 16 North, Range 30 East;
 Township 17 North, Range 30 East;
 Township 18 North, Range 30 East

Evaluation of Criteria for Categorical Exclusion

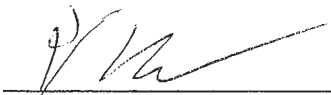
1.	This action would have a significant effect on the quality of the human environment. (40 CFR 1502.3).	No ☒ Uncertain ☐ Yes ☐
2.	This action would have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2) (E) and 43 CFR 46.215 (c)].	No ☒ Uncertain ☐ Yes ☐
3.	This action will have significant impacts on public health or safety (43 CFR 46.215(a)).	No ☒ Uncertain ☐ Yes ☐
4.	This action would have significant impacts on such natural resources and unique geographical characteristics as historic or cultural resources; parks, recreation and refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principle drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O. 11988); national monuments; migratory birds; and other ecologically significant or critical areas (43 CFR 46.215 (b)).	No ☒ Uncertain ☐ Yes ☐
5.	The action would have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risk	No ☒ Uncertain ☐ Yes ☐

	(43 CFR 46.215 (d)).		
6.	This action would establish a precedent for future actions or represent a decision in principle about future actions with potentially significant environmental effects (43 CFR 46.215 (e)).	No ☒ Uncertain ☐ Yes ☐	
7.	This action would have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects (43 CFR 46.215 (f)).	No ☒ Uncertain ☐ Yes ☐	
8.	This action would have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by the bureau (in coordination with a Reclamation cultural resources professional, RM LND 02-01 D(1)(a)) (43 CFR 46.215 (g)).	No ☒ Uncertain ☐ Yes ☐	
9.	This action would have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species (43 CFR 46.215 (h)).	No ☒ Uncertain ☐ Yes ☐	
10.	This action would violate a Federal, State, local, or tribal law or requirement imposed for protection of the environment (43 CFR 46.215 (i)).	No ☒ Uncertain ☐ Yes ☐	
11.	This action would have a disproportionately high and adverse effect on low income or minority populations (E.O. 12898) (43 CFR 46.215 (j)).	No ☒ Uncertain ☐ Yes ☐	
12.	This action would limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (E.O. 13007 and 43 CFR 46.215 (k)).	No ☒ Uncertain ☐ Yes ☐	
13.	This action would affect Indian Trust Assets. (To be completed by Reclamation official responsible for ITAs) (S.O. 3175; Policy Memorandum dated 12/15/93).	No ☒ Uncertain ☐ Yes ☐	
14.	This action would contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act, E.O. 13112, and 43 CFR 46.215 (l)).	No ☒ Uncertain ☐ Yes ☐	

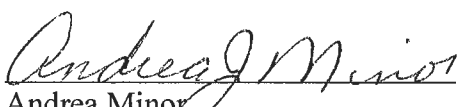
NEPA Action Recommended: Categorical Exclusion ✓ EA EIS

Environmental commitments, explanation, and/or remarks:

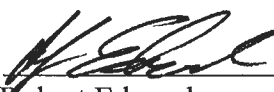
See the attached correspondence from Patricia Rivera regarding Item 13 (Indian Trust Assets).

Prepared by: 
Peter J. Neugebauer
Water and Land Specialist

01/23/2013
Date

Recommended: 
Andrea Minor
Natural Resource Specialist

1/23/13
Date

Concurrence: 
Robert Edwards
Resource Division Manager

1/24/2013
Date

Approved: 
Terri Edwards
Deputy Area Manager

1/25/13
Date

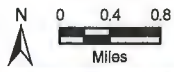
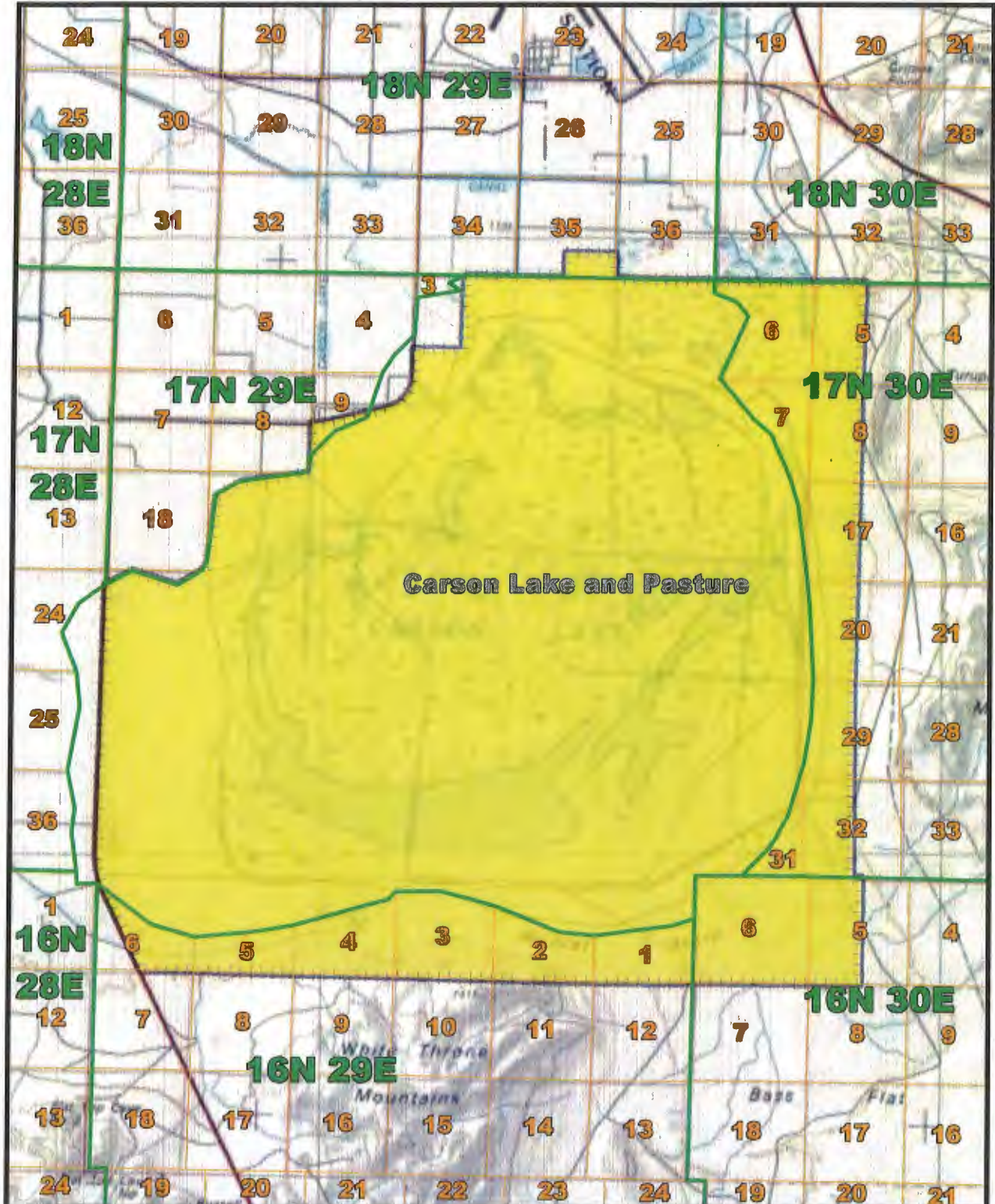


EXHIBIT: A

Township & Range: 18N 30E

Carson Lake and Pasture





Signed, Andrea J. Minor <aminor@usbr.gov>

Re: ITA request for CLP grazing leases

MESSAGE

RIVERA, PATRICIA <privera@usbr.gov>

Mon, Jan 14, 2013 at 11:04 AM

To: "Minor, Andrea" <aminor@usbr.gov>

Andrea,

I reviewed the proposed action to renew livestock grazing leases on the Carson Lake and Pasture. This CEC will cover renewal of these leases until December 31, 2013, or until the transfer is complete, if prior to this date. Public Law 111-8 authorized an extension of the compliance deadline from June 30, 2010, to June 30, 2012, in the transfer of Carson Lake and Pasture to the State of Nevada.

The Carson Lake and Pasture grazing area includes 29,000 acres of Reclamation withdrawn land in Churchill County. The period of use is from April 1 through November 15. The grazing area is located on the USGS Carson Lake, South of Fallon and Grimes Point quad sheets.

The proposed action does not have a potential to affect Indian Trust Assets.

Patricia

On Fri, Jan 11, 2013 at 1:31 PM, Minor, Andrea <aminor@usbr.gov> wrote:

Hello ladies,

Attached is an ITA request for a CEC concerning renewal of grazing leases on the Carson Lake and Pasture. The map is attached as part of the request form. If you have any questions, please let me know. Thanks!
Andrea

--

Andrea J. Minor
Natural Resource Specialist
Lahontan Basin Area Office
775-884-8366

**UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

**NEWLANDS PROJECT
MANAGEMENT AGREEMENT FOR LIVESTOCK GRAZING
ADMINISTRATION AT CARSON LAKE AND PASTURE**

This Agreement is made this 21st day of December, 2018, pursuant to the Act of June 17, 1902 (32 Stat. 388), Section 10 of the Act of August 4, 1939 (53 Stat. 1187) and all acts amendatory thereof and supplementary thereto, hereinafter referred to as "Reclamation Law", among the UNITED STATES OF AMERICA, herein called the "*United States*", represented by the Officer executing this lease, the TRUCKEE-CARSON IRRIGATION DISTRICT of Nevada, organized and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at Fallon, Nevada, herein called the "*District*".

RECITALS:

The *United States* constructed the Newlands Project, which is now being operated and maintained by the *District* in accordance with that certain contract signed November 25, 1996, with an effective date of January 1, 1997 (Contract No. 7-07-20-X0348), hereinafter styled the "District-Government contract". The lands hereinafter described, known as Carson Lake and Pasture, were withdrawn from the public domain by the *United States*. Pursuant to PL 101-618, Carson Lake and Pasture are to be transferred to the STATE OF NEVADA, represented by its Department of Wildlife, herein called the "*State*" for use as a wildlife management area. The *United States* and the *State* have entered into an agreement, Contract No. 10-LC-20-0142, providing for the interim management of wildlife and public use at Carson Lake and Pasture. The *United States* has no objection to the continuation of the Carson Lake Pasture Advisory Committee, which shall act in an advisory capacity only in reporting to the *United States*, *District* and the *State* on matters pertaining to the management of the Carson Lake and Pasture. Pursuant to the terms of the District-Government contract, responsibility for grazing administration lies with the *United States*. Pending actual transfer of the described lands to the *State* and pursuant to the District-Government contract, authority to issue grazing permits resides with the *United States*. All parties agree that it is mutually beneficial for the *District* to continue daily operation and maintenance of the livestock grazing program.

THEREFORE, IT IS AGREED:

1. In consideration of the covenants herein contained, the *United States* shall issue grazing permits and receive all grazing revenues and the *District* shall operate and maintain the livestock grazing operation at "Carson Lake and Pasture", more particularly described as follows:

CARSON LAKE AND PASTURE

Mount Diablo Base and Meridian, Churchill County, Nevada

See legal description on attached Exhibit A.

2. There are reserved from this Agreement as described above, the following:
 - (a) All lands to which private rights have lawfully attached prior to the date of this lease.
 - (b) The rights-of-way for ditches and canals as provided by the Act of August 30, 1890 (26 Stat. 391).
 - (c) All rights-of-way heretofore acquired for highways, railroads, irrigation works, or for any other purpose.
 - (d) The right to remove any or all timber, both standing and down.
 - (e) The right to take material for the construction of irrigation works, and to construct, operate and maintain such works thereon.
 - (f) The right of the officers, agents, employees, licensees, lessees and permittees of the *United States*, at all proper times and places, to have ingress to, passage over, and egress from all of the described lands. The *District* shall provide keys and/or combinations to all locked gates on the described lands at no cost to the *United States* on or before the effective date of this Agreement, for the purpose of exercising, enforcing and protecting the rights described in and reserved by this article or to make investigations of all kinds, dig test pits and holes, to survey for and construct reclamation and irrigation works and other structures and appurtenances incident to said reclamation and irrigation works.

3. The *United States* agrees to carry over all calendar year 2012 grazing permittees for the 2013 grazing season, while reserving the right to change the method of issuing grazing permits in the future. General policy requires the *United States* to issue grazing permits or leases through competitive means, either by sealed bids or public auction.

Each permittee shall be allowed to enter up to the same number of head as entered during the 2012 grazing season. No permittee will be allowed to increase the number of head entered into the Carson Lake and Pasture.

4. The term of this Agreement shall be the period of January 1, 2013 through December 31, 2013, unless sooner terminated as provided in Article No. 8.
5. The *United States* reserves the right to dispose of any portion or all of the described area, said disposal to be made under existing laws.

6. In the use of the Premises, the *District* agrees to observe the following conditions:

(a) No unlawful business may be carried on;

(b) The *District* shall keep in good state of repair such fences, corrals, loading chutes and ditches as may be located on the described area. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral or waterway operated or controlled by the *United States*, except with its knowledge and consent;

(d) The *District* shall take reasonable precautions to prevent brush and grass fires. The *District* shall give 30 days notice to the *United States* regarding any proposed prescribed burns and the *United States* shall review and approve all prescribed burns in accordance with the regulations and policies of the Nevada Department of Environmental Protection, and

(e) From February 1 through August 31, fifty percent (50%) of all irrigation drain and return flows shall be allocated to livestock grazing and fifty percent (50%) of all irrigation drain and return flows shall be allocated to wetlands/wildlife habitat. All return flows to Carson Lake Pasture shall be managed for wildlife purposes as of September 1 of the calendar year.

7. a. *District* shall comply with all applicable Federal, State and local laws and regulations, and Reclamation policies and instructions, existing or hereafter promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in lands, water or facilities owned by the *United States* or administered by Reclamation.

b. "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

c. *District* may not allow contamination of lands, waters or facilities owned by the *United States* or administered by Reclamation by hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants and;

d. *District* shall report to Reclamation, within 24 hours of its occurrence, any event which may or does result in pollution or contamination adversely affecting lands, water or facilities owned by the *United States* or administered by Reclamation.

e. Violation of any of the provisions of this Article shall constitute grounds for immediate termination of this contract and shall make the *District* liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

f. *District* agrees to include the provision contained in the above Article in any

subcontract or third party contract it may enter pursuant to this contract.

g. Reclamation agrees to provide information necessary for the *District*, using reasonable diligence, to comply with the provisions of this Article.

8. This Agreement shall terminate:

- (a) At the expiration of the term or as provided in Article No. 4, or;
- (b) Upon sixty (60) days written notice if the *District* fails to comply with terms and conditions set forth in this Agreement, or.
- (c) Upon transfer of Carson Lake and Pasture by the *United States* to the *State*.

9. Revenue crediting pursuant to this Agreement shall be in accordance with Subsection I of the Fact Finder's Act of 1924 and Reclamation policy and regulations. Reclamation will issue grazing permits directly to users and receive grazing fees directly from the users. Subsection I of the Fact Finder's Act of 1924 stipulates how grazing fees will be credited to the project. The fees are applied first to any outstanding obligations the District has to Reclamation in a hierarchy specified in the Fact Finder's Act.

10. The *District* agrees to indemnify and hold harmless the *United States*, its employees, agents and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the *District's* activities under this Agreement.

11. Any notices required by this Agreement shall be served by registered mail addressed to the post office address of the respective parties given at the bottom of this Agreement, and the mailing or any such notice properly enclosed, addressed, stamped, and registered, shall be considered service.

12. This Agreement or any interest herein is not transferable or assignable without prior approval in writing by the officer executing this Agreement on behalf of the *United States*, its successor or duly appointed representative. The party requesting transfer or assignment shall pay all processing costs.

13. The provisions of this Agreement shall apply to and bind the successors or assigns of the parties hereto.

14. The *District* warrants that no person or agency has been employed or retained to solicit or secure this lease agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the *District* for the purpose of securing business. For breach or violation of this warranty, the *United States* shall have the right to annul this lease agreement without liability or in its discretion to require the *District* to pay full amount of such commission,

percentage, brokerage, or contingent fee to the *United States*.

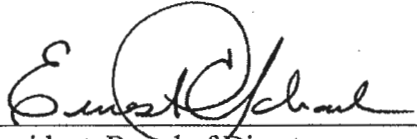
15. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this lease if made with a corporation or company for its general benefit.

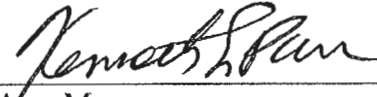
16. Each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or the Agreement as a whole.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first above written.

**TRUCKEE-CARSON IRRIGATION
DISTRICT**

THE UNITED STATES OF AMERICA

By: 
President, Board of Directors
Truckee-Carson Irrigation District
P.O. Box 1356
Fallon, Nevada 89406

By: 
Area Manager
Lahontan Basin Area Office
Bureau of Reclamation
705 N. Plaza St., Room 320
Carson City, Nevada 89701

NOTED:

STATE OF NEVADA, DEPARTMENT OF WILDLIFE

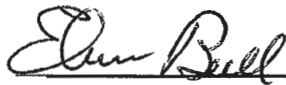
By: 
Title: Habitat Division Administrator
Address 1100 Valley Road
Reno, NV 89512

EXHIBIT A
CARSON LAKE AND PASTURE LEGAL DESCRIPTION

Township 16 North, Range 29 East, MDM.

Tract 37;
Sec. 01: Lot 3-6;
Sec. 01: S½SW¼, SE¼;
Sec. 02: Lot 1,2,5-10;
Sec. 02: S½SE¼;
Sec. 03: Lot 3,4,6-9;
Sec. 03: S½NW¼, SW¼, SE¼;
Sec. 04: Lot 1,2,5-7;
Sec. 04: NE¼SW¼, S½SW¼, SE¼;
Sec. 05: Lot 1-4;
Sec. 05: S½SW¼, S½SE¼;
Sec. 06: Lot 1-3,8,11,12,14,17;
Sec. 06: S½SE¼;

Township 17 North, Range 29 East, MDM.

Tract 37;
Tract 38;
Tract 40;
Sec. 09: Lot 4,6,8,10;

Township 18 North, Range 29 East, MDM.

Sec. 35: S½SE¼;

Township 16 North, Range 30 East, MDM.

Sec. 05: Lot 3-6,11,12;
Sec. 05: SW¼;
Sec. 06: Lot 1-21;
Sec. 06: SE¼;

Township 17 North, Range 30 East, MDM.

Tract 37;
Sec. 05: Lot 3,4;
Sec. 05: S½NW¼, SW¼;
Sec. 06: Lots 1-5,9-12;
Sec. 06: S½NE¼, SE¼;
Sec. 07: Lot 4,7-12;
Sec. 07: E½NE¼,NW¼NE¼;
Sec. 08: W½;
Sec. 17: W½;
Sec. 18: Lot 1-4;
Sec. 19: Lot 1;
Sec. 20: Lot 1-4;
Sec. 20: E½W½;
Sec. 29: Lot 1-4;
Sec. 29: E½W½;
Sec. 30: Lot 1;
Sec. 31: Lot 1,2,6-9;
Sec. 32: W½;

The area described comprises 29,718.16 acres.