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Findings	10/21/02
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TAKH	10/31/02

AZA 17382 (050)

NOV 01 2002

HAND DELIVERED

DECISION

Paul Melcher, Assistant City Administrator : Recreation and Public Purposes (R&PP)
City of San Luis : Lease AZA 17382
P. O. Box 1170 :
San Luis, Arizona 85349 :

Legal Description of R&PP Lease AZA 17382 Corrected and

R&PP Lease AZA 17382 Renewed

Effective May 18, 2001

On February 17, 1983, BLM issued R&PP lease AZA 17382 to the City of San Luis (City) for a wastewater treatment plant for a 25-year period. On October 16, 1998, the City requested a patent. On June 22, 1999, BLM requested from Cadastral Survey assistance to survey the lands for the R&PP patent. On May 15, 2000, Cadastral Survey approved the survey of the lands. The public lands are described as follows:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 2, lots 2 and 3;
sec. 11, lots 27 and 28.

The area described contains 31.00 acres.

On May 18, 2001, BLM issued the R&PP patent to the City of San Luis for the following public lands:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 2, lots 2 and 3;
sec. 11, lot 27.

FILE COPY

The area described contains 24.93 acres.

On August 27, 2001, BLM issued a decision to amend R&PP lease AZA 17382 to include only that portion of lot 28, sec. 11, T. 11 S., R. 25 W., Gila and Salt River Meridian, Arizona, lying north of the road commonly known as County 23rd Street, which lies parallel to the City of San Luis pipeline right-of-way AZA 18267 (see map enclosed).

This decision hereby corrects the legal description of R&PP lease AZA 17382, *effective May 18, 2001* (the date a portion of the leased lands were patented) to be:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 11, that portion of lot 28 lying north of the road commonly known as County 23rd Street.

The area described contains approximately 2 acres.

By letter dated September 16, 2002, the City requested a lease renewal to extend the term of the lease through the amortization period of their loan. The loan was given to the City by the United States Department of Agriculture, Rural Development for the construction of the wastewater treatment plant. Regulations found at 43 CFR 2912.1-1 state that the term of leases issued under the R&PP Act shall be fixed by the authorized officer but shall not exceed 25 years for Federal, State, and local governmental entities.

Therefore, this decision hereby renews R&PP lease AZA 17382, *effective May 18, 2001* (the date a portion of the leased lands were patented), through May 17, 2026, for a 25-year term.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2804.1 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay **must** also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,

- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions, please contact Realty Specialist Francis Rodriguez at 928-317-3237.

GAIL ACHESON

Gail Acheson
Field Manager

Enclosures

- 1 – R&PP Lease AZA 17382 (14 pp)
- 2 – BLM Form 1842-1, Information on Taking
Appeals to the Interior Board of Land Appeals (2 pp)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect.

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL Within 30 days file a *Notice of Appeal* in the office which issued this decision (see 43 CFR Secs. 4.411 and 4.413). You may state your reasons for appealing, if you desire.
2. WHERE TO FILE
NOTICE OF APPEAL Yuma Field Office
2555 E. Gila Ridge Road
Yuma, AZ 85365-2240

SOLICITOR
ALSO COPY TO Field Solicitor
U.S. Department of the Interior
Sandra Day O'Connor US Courthouse, Room 404
401 West Washington Street, Space 44
Phoenix, AZ 85003-2151
3. STATEMENT OF REASONS . . Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 801 North Quincy Street, Arlington, Virginia 22203-1905 (see 43 CFR Secs. 4.412 and 4.413). If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary.

SOLICITOR
ALSO COPY TO Field Solicitor
U.S. Department of the Interior
Sandra Day O'Connor US Courthouse, Room 404
401 West Washington Street, Space 44
Phoenix, AZ 85003-2151
4. ADVERSE PARTIES Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose, must be served with a copy of: (a) the *Notice of Appeal*, (b) the Statement of Reasons, and (c) any other documents filed (see 43 CFR Sec. 4.413). Service will be made upon the Associate Solicitor, Division of Energy and Resources, Washington, D.C. 20240, instead of the Field or Regional Solicitor when appeals are taken from decisions of the Director (WO-100).
5. PROOF OF SERVICE Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 801 North Quincy Street, Arlington, VA 22203-1905. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (see 43 CFR Sec. 4.401(c)(2)).

Unless these procedures are followed your appeal will be subject to dismissal (see 43 CFR Sec. 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (see 43 CFR Sec. 4.401(a)).

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

Serial Number

AZA 17382

This lease entered into on this 18th day of May, 2001, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

City of San Luis

, hereinafter called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

Gila and Salt River Meridian, Yuma County, Arizona

T. 11 S., R. 25 W.,
sec. 11, a portion of lot 28 lying north of
the road commonly known as County 23rd Street.

The area described contains approximately 2 acres.

containing 2 ± acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 25 years, the rental to be \$ 10 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

a wastewater treatment plant

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

Exhibit A

and approved by an authorized officer on October 30, 2002 or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land, without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990, the Architectural Barriers Act of 1968, and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

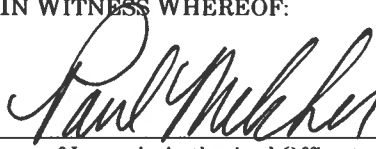
Exhibit B

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:


(Signature of Lessee's Authorized Officer)

(Signature of Witness)

10-30-02
(Date)

THE UNITED STATES OF AMERICA

By


(Authorized Officer)

Field Manager
(Title)

November 1, 2002

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

June 19, 1998

SAN LUIS WASTEWATER TREATMENT PLANT**PLAN OF DEVELOPMENT****Area A:**

Area A was the original wastewater treatment plant that was constructed in 1983 at a cost of \$1,465,500.00. The construction was funded by a loan from Farmers Home Administration. The plant included the following:

1. 2- sequential batch reactors with a combined capacity of 500,000 gpd
2. 2- hydrostatic screens
3. 2- 30 Hp blowers
4. Sludge valve pit with two electricity operated valves
5. Chlorination building
6. 2- booster pumps for plant water
7. 2000 gallon pressure tank
8. 14,000 sq ft of sludge drying beds (Nos. 1, 2, 3, 4)
9. 400 amp electrical service
10. 100 KW generator and auto transfer switch
11. Laboratory and control building
12. Plant control system
13. 1530 linear feet of chain link fence
14. 4400 lf of 15 inch effluent discharge line.

Area B:

Area B was the first addition and modification made in 1994 at a cost of \$376,700. The construction was funded by a Community Development Block Grant.

The addition and modification included the following and was the first step to increase the capacity to 750,000 gpd.

1. 1- new hydrostatic screen (No. 3)
2. New electro-mechanical decanters
3. 2- new sludge digester tanks with blowers
4. New duplex sludge pump station
5. New PLC plant control system
6. 7000 sq ft of lined sludge drying beds (No. 5 & 6).

Area C:

Area C was the second addition made in 1996 at a cost of \$496,000. The addition was the second step to increase the plant capacity to 750,000gpd. The construction was funded by a grant from USDA Rural Development.

The addition included the following:

1. 1- new hydrostatic screen (No. 4)
2. New duplex effluent pump station
3. New chlorination building and equipment
4. New chlorine scrubber unit
5. New 100 gpm well
6. 31,500 sq ft of sludge drying beds with under drain system
7. Supernatant pump station
8. New 250 KW generator and auto transfer switch
9. New rest room
10. 1100 cf of new 6' chain link fence.

1998 JUL -1 A 10:45
JULY 1998 11:00 AM
VICTORIA

Area D:

Area D will be addition No. 3 in 1998/1999 at an estimated cost of \$102,000.00. The construction will be funded by a grant and a loan (67%/33% from USDA Rural Development. The addition will include the following:

1. 35,000 sf of lined sludge drying beds with under drain system
2. Supernatant pump station
3. 760 lf of new 6' chain link fence.

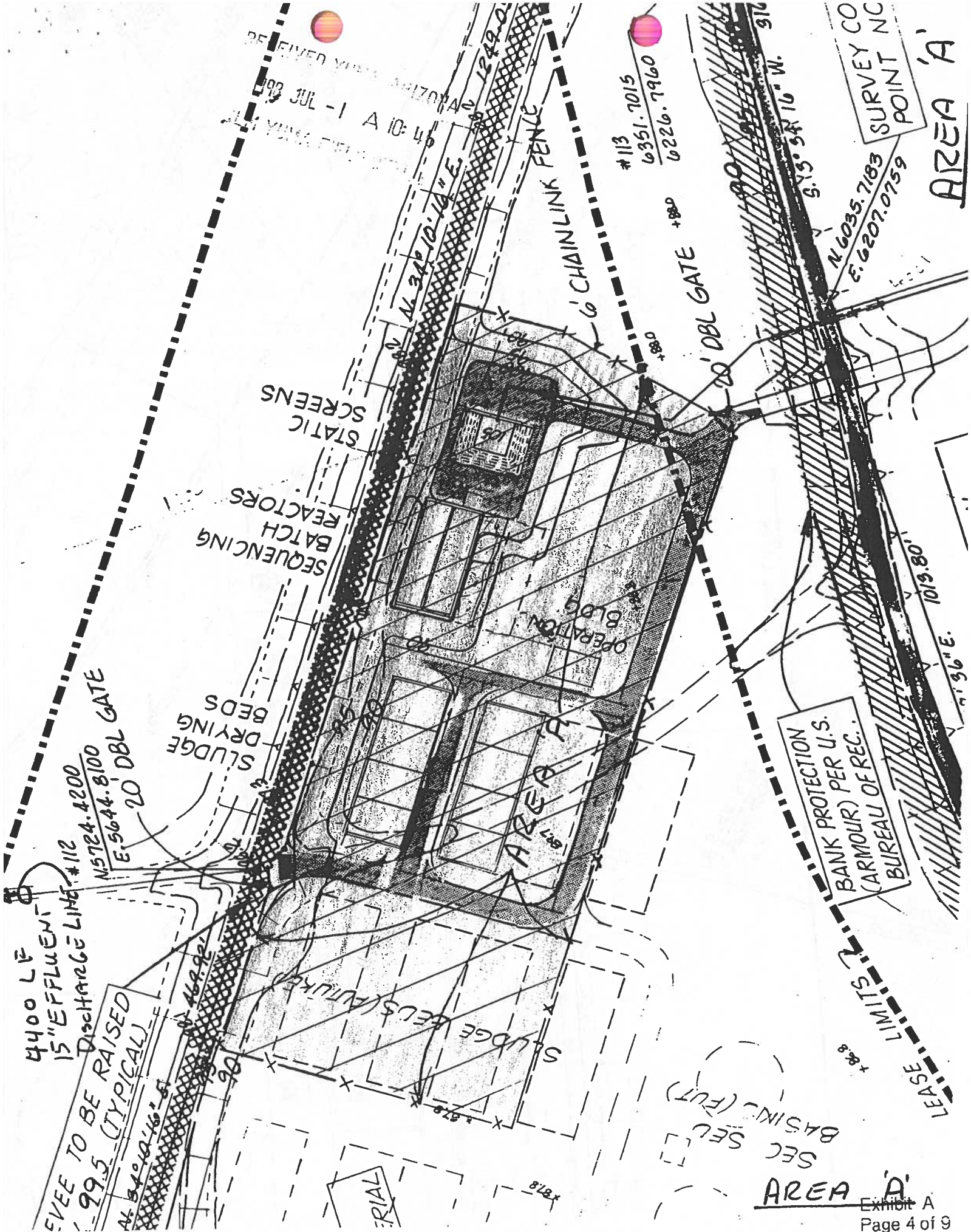
Area E:

Area E will be addition No. 4 in 1999 or 2000 at an estimated cost of \$4,500,000. This addition will increase the plant capacity to 1.5 to 2.0 mgd. The construction will be funded by a grant and loan from USDA Rural Development. The addition will include the following:

1. Two new reactor basins
2. Two new sludge digester tanks
3. Four new static screens
4. New chlorination building and equipment
5. New blowers for reactors and digester basins
6. Modifications to effluent pump station
7. New 4400 lf of 24" gravity discharge line.
8. New 600 amp electrical service
9. New 250 KW generator and auto transfer switch
10. Control building addition
11. New laboratory building

12. Sludge dewatering equipment and building
13. Relocation of west levee
14. 650 lf of new chain link fence
15. New duplex sludge pump station
16. New sludge valve pit with electric valves.
17. New PLC controls for entire plant
18. New magnetic flow meters.

1998 JUL -1 A 10:16
VLCZC



AREA 'A'

RECEIVED YUMA, ARIZONA

1998 JUL -1 A 10:46

LEASE LIMITS

NEW SLUDGE PUMP STATION
DECANTERS

500' SET BACK

N 34° 10' 16" E

1246

EXIST. MONITOR WELL
No. 1

6" GALVANIZED LINK FENCE

No. 3 STATIC SCREEN

20' DBL GATE

90

N 60° 35' E

N 60° 35' E

EXIST. 12" FORCE

AREA B

500' SET BACK

No. 112
N 57° 24' 42" E
S 56° 44' 8" E

EFFLUENT L
4800

469.92

34° 10' 16" E

NEW SLUDGE BEDS

0009

0010

NEW SLUDGE BEDS

0011

0012

BID ADDITIVE NO. 2

EXISTING SLUDGE DRYING BEDS

0001

0002

EXISTING SLUDGE DRYING BEDS

0003

0004

NEW SLUDGE DRYING BEDS

0005

0006

BID ADDITIVE NO. 1

EXIST. 6" CHAIN LINK FENCE

TEST HOLE
DEPTH 15.5'
SOIL MOIST BUT NO GROUND WATER

EXIST. MONITOR WELL No. 2

RM ZONE B

AREA B

U.S.A.

AGRICULTURE

FIRM ZONE A RECEIVED YUMA, ARIZONA

1998 JUL -1 A 10:46

U.S. YUMA FIELD OFFICE

NEW SEQUENTIAL
BATCH REACTORS

NEW AEROBIC
DIGESTINGS

LEASE LIMITS

No. 109

N 5089.1205
E 5136.0206

No. 110
N 5335.6243
E 5380.8712

N 44°48'26" E 347.44'

N 34°10'16" E 469.92'

N 34°10'16" E 1249.05'

No. 108
N 4959.1667
E 5512.9769

EXIST. 6' CHAIN LINK FENCE

AREA D

FIRM ZONE B
NEW 6' CHAIN LINK FENCE

MONITOR
WELL No. 2

NEW SUPERNATANT PUMP STATION

EXIST. BORDER PATROL CAMERA TOWER
TEST HOLE, DEPTH 19.5'

SOIL MOIST BUT NO GROUND WATER

EXIST. SUPERNATANT PUMP STATION

EXIST. 6' CHAIN LINK FENCE

EXIST. CHEM. BLDG.

EXIST. WELL

EXIST. GENERATOR & TRANSFER SWITCH

EXIST. LAB/CONTROL BLDG. ADDITION

EXIST. RESTROOM

EXIST. AEROBIC DIGESTERS

NEW STATIC SCREENS
EXIST. STATIC SCREEN

EXIST. MONITOR WELL No. 1

CONSTRUCT NEW BERM

NEW 6' CHAIN LINK FENCE

EXIST. EFFLUENT PUMP STATION
EXIST. CHLORINE BUILDING AND SCRUBBER

NEW BLOWERS

NEW SLUDGE PUMP STA.

EXISTING DRYING BEDS
EXISTING SLUDGE BEDS

EXISTING DRYING BEDS
EXISTING SLUDGE BEDS

EXISTING DRYING BEDS
EXISTING SLUDGE BEDS

EXIST. DRYING BEDS
EXIST. SLUDGE BEDS

EXIST. DRYING BEDS
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EXIST. DRYING BEDS
EXIST. SLUDGE BEDS

NEW DRYING BEDS
NEW SLUDGE BEDS

NEW DRYING BEDS
NEW SLUDGE BEDS

SECTION 11
S. R25W

LEASE LIMITS

AREA D

S 27°36' E 1013.80'

S 1°11' E 1115'

S 33°41'15" W 316.60'

No. 102
N 6035.7183
E 6207.0759

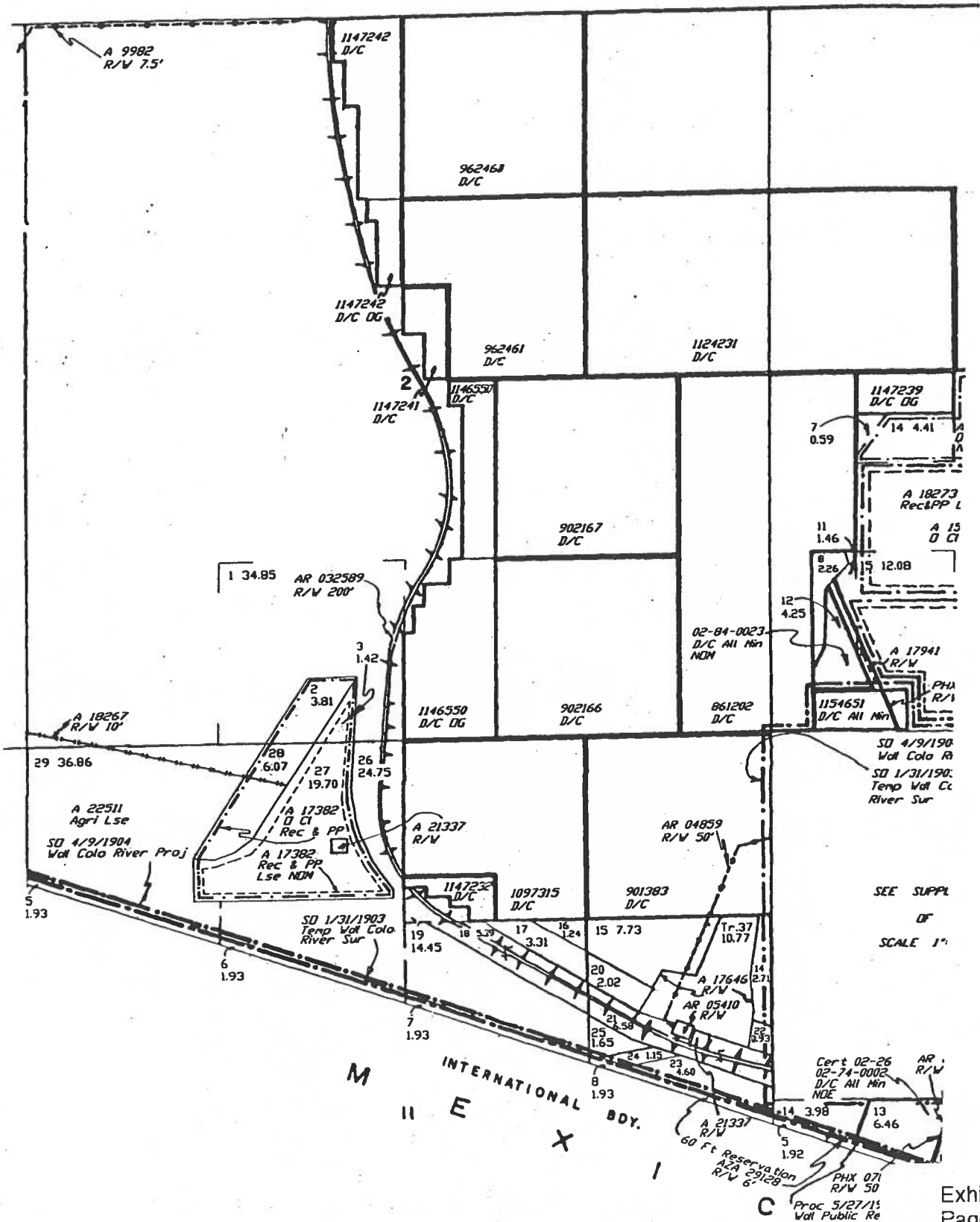
EXIST 12" FORCE MAIN

EFFLUENT DISCHARGE LINE
L.F. 15" PVC PIPE

Exhibit A
Page 7 of 1

TOWNSHIP 11 SOUTH RANGE 25 WEST

*Copy
6/29/21*



STIPULATIONS
City of San Luis R&PP Lease Renewal
AZA 17382

In addition to the standard lease terms and conditions, the lease will be issued subject to the following stipulations:

1. The lessee shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this lease. The lessee shall obtain from the BLM Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide for the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and any other information that the BLM Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1 deadline for the Federal fiscal year beginning the following October 1). Emergency use of pesticides may at times be necessary; in these instances, notification shall be furnished to a BLM Authorized Officer either by telephone or personal visit prior to application of the pesticides.

The use of substances on or near the leased area shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this lease.

Failure to comply with the applicable Federal and State laws, regulations and guidelines concerning the use of pesticides shall constitute sufficient grounds for cancellation of the lease.

2. Any cultural and/or paleontological resource (historic or prehistoric site or object) 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.
3. If in connection with operations under this authorization, any human remains, funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P.L. 101-601; 104 Stat. 3048; 25 U.S.C. 3001) are discovered, the holder shall stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the authorized officer. The holder shall continue to protect the immediate area of the discovery until notified by the authorized officer that operations may resume.
4. The lessee shall protect all survey monuments found within the permit 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. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the holder shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for the survey cost.

5. Surface disturbance shall be confined to the project area.
6. Dust control measures, such as watering, shall be implemented during periods of intensive construction activity, high winds, or heavy public use.
7. The lessee shall use a color on the building complex that will blend into the surrounding landscape and thereby reduce the impact upon the visual resources.
8. To minimize visual impacts of excavation, all spoil material shall be redistributed within the site or disposed of.
9. Trash, rubbish, and other construction debris shall be removed from the site and disposed of at a designated sanitary landfill; and the grounds shall be maintained in a neat and orderly manner at all times.
10. There is reserved to the United States, its successors and assigns, the prior right to use any of the land herein described to construct, reconstruct, operate, and maintain dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, drainage works, flood channels, telephone and telegraph lines, fiber-optic cables, electric transmission lines, roadways, and appurtenant irrigation structures, without any payment made by the United States, or its successors and assigns, for such right, with the agreement on the part of the applicant that if the construction or reconstruction of any or all of such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, fiber-optic cables, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands should be made more expensive by reason of the existence of improvements or workings of the applicant thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty days after demand is made upon the applicant for payment of such sums, the applicant will make payment thereof to the United States, or its successors and assigns, constructing or reconstructing such dams, dikes, levees, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, fiber-optic cables, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands. There is also reserved to the United States the right of its officers, agents, employees, licensees, and permittees, at all proper times and places freely to have

ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

Lessee further agrees that the United States, its officers, agents, employees, and assigns, shall not be liable for any damage to the improvements or works of the applicant resulting from the construction, reconstruction, operation, or maintenance of any of the works hereinabove enumerated.