

Agenda Item # 7

1/19/90



**United States Department of the Interior**

**BUREAU OF LAND MANAGEMENT**

**CARSON CITY DISTRICT OFFICE**

1535 Hot Springs Rd., Ste. 300

Carson City, NV 89706-0638



IN REPLY REFER TO:

4700  
(NV-03337)

Commission for the Preservation of Wild Horses  
ATTN: Terri Jay  
Stewart Facility  
Capitol Complex  
Carson City, NV 89710

JAN 19 1990

Dear Ms. Jay:

Enclosed for your consideration is the Eldorado Canyon Fence Proposal. We feel that this is a positive step in the management of wild horse populations in the Dayton Area and wish to take this opportunity to thank you for your cooperation in this effort.

If this proposal is not adequate as submitted, please contact Jim Gianola at 882-1631.

Sincerely yours,

*Norman L Murray*  
*acting*

James W. Elliott  
District Manager

1 Enclosure:

1. Eldorado Canyon Fence Proposal

# ATTACHMENT # 1

November 27, 1989

Lawrence Industries, Dayton Country Club;

Hello neighbor, I don't think we've been properly introduced, we are some of the people who live and work in the Dayton valley with you. Now it is true that we don't have nearly as big a place as you do, however, believe it or not, we are still your neighbors.

On November 16th, your complaints forced BLM to remove a herd of wild horses from our valley. I don't know if you had a chance to notice or not, but these horses were a beautiful, proud, free herd of animals, who were here before most of us. You know there are not many places where animals like these can exist. There is now one less place. These animals represented a part of Nevada history that, once removed, can not be replaced.

Now I don't know how you are accustom to doing things, but around here if something concerns the whole community, one person usually doesn't take it upon themselves to make a decision for the entire area, no matter how much they pay in taxes.

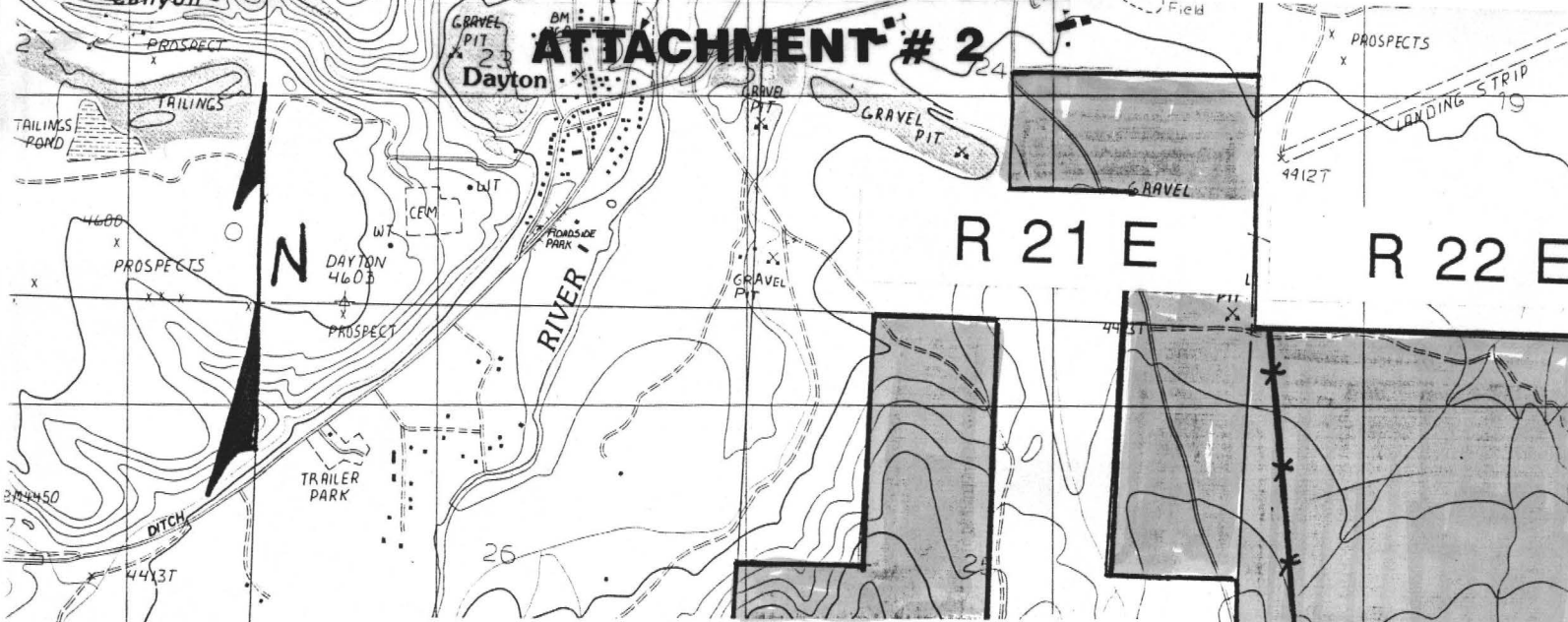
I'm sure that you are concerned about protecting your multi-million dollar golf course from the horses, but had you ever considered talking to the community about your problem, maybe even asking us to help you find a solution to protect your country club ? (by the way, I've noticed you don't have much of your lawn in yet, what were they bothering ?) Other industry has been here for almost three years, and have been able to co-exist with the horses quite nicely. You know it would have been a heck of an advertising gimmick as well. "Come play golf in an area of Nevada that is still wild."

From time to time we also have a few bald eagles around here, will they pose a threat to your golf course as well ? Oh that's right, I had forgotten, the eagles are protected by law. It would be illegal to harm them.

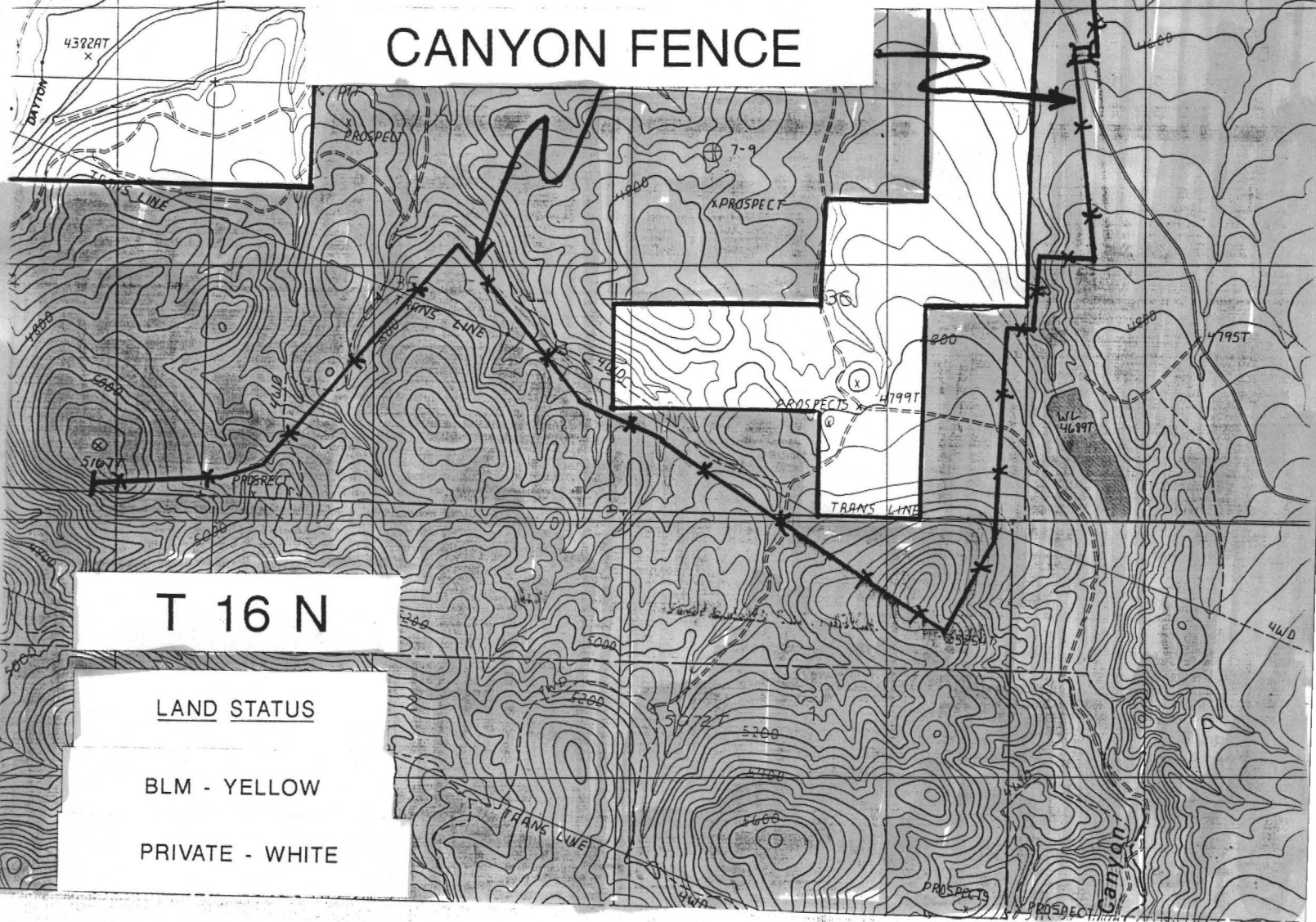
I don't mean to sound rude, with you just moving into the area, but you just don't seem very neighborly !

# ATTACHMENT # 2

Dayton



## PROPOSED ELDORADO CANYON FENCE



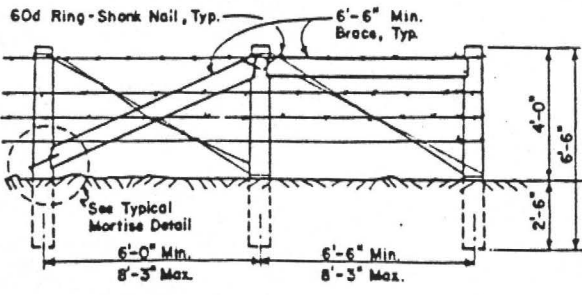
T 16 N

LAND STATUS

BLM - YELLOW

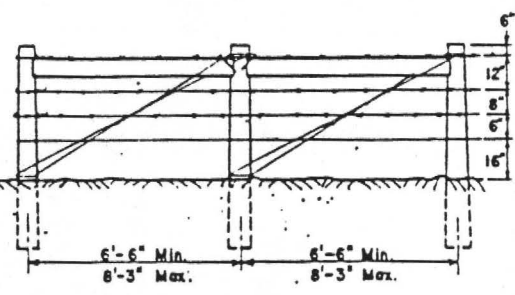
PRIVATE - WHITE

# ATTACHMENT # 3



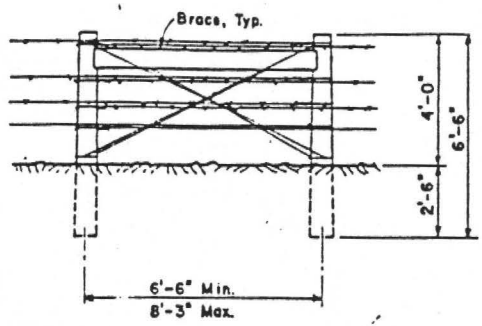
## END PANEL-TYPE I

(See Specifications For Type To Be Used)

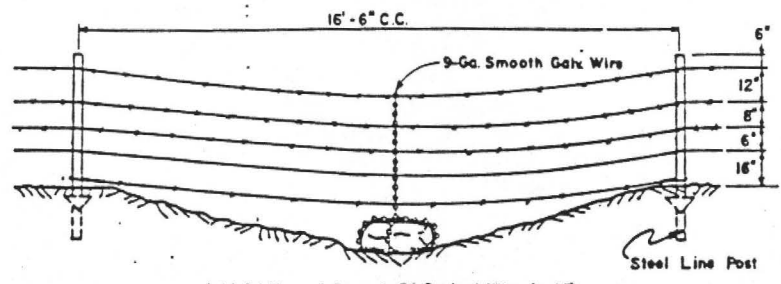


## END PANEL-TYPE II

(See Specifications For Type To Be Used)

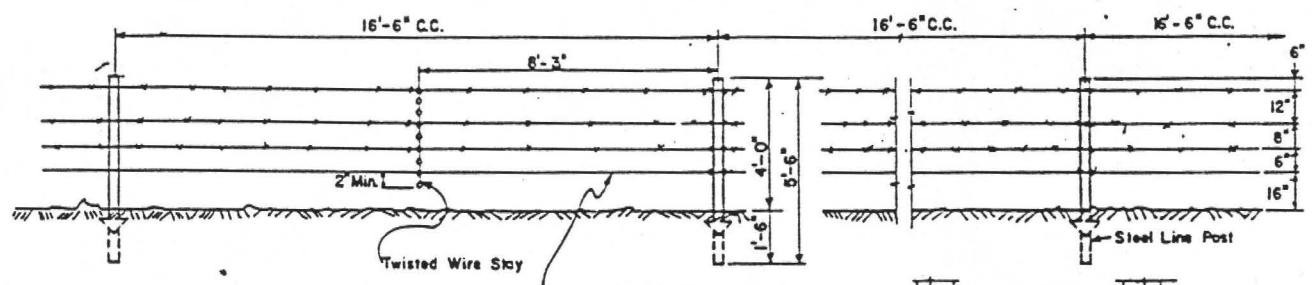


## STRESS PANEL

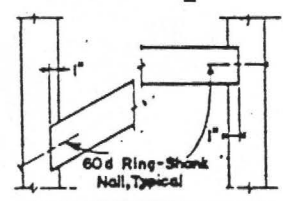


## PANEL AT MINOR DEPRESSION

Add Additional Strands Of Barbed Wire And/OR A Rock Deadman (Min. Weight 50 Lb.) When Space Between Bottom Wire And Ground Exceeds 20 In.



## LINE PANELS

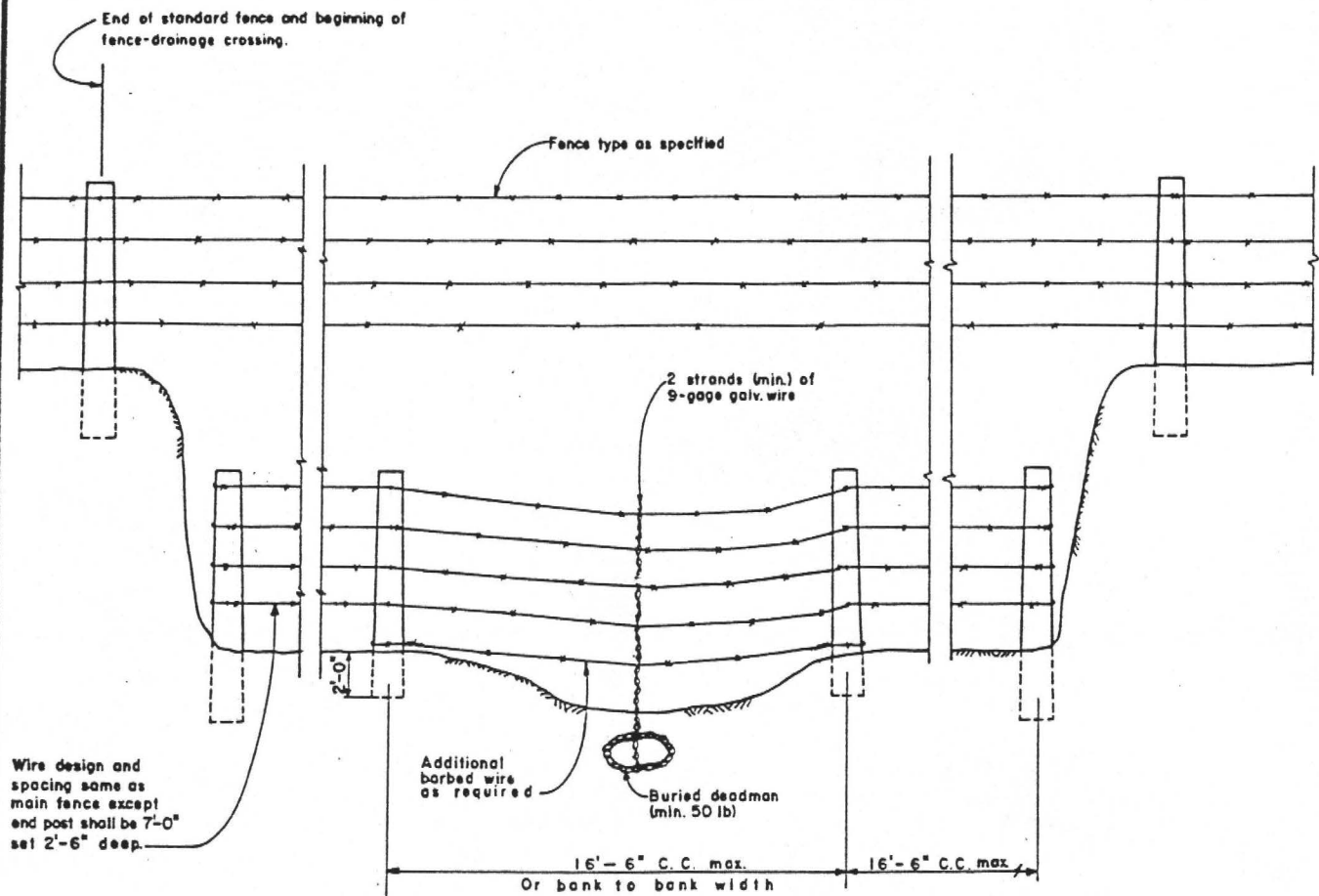


## MORTISE DETAIL

### NOTES:

- I. See Specifications For The Following:
  1. Type of End Panel to be used.
  2. Type of Gate(s) to be used.
  3. Type of Corner Panel(s) to be used.
- II. Wires to be tied off at stretch points; wrap and splice to self w/at least 4 turns; at opposite end of Panels.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT	
Branch of Engineering	Nevada State Office
<b>BARBED WIRE FENCE</b> NV (4-Wire X 16 1/2')	
DESIGNED	BY OTHERS
REVIEWED	
APPROVED	
DRAWN - by others	SCALE NONE
DATE: NOV - 1964	SHEET 1 OF 1
DRAWING NO. NV 02833 (53)	



**NOTE:**

1. Staple wire on downstream side of posts in channel.

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
DIVISION OF ENGINEERING SYSTEMS DENVER SERVICE CENTER

**FENCE-DRAINAGE CROSSING  
TYPE-A**

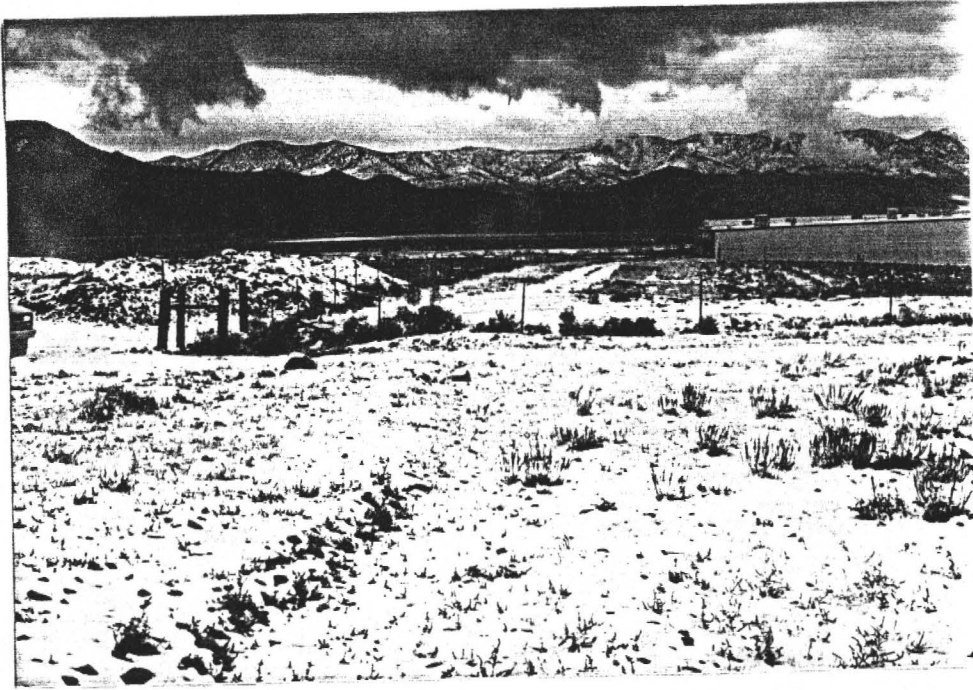
DESIGNED BY OTHERS  
REVIEWED *[Signature]*  
APPROVED *[Signature]*

DRAWN J. D. Sedño	SCALE NONE
DATE MARCH 12, 1984	SHEET OF
DRAWING NO. 02835-1	

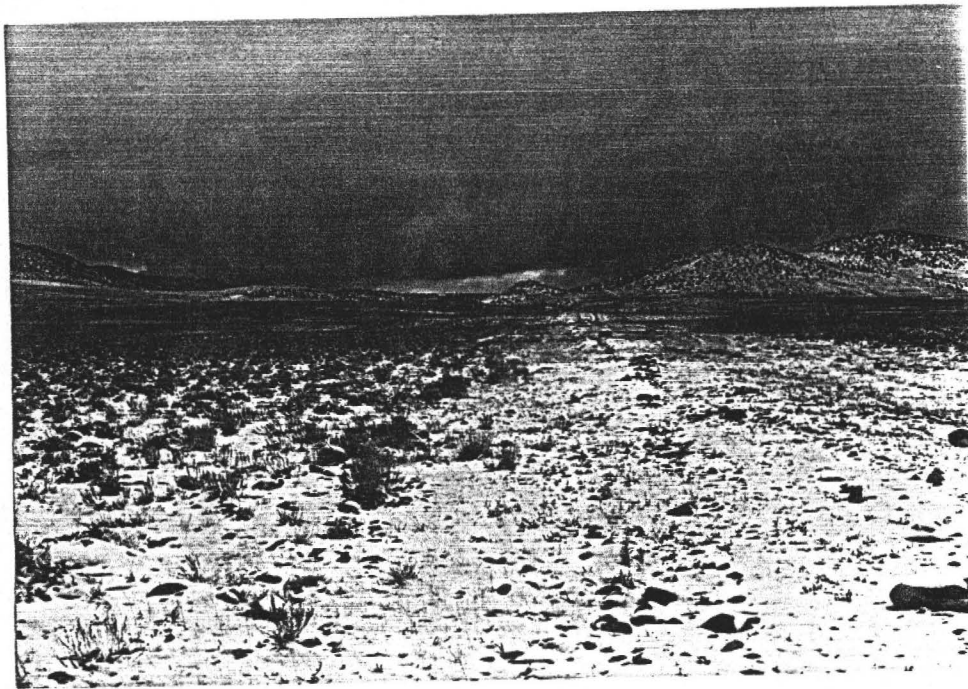


# ELDORADO CANYON FENCE

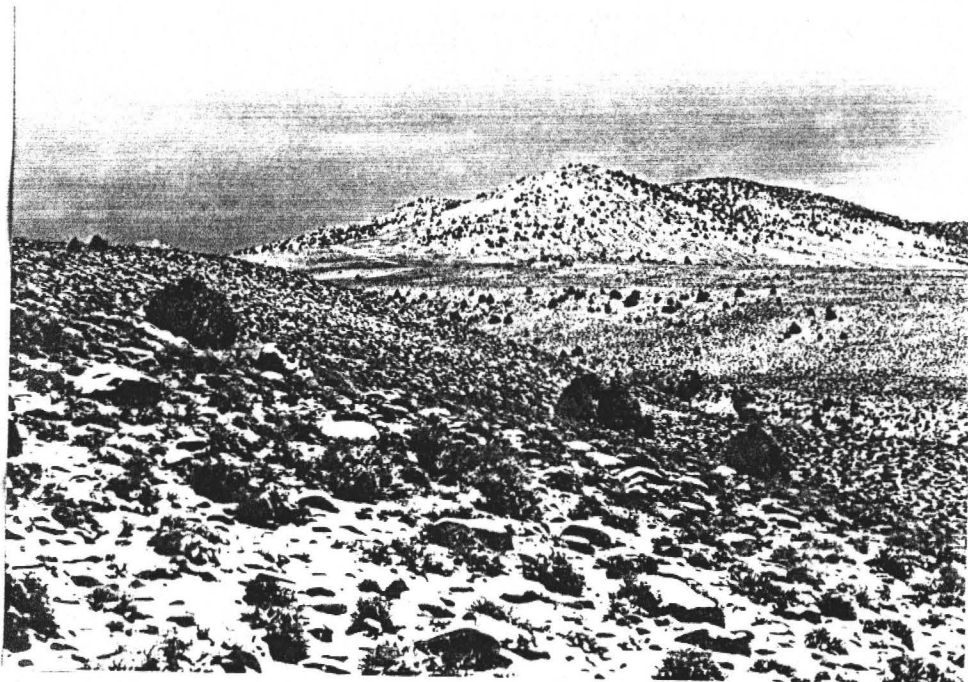
## ATTACHMENT # 4



BEGINNING OF FENCE



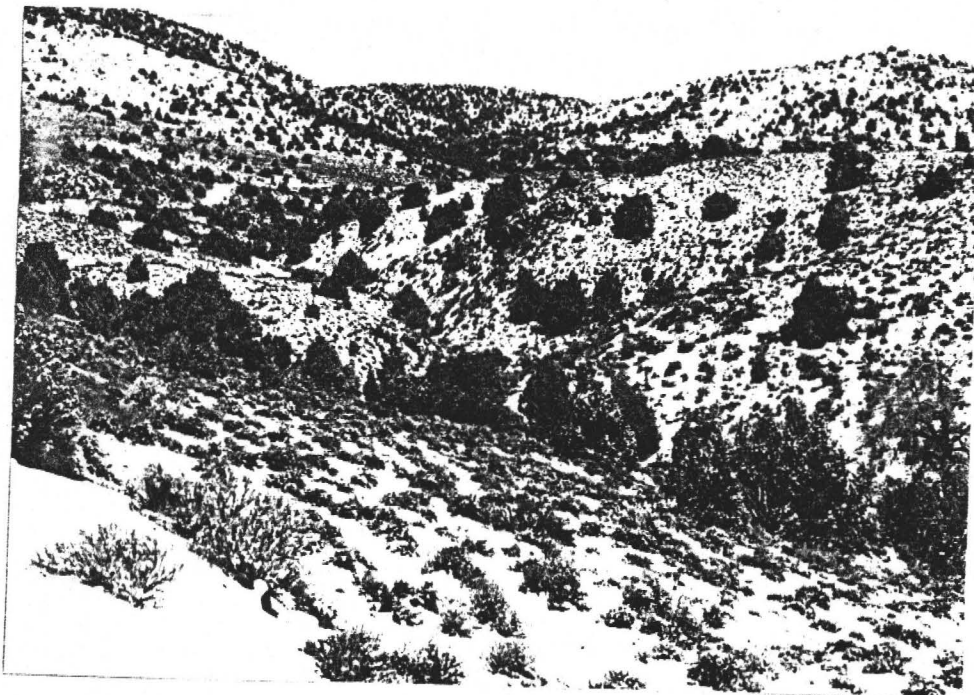
ROUTE DOWN PIPELINE



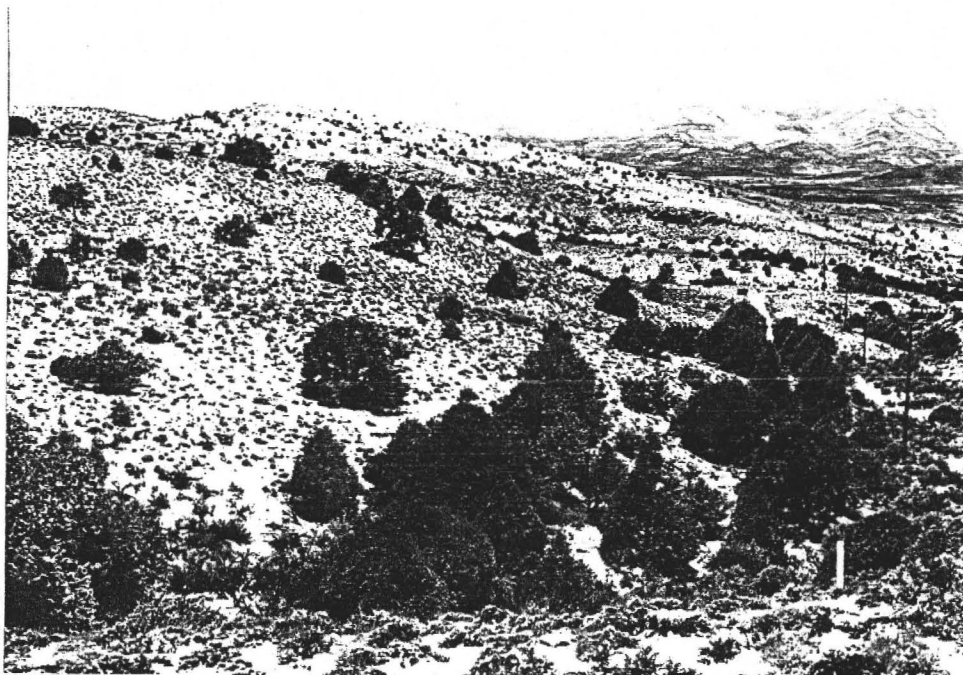
ROUTE TO ELDORADO CANYON



ELDORADO CANYON CROSSING



TYPICAL DRAINAGE CROSSING ALONG FENCELINE



TERRAIN ALONG REMAINDER OF FENCE



# ATTACHMENT # 5

Form 4120-6  
June 1985)

FORM APPROVED  
OMB NO. 1004-0068  
Expires: January 31, 1986

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

COOPERATIVE AGREEMENT  
FOR RANGE IMPROVEMENTS

FOR BLM USE ONLY			
State . . . . .	N	V	
Office . . . . .	0	3	4
Job Number(s)			
6002			

INSTRUCTIONS - Cooperator(s) to receive original, and one copy each to the District case or lease file and District job file.

Job Name(s)  
Eldorado Canyon Fence

1. I, (We) of  
Commission for the Preservation of Wild Horses and Burros of Stewart Facility Capitol Complex Carson City, NV 89710  
and of

hereinafter called cooperator(s) and the United States of America, by the Bureau of Land Management, hereinafter called the Bureau, for and in consideration of the mutual benefits hereunder, and in accordance with the Taylor Grazing Act (43 U.S.C. 315, 315a-r), as amended, the National Soil Conservation Act (16 U.S.C. 590a-q(1)), as amended, the Federal Land Policy and Management Act (43 U.S.C. 1701, et. seq.), and the Public Rangelands Improvement Act (43 U.S.C. 1904) do enter into this cooperative agreement for the construction and/or maintenance of range improvements, installation of conservation works or establishment of conservation practices, hereinafter referred to collectively as improvements, for the benefit of the public lands and of the cooperator(s).

2. The improvements known as the  
Eldorado Canyon Fence

will be  are located upon: ¼, Sec(s). 34,35,36, T. 16N, R. 21E, Meridian, County of, State of

3. IT IS MUTUALLY AGREED:

(a) The parties hereto will furnish labor, materials, and equipment as required, the total cost or value not to exceed the amount listed below for each of the parties respectively for the initial construction and/or installation of the improvements indicated in paragraph 2.

NAME(s) OF COOPERATOR(s)	ITEMS	TOTAL COST OR VALUE
Commission	labor & materials (grant)	\$ 25,000
BUREAU OF LAND MANAGEMENT	maintenance	1080 (yearly)
	AGGREGATE COST	\$ 26,080

(b) Upon notice from the authorized officer of the Bureau, cooperator(s) will promptly supply labor, materials, and equipment as specified in paragraph 3(a) as required. Contributed materials in excess of the amount required shall be returned to the contributor. Equipment contributed shall be returned promptly following completion of the work. Work will be conducted under the supervision and direction of the authorized officer and shall be pursued with diligence until completed.

4(a) The cooperator(s) shall be liable, jointly and severally, for the repair and maintenance of the improvements following completion, in good and serviceable condition. The cooperator(s), without further notice from the authorized officer shall do the necessary work promptly. If work is not performed as necessary, the authorized officer shall notify the cooperator(s) and specify a period within which to complete the work as required.

(b) In event the cooperator(s) default in the repair and maintenance of the improvements the authorized officer may do or cause such work to be done for and in behalf of the cooperator(s); and the necessary cost and expense thereof shall become a charge and obligation upon and shall be paid by the cooperator(s). It is further understood in case of default that any grazing permit or lease may be cancelled and may not be renewed or extended or any assignment thereof may not be approved unless and until all charges and costs owed by the cooperator(s) hereunder shall have been paid; and provided that the Bureau may pursue such other remedies, legal or administrative, as may be authorized.

(c) Repair and maintenance, as herein required, shall mean normal upkeep and maintenance necessary to preserve, protect, and prolong the useful life of the improvements, but shall not include major repairs where the damage is due to floods, earthquakes, or other acts of God, or fire not the result of fault or negligence of the cooperator(s) as determined by the authorized officer.

#### 5. IT IS FURTHER AGREED:

(a) This agreement does not convey right, title, or interest in any lands or resources held by the United States.

(b) Title to nonstructural or nonremovable improvements authorized by this agreement shall be in the United States of America.

(c) Title to structural or removable improvements authorized by this agreement shall be shared by the United States and the cooperator(s) in proportion to the actual amount of their respective contribution to the initial construction of said improvements. The improvements may be removed, in whole or in part, during the term of this agreement or any extension thereof, by mutu-

al consent of the parties or by direction of the authorized officer; such removal shall be made by the cooperator(s), or by the Bureau at its option. During the course of salvaging material, the United States assumes no responsibility for the protection or preservation of said material. Upon removal of the improvements, any salvageable materials, after deducting an amount to compensate for the actual cost of removal, shall be available for distribution to the parties then subject to this agreement in proportion to the actual amount of their respective contributions to the initial construction of the improvements. The parties shall take possession and remove their portion of the salvaged materials within one hundred and eighty (180) days after first notification in writing that such material is available; upon failure to do so within the time allowed, the materials shall be deemed to have been abandoned and title thereto shall thereupon vest in the United States.

(d) In the event lands containing improvements described under (a) or (b) above are devoted to another public purpose which precludes grazing, including disposal, the cooperator(s) shall be entitled to compensation for the adjusted value of the cooperator's contribution to the improvements.

6. If the cooperator(s) shall assign or transfer any grazing permit or lease embracing the lands upon which the improvements are constructed or in connection with which they are used, the cooperator(s) shall include in such assignment or transfer his interest in this Cooperative Agreement. Before the assignee or transferee will be recognized as successor to the cooperator(s)'s interest hereunder, such assignee or transferee will be required by the authorized officer to accept an assignment of this agreement and agree to be bound by the provisions respecting the use and maintenance of the improvements.

7. The cooperator(s) use of the improvements will be in conformance with any special conditions, the grazing permit(s) or lease(s), and regulations of the Secretary of the Interior.

8. This agreement shall not accord to cooperator(s) any preference, privilege, or consideration with respect to any grazing permit or lease not expressly provided herein or in the rules and regulations governing such grazing permit or lease.

9. Items 2, 3, and 4(a) of this agreement may be modified or cancelled by written agreement of the parties, which agreement shall become a part hereof.

10. This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses.

A copy of this order may be obtained from the authorized officer.

11. This agreement shall remain in effect indefinitely from date of signature unless (1) otherwise designated under item 12. Special Conditions, or (2) terminated by

12. Special Conditions

mutual written consent of parties, or (3) terminated by the authorized officer after notice in writing because of the cooperator(s) default or violation, or (4) terminated by the authorized officer after notice in writing because the improvements are not compatible with adopted land use plans or classification under the public land laws.

The fence will be built by donated funds received from the Commission. BLM will bear all administrative and maintenance costs associated with the fence.

COOPERATOR(S)

THE UNITED STATES OF AMERICA

\_\_\_\_\_  
(Signature) (Date)  
Commission

State of Nevada

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

District Carson City

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

By \_\_\_\_\_  
(Signature)  
John Matthiessen

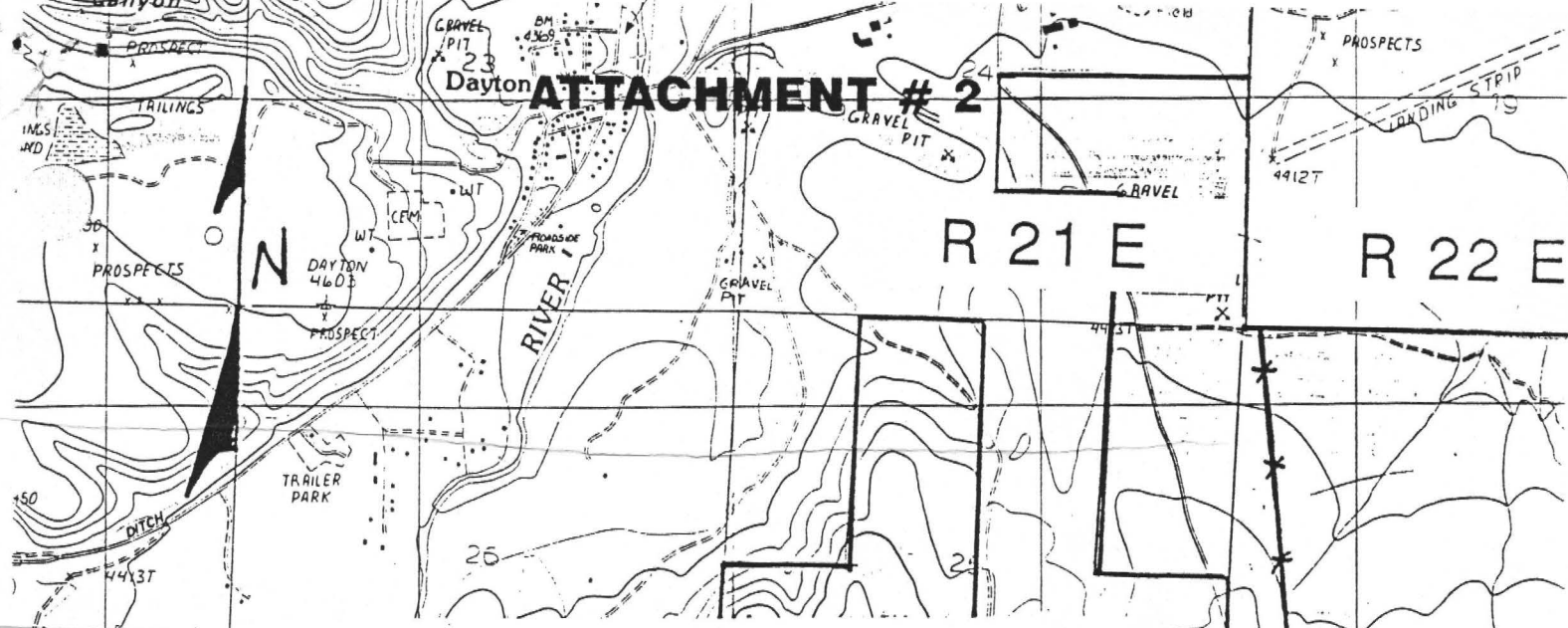
\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Title)  
Area Manager  
Walker Resource Area

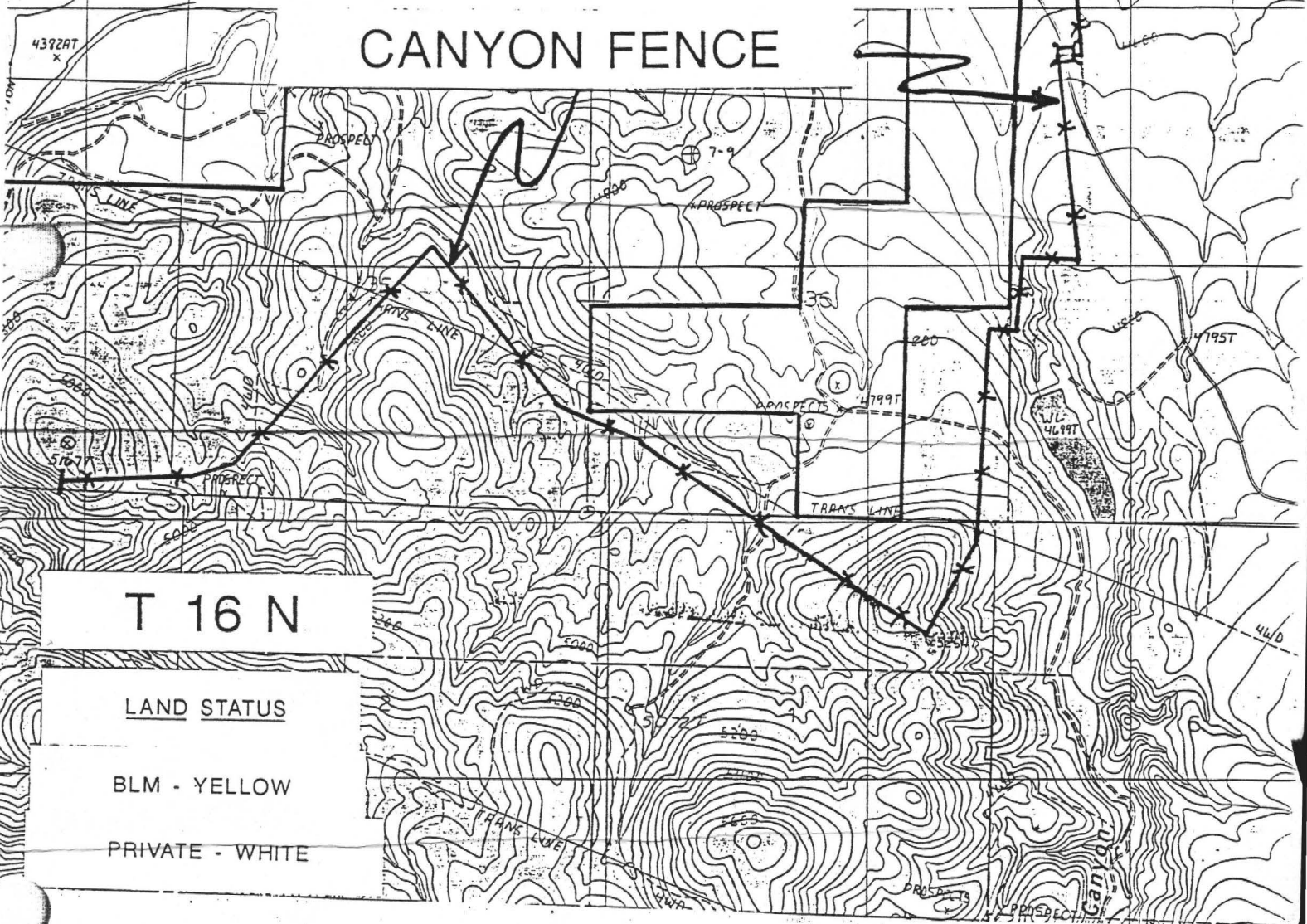
\_\_\_\_\_  
(Signature) (Date)

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

# Dayton ATTACHMENT # 2



## PROPOSED ELDORADO CANYON FENCE



T 16 N

LAND STATUS

BLM - YELLOW

PRIVATE - WHITE