

**DEPARTMENT OF THE INTERIOR****Bureau of Land Management**

[CA-680-99-2822-00-D889]

**Closure and Restriction Orders**

**AGENCY:** Bureau of Land Management, (BLM) Interior.

**ACTION:** Emergency closure of certain public lands to human entry in the Juniper Flats area, San Bernardino County, California.

**SUMMARY:** Public lands in the Juniper Flats area are closed to human entry from October 17, 1999 to July 1, 2000. Closed are approximately 16,000 acres burned in the Willow fire. You are not to enter the closed area by any means of access, including but not limited to: motor vehicles, OHVs, equestrian, bike or foot traffic. The closure protects persons, property, soil, cultural resources, vegetation, wildlife, and wildlife habitat.

**DATES:** This closure order goes into effect at 11:59 p.m. on Sunday, October 17, 1999 and shall remain in effect until 11:59 p.m. on Saturday, July 1, 2000.

**FOR FURTHER INFORMATION CONTACT:** Tim Read, Barstow Field Office Manager, Bureau of Land Management, 2601 Barstow Road, Barstow, CA 92311; or call (760) 252-6000.

**SUPPLEMENTARY INFORMATION:** On Saturday August 28th, the Willow Fire started on U.S. Forest Service lands adjacent to BLM lands in the Juniper Flats area. The fire burned 63,486 acres, including approximately 16,000 acres of BLM land. Natural resources comprising the local ecosystems were extensively damaged by the fire. The vegetative cover was burned away leaving bare soils exposed and vulnerable to erosion. The loss of vegetation has also stressed wildlife populations by reducing available cover and forage.

The fire damaged cultural resources, soils, vegetation, wildlife, and wildlife habitat. As a result these resources are extremely sensitive to further impacts from human activity. We are closing the area to prevent disturbances to these types of sensitive resources. By preventing disturbances we will help avoid excessive soil erosion and loss, vegetative damage, wildlife mortality, riparian area degradation, destruction of fences, and water quality impacts. Temporarily closing the area provides a protected environment for natural systems to begin recovering. A successful recovery is needed to sustain the long term health of the land.

In general, the closed public lands are east of Deep Creek Road, south of the

Atchison Topeka and Santa Fe rail lines, west of Highway 18, and north of Deep Creek. The authority for this closure is 43 CFR 8364.1, 18 U.S.C. 3571. This closure only applies to those portions of the following sections burned during the Willow Fire: San Bernardino Base and Meridian, T.3N. R.1W. sections 2, 3, 4, 5, 6; T.3N. R.2W. sections 1, 2, 3, 4, 5, 6, 7 and 8; T.3N. R.3W. sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; T.4N. R.1W. sections 31 and 32; T.4N. R.2W. sections 26, 27, 28, 29, 31, 32, 33, 34 and 35; T.4N. R.3W. sections 21, 22, 23, 24, 25, 26, 27, 28, 30, 31, 32, 33, 34 and 35. If you fail to comply with this closure order you may be fined up to \$100,000.00 or be imprisoned for up to 12 months, or both.

You are exempt from this closure if you are engaged in one of these activities: law enforcement, emergency services, government business, or work to maintain utilities and infrastructure. You may be exempt if permitted by a BLM Authorizing Officer. You and your guests are exempt to access your residence or property if it is within the closed area. This closure only affects public lands. County roads and segments of roads through private lands are unaffected. You are exempt to use the portion of Bowen Ranch Road that is a County road. The exempt portion crosses public lands in section 31 of T.4N. R.2W., and sections 1, 11 and 12 of T.3N. R.3W., ending at the boundary of the Bowen Ranch.

Two previous closures provided immediate protection for the burned area. While those closures were in effect a long term rehabilitation strategy was developed. The strategy is contained in a report compiled by the fire rehabilitation team. The closure is being re-issued as part of the rehabilitation strategy. Our intent is to protect the damaged natural systems through at least the first growing season. The growing season runs from the fall to the spring. This is when there is sufficient rainfall for the vegetation to grow. The recovery effort will be evaluated next spring to determine if the closure needs to be re-issued again.

**Tim Read,**

*BLM, Barstow Field Office Manager.*

[FR Doc. 99-27704 Filed 10-26-99; 8:45 am]

BILLING CODE 4310-40-M

**DEPARTMENT OF THE INTERIOR****Bureau of Land Management**

[NV-063-5440-EQ-F502; N-62443]

**Notice of Realty Action Nevada: Conveyance of Public Land for Airport Purposes in Lander County, NV**

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Conveyance of Public Land for Airport Purposes in Lander County, Nevada.

**SUMMARY:** The following public land in Lander County, Nevada has been found suitable for conveyance to Lander County for airport purposes under section 516 of the Airport and Airway Improvement Act of 1982 (49 U.S.C. 2215).

**Mount Diablo Meridian**

T. 18 N., R. 42 E.,

Sec. 1, lots 1-3, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ .

T. 19 N., R. 42 E.,

Sec. 25, S $\frac{1}{2}$ S $\frac{1}{2}$ ;

Sec. 36, E $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ .

T. 18 N., R. 43 E.,

Sec. 6, lots 3 and 4.

T. 19 N., R. 43 E.,

Sec. 30, lot 4;

Sec. 31, lots 1-4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ .

Containing approximately 1205.09 acres

Conveyance of the land is consistent with applicable Federal and County land use plans and will help meet the needs of Lander County. The land is not required for any Federal purposes and will not be conveyed until at least 60 days after the date of publication of this notice in the **Federal Register**.

**FOR FURTHER INFORMATION CONTACT:** Chuck Lahr, Realty Specialist, Bureau of Land Management, Battle Mountain Field Office, 50 Bastian Road, Battle Mountain, Nevada 89820.

**SUPPLEMENTARY INFORMATION:** The airport is currently under lease (Nev-057498) to Lander County, Nevada. The lease will be terminated prior to the proposed conveyance. The land is segregated by virtue of the existing airport lease. This notice continues the segregation of the above described public land from operation of the public land laws, including the mining laws. The segregative effect will end upon issuance of the conveyance. Patent, when issued, will contain the following reservations to the United States:

1. A right-of-way for ditches and canals constructed by authority of the United States, Act of August 30, 1890, (43 U.S.C. 945);

2. All mineral deposits shall be reserved to the United States, together with the right to prospect for, mine, and

remove such deposits under applicable laws and regulations as the Secretary of the Interior may prescribe;

3. The property shall revert to the United States in the event the lands are not developed for airport or airway purposes or are used in a manner inconsistent with the terms of the conveyance.

And will be subject to:

1. Those rights for highway purposes granted to the Nevada Department of Transportation, its' successors or assigns, by right-of-way CC-021379A, pursuant to the Act of August 27, 1958, as amended, (23 Stat. 317).

2. Those rights for telephone line purposes to Shoshone Telephone Cooperative, Inc., its' successors or assigns, by right-of-way N-7189, pursuant to the Act of March 4, 1911.

3. Those existing Federal grazing permits, unless waived by the grazing permittee. Such grazing shall be valid for a period of 2 years from the date that the permittee has received notification of the land transfer. In accordance with Part 402(g) of the Act of October 21, 1976, as amended (43 U.S.C. 1752), the grazing permittees will receive reasonable compensation for the value of their interest in authorized permanent improvements.

4. All other valid existing rights.

And will contain the following Covenants:

1. That the grantee will use the property interest for airport purpose, and will develop that interest for airport purposes within one to five years after the date of this conveyance, except that if the property interest is necessary to meet future development of an airport in accordance with National Plan of Integrated Airports System (NPIAS) the grantee will develop that interest for airport purposes on or before the period provided in the plan or within a period satisfactory to the Administrator of the Federal Aviation Administration and any interim use of that interest for other than airport purposes will be subject to such terms and conditions as the Administrator may prescribe.

2. That the airport runway system and its appurtenant safety areas, and all buildings and facilities, will be operated for public airport purposes on fair and reasonable terms without unjust economic discrimination; or on the basis of race, color, or national origin, as to airport employment practices, and as to accommodations, services, facilities, or other public uses of the airport.

3. That the grantee will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349 9(a), as

amended), at the airport or at any other airport now owned or controlled by it.

4. Agrees that no person shall be excluded from any participation, be denied any benefits, or be otherwise subjected to any discrimination on the grounds of race, color, national origin, or disability.

5. Agrees to comply with all requirements imposed by or pursuant to Part 21 of the Regulations of the Office of the Secretary of Transportation (49 CFR 21)—nondiscrimination in federally assisted programs of the Department of Transportation—effectuation of Title VI of the Civil Rights Act of 1964.

6. That in furtherance of the policy of the Federal Aviation Administration under covenant, the grantee:

- Agrees that, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity;

- Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

- Agrees that it will terminate forthwith any other exclusive right to conduct any aeronautical activity now existing at such an airport.

7. That any later transfer of the property interest conveyed will be subject to the covenants and conditions in the Instrument of Conveyance.

8. That, if the covenant to develop the property interest (or any part thereof) for airport purposes within one year after the date of this conveyance is breached, or if the property interest (or any part thereof) is not used in a manner consistent with terms of the conveyance, the Administrator may give notice to the grantee requiring him to take specified action towards development within a fixed period. These notices may be issued repeatedly, and outstanding notices may be amended or supplemented. Upon

expiration of a period so fixed without completion by the grantee of the required action, the Administrator may, on behalf of the United States, enter, and take title to, the property interest conveyed or the particular part of the interest to which the breach relates.

9. That, if any covenant or condition in this instrument of conveyance, other than the covenant contained in paragraph 7 of this section, is breached, the Administrator may, on behalf of the United States, immediately enter, and take title to, the property interest conveyed or, in his discretion, that part of that interest to which the breach relates.

10. That a determination by the Administrator that one of the foregoing covenants has been breached is conclusive of the facts; and that, if the right entry and possession of title stipulated in the foregoing covenants is exercised, the grantee will, upon demand of the Administrator, take any action (including prosecution of suit or executing of instruments) that may be necessary to evidence transfer to the United States of title to the property interest conveyed, or in the Administrator's discretion, to that part interest to which the breach relates.

For a period of 45 days from the date of publication in the **Federal Register**, interested parties may submit comments to the Field Manager, Battle Mountain Field Office, 50 Bastian Road, Battle Mountain, NV 89820. Any adverse comments will be evaluated by the State Director, who may sustain, vacate or modify this realty action and issue a final determination. In the absence of timely filed objections, this realty action will become a final determination of the Department of the Interior.

Dated: October 15, 1999.

**M. Lee Douthit,**

*Associate Field Manager.*

[FR Doc. 99-27985 Filed 10-26-99; 8:45 am]

BILLING CODE 4310-HC-P

## DEPARTMENT OF THE INTERIOR

### National Park Service

#### General Management Plan/ Environmental Impact Statement, Navajo National Monument, Arizona

**AGENCY:** National Park Service,  
Department of the Interior.

**ACTION:** Notice of intent to prepare an environmental impact statement for the general management plan, Navajo National Monument.

**SUMMARY:** Under the provisions of the National Environmental Policy Act, the