

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE
Napa County Lease No. 260389B

Napa County, a political subdivision of the State of California of 1195 Third Street, Napa, CA 94559
(Lessee Name) (Billing Address)

THIS LEASE, dated this 16th day of June, 2026, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and Napa County its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties." As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Field Manager or District Manager for the public lands wherein the following described lands are located.

The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of Napa, State of California: Mount Diablo Meridian, NE1/4SE1/4 of Section 3, T. 9 N. R. 7 W. (Legal Description) (hereinafter called the "property"). Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and removal of a communication facility. (Type of Communication Use)

The location of the property is shown generally on the site plan dated April 13, 1962, for the Mt. St. Helena Communications Site located in the original file authorized under CAS 070685 of County of Napa, and on Exhibits A and A1 attached hereto and incorporated herein by reference.

Specifically, this Communication Use Lease authorizes the following communications facility improvements and access to the property across public land:

- One existing 10' x 20' concrete building with metal roof housing Telecommunications equipment, providing communications services to Napa County, local and other government agencies.
 - Replacement of an existing 40' x 40' chain link fence in the area depicted on Exhibit A1, including buried power line/conduit to PG&E tie-in.
 - Access to site consists of approximately 6.4 miles in length, ranging between 20' x 50' in width, through State Parks with the approximate last 800 feet over public land.
 - Access through State Parks is authorized by Operating Agreement No. P19OA003 between the State of California, Department of Parks and Recreation and Napa County Regional Park & Open Space District for the operation of Robert Louis Stevenson State Park.
 - Construction of one new 80' self-supporting steel lattice tower and associated concrete pad in the area depicted on Exhibit A1.
 - An existing 40' tower and associated concrete pad as shown on Exhibit A1, both of which will be demolished following completion of construction of the new tower.
- The dated and initial exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

- A. This lease will terminate one minute after midnight on December 31, 2039. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.
- B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit B construction shall commence on or about April 1, 2027, and shall terminate 6 months after commencement, unless the parties agree in writing, in advance, to an extension.
- C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.
- D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

- A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.
- B. After the initial rental period, rental payments are due at the close of the first business day after January 1st of each calendar year for which a payment is due. Payments due the United States for this use must be deposited at Bureau of Land Management, in the form of a check or money order payable to **Bureau of Land Management, DOI**. Credit card payments (VISA and MasterCard) can be made in person, through the mail, or by telephone. This lease may be terminated if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.
- C. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 U.S.C. 3717, et seq, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

- D. Disputed rental payments are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

- A. Lessee is authorized to rent space and provide other services to customers and/or tenants and must charge each customer/tenant a reasonable rental payment without discrimination against the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restrictions restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer with a certified statement, listing all tenants and customers, by category of

use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with the stipulations in the communications site plan approved by the Authorized Officer and attached hereto as Exhibit B and incorporated herein by reference. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

C. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.

D. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter to be operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

E. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.

F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

A. Lessee assumes all risk of loss to the authorized improvements.

B. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

C. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.

D. The United States has no duty, either before or during the lease term, to inspect the property or to warn

of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.

E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

1. If Lessee is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the Authorized Officer must prepare a risk assessment to determine the United States' potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the Authorized Officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State must procure, as a requirement to be fulfilled before execution of this lease, insurance (see below), and name the United States, together with the State, as an insured on the policy(s), in the amount determined in the risk assessment that exceeds the State's liability limitation.
2. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

B. Termination and Suspension.

1. General. For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.

"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.

"Suspension" is a temporary action, and the privileges may be restored upon the occurrence of prescribed actions or conditions.

2. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by Lessee's Federal tax amortization schedules.
3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days,

to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.

4. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.

C. Restoration

1. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
2. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
3. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

D. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.

E. Reservations. This lease is granted subject to the following reservations by the United States:

1. The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
2. The right to modify the communications site plan as deemed necessary.
3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
4. The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

In the event of any conflict between any of the proceeding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

F. This lease supersedes and replaces in its entirety the Communications Use Lease between the Parties dated December 10, 2019.

Site Stipulations.

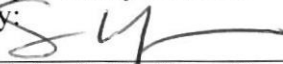
ACCEPTED this _____ day of _____, 2026, I, the undersigned, have read, understand and accept the terms and conditions of this lease.

Authorized Signing Officers and Titles:

Lessee: Napa County
By:

Amber Manfree, Chair of the Board of Supervisors

Approved as to Form
Napa County Counsel

By: 

Sabrina S. Wolfson, Deputy County Counsel

Attest
Napa County Clerk of the Board of Supervisors
By:

Neha Hoskins, Clerk of the Board of Supervisors

Approved
Napa County Board of Supervisors
By:

Deputy Clerk of the Board

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the first day and year written above.

UNITED STATES OF AMERICA

Signature of Authorized Officer

Field Manager

Title of Authorized Officer

Neal Craig, Authorized Officer

(Date)

=====



CACA106091165, Exhibit A-Map

blm.gov/california

Subject: County Napa
Comm Site


Napa County

T9N R7W MDM



Lat/Long: 38.655907°N, 122.615226°W
Napa County

NOTES:
All Public roads, no
additional gate or locks.

LEGEND:
 County of Napa Communication Site

Scale: 1:1,016

No warranty is made by the U.S. Bureau of Land Management (BLM) for use of the data for purposes not intended by BLM. The BLM assumes no responsibility for errors or omissions. No warranty is made as to the accuracy, reliability, relevancy, timeliness, utility, or completeness of these data. Maps, geographic information for individual use, or aggregate use with other data, nor shall the act of distribution to contractors, partners, or beyond, constitute any such warranty for individual or aggregate data use with other data.



Exhibit A1-CACA106091165

County of Napa Communication Site-Aerial Map

Bureau of Land Management
Ukiah Field Office
2550 N State Street
Ukiah, CA 95482
707-468-4000



3/5/2026



CACA106091165

Project Area Features

Fenced Area

Existing Tower

Proposed New Tower

County_Boundary

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of this map or the data displayed for individual use or aggregate use with other data.

EXHIBIT B
Additional Stipulations
Serial No. CACA058685

General

1. The communications site lease is subject to all existing valid rights.
2. There is reserved to the Authorized Officer the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this lease.
3. The holder (also known as Lessee) shall attach and maintain a marker to the fence(s). Each of the fence opening nearest the entry and exit points of the BLM land. These markers shall be of stamped or engraved metal and shall state the BLM serial number of this lease in characters no smaller than one inch high.
4. No equipment work that might result in a spill of hazardous material, such as oil changes, is allowed on this right-of-way. All spills of hazardous materials on this right-of-way will be reported to the Napa County, in accordance with Napa County Requirements and to the Ukiah Bureau of Land Management Office at (707) 468-4000.
5. The holder shall designate a representative(s) who shall have the authority to act upon and to implement instructions from the authorized officer. The holder's representative shall be available for communication with the authorized officer within a reasonable time when construction or other surface disturbing activities are underway.
6. The communications site lease shall be always maintained in a sanitary condition; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. Only manual maintenance equipment will be used to maintain communications sites such as weed trimmers, racks, leaf blowers, etc. No herbicides are authorized for use.
7. The holder shall conduct all activities associated with the construction, operation, maintenance, and termination of the communications site lease within the authorized limits of the lease.
8. The holder may perform periodic road maintenance within the authorized limits of the communications site lease. The United States will not maintain the road.
9. The holder may install additional erosion control features on the road in the future, if needed. These may include water-bars, metal downspouts, and/or culverts.
10. No routine maintenance activities shall be performed during periods when the soil is too wet to adequately support the equipment. If such equipment creates ruts in excess of six (6) inches deep, the soil shall be deemed too wet to adequately support the equipment.

11. The holder shall maintain the lease in safe, usable condition, as directed by the authorized officer.
12. All design; material, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
13. BLM, its agents, contractors, or assigns, shall have the right, at any time, to enter the site, for purposes of inspecting any communications equipment on the site.
14. BLM reserves the right to place BLM communication equipment on the communication tower and/or in the communication vault.
15. All vehicles use by the holder or the holder's contractors during construction, inspection or maintenance shall be confined to existing roads. No new vehicle routes shall be created or cleared by the holder or the holder's contractor. No off-road vehicle travel is authorized.
16. The holder shall meet Federal, State, and local emission standards for air quality.
17. The holder shall not allow the operation of any electronic equipment in the building or on the site unless and until the user has obtained a license from the Federal Communications Commission or the Interdepartmental Radio Advisory Committee.
18. The holder agrees not to install or allow the installation of any other radio electronic type equipment not specified in this lease or amendment to this lease on or within the structure or on the premises authorized and covered by this lease, without advance notification and written approval of the authorized officer.
19. Reserved.
20. The United States will not be held liable for any damage to the communication facility caused by the general public or as result of fire, wind, or other natural disasters or as a result of silvicultural practices, timber harvesting operations, or other actions stemming from the normal land management activities of the BLM.
21. The holder shall furnish a listing of, or other information pertaining to, all occupants of the facility upon request of the authorized officer.
22. The holder shall at all times operate its radio-electronic equipment in such a manner as not to cause interference with radio-electronic operations of existing users in the vicinity. If such interference results from holder's operations, holder will promptly, at its own expense, modify its equipment and operations, or shut down if necessary to eliminate or reduce the interference to the satisfaction of the FCC and/or the Bureau.
23. The holder shall notify the authorized officer of any intent to locate additional users within or upon their existing facilities, not less than 45 days prior to occupancy of holder's facilities. BLM has authorized the holder to enter into Napa County Sublease Agreement No. 230237B, dated December 13, 2022, with the County of Sonoma and authorizes holder to amend such sublease to incorporate the terms hereof. Any additional users beyond those authorized under that sublease agreement shall require prior notification and approval as provided herein.

Information that must be included is:

- (1) Name, current address, and phone number of the third party.
 - (2) Expected date of occupancy.
 - (3) A photo or sketch illustrating the type of antenna to be installed, as well as any other planned physical changes to the exterior facilities operated by the holder. If the proposed use is not specified in the original lease, an amendment will be required.
24. Upon a decision to decommission the proposed communication site or terminate the communications lease a specific plan for restoration of the involved public lands would need to be prepared. No later than 120 days prior, this plan would be submitted for BLM approval and would address the removal of all installed communication site features. The specific methods which would be used to accomplish this decommissioning would be detailed in this plan.
25. Holder shall be bound by the terms and conditions of the lease agreement, the Saint Helens Communication Site Management Plan Approved August 20, 2012, and in accordance with the Federal land management policy Act, and 43 Code of Federal Regulations 2800.
26. Notwithstanding any other provision of this Lease, no rental payment shall be required from Lessee during the term of this Lease, as Lessor has determined that the permitted use of the Premises serves a public purpose and provides substantial public benefit. The parties acknowledge that the consideration supporting this Lease consists of the public services, community benefits, and other non-monetary value provided through Lessee's use and operation of the Premises.

Cultural and Paleontological Resources

27. Any new surface disturbing activities, other than the authorized communications site lease will require notification to BLM and may require a BLM approved cultural or paleontological resource survey prior to the issuance of a notice to proceed for the activity. A cultural or paleontological monitor may be required, at the discretion of BLM, during surface disturbing activities.
28. Any cultural and/or paleontological resource (historic or prehistoric site or object, or human remains) 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 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.

Biological Resources

Fish and Wildlife

29. Project materials and equipment will be inspected for wildlife prior to moving said material/equipment to reduce potential injury to wildlife. Materials and equipment that cannot be inspected, or from which wildlife cannot escape, will be covered, or otherwise made secure from wildlife intrusion and entrapment at the end of each workday.
30. The project shall be designed and constructed in a manner that does not allow open pipes that birds or other wildlife could be trapped in. This includes fencing, gates, or other materials with open holes. All open pipes will be capped or secured so that wildlife cannot access.

Federally Listed Species

31. The holder shall comply with the Endangered Species Act in the operation, maintenance, and termination of the facilities. The holder shall contact the Bakersfield Field Office, prior to commencement of any activities that involve 1) surface disturbance, 2) off road vehicle or equipment travel or parking, or 3) vegetation modification, to receive guidance on how impacts from such activity must be minimized, including any requirements for compliance with any Endangered Species Act Section 7 consultation.
32. Any discovery or evidence of listed species identified during ground-disturbing activities 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 issued by the authorized officer.
33. If lighting is installed on buildings or required by the FAA, lighting on buildings should be down shielded and those structures/towers required by FAA to have lighting installed, should have flashing lights with the minimum intensity required by the FAA to prevent migratory bird collisions.
34. If project involves power lines and/or power line posts, the Holder shall follow Avian Power Line Interaction Committee (APLIC) guidelines (Suggested Practices for Avian Protection on Power Lines (2006) and Reducing Avian Collisions with Power Lines (2012)) to reduce this risk through facility design and comply with Migratory Bird Treaty Act (MBTA) and other federal wildlife laws, due to potential for electrocution, collision, and nesting/perching by migratory birds on overhead power lines.
35. If guy wires are used on structures (including power line posts and communication towers) they must be marked with bird diverters, so they are visible to prevent injury/mortality to birds through collision.

Noxious & Nonnative Invasive Plant Species (NNIPS)

36. The holder shall be responsible for NNIPS control within the limits of the project or right-of-way.
37. Prior to the use of pesticides/herbicides, the holder shall obtain from the BLM written approval of the applicant's plan showing the type and quantity of material to be used,

biological pest(s)/ NNIPS to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the BLM.

38. Use of pesticides/herbicides shall comply with the applicable Federal and state laws.

Pesticides/herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Pesticides/herbicides must be on the list of pesticides approved for use on California BLM lands. Applicators of herbicides must have completed pesticide certification training and have a Certified Pesticide Applicator's License.