

on, or the release of hazardous substances from Mount Diablo Meridian, Nevada, T. 12 S., R. 46 E., sec. 13, S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, regardless of whether such claims shall be attributable to: (1) The concurrent, contributory, or partial fault, failure or negligence of the United States;

2. A portion of the above described land was used as a solid waste disposal site, and will continue to be used as solid waste transfer station. Upon closure, the site may contain small quantities of commercial and household wastes as determined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901), and defined in 40 CFR 261.4 and 261.5. Although there is no indication these materials pose any significant risk to human health or the environment, future land uses should be limited to those which do not penetrate the liner of final cover of the site unless excavation is conducted subject to applicable State and Federal requirements;

3. No portion of the land shall under any circumstances revert to the United States if any portion has been used for solid waste disposal or for any other purpose which may result in the disposal, placement, storage, or release of any hazardous substance; and will be subject to valid existing rights.

Detailed information concerning this action is available for review at the office of the Bureau of Land Management, Tonopah Field Station, 1553 South Main Street, Tonopah, Nevada. The subject lands were previously classified and segregated for the purposes of a lease authorizing a sanitary landfill pursuant to the Recreation and Public Purposes Act. Further segregation will not be required.

For a period of 45 days from the date of publication of this Notice in the **Federal Register**, interested parties may submit comments regarding the proposed conveyance or classification of the lands to the Assistant Field Station Manager, Tonopah Field Station, PO Box 911, Tonopah, NV 89049.

Classification Comments

Interested parties may submit comments involving the suitability of the land for use as a municipal solid waste transfer station. Comments on the classification are restricted to whether the land is physically suited for the proposal, whether the use is consistent with local planning and zoning, or if the use is consistent with State and Federal programs.

Application Comments

Interested parties may submit comments regarding the specific use proposed in the application and plan of development, whether the BLM followed proper administrative procedures in reaching the decision, or any other factor not directly related to the suitability of the land for the uses described.

Any adverse comments will be reviewed by the State Director. In the absence of any adverse comments, the classification of the land will become effective 60 days from the date of publication of this Notice in the **Federal Register**. The lands will not be conveyed until after the classification becomes effective.

Dated: January 6, 2003.

William S. Fisher,

Assistant Field Manager, Tonopah.

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DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[NV-050-5853-EU]

Notice of Reality Action: Modified Competitive Sale of Public Lands in Clark County, Nevada, to the City of Las Vegas, N-74816 and N-74822

AGENCY: Bureau of Land Management, Interior.

ACTION: Modified Competitive Sale.

SUMMARY: The following described lands have been designated for disposal under Pub. L. 105-263, the Southern Nevada Public Land Management Act of 1998 (112 Stat. 2343); they will be sold modified competitively in accordance with section 203 and section 209 of the Federal Land Policy and Management Act of 1976 (90 Stat. 2750, 43 U.S.C. 1713, 1719) at not less than the appraised fair market value (FMV).

Mount Diablo Meridian, Nevada

T. 20S., R. 59E.,

Sec. 12, E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$,

T. 19S., R. 60E.,

Sec. 21, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$,

T. 20S., R. 60E.,

Sec. 7, lots 8 and 9

Consisting of 18.61 acres, more or less.

These parcels of land, situated in the Las Vegas Valley are being offered as a modified competitive sale to the City of Las Vegas.

When the land is sold, conveyance of the locatable mineral interests will occur simultaneously with the sale of the land. The locatable mineral interests

being offered have no known mineral value. Acceptance of a sale offer will constitute an application for conveyance of those mineral interests. The applicant will be required to pay a \$50.00 non-refundable filing fee for processing of the conveyances of the locatable mineral interests for N-74816 and N-74822.

The terms and conditions applicable to the sale are as follows:

All Parcels are Subject to the Following:

1. All leasable and salable mineral deposits are reserved on land sold; permittees, licensees, and lessees, retain the right to prospect for, mine, and remove the minerals owned by the United States under applicable law and regulations that the Secretary of the Interior may prescribe, including all necessary access and exit rights.

2. A right-of-way is reserved for ditches or canals constructed by the authority of the United States, under the Act of August 30, 1890 (43 U.S.C. 945).

3. All land parcels are subject to all valid existing rights. Parcels may also be subject to applications received prior to publication of this notice if processing the application would have no adverse effect on the FMV. Encumbrances of record are available for review during business hours, 7:30 AM to 4:15 PM, Monday through Friday, at the BLM, Las Vegas Field Office (LVFO), at 4701 N. Torrey Pines, Las Vegas, Nevada.

4. All land parcels are subject to reservations for roads, public utilities and flood control purposes both existing and proposed, in accordance with the local governing entities' Transportation Plans.

5. All purchasers/patentees, by accepting a patent, agree to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentee or their employees, agents, contractors, or lessees, or any third-party, arising out of, or in connection with, the patentee's use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentee and their employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of federal, state, and local laws and regulations that are now, or may in the future become, applicable to the real property; (2) Judgments, claims or demands of any kind assessed