

**From:**  
**To:**

(b)(6),(b)(7)(C)

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**Cc:**

(b)(6),(b)(7)(C)

**Subject:**

Arizona Border Managers Meeting Notes.

**Date:**

Friday, June 30, 2017 6:14:25 PM

**Attachments:**

notes Border Brief Tucson Sector.docx

Good Evening Everyone,

Thank you to all of you that attended yesterday's Arizona Border Managers Meeting. Because of all of your input, insight, and collaboration we were able to have a very educational, motivational, and successful meeting. I have compiled my notes below for those of you that would like to share more of what we discussed with your chains of command. I have also included the notes in the body of this email for easier mobile reading.

Again, thank you for your attendance and partnership.

Have a GREAT DAY!!

Respectfully,

(b)(6),(b)(7)(C) Operations Officer  
Public Lands Liaison Agent  
U.S. Border Patrol - Tucson Sector

(b)(6),(b)(7)(C)

## 2017 Border Managers Meeting

Pascua Yaqui Police Department Auditorium

7777 S. Camino Huivism Tucson, AZ 85757

June 29, 2017

9am to 4pm

### NOTES:

- Border Brief Tucson Sector
  - Over the past year the Tucson Sector has seen various decreases in apprehension numbers.
  - Contributing Factors include the increase in usage of technology, infrastructure, actionable intelligence gathering, and our partnerships with the land manager.
  - As we move forward Tucson Sector wanted to impress our determination to maintain and positively increase our relationships with the DOI and USDA.
- Border Brief Yuma Sector

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- Yuma Sector relayed their current operation status along with various operational outcomes.
- DOI Brief
  - Jon Andrew expressed DOI's happiness towards how far the relationships and collaborative efforts have come between DOI and DHS over his tenure as the Interagency Borderlands Coordinator.
  - Brent Range was introduced as the incoming DOI Interagency Borderlands Coordinator.
- USFS Brief
  - Shane Lyman introduced himself as the current Acting Forest Broder Liaison for the Coronado National Forest.
  - Although our mission goals are different, the can be compatible.
  - CBP helps Forest Service with fire reporting/suppression, security on fires, report on Forest conditions, and funding of road crews.
  - Current Projects/Tasks included:
    - Facilitate communication with CBP partners at all levels
    - Working on IFTs
    - Identified and optained authorization for additional MSC sites.
    - Collaborating with Staff from SVRD to implement Broder Restoration Project.
    - (b)(7)(E) upgrades: Applying new road surface and box culverts near (b)(7)(E)
    - (b)(7)(E): This is a large multi-phase project on (b)(7)(E)
    - Keep CBP informed on fires near the border.
  - Future Projects
    - Show CBP agents/GPS (b)(7)(E).
    - Meet with CBP leadership from Lordsburg station of the El Paso Sector.
    - Establish aviation mishap protocol for downed fire suppression aircraft in Mexico.
    - Keep stations informed and engaged on the (b)(7)(E)
    - Gain access to NF lands on (b)(7)(E)
  - A Review over the current fires affecting the Tucson Sector Border Patrol.
- BMGR Brief
  - DoD Land Considerations
    - 1.7M Acres withdrawn from Public Use for military Training.
    - 400 Species of Plants
    - 62 Species of Mammals
    - 200 Species of Birds
    - 44 Species of Reptiles
    - 5 Amphibians
    - Relatively un-fragmented and undisturbed ecosystem
    - Sonoran Pronghorn Heards
    - Many Historic Cultural Resources
  - The BMGR
    - Encompasses 3 Counties, 2 BP Sectors, and (b)(7)(E) BP Stations
    - The Mission(s) and Safety
    - Tactical training occurs

- Unexploded Ordinance is very possible on the BMGR
  - Don't touch it.
- Various forms of weaponry are used
  - Laser usage occurs and can be very harmful.
- Head all warning signs, rules, and regulations when on the BMGR.
- Access Protocols
  - BMGR-E is active Monday thru Friday and 1 Weekend per month.
  - Typically from (b)(7)(E)
  - Can be open 24/7/365
  - Requested (non-Scheduled) access can occur, but may be asked to hold until entering.
- Although not a party to the 2006 MOU USBP/DOI/USDA to extend the same regulatory requirements to the BMGR.
- Keys to Success
  - Clear Communication Channels
  - Cooperation and transparency
  - Open dialog
  - Regional Perspective
  - Understand, respect, and honor the land manager protocols
  - Don't rest on our laurels

Break

- NPS Brief
  - Brent Range delivered a briefing on the status of the OPCNM and the accomplishments made between OPCNM and the (b)(7)(E) BP Station along with the PLLA Program at a local (b)(7)(E) Station Level and Tucson Sector Level.
  - Miranda Cook briefed the audience on the Saguaro National Parks status and the correlation between Border Crime Incidents and the increase in Border Enforcement Operations on the Ironwood National Forest.
  - Matt Stoffolano briefed on the South East Arizona (SEAZ) Group to include:
    - The USBP Building on the Coronado National Memorial (CNM) which gives USBP the ability to rapidly deploy and respond to incidents in and around the CNM.
    - NPS added a Briefing Book inside the USBP Building that is regularly updated to help USBP have visibility as to traffic trends, incidents, and events on the CNM.
    - An update on the Status of the construction of the IFT on (b)(7)(E)
    - USBP offering shared usage of the indoor firing range at the Brian A. Terry Border Patrol Station.
    - Radio interoperability and the relationships that lead to quick responses and resolution if/when issues arise.
  - Areas for Improvement
    - Collaborative work on Border Road
    - Minor compliance and/or drainage along the border road
    - Impacts of new towers (b)(7)(E)
    - Continues dialog and tracking of personnel
    - How do we increase collaboration (b)(7)(E)

- What can we do, and continue to do, with our diminishing resources?
- USFWS Brief
  - Buenos Aires National Wildlife Refuge (BANWR)
    - February of 2017 Discussion with CBP to upgrade Service-owned well for January 2018 project to repair (b)(7)(E)
    - March 2017 CTIMR Program repaired and upgraded 28 miles of refuge roads used by Service and CBP. Coordinated road construction project for part of the (b)(7)(E) – Service to provide well water.
      - BANWR met with Tucson Samaritans to improve understanding of individual objectives and policies and to build a more positive and cooperative relationship.
      - April of 2017 CTIMR contractor met with refuge to begin work on (b)(7)(E)
      - CBP Staff met with BA and San Bernardino Staff to provide information and help to identify potential subterranean threats.
      - San Bernardino law enforcement staff met with HSI/ICE to discuss potential participation to share data and investigative work.
      - BANWR to met with CBP to discuss IFT Tower Replacement.
  - Cabeza Prieta National Wildlife Refuge
    - (b)(7)(E)
      - (b)(7)(E)
      - New well installed
      - New and expanded septic system installed
    - LMR Repeaters upgraded and/or installed on
      - (b)(7)(E)
      - (b)(7)(E)
      - (b)(7)(E)
    - Working with both Tucson and Yuma BP Sectors regarding future infrastructure and management capability needs.
      - This will improve CBP operational efficiency and effectiveness while reducing impacts to the refuge trust resources.
    - Biggest current issue is dealing with the humanitarian groups that put out water, food, and a variety of other material for illegal border crossers.
- BLM Brief
  - AZ State BLM has released their Southern Arizona Project 2016 Border Report
    - It can be found online at:
      - <https://www.blm.gov/node/11584>
  - BLM stressed their appreciation for the PLLA Program and the USBP for their commitment to environmental stewardship.
  - Tucson Field Office
    - Completed the authorizations for the San Pedro Riparian National Conservation Area access to the (b)(7)(E)
  - Phoenix District
    - Updated status on the Wild Horse and Burro Project
      - BLM will be making the process for USBP to obtain wild horses more streamlined and efficient.



- Thanks were given to the (b)(7)(E) Border Patrol Station and their PLLA for his cooperation and involvement with the projects that BLM Phoenix District has been working on.
- BIA Brief
  - BPA (b)(6),(b)(7)(C) delivered an address to the audience about his role as a liaison to the Bureau of Indian Affairs.
  - BIA is committed to share intelligence and cooperative efforts along the border.
- TON-DPS Brief
  - Executive Director Richard Saunders addressed the audience to share his appreciation for the USBP Tucson Sector Tribal Lands Supervisory Border Patrol Agents (b)(6),(b)(7)(C)
  - Executive Director Saunders stressed the importance of the Law Enforcement and Land Managers need to maintain communication and work together in regards to LEO Operations and Infrastructure Maintenance and Repair.
  - Task Force Commander Wm. Rodney Irby delivered a briefing on the NATIVE Drug Task Force.
    - Task Force is led by the Tohono O'odham Nation Police Department
      - Full Time Participating Agencies Include:
        - ICE Homeland Security
        - US Border Patrol
        - Federal Bureau of Investigations
        - Drug Enforcement Administration
        - Bureau of Indian Affairs
    - Due to the variety of agencies involved many various authorities are represented and enforced.
    - Purposes include:
      - Officer Safety
      - Foster Collaboration among L.E. Agencies
      - Central Repository for Criminal Intelligence/analysis
      - Handle the complexities of Tribal Jurisdiction
      - Address mid-level freelance infrastructure
    - How they work include:
      - Community Impact Investigations
      - Reactive Investigations
      - Intelligence collection and analysis
    - Application of Authorities
      - Federal Prosecution preferred but has limitations
      - State Prosecutions of instant cases when available
      - Tribal charges
      - All venues available to the Task Force to disrupt/dismantle organizations infrastructure.
    - Multiple accolades and awards since the NATIVE Task Forces inception.
    - Good Partners
      - NATIVE Task Force is available to help with virtually any and all investigations and to share intelligence as needed.

## Lunch

- Award
  - The Public Lands Liaison Agent Programs “Eggle Award” for Environmental and Cultural Stewardship
  - Presented to (b)(6),(b)(7)(C)
    - For his contributions to the USBP and DOI
- Round Table State of the AZ Border
  - Discussions included:
    - Water for immigrant’s issue
      - DOI agencies working together to address the issue with the AUSA
      - USBP has spoken with Red Cross and learned that No Mas Muertes is not working under the umbrella of the Red Cross.
    - Radio Interoperability
      - DOI is working on the Interoperability MOU and looking at having the updated MOU signed at the department level.
      - DOI/USBP Interoperability Memorandum is set to expire in December of 2017
    - CBP spoke on the CTIMR and Road Maintenance and Repair.
      - Expansion of the (b)(7)(E) Restoration is being implemented across Tucson Sector in various forms with the same expected outcomes.
- Action Item Review
  - USBP to stay included in the discussions for the BLM SPRNCA Travel Management
  - USBP to provide contact information regarding Red Cross and the Missing Migrant Initiative.
  - The GAO Report on Road M&R from CBP Environmental to be shared as needed with the land managers
  - USBP to check with Technology Deployment Team regarding (b)(7)(E) (b)(7)(E)
  - USFS would like to find a way to monitor or report Wilderness Incursions on the CNF.
- Award
  - Presentation to Brent Range
    - Thanking him for his collaboration and success for working with the USBP while at the Organ Pipe Cactus National Monument
- Closing Comments
  - Special thanks to the USBP Tactical Infrastructure Team, Tribal Lands Liaisons, and the DOI Southwest Border and Drug Coordinator for all their support and help putting together the Border Managers Meeting.
  - It is obvious to all of the agencies that our cultures have changed in a way where we look at our collaborative efforts as a new normal and we should continue to maintain and improve our relationships as we strive to accomplish our missions jointly.

- Adjourn

**From:** (b)(6),(b)(7)(C)  
**To:** Douglas, Jason  
**Subject:** CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
**Date:** Wednesday, September 9, 2015 11:56:53 AM  
**Attachments:** Convey Draft (b)(7)(E) Conservation Easement to CBP and ACE - Aug31 2015.pdf  
Draft Conservation Easement (b)(7)(E) Aug28 2015.docx  
HQ West brochure (b)(7)(E) .pdf  
**Importance:** High

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Hi Jason,

CBP is in the process of acquiring a 1912-acre conservation easement from the (b)(7)(E) as mitigation for CBP facilities in the San Pedro Watershed, chief among them being the (b)(7)(E) BPS. Please see attached brochure, letter, and draft deed of conservation easement for the (b)(7)(E) property. The development rights defined by this easement (after incorporating any changes that you request) is what CBP would purchase for this project. Our attorneys are preparing language ensuring the easement does not allow for a massive cattle operation that requires intensive water use; the TPL tried to assure us that the property itself is not suitable for a large ranching operation and any ground water use for livestock would therefore not be all that intensive a use. Nevertheless, this is something we draw your attention to and will work with TPL to prevent.

Based on the size and zoning of the property and the restrictions in the easement, we believe the easement meets our mitigation obligation for CBP facilities in the San Pedro Watershed; however, we want to be sure the USFWS has no objection. Please review these documents and let me know if you have any comments, questions, or concerns. Thank you.

Regards,

(b)(6),(b)(7)(C)

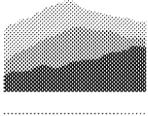
Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

August 31, 2015  
By email

THE  
TRUST  
for  
PUBLIC  
LAND



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607 Cerrillos Road,  
Suite F-1  
Santa Fe, NM 87505  
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michael.patrick@tpl.org

*"Conserving Land for  
People"*  
www.tpl.org

Dan Fodrini  
US Army Corps of Engineers  
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Senior Attorney  
U.S. Customs and Border Protection  
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Real Estate and Environmental Services Division  
U.S. Customs and Border Protection  
(b)(6),(b)(7)(C) dhs.gov

**RE: Draft Conservation Easement**  
(b)(7)(E) CBP San Pedro Water Mitigation Initiative

Gentlemen:

Attached for your review is a draft conservation easement for the (b)(7)(E) property. As you know, our plan is to sell the development rights for the property (as defined by the deed of conservation easement) to CBP and then sell the property to the (b)(6),(b)(7)(C),(b)(7)(E) family to manage as part of (b)(6),(b)(7)(C),(b)(7)(E)

Here are a couple of comments that may be useful:

- Many of the terms are based on the existing conservation easement that is in place between the (b)(6),(b)(7)(C),(b)(7)(E) and BLM (latter as grantee) for (b)(6),(b)(7)(C),(b)(7)(E). In the event that CBP would like to assign the conservation easement in future to BLM, then this document will be based on similar form to that approved by BLM for other projects.
- This conservation easement is consistent with generally accepted practice by the land trust community for such easements including that the easement would run with the land in perpetuity, the Grantor's reserved rights and prohibited uses of the property - in addition to the Conservation Values to be protected - are articulated in the easement, and that CBP (as grantee) has clear rights of enforcement. The easement references an 'easement document report' which sets out the conditions of the property at the time of the conservation easement, and which TPL plans to prepare for review and approval by the parties prior to closing.
- The terms in this easement are very restrictive for the property. In addition to

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more general restrictions that are typical of most conservation easements, this one does not allow for any residential uses of the property (including any right to rebuild or replace the old ranch headquarters) or any water uses except for livestock/wildlife uses to respect the water mitigation objectives for this project. (For example, there would be no water use allowed for irrigated crops such as corn, alfalfa, vineyards, etc.) The easement does provide for the ability of the landowner to restore the property, including the removal of mesquite and other shrub coverage so that it can be reestablished as grassland for livestock and wildlife (and which TPL believes is an important conservation benefit of this project.)

- We have added the potential for a third-party 'conservation monitor' (Section 3d) that could do the annual monitoring of the property on behalf of CBP. This could, for example, be a land trust and in such case there would need to some funds available to do this (i.e. pay an agreed 'endowment fund' to cover the future monitoring costs). Certainly this would not be a requirement and would be at the discretion of CBP to do, but is a nice option for us to incorporate into the easement and avoid requirement of any staffing by CBP for such monitoring.
- The conservation easement could be assigned by CBP to any federal or state agency (see Section 15(h)) without any approvals required by the landowner, including, but not limited to, BLM, Arizona Game and Fish or (b)(7)(E) County. There is also pre-approval that CBP could assign this to the Arizona Land and Water Trust (a qualified land trust), however assignment to other NGO's would need to have approval by the landowner.

This draft conservation easement is subject to approval by CBP, and obviously we can discuss any changes desired by CBP (and for which we would need to consult also with the (b)(6),(b)(7)(C),(b)(7)(E)). The easement does need to be in approximately final form in order to complete the appraisal of the conservation easement, since the agreed restrictions and permitted uses are used by the appraiser in his determination of the value.

We appreciate the opportunity to be a partner with CBP and ACE on your land and water protection work in Arizona. Please call me if you have any questions.

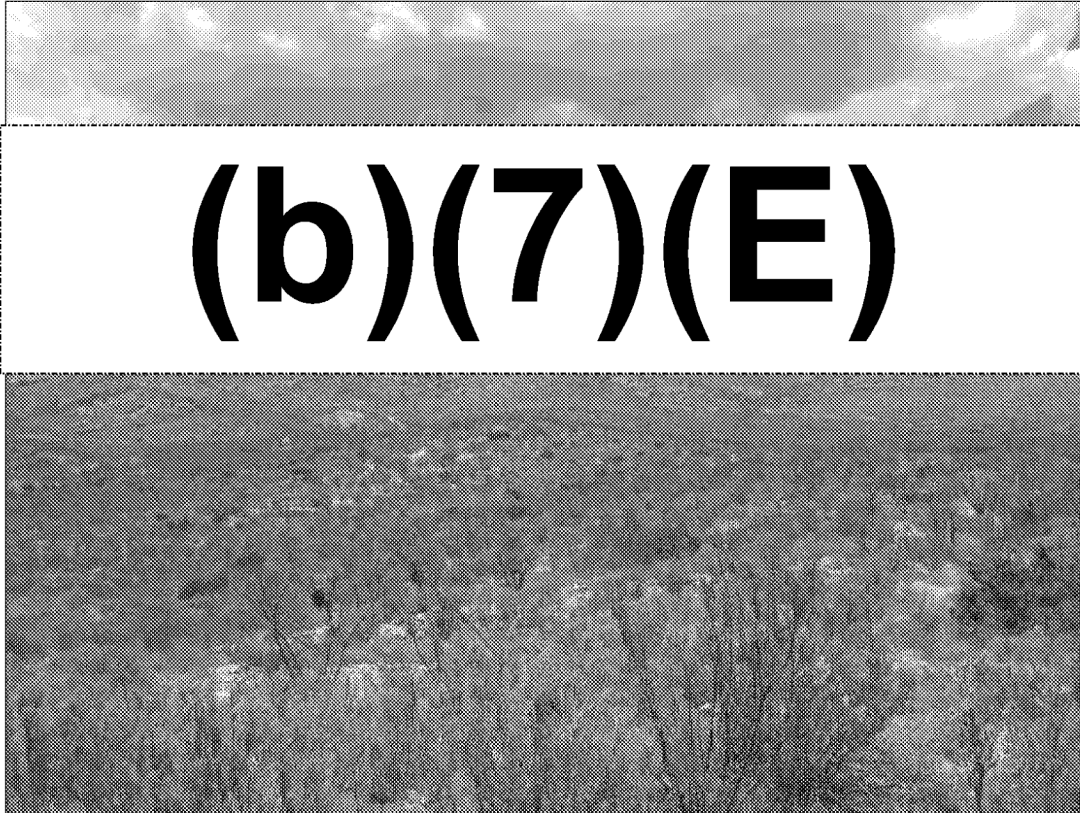
Very truly yours,

**(b)(6)**

Arizona Project Manager

Attachment

(b)(7)(E)  
(b)(7)(E) County, Arizona



*Offered for sale exclusively by:*

**(b)(6),(b)(7)(C),(b)(7)(E)**

*Disclaimer: This information was obtained from sources deemed to be reliable but is not guaranteed by the Broker. Prospective buyers should check all the facts to their satisfaction. The property is subject to prior sale, price change, or withdrawal.*

## Location & Maps

Approximately (b)(6),(b)(7)(C),(b)(7)(E) southeast of Sierra Vista and (b)(6),(b)(7)(C),(b)(7)(E) southwest of Bisbee, Arizona. The property is (b)(6),(b)(7)(C),(b)(7)(E)

## Description

(b)(7)(E) of the scenic San Pedro Valley in southeast Arizona. Portions of the property have high ridges with very dramatic views and the remaining areas are fairly level with (b)(7)(E) provides excellent access and the neighboring towns of Bisbee and Sierra Vista are within easy driving distance.

The area surrounding the property has experienced rapid growth in the last few years. The property is adjacent to existing subdivisions and is clearly in the path of future development. This area of Arizona is popular due to its mild climate and quality of life. This property would provide an excellent investment opportunity for immediate development or long term appreciation.

## Acreage

(b)(7)(E)

## Zoning

(b)(7)(E)

## Utilities

∞

(b)(7)(E)

∞ Telephone- Same as electric above.

∞ Water- There is one well in (b)(7)(E) and one well in (b)(7)(E) (b)(7)(E)

∞ Sewage- Provided by septic tank.

## Price

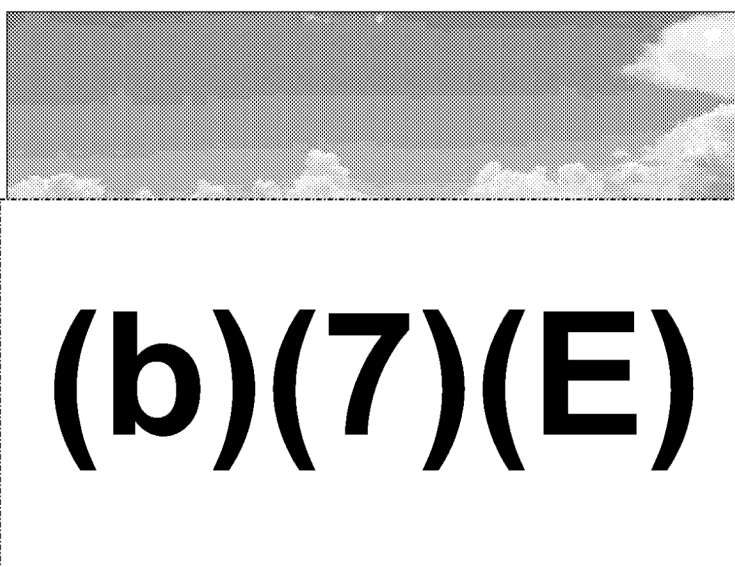
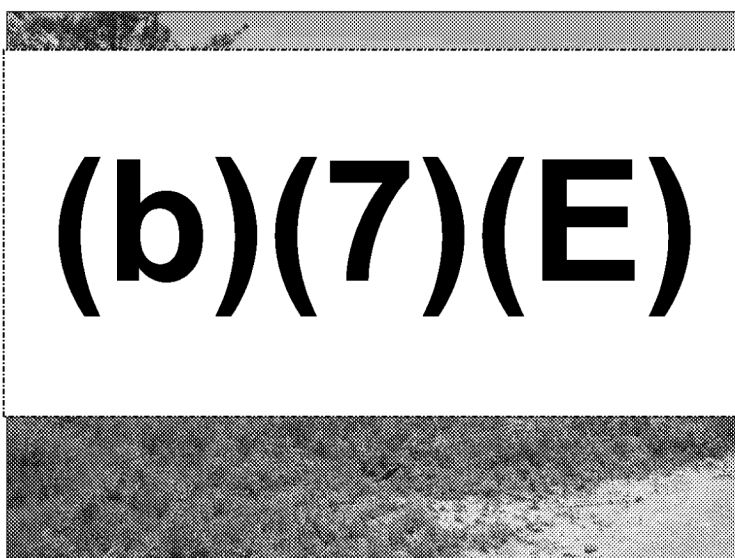
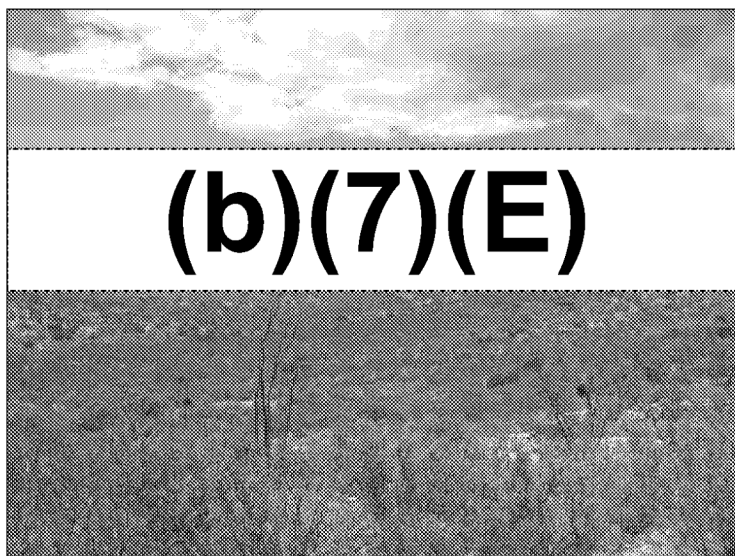
(b)(6),(b)(7)(C)

## Terms

Cash



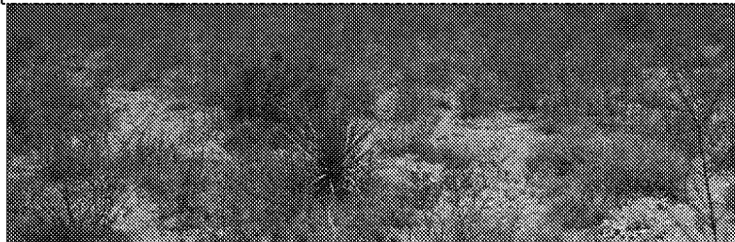
## Pictures



Pictures (continued)



**(b)(7)(E)**



**(b)(7)(E)**





## Location Map

**(b)(7)(E)**

RECORDING REQUESTED BY AND )  
WHEN RECORDED RETURN TO: )  
 )  
U.S. Customs and Border Protection )  
 )  
 )  
 )  
Attn: )

EXEMPT FROM AFFIDAVIT  
REQUIRED PURSUANT TO  
A.R.S. §11-1134A.2. (for CE)

## DEED OF PERPETUAL CONSERVATION EASEMENT

(b)(7)(E)

THIS DEED OF CONSERVATION EASEMENT (hereinafter referred to as the “**Easement**” or “**Conservation Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc., whose address is 607 Cerrillos Road, Suite F-1, Santa Fe, New Mexico 87505 (hereinafter referred to as the “**Grantor**”), in favor of the **UNITED STATES DEPARTMENT OF HOMELAND SECURITY, U.S. CUSTOMS AND BORDER PROTECTION**, whose address is \_\_\_\_\_, \_\_\_\_\_, (hereinafter referred to as the “**Grantee**”).

Exhibits to this Deed of Conservation Easement consist of the following:

Exhibit A – Legal Description of the Property

Exhibit B – Map of the Property

Exhibit C – Easement Documentation Report, dated \_\_\_\_\_

## RECITALS

A. The Grantor is the fee simple owner of the real property consisting of 1,912 acres, more or less, in (b)(7)(E) County, Arizona, and more particularly described and shown in **Exhibit A** and **Exhibit B**, respectively, which are attached hereto and incorporated by this reference (the “**Property**”).

B. The Grantee, acting through the Secretary of Homeland Security and the U.S. Customs and Border Protection desires to purchase certain interest in real property to protect resources associated with the Property, and is qualified as a “holder” of a conservation easement under the terms of Section 33-271 of the Arizona Revised Statutes.

C. The Property contains substantial natural and open space values and attributes (hereinafter called “**Conservation Values**”) of great importance to the Grantor and the Grantee, and their protection will yield a significant public benefit; therefore, this Conservation Easement is created for the purpose of protecting the Conservation Values of the Property. The Property’s specific Conservation Values includes (i) protection of water supplies for the San Pedro River within the Sierra Vista Subwatershed of the river, to be achieved by prevention of development (and associated water uses) of the Property, (ii) preservation of open space in an area of natural scenic beauty, including lands adjacent to (b)(7)(E) (iii) preservation of wildlife habitat for birds, mammals, reptiles, amphibians and invertebrates and (iv) protection of grassland habitat or potential grassland habitat (including the ability to restore and improve such grasslands.) These Conservation Values shall not be interpreted to prevent the removal of woody shrub and brush by Grantor, and restoration of grasslands by Grantor.

D. Grantor desires that the Conservation Values of the Property be preserved and protected in perpetuity.

E. Grantor intends to convey to Grantee, the right to preserve and protect the conservation values of the Property in perpetuity consistent with the terms of this agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual conservation easement consisting of the rights and restrictions enumerated herein, over and across the Property. Grantor expressly intends that the Easement runs with the land and that the Easement shall be binding upon Grantor’s representatives, heirs, successors, and assigns.

- 1) **Purpose.** It is the purpose of the Easement to ensure that the Property will be retained predominantly in its substantially undisturbed and natural state, to preserve and protect in perpetuity the Conservation Values (as defined in Recital C herein) of the Property, and to prevent any use of the Property that will impair or interfere with those Conservation Values. In achieving these purposes, it is the intent of the Grantor and Grantee that the Easement permit the continuation of ranching and agricultural uses of the Property as may be conducted consistent with the Conservation Values protected herein. Grantor further intends to prevent any use of the Property that would significantly impair or interfere with the Conservation Values of the Property.
- 2) **Easement Documentation Report.** In order to establish the present condition of the Property, so as to properly monitor future uses of the Property and assure compliance

with the terms hereof, an inventory of the Property's relevant resources, features, and conditions has been prepared (the "**Easement Documentation Report**" or "**Report**"). The parties acknowledge that the Report is intended to document the condition of the Property subject to the easement as of the date written above and that both Grantor and Grantee have acknowledged in a signed statement that the Easement Documentation Report accurately represents the condition of the Property at the time of conveyance. A copy of the Report is attached hereto as **Exhibit C**, and copies of the Report (which include color versions of maps and photos) have been provided to both Grantor and Grantee. In the event a controversy arises with respect to the nature and/or extent of the historical and/or present use of the Property or the physical condition of the Property as of the date of the signing of this Conservation Easement, the parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

- 3) **Rights of Grantee.** To accomplish the purpose of this Conservation Easement, the following rights are conveyed to Grantee.
- (a) The right to preserve and protect the Conservation Values of the Property consistent with the reserved rights of Grantor.
  - (b) The right to enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement provided that such entry shall not unreasonably disturb Grantor's use and quiet enjoyment of the Property and provided that there be reasonable notice of entry sufficient to allow Grantor to be present and further provided, however, that Grantee shall have the right of immediate entry to the Property if, in its sole judgement, such entry is necessary to prevent damage to or the destruction of any of the Conservation Values protected by this Easement in accordance with Section 7(d) herein. The rights of entry for monitoring shall also extend to the Conservation Monitor, if any.
  - (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement; and to require the rehabilitation of such areas or features of the Property that may be damaged by Grantor's activity or use (except for uses specifically allowed in this Easement) which are intentionally contrary to the purpose of this Easement.
  - (d) To use a qualified third party to perform any of Grantee's rights to monitor the compliance by the Grantor with the terms of this Easement (the "**Conservation Monitor**"). The selection of a Conservation Monitor, if any, shall be made by Grantee with concurrence of Grantor, provided, however, that the selection of either the Arizona Land and Water Trust (or its successors) or USDA Natural Resource Conservation Resource shall not require further concurrence by Grantor. Any costs associated with the use of a Conservation Monitor shall be the responsibility of the Grantee.

4. **Reserved Rights.** Grantor reserves for itself and its personal representatives, heirs, successors, and assigns, all rights accruing from ownership of the Property, including the right to engage or permit or invite others to engage in all uses and activities on the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement. Without limiting the generality of the permitted uses and activities, the following uses and activities are expressly permitted:

- (a) To carry on ranching and educational operations on the entire property.
- (b) To maintain, repair and construct the necessary agricultural improvements as reasonably necessary to facilitate the livestock grazing operations, including range livestock water development.
- (c) To engage in and permit others to engage in recreational uses of the Property that do not substantially impact the Conservation Values of the Property.
- (d) To collect dead and down firewood.
- (e) To construct, maintain and repair such utilities and agricultural outbuildings as are necessary in connection with the future uses of the Property permitted herein and provided such structures are not used *de facto* for residential purposes or other purposes prohibited by this Easement.
- (f) To build, maintain and repair fences; any new or reconstructed barbed wire fences shall be consistent with any wildlife compatible fencing guidelines published by the Arizona Game and Fish Department.
- (g) To construct, maintain and repair necessary trails and vehicleways.
- (h) To construct, maintain and repair stock tanks, pipelines, dikes, berms, gabions, and similar livestock watering or erosion control structures.
- (i) To manage vegetation to obtain increased forage production, increased perennial grass cover and reduced soil erosion. Vegetation management operations include but are not limited to range seeding, mechanical, chemical, brush control and prescribed fire.
- (j) To restore native plant communities on the Property.
- (k) To use biocides and fertilizers for agricultural purposes, revegetation and control of noxious weeds and insect pests subject to following label recommendations, local, state and federal agency regulations for application, and generally accepted principles of safe and efficient use at the time of application.



- (l) Hunting by Grantor or permittees of Grantor provided that any hunting is consistent with the hunting regulations of the State of Arizona.
- (m) The grazing and pasturing of livestock in accordance with current practices of range management science.
- (n) The right, but not the obligation, to remove any of the structures, debris or other manmade materials that existed on the Property prior to the effective date of this Easement.

**5. Prohibited Uses.** Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, Grantor is expressly prohibited from carrying out the following activities and uses but Grantor shall have no responsibility for such activities carried out by third persons or governmental agencies over which Grantor has no control.

- (a) Construction or placing of any buildings, permanent camping accommodations, power lines, mobile homes or billboards except construction of agricultural or ranching outbuildings as provided in Section 4 herein. Grantor shall be permitted to maintain, repair, replace or extend power lines as may be needed to provide electricity to water wells for the agricultural uses that are permitted herein.
- (b) Confinement livestock feeding in which animals are permanently located in enclosures and the majority of their feed supplied from outside sources. This includes but is not limited to cattle feeding, dairy, hog, ostrich and emu farm operations. This paragraph shall not be construed to prevent the temporary or supplemental feeding of livestock.
- (c) Irrigation of pasture or other crops by groundwater pumping.
- (d) Commercial or industrial uses except for ranching and ecotourism operations.
- (e) Surface alternation or natural vegetation alteration other than that necessary or helpful to accommodate the uses of the Property authorized herein including the restoration of grasslands and erosion abatement.
- (f) The legal or de facto subdivision of the Property for any purpose. Grantor shall not transfer title to the Property except in its current entire configuration, even if the Property is comprised of separate legal parcels. Notwithstanding the foregoing, however, Grantor may divide the Property into no more than two separate parcels (the "Divided Parcels"), each of which may be under separate ownership and operated as an independent unit, provided that each Divided Parcel shall remain subject to all the terms of this Easement. Any further right of legal or defacto division of the overall Property shall be extinguished, it being the intent of

Grantor and Grantee that the Property shall not be separated into more than a maximum of two (2) parcels.

- (g) Dumping or storage of refuse, or other unsightly, offensive or toxic materials including, without limitation, livestock carrion. Notwithstanding anything in this Easement to the contrary, this prohibition does not make the Grantee an owner of the Property, nor does it permit the Grantee to control any use of the Property by the Grantor which may result in the storage, dumping, or disposal of hazardous or toxic materials; provided, however, that the Grantee may bring an action to protect the conservation values of the Property as described in this easement. (This prohibition does not impose liability on the Grantee, nor shall the Grantee be construed as having liability as a “responsible party” under Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or similar federal or state statutes.)
- (h) Any stocking of non-native fish or amphibians or other non-native organisms to or from catchments, tanks, springs or creeks.
- (i) Filling, excavating, dredging, mining, drilling, exploration or extraction of minerals, hydrocarbons, soils, sand, gravel, rock or other materials on or below the surface of the Property except as necessary in connection with such activities as may be useful in performing any of the activities permitted pursuant to Section 4 herein. Additionally Grantor shall not lease or transfer any rights to third parties for such uses.
- (j) Pumping of groundwater for other than on-site agricultural uses associated with livestock grazing on the Property as provided for herein or restoration of native vegetation.
- (k) Storage and use of biocides and chemical fertilizers, except for residential and agricultural purposes permitted herein.
- (l) Off road vehicle travel except as reasonably necessary to facilitate agricultural, ranching and related operations.

## **6. Prior Notice and Approval.**

- (a) Grantor expressly agrees to abide by the constraints of the Conservation Easement, and the Grantee agrees to recognize and abide by permitted uses. Grantor agrees to notify the Grantee in writing before exercising any right reserved by Grantor if the exercise of that right may adversely impact the Conservation Values associated with the Property. When notice is required, the Grantor shall notify the Grantee in writing not less than forty-five days (45) prior to the date Grantor intends to begin the activity in question. The notice shall

describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of the Conservation Easement.

- (b) Where Grantee's approval is required or is desired by Grantor, Grantee shall grant or withhold its approval in writing within forty-five (45) days of receipt of Grantor's written request for approval. Grantee's approval may be withheld only upon a reasonable determination by Grantee acting in good faith that the action as proposed would be inconsistent with the purposes of this Conservation Easement. If, in the opinion of the Grantee, it is possible that the proposed activity can be modified to be consistent with this Conservation Easement, the Grantee shall inform the Grantor of the manner in which the proposed activity may thereafter be conducted.

**7. Grantee Remedies, Breach and Restoration.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Conservation Easement, the parties shall meet together to discuss the dispute and attempt resolution. In the event that the Grantee and the Grantor cannot resolve any dispute hereunder, the provisions of this Easement are enforceable by the Grantee and its successors or permitted assigns, as follows:

- (a) Notice of Violation. If the Grantee determines that a violation of the terms of this Easement has occurred or is threatened, the Grantee shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from the Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fail to begin curing such violation within the 30 day period, or fail to continue diligently to cure such violation until finally cured, the Grantee may seek injunctive relief as set forth herein.
- (b) Injunctive Relief. Where irreparable harm may occur, the Grantee, in the sole reasonable judgment of the Grantee, may bring an action in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- (c) Damages. Grantee shall be entitled to recover damages as awarded by a court of competent jurisdiction for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement. Without limiting the Grantor's responsibility therefore, the Grantee may, in its reasonable discretion, apply any damages recovered to the cost of undertaking any corrective action on the Property.

- (d) Emergency Enforcement. If the Grantee in its sole reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, the Grantee may pursue its remedies under this Section 7, without waiting for the period provided for cure to expire, and provided that Grantee has first given Grantee the written notice of the violation described in Section 7(a) herein.
- (e) Scope of Relief. The rights under this Section 7, apply equally in the event of either actual or threatened violations of the terms of this Easement. The parties agree that the Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that the parties shall be entitled to the injunctive relief described in Section 7(b), both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section 7, shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- (f) Costs of Enforcement. All reasonable costs incurred by the Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action, Grantor shall be entitled to receive its reasonable costs as aforesaid including without limitation attorneys' fees. Any obligation of any agency of the United States of America assigned pursuant to this paragraph is subject to applicable federal law as well as authorization and availability of funds.
- (g) Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term thereof shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.
- (h) Waiver of Certain Defenses. Grantor acknowledges that it has carefully reviewed the Easement. In full knowledge of the provisions of this Easement, Grantor hereby waives any claim or defenses it may have against Grantee or its successors in interest under or pertaining to the Easement based upon waiver, laches, estoppel, adverse possession, or prescription.
- (i) Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, wildfire, flood, storm, and earth movement, or from any prudent



action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. **Public Access.** Grantor reserves the right to restrict or prohibit public or private access to the Property. This Easement is not intended to allow additional rights of Grantee to use the Property except for those rights specifically allowed under Section 3 herein or otherwise allowed by law.

9. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is requested to give to the other shall be in writing and either served personally or sent by next business day mail service, registered or certified mail, return receipt requested, addressed as follows:

To Grantor:

To Grantee:

The Trust for Public Land  
101 Montgomery Street, Suite 900  
San Francisco, CA 94104  
Tel: (415) 800-5295  
FAX: (415) 495-0541  
Attn: Legal Dept.

Or to such other addresses as either party from time to time shall designate by written notice to the other.

10. **Recordation.** The Grantee shall record this instrument in timely fashion in the official records of Cochise County, Arizona and may re-record it at any time, as may be required, to preserve its rights in the Easement.

11. **Liabilities, Indemnification and Costs.**

- (a) **No Actions.** Grantor represents and warrants that to the best of Grantor's knowledge, there is no pending or threatened litigation affecting the Property or any portion thereof which will materially impair the conservation values of the Property or any portion thereof to the Grantee.
- (b) **Indemnification.** Grantor shall hold harmless, indemnify, and defend the Grantee and the Grantee's officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind on the Property. This paragraph shall not apply in the case of any hazardous material or substance in any manner placed on the Property by the Grantee or the Grantee's representatives or agents.



- (c) Costs Incident of Ownership. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property and to bear all costs of operation, upkeep, and maintenance of the Property, and does hereby indemnify the Grantee therefore.

12. **Change of Conditions.** The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by the Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that there are no changed circumstances justifying the termination or extinguishment of this Easement pursuant to this Section. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

13. **Amendment.** If circumstances arise under which an amendment to or modification of the Easement would be appropriate, Grantor and Grantee may jointly amend the Easement. Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, shall not permit additional development or improvements to be undertaken on the Property other than development or improvements currently permitted by the Easement, and shall not impair any of the Conservation Values of the Property. Any such amendment shall be recorded in the official records of the county in which the Property is located.

14. **Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceeding in a court of competent jurisdiction.

15. **General Provisions.**

- a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Arizona, except where otherwise preempted or superceded by federal law.
- b. Severability. If any provision of this Easement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.
- c. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions

negotiations, understandings, or agreements, relating to the Conservation Easement, all of which are merged into this Conservation Easement.

- d. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
- e. Grantor – Grantee. The terms "Grantor" and "Grantee" include respectively the above named Grantor, and its personal representatives, heirs, successors, and assigns, and the above named Grantee, its successors and assigns.
- f. Joint Obligation. The obligations imposed by this Easement upon the parties shall be joint and several.
- g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- h. Assignment by Grantee. Grantee may assign its rights and responsibilities under this Conservation Easement to a federal or state agency, including but not limited to U.S. Bureau of Land Management, (b)(7)(E) County or the Arizona Game and Fish Commission. Grantee may also assign its rights and responsibilities under this Conservation Easement to the Arizona Land and Water Trust (or its successors), however an assignment by Grantee to any other nonprofit organization may only be done with concurrence of Grantor.
- i. Duration of Easement. The Easement created by this deed shall burden and run with the Property in perpetuity.
- j. Subsequent Liens On Property. No provision of this Easement should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing, provided that any mortgage, deed of trust or lien arising from such a borrowing is at all times subordinated to this Easement.
- k. Captions. The captions have been inserted solely for convenience of reference and are not part of the Easement and shall have no effect upon construction or interpretation.
- l. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and the Grantee have set their hands on the day and year first above written.

GRANTOR:

**The Trust for Public Land**, a California  
nonprofit public benefit corporation

By: \_\_\_\_\_

(b)(6) Senior Counsel

Date: \_\_\_\_\_, 2015

GRANTEE:

[U.S. Customs and Border Patrol]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Add notary blocks

**Exhibit A**  
**Legal Description**

**[Attached]**

**Exhibit B**  
**Map**



**Exhibit C**  
**Easement Documentation Report**

**[Attached copy of Easement Documentation Report, which includes  
acknowledgement page signed by Grantor and Grantee]**

**From:** Calhoun, Jean  
**To:** (b)(6),(b)(7)(C)  
**Cc:** Douglas, Jason  
**Subject:** Fwd: CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
**Date:** Friday, September 25, 2015 5:53:25 PM  
**Attachments:** Convey Draft (b)(7)(E) Conservation Easement to CBP and ACE - Aug31 2015.pdf  
Draft Conservation Easement (b)(7)(E) Aug28 2015.docx  
HQ West brochure - (b)(7)(E).pdf  
**Importance:** High

---

Hi (b)(6),(b)(7)(C)

A question for you regarding your request below. How does CBP normally handle these conservation easement documents? They really aren't in FWS's purview, simply linked to us by the water use mitigation required by the (b)(7)(E) BO.

Our preference would be that CBP provide FWS a letter that documents (calculates) the amount of water savings that will be incurred by the conservation easement implementation on that property. That amount should be compared to the amount required by the (b)(7)(E) BO, and we would then reply with confirmation of mitigation credits earned. If desired, we can provide water use average figures that could be used in your calculation, but we can't provide a legal review of these documents.

Thanks,  
Jean

Jean A. Calhoun  
Assistant Field Supervisor  
Tucson Office- Arizona Ecological Services  
U.S. Fish and Wildlife Service  
201 N. Bonita Avenue, Suite 141  
Tucson, Arizona 85745  
Tel: (520) 670-6150, ext. 223  
[Jean\\_Calhoun@fws.gov](mailto:Jean_Calhoun@fws.gov)

----- Forwarded message -----  
**From:** (b)(6),(b)(7)(C) @cbp.dhs.gov>  
**Date:** Wed, Sep 9, 2015 at 10:56 AM  
**Subject:** CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
(b)(7)(E)  
**To:** "Douglas, Jason" <[jason\\_douglas@fws.gov](mailto:jason_douglas@fws.gov)>

Hi Jason,

CBP is in the process of acquiring a 1912-acre conservation easement from the (b)(7)(E) as mitigation for CBP facilities in the San Pedro Watershed, chief among them being the (b)(7)(E) BPS. Please see attached brochure, letter, and draft deed of conservation easement for the (b)(7)(E) (b)(7)(E) property. The development rights defined by this easement (after incorporating any changes that you request) is what CBP would purchase for this project. Our attorneys are

preparing language ensuring the easement does not allow for a massive cattle operation that requires intensive water use; the TPL tried to assure us that the property itself is not suitable for a large ranching operation and any ground water use for livestock would therefore not be all that intensive a use. Nevertheless, this is something we draw your attention to and will work with TPL to prevent.

Based on the size and zoning of the property and the restrictions in the easement, we believe the easement meets our mitigation obligation for CBP facilities in the San Pedro Watershed; however, we want to be sure the USFWS has no objection. Please review these documents and let me know if you have any comments, questions, or concerns. Thank you.

Regards,

**(b)(6),(b)(7)(C)**

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

**(b)(6),(b)(7)(C)**

*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

**From:** Douglas, Jason  
**To:** Jean Calhoun  
**Bcc:** Douglas, Jason  
**Subject:** Fwd: CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
**Date:** Friday, September 25, 2015 4:11:13 PM  
**Attachments:** Convey Draft (b)(7)(E) Conservation Easement to CBP and ACE - Aug31 2015.pdf  
Draft Conservation Easement (b)(7)(E) Aug28 2015.docx  
HQ West brochure (b)(7)(E) pdf  
**Importance:** High

---

Jean,

I just received a follow-up request from (b)(6),(b)(7)(C) regarding a review of the attached documents.

Two things:

1. These are legal instruments of a sort, and I'm not sure I have the expertise to review them for anything other than biologically-relevant issues.
2. Workload priorities, as usual. Where would this sit?

What's your guidance on this, please?

Thanks again.

Jason M. Douglas  
Fish and Wildlife Biologist  
U.S. Fish and Wildlife Service  
Arizona Ecological Services Office  
201 North Bonita Street, Suite 141  
Tucson, Arizona 85745  
(520) 670-6150, extension 226 (voice)  
(520) 670-6155 (fax)  
<http://www.fws.gov/southwest/es/arizona/>

----- Forwarded message -----

**From:** (b)(6),(b)(7)(C) @cbp.dhs.gov>  
**Date:** Wed, Sep 9, 2015 at 10:56 AM  
**Subject:** CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
(b)(7)(E)  
**To:** "Douglas, Jason" <jason\_douglas@fws.gov>

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(b)(7)(E) property. The development rights defined by this easement (after incorporating any changes that you request) is what CBP would purchase for this project. Our attorneys are preparing language ensuring the easement does not allow for a massive cattle operation that requires intensive water use; the TPL tried to assure us that the property itself is not suitable for a large ranching operation and any ground water use for livestock would therefore not be all that intensive a use. Nevertheless, this is something we draw your attention to and will work with TPL to prevent.

Based on the size and zoning of the property and the restrictions in the easement, we believe the easement meets our mitigation obligation for CBP facilities in the San Pedro Watershed; however, we want to be sure the USFWS has no objection. Please review these documents and let me know if you have any comments, questions, or concerns. Thank you.

Regards,

(b)(6),(b)(7)(C)

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*



**From:** McIntyre, Julie  
**To:** FW2 AZ ES Tucson  
**Subject:** Fwd: [EXTERNAL] RE: CBP list of BMPs document  
**Date:** Tuesday, May 21, 2019 12:42:56 PM  
**Attachments:** Tucson CBP and AOR BMPs 052019 from (b)(6),(b)(7)(C).xlsx

---

Hi All,

Attached are the CBP BMPs for border barrier projects. They are in tabular format.

Looks like the letter format of overarching CMs, then listed/bulleted CMs divided by location and species is the preferred format for what we should submit (welcome to read below). They also want citations, which we will provide later - we will not have time to do all that on this accelerated time frame for the letter alone, but will provide a bit later (i will negotiate that with

(b)(6),(b)(7)(C)

Going into the google doc now to make the format changes, and will add in language from the NM letter and then the letter from (b)(6),(b)(7)(C)

Thanks for your contributions, all. Oh, and spoke with (b)(6),(b)(7)(C) and he said I am to take the lead on this for R2 and get our letter to him May 31, then it will go to RO and be signed by (b)(6),(b)(7)(C) that next week, so thanks for your assist with this task.

Julie

----- Forwarded message -----

From: (b)(6),(b)(7)(C)@cbp.dhs.gov>  
Date: Tue, May 21, 2019 at 11:08 AM  
Subject: Re: [EXTERNAL] RE: CBP list of BMPs document  
To: McIntyre, Julie <julie\_mcintyre@fws.gov>

Good questions Julie. The table format is just what I pull from our system but it is not the standard. I like (b)(6),(b)(7)(C) suggestion to provide them by location and then provide a list of overarching or general comments/BMPs, especially since there are large distances between the project areas. That will hopefully make it easier for USACE and the contractor to know where there is a need to implement the location specific avoidance measures or BMPs.

In regards to background data and citations, I would greatly appreciate this information as we will use that in the development of our analysis of potential impacts and it will help us to answer any other specific questions we may get from external sources.

I don't want your staff to have to generate a lengthy written document so it may be easier to provide the background data and citations for species in table format, if that's quicker and easier for your team.

Thank you and please let me know if a quick call to discuss would help clarify any of this.

(b)(6),(b)(7)(C)

On May 21, 2019, at 9:44 AM, McIntyre, Julie <julie\_mcintyre@fws.gov> wrote:

Hi again, (b)(6),(b)(7)(C)

So one more question. Is this the preferred format, in this tabular form, for us to send conservation measures/solutions?

When I asked (b)(6),(b)(7)(C) (with Army Corps of Engineers) about her preferred format, she indicated to provide them by location, then general/overarching measures, then by species at that site. So there would be overlap, but she thought it might be easier to grab and understand if it were by project. Just want to be sure we are accommodating the easiest format for you all! We could add another column indicating project (would separate all 4 border barrier projects - (b)(7)(E) County, and (b)(7)(E) County, because they have different species).

Another thing, am wondering if just a table like this would suffice, or if you wish for all the background data and citations to support our recommendations. We can also keep those data and citations on file and offer them on request, if that is less cumbersome.

Thanks,  
Julie

On Tue, May 21, 2019 at 9:28 AM (b)(6),(b)(7)(C) <(b)(6),(b)(7)(C)@cbp.dhs.gov> wrote:

Yes, not a problem

On May 21, 2019, at 9:27 AM, McIntyre, Julie <julie\_mcintyre@fws.gov> wrote:

(b)(6),(b)(7)(C)

This is super helpful! Appreciate your responsiveness to this!

Is it ok if i share it with other agencies and AZGFD?

Thank you,

Julie

On Mon, May 20, 2019 at 10:25 PM (b)(6),(b)(7)(C) <(b)(6),(b)(7)(C)@cbp.dhs.gov> wrote:

Hi Julie – Attached are the BMPs for the project areas. This information is pulled from our internal GIS/Tracking system known as

FITT. The system maintains all of the BMPs we have used for various actions in the areas over the last decade. Some of the BMPs may be duplicates as they are listed under different categories.

Please don't hesitate to call or email should you have any questions.

Thank you again for the assistance!

(b)(6),(b)(7)(C)

**From:** McIntyre, Julie <julie\_mcintyre@fws.gov>  
**Sent:** Monday, May 20, 2019 7:24 PM  
**To:** (b)(6),(b)(7)(C) <[redacted]@cbp.dhs.gov>  
**Subject:** CBP list of BMPs document

Hi (b)(6),(b)(7)(C)

We are moving ahead with composing our letter providing suggested conservation solutions. The letter will be coming out of our Regional Office in early June, as that is realistically the earliest we can get it to you.

It would be great to have the CBP BMPs as a guide in our compilation, so that we do not spend time duplicating efforts. Understand you are one of the busiest men in the US at this time, yet we would love to have a copy of your BMPs to work with when you can share one!

Many thanks,

Julie

--

Julie McIntyre, Ph.D.

Assistant Field Supervisor

Pollinator Coordinator, Southwest Region (R2)

US Fish & Wildlife Service

Arizona Ecological Services, Tucson Field Office

201 N. Bonita Avenue, Suite 141

Tucson, Arizona 85745

Office Phone: 520.670.6150 x223

Work Cell: 602.525.4470

Fax #: 520.670-6155

\*\*\*"Learn More About [Endangered Species Conservation](#) in the Southwest!"\*\*\*

--

Julie McIntyre, Ph.D.

Assistant Field Supervisor

Pollinator Coordinator, Southwest Region (R2)

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Fax #: 520.670-6155

\*\*\*"Learn More About Endangered Species Conservation in the Southwest!"\*\*\*



**From:** McIntyre, Julie  
**To:** Richardson, Scott; Crawford, Cat; Douglas, Jason; Duncan, Doug; Fernandez, Erin; Alanen, Marit; Servoss, Jeff; Crawford, Julie; Sferra, Susan  
**Subject:** Maps of Funded Border Barrier Projects for today's meeting at 1pm in Conf Room  
**Date:** Monday, May 20, 2019 1:03:18 PM  
**Attachments:** BRIEF TCA 284 Border Wall Project Overview FINAL.pptx  
BRIEF ELC 284 Border Wall Project Overview FINAL.pptx  
FY18 RGV Construction Projects Stakeholder Feedback Report.pdf

---

Hi All

Please see info and maps below to inform our discussion today from 1-2.

Want to give you da chance to peek at this prior to our meeting.

Julie

----- Forwarded message -----

From: **Brent Range** <brent\_range@ios.doi.gov>  
Date: Mon, May 20, 2019 at 11:35 AM  
Subject: Fwd: [EXTERNAL] RE: 284 Funded Border Barrier Projects Outreach  
To: <julie\_mcintyre@fws.gov>

Maps.

Brent K. Range  
Program Manager - Inter-agency Borderland Coordinator and Field Communications  
Department of the Interior  
Office of the Secretary

1849 C Street NW Room 5128  
Washington D.C.  
20240

Cell: 202-897-7206  
Office: 202-208-7431

Privileged and Confidential

Sent from my iPhone

Begin forwarded message:

From: (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) <@cbp.dhs.gov>  
Date: May 14, 2019 at 5:51:18 AM CDT  
To: (b)(6),(b)(7)(C) <CBP.DHS.GOV>,  
"sid\_slone@fws.gov" <sid\_slone@fws.gov>, "bill\_radke@fws.gov"  
<bill\_radke@fws.gov>, Scott Stonum <scott\_stonum@nps.gov>, Doug Ruppel

<druppel@fs.fed.us>, "Lyman, Shane" <slyman@fs.fed.us>,  
"john.light@ibwc.gov" <john.light@ibwc.gov>, "iose nunez@ibwc.gov"  
<jose.nunez@ibwc.gov> (b)(6),(b)(7)(C) cbp.dhs.gov>,  
"Range, Brent" <brent\_range@ios.doi.gov>, "Valentine, Julie"  
<ivalentine@blm.gov>, "Vitulano Karen@epa.gov" <Vitulano.Karen@epa.gov>,  
(b)(6),(b)(7)(C) cbp.dhs.gov>,  
(b)(6),(b)(7)(C) cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) CBP.DHS.GOV>, "Elder, Mary"  
<mary\_elder@fws.gov> (b)(6),(b)(7)(C) CBP.DHS.GOV>,  
(b)(6),(b)(7)(C) @cbp.dhs.gov" (b)(6),(b)(7)(C) @cbp.dhs.gov>,  
"wagner.kenneth@epa.gov" <wagner.kenneth@epa.gov>,  
"Houston.robert@epa.gov" <Houston.robert@epa.gov>, "Pimentel, Emily"  
<Pimentel.Emily@epa.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) associates.cbp.dhs.gov>, "Keever, John A CIV USARMY  
CESPL (USA)" <John.Keever@usace.army.mil>, Peter Steere  
<Peter.Steere@tonation-nsn.gov>, "scott\_sobiech@fws.gov"  
<scott\_sobiech@fws.gov>, "rincon.carlos@epa.gov" <rincon.carlos@epa.gov>,  
(b)(6),(b)(7)(C) CBP.DHS.GOV> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov>  
Cc: "LYman, Shane -FS" <shane.lyman@usda.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) CBP.DHS.GOV>, Matt Stoffolano  
<matt.stoffolano@nns.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) CBP.DHS.GOV> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) CBP.DHS.GOV> (b)(6),(b)(7)(C)  
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(b)(6),(b)(7)(C) cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) @cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) CBP.DHS.GOV> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) @CBP.DHS.GOV> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) @cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov>, Lorenzo Ortiz  
<lorenzo.ortiz@ibwc.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov> (b)(6),(b)(7)(C)  
(b)(6),(b)(7)(C) cbp.dhs.gov>

Subject: [EXTERNAL] RE: 284 Funded Border Barrier Projects Outreach

Please find materials attached for this week's site visits.

(b)(6),(b)(7)(C)

Border Wall PMO

Communications & Outreach

(b)(6),(b)(7)(C)

-----Original Appointment-----

**From:** (b)(6),(b)(7)(C)

**Sent:** Monday, May 6, 2019 12:07 PM

**To:** (b)(6),(b)(7)(C) sid\_slone@fws.gov; bill\_radke@fws.gov; Scott Stonum; Doug Ruppel; Lyman, Shane: john.light@ibwc.gov; jose.nunez@ibwc.gov (b)(6),(b)(7)(C) Range, Brent: 'Valentine, Julie'; Vitulano, Karen@epa.gov (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) Elder, Mary; (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) @cbp.dhs.gov; 'wagner.kenneth@epa.gov';

'Houston.robert@epa.gov'; 'Pimentel, Emily' (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) Keever, John A CIV USARMY CESPL

(USA); Peter Steere; scott\_sobicch@fws.gov; 'rincon.carlos@epa.gov' (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

**Cc:** Lyman, Shane -FS; (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) Matt Stoffolano; (b)(6),(b)(7)(C)

**(b)(6),(b)(7)(C)**

(b)(6),(b)(7)(C) Lorenzo Ortiz; (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

**Subject:** 284 Funded Border Barrier Projects Outreach

**When:** Tuesday, May 14, 2019 8:00 AM to Thursday, May 16, 2019 3:00 PM (UTC-05:00) Eastern Time (US & Canada).

**Where:** El Centro, Ajo & Douglass BP Stations

ALCON,

Below and attached is the agenda for the upcoming meetings in El Centro and Tucson Sectors.

Meetings will start at BP facilities (8:00 a.m. for El Centro and 10:00 a.m. for Tucson) and followed by site visits to the areas of proposed construction.

Please forward the invitation to any resource agency or land manager I may inadvertently omitted.

**284 Funded Border Barrier Projects Outreach**

**Date: Tuesday May 14, 2019**

**Time: 8:00 a.m.**

**Place: El Centro Border Patrol Station**

**Address: 221 W Aten Rd, Imperial, CA 92251**

**Phone: (b)(7)(E)**

**Date: Wednesday May 15, 2019**

**Time: 10:00 a.m.**

**Place: Ajo Border Patrol Station**

**850 North Highway 85**

**Why, AZ 85321-9634**

**Phone: (520) 387-7002**

**Fax: (520) 387-6620**

**Date: Thursday May 16, 2019**

**Time: 10:00 a.m.**

**Place: Douglass Border Patrol Station**

**1608 S. Kings Highway**

**Douglas, AZ 85607**

**Phone: (520) 805-6900**

**\*\*\*NOTE: Recommend comfortable attire for a site**

visit.\*\*\*

**Points of contact**

**(b)(6),(b)(7)(C)**

Special Operations Supervisor

Acquisition, Real Estate and Environmental Deputy Director

Border Wall Program

Program Management Office Directorate

**(b)(6),(b)(7)(C)**

**(b)(6),(b)(7)(C)**

Operations Officer, Public Lands Liaison Agent

U.S. Border Patrol, Tucson Sector

**(b)(6),(b)(7)(C)**

**(b)(6),(b)(7)(C)**

Supervisory Border Patrol Agent

El Centro Sector Headquarters

**(b)(6),(b)(7)(C)**



**(b)(6),(b)(7)(C)**

--

Julie McIntyre, Ph.D.  
Assistant Field Supervisor  
Pollinator Coordinator, Southwest Region (R2)

US Fish & Wildlife Service  
Arizona Ecological Services, Tucson Field Office  
201 N. Bonita Avenue, Suite 141  
Tucson, Arizona 85745

Office Phone: 520.670.6150 x223  
Work Cell: 602.525.4470  
Fax #: 520.670-6155

\*\*\*"Learn More About Endangered Species Conservation in the Southwest!"\*\*\*



U.S. Customs and  
Border Protection

# Tucson Wall Replacement Project

May 15-16, 2019



REL0000141981



# Agenda

- Meeting Objectives
  - Provide an overview of the border wall replacement projects in the Tucson Sector area of responsibility.
  - Gather input regarding the proposed project's potential impacts to the environment, culture, and commerce, including potential socioeconomic impacts, and quality of life.

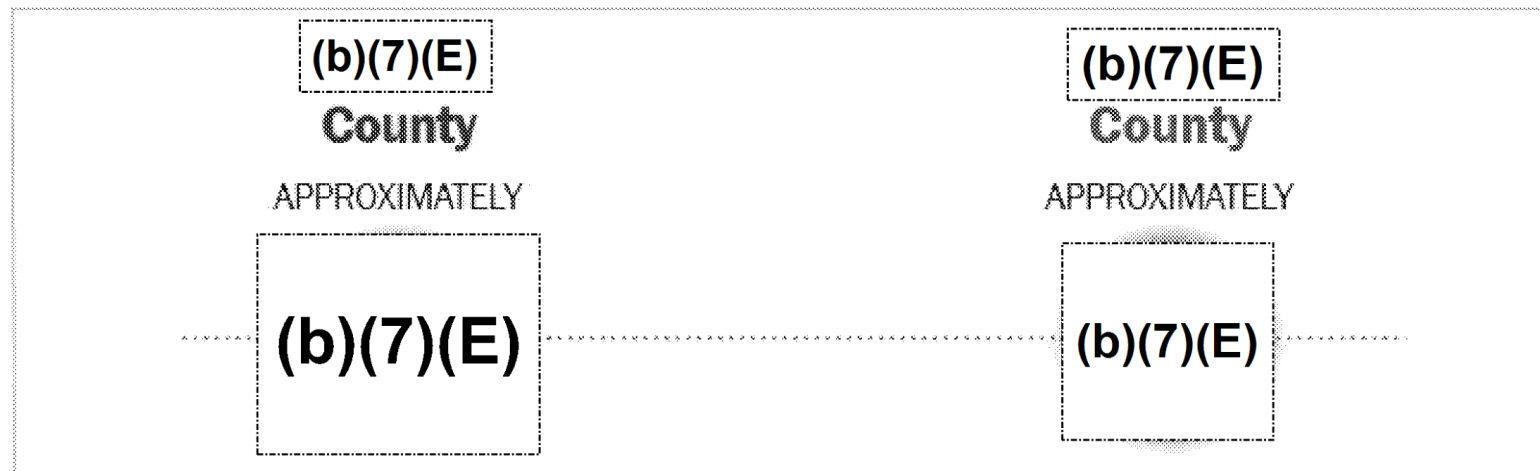


Homeland  
Security



# Tucson Border Wall Replacement

- CBP proposes to replace existing vehicle and pedestrian barrier with bollard wall in (b)(7)(E) and (b)(7)(E) counties, Arizona. CBP proposes to replace up to approximately 63 miles.



Homeland  
Security



# Tucson Border Wall Replacement

- The proposed design of the new bollard wall includes 18- to 30-foot, concrete-filled steel bollards that are approximately (b)(7)(E) in diameter.
- The proposed project also includes the improvement or construction of roads, the installation of lighting, and the installation of other detection technology.
- The location of the (b)(7)(E) segments of the border where the existing vehicle and pedestrian barrier would be replaced with bollard walls as part of the proposed projects is shown on the map on the next slide.



Homeland  
Security



**(b)(7)(E)**



**(b)(7)(E)**

**(b)(7)(E)**

# Open Discussion & Next Steps





U.S. Customs and  
Border Protection

# El Centro Wall Replacement Project

May 14, 2019



REL0000141981



# Agenda

- Meeting Objectives
  - Provide an overview of the border wall replacement projects in the El Centro Sector area of responsibility.
  - Gather input regarding the proposed project's potential impacts to the environment, culture, and commerce, including potential socioeconomic impacts, and quality of life.



Homeland  
Security





# El Centro Border Wall Replacement

- CBP proposes to replace existing vehicle and pedestrian barrier with bollard wall in (b)(7)(E) County, California.

(b)(7)(E)

County

APPROXIMATELY

(b)(7)(E)



Homeland  
Security





# El Centro Border Wall Replacement

- The proposed design of the new bollard wall includes 18- to 30-foot, concrete-filled steel bollards that are approximately (b)(7)(E) in diameter.
- The proposed project also includes the improvement or construction of roads, the installation of lighting, and the installation of other detection technology.
- The location of where the existing vehicle barrier would be replaced with bollard wall as part of the proposed project is shown on the map below. The one segment of the border shown on the enclosed map totals approximately (b)(7)(E)



Homeland  
Security



**(b)(7)(E)**

# Open Discussion & Next Steps





Rio Grande Valley Levee/Border Wall System Construction Projects  
(Fiscal Year 2018)  
Stakeholder Feedback Report

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## 1. Introduction and Background

The United States Customs and Border Protection (CBP) is planning for the Fiscal Year 2018 Rio Grande Valley (RGV) Levee/Border Wall System construction projects. The construction projects include: (1) designing and constructing approximately (b)(7)(E) of levee wall system in (b)(7)(E) County, Texas; and (2) designing and constructing approximately eight (b)(7)(E) of border wall system in (b)(7)(E) County, Texas, with an option for an additional (b)(7)(E). CBP utilizes a comprehensive approach to border security that leverages local, state, and federal law enforcement partners and use of technology, infrastructure, and enforcement personnel to secure the Southwest border. The RGV levee/border wall system is one element of CBP's approach to border security that provides persistent impedance and denial to illegal cross-border activity.

As part of the planning process for the RGV Levee/Border Wall System construction projects, CBP sought input from the public on potential impacts to the environment, culture, commerce, and quality of life. This input will be used to inform the development of an Environmental Stewardship Plan.

### 1.1 About Environmental Stewardship Plans

In October 2018, the Secretary of Homeland Security determined that it was necessary to waive certain environmental laws and regulations in order to expedite construction of barriers in two project areas in the Rio Grande Valley. The waiver includes various environmental, natural resource, and land management laws, including the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA). The Secretary of Homeland Security's waiver authority is set out in section 102(c) of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended ("IIRIRA").

Though certain laws and regulations have been waived, the Department of Homeland Security (DHS) remains committed to environmental stewardship. CBP complies with this commitment through the development of the Environmental Stewardship Plan, which outlines construction Best Management Practices to eliminate or minimize environmental impacts to the greatest extent practicable.

### 1.2 Purpose of this Report

The purpose of this report is to summarize the input received during the public comment process in order to provide stakeholders and the public transparency into the environmental, cultural, and socioeconomic issues that will be considered during the development of the Environmental Stewardship Plan. It does not present individual comments received or provide responses to the comments.





## **2. Public Input Process**

An initial notification inviting input was sent to federal, state, and local agencies, environmental Non-governmental Organizations (NGOs), and local landowners in July 2018. Based on feedback received from the public, CBP:

1. Extended the comment period for an additional 60 days – from September 6, 2018 to November 6, 2018;
2. Expanded the distribution list to additional community members and academics; and
3. Provided notification and informational materials in both English and Spanish.

Notification of the public input process was distributed in English and Spanish through letters, e-mails, media advisory, print and digital advertisements, webinars, and flyers posted in local community centers and libraries. Notification materials are included as an appendix to this report.

Comments were collected primarily through e-mail and mail. In order to create a space for a broader stakeholder involvement, CBP staff had in-person and phone meetings with landowners, environmental experts, and other stakeholders who reached out directly.

In addition, CBP staff plan to continue meeting with impacted stakeholders and knowledgeable individuals throughout the process.

### *2.1 Digital Communication*

CBP hosted two webinars that were open to the general public to provide an overview of the proposed projects and the information CBP is seeking from the public. Attendees had the opportunity to submit questions through the webinar platform and a complete compilation of questions and answers were posted on CBP.gov.

To facilitate access to information about the project and promote transparency, several updates were made to the CBP.gov website in support of the public input process, including posting of the scoping letter and associated materials, webinar presentation, questions and answers, and presentation supplementary notes in both English and Spanish.

### *2.2 Public Feedback Review*

All comments received by CBP were reviewed. Of the 36,077 comments received, 2,711 comments were unique and the remaining were form letters. As the comments were received, they were reviewed and categorized by environmental, economic, cultural, and quality of life based on their primary topic of concern.

Comment review was conducted based on explicit concerns; comments that were not specific or contained vague statements were not interpreted by the reviewers. Comments that provided substantive information were further assessed by CBP to determine the validity of the data and incorporation of the relevant information into the assessment of environmental





impacts. As a next step, CBP will develop an Environmental Stewardship Plan that will incorporate relevant information and data obtained from the public feedback process.

### 3. Summary of Public Feedback

The following summarizes important considerations for CBP's review of impacts provided by the public during the public comment period.

#### 3.1 Waiver of Environmental Laws

Nine commenters expressed opposition to or concern over waiving environmental laws to expedite border wall construction. Many comments indicated that waiving environmental laws might undermine the rule of the law and set a dangerous precedent for the environment. Comments also mentioned specific laws that were waived, such as the National Environmental Policy Act and Endangered Species Act, and provided information on why those laws should not be waived.

#### 3.2 Landscape/Views/Visual Impacts

The 19 comments regarding landscape and obstructed views were primarily directed towards a wall being built in West Texas. The commenters expressed concerns that a wall would damage the beauty of the natural landscapes and would damage the natural beauty of state and national parks. The National Butterfly Center and Bentsen-Rio Grande Valley State Park were specifically mentioned. Big Bend National Park was also mentioned in the comments, although Big Bend National Park is not included in the geographic scope of the current projects.

#### 3.3 Property

A total of 122 commenters expressed concern that the border wall would result in CBP taking or destroying individual's private property. They stated that building a wall would violate property owners' Fifth Amendment rights, disrupt or harm farms in the area, and could contribute to and increase flooding in local neighborhoods. Commenters indicated that, in addition to preventing water from draining properly, a wall could also contribute to debris buildup.

#### 3.4 Historical Preservation

Thirty-six commenters provided information on historic resources that could be within the footprint of the wall. Commenters indicated that, in (b)(7)(E) County, the wall could impact (b)(7)(E) (b)(7)(E) irrigation system, (b)(7)(E) cemetery, (b)(7)(E) (b)(7)(E) In (b)(7)(E) County, commenters indicated the wall could impact (b)(7)(E) City Hall, (b)(7)(E) Hall, (b)(7)(E) (b)(7)(E) Historic District, and the (b)(7)(E) (b)(7)(E) Records indicate that the proposed project area has not been surveyed for cultural



resources and commenters suggested the area be surveyed before the construction process begins.

### *3.5 Cost*

A total of 1,299 commenters stated that the high cost of the border wall does not justify the potential environmental impacts. Some expressed concern that the lack of a cost-benefit analysis can result in ineffective spending. Others believed that the high cost of the wall will increase the national debt. Some suggested that spending money on other types of national security would be more beneficial than a border wall, and provided suggestions such as deploying additional Border Patrol agents to prevent river crossings and equipping port cities with enhanced detection technology.

### *3.6 Ecosystem/Wildlife/Habitat*

A total of 474 commenters conveyed concern that a border wall will damage the unique ecosystem and wildlife in the area, including approximately 50 federally endangered or threatened species. Comments suggested the wall would have a negative effect on slow-moving terrestrial animals, some of which are listed as threatened or endangered species in the state of Texas. Other comments specifically mentioned the Texas tortoise, Texas horned lizard, and indigo snake as wildlife that could be impacted.

Many commenters also stated that the wall would negatively impact the wildlife and the environment by interrupting and preventing migration of animals, fragmentation and destruction of habitat, fragmentation of available mates from Mexican and American animal populations, as well as the probability of large loss of life during a flood. Commenters noted that building a wall would reduce the area, quality, and connectivity of plant and animal habitats. Some provided specific information on the potential areas impacted. Commenters noted that the project could potentially degrade or destroy up to 6,525 acres of land and could remove animals' access north of the levee to the Rio Grande for water during the summer months when temperatures regularly reach over 100 degrees. One commenter noted that less than one percent of Tamaulipan Thornscrub habitat remains in the lower Rio Grande Valley and building the wall and associated (b)(7)(E) enforcement zone could impact this habitat along with important riparian habitat near the Rio Grande River.

Other comments included concerns over the wall in Arizona because it could impede jaguar movements between U.S and Mexico and harm the U.S. jaguar population, Peninsular bighorn sheep, and Mexican gray wolf population. The geographic scope of the current projects does not include Arizona.

### *3.7 Tourism/Ecotourism/Recreation*

There were 205 comments regarding tourism, ecotourism, and recreation. Commenters suggested that fragmenting public and private property will negatively impact ecotourism. One commenter included a link to a study conducted by Texas A&M that concluded ecotourism, primarily birding, contributes \$493 million to the local economy annually.



Commenters also suggested the wall could negatively impact Bentsen-Rio Grande Valley State Park, the parks that are a part of the World Birding Center, the Lower Rio Grande Valley National Wildlife Refuge, and the National Butterfly Center by restricting access to trails and decreasing tourist interest. Someone also indicated a concern about the wall negatively impacting the bike trail near (b)(7)(E) County. Other comments indicated concern that the state will be forced to close Bentsen-Rio Grande Valley State Park, which is part of the World Birding Center, resulting in a big loss to the local economy and the state of Texas.

The Sabal Palm sanctuary, Big Bend National Park, Big Bend Ranch State Park, Santa Ana National Wildlife Refuge, and Black Gap Wildlife Management area were also mentioned in the comments although the geographic scope of the current projects does not include those areas.

### *3.8 Border Security*

A total of 269 comments indicated support for increased border security. However, many commenters questioned the effectiveness of a border wall in preventing drug trafficking or crime in the U.S. because illegal immigrants can use other tactics such as tunnels, ladders, or trafficking through port cities. Other comments indicated the border wall would be successful at increasing border security and encouraged development.

### *3.9 Trade*

Sixteen comments communicated their concerns over a wall causing a trade war with Mexico, which could negatively impact U.S. consumers.

### *3.10 Tribal lands*

Another category of comments included references to tribal lands. A total of 26 commenters were concerned about the impact to tribal lands. One commenter indicated that the Bentsen-Rio Grande Valley State Park is a sacred site for the Carrizo/Comecrudo tribe, and they use the area for ceremonies. Other comments suggested that a wall would also negatively impact the Native American communities of Lipan Apache (South Texas). The Kickapoo (Eagle Pass) and the Ysleta del Sur Pueblo (El Paso) were also mentioned in comments although the geographic scope of the current projects does not include known tribal lands.

### *3.11 Form Letters*

A total of 33,366 form letters were received from five environmental organizations. Each organization authored the form letter and encouraged members and the general public to submit them in response to the request for public comments. These letters stated opposition to development of the border wall and cited many of the same concerns captured above, including: cost, potential flooding, impacts to endangered species, migration routes and habitat, waiver of environmental laws, and impacts to Bentsen-Rio Grande Valley State Park. All form letters were reviewed for any original content added by the sender and any unique information was evaluated.



#### **4. Review Next Steps**

The solicitation of public input on potential environmental impacts is the first step in developing the Environmental Stewardship Plan. Other possible impacts, such as to culture, commerce, and quality of life will also be taken into consideration during the planning and construction process. The plan will incorporate data and information received during the public comment period, as well as from cultural and biological surveys completed within the project areas. The Environmental Stewardship Plan will be released to the public through CBP.gov upon completion, which is planned for May 2019.



**From:** (b)(6),(b)(7)(C)  
**To:** Douglas, Jason  
**Subject:** (b)(7)(E) BPS Mitigation  
**Date:** Thursday, February 26, 2015 11:34:13 AM  
**Attachments:** SanPedroRiver Opportunities as of Jan15 2015 (2).pdf  
**Importance:** High

---

Hi Jason,

I'm following up on our ongoing conversation regarding CBP efforts to complete our mitigation for the (b)(7)(E) Border Patrol Station.

Attached is a map with three parcels identified in the subwatershed that are available and suitable for our mitigation purposes. Please do not distribute. We are pursuing acquiring one or some combination of these properties to offset our projected water use of 163.48 acre-feet per year at CBP facilities in the subwatershed. We project the number of acres required to be approximately 1500, but the final number will be determined in conjunction with the Trust for Public Land or other agent and will be based on the default residential zoning of the property or properties. Depending on which property we pursue, we could acquire the property in fee and then transfer it to a land manager, such as the BLM, while retaining a conservation easement, or we could acquire a conservation easement directly from the landowner, who would manage the property in accord with the new conservation easement. Do you have any concerns with this approach or the properties identified?

If you no longer are working on this project, please refer me as appropriate. Thank you.

Regards,

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

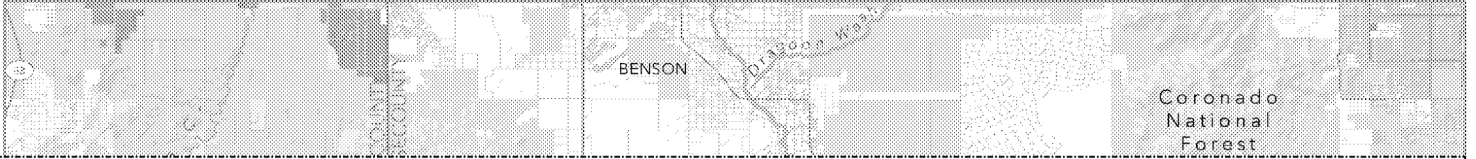
Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

# WATER MITIGATION PROJECT

UPPER SAN PEDRO RIVER



**(b)(7)(E)**

THE TRUST *for* PUBLIC LAND  
LAND FOR PEOPLE

January 15, 2015

REL0000141981



**From:** (b)(6),(b)(7)(C)  
**To:** Douglas, Jason  
**Cc:** (b)(6),(b)(7)(C)  
**Subject:** RE: CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
**Date:** Thursday, September 24, 2015 5:39:58 PM  
**Importance:** High

---

Hi Jason,

I'm following up on my earlier request for comments, questions, or concerns with using a conservation easement on the (b)(7)(E) to meet our mitigation obligation for CBP facilities in the San Pedro Watershed. Thanks

Regards,

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

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---

**From:** (b)(6),(b)(7)(C)  
**Sent:** Wednesday, September 09, 2015 10:57 AM  
**To:** 'Douglas, Jason'  
**Subject:** CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)

Hi Jason,

CBP is in the process of acquiring a 1912-acre conservation easement from the (b)(7)(E) as mitigation for CBP facilities in the San Pedro Watershed, chief among them being the (b)(7)(E) BPS. Please see attached brochure, letter, and draft deed of conservation easement for the (b)(7)(E) property. The development rights defined by this easement (after incorporating any changes that you request) is what CBP would purchase for this project. Our attorneys are preparing language ensuring the easement does not allow for a massive cattle operation that requires intensive water use; the TPL tried to assure us that the property itself is not suitable for a large ranching operation and any ground water use for livestock would therefore not be all that intensive a use. Nevertheless, this is something we draw your attention to and will work with TPL to prevent.

Based on the size and zoning of the property and the restrictions in the easement, we believe the easement meets our mitigation obligation for CBP facilities in the San Pedro Watershed; however, we want to be sure the USFWS has no objection. Please review these documents and let me know if you have any comments, questions, or concerns. Thank you.

Regards,

**(b)(6),(b)(7)(C)**

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

**(b)(6),(b)(7)(C)**

*Excel as a trusted strategic partner enhancing Border Patrol's proud legacy.*

**From:** Calhoun, Jean  
**To:** Douglas, Jason  
**Subject:** Re: CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
**Date:** Friday, September 25, 2015 5:37:57 PM  
**Importance:** High

---

Jason,

This doesn't to me seem to be in our purview. Let me check with Don Beckham, who is overall contact for CBP environmental work. At this point, I would say don't work on it. When I get an answer from Don, then you can convey that information to (b)(6),(b)(7)(C)

thanks,  
Jean

Jean A. Calhoun  
Assistant Field Supervisor  
Tucson Office- Arizona Ecological Services  
U.S. Fish and Wildlife Service  
201 N. Bonita Avenue, Suite 141  
Tucson, Arizona 85745  
Tel: (520) 670-6150, ext. 223  
[Jean\\_Calhoun@fws.gov](mailto:Jean_Calhoun@fws.gov)

On Fri, Sep 25, 2015 at 3:11 PM, Douglas, Jason <[jason\\_douglas@fws.gov](mailto:jason_douglas@fws.gov)> wrote:  
Jean,

I just received a follow-up request from (b)(6),(b)(7)(C) regarding a review of the attached documents.

Two things:

1. These are legal instruments of a sort, and I'm not sure I have the expertise to review them for anything other than biologically-relevant issues.
2. Workload priorities, as usual. Where would this sit?

What's your guidance on this, please?

Thanks again.

Jason M. Douglas  
Fish and Wildlife Biologist  
U.S. Fish and Wildlife Service  
Arizona Ecological Services Office  
201 North Bonita Street, Suite 141

Tucson, Arizona 85745  
(520) 670-6150, extension 226 (voice)  
(520) 670-6155 (fax)  
<http://www.fws.gov/southwest/es/arizona/>

----- Forwarded message -----

From: (b)(6),(b)(7)(C) @cbp.dhs.gov>  
Date: Wed, Sep 9, 2015 at 10:56 AM  
Subject: CBP San Pedro Watershed mitigation work -- draft conservation easement for (b)(7)(E)  
To: "Douglas, Jason" <jason\_douglas@fws.gov>

Hi Jason,

CBP is in the process of acquiring a 1912-acre conservation easement from the (b)(7)(E) as mitigation for CBP facilities in the San Pedro Watershed, chief among them being the (b)(7)(E) BPS. Please see attached brochure, letter, and draft deed of conservation easement for the (b)(7)(E) (b)(7)(E) property. The development rights defined by this easement (after incorporating any changes that you request) is what CBP would purchase for this project. Our attorneys are preparing language ensuring the easement does not allow for a massive cattle operation that requires intensive water use; the TPL tried to assure us that the property itself is not suitable for a large ranching operation and any ground water use for livestock would therefore not be all that intensive a use. Nevertheless, this is something we draw your attention to and will work with TPL to prevent.

Based on the size and zoning of the property and the restrictions in the easement, we believe the easement meets our mitigation obligation for CBP facilities in the San Pedro Watershed; however, we want to be sure the USFWS has no objection. Please review these documents and let me know if you have any comments, questions, or concerns. Thank you.

Regards,

(b)(6),(b)(7)(C)

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

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**From:** McIntyre, Julie  
**To:** (b)(6),(b)(7)(C)  
**Cc:** Radke, Bill (b)(6),(b)(7)(C); David Boyes; Range, Brent K; Richardson, Scott; Emily.A.Lester@usace.army.mil  
**Subject:** Re: [EXTERNAL] FW: culvert detail for (b)(7)(E) and Species Surveys  
**Date:** Monday, October 21, 2019 9:30:24 PM

---

Hi All,

Have been in Europe this past week at my brother's wedding, so apologies for being out of the loop. Am in DC this week for a conference, but checking emails at night. Scott Richardson is acting for me in Tucson through this week.

Bill and I have previously discussed the precarious nature of the species and their dependency on the aquifer and water supply beneath San Bernardino NWR, and I share his concerns about potential impacts to the listed aquatic species that live in this area. The fishes and San Bernardino springsnail are entirely dependent upon the water providing their habitats in the form of spring water ponds and seeps. Similar to the situation at (b)(7)(E) the spring that feeds the large pond adjacent to the farm house on SBNWR and its surrounding aquifer from which San Bernardino draws its water are both critical to the species and sensitive to water drawdown.

The San Bernardino spring snail appears to be found in only one seep, living in an area about 1 square meter, and nowhere else on earth. We know little about the springsnail in terms of its resiliency to water level changes and the specific chemistry of its sole site. Although the springsnail does not live exactly on the border or within the 60 foot Roosevelt Easement, it could still be impacted by water use nearby.

Appreciate the discussion on this, and please consider the hydrology report and work to place wells 5 miles away from the ponds inhabited by fish and springsnails. I return Monday, Oct 28, and am happy to discuss further.

Cheers,  
Julie

On Mon, Oct 21, 2019 at 2:49 PM (b)(6),(b)(7)(C) <[redacted]@cbp.dhs.gov> wrote:

Bill - We have our environmental contractor (Northland Research and Bio Studies) conducting species surveys this Thursday in (b)(7)(E) and (b)(7)(E) as well as any relocations that may be needed. If species are found (fish and frogs) we wanted to identify the best areas where these could be relocated to. Would you or someone on your staff be able to meet them on Thursday to identify relocation areas?

Thank you,

(b)(6),(b)(7)(C)

On Oct 11, 2019, at 10:31 AM, Radke, Bill <[bill\\_radke@fws.gov](mailto:bill_radke@fws.gov)> wrote:

Hi (b)(6),(b)(7)(C) I will call Julie McIntyre today and coordinate a complete answer for your questions.

My own immediate comments though, are:

The species list and critical habitat you have identified above for (b)(7)(E) is accurate with the exception that Yaqui topminnow should also be on that list. The main species anticipated at the (b)(7)(E) site are: Yaqui topminnow, Yaqui chub, and possibly beautiful shiner, northern Mexican gartersnake, and Huachuca water umbel. Silt traps to prevent/minimize silt from entering the stream at this location during and following culvert installation would help allow downstream fish survival.

There are multiple artesian wells on the refuge that provide water for numerous ponds and I will work to provide those to you (the map in the attached report shows some, but not all, of the wells). The FWS remains very concerned about border infrastructure construction water withdrawal and the effects to the groundwater aquifer that supports this national wildlife refuge. FWS Region-2 hydrologists are working on a paper to model the anticipated impacts, yet this is only in draft form and has not cleared the DOI U.S. Solicitor's office yet. Still, I am attaching the rough draft (DRAFT - not approved for final release) of that report, and it is alarming to us. Because FWS has not been provided an official accurate estimate of anticipated water usage for this project, the model can only estimate the water use and project impacts based on less than ideal, accurate information. Yet every model used in the draft report depicts loss of artesian flow from our refuge wells, which will be irreparably disastrous for supporting the endangered aquatic species. There is no electricity to the refuge to power (also non-existing) pumps in any of the wells, so if artesian flow ceases, all refuge wetlands also cease.

To prevent loss of artesian flow on the refuge, FWS continues to request that no wells be drilled/utilized that are closer than 5 miles from refuge wetlands. This would presumably allow at least some buffer and provide adequate time to monitor any decline in artesian flow before we experience total loss of such flow. Even though we have been already identified that 5-mile distance requirement, a new well is currently being drilled closer than 5 miles to endangered species wetlands, and the private (b)(6),(b)(7)(C),(b)(7)(E) well (1.6 miles from endangered species wetlands) has been pumped by contractors for the past 1.5 months and has already utilized over 1,800,000 gallons from the aquifer. That well is also leaking across the landscape, further wasting water that otherwise would be supporting endangered fish. I learned yesterday from the (b)(6),(b)(7)(C),(b)(7)(E) that an additional well is planned to be drilled by contractors just east of the refuge and again much closer than 5 miles from refuge wetlands located in (b)(7)(E) (b)(7)(E). So, now at least three construction wells immediately adjacent to the wildlife refuge will be pumping from the same aquifer that currently



supports the refuge wetlands.

When can we have a meaningful discussion about these cumulative impacts and how best to address them?

Thank you for your anticipated help with this, Bill Radke

On Thu, Oct 10, 2019 at 6:36 PM: (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) <bbp.dhs.gov> wrote:

Bill and Julie - I have a few items that I would like to coordinate with you. First item is the location of any groundwater wells in the San Bernardino NWR. We had asked for recommendations on how far we need to ask the contractor to stay away from the spring(s) in the refuge. The window for us being able to ask USACE/the contractor to take this into consideration will likely be closed by the end of the week.

The second item is related to the attached proposal from the construction contractor to install a temporary water crossing across (b)(7)(E) (also in San Bernardino). The crossing involves the placement of four pipes within the river. Laying down a geo-fabric, and then placing fill material on top of the geo-fabric. This would be temporary while they remove the existing bridge and prep the area for the new crossing. Do you have any species or water concerns on this proposed crossing and if so any recommendations in terms of design or other considerations for the area?

The third item is related to completing appropriate specie surveys in advance of the contractor installing the temp crossings at (b)(7)(E) and at the San Pedro River (when the contractor eventually gets there). USACE pulled the below species from the IPAC system and want to get your input on if these are the appropriate species, are we missing any, and when the surveys for each species should be completed.

I appreciate any information you can provide and if we need a call to go over this please let me know and I will find a window where we are all available

(b)(7)(E)

- Beautiful Shiner
  - Yaqui Catfish
  - Yaqui Chub
  - Chiricahua Leopard Frog
  - San Bernardino Springsnail
  - Northern Mexican Gartersnake
  - Hauachuca Water-umbel (plant- just note presence)

Critical habitat for:

- Beautiful Shiner
- Northern Mexican Gartersnake (proposed)
- Yaqui Catfish
- Yaqui Chub
- Yellow-billed Cuckoo (proposed)

San Pedro-

(when we get to this area)

Endangered and/or Threatened Species Present:

- Chiricahua Leopard Frog
- Northern Mexican Gartersnake
- Jaguar
- Ocelot
- Southwestern Willow Flycatcher
- Yellow-billed Cuckoo
- Northern Aplomado Falcon (EXPN)
- Mexican Spotted Owl
- Huachuca Water-umbel (plant)

Critical Habitat for:

- Northern Mexican Gartersnake (proposed)
- Yellow-billed Cuckoo (proposed)

-----Original Message-----

From: Lester, Emily A CIV USARMY CESPL (USA)

<[Emily.A.Lester@usace.army.mil](mailto:Emily.A.Lester@usace.army.mil)>

Sent: Thursday, October 10, 2019 8:15 PM

To: (b)(6),(b)(7)(C) <[cbp.dhs.gov](mailto:cbp.dhs.gov)>

Cc: (b)(6),(b)(7)(C)

(b)(6),(b)(7)(C) <[cbp.dhs.gov](mailto:cbp.dhs.gov)>

Subject: culvert detail for (b)(7)(E)

for sharing with USFWS and San Bernardino NWR.

Emily Lester

NEPA Compliance Officer

Task Force Barrier

US Army Corps of Engineers

[Emily.A.Lester@usace.army.mil](mailto:Emily.A.Lester@usace.army.mil)

Tel: 602.230.6995 Office

Tel: 213.479.2132 Mobile

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REL0000141981

--

William R. Radke; Project Leader  
U.S. Fish and Wildlife Service  
Buenos Aires, Leslie Canyon, & San Bernardino NWRs  
P.O. Box 3509  
Douglas, AZ 85608  
Cell: (520) 508-7180

<Calculations DrawdownSBNWR [REDACTED] Draft\_Oct 7 2019.docx>  
<Calculations DrawdownSBNWR [REDACTED] Draft\_Oct 7 2019.docx>

--

Julie McIntyre, Ph.D.  
Assistant Field Supervisor  
Pollinator Coordinator, Southwest Region (R2)

US Fish & Wildlife Service  
Arizona Ecological Services, Tucson Field Office  
201 N. Bonita Avenue, Suite 141  
Tucson, Arizona 85745

Office Phone: 520.670.6150 x223  
Work Cell: 602.525.4470  
Fax #: 520.670-6155

\*\*\*"Learn More About Endangered Species Conservation in the Southwest!"\*\*\*

**From:** Douglas, Jason  
**To:** (b)(6),(b)(7)(C)  
**Bcc:** Douglas, Jason  
**Subject:** Re: (b)(7)(E) BPS Mitigation  
**Date:** Monday, April 6, 2015 5:50:04 PM  
**Importance:** High

---

(b)(6),(b)(7)(C)

We're getting into land law a bit here, with which I'm not very familiar. I'll answer things based on what I understand the hydrologic science would indicate.

Again, parcels between the pumping centers near the urban area in Sierra Vista and the San Pedro River have value in preventing new water uses from cropping up in an already-affected zone.

Parcels near the border have value in that their benefits accrue from the border all the way downstream (north), but must be weighed against the likelihood they would be developed. Parcels across the river from Sierra Vista would have lesser value given their lower development potential.

All parcels can be checked against the various USGS "tie-dye" maps and/or Dr. Laurel Lacher's work (summaries here and here)

I believe 3-party easement transactions can work, though you'd have to inquire with the BLM to see if the parcels are within some sort of acquisition boundary and/or if they can take on that responsibility. I believe easements have been acquired where the owner from whom the easement was purchased retains title to the land, managing it subject to the easement's terms.

Thanks for your patience with my responses. The consultation to which this all relates is a high priority but nevertheless competes for my time with others of similar priority.

Jason M. Douglas  
Fish and Wildlife Biologist  
U.S. Fish and Wildlife Service  
Arizona Ecological Services Office  
201 North Bonita Street, Suite 141  
Tucson, Arizona 85745  
(520) 670-6150, extension 226 (voice)  
(520) 670-6155 (fax)  
<http://www.fws.gov/southwest/es/arizona/>

On Mon, Apr 6, 2015 at 4:30 PM (b)(6),(b)(7)(C)@cbp.dhs.gov> wrote:

Hi Jason,

I'm just following up on my email below. Do you have any questions or concerns? Thanks.

Regards,

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Environmental Protection Specialist

Real Estate and Environmental Services Division

Border Patrol Facilities and Tactical Infrastructure

Program Management Office

U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

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---

**From:** (b)(6),(b)(7)(C)

**Sent:** Thursday, February 26, 2015 10:34 AM

**To:** [Jason\\_Douglas@fws.gov](mailto:Jason_Douglas@fws.gov)

**Subject:** (b)(7)(E) BPS Mitigation

Hi Jason,

I'm following up on our ongoing conversation regarding CBP efforts to complete our mitigation for the (b)(7)(E) Border Patrol Station.

Attached is a map with three parcels identified in the subwatershed that are available and suitable for our mitigation purposes. Please do not distribute. We are pursuing acquiring one or some combination of these properties to offset our projected water use of 163.48 acre-feet per year at CBP facilities in the subwatershed. We project the number of acres required to be approximately 1500, but the final number will be determined in conjunction with the Trust for Public Land or other agent and will be based on the default residential zoning of the property or properties. Depending on which property we pursue, we could acquire the property in fee and then transfer it to a land manager, such as the BLM, while

retaining a conservation easement, or we could acquire a conservation easement directly from the landowner, who would manage the property in accord with the new conservation easement. Do you have any concerns with this approach or the properties identified?

If you no longer are working on this project, please refer me as appropriate. Thank you.

Regards,

(b)(6),(b)(7)(C)

(b)(6),(b)(7)(C)

Environmental Protection Specialist

Real Estate and Environmental Services Division

Border Patrol Facilities and Tactical Infrastructure

Program Management Office

U.S. Customs and Border Protection

(b)(6),(b)(7)(C)

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**From:** (b)(6)  
**To:** Douglas, Jason  
**Cc:** Calhoun, Jean (Jean\_Calhoun@fws.gov); (b)(6)  
**Subject:** RE: Naco BPS Mitigation  
**Date:** Monday, April 6, 2015 5:30:34 PM  
**Attachments:** SanPedroRiver\_Opportunities as of Jan15 2015 (2).pdf  
**Importance:** High

---

Hi Jason,

I'm just following up on my email below. Do you have any questions or concerns? Thanks.

Regards,

(b)(6)

(b)(6)

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6)

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---

**From:** (b)(6)  
**Sent:** Thursday, February 26, 2015 10:34 AM  
**To:** Jason\_Douglas@fws.gov  
**Subject:** Naco BPS Mitigation

Hi Jason,

I'm following up on our ongoing conversation regarding CBP efforts to complete our mitigation for the Naco Border Patrol Station.

Attached is a map with three parcels identified in the subwatershed that are available and suitable for our mitigation purposes. Please do not distribute. We are pursuing acquiring one or some combination of these properties to offset our projected water use of 163.48 acre-feet per year at CBP facilities in the subwatershed. We project the number of acres required to be approximately 1500, but the final number will be determined in conjunction with the Trust for Public Land or other agent and will be based on the default residential zoning of the property or properties. Depending on which property we pursue, we could acquire the property in fee and then transfer it to a land manager, such as the BLM, while retaining a conservation easement, or we could acquire a conservation easement directly from the landowner, who would manage the property in accord with the new conservation easement. Do you have any concerns with this approach or the properties identified?

If you no longer are working on this project, please refer me as appropriate. Thank you.

Regards,

(b)(6)

(b)(6)

Environmental Protection Specialist  
Real Estate and Environmental Services Division  
Border Patrol Facilities and Tactical Infrastructure  
Program Management Office  
U.S. Customs and Border Protection

(b)(6)

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**From:** (b)(6),(b)(7)(C)  
**To:** Radke, Bill; McIntyre, Julie; Range, Brent K; (b)(6),(b)(7)(C)  
**Subject:** [EXTERNAL] FW: culvert detail for (b)(7)(E) and Species Surveys  
**Date:** Thursday, October 10, 2019 7:35:39 PM  
**Attachments:** SWVC Workplan (b)(7)(E); Temp. Construction Crossing.pdf  
**Importance:** High

---

Bill and Julie - I have a few items that I would like to coordinate with you. First item is the location of any groundwater wells in the San Bernardino NWR. We had asked for recommendations on how far we need to ask the contractor to stay away from the spring(s) in the refuge. The window for us being able to ask USACE/the contractor to take this into consideration will likely be closed by the end of the week.

The second item is related to the attached proposal from the construction contractor to install a temporary water crossing across (b)(7)(E) (also in San Bernardino). The crossing involves the placement of four pipes within the river. Laying down a geo-fabric, and then placing fill material on top of the geo-fabric. This would be temporary while they remove the existing bridge and prep the area for the new crossing. Do you have any species or water concerns on this proposed crossing and if so any recommendations in terms of design or other considerations for the area?

The third item is related to completing appropriate specie surveys in advance of the contractor installing the temp crossings at (b)(7)(E) and at the San Pedro River (when the contractor eventually gets there). USACE pulled the below species from the IPAC system and want to get your input on if these are the appropriate species, are we missing any, and when the surveys for each species should be completed.

I appreciate any information you can provide and if we need a call to go over this please let me know and I will find a window where we are all available

(b)(7)(E)

- Beautiful Shiner
  - Yaqui Catfish
  - Yaqui Chub
  - Chiricahua Leopard Frog
  - San Bernardino Springsnail
  - Northern Mexican Gartersnake
  - Hauachuca Water-umbel (plant- just note presence)

Critical habitat for:

- Beautiful Shiner
- Northern Mexican Gartersnake (proposed)
- Yaqui Catfish
- Yaqui Chub
- Yellow-billed Cuckoo (proposed)

San Pedro-  
(when we get to this area)

Endangered and/or Threatened Species Present:

- Chiricahua Leopard Frog
- Northern Mexican Gartersnake
- Jaguar
- Ocelot
- Southwestern Willow Flycatcher
- Yellow-billed Cuckoo
- Northern Aplomado Falcon (EXPN)
- Mexican Spotted Owl

-Huachuca Water-umbel (plant)

Critical Habitat for:

-Northern Mexican Gartersnake (proposed)

-Yellow-billed Cuckoo (proposed)

-----Original Message-----

From: Lester, Emily A CIV USARMY CESPL (USA) <Emily.A.Lester@usace.army.mil>

Sent: Thursday, October 10, 2019 8:15 PM

To: (b)(6),(b)(7)(C) <[REDACTED]@cbp.dhs.gov>

Cc: (b)(6),(b)(7)(C) <[REDACTED]@cbp.dhs.gov>

Subject: culvert detail for (b)(7)(E) <[REDACTED]>

for sharing with USFWS and San Bernardino NWR.

Emily Lester

NEPA Compliance Officer

Task Force Barrier

US Army Corps of Engineers

Emily.A.Lester@usace.army.mil

Tel: 602.230.6995 Office

Tel: 213.479.2132 Mobile

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REL0000141981

SWVC								OPERATIONAL WORKPLAN																			
OPERATION : (b)(7)(E) Temporary Construction Crossing								FIRST RULE OF QUALITY: Right the First Time																			
OPERATION OWNERS: WORKPLAN: (b)(7)(E) Temp Culvert CHECK-LIST:								INSPECTION & TEST PLAN REVIEW																			
OPERATION LOCATION: Black Draw								ITEM #						TOLERANCE		VERIFY		TEST		INSPECT		FREQUENCY		INSPECTION POINTS			
SCOPE OF WORK: Install Temporary Drainage / Embank Fill Material																											
PLAN COMPLETED BY: Marcus Pedersen DATE: 10/9/2019																											
REVIEWED / APPRVD BY: DATE:																											
APPLICABLE DRAWINGS																		QUALITY RISK ANALYSIS									
DRAWING #		DRAWING DATE		REV #		RFC Y/N		RFIs		NDCs		FDCs		WHAT CAN GO WRONG				RISK PREVENTION - WHAT CAN WE DO TO ELIMINATE THE RISK?									
														Environmental Impacts				Walk through workzone with biologist.									
														Compaction				Install lifts in 12" increments. Use water.									
														Sediment Releases				Ensure all BPM's are in place by Environmental Engineer									
WBS ELEMENTS & BUDGET																		WORK SEQUENCE / OPERATIONAL PLAN / STEP BY STEP									
DESCRIPTION		WBS		QTY		UNIT		Unit/MH		Total MH		\$/UNIT		TOTAL		INSPECTION POINTS ARE TO BE SHOWN AS A STEP											
																1) Review JHA/AHA with crew.											
																2) Establish Workzone Access. (Remove/Loadout Steel Fencing) See attachment C											
																3) Remove Trees with 349. Grub Small Brush and Grass. See attachment A											
																4) Install Geofabric 56' x 100' w/ 2' overlap											
																5) (b)(7)(E) See attachment B and attachment D											
																6) Place and Compact (b)(7)(E) Bedding Material Between Pipes and Under Haunches to Springline with Jumping Jack											
																7) Place and Compact Common Fill											
																8) Place Geofabric on Upstream Slopes and Around Pipes											
																9) Place Rip Rap on Upstream Slopes											
																10)											
																11)											
																12)											
TOTAL																		TOTAL									
SUPPLIES																		PM'S									
DESCRIPTION.				QTY		DESCRIPTION				QTY		YIELD															
Pipe Sling				1		(b)(7)(E)																					
Shovels				2																							
Jumping Jack				1		Common Backfill				600 CY																	
4' Level				1		Geofabric				666 SY (1.5 Rolls)																	
Banding Tools																											
PRODUCTION GOALS																		PRODUCTION GOALS									
DESCRIPTION		UNIT OF MEASURE		BUDGET		DAILY GOAL		WEEKLY GOAL		DESCRIPTION		UNIT OF MEASURE		BUDGET		DAILY GOAL		WEEKLY GOAL									

# WORK SHEET

Project  
Type of Work

Estimator  
Date

Item No.  
Sheet No.

Plan View

\* Drawing Not To Scale \*



**(b)(7)(E)**



## WORK SHEET

Project  
Type of WorkEstimator  
DateItem No.  
Sheet No.Profile View

Attachment B

Note: Pipe Elevations  
May Vary

\* Drawing Not To Scale \*

(b)(7)(E)

Pipe & Geofabric Detail

(b)(7)(E)

# WORK SHEET

Project  
Type of Work

Estimator  
Date

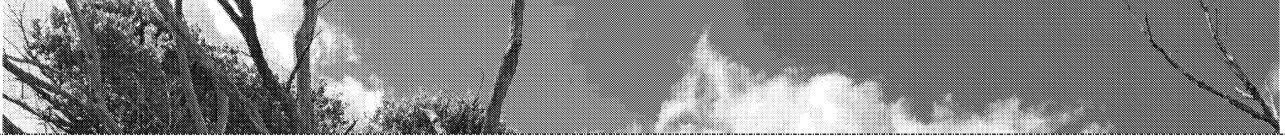
Item No.  
Sheet No.

## Attachment D

Pipe Sequencing



**(b)(7)(E)**



**(b)(7)(E)**



**(b)(7)(E)**



**(b)(7)(E)**