

to the title, physical condition, or potential uses of the parcel of land proposed for sale, and the conveyance of this parcel will not be subject to any contingencies not contained in the Terms and Conditions section of this Notice. However, to the extent required by law, this parcel is subject to the requirements of section 120(h) of the Comprehensive Environmental Response Compensation and Liability Act, as amended (CERCLA) (42 U.S.C. 9620(h)).

7. All purchasers/patentees, by accepting a patent, covenant and agree to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the patentees or their employees, agents, contractors, or lessees, or any third party, in connection with the patentees' use, occupancy, or operations on the patented real property. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the patentees and their employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and/or occupancy of the patented real property which has already resulted or does hereafter result in: (1) Violations of Federal, state, and local laws and regulations that are now, or may in the future become, applicable to the real property and/or applicable to the use, occupancy, and/or operations therein; (2) Judgments, claims or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), pollutant(s) or contaminant(s), and/or petroleum product or derivative of a petroleum product, as defined by Federal or state environmental laws, off, on, into or under land, property and other interests of the United States; (5) Activities by which solid waste or hazardous substances or waste and/or hazardous substance(s), pollutant(s) or contaminant(s), and/or petroleum products or derivative of a petroleum product, as defined by Federal and state environmental laws are generated, released, stored, used or otherwise disposed of on the patented real property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes; or (6) Natural resource damages as defined by

Federal and state law. Patentee shall stipulate that it will be solely responsible for compliance with all applicable Federal, state and local environmental and regulatory provisions, throughout the life of the facility, including any closure and/or post-closure requirements that may be imposed with respect to any physical plant and/or facility upon the real property under any Federal, state or local environmental laws or regulatory provisions. This covenant shall be construed as running with the parcels of land patented or otherwise conveyed by the United States, and may be enforced by the United States in a court of competent jurisdiction.

8. Maps delineating the individual proposed sale parcel are available for public review at the BLM LVFO along with the appraisal.

9. The BLM may accept or reject any or all offers, or withdraw the parcel of land or interest therein from sale, if, in the opinion of the authorized officer, consummation of the sale would not be fully consistent with FLPMA or other applicable laws or would not be in the public interest. If not sold, the parcel may be identified for sale at a later date without further legal notice.

10. Federal law requires bidders to be U.S. citizens 18 years of age or older; a corporation subject to the laws of any State or of the United States; a State, State instrumentality, or political subdivision authorized to hold property, or an entity including, but not limited to, associations or partnerships capable of holding property or interests therein under the laws of the State of Nevada. Certification of qualification, whether of citizenship or corporate or partnership status, must accompany the bid deposit.

#### Additional Information

In order to determine the value, through appraisal, of the parcel of land proposed to be sold, certain extraordinary assumptions may have been made of the attributes and limitations of the land and potential effects of local regulations and policies on potential future land uses. Through publication of this NORA, the BLM gives notice that these assumptions may not be endorsed or approved by units of local government. It is the buyer's responsibility to be aware of all applicable local government policies, laws, and regulations that would affect the subject lands, including any required dedication of lands for public uses. It is also the buyer's responsibility to be aware of existing or projected use of nearby properties. When conveyed out of federal ownership, the lands will be subject to any applicable reviews and

approvals by the respective unit of local government for proposed future uses, and any such reviews and approvals will be the responsibility of the buyer. Any land lacking access from a public road or highway will be conveyed as such, and future access acquisition will be the responsibility of the buyer.

#### Public Comments

The BLM field Manager, Las Vegas Field Office, 4701 North Torrey Pines Drive, Las Vegas, Nevada 89103 will receive the comments of the general public and interested parties up to 45 days after publication of this Notice in the **Federal Register**. Any adverse comments will be reviewed by the State Director, who may sustain, vacate, or modify this realty action in whole or in part. Any comments received during this process, as well as the commentor's name and address, will be available to the public in the administrative record and/or pursuant to a Freedom of Information Act request. You may indicate for the record that you do not wish to have your name and/or address made available to the public. Any determination by the BLM to release or withhold the names and/or addresses of those who comment will be made on a case-by-case basis. A request from a commentor to have their name and/or address withheld from public release will be honored to the extent permissible by law.

Dated: May 2, 2006.

**Sharon DiPinto,**

*Assistant Field Manager.*

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## DEPARTMENT OF THE INTERIOR

### Bureau of Reclamation

#### Quarterly Status Report of Water Service, Repayment, and Other Water-Related Contract Negotiations

**AGENCY:** Bureau of Reclamation, Interior.

**ACTION:** Notice.

**SUMMARY:** Notice is hereby given of contractual actions that have been proposed to the Bureau of Reclamation (Reclamation) and are new, modified, discontinued, or completed since the last publication of this notice on February 23, 2006. This notice is one of a variety of means used to inform the public about proposed contractual actions for capital recovery and management of project resources and facilities consistent with section 9(f) of the Reclamation Project Act of 1939.

Additional announcements of individual contract actions may be published in the **Federal Register** and in newspapers of general circulation in the areas determined by Reclamation to be affected by the proposed action.

**ADDRESSES:** The identity of the approving officer and other information pertaining to a specific contract proposal may be obtained by calling or writing the appropriate regional office at the address and telephone number given for each region in the **SUPPLEMENTARY INFORMATION** section.

**FOR FURTHER INFORMATION CONTACT:** Sandra L. Simons, Manager, Contract Services Office, Bureau of Reclamation, PO Box 25007, Denver, Colorado 80225-0007; telephone 303-445-2902.

**SUPPLEMENTARY INFORMATION:** Consistent with section 9(f) of the Reclamation Project Act of 1939 and the rules and regulations published in 52 FR 11954, April 13, 1987 (43 CFR 426.22), Reclamation will publish notice of proposed or amendatory contract actions for any contract for the delivery of project water for authorized uses in newspapers of general circulation in the affected area at least 60 days prior to contract execution. Announcements may be in the form of news releases, legal notices, official letters, memorandums, or other forms of written material. Meetings, workshops, and/or hearings may also be used, as appropriate, to provide local publicity. The public participation procedures do not apply to proposed contracts for the sale of surplus or interim irrigation water for a term of 1 year or less. Either of the contracting parties may invite the public to observe contract proceedings. All public participation procedures will be coordinated with those involved in complying with the National Environmental Policy Act. Pursuant to the "Final Revised Public Participation Procedures" for water resource-related contract negotiations, published in 47 FR 7763, February 22, 1982, a tabulation is provided of all proposed contractual actions in each of the five Reclamation regions. When contract negotiations are completed, and prior to execution, each proposed contract form must be approved by the Secretary of the Interior, or pursuant to delegated or redelegated authority, the Commissioner of Reclamation or one of the regional directors. In some instances, congressional review and approval of a report, water rate, or other terms and conditions of the contract may be involved.

Public participation in and receipt of comments on contract proposals will be

facilitated by adherence to the following procedures:

1. Only persons authorized to act on behalf of the contracting entities may negotiate the terms and conditions of a specific contract proposal.

2. Advance notice of meetings or hearings will be furnished to those parties that have made a timely written request for such notice to the appropriate regional or project office of Reclamation.

3. Written correspondence regarding proposed contracts may be made available to the general public pursuant to the terms and procedures of the Freedom of Information Act, as amended.

4. Written comments on a proposed contract or contract action must be submitted to the appropriate regional officials at the locations and within the time limits set forth in the advance public notices.

5. All written comments received and testimony presented at any public hearings will be reviewed and summarized by the appropriate regional office for use by the contract approving authority.

6. Copies of specific proposed contracts may be obtained from the appropriate regional director or his designated public contact as they become available for review and comment.

7. In the event modifications are made in the form of a proposed contract, the appropriate regional director shall determine whether republication of the notice and/or extension of the comment period is necessary.

Factors considered in making such a determination shall include, but are not limited to (i) the significance of the modification, and (ii) the degree of public interest which has been expressed over the course of the negotiations. At a minimum, the regional director shall furnish revised contracts to all parties who requested the contract in response to the initial public notice.

The February 23, 2006, notice should be used as a reference point to identify changes. The numbering system in this notice corresponds with the numbering system in the February 23, 2006, notice.

#### Definitions of Abbreviations Used in This Document

*BCP*—Boulder Canyon Project  
*Reclamation*—Bureau of Reclamation  
*CAP*—Central Arizona Project  
*CVP*—Central Valley Project  
*CRSP*—Colorado River Storage Project  
*FR*—Federal Register  
*IDD*—Irrigation and Drainage District  
*ID*—Irrigation District

*M&I*—Municipal and Industrial  
*NMISC*—New Mexico Interstate Stream Commission

*O&M*—Operation and Maintenance  
*P-SMBP*—Pick-Sloan Missouri Basin Program

*PPR*—Present Perfected Right

*RRA*—Reclamation Reform Act of 1982

*SOD*—Safety of Dams

*SRPA*—Small Reclamation Projects Act of 1956

*WD*—Water District

#### *Pacific Northwest Region*

Bureau of Reclamation, 1150 North Curtis Road, Suite 100, Boise, Idaho 83706-1234, telephone 208-378-5344.

#### New Contract Actions

18. Three irrigation water user entities, Boise Project, Idaho: Amendatory repayment contract with New Union Ditch Company to reduce contract by 500 acre-feet of Lucky Peak storage space and new contracts with Wilderness Ranch Owners' Association for 200 acre-feet and Osprey Subdivision Project Owners' Association for 300 acre-feet of Lucky Peak storage space.

19. Stanfield ID, Umatilla Project, Oregon: Contract for long-term boundary expansion to include lands outside of federally recognized district boundaries.

#### Modified Contract Actions

15. Twenty-one irrigation districts of the Arrowrock Division, Boise Project, Idaho: Repayment agreements with districts with spaceholder contracts for repayment, per legislation, of reimbursable share of costs to rehabilitate Arrowrock Dam Outlet Gates under the O&M program.

16. Five irrigation water user entities, Boise Project, Idaho: Long-term renewal and/or conversion of five irrigation water service contracts for supplemental irrigation use of up to 7,518 acre-feet of storage space in Lucky Peak Reservoir, a Corps of Engineers' project on the Boise River, Idaho.

#### *Mid-Pacific Region*

Bureau of Reclamation, 2800 Cottage Way, Sacramento, California 95825-1898, telephone 916-978-5250.

#### New Contract Actions

40. City of Tracy, Sacramento Municipal Utility District, Santa Clara Valley WD, and San Benito County Water Agency; all CVP; California: Amend existing water service contracts to conform to current Reclamation law.

41. San Luis WD and Marvin Meyers/Meyers Farm, San Luis/Delta Division, CVP, California: Negotiation of a long-term exchange contract.

*Lower Colorado Region*

Bureau of Reclamation, PO Box 61470 (Nevada Highway and Park Street), Boulder City, Nevada 89006-1470, telephone 702-293-8081.

## New Contract Actions

36. Chacha AZ, LLC, BCP, Arizona: Contract for 2,100 acre-feet per year of fourth-priority Arizona water for agricultural purposes.

37. Cibola Valley IDD, BCP, Arizona: Assign 60 acre-feet per year of the district's entitlement to Arizona fourth-priority water to Cibola Resources, LLC, for agricultural purposes.

38. All-American Canal, BCP, California: Agreement among Reclamation, the Department of the Interior, the Imperial ID, and the San Diego County Water Authority for construction of the All-American Canal Lining Project pursuant to Title II of Pub. L. 100-675.

39. City of Yuma, BCP, Arizona: Supplemental and amendatory contract to provide for additional point of delivery for a new pump station to be constructed on the Gila Gravity Main Canal, with initial intake capacity of 20 million gallons per day, building up to 40 million gallons per day at full design.

40. The Metropolitan WD of Southern California, BCP, California: Contract to implement a demonstration program to create intentionally created surplus through extraordinary conservation in 2006 and 2007 and store this water in Lake Mead.

## Completed Contract Actions

4. Beattie Farms SW, BCP, Arizona: Contract for 1,110 acre-feet per year of fourth priority water for agricultural purposes. Contract executed February 17, 2006.

20. City of Somerton, BCP, Arizona: Contract for the annual delivery of up to 750 acre-feet of Colorado River water per year for domestic use as recommended by the Arizona Department of Water Resources. Contract executed February 8, 2006.

38. All-American Canal, BCP, California: Agreement among Reclamation, the Department of the Interior, the Imperial ID, and the San Diego County Water Authority for construction of the All-American Canal Lining Project pursuant to Title II of Pub. L. 100-675. Contract executed January 13, 2006.

## Discontinued Contract Action

12. Canyon Forest Village II Corporation, BCP, Arizona: Colorado River water delivery contract for up to 400 acre-feet per year of unused Arizona

apportionment or surplus apportionment for domestic use.

*Upper Colorado Region*

Bureau of Reclamation, 125 South State Street, Room 6107, Salt Lake City, Utah 84138-1102, telephone 801-524-3864.

## New Contract Actions

1.(f) GW Spore Family Minor Subdivision, Aspinall Storage Unit, CRSP: GW Spore has requested a 40-year water service contract for 1 acre-foot of water out of Blue Mesa Reservoir. They have submitted their augmentation plan to Water District 4, case No. 05 CW 220.

1.(g) Arlo Cox, Aspinall Storage Unit, CRSP: Mr. Cox has requested a 40-year water service contract for 1 acre-foot of water out of Blue Mesa Reservoir. He has submitted his augmentation plan to Water District 4, case number pending.

31. Jensen Unit, Central Utah Project, Utah: The Uintah Water Conservancy District has requested a contract with provision to prepay at a discounted rate, for the remaining 3,300 acre-feet of unmarketed project M&I water.

32. Emery County Project, Utah: The Huntington Cleveland Irrigation Company has requested a contract for carriage of up to 6,754 acre-feet of nonproject water; utilizing Huntington North Reservoir as a regulating feature associated with their Salinity Control Project.

## Modified Contract Actions

22. Public Service Company of New Mexico, Reclamation, and the U.S. Fish and Wildlife Service; San Juan River Basin Recovery Implementation Program: The agreement identifies that Reclamation may provide cost-share funding for the recovery monitoring and research, and O&M of the constructed fish passage at the Public Service Company's site pursuant to Public Law 106-392, dated October 30, 2000, 114 Stat. 1062.

30. Navajo Nation, San Juan River Dineh Water Users, Reclamation, and the U.S. Fish and Wildlife Service; San Juan River Basin Recovery Implementation Program: The agreement identifies that Reclamation may provide cost-share funding for the recovery monitoring and research, and O&M of the constructed fish passage at the Hogback Diversion Dam pursuant to Public Law 106-392, dated October 30, 2000, 114 Stat. 1602.

## Completed Contract Actions

1.(c) Joseph Foran, Aspinall Storage Unit, CRSP: Mr. Foran has requested a 40-year water service contract for 25

acre-feet of water out of Blue Mesa Reservoir. Mr. Foran has submitted an augmentation plan to Water District 4, case number pending. Contract was executed February 17, 2006

1.(d) Farnsworth Construction and Gravel Company, Aspinall Storage Unit, CRSP: The Company has requested a 40-year water service contract for 1 acre-foot of water out of Blue Mesa Reservoir. The Company has submitted an augmentation plan to Water District 4, Case No. 04-CW-204. Contract was executed February 17, 2006.

1.(e) Double Tree Ranch East, LLC, Aspinall Storage Unit, CRSP: Double Tree has requested a 40-year water service contract for 1 acre-foot of water out of Blue Mesa Reservoir. Double Tree has submitted an augmentation plan to Water District 4, case number pending. Contract was executed January 23, 2006.

29. North Fork Water Conservancy District and Ragged Mountain Water Users Association, Paonia Project, Colorado: The district and the association have requested a contract for supplemental water from the Paonia Project. Their existing contract expired on December 31, 2005. This contract will include irrigation and municipal uses. Contract was executed January 23, 2006, for irrigation water use only.

*Great Plains Region*

Bureau of Reclamation, PO Box 36900, Federal Building, 316 North 26th Street, Billings, Montana 59107-6900, telephone 406-247-7752.

## New Contract Actions

43. Frenchman Cambridge ID; Meeker-Driftwood, Red Willow, and Cambridge Units; Frenchman Division, P-SMBP; Cambridge, Nebraska: Legislation is pending for equalization of the construction obligation payments over the remaining years of the water supply repayment obligation period, and to delay the increase in the reserve fund payments.

44. Kansas-Bostwick ID No. 2; Courtland Unit, Bostwick Division, P-SMBP; Courtland, Kansas: Legislation is pending for equalization of the construction obligation payments over the remaining years of the water supply repayment obligation period, and to delay the increase in the reserve fund payments.

45. Bostwick ID; Superior-Courtland and Franklin Units, Bostwick Division, P-SMBP; Red Cloud, Nebraska: Legislation is pending for equalization of the construction obligation payments over the remaining years of the water supply repayment obligation period, and to delay the increase in the reserve fund payments.

46. Webster ID; Webster Unit, Solomon Division, P-SMBP; Gaylord, Kansas: Legislation is pending for equalization of the construction obligation payments over the remaining years of the water supply repayment obligation period, and to delay the increase in the reserve fund payments.

#### Modified Contract Actions

19. Clark Canyon Water Supply Company, East Bench Unit, P-SMBP, Montana: Negotiating renewal of contract No. 14-06-600-3592 which was amended to expire March 31, 2006. Current contract may be amended again to extend the term not to exceed an additional 2 years pursuant to Section 208 of the 2005 Consolidated Appropriations Act if necessary and agreed to by both parties.

20. East Bench ID, East Bench Unit, P-SMBP, Montana: Negotiating renewal of contract No. 14-06-600-3593 which was amended to expire March 31, 2006. Current contract may be amended again to extend the term not to exceed an additional 2 years pursuant to Section 208 of the 2005 Consolidated Appropriations Act if necessary and agreed to by both parties.

27. Hill County WD, Milk River Project, Montana: Drafting contracts for renewal of municipal water supply contract No. 14-06-600-8954 which expires August 1, 2006. The proposal includes splitting the contract between Hill County WD and North Havre County WD which both receive their full water supply under the current contract.

Dated: March 28, 2006.

#### Roseann Gonzales,

Director, Office of Program and Policy Services.

[FR Doc. E6-8005 Filed 5-24-06; 8:45 am]

BILLING CODE 4310-MN-P

## DEPARTMENT OF JUSTICE

### Notice of Lodging of Proposed Consent Decree Under the Comprehensive Environmental Response, Compensation and Liability Act

Notice is hereby given that on May 4, 2006, a proposed Consent Decree in *United States v. Browning-Ferris, Inc., et al.*, Civil Action No. 06-1134, was lodged with the United States District Court for the District of Maryland.

The proposed consent decree in *United States v. Browning-Ferris, Inc., et al.*, resolves the claims of the United States and Maryland under sections 106 and 107 of the Comprehensive Environmental Response, Compensation

and Liability Act ("CERCLA"), 42 U.S.C. 9606 and 9607, at the Kane and Lombard Site, located in Baltimore, Maryland (the "Site"). This consent decree obligates four defendants to perform the remedy that EPA selected for the second operable unit at the Site. Also included in the decree are fourteen parties that are contributing financially to the clean-up through payments to the defendants, but who will not be performing the work nor directly reimbursing the Federal or state past response costs. EPA estimates that the work to be performed pursuant to this consent decree will be approximately \$7,345,000.

The Department of Justice will receive comments relating to this Consent Decree for a period of thirty (30) days from the date of this publication. Comments should be addressed to the Assistant Attorney General, Environmental and Natural Resources Division, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611, attention: Nancy Flickinger, and should refer to *United States v. Browning-Ferris, Inc., et al.*, Civil Action No. 06-1134, and DOJ # 90-11-2-299/1.

The Consent Decree may be examined at the Office of the United States Attorney for the District of Maryland, 36 S. Charles Street, Baltimore, MD 21201, and at U.S. EPA Region III's Office, 1650 Arch Street, Philadelphia, PA 19103. During the public comment period, the consent decree may also be examined on the following Department of Justice Web site, <http://www.usdoj.gov/enrd/open.html>. A copy of the consent decree may also be obtained by mail from the Consent Decree Library, P.O. Box 7611, U.S. Department of Justice, Washington, DC 20044-7611 or by faxing or e-mailing a request to Tonia Fleetwood ([tonia.fleetwood@usdoj.gov](mailto:tonia.fleetwood@usdoj.gov)), fax no. (202) 514-0097, phone confirmation number (202) 514-1547. In requesting a copy from the Consent Decree Library, please enclose a check in the amount of 25 cents per page reproduction cost for a full copy of the consent decree, payable to the U.S. Treasury.

#### W. Benjamin Fisher,

Deputy Section Chief, Environmental Enforcement Section, Environment and Natural Resources Division.

[FR Doc. 06-4832 Filed 5-24-06; 8:45am]

BILLING CODE 4410-15-M

## DEPARTMENT OF JUSTICE

### Notice of Lodging of Consent Decree Under the Resource Conservation and Recovery Act

Notice is hereby given that on May 11, 2006, a proposed Consent Decree ("CD") in *United States, et al., v. FMB—First Michigan Bank, or its successor, as Trustee of the Mary A. Windolph Trust*, Civil Action No. 1:88-cv-00097 was lodged with the United States District Court for the Western District of Michigan, Southern Division.

In this action, the United States sought on behalf of the United States Environmental Protection Agency the imposition of civil penalties and permanent injunctive relief at the KHI, Inc. facility in Holland, Michigan, formerly known as Kent-Holland Die Casting & Plating, Inc. (the "KHI Facility") owned by the Mary A. Windolph Trust, pursuant to Section 3008 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6928. The CD resolves claims that the Mary A. Windolph Trust, as current owner of the KHI Facility, failed to comply with RCRA permitting requirements for hazardous waste treatment, storage, and disposal facilities. The CD builds upon a March 17, 1988 Stipulation in which the Defendant, FMB—First Michigan Bank, or its successor, as Trustee for the Mary A. Windolph Trust, agreed to perform the closure and post-closure activities at the KHI Facility. The Defendant has completed closure requirements. Under the CD, the Defendant must continue to comply with on-going post-closure plans, pay a civil penalty of \$10,000, and place a minimum of \$113,000 and a maximum of \$350,000 in an environmental escrow to fund its remaining obligations. Additionally, the Defendant agrees to continue to provide EPA with access to the KHI Facility during the post-closure work. Further, upon payment of the civil penalty, the United States convenants not to sue the Defendant pursuant to 40 CFR Part 265 Subpart G and Sections 3008 and 7003 of RCRA, 42 U.S.C. 6928 and 6973, and Part 111 of the Michigan's Natural Resources and Environmental Protection Act ("NREPA") for closure and corrective action related obligations at the KHI Facility, and Sections 106 and 107(a) of CERCLA, 42 U.S.C. 9606 and 9607(a), and Part 201 of NREPA with respect to Existing Contamination at the KHI Facility. Additionally, this CD includes a prospective purchaser agreement, attached to the CD as Appendix C, entitled "Agreement and Covenant Not to Sue." The United States convenants