

Candidate Conservation Agreement
with Assurances

for the

Lesser Prairie-Chicken
(*Tympanuchus pallidicinctus*)
and
Sand Dune Lizard
(*Sceloporus arenicolus*)

**Developed cooperatively by:
U.S. Fish and Wildlife Service - Southwest Region
Center of Excellence for Hazardous Materials Management**

October 10, 2008

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This Candidate Conservation Agreement with Assurances (CCAA), is an attachment to the Candidate Conservation Agreement for Lesser Prairie-Chicken and Sand Dune Lizard in New Mexico (October 2008) between the U.S. Fish and Wildlife Service (FWS), the Bureau of Land Management (BLM), and the Center of Excellence for Hazardous Materials Management (CEHMM). This CCAA becomes effective and binding on the date of the last signature below. Participating property owners may also be included under the CCAA by signing a Certification of Inclusion (Appendix A). Administrators of this CCAA are:

CEHMM: Doug Lynn
505 N. Main St.
Carlsbad, New Mexico 88220
505/885-3700 (Phone)
505/ 885-6422 (Fax)

FWS: Wally “J” Murphy, Field Supervisor
New Mexico Ecological Services Field Office
2105 Osuna Road NE
Albuquerque, New Mexico 87113
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I. Authorities and Purpose

Sections 2, 7, and 10 of the Endangered Species Act of 1973, as amended (ESA), and the Fish and Wildlife Coordination Act, allow the FWS to enter into this CCAA (Agreement). Section 2 of the ESA states that encouraging parties, through Federal financial assistance and a system of incentives, to develop and maintain conservation programs is key to safeguarding the Nation’s heritage in fish, wildlife, and plants. Section 7 of the ESA requires the FWS to review programs that they administer and to utilize such programs in furtherance of the purposes of the ESA. By entering into this Agreement, the FWS is utilizing its Candidate Conservation Programs to further the conservation of the Nation’s fish, wildlife, and plants. Lastly, Section 10(a) of the ESA authorizes the issuance of permits to “enhance the survival” of a listed species. However, Enhancement of Survival permits are not issued for candidate or other non-listed species unless and until those species are listed as threatened or endangered.

The purpose of this CCAA is for CEHMM and the FWS to work with participating landowners to implement conservation measures for the Lesser Prairie Chicken (*Tympanuchus pallidicinctus*) (LPC) and Dunes Sagebrush Lizard, commonly known as Sand Dune Lizard (*Sceloporus arenicolus*) (SDL) in Lea and Eddy counties, New Mexico. The conservation measures would be implemented by CEHMM and Participating Landowners and would focus on those measures found in the Collaborative Conservation Strategies for the Lesser Prairie-Chicken and Sand Dune Lizard in New Mexico created by the New Mexico Lesser Prairie Chicken/Sand Dune Lizard Working Group (LPC/SDL Working Group 2005), the Lesser Prairie Chicken Conservation Initiative (May 2008) created by the Lesser Prairie Chicken Interstate Working

Group, and the *Special Status Species Record of Decision and Approved Resource Management Plan Amendment* (RMPA) for the BLMs Pecos District Office in Roswell, New Mexico. The conservation goal of this Agreement is to encourage development, improvement, and protection of suitable LPC and/or SDL (LPC/SDL) habitat on non-Federal lands in Lea and Eddy counties, New Mexico. This goal will be met by giving private landowners incentives to implement conservation measures and by providing landowners with regulatory certainty concerning land use restrictions that might otherwise apply should LPC/SDL become listed under the ESA.

II. Background

For a complete description of the natural history, status and distribution, and threats for LPC/SDL within the covered area, see the Candidate Conservation Agreement for the Lesser Prairie-Chicken and Sand Dune Lizard in New Mexico (October 2008).

In 2003, the Wildlife Management Institute invited representatives from land management and wildlife agencies, oil and gas industry, livestock producers, and conservation groups to address recovery of the LPC/SDL in southeastern New Mexico. Representatives from the FWS stated to this group that reestablishing viable LPC populations south of Highway 82 was essential in preventing the listing of this species.

Innovative strategies crafted by the group included:

- Grazing management to promote high quality LPC nesting habitat with financial compensation for ranchers
- Restoration and management of potential LPC habitat south of U.S. Highway 82
- Conservative shinnery-oak control, including discontinuing control within 500 m of SDL habitat
- Well-planned oil and gas development to minimize disturbance and fragmentation of habitat, including 3 specific strategies to conserve suitable or occupied SDL habitat:
 - Placing well pads >100m from occupied or suitable habitat
 - Limiting well pad densities to <13 pads/mi²
 - Allowing seismic testing no more than once every 5 years
- Captive propagation of LPCs to expedite establishment of viable populations south of U. S. Highway 82
- Candidate Conservation Agreements with Assurances to promote habitat conservation on private lands

Need for this Agreement

Agricultural interests are concerned about restrictions that may be imposed on them if the LPC and/or SDL become listed as a federally endangered or threatened species. The ESA authorizes the FWS to prohibit activities on private lands that may harm listed species. Activities likely to be affected are duration or intensity of livestock grazing or stocking rates on rangeland, brush control to enhance livestock carrying capacity, and conversion of native rangeland.

The oil and gas industry is concerned because they could experience increased regulatory burdens as well. For example, the BLM estimated that the listing of the LPC could add an additional 100

days to the process of approving development of a new well. Oil and gas development occurs throughout much of the range of the LPC/SDL in southeastern New Mexico.

In Lea and Eddy counties, it is unlikely that LPCs from the single remaining lek south of U.S. Highway 82 could expand into much of the available habitat. Oil and gas industry representatives in the working group proposed captive breeding and release as one means of maintaining or increasing the number of birds in the wild. The BLM is dedicating resources towards habitat recovery and maintenance, but with increasing oil and gas development, it is questionable whether they will be able to provide enough habitat to support viable LPC/SDL populations. Thus, participation from private landowners in LPC/SDL conservation will be critical.

This Agreement and its associated Enhancement of Survival permit, issued pursuant to section 10(a)(1)(A) of the ESA, would provide Participating Landowners regulatory assurances that should they cooperate and provide suitable LPC and/or SDL habitat on their land, they will not incur additional land-use restrictions on their property should either species become listed. Participating Landowners would be included under this Agreement and the associated permit by agreeing to the appropriate terms of this Agreement and the permit by signing a Certification of Inclusion (Appendix A).

III. Planning Area, Covered Area, Enrolled Lands, and Conservation Lands

The Planning Area is Lea and Eddy counties. However, the remainder of the LPCs/SDLs currently occupied and suitable, unoccupied habitat throughout New Mexico may be added, contingent upon available funding to provide for CEHMM's increased workload due to an expanded scope and range. The Covered Areas include private and State trust lands that currently provide or could potentially provide suitable habitat for the LPC and/or SDL within the Planning Area. Enrolled lands are the lands identified on all signed Certificates of Inclusion of all Participating Landowners included under this CCAA and its permit, if issued. Conservation lands are those enrolled lands identified in the Documentation of Participation Form (Appendix B) that provide conservation benefits for the LPC and/or SDL under this Agreement.

IV. Duration of the Agreement and Permit

This Agreement will have a duration of 20 years from the date the Agreement is signed by the CEHMM, NRCS, and the FWS. The Agreement will cover Participating Landowners from the date their lands are enrolled until the end of their participation in this Agreement, either through expiration or termination. Should one or both covered species be listed as threatened or endangered, and all other requirements are met, the permit will be issued and all Participating Landowners will be covered from that date until the end of their participation in this Agreement, either through expiration or termination. Conservation lands will be maintained as suitable LPC and/or SDL habitat for a period of at least 5 years, as identified by the CEHMM in the Documentation of Participation form (Appendix B).

Coverage under the permit will only apply to those Participating Landowners who enroll lands under this Agreement prior to any future effective ESA listing date of the LPC and/or SDL.

Future non-enrolled landowners wishing incidental take authorization for the LPC and/or SDL after any future effective ESA listing date, could apply for authorization through the FWSs Habitat Conservation Plan or Safe Harbor Agreement permitting programs.

V. Conservation Measures and Obligations of the Parties

The CEHMM will implement and administer the Agreement. Participating landowners can sign up under the Agreement and be covered under the associated permit through a Certification of Inclusion.

1) Participating Landowners will:

- a) Cooperate with the CEHMM in completion of the Documentation of Participation Form (Appendix B). Enrollment under this Agreement and coverage of the enrolled lands will begin on the date the Participating Landowner agrees to implement conservation measures and signs the Certification of Inclusion (Appendix A). The Agreement is valid until the end of the Agreement term, or until the end of their participation in this Agreement, either through expiration or termination.
- b) Improve or maintain conservation lands as suitable LPC and/or SDL habitat for a period of at least 5 years or for such longer period as identified by the CEHMM in the Documentation of Participation Form (Appendix B) as the "Duration of Conservation". Lands can be enrolled under the Agreement and the permit whether or not the Participating Landowner receives funding from the CEHMM or other sources. Technical assistance is available from the NRCS and the FWS to develop plans to improve and maintain habitat for the LPC and/or SDL. Financial assistance for the implementation of these plans may be available through conservation programs of the U.S. Department of Agriculture's National Food Security Act of 1985, as amended (Farm Bill) and/or the FWS's Partners for Fish and Wildlife Program (PFW) depending on annual funding. The Documentation of Participation Form will identify, among other things, suitable LPC/SDL habitat to be maintained on the conservation lands and the duration that this habitat will be maintained.
- c) Adhere to stipulations on surface activities required by the BLM on oil and gas lease developments on enrolled lands, according to the RMPA (May 2008).
- d) Allow CEHMM, FWS, and /or NMDGF personnel, with prior notification, to survey enrolled lands for the presence of LPCs and/or SDLs and for habitat suitability for these species.
- e) Allow CEHMM personnel or their designees access to the enrolled lands for purposes of monitoring LPC and/or SDL populations and habitat.
- f) Allow release of captive-reared or translocated LPCs on enrolled lands if deemed appropriate by CEHMM, FWS, and NMDGF personnel.
- g) Initiate control of shinnery oak only after coordinating with and gaining approval from CEHMM and the FWS concerning control procedures so they will not be detrimental to LPC and/or SDL.

- h) Prohibit tebuthiuron spraying within 500 m of suitable and occupied habitat for LPC and SDL. In addition, for SDL, avoid spraying in dune complexes or within corridors that connect dune complexes that are within 2000 m from each other.
- i) If possible, participate in annual meetings with the CEHMM, FWS, and other Participating Landowners to discuss progress in recovery of LPCs/SDLs on participating lands. In addition, contribute information to an annual progress report as deemed appropriate by Participating Landowners about range conditions, land management activities, LPC/SDL abundance and distribution, and factors that may be having positive and negative effects on LPC/SDL populations.
- j) Implement grazing management plans to meet specific habitat goals for the LPC and/or SDL on individual ranches that may include adjustment of stocking rates, rest-rotation patterns, grazing intensity and duration, and contingency plans for varying prolonged weather patterns including drought.
- k) Control mesquite invasion especially in sandy soils where shinnery oak-bunch grass is the dominant plant association preferred by LPCs or SDLs.
- k) Avoid leasing any lands within the Conservation Lands to wind power development (including any appurtenant turbine towers, roads, fences, or power lines).
- l) Avoid the conversion of Conservation Lands to crop production (sodbusting) or development.
- m) Avoid construction of new roads. If unavoidable, route and construct new roads, pipelines and power lines outside of occupied and suitable, unoccupied shinnery dune complexes as delineated by FWS and BLM.
- n) If possible, maintain enrollment in the Conservation Reserve Program.
- o) Provide escape ramps in all open water sources for LPC.
- p) Install fence makers along fences that cross through occupied habitat within 2 miles of an active lek.
- r) Avoid well pad construction within 1.5 miles of an active lek, (as defined in the Strategy and/or RMPA), unless reviewed and approved by the CEHMM and FWS.

2) CEHMM shall be responsible for:

- a) Implementing and administering this Agreement including monitoring of LPC/SDL distribution and status on Enrolled Lands within the Planning Area.
- b) Enrolling Participating Cooperators in accordance with this Agreement via CIs.
- c) Complete the Documentation of Participation Form (Appendix B), to document that the Participating Landowner's proposed habitat enhancement or protection measures (conservation measures) will provide net conservation benefits to the LPC and/or SDL. The CEHMM will provide the completed Documentation of Participation Form to the FWS (and BLM, where enrolled lands are adjacent to allotments (agriculture) or lands leased (oil/gas) from BLM) for concurrence at least 30 days prior to enrolling participating Landowners under this Agreement using a Certificate of Inclusion.
- d) Meet regularly and work cooperatively with Participating Landowners to plan and find funding for projects that improve and maintain LPC and/or SDL habitat.
- e) Release captive-reared or translocated LPCs if necessary for recovery of viable

- populations.
- f) Annually lead a meeting with the FWS and all Participating Landowners enrolled under this agreement to review progress from the previous year, seek potential solutions for factors that are retarding recovery of LPC/SDL populations, and discuss initiating actions that would benefit the LPCs and/or SDLs in the upcoming year.
 - g) Prepare annual reports on implementation of the Agreement in accordance with Part IX of this Agreement.

3) **FWS:**

- a) Issue an enhancement of survival permit to the CEHMM under section 10(a)(1)(A) of the ESA in accordance with 50 CFR 17.32 (d) should the species be listed at some time in the future, to commence upon the listing of the LPC and/or SDL and continuing through the remainder of the term of this Agreement, that would provide the CEHMM and Participating Landowners with authorization for take of LPCs and/or SDLs and provide regulatory assurances. The permit, if issued, would authorize take of LPCs and/or SDLs resulting from otherwise lawful activities on enrolled lands.
 - b) Within 30 days of receipt of a completed Documentation of Participation Form from the CEHMM, notify CEHMM of the FWS's determination of whether or not the lands should be enrolled, by concurrence or non-concurrence on the Documentation of Participation Form, concerning the enrollment of the Participating Landowner.
 - c) If available, provide funding through the Partners for Fish and Wildlife Program (PFW) to improve LPC and/or SDL habitat on private lands within the Planning Area.
- 4) In the event the Participating Landowner needs to sell the conservation lands prior to the end of the "Duration of Conservation" for these lands under this Agreement, they will notify the FWS at least 60 days in advance of the potential sale, and notify the prospective landowner of the existence of this Agreement (and/or have previously recorded the Agreement) in order for the potential new owner to decide whether to become party to this Agreement. If funding was provided by the PFW program to the Participating Landowner under this Agreement and the new landowner does not want to become party to this Agreement and requests transfer of the permit pursuant to 50 CFR 13.25(b), if issued; the Participating Landowner terminates his/her enrollment under this Agreement for other reasons; or the FWS suspends or revokes the permit, the current Participating Landowner shall reimburse the FWS a pro-rated amount, calculated as: $(\text{total funding received} \div \text{the original "duration of conservation" period from the Documentation of Participation Form})$ (generally 10 years for a PFW project) \times (the number of years remaining to be completed in the "duration of conservation" period). If the new landowner does not become a party to this Agreement and the permit is not transferred, or a new permit is not issued, he/she will not receive the benefits of the permit authorizing incidental take of LPC and/or SDL.
- 5) The FWS provides the CEHMM and Participating Landowners the ESA regulatory

assurances found at 50 CFR 17.32(d)(5). Consistent with the FWS's Candidate Conservation Agreement with Assurances Final Policy (USFWS and NMFS 1999), conservation measures and land, water, or resource use restrictions, in addition to the measures and restrictions described in this Agreement, will not be imposed with respect to legal activities on Enrolled Lands should the LPC and/or SDL become listed under the ESA in the future. These assurances are authorized by the enhancement of survival permit issued under section 10(a)(1)(A) of the ESA for the Enrolled Lands identified in the Certification of Inclusion. In the event of unforeseen circumstances, the FWS will not require the commitment of additional land, water, or other natural resources beyond the level otherwise agreed to for the species in this Agreement without written consent of the CEHMM and Participating Landowners. The permit, if issued, will authorize the incidental take of LPCs and/or SDL by Participating Landowners as long as such "take" is consistent with this Agreement.

- 6) Any proposed amendment to or modification of this Agreement shall require written notification to all parties. The notification shall describe the proposed amendment or modification. Modifications may include but not be limited to compliance with the ESA, the National Environmental Policy Act, or the FWS's permit regulations. Upon issuance of a proposed amendment or modification, the party proposing the modification or amendment will coordinate a meeting or conference call between the affected parties to discuss and explain their proposal. Amendments or modifications will become final when signed by the CEHMM, NRCS, and the FWS. Approved amendments shall be attached to the original Agreement.
- 7) The FWS may suspend or revoke the permit for cause in accordance with the laws and regulations in force at the time of such suspension or revocation.
- 8) Each party shall have all remedies otherwise available to enforce the terms of this Agreement and the permit, except that no party shall be liable in damages for any breach of this Agreement, any performance or failure to perform an obligation under this Agreement or any other cause of action arising from this Agreement.
- 9) The FWS, CEHMM, NRCS, and Participating Landowners agree to work together in good faith to resolve any disputes, using dispute resolution procedures agreed upon by all parties.
- 10) Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this Agreement will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that neither the FWS or NRCS will be required under this Agreement to expend any Federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures in writing.
- 11) This Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor shall it authorize anyone not a party to this Agreement to

maintain a suit for personal injuries or damages pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed under existing law.

- 12) The terms of this Agreement shall be governed by and construed in accordance with applicable Federal law. Nothing in this Agreement is intended to limit the authority of the FWS to fulfill its responsibilities under Federal laws. All activities undertaken pursuant to this Agreement or its associated permit must be in compliance with all applicable local, state, and Federal laws and regulations.
- 13) This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and transferees, in accordance with applicable regulations (currently codified at 50 CFR 13.24 and 13.25) for the duration of the Agreement.
- 14) Any notices or reports required by this Agreement shall be delivered in writing to the Administrators listed on page 1 of this Agreement.

VI. Expected Conservation Benefits

As identified in the FWS's Candidate Conservation Agreement with Assurances Final Policy (USFWS and NMFS 1999), the FWS must determine that the conservation measures and the expected benefits, when combined with those benefits that would be achieved if it is assumed that similar conservation measures were also implemented on other necessary properties, would preclude or remove the need to list the LPC and/or the SDL.

Conservation benefits for the LPC and/or SDL from implementation of the Agreement are expected in the form of avoidance of negative impacts, enhancement, and restoration of habitat intended to contribute to establishing or augmenting, and maintaining viable populations of LPCs and/or SDLs in Lea and Eddy counties. In addition, conservation of LPCs and/or SDLs would be enhanced by improving and encouraging cooperative management efforts between the CEHMM, FWS, and Participating Landowners who own and control LPC and/or SDL habitat. Also, this Agreement may be used as a model for CCAAs in other parts of the LPCs range to encourage cooperative management and conservation.

Under this Agreement, LPC and/or SDL conservation will be enhanced by providing ESA regulatory assurances such that, should Participating Landowners have or attract LPCs and/or SDLs to their property, the Participating Landowner will not incur additional land use restrictions. Without regulatory assurances, landowners may be unwilling to initiate conservation measures for these species.

In addition to habitat conservation, release of captive-reared LPC that leads to establishment of viable populations in the Planning Area, or augmentation of existing LPC numbers by translocation and release of LPCs from other areas, will contribute to recovery and reduce the need for listing under the ESA.

VII. Funding

Funding for recruiting willing landowners, identifying appropriate lands for enrollment, surveying for LPC and/or SDL, preparation of Certification of Inclusions, and planning for habitat conservation and management is not included in this Agreement. However, nothing in this Agreement would prevent the CEHMM, FWS, or NRCS from amending or modifying this Agreement in the future to obligate additional funding for one or more of these activities.

VIII. Level of Incidental Take

Should the LPC and/or SDL be listed under the ESA, authorization for incidental take under the Section 10 Enhancement of Survival permit is limited to agricultural-related (livestock grazing and ranch equipment operation) or oil and gas development on Participating Landowners' Enrolled Lands.

The actual level of take of LPCs and/or SDLs is largely unquantifiable. Incidental take could occur as a result of grazing or brush management practices that modify suitable habitat to an extent that impairs or eliminates successful reproductive and recruitment activities by LPCs and/or SDLs (e.g., grazing intensity to a degree that reduces or eliminates adequate residual nesting cover for LPCs, removal or significant reduction of shinnery oak on dunes or dune complexes that reduces brood-rearing habitat for LPCs and destabilizes dunes suitable or occupied by SDLs), or is a source of LPC and/or SDL mortality (e.g., stock tanks with no wildlife escape ramps, open ditches in SDL habitat, LPC collisions with barbed-wire fences, vehicles, and power lines). Some direct impacts or take could occur from agricultural operations (e.g., machinery operations (haying, baling, herding livestock) or conversion of native rangeland to other agricultural practices (e.g., crop production or dairy operations). Most of these impacts are expected to be limited and sporadic in nature. Conservation benefits for LPCs and/or SDLs under the Agreement will likely accrue well beyond the duration of the conservation period especially from habitat enhancement and protection measures. This should result in reduced impacts and incidental take of these species. Overall, although impacts and incidental take are expected to occur, impacts are not expected to be great enough to compromise the establishment and viability of LPC and/or SDL populations in the Planning Area.

No requirement is made in this Agreement for Participating Landowners to notify the CEHMM or FWS prior to any expected incidental take of LPCs and/or SDLs. For purposes of this Agreement, the FWS does not believe that such a notification requirement is practicable or appropriate.

IX. Monitoring and Reporting

Annual Meeting

The CEHMM will be responsible for annual monitoring and reporting related to the Agreement. Information in annual reports will include, but not limited to, statements concerning:

- 1) Participating Landowners enrolled under the Agreement over the past year, including copies of the completed Certification of Inclusion and the Documentation of Participation

- forms;
- 2) habitat management and habitat conditions in the covered area and on all enrolled lands over the past year, including the status of lands where the duration of conservation has expired;
 - 3) effectiveness of habitat management activities implemented in previous years at meeting the intended conservation benefits;
 - 4) population surveys and studies over the past year;
 - 5) funds used for habitat conservation on private lands in the Planning Area; and
captive-reared or translocated LPCs that were released on Enrolled Lands.

Reports will be due January 1 of each year to the Administrators of this Agreement and any Participating Landowners.

X. Literature Cited

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- Wisdom, M.J. 1980. Nesting habitat of lesser prairie chickens in eastern New Mexico. M.S. Thesis. New Mexico State University, Las Cruces, NM.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date that the FWS issues the permit.

Date: _____
Director
Center of Excellence for Hazardous Materials Management

Date: _____
Regional Director
U.S. Fish and Wildlife Service
Albuquerque, New Mexico

XI. Appendices

Appendix A.

CERTIFICATION OF INCLUSION

In The

Candidate Conservation Agreement with Assurances for the Lesser Prairie Chicken (*Tympanuchus pallidicinctus*) or Sand Dune Lizard (*Sceloporus arenicolus*) Between the Center of Excellence for Hazardous Materials Management and the United States Fish and Wildlife Service

This certifies that the Participating Landowner of the property described in the Documentation of Participation Form [Attach Completed Form] are included within the scope of Permit No. TE032692-0, issued on (INSERT DATE) to the Center of Excellence for Hazardous Materials Management (CEHMM) under the authority of Section 10(a)(1)(A) of the Endangered Species Act of 1973, as amended, 16 U.S.C. 1539(a)(1)(B). Such permit authorizes incidental take of Lesser Prairie Chickens or Sand Dune Lizards by Participating Landowners, as part of a Candidate Conservation Agreement with Assurances (Agreement), to support CEHMM's efforts to establish and maintain Lesser Prairie Chicken and Sand Dune Lizard populations in their historic range. Pursuant to that permit and this certificate, the Participating Landowner is authorized to cause incidental take of Lesser Prairie Chickens or Sand Dune Lizards as a result of activities identified in section 3.c. of the Agreement on the enrolled lands identified in the Documentation of Participation Form. Permit authorization is subject to carrying out conservation measures identified in the Documentation of Participation Form, the terms and conditions of the permit, and the terms and conditions of the Agreement, entered into pursuant thereto by the CEHMM and the U.S. Fish and Wildlife Service. By signing this Certification of Inclusion, the Participating Landowner agrees to carry out all of the conservation measures described in the attached Documentation of Participation Form.

_____	_____
CEHMM Representative	Date
_____	_____
FWS Representative	Date
_____	_____
Participating Landowner	Date

Appendix B.

DOCUMENTATION OF PARTICIPATION FORM

Participating Landowner's Name: _____

Address: _____

A. Legal Description of Enrolled Lands (Attach Detailed Map):

B. Total Acres of Enrolled Lands (all lands covered by permit): _____

C. Legal Description of Conservation Lands or Detailed Map with Conservation Lands Identified:

D. Duration of Conservation (years): _____

E. From: _____

To: _____

F. Lesser Prairie Chicken Conservation Initiatives Applicable? ____ Yes ____ No

Management Actions and Benefits for Lesser Prairie Chicken Conservation

For each applicable category of conservation lands, indicate the amount of habitat (acres), specific conservation/management actions the Participating Landowner will take to benefit LPC and the conservation benefits expected from these management actions.

Management Actions	Benefits
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G. Sand Dune Lizard Initiatives Applicable? ___Yes ___No

Management Actions and Benefits for Sand Dune Lizard Conservation

For each applicable category of conservation lands, indicate the amount of habitat (acres), specific conservation/management actions the Participating Landowner will take to benefit SDL and the conservation benefits expected from these management actions.

Management Actions	Benefits
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CEHMM Representative	Date
----------------------	------

FWS Concurrence	Date
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Appendix C

Contributions Table

Appendix D. Vegetation Map of Shinnery Oak or Sand Sagebrush Dominated Shrublands in Eastern New Mexico (Natural Heritage 2005).

