

UNITED STATES DEPARTMENT OF INTERIOR
BUREAU OF LAND MANAGEMENT
STATE OF IDAHO
TWIN FALLS DISTRICT
BURLEY FIELD OFFICE
15 East 200 South
Burley, Idaho 83318
(208) 677-6641

NEPA No.: DOI-BLM-ID-T020-2013-0009-CX

A. Background

BLM Office: Twin Falls District, Idaho; Burley Field Office

Case File No.: IDI-37451

Proposed Action Title/Type: T-Mobile West LLC Communication Site Lease

Location of Proposed Action: T. 10 S., R. 26 E., Boise Meridian; Section 18; S2.

Description of Proposed Action: This communications facility was unauthorized. Action was taken for the unauthorized use and resolved on November 13, 2012. This action is for the authorization of a communication site lease for T-Mobile West LLC on Declo Communication Site. It has been requested to continue the communication site use which includes a 10 X 12 ft. cement pad, equipment cabinet/shelters and a 20 KW diesel generator for emergency backup. They also have 200 amp electrical services which is the primary power to the site. This action would also include the existing 6019.2 X 30 ft. access road. (Drawing and Photograph are located in the project file) They are a tenant on the American Tower LLC tower. The authorization would be required to continue to operate and would be held to the lease terms & conditions and guidelines and with the Declo Communication Site Plan. They would also be required to operate and be held to current regulations and policies including Motorola R56 Standards and bonding of communication sites. A bond would be established and requested.

B. Land Use Plan Conformance

Land Use Plan Name: Cassia Resource Management Plan (RMP)

Date Approved: January 24, 1985

The proposed action is not specifically provided for in the RMP; however it does fall within the concept of multiple use management. This plan discusses limiting rights-of-way to existing facilities/localities. The plan also requires that any valid use, occupancy or development of the public lands, including but not limited to those requiring rights-of-way, leases, and licenses will be considered, subject to applicable environmental review procedures, unless specifically excluded in the plan.

The Declo Communication Site Plan (September 2002, Updated February 2003) identifies this and the immediate area for communication site uses. The communication site lease is in conformance with other governmental entity's requirements and plans.

C. Compliance with NEPA:

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9 E. (12). This reference states, "*Grants of right-of-way wholly within the boundaries of other compatibly developed rights-of-way*" This categorical exclusion is suitable in this situation because this communication site facility is currently in existence and within an authorized communication site facility's area. Also, this categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed, and none of the extraordinary circumstances described in 43 CFR 46.215 apply. The extraordinary circumstances checklist is located in the project file.

D. Signature

Authorizing Official: _____ /S/ _____ Date: 2/11/13
Name: Michael C. Courtney
Title: Burley Field Manager

Contact Person

For more information concerning the CX review, contact Debbie Kovar, Realty Specialist, at (208) 732-7401 or via email at dkovar@blm.gov.

Attachments

- 1- Terms, Conditions and Stipulations

TERMS, CONDITIONS, AND STIPULATIONS
T-Mobile West LLC Lease IDI-37451

1. The Lessee shall install, maintain, and operate their equipment in accordance with the Motorola R56 Standards (Release 68P81089E50-B, 9/1/2005, or later applicable version) and/or applicable recognized industry standards, as determined by the BLM Authorized Officer.
2. To avoid causing harm to migratory birds project activities should not take place during the Migratory Bird nesting season from March 1 through July 31st, or until occupied nests are no longer active. If construction activities must take place during the migratory bird nesting season an exception request must be submitted to the BLM Authorized Officer in writing requesting a variance to the stipulation. Upon receiving this request an onsite evaluation would be completed by the BLM resource specialist to determine if implementation of the project activities will avoid causing harm to migratory birds.
3. A performance bond, acceptable to the authorized officer, shall be furnished by the lessee in the amount of **\$2,000**. This bond may be periodically adjusted by the authorized officer when, in his/her sole determination, conditions warrant such a change. In addition, whenever requested by the authorized officer, the lessee shall furnish a report within 90 days estimating all costs to the BLM to fulfill the terms and conditions of the lease in the event that the lessee was not able to do so. This estimate report shall be prepared by an independent State certified engineer who is approved in advance by the BLM authorized officer, and shall include such information including but not limited to administrative costs and Davis Bacon wages potentially incurred by the BLM. The report shall detail the estimated costs and shall be accompanied by the engineer's seal. All costs of preparing and submitting this report shall be borne solely by the lessee. This report along with inflationary estimates shall be the basis of the bond, and shall remain in effect until such time that the authorized officer determines that conditions warrant a review of the bond. Surface disturbing activities shall not commence until the BLM authorized officer has accepted the bond and issued a notice to proceed.
4. Pursuant to 43 CFR 10.4(b), the Lessee must notify the BLM Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony on federal land. Pursuant to 43 CFR 10.4(c), the Lessee must immediately stop any ongoing activities connected with the discovery and make a reasonable effort to protect the discovered remains or objects.
5. Pursuant to 43 CFR 10.4(b), the Lessee must notify the BLM Authorized Officer, by telephone, with written confirmation, immediately upon the discovery of human remains, funerary objects, sacred objects, or objects of cultural patrimony on federal land. Pursuant to 43 CFR 10.4(c), the Lessee must immediately stop any ongoing activities connected with the discovery and make a reasonable effort to protect the discovered remains or objects.
6. All development, operation and maintenance of the authorized facility, improvements, and equipment located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of

improvements on the property as well as revisions of such plans must be prepared by a licensed engineer, architect, and or landscape architect. Such plans must be approved in writing by the Authorized Officer before commencement of any work. After completion, as-built plans, maps, surveys, or other similar information will be provided to the Authorized Officer and appended to the communications site plan.

7. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environmental protection, siting, construction, operation, and maintenance in exercising the rights granted by this lease. The obligations of the Lessee under this lease are not contingent upon any duty of the Authorized Officer, or other agent of the United States, to inspect the premises. A failure by the United States, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms or conditions of this lease. Lessee waives all defenses of laches or estoppel against the United States. The Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.
8. Use of communications equipment is contingent upon the possession of a valid Federal Communications Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.
9. The Lessee must ensure that equipment within his or her facility (including tenant and customer equipment) operates in a manner which will not cause harmful interference with the operation of existing equipment on or adjacent to the communications site. If the Authorized Officer or authorized official of the Federal Communications Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee must promptly take the necessary steps to eliminate or reduce the harmful interference to the satisfaction of the Authorized Officer or FCC official.
10. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.
11. The Lessee assumes all risk of loss to the authorized improvements.

12. The Lessee must comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S. C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.
13. The Lessee must indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the Lessee's use or occupancy of the property. The Lessee's indemnification of the United States must include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this lease. Indemnification must include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph survives the termination or revocation of this lease, regardless of cause.
14. The United States has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the United States inspects the property, it will incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph survives the termination or revocation of this lease, regardless of cause.
15. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.
16. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.
17. Nondiscrimination. The Lessee must at all times operate the described property and its appurtenant areas and its buildings and facilities, whether or not on the property, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of the Interior and in effect on the date this lease is granted to the end that no person in the United States will, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the programs or activities provided thereon.

18. This lease may be suspended or terminated upon breach of any of the terms or conditions herein or upon nonuse, or when in the public interest. Nonuse refers to a failure to operate consistently the facilities on the property for any period during the term in excess of 180 days. When suspended or terminated in the public interest, the Lessee will be compensated subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.
19. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
20. Any discretionary decisions or determinations by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.
21. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Lessee must, prior to the termination of this lease, restore and stabilize the site to the satisfaction of the Authorized Officer.
22. In the event this lease is revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.
23. If the Lessee fails to remove all structures or improvements within the prescribed period, they will become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.
24. Members of Congress. No member of or Delegate to Congress or Resident Commissioner may benefit from this lease either directly or indirectly, except when the lease provides a general benefit to a corporation.
25. Reservations. This lease is granted subject to the following reservations by the United States:
 - a) The right to all natural resource products now or hereafter located on the property unless stated otherwise herein, and the right to obtain, utilize, or dispose of such resources insofar as the rights and possession of the Lessee are not unreasonably affected.
 - b) The right to modify the communications site plan as deemed necessary.
 - c) The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
 - d) The right of the United States to use or to authorize the use of the property for compatible uses, including the subsurface and air space.

26. Holder shall comply with the applicable Federal and State Laws and regulations concerning the use of pesticides (i.e. insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides shall be used only in accordance with their registered uses and within the limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license.
27. The Lessee shall visibly post the Bureau serial number assigned to the lease within the lease area.
28. Upon reasonable notification, the BLM authorized officer shall have the right to jointly inspect with the Lessee, the Lessee's communication facility to insure compliance with the terms and conditions, and stipulations of the authorized lease.