

Categorical Exclusion Documentation Format for Actions Other Than Hazardous Fuels and Fire Rehabilitation Actions

Project Name: Assignment of Right-of-Way AZA 034359
NEPA Number: DOI- BLM-AZ-C010-2013-0022-CX

A. Background

BLM Office: Kingman Field Office
Lease/Serial/Case File No.: AZA 034359
Proposed Action Title/Type: Assignment of Right-of-Way AZA 034359
Location of Proposed Action:

Gila and Salt River Meridian, Arizona

T. 23 N., R. 18 W.,
sec. 3, lots 30, 31, 32 S¹/₂SW¹/₄SE¹/₄SW¹/₄ and S¹/₂SE¹/₄SE¹/₄SW¹/₄;
sec. 10, lot 7;
sec. 11, lots 9 and 10.

Description of Proposed Action: Assignment of Right-of-Way (ROW) AZA 34359, from Jon C. Fry, to RJR Mining Systems. RJR Mining Systems agrees to the terms and conditions of the ROW and no additional rights would be conveyed beyond those granted by the original grant.

B. Land Use Plan Conformance

Land Use Plan Name: *Kingman Resource Management Plan/EIS*
Date Approved/Amended: March 1995

The proposed action is in conformance with the applicable LUP because it is specifically provided for in the following LUP decision(s): *N/A*

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions): *LR13 a/v All other minor rights-of-way would be evaluated through the environmental review process and granted on a case by case basis. Existing rights-of-way would be used when possible to minimize surface disturbance.*

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. 9. Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.

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 (See Attachment 1), and none of the extraordinary circumstances described in 516 DM2 apply.

Attachment 1: Extraordinary Circumstances	Comment (Yes or No with supporting Rationale)
1. Have significant effects on public health or safety.	No. The road authorized under ROW grant AZA 034359 must be in conformance with the terms and conditions of the original grant, which require for the safe operation of the facilities and equipment.
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988) national monuments; migratory birds; and other ecologically significant or critical areas.	No. No such resources are known to exist in the affected area nor is it anticipated these would be affected.
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].	No. The assignment of this grant would not be controversial, nor would it involve conflicts concerning alternative uses of available resources.
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.	No. AZA 034359 is already authorized and there have been no highly uncertain and potentially significant environmental effects resulting from it; nor have there been unique or unknown environmental risks. It would be anticipated this would remain the same.
5. Establishes a precedent for future action or represents a decision in principle about future actions with significant environmental effects.	No. The assignment of this grant would not establish any precedent. Any substantial deviations from the original grant would require further analysis in accordance with the National Environmental Policy Act.
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.	No. No direct relationship to other actions with individually insignificant, but cumulatively significant environmental effects, are anticipated as a result of the assignment of this grant.
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.	No. No listed properties or properties eligible for listing on the National Register of Historic Places are known in the affected area nor is it anticipated any such properties would be affected.
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.	No. AZA 034359 is currently authorized and no significant impacts on sensitive species have occurred. It is anticipated this would continue if the grant is reassigned.
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.	No. No laws or requirements for the protection of the environment would be violated as a result of the assignment of this grant.
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).	No. No distinct populations have been affected differently from these facilities nor is it anticipated any would be affected by the assignment of this grant.
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).	No. No sacred sites are known to exist in the affected area nor is it anticipated that the assignment of this grant limit access to any such site or otherwise affect the physical integrity of any sacred sites.

<p>12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).</p>	<p>No. The assignment of this grant would not contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species.</p>
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

SERIAL NUMBER AZA 034359

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

RJR Mining Systems
7582 Las Vegas Blvd. South #544
Las Vegas, NV 89213

receives a right to operate, maintain, and terminate roads on public lands (or Federal lands for MLA Rights-of-Way) described as follows:

Gila and Salt River Meridian, Arizona

T. 23 N., R. 18 W., G&SRM.

sec. 3 lots 30, 31, 32, S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$;

sec. 10, lots 7, 8;

sec. 11, lots 9, 10.

b. The right-of-way or permit area granted herein is 30 feet wide, 5, 145 feet long, and contains 3.543 acres, more or less.

c. This instrument will terminate on December 31, 2037 unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise dispose of as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated July 17, 2013 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.

- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

(Signature of Holder)

(Signature of Authorized Officer)

(Print Name)

(Title)

(Title)

(Effective Date of Grant)

(Date)

EXHIBIT A
SERIAL NUMBER AZA 034359
JULY 17, 2013

1. The Holder shall conduct all activities associated with the operation, maintenance, and termination of the right-of-way within the authorized limits of the right-of-way.
2. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer. (A regular maintenance program shall include, but is not limited to, blading, ditching, culvert installation, and surfacing.)
3. Except rights-of-way expressly authorizing a road after construction of the facility is completed, the holder shall not use the right-of-way as a road for purposes other than routine maintenance as determined necessary by the authorized officer in consultation with the holder.
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder.
5. Public access along this road will not be restricted by the Holder without specific written approval being granted by the Authorized Officer. Gates or cattle guards on the public land will not be locked or closed to public use unless specifically determined by the Authorized Officer.
6. Disposal of all liquid and solid waste produced during operation and maintenance of this right-of-way shall be in an approved manner so it will not impact the air, soil, water, vegetation, or animals.
7. Holder shall not violate applicable air and water quality standards or related facility siting standards established by or pursuant to applicable Federal and State law.
8. The Holder shall minimize disturbance to existing fences and other improvements on public land. The Holder is required to promptly repair improvements to at least their former state. Functional use of these improvements will be maintained at all times. The Holder will contact the owner of any improvements prior to disturbing them. When necessary to pass through a fence line, the fence shall be braced on both sides of the passageway prior to cutting the fence.

9. If any desert tortoise are observed in this right-of-way during operation or maintenance activities or while accessing the facilities authorized herein they will be handled in accordance with the protocol of the Guidelines for Handling Desert Tortoise Encountered On Roads and Vehicle Ways as described in Exhibit B, attached.
10. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
11. Maintain the road so that user traffic remains within the right-of-way and erosion is mitigated. Roads and road segments where serious erosional damage is occurring will be handled on a case-by-case basis. "Flat blading" will be avoided where practical. The road(s) will be maintained so that over time a proper road prism and good drainage is achieved. Maintenance will include drainage dips, turnout ditches, crowning and/or out-sloping/in-sloping, low water crossings, and vehicle turnouts.
12. The Holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The Holder is responsible for consultation with the Authorized Officer and /or local authorities for acceptable weed control methods within limits imposed in the grant stipulations.
13. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides and herbicides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, 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 use.
14. Ninety days prior to termination of the right-of-way, the Holder shall contact the Authorized Officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, or surfacing material, recontouring, topsoiling, or seeding. The Authorized Officer must approve the plan in writing prior to the Holder's commencement of any termination actions.
15. The Holder of this right-of-way agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on this right-of-way (unless the release or threatened release is wholly unrelated to Holder's activity in this right-of-way). This agreement applies without regard to whether a release is caused by the Holder, their agent, or unrelated third parties.

16. The holder shall be liable for damage or injury to the United States to the extent provided by 43 CFR Sec. 2803.1-4. The holder shall be held to a standard of strict liability for damage or injury to the United States resulting from fire or soil movement (including landslides and slumps as well as wind and water-caused movement of particles) caused or substantially aggravated by any of the following within the right-of-way or permit area:

Activities of the holder, including but not limited to construction, operation, maintenance, and termination of the facility.

(2) Activities of other parties including, but not limited to:

(a) Land clearing and logging;

(b) Earth-disturbing and earth-moving work;

(c) Blasting; and

(d) Vandalism and sabotage.

The maximum limitation for such strict liability damages shall not exceed \$ for any one event, and any liability in excess of such amount shall be determined by the ordinary rules of negligence of the jurisdiction in which the damage or injury occurred. This section shall not impose strict liability for damage or injury resulting primarily from the negligent acts or omissions of the United States.

EXHIBIT B
AZA 034359
July 17, 2013



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
Kingman Field Office
2755 Mission Boulevard
Kingman, Arizona 86401
www.az.blm.gov

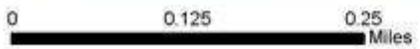
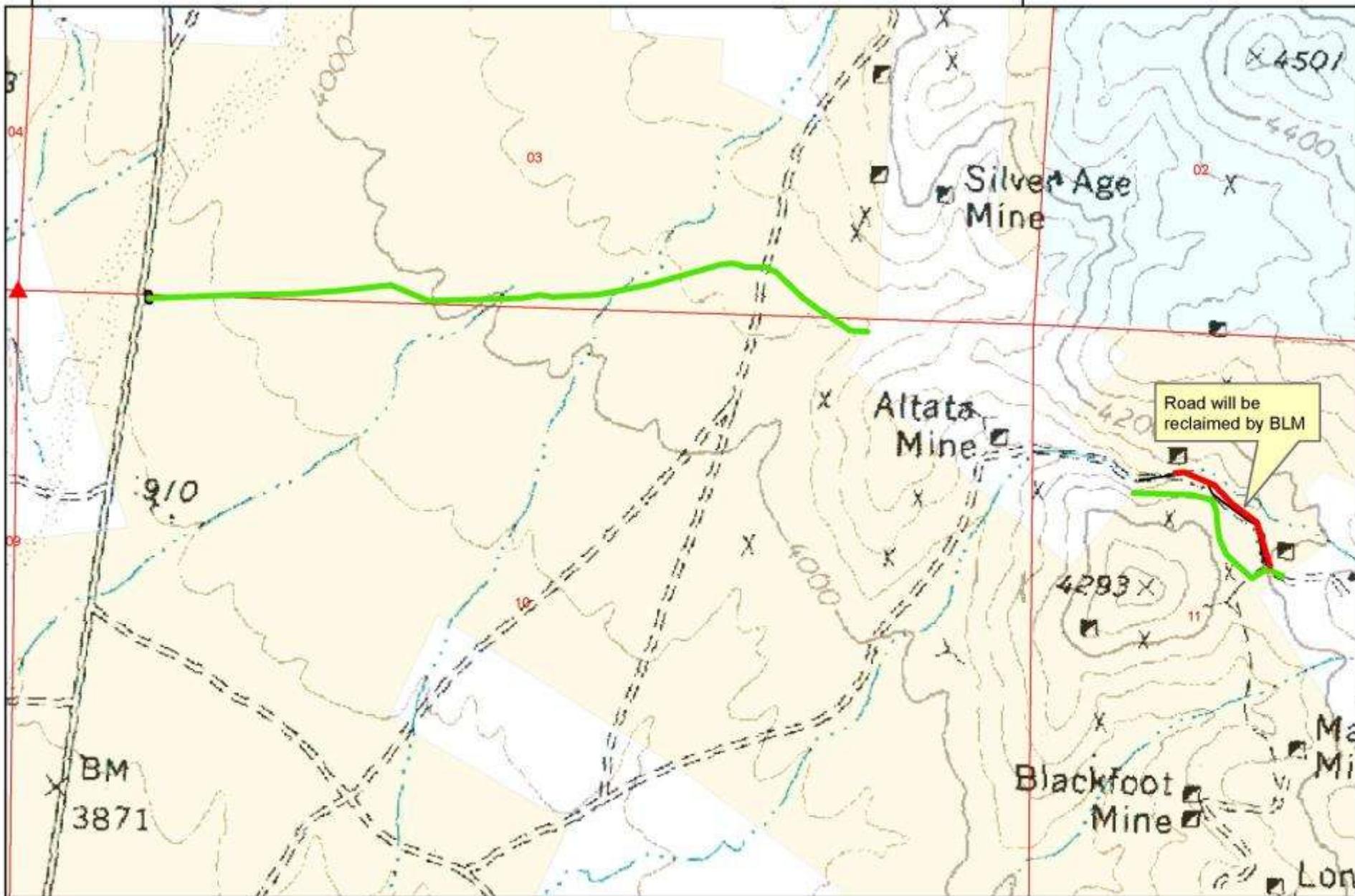
GUIDELINES FOR HANDLING DESERT TORTOISE ENCOUNTERED ON ROADS AND VEHICLE WAYS

1. Stop your vehicle and allow the tortoise to move off the road.
2. If the tortoise is not moving, gently** pick up the tortoise and move it approximately 200 feet off the road to a shaded location.
 - a. Do **not** turn the tortoise over.
 - b. Move the tortoise in the direction it was traveling. If it was crossing the road, move it in the direction it was crossing.
 - c. Keep the tortoise within 12-18 inches of the ground, move slowly so as not to cause it to become alarmed.
 - d. Release the tortoise under the shade of a bush or rock.

** Tortoise store water in their bladder. If a tortoise becomes alarmed its defense is to void its bladder onto the captor. This could lead to dehydration of the tortoise and potentially to death.

3. Prior to moving any parked vehicles or equipment at the project site, check for tortoise under the vehicles.

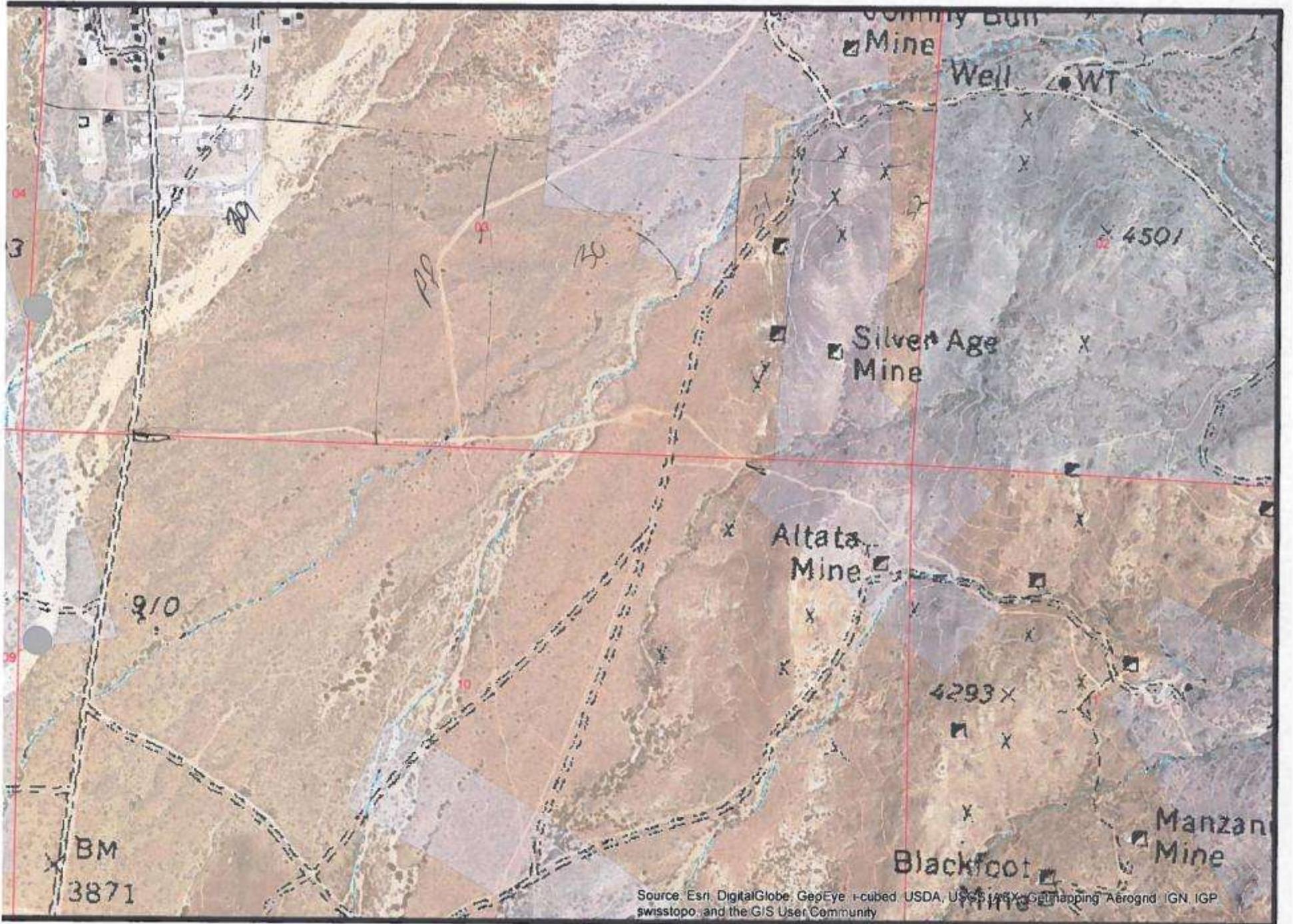




No Warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

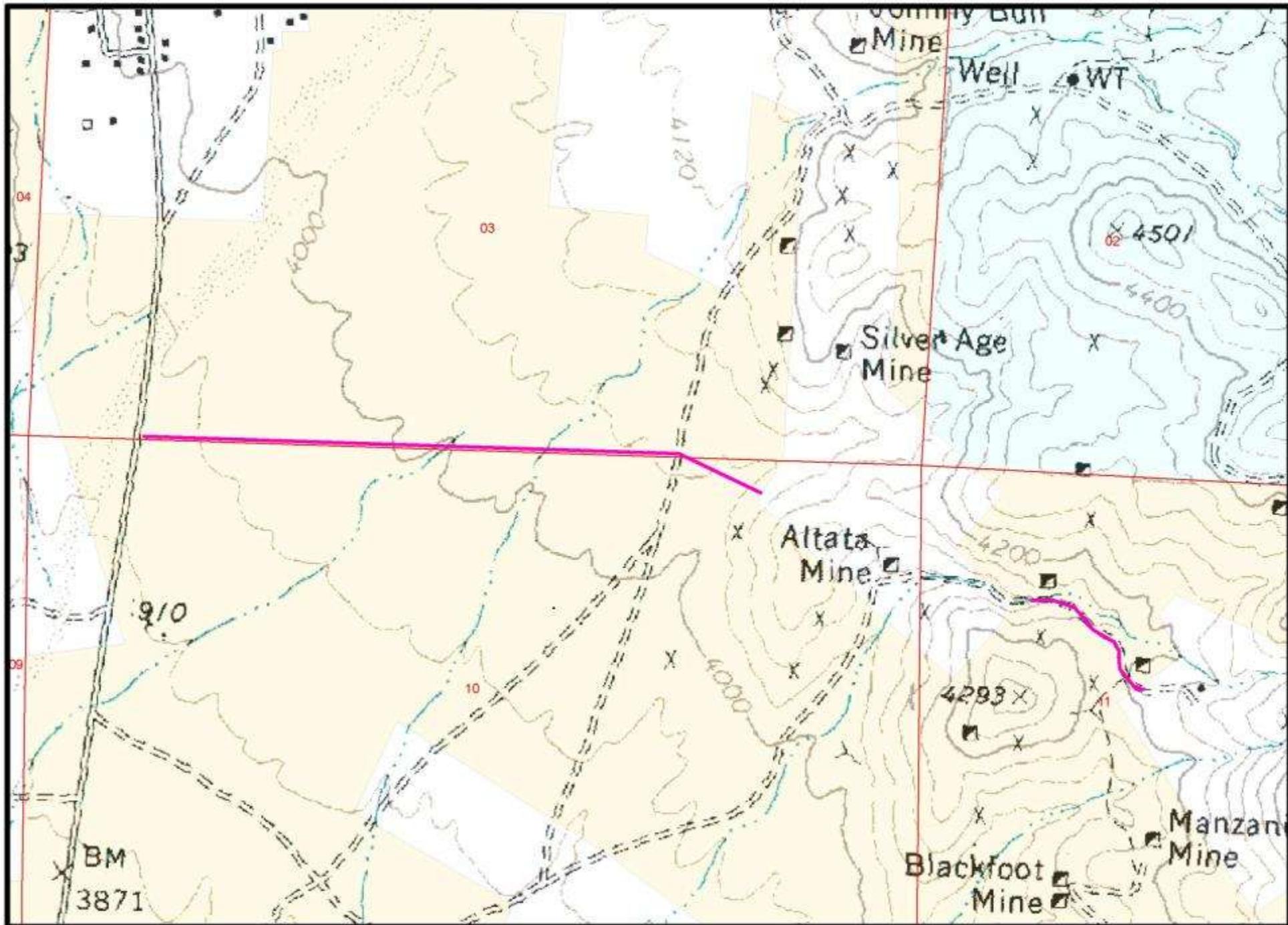
RJR Mining Systems
 AZA 034359
 T23N R18W, G&SRM

Prepared by: Troche
 July 3, 2013
 Kingman Field Office
 EXHIBIT A



Source: Esri, DigitalGlobe, GeoEye, Earthstar (United States), USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

RJR Mining Systems Assignment
Δ7A 034350



RJR Mining Systems Assignment
AZA 034359

