

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT**

Twin Falls District  
Burley Field Office  
15 East 200 South  
Burley, ID 83318

**Categorical Exclusion Documentation Format When Using Categorical Exclusions Not  
Established by Statute  
NEPA No. DOI-BLM-ID-2020-2014-0001-CX**

**Project Name:** MKR, LLC Communication Site Lease Amendment  
**NEPA Number:** DOI-BLM-ID-2020-2014-0001-CX  
**Lead Preparer:** Jennifer Sonner, Realty Specialist  
**Project or Serial Number:** IDI-032796  
**Date of Preparation:** November 21, 2013

**Project Description:**

This action is for an amendment within the lease area for MKR, LLC on Cotterel Communication Site. MKR, LLC has submitted a request to perform upgrades by installing conduit that will house new inner duct, fiber, and copper lines to the cell site that is located within an existing communication site on Cotterel Mountain. Specifically the intent of this installation is for the Ethernet to Cell Site (ETTCS) project, which provides high speed wireless signal to its customers for voice as well as data. The fiber/copper path will follow the existing access/ utilities right-of-way. In addition, any disturbance to the ground utility/access right-of-way area as a result of the upgrades will be corrected and the area brought back to its condition prior to the site upgrades.

**Project Location:**

The site is located about 4-miles south of Albion, Idaho and East of U.S. Highway 77. The legal description of the communication site location and access road is as follows:

Facility Location (100' X 100'):

Boise Meridian, Cassia County, Idaho  
T. 12, R. 26,  
sec. 19 SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Access Road (3.3 miles X 30')

Boise Meridian, Cassia County, Idaho  
T. 12, R. 25,  
sec. 25, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
T. 12, R. 25,  
sec. 35, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
T. 12, R. 26,  
sec. 30 NE $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
lot 1 & 2.

**Plan Conformance:**

This site is within the Cassia Resource Management Plan (RMP) approved on January 24, 1985. The Site is within the Cotterel Mountain planning unit of the RMP and is subject to the following recommendation: Limit right-of-way to existing facilities/localities. The Plan also required that any valid use, occupancy or development of the public lands, including but not limited to those requiring right-of-way, leases and licenses will be considered, subject to applicable environmental review procedures, unless specifically excluded in the plan. The Cotterel 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.

**Categorical Exclusion Reference:**

The actions described above generally does not require the preparation of an environmental assessment (EA) or environmental impact statement (EIS), as it has been found to not individually or cumulatively have a significant effect on the human environment. The applicable Categorical Exclusion references are 516 DM 5.4 E. (13). This reference states, "Amendments to existing rights-of-way, such as upgrading of existing facilities, which entail no additional disturbance outside the right-of-way boundary" and 516 DM 5.4 E. (9) which states, "Renewals and assignment of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorization."

**Exceptions to Categorical Exclusion Documentation**

The actions have been reviewed to determine if any of the below listed exceptions apply:

**Extraordinary Circumstances:**

1. The proposed actions would not have significant impacts on public health and safety. Responsibilities of the lease Holder would be stipulated within the lease and stated as: "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." Authorizing the requested action commonly occurs on public land without public health issues.
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 119900), floodplains (Executive Order 11988), national monuments, migratory birds, and other ecologically significant or critical areas. Based on the review of potential environmental impacts by the Interdisciplinary Team was determined that the actions would not have significant criteria under §40 CFR 1508.27, it was determined that the actions would not have a significant effect on the human environment. No additional impacts are associated with the proposed actions. Cultural resource review were completed in March /2001, (A copy of this document is located in the project file) stating that cultural resources were no present. There are no 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, and other ecologically significant or critical areas.

3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102 (2)(E)].  
The Bureau of Land Management, Burley Field Office allows communication site use in accordance with the Federal Land Policy and Management Act of 1976 and the BLM regulations at 43 CFR 2800. Under these regulations each application shall, at a minimum, be reviewed by the authorized officer. The communication site lease issued may be reviewed at any time deemed necessary by the authorized officer. The lessee is required to abide by all the terms and conditions as a part of all land use authorizations. Communication site are routinely authorized, the effects are well understood and are not highly controversial.
  4. Have highly uncertain and potentially significant environmental effects or involve unique of unknown environmental risks.  
Based on the Interdisciplinary Team review, it is determined that the action would not have significant effects on the human environment. No additional impacts are associated with the proposed actions, which request the continued use of public lands for communication site uses.
  5. Establish a precedent for future action or represent a decision in principal about future actions with potentially significant environmental effects.  
These actions are not connected to another action that would require further environmental analysis nor does it set a precedent for future actions that would normally require environmental analysis.
  6. Have direct relationships to other actions with individually insignificant but cumulatively significant environmental effects.  
These actions do not have a direct relationship to other actions that may have cumulatively significant environmental effects. No additional impacts are associated with the proposed action.
1. 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.  
There are no eligible or listed properties in the project area.
  2. 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.  
There are no effects to federally listed threatened, endangered, or candidate plants or animals in the proposed project area. (Special Status Plant & Animal Species Assessment - A copy of these documents are located in the project file.)

3. Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.  
Stipulations are attached to the lease that specifies that all Federal, State, and local laws be adhered to. There are no tribal laws in effect for the project areas.  
Stipulations regarding pesticides environmental compliance will be included in the lease authorization.
4. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).  
No low income or minority populations will be affected by the proposed projects.
5. 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).  
There are no Indian sacred sites present within the project areas.
6. 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).

Based on the interdisciplinary team review, it was determined that the actions would not have a significant effect on the human environment. No additional impacts are associated with the proposed action. Responsibilities of the Lessee, states: *“The Lessee shall be responsible for weed control on disturbed areas within the limits of the lease area. The Lessee is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods.”*

### **Approval**

Based on my review of the project described above and field office staff recommendations, I have determined that the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. I have decided to approve the action as proposed, per Title V of the Federal Land Policy and Management Act of 1976 and the BLM regulations at 43 CFR 2800, as described in the proposed action. Communication site lease application IDI-32796 will be approved and the communication site lease will be offered to MKR, LLC to perform upgrades by installing conduit that will house new inner duct, fiber, and copper lines to the cell site that is located within existing Cotterel Communication Site. Specifically the intent of this installation is for the ETTCS project, which provides high speed wireless signal to its customers for voice as well as data. The fiber/copper path will follow the existing access/ utilities right-of-way. In addition, any disturbance to the ground utility/access right-of-way area as a result of the upgrades will be corrected and the area brought back to its condition prior to the site upgrades. The lease would be issued with an expiration date of December 31, 2029, with the option for renewal. The attached Terms, Conditions, and Stipulations will be included within the communication site lease. Adherence to the Cotterel Communication Site Plan will be a requirement of the lease.

**D. Signature**

Authorizing Official:

*Michael C Courtney*

Date:

*3/5/2014*

Name: Michael C. Courtney

Title: Burley Field Manager

**Contact Person**

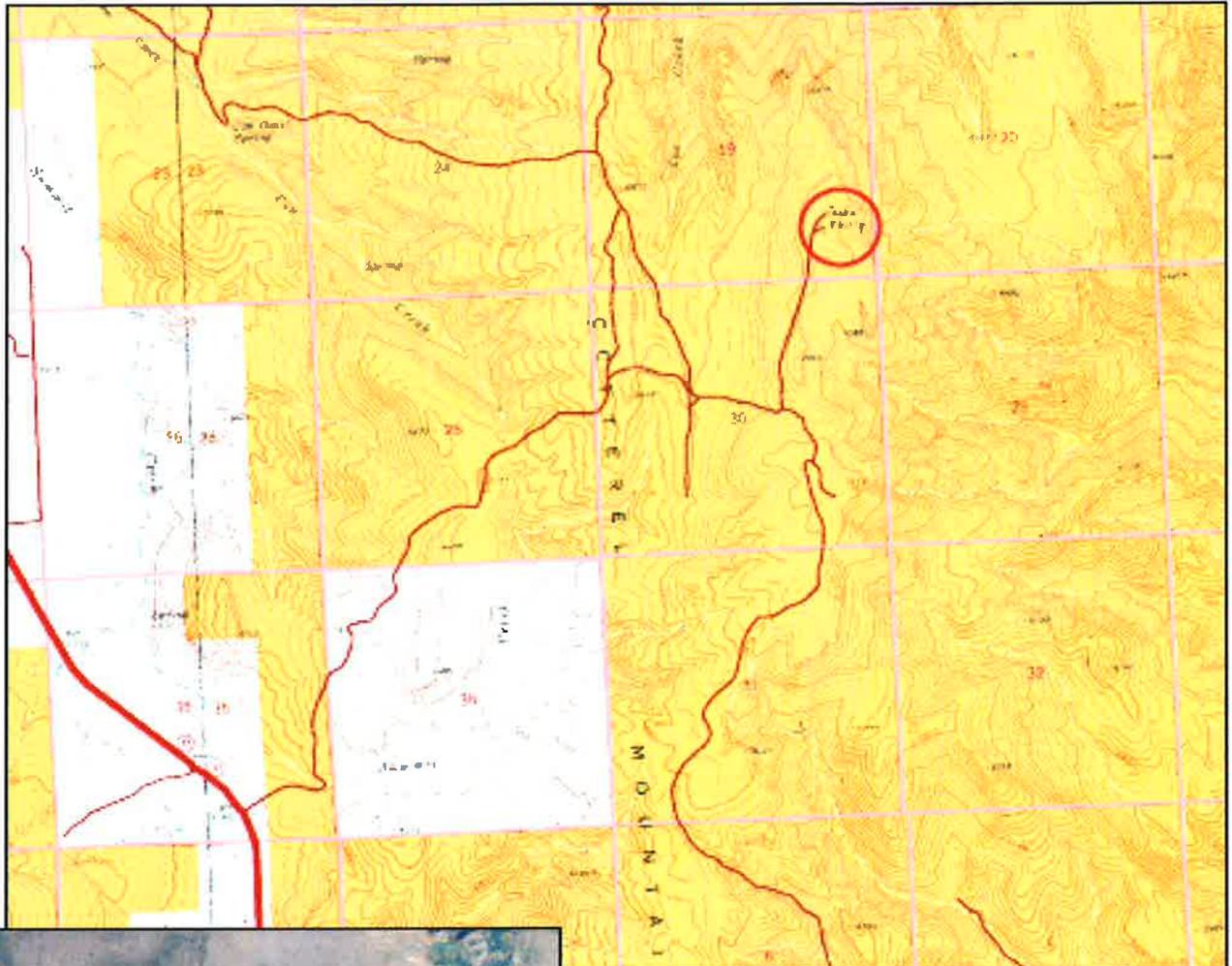
For additional information concerning this CX review, contact Jennifer Sonner, Realty Specialist, (208) 677-6640 or email [jsonner@blm.gov](mailto:jsonner@blm.gov).

**Note:** A separate decision document must be prepared for the action covered by the CX.



**Attachment A**

**Cotterel Communication Site**



**T. 12 S., R. 25 E., Sec. 25, 35;  
T. 12 S., R. 26 E., Sec. 19, 30.**



**MKR, LLC Communication Site IDI-32796**

**Legend**

-  Bureau of Land Management
-  Private

## **Attachment B**

### **Terms, Conditions, and Stipulations MKR, LLC Communication Site Amendment Lease IDI-032796**

1. 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 improvements on the property as well as revisions of such plans must be prepared by a licensed engineer, 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 Offer and appended to the communication site plan.
2. The Lessee must comply with applicable Federal, State, county, and municipal laws, regulations and standards for public health and safety, environment 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 estoppels 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.
3. 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.
4. 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.
5. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.
6. The Lessee assumes all risk of loss to the authorized improvements.

7. 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, improvements, or equipment on the property.
8. 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.
9. 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.
10. The Lessee has an affirmative duty to protect from damage to the land, property, and interests of the United States.
11. 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 (BLM) 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 BLM, be deemed to be additional rental hereunder and will be due from the Lessee to the BLM on the first day of the month following such election.
12. 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 provide thereon.

13. 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 subject to the availability of appropriated funds. Compensation will be based upon the initial cost of improvements located in the lease, less depreciation as allocated over the life of the improvements as evidenced by the Lessee's Federal tax amortization schedules.
14. 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 BLM is entitled to such remedies as are provided herein.
15. 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.
16. 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 to the Authorized Officer.
17. 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.
18. 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.
19. No member of 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.
20. 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 communication 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.
21. The Lessee shall be responsible for weed control on disturbed areas within the limits of the lease area. The Lessee is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods.
22. The Lessee shall visibly post the Bureau serial number assigned the lease within the lease area.
23. If required by the BLM authorized officer, the Lessee shall contribute reasonable funds to the BLM for maintenance of the Cotterel Mountain Communication Site access road.
24. 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.
25. Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the BLM authorized officer.
26. Bald and Golden Eagle Protection Act Stipulation: No potentially disruptive activities are to occur from February 1 to July 31 or until nests have successfully fledged and conflicts with post-fledging dependency are not a concern. Stipulation applies within 0.50 miles of the action.
27. Washing construction vehicles prior to mobilizing at the site may be useful to reduce potential adverse impacts associated with transporting noxious/invasive weeds.