

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

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

**CATEGORICAL EXCLUSION REVIEW AND APPROVAL
NEPA No. DOI-BLM-ID-T020-2015-0014-CX**

Project Name: Assignment and Renewal of Communication site lease IDI-031425 from Cellular Inc Network Corp, Verizon Wireless Network TL ES to Syringa Networks LLC.

Lead Preparer: Jennifer Cranney, Realty Specialist

Project or Serial Number: Salmon Butte, IDI-031425

Date of Preparation: 2015

Project Description

Syringa Networks LLC has applied for the assignment and renewal of communication site lease IDI-029843 from Cellular Inc. Network Corp. The existing communication facility was originally authorized on December 14, 1995, and renewed on March 27, 2006. This action is for the assignment and renewal of the lease area for Syringa Networks LLC on Salmon Butte Communication site. The application requests to continue the communication site use within a 60 foot by 60 foot area. The communication site authorizations would consists of the following improvements: a 10 foot by 14 foot building, 30 foot wide by 5000 foot long access road, and a 100 foot angle leg galvanized steel tower. The authorization would include standard Terms, Conditions and Stipulations for communication site leases and the Salmon Butte Communication Site Plan 2005. 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 estimated by the BLM Burley Field Office.

Purpose and Need of the Action:

The purpose for this action is to consider whether or not to assign and renew an existing lease of a communication site use with legal access on public land managed by the Bureau of Land Management (BLM), and if so, under what terms and conditions. The need for this action is established by the BLM's responsibility under the Federal Land Policy and Management Act of 1976 to respond to applications for use of public land.

Project Location:

Salmon Butte is an existing communication site located within the administrative boundaries of the BLM six miles West of State Highway 93.

Boise Meridian, Cassia County Idaho.

T. 14 S., R. 15 E.,

sec. 9: S $\frac{1}{2}$ SW $\frac{1}{4}$;

sec. 17: N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$.

(For further detail refer to Attachment A - Location Map)

Land Use Plan Conformance:

This site is within the Twin Falls Management Framework Plan approved on September 16, 1982, and is subject to the following recommendation: Grant Communication Site rights-of-way only when the facility has the capability for multiple occupancy (modular design concept) and the color and design is such that it blends with the mountain-top settings. Mountain-top communication sites can become easily congested with many small buildings and numerous antenna structures. This impairs the aesthetics of the area and results in poor land utilization. Multiple occupancy of a building allows for better land utilization, improves aesthetics, and more cost-effective construction and maintenance programs.

The Salmon Butte Communication Site Plan (September 2005) 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.

Consideration of Extraordinary Circumstances:

This CER documents the review of the proposed action to determine if any of the extraordinary circumstances described in 43 Code of Federal Regulations (CFR) 46.215 applies. If any of the extraordinary circumstances apply to the proposed action, then an EA or EIS must be prepared. Any evidence or concerns that one or more of the exceptions may apply must be brought to the attention of the manager who is authorized to approve the proposed action.

1. The proposed action would not have significant impacts on public health or safety.

Assignment and renewal of an existing communication site lease from Cellular Inc Network Corp to Syringa Networks LLC. The assignment and issuance of a new lease to Syringa Networks LLC contains terms, conditions, and stipulations that require Syringa Networks LLC to comply with Federal and State standards for public health and safety, environmental protection, operation and State standards for public health and safety, environmental protection, operation, and maintenance. The BLM authorized officer has the ability to suspend or terminate in whole or in part the communication site lease if unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.

2. The proposed action would not 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. *There are no natural resources and unique geographic characteristics such as historic or cultural resources; park, recreation, refuge lands; wilderness areas, wild or scenic rivers, national natural landmarks, sole or principal drinking water aquifers, national monuments, or other ecologically significant or critical areas that would be significantly impacted by the proposed action. Migratory birds, particularly sagebrush obligate species are known to occur in the vicinity of the project area. Other seasonal migrants are present as well. The subject tower is not known to cause mortality of migratory birds, but certain features may make the subject tower a higher risk for causing mortality of migratory birds (e.g. guy wires and height). Following the "Revised Voluntary Guidelines for Communication Tower Design, Siting, Construction,*

Operation, Retrofitting, and Decommissioning (2013) developed by the U.S. Fish and Wildlife Service may be valuable in minimizing the potential for conflicts with migratory birds in the future. There are no natural resources and unique geographic characteristics such as historic or cultural resources; park, recreation, refuge lands; wilderness areas, wild or scenic rivers, national natural landmarks, sole or principal drinking water aquifers, national monuments, or other ecologically significant or critical areas that would be significantly impacted by the proposed action.

3. The proposed action would not have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2) (E)]. *The proposed action is allowable by the Twin Falls Management Framework Plan approved on September 16, 1982, and the Salmon Butte Communication Site Plan (September 2005).*

4. The proposed action would not have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. *The proposed action does not involve highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. Similar uses have been occurring in the project area without resulting in highly uncertain and potentially significant environmental effects or unique or unknown environmental risks.*

5. The proposed action would not establish a precedent for future actions or represent a decision in principle about future actions with potentially significant environmental effects. *The proposed action does not establish a precedent for future action or represent a decision in principal about future actions with potentially significant environmental effects. The proposed action is not connected to another action that would require further environmental analysis and would not set a precedent for future actions that would normally require environmental analysis. The decision to assign and renew the existing lease IDI-031425 from Cellular Inc Netwrok Corp to Syringa Networks LLC would only allow for the name change action to take place. Any proposed future actions must be evaluated on their own merits and effects.*

6. The proposed action would not have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects. *The proposed action does not have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.*

7. The proposed action would not have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by the bureau. *A cultural resource review and survey was conducted for the project area on January 12, 1996. Based on the information from the survey it was determined that no eligible cultural resources would be affected by the proposed action.*

8. The proposed action would not 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 Threatened or Endangered Species which occur on the project area or which may be affected by the proposed action.*

9. The proposed action would not violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment. *The BLM issues Communication Site Leases in accordance with Title V of the Federal Land Policy and Management Act of 1976 and the BLM regulations 43 CFR 2800. Under these regulations the existing Communication Site Lease will specify that all applicable Federal, State and local laws be adhered to. The BLM has the ability to suspend and/or terminate the authorization if a Federal, State or local laws are violated. There are no tribal laws in effect for the project area.*

10. The proposed action would not have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898). *Impacts to minority or low income populations have not occurred as a result of granting other similar authorizations and impacts are not expected to occur as a result of authorizing the proposed assignment and renewal of the Communication Site Lease.*

11. The proposed action would not limit access to 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). *Granting the proposed Communication Site Lease Assignment and renewal would not result in any changes to access to the public lands within the area.*

12. The proposed action would not 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). *This administrative action approval of an assignment and renewal of existing communication site lease (i.e. name change and renewal for 10 year period on existing lease) would not contribute to the introduction, continued existence, or spread of noxious weeds or non-native species. The existing communication site lease and the Salmon Butte Communication Site Plan contain stipulations that require the Lessee to be responsible for weed control on the disturbed areas within the limits of the Communication Site Lease.*

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 5.4 E. (9). This reference states, “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 suitable in this situation because this communication site facility is currently in existence and within an authorized communication site facility’s area.

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 applies. The extraordinary circumstances checklist is located in the project file.

Consultation and Preparation:

The affected environment of the project area was reviewed by an interdisciplinary team. It was determined that there would be no additional impacts as the area was already developed for communication site use.

Authorized Officer:

/s/Amanda Dodson
Name: Amanda Dodson
Title: Acting Burley Field Office Manager

4/08/2015
Date

For more information concerning the CX review, contact Jennifer N Cranney, Realty Specialist, at (208) 677-6640 or via email at jcranney@blm.gov.

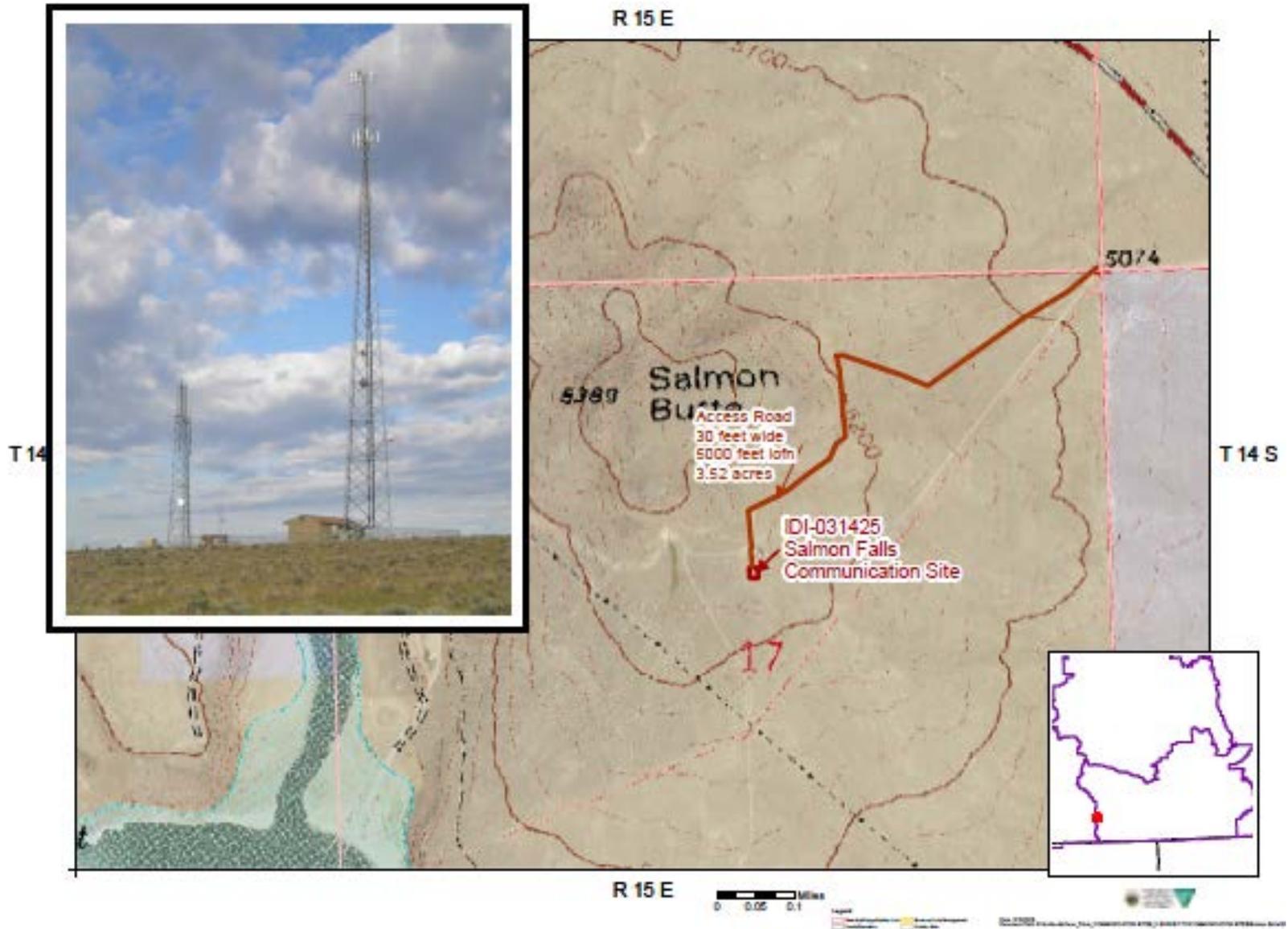
2-Attachments:

- A- Map of Project area (1 p)
- B- Terms, Conditions and Stipulations (6 pp)

Participating Staff

Name of Participant	Position Title or Resource Expertise	Comments Provided (Initial One)		Date
		None	Attached	
Jermy Bisson	Wildlife Biologist	/s/JRB		4-08-15
Jason Theodozio	Botanist	/s/JT		4-08-15
Lael Henrikson	Cultural Resources	/s/LH		4-08-15
Jennifer N Cranney	Realty Specialist	/s/JC		4-08-15
Amanda Dodson	Field Manager			

Attachment A



Attachment B

Terms, Conditions, and Stipulations Syringa Networks LLC. IDI-031425

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. 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 the 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 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.
3. Use of communications equipment is contingent upon the possession of 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 communication 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 relating to the siting, construction, operation, maintenance of any facility, improvement, 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 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 or 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. 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.
11. 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.
12. Any discretionary decisions or determination by the Authorized Officer on termination or suspension are subject to appeal in accordance with the regulations in Title 43, Code of Federal Regulations.
13. 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.

14. 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.
15. Member 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.
16. Reservations. This lease is granted subject to the following reservations by the United States:
 - a. The right to all natural resource products now or here after 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 modify the communications site plan as deemed necessary.
 - 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.
17. The 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 lease. 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.
18. To minimize impacts to migratory birds the holder should follow the suggested practices contained in the U.S. Fish and Wildlife Service's "Revised Voluntary Guidelines for Communication Tower Design, Siting, Construction, Operation, Retrofitting, and Decommissioning (2013), as necessary.

Construction

19. Fences not directly related to the security of the telecommunication equipment or structures are not permitted. Any fencing material shall be approved, prior to installation, by the authorized officer. Metallic fencing shall be grounded to standards contained in Motorola's publication "Standards and Guidelines for Communications Sites R56", most recent edition (a.k.a., Motorola R56 standards).
20. The antenna support structures (towers) shall be constructed of galvanized steel, and shall be self-supporting unless otherwise approved by the BLM authorized officer. All towers

shall meet Electronics Industries Association Standard RS-222G, Structural Standards for Steel Antenna Towers. All metallic structural materials shall be galvanized, plated, or coated. Dissimilar metals will not be placed in contact with each other in such a manner that could create a galvanic junction.

21. The holder's building and appurtenances shall be painted (or manufactured) to blend with the natural color of the landscape. The color shall be approved in advance by the BLM authorized officer.
22. The holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil shall be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
23. All existing improvements disturbed during construction (e.g. roads, parking spaces) shall be reconstructed to their original condition following completion of construction activities, as determined by the BLM authorized officer.

Operation

24. The holder agrees to accommodate the entry/development of other compatible communication uses of the facility on a first-come, first-served basis. If an applicant agrees to comply with all the terms and conditions for use of the site contained herein, obtains a Federal Communications Commission or Interdepartmental Radio Advisory Committee authorization, and there is space available, the holder may not refuse to enter into a use agreement with applicant. Exceptions to this requirement will be made by the BLM authorized officer on a case-by-case basis.
25. All equipment in the facility must be clearly posted with the owner's name and operating frequency.
26. The holder shall ensure that the BLM serial number assigned to this authorization is posted on the door of the holder's building in letters that are at least 1.5" high.
27. All areas authorized under this lease/grant shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. 'Waste' means all discarded matter including, but not limited to, human waste, trash, spare or damaged radio equipment/antennas/cables, excess construction materials, refuse, oil drums, petroleum products, ashes, and equipment.
28. No concentrated beam of energy shall be allowed to pass through any commonly occupied building, nor shall it pass through another user's electronic facility or antenna system. Structures and antennas shall not be constructed or placed such a manner as will block an existing concentrated beam of energy.
29. The BLM reserves the right to authorize joint use by other electronic communication users of the site, together with the roads and the power, telephone and other auxiliary

utility service lines installed and operated by the holder, upon payment by such users to the holder of a just and equitable portion of the costs of installation, maintenance and operation; provided that such joint use will conform to sound engineering practices.

30. The holder agrees not to install or allow the installation of any radio facilities or support facilities not specified in this lease within the area authorized and covered by this lease, without advance notification and written approval of the BLM authorized officer.
31. The holder understands that this lease form authorizes specific communication facilities to be constructed and operated on public lands. This Lease does not grant in any way the exclusive development/use rights to a specific plot of land, as those rights are reserved to the United States in Federal regulations at 43 CFR 2800.

Termination

32. At least 120 days prior to termination of the authorization, the lessee shall contact the BLM authorized officer to arrange a joint inspection of the lease. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall be prepared by the holder and shall include, but is not limited to, removal of facilities, drainage structures, or surface material, recon touring, top soiling, or re-vegetation. The authorized officer must approve the plan in writing prior to the lessee's commencement of any termination activities.