

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

**Tucson Electric Power Company Communication Site Renewal
NEPA Number DOI- BLM-AZ-C030-2015-0023-CX**

A. Background

BLM Office: Lake Havasu Field Office Lease/Serial/Case File No.: AZA 19176

Proposed Action Title/Type: Renewal AZA 19176 Tucson Electric Power Company
Communication Site on Smith Peak

Location of Proposed Action:

Gila and Salt River Meridian, Arizona
T. 8 N., R. 11 W.
Sec. 1, SE¼.

Total acres: 0.055

Description of Proposed Action:

On January 26, 2015, Tucson Electric Power filed an application to renew communication site lease AZA 19176. On May 21, 1985, Communication site lease was issued to Salt River Project. On April 17, 2006, assignment of this lease was approved to Tucson Electric Power Company.

It is recommended to renew communication site lease AZA 19176 to Tucson Electric Power Company for 20 years and expire on May 20, 2034, including the updated stipulations (Exhibit B).

B. Land Use Plan Conformance

Land Use Plan Name: *Lake Havasu Field Office Resource Management Plan*

Date Approved/Amended: May 10, 2007

The proposed action is in conformance with the LUP, because it is clearly consistent with the text under Use Authorization (page 37):

Lake Havasu Field Office may allow the use of the public lands or interests in lands through issuance of ROWs, leases, and permits. The types of uses that would be authorized by a ROW issued pursuant to Title 5 FLPMA would include access roads, power lines, telephone lines, fiber optic systems, communications facilities, and so forth. Examples of uses authorized pursuant to the Mineral Leasing Act include crude oil pipelines and oil and gas pipelines. Typical uses authorized by permits would include filming and establishing and maintaining apiary sites

Public lands may also be designated for use as a communications site or a communications facility. A communications facility is a building and/or tower or other physical improvement that is built, installed, or established to house and support authorized communications uses. Lake Havasu Field Office communications sites accommodate the wireless systems referred to in the

Telecommunications Act of 1996 as well as many other uses, including AM/FM broadcast facilities, commercial mobile radios, private mobile radios, and microwaves on designated communications sites located on mountaintops.

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

LR-31. Smith Peak Communication Site, (CS)-4 Designated, LUP Table 5 page 41.

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 2, Appendix 4, E. Realty (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.

I considered the possibility of significant impacts by authorizing this action, but there are none as demonstrated by the signatures in Attachment 1.

D: Signature

Authorizing Official: /s/Kimber Liebhauser Authenticated by S. Ahrens Date: 3/3/15
Kimber Liebhauser
Field Manager, Lake Havasu Field Office

Contact Person

For additional information concerning this CX review, contact Realty Specialist Sheri Ahrens, 2610 Sweetwater Avenue, Lake Havasu City, Arizona 86406, (928) 505-12840.

Note: A separate decision document must be prepared for the action covered by the CX. See Attachment 2.

Attachment 1: Extraordinary Circumstances Review

Extraordinary Circumstances	Comment (Yes or No with supporting Rationale)
1. Have significant effects on public health or safety.	No, within existing lease
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, within existing lease
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].	No, within existing lease
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.	No, within existing lease
5. Establishes a precedent for future action or represents a decision in principle about future actions with significant environmental effects.	No, within existing lease
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.	No, within existing lease
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, within existing lease
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, within existing lease
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.	No, within existing lease
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).	No, within existing lease
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, within existing lease
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).	No, within existing lease

Approval and Decision

Attachment 2

Compliance and assignment of responsibility: Lands & Resources

Monitoring and assignment of responsibility: Lands & Resources

Review: We have determined that the proposal is in accordance with the categorical exclusion criteria and that it would not involve any significant environmental effects. Therefore, it is categorically excluded from further environmental review.

Prepared by: /s/Sheri Ahrens
Sheri Ahrens
Realty Specialist

Date: 2/23/15

Reviewed by: /s/ Amanda Dodson Authenticated by S. Ahrens
Amanda Dodson
Assistant Field Manager-Lands & Resources

Date: 2/25/15

Project Description:

On January 26, 2015, Tucson Electric Power filed an application to renew communication site lease AZA 19176. On May 21, 1985, Communication site lease was issued to Salt River Project. On April 17, 2006, assignment of this lease was approved to Tucson Electric Power Company.

It is recommended to renew communication site lease AZA 19176 to Tucson Electric Power Company for 20 years and expire on May 20, 2034, including the updated stipulations (Exhibit B).

Decision: Based on a 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. It is my decision to approve the action as proposed, with the following stipulations (if applicable).

Approved By: /s/Kimber Liebhauser Authenticated by S. Ahrens
Kimber Liebhauser
Field Manager, Lake Havasu Field Office

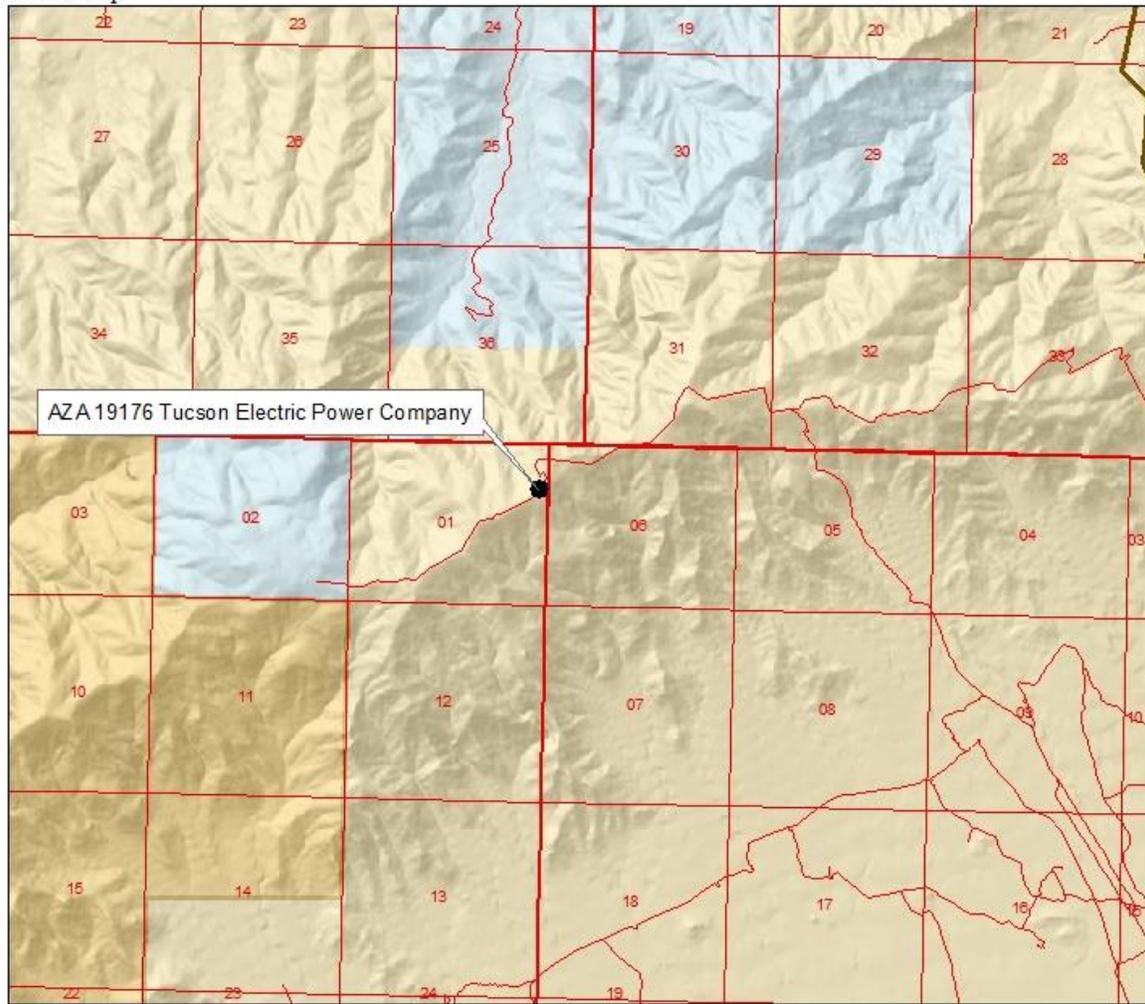
Date: 3/3/15

Exhibits:

- a) Map
- b) Stipulations
- c) Tortoise Handling Guidelines

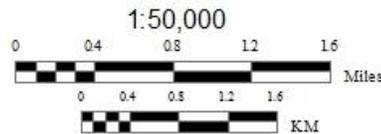
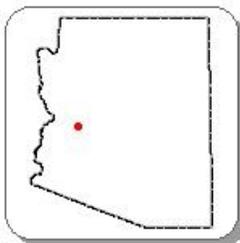
AZA 19176 Tucson Electric Power Company
Location Map

State of Arizona Exhibit A



Legend

- | | | |
|---|------------------------------|--------------------------|
| Bureau of Land Management (BLM) | BLM Wilderness Area | LHFO Trails |
| USFW Service, National Wildlife Refuges | USFW Service Wilderness Area | Secondary Road - Paved |
| Indian Lands or Reservations | | Secondary Road - Unpaved |
| Private Lands | | Tertiary Road - Unpaved |
| State Lands | | Single Track |



United States Department of the Interior
Bureau of Land Management
Arizona State Office

Map created on Aug 14, 2009
Land Status Updated February 20, 2007



CAUTION:
Land ownership data is derived from less accurate data than the 1:24000 scale base map. Therefore, land ownership may not be shown for parcels smaller than 40 acres, and land ownership lines may have plotting errors due to source data.

No warranty is made by the Bureau of Land Management for the use of the data for purposes not intended by the BLM.

Stipulations
Communication Site

1. The lease herein granted shall be subject to all valid rights existing on the date of the original lease grant.
2. All applicable regulations found in 43 Code of Federal Regulations 2800 and regulations to be promulgated by the Secretary of the Interior pursuant to Public Law 94-579.
3. The lease herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Bureau of Land Management's (BLM) authorized officer to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.
4. This lease shall terminate 60 days after expiration or cancellation of the Federal Communications Commission license or Interdepartmental Radio Advisory Committee radio frequency assignment, unless renewal is obtained within this period and a copy of such renewal is furnished to the authorized officer.
5. No less than 6 months prior to termination of the lease, the lessee shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.
6. A bond in the amount of \$33,000 will be required according to 43CFR2805.12(i): Comply with project-specific terms, conditions, and stipulations, including requirements to (1) Restore, re-vegetate, and curtail erosion or conduct any other rehabilitation measure BLM determines necessary, (2) Ensure that activities in connection with the grant comply with air and water quality standards or related facility siting standards contained in applicable Federal or state law or regulations, (3) Control or prevent damage to (i) Scenic, aesthetic, cultural, and environmental values, including fish and wildlife habitat (ii) Public and private property; and (iii) Public health and safety.
7. The lessee will not construct any new roads to the site.
8. Buildings shall not exceed 10 feet in height, including roof.
9. Upon completion of construction, the lessee shall post in black the Bureau serial number assigned to this lease grant at the following locations: the door of the building(s) housing equipment and the tower(s).
10. The lessee shall use a color on the building complex that will blend into the surrounding landscape and thereby reduce the impact upon the visual resources.
11. Only the improvements authorized by the lease are allowed. Any other improvements are not authorized without the lessee requesting and getting approval for an amendment to the lease.

12. No signs or advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
13. All activities directly or indirectly associated with maintenance shall be conducted within the limits of the approved lease. This lease does not allow for any surface disturbing activities outside of the lease area.
14. Should any archaeological resources, historical or paleontological remains, or vertebrate fossils be discovered during implementation of projects or during maintenance, all surface disturbing activities in the area of discovery shall cease. The archaeologist will evaluate the discovery and provide recommendations to the Authorized Officer. Surface disturbing activities shall not resume until permission is obtained from the Authorized Officer.
15. An additional cultural and paleontological resource survey may be required in the event the project location is changed or additional surface disturbing operations are added to the project after the initial survey. Any such survey would have to be completed prior to commencement of operations.
16. If in connection with operations under this authorization, any human remains or funerary objects, sacred objects or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (NAGPRA) (P.L. 101-601; Stat. 3048; 25 U.S.. 3001) are discovered, the lessee shall stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the Authorized Officer of the discovery. The lessee shall continue to protect the immediate area of the discovery until notified by the Authorized Officer that operations may resume.
17. The lessee shall protect all survey monuments found within the lease. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the lessee shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management monuments or references are obliterated during operations, the lessee shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the *Manual of Surveying Instructions for the Survey of the Public Lands in the United States*, latest edition. The lessee shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the lessee shall be responsible for the survey cost.
18. The lessee will ensure that all removal of vegetation and/or disturbance of earth/rock materials are restricted to this lease area. The lessee will ensure that all necessary steps are taken to prevent erosion rising from this use.
19. The lessee shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities.

20. The lessee shall be held responsible if noxious weeds become established within the areas of operations (access road). The lessee shall consult with the Authorized Officer for acceptable weed control methods, which include following EPA and BLM requirements and policies.
21. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides 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, the lessee 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.
22. The lessee shall join the User Association and participate fully in the cost sharing program for access road maintenance and other applicable matters affecting the mutual well-being of communication users on the facility.
23. The lessee shall promptly remove and dispose of all waste caused by his activities. The term "waste" as used herein means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, petroleum products, ashes and equipment. Wastes shall be disposed of in an approved landfill or in a site and manner approved by the authorized officer.
24. The lessee(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the lessee(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the lease area or on facilities authorized under this lease. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
25. The lessee 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 of 1976, 42 U.S.C. 6901, et seq.) on the lease unless the release or threatened release is wholly unrelated to the lessee's activity on the lease. This agreement applies without regard to whether a release is caused by the lessee, its agent, or unrelated third party.
26. The United States will not be held liable for any damage to the communication facility caused by the general public or as a result of fire, wind, or other natural disasters or as a result of silvicultural practices, timber harvesting operations, or other actions stemming from the normal land management activities of the BLM.

27. The lessee may not increase the effective frequency and radiated power as granted in the initial FCC license without first informing the Users' Association, and then requesting an amendment to the lease from the BLM's authorized officer and obtaining the necessary approval.
28. The lessee shall not implement or allow a sublessee to implement any changes in or additions to the authorized operating frequencies, types of emission, band widths, radio frequency power outputs, class of service, types of antenna, or named FCC licensees without providing advance notification to the Users' Association and obtaining the necessary approval from the authorized officer.
29. The lessee shall at all times operate its radio-electronic equipment in such a manner so as not to cause interference with radio-electronic operations of existing users in the vicinity. If such interference results from lessee's operations, lessee will promptly, at its own expense, modify the equipment and operations, or shut down if necessary to eliminate or reduce the interference to the satisfaction of the Federal Communications Commission and/or the authorized officer. If the lessee does not eliminate such interference within 10 days of receipt of notice from the authorized officer, the operations of the sublease causing the interference, as determined by the authorized officer, shall be terminated by the lessee.
30. The lessee agrees not to increase or allow the increase of the effective radiated power above one (1) kilowatt without first requesting an amendment of this communications use lease and obtaining written approval from the authorized officer.
31. The lessee shall not allow the operation of any electronic equipment in the building or on the site unless and until the user has obtained a license from the Federal Communications Commission or the Interdepartmental Radio Advisory Committee.
32. It will be the responsibility of the lessee to ascertain whether existing facilities on the same or adjoining sites will adversely affect the proposed operations. Lessee will accept operations, i.e., frequencies, emissions, power output, radiation fields, antenna arrays, etc., of existing facilities on the same or adjoining sites, provided such operations are consistent with the regulations of the Federal Communication Commission if a non-Federal Government use, and the Standards of the Interdepartmental Radio Advisory Committee, if a Federal Government use.
33. The lessee shall notify the authorized officer prior to commencement of emergency maintenance outside the lease area to discuss repair and construction activities.
34. The lessee and the lessee's tenants and/or customers shall operate within the parameters of the applicable Site Management Plan when approved by the authorized officer.
35. It shall be the responsibility of the lessee to comply with the Bald and Golden Eagle Protection Act (Eagle Act) with respect to "take" of either eagle species. Under the Eagle Act, "take" includes to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest and disturb. "Disturb" means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle; (2) a decrease in its productivity by substantially interfering with normal breeding, feeding, or sheltering; or (3) nest abandonment by substantially interfering with normal breeding, feeding, or sheltering behavior. Avoidance of eagle nest sites, particularly during nesting season, is the primary and

preferred method to avoid a take. If an eagle is sighted during construction, the BLM Lake Havasu Field Office should be notified (928-505-1200).

36. State protected plant species (all cactus, ocotillo and native trees) shall be avoided; if they cannot be avoided they will be salvaged and replanted after construction within the lease boundaries or another location determined by the LHFO Wildlife Biologist. The holder shall report all State protected species destroyed or damaged to the LHFO Wildlife Biologist.
37. Participants will be prohibited from approaching bighorn sheep on foot or by vehicle. Site visits to water tanks, wildlife catchments, or any other wildlife related facility are prohibited.

GUIDELINES FOR HANDLING SONORAN DESERT TORTOISES
ENCOUNTERED ON DEVELOPMENT PROJECTS

Arizona Game and Fish Department

Revised October 23, 2007

The Arizona Game and Fish Department (Department) has developed the following guidelines to reduce potential impacts to desert tortoises, and to promote the continued existence of tortoises throughout the state. These guidelines apply to short-term and/or small-scale projects, depending on the number of affected tortoises and specific type of project.

The Sonoran population of desert tortoises occurs south and east of the Colorado River. Tortoises encountered in the open should be moved out of harm's way to adjacent appropriate habitat. If an occupied burrow is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest appropriate alternate burrow or other appropriate shelter, as determined by a qualified biologist.

Tortoises should be moved less than 48 hours in advance of the habitat disturbance so they do not return to the area in the interim. Tortoises should be moved quickly, kept in an upright position parallel to the ground at all times, and placed in the shade. Separate disposable gloves should be worn for each tortoise handled to avoid potential transfer of disease between tortoises. Tortoises must not be moved if the ambient air temperature exceeds 40° Celsius (105° Fahrenheit) unless an alternate burrow is available or the tortoise is in imminent danger.

A tortoise may be moved up to one-half mile, but no further than necessary from its original location. If a release site, or alternate burrow, is unavailable within this distance, and ambient air temperature exceeds 40° Celsius (105° Fahrenheit), the Department should be contacted to place the tortoise into a Department-regulated desert tortoise adoption program. Tortoises salvaged from projects which result in substantial permanent habitat loss (e.g. housing and highway projects), or those requiring removal during long-term (longer than one week) construction projects, will also be placed in desert tortoise adoption programs. Managers of projects likely to affect desert tortoises should obtain a scientific collecting permit from the Department to facilitate temporary possession of tortoises. Likewise, if large numbers of tortoises (>5) are expected to be displaced by a project, the project manager should contact the Department for guidance and/or assistance.

Please keep in mind the following points:

These guidelines do not apply to the Mojave population of desert tortoises (north and west of the Colorado River). Mojave Desert tortoises are specifically protected under the Endangered Species Act, as administered by the U.S. Fish and Wildlife Service.

These guidelines are subject to revision at the discretion of the Department. We recommend that the Department be contacted during the planning stages of any project that may affect desert tortoises.