

## **CANYON MOUNTAIN COMMUNICATION SITE PLAN**

I.	<u>Introduction</u> .....	1
II.	<u>Authority and Authorized Officer</u> .....	1
III.	<u>Canyon Mountain Communications Site Management Plan (CMCSP) Objectives</u> .....	2
IV.	<u>Canyon Mountain Communication Site (CMCS) History and Existing Situation</u> .....	2
V.	<u>Direction and Criteria for Future Development and Management</u> .....	4
VI.	<u>Design and Construction Parameters</u> .....	6
VII.	<u>Compliance Procedures</u> .....	11
VIII.	<u>CMCSP Update</u> .....	11
IX.	<u>Appendices</u>	
	Appendix 1 - CMCS Standards	
	Appendix 2 - Communications Use Lease / Form 2800-18	





The BLM acquired the navigation tower and erected a communication shelter which is subleased to ten (10) users. The BLM facility, either the shelter or tower or both, is utilized by two-way radio, paging services, FM radio and television translators, wireless data transmission, and cellular telephone companies. The BLM shelter is not secure and is near full capacity. The BLM tower is adequate to support additional small users. Other CMCS developments include the following:

1. A 90-foot tower and shelter owned and operated by Douglas County: Use of this facility is limited to government agencies. No subleasing rights for non-government users have been approved.
2. A 150-foot tower and shelter owned and operated by U.S. Cellular: Ramcell collocated on the tower and located a shelter within the perimeter of the U.S. Cellular right-of-way. Tower space on this facility may be subleased with the permission of the BLM.
3. Citizens Telecommunication maintains a shelter and subleases space to other users: The top of a guyed twenty four(24)-foot high power pole serves as an antenna support structure. Other transmission and reception facilities are mounted on the building.
4. Three Cities Television Club has several TV and FM radio facilities mounted on a 40-foot high guyed tower: Each user was issued a BLM authorization to locate communication equipment on the tower. The receivers and transmitters are located in metal boxes mounted on the tower. The tower is near maximum capacity.
5. California Oregon Broadcasting has a forty(40)-foot tower supported by guy poles:
6. Southern Oregon State College has a single-use facility with a buried vault to house the electronic equipment next to the California Oregon Broadcasting tower:
7. SpectraSite Communication, Inc. has located one (1) one hundred(100)-foot high mobile “crank up” tower on a log landing located east of the developed communication site: This facility provides temporary service for two (2) wireless telephone systems, including Western Oregon Wireless, a Sprint affiliate, and Nextel West Corporation. This temporary facility was authorized pending development of the CMCS. This facility is located outside of the CMCS boundaries discussed below.

A CMCS file was compiled in preparation of this CMCS. This file is maintained by the South River Field Office Realty Specialist. The file contains information regarding the current users holding BLM authorizations, the environmental assessment, and a report prepared to determine the level of exposure to radio frequency electro-magnetic fields (EMF). The current user information includes: copies of the grants of rights-of-way, FCC licenses, Technical Data Reports for each user, and a contour map of the CMCS in one (1)-foot elevation increments.



4. Existing CMCS users, holding valid BLM authorizations, shall be provided an opportunity to review and comment upon any application for new communication use of CMCS prior to final action by BLM.
5. Applications for new communications facilities shall be rejected, when the available evidence indicates that there would be significant irremediable interference that is harmful to other users of the CMCS. The mere possibility that interference may occur is not sufficient grounds to deny an application.
6. Right-of-way holders on the CMCS shall be encouraged to form CMCSUA, to make recommendations to BLM, negotiate interference problems, and resolve day-to-day operations problems. The CMCSUA shall report its recommendations to the Authorized Officer. Disputes between users that cannot be resolved by the CMCSUA, shall be settled or arbitrated by the Authorized Officer. The CMCS administration would be conducted by the BLM in consultation with the CMCSUA.
7. Interference complaints received from CMCS users shall not be considered if their facilities do not meet the minimum CMCS standards established by the CMCSU. It is the responsibility of each user to mitigate the interference generated by their equipment.
8. Maximization of the number of users per building/tower and minimization of the number of buildings, antennas, and towers shall be required to the extent possible.
9. A Communications Use Lease with subleasing rights shall be encouraged to accommodate future expansion of the CMCS. Facilities authorized shall be capable of accommodating multiple users. Whenever technically compatible, new CMCS users will be required to locate in existing facilities.
10. Whenever existing multiple-user facilities are full, additional multiple-user facilities shall be considered within the context of this CMCSU. Applications for new facilities shall include proposed engineering and construction diagrams for review showing the dimension and location to scale of all proposed facilities, above ground features of the facility, access to the facility, and underground conduits and cables for power and control. As-built engineering and construction drawings shall be submitted to BLM, following the completion of the construction of a new facility.
11. Whenever the Authorized Officer determines that competitive interest is likely to exist, leases with subleasing rights shall be granted utilizing competitive procedures.













## Appendix 1

### *Canyon Mountain Communication Site (CMCS) Technical Standards*

December 22, 2000

Prepared for BLM  
by  
Engineering Design Corporation

Filename: D:\Appendix 1.wpd







Other methods and procedures based on sound engineering practices may also be used to evaluate compliance. This documentation is required, when existing facilities are modified, and for new users.

b) Holders of BLM authorizations that subleases to other users shall ensure that overall, their facility is in compliance with the FCC requirements. All significant contributors to the ambient RF environment at the facility shall be considered including those otherwise excluded from performing routine RF evaluations.

c) Applicants seeking new authorization from BLM shall submit a statement or certification confirming compliance with the limits for human exposure, unless the facility, operation, or transmitter is categorically excluded by the FCC from routine evaluation. Those applicants categorically excluded shall submit to BLM in advance, technical information showing the basis for their compliance with the MPE limits.

d) CMCS users, holding BLM right-of-way grants or leases that are not categorically excluded by the FCC from routine evaluation, are required to submit documentation to the BLM demonstrating their facilities comply with the FCC specific MPE guidelines for human exposure to RF radiation.

End of CMCS Technical Standards

*Appendix 2*

*Communication Use Lease  
Form 2800 - 18*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
COMMUNICATIONS USE LEASE

Issuing Office

Serial Number

\_\_\_\_\_ of \_\_\_\_\_  
(Lessee Name) (Billing Address - 1)

\_\_\_\_\_ (Billing Address -2) \_\_\_\_\_ (City) \_\_\_\_\_ (ST) \_\_\_\_\_ (Zip)  
Code)

THIS LEASE, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the UNITED STATES OF AMERICA, acting through the Bureau of Land Management, Department of the Interior (hereinafter called the "United States" or "Bureau of Land Management"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1701, et seq.), and \_\_\_\_\_, its agents, successors, and assigns (hereinafter called the "Lessee").

The United States and the Lessee are jointly referred to herein as the "Parties. As used herein, the "Authorized Officer" refers to the Bureau of Land Management official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Area Manager or District Manager for the public lands wherein the following described lands are located. The United States, for and in consideration of the terms and conditions contained herein and the payment to the United States of a rental in advance by the Lessee, does hereby grant to the Lessee a lease for the following described lands in the County of \_\_\_\_\_, State of \_\_\_\_\_; \_\_\_\_\_, (hereinafter called the "Property").

(Legal Description)

The Lessee accepts this lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a communications facility.

The location of the property is known generally on the site plan dated \_\_\_\_\_ for the \_\_\_\_\_ Communications Site which is attached and made part hereof as Exhibit A.

The dated and initialed exhibit(s), attached hereto, are incorporated into and made a part of this instrument as fully and effectively as if they were set forth herein in their entirety.

The parties agree that this lease is made subject to the following terms and conditions.

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease will terminate at one minute after midnight on \_\_\_\_\_. Termination at the end of the lease term occurs by operation of law and does not require any additional notice or documentation by the Authorized Officer. This lease is not renewable; but the Lessee has the right to request a new lease pursuant to paragraph "C" below.

B. The Lessee will undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit \_\_\_\_\_, operation will commence on \_\_\_\_\_ (Date)

This lease will terminate if operation does not commence by that date, unless the parties agree in writing, in advance, to an extension of the commencement date.

C. If the Lessee desires a new lease upon termination of this lease, the Lessee must notify the Authorized Officer accordingly, in writing. The notice must be received by the Authorized Officer at least one year prior to the end of the lease term. The Authorized Officer will determine if the use should continue and, if it is to continue, if a new lease should be issued to the Lessee and under what conditions. The Authorized Officer will require payment of any amounts owed the United States under any Bureau of Land Management authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer. Renting of space does not constitute an assignment under this clause.

II. RENTAL

A. The Lessee must pay in advance an annual rental determined by the Authorized Officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the Authorized Officer to reflect changes in fair market value, annual adjustments using the Consumer Price Index-Urban (CPI-U), changes in tenant occupancy, or phase-in of rental, if applicable.

B. After the initial rental period rental payments are due at the close of the first business day after January 1 of each

calendar year for which a payment is due. Payments due the United States for this use must be deposited at \_\_\_\_\_ in the form of a check or money order payable to Bureau of Land Management, DOI. Credit card payments (VISA and Mastercard) can be made in person, through the mail, or by telephone. This lease will terminate automatically if accrued rent is not received by the Bureau of Land Management within 90 calendar days after the initial due date for the payment of such rent.

C. Pursuant to the Federal Claims Collection Act of 1966, as amended, et seq, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102.31, U.S.C. 3717, an interest charge will be assessed on any amount due but not received by the due date. Interest will accrue from the date the payment was due. Administrative costs will also be assessed in the event that two or more billing notices are required for unpaid accounts. In addition, an administrative penalty at a percentage rate prescribed by law or regulation will be assessed for failure to pay any portion of the debt that is more than 90 days past due. This paragraph survives the termination of this lease, regardless of cause.

Other late fee charges may be assessed in accordance with standard BLM accounting procedures and policy.

D. Disputed rentals are due and payable on or before the due date.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and may charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee must impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15th of each year, the Lessee must provide the Authorized Officer a certified statement, listing all tenants and customers, by category of use, located within the facility on September 30th of that year.

B. All development, operation and maintenance of the authorized facility, improvements, and equipment



Authorized Officer may, on reasonable notice, cure the breach for the account at the expense of the Lessee. If the Bureau of Land Management at any time pays any sum of money or does any act which requires payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages will, at the election of the Bureau of Land Management, be deemed to be additional rental hereunder and will be due from the Lessee to the Bureau of Land Management on the first day of the month following such election.

## V. OTHER PROVISIONS

- A. **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.
- B. **Termination and Suspension.**
1. **General.** For purposes of this lease, termination and suspension refer to the cessation of uses and privileges under the lease.  
"Termination" refers to an action by the Authorized Officer to end the lease because of noncompliance with any of the prescribed terms, abandonment, or for reasons in the public interest. Termination also occurs when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Termination ends the Lessee's right to use the public land for communication purposes.  
"Suspension" is a temporary action and the privileges may be restored upon the occurrence of prescribed actions or conditions.
  2. 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.
  3. Except in emergencies, or in case of nonuse, the Authorized Officer will give the Lessee written notice of the grounds for termination or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After the prescribed period, the Bureau of Land Management is entitled to such remedies as are provided herein.
  4. 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.
- C. **Restoration**
1. 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.
  2. In the event this lease is terminated 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

