

CANYON MOUNTAIN COMMUNICATION SITE PLAN

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I. Introduction

The Canyon Mountain Communication Site, hereinafter called CMCS, located on the top of Canyon Mountain, near the city of Canyonville in Douglas County, Oregon. CMSC is situated approximately one (1) mile west of the Interstate Highway 5 (I-5) corridor, in Section 3, Lot 6 and 8, of T. 31 S., R. 5 W., Willamette Meridian, Oregon. Access to the CMCS is via Bureau of Land Management (BLM) road number 30-5-31.0. The BLM controls the use of the road except for a portion owned by a private landowner. This gated road provides access to the intermingled private and public forest lands and to the CMCS. The gate is presently unlocked. If the gate is found locked, the current or prospective site users may obtain a key at the Roseburg District Office.

The BLM has designated in the Roseburg District *Record of Decision and Resource Management Plan* hereinafter called ROD/RMP, an area on Canyon Mountain as the CMCS. The CMCS is located on Oregon and California Revested Grant Lands administered by the Roseburg District. The ROD/RMP directs that a full development of the existing communication sites including the CMCS, shall¹ be accomplished with compatible electronic uses prior to developing new communication sites. The CMCS has a limited space for the future growth, but due to the road access, geographic prominence, and availability of a 2400-volt electrical service the CMCS is a preferred communication site location.

Several communication companies are studying the CMCS for potential equipment siting. In response to this public demand to further develop the CMCS, the BLM awarded a contract to develop a comprehensive Canyon Mountain Communications Site Management Plan, hereinafter called CMCSM, to Engineering Design Corporation (EDC), Beaverton, Oregon. The ROD/RMP has identified the following applicable allocations for resource management on and adjacent to the CMCS:

1. Visual Resource Management Class II (VRM II). VRM Class II designation may constrain some uses with respect to visual criteria.
2. General Forest Management Area (GFMA). The GFMA provides for intensive forest management.

II. Authority and Authorized Officer

In addition to the ROD/RMP allocating land for rights-of-ways and communication purposes, a Presidential Memorandum was published in the Federal Register (Vol. 60, No. 156, on Monday, August 14, 1995), which provides for "Facilitating Access to Federal Property for the Siting of Mobile Services Antennas." BLM Manual, Section 2860.11 directs the development of site management plans for sites which can accommodate numerous communication users.

¹shall as used in this document is mandatory

The Field Manager of the South River Field Office, hereinafter called as Authorized Officer, has the delegated authority to implement the plan. Administration of the CMCS will be accomplished according to all present and future policies, rules and regulations governing the use of the CMCS, its facilities and the public land on which the CMCS is located.

III. CMCSP Objectives

The objectives of the CMCSP are to provide for the development of the CMCS in an orderly manner to:

1. Maximize land use and technological efficiencies in order to reduce the overall physical development of the CMCS.
2. Minimize conflict between the existing communication uses and future communication development opportunities.
3. Minimize conflict between the CMCS development and other resource values or site uses.
4. Protect the interest of the CMCS users in preserving a safe and compatible environment for all CMCS users.
5. Allow for future development to meet anticipated public demand for communication facilities.
6. Reduce the administrative burden for management of the CMCS by BLM.
7. Establish technical standards by which all CMCS users will operate.
8. Identify areas that are suitable for development within the site boundaries identified under the CMCSP.
9. Encourage the CMCS users to establish a Canyon Mountain Communication Site Users Association, hereinafter called (CMCSUA) to provide coordination, information sharing, and consistent site management.

IV. CMCS History and Existing Situation

CMCS was first developed as an air navigation tower with commercial power. The CMCS now provides entertainment, business communications, public service, and cellular communications links to the I-5 corridor and the local communities. The site is occupied by low power users, which include two-way radios, paging systems, television and FM radio translators, cellular telecommunications, wireless data transmission, and government communication systems. The CMCS administration is by the BLM.

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.

Site measurements for the EMF report were conducted on September 17, 1999. The report concludes the following: “All areas of the CMCS show EMF values well below the recommended safety limits. The antennas have been placed so as to minimize [human exposure] signal in accessible areas. None of the normal operational changes, which might occur in user’s equipment, such as increases in transmitter power or call volume of mobile systems, or substitution of a different antenna model, are likely to affect these results significantly.”

The adopted CMCS boundary map identifies existing facilities, except for the temporary SpectraSite Communication facilities noted above. The map also identifies areas that are currently considered unavailable for development due to the presence of Survey and Manage species. If the status and management recommendations of these species changes, the “No Development Area” shown on the map may be considered for development.

BLM currently has one (1) application on file to locate a communication facility on the CMCS. SpectraSite Communications has proposed construction of a multiple user facility at the eastern end of the site boundary to replace the existing temporary facility. This facility would be capable of accommodating four (4) cellular systems and a number of smaller communication systems. The tower would not exceed one hundred ninety nine (199) feet in height. The proposed location is within the “No Development Area” identified on the CMCS map, so alternative siting must be considered.

V. Direction and Criteria for Future Development and Management

At full plan implementation the CMCS will accommodate a maximum of five (5) towers within the CMCS boundaries shown on the CMCS map. The five (5) towers will consist of two (2) towers not to exceed ninety (90) feet in height, and three (3) towers not to exceed one hundred ninety nine (199) feet in height. The following criteria shall provide guidance for future development and management of the CMCS, land use, and user selection decisions:

1. CMCS will continue to be developed and managed for low-power users having Effective Radiated Power of one thousand (1000) watts or less. Such uses include two-way radio services, radio and television translators, cellular telephone facilities, and wireless data transmission uses.
2. New CMCS use applicants may be required to furnish an intermodulation study or other data pertaining to the effect of the proposed facility on the existing CMCS users, and the environmental impact to the CMCS.
3. The Authorized Officer may require future applicants to provide a surety bond or other security to guarantee resolution of any interference problems created by the new user. Resolution may include the relocation of present CMCS users, at the new user’s expense, where interference problems cannot otherwise be resolved, and where consistent with the CMCS.

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.

12. Requests for single-user or limited occupancy facilities shall be discouraged. A single-user grant shall be approved only after the applicant successfully demonstrates that either it is not possible to locate within an existing multiple-user facility, or it is cost prohibitive, or technically not feasible to construct a new facility capable of housing multiple-users, and that the request is consistent with the provisions of the final CMCS.
13. Structures shall be located to take advantage of vegetative and topographic screening, to reduce visual impacts, while providing maximum service area for telecommunications and minimizing communications interference to other CMCS users.
14. The use of gasoline, diesel, and similar types of fuels-driven emergency power generating power equipment shall not be allowed. The use of propane-fueled generators shall be allowed.
15. All users shall be required to comply with the CMCS Standards identified in Appendix 1.
16. Access:
 - a. The BLM will pursue the acquisition of legal access to the CMCS. The BLM owns or controls the access road except one segment located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 4, T. 31 S., R. 5 W., Willamette Meridian, Oregon. Until such legal access is acquired, CMCS users shall arrange for the use of the privately controlled section of road with the landowner.
 - b. The BLM will not assume responsibility for maintaining the access road solely for the CMCS access purposes.
 - c. A security gate to control access to the CMCS, for CMCS facilities security and safety will be constructed and maintained. The Authorized Officer will approve the location and design of the gate prior to installation.

VI. Design and Construction Parameters

The following design and construction parameters shall provide direction for the physical design and development of new communication facilities or expansion of existing facilities on the CMCS. Detailed requirements for each specific facility to be approved shall be established through lease stipulations based on these Design and Construction Parameters. Additional requirements may be developed for specific proposed facilities.

1. General

- a. The Authorized Officer shall approve the design and location prior to construction of all new facilities.
- b. All facilities shall be designed, constructed, and landscaped to compliment the natural site features and minimize visual impacts. Architectural design shall include low profile buildings.
- c. Applicants for use of the CMCS shall provide adequate information so that the visual compatibility of the proposed facilities, landscaping, and vegetative changes can be examined while processing the application.
- d. Facilities shall be designed for future expansion including additions to the building, and antenna supports, as may be required for the original applicant or future sublease.
- e. Facilities unrelated to communication use shall not be allowed on the CMCS.
- f. The Authorized Officer shall review and approve fencing material prior to construction. Metal fencing shall be vinyl clad and grounded in accordance with the latest National Electrical Code (NEC) for electrical safety. Fencing color shall be medium gray or colored to match the proposed building and surrounding environment.
- g. Electrical Hazard warning signs shall be installed on each facility in compliance with all applicable codes and OSHA standards.
- h. Communications facilities shall be regularly serviced to maintain cleanliness and prevent deterioration of function and appearance.
- i. The most recent Uniform Building Code (UBC) shall be used in the design and construction of new facilities or expansion of existing buildings or structures to protect against fire, wind, snow, landslide, or earthquake based on the available data for the region.

2. Facilities

- a. Communication facilities shall be designed to allow different communication applications and subleasing possibilities.
- b. Exterior walls of buildings shall be constructed of exposed aggregate concrete, or painted or stained with a mute earth tone color approved by the Authorized Officer.

- c. New buildings shall be restricted to twelve (12) feet in height and a shape approved by the Authorized Officer.

3. Structures Supporting Antennas and Microwave Dishes

- a. Support structures for microwave equipment and antennas shall be designed by a Professional Structural Engineer experienced in the design of similar structures, and certified by the State of Oregon. Structures shall be designed to conform to good engineering practice, supported by structural calculations for wind and snow loading and earthquake requirements, stamped by the professional engineer, and constructed to accommodate all future anticipated uses. Tower design shall include any necessary fall protection systems.
- b. Support structures shall be self-supporting, grouped together in one area, and tied in with the CMCS features and terrain. Structures higher than two hundred (200) feet are not authorized under the CMCS and will require a separate environmental assessment of consequences, and an affirming decision by the Authorized Officer. Tall support structures shall require FAA lights and markings for aviation safety. Structures will only be lit with the minimum lighting required by the FAA, or the Oregon Department of Transportation, Aeronautics Division, for aviation safety. No other tower lighting is permissible.
- c. Guyed antennas are not authorized under the CMCS and will require a separate environmental assessment of consequences, and an affirming decision by the Authorized Officer, whenever a self-supporting structure is technically not feasible. Guyed towers shall be replaced by self supporting structures or removed as rights-of-ways under which they were authorized are due for renewal.
- d. Structural materials shall be fabricated by an experienced tower manufacturer and installed in accordance with the manufacturer's installation instructions and standards for microwave and antenna equipment structures.
- e. In order to minimize the overall height and mass of the antenna support structure, combining electronic features is required where technically feasible.

4. Facilities Electrical Design Requirements

- a. Electrical facilities, equipment design and installation shall conform to State, Local, and National Electrical Code (NEC) and standards. Design shall be performed by an electrical engineer certified by the State of Oregon. Installation shall be accomplished by a licensed electrical contractor, who shall be bonded, and shall obtain permit from the State or County Electrical Inspector prior to electrical installation.

- b. An effective lightning ground system shall be installed in accordance with the “Cone of Protection” theory and latest NEC requirements to protect the structures for the maximum lightning protection. Equipment grounding systems for all electrical equipment, electronic cabinets, and convenience receptacles shall be installed in accordance to latest NEC requirements to protect life and equipment from accidental short circuit and lightning faults. All convenience receptacles shall be three-conductor grounding receptacle types. Equipment bonding and grounding shall be in accordance to NEC requirements.

5. Construction Requirements

- a. Licensed general contractors and subcontractors shall be utilized during facility construction and site development, and shall be fully insured, bonded, and comply with all local, state, and federal rules and regulations including OSHA standards and guidelines.
- b. The general Contractor or licensee shall obtain a notification of operations permit from the Oregon Department of Forestry in compliance with fire prevention measures and operation of equipment.
- c. Brush removed prior to construction shall be piled and burned at the construction site and the ashes shall be used in grading of the construction site.
- d. Excavated materials shall be used to build up the construction site to a level condition in a manner to promote the land stability, prevent erosion, and provide slopes with the natural contours of the CMCS.
- e. Contractors and operator of the facility shall prevent all types of pollution and shall remove any construction debris on a daily basis. Storage containers for chemicals or petroleum are not allowed at the CMCS.
- f. At the completion of construction, the contractor shall leave the project site in a groomed condition, free of potentially hazardous conditions or debris. No construction debris will be burned on the CMCS.

6. Protection of Botanical, Wildlife, and Visual Resources

- a. Highest priority shall be given by the licensee to protect all native wildlife, botanical, and visual resource values of the CMCS.
- b. Equipment shelters shall be constructed of exposed aggregate concrete, or be painted or stained with a mute earth tone color approved by the Authorized Officer.

- c. No surface disturbing activities or removal of vegetation will be allowed without advance written permission from the Authorized Officer.
- d. To control the introduction and spread of noxious weeds, all construction equipment shall be cleaned prior to moving on BLM-managed roads and lands. Construction equipment shall be pressure washed to remove any possible noxious weed seeds, propagules, or plant parts stuck to or trapped on the construction equipment.
- e. Antenna support structures shall be painted and/or lighted in accordance with the FAA rules and guidelines and approved by FAA, and the Oregon Department of Transportation, Aeronautic Division. White, energy-efficient electronic ballast, strobe lights shall be used for tower lighting, unless other types of illumination are mandated by those agencies. No tower lighting in addition to the minimum required by those agencies will be authorized.

7. Facility Operation and Maintenance

- a. During the operations of the communication facility the operator shall keep the CMCS free and clear of all debris and potential hazards.
- b. The equipment shelters and security gates shall be locked at all times.
- c. Only authorized persons shall be allowed to enter the CMCS. Casual visitors to the CMCS shall be required to show authorization from the licensee with an approved badge and accompanied at all times while at the CMCS with an authorized operator of the facility. Each licensee shall proportionally share in the maintenance cost of the access road to the CMCS as directed by the BLM.
- d. Each licensee shall provide the BLM's Authorized Officer with the day and night telephone numbers of licensee's contact person for any notice or instruction or emergency notification.

8. Facility Termination and Restoration

- a. Excepting the sale or transfer of the facility to another licensee, all aboveground equipment, facilities, fencing, underground conduits and cables shall be removed from the CMCS, as directed by the BLM's Authorized Officer, prior to terminating the operating rights-of-way or lease.
- b. The concrete foundations shall be removed and excavated area backfilled with clean material. The facility site shall be returned to its natural condition by replanting with native plants and trees at the locations from where they were removed prior to the construction of the facility or as practicable.

- c. In the vicinity of the grassy bald, the road banks shall be strictly monitored for erosion. The road banks shall be seeded with native grasses of a type found in the surrounding area as directed by the BLM.

VII. Compliance Procedures

1. Existing and new CMCS users holding BLM grants of rights-of-way or leases, will be monitored by the BLM's Authorized Officer. Monitoring will be conducted annually to determine compliance with the terms and conditions of the grant or lease, all applicable rules and regulations, and conformance with the CMCS. A copy of Lease Form 2800-18 is attached as Appendix 2.
2. Those users found to be in noncompliance will be provided with written notice and provided a reasonable time to comply. Failure to correct the noncompliance would result in administrative action to rectify the noncompliance in accordance with the terms and conditions of the authorizing document and applicable regulations.
3. Compliance inspections will be conducted during construction and immediately upon completion of construction. After construction, compliance evaluations of the outside facilities will be conducted randomly on an annual basis. Compliance evaluation of the shelters will be coordinated with the grant or lease holder so a representative may be in attendance.

VIII. CMCS Update

CMCS shall be updated every ten (10) years, or whenever a new facility is planned or unusual problem(s) arise for which the current plan does not provide a clear and convincing solution, the CMCS shall be reviewed by the BLM for a possible update to resolve the concern(s).

Appendix 1

Canyon Mountain Communication Site (CMCS) Technical Standards

December 22, 2000

Prepared for BLM
by
Engineering Design Corporation

Filename: D:\Appendix 1.wpd

Appendix 1
CMCS Technical Standards

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CMCS users shall use following technical specifications, standards, and improvements for existing and new installations to avoid radio interference to other CMCS users, and to limit Maximum Permissible Exposure (MPE) limits for human exposure to radio frequency (RF):

A. Required Minimum Standards:

1. All communications system equipment, including antenna systems and feedline including wires and cables shall be installed and maintained in a good workmanship, neat, clean, and orderly manner for a permanent installation secured firmly in place, electrically and mechanically.
2. Transmission line shall be jacketed heliax type only and shall be secured to transmission tower in accordance to the manufacturer's specifications and installation instructions. Use of unjacketed transmission is not allowed. Insulated tie wraps or insulated clamps shall be used. Wrap lock is not allowed to secure transmission line to the tower.
3. Feedline shall use double shielded, double braided, or heliax coaxial cable. RG-8 cable is not allowed.
4. Radio equipment other than microwave equipment shall be housed on properly grounded metal racks or in cabinets.
5. A copy of current FCC license, name, address, and telephone number of the responsible person for equipment maintenance, receiver frequency, transmit/receive tone frequencies, and transmit power and frequency shall be maintained by each transmitter licensee. Each transmitter shall be identified with a copy of the current FCC license.
6. Antennae shall not be relocated after tests and approved location for mounting. Radios shall be of "Accepted Type" for the approved application.

B. Additional Standards

1. Superconducting and/or adaptive type filters, consisting of low-pass, high-pass, bandpass, and/or band reject (or notch) filters, to discard all unwanted signals, shall be used by a new licensee. Filter design shall be either Butterworth, Tchebysheff (Chebyshev), Cauer, or Bessel type.
2. Transmitters shall have a bandpass cavity to provide following attenuation:
 - a) 30-50 MHz, 20 db attenuation at 500 Khz
 - b) 70-88 MHz, 10 db attenuation at 1 MHz

c) 130-170 MHz, 10 db attenuation at 350 Khz

d) 400-520 MHz, 5 db attenuation at 1 MHz

e) 600-6000 MHz, 5 db attenuation at 250 Khz

3. Isolator shall be installed between the transmitter and cavity filter of the antenna with a minimum of 40 db attenuation in the opposite direction of the transmitter conducting RF energy in one direction.

4. Ring or Wilkinson type hybrid, and/or cavity combiners and duplexers shall be utilized to combine different discrete frequencies from two, or multiple paths onto one path or for more than one user.

5. Insulated guy wires to bond across clevises, brackets, etc. Loose wires or metal objects on towers are not allowed.

6. Connectors of "N" type is preferred against coax connectors with adaptors.

C. Site Cleanup and/or Improvements

1. Improvements: Combine more than one user on a given facility as suggested above. Cost of consolidation of existing users and/or review, and relocation of 2400-volt overhead electrical distribution and service lines in accordance to IEEE standards for electrical overhead distribution lines, to open additional space for new user(s) shall be borne by the proposed new user(s).

2. Compliance with MPE limits:

a) Users of CMCS shall ensure their transmitting facilities, operations or devices, are in compliance with MPE limits for human exposure to RF adopted by the FCC.

These MPE limits are generally based on recommended exposure guidelines published by the National Council on Radiation Protection and Measurements (NCRP), American National Standard Institute (ANSI) Standard C95.1-1992, developed by the Institute of Electrical and Electronics Engineers (IEEE), and adopted by ANSI.

Acceptable methods to determine compliance are outlined in the FCC's Office of Engineering and Technology (OET) Bulletin 65 entitled *Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields*.

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

located on the property must be in accordance with stipulations in the communications site plan approved by the Authorized Officer. If required by the Authorized Officer, all plans for development, layout, construction, or alteration of improvements on the property as well as revisions of such plans, must be prepared by a licensed engineer, architect, and or landscape 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 Officer and appended to the communications site plan.

- C. 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. 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 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.
- D. 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, 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.
- E. 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.
- F. When requested by the Authorized Officer, the Lessee must furnish technical information concerning the equipment located on the property.

IV. LIABILITIES

- A. The Lessee assumes all risk of loss to the authorized improvements.
- B. 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, improvement, or equipment on the property.

- C. 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.
- D. 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.
- E. The Lessee has an affirmative duty to protect from damage the land, property, and interests of the United States.

User notes for optional clause E(1):

- 1. Use clause E(1) in conjunction with clause E in situations in which the Authorized Officer determines that the risk to public lands, resources, or interest is greater than the Lessee's assets or ability to correct.
 - 2. If Lessee is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the Authorized Officer must prepare a risk assessment to determine the United States' potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the Authorized Officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State must procure, as a requirement to be fulfilled before execution of this lease, insurance (see below), and name the United States, together with the State, as an insured on the policy(s), in the amount determined in the risk assessment that exceeds the State's liability limitation.
- E(1). The Lessee must maintain \$ _____ worth of insurance coverage, naming the United States additionally insured on the policy (ies), to partially fund the indemnification obligations of the Lessee for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The Lessee must furnish proof of insurance (such as a surety bond, or certificate of insurance) to the Authorized Officer prior to execution of this lease and verify annually, and in writing, the insurance obligation to the Authorized Officer. The Authorized Officer may allow the Lessee to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the Authorized Officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.
- F. In the event of any breach of the lease by the Lessee, the

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.**
- 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.
 - 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.
 - 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.
 - 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**
- 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.
 - 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

Officer.

- 3. 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.
- D. Members 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.
- E. Reservations. This lease is granted subject to the following reservations by the United States:
 - 1. 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.
 - 2. The right to modify the communications site plan as deemed necessary.
 - 3. The right to enter upon the lease and inspect all facilities to assure compliance with the conditions of this lease.
 - 4. 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.

In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provision thereof, the preceding printed clauses control.

User Note: Additional conditions may be added as an exhibit to address special concerns.

ACCEPTED this ____ day of _____, 20____, I, the undersigned have read, understand and accept the terms and conditions of this lease.

(Lessee)

User Note: If a corporation is the Lessee, the title of the duly authorized official signing on behalf of the corporation should be added to the signature block.

IN WITNESS WHEREOF, the Bureau of Land Management, by its Authorized Officer, has executed this lease on the day and year first written above.

UNITED STATES OF AMERICA

(Signature of Authorized Officer)

(Title of Authorized Officer)

(Printed Name of Authorized Officer)
