

May 2, 2014

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Oregon Public Utility Commission
3930 Fairview Industrial Drive SE
Salem, Oregon 97302-1166

Attn: Filing Center

RE: PacifiCorp Notice of Property Disposition—Communication Site Lease

Pursuant to ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) provides notice of the lease of property necessary or useful in the provision of utility service (Notice). An original and one copy will be provided via overnight delivery.

PacifiCorp is licensed by the U.S. Bureau of Land Management (BLM) own and operate a communications site on Mt. Isabelle, located in Jackson County, Oregon (Site). The Company entered into a Non-Exclusive Communication Site Lease Agreement (Agreement) with the State of Oregon through the Oregon Department of Transportation on behalf of the “State Radio Project.” A copy of the Agreement is included with this Notice as Attachment A.

Often communications sites are located on federal lands and limits are placed on the amount of space available for such uses. The BLM’s management goals for the Site include being able to “systematically develop the site to maximize the number of compatible uses while ensuring safety and protection of resources.” Thus the BLM encourages co-location of communication facilities to minimize the number of towers and buildings on the hilltop. PacifiCorp uses such communications sites for its mobile radio and other essential communication needs. Such communication facilities enable the Company to provide safe and reliable communications to our crews who use it for daily operations and storm outage restoration. PacifiCorp constructed a tower and a building for communications equipment on the Site and is able to lease unused space on the tower and in the building to other entities needing communications sites.

PacifiCorp includes the communication facilities as assets in rate base. PacifiCorp will receive \$185,820 over the course of the five-year initial term. The portion of the lease revenue allocable to Oregon rates is \$50,885.51.

Leasing communications space on Mt. Isabelle to the State of Oregon is in the public interest. The Company is able to earn revenue for allowing the State of Oregon to place equipment in unused space and to share certain maintenance costs. Leasing the facilities does not impede the Company’s ability to provide safe and reliable electric service. PacifiCorp can require the lessee to perform certain compatibility studies prior to installing antennas, and further can terminate the use of any lessee’s equipment that causes interference with PacifiCorp’s facilities until such interference issue is resolved.

Oregon Public Utility Commission
May 2, 2014
Page 2

PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

For informal inquiries, please contact Gary Tawwater, Manager, Regulatory Affairs, at (503) 813-6805.

Sincerely,

A handwritten signature in black ink that reads "R. Bryce Dalley / GWT". The signature is written in a cursive style with a large, sweeping "R" and "D".

R. Bryce Dalley
Vice President, Regulation

Enclosure

NON-EXCLUSIVE COMMUNICATION SITE LEASE AGREEMENT

This Non-Exclusive Communication Site Lease Agreement (this "Lease"), including all Exhibits attached hereto, is entered into by and between PACIFICORP, an Oregon corporation ("Lessor") and THE STATE OF OREGON, acting by and through the Oregon Department of Transportation on behalf of the State Radio Project ("Lessee"), each a Party and together the Parties.

RECITALS

A. Lessor has constructed and owns that telecommunication facility, including a 120' tower, a 10' x 24' equipment shelter, a 10' x 12' generator shelter, one 35 kW generator and one 1000 gallon propane tank and associated ancillary equipment (collectively, the "Facility") at Mt. Isabelle, in Jackson County, Oregon, located in the SE¼ SW¼ of Section 31, Township 37 South, Range 3 West, WM, and more particularly shown on **Exhibit A**.

B. Lessor is the holder of Communication Use Lease #OR067179 through the United States Department of the Interior, Bureau of Land Management (the "BLM Lease"), attached hereto as **Exhibit B**.

C. Lessee desires to use a portion of the Facility for its communication needs and Lessor desires to lease to Lessee a portion of the Facility on the terms and conditions contained herein.

NOW, THEREFORE, for in consideration of the mutual promises and covenants and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lease of Premises. Lessor leases to Lessee and Lessee leases from Lessor, for the Permitted Uses described herein, a portion of the Facility including space in the equipment shelter as well as space on the tower (the "Premises") for the purpose of locating communication equipment and facilities used in connection with Lessee's communication operations ("Lessee's Equipment") in accordance with the terms of this Lease. The Premises are more particularly described and/or depicted on **Exhibit C**.

2. Term.

2.1. Term. The term of this Lease shall be effective upon execution by both Parties (the "Commencement Date") and shall expire on the fifth anniversary of the Commencement Date, unless earlier terminated as provided herein.

2.2. Renewal. Lessee may renew this Lease for three (3) additional terms of five (5) years each (each, a "Renewal Term"). Each renewal term shall commence on the day following expiration of the then effective initial term or Renewal Term. Each Renewal Term must be exercised by written notice to Lessor given not less than one hundred twenty (120) days prior to the expiration of the last expiring term. Extension of the Lease shall be under the terms and conditions contained herein, except that the rent shall be fair market value to be negotiated in good faith by the parties.

2.3. Holdover. If Lessee remains in possession of the Premises after expiration of the term of this Lease, such possession shall be deemed a month-to-month tenancy subject to the terms

of this Lease, except that rent shall be adjusted as provided herein, and either Party may terminate the tenancy upon thirty (30) days' written notice.

3. Rent, Annual Escalations and Generator.

3.1. Rent. Beginning on the Commencement Date, Lessee shall pay Lessor annual rent in the amount of Thirty-five Thousand Dollars (\$35,000.00) as the initial rent payment. The initial rent payment shall be due within thirty (30) days of the Commencement Date. Thereafter, annual rent payments shall be due and payable in advance of each anniversary of the Commencement Date. Such payment shall indicate Lessee's assigned Customer Number 10005641 and be paid to Lessor at the following address:

PacifiCorp
Attn: Central Cashiers
P.O. Box 5504
Portland, Oregon 97228
Customer # 10005641

3.2. Annual Increase. Rent shall increase annually on each anniversary of the Commencement Date by three percent (3%) of the preceding year's rent.

3.3. Holdover Rent. If Lessee retains possession of the Premises after expiration or termination the Lease, the rent shall be increased to one hundred twenty-five percent (125%) of the last rental rate applicable prior to expiration or termination of the Lease, and Lessee shall pay the first twelve months' rent in advance, without prejudice to Lessor's right to terminate the holdover tenancy on thirty days' written notice, in which event Lessor shall refund a pro rata portion of any prepaid rent. If Lessor and Lessee are negotiating in good faith to extend the Lease, there shall be no increase in the rent during the holdover period.

3.4. Generator Fuel, Maintenance and Repairs. The Parties hereto agree that in consideration of Lessor installing a generator at the site for the use of both parties that Lessee agrees to maintain and repair the generator, and keep the same in good order and condition, including supplying generator fuel thereto. In the event Lessee fails to so repair, maintain, or provide fuel, Lessor may provide the same and invoice Lessee for the costs, which invoice Lessee agrees to pay within thirty (30) days of receipt.

4. Annual Reporting of Equipment. The Bureau of Land Management ("BLM") requires communication site holders to annually submit telecommunications facility surveys, including therein certain information regarding site holders' tenants' use and equipment. Lessee shall submit to Lessor any information regarding its use and equipment that Lessor is required to report. Lessee shall submit such information in a timely manner, acknowledging that the turnaround time from receipt of the BLM request to due date for submission may be limited.

5. Use.

5.1. Permitted Uses. Lessee may use the Premises as a communication site for the installation, operation, maintenance, replacement, repair and removal of Lessee's Equipment as set

forth in **Exhibit C**. Said use shall be limited to the transmission and reception of communication signals; any other use or modification shall require Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion.

5.2. Power. There is limited power available at this site and Lessor does not guarantee availability of commercial or emergency power. Lessee's use of commercial and/or emergency power shall be at Lessee's sole risk, and Lessee shall hold harmless Lessor from any damage to Lessee's Equipment or impairment of Lessee's communications as a result of degradation or loss of power. The costs of such power are included in the Rent.

5.3. Compliance with Governmental Requirements. Lessee's use of the Premises shall be lawful and in compliance with all applicable laws, orders, ordinances, and regulations of federal, state, county, and municipal authorities and agencies. Additionally, at no time shall Lessee's use of the Premises cause Lessor to become noncompliant with applicable North American Electric Resource Corporation or Western Electricity Coordinating Council requirements.

5.4. Governmental Approvals. Lessee shall, at its own expense, obtain all authorizations, approvals, permits, licenses, variances, and certificates from governmental authorities having jurisdiction required for the Permitted Uses ("Governmental Approvals"). Lessor agrees to reasonably cooperate with Lessee, at Lessee's sole expense, in obtaining Governmental Approvals.

6. Access. Throughout the term of this Lease, Lessee will have access to the Premises to the same extent that Lessor does under the BLM Lease. Lessor agrees to reasonably provide to Lessee such codes, keys and other instruments necessary for such access at no additional cost to Lessee; however, in the case where another party having authority over such roads charges a key deposit or fee, Lessee shall be responsible to pay such deposit or fee directly to that party.

7. Installation and Interference.

a. Prior to the initial installation of Lessee's Equipment on the Premises, Lessee shall arrange to relocate certain Lessor antennas, at the sole direction of Lessor's representative, Jim Stahl, phone 503-813-6915. Lessee shall not relocate any of Lessor's antennas without Jim Stahl, or his appointed representative, being present.

b. Prior to any subsequent installation of replacement equipment, Lessee shall submit a request to Lessor which shall include sufficient information to allow Lessor to determine that Lessee's Equipment will not interfere with Lessor's equipment at the Facility. Lessee shall not install Lessee's Equipment on the Premises prior to receiving authorization from Lessor. Lessee warrants that its use of the Premises shall not interfere with existing radio frequency user(s) on the Facility.

c. Lessor may require Lessee to perform an intermodulation study at Lessee's expense and provide results of said study to Lessor.

d. Without limiting any other part of this Lease and even if Lessor does not declare Lessee in default, if Lessor reasonably concludes that Lessee's equipment or facilities create interference with the radio or telecommunications capability of any other use of the site, Lessor

may avail itself of self-help by notifying Lessee and then terminating the use of Lessee's Equipment and facilities until such time as the cause of said interference can be identified and mitigated.

e. Lessor shall not grant, after the date of this Lease, a lease, license or any other right to any third party for the use of the Premises, if such use may in any way adversely affect or interfere with the Facility, the operations of Lessee or the rights of Lessee under this Lease. Lessor shall notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Premises.

8. Title and Removal. Lessee's Equipment shall remain the exclusive personal property of Lessee, and shall not be deemed to be fixtures or real property regardless of the manner of attachment to the Premises. Lessee shall have the right to add, modify, or remove Lessee's equipment during the term of the Lease with Lessor's reasonable consent. Upon termination of the Lease, Lessee shall have the right to abandon its equipment and property in place if agreed upon in writing by the Lessor. In the event Lessee abandons its equipment without Lessor's prior agreement, Lessor at Lessor's sole discretion, may remove or dispose, or cause to be removed or disposed, such property at Lessee's cost and expense in any manner without liability; provided, however, that Lessor shall not be deemed to have assumed any obligation to any party holding a security interest in the improvements or other property unless so acknowledged by Lessor in writing, and Lessee shall remain liable to such secured party.

9. Default. The following shall be occurrences of default.

9.1 By Lessee.

a. The non-payment of rent if such rent remains unpaid for more than ten (10) days after receipt of written notice from Lessor of such failure to pay; or

b. Lessee's failure to perform any of its other obligations under this Lease which is not cured within thirty (30) days after written notice of the breach is given to Lessee, or if such failure is not curable within thirty (30) days, if Lessee fails to commence such cure within thirty (30) days or fails thereafter diligently to prosecute such cure to completion

9.2 By Lessor. Lessor's failure to perform any of its obligations under this Lease which is not cured within thirty (30) days after written notice of the breach is given to Lessor, or if such failure is not curable within thirty (30) days, if Lessor fails to commence such cure within thirty (30) days or fails thereafter diligently to prosecute such cure to completion

10. Termination Prior to Expiration.

10.1 By Lessor. Lessor may terminate this Lease as follows:

a. Immediately in the event that Lessee fails to cure a default in the time period pursuant to Section 9.

b. In the event of condemnation of the Premises, as of the date the condemning authority takes possession, or the date of vesting of title in the condemning authority, whichever first occurs, as indicated in section 11 below.

c. In the event the BLM lease is terminated.

d. In the event any public utility commission having jurisdiction fails to approve this Lease.

10.2. By Lessee. Lessee may terminate this Lease as follows:

a. Immediately in the event that Lessor fails to cure a default in the time period pursuant to Section 9.

b. In the event of condemnation of the Premises, as of the date the condemning authority takes possession, or the date of vesting of title in the condemning authority, whichever first occurs, indicated in Section 11 below.

c. Upon forty-five (45) days' prior written notice to Lessor if Lessee is unable to obtain or maintain, after reasonable efforts to do so, any Governmental Approvals necessary for construction, installation, operation and maintenance of Lessee's Equipment.

d. If sufficient funds have not been provided in the legislatively approved budget of Lessee, the Department of Transportation, or Lessee has not received sufficient expenditure authorizations to permit Lessee in the exercise of its reasonable administrative discretion to continue this Lease, Lessee may terminate this Lease with not less than one hundred twenty (120) days' prior written notice to Lessor (or a shorter notice if necessary for Lessee to address a reduction in appropriations or expenditure authorizations) and without further liability to Lessor, except for 1) those obligations which expressly survive the termination or expiration of this Lease, and 2) subject to Lessee's receipt of sufficient appropriations and expenditure authorizations, the payment of a termination fee equal to one year's rent at the then current rental rate. In determining the availability of funds to Lessee, Lessee will use the budget approved by the Oregon State Legislature or acts of the Legislative Emergency Board and expenditure authorizations from the Oregon Department of Administrative Services.

e. If by a specific legislative act, Lessee is abolished or its functions absorbed by or transferred to another government agency or agencies, Lessee may terminate this Lease with not less than one hundred twenty (120) days' prior written notice to Lessor (or a shorter notice if necessary to address a reduction in appropriations or expenditure authorizations) and without further liability to Lessor, except for 1) those obligations which expressly survive the termination or expiration of this Lease, and 2) subject to Lessee's receipt of sufficient appropriations and expenditure authorizations, the payment of a termination fee equal to one year's rent at the then current rental rate.

10.3 Consequences of Termination. In the event of termination of this Lease, any prepaid Rent shall be apportioned based on the termination date and reimbursed by Lessor to Lessee. Termination shall not extinguish any accrued obligations of the Parties.

11. Condemnation and Casualty. If at any time during the term of this Lease or holdover term, all or substantially all (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the continuation of Lessee's use in a commercially reasonable manner) of any portion of the Premises affected by this Lease shall be taken in the exercise of the power of eminent domain by any governmental authority or other person or entity possessing such power, or by deed in lieu of condemnation, then this Lease shall terminate, effective as of the date of possession by the condemning authority or the vesting of title in the condemning authority, whichever first occurs. If such taking is of less than all or substantially all of the Premises, or in the event of any damage to or destruction of the Premises, Lessee shall have the right to terminate this Lease or cause the damaged improvements to be repaired at Lessee's expense. With respect to condemnation, Lessor and Lessee shall each be entitled to pursue their own separate awards.

Upon an event of casualty which destroys all or part of the Facility, Lessor, shall, in its sole discretion, determine whether to reconstruct that portion of the Facility which is destroyed. If Lessor elects not to reconstruct, Lessee may terminate this Lease upon thirty (30) days' written notice.

12. Environmental. Except where prohibited by the BLM, Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of a communications facility. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Lessee shall remove from the Premises all Hazardous Substances used or handled by Lessee on the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by an Environmental Law and shall include, without limitation, petroleum oil and its fractions.

13. Notices. Wherever in this Lease notice is provided or required to be given by one Party to another, such notice will be in writing and transmitted by United States mail, national express carrier (such as UPS or Federal Express) or by personal delivery to the following addresses. Any Party may designate a different address for itself by notice similarly given.

If to Lessor:
PacifiCorp
Property Management
825 NE Multnomah, Suite 1700
Portland, Oregon 97232

If to Lessee:
State of Oregon
State Radio Project
455 Airport Road SE, Bldg. C.
Salem, OR 97301

14. Authority. Each Party covenants and warrants to the other that it has full right, power, and authority to execute this Lease and that, to its knowledge, the execution and performance thereof will not violate any applicable laws, ordinances or covenants, or the provisions of any agreement binding on that Party. Each Party represents that its representative who executes this Lease has been duly authorized to do so by appropriate corporate action.

15. Indemnification. Lessee expressly assumes all risk in connection with its use of the Premises. Subject to the limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, Lessee shall indemnify, protect, and hold harmless Lessor and its directors, officers, employees and agents (hereinafter collectively "PacifiCorp Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the PacifiCorp Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Lessee, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Lessee's obligations under this Lease except to the extent that such claim, demand, loss, cause of action, or costs arises from negligence or willful misconduct by the PacifiCorp Indemnified Parties.

Lessor shall indemnify, protect, and hold harmless the State of Oregon and Lessee and their directors, officers, employees and agents (hereinafter collectively "State Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the State Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Lessor, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Lessor's obligations under this Lease except to the extent that such claim, demand, loss, cause of action, or costs arises from negligence or willful misconduct by the State Indemnified Parties.

16. Responsibility for Loss or Damage. Lessee agrees to be responsible for any damage, including loss or damage to any property of Lessor or any third party liability which may arise from the lease of the Premises to Lessee hereunder, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of Lessee.

Lessor agrees to be responsible for any damage, including loss or damage to any property of Lessee or any third party liability which may arise from the lease of the Premises to Lessee hereunder, to the extent of liability arising out of the negligence of Lessor.

17. Contractors. Lessee shall require its employees, contractors, agents and representatives who will access the Premises pursuant to this Lease to comply with all provisions herein. Lessee shall ensure its contractor(s) who perform work at the Facility on Lessee's behalf will continuously maintain workers' compensation, commercial general liability, and automobile liability insurance in commercially reasonable amounts, covering bodily injury and property damage, so as to protect Lessor from third party claims. Insurance provided by Lessee and its contractor(s) shall insure their employees, agents, contractors, subcontractors, or representatives as needed for the installation, use, operation, maintenance, or replacement of its equipment located on the Premises. Lessee shall ensure its contractors will exercise appropriate professional skill and care and shall comply in all respects with the appropriate Occupational Safety and Health Administration (OSHA) requirements for such work, including but not limited to employing appropriate fall protection standards.

18. Subleasing and Assignment. Lessee may not assign this Lease or sublease the Premises, in whole or in part, without Lessor's consent.

19. Taxes. Lessee shall be responsible for all taxes levied against Lessee's Equipment or other leasehold improvements made by Lessee.
20. No Waiver. No provision of this Lease shall be deemed to be waived by either Party unless the waiver is in writing and signed by the Party against which enforcement is attempted. No custom or practice course of dealing which may develop between the Parties in the administration of the terms of this Lease, or course of performance or failure of either Party to enforce any term, right or condition is to be construed to waive or lessen any Party's right to insist upon strict performance of the terms of this Lease.
21. Severability. In the event that any part of this Lease is found to be illegal, or in violation of public policy, or for any other reason unenforceable, such finding shall in no event invalidate or render unenforceable the other parts of this Lease.
22. Applicable Law. In the event that legal action is required to enforce this Lease, this Lease shall be interpreted and enforced according to the laws of the State of Oregon, without regard to conflicts of law.
23. Attorneys' Fees and Costs. To the extent permitted by law, the prevailing Party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs incurred through any applicable appeal process.
24. Entire Agreement. This Lease shall constitute the entire agreement and understanding of the Parties with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Lease must be in writing and executed by the authorized representatives of both Parties.
25. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns.
26. Interpretation. Each Party hereto acknowledges it has been represented by counsel in connection with the preparation and execution of this Lease and has thoroughly reviewed this Lease with that Party's counsel. The rule of construction that a written agreement is construed against the Party preparing or drafting such agreement shall not be applicable to the interpretation of this Lease.
27. BLM Lease. All terms and conditions of the BLM Lease are incorporated herein. In connection with its use of the Premises, Lessee shall at all times comply with the terms and conditions of the BLM Lease and all communication site directives, instructions, rules and regulations issued by the BLM.
28. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY

TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

29. Tax Certification. The undersigned individual, executing this Lease on behalf of Lessor, hereby certifies and swears under penalty of perjury that he or she is authorized to act on behalf of Lessor, that he or she has knowledge regarding the payment of taxes, and that, to the best of his or her knowledge, Lessor is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

30. Execution in Counterparts; Electronic Transmittal. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may also be transmitted by one party to the other by facsimile or electronic mail.

IN WITNESS WHEREOF, the Parties have executed this Lease in duplicate as of the date last written below.

LESSOR:

PacifiCorp,
an Oregon corporation

By: Doug Butler
Title: Doug Butler, VP Operations, Pacific Power
Date: 3-3-2014

LESSEE:

THE STATE OF OREGON, acting by and through the Oregon Department of Transportation on behalf of the State Radio Project

By: _____
Title: _____
Date: _____

TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

29. Tax Certification. The undersigned individual, executing this Lease on behalf of Lessor, hereby certifies and swears under penalty of perjury that he or she is authorized to act on behalf of Lessor, that he or she has knowledge regarding the payment of taxes, and that, to the best of his or her knowledge, Lessor is not in violation of any Oregon tax laws. For purposes of this certification, "Oregon tax laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

30. Execution in Counterparts; Electronic Transmittal. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may also be transmitted by one party to the other by facsimile or electronic mail.

IN WITNESS WHEREOF, the Parties have executed this Lease in duplicate as of the date last written below.

LESSOR:

PacifiCorp,
an Oregon corporation

By: _____
Title: _____
Date: _____

LESSEE:

THE STATE OF OREGON, acting by and through the Oregon Department of Transportation on behalf of the State Radio Project

By: Paul DePalma
Title: MPB Administrator
Date: 2-27-14

R 2/24/14
Robert L. Reish Date
Wireless Manager

Exhibit A FACILITY

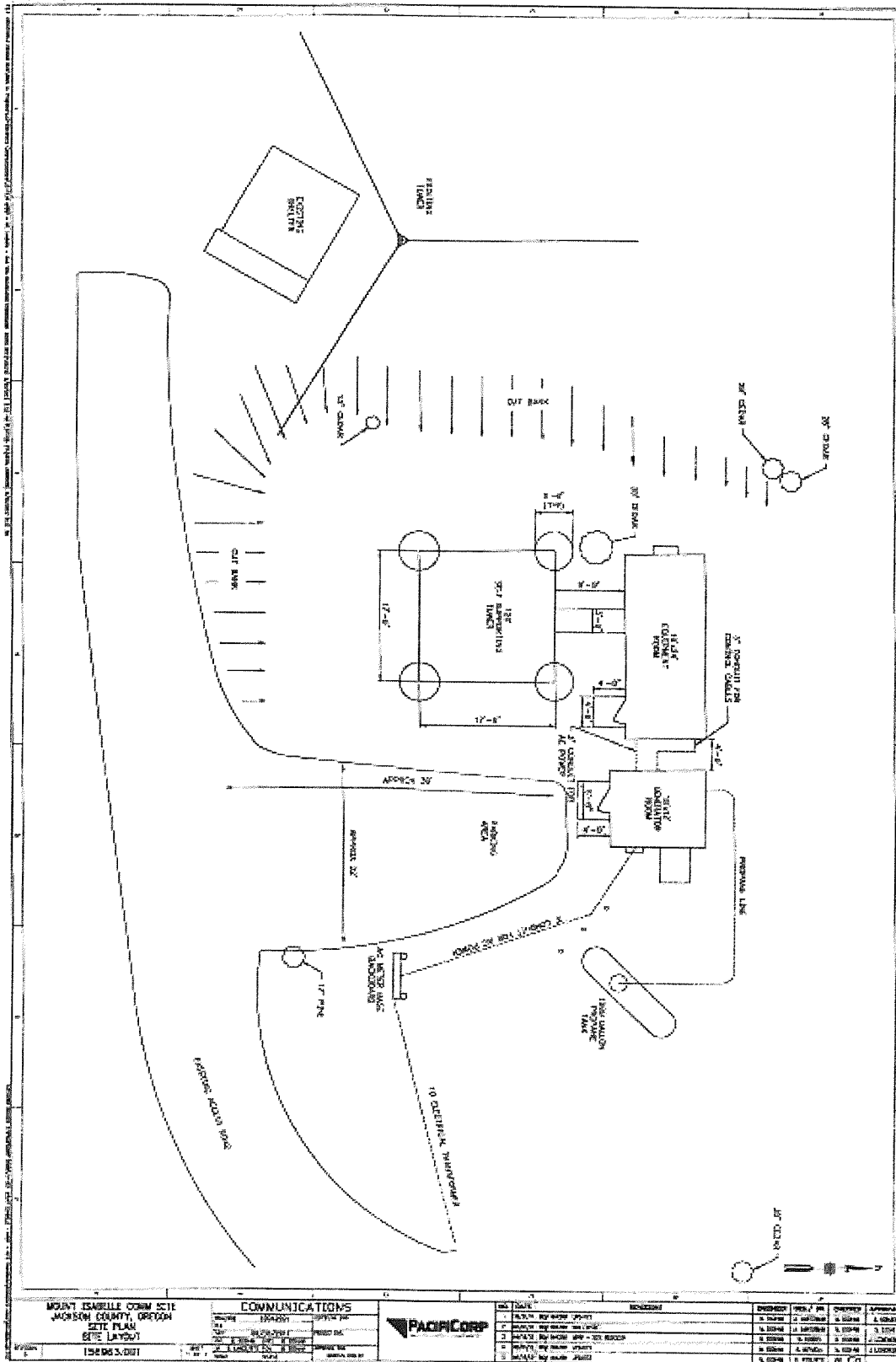


Exhibit B
BLM LEASE

The BLM lease follows on the next 66 pages.

THE UNITED STATES
Department of the Interior
Bureau of Land Management

COMMUNICATIONS USE LEASE

Pacifcorp of 825 NE Multnomah, Suite 700¹⁷⁰⁰
 (Lessee Name) (Billing Address - 1)

 (Billing Address -2)

Portland OR 97232
 (City) (ST) (Zip Code)

THIS LEASE, dated this 15th day of October, 2012, 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, and implementing regulations (90 Stat. 2743; 43 U.S.C. 1701, et seq.; 43 CFR 2800), and Pacifcorp, 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 Field 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 Jackson, State of Oregon: Willamette, T. 37 S., R. 3 W., Sec 31, SE¼SW¼ and BLM Road 38-3W-5
 (Legal Description)

(hereinafter called the "property"). 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 Non-Broadcast communications facility.
 (Type of Communication Use)

The location of the property is shown generally on the site plan dated February 6, 2012 for the Mt. Isabelle Communications Site which is attached and made part hereof as Exhibit A. The facilities specifically authorized under this lease are shown on the plat contained in Exhibit B.

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 December 31, 2041. 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 B, construction will commence on Fall 2012
(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 received at the Bureau of Land Management office as noted on the billing statement 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, 31 U.S.C. 3717, *et seq.*, regulations at 7 CFR Part 3, Subpart B and 4 CFR Part 102, 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 must 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 (if required), and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization must at all times be maintained by the Lessee for each transmitter being operated. The Lessee must provide the Authorized Officer, when requested, with current copies of all licenses for equipment in or on facilities covered by this lease.

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.

F. In the event of any breach of the lease by the Lessee, the Authorized Officer may, on reasonable notice, cure the breach at the expense of the Lessee. If the Bureau of Land Management 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 revoked for noncompliance, the Lessee must remove all structures and improvements within a reasonable period as determined by the Authorized Officer, except those owned by the United States, and must restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

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.

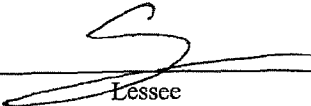
F. Project Design Features

- Restrict construction activities to dry periods. Suspend activities during precipitation events or when precipitation is imminent.
- Where installation crosses channels, as necessary, clean water shall be conveyed around the site and construction related turbid water contained below the site and pumped and discharged so that the water is infiltrated into the soil.
- Where channel disturbance occurs, as determined by the authorized officer in consultation with an aquatic specialist, additional measures may be necessary such as rock armoring, riparian planting, installation of geotextile or other erosion control fabric.
- Minimize all ground and vegetation disturbance and confine it to the existing road prism to the extent practical.
- All disturbed surfaces outside the travelway (road surface), including disturbance within the existing ditch and the cut/fillslope and other areas of loose fill shall be restored to the original configuration and seeded with an approved seed mix and mulched with weed free materials as work progresses. Consider using native mulch such as pine needles.
- Any stockpile areas of loose soil or other materials shall have perimeter control such as straw wattles or silt fence around the down slope perimeter when precipitation is occurring or is imminent.
- Permittee shall be responsible for constructing and maintaining effective drainage (rolling dips, waterbars, etc.) on access road to communication site.
- No equipment used for construction or subsequent maintenance/access shall be permitted off of the existing road prism (top of cutslope to bottom of fill).
- Permittee shall install and maintain signage that access road use is restricted to authorized vehicles only.
- Permittee shall be responsible for maintaining the two existing gates restricting access to the communication site. This includes ensuring that access around the gates is restricted to preclude vehicle use.
- Restrict road use during periods when the road is dry. If plowing becomes necessary, advise the BLM authorized officer who shall coordinate with appropriate specialists regarding the proposal. Ground disturbance during the wet season (Oct. 15 – May 15) shall be avoided. When dry conditions are experienced within the seasonal restriction dates waivers may be granted by the BLM. To request a waiver contact the BLM with a description of the worked planned, length of time needed for the task and the equipment to be used
- In the event flowing water is encountered at any of the project sites, the contractor shall be responsible for obtaining any necessary fill/removal permits from the Division of State Lands and the Army Corps of Engineer, is obligated to follow in-stream work guidelines, and must provide a means of diverting water around the project site(s) when conducting ground disturbing activities which cross actively flowing streams.

- Disturbed fine sediment should be removed from all affected channels and channel adjacent areas, regardless of if they are actively flowing or not, and all stream beds and banks shall be returned to their pre-disturbance shape and substrate composition.
- Disturbed soil in the ditch line should be stabilized from the channel crossing point upgrade to at least the first cross drain(s) to reduce the probability of fine sediment transport from the ditch to aquatic habitats during subsequent precipitation events.

All equipment to be used off system roads shall be washed and inspected by the BLM prior to entering, and immediately after leaving the project area at a site where any mud or debris from the equipment will not contribute to the spread of noxious weeds.

ACCEPTED this 1st day of October, 2012, I, the undersigned have read, understand and accept the terms and conditions of this lease.



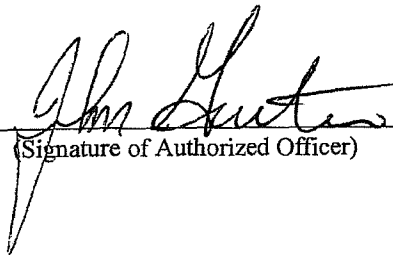
Lessee

Stuart Kelly
Managing Director, Construction
and Support Services for Pacificorp

Managing Director, Construction and Support Services
Title of Authorized Official

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)

Field Manager Ashland Resource Area

(Title of Authorized Officer)

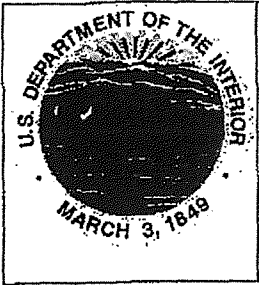
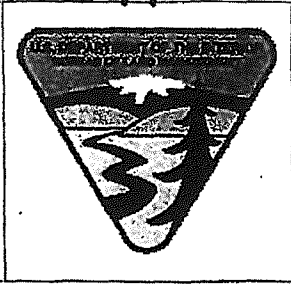
John Gerritsma

(Printed Name of Authorized Officer)

10/15/12

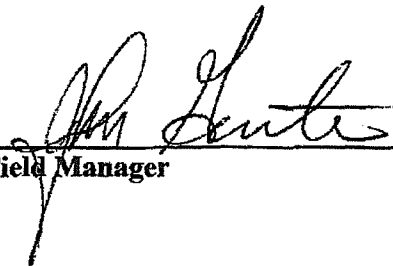
(Date)

EXHIBIT A

	<p>Department of the Interior Bureau of Land Management</p>	
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**MT ISABELLE
COMMUNICATIONS SITE MANAGEMENT
PLAN**

**Prepared by the Bureau of Land Management
Medford District Office, Oregon**

Approved by: 
Field Manager

2-6-12
Date

MT ISABELLE COMMUNICATIONS SITE MANAGEMENT PLAN

I.	INTRODUCTION.....	3
	A. Terms and Definitions	4
	B. Purpose	5
	C. Site Description	6
	D. Area Served	6
	E. Access	6
	F. Site History and Development	6
	G. Goals and Objectives of Site Management Plan	7
II.	AUTHORITY AND DIRECTION.....	8
	A. Authority	8
	B. Relationship to Communications Site Leases/ROW Grants	8
III.	GENERAL RESPONSIBILITIES.....	8
	A. The Bureau of Land Management	8
	B. Facility Owners and Facility Managers	9
	C. FCC and NTIA/TRAC	11
IV.	AUTHORIZED USES AND USERS WITHIN A FACILITY.....	11
	Use by Multiple Users	11
V.	FEES.....	11
VI.	GENERAL OPERATION AND MAINTENANCE DIRECTION.....	12
	A. Unique Resource Considerations at this Communication Site	12
	B. Wiring and Grounding	12
	C. Communications Equipment	13
	D. Cables and Transmission Line (Wave Guides)	16
	E. Radiation	16
	F. Utilities-Availability of and Requirements for:	17
	G. Sanitary Facilities	18
	H. Security and Law Enforcement	18
	I. Site Maintenance	19
	J. Inspections	19
	K. Fire Prevention and Hazard Reduction Requirements	20
	L. Access Maintenance and Restrictions	21
VII.	CONDITIONS FOR CONSTRUCTION, MODIFICATIONS OR EXPANSION.....	21
	A. New Facility Owner Responsibilities	22
	B. Construction Methods and Resource Protection	23
	C. Construction Inspection	24
	D. New or Remodeled/Expanded Buildings	24
	E. New or Remodeled/Expanded Towers	25
VIII.	SITE ASSOCIATION/ADVISORY GROUP.....	26
IX.	APPENDICES.....	26
	A. Location and Site Maps	26
	B. Authorized Facilities	26
	C. Site Photographs	26
	D. Inspection Checklist	26
	APPENDIX A	27
	APPENDIX B	30
	APPENDIX C	31
	APPENDIX D	35

I. INTRODUCTION

Demand for new communication sites continues to be active in the United States including carrier requests to locate cellular facilities on public lands in the western states. This demand is due to **advances in communication technology, strong consumer interest, and a 1983 Federal Communication Commission (FCC) decree** establishing wireless carrier coverage requirements.

Mt Isabelle is an established communication site with characteristics desired by government public safety agencies and related low power, non-broadcast users that will not interfere with the public safety agency senior uses. The communication site overlooks Medford and small surrounding communities. Interstate Highway 5 runs in a generally north/south then wraps to the west through the Rogue River Valley east and north of Mt Isabelle.

This Communication Site Management Plan has been developed to document and evaluate the existing communication site and facilities located on Mt Isabelle. The plan also provides an outline for orderly future development of the site in conformance with the Medford District Office's current land use planning document, the Medford Resource Management Plan (RMP).

Current BLM program guidance for resource management planning specifies that every planning document shall contain determinations relevant to communication sites. The Medford RMP, approved in June of 1995, does not discuss specific details needed for proper management of the communication site. Therefore, in order to supplement the land use planning document, this site management plan has been prepared to address specific issues encountered on Mt Isabelle.

Approved lessees or right-of-way (ROW) holders with facilities currently located on Mt Isabelle are shown in the Users' Table, Appendix B. Additional tenants or customers may be accommodated within the confines of existing authorized communication facilities as long as such additions are in compliance with the terms and conditions of authorized leases or ROW grants and with the supplemental direction contained in this site plan. Requests for new communication site facilities may be authorized at the discretion of the Bureau of Land Management (BLM) Authorized Officer through the issuance of new Communications Use Leases, or in some cases, by the issuance of additional ROW grants.

This site plan will be incorporated into all future new leases issued for the Mt Isabelle Communication Site. This plan will also be included as a part of all existing leases and renewed leases or ROW grants as the terms of those authorizations allow. Provisions of the site plan are enforced through the terms and conditions of the ROW or lease authorization. Each lessee is expected to incorporate mandatory BLM lease and site plan requirements into any subsequent agreements with the lessee's tenants and customers. The lessee is also responsible for enforcement of said requirements involving the lessee's tenants and customers.

A. Terms and Definitions

The terms used in this communications site management plan conform to the definitions listed in the April 22, 2005, Federal Register notice "Rights-of-Way, Principles and Procedures: Rights-of-Way under the Federal Land Policy and Management Act and the Mineral Leasing Act", with further clarification provided in BLM Handbook 2860-1 and the United States Code of Federal Regulations (CFR) 43 CFR 2800. In the event of a conflict, between the plan and these sources, the Federal Register notice and the BLM Handbook will govern.

The words "lease" and "lessee" as used in this plan refer to the relationship between the BLM and the communications use lease lessee, or ROW holder. The words "customer" and "tenant" refer to the relationship between the lessee or holder and the occupants in the lessee's facilities.

LEASE OR ROW – A use authorization issued to a communication Facility Owner or Facility Manager allowing for the use of public land to construct and or operate a communications facility and, unless specifically prohibited, to sublease to occupants in that facility.

LESSEE, LEASE HOLDER, OR ROW HOLDER – A Facility Owner or Facility Manager

CUSTOMER – A facility occupant who is paying a facility manager, facility owner, or tenant for using all or any part of the space in the facility, or for communication services, and is not selling communication services or broadcasting to others.

TENANT – A facility occupant who is paying a facility manager, facility owner, or other entity for occupying and using all or part of a facility. A tenant operates communication equipment in the facility for profit by broadcasting to others or selling communication services.

COMMUNICATIONS SITE – An area of BLM-managed public land designated through the land and resource management planning process as being used or is suitable for communications uses. A communications site may be limited to a single communications facility, but most often encompasses more than one. Each site is identified by name; usually a local prominent landmark, such as Mt Isabelle Communications Site.

FACILITY – The building, tower, and related incidental structures or improvements authorized under the terms of the grant or lease.

FACILITY MANAGER – The holder of a BLM communications use authorization who leases space for other communication users. A facility manager does not own or operate communications equipment in the facility for personal or commercial purposes.

FACILITY OWNER – Individuals, commercial entities, organizations, or agencies, that own a communications facility on Federal land; own and operate their own communications equipment; and hold a communications use authorization. Facility owners may or may not lease space in the facility to other communications users.

NON-BROADCAST – This category includes Commercial Mobile Radio Service (CMRS), Facility Managers, Cellular Telephone, Private Mobile Radio Service (PMRS), Microwave, Local Exchange Network, and Passive Reflector.

BROADCAST – This category includes Television Broadcast, AM and FM Radio Broadcast, Cable Television, Broadcast Translator, Low Power Television, and Low Power FM Radio.

RIGHT-OF-WAY (ROW) – The public land authorized to be used or occupied pursuant to a ROW grant.

RIGHT-OF-WAY GRANT – A use authorization issued pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (43 U.S.C. 1701 *et seq.*), or issued on or before October 21, 1976, pursuant to then existing statutory authority, authorizing the use of a ROW over, upon, under or through public land for construction, operation, maintenance and termination of a project.

HOLDER – Any applicant who has received a ROW grant, lease or temporary use permit.

USERS – All ROW and lease holders, lessees, customers, and tenants that own or operate a facility or communication equipment at the communication site.

SENIOR USE – Any use whose implementation date is prior to the implementation date of the use in question.

RANALLY METRO AREA (RMA) – A series of nine population zone areas, the highest of which is greater than 5 million and the lowest being 25,000 or less. These zones are determined annually and published in the Ranally Metro Area Population Ranking, an independent publication from Rand McNally, and are used in rent determination under guidelines established in 43 CFR 2806.

B. Purpose

This plan will be used by BLM officials administering communications uses at Mt Isabelle, existing lessees, holders, and applicants desiring a lease, grant, or an amendment to an existing lease or ROW grant. The plan will be kept updated by amending pages or sections of the plan rather than issuing a revised edition of the plan. When an administrative revision is necessary (such as the addition of a user), a letter will be sent to the holders from the Medford District Office enclosing a copy of revised pages or sections. The amendments will be consecutively numbered. Other proposed revisions to the plan will be circulated to holders for comment prior to implementation.

This plan supersedes the September 10, 1986 Mt Isabelle Communications Site Management Plan.

Overall management direction for the administration of communications sites is outlined in the CFR and the BLM Handbook and applicable BLM Instructional Memoranda. Specific direction for site management planning on designated communications sites is contained in BLM Handbook 2860-1. Primary regulations and policy pertaining to issuance of ROW authorizations by the BLM are found in Title 43 CFR Sections 2801- 2808 and BLM Handbook 2860-1.

This Site Management Plan provides applicable guidance and adds current policy and technical standards for better management of the Mt Isabelle Communications Site. This plan governs development and management of Mt Isabelle and will be modified in the future as needs and conditions warrant. Any future such uses must be designed, installed, operated, and maintained to be compatible and not interfere with the senior uses as defined in Section A above. This site-specific plan is administrative in nature and is Categorically Excluded from further review under the National Environmental Policy Act (NEPA) in accordance with 516.DM 2, Appendix 1, item 1.10, which states “ – Policies, directives, regulations, and guidelines that are of an administrative, financial, legal, technical, or procedural in nature and whose environmental effects are too broad, speculative, or conjectural to lend themselves to meaningful analysis and will later be subject to the NEPA process, either collectively or case-by-case”. Any additional development of Mt Isabelle will be addressed in a site-specific NEPA document.

C. Site Description

The site is located approximately 12 air miles west of Medford, Oregon. It is on Mt Isabelle, a prominent landmark in the area. The area is managed by the Medford District Office. It is specifically located in the SE¼SW¼ of sec. 31, T. 37 S., R. 3 W., Willamette Meridian, Jackson County, Oregon at approximately 42° 18' 11.18" North Latitude and 123° 06' 16.5" West Longitude. The elevation at the Mt Isabelle Communications Site is approximately 4,495 feet above mean sea level. Site maps are provided as Appendix A.

D. Area Served

This site serves the Medford, Oregon Ranally Metro Area (RMA). The largest population zone served is between 100,000 and 299,999 and the Zone is currently Zone 6. This zone may be adjusted in the future as populations change. This information will be used for rental fee determination.

E. Access

Beginning in Jacksonville, Oregon on Highway 238, travel west and south on Hwy 238 for approximately 5.4 miles to the intersection with the Forest Creek Road, a county road. Travel west on Forest Creek Road for approximately 2 miles staying on the county road as the road forks and then an additional 1.8 miles to the intersection with the Isabelle Mountain Road and turn left. This is a Bureau of Land Management road No. 38-3W-5. The first section crosses private land which Bureau of Land Management has acquired an easement on. The road continues to the site at approximately 3.6 miles from Forest Creek. Travel times is approximately 40 minutes.

F. Site History and Development

There is currently only one facility at Mt Isabelle. On September 18, 1988, the first two-way radio communications facility was granted to Oregon State Police under serial number OROR-040876.

A list of all authorized facilities as of the date of this plan can be found in Appendix B. Any modifications to existing facilities or proposals for new facilities must be approved by the Medford District Office according to the appropriate NEPA process and guidance described in this document.

The site is currently free of interference, receiver sensitivity, and noise. If additional new uses deteriorate the receiving/transmitting operation of the existing uses, the new uses may be required to institute additional studies, equipment upgrades, frequency isolation, or physically separate from the existing uses.

G. Goals and Objectives of Site Management Plan

1. Manage the Mt Isabelle site for low power, non-broadcasting radio uses only. This site is to be used for low power communications uses only. The maximum power output expressed as effective radiated power (ERP) for the Mt Isabelle Communications Site is based on the maximum output allowed for two-way radio under the FCC's rules at Title 47, Code of Federal Regulations, Part 90. As of the 2003 regulation, that is 500 watts ERP. Each use must operate at or below the power level authorized by their respective FCC license as long as it does not exceed the site limitation. This power limitation does not preclude existing and new uses from being designed, operated and maintained to meet other interference, noise floor, receive sensitivity, or RFR standards included in this plan.
2. Manage communication equipment on the Mt Isabelle site to maintain the radio frequency (RF) hazard to be within the Public Standard as defined by the FCC.
3. Systematically develop the site to maximize the number of compatible uses while ensuring safety and protection of resources. Development of new towers or buildings within each of the authorized owner's facilities will be authorized only after their respective tower or building space area is filled to near capacity.
4. Help fulfill the public need for adequate communications sites.
5. Protect the interests of holders, lessees, tenants and customers, by preserving a safe and electronically "clean" environment.
6. Encourage the efficient development and use of space and facilities within the designated site.
7. Achieve visual quality objectives by requiring design standards that are unobtrusive and utilizing earth tone colors and non-reflective surface material and stringent site maintenance requirements.
8. Describe the BLM's policy for maintenance of the road to the Mt Isabelle communications site.
9. Develop new facilities only after the appropriate site-specific NEPA analysis and coordination with current lease or ROW holders and users.

10. Amend this Communications Site Plan as necessary to be consistent with future RMPs. BLM will provide authorization holders with proposed amendments to this plan and will allow a reasonable period of time for the holders to review and comment on the proposed changes.

II. AUTHORITY AND DIRECTION

A. Authority

The authority used by BLM to authorize communications uses on public land (administered by the BLM) is the Federal Land Policy and Management Act of 1976, 90 Stat. 2776 (43 U.S. C. 1761-1771) and is reflected in Title 43, Code of Federal Regulations (CFR), Sections 2801- 2808 and various BLM Washington Office Information Bulletins and Instruction Memoranda.

BLM authority for communications site management planning is contained in BLM Handbook 2801-1, Plan of Development. Direction on and policy for communication use authorizations is contained in BLM Manual Section 2860.

Authority for the issuance of authorizations and/or licenses for the transmission and reception of electronic radiation for communication purposes is granted by Congress and administered by the FCC and/or the National Telecommunication and Information Administration – Interagency Radio Advisory Committee (NTIA/IRAC).

B. Relationship to Communications Site Leases/ROW Grants

This site plan will be incorporated into all leases and ROW grants issued (now and/or in the future) for this communications site and must be used in conjunction with the granting authorization. **PROVISIONS OF THIS SITE PLAN ARE ENFORCED THROUGH THE GRANTING AUTHORIZATION (LEASE OR ROW GRANT).** Each lessee or holder is expected to include the requirements of the authorization and this site plan into any documents, which describe the business relationship between the lessee and their tenants and customers. The lessee or holder is responsible for enforcing those provisions.

III. GENERAL RESPONSIBILITIES

A. The Bureau of Land Management

The BLM retains the responsibility for issuing and amending authorizing instruments to Facility Owners and Facility Managers, only for the areas actually occupied by the authorized improvements. The issuance of a FCC license (authorization), or frequency assignment, does not authorize occupancy of public land. Granting occupancy and use of public land rests exclusively with the BLM. This includes:

1. Approving any new facility(ies) at the site.

2. Approving amendments to existing facilities (i.e., additions to tower, building, support facilities), and approving assignments of leases and ROW grants to qualified buyers of facilities on the site.
3. Approving any modifications to existing facilities including the tower, antenna, equipment or building. Also, approving any changes to the existing FCC licenses, prior to the submission of an application to the FCC.
4. Frequency Management. The BLM is not normally responsible for the resolution of conflicts when the licensees or agencies are operating within the limits of the FCC and NTIA/IRAC authorizations.

B. Facility Owners and Facility Managers

Facility owners and facility managers (or their designated representatives) are responsible for:

1. Complying with their use authorization and all provisions of this site plan.
2. Ensuring that all new facilities, expansions, or improvements are consistent with the Medford District Office land use planning documents; any environmental document(s)/decisions for the site; and, this site plan.
3. Ensuring facilities/equipment not complying with Federal/State/local laws/regulations/ordinances will be removed or modified within one year of the approval of this plan. Any modification needs pre-approval by the BLM.
4. Keeping all facilities within the established limits of their authorized area.
5. Providing the BLM with the name, address and phone number for a local contact person. The Facility Owner and Facility Manager and the contact person may be the same individual. The contact person will be available for emergencies and will have the authority to make decisions about construction issues, facility maintenance and all equipment within the facility.
6. Providing 30-day notice to all facility owners/facility managers at the site, as well as the BLM, of all new frequencies proposed for the site. A completed BLM technical data sheet or equivalent must be sent with the 30-day notice to allow for comment of potential interference. This notification requirement applies to new frequencies for facility owners/facility managers as well as their tenants and customers
7. Adhering to the lease/ROW grant as follows:
 - a. Facility Owners and Facility Managers with Communications Use Leases are authorized to rent building/tower space to tenants and/or customers without prior written approval from the BLM.
 - b. Tenants and/or customers may not construct their own equipment shelter (building, shelter, generator pad, cabinet, etc.) or antenna support structure (tower or mast). The facility owner must own all communication shelters and towers under their lease or grant. [If that is not possible, a separate SF-299 application, cost-recovery fees, analysis, and authorization are required. This will result in the use being a tenant/customer of the

original lease/ROW in addition to being a separate facility for billing purposes. See 43 CFR 2806.37]

- c. Tenants and/or customers using a facility covered by a Facility lease/ROW will not have separate BLM leases/ROWs to authorize their use except in situations where regulations or policy require them.
 - d. Facility Owners and Facility Managers are responsible for complying with the terms and conditions of the facility lease/ROW. Facility Owners/Facility Managers are also responsible for ensuring that their tenants and customers are in compliance with the terms and conditions of the lease/ROW and applicable FCC or NTIA/IRAC license terms and conditions.
 - e. The Facility Owner and Facility Manager may not place any unreasonable restrictions nor any restriction restraining competition or trade practices on tenants and/or customers, or potential tenants and/or customers.
8. Ensuring that all communications facilities and equipment are installed, operated, and maintained according to the Motorola R-56 Standards and Guidelines for Communication Sites. Repairs and modifications to existing facilities/equipment must also meet Motorola R-56 Standards. These standards may be waived by the BLM authorized officer when recommended by a site user association or similar technical committee upon request of a facility owner/manager when equivalent measures would achieve similar results.
 9. Ensuring that all communication equipment meets ANSI, FCC and BLM regulations, guidelines and standards concerning radiation limitations by:
 - a. Monitoring radiation levels at their facility and;
 - b. Immediately correcting any radiation levels that are, or could be a hazard to human health. (FCC 47 CFR sections 1.1307(b), 1.1310 and 2.1093) and FCC OET Bulletin 65, August 1997.
 10. Providing the BLM with a certified copy of all uses and the correct category of uses within the facility, along with the current phone numbers and addresses of all tenants and customers as of September 30th each year. This report is due by October 15th each year.
 11. Keeping the premises around their buildings free of trash and debris.
 12. Placing the BLM lease/ROW serial number on the door of their communications site building, or on a gate if a fenced compound.
 13. Correcting all interference problems. The users are normally responsible for the resolution of conflicts when the licensees or agencies are operating within the limits of the FCC and NTIA/IRAC authorizations.

C. FCC and NTIA/IRAC

The FCC and NTIA/IRAC are responsible for Frequency Management. The FCC and NTIA/IRAC are not normally responsible for the resolution of conflicts when the licensees or agencies are operating within the limits of the authorizations.

IV. AUTHORIZED USES AND USERS WITHIN A FACILITY

Use by Multiple Users

Use of all facilities and improvements by more than one user will be required except where the facility owner is a government agency. Site applicants will take the lead in this area and design their proposals to accommodate multiple uses of facilities and improvements. This includes multiple uses of buildings, towers, back-up generators, grounding systems, fuel containers, access ways and parking areas.

BLM will not authorize new ROWs, ROW expansion, or modification until it is determined that existing authorized space and facilities are being used to capacity. Development or expansion of a ROW solely to preclude potential competitors from locating nearby is unacceptable and will not be authorized by the BLM.

Facility Owners and Facility Managers are not required to lease facility space to others if they can prove to the BLM authorized officer that:

1. Space is not available;
2. The use is incompatible with the existing facilities;
3. Additional space is needed by the facility owner/manager;
4. Additional users would violate system security needs; or,
5. Potential interference is not resolvable.

V. FEES

The BLM will charge Facility Owners and Facility Managers annual rental fees pursuant to federal regulations contained in 43 CFR 2806. The fees are based on two factors- the type of communications use, and the population served by the use. These fees are considered fair market value for the use of public land. The population Zone 6 (between 100,000 and 299,999) will be used for these calculations unless something else is specifically agreed to in writing by the authorizing officer or until populations change.

Fees that Facility Owners and Facility Managers may charge their tenants and customers are to be reasonable (consistent with, and not in excess of, other fees for similar facilities) and commensurate with the uses and occupancy of the facilities and services provided to tenants and customers.

VI. GENERAL OPERATION AND MAINTENANCE DIRECTION

A. Unique Resource Considerations at this Communication Site

There are no currently identified special resource coordination considerations with on-site or adjacent resource values. Should special conditions arise through the revision process of the land use plan or other situations, this site plan will be amended accordingly.

Areas outside the current road prism and existing communication site may contain the habitat of *Fritillaria gentneri*, an endangered listed plant species. Any ground disturbing activity outside of the existing established areas may require plant surveys for two growing seasons and consultation with the Fish and Wildlife Service prior to approval of the proposed activity.

B. Wiring and Grounding

1. All equipment is to be installed within existing buildings and in metal equipment racks or within metal equipment cabinets and in accordance with manufacturers' specifications. All equipment, racks, cabinets and overhead ladder trays are to be grounded and shielded in compliance with National Electrical Code (NEC) and in accordance with accepted industry standards.
2. All electrical wiring and grounding must meet the NEC and applicable State/local codes. All permanent wiring shall be installed in metallic conduit. Surge protection shall be installed between the electric service meter and the first power distribution panel.
3. Lightning protection shall be in accordance with NEC part 810-20 Antenna Discharge Units and Part 810-21 Grounding Conductors. Periodic bonding of the antenna feed lines to the tower (when galvanized steel) shall be made with proper bonding connectors that are stainless steel (preferred), Copperweld, tin plated, or made of brass.
4. Each building is to have its own separate grounding system for all users in that structure. Wherever practical, interconnection of individual grids and/or the simultaneous placement of a large sized copper ground wire with any new grounding systems that are buried on the site will be required.
5. Site or facility grounding must be constructed of copper with #2 AWG or larger wire, Copperweld, or 2" or larger solid copper strap, connected to an adequate site/facility ground electrode system. The site/facility ground electrode system shall be bonded to the power service entrance grounding electrode conductor. Guy wires should also be grounded using manufacturers approved methods to preclude bi-metallic junction and

corrosion. All equipment on the site (buildings, towers, power units, transmitters, receivers, antennas, combiners, telephone systems, power cabinets, HVAC units, etc) must be connected to the site/facility ground by direct connection. Electrical system ground wiring is required for electrical ground fault protection and circuit breaker coordination. The grounding systems shall comply with applicable laws, codes and in accordance with standard engineering practice. Below ground connections must use either an exothermic welding process (i.e., Cadweld, Thermoweld, etc.), copper wedge pressure devices (i.e., Ampact, Burndy, Wrench-lock, etc.), or brazed copper connections in conjunction with a mechanical UL listed connector (to be used as a physical strength enhancement component). Brazing by itself is not an acceptable method of bonding below earth grade (buried).

C. Communications Equipment

Equipment Ownership

All equipment shall be labeled (or the information available at the site, as applicable) with:

1. The owner's name;
2. Transmitter frequency(ies);
3. A valid FCC, or IRAC, authorization;
4. Transmitting power output(s); and
5. A current 24-hour phone contact number.

Transmitting Equipment

All transmitters will have protective devices (shields, filters, isolation components), designed into or externally installed, to prevent interference with other users. All transmitters will meet FCC licensing requirements. Two-way transmitters should have dual section isolators for a total of 60 db of isolation.

The re-radiation of intercepted signals from any unprotected transmitter and its associated antenna system will be prevented by the use of appropriate filters (wide band and narrow band broadcast transmitters).

The direct radiation of out-of-band emissions (i.e., noise or spurious harmonics) will be reduced to a level such that they may not be identified as a source of interference as defined in the FCC Rules and Regulations (e.g., Part 90.209(e) for non-broadcast uses. If site noise (electromagnetic noise) becomes an issue, noise threshold limits will be established, and amended into the site plan, prior to authorizing any new uses.

Direct radiation of out-of-band emissions, (i.e., transmitter wide band noise, spurious emissions, harmonics, etc.) shall be reduced to a noninterference level by using bandpass,

lowpass, and/or harmonic filtering. Where duplexing is used, use of a notch type device should be avoided.

Re-radiation of signals from a transmitter and its associated antenna system shall be prevented by installing appropriate devices (i.e., ferrite isolators), with minimum return loss of 25 db.

All transmitters not in immediate use and not specifically designated as standby equipment shall be removed. Loads connected to circulators are to be capable of dissipating the total power output of the transmitter.

Receiving Equipment

All receivers shall comply with all applicable parts of the FCC rules, including Parts 2 and 15.

All receivers shall have sufficient "front end" pre-selection to prevent receiver spurious response. The use of bandpass, band-reject cavity or crystal filters may be required to prevent receiver-produced intermodulation or adjacent-channel interference.

Where duplexing is used, a bandpass cavity duplexer is required. Use of the notch-type device is not permitted. Where notch-type devices are currently in place and there are no interference problems, their use may continue until the equipment is replaced, at which time they must be replaced with bandpass devices.

Tower

Generally only one tower is authorized for each facility owner. Facility Owners and Facility Managers may obtain permission to construct the second tower only after submitting evidence that demonstrates that their existing tower is completely filled and full use has been made of combining systems.

1. All towers will be left unpainted, if they are dull, galvanized steel. Paint is required only if the tower has a shiny (i.e., reflective) surface. If paint is required, the BLM will determine what non-reflective color the tower shall be painted.
2. Maximum tower height for future towers at this site is 120 feet.
3. Anti-climb devices, removable steps, or other means to discourage unauthorized climbing, are highly recommended to reduce or avoid liability claims.
4. All new towers will be self supporting. No guy lines are permitted.
5. To avoid possible impacts to birds or bats, follow the most current version of the U.S. Fish & Wildlife Service's Interim Guidelines on the Siting, Construction, Operation and Decommissioning of Communication Towers, available at the following website:
<http://migratorybirds.fws.gov/issues/towers/comtow.html>

Antennas

1. Microwave (dish) antennas (other than ground mounted satellite dishes) will be limited to a maximum of eight (8) feet in diameter. The smallest diameter dishes are preferred if technically feasible.
2. Dishes should be mounted as low as possible to reduce visual impacts.
3. All antennas must meet all OSHA safety standards. If an antenna exceeds FCC public radiation standards (see FCC OET Bulletin 65) at ground level in publicly accessible areas, it will be remedied within 24 hours after measurements are taken or isolated (e.g., fencing, signing, relocation, lowering power levels are all possible remedies). Ground measurements of radio frequency radiation (RFR) levels will be taken before mitigation measures are implemented.
4. Color(s) for dish antennas, or covers, must be pre-approved by the BLM. New white dish antennas and/or covers will not be approved. Existing white dishes and covers must be repainted or replaced with dishes of approved color (typically dark grey), as repairs or replacement become necessary.
5. Antennas will be purchased with or treated to have a non-reflective surface.

Interference

The responsibility for correcting interference problems is a matter for resolution between the lease/ROW holder of the facility(ies), the user causing the interference, and the affected party(ies). First users on a site have seniority with respect to the resolution of interference complaints. Senior holders have an obligation to maintain their equipment to industry standards, to operate their systems in accordance with the terms of both the FCC license and NTIA/IRAC frequency authorization, and to comply with the BLM authorization.

New users on a site must correct, at their expense, interference problems that they create. They may be required to furnish an intermodulation study, electromagnetic noise study, or other interference-related data and must agree to accept financial responsibility for elimination or prevention of any interference caused by the facility before their application can be evaluated. They must cease operation of the suspect equipment until the problem is corrected. If interference problems cannot be resolved or corrected within a reasonable time, the new use that is causing the interference may be terminated and the equipment removed.

The BLM does not have authority for correcting interference problems, but can act as a mediator to help all affected parties. Interference problems must be coordinated with the FCC or NTIA/IRAC, whichever is appropriate.

Interference with law enforcement and/or emergency communications must be corrected immediately. The operation of equipment covered by this site plan shall not interfere with United States Government radio or electronic operations already in existence on public land within two (2) miles of this site. The user causing this interference, shall, at its own expense, take all action necessary to prevent or eliminate such interferences. If it does not eliminate such

interference within ten (10) days after receipt of notice from the BLM to do so, this use will be terminated.

If electromagnetic noise becomes an issue, noise thresholds will be established and this site plan will be amended accordingly.

D. Cables and Transmission Line (Wave Guides)

All new cabling will be jacketed and shielded and shall either be flexible or semi-rigid type. Existing substandard cables will be upgraded as repairs or replacement become necessary.

Cables will be properly installed and will be strapped and fastened down. Use of ports at building entrance points will be kept to a minimum by use of combiners.

When attaching power cables onto a tower, conduits should be used. Coax and wave guides should be installed in a wave guide ladder or equally divided among all tower legs.

All transmission lines (wave guides) are to be supported in accordance with manufacturer's specifications.

Unjacketed transmission line of any type is prohibited. No transmission line shall be left unterminated.

Double shielded braided or solid shielded cable will be used. No RG-8 type cable is permitted. No connector-type adapters will be used on transmission lines. Only correct connectors that will mate to connected devices are to be used.

Conduits will be shared when they service common areas and will be buried where possible.

E. Radiation

All communications uses must meet ANSI, FCC, and BLM regulations, guidelines, and standards concerning radiation limitations. This site is considered uncontrolled for the purposes of compliance with RFR standards.

Monitoring radiation levels at the site is the responsibility of all site users and will occur at intervals to comply with FCC regulations and guidelines. A copy of these monitoring reports will be provided to the BLM upon request. The FCC is responsible for enforcement of the monitoring and standardization for compliance. The FCC could revoke the license and/or issue a fine for failure to comply. Additionally, the BLM could terminate or suspend the use authorization for failure to comply.

Onsite RFR measurements will be taken using appropriate equipment that can adequately measure and record both on-tower and on-the-ground levels before mitigation measures related to RFR are implemented pursuant to FCC standards and requirements.

Security fences with RFR notice signs are required around areas that exceed public use levels including anchor points outside the primary facility compound fence, if necessary. Raising

higher power transmitting antenna on the tower or modifying the antenna type to half wavelength may be necessary to eliminate RFR hazards. Reducing power may also be required if other alternatives are not feasible. All fencing location and design or new tower construction must be pre-approved by the BLM.

Warning signs will comply with ANSI C95.2 color, symbol, and content conventions. Contact information including name and telephone number will also be included on warning signs. Existing warning signs compliant with FCC 47 CFR 1.1307(b) which do not currently include name and telephone number will be accepted as long as the name and telephone number is clearly posted on other signage at the Lessee's site.

Lowering power levels for on-tower access during maintenance will be coordinated between affected users.

Any identified RFR radiation problems that are, or could be, a human health hazard must be corrected within 24 hours after measurement tests have been completed or be removed from the site by the site user(s). If the proposed corrective action involves any new ground disturbance, it must be pre-approved by the BLM.

F. Utilities-Availability of and Requirements for:

Commercial Electrical Power

Currently there is no commercial electrical power. If commercial power is ever deemed necessary or expanded at this site, a separate ROW grant will be issued. Site Users and/or applicant for commercial power will also pay for the cost of:

1. The necessary resource surveys and reports for service connections; and
2. The cost of constructing service connections.

Telephone Service

If telephone service is ever deemed necessary or expanded at this site, a separate ROW grant will be issued. Site users and/or applicant will also pay for the cost of:

3. The necessary resource surveys and reports for service connections; and
4. The cost of constructing service connections.

For visual reasons, overhead utility poles may not be authorized.

Fuel Tanks

Facility owners and facility managers are responsible for providing fuel storage (propane and diesel) and emergency power for their tenants and customers. No tenants or customers will be authorized to have separate fuel tanks and/or generators. Each facility owner will preferably consolidate fuel storage into a tank large enough in size to accommodate all tenants and

customers within their facility. At a minimum, tanks will be grouped together in a consolidated area adjacent to their facilities. All fuel storage tanks (e.g., LPG, propane and diesel) must meet current fire department, Federal, State and local government safety and hazardous materials requirements. Propane is the preferred fuel for future generators.

1. All tanks will be:
 - a. Signed in red letters, "SMOKING OR OPEN FLAME PROHIBITED WITHIN 20 FEET";
 - b. In conformance with National Fire Protection Association (NFPA) requirements; and,
 - c. Painted an approved color, or screened by an enclosure to blend in with the natural environment. If an enclosure is used, it must be pre-approved and painted an approved color from the Munsell Soil Color Chart, Standard Environmental Colors.
2. Diesel tanks will also be:
 - a. Enclosed in BLM and fire department approved secondary containment vaults that are painted a BLM-approved color from the Munsell Soil Color Chart, Standard Environmental Colors.
 - b. Constructed with underground fuel lines. Fuel line must be constructed of black, treated pipe and fittings, and must be posted.
 - c. A containment basin must be maintained below all diesel tanks which are not designed and approved to be self contained.

G. Sanitary Facilities

Plans for any sanitary facilities must be pre-approved by the BLM. If it is determined by the BLM that the users need such facilities, they will be provided by the lease/ROW holder in a manner and location satisfactory to the BLM and within the requirements of the Jackson County Health Department.

H. Security and Law Enforcement

The Jackson County Sheriff's Department is the key law enforcement agency for the area. They are responsible for most civil and criminal matters. The BLM will be responsible for enforcing matters related to uses of BLM lands (e.g., resource protection issues).

Patrolling and policing for security purposes is the user's responsibility.

If fencing is ever deemed necessary for security purposes for facilities on the site, it must meet the following criteria:

1. All fences must meet health and safety requirements.
2. All fence locations and design require Bureau of Land Management pre-approval. The standard fencing type will be chain-link (i.e. cyclone).

3. The standard fence height will be eight (8) feet.
4. Fencing will be designed, installed, maintained, and of a type to minimize interference issues as described in the Motorola R-56 standards.
5. Fences will be signed with RFR notices if RFR is above public levels.

I. Site Maintenance

The objective of maintenance activities is to present a clean, neat, and orderly appearance at the site and have all of the authorized improvements safe for workers and the public. All users will keep up the overall appearance of the site.

Miscellaneous debris remaining after any construction and/or equipment installation, removal or modification, is not only a hazard, but can cause interference or intermodulation problems. In particular, all loose wire or metal objects are to be removed from the site.

The users of the site will remove all graffiti within 10 working days of finding it, weather permitting.

Users will not be permitted to leave or dispose of trash, garbage or cut brush on public lands. No outside trash or litter containers will be provided. Site users will remove litter from the site as it is produced.

Policing of litter in common areas (i.e., areas between buildings and developed sites) is the shared responsibility of those holders bordering these areas.

During construction and/or maintenance, excess materials (e.g., cement, wire, metal, building materials) will be removed from public land.

Peeling paint on buildings and/or towers will be re-painted within thirty (30) days of discovery by the facility owner or facility manager and within 10 days of notification of the holder by the BLM, weather permitting.

The Lessee is responsible for the abatement and control of noxious weeds within the bounds of their lease site and common use areas. Abatement practices are to be implemented in accordance with the Medford District Office weed abatement programs.

J. Inspections

Enforcement authority is vested in the BLM as the Communications Site Administrator for Mt Isabelle via 43 CFR 2800. The BLM may conduct an annual inspection of each user's facility. This inspection will verify:

1. Compliance with technical standards.
2. Structural integrity.
3. As-built plan accuracy.

4. Electromagnetic compatibility.
5. General site health, safety, and cleanliness.

The BLM shall provide written notice of the scheduled inspection date at least 30 days in advance. Each user shall arrange to have personnel available at the site at the time of the inspection.

Any non-compliance found by a user shall be reported to the BLM. The BLM will conduct an inspection and a written copy of the inspection report shall be forwarded to the violating user within 30 working days following the inspection. The report shall include:

1. A description of the violation.
2. Corrective action required.
3. Name, address, and organization of the responsible party.
4. Time allowed for completion of corrective measures.
5. Anticipated action in the event of noncompliance with remedial instructions.

K. Fire Prevention and Hazard Reduction Requirements

Facility owners and facility managers will be required to control vegetation within the fenced area around their facilities. Gravel or mineral soil (i.e., bare ground) must be maintained to a minimum of (10) feet clearance around buildings and a minimum of (10) feet clearance around any propane tanks. Identified threatened, endangered, or sensitive plant species must remain within the minimum clearance areas.

Smoking is prohibited in flammable vegetation areas.

Roof structures shall be kept reasonably clear of debris at all times.

No explosives will be stored at this site. Flammable materials shall be stored in conformance with the requirements of local fire regulations. Flammables will be placed in closed containers and stored away from sources of ignition and combustible materials. If flammables are stored within a building, the building will be locked, properly signed and well ventilated.

Approved spark arresters will be required and maintained on all internal combustion engines.

At least one (1) U.L. rated 20 lb. A:B:C dry chemical fire extinguisher is required inside each building. Prior to each June, fire extinguisher(s) shall be inspected by holders and refilled, if necessary.

Any fire will be immediately reported to "911", the nearest BLM office and/or Jackson County Sheriff.

BLM Officers will make periodic fire prevention inspections. They will call to the holder's attention any lack of compliance with the above regulations, plus any other existing hazards. Compliance with these inspections is required within the time limits specified in the inspection report.

All fire protection standards must be accomplished by the beginning of fire season unless otherwise agreed to, and then maintained throughout the fire season.

For new construction, the BLM will provide the Holder with a separate Construction Fire Plan which will be prepared at that time as applicable

L. Access Maintenance and Restrictions

Roads

The access road above the locked gates and parking area will be maintained by the holders and their tenants/customers. Maintenance and repair will be necessary to keep the road in a serviceable condition and to prevent deterioration from natural erosion. Maintenance should include designs for long-term erosion control which may include drainage ditches as necessary to divert water to vegetated areas. Maintenance work will be agreed to by the holders and by the BLM's authorized officer.

Individual users who damage or disturb the access road, or any associated structures, such as ditches, culverts, roadside vegetation, signs and/or underground utilities or facilities, will be required to repair the road and/or associated structures, to conditions equal to or superior to those prior to any damage or disturbance. This work must be done according to applicable road maintenance standards and may require the appropriate NEPA analysis.

Interior Site Driveways/ Parking Areas

Interior site driveways within the communications site will be maintained by the site users. Interior roads will be planned and approved during establishment of new facilities. Interior roads will be maintained in a manner to allow only one entrance to the site. Off-road vehicle use by a user in and around the communication site will be avoided.

Road Closures

Native surface roads are subject to periodic closures to entry during periods of extreme fire danger, inclement weather, or wet conditions. Authorized site users may use the site during these periods, but should use judgment and may need to seek advance approval from the Bureau of Land Management.

VII. CONDITIONS FOR CONSTRUCTION, MODIFICATIONS OR EXPANSION

A. Facility Owner/Manager Responsibilities

In addition to the responsibilities listed in Section III, new applicants and existing Facility Owners/Managers proposing new, modified, or expanded facilities are responsible for:

1. Submitting a complete application to the Medford District Office (ATTN: "Realty Specialist") prior to any new construction or modifications to existing improvements, unless new electronic equipment is being installed in/on an existing tower and/or an existing building. The application must include:
 - a. The appropriate cost recovery and application fees as determined by BLM.
 - b. A copy of the approved Site Plan Base Map showing all of the proposed (new) facilities including structures, towers, and auxiliary equipment;
 - c. Completed drawings/plans prepared by a registered engineer and Plan of Development approved by the BLM;
 - d. Identification of any microwave beam paths, a plot of their azimuth(s), and their proposed elevation(s) on the tower;
 - e. Documentation that shows that proposed facilities will not be obstructing, or interfering with, any existing fixed point to point antennas, omni-directional broadcast antennas, or microwave beam paths in the directions of primary population targets. Proposed beam path needs must be shown on Site Plan Base Map; and,
 - f. Any needed recommendations, changes or modifications to their original proposal, based on any required resource surveys and/or reports.
2. Demonstrating that their proposals will not cause undue interference with any existing uses before the BLM can approve new facilities. In addition, it is the applicant's responsibility to show that any new facilities will make the most efficient use of the limited amount of space at the site.
3. Showing their proposals will provide for future users without additional construction.
4. Providing engineering and geotechnical investigations for development of specific foundation designs and grading plans.
5. Providing for erosion control as part of the Plan of Development prior to construction activities. At a minimum, erosion control must include: sediment control, stipulations that cut/fill slopes will be graded and contoured to prevent erosion and/or excessive runoff, and recommendations for temporary erosion control measures, (e.g. netting, silt fences, swales, and/or sediment collection areas).
6. Coordinating with other Federal (e.g., FCC and FAA), State and County agencies and obtaining all required approvals and/or permits.

7. Providing 30-day notice to all facility owners/facility managers at the site, as well as the BLM, of all new frequencies proposed for the site. A completed BLM technical data sheet or equivalent must be sent with the 30-day notice to allow for comment of potential interference. This would be for new frequencies for themselves and their tenants and customers.
8. Insuring that all written approvals have been obtained from the BLM prior to construction. In addition:
 - a. Directional antennas will only be protected within the arch between their licensed 3 dB points.
 - b. New and/or modified facilities will not obstruct existing fixed point-to-point antennas or omni-directional broadcast antennas in directions of primary population targets.

B. Construction Methods and Resource Protection

Plans submitted by an applicant for any new construction or modifications shall specify provisions for soil rehabilitation measures including, but not limited to, soil replacement and stabilization and for proper handling of runoff from buildings, parking area, access roads, and undeveloped common areas.

The following methods and resource protection measures will be required to minimize impacts during construction:

1. Avoid and protect sensitive resource areas, as identified by the BLM.
2. Compliance with the Plan of Development and the Erosion Control Plan.
3. During construction and/or maintenance, no paint or paint thinners will be disposed of on site.
4. Minimize ground disturbance and vegetation removal as much as possible during construction activities. All ground-disturbing activities require BLM pre-approval.
5. Disturbed areas will be re-vegetated with species pre-approved by BLM as soon as possible after construction. If necessary, reseeding will be required until vegetation is successfully established as determined by the BLM.
6. No grading material will be cast off during construction/reconstruction activities. Excess soil can be used for fill material on road and/or building/tower pads.
7. Temporary on-site storage of construction materials will require pre-approval by the BLM.
8. Construction materials and supplies, except for hazardous materials (see number 9. below) may be left unattended at the construction site at the end of each workday, but at the owner's risk.

9. Hazardous materials, including but not limited to all fuels, oils, and lubricants, are not to be left unattended at the site at any time. During construction, these materials are to be removed from the site at the end of each workday, or temporarily stored inside a locked and signed building until the following workday.
10. All surplus construction materials and/or waste debris must be removed from the site no later than thirty (30) days after construction has been completed.
11. Any earth moving or heavy equipment (e.g., dozers, graders, cranes, backhoes, etc.) leaving the designated roadway and/or approved parking area(s) to perform authorized activities at the site, will be washed off prior to being brought onto public lands to prevent the introduction and spread of noxious weeds into the area.

C. Construction Inspection

1. All new construction, reconstruction, or major modification shall conform to the established technical standards and accepted engineering practices (i.e., the Uniform Building Code).
2. Any construction inspections required by other applicable agencies are the responsibility of the lessee/holder. Copies of completed inspections are to be provided to the Medford District Office, Authorized Officer, either as they occur or as part of the final as-built plan. Inspection information shall become a permanent part of the holder's lease/ROW case file.
3. The Lessee/Holder agrees that corrective work detailed in BLM, or other agency required compliance inspections, would be completed by the scheduled completion date. If the Lessee/Holder disagrees or has questions about specific items, the Lessee/Holder must contact the BLM in order that the disagreement or item may be resolved.
4. A final set of as-built plans will be submitted to the Medford District Office Authorized Officer within 90 days of acceptance of structure (if contracted) or of completion date.

D. New or Remodeled/Expanded Buildings

1. Any new buildings must be designed to accommodate multiple users along with fitting into the physical environment as defined in a site-specific environmental analysis developed at the time of the proposal.
2. Buildings are required to be one-story. The roof must be metal or covered with metal to be fire resistant. Roofs can be equipped with antenna support structures, such as poles and railings that can extend up to 25-feet above ground level.
3. Facility Owners and Facility Managers are encouraged to construct the interior of their buildings in a modular fashion, so that they can:
 - a. Sublease sections to others;
 - b. Provide tenants and customers with internal separation and security;
 - c. Reduce physical interference; and

- d. Increase management effectiveness.
4. The following materials are approved for construction of new facilities (i.e. buildings):
- a. Floors – Concrete slab with drainage.
 - b. Walls – Concrete block, metal, or pre-fabricated concrete.
 - c. Roof – Metal, or concrete, if painted to eliminate shiny surfaces, or other fireproof material as approved by the BLM. Proposals for wooden roofs will not be approved.
 - d. Partitions – If it is felt partitions are necessary in buildings, ensure they are constructed with fire resistant material (e.g., concrete block, reinforced concrete, or properly grounded fencing).
 - e. Color – Proposed color for use on all exterior building surfaces must be pre-approved by the BLM. The goal of the color selection for the facilities is to make the building as inconspicuous as possible and make buildings located on the skyline look inconspicuous when viewed from a distance. The intent is to reduce or eliminate glare from reflective and/or illuminated surfaces such as windowpanes, sheeting and reflective paints. Non-reflective, BLM-approved colors will be used on equipment buildings.
5. Building entry lights must:
- a. Only light the immediate area in the vicinity of the door;
 - b. Be motion activated and have a limited time duration (e.g., 3-5 minutes); and
 - c. Have a shielded beam that is pointed at the building door.

Requests for all-night (i.e., “dusk-to-dawn”) lighting, or entry lighting that would be visible from outside of the site will not be approved. FAA-required lighting would be the only exception.

E. New or Remodeled/Expanded Towers

- 1. All new construction, reconstruction, and modifications to towers will be pre-approved by the BLM prior to implementation.
- 2. It is the applicant/holder’s responsibility to assure that a new, or modified, structure will not unduly interfere electronically or physically with any existing equipment at the site. Towers must be spaced, so as to prevent ground level radiation and/or interference problems. This must be clearly demonstrated in writing to the BLM prior to issuance of a new lease/ROW or amendment.
- 3. All new towers will comply with current structural and safety specifications and design standards, including safety-climbing devices. Towers should be as narrow and “open” as

safety and structural integrity allow. New towers will be designed using maximum wind, snow, and/or tower loading anticipated for the site.

VIII. SITE ASSOCIATION/ADVISORY GROUP

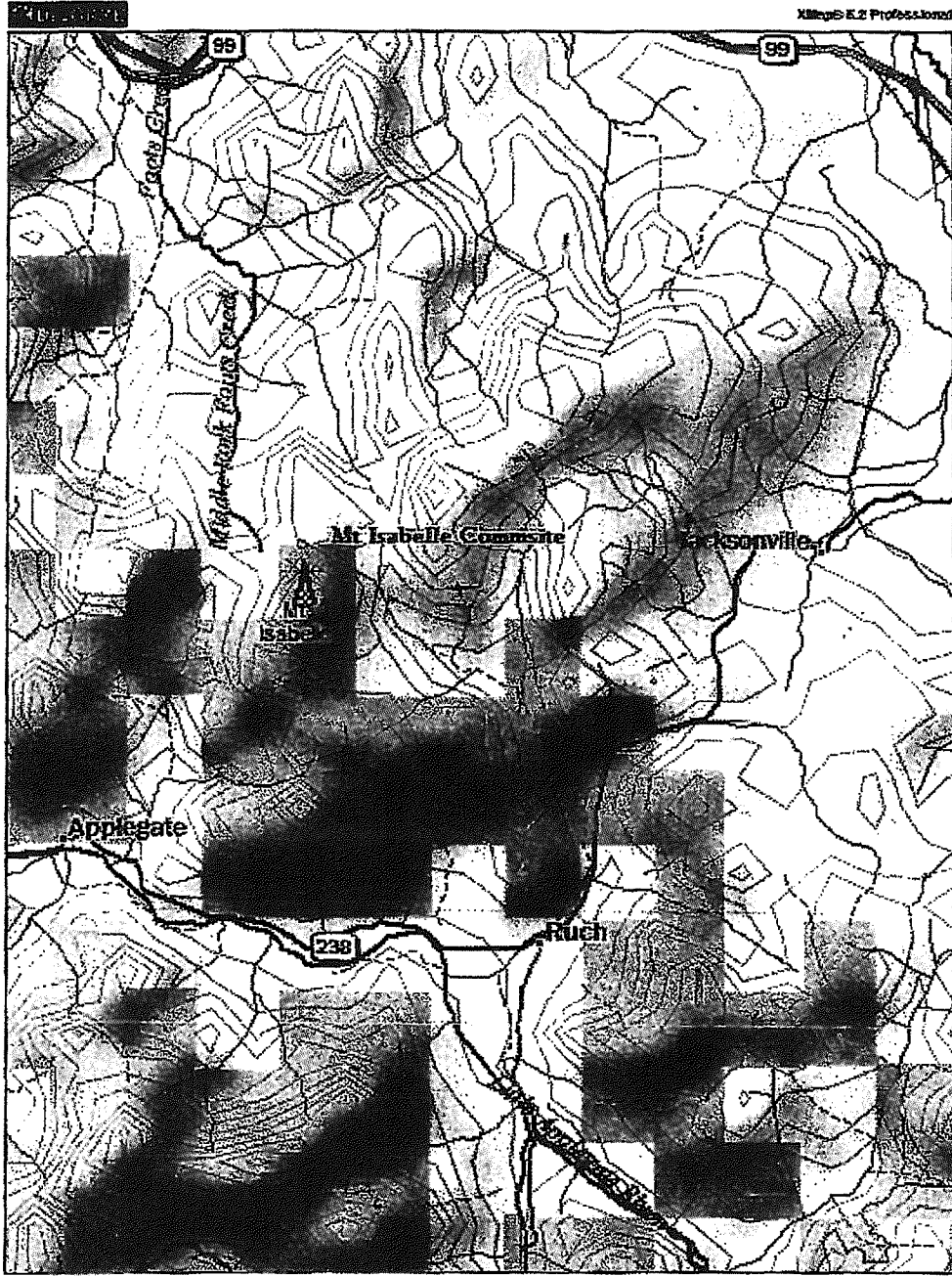
A site association is probably not needed at this time. If development were to increase, a users association may become desirable. Leadership would need to come from one of the users. As needed in the future, the site association would be responsible for obtaining and maintenance of an administrative access and upkeep of internal roads and parking areas. The site association would also be responsible for ensuring cooperation between users for on-tower access. A site safety officer would be identified within the site association. The site association would be expected to develop a Radio Frequency Radiation Plan/Agreement and recommend measures to reduce interference issues (e.g., through use of filters).

The goal of the site association would also be to maximize the effective use of the site. The objective of a sanctioned association will be to represent all site users as a group when dealing with the Medford District Office on matters relating to the site administration. The association would be able to work in cooperation with the BLM to identify problems or opportunities and make recommendations to the BLM for any changes in management strategies at the site. The association could also provide input to the BLM regarding the future addition of equipment and facilities at the site. While the advice and recommendations of the association would not be binding on the BLM, the BLM could use the input for administration of the site. The BLM would be a member of such a group and would help jointly develop the charter (i.e., the ground rules).

IX. APPENDICES

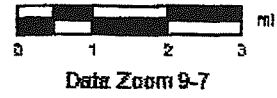
- A. Location and Site Maps
- B. Authorized Facilities
- C. Site Photographs
- D. Inspection Checklist

APPENDIX A
LOCATION MAP



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www.delorme.com

MN (15.5° E)

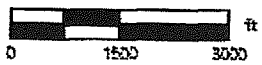


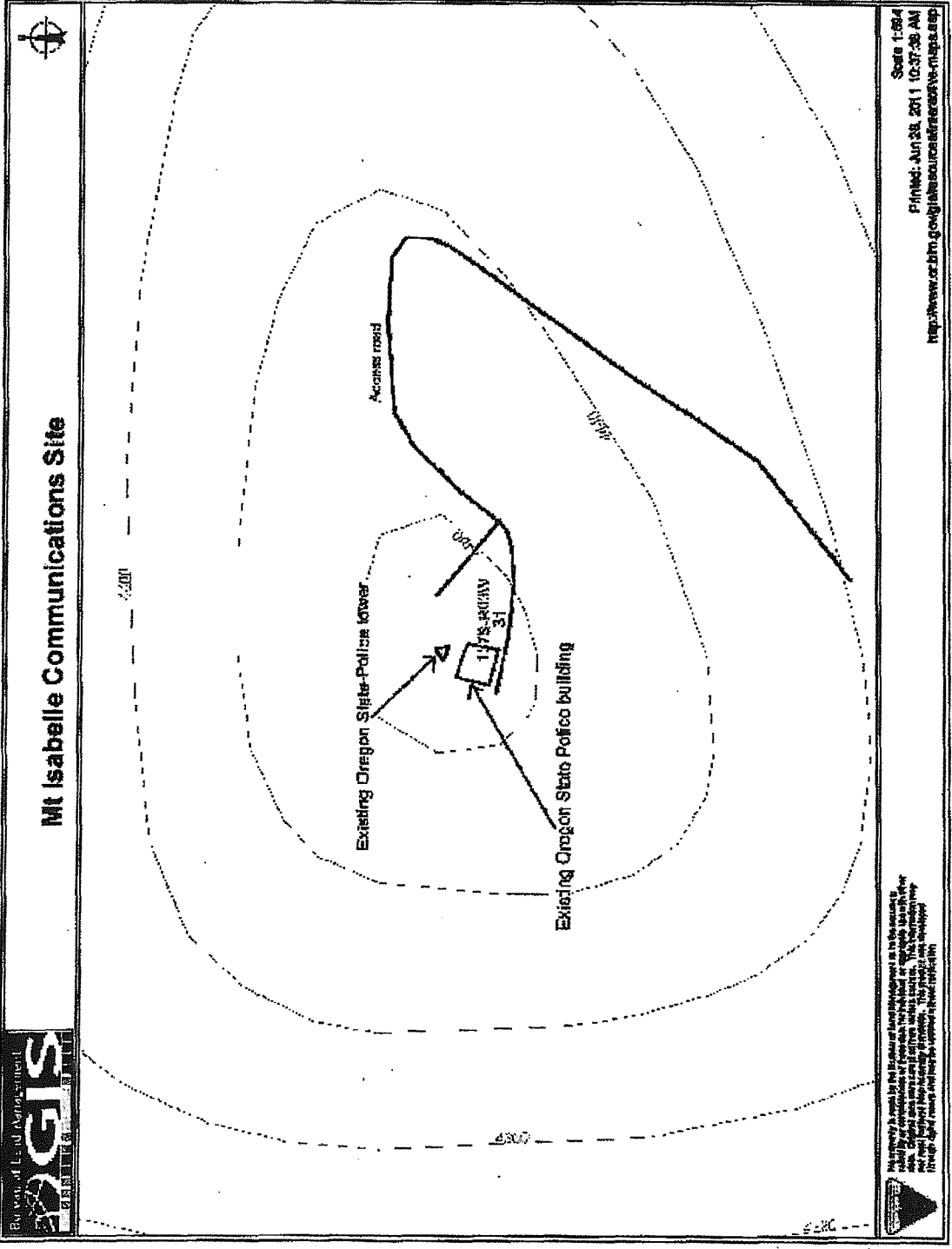
VICINITY MAP



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www.delorme.com


MN (15.5° E)

 ft
Data Zoom 12-4



Scale 1:504
 Printed: Jun 28, 2011 10:37:38 AM
<http://www.orbm.gov/gis/source/arcsvr/maps.asp>

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SITE MAP

APPENDIX B

MT ISABELLE COMMUNICATIONS SITE LESSEE/HOLDER FACILITY TABLE

	Auth #	Use	Building	Tower	Access/Parking	Other
Facility #1 Oregon State Police	OROR 040876	PMRS	12'x 12' tenant/customer equipment building with solar power	45' guyed	Access and parking	Diesel generator

APPENDIX C

SITE PHOTOGRAPHS



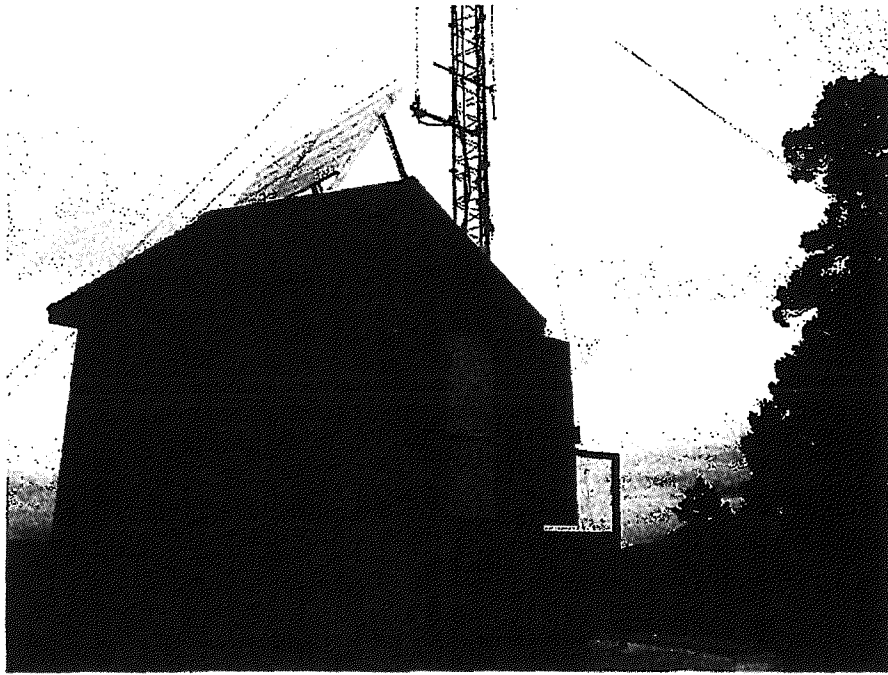
**Site Overview.
Existing Oregon State Police building and guyed tower.**



Looking northeast from OSP facility



Existing OSP facility detail.



Existing OSP equipment building.

APPENDIX D

“Mt Isabelle Annual Technical Inspection”

Date Inspected: _____ Time Inspection: _____
Permit Holder: _____ Authorization # _____
Site Technician: _____ Phone # _____
Number of Transmitters _____ License Posted _____

Please mark the following Items as Acceptable (A) or Unacceptable (U).

Electrical Wiring ----- (A) (U) Grounding ----- (A) (U)
Equipment Installation ----- (A) (U) Housekeeping ----- (A) (U)
Building Repair ----- (A) (U) Tower Repair ----- (A) (U)

Please mark the following Items as Yes (Y) or NO (N) or (NA)

Isolators ----- (Y) (N) (NA) Circulators ----- (Y) (N) (NA)
Cavities ----- (Y) (N) (NA) Terminators ----- (Y) (N) (NA)
Filters ----- (Y) (N) (NA) Lightning Protection ----- (Y) (N) (NA)

Comments: _____

Recommended Corrective Action: _____

Required Corrective Action to Be Taken: _____

Committee Representatives: _____

Bureau of Land Management Representatives: _____

Please make the required corrective action within the next 120 days. Please make a written report of corrective action taken and submit to the BLM. If you should have any questions, please call the BLM office.

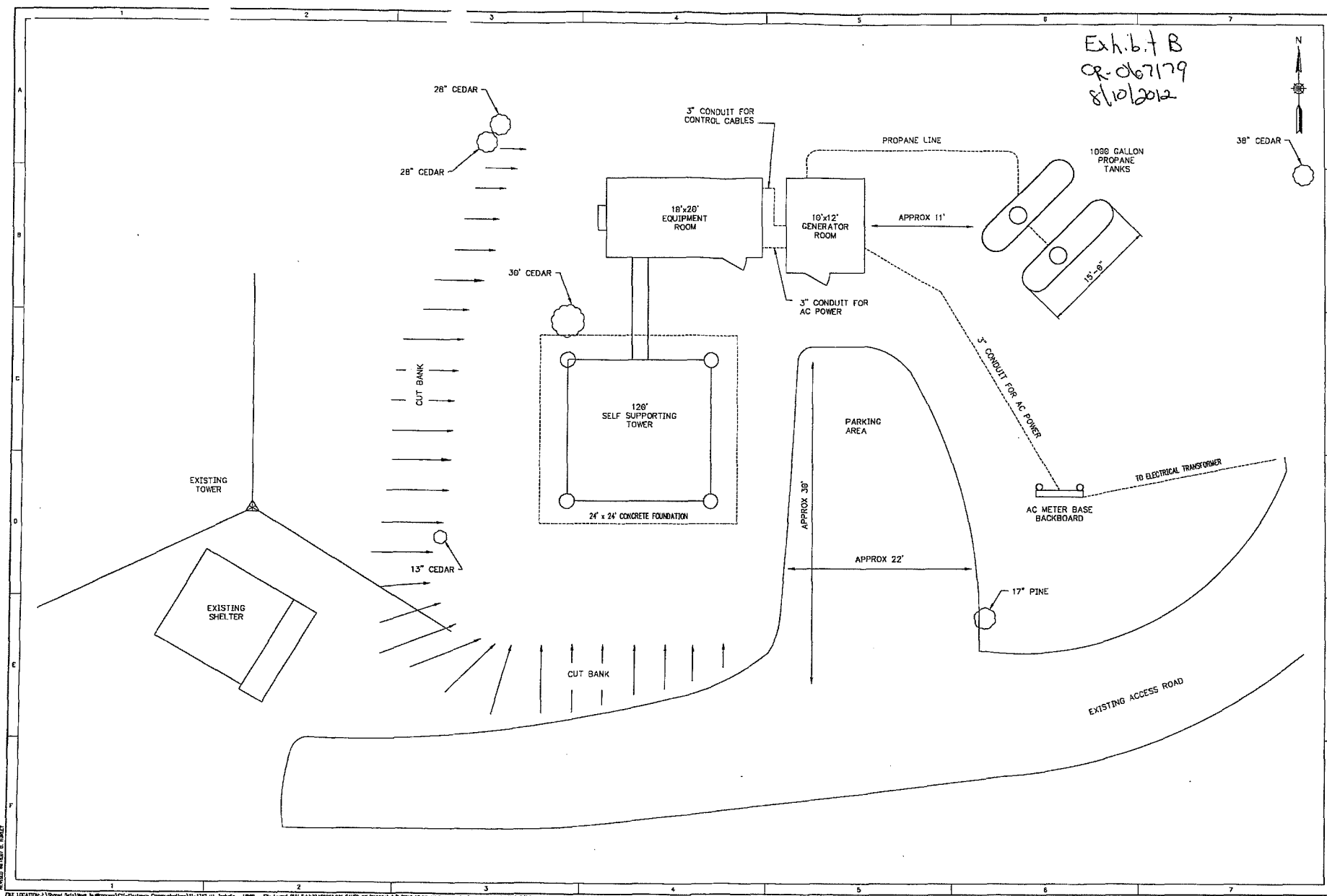


Exhibit B
CR-067179
8/10/2012



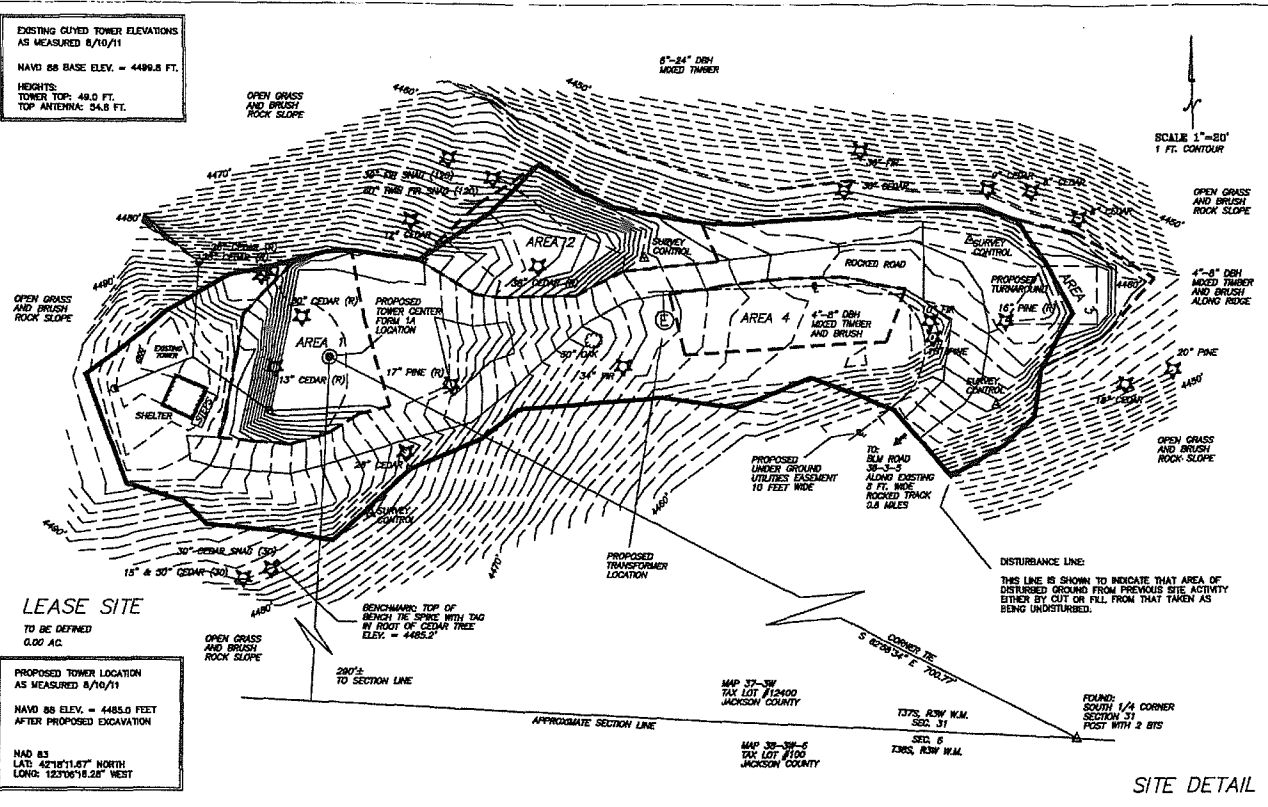
REVISION	NO.	DATE	BY	DATE	REVISIONS	DESIGNER	CHECKED	APPROVED
	1	8/27/12	W. BRUM	8/27/12	1088 GALLON PROPANE TANKS	W. BRUM	A. LAKSTAM	M. HOSER
2	8/10/12	W. BRUM	8/10/12	126' SELF SUPPORTING TOWER	W. BRUM	A. LAKSTAM	M. HOSER	S. BLISS
COMMUNICATIONS PROJECT NO: 136963.001 DATE: 8/10/2012 DRAWN BY: W. BRUM CHECKED BY: A. LAKSTAM APPROVAL: M. HOSER MARKET: OREGON MARKET DEALER: 136963.001								
PACIFIC CORP COMMUNICATIONS 136963.001 MOUNT ISAHEL COMM SITE JACKSON COUNTY, OREGON SITE PLAN SITE LAYOUT								

PROJECT NO: 136963.001

EXISTING GUYED TOWER ELEVATIONS AS MEASURED 8/10/11
 HAVD 88 BASE ELEV. = 4499.8 FT.
 HEIGHTS:
 TOWER TOP: 48.0 FT.
 TOP ANTENNA: 54.8 FT.

LEASE SITE
 TO BE DEFINED
 0.00 AC.

PROPOSED TOWER LOCATION AS MEASURED 8/10/11
 HAVD 88 ELEV. = 4485.0 FEET AFTER PROPOSED EXCAVATION
 HAVD 83
 LAT. 42°18'11.87" NORTH
 LONG. 123°06'18.26" WEST



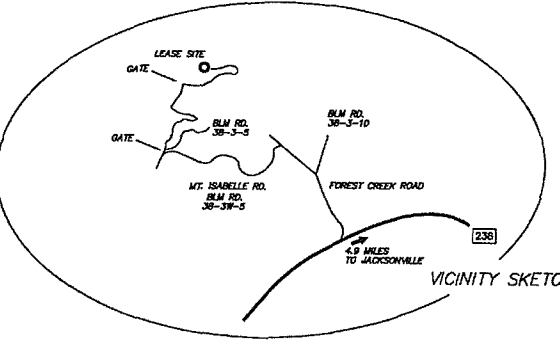
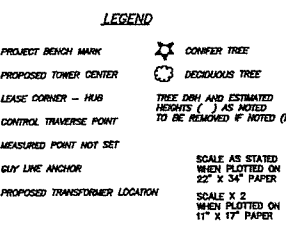
SCALE 1"=20'
 1 FT. CONTOUR

SITE DETAIL

- DISCUSSION NOTES:
1. AREA 1 - PROPOSED MAIN EXCAVATION TO BE ENTIRELY WITHIN DISTURBED AREA OF PREVIOUS SITE DEVELOPMENT. EXCAVATION PROVIDES SUFFICIENT ROOM FOR PROPOSED FACILITIES TO BE CONSTRUCTED ON A STABLE SOLID FOUNDATION. EXCAVATION MATERIAL IS TO BE MOVED TO FILL AREA 2 AND TO COMPLETE THE PROPOSED TURNAROUND AT AREA 3 AND TO LEVEL THE PROPOSED PARKING AREA 4.
 2. AREA 2 - A PROPOSED FILL LOCATION FOR EXCAVATED MATERIAL FROM AREA 1. UPON INSPECTION THIS AREA HAD BEEN DISTURBED IN PREVIOUS SITE DEVELOPMENT WITH A CAT ROAD ALONG THE TOE OF THE SLOPE. BRUSH AND TREES COVER THE AREA. IT IS PROPOSED THE VEGETATION BE REMOVED AND A CONSTRUCTED FILL BE PLACED TO COVER ONLY THE AREA AS HAD BEEN PREVIOUSLY DISTURBED. CRITERIA FOR THE SITE IS THAT THE SHAD TREES REMAIN UNDISTURBED AND THAT NO MATERIAL BE ALLOWED TO RUN DOWN SLOPE BEYOND THE NORTH EDGE OF THE CAT ROAD.
 3. AREA 3 - THIS AREA IS PROPOSED FOR ADDITIONAL CONSTRUCTION ACTIVITY BEYOND THAT OF THE EXISTING DISTURBED AREA. THIS PROPOSED CONSTRUCTED AREA IS REQUIRED FOR SITE DEVELOPMENT AS A TURNAROUND AND STAGING AREA FOR LARGE HEAVY EQUIPMENT. SITE CONDITIONS AND THE PRESENT ROAD CONFIGURATION REQUIRE AN ADEQUATE TURNAROUND FOR FIRE FIGHTING AND EMERGENCY VEHICLES AS WELL AS HEAVY EQUIPMENT. CONSTRUCTION OF THIS AREA WILL PROVIDE FOR THAT NEED. AFFECTED AREA IS SIZED TO MEET SPECIFICATIONS. EXCAVATED MATERIAL FROM AREA 1 IS TO BE USED TO CONSTRUCT THIS TURNAROUND.
 4. AREA 4 - ADDITIONAL CONSTRUCTION AND RENOVATION OF EXISTING DISTURBED AREA. THIS AREA HAS EXPERIENCED DISTURBANCE DURING PRIOR DEVELOPMENT PHASES. THIS AREA IS TO HAVE PRESENT BRUSH AND SMALL TREE VEGETATION REMOVED AND RE-GRADED WITH MATERIAL GENERATED FROM THIS SITE DEVELOPMENT EXCAVATION IN AREA 1. THIS AREA PROVIDES FOR EMERGENCY AND SERVICE VEHICLE PARKING AND IS SIZED TO ACCOMMODATE TWO SERVICE VEHICLES WITH OUT BLOCKING TRAFFIC FLOW.

- DESIGN NOTES:
- 1) THIS PROPOSED SITE DESIGN COMPLIMENTS THE SITE SURVEY AS PERFORMED BY THIS FIRM AND DATED AUGUST 12, 2011.
 - 2) NO LEASE SITE BOUNDARIES WERE IDENTIFIED OR ESTABLISHED AS A PART OF THIS DESIGN.
 - 3) SOUTHEAST EXISTING TOWER GUY TO BE REDESIGNED BY OTHERS AS A PART OF THIS DEVELOPMENT PLAN. NEW GUY LINE TO BE ESTABLISHED AND COORDINATED PRIOR TO CONSTRUCTION ACTIVITY.

- TREE REMOVAL LIST:
- 16" PINE
 - 36" CEDAR
 - 2-20" CEDAR
 - 30" CEDAR
 - 15" CEDAR
 - 17" PINE
- ESTIMATED QUANTITIES:
- AREA 1 - CUT 400 CY
 - AREA 2 - FILL 300 CY
 - AREA 3 - FILL 40 CY
 - AREA 4 - FILL 60 CY



DRIVING DIRECTIONS:

FROM THE INTERSECTION OF INHWAY 238 AND OLD STAGE ROAD IN JACKSONVILLE PROCEED WEST ON HIGHWAY 238 (JACKSONVILLE HIGHWAY) FOR 4.9 MILES TO FOREST CREEK ROAD AT W.P. 28.6. TURN RIGHT ONTO FOREST CREEK ROAD.

PROCEED FOR 2.5 MILES TO JUNCTION WITH BLM ROAD 38-3-10 SIGNED "EAST FORK FOREST CREEK ROAD". KEEP TO THE HAND LEFT. NOTE: ROAD CHANGES TO GRAVEL AFTER 0.6 MILES.

PROCEED 1.8 MILES TO "END OF COUNTY MAINTENANCE" AND BLM SIGN "OREGON BELLE CREEK ACCESS ROAD 38-3W-5". TURN LEFT. SURFACE CHANGES TO ASPHALT.

PROCEED 2.4 MILES STAYING ON MAIN ASPHALT ROAD TO "T" TURN RIGHT ONTO BLM ROAD 38-3-5. SURFACE CHANGES TO GRAVEL.

PROCEED 0.1 MILES TO LOCKED GATE.

CONTINUE 0.1 MILES TO "Y" INTERSECTION WHERE ROAD ASCENDS STEEPLY ON THE LEFT. FOUR WHEEL DRIVE RECOMMENDED. ROAD IS CONSIDERED DANGEROUS.

PROCEED LEFT AND SHARPLY UPHILL 0.7 MILES TO LOCKED GATE.

CONTINUE 0.1 MILES TO TOP OF MT. ISABELLE AND SITE.

PROPOSED DESIGN SUGGESTIONS:

- 1) AREA 1
 MAINTAIN A MINIMUM 8 FOOT WIDE BENCH AT THE TOP OF THE SLOPE JUST BELOW THE EXISTING SHELTER FOR SLOPE STABILITY AND ACCESS TO FOOT TRAFFIC. MAXIMUM BACK SLOPE OF AREA 1 TO BE CONSTRUCTED AT 3/4:1 SLOPE. IT IS SUGGESTED THAT DURING CONSTRUCTION THAT THE FINAL PAD GRADE BE SLOPED TOWARDS AREA 2.
- 2) AREA 2
 MAINTAIN EXISTING VEHICLE ACCESS PATH ALONG TOP EDGE (SOUTH) OF THIS AREA FOR POTENTIAL ACCESS TO THE BACK (NORTHEAST CORNER) OF THE PROPOSED SITE DEVELOPMENT. (EXAMPLE: GENERATORS FUEL TANKS, ETC.) REMOVE BRUSH AND SMALL TREES AND LARGE CEDAR BEFORE CONSTRUCTING FILL. NO MATERIAL IS TO BE ALLOWED TO RUN PAST THE TOE OF THE EXISTING CAT ROAD. NO MATERIAL IS TO BE ALLOWED NORTHWEST OF THE EXISTING DISTURBED AREA. EASTING ENDS TO REMAIN UNDISTURBED. MAXIMUM FILL SLOPE PROPOSED TO BE NO GREATER THAN 1:1 SLOPE.
- 3) AREA 3
 MINIMIZE IMPACTED AREA BY USING A 1:1 FILL SLOPE AS THE LEVEL TURNAROUND PAD IS CONSTRUCTED TO SIZE.
- 4) AREA 4
 SMALL TREES AND BRUSH TO BE REMOVED TO PROVIDE FOR AN ADDITIONAL PARKING AREA WITHIN THAT AREA HAVING ALREADY BEEN DISTURBED. MAINTAIN UNDISTURBED VEGETATION ON THE SOUTH SIDE OF THE AREA DOWN TO THE MAIN ROAD FOR A STORM WATER FILTRATION STRIP. LEVEL AREA AS NEEDED WITH CLEAN FILL MATERIAL FROM AREA 1. SLOPE AREA TO DRAIN TO THE SOUTH FILTER STRIP.

PACIFICORP
 GRANTE PAPER PROCUREMENT
 1400 WELLS BLVD
 GRANITE FALLS, OR 97238
 phone: 802-813-8800
 fax: 802-813-8198

D. WILLIAM BURTRIVING LLC
 DAVID WILLIAM
 LAND SURVEYING AND AERIAL PHOTOGRAPHY
 2000 NORTHWOOD DRIVE
 CLATSOP, OR 97102
 phone: 503-994-1442
 fax: 503-994-1442

REVISION		
NO.	DESCRIPTION	DATE

SITE LEGAL:
 SE 1/4 SW 1/4 SEC. 31, T37S, R3W, W3M
 MAP AND LOT:
 37-3W TL #12400
 SITE NAME:
 PP MT. ISABELLE
 SITE ADDRESS:
 JACKSONVILLE, OR
 97530
 PROFESSIONAL LICENSEUR

REGISTERED PROFESSIONAL
 SURVEYOR
 62864
 DATED 12/11/09
 DAVID H. WELLS

THE OFFICE PRACTICE OF MR. DAVID H. WELLS, REGISTERED PROFESSIONAL SURVEYOR, IS A MEMBER OF THE NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS.

DRAWN BY:	DHW
CHECKED BY:	DHW
DATE DRAWN:	8/16/11
JOB NO:	10042901
SHEET TITLE:	
SITE DEVELOPMENT PLAN	
SHEET NUMBER:	REV. #
1/1	

Exhibit C
Q-067179

PacifiCorp

Mt. Isabelle Communications Site Access Route Reconstruction Plan



**D. Wellman Surveying
90686 Northrop Drive
Eugene, OR 97402
541-984-1442**

**Date: February 9, 2012
Rev. March 19, 2012**

Purpose:

The purpose of this engineering evaluation is to provide guidance to the construction crew for the rehabilitation and remedial needs of the access route to the communications site. The intent of the reconstruction effort is to provide increased accessibility for tower construction materials, vehicles, shelters and equipment. In addition, the reconstruction will provide for a safer access route than present for future maintenance and service vehicles.

CAUTION!

It is cautioned that the existing roadway is not considered a conventionally designed access route as would be engineered to present standards of forest access needs. Grades of over 20 percent and narrow widths are present for the entire route. The road is considered dangerous in the best of conditions and should be attempted only by four wheel drive vehicles designed for off-road use. The remedial construction planned for the road will not change that condition.

Discussion:

The following table outlines points along the roadway identified by a marked stake on the side of the road. Each stake has a stake number and stationing and corresponds to the notes below.

In addition to particular items to be addressed are general construction notes to be followed together with a sample road design template diagram.

A plan view is provided with stake position notations in the approximate locale of the point of interest on the ground. PP&L stakes noting enclosure positions are noted where and as recovered along the route.

No attempts to develop quantities of materials to be moved, ripped, sidecast or blasted have been made. No tally of trees or volumes of merchantable material have been made. These calculations and tallies are beyond the scope of the project request.

Placement of excess material generated beyond that as used in the road prism, used in the designed turnout, or sidecast (where approved) is at the discretion of the property manager (Bureau of Land Management). Contact Jim McNeal in the Medford BLM office.

General Prescription Construction Notes:

The following general prescription applies to the entire project. Identified construction needs such as found in the attached table and marked in the field are in addition to general prescription needs.

Roadbed width to be 12 feet with a 10 foot wide all weather running surface. Width to be obtained by reshaping and pulling ditches and reducing outside edge berm. Roadbed to be insloped to allow drainage to be carried to leadoff ditches or drainage dips where indicated.

Drainage dips to be sloped and constructed to best management practices (see diagram). Waterbars are not acceptable. Remedial construction does not prescribe installation of any culverts within the project.

Cutslopes to be constructed or rehabilitated as follows:

- Solid rock - 1/4:1
- Loose rock - 1/2:1
- Soil rock mix - 3/4:1
- Soil - 1:1

In addition to those trees and brush areas specifically identified in the table, the entire project requires brush to be reduced along the entire length of the project area on both sides of the road. Flail type brushers along with hand saw work is preferred over removal by cat or excavator in order to minimize ground disturbance. Remove brush two feet beyond top of slope or edge of roadbed. The objective of brush removal is to allow unhindered movement of multiple 10 foot wide by 12 foot high shelters along the route.

At the beginning of the BLM road, as you leave the County road, is a marked stretch of blackberries to be brushed along the road edge. The project manager may require additional vegetation and branches to be removed along the asphalt road section up to the project site in order to protect the shelters from damage during transport to the site.

Material generated in the reconstruction process should first be used to build up the heavily eroded road portions between stations 0+00 and 9+50. Then, used to provide for an all weather rock surface along all portions of the project and switchbacks, and finally used to construct the proposed turnout at station 28+31. Excess rock material is allowed to be sidecast with exceptions at the meadow area between stations 9+50 to 13+00. An additional stretch between stations 41+70 to 46+00 may not be available for sidecast options without BLM approval. All soil mixed material is to be end-hauled or drifted down to the reconstruction area between stations 0+00 and 2+00.

All disturbed areas in which vegetation will "take" is to be seeded and mulched. A conservation seed mixture and mulch materials will be provided by the BLM Medford office. Contact John McNeal.

NOTE: The entire access route after leaving the County Road crosses three 14 foot wide cattle guards and through two 14 foot wide locked gates.

Ribbon Color Codes:

White ribbon - information is written on stake.

Orange ribbon - construction requirement (remedial).

Red and white ribbons - construction (new).

Blue ribbon - tree removal (ribbon or blue spot painted on tree).

Blue arrow painted on tree - limb only, do not cut.

Blue "H" painted on tree - remove for helicopter landing area.

Prescription Table:

<u>Station</u>	<u>Stake #</u>	<u>Prescription</u>
0+00		Beginning of project.
0+45	1	Begin new road approach construction, left. Rebuild road approach to reduce grade, increase width and reduce erosion with new ditching. Proposed enclosure site. Lead off ditch, left. Waste area is a portion of the existing landing as marked.
2+11	2*	Remove 6" pine, 4" pine, 5" pine, 12" fir.
2+95	3*	Remove 24" fir, 20" fir, 18" fir.
3+24	4*	Remove 8" fir.
3+47	5	Construct drainage dip, right.
4+13	6*	Remove 28" fir, 18" fir, 24" fir.
<p>*Stake numbers 2, 3, 4, and 6 are recommend tree removals at BLM discretion and approval only. (imminent windfall and danger trees after construction activity).</p>		
4+37	7	Remove 24" fir.
4+96	8	Remove 10" pine.
5+38	9	Remove 14" pine.

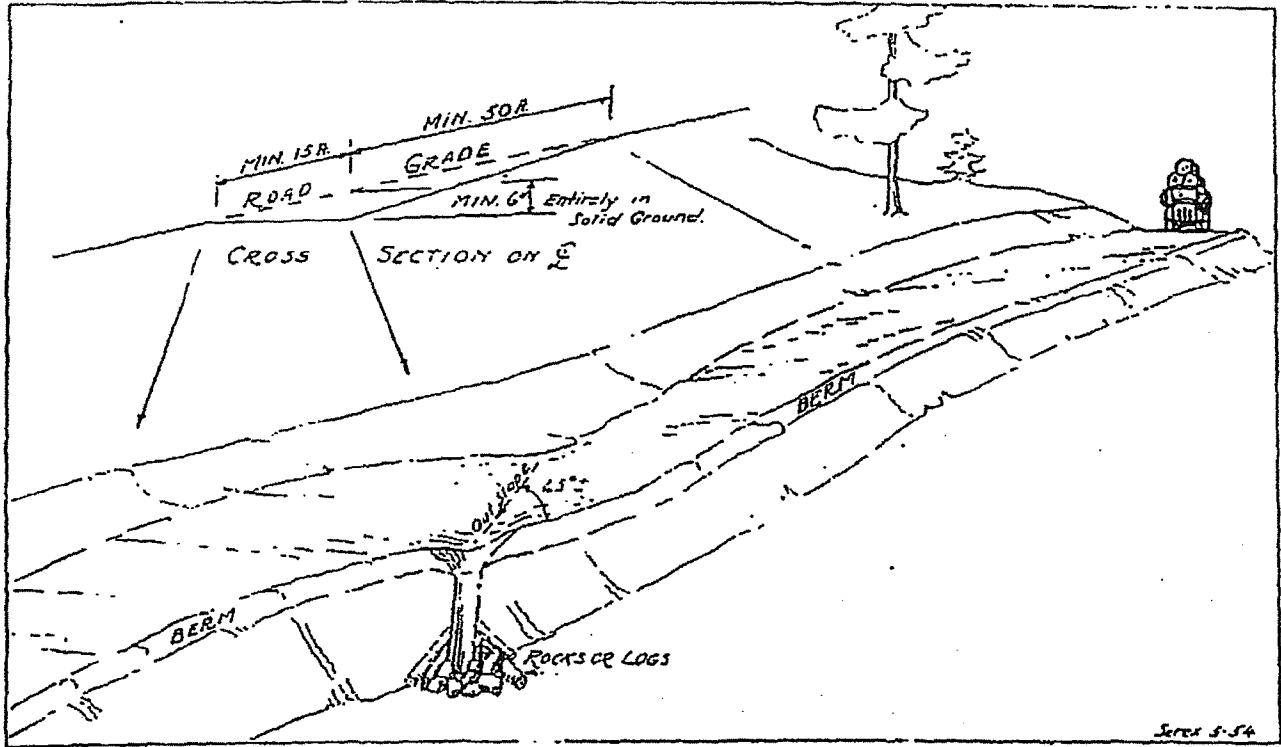
8+42	10	Construct drainage dip, right. Proposed enclosure site.
9+50	11	Remove 10" fir, 14" oak, 12" fir, 10" pine, 14" fir, 8" fir, 10" fir. NOTE: Protect meadow on right ahead. End general reconstruction from 0+00. No sidecast material in meadow area.
13+00	13	Construct drainage dip, right.
13+17	12	Limb for height, remove ribboned trees, 10" oak, 12" oak, 4" oak, 6" oak, 10" oak.
14+87	14	Limb large overhanging branch only on 36" oak on downhill side. Note: Danger tree.
15+66	15	Remove 8" oak on downhill side.
16+25	16	Construct drainage dip, right.
16+49	17	Wildlife tree, do not disturb. Remove large live limb on adjacent oak.
18+25	18	Remove three 8" oaks.
18+64	19	Construct drainage dip, right.
20+43	20	Rock outcrop. Rip/drill and shoot for road width. Save large tree on right. Construct drainage dip, right.
21+74	21	Switchback. Proposed enclosure site. Remove overhanging oak. Remove 14" oak, 12" oak, 8" oak, 14" oak, 12" oak, 10" oak. Limb the marked pine and fir. Reconstruct turnout, flatten tailout. Provide for lead off ditch, right.
22+59	22	Reconstruct for roadway width, limb pines.

25+24	23	Reconstruct for roadway width, limb pines.
25+70	24	Remove overhanging 5 oaks as marked.
28+31	25	Construct 20' wide by 40' turnout left with 10' tapers.
30+19	26**	Construct drainage dip left.
31+95	27**	Reconstruct and straighten curve.
33+46	28**	Construct drainage dip, left.
35+64	29**	Remove 20" oak, 20" oak, 20" fir.
36+25	30**	Construct drainage dip, left.
37+91	31**	Brush both sides and widen.

**Heavy brush on both sides between stakes 26 and 31. Sidecast of excess material is approved.

38+88	32	Switchback. Limb 38" fir for roadway width on tailout. Regrade and widen. Proposed enclosure site.
39+42	Gate	14' wide locked gate.
39+72	33	Limb overhanging oak.
40+72	34	Remove 14" fir, 16" fir, 14" pine. Limb 48" fir on downhill side.
41+71	35	Back slope ditch clean up and widen. BLM decision and to approve sidecast or need to endhaul. Confirm with John McNeal at BLM office. Lots of loose rock material.
45+27	36	Same as above, stake #35.
46+08	37	Limb 48" fir.

Exhibit B - Drainage Dip Best Practices Diagram USDA Forest Service Diagram



47+02

38

Switchback. Remove 18" pine and 12" fir as marked. Rebuild switchback with tailout per design and as approved by BLM. Red and white ribbons are construction limit top of pad. Blue ribbon is clearing limit. See site design plan for further detail.

48+14

39

Proposed PP&L enclosure/transformer site. End PP&L easement.

49+20

40

Remove 24" cedar. Not in site plan design.

Helicopter Staging Area Tree Removal


Tree removal recommendations at helicopter pad are indicated with "H" circled and painted in blue as follows:

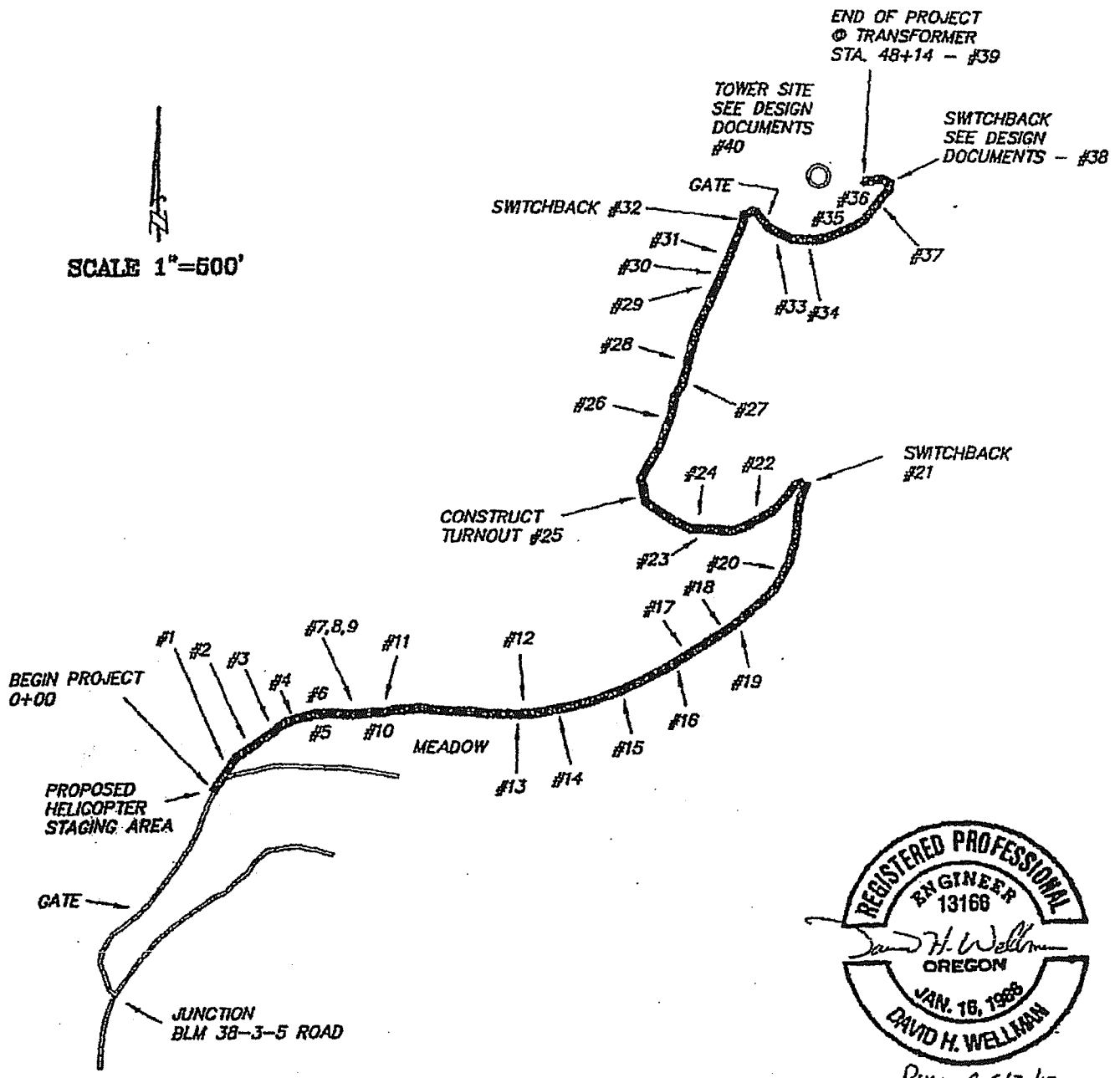
Right side of landing (for room) - 14" oak, 14" pine, 12" fir, 10" pine, 10" madrone.

Left side of landing (for flight approach) - 12" pine, 14" fir, 9" fir, 9" fir, 18" fir, 12" fir, 10" fir, 12" fir, 12" fir.

Red and white candystripe ribbon leads to approach trees to be removed. More or fewer trees may need to be removed at pilot's discretion and as required.

EXHIBIT C ROUTE DIAGRAM


 SCALE 1"=500'



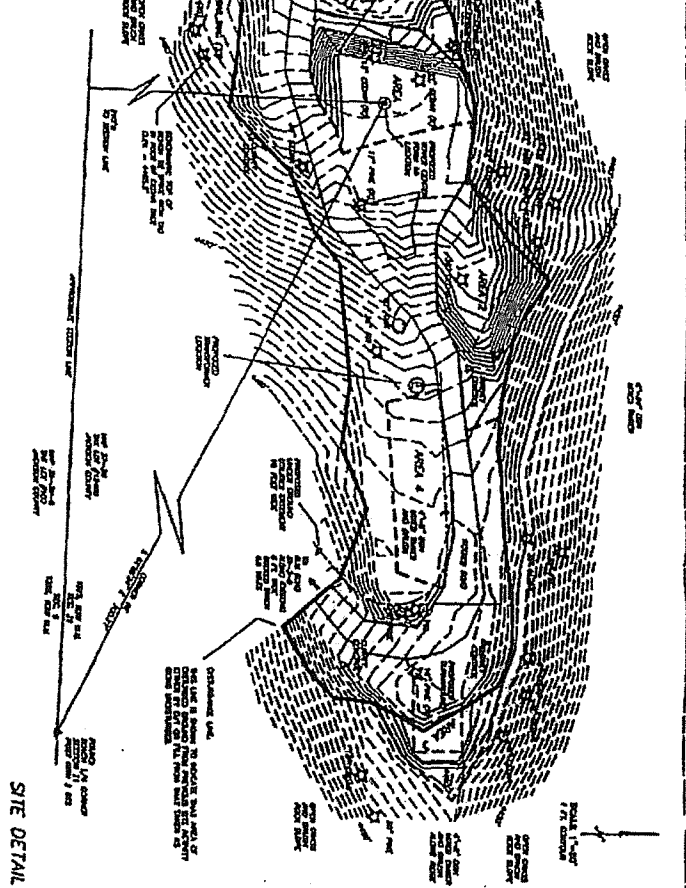

 REGISTERED PROFESSIONAL
 ENGINEER
 13166
David H. Wellman
 OREGON
 JAN. 16, 1988
 DAVID H. WELLMAN
 Renewed 6/30/12

NOTED STAKE POSITIONS
 CORRESPOND TO PRESCRIPTION
 TABLE. GENERAL PRESCRIPTIONS
 APPLY TO ENTIRE ROAD LENGTH.

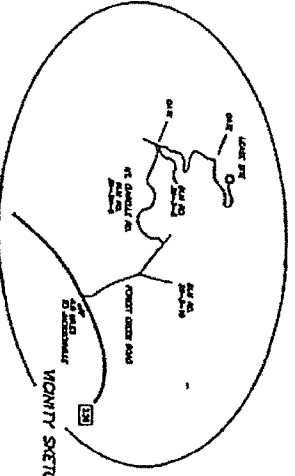
SURVEY IN PP MT. ISABELLE, JACKSON CO., OREGON SE¼ SW¼ SEC. 31 T37S, R3W, W.M.	
CLIENT: PACIFICORP	
DRAWN BY: DHW	D. WELLMAN SURVEYING L.L.C. 90688 NORTHROP DRIVE EUGENE, OR 97402 (541) 984-1442
DATE: 2/9/12	
FILE: DWS\ISABELLE	

LEASING AREA MAP SHOWS LOCATION OF LEASING AREA WITHIN THE COUNTY OF LOS ANGELES, CALIFORNIA. THE LEASING AREA IS SHOWN IN THE CENTER OF THE COUNTY.

LEASE SITE
 LEASING AREA LOCATED AS SHOWN ON MAP AND AS DESCRIBED IN THIS REPORT. THE LEASING AREA IS SHOWN IN THE CENTER OF THE COUNTY.



SITE DETAIL



VICINITY SKETCH

GENERAL DESCRIPTION
 The lease site is located in the center of the county of Los Angeles, California. The site is approximately 100 acres in size and is situated on a hillside. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

GENERAL DESCRIPTION (continued)
 The lease site is situated on a hillside and is surrounded by residential areas. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

GENERAL DESCRIPTION (continued)
 The lease site is situated on a hillside and is surrounded by residential areas. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

GENERAL DESCRIPTION (continued)
 The lease site is situated on a hillside and is surrounded by residential areas. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

GENERAL DESCRIPTION (continued)
 The lease site is situated on a hillside and is surrounded by residential areas. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

CONCLUSIONS
 The lease site is situated on a hillside and is surrounded by residential areas. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

CONCLUSIONS (continued)
 The lease site is situated on a hillside and is surrounded by residential areas. The site is bounded by the following:

- North: 100' of the County of Los Angeles
- South: 100' of the County of Los Angeles
- East: 100' of the County of Los Angeles
- West: 100' of the County of Los Angeles

PROPERTY DEVELOPMENT PLAN

SITE ADDRESS: 37-38 71 E 81st AVE
 CITY: LOS ANGELES, CALIF.

DATE: 1/7



REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

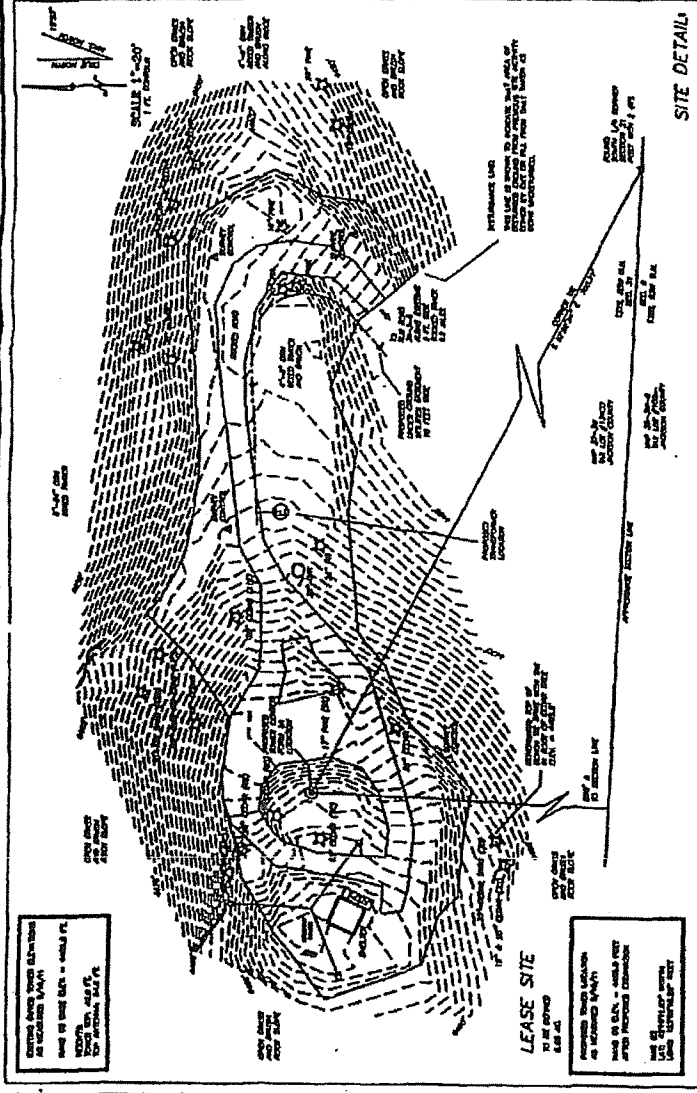
PACIFICORP
 1000 WILSON BLVD
 LOS ANGELES, CALIF. 90017

ARCHITECT
 1000 WILSON BLVD
 LOS ANGELES, CALIF. 90017

ENGINEER
 1000 WILSON BLVD
 LOS ANGELES, CALIF. 90017

PACIFICORP 1000 WEST 10TH AVENUE DENVER, COLORADO 80202	A RELIABLE INSTRUMENT HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF GARFIELD, COLORADO, UNDER THE FOLLOWING INSTRUMENT NUMBER: 1000-1000-1000-1000	RECEIVED BY THE COUNTY OF GARFIELD REGISTERED OFFICE DENVER, COLORADO	SITE LOCATION MAP AND LOT 37-31-11, R. 12400 SITE NAME PP MT. ISABELLE SITE ADDRESS	JACOBSONVILLE OF P.O. BOX 1000 DENVER, COLORADO	PROJECT NO. 1000-1000-1000-1000
					PROJECT NAME PACIFICORP SECURITY

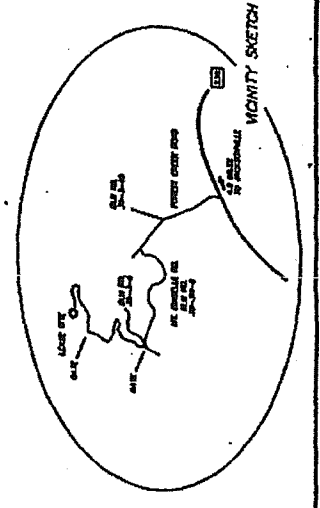
PROPERTY DESCRIPTION:
 DESCRIBED AS INTEREST IN LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



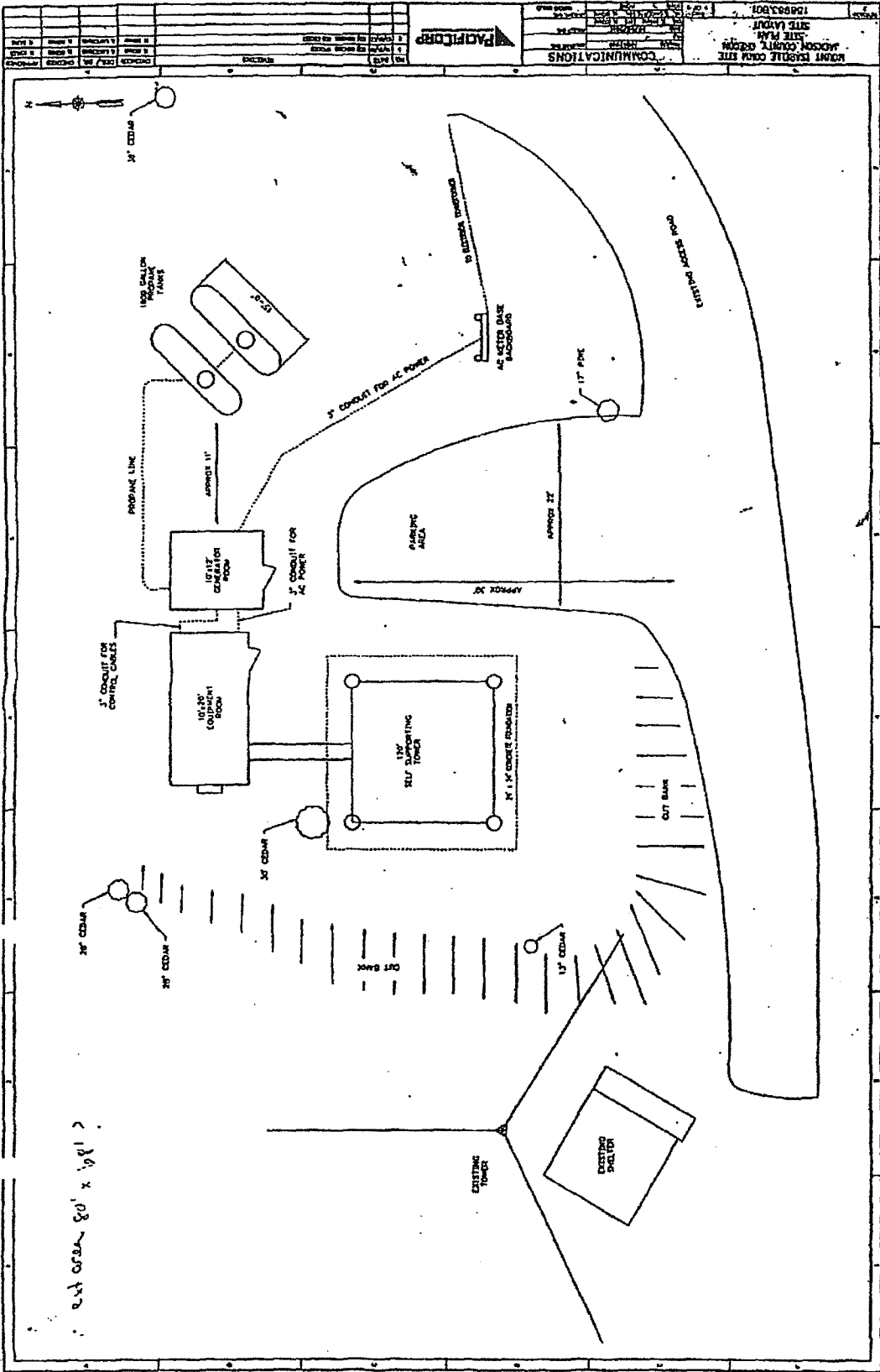
SITE DETAILS

THE SITE IS A 100-ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, T12N, R12400E, COUNTY OF GARFIELD, COLORADO. THE SITE IS BOUNDARY BY THE STATE OF COLORADO TO THE NORTH, THE COUNTY OF GARFIELD TO THE EAST, AND THE COUNTY OF GARFIELD TO THE SOUTH. THE SITE IS BOUNDARY BY THE STATE OF COLORADO TO THE WEST.

THE SITE IS A 100-ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, T12N, R12400E, COUNTY OF GARFIELD, COLORADO. THE SITE IS BOUNDARY BY THE STATE OF COLORADO TO THE NORTH, THE COUNTY OF GARFIELD TO THE EAST, AND THE COUNTY OF GARFIELD TO THE SOUTH. THE SITE IS BOUNDARY BY THE STATE OF COLORADO TO THE WEST.



- LEGEND**
- ◆ PROPERTY BOUNDARY
 - ADJACENT PROPERTY
 - LOCAL HIGHWAY
 - COUNTY HIGHWAY
 - STATE HIGHWAY
 - MOUNTAIN RANGE
 - WELL
 - BUILDING
 - UTILITY POLE
 - SURVEY POINT



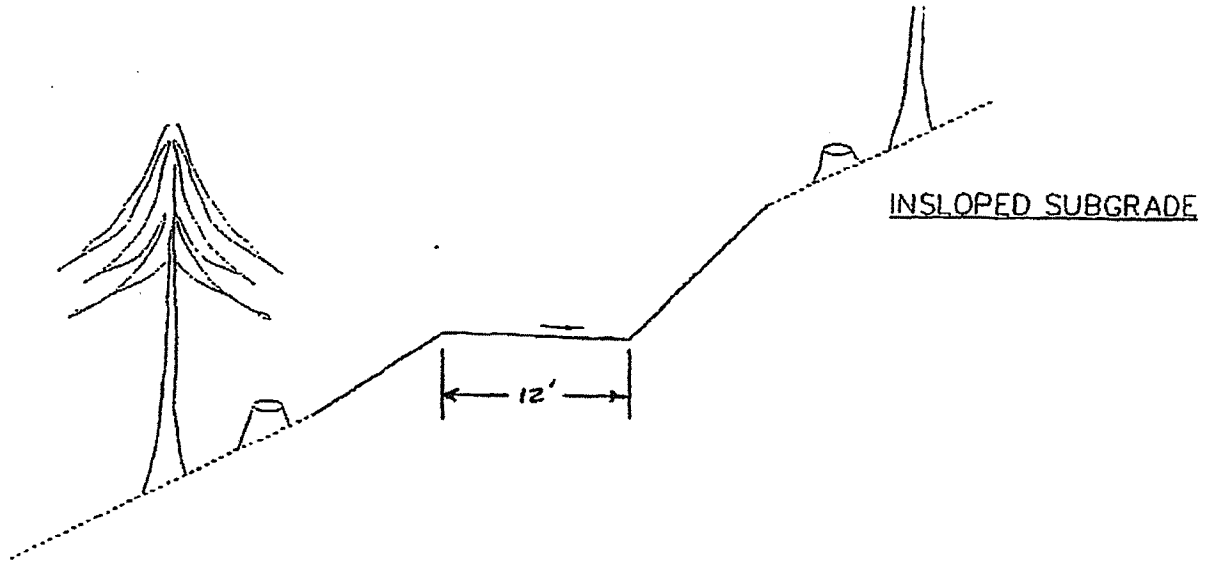
ext area 80' x 101'?

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10	NO. 11	NO. 12	NO. 13	NO. 14	NO. 15	NO. 16	NO. 17	NO. 18	NO. 19	NO. 20	NO. 21	NO. 22	NO. 23	NO. 24	NO. 25	NO. 26	NO. 27	NO. 28	NO. 29	NO. 30	

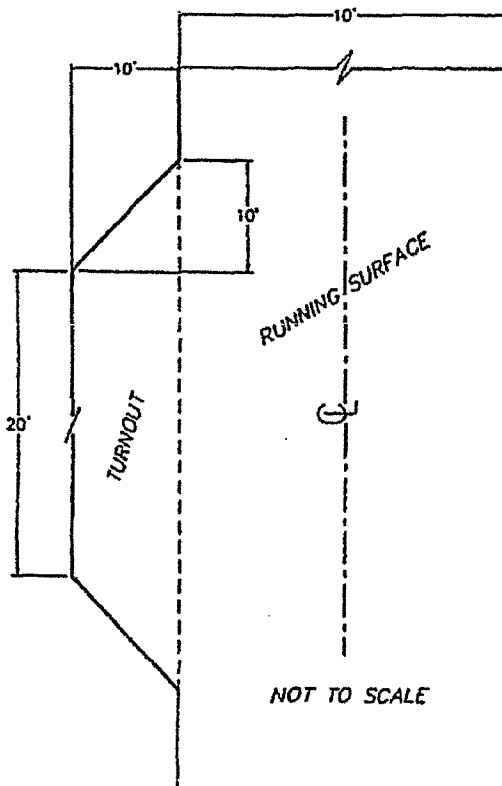
COMMUNICATIONS

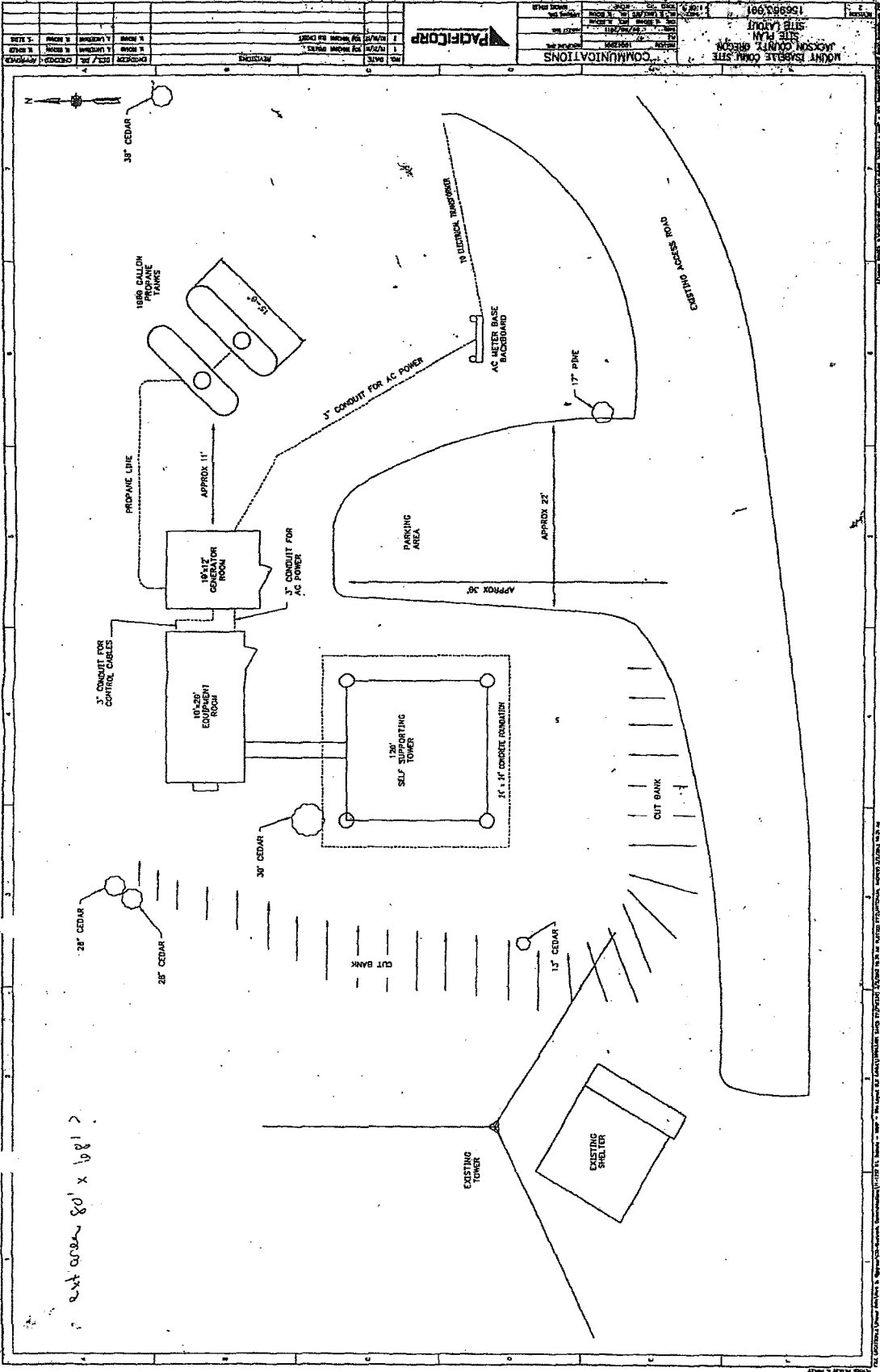
WEST ISHIE CO. SITE
 MOON COUNTY, OHIO
 SITE PLAN
 10/25/2002

Exhibit A - Road Template Diagrams:
Insloped Road and Turnout Template



**TYPICAL TURNOUT
L / R**

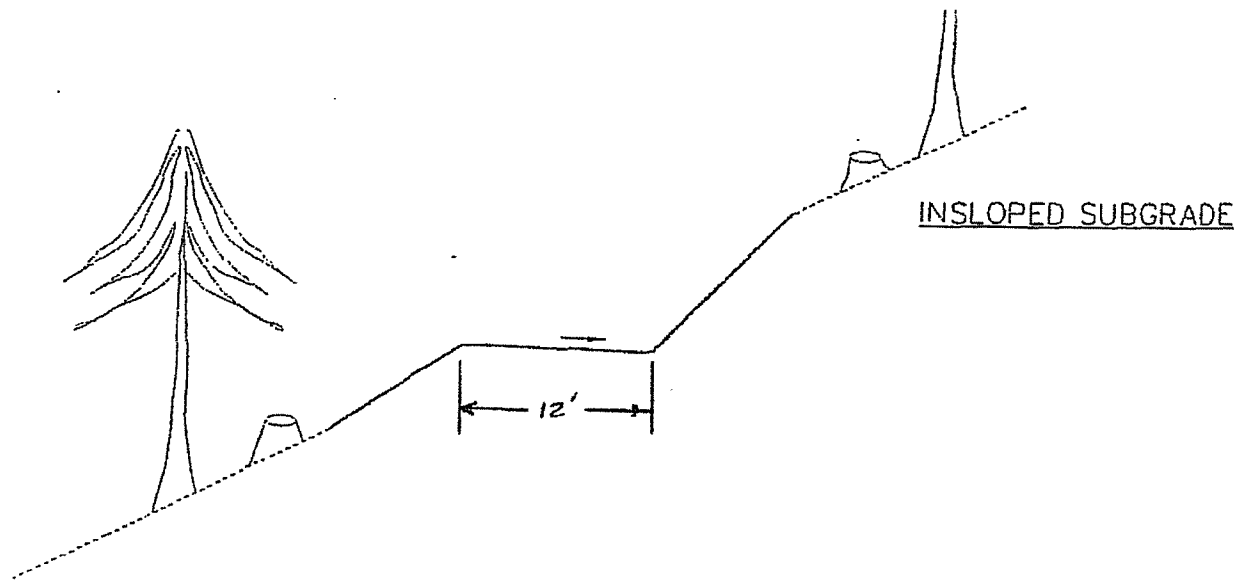




ext area 80' x 100'

5

Exhibit A - Road Template Diagrams:
Insloped Road and Turnout Template



TYPICAL TURNOUT
L / R

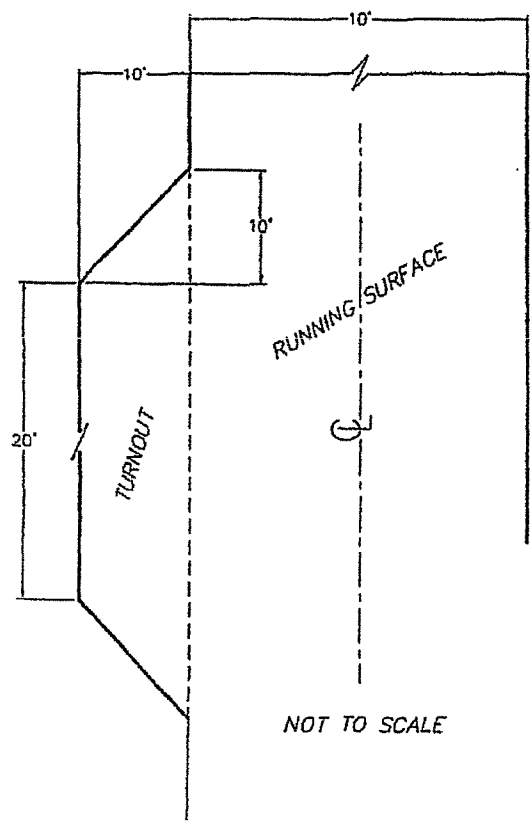


Exhibit D
OR-067179

Mt Isabelle
PacifiCorp – Plan of Development

1. Purpose and Need of the Facilities

PacifiCorp currently operates mobile radio and low capacity microwave radio from Mt. Isabelle site. The antennas for these uses are located on an existing guyed tower that is owned by the Oregon State Police (OSP). The mobile radio and low capacity microwave radios are housed in a building that is also owned by the OSP. OSP and Oregon Department of Transportation (ODOT), presently operate mobile radio from this site. PacifiCorp is mandated by the Federal Communications Commission (FCC), as are other companies and government agencies, to narrowband it's mobile radio system by the end of 2012. To do so, PacifiCorp will be installing new mobile radios and antennas. The new mobile radio system will also necessitate a different microwave system with new radios and antennas in order to increase capacity and change from analog to digital. The change in antenna types, quantity and size cannot be supported by the existing guyed tower or building at Mt. Isabelle. Therefore PacifiCorp is proposing to construct a new site consisting of a new 120' steel self supporting tower, one 10'x 20' pre-fabricated equipment building, one 10'x 12' pre-fabricated generator building and two 1000 gallon propane fuel tanks.

The proposed tower will be used to support PacifiCorp's mobile radio antennas. The tower design will also accommodate the mobile and microwave antenna needs of OSP and ODOT. The tower will be structurally designed for the additional capacity. The tower will be 120' in height, have four sides and a base width of approximately 17' x 17'. The exact size of the tower foot print and foundation is unknown at this time because the order has not yet been placed with a tower vendor but can be confirmed at a later date once the tower is designed. The concrete foundation beneath the tower will be approximately 24'x24'x2' and approximately 45 cubic yards of concrete will be used.

Two pre-fabricated buildings will also be installed. One building will be 10'x20' and will house both PacifiCorp's and the State of Oregon's (OSP/ODOT) radios and other electronics. The second shelter will be 10'x12' and house a 35 KW emergency generator for backup power in case of a power outage. Both shelters will set on concrete foundations. The building exteriors will be aggregate and "desert brown" in color.

Two 1000 gallon propane tanks will be installed and will be set on concrete foundations. The propane tanks will fuel the generator in case of a power outage.

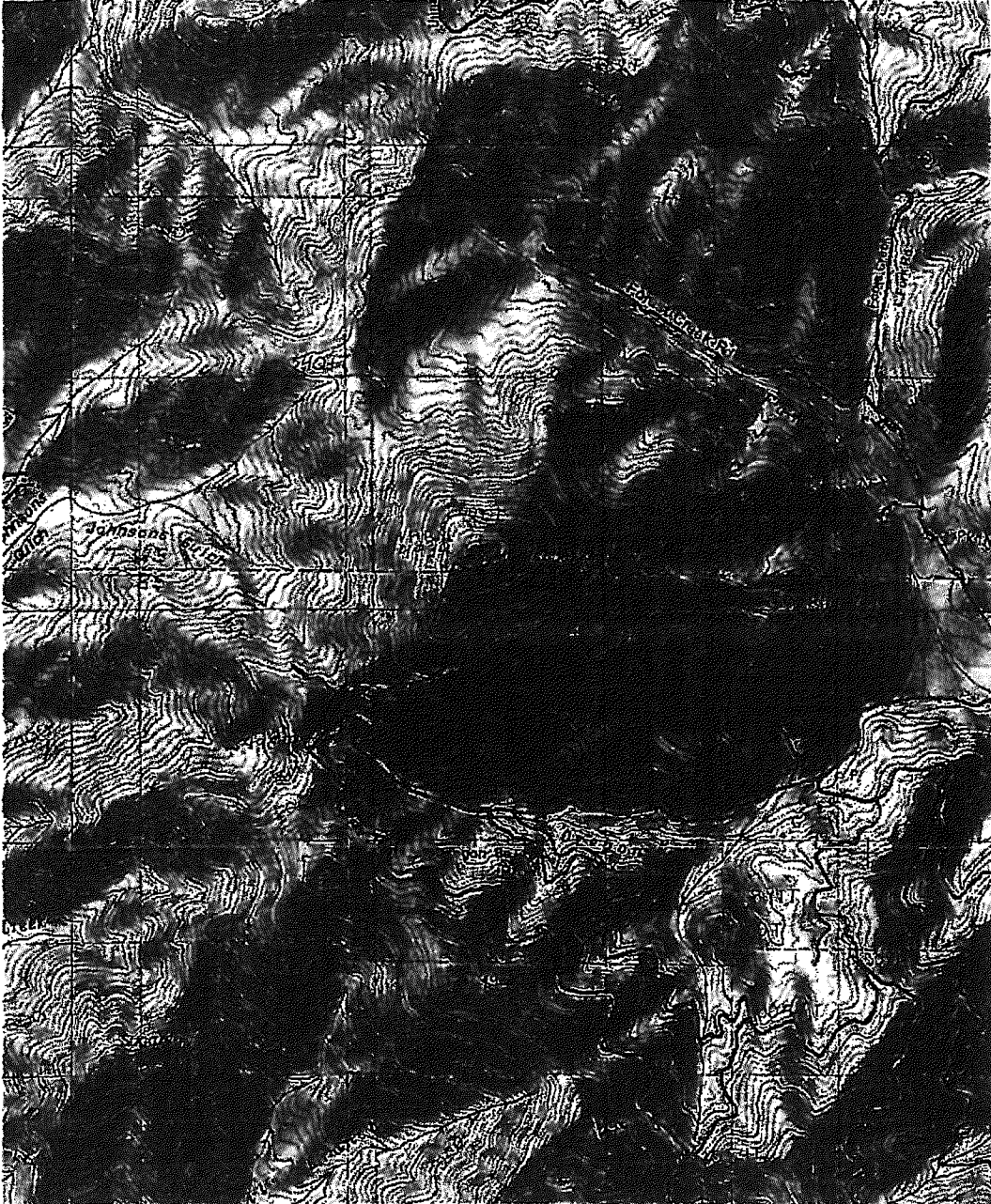
No other alternatives to Mt. Isabelle have been explored. The elevation, location and coverage ability of this hilltop satisfies PacifiCorp's needs in this area. Relocation of this site would result in loss of coverage and adversely affect public safety as it pertains to group communications.

2. Right-of-Way Location

Tower coordinates: N 42 18 11.7, W 123 06 16.3

Legal description: Tax Lot 12400, SE ¼ SW ¼, Section 31, T. 37 S., R. 3 W., W.M., Jackson County, Oregon.

Drawings: See attached Site Plan, Survey, Site Development Plan and Road Reconstruction Plan.



3. Facility Design Factors

The proposed tower will be designed to the latest design standards utilized by the communications tower industry. The tower will be manufactured by either Sabre or Valmont which are both recognized tower manufacturers who will also be providing the concrete tower foundation design. The tower manufacturer will design the foundation based on the findings of the geotechnical investigation report of soil conditions. All tower steel will be protected by hot-dipped galvanizing.

The excavation that will take place as part of the site construction is shown on the Site Development Plan. Four areas have been identified on this plan. There is the main excavation area, Area 1, and Area 2 which is the location proposed for the excavated spoils. Area 4 will also receive spoils from the excavated area and has previously been disturbed. Area 3 and 4 will both act as turn around and staging areas.

4. Additional Components

In addition to the construction of the site itself, reconstruction of the last section of the access road is proposed (approximately 0.91 miles). Please see the Reconstruction Plan for details of this work. The proposed reconstruction of the road is necessary for construction access, maintenance vehicles such as propane delivery and delivery of the new shelters. The road reconstruction will not be sufficient for the delivery of concrete and tower materials to the site. This will most likely be done by a helicopter.

Ancillary to the site and road work is the construction of a power line. The power line construction is covered under a separate BLM application per the request of the BLM.

5. Government Agencies Involved

The following agencies will be conferred with:
Bureau of Land Management
Federal Communications Commission
Federal Aviation Administration
State of Oregon

6. Construction of Facilities

The construction of the new site will most likely require the use of a helicopter to deliver concrete, structural steel and any other components that cannot fit into a standard four wheel drive pickup. A temporary helicopter staging area is described in the Access Reconstruction Plan. This would result in a short helicopter flight which ultimately would reduce the number of trips needed to the mountaintop and shorten overall construction time.

The shelters will be brought up the road on special trailers towed by construction equipment. None of the existing facilities surrounding the proposed tower site are fenced and therefore no fencing of the new is proposed.

Construction of the site will begin with laying out the construction area. Once the area is staked and flagged, minor clearing can begin with a track hoe or similar. The Construction equipment will be off loaded at the helicopter staging area and be driven up to the site due to the access road being non-accessible for large trucks/trailers. Once the minor clearing is completed the excavation of the areas for the tower and building foundations will begin with a track hoe or similar. Small frontend (Bobcat type) loaders may also be utilized to move material. Material will be moved to Areas 2 and 4 as depicted on the Site Development Plan. Once the tower and building foundation areas have been dug, rebar will be placed within the holes and any concrete formwork can be put into place. During this time a four to six man crew, pickup trucks and excavation equipment will be on site.

With the rebar and forms in place, the concrete can be poured. This will be done by helicopter. Concrete trucks will deliver concrete to the staging area. From the staging area, concrete can be flown directly to the tower site. It is anticipated that this effort will take one day and numerous helicopter trips. The precise number of trips is unknown until the availability and type of helicopter to be used becomes secured. This work will require the coordination of several people working at both the helicopter staging area and the tower site.

Once the concrete is poured and cured the foundations can be back filled and preliminary grading of the area can be done. The total time involved in concrete placement and preliminary grading of the area is estimated to be 3 to 6 days.

Erection of the tower can begin after the concrete is cured. The tower will be constructed in sections on the ground. Once all or most of the sections are put together they can be lifted into place by a helicopter and bolted together. Erection of the tower is expected to take 6 days. The shelters will also be set in place and a crane may be used for this. After the major components are in place conduits, grounding and other ancillary portions of the site can be installed.

After all construction activities are complete the area will be graded and compacted as required. Gravel will be added to the facility.

During the course of construction, safety will be of utmost importance. Daily safety "tailgate" meetings will be held to evaluate the day's activities. All tower work will be done in compliance with OSHA standards and anti-fall devices will be mandatory at all times. Safety gear will be used.

The use of toxic substances during the course of construction is not anticipated. Silt screens may be used at the construction site as well as at the staging area if needed.

During the course of the construction PacifiCorp will have an on-site inspector.

7. Resource Values and Environmental Concerns

The proposed site is located next to an existing tower and communications building on Mt. Isabelle and it appears to be the highest and best use of the area. Access to the site is controlled by two locked gates and keys to those gates are restricted to users and the BLM. The construction of an additional tower should not pose a threat to public health or safety.

Conflicts with environmental resources will be limited to the site, road and staging areas. Runoff will be controlled by silt screens. Debris and excess concrete will be removed.

8. Stabilization and Rehabilitation

It is planned to utilize excavated material taken from the site as backfill and overburden. Additional material will be placed as shown on the Site Development Plan. Access to the site is limited by road conditions and locked gates.

9. Operation and Maintenance

The new site will require periodic maintenance including the filling of the propane tanks. The site creates no substances nor does it require special treatment. Yearly visual inspections will be performed with periodic tower structural inspections. Access to the site will only be needed for installation or removal of antennas or equipment with such access possible by four wheeled drive vehicles.

10. Termination and Restoration

It is anticipated that the useful life of this site will be 30 to 40 years. If the use of the site is no longer needed it can be disassembled and removed. The foundations will be ground down below the surface and the area reseeded. Any excess material can be removed.

EXHIBIT C
PREMISES and LESSEE'S EQUIPMENT

Lessee may install the following Lessee's Equipment on the Premises as follows:

In the equipment shelter and generator building:

- Five (5) standard rack spaces for Lessee's communication equipment and one (1) for battery distribution.
- Miscellaneous equipment including, branch circuits and coax cable runs.

Location of all the above to be reasonably determined by Lessor; rack space shown on diagram following the antenna descriptions.

On the Tower:

The antenna makes, models, mounting position, sizes, height, ice shield height, azimuth, transmit and receive frequencies as shown on the following page.

	Antenna 1	Antenna 2	Antenna 3	Antenna 4	Antenna 5	Dish 1	Dish 2	Dish 3
Agency	OSP	OSP	OSP	ODOT	ODOT	ODOT	ODOT	ODOT
Band	VHF High	VHF High	VHF High	VHF High	VHF High	Lower 6 GHz	Lower 6 GHz	Lower 6 GHz
System	Central Point Rptr	Grants Pass Rptr	Grants Pass CX	Central Point Rptr	Fiddler CX	State Radio Project	State Radio Project	State Radio Project
Antenna Descrip.	2-Bay Dipole	2-Bay Dipole	Log Periodic	Bi-direct. Dipole	Log Periodoic	6' Dish w/ radome	6' Dish w/ radome	6' Dish w/ radome
Antenna Make	Sinclair	Sinclair	Scala	Sinclair	Scala	Andrew	Andrew	Andrew
Antenna Model	SD212-HF2P2LDF	SD212-HF2P2LDF	CL7-150-URM	SD235	CL7-150-URM	HP6-59	HP6-59	HP6-59
Antenna Size	120" X 27.3" X 5.8"	52" X 52" X 26.5"	53.3" X 40.3"	168" X 32" X 32"	59" X 9" X 8"	83.5" X 81.5" X 34.6"	83.5" X 81.5" X 34.6"	83.5" X 81.5" X 34.6"
Mounting Ht for Vhf/Whip Ant and Centerline for MW)	90'	95'	40'	70'	45'	75'	90'	60'
Antenna Height to tip	100'	100'	45'	84'	50'	79'	94'	64'
Tower Leg	NW	SW	SW	NE and NW	NW	SE	NE	NE
Ice Shield Height	N/A	N/A	N/A	N/A	N/A	80'	95'	65'
Azmiuth	80°	300°	300°	90° and 270°	264°	77.9°	102.82°	102.82°
Transmit Freq.	154.680 MHz	154.785 MHz	159.210 MHz	158.820 MHz	151.055 MHz	6226.89 MHz	6404.79 MHz	N/A
Receive Freq.	159.030 MHz	159.210 MHz	154.785 MHz	151.055 MHz	158.820 MHz	5974.85 MHz	6152.75 MHz	6152.75 MHz

