

Categorical Exclusion (CX) — Communication Use Lease Amendment N-43022/E/ for installation of a new generator, propane tank, Underground Conduits, Cables and Related Appurtenances.

A. Background

NEPA NUMBER: DOI-BLM-NV-S010-2012-0104-CX

On November 18, 1985, Nevada Power Company d/b/a, NV Energy, applied for a Communication Use Lease (Lease) for a Microwave and VHF radio facility at the Christmas Tree Pass Communications Site. The request consisted of the construction and installation of a 12' x 20' prefabricated building, 60-foot microwave antenna tower, 300-gallon propane tank, access road and power line. On August 27, 1986 the Lease was granted. November 7, 1990, the Lease was amended to remove the Proof of Construction requirement from the Terms and conditions of the Grant. August 10, 1992, the Lease was amended to add two transmitters to the Communications Site. December 6, 1993, the Lease was amended to increase the rental payment by 10% due to a Congressional Mandate. June 18, 1998, the Lease was further amended to allow subleasing authority to telecommunication users and to serve as site facility manager. Currently, NV Energy has applied for an amendment to Lease N-43022 to remove an existing generator currently located inside the existing enclosure and to install a new generator, an additional 500-gallon propane tank, two 3/4 inch underground propane fuel lines and underground electrical wire. The amendment to the Lease is assigned serial number N-43022/E/.

BLM Office:

Bureau of Land Management
Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, Nevada 89130
LLNVS01000

Lease/Serial/Case File No.:

N-43022/E/

Proposed Action Title/Type:

Communication Use Lease Amendment to N-43022 to remove existing generator, add new generator, additional 500-gallon propane tank, propane fuel lines and underground electrical distribution lines. The amendment is assigned serial number N-43022/E/.

Location of Proposed Action:

Located in Southern portion of Clark County just North of Laughlin Hwy. and East of US 95 within the Christmas Tree Pass Communications Site.

LEGAL DESCRIPTION:

Mount Diablo Meridian, Nevada, T. 31 S., R. 65 E., section 16, E1/2SW1/4NW1/4. Approximately 0.01 acres being disturbed in the already existing .39 acres. There is no new disturbance.

Description of Proposed Action:

Description: NV Energy has applied for a Communication Use Lease (Lease) amendment to remove the existing generator located inside the building, add a new generator, new 500-gallon propane tank, underground propane fuel lines and underground electrical distribution lines. These improvements are necessary to sustain critical infrastructure operations during the high heat of the summer. The existing generator cannot be adequately cooled inside the building and the additional propane tank is needed to extend emergency operation capability at the site for up to three full days.

The area is already disturbed due to being an active communications site for NV Energy as well as the State of Arizona. All construction will occur within the fenced communication site area and existing permitted access to the site will be used. due to the small size of this site, minimal grading activity will occur.

CONSTRUCTION: The construction crew will consist of 5 to 6 persons, using 5 to 6 vehicles including a few pick-up trucks, a dangle digger with pole trailer, pole digging rig, boom truck/crane, small front end loader and a backhoe. They will adhere to local and state regulations to trench and install the conduits and cables. Construction contractors will implement dust abatement as required by Air Quality Regulations.

This is a CX per 516 DM 11.9 E. Realty (13) "Amendments to existing rights-of-way, such as the upgrading of existing facilities, which entail no additional disturbances outside the right-of-way boundary." This lease amendment lies within NV Energy's currently permitted area within the Christmas Tree Pass Communication Site.

B. Land Use Plan Conformance

Land Use Plan Name:

Las Vegas Resource Management Plan and Final Environmental Impact Statement (RMP), and the Record of Decision for the Approved Las Vegas Resource Management Plan and Final Environmental Impact Statement.

Date Approved/Amended:

RMP dated October 5, 1998.

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions) :

The proposed action is in conformance with the applicable RMP because it is clearly consistent with the following LUP decision(s):

Rights-of-Way Management. Objective: RW-1. "Meet public demand and reduce impacts to sensitive resources by providing an orderly system of development for transportation, including legal access to private inholdings, communications, flood control, major utility transmission lines, and related facilities."

Management Direction. Objective: RW-1-h. "All public land within the planning area, excepted as stated in RW1-c through 1-g, are available at the discretion of the agency for rights-of-way under the authority of the Federal Land Policy Management Act."

C. Compliance with NEPA:

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, E. (13) "Amendments to existing rights-of-way, such as the upgrading of existing facilities, which entail no additional disturbances outside the right-of-way boundary."

Located within the current permitted boundary of N-43022.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed, and none of the extraordinary circumstances described in 516 DM 2 apply.

Comments providing substantive new information relevant to the analysis and mitigation measures have been incorporated into the Exhibit A stipulations which are attached to this document.

I have reviewed the plan conformance statement and have determined that the proposed action is in conformance with the approved land use plan and that no further environmental analysis is required.

D. Approval and Contact Information



07-23-2012

Date

Program Manager
Power Project Team
Division of Lands

Contact Person

Cheri B Woodward, Realty Specialist

Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, Nevada 89130
phone: 702-515-5000

Exhibit A
Stipulations N-43022/E/

1.0. Special Stipulations

- 1.1. The holder shall construct, install, operate, and maintain their equipment in accordance with the Motorola R56 Standards (Release 68P81089E50-B, 9/1/2005, or later applicable version) and/or other applicable recognized industry standards, as determined by the Bureau of Land Management (BLM) Authorized Officer.
- 1.2. A Notice to Proceed will be issued for the project once the following documents have been received and approved by the Authorized Officer:
 - Reclamation Bond
- 1.3. A Performance and Reclamation bond, in an amount determined by the Authorized Officer, shall be obtained by the holder to ensure compliance with the terms and conditions of this instrument. The Authorized Officer will require that the holder submit a Reclamation Cost Estimate for review and to assist the Authorized Officer in determining the bond amount. The holder shall provide the Authorized Officer proof that a bond in the required amount has been obtained prior to receiving a Notice to Proceed or at such earlier date as may be specified by the Authorized Officer. The bond must be maintained in effect until removal of improvements and restoration of the right-of-way authorization has been accepted by the Authorized Officer. Acceptable bond instruments include cash, cashier's or certified check, certificate or book entry deposits, negotiable U.S. Treasury securities (notes, bills, or bonds) equal in value to the bond amount, surety bonds from the approved list of sureties (U.S. Treasury Circular 570) payable to the Bureau of Land Management, irrevocable letters of credit payable to the BLM issued by financial institutions that have the authority to issue letters of credit and whose operations are regulated and examined by a federal agency, or a policy of insurance that provides BLM with acceptable rights as a beneficiary and is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction and whose insurance operations are regulated and examined by a federal or state agency. The BLM will not accept a corporate guarantee as an acceptable form of bond. The Authorized Officer will not accept a letter of credit as an acceptable form of bond. The Authorized Officer will review the bond as needed to ensure adequacy of the bond amount. The bond will also be reviewed at the time of any assignment, modification, or renewal of this authorization. The Authorized Officer may increase or decrease the bond amount at any time during the term of the right-of-way authorization, consistent with the regulations.

The holder agrees that any bond held as security for holder's performance of the terms and conditions of this instrument may, upon failure on the holder's part to fulfill any of the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be needed to the satisfaction of the holder's obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

Should the bond delivered under this authorization become unsatisfactory to the Authorized Officer, the holder shall, within 30 calendar days of demand, furnish a new bond. In the event of noncompliance with the terms and conditions of this instrument, the BLM will notify the holder that the surety or other bond instrument is subject to forfeiture and will allow the holder 15 calendar days to respond before action is taken to forfeit the bond and suspend or terminate the authorization.

- 1.4. Should a Desert Tortoise enter the project area, all activities will immediately stop until such time as the animal has left the area of its own accord.
- 1.5. A speed limit of 25 miles per hour shall be required for all vehicles traveling on the existing access road.
- 1.6. Workers will be instructed to check underneath all vehicles before moving them as tortoises often take cover underneath parked vehicles.

2.0. General Stipulations

- 2.1. The Lease is issued subject to all valid existing rights.
- 2.2. No signs of advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
- 2.3. The Lease shall be maintained in a sanitary condition at all times. Waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste", as used in this paragraph, shall mean all discarded matter of any kind.
- 2.4. Lessee shall mark the exterior boundaries of the Lease with stake and/or lath at 100 to 200 foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Lessee. Lessee shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.
- 2.5. Lessee shall conduct all activities associated with construction, operation, maintenance and termination of this Lease within its authorized limits.

- 2.6. Lessee shall maintain the Lease in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, soil stabilization.
- 2.7. Lessee shall maintain a copy of the authorization along with stipulations on the construction site at all times. In the event that the public land underlying the Lease area encompassed in this Lease, or a portion thereof, is conveyed out of Federal ownership and administration of the Lease or the land underlying the Lease is not being reserved to the United States in the patent/deed and/or the Lease is not within a right-of-way corridor being reserved to the United States in the patent/deed, the United States waives any right it has to administer the Lease, or portion thereof, within the conveyed land under Federal laws, statutes, and regulations, including the regulations at 43 CFR Part 2800, including any rights to have the Lessee apply to BLM for amendments, modifications, or assignments and for BLM to approve or recognize such amendments, modifications, or assignments. At the time of conveyance, the patentee/Lessee, and their successors and assigns, shall succeed to the interests of the United States in all matters relating to the Lease, or portion thereof, within the conveyed land and shall be subject to applicable State and local government laws, statutes, and ordinances. After conveyance, any disputes concerning compliance with the use and the terms and conditions of the Lease shall be considered a civil matter between the patentee/Lessee and the Lessee.
- 2.8. Within 90 days of construction completion, the Lessee shall provide the Authorized Officer with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the Lease:
- Acceptable data formats are:
Corrected Global Positioning System files with sub-meter accuracy or better, in UTM NAD 83; Zone 11;
ARCGIS export files on a CD ROM, shapefile, geodatabase.
- Data may be submitted in any of the following formats:
ARCGIS interchange, shapefile or geodatabase format.
CD ROM in compressed or uncompressed format.
- All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (702) 515-5000.
- 2.9. The Lessee shall notify the authorized officer of any change of mailing address.
- 2.10. The United States retains the right to authorize use of the Lease for other compatible uses (including the subsurface and air space).

- 2.11. Lessee shall have a site management plan approved before any construction, operation, maintenance, or termination activities take place. A notice to proceed shall not be issued until the site management plan is approved in writing by the authorized officer.

3.0. Air Quality

- 3.1. The Lessee shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable federal, state, or local laws or regulations. The Lessee shall be responsible for dust abatement within the limits of the Lease and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Lessee shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the Lease.

Notwithstanding whether a violation of any air quality permit, law or regulation results, the Lessee will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Lessee.

Prior to relinquishment, abandonment, or termination of this Lease, the Lessee shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

- 3.2. During excavation, backfilling, and contouring, the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.

4.0. Cultural

- 4.1. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Lessee, or any person working on his behalf on public or Federal lands shall be immediately reported to the Authorized Officer. Lessee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Lessee will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Lessee. Lessee shall be responsible for the resultant mitigation costs.

5.0. Hazardous Material/Pesticides/Liability

- 5.1. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the Lease area at any time by the Lessee. The Lessee shall immediately report any release of hazardous substances (leaks, spills, etc.) caused by the Lessee or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.
- 5.2. The Lessee shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the Lease potentially affecting the Lease of which the Lessee is aware.
- 5.3. As required by law, Lessee shall have responsibility for, and shall take all action(s) necessary to fully remediate, and address the hazardous substance(s) on or emanating from the Lease area.
- 5.4. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Lessee shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer.

The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this Lease.

- 5.5. The Lessee shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Lessee agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the Lease), the United States against any liability arising from the Lessee's use or occupancy of the Lease, regardless of whether the Lessee has actually developed or caused development to occur on the Lease, from the time of the issuance of this Lease to the Lessee, and during the term of this Lease. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to

whether the liability is caused by the Lessee, its agents, contractors, or third parties. If the liability is caused by third parties, the Lessee will pursue legal remedies against such third parties as if the Lessee were the fee owner of the Lease.

Notwithstanding any limits to the Lessee's ability to indemnify and hold harmless the United States which may exist under state law, the Lessee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Lessee's use or occupancy of the Lease regardless of whether the Lessee has actually developed or caused development to occur on the Lease from the time of the issuance of this Lease to the Lessee and during the term of this Lease.

6.0. Survey Monuments

- 6.1. Lessee shall protect all survey monuments found within the authorization area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any of the above are to be disturbed during operations, the Lessee shall secure the services of a Professional Land Surveyor or Bureau cadastral surveyor to perpetuate the disturbed monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States and Nevada Revised Statutes, Chapter 329, Perpetuation of Corners. The Lessee shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monuments, the Lessee shall be responsible for the survey cost.

7.0. Vegetation/Noxious Weeds/Land Surface Treatment/Soil/Water/Riparian

- 7.1. The Lessee shall be responsible for weed control on disturbed areas within the limits of the Lease. The Lessee is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the Lease stipulations.
- 7.2. Present and future weed monitoring and weed abatement activities are the responsibility of the Lessee. Soil disturbance is not expected to encourage noxious weed establishment, but weed control is to be closely monitored and executed at the time of construction and the following three growth seasons. Participants shall remove soil and vegetation from vehicles, personnel, and equipment before entering and upon leaving the work site, as standard practice to prevent the establishment and transportation of noxious weeds.
- 7.3. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.
- 7.4. Soil/Water/Riparian: If work is to occur in Ephemeral channels, need to consult with Army Corp of Engineers (ACOE) and Nevada Department of Environmental Protection (NDEP). If drilling boreholes, Lessee needs to follow Nevada Administrative Code (NAC) protocols for drilling.

8.0. Migratory Birds

- 8.1. To prevent undue harm, habitat-altering projects or portions of projects should be scheduled outside bird breeding season. In upland desert habitats and ephemeral washes containing upland species, the season generally occurs between March 1st and August 30th.

If a project that may alter any breeding habitat has to occur during the breeding season, then a qualified biologist must survey the area for nests prior to commencement of construction activities. This shall include burrowing and ground nesting species in addition to those nesting in vegetation. If any active nests (containing eggs or young) are found, an appropriately-sized buffer area must be avoided until the young birds fledge.

9.0. Threatened and Endangered Species

None are impacted by the action, but Lessee must abide by the terms and conditions of Biological Opinion 1-5-97-F-251, on file with the BLM Las Vegas Field Office.

COMMUNICATION SITE LEASE STIPULATIONS

1.0. General Conditions

- 1.1. This Lease is for the construction and utilization of the structures and facilities described on the face of the Lease under "Nature of Interest". Any additional construction will need to be approved by the Authorized Officer. Any additional uses will need to be reported in the Use Inventory Worksheets that are to be submitted by October 15 of every year.
- 1.2. The Lease herein granted is conditioned upon an approved license and/or renewal granted by the appropriate agency (FCC or IRAC).
- 1.3. The Lessee will not transmit from the site until the proper license is received. If the license is not granted, any improvements will be removed and the site rehabilitated to the satisfaction of the Authorized Officer. BLM may, at the request of the Lessee, and at the discretion of BLM, accept title to improvements made by the Lessee in lieu of removal and rehabilitation.
- 1.4. The facility owner/manager is responsible for ensuring that all subsequent users of this communication site adhere to the terms and conditions of this authorization and meet the requirements set forth in these stipulations. Failure on the part of the facility owner/manager to do so may jeopardize this authorization.
- 1.5. Lessee accepts this Lease and possession of the property, subject to any valid existing rights, and agrees not to use the property, or any part thereof, except as a site for only the construction, operation, maintenance, and termination of a communications facility.
 - a. 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 applicable. 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.

- b. 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 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. Lessee must at all times keep the title of the United States to the property free and clear of all liens and encumbrances.
- c. 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 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.

2.0. Site Development (New Buildings and Towers)

2.A. Undeveloped Sites

- 2.A.1. Buildings or equipment enclosures constructed on previously undeveloped sites shall be required to have a minimum of 120 square feet of floor space, and a minimum tower (or pole) height of 50 feet. The facilities owner shall be required to Lease space to new applicants at reasonable rates, and new applicants shall be required to Lease from the owner at reasonable rates until the facility is either full, or a minimum of 4 transmitters are in place.
- 2.A.2. Use of a combiner may be required by the Lessee at his/her discretion, where 2 or more radios in the same band are in the facility.
- 2.A.3. Exception may be made to the first paragraph for facilities where law enforcement, and/or emergency communications radio systems are involved. No exception will be made if the owner is willing to secure an area for the use of such radios. Exception may also be made for applicants whose initial application exceeds the remaining capacity of the existing facilities.

- 2.A.4. In the event applicants cannot agree on Lease rates, the owner and the applicant may jointly hire an appraiser and agree to abide by the appraisers decision. In the event the owner and the applicant cannot agree on an appraiser, they may each hire an appraiser and agree to the median appraised rate as the Lease rate. If no agreement is reached at this point, the BLM may decide the Lease rate, and bill the owner and the applicant each for 50% of the cost of establishing the Lease rate.
- 2.A.5. Governmental agencies shall be required to build facilities in accordance with these requirements, but may not be required to Lease space if specifically prohibited by law.

2.B. Developed Sites

- 2.B.1. Sites with one or more existing communications facilities are considered developed sites.
- 2.B.2. Developed sites shall have no new construction where leasable space exists and where the current Lessee is willing to Lease space at reasonable rates, or is required to Lease at reasonable rates by stipulation in his/her Lease.
- 2.B.3. New construction in developed sites shall be subject to all the requirements of 2A above with the following changes: Minimum floor space shall be 160 square feet, minimum tower (or pole) height shall be 80 feet, and the last paragraph of 2 A above shall be read as "The facilities owner shall be required to Lease space to new applicants at reasonable rates, and new applicants shall be required to Lease from the owner at reasonable rates until the facility is either full, or a minimum of 6 transmitters are in place".

2.C. High Power Sites: (1,001 watts ERP and above)

- 2.C.1. Parts one through five of "Technical specifications" (referring to band pass cavities and isolators) does not apply in those applications where the equipment is not commercially manufactured.
- 2.C.2. Floor space requirements shall remain the same as 2A and 2B above, but radio numbers shall be reduced to 2 per 120 square feet, and 3 per 160 square feet.
- 2.C.3. Tower heights are changed to a minimum of 160 feet, and towers must be designed and constructed to be capable of adding an additional 80 feet (for a minimum total height capability of 240 feet).

2.C.4. High power users (1,000+ watts ERP) may add low power users (less than 1,000 watts) below the required height for the high power antenna. Low power users in the high power facility shall not have recourse against the high power user for interference problems from the high power user, except that recourse which may be available through the appropriate regulatory agency for improper and illegal operation of the high power station.

2.C.5. High power stations (5,000 watts ERP and below) may not be constructed within ¼ airline mile of low power stations without obtaining the written approval of all low power users within a 1-mile radius of the proposed construction site. High power stations (5,001 watts ERP) and above may not be constructed within ½ airline mile of low power users without obtaining the written approval of all low power users within a 1 mile radius of the proposed construction site.

3.0. Technical Specifications

3.1. Transmitters shall have a band pass cavity that will provide:

30	-	50 Mhz:	20 db attenuation at 500 Khz (BP filter acceptable at these frequencies)
70	-	88 Mhz:	10 db attenuation at 1 Mhz
130	-	180 Mhz:	10 db attenuation at 350 Khz
400	-	520 Mhz:	5 db attenuation at 1 Khz
806	-	1296 Mhz:	5 db attenuation at 1 Mhz

3.2. Transmitters operating in the range of 130 to 1,296 Mhz shall also have a ferrite isolator with a minimum of 25 db rejection in the reverse direction. The isolator shall be installed between the transmitter and the cavity.

3.3. A band pass cavity in accordance with paragraph one above shall be placed in the feedline to receivers.

3.4. Notch type duplexers shall be preceded by the band pass cavity.

3.5. A low pass filter or a band pass cavity shall be between the isolator and the antenna feed line.

3.6. Jacketed Heliac type transmission is required external to buildings. Unjacketed transmission line of any type is prohibited external to closed metal cabinets.

3.7. To secure transmission line to towers, nylon tie wraps, insulated wire, or tape is recommended. Uninsulated metal ties of any kind shall not be used.

- 3.8. BLM reserves the right to require Lessee to take such measures to eliminate interference to another user as may be necessary. This may include installation of additional cavities, isolators, and other equipment as needed between the interfering transmitter and associated antenna, and all other measures which may be required. The operation of this equipment shall not interfere with any prior radio or electronic apparatus user of this site within two airline miles of said site. Lessee shall at his own expense take all action necessary to prevent or eliminate such interference. If Lessee does not eliminate the interference within ten days after receipt of notice from BLM, this Lease may be terminated forthwith. Lessee shall cease operations under this permit temporarily if he interferes with BLM radio or electronic operation in an emergency situation.
- 3.9. All radio-electronic type transmitting and receiving equipment shall be mounted in enclosed metal cabinets or standard racks with effective RF protective metal shielding covering the basic units including all receivers, transmitters, and power supplies.
- 3.10. Bureau personnel or other governmental agencies will be granted access into the building upon request to inspect the building and facilities for cleanliness, safety features, general appearance and compliance with the terms of the grant. Lessees must be prepared for compliance check within 24 hours notice when interference problems are present, and within 5 working days for other compliance checks. Lessees shall have at least one person in attendance during compliance checks.
- 3.11. Sites with Lookouts: Any new antenna, tower or structure shall be located and constructed to minimize impact on the Lookout's ability to see and report fires. Debilitative obstruction is not permissible.
- 3.12. No concentrated beam of energy shall be allowed to pass through a Lookout building or other commonly occupied building, nor shall it pass through another user's electronics facility or antenna system. Structures and antenna shall not be constructed or placed in such a manner as will block an existing concentrated beam of energy.
- 3.13. Buildings for which the Lease is being issued or renewed shall be plainly identified in letters one inch or higher, on or near the door, on the outside, with the case file (Lease) number assigned to this Lease.

3.14. Antennas shall maintain the following minimum clearances from ground level:

<u>Effective Radiated Power</u>	<u>Clearance</u>
.1 to 100 watts	10 feet
101 to 500 watts	15 feet
501 to 1,000 watts	20 feet
1,001 to 5,000 watts	60 feet
5,001 to 25,000 watts	80 feet
25,001 to 100,000 watts	100 feet

These requirements have been made as a result of previous problems, and the continued growth of the communications industry in Nevada. They are intended to benefit all radio users by protecting existing users, minimizing interference problems, and making allowance for increased demand for radio sites and radio service.