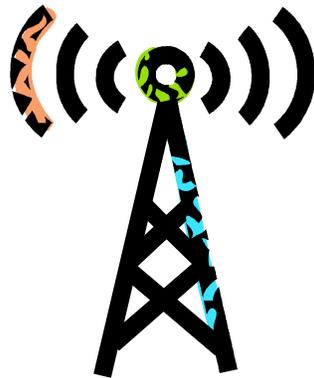


PROSPECTUS

WIRELESS COMMUNICATION CORRIDOR

STATE HIGHWAY 64/180



April 2009

Kaibab National Forest
Southwest Region

**PROSPECTUS – STATE HIGHWAY 64/180 WIRELESS COMMUNICATION
CORRIDOR – KAIBAB NATIONAL FOREST**

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PROSPECTUS – STATE HIGHWAY 64/180 WIRELESS COMMUNICATION
CORRIDOR – KAIBAB NATIONAL FOREST

I. BACKGROUND

The Kaibab National Forest and the wireless telephone industry (Industry) have identified the need to improve wireless service on State Highway 64/180 south of the Grand Canyon, in the Tusayan – Valle corridor. Improved coverage will provide for visitor safety and user convenience along this remote highway corridor. Visual Quality for this corridor is a primary concern because State Highway 64/180 is the main access to Grand Canyon National Park. The Kaibab National Forest Land Management Plan lists the Scenery Management Objectives for Hwy 64/180 as high. There is a need to mitigate the visual impacts of proposed communication site improvements in order to blend with the surroundings.

Utilities in the State Highway 64/180 corridor include a 69kV powerline and a buried telephone cable. Both of these utilities parallel the state highway for the length of the corridor. The use of these existing utilities will need to be coordinated with the local providers. Information about the availability of the utility access and technical specifications of what can be provided will need to be obtained from the individual companies.

There are a number of Forest Service roads that access State Highway 64/180 within the project area. The use of existing access roads to the forest will need to be identified in the concept plan (Section IV.1) and any changes to the existing conditions will need to be described in the proposal. If new access is needed from State Highway 64/180 to a proposed communication site, the applicant will need to coordinate with Arizona Department of Transportation (ADOT) in addition to the proposal in the concept plan. **Please include a copy of any communications with ADOT in your proposal.**

II. OVERVIEW OF THE OPPORTUNITY

This prospectus offers the successful applicant(s) rights to pursue development of a single site or multiple sites under one or more communication site leases, hereby referred to as the 64/180 lease. The lease area(s) is/are expected to be near the State Highway 64/180 south of Tusayan, between the Grand Canyon Airport and the forest boundary south of Red Butte, in the vicinity of Sections: 1, 12, 13, 24, 25, 36, T. 29 N., R. 2 E., and Sections: 1, 12, 13, T. 28 N., R. 2 E., G&SRBM, Coconino County, Arizona (See Appendix B). The exact location(s), heights, and construction materials for the proposed communication site improvements, especially towers, will be proposed by the bidder and reviewed/ approved by the Forest Service (FS). Communication site leases are authorized under the Act of October 21, 1976 (43 U.S.C. 1761), and the implementing regulations at 36 C.F.R. Part 251.

The FS has made every effort to present the information completely and correctly, but no warranty as to its accuracy is made. Each applicant is expected to make his/her own assessment of the business opportunity offered in this prospectus.

All interested parties have an equal opportunity to apply. With the exception of Members of Congress, Resident Commissioners, and current FS employees, any individual or entity may apply.

The FS does not guarantee a profitable operation; rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

The FS is not obligated to accept the application with the highest return to the Government and reserves the right to issue the leases on the basis of the proposal that best meets the overall FS goals and objectives. The FS reserves the right to issue a lease based solely on initial applications, without oral or written discussions.

The FS reserves the right to reject any or all applications, and to rescind the prospectus at any time before a lease is issued.

The FS does not guarantee issuance of any lease(s) to the successful bidder. Issuance of any lease(s) is contingent upon completion of the National Environmental Policy Act (NEPA) process and a subsequent decision by the Authorized Officer. The NEPA process may identify mitigation measures and adjustments to the selected applicant's proposal that will be required and made a part of the terms and conditions of any leases that maybe issued. If the decision is to establish new communication site(s) this will result in an amendment to the Kaibab National Forest Land Management Plan.

III. DEVELOPMENT STIPULATIONS

The selected applicant will be awarded the right to apply for all communication site leases that may result from the listed offering. Upon completion of the NEPA process and a favorable decision by the Authorized Officer, a communication site lease(s) may be issued to the selected applicant for a twenty (20) year period. Prior to expiration of the lease(s), the FS and the lessee shall analyze the future use of the communications facility or facilities. If the FS decides to continue the use, a new lease(s) with any revised terms and conditions will be issued to the original lessee or their successors. If it is decided that the communication site(s) is/are no longer needed, the requirements in Section V.B.6 of the communication site lease will be followed for decommissioning the site. A sample lease (Appendix A) is attached for the prospective holder's review. Main points to note are:

- A.** Communication site development and technical requirements shall conform to the standard Forest Service Communications Site Lease (Appendix A), Draft Communications Site Plan (Appendix F), the completed NEPA documents, the prospectus, and the selected applicant's proposal.
- B.** The land use fee to the government will be based on competitive bidding as described in Section VII of the draft communications site plan.
- C.** If any leases are issued, the lessee will be required to provide space in and on their facilities for other tenants and customers in accordance with Section III.K of the draft communications site plan.
- D.** The selected applicant will be required to hire a qualified environmental consultant to complete the environmental analysis as directed by the FS.
- E.** The FS will be designating cellular telephone and personal communication services (PCS) use as the senior use for all sites that may be developed. Such use must conform to the Federal Communications Commission (FCC) rules at Title 47, Code of Federal Regulations, and Chapter 1 -- FCC, part 22 -- Public Radio Services, 22.913 -- Effective Radiated Power (ERP) limits. Operations must stay within safe radiation hazard levels. Effective ERP, as defined by the FCC, for base transmitters and cellular repeaters must not exceed 500 watts. The ERP of mobile transmitters and auxiliary test transmitters must not exceed 7 watts.

F. Any lease(s) issued in the State Highway 64/180 corridor may consist of multiple sites authorized under one or more leases. Any lease(s) may be assigned (transferred).

G. The selected applicant will be expected to enter into a cost recovery agreement for management and review of the NEPA process and for construction monitoring and administration. The estimated cost to the successful applicant for FS environmental review, lease(s) preparation, and construction monitoring is **\$15,000**. The FS will not support processing of the case until the processing component of the cost estimate is received. Monitoring costs will be collected when a lease is signed.

H. The selected applicant(s) (lease holder) must post a performance bond before starting construction that will cover removal costs of partially completed improvements and rehabilitation of the disturbed ground if the project is abandoned by the holder. **A performance bond shall be at least ten percent (10%) of the anticipated construction costs of a site or sites, depending on the number of sites planned on being under construction at any one time.**

After issuance of any lease(s), development shall be started within 12 months and completed within 24 months. Road, building, and tower plans shall be prepared by a licensed architect or engineer and shall be approved by the FS before construction begins. All disturbance is restricted to the area of the project construction limits, and the construction limits shall be reshaped to a natural appearance, drained, and re-vegetated upon completion of the construction.

IV. INSTRUCTIONS FOR SUBMITTING A BID

All written proposal packages must be submitted to the Kaibab National Forest, 800 South 6th Street, Williams, AZ. 86046 *attention: John Brown*. The proposal packages must be received no later than 4:00 P.M. Mountain Standard Time on **June 2, 2009**.

Applicants must submit four (4) copies of their proposal and supporting documents. Upon selection of the successful bidder, all unsuccessful applicants' proposals and supporting documents will be destroyed after the appropriate NEPA appeal period, unless the applicant has requested in writing that the materials be returned.

If information is missing or incomplete, the result will be a lower score with respect to the evaluation criteria to which the information pertains. Please ensure that all requested items are submitted. Companies or corporations submitting an application must sign using the name of the appropriate executive officer, together with the official address. Signing authority must be proved in accordance with 36 CFR 251.54 subpart (d) (2) (E) (ii).

Any oral statement made by a representative of the United States Department of Agriculture, FS, shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made, or additional information is required, a written amendment will be sent to each person receiving a copy of this prospectus.

The applicant's submission should consist of three separate documents: **1.) CONCEPT PLAN, 2.) BUSINESS PLAN, and 3.) PROPOSED FEE TO THE GOVERNMENT**. Further explanation of the application process can be found in the following section.

1. Concept Plan -- Bidders will submit a concept plan as detailed in the following section and are expected to make their bids conform to the requirements of the standard lease listed in Appendix A and to the draft communications site plan in Appendix F. Additional provisions proposed by the successful bidder will be incorporated into the final communications site plan which will be prepared after the NEPA

decision is signed. The NEPA decision may also add requirements to the final communication site plan. The following items must be addressed in the concept plan and are **listed in descending order for their significance in this project:**

- A. The number and locations of communication site(s) to be constructed or used in the 64/180 corridor. The number and type (self-supporting or guyed) of antenna support structures which the bidder plans to erect on each site. Bidders should specify proposed heights for the support structures and location(s) in relation to background scenery as to avoid or minimize sky lighting, as well as extent and arrangement of facilities. Bidders should describe the measures they plan to employ to minimize the visual effects of their proposed antenna support structure(s) and microwave dishes. Scaled drawings will be provided to describe proposed tower footprints, total tower height, and tower cross section widths at the bottom, middle, and top of the tower and proposed microwave dish locations on the tower. The visual simulations of the tower(s) must depict the drawings to scale along with the microwave dish location. The simulated views will need to be from both directions on State Highway 64/180 and from Red Butte. The visual simulations from the highway should include at least two on-coming views in each direction, one from ¼ mile away and one from 500 feet away (4 views per tower) plus one additional view per tower from the top of Red Butte.
- B. A general description of the design principles and guidelines that the bidders will use to provide utilities to the site and to extend the utility service to individual customers and tenants. Bidders should describe any measures which they would apply to minimize visual impacts such as burying power lines as opposed to using above-ground power lines.
- C. A general description of the design principles and guidelines that the bidder would use to develop road access to the site and a description of the standards that would be used to construct, reconstruct, and maintain the access road(s), as well as fencing, gates or other security measures. As a minimum, the standards should address design width, drainage, surface treatment if appropriate, fencing and gate materials, and how frequently road maintenance will be performed. If new access is needed from State Highway 64/180 to a proposed communication site, the applicant will need to coordinate with Arizona Department of Transportation (ADOT) in addition to explaining access development in the concept plan. **Please include a copy of any communications with ADOT in your proposal.**
- D. A general description about the design principles and guidelines that the bidders will use to provide equipment shelters for customers and tenants. Bidders must describe how security will be provided to individual customers and tenants within the shelter facilities. The bidder will provide drawings to scale of their anticipated layout scenario to describe the relationship of the equipment shelter building(s) to the tower and other proposed facilities such as the back-up power system. The description should also include details on the planned building design and exterior appearance so that the plan can be evaluated in the context of the undeveloped forested surroundings in the project area.
- E. The numbers and types of communication uses that the bidder plans to accommodate within their equipment shelter building(s) and on their tower(s), and the estimated cost of those facilities by site. The cost estimates for each site will be broken down into major components such as equipment shelters, towers, utility and back-up power development, and access development. Bidders must provide a logical and reasonable analysis to support their plans in regard to the kinds and numbers of customers and tenants which the bidder plans to accommodate.

Mitigation measures proposed by the bidders are considered to be binding commitments unless revised or changed by the NEPA decision. The evaluation of visual impacts will be based primarily on the projected effects of towers and buildings. No special credit in the bid evaluation process will be given to any technologies such as antenna combining technology, except for a common microwave system, to reduce visual impacts unless all the likely customers and tenants provide written agreements to the bidder that these customers and tenants would use that technology. The likely number of customers and tenants will need to be defined by the bidder in part E of the concept plan as described previously. Bidders will attach copies of any proposed agreements from potential customers and tenants to their concept plan.

2. Business Plan – Applicants are required to submit a Business Plan. In general, the Business Plan needs to depict the applicant’s business structure and company history and experience in construction and operation of communications facilities. The plan will be used by the FS to evaluate the applicant’s general business plans and managerial ability. It will be assumed for the initial evaluation that every applicant has the financial ability to construct, operate, and maintain the facilities proposed in their bids.

After an apparent successful applicant is identified, that bidder will be required to submit the information outlined in Appendix E for a financial ability determination (FAD) by the FS. The required information varies according to the nature of the applicant’s company or business. The applicant shall facilitate verification of the accuracy of the applicant’s financial information for the FS. A FAD can take up to 30 days.

If that apparent successful applicant is determined to be financially capable, the selection committee would recommend that the lease(s) be awarded to that bidder. If not, the applicant with the next best bid package would be subjected to the financial ability determination until a financially capable applicant is identified. The lease or leases would be awarded to the best proposal who’s applicant is determined to be financial capable.

The business plan must be a separate document in the bid package. All financial information and projections are confidential information and will be protected by the FS, to the extent allowed in the Freedom of Information and Privacy Act (FOIA), 2 U.S.C. 552 and 552a respectively. If a bidder has any questions concerning Freedom of Information and Privacy Act issues, contact Alvin Brown, Kaibab National Forest FOIA Coordinator, 928-635-8200. Bidders are encouraged to contact their local Small Business Development Center (SBDC) if they need assistance in completing their business plans.

A listing of the information that is required in the Business Plan follows. The Business Plan will be used in conjunction with information already required in the Concept Plan. Bidders are free to add additional information as they see fit.

1. A timetable for construction of proposed improvements.
2. A synopsis of the owner’s/manager's experience in operating a communications facility.
3. A brief history of the bidder’s business entity and the main activities (including activities located off of National Forest System lands.
4. A summary of the business organizational structure.

5. A listing of at least three business references with names, addresses, telephone numbers, and email addresses who can attest to relevant business experience. These references will be contacted for information regarding applicants' past performance. In addition, the FS may consider past performance information from other sources.

3. Proposed Fee to the Government – The only land use fee that the bidder can actually bid on is the fee for cellular telephone and PCS uses as defined in Chapter 90 of the Special Uses Handbook – FS Handbook (FSH) 2709.11. Henceforth, this reference will be referred to as “Chapter 90”. The minimum bid is the fee shown in the 2009 fee schedule in Chapter 90 for cellular telephone and PCS uses in population zone 9 for less than 25,000 people. A copy of the fee schedule is in Appendix D. The amount bid will be used in the standard fee calculation formula as detailed in Section VII, of the draft communications site plan, Appendix F, and in Appendix C of this prospectus. **Bidders will use the form in Appendix C to submit their proposed land use fee for cellular telephone and PCS uses.**

V. SELECTION PROCESS

A Selection Committee appointed by the Forest Supervisor and consisting of FS employees will make a recommendation to the Forest Supervisor regarding to whom the rights to pursue any approved corridor development should be awarded. The Forest Supervisor will make the final selection decision. During the evaluation process, the FS Selection Committee may contact any references listed by the applicant, including all local, state, or Federal entities that have issued the applicant a current or past permit. All applicants will be notified of the selection within 60 days of the application submission deadline, via Certified Return Registered Receipt letter. The FS reserves the right to decline to issue a decision regarding rights to pursue development of a communications corridor as a result of this prospectus if, in the opinion of the Forest Supervisor, none of the proposals receives a high enough rating to assure environmental compatibility and quality customer service. The FS is not obligated to accept the application with the highest return to the Government. The FS reserves the right to reject any and all applications.

Evaluation Criteria: The FS Selection Committee will evaluate the submitted documents listed in Section IV. The three documents which are listed in order of their relative importance will be used to compare and rate the proposals. Ranking will be based on relative importance of criteria and professional judgment will determine the applicant best suited to provide the highest level of environmental compatibility and overall customer service. In general terms, the evaluators will be comparing the proposals from all the different bidders to each other using the criteria listed.

1. **CONCEPT PLAN FEASIBILITY (Section IV)** – The five elements in the Concept Plan will be used as evaluation criteria. Overall quality, thoroughness, and completeness in describing how each of the elements will be met while minimizing environmental impacts will be evaluated and ranked. It should also be noted that the visual impacts are considered the most significant environmental issue for the general area. The 64/180 highway corridor is managed for high scenic integrity, which allows for only landscape change not evident to the casual observer. The evaluation of the visual quality objectives is based on the combination of the distance zone, sensitivity level and inherent scenic quality. Explanations and background information of scenic integrity and visual impacts of communications facilities are given in Appendix I. The five elements will be rated as listed in Section IV, 1.

Concept Plan, in descending order for their significance in this project. More antennae or other equipment on a tower creates a more obvious visual profile, but the FS intends to favor bidders who can minimize the visual impacts of towers and microwave systems while providing the greatest number of communication development opportunities, especially for cellular phone and PCS uses. The proposed designs from each bidder must include the capacity to accommodate at least three cellular phone and PCS providers.

2. **BUSINESS PERFORMANCE** (*Section IV – Business Plan*) – The applicant’s business plan will be evaluated by using the factors listed in part IV.3 to develop a ranking among the bidders.
3. **FEES** (*Section IV – Proposed Fees to the Government*) – Proposed fees to the Government will be compared and ranked. The FS Selection Committee will use Appendix C to evaluate and compare proposed fees to the Government.

VI. APPEAL PROCESS

All applicants will be notified of the selected applicant. The decision by the FS associated with this prospectus is subject to appeal by those applicants who submitted a proposal in response to this prospectus in accordance with 36 CFR 251, Subpart C. A notice of appeal must be in writing and clearly state that this is a Notice of Appeal being filed pursuant to 36 CFR 251, Subpart C. Appeals must be filed with the Regional Forester, Southwestern Region, 333 Broadway Blvd SE, Albuquerque, NM, 87102-3426, within 45 days of the date on the notice of the written decision being appealed and appellants must simultaneously send a copy of the notice of appeal to the Deciding Officer (Forest Supervisor).

VII. CONTACT FOR INFORMATION

Prospective applicants are urged to consult with John Brown, Kaibab National Forest, Supervisor’s Office, 800 S. 6th Street, Williams, AZ 86046, (928) 635-8275 or e-mail address - jwbrown@fs.fed.us, regarding questions related to the offering(s) in this prospectus such as permit conditions, operations of the communication sites, or other related submittal requirements.

APPENDIX A

Authorization ID: #AUTH_ID#
Contact ID: #HOLDER_ID#
Expiration Date: #EXPIRATION_DATE#
Use Code: #USE_CODE#

FS-2700-10b (05/2008)
OMB 0596-0082

**U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
#AUTHORITY_NAME#**

#HOLDER_NAME# of #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_ADD_LINE_3#,
#HOLDER_CITY#, #HOLDER_STATE#, #HOLDER_ZIP#.

THIS LEASE, dated this _____ day of _____ by and between the UNITED STATES OF AMERICA, acting through the Forest Service, Department of Agriculture (hereinafter called the "United States" or "Forest Service"), as authorized by the Act of October 21, 1976, (90 Stat. 2743; 43 U.S.C. 1761, et seq.), and **#HOLDER_NAME#**, 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 Forest Service official having the delegated authority to execute and administer this lease. Generally, unless otherwise indicated, such authority may be exercised by the Forest Supervisor or District Ranger of the National Forest 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 communications facility in the County of Coconino State of Arizona: #TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#, #SECOND_DIVISION# #SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION# THIRD_DIV_NAME_NUMBER# (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 _____ communications facility. Authorized facilities under this lease include:

- Equipment shelter(s): [Include dimensions and material]
- Antenna support structure(s): [Include height and type]
- Ancillary structure(s): [Fuel tanks, generators, outbuildings, fences, utilities within lease area & access.]

The location of the property is shown generally on the site management plan and/or map dated _____ for the **#COMM_SITE_FCLTY_NAME#** Communications Site, which is attached and made part hereof as Exhibit A.

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

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

I. TENURE, RENEWAL AND TRANSFERABILITY

A. This lease shall terminate at one minute after midnight on _____. Termination at the end of the lease term shall occur by operation of law and shall not require any addition 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 shall undertake and pursue with due diligence construction and operation that is authorized by this lease. To the extent specified in Exhibit ___ operation shall commence on _____. This lease shall 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 shall 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 shall require payment of any amounts owed the United States under any Forest Service authorization before issuance of another authorization.

D. This lease is assignable with prior written approval of the Authorized Officer, except when rent has been exempted or waived in whole or part. 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 rental, if applicable.

B. Rentals are due at the close of business on January 1 of each year for which a payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. If the due date for the rental or rental calculation statement falls on a non-work day, the charges shall not apply until the close of business on the next workday. This lease terminates if rent is not received by the Forest Service within 90 calendar days of the due date.

C. Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any rental amount not paid within 30 days from the date the rental or rental calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the rental or rental calculation financial statement is due. 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 shall survive the termination or revocation of this lease, regardless of cause.

D. Disputed rentals are due and payable by the due date. No appeal of rentals will be considered by the Forest Service without full payment of the disputed amount.

III. RESPONSIBILITIES OF THE LESSEE

A. The Lessee is authorized to rent space and provide other services to customers and/or tenants and shall charge each customer/tenant a reasonable rental without discrimination for the use and occupancy of the facilities and services provided. The Lessee shall impose no unreasonable restrictions nor any restriction restraining competition or trade practices. By October 15 of each year, the Lessee shall provide the Authorized Officer a certified statement listing all tenants and customers, by category of use in 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 shall be in accordance with stipulations in the communications site management 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 management plan.

C. The Lessee will 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 shall 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 Communication Commission (FCC) or Director of Telecommunications Management/Interdepartmental Radio Advisory Committee (DTM/IRAC) authorization, and the operation of the equipment is in strict compliance with applicable requirements of FCC or IRAC. A copy of each applicable license or authorization shall at all times be maintained by the Lessee for each transmitter being operated. The Lessee shall 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 shall 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 Communication Commission (FCC) determines that the Lessee's use interferes with existing equipment, the Lessee will 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 will 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 shall 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, Compensation, 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 shall 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 shall include any loss of 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 shall 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 shall survive the termination or revocation of this lease, regardless of cause.

D. The Forest Service has no duty, either before or during the lease term, to inspect the property or to warn of hazards and, if the Forest Service inspects the property, it shall incur no additional duty nor any liability for hazards not identified or discovered through such inspections. This paragraph shall survive 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 for the account at the expense of the Lessee. If the Forest Service at any time pays any sum of money or does any act which will require 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 shall, at the election of the Forest Service, be deemed to be additional rental hereunder and shall be due from the Lessee to the Forest Service on the first day of the month following such election.

V. OTHER PROVISIONS

A. Nondiscrimination. The Lessee shall 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 there under by the Department of Agriculture and in effect on the date this lease is granted to the end that no person in the United States shall, 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. Revocation, Termination and Suspension.

1. General. For purposes of this lease, termination, revocation, and suspension refer to the cessation of uses and privileges under the lease.

"Revocation" 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. Revocations are appealable.

"Termination" refers to the cessation of the lease under its own terms without the necessity for any decision or action by the Authorized Officer. Termination occurs automatically when, by the terms of the lease, a fixed or agreed upon condition, event, or time occurs. For example, the lease terminates at expiration. Terminations are not appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

2. This lease may be suspended or revoked upon breach of any of the conditions herein or upon nonuse. Nonuse refers to a failure to operate the facilities on the property for a period of years.

3. Except in emergencies, the Authorized Officer shall give the Lessee written notice of the grounds for revocation or suspension and a reasonable time, not to exceed 90 days, to complete the corrective action. After 90 days, the Forest Service is entitled to such remedies as provided herein.

4. This lease may be revoked at the discretion of the Forest Service when in the public interest. When revoked in the public interest, the Lessee shall be compensated subject to the availability of appropriated funds. Compensation shall be based upon the initial cost of improvements located on the lease, less depreciation as allocated over the life of the improvements as declared by the Lessee's Federal tax amortization schedules.

5. Any discretionary decisions or determinations by the Authorized Officer on revocation or suspension are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

6. In the event the Authorized Officer decides not to issue a new lease, or the Lessee does not desire a new lease, the Authorized Officer and the Lessee shall, within six months prior to the termination date of this lease, agree upon a mitigation plan to restore and stabilize the site.

7. Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. Delinquencies may be subject to any or all of the following conditions:

a. Administrative offset of payments due the holder from the Forest Service.

State Highway 64/180 Wireless Communication Corridor – Prospectus

- b. Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).
- c. The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31U.S.C. 3720, et seq.).

In the event this lease is revoked for noncompliance, the Lessee shall remove all structures and improvements within 90 days, except those owned by the United States, and shall restore the site as nearly as reasonably possible to its original condition unless this requirement is otherwise waived in writing by the Authorized Officer.

If the Lessee fails to remove all structures or improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States.

C. Members of Congress. No member of or Delegate to Congress or Resident Commissioner shall benefit from this lease whether directly or indirectly, except when the lease provides a general benefit to a corporation.

D. 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, and the right to utilize or dispose of such resources insofar as the rights 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 require common use of the property, and the right to authorize 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 clauses shall control.

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

Lessee

IN WITNESS WHEREOF, the Forest Service, by its Authorized Officer, has executed this lease on the day and year first written above.

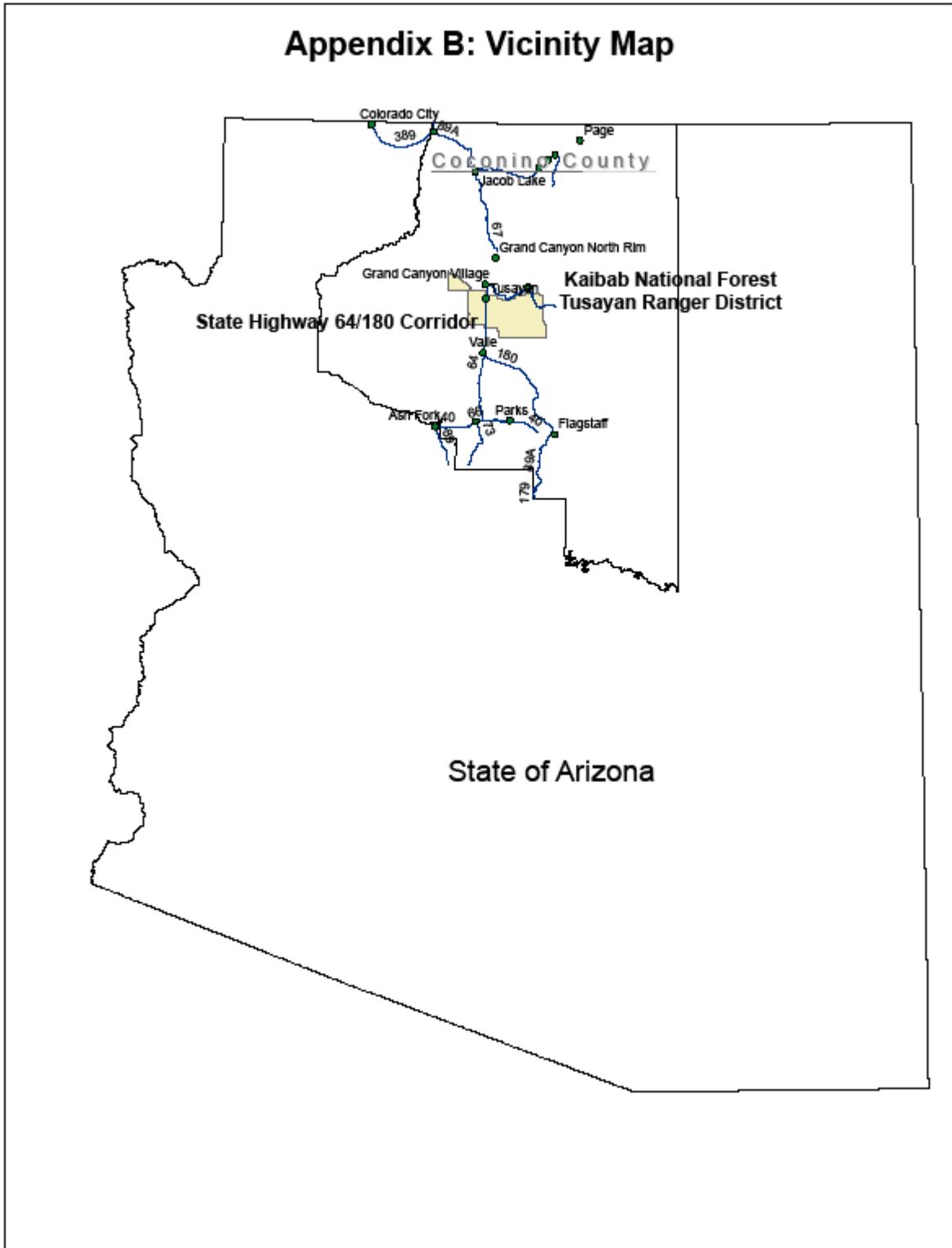
UNITED STATES OF AMERICA

Kaibab National Forest Supervisor
Forest Service, Department of Agriculture

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service



Appendix C

PROPOSED FEE TO THE GOVERNMENT
STATE HIGHWAY 64/180 WIRELESS COMMUNICATIONS SITES

The land use fees to the Government will be calculated as described in Section IV.2 of the prospectus and Section VII of the draft communication site plan, Appendix F. The minimum bid for cellular telephone and PCS uses is \$3,584.73 per site.

The current fee schedule will be used for all other compatible uses. The land use fee for each individual site covered by the lease will be calculated separately and combined with the fee amount(s) for any other site(s) included with the lease to determine the total annual land use fee for the lease.

Bid amount for cellular telephone and PCS uses (per site) = \$ _____

Signature _____ Date _____

Appendix D

RENTAL FEE SCHEDULE FOR COMMUNICATIONS USES
Calendar Year 2009

ZONES and POPULATION	TELEVISION	AM/FM RADIO*	CABLE TELEVISION	BROADCAST TRANSLATOR/ LPTV/LPFM	CMRS/ FACILITY MANAGER	CELLULAR TELEPHONE and PCS**	PRIVATE MOBILE RADIO SERVICE	MICROWAVE and Wireless Internet Service Provider (ISP) ***	OTHER	PASSIVE REF. & LOCAL EXCH. NETWORK
Zone 1 5,000,000 plus	\$64,525.21	\$48,752.40	INSUFFICIENT	INSUFFICIENT	\$17,206.72	\$17,206.72	\$14,338.94	\$14,338.94	\$107.54	
Zone 2 2,500,000 to 4,999,999	\$43,016.81	\$30,111.77	MARKET DATA	MARKET DATA	\$14,338.94	\$14,338.94	\$8,603.36	\$11,471.17	\$107.54	
Zone 3 1,000,000 to 2,499,999	\$25,810.09	\$20,074.50	FEE TO BE DETERMINED	FEE TO BE DETERMINED	\$11,471.17	\$11,471.17	\$8,603.36	\$10,037.25	\$107.54	RENTAL FEES FOR
Zone 4 500,000 to 999,999	\$20,074.50	\$14,338.94	BY APPRAISAL OR OTHER	BY APPRAISAL OR OTHER	\$7,169.46	\$8,603.36	\$5,735.57	\$7,886.41	\$107.54	THESE USES ARE
Zone 5 300,000 to 499,999	\$17,206.72	\$11,471.17	METHODS	METHODS	\$5,735.57	\$7,169.46	\$3,584.73	\$3,584.73	\$107.54	DETERMINED BY
Zone 6 100,000 to 299,999	\$8,603.36	\$5,735.57	\$3,441.34	\$3,441.34	\$4,301.68	\$5,735.57	\$2,867.79	\$2,867.79	\$107.54	EACH USFS REGION
Zone 7 50,000 to 99,999	\$4,301.68	\$2,867.79	\$1,720.68	\$1,720.68	\$1,720.68	\$4,301.68	\$1,433.89	\$2,150.83	\$107.54	
Zone 8 25,000 to 49,999	\$2,150.83	\$1,720.68	\$1,433.89	\$716.94	\$1,433.89	\$3,584.73	\$860.32	\$2,150.83	\$107.54	
Zone 9 LESS THAN 25,000	\$1,720.68	\$1,290.50	\$860.32	\$143.39	\$860.32	\$3,584.73	\$501.85	\$2,150.83	\$107.54	

Index Factor: 1.050

*RENTAL FEE FOR AM RADIO IS 70% OF THE FM SCHEDULED RENT

** Also includes Enhanced Specialized Mobile Radio (ESMR), Improved Mobile Telephone Service (IMTS), Air-to-Ground, Offshore Radio Telephone Service, Cell Site Extenders, and Local Multipoint Distribution Service (LMDS)

*** For ISP populations between 1-1000, use the applicable Regional Local Exchange Network schedule.

APPENDIX E - Required Information for Financial Ability Determinations (FAD)

This analysis is performed to determine your financial ability to operate and construct communication site and meet anticipated future development plans (36 CFR Ch.II, Sect 251.54 (E)(2)). In order to conduct this analysis please submit the following information:

FOR INDIVIDUALS:

1. Social Security Number - Used to obtain credit bureau reports on persons or firms under examination. Providing Social Security Numbers is voluntary however, failure to do so may result in an incomplete financial analysis.
2. Personal financial statement - Notarized and prepared on Financial Statement Form FS-6500-24.
3. Federal income tax returns - For the last three years (a complete set).
4. Request for Verification - Form FS-6500-25, to be forwarded to all financial institutions or other firms where you have accounts for cash, lines of credit, securities on deposit, and long-term liabilities. Please complete Items 1-5. (*The date of verification should be the same date as the current balance sheet*) Forward directly to your financial institution for them to complete Items 6-15 and return directly to the Forest Service address listed at the top of the form.
5. Pro Forma Statements. - Prepared by a Certified Public Accountant (CPA) projected for three years and/or through the life of the development schedule. Please include assumptions that outline potential financing needs, etc.
6. Sales Agreement (if applicable) – Submit a copy of your sales agreement. Outline the terms of the sale along with any down payment or future payments (as part of your financial forecast).
7. Business organization, including officers and stockholders and percentage of ownership including other key positions of management that will be responsible for the operations.

FOR CORPORATIONS:

1. Business Identification Number and Certificate of Incorporation, and Affiliates - Include a list of all your affiliates by name and address. Describe how they are accounted for and the nature of the relationship.
2. Financial Statements - Audited or reviewed for the last three complete fiscal years which includes:
 - A report by an independent Certified Public Accountant (CPA) on the financial statements;
 - A balance sheet, income statement, and statement of cash flows;
 - Footnotes to the financial statements;
 - A report on internal control structure by the independent CPA completing the audited or reviewed statements (if prepared).
3. Request for Verification - Form FS-6500-25, to be forwarded to all financial institutions or other firms where you have accounts for cash, lines of credit, securities on deposit, and long-term liabilities. Please complete Items 1-5. (*The date of verification should be the same date as the current balance sheet*) Forward directly to your financial institution for them to complete Items 6-15 and return directly to the Forest Service address listed at the top of the form.
4. Pro Forma Statements - Prepared by a Certified Public Accountant (CPA) projected for three years and/or through the life of the development schedule. Please include assumptions that outline potential financing needs, etc.
5. Sales Agreement (if applicable) - Submit a copy of your sales agreement. Outline the terms of the sale along with any down payment or future payments (as part of your financial forecast).
6. Business organization, including officers and stockholders and percentage of ownership including other key positions of management that will be responsible for the operations.

FOR NEWLY FORMED PARTNERSHIPS

(with less than 3 full years of operations)

1. Business Identification Number and Partnership Agreement and Affiliates - List of all your affiliates by name and address. Describe how they are accounted for and the nature of the relationship.
2. Financial Statements (if available) - Audited or reviewed for the last three complete fiscal years which includes:
 - A report by an independent Certified Public Accountant (CPA) on the financial statements;
 - A balance sheet, income statement, and statement of cash flows;
 - Footnotes to the financial statements;
 - A report on internal control structure by the independent CPA completing the audited or reviewed statements (if prepared).
3. Request for Verification - Form FS-6500-25, to be forwarded to all financial institutions or other firms where you have accounts for cash, lines of credit, securities on deposit, and long-term liabilities. Please complete Items 1-5. (*The date of verification should be the same date as the current balance sheet*) Forward directly to your financial institution for them to complete Items 6-15 and return directly to the Forest Service address listed at the top of the form.
4. Pro Forma Statements.- Prepared by a Certified Public Accountant (CPA) projected for three years and/or through the life of the development schedule. Please include assumptions that outline potential financing needs, etc.
5. Sales Agreement (if applicable) - Submit a copy of your sales agreement. Outline the terms of the sale along with any down payment or future payments (as part of your financial forecast).
6. Business organization, including officers and stockholders and percentage of ownership including other key positions of management that will be responsible for the operations.

In addition to the above, each partner must submit the following information:

1. Social Security Number
2. Affiliates - List of all your affiliates by name and address. Describe how they are accounted for and the nature of the relationship. In determining whether or not affiliation exists, the FS shall consider all appropriate factors including, but not limited to, common ownership, common management, and contractual relationships.

3. Financial Statements - Audited or reviewed for the last three complete fiscal years which includes:
- A report by an independent Certified Public Accountant (CPA) on the financial statements;
 - A balance sheet, income statement, and statement of cash flows;
 - Footnotes to the financial statements;
 - A report on internal control structure by the independent CPA completing the audited or reviewed statements (if prepared).
 - A notarized personal financial statement prepared on Financial Statement, Form FS-6500-25 and a complete set of Federal income tax returns for the last three years may be substituted for audited or reviewed financial statements.
4. Request for Verification - Form FS-6500-25, to be forwarded to all financial institutions or other firms where you have accounts for cash, lines of credit, securities on deposit, and long-term liabilities. Please complete Items 1-5. (*The date of verification should be the same date as the current balance sheet*) Forward directly to your financial institution for them to complete Items 6-15 and return directly to the FS address listed at the top of the form.

FOR ESTABLISHED PARTNERSHIPS

(with at least three full years of operations)

1. Tax Identification Number and Partnership Agreement.
2. Affiliates - List of all your affiliates by name and address. Describe how they are accounted for and the nature of the relationship.
3. Financial Statements (if available) - Audited or reviewed for the last three complete fiscal years which includes:
 - A report by an independent Certified Public Accountant (CPA) on the financial statements;
 - A balance sheet, income statement, and statement of cash flows;
 - Footnotes to the financial statements;
 - A report on internal control structure by the independent CPA completing the audited or reviewed statements (if prepared).
4. Request for Verification - Form FS-6500-25, to be forwarded to all financial institutions or other firms where you have accounts for cash, lines of credit, securities on deposit, and long-term liabilities. Please complete Items 1-5. (*The date of verification should be the same date as the current balance sheet*) Forward directly to your financial institution for them to complete Items 6-15 and return directly to the Forest Service address listed at the top of the form.
5. Pro Forma Statements - prepared by a Certified Public Accountant (CPA) projected for three years and/or through the life of the development schedule. Please include assumptions that outline potential financing needs, etc.
6. Sales Agreement (if applicable) - submit a copy of your sales agreement. Outline the terms of the sale along with any down payment or future payments (as part of your financial forecast).
7. Business organization, including officers and stockholders and percentage of ownership including other key positions of management that will be responsible for the operations.

PART A. BALANCE SHEET			
	CURRENT YEAR (MM/DD/YYYY)	PAST YEAR (MM/DD/YYYY)	THIRD YEAR (MM/DD/YYYY)
YEAR ENDED			
ASSETS			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			

State Highway 64/180 Wireless Communication Corridor – Prospectus

DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
TOTAL ASSETS			

LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES:			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
TOTAL LIABILITIES			
OWNER EQUITY:			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
TOTAL LIABILITIES AND OWNER EQUITY			

PART B. SUPPLEMENTAL DATA			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			
NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):			
PART C. INCOME STATEMENT	CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			
NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.			

PART D (1): CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS		
<p>We, the undersigned, general officers (or members) of <i>(insert name of corporation or partnership)</i> being severally sworn, each declares that the above or attached financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up to and including the date of <i>(Month day, year)</i></p>		
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this day of <i>(Month/Year)</i>		<i>(Affix Notary Seal)</i>
SIGNATURE	TITLE	
PART D (2). CERTIFICATION FOR INDIVIDUALS		
<p>I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.</p>		
INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this day of <i>(Month/Year)</i>		<i>(Affix Notary Seal)</i>
SIGNATURE	TITLE	
<p>According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.</p> <p>The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).</p> <p>To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.</p> <p>The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.</p>		
U.S. GPO: 1996-720-508		

APPENDIX F

DRAFT COMMUNICATIONS SITE PLAN

STATE HIGHWAY 64/180 COMMUNICATION SITE(S)

KAIBAB NATIONAL FOREST

I. INTRODUCTION:

A. Definitions

It is intended that the terms used in this plan conform to the definitions listed in the October 27, 1995 Federal Register notice on “Fee Schedule for Communications Uses on National Forest System Lands” and to clarifications provided in Forest Service Handbook 2709.11, Chapter 90 Special Uses Handbook. In the event of a conflict, more weight will be given to the cited Federal Register notice for determining intent.

The words “lease” and “lessee” as used in this site plan refer to the legal relationship between the Forest Service (FS) and the special use authorization holder – the lessee. The words “customer” and “tenant” refer to the relationship (sub-lease) between the lessee and other parties in the lessee’s facilities.

B. Abbreviations

1. FOM: Facility Owner/Manager

C. Site Expansion

The FS reserves the right to expand the site and issue additional leases. If a proposed expansion is not within the scope of the original NEPA decision, expansion could only be approved upon the completion of appropriate environmental analysis. If a NEPA analysis leads to a decision favorable to expansion, the FS reserves the right to authorize additional leases provided that the original lessee or their successors either do not have the capacity to accommodate customers and tenants or cannot reasonably accommodate the specific technical needs of the new proposed use. This determination is made by the FS. If the FS approves additional leases because the original lessee or their successor could not accommodate the technical needs of the applicant, new lessees shall not be allowed to accept customers or tenants until the reasonable capacity of the original lessee or their successor has been reached.

If the demand for the use of the site ever exceeds the capacity of the facility owner/manager to accommodate, then the FS will evaluate the possibility of expansion and if appropriate, decide how to provide additional facilities. There is no guarantee that additional facilities would ever be approved or

that the first lease holder on site, or their successors, would be allowed to build and manage any additional facilities.

D. Relationship of this Document to the Communications Site Lease(s) for the State Highway 64/180.

This draft communication site plan is the template for the final site plan. Bidders are expected to incorporate all requirements from the standard lease and the draft site plan into their bids. The site plan will be finalized after the NEPA decision is made and after appropriate provisions from the successful bidder's proposal have been incorporated.

The final site plan for the communication site(s) along 64/180 will incorporate the following documents:

- This document – *Draft Communications Site Plan* components.
- The requirements and conditions set forth in the environmental assessment that will be completed for this project.
- The prospectus entitled *Prospectus – State Highway 64/180 Wireless Communication Corridor*, Dated April, 2009.
- The *Concept Plan* which is required from bidders who are responding to the prospectus.

The site plan must be used in conjunction with the lease. PROVISIONS OF THE SITE PLAN ARE ENFORCED THROUGH THE LEASE. Each lessee is expected to include the appropriate requirements of the lease and the site plan into documents that describe the business relationship between the lessee and the lessee's tenants and customers. The lessee is responsible for enforcing those provisions.

II. OBJECTIVES

The site plan will accomplish the following objectives:

- Document site management policy, development strategies, procedures and standards that are not already specified in the standard communications site lease.
- Present a program for development and operation of communication sites within the defined corridor.
- Help fulfill the public need for adequate communication opportunities.
- Protect the interests of lease holder(s) and site users by preserving a safe and electronically "clean" environment.
- Encourage the efficient development and use of space and facilities on designated sites within the corridor, subject to the FS goal to provide the best possible public service at reasonable cost.

- Achieve visual quality objectives by applying design standards that are as unobtrusive as possible, by using colors that blend with the environment, and by using the non-reflective surface materials.
- Describe the FS policy for authorizing road construction, use, and maintenance.

III. STANDARDS

Development and Management of any sites in the Hwy 64/180 corridor that are approved by the NEPA decision for site(s) resulting from the Hwy 64/180 Prospectus dated 04/2009 will be governed by this site plan. The site plan lists requirements that are in addition to the specifications of the standard lease. **IN THE EVENT OF A CONFLICT, STANDARD LEASE LANGUAGE GOVERNS.** All standards mandated by local government covenants and codes also apply.

The lessee must retain ownership of all buildings, antennae support structure(s), and other equipment needed to support the uses being accommodated by the lessee such as a back-up power generator, fuel tank, and utility infrastructure. It will be acceptable for utilities to retain ownership of their improvements (powerlines, etc) if that is the common practice in the area.

If multiple sites have been combined under a single lease to facilitate the operation of a common microwave system, individual sites can't be sold separately without the approval of the FS.

A. Buildings, Antennae Support Structures, and Other Support Equipment and Infrastructure

1. The lessee will be permitted to build the number of towers per site and in the locations as stated in the NEPA decision document.
2. All structures must meet the requirements governing designs of facilities as outlined in the most recent edition of applicable building codes. Where there is a conflict in code between Federal, State, or local sources, the most stringent version will be used. See lease provisions III.B and III.C.
3. All facilities shall be capable of accommodating and supporting all of the lessee's customers and tenants.
4. Structures shall be located, as much as possible, to take advantage of vegetative and topographic screening while providing service area for telecommunications purposes and minimizing interference.
5. Buildings:
 - a. Free-standing equipment shelters/cabinets for individual users are prohibited.
 - b. The design for equipment shelters will consolidate shelter facilities into as few buildings as reasonable.

- c. Building design will include provisions for separate compartments for each individual tenant or customer.
- d. Exterior surfaces will be painted with flat (non-glossy) paint or stain in a color that blends with the environment. The paint must be approved by the Forest Service Authorized Officer prior to use.

6. Antenna Support Structures:

- a. All construction, modification, and expansion of towers shall have the prior written approval of the Forest Service Authorized Officer.
- b. Antenna support structures will be built to EIA/TIA standards – EAI/TIA-222, current version and will incorporate Forest Service wind and ice loading specifications from Forest Service Handbook (FSH) 6609.14 – Telecommunications Handbook. A copy is included with the prospectus package as Appendix G. All new towers shall 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. The style of tower (guyed versus self-supporting) to be used will be governed by the NEPA decision for the project and the successful bidder’s proposal.
- c. To minimize 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 as specified in the project NEPA decision.
(available at <http://migratorybirds.fws.gov/issues/towers/comtow.html>).
- d. Antenna support structures will be designed to accommodate the reasonably predictable needs to match the space available in the equipment building.
- e. Antenna support structures should be located so that they visually blend in with other site features as much as reasonable. Non-reflective, FS approved colors will be used unless the FAA requires red and white tower striping.
- f. All antenna support structures shall be constructed and maintained in a neat and safe condition in accordance with good engineering practices as accepted by industry and applicable laws and regulations. Antenna supports shall conform to the installation specifications of the tower manufacturer. Any variations from these standards shall be allowed only to the extent required because of local terrain or obstructions at the site, and must be endorsed by the manufacturer and approved by the FS in advance. All variances shall conform to good engineering practices.
- g. All metallic structure materials will be galvanized, plated, coated, or painted. Dissimilar metals will not be placed in contact with each other in such a manner that could create a galvanic junction.

- h. Physical deterioration which weakens the structure or may cause electromagnetic interference shall be corrected within a time limit set by the FS.
- i. No lights, beacons, or strobes shall be allowed on new towers unless specifically required by the FCC/FAA.

B. Fences

Fences not directly related to the security of telecommunications equipment or structures will not be permitted. Any fencing material and location must be approved by the FS Authorized Officer prior to installation. Metallic fences shall be grounded or covered with a vinyl material and painted to blend in with the environment.

C. Painting

In general, all facilities will be painted in a color approved by the FS unless exempted by the Forest Service Authorized Officer.

D. Contact Numbers

The Lessee shall, when requested, provide the Forest Service Authorized Officer a list of current phone numbers and addresses of all tenants and customers.

E. Signs

Any signs required by law or as additionally stipulated by the FS will be provided and installed by the lessee in accordance with standards and instructions as specified by the FS. Hazard warning devices will be used when and where needed. Approved color coding for on-site hazard warnings are:

Object Markers:	White and black stripe
Construction signs	Orange background
Warning signs	Yellow background
Regulatory signs	White background

F. Fire Breaks

All facility owners will be responsible for maintaining a fire break around the outside perimeter of their lease area. The purpose of the fire break is to protect facilities within the communication site and prevent the spread of any fires started in the approved facilities to the adjacent forest. The lessee shall coordinate with any other parties who are affected. Disputes between the lessee and other affected parties will be referred to the FS, as necessary. Evaluating the condition of the fire break shall become part of the annual inspection by the lessee. Standards for the fire break are as follows:

1. For all structures and facilities, including propane tanks, a twenty-foot wide zone will be created around each improvement which is cleared of all vegetation except grass or forbs. Annually, from May 1 to September 30, this vegetation will be treated as needed to keep the height of all live and dead material within six (6) inches of the ground.
2. For a distance of 130 feet around the outside perimeter of each communication site, the lessee will treat that zone to reduce any ladder fuels as specifically stipulated by the FS.

G. Electric and Electronic Consideration

1. Electric:

- a. Common Ground System - The lessee will need to develop a common grounding system for each site. All site facilities and customers'/tenants' equipment will be required to connect with this system.
- b. All electric facilities, equipment, and their installation shall conform to the current National Electrical Safety Code or local regulations, whichever might be more stringent, and to applicable laws and regulations.
- c. Structures shall be designed for maximum lightning protection through bonding and the grounding system. All electrical or electronic cabinets shall be properly connected to the system ground. Lightning protection will be installed on the top of every structure.
- d. Standards and specifications for raceways, switching, grounding, wiring methods, and materials shall be the equivalent to, or greater than, those prescribed by the National Fire Protection Association in its most current National Electrical Code.
- e. All permanent AC wiring shall be installed in approved electrical conduit.
- f. Transmission Lines
 - 1) All transmission lines will be 100% shielded. All new or replacement external transmission lines shall be 100% shielded with a UV resistant covering.
 - 2) All external connections will be installed per manufacturer's instructions and made watertight.
 - 3) All internal transmission lines will be double braided or solid shielded and jacketed.
 - 4) No transmission lines will be left un-terminated. They must be terminated in their characteristic impedance.

- g. Back-up Power - The lessee will be responsible for providing back-up power for all users in their facilities. The total number of back-up power systems will be minimized. It is anticipated that only one back-up system would be needed, but the FS can approved multiple systems if there is a reasonable need to do so. Back-up power systems should be as visually unobtrusive as possible.

2. Electronic:

a. Transmitters

- 1) All of the individual sites designated in the corridor as determined in the NEPA decision will be low power sites with 500 watts ERP limit. The priority use will be given to Personal Communications Services (PCS), cellular, and other radio-based services that interconnect with the public switched telephone network. Television, FM and AM broadcast/translators and other continuous broadcast uses are not allowed in the State Highway 64/180 Communication Corridor.
- 2) All transmitters will have protective devices such as circulars, cavities, duplexers, etc. designed into or externally installed to prevent direct interference to other users.
- 3) All transmitters will be FCC type accepted or meet type acceptance criteria.
- 4) The direct radiation of out-of-band emissions (i.e., noise, spurious harmonics) will be reduced to a minimal level such that they may not be identified as a source of interference.
- 5) All transmitters not in immediate use and not specifically designated as standby equipment shall be removed.
- 6) Combined transmitters should be implemented when technically feasible to minimize overall antenna mass and height.

b. Receivers

All receivers will have sufficient “front end” reselection of installed cavities as needed to prevent receiver-produced intermodulation or adjacent channel interference.

c. Antennae

- 1) All antennae not in immediate use will be terminated in their characteristic impedance (Z_0) to prevent reradiating of intercepted signals or noise.
- 2) All unused, broken, or defective antennae will be repaired or removed from the site.

- d. Microwave Considerations - If microwave technology is needed for any site(s) approved in the State Highway 64/180 Corridor, the lessee must provide a single, common microwave system to serve all customers and tenants. Microwave dishes shall be compatible with other uses at the site. Microwave dishes should be as visually unobtrusive as possible. All solid microwave dishes and radomes will be painted gray unless agreed otherwise by the FS. Other colors will be considered if they will help the dishes and radomes blend with background colors of the landscape.

3. Interference

- a. It is the responsibility of the lessee to resolve interference problems.
- b. All tenant and customers shall cooperate in locating and eliminating interference.

H. Roads, Parking Areas, Disturbed Areas

1. All roads and parking areas will be constructed to provide drainage and minimize erosion. Culverts shall be installed, if deemed necessary by the FS, to maintain drainage.
2. Any topsoil excavated during construction will be stockpiled and replaced as cover on disturbed areas to facilitate regrowth of vegetation where appropriate.
3. All disturbed areas will be seeded in a manner and with a seed mixture specified by the FS, unless otherwise waived. However, areas within 20 feet of site facilities will be managed in a manner specified in Section III. F. part 1.
4. All waste material resulting from constructing or using the site shall be removed from the site as soon as reasonable and as specified by the FS. Disposing of such material on FS lands will be done only with the Forest Service Authorized Officer's approval.

I. Housekeeping

1. Housekeeping has environmental, visual, aesthetic, and electromagnetic impacts. Debris which is permitted to remain adrift, and the residue of construction, installation, removal, modification, or other changes may raise the "noise floor" for all users by giving rise to intermodulation potential which often defies identification. No such material will be allowed to accumulate.
2. All facilities shall be maintained in a neat, orderly fashion and reflect adherence to site plan and lease requirements.
3. No insecticides or herbicides will be used outside the buildings without FS approval.

J. Inspections

Inspections are primary the responsibility of the lessee. Three phases can be used to describe specific areas of emphasis – general site inspections, technical inspections in the equipment building(s), and tower inspections. Safety of operations is a common objective for all types of inspections.

General site inspections refer to the kind of review needed to maintain the appearance and general function of the authorized improvements and, where appropriate, the immediate surroundings – site cleanliness, building appearance, fire prevention measures etc. Technical inspections by the lessee are needed to assure that all communications equipment is installed and operated in a manner which conforms to this site plan and FCC requirements. The purpose is to maintain a “clean” electronic environment and to prevent electronic interference between users. Finally, tower inspections must be performed by the lessee to assure that towers were constructed to manufacturer’s specifications and that towers meet FS and FCC requirements for construction, operations, and maintenance.

The frequency of inspections should be appropriate for the circumstances. General site inspections should be performed at least annually. Technical and tower inspections must comply with FCC requirements. It is highly recommended that the lessee document all inspections to be able to demonstrate due diligence for operations and maintenance in the event that a review of such documentation is necessary as part of a problem solving process. A checklist is provided for the convenience of the lessee at Appendix H.

The lease reserves a right of entry and inspection for the FS; however the emphasis for any FS inspection would be to assure compliance with the provisions of the lease requirements and the site plan relating to the general environment, not technical considerations related to operations and management of communications equipment or to operation and maintenance of the tower.

K. Co-location

This site plan requires that the lessee provide space in and on their facilities for all compatible communication uses for which the potential customers and tenants, including potential competitors such as competing cellular service providers, have the appropriate FCC license or IRAC authorization as required by Section III.D of the lease. If the lessee is a facility manager, the lessee would not be expected to accommodate parties who want to provide parallel facility manager service.

The lessee will accept applications from all potential customers and tenants and will respond within 30 days after the applicant has provided all the information necessary for the lessee to properly evaluate the application.

The lessee will not need approval from the FS to add customers and tenants whose uses are compatible with the site plan.

L. Disputes between the Lessee, Customers and Tenants

The lessee has the primary responsibility to resolve disputes with customers and tenants. The FS role is to assure that the lessee is complying with the provisions of the lease. Customers or tenants will have to prove any allegations to the FS before the FS will intervene with the lessee.

The lessee shall try to resolve any issues with customers and tenants in good faith. If after 30 work days of formal notification of an issue by a customer or tenant an issue has not been resolved, a customer or tenant may submit a formal request to the American Arbitration Association (AAA) with a certified copy to the lessee. The request will ask AAA to designate a person knowledgeable about facility manager operations to act as an arbitrator. The lessee will cooperate with this process.

The FS shall not be a party to any contract between the lessee and the customers and tenants, and shall not be a required party and shall not be made a party to any dispute or arbitration and the lessee shall indemnify, defend and hold the Forest Service harmless from any cost, including reasonable attorney fees associated with such matters.

VI. AUTHORIZED AREA

The lease to which this site plan is appended only allows the lessee to control the land directly under the improvements (footprint) which the FS has specifically authorized. The lessee has the authority only to add customers or tenants within the footprint of their authorized facilities. The lessee does not have the authority to approve additional uses outside the footprint of the authorized facilities. The FS alone has the authority to authorize additional improvements or uses outside the footprint of the authorized facilities.

The FS is prepared to authorize security fencing to enclose the authorized facilities; however, by doing so, the FS is not granting the lessee the complete control of the land within the fenced area (compound). The lessee must have approval from the FS to add any additional facilities within the compound, and the FS reserves the right to issue additional leases within the compound after an appropriate NEPA decision, if needed, and after appropriate coordination with the original lessee or their successors.

VII. FEE CALCULATION

The standard formula will be used for calculating land use fees for communications uses as described in Chapter 90 of the Forest Service Handbook (FSH) 2709.11 – Special Uses. Henceforth, this reference will be referred to as “Chapter 90”.

The amount bid as a response to the prospectus will be substituted into the standard formula whenever the fee for cellular telephone and PCS uses would normally be used and will be used for the original 20 year term of the lease, including any assignments or for new leases issued within the original term. The amount bid will be adjusted annually during the normal billing cycle in line with the normal formula established in Chapter 90 for annual updates to the fee schedule.

The current fee schedule will be used for all other compatible uses. The land use fee for each individual site covered by the lease will be calculated separately and combined with the fee amount(s) for any other site(s) included with the lease to determine the total annual land use fee for the lease.

Whenever a microwave system serves more users than the owner of the microwave system, including use by customers and tenants of the owner, the microwave system is considered as a separate use for fee calculation purposes. This provision applies at every individual site at which the microwave system is used. A microwave system would be considered ancillary to another use on the site only if the microwave system and the use which it supports are owned by the same entity and if the microwave system does not support any other users.

When a lease is issued, an amount equal to the fee for a facility manager is due immediately and every year thereafter in the normal billing cycle until the building is occupied. The facility manager fee from the current schedule is also the amount that would be charged for an empty building. Once the facilities are occupied, annual land use fees will be calculated in the current fashion with the exception for cellular telephone and PCS uses which were already described in this section. The normal provisions for exemptions and waivers of land use fees will also apply.

If a new lease is issued after the original 20 year term, the fee to be assessed for cellular telephone and PCS uses will be the greater of two amounts, either the bid amount which would have been adjusted annually through the original term of the lease or a fee which results from re-appraisal of the land use values for communications uses and which would be indexed for inflation as appropriate.

APPENDIX G

WIND AND ICE LOADING SPECIFICATIONS

FOREST SERVICE HANDBOOK
ALBUQUERQUE, NEW MEXICO

FSH 6609.14 – TELECOMMUNICATIONS HANDBOOK

R3 Supplement 6609.14-94-2

POSTING NOTICE: Supplements are numbered consecutively by Handbook and calendar year. Post by document name. Retain this transmittal as the first page(s) of this document. The last supplement to this Handbook was 6609.14-94-1 to chapter 30.

<u>Document Name</u>	<u>Superseded</u>	<u>New</u>
	<u>(Number of Pages)</u>	
6609.14,30	5	5

Digest:

31 - Edits direction so case-by-case delegation of telecommunication tower designs to Forest Supervisors is revised:

- b. The Regional Director of Engineering delegates to Forest Supervisors responsibility and authority to approve telecommunication tower designs for authorized special uses (FSM 7313.04d). Approvals are also subject to standards in section 31, paragraph 6.

Revises the definition of telecommunication towers.

R. FORREST CARPENTER
Acting Regional Forester

FSH 6609.14 – TELECOMMUNICATIONS HANDBOOK
R3 SUPPLEMENT 6609.14-94-2
EFFECTIVE 5/2/94

CHAPTER 30- STANDARDS

30.2 – Objectives. To assure safe and professional telecommunication tower installations within the Region, established design standards must be adhered to.

31 - FOREST SERVICE STANDARDS.

Telecommunication towers are vital in carrying out the Forest Service mission in communications, and are critical on special uses' communication sites. Forest Service owned and special use telecommunication towers must adhere to the following design standards and requirements.

4. Responsibility.

- a. The Regional Director of Engineering has the responsibility and authority to approve all Forest Service telecommunication tower designs used within the Region (FSM 7313.04d).
- b. The Regional Director of Engineering delegates to Forest Supervisors responsibility and authority to approve telecommunication tower designs for authorized special uses (FSM 7313.04d). Approvals are also subject to standards in section 31, paragraph 6.
- c. Qualified Engineers are responsible for certifying all telecommunication tower designs for both new towers and tower modifications.
- d. See also the Responsibility sections in FSM 2704 and FSM 7310.

5. Definitions.

- a. Telecommunication Towers. Antenna towers and antenna supporting structures used for telecommunication purposes. Telecommunication tower is also known as "tower" in this supplement.
- b. Qualified Engineer.
 - (1) Special use tower designs and Forest Service towers designed by consultants: a Qualified Engineer is an engineer who by study, training and experience is qualified to design, supervise construction, and to perform inspections of towers. Qualifications must include current state registration as a professional engineer. Certification of calculations and inspections must include the engineering seal, with date and signature of the engineer.

(2) Forest Service towers designed by Forest Service engineers: a Qualified Engineer is an engineer who by study, training and experience is qualified to design, supervise construction, and perform inspections of towers.

c. Radial Ice. Thickness of ice applied uniformly around the exposed surfaces of the structure, guy wires, and appurtenances. The weight of radial ice shall be 56 pounds per cubic foot (pcf).

d. Rime Ice. Porous ice buildup that forms on the structure, guy wires, and appurtenances in a directional plane, usually into the wind. This ice loads the tower in one direction on all structure members. The weight of rime ice shall be 30 pcf.

e. Appurtenances. Items attached to the structure such as antennas, transmission lines, conduits, lighting equipment, climbing devices, platforms, etc.

f. Tower Modification. A tower is considered to be modified when the structure or loading of the tower is changed or additional appurtenances, such as antennas, are added to the structure that were not included in the original tower design.

6. Standards. The following requirements shall apply to all telecommunications tower installations and modifications on National Forest lands and sites leased by the FS.

a. Designs must include the following:

(1) A facility site plan that shows the tower in relationship to adjacent towers and buildings. Plan and elevation views of the tower shall be submitted showing the locations and size of all proposed appurtenances. For tower modifications, drawings shall include the locations for all new and existing antennas. All existing appurtenances shall be labeled as such.

(2) Tower design calculations showing the tower is capable of handling the wind and ice loadings, proposed appurtenances and any modifications. A foundation investigation report which gives the engineering properties and capacity of the soil, as well as foundation design calculations. The foundation investigation report may be for the specific tower to be erected or a report from a previous tower already on the site. The tower design calculations and foundation design calculations must be certified by a Qualified Engineer.

b. The construction or modification of a tower must be inspected by a Qualified Engineer. At completion of construction or modification, the engineer must certify the construction has met the design requirements for the tower installation.

c. Telecommunication tower construction or modification shall meet the requirements found in American National Standards Institute/Electronic Industries Association/Telecommunications Industry Association - 222 (ANSI/EIA/TIA-222), latest edition.

d. Tower designs may require greater wind speed and ice loading, depending on individual site characteristics, such as exposure, lack of tree cover, updraft potential, etc. Loadings need to be validated by a Qualified Engineer for the specific tower location.

e. In addition to the requirements of ANSI/EIA/TIA-222, wind and ice loadings must meet the following minimum criteria or requirements for variance:

(1) Wind Load. 100 MPH minimum, except 110 MPH at La Mosca, Mt. Elden, San Antonio Mountain, and Sandia Peak.

(2) Radial Ice Load. Weight of radial ice shall be 56 pounds per cubic foot. Radial ice loads are:

Forest	Radial Ice Load
Apache/Sitgreaves inch minimum at Greens Peak.	NF3/4 inch minimum, except 1
Carson NF	1 inch minimum, except 1 1/4 inch minimum at San Antonio Mountain.
Cibola NF	1 inch minimum.
Coconino NF	3/4 inch minimum, except 1 1/2 inch minimum at Mt. Elden.
Coronado NF	3/4 inch minimum.
Gila NF	Southern - 3/4 inch minimum. Northern - 1 1/4 in. minimum.
Kaibab NF	3/4 inch minimum, except 1 1/4 inch minimum on North Kaibab.
Lincoln NF	3/4 inch minimum.
Prescott NF	3/4 inch minimum.
Santa Fe NF	1 inch minimum.
Tonto NF	3/4 inch minimum.

(3) Rime Ice Load. Rime ice loading is generally an unstable condition that occurs in light winds and specific moisture and temperature conditions. Rime ice should be considered for total tower loading, without wind and radial ice loading. Weight of rime ice shall be 30 pounds per cubic foot. Rime ice loadings are:

Forest	Rime Ice Load
Apache/Sitgreaves NF	8 to 10 inches.
Carson NF	8 to 10 inches.
Cibola NF	8 to 10 inches.
Coconino NF	8 to 10 inches.
Coronado NF	10 to 12 inches.
Gila NF	Southern - 10 to 12 inches. Northern - 8 to 10 inches.
Kaibab NF	8 to 10 inches.
Lincoln NF	10 to 12 inches.
Prescott NF	6 to 8 inches.
Santa Fe NF	8 to 10 inches.
Tonto NF	10 to 12 inches.

(4) Variances for Local Conditions. Sites at lower elevations and sheltered from wind may be considered for a variance to lower wind and ice loading requirements. Variances must be proposed by a Qualified Engineer and approved by the Regional Director of Engineering. Variance requests must include supporting data. No variances will be granted for wind speeds below the county listings of minimum basic wind speeds in ANSI/EIA/TIA - 222, latest edition. Variances may also be granted by an approved site development plan which specifically identifies wind and ice criteria for the site. No variance is needed for higher wind speeds or larger ice loadings.

Appendix H

Checklist for Communications Facility Inspection

Communications Site Name: _____ Date: _____

Facility Owner or Facility Manager: _____

Inspectors: _____

Item	Condition Acceptable (yes/no)	Remarks
General Administration:		
Certified inventory matches users present in the facility		
Fire hazard clearance completed		
Overall appearance of the facility		
Other:		
Power Systems:		
Power lines (10ft. clearance from Average snow level)		
Generators and fuel storage		
Batteries (venting, eye wash, goggles)		
Wiring		
Protection (fuses/breakers)		
Grounding:		
Building		
Transmitters		
Tower:		
Grounding clamps, straps, wires		
Lighting rod in place		
Signs of arcing		
Gradual curves in grounding wires		
Condition of antenna ground		
Other:		
Transmitters:		
Installed/maintained to manufacturer's specifications		
FCC license or NTIA authorization posted		

Item	Condition Acceptable (yes/no)	Remarks
Building/Equipment Shelter:		
Lettered or numbered		
Painted in accordance with site plan		
Maintained to standard		
Safety defects		
Interior orderly		
Equipment properly secured		
Other:		
Tower:		
Bent or fractured cross members		
Loose or missing bolts		
Broken or cracked welds		
Signs of unusual stress		
Twisted or distorted tower		
Signs of rust, pitting, or other damage		
Condition of paint (if applicable)		
Condition of galvanizing		
Condition of walks, climbing pegs, steps		
Guy wires:		
Broken strands		
Rust or deterioration		
Connections (preforms and clamps)		
Thimbles and shackles		
Other:		
Miscellaneous:		

Appendix I

Scenery Management Background Information

The Scenery Management System (SMS) is a system for the inventory and analysis of the aesthetic values of National Forest System lands. It combines elements of the landscape character (natural features), landscape visibility (the human values of the relative importance of scenery and sensitivity based on distance from an observer), and constituent information about the meaning people give to the identified landscape. Thus, it provides a way to analyze the impacts of management activities on forest scenery.

A. Landscape Character - describes the landscape's inherent physical appearance and identifies an optimal set of valued scenery attributes.

The potential cell tower(s) would be located along the Highway 64/180 corridor. This area is potentially located in Geographic Areas 8 and/or 10. Geographic Area 8 is composed of pinyon-juniper woodland and sagebrush. The height of woodland trees would usually not exceed 30 feet. Geographic Area 10 vegetation is composed of ponderosa pine vegetation with some Gambel oak and scattered pinyon and juniper trees. The height of trees averages about 75 feet in mature ponderosa pine in this area. Red Butte is the most distinctive landmark visible when traveling north on Highway 64/180. The geologic formation reaches an elevation of 7,326 feet above sea level. The remaining landform may have small outcrops of rock or small drainages. There are no perennial water bodies along the highway corridor.

B. Scenic Attractiveness - Primary indicator of the scenic importance of a landscape based on human perceptions of the intrinsic beauty of landforms, rockforms, waterforms, vegetation patterns, and cultural features. Reflects varying visual perception attributes of variety, unity, vividness, intactness, coherence, mystery, uniqueness, harmony, balance, and pattern. Three levels of scenic attractiveness are identified during the scenery inventory process: Distinctive (A), Common or Typical (B), and Undistinguished (C).

The scenic attractiveness for the highway corridor is B (common or typical) for the area, with the exception of Red Butte which is A (distinctive). Figure 1 illustrates the scenic attractiveness levels for the area.

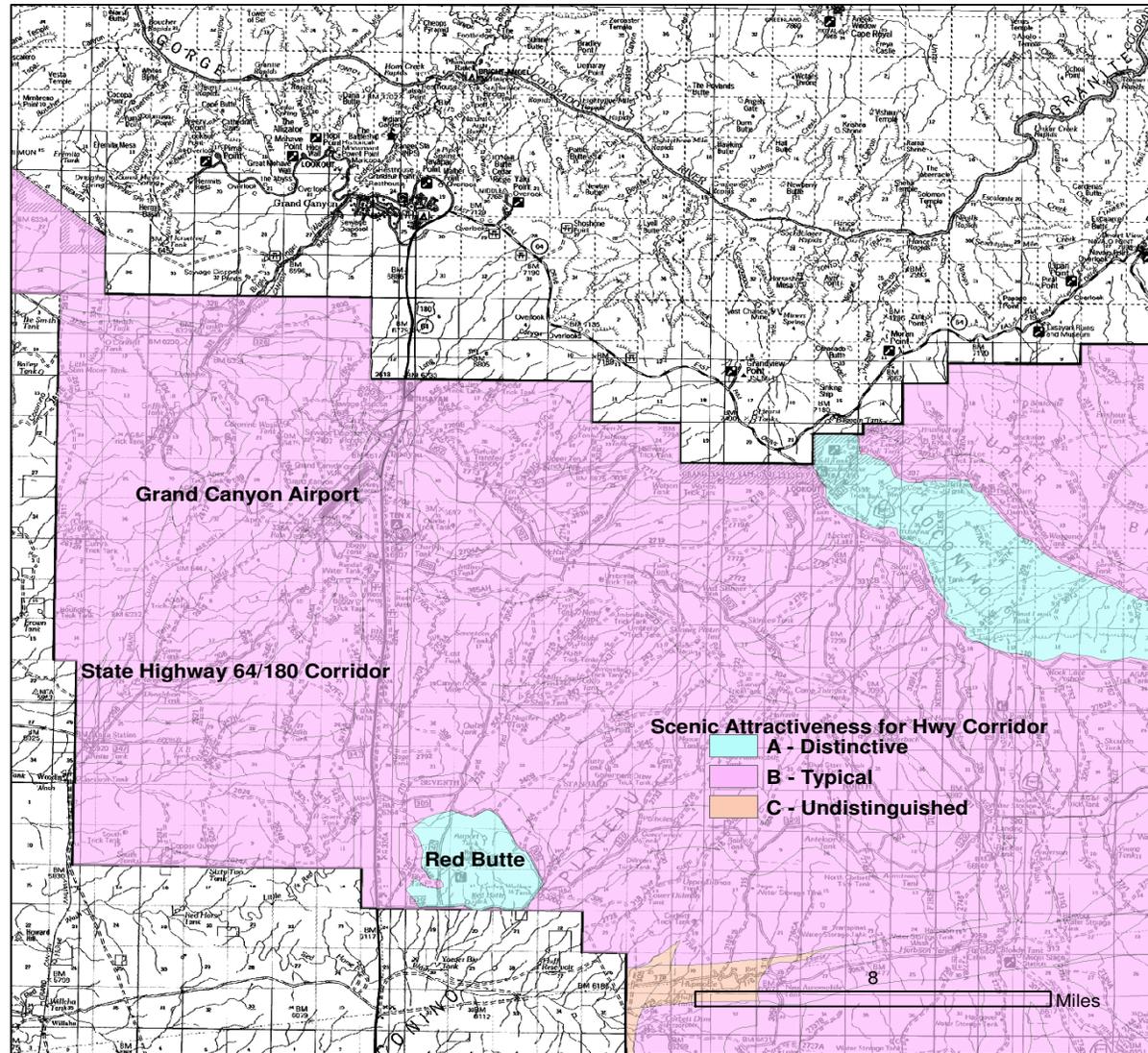


Figure 1. Scenic Attractiveness Map for Highway 64/180 corridor

C. Landscape Visibility - one's ability to see and perceive landscapes, and addresses the relative importance and sensitivity of what is seen and perceived in the landscape. Concern levels and distance zones are elements of landscape visibility.

Concern Levels - the degree of public importance placed on the aesthetics of landscapes. Concern levels are assigned to travelways and use areas to describe three levels of interest in scenery: High (1), Moderate (2), or Low (3).

Distance Zones - landscape areas denoted by specified distances from the observer. These include foreground, middleground and background. Distance zones are used as a frame of reference in which to discuss landscape attributes or the scenic effect of human activities in a landscape.

The concern levels and distance zones are illustrated in Figure 2. The areas of importance to most observers will be the foreground and middleground. Highway 64/180 is the primary means for travel to Grand Canyon National Park, the concern level for the highway will be moderate.

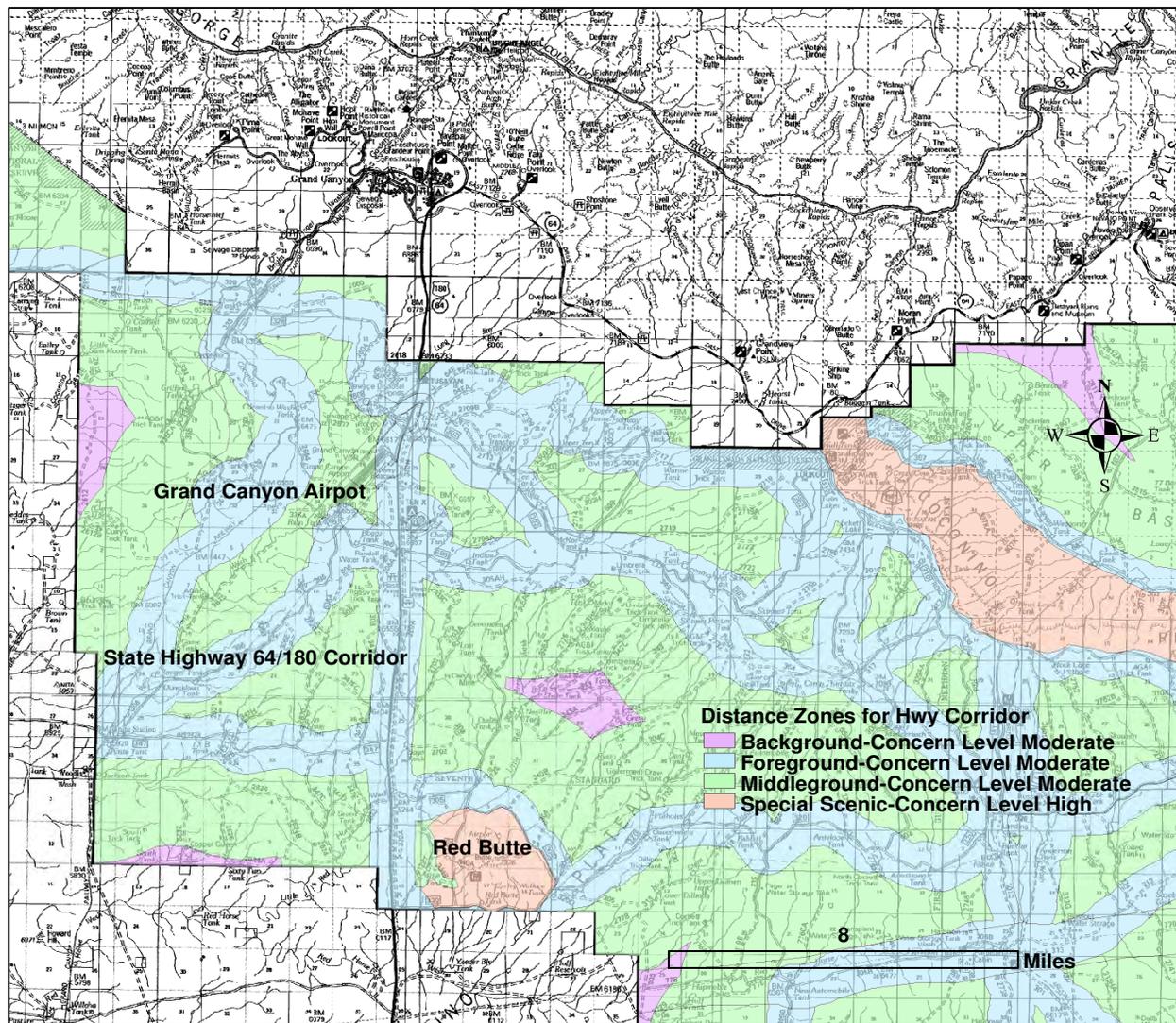


Figure 2. Distance zones and concern levels for Highway 64/180 corridor.

D. Constituent Information - Red Butte is a unique geological formation of the Coconino Plateau in northern Arizona. The dark layer of rock at its top is a basaltic cap that is a remnant of past volcanic activity. It has protected the butte from the erosion experienced by the surrounding landscape. The plateau on which the butte is located consists primarily of Kaibab limestone, the rock that forms the top layer of the cliffs in the Grand Canyon. The lower portion of the butte is composed of the Moenkopi formation, a stratum that is exposed in the Painted Desert. On top of this lie the Shinarump conglomerate, another Painted Desert Rock and then the cap of basalt. The top of Red Butte provides an excellent 360° view of the surrounding area, including the San Francisco Peaks.

The Red Butte Trail (Trail 37) is part of the developed forest trail system of the Kaibab National Forest. It climbs from 6,460 ft. elevation at the trailhead to 7,326 ft. elevation on top of Red Butte.

Red Butte is culturally important to many local tribes and plays a part in ceremonial traditions.

Scenic Integrity: *The degree to which a landscape is free from visible disturbances that detract from the natural or socially valued appearance (revised definition for this Appendix).* Scenic Integrity disturbances most typically result from human activities, but can also result from **natural events which exceed** the landscape's historic range of variability (HRV) in terms of magnitude, duration or intensity. An exception to this is direct human alterations that have become accepted over time as positive landscape character attributes; e.g., historic cabins, farms and ranches.

Scenic integrity objectives are set for the forest based on inventory and analysis of the above components (A, B, C, D). As an objective, this may reflect the current scenic integrity of an area and/or the desired conditions.

The scenic integrity objective (SIO) for the potential tower location is moderate. Figure 3 illustrates the SIO for the highway corridor. The valued scenery "appears slightly altered." Noticeable disturbances are minor and visually subordinate to the valued scenery because they repeat its form, line, color, texture, pattern and scale. When used as a standard or guideline, this level should be achieved as soon after project completion as possible or within 3 years maximum.

If the valued landscape character or its scenery attributes are potentially at risk, then a more in-depth analysis and integration with other resources is recommended to adequately inform decision-makers about trends and foreseeable effects on the valued scenery.

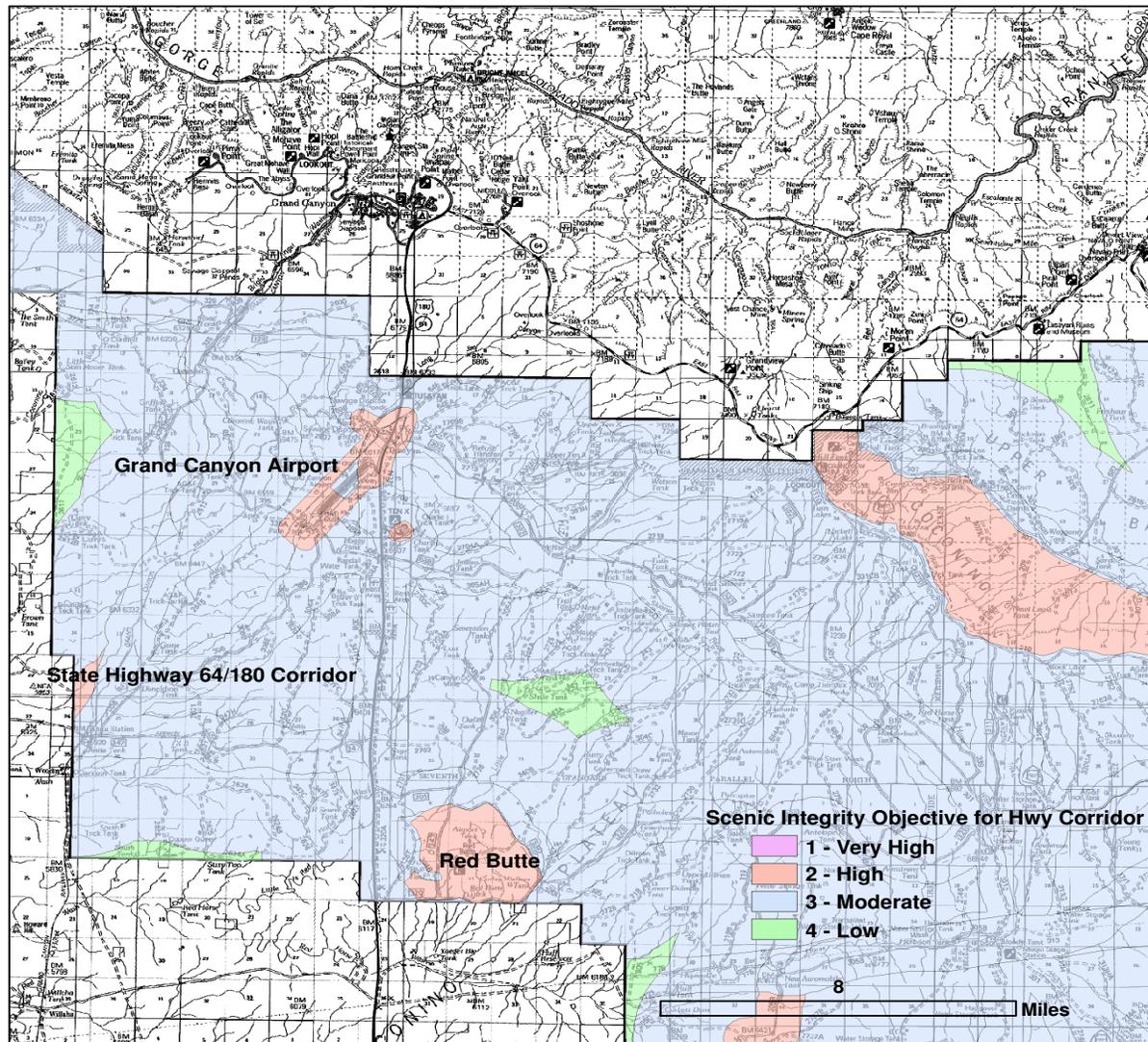


Figure 3. Illustrates the scenic integrity objective for the Highway 64/180 corridor

Concerns Identified

- 1) Potential height of towers.
- 2) Tower structure
- 3) Type and appearance of support buildings
- 4) Views from Highway 64/180 from both lanes of traffic
- 5) Avoid sky lighting by locating a tower where a road curve will visually emphasize the disturbance.