

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

731



FROM: Economic Development Agency

SUBMITTAL DATE:
July 29, 2010

SUBJECT: Communications Use Lease – U.S. Department of Agriculture, Forest Service, Elsinore Peak Communications Site

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Lease and authorize the Chairman to execute same on behalf of the County of Riverside (County).

BACKGROUND: Riverside County Information Technology (RCIT) operates radio equipment in support of the Public Safety Radio System, whose mission is critical to the County's Sheriff and Fire Departments. The Public Safety Enterprise Communications (PSEC) project is responsible not only for upgrading the existing network of communications sites but also for adding approximately fifty new sites to this existing network. Elsinore Peak in the Cleveland National Forest is an existing critical site that requires upgrading. The planned construction activity is not permitted under the existing lease that expires in 2017.

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost 09/10:	\$0	For Fiscal Year:	2010/11

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer V. Sargent*

County Executive Office Signature Jennifer V. Sargent

Reviewed by: *[Signature]*
 CIP TEAM
 Form Approved County Counsel
 DATE: 7-22-10
 BY: *Synthia M. Gunzel*
 SYNTHIA M. GUNZEL
 BY: *Anna S. [Signature]*
 Anna S. [Signature]
 Matt Flynn, Chief Information Officer
 Riverside County Information Technology

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.52 of 9/2/08

District: 1

Agenda Number:

3.21

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Communications Use Lease – U.S. Department of Agriculture, Forest Service, Elsinore Peak
Communications Site

July 29, 2010

Page 2

BACKGROUND: (Continued)

The United States Forest Service (USFS) will issue a new twenty year communications site lease that re-defines the footprint along with granting of the lengthier term.

The Economic Development Agency and PSEC have negotiated a new twenty year Communications Use Lease for the site. Site development costs will come from PSEC funds that are already budgeted. The site is rent free unless and until the County allows subleasing to commercial entities, in which case rent would be assessed based on existing federal schedules. At this time, the County has one sublease with Southern California Edison.

The Communication Use Lease is summarized below:

Grantor:	U.S. Department of Agriculture Forest Service Trabuco Ranger District Cleveland National Forest 1147 E. Sixth St. Corona, CA 92879
Premises Location:	Elsinore Peak Communication Site Lake Elsinore, California
Term:	Approximately 20 years expiring January 31, 2030
Rent:	None
Utilities:	Electricity only, paid by County directly

The attached Communications Use Lease has been approved as to form by County Counsel.

731

Authorization ID: TRD104202
Contact ID: RIVCOUNTY, EDA
Expiration Date: 12/31/2029
Use Code: 806

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

**U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
COMMUNICATIONS USE LEASE
AUTHORITY:
FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976**

COUNTY OF RIVERSIDE, Attn: Economic Development Agency, 3403 Tenth St., Suite 500, RIVERSIDE, CA, 92501.

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 COUNTY OF RIVERSIDE, a political subdivision of the State of California, 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 Cleveland 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 of 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 Riverside State of California, SW1/4 Sec. 31, T. 6 S., R. 4 W., SAN BERNARDINO MERIDIAN, Elsinore Peak (hereinafter called the "property"). Elsinore Peak is located at Latitude 33° 36' 08" North and Longitude 117° 20' 35" West. 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 private mobile radio communications facility. Authorized facilities under this lease include:

Equipment shelter(s):

Equipment building (concrete) with dimensions of 24' wide x 30' long x 10' tall, painted "Mesa Tan"

Antenna support structures:

2 (two) Self-supporting lattice towers 100' tall

Ancillary structure(s):

1. Generator shelter, attached to equipment building. Shelter will have dimensions of approximately 13' wide x 22' long x 8' tall. The walls will be of CMU construction and the roof will be metal. A screened upper area will be installed between the wall and roof.
2. 2000 gallon propane tank
3. Chain-link security fence. Fence will be 7' tall with 3 strands of barbed wire strands on top, sloped outward.
4. Driveway and parking area

The location of the property is shown generally on the site management plan dated July 20, 2004 for the Elsinore Peak 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 December 31, 2029. 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 B operation shall commence on August 2, 2010. 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 thereunder 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 2 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.
- 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 31 U.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.

E. Nondiscrimination (B-1).

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.
2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.
4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

F. Protection of Habitat of Endangered, Threatened, and Sensitive Species (X8). Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this authorization, or identified on the ground.

Protective and mitigative measures specified by the authorized officer shall be the responsibility of the authorization holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

G. Archaeological-Paleontological Discoveries (X17). The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

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

LESSEE:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 7-22-10
SYNTHIA M. GUNZEL DATE

By: _____
Name: MARION ASHLEY
Title: Chairman of the Board

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

KEITH W. FLETCHER
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.

EXHIBIT A
TRD104202

COMMUNICATIONS SITE MANAGEMENT PLAN
ELSINORE PEAK
TRABUCO RANGER DISTRICT
CLEVELAND NATIONAL FOREST

Reviewed by /s/ Keith W. Fletcher Date 6/3/2004
District Ranger

Recommended by /s/ Robert G. Macwhorter Date 6/4/2004
Forest Supervisor

Approved by /s/ Leigh S. Beck Date 7/20/2004
Regional Forester

County of Riverside Initial and Date Acknowledgement of Receipt of pages 1-30:

Initial Date

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COMMUNICATIONS SITE MANAGEMENT PLAN

ELSINORE PEAK

TRABUCO RANGER DISTRICT

CLEVELAND NATIONAL FOREST

I. INTRODUCTION

The terms used in this communication site plan conform to the definitions listed in the October 27, 1995, Federal Register notice "Fee Schedule for Communications Uses on National Forest System Lands" and clarifications provided in Forest Service Handbook 2709.11, Chapter 90. In the event of a conflict, between the plan and these sources, the Federal Register notice and the Forest Service Handbook will govern.

The words "lease" and "lessee" as used in this plan refer to the relationship between the Forest Service and the Forest Service communications use leaseholder, the lessee. The words "customer" and "tenant" refer to the relationship between the lessee and the occupants in the lessee's facilities.

LEASE – An authorization issued to a communication facility owner or facility manager, allowing for the use of National Forest System lands to construct and or operate a communications facility and unless specifically prohibited, to sublease to occupants in that facility.

LEASEHOLDER OR LESSEE – Facility Owner/Facility Manager

CUSTOMER – Entities that pay a facility owner, facility manager or tenant for communications services and are not re-selling or broadcasting communications services to others

TENANT – A communications user who rents space in a communications facility and operates communication equipment for the purpose of re-selling, or broadcasting communications services to others for profit.

COMMUNICATIONS SITE – An area of National Forest System land designated through the land and resource management planning process. A communications site may be limited to a single communications facility, but most often encompasses more than one. Each site is identified by name; usually a local prominent landmark, such as Elsinore Peak Communications Site.

FACILITY MANAGER – The holder of a Forest Service communications use authorization who leases space for other communication users. A facility manager does not directly provide communications services to third parties.

FACILITY OWNER – Individual, commercial activities, organizations, or agencies that, owns a communication facility on Federal land; own and operate their own communications equipment; and hold a communication use authorization.

NON-BROADCAST – This category includes Commercial Mobile Radio Service (CMRS), Facility Managers, Cellular Telephone, Private Mobile Radio Service (PMRS), Microwave, Local Exchange Network, and Passive Reflector. These uses are further defined in FSH 2709.11 90.97 Exhibit 01.

BROADCAST – This category includes Television Broadcast, AM and FM Radio Broadcast, Cable Television, Broadcast Translator, Low Power Television, and Low Power FM Radio. These uses are further defined in FSH 2709.11 90.97 Exhibit 01.

This plan is intended to be used by Forest Service officials, administering communication uses at Elsinore Peak, existing lessees, and applicants desiring a lease or a lease amendment. The plan will be kept updated by amending pages or sections of the plan rather than issuing a revised edition of the plan. When a revision is necessary, the plan will be amended by letter from the Trabuco District Ranger enclosing a copy of revised pages or sections. The amendments will be consecutively numbered.

The Cleveland National Forest's Land and Resources Management Plan has been amended, July 24, 2003, to recognize and designate the Elsinore Peak communications site for low-power, non-broadcast uses. The senior uses at this site are the two-way communication uses for public safety, microwave relay, and cellular. The maximum power output for the Elsinore Peak communications site is based on the maximum output allowed for two-way radio under the Federal Communications Commission's rules at Title 47, Code of Federal Regulations, Part 90.

This plan updates the current plan, which was approved in 1982. This new plan has technical standards for better management of the Elsinore Peak communications site. This plan governs development and management of Elsinore Peak and will be modified in the future as needs and conditions warrant. Any future such uses must be designed, installed, operated, and maintained to be compatible and not interfere with the primary uses.

A. Location and Description

Elsinore Peak is located on the Trabuco Ranger District of the Cleveland National Forest, approximately 50 miles east of Newport Beach at an elevation of 3,572 feet. It is located in Section 31, Township 6 S., Range 4 W., S.B.M. Latitude 33° 36' 08" North and Longitude 117° 20' 35" West. Elsinore Peak is in Riverside County.

Commercial power is provided by Southern California Edison.

Map Exhibit A should be referred to when reviewing and using this plan.

II. OBJECTIVES

To accommodate the existing and future uses consistent with good land management and communications management practices, under the standards of the Cleveland National Forest's Land and Resources Management Plan. To primarily provide for public safety and high quality communications environment for existing users and to maximize efficient use of the communications site while minimizing user interference and mitigating environmental impact as well as to maintain a reasonable level of aesthetic integrity. This will provide for improved electromagnetic compatibility of all users.

The 1982 Communications Site Plan, Environmental Analysis and Decision Memo authorized a total of five facilities to be constructed at this site. All of the designated lots have been occupied. When the last building is complete, no additional new facilities requiring a new lease at Elsinore Peak will be authorized unless the Forest Land and Resource Management Plan and this plan are amended through the appropriate NEPA process. The current projection is that this space will not be fully utilized within the next 5 years.

Hold all Lease Holders responsible for their uses and those uses which are included in their facilities as tenants and customers to inspect and insure that all facilities are designed, installed, operated, and maintained according to the FCC or NTIA standards contained in their respective licenses; with the terms and conditions of the Lease issued by the Forest Service; and the standards contained in this plan and as amended.

III. AUTHORITY and JURISDICTION

A. Authority

Forest Service authority to authorize and manage communications uses on National Forest System lands derives from the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761-1771); Title 36, Code of Federal Regulations, part 251, subpart B (36 CFR 251, subpart B); Forest Service Manual (FSM) 2700 and FSM 6600; Forest Service Handbook (FSH) 2709.11, chapter 90, and FSH 6609.14.

B. Jurisdiction

The Forest Service has jurisdiction over the use and occupancy of National Forest System (NFS) lands for communications purposes under the National Forest Management Act (NFMA) of 1976 (16 U.S.C. 1600 *et seq.*); the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1701 *et seq.*), and Title 36, Code of Federal Regulations, part 251, Subpart B (36 CFR part 251, subpart B).

The Federal Communications Commission (FCC) has jurisdiction over the use of non-Federal channels of radio and television transmission under licenses granted by the FCC. The National Telecommunications and Information Administration (NTIA) has jurisdiction over the use of Federal channels of radio transmission under authorizations granted by the NTIA.

The issuance of an FCC license or NTIA authorization does not authorize the use and occupancy of NFS lands. A Forest Service special use authorization is required for the use and occupancy of NFS lands for communications purposes.

The Forest Service has jurisdiction over resolution of conflicts associated with the use and occupancy of NFS lands, such as those involving location and re-radiation. The FCC and NTIA are not responsible for resolving occupancy conflicts associated with the use and occupancy of NFS lands or the resolution of other conflicts when entities are operating within the limits of their FCC license or NTIA authorization. However, the FCC or the NTIA may be useful in assisting in the resolution of interference problems or other frequency conflicts.

IV. RESPONSIBILITY

Responsibility for granting occupancy and use of National Forest System lands rests exclusively with the U.S.D.A. Forest Service. The Trabuco District Ranger has the authority to issue communication site leases and manage communication sites in the Trabuco Ranger District including Elsinore Peak.

The responsibility for correcting interference problems rests with licensees and the F.C.C. or NTIA, as appropriate. The first users at a site have seniority with respect to the resolution of interference complaints. New users on a site must correct, at their expense, interference problems that they create. They must cease operation of the suspect equipment until the problem is corrected. If interference problems cannot be resolved or corrected within a reasonable time, they must remove their equipment from the site. All users have an obligation to maintain their equipment to industry standards, to operate their systems in accordance with the terms of either their FCC license or NTIA frequency authorization and to comply with the Forest Service communication site lease and site plan under which they operate. Lease Holders have a responsibility for their use as well as the uses they include as customers and/or tenants.

V. HISTORY AND EXISTING USE

Elsinore Peak was first developed in 1971 when the State of California, Department of Forestry established a radio repeater for better communications into southwest Riverside County. In 1973, the Western Telecommunications Corp constructed a microwave relay station on the peak. In the early 1980's the County of Riverside was authorized and constructed a facility at the site. Although ownership has changed over the years, the current four facilities provide tower and building space for industry, utility, and government two-way radio and microwave relay radio, and paging services.

Each facility owner/facility manager has a communications site lease with the Forest Service. Occupants in federal facilities are required to have an individual Special Use Permit. Those in non-federal facilities no longer are required to hold an individual special use authorization.

VI. LAND MANAGEMENT PLAN

Regulations governing Forest Service management of communication sites are found in 36 CFR, Part 251, Subpart B. The 2700 section of the Forest Service Manual and Forest Service Handbook 2709.11, Chapter 90, are also primary sources. The Cleveland National Forest

Land and Resources Management Plan contains goals and policies that apply to the Cleveland National Forest as a whole including objectives for management of communications sites. The plan designates Elsinore Peak communications site as primarily a low power, non-broadcast radio, and microwave repeater site. Other uses which currently exist or which may be added as tenants or customers to existing lease holders must be consistent with current uses, strictly designed, installed, maintained, and operated according to their FCC/NTIA license, standards and guidelines contained in the Forest Land and Resources Management Plan, and objectives and standards contained in this document as amended.

VII. PLANNING INFORMATION, STANDARDS AND CRITERIA

A. General Information

1. The lessees will serve as the prime contacts with the Forest Service, and will be expected to ensure that all occupants of their facility comply with the stipulations of the communication site lease.
2. Where possible and compatible, joint use will be required in all facilities, including buildings, access ways, parking areas, towers.
3. Leases will be issued for the area actually occupied by authorized improvements. (Footprint of the communication facility) Lessees do not have the authority to authorize others facilities adjacent to or within their defined lease area.
4. Other than general maintenance, all improvements such as building additions, antenna structures, and any ground disturbing activities must have a written environmental document and advanced written approval of the Forest Service.
5. Inspections will be conducted to ensure that the terms of the leases are being met. General practice will be to give the lessees two weeks advance notice of on site inspections. Less advance notice may at times be necessary or desirable. Lessees or their designated representative will be present at inspections. The Forest Service may be accompanied by officials of other government agencies, such as the FCC.
6. The facilities and associated grounds must be maintained in a neat, safe and orderly manner. Annually, or more often as may be required, maintenance will be discussed between the lessees and the Forest Service, and the understanding reached will be documented in a letter to the lessees.
7. Sanitary facilities must meet applicable County Health Department approval and must be provided by the lessees for their own use, in a manner and location satisfactory to the Trabuco District Ranger. All of the lessees and their tenants must provide for the removal of trash and garbage from National Forest System lands.

8. Commercial electrical power is provided to the site by the Southern California Edison. Installation of power lines are provided in an authorization issued by the Forest Service to Southern California Edison.
9. Commercial telephone service is provided to this site by Verizon California Inc. and authorized under separate authorization.
10. All utilities lines shall be underground and shall be buried in accordance with the Forest Land and Resources Management Plan and local ordinances and codes. Location of all utility lines will be posted.
11. Excavation and grading for facilities and roads must be adequate for future construction and extension of the facilities and roads, based on projections by the Forest Service.
12. The area around this site is a popular sightseeing area. Because of public safety, vandalism, and litter, the site is closed to general public vehicular traffic. The gate needs to be maintained and kept locked.
13. Patrolling and policing for security purposes are the lessees' responsibility. Lessees may have extra fencing, but groups of buildings rather than a single building must be fenced. This approach will reduce visual clutter and utilize existing space more efficiently.
14. Roads to Elsinore Peak are native material and are a combination of County Roads and Forest Service easement from the State and are only maintained annually as funds are available.
15. For the purpose of calculating rent, Elsinore Peak is outside the Los Angeles Ranally Metro Area (RMA) and therefore the closest largest community is Lake Elsinore. This community is in population Zone 6, 100,000 – 299,999 people. By October 15 of each year, the lessee shall provide the Forest Service authorized officer a certified statement listing of the names of all tenants and customers, by category of use, in the facility on September 30th of that year. This certified list will be used for the purpose of calculating the lessees' rent.

B. Radio Frequency Interference (RFI) Criteria

1. For the purposes of this document, RFI can only be generated in three places: in a transmitting system, in a receiving system and/or at some external location. The object of interference control work is to properly address all of these areas so that interference does not occur.
2. Issues pertaining to receiver filtering and external sources of interference will be covered later in this document. For the moment, the general requirements of transmitting system design will be addressed.
3. Each transmitting system is considered to consist of one or more transmitters, a transmitter power combiner (if needed), external RF filters, transmission lines, and antennas. Effective radiated power (ERP) shall be defined as the total peak

power of any antenna with all transmitters turned on and shall be referenced to a half-wave dipole.

4. Theoretical Design Criterion: Each transmitting system shall be designed so that its theoretical interfering signals are at least 20 dB below the dummy-loaded detection thresholds of all receiving systems at all other lease holder sites.

For example, suppose Lease Holder A has a receiving system with a dummy-loaded sensitivity of $0.2 \mu\text{V}$ (-121 dbm) for 12 dB SINAD @ a given VHF high band frequency. Lease Holder B must be sure that its transmitting system – on a theoretical basis – is sufficiently shielded and filtered so that the maximum induced signal in Lease Holder A's pass band – with outdoor antennas connected – is no more than $0.02 \mu\text{V}$. If more than one transmitting system is involved, this requirement shall apply to each system separately.

5. Operational Check: Even if the theoretical design criterion mentioned above is met, some interference to receivers may still occur because of insufficiently shielded or filtered receivers or external junctions which act as sources of wideband noise (including generation of harmonics and intermodulation products). A new user who causes more than a de minimis rise in the existing noise floor at another Lease Holder's site – and who cannot cure that problem – should not be allowed to become a permanent tenant.
6. Radio users have a continuing obligation to perform reasonable on/off transmitter tests to determine the interference effects associated with their operations. Should RFI occur, cooperation between all parties to resolve the interference is mandatory.
7. Noise Floor: The "noise floor" at Elsinore Peak has not been formally measured.

The objective for this site is to maintain an optimum "noise floor" to at least -100 dbm for low band. Any new tenants or customers will not subject the current users of the site to any measurable degradation of the current noise floor on all frequencies reasonably removed from the user's own frequency, thereby not causing any measurable degradation to existing receiver performance of the senior uses.

C. Structures: Standards and Criteria

There will be no new facilities beyond the one facility authorized in 1998, but not yet built, allowed at Elsinore Peak. The maximum number of leases has been authorized until the existing authorized facilities are constructed, full and a new site specific NEPA analysis and decision have been completed.

If an existing facility is substantially damaged, (i.e., by an earthquake), the facility owner or facility manager must have prior authorization by the District Ranger to rebuild.

Existing facilities will normally be allowed to be refurbished, have expansions, construction of towers, generator rooms and installation of propane tanks, but must have prior authorization by the District Ranger.

To maximize use on the peak structures under construction will be located to avoid physical interference with existing users; to minimize visual impact; and to minimize impact on soil and vegetation.

The conceptual design guidelines will be used to evaluate construction proposals. The design guidelines are conceptual only, and are for consideration of the visual resource management of the site. All new construction will have to be designed specifically for the site proposed for the construction, taking into consideration not only the visual resource, but also topography, technical feasibility, communications engineering, and economic factors. In addition to the conceptual guidelines, the following are standards and criteria that have been adopted for Elsinore Peak communications site:

1. Facilities - Weather Conditions

All structures will be erected to withstand maximum predictable conditions of severe weather. Thus towers, with anticipated antennas, buildings and any other structures must be designed for 120 mile per hour winds, severe icing, and loads of up to five feet of snow at one extreme, and over 100 degree temperatures and severe fire conditions at the other extreme.

2. Building Size

New communication buildings will be a minimum building size will be 1200 square feet and one story. If topography would dictate otherwise, a smaller communications building could be built.

3. Buildings, Walks, and Floors

- a. Buildings, walks, and floors must be constructed of concrete block, masonry, reinforced concrete, or equivalent.
- b. Roof surfaces must be non-reflective.
- c. The building color will be approved by the Forest Service to reduce visual impact. Any change in color scheme will generally not be required until the existing building is due to be repainted.

4. Auxiliary Propane Power Generators

- a. Generators will be authorized if the unit is contained within a cement block enclosure.
- b. Generators' fuel lines and fuel tanks must be installed to meet local and State requirements.

- c. The fuel lines must be buried in accordance with local government, ordinances and code.
- d. The location of the fuel lines must be posted.

5. Facility Identification

- a. The number of the building facility and one or more emergency telephone number for contacting the lessee or a representative must be posted on each building, on all doors entering the building and on gates in the fence where appropriate. The telephone numbers listed must provide assurance of contacting the lessee or a representative at any time on a 24-hour basis.
- b. The size of all letters and numbers must be at least two inches in height.
- c. Posting of telephone numbers must be kept current.

6. Fencing

- a. The standard fencing is eight feet (8') galvanized steel chain link, with three (3) barbed wire strands on top, sloped outward. If higher fences for security purposes are requested, site specific review and approval must be obtained prior to installation.
- b. Fences must be properly grounded and maintained.
- c. Gates in the fence must be adequate for Forest Service access.
- d. Access through the locked gates will be provided for the Forest Service and Southern California Edison.

7. Antenna Support Structures (Towers)

- a. Antenna support structures will be designed to accommodate the reasonably predictable needs of the user to match the space available in the building. Tower height will be the minimum necessary to accommodate the authorized antenna.
- b. Antenna support structures must be of lattice-type galvanized steel and must be self-supporting. New towers shall comply with the current EIA/TIA – 222 standard.
- c. Galvanized steel towers structures will not require painting.
- d. The maximum tower height will be 120 feet. No tower lighting will be authorized at this site.
- e. All towers in excess of forty feet in height must have ice shields installed to protect people and lower antennas and dishes.

- f. Dissimilar metals must not be placed in contact with each other in such a manner that would create a galvanic junction or RFI, nor should they be allowed to make "casual" or scraping contact. For example, bare copper transmission line in contact with a steel tower is an invitation for electrolysis and RFI.
- g. At no time should similar metals make "casual" or scraping contact. For example, coiled or lumped guy wire pigtailed are potential sources of RFI. Loose nuts, bolts, mounting brackets, transmission line hangers and other such hardware may also create RFI.
- h. All tower hardware should be periodically inspected and tightened. Dangling, corroded or unused hardware should be removed immediately. (Even a damp rope whipping against a transmitting antenna can cause arcing and wideband noise).
- i. Rust on towers and antennas should be removed and the affected areas properly treated.
- j. Towers and antennas should survive a "shake test" without producing noticeable RFI.
- k. Anti-climb devices, removable steps, or other means to discourage unauthorized climbing of the towers shall be used.

8. Microwave Dishes

- a. All radiating parabolic dish antennas shall be equipped with a radome (cover) to prevent perching on the feedhorn within the near-radiating field. This requirement is authorized under Clause III. C. in the Forest Service communications use lease, which provides that the "Lessee will comply with applicable laws, for environmental protection."
- b. Radomes not currently in place shall be a gray. Manufacturer's trademark on the radome shall not stand out.
- c. Microwave dishes and covers will be gray in color.
- d. Fences or other structures associated with the antenna shall be at a height to prevent perching in direct line with the antenna dish.

9. Antennas

- a. All antennas shall be installed in accordance with the manufacturer's specifications.
- b. Antennas installations shall be designed and constructed to minimize interference.

- c. All antennas shall be terminated to the proper feed line.
- d. All antennas not in immediate use will be terminated in their characteristic impedance (Z_0) to prevent re-radiation of intercepted signals or noise and if not anticipated to be utilized within the current year, must be removed from the towers.
- e. Unused antennas from the previous year which are not removed by September 30 each year will be included in the billing at the full year schedule rate.
- f. Tall whip-type antennas should be secured at the top and bottom to avoid wind induced flexing which can lead to intermittent connections and RFI effects.
- g. Vertical separation with respect to adjacent towers will be taken into consideration before installation.

10. Transmission Feed Line

- a. All transmission lines should be solid shielded and insular jacketed. Braided outer conductor coaxial cables with double shields and insular jackets may be used for short pigtailed and jumpers.
- b. RF connectors should be sealed appropriately so as to prevent corrosion and metal-to-metal contact with tower structures. Silver or silver plated connectors are recommended.
- c. RF connectors using magnetic and para-magnetic materials (e.g. stainless steel, nickel plating, ferrites) should not be used.
- d. Feed lines shall be grounded in compliance with manufacturer's recommendations, if available.
- e. Unused feed lines shall be terminated in their proper impedance. No unterminated feed lines shall be permitted.
- f. Old feed lines that will not be return to service, shall be removed.

11. Transmitters and Receivers

- a. All commercial/government-transmitting operations shall be authorized by the FCC or IRAC/NTIA.
- b. All radio equipment shall be Type Accepted or Notified in accordance with FCC or other governmental requirements. Amateur and other equipment not requiring formal acceptance/notification shall also meet pertinent acceptance/notification standards before being installed at multi-user sites. The EIA/TIA-603 standards document, published by the Telecommunication Industry Association (TIA), is a good reference source for equipment specifications.

- c. Radio equipment used for an application should be designed for that application. Land-mobile radio equipment intended for use in a mobile installation shall not be used as a mountain top base station or repeater.
- d. RFI may occur because of cabinet leakage or imperfect equipment shielding. Unwanted signal ingress or egress may involve local oscillator, multiplier, I.F. and harmonic frequencies. Sufficient shielding must be employed to avoid cabinet leakage effects. Transmitter and receiver shields should not be removed except during repair activities. Supplemental shields should be purchased and installed, if available.
- e. Incompatible frequencies should be discouraged. A proposed transmitting frequency which is too close to an existing receiver frequency would be one example of an incompatible and inadvisable operation. Control stations or base stations which use-reversed frequency pairs must not be allowed.

In the following items, which refer to receivers, the word "receivers" includes preamplifiers and multi-couplers.

- f. All receivers will have sufficient "front-end" pre-selection (filtering) to prevent receiver-induced interference effects.
- g. Additional protective devices such as resonant cavity filters or crystal filters may be required to further protect the receivers from interference.
- h. In extreme circumstances, strong signals at the inputs of unprotected receivers can cause intermodulation and harmonic products to be reradiated to the detriment of others users.

12. Bandpass Filters and Circulator/Isolators

- a. All transmitters must have circulators (isolators) AND bandpass filters installed to adequately suppress harmonics, wideband noise, intermodulation products and out-of-band spurious products to prevent direct interference to other users under all operating conditions.
- b. In the event that circulators (isolators) are not readily available or practical for a particular application, additional bandpass filtering must be employed to provide the necessary protection.
- c. Simple pass-notch duplexers are generally inadequate as wideband interference control devices. A pass-notch cavity filter will not exhibit the excellent out-of-band rejection characteristics of a simple bandpass filter. Bandpass cavity filters (sometimes in combination with harmonic filters) may need to be added to duplexers to achieve satisfactory results.
- d. Many bandpass filters will "open up" and pass odd-order harmonic frequencies or emissions, which are close to the harmonics. Separate harmonic filters shall be used, when necessary, to control these frequencies.

- e. In many cases a circulator (isolator) will be built into a transmitter power amplifier assembly or otherwise installed as part of the transmitting equipment. Additional isolators may need to be added for operation at a multi-user site.
- f. A circulator (isolator), by itself, is a strong harmonic generator. Adequate harmonic filtering will be employed.
- g. The dummy load associated with a circulator (isolator) should be capable of dissipating full transmitter output power.
- h. All protective devices must be adequately maintained. Corrections or repairs shall be made immediately.

13. Grounding

- a. Each facility shall employ and maintain an industry standard site-grounding system.
- b. All towers, buildings, and equipment shall be properly bonded to a common facility ground.
- c. Facility grounding must be constructed with #2 AWG or larger copper wire bonded to adequate copper electrode system and/or a maintained chemical grounding system.
- d. All buried joints must be welded. Equipment grounding shall be of industry standard and must be bonded to the facility ground system.

14. Electrical Service

- a. All electrical facilities, equipment, and their installation shall conform to the "National Electrical Code", and local laws.
- b. All permanent AC wiring shall be installed in metallic conduit.
- c. Back-up power units shall conform to the "National Electrical Code" and local laws.

15. Housekeeping

- a. Rusty or corroded fences should be replaced and/or treated as required.
- b. Fences should survive a "shake test" without producing noticeable RFI.
- c. Effective tower, transmission line, equipment and fence grounding is essential.

- d. Construction debris constitutes a potential source of RFI and shall not be allowed to accumulate. Debris, which remains adrift, such as from installation and modification activities, may raise the noise floor for all users.
- e. The use of active signal "booster" systems is to be discouraged. (In its simplest form, an active booster consists of a receiving antenna, a passband filter, an RF amplifier and a transmitting antenna some distance away). VHF/UHF boosters are often unstable. Self-oscillations can cause widespread interference effects.
- f. Cellular telephones, handie-talkies and similar portable devices are to be used with extreme caution at the communications site to avoid overloading and possible destroying sensitive receiving equipment already in place.
- g. No temporary installations that fail to meet the guidelines of this document will be allowed.

16. Construction Plans

- a. All plans, unless otherwise approved in writing by the Trabuco District Ranger, for buildings, grading, towers and other construction must contain a certification by a licensed architect or engineer that the proposed improvements comply with all County and State codes as well as the conditions of this plan.
- b. If the County requires issuance of a building permit, a copy of it must be submitted to the Trabuco District Ranger before the proposed improvement can start construction.

17. Communications Site Plan Map

The location of all improvements will be shown on the communications site plan map. The map shall also be maintained in a digital (AutoCAD) format. Changes initiated by lease holders will be added to the digital version of the map.

D. Unique or Special Environmental or Resource Protection Considerations

Discouraging Condor/Raptor Use at Communications Sites

Condors naturally seek high points to roost. In order to fly they require favorable winds and perches to help search for food using their keen vision. Communication sites offer elevated peaks with the added attraction of multiple landing perches. When they roost at these sites, their curiosity can lead to hazards to the birds and damage to the facilities. Condors may be harmed by perching in locations where concentrated radio frequencies occur, such as near antennas or in direct line with security fences or support facility rooflines. Condors will pull and peck at any loose wire or soft object, such as insulation, rubber, or weather stripping. They may also become entangled in wires or towers, or harmed in other ways. Possible solutions may include the five items listed below, and after a site-specific survey, the Forest Service may require additional measures.

1. Place anti-perching devices along open horizontal surfaces at tower tops, protruding arms, along the edge of flat roof tops or roof ridges, along a quarter-arch on the front edge of large drum micro-wave dishes, and along horizontal coverings or tracks holding wave-guides.
2. Immediately remove trash and garbage from the site.
3. Secure all loose wires.
4. Cover all insulation or other soft materials.
5. Cover any spill retention or catchment basin or other structures that may collect and hold water or other liquids condors may attempt to drink.

Heritage Resources

Prior to the approval any activity that could affect historic or prehistoric resources, the following are required to be completed:

1. Ensure that the proposed plans do not conflict with any heritage resources that may contribute to the prehistoric and historic themes that are present within the entire Elsinore Peak Communication Site, or any stipulations developed to preserve those themes.
2. An inventory of the project area, if one has not been done, to identify heritage resources or on-the-ground examples that contribute to any of the significant themes.
3. Appropriate level of tribal consultation.
4. Documentation of compliance with the Section 106 of NHPA.

Any proposed development will be planned so as to retain as much of the evidence of the historic remains as possible. The Forest Service must pre-approve any modification, or maintenance of buildings, antenna structures, or appurtenant facilities.

VIII. ACCESS ROADS

The South Main Divide road (6S07) from the Ortega Highway provides surfaced access to the intersection of the access road which is native material and approximately 2300 feet in length and gated.

There are periods when National Forest System lands, covered by a communication site lease, may be closed to entry due to extreme fire danger. Such as when there are multiple fires throughout the country and Forest Service firefighting resources have been depleted. Use of the roads to the site during the fire closure would be authorized for the lessees and their representatives by an emergency Forest order

The Forest Service currently maintains Forest Development Roads consistent with overall management needs and as finances permit. Blading and drainage maintenance occurs once per year if budget constraints allow. More frequent or earlier maintenance will be the lessee's responsibility

On Forest Service gates, for accessing the site, the minimum number of locks will be used to provide access to those authorized at the site.

Leaseholders and authorized users will be directed to an authorized locksmith to purchase gate keys to this site.

IX. FIRE SAFETY AND HAZARD REDUCTION

All facility owners will be responsible for maintaining hazard reduction annually at their communications facility from May 1, through November 1. The vegetation must be reduced as needed to keep the height of all live and dead material within six inches of the ground. The purpose of the hazard reduction is to protect facilities within the communication site. Hazard reduction around each facility must be accomplished in accordance with applicable laws, regulations, orders, and ordinances to the satisfaction of the authorized officer. A 30 – 100 foot zone must be created around each facility that is cleared of all vegetation except grass or forbs. The actual clearing zones will be determined by the Forest Service fuels specialist. Vegetative control measures will require advance written approval by the Forest Service. A fire plan will be prepared for each communication facility.

Items to be included in the plan are:

1. Fire prevention measures, including a hazard reduction plan.
2. Fire suppression procedures for fires occurring within the building or as a result of actions taken under the Forest Service communication lease.
3. Notification procedures for fire emergencies.
4. Each building facility will have at least one 20# ABC fire extinguisher.

X. AUTHORIZATION FOR COMMUNICATION FACILITIES

New authorizations must be initiated through the Trabuco District Office located at 1147 East Sixth Street, Corona, CA., 92879. The telephone number is (909) 736-1811. The Communication Site Lease, Forest Service Form FS-2700-4a, authorizes the use and occupancy of National Forest System lands for communications uses for a period of up to thirty (30) years. The communication site lease is assignable upon prior written approval of the Trabuco District Ranger. If the lessee sells improvements covered by the lease, lessee and new owner must notify the Forest Service in writing prior to transfer of improvements. (The FS-2700-3a is a convenient format to accomplish the transfer of improvements.) Leases in which the rent has been waived or exempted are not assignable. This communications site plan for Elsinore Peak will be made a part of all communication site leases issued for Elsinore Peak and will be enforced through those leases. Each lessee will include the requirements of the communication site lease and the site plan into any documents that establish a contractual or business relationship between the lessee and the occupants in their facilities. The lessee is responsible for enforcing those provisions.

- A. Procedures for Allowing New Frequencies.

1. Frequencies - Before any new frequencies are authorized to operate on Elsinore Peak the process described in Exhibit F flowchart must be followed to ensure that new frequencies do not cause interference and are otherwise compatible with existing use categories.
2. Construction of New Facilities - Before any new construction projects are approved on Elsinore Peak the lessee shall complete the following processes:
 - a. Submit to the Trabuco District Ranger a conceptual drawing of the construction project for review and approval.
 - b. After approval of the conceptual drawing, the lessee or proponent shall have three sets of plans drawn by an accredited engineer or architect, of the construction project and submit them to the Trabuco District Ranger for final approval.
 - c. After the three sets of plans have been stamped as approved by the Trabuco District Ranger, the lessee holder or proponent shall take the plans to the designated County planning department, (Riverside County) for code compliance review. They will check the three sets of plans for code compliance. When the three sets of plans have been stamped approved by the County submit them to the Trabuco District Ranger.
 - d. The Trabuco District Ranger will review the plans approved by the County and the appropriate environmental document.
 - e. The Trabuco District Ranger will provide a copy of the amendment to an existing lessee for reconstruction or addition projects. When the lessee approves the amendment, they will sign it and return it to the District Ranger. The Trabuco District Ranger will execute the amendment and return it to the lessee with one set of approved stamped plans.
 - f. Construction may begin after contacting the Trabuco District Ranger to establish a project starting date. On large projects there would be a pre-construction meeting before construction may commence.
 - g. A copy of the current AutoCAD map of Elsinore Peak will be provided and an accredited engineer or architect must amend this file with the "as built" facilities so that they are geo-referenced to other features on the site map.

XI. TRABUCO DISTRICT ELECTRONIC USERS ASSOCIATION (TDEUA)

The objective of the sanctioned Trabuco District Electronic Users Association (Association) is to represent the lessees and occupants of the communication facilities in dealing with the Trabuco Ranger District, Cleveland National Forest on matters relating to the lessees use and occupancy of the Elsinore Peak communications site. The Association can identify and suggest solutions to existing or anticipated problems at the site. The advice and recommendations of the Association are not binding on the Forest Service; however, the District Ranger will take their recommendations into consideration. Advice and recommendations from the Association will enable the Forest Service to make more timely decisions regarding communication facilities, tower proposals, new type of equipment, and procedural matters. Conversely, without an effective Association, management of the site will be less efficient in meeting the desires of new and existing lessees. Lessees and

occupants of their communication facilities are not required to join the Association. The Association will keep non-member lessees informed of pertinent information relating to Elsinore Peak.

The Association will also assist the Forest Service in performing general site inspections. The scope of these inspections will be confined to what can be seen on the outside of any lessee's facility, unless the Forest Service is doing a more in depth inspection for compliance with the technical standards which are a part of the Santiago Peak communications site plan that would require entrance into the lessee's communication facility or for audits for compliance with inventories of the types of uses being operated within a facility, as reported to the Forest Service.

In June of 1996 the TDEUA formed a Technical Standard Committee to write standards and guidelines to help manage the communications sites on the Trabuco Ranger District. The committee was comprised of seven industry members and one Forest Service member. These standards have been incorporated into the Elsinore Peak communications site plan. The Forest Service has edited the standards to comply with the direction for the management of Elsinore Peak.

In 1981 the TDEUA formed and constituted their Association, formerly known as the Santiago-Modjeska Peaks Users Association. The existing Association includes all the communication sites on the Trabuco Ranger District; Elsinore Peak, Modjeska Peak, Santiago Peak, Pleasants Peak, and Elsinore Peak. Their Constitution and By-Laws being revised to correlate with the direction of the new communication lease document. The Constitution and By-Laws for the Trabuco District Communications Users' Association are included in Exhibit XII - E.

XII. APPENDICIES

- A. Site Plan Map
- B. Current Lease Holders/Users
- C. Photographs
- D. Fire Plan
- E. User Association By-Laws
- F. Flowchart for Evaluating Proposed Uses

Site Map

APPENDIX B

ELSINORE PEAK - AUTHORIZED FACILITY TABLE

	Auth #	Use	Building	Tower	Access/Parking	Other
West Tower Leasing	TRD484902	FAM	16'x 28'	100' lattice	Access and parking	Fence 2- 500 gal propane
County of Riverside	TRD104201	PMRS	24' 30' equip 8'x 10 generator	100' lattice	Access and Parking	Fence 500 gal propane
King Video	TRD493801	FAM	77'x 20' concrete block	2 - 100' lattice	Access and parking	500 gallon propane Fence
Elsinore Pk Fac Corp	TRD913701	FAM	2 - 30'x 60'	2 - 120'	Access and parking	Fence 1000 gal propane 2 - generators

EXHIBIT C

(Site photographs – see the latest photos on the website or CD)

APPENDIX D

FIRE PLAN

1. SCOPE

The provisions set forth below outline the channels of responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the special use site. The authorized area is delineated by a map in the permit/lease. The provisions set forth below also specify conditions under which activities under authorization will be curtailed or shut down. See Section 5, Reporting All Wild Fires below, should a fire occur.

2. RESPONSIBILITIES

A. Holder

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, and shall be responsible for preventing the escape of fires, and shall make every attempt to extinguish all such fires which may escape.

B. Forest Service will monitor for Holder's compliance with this Plan.

3. TOOLS AND EQUIPMENT

The Holder shall comply with the following requirements:

- A. Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, with spark arresters that meet Forest Service standards set forth in the National Coordinating Group publication for Multiposition Small Engines, #430-4, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.
- B. Shall furnish and have available within each building hand tools and/or equipment as follows (CPRC 4427 and 4431) for emergency use:
 - (1) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 4 B:C or more.
 - (2) One shovel and one chemical pressurized fire extinguisher (fully charged) for each gasoline-powered tool, including but not restricted to chain saws, soil augers, weed whips, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431.

- C. All tools and equipment required in A. and B. above shall be in good workable condition. Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

4. GENERAL

- A. State Law. The Holder shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes 4291, 4423, 4427, 4431 (attached).

County Law. The Holder must abide by county laws concerning hazard reduction around buildings and all other improvements at the electronic site.

- B. Permits Required. The Holder must secure a special written permit from the District Ranger or Designated Representative before engaging in any of the activities listed below.

- (1) Burning Permits. (Issued by the Forest Service)
- (2) Welding and Cutting. (Issued by Forest Service)
- (3) Construction. (Issued by Forest Service and/or County)

- C. Smoking and Fire Rules. Smoking shall not be permitted except in a barren area, in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4) or within vehicles or buildings, especially during fire season. Holder shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Holder shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and wood lands.

- D. Storage and Parking Areas. Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all inflammable material for a radius of at least 50 feet. Small mobile or stationary engine (e.g. generator, air compressor, etc.) sites shall be cleared of inflammable material for a radius of at least 15 feet from such engine. Areas of the type described above must be approved in writing by the Authorized Officer.

- E. Welding. Holder shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding. All terms of the welding permit must be met.

- F. Oil Filter and Glass Jugs. Holder shall remove from National Forest lands all oily rags and used oil filters. Holder shall prohibit use of glass bottles and jugs at the site during all operations.

- G. Communications. When Holder, or any of its contractors, are working at the site, they shall furnish a serviceable telephone, radio-telephone, or radio system connecting site with Holder's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, the Forest Service will accept a reasonable alternative location. The communication system shall provide

prompt and reliable communications between Holder's headquarters (or above stated alternative) and Forest Service via commercial telephone or radio system.

5. REPORTING ALL WILD FIRES

Holder and/or his/her employees shall report all fires to 911 or the Cleveland NF Emergency Operations Center.

6. CALIFORNIA PUBLIC RESOURCE CODES

A. PRC 4291 states: Any person that owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land which is covered with flammable material, shall at all times do all of the following:

- (1) Maintain around and adjacent to such building or structure a firebreak made by removing and clearing away, for a distance of not less than 30 feet on each side thereof or to the property line, whichever is nearer, all flammable vegetation or other combustible growth. This subdivision does not apply to single specimens of trees, ornamental shrubbery, or similar plants which are used as ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure.
- (2) Maintain around and adjacent to any such building or structure additional fire protection or firebreak made by removing all brush, flammable vegetation, or combustible growth which is located from 30 feet to 100 feet from such building or structure or to the property line, whichever is nearer, as may be required by the director if he finds that, because of extra hazardous conditions, a firebreak of only 30 feet around such building or structure is not sufficient to provide reasonable fire safety. Grass and other vegetation located more than 30 feet from such building or structure and less than 18 inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion.
- (3) Remove that portion of any tree which extends within 10 feet of the outlet of any chimney or stovepipe.
- (4) Maintain any tree adjacent to or overhanging any building free of dead or dying wood.
- (5) Maintain the roof of any structure free of leaves, needles, or other dead vegetative growth.
- (6) Provide and maintain at all times a screen over the outlet of every chimney or stovepipe that is attached to any fire place, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.

B. PRC 4423 states: A person shall not burn any brush, stumps, logs, fallen timber, fallows, slash, grass-covered land, brush-covered land, forest-covered land, or other flammable

material, in any state responsibility area, area receiving fire protection by the department by contract, or upon federal lands administered by the United States Department of Agriculture or Department of the Interior, unless the person has a written permit from the department or its duly authorized representative or the authorized federal officer on federal lands administered by the United States Department of Agriculture or of the Interior and in strict accordance with the terms of the permit:

- (1) At any time in Zone B between May 1st and the date the director declares, by proclamation, that the hazardous fire conditions have abated for that year, or at any other time in Zone B during any year when the director has declared, by proclamation, that unusual fire hazard conditions exist in the area.
 - (2) Zone A requires a permit year round and includes Mono, Inyo, San Bernardino, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego, and Imperial Counties.
- C. PRC 4427 states: During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment, welding equipment, cutting torches, tar pots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:
- (1) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.
 - (2) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
- This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine. (See Sec. 4431 re: power saws).
- D. PRC 4431 states: During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions. The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.
- E. PRC 4446 states: Every person shall exercise reasonable care in the disposal of flammable material so that the material does not cause the inception of or spread of uncontrolled fire. A person shall not burn any flammable material in any incinerator

within any state responsibility area, area receiving fire protection by the State Forester by contract, or upon federal lands administered by the United States Department of Agriculture or Department of the Interior, unless the following minimum requirements are complied with:

- (1) The area within 10 feet of the exterior of the incinerator is maintained free and clear of all flammable material and vegetation.
- (2) A screen constructed of a nonflammable material, with no greater than 1/4 inch mesh, or metal doors, close or cover each opening in the exterior of an incinerator to prevent the escape of flames, sparks, ashes or other burning material which might cause an uncontrolled fire.
- (3) A permit is obtained prior to burning for the use of the incinerator pursuant to Section 1123 and all other applicable provisions of law.

NO INCINERATORS ARE PERMITTED AT ELSINORE PEAK

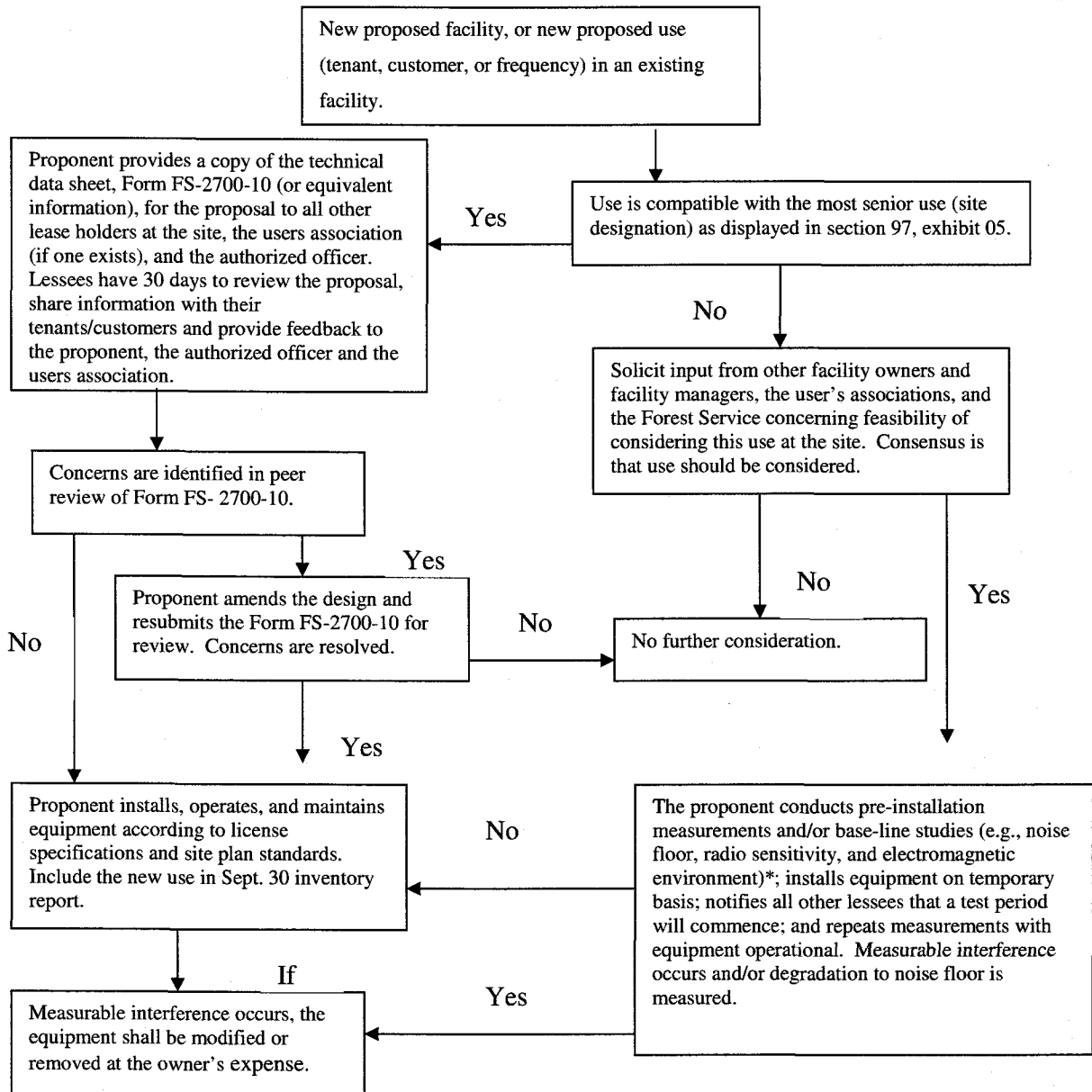
APPENDIX E

USER'S ASSOCIATION BY LAWS

(Attach most current copy)

Exhibit F

Flowchart for Evaluating Proposed Uses



* The users association, a majority of leaseholders, and the Forest Service authorized officer shall determine the minimum pre- and post-installation studies and measurements that are reasonably necessary to protect existing uses from interference or degradation of the noise floor.

* The nature of the pre- and post-installation studies and measurements will be determined by the users association, majority of lease holders, or forest officer that are the minimum reasonably necessary to protect existing uses from interference or degradation of the noise floor.

**EXHIBIT B
TRD104202**

Construction Stipulations

Demolition/Removal will consist of:

1. Removal of existing equipment building (excluding foundation)
2. Removal of existing generator shelter and foundation
3. Removal of wooden stairs at equipment building and generator shelter
4. Removal of 500 gallon propane tank

Construction/Installation will consist of:

1. Equipment building with dimensions of 24' wide x 30' long x 10' tall
2. Generator shelter, attached to equipment building. Shelter will have dimensions of approximately 13' wide x 22' long x 8' tall. The walls will be of CMU construction and the roof will be metal. A screened upper area will be installed between the wall and roof.
3. Self-supporting lattice tower 100' tall
4. 2000 gallon propane tank
5. Electrical grounding system
6. Utility lines
7. Extension of the southern fence-line by six feet on the southeast and ten feet on the southwest (Fill is not authorized)
8. Road improvements to promote sustainable conditions on Elsinore Peak Road. Improvement plan will be submitted by the County, and approved by the Forest Service, prior to beginning road work. All road work must be accomplished within 30 days of completion of communication site construction at Elsinore Peak, but no later than October 15, 2010.
9. Creation and use of a fenced staging area located immediately adjacent to, and outside of, the western fence-line. It must not interfere with other lease holder's operations, including traffic flow.
10. Placement of a portable toilet for construction crew use.

Demolition/Construction Conditions:

1. All work shall be conducted in accordance with CAL OSHA and FED OSHA provisions.
2. Best Management Practices will be followed at all times including those for soil and water conservation (see http://www.fs.fed.us/r5/publications/water_resources/waterquality/).
3. The Project Fire Plan must be adhered to at all times. It is attached as Exhibit C.
4. Prior to welding, a "Welding Permit" must be obtained from the Forest Service.
5. Construction traffic may only operate in the following areas: on Forest Service system roads, on access driveways, within the County's existing fence-line at the site, and within Forest Service approved staging areas. Previously undisturbed areas shall not be used for operating vehicles/equipment or as staging areas. The County will coordinate with the Forest Service to install temporary fencing that will identify out-of-bounds areas along the road and in other areas identified by the Authorized Forest Service Officer.
6. Clean pieces of equipment before entering National Forest System lands. Ensure all mud, dirt, and plant parts are removed from project equipment before moving it into the project area.
7. In order to prevent the spread of Yellow Star Thistle (*Centaurea solstitiatis*) during construction work, Yellow Star Thistle plants along the access roads at Elsinore Peak shall be weed-whacked in the spring prior to seed set.
8. The County will monitor all dirt and gravel access roads and all disturbed areas for two years post-construction to ensure that no new noxious weeds have been introduced into the area. If weeds are discovered, they will be promptly removed by the County.
9. To protect Munz onion (*Allium munzii*), minimize dust during construction to keep dust at or below pre-construction levels. Road watering will be required to keep the level of dust at or below this level.

10. Install, or otherwise provide for installation of, permanent pipe barrier along the south side of Elsinore Peak road beginning at the Forest Service gate. Barrier will be installed for a maximum required distance of 500 feet.
11. Remove from National Forest System lands excavated soils that cannot be spread on site.
12. All debris generated from construction work shall be disposed of properly off of National Forest System lands.
13. All exterior building lighting must be manually operated. Motion sensing lighting is not authorized.
14. All utility lines must be posted.
15. Any damage to the South Main Divide Road resulting from the County's construction activities at Elsinore Peak must be repaired at the County's expense within 30 days of construction completion; however, if the road damage is severe enough to warrant road closure, then the road must be repaired immediately to the satisfaction of the authorized Forest Service Officer.
16. All disturbed areas will be restored to the satisfaction of the authorized Forest Service Officer within 30 days of construction completion.
17. All construction will be completed in compliance with the approved construction plans that are on file at the Trabuco Ranger District Office, unless otherwise approved by the authorized Forest Service Officer.
18. Submit a copy of as-builts, permits, site Emergency Notification Plans, and any pertinent documentation to the Forest Service upon completion of this project.

County of Riverside Initial and Date Acknowledgement of Receipt of pages 1 and 2 of Construction Stipulations, and the Site Design Plan page (See next page of Exhibit B):

Initial

Date

EXHIBIT C
TRD104202

FIRE PLAN
TRABUCO RANGER DISTRICT
CLEVELAND NATIONAL FOREST

1. SCOPE:

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish an attack procedure for fires within the contract/permit area. The contract/permit area may be delineated by a map in the contract/permit. The provisions set forth below also specify conditions under which contract/permit activities will be curtailed or shut down. See Section 5, Emergency Measures below.

2. RESPONSIBILITIES:

A. Contractor/Permit Holder

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the project, shall be responsible for preventing the escape of fires set directly or indirectly as a result of Contract/Permit Holder operations, and shall extinguish all such fires which may escape.
- (3) Shall complete the Contractor's/Permit Holder's Plan Regarding Personnel, Equipment and Organization (6.B) and shall furnish the Trabuco Ranger District with a copy prior to commencing work at the site. Shall currently advise the Trabuco Ranger District of any changes in personnel, equipment and organization as the changes occur. Shall revise Section 6.B to reflect current activities upon request of the Trabuco Ranger District.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the fire plan. The number, timing, and scope of such inspections will be committed at the discretion of agency employees responsible for contract/permit administration. Such inspections do not relieve the Contractor/Permit Holder of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. TOOLS AND EQUIPMENT:

- A. The Contractor/Permit Holder shall comply with the following requirements during the fire precautionary period as defined by unit administering contracts/permits unless waived in writing:**

The Fire Precautionary Period is January 1 to December 31.

Shall equip all diesel and/or gasoline-operated engines, both stationary and mobile, and all flues used in any contract/permit and camp operations with spark arresters that meet Forest Service standards set forth in the National Wildfire Coordinating Group publication for Multiposition Small Engines, #430-1, or General Purpose and Locomotive, #430-2. Spark arresters are not required on equipment powered by exhaust-driven turbo-charged engines or motor vehicles equipped with a maintained muffler as defined in California Public Resources Code (CPRC), Section 4442 and 4443.

Shall furnish and have available for emergency use on each piece of equipment used in conjunction with performance of the work as listed below, hand tools and/or equipment as follows (CPRC 4427, 4428 and 4431):

(1) One shovel, one axe (or pulaski) and a fully charged fire extinguisher U.L. rated at 2-A:10-B:C, or larger, on each truck, personnel vehicle, tractor, grader and other heavy equipment. Contractor/Permit Holder shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, stroke delimeter, etc), except tractors and skidders, with at least two 4A:80-B:C fire extinguishers, or equivalent. In addition, concentrations of wood dust and debris shall be removed from such equipment daily.

(2) One shovel and one backpack 5 gallon water-filled tank with pump with each welder.

(3) One shovel and one pressurized chemical fire extinguisher for each gasoline-powered tool, including but not restricted to chain saws, soil augers, rock drills, etc. Fire extinguishers shall be of the type and size set forth in the California Public Resources Code Section 4431. Shovel must be kept within 100 feet from each chain saw when used off cleared landing areas.

(4) The Contractor/Permit Holder is () is not (X) required to furnish a sealed box of fire fighting tools, to be located at the project site, at a point accessible in the event of fire. This box shall contain:

- _____ 5-gallon, backpack pump-type fire extinguisher filled with water;
- _____ axes;
- _____ McCleod fire tools;
- _____ serviceable chain saw of three and one-half or more horsepower with a cutting bar 20 inches in length or longer;
- _____ shovels so that each employee at the operation can be equipped to fight fire.

The box shall remain unlocked, but be sealed with a Forest Service seal to be broken for emergency use only.

All tools and equipment required above shall be in good workable condition and shall meet the following Forest Service requirements for fire tools:

(a) Shovels shall be size "O" or larger and be not less than 46 inches in overall length.

(b) Axes (or pulaskis) shall have 2-1/2 pound or larger heads and be not less than 28 inches in overall length.

The Contractor/Permit Holder is () is not (X) required to furnish a water tank truck, trailer, or tank on or in proximity to the contract area during the Fire Precautionary Period and meet the following minimum specifications: contain at least 300 gallons of water; a combination straight stream-fog nozzle with 300 feet of one-inch fire hose, with no segment longer than 50 feet; fire hose with nozzle closed shall be capable of withstanding 200 psi pump pressure without leaking, slipping of couplings, distortions, or other failures; nozzle discharge rating of six to 20 gallons per minute; a pump capable of delivering 23 gallons per minute at 175 pounds psi at sea level; power unit for pump shall have fuel for at least two hours operation, with ample transport available for immediate and safe movement of tank over roads serving the contract area; and shall be in good working order; pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread.

Shall furnish two tractor headlights for each tractor dozer, tractor headlights shall be attachable to each tractor and served by an adequate power source

B. Any additional fire plan requirements: N/A

4. **GENERAL**

- A. **State Law.** The Contractor/Permit Holder shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required.** The Contractor/Permit Holder must secure a special written permit from the District Ranger or designated representative before engaging in any of the activities listed below. The terms and conditions of any of the permits required for this contract/permit are as shown on copies attached to the Fire Plan.
- (1) **Blasting and Storage of Explosives and Detonators.** (Explosives Permit required by California Health & Safety Code, Section 12101.)
 - (2) **Burning.**
 - (3) **Air Pollution.** (Issued by local State or County Air Pollution Control Districts, as applicable.)
 - (4) **Camp, Lunch and Warming Fires.**
 - (5) **Welding and Cutting.**
- C. **Regulations for Burning.** Before setting any fires whatsoever, the Contractor/Permit Holder shall notify the District Ranger of his/her intentions. Special care shall be taken to prevent scorching or causing any damage to adjacent structures, trees, and shrubbery. Piles of material to be burned shall be of such size and so placed that during burning no damage shall result to adjacent objects.
- D. **Smoking and Fire Rules.** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter (CPRC 4423.4). In areas closed to smoking, the contract/permit administrator may approve special areas to be used for smoking. The Contractor/Permit Holder shall sign designated smoking areas. Contractor/Permit Holder shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's/Permit Holder's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The District Ranger shall approve such sites in writing.
- F. **Welding.** Contractor/Permit Holder shall confine welding activity to cleared areas having a minimum radius of ten feet measured from place of welding.
- G. **Blasting.** Contractor/Permit Holder shall use electric caps only. When blasting is necessary in slash areas, a watchperson equipped with shovel and a water-filled backpack can (5 gallon), with hand pump, shall remain in the immediate area for an hour after blasting has been completed.
- H. **Oil Filter and Glass Jugs.** Contractor/Permit Holder shall remove from National Forest System land all oily rags and used oil filters. Contractor/Permit Holder shall prohibit use of glass bottles and jugs on contract/permit operations.
- I. **Reporting Fires.** As soon as feasible, after initial control action is taken, within 1 hr, the Contractor/Permit Holder shall notify Forest Service of any fires along roads or project area within designated contract/permit.

J. **Communications.** Contractor/Permit Holder shall furnish an agreed upon communication system connecting each operation with the designated Forest Service Dispatch Center. The communications system shall be capable of contacting the designated Forest Service Dispatch Center within five (5) minutes of discovery of a fire in the Contractor's/Permit Holder's operating area. The communications system shall be operable during the Contractor/Permit Holder's operation in the fire precautionary period.

K. **Fire Patrol Person.** When required, the sole responsibility of the patrol person shall be to patrol the operation for prevention and detection of fires and to take suppression action where necessary. By agreement, one patrol person may provide patrol on this and adjacent projects.

5. **EMERGENCY MEASURES**

The table set forth below establishes work restrictions and fire precautions that the Contractor/Permit Holder must observe at each activity level. **The restrictions are cumulative at each level. When a particular Project Activity Level exists, the Contractor/Permit Holder must comply with the previous levels as well as the current level. For example, when in Project Activity Level C, the Contractor/Permit Holder must comply with the restrictions for Activity Levels A, B, and C.**

Contractor/Permit Holder shall conform to the limitations or requirements of Project Activity Level (PAL) obtained from Forest Service before starting work each day. If practicable, Forest Service will determine the following day's activity level by 4:00 PM each afternoon. **The Contractor can obtain the PAL for the following day by calling, after 4:00 PM, the following phone number (619) 557-5262 (Ask for the PAL for Area 640).** Activity level may be changed at any time if, in the judgment of the Forest Service, fire danger is higher or lower than predicted and such change is consistent with forest management objectives. The decision to change the activity level, and when, and how to take weather observations for that purpose, are within the discretion of Forest Service.

PROJECT ACTIVITY LEVELS

Contractor & Forest Service may agree to a variance for operations at levels, B, C, D & Ev.

Level	Project Activity Requirements	Additional Project Activity Requirements Using Hotsaw Technology (generally rotary heads operating at >1100 rpm)
A	Minimum required by Section 3	Same as Project Activity Requirements
B	1. Furnish fire patrolperson. A fire patrolperson is required for mechanical operations from cessation of operations until 2 hours after operations cease or sunset, whichever ever occurs first 2. Tank truck or trailer shall be on or adjacent to landing (Section 3).	Same as Project Activity Requirements.
C	1. Fire patrolperson is required until sunset local time. 2. The following operations are prohibited from 1:00 PM until 8:00 PM local time: a. Blasting	Operations are prohibited between 1:00 PM and sunset local time. Operations may continue if they meet the following requirements: 1. A fire patrolperson is required for each piece of equipment until sunset local time. 2. Provide periodic (once per hour) inspection of areas treated that day. 3. Provide on-board self extinguishing fire suppression system on each piece of equipment capable of extinguishing any equipment related fire or provide a portable Class A fire suppression system capable of

		extinguishing a 20 foot by 20 foot wildland fire within five minutes of discovery. 1/
D	<p>All following activities may operate:</p> <ol style="list-style-type: none"> 1. Rubber tired skidding 2. Chipping on roads or landings 3. Cable yarding 4. Loading of logs decked at landings 5. Welding or cutting of metal only by special permit 6. Road maintenance 7. Culvert installation 8. Dirt moving 9. Helicopter Yarding 10. Hand slash disposal 11. Chainsaw operations on landings and roadbeds <p>All other operations may continue after 1:00 PM local time, if they meet the following requirements:</p> <p>A fire patrolperson is required to walk all areas treated that day once per hour, until sunset local time. This includes chainsaw felling, metal track skidding, machines with chainsaw cutting heads and mastication equipment.</p>	Same requirements as listed in PAL C:
Ev	<p>All following activities may operate:</p> <ol style="list-style-type: none"> 1. Hauling and loading of logs decked at landings 2. Equipment at approved sites may be serviced. 3. Roads: Dust abatement or rock aggregate installation (does not include pit development) 4. Chainsaw operation associated with loading <p>All other operations may continue until 1:00 PM local time when Contractor and Forest Service agree to variance.</p>	<p>Operations are prohibited, except variances are permitted for operations until 1:00 PM local time when Contractor and Forest Service agree to additional precautions.</p> <p>Minimum requirements: At this level, the following types of equipment shall be immediately available within one quarter mile of the activity to quickly reach and effectively attack a fire start: tractors, skidders or other equipment with a blade capable of constructing fireline, plus PAL level D requirements.</p>
E	<p>The following activities may operate:</p> <ol style="list-style-type: none"> 1. Hauling and loading of logs decked at landings 2. Equipment at approved sites may be service. 3. Roads: dust abatement or rock aggregate installation (does not include pit development) 4. Chainsaw operation associated with loading 	Operations are prohibited

1/ Suppression system equipment minimum requirements: 100 feet of one inch hose, minimum discharge distance of 50 feet, minimum pressure 100 PSI at discharge orifice, and sustainable for a minimum of 5 minutes.

6. REPORTING ALL WILD FIRES

A. Contractor's/Permit Holder's employees shall report all fires to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

Function	Name	Telephone	Address
Dispatch Center	Monte Vista Emergency Comm. Center (ECC)	(619) 557-5262	N/A
Nearest FS Station	El Cariso Fire Station	(951) 678-3136	32353 Ortega Hwy. Lake Elsinore, CA 92530
District Ranger	Keith Fletcher	(951) 736-1811	1147 E. Sixth St., Corona, CA 92879
D.R. Designated Rep	Jake Rodriguez	(951) 736-1811 ext. 3275	1147 E. Sixth St., Corona, CA 92879

When reporting a fire, provide the following information;

Your Name;

Call back telephone number;

Project name;

Location;

Legal description (Township, Range, Section); and

Descriptive location (Reference point);

Fire Information;

Acres;

Rate of Spread; and

Wind Conditions.

B. **Contractor's/Permit Holder's Plan Regarding Personnel.** The Contractor/Permit Holder shall, prior to commencing work, furnish the following information relating to key personnel

Title	Name	Address and/or Telephone #
Fire Patrolperson		
Fire Patrolperson		

County of Riverside Initial and Date Acknowledgement of Receipt of pages 1-6:

Initial

Date