

PROJECT REPORT

TO: PLANNING COMMISSION

AGENDA DATE: December 16, 2021

FROM: PLANNING & DEVELOPMENT SERVICES

AGENDA TIME 9:00 a.m./ No.3

PROJECT TYPE: SBA Steel II, LLC CUP #21-0015 (RENEWAL) SUPERVISOR DIST: #3

LOCATION: 2351 Austin Road, APN: 064-450-031-000

El Centro, CA 92251 PARCEL SIZE: +/- 85.28 Acres

GENERAL PLAN (existing) Agriculture GENERAL PLAN (proposed) N/A

ZONE (existing) A-2 (General Agriculture Zone) ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: 12/16/2021

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: N/A

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: N/A

INITIAL STUDY: N/A

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

PUBLIC WORKS	<input type="checkbox"/>	NONE	<input checked="" type="checkbox"/>	ATTACHED
AG	<input type="checkbox"/>	NONE	<input checked="" type="checkbox"/>	ATTACHED
APCD	<input type="checkbox"/>	NONE	<input checked="" type="checkbox"/>	ATTACHED
E.H.S.	<input type="checkbox"/>	NONE	<input checked="" type="checkbox"/>	ATTACHED
FIRE / OES	<input checked="" type="checkbox"/>	NONE	<input type="checkbox"/>	ATTACHED
OTHER				

Quechan Historic

REQUESTED ACTION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING AND THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU APPROVE CONDITIONAL USE PERMIT #21-0015 BY TAKING THE FOLLOWING ACTIONS:

- 1) FIND THAT CONDITIONAL USE PERMIT #21-0015 IS CATEGORICALLY EXEMPT FROM CEQA PURSUANT TO SECTION 15301 OF THE CEQA GUIDELINES AND THAT NO FURTHER DOCUMENTATION IS NECESSARY; AND
- 2) APPROVE THE ATTACHED RESOLUTION(S), SUPPORTING FINDINGS AND CONDITIONAL USE PERMIT (CUP) #21-0015 (SUBJECT TO ALL THE CONDITIONS), AND AUTHORIZE THE PLANNING & DEVELOPMENT SERVICES DIRECTOR TO SIGN THE CUP CONTRACT UPON RECEIPT FROM THE PERMITTEE.

STAFF REPORT
PLANNING COMMISSION MEETING
December 16, 2021
Conditional Use Permit (CUP) #21-0015

Applicant: **SBA Steel II, LLC**
 8051 Congress Ave
 Boca Raton, FL 33487

Agent: **Virtual Site Walk, LLC**
 Nicole Comach &
 Jacob Hamilton
 15912 65th St., Ct. E
 Sumner, WA 98390

Project Location:

The project site is located at 2351 Austin Road, El Centro, California, further identified as Assessor's Parcel Number (APN) 064-450-031-000, and is legally described as a portion of Tract 44, Township 15 South, Range 13 East, S.B.B.M. (Attachment "A" Vicinity Map)

Project Summary:

The applicant, SBA Steel II, LLC, submitted Conditional Use Permit (CUP #21-0015) with the intent to request the renewal of entitlements of the previously approved Conditional Use Permit #05-0030 since it has reached its maximum time limitation. CUP #05-0030 was originally recorded on November 17, 2005; however, an amendment to the CUP was requested in 2010 to remove Condition S-13 Lighting. This request was approved and the amended CUP was recorded on June 21, 2011. Despite this amendment, the applicants were notified that the CUP would require a renewal of entitlements based on the timeline set by the original recordation date of November 17, 2005.

SBA Steel II, LLC intends to continue with the operations of the existing 39-foot mono-palm telecommunications tower and ancillary equipment structures. As required per Government Code Section 65964, the renewal of the time limitation would be of 10 years with an optional 5-year extension. Conditional Use Permit #21-0015 is meant to supersede the previously approved Conditional Use Permit #05-0030. No changes to the existing wireless facility were proposed.

History:

CUP #05-0030 was submitted to our office on May 31, 2005 with the intent to operate and maintain one 39-foot mono-palm telecommunications tower. On August 11, 2005, the CUP received a Negative Declaration after being heard by the Environmental Evaluation Committee. The project was subsequently heard and approved by Planning Commission on September 28, 2005.

On October 5, 2010, the tower operator requested an amendment to the CUP #05-0030 to remove Condition S-13 that required lighting for the telecommunication tower. This was approved and recorded on June 21, 2011.

Land Use Analysis:

The project site is zoned "A-2" (General Agriculture) per Zone Map 10 of the Imperial County's Title 9 Land Use Ordinance, Division 25, Section 92510.00. Per the Imperial County's General Plan, the project site is designated as an Agricultural area. The project is consistent with the General Plan and the Imperial County Land Use Ordinance, since the tower is allowed with a Conditional Use Permit, as per section(s) 90508.02 of this ordinance.

Surrounding Land Use Ordinance:

DIRECTION	CURRENT LAND	ZONING	GENERAL PLAN
Project Site	Tower Site	A-2	Agriculture
North	Agricultural Field	A-2	Agriculture
South	Vacant	A-2	Agriculture
East	Austin Road	City of Imperial	Urban Area
West	Vacant	A-2	Agriculture

Environmental Review:

The previously approved Conditional Use Permit #05-0030 was environmentally assessed and reviewed by the Environmental Evaluation Committee on August 11, 2005. The project received a Negative Declaration. Conditional Use Permit #21-0015 is found to be categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines (Class 1 – Existing Facility). This exemption consists of the negligible or no expansion of an existing and permitted use. The type of existing facility that the communication tower


would be categorized under in the CEQA Guidelines would be Section 15301 (b) which is an, "Existing facilities of both investor and publicly-owned utilities used to provide electric power, natural gas, sewerage, or other public utility services..."

Staff Recommendation:

Staff recommends that the Planning Commission hold a public hearing, hear all the proponents and opponents of the proposed project, and then take the following actions:

1. Find that Conditional Use Permit #21-0015 is categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines and that no further environmental documentation is necessary; and
2. Approve the attached Resolution(s), supporting findings and Conditional Use Permit #21-0015 (subject to all the conditions), and authorize the Planning and Development Services Director to sign the CUP contract upon receipt from the permittee.

Prepared By: Jeanine Ramos, Planner I
Planning & Development Services

For 

Reviewed By: Michael Abraham, AICP, Assistant Director
Planning & Development Services



Approved By: Jim Minnick, Director
Planning & Development Services

For 

- Attachments:**
- A. Vicinity Map
 - B. Site Plan
 - C. Conditions of Approval (CUP #21-0015)
 - D. Planning Commission Resolution
 - E. Previously approved Conditional Use Permit #05-0030
 - F. Conditional Use Permit #21-0015 Application & Supporting Documents
 - G. Comment Letters

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Attachments A: Vicinity Map

PROJECT LOCATION MAP



SBA STEEL II, LLC
CUP #21-0015
APN #064-450-031-000

-  Parcels selection
-  Centerline
-  Existing Tower



Attachments B: Site Plan

PROJECT: IMPERIAL COUNTY CUP RENEWAL

SITE NAME: GULLET

SBA SITE NUMBER: CA45827

SITE ADDRESS: 2351 AUSTIN RD
EL CENTRO, CA 92251

SITE TYPE: MONOPALM



NO	DATE	DRAWN	REVISION
A	05/17/23	AM	SBA CUP REVIEW



GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92251

COVER SHEET

T-1

PROJECT CONTACT LIST

PROPERTY OWNER:
ROBERT THOMAS MILLS, II & CYONEY
MILLS
670 W. MAIN RD.
EL CENTRO, CA 92243-2115

APPLICANT:
SBA STEEL II, LLC
8501 CONGRESS AVE
BOCA RATON, FL 33487

SBA AGENT:
VIRTUAL SITE WALK, LLC
JACK PHILLIPSON
jack@virtualsitewalk.com
(919) 341-9205

LATITUDE (NAD83):
N 32° 48' 19.26"
N 32.802017°

LONGITUDE (NAD83):
W 115° 56' 41.7"
W 115.945066°

COUNTY:
IMPERIAL COUNTY

ZONING JURISDICTION:
IMPERIAL COUNTY

ZONING DISTRICT:
A-2

POWER COMPANY:
TBD

TELCO COMPANY:
TBD

CONSTRUCTION TYPE:
V-8

OCCUPANCY TYPE:
UTILITY

PARCEL NUMBER:
093-395-31-01

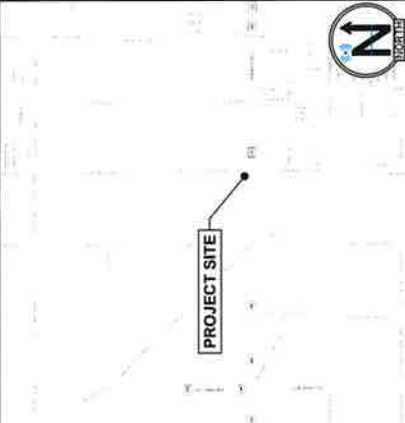
SCOPE OF WORK

NOTE:
THE PURPOSE OF THIS PROJECT IS THE RENEWAL OF THE CUP AND OPERATIONS FOR 10+ YEARS. NO CHANGES ARE PROPOSED AT THIS TIME.

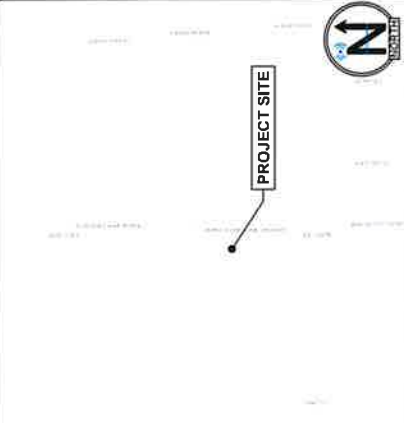
DRAWING INDEX

- T-1 COVER SHEET
- T-2 GENERAL NOTES AND SYMBOLS
- A-1 OVERALL SITE PLAN
- A-1-1 ENLARGED SITE & EQUIPMENT PLANS
- A-2 EXISTING ANTENNA PLANS & SCHEDULES
- A-3 EXISTING ELEVATIONS
- A-3-1 EXISTING ELEVATIONS

AREA MAP



LOCATION MAP



APPLICABLE CODES

- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT CONDITIONS OF THE FOLLOWING CODES. ANY MATERIALS OR METHODS NOT SPECIFICALLY LISTED IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES:
- CALIFORNIA STATE AND LOCAL BUILDING CODES WITH THE FOLLOWING REFERENCE CODE:
- 2016 CALIFORNIA BUILDING CODE AND LOCAL AMENDMENTS
- 2016 CALIFORNIA MECHANICAL CODE AND LOCAL AMENDMENTS
- 2016 CALIFORNIA ELECTRIC CODE AND LOCAL AMENDMENTS
- 2016 CALIFORNIA FIRE CODE AND LOCAL AMENDMENTS
- 2016 CALIFORNIA ENERGY CODE
- 2016 CALIFORNIA REFERENCED STANDARD CODE

APPROVAL / SIGN OFF OF PRELIMINARY CONSTRUCTION DRAWINGS

T-MOBILE / CONSULTANT SIGN OFF	DATE	SIGNATURE
PROJECT MANAGER		
SITE ACQUISITION		
CONSTRUCTION MANAGER		
RF ENGINEER		
DEVELOPMENT MANAGER		
OPERATIONS		

REVIEWERS SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED

DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT THE WRITTEN CONSENT OF ACOM CONSULTING. ALL DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF ACOM CONSULTING.

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF THE PROJECT OWNER. THEY ARE NOT TO BE REPRODUCED, COPIED, OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF T-MOBILE.

GENERAL NOTES

1. THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A GRAPHIC REPRESENTATION OF THE WORK. ALL DIMENSIONS SHALL BE BASED ON THE DIMENSIONS OF THE MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE FAMILIAR WITH ALL EXISTING CONDITIONS, FIELD CONDITIONS, AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
4. THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS AND SPECIFICATIONS, ESPECIALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES TO THE LOCAL JURISDICTIONAL AGENCIES AND OBTAIN ALL NECESSARY PERMITS FROM ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
7. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT, INCLUDING COORDINATION WITH THE PROJECT MANAGER AND WITH UNLIONOUR'S AUTHORIZED REPRESENTATIVE.
8. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-ABC WITHIN 5 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL PROVIDE SITE FOREMAN WITH A CELLULAR PHONE, AND KEEP SAME ON SITE WHENEVER ANY PERSONNEL ARE ON SITE.
10. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, UTILITIES, AND STRUCTURES FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER AND/OR LANDLORD.
12. ON A DAILY BASIS, KEEP GENERAL AREA CLEAN, HAZARDOUS FREE, AND DISPOSE OF ALL DIRT, DEBRIS, AND WASTE. THE CONTRACTOR SHALL MAINTAIN ALL SPECIFIED CLEARANCES. THE CONTRACTOR SHALL MAINTAIN PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
13. CONTRACTOR TO PROVIDE COMPLETE SET OF AS-BUILT DRAWINGS WITHIN 10 WORKING DAYS OF PROJECT COMPLETION.
14. WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
15. ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE EXECUTION OF THIS WORK.
17. ALL ITEMS REMOVED OR DAMAGED DURING CONSTRUCTION WORK WILL BE REPLACED OR REPAIRED TO MATCH EXISTING.
18. ALL ELEMENTS OF EXISTING STRUCTURE TO REMAIN UNDISTURBED, UNLESS NOTED OTHERWISE. EXISTING STRUCTURE IS ASSUMED TO BE IN GOOD CONDITION, FREE OF DAMAGE OR DETERIORATION. CONTRACTOR TO VERIFY ALL ELEMENTS OF EXISTING STRUCTURE AFFECTED BY THIS WORK AND NOTIFY ARCHITECT/ENGINEER OF RECORD IF ANY DAMAGE OR DETERIORATION OR DISCREPANCIES ARE FOUND UNDER EXISTING CONDITIONS AND THOSE DEPICED ON THESE CONSTRUCTION DRAWINGS ARE FOUND.

STRUCTURAL NOTES

1. WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
2. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES.
3. NO PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED, NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC., UNLESS OTHERWISE NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.
4. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO WORKING HOURS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF T-MOBILE OR THE ARCHITECT/ENGINEER.

5. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES TO PROTECT EXISTING UTILITIES AND STRUCTURES. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACINGS, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT/ENGINEER SHALL NOT INCLUDE INSPECTION OF SUCH ITEMS.

6. ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION. CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOOR OR ROOF. LOAD SHALL NOT EXCEED THE DESIGN LIVE LOAD PER SQUARE FOOT. PROVIDE ADEQUATE SHORING/BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.

7. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONJUNCTION WITH THE PROSECUTION OF THIS WORK.

8. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.

9. THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.

10. ALL ITEMS REMOVED DURING CONSTRUCTION WORK (I.E., DRYWALL, PLYWOOD, CEILING PANELS, ETC.) SHALL BE REPLACED TO MATCH EXISTING.

SPECIAL INSPECTION

1. IF REQUIRED, SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT SPECIAL INSPECTOR WHO SHALL COMPLY WITH ALL CITY SPECIAL INSPECTION REQUIREMENTS.
2. THE SPECIAL INSPECTOR SHALL PROVIDE A COPY OF THEIR REPORT TO THE OWNER, ARCHITECT, STRUCTURAL ENGINEER, CONTRACTOR, AND BUILDING OFFICIAL AS PART OF THE REPORT TO ALL APPLICABLE AGENCIES. THE SPECIAL INSPECTOR SHALL BE RESPONSIBLE FOR THE CONTRACTOR FOR CORRECTION, THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL.
3. ANY MATERIAL WHICH FAILS TO MEET THE PROJECT SPECIFICATIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE STRUCTURAL ENGINEER. SPECIAL INSPECTION TESTING REQUIREMENTS APPLY, EQUALLY, TO ALL UNDESIRABLE COMPONENTS.
4. INSPECTION FOR PREFABRICATED CONSTRUCTION SHALL BE THE SAME AS FOR THE MATERIAL USED IF THE CONSTRUCTION TOOK PLACE ON SITE. CONTINUOUS INSPECTION WILL NOT BE REQUIRED DURING CONSTRUCTION UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS IF THE APPROVED AGENCY CERTIFIES THE CONSTRUCTION AND FURNISHES EVIDENCE OF COMPLIANCE.
5. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT SIGNED BY BOTH HE AND HIS SUPERVISOR STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTION WAS IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE.

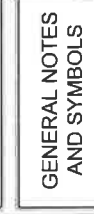
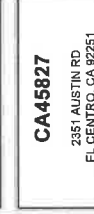
STANDARD STRUCTURAL STEEL NOTES:

1. ALL METAL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATION GALVANIZED ASTM A123-04/123-02 UNLESS NOTED OTHERWISE.
2. STRUCTURAL TUBING MEMBERS SHALL CONFORM TO ASTM A500, GRADE B.
3. ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1 WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
4. BOLTED CONNECTIONS SHALL USE BEARING TYPE GALL, ASTM A505 BOLTS (5/8", 1/2", AND 3/4" DIA.) AND SHALL INCLUDE HEAVY-HEX NUTS AND STANDARD CUT WASHERS.
5. NON-STRUCTURAL CONNECTIONS FOR HANDRAIL, LADDERS AND STEEL GRATING MAY USE 5/8" DIA GALVANIZED ASTM A507 BOLTS UN O.
6. ALL STRUCTURAL PIPE ASTM A53, TYPE E OR S, GRADE B.

SPECIAL INSPECTION:

1. IF REQUIRED, SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT SPECIAL INSPECTOR PER CODE FOR THE FOLLOWING ITEMS:
 - A. CONTINUOUS DURING THE INSTALLATION OF EXPANSION AND/OR ADHESIVE ANCHORS, IF UTILIZED; INSPECT HOLE SIZE, DEPTH, CLEANLINESS, AND INSTALLATION PER ICC REPORT.
 - B. PERIODIC FOR HIGH STRENGTH BOLT INSTALLATIONS (A325), IF UTILIZED.

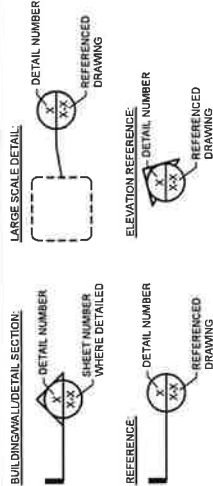
NO.	DATE	ISSUANCE	REVISION
A	07/17/21	AM	10% CIP REVIEW



IMPORTANT NOTICE

THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. ACOM CONSULTING CANNOT GUARANTEE THE CORRECTNESS NOR COMPLETENESS OF THE EXISTING CONDITIONS SHOWN. VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER EXECUTION OF PROJECT. REPORT ANY CONFLICTS OR DISCREPANCIES TO THE CONSULTANT PRIOR TO CONSTRUCTION.

LEGEND



NO.		DATE	ISSUED	REVISION
A	01/11/21	04	REV. CIP REVIEW	

CONSULTANT



445 CONSULTING, 8111 ACQUINON ROAD, FORT MYERS, FL 33907

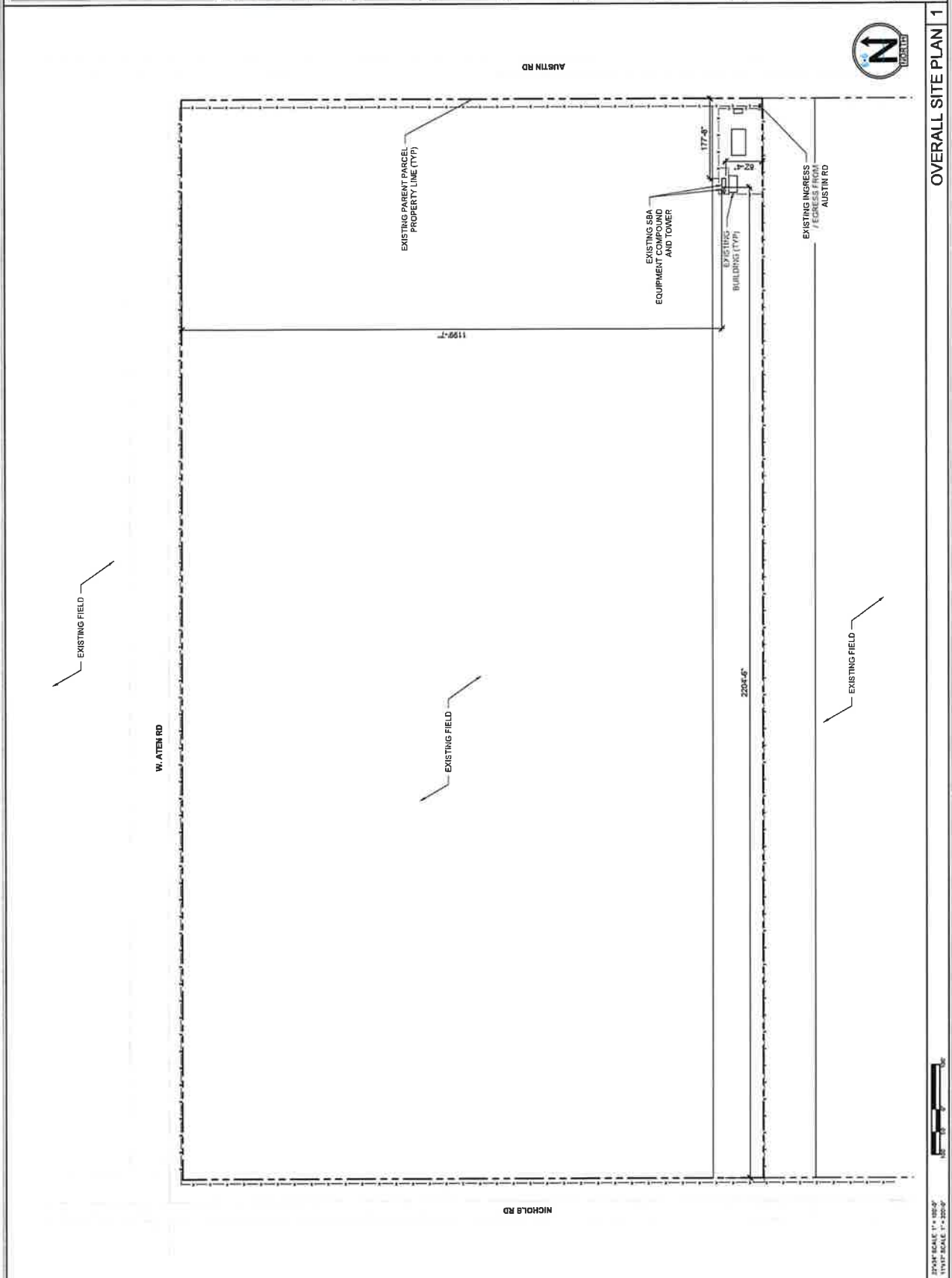


GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92521

OVERALL SITE PLAN

A-1



NO.		DATE	DESIGN	REVISION
A	07/17/21	AM	SCN	CLIP REVIEW

CONSULTANT



THE CONSULTANT: SITE EQUIPMENT AND PERMITTING

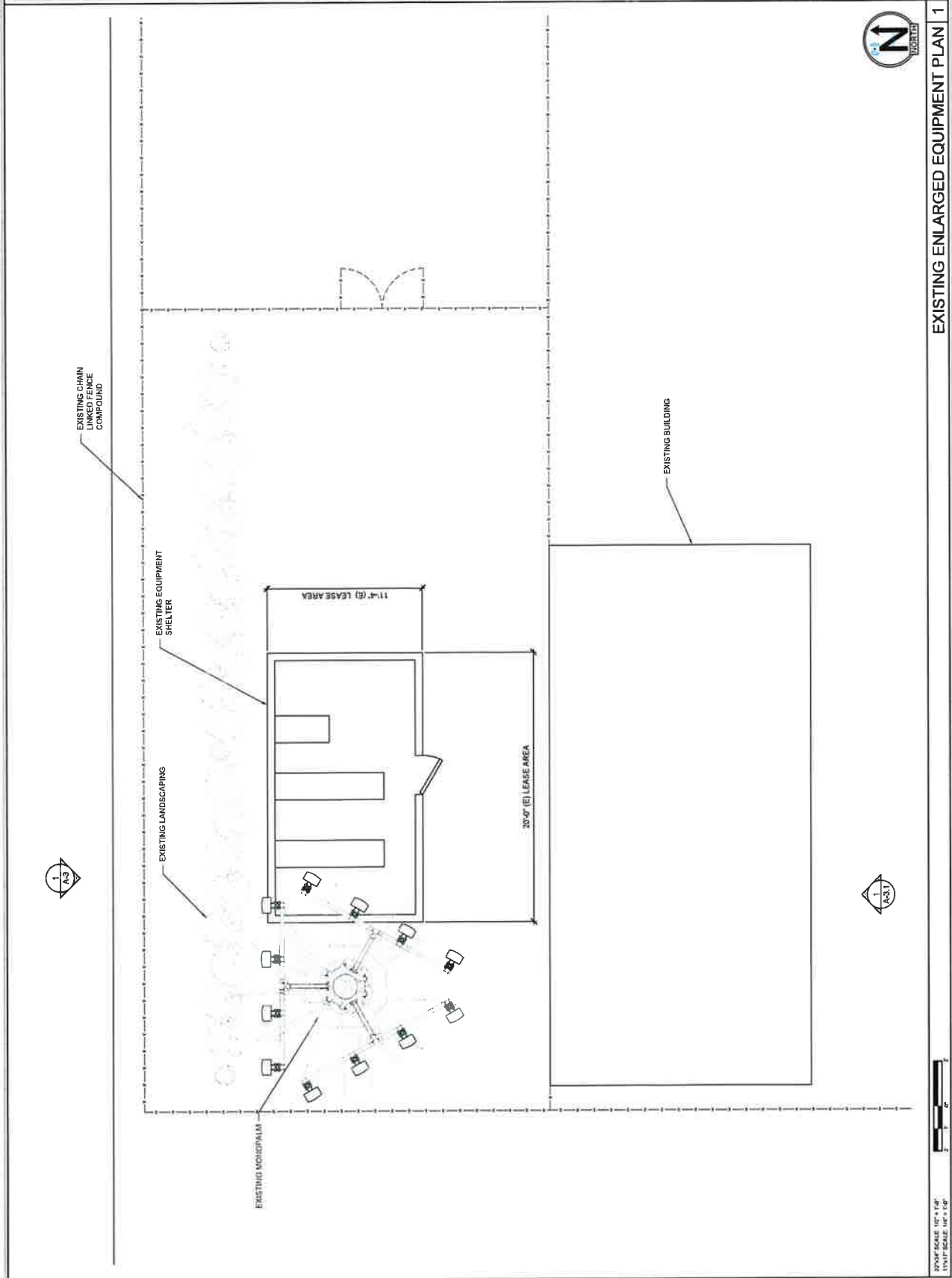


GULLET

CA445827
2351 AUSTIN RD
EL CENTRO, CA 92551

ENLARGED SITE & EQUIPMENT PLANS

A-1.1



EXISTING ENLARGED EQUIPMENT PLAN 1

EXISTING ANTENNA AND ANCILLARY EQUIPMENT SCHEDULE

ANTENNA MODEL	ANTH(FT)	RAD CENTER	TM4 (RAX/CAS / DR/DBR) MODEL	RRH / RRU MODEL	JUMPER LENGTH	CABLE TYPE	CABLE LENGTH
ALPHA SECTOR							
(4) PANEL ANTENNA	0"	30.0'	-	-	-	1-1/4" HYBRID	95'
BETA SECTOR							
ANTENNA MODEL	ANTH(FT)	RAD CENTER	TM4 (RAX/CAS / DR/DBR) MODEL	RRH / RRU MODEL	JUMPER LENGTH	CABLE TYPE	CABLE LENGTH
(4) PANEL ANTENNA	120"	30.0'	-	-	-	1-1/4" HYBRID	95'
GAMMA SECTOR							
ANTENNA MODEL	ANTH(FT)	RAD CENTER	TM4 (RAX/CAS / DR/DBR) MODEL	RRH / RRU MODEL	JUMPER LENGTH	CABLE TYPE	CABLE LENGTH
(4) PANEL ANTENNA	240"	30.0'	-	-	-	1-1/4" HYBRID	95'

NO.	DATE	ISSUED	REVISION
1	02/11/21	MM	50% CUP REVIEW

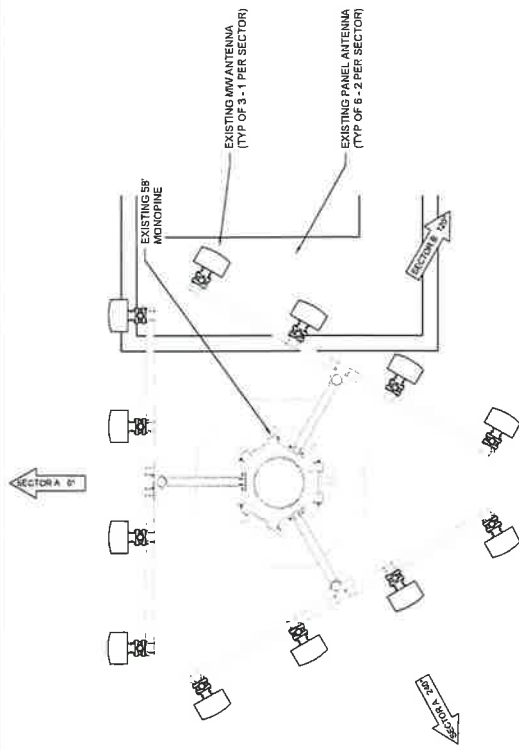
CONSULTANT



ARE CONSULTANT, SITE ACQUISITION AND PERMITTING



EXISTING ANTENNA SCHEDULE 1



200% SCALE, NOT TO SCALE
100% SCALE, NOT TO SCALE



EXISTING ANTENNA PLAN 2

200% SCALE, NOT TO SCALE
100% SCALE, NOT TO SCALE

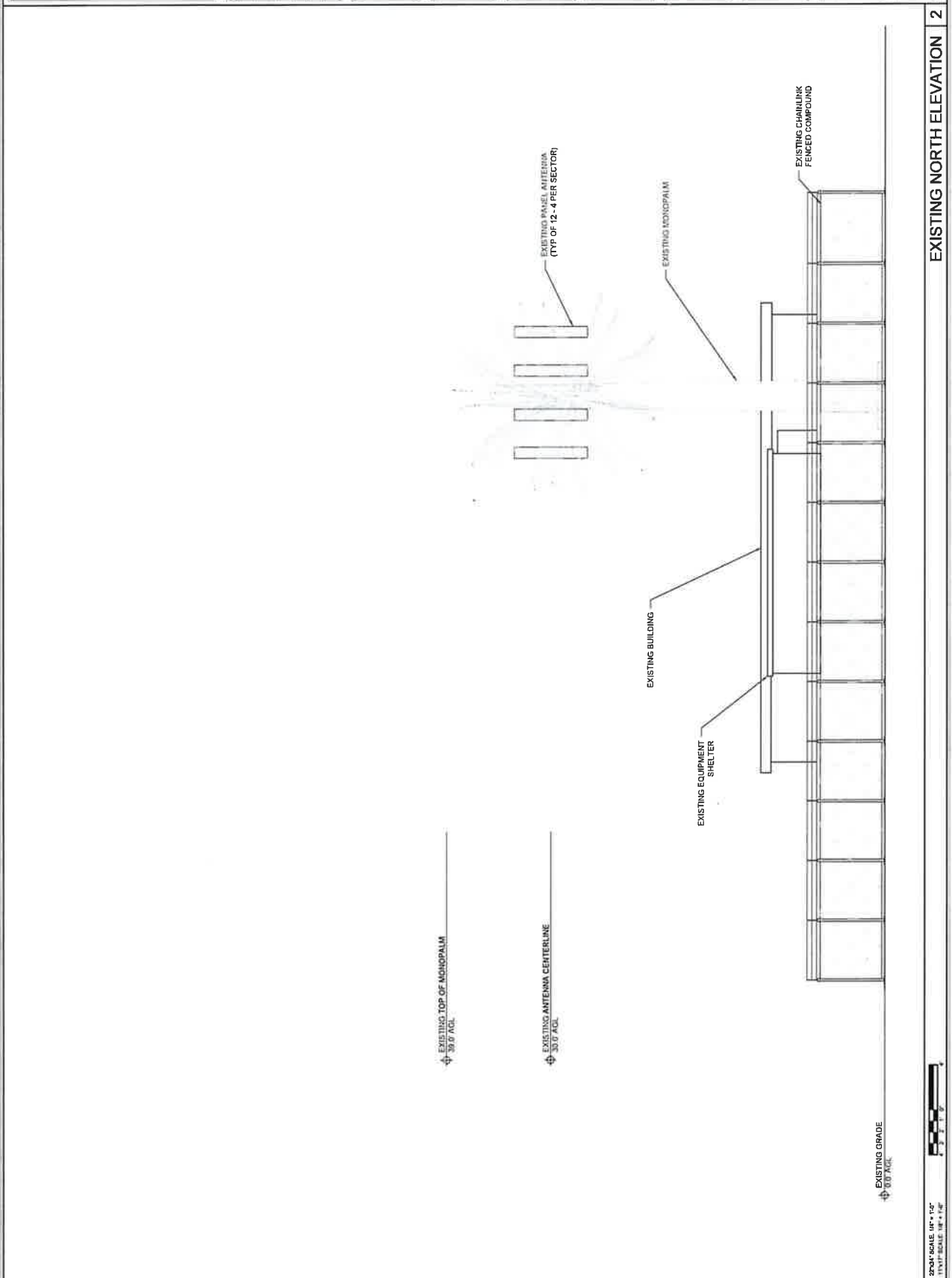
GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92251

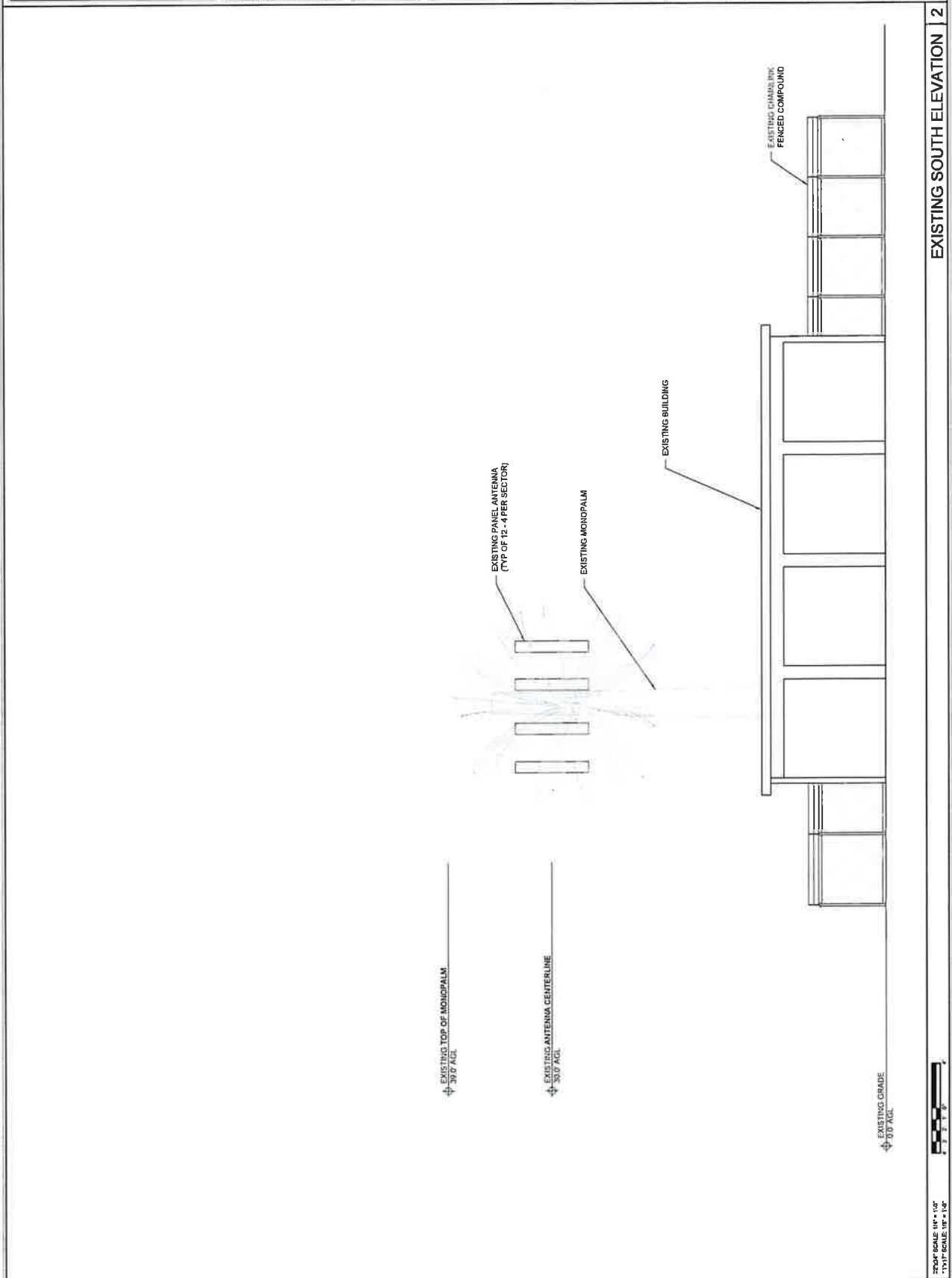
ANTENNA PLANS &
SCHEDULES

A-2

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NO.	DATE	REVISION																											
A	03/1/21	50% CLIP REVIEW																											



EXISTING SOUTH ELEVATION | 2

**Attachments C: Conditions of Approval
(CUP #21-0015)**

1 Recorded Requested By and
When Recorded Return To:

2 Imperial County Planning & Development Services
801 Main Street
3 El Centro California 92243

4
5 **AGREEMENT FOR CONDITIONAL USE PERMIT CUP #21-0015**
6 **Superseding Conditional Use Permit #05-0030**
7 (SBA Steel II, LLC)
(064-450-031-000)
8 **(Approved at Planning Commission December 16, 2021)**

9 This Agreement is made and entered into on this ____, day of _____ by SBA Steel
10 II, LLC (8051 Congress Ave, Boca Raton, FL 33487) hereinafter referred to as Permittee,
11 and the COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter
referred to as "COUNTY").

12 **WHEREAS**, Permittee is the owner or successor in interest in certain land in Imperial
13 County identified as Assessor's Parcel Number 064-450-031-000, and further identified by
14 the following legal description: a portion of Tract 44, Township 15 South, Range 13 East,
15 S.B.B.&M. in the Office of the County Recorder of Imperial County; and

16 **WHEREAS**, SBA Steel II, LLC, and/or any subsequent owner(s) would be required
17 to and intend to fully comply with all of the terms and conditions of the project as specified
18 in this Conditional Use Permit (CUP). This Conditional Use Permit Agreement #21-0015
19 supersedes Conditional Use Permit Agreement #05-0030 and any other prior Conditional
20 Use Permit Agreements. In the event of a conflict between the attached CUP Agreement
and conditions, these conditions govern; and

21 **WHEREAS**, Permittee has requested a permit to continue the operation of a 39-foot
22 above ground level "AGL" Faux-Palm Telecommunication Tower, including therewith the
necessary security fencing, control structure, and

23 **WHEREAS**, Permittee will not operate any type of use other than specified herein
24 and within the application; and

25 **WHEREAS**, Permittee intends to operate the tower for its own use, Permittee shall
26 at some future date allow another "compatible" use communication, or electronic
27 transmission operator (hereinafter referred to as a "subsidiary user"), to use the same tower,
28 thereby minimizing the number of towers required within the confines of the County; and

G3 PERMITS/LICENSES:

The Permittee shall obtain any and all local, state, and/or federal permits, licenses, contracts, and/or other approvals for the construction and/or operation of this project. This shall include, but not be limited to Health, Building, Sanitation, APCD, Public Works, Sheriff, Regional Water Quality Control Board, Offices of Emergency Services, Division of Mines and Geology, etc. Permittee shall like-wise comply with all such permit requirements for the life of the project. Additionally, Permittee shall submit a copy of any such additional permit, license and/or approval to the Planning Department within 30 days of receipt.

G4 RECORDATION:

This permit shall not be effective until it is recorded at the Imperial County Recorder's Office, and payment of the recordation fee shall be the responsibility of the Permittee. If the Permittee fails to pay the recordation fee within six (6) months from the date of approval, and/or this permit is not recorded within 180 days from the date of approval, this permit shall be deemed null and void, without notice having to be provided to Permittee. Permittee may request a written extension by filing such a request with the Planning Director at least 30 days prior to the original 180 day expiration. The Director may approve an extension for a period not to exceed 180 days. An extension may not be granted if the request for an extension is filed after the expiration date.

G5 COMPLIANCE/REVOICATION:

Upon the determination by the Planning and Development Services Department, (if necessary upon consultation with other Departments or Agency(ies)) that the project is or may not be in full compliance with any one or all of the conditions of this Conditional Use Permit, or upon the finding that the project is creating a nuisance as defined by law, the PERMIT and the noted violation(s) shall be brought immediately to the attention of the appropriate enforcement agency or to the Planning Commission for hearing to consider appropriate response including but not limited to the revocation of the CUP or to consider possible amendments to the CUP. The hearing before the Planning Commission shall be held upon due notice having been provided to the Permittee and to the public in accordance with established ordinance/policy. In the event the action by the County is necessitated by the actions or lack thereof of a subsidiary user of the tower, all action by the County shall be taken against the permittee as if the permittee had or was causing the violation. The County shall not be obligated to deal with any subsidiary user of the facility.

G6 PROVISION TO RUN WITH LAND:

The provisions of this project are to run with the land/project and shall bind the current and future owner(s) successor(s) of interest, assignee(s) and/or transferee(s) of said project. Permittee shall not without prior notification to the Planning and Development Services Department assign, sell, or transfer, or grant control of project or any right or privilege therein. The Permittee shall provide a minimum of 60 days written notice prior to such proposed transfer becoming effective. The permitted use identified herein is limited for use upon this parcel described herein and may not be transferred to another parcel. This shall likewise be applicable if the transfer is between the primary and a subsidiary user.

G7 RIGHT OF ENTRY:

The County reserves the right to enter the premises to make the appropriate inspection(s) and to determine if the condition(s) of this permit are complied with. Access to authorized enforcement agency personnel shall not be denied, by the landowner, the permittee or a subsidiary user. The County will contact the person designated by the Permittee to request

1 access to the facility. The request shall be approved within (72) seventy-two hours after
2 request.

3 **G8 TIME LIMIT:**

4 Unless otherwise specified within the project specific conditions this project shall be limited
5 to a maximum of (10) ten years from the recordation date of the CUP. The Conditional Use
6 Permit may be extended for a single (5) five year period by the Imperial County Planning &
Development Services Director. The CUP may be revoked or the extension may not be
granted if the project is in violation of any one or all of the conditions or if there is a history
of non-compliance with the project conditions.

7 **G9 DEFINITIONS:**

8 In the event of a dispute the meaning(s) or the intent of any word(s) phrase(s) and/or
9 conditions or sections herein shall be determined by the Planning Commission of the County
10 of Imperial. Their determination shall be final unless an appeal is made to the Board of
11 Supervisors within the required time. In this permit the term Permittee may also apply to any
12 other facility user whether specified by name herein or not. To the extent that this tower may
be used by more than one service provider other than the applicant (permittee), all of the
conditions of this permit shall be equally applicable to the other "user(s)" as if they were the
"permittee".

13 **G10 SPECIFICITY:**

14 The issuance of this permit does not authorize the Permittee to construct or operate this
15 project in violation of any state, federal, local law nor beyond the specified boundaries of the
16 project as shown the application/project description/permit, nor shall this permit allow any
17 accessory or ancillary use not specified herein. This permit does not provide any prescriptive
18 right or use to the Permittee for future addition and/or modification to this project. The site
19 specific use authorized by this permit is listed under the SITE SPECIFIC ("S") conditions,
20 and only the use or uses listed shall be deemed as approved by this permit. The Permittee's
21 application and or any support documents supplied by Permittee as part of the application
22 shall not be used to determine allowed use(s).

23 **G11 HEALTH HAZARD:**

24 If the County Health Officer determines that a significant health hazard exists to the public,
25 the County Health Officer may require appropriate measures and the Permittee shall
26 implement such measures to mitigate the health hazard. If the hazard to the public is
27 determined to be imminent, such measures may be imposed immediately and may include
28 temporary suspension of the subject operations. However, within 45 days of any such
suspension of operations, the measures imposed by the County Health Officer must be
submitted to the Planning Commission for review and approval. Nothing shall prohibit
Permittee from requesting a special Planning Commission meeting provided Permittee
bears all costs.

G12 ENCROACHMENT PERMIT:

Permittee shall obtain, as necessary all encroachment permits, or other special traffic safety
permits from the Department of Public Works and/or CALTRANS.

G13 REPORT(S):

Permittee shall file an annual report with the Planning and Development Services Department to show that Permittee is in full compliance with this Conditional Use Permit. The report shall be filed within sixty (60) days from the first day of the Calendar year, and shall include at a minimum, the total number of "users" on the tower, any problems encountered during the previous year, any reported frequency interference complaints, the name & phone number of the responsible person whom to contact, and a checklist to show the status of each condition herein. It shall be the responsibility of the Permittee to provide all reports and to include the information about other users. The County may request information at any time from Permittee or other users if applicable, however it shall be the responsibility of the permittee to assure the County that such information is received.

G14 RESPONSIBLE AGENT:

Permittee shall maintain on file with the Planning and Development Services Department the name and phone number of the responsible agent for the site. A backup name shall also be provided, and a phone number for 24-hour emergency contact shall also be on file. If there are other users, the same information (as applicable) required from the Permittee shall also be made available to the County from such other users.

G15 INDEMNIFICATION:

At no cost to the County, Permittee and each and every subsidiary user, shall indemnify, and hold harmless the County, the Board of Supervisors and all officers and agents of the County against any and all claims, actions and liabilities arising out of the permitting, construction and/or operation of the project. This indemnity agreement shall be on file with the Planning and Development Services Department prior to recordation of this CUP. Failure to have the agreement on file within 60 days from the date of approval by the Planning Commission shall terminate the approval of this CUP. If the tower is subject to "multiple" use by anyone other than the Permittee, each such operator, or facility, or individual, person or corporation shall have on file with the County Planning and Development Services Department an indemnification agreement identical to that of the Permittee.

G16 CHANGE OF OWNER/OPERATOR:

In the event the ownership of the site or the operation of the site transfers from the current Permittee to a new successor Permittee, the successor Permittee shall be bound by all terms and conditions of this permit as if said successor was the original Permittee. Current Permittee shall inform the County Planning and Development Services Department in writing at least 60 days prior to any such transfer. Failure of a notice of change of ownership or change of operator shall be grounds for the immediate revocation of the CUP. In the event of a change, the new Owner/Operator shall file with the Department, via certified mail, a letter stating that they are fully aware of all conditions and acknowledge that they will adhere to all. If this permit or any subservient or associated permit requires financial surety, the transfer of this permit shall not be effective until the new Permittee has requisite surety on file. Furthermore existing surety shall not be released until replacement surety is accepted

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by County. Failure to provide timely notice of transfer by Permittee shall forfeit current surety.

In the event this is a multi-use tower facility, the written approval from any “user” of the tower shall be provided to the County in addition to the above.

G17 COMPLIANCE WITH ORDINANCE:

Permittee is aware of, has been provided a copy of and has agreed to be bound by and maintain compliance with the “Communications Ordinance”, being Title 9 Division 24 of the County’s codified ordinances.

(TOTAL “G” CONDITIONS are 17)

This space intentionally left blank.

Site Specific Conditions:**S1 PROJECT DESCRIPTION:**

This permit authorizes the Permittee to construct, operate, and maintain one 39-foot mono-palm, co-locatable telecommunication tower with the necessary ancillary equipment shelter, and fencing. The Tower height shall not exceed 39 feet above ground level (AGL). The tower shall be constructed to the specifications contained in the application or as modified. In this case the tower shall be a "free standing" tower with no guy wire support. In addition to the information contained in the application, and as a result of the County, the applicant and the other interested parties desiring to minimize the number of towers in the County, the tower may be used by multiple users in addition to the Permittee, provided the conditions stated herein are followed.

S2 ACCESS TO SITE:

Access to the site shall be as described in the application and as shown on the assessors plat map, and/or as approved by or through an encroachment permit.

S3 NO TRESPASSING SIGNS:

Permittee shall post the site for "No Trespassing" on each side all along the fence.

S4 HOURS OF OPERATION:

Permittee shall be allowed to operate the site 24 hours per day, seven days per week.

S5 ANCILLARY USES & ADDITIONAL LAND USE PERMITS:

This permit authorizes the Permittee to operate the site as described under Specific Condition S1 with no additional ancillary facilities or uses. This permit shall be considered the primary permit for this site, and if additional Conditional Use Permit(s) are secured for this site, they shall be subservient to this permit at all times.

S6 SUSPENSION OF OPERATIONS:

If operation of the communications facility ceases for a period of twenty four (24) consecutive months, the Permittee shall remove the communications tower, all related equipment, and all structures and buildings within 6 months. Permittee may request in writing to the Planning Director a one-time extension; such extension shall be limited to a maximum of one year.

S7 ENFORCEMENT ACTION:

County officials responsible for monitoring and/or enforcing the provisions of this permit shall issue a notice requiring abatement of a violation of its terms within a reasonable time as set by ordinance or County policy. As an example, responsible County officials may issue a citation and/or cease-and-desist order for repeated violation until such violations are abated. Under specific violations, the County may order the facility to cease operation until it can or will be operated in full compliance.

In the event there is enforcement action taken by the County it shall at all times be against the Permittee, even if the violation is caused by another party using the tower. It shall be the

1 responsibility of Permittee to assure that the tower is operated in compliance with all terms
2 and conditions of the CUP.

3 **S8 LIGHT & GLARE:**

4 Permittee is allowed to have security as well as operational lighting. Said lighting shall be
5 shielded and direct to onsite areas to minimize off site interference from unacceptable levels
of light or glare.

6 **S9 CONFLICTING PERMIT CONDITIONS:**

7 In the event that there is a conflict between the condition of this permit and any other permit,
8 the most stringent condition shall govern.

9 **S10 MINOR ADMINISTRATIVE MODIFICATION:**

10 The Planning and Development Services Director shall have the authority to make
11 interpretations, issue administrative decisions and provide directions that while not
12 modifying the intent of any condition will allow for problem resolution at an administrative
level. Both Director and/or Permittee have the right to defer such issues to the Planning
Commission. However in no event shall any decision regarding this permit be brought to the
Board of Supervisors without first having been brought to the Commission.

13 **S11 LATEST CODES GOVERN:**

14 All on site structures shall be designed and built to meet the latest edition of the applicable
15 codes. In the event the tower is altered, added to, or modified to accommodate additional
16 users, additional antennae or other structural modifications from those originally approved
by County, Permittee shall provide revised structural drawings and calculations to the
Building Inspection Division prior to such modifications being made.

17 **S12 COMMUNICATION FREQUENCY:**

18 Transmission frequency, amount of radiated power, and antennae characteristics shall
19 comply with requirements by the Federal Aviation Authority (FAA), Federal Communications
Commission (FCC), Planning Department and other applicable agencies.

20 **S13 FREQUENCY COORDINATION:**

21 The operation of the project shall not cause interference with transmission or reception of
22 signals or other communication facilities. Failure to comply with this condition shall result in
suspension or revocation of the Conditional Use Permit.

23 **S14 TOWER EMERGENCY INFORMATION:**

24 Permittee shall file (with the County) a Tower Site Information sheet. The permittee shall
update this information yearly.

25 **S15 RESTORATION SURETY:**

26 (a) Upon the expiration of this CUP, Permittee shall restore the site upon which the project
27 is located back to its undeveloped condition. To ensure that such restoration is completed,
28 Permittee shall provide security that is in conformance with the County's Financial
Assurance Guideline, is acceptable to the Office of County Counsel, and in an amount not

1 less than \$25,000. Said security shall cover Permittee, as well as any co-locators, users, or
2 other subleases located at the site.

3 **(b)** The amount of security may be administratively increased by the Planning Department
4 or the Planning Commission, upon a finding that the characteristics of the site warrants
5 additional security. The security must be filed with the County within six (6) months of the
6 approval of this CUP, and/or prior to the issuance of any building or grading permit,
7 whichever comes first.

8 **(c)** The security shall remain in effect until the project has been completely removed, and
9 the site has been fully restore to its undeveloped condition. In the event there is a history of
10 noncompliance with the conditions of this CUP, or any other applicable federal, State or local
11 law, regulation, rule, policy or procedure, the minimum amount of required security may be
12 administratively increased by the Planning Department or Planning Commission to \$35,000.

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(TOTAL "S" CONDITIONS are 15)

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NOW THEREFORE, County hereby issues Conditional Use Permit #21-0015, and Permittee hereby accepts such permit upon the terms and conditions set forth herein:

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written.

PERMITTEE

Authorized Representative
SBA Steel II, LLC

Date

COUNTY OF IMPERIAL, a political subdivision of the STATE OF CALIFORNIA

James Minnick, Director of
Planning & Development Services

Date

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PERMITTEE NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____

COUNTY OF _____ } S.S.

On _____ before me, _____ a Notary Public in and for said County and State, personally appeared _____, who proved to on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

Dated _____

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COUNTY NOTARIZATION

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF IMPERIAL} S.S.

On _____ before me, _____
a Notary Public in and for said County and State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature _____

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

**Attachments D: Planning Commission
Resolution**

RESOLUTION NO. 2021-00

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, APPROVING “CONDITIONAL USE PERMIT #21-0015” FOR SBA STEEL II, LLC

WHEREAS, SBA Steel II, LLC submitted an application for Conditional Use Permit #21-0015 for the renewal of Land Use Entitlements for an existing 39-foot above ground level (AGL) mono-palm telecommunication tower with ancillary equipment.

WHEREAS, the project is categorically exempt in accordance with section 15301 of the requirements of the California Environmental Quality Act, the State Guidelines, and the County’s “Rules and Regulations to Implement CEQA as Amended”;

WHEREAS, the Planning Commission of the County of Imperial has been delegated with the responsibility of adoptions and certifications; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties at a public hearing held with respect to this item on December 16, 2021.

NOW, THEREFORE, the Planning Commission of the County of Imperial **DOES HEREBY RESOLVE** as follows:

SECTION 1. The Planning Commission has considered the proposed Conditional Use Permit #21-0015 prior to approval. The Planning Commission finds and determines that the Conditional Use Permit is adequately prepared in accordance with the requirements of the Imperial County General Plan, Land Use Ordinance, and the California Environmental Quality Act (CEQA) which analyzes environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning laws and the County of Imperial regulations, the following findings for approving Conditional Use Permit #21-0015 have been made as follows:

A. The proposed use is consistent with goals and policies of the adopted County General Plan.

The General Plan designates the subject site as “Agriculture”. The project is found to be consistent with the goals and policies of the Imperial County General Plan Land Use Element, and therefore, consistent with the County’s General Plan.

B. The proposed use is consistent with the purpose of the zone or sub-zone within which the use will be used.

The purpose of this project is to renew the land use entitlements granted with the recording of Conditional Use Permit #05-0030 for an existing 39-foot mono-palm telecommunication tower. While communication towers are not an outright use for an "A-2" zone, it can be allowed with approval of a Conditional Use Permit according to Section 90508.02 of the Imperial County Title 9 Land Use Ordinance. Therefore, upon approval of this Conditional Use Permit, the continued use will be consistent with the purpose of the A-2 zoning district.

C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed or similar conditional use according to the procedures of Section 90203.00.

While the proposed communication tower is not designated as an outright use, it has been listed as a use allowed subject to the approval of a Conditional Use Permit per Section 90508.02 of the Imperial County Land Use Ordinance. Additionally, Section 90203.00 of this same ordinance defines and establishes the guidelines for processing a Conditional Use Permit application. The proposed communication tower is considered an Intermediate Conditional Use Permit, and has been found to adhere to the requirements put in place by Section 90203.00.

D. The proposed use meets the minimum requirements of Title 9 applicable to the use and complies with all applicable laws, ordinances and regulation of the County of Imperial and the State of California.

Per Section 90508.02 of the Title 9 Ordinance, the proposed use will comply with the regulations of the County of Imperial upon approval of the Conditional Use Permit (CUP). The minimum requirements for the processing of a CUP per Section 90203.02 include a written application, the documentation listed in Section 90104.00 of Title 9, and the required fees. All required documentation and fees has been reviewed and accepted by ICPDS staff, and therefore complies with all applicable laws, ordinances, and regulations of the County of Imperial. Furthermore, the Conditions of Approval for the CUP will ensure that the proposed use will continue to comply with the County of Imperial's ordinances.

E. The proposed use will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.

An existing single-family dwelling and agricultural field are located within the project site. The mono-palm is within an approximate 1,800 square foot leased area that is enclosed by a chain link fence. The site also does not allow for easy access to the surrounding public and this is an existing tower that has benefitted the area. Due to this reasoning, the proposed use is not expected to be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.

F. The proposed use does not violate any other law or ordinance.

The proposed use has been found consistent with the Title 9 Land Use Ordinance for the County of Imperial per Section 90508.02 that allows for the use of a communication tower subject to the approval of a Conditional Use Permit. Furthermore, the processing and review of the CUP application has been found to meet the requirements found in Section 90203.01 of Title 9. Therefore, the project use has not been found to violate any other law or ordinance.

G. The proposed use is not granting a special privilege.

The proposed project is an allowed use subject to the approval of Conditional Use Permit #21-0015 due to the requirements found under Land Use Ordinance, Sections 90203.01, 90508.02, and 92401.01. All of said requirements have been reviewed and accepted by ICPDS staff and will not grant a special privilege to the proposed use.

NOW, THEREFORE, based on the above findings, the County of Imperial Planning Commission **DOES HEREBY APPROVE** Conditional Use Permit #21-0015, subject to the attached Conditions of Approval.

Carson Kalin, Vice Chairperson
Imperial County Planning Commission

I hereby certify that the preceding resolution was taken by the Planning Commission at a meeting conducted on **December 16, 2021** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Jim Minnick, Director of Planning & Development Services
Secretary to the Planning Commission

**Attachments E: Previously approved
Conditional Use Permit #05-0030**

RECORDING REQUESTED BY & RETURN TO

Tower Co.

CUP 05-0030

5/23/11

Recorded in Official Records, Imperial County

6/21/2011
10:41 AM
IV

When Recorded Return To:

Chuck Storey
County Clerk / Recorder

Imperial County Planning & Development Services
801 Main Street
El Centro, California 92243

IMP County of Imperial

Doc#: **2011-014671**

Titles: 1 Pages: 15



Fees	49.00
Taxes	0.00
Other	0.00
PAID	\$49.00

AGREEMENT FOR CONDITIONAL USE PERMIT # 05-0030
 Tower Co. (Telecommunication Tower)
 (043-350-031-001)
 (Approved by Planning Commission on November 24, 2010)

This Agreement is made and entered into on this 23rd day of May 2011 by and between Tower Co., (hereinafter referred to as "Permittee"), and the COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Permittee is the owner, and/or operator and/or successor in interest in certain land in Imperial County known as "Assessors Parcel 040-350-031-001, further described Portion of Tract 44, 80-acre parcel, Township 15 South, Range 13 East, S.B.B.&M.," and;

WHEREAS, Permittee has applied to the County for permission to construct, operate and maintain one (1) un-staffed Faux-Palm Telecommunication Tower upon the above site", and;

WHEREAS, Permittee has requested a permit to construct, operate and maintain a 39' foot above ground level "AGL" co-locatable Faux-palm Telecommunication Tower, including one 11'6"x 20' 0" related facilities therein and;

WHEREAS, Permittee will not operate any type of use other than specified herein and within the application, and;

WHEREAS, Permittee intends to operate the tower for its own use, Permittee may at some future date desire to allow another "compatible" use communication, or electronic transmission operator (hereinafter referred to as a "subsidiary user", to use the same tower, thereby minimizing the number of towers required within the confines of the County, and;

WHEREAS, the County would like to encourage multiple use of such towers to the extent that "sharing" of towers is compatible in use, frequency and meets applicable regulatory standards of all permitting jurisdictions, and;

WHEREAS, though the "sharing" of tower space is physically possible, it is recognized that additional structural considerations must be addressed and if applicable, permitted by the Building Inspection Division, so that the tower is structurally adequate, and;

WHEREAS, the County and Permittee recognize that such facilities may create a "visual" impact, an ongoing monitoring requirement which impacts local government, as well as other impacts to the surrounding land uses that are significant, but unmitigable, therefore Permittee will provide to County alternative benefits to offset the un-mitigable impacts, and;

WHEREAS, County, after a review of the project, after a noticed public hearing before the Environmental Evaluation Committee, after a noticed public hearing before the Planning Commission, agreed to issue Conditional Use Permit # 05-0030 to Permittee, and/or his or her successor in interest subject to all of the following conditions:

NOW THEREFORE the County issued the CUP 05-0030 subject to all of the following conditions.

INDEX TO CONDITIONS:

G-1	Costs
G-2	Audit of Bills
G-3	Permits/Licenses
G-4	Recordation
G-5	Compliance/Revocation
G-6	Provisions to Run with Land
G-7	Right of Entry
G-8	Time Limit
G-9	Definitions
G-10	Specificity
G-11	Health Hazard
G-12	Encroachment Permit
G-13	Report(s)
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S-11	Latest Codes Govern
S-12	Variance
S-13	Communication Frequency
S-14	Frequency Coordination
S-15	Restoration Surety
S-16	Emergency/Communication Participation
S-17	Development Agreement (Alternative)

GENERAL CONDITIONS:

The "GENERAL CONDITIONS" are shown by the letter "G". These conditions are conditions that are either routinely and commonly included in all Conditional Use permits as "standardized" conditions and/or are conditions that the Imperial County Planning Commission has established as a requirement on all CUP's for consistent application and enforcement. The Permittee is advised that the General Conditions are as applicable as the SITE SPECIFIC conditions!

G1 COSTS:

Permittee shall pay any and all dollar amounts as determined by the County to defray all costs for the review of reports, field inspections, enforcement, monitoring, or other activities related to compliance with this permit, County Ordinances, and/or other laws that apply. Any billing against this project, now or in the future, by the Planning/Building Department or any County Department for costs incurred as a result of this permit, shall be billed through the Planning/Building Department.

G2 AUDIT OF BILLS:

Permittee shall have the right to have any bill audited for clarification or correction. In the event Permittee request an audit or an explanation of any bill, it shall be in writing to the Planning/Building Department. Permittee shall bring the account current including any amount due under a "disputed" billing statement, before any audit is performed. If the amount disputed is the result of a Department other than the Planning/Building Department, the explanation or audit shall be performed by said Department and a report provided to both the Permittee and the Planning/Building Department.

G3 PERMITS/LICENSES:

The Permittee shall obtain any and all local, state, and/or federal permits, licenses, contracts, and/or other approvals for the construction and/or operation of this project. This shall include, but not be limited to Health, Building, Sanitation, APCD, Public Works, Sheriff, Regional Water Quality Control Board, Offices of Emergency Services, Division of Mines and Geology, Caltrans, CHP etc. Permittee shall like-wise comply with all such permit requirements for the life of the project. Additionally, Permittee shall submit a copy of any such additional permit, license and/or approval to the Planning Department within 30 days of receipt.

G4 RECORDATION:

This permit shall not be effective until it is recorded at the Imperial County Records Office, and payment of the recordation fee shall be the responsibility of the Permittee. If the Permittee fails to pay the recordation fee within six (6) months from the date of approval, and/or this permit is not recorded within 180 days from the date of approval, this permit shall be deemed null and void, without notice having to be provided to Permittee. Permittee may request a written extension by filing such a request with the Planning Director at least 30 days prior to the original 180-day expiration. The Planning Director may approve an extension for a period not to exceed 180

days. An extension may not be granted if the request for an extension is filed after the expiration date.

G5 COMPLIANCE/REVOCAION:

Upon the determination by the Planning/Building Department, (if necessary upon consultation with other Department(s) or Agency(ies)) that the project is or may not be in full compliance with any one or all of the conditions of this Conditional Use Permit, or upon the finding that the project is creating a nuisance as defined by law, the PERMIT and the noted violation(s) shall be brought immediately to the attention of the appropriate enforcement agency or to the Planning Commission for hearing to consider appropriate response including but not limited to the revocation of the CUP or to consider possible amendments to the CUP. The hearing before the Planning Commission shall be held upon due notice having been provided to the Permittee and to the public in accordance with established ordinance/policy. In the event the action by the County is necessitated by the actions or lack thereof of a subsidiary user of the tower, all action by the County shall be taken against the permittee as if the permittee had or was causing the violation. The County shall not be obligated to deal with any subsidiary user of the facility.

G6 PROVISION TO RUN WITH LAND:

The provisions of this project are to run with the land/project and shall bind the current and future owner(s) successor(s) of interest, assignee(s) and/or transferee(s) of said project. Permittee shall not with out prior notification to the Planning/Building Department assign, sell, or transfer, or grant control of project or any right or privilege therein. The Permittee shall provide a minimum of 60 days written notice prior to such proposed transfer becoming effective. The permitted use identified herein is limited for use upon this parcel described herein and shall not be transferred to another parcel. This shall likewise be applicable if the transfer is between the primary and a subsidiary user.

G7 RIGHT OF ENTRY:

The County reserves the right to enter the premises to make the appropriate inspection(s) and to determine if the condition(s) of this permit are complied with. Access to authorized enforcement agency personnel shall not be denied, by the landowner, the permittee or a subsidiary user.

G8 TIME LIMIT:

Unless otherwise specified within the project specific conditions this project shall be limited to a maximum of (3) three years from the recordation date of the CUP. The CUP may be extended for successive three (3) year(s) by the Planning Director upon a finding by the Planning Department that the project is in full and complete compliance with all conditions of the CUP and any applicable land use regulation(s) of the County of Imperial. Unless specified otherwise herein no conditional use permit shall be extended for more than four consecutive periods. If an extension is necessary or requested beyond fifteen years, Permittee shall file a written request with the Planning Director for a hearing before the Planning Commission. Such request shall include

the appropriate extension fee. An extension shall not be granted if the project is in violation of any one or all of the conditions or if there is a history of non-compliance with the project conditions.

G9 DEFINITIONS:

In the event of a dispute the meaning(s) or the intent of any word(s) phrase(s) and/or conditions or sections herein shall be determined by the Planning Commission of the County of Imperial. The determination shall be final unless an appeal is made to the Board of Supervisors within the required time. In this permit the term Permittee may also apply to any other facility user whether specified by name herein or not. To the extent that this tower may be used by more than one service provider other than the applicant (permittee), all of the conditions of this permit shall be equally applicable to the other "user(s)" as if they were the "permittee".

G10 SPECIFICITY

The issuance of this permit does not authorize the Permittee to construct or operate this project in violation of any state, federal, local law nor beyond the specified boundaries of the project as shown by the application/project description/permit, nor shall this permit allow any accessory or ancillary use not specified herein. This permit does not provide any prescriptive right or use to the Permittee for future addition and/or modification to this project. The site specific use authorized by this permit is listed under the SITE SPECIFIC ("S") conditions, and only the use or uses listed shall be deemed as approved by this permit. The Permittee's application and or any support documents supplied by Permittee as part of the application shall not be used to determine allowed use(s).

G11 HEALTH HAZARD:

If the County Health Officer determines that a significant health hazard exists to the public, the County Health Officer may require appropriate measures and the Permittee shall implement such measures to mitigate the health hazard. If the hazard to the public is determined to be imminent, such measures may be imposed immediately and may include temporary suspension of the subject operations. However, within 45 days of any such suspension of operations, the measures imposed by the County Health Officer must be submitted to the Planning Commission for review and approval. Nothing shall prohibit Permittee from requesting a special Planning Commission meeting provided Permittee bears all costs.

G12 ENCROACHMENT PERMIT

- A. An encroachment permit shall be secured from Department of Public Works for any and all new, altered or unauthorized existing driveway(s) to access the property.
- B. Permittee shall provide a Drainage and Grading Study/Plan to provide for property grading and erosion control, which shall also include prevention of sedimentation for damage to off-site properties. The Study/Plan shall be

submitted to the Department of Public Works for review and approval. The applicant shall implement the approved plan. Employment of appropriate Storm Water Best Management Practices (BMP's) shall be included.

C. Please be advised that a Record of Survey may be required per the California Professional Land Surveyors Act. The applicant can contact Charles Lovett, at Public Works for further information. Legal and physical access shall be provided to access the communication facility. The Permittee shall also satisfy other applicable Public Works Department and other agencies' requirements and obtain approval from said agencies before issuance of any building permit.

G13 REPORT (S)

Permittee shall file an annual report with the Planning/Building Department to show that Permittee is in full compliance with this Conditional Use Permit. The report shall be filed within sixty (60) calendar days from the first day of the Calendar year, and shall include at a minimum, the total number of "users" on the tower, any problems encountered during the previous year, any reported frequency interference complaints, the name & phone number(s) of the responsible person(s) to contact, and a checklist to show the status of each condition of the CUP and how this project is compliant with all said conditions herein. It shall be the responsibility of the Permittee to provide all reports and to include the information about other users. The County may request information at any time from Permittee or other user(s) if applicable, however it shall be the responsibility of the permittee to ensure that the County receives such information.

G14 RESPONSIBLE AGENT

Permittee shall maintain on file with the Planning/Building Department the name and phone number(s) of the responsible agent for the site. A backup name(s) shall also be provided, and a phone number for 24 hour emergency contact shall also be on file. If there are other users, the same information (as applicable and required from the Permittee) shall also be made available to the County from such other users.

G15 INDEMNIFICATION

At no cost to the County, Permittee and each and every subsidiary user, shall indemnify, and hold harmless the County, the Board of Supervisors and all officers and agents of the County against any and all claims, actions and liabilities arising out of the permitting, construction and/or operation of the project. This indemnity agreement shall be on file with the Planning/Building

Department prior to recordation of this CUP. Failure to have the agreement on file within 60 days from the date of approval by the Planning Commission shall terminate the approval of this CUP. If the tower is subject to "multiple" use by anyone other than the Permittee, each such operator, or facility, or individual, person or corporation shall have on file with the County Planning/Building Department an indemnification agreement identical to that of the Permittee.

G16 CHANGE OF OWNER/OPERATOR

In the event the ownership of the site or the operation of the site transfers from the current Permittee to a new successor Permittee, the successor Permittee shall be bound by all terms and conditions of this permit as if said successor was the original Permittee. Current Permittee shall inform the County Planning/Building Department in writing at least 60 calendar days prior to any such transfer. Failure of a notice of change of ownership or change of operator shall be grounds for the immediate revocation of the CUP. In the event of a change, the new Owner/Operator shall file with the Department, via certified mail, a letter stating that they are fully aware of all conditions and acknowledge that they will adhere to all. If this permit or any subservient or associated permit requires financial surety, the transfer of this permit shall not be effective until the new Permittee has requisite surety on file. Furthermore existing surety shall not be released until replacement surety is accepted by the County. Failure to provide timely notice of transfer by Permittee shall forfeit current surety.

In the event multiple users use this facility, a current written approval from the permittee shall be provided to the Imperial County Planning/Building Department.

G17 COMPLIANCE WITH ORDINANCE

Permittee is aware of, has been provided a copy of and has agreed to be bound by and maintain compliance with the "Communications Ordinance", being Title 9 Division 24 of the County's codified ordinances.

G18 LOCAL BENEFIT AGREEMENT

Permittee has agreed to provide a local benefit per a negotiated agreement between the County and the permittee. This local benefit agreement allows the permittee to provide one of the following: (a) tower space reserved for County/IVECA use the reservation to be held for a period of three years during which the County/IVECA must notify the permittee of its intent to use the facility or in the absence thereof notify its intention not to use the facility; (b) in lieu of the reservation of space, pay an equivalent amount equal to the rental value of the space for the three year period, the funds to be dedicated to a trust account under the control of the Planning/Building Department for

allocation to the public communications systems being developed by IVECA, IID and ICOE; (c) provide electronic equipment of equivalent value of the three year rental value of the tower space, the type of equipment to be determined by the IVECA, ICOE and IID systems; (d) engineering services of equivalent value as defined in (b) and (c). The Director of the Planning/Building Department, based upon current community needs determined in consultation with IVECA, ICOE and IID, shall approve the choice of the alternative. The in lieu of fee may be paid in a lump sum at time of recordation in which case the total value shall be discounted by 20% of the aggregate value that would have been paid on a monthly basis for the three year period. It may also be paid at the end of the three-year term of the CUP, prior to the renewal of the CUP in which case the total cost will be the aggregate total for the three-year period plus 10% interest on the total.

(TOTAL "G" CONDITIONS are 18)

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SPECIFIC PROJECT CONDITIONS:

S1 PROJECT DESCRIPTION

This permit authorizes the Permittee to construct, operate and maintain one 39-foot mono-palm, co-locatable telecommunication tower with the necessary ancillary equipment shelter, and fencing. The Tower height shall not exceed 39 feet, and the total developed height of any antenna thereon shall not exceed 39 feet above ground level (AGL). The tower shall be constructed to the specifications contained in the application or as modified. In this case the tower shall be a "free standing" tower with no guy wire support. In addition to the information contained in the application, and as a result of the County, the applicant and the other interested parties desiring to minimize the number of towers in the County, the tower may be used by multiple users in addition to the Permittee, provided the conditions stated herein are followed.

S2 ACCESS TO SITE

Access to the site shall be as described in the application and as shown on the assessors plat map, and/or as approved by or through an encroachment permit.

S3 NO TRESPASSING SIGNS

Permittee shall post the site for "No Trespassing" at least every side along the active perimeter of the site

S4 HOURS OF OPERATION

Permittee shall be allowed to operate the site 24 hrs per day, seven days per week.

S5 ANCILLARY USES & ADDITIONAL LAND USE PERMITS

This permit authorizes the Permittee to operate the site as described under condition S1 with no additional ancillary facilities or uses. This permit shall be considered the primary permit for this site, and if additional Conditional Use Permit(s) are secured for this site, they shall be subservient to this permit at all times.

S6 SUSPENSION OF OPERATIONS

(a) If operation of the communications facility ceases for a period of twenty four (24) consecutive months, the Permittee shall remove the communications tower, all related equipment, and all structures and buildings within 6 months. Permittee may request in writing to the Planning Director a one-time extension; such extension shall be limited to a maximum of one year.

(b) Permittee shall file (with the County) surety in the amount of \$10000.00(Ten Thousand Dollars) in a form acceptable to County Counsel. Said surety shall be filed within six (6) months of the approval of this CUP,

and/or prior to issuance of any construction permit, whichever comes first, and shall guarantee restoration of the land to its condition prior to development.

(c) If there are other persons, firms or corporations using said tower, in addition to the Permittee, the surety shall increase at the rate of \$5000.00 (Five Thousand Dollars) per user and shall be provided to the County by said persons, firms or corporations.

S7 ENFORCEMENT ACTION

County officials responsible for monitoring and/or enforcing the provisions of this permit shall issue a notice requiring abatement of a violation of its terms within a reasonable time as set by ordinance or County policy. As an example, responsible County officials may issue a citation and/or cease-and-desist order for repeated violation until such violations are abated. Under specific Violations County may order the facility to cease operation until it can or will be operated in full compliance.

In the event there is enforcement action taken by the County it shall at all times be against the Permittee, even if the violation is caused by another party using the tower. It shall be the responsibility of Permittee to ensure that the tower is operated in compliance with all terms and conditions of the CUP.

S8 LIGHT & GLARE

Permittee is allowed to have security lighting as well as operational lighting. Said lighting shall be shielded and directed towards on site areas to minimize off site interference from unacceptable levels of light or glare.

S9 CONFLICTING PERMIT CONDITIONS

In the event that there is a conflict between the condition of this permit and any other permit, the most stringent condition shall govern.

S10 MINOR ADMINISTRATIVE MODIFICATION

The Planning Director shall have the authority to make interpretations, issue administrative decisions and provide directions that while not modifying the intent of any condition will allow for problem resolution at an administrative level. Both the Planning Director and/or Permittee have the right to appeal such issues to the Planning Commission. However in no event shall any decision regarding this permit be brought to the Board of Supervisors without first having been brought to the Planning Commission.

S11 LATEST CODES GOVERN

All on site structures shall be designed and built to meet the latest edition of the applicable codes. In the event the tower is altered, added to, or modified to accommodate additional users, additional antennae or other structural modifications from those originally approved by County, Permittee shall provide revised structural drawings and calculations to the Building Inspection Division prior to such modifications being made.

S12 VARIANCE

The height of the tower is within the A-2 height limit of 120 feet, as permitted pursuant to Imperial County Land Use Ordinance, Section 90508.07 (C) and the applicant does not propose to exceed said height. Therefore the project requires no variance and no variance is attached to this CUP or issued to this project.

S13 COMMUNICATION FREQUENCY

Transmission frequency, amount of radiated power, and antennae characteristics shall be in compliance with requirements by the Federal Aviation Authority (FAA), Federal Communications Commission (FCC), Planning Department and other applicable agencies.

S14 FREQUENCY COORDINATION

The operation of the project shall not cause interference with transmission or reception of signals or other communication facilities. Failure to comply with this condition shall result in suspension or revocation of the Conditional Use Permit.

S15 RESTORATION SURETY

The original surety shall remain in effect until the tower and the ancillary facilities are removed and the site restored to its original condition. In the event there is a history of "non-compliance with these conditions, prior to the renewal terms herein, the surety may be administratively increased from \$10,000.00 minimum to \$15,000.00, if the renewal is considered by the Planning Commission or the Planning Director.

S16 EMERGENCY/COMMUNICATION PARTICIPATION

The permittee shall, in exchange for the benefit of this authorization, create a public benefit to the County by supporting the County in its program to establish and maintain a County Wide emergency communication system as well as a County Wide High Speed Internet Communication system. This support shall be in accordance with condition G-18.

S17 DEVELOPMENT AGREEMENT (ALTERNATIVE)

In lieu of Condition S17 the permittee will enter into a "development agreement" with the County, the terms of which shall substantially support the concept of G-18. The Development Agreement may however provide alternative benefits that the County desires in lieu of direct payments. The permittee may exercise this option within 30 days from the date of approval by the Planning Commission, but prior to recordation, however in doing so agrees to be bound by condition S17 until such time as a "development agreement" becomes effective. If the development agreement process is commenced but not completed condition S17 shall continue to govern.

Permittee is advised that County does have a "development agreement" ordinance which governs the processing of such an agreement. Furthermore

permittee is advised that a development agreement can only be approved by the Board of Supervisors, therefore a hearing before the Board will be necessary to effectuate such an agreement

NOW THEREFORE, County hereby issues Conditional Use Permit # 05-

0030 and Permittee hereby accepts such permit upon the terms and conditions set forth herein:

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written.

Permittee
CALIFORNIA

COUNTY OF IMPERIAL, a political
Subdivision of the STATE OF

By: 
David Hockey, Project Manager
Tower Co. Agent/Representative

By: 
Armando G. Villa, Director of Planning
& Development Services

Dated 05/23/11

Dated 6-7-11

NORTH CAROLINA
STATE OF CALIFORNIA
COUNTY OF WAKE } S.S.

On May 23, 2010 before me,
CHARLOTTE GLASERMAN a Notary Public
in and for said County and State, personally appeared
DAVID HOCKEY personally

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Signature Charlotte Glaserman

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document _____
Number of Pages _____ Date of Document _____
Signer(s) Other Than Named Above _____

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COUNTY NOTARIZATION

STATE OF CALIFORNIA
COUNTY OF IMPERIAL } S.S.

On JUNE 7, 2011 before me,
PATRICIA A. VALENZUELA a Notary Public
in and for said County and State, personally appeared
ARMANDO G. VILLA who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that
~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Patricia A. Valenzuela

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent
attachment of this certificate to unauthorized document.

Title or Type of Document Conditional We Permit
Number of Pages 15 Date of May 23, 2011
Document _____
Signer(s) Other Than Named Above _____



5992 / GULLIET
11-17-05

RECEIVED

NOV 17 2005

BY _____
IMPERIAL COUNTY CLERK-RECORDER

When Recorded Return To:

Imperial County Planning & Dev. Services Dept.
801 Main Street
El Centro, California 92243

AGREEMENT FOR CONDITIONAL USE PERMIT # 05-0030
Nextel Communications/SRES (Telecommunication Tower)
(APN 043-350-31-01)

This Agreement is made and entered into on this September 28, 2005, by and between Nextel Communications/SRES, (hereinafter referred to as "Permittee"), and the COUNTY OF IMPERIAL, a political subdivision of the State of California, (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Permittee is the owner, and/or operator and/or successor in interest in certain land in Imperial County known as "Assessors Parcel 043-350-31-01, further described Portion of Tract 44, 80-acre parcel, Township 15 South, Range 13 East, S.B.B.&M.," and;

WHEREAS, Permittee has applied to the County for permission to construct, operate and maintain one un-staffed mono-Palm, co-locatable, Telecommunication Tower, upon the above site, and;

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3 **WHEREAS**, the County would like to encourage multiple use of such
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5 and meets applicable regulatory standards of all permitting jurisdictions, and;

6 **WHEREAS**, though the "sharing" of tower space is physically possible,
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12 impacts local government, as well as other impacts to the surrounding land
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14 County alternative benefits to offset the un-mitigable impacts, and;

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Permittee shall have the right to have any bill audited for clarification or correction. In the event Permittee request an audit or an explanation of any bill, it shall be in writing to the Planning and Development Services Department. Permittee shall bring the account current including any amount due under a "disputed" billing statement, before any audit is performed. If the amount disputed is the result of a Department other than the Planning and Development Services Department, the explanation or audit shall be performed by said Department and a report provided to both the Permittee and the Planning and Development Services Department.

G3 PERMITS/LICENSES:

The Permittee shall obtain any and all local, state, and/or federal permits, licenses, contracts, and/or other approvals for the construction and/or operation of this project. This shall include, but not be limited to Health, Building, Sanitation, APCD, Public Works, Sheriff, Regional Water Quality Control Board, Offices of Emergency Services, Division of Mines and Geology, Caltrans, CHP etc. Permittee shall likewise comply with all such permit requirements for the life of the project. Additionally, Permittee shall submit a copy of any such additional permit, license and/or approval to the Planning and Development Services Department within 30 days of receipt, when requested.

G4 RECORDATION:

This permit shall not be effective until it is recorded at the Imperial County Records Office, and payment of the recordation fee shall be the responsibility of the Permittee. If the Permittee fails to pay the recordation fee within six (6) months from the date of approval, and/or this permit is not recorded within 180 days from the date of approval, this permit shall be deemed null and void, without notice having to be provided to Permittee.

1 Permittee may request a written extension by filing such a request with the
2 Planning Director at least 30 days prior to the original 180-day expiration. The
3 Planning Director may approve an extension for a period not to exceed 180
4 days. An extension may not be granted if the request for an extension is filed
5 after the expiration date.

4 **G5 COMPLIANCE/REVOICATION:**

5 Upon the determination by the Planning and Development Services
6 Department, (if necessary upon consultation with other Department(s) or
7 Agency(ies)) that the project is or may not be in full compliance with any one
8 or all of the conditions of this Conditional Use Permit, or upon the finding that
9 the project is creating a nuisance as defined by law, the PERMIT and the
10 noted violation(s) shall be brought immediately to the attention of the
11 appropriate enforcement agency or to the Planning Commission for hearing to
12 consider appropriate response including but not limited to the revocation of
13 the CUP or to consider possible amendments to the CUP. The hearing before
14 the Planning Commission shall be held upon due notice having been provided
15 to the Permittee and to the public in accordance with established
16 ordinance/policy. In the event the action by the County is necessitated by the
17 actions or lack thereof of a subsidiary user of the tower, all action by the
18 County shall be taken against the permittee as if the permittee had or was
19 causing the violation. The County shall not be obligated to deal with any
20 subsidiary user of the facility.

14 **G6 PROVISION TO RUN WITH LAND:**

15 The provisions of this project are to run with the land/project and shall bind the
16 current and future owner(s) successor(s) of interest, assignee(s) and/or
17 transferee(s) of said project. Permittee shall not with out prior notification to
18 the Planning and Development Services Department assign, sell, or transfer,
19 or grant control of project or any right or privilege therein. The Permittee shall
20 provide a minimum of 60 days written notice prior to such proposed transfer
21 becoming effective. The permitted use identified herein is limited for use upon
22 this parcel described herein and shall not be transferred to another parcel.
23 This shall likewise be applicable if the transfer is between the primary and a
24 subsidiary user.

20 **G7 RIGHT OF ENTRY:**

21 The County reserves the right to enter the premises to make the appropriate
22 inspection(s) and to determine if the condition(s) of this permit are complied
23 with. Access to authorized enforcement agency personnel shall not be
24 denied, by the landowner, the permittee or a subsidiary user.

24 **G8 TIME LIMIT:**

25 Unless otherwise specified within the project specific conditions this project
26 shall be limited to a maximum of (3) three years from the recordation date of
27 the CUP. The CUP may be extended for successive three (3) year(s) by the
28 Planning Director upon a finding by the Planning and Development Services
Department that the project is in full and complete compliance with all
conditions of the CUP and any applicable land use regulation(s) of the County

1 of Imperial. Unless specified otherwise herein no conditional use permit shall
2 be extended for more than four consecutive periods. If an extension is
3 necessary or requested beyond fifteen years, Permittee shall file a written
4 request with the Planning Director for a hearing before the Planning
5 Commission. Such request shall include the appropriate extension fee. An
6 extension shall not be granted if the project is in violation of any one or all of
7 the conditions or if there is a history of non-compliance with the project
8 conditions.

6 **G9 DEFINITIONS:**

7 In the event of a dispute the meaning(s) or the intent of any word(s) phrase(s)
8 and/or conditions or sections herein shall be determined by the Planning
9 Commission of the County of Imperial. The determination shall be final unless
10 an appeal is made to the Board of Supervisors within the required time. In this
11 permit the term Permittee may also apply to any other facility user whether
12 specified by name herein or not. To the extent that this tower may be used by
13 more than one service provider other than the applicant (permittee), all of the
14 conditions of this permit shall be equally applicable to the other "user(s)" as if
15 they were the "Permittee".

12 **G10 SPECIFICITY**

13 The issuance of this permit does not authorize the Permittee to construct or
14 operate this project in violation of any state, federal, local law nor beyond the
15 specified boundaries of the project as shown by the application/project
16 description/permit, nor shall this permit allow any accessory or ancillary use
17 not specified herein. This permit does not provide any prescriptive right or use
18 to the Permittee for future addition and/or modification to this project. The site
19 specific use authorized by this permit is listed under the SITE SPECIFIC ("S")
20 conditions, and only the use or uses listed shall be deemed as approved by
21 this permit. The Permittee's application and or any support documents
22 supplied by Permittee as part of the application shall not be used to determine
23 allowed use(s).

19 **G11 HEALTH HAZARD:**

20 If the County Health Officer determines that a significant health hazard exists
21 to the public, the County Health Officer may require appropriate measures
22 and the Permittee shall implement such measures to mitigate the health
23 hazard. If the hazard to the public is determined to be imminent, such
24 measures may be imposed immediately and may include temporary
25 suspension of the subject operations. However, within 45 days of any such
26 suspension of operations, the measures imposed by the County Health Officer
27 must be submitted to the Planning Commission for review and approval.
28 Nothing shall prohibit Permittee from requesting a special Planning
Commission meeting provided Permittee bears all costs.

25 **G12 ENCROACHMENT PERMIT**

26 A. An encroachment permit shall be secured from Department of Public
27 Works for any and all new, altered or unauthorized existing driveway(s) to
28 access the property.

1
2 B. Permittee shall provide a Drainage and Grading Study/Plan to provide
3 for property grading and erosion control, which shall also include prevention of
4 sedimentation for damage to off-site properties. The Study/Plan shall be
5 submitted to the Department of Public Works for review and approval. The
6 applicant shall implement the approved plan. Employment of appropriate
7 Storm Water Best Management Practices (BMP's) shall be included.

8 C. Please be advised that a Record of Survey may be required per the
9 California Professional Land Surveyors Act. The applicant can contact
10 Charles Lovett, at Public Works for further information. Legal and physical
11 access shall be provided to access the communication facility. The Permittee
12 shall also satisfy other applicable Public Works Department and other
13 agencies' requirements and obtain approval from said agencies before
14 issuance of any building permit.

15 **G13 REPORT (S)**

16 Permittee shall file an annual report with the Planning and Development
17 Services Department to show that Permittee is in full compliance with this
18 Conditional Use Permit. The report shall be filed within sixty (60) calendar
19 days from the first day of the Calendar year, and shall include at a minimum,
20 the total number of "users" on the tower, any problems encountered during the
21 previous year, any reported frequency interference complaints, the name &
22 phone number(s) of the responsible person(s) to contact, and a checklist to
23 show the status of each condition of the CUP and how this project is
24 compliant with all said conditions herein. It shall be the responsibility of the
25 Permittee to provide all reports and to include the information about other
26 users. The County may request information at any time from Permittee or
27 other user(s) if applicable, however it shall be the responsibility of the
28 permittee to ensure that the County receives such information.

29 **G14 RESPONSIBLE AGENT**

30 Permittee shall maintain on file with the Planning and Development Services
31 Department the name and phone number(s) of the responsible agent for the
32 site. A backup name(s) shall also be provided, and a phone number for 24
33 hour emergency contact shall also be on file. If there are other users, the
34 same information (as applicable and required from the Permittee) shall also
35 be made available to the County from such other users.

36 **G15 INDEMNIFICATION**

37 At no cost to the County, Permittee and each and every subsidiary user, shall
38 indemnify, and hold harmless the County, the Board of Supervisors and all
39 officers and agents of the County against any and all claims, actions and
40 liabilities arising out of the permitting, construction and/or operation of the

1 project. This indemnity agreement shall be on file with the Planning and
2 Development Services Department prior to recordation of this CUP. Failure to
3 have the agreement on file within 60 days from the date of approval by the
4 Planning Commission shall terminate the approval of this CUP. If the tower is
5 subject to "multiple" use by anyone other than the Permittee, each such
6 operator, or facility, or individual, person or corporation shall have on file with
7 the County Planning and Development Services Department an
8 indemnification agreement identical to that of the Permittee.

6 **G16 CHANGE OF OWNER/OPERATOR**

7
8 In the event the ownership of the site or the operation of the site transfers
9 from the current Permittee to a new successor Permittee, the successor
10 Permittee shall be bound by all terms and conditions of this permit as if said
11 successor was the original Permittee. Current Permittee shall inform the
12 County Planning/Building Department in writing at least 60 calendar days prior
13 to any such transfer. Failure of a notice of change of ownership or change of
14 operator shall be grounds for the immediate revocation of the CUP. In the
15 event of a change, the new Owner/Operator shall file with the Department, via
16 certified mail, a letter stating that they are fully aware of all conditions and
17 acknowledge that they will adhere to all. If this permit or any subservient or
18 associated permit requires financial surety, the transfer of this permit shall not
19 be effective until the new Permittee has requisite surety on file. Furthermore
20 existing surety shall not be released until replacement surety is accepted by
21 the County. Failure to provide timely notice of transfer by Permittee shall
22 forfeit current surety.

23
24 In the event multiple users use this facility, a current written approval from the
25 permittee shall be provided to the Imperial County Planning and Development
26 Services Department.

19 **G17 COMPLIANCE WITH ORDINANCE**

20 Permittee is aware of, has been provided a copy of and has agreed to be
21 bound by and maintain compliance with the "Communications Ordinance",
22 Title 9, Division 24, of the County's codified ordinances.

22 **G18 LOCAL BENEFIT AGREEMENT**

23 Permittee has agreed to provide a local benefit per a negotiated agreement
24 between the County and the permittee. This local benefit agreement allows
25 the permittee to provide one of the following: (a) tower space reserved for
26 County/IVECA use the reservation to be held for a period of three years
27 during which the County/IVECA must notify the permittee of its intent to use
28 the facility or in the absence thereof notify its intention not to use the facility;
(b) in lieu of the reservation of space, pay an equivalent amount equal to the
rental value of the space for the three year period, the funds to be dedicated

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to a trust account under the control of the Planning and Development Services Department for allocation to the public communications systems being developed by IVECA, IID and ICOE; (c) provide electronic equipment of equivalent value of the three year rental value of the tower space, the type of equipment to be determined by the IVECA, ICOE and IID systems; (d) engineering services of equivalent value as defined in (b) and (c). The Director of the Planning and Development Services Department, based upon current community needs determined in consultation with IVECA, ICOE and IID, shall approve the choice of the alternative. The in lieu of fee may be paid in a lump sum at time of recordation in which case the total value shall be discounted by 20% of the aggregate value that would have been paid on a monthly basis for the three year period. It may also be paid at the end of the three-year term of the CUP, prior to the renewal of the CUP in which case the total cost will be the aggregate total for the three-year period plus 10% interest on the total.

(TOTAL "G" CONDITIONS are 18)

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SPECIFIC PROJECT CONDITIONS:**S1 PROJECT DESCRIPTION**

This permit authorizes the Permittee to construct, operate and maintain one 39-foot mono-palm, co-locatable telecommunication tower with the necessary ancillary equipment shelter, and fencing. The Tower height shall not exceed 39 feet, and the total developed height of any antenna thereon shall not exceed 39 feet above ground level (AGL). The tower shall be constructed to the specifications contained in the application or as modified. In this case the tower shall be a "free standing" tower with no guy wire support. In addition to the information contained in the application, and as a result of the County, the applicant and the other interested parties desiring to minimize the number of towers in the County, the tower may be used by multiple users in addition to the Permittee, provided the conditions stated herein are followed.

S2 ACCESS TO SITE

Access to the site shall be as described in the application and as shown on the assessors plat map, and/or as approved by or through an encroachment permit.

S3 NO TRESPASSING SIGNS

Permittee shall post the site for "No Trespassing" at least every side along the active perimeter of the site

S4 HOURS OF OPERATION

Permittee shall be allowed to operate the site 24 hrs per day, seven days per week.

S5 ANCILLARY USES & ADDITIONAL LAND USE PERMITS

This permit authorizes the Permittee to operate the site as described under condition S1 with no additional ancillary facilities or uses. This permit shall be considered the primary permit for this site, and if additional Conditional Use Permit(s) are secured for this site, they shall be subservient to this permit at all times.

S6 SUSPENSION OF OPERATIONS

(a) If operation of the communications facility ceases for a period of twenty four (24) consecutive months, the Permittee shall remove the communications tower, all related equipment, and all structures and buildings within 6 months. Permittee may request in writing to the Planning Director a one-time extension; such extension shall be limited to a maximum of one year.

(b) Permittee shall file (with the County) surety in the amount of \$10,000.00 (Ten Thousand Dollars) in a form acceptable to County Counsel. Said surety shall be filed within six (6) months of the approval of this CUP, and/or prior to issuance of any construction permit, whichever comes first, and shall guarantee restoration of the land to its condition prior to development.

1 (c) If there are other persons, firms or corporations using said tower, in
2 addition to the Permittee, the surety shall increase at the rate of \$5,000.00
3 (Five Thousand Dollars) per user and shall be provided to the County by said
4 persons, firms or corporations.

5 **S7 ENFORCEMENT ACTION**

6 County officials responsible for monitoring and/or enforcing the provisions of
7 this permit shall issue a notice requiring abatement of a violation of its terms
8 within a reasonable time as set by ordinance or County policy. As an example,
9 responsible County officials may issue a citation and/or cease-and-desist
10 order for repeated violation until such violations are abated. Under specific
11 violations, the County may order the facility to cease operation until it can or
12 will be operated in full compliance.

13 In the event there is enforcement action taken by the County it shall at all
14 times be against the Permittee, even if the violation is caused by another party
15 using the tower. It shall be the responsibility of Permittee to ensure that the
16 tower is operated in compliance with all terms and conditions of the CUP.

17 **S8 LIGHT & GLARE**

18 Permittee is allowed to have security lighting as well as operational lighting.
19 Said lighting shall be shielded and directed towards on site areas to minimize
20 off site interference from unacceptable levels of light or glare.

21 **S9 CONFLICTING PERMIT CONDITIONS**

22 In the event that there is a conflict between the condition of this permit and
23 any other permit, the most stringent condition shall govern.

24 **S10 MINOR ADMINISTRATIVE MODIFICATION**

25 The Planning Director shall have the authority to make interpretations, issue
26 administrative decisions and provide directions that while not modifying the
27 intent of any condition will allow for problem resolution at an administrative
28 level. Both the Planning Director and/or Permittee have the right to appeal
such issues to the Planning Commission. However in no event shall any
decision regarding this permit be brought to the Board of Supervisors without
first having been brought to the Planning Commission.

29 **S11 LATEST CODES GOVERN**

30 All on-site structures shall be designed and built to meet the latest edition of
31 the applicable codes. In the event the tower is altered, added to, or modified
32 to accommodate additional users, additional antennae or other structural
33 modifications from those originally approved by County, Permittee shall
34 provide revised structural drawings and calculations to the Building Inspection
35 Division prior to such modifications being made.

36 **S12 VARIANCE**

37 The height of the tower is within the A-2 height limit of 120 feet, as permitted
38 pursuant to Imperial County Land Use Ordinance, Section 90508.07 (C) and
the applicant does not propose to exceed said height. Therefore the project

1 requires no variance and no variance is attached to this CUP or issued to this
2 project.

3 **S13 LIGHTING**

4 Aircraft warning lights are to be installed on the tower to meet Federal Aviation
5 Administration (FAA) specifications. Electrical backup power shall be
6 provided for these lights on the new tower according to FAA standards and at
7 a minimum shall include lights at the top and at the mid-point of the structure.
8 Permittee shall submit evidence of compliance with the FAA requirements
9 within six (6) months from the approval date of this CUP. As required by the
10 Airport Land Use Commission, Permittee shall install a high intensity strobe
11 beacon (for daylight use only) and a red flashing warning light to warn aircraft
12 in the vicinity.

9 **S14 COMMUNICATION FREQUENCY**

10 Transmission frequency, amount of radiated power, and antennae
11 characteristics shall be in compliance with requirements by the Federal
12 Aviation Authority (FAA), Federal Communications Commission (FCC),
13 Planning and Development Services Department and other applicable
14 agencies.

12 **S15 FREQUENCY COORDINATION**

13 The operation of the project shall not cause interference with transmission or
14 reception of signals or other communication facilities. Failure to comply with
15 this condition shall result in suspension or revocation of the Conditional Use
16 Permit.

16 **S16 RESTORATION SURETY**

17 The original surety shall remain in effect until the tower and the ancillary
18 facilities are removed and the site restored to its original condition. In the
19 event there is a history of "non-compliance with these conditions, prior to the
20 renewal terms herein, the surety may be administratively increased from
21 \$10,000.00 minimum to \$15,000.00, if the renewal is considered by the
22 Planning Commission or the Planning Director.

20 **S17 EMERGENCY/COMMUNICATION PARTICIPATION**

21 The Permittee shall, in exchange for the benefit of this authorization, create a
22 public benefit to the County by supporting the County in its program to
23 establish and maintain a Countywide emergency communication system as
24 well as a Countywide High Speed Internet Communication system. This
25 support shall be in accordance with condition G-18.

24 **S18 DEVELOPMENT AGREEMENT (ALTERNATIVE)**

25 In lieu of Condition S17, the Permittee will enter into a "development
26 agreement" with the County, the terms of which shall substantially support
27 the concept of G-18. The Development Agreement may however provide
28 alternative benefits that the County desires in lieu of direct payments. The
29 permittee may exercise this option within 30 days from the date of approval by
30 the Planning Commission, but prior to recordation, however in doing so

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agrees to be bound by condition S17 until such time as a "development agreement" becomes effective. If the development agreement process is commenced but not completed condition S17 shall continue to govern.

Permittee is advised that County does have a "development agreement" ordinance which governs the processing of such an agreement. Furthermore, permittee is advised that a development agreement can only be approved by the Board of Supervisors, therefore a hearing before the Board will be necessary to effectuate such an agreement.

NOW THEREFORE, County hereby issues Conditional Use Permit # 05-0030 and Permittee hereby accepts such permit upon the terms and conditions set forth herein:

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year first written.

Permittee COUNTY OF IMPERIAL, a political
CALIFORNIA Subdivision of the STATE OF

By: *Glen S. James*
Representative of
NEXTEL Communications

By: *Jurg Heuberger*, AICP
Planning Director

Dated: 26 OCT 2005

Dated: 11-10-05

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PERMITTEE NOTARIZATION:

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO } S.S.

On OCTOBER 26, 2005 before me,
CATHERINE G. LIM a Notary Public
in and for said County and State, personally appeared
GALORI L. JAMES, personally
known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal

Signature 



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document AGREEMENT FOR CONDITIONAL USE PERMIT #05-0030
Number of Pages 15 Date of
Document 9/28/05
Signer(s) Other Than Named Above _____

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COUNTY NOTARIZATION:

STATE OF CALIFORNIA

COUNTY OF IMPERIAL } S.S.

On NOVEMBER 10, 2005 before me,
PATRICIA A VALENZUELA a Notary Public
in and for said County and State, personally appeared
JURG HEUBERGER personally
known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

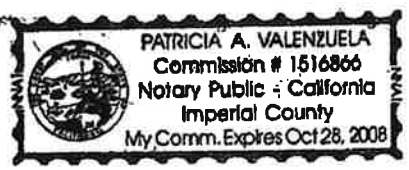
WITNESS my hand and official seal

Signature Patricia A. Valenzuela

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

Title or Type of Document Conditional Use Permit
Number of Pages 15 Date of 9/28/05
Document _____
Signer(s) Other Than Named Above _____

JH/DG/RC/ca/S: 043-350-31 CUP 05-0030 AGREEMENT



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PUBLIC BENEFIT AGREEMENT

THIS PUBLIC BENEFIT AGREEMENT is made and entered into this 28th day of September 2005, by and between the COUNTY OF IMPERIAL, ("COUNTY") a political subdivision of the State of California, and Nextel of California, Inc., ("Developer") a corporation authorized to do business in the State of California.

RECITALS

WHEREAS, Imperial County adopted an ordinance to regulate the installation of communication systems within the County for purposes of addressing the health, safety, welfare, as well as environmental issues, including but not limited to, aesthetic issues concerning such installations; and

WHEREAS, on September 28, 2005, COUNTY approved Conditional Use Permit No. 05-0030 for the installation and operation by the DEVELOPER of telecommunication tower, antennas, equipment shelter, and related facilities;

WHEREAS, Imperial County Ordinance Section 92401.14 establishes a public benefit program for the purpose of securing from all developers of communication systems a "public benefit" for the greater good of the residents of Imperial County, including improved law enforcement, educational and utility services, to name a few, and

WHEREAS, DEVELOPER agrees and has agreed to participate in the public benefit program by providing the following agreed upon benefit and acknowledges that it is entering into this Public Benefit Agreement voluntarily;

WHEREAS, pursuant to Imperial County Ordinance Section 92401.14, the Planning Commission at its meeting of September 28, 2005, reviewed and approved the proposed public benefit to be provided by DEVELOPER.

NOW THEREFORE, for and in consideration of the mutual promises made by the COUNTY and DEVELOPER herein, and in accordance with and subject to the ordinances, COUNTY and DEVELOPER have and hereby agree as follows:

PROPERTY SUBJECT TO THIS AGREEMENT: The property subject to this Agreement are those lands

1 described in Exhibit A attached hereto and by this reference made a part thereof.
2

3 1) INTEREST OF DEVELOPER: DEVELOPER represents that it has an equitable or legal interest in the real
4 property described in Exhibit A and that all other persons holding legal or equitable interests in the real
5 property are to be bound by the Agreement.

6 2) IMPROVEMENTS: Any improvements allowed to be constructed and operated shall be those
7 improvements authorized by Conditional Use Permit No. 05-0030 attached hereto as Exhibit A and by this
8 reference made a part hereof.

9 3) TERM: The term of this Agreement shall extend from the effective date of the CUP for a period of time
10 that is concurrent with the term of Conditional Permit No. 05-0030 unless otherwise terminated pursuant
11 to this Agreement.

12 4) IMPROVEMENTS: The improvements allowed to be constructed and operated on the property are those
13 improvements authorized by Conditional Use Permit No. 05-0030 for the project.

14 5) PUBLIC BENEFITS: In the interest-and for the benefit of the County of Imperial, DEVELOPER agrees to
15 provide the following individual local benefits or combination of benefits of equivalent total value, as
16 jointly agreed to by COUNTY and DEVELOPER:

17 DEVELOPER agrees to pay Three Thousand Dollars (\$3,000.00) to COUNTY for the initial three (3) year
18 period of Conditional Use Permit No. 05-0030, DEVELOPER agrees to pay \$3,000, for each successive
19 extension of the CUP (meaning \$3,000 for each CUP extension once every three (3) years up to the term of
20 the CUP).

21 6) ASSIGNMENT: The rights and obligations of DEVELOPER under this Agreement may be transferred or
22 assigned, concurrent with, and subject to the terms of the recorded Conditional Use Permit provided such
23 transfer or assignment is made as a part of the transfer, assignment, sale or lease of all or a portion of the
24 real property or any interest therein. Any such transfer or assignment shall be subject to the provisions of
25 this Agreement. DEVELOPER shall give COUNTY a notice of at least sixty (60) days prior to any such
26 transfer or assignment.

27 7) NOTICES: Notices required hereunder shall be in writing and may be given either personally or by
28 registered or certified mail, postage prepaid, return receipt requested. If given by registered or certified

1 mail, such notice shall be addressed to the following:

2 COUNTY OF IMPERIAL:

DEVELOPER:

3 Planning & Development Services Dept.

Nextel of California Inc.

4 801 Main Street

5761 Copley Drive, Suite # 100

5 El Centro, CA 92243

San Diego, CA 92111

6
7 8) INDEMNITY: To the extent permitted by law DEVELOPER agrees to indemnify, defend and hold
8 harmless the COUNTY from and against any and all claims, actions, demands, liabilities, damages, losses
9 and expenses of whatever kind, which are in any manner in whole or in part, or which are claimed to be
10 caused, occasioned or contributed to in whole or in part, by any fault or negligence, of DEVELOPER or
11 anyone acting under its direction in connection with or incident to its obligations under this Agreement,
12 unless the same is caused by the sole negligence or willful misconduct of COUNTY.

13 9) ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS: This Agreement constitutes the entire
14 understanding and agreement of the parties. This Agreement integrates all of the terms and conditions
15 mentioned herein or incidental hereto, and supersedes all negotiations between the parties with respect to
16 all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in
17 writing and signed by the appropriate parties. All amendments hereto must be in writing and signed by the
18 appropriate parties.

19 10) DEFAULT: Any failure by either Party to perform any term or provision of this Agreement, which failure
20 continues uncured for a period of thirty days following written notice of such failure from the other Party,
21 unless such period is extended by mutual written consent, shall constitute a default under this Agreement.
22 Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible,
23 the manner in which the failure may be satisfactorily cured. If the failure cannot reasonably be cured
24 within thirty days, then the initiation of activities to cure the failure and the diligent prosecution of those
25 activities to completion shall be deemed to be a cure under this Agreement. Upon failure to cure as herein
26 provided, the Party alleging failure may institute legal or equitable proceedings to enforce the Agreement.

27 11) APPLICABLE LAWS/ATTORNEY'S FEES: This Agreement shall be construed and enforced in
28 accordance with the laws of the State of California, except that the Parties agree that any action brought by

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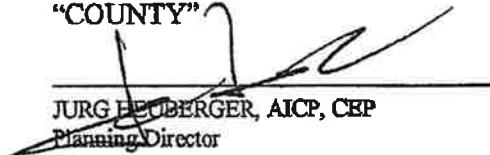
either Party regarding this Agreement shall be brought in a court of competent jurisdiction in Imperial County, or if appropriate, in the Federal District Court serving that County. The prevailing party in such action shall be entitled to recover all attorneys' fees, court costs and necessary disbursements in connection with such litigation.

12) INCORPORATION OF RECITALS: The recitals are specifically incorporated into this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on this 28th day of September 2005, in Imperial County, California.

COUNTY OF IMPERIAL

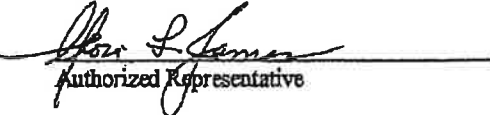
"COUNTY"



JURG HEUBERGER, AICP, CEP
Planning Director

Nextel of California Inc.

"DEVELOPER"



Authorized Representative

APPROVED AS TO FORM:

RALPH CORDOVA, JR.
County Counsel

**Attachment F: CUP #21-0015 Application &
Supporting Documents**

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME Robert Mills	EMAIL ADDRESS mills6@roadrunner.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 670 W. Main Road El Centro, CA	ZIP CODE 92243-2115	PHONE NUMBER 760-455-0842
3. APPLICANT'S NAME (Main Contact (Agent)- Nicole Comach of SBA Steel II, LLC Virtual Site Walk, LLC)	EMAIL ADDRESS nicole@virtualsitewalk.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 6011 SE Insley Street, Portland, OR	ZIP CODE 97206	PHONE NUMBER 541-228-4823
4. ENGINEER'S NAME N/A No changes Proposed; Site is existing	CA. LICENSE NO. EMAIL ADDRESS	
5. MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER

6. ASSESSOR'S PARCEL NO. APN:043-350-31-01	SIZE OF PROPERTY (in acres or square foot) 84 acres- entire property	ZONING (existing) A- Agricultural
7. PROPERTY (site) ADDRESS 2351 Austin Road, El Centro, CA 92251		
8. GENERAL LOCATION (i.e. city, town, cross street) El Centro- 550 feet West of Brushwood Ave.		
9. LEGAL DESCRIPTION TR 44 T15S R13E 85.28 AC EXC S 1233 FT THEREOF		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail) located at the address above. The previous case no.: 05-0031	This is a CUP renewal for an existing wireless facility
11. DESCRIBE CURRENT USE OF PROPERTY	Agricultural
12. DESCRIBE PROPOSED SEWER SYSTEM	N/A
13. DESCRIBE PROPOSED WATER SYSTEM	N/A
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/A
15. IS PROPOSED USE A BUSINESS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE?

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT

SEE ATTACHED LOA

Print Name	Date
Signature Nicole Comach- Agent to Applicant	5/20/2021
Print Name	Date
Signature	

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY: <u>MM</u>	DATE: <u>May 6/11/21</u>	REVIEW / APPROVAL BY OTHER DEPT S required
APPLICATION DEEMED COMPLETE BY: _____	DATE: _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE: _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE: _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE: _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____
		<input type="checkbox"/> _____

CUP #
21-0015



RECEIVED

JUN 11 2021

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

May 24, 2021

RE: ANNUAL REPORT

PERMIT (CUP): Case No.: 05-0030

SITE NAME/#: Gullet/CA45827

SITE ADDRESS: 2351 Austin Rd., El Centro, CA 92251

APPLICANT CONTACT FOR FACILITY:

SBA Steel II, LLC, LLC

Ashley Masuda

AMasuda@sbsite.com

561-322-7817

Per Conditions of Approval for this existing wireless facility, Condition "G13: REPORT(S)" states the following:

"Permittee shall file an annual report with the Planning/Building Department to show that Permittee is in full compliance with this Conditional Use Permit. The report shall be filed within sixty (60) days from the first day of the Calendar year, and shall include at a minimum, the total number of "users" on the tower, any problems encountered during the previous year, any reported frequency interference complaints, the name & phone number of the responsible person whom to contact, and a checklist to show the status of each condition herein. It shall be the responsibility of the Permittee to provide all reports and to include the information about other users. The County may request information at any time from Permittee or other users if applicable, however it shall be the responsibility of the permittee to assure the County that such information is received."

In response, this facility remains in compliance with each of the conditions of approval, originated upon the original approval of the construction of this facility.

There is 1 carrier equipment on site: Sprint

Below is a checklist to show the status of each condition:

Condition No.	Condition Description	Compliance Comment
G1	Costs	Condition Acknowledged/Agreed
G2	Audit of Bills	Condition Acknowledged/Agreed
G3	Permits/Licenses	Condition Acknowledged/Agreed
G4	Recordation	Condition Acknowledged/Agreed (4/29/2005)
G5	Compliance/Revocation	Condition Acknowledged/Agreed
G6	Provision to Run with Land	Condition Acknowledged/Agreed
G7	Right of Entry	Condition Acknowledged/Agreed
G8	Time Limit	Condition Acknowledged/Agreed
G9	Definitions	Condition Acknowledged/Agreed
G10	Specificity	Condition Acknowledged/Agreed
G11	Health Hazard	Condition Acknowledged/Agreed
G12	Encroachment Permit	Condition Acknowledged/Agreed
G13	Report(s)	Condition Acknowledged/Agreed
G14	Responsible Agent	See "Main Contact" on CUP Application
G15	Indemnification	Condition Acknowledged/Agreed
G16	Change of Owner/Operator	Condition Acknowledged/Agreed
G17	Compliance with Ordinance	Condition Acknowledged/Agreed
G18	Local Benefit Agreement	Condition Acknowledged/Agreed
S1	Project Description	Condition Acknowledged/Agreed
S2	Access to Site	Condition Acknowledged/Agreed
S3	No Trespassing Signs	Condition Acknowledged/Agreed
S4	Hours of Operation	Condition Acknowledged/Agreed
S5	Ancillary Uses & Additional Land Use Permits	Condition Acknowledged/Agreed
S6	Suspension of Operations	Condition Acknowledged/Agreed
S7	Enforcement Action	Condition Acknowledged/Agreed
S8	Light & Glare	Condition Acknowledged/Agreed
S9	Conflicting Permit Conditions	Condition Acknowledged/Agreed
S10	Minor Administrative Modification	Condition Acknowledged/Agreed
S11	Latest Codes Govern	Condition Acknowledged/Agreed
S12	Variance	Condition Acknowledged/Agreed
S13	Lighting	Condition Acknowledged/Agreed
S14	Communication Frequency	Condition Acknowledged/Agreed
S15	Frequency Coordination	Condition Acknowledged/Agreed
S16	Restoration Surety	Condition Acknowledged/Agreed
S17	Emergency/Communication Participation	Condition Acknowledged/Agreed
S18	Development Agreement	Condition Acknowledged/Agreed

PROJECT: IMPERIAL COUNTY CUP RENEWAL

SITE NAME: GULLET

SBA SITE NUMBER: CA45827

SITE ADDRESS: 2351 AUSTIN RD
EL CENTRO, CA 92251

SITE TYPE: MONOPALM



NO	DATE	REVISION
1	05/17/21	RFI CUP REVIEW



GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92251

COVER SHEET

T-1

PROJECT CONTACT LIST

PROPERTY OWNER:
FORBES MILLS, II & CYDNEY
FORBES MILLS
670 W. MAIN RD
EL CENTRO, CA 92243-2115

APPLICANT:
SBA STEEL II, LLC
8031 CONGRESS AVE
BOCA RATON, FL 33487

SEA AGENT:
WALK SITE WALK LLC
JAYE HALL
Jaye@walksitewalk.com
(619) 341-8208

LAITUDE (NAD83):
N 32° 48' 19.25"
N 32.802317°

LONGITUDE (NAD83):
W 115° 35' 54.41" W
W -115.595668°

COUNTY:
IMPERIAL COUNTY

ZONING JURISDICTION:
IMPERIAL COUNTY

ZONING DISTRICT:
A-2

POWER COMPANY:
TBD

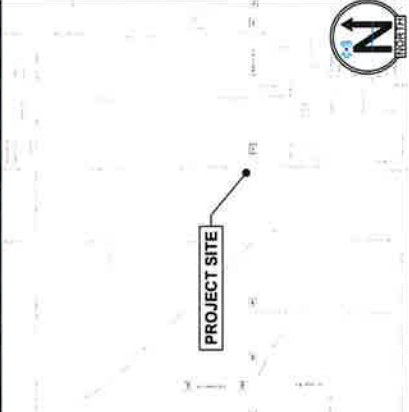
TELCO COMPANY:
TBD

CONSTRUCTION TYPE:
V-B

OCCUPANCY TYPE:
UTILITY

PARCEL NUMBER:
045-350-3-1-01

AREA MAP



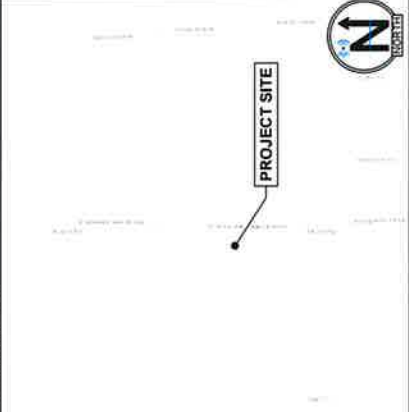
SCOPE OF WORK

NOTE:
THE PURPOSE OF THIS PROJECT IS THE RENEWAL OF THE CUP AND OPERATIONS FOR 10+ YEARS. NO CHANGES ARE PROPOSED AT THIS TIME.

DRAWING INDEX

- T-1 COVER SHEET
- T-2 GENERAL NOTES AND SYMBOLS
- A-1 OVERALL SITE PLAN
- A-1.1 ENLARGED SITE & EQUIPMENT PLANS
- A-2 EXISTING ANTENNA PLANS & SCHEDULES
- A-3 EXISTING ELEVATIONS
- A-3.1 EXISTING ELEVATIONS

LOCATION MAP



APPLICABLE CODES

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE FOLLOWING CODES UNLESS OTHERWISE NOTED. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:
CALIFORNIA STATE AND LOCAL BUILDING CODES WITH THE FOLLOWING REFERENCE CODE:
2016 CALIFORNIA BUILDING CODE AND LOCAL AMENDMENTS
2016 CALIFORNIA MECHANICAL CODE AND LOCAL AMENDMENTS
2016 CALIFORNIA ELECTRICAL CODE AND LOCAL AMENDMENTS
2016 CALIFORNIA PLUMBING CODE AND LOCAL AMENDMENTS
2016 CALIFORNIA FIRE CODE AND LOCAL AMENDMENTS
2016 CALIFORNIA ENERGY CODE
2016 CALIFORNIA REFERENCED STANDARD CODE

APPROVAL / SIGN OFF OF PRELIMINARY CONSTRUCTION DRAWINGS

T-MOBILE / CONSULTANT SIGN OFF	DATE	SIGNATURE
PROJECT MANAGER		
SITE ACQUISITION		
CONSTRUCTION MANAGER		
RF ENGINEER		
DEVELOPMENT MANAGER		
OPERATIONS		

REVIEWER SHALL CLEARLY PLACE INITIALS ADJACENT TO EACH REDLINE NOTE AS DRAWINGS ARE BEING REVIEWED
DO NOT SCALE DRAWINGS. CONTRACTOR MUST VERIFY ALL DIMENSIONS AND ADVISE CONSULTANTS OF ANY ERRORS OR OMISSIONS. NO VARIATIONS OR MODIFICATIONS TO WORK SHOWN SHALL BE IMPLEMENTED WITHOUT THE WRITTEN CONSENT OF THE CONSULTANT. ALL DRAWINGS ARE SUPERSEDED BY THE LATEST REVISION. ALL DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF ACOM CONSULTING. THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF T-MOBILE AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF T-MOBILE.



GENERAL NOTES

- THE FACILITY IS AN UNOCCUPIED SPECIALIZED MOBILE RADIO FACILITY.
- PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A GRAPHIC REPRESENTATION OF THE FINAL INSTALLATION. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER.
- THE CONTRACTOR SHALL RECEIVE, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
- ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES, ORDINANCES, AND REGULATIONS, AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, AND PROCEDURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, WORK UNDER CONTRACT INCLUDING CONTRACT AND COORDINATION WITH THE PROJECT MANAGER AND WITH LANDLORD'S AUTHORIZED REPRESENTATIVE.
- PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2A:10BC OR 2A:10BC TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE SITE FOREMAN WITH A CELLULAR PHONE, AND KEEP SAME ON SITE WHENEVER ANY PERSONNEL ARE ON SITE.
- DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF THE PROJECT MANAGER AND/OR LANDLORD.
- ON A DAILY BASIS, KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH, AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
- CONTRACTOR TO PROVIDE COMPLETE SET OF AS-BUILT DRAWINGS WITHIN 10 WORKING DAYS OF PROJECT COMPLETION.
- WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
- ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHERE THEY ARE NOT SHOWN OR NOTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL BEAR ALL EXPENSE OF REPAIR OR REPLACEMENT IN CONNECTION WITH THE EXECUTION OF THIS WORK.
- ALL ITEMS REMOVED OR DAMAGED DURING CONSTRUCTION WORK WILL BE REPLACED OR REPAIRED TO MATCH EXISTING.
- ALL ELEMENTS OF EXISTING STRUCTURE TO REMAIN UNDISTURBED, UNLESS NOTED OTHERWISE. EXISTING STRUCTURE IS ASSUMED TO BE IN GOOD CONDITION, FREE OF DAMAGE OR DEFECTS, UNLESS OTHERWISE NOTED. NO CORROSION OR DAMAGE TO EXISTING STRUCTURE IS TO BE EXPECTED BY THIS MODIFICATION AND NOTIFY ENGINEER OF RECORD IF ANY DAMAGE, DETRIORATION OR DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THOSE DEPICTED ON THESE CONSTRUCTION DRAWINGS ARE FOUND.

STRUCTURAL NOTES

- WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK.
- NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES.
- NO PIPES, DUCTS, SLEEVES, CHASES, ETC., SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED. NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC., UNLESS OTHERWISE NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF PERSONNEL AND THE PUBLIC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, WORK UNDER CONTRACT INCLUDING CONTRACT AND COORDINATION WITH THE PROJECT MANAGER AND WITH LANDLORD'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD T-MOBILE AND THE ARCHITECT/ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT OR ALLEGED, IN CONNECTION WITH THE NEGLIGENCE OF T-MOBILE OR THE ARCHITECT/ENGINEER FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF T-MOBILE OR THE ARCHITECT/ENGINEER.

- THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT REPRESENT THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE NECESSARY TO PROTECT THE STRUCTURE, WORKERS AND PEDESTRIANS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR LOADS DUE TO CONSTRUCTION EQUIPMENT, TEMPORARY STRUCTURES, AND PARTIALLY COMPLETED WORK, ETC. OBSERVATION VISITS TO THE SITE BY THE ARCHITECT/ENGINEER SHALL NOT INCLUDE INSPECTION OF SUCH ITEMS.
- ASTM SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE OF THE LATEST REVISION.
- CONSTRUCTION MATERIALS SHALL BE SPREAD OUT IF PLACED ON FRAMED FLOOR OR ROOF. LOAD SHALL BE REMOVED IMMEDIATELY AFTER THE MATERIALS ARE PLACED TO PREVENT OVERLOADING. SHORING/BRACING WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT AND TO PROTECT THEM FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXPENSE OF REPAIR OR REPLACEMENT IN CONNECTION WITH THE PROSECUTION OF THIS WORK.
- DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALES SHOWN ON DRAWINGS.
- THESE NOTES SHALL BE CONSIDERED A PART OF THE WRITTEN SPECIFICATIONS.
- ALL ITEMS REMOVED DURING CONSTRUCTION WORK (I.E., DRYWALL, PLYWOOD, CEILING PANELS, ETC.) SHALL BE REPLACED TO MATCH EXISTING.

SPECIAL INSPECTION

- IF REQUIRED, SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT SPECIAL INSPECTOR UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL ENGINEER. THE INDEPENDENT SPECIAL INSPECTOR SHALL COMPLY WITH ALL CITY SPECIAL INSPECTION REQUIREMENTS.
- THE SPECIAL INSPECTOR SHALL PROVIDE A COPY OF THEIR REPORT TO THE OWNER, ARCHITECT, STRUCTURAL ENGINEER, CONTRACTOR, AND LANDLORD OFFICIAL AS EACH TEST IS COMPLETED. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION; THEN, IF UNCORRECTED, TO THE PROPER DESIGN AUTHORITY AND THE BUILDING OFFICIAL. THE ATTENTION OF THE ARCHITECT AND THE STRUCTURAL ENGINEER, SPECIAL INSPECTION TESTING REQUIREMENTS APPLY EQUALLY TO ALL BIDDER DESIGNED COMPONENTS.
- INSPECTION FOR PREFABRICATED CONSTRUCTION SHALL BE THE SAME AS FOR THE MATERIAL USED IF THE PREFABRICATED CONSTRUCTION IS IDENTICAL TO THE MATERIAL USED. THE CONTRACTOR SHALL PREPARE AND SUBMIT A SPECIAL INSPECTION REPORT TO THE ARCHITECT AND THE STRUCTURAL ENGINEER. THE SPECIAL INSPECTOR SHALL CERTIFY THE CONSTRUCTION AND FURNISH EVIDENCE OF COMPLIANCE.
- THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL REPORT SIGNED BY BOTH HE AND HIS SUPERVISOR TO THE ARCHITECT AND THE STRUCTURAL ENGINEER. THE SPECIAL INSPECTOR SHALL SUBMIT APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CODE REQUIREMENTS.

STANDARD STRUCTURAL STEEL NOTES

- ALL METAL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATION GALVANIZED ASTM A112-A123/A249 UNLESS NOTED OTHERWISE.
- STRUCTURAL TUBING MEMBERS SHALL CONFORM TO ASTM A500, GRADE B.
- ALL WELDING SHALL BE DONE USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC AND AWS D1.1 WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION", 14TH EDITION.
- BOLTED CONNECTIONS SHALL USE BEARING-TYPE GALV. ASTM A325 BOLTS (5/8" DIA. UNO) AND SHALL HAVE A MINIMUM OF TWO BOLTS UNO AND SHALL INCLUDE HEAVY-HEX NUTS AND STANDARD CUT WASHERS.
- NON-STRUCTURAL CONNECTIONS FOR HANDRAIL, LADDERS AND STEEL GRATING MAY USE 5/8" DIA. GALVANIZED ASTM A507 BOLTS UNO.
- ALL STRUCTURAL PIPE ASTM A53, TYPE E OR S, GRADE B.

SPECIAL INSPECTION

- IF REQUIRED, SPECIAL INSPECTIONS SHALL BE PERFORMED BY AN INDEPENDENT SPECIAL INSPECTOR PER CODE FOR THE FOLLOWING ITEMS:
 - CONTINUOUS DURING THE INSTALLATION OF EXPANSION AND/OR ADHESIVE ANCHORS, IF UTILIZED;
 - PERIODIC FOR HIGH STRENGTH BOLT INSTALLATIONS (A325), IF UTILIZED.

NO.	DATE	ISSUED	REVISION
A	5/1/2021	REV	10% CUP REVIEW

NO.	DATE	ISSUED	REVISION
A	5/1/2021	REV	10% CUP REVIEW



2351 AUSTIN RD
EL CENTRO, CA 92521

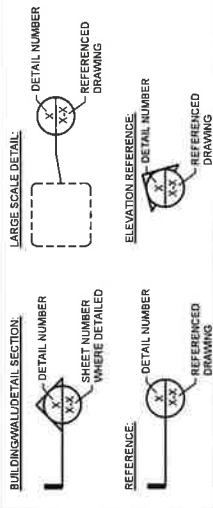
GENERAL NOTES
AND SYMBOLS

T-2

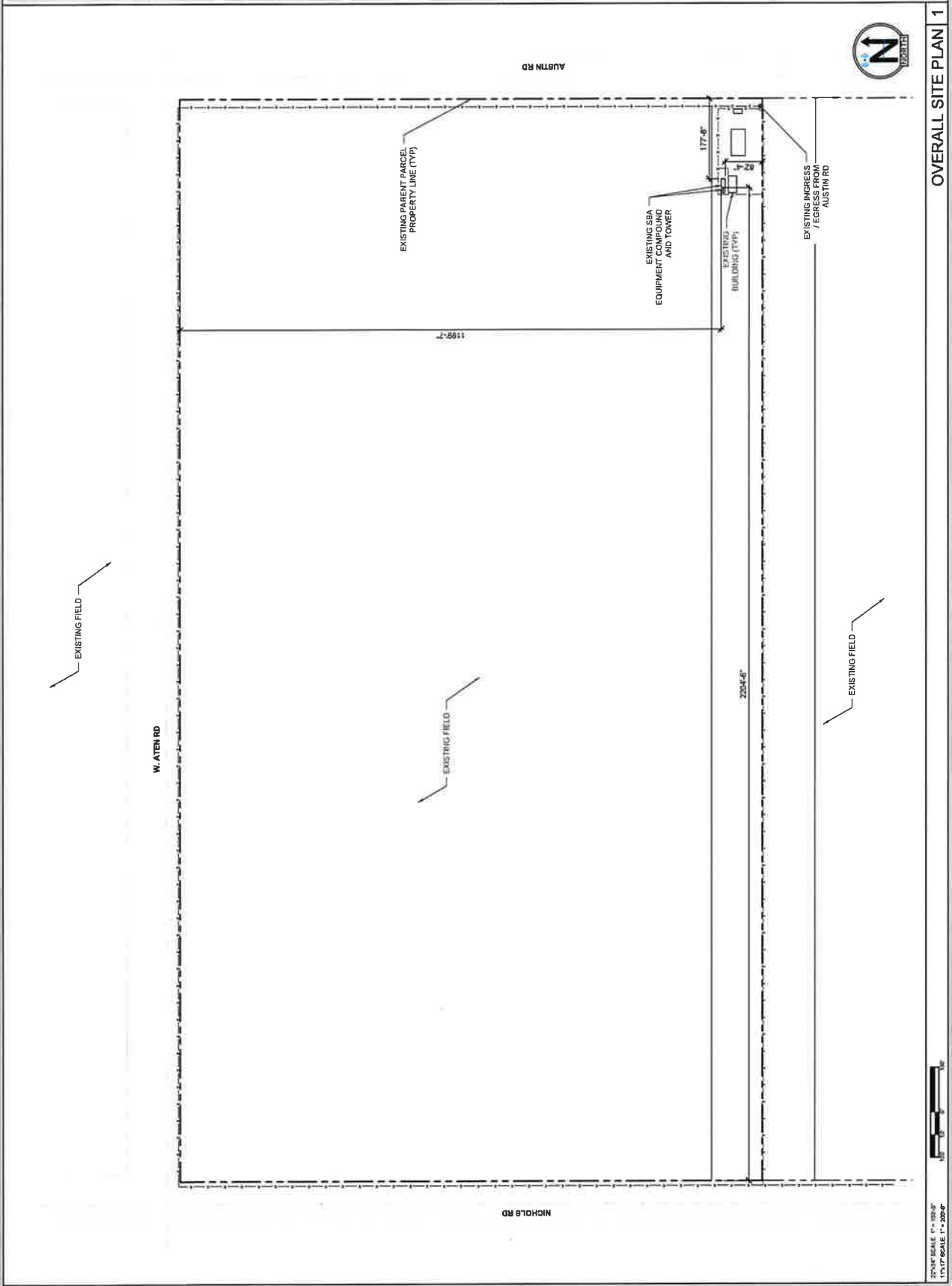
IMPORTANT NOTICE

THE EXISTING CONDITIONS REPRESENTED HEREIN ARE BASED ON VISUAL OBSERVATIONS AND INFORMATION PROVIDED BY OTHERS. ACOM CONSULTING CANNOT GUARANTEE THE CORRECTNESS NOR ACCURACY OF THE INFORMATION PROVIDED. THE CONTRACTOR AND HIS SUB-CONTRACTORS SHALL VISIT THE SITE AND VERIFY ALL EXISTING CONDITIONS AS REQUIRED FOR PROPER EXECUTION OF PROJECT. REPORT ANY CONFLICTS OR DISCREPANCIES TO THE CONSULTANT PRIOR TO CONSTRUCTION.

LEGEND

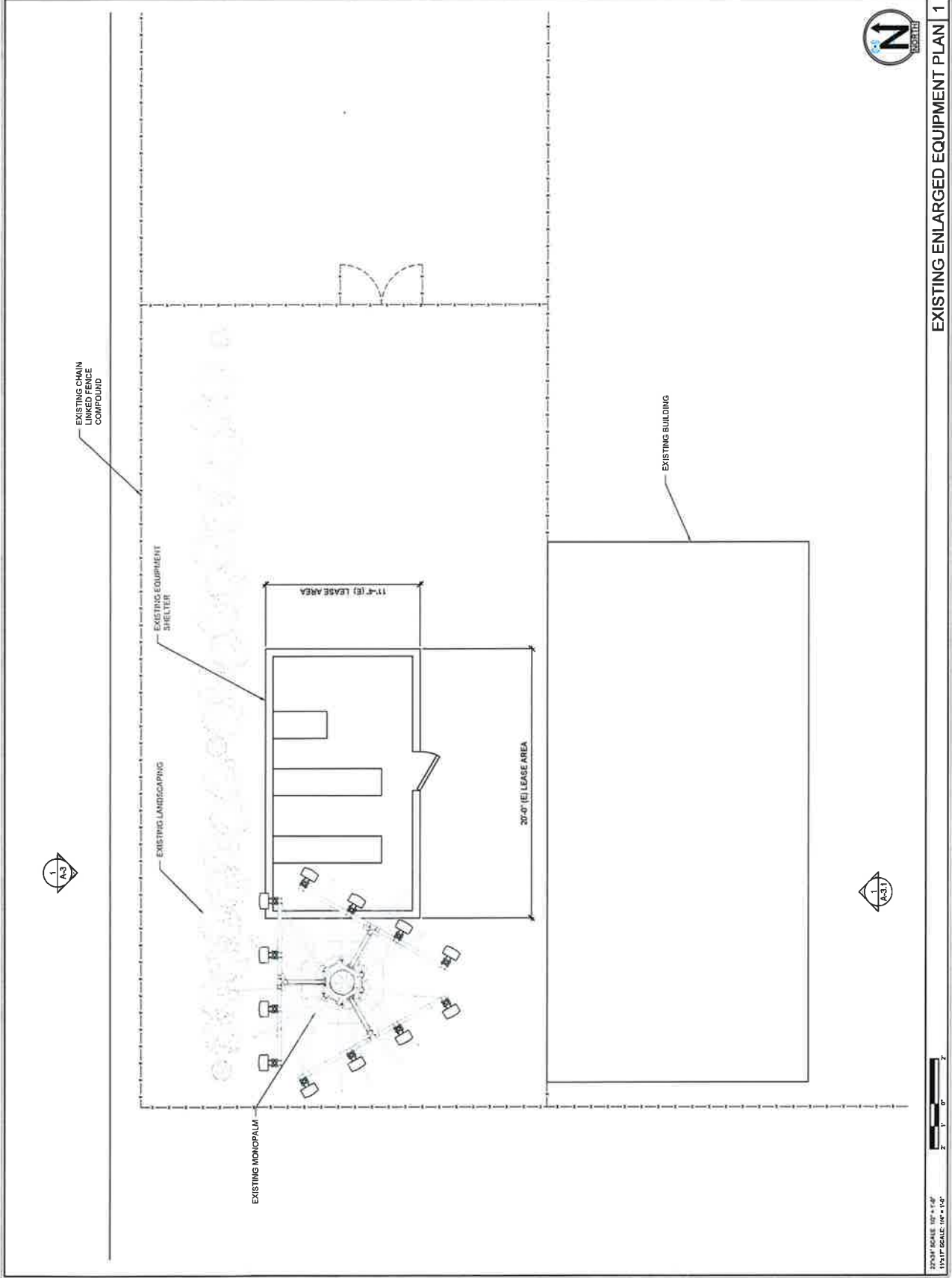


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NO.	DATE	DRAWN	REVISION																														
4	02/17/21	JAM	SBA CLIP REVIEW																														



2004" SCALE 1" = 200' / 115.17" SCALE 1" = 200'

	<table border="1" style="font-size: 8px;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY/CHK</th> <th>REVISION</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>8/17/21</td> <td>DM</td> <td>REV. CUP REVIEW</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY/CHK	REVISION	A	8/17/21	DM	REV. CUP REVIEW																					GULLET	CA45827 2351 AUSTIN RD EL CENTRO, CA 92251	ENLARGED SITE & EQUIPMENT PLANS	A-1.1
NO.	DATE	BY/CHK	REVISION																														
A	8/17/21	DM	REV. CUP REVIEW																														



EXISTING ENLARGED EQUIPMENT PLAN 1

2500' SCALE: 1/8" = 1'-0"
 1500' SCALE: 1/4" = 1'-0"

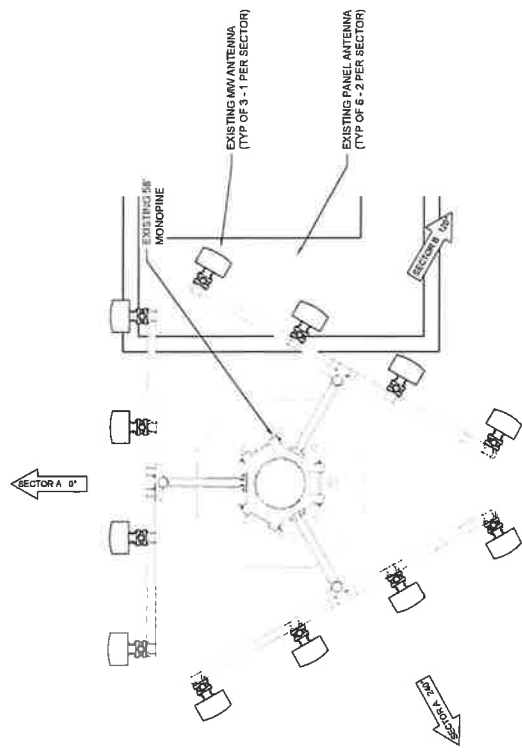
EXISTING ANTENNA AND ANCILLARY EQUIPMENT SCHEDULE

ALPHA SECTOR						
ANTENNA MODEL	AZIMUTH (RAD CENTER)	TMA / RAYCAP / DIPLEXER MODEL	RRH / RRU MODEL	JUMPER LENGTH	CABLE TYPE	CABLE LENGTH
(4) PANEL ANTENNA	0°	30.0'	-	-	1-1/4" HYRID	95'
BETA SECTOR						
ANTENNA MODEL	AZIMUTH (RAD CENTER)	TMA / RAYCAP / DIPLEXER MODEL	RRH / RRU MODEL	JUMPER LENGTH	CABLE TYPE	CABLE LENGTH
(4) PANEL ANTENNA	120°	30.0'	-	-	1-1/4" HYRID	95'
GAMMA SECTOR						
ANTENNA MODEL	AZIMUTH (RAD CENTER)	TMA / RAYCAP / DIPLEXER MODEL	RRH / RRU MODEL	JUMPER LENGTH	CABLE TYPE	CABLE LENGTH
(4) PANEL ANTENNA	240°	30.0'	-	-	1-1/4" HYRID	95'



EXISTING ANTENNA SCHEDULE 1

3/2004 SCALE: NOT TO SCALE
1/1/11 SCALE: NOT TO SCALE



EXISTING ANTENNA PLAN 2

3/2004 SCALE: NOT TO SCALE
1/1/11 SCALE: NOT TO SCALE

NO.	DATE	DRAWN	REVISION
4	06/17/21	DM	PER CDP REVIEW



GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92551

ANTENNA PLANS & SCHEDULES

A-2



NO.	DATE	BY	REVISION
A	02/17/21	MM	5% PLAN REVIEW

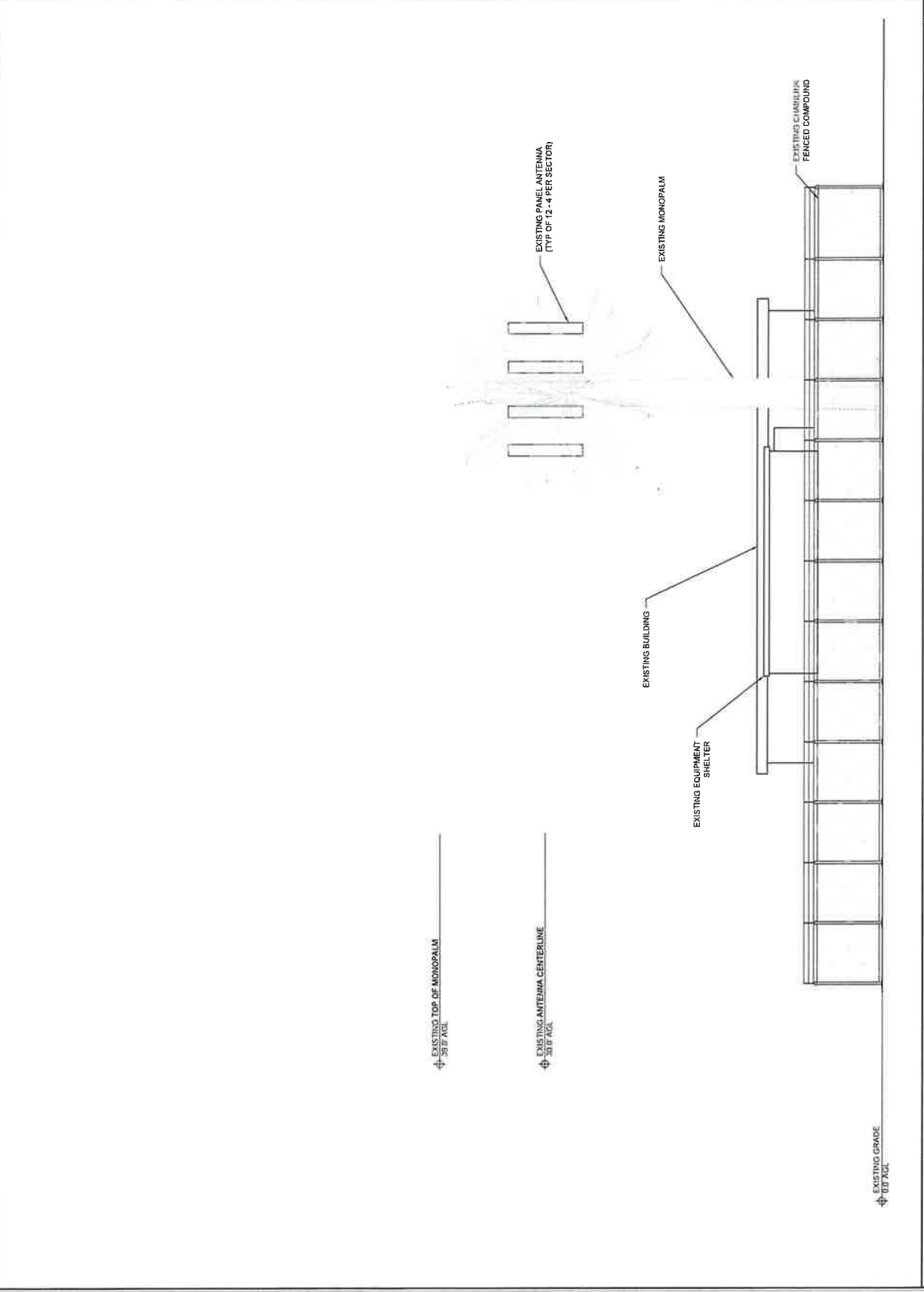


GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92251

EXISTING ELEVATIONS

A-3



EXISTING NORTH ELEVATION 2



2024 SCALE 1/4" = 1'-0"
11/21 SCALE 1/8" = 1'-0"

NO.	DATE	REVISION
A	05/17/21	FOR CLIENT REVIEW

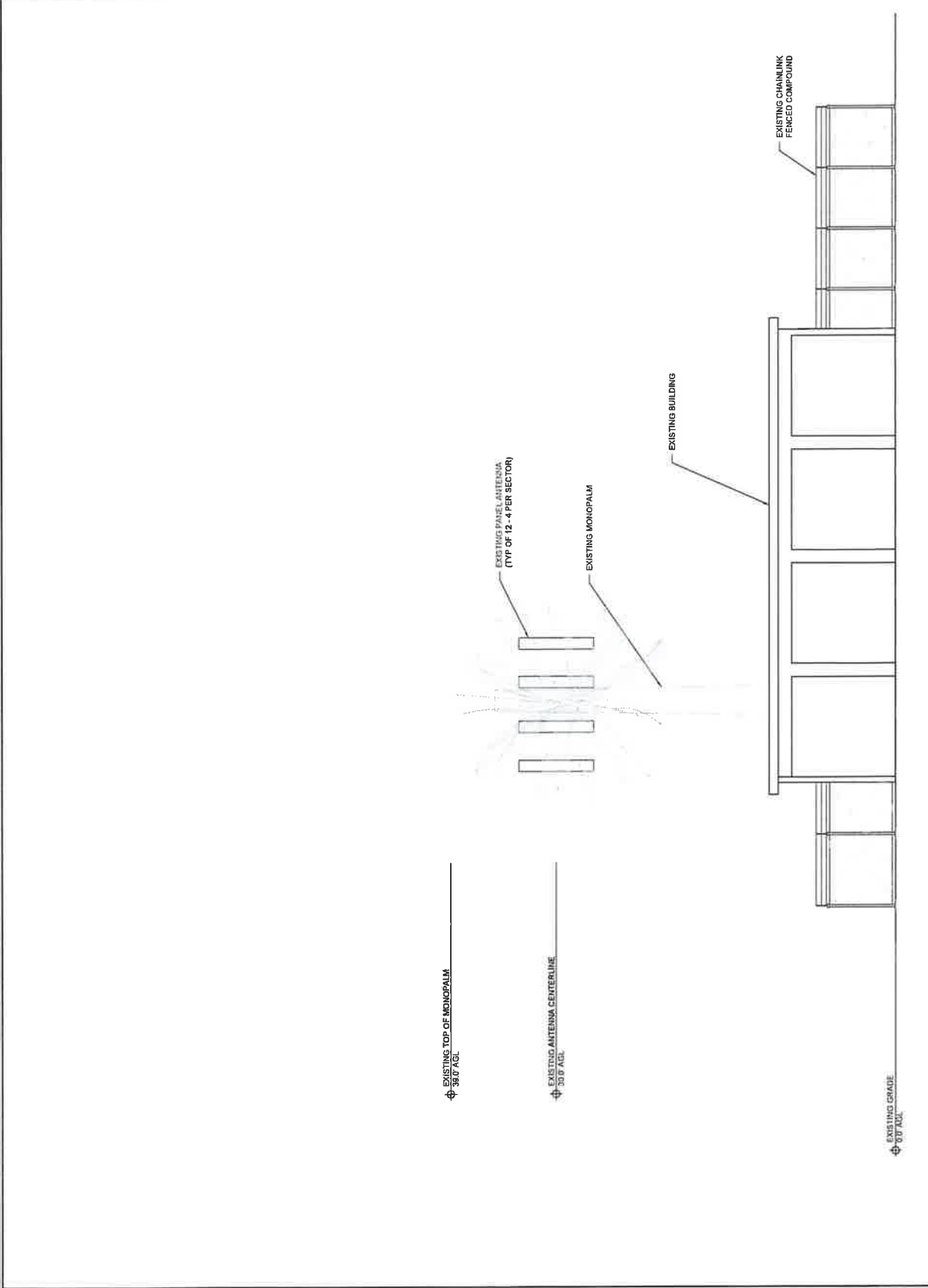


GULLET

CA45827
2351 AUSTIN RD
EL CENTRO, CA 92521

EXISTING ELEVATIONS

A-3.1



EXISTING SOUTH ELEVATION 2

2024 SCALE: 1/4" = 1'-0"
11/17 SCALE: 1/8" = 1'-0"

Attachment G: Comment Letters

Kimberly Noriega

From: Quechan Historic Preservation Officer <historicpreservation@quechantribe.com>
Sent: Tuesday, July 27, 2021 2:46 PM
To: Shannon Lizarraga; Jeanine Ramos
Cc: ICPDSComentLetters
Subject: RE: Request for Comments CUP#21-0015 SBA Steel II, LLC

CAUTION: This email originated outside our organization; please use caution.

This email is to inform you that we have no comments on this project.

From: Shannon Lizarraga [mailto:ShannonLizarraga@co.imperial.ca.us]
Sent: Tuesday, July 27, 2021 1:27 PM
To: Carlos Ortiz; Sandra Mendivil; Margo Sanchez; Michael Kelley; Robert Menvielle; John Gay; Guillermo Mendoza; Matt Dessert; Monica Soucier; Andrew Loper; tgarcia@icso.org; Vanessa Ramirez; Jorge Perez; jefflamour@co.imperial.ca.us; Mario Salinas; katy.sanchez@nahc.ca.gov; Joseph.mirelez@torresmartinez-nsn.gov; Thomas.tortez@torresmartinez-nsn.gov; historicpreservation@quechantribe.com; tribalsecretary@quechantribe.com; Donald Vargas; rzleal@iid.com; byronfrontier@yahoo.com; ltylenda@cityofimperial.org
Cc: Jeanine Ramos; Michael Abraham; Rosa Soto; Carina Gomez; Maria Scoville; Kimberly Noriega; Valerie Grijalva; John Robb
Subject: Request for Comments CUP#21-0015 SBA Steel II, LLC

Good afternoon,

Please see attached Request for Comments packet for Conditional Use Permit #21-0015 SBA Steel II, LLC.

Comments are due by **August 11, 2021 at 5:00PM.**

In an effort to increase the efficiency at which information is distributed and reduce paper usage, the Request for Comments packet is being sent to you via this email.

Should you have any questions, please feel free to contact Planner Jeanine Ramos at (442) 265-1736, or submit your comment letters to ICPDSComentLetters@co.imperial.ca.us.

Thank you,

Shannon Lizarraga

Imperial County Planning and Development Services
801 Main Street, El Centro, CA 92243
Tel. (442) 265-1736
Fax: (442) 265-1735

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JUL 27 2021

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

 Virus-free. www.avast.com

Kimberly Noriega

From: Mario Salinas
Sent: Wednesday, July 28, 2021 8:18 AM
To: Shannon Lizarraga; Jorge Perez
Cc: Jeanine Ramos; Michael Abraham; Rosa Soto; Carina Gomez; Maria Scoville; Kimberly Noriega; Valerie Grijalva; John Robb
Subject: RE: Request for Comments CUP#21-0015 SBA Steel II, LLC

Good morning Ms. Lizarraga,

Pertaining to CUP# 21-0015, Division of Environmental Health does not have any comments at this time.

Thank you,

Mario Salinas, MBA

Environmental Health Compliance Specialist
Imperial County Public Health Department
Division of Environmental Health
797 Main Street Suite B, El Centro, CA 92243
mariosalinas@co.imperial.ca.us
Phone: (442) 265-1888
Fax: (442) 265-1903
www.icphd.org



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PLANNING & DEVELOPMENT SERVICES

The preceding e-mail message (including any attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not an intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution, or reproduction of this message by unintended recipients is not authorized and may be unlawful.

From: Shannon Lizarraga <ShannonLizarraga@co.imperial.ca.us>

Sent: July 27, 2021 1:27 PM

To: Carlos Ortiz <CarlosOrtiz@co.imperial.ca.us>; Sandra Mendivil <SandraMendivil@co.imperial.ca.us>; Margo Sanchez <MargoSanchez@co.imperial.ca.us>; Michael Kelley <MichaelKelley@co.imperial.ca.us>; Robert Menvielle <RobertMenvielle@co.imperial.ca.us>; John Gay <JohnGay@co.imperial.ca.us>; Guillermo Mendoza <GuillermoMendoza@co.imperial.ca.us>; Matt Dessert <MattDessert@co.imperial.ca.us>; Monica Soucier <MonicaSoucier@co.imperial.ca.us>; Andrew Loper <AndrewLoper@co.imperial.ca.us>; tgarcia@icso.org; Vanessa Ramirez <VanessaRamirez@co.imperial.ca.us>; Jorge Perez <JorgePerez@co.imperial.ca.us>; jefflamour@co.imperial.ca.us; Mario Salinas <MarioSalinas@co.imperial.ca.us>; kathy.sanchez@nahc.ca.gov; Joseph.mirelez@torresmartinez-nsn.gov; Thomas.tortez@torresmartinez-nsn.gov; historicpreservation@quechantribe.com; tribalsecretary@quechantribe.com; Donald Vargas <dvgargas@iid.com>; rzleal@iid.com; byronfrontier@yahoo.com; ltylenda@cityofimperial.org
Cc: Jeanine Ramos <JeanineRamos@co.imperial.ca.us>; Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Rosa Soto <RosaSoto@co.imperial.ca.us>; Carina Gomez <CarinaGomez@co.imperial.ca.us>; Maria Scoville <mariascoville@co.imperial.ca.us>; Kimberly Noriega <KimberlyNoriega@co.imperial.ca.us>; Valerie Grijalva



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

AUG 11 2021

July 27, 2021

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

**REQUEST FOR REVIEW
AND COMMENTS**

The attached project and materials are being sent to you for your review and as an early notification that the following project is being requested and being processed by the County's Planning & Development Services Department. Please review the proposed project based on your agency/department area of interest, expertise, and/or jurisdiction.

To: County Agencies

- AG - Carlos Ortiz/Sandra Mendivil/Margo Sanchez
- Board of Supervisors District #3 - Michael Kelley
- Assessor's - Robert Menvielle
- Public Works - John Gay/Guillermo Mendoza
- APCD - Matt Dessert/Monica Soucler
- IC Fire/OES Office - Andrew Loper
- IC Sheriff's Office - Thomas Garcia
- EHS Office - Vanessa Martinez/Jorge Perez/Jeff Lamoure/Mario Salinas

State Agencies/Other

- Native American Heritage Commission - Katy Sanchez
- Torrez-Martinez Indian Tribe - Joseph Mirelez
- Torres-Martinez Desert Cahuilla Indians - Thomas Tortez
- Fort Yuma - Quechan Indian Tribe - Jill McCormick/Jordan D. Joaquin
- IID Energy Dept. Donald Vargas
- IID - Rudy Leal

Cities/Other

- Imperial County Applicators - Byron Nelson
- Gateway of the Americas - John Gay
- City of Imperial - Lea N. Tylanda

From: Case Planner: Jeanine Ramos - (442) 265-1736 extension 1750 or via-email at ICPDScommentletters@co.imperial.ca.us

Project ID: Conditional Use Permit - CUP 21-0015

Project Location: The project is located at 2351 Austin Road, El Centro CA. \ APN 064-450-031-000

Project Description: The applicant proposes to continue the operation of the existing wireless telecommunication facility under Conditional Use Permit 21-0015 for a ten year (10-year) term. Conditional Use Permit 21-0015 would supersede Conditional Use Permit 05-0030.

Applicant: SBA Steel II LLC

Comments due by: August 11th, 2021 at 5:00PM

PC/PDA Meeting: TBD

COMMENTS: (attach a separate sheet if necessary) (if no comments, please state below and mail, fax, or e-mail this sheet to Case Planner)

NO COMMENT

Name: Sandra Mendivil Signature: [Handwritten Signature] Title: Ag Biologist IV

Date: 8/11/21 Telephone No.: 442-265-1500 E-mail: sandramendivil@co.imperial.ca.us

JR\SLIS:W\Users\APN064\... SBA Steel II LLC Request for Comments 072721.docx



Jim Minnick
DIRECTOR

Imperial County Planning & Development Services Planning / Building

IMPERIAL COUNTY
AIR POLLUTION CONTROL DISTRICT
RECEIVED VIA EMAIL
July 27, 2021

July 27, 2021
**REQUEST FOR REVIEW
AND COMMENTS**

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State Agencies/Other

- Native American Heritage Commission – Katy Sanchez
- Torres-Martinez Indian Tribe – Joseph Mirelez
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- Imperial County Applicators – Byron Nelson
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- City of Imperial – Lisa N. Tylenda

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AUG 11 2021

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

From: Case Planner: Jeanine Ramos - (442) 265-1736 extension 1750 or via-email at ICPDScommentletters@co.imperial.ca.us

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Comments due by: **August 11th, 2021 at 5:00PM**

PC/PDA Meeting: TBD

COMMENTS: (attach a separate sheet if necessary) (If no comments, please state below and mail, fax, or e-mail this sheet to Case Planner)

The Air District has no comment

Name: Monica N Soucier Signature:  Title: APC Division Manager

Date: Aug 11, 2021 Telephone No.: x1800 E-mail: monicasoucier@co.imperial.ca.us

JRISLIS:\AllUsers\APN\064\... SBA Steel II LLC Request for Comments 072721.docx

Jeanine Ramos

From: Guillermo Mendoza
Sent: Thursday, November 18, 2021 9:44 AM
To: Jeanine Ramos; Nicole Comach; Jacob Hamilton
Subject: RE: Comment Letter Inquiry for CUP21-0015- Wireless Facility- Gullet/CA45827

Good Morning,

The letter provided will suffice, ICDPW has no further comments for CUP 21-0015.

Thanks,

Guillermo Mendoza
Right of Way Technician



Imperial County
Department of Public Works
155 S. 11th Street
(442) 265 – 1818

From: Jeanine Ramos <JeanineRamos@co.imperial.ca.us>
Sent: Tuesday, November 16, 2021 9:59 AM
To: Nicole Comach <nicole@virtualsitewalk.com>; Jacob Hamilton <jake@virtualsitewalk.com>; Guillermo Mendoza <GuillermoMendoza@co.imperial.ca.us>
Subject: RE: Comment Letter Inquiry for CUP21-0015- Wireless Facility- Gullet/CA45827

Good morning,

I apologize for the late response. I have been in and out of the office these past weeks.

I went through the original file for CUP05-0030 and Building Permit #47816 and was able to find the original Drainage Letter for CUP05-0030. However, I have not been able to find the encroachment permit for this project.

Guillermo- attached is the letter for your review. Please let us know if this will work to meet the requirements you placed within your comment letter.

Nicole- I also wanted to check in on the status for the required "No Trespassing" signs. Please advise if they have been replaced, and then I can move forward with scheduling a follow up inspection.

Thank you,

Kimberly Noriega

From: Guillermo Mendoza
Sent: Wednesday, August 11, 2021 3:58 PM
To: Shannon Lizarraga; Carlos Ortiz; Sandra Mendivil; Margo Sanchez; Michael Kelley; Robert Menvielle; John Gay; Matt Dessert; Monica Soucier; Andrew Loper; tgarcia@icso.org; Vanessa Ramirez; Jorge Perez; jefflamour@co.imperial.ca.us; Mario Salinas; katy.sanchez@nahc.ca.gov; Joseph.mirelez@torresmartinez-nsn.gov; Thomas.tortez@torresmartinez-nsn.gov; historicpreservation@quechantribe.com; tribalsecretary@quechantribe.com; Donald Vargas; rzleal@iid.com; byronfrontier@yahoo.com; ltylenda@cityofimperial.org
Cc: Jeanine Ramos; Michael Abraham; Rosa Soto; Carina Gomez; Maria Scoville; Kimberly Noriega; Valerie Grijalva; John Robb
Subject: RE: Request for Comments CUP#21-0015 SBA Steel II, LLC

Good afternoon,

ICDPW will need applicant to address the following comments in order for our department to complete a comments letter.

Agreement for Conditional Use Permit #05-0030 – G12 Encroachment Permit

- A. *An encroachment permit shall be secured from Department of Public Works for any and all new, altered or unauthorized existing driveway(s) to access the property. Applicant shall provide copy of encroachment permit.*
- B. *Permittee shall provide a Drainage and Grading Study/Plan to provide for property grading and erosion control, which shall also include prevention of sedimentation for damage to off-site properties. The Study/Plan shall be submitted to the Department of Public Works for review and approval. The applicant shall implement the approved plan. Employment of appropriate Storm Water Best Management Practices (BMP's) shall be included. Applicant shall provide copy of drainage and grading study/plan.*

Thanks,

Guillermo Mendoza
Right of Way Technician



Imperial County
Department of Public Works
155 S. 11th Street
(442) 265 – 1818

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AUG 11 2021

**IMPEHIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**