

**TO: ENVIRONMENTAL EVALUATION** COMMITTEE

AGENDA DATE: November 16, 2023

FROM: PLANNING & DEVELO	PMENT SERVICES	AGENDA	A TIME: <u>1:30 PM/ No.2</u>			
	Conditional Use Permit #23-0009/Variance #23-0003/Initial Study #23-0009 PROJECT TYPE:SUPERVISOR DIST #5					
LOCATION: 5395 E Hwy	78,	<i>F</i>	APN: <u>039-310-019-000</u>			
Brawley, C	A 92227	PARC	EL SIZE: <u>+/- 39.15AC.</u>			
GENERAL PLAN (existing)	Recreation	GENER	RAL PLAN (proposed) N/A			
ZONE (existing) S-2	(Open Space)		ZONE (proposed) N/A			
GENERAL PLAN FINDINGS	CONSISTENT	INCONSISTENT	☐ MAY BE/FINDINGS			
PLANNING COMMISSION DEC	<u>CISION</u> :	HEARING DA	ATE:			
	APPROVED	DENIED	OTHER			
PLANNING DIRECTORS DECI	SION:	HEARING DA	ATE:			
	APPROVED	DENIED	OTHER			
ENVIROMENTAL EVALUATION	N COMMITTEE DE	CISION: HEARING DA	ATE: 11/16/2023			
		INITIAL STU	oy:#23-0009			
☐ NEGA	ATIVE DECLARATION	MITIGATED NEG.	DECLARATION EIR			
DEPARTMENTAL REPORTS /	APPROVALS:					
PUBLIC WORKS AG COMMISSIONER APCD DEH/E.H.S. FIRE / OES OTHER	☐ NONE ☐ NONE ☑ NONE		ATTACHED ATTACHED ATTACHED ATTACHED ATTACHED Idian Tribe			
<b>REQUESTED ACTION:</b>						

(See Attached)

# NEGATIVE DECLARATION MITIGATED NEGATIVE DECLARATION

Initial Study & Environmental Analysis For:

Conditional Use Permit #23-0009 Variance #23-0003 Initial Study #23-0009 Cityswitch



Prepared By:

## **COUNTY OF IMPERIAL**

Planning & Development Services Department 801 Main Street El Centro, CA 92243 (442) 265-1736 www.icpds.com

November 2023

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# SECTION 1 INTRODUCTION

#### A. PURPOSE

This document is a ☐ policy-level, ☒ project level Initial Study for evaluation of potential environmental impacts resulting with the proposed Conditional Use Permit #23-0009/ Variance #23-0003, where the intent of the project is to build and maintain a 155-foot wireless telecommunication monopole cell tower with a 10-foot lightning rod for a total height of 165'. (Refer to Exhibit "A" & "B").

# B. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REQUIREMENTS AND THE IMPERIAL COUNTY'S GUIDELINES FOR IMPLEMENTING CEQA

As defined by Section 15063 of the State California Environmental Quality Act (CEQA) Guidelines and Section 7 of the County's "CEQA Regulations Guidelines for the Implementation of CEQA, as amended", an **Initial Study** is prepared primarily to provide the Lead Agency with information to use as the basis for determining whether an Environmental Impact Report (EIR), Negative Declaration, or Mitigated Negative Declaration would be appropriate for providing the necessary environmental documentation and clearance for any proposed project.

According to	Section	15065, a	n EIR is	deemed	appropriate	for a pa	ırticular	proposal	if the fo	ollowing	conditions
occur:											

- The proposal has the potential to substantially degrade quality of the environment.
- The proposal has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
- The proposal has possible environmental effects that are individually limited but cumulatively considerable.
- The proposal could cause direct or indirect adverse effects on human beings.

According to Section 15070(a), a **Negative Declaration** is deemed appropriate if the proposal would not result in any significant effect on the environment.

According to Section 15070(b), a Mitigated Negative Declaration is deemed appropriate if it is determ	nined
that though a proposal could result in a significant effect, mitigation measures are available to reduce	these
significant effects to insignificant levels.	

This Initial Study has determined that the proposed applications will not result in any potentially significant environmental impacts and therefore, a Negative Declaration is deemed as the appropriate document to provide necessary environmental evaluations and clearance as identified hereinafter.

This Initial Study and Mitigated Negative Declaration are prepared in conformance with the California Environmental Quality Act of 1970, as amended (Public Resources Code, Section 21000 et. seq.); Section 15070 of the State & County of Imperial's Guidelines for Implementation of the California Environmental Quality Act of 1970, as amended (California Code of Regulations, Title 14, Chapter 3, Section 15000, et. seq.); applicable requirements of the County of Imperial; and the regulations, requirements, and procedures of any other responsible public agency or an agency with jurisdiction by law.

Pursuant to the County of Imperial Guidelines for Implementing CEQA, depending on the project scope, the County

of Imperial Board of Supervisors, Planning Commission and/or Planning Director is designated the Lead Agency, in accordance with Section 15050 of the CEQA Guidelines. The Lead Agency is the public agency which has the principal responsibility for approving the necessary environmental clearances and analyses for any project in the County.

#### C. INTENDED USES OF INITIAL STUDY AND NEGATIVE DECLARATION

This Initial Study and Mitigated Negative Declaration are informational documents which are intended to inform County of Imperial decision makers, other responsible or interested agencies, and the general public of potential environmental effects of the proposed applications. The environmental review process has been established to enable public agencies to evaluate environmental consequences and to examine and implement methods of eliminating or reducing any potentially adverse impacts. While CEQA requires that consideration be given to avoiding environmental damage, the Lead Agency and other responsible public agencies must balance adverse environmental effects against other public objectives, including economic and social goals.

The Initial Study and Mitigated Negative Declaration, prepared for the project will be circulated for a period of 20 days (30-days if submitted to the State Clearinghouse for a project of area-wide significance) for public and agency review and comments. At the conclusion, if comments are received, the County Planning & Development Services Department will prepare a document entitled "Responses to Comments" which will be forwarded to any commenting entity and be made part of the record within 10-days of any project consideration.

#### D. CONTENTS OF INITIAL STUDY & NEGATIVE DECLARATION

This Initial Study is organized to facilitate a basic understanding of the existing setting and environmental implications of the proposed applications.

#### **SECTION 1**

**I. INTRODUCTION** presents an introduction to the entire report. This section discusses the environmental process, scope of environmental review, and incorporation by reference documents.

#### **SECTION 2**

II. ENVIRONMENTAL CHECKLIST FORM contains the County's Environmental Checklist Form. The checklist form presents results of the environmental evaluation for the proposed applications and those issue areas that would have either a significant impact, potentially significant impact, or no impact.

**PROJECT SUMMARY, LOCATION AND EVIRONMENTAL SETTINGS** describes the proposed project entitlements and required applications. A description of discretionary approvals and permits required for project implementation is also included. It also identifies the location of the project and a general description of the surrounding environmental settings.

**ENVIRONMENTAL ANALYSIS** evaluates each response provided in the environmental checklist form. Each response checked in the checklist form is discussed and supported with sufficient data and analysis as necessary. As appropriate, each response discussion describes and identifies specific impacts anticipated with project implementation.

#### **SECTION 3**

**III. MANDATORY FINDINGS** presents Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

- IV. PERSONS AND ORGANIZATIONS CONSULTED identifies those persons consulted and involved in preparation of this Initial Study and Negative Declaration.
- V. REFERENCES lists bibliographical materials used in preparation of this document.
- VI. NEGATIVE DECLARATION COUNTY OF IMPERIAL
- VII. FINDINGS

#### **SECTION 4**

- **VIII. RESPONSE TO COMMENTS (IF ANY)**
- IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP) (IF ANY)

#### E. SCOPE OF ENVIRONMENTAL ANALYSIS

For evaluation of environmental impacts, each question from the Environmental Checklist Form is summarized and responses are provided according to the analysis undertaken as part of the Initial Study. Impacts and effects will be evaluated and quantified, when appropriate. To each question, there are four possible responses, including:

- 1. **No Impact:** A "No Impact" response is adequately supported if the impact simply does not apply to the proposed applications.
- 2. **Less Than Significant Impact:** The proposed applications will have the potential to impact the environment. These impacts, however, will be less than significant; no additional analysis is required.
- 3. Less Than Significant With Mitigation Incorporated: This applies where incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact".
- 4. **Potentially Significant Impact:** The proposed applications could have impacts that are considered significant. Additional analyses and possibly an EIR could be required to identify mitigation measures that could reduce these impacts to less than significant levels.

#### F. POLICY-LEVEL or PROJECT LEVEL ENVIRONMENTAL ANALYSIS

This Initial Study and Mitigated Negative Declaration will be conducted under a  $\square$  policy-level,  $\boxtimes$  project level analysis. Regarding mitigation measures, it is not the intent of this document to "overlap" or restate conditions of approval that are commonly established for future known projects or the proposed applications. Additionally, those other standard requirements and regulations that any development must comply with, that are outside the County's jurisdiction, are also not considered mitigation measures and therefore, will not be identified in this document.

#### G. TIERED DOCUMENTS AND INCORPORATION BY REFERENCE

Information, findings, and conclusions contained in this document are based on incorporation by reference of tiered documentation, which are discussed in the following section.

#### 1. Tiered Documents

As permitted in Section 15152(a) of the CEQA Guidelines, information and discussions from other documents can be included into this document. Tiering is defined as follows:

"Tiering refers to using the analysis of general matters contained in a broader EIR (such as the one prepared for a general plan or policy statement) with later EIRs and negative declarations on narrower projects; incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project."

Tiering also allows this document to comply with Section 15152(b) of the CEQA Guidelines, which discourages redundant analyses, as follows:

"Agencies are encouraged to tier the environmental analyses which they prepare for separate but related projects including the general plans, zoning changes, and development projects. This approach can eliminate repetitive discussion of the same issues and focus the later EIR or negative declaration on the actual issues ripe for decision at each level of environmental review. Tiering is appropriate when the sequence of analysis is from an EIR prepared for a general plan, policy or program to an EIR or negative declaration for another plan, policy, or program of lesser scope, or to a site-specific EIR or negative declaration."

Further, Section 15152(d) of the CEQA Guidelines states:

"Where an EIR has been prepared and certified for a program, plan, policy, or ordinance consistent with the requirements of this section, any lead agency for a later project pursuant to or consistent with the program, plan, policy, or ordinance should limit the EIR or negative declaration on the later project to effects which:

- (1) Were not examined as significant effects on the environment in the prior EIR; or
- (2) Are susceptible to substantial reduction or avoidance by the choice of specific revisions in the project, by the imposition of conditions, or other means."

#### 2. Incorporation By Reference

Incorporation by reference is a procedure for reducing the size of EIRs/MND and is most appropriate for including long, descriptive, or technical materials that provide general background information, but do not contribute directly to the specific analysis of the project itself. This procedure is particularly useful when an EIR or Negative Declaration relies on a broadly-drafted EIR for its evaluation of cumulative impacts of related projects (Las Virgenes Homeowners Federation v. County of Los Angeles [1986, 177 Ca.3d 300]). If an EIR or Negative Declaration relies on information from a supporting study that is available to the public, the EIR or Negative Declaration cannot be deemed unsupported by evidence or analysis (San Francisco Ecology Center v. City and County of San Francisco [1975, 48 Ca.3d 584, 595]). This document incorporates by reference appropriate information from the "Final Environmental Impact Report and Environmental Assessment for the "County of Imperial General Plan EIR" prepared by Brian F. Mooney Associates in 1993 and updates.

When an EIR or Negative Declaration incorporates a document by reference, the incorporation must comply with Section 15150 of the CEQA Guidelines as follows:

- The incorporated document must be available to the public or be a matter of public record (CEQA Guidelines Section 15150[a]). The General Plan EIR and updates are available, along with this document, at the County of Imperial Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 Ph. (442) 265-1736.
- This document must be available for inspection by the public at an office of the lead agency (CEQA Guidelines Section 15150[b]). These documents are available at the County of Imperial Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 Ph. (442) 265-1736.

- These documents must summarize the portion of the document being incorporated by reference or briefly describe information that cannot be summarized. Furthermore, these documents must describe the relationship between the incorporated information and the analysis in the tiered documents (CEQA Guidelines Section 15150[c]). As discussed above, the tiered EIRs address the entire project site and provide background and inventory information and data which apply to the project site. Incorporated information and/or data will be cited in the appropriate sections.
- These documents must include the State identification number of the incorporated documents (CEQA Guidelines Section 15150[d]). The State Clearinghouse Number for the County of Imperial General Plan EIR is SCH #93011023.
- The material to be incorporated in this document will include general background information (CEQA Guidelines Section 15150[f]). This has been previously discussed in this document.

#### Environmental Checklist

- 1. Project Title: Cityswitch Conditional Use Permit #23-0009 Variance #23-0003 Initial Study #23-0009
- 2. Lead Agency: Imperial County Planning & Development Services Department
- 3. Contact person and phone number: Luis Valenzuela, Planner I, (442) 265-1736, ext. 1749
- Address: 801 Main Street, El Centro CA, 92243
- E-mail: luisvalenzuela@co.imperial.ca.us
- 6. **Project location**: The project site is located at 5395 E Hwy 78, Brawley, CA, further identified as Assessor's Parcel Number 039-310-019-000.
- 7. Project sponsor's name and address: Cityswitch

1900 Century Place NE, Suite 320,

Atlanta, GA 30345

- General Plan designation: Recreation/Open Space
- 9. Zoning: S-2 (Open Space)

11.

10. **Description of project**: The applicant, Cityswitch, is proposing to install a 155-foot, monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" foot fenced area on parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower to be located at 5395 E Hwy 78, Brawley, CA would be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The project requires a Conditional Use Permit (#23-0009) for the monopole tower and a Variance (#23-0003) to exceed the 100-foot height limitation for the Recreation/Open Space (S-2) zoned area by 65 feet.

The proposed facility is designed to house the equipment necessary to provide Union Pacific and AT&T's critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Brawley, Imperial County, and surrounding areas, including wireless telephone service, voice paging, messaging, and wireless internet and broadband data transmission. All registered wireless providers' technology operates at various radio frequency bands allocated by the Federal Communications Commission (FCC) as part of their license.

After construction, the proposed wireless telecommunications facility would be unmanned and would only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. Access will be provided via an easement with the proposed access entry point of Ben Hulse Hwy. The only utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system, which is connected to a main switch station. The system alerts personnel of any equipment malfunction or breach of security. Additionally, there will be no impacts on County's water and sanitation (sewer) utilities as they would not be used at the site.

In accordance with Federal Communications Commission (FCC) regulations, the proposed wireless telecommunications facility. If approved, the project would be designed and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch would comply with all Federal Communications Commission (FCC) and Federal Aviation Agency (FAA) regarding construction requirements and technical standards. The proposed wireless communication facility's Radio Frequency (RF) emissions would comply with the Federal Communications Commission's (FCC) Radio Frequency emission standards. Additionally, the proposed wireless communication facility would comply with the Federal Aviation Agency's (FAA) height, lighting, and marking requirements.

- 11. **Surrounding land uses and setting**: The proposed wireless communication facility would be located at 5395 E Hwy 78, Brawley, CA 92227 (northeast of State Highway 78). The property is identified as Assessor's Parcel Number (APN) 039-310-019-000 and is further described as a Portion of the State Board of Equalization (SBE) #872-13-6A-5 & -7-1 of Tract 37 & SEC 34 13-18 39.34AC. The proposed project site is surrounded by parcels zoned as S-2 (Open Space/Preservation) on the North, East, South and West.
- 12. **Other public agencies whose approval is required:** (e.g., permits, financing approval, or participation agreement.): Planning Commission
- 13. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentially, etc.?

The AB 52 Notice of Opportunity to consult on the proposed project letter was mailed via certified mail on August 02, 2023 to President Jordan D. Joaquin, from the Quechan Indian Tribe. No comments have been received for this project. No comments have been received from the Campo Band of Mission Indians Tribe for this project to this date.

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code, Section 21080.3.2). Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code, Section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code, Section 21082.3 (c) contains provisions specific to confidentiality.

#### **ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factor	ors checked below	would be potentia	ally affected by	this project,	involving at	least one in	npact
that is a "Potentially Sig							

	Aesthetics		Agriculture and Fores	stry Resources		Air Quality	
	Biological Resources		Cultural Resources			Energy	
	Geology /Soils		Greenhouse Gas Em	issions		Hazards & Hazardous	Materials
	Hydrology / Water Quality		Land Use / Planning			Mineral Resources	-
	Noise		Population / Housing			Public Services	
	Recreation		Transportation			Tribal Cultural Resource	ces
	Utilities/Service Systems		Wildfire			Mandatory Findings of	Significance
DECL DECL For significant A MITI	Review of the Initial Students of the Initial Students of the proposed ARATION will be prepared and that although the peant effect in this case be GATED NEGATIVE DEFINITION TO THE PROPOSED TO THE PORT IS required.	project ( ed. proposed cause re CLARAT project M	project could have project could have project could have significant from the project of the pro	e a significa ve a significa ect have beared. red. ficant effect	ant effect on to ant effect on to en made by or on the enviro	he environment, the agreed to by the pontent, and an EN	nere will not be a project proponent
mitigat pursua analys	ed" impact on the environt to applicable legal so is as described on attacted effects that remain to be something.	nment, I tandards hed she	out at least one el s, and 2) has bee ets. An ENVIRON	ffect 1) has l en addresse	peen adequated by mitigation	ely analyzed in an on measures base	earlier documer ed on the earlie
significa applica DECLA	ound that although the prant effects (a) have be able standards, and (b ARATION, including rev is required.	en analy ) have	zed adequately i been avoided o	n an earlier or mitigated	EIR or NEGA pursuant to	ATIVE DECLARATE that earlier EIF	TON pursuant to or NEGATIVE
CALIF	ORNIA DEPARTMENT	OF FISH	AND WILDLIFE	DE MINIMIS	IMPACT FIN	DING: Yes	☐ No
C	EEC VOTES PUBLIC WORKS ENVIRONMENTAL OFFICE EMERGEN APCD AG SHERIFF DEPARTMICPDS	CY SER\		<u>NO</u>	ABSENT	- 2023	
Jim Mi	nnick, Director of Plannii	ng/EEC (	Chairman		Date:	wes	

#### PROJECT SUMMARY

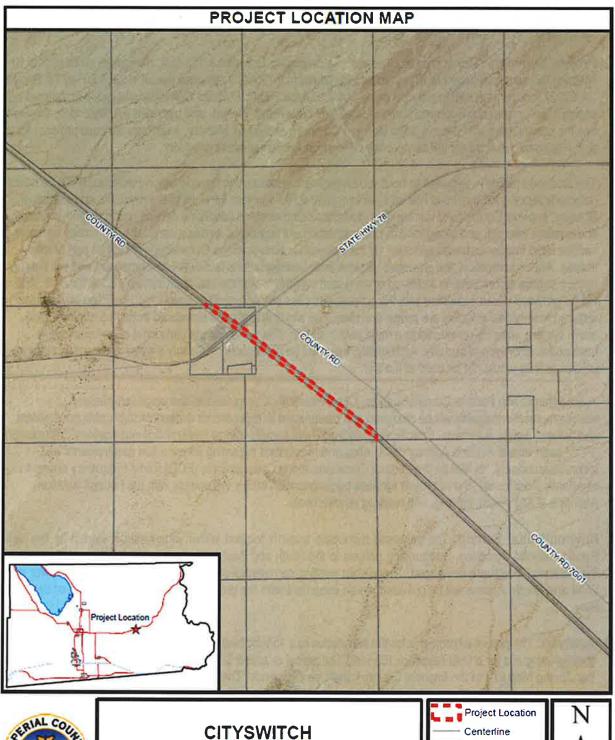
- A. Project Location: The proposed project parcel is located at 5359 E Hwy 78, Brawley, CA; within the railroad right of way of a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The parcel is identified as Assessor's Parcel Number (APN) 039-310-019-000, in an unincorporated area of the County of Imperial.
- **B. Project Summary**: The applicant, Cityswitch, is proposing to install a 155-foot, monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20; lease parcel in 5395 E Hwy 78, Brawley, CA 92227 fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers.

The proposed facility is designed to house the equipment necessary to provide Union Pacific and AT&T's critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Brawley, Imperial County, and surrounding areas, including wireless telephone service, voice paging, messaging, and wireless internet, and broadband data transmission. All registered wireless providers' technology operates at various radio frequency bands allocated by the Federal Communications Commission (FCC) as part of their license. After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. Access will be provided via an easement with the proposed access entry point off of Ben Hulse Hwy. The only utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system, which is connected to a main switch station. The system alerts personnel of any equipment malfunction or breach of security. Additionally, there will be no impacts on County's water and sanitation (sewer) utilities as they would not be used at the site.

In accordance with Federal Communications Commission (FCC) regulations, the proposed wireless telecommunications facility will be designed and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch will comply with all Federal Communications Commission (FCC) and Federal Aviation Agency (FAA) rules and regulations regarding construction requirements and technical standards, as well as the Federal Communications Commission's (FCC) Radio Frequency emission standards. Additionally, the proposed wireless communication facility will comply with the Federal Aviation Agency's (FAA) height, lighting, and marking requirements.

- C. Environmental Setting: The proposed monopole tower is located within vacant parcel owned by the Union Pacific Railroad Company. Surrounding parcels to the North and East are vacant lands, while parcels located to the West and South are developed. There is an existing commercial structure and a communication tower to the West and South. Access will be provided via an easement with the proposed access entry point off of Ben Hulse Hwy.
- D. Analysis: The proposed project is for the installation of a 155-foot monopole telecommunication tower with a 10-foot lightning rod for a total height of 165 feet. The parcel is zoned S-2 (Recreation/Open Space) on BLM lands per Zoning Map #70 of the Imperial County Land Use Ordinance. The proposed height of the tower exceeds the maximum height limit of the project site's S-2 zone requirements, which is 100 ft. For this reason, the project was reviewed by the Airport Land Use Commission on July 19, 2023, and was found to be consistent with the 1996 Airport Land Use Compatibility Plan.
- **E. General Plan Consistency**: Under the Land Use Element of the Imperial County General Plan, the project site is designated as Recreation/Open space. The proposed project could be considered consistent with the General Plan since a Communication Tower is a permitted use with a Conditional Use Permit in the S-2 (Open Space) zone and no change to the existing General Plan is proposed.

# Exhibit "A" Vicinity Map



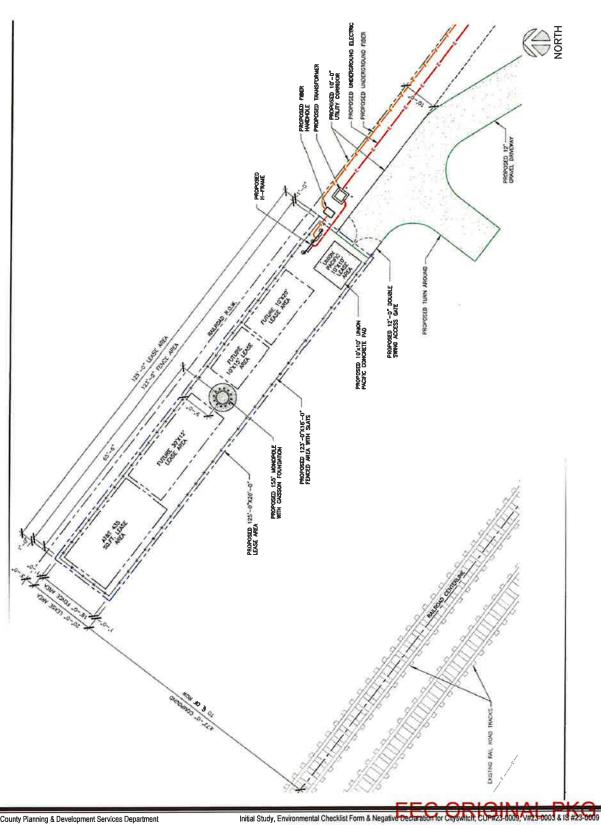


CUP #23-0009 / IS 23-0009 / V 23-0003 APN 039-310-019-000





Exhibit "B" Site Plan



#### **EVALUATION OF ENVIRONMENTAL IMPACTS:**

- A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance

		Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
	STHETICS				
Excep	t as provided in Public Resources Code Section 21099, would the p	project:			
a)	Have a substantial adverse effect on a scenic vista or scenic highway?				$\boxtimes$
	a) Four areas within the County have the potential as state located near any scenic vista or scenic highway according Highway Element <sup>1</sup> and California State Scenic Highway Systelecommunications tower is anticipated to maintain a galwwith the existing natural environment. No impacts are expect	g to the Imperia tem Map². Addit anized steel fini	al County General Plationally, the proposed	n Circulation a self-supported	and Scenic I monopole
	b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				
	b) As previously stated, the proposed project is not located no damage scenic resources. Therefore, no impact is expected.	ear a Scenic vist	a or Scenic Highway a	nd would not su	ubstantially
c)	In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surrounding? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				
	c) The proposed self-supported monopole telecommunication reduce visual obstructiveness and blend with the existing degrade the visual character or quality of public views of the requirements as specified on the County's Communication anticipated.	natural environi site and its surro	ment and would not soundings. It is also con	significantly or nsistent with th	physically e Aesthetic
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			$\boxtimes$	
	d) As previously stated on section (I)(a), the proposed self- maintain a galvanized steel finish to reduce visual obstructive not create a new source of light or glare which would adver- Imperial County's Communication Ordinance (Division 24), including tower, shall be lit with approved lighting as required Use Commission (ALUC) standards. Subsequently, on July (ALUC) heard and evaluated the proposed self-supported consistent with the 1996 Airport Land Use Compatibility Plan. for this proposed project. Compliance with FAA and ALUC st	eness and blend sely affect day of , Section 92401 d by the Federal of 19, 2023, the lattice telecom A white daytime	with the existing nature or nighttime views in .04(I), states that all Aviation Administration mperial County Airpo munications tower presented in the presented in the county and a red nige	ral environment the area. Additi communication on (FAA) and A ort Land Use C roject and four pht beacon will	t and would ionally, per n facilities, irport Land ommission nd it to be be required
II. AG	RICULTURE AND FOREST RESOURCES				
Agricu use in enviro the sta	ermining whether impacts to agricultural resources are significar ltural Land Evaluation and Site Assessment Model (1997) prepared assessing impacts on agriculture and farmland. In determining who nmental effects, lead agencies may refer to information compiled b ate's inventory of forest land, including the Forest and Range Asses n measurement methodology provided in Forest Protocols adopted to	by the California ether impacts to t y the California E ssment Project ar	Department of Conser- forest resources, includ Department of Forestry and the Forest Legacy A	vation as an opti ing timberland, a and Fire Protect ssessment proje	ional model to are significant tion regarding ect; and forest
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				
	<ul> <li>a) The proposed project is for the construction of a self-self-self-self-self-self-self-self-</li></ul>	oped parcel owr not listed on the	ned by the Union Paci California Important	fic Railroad Co Farmland Finde	mpany and er: Imperial

Importance to non-agricultural use. No impacts are expected.

		Potentially Significant	Significant Unless Mitigation	Less Than Significant	
		Impact	Incorporated	Impact	No Impact
		(PSI)	(PSUMI)	(LTSI)	(NI)
b)	Conflict with existing zoning for agricultural use, or a Williamson Act Contract?				$\boxtimes$
	b) The County of Imperial has no current active Williamson Ac Act Enrollment Finder <sup>4</sup> , Imperial County is withdrawn from the expected to conflict with existing zoning for agricultural use,	he 2022 William	son Act; therefore, the	e proposed pro	ject is not
c)	Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				
	c) As previously stated on section (II)(a), the proposed p telecommunications tower with associated remote and unmathe Union Pacific Railroad Company and within its railroad rigproject site is Recreation per Imperial County General Plananticipate to conflict with existing zoning for, or cause rezoning 12220(g)), timberland (as defined by Public Resources Code defined by Government Code Section 5114(g)). Less than significant contents of the proposed property of the p	anned equipment of the philosoft of the	nt located on an unde ough the land use des p⁵, the proposed proj d (as defined in Public or timberland zoned T	veloped parcel ignation for the ject does not o Resources Co	owned by e proposed expect nor ede section
d)	Result in the loss of forest land or conversion of forest land to non-forest use?			$\boxtimes$	
	d) As previously stated under item (II)(c) above, the proposexpected to result in the loss of forest land or conversion expected.				
e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?			$\boxtimes$	
	e) As previously stated on section (II)(a), the proposed project elecommunications tower with associated remote and unmated the Union Pacific Railroad Company and within its railroad rigproject site is Recreation per Imperial County General Plan Livesult in the loss or conversion of farmland to non-agricultural less than significant impacts are expected.	anned equipment ght-of-way. Altho and Use Map <sup>5</sup> , o	nt located on an unde ough the land use des development of the pro	veloped parcel ignation for the oposed project	owned by proposed would not
AIR	QUALITY				
	available, the significance criteria established by the applicable air opports the following determinations. Would the Project:	quality managem	ent district or air pollution	on control distric	t may be
a)	Conflict with or obstruct implementation of the applicable air quality plan?			$\boxtimes$	
	a) Air quality within Imperial County is regulated by the Impollution Control District comment letter dated June 13, 202 Regulation VIII which is designed to limit emissions of fugiti horsepower used for standby-backup purposes must be per Air District. It is expected that applicant's compliance with AF	23, all constructive dust (PM10) mitted through	tion activities must ac to 20% opacity. Any ( the Engineering and I	there to the Ai generator great Permitting Divis	r District's ter than 50 sion of the
b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality			$\boxtimes$	
	standard? b) The proposed project is not expected to result in a cumula as mentioned above under item a), it would be require to a compliance with ICACPD requirements would bring any impart	dhere to the A	ir District's Regulation		
c)	Expose sensitive receptors to substantial pollutants concentrations?			$\boxtimes$	
	c) Diesel exhaust and volatile organic compound (VOC) emi machinery are the pollutants that could possibly affect the ne and would be lessened by showing compliance with APCD's	arest sensitive	receptors, but the imp	acts would be	temporary

Potentially

			Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
		construction activities. Therefore, less than significant impac	ts are expected			
	d)	Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?			$\boxtimes$	
		d) Low emissions of pollution (i.e. diesel exhaust and volatic construction activities and would be dispersed rapidly from the not expected to result in other emissions that would adverse County and APCD's regulations would bring the project's potential.	he project site. sely affect a su	However the operation bstantial number of p	n of the propos eople. Complia	ed project is
IV.	BIO	LOGICAL RESOURCES Would the project:				
	a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				
		<ul> <li>a) According to The Imperial County General Plan's Conser Map", the proposed project site is not located within a deshabitat area. However, the proposed project parcel is within the Imperial County General Plan's Conservation and Open currently within a flat area and zoned for Recreation uses, let</li> </ul>	signated sensiti the "Burrowing n Space Elemei	ive habitat, nor is with g Owl Species Distribu nt <sup>2</sup> , Figure 2. Because	nin an agency- ution Model" ac e the proposec	designated cording to
	b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?  b) As previously stated on section (IV)(a), the proposed proje other sensitive natural community area as depicted on Fig County General Plan's Conservation and Open Space Eleundeveloped parcel owned by the Union Pacific Railroad Conappear to have a substantial effect in local regional plans communities or by the California Department of Fish and Wild to be less than significant.	ure 3 "Agency- ement <sup>8</sup> . Additio npany and withi s, policies, and	Designated Habitats nally, the proposed in its railroad right-of-tegulations with res	Map <sup>8c</sup> " from the project site is way; therefore, pect to sensit	ne Imperial within an it does not ive natural
(6)	c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?  c) According to the National Wetlands Inventory: Surface W Mapper <sup>10</sup> , and California Sustainable Groundwater Manager located within a riparian habitat and which will not cause (including, but not limited to, marsh, vernal pool, coastal, et other means. Any impacts are expected to be less than significant products of the substantial products	ment Act (SGM/ e a substantial c.) through dire	A) Data Viewer <sup>11</sup> , the adverse effect on fe	proposed proderal protected	ject is not wetlands
	d)	Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?  d) The proposed project site is located on a vacant parcel railroad right-of-way zoned as S-2 (Open Space) with an area same zone with existing recreational uses. As previously stat Sensitive Habitat; therefore, it would not interfere substantiall species or with established native resident or migratory wild Any impacts are expected to be less than significant.	a of approximat ted on item (IV)( y with the move	ely ±12.10 acres adjact b) above, the project of the ment of any resident of	cent to other p site is not locat or migratory fisl	arcels with ed within a n or wildlife

<sup>&</sup>lt;sup>1</sup> IC General Plan Conservation and Open Space Element Figure 1

<sup>&</sup>lt;sup>2</sup> http://www.icpds.com/CMS/Media/Conservation-&-Open-Space-Element-2016.pdf

			Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
	e)	Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance?  e) The proposed project is not expected to conflict with any I as tree proposed project as ordinance.		rdinances protecting b	iological resou	Irces, such
	f)	as tree preservation policy or ordinance. No impacts are exp Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? f) The proposed project is not expected to conflict with the Community Conservation Plan, or other approved local, reg impacts are expected.		an adopted Habitat C abitat conservation p	⊠ onservation Pla lan. Less than	 an, Natural significant
٧.	CUI	LTURAL RESOURCES Would the project:				
	a)	Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?			$\boxtimes$	
		a) The proposed project parcel is currently disturbed and acc Open Space Element, Figure 6 "Known Areas of Native Amo located within an area of possible impact. Additionally, an A Tribe, and no comments to the proposed project were receive	erican Cultural S B 52 letter was s	Sensitivity", the proposent on August 02, 20	osed project pa 123 to the Quec	rcel is not han Indian
	b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?  b) As previously stated under item a) above, the proposed pr	roject is located	on disturbed land and	⊠ d it is not likely	to cause a
	,	substantial adverse change to an archeological resource. Ar	y impact is expe	ected to be less than s	significant.	
	c)	Disturb any human remains, including those interred outside of dedicated cemeteries?  c) As mentioned above under item a), the proposed project si in a known area of cultural sensitivity, therefore it is not expect those interred outside of dedicated cemeteries. Less than significant	ted to result in th	ne disturbance of any		
VI.	ENE	ERGY Would the project:				
	a)	Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?  a) The proposed telecommunications tower facility is not proresult in potentially significant environmental impacts due to resources, during the project construction or operation. Adoparcel owned by the Union Pacific Railroad Company and voccur, said developments would require a building permit to Department in accordance with the latest edition of the Califi the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the proposed in the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 13, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>13</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>14</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>14</sup> dated June 14, 2023, if the Imperial Irrigation District <sup>14</sup> d	o wasteful, insufi ditionally, the pr within its railroa with the Imperia ornia Building. F roposed commu	ficient, or unnecessar roposed project site i d right-of-way. Shoul Il County Planning ar Furthermore, per com Inication tower require	y consumption s located withing d any new devoid d Development ment letter rec	of energy n a vacant elopments it Services eived from
	b)	Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?  b) As previously stated on item (VI)(a) above, the proposed propose any changes in the existing use of the subject pare latest energy efficiency and renewable energy standards a with or obstruct a state or local plan for renewable energy significant.	cel. New future of the regulations.	developments would a Therefore, the propos	require complia sed project will	nce with the not conflict

				Potentially		
			Potentially Significant	Significant Unless Mitigation	Less Than Significant	
			Impact	Incorporated	Impact	No Impact
			(PSI)	(PSUMI)	(LTSI)	(NI)
a)	effe	ectly or indirectly cause potential substantial adverse cts, including risk of loss, injury, or death involving:				
		The proposed telecommunications tower facility does not a the area. Construction and erection of the proposed self-su				
	rem	ote and unmanned equipment will be subjected to comply	with the latest	edition of the Californ	ia Building Cod	le <sup>14</sup> as well
		to go through a ministerial building permit review. Therefo otential substantial adverse effects, including risk of loss,				
	star	ndards and regulations would bring any impacts to less th	an significant.	-	•	
	1)	Rupture of a known earthquake fault, as delineated on				
		the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based			$\boxtimes$	
		on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	_	_		
		1) According to the most recent Alquist-Priolo Earthqua	ke Fault Zoning	Map <sup>15</sup> , California Dep	artment of Cor	servation:
		Fail Activity Map <sup>16</sup> , the United States Geological Surv Seismic and Public Safety Element <sup>19</sup> , Figure 1, "Seismi	ey's Quaternar	y Faults Map <sup>17</sup> , Imper	rial County Ge	neral Plan
		Hazards Map18e" the proposed project site is not located v	within known fau	ult zone. Although the	Sand Hills Faul	t is located
		approximately one (1) mile west of the proposed project s 1613 et. seq. of the California Building Code <sup>14</sup> , which requ				
		most stringent earthquake resistant measures. The pro	posed telecomi	munications tower pro	oject would be	subject to
		compliance with the latest edition of the California Buildir Adherence and compliance with these standards and reg				
	2)	Strong Seismic ground shaking?	П	<b>,</b>	$\boxtimes$	
		2) As previously stated on item (VII)(a)(1) above, the pro				
		of the Sand Hills Fault indicating potential seismic groun latest version of the California Building Code and throug to less than significant levels.				
	3/	•				
	3)	Seismic-related ground failure, including liquefaction and seiche/tsunami?				$\boxtimes$
		3) The proposed project is not located in a Tsunami additionally, the design and subsequent construction				
		regulations; therefore adherence to CBC would bring ar				
		no impacts are expected.				
	4)	Landslides?			$\boxtimes$	
		4) The proposed project site topography is generally flat				
		Activity Map, Figure 2 <sup>3</sup> , Seismic and Public Safety Elen area; therefore, less than significant impacts are expected	nent, the project ed to occur relat	et site is not located vited to landslide.	Within a landsii	de activity
b)		ult in substantial soil erosion or the loss of topsoil?			$\boxtimes$	
		according to Imperial County General Plan's Seismic and P posed project is not located within the immediate vicinity				
		ess than significant.	or a substantial	Son crosion area. Any	y impuets are e	Apootou to
c)		ocated on a geologic unit or soil that is unstable or that				
		Id become unstable as a result of the project, and entially result in on- or off-site landslides, lateral spreading,			$\boxtimes$	
	subs	sidence, liquefaction or collapse?	A/III/E\ -E	the managed and	halfa la wat l	
	c) A geo	As previously stated on sections (VII)(a)(1)-(VII)(a)(4) and logical unit that would become unstable or collapse as a r	(VII)(b) above, esult of the pro	the proposed project posed telecommunica	t site is not loc itions facility p	cated on a roject. Any
	con	struction would be subjected to compliance with the la	atest edition of	f the California Buildi	ing Code and	through a
		isterial building permit review. Adherence and compliance ess than significant.	e to tnese stand	aaras and regulations	would bring al	y impacts
۵۱,		• •				
d)		ocated on expansive soil, as defined in the latest Uniform ding Code, creating substantial direct or indirect risk to life				$\boxtimes$

<sup>3</sup> http://www.icpds.com/CMS/Media/Seismic-and-Public-Safety-Element.pdf
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			Potentially	Potentially Significant	Less Than	
			Significant Impact ( <b>PSI</b> )	Unless Mitigation Incorporated (PSUMI)	Significant Impact (LTSI)	No Impact (NI)
٠		or property?  d) According to the U.S. Department of Agriculture, Natural project site is not located on any area containing Imperial-G section (VII)(c), the proposed project design and subsequent edition of the California Building Code standards and regureview. No Impacts are expected.	Resources Cor Blenbar, or silty construction wil	nservation Service "So clays loams. However I require adherence an	oil Maps, <sup>20</sup> " the r, as previously id compliance t	e proposed y stated on o the latest
	e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?  e) The proposed project is for the construction and erection of tanks or alternative waste water disposal systems where Additionally, should any septic systems be proposed in the Imperial County Public Health Department, Division of Envexpected.	sewers are no near future, the	ot available for the of applicant should ad	disposal of wa here and comp	ste water. ly with the
	f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?  f) The proposed project is to be located within a disturbed prits railroad right-of-way and does not appear to directly or unique geologic feature on site as there are no known unique event of any paleontological findings on site during construct Desert Museum shall be contacted to have a qualified special significant.	indirectly destro e resources or fe ction, all work s	by a unique paleontolo eatures on site or reco hall be stopped and th	ogical resource rds of. Additior he Imperial Vall	e or site of nally, in the ley College
VIII.	GR	REENHOUSE GAS EMISSION Would the project:				
	a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?  a) The construction trucks of the proposed project wou telecommunication tower facility is to be located on an area s uses. The action is not expected to generate substantial gre have a significant impact on the environment. Additionally compliance to ACPD's and EHS' rules, regulations, and requi	urrounded by pa eenhouse gas e y, as previously	arcels already impacte missions, either direc r stated on item (III)(a	ed with existing tly or indirectly a) above, adhe	recreation y, that may erence and
	b)	Conflict with an applicable plan or policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?  b) The proposed project would not conflict with any regular reducing the emissions of greenhouse gases to 1990 levels b rules, regulations and requirements. Less than significant im	y 2020 provided	that the applicant adl	Solutions Act theres to APCD's	of 2006, of s and EHS'
IX.	HA	ZARDS AND HAZARDOUS MATERIALS Would the project	t:			
	a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?  a) The proposed project is not expected to create a significant the handling of any hazardous materials. Per comment emai Health <sup>7</sup> dated May 30, 2023, if the applicant intends to hav petroleum-based products, applicant should contact EHS. If comments at this time. Adherence to EHS' requirements should	il received from e generator(s) f not, the Division	the Imperial County I or storage equipment on of Environmental I	Division of Env storing 1,320 lealth does no	ironmental gallons of
	b)	Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				

		Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impaci ( <b>NI</b> )
	b) As previously stated on section (IX)(a) above, the propose public or environment through reasonable foreseeable upse materials into the environment as no hazardous materials ar EHS' requirements should bring any impacts to less than sign	t and accident e anticipated as	conditions involving	the release of	hazardous
c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?  c) The proposed project does not anticipate the emssion of hazardous materials, substance, or waste as previously stated is not located within a ¼ mile of any schools. The nearest sch approximately 22 miles southwest of the proposed project	l on items (IX)(a lool in the vicini	) and (IX)(b) above. Ad ity is the Holtville High	ditionally, the posterior	project site is located
d)	facilities. No impacts are expected.  Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?  d) The proposed project is not located on a site included of Department of Toxic Substances Control EnviroStor <sup>21</sup> . Additi Safety Element <sup>18</sup> , "Hazardous Material Sites Map <sup>18d</sup> ," Figure hazardous materials site; therefore, no impacts are expected.	onally, per Impo 5, the proposed	erial County General F	Plan's Seismic	and Public
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?  e) The proposed project is not located within an airport land Maps <sup>22.</sup> The closest airport is the Holtville Airport located app the Imperial County Airport Land Use Commission (ALUC) telecommunication tower with associated remote and unmar 1996 Airport Land Use Compatibility Plan. A white daytime be project. Compliance with Federal Aviation Administration (F. would bring any impacts to less than significant.	proximately 16 r heard and eval ned equipment acon and a red	miles southwest. Addit luated the proposed of t project and found it night beacon will be re	tionally, on Jul self-supported to be consiste equired for this	y 19, 2023, monopole nt with the s proposed
f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?  f) The proposed project site is not expected to interfere with a plan. Per Imperial Valley Emergency Communications Authoric County communication needs could necessitate tower space of include, but be limited to, multiple antenna spaces, guarante County. It is expected that compliance with IVECA would bring	ty comment lett on the tower and eed antenna he	er dated June 08, 2023 I other related on-site i ights, and shelter spa	, future IVECA infrastructure. ce at no cost	or Imperial This would
g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?  g) According to Cal Fire "Fire Hazard Severity Zones in State 29, 2023, the proposed project site is not located within a fire (LRA) classified as unzoned area, therefore, the proposed proindirectly, to a significant risk of loss, injury, or death involvinclusion of fire sprinklers and have either a private water o Compliance to Imperial County Fire Department (ICFD) standard	hazard severity oject would not ing wildfires. Fu r public source	y zone designated as l expose people or stru uture facility expansio as pressurized hydra	Local Respons uctures, either ns may be sub ants for fire su	ibility Area directly or oject to the ppression.
HYE	DROLOGY AND WATER QUALITY Would the project:				
a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?  a) The proposed project is for the construction and erection.	ction of a self-s	Upported monopole te	⊠ elecommunicat	☐ ion tower

X.

			Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impa (NI)
	dis	ility with associated remote and unmanned equipmecharge requirements or otherwise substantially detected to be less than significant.				
b)	interfatthat t mana b) As decre	tantially decrease groundwater supplies or ere substantially with groundwater recharge such the project may impede sustainable groundwater agement of the basin? s previously stated on item (X)(a) above, the propose ease groundwater supplies or interfere substantiall	ly with groundwa	ater recharge such th	at the project n	
c)	Subs site of cours imper c) Th drain addit June and of appro	tantially alter the existing drainage pattern of the or area, including through the alteration of the se of a stream or river or through the addition of rivious surfaces, in a manner which would: se proposed project does not anticipate a physical stage pattern of the site or area, including through tion of impervious surfaces. Additionally, per come 13, 2023, an IID encroachment permit is required to receive drainage service from the district. Further the proval from the Imperial County Public Works Departments to less than significant.	alteration to the the alteration of ment letter rece to utilize existing more, any prop	e site that would subsite the course or a strectived from the Imperiguelating surface-water draing osed grading will rec	stantially alter t am or river or t ial Irrigation Dis pipe connectior quire drainage	through the strict dated as to drains review and
	(i)	result in substantial erosion or siltation on- or off- site; (i) According to Imperial County General Plan's S Figure 3, the proposed project site is not located site. Therefore, any impacts are expected to be less	within an area o	f substantial soil ero		
	(ii)	substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; (ii) The proposed communications tower project surface runoff in a manner which would result in fireviews and approval with the Imperial County De section (X)(c)(i) above, per comment letter receive encroachment permit is required to utilize existing drainage service from the district. Surface-water of Water Department Standards. Compliance with Irrigation District requirements would bring any in	ooding on-or offe epartment of Pube of from the Impe ing surface-wate drainpipe conne of Imperial Coun	site. Any proposed grollic Works. Additional rial Irrigation District or drainpipe connectictions are to be modity Department of Proposed ground in the properties.	ading will requi lly, as previousl dated June 13, i ons to drains a fied in accorda	ire drainage ly stated or 2023, an IIC and receive nce with IIC
	(iii)	create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or; (iii) The proposed project does not anticipate or capacity of existing or planned stormwater drainage runoff. As previously stated on items (X)(c) and drainage systems will require drainage applicatio Department and Imperial Irrigation District. Con Imperial Irrigation District standards and require reduced to less than significant levels.	ge systems or pr (X)(c)(ii) above, on, review, and a npliance with In	rovide substantial add Any proposed gradi pproval from the Imp nperial County Publi	ditional sources ng or planned s erial County Pu ic Works Depa	of polluted stormwate ublic Works rtment and
	(iv)	impede or redirect flood flows?  (iv) The proposed project consist of the c telecommunications tower facility with associate impede or redirect flood flows. According to the Service Center <sup>25</sup> . Flood Insurance Rate Man, the	ed remote and e Federal Emerg	unmanned equipmer Jency Management A	nt and is not e agency (FEMA)	expected to Flood Mar

No Impact

				Potentially		
			Potentially	Significant	Less Than	
			Significant Impact	Unless Mitigation Incorporated	Significant Impact	No Impact
			(PSI)	(PSUMI)	(LTSI)	(NI)
		06025C1475C, effective September 26, 2008. Add				letter is to
		be required by the Imperial County Department of would bring any impacts to be less than signification.	of Public Works.			
	d	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				
		d) The proposed self-supported monopole telecommu equipment project is not located within the proximity related to risk release of pollutants due to project inund- on item (X)(c)(iv) above, the proposed project site is lo with ICDPW's standards would contribute to lowering in	of a flood hazard ation are conside ocated within "Zo	f, tsunami, or seiche ered to be low. Additio one X" of flood map (	zones; therefor nally, as previo	re, impacts usly stated
	е	e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater			$\boxtimes$	
		management plan?				
		<ul> <li>e) The proposed project does not expected to conflict wor sustainable groundwater management plan. As prevequire a grading letter approved by the Imperial Count District requirements. Any impacts are expected to be I</li> </ul>	riously stated on y Public Works I	item (X)(c) above, th Department and adher	e proposed pro	ject would
XI.	LA	NND USE AND PLANNING Would the project:				
	a)	Physically divide an established community?  a) The proposed project consist on the construction and electric facility with associated remote and unmanned equipment where established community; therefore, it does not anticipate chan look land use nor planning impacts are expected.	nich is not within	a community or would	ld not physicall	y divide an
	b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			$\boxtimes$	
		b) The proposed project is consistent with the Imperial Coun 9), Division 5, Section 90519.02(d), which states that, Commu with an approved Conditional Use Permit. Additionally, th Ordinance (Title 9), Division 24 – Communication Ordinance than significant.	nication Towers e proposed proj	are permitted in the S ect is consistent wit	-2 (Open Space h the County's	) zone only Land Use
XII.	MII	NERAL RESOURCES Would the project:				
	a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				$\boxtimes$
		<ul> <li>a) The proposed project does not anticipate the removal of vicinity of an active mine per Imperial County General Plan Resources Map<sup>879</sup> Figure 8. No impacts are expected.</li> </ul>				
	b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan; specific plan or other land use plan?				$\boxtimes$
		<ul> <li>b) As mentioned above under item a), the proposed telecolocally-important mineral resources recovery site delineated impacts are expected.</li> </ul>				
XIII.	NO	DISE Would the project result in:				
	a)	Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise				

			Potentially Significant Impact (PSI)	Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
		ordinance, or applicable standards of other agencies?  a) The construction of the tower is expected to create tempore established in the Imperial County General Plan "Noise Eleme construction. Adherence to the "Noise Element" standards we	nt" and shall c	omply with the applica	ble regulations	regarding
	b)	Generation of excessive groundborne vibration or groundborne noise levels?  b) Ground vibration or groundborne noise may be expected d however, as previously stated on item (XIII)(a) above, any cor Noise Element. Any impacts are expected to be less than sign	struction wou			
	c)	For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?  c) As previously stated on item (IX)(e) above, proposed project according to the Imperial County Airport Land Use Compatibi Municipal Airport located approximately 26 miles west, the Hethe Calipatria Municipal Airport located approximately 28 miles to periodic noise emissions during aircraft takeoff and landing less than significant.	lity Maps <sup>22</sup> . The oltville Airport onorthwest fro	e nearest airports in th located approximately m the proposed project	e vicinity are to 16 miles sout t site; therefore	he Brawley hwest, and e, exposure
XIV.	PO	PULATION AND HOUSING Would the project:				
	a)	Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and business) or indirectly (for example, through extension of roads or other infrastructure)?  a) The proposed construction and erection of a self-supporte remote and unmanned equipment would not induce a substar indirectly, as no changes to the designated recreation use on to be less than significant.	itial unplanned	population growth in	an area, either	directly or
	b)	Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?  b) The proposed project will not displace substantial number housing elsewhere as the designated recreation use on the particular displace.	ers of people	necessitating the consicts are expected to be	struction or re	placement ificant.
XV.	PU	IBLIC SERVICES				
	a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:			$\boxtimes$	
		(a) The proposed telecommunication tower does not antic impacts associated with the provision of new or physic altered government facilities, the construction of which maintain acceptable service ratios. Any impacts would be	ally altered go	vernment facilities, ne significant environme	ed for new or	physically
		1) Fire Protection?     1) The proposed project is not expected to result in substantial.	U impacts on fi	re protection. Any futu	⊠ ire developmei	 nts may be

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				Significant Impact	Unless Mitigation Incorporated	Significant Impact	No Impact
-				(PSI)	(PSUMI)	(LTSI)	(NI)
		subject to fire sprinklers and to have pressurized hydrants. Compliance with				ession purpose	es such as
		2) Police Protection?  2) The proposed project is not expecte facility would be unmanned and remote Highway Patrol and Sheriff's Office No are expected to be less than significant.	ely monitored. However th County Patrol have	er, should any po	olice protection be rec	uired both the	California
		3) Schools? 3) The proposed self-supported more equipment is not expected to have a suproject site are Del Rio Academy School located approximately 8 miles in the circular self-self-self-self-self-self-self-self-	ubstantial impact on s ool located approxima	schools. The clos tely 7.5 miles in	est schools within th the city of Brawley ar	e vicinity of the	proposed
		4) Parks? 4) The proposed project will not result	in impacts to parks; n	o impacts are ex	pected.		
		<ul><li>5) Other Public Facilities?</li><li>5) As stated above under item a), the p facilities. Any impact would be expect</li></ul>			ot expected to result	in impacts to o	ther public
XVI	l. RE	ECREATION					
	a)	Would the project increase the use neighborhood and regional parks or facilities such that substantial physical facility would occur or be accelerated?	other recreational				$\boxtimes$
		a) The proposed project is for the cons with associated remote and unmann increase the use of existing neighborh deterioration of the facility would occu	ed equipment. Subse lood and regional part	equently, the proks or other recre	oposed telecommuni ational facilities such	cations tower	would not
	b)	Does the project include recreational fac construction or expansion of recreational f have an adverse effect on the environmen	acilities which might				$\boxtimes$
		b) The proposed telecommunication ( facilities which might have an adverse	ower does not includ				ecreational
XVII.	TRA	ANSPORTATION Would the project	t:				
	a)	Conflict with a program plan, ordinance of the circulation system, including transit, repedestrian facilities?	padway, bicycle and				
		a) The proposed project is for the const associated remote equipment. After co will only require service technicians, i proposed telecommunications tower is Highway Element1 and/or any applica subsequent operations of the telecommunications to the telecommunications.	nstruction, the propo in a pick-up or van si not expected to confl ble plan, ordinance o nunications facility ar	sed wireless tele zed vehicle, to v ict with the Impe or policy related	communications faci isit the site approxin ial County General Pl to it. Traffic impacts	lity will be unm nately once a n an Circulation a during constr	anned and nonth. The and Scenic uction and
	b)	Would the project conflict or be inconsis		П	П	$\boxtimes$	$\Box$
		Guidelines section 15064.3, subdivision (k b) The proposed project does not appe a one-half mile of either an existing ma comment letter received from the Cal	ar to conflict or be inc jor transit stop or a st	top along an exis	ting high quality tran	tion 15064.3(b) sit corridor. Ho	wever, per

			Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
		proximity of the proposed project site to State Hwy 78 (CA within the Caltrans' Right-Of-Way prior to construction. Adheany impacts to less than significant.				
	c)	Substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?  c) The proposed project is for the construction and erection with associated remote and unmanned equipment located with Company and within its railroad right-of-way. The proposed Plan Land Use Designation and the site design is not expected are expected.	hin an undevelo project's site is	ped parcel owned by to s compatible with the	he Union Pacif Imperial Coun	ic Railroad ty General
	d)	Result in inadequate emergency access? d) The proposed project is not expected to result in inadequause nor zoning are proposed.; therefore, less than significant			change on ex	isting land
XVIII.	a)	TRIBAL CULTURAL RESOURCES  Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is:  a) According to the Imperial County Open Space Element, proposed project location is not within a known area that significance of a tribal cultural resource, defined in Publi opportunity to consult letter was sent on August 2, 2023 to Therefore, any impact is expected to be less than significant.  (i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as define in Public Resources Code Section 5020.1(k), or	may expect to ic Resources Control the Quechan In	o cause a substantia code Section 21074. Indian Tribe, and no c	I adverse chan Additionally, roomments were	nge in the notification e received.
XIX.	UTI.	(i) The proposed telecommunication tower is not li Imperial, nor does it appear to be eligible under Put impact is expected to be less than significant.  (ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth is subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.  (ii) No significant resources listed as defined in the impacted by the proposed self-supported telecommun are expected to be less than significant.  LITIES AND SERVICE SYSTEMS Would the project:	olic Resources C	ode Section 21074 or	5020.1 (k); the	refore, any
	u,	expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant				

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environmental effects?

	a) The proposed telecommunication tower is not expected to wastewater treatment or stormwater drainage, electrical pow ICPDS received a comment letter from the Imperial Irrigation electrical service to contact IID. Moreover, any construction right of way or easements including but not limited to: suparking lots, landscape, and all water, sewer, storm water, an encroachment permit; therefore Adherence to IID's record than significant.	er, natural gas, or District <sup>13</sup> advising n or operation on Il rface improvemen or any other abov	telecommunication if the proposed cor D property or withi ts such as propos e ground or underg	is facility. On Jur mmunication tow n its existing and ed new streets, ground utilities,	ne 13, 2023, ver requires d proposed driveways, will require
b)	Have sufficient water supplies available to serve the project from existing and reasonably foreseeable future development during normal, dry and multiple dry years?  b) The proposed project is for the construction and erection equipment which does not anticipate the use of a water supplies the use of a water supplies and impacts are expected to be less than significate.	oply nor a change			
c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?  b) The proposed project does not anticipate any impacts to therefore, any impacts are expected to be less than signification.		oes not propose to	⊠ generate any wa	astewaters;
d)	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?  d) The proposed project does not anticipate an excess generated the solid waste reduction goals?	ation of solid was	te. Less than signif	⊠ icant impacts are	e expected.
e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?  e) All proposed projects within the County shall contract with proposed telecommunication tower shall comply with federegulations related to solid waste if any to be generated on a	eral, state, and lo	cal management a	and reduction st	atutes and
WIL	DFIRE				
locate	ed in or near state responsibility areas or lands classified as very h	nigh fire hazard seve	erity zones, would th	e Project:	
a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?			$\boxtimes$	
	a) The proposed project site not classified under a Fire Har under the Unincorporated Local Responsibility Area (LRA) proposed project site is local within a Very High Fire Hazard Severity Zone (VHFHZ). The expected to substantially impair an adopted emergency re- expected to be less than significant.	per the Fire Hazard ted within an unin e LRA classifies	d Severity Zones in corporated Local R the site as LRA Ur	SRA Map adopt Responsibility Ar nzoned, therefor	ted by CAL rea, but not re, it is not
b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?  b) As previously stated on section (XX)(a) above, the propose Zone (VHFHZ); therefore, impacts due to slope, prevailing to expose project occupants to pollutant concentrations from a be less than significant.	winds, and other f	actors, exacerbate	wildfire risks, a	nd thereby
c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water			$\boxtimes$	

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sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

- c) As previously stated under item (XV)(a)(1) "Public Services" above, the project design may be required to install the appropriate infrastructure such as a private or a public source of water for fire suppression purposes such as pressurized hydrants. Adherence and compliance with Imperial County Fire Department requirements will bring any impacts to less than significant.
- - d) As previously stated on item (VII)(a)(4) above, per Imperial County General Plan's Seismic and Public Safety Element<sup>18</sup>, "Landslide Activity Map<sup>18b</sup>," Figure 2, the proposed project is not located within a landslide activity area. The topography within the proposed project site is generally flat. Development, proposed project design and subsequent construction will be subjected to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Adherence and compliance to the California Building Code standards and regulations will bring any impacts to less than significant.

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; Sundstrom v. County of Mendocino, (1988) 202 Cal. App. 3d 296; Leonoff v. Monterey Board of Supervisors, (1990) 222 Cal. App. 3d 1337; Eureka Citizens for Responsible Govt. v. City of Eureka (2007) 147 Cal. App. 4th 357; Protect the Historic Amador Waterways v. Amador Water Agency (2004) 116 Cal. App. 4th at 1109; San Franciscans Upholding the Downtown Plan v. City and County of San Francisco (2002) 102 Cal. App. 4th 656.

Revised 2009- CEQA Revised 2011- ICPDS Revised 2016 – ICPDS Revised 2017 – ICPDS Revised 2019 – ICPDS

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# **SECTION 3**

### III. MANDATORY FINDINGS OF SIGNIFICANCE

The following are Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.

a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, eliminate tribal cultural resources or eliminate important examples of the major periods of California history or prehistory?		
b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)		
c)	Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?		

#### IV. PERSONS AND ORGANIZATIONS CONSULTED

This section identifies those persons who prepared or contributed to preparation of this document. This section is prepared in accordance with Section 15129 of the CEQA Guidelines.

#### A. COUNTY OF IMPERIAL

- Jim Minnick, Director of Planning & Development Services
- Michael Abraham, AICP, Assistant Director of Planning & Development Services
- Luis Valenzuela, Project Planner
- Imperial County Air Pollution Control District
- Fire Department
- **Environmental Health Services**
- Ag Commissioner
- Department of Public Works
- County Executive Office

#### **B. OTHER AGENCIES/ORGANIZATIONS**

- Imperial Irrigation District
- Quechan Indian Tribe, Historic Preservation
- California Department of Transportation (Caltrans)
- Imperial Valley Emergency Communications Authority (IVECA)

(Written or oral comments received on the checklist prior to circulation)

#### ٧. REFERENCES

Imperial County General Plan: Circulation and Scenic Highway Element https://www.icpds.com/assets/planning/circulation-scenic-highway-element-2008.pdf

2. California State Scenic Highway System Map

https://caltrans.maps.arcqis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa

3. California Important Farmland Finder: Imperial County 2020

https://maps.conservation.ca.gov/DLRP/CIFF/

4. California Williamson Act Enrollment Finder

https://maps.conservation.ca.gov/dlrp/WilliamsonAct/App/index.html

5. Imperial County General Plan Land Use Map

https://icpds.maps.arcqis.com/apps/webappviewer/index.html?id=078e1e32c6dc4223ba8c7d69d7c6c383

- 6. Imperial County Air Pollution Control District comment letter dated June 14, 2023
- 7. Imperial County Division of Environmental Health comment letter dated May 30, 2023
- 8. Imperial County General Plan: Conservation and Open Space Element

https://www.icpds.com/assets/planning/conservation-open-space-element-2016.pdf

- a) Figure 1: Sensitive Habitat Map
- b) Figure 2: Sensitive Species Map
- c) Figure 3: Agency-Designated Habitats Map
- d) Figure 5: Areas of Heighten Historic Period Sensitivity Map
- e) Figure 6: Known Areas of Native American Cultural Sensitivity Map
- Figure 8: Existing Mineral Resources Map
- 9. National Wetlands Inventory Map: Surface Waters and Wetlands

https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/

10. National Water Information System: Mapper

https://maps.waterdata.usgs.gov/mapper/index.html

- 11. California Sustainable Groundwater Management Act (SGMA) Data Viewer https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#currentconditions
- 12. Quechan Indian Tribe comment email dated May 30, 2023
- 13. Imperial Irrigation District comment letter dated August 2, 2023
- 14. California Building Code 2022
- 15. California Geological Survey Hazard Program: Alquist-Priolo Fault Hazard Zones https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=32.538703%2C-110.920388%2C6.00
- 16. California Department of Conservation: Fault Activity Map

https://maps.conservation.ca.gov/cgs/fam/

17. United States Geological Survey's Quaternary Faults Map

https://usqs.maps.arcgis.com/apps/webappviewer/index.html?id=5a6038b3a1684561a9b0aadf88412fcf

18. Imperial County General Plan: Seismic and Public Safety Element

https://www.icpds.com/planning/land-use-documents/general-plan/seismic-and-public-safety

- a) Figure 1: Seismic Activity in Imperial County Map
- b) Figure 2: Landslide Activity Map
- c) Figure 3: Erosion Activity Map
- d) Figure 5: Hazardous Materials Sites Map
- e) Figure 7: Seismic Hazards Map
- 19. California Tsunami Data Maps

https://www.conservation.ca.gov/cgs/tsunami/maps

- 20. United States Department of Agriculture- Natural Resources Conservation Service: Soils Map https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx
- 21. California Department of Toxic Substances Control: EnviroStor https://www.envirostor.dtsc.ca.gov/public/



- 22. Imperial County Airport Land Use Compatibility Maps <a href="https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=46f7796b2dfb4a6db5311d7892f0b411">https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=46f7796b2dfb4a6db5311d7892f0b411</a>
- 23. Imperial Valley Emergency Communications Authority (IVECA) comment letter dated June 8, 2023
- Cal Fire: Fire Hazard Severity Zones Maps Imperial County https://osfm.fire.ca.gov/media/6680/fhszs\_map13.pdf
- 25. Federal Emergency Management Agency (FEMA) Flood Map Service Center: Flood Insurance Rate Map https://msc.fema.gov/portal/search?AddressQuery=851%20pitzer%20road%20heber%20ca#searchresultsanchor
- Imperial County General Plan: Noise Element https://www.icpds.com/assets/planning/noise-element-2015.pdf
- 27. California Department of Transportation (Caltrans) comment letter dated June 14, 2023
- California Historic Resources: Imperial County
   https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=13
- 29. "County of Imperial General Plan EIR", prepared by Brian F. Mooney & Associates in 1993; and as Amended by County in 1996, 1998, 2001, 2003, 2006 & 2008, 2015, 2016.

#### VI. NEGATIVE DECLARATION – County of Imperial

The following Negative Declaration is being circulated for public review in accordance with the California Environmental Quality Act Section 21091 and 21092 of the Public Resources Code.

Project Name: Conditional Use Permit (CUP) #23-0009 / Variance #23-0003 / Initial Study #23-0009

**Project Applicant: Cityswtich** 

Project Location: 5359 W Hwy 78, Brawley, CA 92227

**Description of Project:** The applicant, Cityswitch, is proposing to install a 155-foot, monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20; lease parcel in 5395 E Hwy 78, Brawley, CA 92227 fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The project requires a Conditional Use Permit (#23-0009) for the monopole tower and a Variance (#23-0003) to exceed the 100-foot height limitation for the Recreation/Open Space (S-2) zoned area by 65 feet.

### VII. FINDINGS

determi	ine if the	e that the County of Imperial, act project may have a significant e ed upon the following findings:	ting as the lead agency, has conducte effect on the environmental and is pro	ed an Initial Study to posing this Negative
D	The Initi the envi	al Study shows that there is no subs conment and a NEGATIVE DECLAR	stantial evidence that the project may have ATION will be prepared.	e a significant effect on
		The Initial Study identifies pote	ntially significant effects but:	
	(1)	Proposals made or agreed to by the was released for public review would no significant effects would occur.	e applicant before this proposed Mitigate d avoid the effects or mitigate the effects t	d Negative Declaration to a point where clearly
	(2)	There is no substantial evidence be the environment.	efore the agency that the project may have	e a significant effect on
	(3)	Mitigation measures are required to insignificance.	ensure all potentially significant impacts a	are reduced to levels of
		A MITIGATED NEGATIVE DEC	CLARATION will be prepared.	
to suppe available	ort this fi e for revi	nding are included in the attached	Environmental Impact Report will not to a linitial Study. The project file and all remaining & Development Services Department	elated documents are
			NOTICE	
The pub	lic is inv	ited to comment on the proposed	Negative Declaration during the review	v period.
Date of D	Determina	1023 Spor Multion Jim Minnick, Director of	of Planning & Development Services	
The Appl hereby a	licant hei gr <del>ee</del> s to	eby acknowledges and accepts the implement all Mitigation Measures, in	results of the Environmental Evaluation f applicable, as outlined in the MMRP.	Committee (EEC) and
			Applicant Signature	

# **SECTION 4**

(ATTACH DOCUMENTS, IF ANY, HERE)

**RESPONSE TO COMMENTS** 

VIII.

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# **COMMENT LETTERS**



# Imperial Valley Emergency Communications Communications Authority 2514 La Brucherie Road, Imperial, CA 92251 Voice: 442-265-6029



Imperial County Planning & Development Services 801 Main Street El Centro, California 92243 Attention: Mr. Luis Valenzuela June 8, 2023

RE: Comments on Project ID CUP # 23-0009/V23-0003/IS23-0009

Dear Mr. Valenzuela:

Thank you very much for the opportunity to review and comment on CUP # 23-0009/V23-0003/IS23-0009.

CitySwitch proposes the construction and development of a new communication facility and tower consisting of a 155-foot tall, monopole, co-locatable tower with a 10-foot tall lightning rod, various antennas, associated radio equipment, and other related infrastructure. The project location is 5395 East Highway 78, Brawley, CA 92227. APN 039-310-019.

The Imperial Valley Emergency Communications Authority (hereinafter, IVECA), is entrusted with the operation of the 800 MHz radio communication system which serves Imperial County Fire, Law Enforcement, and Emergency Medical Services.

Future IVECA or Imperial County communication needs could necessitate tower space on the proposed tower and other related on-site infrastructure. The project's location is quite desirable for communication system enhancements. We therefore are respectfully requesting a Local/Public Benefit Agreement with CUP # 23-0009/V23-0003/IS23-0009. We are hopeful for language favorable to IVECA for future communication system additions in perpetuity in said CUP. This would include, but not limited to, multiple antenna spaces, guaranteed antenna heights, and shelter space all at no cost to Imperial County or IVECA. It is obvious that the best interest of Imperial County first responders, and the public at large, are best served with the inclusion of a Local/Public Benefit Agreement.

Thank you in advance for your consideration of IVECA's request. Please contact me with any questions.

Sincerely.

Mark Schmidt

Imperial Valley Emergency Communications Authority (IVECA)

**Emergency Communications Project Coordinator** 

markschmidt@eo.imperial.ca.us

Cell: 442-283-1688



# Imperial County Planning & Development Services Planning / Building

### RECEIVED

Jim Minnick

JUN 12 2023

May 30, 2023 REQUEST FOR REVIEW AND COMMENTS

IMPENIAL COUNTY

PLANNING & DEVELOPMENT SERVICE

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 State Agencies/Other Cities/Other County Executive Office – Rosa Lopez/ IC Sheriff's Office - Robert ☑ IID – Donald Vargas Miguel Figueroa Benavidez/Fred Miramontes/Ryan ☑ I.V. Emergency Communications Authority-Board of Supervisors - John Hawk-☑ IC Fire/OES Office – Andrew Loper/ Mark Schmidt District #5 Sal Flores/Robert Malek County Airport- Jeneil Guerrero 🔀 Ag. Commissioner – Rachel EHS - Jeff Lamoure/Mario Salines/ Garewal/Margo Sanchez/Ana L Alphonso Andrade/Jorge Perez/Vanessa Gomez/Jolene Dessert/ Sandra R Ramirez Mandivil ⊠Caltrans, District 11 - Roger Sanchez ☑ Campo Band Of Mission Indians -BLM- Tristian Triedell/ Carrie Marcus Cuero/Jonathan Mesa Sahagun/ Neil Hamada/ Ranger Gonzalez Public Works - Guillermo APCD - Monica Soucier/Belen D. Joaquin/ H. Jill McCormick Mendoza/John Gay Leon/Jesus Ramirez Luis Valenzuela, Planner I - (442) 265-1736 or luisvalenzuela@co.imperial.ca.us From: Project ID: CUP23-0009/V23-0003/IS23-0009 Project Location: 5395 E., Highway 78, Brawley, CA 92227 APN 039-310-019 Project Description: The applicant is submitting Conditional Use Permit and Variance application, proposing a 156' monopole tower with a 10'-0" lightning rod. Applicants: Cityswitch Comments due by: June 13th 2023 at 5:00PM 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 comments Name: Ana Gomez Telephone No.: 442 265 1500 E-mail; and LVMRIS:\AllUsers\APNi039\310\019\CUP23-0009\V23-0009\IS23-0009\CUP23-0009\_V23-0009\_V23-0009 Request for Comments 05.33.23 .docx



RECEIVED

JUN 14 2023

Planning & Development Services Director

IMPERIAL COUNTY **PLANNING & DEVELOPMENT SERVICES** 

SUBJECT:

June 13, 2023

Jim Minnick

801 Main Street El Centro, CA 92243

Conditional Use Permit 23-0009 & Variance 23-0003 - Cityswitch

Dear Mr. Minnick:

The Imperial County Air Pollution Control District (Air District) would like to thank you for the opportunity to review and comment on Conditional Use Permit (CUP) 23-0009 and Variance (V) 23-0003 (Project). The Project proposes the construction and operation of a new 155-ft tall monopole tower with a 10-ft lightning rod for total tower height of 165 ft. The project is located at 5395 E. Highway 78, Brawley also identified as Assessor's Parcel Number (APN) 039-310-019.

The Air District reminds the applicant that the project must comply with all Air District rules and regulations and would emphasize Regulation VIII. Regulation VIII is a collection of rules designed to maintain fugitive dust emissions below 20% visual opacity.

If the project includes a generator it may be subject to permitting requirements, generally generators greater than 50-bhp require permits. The Air District requests the applicant contact Jesus Ramirez, Engineering & Permitting Division Manager, to discuss permitting requirements of any generators that may be part of the project.

For your convenience, the Air District's rules and regulations are available online at https://apcd.imperialcounty.org/rules-and-regulations/. If you have any questions or concerns please call our office at (442) 265-1800.

Respectfully

Ismaek Sarcia

Environmental Coordinator

on Manager

### California Department of Transportation

DISTRICT 11 4050 TAYLOR STREET, MS-240 SAN DIEGO, CA 92110 (619) 709-5152 | FAX (619) 688-4299 TTY 711 www.dot.ca.gov

### RECEIVED





JUN 14 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

June 14, 2023

11-IMP-78 PM 41.107 CitySwitch Telecommunications Tower - Glamis CUP 23-0009

Mr. Luis Valenzuela Planner I County of Imperial Planning & Development Services 801 Main Street El Centro, CA 92243

Dear Mr. Valenzuela:

Thank you for including the California Department of Transportation (Caltrans) in the review process of the Conditional Use Permit (CUP) for the CitySwitch Telecommunications Tower located near State Route 78 (SR-78) in the Glamis area. The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities.

Safety is one of Caltrans' strategic goals. Caltrans strives to make the year 2050 the first year without a single death or serious injury on California's roads. We are striving for more equitable outcomes for the transportation network's diverse users. To achieve these ambitious goals, we will pursue meaningful collaboration with our partners. We encourage the implementation of new technologies, innovations, and best practices that will enhance the safety on the transportation network. These pursuits are both ambitious and urgent, and their accomplishment involves a focused departure from the status quo as we continue to institutionalize safety in all our work.

Caltrans is committed to prioritizing projects that are equitable and provide meaningful benefits to historically underserved communities, to ultimately improve transportation accessibility and quality of life for people in the communities we serve.

We look forward to working with the County of Imperial in areas where the County and Caltrans have joint jurisdiction to improve the transportation network and connections

"Provide a safe and reliable transportation network that serves all people and respects the environment"

between various modes of travel, with the goal of improving the experience of those who use the transportation system.

Caltrans has the following comments:

#### Traffic Engineering and Analysis

- The request to remove the existing Midwest Guardrail System (MGS) will not be allowed as it is shielding the railroad crossing signal pole and existing box culvert that crosses underneath the railroad and removing or even shorting it, would introduce safety issues to the public. Move the driveway minimum 100 feet east from the end of the existing MGS.
- The proposed driveway location and the proposed driving path leading to the proposed cell tower shall not interfere with the drainage path that is currently flowing to the existing box culvert. A consultation with the Caltrans District Hydraulics Branch is needed for any modifications related to the drainage path.

#### Design

Since SR-78 is part of the Freeway and Expressway System and is a Terminal Access Route for large trucks, consider using a higher level of design (urban driveway instead of rural driveway) based on vehicle speeds on SR-78 and to accommodate the types of vehicles turning into and out of the railroad Right-of-Way (R/W) property.

#### Caltrans References:

- Encroachment Permit Manual—Chapter 510, Table 5.21 and Appendix J Highway Design Manual—Chapter 200, sections 205.3(4) Commercial Driveways and 205.4 Driveways on Frontage Road and Rural Areas.
- Standard Plans A87A can also be consulted.
- Imperial County Design Standards should also be consulted in case the County wants a consistent driveway design for emergency services.

Please consider sight distance, adequate space for truck turning movement into the access road, acceleration/deceleration lanes. Please follow the guidelines in the Highway Design Manual (HDM) https://dot.ca.gov/programs/design/manual-highway-design-manual-hdm and Appendix J of the Encroachment Permits Manual. Please note that this information is only preliminary. Once more information and plans are available then a more accurate review can be made.

### **Hydrology and Drainage Studies**

- Please include topography on mapping for drainage.
- Please provide hydraulics studies, drainage, and grading plans to Caltrans for review.

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- Provide a pre and post-development hydraulics and hydrology study. Show drainage configurations and patterns.
- Provide drainage plans and details. Include detention basin details of inlets/outlet.
- Provide a contour grading plan with legible callouts and minimal building data. Show drainage patterns.
- On all plans, show Caltrans' R/W.
- Early coordination with Caltrans is recommended.
- Caltrans generally does not allow development projects to impact hydraulics within the State's R/W. Any modification to the existing Caltrans drainage and/or increase in runoff to State facilities will not be allowed.

#### **Traffic Control Plan**

A Traffic Control Plan is to be submitted to Caltrans District 11, including SR-78 adjacent to the project, at least 30 days prior to the start of any construction. Traffic shall not be unreasonably delayed. The plan shall also outline suggested detours to use during closures, including routes and signage.

Potential impacts to the highway facilities (SR-78) and traveling public from the detour, demolition and other construction activities should be discussed and addressed before work begins.

#### **Environmental**

Caltrans welcomes the opportunity to be a Responsible Agency under the California Environmental Quality Act (CEQA), as we have some discretionary authority of a portion of the project that is in Caltrans' R/W through the form of an encroachment permit process. We look forward to the coordination of our efforts to ensure that Caltrans can adopt the alternative and/or mitigation measure for our R/W. We would appreciate meeting with you to discuss the elements of the environmental document that Caltrans will use for our subsequent environmental compliance.

An encroachment permit will be required for any work within the Caltrans' R/W prior to construction. As part of the encroachment permit process, the applicant must provide approved final environmental documents for this project, corresponding technical studies, and necessary regulatory and resource agency permits. Specifically, CEQA determination or exemption. The supporting documents must address all environmental impacts within the Caltrans' R/W and address any impacts from avoidance and/or mitigation measures.

We recommend that this project specifically identifies and assesses potential impacts caused by the project or impacts from mitigation efforts that occur within Caltrans' R/W that includes impacts to the natural environment, infrastructure including but not limited to highways, roadways, structures, intelligent transportation systems elements,

on-ramps and off-ramps, and appurtenant features including but not limited to lighting, signage, drainage, guardrail, slopes and landscaping. Caltrans is interested in any additional mitigation measures identified for the project's draft Environmental Document.

#### **Broadband**

Caltrans recognizes that teleworking and remote learning lessen the impacts of traffic on our roadways and surrounding communities. This reduces the amount of Vehicles Miles Traveled (VMT) and decreases the amount of greenhouse gas (GHG) emissions and other pollutants. The availability of affordable and reliable, high-speed broadband is a key component in supporting travel demand management and reaching the state's transportation and climate action goals.

### Mitigation

Caltrans endeavors that any direct and cumulative impacts to the State Highway network be eliminated or reduced to a level of insignificance pursuant to the CEQA and National Environmental Policy Act (NEPA) standards.

### Right-of-Way

- Per Business and Profession Code 8771, perpetuation of survey monuments by a licensed land surveyor is required, if they are being destroyed by any construction.
- Any work performed within Caltrans' R/W will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans' R/W prior to construction.

Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (619) 688-6158 or emailing <a href="mailto:D11.Permits@dot.ca.gov">D11.Permits@dot.ca.gov</a> or by visiting the website at <a href="https://dot.ca.gov/programs/traffic-operations/ep">https://dot.ca.gov/programs/traffic-operations/ep</a>. Early coordination with Caltrans is strongly advised for all encroachment permits.

CitySwitch shall prepare and submit to Caltrans closure plans as part of the encroachment permit application. The plans shall require that closure or partial closure of SR-78 be limited to times as to create the least possible inconvenience to the traveling public and that signage be posted prior to the closure to alert drivers of the closure in accordance with Caltrans requirements. Traffic shall not be unreasonably delayed. The plan shall also outline suggested detours to use during the closures, traffic, including routes and signage.

The Highway Closure Plan, as part of the encroachment permit, should be submitted to Caltrans at least 30 days prior to initiating installation of the

<sup>&</sup>quot;Provide a safe and reliable transportation network that serves all people and respects the environment"

crossings. No work shall begin in Caltrans' Right of Way (R/W) until an encroachment permit is approved.

Any work performed within Caltrans' R/W will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans' R/W prior to construction. As part of the encroachment permit process, the applicant must provide an approved final environmental document including the CEQA determination addressing any environmental impacts with the Caltrans' R/W, and any corresponding technical studies.

Please see the following chapters in the Caltrans' manuals:

- Chapter 600 of the Encroachment Permits Manual for requirements regarding utilities and state R/W: <a href="https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/chapter-6-ada-a11y.pdf">https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/chapter-6-ada-a11y.pdf</a>.
- Chapter 2-2.13 of the Plans Preparation Manual for requirements regarding utilities and state R/W: <a href="https://dot.ca.gov/-/media/dot-media/programs/design/documents/cadd/ppm-text-ch2-sect2-13-a11v.pdf">https://dot.ca.gov/-/media/dot-media/programs/design/documents/cadd/ppm-text-ch2-sect2-13-a11v.pdf</a>
- Chapter 17 of the Project Development Procedures Manual <a href="https://dot.ca.gov/-/media/dot-media/programs/design/documents/pdpm-chapter17-a11y.pdf">https://dot.ca.gov/-/media/dot-media/programs/design/documents/pdpm-chapter17-a11y.pdf</a>.

If you have any questions or concerns, please contact Mark McCumsey, LDR Coordinator, at (619) 985-4957 or by e-mail sent to Mark.McCumsey@dot.ca.gov.

Sincerely,

Kimberly Dodson for

MAURICE A. EATON
Branch Chief
Local Development Review

#### **COUNTY EXECUTIVE OFFICE**

Miguel Figueroa
County Executive Officer
miguelfigueroa@co.imperial.ca.us
www.co.imperial.ca.us



County Administration Center 940 Main Street, Suite 208 El Centro, CA 92243 Tel: 442-265-1001 Fax: 442-265-1010

### RECEIVED

May 31, 2023

MAY 31 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

TO:

Luis Valenzuela, Planning and Development Services Department

FROM:

Rosa Lopez-Solis, Executive Office

SUBJECT:

Comments - City Switch - CUP 23-0009

The County of Imperial Executive Office is commenting on City Switch - CUP 23-0009 project. The Executive Office would like to inform the developer of conditions and responsibilities should the applicant seek a Conditional Use Permit (CUP). The conditions commence prior to the approval of an initial grading permit and subsequently continue throughout the permitting process. This includes, but not limited to:

- Sales Tax Condition. The permittee is required to have a Construction Site Permit (prior to the issuance of any grading permits) reflecting the project site address, allowing all eligible sales tax payments are allocated to the County of Imperial, Jurisdictional Code 13998.
- The permittee will provide the County of Imperial a copy of the CDTFA account number and sub-permit for its contractor and subcontractors (if any) related to the jobsite. Permittee shall provide in written verification to the County Executive Office that the necessary sales and use tax permits have been obtained, prior to the issuance of any grading permits.
- Construction/Material Budget: Prior to a grading permit, the permittee will provide the County Executive Office a construction materials budget: an official construction materials budget or detailed budget outlining the construction and materials cost for the processing facility on permittee letterhead.

Should there be any concerns and/or questions, do not hesitate to contact me.

#### Melina Rizo

From:

Mario Salinas

Sent:

Tuesday, May 30, 2023 10:02 AM

To:

Melina Rizo; Donald Vargas; Jorge Perez

Cc:

Jim Minnick; Michael Abraham; Diana Robinson; Luis Valenzuela; Aimee Trujillo; John

Robb; Kamika Mitchell; Laryssa Alvarado; Rosa Soto; Valerie Grijalva

Subject:

RE: CUP23-0009/V23-0003/IS23-0009 Requests for Comments

Follow Up Flag:

Follow up

Flag Status:

Flagged

Good morning Ms. Rizo,

Pertaining to CUP# 23-0009, if the applicant intends to have generator(s) or storage equipment storing 1,320-gallons of petroleum based product, please have the applicant contact our office. If not, Division of Environmental Health does not have any comments at this time.

#### 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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MAY 30 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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From: Melina Rizo <melinarizo@co.imperial.ca.us>

Sent: May 30, 2023 9:50 AM

To: Alphonso Andrade <AlphonsoAndrade@co.imperial.ca.us>; Ana L Gomez <analgomez@co.imperial.ca.us>; Andrew

Loper <AndrewLoper@co.imperial.ca.us>; Belen Leon <BelenLeon@co.imperial.ca.us>; Donald Vargas

<dvargas@iid.com>; Fred Miramontes <fmiramontes@icso.org>; H. Jill McCormick

<historicpreservation@quechantribe.com>; Jeff Lamoure <JeffLamoure@co.imperial.ca.us>; Jolene Dessert

<JoleneDessert@co.imperial.ca.us>; Jordan D. Joaquin <tribalsecretary@quechantribe.com>; Jorge Perez

<JorgePerez@co.imperial.ca.us>; Marcus Cuero <marcuscuero@campo-nsn.gov>; Margo Sanchez

<MargoSanchez@co.imperial.ca.us>; Mario Salinas <MarioSalinas@co.imperial.ca.us>; Miguel Figueroa

<miguelfigueroa@co.imperial.ca.us>; Monica Soucier <MonicaSoucier@co.imperial.ca.us>; Robert Benavidez

<rbenavidez@icso.org>; Robert Malek <RobertMalek@co.imperial.ca.us>; Rosa Lopez <RosaLopez@co.imperial.ca.us>;



### Public Works works for the Public



COUNTY OF

DEPARTMENT OF PUBLIC WORKS

155 S. 11th Street El Centro CA 92243

Tel: (442) 265-1818 Fax: (442) 265-1858

Follow Us:



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https://twitter.com/ CountyDpw/ July 6, 2023

Mr. Jim Minnick, Director Planning & Development Services Department 801 Main Street El Centro, CA 92243

Attention: Luis Valenzuela, Planner I

RECEIVED

JUL 06 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

SUBJECT: CUP 23-0009 / V 23-0003 / IS 23-0009 Cityswitch

Located on 15 W HWY 98, Calexico, CA 92231

APN's 058-180-001

Dear Mr. Minnick:

This letter is in response to your submittal received by this department on May 30, 2023 for the above mentioned project. The applicant proposes a 166' monopole tower with a 10- lightning rod.

Department staff has reviewed the package information and the following comments shall be Conditions of Approval:

- 1. A Drainage and Grading letter prepared by a California Licensed Civil Engineer shall be provided providing property grading and drainage control, which shall also include prevention of sedimentation of damage to off-site properties.
- 2. Applicant should have legal and physical access off of public road(s) as required for the project along with any encroachment permits for access from the appropriate public agency.

Should you have any questions, please do not hesitate to contact this office. Thank you for the opportunity to review and comment on this project.

Respectfully,

David Dale, PE. PLS

By: Dave Oule

Assistant Public Works Director, County Surveyor



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Since 1911

June 13, 2023

JUN 13 2023

Mr. Luis Valenzuela Planner I Planning & Development Services Department County of Imperial 801 Main Street El Centro, CA 92243 IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

SUBJECT:

City Swytch Telecom Tower Project at Highway 78; CUP23-0009/V23-0003/IS23-

0009

Dear Mr. Valenzuela

On May 30, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, a request for agency comments on the telecom tower project at Highway 78; Conditional Use Permit No. 23-0009, Variance No. 23-0003, Initial Study No. 23-0009. The applicant, CitySwytch, proposes to install a 166 ft. monopole tower with a 10 ft. lightning rod on a 125 ft. x 20 ft. site located at 5395 E. Highway 78, Brawley, CA (APN 039-310-019-000).

The IID has reviewed the application and has the following comments:

- 1. IID currently does not have any electrical facilities in the project vicinity to be able to serve the communication tower. Applicant will need to seek other options to be able to serve tower electrically, such a stand-by generator, photovoltaic, wind or a combination of energy generation thereof.
- 2. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <a href="https://www.ild.com/about-iid/department-directory/real-estate">https://www.ild.com/about-iid/department-directory/real-estate</a>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements. No foundations or buildings will be allowed within IID's right of way.
- 3. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental.

Luis Valenzuela June 13, 2023 Page 2

impacts are fully analyzed. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

Should you have any questions, please do not hesitate to contact me at 760-482-3609 or at dvargas@ild.com. Thank you for the opportunity to comment on this matter.

Respectfully,

Donald Vargas

Compliance Administrator II

#### Luis Valenzuela

From: Jill McCormick < historic preservation@quechantribe.com>

Sent: Wednesday, August 2, 2023 10:27 AM

**To:** John Robb; Luis Valenzuela

Subject: RE: [EXTERNAL]:CUP23-0009 AB 52 Letter to Quechan

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

This email is to inform you that we do not wish to comment on this project.

H. Jill McCormick M.A. Ft. Yuma Quechan Indian Tribe P.O. Box 1899 Yuma, AZ 85366-1899

Office: 760-572-2423 Cell: 928-261-0254



From: John Robb < JohnRobb@co.imperial.ca.us> Sent: Wednesday, August 02, 2023 10:02 AM

To: Jill McCormick < historic preservation@quechantribe.com >

**Cc:** Luis Valenzuela <a href="mailto:co.imperial.ca.us">co.imperial.ca.us</a>; Diana Robinson <a href="mailto:DianaRobinson@co.imperial.ca.us">DianaRobinson@co.imperial.ca.us</a>; Jim Minnick <a href="mailto:JimMinnick@co.imperial.ca.us">JimMinnick@co.imperial.ca.us</a>; Aimee Trujillo <a href="mailto:aimeetrujillo@co.imperial.ca.us">aimeetrujillo@co.imperial.ca.us</a>; Kamika Mitchell <a href="mailto:kamikamitchell@co.imperial.ca.us">kamikamitchell@co.imperial.ca.us</a>; Laryssa Alvarado

<laryssaalvarado@co.imperial.ca.us>; Rosa Soto <RosaSoto@co.imperial.ca.us>

Subject: [EXTERNAL]:CUP23-0009 AB 52 Letter to Quechan

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### Good afternoon,

Attached hereto please find copy of Quechan Indian Tribe AB52 letter for CUP 23-0009. Original letter has been sent via certified mail.

Document has been saved under the following pathway:

### S:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\AB52

Thank you,

### John Robb

Office Assistant III
Imperial County Planning & Development Services
801 Main Street
El Centro, CA 92243
(442) 265-1736
(442) 265-1735 (Fax)
JohnRobb@co.imperial.ca.us



# **APPLICANT SUBMITTAL**

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

FINAL ACTION:

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -**EMAIL ADDRESS** PROPERTY OWNER'S NAME info@cityswitch.com CitySwitch (Lessee) PHONE NUMBER ZIP CODE MAILING ADDRESS (Street / P O Box, City, State) 2. 404-857-0858 1900 Century Place NE, Suite 320, Atlanta, GA 30345 **EMAIL ADDRESS** APPLICANT'S NAME mbleniek@lcctelecom.com / aburke@shermanhoward.com Michael Bleniek, AICP / Allison R. Burke (Agents) PHONE NUMBER ZIP CODE MAILING ADDRESS (Street / P O Box, City, State) 10700 W. Higgins, Ste 240, Rosemont, IL / 675 15th Ste 2300 Denver, CO 60018 / 80202 847-287-1156 / 303-299-8045 **EMAIL ADDRESS** CA. LICENSE NO. ENGINEER'S NAME ghunt@westchesterservices.com Westchester Services, LLC - Glen L Hunt III PHONE NUMBER ZIP CODE MAILING ADDRESS (Street / P O Box, City, State) 602-403-8614 85226 3470 W. Jasper Drive. Chandier, AZ ZONING (existing) ASSESSOR'S PARCEL NO. SIZE OF PROPERTY (in acres or square foot) 6. S-2 Railroad right-of-way 039-310-022 PROPERTY (site) ADDRESS 7. Vacant railroad right-of-way off Highway 78 Ben Hulse Highway near Ted Kipf Road, Brawley, CA 92227 GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road LEGAL DESCRIPTION 9. See attached lease agreement PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED) DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail) Proposed 155' monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20' lease parcel. 11. DESCRIBE CURRENT USE OF PROPERTY Railroad right-of-way 12. DESCRIBE PROPOSED SEWER SYSTEM 13. DESCRIBE PROPOSED WATER SYSTEM N/a 14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? IS PROPOSED USE A BUSINESS? No permanent employees □ No X Yes I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN REQUIRED SUPPORT DOCUMENTS IS TRUE AND CORRECT. SITE PLAN 4/11/23 Michael Bieniek, AICP **FEE** Print Name C. **OTHER** 4/11/23 Allison R. Burke OTHER Pyal Vame All (V) Date REVIEW / APPROVAL BY DATE APPLICATION RECEIVED BY: OTHER DEPTS required. □ P. W. DATE APPLICATION DEEMED COMPLETE BY: E.H.S. DATE APPLICATION REJECTED BY: A. P. C. D. 3-000° 0, E. S. DATE **TENTATIVE HEARING BY:** □ APPROVED DENIED DATE



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 -

	-AFFEIGANT MOST COMFEETE ACE NOMBERE		
1.	PROPERTY OWNER'S NAME	EMAIL ADDRESS	
1210571	CitySwitch (Lessee)	info@cityswitch.com	
2.	MAILING ADDRESS (Street / P O Box, City, State)	ZIP CODE	PHONE NUMBER
	1900 Century Place NE, Suite 320, Atlanta, GA	30345	404-857-0858
3.	ENGINEERS NAME CA. LICENSE NO.	EMAIL ADDRES	
J.			
_	Westchester Services, LLC - Glen L. Hunt III	qhunt@westchesterservices.com  ZIP CODE PHONE NUMBER	
4.	MAILING ADDRESS (Street / P O Box, City, State)		
	3740 W. Jasper Drive. Chandler. AZ	85226	602-403-8614
5.	ASSESSOR'S PARCEL NO. ZONING (existing)		
٠.		039-310-022 S-2	
6.	PROPERTY (site) ADDRESS	SIZE OF PROPERTY (in acres or square foot)	
	acant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227 Railroad right-of-way		
7.			
••	Highway 78 Ben Hulse Highway near Ted Kipf Road		
8.	LECAL DESCRIPTION		
0.	See attached lease agreement		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.)  Maximum allowable height in the S-2 district			
٥.	DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.)  Maximum allowable height in the S-2 district		
	for a communications tower is 100'.		
•			
9.	DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :		
10. DESCRIBE THE ADJACENT PROPERTY			
	East vacant parcel		
	West vacant parcel		
	North vacant parcel		
	Yacani parcei		
	South <u>vacant parcel</u>		
1 / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY REQUIRED SUPPORT DOCUMENTS			
I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN			
IS TRUE AND CORRECT.  A. SITE PLAN			
8.67-	hael Rieniek AICP 4/11/23		
111	Nazy Date	C. OTHE	:R
Signature			
Allison R. Burke 4/11/23 D. OTHER			R
Date:			
All or Buxe			
Signature			
APPLICATION RECEIVED BY: DATE REVIEW / APPROVAL BY			
APPLICATION DEEMED COMPLETE BY:  DATE  OTHER DEPT'S required.			OTHER DEPT'S required.
AFFEICATION DELIVED COMPLETE DT.			
APPL	LICATION REJECTED BY:	DATE	A. P. C. D.
TEN	TATIVE HEARING BY:	DATE	0.E.S.
		DATE	- g
FINAL ACTION: APPROVED DENIED DATE FEC. ORIGINAL PKG			
_			





APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES





# APPLICATION FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE APPROVAL FOR THE PROPOSED COMMUNICATION FACILITY AT

TED KIPF ROAD BRAWLEY, CA 92227 APN: 039-310-022

CITYSWITCH SITE NAME / # - BEN HULSE CAC009 AT&T SITE NUMBER - 10066994

### **Table of Contents**

- 1. Letter of Application
- 2. Application Materials
- 3. Site Data Sheet
- 4. Right-of-Way Title
- 5. Narrative Overview
- 6. Compliance with Section 92402.01
- 7. Compliance with Section 92405.01
- 8. Conditional Use Permit Standards
- 9. Variance Standards
- 10. Alternatives Analysis
- 11. Sworn Statement of AT&T
- 12. Coverage Plot
- 13. Fall Zone Certification
- 14. Site Plan
- 15. FAA Determination
- 16. Lease

# Letter of Application

April 3, 2023

RECEIVED

Mr. Jim Minnick Planning & Development Services Director, Imperial County 801 W. Main Street El Centro, CA 92243

APR 12 2023

IMPERIAL COUNTY **PLANNING & DEVELOPMENT SERVICES** 

RE:

Proposed CitySwitch Communications Facility – Ben Hulse CAC009

AT&T Site - 10066994

Ted Kipf Road APN 039-310-022 Brawley, CA 92227

Dear Mr. Minnick:

LCC Telecom Services and Sherman & Howard L.L.C. represent CitySwitch. CitySwitch has finalized an agreement with the property owners of the site referenced above to develop and construct a Communications Facility that will be available to be used by wireless carriers. The proposed shared use facility is designed to house the equipment necessary to provide clear and uninterrupted wireless telecommunications services to the residents and visitors of Imperial County.

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a 155'-0" tall monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

The proposed Communications Facility is located in an S-2, Open Space/Preservation zone. Pursuant to Section 90519.02(d) of the Code, Communications Facilities are allowed in this district with a Conditional Use Permit approval Communications Facilities exceeding the maximum allowable height are allowed in this district with Variance approval.

On behalf of the applicant CitySwitch, LCC Telecom Services and Sherman & Howard have submitted all required documentation for the proposed tower in accordance with Section 92402.01 of the Code for this application to be deemed complete. Should you have any questions please feel free to contact me. I look forward to working with you during the review and approval process. CitySwitch looks forward to helping provide Imperial County with improved wireless coverage.

Will Bill Sincerely.

Michael Bieniek, AICP Zoning Director

Allign Burke

Associate

# **Application Materials**

### SITE PLAN REQUIREMENTS

#### **PLAN MUST:**

- Be drawn to scale upon substantial paper, 11" x 14" (min.) (20 copies must be submitted.)
- b. Show name of owner, legal description and Assessor's Parcel Number.
- c. Show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. Show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. Show adjacent property uses and approximate distances to nearest structures.
- f. Indicate name of person preparing site plan.
- g. Show North orientation.
- h. Show sufficient dimensions and information for proper evaluation to be done.
- CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

S:/forms\_lists/8.5 x 11 APPS/CUP backside 8.5 x 11

### SITE PLAN REQUIREMENTS

#### **PLAN MUST:**

- a. be drawn to scale upon substantial paper, 11" x 14" (min.) (20 copies must be submitted).
- b. show name of owner, legal description and Assessor's Parcel Number.
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- d. show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. show adjacent property uses and approximate distances to nearest structures.
- f. indicate name of person preparing site plan.
- g. show North orientation.
- h. show sufficient dimensions and information for proper evaluation to be done.
- CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

S:/forms\_lists/8.5 x 11 APPS/variance backside 8.5 x 11

### Site Data Sheet

**Applicant:** 

CitySwitch

1900 Century Place NE

Suite 320

Atlanta, GA 30345

**Authorized Agent:** 

Michael Bieniek, AICP LCC Telecom Services 10700 Higgins Road

Suite 240

Rosemont, IL 60018

Allison R. Burke

Sherman & Howard, LLC 675 Fifteenth Street

Suite 2300

Denver, CO 80202

**Tower Owner:** 

CitySwitch

1900 Century Place NE

Suite 320

Atlanta, GA 30345

Applicant's Interest in the

Property:

Leasehold

**Property Owner:** 

Union Pacific Railroad 1400 Douglas Street Omaha, NE 68179

**Address of Property:** 

**Ted Kipf Road** 

Brawley, CA 92227

**Parcel Number:** 

APN: 039-310-022

Request:

Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 155'-0" monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and telecommunications equipment to be located

within a 125'-0" x 20'-0" ground area.

# Right-of-Way Title



100 Corporate Drive, Suite 305, Lebanon, NJ 08833 Phone (908) 849-3011 Fax (908) 849-7981

www.ustitlesolutions.com

### REPORT OF TITLE

Document Research and Retrieval
U.S. Title Solutions File No. UST71004
Reference No. Winterhaven
Site Name: Winterhaven

Prepared For:

LCC Telecom Services, LLC -

Premises:

TBD, Winterhaven, CA 92283

Parcel:

039-310-019-000

County:

Imperial

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

# U.S. TITLE SOLUTIONS File No. UST71004 Reference No. Winterhaven

## REPORT OF TITLE SCHEDULE - I

- 1. DATE OF REPORT : April 13, 2022
- SCOPE OF SEARCH: Beginning January 01, 1908 and extending through February 28, 2022, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.
- 3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:

Fee Simple

4. TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:

Southern Pacific Company

5. SOURCE OF TITLE :

SBE Map,

Notes: No vesting record was found indexing the Grantee books or searching the BLM website for a patent. The Imperial County Assessor's Office found old SBE maps that included the vesting information for the Southern Pacific Railroad using the corresponding SBE numbers (872-13-6A-5 & 872-13-7-1). For this portion of the railroad property, it has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states, "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy V. Shoup dated May 14, 1926." A transcript or copy of the letter was unable to be found searching Google and the BLM website. Section 8 of the Act of Congress is known as the "Indian Appropriations Act", which declares that Indigenous people were no longer considered members of "sovereign nations" and that the US government could no longer establish treaties with them, essentially taking certain territories without option of treaty. A case of the United States v. Southern Pacific Railroad Company in 1891 states, "The act of congress of March 3, 1871, authorized the Southern Pacific Railroad Company of California...to construct a certain line of railroad, and granted it certain lands." Supporting documentation has been provided for reference.

6. PROPERTY IS IDENTIFIED AS FOLLOWS:

### U.S. TITLE SOLUTIONS File No. UST71004 Reference No. Winterhaven

### REPORT OF TITLE SCHEDULE - I

Parcel ID:

039-310-019-000

Tax Year:

2022

Status :

Not Verified

Note:

Tax Info not found online.

7. THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II

### U.S. TITLE SOLUTIONS File No. UST71004 Reference No. Winterhaven

### REPORT OF TITLE SCHEDULE - II

### (LEGAL DESCRIPTION)

No specific property description found of record. Please see Assessors Map and Property Detail Report descriptions.

Please also note: Southern Pacific Company, pertaining to railroad property, has also gone by Southern Pacific Railroad Company and Southern Pacific Transportation Company. All of these names were run from the start date in the first index book for Imperial County to present. Around 200 documents were examined, but only the provided documents applied

### U.S. TITLE SOLUTIONS File No. UST71004 Reference No. Winterhaven

### REPORT OF TITLE SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for

## MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

### JUDGMENTS AND LIENS 2.

None found within period searched.

### 3. COVENANTS AND RESTRICTIONS

None found within period searched.

## **EASEMENTS AND RIGHTS OF WAY**

Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, Dated June 27, 2013, Recorded January 30, 2014, in

Notes: \*FOR REFERENCE - Neighboring properties 039-310-026 & 028 included

4.2 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, Dated June 27, 2013, Recorded August 23, 2013, in

Notes: \*FOR REFERENCE - Neighboring properties 039-310-026 & 028 included

### OTHER RECORDED DOCUMENTS

# U.S. TITLE SOLUTIONS File No. UST71004 Reference No. Winterhaven

# REPORT OF TITLE SCHEDULE - III

5.1 Record of Survey Recorded December 28, 2017, in <u>Book 23, Page 7.</u>

Notes: Shows portion of the subject property

5.2 Certificate of Agreement of Merger between Southern Pacific Company and Southern Pacific Transportation Company, Recorded December 09, 1969, in <u>Book 1286, Page</u>

### 6. OTHER UNRECORDED DOCUMENTS

- 6.1 Property Detail Report
- 6.2 <u>SBE Map</u>

Notes: No vesting record was found indexing the Grantee books or searching the BLM website for a patent. The Imperial County Assessor's Office found old SBE maps that included the vesting information for the Southern Pacific Railroad using the corresponding SBE numbers (872-13-6A-5 & 872-13-7-1). For this portion of the railroad property, it has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states, "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy V. Shoup dated May 14, 1926." A transcript or copy of the letter was unable to be found searching Google and the BLM website. Section 8 of the Act of Congress is known as the "Indian Appropriations Act", which declares that Indigenous people were no longer considered members of "sovereign nations" and that the US government could no longer establish treaties with them, essentially taking certain territories without option of treaty. A case of the United States v. Southern Pacific Railroad Company in 1891 states, "The act of congress of March 3, 1871, authorized the Southern Pacific Railroad Company of California...to construct a certain line of railroad, and granted it certain lands." Supporting documentation has been provided for reference.

6.3 Assessor's Map

# U.S. TITLE SOLUTIONS File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE SCHEDULE - V

(OWNERSHIP HISTORY)

1 : None found within period searched.

line to the South line thereof, a distance of 2540.0 feet, ages or less, lying between the easterly boundary line of the right of way for Sounty Boad running northand couth slong the mesterly like of said Track Pinchyl Soland a line drawn parallel to and 100 feet emeterly from each emeterly boundary line of the right of may for County Road, containing 6.061 cores more or less, is hereby released from the lien of a certain Mortgage made and executed by E. F. Mocodan and LEA DIRECT ModONAL, bushend and wife, in favor of the pacific methal days insurance company of callifornia, a corporation, bearing date the lifth day of leguet, 1918, and recorded in the office of the County Resorder of the County of Inverial, State of California, in Sout 52. of Mortgages, at page 137 and fullowing, on the 18th day of Ostober, 1818

THE RECEIPED PERSON, the said the Pacifies MATURE LINE INSTRUME CONTAIN of California has escaped those presents to be extented in 19s comporate cases and endap its surpersts seal by its dely qualified officers this seth day of July, 1885.

en branks mart the impires could. CALIFORNIA.

(CORPORATE STAD)

State of California County of los Augules | an By W. W. Benkett, View President And by J. R. Milley, Asst. Sections.

On this 26th day of Jair in the year of our Lord, one thousand nine handred and teenty-three, before me, Fearl E. Stabires a Motary Public in and for waid Ion ingeles County, State of California, residing therein, daily commissioned and secon. personally appeared S. W. Bocksty, known to me to be the Time President, and I. H. Miller, known to me to be the Acet. Secretary of the Pacific Batcal Life Insurance Occupany of California, the corporation described in and that amoused the within instrument, and known to me to be the persons who exceeded the within instrument on behalf of the surporation therein maned, and delegated to so that such corporation

IN PROPERTY STREET, I have servento set my band and affilial as official. seal, the Car and year in this Certificate first shows written,

Paul S. Brabbres, Notery Public to and for the said Dounty of Low Angeles, State of California.

(POTABLAL STAL) Securine et request of Pioneur Fittle Insurance Company, Aug 1 1925. | \$13 el 50 als part 2 é. Ma, is Mout : Page 200 or Official Records, Imperial County Records, 2

Mird Z. Lobdy County Recorder Fees \$2.00 . My D. Cole, Departy

ERVINO H. MEAT BY AL

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DEFEN GALLPORNIA RAILWAY CONTRACT

THIS INCHIOUSE, Made this 8th day of July, 1983, between INVIDO M. SEAT. and VINCIPIA that, his wife, and deviled W. Mis and Estella SEAF, his wife, the porting of the first part, and INTER-DALIFORNIA RAILEAT COMPART, a composition, the party

WITHERSETH: That the said parties of the first part, for and in consideration of the sem of Fen (10) Bollers, lawful money of the United States of inerice, to them in hand paid by the mark party of the mesond part, the receipt whereof ie hereby coknomicalged, done by these presents grant, bargain, coll, convey and confirm anto the said party of the second part, and to its sancessors and seeigne forever, all that eartain piece or percel of land mittante, lying and being in the County of imperial, State of California, and bounded and particularly described as follows, to-wis:

A strip of land 100 fact wide across the west end of Grant 80 in Township 14 Boath, Hange 15 East, San Bermardino Meridian, extending from the north line to the south line thereof, a distance of 2649.0 feet, more or less, and lying between the casterly boundary line of the right of way for Pounty Road running North and Bouth elong the Westerly line of said Tract 10, and a line drawn parallel to and loo feet easterly from eats sesterly boundary line of the right of way for County Road, comtaining 6.061

rocerum with all and singular the tensuence, hereditaments and appartenances thereunte belonging, or in anyone appartaining, and the reversion and reversions, remainder and remainders, runte, is more and profits thereof.

20 HAVE AND TO HALD and and eingular the said presienc, together with the apparturances, unto the said party of the second part, and to its excessors and assigns

Is straine where, the sale parties of the first part here because est their hunts and seals, the day and year first above written.

1.8.8.81.00 ON 7/24/28

Trying H. Shar (Seal) Virginia Shar (Seal) Cryille F. Shar (Seal) Estella Shar (Seal)

State of California County of Imperial Po

On this 16th tay of July in the year nineteen hundred and 85, before ma, Reins Smith, a Solary Public in and for said County or Importal, State of Galifornia, reciding therein, daly commissioned and evers, personally appeared freing N. Shou & Virginia blaw, his mife, personally known to me to be the persons whose names are subscribed to the within instrument, and asknowledged to me that they exceuted the mane.

IN SECTION SERVICE, I have bereasts set up hand and affixed my official seal, the day and year in this certificate first above switten.

(MOTARIAL SELL)

Rates Well's Potery Fablis in and for the County of Imperial, State of Galifernia.

mints of estimate County of los Angeles

On this 86th day of July, A. B. 1913, before me. C. S. Champion, a Motory Public in and for said Spanty and State, residing therein, daily commissioned and reven, persumelly appeared Graille E. Shew and Estella Shew, known to me to be the persons whome names are subscribed to the within instrument, and sommortedged to me that he assessed

IN WITHIRS PROMINER, I have become our my hand and affixed my official seal the day and year in this Contillesis first above written.

C. S. Champion Bytary Pablic in and for (BUTARIAL MALL) said County and Make,

Recorded at request of Picture Title Insurance Company, Aug 2 1925, at

u.I

30 his past 9 A. M., in Book 8 Page BOI of Official Records, Reperial County Records.

Mird E. Mobely County Recorder My D. Cole, Deputy

SELECTT REVA 22, 00%

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ENTER CALEFORNIA RALLINAY OCCUPANT

11407

THIS INDIFFURE, Made this 5th day of July, 1925, between ESTRACA TRAS and O. M. MAN, her husband, both of Holtville, Imperial County, California, parties of the first part, and IMPER-CALIFORNIA MAXIMAY COMPANY, a corporation, party of the second part.

That the said pursies of the first part, for and in someideration of the sem of Fem (10) Pollars, lawfel money of the United States of America, to them in hand paid by the maid party of the second part, the receipt whereaf is hereby acknowledged, do by these presents grant, bargain, well, sonvey and confirm anto the said party of the second part, and to its escenance and seeigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows; towis:

A strip of land 100 feet wide surces Trust 74 Tommhip 14 South, Sampe 16 East, San Bernardine Meridian, extending from the north line to the south lim thereof, a distance of IRCO.O feet, more or less, and lying between the easterly boundary line of the right of may for County head remning morth and south through the middle of maid Tract 74, and a line drawn purallel to and 100 feet cantarly from maid easterly boundary line of the right of way for County Road, containing S.COO acres,

POSTING with all and singular the tenescate, pereditenents and apportenuaces theremate belonging, or in anymics apportaining, and the reversion and reversions, reminier and reminiers, rents, issues and profits thereof.

TO MAYE AND TO MOID, all and singular the said premises, together with the appurtunences, unto the said party of the second part, and to its successors and

IN MITTERS WEREAUT, the cold parties of the first part have however, est their hands and seals, the day and year first shore written.

1.2.8.0.50 Garnelled Com 9/24/25 Louis Cottact

Matella Shim (Seal)

M. F. Stager, Contract Attorney

Form Approved: 2-26-25 Mg. F. Intrin.

Vice Pres. & Chief Council M.

State of California County of Los Angeles | 94

On this math day of July, A.D. 1883, before me, C. S. Champion, a Sobery Sublic in and for pade Secuty and State, residing therein, daly counterioned and every, parametry appeared Notella Shaw and  $G_r$   $\mathcal{X}_r$  there, knows to me to be the persons whose means are aspective to the within impresent, but deinouledged to se

STATE OF CALIFORNIA. ) COURTS OF INDUSTRIE

On this Einsteadth day of September 1823, before we. E. N. Anderson, a Newborn Public is and for said Conney, personally appeared F. E. Lavayen, known to me to be the Secretary of the Experial County Sitle Company, Trustee, the experation that extended the within and foregoing instrument, and known to me to be the person who executed the wighinand foregoing instrument on behalf of the corporation therein maned, and asknowledged to so that sunb corporation expected the same as such Tractes,

Ninness up hant and official soul the day and poor in this correlicate first above weitten.

(BOZABIAL SELL)

E. R. Anterson, Notary Public in and for said

County of Aspertal, State of California Seconded at request of the Regiles Abstract & Title Company Rep. 20, 1923 at 5 Rin. Post 7 L.M. in Jock 2 Page 305 of OFFISTAL RECORDS Imperial County Records. Rize L. Rober, County Beautier

by L. R. Martin, Deputy

THE CALLPONIA BALDER COURAGE

THIS INDIVIDUE, ande this 15th day of July 1925, between Fred S. Thatcher, and (wife) lished 2. Thursher, of los ingeles, los ingeles County, Californie, the parties of the first part, and Inter-Galiforda Railway Company, a surporation, the party of the deciral part,

That the cold parties of the first part, for and in consideration of the sun of fun [10] Dollars, levial manay of the United Spaice of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby soknowledged, do by these presents graps, bargein, sell, course and confirm auto the said party of the second part, and to its sessessors and sesions forever, all that serials, plans or parcel of land mittate, lying and being in the County of Imperial, State of California, and because and particularly described as follows, to-wit:

Larly senerates as return, when the west

A Strip of lend 100 feet side across the west
out of Trace 106 in Topmably 14 South, Range 16
Enst, San Bernerdine Meridian, extending from the Korsh line of the south
line thereof, a distance of Sedo.0 feet marg
of less, and lying between the, santerly boundary line
of the right of way for County Road running north
and south along the westerly line of sale Trace
106, and a line drawn parallel to and 100 feet
santerly from said easterly boundary line of the right of way for
County Road, containing 4.061 serve, more or less.

EXCEPTIBE With all and singular the tenseents, bereditaments and appartunences thereunte belonging, or in amplies apportaining, and the reversion and reversions, remainfer and remainfers, rents, issues and profite thereof. \$1.60 U.H.I.R.H. arrived and companied.

70 SATE AND TO HOLD all and singular the sale premises, together with the appear anances, unto the said party of the count part, and to its messessore and easigm Intever.

This conveyance to mide spon the following express conditions:

**EEC ORIGINAL PKG** 

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PIRMI That escond party shall force the sant side of said precises as soon as practicable after the construction of a railrost thereon. BECCUE

That escond party shall construct suitable masted the with boxes and drop tox on premises of first party immediately seat of the easterly line of the premises heren conveyed; said ditch and boxes to be maintained by the first party.

That second party shall construct two smitchle pricate road crossings spon said premises at grade across the railroad of sector party to be seed for accord to and see of the lands of the first party and provided that the first party advice the second party of the location of said greatings prior to the grading of said premises by said second party.

IN MITHRES EMERSOP, the said parties of the first part have hereinte det their hands and seals, the day and year first above written,

Prof V. Thateler (Stall) Mabel E. Matcher (REAL)

STATE OF BLIFFORDIA COMMENT OF THE WHOLLD

1

T

On this look day of July is the year minutes bundred and twenty-three A.D. before no Frances A. Zearney a Sotery Public in and for the said County of Los Angeles, State of Galifornia, resising therein, duly commissioned and evera, personally appeared Fred W. Thatcher and Mabel S. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and anknowledged to no that they executed

IN HITHERS W. IREAT, I have hereauto set my hand and affixed my cafficial scal in said County the day and year in this certificate first above written.

Frances & Emirney, Entery Public is and for Los Angeles County, State of California My Commission Expires August 12, 1925.

Remorded at request of The Proples Abstract & Fitle Company Rept 20, 1925 at 5 Min Fact 9 A.M. in Book 2 Page 384 of OFFICIAL MECCAES Imperial County Records. Fres, \$1.50 hird E. Robdy, County Recorder

By L. E. Martin, Bepaty

ARREST O. PRINTED BY AL

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THE CAMPORNIA PARENT CO.

CHIEF TRIMETURE, State this Stat day of Poly 1985, 1985 between Albert C. Figure and Sire, Louise Finney, of Reavley, Imperial County, California, the parties of the first part, and DETER-CALIFORNIA RAILWAY COMPANY, a composation, the party of THE PARTY

That the maid parties of the first part, for and in consideration of the sme of Ten (10) Dollars, lawful noney of the United States of America, to them in hand paid by the said party of the sectual part, the receipt whereof is hereby acknowledged. do by these presents grant, bargain, sell, somey and confirm unto the said party of the second part, and to its emessages and assigns forever, all that certain piece er percel of land situate, lying and being in the County of Departel, State of California, and formied and particularly described as follows, to-mit:

A strip of land 100 feet wide coross the west and of Tract #1 in Township 16 South, Mange 16 Bant, San Sermardine Meridian, extending from the north line to the sorth line thereof a distance of 2640,0 feet, more or less, and lying between the materiy boundary line of the right of my for County Real running north and south along the westerly line of said fract 91, and a line from parallal to and 100 feet easterly from maid easterly boundary line of the right of way for County Band, contain-

rogsram with all and singular the tenements, hereithments and apports thereunte belonging, or in emprise appartaining, and the reversion and reversions. reminder and reminders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenames unto the said party of the accord part, and to its successors and assigne

FURTHERMORE, this correspond is given by the parties of the first part with the express understanding that party of the second part will countract a suitable mate : ditch on premises of the parties of the first part; said waste ditch to be maintained by the parties of the first part, their heirs and assigns forever.

IF FIXENCE THRESIT, the soil parties of the first part have hereunto not their hands and seals, the day and year first above written. \$1.00 DBES Cancelled ing 16 1925 F. Abst. & T. Co. Hi Centro. libert C. Pinney (SEAL)

STATE OF GALIFORNIA

Louise Firmey (SELL)

COURTS OF DEPTATE | an

On this Slot day of July in the year ninetesm jundred and teanty-three A.D. before no. Peter J. Scharts a Metery Public in and for the said County of -- State of California, residing therein, only commissioned and sworm, personally appeared Albert O. Finney and Leuine Finney personally knorn to me to be the persons whom names are subscribed to the within Instrument and schnowledged to me that they executed the mane.

IN WITHESS WHEREOF, I have bereunts not my band and affixed my official seal ,

in mid Granty the day and year in this certificate first above written. (NOTINIAL MEAL)

Peter J. Scharts Fotary Public in and far imperial downty, State of California.

Resired at request of the receipt America & Fixth School for 18 1928 at 1 min past 9 A.M. in Book 10, Page 187 of OFFICEA MICORDS, Imperial descrip Reserts. Peter (L. D BIN B. EDER! County Recepter.

By M. Andreses, Deputy,

CHOS THE REE IN LUMB LIMETALE!

First I, Milen Esever Mahard, do berely certify and declare that a certain Morigage, bearing date the lots day of July 1980, made and executed by Myren D. Witter and M. Athel Witter, his wife, Kertgagers to Blism Mesver Bubbard, Mertgages, restricted in the effice of the County Beautler of the County of Imperial, State of California, in Book 62 of Martgages, at page 15 on the 10th day of September 1920; together with the debt thursby meaured, is fully paid, satisfied and discharged.

IN WITHING VARIETY, I have hereunts set my hand and seel the 5th day of July Milen Heever Bubbard (Stal)

R. Donald Davis

STATE OF EDITIONS )

DOORT OF GIVEOUS

On this 8 day of July in the year of our land one themsend nine bundred and monty three defere me, S. Rumld Davis a Rotary Public in and for said Scenty and State, parecually expected Hilm Sever Enthard known to me to be the person where more subscribed to the within instrument, and acknowledged to me that who extended the name.

strans up hand and efficiel and.

(SOMETAL SEAL)

2. Denald Paris Schary Public in and for said Calinera County, State of Michigan,

th enterior explicate \$20.12/24.

Resorded at request of the RECTURE ADDITION & THESE COMMENT AND 14 1923 at I min past 9 A.M. in Book 10, Page 188 of OFFICIAL REPORTS. Emperial County Records. him is. HORDY, Geomety Records's.

by M. Inderson, Separty,

ASSIGNATE OF MORPHUS.

(MAY OF CHAMME)

EFOR ALL RIM BY PRINCIPLES: That W. R. King and W. S. Manusck the parties of the first part, for and in consideration of the dim of the Pollars in gold coin of the United States of America to us in band paid by O. O. Ballis, Agent, the party of the mesend part, the receipt whereat is hereby eximentedged, do by these presents grant, burgain,

Mr. F. L. McCaffery, General Auditor Inter-California Railway Company 65 Market Street San Francisco, California

Dear Sir:

Thank you for your letter of March 8, 1938, furnishing the Board information relative to the status under the Railroad Retirement Act of the Linter-California Railway Company.

Our information shows that the Inter-California Railway Company was incorporated in California on June 15, 1904, for the purpose of engaging in interstate commerce by railroad; and that with the exception of directors' qualifying shares all the stock of the Inter-California Railway Company is owned by the Southern Pacific Company. The Inter-California Railway Company is, therefore, a company controlled by a carrier by railroad subject to part I of the Interstate Commerce Act within the meaning of the Railroad Retirement Act.

Cur information reveals that prior to May 31, 1935, the Inter-California Railway Company owned lines of railroad both in the United States and Mexico; operated until May 31, 1935, by the Southern Pacific Company under lease as a part of the latter company's general transportation system. Of the two main lines, one extended from Niland, California, to the International Boundary at Callexico and the other from Araz Junction, California, to the International Boundary at Callexico Cantu. At the International Boundary at Callexico and Cantu, respectively, direct connections were made with the line of railroad owned by the Inter-California in did not operate about 85 miles of railroad in the United States prior to May 31, uated in the United States became the property of the Southern Pacific Company.

In addition to the railroad lines formerly owned by the Inter-California Railway Company in the United States our information shows that the Inter-California Railway Company at the present time owns and operates approximately 51 miles of railroad located entirely in Mexico. In operating over this line of railroad located entirely within the territorial limits of Mexico but extending to the International Boundary, the Inter-California Railway serves as a direct and important connecting link in the railroad transportation system of the Southern Pacific Railroad in handling both freight and passenger traffic originating in the United States, as well as in Mexico, en route to and from Los Angeles and other California termini. Although it appears that the lines of the Inter-California are now located entirely within Mexico, as indicated above, you state that certain employees of the Inter-California Railway Company render service to it within the territorial limits of the United States in the handling of shipments to and from Mexico through the Customs offices and in addition take care of certain other details incident to trans-shipments across the International Boundary. The service thus performed by the Inter-California Railway Company through these employees working for it within the United States is directly related to transportation by the Southern Pacific Railroad and is, therefore, a service in connection with transportation by railroad within the contemplation of the Railroad Retirement Act.

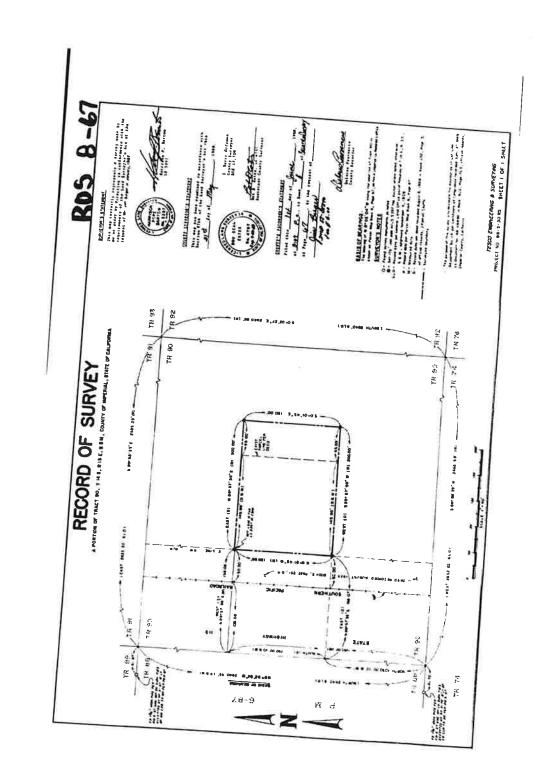
Upon the basis of the foregoing considerations it is my opinion that the Inter-California Railway Company is a company controlled by a carrier by

railroad subject to part I of the Interstate Commerce Act and engaged in performing a service in connection with transportation by railroad and is, therefore, an "employer" within the meaning of the Railroad Retirement Act. However, since it appears that the principal part of the business of the Inter-California Railway is performed outside of the United States, only california Railway Company within the United States should be reported to the Board.

In view of the information already furnished by you it will be unnecessary to execute our questionnaire Form LQ-1.

Very truly yours,

Lester P. Schoene General Counsel



RECORDING REQUESTED BY

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### Office of Secretary of State.



## J. Eugene Bunting, Secretary of State of the State of Delaware,

do hereby certify that the Certificate of Agreement of Hergar of the "SOUTHERN PACIFIC COMPANY", marging with and into the "SOUTHERN PACTIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth dry of November, A.D. 1959, at 8:35 o'clock A.M.

And I do hereby further certify that the aforesaid Commonstion is duly incorporated under the laws of the State of Delaware and to In good standing and has a legal corporate existence so far as the recards of this office show and is duly sutherized to transact but ince.

## In Testimony Thereof. Tharehorounto sol my hand

and official seal at Lover this second day of December in the year of our Lord one thousand nine hundred and mixty-mine.

Eng. Buty

## Narrative Overview

CitySwitch seeks approval for a Conditional Use Permit ("CUP"), a Height Variance ("Variance"), and any other permits or approvals necessary in order to install a communications facility on property located at APN# 039-310-022, Ted Kipf Road, Brawley, CA 92227. CitySwitch proposes to erect this tower and will be offering it as a shared facility to Union Pacific (with whom CitySwitch already has a commitment), AT&T Mobility, and any other communication carriers that have a need for a facility in this area. CitySwitch thus submits this Application (as that term is defined in Sections 92404.01 and 92405.01 of the Imperial County Land Use Code (the "Code")) seeking a CUP and Variance for the siting and construction of a new communication facility.

The proposed site is located in a S-2, Open Space/Preservation zone. Pursuant to Section 90519.02(d) of the Code, Communication Facilities are allowed in this district with CUP approval. The property consists of a railroad line in the desert, located northeast of Highway 78 – Ben Hulse Highway and the rail line.

The wireless communications facility that CitySwitch is proposing to install on the property for Union Pacific and AT&T is necessary to provide critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Glamis and the surrounding area, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless providers' technology operates at various radio frequency bands allocated by the FCC as part of their license.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at APN# 039-310-022 Ted Kipf Road, Brawley, CA 92227 is within the geographic area deemed necessary by radio frequency engineers for the anchor wireless telecommunications providers to provide uninterrupted services.

In accordance with Sections 92404.01 92405.01 of the Code, CitySwitch is submitting this Application to install a new Communications Facility. The proposed new communications facility

will consist of a 155'-0" tall monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0"  $\times$  20'-0" ground area.

After the initial construction, the facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via an easement with the proposed access entry point off 15 to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on Imperial County's utilities such as water and sanitation, as they are not used at the site.

In accordance with FCC regulations, the mobile service facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed communications facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed communications facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, CitySwitch will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC, and the proposed facility will comly with the FCC's RF emission standards. Any height, lighting or marking issues are also subject to the exclusive jurisdiction of the FAA, and the proposed facility will comply with the FAA's requirements for height, lighting, and marking.

LCC Telecom Services and Sherman & Howard, on behalf of CitySwitch, look forward to working with Imperial County to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure improved railroad communications and the best uninterrupted wireless services for Imperial County. This application addresses all applicable standards of Sections 92404.01 and 92405.01 of the Code and satisfies the requirements of those sections.

# Compliance with Section 92404.01 – General Requirements for Communications Facilities

All new, altered and re-permitted communication facilities in unincorporated areas of Imperial County, with the exception of those exempted under Section 92401.03, shall meet the following general requirements, regardless of the zone in which they are located:

- A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.
  - Telecommunications towers, along with related equipment are allowed with CUP approval in the S-2 Open Space/Preservation zone pursuant to Section 90519.02(d) of the ordinance.
- B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.
  - The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.
- C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.
  - If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.
- D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.
  - Due to the diminutive size of the parcel and the tower's location adjacent to the railroad tracks in the desert, there will be little impact on the surrounding environment.
- E. Height. All communication facilities shall conform to the following height requirements:

All communication facilities shall be of the minimum functional height, with
additional provisions for co-location, as allowed in the respective base zone unless a
variance is approved concurrent with a CUP. (For example, if the number of colocators that a particular facility is designed for is four and the required height is
eighty (80) feet, then the allowed height of the facility would be one hundred ten
(110) feet and if it is five co-locators, then it would be one hundred twenty (120)

The proposed monopole tower is designed to be 155'-0" with a 10' lightning rod for a total height of 165'-0". The proposed height is the minimum functional height for Union Pacific and AT&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans

2. All communication facilities constructed within three-quarters mile of a scenic corridor (as designated by the Imperial County General Plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.

According to the General Plan, the area is designated as Recreation/Open Space, there is no designation of a scenic corridor in the vicinity. Therefore, this section does not apply.

 Outside of the three-quarter-mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty (120) feet. A bonus of twenty (20) additional feet per facility, up to a maximum height of three hundred (300) feet, is permissible for operators co-locating on a single facility.

The proposed tower height is 155'-0" and a height variance has been requested as part of this application.

4. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve (12) feet taller than the roof of the building on which it is mounted, unless facility is fully screened and height does not exceed height permitted by applicable zoning code.

The application is for a new communications tower facility and not a rooftop facility. Therefore, this section does not apply.

5. If an operator wishes to apply for an exception to these height limitations, then the facility shall be subject to the provisions at Title 9 relating to conditional use permits and variances hearing processes.

The proposed tower height is 155'-0" and a height variance has been applied for as part of this application.

- F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.
  - Ground- and tower-mounted antennas and all sound structures shall be located within areas where substantial screening by vegetation, landform and/or buildings can be achieved. Additional vegetation and/or other screening may be required as a condition of approval. Each structural screening shall be based on a recommendation from the planning department having addressed the visual impacts, which in some instance may, in fact, warrant no screening.

No screening is proposed with this application. The proposed tower site is within the railroad right-of-way in the desert with no residential structures in the area.

2. The projection of structure-mounted antennas from the face of the structure to which they are attached shall be minimized.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure. Therefore, this section does not apply.

3. Roof-mounted antennas shall be set back from the edge of the roof a distance greater than or equal to the height of the antenna, except when the antennas are fully screened. For roofmounted antennas, a screening structure that is architecturally compatible with the building on which it is mounted may also be required as a condition of approval. Antenna panels mounted flush on the outside of the parapet wall of an existing building and painted to match the exterior of the building may be allowed.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure. Therefore, this section does not apply.

G. Radio Frequency Exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communications facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a

facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the county.

All spectrum used by both railroad users and wireless providers are solely regulated by the FCC which includes the power densities, therefore, no signals will exceed the current FCC adopted standards for human exposure.

H. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

All cabling is proposed for the interior of the monopole and will be in accordance with the NEC guidelines. In the event that any future cabling needs to be on the exterior of the tower, a cable tray painted to match the tower will be used.

I. Painting and Lighting. All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone color. All towers shall be lit with approved lighting as required by the FAA and the Airport Land Use Commissions Standards.

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be 155'-0" with a 10'-0" lightning rod for a total height of 165'-0" which is below the 200' threshold requiring lighting per the FAA. Therefore, no lighting will be provided.

J. Noise. All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred (100) feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty (50) L dn at the facility site's property lines.

The proposed wireless communications facility does not generate significant noise. The proposed facility will not initially have a back-up generator, therefore there will be no noise generated at the site. There are no residential zone parcels within one hundred (100) feet of the proposed facility. Therefore, no noise attenuation measures will be necessary.

K. Accessory Structures. Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

The proposed facility will be in compliance with all local, state and federal guidelines, therefore the zero setback will be applicable. Additionally, the equipment will be architecturally compatible with the rest of the communications facility and surrounding area.

L. Roads and Parking. Communication facilities shall be served by the minimum roads and parking areas necessary and shall use existing roads and parking areas whenever possible.

A 12' wide gravel access road is proposed to run parallel to the train tracks in the Union Pacific right-of-way. The access road will connect to Highway 78 – Ben Hulse Highway, just south of the tracks.

M. Provisions for Future Co-location. All commercial communication facilities shall be encouraged to promote future facility and site sharing. Technical evidence will be provided as to the infeasibility either technical and/or economic, of co-location or grouping prior to the issuance of a new use permit for a facility that would not be considered to be co-located or grouped under this ordinance.

There is an existing tower owned by SBA Structures, LLC which is located approximately 0.30 miles southeast of the proposed tower site. AT&T is currently colocated on that tower, however, the lease rate has sharply increased over the term of the agreement and has caused an economic burden which is shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. As shown on the drawings the proposed tower is designed to potentially add five additional future carriers.

N. Removal Upon Discontinuation of Use. All equipment associated with a communication facility shall be removed within one hundred eighty (180) days of the discontinuation of the use and the site shall be restored to its original pre-construction condition. The operator's agreeing to such removal and allowing the county access across private property to effect such removal shall be a condition of approval of each permit issued. At its discretion, the county may require a financial guarantee acceptable to the county to ensure removal.

CitySwitch agrees to removal of the tower in the event it is no longer in use for more than 180 days as a condition of the Conditional Use approval.

O. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

The proposed wireless communications facility is an accessory use on the property to the principal use of the railroad. As stated above, this will not preclude the installation of antennas on within the right-of-way.

P. Lot Size. For purposes of determining whether the installation of a facility complies with county development regulations, including, but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

The proposed tower is going to be located within the railroad right-of-way, therefore the development regulations do not strictly apply to this facility because there is no actual lot size. The proposed tower will be designed to collapse onto itself in the unlikely event of a failure. The surrounding area is desert, so even an unlikely failure will not have an impact.

Q. Inventory of Existing Sites. Each applicant for a facility shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for facilities, that are either within the jurisdiction of Imperial County or within one mile of the border thereof, including specific information about the location, height and design of each facility. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this ordinance or other organizations seeking to locate facilities within the jurisdiction of Imperial County, provided, however that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

#### See attached Coverage Plots.

- R. Aesthetics. Towers and antennas shall meet the following requirements:
  - a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

The proposed tower will maintain a galvanized steel finish so as to reduce visual obstructiveness.

b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

The proposed support equipment will consist of galvanized metal equipment cabinets that are similar to gym lockers. The materials will match the tower and fit in with the natural surroundings.

c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure, therefore this provision does not apply.

S. Lighting. Towers shall not artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and community.

The proposed tower is going to be 155'-0" with a 10'-0" lightning rod for a total height of 165'-0" which is below the 200' threshold requiring lighting per the FAA, therefore no lighting will be provided.

T. State or Federal Requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

The proposed tower will meet and / or exceed all FAA, FCC, and any other agencies of the State of California or federal government with authority to regulate towers and antennas. In the event of a change in regulations, CitySwitch and the providers colocated on the tower will make their equipment compliant.

U. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the county concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

CitySwitch will be compliant with all Electronic Industries Association along with any local, state, or federal guidelines relating to the construction and maintenance of the communications facility.

V. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the county of Imperial according to the provisions of Title 9 for the respective base zone.

Noted, the setbacks are shown on the drawings and the separation distance has been calculated based on the coordinates of the existing tower and the coordinates for the SBA tower shown on the FCC ASR Search website.

W. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.

CitySwitch, Union Pacific, and AT&T Mobility are private corporations and are not essential service providers.

X. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in Imperial County have been obtained and shall file a copy of all required franchises with the planning director.

Any required certifications of franchise will be filed with Imperial County as required.

Y. Public Notice. For purposes of this ordinance, any conditional use permit request, variance request, or appeal of an administratively approved CUP or special use permit shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed for a CUP or variance in the respective base zone, under Title 9, in addition to any notice otherwise required by the planning director.

CitySwitch will comply with any notice obligations for the CUP process, to the extent the public notice is not required by Imperial County.

Z. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

The only signage displayed on the communications facility site will be that which is required by federal regulations, specifically those signs needed for health and safety reasons.

AA. Buildings and Support Equipment. Buildings and support equipment associated with antennas or towers shall comply with requirements of Title 9.

All support equipment used in the communications facility will comply with the requirements of Title 9.

BB. Multiple Antenna/Tower Plan. Imperial County encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

CitySwitch is submitting three (3) total applications for sites within Imperial County.

# Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

All communication facilities not specifically exempted from these regulations are subject to one of the two permit processes described below. Both processes include a conditional use permit and may have a concurrent variance. Applications for all permits required pursuant to this division shall be made in writing on a form prescribed by the planning director, and shall be accompanied by plans and data to assure the fullest practical presentation of facts for the permanent record. Such application shall be accompanied by a fee or fees as may be set by the board of supervisors. No part of such fee shall be refundable.

- A. Conditional Use Permit before the planning director. Certain communication facilities may be conditionally approved by the planning director, as described in this subsection.
  - 1. Qualifying Facilities. The following types of communication facilities qualify for a use permit before the planning director:
    - a. Receive-only radio and television antennas and satellite dishes or antennas that do not qualify for exemption under Section 92401.3, including multiple antennas or dishes on a single parcel.
    - b. Amateur radio facilities that do not qualify for exemption under Section 92401.3. When required, a conditional use permit before the planning director shall be granted to amateur radio operators with no fee.
    - c. Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 92401.04 and hold an executed license or lease agreement.
    - d. Co-located communication facilities, regardless of zone, provided they comply with the general requirements in Section 92401.04.

The proposed wireless communications is located within the Union Pacific right-of-way and does not qualify for a CUP before the Planning Director.

- 2. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as, the following additional findings:
  - a. The facility complies with all applicable Section 92401.04.

The application includes all items required in Section 92401.04 and complies with all requirements in said section.

b. The facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio-frequency energy emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to included a RF Environmental Evaluation Report as spelled out in Section 92401.08.

c. The facility blends in with its existing environment and will not have significant adverse visual impacts.

The proposed tower is being located within an existing railroad right-of-way in the desert and will not have a significant adverse visual impact on surrounding area.

- 3. Administrative Approval Process. The planning director may administratively approve a proposed communication facility by using the following process:
  - a. Each applicant for administrative approval shall apply to the planning director providing the information and fees set forth in Section 92401.09 of this ordinance.
  - b. The planning director shall review the application shall review the application for administrative approval and determine if the proposed use complies with Sections 92401.04 and 92401.05 of this ordinance.
  - c. The planning director shall respond to each such application within sixty (60) days after receiving it by either approving or denying the application.
  - d. In connection with any such administrative approval, the planning director may, in order to encourage shared use, administratively waive any setback requirements or separation distances between towers in the base zone by up to fifty percent (50%).
  - In connection with any such administrative approval, the planning director may, in order to encourage the use of monopoles, administratively allow the reconstruction of an existing tower to monopole construction.
  - f. If an administrative approval is denied, the applicant shall file an application for a conditional use permit pursuant to Section 91401.05B. prior to filing any special appeal that may be available under the Title 9.

The proposed wireless telecommunications facility requires a Conditional Use Permit and a Height Variance, therefore this site does not meet the criteria for an Administratively Approved site.

4. List of Administratively Approved Uses. The following uses may be approved by the planning director after conducting an administrative review:

- a. Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.
- b. Locating antennas or existing structures or towers consistent with the terms of subsections (1) and (2) below.
  - (1) Antennas on existing structures. Any antenna, which is not attached to a tower, may be approved by the planning director as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units, provided:
    - (a) The antenna does not extend more than thirty (30) feet above the highest point of the structure;
    - (b) The antenna complies with all applicable FCC and FAA regulations;
    - (c) The antenna complies with all applicable building codes.
  - (2) Antennas on existing towers. An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
    - (a) A tower which is modified or reconstructed to accommodate to collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
    - (b) Height.
      - (i) An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height, to accommodate the collocation of an additional antenna.
      - (ii) The height change referred to in subsection (b)(i) may only occur one time per communication tower.
      - (iii) The additional height referred to in subsection (c)(i) shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separation.
    - (c) On-site location.
      - (i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty (50) feet of its existing location.
      - (ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
      - (iii) A relocation onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to the base zone.
      - (iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands shall only be permitted when approved by the planning director.

- c. New towers in nonresidential zones. Locating any new tower in a nonresidential zone other than industrial or heavy commercial, provided a licensed professional engineer certifies that the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals set forth in [Section] 92401.00 and the requirements of Section 92401.04; the tower meets all setback and separation requirements of the base zone; and the tower meets the following height and usage criteria:
  - (1) For a single user, up to ninety (90) feet in height;
  - (2) For two users, up to one hundred twenty (120) feet in height; and
  - (3) For three or more users, up to one hundred twenty (120) feet in height; and
  - (4) For four or more users up to one hundred eighty (180) feet in height.
- d. Locating any alternative tower structure in a zone other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in Section 92401.00 of this ordinance.
- e. Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

The proposed wireless telecommunications facility requires a CUP and a Variance for height. Therefore, this site does not meet the criteria for an Administratively Approved site.

- B. Conditional Use Permit before the planning commission. All other communication facilities or any facility requiring an exception to these regulations shall require a conditional use permit with a public hearing before the planning commission.
  - 1. Qualifying Facilities. A conditional use permit is required for any communication facility that is not exempt under these regulations and that does not qualify for a conditional use permit before the planning director.

The proposed 155'-0" monopole tower is not exempt under Section 92401. Therefore, a Conitional Use Permit and Variance for height are required.

- 2. Required Findings. In order for the planning commission to approve a proposed communication facility under a conditional use permit, the commission shall make the findings required for a conditional use permit, as well as the following additional findings:
  - a. No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility. This finding shall be based on the results of an alternatives analysis, as described in Section 92401.06, below.

AT&T Mobility is currently located on the existing SBA tower which is approximately 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

- b. Facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio frequency exposure emitted by the facility and any nearby facilities will be consistent with FCC regulations.
  - The proposed installation is not required to included a RF Environmental Evaluation Report as spelled out in Section Section 92401.08.
- c. The facility blends in with its existing environment and will not have significant visual impacts.
  - As stated above, the proposed facility is located within the Union Pacific railroad right-of-way and is located in the desert. The proposed facility will not have a significant visual impact on the surrounding area.
- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.
  - The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.
- Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.
  - CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is within the Union Pacific Railroad right-of-way and will designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

6. Professional Engineer. Any information of an engineering nature that the applicant submits, whether civil, mechanical or electrical, shall be certified by a licensed professional engineer.

All required information relating to the engineering of this site will be certified a California licensed professional engineer, including all civil, mechanical or electrical documents.

## Conditional Use Permit Standards

## 90203.09 Action on a conditional use permit.

An application for a conditional use permit shall be reviewed, and approved, conditionally approved, or denied by the decision-making authority.

The authority may approve or conditionally approve an application only if it finds all of the following:

A. The proposed use is consistent with the goals and policies of the adopted county general plan;

#### Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

#### **County Population**

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

#### Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

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

The proposed communications facility is consistent with the with the purpose of the zone within which it will be located. Per Section 90519.00, the "primary intent" of the S-2 zone is "to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The S-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the S-2 zone, such uses must be compatible with the intent of the open space and conservation element of the general plan."

In this case, a communications facility is an allowable use in the zone with conditional use approval. The site is located approximately 0.06 miles northwest of the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road and will serve to ensure a robust wireless network for AT&T and Union Pacific in this area.

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;
  - Communications towers are an articulated conditional use in the S-2 (Open Space/Preservation) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.
- D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;
  - The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.
- 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;
  - Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public

or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Wireless telephones provide an alternate communication system which has repeatedly proven its effectiveness in emergency situations and is commonly being used by police and fire departments to protect the general public's health, safety, and welfare. All wireless telecommunications facilities are governed by FCC and FAA regulations. As such, all spectrum used to provide a wireless signal are allocated by the FCC which has deemed the signals will not cause any health-related affects.

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

The application on behalf of CitySwitch, Union Pacific and AT&T conforms to the applicable regulations of the S-2 zone and the facility in allowable as a conditional use in that zone. The proposed wireless telecommunications facility is also designed to conform to all federal, state and local regulations.

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

No special privilege will be granted to CitySwitch, Union Pacific or AT&T by granting the Conditional Use Permit. AT&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

### Variance Standards

56620959.1

The planning director, the planning commission and/or the board of supervisors, shall approve, approve subject to conditions or disapprove a variance with the following findings:

A. Findings. Approval or conditional approval may be granted only if the director/commission/board of supervisors first determines that the variance satisfies the criteria set forth in Government Code Section 65906, and the following findings can be made:

1. That there are special circumstances applicable to the property described in the variance application, that do not apply generally to the property or class of use in the same zone or vicinity;

The proposed location has special circumstances that are not applicable to other properties in the area. The proposed location is within Union Pacific's right-of-way and will host communication equipment for railroad use and will also service wireless providers. The property is located in a railroad right-of-way within the desert, there are no residential properties in the area that would be affected.

2. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity in which the property is located;

The proposed variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity. The area is a mostly undeveloped area in the desert located approximately 0.06 miles northwest of the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The location is far removed from any residential uses.

3. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications;

There are special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications. The proposed location is within Union Pacific's right-of-way and will host communication equipment that will service wireless providers along with the railroad's needs. The height required for the proposed tower is necessary to allow for the Union Pacific Railroad and AT&T to utilize the tower to provide the necessary signal.

4. That the granting of such variance will not adversely affect the comprehensive general plan.

The granting of such variance will not adversely affect the comprehensive general plan. As previously stated:

#### Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

#### **County Population**

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

#### Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

- B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.
- C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

## **Alternatives Analysis**

For a facility requiring a conditional use permit before the planning commission, an alternatives analysis shall be prepared by or on behalf of the operator, as described below.

A. Alternatives to be Considered. The alternatives analysis shall consider alternative locations and designs for the proposed facility, including those which would not require a conditional use permit. At a minimum, alternatives included in the analysis shall include: (1) co-location at all existing communication facilities whether in the unincorporated area of the county, a city or an adjacent county; (2) lower, more closely spaced communication facilities; and (3) mounting on any existing nonresidential structure within one-half mile of the proposed facility in the unincorporated area of Imperial County. The alternatives analyzed shall be approved by the planning director. For facilities to be located near an incorporated city, the analysis shall also explain why siting within the city is not possible.

Union Pacific and AT&T have considered co-location on existing facilities and deemed that no other tower in the area is appropriate for the following reasons.

- (1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.
- (2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.
- (3) AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of Highway 78 Ben Hulse Highawy and Ted Kipf Road. The nearest incorporated city is Holtville, California which is approximately 21 miles west of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

B. Findings. The alternatives analysis shall show whether or not the proposed siting and design would have the least possible environmental and visual effect on the community and whether any alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility.

The proposed location for the CitySwitch communications facility is within the right-of-way of the Union Pacific railroad line northwest of the intersection of Highway 78 – Ben Hulse Highawy and Ted Kipf Road. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.30 miles southeast of the proposed facility, Imperial County has already deemed that a communications facility would be visually acceptable in this area. Additionally, CitySwitch has chosen to use a monopole design for the tower which is the least obtrusive design for a 155' tower in this area.

C. Review. The planning director may, at his or her discretion, employ on behalf of the county an independent technical expert to review this alternative analysis. The operator shall bear the reasonable costs of this review.

Based on the information submitted in the Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC included as part of this application, CitySwitch believes a third party is not necessary, however, if deemed necessary by the planning director, CitySwitch will bear the reasonable costs for this review.

## Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC



AT&T Mobility Services LLC Tower Strategy 17000 Cantrell Rd. Little Rock, Arkansas 72201

### SWORN STATEMENT OF SPENCER GAMBRELL IN SUPPORT OF NEW TOWER CONSTRUCTION

### BY CitySwitch H-A, LLC

PULASKI COUNTY	)
STATE OF ARKANSAS	) ss. )

Spencer Gambrell, being first duly sworn on oath, deposes and says that:

- I am an adult resident of the State of Arkansas and serve as Director-Network Planning for 1. AT&T Wireless ("AT&T").
- I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or 2. economically burdensome antenna site leases that accommodate AT&T's communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.
- I am familiar with the proposed tower to be constructed by CitySwitch II-A, LLC "CitySwitch") at Fed Kipf Road, Brawley, California 92227, APN 039-310-022 (the "CitySwitch Tower"). I am also familiar with the existing communications tower (the "SBA Tower") owned by SBA Fowers II, LLC ("SBA") which is located at Glamis Beach Store, Glamis, California 99283. Both the existing SBA Tower and the location of the proposed CitySwitch Tower are located in AT&T's coverage search ring for this part of imperial County.
- AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the "Wireless Facilities"). AT&T has located its Wireless Facilities on the Tower since [3/3/2005] but AT&T now desires to relocate its Wireless

Facilities onto the City Switch Tower as the SBA Tower has become a high-cost antenna site structure for AT&T. 5.

This sworn statement is made to attest that having its Wireless Facilities remain on the Tower, which is the only existing communications support structure in AT&T's search ring, is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated its Wireless Facilities to the CitySwitch Tower and, thus, would materially inhibit AT&T from improving and maintaining wireless services.

### Co-Location on the SBA Tower is Economically Burdensome.

- AT&T maintains a co-location agreement with SBA for the SBA Tower. Under this 6. agreement, SBA increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the BBA Tower. AT&T anticipates future rent increases and costs from SBA if it remains co-located at the SBA Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the SBA Tower.
- The current rent charged by SBA to co-locate on the SBA Tower is over [Five] times what CitySwitch will charge AT&T to co-locate on the CitySwitch Tower. Pursuant to the agreement between AT&T and CitySwitch, annual rent increases are less than the annual rent increases charged by SBA. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the SBA Tower versus relocating on the CitySwitch Tower is well over [Six] million dollars.
- Since AT&T located on the SBA Tower in [3/3/2005], rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since [3/3/2005], which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from SBA. Unlike other tower companies, SBA has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.



- 9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in decommissioning its Wireless Facilities installation on the SBA Tower and relocating to the CitySwitch Tower. Despite these relocation costs, the CitySwitch Tower remains a better co-location option for AT&T.
- 10. AT&T has made this determination because the current rents and other charges to co-locate on the SBA Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as CitySwitch
- 11. AT&T has entered into nationwide development and master lease agreements with CitySwitch, which I am familiar with. Under these agreements, CitySwitch will construct, at its own expense, its own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by CitySwitch.
- 12. Per these agreements and as is the case with the CitySwitch Tower, AT&T pays CitySwitch rent in return for 30,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.
- 13. There are no other structures (other than the SBA Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

  14. The economic to the search ring is the search ring in the search ring in the search ring in the search ring is the search ring in the search ring in the search ring is the search ring in the search ring in the search ring is the search ring in the search ring in the search ring is the search ring in the
- 14. The economic terms imposed upon AT&T by SBA to remain co-located on the SBA Tower are not cost-effective and are economically burdensome for AT&T especially when the nearby CitySwitch Tower presents a more competitive and flexible co-location option.

### The CitySwitch Tower Provides Superior Mobile Service Functionality.

15. Technological changes and market trends in the wireless communications industry require AT&T to continuously upgrade its Wireless Facilities. AT&T is also obligated to build out FirstNet, which is our country's first nationwide integrated data network for providers of emergency services.



AT&T's lease agreement for the Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the SBA Tower, it must apply to SBA which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities. 16.

Conversely, AT&T's master tower lease agreement with CitySwitch allows AT&T to rent 30,000 square inches of tower space and loading on a CitySwitch Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the Spencer Gambrell

Subscribed and sworn to before me this 28 day of February 2023.

Notary Public State of Arkansas My Commission Expires





AT&T's lease agreement for the Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the Tower, it must apply to which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities. 16.

Conversely, AT&T's master tower lease agreement with 30,000 square inches of tower space and loading on a Tower. This space and loading capacity allows AT&T to rent is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the Tower with little to no delay.

Spencer Gambrell

Subscribed and sworn to before me this 28 day of February, 2023.

Notary Public State of Arkansas My Commission Expires



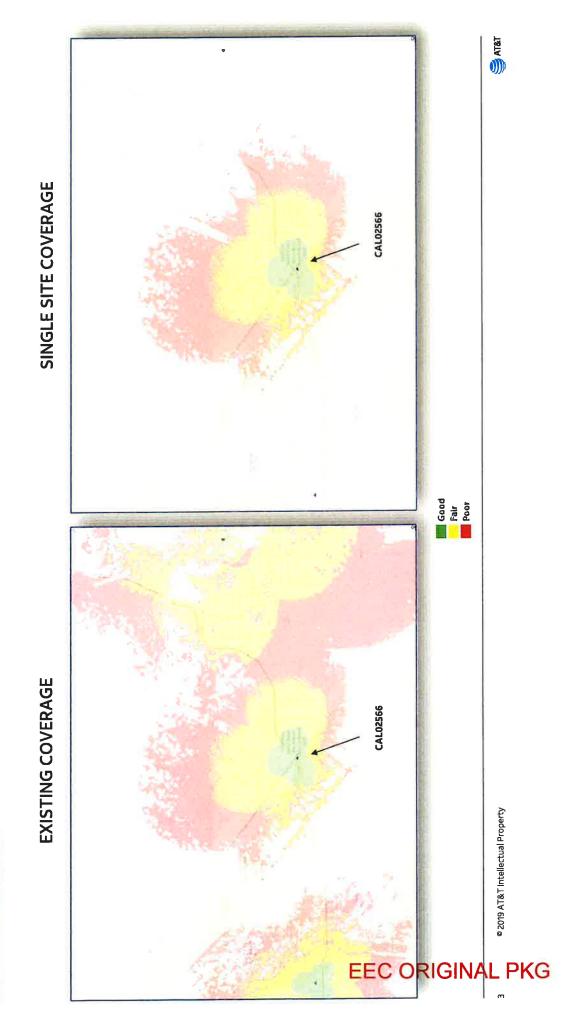
### Carrier Coverage Plots



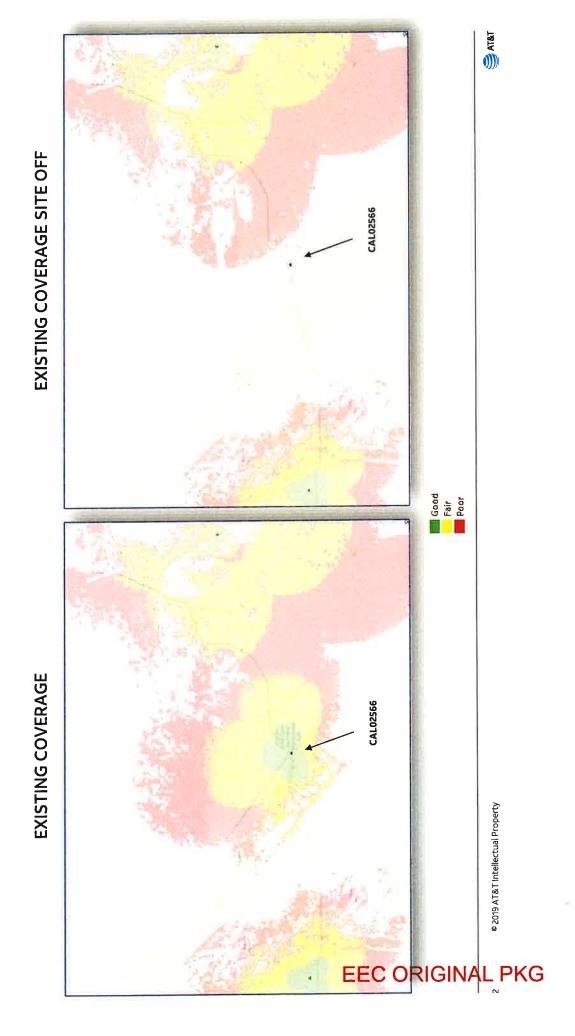
# CAL02566 COVERAGE PLOTS



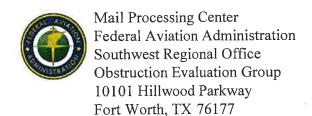
# CAL02566



# CAL02566



### **FAA** Determination Letter



Issued Date: 08/29/2022

Leslie Lindeman Palm-Tech Consulting, LLC 11365 Little Bear Way Boca Raton, FL 33428

### \*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\*

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:

Antenna Tower Ben Hulse

Location:

Brawley, CA

Latitude:

32-59-53.92N NAD 83

Longitude:

115-04-18.00W

Heights:

337 feet site elevation (SE)

165 feet above ground level (AGL) 502 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 02/29/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12867-OE.

Signature Control No: 539124036-551428703

(DNE)

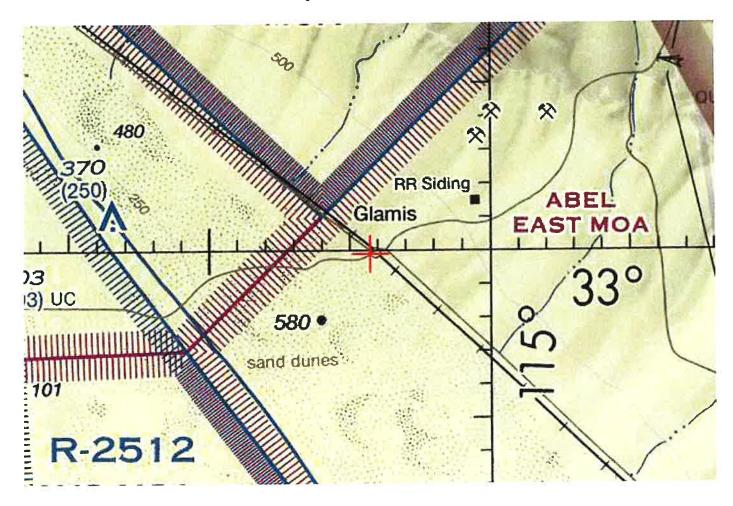
Vivian Vilaro Specialist

Attachment(s) Frequency Data Map(s)

cc: FCC

Fi-quency Data for ASN 2022-AWP-1286 - OE

ABS   SS   BBW	LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6 7 GHz 42 dBW 6 7 GHz 55 dBW 10 11.7 GHz 42 dBW 110 11.7 GHz 42 dBW 110 11.7 GHz 42 dBW 110 11.7 GHz 42 dBW 117.7 19.7 GHz 55 dBW 117.7 19.7 GHz 42 dBW 11850 1990 MHz 55 dBW 1190 MHz 50 dBW 110 W W 1110 W W 1111 MHz 50 W W 1111 MHz 5	FREQUENCY			55	dBW
6 7 GHz 55 dBW 10 11.7 GHz 42 dBW 10 11.7 GHz 55 dBW 11.7 GHz 55 dBW 11.7 GHz 55 dBW 11.7 19.7 GHz 55 dBW 11.7 19.7 GHz 42 dBW 11.7 1000 W 11.7 100 W 11.7 1000	6	7			dBW
10		7			dBW
10		11.7			dBW
17.7 19.7 GHz 42 dBW 17.7 19.7 GHz 42 dBW 17.7 19.7 GHz 55 dBW 21.2 23.6 GHz 1000 W 614 698 MHz 500 W 618 806 MHz 500 W 806 901 MHz 500 W 806 824 MHz 500 W 824 849 MHz 500 W 851 866 MHz 500 W 851 869 MHz 500 W 899 901 MHz 500 W 899 901 MHz 500 W 896 901 MHz 500 W 897 901 MHz 77 W 901 902 MHz 77 W 901 902 MHz 3500 W 929 932 MHz 3500 W 929 931 MHz 3500 W 931 932 MHz 1000 W 935 940 MHz 1000 W 936 935 940 MHz 1000 W 937 936 941 MHz 500 W 948 940 941 MHz 500 W 949 941 MHz 500 W 940 941 MHz 500 W 950 W 960 MHz 1640 MHz 1640 W 960 MHz 1640 MHz 1					dBW
17.7 19.7 19.7 GHz 21.2 23.6 GHz 21.2 23.6 GHz 42 dBW  21.2 21.2 698 MHz 1000 W 614 698 MHz 1000 W 698 806 MHz 500 W 806 806 801 MHz 500 W 806 806 824 MHz 500 W 824 849 MHz 500 W 824 851 866 MHz 500 W 851 869 894 MHz 500 W 869 896 901 MHz 500 W 897 896 901 MHz 500 W 898 896 901 MHz 500 W 898 896 901 MHz 500 W 898 890 W 891 891 892 MHz 500 W 892 MHz 500 W 898 896 901 MHz 500 W 898 896 901 MHz 500 W 897 901 902 MHz 3500 W 902 903 MHz 3500 W 903 903 903 MHz 3500 W 903 903 903 MHz 3500 W 904 903 MHz 3500 W 904 904 MHz 1000 W 905 MHz 1000 W 906 MHz 1000 W 907 MHz 1000 W 908 908 909 MHz 1000 W 909 MHz 1000 W 909 MHz 1000 W 909 MHz 1000 W 900					dBW
11.7 21.2 23.6 GHz 42 dBW 21.2 dBW 21.2 23.6 GHz 42 dBW 21.2 dBW 2200 W MHz 2000 W MHz 300 W MHz			GHz		
21.2			GHz		
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614 614 698 806 MHz 500 W 806 806 807 806 807 806 807 806 807 807 807 807 807 808 808 808 808 809 809 808 809 809 809			MHz		
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698       300       MHz       500       W         806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         901       902       MHz       3500       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         932       932       MHz       1000       W         935       940       MHz       3500       W         940       941       MHz       500       W         1670       1675       MHz       500       W         1710       1755       MHz       1640       W         1850       1910       MHz       1640       W <t< td=""><td></td><td></td><td></td><td></td><td></td></t<>					
806       901       MHz       500       W         806       824       MHz       500       W         824       849       MHz       500       W         851       866       MHz       500       W         869       894       MHz       500       W         896       901       MHz       500       W         901       902       MHz       7       W         901       902       MHz       3500       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         932       932.5       MHz       1000       W         935       940       MHz       1000       W         935       940       MHz       3500       W         940       941       MHz       500       W         1670       1675       MHz       500       W         1710       1755       MHz       1640       W         1850       1910       MHz       1640       W					
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851       804       MHz       500       W         869       894       MHz       500       W         896       901       MHz       7       W         901       902       MHz       3500       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         932       932.5       MHz       1000       W         935       940       MHz       3500       W         940       941       MHz       500       W         1670       1675       MHz       500       W         1710       1755       MHz       1640       W         1850       1910       MHz       1640       W         1850       1990       MHz       1640       W         1930       1990       MHz       500       W         1990       MHz       500       W         2110       2200       MHz       500       W         2305       2360       MHz       2000       W	824			500	
869       894       MHz       500       W         896       901       MHz       7       W         901       902       MHz       3500       W         929       932       MHz       3500       W         930       931       MHz       3500       W         931       932       MHz       17       dBW         932       932.5       MHz       1000       W         935       940       MHz       3500       W         940       941       MHz       3500       W         1670       1675       MHz       500       W         1710       1755       MHz       1640       W         1850       1910       MHz       1640       W         1850       1990       MHz       1640       W         1930       1990       MHz       500       W         1990       MHz       500       W         2110       2200       MHz       2000       W         2305       2360       MHz       2000       W         2305       2360       MHz       2000       W <td>851</td> <td></td> <td></td> <td>500</td> <td></td>	851			500	
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1710 1755 MHZ 1640 W 1850 1910 MHZ 1640 W 1850 1990 MHZ 1640 W 1930 1990 MHZ 500 W 1990 2025 MHZ 500 W 2110 2200 MHZ 2000 W 2305 2360 MHZ 2000 W 2305 2310 MHZ 2000 W 2305 2360 MHZ 500 W 2305 2310 MHZ 500 W 2306 W 2307 MHZ 5000 W 2308 MHZ 5000 W 2309 MHZ 5000 W 2309 MHZ 5000 W 2309 MHZ 5000 W		1675			W
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22.45 (.200 )					
2343 MHz 300	2345			500	VV
2496 2690 MHZ	2496	2090			



### **Fall Zone Certification**



March 3, 2023

Tim Cook CitySwitch, LLC 1900 Century Place NE, Suite 320 Atlanta, GA 30345

RE: Proposed 155' Sabre Monopole for Ben Hulse, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for an Ultimate Wind Speed of 98 mph, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-H-2017 "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures". The monopole will also mee the requirements of the 2022 California Building Code.

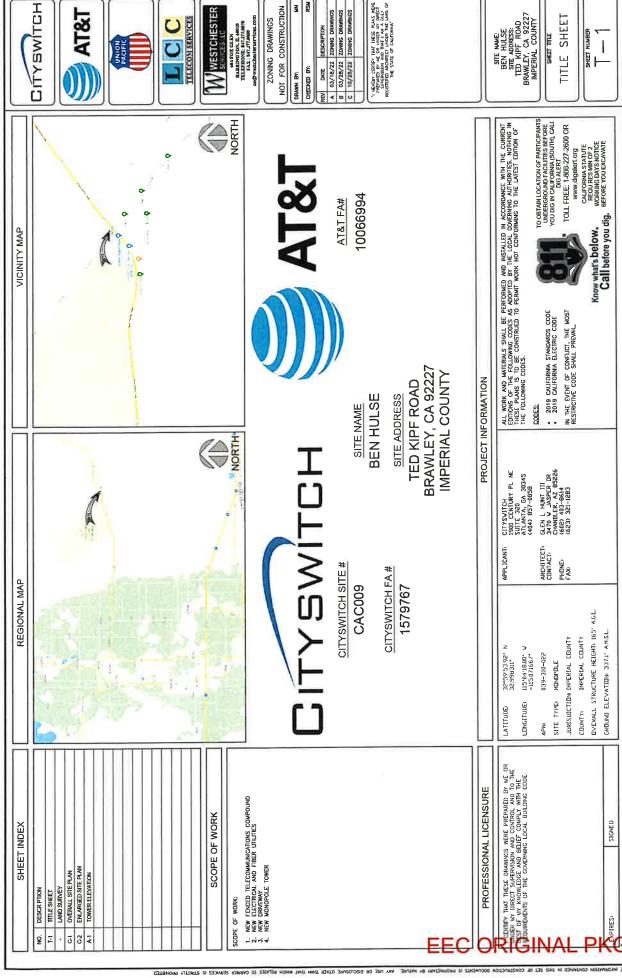
When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

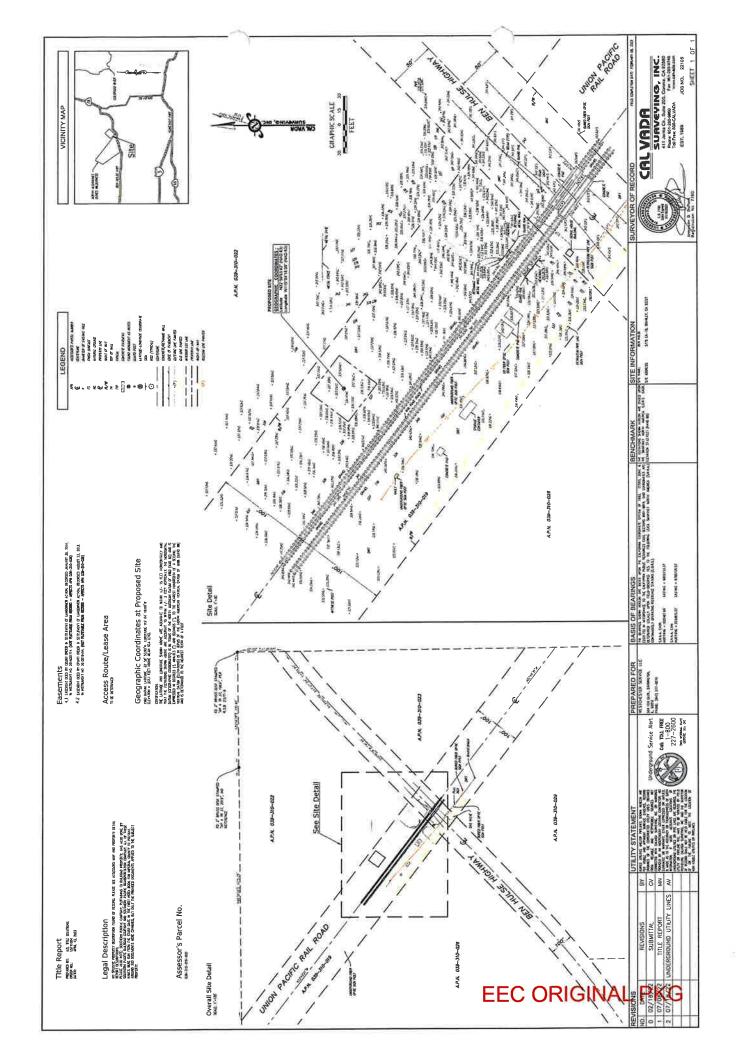
Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a fall radius of 12 feet or less at ground level. *Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries.* 

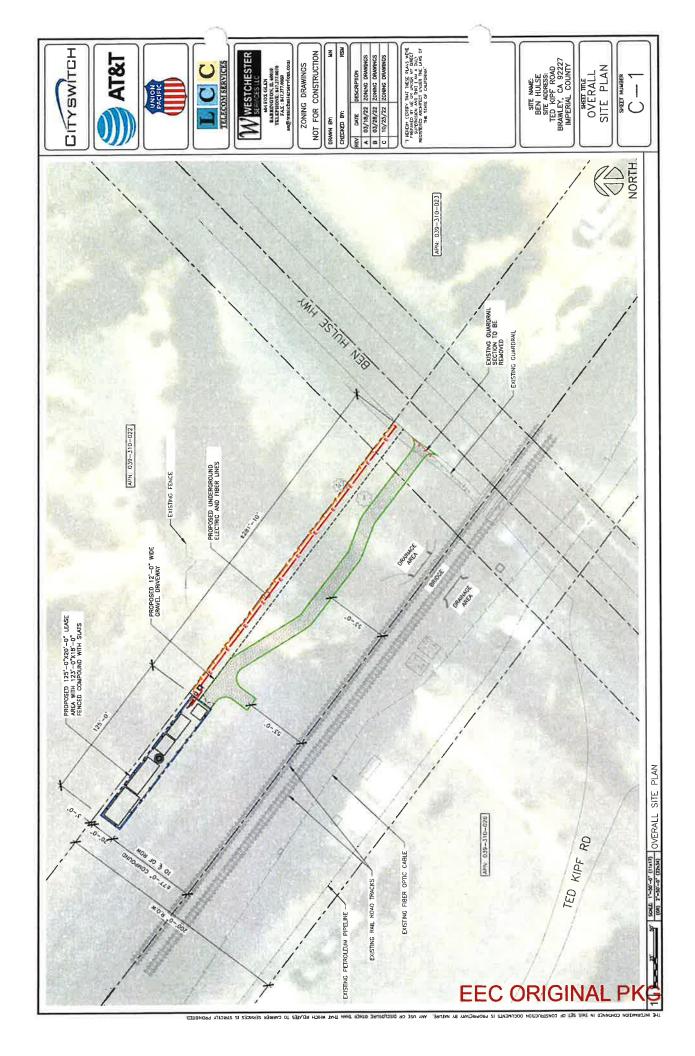
Sincerely,

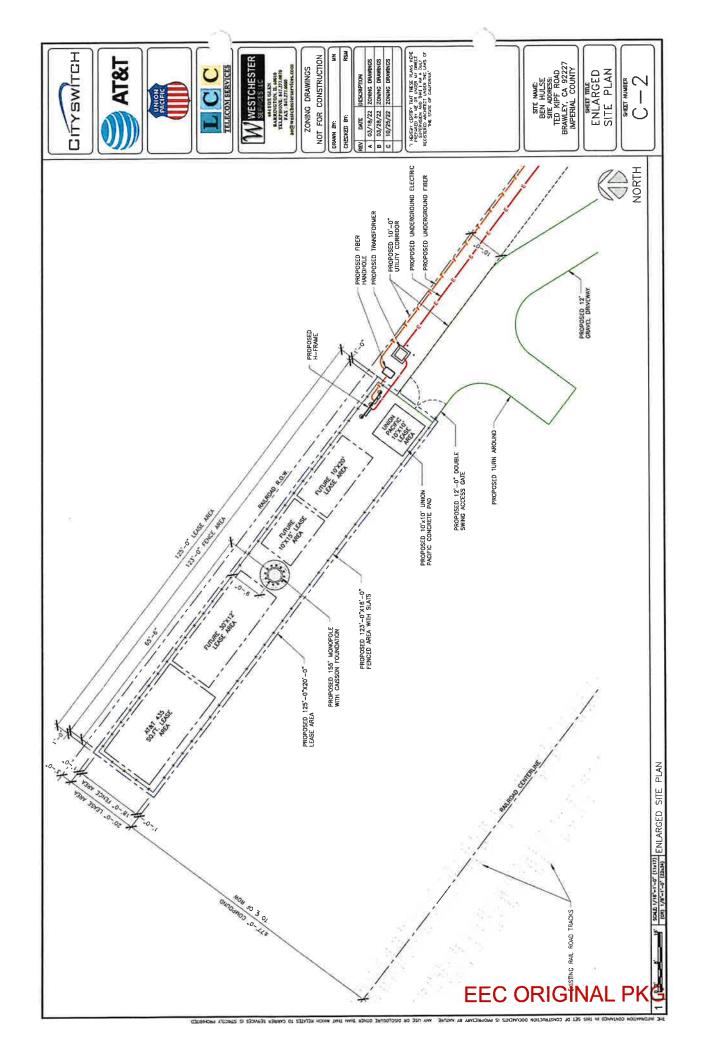
Keith J. Tindall, P.E. Vice President, Telecom Engineering

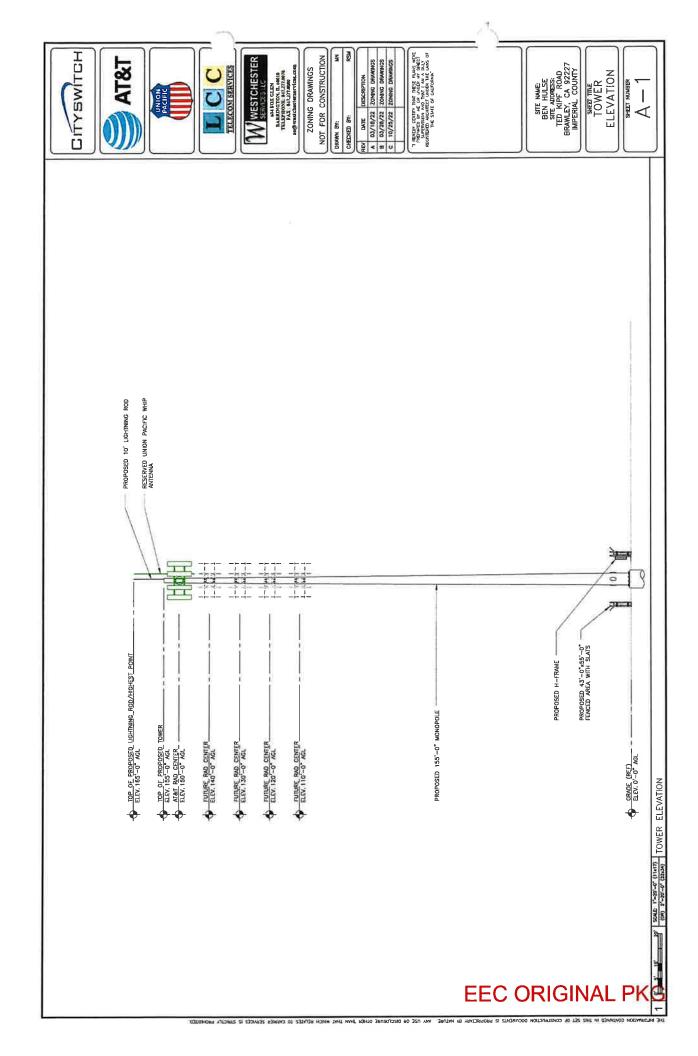
### Site Plan

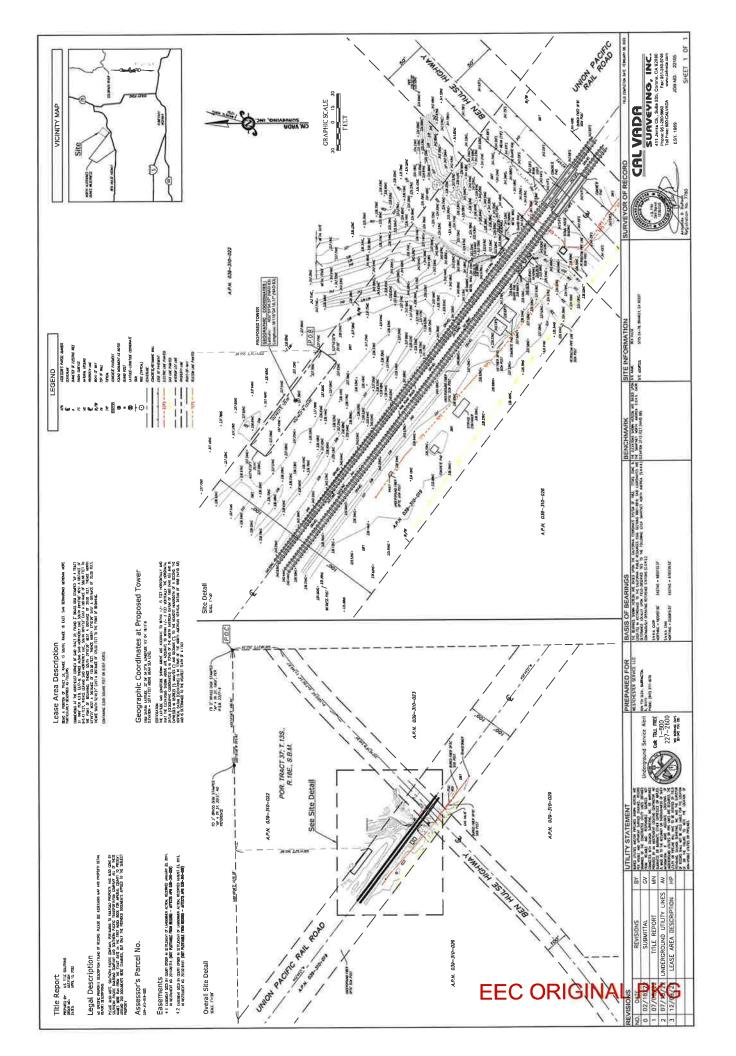












### GENERAL NOTES

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY: CONTRACTOR / CM — CITySwitch SUB—CONTRACTOR — PER TRADE OWNER — AT&T WIRELESS

- STIE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- DRAWNGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION. ri
- ANY WATERALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPRICABLE COORSE, RECOLLINDES, AND OWNINAESS. SURCESS SHALL ISSUE ALL APPRICABLE COORSE AND COARD. IN LANS ORDINATIONS SHALL RILLS RECOLLINDES, AND LAWELL DRIERS OF ANY PUBLIC ALTHORITY RECARDING THE PSTOWARMSE OF THE WORK.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE. ισi

- IF THE SPECIALD COUPAUNT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWNES, THE SUBCONTRACTOR SHALL DOCLULENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR. ø.
  - CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION. ۲.
- SUBCONTRACTOR SHALL YERIPY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMISSIONS OF EGENTING CONSTRUCTION SHOWN TO COMMISSIONS OF EGENTING CONSTRUCTION SHOWN OF THE DAMANES BUYER SERVED. SUBCONTRACTOR SHALL NOTIFY THE CONTRICTION SHALL NOTIFY THE CONTRICTION SHALL PROSESTION OF CONTRICTION SHALL PROSESTION OF CONTRICTION SHALL PROSESTION OF CONTRICTION SHALL PREPARE AND TO SECRETARILY CONTRIBUTION SHALL BERNER NOT SHALL STATE SHOWN TO CONTRICTION SHALL BERNER NOT SHOWN TO CONTRICT OF CONSTRUCTION AND CORPORAINE ANY REPARES WITH JUILLITE COMPANY.
- < z ď
  - 10. N/A
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COADAL CABLES AND OTHER ITEMS REMOVED FROM THE BOSINER FACILITY.

### SITE PREPARATION:

### SUB-CONTRACTOR'S SCOPE OF WORK

- PROTECTION OF EUSTHOF TREES, VEGETATION AND LANDSCAPHIO MATERIALS WHICH HAND THE DAMAGED BY CONSTRUCTION ACTIONS. CECHNICA AND GAUBBING OF STRUMPS, NEGETATION, DEBKIS, RUBBINS, DESIGNATION TREES, AND STRUMPS CHARGETS. OF SOLIS STRUMPS AND STRUMPS

### SUB-CONTRACTORS QUALITY ASSURANCE

I ISPE-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTRAMEDT OF CENTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTRACTOR OR CENTRACTOR OF THE AND CONTRACTOR SHALL BE COORDECTED BY THE SAB-CONTRACTOR AT NO ESCHEET OF TAKEN OF PRODE AND TAKEN OF THE SAB-CONTRACTOR SHALL MANTANA ACCOUNT DEALINGE AT ALL THES. DO NOT SECONDAIR OF PRODE AND TAKEN OF THE SAB-CONTRACTOR SHALL BY THE SAB-CONTRACTOR WITH REPARTS AND COST ACCOUNT OF THE SAB-CONTRACTOR WITH REPARTS AND COST ACCOUNT OF THE SAB-CONTRACTOR SHALL BY THE PARTS AND THE SAB-CONTRACTOR SHALL BY THE SAB-C

### EARTHWORK AND DRAINAGE

- WORK INCLUDED: SEE SITE PLAN
- B. ROAD AND SITE MATERIALS SHALL CONFORM TO TOOT SPECIFICATIONS FILL BATTERIAL (INLESS OTHERWER NOTE) ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS. ACCESS DRIVE W/ TURNAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EAST-BELLIST ARE TO BE COMSTRUCTED TO PROVIDE A WELL DRAINED, EASLY MAINTAND, ENEN SIRFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTANACE PERSONNEL ACCESS.

### 3. QUALITY ASSURANCE

JOCAL BUILDING INSPECTORS SHALL BE NOTIFED NO LESS THAN 48 HOURS IN JOVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.

2 PREPARATION

C. SOIL STABILIZER FABRIC SHALL BE MIRAFI - 500X.

PART 3 - EXECUTION

1. INSPECTIONS

A. APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S
RECOMMENDATIONS (AS NEEDE).
RECOMMENDATIONS (AS NEEDE).
(F. RECURED).
C. PLACE, AND MANTAIN VERSENTION LANDSCAPING, IF INCLUDED WITHIN THE
C. PLACE, AND MANTAIN VERSENTION LANDSCAPING, IF INCLUDED WITHIN THE
CONTRACT, AS RECOMMENDED BY NUMBERY INDUSTRY STANDARDS.

### SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.

  B. COMPUTELLY GRUB THE ACCESS DRIVE WY TURNAROUND, UNDERGROUND UTILITY EXSENEITY GRUB THE ACCESS DRIVE WY TURNAROUND, UNDERGROUND UTILITY CONSTRUCTION.

  CONSTRUCT THE PROPARY CONSTRUCTION MACE A ADDIO ACCESS DRIVE WY TURNAROUND TO BASE COURSE ELEVATION PROPARY SOIL STREAMER FOUNDATION.

  E. APPLY SOIL STREAMER FOUNDATION.

  E. APPLY SOIL STREAMER FOR THE ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AREA. AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AREA. AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AREA. AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE ILLOS AND ACCESS DRIVE WY TURNAROUND TO BASE COURSE IN ACCESS DRIVE WY TURNAROUND TO BASE COURSE INCOME. THAN SURFACES, APPLY SOIL STERULER TO STONE SURFACE ACCESS DRIVE WY THAN ACCESS DRIVE WY

3. INSTALLATION

### 5. SUBMITTALS

- BEFORE CONSTRUCTION IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, BABILT THO CONSENS OF THE LANDSCAPE LANDSCAPE ALLOWANCE WAS INCLIDED IN THE CONTRACT, PROVINCE MY INSTRUCTION OF PROPOSED COSTS ON UNISERY LETTERHEAD (REFER TO AFM FOR LANDSCAPING REQUIREMENTS).
- 1. MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.
- 2. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZE
  - 3. LANDSCAPING WARRANTY STATEMENT.

### WARRANTY œ.

IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACTOR STALL REPAIR ALL DAMAGE AND RESTORE AREL, AS LOSE TO ORGINAL COMDITION AS POSSIBLE AT SITE AND SURFOUNDINGS.
SOIL STERILIZATION APPLICATION TO GUARANTEE VEGETATION FREE ROAD AND SITE AREAS FOR DIE VEAR ROAD DATE OF FINAL INSPECTION.
TO FINAL INSPECTION.
ELANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE VERY FROM PARKENS FOR THE CONTRACT, WILL BE GUARANTEED FOR ONE VERY FROM DATE OF FINAL INSPECTION.

- ij

### SPECIFICATIONS NOTES &

### SHEET NUMBER

SP1



TOTAL KILL PRODUCT 910 EPA 10282—7
AMBOSH KRIGOSTERED BOX 5123 DEARBORN, MI 46128 (313) 563—8000
AMBOSH KRIBIODE EPA REGISTERED BOX 6123 DEARBORN, NJ 07083
(RON) 528—4824

A. SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID:





PRELIMINARY DRAWINGS

NOT FOR CONSTRUCTION

A CLEAR TREES, BRUSH AND DEBING THOU LEASE, ACCESS DRIVE W, THEN-THEN AND AND UNDER GROUND UTLUT CASSIBATIS AS REQUIRED FOR CONSTRUCTION, B. PRIOR TO OTHER ECCANATION AND CONSTRUCTION, RGILD GREAM!

INCHES BELDW GRANES INSTRUCTIOD BY ATAR, TRANSORT ALL REMOVED TREES, BRUSH AND DEBINS FROM THE PROPERTY TO MATHORITED. LANDING, BRUSHALD OF HILL OR BASE MATHRALS, ROLL THE SOIL.

IN HINT STABLES MATHER AND THE ROLL THE SOIL.

IN HINT STABLES MATHER AND THE ROLL THE SOIL.

IN HINT STABLES MATHER TO PLACEMENT OF FILL OR BASE MATHRALS.

DESCRIPTION DATE 10/02/23

A. GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND FROM AS RESULTING FROM BETWENDING OF SPOILS, RESULTING FROM BECKNATIONS. THE RESULTING GRADE WILL CORRESPOND WITH SMD SID-BASE GRADES. ELEVATIONS ARE THE GLACULATED FROM BENCHMARK, FINISHED GRADES. OR INDICATED SLOPES TO AND OBJECT AND DATE OF SPOLAD BECKNAS AND AGRED TO BY LANDOWNER.

ANALOSE AND AGRED TO BY LANDOWNER.

C. BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE CONFISE ELEVATION TO SILLY IT CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE

SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

### FIELD QUALITY CONTRO

COMPACT SOILS TO MADMUM DENSITY IN ACCORDANCE WITH ASTN D-1557.
ASKAS OF SETTLEMENT WIL, BE EXCANATED AND REPLLED AT CONTRACTOR'S EXPENSE, INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.

### ю

- A. PROTECT SEIDED AFEAS FROM ENCIGON BY SPREADING STRAW TO A UNIFORM LOGGE DEPTH of 1-2 INCHES, STAKE AND TE DOWN AS REQUERED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE. BLALL TREST ACCED IN CAULANTION WHAT A LANDSCAPE CONTROL WILL BE WARAPED, TIED WITH HOSE PROTECTED WRES, AND SCURED TO 2" X 2" X 4"-0" WOODED STAKES EXTENDING TWO-FEET INTO THE GROUND ON FOUR SIDES OF THE RIES PROSEDCEED WRES, AND SCURED TO 2" X 2" X WHAT BLES AT THE NIET APPROACH TO ALL NEW OR ESTSTING CALLERSTAN WHERE THE STEE OR READ MESH AND MES

### TRENCHING.

### WATERIALS SUB-CONTRACTOR SHALL:

THIL MYERAL SALLE BE GENNERD TO THE MANUJUM ETENET POSSBIE FROM EDICAMATIONS ON SITE. THE STRUCTURAL FILL SHOULD BE SAND AND SHALL CONFORM TO LOCAL GOVERNING JURISDICTION AND UTLITY COMPANY ECUIREDARIST THE FILL MATERIAL SHALL CONFINIO JURISDICTION AND OF STRUCTURAL SHOULD S

# PIPE DETECTION AND IDENTIFICATION SUB-CONTRACTOR SHALL:

UTILIZE WARNING TAPE, ALL UTILITY SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.

- TRENCH EXCAVATION SUB-CONTRACTOR SHALL:
- 1. DO TREACH TO LUES AND GRADES SHOWN ON THE PLANS OR AS DRECED BY THE CONSTRUCTION MANAGEN.

  2. TREICH EINDIN SHALL ES ESTIFICIENT TO ALLOW FOR SHITS-KATORY CONSTRUCTION, AND INSPECTION OF THE PROJECT WITHOUT ENANGERIES CHARRINGTION WANGEN OR ADJUSTED TACLUTES.

  3. DISCOSAL, OF EXCESS AND UNSUTIABLE EXCANATION MATERIAL PROPERLY AS DIRECTED BY THE CONSTRUCTION MANAGEN.

  4. USE HAND TREDICATION ENTRY EXCANATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXCANATION THAT CANNOT BE AND OTHER FACULTIES.

### TRENCH PROTECTION SUB-CONTRACTOR SHALL:

1. PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TREINDERS AND ALL TIMES.
2. SHEETING AND BRACHNET OF MEET OR EXCEED OSHA REQUIREMENTS. BACKLING SHE-CONTRACTOR SHALL.

1. INDIET THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE.

2. RANGELL REBEIGH WITH LIFTS UP TO 6" LOOSE MEASURE.

3. PROTECT CONDICT FROM LIFTEM, MOVEMENT AND DAMAGE FROM IMPROTO MALANCED LOADING TO ANDI DISPLACEMENT OF CANDIT AND VAR
STRUCTURES DO NOT FREE FALL BACKFILL WITO FREMS WITH AT LEAST
CONFESS TO NOT FREE FALL BACKFILL WITO FREMS WITH AT LEAST
CONFESS TO OVER 15 OVER COMBUIT.

### COMPACTION SUB-CONTRACTOR SHALL:

### FENCING AND GATE(S)

- 1. WORK WICHDED SEE PLAN FOR SITE AND LOCATION OF FENCE AND CATE(S).
  2. MALTH ASSERMANCE ALLE STEE MATERIALS UTILIZED IN CONJUND WITH THE STEEPING AND THE STEEPING OF STEEPING STAND TO MATERIAL STEEPING STAND TO MATERIAL STEEPING STAND TO STAND TO MATERIAL STAND TO STAND STAND STAND STAND TO STAND STAND STAND TO STAND STAND STAND STAND TO STAND S

### PART 2 - PRODUCTS

- A. ALL FABRIC WI BE HOT-DIPPEI
- 1. FINE MATERIA

  A. RLI FARRO WIRE, RAILS, HARDWARE, AND OTHER STELL MATERIALS SHALL

  BE 1671—16810 WIRE. FRAILS, HARDWARE, AND OTHER STELL MATERIALS SHALL

  BE 1671—16810 WIRE. FRAINGE SHALL CANDOWN TO THE STELL MATERIAL TORK

  GAMES CHALLE ST. FARRO SHALL CANDOWN TO THE STELLINGS TO THE STALL SHALL SHALL

- 1. A STACH, TERMINATUR WITH BAND GLIPS AT CHARLY ROW WATE TO 13. A TOP A STACHOET BY TO THE TARRENT STACK. THE TARRENT STACK THE TARRENT S

TO CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.

CITYSWITCH

### 2. INSTALLATION

A. FOUNDATIONS SHALL HAVE A MINIMUM SIX (8) INCH CONCRETE COVER UNDER POST.

AT&T

- B. ALT THERE PROSTS SHALL BE VERTICALLY PLUBB: ONE OUNTER (1/4) INCH NITEDAL PROBLEM CONTROLL OF THE PROBLEM CHAIN CONTROLL OF THE PROBLEM CHAIN CHAIN

WESTCHESTER

TELECOM SERVICES

UDON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CLITS GALVANIZING BREAKS WITH ZINC-BASED PAINT, COLOR TO MATCH THE GALVANIZED METAL.

SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED PRIC COATED (AALVANIZE) WELDED AND SEAMLESS, FOR	ONDINARY USES. ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL. PROONICTS	STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON	PRECIDENT FOR ZING—COATED STEEL CHAIN LINK FENCE
APPLICABLE STANDARDS ASTM-A120	ASTM-A123	ASTM-A153	ASTM-A392
APPL	ASTIA	ASTIA	ASTI

NOT FOR CONSTRUCTION

DESCRIPTION

10,02/23

PRELIMINARY DRAWINGS

SPECIAL AND FOR ALLIMINUM—COATED STEEL CHAN LINK
STANDARD SPECIAL ON FOR STEEL SHEET ZING COATED
SPECIAL CHANALED SPECIAL CHANTED
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SPECIAL CHAN T-DIP) ON INK FENCE EDERAL SPECIFICATION RR-F-191- FENCING, WRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES) ASTM-A570 ASTM-A525 ASTM-A535 ASTM-A4B1

### PART 1 - GENERAL SECTION INCLUDES:

METALS

STRUCTURAL FARMING MEMBERS BASE PLATES, PLATES, BARS, THREADED STRUCTURAL FASTBIRERS, ANTENNA STRUCTURAL FASTBUBLES, GRATING, STEEL PLATFORMS AND PEDESTAL SUPPORTS, AND GROUTING UNDER BASE PLATES.

### QUALITY ASSURANCE

FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC SPECIFICATIONS FOR THE DESIGNA, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS. PREFENDED ESSEN WHERE DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL BONNIERE LICENSED IN THE STATE.

### PART 2 - PRODUCTS

1. MATERIALS:

ASTA A572 GRADE 50 ASTA A500, GRADE B ASTA A501, TYPE E ON S, GRADE B ASTA A325 ASTA A320 WELDED A STRUCTURAL STEEL MEMBERS: A B. STRUCTURAL TUBINO: A C. PIPE: A D. BOLTS: NUTS. AND WASHERS: A E. AMCHOR BOLTS: A F. WELDING WATERIALS:

SITE NAME:
BEN HULSE
SITE ADDRESS
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

### SPECIFICATIONS NORTH &





### METALS CONTINUED

NON-SYRINK TYPE, PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIER ADDITIVES, CAPABE, OF PREMIXER A MINIMAL CAMPRESSIVE STREMCTH OF 7000 pai AT 28 DAYS. G. GROUT:

H. SHOP AND TOUCH-UP PRIMER: SSPC 15, TYPE 1, RED OXIDE

I. TOUCH-UP PRIMER FOR GALV. SURFACES: ZINC RICH TYPE

2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEARS BY CONTINUOUS WELDS SMOOTH.

A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP--1 TO \$\$-10 PROCEDURES.

B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

EXAMINATION AND PREPARATION:

1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK. ERECTION: ALLOW FOR ERECTION LOADS, PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALGAINATH VAINT, COMPLETED OF ERECTION AND INSTALLATION OF PREMIUR ON HEAD BRACONS.

NO UNALLY DESCRIPTION OF STALLE BE PREMOMED ON ROTHIN CASTLE USA, INC.
THESE ALL OTHER WELDING SHALL BE IN ACCORDINGE WITH AMERICAN WELDING SOCIETY AND STALL BE IN ACCORDINGE WITH AMERICAN WELDING SOCIETY AND STRUCTURAL STEEL WELD ELECTRODES SHALL BE DO NOT FIELD OUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE

ARCHITECT/ENGMEER.
AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALYANIZED WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS).

FIELD QUALITY CONTROL:

1. FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS AND BOLT / NUT TORQUE

### CONCRETE:

PART 1 - GENERAL

WORK INCLIDES FORWWORK, RENFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.

### 2. INSPECTIONS

A. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR THE SCOPE OF WORK BEING PERFORMED.

B. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE AT&TWRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.

THE ATATHMRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.

### 3. QUALITY ASSURANCE

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A CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.

PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTA A184. C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ALI 315, AND ACI 117-90.

MITTALS

SUBJUT CONCRETE MAY DESIGN AND REDIFORCING STEEL SHOP DRAWNES FOR ADMINISTRATION AND MANCER PROMERE. THE SHOP DRAWNES SHALL BE SHBIATTED IN EH FORM OF TWO (2) CONCRETE MIX DESIGN REPRESENCE OF TWO (2) BLUELINE DRAWINGS FOR REINFORCING STEEL.

- 1. REINFORCEMENT MATERIALS
- REINFORCEMENT STEEL, ASTM A815, 60KSI YIELD GRADE, REINFORCING STEEL. RODS, PLAIN FINISH.

WELDED STEEL WIRE FABRIC ASTA A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.

CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED FOR SUPPORTS OF REINFORCING.

FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, AND ACI 318, AND ASTM A184.

CONCRETE MATERIALS

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A. CEMENT: ASTM C150, PORTLAND TYPE

FINE AND COURSE, AGREDATES, ASTM C33 — MAXIMUM SIZE OF CONCRETE ACCRECATE SHALL NOT EXCEED ONE (1) INCH SIZE SUTABLE FOR INSTALLATION METHOD VITILIZED FOR ONE—THIRD CLEAR DISTANCE BEHIND OR BETWEEN PERPENDING.

A SUBMIT THREE (3) COMPAÈTE TEST CYLINDERS — TANEN EVERY 15 CUBIO YARDS. OR LESS, SUBMIT COMVERTE TESTS TO THE PROJECT MANAGER IN ACCORDANCE. ASTM. C—318.

C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE D. AIR ENTRAINING ADMIZTURE: ASTM C280.

3. CONCRETE MIX

E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.

7. DEFECTIVE CONCRETE

F. NON-SHRINK GROUT: PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICISING AGENTS.

A. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.

B. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, ALT, 3.

PROPORTIONS OF CONCRETE, MATERIALS SHALL BE SUTABLE FOR THE INSTALLATION METROD UTILIZED MOS SHALL SHELL IN BOUNDALE CONCRETE FOR LOCAL, MITIGATED AGREESING, ACTIONS, THE DURABILITY REQUIREMENTS OF ACT 318 CHAPTER F4 SHALL BE SATIASTED BASED ON THE CONUMENANCE DEFOCED AT THE SITE PROVIDE CHAPTER AS POLLOWS:

1. CALMPESSING STREAMEN 4000 PS AT 28 DAYS.

### EXECUTION:

1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS

A. THE CONTRACTOR SHALL COORDINATE AND CROSS CHECK ARCHITECTURAL, BUILDIN AND ELECTRICAL DRAWNESS FOR DEPLINGS, SLEEVES, ANCHORS, AND OTHER ITEMS RELYTED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.

COORDINATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS. ರ

PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDED IN AND PASSING THROUGH CONCRETE MEMBERS.

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D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL ND PLUMB.

2. REINFORCEMENT PLACEMENT

A. PLACE REINFORCEMENT, SUPPORTED AND SECURED AGAINST DISPLACEMENT.

ensure reinforcing is clean, free of Loose Scale, dirt, or other foreign Coathos.

C. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.

MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE 3 INCHES UNLESS NOTED OTHERWISE.

CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES OR BE LESS THAN 2 INCHES.

A. VIBRATE ALL CONCRETE.

B. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WINTER POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.

W WESTCHESTER SUBMITONE (1) ADDITIONAL TEST CYLINDER — TAKEN DURING COLD WEATHER DOUGS, AND CARED ON JOB SITE UNDER THE SAME CONDITIONS AS THE CONCRETE IT REPRESENTS. C. SUBMIT ONE (1) SLUMP TEST - TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN. PRELIMINARY DRAWINGS

MODITY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE ATATWIRELESS CONSTRUCTION MANAGER. GENERAL ELECTRICAL NOTES

1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH AT&TWRELESS SPECIFICATIONS.

CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE GORDENING OF THE ELECTRICAL COURSEINCTON. CONTRACTOR SHALL ISSUE A WATTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALTINGTIONS, FAULTY EQUIPMENT AND DISCREPANCES.

ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NFPA, AND 'UL' LISTED.

THE ENTRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED PER THE NEC, AND ALL APPLICABLE LOCAL CODES.

all circut breakers, fuses and electrical equipment shall have a minimum Interrupting rating of 42,000 aic.

FOR COMPLETE INTERNAL WRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY AT&TWRELESS FOR BTS CABINET.

PATCH, REPAIR, AND FAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK. PROVIDE AT&TWRELESS WITH ONE SET OF COMPLETE ELECTRICAL 'AS-BUILT' MANANICS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTHINGS AND WRING CONNECTIONS.

ALL SNOGE—PHASE SELF CONTANED METER CONNECTION DEVOESS MUST INCLUDE HORN THE BY—PASS PROMISION SO THAT SERVICES WILL NOT BE INTERRUPTED WHICH A WEITER IS REMOVED FROM THE SOCKET.

all Equipment Punch Quts and Conduits (USED and Spare). To be rodent proceed with Caps, Steel Mesh, and/or foam fill by Contractor as wedden.

NO SPOILS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.

CONTRACTOR TO PROVIDE 2 PHENOLIC LABELS AT METER ONE TO IDENTIFY "AT&TWRELESS DISCONNECT" AND THE OTHER TO GIVE THE SITE ADDRESS.

all controtor furnished materals and equipment specified on the project skall be new and unused, of current manufacture and of the Highest grade.





B. MANTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CONCRETE.
HARDERINIO OF CONCRETE.

A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.

PROWDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTIACAL FORMED CONCRETE SURFACES.

FIELD QUALITY CONTROL





ILARRINGTON, IL GE TRIEPHONE, NO 177 FAX: 847.271 USE ge@westchesterstric

NOT FOR CONSTRUCTION

1 HERBY CENTIFY THAT THESE PLANS WERE PRESENTED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REQSTERED ARCHTECT UNDER THE LAWS OF THE STATE OF CALLFORNIA"

SITE NAME:
BEN HULSE
SITE ADDRESS
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SPECIFICATIONS NOTES &

SP3

# GENERAL ELECTRICAL NOTES (CONTINUED)

- ALL EQUIPMENT, MATERIAL AND THE INSTALLATION METHODS SPECIFIED ON THE FROCKET DRAWNOS SHALL BE DESCHAED NOF PARROLIDED IN COMPLIANCE WITH APPLICABLE FDERRAL STATE, AND LOCAL CODES AND REQUITMENS, AND PROPROMENT IN INJUSTIFIAL COMESSISS STANDARDS AND CODES INCLUDING ANSI, IEEE, NEMA, NFPA, AND ULALLA REVISED AS OF THE DATE OF THIS WORK PACKAGE.
- ALL ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FURNISHED SHALL BE CHECKED FOR ANGEREADTY WITH THE PROJECT DRAWINGS AND SHALLE WISHLIN INSPECTED TO ENSURE THAT ECHOPHENT IS UNDAMAGED AND IS IN PROPER ALLANDER, INSTALLED PER MANUFACTURER'S INSTINCTIONS, ELECTRICAL CONNECTIONS ARE TIGHT AND PROPERLY INSTILATED WHIBE REQUIRED, FUSSS ARE OF THE PROPER TYPE AND SIZE, AND ELECTRICAL ENGLOSURES ARE OF THE PROPER NEWS TYPE.
- NOTIFY OWNER IN WRITING OF ALL DISCREPANCIES BETWEEN DRAWINGS / SENGIACATIONS AND FIELD INTEXLATIONS, OR IF THE VISUAL PROPECTIONS SHOW DAMAGE OF IMPROPER INSTALLATION. ₽.
- THE EQUIPMENT AND MATERIALS SHALL BE FURNISHED AND INSTALLED TO OPERATE SAFELY AND CONTINUOUSLY WITH NO PROTECTION FROM THE WEATHER. 17.
- ELECTRICAL, WORK REPRESENTED ON THE PROJECT DRAWNOS IS SHOWN DOKROMANT INCLALY. EXCHOLOCATIONS AND ELEVATIONS OF ELECTRICAL EQUIPMENT SHALL BE DETERMINED IN THE FIELD AND VERIFIED WITH THE DIMIER'S REPRESENTATIVE. ĕ
  - CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEAPORARY, IF RECUIRED, AND PERMANENT POWER WITH THE LIGGAL UTILITY COMPANY. THE TEAFORMRY POWER AND ALL HOCKUP COSTS ARE TO BE PAID BY THE CONTRACTOR. <u>1</u>8
- PROPONE MODED CASE BIOL TON, THEALM, MANCHEN, THE SHALE THO ON THREE POLE CIRCUIT BREAKERS MULTIPLE POLE CIRCUIT BREAKERS WILD THE SHALE BE SHALE BE A SECURED TON YOUNGLE CHAULT CHAUSE COMINGO THE WANKLARE FALL TO UNROUNG TON YOUNGLE FALL TO UNROUNG TON A SHALL HANK A SHORT CHAULT WILL THE SHALE WANKLINGS AND ELECTRICAL EQUIPMENT SHALE SHOW THE PROJECT CHAULT TO REPORT THE SHOWN ON THE PROJECT DRAWNOS. ద్ద
  - CONTRACTOR SHALL PERFORM ALL EXCANATION, TRENCHING, BACKFILLING, AND REMOVAL OF DERBINS IN CONNECTION WITH THE ELECTRICAL WORK IN ACCORPANCE WITH THE PROJECT DRAWNIGS. CONTRACTOR SHALL COGNOTINAT THE INSTITULATION OF UNDERGRIGUID UTLATES AND GROUND WITH THE COMPOUND ONLY. ស់
- CONTRACTOR SAALL PRODUC ALL NECESSARY SUPPORTS FOR LEGUIPMENT INSTALLED AS PART OF THIS PROJECT, SUPPORTS SWALL CONSET OF GULVANIZED SITED TRAMES, PARTES BRACKETS, RACKS AND OTHER SHAPE STEED WITH DELS SACRES OF BY WELLING TO PROVIDE RIGHD SUPPORT. ន់
- CONTRACTOR SHALL CALL THE APPROPRATE UTILITIES PROTECTION SERVICE BEFORE ANY UNDERGRADUM WORK IS PERFORMED, SUCH AS TRICKING, EXCANATING, AND DRIVING GROUNDING RODS. 23
- ALL ELCTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENTLY BENGRANDEN CHARACTES, (MINIMIA LETTER HEIGHT SHALL BE 1/27) NAMEDATES SHALL BE FASTEDD WITH STAINLESS STELL SCREWS AND AS PER ATATIWIRELESS SPECIFICATIONS. ź
  - GENERAL RAGEWAY NOTES.
    1. CONDUT AND CONDUT FITTINGS SHALL WEET ANSI AND NEC STANDARDS FOR WATERIAL, AND WORKWANSHIP AND SHALL BE UL
- REQUIREMENTS OF NEC, PARKARAPH AS AND BE STANDORD TO THE SEQUENCE OF NEC, PARKARAPH AS AND BE STANDORD TO THE SEQUENCE OF THE CONTINUE CON

ANNUM CONDUIT SIZE SHALL BE 3/4", SIZES NOT SHOWN ON DANNINGS SHALL BE PER NEC.

# ALL SPARE CONDUITS SHALL HAVE A METALLIC PULL WRE

- ALL WORK SHALL COMPLY WITH THE LATEST AT&T WRELESS GROUNDING SPECIFICATIONS AND REQUIREMENTS. 4. CONDUIT SUPPORTS SHALL BE FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH THE NEC
- UNDERGROUND CONDUITS.
- A. INSTALL A WARNING TAPE TWELVE INCHES ABOVE EACH CONDUIT OR SET OF CONDUITS.
- B. IDENTIFY EACH CONDUIT AT BOTH ENDS, INSTALL MINIMUM OF 3'-0" BELOW THE FINISHED GRADE, OR DEEPER IF NOTED ON PLAN DRAWNGS.
- SLOPE A MINIMUM OF 4" PER 100'-0" TO DRAIN AWAY FROM BUILDINGS AND EQUIPMENT. ပ
- USE MANUFACTURED ELECTRICAL ELBOWS AND FITTINGS FOR BELOW GRADE BENDS. ä ы
  - MAKE JOINTS AND FITTINGS WATERTIGHT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
    - F. INSTALL A COUPLING BEFORE EACH WALL PENETRATION.

RAW LAND
A. USE MULTIPLE RODS
LENGTHEN THE EARTH ELECTRODE
C. TREAT THE SOIL
D. USE CHEMICAL RODS

RESTORE SURFACE FEATURES DISTURBED BY EXCAVATION (AND TRENCHING) IN ALL AREAS. GENERAL CONDUCTOR NOTES:

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- ALL POWER, CONTROL AND COMMUNICATION WIRING SHALL MEET NEMA—WC, ASTM, UL, AND NEC STANDARDS FOR MATERIAL AND WORKMANSHIP UNLESS OTHERWSE SPECIFIED.
- A. SERVICE BUTRANCE CONDUCTORS SHALL BE COPPER, 800 VOLT, SULUGHT RESTSTAIT, SUTRALE FOR WET LOCATIONS, THE USE-2. THE GROUNDED NEUTRAL CONDUCTOR SHALL BE IDENTIFIED WITH A WHITE MARKING AT EACH TERMINATION.
- - B. CONDUCTORS FOR FEEDER AND BRANCH CROUTS SHALL BE COPPER 600 VOLT, TYPE THIN / THINN WITH A MINIMUM SIZE OF \$12 AMC.
- ALL CONDUCTOR ACCESSORES NALUDING CONNECTORS, MARKER NEDWALTONS, NEDLATED SHOULDING CONNECTORS, NAME NET NETWALES SHOWN INSTALLED SUPPLIENTS NESTALLING INSTALLING IN
  - 3. WHERE FOSSBILE, NO. 8 AND SAALLEN WIRE SHALL BE COLORED COODED BY THE COLOR OF THE INSULATION CONSTRUCT OOLOR COONE OF WIRE LANGER THAN NO. 8 AND MAY BE BY KEENS OF SELF-ADMESSIVE WALLA AROUND THPE MARKERS, PER WIEG.
- 4. TERMINAL CONNECTOR FOR CONDUCTORS 8 AWG AND LARGER SHALL BE PRESSING OR BOLTED CALAP THE BUNNEY OUTLIG. VARILIG OR ACCEPTABLE EQUAL: OR COMPRESSION THE, BUNNEY TYPE LAY OR Y, LONG BARRELL PANDULT THE LCA OR LCC. OR ACCEPTABLE EQUAL ACCEPTABLE CONNECTORS INCLIDED WITH COMPRINED EQUIPMENT MAY BE USED.
- 5. IERMINATION PROMISIONS OF EQUIPMENT FOR CIRCUITS RATED 100
  AMPRIES OR LESS OF MARKED FOR NOS. 14 THROUGH 1
  COMBLICTORS, SHALL BE USED CHILT FOR COMBLICTORS RATED
  SECT (1447). CONDUCTORS WITH HIGHER TEAPREATURE RATINES
  SHALL BE FERMITED, PROVIDED THE AMPACITY OR THE
  COMBUCTOR SIZE USED.
- TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED OVER 100 ABPIETES OF MARKED THEN CHANGES LANGEN THAN NOT. SHALL BE LOSED ONLY FOR CONDUCTIONS RATED 78% (1477) CONDUCTIONS WITH MINES SHALL BE PERMITTED, PROVIDED THE ABBACHTY OF LACK CONDUCTIONS IS DETERMINED PROVIDED THE ABBACHTY OF LACK CONDUCTIONS IS DETERMINED BACED USIN THE 75°C (1677) AMPACHTY OF THE CONDUCTIONS IS
- 7. ALL 600 VOLT OR LESS MRING, WHERE COMPRESSION TYPE CONNECTORS ARE USED, SHALL RE INSULATION TIMEN OF SOCIETARILE RESPRICAL INSULATION OF SOCIETARILE RESPRICAL INSULATION OF THE SHALL TO TO COMPANY STANDARY STANDARY STANDARY STANDARY OF THE SHALL TO THE OR OF DUTION THE.
- TEMINIAL CONNECTORS FOR CONDUCTORS SIALLER THAN 8 4WG STALL BE COMPRESSED THAT CONDUCTOR AND THE CONDUCTOR STALL BE. CONDUCTOR AND THE REALISM. THE CONNECTORS STALL BE. CONDUCTOR AND THE REALISM. THE CONNECTORS STALL BE. ACCORDANCE WITH GALC—STALL BE THAT DE IN ACCORDANCE WITH A THE ADMINISTRATION BY CONNECTOR WITH BE ADMINISTRATION OF THE CONNECTOR WITH STATEMENT OF THE CONNECTO

ALL CONNECTIONS SHALL BE WADE TO BARE WETAL, ALL PAINTED SUPERIOR SHALL BE WEDNED, BOUNDED, B

## GENERAL GROUNDING NOTES CONTINUED:

- 17. FERROLS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SYALL NOT BE USED. CLIPS OF THE FOLLOWING MATERIALS AND THES MAY BE USED TO SUPPORT GROUNDING CONDUCTORS.
- PLASTIC CLIPS

ALL METALLIC COMPONENTS ON THE SITE MUST BE COMDINGED TO THE GROUND RING. THIS MUDUES STEEL CANDINIS USED TO DELINER THE TELDA MAD POWER UTILITY THEIRS TO THE SITE OR BUSE TO PROVIDE ACCESS BY UTILITIES OR CONTRACTORS TO THE WARDLE CABBILITY.

ALL GROUND LEADS ABOVE GRADE SHALL BE INSTALLED IN 1/2" SEAL TIGHT.

- STANLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
- FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.

WHIN EARTH RESISTANCE TEST INDICATES THAT THE SOIL IS DOOR WINNING ALLOWAGE RESISTANCE. THAN THE CONTRACTOR SHALL ESTIMATE. THE TYPE, NUMBER SHALL SHANGKELEN FOR EARTH ESTIMATION SHALL ALSO CONSIDER COMPANY'S SITE SPECIFIC APPROACHES TOR MINORING EARTH RESISTANCE. AT THE SITE BY METHODS INDICATED BELOW.

- ALL BELDW GRADE GROUNDING COMDUCTORS SHALL BARE SOLL COPPER WHE ABOVE-GRADE GROUNDING CONDUCTORS MAY BE EITHER OR AS INDICATED ON DRAWINGS. e e
- THWN—INSULATED, CONTINUOUS GREEN COLOR, SOLID COPPER WIRE BARE TINNED SOLID COPPER MIRE
  - THWN-INSULATED, CONTINUOUS GREEN COLOR STRANDED COPPER WRE
- THE UNDERGROUND GROUND RING SHALL HAVE A #2 AWG BARE TINNED SOLID COPPER WRE. ¥
- 12 THWN SHALL BE STRANDED COPPER WITH GREEN THEM INSULATION SUITABLE FOR WET INSTALLATION (OR SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUNDING RING) æi

RUN ALL GROUND WRES IN AN ORGANIZED MANNER, AVOID CROSSING OF WRES WHEREVER POSSIBLE, DO NOT RUN WRES OVER CONCRETE SLAB. THE CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN FIVE (5) OHMS PER AT&TWRELESS SPECIFICATIONS.

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NOT FOR CONSTRUCTION

42 BARE TINNED COPPER SHALL BE SOUD. ALL BURDLD WIRE SHALL MEET THIS CRITERIA INCLUDING CABLE TRAY GROUNDING WRES AND WIRES INDICATED ON THE DRAWNIGS. ပ

DATE

(THE MINIMUM BEND RADIUS IS 8" FOR 16 AWG AND SMALLER, AND 12 INCHES FOR WIRE LARGER THAN 16 AWG) Ð.

DO NOT REMOVE MORE INSULATION FROM THE GROUND WRESS THAN RECESSION WHEN COMMENDING OF WARRINGHON OF CORRESSION WILL BE WORKSTOWN WILL BE WORKSTOWN WILL BE COMPRECIZED PER THE ATAL WHILE BE COMPRECIZED PER THE ATAL WHILE BE COMPRECIZED PER THE ATAL WHILE BE COMPRECIZED FOR THE WARRING THE W

DOWN LEAD FOR ANTENNA SECTORS MUST BE CONNECTED DIRECTLY TO THE GROUND RING.

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8. MANTAN ALL MINIMUM BENDING RADII OF THE GROUNDING WRES.

INSTALL ALL GROUND WRES IN A DOWNWARD SLOPE FOR MAXIMUM LIGHTNING PROTECTION.

ALL HARDWARE, BOLTS, NUTS, WASHERS, AND LOCK WASHESS STATE, EVERY CONNECTION SHALL BY THE SET STATE, EVERY CONNECTION SHALL BY THE SET SHALL SHALL BY THE STATE OCCURANCE HAND TO BACK LIDEAGE SHALL BY THE GOLT-FATAWARE, BACK TO BACK LIDEAGE SHALL BY GOLD-LATAWARE THE LUCY MASHER-LUCY MASHER-LUCY MASHER-LUCY MASHER-LUCY MASHER-LUCY MASHER-LUCY MASHER-LUCY MASHER-LUCY MASHER METASSARY THAT EXCHANGE IS ACCEPTED WERE RECESSARY TO CONNECT THAT LOCK TORDER IS ACCEPTED.

ALL BASE TRANSCEIVER SITE EQUIPMENT SHALL BE CHOUNDED IN ACCROBANCE WHITH THE INTERNATIONAL ELECTRICAL, CODE (NEC), AND THE LATEST EDITION OF ELECTRICAL CODE (NEC), AND THE LATEST EDITION OF ELECTRICAL CODE NET AND AND ATAETWRELESS STANDARDS.

THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DOSCOMECTINES REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRIC GOOS, IN ACCORDANCE WITH ANY LOCAL CODE.

- THE COMPRESSION GROUND LUG FOR 1/2 AWG BARE SOLID GROUNDING CONDUCTORS SHALL BE BURNDY TYPE YA3C—2TC. 20.
- 21 THE ANTENN CABLES SHALL BE GROUNDD AT THE CABLE SHALL BE GROUND AT THE CABLE SHALL BE SHALL BRING SHALL BE SHOUDD TO A CABLE SHALL SHALL BE SHALL SHALL BE SHALL SHALL BE GROUNDE JUST BEFORE ENTERNAL FALL SHALL BRING SHALL BE GROUNDE MIST SHALL SHALL BRING SHALL BE GROUNDE GRISS OF SHALL BRING THE BIST GROUNDING KITS ON SHALL BE KEPT AS GLOSE TO VERTICAL AS POSSIBLE FRUIT WHIN SHALL BE SHELL BLIST BLIST GROUND BAY, ALL FASTBARS MIST BE STALL SHALL BRING THE SHALL BLIST GROUND BAY, ALL FASTBARS MIST BE STALLESS STELL AND KORK-SHILLD MIST BE USED ON BOTH SING OF THE GROUND BAY.

13. ALL UNDEGROUND (BELOW GARDED GROUNDING)
SHALL INTERCHANTS BELOW GARDED PROGESS (METANANGAL
SHALL BE MADE BY THE CAUNED PROGESS (METANANGAL
SHALL BE WADE BY THE CAUNED PROGESS (METANANGAL
SHALL BE WADE BLOW GROUND FROM

LE GROUNING AND BONDING CARDUCTORS THAT MEE CONNECTED ASON GRADE INTERIOR TO A BUILDING SHALL BE CONNECTED USING THE HOTE CRIMP THEE (COMPRESSION) CONNECTED TO THE AND AND HOST ATTED.

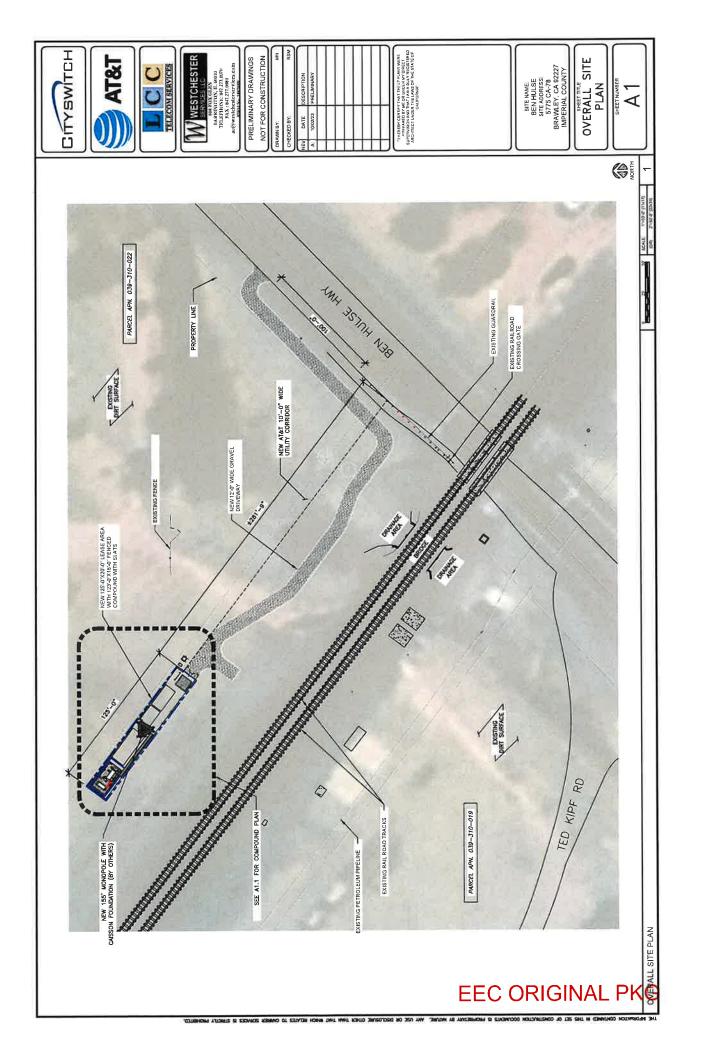
AL GROUNDIC CONFETTIONS. INTERGREND AND EXTERIOR, MADE TRROLLING AND AND EXTERIOR, MADE TRROLLING COMPOUND. THE ANTI-DOSADATION COMPOUND. THE WIRES INC. THE STANDARD TO THE COMPOUND WILL BE ACCEPTED. COAT ALL WIRES BEFORE LUGGING COAT ALL SHRACES BEFORE COATES.

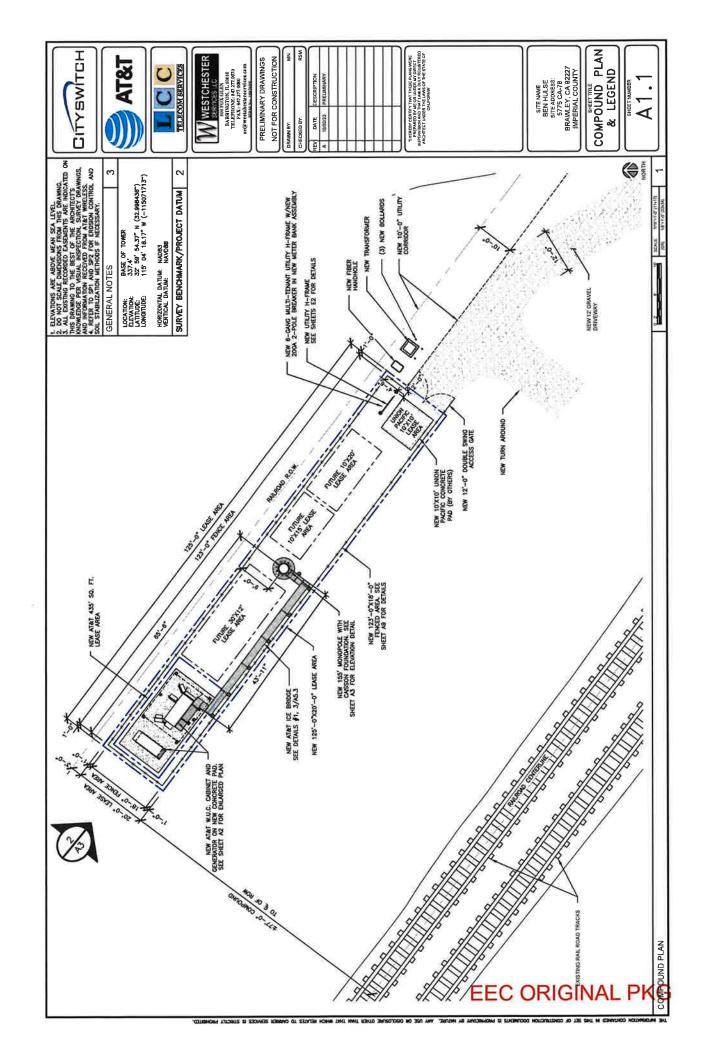
### SITE NAME: BEN HULSE SITE ADDRESS: 5775 CA-78 BRAWLEY, CA 92227 IMPERIAL COUNTY

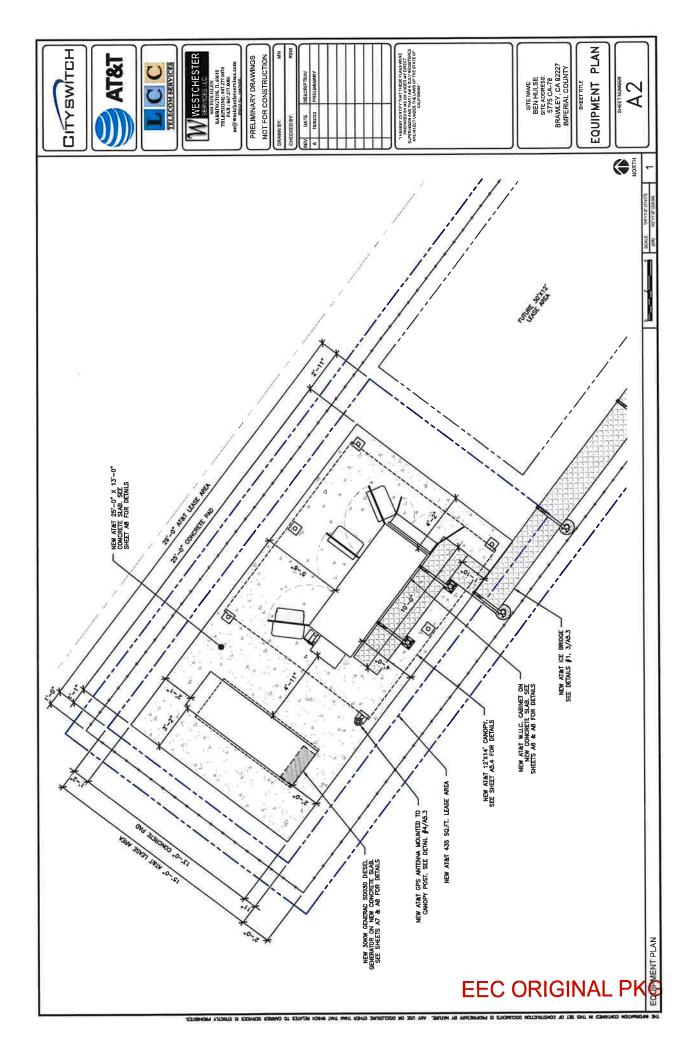
### NOTES &

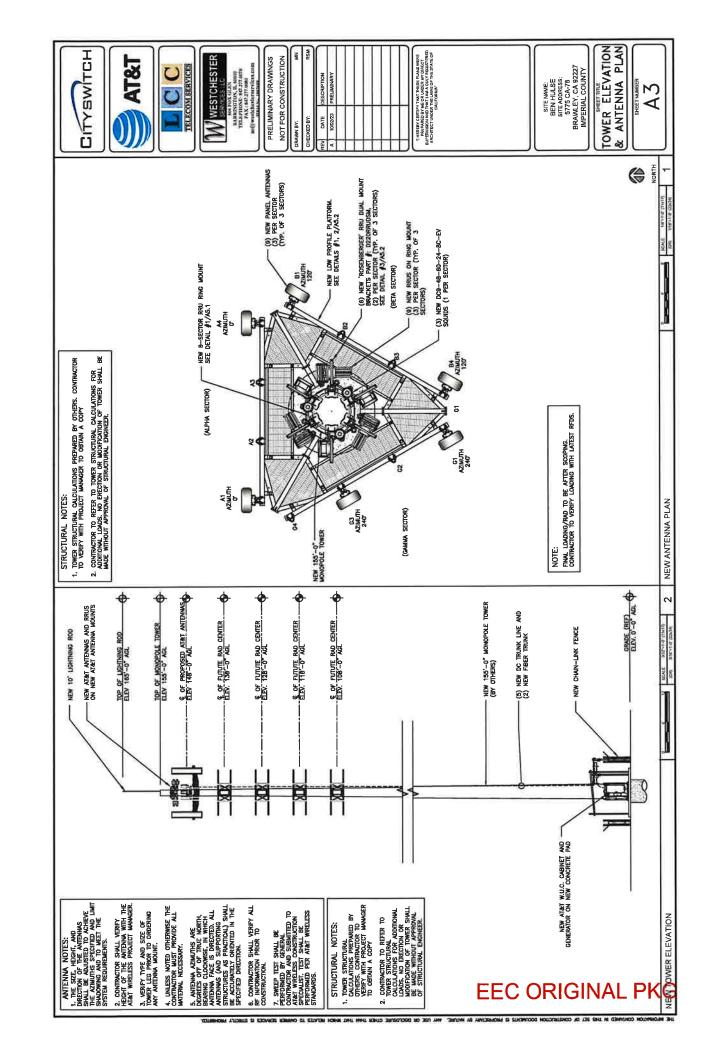
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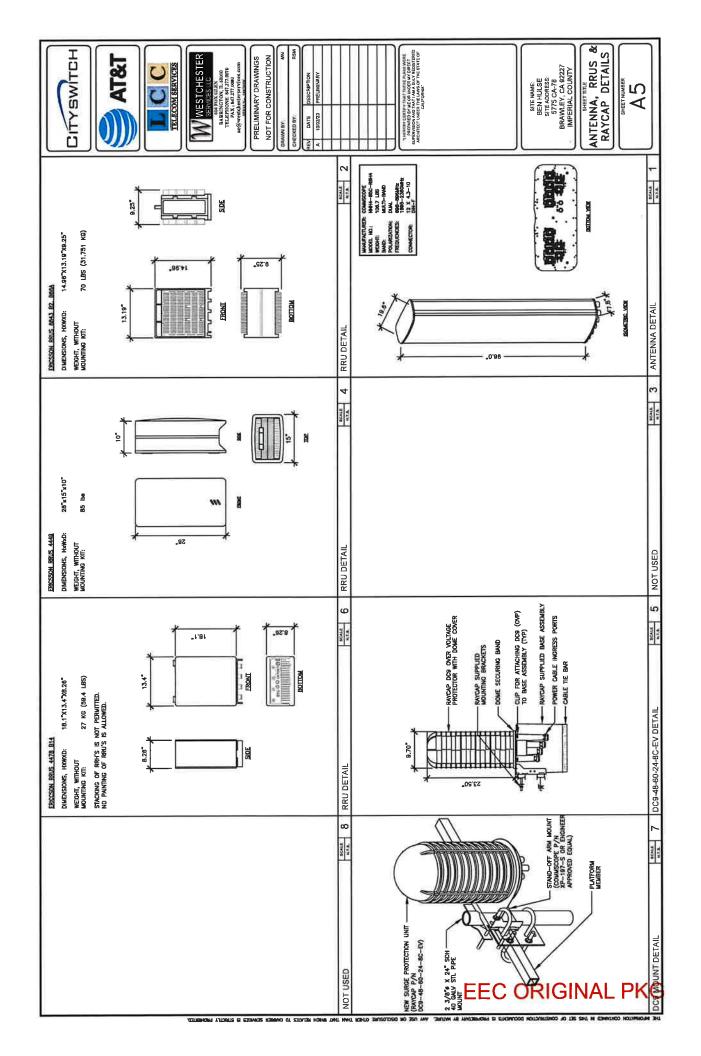


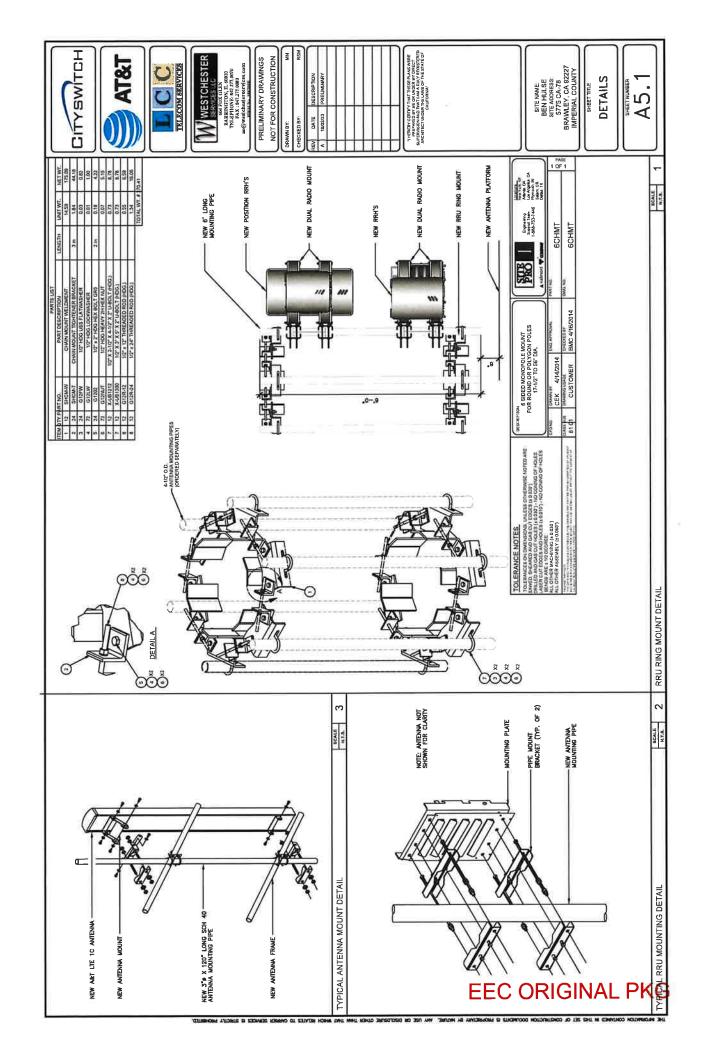


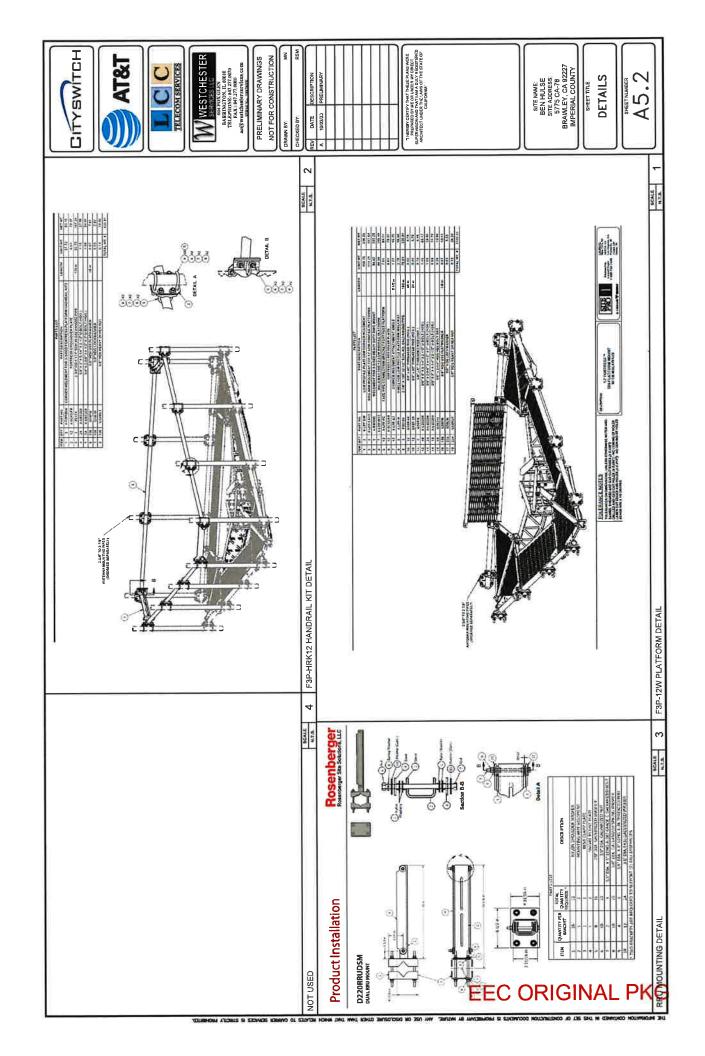


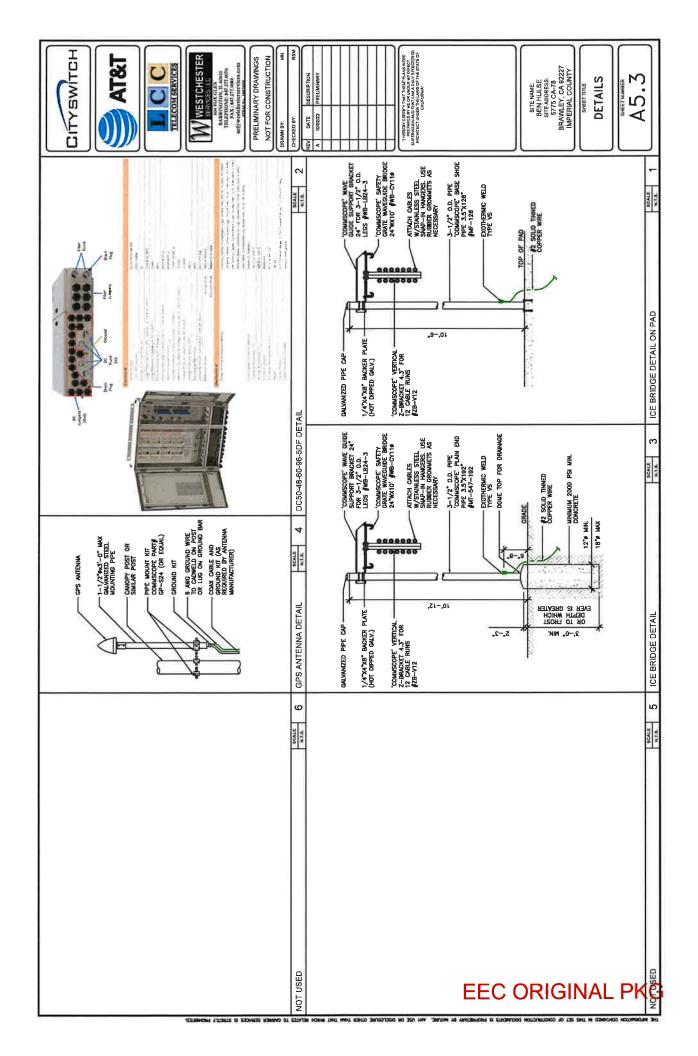


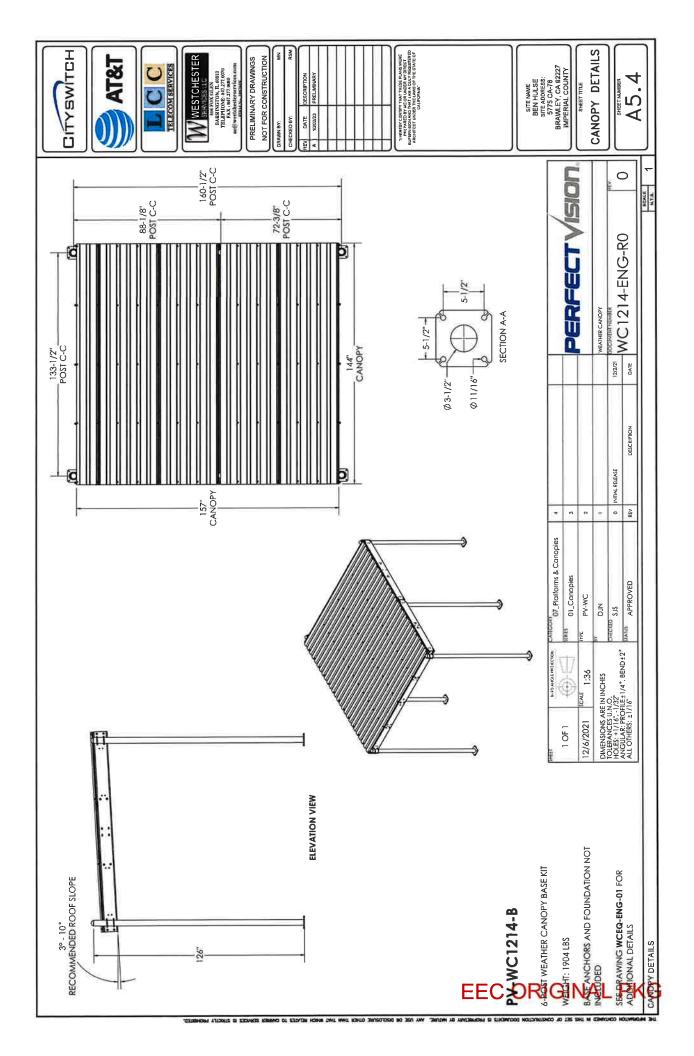
			מבי אורעוים							
CONTRACTOR IS TO REFER TO ATALYS MOST	SECTOR POS	S TECH	ANTENNA	E HEIGHT	74	UNA/RRU	DC SURGE AND DISTRIBUTION	CABLE TIPE	SAGE TO SE	DOWN
COURTENT RADIO FREQUENCY DATA SHET (RFDS) PRIOR TO CONSTRUCTION. CARE I ENOTHS WERE DETERMINED RASED ON THE		LTE 700/1900/AWS	COMMSCOPE NNH4-65C-R6H4 (N)		55 b	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON 8843 B2/B66A (N)* *ON DUAL MOUNT BRACKET			-	GITYSWITCH
DESIGN DRAWING CONSTRUCTION WALK.	~	ij	î	148'-0"	а		(1) DC9-48-60-24-8C-EV (N)	(2) 8 AWG DC TRUNK LINE (N)		
CONTRACTOR TO USE MOSENBENDER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).	( )	E.	ı	¥g.	1	ı,	*ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	8	A A A
aness		) UMTS 700	COMMSCOPE NNH4-65C-R6H4 (N)		ъ	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET				0
LE MARKING LOCATIONS TABLE		UMTS 700	COMMSCOPE NNH4-85C-R6H4 (N)		120	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET				O TELECOM SERVICES
LOCATIONS EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.		ï	ï	148′-0"	r		(1) DC9-48-60-24-8C-EV (N)	(2) 8 AWG DC TRUNK LINE (N)		- WWESTCHESTER
EACH MAIN COAX SHALL BE COLOR CODED WITH  (1) SET OF 3" WIDE BANDS NEAR THE  TOP-JUMPER CONNECTION AND WITH (1) SET OF		į,	•0	1 de	E	10	*ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	525.	BARRINGTON, IL 4600 0100, LT, TREEPHONE: 447, 277, 0070 VAX. BL 27, 0070
3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BITS OR TRANSMITTER BUILDING. CABLE ENTRY PORT ON THE INTERIOR OF		LTE 700/1900/AWS	COMMSCOPE NNH4-65C-R6H4 (N)	•	120	1) ERICSSON 4449 B5/B12 (N)* () ERICSSON 8843 B2/B88A (N)* *ON DUAL MOUNT BRACKET				0 PRELIMINARY DRAWINGS
INE SHELTER. ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH		UMTS 700	COMMSCOPE NNH4-65C-R6H4 (N)		240	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET				0 NOT FOR CONSTRUCTION DRAWMBY: MI
END OF THE BOTTOM JUMPER. ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH		Í	£0		10	t.	(1) DC9-48-80-24-8C-EV (N)	Viv Crack River to Viv		CHECKED BY:
END OF THE BOTTOM JUMPER.	0		COMMSCOPE NNH4-65C-R6H4 (N)		240 (1	ERICSSON ERICSSON FON DUAL	FULL SQUID* ON ANTENNA ARM	CO (SHARED WITH A1/81)	522,	10/02/23
THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINY, TAPE. THE STANDARD IS BASED ON EIGHT COLORED		_	(4)		200	0.			1	
TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET, THESE TAPES MUST 3E 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH										
35 VINY, ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ALL TAPE TECTRICIAN OF CONTRACTOR ON SITE ALL TAPE										1 11
SHALL BE INSTALLD USING A MINIMUM OF (3) SHALL BE WEARS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.		DES SAFETY FACTOR OF ACTOR TO VERIFY RF DATI	20' FT. (10 FT, AT BOTH ENDS OF TA WITH AT&T WIRELESS CONSTI	CABLE RUN)	GER AND/C	JR RF	(N) = NEW (X) = EXISTING (XR) = EXISTING	SYELOCATED		ARCHECT VIOLET AUGUSTA VOREZ BUPERVISION AND THAT I AM A DULY REGISTRED ARCHECT UNDER THE LAWS OF THE STATE OF GALL'ONINA.
USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE CALOR CHART"			ABLE PARRITING COLOR CONNER	#ICN TABLE	43.5	*	(E) = ELECTRIC (M) = MECHANI	4r.		
WHO WE EXCENT CONTROLL BY IN- WENN AN EXCENS CONTROLL WE THAT IS INTROLLOGIES IN BEAUTION WHO THE CONTROLL FOR THE DESIGN OF CONTROLL SCHOOL WE EXTEND THE COLUMN SCHOOL THE DESIGN OF COLUMN SCHOOL WENN REPUEBLE THE COLUMN SCHOOL STANDARD. IN THE ASSENCE OF AN IN-	-		DED ORANGE SLATE ORANGE COURT	- No. 10		AS RED VIOLET ORANGISE VIOLET SLATE		UB CITATI Function LTE-700-A-R84-A1 LTE-700-A-R84-A2 LTE-700-A-R84-A2 LTE-700-A-R94-A3		
OR WHEN INSTALLING PROPOSED COXXIL CABLES. THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SHE REGARDLESS OF TECHNOLOGY.		_	14.			He	ifr # Taper Band Color: Blue	Function		SITE NAME:
COLOR BANDS INSTALLED AT THE TOP OF THE TOP STALL BE A MINIMUM OF 3" WIDE, AND STALL BAY A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.	, a	America Pro- AID 12 mg more 1 cut	WHITE CHARCE CHARCE PRODUCTS OF A TOTAL CHARCE CHAR	S att NO ORENVER OF STATES				LTETONS STORTS. LTETONTS - BEG1500-B-RRH-B3 Sector B Spare		BEN HULSE SITE ADDRESS: 5775 CA-78 BRAWLEY, CA 92227 IMPERIAL COUNTY
TO COLOR SAML BE INSTALLED SO AS TO CALGN NEXITY WHI ONE ANOTHER FROM TO CALES AT THE SITE AREADY HAVE A FOUND CORNE SCHELLE AND THEY ARE NOT	32	Sweezer.	2.30	CLC: CATCH GEOWN BE		45 45 Million Valores		LTE-700-C-RRH-C1 LTE-AWS-C-RRH-C2 LTE-AWS-C-RRH-C2 LTE/JMTS-RS/0/1900-C-RRH-C3 Sector C Spare		SCHEDULE & CABLE NOTES
INTENDED TO BE RECISED OR SHARED WITH THE NEW TECHNOLOGY, THE EXISTING COLOR CODING STANEME SHALL REMAIN UNTOUCHED.	130	0 0	OHANTE OBBRICO ORDRECT VIOLET STATE STATE STATE STATE STATE STATE	Olivingty or violet Staffy a	PANCE POLICY POL	PANGE, OBARIGE VIOLE STATE STA	No Tape Band			SHEET NUMBER
H	SCHEDULE	111							BCALE	1
THE STATE OF THE PROPERTY OF THE PROPERTY OF THE STATE OF	CABLE MARKING LOCATIONS TABLE  CABLE MARKING LOCATIONS TABLE  CABLE MARKING LOCATIONS TABLE  CORD WITH (1) SET OF 3" WIDE BANDS.  (1) SET OF 3" WIDE BANDS.  (2) (1) SET OF 3" WIDE BANDS.  (3) SET OF 3" WIDE BANDS.  (4) SET OF 3" WIDE BANDS.  (5) SET OF 3" WIDE BANDS.  (6) SET OF 3" WIDE BANDS.  (7) SET OF 3" WIDE BANDS.  (8) THE STITLEN BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.  (9) THE STITLEN BANDS WISH THE BUILDING.  (1) THE STITLEN BANDS ON EACH BE OF 3" WIDE WIDE BANDS ON BANDS ON STRUCK ON STR	NONKEER APPROVED  ONS TABLE  ONS TABLE  GOLOR  TIGNOS  COLOR  WINTOWS  COLOR  WINTERNOR TO  BE COLOR CODED  BANDS ON EACH  WINTERNOR TO  CODING TAPE  WINTERNOR TO  WINTERNO	NONKEER APPROVED  ONS TABLE  ONS TABLE  GOLOR  TIGNOS  COLOR  WINTOWS  COLOR  WINTERNOR TO  BE COLOR CODED  BANDS ON EACH  WINTERNOR TO  CODING TAPE  WINTERNOR TO  WINTERNO	NONKEER APPROVED  ONS TABLE  ONS TABLE  GOLOR  TIGNOS  COLOR  WINTOWS  COLOR  WINTERNOR TO  BE COLOR CODED  BANDS ON EACH  WINTERNOR TO  CODING TAPE  WINTERNOR TO  WINTERNO	NOWEER APPROVED  ONS TABLE  ONS TABLE  GOLOR  TIGNOS  COLOR  MININGS  COLOR  MININGS	1	STATE   APPRIONED   APPRIONE	1   UNITS 700   NINH-45C-REH (N)   120   (1)   FREESSON 4479 B14 (N)*   (1)   FREESSON 4479	1 UNTS 700 NANT-GEO-REM4 (0)   10 FREESON 478 B14 (0) FREESON 478 B14 (0)   10 FREESON 478 B14 (0) FREESON 478 B14	1   1   1   1   1   1   1   1   1   1

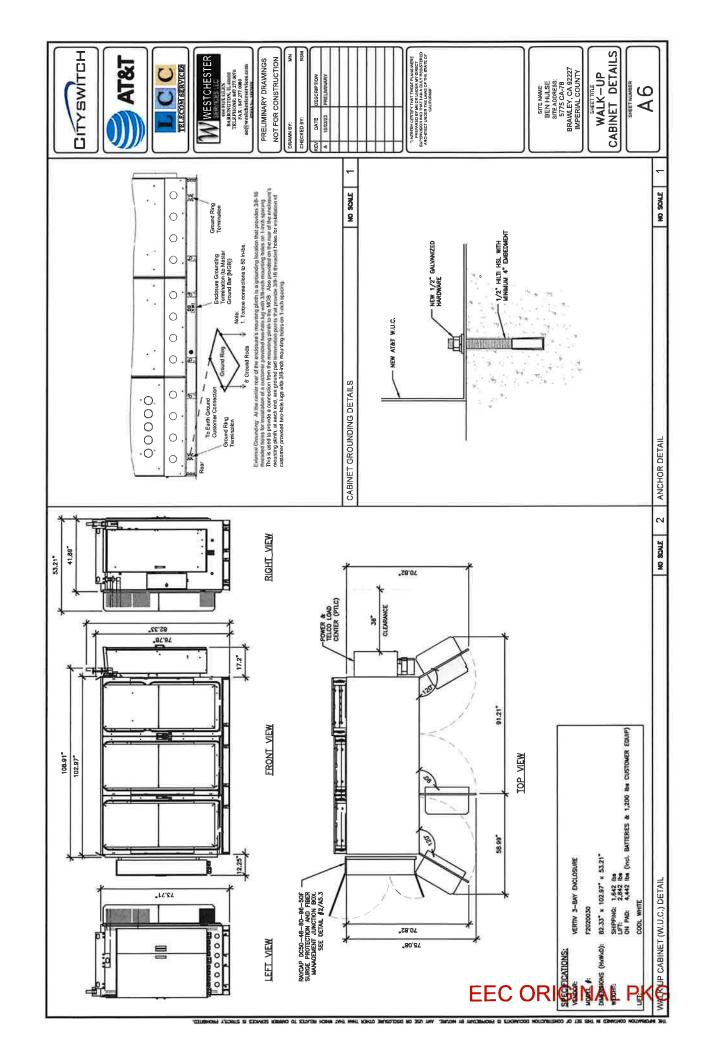












SD030 | 2.2L | 30 kW INDUSTRIAL DIESEL GENERATOR SET

GENERAC INDUSTRIAL

Standby Power Rating 30 kW, 38 kVA, 60 Hz

Prime Power Reting\* 27 kW, 34 kVA, 60 Hz

-







# **Powering Ahead**

For over 60 years, Generac has provided innovative design and superior manufacturing.

Not all codes and standards apply to all configurations. Contact factory for details.

**Codes and Standards** 

UL2200, UL6200, UL1236, UL489, UL142

3

(A) (S) CSA C22.2, ULC S601

DIN (Y) BS5514 and DIN 6271

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gansots utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse confolibris.

ALTERNATOR SPECIFICATIONS

Senerac is committed to ensuring our customers' service support continues after their generator purchase

SD030 | 2.2L | 30 kW INDUSTRIAL DIESEL GENERATOR SI

EPA Certilled



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CITYSWITCH

# APPLICATION AND ENGINEERING DATA

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Cooling System

40.00	Perknis	Coostild Syrietti 1506	٥
EPA Figurations Complete e	Stationary Empigiancy	Water Purry Type	P
EPA Emissions Relationce	See Emission Data Sheet	Fan Type	Pi
Cylinder #	7	Fan Speed - RPM	
Type	In-Line	Fan Diameter - in (mini)	12
Displacement = in <sup>3</sup> iL)	135 (2.22)		
Bore +41 (mm)	3.3 (84)	Fuel System	
Stota - 11 libras	3 9 (100)	FuelType	
Compression Ratio	23 1	Fuel Specifications	1
intake Air Method	Turbotharged	Puer Base of Actual	~
Cylinder Head	Custivon	Fuet Finet Purity	ā
Pistori Iyae	American	Fuel Ptm3 Type	143
Crankshaff Type	Forged Steel	Niccial Type	17
		fuel Supply Line - in (mm)	0
Engine Governing		Fuel Relum Lux in imm)	0

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Governor	Exerronic Isochronous
Frequency Regulation (Steady Sta't!)	±0.5%
Lubrication System	

# Engine Electrical System

TOR



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)E	(133Ht	⋖

NO SCALE

E SPEC SHEET

Date .	Perkins	Cooking System Type
EPA Franscions Compt e	Stationary Empigiancy	Water Pointy Type
EPA Em ssions Relatence	See Emission Data Sheet	Fan Type
Cylinder ==	7	Fan Spood BPM
Type	וט-ריטה	Fan Diameter - in (mmi)
Displacement = in <sup>3</sup> iL)	135 (2 22)	
Bore ===== (mm)	3.3 (84)	Fuel System
Store - 11 three	3 8 (100)	FuglType
Compression Ratio	23 1	Fuel Specifications
intake Akr Mathod	Turbocharged	Puel Ethinee (Chronis)
Cylinder Hend	Cust Iron	Fact Floor Pung
Piston type	America	Fuel Pr.mn Tyer

WESTCHESTER

TELECOM SERVICES

PRELIMINARY DRAWINGS

BARRINGTON, IL 6010
TELEVIONE: 647 277 0070
FAX: 847 277 0080
sc@westchesterytes com

NOT FOR CONSTRUCTION

DATE

5	
5	Exerrence (Sechrences
ncy Regulation (Steady State)	±05%

System Voltage	12 VDC
Battery Charger Allumore	Straint
Statesty State	See Ill. 2016 19703
Dattery Vollage	12 VDC
Ground Polasity	Negalive

## SPEC SHEET

Beanings
Coupling
Coupling
Lead Capacity - Standay
Prototype Short Circuit Test
Vollage Hogrestor Type
Numrice of Sensed Phares
Regulation Accuracy (Steady State)

SHEET INC	GENERA	DETAIL	

DETAILS	SHEET NAMBER
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NEMA ICS10, MG1, 250, ICS6, AB1

ANSI C62,41

ISO 3046, 7637, 8528, 9001

NEC700, 701, 702, 708

NFPA 37, 70, 99, 110

SAE J1349

SD030 | 2.2L | 30 kW INDUSTRIAL DIESEL GENERATOR SET EPA Certiled Stationary Emergency

OPERATING DATA

# POWER RATINGS

		Slandby
Single Phase 120,240 VAC @1 Opf	30 kW	Amps 125
Three Phase 120/208 VAC @ Bai	30 KW	Anps 104
Three-Phase 120/240 VAC @0 apl	30 kW	Amps 90
Three Phase 277/460 VAC @0 6pt	30 KW	Annps 45
Three-Prince 346/600 VAC (@0 3pl	30 kW	Amps 36

# MOTOR STARTING CAPABILITIES (SKVA)

		de offere or train	die of		
120/240 VAC 10	30%	277/480 VAC 38	30%	208/246 VAC 38	30%
A0035044121	8	K0035124Y21	1.9	K0035124Y21	9
AUCH00441121	ಸ	K0040124Y21	76	K0040124Y21	58
Angs00441121	55	K0050124Y21	98	K0050124Y21	75

# FUEL CONSUMPTION RATES

		;
Fuel Pump Lift. It (m)	Percent Load	
3(1)	25%	
	°,fc	
Total Fuel Pump Flow (Combustion + Relum) - agh (Lph)	75%	
16 6 (63)	1001%	
	Figure 7 and more accom-	STREAM Should

# COOLING

		(course)
Coolant Flow	(md) (ind)	14 9 (56 2)
Coolant System Capacity	gal (L)	25(95)
Heat Rejection to Coolant	BTU/Hi (KW)	126,638 (136)
Inkil Ar	cini (m³3u)	2.800 (1.757)
Maxinum Operating Antivent Temperature	-F (-C)	122 (50)
Mischan Opietznij Antanie Inniperatun (Referi Detzki)	Se dalifin	To 0199210550
Mavmum Additional Radiator Backpressum	m H <sub>2</sub> O (кРз)	05 (0 12)

ENGINE		Flow at Rated Power - offit (107/min)	00 (2.5)
	Sichie		

# COMBUSTION AIR REQUIREMENTS

Sandby   S		ENGINE			EXHAUST	
ทาง กฎ 49 เรากา กฎ 49 เรากา กรกกรณา 1181 (360)				Standby		
hp 49 (Стіп (пулькі) 1.181 (360)	`	Rated Engine Speed	RPM	1,800	Exnaus: Flow (Rated Ousputi	2
1 (film) (them) 1 181 (360)	(	Florsepower al Rated kW**	ф	46	Max. Allowable Backpressure (Post Turbocharger)	9
		Piston Spend	Umin (mynum)	1.181 (360)	Expans: Temperature (Raled Dulput)	-

Duration - Operational characteristics consider maximum ambient conditions.

District - Operational characteristics consider maximum ambient conditions.

Standary, See a Bulletin 1019/201588.

Prime - See Bulletin 1019/201588.

Prime - See Bulletin 1019/201588.

)	Rated Engine Speed	riP!A
(	Horsepower al Rated kW**	ם
	Piston Spend	IVmn (
) F	BMEP	psi (kP
3	** Refer to "Embsions Data Sheet" for maximum	танали

159 (1.096)

SPEC SHEET

T X GEMPATOR DETAILS

SD030 | 2.2L | 30 kW INDUSTRIAL DIESEL GENERATOR SET EPA Certiled Stationary Emergency

GENERAC INDUSTRIAL

DIMENSIONS AND WEIGHTS\*



CITYSWITCH



**AT&T** 



# WEATHER PROTECTED ENCLOSURE

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

BARRINGTON, IL 60010
TELRPIONE: 647 271 0070
FAX: 847.277.0080
ac@westchesterserviezs.com

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TELECOM SERVICES

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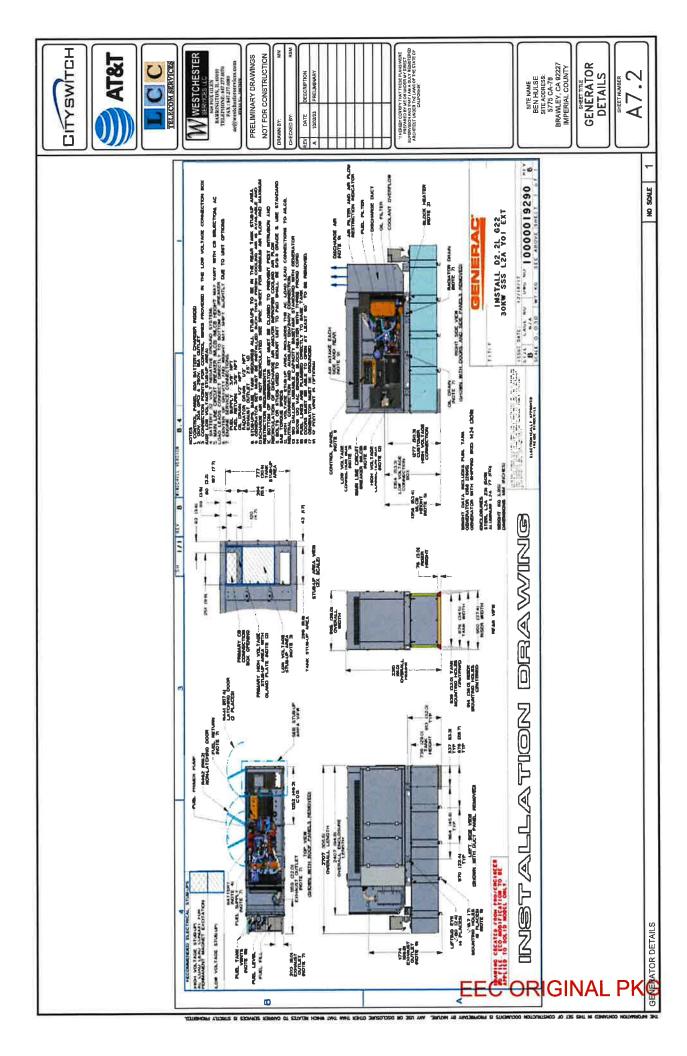
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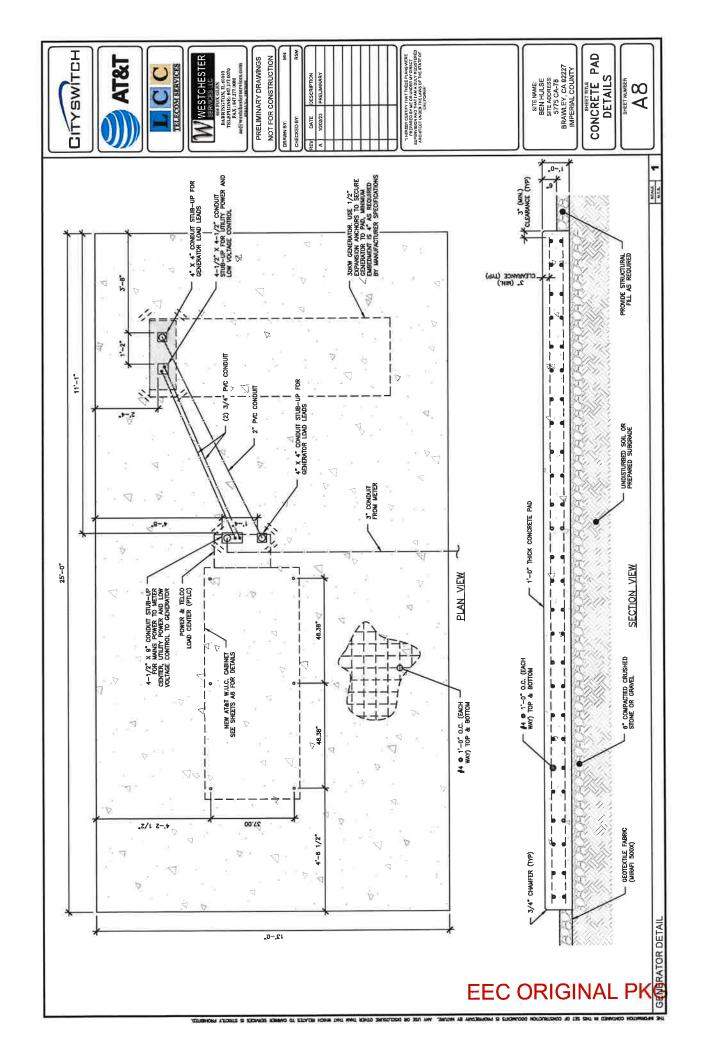
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BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

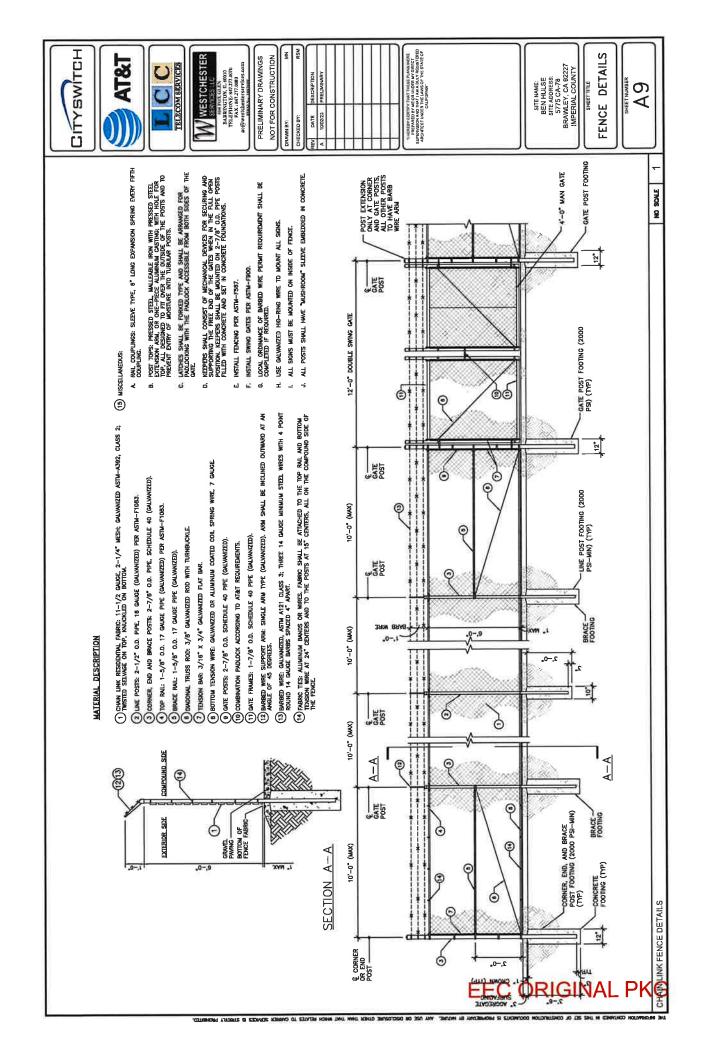
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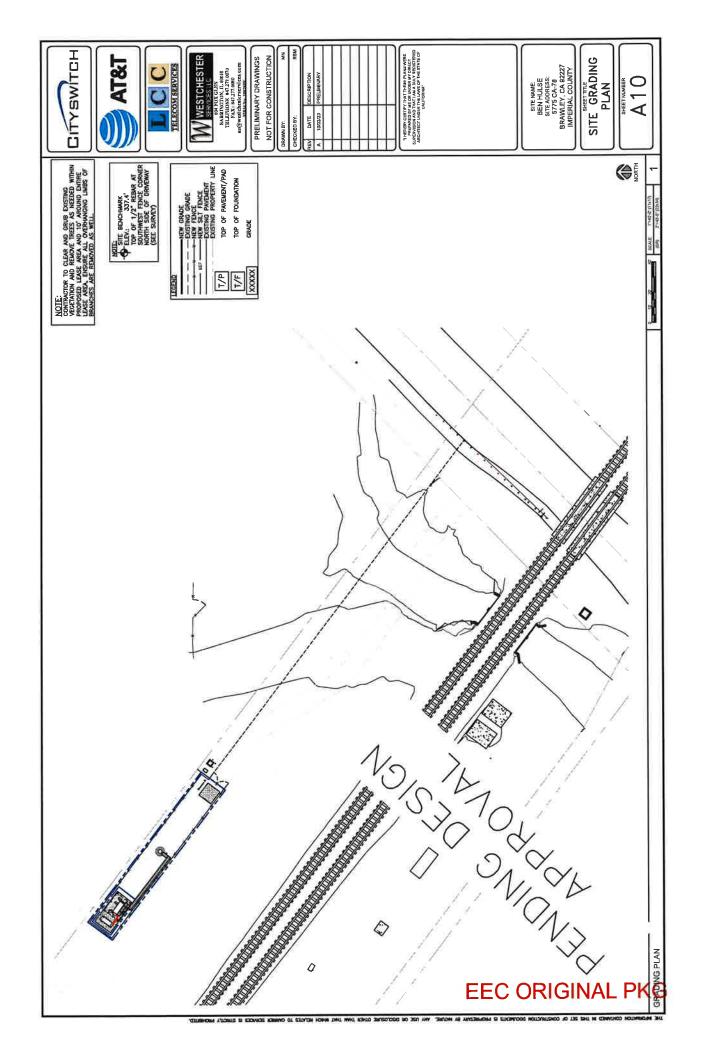
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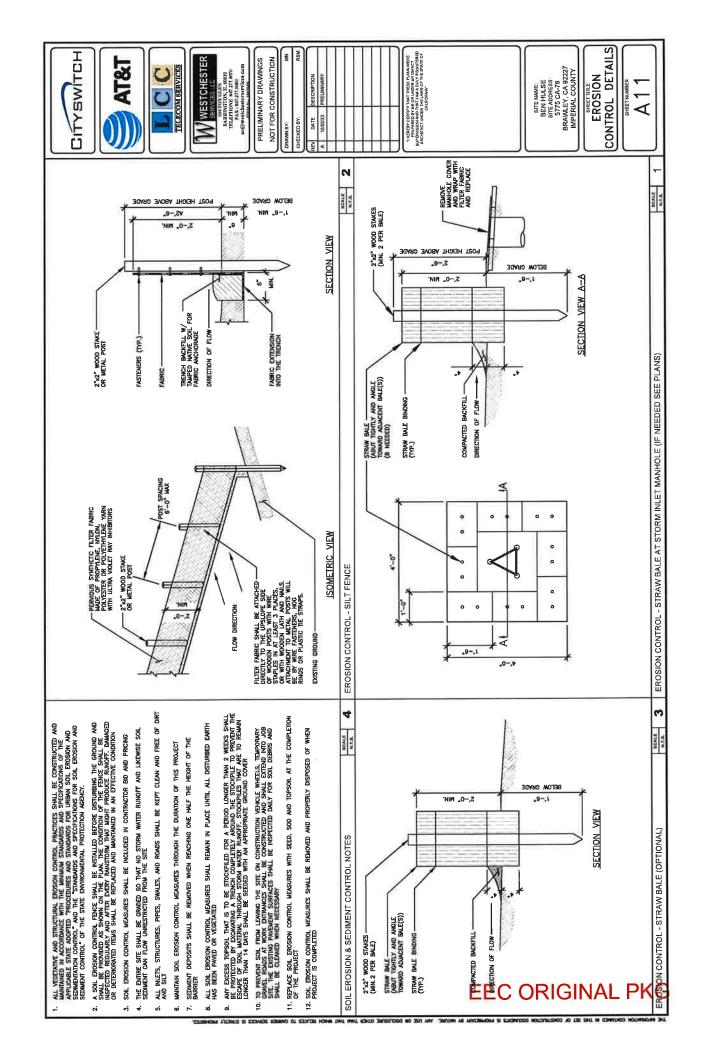
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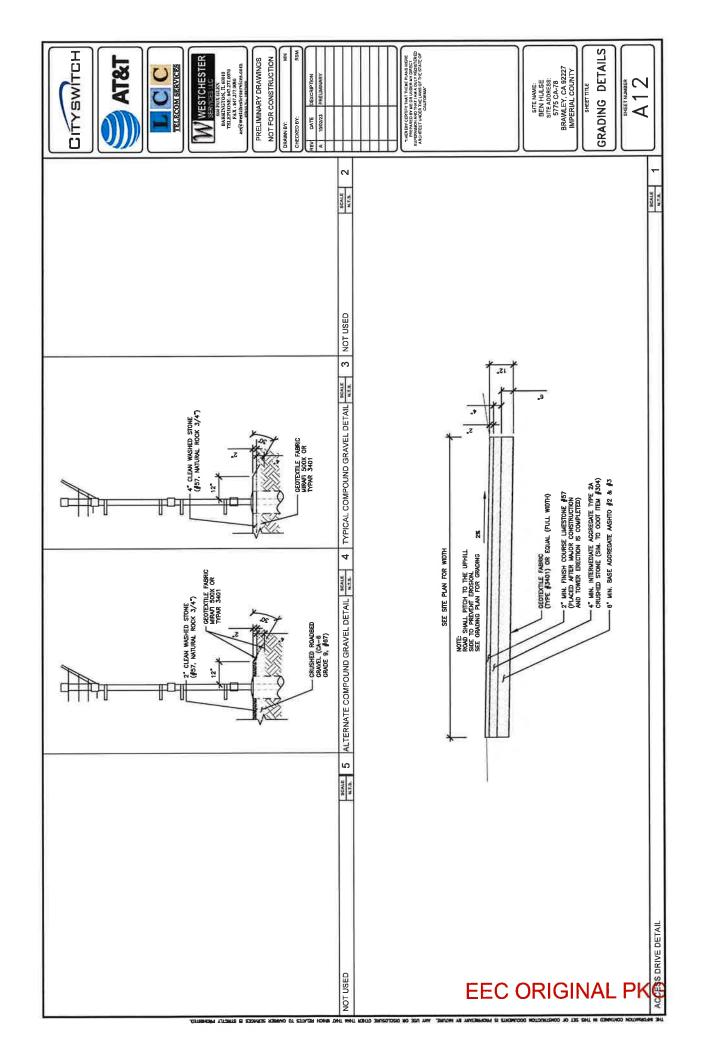


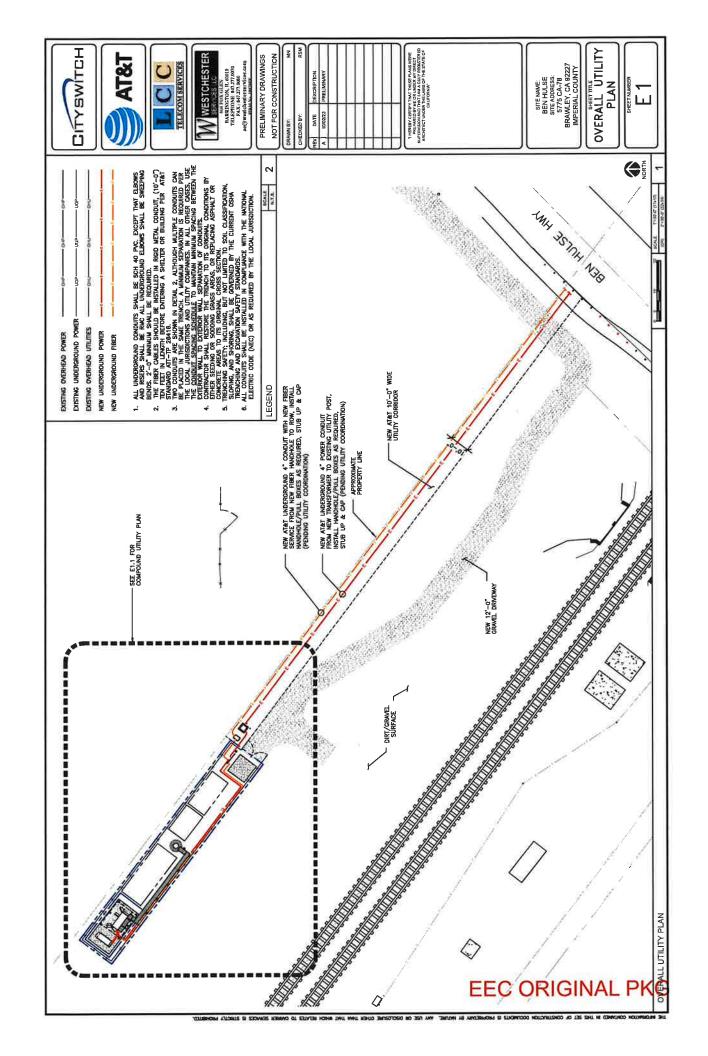


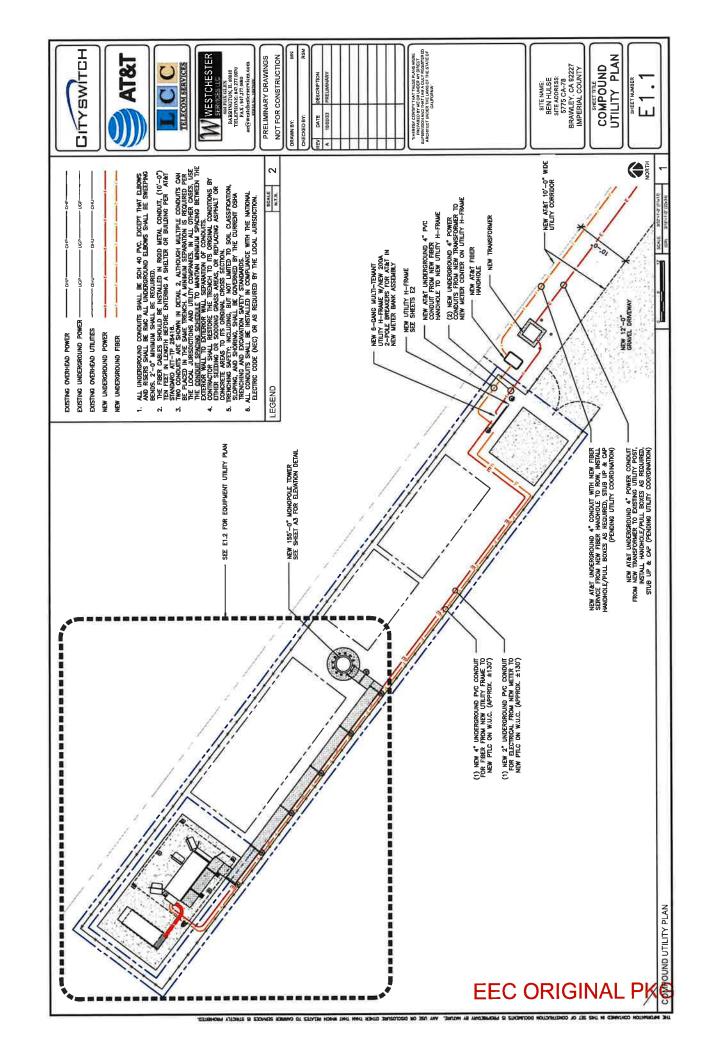


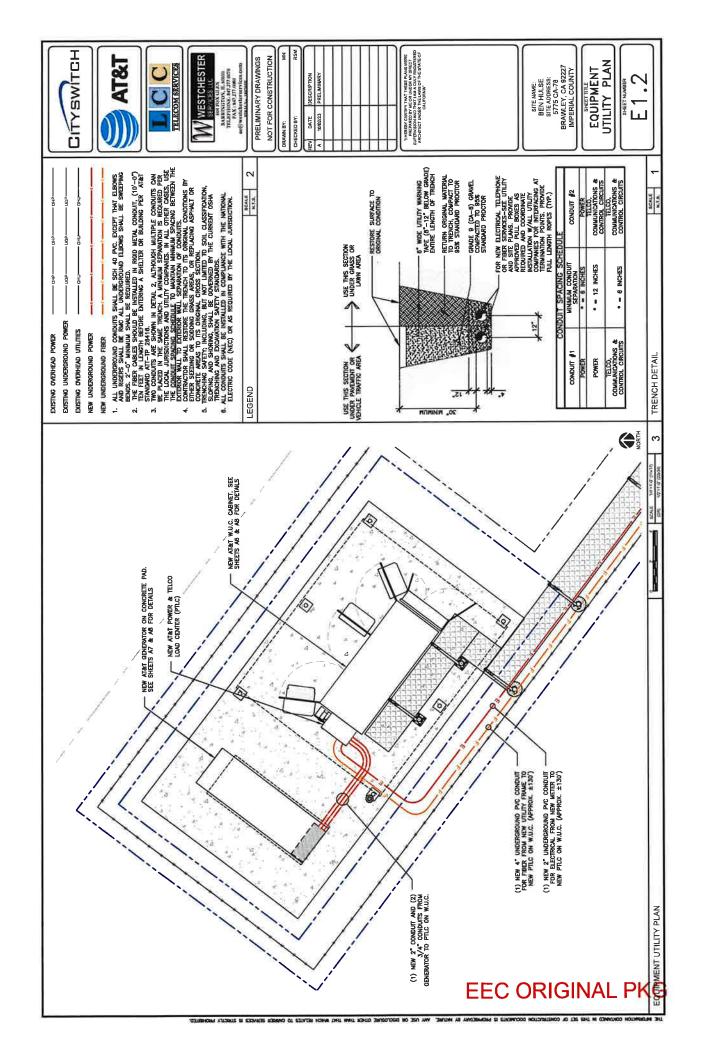


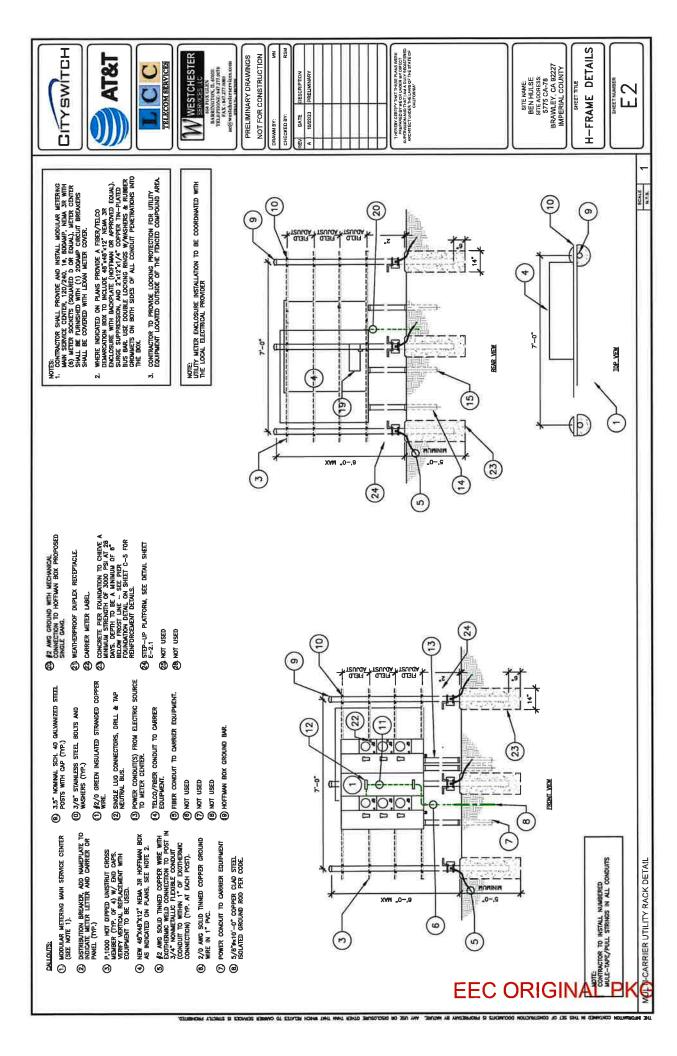


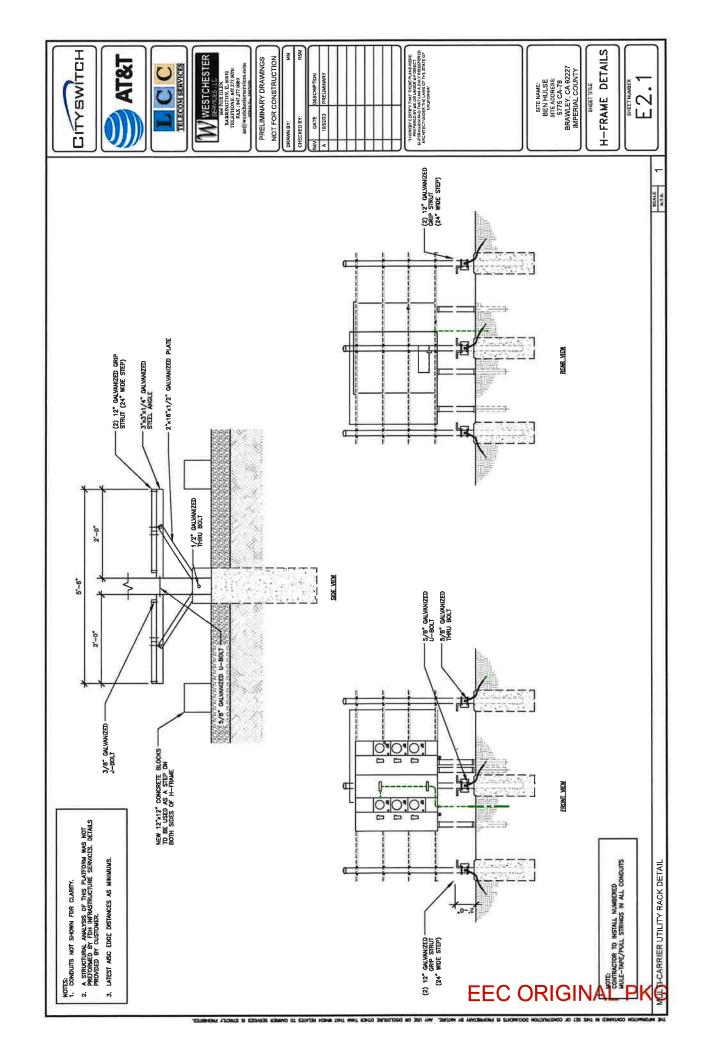


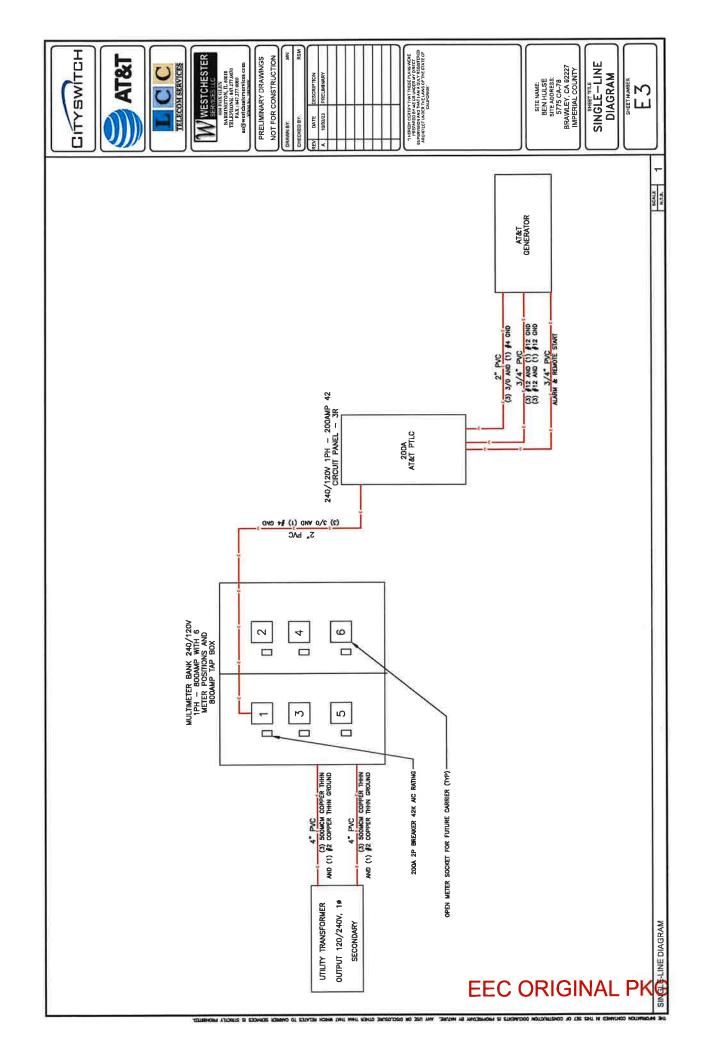


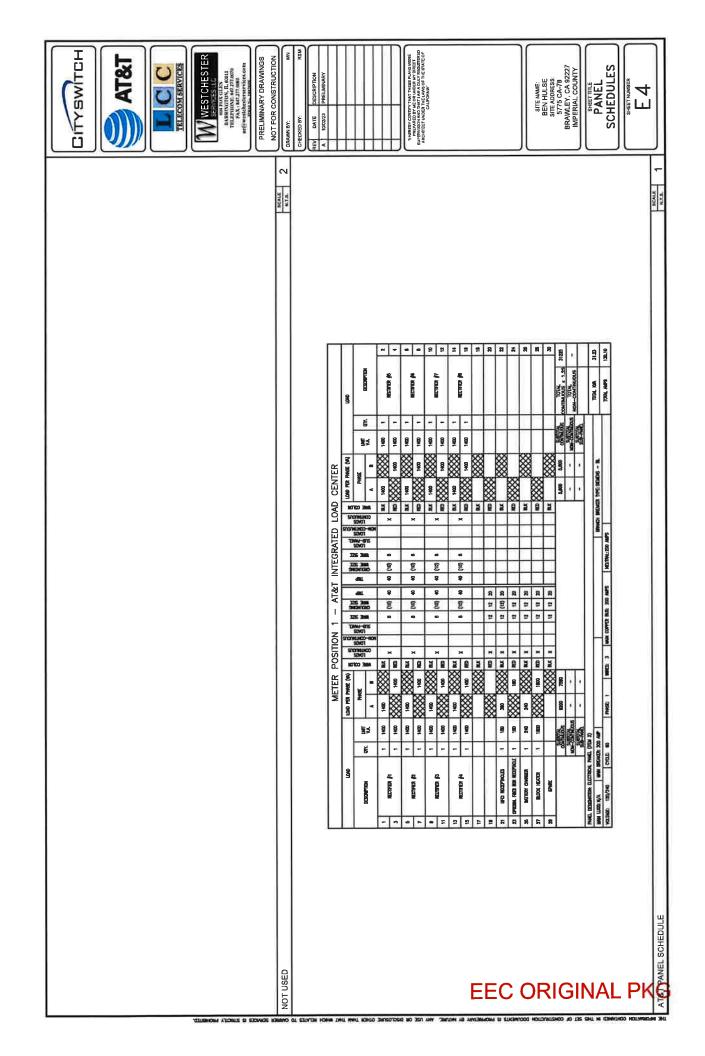


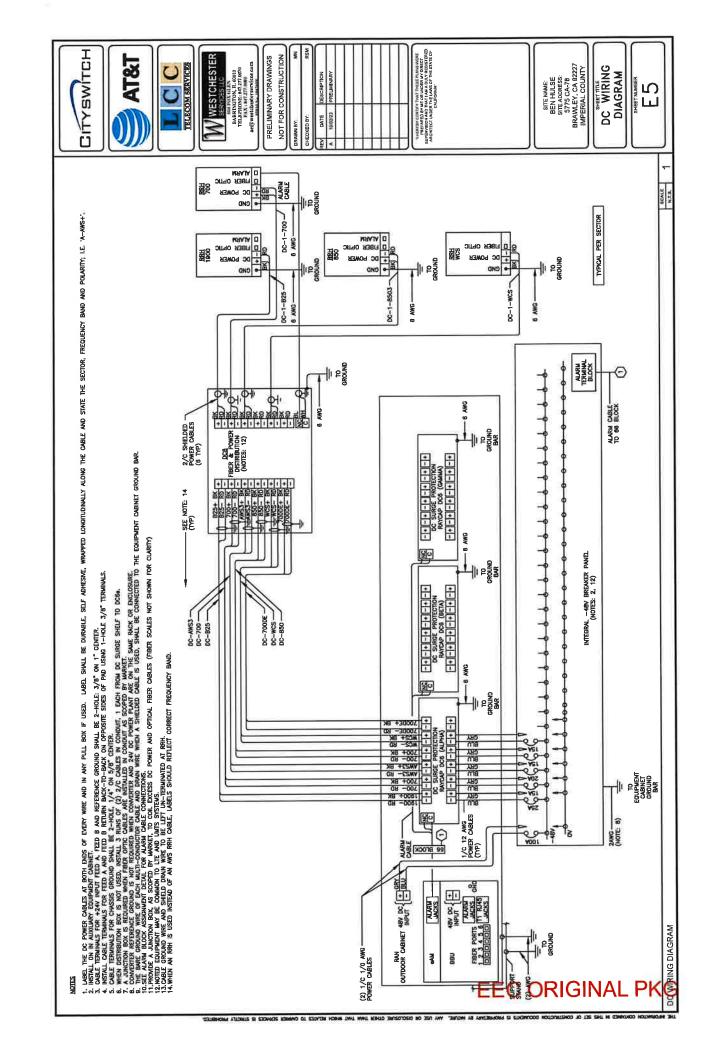


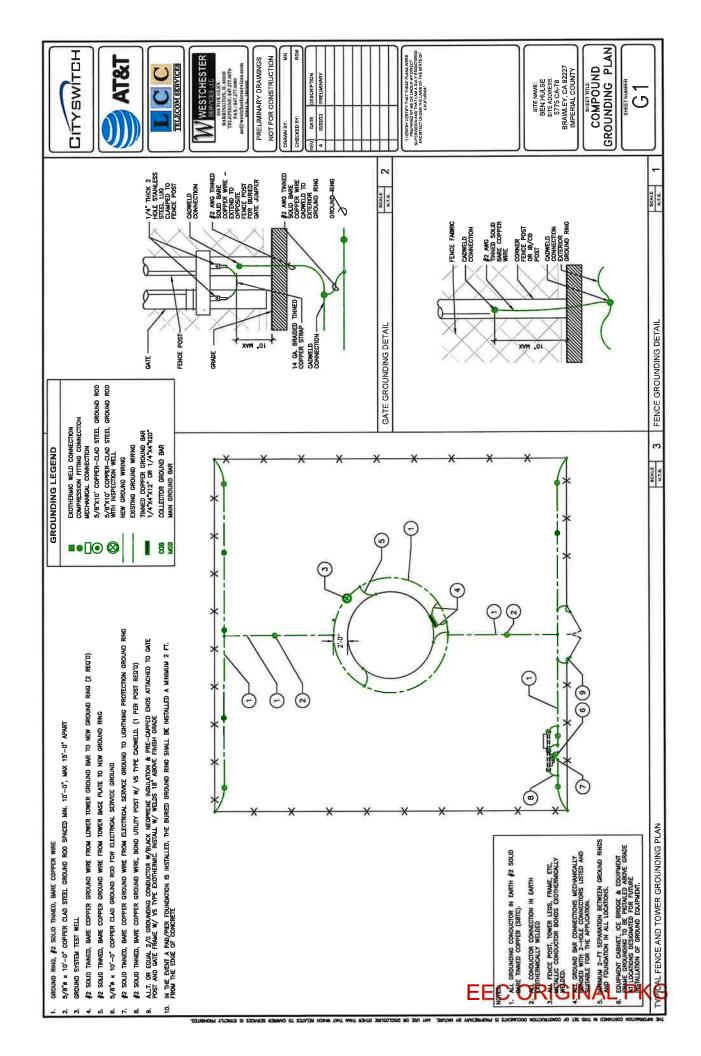


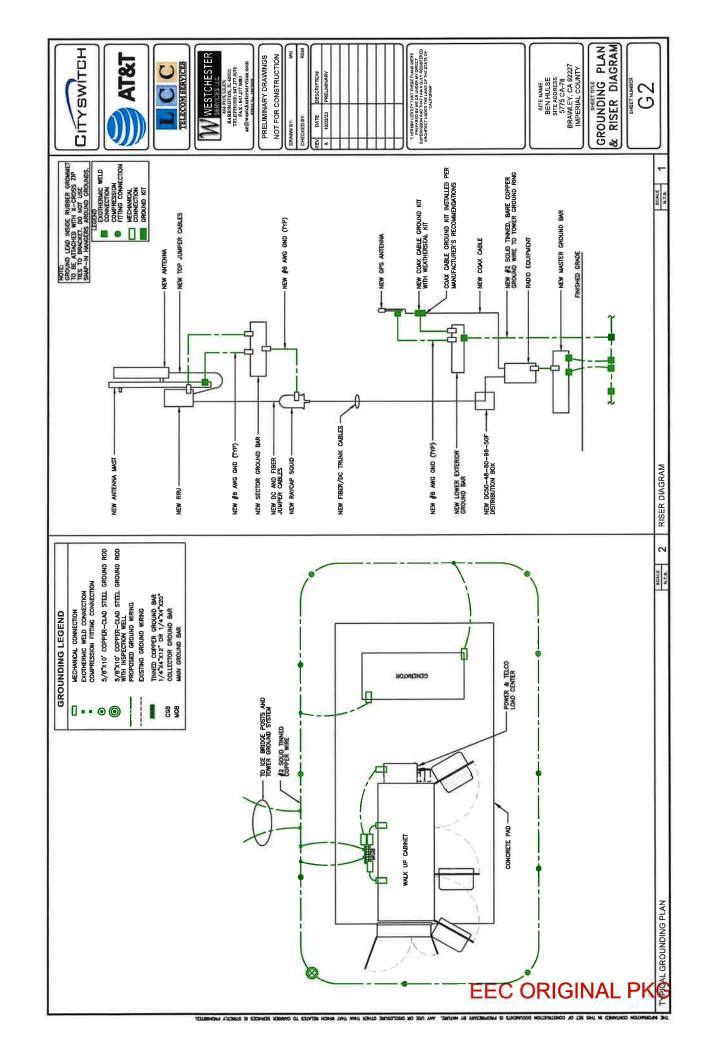


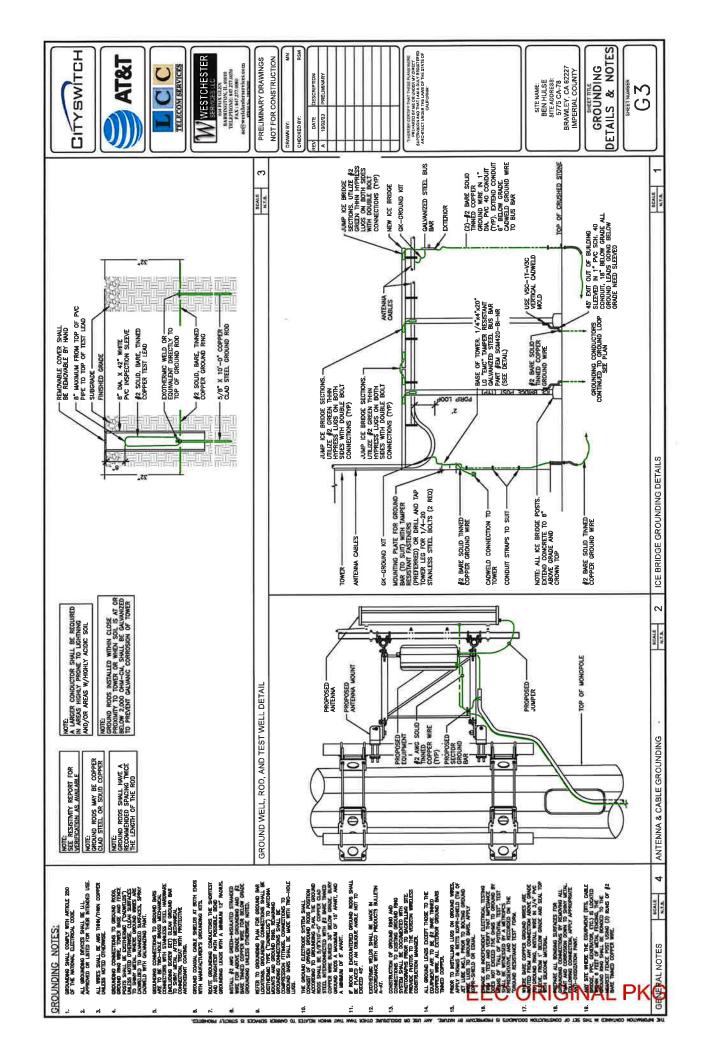


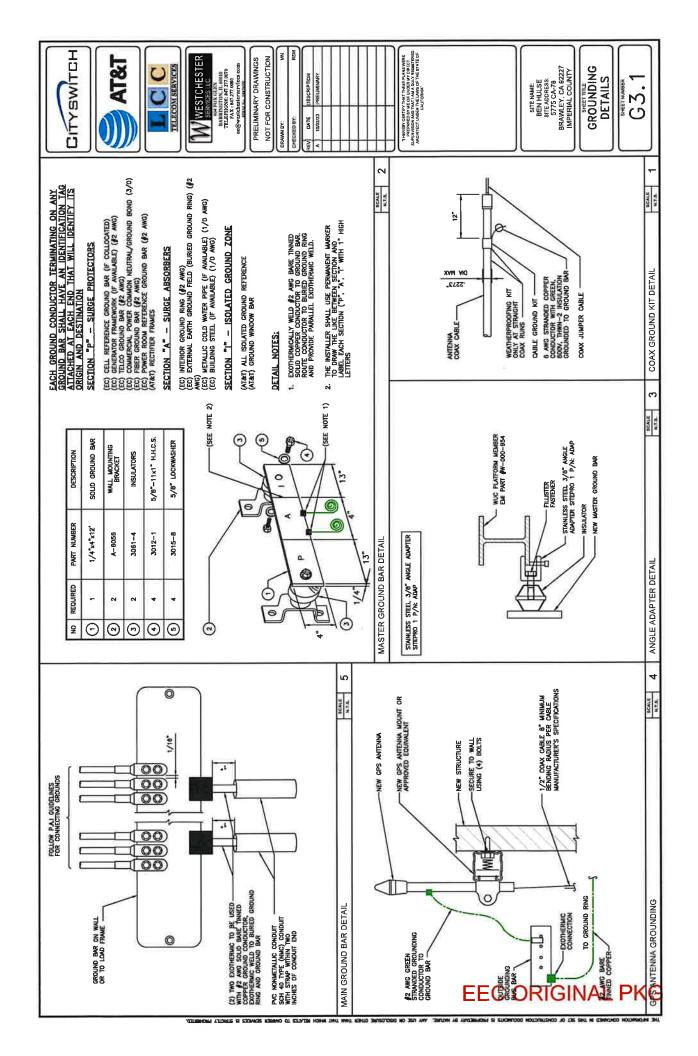


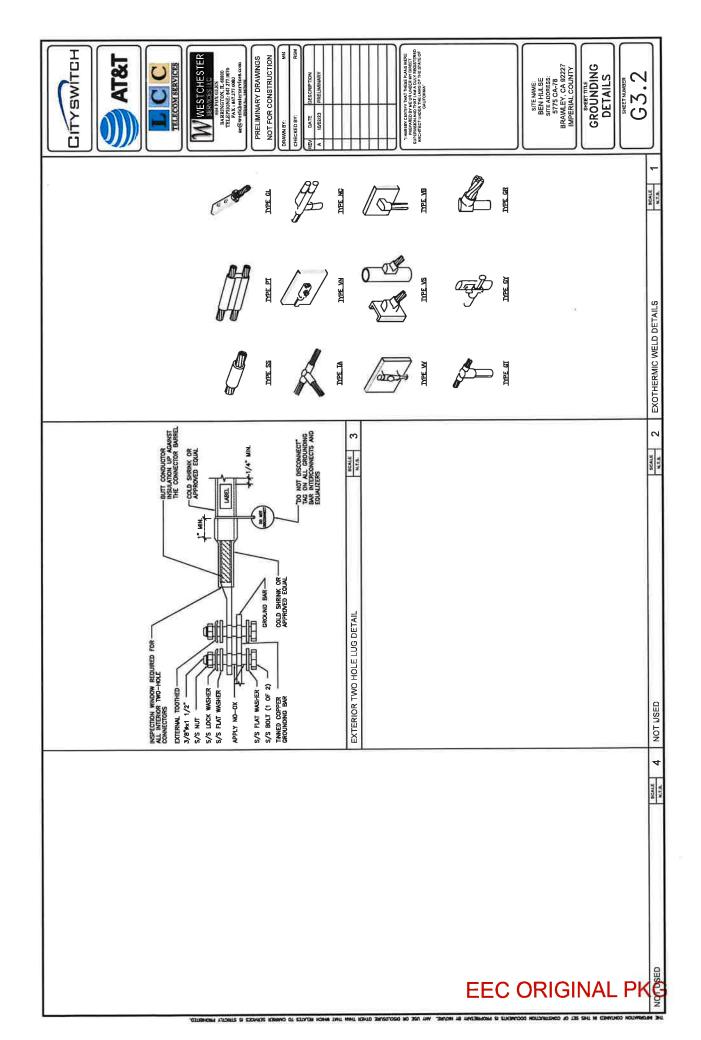


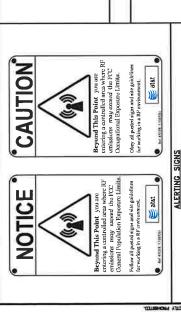
















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PROPERTY OF AT&T

AUTHORIZED PERSONNEL ONLY

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DATE DESCRIPTION 10/02/23 PRELIMINARY

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SIGNAGE GUIDELINES CHART

INFO SIGN #3

INFO SIGN #2

SIGNAGE

SHEET TITE

SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SIGNAGE

## Lease

Site Name: Ben Hulse CitySwitch Site: CAC009 UP Audit Number: ######

#### TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 3<sup>rd</sup> day of May, 2022 (the "Effective Date"), between Union Pacific Railroad Company, a Delaware corporation, having an office at 1400 Douglas Street, Omaha, Nebraska 68179, hereinafter referred to as "Licensor", and CitySwitch – II-A, LLC, a Georgia company, having an office at 1900 Century Place, Suite 320, Atlanta, Georgia 30345 hereinafter referred to as "Licensee".

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately forty-five feet (45.00'), by fifty-seven feet (57.00'), containing a total of 2,565 square feet, combined with an approximate ten foot (10') by two hundred eighty foot, (280.00) access and utility corridor containing 2,800 square feet on the parcel of land on Licensor's railroad right-of-way and located in <u>Brawley, California</u>, in the County of <u>Imperial</u>, as presented on the attached Plot Plan, described in <u>Exhibit "A"</u>.

Licensor agrees to allow construction of a One Hundred Fifty-Five (155') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

THEREFORE, in consideration of the mutual covenants herein contained, Licensor and Licensee agree as follows:

#### 1. **GRANT**:

Licensor grants to Licensee the right to construct the Tower and Facilities together with non-exclusive rights of access for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Licensor's property, the location of said rights of access being limited to the locations shown on **Exhibit "A"** attached hereto. Licensee shall have the right to use the Premises for the location of the Tower and Facilities. Licensee shall be responsible for all costs and activities associated with the construction of the aforementioned Tower and Facilities. Equipment owned by and installed, operated and maintained by Licensee will be installed at the Premises. The Licensee's use of the Premises shall be subject to the terms and conditions of this Agreement, specifically including but not limited to, the General Terms and Conditions, attached hereto as **Exhibit "B"** and made a part hereof.

### 2. TOWER FACILITIES:

Licensor grants to Licensee the right to construct the Tower on the Premises for the installation of its communications antennas. The Tower and Facilities will be located within the area further defined on **Exhibit "A"** of this Agreement.

#### 3. EQUIPMENT FACILITIES:

Licensor grants to Licensee the right to locate on the Premises, in an area close to the base of the Tower, one (1) concrete slab measuring sixteen (16') feet by twenty-two (22') feet] that will be used to mount the Tower and Facilities installed on the Premises by Licensee. The Facilities will be located within the area further defined on **Exhibit "A"** of this Agreement. Licensee may install, as part of the Facilities on the Premises all other related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises, subject to the other terms and conditions in this Agreement.

#### 4. PLANS:

Licensee shall submit detailed site plans and technical specifications for the construction of the Tower and Facilities at the Premises to Licensor for Licensor's approval prior to the commencement of construction thereof. Licensor shall not unreasonably withhold, condition or delay such approval. The approved site plans shall be made a part of this Agreement and be attached to the Agreement as **Exhibit "A"**. In the event any modifications to the Tower or Facilities, or any other improvements or installations on the Premises, are desired by Licensee or any approved sublicensees of Licensee, then the plans and technical specifications for such modifications, improvements or installations shall also be subject to Licensor's approval prior to commencement of construction thereof.

#### 5. PERMIT:

Licensee shall have the obligation to apply to the municipality or any other state or federal authority, as may be required, for a permit to construct the Tower and Facilities at any time during the term of this Agreement. Licensee shall prepare, at its sole cost and expense, all site plans (i.e., engineering and architectural documents) which are required pursuant to its application for the foregoing permit.

Licensor agrees to reasonably cooperate with Licensee in its efforts to obtain any necessary permits from the municipality or any other state or federal agency, as the case may be. Licensor further agrees not to unreasonably withhold consent to any such application for and during the term of this Agreement, and further agrees to execute all necessary application forms that may be reasonably required. Licensor shall further appear for testimony before any municipal, state or federal board in the event same is required for approval. Any application so filed, however, shall be at the full cost and expense of Licensee, said cost and expense including, but not being limited to engineering fees, application fees, legal fees and such other costs as may be incidental to the pursuance of any such application.

Licensee shall be responsible for ensuring that all equipment installed by Licensee complies with the applicable rules and regulations of the Federal Communications Commission (hereinafter, the "FCC") and the electrical code and other applicable codes of any other governmental authority having jurisdiction over the Premises or such equipment prior to the installation thereof.

#### 6. COST OF PERMITS:

Licensee shall be responsible for payment of expenses for any and all necessary and/or required municipal permits to construct the Tower and Facilities on the Premises. Licensor agrees that it shall not unreasonably withhold or delay its consent of any such application or permit which may be required. Licensee shall pay any and all fees associated with the approval and/or construction of the Tower and Facilities. Licensor

agrees to execute any such document reasonably required by Licensee in its operations which states this Agreement is in full force and effect, and the number of years with renewals remaining in this Agreement.

All costs for any permits, licenses, plans, specifications or any other documentation required shall be at the sole cost and expense of Licensee.

#### 7. GENERAL TERMS AND CONDITIONS:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees, and all entry upon and use of Licensor's property will be in strict compliance with the General Terms and Conditions.

#### 8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in <u>Exhibit "A"</u>, provided, however, that Licensee's utility service providers, or Licensee, as applicable, may be required to apply for and receive a "Wireline Crossing Agreement" from Licensor's Real Estate Department prior to installing any utility service to the Premises at no additional cost to such service provider(s) or Licensee. Licensor will not unreasonably delay or deny granting of any such agreement.

#### 9. RELOCATION:

The approximate location of the Tower and Facilities will be as presented in the attached **Exhibit "A"**. If, for engineering reasons, it is necessary for Licensee to select a different location, such relocation is subject to the approval of Licensor, in Licensor's sole discretion.

If, after the installation of the Tower and Facilities, Licensor determines that either or both constitute a material hindrance or cause material interference to railroad operations (e.g., blocking new track expansion, blocking line of sight, safety needs, etc.), Licensor may require the removal of the Tower and Facilities, as the case may be by Licensee at Licensee's sole cost and expense, within a period of (180) days (provided Licensor shall allow Licensee more than one hundred eighty (180) days to complete such removal, if in Licensor's sole discretion, allowing Licensee such additional time to complete such removal will not result in too much hindrance or interference with Licensor's operations or safety) from the date of receipt of notice from Licensor, provided that (i) such hindrance or interference affects the operation of Licensor's business or creates a safety hazard and ii) Licensee cannot promptly eliminate or minimize such hindrance or interference to an acceptable degree within the aforesaid 180-day period by performing alterations or modifications to the Tower and Facilities, as the case may be, or implementing other mitigative measures at the Premises. In such event, Licensor shall, in consultation with Licensee, use commercially reasonable efforts to designate an alternative location at the Premises upon which Licensee may relocate its Tower and Facilities. Licensee shall then have the right, at its option, to relocate its Tower and Facilities, as the case may be, to said alternative location at Licensee's sole expense. All monthly rent payable by Licensee hereunder shall abate for the time during which Licensee is prohibited from operating its existing tower and facilities at the Premises and the date upon which construction of the new Tower, Facilities and/or equipment cabinets at the alternative location is completed.

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved <u>Exhibit "A"</u> as necessary, to reflect such change in the location of Licensee's Tower and Facilities at the Premises.

### 10. PROTECTION OF FIBER OPTIC CABLE:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees will be in strict compliance with the provisions set forth in "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of the General Terms and Conditions.

In addition to the liability terms contained elsewhere within this Agreement, Licensee shall indemnify and hold Licensor harmless against and from all costs, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses), arising out of or in any way contributed to by any act or omission of Licensee, its contractors, agents and/or employees, that cause or in any way contribute to (a) any damage to or destruction of any fiber optic cable telecommunications system located on the Premises by Licensee, its contractors, agents and/or employees, (b) any injury to or death of any person employed by or on behalf of any fiber optic cable telecommunications company and/or its contractors, agents and/or employees on the Premises, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company or companies.

#### 11. TERMINATION:

In the event that any municipal, state, federal or any other governmental authority prevents Licensee from occupying or operating Licensee's equipment at the Premises, or if in Licensee's reasonably exercised judgment, significant engineering, economic or other developments occur that prevent the economic feasibility of this Agreement, Licensee has the right to terminate this Agreement, upon providing Licensor with six (6) months prior notice and removing Licensee's equipment and restoring the Premises to its original conditions, except for reasonable wear and tear, and removing any underground structures to a depth that is mutually agreeable to the Parties.

The Licensee agrees that upon the expiration or termination of this Agreement or the abandonment of the Premises by the Licensee, the Licensee shall (a) remove from the Premises, at the expense of the Licensee, all structures, property and other materials not belonging to the Licensor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected and/or constructed, including, without limiting the generality of the foregoing the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all of which shall be performed at the Licensee's expense. If the Licensee should fail to perform such removal, the Licensor may perform the work and the Licensee shall reimburse the Licensor for the cost thereof, within thirty (30) days after the bill is rendered. The Licensee's non-use of the Premises for the purposes described in this Agreement continuing for one (1) year shall be sufficient and conclusive evidence of such abandonment, unless the Licensee shall have notified the Licensor in writing of its reasons for such non-use, and shall continue to pay rent as and when due to the Licensor.

### 12. OWNERSHIP OF TOWER, FACILITIES AND RADIO EQUIPMENT:

It is understood and agreed that Licensee shall own the Tower and Facilities and all related radio equipment, and/or any such improvements constructed or placed on the Premises by Licensee.

### 13. OWNER'S RIGHT OF INSTALLATION:

Licensee hereby grants to Licensor the right, reasonably exercised, to locate antennas on the Tower and related radio equipment, upon the Premises, subject to a maximum of 10,000 square inches of wind loading and availability of space upon the Tower being available at the time of Licensor's desire to exercise said right.

Licensor shall assume all costs and liabilities associated with the installation, operation and maintenance of Licensor's equipment at the Premises.

Licensee shall charge Licensor no fee for the installation, operation and maintenance of Licensor's equipment at the Premises.

#### 14. MAINTENANCE:

Licensee shall (i) be responsible for any and all improvements located upon the Premises by Licensee or any approved sublicensees, including the Tower and Facilities, and (ii) shall perform whatever remedial and preventive maintenance, repairs, construction and security which may be required to properly maintain the Tower and Facilities and the equipment located thereupon or therewithin.

### 15. PAYMENT:

Effective upon the first month following the Commencement Date, Licensee shall pay Licensor Twelve Thousand Dollars (\$12,000) per year for the privileges and rights presented in this Agreement which rental shall increase by two percent (2%) annually. At such time as the amount equal to thirty-five percent (35%) of the total gross revenue collected by Licensee from all sublicenses at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by two percent (2%) annually, or thirty five percent (35%) of the total revenue collected annually from Licensee's sublicenses at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

Licensor shall have the right, no more than once per calendar year, to inspect and audit all of Licensee's documents, agreements, and records relating to the Premises, including any documents, agreements, and records of Licensee regarding billing and collection of fees payable or paid under any agreement related to the Premises, and Licensee shall, for as long as this Agreement remains in effect and for three (3) years following any expiration or termination of this Agreement, maintain copies of all such documents and records. In the event Licensor elects to inspect and audit any such documents and records and/or the payments made by the any person related to the Premises, if Licensor determines that Licensee has failed to pay Licensor any material amounts owed to Licensor hereunder, Licensee shall, in addition to paying Licensor any amounts found by such inspection and audit to remain unpaid, reimburse Licensor for its costs to complete such inspection and audit.

#### 16. **TERM**:

This Agreement shall be for an initial term of ten (10) years, commencing on the date that Licensee starts construction ("Commencement Date"). The License shall automatically renew for three (3) additional term of five (5) years unless terminated under terms herein.

#### 17. INTERFERENCE:

Licensor grants to Licensee the use of the Premises exclusively for the construction and use of the Tower and Facilities for the installation of radio communications equipment. The equipment installed by Licensee or its sublicensees shall transmit only on frequencies licensed for such equipment. Licensee shall be responsible for performing all radiofrequency ("RF") engineering studies to ensure that the placement of radio equipment at the Premises will not cause interference to existing equipment located near the Premises by Licensor or Licensor's Licensees, lessees or vendors, and Licensee shall submit such studies to Licensor for approval prior to installation.

If any radio equipment installed by Licensee causes RF interference with such existing equipment of Licensor or Licensor's Licensees, lessees or vendors, Licensee shall be responsible for eliminating or minimizing to an acceptable degree such RF interference within 48 hours after receipt after written notice of such interference from Licensor to Licensee by, for example, removing, replacing or repositioning the equipment causing such interference (hereinafter, the "Interfering Equipment"). In the event such interference is not eliminated or minimized to an acceptable degree within the aforesaid 48 hour period, Licensee or its client, as the case may be, shall discontinue use of the Interfering Equipment (except for intermittent operation for the purpose of correcting such interference). If said interference is not corrected within thirty (30) days after Licensee's receipt of the aforesaid notice from Licensor, Licensee shall remove the Interfering Equipment within an additional ten (10) day period.

#### 18. **INSURANCE**:

Licensee and/or its contractors shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability. Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- (b) Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417Contractual Liability Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

Where permitted by law and subject to Licensee's indemnification obligations herein, Licensee and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Licensor. Licensee and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. The policy (ies) required under (a) and (b) above shall provide severability of interests and shall name Licensor as an additional insured with respect to liability arising from Licensee's operations for which Licensee has legally assumed responsibility herein.

Prior to commencing the any construction work, Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage. The certificate(s) shall contain a provision that obligates the insurance company (ies) issuing such policy (ies) to notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy (ies) shall be written by a reputable insurance company (ies) acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better and authorized to do business in the state(s) in which the Job Site is located.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee and/or its contractors, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

### 19. INDEMNIFICATION/HOLD HARMLESS:

Licensee agrees that it shall not, through its actions or omissions, (i) endanger the property or employees of Licensor located at the Premises or (ii) expose any person, including but not being limited to Licensor's employees, contractors, agents or Licensees, or Licensor's property, operations or facilities to any additional hazards. Licensee shall indemnify and hold Licensor and its affiliates, and the officers, agents and employees of each, harmless against and from any and all liability, loss, damage, claims, demands, costs and expenses (including court costs and attorneys' fees) arising directly out of Licensee's use of the Premises, including, without limitation its construction activity thereon pursuant to this Agreement, except for those

claims that are due to or caused solely by the negligence or intentional misconduct of Licensor, its affiliates, or the officers, agents, assigns, contractors and employees.

#### 20. ASSIGNMENT:

The Licensee shall not assign this Agreement, or any interest therein, without the written consent of Licensor. Such consent shall not be unreasonably withheld, conditioned, or delayed. No assignment by Licensee shall relieve Licensee of any of its obligations and liabilities assumed hereunder.

Notwithstanding the foregoing, Licensor agrees that Licensee shall have the right to freely assign its rights and obligations hereunder to any parent company, a wholly-owned subsidiary or affiliate of Licensee, an entity in the business of developing or operating telecommunication towers (excluding FCC licensed wireless carriers and existing Tower sublessees) or a purchaser of all or substantially all of Licensee's assets. The issuance of stock by Licensee shall not be deemed to be an assignment under the provisions of this Paragraph.

Subject to the provisions of this Paragraph, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

#### 21. SUBLEASE AUTHORITY:

Licensor acknowledges that Licensee's intent is to design the Tower and Facilities to accommodate sublicensing in the Premises to FCC licensed wireless carriers. Licensee shall not sublicense in the Premises to FCC licensed wireless carriers, in whole or in part, without Licensor's written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed. Prior to sublicensing to FCC licensed carriers in the Premises, Licensee shall provide to Licensor a copy of the sublicensee's application, construction drawings, sublease agreement and construction schedule. Licensee shall not sublicense the Premises, in whole or in part, to unlicensed wireless carriers or other entities, without Licensor's written consent, which consent shall be in Licensor's sole and absolute discretion. Licensor hereby explicitly reserves the right to condition such consent upon additional financial consideration if the sublease is less than \$1750 per month (or \$1250 per month for DISH Wireless).

#### 22. CASUALTY/CONDEMNATION:

In the event there is a total or partial destruction of the Premises by fire or other casualty (hereinafter, a "Casualty") and the Premises are, in Licensee's judgment, thereby rendered insufficient for Licensee's continued operations thereat and/or restoration thereof would not, in Licensee's reasonable judgment, be economically feasible and/or such restoration could not, in Licensee's reasonable judgment, be accomplished within a period of ninety (90) days from the date of such Casualty, Licensee shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensor. In the event Licensee elects not to terminate this Agreement,

(a) Licensee shall have the right to restore those portions of the Premises upon which its Tower and Facilities are located and to reconstruct same thereupon at Licensee's sole cost and expense.

(b) In the event those portions of the Premises upon which Licensee's Tower and Facilities are located are, in Licensee's judgment, incapable of being restored, Licensor shall, upon request of and in consultation with Licensee, designate an alternative location at the Premises upon which Licensee may reconstruct its Tower and Facilities.

In the event the Premises, that portion of the Premises upon which Licensee's Tower and Facilities are located, or any significant portion of either is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, this Agreement shall terminate as of the date upon which Licensee is required by the governmental authority to cease its operations at the Premises. Licensee shall be entitled to seek their own award against the condemning authority.

#### 23. ARBITRATION:

All controversies relating to, in connection with, or arising out of this Agreement, its modification or making, the authority or obligations of the parties hereto, and whether involving the principals, agents, brokers or others who actually subscribe hereto, shall be settled by arbitration. The arbitration proceedings shall be held in the county and state in which the Premises is located and in accordance with the laws of the aforesaid state. The arbitration proceeding is to be governed by the American Arbitration Association and the "Rules of Arbitration" (hereinafter, the "Rules") as they exist at the time of the arbitration (including provisions as to payment of fees and expenses) and presided over by one arbitrator selected in accordance with the aforementioned Rules. Arbitration is the sole remedy hereunder. All notices or service in reference to arbitration or enforcement shall be deemed given if transmitted as required by the aforementioned Rules. The parties agree that any dispute or controversy related solely to an engineering matter, as mutually determined by Licensee and Licensor, shall be settled by arbitration in accordance with the foregoing, except that the one presiding arbitrator shall be a professional licensed engineer or engineering consultant selected in accordance with the Rules.

#### 24. **FORCE MAJEURE**:

To the extent that either party to this Agreement is prevented from discharging its duties by an event of Force Majeure, such as by reason of flood, war, fire, explosion or other catastrophe or act of God, both parties shall be temporarily excused from the performance of their obligations under this Agreement until such time as the Force Majeure event has abated.

### 25. INTEGRATED AGREEMENT:

It is agreed and understood that this Agreement including the Exhibits attached hereto and made a part hereof contains all of the agreements, promises, and understandings between Licensor and Licensee and that no prior written, verbal or oral agreements, promises or understandings shall be binding upon either Licensee or Licensor in any dispute, or proceeding at law.

### 26. **GOVERNING LAW**:

The performance of this Agreement shall be interpreted, construed, and regulated by the laws of the state of California.

### 27. LICENSOR'S REPRESENTATIONS:

Licensor covenants, represents and agrees it has the full right, power and authority to enter into, execute and deliver this Tower Construction Agreement.

#### 28. SURVIVORSHIP:

This Agreement shall be binding upon and shall inure to the benefit of any respective successors and assigns of Licensor and Licensee, subject to prior restrictions on assignments by Licensee.

Notwithstanding the foregoing, in the event there is any successor to Licensee, Licensee and/or such successor must notify Licensor of such succession within five (5) days after such event.

#### 29. SEVERABILITY:

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

#### 30. NOTICES:

All notices hereunder must be in writing and shall be validly given if sent via Registered or Certified Mail, Return Receipt Requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensor:

Union Pacific Railroad Company

1400 Douglas Street - 0640 Omaha, Nebraska 68179 Attn.: Mike Wallman

To Licensee:

CitySwitch – II, LLC

1900 Century Place, Suite 320

Atlanta, GA 30345

Attn: Legal

#### 31. AUTHORITY TO SIGN:

Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

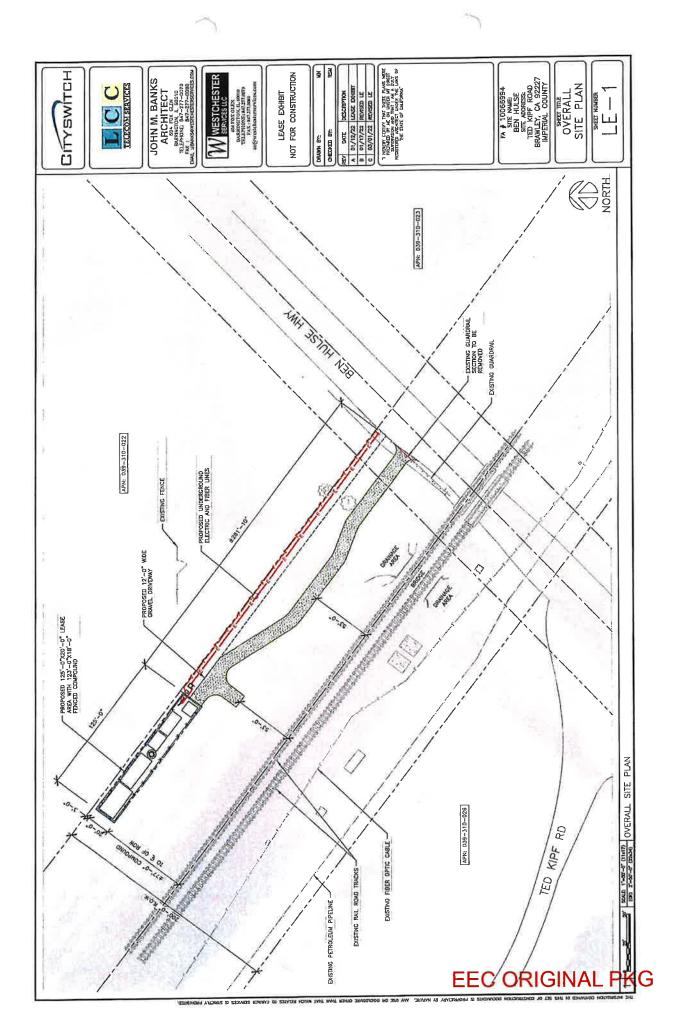
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

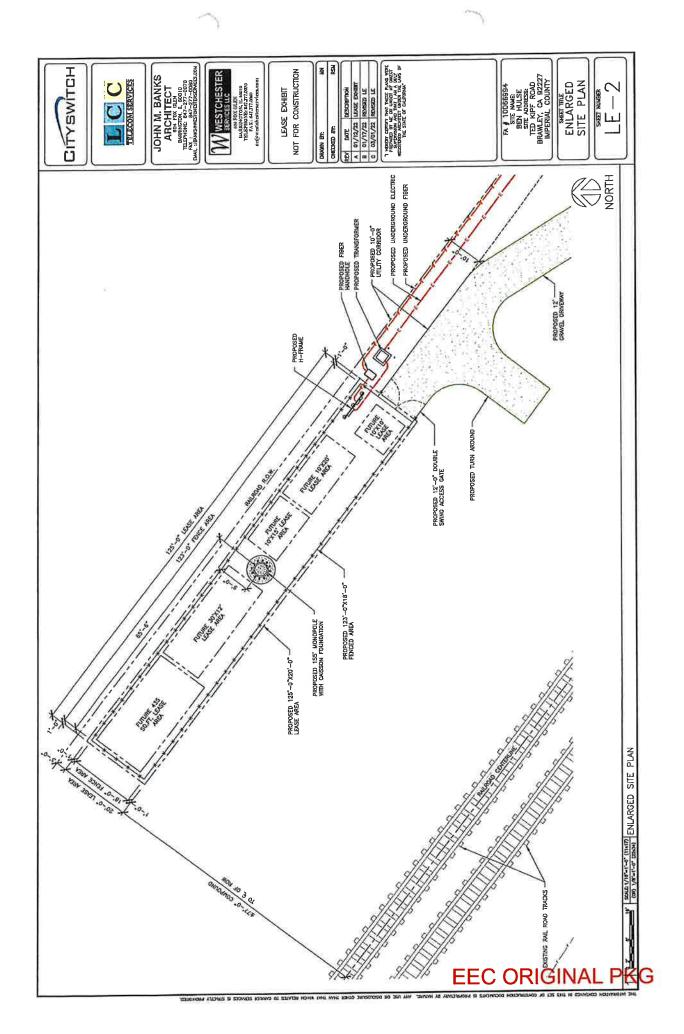
	ACCEPTED BY: Licensee CitySwitch II-A, LLC
BY: Chim Oyll	BY: / Ria
PRINT NAME:CHRIS D. GOBLE	PRINT NAME: Robert Raville President & CEO
TITLE: Assistant Vice President - Real Estate	TITLE:
DATE: 5/3 /2022	DATE: 3/21/22

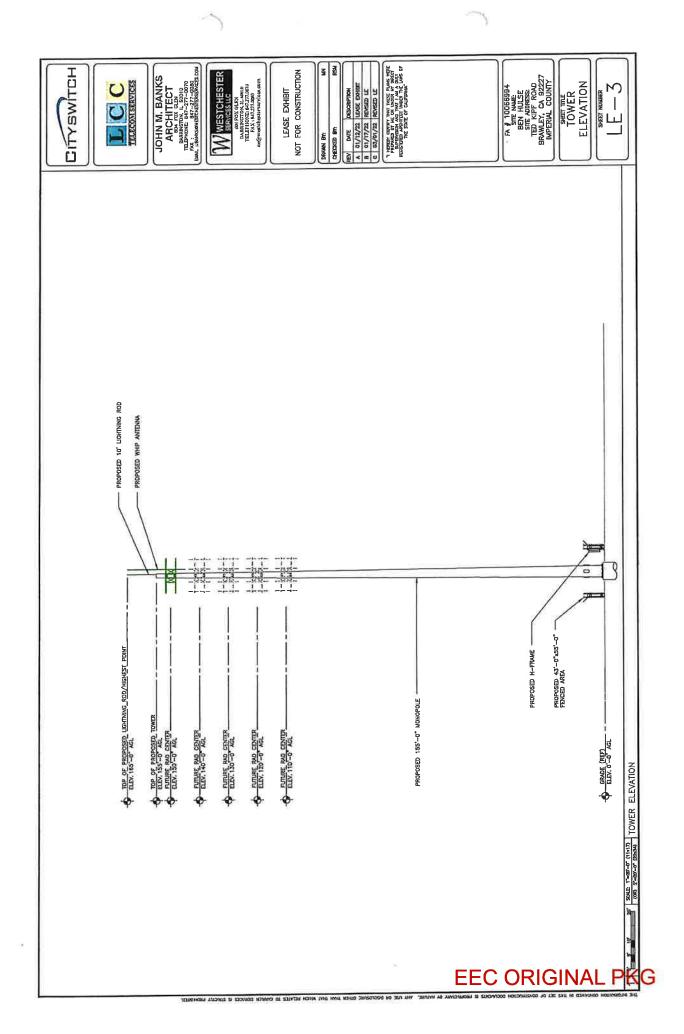
ACKNOWLEDGMENT OF LICENSEE:
STATE OF GEORGIA ) ) ss.:
COUNTY OF FULTON
On this 21 day of MANZEH, 20 22 before me personally appeared ROB RAVIUE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.
WITNESS my hand and Official Seal at office this 21 day of WARCH, 2021.
My Commission Expires: 07-20-20-20-20-20-20-20-20-20-20-20-20-20-
ACKNOWLEDGMENT OF LICENSOR:
STATE OF Nebraska ) SSS COUNTY OF Douyles )
On this
Notary Dublic State of the Notary Dublic State o
My Commission Expires:
GENERAL NOTARY - State of Nebraska GREGORY A. BRIGHAM My Comm. Exp. May 9, 2026

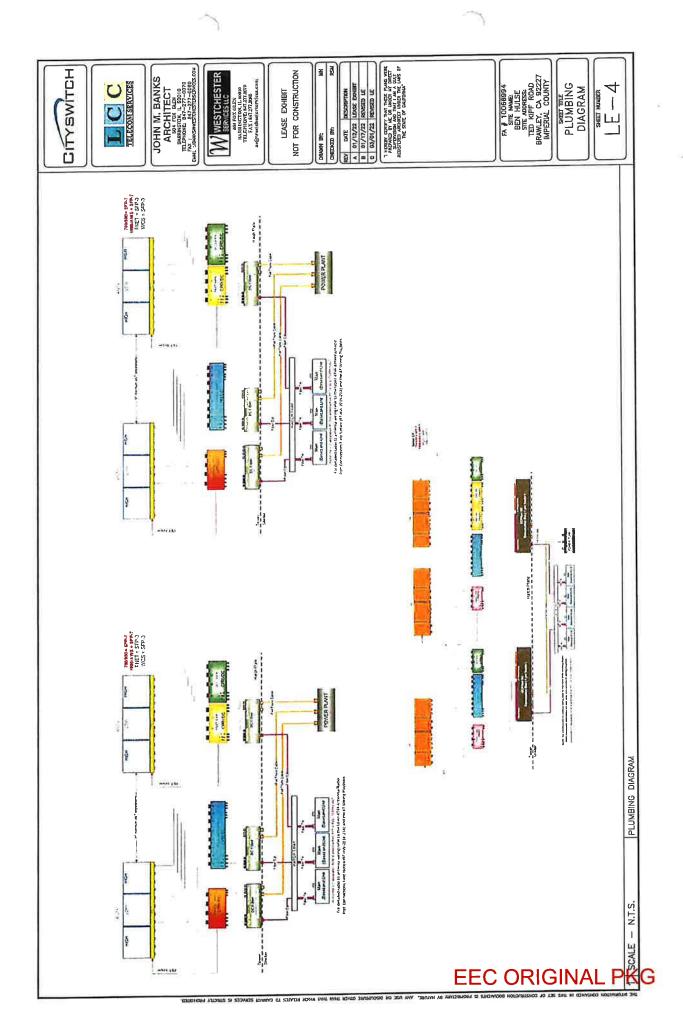
# Exhibit A

**Location Print Depicting the Premises** 









#### Exhibit B

# **General Terms and Conditions**

# Section 1. ENGINEERING REQUIREMENTS; PERMITS.

- A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.
- B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.
- C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.
- D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on Exhibit A. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.
- E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

health, environmental or communication permits or licenses required to perform any work on Licensee's Tower and/or Facilities.

## Section 2. NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of the Licensor's operations and communications, and the safety of Licensor's personnel, property and the public are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all work by Licensee and the presence of Licensee on Licensor's Property, the safety standards set forth in this Agreement will be strictly adhered to by Licensee.

- A. <u>Entry on to Licensor's Property</u>. Licensee and it contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.
- B. <u>Work on Licensor's Property</u>. Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

## C. Advance Notification Requirements.

- (i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.
- (ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.
- (iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this **Exhibit B**, and (c) Licensor has provided Licensee written authorization to commence work.
- D. <u>Inspections</u>. If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

Tower Construction Agreement - CAC009 - Ben Hulse

Licensee's Tower and Facilities only upon the prior authorization from and under the direction of Licensor. Licensee represents and warrants that its use of UAS on Licensor's Property will comply with Licensor's then-current UAS policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

#### E. Flagging Services.

- (i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.
- (ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion
- (ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.
- (iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

### F. Safety Standards.

(i) Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Tower and Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards, found at the link below, to each of its employees before they enter Licensor's property:

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- (ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.
- (iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.
- G. <u>Compliance With Laws</u>. Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

#### No Interference or Delays.

Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

- (ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFCIATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this Exhibit B.
- (iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.
- I. <u>Supervision</u>. The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.
- J. <u>Suspension of Work</u>. If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- K. Removal of Debris. The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.
- L. <u>Explosives</u>. The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.
- M. <u>Protection of Subsurface Facilities on Licensor's Property</u>. Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

(e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution / supply lines, and sewer pipes and lines). Protection of such facilities is of extreme importance since any break in or damage to the facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks. In addition to the notifications required under the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" in Section of this Exhibit B, prior to the performance of any work on Licensor's property, Licensee shall (i) comply with all one-call and local and state requirements for subsurface detection, and (ii) exercise due diligence in an effort to determine from the Licensor and all appropriate utilities, telecommunications companies, etc., if such facilities are present, and (iii) telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Licensor's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Licensor's property until all such protection or relocation has been completed.

- N. <u>Crossing Railroad Tracks</u>. Licensee and it contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.
- O. <u>Emergencies</u>. If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).
- P. Maintenance of Right-of-Way. Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

### Section 3. LICENSEE'S PAYMENT OF EXPENSES.

- A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.
- B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Licensor's property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of

Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Tower and Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Tower and Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING SERVICES" Section of this **Exhibit B**, Licensor, in its sole and absolute discretion, shall determine if any Flagging Services are required. In the event Licensor requires such Flagging Services, such services will be at the sole cost and expense of Licensee. For any Flagging Services performed by Licensor, Licensor will submit itemized invoices to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

## Section 4. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and/or Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

# **EXHIBIT C**

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Site Name: Ben Hulse CitySwitch Site: CAC009 UP Audit Number: #####

Prepared by, and after recording Return to:
CitySwitch II, LLC

CitySwitch II, LLC 1900 Century Place, Suite 320 Atlanta, GA 30345

### MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 3rd day of May, 2022 by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

- 1. Landlord and Tenant entered into a certain Tower Construction Agreement ("License") on the 3rd day of \_\_\_\_\_\_\_, 2022, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
- 2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
- 3. The portion of the land being licensed to Tenant and associated easements are described in Exhibit 1 annexed hereto.
- 4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
- 5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

ACCEPTED BY: Licensor	ACCEPTED BY: Licensee
Union Pacific Railroad Company	CitySwitch II,-A LLC
BY: Chan ODL	BY: / Ria
PRINT NAME: CHRIS D. GOBLE	PRINT NAME: Robert Raville President & CEO
TITLE: Assistant Vice President - Real Estate	TITLE:
DATE: 5/3/2022	DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:
STATE OF GEORGIA ) ) ss.:
COUNTY OF FULTON )
On this 21 day of MARCH, 2022 before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.
WITNESS my hand and Official Seal at office this 21 day of MARCH , 2022
My Commission Expires: 07-20-2023 Martin Story Politic Printing Property of the Printing Prin
STATE OF Mobres (a) ) ss:  COUNTY OF Jeas (S) ) ss:  On this 3 day of May, 2023, before me personally appeared (hrs.) (aobk known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.  WITNESS my hand and Official Seal at office this 3 day of May, 2022.
My Commission Expires:
GENERAL NOTARY - State of Nebraska  GREGORY A. BRIGHAM  My Comm. Exp. May 9, 2026  My Comm. Exp. May 9, 2026

# **EXHIBIT 1 TO MEMORANDUM OF LICENSE**

# DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description when available.