

PROJECT REPORT

TO: **PLANNING COMMISSION**

AGENDA DATE: January 10, 2024

FROM: **PLANNING & DEVELOPMENT SERVICES**

AGENDA TIME: 9:00 AM/ No.7

CitySwitch

PROJECT TYPE: Conditional Use Permit #23-0009 / Variance #23-0003 SUPERVISOR DIST #5

LOCATION: 5395 E Hwy 78, APN: 039-310-019-000

Brawley, CA 92227 PARCEL SIZE: +/- 39.15AC.

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

ZONE (existing) S-2 (Open Space) ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: 01/10/2024

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: 11/16/2023

INITIAL STUDY: #23-0009

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

PUBLIC WORKS	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
AG COMMISSIONER	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
APCD	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
DEH/E.H.S.	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
FIRE / OES	<input checked="" type="checkbox"/> NONE	<input type="checkbox"/> ATTACHED
OTHER	<u>IID, CEO, Caltrans, IVECA, Quechan Indian Tribe</u>	

REQUESTED ACTION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING, THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU APPROVE CONDITIONAL USE PERMIT #23-0009 AND VARIANCE #23-0003 BY TAKING THE FOLLOWING ACTIONS:

- 1) ADOPT THE NEGATIVE DECLARATION BY FINDING THAT THE PROPOSED PROJECT WOULD NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AS RECOMMENDED AT THE ENVIRONMENTAL EVALUATION COMMITTEE (EEC) HEARING ON NOVEMBER 16, 2023;
- 2) MAKE THE DE MINIMUS FINDINGS AS RECOMMENDED AT THE NOVEMBER 16, 2023, EEC HEARING THAT THE PROJECT WILL NOT INDIVIDUALLY OR CUMULATIVELY HAVE AN ADVERSE EFFECT ON FISH AND WILDLIFE RESOURCES, AS DEFINED IN SECTION 711.2 OF THE FISH AND GAME CODES; AND
- 3) CONSIDER THE APPROVAL OR DENIAL OF CUP #23-0009 FOR THE PROPOSED TELECOMMUNICATIONS TOWER. IF APPROVED, AUTHORIZE THE PLANNING & DEVELOPMENT SERVICES DIRECTOR TO SIGN THE CUP CONTRACT UPON RECEIPT FROM THE PERMITTEE; AND
- 4) CONSIDER THE APPROVAL OR DENIAL OF VARIANCE #23-0003 WITH RESOLUTION AND FINDINGS.

Planning & Development Services
801 MAIN ST., EL CENTRO, CA 92243 442-265-1736
(Jim Minnick, Director)

STAFF REPORT
PLANNING COMMISSION MEETING
January 10, 2024
Conditional Use Permit (CUP) #23-0009 & Variance #23-0003

Applicant: **CitySwitch**
 1900 Century Place NE, Suite 320,
 Atlanta, GA 30345

Agents: **Michael Bieniek/ Allison Burke**
 10700 W Higgins STE 240,
 Rosemont, IL 60018

Project Location:

The proposed project site is located at 5359 East Highway 78, Brawley, CA, comprising approximately 39.15 acres. The project is identified as Assessor's Parcel Number 039-310-019-000 and is legally described as that portion of the State Board of Equalization (SBE) 872-13-6A-5 & -7-1 of Tract 37 & SEC 34 13-18, San Bernardino Base and Meridian, on file in the Office of the County Recorder of Imperial County (Attachment "A" Site Vicinity Map).

Project Summary:

The Imperial County Planning and Development Services Department received a Conditional Use Permit (CUP) & Variance application, and supporting documentation from CitySwitch, 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.

Per their CUP Application 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.

Project Background:

On July 19, 2023, Conditional Use Permit #23-0009 & Variance #23-0003, for the proposed 165-foot wireless telecommunications facility, were heard by the Imperial County Airport Land Use Commission where it was determined that the proposed project was consistent with the 1996 Airport Land Use Compatibility Plan (ALUCP).

Land Use Analysis:

Per Imperial County’s General Plan, the land use designation for this project is “Recreation/Open Space” and is zoned as S-2 (Open Space) per Zoning Map #70 of the Imperial County Title 9 Land Use Ordinance. Per County’s Land Use Ordinance (Title 9), Division 5, Section 90519.02 Subsection (r), communication towers are allowed in an S-2 (Open Space) zone with an approved Conditional Use Permit (CUP). The proposed project is consistent with the County’s General Plan and County’s Land Use Ordinances (Title 9).

Although the proposed project is consistent with the S-2 zone under an approved Conditional Use Permit (Division 5, Section 90519.02(r)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, “...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community...” as the proposed telecommunications tower would be situated approximately 1565 feet south of an existing telecommunications tower owned by SBA Towers, LLC, operating under Conditional Use Permit #16-0033. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available.

Surrounding Land Use Ordinance:

DIRECTION	CURRENT LAND	ZONING	GENERAL PLAN
Project Site	Proposed Tower Site	(S-2)	Recreation/Open Space
North	Vacant	(S-2)	Recreation/Open Space
West	Glamis Dunes Storage Facility	(S-2)	Recreation/Open Space
East	Vacant	(S-2)	Recreation/Open Space
South	Store/Public Off Road Parking/ Existing Tower	(C-2)	Recreation/Open Space

Environmental Review:

On November 16, 2023, the Environmental Evaluation Committee (EEC) determined that Conditional Use Permit (CUP#23-0009) and Variance (V#23-0003) for the development of a 155'-foot monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and Variance to exceed the height limitation in an area zoned Recreation/Open Space (S-2) by 65 feet. would not have a significant effect on the environment and recommended a Negative Declaration (ND) to be prepared. The EEC Committee consists of seven (7) member panel, integrated by the Director of Environmental Health Services, Imperial County Fire Chief, Agricultural Commissioner, Air Pollution Control Officer, Director of the Department of Public Works, Imperial County Sheriff, and the Director of Planning and Development Services. The EEC also made the De Minimus Finding that the project would not individually or cumulatively have an adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Codes.

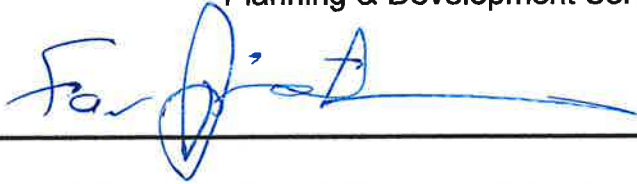
The project was publicly posted and circulated from November 21, 2023, through December 16, 2023, all comments were received, reviewed and made part of this project.

Staff Recommendation:

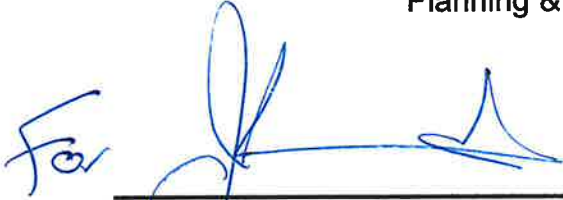
Staff recommends that the Planning Commission hold a public hearing, hear all the proponents and opponents of the proposed project, and then take the following actions:

1. Adopt the Negative Declaration by finding that the proposed project would not have a significant effect on the environment as recommended at the Environmental Evaluation Committee (EEC) hearing on November 16, 2023;
2. Make the De Miniums findings as recommended at the November 16, 2023 EEC hearing that the project will not individually or cumulatively have an adverse effect on Fish and Wildlife Resources, as defined in Section 711.2 of the Fish and Game Codes; and
3. Consider the approval or denial of CUP#23-0009 for the proposed telecommunications tower, if approved authorize the Planning & Development Services Director to sign the CUP contract upon receipt from the permittee.
4. Consider the Approval or Denial of Variance #23-0003 with Resolution and findings.

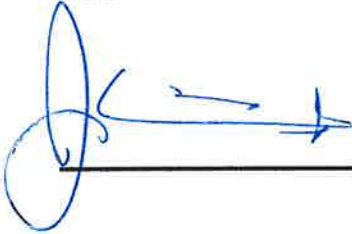
Prepared By: Luis Valenzuela, Planner II
Planning & Development Services



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



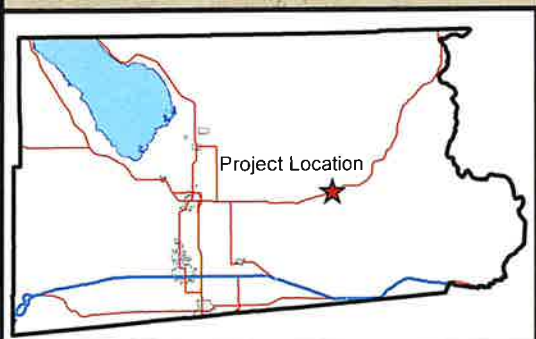
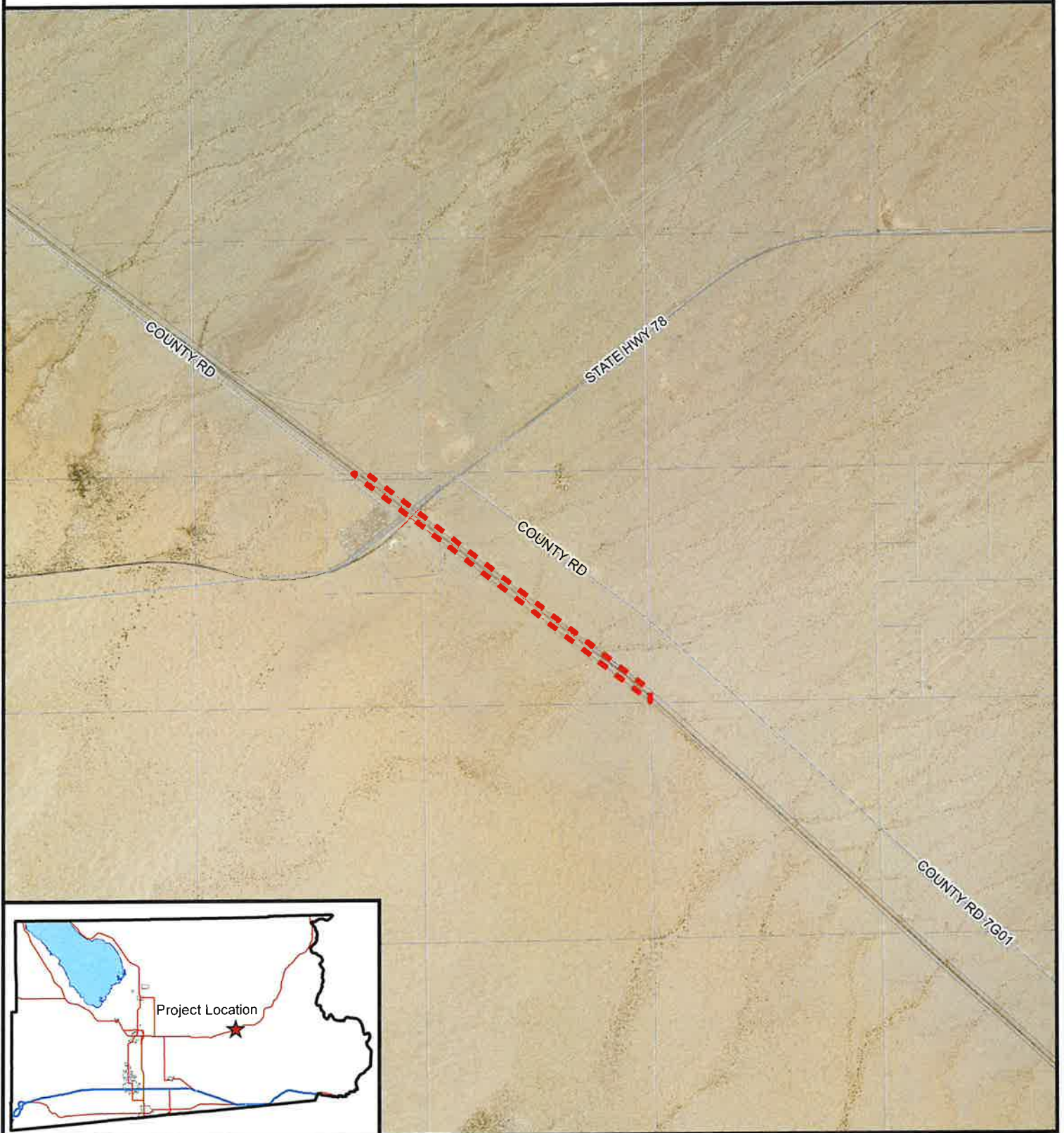
Approved By: Jim Minnick, Director
Planning & Development Services



- Attachments:**
- A. Vicinity Map
 - B. Site Plan
 - C. CEQA Resolutions CUP#23-0009
 - D. Variance Resolutions V#23-0003
 - E. Planning Commission Resolution
 - F. CUP#23-0009- Conditions of Approval
 - G. EEC Package
 - H. ALUC Package
 - I. Conditional Use Permit #23-0009 Application & Supporting Documents
 - J. Comment Letters




**ATTACHMENT "A" – VICINITY
MAP**

PROJECT LOCATION MAP




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


Legend:


-  Project Location
-  Centerline
-  Parcels





ATTACHMENT "B"- SITEPLAN











WESTCHESTER SERVICES, LLC
 541 FOX GLEN
 BARRINGTON, IL 60015
 TELEPHONE: 815.377.7600
 FAX: 815.377.7600
 A/E: westchester@westfac.com

ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: UM
 CHECKED BY: RSH

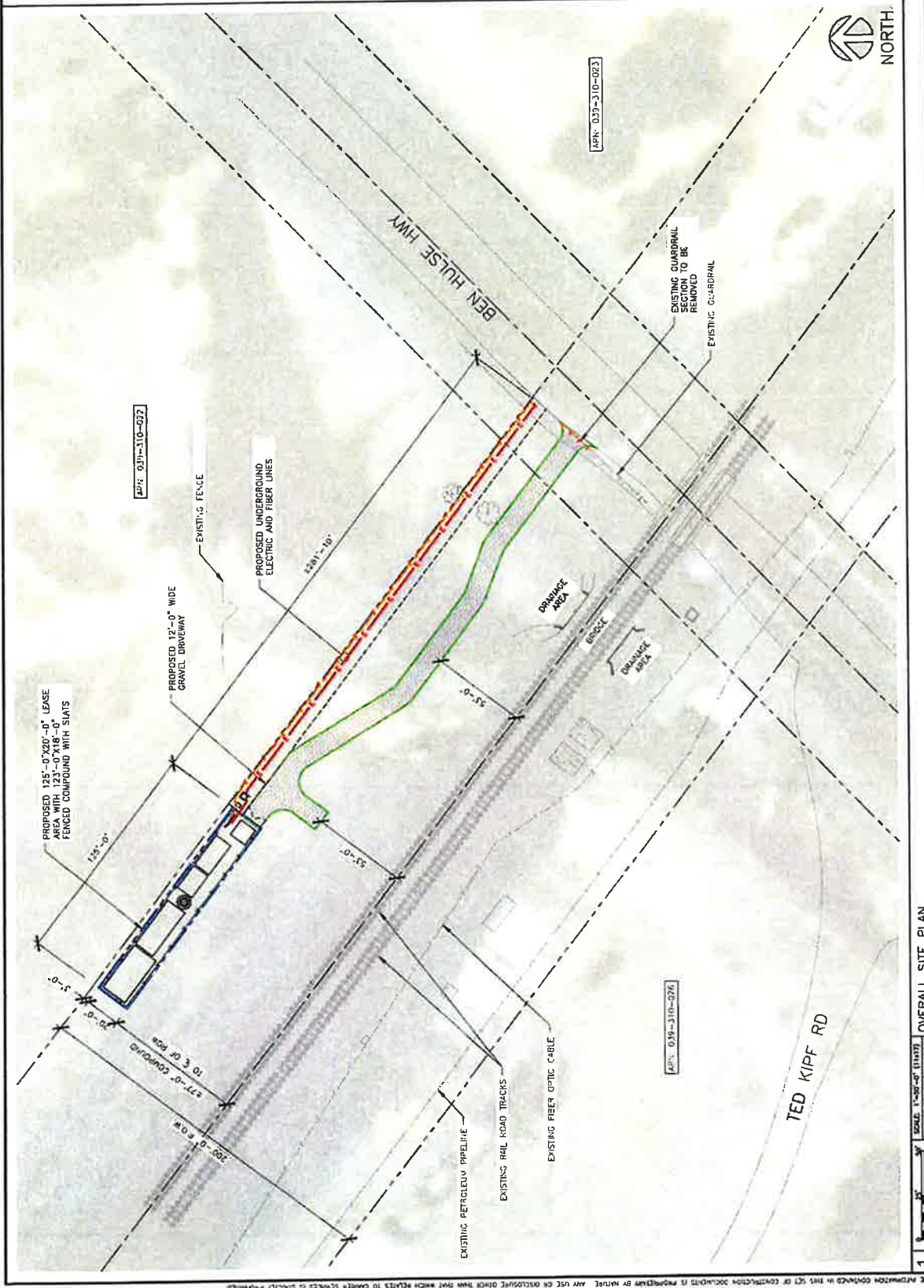
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/20/22	ZONING DRAWINGS
C	10/25/23	ZONING DRAWINGS

* NEEDS CONFIRM THESE TRASS HAVE
 APPROVED AND PAID FOR A SUEIT
 REGISTERED WITH THE STATE OF CALIFORNIA

SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 TED KIPF ROAD
 BRAVLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE:
 OVERALL
 SITE PLAN

SHEET NUMBER:
 C-1



WESTCHESTER ELECTRIC
 144 FOSTER CIRCLE
 BARKINGTON, IL 60010
 TELEPHONE: 815.771.8778
 FAX: 815.771.8779
 E-MAIL: westche@westche.com

REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/23/22	ZONING DRAWINGS

ZONING DRAWINGS
 NOT FOR CONSTRUCTION

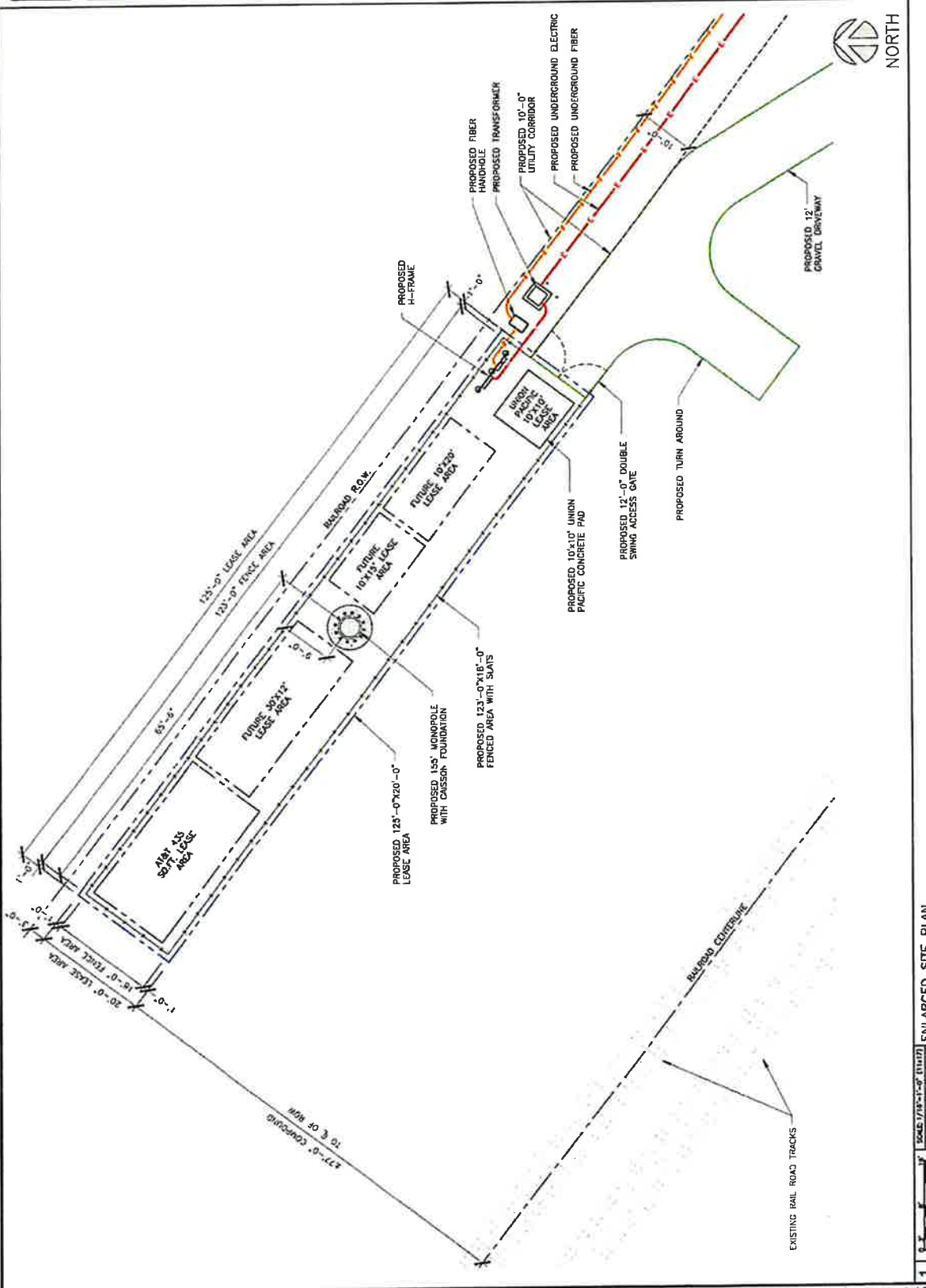
DRAWN BY: MR
 CHECKED BY: RES

* I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
 BEN HULSE
 5701 AVENUE 52
 1200 W. KIFF ROAD
 BRANLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE:
 ENLARGED
SITE PLAN

SHEET NUMBER:
 C-2



**ATTACHMENT "C" - CEQA
RESOLUTIONS CUP#23-0009**

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, ADOPTING THE “NEGATIVE DECLARATION” (INITIAL STUDY #23-0009) FOR CONDITIONAL USE PERMIT #23-0009 AND VARIANCE #23-0003.

WHEREAS, on November 4, 2023, a Public Notice was mailed to the surrounding property owners advising them of the Environmental Evaluation Committee hearing scheduled for November 16, 2023;

WHEREAS, a Negative Declaration and CEQA findings were prepared in accordance with the requirements of the California Environmental Quality Act, State Guidelines, and the County’s “Rules and Regulations to Implement CEQA, as Amended”; and

WHEREAS, on November 16, 2023, the Environmental Evaluation Committee heard the project and recommended to the Planning Commission of Imperial County to adopt the Negative Declaration for Conditional Use Permit #23-0009 and Variance #23-0003; and

WHEREAS, on November 21, 2023 the Negative Declaration was posted for 20 days from November 21, 2023 to December 16, 2023; and

WHEREAS, the Planning Commission of the County of Imperial has been designated with the responsibility of approvals and certifications; and

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

The Planning Commission has reviewed the attached Negative Declaration (ND) prior to approval of Conditional Use Permit #23-0009 and Variance #23-0003. The Planning Commission finds and determines that the Negative Declaration is adequate and was prepared in accordance with the requirements of the Imperial County General Plan and Land Use Ordinance, and the California Environmental Quality Act (CEQA), which analyzes the project’s environmental effects, based upon the following findings and determinations:

1. That the recital set forth herein are true, correct, and valid;
2. That the Planning Commission has reviewed the attached Negative Declaration (ND) for Conditional Use Permit #23-0009 and Variance #23-0003, and considered the information contained in the Negative Declaration together with all comments received during the public review period and prior to approving the Conditional Use Permit; and
3. That the Negative Declaration reflects the Planning Commission independent judgment and analysis.

NOW, THEREFORE, based on the findings, the Planning Commission **DOES HEREBY ADOPT** the Negative Declaration (ND) for Conditional Use Permit #23-0009 And Variance #23-0003.

**Rudy Schaffner, Chairperson
Imperial County Planning Commission**

I hereby certified that the preceding Resolution was taken by the Planning Commission at a meeting conducted on January 10, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

**ATTACHMENT "D"-VARIANCE
RESOLUTIONS V#23-0003**

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, ADOPTING TO APPROVE VARIANCE #23-0003 FOR A HEIGHT INCREASE FOR A MONOPOLE WIRELESS TELECOMMUNICATION TOWER.

WHEREAS, Cityswitch has submitted an application for a Variance (#23-0003) requesting an increase (65 feet) of the maximum allowed height in the Open Space "S-2" zone from 100 feet to 165 feet for the proposed monopole wireless telecommunication tower (under Conditional Use Permit #23-0009); and

WHEREAS, a Negative Declaration and CEQA findings were prepared in accordance with the requirements of the California Environmental Quality Act, State Guidelines, and the County's "Rules and Regulations to Implement CEQA, as Amended"; and

WHEREAS, on November 16, 2023, the Environmental Evaluation Committee heard the project and recommended to the Planning Commission of Imperial County to adopt the Negative Declaration for Conditional Use Permit #23-0009 and Variance #23-0003; and

WHEREAS, on November 21, 2023 the Negative Declaration was posted for 20 days from November 21, 2023 to December 16, 2023; and

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties at a public hearing held with respect to this item on January 10, 2024; and

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

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

SECTION 1. The Planning Commission has considered Variance #23-0003 prior to approval. The Planning Commission finds and determines that the Variance is adequate and prepared in accordance with the requirements of the Imperial County General Plan, Land Use Ordinance and the California Environmental Quality Act (CEQA), which analyses environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning Law (California Government Code (§65906) and the County of Imperial Land Use Ordinance (§90202.08), the following findings for the approval of Variance #23-0003 have been made:

- A. Are there 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?**

Requiring Cityswitch to adhere to the one hundred (100) foot communication tower limit would have a significant negative impact on the communications tower coverage that is necessary in the area. It would result in the communications tower incapability to provide communications coverage in the designated area. Granting this variance will not constitute a grant of special privilege that is not generally available to other property in the vicinity and in the same land use zone.

B. Will 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.

According to their application the purpose of the proposed tower is to increase the coverage available to the carrier's users. Granting such variance will not be materially detrimental to the public welfare or injurious to the property or vicinity in which the property is located.

C. Because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, will the strict application of zoning laws deprive the subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications?

According to their application the strict adherence to Section 90519.07 of the Title 9, Division 5, Open Space (S-2) zone to the one hundred (100) foot height limit would deprive and prevent Cityswitch the ability to provide adequate coverage to the surrounding areas.

D. Does the granting of such variance adversely affect the comprehensive General Plan?

Staff has reviewed the proposed communications tower and proposed variance and has determined that such to be inconsistent with purpose of Division 24 Section 92401.00 within the S-2 (Open Space) Zone, in the Recreation of the Imperial County General Plan. As allowed through the variance process, the granting of the one hundred sixty-five (165) foot variance would not constitute a grant adversely affecting the Imperial County General Plan.

Although the proposed project is consistent with the S-2 zone under an approved Conditional Use Permit (Division 5, Section 90519.02 (r)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,565 feet south of an existing telecommunications tower owned by SBA Towers, LLC, operating under Conditional Use Permit #16-0033.

NOW, THEREFORE, based on the findings, the Imperial County Planning Commission **DOES HEREBY APPROVE** Variance #23-0003.

**Rudy Schaffner, Chairperson
Imperial County Planning Commission**

I hereby certified that the preceding Resolution was taken by the Planning Commission at a meeting conducted on January 10, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

**ATTACHMENT "E" – PLANNING
COMMISSION RESOLUTION**

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT #23-0009 AND CONDITIONS OF APPROVAL FOR CITYSWITCH.

WHEREAS, Cityswitch, has submitted an application for Conditional Use Permit #23-0009 and Variance #23-0003 for a proposed 155'-foot monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and Variance to exceed the height limitation in an area zoned recreation/open space (S-2) by 65ft;

WHEREAS, a Negative Declaration (ND) has been prepared in accordance with the requirements of the California Environmental Quality Act, the State Guidelines, and the County's "Rules and Regulations to Implement CEQA as Amended";

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

WHEREAS, public notice of said application has been given, and the Planning Commission has considered evidence presented by the Imperial County Planning & Development Services Department and other interested parties at a public hearing held with respect to this item on January 10, 2024;

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

SECTION 1. The Planning Commission has considered the proposed Conditional Use Permit #23-0009 and Variance #23-0003 prior to approval. The Planning Commission finds and determines that the Conditional Use Permit is adequate and prepared in accordance with the requirements of the Imperial County General Plan, Land Use Ordinance and the California Environmental Quality Act (CEQA) which analyses environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning law and the County of Imperial regulations, the following findings for approving the Conditional Use Permit #23-0009 and Variance #23-0003 has been made as follows:

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

The General Plan designates the subject site under Land Use "Recreation." per Imperial County Land Use Ordinance, Zone Map # 70, Pursuant to Title 9, Division 5 Section 90519.02, The project is found consistent with the goals and policies of the Imperial County General Plan Land Use Element and therefore, consistent with the County's General Plan, it is determined that it is in conflict with

Division 24, Section 92401.00 – Purpose, “...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community...” as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers , LLC, operating under Conditional Use Permit #16-0033.

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

The purpose of the project is for the construction of a 155'-foot monopole tower with 10'-0" lightning rod for a total height of 165'-0". The project is zoned S-2 (Open Space/Preservation). Pursuant to Title 9 Division 5 Section 90519.02; communication towers are permitted use with the approval of a Conditional Use Permit and, therefore, the continued use is consistent with the purpose of the S-2 zoning district, or else it is determined that it conflicts with the purpose on Division 24, Section 92401.00.

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

The proposed communications tower is listed as a use subject to a Conditional Use Permit in Imperial County Land Use Ordinance, Section 90519.02.

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

The Project complies with the minimum requirements of Title 9 by obtaining a CUP & Variance pursuant to Title 9, Division 5, and Section 90519.02. The Conditions of Approval will further ensure that the project complies with all applicable regulations of the County of Imperial 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.

The project is designated under Land Use “Recreation” by the Imperial County General Plan. The proposed project site’s parcel is surrounded by other parcels zoned as S-2 (Open Space). To the West, there is an existing Glamis dunes storage facility. On the North and East, there are vacant parcels close to the tower site while on the South there is an existing store. The proposed tower will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.

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

The proposed project will be subject to the Conditional Use Permit conditions of approval & Variance, current Federal, State and Local regulations. The proposed use does not violate any law or ordinance.

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

The project is a permitted use subject to approval of a Conditional Use Permit #23-0009 & Variance #23-0003 under Land Use Ordinance, Section 92404.01 et. seq. and will not grant a special privilege.

NOW, THEREFORE, based on the above findings, the Imperial County Planning Commission **DOES HEREBY APPROVE** Conditional Use Permit #23-0009 & Variance #23-0003 subject to the attached Conditions of Approval.

Rudy Schaffner, Chairperson
Imperial County Planning Commission

I hereby certify that the preceding resolution was taken by the Planning Commission at a meeting conducted on January 10, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

LV\S:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\PC\CUP23-0009 PC Resolutions.docx

**ATTACHMENT "F"- CUP#23-0009
CONDITIONS OF APPROVAL**

1 Recorded Requested By and
When Recorded Return To:

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

4
5 **AGREEMENT FOR CONDITIONAL USE PERMIT CUP #23-0009**
6 (Cityswitch)
7 (039-310-019-000)
8 **(Approved at Planning Commission _____)**

9 This Agreement is made and entered into on this _____, day of _____ by
10 Cityswitch. (1900 Century Place NE, Suite 320, Atlanta, GA 30345) hereinafter referred to
11 as Permittee, and the COUNTY OF IMPERIAL, a political subdivision of the State of
California, (hereinafter referred to as "COUNTY").

12 **RECITALS**

13 **WHEREAS**, Permittee is the owner or successor in interest in certain land in Imperial
14 County identified as Assessor's Parcel Number 039-310-019-000 further identified by the
15 following legal description: a portion of SBE 872-13-6A-5 & 7-1 of Tract 37 & Section 34,
16 Township 13 South, Range 18 East, S.B.M. in an unincorporated Area of the County of
Imperial, State of California; and

17 **WHEREAS**, Cityswitch, and/or any subsequent owner(s) would be required to and
18 intend to fully comply with all of the terms and conditions of the project as specified in this
Conditional Use Permit (CUP); and

19 **WHEREAS**, Permittee has requested a permit to construct and operate a 165-foot
20 above ground level "AGL" co-locatable monopole telecommunication tower, including
21 therewith the necessary security fencing, control structure, and appurtenances; and

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

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

27 **WHEREAS**, the County encourages multiple use (co-locators) of such towers to the
28 extent that sharing of towers is compatible in use, frequency and meets applicable regulatory
standards of all permitting jurisdictions; and

1
2 **WHEREAS**, though the sharing of tower space is physically possible, it is recognized that
3 additional structural considerations must be addressed and if applicable, permitted by the
4 Building Division of the Imperial County Planning and Development Services Department,
5 to assure that the tower is structurally adequate.

6 **WHEREAS**, County, after reviewing of the project, after a noticed public hearing
7 before the Planning Commission, agreed to issue Conditional Use Permit #23-0009, subject
8 to the following conditions:

9 **NOW THEREFORE**, the County hereby issues CUP #23-0009 subject to all of the
10 following conditions.

11 **GENERAL CONDITIONS:**

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

17 **G1 COSTS:**

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

24 **G2 AUDIT OF BILLS:**

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

29 **G3 PERMITS/LICENSES:**

30 The Permittee shall obtain any and all local, state, and/or federal permits, licenses,
31 contracts, and/or other approvals for the construction and/or operation of this project. This
32 shall include, but not be limited to Health, Building, Sanitation, APCD, Public Works, Sheriff,
33 Regional Water Quality Control Board, Offices of Emergency Services, Division of Mines
34 and Geology, etc. Permittee shall like-wise comply with all such permit requirements for the

1 life of the project. Additionally, Permittee shall submit a copy of any such additional permit,
2 license and/or approval to the Planning Department within 30 days of receipt.

3 **G4 RECORDATION:**

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

13 **G5 COMPLIANCE/REVOCAION:**

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

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

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

G7 RIGHT OF ENTRY:

The County reserves the right to enter the premises to make the appropriate inspection(s)
and to determine if the condition(s) of this permit are complied with. Access to authorized
enforcement agency personnel shall not be denied, by the landowner, the permittee or a
subsidiary user. The County will contact the person designated by the Permittee to request
access to the facility. The request shall be approved within (72) seventy-two hours after
request.

G8 TIME LIMIT:

Unless otherwise specified within the project specific conditions this project shall be limited
to a maximum of (10) ten years from the recordation date of the CUP. The Conditional Use
Permit may be extended for a single (5) five year period by the Imperial County Planning &

1 Development Services Director. one or The CUP may be revoked, or the extension may not
2 be granted if the project is in violation of any all of the conditions or if there is a history of
non-compliance with the project conditions.

3 **G9 DEFINITIONS:**

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

8 **G10 SPECIFICITY:**

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

14 **G11 HEALTH HAZARD:**

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

20 **G12 ENCROACHMENT PERMIT:**

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

23 **G13 REPORT(S):**

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

1 information at any time from Permittee or other users if applicable, however it shall be the
2 responsibility of the permittee to assure the County that such information is received

3 **G14 RESPONSIBLE AGENT:**

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

9 **G15 INDEMNIFICATION:**

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

21 **G16 CHANGE OF OWNER/OPERATOR:**

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

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

G17 COMPLIANCE WITH ORDINANCE:

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

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(TOTAL "G" CONDITIONS are 17)

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

This permit authorizes the Permittee to construct, operate, and maintain a 155-foot co-locatable, monopole telecommunication tower with a 10'-0" lighting rod for a total height of 165'-0" and variance to exceed the height limitation in an area zoned Recreation/ Open Space (S-2) by 65 feet. The tower height shall not exceed 165 feet above ground level (AGL). The tower shall be constructed to the specifications contained in the application. In this case, the tower shall be a "free standing" tower with no guy-wire support. The tower may be used by multiple users in addition to the Permittee, provided the conditions stated herein are followed.

S2 ACCESS TO SITE:

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

S3 NO TRESPASSING SIGNS:

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

S4 HOURS OF OPERATION:

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

S5 ANCILLARY USES & ADDITIONAL LAND USE PERMITS:

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

S6 SUSPENSION OF OPERATIONS:

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

S7 ENFORCEMENT ACTION:

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

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

S8 LIGHT & GLARE:

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

S9 CONFLICTING PERMIT CONDITIONS:

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

S10 MINOR ADMINISTRATIVE MODIFICATION:

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

S11 LATEST CODES GOVERN:

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

S12 VARIANCE:

In conjunction with this CUP a height variance has been processed and issued to allow for the construction of the communication tower to a height not exceed 165 feet above ground level (AGL).

S13 LIGHTING:

All towers shall be lit with aircraft warning lights. At a minimum the tower shall include lights at the top and at the mid-point of the structure. Permittee shall install a white medium intensity strobe beacon (for daylight use only) and a red flashing warning light(for nighttime use only) to warn aircraft in the vicinity. Permittee shall submit evidence of compliance with these requirements within six (6) months from the approval date of this CUP.

The Imperial County will not require back-up power so long as the following measures are in place:

1. Implementation of a Network Operation Control Center (NOCC) as a 24 hour, 365 days a year alert system that informs the tower operator and other pertinent agencies immediately of any problems with the tower and the emergency lighting system (including towers less than 200 feet.);
2. Provide the Imperial County Applicators' notification under the NOCC system and its updates at no cost;

- 1 3. Work with Imperial County Air Applicators' on the repair schedule and flight
2 path rerouting;
- 3 4. Repair lighting or tower equipment failure within 72 hours, and;
- 4 5. Provide written reports to the Imperial County Air Applicators' and the Imperial
5 County Planning & Development Services Department upon completion of tower
6 repairs (to the tower lighting) resulting from NOCC actions, and provide yearly
7 summary reports pertaining to NOCC actions.

6 **S14 COMMUNICATION FREQUENCY:**

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

9 **S15 FREQUENCY COORDINATION:**

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

13 **S16 TOWER EMERGENCY INFORMATION:**

14 Permittee shall file with the Imperial County Planning & Development Services Department
15 a Tower Site Information sheet. The permittee shall update this information yearly.

16 **S17 RESTORATION SURETY:**

17 **(a)** Upon the expiration of this CUP, Permittee shall restore the site upon which the project
18 is located back to its undeveloped condition. To ensure that such restoration is completed,
19 Permittee shall provide security that is in conformance with the County's Financial
20 Assurance Guideline, is acceptable to the Office of County Counsel, and in an amount not
21 less than \$25,000. Said security shall cover Permittee, as well as any co-locators, users, or
22 other subleases located at the site.

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

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

26 **S18 COUNTY EXECUTIVE OFFICE¹:**

- 27 • Sales Tax Condition: the permittee is required to have a Materials and Construction
28 Site Permit reflecting the project site address, allowing all eligible sales tax payments

1 allocated to the County of Imperial, Jurisdictional Code 13998. The permittee will
2 provide the County of Imperial a copy of the CDTFA account number and sub-permit
3 for its contractor and subcontractors (if any) related to the jobsite. Permittee shall
4 provide in written verification to the County Executive Office that the necessary sales
5 and use tax permits have been obtained, prior to the issuance of any grading permits.

- 6 • Construction/Material Budget: the permittee will provide the County Executive Office
7 a construction materials budget, an official construction materials budget or detailed
8 budget outlining the construction and materials cost for the processing facility on
9 permittee letterhead.

10 **S19 IMPERIAL IRRIGATION DISTRICT (IID) ²:**

- 11 • IID Currently does not have any electrical facilities in the project vicinity to be able to
12 serve the communication tower. Applicant will need to seek other option to be able to
13 serve tower electrically, such a stand-by generator, photovoltaic, wind or a
14 combination of energy generation thereof.
- 15 • Any construction or operation on IID property or within its existing and proposed right
16 of way or easements including but not limited to: surface improvements such as
17 proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm
18 water, or any other above ground or underground utilities; will require an
19 encroachment permit, or encroachment agreement (depending on the
20 circumstances). No foundations or buildings will be allowed within IID's right of way.
- 21 • Any new, relocated, modified, or reconstructed IID facilities required for any by the
22 project (which can include but is not limited to electrical utility substations, electrical
23 transmission and distribution lines, water deliveries, canals, drains, etc.) need to be
24 included as part of the project's California Environmental Quality Act (CEQA) and /or
25 National Environmental Policy Act (NEPA) documentation, environmental impact
26 analysis and mitigation. Failure to do so will result in postponement of any
27 construction and/or modification of IID facilities until such time as the environmental
28 documentation is amended and environmental 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.

20 **S20 AIR POLLUTION CONTROL DISTRICT (APCD) ³:**

21 All construction activities must adhere to the Air District's Regulation VIII, which is designed
22 to limit emissions of fugitive dust (PM10) to 20% opacity. Any generator greater than 50
23 horsepower used for standby-backup purposes must be permitted through the Engineering
24 and Permitting Division of the Air District.

24 **S21 IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS (ICDPW) ⁴:**

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

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S22 CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) 5:

Right of Way

- Sheet A1: Move the proposed frontage gravel road/path parallel to SR-78 to outside of Caltrans Right of Way (R/W). Constructing a frontage road inside State R/W for private use will not be allowed.

(TOTAL "S" CONDITIONS are 22)

-
1. County Executive Office comment letter dated May 31, 2023
 2. IID comment letter dated June 13, 2023
 3. APCD comment letter dated June 13, 2023
 4. ICDPW comment letter dated July 6, 2023
 5. CALTRANS comments letter dated December 4, 2023

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NOW THEREFORE, County hereby issues Conditional Use Permit #23-0009, and Permittee hereby accepts such permit upon the terms and conditions set forth herein:

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

PERMITTEE

Cityswitch

Date

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

James Minnick, Director of
Planning & Development Services

Date

PERMITTEE NOTARIZATION

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

STATE OF _____

COUNTY OF _____ } S.S.

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

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

WITNESS my hand and official seal

Signature _____

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

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

Dated _____

COUNTY NOTARIZATION

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

STATE OF CALIFORNIA

COUNTY OF IMPERIAL } S.S.

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

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

WITNESS my hand and official seal

Signature _____

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

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

**ATTACHMENT "G"- EEC
PACKAGE**

PROJECT REPORT

TO: ENVIRONMENTAL EVALUATION COMMITTEE

AGENDA DATE: November 16, 2023

FROM: PLANNING & DEVELOPMENT SERVICES

AGENDA TIME: 1:30 PM/ No.2

Conditional Use Permit #23-0009/Variance #23-0003/Initial Study #23-0009
PROJECT TYPE: Cityswitch SUPERVISOR DIST #5

LOCATION: 5395 E Hwy 78, APN: 039-310-019-000

Brawley, CA 92227 PARCEL SIZE: +/- 39.15AC.

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

ZONE (existing) S-2 (Open Space) ZONE (proposed) N/A

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION: HEARING DATE: 11/16/2023

INITIAL STUDY: #23-0009

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

PUBLIC WORKS	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
AG COMMISSIONER	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
APCD	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
DEH/E.H.S.	<input type="checkbox"/> NONE	<input checked="" type="checkbox"/> ATTACHED
FIRE / OES	<input checked="" type="checkbox"/> NONE	<input type="checkbox"/> ATTACHED
OTHER	<u>IID, CEO, Caltrans, IVECA, Quechan Indian Tribe</u>	

REQUESTED ACTION:

(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

EEC ORIGINAL PKG

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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, an **EIR** is deemed appropriate for a particular proposal if the following 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 determined 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 ENVIRONMENTAL 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 policy-level, 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.

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- 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.

II. *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
4. **Address:** 801 Main Street, El Centro CA, 92243
5. **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
8. **General Plan designation:** Recreation/Open Space
9. **Zoning:** S-2 (Open Space)
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 confidentiality, 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 factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agriculture and Forestry Resources	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Energy
<input type="checkbox"/>	Geology /Soils	<input type="checkbox"/>	Greenhouse Gas Emissions	<input type="checkbox"/>	Hazards & Hazardous Materials
<input type="checkbox"/>	Hydrology / Water Quality	<input type="checkbox"/>	Land Use / Planning	<input type="checkbox"/>	Mineral Resources
<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population / Housing	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation	<input type="checkbox"/>	Tribal Cultural Resources
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Wildfire	<input type="checkbox"/>	Mandatory Findings of Significance

ENVIRONMENTAL EVALUATION COMMITTEE (EEC) DETERMINATION

After Review of the Initial Study, the Environmental Evaluation Committee has:

Found that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

Found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

Found that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

Found that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

Found that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE DE MINIMIS IMPACT FINDING: Yes No

<u>EEC VOTES</u>	<u>YES</u>	<u>NO</u>	<u>ABSENT</u>
PUBLIC WORKS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL HEALTH SVCS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OFFICE EMERGENCY SERVICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APCD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AG	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF DEPARTMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ICPDS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

for [Signature]

 Jim Minnick, Director of Planning/EEC Chairman

11-16-2023

 Date:

EEC ORIGINAL FILE

PROJECT SUMMARY

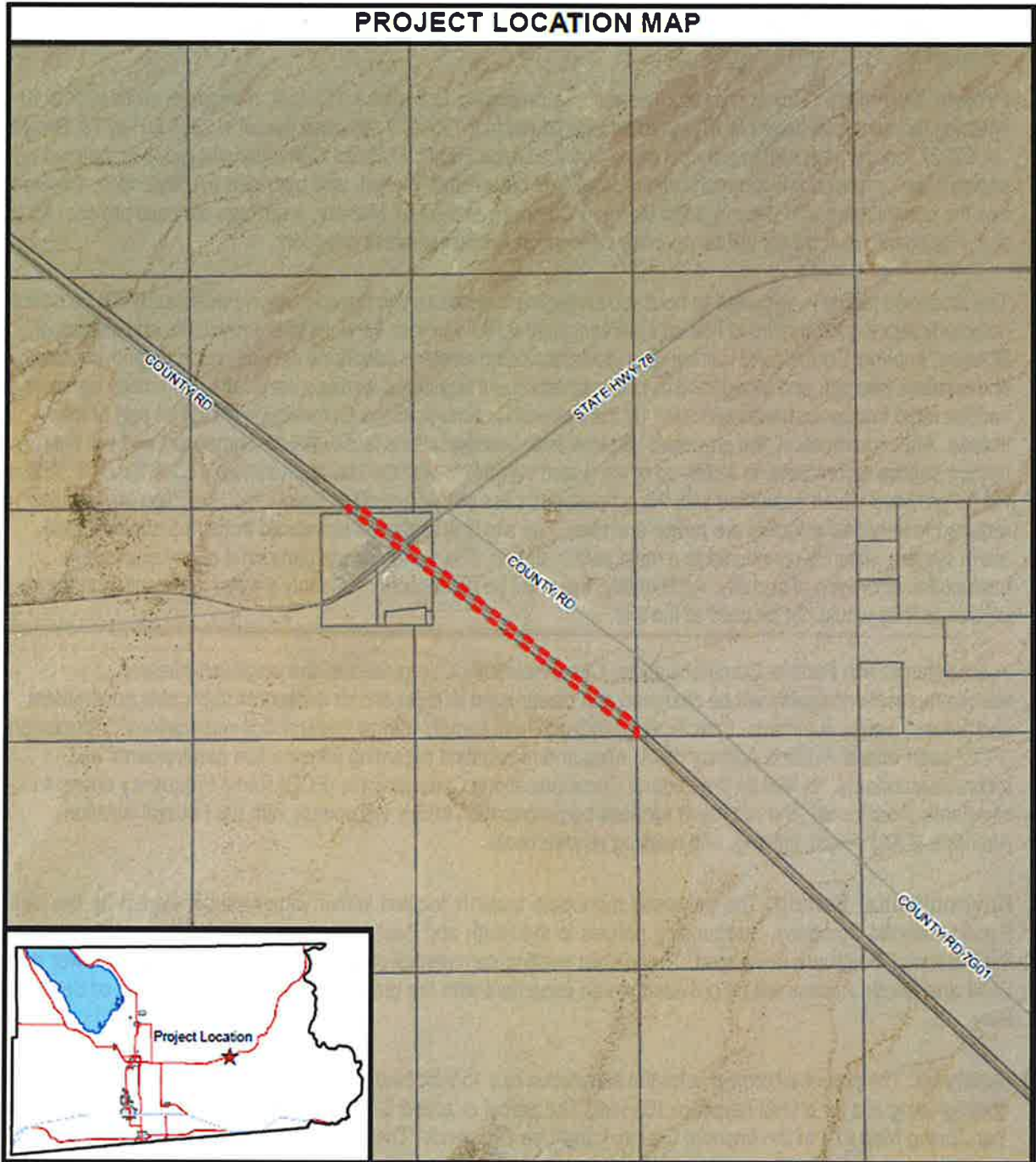
- A. Project Location:** The proposed project parcel is located at 5359 E Hwy 78, Brawley, CA; within the railroad right of way of a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The parcel is identified as Assessor's Parcel Number (APN) 039-310-019-000, in 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

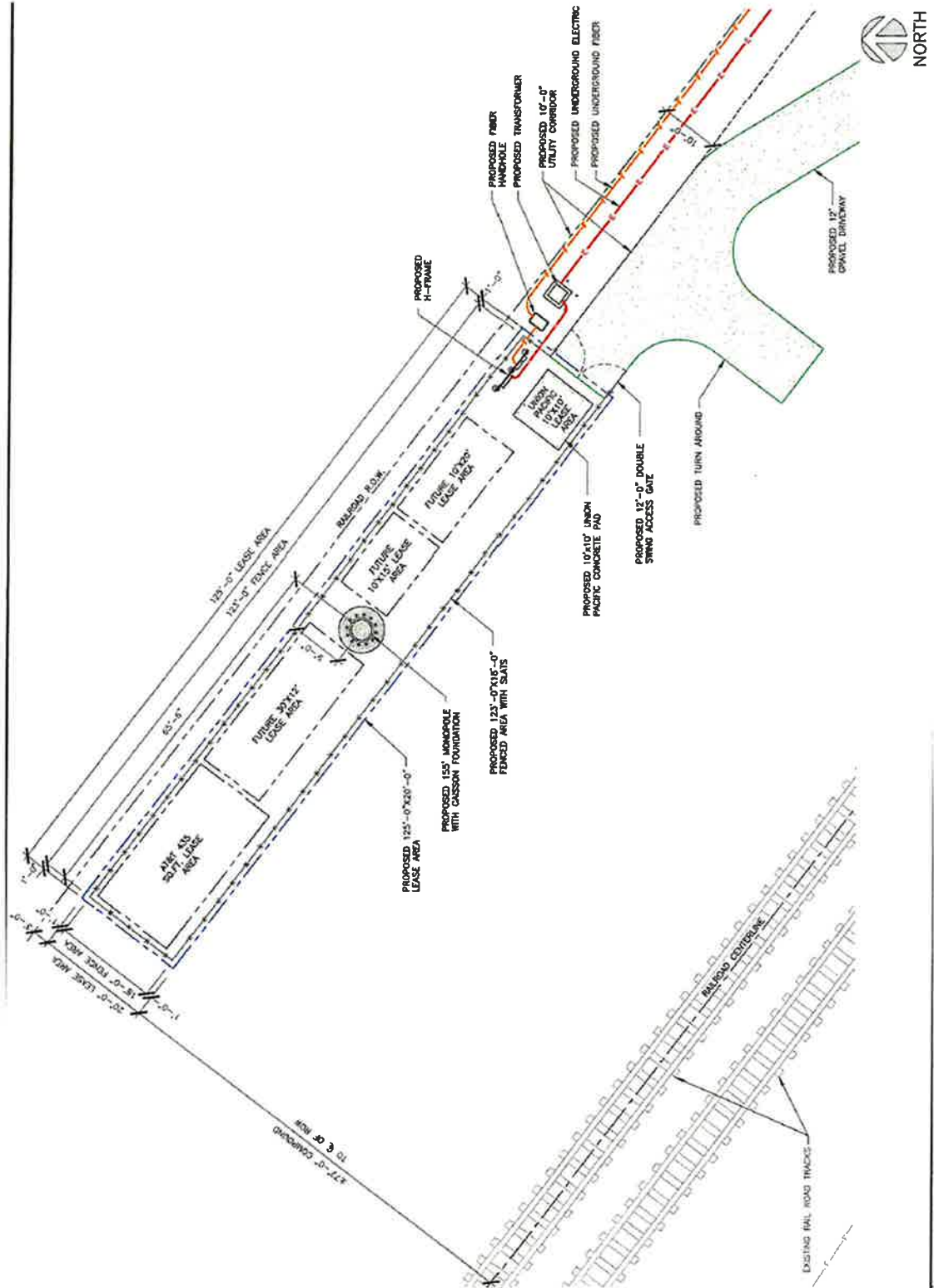


CITYSWITCH
CUP #23-0009 / IS 23-0009 / V 23-0003
APN 039-310-019-000

 Project Location
 Centerline
 Parcels



Exhibit "B" Site Plan



EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) 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.
- 3) 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.
- 4) "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)
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I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

- a) Have a substantial adverse effect on a scenic vista or scenic highway?

a) Four areas within the County have the potential as state-designated scenic highways; however, the project site is not located near any scenic vista or scenic highway according to the Imperial County General Plan Circulation and Scenic Highway Element¹ and California State Scenic Highway System Map². Additionally, the proposed self-supported monopole telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment. No impacts are expected.
- 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 near a Scenic vista or Scenic Highway and would not substantially damage scenic resources. Therefore, no impact is expected.
- 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 tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment and would not significantly or physically degrade the visual character or quality of public views of the site and its surroundings. It is also consistent with the Aesthetic requirements as specified on the County's Communication Ordinance (Division 24), Section 92404.01(R). No impacts are anticipated.
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

d) As previously stated on section (I)(a), the proposed self-supported lattice telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment and would not create a new source of light or glare which would adversely affect day or nighttime views in the area. Additionally, per Imperial County's Communication Ordinance (Division 24), Section 92401.04(l), states that all communication facilities, including tower, shall be lit with approved lighting as required by the Federal Aviation Administration (FAA) and Airport Land Use Commission (ALUC) standards. Subsequently, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported lattice telecommunications tower project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon will be required for this proposed project. Compliance with FAA and ALUC standards would bring any impacts to less than significant.

II. AGRICULTURE AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. –Would the project:

- 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?

a) The proposed project is for the construction of a self-supported monopole telecommunication tower with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed project site is not listed on the California Important Farmland Finder: Imperial County 2020³, the proposed project will not convert any type of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impacts are expected.

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? b) The County of Imperial has no current active Williamson Act contracts. Additionally, according to the California Williamson Act Enrollment Finder⁴, Imperial County is withdrawn from the 2022 Williamson Act; therefore, the proposed project is not expected to conflict with existing zoning for agricultural use, or a Williamson Act Contract. No Impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 project is for the construction of a self-supported monopole telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Recreation per Imperial County General Plan Land Use Map⁵, the proposed project does not expect nor anticipate to 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 5114(g)). Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use? d) As previously stated under item (II)(c) above, the proposed project is not located in a forest land, therefore, it is not expected to result in the loss of forest land or conversion of forest land to non-forest. Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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? e) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported monopole telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Recreation per Imperial County General Plan Land Use Map⁵, development of the proposed project would not result in the loss or conversion of farmland to non-agricultural use or conversion of forestland to non-forest use. Therefore, less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

III. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to the following determinations. Would the Project:

a) Conflict with or obstruct implementation of the applicable air quality plan? a) Air quality within Imperial County is regulated by the Imperial County Air Pollution Control District (ICAPCD); per Air Pollution Control District comment letter dated June 13, 2023, all construction activities must adhere to the Air District's Regulation VIII which is designed to limit emissions of fugitive dust (PM10) to 20% opacity. Any generator greater than 50 horsepower used for standby-backup purposes must be permitted through the Engineering and Permitting Division of the Air District. It is expected that applicant's compliance with APCD would bring impacts to less than significant levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 standard? b) The proposed project is not expected to result in a cumulatively considerable net increase of any criteria pollutant since, as mentioned above under item a), it would be require to adhere to the Air District's Regulation VIII. It is expected that compliance with ICACPD requirements would bring any impact to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutants concentrations? c) Diesel exhaust and volatile organic compound (VOC) emissions which are typically related to construction trucks and machinery are the pollutants that could possibly affect the nearest sensitive receptors, but the impacts would be temporary and would be lessened by showing compliance with APCD's rules and regulations regarding construction pollutants during	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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construction activities. Therefore, less than significant impacts are expected.

- d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?)

d) Low emissions of pollution (i.e. diesel exhaust and volatile organic compound) are expected to be generated during the construction activities and would be dispersed rapidly from the project site. However the operation of the proposed project is not expected to result in other emissions that would adversely affect a substantial number of people. Compliance with all County and APCD's regulations would bring the project's potential impacts to less than significant levels.

IV. BIOLOGICAL 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?

a) According to The Imperial County General Plan's Conservation and Open Space Element¹ Figure 1 "Sensitive Habitats Map", the proposed project site is not located within a designated sensitive habitat, nor is within an agency-designated habitat area. However, the proposed project parcel is within the "Burrowing Owl Species Distribution Model" according to the Imperial County General Plan's Conservation and Open Space Element², Figure 2. Because the proposed project is currently within a flat area and zoned for Recreation uses, less than significant impacts are expected.

- 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 project site is not located within a sensitive or riparian habitat, or on other sensitive natural community area as depicted on Figure 3 "Agency-Designated Habitats Map^{3c}" from the Imperial County General Plan's Conservation and Open Space Element⁸. Additionally, the proposed project site is within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way; therefore, it does not appear to have a substantial effect in local regional plans, policies, and regulations with respect to sensitive natural communities or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Any impacts are expected to be less than significant.

- 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 Waters and Wetlands Map⁹, National Water Information System: Mapper¹⁰, and California Sustainable Groundwater Management Act (SGMA) Data Viewer¹¹, the proposed project is not located within a riparian habitat and which will not cause a substantial adverse effect on federal protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Any impacts are expected to be less than significant.

- 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 owned by the Union Pacific Railroad Company and within its railroad right-of-way zoned as S-2 (Open Space) with an area of approximately ±12.10 acres adjacent to other parcels with same zone with existing recreational uses. As previously stated on item (IV)(b) above, the project site is not located within a Sensitive Habitat; therefore, it would not 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. Any impacts are expected to be less than significant.

¹ IC General Plan Conservation and Open Space Element Figure 1
² <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 local policy or ordinances protecting biological resources, such as tree preservation policy or ordinance. No impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) 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 provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

V. CULTURAL RESOURCES *Would the project:*

a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5? a) The proposed project parcel is currently disturbed and according to the Imperial County General Plan's Conservation and Open Space Element, Figure 6 "Known Areas of Native American Cultural Sensitivity", the proposed project parcel is not located within an area of possible impact. Additionally, an AB 52 letter was sent on August 02, 2023 to the Quechan Indian Tribe, and no comments to the proposed project were received. Therefore, any impact is expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 project is located on disturbed land and it is not likely to cause a substantial adverse change to an archeological resource. Any impact is expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries? c) As mentioned above under item a), the proposed project site is located on disturbed land and does not seem to be located in a known area of cultural sensitivity, therefore it is not expected to result in the disturbance of any human remains, including those interred outside of dedicated cemeteries. Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VI. ENERGY *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 proposing any changes, currently recreation, therefore, it will not result in potentially significant environmental impacts due to wasteful, insufficient, or unnecessary consumption of energy resources, during the project construction or operation. Additionally, the proposed project site is located within a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Should any new developments occur, said developments would require a building permit with the Imperial County Planning and Development Services Department in accordance with the latest edition of the California Building. Furthermore, per comment letter received from the Imperial Irrigation District¹³ dated June 13, 2023, if the proposed communication tower requires electrical services, the applicant should contact IID. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 project is for a telecommunications tower facility which does not propose any changes in the existing use of the subject parcel. New future developments would require compliance with the latest energy efficiency and renewable energy standards and regulations. Therefore, the proposed project will not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VII. GEOLOGY AND SOILS *Would the project:*

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving: a) The proposed telecommunications tower facility does not appear to conflict with the geology and soils of adjacent parcels in the area. Construction and erection of the proposed self-supported monopole telecommunications tower with associated remote and unmanned equipment will be subjected to comply with the latest edition of the California Building Code¹⁴ as well as to go through a ministerial building permit review. Therefore, the proposed project would not directly or indirectly cause a potential substantial adverse effects, including risk of loss, injury, or death involving. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 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 Earthquake Fault Zoning Map¹⁵, California Department of Conservation: Fail Activity Map¹⁶, the United States Geological Survey's Quaternary Faults Map¹⁷, Imperial County General Plan Seismic and Public Safety Element¹⁸, Figure 1, "Seismic Activity in Imperial County Map^{18a}" and Figure 7, "Seismic Hazards Map^{18e}" the proposed project site is not located within known fault zone. Although the Sand Hills Fault is located approximately one (1) mile west of the proposed project site, Imperial County is classified as Seismic Zone D per Section 1613 et. seq. of the California Building Code¹⁴, which requires that any developments within this zone to incorporate the most stringent earthquake resistant measures. The proposed telecommunications tower project would be subject to compliance with the latest edition of the California Building Code (CBC) and through a ministerial building permit review. Adherence and compliance with these standards and regulations would bring any impacts to less than significant levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Strong Seismic ground shaking? 2) As previously stated on item (VII)(a)(1) above, the proposed project is located approximately one (1) mile away west of the Sand Hills Fault indicating potential seismic ground shaking could be expected. Subject to compliance with the latest version of the California Building Code and through agency review of building permits, would bring any impacts to less than significant levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Seismic-related ground failure, including liquefaction and seiche/tsunami? 3) The proposed project is not located in a Tsunami inundation area per the California Tsunami Inundation Map, additionally, the design and subsequent construction of the proposed project would be subject to the latest CBC regulations; therefore adherence to CBC would bring any potential seismic-related impacts such as ground failure to no impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Landslides? 4) The proposed project site topography is generally flat and according to the Imperial County General Plan Landslide Activity Map, Figure 2³, Seismic and Public Safety Element, the project site is not located within a landslide activity area; therefore, less than significant impacts are expected to occur related to landslide.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil? b) According to Imperial County General Plan's Seismic and Public Safety Element¹⁸, "Erosion Activity Map^{18c}," Figure 3, the proposed project is not located within the immediate vicinity of a substantial soil erosion area. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse? c) As previously stated on sections (VII)(a)(1)-(VII)(a)(4) and (VII)(b) above, the proposed project site is not located on a geological unit that would become unstable or collapse as a result of the proposed telecommunications facility project. Any construction would be subjected to compliance with the latest edition of the California Building Code and through a ministerial building permit review. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in the latest Uniform Building Code, creating substantial direct or indirect risk to life	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

³ <http://www.icpds.com/CMS/Media/Seismic-and-Public-Safety-Element.pdf>

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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or property?

d) According to the U.S. Department of Agriculture, Natural Resources Conservation Service "Soil Maps,"²⁰ the proposed project site is not located on any area containing Imperial-Glenbar, or silty clays loams. However, as previously stated on section (VII)(c), the proposed project design and subsequent construction will require adherence and compliance to the latest edition of the California Building Code standards and regulations, as well as to go through a ministerial building permit review. No impacts are expected.

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| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

e) The proposed project is for the construction and erection of a telecommunication tower which does not propose any septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water. Additionally, should any septic systems be proposed in the near future, the applicant should adhere and comply with the Imperial County Public Health Department, Division of Environmental Health standards and regulations. No impacts are expected.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

f) The proposed project is to be located within a disturbed parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and does not appear to directly or indirectly destroy a unique paleontological resource or site of unique geologic feature on site as there are no known unique resources or features on site or records of. Additionally, in the event of any paleontological findings on site during construction, all work shall be stopped and the Imperial Valley College Desert Museum shall be contacted to have a qualified specialist inspect the site. Any impacts are expected to be less than significant.

VIII. GREENHOUSE GAS EMISSION Would the project:

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

a) The construction trucks of the proposed project would emit greenhouse gas emission; however, the proposed telecommunication tower facility is to be located on an area surrounded by parcels already impacted with existing recreation uses. The action is not expected to generate substantial greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Additionally, as previously stated on item (III)(a) above, adherence and compliance to ACPD's and EHS' rules, regulations, and requirements would bring any impacts to less than significant.

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| b) Conflict with an applicable plan or policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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b) The proposed project would not conflict with any regulations under AB 32 Global Warming Solutions Act of 2006, of reducing the emissions of greenhouse gases to 1990 levels by 2020 provided that the applicant adheres to ACPD's and EHS' rules, regulations and requirements. Less than significant impacts are expected.

IX. HAZARDS AND HAZARDOUS MATERIALS Would the project:

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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a) The proposed project is not expected to create a significant hazard to the public or the environment as it does not involve the handling of any hazardous materials. Per comment email received from the Imperial County Division of Environmental Health dated May 30, 2023, if the applicant intends to have generator(s) or storage equipment storing 1,320 gallons of petroleum-based products, applicant should contact EHS. If not, the Division of Environmental Health does not have any comments at this time. Adherence to EHS' requirements should bring any impacts to less than significant.

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| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<p>b) As previously stated on section (IX)(a) above, the proposed project is not expected to create a significant hazard to the public or environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment as no hazardous materials are anticipated as part of the project. Additionally, adherence to EHS' requirements should bring any impacts to less than significant.</p>				
<p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p> <p>c) The proposed project does not anticipate the emission of hazardous emissions or the handling of hazardous or acutely hazardous materials, substance, or waste as previously stated on items (IX)(a) and (IX)(b) above. Additionally, the project site is not located within a ¼ mile of any schools. The nearest school in the vicinity is the Holtville High School, which is located approximately 22 miles southwest of the proposed project site; therefore, it would not represent a risk to educational facilities. No impacts are expected.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) 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?</p> <p>d) The proposed project is not located on a site included on a list of hazardous materials sites according to California Department of Toxic Substances Control EnviroStor²¹. Additionally, per Imperial County General Plan's Seismic and Public Safety Element¹⁸, "Hazardous Material Sites Map^{18d}," Figure 5, the proposed project site is not located within an identified hazardous materials site; therefore, no impacts are expected.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>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?</p> <p>e) The proposed project is not located within an airport land use plan per Imperial County Airport Land Use Compatibility Maps²². The closest airport is the Holtville Airport located approximately 16 miles southwest. Additionally, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported monopole telecommunication tower with associated remote and unmanned equipment project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon will be required for this proposed project. Compliance with Federal Aviation Administration (FAA) and ALUC standards, regulations, and recommendations would bring any impacts to less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p> <p>f) The proposed project site is not expected to interfere with an adopted emergency response plan or emergency evacuation plan. Per Imperial Valley Emergency Communications Authority comment letter dated June 08, 2023, future IVECA or Imperial County communication needs could necessitate tower space on the tower and other related on-site infrastructure. This would include, but be limited to, multiple antenna spaces, guaranteed antenna heights, and shelter space at no cost to Imperial County. It is expected that compliance with IVECA would bring impacts to less than significant levels.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?</p> <p>g) According to Cal Fire "Fire Hazard Severity Zones in State Responsibility Areas – Imperial County²⁴" adopted September 29, 2023, the proposed project site is not located within a fire hazard severity zone designated as Local Responsibility Area (LRA) classified as unzoned area, therefore, the proposed project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildfires. Future facility expansions may be subject to the inclusion of fire sprinklers and have either a private water or public source as pressurized hydrants for fire suppression. Compliance to Imperial County Fire Department (ICFD) standards would bring any impacts to less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

X. HYDROLOGY 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 of a self-supported monopole telecommunication tower**

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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facility with associated remote and unmanned equipment and would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Any impacts are expected to be less than significant.

- b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

b) As previously stated on item (X)(a) above, the proposed telecommunications facility does not expect to substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. Any impacts are expected to be less than significant.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

c) The proposed project does not anticipate a physical alteration to the site that would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces. Additionally, per comment letter received from the Imperial Irrigation District dated June 13, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Furthermore, any proposed grading will require drainage review and approval from the Imperial County Public Works Department. Adherence to IID and ICPWD requirements would bring any impacts to less than significant.

- (i) result in substantial erosion or siltation on- or off-site;

(i) According to Imperial County General Plan's Seismic and Public Safety Element¹⁸, "Erosion Activity Map^{18c}," Figure 3, the proposed project site is not located within an area of substantial soil erosion or siltation on- or off-site. Therefore, any impacts are expected to be less than significant.

- (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 is not expected to substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or offsite. Any proposed grading will require drainage reviews and approval with the Imperial County Department of Public Works. Additionally, as previously stated on section (X)(c)(i) above, per comment letter received from the Imperial Irrigation District dated June 13, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. Compliance with Imperial County Department of Public Works and Imperial Irrigation District requirements would bring any impacts to less than significant.

- (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 creating or contributing runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. As previously stated on items (X)(c) and (X)(c)(ii) above, Any proposed grading or planned stormwater drainage systems will require drainage application, review, and approval from the Imperial County Public Works Department and Imperial Irrigation District. Compliance with Imperial County Public Works Department and Imperial Irrigation District standards and requirements would ensure that any runoff water impacts would be reduced to less than significant levels.

- (iv) impede or redirect flood flows?

(iv) The proposed project consist of the construction and erection of a self-supported monopole telecommunications tower facility with associated remote and unmanned equipment and is not expected to impede or redirect flood flows. According to the Federal Emergency Management Agency (FEMA) Flood Map Service Center²⁵, Flood Insurance Rate Map, the proposed project site is located within "Zone X" of flood map

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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06025C1475C, effective September 26, 2008. Additionally, a reviewed and approved grading/drainage letter is to be required by the Imperial County Department of Public Works. Therefore, compliance with ICDPW's standards would bring any impacts to be less than significant.

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| d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?
d) The proposed self-supported monopole telecommunications tower facility with associated remote and unmanned equipment project is not located within the proximity of a flood hazard, tsunami, or seiche zones; therefore, impacts related to risk release of pollutants due to project inundation are considered to be low. Additionally, as previously stated on item (X)(c)(iv) above, the proposed project site is located within "Zone X" of flood map 06025C1475C. Compliance with ICDPW's standards would contribute to lowering impacts to less than significant. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?
e) The proposed project does not expected to conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. As previously stated on item (X)(c) above, the proposed project would require a grading letter approved by the Imperial County Public Works Department and adherence to Imperial Irrigation District requirements. Any impacts are expected to be less than significant. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

XI. LAND USE AND PLANNING Would the project:

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|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Physically divide an established community?
a) The proposed project consist on the construction and erection of a self-supported monopole telecommunication tower facility with associated remote and unmanned equipment which is not within a community or would not physically divide an established community; therefore, it does not anticipate changing the existing land use designation and zoning established. No land use nor planning impacts are expected. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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?
b) The proposed project is consistent with the Imperial County General Plan and with the County's Land Use Ordinance (Title 9), Division 5, Section 90519.02(d), which states that, Communication Towers are permitted in the S-2 (Open Space) zone only with an approved Conditional Use Permit. Additionally, the proposed project is consistent with the County's Land Use Ordinance (Title 9), Division 24 – Communication Ordinance, Section 92401.00 et seq. Any impacts are expected to be less than significant. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

XII. MINERAL 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?
a) The proposed project does not anticipate the removal of mineral resources and it is not located within the boundaries or vicinity of an active mine per Imperial County General Plan's Conservation and Open Space Element⁸, "Existing Mineral Resources Map^{8F}" Figure 8. No impacts are expected. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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?
b) As mentioned above under item a), the proposed telecommunication tower will not result in the loss of availability of locally-important mineral resources recovery site delineated on a local general plan, specific plan or other land use plan. No impacts are expected. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XIII. NOISE 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 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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ordinance, or applicable standards of other agencies?

a) The construction of the tower is expected to create temporary noise; however noise levels shall not exceed the threshold established in the Imperial County General Plan "Noise Element" and shall comply with the applicable regulations regarding construction. Adherence to the "Noise Element" standards would bring the impacts to a less than significant level.

b) Generation of excessive groundborne vibration or groundborne noise levels?

b) Ground vibration or groundborne noise may be expected during the telecommunication tower construction and erection; however, as previously stated on item (XIII)(a) above, any construction would be subject to Imperial County General Plan's Noise Element. Any impacts are expected to be less than significant.

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 is not located within an airport land use plan or private airstrip according to the Imperial County Airport Land Use Compatibility Maps²². The nearest airports in the vicinity are the Brawley Municipal Airport located approximately 26 miles west, the Holtville Airport located approximately 16 miles southwest, and the Calipatria Municipal Airport located approximately 28 miles northwest from the proposed project site; therefore, exposure to periodic noise emissions during aircraft takeoff and landing operations are not expected. Any impacts are expected to be less than significant.

XIV. POPULATION 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-supported monopole telecommunication tower facility with associated remote and unmanned equipment would not induce a substantial unplanned population growth in an area, either directly or indirectly, as no changes to the designated recreation use on the parcel are proposed. Therefore, any impacts are expected to be less than significant.

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

b) The proposed project will not displace substantial numbers of people necessitating the construction or replacement housing elsewhere as the designated recreation use on the parcel. Any impacts are expected to be less than significant.

XV. PUBLIC 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:

(a) The proposed telecommunication tower does not anticipate that such would result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios. Any impacts would be less than significant.

1) Fire Protection?

1) The proposed project is not expected to result in substantial impacts on fire protection. Any future developments may be

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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subject to fire sprinklers and to have either a private or a public source of water for fire suppression purposes such as pressurized hydrants. Compliance with ICFD would bring any impacts to less than significant.

2) Police Protection?

2) The proposed project is not expected to result in substantial impacts on police protection as after construction, the facility would be unmanned and remotely monitored. However, should any police protection be required both the California Highway Patrol and Sheriff's Office North County Patrol have active policing and patrol operations in the area. Any impacts are expected to be less than significant.

3) Schools?

3) The proposed self-supported monopole telecommunication tower facility with associated remote and unmanned equipment is not expected to have a substantial impact on schools. The closest schools within the vicinity of the proposed project site are Del Rio Academy School located approximately 7.5 miles in the city of Brawley and Holtville Middle School located approximately 8 miles in the city of Holtville. No impacts are expected.

4) Parks?

4) The proposed project will not result in impacts to parks; no impacts are expected.

5) Other Public Facilities?

5) As stated above under item a), the proposed telecommunication tower is not expected to result in impacts to other public facilities. Any impact would be expected to be less than significant.

XVI. RECREATION

a) Would the project increase the use of the existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

a) The proposed project is for the construction and erection of a self-supported monopole telecommunication tower facility with associated remote and unmanned equipment. Subsequently, the proposed telecommunications tower would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. No impacts are expected.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?

b) The proposed telecommunication tower does not include nor requires the construction or expansion of recreational facilities which might have an adverse effect on the environment; therefore, no impacts are expected.

XVII. TRANSPORTATION *Would the project:*

a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote equipment. 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. The proposed telecommunications tower is not expected to conflict with the Imperial County General Plan Circulation and Scenic Highway Element 1 and/or any applicable plan, ordinance or policy related to it. Traffic impacts during construction and subsequent operations of the telecommunications facility are expected to be below the acceptable threshold by the County. Less than significant impacts are expected.

b) Would the project conflict or be inconsistent with the CEQA Guidelines section 15064.3, subdivision (b)?

b) The proposed project does not appear to conflict or be inconsistent with CEQA Guidelines, section 15064.3(b) as it is not a one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor. However, per comment letter received from the California Department of Transportation (Caltrans)²⁷ dated June 14, 2023, due to the

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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proximity of the proposed project site to State Hwy 78 (CA SR-78), an encroachment permit will be required for any work within the Caltrans' Right-Of-Way prior to construction. Adherence and compliance with Caltrans requirements would bring any 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 of a self-supported monopole telecommunication tower facility with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed project's site is compatible with the Imperial County General Plan Land Use Designation and the site design is not expected to increase hazards. Therefore, less than significant impacts are expected.

- d) Result in inadequate emergency access?

d) The proposed project is not expected to result in inadequate emergency access. Additionally, no change on existing land use nor zoning are proposed.; therefore, less than significant impacts are expected.

XVIII. TRIBAL CULTURAL RESOURCES

- a) 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, Figure 6, "Known Areas of Native American Sensitivity", the proposed project location is not within a known area that may expect to cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074. Additionally, notification opportunity to consult letter was sent on August 2, 2023 to the Quechan Indian Tribe, and no comments were received. 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

(i) The proposed telecommunication tower is not listed under the California Historical Resources²⁸ in County of Imperial, nor does it appear to be eligible under Public Resources Code Section 21074 or 5020.1 (k); therefore, any 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 in 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 Public Resources Code Section 5024.1 are expected to be impacted by the proposed self-supported telecommunication tower with associated remote equipment. Any impacts are expected to be less than significant.

XIX. UTILITIES AND SERVICE SYSTEMS Would the project:

- a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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environmental effects?

a) The proposed telecommunication tower is not expected to result in the relocation or construction of new or expand water, wastewater treatment or stormwater drainage, electrical power, natural gas, or telecommunications facility. On June 13, 2023, ICPDS received a comment letter from the Imperial Irrigation District¹³ advising if the proposed communication tower requires electrical service to contact IID. Moreover, 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; therefore Adherence to IID's recommendations and requirements would bring any impacts to less than significant.

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 of a monopole telecommunication tower with associated remote equipment which does not anticipate the use of a water supply nor a change to the existing agricultural use on the parcel; therefore, any impacts are expected to be less than significant.

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 wastewater as it does not propose to generate any wastewaters; therefore, any impacts are expected to be less than significant.

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 generation of solid waste. Less than significant impacts are 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 a licensed waste hauler for waste generated by the facility. The proposed telecommunication tower shall comply with federal, state, and local management and reduction statutes and regulations related to solid waste if any to be generated on a later time. Any impact are expected to be less than significant.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

a) The proposed project site not classified under a Fire Hazard Severity Zone in the State Responsibility Area. The site is under the Unincorporated Local Responsibility Area (LRA) per the Fire Hazard Severity Zones in SRA Map adopted by CAL FIRE on November 7, 2007 the proposed project site is located within an unincorporated Local Responsibility Area, but not within a Very High Fire Hazard Severity Zone (VHFHZ). The LRA classifies the site as LRA Unzoned, therefore, it is not expected to substantially impair an adopted emergency response plan or emergency evacuation plan. Any impacts are expected to be less than significant.

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 proposed project is not located within a Very High Fire Hazard Severity Zone (VHFHZ); therefore, impacts 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 are expected to be less than significant.

c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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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) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

d) As previously stated on item (VII)(a)(4) above, per Imperial County General Plan’s Seismic and Public Safety Element¹⁸, “Landslide Activity Map^{18b},” 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

SECTION 3
III. MANDATORY FINDINGS OF SIGNIFICANCE

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

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <p>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?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>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.)</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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)

V. REFERENCES

1. 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.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>
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.arcgis.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
 - f) 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://gqs.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://usgs.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
<https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=46f7796b2dfb4a6db5311d7892f0b411>
23. Imperial Valley Emergency Communications Authority (IVECA) comment letter dated June 8, 2023
24. 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>
26. 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
28. 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: Cityswitch

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

This is to advise that the County of Imperial, acting as the lead agency, has conducted an Initial Study to determine if the project may have a significant effect on the environmental and is proposing this Negative Declaration based upon the following findings:

The Initial Study shows that there is no substantial evidence that the project may have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.

The Initial Study identifies potentially significant effects but:

- (1) Proposals made or agreed to by the applicant before this proposed Mitigated Negative Declaration was released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.
- (2) There is no substantial evidence before the agency that the project may have a significant effect on the environment.
- (3) Mitigation measures are required to ensure all potentially significant impacts are reduced to levels of insignificance.

A MITIGATED NEGATIVE DECLARATION will be prepared.

If adopted, the Negative Declaration means that an Environmental Impact Report will not be required. Reasons to support this finding are included in the attached Initial Study. The project file and all related documents are available for review at the County of Imperial, Planning & Development Services Department, 801 Main Street, El Centro, CA 92243 (442) 265-1736.

NOTICE

The public is invited to comment on the proposed Negative Declaration during the review period.

11-16-2023 Jim Minnick
Date of Determination Jim Minnick, Director of Planning & Development Services

The Applicant hereby acknowledges and accepts the results of the Environmental Evaluation Committee (EEC) and hereby agrees to implement all Mitigation Measures, if applicable, as outlined in the MMRP.

Allison Burke 11/20/2023
Applicant Signature Date

SECTION 4

VIII. RESPONSE TO COMMENTS

(ATTACH DOCUMENTS, IF ANY, HERE)

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COMMENT LETTERS

EEC ORIGINAL PKG



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@co.imperial.ca.us
Cell: 442-283-1688

EEC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

RECEIVED

Jim Minnick
DIRECTOR

JUN 12 2023

May 30, 2023
REQUEST FOR REVIEW
AND COMMENTS

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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 |
|---|--|---|
| <input checked="" type="checkbox"/> County Executive Office – Rosa Lopez/
Miguel Figueroa | <input checked="" type="checkbox"/> IC Sheriff's Office – Robert
Benavidez/Fred Miramontes/Ryan
Kelley | <input checked="" type="checkbox"/> IID – Donald Vargas |
| <input checked="" type="checkbox"/> I.V. Emergency Communications Authority-
Mark Schmidt | <input checked="" type="checkbox"/> Board of Supervisors – John Hawk-
District #5 | <input checked="" type="checkbox"/> IC Fire/OES Office – Andrew Loper/
Sal Flores/Robert Malek |
| <input checked="" type="checkbox"/> County Airport- Jenell Guerrero | <input checked="" type="checkbox"/> Ag. Commissioner – Rachel
Garewal/Margo Sanchez/Ana L
Gomez/Jolene Dessert/ Sandra
Mendivil | <input checked="" type="checkbox"/> EHS – Jeff Lamoure/Mario Salinas/
Alfonso Andrade/Jorge Perez/Vanessa
R Ramirez |
| <input checked="" type="checkbox"/> Caltrans, District 11 – Roger Sanchez | <input checked="" type="checkbox"/> Campo Band Of Mission Indians -
Marcus Cuero/Jonathan Mesa | <input checked="" type="checkbox"/> BLM- Tristian Triedell/ Carrie
Sahagun/ Nell Hamada/ Ranger Gonzalez |
| <input checked="" type="checkbox"/> Fort Yuma- Quechan Indian Tribe – Jordan
D. Joaquin/ H. Jill McCormick | <input checked="" type="checkbox"/> Public Works – Guillermo
Mendoza/John Gay | <input checked="" type="checkbox"/> APCD – Monica Soucier/Belen
Leon/Jesus Ramirez |

From: Luis Valenzuela, Planner I - (442) 265-1736 or luisvalenzuela@co.imperial.ca.us

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 168' 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 Signature: [Signature] Title: Ag Biologist

Date: 6/9/23 Telephone No.: 442 265 1500 E-mail: ana.gomez@co.imperial.ca.us

L:\MMS\AIIUsers\APN\03913101019\CUP23-0009_V23-0003_IS23-0009\CUP23-0009_V23-0003_IS23-0009_Request for Comments 05.30.23 .docx

AIR POLLUTION CONTROL DISTRICT



RECEIVED

JUN 14 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

June 13, 2023

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

SUBJECT: 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,

Ismael Garcia
Environmental Coordinator

Reviewed by
Monica N. Soucier
APC Division 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 41.107CitySwitch 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"

EEC ORIGINAL PKG

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.

- 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 D11.Permits@dot.ca.gov or by visiting the website at <https://dot.ca.gov/programs/traffic-operations/ep>. 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

Mr. Luis Valenzuela, Planner I
June 14, 2023
Page 5

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

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

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

May 31, 2023

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.

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

EEC ORIGINAL PKG

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

DEPARTMENT OF
PUBLIC WORKS

155 S. 11th Street
El Centro CA
92243

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

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July 6, 2023

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

Attention: Luis Valenzuela, Planner I

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

RECEIVED

JUL 06 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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,

By: *David Dale*

David Dale, PE. PLS
Assistant Public Works Director, County Surveyor



IID

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June 13, 2023

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JUN 13 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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

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, Varlance 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 <https://www.iid.com/about-iid/department-directory/real-estate>. 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@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas
Compliance Administrator II

Sergio Quiroz – Interim General Manager
Mike Pacheco – Manager, Water Dept.
Jamie Asbury – Manager, Energy Dept.
Matthew H Smelser – Deputy Mgr. Energy Dept.
Daryl Buckley – Mgr. of Distribution Svcs. & Maint. Optrns., Energy Dept.
Geoffrey Holbrook – General Counsel
Michael P. Kemp – Superintendent General, Fleet Services and Reg. & Environ. Compliance
Laura Cervantes – Supervisor, Real Estate
Jessica Humes – Environmental Project Mgr. Sr., Water Dept.

EEC ORIGINAL PKG

Luis Valenzuela

From: Jill McCormick <historicpreservation@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 <historicpreservation@quechantribe.com>
Cc: Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Jim Minnick <JimMinnick@co.imperial.ca.us>; Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; 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:

EEC ORIGINAL PKG

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

EEC ORIGINAL PKG

CONDITIONAL USE PERMIT

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. APPLICANT'S NAME Michael Bieniek, AICP / Allison R. Burke (Agents)	EMAIL ADDRESS mbieniek@icctelecom.com / aburke@shermanhoward.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 10700 W. Higgins, Ste 240, Rosemont, IL / 675 15th Ste 2300 Denver, CO	ZIP CODE 60018 / 80202	PHONE NUMBER 847-287-1156 / 303-299-8045
4. ENGINEER'S NAME Westchester Services, LLC - Glen L Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
5. MAILING ADDRESS (Street / P O Box, City, State) 3470 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
6. ASSESSOR'S PARCEL NO. 039-310-022	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	ZONING (existing) S-2
7. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway near Ted Kipf Road, Brawley, CA 92227		
8. GENERAL LOCATION (I.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
9. LEGAL DESCRIPTION <u>See attached lease agreement</u>		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	<u>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.</u>
11. DESCRIBE CURRENT USE OF PROPERTY	<u>Railroad right-of-way</u>
12. DESCRIBE PROPOSED SEWER SYSTEM	<u>N/a</u>
13. DESCRIBE PROPOSED WATER SYSTEM	<u>N/a</u>
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	<u>N/a</u>
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? <u>No permanent employees</u>

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

<u>Michael Bieniek, AICP</u> Print Name	<u>4/11/23</u> Date
<u>[Signature]</u> Signature	
<u>Allison R. Burke</u> Print Name	<u>4/11/23</u> Date
<u>[Signature]</u> Signature	

REQUIRED SUPPORT DOCUMENTS

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

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY _____
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____

CUP #
23-0009

EEC ORIGINAL PKG

VARIANCE

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614

5. ASSESSOR'S PARCEL NO. 039-310-022	ZONING (existing) S-2
6. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way
7. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road	
8. LEGAL DESCRIPTION <u>See attached lease agreement</u>	

8. 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	<u>vacant parcel</u>
West	<u>vacant parcel</u>
North	<u>vacant parcel</u>
South	<u>vacant parcel</u>

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

Michael Bieniek AICP 4/11/23
Print Name Date
[Signature]
Signature

Allison R. Burke 4/11/23
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

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

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

V # _____

EEC ORIGINAL PKG



RECEIVED

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



**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

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

RECEIVED

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.

Sincerely,



Michael Bieniek, AICP
Zoning Director

Allison Burke

Allison R. Burke
Associate

Application Materials

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.
- 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.

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.
- c. show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
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- 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

EEC ORIGINAL PKG

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



U.S. TITLE SOLUTIONS

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
2. **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 :**

EEC ORIGINAL PKG

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 ATTACHED HERETO**

EEC ORIGINAL PKG

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 to the subject property.

EEC ORIGINAL PKG

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 items not indexed or mis-indexed in the County Records.

1. **MORTGAGES, DEEDS OF TRUST AND UCCs**

None found within period searched.

2. **JUDGMENTS AND LIENS**

None found within period searched.

3. **COVENANTS AND RESTRICTIONS**

None found within period searched.

4. **EASEMENTS AND RIGHTS OF WAY**

4.1 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 [Instrument No: 2014001714.](#)

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 [Instrument No: 2013019494.](#)

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

5. **OTHER RECORDED DOCUMENTS**

EEC ORIGINAL PKG

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 [Book 23, Page 7.](#)

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 [Book 1286, Page 821.](#)

6. OTHER UNRECORDED DOCUMENTS

6.1 [Property Detail Report](#)

6.2 [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.

6.3 [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.

EEC ORIGINAL PKG

line to the South line thereof, a distance of 2546.0 feet, more or less, lying between the easterly boundary line of the right of way for County Road running north and south along the westerly line of said Tract Block 180 and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 4.061 acres more or less, is hereby released from the lien of a certain Mortgage made and executed by E. F. McGOWAN and LEA MARIAN MCGOWAN, husband and wife, in favor of THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, a corporation, bearing date the 12th day of August, 1929, and recorded in the office of the County Recorder of the County of Imperial, State of California, in Book 52 of Mortgages, at page 137 and following, on the 22nd day of October, 1929.

IN WITNESS WHEREOF, the said THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA has caused these presents to be executed in its corporate name and under its corporate seal by its duly qualified officers this 22th day of July, 1929.

THE PACIFIC MUTUAL LIFE INSURANCE COMPANY
OF CALIFORNIA.
By W. W. Beckett, Vice President
and by J. H. Miller, Asst. Secretary.

(CORPORATE SEAL)
State of California }
County of Los Angeles }

On this 22th day of July in the year of our Lord, one thousand nine hundred and twenty-nine, before me, Pearl E. Crabtree a Notary Public in and for said Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared W. W. Beckett, known to me to be the Vice President, and J. H. Miller, known to me to be the Asst. Secretary of the Pacific Mutual Life Insurance Company of California, the corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that each corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Pearl E. Crabtree, Notary Public in and for
the said County of Los Angeles, State of
California.

(NOTARIAL SEAL)

Recorded at request of Pioneer Title Insurance Company, Aug 1 1929. 413
at 20 min past 2 P. M., in Book 1 Page 100 of Official Records, Imperial County Records.
Wm. E. Lohdy County Recorder
By D. Cole, Deputy

IRVING H. SEAW ET AL
TO

INTER-CALIFORNIA RAILWAY COMPANY

1140V

THIS INSTRUMENT, made this 22th day of July, 1929, between IRVING H. SEAW and VIRGINIA SEAW, his wife, and ORVILLE W. SEAW and ESTELLA SEAW, his wife, the parties of the first part, and INTER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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, to-wit:

A strip of land 100 feet wide across the west end of Tract 90 in Township 14 South, Range 15 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 2843.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running North and South along the westerly line of said Tract 90, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD and and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

L.R.S. \$1.00 CMS 7/24/23

Irving H. Shaw (Seal)
Virginia Shaw (Seal)
Orville E. Shaw (Seal)
Estelle Shaw (Seal)

State of California }
County of Imperial }

On this 16th day of July in the year nineteen hundred and 23, before me, Holm Smith, a Notary Public in and for said County of Imperial, State of California, residing therein, duly commissioned and sworn, personally appeared Irving H. Shaw a Virginia Shaw, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Holm Smith Notary Public in and for the County of Imperial, State of California.

(NOTARIAL SEAL)
State of California }
County of Los Angeles }

On this 26th day of July, A. D. 1923, before me, C. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Orville E. Shaw and Estelle Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

C. S. Champion Notary Public in and for said County and State.

(NOTARIAL SEAL)

Recorded at Request of Pioneer Title Insurance Company, Aug 1 1923, at

30 min past 9 A. M., in Book 8 Page 801 of Official Records, Imperial County Records.

Fees \$1.00

Ward E. Mohy County Recorder
By D. Cole, Deputy

ESTELLA SHAW ET OVS
VS
IMPERIAL CALIFORNIA RAILWAY COMPANY

11607

THIS INSTRUMENT, Made this 9th day of July, 1923, between ESTELLA SHAW and O. N. SHAW, her husband, both of Holtville, Imperial County, California, parties of the first part, and IMPERIAL-CALIFORNIA RAILWAY COMPANY, a corporation, party of the second part.

WITNESSETH:

THAT the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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: to-wit:

A strip of land 100 feet wide across Tract 74 Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 1820.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south through the middle of said Tract 74, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 3.020 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

E. N. S. CO Cancelled 088 7/24/23 Metella Shaw (Seal)
Form Correct O. N. Shaw (Seal)

M. W. Singer, Contract Attorney
Form Approved: 8-26-23 Wm. F. Harris,
Vice Pres. & Chief Counsel M.

State of California }
County of Los Angeles }

On this 9th day of July, A.D. 1923, before me, C. E. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Metella Shaw and O. N. Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me

STATE OF CALIFORNIA, }
COUNTY OF IMPERIAL, } ss.

On this Nineteenth day of September 1923, before me, E. N. Anderson, a Notary Public in and for said County, personally appeared M. E. Lavayna, known to me to be the Secretary of the Imperial County Title Company, Trustee, the corporation that executed the within and foregoing instrument, and known to me to be the person who executed the within and foregoing instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same as such Trustee.

Witness my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

E. N. Anderson, Notary Public in and for said County of Imperial, State of California

Recorded at request of the Peoples Abstract & Title Company Sep. 20, 1923 at 9 P.M. Post 9 A.M. in Book 2 Page 283 of OFFICIAL RECORDS Imperial County Records, Fees, \$1.00

W. E. Robby, County Recorder
By L. E. Martin, Deputy

FRED W. THATCHER ET UX
TO
INTER-CALIFORNIA RAILWAY COMPANY

THIS INSTRUMENT, made this 15th day of July 1923, between Fred W. Thatcher, and (wife) Mabel S. Thatcher, of Los Angeles, Los Angeles County, California, the parties of the first part, and Inter-California Railway Company, a corporation, the party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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, to-wit:

A Strip of Land 100 feet wide across the west end of Tract 106 in Township 14 South, Range 14 East, San Bernardino Meridian, extending from the North line of the south line thereof, a distance of 2440.0 feet, more or less, and lying between the westerly boundary line of the right of way for County Road running North and south along the westerly line of said Tract 106, and a line drawn parallel to and 100 feet westerly from said westerly boundary line of the right of way for County Road, containing 4.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

\$1.00 U.S.I.C.S. advised and compelled.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

THIS conveyance is made upon the following express conditions:

FIRST That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.

SECOND That second party shall construct suitable waste ditch with boxes and drop box on premises of first party immediately east of the easterly line of the premises hereon conveyed; said ditch and boxes to be maintained by the first party.

THIRD That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Fred W. Thatcher (S.S.)
Mabel E. Thatcher (S.S.)

STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES }

On this 15th day of July in the year nineteen hundred and twenty-three A.D. before me Frances A. Kearney a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Thatcher and Mabel E. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(NOTARIAL SEAL)

Frances A. Kearney, Notary Public in and for
Los Angeles County, State of California
My Commission Expires August 12, 1925.

Recorded at request of The Peoples Abstract & Title Company Sept 20, 1925 at 5
M.L. Nat 9 A.M. in Book 2 Page 304 of OFFICIAL RECORDS Imperial County Records.
Fee, \$1.30

Wm E. Hobdy, County Recorder
By L. K. Martin, Deputy

ALBERT C. FINNEY OR AL
CO
IMPER-CALIFORNIA RAILWAY CO.

THIS INSTRUMENT, made this 31st day of July 1923, 1923 between ALBERT C. FINNEY and wife, Louise Finney, of Rowley, Imperial County, California, the parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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, to-wit:

A strip of land 100 feet wide across the west end of Tract #1 in Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof a distance of 2640.0 feet, more or less, and lying between the westerly boundary line of the right of way for County Road running north and south along the westerly line of said tract #1, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances unto the said party of the second part, and to its successors and assigns forever.

FURTHERMORE, this conveyance is given by the parties of the first part with the express understanding that party of the second part will construct a suitable waste 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.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

\$1.00 VALUE Cancelled Aug 16 1923 Albert C. Finney (SEAL)
F. Abel. & T. Co., St. Centro. Louise Finney (SEAL)

STATE OF CALIFORNIA }
COUNTY OF IMPERIAL } ss

On this 31st day of July in the year nineteen hundred and twenty-three A.D. before me, Peter J. Schartz a Notary Public in and for the said County of -- State of California, residing therein, duly commissioned and sworn, personally appeared Albert C. Finney and Louise Finney personally known to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

In said County the day and year in this certificate first above written.
(NOTARIAL SEAL)

Peter J. Schartz Notary Public in and for
Imperial County, State of California.

Recorded at request of THE PEOPLE ABSTRACT & FIRE COMPANY Aug 14 1923
at 1 min past 9 A.M. in Book 10, Page 187 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.50

ELMO E. HONEY, County Recorder.
By M. Anderson, Deputy.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ellen Hoover Hubbard, do hereby certify and declare that a certain
Mortgage, bearing date the 12th day of July 1920, made and executed by Myron D. Witter
and M. Ethel Witter, his wife, Mortgages to Ellen Hoover Hubbard, Mortgagee, recorded
in the office of the County Recorder of the County of Imperial, State of California, in
Book 48 of Mortgages, at page 15 on the 10th day of September 1920, together with the
debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 8th day of July
1923,
Ellen Hoover Hubbard (SEAL)

E. Donald Davis
Gora B. Anderson

STATE OF MICHIGAN }
COUNTY OF CALHOUN }

On this 8 day of July in the year of our Lord one thousand nine hundred and
twenty three before me, E. Donald Davis a Notary Public in and for said County and
State, personally appeared Ellen Hoover Hubbard known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that she executed the same.
WITNESS my hand and official seal.

(NOTARIAL SEAL)

E. Donald Davis Notary Public in and for said
Calhoun County, State of Michigan,
My commission expires Aug 12/24.

Recorded at request of THE PEOPLE ABSTRACT & FIRE COMPANY Aug 14 1923 at
1 min past 9 A.M. in Book 10, Page 188 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

ELMO E. HONEY, County Recorder.
By M. Anderson, Deputy.

ASSIGNMENT OF MORTGAGE.

(THIS ON CAPITAL)

KNOW ALL MEN BY THESE PRESENTS: That W. E. King and W. S. Hancock the parties of the
first part, for and in consideration of the sum of One Dollar in gold coin of the United
States of America to us in hand paid by C. C. Ballis, Agent, the party of the second
part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain,

August 12, 1938

L-38-791

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 Inter-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.

Our information reveals that prior to May 31, 1935, the Inter-California Railway Company owned lines of railroad both in the United States and Mexico; the lines in the United States, consisting of two main and two branch lines, were 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 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 Mexico. In all, it appears that the Inter-California Railway Company owned but did not operate about 85 miles of railroad in the United States prior to May 31, 1935, when all the physical property of the Inter-California Railway Company situated 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 the 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

EEC ORIGINAL PKG

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 such compensation as is earned by individuals rendering service to the Inter-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

RDS 8-67

RECORD OF SURVEY

A PORTION OF TRACT NO. 3148, R15C, E8M, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

EXCISE TAX RECEIPT
 THE STATE OF CALIFORNIA RECEIVED OF THE COUNTY OF IMPERIAL THE EXCISE TAX ON THE ABOVE DESCRIBED TRACT FOR THE YEAR 1967 IN THE AMOUNT OF \$100.00

[Signature]
 COUNTY CLERK

QUALITY ASSURANCE STATEMENT
 THIS MAP WAS MADE FROM THE BEST AVAILABLE INFORMATION AND THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY OF THE SAME TRACT.

EXCISE TAX RECEIPT
 THE STATE OF CALIFORNIA RECEIVED OF THE COUNTY OF IMPERIAL THE EXCISE TAX ON THE ABOVE DESCRIBED TRACT FOR THE YEAR 1967 IN THE AMOUNT OF \$100.00

QUALITY ASSURANCE STATEMENT
 THIS MAP WAS MADE FROM THE BEST AVAILABLE INFORMATION AND THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY OF THE SAME TRACT.

[Signature]
 COUNTY CLERK

STATE OF CALIFORNIA
 COUNTY OF IMPERIAL

EXCISE TAX RECEIPT
 THE STATE OF CALIFORNIA RECEIVED OF THE COUNTY OF IMPERIAL THE EXCISE TAX ON THE ABOVE DESCRIBED TRACT FOR THE YEAR 1967 IN THE AMOUNT OF \$100.00

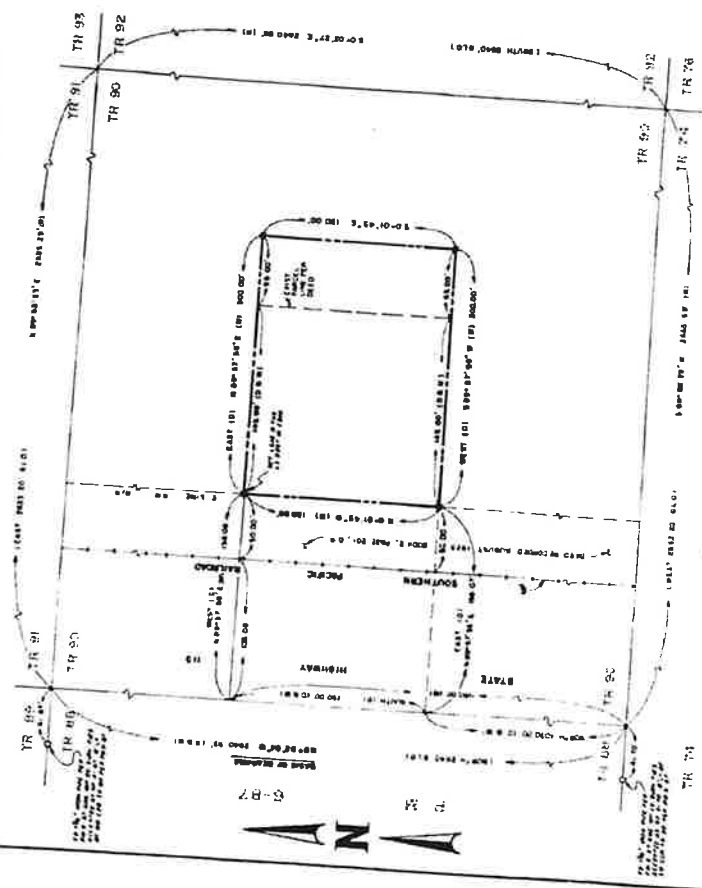
QUALITY ASSURANCE STATEMENT
 THIS MAP WAS MADE FROM THE BEST AVAILABLE INFORMATION AND THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY OF THE SAME TRACT.

STATE OF CALIFORNIA
 COUNTY OF IMPERIAL

EXCISE TAX RECEIPT
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QUALITY ASSURANCE STATEMENT
 THIS MAP WAS MADE FROM THE BEST AVAILABLE INFORMATION AND THE SURVEYOR HAS NO KNOWLEDGE OF ANY OTHER SURVEY OF THE SAME TRACT.

STATE OF CALIFORNIA
 COUNTY OF IMPERIAL



PROJECT NO. 88-1-30-83 SHEET 1 OF 1 SHEET

1b RECORDING REQUESTED BY
and RETURN TO:
C. J. Corporation System
235 Montgomery Street
San Francisco, California 94104

47 JOHN V. KEINERSON
COUNT RECORDER

'69 DEC 9 AM 11:10
BOOK 1286 PAGE 821

OFFICIAL COUNTY CLERK
INTE. COURT CLERK
#200

State of Delaware



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 Merger of the "SOUTHERN PACIFIC COMPANY", merging with and into the "SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth day of November, A.D. 1959, at 8:35 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

In Testimony Whereof, I have hereunto set my hand

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



Eugene Bunting

Secretary of State

R. H. Caldwell

Act's Secretary of State

EEC ORIGINAL PKG

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" x 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 comply 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:

1. 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 co-locators 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) feet).

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.

3. 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.

1. 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 co-located 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 co-located 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 include 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%).
 - e. 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 include 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.

- 5. 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 be 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 is 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

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 Highway 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 Highway 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 II-A, LLC**

PULASKI COUNTY)
STATE OF ARKANSAS) ss.
)

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

1. I am an adult resident of the State of Arkansas and serve as Director-Network Planning for AT&T Wireless ("AT&T").

2. I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or 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.

3. 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 Towers 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**.

4. 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 **SBA** Tower since **[3/3/2005]** but AT&T now desires to relocate its Wireless

Ben Hulse
EA #15797967

Facilities onto the **CitySwitch** 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 **SBA** 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.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** 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.

7. 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.

8. 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.

Ben Hulst
FA #15797967

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 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.

Ben Hulse
FA #15797967


AT&T's lease agreement for the SBA 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 CitySwitch 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



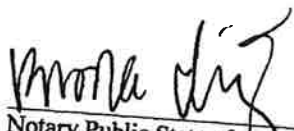
Ben Hulst
FA #15797967

AT&T's lease agreement for the [REDACTED] 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 [REDACTED] Tower, it must apply to [REDACTED] 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 [REDACTED] allows AT&T to rent 30,000 square inches of tower space and loading on a [REDACTED] 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 [REDACTED] 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

Coverage Plots v1

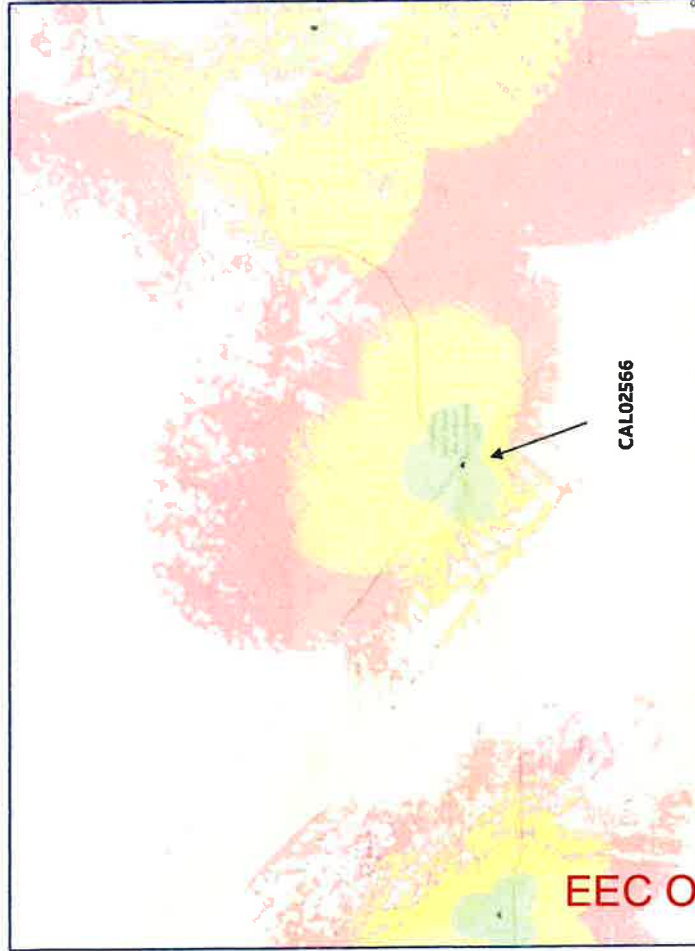
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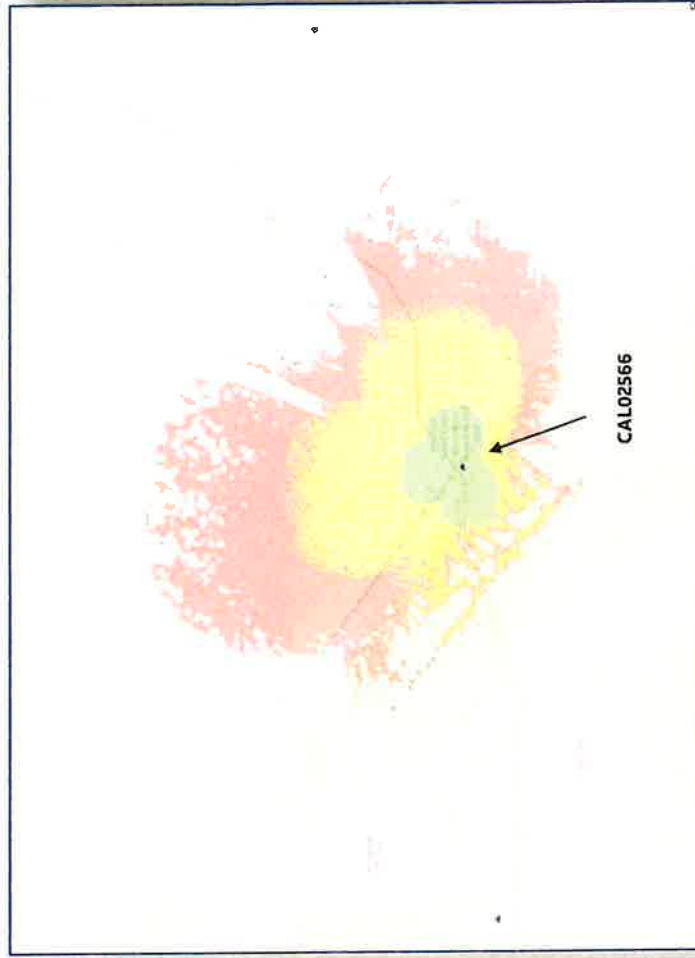
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CAL02566

EXISTING COVERAGE

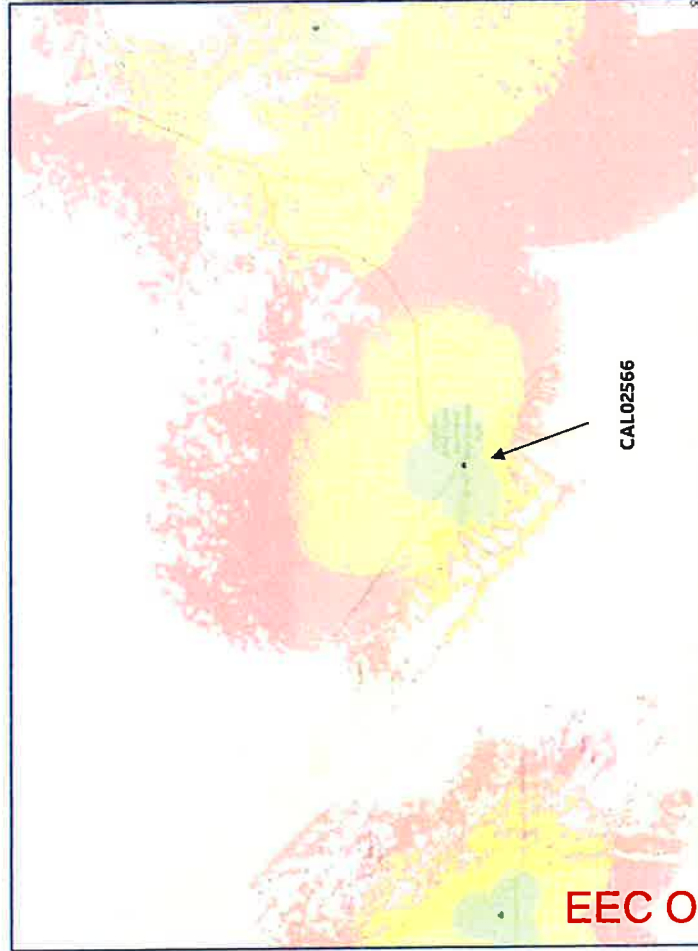


SINGLE SITE COVERAGE

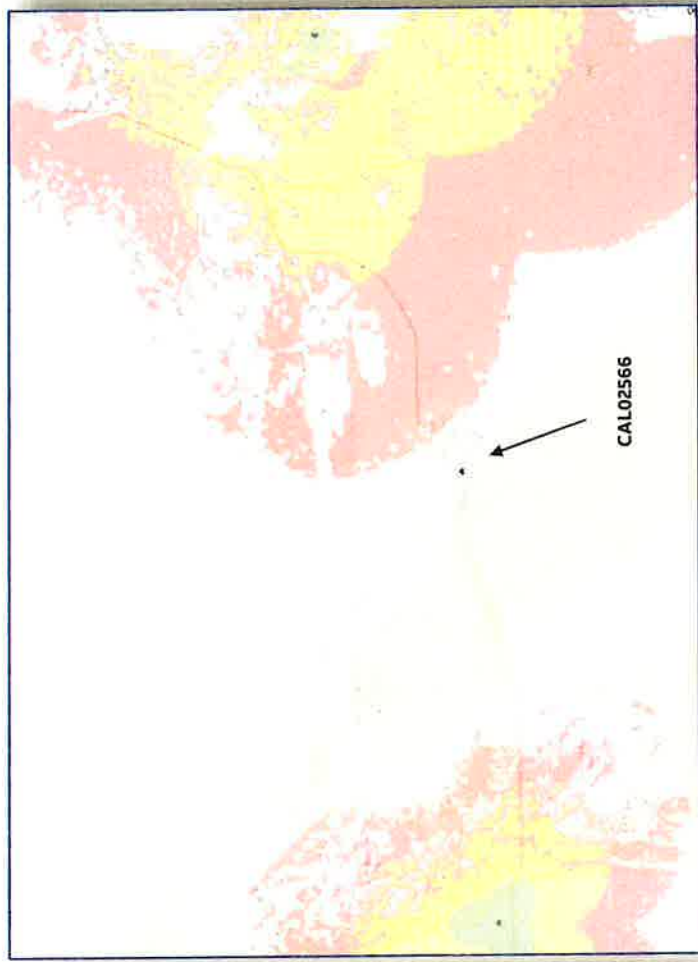


CAL02566

EXISTING COVERAGE



EXISTING COVERAGE SITE OFF



EEC ORIGINAL PKG

FAA Determination Letter



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-AWP-12867-OE

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)

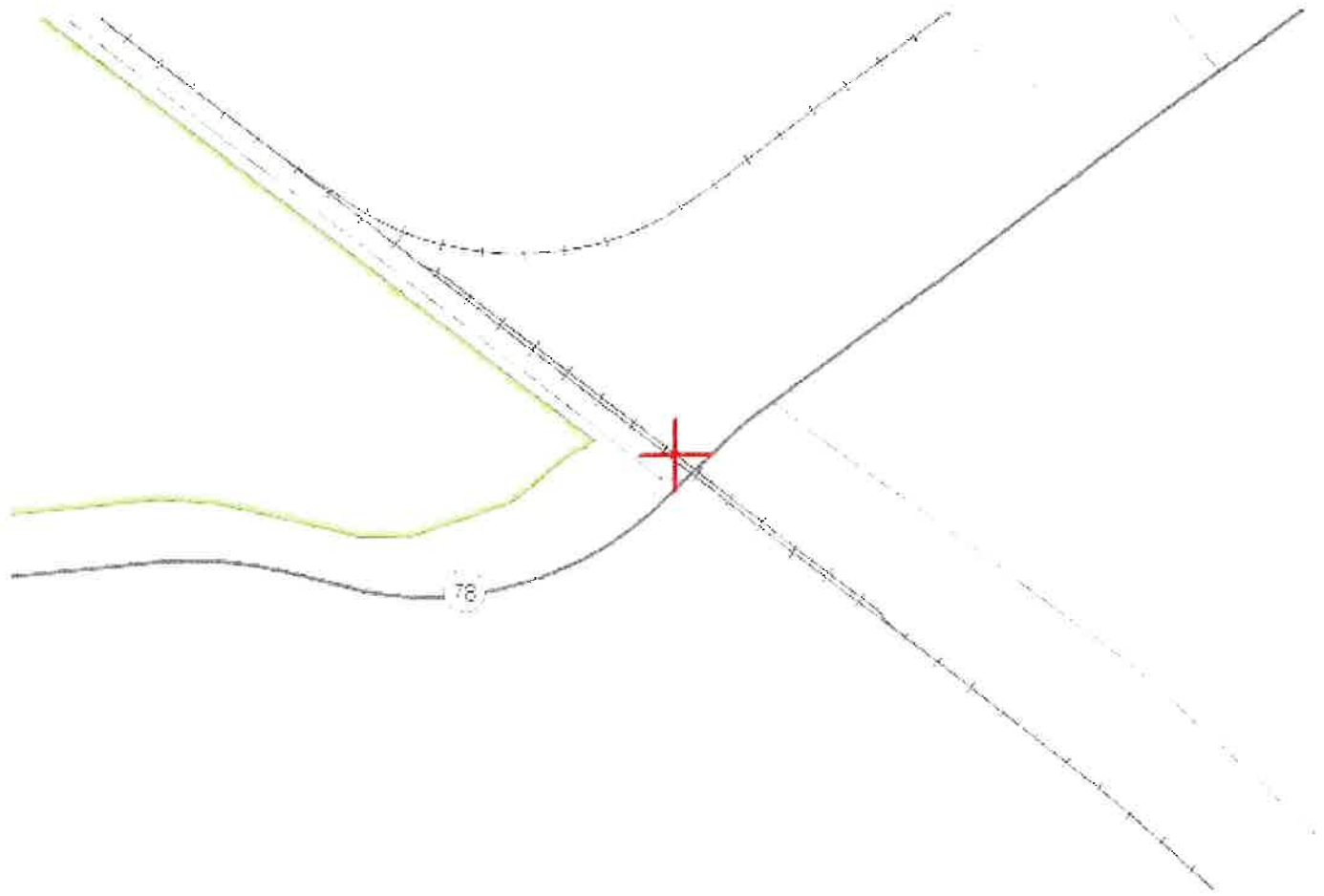
Vivian Vilaro
Specialist

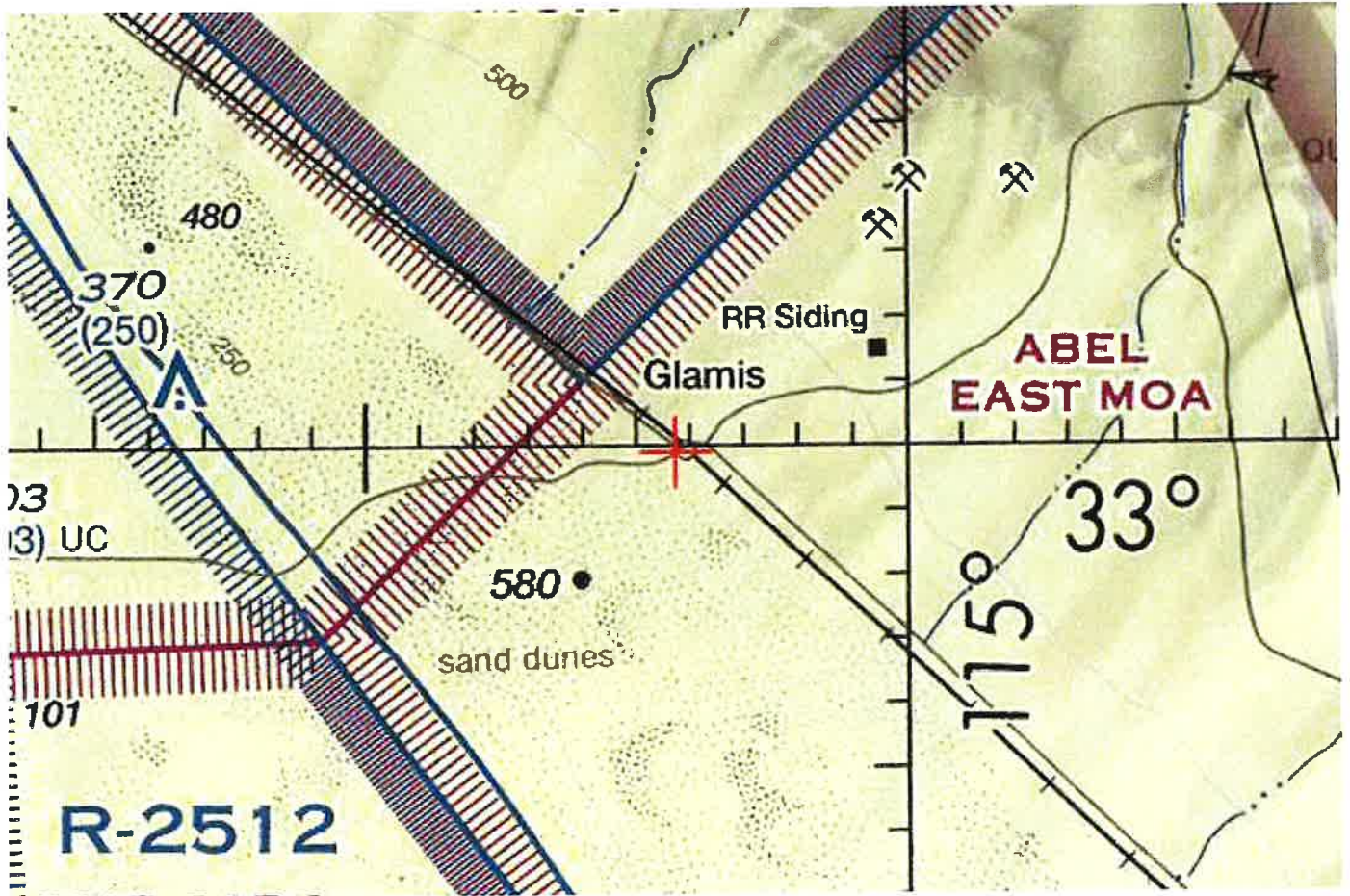
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2022-AWP-1286 - JE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
		GHz	55	dBW
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	MHz	1000	W
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	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	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	2025	MHz	500	W
2110	2200	MHz	2000	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	500	W
2496	2690	MHz		





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 meet 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



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY:	MIN	
CHECKED BY:	RSW	
REV#	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	10/29/22	ZONING DRAWINGS
C	10/29/22	ZONING DRAWINGS

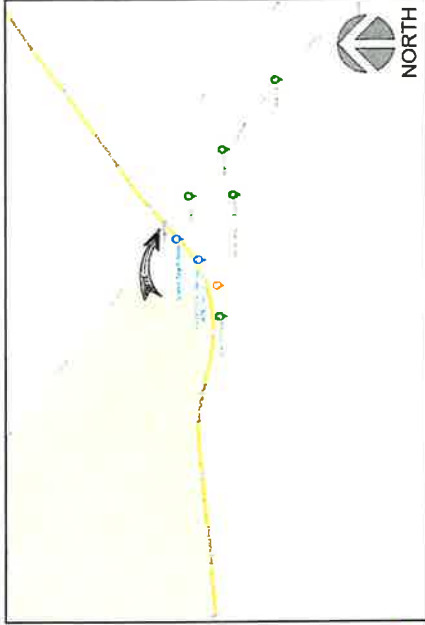
* ALL WORK SHOWN ON THESE PLANS HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
BEN HULSE
SITE ADDRESS:
TED KIPF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

VICINITY MAP



REGIONAL MAP





CITYSWITCH SITE #
CAC009

CITYSWITCH FA #
1579767



AT&T

SITE NAME
BEN HULSE

SITE ADDRESS
TED KIPF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

AT&T FA#
10066994

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
-	LAND SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
A-1	TOWER ELEVATION

SCOPE OF WORK

SCOPE OF WORK:

1. NEW FENCED TELECOMMUNICATIONS COMPOUND
2. NEW ELECTRICAL AND FIBER UTILITIES
3. NEW TELECOMMUNICATIONS TOWER
4. NEW MONGROLE TOWER

PROJECT INFORMATION

LATITUDE: 32°59'53.92" N 32°59'53.11"	APPLICANT: CITYSWITCH 1900 CENTURY PL. NE SUITE 200 SUNLAND, CA 91769 (404) 857-0838
LONGITUDE: -115°07'16.67" W	ARCHITECT: GLEN L. HUNT, III 1400 W. HUNTERS BLVD. CHANDLER, AZ 85226 (602) 403-8614 (623) 321-1883
AFN: 039-310-022	PHONE: FAX:
SITE TYPE: MONGROLE	
JURISDICTION: IMPERIAL COUNTY	
COUNTY: IMPERIAL COUNTY	
OVERALL STRUCTURE HEIGHT: 165' A.G.L.	
GROUND ELEVATION: 337.1' A.M.S.L.	

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS SHALL BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITION OF THE FOLLOWING CODES:

CODES:


- 2019 CALIFORNIA STANDARDS CODE
- 2019 CALIFORNIA ELECTRIC CODE

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

**TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN CALIFORNIA (SOUTH), CALL DIG ALERT
TOLL FREE: 1-800-227-2600 OR www.digalert.org**

**CALIFORNIA STATUTE
REQUIREMENTS FOR
WORKING DORES AND
BEFORE YOU DIG**

Know what's below. Call before you dig.



PROFESSIONAL LICENSURE

I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF THE GOVERNING LOCAL BUILDING CODE

DATE: _____

SIGNED: _____

EEC ORIGINAL PKG

Title Report
 03/28/2023
 03/28/2023
 03/28/2023

Legal Description

IN WITNESS WHEREOF, SURVEYOR HAS HEREBY SET HIS HAND AND SEAL AT THE CITY OF SACRAMENTO, CALIFORNIA, THIS 27TH DAY OF MARCH, 2023.

Assessor's Parcel No.
 039-310-028

Easements

- 1. EASEMENT FOR WATER AND SEWER SERVICE AS SHOWN ON RECORD MAPS, 1992 AND 2011.
- 2. EASEMENT FOR UTILITY SERVICE AS SHOWN ON RECORD MAPS, 1992 AND 2011.
- 3. EASEMENT FOR UTILITY SERVICE AS SHOWN ON RECORD MAPS, 1992 AND 2011.

Access Route/Lease Area

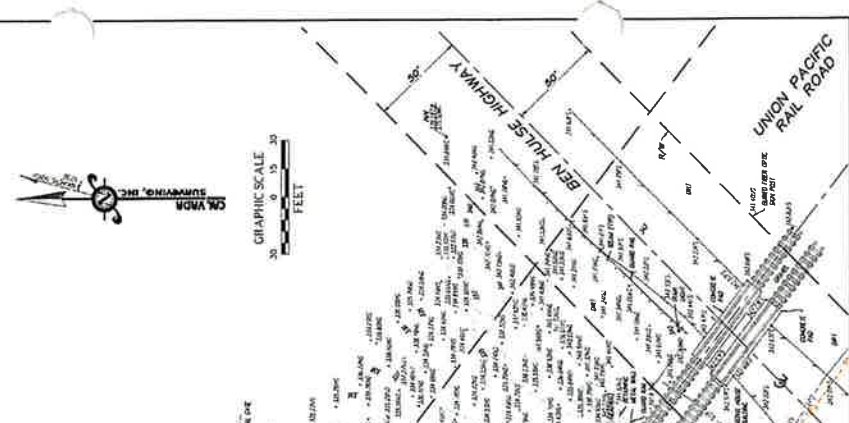
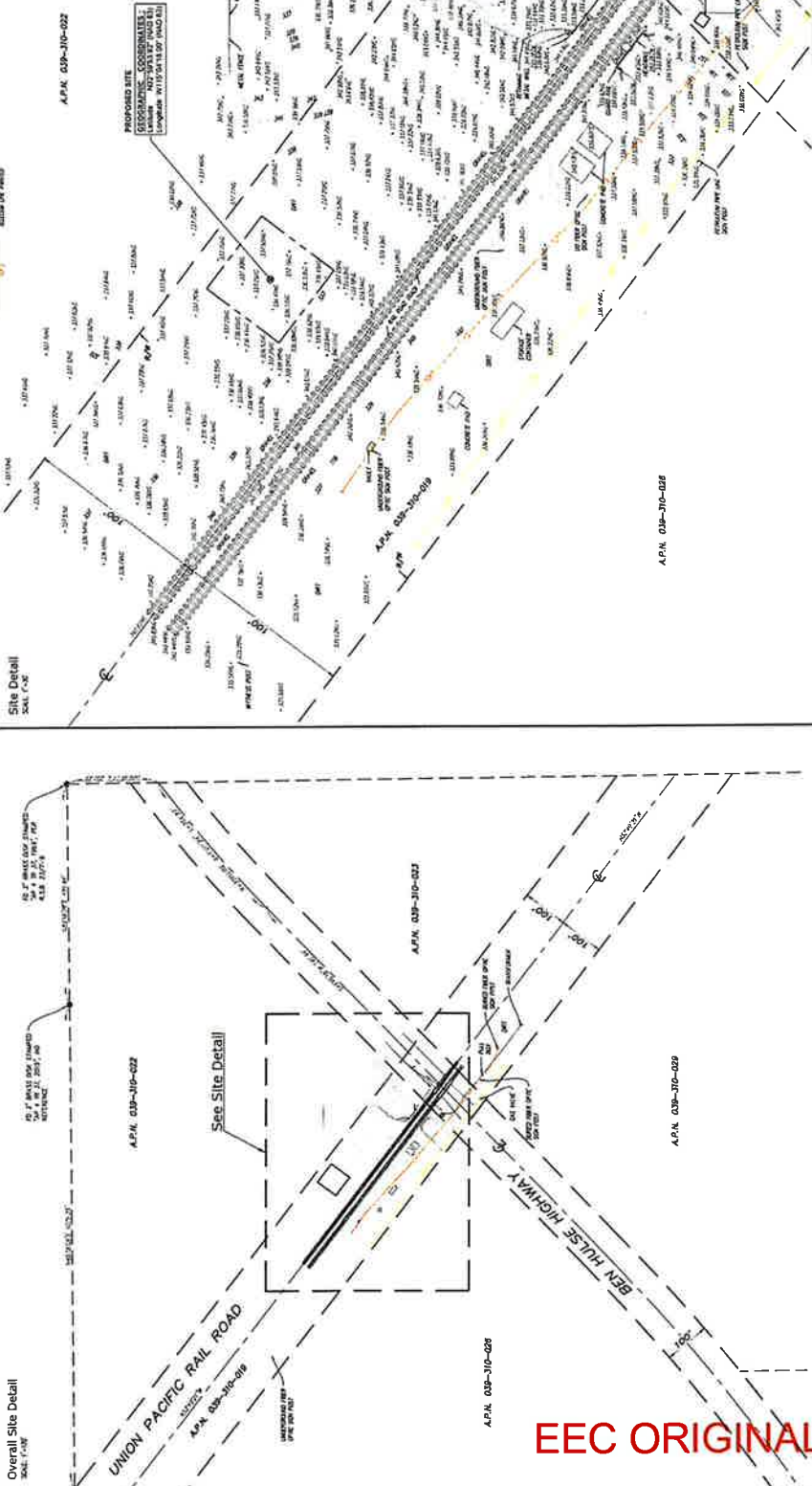
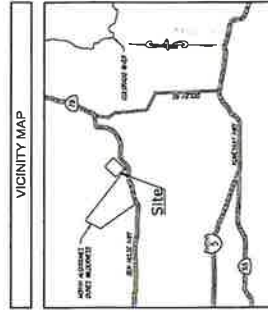
TO BE DETERMINED BY THE PROPERTY OWNERS AND THE PUBLIC WORKS DEPARTMENT.

Geographic Coordinates at Proposed Site

THE PROPOSED SITE IS LOCATED AT THE CORNER OF THE INTERSECTION OF BEN HULSE HIGHWAY AND UNION PACIFIC RAILROAD, AS SHOWN ON RECORD MAPS, 1992 AND 2011. THE COORDINATES OF THE PROPOSED SITE ARE AS FOLLOWS:

LEGEND

- EXISTING PROPERTY LINES
- EXISTING EASEMENTS
- PROPOSED EASEMENTS
- PROPOSED ADJACENT PROPERTY LINES
- PROPOSED ADJACENT EASEMENTS
- PROPOSED ADJACENT PROPERTY LINES
- PROPOSED ADJACENT EASEMENTS
- PROPOSED ADJACENT PROPERTY LINES
- PROPOSED ADJACENT EASEMENTS
- PROPOSED ADJACENT PROPERTY LINES
- PROPOSED ADJACENT EASEMENTS
- PROPOSED ADJACENT PROPERTY LINES
- PROPOSED ADJACENT EASEMENTS
- PROPOSED ADJACENT PROPERTY LINES
- PROPOSED ADJACENT EASEMENTS



UTILITY STATEMENT
 BY: [Signature]
 DATE: 02/18/23
 TITLE REPORT
 UNDERGROUND UTILITY LINES

REVISIONS

NO.	DATE	REVISIONS
0	02/18/23	SUBMITTAL
1	07/05/23	TITLE REPORT
2	07/14/23	UNDERGROUND UTILITY LINES

PREPARED FOR
 [Client Name]
 [Address]
 [City, State, Zip]

BASIS OF BEARINGS
 ALL BEARINGS GIVEN ARE TRUE BEARINGS, DERIVED FROM THE MEAN SUN TIME OF THE YEAR 2023, CORRECTED FOR THE ANGLE OF THE PLANE OF THE MERIDIAN AND THE REFRACTION OF THE HORIZON.

BENCHMARK
 THE BENCHMARK USED IN THIS SURVEY IS THE NATIONAL GEOGRAPHIC BENCHMARK, 1983, WITH AN ELEVATION OF 100.00 FEET ABOVE MEAN SEA LEVEL.

SURVEYOR OF RECORD
 CAL VADA SURVEYING, INC.
 411 JENNA CIRCLE, SUITE 205, CORONA, CA 92626
 PHONE: 951-260-0600
 FAX: 951-260-0610
 WWW.CALVADA.COM

PROPOSED SITE GEOGRAPHIC COORDINATES
 (LONGITUDE: 121°31'15.51" W, LATITUDE: 38°47'15.00" N)

APX 039-310-028

APX 039-310-027

APX 039-310-029

UNION PACIFIC RAILROAD

BEN HULSE HIGHWAY

ECC ORIGINAL



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

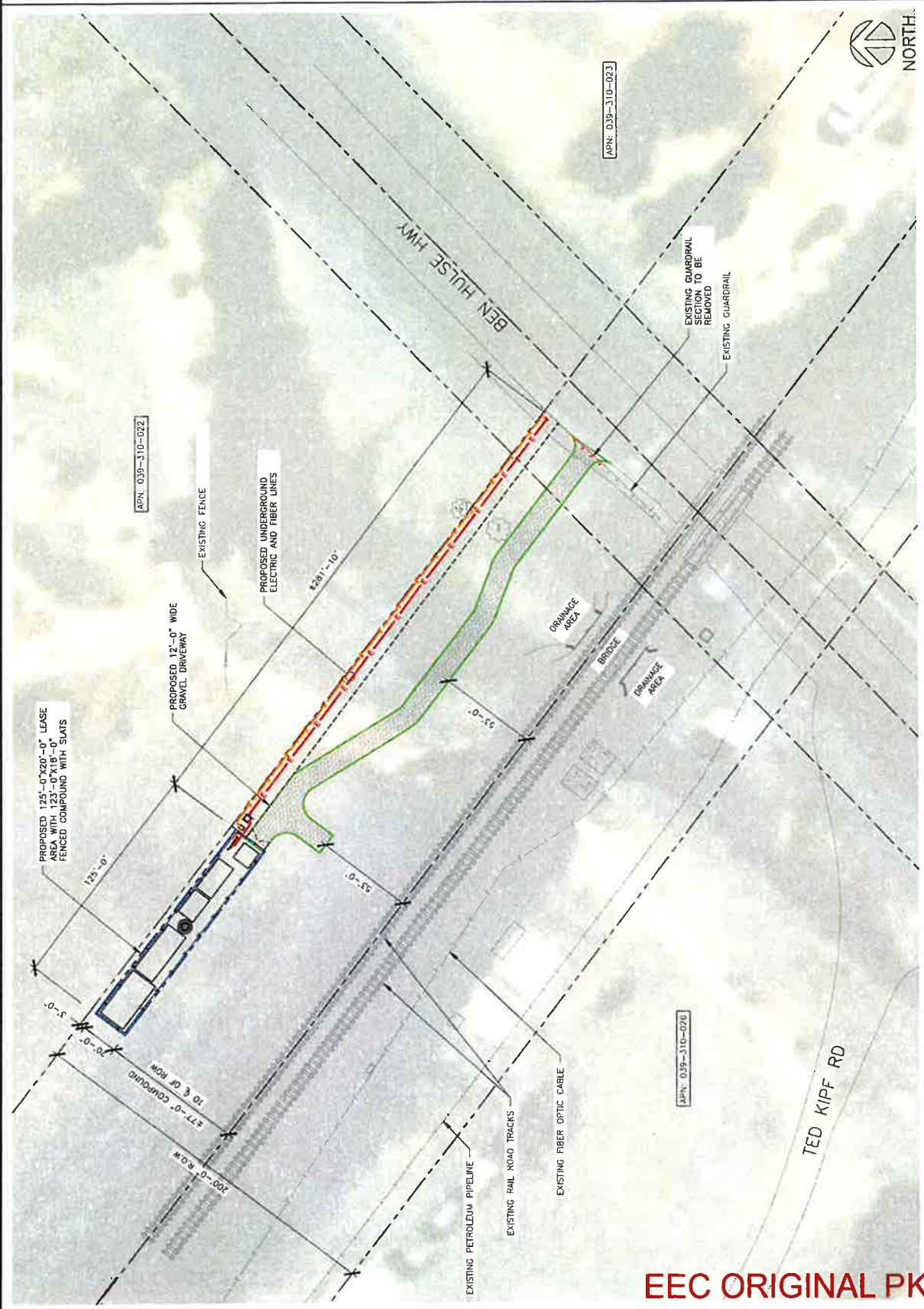
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/20/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

"I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA."

SITE NAME:
BEN HULSE
SITE ADDRESS:
TED KIPF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
OVERALL
SITE PLAN

SHEET NUMBER
C-1



OVERALL SITE PLAN

SCALE: 1"=50'-0" (11/17)
(50' 3"=50'-0" (12/15))

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISSEMINATION OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



WESTCHESTER
SERVICES LLC
WALTER GLEN
14000 W. 14TH AVE
TULSA, OKLAHOMA 74107
TEL: 918.438.1111 FAX: 918.438.1111
WWW.WESTCHESTERSERVICES.COM

ZONING DRAWINGS
NOT FOR CONSTRUCTION

CHECKED BY:	MN	RESM
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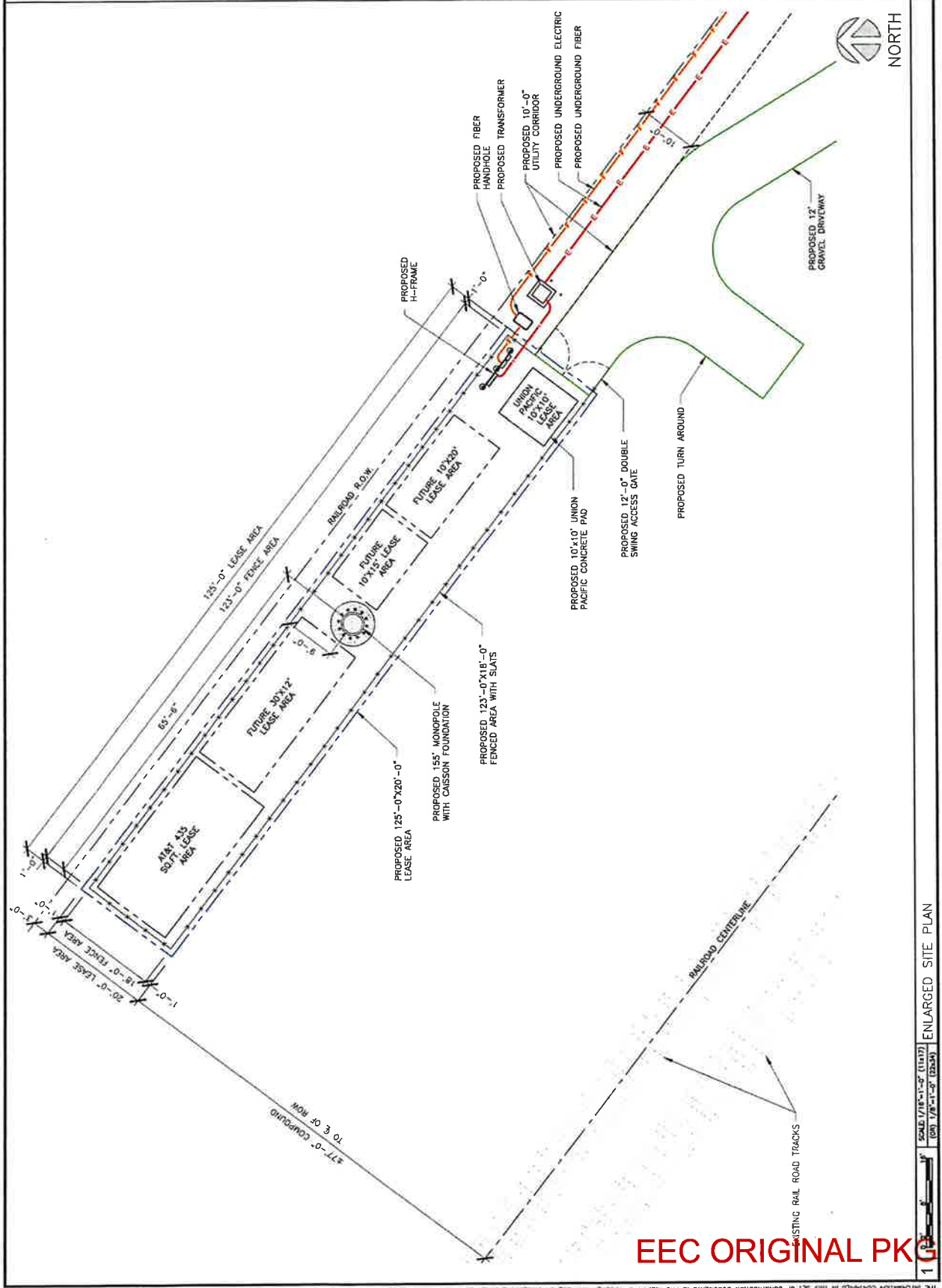
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA."

SITE NAME:
BEN HULSE
SITE ADDRESS:
TED KIPP ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
ENLARGED
SITE PLAN

SHEET NUMBER:
C-2



EEC ORIGINAL PKG

1
SCALE 1/8"=1'-0" (11/17)
(60) 1/8"=1'-0" (22/24)
ENLARGED SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



WESTCHESTER SERVICES, LLC
 604 FOX GLEN
 BARRINGTON, IL 60015
 TEL: 815.377.4000
 FAX: 815.377.4000
 ee@westchest.com westchest.com

ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MN
 CHECKED BY: RSM

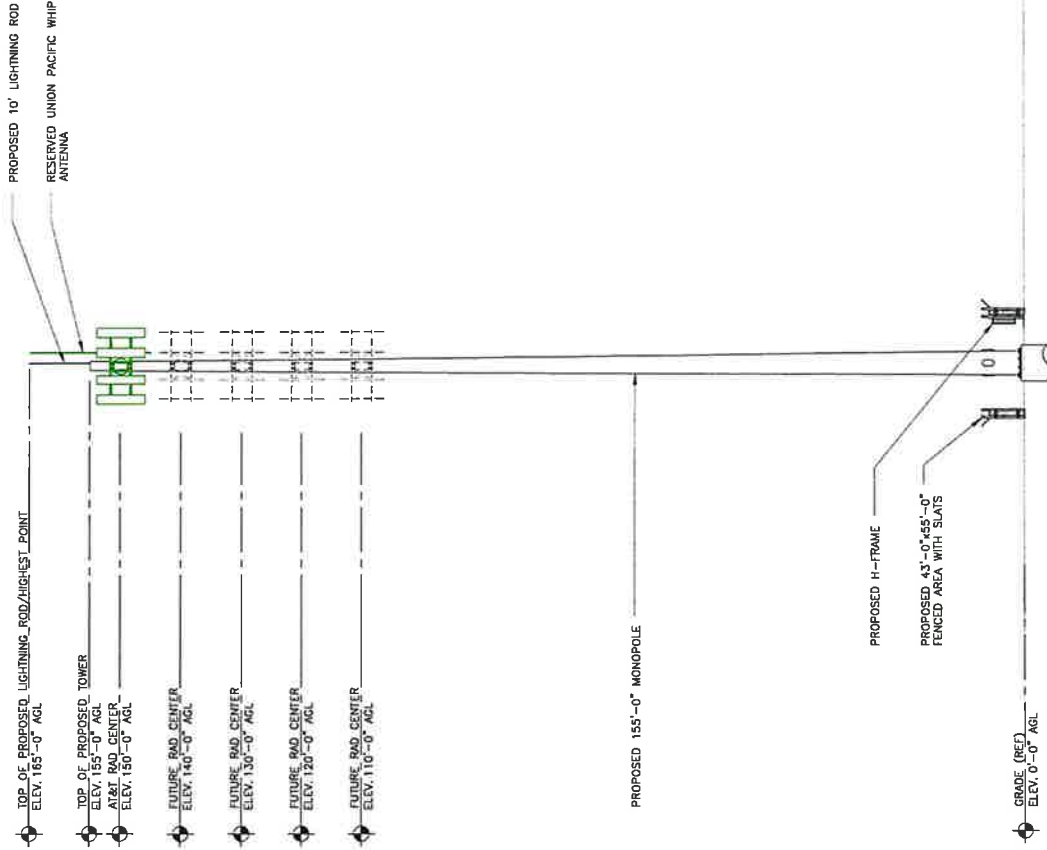
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/20/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. DESIGN CENTER, THAT THESE PLANS WERE PREPARED BY AN ENGINEER OR ARCHITECT REGISTERED IN THE STATE OF CALIFORNIA AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 TED KIFF ROAD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 TOWER
 ELEVATION

SHEET NUMBER
 A-1



TOWER ELEVATION

SCALE: 1"=20'-0" (11x17)
 (UNT) 1"=20'-0" (EZZMAN)

EEC ORIGINAL PKG

LEGEND

APN	ADJACENT PARCEL BOUNDARIES
CP	CONCRETE PERMANENT CENTERLINE
EL	ELECTRICAL
FL	FIRE LANE
FR	FIRE ALARM
HP	HIGH PRESSURE
IR	IRRIGATION
IP	INTERSECTION
LP	LOW PRESSURE
MP	MEDIUM PRESSURE
NP	NOT PLANNED
OP	OPEN
PP	PIPE
RP	RIPRAP
SP	SMOOTH SURFACE
TP	TERRACE
UP	UPPER
VP	VERTICAL CURVE
WP	WATER
XP	EXPOSED
YP	YIELD
ZP	ZONING



Title Report
 PREPARED BY: GEORGE H. SAMPSON
 DATE: APRIL 12, 2011

Legal Description
 A certain portion of the unincorporated town of Victor, State of California, more particularly described as follows:
 COMMENCING AT THE CORNER OF LANE 1042 1/2 NORTH, 200 FEET SOUTH OF THE EAST 1/4 SECTION 36, T40N, R11E, S19E, COUNTY OF SAN JOAQUIN, CALIFORNIA; THENCE SOUTH 88° 44' 00" WEST, 265.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88° 44' 00" WEST, 15.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 88° 44' 00" WEST, 250.00 FEET TO A POINT OF BEGINNING; THENCE NORTH 88° 44' 00" WEST, 15.00 FEET TO A POINT OF BEGINNING; THENCE NORTH 88° 44' 00" WEST, 265.00 FEET TO THE POINT OF BEGINNING.

Assessor's Parcel No.
 APN 038-310-022

Basements
 THERE ARE NO RECORDED BASEMENTS FOR THIS TRACT.

Easements
 THERE ARE NO RECORDED EASEMENTS FOR THIS TRACT.

Overall Site Detail
 SCALE: 1" = 50'

Site Detail
 SCALE: 1" = 50'

PROTRACTOR TISS, R. IRELL, S.B.M.

UNION PACIFIC RAIL ROAD

BEN HULSE HIGHWAY

UNION PACIFIC RAIL ROAD

APN 038-310-022

APN 038-310-023

APN 038-310-029

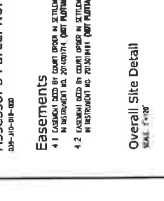
APN 038-310-026



Proposed Tower
 PROPOSED TOWER
 PROPOSED TOWER
 PROPOSED TOWER

Geographic Coordinates at Proposed Tower

UTM: 11TUT, 680000E, 4100000N
 WGS 84



SURVEYOR OF RECORD
CAL VADA SURVEYING, INC.
 10611 OLD ROAD 200, CASTLE ROCK, CA 94545
 PHONE: 925-229-5660 FAX: 925-229-5718
 10611 OLD ROAD 200, CASTLE ROCK, CA 94545
 EST. 1989 JOH. NO. 29106

REVISIONS

NO.	DATE	BY	REVISIONS
0	02/18/11	GV	SUBMITTAL
1	07/11/11	MN	TITLE REPORT
2	07/11/11	AV	UNDERGROUND UTILITY LINES
3	12/16/11	HP	LEASE AREA DESCRIPTION

UTILITY STATEMENT

NO.	DATE	BY	REVISIONS
0	02/18/11	GV	SUBMITTAL
1	07/11/11	MN	TITLE REPORT
2	07/11/11	AV	UNDERGROUND UTILITY LINES
3	12/16/11	HP	LEASE AREA DESCRIPTION

PREPARED FOR
 WETSHED SERVICE LLC
 1001 WETSHED DRIVE, SACRAMENTO, CALIF. 95834
 PHONE: (916) 391-0078

BASIS OF BEARINGS
 ALL BEARINGS ARE TRUE BEARINGS EXCEPT WHERE SHOWN OTHERWISE.
 ALL ANGLES ARE INTERIOR ANGLES UNLESS SHOWN OTHERWISE.
 ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 ALL CURVES ARE CIRCULAR UNLESS SHOWN OTHERWISE.

BENCHMARK
 BENCHMARK: 11TUT, 680000E, 4100000N
 POINT: 11TUT, 680000E, 4100000N

SITE INFORMATION
 10611 OLD ROAD 200, CASTLE ROCK, CA 94545

EEC ORIGINAL

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR / CM - CITYSWITCH
SUB-CONTRACTOR - PER TRADE
OWNER - AT&T WIRELESS
- SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
- ANY MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL DOCUMENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
- SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THESE DRAWINGS SHALL BE VERIFIED PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ANY UTILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION AND COORDINATE ANY REPAIRS WITH UTILITY COMPANY.
- N / A
- N / A
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS, SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

SITE PREPARATION:

- SUB-CONTRACTOR'S SCOPE OF WORK
- PROTECTION OF EXISTING TREES, VEGETATION, AND LANDSCAPING
- CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
- TOPSOIL STRIPPING AND STOCKPILING.
- BENCHMARKS, AND MONUMENTS.
- SUB-CONTRACTOR'S QUALITY ASSURANCE
- SUB-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE SUB-CONTRACTOR AT NO EXPENSE TO THE OWNER.
- THE OWNER WILL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE SUB-CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB-CONTRACTOR'S EXPENSE.

SITE WORK:

EARTHWORK AND DRAINAGE

PART 1 - GENERAL

- WORK INCLUDED: SEE SITE PLAN.
- DESCRIPTIONS
ACCESS DRIVE W/ TURNAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
- QUALITY ASSURANCE
 - APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 - (IF REQUIRED) MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER.
 - PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
 - SEQUENCING
 - COURTNEY SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - COMPLETELY GRUB THE ACCESS DRIVE W/ TURNAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, PLACEMENT OF BACKFILL, AND SUB-BASE MATERIAL.
 - CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.
 - ELEVATION PRORS TO INSTALLING FOUNDATION W/ TURNAROUND TO BASE COURSE.
 - APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - GRADE, SEED, FERTILIZER, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE.
 - REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
 - AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.
- SUBMITTALS
 - BEFORE CONSTRUCTION IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT AND OBTAIN CHANGES TO THE LANDSCAPING PLAN AND OBTAIN AN ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD (REFER TO PLANS FOR LANDSCAPING REQUIREMENTS).
 - AFTER CONSTRUCTION
 - MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.
 - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER
 - LANDSCAPING WARRANTY STATEMENT.

PART 2 - PRODUCTS

1. MATERIALS

- SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 910 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563-8000 AMBUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 598-4924
- ROAD AND SITE MATERIALS SHALL CONFORM TO TDOT SPECIFICATIONS. FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- SOIL STABILIZER FABRIC SHALL BE MIRAFAT - 500X.

PART 3 - EXECUTION

- INSPECTIONS
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION
 - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURNAROUND, AROUND AND UNDER GROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND UNDERMINATION, REMOVE ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES. UNLESS OTHERWISE INSTRUCTED BY AT&T, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOILS AS MUCH AS PRACTICABLE PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
 - WITH STABILIZER, WAIT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION
 - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND AS REQUIRED IN ORDER THAT UPON DISTRIBUTION OF SKILLS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADE, OR OTHER SURVEY POINTS.
 - CLEAR EXCESS STONES IF ANY FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE COURSE. ELEVATION TO BE DETERMINATE CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE SITE.
 - AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
 - THE CONTRACTOR SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED IN EXISTING ACCESS DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
 - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT. SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE SITE FENCE (UNLESS OTHERWISE NOTED) AND SHALL COVER THE AREA AS INDICATED.
 - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1. USE SIX (6) INCH RIPRAP ENTIRE DITCH FOR SIX (6) FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
 - APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES. NOT OTHERWISE RIPRAPPED.
 - SO THAT THEY DIRECT WATER TOWARDS OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY WITH SLOPES GREATER THAN JOB WOUND DISSEMINARY. HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN 80 DEGREES OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
 - ALL DISTURBED AREAS SHALL BE SEEDING TO ENHANCE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - ENSURE GROWTH OF SEEDS AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.



PRELIMINARY DRAWINGS
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REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CAJ/6
BRAVILEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP1



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: JIN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

THE CITY OF PALM BEACH HAS REVIEWED AND APPROVED THIS PLAN AND REGISTERS IT AS AN INSTRUMENT OF SERVICE UNDER THE STATE OF FLORIDA.

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

SHEET TITLE: NORTH & SPECIFICATIONS

SHEET NUMBER: SP2

PART 3 - EXCLUSION

- INSPECTION**
TO CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.
- INSTALLATION**
 - FOUNDATIONS SHALL HAVE A MINIMUM SIX (6) INCH CONCRETE COVER UNDER POST.
 - ALL FENCE POSTS SHALL BE VERTICALLY PLUMB ± ONE QUARTER (1/4) INCH AT CORNER POSTS, GATE POSTS, AND SIDES OF GATE FRAME. FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BANDS-CLIPS AT FIFTEEN(15) INCH INTERVALS.
 - AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.
 - FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH THE CLIPS AT TWO (2) FOOT INTERVALS.
 - MINIMUM GAP OF FABRIC SHALL BE PERMITTED BETWEEN THE CHAIN LINE FABRIC AND THE FINAL GRADE.
 - GATE SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
 - GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
 - CONCRETE TO BE A MINIMUM OF 3,000 PSI.

3. PROTECTION

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

APPLICABLE STANDARDS

- ASTM-A120
SPECIFICATION FOR PIPE, STEEL, BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS, FOR ORDINARY USES.
- ASTM-A123
ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
- ASTM-A153
IRON AND STEEL HARDWARE.
- ASTM-A392
SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.
- ASTM-A481
SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FABRIC.
- ASTM-A525
STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
- ASTM-A570
SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP, STRUCTURAL QUALITY.
- ASTM-A535
SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.
- FEDERAL SPECIFICATION RR-F-191- FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES)

METALS

PART 1 - GENERAL

SECTION INCLUDES:

- STRUCTURAL STEEL, FRAMING MEMBERS, BASE PLATES, PLATES, BARS, THREADED ANCHOR BOLTS, NUTS AND WASHERS, ASSURANCE FOR IRON, STEEL, PLATFORMS AND PEDESTAL SUPPORTS, AND GROUTING UNDER BASE PLATES.
- QUALITY ASSURANCE
- FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
 - PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

PART 2 - PRODUCTS

- MATERIALS:**
 - STRUCTURAL STEEL MEMBERS: ASTM A572, GRADE 50
 - STRUCTURAL TUBING: ASTM A500, GRADE B
 - PIPE: ASTM A53, TYPE E OR S, GRADE B
 - NUTS AND WASHERS: ASTM A307
 - ANCHOR BOLTS: ASTM A307
 - WELDING MATERIALS: AWS D1.1, TYPE REQUIRED FOR MATERIALS BEING WELDED

FENCING AND GATE(S)

PART 1 - GENERAL

- WORK INCLUDED SEE PLAN FOR SITE AND LOCATION OF FENCE AND GATE(S). MATERIALS SHALL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE "E" ZINC, 18 OUNCES PER SQUARE FOOT.
- ERECTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF SAID SURFACE AND SUBMITTALS.
- MANUFACTURER'S DESCRIPTIVE LITERATURE.
- CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

PART 2 - PRODUCTS

- FENCE FABRIC, WIRE, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.**
- FABRIC SHALL BE SIX-FOOT HIGH TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP 300 MILS. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF THE FOLLOWING SCHEDULES:
 - WITH 14-GAUGE, 4-POINT ROUND BARBS SPACED ON FIVE-INCH CENTERS.
 - ALL POSTS SHALL BE SCHEDULE - 40 MECHANICAL SERVICE PIPE AND SHALL BE HEAVY DUTY (ASTM A 153) 1 1/2" O.D. 14-GAUGE AND 1 1/2" O.D. 14-GAUGE SCHEDULE 40 (3 1/2" O.D.)
 - GATE POSTS SHALL BE EXTENDED 12 INCHES, INCLUDING DOME CAP, TO PROVIDE FOR ATTACHMENT OF BARBED WIRE.
 - ALL TOP AND BRACE RAILS SHALL BE 1 1/2" DIAMETER SCHEDULE - 40 MECHANICAL-SERVICE PIPE.
 - MECHANICAL-SERVICE PIPES SHALL BE 1.00 INCH DIAMETER SCHEDULE 40 MECHANICAL-SERVICE PIPES. FRAMES SHALL HAVE WELDED CORNERS.
 - GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE ADAPTER.
 - RAILS SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409 180-DEGREE ATTACHMENT.
 - THE GUIDE (LATCH ASSEMBLY) SHALL BE HEAVY INDUSTRIAL DOUBLE GATE LATCH, SEE DETAIL.
 - PLATES AND STOPS SHALL BE PROVIDED FOR ALL GATES.
 - ALL STOPS SHALL BE PROVIDED FOR ALL GATES.
 - LEAF OF ALL DOUBLE GATE INSTALLATIONS TO BE PROVIDED AT THE INACTIVE LEAF OF ALL DOUBLE GATE INSTALLATIONS.
 - THE OPEN POSITION OF COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF EACH LINE/CORNER POST.
 - THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS, ATOP EACH LINE/CORNER POST.
 - A SIX-INCH BY 1/2-INCH DIAMETER EYEBOLT TO HOLD TENSION WIRE SHALL BE PLACED AT LINE POSTS.
 - STRETCHER BARS SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT ALL CORNER GATE AND PANELS SHALL HAVE A 3/8-INCH TRUSS ROD WITH TURBUCLIPS.
 - ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM LINES BUT MAY NOT BE LIMITED TO THE CLIPS, BAND CLIPS AND TENSION BAND CLIPS.
 - BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
 - BARBED WIRE SUPPORT ARMS SHALL BE PRESSED STEEL COMPLETE WITH SET BOLTS AND LOCK WIRE IN THE ARM.
 - COATED WIRE SHALL BE MALLEABLE IRON, DOME OR ACORN SHAPED AS REQUIRED BY PIPE SIZE.
 - WHERE THE USE OF CONCERTINA HAS BEEN SPECIFIED, 24-INCH DIAMETERS COIL BARBED TAPE, STAINLESS STEEL, CYCLONE FENCE MODEL GBP TO TYPE III SHALL BE FURNISHED. IT SHALL BE SUPPORTED ABOVE THE TOP RAIL BY USE OF SIX(6) WIRE BARBED WIRE ARMS POSITIONED ATOP EACH LINE/CORNER POST.

4. FIELD QUALITY CONTROL

- COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED. AT CONTRACTOR'S DISCRETION, INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
- PROTECTION**
 - PROTECT SEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED, USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
 - ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH THOSE PROTECTED WIRE, AND SECURED TO 2" X 2" X 4" SIDES OF THE TREE.
 - PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY TO THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

TRENCHING

MATERIALS SUB-CRACKER SHALL:

- FILL MATERIAL SHALL BE OBTAINED TO THE MAXIMUM EXTENT POSSIBLE FROM THE SUBSTRATE. THE SUBSTRATE FILL SHOULD BE SAND AND SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL GOVERNING JURISDICTION AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIAL, ROCKS, OR OBJECTIONABLE MATERIALS AND/OR MATERIALS THAT MAY CAUSE SETTLEMENT OF THE FILL. ALL Voids IN THE MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL Voids IN THE MATERIAL. BACKFILL OR BORROW SOIL SHALL BE PLACED IN 6" LOOSE LIFTS.

PRE DETECTION AND IDENTIFICATION SUB-CRACKER SHALL:

- UTILIZE WARNING TAPE. ALL UTILITY SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.
- TRENCH EXCAVATION SUB-CRACKER SHALL DIRECTED TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
- TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY OPENING FOR INSPECTION, WORK OR ADJACENT FACILITIES.
- DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY AS DIRECTED BY THE CONSTRUCTION MANAGER.
- USE HAND TRENCHING METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED BY MEANS OF MECHANICAL EQUIPMENT EXISTING OR NEW STRUCTURES AND OTHER FACILITIES.

PRELIMINARY PROTECTION SUB-CRACKER SHALL:

- PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.
- SHEETING AND BRACING TO MEET OR EXCEED OSHA REQUIREMENTS.

BACKFILLING SUB-CRACKER SHALL:

- NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
- BACKFILL TRENCH WITH LIFTS UP TO 6" LOOSE MEASURE.
- PROTECT CONDUIT FROM LATERAL MOVEMENT BY PROVIDING A CURB AND/OR STRUCTURES TO CONTROL OVERFLOW OF CONDUIT AND/OR STRUCTURES. DO NOT FREE FALL BACKFILL INTO TRENCH UNTIL AT LEAST 2" OF COVER IS OVER CONDUIT.

COMPACTION SUB-CRACKER SHALL:

- COMPACT BACKFILL TO 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.
- IF REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED REMOVE AND REWORK FROM THE TRENCH OR STRUCTURE. REPLACE WITH BACKFILL AND REWORK.
- DURING THE MAINTENANCE PERIOD SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL PROMPTLY CORRECTED.

THIS IS A PRELIMINARY DRAWING. THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

METALS - CONTINUED

- G. GROUT: NON-SHRINK TYPE, PREMIUM COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, AND POLYMER. SHALL BE PLACED IN MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.
- 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 MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.
- 3. FINISH:
 - A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SHOP PROCEDURES.
 - B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

PART 3 - EXECUTION

- EXAMINATION AND PREPARATION:
 - 1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.
- ERECTOR:
 - 1. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
 - 2. TOBARS, JOINTS AND OTHER WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY AWS D1.1 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
 - 3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT.
 - 4. AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED 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**
 - 1. WORK INCLUDES FORMWORK, REINFORCEMENT, 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&TWIRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
 - C. THE AT&TWIRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.
 - 3. QUALITY ASSURANCE
 - A. CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.
 - B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A118.
 - C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.

4. SUBMITTALS

- 1. CONCRETE MIX DESIGN AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY AT&TWIRELESS CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN BH FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BLUELINE DRAWINGS FOR REINFORCING STEEL.

PART 2 - PRODUCTS

- 1. REINFORCEMENT MATERIALS
 - A. REINFORCEMENT STEEL, ASTM A615, 60KSI YIELD GRADE, REINFORCING STEEL, RIBBED, PLAIN FINISH.
 - B. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.
 - C. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED FOR SUPPORTS OF REINFORCING.
 - D. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, AND ACI 318, AND ASTM A184.
- 2. CONCRETE MATERIALS
 - A. CEMENT: ASTM C150, PORTLAND TYPE
 - B. FINE AND COARSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHODS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.
 - C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.
 - D. AIR ENTRAINING ADJUVANT: ASTM C260.
 - E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.
 - F. NON-SHRINK GROUT, PREMIUM COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS.
- 3. CONCRETE MIX
 - 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.
 - C. PORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS EXPECTED AT THE SITE, PROVIDE CONCRETE AS FOLLOWS:
 - 1. COMPRESSIVE STRENGTH 4000 PSI AT 28 DAYS.
 - 2. SLUMP : 3 INCHES.

3. PLACING CONCRETE

- 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.
- 4. CURING
 - A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.
 - B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
- 5. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
- 6. FIELD QUALITY CONTROL
 - A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-39.
 - B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING COLD WEATHER FOURS, AND CURED 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.
- 7. DEFECTIVE CONCRETE
 - MODIFY OR REPLACE CONCRETE, NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE AT&TWIRELESS CONSTRUCTION MANAGER.

GENERAL ELECTRICAL NOTES:

- 1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH AT&TWIRELESS SPECIFICATIONS.
- 2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE COMMENCEMENT OF ELECTRICAL INSTALLATION. CONTRACTOR SHALL ISSUE WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
- 3. ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NHPA, AND UL LISTED.
- 4. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED PER THE NEC, AND ALL APPLICABLE LOCAL CODES.
- 5. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING OF 42,000 AIC.
- 6. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY AT&TWIRELESS FOR BTS CABINET.
- 7. PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
- 8. PROVIDE AT&TWIRELESS WITH ONE SET OF COMPLETE ELECTRICAL AS-BUILT DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.
- 9. ALL SINGLE-PHASE SELF CONTAINED METER CONNECTION DEVICES MUST INCLUDE HORN TYPE BY-PASS PROVISION SO THAT SERVICES WILL NOT BE INTERRUPTED WHEN A METER IS REMOVED FROM THE SOCKET.
- 10. ALL EQUIPMENT PUNCH OUTS AND CONDUITS (USED AND SPARE) TO BE INSTALLED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.
- 11. NO SPOLLS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.
- 12. CONTRACTOR TO PROVIDE 2 PHENOLIC LABELS AT METER ONE TO IDENTIFY AT&TWIRELESS DISCONNECT AND THE OTHER TO GIVE THE SITE ADDRESS.
- 13. ALL CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE PROJECT SHALL BE NEW AND UNUSED, OF CURRENT MANUFACTURE AND OF THE HIGHEST GRADE.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP3

GENERAL ELECTRICAL NOTES (CONTINUED):

14. ALL EQUIPMENT MATERIAL AND THE INSTALLATION METHODS SPECIFIED ON THE PROJECT DRAWINGS SHALL BE DESIGNED AND FABRICATED IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS, AND APPROPRIATE INDUSTRIAL CONSENSUS STANDARDS AND CODES INCLUDING ASHRAE 22, NFPA 70, NFPA 70E, AND UL, ALL AS REVISED AS OF THE DATE OF THIS WORK PACKAGE.

15. ALL ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FURNISHED SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND THE EQUIPMENT SHALL BE UNLARGED AND IS IN PROPER ALIGNMENT. THE EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE PROJECT DRAWINGS AND THE MANUFACTURER'S INSTRUCTIONS. ELECTRICAL CONNECTIONS ARE TO BE MADE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SHALL BE TIGHT AND PROPERLY INSULATED WHERE REQUIRED. FUSES ARE OF THE PROPER TYPE AND SIZE, AND ELECTRICAL ENCLOSURES ARE OF THE PROPER DESIGN TYPE.

16. NOTIFY OWNER IN WRITING OF ALL DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS AND FIELD INSTALLATIONS, OR IF THE VISUAL INSPECTIONS SHOW DAMAGE OR IMPROPER INSTALLATION.

17. THE EQUIPMENT AND MATERIALS SHALL BE FURNISHED AND INSTALLED TO OPERATE SAFELY AND CONTINUOUSLY WITH NO PROTECTION FROM THE WEATHER.

18. ELECTRICAL WORK REPRESENTED ON THE PROJECT DRAWINGS IS SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS AND ELEVATIONS OF ELECTRICAL EQUIPMENT SHALL BE DETERMINED IN THE FIELD AND VERIFIED WITH THE OWNER'S REPRESENTATIVE.

19. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.

20. PROVIDE MOLDED CASE BOLT ON, THERMAL MAGNETIC TRIP, SINGLE BREAKERS SHALL BE SINGLE HANDLE COMMON TRIP SHORT CIRCUIT INTERRUPTING RATING SHALL BE AS REQUIRED FOR AVAILABLE FAULT CURRENT. PROVIDE SHORT CIRCUIT INTERRUPTING RATING EQUIPMENT GREATER THAN THAT SHOWN ON THE PROJECT DRAWINGS.

21. CONTRACTOR SHALL PERFORM ALL EXCAVATION, TRENCHING, BACKFILLING AND REMOVAL OF DEBRIS IN CONNECTION WITH THE ELECTRICAL WORK IN ACCORDANCE WITH THE PROJECT DRAWINGS. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF UNDERGROUND UTILITIES AND GROUND WITH THE FOUNDATION INSTALLATION. HAND DIGGING WILL BE REQUIRED IN THE COMPOUND ONLY.

22. CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS FOR EQUIPMENT INSTALLED AS PART OF THIS PROJECT. SUPPORTS SHALL CONSIST OF GALVANIZED STEEL FRAMES, PLATES, BRACKETS, RACKS OR SCREWS OR BY WELDING TO PROVIDE RIGID SUPPORT.

23. CONTRACTOR SHALL CALL THE APPROPRIATE UTILITIES PROTECTION SERVICE BEFORE ANY UNDERGROUND INSTALLATION, SUCH AS TRENCHING, EXCAVATING, AND DRIVING GROUNDING RODS.

24. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENTLY ENGRAVED LAMINATED PHENOLIC NAMEPLATES. (MINIMUM LETTER HEIGHT SHALL BE 1/2") NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS AND AS PER AIR-LESS SPECIFICATIONS.

GENERAL RACEWAY NOTES:

1. CONDUIT AND CONDUIT FITTINGS SHALL MEET ANSI AND NEC REQUIREMENTS.

2. CONDUIT SHALL CONFORM TO UL STANDARD 651-89 AND THE REQUIREMENTS OF NEC, PARAGRAPH 348. CONDUIT SHALL BE HEAVY WALL TYPE, SCHEDULE 40 OR 80, AND SUNLIGHT RESISTANT. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.

3. RACEWAY SHALL CONFORM TO UL STANDARD 651-89 AND THE REQUIREMENTS OF NEC, PARAGRAPH 347. CONDUIT SHALL BE HEAVY WALL TYPE, SCHEDULE 40 OR 80, AND SUNLIGHT RESISTANT. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.

4. CONDUIT (FOR USE BEHIND WALLS OR ABOVE SUSPENDED CEILING ONLY). ELECTRIC METALLIC TUBING SHALL CONFORM TO ANSI G803 AND THE REQUIREMENTS OF NEC, PARAGRAPH 348 AND SHALL BE INSTALLED WITH A PROTECTIVE ZINC COATING. CONDUIT SHALL BE GALVANIZED WITH A PROTECTIVE ZINC COATING OR LACQUER.

5. CONDUIT FITTINGS SHALL BE GALVANIZED IRON OR STEEL. THREADED FITTINGS SHALL BE PER NEC.

6. CONDUIT FITTINGS SHALL BE 3/4", SIZES NOT SHOWN ON DRAWINGS SHALL BE PER NEC.

GENERAL GROUNDING NOTES:

1. ALL WORK SHALL COMPLY WITH THE LATEST A7E7 WIRELESS GROUNDING SPECIFICATIONS AND REQUIREMENTS.

2. ALL METALLIC COMPONENTS ON THE SITE MUST BE GROUND TO THE GROUND RING. THIS INCLUDES STEEL CONDUITS USED TO SUPPORT THE RING, AND POWER UTILITY UTILITIES OR CONTRACTORS TO THE VARIOUS CABINETS.

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

4. WHEN EARTH RESISTANCE TEST INDICATES THAT THE SOIL ABOVE MINIMUM ALLOWABLE RESISTANCE, THAN THE CONTRACTOR SHALL ESTIMATE THE TYPE, NUMBER AND LOCATION OF RODS TO BE INSTALLED. THE CONTRACTOR SHALL ALSO CONSIDER COMPANY'S SITE SPECIFIC APPROACHES FOR IMPROVING EARTH RESISTANCE AT THE SITE BY METHODS INDICATED BELOW:

- A. USE MULTIPLE RODS
- B. LENGTHEN THE EARTH ELECTRODE
- C. TREAT THE SOIL
- D. USE CHEMICAL RODS

5. THE CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN FIVE (5) OHMS PER AIR-LESS SPECIFICATIONS.

6. RUN ALL GROUND WIRES IN AN ORGANIZED MANNER, AVOID CROSSING OF WIRES WHEREVER POSSIBLE, DO NOT RUN WIRES OVER CONCRETE SLAB.

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

8. MAINTAIN ALL MINIMUM BENDING RADI OF THE GROUNDING WIRES.

9. DO NOT REMOVE MORE INSULATION FROM THE GROUND WIRES THAN NECESSARY WHEN CABLED OR CRIMPING IF EXCESS INSULATION IS REMOVED, THE CONNECTION WILL BE REWORKED AND ACCEPTABLE AND WILL BE CORRECTED PER THE AIR-LESS REPRESENTATIVE'S DIRECTION.

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

11. ALL BASE TRANSDUCER SITE EQUIPMENT SHALL BE GROUND IN ACCORDANCE WITH THE INTERNATIONAL ELECTRICAL CODE (IEC), AND THE LATEST EDITION OF LIGHTNING PROTECTION CODE NFPA 780 AND AT&T/WIRELESS STANDARDS.

12. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDING AT THE SERVICE DISCONNECTING MEANS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRIC CODE, IN ACCORDANCE WITH ANY LOCAL CODE.

13. ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CABLED PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE SPLICES (TEES, X'S, ETC.) ALL CABLE CONNECTIONS TO GROUND RODS, GROUND RINGS, AND ALL OTHER GROUNDING MEANS SHALL BE INDICATED. ALL MATERIALS USED (MOLDS, WELDING METALS, TOOLS, ETC.) SHALL BE BY CABLED AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.

14. ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED ABOVE GRADE INTERIOR TO A BUILDING SHALL BE CONNECTED USING TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTORS FOR #2 AND #0 AWG INSULATED COPPER CONDUCTOR.

15. ALL GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND, THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND BETTS KORP-SHIELD (20% ZINC DUST, 80% COPPER PASTE) AND EQUIVALENT FOR THIS PURPOSE. ALL SURFACES SHALL BE PROPERLY PREPARED AND ALL WIRES BEFORE LUGGING. COAT ALL SURFACES BEFORE CONNECTING.

16. ALL SURFACES SHALL BE FIELD INSPECTED AND PAINTED. SURFACES SHALL BE FIELD REWORKED AND MODIFIED TO ENSURE PROPER CONTACT PRIOR TO CABLED. GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL. SLAG FROM CABLED MUST BE REMOVED AND BARE METAL SHALL BE SPRAYED WITH COOL GALVANIZE AFTER COMPLETION.

GENERAL GROUNDING NOTES (CONTINUED):

17. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. ONLY COMPLETELY SURROUNDING CONDUCTORS MAY BE USED TO SUPPORT GROUNDING CONDUCTORS.

- * PLASTIC CLIPS
- * STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
- * FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.

18. ALL BELOW GRADE GROUNDING CONDUCTORS SHALL BE BARE SOLID COPPER WIRE ABOVE-GRADE GROUNDING CONDUCTORS MAY BE EITHER OR AS INDICATED ON THE DRAWINGS.

- * BARE TINED SOLID COPPER WIRE
- * THIN-INSULATED, CONTINUOUS GREEN COLOR, SOLID COPPER WIRE
- * THIN-INSULATED, CONTINUOUS GREEN COLOR STRANDED COPPER WIRE

A. THE UNDERGROUND GROUND RING SHALL HAVE A #2 AWG BARE TINED SOLID COPPER WIRE.

B. #2 THIN SHALL BE STRANDED COPPER WITH GREEN THIN INSULATION SUITABLE FOR WET INSTALLATION (OR SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUNDING RING)

C. #2 BARE TINED COPPER SHALL BE SOLID, ALL BURRED WIRE SHALL MEET THIS CRITERIA INCLUDING CABLE TRAY GROUNDING WIRES AND WIRES INDICATED ON THE DRAWINGS.

(THE MINIMUM BEND RADIUS IS 8" FOR #0 AWG AND SMALLER, AND 12 INCHES FOR WIRE LARGER THAN #0 AWG)

19. ALL HARDWARE, BOLTS, NUTS, WASHERS, AND LOCK WASHERS SHALL BE #8 STAINLESS STEEL. EVERY CONNECTION SHALL BE #8 STAINLESS STEEL. EVERY (BOLT-FLATWASHER-BUSS-LUG-FLATWASHER-LOCKWASHER-NUT), IN THAT EXACT ORDER WITH NUT FACING OUTWARD, BACK TO BACK LUGGING SHALL BE (BOLT-FLATWASHER-LUG-FLATWASHER-NUT), IN THAT EXACT ORDER. THE ORDER OF THE ORDER SHALL BE THAT EXACT ORDER IS ACCEPTED WHERE NECESSARY TO CONNECT MANY LUGS TO A BUSS BAR. STACKING OF LUGS, BUS-LUG-LUG, IS NOT ACCEPTABLE.

20. THE COMPRESSION GROUND LUG FOR #2 AWG BARE SOLID GROUNDING CONDUCTORS SHALL BE BURNLY TYPE YASO-2TC.

21. THE ANTENNA CABLES SHALL BE GROUNDING AT THE TOP AND BOTTOM OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTENNA CABLE SHALL BE BONDED TO THE BUS BEFORE ENTERING THE BUIS. GROUNDING WITH AN COAX CABLE SHALL HAVE A MINIMUM BEND OF 6" AND SHALL BE KEPT AS CLOSE TO VERTICAL AS POSSIBLE. FLAT WASHER SUPPLIED WITH GROUND KITS MUST BE USED WITH ALL #8 STAINLESS STEEL PLAIN WASHERS AND LOCK WASHERS. ALL PLAIN WASHERS AND LOCK WASHERS MUST BE USED ON BOTH SIDES OF THE GROUND BAR.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

THESE PLANS WERE PREPARED AND CHECKED BY THE ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

SHEET TITLE
**NOTES &
SPECIFICATIONS**

SHEET NUMBER
SP4



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
RSM

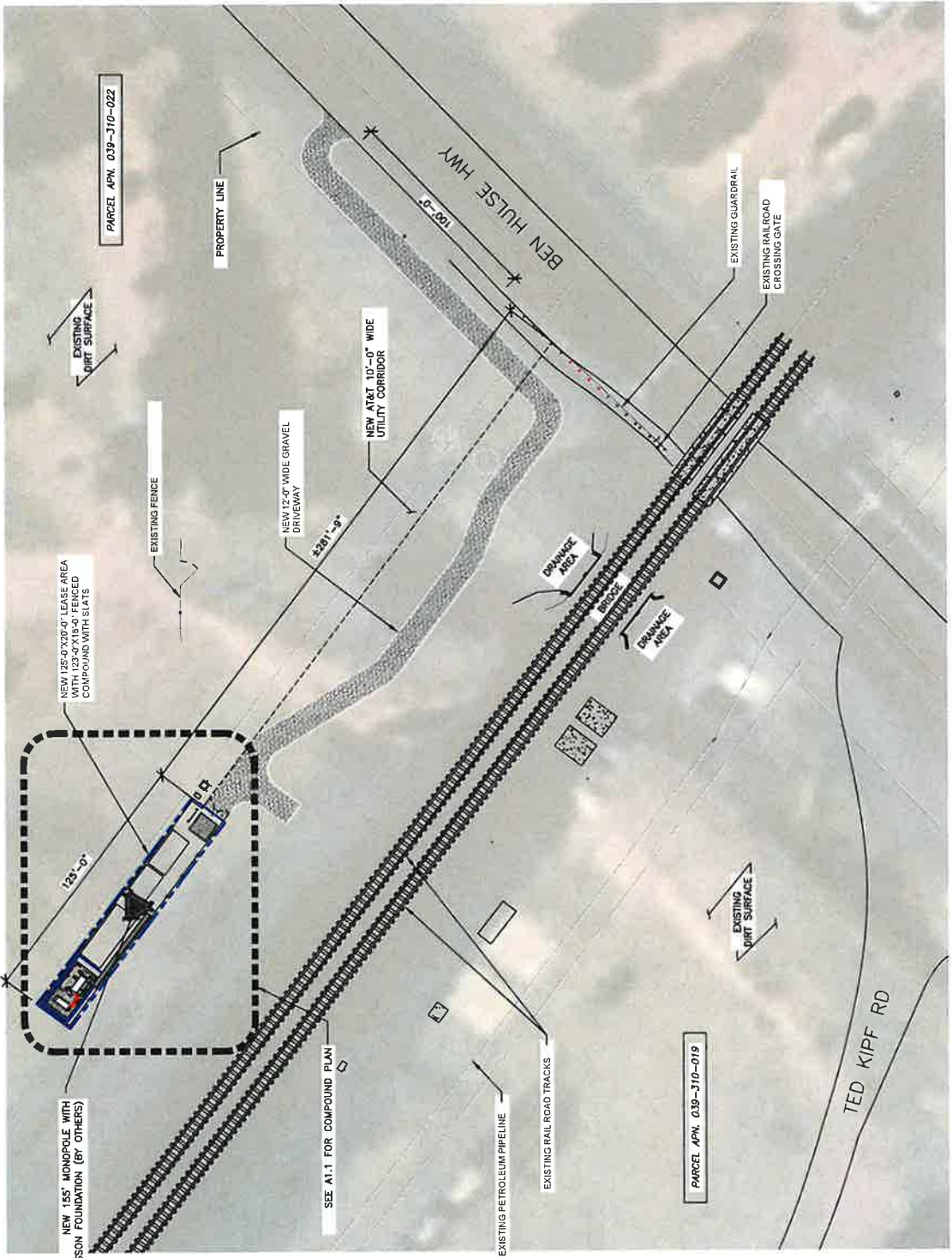
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

I HEREBY CERTIFY THAT THE DRAWINGS WERE PREPARED UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA 78
BRADLEY CA 92227
IMPERIAL COUNTY

SHEET TITLE
OVERALL SITE
PLAN

SHEET NUMBER
A1



SCALE: 1" = 50'-0" (AS SHOWN)
DATE: 10/02/23



1

OVERALL SITE PLAN

EEC ORIGINAL PK

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY IN NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CURRENT SERVICES IS STRICTLY PROHIBITED.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

THESE PLANS WERE PREPARED BY AN ARCHITECT REGISTERED IN THE STATE OF CALIFORNIA

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

SHEET TITLE
COMPOUND PLAN & LEGEND

SHEET NUMBER
A1.1

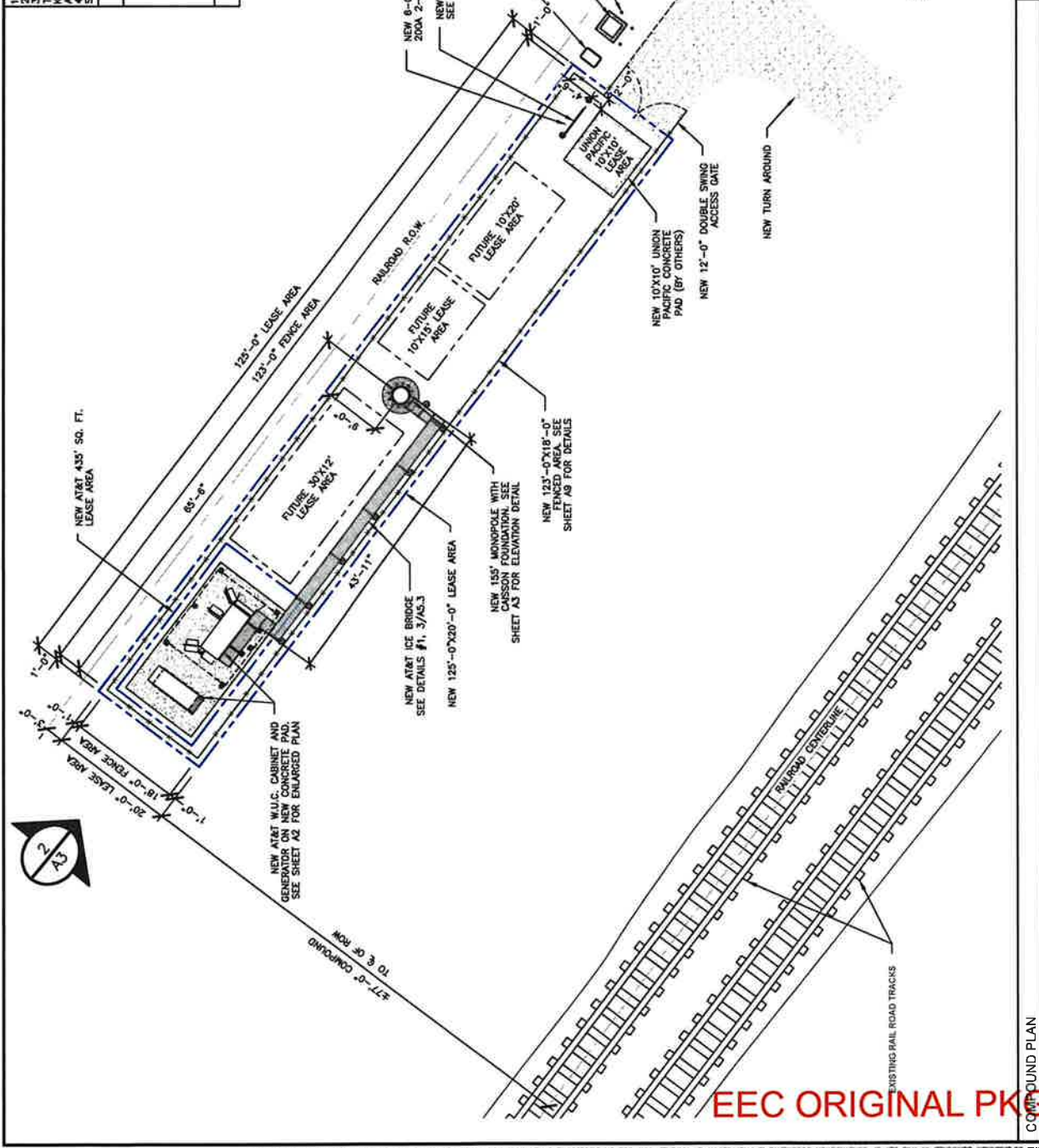
1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL.
2. DO NOT SCALE DIMENSIONS FROM THIS DRAWING.
3. ALL EXISTING RECORDED EASEMENTS ARE INDICATED ON THIS DRAWING TO THE BEST OF THE ARCHITECT'S KNOWLEDGE AND BELIEF. THE ARCHITECT HAS NO WARRANTY AND INFORMATION RECEIVED FROM AT&T WIRELESS, AND REFER TO SP1 AND SP2 FOR EROSION CONTROL AND SOIL STABILIZATION METHODS IF NECESSARY.

GENERAL NOTES 3

BASE OF TOWER
LOCATION: 337.4
ELEVATION: 32° 59' 54.37" N (32.998439F)
LONGITUDE: 115° 04' 16.17" W (-115.0717137)

HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD83

SURVEY BENCHMARK/PROJECT DATUM 2



SCALE: 1" = 10'-0"

1 NORTH

1

COMPOUND PLAN

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CHANGES SERVICES IS STRICTLY PROHIBITED.



WESTCHESTER SERVICES, LLC
 604 FOX HILLS
 BARRINGTON, IL 60010
 TEL: 847.371.0800 FAX: 847.371.0800
 ae@westchesterservices.com

**PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION**

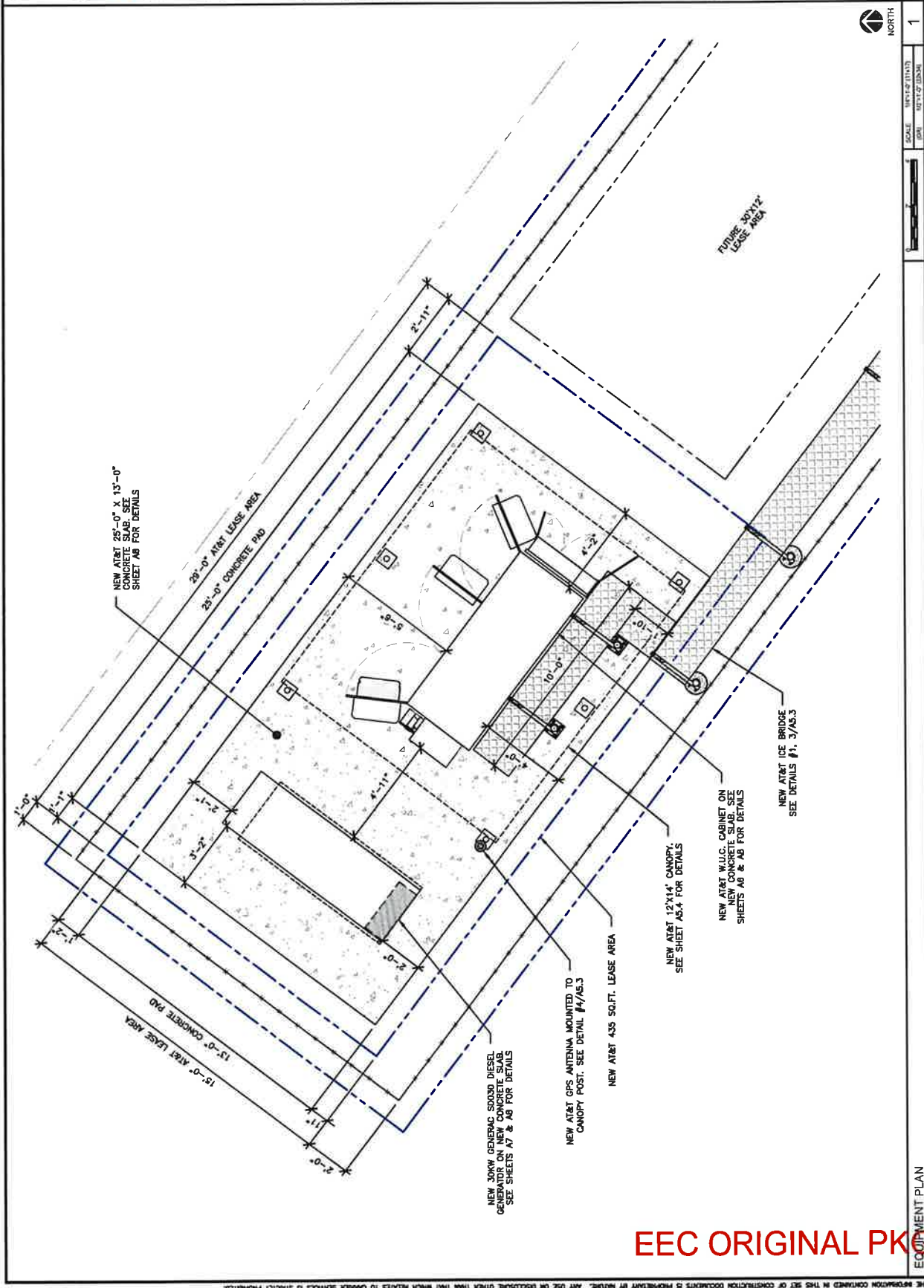
DRAWN BY:	MIN	RSW
CHECKED BY:		
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

"I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA."

SITE NAME:
 BEN HOUSE
 SITE ADDRESS:
 2775 S. AVENUE
 BRANLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
EQUIPMENT PLAN

SHEET NUMBER
A2



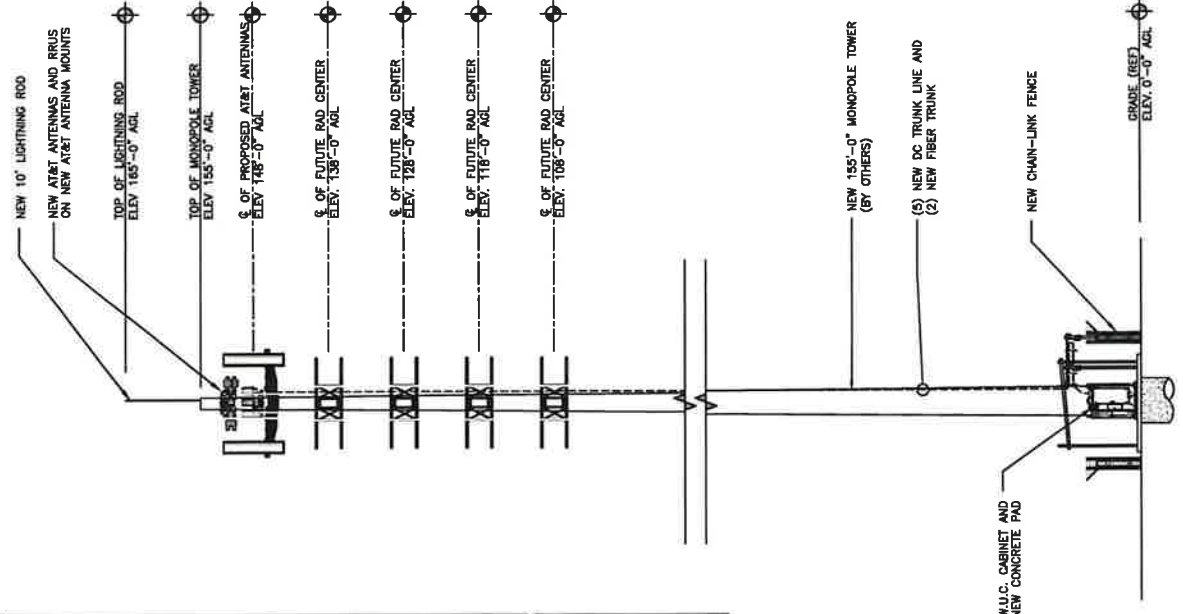
EEC ORIGINAL PKG

ANTENNA NOTES:

1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE AS SHOWN ON THE DRAWINGS AND SHALL BE THE ANTENNAS SPECIFIED AND LIMIT THE SHADOWING AND TO MEET THE SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
3. VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING ANY ANTENNA MOUNT.
4. CONTRACTOR SHALL PROVIDE ALL MATERIAL NECESSARY.
5. ANTENNA AZIMUTHS ARE SHOWN ON THE DRAWINGS. BEARING CLOSURES IN WHICH ANTENNA FACE IS DIRECTED. ALL ANTENNAS (AND SUPPORTING STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
6. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
7. SWEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO WIRELESS CONSULTANT. SPECIALIST TEST SHALL BE PERFORMED PER AT&T WIRELESS STANDARDS.

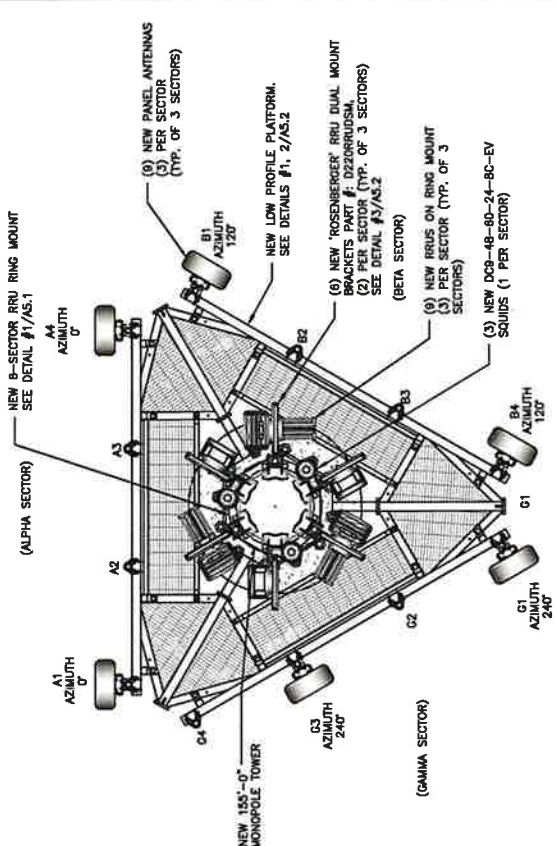
STRUCTURAL NOTES:

1. TOWER STRUCTURAL CALCULATIONS PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



STRUCTURAL NOTES:

1. TOWER STRUCTURAL CALCULATIONS PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



NOTE:
FINAL LOADING/RAD TO BE AFTER SCOPING.
CONTRACTOR TO VERIFY LOADING WITH LATEST RFDS.

WESTCHESTER
1000 W. MAIN ST.
HARRINGTON, IL 60140
TELEPHONE: 847.277.0070
WCS@westchesterllc.com
WESTCHESTER, ILLINOIS

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: _____ MN

CHECKED BY: _____ RSM

REV	DATE	DESCRIPTION
A	10/22/20	PRELIMINARY

* I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA7/8
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
**TOWER ELEVATION
& ANTENNA PLAN**

SHEET NUMBER
A3

NEW TOWER ELEVATION

NEW ANTENNA PLAN


SCALE: 3/8" = 1'-0" (ELEVATION)
DATE: 10/22/20


SCALE: 1/8" = 1'-0" (PLAN)
DATE: 10/22/20


1


1

EEC ORIGINAL PK









WESTCHESTER COMMUNICATIONS
BARRINGTON, IL 60010
TELEPHONE: 847 277 0070
e@westcomllc.com

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CHECKED BY: _____
DATE: 10/20/23
REVISIONS:

THESE DRAWINGS ARE THE PROPERTY OF WESTCOM LLC. ANY REUSE OR DISSEMINATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF WESTCOM LLC IS STRICTLY PROHIBITED.

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

SHEET TITLE:
SCHEDULE & CABLE NOTES
SHEET NUMBER:
A4

NEW ANTENNA CONFIGURATION AND CABLE SCHEDULE BASED ON RFDS DATES 09/28/2022										
SECTOR	POS	TECH	ANTENNA	ANTENNA HEIGHT	AZ	TMA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	LTE 700/1800/AWS	COMMSCOPE NNH4-65C-R8H4 (N)		0°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON 8843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)		225'	0
	2			145'-0" AGL			(1) DC9-49-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM			
	3									
B	1	UMTS 700	COMMSCOPE NNH4-65C-R8H4 (N)		120°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)		225'	0
	2			145'-0" AGL			(1) DC9-49-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM			
	3									
C	1	LTE 700/1800/AWS	COMMSCOPE NNH4-65C-R8H4 (N)		240°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON 8843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(1) 24 PAIR FIBER (N) DC (SHARED WITH A1/B1)		225'	0
	2			145'-0" AGL			(1) DC9-49-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM			
	3									

NOTES		SCALE	N.T.S.	3
<p>1. CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.</p> <p>2. CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.</p> <p>3. CONTRACTOR TO USE ROSS-MEMBER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).</p>				
<p>CABLE MARKING LOCATIONS TABLE</p>				
NO.	LOCATION	DESCRIPTION	SCALE	N.T.S.
1	EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.	EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE 1/4" JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE BANDS NEAR THE TRANSMITTER BUILDING.		
2	EACH BOTTOM JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.			
3	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.			
4	THE ANTENNA SYSTEM COAX SHALL BE LABELED THE FOLLOWING IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE CONTRACTOR. ALL TAPES SHALL BE INSTALLED USING A MINIMUM OF (3) TRIPLE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.			
5	USING COLOR BANDS ON THE CABLES, MARK ALL CABLES BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".			
6	WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COAXIAL TAPPING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAPPING SCHEME, THE GUIDELINE SHALL BE IMPLEMENTED AT THAT TIME WHEN INSTALLING PROPOSED COAXIAL CABLES, REGARDLESS OF TECHNOLOGY.			
7	ALL COLOR BANDS INSTALLED AT THE TOP OF THE TOWER SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.			
8	ALL COLOR CODES SHALL BE INSTALLED SO AS TO BE ALIGNED NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.			
9	IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REMOVED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.			

ANTENNA & CABLE INFO. SCALE: N.T.S.

SCHEDULE 2

SCALE: N.T.S.

1

Site Fiber Color Code Chart

Sector	Fiber Cable Pair #	Tape Band Color	Band Color	Function
Sector A	1	Red	Blue	LTE-700-A-R8H-A1
	2	Blue	Orange	LTE-AWS-B-R8H-B2
	3	Orange	Green	LTE/UMTS-850/1900-A-R8H-A3
	4	Green	Yellow	Sector A Spare
Sector B	5	Blue	Blue	LTE-700-B-R8H-B1
	6	Orange	Orange	LTE-AWS-B-R8H-B2
	7	Green	Green	LTE/UMTS-850/1900-B-R8H-B3
	8	Yellow	Yellow	Sector B Spare
Sector C	9	Blue	Blue	LTE-700-C-R8H-C1
	10	Orange	Orange	LTE-AWS-C-R8H-C2
	11	Green	Green	LTE/UMTS-850/1900-C-R8H-C3
	12	Yellow	Yellow	Sector C Spare

- No Tape Band

CABLE MARKING COLOR CONVENTION TABLE

Alpha	X	Y	Z	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
RED	WHITE	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED	RED
ORANGE	WHITE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
BROWN	WHITE	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN
YELLOW	WHITE	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW
BLUE	WHITE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE
GREEN	WHITE	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN
ORANGE	WHITE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
BROWN	WHITE	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN	BROWN
YELLOW	WHITE	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW	YELLOW
BLUE	WHITE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE	BLUE
GREEN	WHITE	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN	GREEN

* INCLUDES SAFETY FACTOR OF 20 FT. (10 FT. AT BOTH ENDS OF CABLE RUN).

CONTRACTOR TO VERIFY RF DATA WITH A T3 T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CHECKED BY: MN RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

*THESEY CLERK IS THAT THESE PLANS WERE SUPERVISION AND THAT I AM DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

SHEET TITLE
**ANTENNA, RRU'S &
RAYCAP DETAILS**

SHEET NUMBER
A5

ERISSON_RRUS_4443_EP_B80A
DIMENSIONS, HXWXD: 14.98"x13.19"x9.25"
WEIGHT, WITHOUT MOUNTING KIT: 70 LBS (31751 KG)

RRU DETAIL SCALE: N.T.S. 2

MANUFACTURER: COMSCOPE
MODEL NO.: NH4-B0C-R8H4
WEIGHT: 106.7 LBS
HEIGHT: 14.98-15.00
POLARIZATION: DUAL
FREQUENCIES: 600-3000MHz
CONNECTOR: SMA-10

ERISSON_RRUS_4448
DIMENSIONS, HXWXD: 28"x15"x10"
WEIGHT, WITHOUT MOUNTING KIT: 85 lbs

RRU DETAIL SCALE: N.T.S. 4

ERISSON_RRUS_4478_B114
DIMENSIONS, HXWXD: 18.1"x13.4"x8.28"
WEIGHT, WITHOUT MOUNTING KIT: 27 KG (59.4 LBS)
STACKING OF RRU'S IS NOT PERMITTED.
NO PAINTING OF RRU'S IS ALLOWED.

RRU DETAIL SCALE: N.T.S. 6

RRU DETAIL SCALE: N.T.S. 8

RRU DETAIL SCALE: N.T.S. 7



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

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CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/02/03	PRELIMINARY

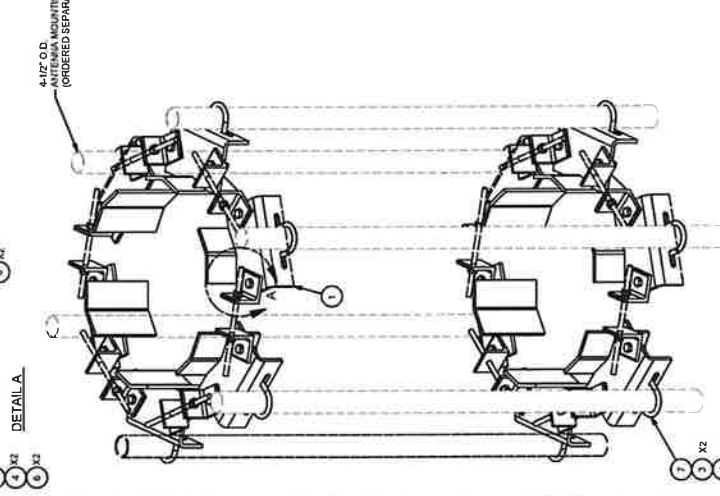
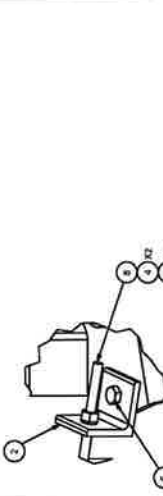
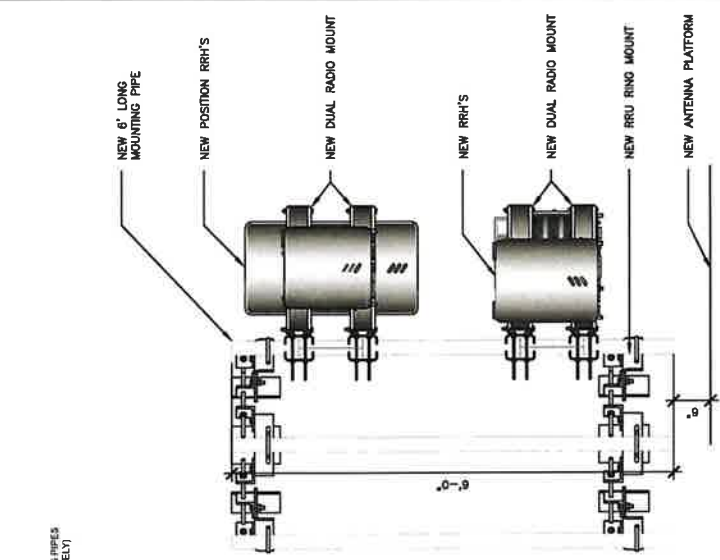
I HEREBY CERTIFY THAT THESE PLANS WERE
SUPERVISED AND THAT I AM A duly REGISTERED
ARCHITECT UNDER THE LAWS OF THE STATE OF
CALIFORNIA

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

SHEET TITLE
DETAILS

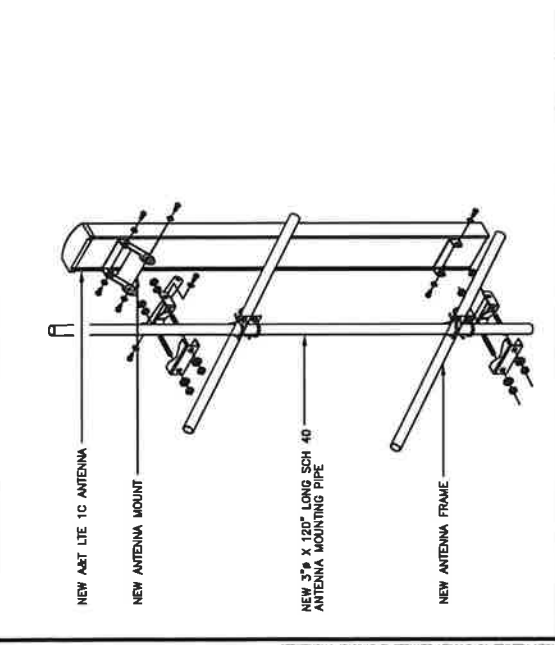
SHEET NUMBER
A5.1

ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	12	514C1AW	CHAIN MOUNT WELDMENT	14.59	175.00	
2	24	514C1AT	CHAIN MOUNT TIGHTENER BRACKET	3 in	1.84	44.16
3	24	017PW	1/2" HOD LGS FLAT WASHER		0.03	0.82
4	72	017ALW	1/2" HOD LOCKWASHER		0.01	1.00
5	24	017S2	1/2" x 2" HOD HEX BOLT GR5	2 in	0.19	4.52
6	72	017S2T	1/2" HOD HEAVY ZINTEX NUT		0.07	5.15
7	12	017S1T2	1/2" x 1 1/2" x 1/2" ZINTEX (PHOS.)		0.73	8.76
8	12	017S1T3	1/2" x 1 1/2" x 1/2" ZINTEX (PHOS.)		0.73	8.76
9	12	017S1T4	1/2" x 1 1/2" x 1/2" ZINTEX (PHOS.)		0.55	6.59
10	12	017S24	1/2" x 2" THREADED ROD (HOD)		1.34	16.08
TOTAL WT. #				170.41		

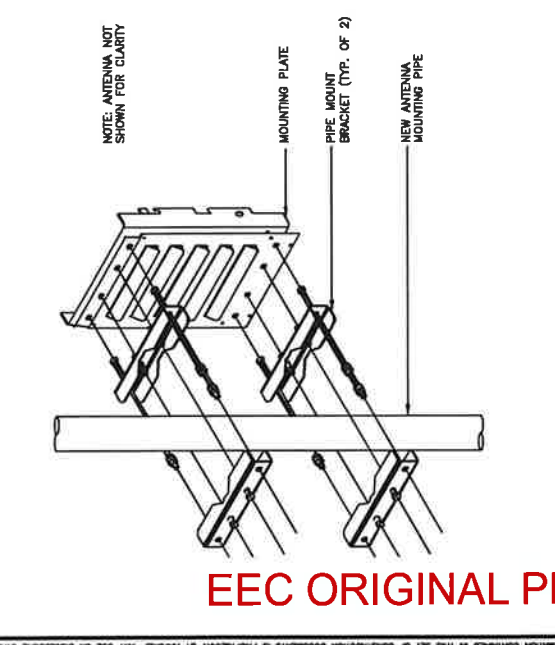


DESCRIPTION:	6 SIDED MONOPOLE MOUNT FOR ROUND OR POLYGON POLES 17-1/2" TO 56" DIA.
DATE:	4/14/2014
CHECKED BY:	CUSTOMER
DESIGNED BY:	BMC-4/16/2014
SCALE:	81%
PROJECT NO.:	6CHMT
POLE NO.:	6CHMT

TOLERANCE NOTES
 TO DIMENSIONS ON DIMENSION LINES UNLESS OTHERWISE NOTED ARE:
 DRILLED AND GAS CUT FILES (±0.003) - NO CORNING OF EDGES (±0.005)
 ALL OTHER MACHINING (±0.007)
 ALL OTHER MACHINING (±0.007)
 ALL OTHER MACHINING (±0.007)



TYPICAL ANTENNA MOUNT DETAIL



TYPICAL RRU MOUNTING DETAIL

EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

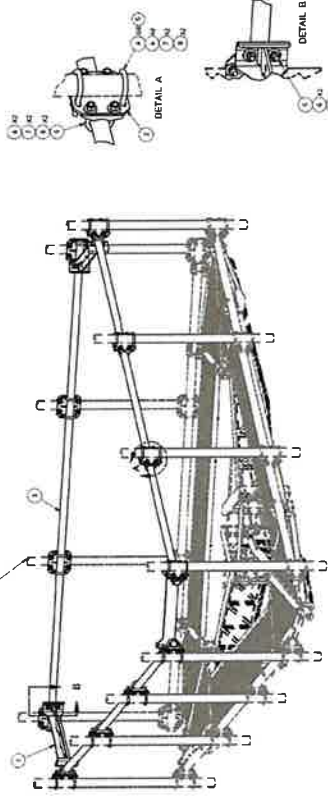
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SITE NAME:
BEN HOUSE
SITE ADDRESS:
5700 CA
BRANLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
DETAILS

SHEET NUMBER
A5.2

ITEM	QUANTITY	DESCRIPTION
1	1	1/2" DIA. STEEL ROD
2	1	1/2" DIA. STEEL ROD
3	1	1/2" DIA. STEEL ROD
4	1	1/2" DIA. STEEL ROD
5	1	1/2" DIA. STEEL ROD
6	1	1/2" DIA. STEEL ROD
7	1	1/2" DIA. STEEL ROD
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24	1	1/2" DIA. STEEL ROD
25	1	1/2" DIA. STEEL ROD
26	1	1/2" DIA. STEEL ROD
27	1	1/2" DIA. STEEL ROD
28	1	1/2" DIA. STEEL ROD
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89	1	1/2" DIA. STEEL ROD
90	1	1/2" DIA. STEEL ROD
91	1	1/2" DIA. STEEL ROD
92	1	1/2" DIA. STEEL ROD
93	1	1/2" DIA. STEEL ROD
94	1	1/2" DIA. STEEL ROD
95	1	1/2" DIA. STEEL ROD
96	1	1/2" DIA. STEEL ROD
97	1	1/2" DIA. STEEL ROD
98	1	1/2" DIA. STEEL ROD
99	1	1/2" DIA. STEEL ROD
100	1	1/2" DIA. STEEL ROD



4 F3P-HRK12 HANDRAIL KIT DETAIL

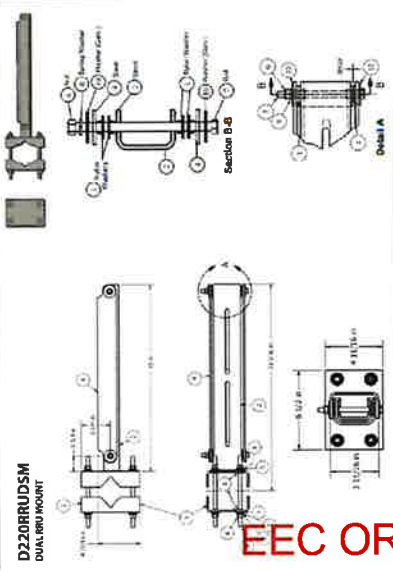
SCALE: N.T.S.

2

NOT USED



Product Installation



ITEM	QUANTITY REQUIRED	DESCRIPTION
1	1	1/2\"/>

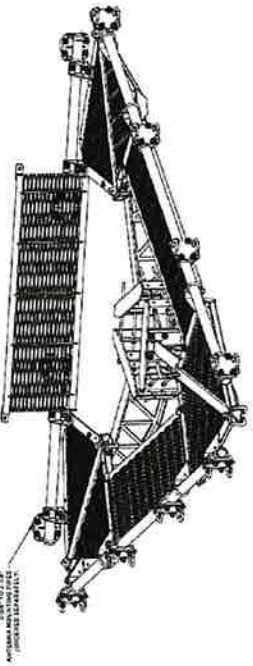
3 F3P-12W PLATFORM DETAIL

SCALE: N.T.S.

3

NOT USED

ITEM	QUANTITY	DESCRIPTION
1	1	1/2\"/>



1 F3P-12W PLATFORM DETAIL

SCALE: N.T.S.

1

NOT USED

REC ORIGINAL PKG



PRELIMINARY DRAWINGS
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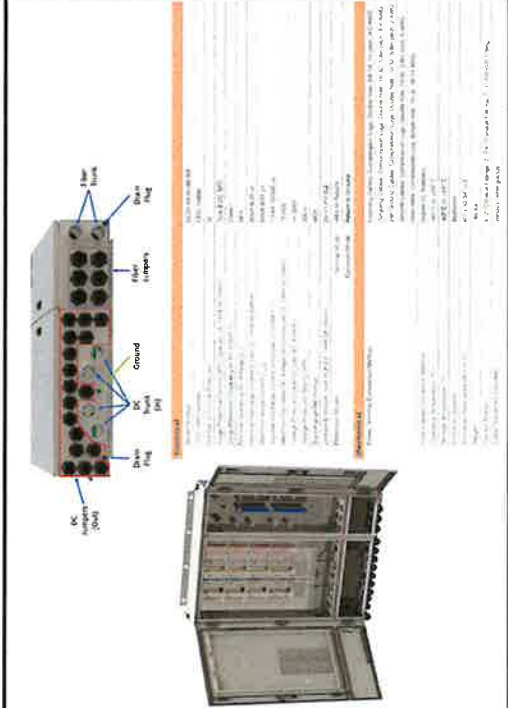
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

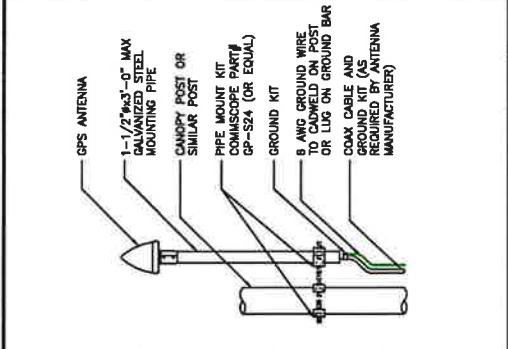
SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAMLEY CA 92227
IMPERIAL COUNTY

SHEET TITLE
DETAILS

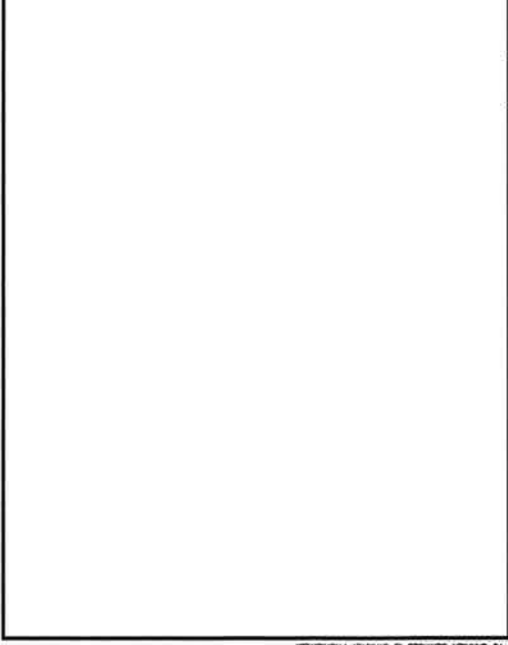
SHEET NUMBER
A5.3



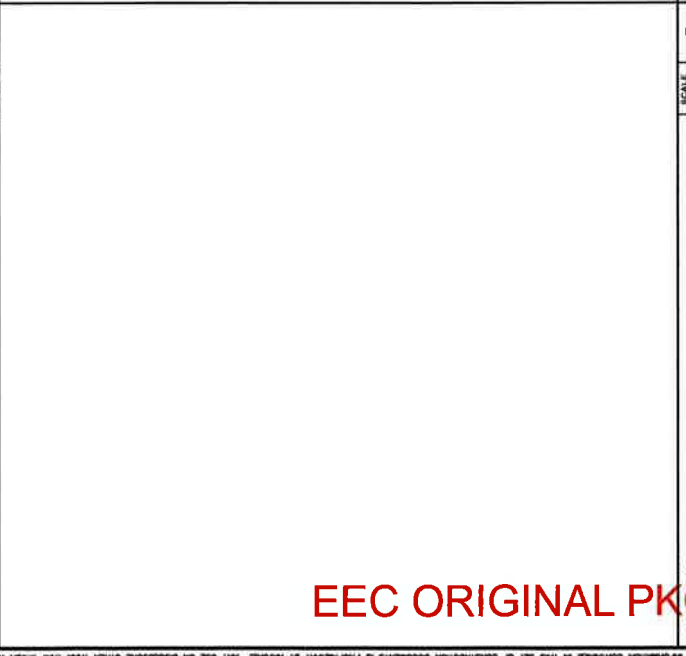
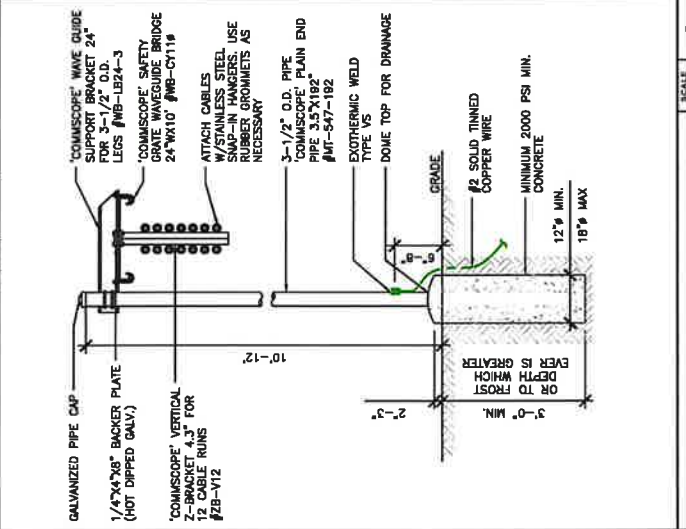
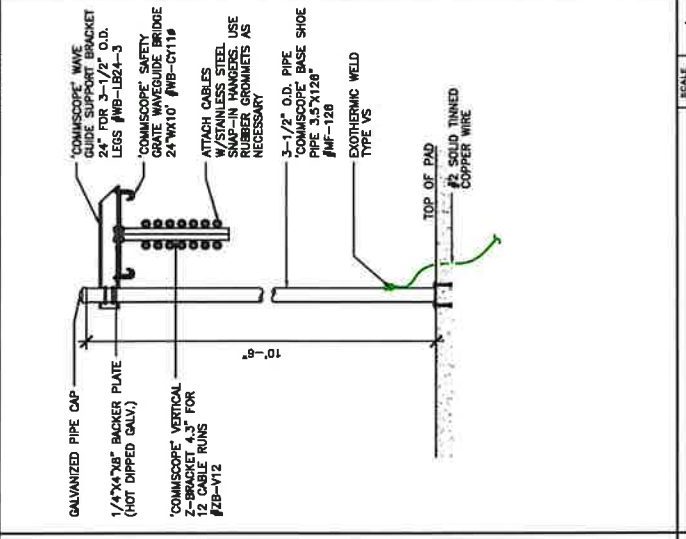
DC50-48-60-96-5DF DETAIL
SCALE: N.T.S. 2



GPS ANTENNA DETAIL
SCALE: N.T.S. 4



GPS ANTENNA DETAIL
SCALE: N.T.S. 6



ICE BRIDGE DETAIL ON PAD
SCALE: N.T.S. 3

ICE BRIDGE DETAIL ON PAD
SCALE: N.T.S. 1

ICE BRIDGE DETAIL
SCALE: N.T.S. 5

ICE BRIDGE DETAIL
SCALE: N.T.S. 5

EEC ORIGINAL PKG

WESTCHESTER SERVICES, LLC
404 FOX GLEN
BARRINGTON, IL 60010
TEL: 847.377.3800
FAX: 847.377.3880
info@westchester-services.com

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RECOMMENDED ROOF SLOPE
3° - 10°
126"
157" CANOPY

133-1/2" POST C-C
88-1/8" POST C-C
160-1/2" POST C-C
72-3/8" POST C-C
144" CANOPY

SECTION A-A
5-1/2"
5-1/2"
3-1/2"
11-1/16"

ELEVATION VIEW

PV-WC1214-B
6-POST WEATHER CANOPY BASE KIT
WEIGHT: 1904 LBS
BASE ANCHORS AND FOUNDATION NOT INCLUDED
SEE DRAWING WCEQ-ENG-01 FOR ADDITIONAL DETAILS

SCALE: N.T.S.

1

WEATHER CANOPY
DOCUMENT NUMBER
WC1214-ENG-R0

DATE
12/2/21

REV
0

DESCRIPTION
INITIAL RELEASE

DATE
12/2/21

REV
0

DESCRIPTION
INITIAL RELEASE

WESTCHESTER SERVICES, LLC
BARRINGTON, IL 60015
TELEPHONE: 847.277.0070
FAX: 847.277.0068
WWW.WESTCHESTER-SERVICES.COM

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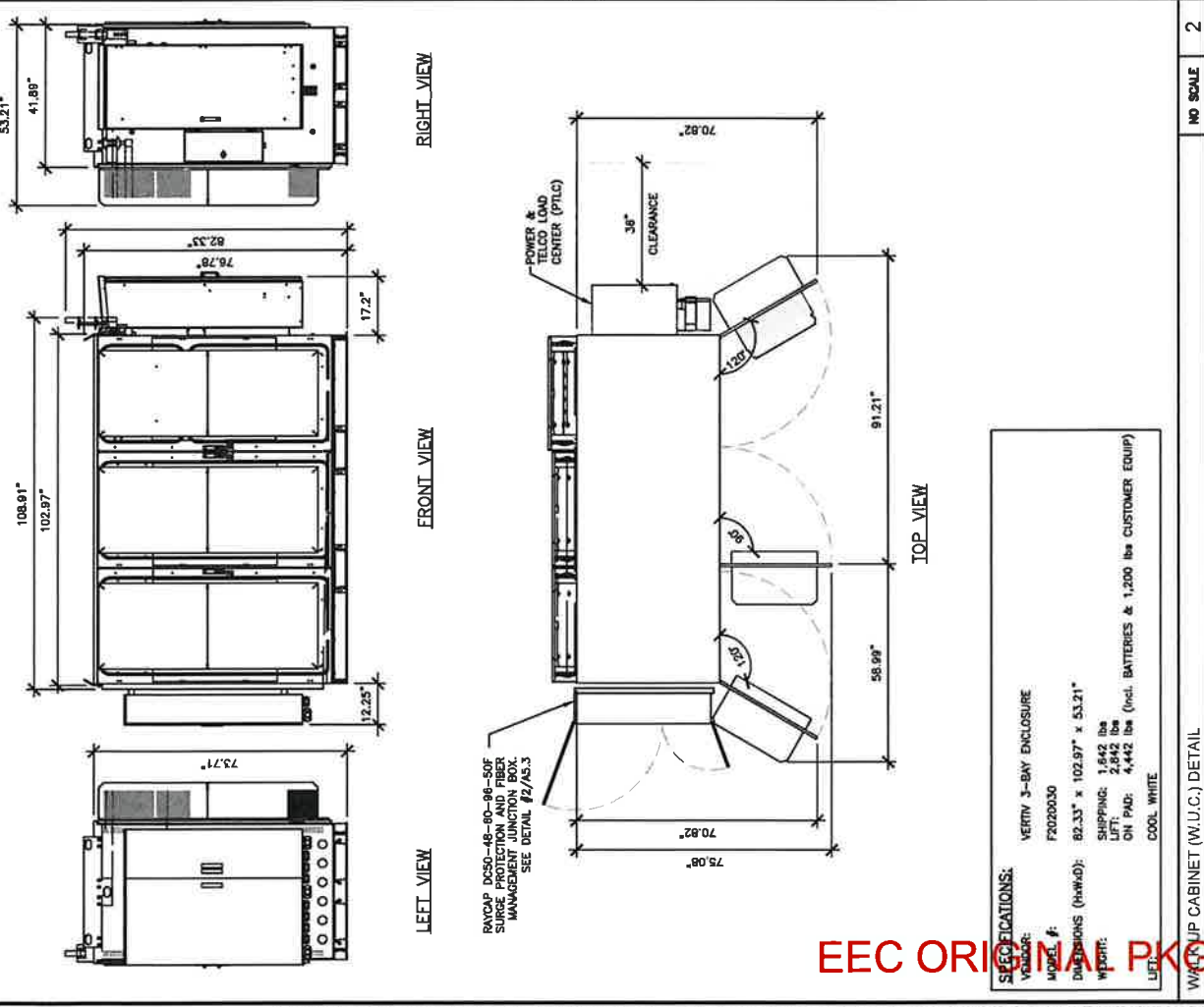
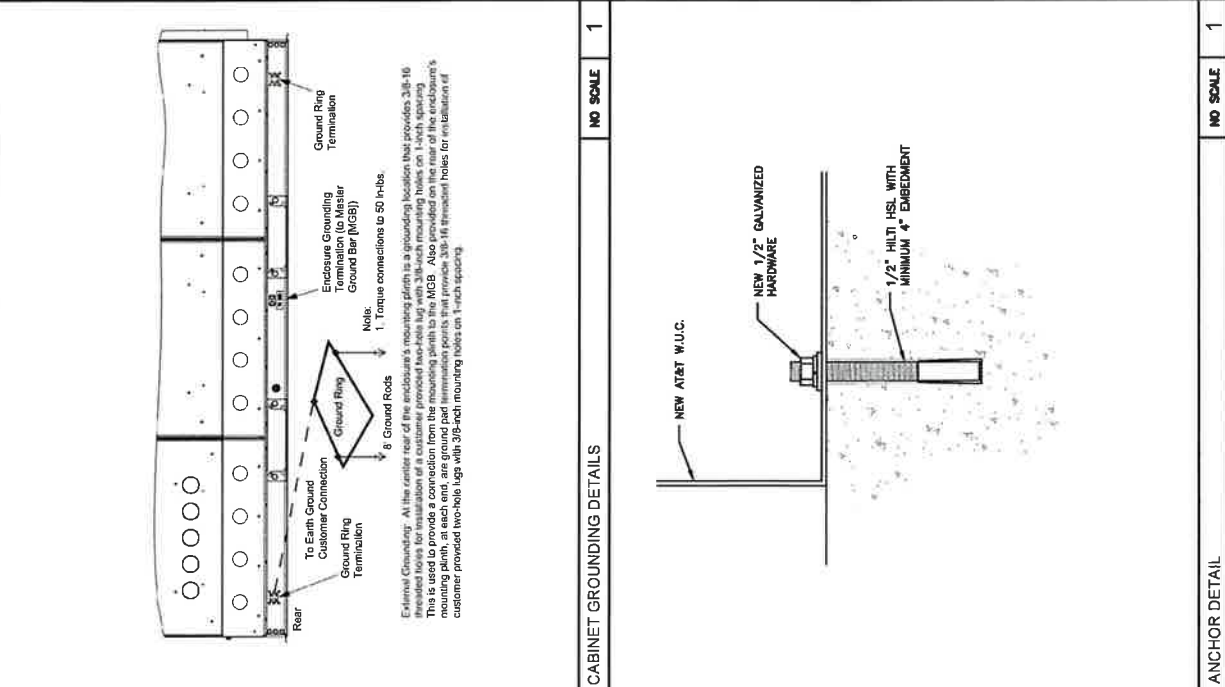
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE: **WALK-UP CABINET DETAILS**

SHEET NUMBER: **A6**



SD030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stационаry Emergency



Standby Power Rating
30 KW, 38 KVA, 60 Hz

Prime Power Rating*
27 KW, 34 KVA, 50 Hz



*EPA Certified Prime output is not available in the US or Canada.



Image subject to manufacturer's policies and terms.

Codes and Standards

No all codes and standards apply to all configurations. Contact factory for details.

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Powering Ahead

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

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 generates utility 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 conditions.

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

EEC ORIGINAL PK

SD030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stационаry Emergency



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Model	PO3015
EPA Prime Power Output	27 kW (36.7 hp)
EPA Standby Power Output	30 kW (40.2 hp)
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement, cc (L)	1356 (82.0)
Bore x stroke (mm)	3.75 (86)
Stroke x rpm (mm)	3.5 (100)
Compression Ratio	23:1
Use as an Engine	Turned/charged
Generator Type	Generator
Material Type	Aluminum
Generator Type	Four Pole

Engine Governing

Governor	Electronic (Electromechanical)
Frequency Regulation (Steady State)	±0.5%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-Flow
Oil Capacity at Capacity - qt (L)	11.2 (10.6)

Cooling System

Control System Type	Chilled Recovery
Water Pump Type	Pressure Fed Self-Cooling
Fan Type	Pusher
Fan Speed - RPM	1,380
Fan Diameter - in (mm)	18 (457)

Fuel System

Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specification	ASTM
Air/Fuel Ratio	15
Air/Fuel Ratio	Distributor Injection Pump
Fuel Pump Type	Engine Driven Gear
Injection Type	Electronic
Fuel Supply Line - in (mm)	0.31 (7.91 ID)
Fuel Return Line - in (mm)	0.2 (4.8 ID)

Engine Electrical System

System Voltage	12 VDC
Alternator Output	30 kW
Battery Size	3 x 85 Ah, 12V, 100 Ah @ 100% DOD
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	KD035124Y21
Phases	4
Field Type	Permanently Magnetized
Insulation Class - 100°C	H
Insulation Class - 150°C	H
Total Harmonic Distortion	<5% (3-7th & 9th)
Temperature Rise - 100°C (100°F)	50
Standard Enclosure	Synchronous Business
Brass	Stainless Steel
Coilings	Direct or Reverse Disc
Lead Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Original
Number of Stator Phases	All
Regulation Accuracy (Standby 50%)	±0.2%



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED OR THAT I AM A DULY REGISTERED ARCHITECT IN THE STATE OF CALIFORNIA.

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

SHEET TITLE
GENERATOR
DETAILS

SHEET NUMBER
A7

SPEC SHEET

NO SCALE

GENERATOR DETAILS



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

THESE PLANS WERE SUPERSEDED BY THE ARCHITECT'S CHANGES TO THE STATE OF CALIFORNIA.

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

SHEET TITLE
GENERATOR
DETAILS

SHEET NUMBER
A7.1

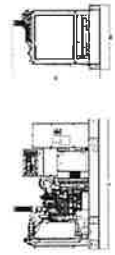


SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*

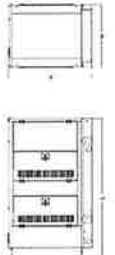
OPEN SET

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	2,121 (879.65)
15	30	2,231 (883.067)
20	30	2,351 (1,068.1152)
25	30	2,468 (1,100.1191)



WEATHER PROTECTED ENCLOSURE

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	312 (141)
15	30	328 (148)
20	30	348 (158)
25	30	368 (168)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	505 (229)
15	30	518 (235)
20	30	538 (244)
25	30	558 (253)



LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	510 (231)
15	30	525 (238)
20	30	545 (247)
25	30	565 (256)



*All measurements are approximate and for reference purposes only. Specifications for enclosure materials may vary. Please contact a Generac Power Systems Regional Dealer for detailed enclosure drawings.
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SPEC SHEET 5 of 8

NO SCALE 1



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

OPERATING DATA

POWER RATINGS

Single Phase 120/240 VAC @ 60 Hz	Capacity (kVA)	Weight (lbs)
30 kW	30	2,121 (879.65)
30 kW	30	2,231 (883.067)
30 kW	30	2,351 (1,068.1152)
30 kW	30	2,468 (1,100.1191)

MOTOR STARTING CAPABILITIES (kVA)

120/240 VAC @ 30% 277/480 VAC @ 30%	208/240 VAC @ 30%
3.11	3.11

FUEL CONSUMPTION RATES*

Fuel (gallons/hr)	Standby (gph)	Load (gph)
3.11	1.0 (0.27)	2.5 (0.95)
5.6 (6.63)	1.4 (0.21)	2.0 (0.75)
	2.8 (1.05)	

COOLING

Coolant Flow (gpm)	Standby (gpm)
14.0 (56.0)	1.0 (0.27)
2.5 (0.5)	1.4 (0.21)
126.638 (139)	2.0 (0.75)
2.800 (1.25)	2.8 (1.05)

*Fuel consumption rates are approximate and for reference purposes only. Please contact a Generac Power Systems Regional Dealer for detailed enclosure drawings.
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SPEC SHEET 5 of 8

NO SCALE 1

EEC ORIGINAL PK GENRATOR DETAILS



PRELIMINARY DRAWINGS
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RSM

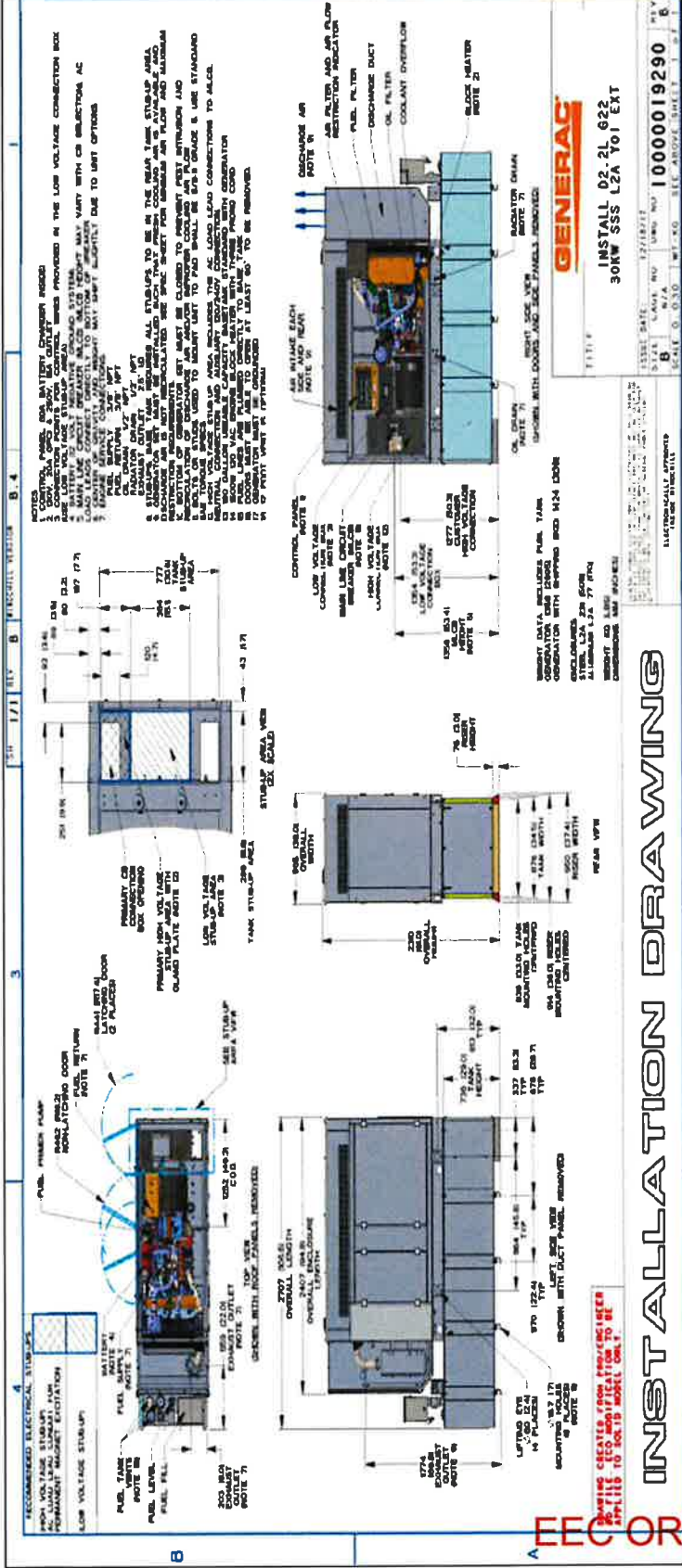
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

1 HERBY CERRY THAT THESE PLANS WERE SUPERVISIONED BY HIM AS A duly REGISTERED ARCHITECT UNDER LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE
**GENERATOR
DETAILS**

SHEET NUMBER
A7.2



INSTALLATION DRAWING

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NO SCALE 1



PRELIMINARY DRAWINGS
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CHECKED BY: RSM

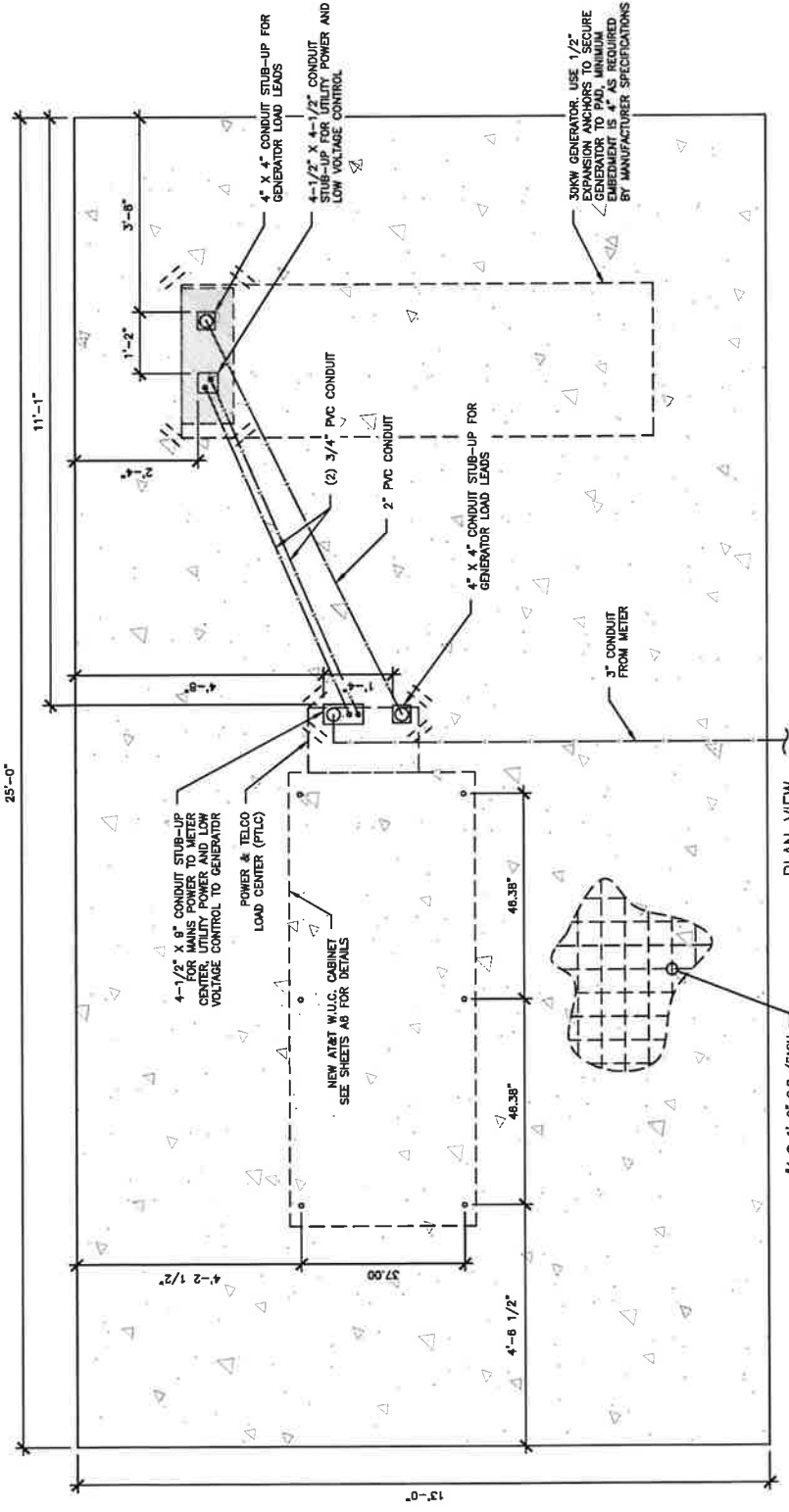
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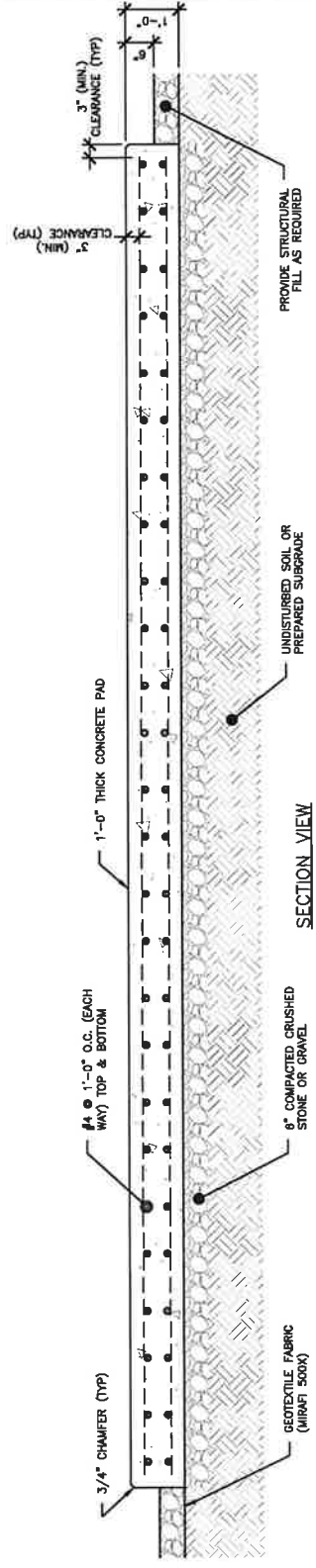
SITE NAME:
BEN HOUSE
5175 CA-78
BRAVLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
**CONCRETE PAD
DETAILS**

SHEET NUMBER
A8



PLAN VIEW



SECTION VIEW

SCALE
N.T.S.

GENERATOR DETAIL

EEC ORIGINAL PK



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RSM

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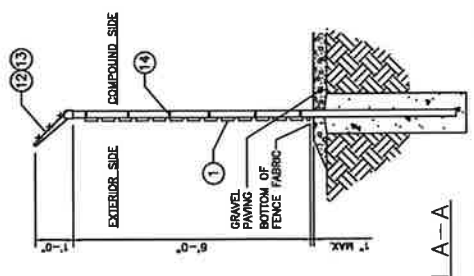
SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
BRAVILET, CA 92227
IMPERIAL COUNTY

SHEET TITLE
FENCE DETAILS

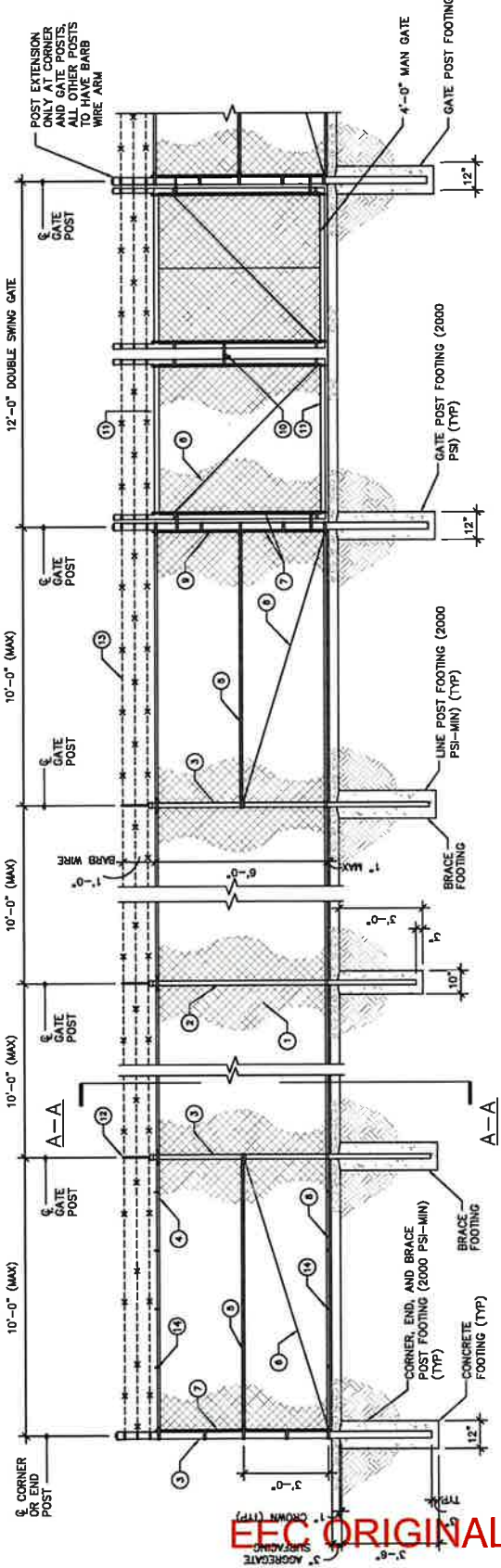
SHEET NUMBER
A9

MATERIAL DESCRIPTION

- 1 CHAIN LINK RESIDUAL FABRIC: 11-1/2 GAUGE, 2-1/4" MESH; GALVANIZED ASTM-A392, CLASS 2; TWISTED SLEEVE ON TOP, INK-COLORED ON BOTTOM.
- 2 LINE POSTS: 2-1/2" O.D. PIPE, 16 GAUGE (GALVANIZED) PER ASTM-F1083.
- 3 CORNER, END AND BRACE POSTS: 2-7/8" O.D. PIPE, SCHEDULE 40 (GALVANIZED).
- 4 TOP RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED) PER ASTM-F1083.
- 5 BRACE RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED).
- 6 DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
- 7 TENSION BAR: 3/16" X 3/4" GALVANIZED FLAT BAR.
- 8 BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
- 9 GATE POSTS: 2-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 10 COMBINATION PADLOCK ACCORDING TO AT&T REQUIREMENTS.
- 11 GATE FRAMES: 1-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 12 BARRED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED), ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
- 13 BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BARBS SPACED 4" APART.
- 14 FABRIC TIES: ALUMINUM BANDS OR WIRES, FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.



SECTION A-A



NO SCALE

CHAIN LINK FENCE DETAILS

EEC ORIGINAL PKG



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PRELIMINARY DRAWINGS
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DRAWN BY: MN RSM
 CHECKED BY:

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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SITE NAME: BEN HOLISE
 SITE ADDRESS: 5775 CA 8 92227
 BRAVETT, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
SITE GRADING PLAN

SHEET NUMBER
A10

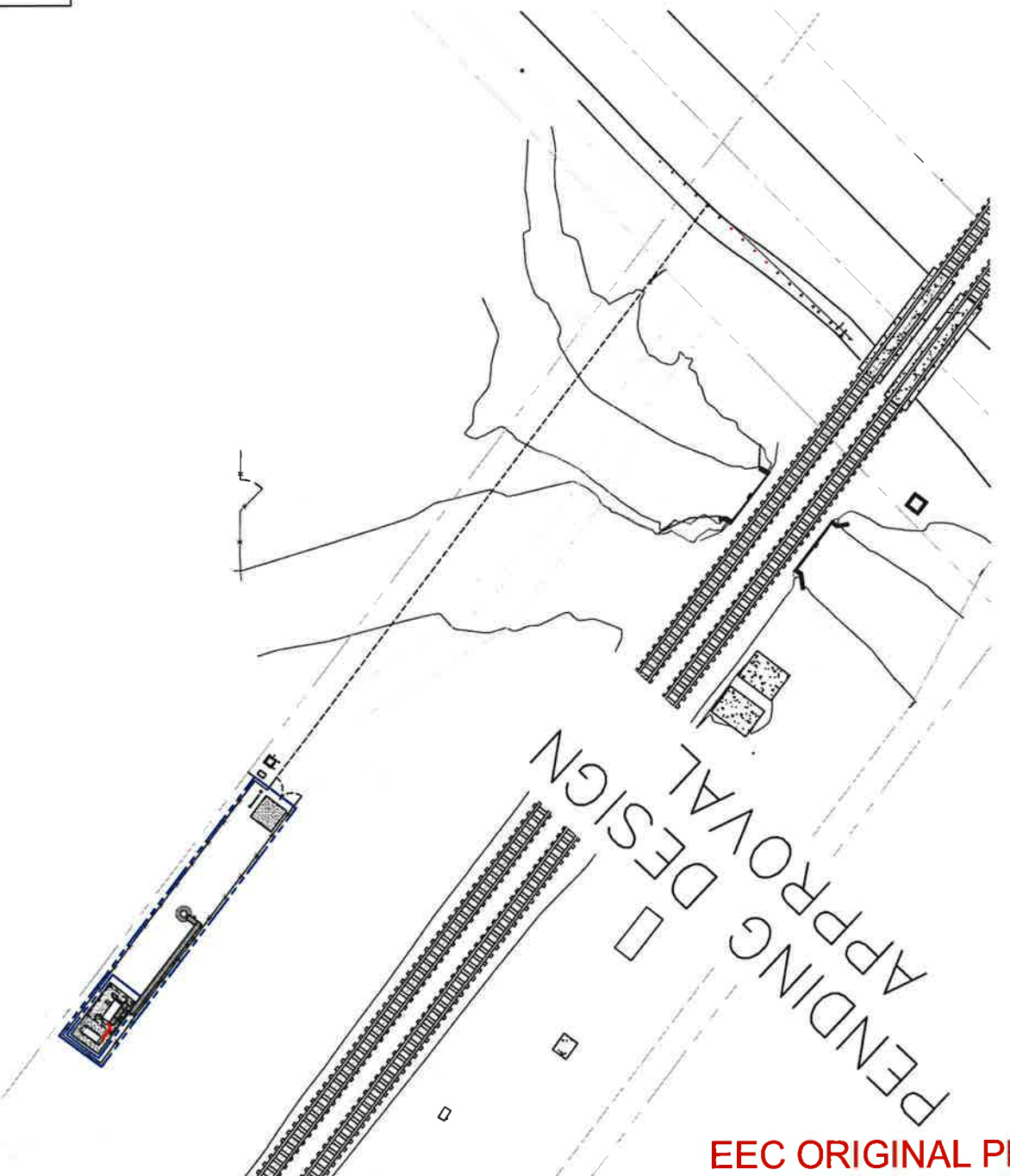
NOTE: CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN PROPOSED LEASE AREA AND 10' AROUND ENTIRE LEASE AREA. ENSURE ALL OVERHANGING LIMBS OF BRANCHES ARE REMOVED AS WELL.

NOTE: SITE BENCHMARK
 TOP OF 1/2" REBAR AT
 SOUTHWEST FENCE CORNER
 337.4'
 (SEE SURVEY)

LEGEND

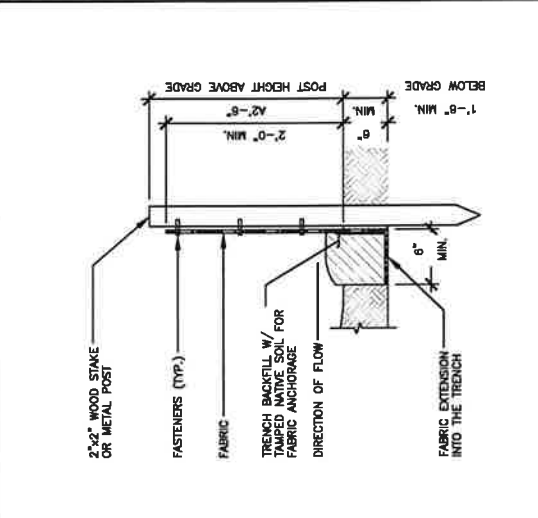
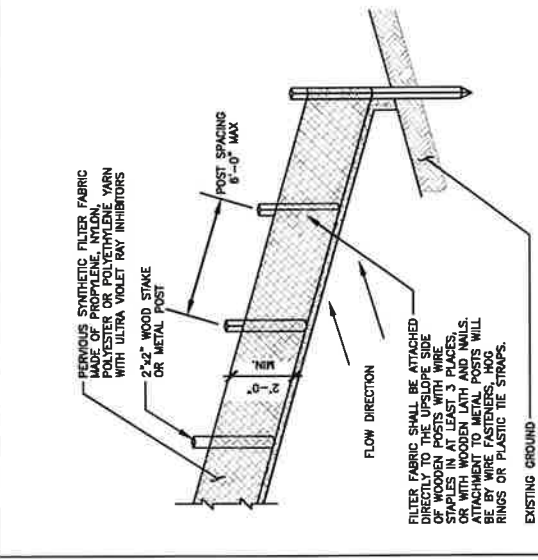
- NEW GRADE
- - - EXISTING GRADE
- 6" SALT FENCE
- - - EXISTING PAVEMENT
- - - EXISTING PROPERTY LINE
- TOP OF PAVEMENT/PAD GRADE
- TOP OF FOUNDATION GRADE

T/P
 T/F
 XXXXXX



EEC ORIGINAL PKG

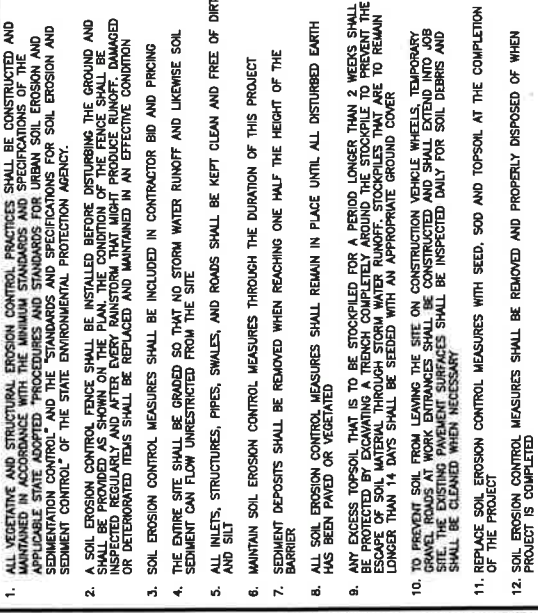
1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL" OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE MAINTAINED AS SUCH THROUGHOUT THE DURATION OF THE PROJECT. DAMAGED OR DETERIORATED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION.
3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING.
4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE.
5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.
6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT.
7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER.
8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED.
9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER.
10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOBSITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY.
11. REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SOO AND TOPSOIL AT THE COMPLETION OF THE PROJECT.
12. SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED.



4 EROSION CONTROL - SILT FENCE

ISOMETRIC VIEW

SECTION VIEW



3 EROSION CONTROL - STRAW BALE (OPTIONAL)

SECTION VIEW

SECTION VIEW A-A



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

DRAWN BY: MN
CHECKED BY: REM
SCALE: N.T.S.

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

SHEET TITLE
EROSION CONTROL DETAILS

SHEET NUMBER
A11

1
SCALE: N.T.S.

2
SCALE: N.T.S.

1
SCALE: N.T.S.

4
SCALE: N.T.S.

3
SCALE: N.T.S.

EROSION CONTROL - STRAW BALE AT STORM INLET MANHOLE (IF NEEDED SEE PLANS)

EEC ORIGINAL PKG

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CITY SWITCH



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BARRINGTON, IL 60010
TELEPHONE: 847.377.0070
FAX: 847.377.0071
eac@westchesterinc.com
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PRELIMINARY DRAWINGS
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A	10/02/03	PRELIMINARY

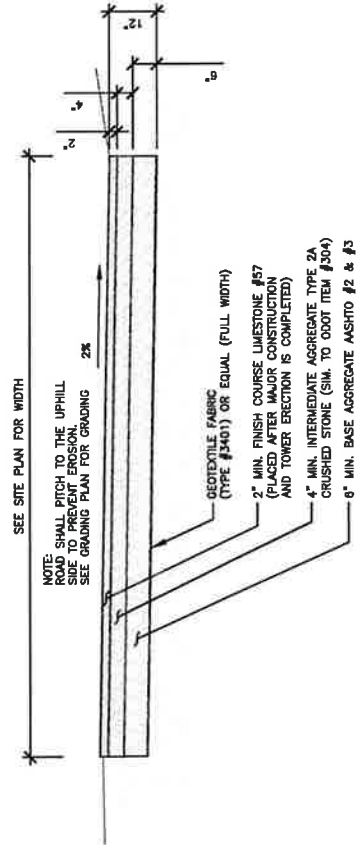
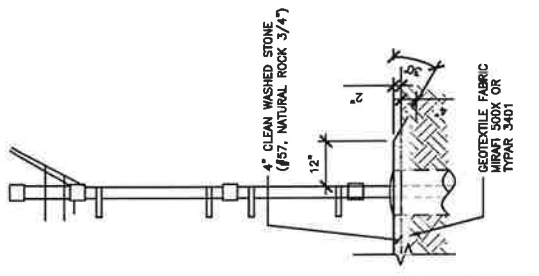
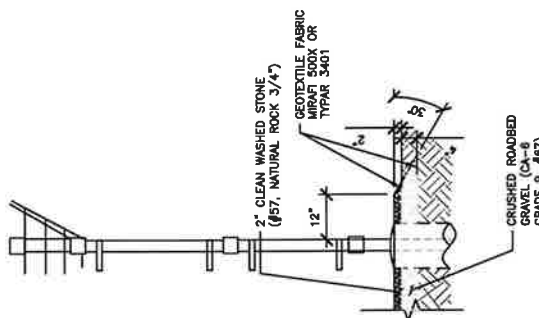
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SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
GRADING DETAILS

SHEET NUMBER
A12

SCALE	SCALE	SCALE	SCALE	SCALE
N.T.S.	N.T.S.	N.T.S.	N.T.S.	N.T.S.
NOT USED	5	4	3	2
	ALTERNATE COMPOUND GRAVEL DETAIL	TYPICAL COMPOUND GRAVEL DETAIL	TYPICAL COMPOUND GRAVEL DETAIL	NOT USED



EEC ORIGINAL PK

ACCESS DRIVE DETAIL



WESTCHESTER SERVICES, INC.
 104 FOX GLEN
 BARRINGTON, IL 60010
 TEL: 815.377.2700
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 ac@westchesterservices.com
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IN
RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 5725 CA-7 B
 BRANLEY, CA 92227
 IMPERIAL COUNTY

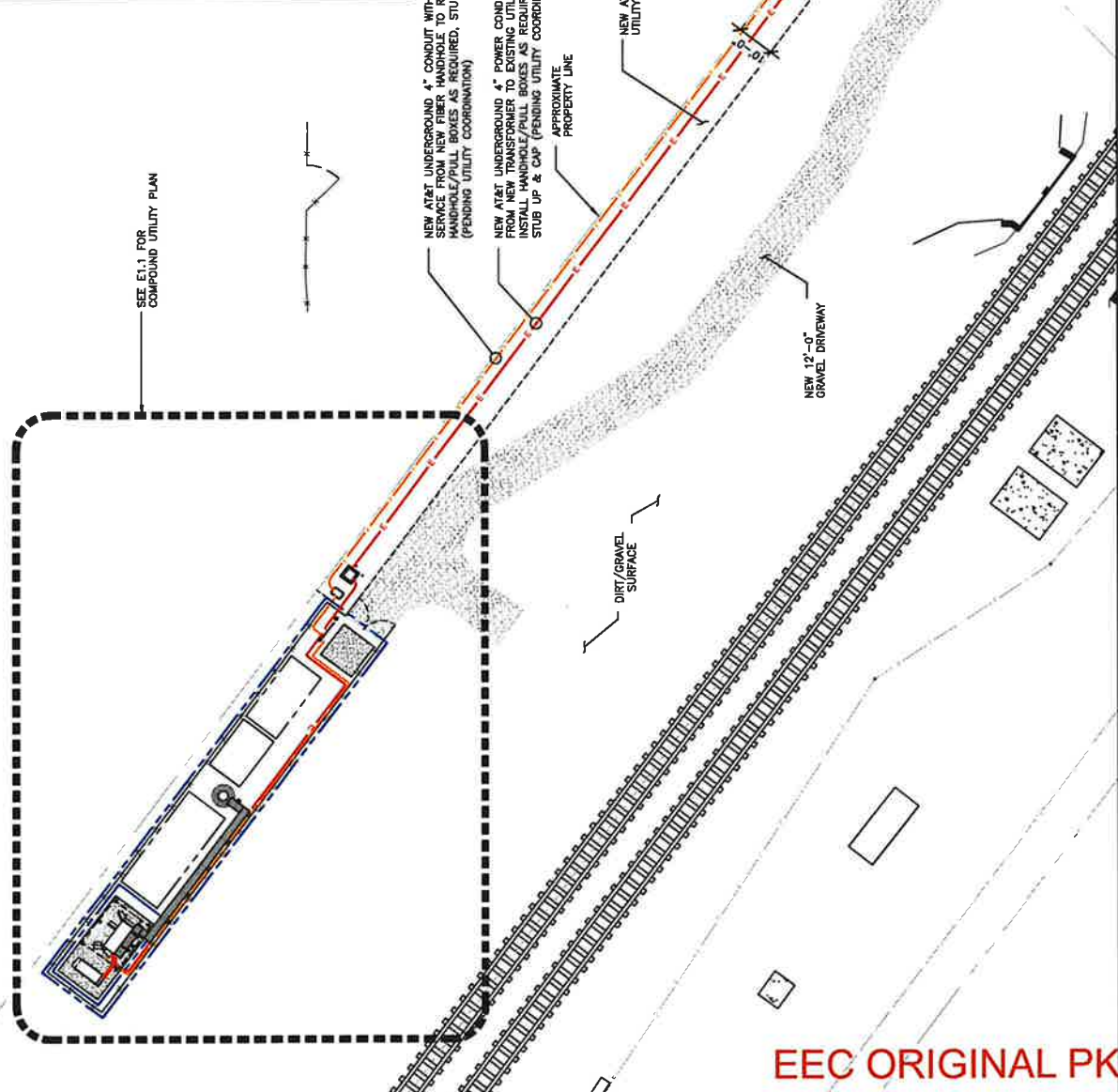
SHEET TITLE
OVERALL UTILITY PLAN

SHEET NUMBER
E1

- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD UTILITIES
- NEW UNDERGROUND POWER
- NEW UNDERGROUND FIBER

1. ALL UNDERGROUND CONDUITS SHALL BE 60# 40 PIG. EXCEPT THAT ELBOWS AND RISERS SHALL BE 80# 40 UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2"-0" MINIMUM SHALL BE REQUIRED.
2. THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10'-0") TEN FEET IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AIT-105-03-110.
3. ALL UNDERGROUND CONDUITS SHALL BE INSTALLED IN DETAIL 2, ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH. A MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE CONDUITS.
4. THE CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
5. TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SHIELDING, SHIELDING, AND EXCAVATION SAFETY STANDARDS.
6. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

SCALE	1" = 10'
N.T.S.	2



OVERALL UTILITY PLAN

EEC ORIGINAL PKG

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DESCRIPTION: PRELIMINARY

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

SHEET TITLE
COMPOUND UTILITY PLAN

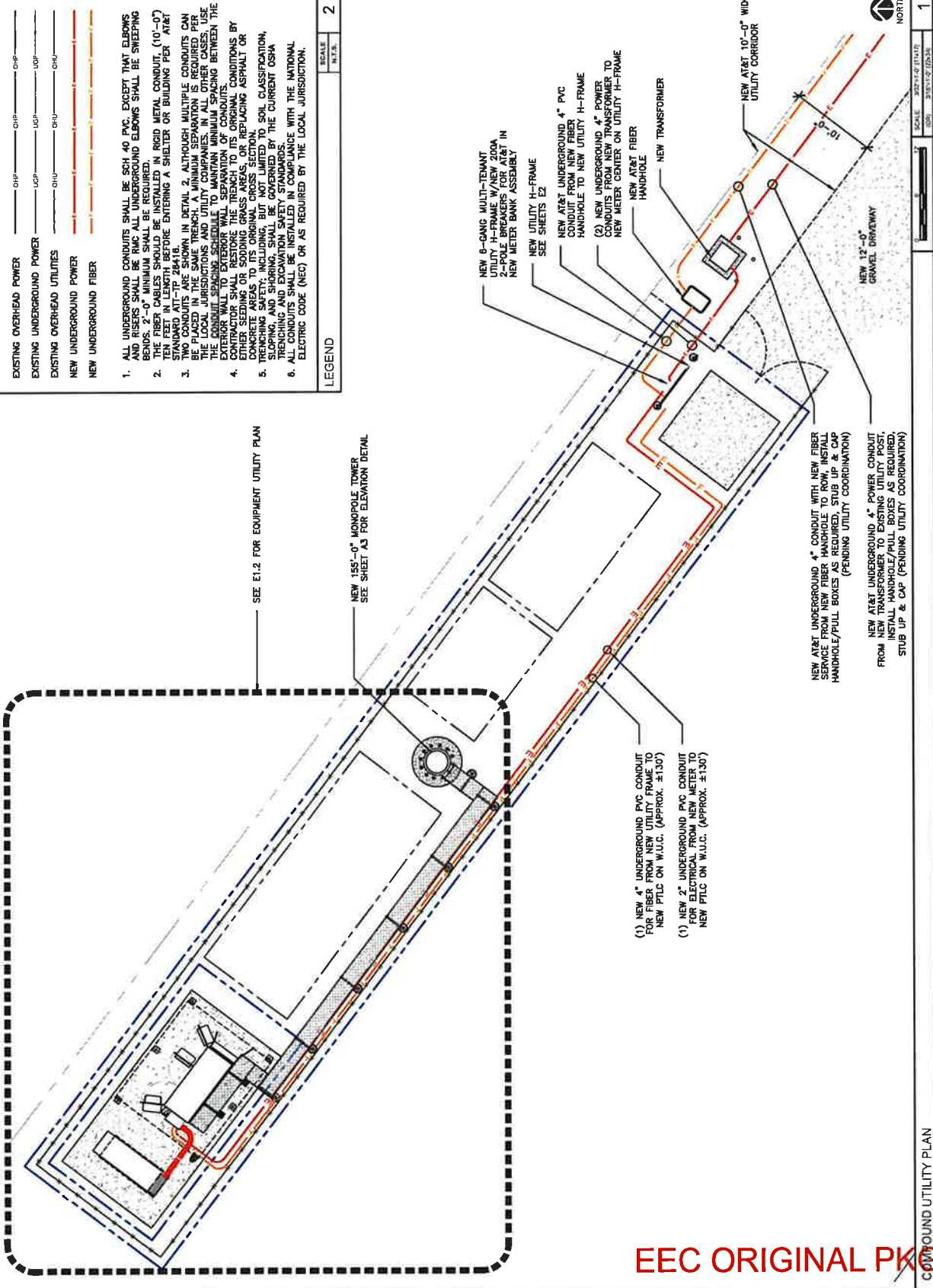
SHEET NUMBER
E1.1

- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD UTILITIES
- NEW UNDERGROUND POWER
- NEW UNDERGROUND FIBER

1. ALL UNDERGROUND CONDUITS SHALL BE 40 PVC, EXCEPT THAT ELBOWS AND RISERS SHALL BE 100% ALL UNDERGROUND ELBOWS SHALL BE SNEEPIG BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
2. THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10'-0") TEN FEET IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AT-TP 28416.
3. ALL NEW WORK IN DETAIL 2, ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH, A MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE EXTERIOR WALL AND EXTERIOR WALL SEPARATION OF CONDUITS. CONDITIONS BY OTHER SHALL BE MAINTAINED TO ITS ORIGINAL CROSS SECTION.
4. OTHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
5. TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SHIELDING, AND EXCAVATION SAFETY STANDARDS, SHALL BE MAINTAINED.
6. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND

SCALE	SHEET	2



EEC ORIGINAL PK

COMPOUND UTILITY PLAN

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DRAWN BY: MN
RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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BEN HOLISE
SITE ADDRESS:
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BRULET, CA 92227
IMPERIAL COUNTY

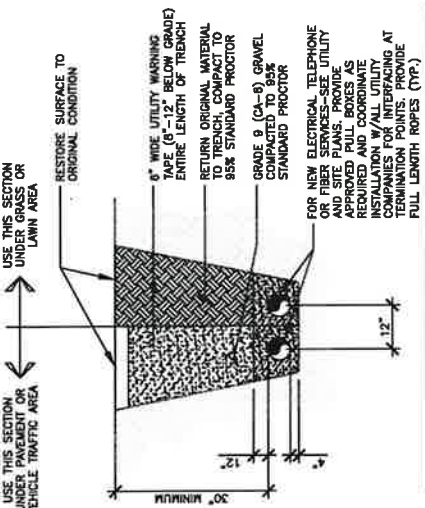
SHEET TITLE
**EQUIPMENT
UTILITY PLAN**

SHEET NUMBER
E1.2

- EXISTING OVERHEAD POWER ——— OHP ———
- EXISTING UNDERGROUND POWER ——— UGP ———
- EXISTING OVERHEAD UTILITIES ——— OOU ———
- NEW UNDERGROUND POWER ——— NUP ———
- NEW UNDERGROUND FIBER ——— NUF ———
- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC EXCEPT THAT ELBOWS AND RISERS SHALL BE RAC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
 - THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10'-0") TEN FEET IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T CONSTRUCTION STANDARDS.
 - TWO CONDUITS ARE SHOWN IN DETAIL 2. ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH, A MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE CONDUITS.
 - CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
 - REMOVING AND DISPOSING OF ALL DEBRIS, INCLUDING BUT NOT LIMITED TO, SOIL CLASSIFICATION, TRENCHING AND EXCAVATION SAFETY STANDARDS.
 - ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND

SCALE	2
N.T.S.	

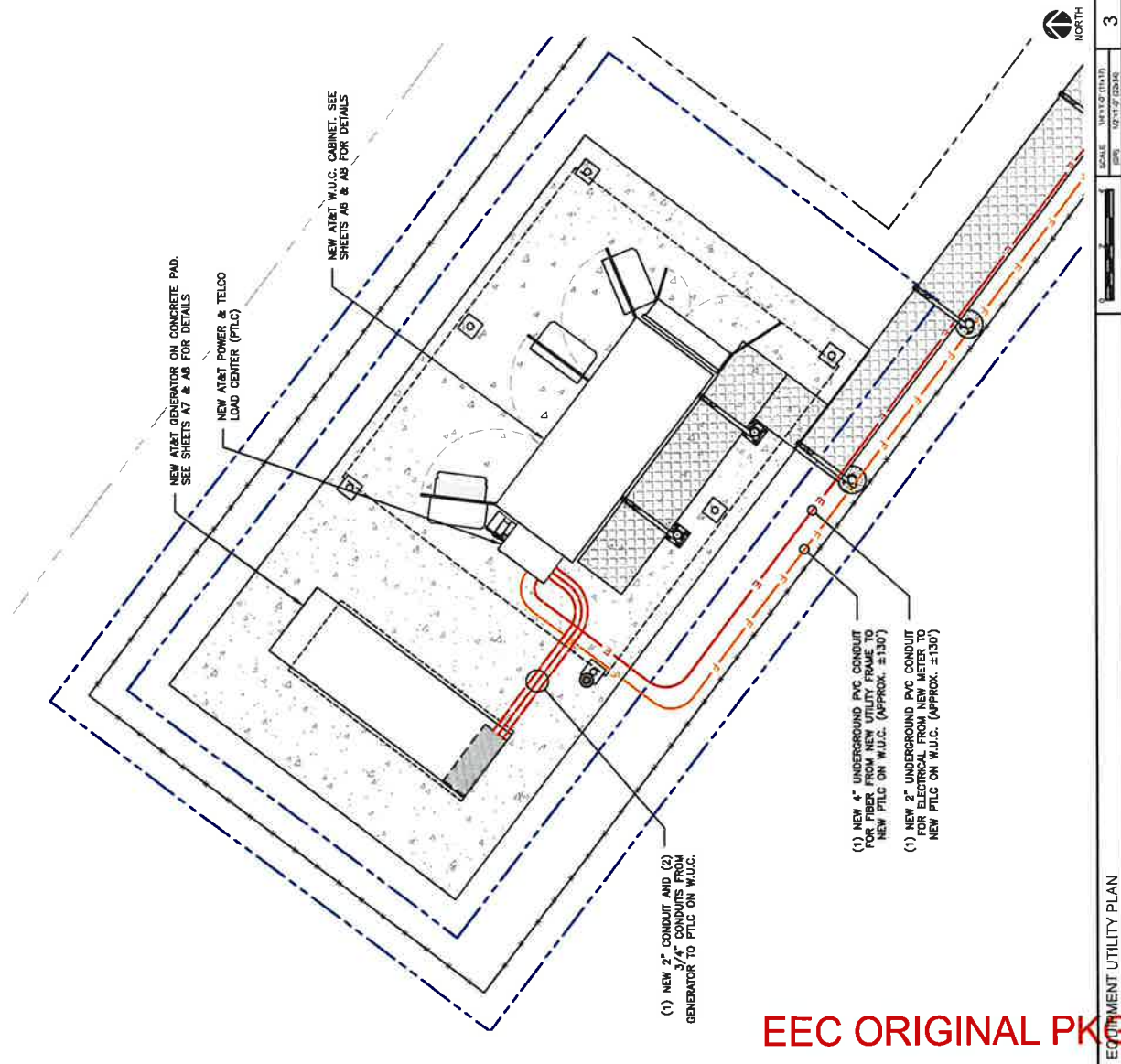


CONDUIT SPACING SCHEDULE

CONDUIT #1	MINIMUM CONDUIT SEPARATION	CONDUIT #2
POWER	• - 6 INCHES	POWER
TELECOM. COMMUNICATIONS & CONTROL CIRCUITS	• - 12 INCHES	TELECOM. COMMUNICATIONS & CONTROL CIRCUITS
TELECOM. COMMUNICATIONS & CONTROL CIRCUITS	• - 6 INCHES	TELECOM. COMMUNICATIONS & CONTROL CIRCUITS

TRENCH DETAIL

SCALE	1
N.T.S.	



EEC ORIGINAL PKG

EQUIPMENT UTILITY PLAN



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

THESE PLANS WERE PREPARED BY AN ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

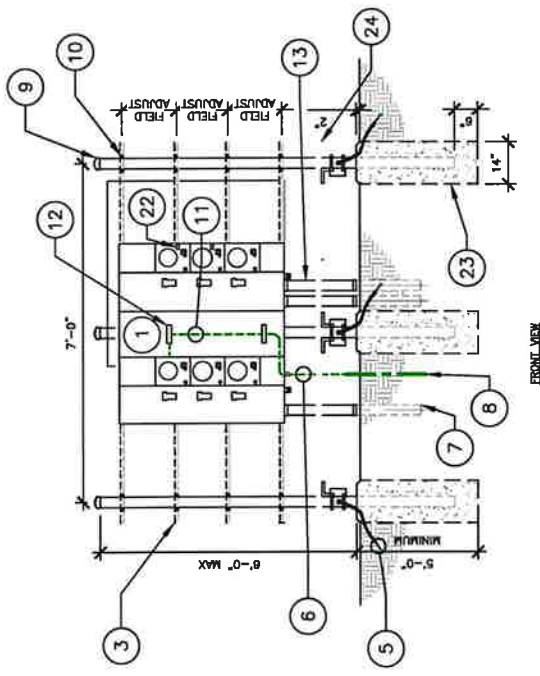
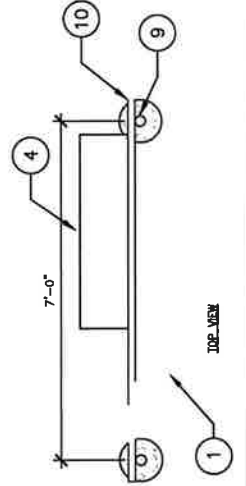
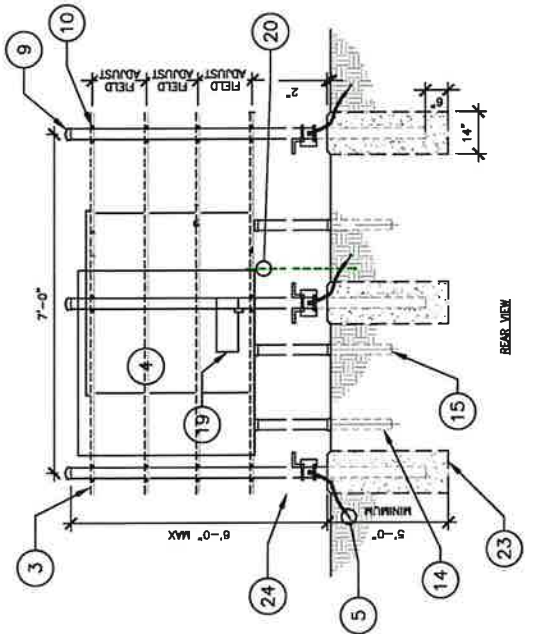
SHEET TITLE
H-FRAME DETAILS

SHEET NUMBER
E2

- NOTES:
- CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERS MAIN SERVICE CENTER (MSE) 48" DIA. NEMA 3R WITH WEATHERPROOF DUPLEX RECEPTACLE. ALL METERS SHALL BE FURNISHED WITH (1) 200AMP CIRCUIT BREAKERS SHALL BE COVERED WITH LEXAN METER COVER.
 - WHERE INDICATED ON PLANS PROVIDE A FIBER/TELCO DEMARCATION BOX TO INCLUDE 48"x48"x12" NEMA 3R WITH WEATHERPROOF DUPLEX RECEPTACLE. PROVIDE SURGE SUPPRESSION AND 2"x1/2"x1/4" COPPER TIN-PLATED BUS BAR. USE DOUBLE LOCKING RINGS W/WASHERS & RUBBER GROMMETS ON BOTH SIDES OF ALL CONDUIT PENETRATIONS INTO THE BOX.
 - EQUIPMENT TO PROVIDE LOCKING PROTECTION FOR UTILITY EQUIPMENT LOCATED OUTSIDE OF THE FENCED COMPOUND AREA.

NOTE:
UTILITY METER ENCLOSURE INSTALLATION TO BE COORDINATED WITH THE LOCAL ELECTRICAL PROVIDER

- CALLOUTS:
- MODULAR METERING MAIN SERVICE CENTER (SEE NOTE 1).
 - DISTRIBUTION BREAKER, ADD W/AMMETER TO METER LETTER AND CARRIER OR PANEL (TYP.)
 - 1" DIA. HOT DIPPED UNSTRUT CROSS MEMBER (TYP. OF 4) W/ END CAPS. PROVIDE VERTICAL REPLACEMENT WITH EQUIPMENT TO BE USED.
 - NEW 48"x48"x12" NEMA 3R HOFFMAN BOX AS INDICATED ON PLANS; SEE NOTE 2.
 - 48" DIA. SOLID TINNED COPPER WIRE WITH EXOTHERMIC WELD CONNECTION TO POST IN 3/4" NONMETALLIC FLEXIBLE CONDUIT (CONDUIT TO WITHIN 1" OF EXOTHERMIC CONNECTION) (TYP. AT EACH POST).
 - 2/0 AWG SOLID TINNED COPPER GROUND WIRE IN 1" PVC.
 - POWER CONDUIT TO CARRIER EQUIPMENT
 - 5/8"x10"-0" COPPER CLAD STEEL ISOLATED GROUND ROD PER CODE.
 - 3.5" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
 - 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
 - 2/0 GREEN INSULATED STRANDED COPPER WIRE.
 - SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
 - POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
 - TELCO/FIBER CONDUIT TO CARRIER EQUIPMENT.
 - FIBER CONDUIT TO CARRIER EQUIPMENT.
 - NOT USED
 - NOT USED
 - NOT USED
 - HOFFMAN BOX GROUND BAR.
 - 22 AWG GROUND WITH MECHANICAL CONNECTION TO HOFFMAN BOX PROPOSED SINGLE GROUND.
 - WEATHERPROOF DUPLEX RECEPTACLE.
 - CARRIER METER LABEL.
 - CONCRETE PIER FOUNDATION TO CARRY A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. DEPTH TO BE A MINIMUM OF 6" BELOW FINISH GRADE. PROVIDE FOUNDATION REINFORCEMENT DETAILS.
 - STEP-UP PLATFORM. SEE DETAIL SHEET E-2.1.
 - NOT USED
 - NOT USED



NOTE:
CONTRACTOR TO INSTALL NUMBERED WIRE-TYPE/PULL STRINGS IN ALL CONDUITS

EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

MIN	
RSN	
REV	DATE DESCRIPTION
A	10/20/23 PRELIMINARY

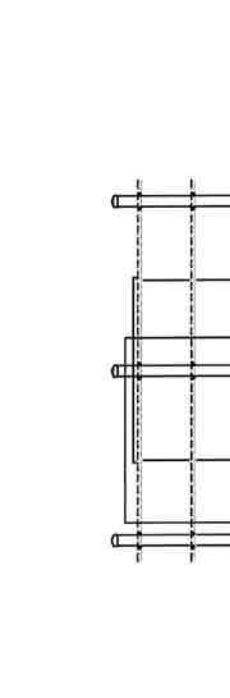
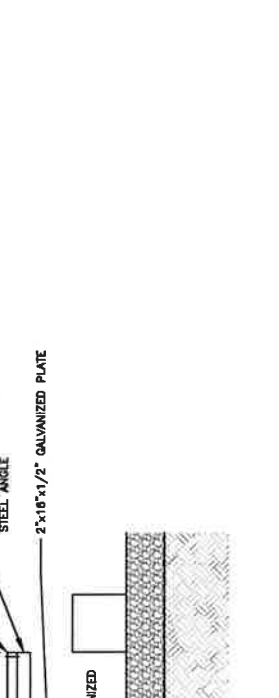
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SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-79
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
H-FRAME DETAILS

SHEET NUMBER
E2.1

NOTES:
1. CONDUITS NOT SHOWN FOR CLARITY.
2. A STRUCTURAL ANALYSIS OF THIS PLATFORM WAS NOT PERFORMED BY FDH INFRASTRUCTURE SERVICES. DETAILS PROVIDED BY CUSTOMER.
3. LATEST ABC EDGE DISTANCES AS MINIMUMS.



SCALE
N.T.S. 1

FRONT VIEW

REAR VIEW

NOTE:
CONTRACTOR TO INSTALL NUMBERED WIRE-TIE/PULL STRINGS IN ALL CONDUITS

MULTI-CARRIER UTILITY RACK DETAIL

EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN RSM

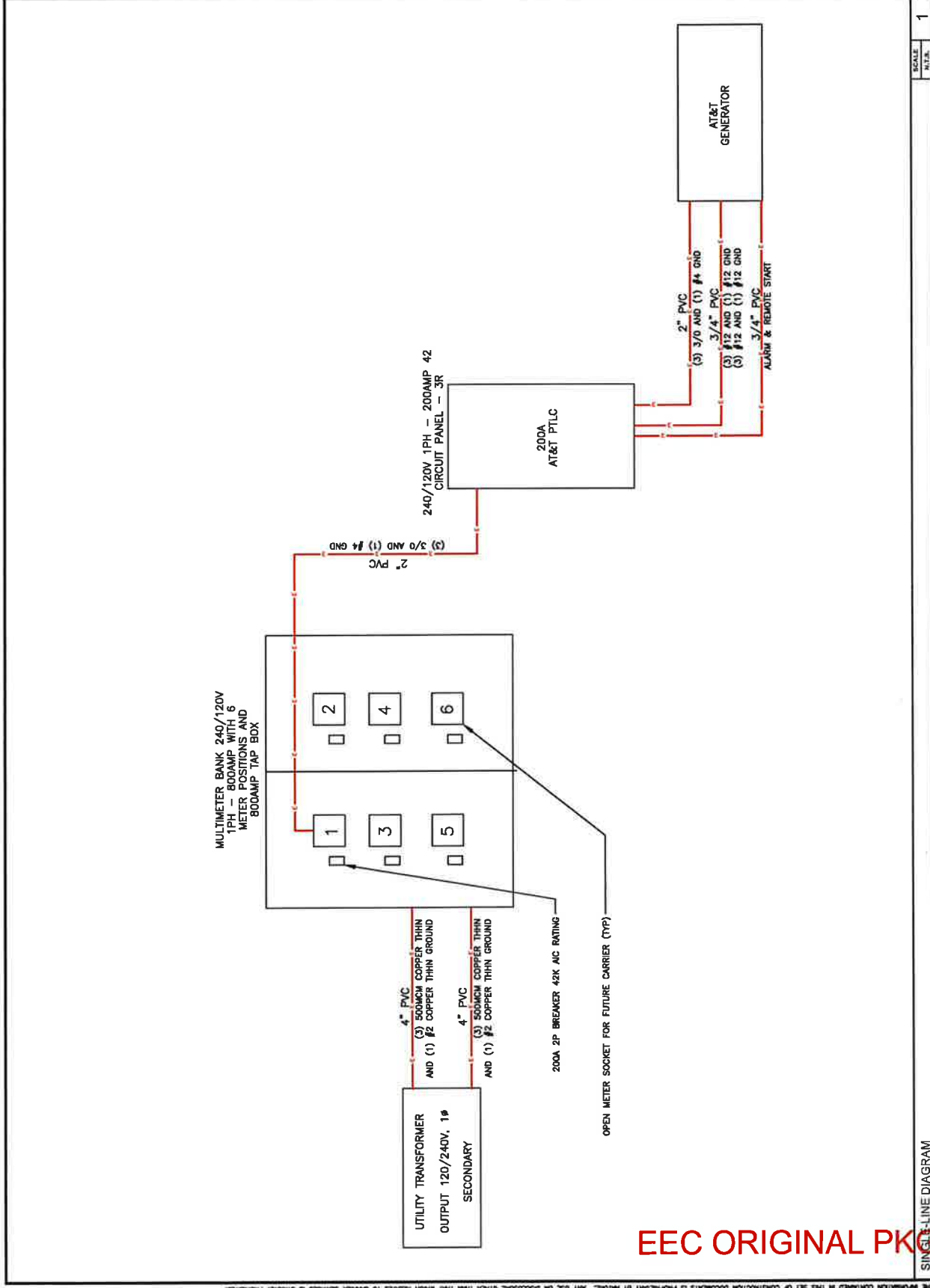
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A	10/02/23	PRELIMINARY

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

SHEET TITLE
**SINGLE-LINE
DIAGRAM**

SHEET NUMBER
E3



SCALE: 1/4" = 1'

1

SINGLE-LINE DIAGRAM

EEC ORIGINAL PKG

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A	10/3/02	PRELIMINARY

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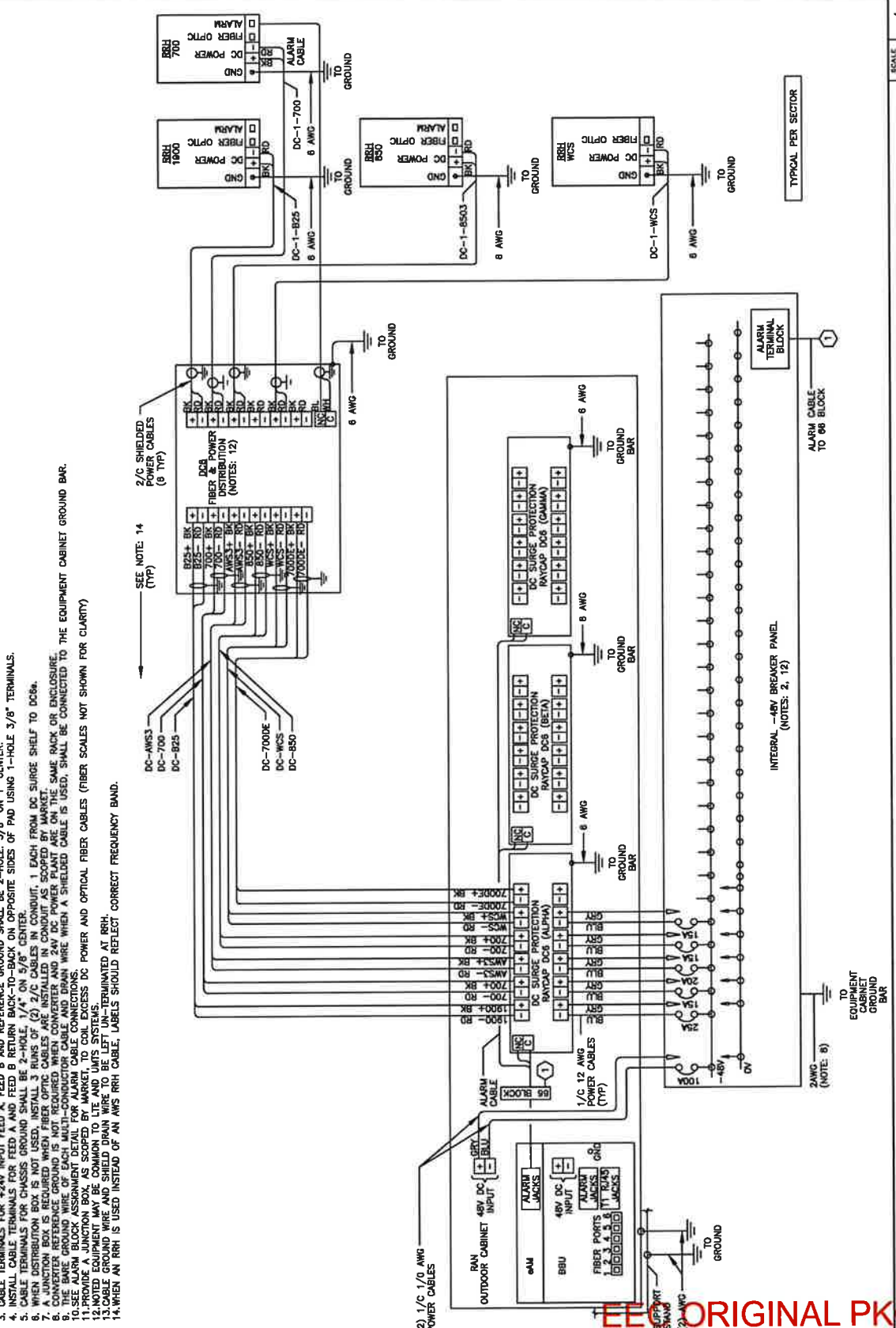
SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-76
BRANWILEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
DC WIRING
DIAGRAM

SHEET NUMBER
E5

NOTES

1. LABEL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY; I.E. "A-AWS+".
2. INSTALL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY; I.E. "A-AWS+".
3. CABLE TERMINALS FOR +24V INPUT FEED A AND FEED B AND REFERENCE GROUND SHALL BE 2-HOLE: 3/8" ON 1" CENTER.
4. INSTALL CABLE TERMINALS FOR FEED A AND FEED B RETURN BACK-TO-BACK ON OPPOSITE SIDES OF PAD USING 1-HOLE 3/8" TERMINALS.
5. CABLE TERMINALS FOR CHASSIS GROUND SHALL BE 2-HOLE: 1/4" ON 3/8" CENTER/OUT. 1 EACH FROM DC SURGE SHELF TO DC06.
6. WHEN BOTH BOXES REQUIRED WHEN FIBER OPTIC CABLES ARE INSTALLED IN CONDUIT AS SCORED BY MARKET.
7. CONVERTER REFERENCE GROUND IS NOT REQUIRED WHEN CONVERTER AND 24V DC POWER PLANT ARE ON THE SAME RACK OR ENCLOSURE.
8. THE SAME GROUND WIRE OF EACH MULTI-CONDUCTOR CABLE AND DRAIN WIRE WHEN A SHIELDED CABLE IS USED, SHALL BE CONNECTED TO THE EQUIPMENT CABINET GROUND BAR.
9. SEE ALARM BLOCK ASSIGNMENT DETAIL FOR ALARM CABLE CONNECTIONS.
10. ALL EQUIPMENT WIRE SHALL BE COMMON TO LITE AND UNITS SYSTEMS.
11. WHEN EQUIPMENT WIRE AND SHIELD DRAIN WIRE TO BE LEFT UN-TERMINATED AT RRH.
12. CABLE GROUND WIRE AND SHIELD DRAIN WIRE TO BE LEFT UN-TERMINATED AT RRH.
13. CABLE GROUND WIRE AND SHIELD DRAIN WIRE TO BE LEFT UN-TERMINATED AT RRH.
14. WHEN AN RRH IS USED INSTEAD OF AN AWS RRH CABLE, LABELS SHOULD REFLECT CORRECT FREQUENCY BAND.



EE ORIGINAL PK



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT AND A MEMBER OF THE STATE OF CALIFORNIA.

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

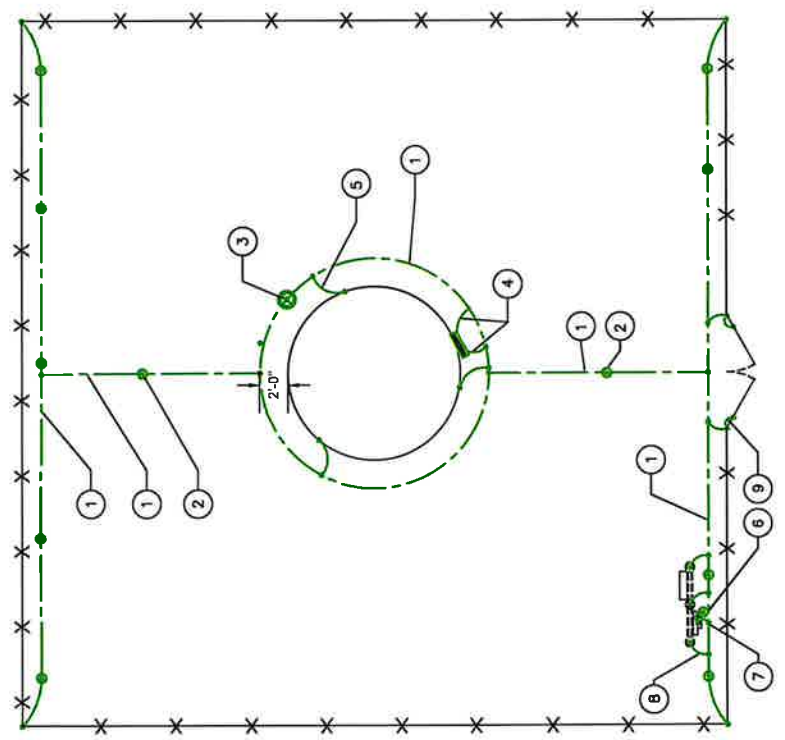
SHEET TITLE
**COMPOUND
GROUNDING PLAN**

SHEET NUMBER
G1

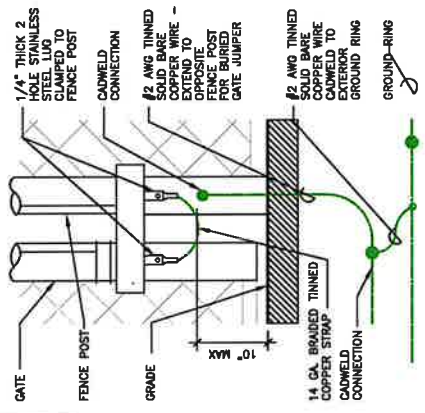
GROUNDING LEGEND

	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	MECHANICAL CONNECTION
	5/8"X10' COPPER-CLAD STEEL GROUND ROD
	5/8"X10' COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
	NEW GROUND WIRING
	EXISTING GROUND WIRING
	TINNED COPPER GROUND BAR
	1/4"X4"X12" OR 1/4"X4"X20" COLLECTOR GROUND BAR
	MAIN GROUND BAR

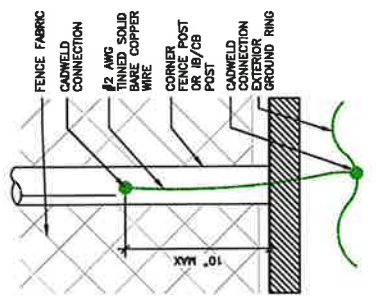
- GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
- 5/8" x 10'-0" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
- GROUND SYSTEM TEST WELL
- #2 SOLID TINNED, BARE COPPER WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
- #2 SOLID TINNED, BARE COPPER WIRE FROM TOWER BASE PLATE TO NEW GROUND RING
- 5/8" x 10'-0" COPPER CLAD GROUND ROD FOR ELECTRICAL SERVICE GROUND
- #2 SOLID TINNED, BARE COPPER WIRE FROM ELECTRICAL SERVICE GROUND TO LIGHTNING PROTECTION GROUND RING
- #2 SOLID TINNED, BARE COPPER WIRE, BOND UTILITY POST W/ VS TYPE CADWELD, (1 PER POST REQ'D)
- ALL OR EQUAL 2/0 GROUNDING CONDUCTOR W/ BLACK NEOPRENE INSULATION & PRE-BURIED ENDS ATTACHED TO GATE POST AND GATE FRAME W/ VS TYPE EXOTHERMIC. INSTALL W/ WELLS 18" ABOVE FINISH GRADE
- IN THE EVENT A PAD/PIER FOUNDATION IS INSTALLED, THE BURIED GROUND RING SHALL BE INSTALLED A MINIMUM 2 FT. FROM THE EDGE OF CONCRETE



- NOTES**
- ALL GROUNDING CONDUCTOR IN EARTH #2 SOLID BARE TINNED COPPER (SBTC).
 - CONDUCTOR CONNECTION IN EARTH EXOTHERMICALLY WELDED.
 - ALL FENCE POST, TOWER LEGS, FRAME, ETC. EXOTHERMIC CONDUCTOR BONDS EXOTHERMICALLY WELDED.
 - ALL GROUND BAR CONNECTIONS MECHANICALLY BONDED WITH 2-HOLE CONNECTIONS LISTED AND SUITABLE FOR THE APPLICATION.
 - MINIMUM 2-FT SEPARATION BETWEEN GROUND RINGS AND FOUNDATION IN ALL LOCATIONS.
 - EQUIPMENT CABINET, ICE BRIDGE & EQUIPMENT FRAME GROUNDING TO BE INSTALLED ABOVE GRADE AT LOCATIONS DESIGNATED FOR FUTURE INSTALLATION OF GROUND EQUIPMENT.



GATE GROUNDING DETAIL



FENCE GROUNDING DETAIL

TYPICAL FENCE AND TOWER GROUNDING PLAN





PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
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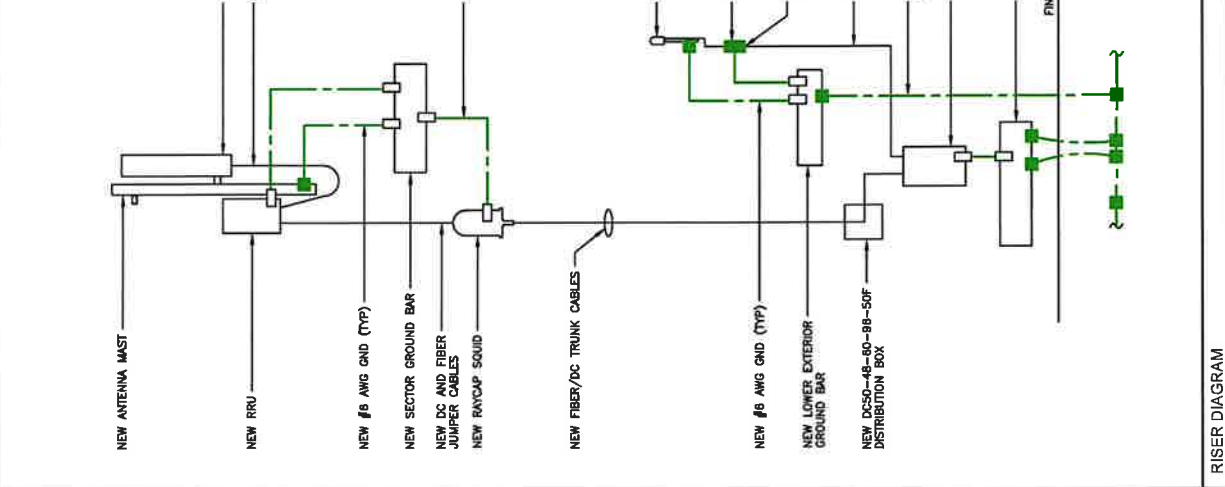
THEIRBY CERTIFY THAT THESE PLANS WERE
SUPERSEDED AND THAT I AM A duly REGISTERED
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CALIFORNIA

SHEET TITLE
**GROUNDING PLAN
& RISER DIAGRAM**

SHEET NUMBER
G2

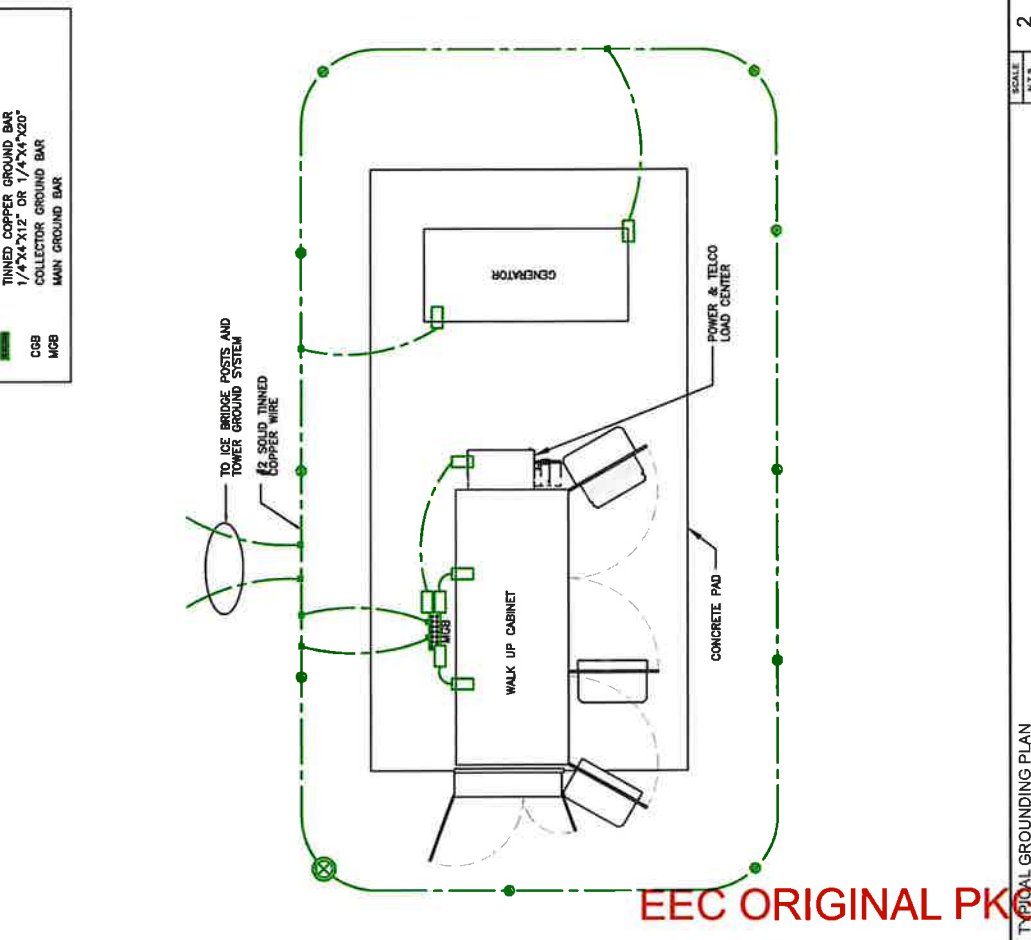
NOTE:
GROUND LEAD INSIDE RUBBER GROMMET
TO BE ATTACHED WITH X-CROSS ZIP
TIE TO THE INSIDE OF THE GROMMET
SNAP-IN HANGERS AROUND GROUNDS.

- LEGEND
- MECHANICAL CONNECTION
 - EXOTHERMIC WELD CONNECTION
 - COMPRESSION FITTING CONNECTION
 - MECHANICAL CONNECTION
 - GROUND KIT



GROUNDING LEGEND

- MECHANICAL CONNECTION
- EXOTHERMIC WELD CONNECTION
- COMPRESSION FITTING CONNECTION
- 5/8"x10" COPPER-CLAD STEEL GROUND ROD
- 5/8"x10" COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
- PROPOSED GROUND WIRING
- EXISTING GROUND WIRING
- TINNED COPPER GROUND BAR
- 1/4"x4"x12" OR 1/4"x4"x20"
- COLLECTOR GROUND BAR
- MAIN GROUND BAR



SCALE
N.T.S.

1

RISER DIAGRAM

SCALE
N.T.S.

2

TYPICAL GROUNDING PLAN

EEC ORIGINAL PKG

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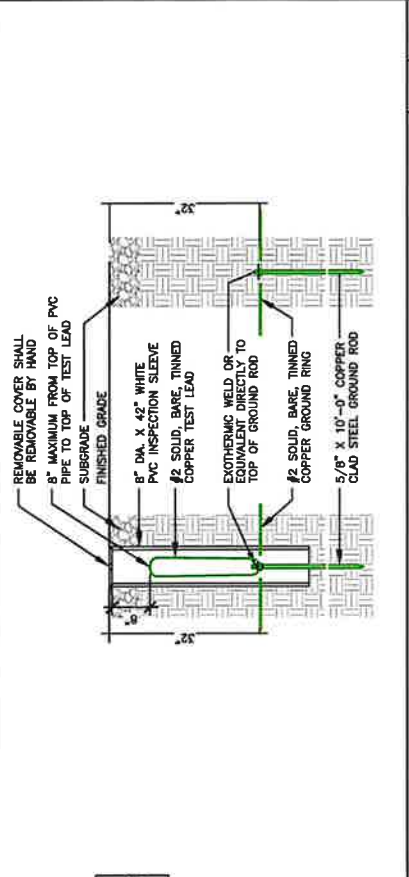
DRAWN BY:	MN	RSMA
CHECKED BY:		
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

THEORY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED AND THAT I AM A duly Licensed Professional Engineer under the laws of the state of CALIFORNIA.

SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA 278
IMPERIAL COUNTY

SHEET TITLE
**GROUNDING
DETAILS & NOTES**

SHEET NUMBER
G3



NOTE: GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2,000 OHM-CM, SHALL BE GALVANIZED TO PREVENT DALVANK CORROSION OF TOWER

NOTE: ALL Wires SHALL BE AND THIN/TINNED COPPER UNLESS NOTED OTHERWISE.

NOTE: GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS MECHANICAL (INCLUDING EXCESS SET) CLEAN GROUND BARS TO SURE METAL AFTER MECHANICAL ANTI-OXIDANT COATING.

NOTE: REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE MADE TO GROUND BARS WITH MANUFACTURER'S GROUNDING KITS.

NOTE: ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12\"/>

NOTE: METAL #2 AND GREED-RELATED STRANDED COPPER WIRE SHALL BE BURY 3\"/>

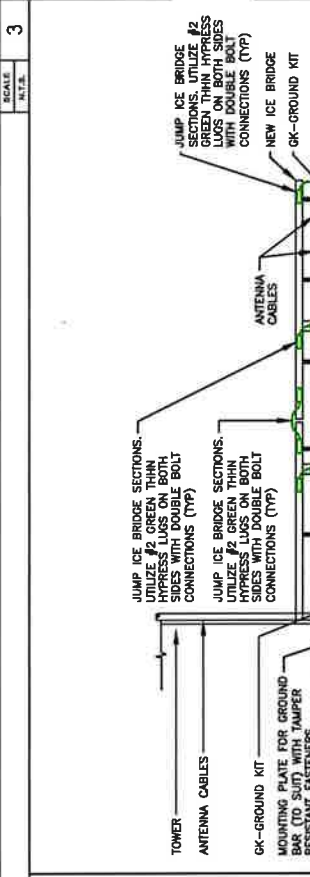
NOTE: IF BARS OR ENCASED GROUND RODS SHALL EXCEED 45\"/>

NOTE: EXTREMELY WELDS SHALL BE MADE IN ACCORDANCE WITH ERCP PRODUCTS BULLETIN A-11.

NOTE: CONSTRUCTION OF GROUND BARS AND GROUNDING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS TO THE GROUNDING PLAN. PHOTOGRAPHS TO BE TAKEN AT THE CONSTRUCTION MANAGER.

NOTE: ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS SHALL BE #2 BARE TINNED COPPER WIRE. APPLY THINNESS & BUTTS APPROPRIATE TO FIT OF THE BARS. BARE SHALL BE EQUAL.

NOTE: PERFORM TO INSTALLING LUGS ON GROUND Wires. APPLY THINNESS & BUTTS APPROPRIATE TO FIT OF THE BARS. BARE SHALL BE EQUAL.



NOTE: ALL ICE BRIDGE POSTS. EXTEND CONCRETE TO 8\"/>

NOTE: #2 BARE SOLID TINNED COPPER GROUND WIRE

NOTE: GROUNDING CONDUCTORS CONTINUED TO GROUND LOOP SEE PLAN

NOTE: JUMP ICE BRIDGE SECTIONS. UTILIZE #2 GREEN THIN HYPERSS LUGS ON BOTH SIDES WITH DOUBLE BOLT CONNECTIONS (TYP)

NOTE: JUMP ICE BRIDGE SECTIONS. UTILIZE #2 GREEN THIN HYPERSS LUGS ON BOTH SIDES WITH DOUBLE BOLT CONNECTIONS (TYP)

NOTE: BASE OF TOWER. 1/4\"/>

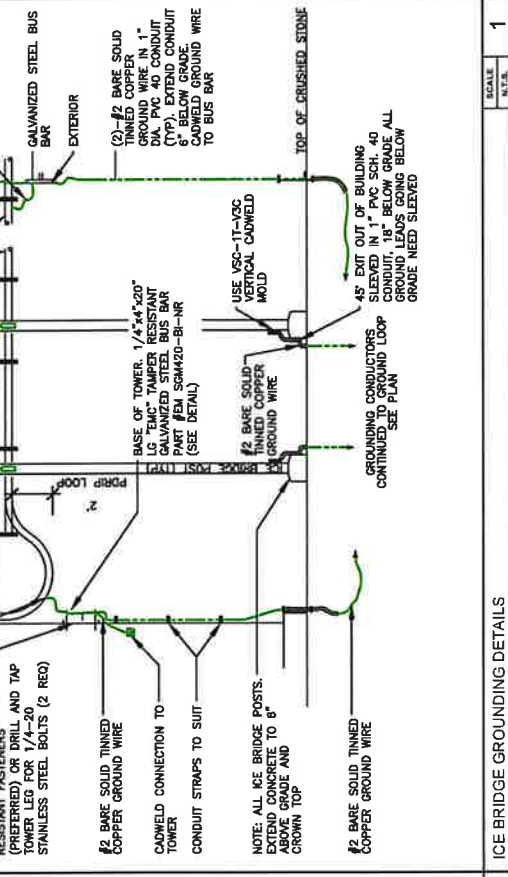
NOTE: (2)-#2 BARE SOLID TINNED COPPER GROUND WIRE IN 1\"/>

NOTE: GALVANIZED STEEL BUS BAR EXTERIOR

NOTE: NEW ICE BRIDGE SECTIONS. UTILIZE #2 GREEN THIN HYPERSS LUGS ON BOTH SIDES WITH DOUBLE BOLT CONNECTIONS (TYP)

NOTE: ANTENNA CABLES

NOTE: GROUND KIT



NOTE: CONSTRUCTION OF GROUND BARS AND GROUNDING SYSTEM SHALL BE DOCUMENTED WITH PHOTOGRAPHS TO THE GROUNDING PLAN. PHOTOGRAPHS TO BE TAKEN AT THE CONSTRUCTION MANAGER.

NOTE: ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS SHALL BE #2 BARE TINNED COPPER WIRE. APPLY THINNESS & BUTTS APPROPRIATE TO FIT OF THE BARS. BARE SHALL BE EQUAL.

NOTE: PERFORM TO INSTALLING LUGS ON GROUND Wires. APPLY THINNESS & BUTTS APPROPRIATE TO FIT OF THE BARS. BARE SHALL BE EQUAL.

NOTE: INCREASE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE BY MEANS OF FALL OF POTENTIAL TEST. TEST SHALL BE WITNESSED BY A METRIC'S ON THE GROUNDING RESISTANCE TEST FOR.

NOTE: THE BARE COPPER GROUND Wires ARE TO BE #2 BARE TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS SHALL BE #2 BARE TINNED COPPER WIRE. APPLY THINNESS & BUTTS APPROPRIATE TO FIT OF THE BARS. BARE SHALL BE EQUAL.

NOTE: ANY SITE WHERE THE EQUIPMENT UTIL. CABLE BRACE, PVC CONDUIT, (T) IS LOCATED ABOVE GROUND SHALL BE KNOCKED TO THE GROUND AND SHALL BE KNOCKED TO THE GROUND. BRACE POST USING (2) BARS OF #2 BARE TINNED COPPER WIRE.

NOTE: BEFORE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS TO BE MADE ALL SURFACES SHALL BE CLEANED AND PROPERLY PREPARED. FOLLOWING CONNECTION, APPLY APPROPRIATE ANTI-OXIDATION PAINT.

NOTE: REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE MADE TO GROUND BARS WITH MANUFACTURER'S GROUNDING KITS.

NOTE: ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12\"/>

NOTE: METAL #2 AND GREED-RELATED STRANDED COPPER WIRE SHALL BE BURY 3\"/>

NOTE: IF BARS OR ENCASED GROUND RODS SHALL EXCEED 45\"/>

SCALE: N.T.S. 1

SCALE: N.T.S. 2

SCALE: N.T.S. 4

GENERAL NOTES

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DRAWN BY: MN
CHECKED BY: RMW

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G3.1

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

SECTION "P" - SURGE PROTECTORS

- (EC) CELL REFERENCE GROUND BAR (IF COLLOCATED)
- (EC) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
- (EC) TELCO GROUND BAR (#2 AWG)
- (EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (3/0)
- (EC) FIBER GROUND BAR (#2 AWG)
- (EC) POWER ROOM REFERENCE GROUND BAR (#2 AWG)
- (AT&T) RECIPER FRAMES

SECTION "A" - SURGE ABSORBERS

- (EC) INTERIOR GROUND RING (#2 AWG)
- (EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG)
- (EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (1/0 AWG)
- (EC) BUILDING STEEL (IF AVAILABLE) (1/0 AWG)

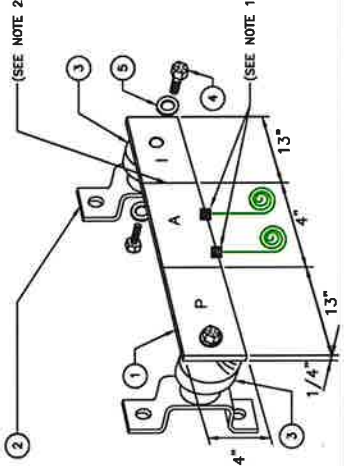
SECTION "I" - ISOLATED GROUND ZONE

- (AT&T) ALL ISOLATED GROUND REFERENCE
- (AT&T) GROUND WINDOW BAR

DETAIL NOTES:

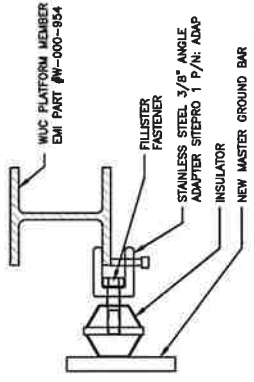
- EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. INSULATE WITH 1/2" INSULATION AND PROVIDE PARALLEL EXOTHERMIC WELD.
- THE INSTALLER SHALL USE PERMANENT MARKER TO DRAW THE LIKE BETWEEN SECTION AND LABEL EACH SECTION ("P", "A", "I" WITH 1" HIGH LETTERS

NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"x4"x12'	SOLID GROUND BAR
2	2	A-6058	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-11x1" H.H.C.S.
5	4	3015-8	5/8" LOCKWASHER



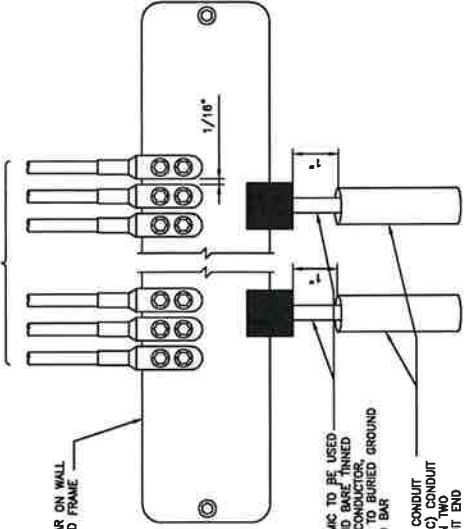
MASTER GROUND BAR DETAIL

STAINLESS STEEL 3/8" ANGLE ADAPTER SITEPRO 1 P/N: ADAP



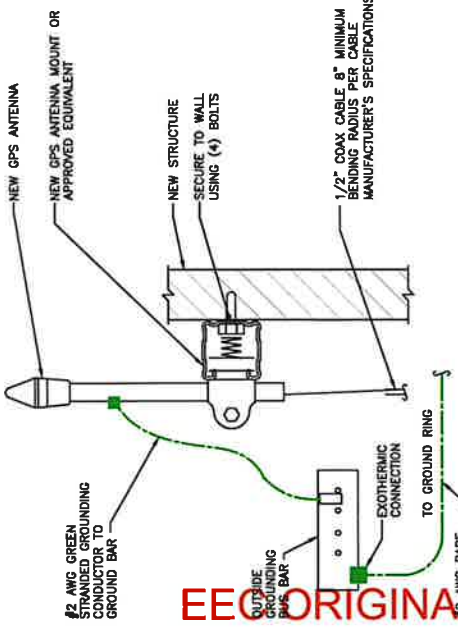
ANGLE ADAPTER DETAIL

FOLLOW P.1 GUIDELINES FOR CONNECTING GROUNDS



- (3) TWO EXOTHERMIC TO BE USED WITH #2 AWG SOLID BARE TINNED COPPER GROUND CONDUCTOR. EXOTHERMIC WELD TO BURIED GROUND RING AND GROUND BAR
- PVC NONMETALLIC CONDUIT SHALL BE USED WITH MINIMUM 1/2" INCHES OF CONDUIT END

MAIN GROUND BAR DETAIL



GPS ANTENNA GROUNDING

EECORIGINAL PKG



WESTCHESTER SERVICES, LLC
 404 PAVA GLEN
 BARRINGTON, IL 60010
 TEL: 815.396.7700
 FAX: 815.397.1080
 ac@westchesterservices.com
 03/15/10 - 1/12/2010

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MN
 CHECKED BY: RSM

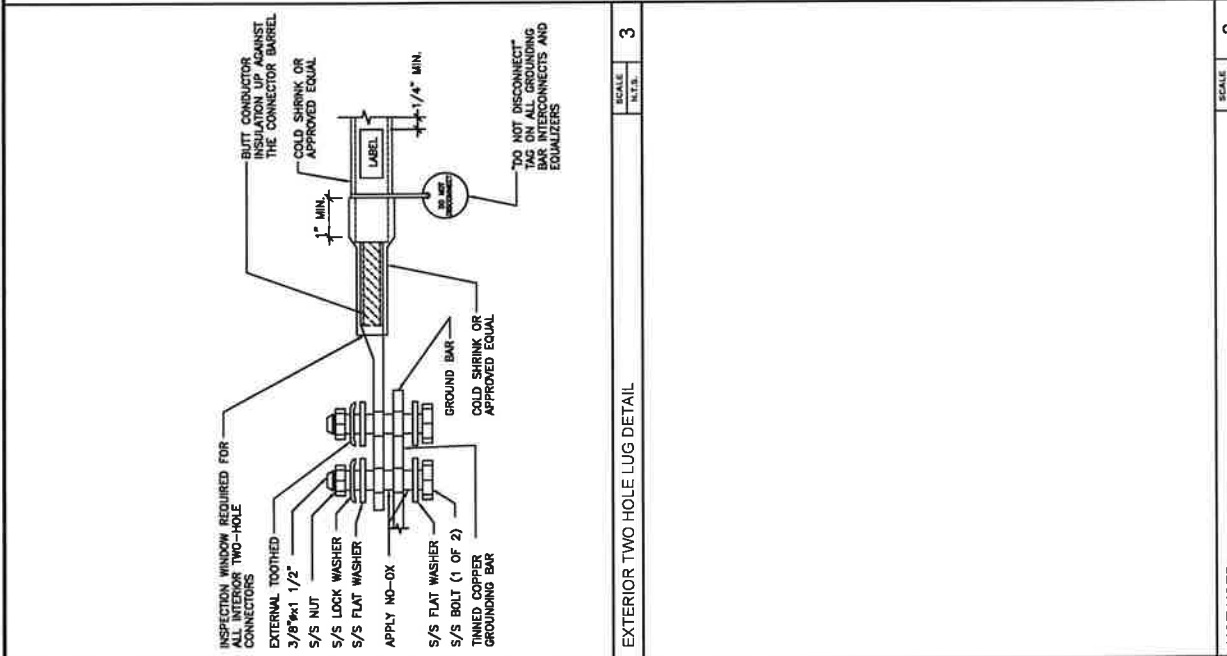
REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA."

SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 5751 N. CA
 BRANLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**GROUNDING
 DETAILS**

SHEET NUMBER
G3.2



NOT USED	SCALE N.T.S.	4	NOT USED	SCALE N.T.S.	2	EXOTHERMIC WELD DETAILS	SCALE N.T.S.	1
----------	--------------	---	----------	--------------	---	-------------------------	--------------	---

EEC ORIGINAL PKG



WESTCHESTER
 4243 VIA GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847.279.0070
 ac@westchester.com

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MN
 CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

*I HEREBY CERTIFY THAT THESE PLANS WERE
 SUPERVISED AND THAT I AM A DULY REGISTERED
 ARCHITECT UNDER THE STATE OF
 CALIFORNIA.

SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 5175 CAJ/6
 BRAVERLY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 SIGNAGE

SHEET NUMBER
 SIGNAGE



ALERTING SIGN
 (FOR PROPANE)



ALERTING SIGN
 (FOR DIESEL FUEL)



ALERTING SIGN
 (FOR CELL SITE BATTERIES)

GENERAL SIGNAGE GUIDELINES

Structure Type	INFO SIGN #1	INFO SIGN #2	INFO SIGN #3	INFO SIGN #4	Striping	NOTICE SIGN	CAUTION SIGN
Towers Monopole/Monopole Monopole	entrance gates OR on the exterior OR on the exterior cabinets	On backside of Antennas	On backside of Antennas	entrance gates OR on the exterior OR on the exterior cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
SCE Tower w/ 57' Tower w/ high voltage	entrance gates OR on the exterior OR on the exterior cabinets	On backside of Antennas	On backside of Antennas	entrance gates OR on the exterior OR on the exterior cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Light Poles / Flag Poles	entrance gates OR on the exterior OR on the exterior cabinets	On backside of Antennas	On backside of Antennas	entrance gates OR on the exterior OR on the exterior cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Utility / Wood Poles (UP)	entrance gates OR on the exterior OR on the exterior cabinets	On backside of Antennas	On backside of Antennas	entrance gates OR on the exterior OR on the exterior cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Merchandise, mounted on tower-UP poles	entrance gates OR on the exterior OR on the exterior cabinets	On backside of Antennas	On backside of Antennas	entrance gates OR on the exterior OR on the exterior cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Roof Tops At all access points to the roof On Antennas On Antennas antennas mounted facing outside the building Roof/over Graph	X X X X X	X X X X X	X X X X X	X X X X X			
Reflection area is within 3ft from antenna	X				diagonal yellow striping act to show view graph		
Reflection area is beyond 3ft from antenna	X						
Church Steeple	Access to steeple	On backside of Antennas	On backside of Antennas	Access to steeple		Caution sign at the antenna	Caution sign at the antenna
Water Stations	Access to ladder	On backside of Antennas	On backside of Antennas	Access to ladder		Caution sign at the antenna	Caution sign at the antenna

Notes for Installer Use
 1. Entry NOTICE, CAUTION signs need to be posted at each sector as close as possible to the outer edge of the street or area on the outer antennas of the sector.
 2. If Roof/over Steeple - Notice Sign, base and yellow = Caution Sign, only yellow = Caution Sign to be replaced.
 3. Should the required striping area extend to the any structures or equipment (A.C. vents, roof hatch, doors, other antennas, dishes, etc.), please notify AT&T to modify the striping area prior to starting the work.

SIGNAGE GUIDELINES CHART



ALERTING SIGN
 (FOR CELL SITE BATTERIES)



ALERTING SIGN
 (FOR CELL SITE BATTERIES)

WARNING!
 PROCEED WITH CAUTION
 BEYOND THIS POINT YOU ARE ENTERING A CONTROLLED AREA WHERE RF EMISSIONS MAY EXCEED THE FCC OCCUPATIONAL EXPOSURE LIMITS.
 FOLLOW ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN A RF ENVIRONMENT.

**PROPERTY OF AT&T
 AUTHORIZED PERSONNEL ONLY**

IN CASE OF EMERGENCY, OR PRIOR TO DEPARTURE, CALL 800-433-2622 AND REFER TO CELL SITE NUMBER.

NOTICE
 ACTIVATION REQUIRED
 ACTIVATION REQUIRED FOR THIS SERVICE.
 VISIT www.att.com FOR MORE INFORMATION.
 FROM THIS POINT ON, YOU ARE ENTERING A CONTROLLED AREA WHERE RF EMISSIONS MAY EXCEED THE FCC OCCUPATIONAL EXPOSURE LIMITS.
 FOLLOW ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN A RF ENVIRONMENT.

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INFORMACION
 ACTIVATION REQUIRED
 ACTIVATION REQUIRED FOR THIS SERVICE.
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 FOLLOW ALL POSTED SIGNS AND SITE GUIDELINES FOR WORKING IN A RF ENVIRONMENT.

STAY BACK 3 FEET FROM ANTENNA

STAY BACK 3 FEET FROM ANTENNA

Lease

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

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 3rd 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 Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

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:

EEC ORIGINAL PKG

Licensors 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 **Exhibit "A"**, 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 Exhibit "A" 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 sublicensees 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 sublicensees 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 CG2417 Contractual 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: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: Chris Doble

BY: Robert Ravielle

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

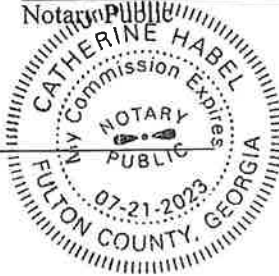
STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2021, 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, 2021.

Catherine Habel

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 3rd day of May, 2022, Chris D. Goble before me personally appeared 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 3rd day of May, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2026

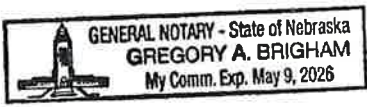


Exhibit A

Location Print Depicting the Premises



JOHN M. BANKS
ARCHITECT
 504 FOX CLEN
 BARRINGTON, CA 92007
 TEL: (619) 447-2777
 FAX: (619) 447-2777
 EMAIL: JMBANKS@JOHNMBANKSARCH.COM

WESTCHESTER SERVICES LLC
 604 FOX CLEN
 BARRINGTON, CA 92007
 TEL: (619) 447-2777
 FAX: (619) 447-2777
 EMAIL: INFO@WESTCHESTERTELECOM.COM

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

DRAWN BY: MRM
 CHECKED BY: RSM

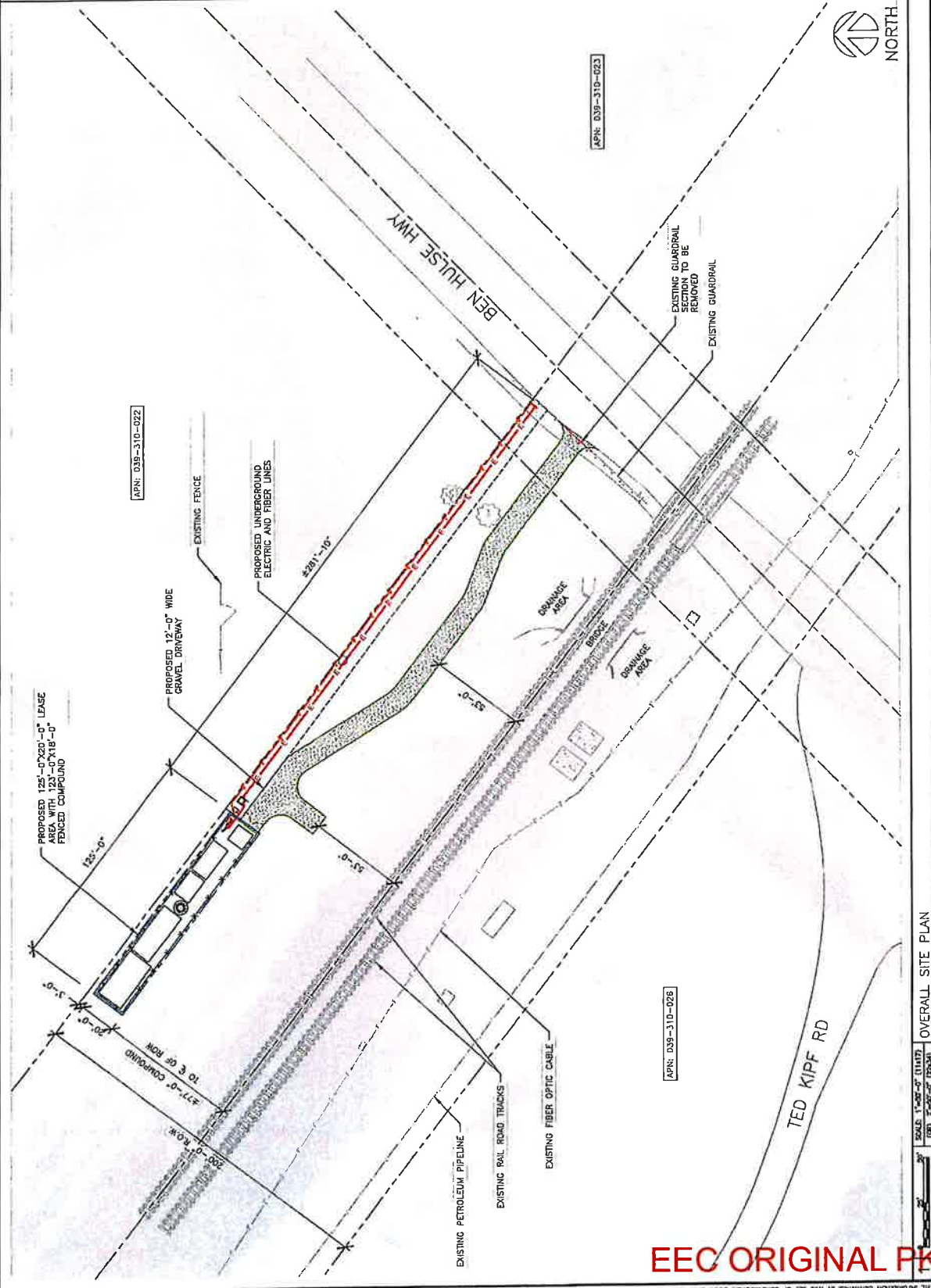
REV	DATE	DESCRIPTION
A	01/12/23	LEASE EXHIBIT
B	01/17/23	REVISED LE
C	02/01/23	REVISED LE

THIS EXHIBIT IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT. ANY WORK TO BE PERFORMED BY THE CONTRACTOR SHALL BE SUBJECT TO THE STANDARD TERMS AND CONDITIONS OF THE STATE OF CALIFORNIA.

FA 110065894
 SITE NAME
 BEN HULSE
 SITE ADDRESS
 TED KIFF ROAD
 IMPERIAL COUNTY

SHEET TITLE
 OVERALL SITE PLAN

SHEET NUMBER
 LE-1



OVERALL SITE PLAN



EEC ORIGINAL PKG

THE PORTION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE ARCHITECT. ANY USE OR REPRODUCTION OF THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS STRICTLY PROHIBITED.



**JOHN M. BANKS
ARCHITECT**
1000 N. 10TH ST.
BARRINGTON, IL 60010
TELEPHONE: 847-377-0070
FAX: 847-377-0070
WWW.JMBANKSARCHITECTS.COM

**WESTCHESTER
SERVICES LLC**
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-377-0070
FAX: 847-377-0070
info@westchesterservices.com

LEASE EXHIBIT
NOT FOR CONSTRUCTION

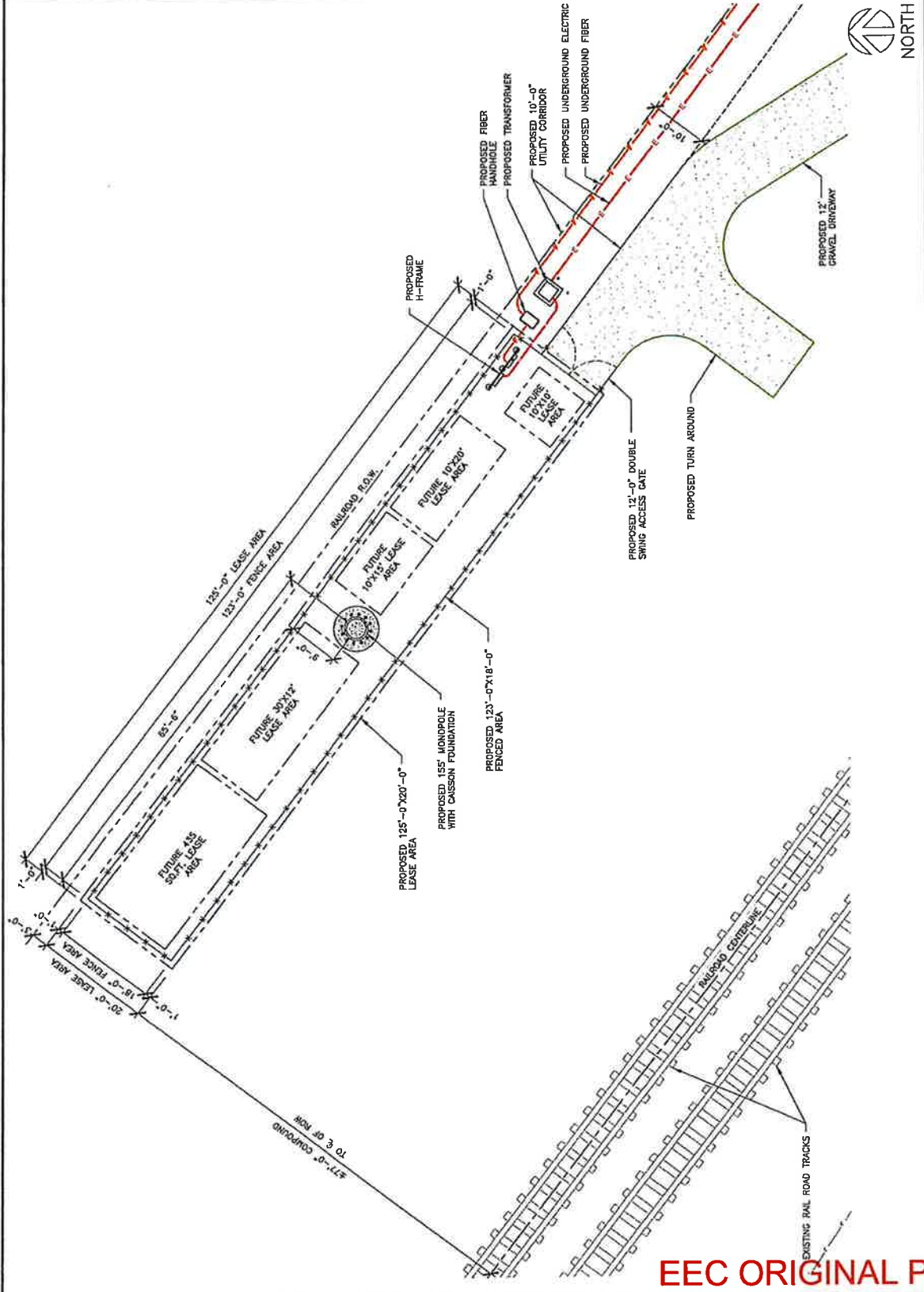
DRAWN BY:	BN	
CHECKED BY:	RSJ	
REV	DATE	DESCRIPTION
A	01/12/23	LEASE EXHIBIT
B	01/17/23	REVISED LE
C	03/07/23	REVISED LE

*NEEDS CARRY, MAY THESE PLANS NOT BE USED FOR CONSTRUCTION AND THAT IT IS A MUST MICROSOFT AND THAT IT IS A MUST OF THE STATE OF CALIFORNIA.

FA # 10066994
SITE NAME:
BEN HULSE
TED KIFF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
ENLARGED
SITE PLAN

SHEET NUMBER
LE-2



ENLARGED SITE PLAN

SCALE: 1/8"=1'-0" (11x17)
DATE: 10-11-23 (2308)

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPERTY OF INQUIRE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CONTRACT SERVICES IS STRICTLY PROHIBITED.



**JOHN M. BANKS
ARCHITECT**
1004 FOX GLEN
BARRINGTON, IL 60010
TEL: PHONE 847-277-0000
FAX: 847-277-0000
EMAIL: jmbanks@jmbanksarchitects.com

**WESTCHESTER
SERVICES LLC**
604 FOX GLEN
BARRINGTON, IL 60010
TEL: PHONE 847-277-0000
FAX: 847-277-0000
email: westchester@westchester.com

LEASE EXHIBIT
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

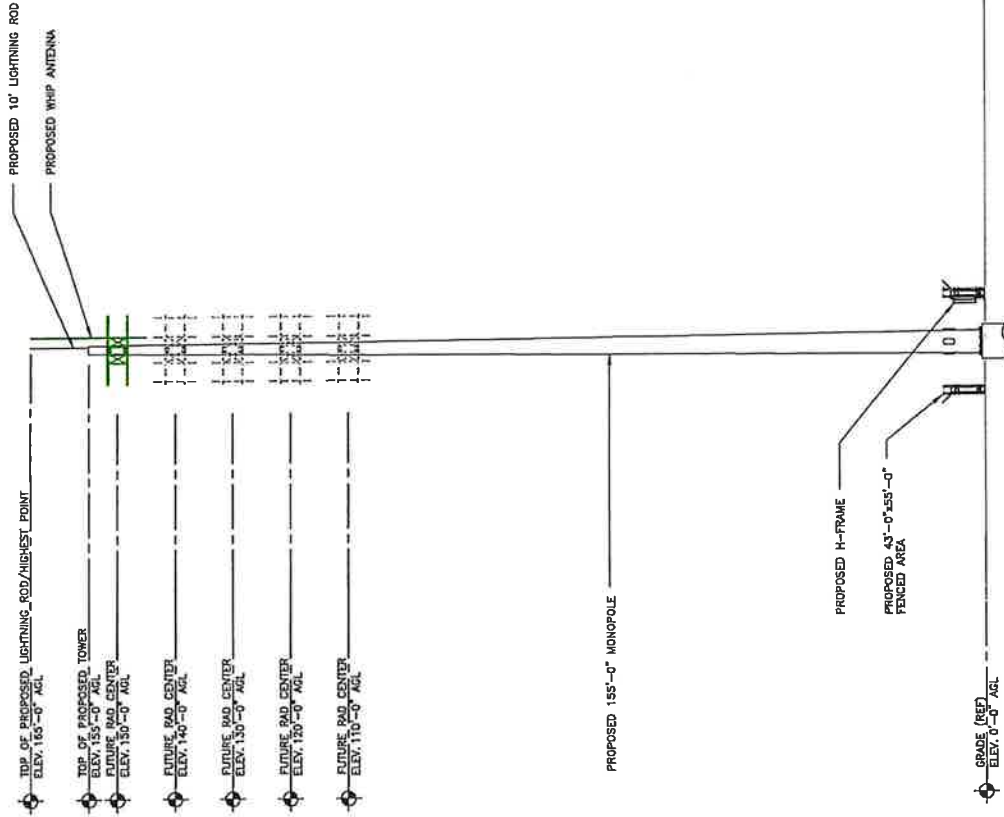
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

* I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

PA # 10066994
SITE ADDRESS
BEE HULSE
SITE ADDRESS
TED KIFF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
LE-3



TOWER ELEVATION

SCALE: 1"=50'-0" (11/17)
1/8"=20'-0" (02/23)

EEC ORIGINAL PKG



**JOHN M. BANKS
ARCHITECT**
BARRINGTON, IL 60010
TEL: PHONE 847-277-0000
FAX: 847-277-0000
EMAIL: johnbanks@jmbanksarch.com

**WESTCHESTER
SERVICES LLC**
604 FOX GLEN
HUNTSVILLE, AL 35894
TEL: PHONE 847-277-0070
FAX: 847-277-0080
a@westchesterllc.com

LEASE EXHIBIT
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

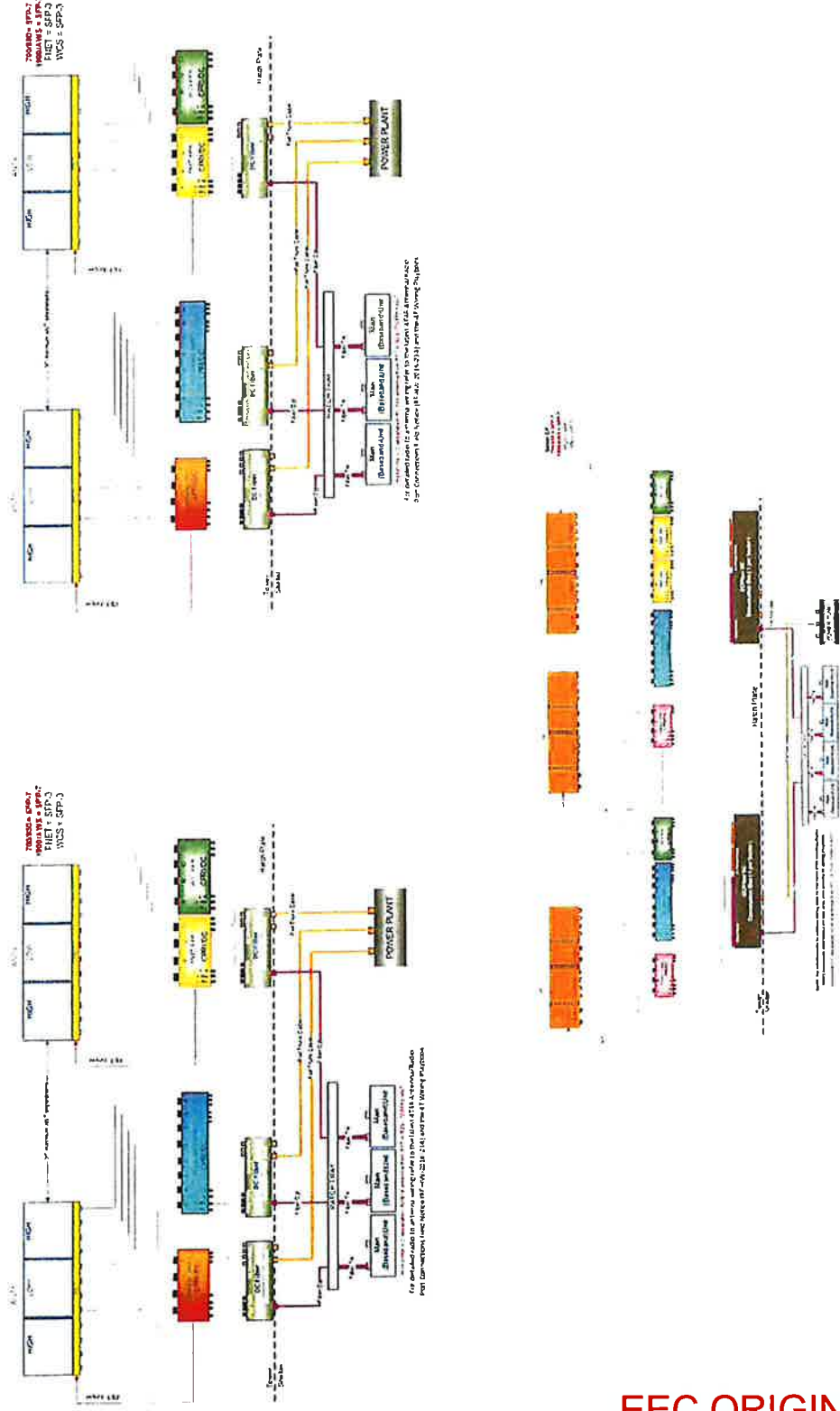
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

I HEREBY CERTIFY THAT I HAVE PREPARED THIS DOCUMENT AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE PROVISIONS OF THE STATUTE OF CALIFORNIA.

PA # 10068894
SITE ADDRESS:
BEN HUI SE
SITE ADDRESS:
TED KIFF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
PLUMBING
DIAGRAM

SHEET NUMBER
LE-4



EEC ORIGINAL PKG

PLUMBING DIAGRAM

SCALE - N.T.S.

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. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** 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. **Inspections.** 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

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:

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

(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. **Compliance With Laws.** 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.

H. **No Interference or Delays.**

(i) 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 "NOTIFICATION; 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. **Supervision**. 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. **Suspension of Work**. 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. **Explosives**. 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. **Protection of Subsurface Facilities on Licensor's Property**. 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. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** 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
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 May, 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]

EEC ORIGINAL PKG

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

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II,-A LLC

BY: Chris Doble

BY: Robert Ravielle

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
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.

Catherine Habel



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

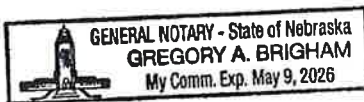
STATE OF Nebraska)
) ss.:
COUNTY OF DeWatrie)

On this 3rd day of May, 2022, before me personally appeared Chris D. Goble 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 3rd day of May, 2022.

G.A. Brigham
Notary Public

My Commission Expires:



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.

**ATTACHMENT "H"-
ALUC PACKAGE**



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

TO: Chairman Mike Goodsell
Vice-Chairman Jenell Guerrero
Commissioner Dennis Logue
Commissioner Sylvia Chavez
Commissioner Jerry Arguelles

FROM: Jim Minnick, Secretary
Planning & Development Services Director

SUBJECT: Public Hearing for the consideration of a proposed 155-foot monopole tower with a 10'0" lighting rod for a total height of 165'-0" (Conditional Use Permit #23-0009 & V #23-0003) located at 5395 E Hwy 78, Brawley (APN 039-310-019; Latitude 32° 59' 53.2068"N – Longitude 115° 4' 17.595"W) to determine Consistency with the Airport Land Use Compatibility Plan (ALUCP). [Luis Valenzuela, Planner I] (ALUC 04-23)

DATE OF REPORT: July 19, 2023

AGENDA ITEM NO: 2
HEARING DATE: July 19, 2023
HEARING TIME: 6:00 p.m.
HEARING LOCATION: County Administration Center
Board of Supervisors Chambers
940 Main Street
El Centro, CA 92243

STAFF RECOMMENDATION

It is Staff's recommendation that the Airport Land Use Commission finds the proposed 155-foot monopole tower with a 10'-0" lightning rod for a total height of 165'-0", located at 5395 E Hwy 78, Brawley, CA 92227 to be consistent with the 1996 Airport Land Use Compatibility Plan.

SECRETARY'S REPORT

Project Location:

The proposed 155' monopole tower with a 10'-10" lightning rod for a total height of 165'-0" will be located at 5395 E Hwy 78, Brawley, CA 92227. The property is identified as Assessor's Parcel Number (APN) 039-310-019-000 and is further described as POR SBE 872-13-6A-5 & -7-1 OF TR 37 & SEC 34 13-18 39.34AC Latitude 32° 59' 53.2068"N – Longitude 115° 4' 17.595"W.

Project Description:

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.

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 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 will 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. The proposed wireless communication facility's Radio Frequency (RF) emissions will comply with 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.

General Plan/ALUCP Analysis:

The proposed monopole tower is located within vacant parcel owned by the Union Pacific Railroad Company and is not located near any County Public Airport or airstrip. The nearest airport is the Holtville Airport located approximately sixteen (16) miles west of the project site.

The project site is zoned as S-2 (Recreation/Open Space) on BLM lands per zoning map #70 of the Imperial County Land Use Ordinance.

The Airport Land Use Compatibility Plan (ALUCP), Chapter 2, Policies, Section 2.3, provides "Types of Actions Reviewed" by the Commission, which shall include:

"Any request for variance from a local agency's height limitation ordinance; and any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities" (Section 2.3.3(c)(h), pg. 2-3 & 2-4)

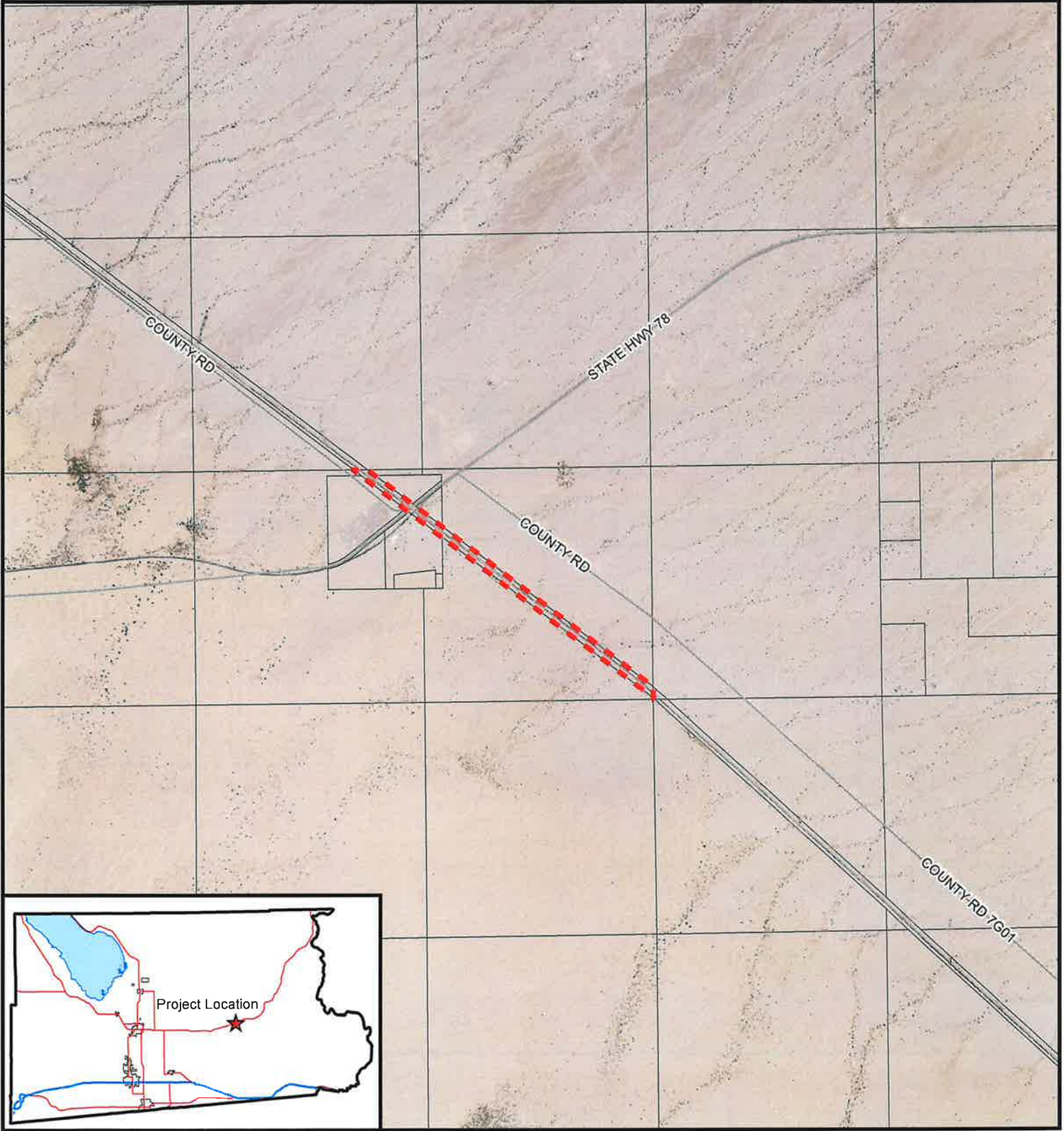
The proposed variance (V#23-0003) and conditional use permit (CUP23-0009) has been submitted for the Airport Land Use Commission's review and determination of consistency with the 1996 Airport Land Use Compatibility Plan (ALUCP) due to the nature of the application (a 165-foot wireless communication facility).

ATTACHMENTS:




- A. Vicinity Map
- B. ALUCP Map
- C. Assessor Plat Map
- D. Site Plan
- E. Application & Supporting Documents
- F. ALUCP Section

ATTACHMENT A
VICINITY MAP

PROJECT LOCATION MAP

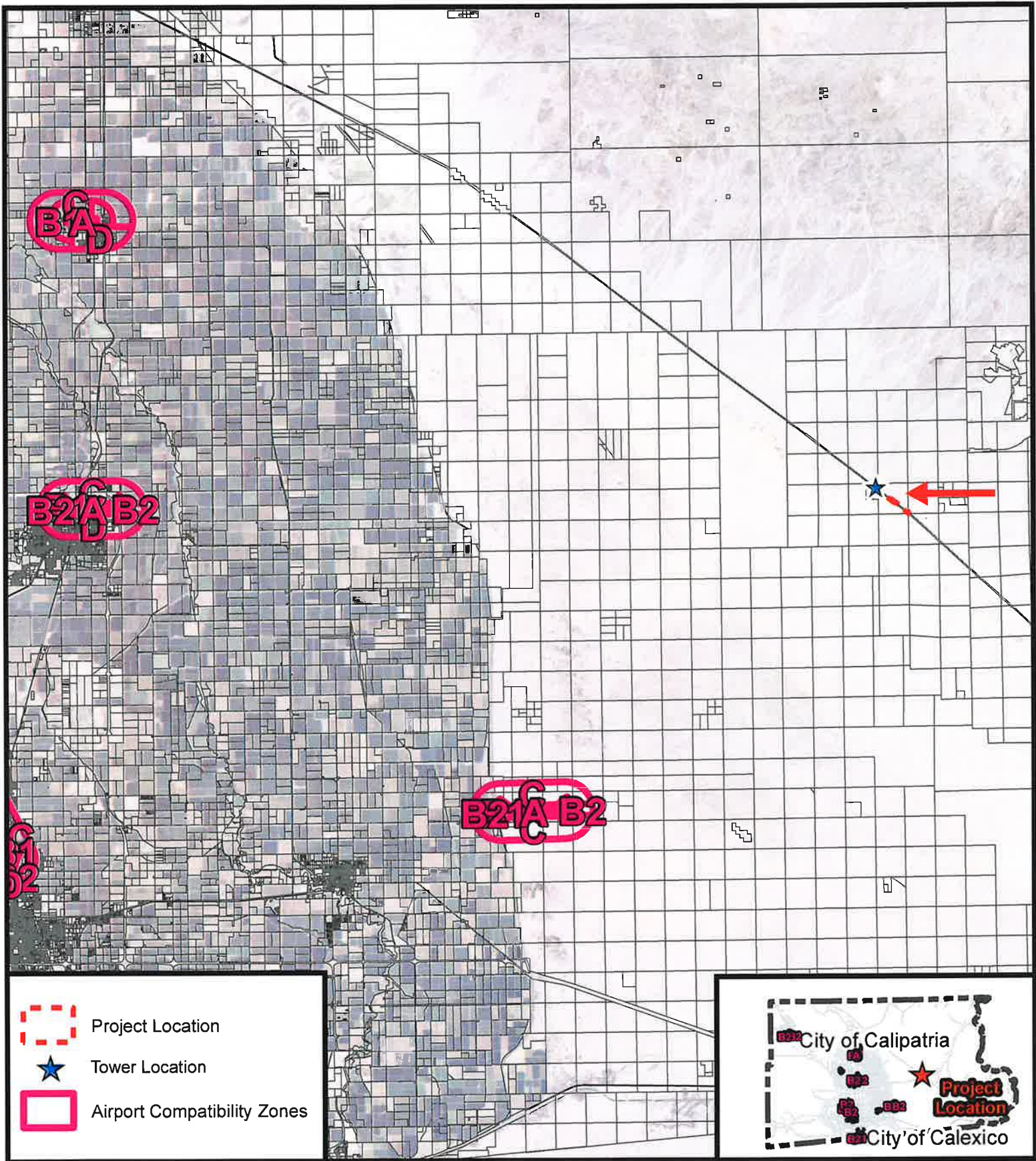


CITYSWITCH
CUP #23-0009 / IS 23-0009 / V 23-0003
APN 039-310-019-000

-  Project Location
-  Centerline
-  Parcels



ATTACHMENT B
ALUCP MAP



IMPERIAL COUNTY AIRPORT LAND USE COMMISSION

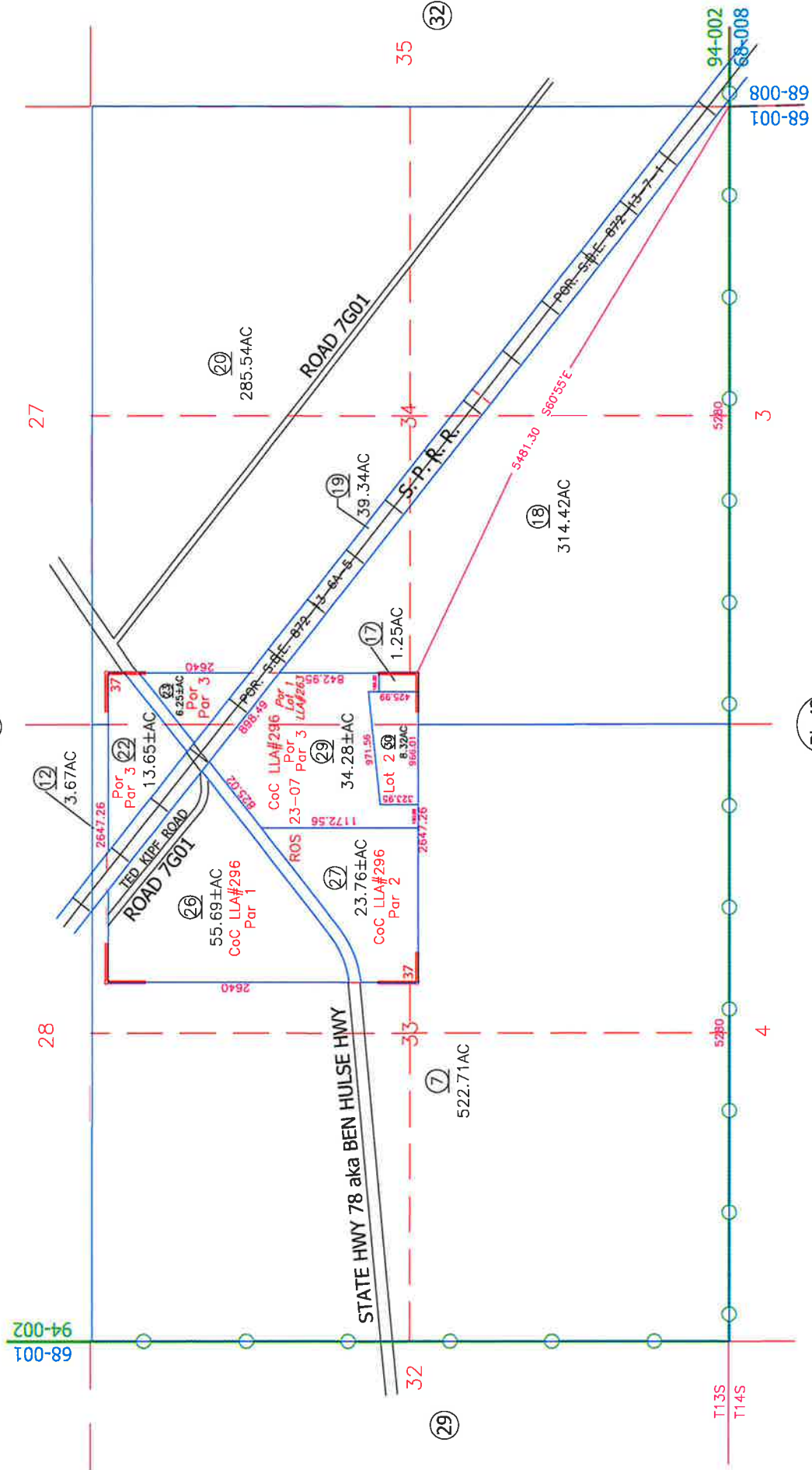
CITYSWITCH

CUP 23-0009 / IS 23-0009 / V 23-0003

APN 039-310-019-000



ATTACHMENT C
ASSESSOR PLAT MAP

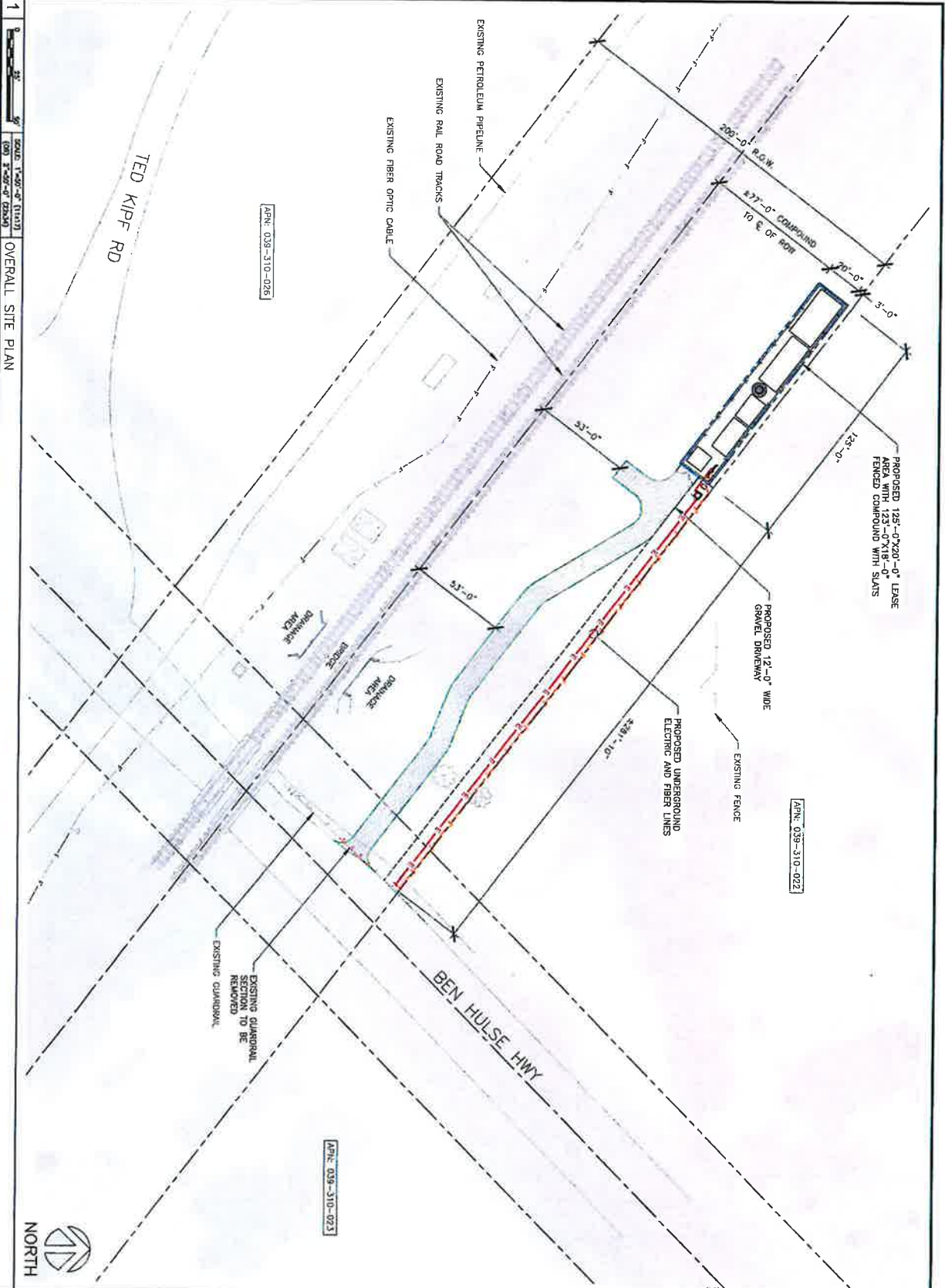


Bk.42
Pg.15

DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX CODE SEC.327)

- 2-10-11 MF
- 1-21-09 MF
- 5-10-73 RM
- REMAP
- From 39-33
- 8-3-71 R. M.
- 1-8-18 MF
- 10-9-17 MF
- 9-20-17 MF
- 6-22-15 MF
- 4-30-14 MF

ATTACHMENT D
SITE PLAN





NORTH

1
SCALE: 1"=50'-0" (1:1500)
(90) 3"=50'-0" (3:1250)

OVERALL SITE PLAN

SITE NAME:
BEN HULSE

SITE ADDRESS:
TED KIPF RD
BRANDY CA 92227
IMPERIAL COUNTY

APNs:
039-310-026
039-310-022
039-310-023

WESTCHESTER
404 FOX CLEN
MARRINGTON, IL 60919
TEL: 815.377.4200
FAX: 815.377.4200
SW@WESTCHESTERTEL.COM

AT&T

LCC
TELECOM SERVICES

CITY SWITCH

ZONING DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	03/19/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. THESE DRAWINGS AND THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SHEET TITLE
OVERALL
SITE PLAN

SHEET NUMBER
C-1

ATTACHMENT E
APPLICATION & SUPPORTING
DOCUMENTS



RECEIVED

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



**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**

Letter of Application

April 3, 2023

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

RECEIVED

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.

Sincerely,



CONDITIONAL USE PERMIT

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. APPLICANT'S NAME Michael Bieniek, AICP / Allison R. Burke (Agents)	EMAIL ADDRESS mbieniek@lcctelecom.com / aburke@shermanhoward.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 10700 W. Higgins, Ste 240, Rosemont, IL / 675 15th Ste 2300 Denver, CO	ZIP CODE 60018 / 80202	PHONE NUMBER 847-287-1156 / 303-299-8045
4. ENGINEER'S NAME Westchester Services, LLC - Glen L Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
5. MAILING ADDRESS (Street / P O Box, City, State) 3470 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
6. ASSESSOR'S PARCEL NO. 039-310-022	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	ZONING (existing) S-2
7. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway near Ted Kipf Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
9. LEGAL DESCRIPTION <u>See attached lease agreement</u>		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	<u>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.</u>
11. DESCRIBE CURRENT USE OF PROPERTY	<u>Railroad right-of-way</u>
12. DESCRIBE PROPOSED SEWER SYSTEM	<u>N/a</u>
13. DESCRIBE PROPOSED WATER SYSTEM	<u>N/a</u>
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	<u>N/a</u>
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? <u>No permanent employees</u>

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

<u>Michael Bieniek, AICP</u> Print Name	<u>4/11/23</u> Date
<u>[Signature]</u> Signature	
<u>Allison R. Burke</u> Print Name	<u>4/11/23</u> Date
<u>[Signature]</u> Signature	

REQUIRED SUPPORT DOCUMENTS

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

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

CUP #
23-0009

VARIANCE

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 039-310-022	ZONING (existing) S-2	
6. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
8. LEGAL DESCRIPTION <u>See attached lease agreement</u>		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) <u>Maximum allowable height in the S-2 district for a communications tower is 100'</u>		
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY : _____ _____		
10. DESCRIBE THE ADJACENT PROPERTY East <u>vacant parcel</u> West <u>vacant parcel</u> North <u>vacant parcel</u> South <u>vacant parcel</u>		

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

Michael Bieniek AICP 4/11/23
Print Name Date
[Signature]
Signature

Allison R. Burke 4/11/23
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

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

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

V

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.



U.S. TITLE SOLUTIONS

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

2. **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 ATTACHED HERETO**

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 to the subject property.

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 items not indexed or mis-indexed in the County Records.

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

- 4.1 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 Instrument No: 2014001714.

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 Instrument No: 2013019494.

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

5. 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 Book 23, Page 7.

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 Book 1286, Page 821.

6. OTHER UNRECORDED DOCUMENTS

6.1 Property Detail Report

6.2 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.

6.3 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.

Property Detail Report

CA

APN: 039-310-019-000

Imperial County Data as of: 12/29/2021

Owner Information

Owner Name: Southern Pacific Co
Vesting: Corporation
Mailing Address:

Location Information

Legal Description: Per Sbe 87213-6A-5 & 7-1-OT T-37 & Sec 34 13-18 39.34Ac
APN: 039-310-019-000
Munic / Township: Alternate APN: 0393101901
Subdivision: Tmsnp-Rng-Sec:
Neighborhood: Tract #: 37
Elementary School: San Pasqual Valley, Middle School: San Pasqual Valley Unifred
Latitude: 32.99305 Longitude: -115.06406

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:
Buyer Name:
Seller Name:

Price:
Transfer Doc #:
Deed Type:

Occupancy: Unknown
County: Imperial, CA
Census Tract / Block:
Legal Lot / Block:
Legal Book / Page:
High School: San Pasqual Valley,.

Last Market Sale

Sale / Rec Date:
Multi / Split Sale:
1st Mfg Amt / Type:
2nd Mfg Amt / Type:
Seller Name:
Lender:

Sale Price / Type:
Price / Sq. Ft.:
1st Mfg Rate / Type:
2nd Mfg Rate / Type:

Deed Type:
New Construction:
1st Mfg Doc #:
Sale Doc #:
N/A
N/A

Prior Sale Information

Sale / Rec Date:
1st Mfg Amt / Type:
Prior Lender:

Sale Price / Type:
1st Mfg Rate / Type:

Prior Deed Type:
Prior Sale Doc #:
N/A

Property Characteristics

Gross Living Area:
Living Area:
Total Adj. Area:
Above Grade:
Basement Area:
Style:
Foundation:
Quality:
Condition:

Total Rooms:
Bedrooms:
Baths (F/H):
Pool:
Fireplace:
Cooling:
Heating:
Exterior Wall:
Construction Type:

Year Built / E/I:
Stories:
Parking Type:
Garage #:
Garage Area:
Porch Type:
Patio Type:
Roof Type:
Roof Material:

Site Information

Land Use: Public School
State Use: 604 - Schools
County Use:
Site Influence: A
Flood Zone Code: Imperial County
Community Name:

Lot Area: 1,705,374 Sq. Ft.
Lot Width / Depth:
Usable Lot:
Acres: 39.15
Flood Map #:
Flood Panel #:

Zoning:
of Buildings:
Res / Comm Units:
Water / Sewer Type:
Flood Map Date: 09/26/2008
Inside SFHA: True

Tax Information

Assessed Year: 2021
Tax Year: 94-002
Tax Area:
Property Tax:
Exemption:

Assessed Value:
Land Value:
Improvement Value:
Improved %:
Delinquent Year:

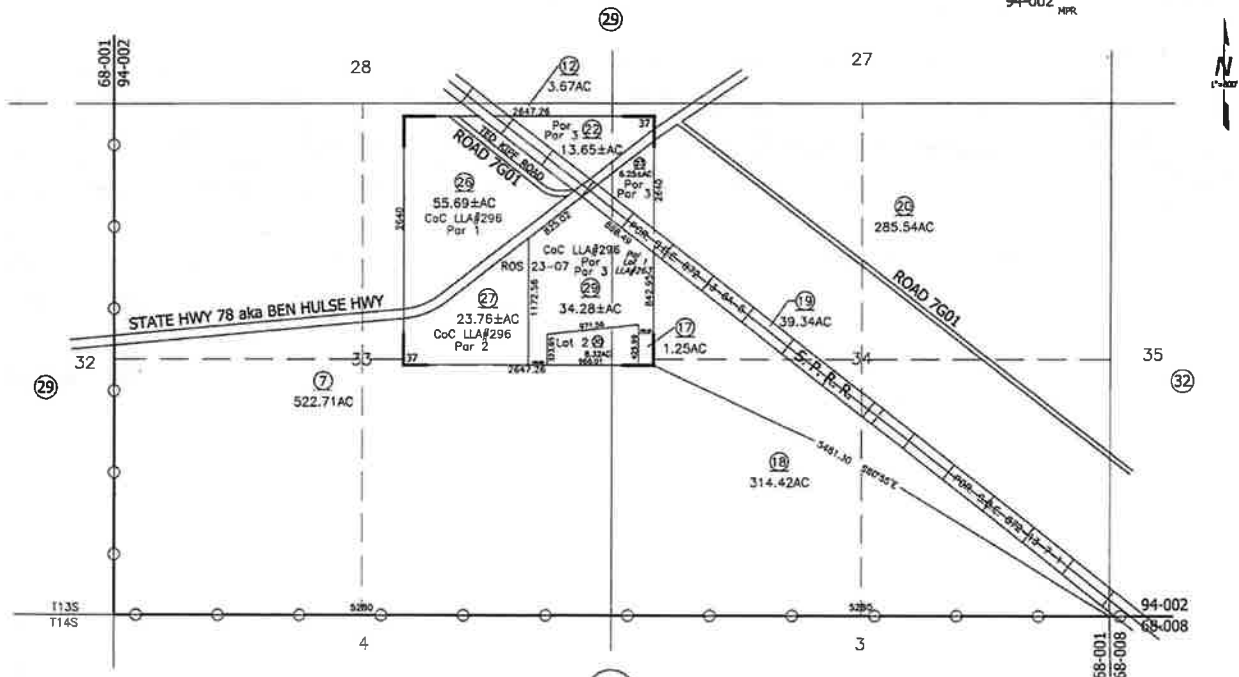
Market Total Value:
Market Land Value:
Market Impov Value:
Market Imprv %:



TRACT 37 & SEC. 33 & 34 T13S, R18E

Tax Area Code
94-002
MPR

39-31



2-10-11 MF
1-21-09 MF
5-10-73 RM
REMAP
FROM 39-33
8-3-71 R. M.

DISCLAIMER
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR, (REV. & TAX CODE SEC.327)

Bk 42
Pg 15



WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, done by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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, to-wit:

A strip of land 100 feet wide across the west end of Tract 90 in Township 14 South, Range 18 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 8640.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running North and South along the westerly line of said Tract 90, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD and and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Irving H. Shaw (Seal)
Virginia Shaw (Seal)
Orville H. Shaw (Seal)
Estelle Shaw (Seal)

L.R.S. \$1.00 CMB 7/24/28

State of California }
County of Imperial } ss

On this 14th day of July in the year nineteen hundred and 28, before me, Elmer Smith, a Notary Public in and for said County of Imperial, State of California, residing therein, duly commissioned and sworn, personally appeared Irving H. Shaw & Virginia Shaw, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Elmer Smith Notary Public in and for the
County of Imperial, State of California.

(NOTARIAL SEAL)

State of California }
County of Los Angeles } ss

On this 24th day of July, A. D. 1928, before me, C. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Orville H. Shaw and Estelle Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

C. S. Champion Notary Public in and for
said County and State.

(NOTARIAL SEAL)

Recorded at Request of Pioneer Title Insurance Company, Aug 1 1928, at

30 min past 9 A. M., in Book 2 Page 801 of Official Records, Imperial County Records.

31st E. Mohay County Recorder

Fees \$1.20

By D. Cole, Deputy

MYELLA SHAW ET CON

TO

IMPER CALIFORNIA RAILWAY COMPANY

11407

THIS INSTRUMENT, Made this 9th day of July, 1923, between MYELLA SHAW and O. N. SHAW, her husband, both of Melville, Imperial County, California, parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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: to-wit:

A strip of land 100 feet wide across Tract 74 Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 1200.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south through the middle of said Tract 74, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 2.000 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances therewith belonging, or in anywise appertaining, and the reversion and remainder, rents and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

I.N.S. \$1.00 Cancelled CM 7/24/23

Myella Shaw (Seal)

Form Correct

O. N. Shaw (Seal)

M. W. Sanger, Contract Attorney

Form Approved: 2-26-22 Wm. F. Larkin,

Vice Pres. & Chief Counsel M.

State of California
County of Los Angeles

On this 9th day of July, A.D. 1923, before me, O. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Myella Shaw and O. N. Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me

FIRST That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.

SECOND That second party shall construct suitable waste ditch with house and drop box on premises of first party immediately east of the easterly line of the premises herein conveyed; said ditch and boxes to be maintained by the first party.

THIRD That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Fred W. Thatcher (S&A)
Hubert E. Thatcher (S&A)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 10th day of July in the year nineteen hundred and twenty-three A.D. before me Frances A. Kearney a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Thatcher and Hubert E. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(NOTARIAL SEAL) Frances A. Kearney, Notary Public in and for
Los Angeles County, State of California
My Commission Expires August 18, 1928.

Recorded at request of The Peoples Abstract & Title Company Sept 20, 1923 at 6
Min Past 9 A.M. in Book 2 Page 384 of OFFICIAL RECORDS Imperial County Records.
Fees, \$1.20
Bird K. Hobby, County Recorder
By L. M. Martin, Deputy

In said County the day and year in this certificate first above written.
(NOMINAL SEAL)

Peter J. Roberts Notary Public in and for
Imperial County, State of California.

Recorded at request of THE TRUSTS ABSTRACT & TITLE COMPANY Aug 16 1928
at 1 min past 9 A.M. in Book 10, Page 187 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

EDD H. HONEY, County Recorder.
By M. Anderson, Deputy.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ellen Hoover Hubbard, do hereby certify and declare that a certain
Mortgage, bearing date the 12th day of July 1928, made and executed by Myron B. Witter
and M. Nibel Witter, his wife, Mortgagees to Ellen Hoover Hubbard, Mortgagee, recorded
in the office of the County Recorder of the County of Imperial, State of California, in
Book 88 of Mortgages, at page 16 on the 12th day of September 1928; together with the
debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 9th day of July
1928,
Ellen Hoover Hubbard (SEAL)

R. Donald Davis
Cora B. Anderson
STATE OF MICHIGAN }
COUNTY OF CALHOUN } ss

On this 9 day of July in the year of our Lord one thousand nine hundred and
twenty three before me, R. Donald Davis a Notary Public in and for said County and
State, personally appeared Ellen Hoover Hubbard known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that she executed the same,
WITNESS my hand and official seal.

(NOMINAL SEAL) R. Donald Davis Notary Public in and for said
Calhoun County, State of Michigan.
My commission expires Aug 28/24.

Recorded at request of THE TRUSTS ABSTRACT & TITLE COMPANY Aug 16 1928 at
1 min past 9 A.M. in Book 10, Page 188 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

EDD H. HONEY, County Recorder.
By M. Anderson, Deputy.

ASSIGNMENT OF MORTGAGE.

(SEAL OR CHATTEL)

KNOW ALL MEN BY THESE PRESENTS: That W. E. King and W. B. Hammett the parties of the
first part, for and in consideration of the sum of One Dollar in gold coin of the United
States of America to us in hand paid by G. D. Mullis, Agent, the party of the second
part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain,

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 such compensation as is earned by individuals rendering service to the Inter-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

1b RECORDING REQUESTED BY
and RETURN TO:
California System
215 Montgomery Street
San Francisco, California 94104

47 JOHN V. KENNEDY
COUNTY CLERK

1969 DEC 9 AM 11:10
BOOK 1286 PAGE 821

OFFICIAL REC
IN THE COURT

State of Delaware



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 Merger of the "SOUTHERN PACIFIC COMPANY", merging with and into the "SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth day of November, A.D. 1969, at 6:35 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

In Testimony Whereof, I have hereunto set my hand

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



Eugene Bunting

Secretary of State

R. H. Caldwell

Acting Secretary of State

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" 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 comply 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.

1. 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 co-locators 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) feet).

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.

3. 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.

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 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.

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.

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.

- 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.

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 include 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 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.

- 5. 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 be 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.

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.

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 is 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.

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.

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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.

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 Highway 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.

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

Facilities onto the **CitySwitch** 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 **SBA** 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.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** 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.

7. 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.

8. 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.

AT&T's lease agreement for the **SBA** 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 **CitySwitch** 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



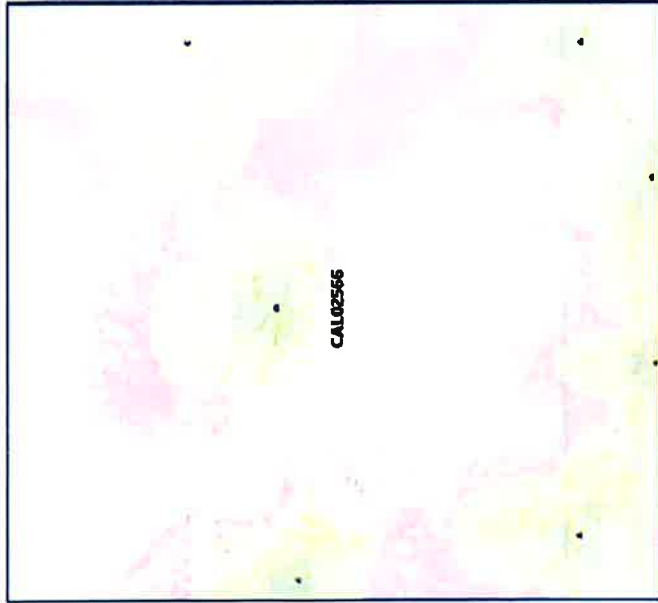
Ben Hill
EA #15297867

Carrier Coverage Plots

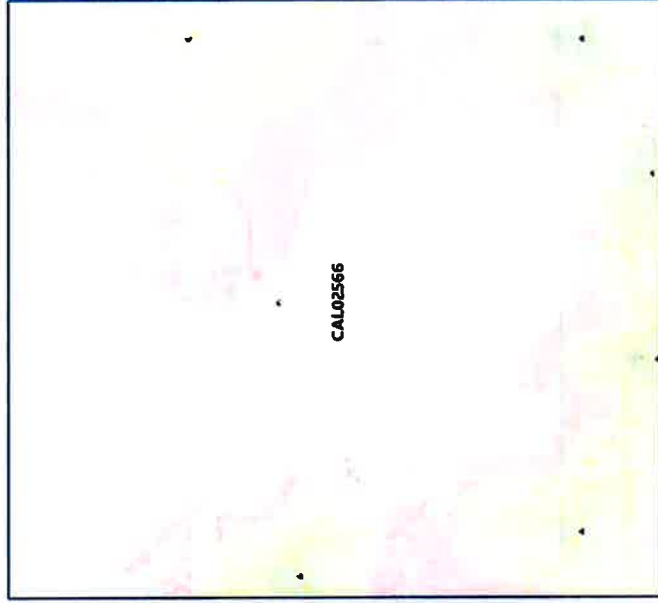
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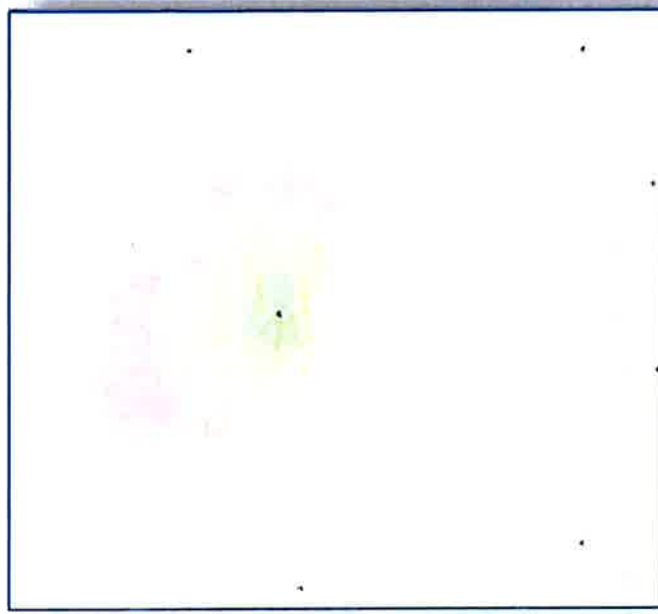
Existing coverage with existing site location



Coverage without site



Existing location coverage only



FAA Determination Letter

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

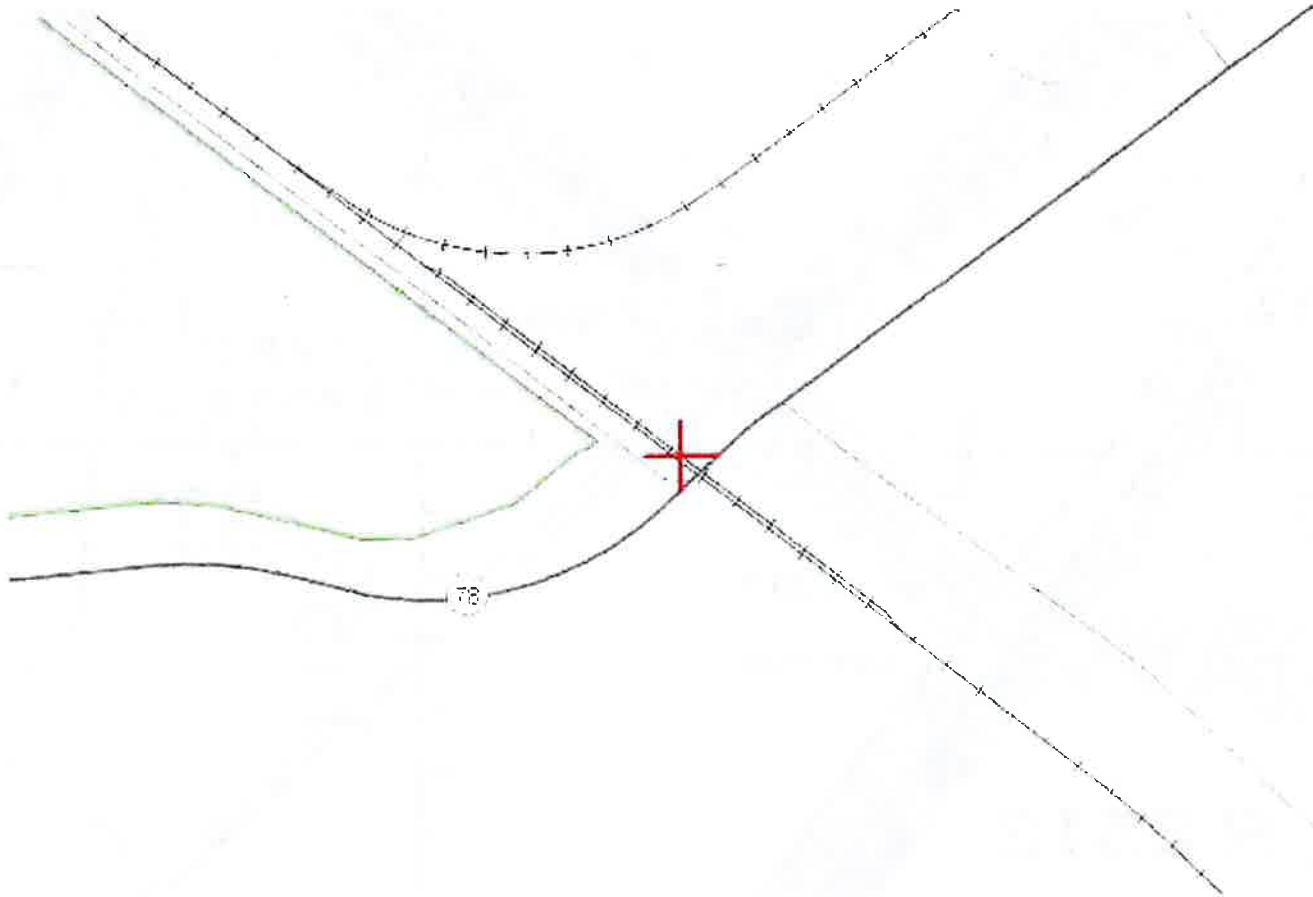
(DNE)

Vivian Vilaro
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

TOPO Map for ASN 2022-AWP-12867-OE



Fall Zone Certification

Site Plan

Title Report
 PREPARED BY: CAL VADA SURVEYING, INC.
 DATE: 08/14/2024

Legal Description

THE ABOVE DESCRIBED PROPERTY IS PART OF THE TRACT OF LAND BEING DESCRIBED IN THE OFFICIAL RECORDS OF THE COUNTY OF SAN DIEGO, CALIFORNIA, AS FOLLOWS: [Detailed description of parcels APN 038-30-022, 038-30-027, and 038-30-029]

Assessor's Parcel No.
 038-30-022

Easements

- 1. EASEMENT FOR WATER & SEWER SERVICE TO BE LOCATED AS SHOWN ON THE PLAT.
- 2. EASEMENT FOR POWER, GAS, TELEPHONE & CABLE SERVICE TO BE LOCATED AS SHOWN ON THE PLAT.
- 3. EASEMENT FOR ACCESS TO BE LOCATED AS SHOWN ON THE PLAT.

Access Route/Lease Area

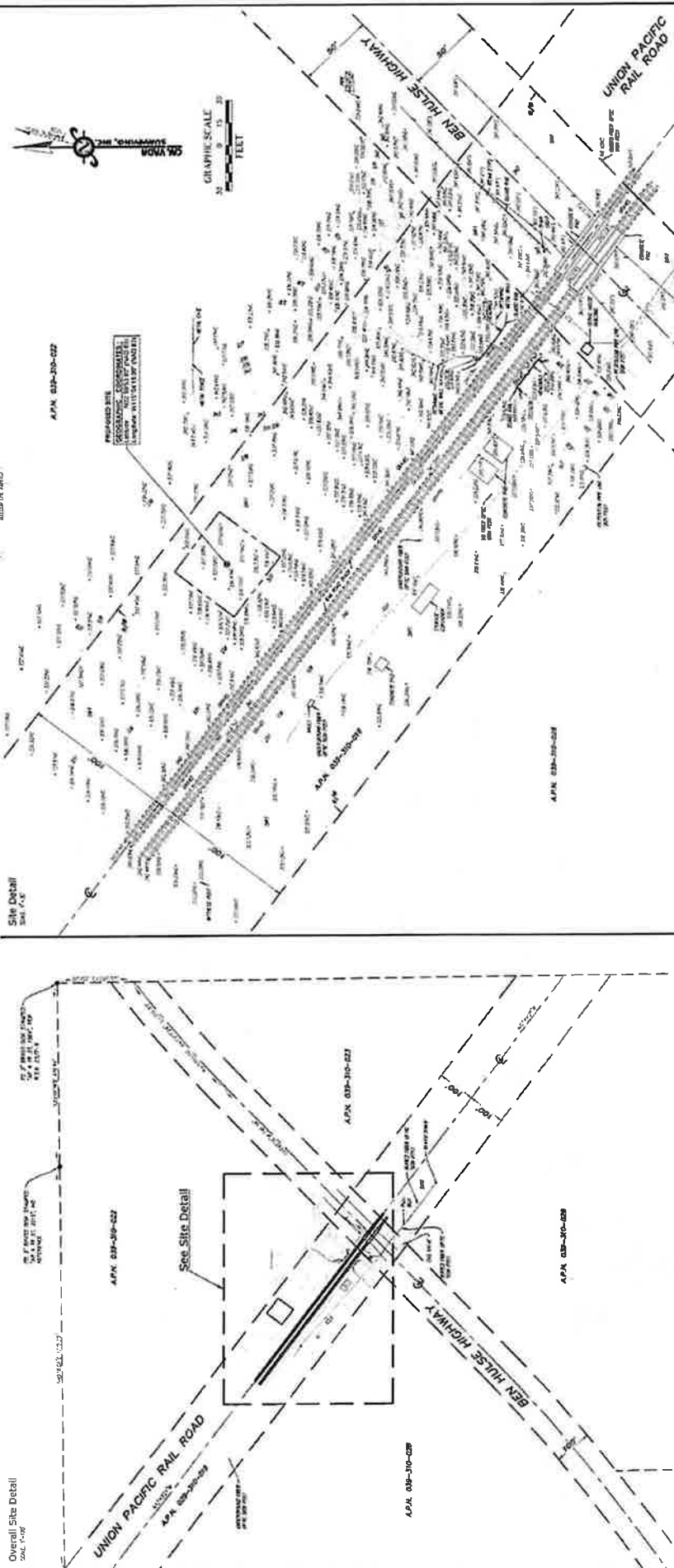
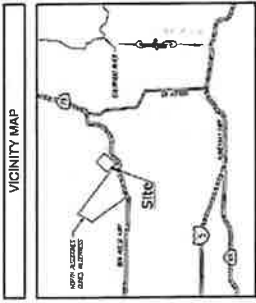
AS SHOWN ON THE PLAT.

Geographic Coordinates at Proposed Site

THE PROPOSED SITE IS LOCATED AT THE INTERSECTION OF THE BOUNDARIES OF PARCELS APN 038-30-022 AND APN 038-30-027. THE COORDINATES OF THE CORNERS OF THE PROPOSED SITE ARE AS FOLLOWS: [Coordinates and bearings]

LEGEND

- PROPERTY BOUNDARIES
- PROPOSED EASEMENT
- PROPOSED ACCESS ROUTE
- EXISTING EASEMENTS
- EXISTING RIGHTS-OF-WAY
- EXISTING UTILITIES
- EXISTING CONDUITS
- EXISTING STRUCTURES
- EXISTING SETBACKS
- EXISTING SURFACE FINISH
- EXISTING ELEVATIONS
- EXISTING DISTANCES
- EXISTING BEARINGS
- EXISTING ANGLE
- EXISTING AREA
- EXISTING PERIMETER
- EXISTING AREA
- EXISTING DISTANCE
- EXISTING BEARING
- EXISTING ANGLE
- EXISTING AREA



REVISIONS	DATE	BY	DESCRIPTION
1	02/18/72	SM-BRITAIN	INITIAL REPORT
2	07/19/72	ZVI	UN-PROFESSIONAL UTILITY LINES

UTILITY STATEMENT	PREPARED FOR	BASIS OF BEARINGS	BENCHMARK
NO UTILITIES LOCATED ON THIS SITE.	UNIVERSITY OF CALIFORNIA, SAN DIEGO	AS SHOWN ON THE PLAT	UNIVERSITY OF CALIFORNIA, SAN DIEGO

SITE INFORMATION	
DATE OF SURVEY	08/14/2024
PROJECT NO.	237-7000
DRAWN BY	ZVI
CHECKED BY	ZVI
DATE OF PLOT	08/14/2024

SURVEYOR OF RECORD
 CAL VADA SURVEYING, INC.
 411 JAMES ST., SUITE 202, CORONA, CA 92626
 PHONE: 951-261-6666 FAX: 951-261-6676
 LICENSE NO. 78328 EST. 1975

CITYSWITCH

AT&T

UNION PACIFIC

LCC TELECOM SERVICES

WESTCHESTER
 4400 W. CENTER ST., SUITE 100
 WESTLAND, MI 48090
 TELEPHONE: 313.777.8878
 FAX: 313.777.8888
 www.westchester.com

ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: **UM**

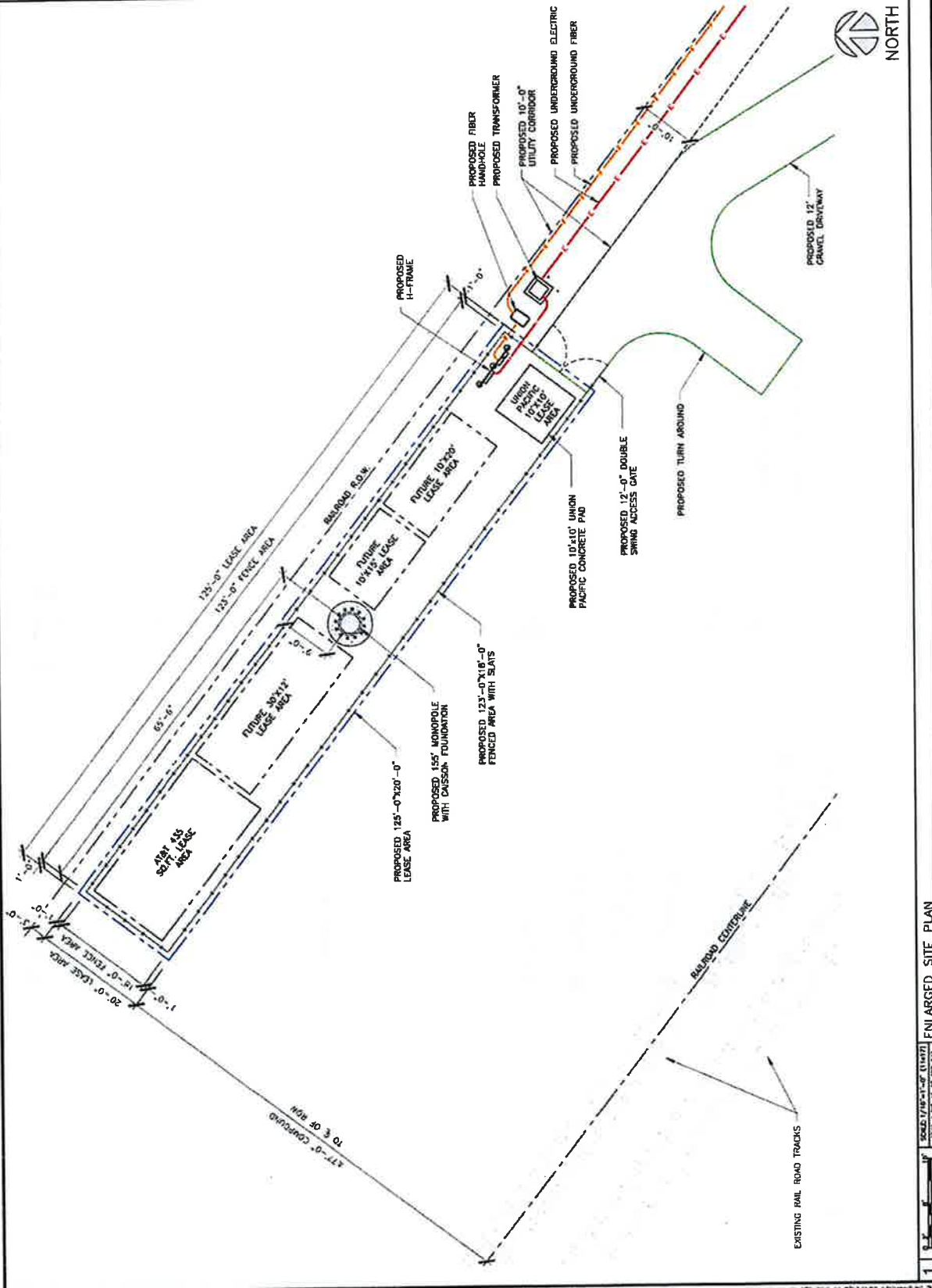
CHECKED BY: **RSB**

REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/23/22	ZONING DRAWINGS

1) THESE DRAWINGS AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF WESTCHESTER TELECOM SERVICES, INC. AND SHALL REMAIN THE PROPERTY OF WESTCHESTER TELECOM SERVICES, INC. IF REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER TELECOM SERVICES, INC.

SITE NAME: BEN HULSE
SITE ADDRESS: 10100 W. HARBOR ROAD
CITY: BRAYLEY, CA 92227
COUNTY: IMPERIAL COUNTY

SHEET TITLE: ENLARGED SITE PLAN
SHEET NUMBER: C-2



1

SCALE 1/8" = 1'-0"

ENLARGED SITE PLAN

Lease

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

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved Exhibit "A" 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:

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.

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.

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:

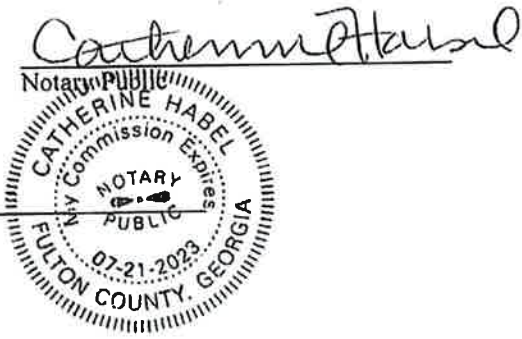
Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2021 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, 2021.



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 3rd day of May, 2022, Chris D. Gobik before me personally appeared 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 3rd day of May, 2022



My Commission Expires:

May 9, 2026



http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

(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. **Compliance With Laws.** 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.

H. **No Interference or Delays.**

(i) 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.

(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. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** 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

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS 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
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II,-A LLC

BY: Chris Doble

BY: Robert Ravielle

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

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.

ATTACHMENT F
ALUCP SECTION

Policies

1. SCOPE OF REVIEW

1. Geographic Area of Concern

The Imperial County Airport Land Use Commission's planning area encompasses:

1. *Airport Vicinity* - All lands on which the uses could be negatively affected by present or future aircraft operations at the following airports in the County and lands on which the uses could negatively affect said airports. The specific limits of the planning area for each airport are depicted on the respective *Compatibility Map* for that airport as presented in Chapter 3.
 - (a) Brawley Municipal Airport.
 - (b) Calexico International Airport.
 - (c) Calipatria Municipal Airport.
 - (d) Holtville Airport.
 - (e) Imperial County Airport.
 - (f) Salton Sea Airport.
 - (g) Naval Air Facility El Centro.

2. **Countywide Impacts on Flight Safety** - Those lands, regardless of their location in the County, on which the uses could adversely affect the safety of flight in the County. The specific uses of concern are identified in Paragraph 2.

3. **New Airports and Heliports** - The site and environs of any proposed new airport or heliport anywhere in the County. The Brawley Pioneers Memorial Hospital has a heliport area on-site.

2. **Types of Airport Impacts**

The Commission is concerned only with the potential impacts related to aircraft noise, land use safety (with respect both to people on the ground and the occupants of aircraft), airspace protection, and aircraft over-flights. Other impacts sometimes created by airports (e.g., air pollution, automobile traffic, etc.) are beyond the scope of this plan. These impacts are within the authority of other local, state, and federal agencies and are addressed within the environmental review procedures for airport development.

3. **Types of Actions Reviewed**

1. **General Plan Consistency Review** - Within 180 days of adoption of the *Airport Land Use Compatibility Plan*, the Commission shall review the general plans and specific plans of affected local jurisdictions to determine their consistency with the Commission's policies. Until such time as (1) the Commission finds that the local general plan or specific plan is consistent with the *Airport Land Use Compatibility Plan*, or (2) the local agency has overruled the Commission's determination of inconsistency, the local jurisdiction shall refer all actions, regulations, and permits (as specified in Paragraph 3) involving the airport area of influence to the Commission for review (Section 21676.5 (a)).

2. **Statutory Requirements** -As required by state law, the following types of actions shall be referred to the Airport Land Use Commission for determination of consistency with the Commission's plan *prior to their approval* by the local jurisdiction:

- (a) The adoption or approval of any amendment to a general or specific plan affecting the Commission's geographic area of concern as indicated in Paragraph 1 (Section 21676 (b)).
- (b) The adoption or approval of a zoning ordinance or building regulation which (1) affects the Commission's geographic area of concern as indicated in Paragraph 1 and (2) involves the types of airport impact concerns listed in Paragraph 2 (Section 21676 (b)).
- (c) Adoption or modification of the master plan for an existing public-use airport (Section 21676 (c)).
- (d) Any proposal for a new airport or heliport whether for public use or private use (Section 21661.5).

3. *Other Project Review* - State law empowers the Commission to review additional types of land use "actions, regulations, and permits" involving a question of airport/land use compatibility if either: (1) the Commission and the local agency agree that these types of individual projects shall be reviewed by the Commission (Section 21676.5 (b)); or (2) the Commission finds that a local agency has not revised its general plan or specific plan or overruled the Commission and the Commission requires that the individual projects be submitted for review (Section 21676.5 (a)). For the purposes of this plan, the specific types of "actions, regulations, and permits" which the Commission shall review include:

- a) Any proposed expansion of a city's sphere of influence within an airport's planning area.
- b) Any proposed residential planned unit development consisting of five or more dwelling units within an airport's planning area.
- c) Any request for variance from a local agency's height limitation ordinance.
- d) Any proposal for construction or alteration of a structure (including antennas) taller than 150 feet above the ground anywhere within the County.

- e) Any major capital improvements (e.g., water, sewer, or roads) that would promote urban development.
- f) Proposed land acquisition by a government entity (especially, acquisition of a school site).
- g) Building permit applications for projects having a valuation greater than \$500,000.
- h) Any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities.

4. Review Process

1. *Timing of Project Submittal* - Proposed actions listed in Paragraph 3.1 must be submitted to the Commission for review prior to approval by the local government entity. All projects shall be referred to the Commission at the earliest reasonable point in time so that the Commission's review can be duly considered by the local jurisdiction prior to formalizing its actions. At the local government's discretion, submittal of a project for Airport Land Use Commission review can be done before, after, or concurrently with review by the local planning commission or other local advisory bodies.
2. *Commission Action Choices* - When reviewing a land use project proposal, the Airport Land Use Commission has a choice of either of two actions: (1) find the project *consistent* with the *Airport Land Use Compatibility Plan*; or, (2) find the project *inconsistent* with the Plan. In making a finding of inconsistency, the Commission may note the conditions under which the project would be consistent with the Plan. The Commission cannot, however, find a project consistent with the Plan subject to the inclusion of certain conditions in the project.

Table 2A
Compatibility Criteria

Imperial County Airport Land Use Compatibility Plan

Zone	Location	Impact Elements	Maximum Densities		Required Open Land ²
			Residential (dw/ac) ¹	Other Uses (people/ac) ²	
A	Runway Protection Zone or within Building Restriction Line	<ul style="list-style-type: none"> High risk High noise levels 	0	10	All Remaining
B1	Approach/Departure Zone and Adjacent to Runway	<ul style="list-style-type: none"> Substantial risk - aircraft commonly below 400 ft. AGL or within 1,000 ft. of runway Substantial noise 	0.1	100	30%
B2	Extended Approach/Departure Zone	<ul style="list-style-type: none"> Significant risk - aircraft commonly below 800 ft. AGL Significant noise 	1	100	30%
C	Common Traffic Pattern	<ul style="list-style-type: none"> Limited risk - aircraft at or below 1,000 ft. AGL Frequent noise intrusion 	8	200	15%
D	Other Airport Environs	<ul style="list-style-type: none"> Negligible risk Potential for annoyance from overflights 	No Limit	No Limit	No Requirement

Zone	Additional Criteria		Examples	
	Prohibited Uses	Other Development Conditions	Normally Acceptable Uses	Uses Not Normally Acceptable
A	<ul style="list-style-type: none"> All structures except ones with location set by aeronautical function Assemblages of people Objects exceeding FAR Part 77 height limits Hazards to flight⁶ 	<ul style="list-style-type: none"> Dedication of aviation easement 	<ul style="list-style-type: none"> Aircraft tiedown apron Pastures, field crops, vineyards Automobile parking 	<ul style="list-style-type: none"> Heavy poles, signs, large trees, etc.
B1 and B2	<ul style="list-style-type: none"> Schools, day care centers, libraries Hospitals, nursing homes Highly noise-sensitive uses Above ground storage Storage of highly flammable materials Hazards to flight⁶ 	<ul style="list-style-type: none"> Locate structures maximum distance from extended runway centerline Minimum NLR⁷ of 25 dBA in residential and office buildings Dedication of aviation easement 	<ul style="list-style-type: none"> Uses in Zone A Any agricultural use except ones attracting bird flocks Warehousing, truck terminals Single-story offices 	<ul style="list-style-type: none"> Residential subdivisions Intensive retail uses Intensive manufacturing or food processing uses Multiple story offices Hotels and motels
C	<ul style="list-style-type: none"> Schools Hospitals, nursing homes Hazards to flight⁶ 	<ul style="list-style-type: none"> Dedication of overflight easement for residential uses 	<ul style="list-style-type: none"> Uses in Zone B Parks, playgrounds Low-intensity retail, offices, etc. Low-intensity manufacturing, food processing Two-story motels 	<ul style="list-style-type: none"> Large shopping malls Theaters, auditoriums Large sports stadiums Hi-rise office buildings
D	<ul style="list-style-type: none"> Hazards to flight⁶ 	<ul style="list-style-type: none"> Deed notice required for residential development 	<ul style="list-style-type: none"> All except ones hazardous to flight 	

Table 2A Continued
Compatibility Criteria

Imperial County Airport Land Use Compatibility Plan

NOTES

- 1 Residential development should not contain more than the indicated number of dwelling units per gross acre. Clustering of units is encouraged as a means of meeting the Required Open Land requirements.
- 2 The land use should not attract more than the indicated number of people per acre at any time. This figure should include all individuals who may be on the property (e.g., employees, customers/visitors, etc.). These densities are intended as general planning guidelines to aid in determining the acceptability of proposed land uses.
- 3 See Policy 2.6.
- 4 These uses typically can be designed to meet the density requirements and other development conditions listed.
- 5 These uses typically do not meet the density and other development conditions listed. They should be allowed only if a major community objective is served by their location in this zone and no feasible alternative location exists.
- 6 See Policy 3.4
- 7 NLR = Noise Level Reduction; i.e., the attenuation of sound level from outside to inside provided by the structure.

BASIS FOR COMPATIBILITY ZONE BOUNDARIES

The following general guidelines are used in establishing the Compatibility Zone boundaries for each civilian airport depicted in Chapter 3. Modifications to the boundaries may be made to reflect specific local conditions such as existing roads, property lines, and land uses. Boundaries for NAF El Centro are modified in recognition of the differences between civilian and military aircraft characteristics and flight tracks.

- A The boundary of this zone for each airport is defined by the runway protection zones (formerly called runway clear zones) and the airfield building restriction lines.

Runway protection zone dimensions and locations are set in accordance with Federal Aviation Administration standards for the proposed future runway location, length, width, and approach type as indicated on an approved Airport Layout Plan. If no such plan exists, the existing runway location, length, width, and approach type are used.

The building restriction line location indicated on an approved Airport Layout Plan is used where such plans exist. For airports not having an approved Airport Layout Plan, the zone boundary is set at the following distance laterally from the runway centerline:

Visual runway for small airplanes	370 feet
Visual runway for large airplanes	500 feet
Nonprecision instrument runway for large airplanes	500 feet
Precision instrument runway	750 feet

These distances allow structures up to approximately 35 feet height to remain below the airspace surfaces defined by Federal Aviation Regulations Part 77.

- B1 The outer boundary of the Approach/Departure Zone is defined as the area where aircraft are commonly below 400 feet above ground level (AGL). For visual runways, this location encompasses the base leg of the traffic pattern as commonly flown. For instrument runways, the

altitudes established by approach procedures are used. Zone B1 also includes areas within 1,000 feet laterally from the runway centerline.

- B2 The Extended Approach/Departure Zone includes areas where aircraft are commonly below 800 feet AGL on straight-in approach or straight-out departure. It applies to runways with more than 500 operations per year by large aircraft (over 12,500 pounds maximum gross takeoff weight) and/or runway ends with more than 10,000 total annual takeoffs.

- C The outer boundary of the Common Traffic Pattern Zone is defined as the area where aircraft are commonly below 1,000 feet AGL (i.e., the traffic pattern and pattern entry points). This area is considered to extend 5,000 feet laterally from the runway centerline and from 5,000 to 10,000 feet longitudinally from the end of the runway primary surface. The length depends upon the runway classification (visual versus instrument) and the type and volume of aircraft accommodated. For runways having an established traffic solely on one side, the shape of the zone is modified accordingly.

- D The outer boundary of the Other Airport Environs Zone conforms with the adopted Planning Area for each airport.

sm/Impcrit.

**ATTACHMENT "I" - CUP#23-0009
APPLICATION & SUPPORTING
DOCUMENTS**

CONDITIONAL USE PERMIT

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. APPLICANT'S NAME Michael Bieniek, AICP / Allison R. Burke (Agents)	EMAIL ADDRESS mbieniek@icctelecom.com / aburke@shermanhoward.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 10700 W. Higgins, Ste 240, Rosemont, IL / 675 15th Ste 2300 Denver, CO	ZIP CODE 60018 / 80202	PHONE NUMBER 847-287-1156 / 303-299-8045
4. ENGINEER'S NAME Westchester Services, LLC - Glen L Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
5. MAILING ADDRESS (Street / P O Box, City, State) 3470 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
6. ASSESSOR'S PARCEL NO. 039-310-022	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	ZONING (existing) S-2
7. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway near Ted Kipf Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
9. LEGAL DESCRIPTION <u>See attached lease agreement</u>		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	<u>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.</u>
11. DESCRIBE CURRENT USE OF PROPERTY	<u>Railroad right-of-way</u>
12. DESCRIBE PROPOSED SEWER SYSTEM	<u>N/a</u>
13. DESCRIBE PROPOSED WATER SYSTEM	<u>N/a</u>
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	<u>N/a</u>
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? <u>No permanent employees</u>

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

Michael Bieniek, AICP 4/11/23
Print Name Date
[Signature]
Signature
Allison R. Burke 4/11/23
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

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

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

CUP #
23-0009

EEC ORIGINAL PKG

VARIANCE

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 039-310-022	ZONING (existing) S-2	
6. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227	SIZE OF PROPERTY (In acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
8. LEGAL DESCRIPTION <u>See attached lease agreement</u>		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) <u>Maximum allowable height in the S-2 district for a communications tower is 100'</u>		
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :		
10. DESCRIBE THE ADJACENT PROPERTY East <u>vacant parcel</u> West <u>vacant parcel</u> North <u>vacant parcel</u> South <u>vacant parcel</u>		

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

Michael Bieniek AICP 4/11/23
Print Name Date
[Signature]
Signature
Allison R. Burke 4/11/23
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

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

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

V #

EEC ORIGINAL PKG



RECEIVED

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



**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**

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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

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

RECEIVED

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.

Sincerely,



Michael Bieniek, AICP
Zoning Director



Allison R. Burke
Associate

Application Materials

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.
- 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.

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.

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



U.S. TITLE SOLUTIONS

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
2. **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** :

EEC ORIGINAL PKG

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 ATTACHED HERETO

EEC ORIGINAL PKG

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 to the subject property.

EEC ORIGINAL PKG

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 items not indexed or mis-indexed in the County Records.

1. **MORTGAGES, DEEDS OF TRUST AND UCCs**

None found within period searched.

2. **JUDGMENTS AND LIENS**

None found within period searched.

3. **COVENANTS AND RESTRICTIONS**

None found within period searched.

4. **EASEMENTS AND RIGHTS OF WAY**

4.1 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 [Instrument No: 2014001714](#).

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 [Instrument No: 2013019494](#).

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

5. **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 [Book 23, Page 7.](#)

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 [Book 1286, Page 821.](#)

6. OTHER UNRECORDED DOCUMENTS

6.1 [Property Detail Report](#)

6.2 [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.

6.3 [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 2840.0 feet, more or less, lying between the easterly boundary line of the right of way for County Road running north and south along the westerly line of said Tract Elsie [sic] and a line drawn parallel to and 100 feet easterly from said westerly boundary line of the right of way for County Road, containing 6.061 acres more or less, is hereby released from the lien of a certain Mortgage made and executed by R. F. MCGOWAN and LENA DANIEL MCGOWAN, husband and wife, in favor of THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, a corporation, bearing date the 12th day of August, 1918, and recorded in the office of the County Recorder of the County of Imperial, State of California, in Book 55, of Mortgages, at page 137 and following, on the 14th day of October, 1918.

IN WITNESS WHEREOF, the said THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA has caused these presents to be executed in its corporate name and under its corporate seal by its duly qualified officers this 28th day of July, 1923.

THE PACIFIC MUTUAL LIFE INSURANCE COMPANY
OF CALIFORNIA.
By W. W. Beckett, Vice President
and by J. E. MILLER, Asst. Secretary.

(CORPORATE SEAL)

State of California }
County of Los Angeles }

On this 28th day of July in the year of our Lord, one thousand nine hundred and twenty-three, before me, Pearl M. Crabtree a Notary Public in and for said Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared W. W. Beckett, known to me to be the Vice President, and J. E. MILLER, known to me to be the Asst. Secretary of the Pacific Mutual Life Insurance Company of California, the corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Pearl M. Crabtree, Notary Public in and for
the said County of Los Angeles, State of
California.

(NOTARIAL SEAL)

Recorded at request of Pioneer Title Insurance Company, Aug 1 1923. #13
at 50 216 past S. A. W., in Book 4 Page 100 of Official Records, Imperial County Records,
Bird E. Kobay County Recorder
Fees \$1.00
By D. Cole, Deputy

IRVING H. SHAW ET AL
TO

INTER-CALIFORNIA RAILWAY COMPANY

1140V

THIS INSTRUMENT, Made this 28th day of July, 1923, between IRVING H. SHAW and VIRGINIA SHAW, his wife, and ORVILLE H. SHAW and ESTELLA SHAW, his wife, the parties of the first part, and INTER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and assign unto the said party of the second part, and to its successors and assigns 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, to-wit:

A strip of land 100 feet wide across the west end of Street 90 in Township 14 South, Range 18 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 2640.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running North and South along the Westerly line of said Street 90, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD and and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

I.R.S. \$1.00 COM 7/14/23

Irving H. Shaw (Seal)
Virginia Shaw (Seal)
Orville H. Shaw (Seal)
Estelle Shaw (Seal)

State of California }
County of Imperial } ss

On this 16th day of July in the year nineteen hundred and 23, before me, Reine Smith, a Notary Public in and for said County of Imperial, State of California, residing therein, duly commissioned and sworn, personally appeared Irving H. Shaw & Virginia Shaw, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(NOTARIAL SEAL)

Reine Smith Notary Public in and for the County of Imperial, State of California.

State of California }
County of Los Angeles } ss

On this 6th day of July, A. D. 1923, before me, O. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Orville H. Shaw and Estelle Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(NOTARIAL SEAL)

O. S. Champion Notary Public in and for said County and State.

Recorded at request of Pioneer Title Insurance Company, Aug 1 1923, at

30 min past 9 A. M., in Book 2 Page 101 of Official Records, Imperial County Records.

Fees \$1.00

Sir E. Mohay County Recorder
By D. Cole, Deputy

ESTELLA SHAW ET OVS

TO

IMPER CALIFORNIA RAILWAY COMPANY

11807

THIS INSTRUMENT, Made this 2th day of July, 1923, between ESTELLA SHAW and O. N. SHAW, her husband, both of Holtville, Imperial County, California, parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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: to-wit:

A strip of land 100 feet wide across Tract 74 Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 1320.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south through the middle of said Tract 74, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 3.020 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto in anywise belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

X.2.3-0.20 Cancelled 008 7/24/25 Estella Shaw (Seal)
Form Correct O. N. Shaw (Seal)

M. W. Elmer, Contract Attorney
Form Approved: 9-24-23 Wm. F. Harris,
Vice Pres. & Chief Counsel M.

State of California }
County of Los Angeles }

On this 2th day of July, A.D. 1923, before me, C. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Estella Shaw and O. N. Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me

STATE OF CALIFORNIA, } ss.
COUNTY OF IMPERIAL, }

On this nineteenth day of September 1923, before me, E. N. Anderson, a Notary Public in and for said County, personally appeared W. H. Lavayen, known to me to be the Secretary of the Imperial County Milk Company, Trustee, the corporation that executed the within and foregoing instrument, and known to me to be the person who executed the within and foregoing instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same as such Trustee.

Witness my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

E. N. Anderson, Notary Public in and for said County of Imperial, State of California

Recorded at request of the Peoples Abstract & Title Company Sep. 20, 1923 at 5 P.M. Post 7 A.M. in Book 8 Page 695 of OFFICIAL RECORDS Imperial County Records. Fee: \$1.00

H. R. Sedy, County Recorder
By L. E. Martin, Deputy

FRED W. ELFTONER ET UX
TO
INTER-CALIFORNIA RAILWAY COMPANY

THIS INSTRUMENT, made this 12th day of July 1923, between Fred W. Elftoner, and (wife) Mabel E. Elftoner, of Los Angeles, Los Angeles County, California, the parties of the first part, and Inter-California Railway Company, a corporation, the party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain place or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A Strip of land 100 feet wide across the west end of Tract 106 in Township 14 South, Range 15 East, San Bernardino Meridian, extending from the North line of the south line thereof, a distance of 8640.0 feet, more or less, and lying between the westerly boundary line of the right of way for County Road running north and south along the westerly line of said Tract 106, and a line drawn parallel to and 100 feet easterly from said westerly boundary line of the right of way for County Road, containing 4.051 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

\$1.50 U.S.I.R.S. affixed and cancelled.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

THIS conveyance is made upon the following express conditions:

- FIRST** That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.
- SECOND** That second party shall construct suitable waste ditch with boxes and drop box on premises of first party immediately west of the easterly line of the premises herein conveyed; said ditch and boxes to be maintained by the first party.
- THIRD** That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Fred W. Thatcher (REAL)

Habel K. Thatcher (REAL)

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } ss.

On this 12th day of July in the year nineteen hundred and twenty-three A.D. before me Frances A. Kearney a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Thatcher and Habel K. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(NOTARIAL SEAL)

Frances A. Kearney, Notary Public in and for
 Los Angeles County, State of California
 My Commission Expires August 12, 1925.

Recorded at request of The Peoples Abstract & Title Company Sept 20, 1925 at 8
 M.L. Post 9 A.M. in Book 2 Page 384 of OFFICIAL RECORDS Imperial County Records.
 Fee, \$1.30

By E. K. Robby, County Recorder
 By L. M. Martin, Deputy

#1
 2

ALBERT G. FINNEY ET AL
VS
IMPER-CALIFORNIA RAILWAY CO.

THIS INSTRUMENT, made this 31st day of July 1923, 1923 between ALBERT G. FINNEY and wife, Louise Finney, of Keweenaw, Imperial County, California, the parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns 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, to-wit:

A strip of land 100 feet wide across the west end of Tract 92 in Township 14 South, Range 14 East, San Bernardino Meridian, extending from the north line to the south line thereof a distance of 2640.0 feet, more or less, and lying between the westerly boundary line of the right of way for County Road running north and south along the westerly line of said tract 92, and a line drawn parallel to and 100 feet easterly from said westerly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances unto the said party of the second part, and to its successors and assigns forever.

FURTHERMORE, this conveyance is given by the parties of the first part with the express understanding that party of the second part will construct a suitable waste 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.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

\$1.00 VALUE Canceled Aug 16 1925
F. Abet. & T. Co, El Centro.

Albert G. Finney (SEAL)
Louise Finney (SEAL)

STATE OF CALIFORNIA }
COUNTY OF IMPERIAL }

On this 31st day of July in the year nineteen hundred and twenty-three A.D. before me, Peter J. Schartz a Notary Public in and for the said County of -- State of California, residing therein, duly commissioned and sworn, personally appeared Albert G. Finney and Louise Finney personally known to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

In said County the day and year in this certificate first above written.
(NOTARIAL SEAL)

Peter J. Schartz Notary Public in and for
Imperial County, State of California.

Recorded at request of THE TRUCKS ABSTRACT & TITLE COMPANY Aug 16 1923
at 2 min past 9 A.M. in Book 10, Page 128 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

HERD N. HONEY, County Recorder.
By M. Anderson, Deputy.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ellen Hoover Hubbard, do hereby certify and declare that a certain
Mortgage, bearing date the 12th day of July 1920, made and executed by Myron B. Fitter
and M. Rebel Witter, his wife, Mortgagees to Ellen Hoover Hubbard, Mortgagee, recorded
in the office of the County Recorder of the County of Imperial, State of California, in
Book 22 of Mortgages, at page 15 on the 10th day of September 1920, together with the
debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 8th day of July
1923,
Ellen Hoover Hubbard (SEAL)

R. Donald Davis
Gene A. Anderson
STATE OF MICHIGAN }
COUNTY OF CALHOUN }

On this 8 day of July in the year of our Lord one thousand nine hundred and
twenty three before me, R. Donald Davis a Notary Public in and for said County and
State, personally appeared Ellen Hoover Hubbard known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that she executed the same.
WITNESS my hand and official seal.

(NOTARIAL SEAL)
R. Donald Davis Notary Public in and for said
Calhoun County, State of Michigan.
My commission expires Aug. 12/24.

Recorded at request of THE TRUCKS ABSTRACT & TITLE COMPANY Aug 16 1923 at
2 min past 9 A.M. in Book 10, Page 128 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

HERD N. HONEY, County Recorder.
By M. Anderson, Deputy.

ASSIGNMENT OF MORTGAGE.
(SEAL OR GRANTER)

KNOW ALL MEN BY THESE PRESENTS: That W. R. King and W. S. Hancock the parties of the
first part, for and in consideration of the sum of One Dollar in gold coin of the United
States of America to us in hand paid by C. C. Ellis, Agent, the party of the second
part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain,

August 12, 1938

L-38-791

Mr. F. L. McCaffery, General Auditor
Inter-California Railway Company
85 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 Inter-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.

Our information reveals that prior to May 31, 1935, the Inter-California Railway Company owned lines of railroad both in the United States and Mexico; the lines in the United States, consisting of two main and two branch lines, were 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 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 Mexico. In all, it appears that the Inter-California Railway Company owned but did not operate about 85 miles of railroad in the United States prior to May 31, 1935, when all the physical property of the Inter-California Railway Company situated 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

EEC ORIGINAL PKG

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 such compensation as is earned by individuals rendering service to the Inter-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

ROS 8-67

RECORD OF SURVEY

A PORTION OF TRACT NO. 1 IN S. 18 S. E. 38 M., COUNTY OF IMPERIAL, STATE OF CALIFORNIA

EXHIBIT I (PARTIAL)
This map was prepared, represented & made under the supervision of the undersigned, a duly Licensed Professional Engineer in the State of California, in accordance with the provisions of the State Surveying Law, Chapter 227, Section 4700, of the Statutes of the State of California, approved July 11, 1927.



SMITH ENGINEERING & SURVEYING
This map was prepared, represented & made under the supervision of the undersigned, a duly Licensed Professional Engineer in the State of California, in accordance with the provisions of the State Surveying Law, Chapter 227, Section 4700, of the Statutes of the State of California, approved July 11, 1927.



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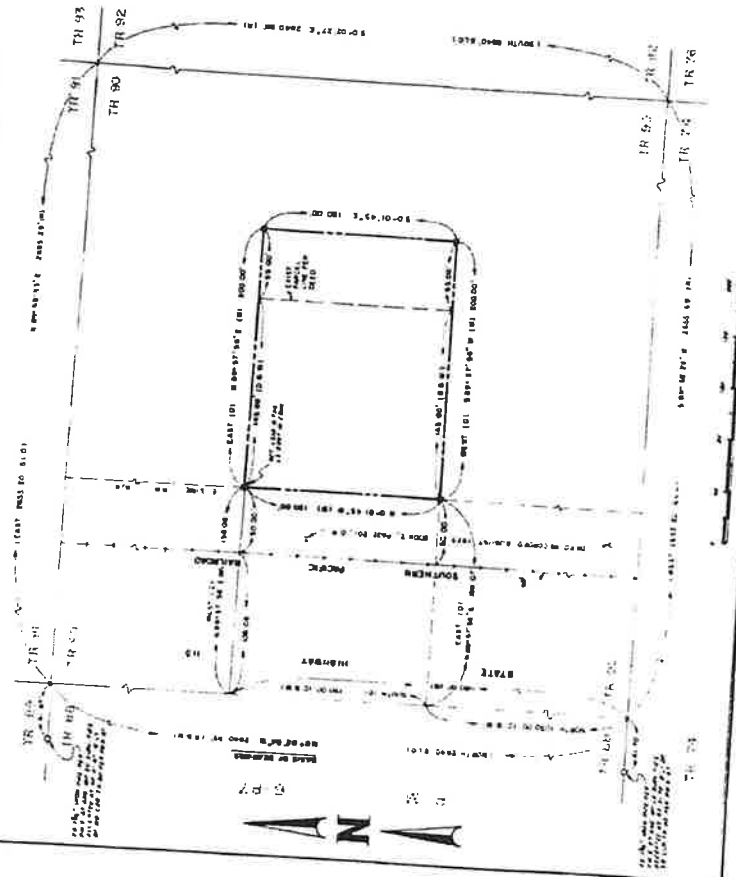
SMITH ENGINEERING & SURVEYING
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1b RECORDING REQUESTED BY
and RETURN TO:
C. Corporation System
335 Montgomery Street
San Francisco, California 94104

47 JOHN V. KENNEDY
COURT

'69 DEC 9 AM 11:10
BOOK 1286 PAGE 821

OFFICIAL RECORDS
INTERNAL COURT FILES
#20

State of Delaware



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 Merger of the "SOUTHERN PACIFIC COMPANY", merging with and into the "SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth day of November, A.D. 1969, at 8:36 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

In Testimony Whereof, I have hereunto set my hand

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



Eugene Bunting

Secretary of State

R. H. Caldwell

Acting Secretary of State

EEC ORIGINAL PKG

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" x 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 comply 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:

1. 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 co-locators 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) feet).

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.

3. 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.
 1. 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 co-located 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 co-located 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 include 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 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%).
 - e. 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 include 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 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.

- 5. 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 be 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 is 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

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 Highway 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 Highway 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 II-A, LLC**

PULASKI COUNTY)
STATE OF ARKANSAS) ss.
)

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

1. I am an adult resident of the State of Arkansas and serve as Director-Network Planning for AT&T Wireless ("AT&T").
2. I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or 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.
3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC** ("**CitySwitch Tower**") at **Ted Kipf Road, Brawley, California 92227, APN 039-310-022** (the "**CitySwitch Towers 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**.
4. 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 **SBA Tower** since **[3/3/2005]** but AT&T now desires to relocate its Wireless

Ben Hulse
FA #15797967

Facilities onto the **CitySwitch** 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 **SBA** 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.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** 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.

7. 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.

8. 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.

Ben Hulse
EA #15797967

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 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.

Ben Hulse
PA #15797967

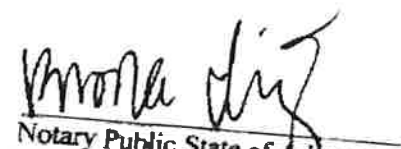
AT&T's lease agreement for the **SBA** Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the **SBA** Tower, it must apply to **SBA** which then triggers an application fee and 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 **CitySwitch** 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



Ben Hulbe
SA #15797967

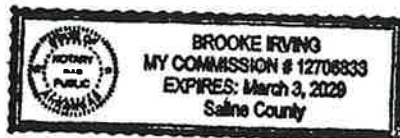
AT&T's lease agreement for the [REDACTED] Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the [REDACTED] Tower, it must apply to [REDACTED] which then triggers an application 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 [REDACTED] allows AT&T to rent 30,000 square inches of tower space and loading on a [REDACTED] 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 [REDACTED] 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

Coverage Plots v1

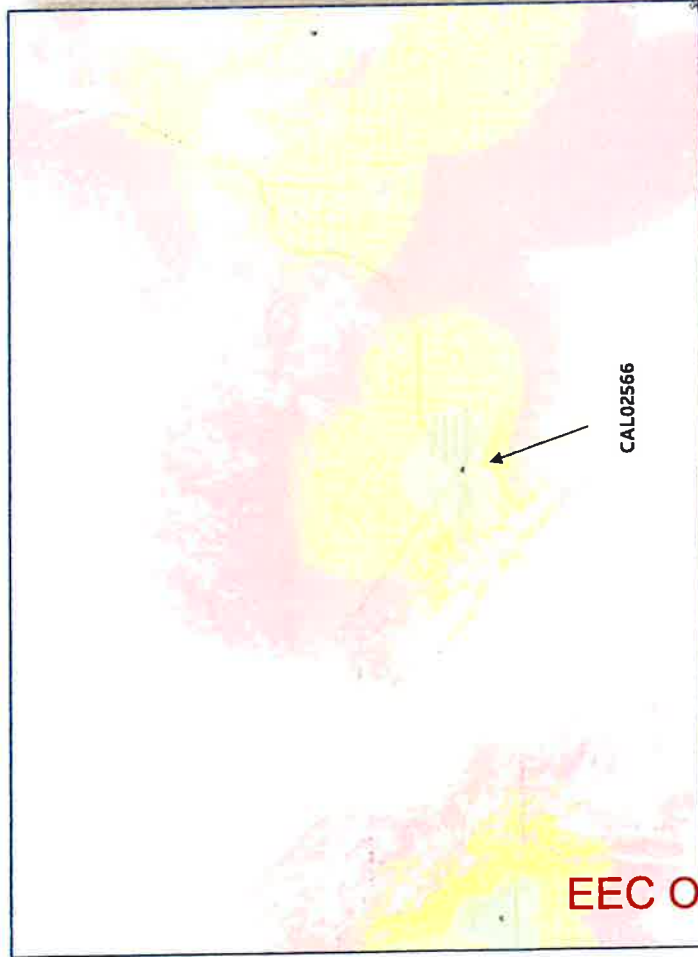
EE ORIGINAL PKG



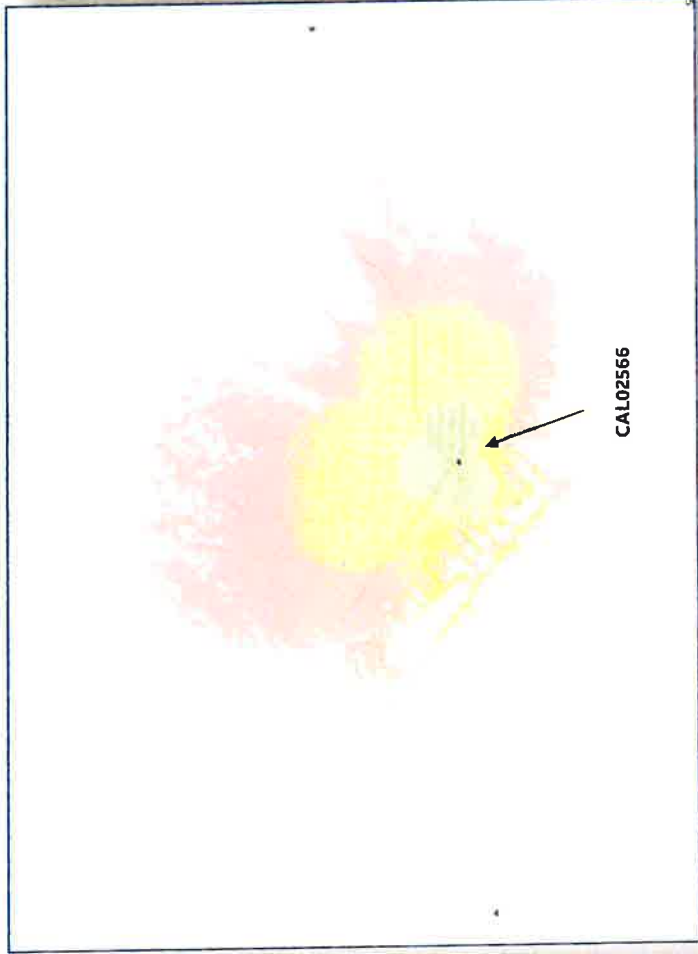
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CAL02566

EXISTING COVERAGE



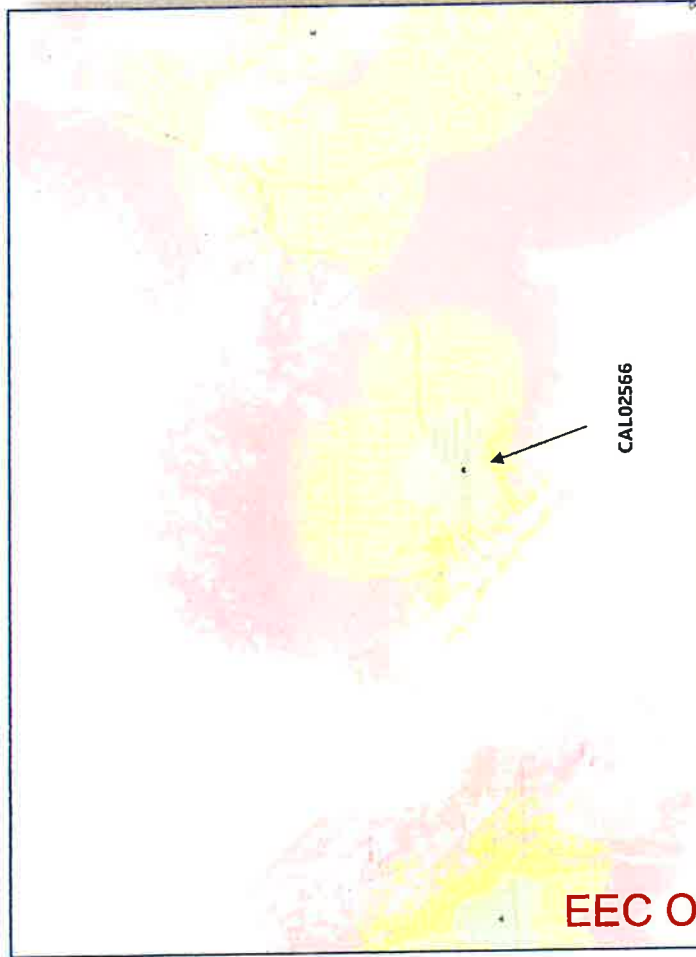
SINGLE SITE COVERAGE



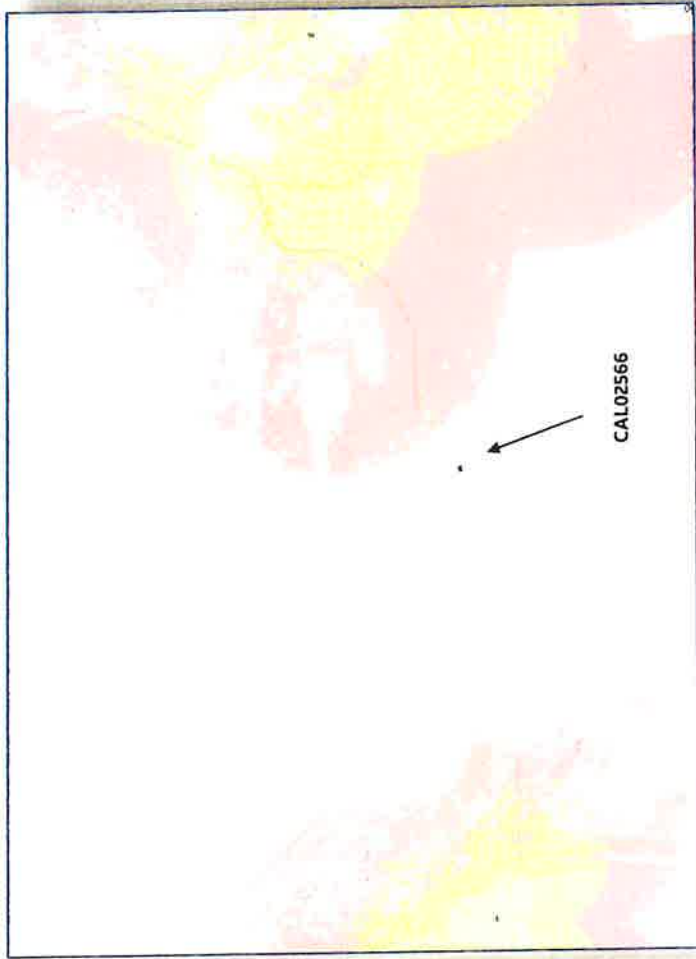
EEC ORIGINAL PKG

CAL02566

EXISTING COVERAGE



EXISTING COVERAGE SITE OFF



EEC ORIGINAL PKG

FAA Determination Letter



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-AWP-12867-OE

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

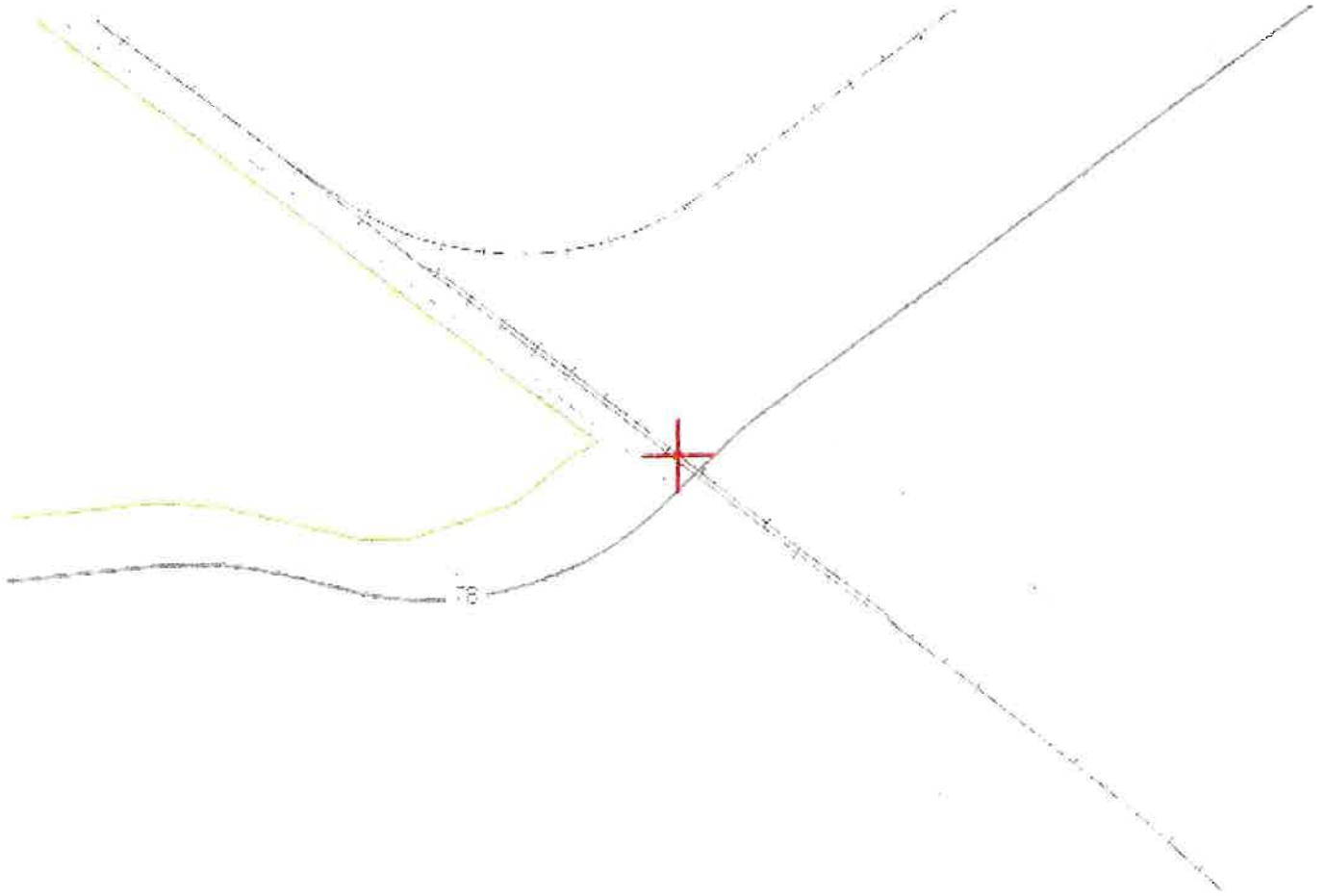
Attachment(s)
Frequency Data
Map(s)

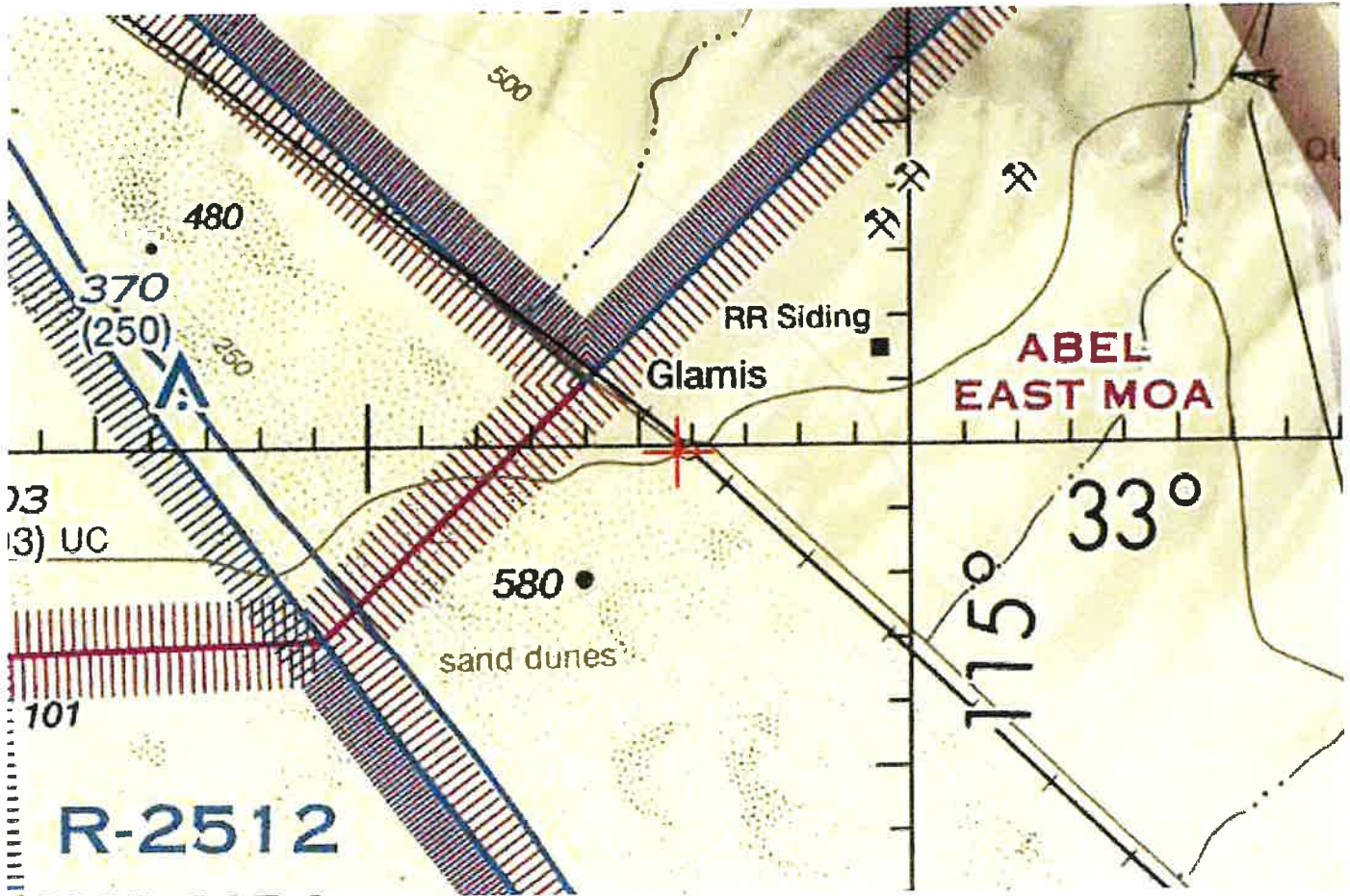
cc: FCC

Frequency Data for ASN 2022-AWP-1286 / -OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
		GHz	55	dBW
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	GHz	1000	W
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	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	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	2025	MHz	500	W
2110	2200	MHz	2000	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	500	W
2496	2690	MHz		

JPO Map for ASN 2022-AWP-12867-CE





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 meet 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



3/3/23

Site Plan

Title Report
 DATE: 07/11/2013
 TIME: 10:00 AM
 BY: JLD

Legal Description
 ALL RIGHTS RESERVED BY THE SURVEYOR. THIS SURVEY IS BASED ON THE RECORD MAPS AND RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED INTERESTS. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED INTERESTS.

Assessor's Parcel No.
 546-110-025

Easements

- 1. EASEMENT FOR UTILITY LINES, AS SHOWN ON RECORD MAPS AND RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA.
- 2. EASEMENT FOR ACCESS TO THE PROPERTY, AS SHOWN ON RECORD MAPS AND RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA.

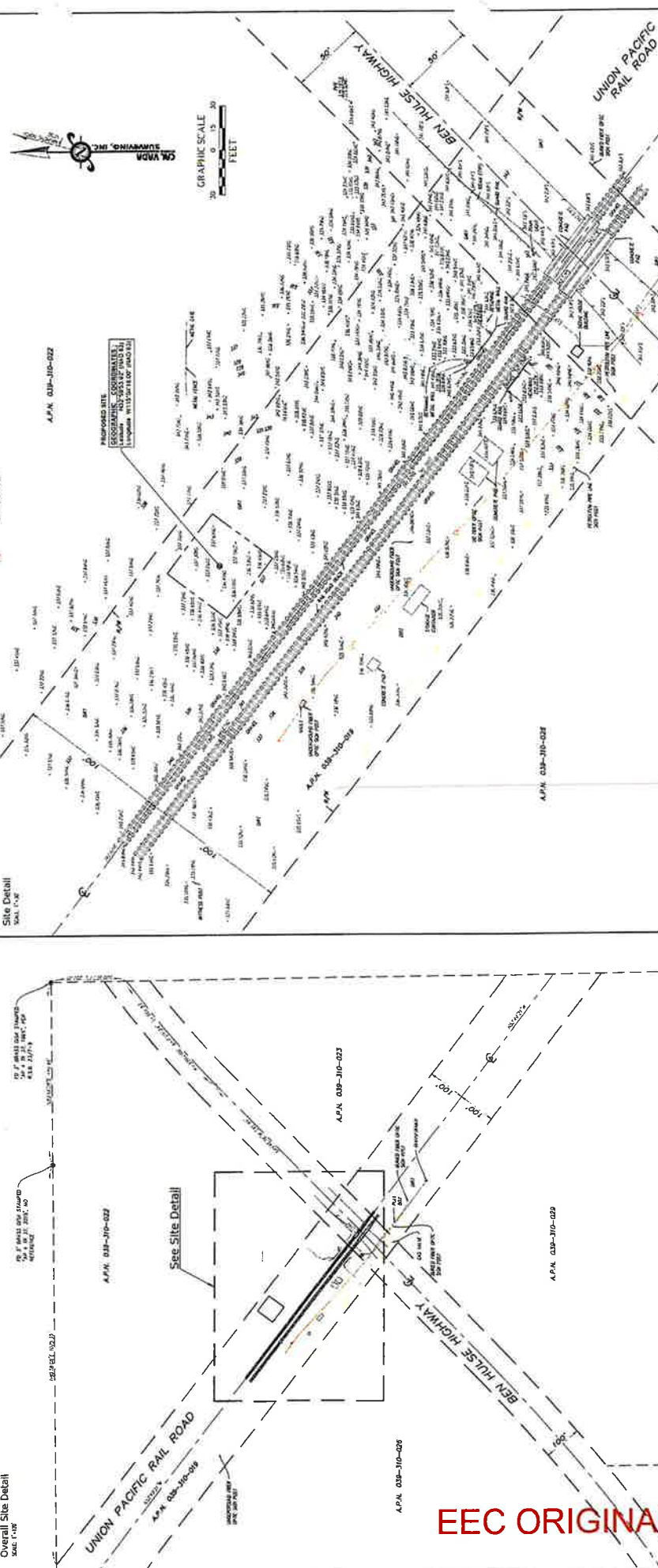
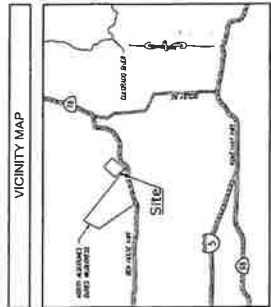
Access Route/Lease Area

Geographic Coordinates at Proposed Site

THE PROPOSED SITE IS LOCATED AT THE INTERSECTION OF BEN HULSE HIGHWAY AND UNION PACIFIC RAILROAD. THE PROPOSED SITE IS LOCATED AT THE INTERSECTION OF BEN HULSE HIGHWAY AND UNION PACIFIC RAILROAD. THE PROPOSED SITE IS LOCATED AT THE INTERSECTION OF BEN HULSE HIGHWAY AND UNION PACIFIC RAILROAD.

LEGEND

SYMBOL	DESCRIPTION
(Symbol)	PROPOSED SITE
(Symbol)	EXISTING UTILITY LINES
(Symbol)	EXISTING EASEMENTS
(Symbol)	EXISTING BOUNDARIES
(Symbol)	EXISTING CONDUITS
(Symbol)	EXISTING FOUNDATIONS
(Symbol)	EXISTING STRUCTURES
(Symbol)	EXISTING DRIVEWAYS
(Symbol)	EXISTING WALKWAYS
(Symbol)	EXISTING FENCES
(Symbol)	EXISTING SETBACKS
(Symbol)	EXISTING ELEVATIONS
(Symbol)	EXISTING DISTANCES
(Symbol)	EXISTING BEARINGS
(Symbol)	EXISTING CURVES
(Symbol)	EXISTING SLOPES
(Symbol)	EXISTING GRADES
(Symbol)	EXISTING VOLUMES
(Symbol)	EXISTING AREAS
(Symbol)	EXISTING PERIMETERS
(Symbol)	EXISTING CENTERS
(Symbol)	EXISTING POINTS
(Symbol)	EXISTING MARKERS
(Symbol)	EXISTING MONUMENTS
(Symbol)	EXISTING SURVEY DATA
(Symbol)	EXISTING SURVEY CONTROL
(Symbol)	EXISTING SURVEY ADJUSTMENT
(Symbol)	EXISTING SURVEY ERROR
(Symbol)	EXISTING SURVEY PRECISION
(Symbol)	EXISTING SURVEY ACCURACY
(Symbol)	EXISTING SURVEY RELIABILITY
(Symbol)	EXISTING SURVEY VALIDITY
(Symbol)	EXISTING SURVEY AUTHORITY
(Symbol)	EXISTING SURVEY JURISDICTION
(Symbol)	EXISTING SURVEY TERRITORY
(Symbol)	EXISTING SURVEY SUBJECT MATTER
(Symbol)	EXISTING SURVEY OBJECT MATTER
(Symbol)	EXISTING SURVEY INTEREST MATTER
(Symbol)	EXISTING SURVEY RIGHT MATTER
(Symbol)	EXISTING SURVEY OBLIGATION MATTER
(Symbol)	EXISTING SURVEY LIABILITY MATTER
(Symbol)	EXISTING SURVEY LIABILITY MATTER



NO.	DATE	REVISIONS
01	07/11/2013	BY: JLD
02	07/11/2013	BY: JLD
03	07/11/2013	BY: JLD
04	07/11/2013	BY: JLD
05	07/11/2013	BY: JLD
06	07/11/2013	BY: JLD
07	07/11/2013	BY: JLD
08	07/11/2013	BY: JLD
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97	07/11/2013	BY: JLD
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99	07/11/2013	BY: JLD
100	07/11/2013	BY: JLD

CAL VADA SURVEYING, INC.
 1000 N. GARDEN ST., SUITE 100
 FRESNO, CA 93703
 TEL: 559-239-9900 FAX: 559-239-9908
 WWW.CALVADA.COM
 EST. 1989
 JOB NO. 21109
 SHEET 1 OF 1

PREPARED FOR:
 WELLS FARGO BANK, N.A.
 1234 MAIN STREET
 FRESNO, CA 93703

BASIS OF BEARINGS:
 THE BEARINGS ARE BASED ON THE NATIONAL GRID SYSTEM, NAD 83, AND THE LOCAL MAGNETIC DECLINATION IS 11° 15' 00" WEST.

BENCHMARK:
 THE BENCHMARK IS A CONCRETE MONUMENT WITH AN ELEVATION OF 100.00 FEET ABOVE MEAN SEA LEVEL.

UTILITY STATEMENT:
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY UNRECORDED UTILITY LINES.

UNDERGROUND SERVICE AGENCY:
 CAL TOLL FREE 1-800-227-2800

DATE: 07/11/2013
TIME: 10:00 AM
BY: JLD

EEC ORIGINAL FIG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MIM
CHECKED BY: RSM

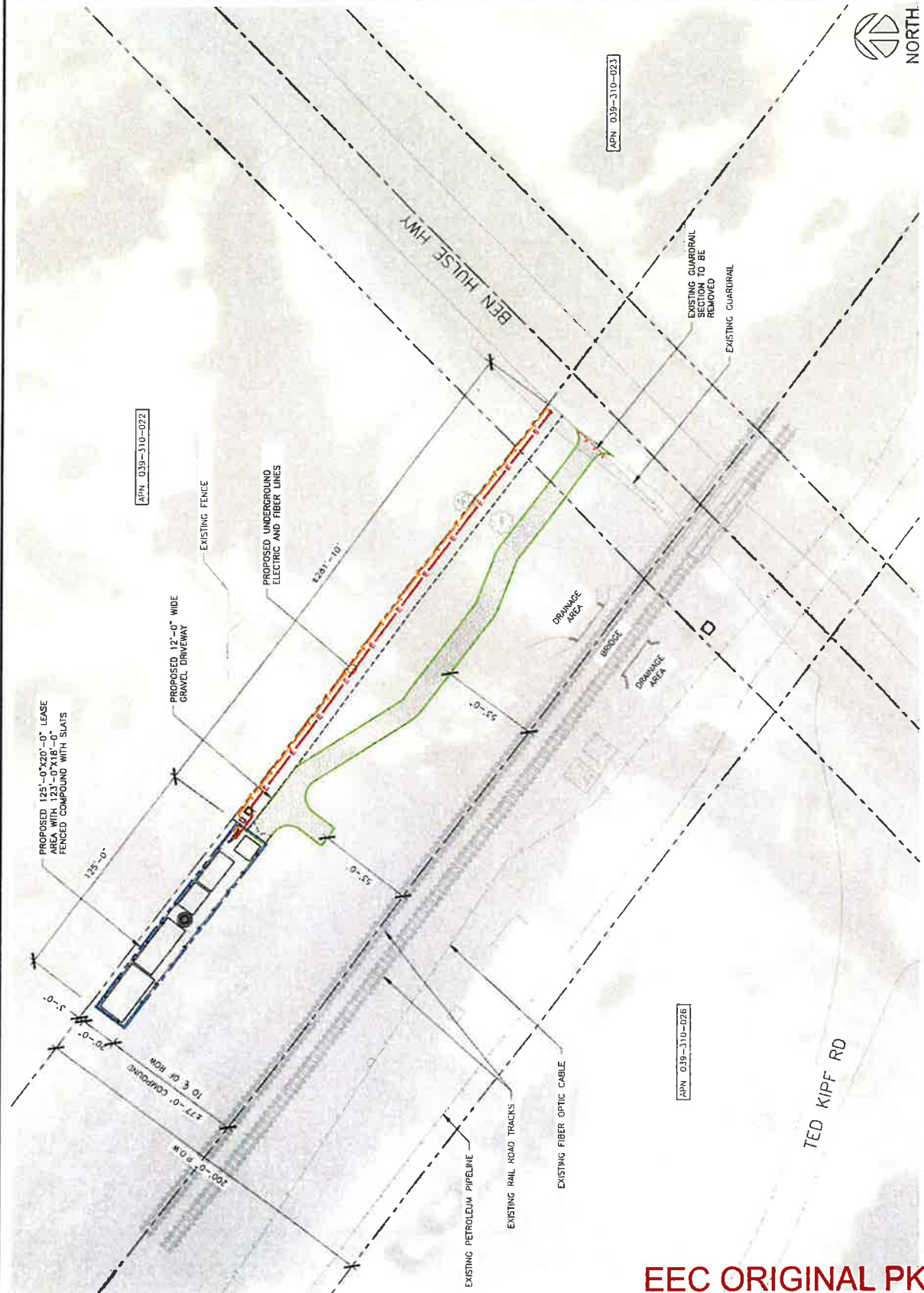
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME: BEN HULSE
SITE ADDRESS: 1231 KIPF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: OVERALL
SITE PLAN

SHEET NUMBER: C-1



SCALE 1"=50'-0" (11x17)
(00) 3"=50'-0" (22x34)
OVERALL SITE PLAN

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY NATURE AND USE OR DISCLOSURE OTHER THAN THAT WHICH RELIES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

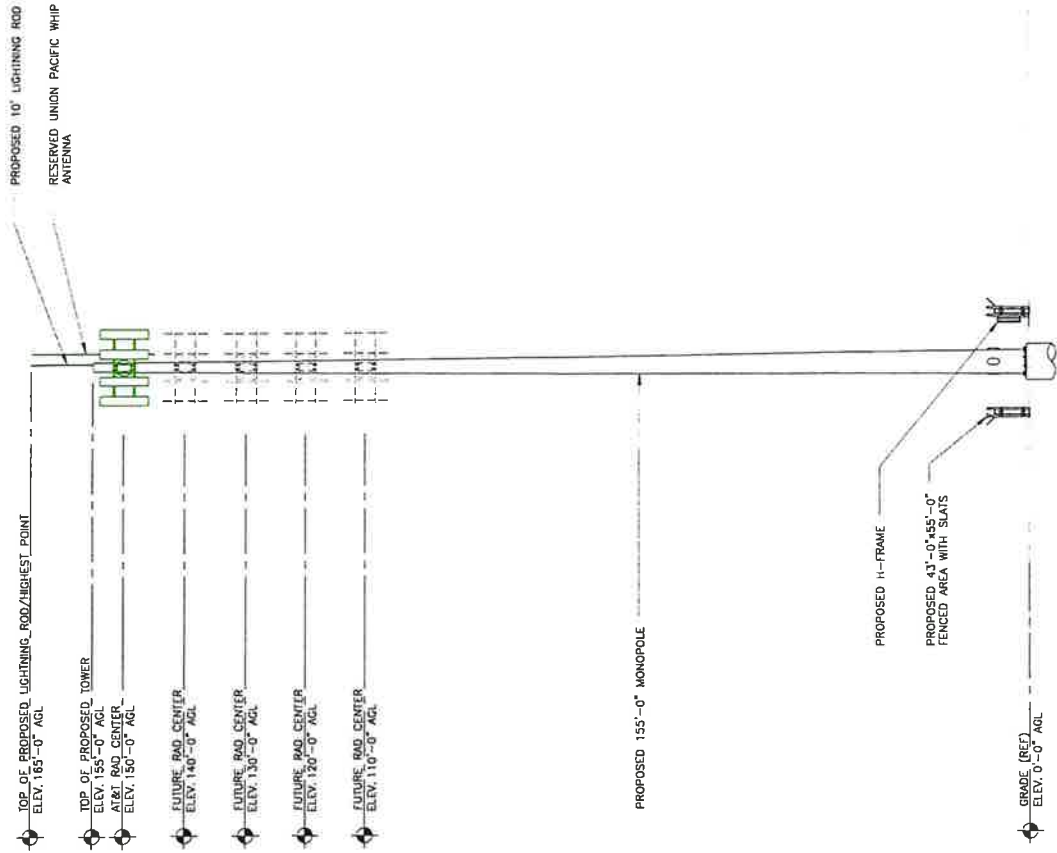
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

* I HEREBY CERTIFY THAT THESE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME
BEN HULSE
SITE ADDRESS
TED KIPF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
A-1



TOWER ELEVATION

SCALE: 1"=20'-0" (11/11/17)
(OR) 1"=25'-0" (12/14/14)



EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY:	MN	
CHECKED BY:	RSJM	
REV	DATE	DESCRIPTION
A	10/23/23	PRELIMINARY

THESE CERTIFICATES ARE THE PROPERTY OF WESTCHESTER SERVICES, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP1

PART 2 - PRODUCTS

- MATERIALS**
 - SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 810 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 583-8000 ANILUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 528-4824

PART 3 - EXECUTION

- INSPECTIONS**
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION**
 - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURN-AROUND AND UNDER GROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES DEEPER THAN THE LEASE AREA. UNLESS OTHERWISE INSTRUCTED BY AT&T, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL, WHERE UNSTABILIZED SOIL CONDITIONS ARE ENCOUNTERED, USE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION**
 - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURMAROUND EXHAUSTION, IN ORDER THAT UPON DISTRIBUTION OF SOILS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADES, OR INDICATED SLOPES. UNLESS OTHERWISE NOTED, FINISHED GRADES SHALL BE TO THE TOP OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - BRING THE ACCESS DRIVE W/ TURMAROUND TO BASE COURSE ELEVATION TO FACILITATE CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE ABOVE CONTRACT. UNLESS OTHERWISE NOTED, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED. EXISTING ACCESS DRIVE, GRADE THE EXISTING DRIVE TO REMOVED ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
 - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT COVER THE AREA AS INDICATED (UNLESS OTHERWISE NOTED) AND SHALL BE PLACED AS INDICATED.
 - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
 - APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES.
 - APPLY ENTIRE DITCH FOR SIX (6) FEET IN ALL DIRECTIONS AT CULVERT OPENING.
 - APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED UNLESS THEY ARE ADJACENT TO SHEETLOR EQUIPMENT. IF DESIGN OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
 - IN DITCHES WITH SLOPES GREATER THAN 10:1, MOUND DIMENSIONARY RIPRAP TO THE TOP OF THE DITCH. IN DITCHES WITH SLOPES GREATER THAN 40 DEGREES OFF THE DITCH LINE, RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
 - APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL SURFACE AND LOOSEN THE SOIL.
 - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - REPAIR GROWTH OF SEEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

PART 1 - GENERAL

- WORK INCLUDED:** SEE SITE PLAN.
- DESCRIPTIONS**
ACCESS DRIVE W/ TURMAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
- QUALITY ASSURANCE**
 - APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS SEED).
 - APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER.
 - CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
 - SEQUENCING**
 - CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY COMPLETELY GRUB THE ACCESS DRIVE W/ TURMAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.
 - BRING THE LEASE AREA AND ACCESS DRIVE W/ TURMAROUND TO BASE COURSE ELEVATION. UNLESS OTHERWISE NOTED, FINISHED GRADES SHALL BE TO THE TOP OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURMAROUND TO BASE COURSE ELEVATION.
 - REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
 - AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

SITE WORK

- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.**
- MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER**
- LANDSCAPING WARRANTY STATEMENT.**

WARRANTY

- IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT SITE AND SURROUNDINGS.
- SAID SITE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
- LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR / CM - CITYSWITCH
SUB-CONTRACTOR - PER TRADE
OWNER - AT&T WIRELESS
- SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
- ANY MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL DOCUMENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
- SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON CONTRACT DOCUMENTS ARE TO BE MAINTAINED. PRIOR TO PROCEEDING WITH CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ANY UTILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION AND COORDINATE ANY REPAIRS WITH UTILITY COMPANY.
- N/A
- N/A
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS, AS ORIGINAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

SUB-CONTRACTOR'S SCOPE OF WORK

- PROTECTION OF EXISTING TREES, VEGETATION AND LANDSCAPING MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.
- CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
- TOPSOIL STRIPPING AND STOCKPILING.
- BENCHMARKS AND MONUMENTS.

SUB-CONTRACTORS QUALITY ASSURANCE

SUB-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE SUB-CONTRACTOR AT NO EXPENSE TO THE OWNER. MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND ON PAVED, AND DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE SUB-CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB-CONTRACTORS EXPENSE.

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR / CM - CITYSWITCH
SUB-CONTRACTOR - PER TRADE
OWNER - AT&T WIRELESS
- SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
- ANY MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL DOCUMENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
- SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON CONTRACT DOCUMENTS ARE TO BE MAINTAINED. PRIOR TO PROCEEDING WITH CONSTRUCTION, CONTRACTOR SHALL VERIFY EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ANY UTILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION AND COORDINATE ANY REPAIRS WITH UTILITY COMPANY.
- N/A
- N/A
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS, AS ORIGINAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

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- CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
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EFC ORIGINAL PKG



PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION	
DRAWN BY:	MM
CHECKED BY:	RSM
REV	DESCRIPTION
A	100923 PRELIMINARY

THESE CERTIFICATES ARE THE PROPERTY OF WESTCHESTER SERVICES, LLC AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR ALTERATION OF THESE CERTIFICATES WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, LLC IS PROHIBITED. PREPARED BY AS OR UNDER THE DIRECT SUPERVISION OF A REGISTERED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

SHEET TITLE
**NORTH &
SPECIFICATIONS**

SHEET NUMBER
SP2

PART 3 - EXECUTION

- INSPECTION
TO VERIFY PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.
- INSTALLATION
 - FOUNDATIONS SHALL HAVE A MINIMUM SIX (6) INCH CONCRETE COVER UNDER ALL FENCE POSTS. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB; ONE QUARTER (1/4) INCH BARS SHALL BE USED TO BRACE POSTS. GATE POSTS, AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT FIFTEEN(15) INCH INTERVALS.
 - AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT FIFTEEN (15) INCH INTERVALS.
 - FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH THE CLIPS AT TWO (2) FOOT INTERVALS.
 - A MAXIMUM GAP OF ONE INCH WILL BE PERMITTED BETWEEN THE CHAIN LINE FABRIC AND THE FINAL GRADE.
 - FABRIC SHALL BE INSTALLED ASSEMBLY FROM BOTH SIDES.
 - GATE HINGE BOLTS SHALL HAVE THEIR THREADS PRINED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
 - CONCRETE TO BE A MINIMUM OF 3,000 PSI.
- PROTECTION
UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAHS WITH ZINC-BASED PAINT, COLOR TO MATCH THE GALVANIZED METAL.

- APPLICABLE STANDARDS
ASTM-A120
- ASTM-A123
SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS, FOR ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
- ASTM-A153
STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
- ASTM-A392
SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.
- ASTM-A491
SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.
- ASTM-A525
STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED WITH A MINIMUM OF 0.010 INCH ZINC COATING.
- ASTM-A570
SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP, STRUCTURAL QUALITY.
- ASTM-A535
SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.
- FEDERAL SPECIFICATION RR-E-101 - FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES).
- METALS**
- SECTION 1 - GENERAL**
SECTION INCLUDES:
1. STRUCTURAL STEEL FRAMING MEMBERS, BASE PLATES, PLATES, BARS, THREADED STRUCTURAL FASTENERS, ANTENNA SUPPORT ASSEMBLIES, GRATING, STEEL PLATFORMS AND PEDESTAL SUPPORTS, AND GROUTING UNDER BASE PLATES.
- QUALITY ASSURANCE**
1. FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC OR THE AISC FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
2. PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

- PART 2 - PRODUCTS**
- STRUCTURAL STEEL MEMBERS: ASTM A572 GRADE 50 STRUCTURAL TUBING;
ASTM A588 TYPE E OR S, GRADE B
 - BOLTS, NUTS, AND WASHERS: ASTM A325
ASTM A307
ASTM A191, TYPE REQUIRED FOR MATERIALS BEING WELDED.
 - PIPE: ASTM A53, TYPE E OR S, GRADE B
 - ANCHOR BOLTS: ASTM A307
 - WELDING MATERIALS: E6010, TYPE REQUIRED FOR MATERIALS BEING WELDED.

FENCING AND GATE(S)

PART 1 - GENERAL

- WORK INCLUDED SEE PLAN FOR SITE AND LOCATION OF FENCE AND GATE(S). QUALITY ASSURANCE ALL STEEL MATERIALS UTILIZED IN CONSTRUCTION WITH THE EXCEPTED AREAS SHALL BE GALVANIZED TO A MINIMUM OF 0.010 INCH ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE "Z" ZINC, 18 OUNCES PER SQUARE FOOT.
- SECURING (PRIOR TO THE FENCE CONSTRUCTION), FENCE POST EXCAVATION SOLES MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAND SURFACE SOLES.
- MANUFACTURER'S DESCRIPTIVE LITERATURE.
- CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

PART 2 - PRODUCTS

- FENCE MATERIAL
A. ALL FABRIC, WIRE, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE GALVANIZED TO A MINIMUM OF 0.010 INCH ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE "Z" ZINC, 18 OUNCES PER SQUARE FOOT.
- FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH THE CLIPS AT TWO (2) FOOT INTERVALS.
- A MAXIMUM GAP OF ONE INCH WILL BE PERMITTED BETWEEN THE CHAIN LINE FABRIC AND THE FINAL GRADE.
- FABRIC SHALL BE INSTALLED ASSEMBLY FROM BOTH SIDES.
- GATE HINGE BOLTS SHALL HAVE THEIR THREADS PRINED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
- CONCRETE TO BE A MINIMUM OF 3,000 PSI.

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- QUALITY ASSURANCE**
1. FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC OR THE AISC FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
2. PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

- PART 2 - PRODUCTS**
- STRUCTURAL STEEL MEMBERS: ASTM A572 GRADE 50 STRUCTURAL TUBING;
ASTM A588 TYPE E OR S, GRADE B
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 - PIPE: ASTM A53, TYPE E OR S, GRADE B
 - ANCHOR BOLTS: ASTM A307
 - WELDING MATERIALS: E6010, TYPE REQUIRED FOR MATERIALS BEING WELDED.

FIELD QUALITY CONTROL

- COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND RETILLED AT CONTRACTOR'S DRAWINGS. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT.
- PROTECTION
A. PROTECT SLOPED AREAS FROM EROSION BY SPRINKLING STRAW TO A UNIFORM EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE. WRAPPED, TIED WITH HOSE PROTECTED WIRE, AND SECURED TO 2" X 2" X 4"-0" WOODEN STAKES EXTENDING TWO-FOOT INTO THE GROUND ON FOUR SIDES.
C. STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS, WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN ORDER TO PREVENT EROSION OF THE ADJACENT AREAS.
CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

TRENCHING

- MATERIALS SUB-CONTRACTOR SHALL:**
- FILL MATERIAL SHALL BE OBTAINED TO THE MAXIMUM EXTENT POSSIBLE FROM EXCAVATIONS ON SITE BY THE STRUCTURAL CONTRACTOR. ALL SOILS SHALL CONFORM TO LOCAL GOVERNING JURISDICTION AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIAL, ROCKS, OR OBJECTIONABLE MATERIALS AND/OR MATERIALS DESIGNATED AS HAZARDOUS OR INDUSTRIAL BY THE EPA. WIRE FILL THE MATERIAL BACKFILL OR BORROW SOIL SHALL BE PLACED IN 8" LOOSE LIFTS.

PRE DETECTION AND IDENTIFICATION SUB-CONTRACTOR SHALL:

- UTILIZE WARNING TAPE ALL UTILITY SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.
- TRENCH EXCAVATION SUB-CONTRACTOR SHALL:**
- DIG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
 - TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT WITHOUT ENDANGERING CONSTRUCTION WORKERS OR THE PUBLIC.
 - CONSTRUCTION WORKERS SHALL BE TRAINED IN THE PROPER USE OF MATERIALS AS DIRECTED BY THE CONSTRUCTION MANAGER.
 - USE HAND TRENCHING METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES AND OTHER FACILITIES.

TRENCH PROTECTION SUB-CONTRACTOR SHALL:

- PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT EXISTING UTILITIES, LINES, AND EQUIPMENT NECESSARY TO PROTECT SHEETING AND BRACING TO MEET OR EXCEED OSHA REQUIREMENTS.
- BASELINE SUB-CONTRACTOR SHALL:**
- NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
 - BACKFILL TRENCH WITH LIFTS UP TO 8" LOOSE MEASURE.
 - PROTECT CONDUIT FROM LATERAL MOVEMENT AND DAMAGE FROM IMPACT OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR OTHER UTILITIES. DO NOT FREE FALL BACKFILL INTO TRENCH UNTIL AT LEAST 50% OF COVER IS OVER CONDUIT.

COMPACTION SUB-CONTRACTOR SHALL:

- TEST EACH BACKFILL TO DETERMINE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 5% OF OPTIMUM MOISTURE CONTENT.
- ACQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE. REPLACE WITH APPROVED BACKFILL AND RE-COMPACT AS SPECIFIED.
- URING THE MAINTENANCE PERIOD SHALL BE CONSIDERED THE RESULT OF UNSUCCESSFUL COMPACTION AND SHALL PROMPTLY CORRECTED.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MM
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/23/23	PRELIMINARY

*I HEREBY CERTIFY THAT THESE DRAWINGS
WERE PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND TO THE BEST OF MY KNOWLEDGE
AND BELIEF THEY COMPLY WITH ALL CITY AND
ARCHITECT UNDER THE LAWS OF THE STATE OF
CALIFORNIA.

SITE NAME
SITE ADDRESS
SITE ADDRESS
5775 CA-78
BRAVLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
**NOTES &
SPECIFICATIONS**

SHEET NUMBER
SP3

3. PLACING CONCRETE

- 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.
- 4. CURING**
- A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.
 - B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
 - C. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
 - D. FIELD QUALITY CONTROL.
 - A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-38.
 - B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING COLD WEATHER PERIODS, BASED 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.
 - E. DEFECTIVE CONCRETE

MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE AT&TWIRELESS CONSTRUCTION MANAGER.

GENERAL ELECTRICAL NOTES:

1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH AT&TWIRELESS SPECIFICATIONS.
2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
3. ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NFPA, AND "UL" LISTED.
4. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED PER THE NEG. AND ALL APPLICABLE LOCAL CODES.
5. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING OF 42,000 AIC.
6. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY AT&TWIRELESS FOR BTS CABINET.
7. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
8. PROVIDE AT&TWIRELESS WITH ONE SET OF COMPLETE ELECTRICAL "AS-BUILT" DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.
9. ALL SINGLE-PHASE SELF-CONTAINED METER CONNECTION DEVICES MUST INCLUDE BOTH A METER AND A METER SOCKET. ALL METER DEVICES WILL NOT BE INTERRUPTED WHEN A METER IS REMOVED FROM THE SOCKET.
10. ALL EQUIPMENT PUNCH OUTS AND CONDUITS (USED AND SPARE) TO BE ROCKET PROOFED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.
11. NO SPOOLS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.
12. CONTRACTOR TO PROVIDE 2 PHENOLIC LABELS AT METER ONE TO IDENTIFY AT&TWIRELESS DISCONNECT AND THE OTHER TO GIVE THE SITE ADDRESS.
13. ALL CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE DRAWINGS SHALL BE NEW AND UNUSED, OF CURRENT MANUFACTURE AND OF THE HIGHEST GRADE.

PART 2 - PRODUCTS

1. REINFORCEMENT MATERIALS
 - A. REINFORCEMENT STEEL, ASTM A615, 60KSI YIELD GRADE, REINFORCING STEEL RODS, PLAIN FINISH.
 - B. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.
 - C. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED FOR SUPPORTS OF REINFORCING.
 - D. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, AND ACI 318, AND ASTM A185.
2. CONCRETE MATERIALS
 - A. CEMENT: ASTM C150, PORTLAND TYPE.
 - B. FINE AND COURSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHODS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.
 - C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.
 - D. AIR ENTRAINING ADMIXTURE: ASTM C260.
 - E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.
 - F. NON-SHRINK GROUT: PREPARED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS.
3. CONCRETE MIX
 - 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, A.I.T. 3.
 - C. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER F4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. PROVIDE CONCRETE AS FOLLOWS:
 1. SLUMP : 3 INCHES
 2. SLUMP : 3 INCHES

EXECUTION:

1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS
 - A. THE CONTRACTOR SHALL COORDINATE AND CROSS CHECK ARCHITECTURAL BUILDING AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.
 - B. PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDDED IN AND PASSING THROUGH CONCRETE MEMBERS.
 - C. COORDINATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.
 - D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL, NO PLUMB.
2. REINFORCEMENT PLACEMENT
 - A. PLACE REINFORCEMENT, SUPPORTED AND SECURED AGAINST DISPLACEMENT.
 - B. ENSURE REINFORCING IS CLEAN, FREE OF LOOSE SCALE, DIRT, OR OTHER FOREIGN COATINGS.
 - C. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
 - D. MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE 3 INCHES UNLESS NOTED OTHERWISE.
 - E. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES OR BE LESS THAN 2 INCHES.

METALS - CONTINUED

6. GROUT: NON-SHRINK TYPE, PREMIKED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, AND WATER, CAPABLE OF DEVELOPING A MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.
 - H. SHOP AND TOUCH-UP PRIMER: SSPC 15, TYPE 1, RED OXIDE
 - I. TOUCH-UP PRIMER FOR GALV. SURFACES: ZINC RICH TYPE
 3. FINISH: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS, GRIND EXPOSED WELDS SMOOTH.
 - A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO IDENTIFY AND REMOVE ALL SURFACE CONTAMINANTS.
 - B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.
- PART 3 - EXECUTION**
- EXAMINATION AND PREPARATION:**
1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.
- EXECUTION:**
1. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
 2. ALL WELDING SHALL BE PERFORMED ON CROWN CASTLE USA, INC. TOWERS. ALL OTHER WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY AWS D1.7 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
 3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE CONTRACTOR.
 4. AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED 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

1. WORK INCLUDES FORMWORK, REINFORCEMENT, 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&TWIRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
- C. THE AT&TWIRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.

3. QUALITY ASSURANCE

- A. CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.
- B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A184.
- C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.

4. SUBMITTALS
 - A. SUBMIT CONCRETE MIX DESIGN AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY AT&TWIRELESS CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN EH FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BLUELINE DRAWINGS FOR REINFORCING STEEL.

ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CHECKED BY: _____
DRAWN BY: _____

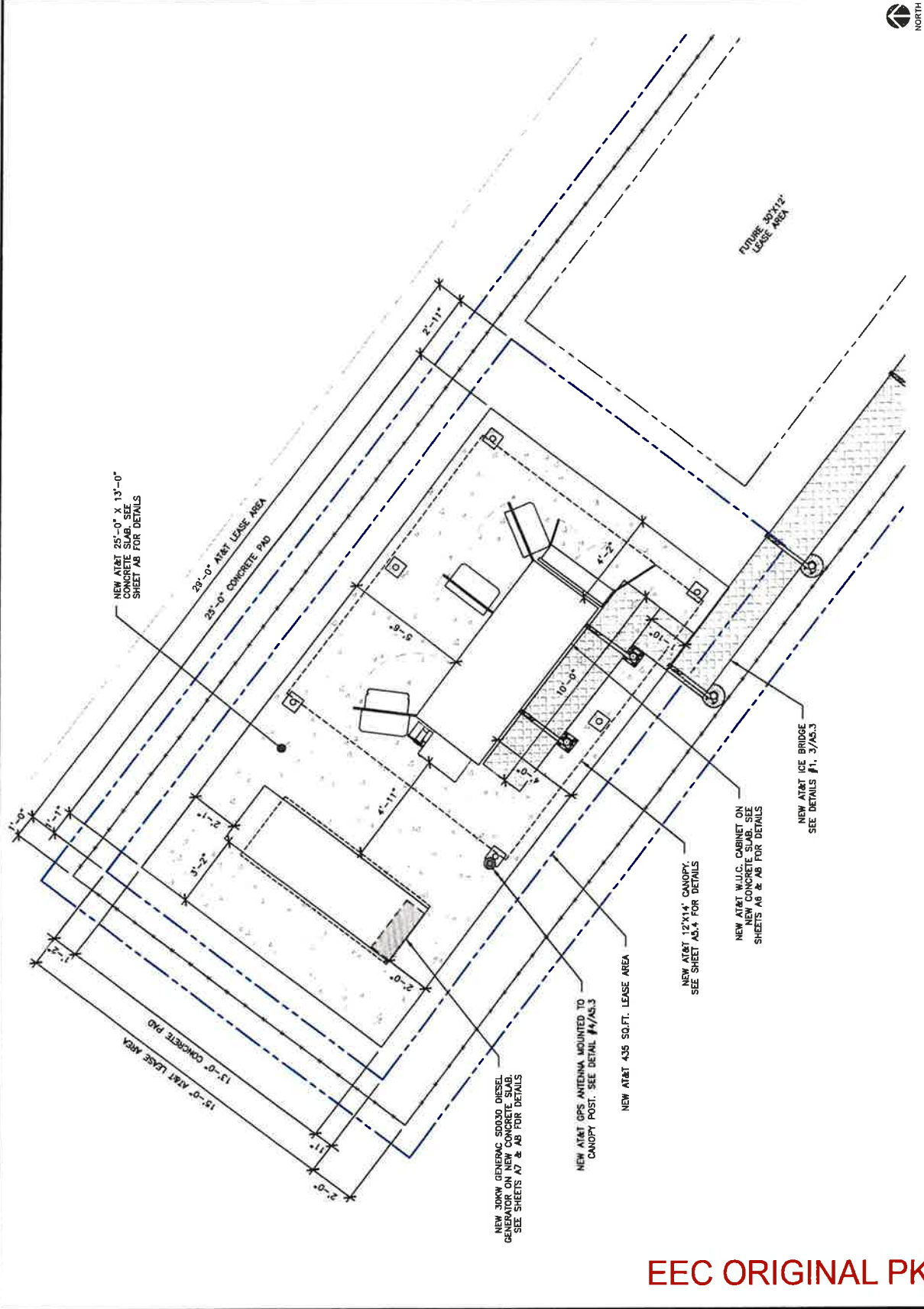
REV#	DATE	DESCRIPTION	BY	CHKD
A	10/22/22	PRELIMINARY		

THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE: EQUIPMENT PLAN

SHEET NUMBER: A2



SCALE: 1/8" = 1'-0"



1

EQUIPMENT PLAN

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

604 FOX GILLEN
MILPITAS, CA 95035
TEL: (415) 942-2770
FAX: (415) 942-2771
www.westchesterservices.com

**PRELIMINARY DRAWINGS
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DRAWN BY: AN
CHECKED BY: RSM

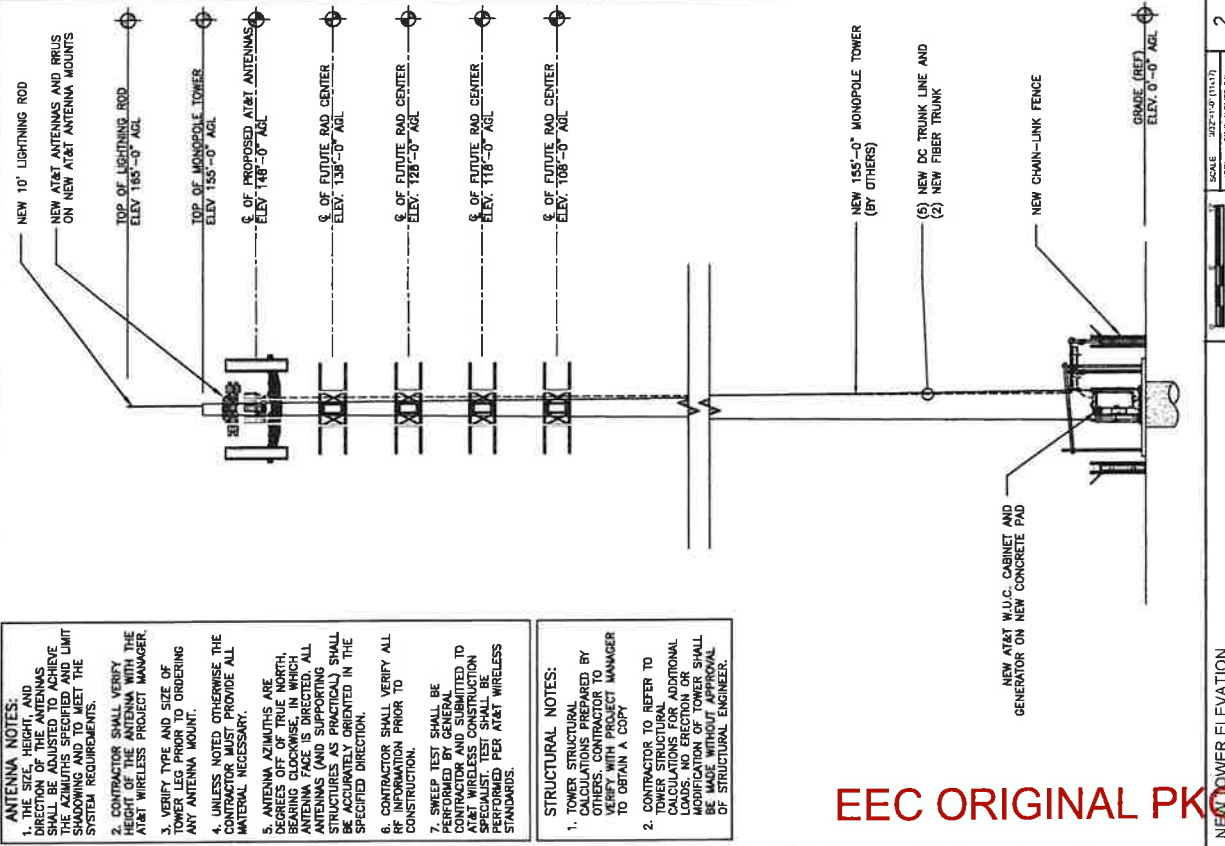
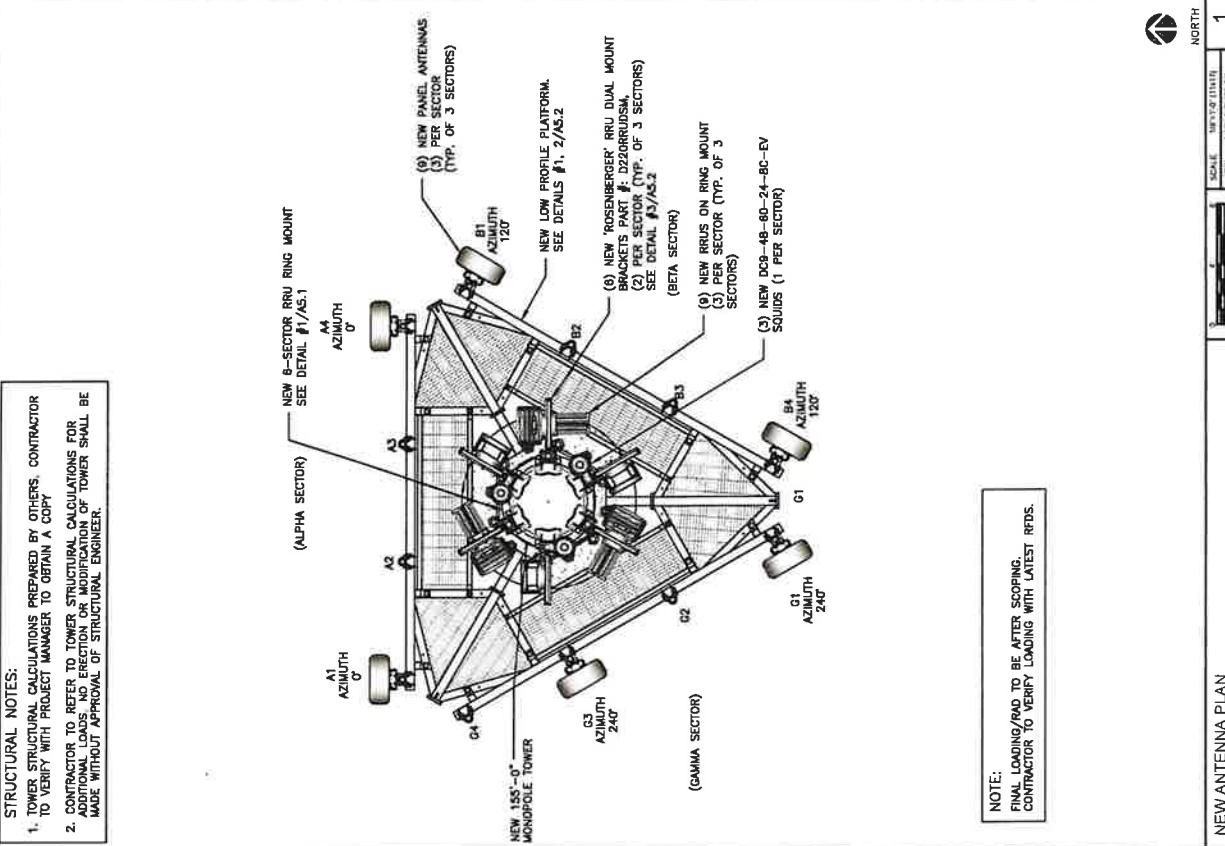
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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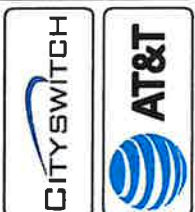
SITE NAME: BEN HUI SE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: **TOWER ELEVATION & ANTENNA PLAN**

SHEET NUMBER: **A3**



EEC ORIGINAL PKG



WESTCHESTER SERVICES, LLC
 64 FOX VALLEY BLVD
 BAYVIEW, CA 94022
 TELEPHONE: 415.771.8070
 FAX: 415.771.8880
 at@westchesterservices.com

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REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

3. FIBER CABLES THAT THESE PLANS ARE PREPARED BY ARE UNDER AN INDENTIFIED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

SHEET TITLE
SCHEDULE & CABLE NOTES
 SHEET NUMBER
A4

SECTOR	POS	TECH	ANTENNA	ANTENNA H/ HEIGHT	AZ	TWA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	LTE 700/1900/AWS	COMMSCOPE NNH4-65C-RBH4 (N)	-	0°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON B843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	148'-0" ASL	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-
B	1	UMTS 700	COMMSCOPE NNH4-65C-RBH4 (N)	-	120°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	148'-0" ASL	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-
C	1	LTE 700/1900/AWS	COMMSCOPE NNH4-65C-RBH4 (N)	-	120°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON B843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM	(1) 24 PAIR FIBER (N) DC (SHARED WITH A1/B1)	225'	0
	2	-	-	148'-0" ASL	-	-	-	-	-	-
	3	-	-	-	-	-	-	-	-	-

NEW ANTENNA CONFIGURATION AND CABLE SCHEDULE BASED ON RFDS DATES 09/28/2022

IN = NEW
 EX = EXISTING
 IM = EXISTING/RELOCATED
 JM = MECHANICAL

* INCLUDES SAFETY FACTOR OF 20 FT. (0.0 FT. AT BOTH ENDS OF CABLE RUN)
 CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION

Site Fiber Color Code Chart

Sector	Fiber Cable Pair #	Tape Band Color	Function
Sector A	1	Red	LTE-700-A-RBH-A1
	2	Blue	LTE-AWS-A-RBH-A2
	3	Yellow	LTE/UMTS-850/1900-A-RBH-A3
	4	Green	Sector A Spare
Sector B	5	Blue	LTE-700-B-RBH-B1
	6	Yellow	LTE-AWS-B-RBH-B2
	7	Green	LTE/UMTS-850/1900-B-RBH-B3
	8	White	Sector B Spare
Sector C	9	Green	LTE-700-C-RBH-C1
	10	Yellow	LTE-AWS-C-RBH-C2
	11	Blue	LTE/UMTS-850/1900-C-RBH-C3
	12	White	Sector C Spare

Legend: = No Tape Band

- CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
 - CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
 - CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).
- NOTES
- SCALE: N.T.S. 3
- CABLE MARKING LOCATIONS TABLE**
- | NO | LOCATIONS |
|----|---|
| 1 | EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS. |
| 2 | EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING. |
| 3 | CABLE ENTRY POINT ON THE INTERIOR OF THE SHELTER. |
| 4 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
| 5 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
- THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
 - THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE INDICATED ON THE ALL TAPE SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
 - USING COLOR BANDS ON THE CABLES, MARK ALL DEFECTS, DAMAGE, AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".
 - IF AN EXISTING COAXIAL LINE THAT IS IDENTIFIED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING STANDARD, IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAGGING SCHEME, THEN WHEN INSTALLING PROPOSED COAXIAL CABLES, THE GUIDELINE SHALL BE IMPLEMENTED AT THAT REGARDLESS OF TECHNOLOGY.
 - ALL COLOR BANDS INSTALLED AT THE TOP OF THE CABLE SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
 - IF COLOR CODES SHALL BE INSTALLED SO AS TO AVOID UNRAVELING WITH ONE ANOTHER FROM SIDE-TO-SIDE.
 - IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE NEW CABLES, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.
- ANTENNA & CABLING INFO. SCALE: N.T.S. 2
- SCHEDULE



**PRELIMINARY DRAWINGS
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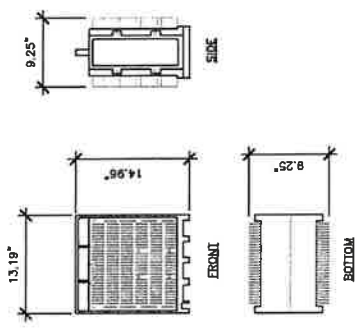
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DATE: []
DESCRIPTION: []
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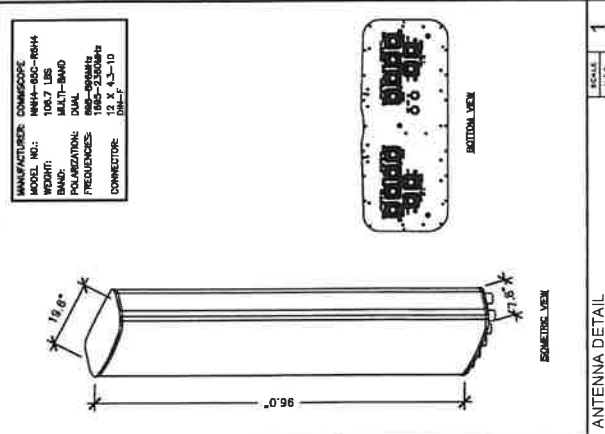
SITE NAME: BEN HUI SE
SITE ADDRESS: 5775 CA-78
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: **ANTENNA, RRU & RAYCAP DETAILS**
SHEET NUMBER: **A5**

ERISSON RRUS 8043 RZ 8060A
DIMENSIONS, HWWD: 14.96" x 13.19" x 9.25"
WEIGHT, WITHOUT MOUNTING KIT: 70 LBS (31.751 KG)

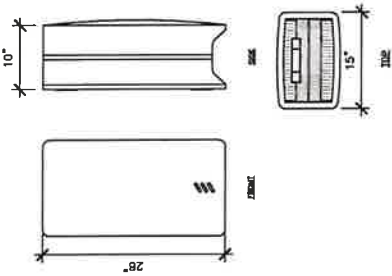


RRU DETAIL SCALE: N.T.S. 2



ANTENNA DETAIL SCALE: N.T.S. 1

ERISSON RRUS 4448
DIMENSIONS, HWWD: 26" x 15" x 10"
WEIGHT, WITHOUT MOUNTING KIT: 85 lbs

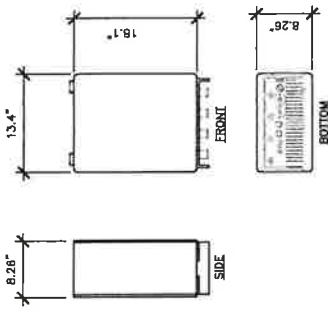


RRU DETAIL SCALE: N.T.S. 4

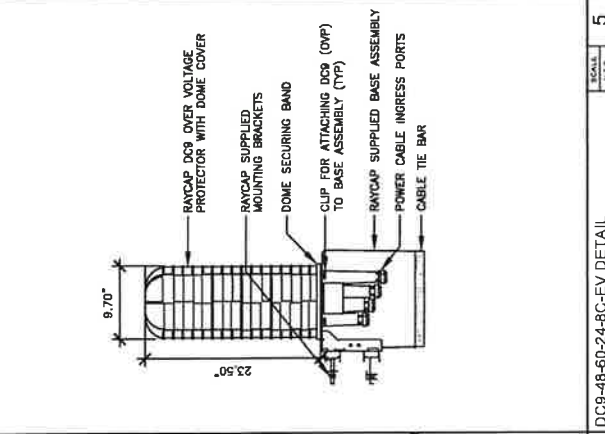


ANTENNA DETAIL SCALE: N.T.S. 3

ERISSON RRUS 4470 B14
DIMENSIONS, HWWD: 18.1" x 13.4" x 8.26"
WEIGHT, WITHOUT MOUNTING KIT: 27 KG (59.4 LBS)
STACKING OF RRUS IS NOT PERMITTED.
NO PAINTING OF RRUS IS ALLOWED.



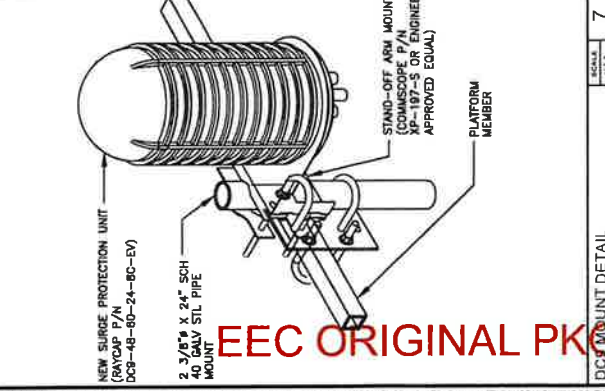
RRU DETAIL SCALE: N.T.S. 6



DC9-48-60-24-8C-EV DETAIL SCALE: N.T.S. 5

NOT USED

RRU DETAIL SCALE: N.T.S. 8



DC9-48-60-24-8C-EV DETAIL SCALE: N.T.S. 7

EEC ORIGINAL PKG



WESTCHESTER SERVICES LLC
 500 FOX GLEN
 WASHINGTON, IL 60090
 TEL: 815-277-5000
 FAX: 815-277-5000
 w@westchesterservices.com
 www.westchesterservices.com

PRELIMINARY DRAWINGS
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DESIGNED BY:	MN	RSW
CHECKED BY:		
REV	DATE	DESCRIPTION
1	10/02/23	PRELIMINARY

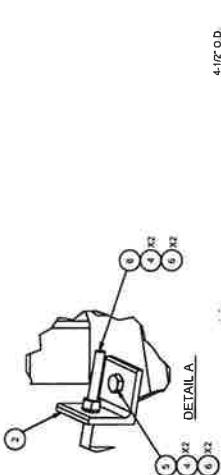
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 AND SHALL REMAIN UNDER AN EXCLUSIVE
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SITE NAME
 BELL JU/ISE
 SITE ADDRESS
 5775 CA-78
 BRANWLEY, CA 92227
 IMPERIAL COUNTY

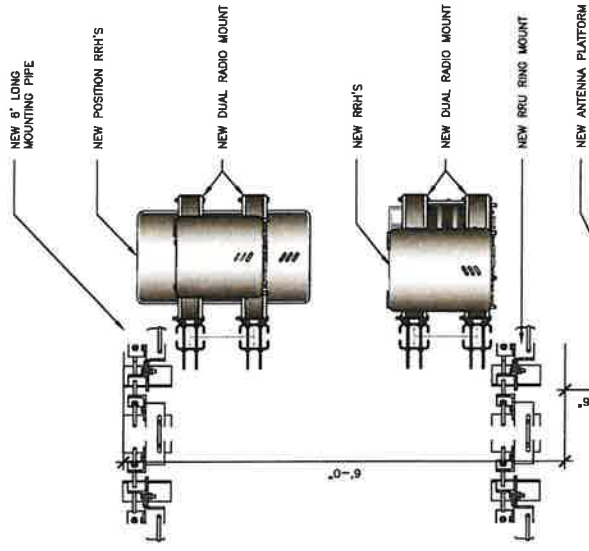
SHEET TITLE
DETAILS

SHEET NUMBER
A5.1

ITEM #	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT.	NET WT.
1	132	SICAMAN		1.584	1.584
2	24	CHINA MOUNT TIGHTENER BRACKET	3 in.	0.03	0.03
3	24	CHINA MOUNT TIGHTENER BRACKET		0.03	0.03
4	72	0191W		1.00	1.00
5	24	0191W		0.01	0.01
6	24	0191W		0.01	0.01
7	12	4-UB31212		0.18	0.18
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98	12	4-UB31212		0.18	0.18
99	12	4-UB31212		0.18	0.18
100	12	4-UB31212		0.18	0.18
TOTAL				12.61	12.61



4.1/2" O.D. MOUNTING PIPES
 (ORDERED SEPARATELY)



DESCRIPTION	81	81	81	81	81
FOR RRU RING MOUNT ON Poles 17-1/2" TO 66" DIA.	CEK	4/14/2014	BMC	4/16/2014	BCHMT
DESIGNED BY	CEK	4/14/2014	CHECKED BY	BMC	4/16/2014
DATE	4/14/2014	CUSTOMER	BMC	4/16/2014	BCHMT
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014	DATE	4/16/2014	DATE	4/16/2014
CUSTOMER	BMC	CUSTOMER	BMC	CUSTOMER	BMC
SCALE	AS SHOWN	SCALE	AS SHOWN	SCALE	AS SHOWN
PROJECT NO.	6CHMT	PROJECT NO.	6CHMT	PROJECT NO.	6CHMT
DRAWN BY	CEK	DRAWN BY	CEK	DRAWN BY	CEK
CHECKED BY	BMC	CHECKED BY	BMC	CHECKED BY	BMC
DATE	4/14/2014				



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY:
 RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

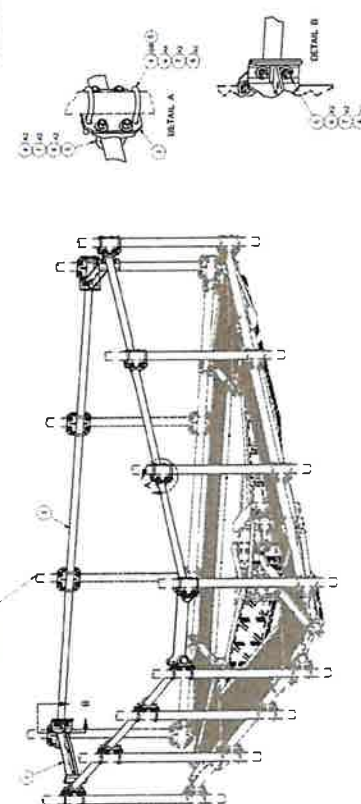
THIRDS PARTY THAT THESE PLANS WERE APPROVED AND SEALED BY A REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

SITE NAME
BEN HULSE
SITE ADDRESS
5755 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
DETAILS

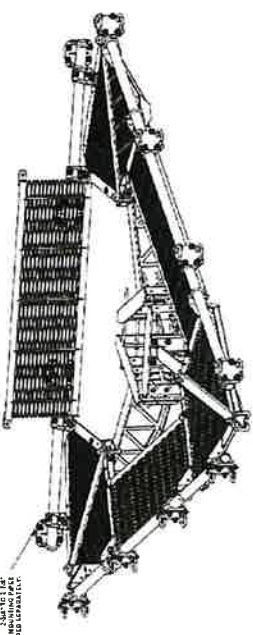
SHEET NUMBER
A5.2

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
2	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
3	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
4	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
5	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
6	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
7	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
8	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
9	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
10	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
11	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
12	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET



SCALE: N.T.S. 2 F3P-HRK12 HANDRAIL KIT DETAIL

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
2	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
3	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
4	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
5	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
6	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
7	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
8	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
9	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
10	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
11	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
12	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET



SCALE: N.T.S. 1 F3P-12W PLATFORM DETAIL

NOT USED

Product Installation

Rosenberger
Rosenberger Site Solutions, LLC

D220RRUDSM
DUAL BRM MOUNT

SCALE: N.T.S. 3 F3P-12W PLATFORM DETAIL

Product Installation

Rosenberger
Rosenberger Site Solutions, LLC

D220RRUDSM
DUAL BRM MOUNT

SECTION B-B

SECTION A-A

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
2	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
3	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
4	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
5	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
6	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
7	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
8	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
9	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
10	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
11	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
12	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET

SCALE: N.T.S. 3 F3P-12W PLATFORM DETAIL

EEC ORIGINAL PKG



BARBENTON, IL 61800
 TELEPHONE: 815.277.0600
 FAX: 815.277.0680
 at@westchester-services.com

PRELIMINARY DRAWINGS
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DRAWN BY: MN
 CHECKED BY: RMA

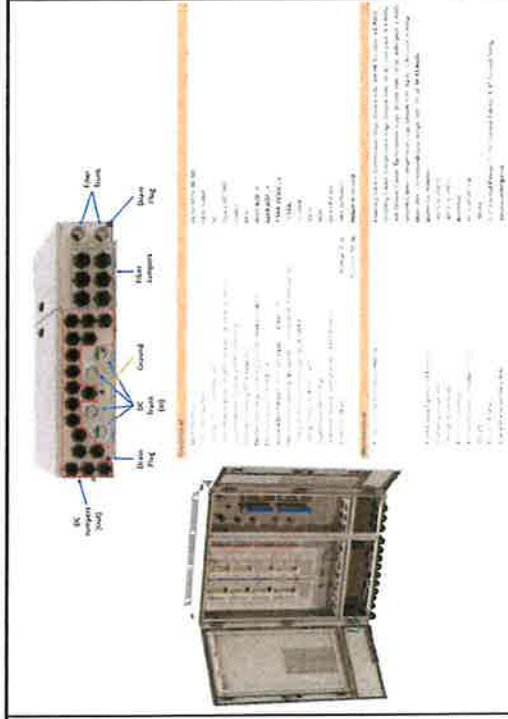
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

I HEREBY CERTIFY THAT THESE PLANS WERE
 PREPARED BY ME OR UNDER MY DIRECT
 SUPERVISION AND THAT I AM A LICENSED
 ARCHITECT UNDER THE LAWS OF THE STATE OF
 CALIFORNIA

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

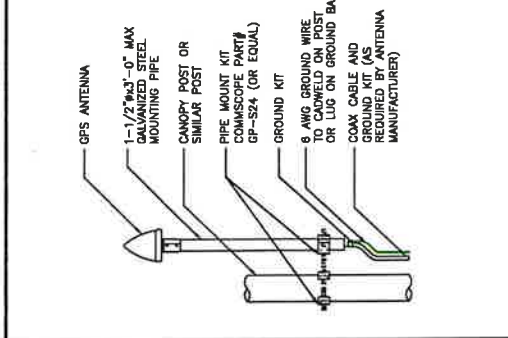
SHEET TITLE
 DETAILS

SHEET NUMBER
 A5.3



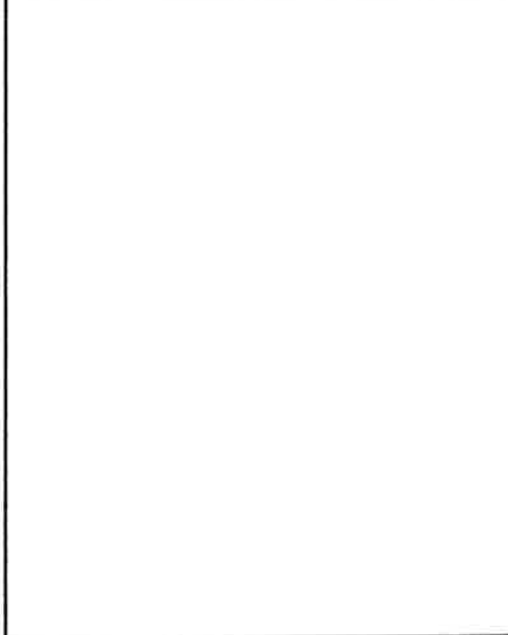
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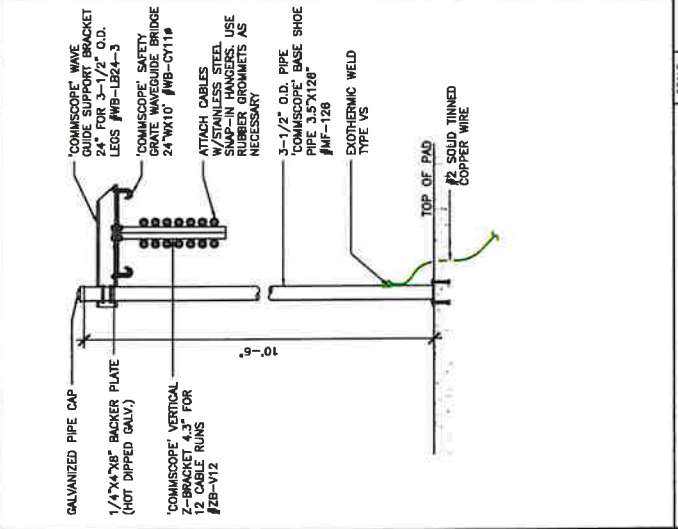
GPS ANTENNA DETAIL

SCALE	N.T.S.	4
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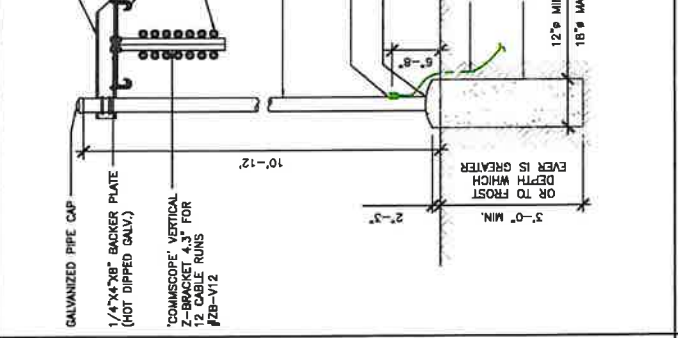
GPS ANTENNA DETAIL

SCALE	N.T.S.	6
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ICE BRIDGE DETAIL ON PAD

SCALE	N.T.S.	1
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ICE BRIDGE DETAIL

SCALE	N.T.S.	3
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PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN RSM
CHECKED BY:

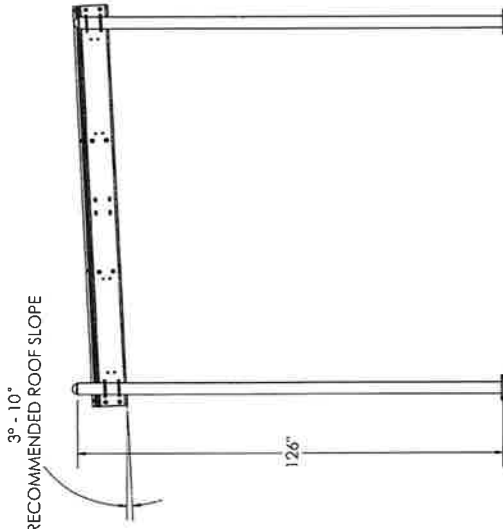
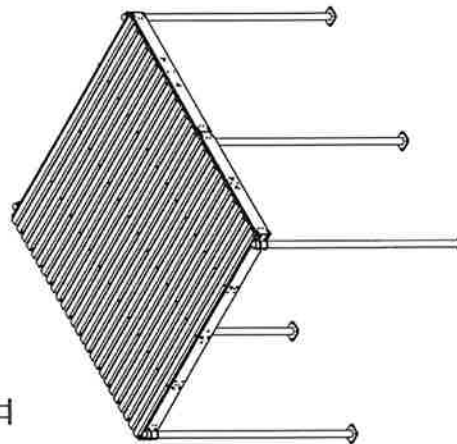
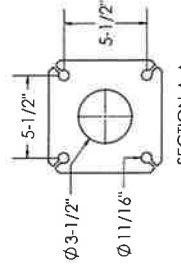
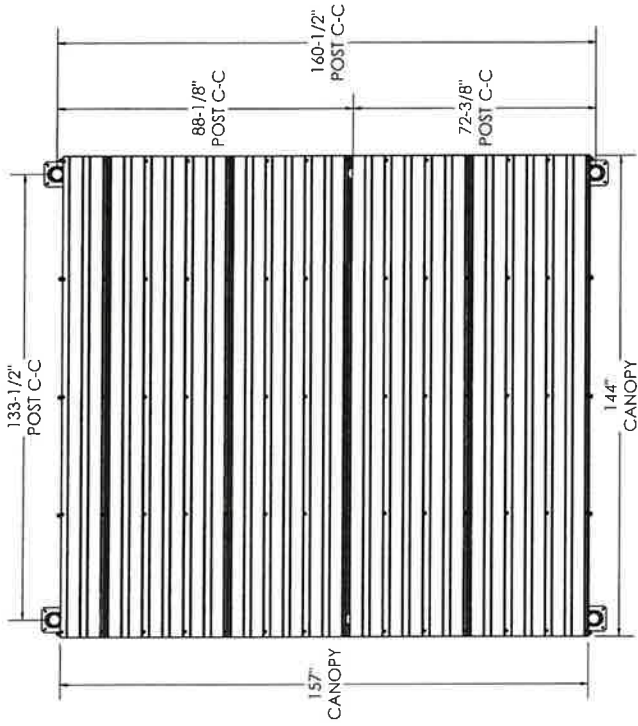
REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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

SHEET TITLE
CANOPY DETAILS

SHEET NUMBER
A5.4



ELEVATION VIEW

PV-WC1214-B

6-POST WEATHER CANOPY BASE KIT
WEIGHT: 1904 LBS
BASE ANCHORS AND FOUNDATION NOT INCLUDED

SEE DRAWING WCEQ-ENG-01 FOR ADDITIONAL DETAILS

REV	DATE	DESCRIPTION
0	12/2/21	INITIAL RELEASE
1		D/J/N
2		PV-WC
3		01_Canopies
4		07_Platforms & Canopies



WEATHER CANOPY

DOCUMENT NUMBER

WC1214-ENG-R0

SCALE
N.T.S.

1

CANOPY DETAILS





PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

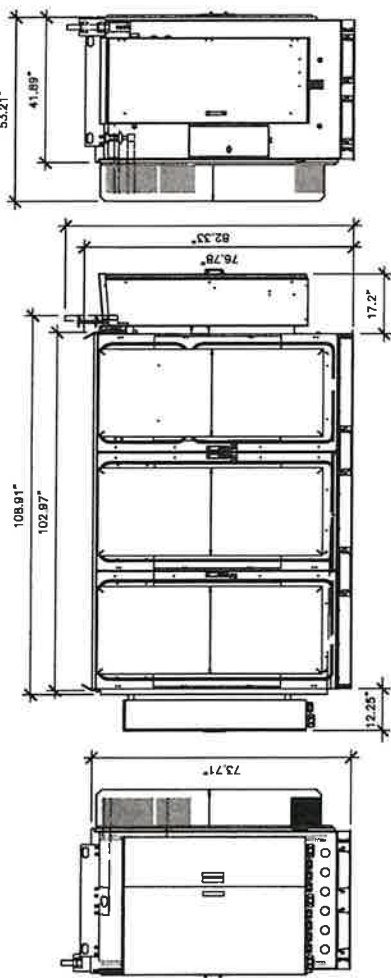
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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WERE PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND THAT I AM A LICENSED
ARCHITECT UNDER THE LAWS OF THE STATE OF
CALIFORNIA.

SITE NAME
BENT HILL
SITE ADDRESS
5775 CA-78
IMPERIAL COUNTY

SHEET TITLE
WALK-UP
CABINET DETAILS

SHEET NUMBER
A6

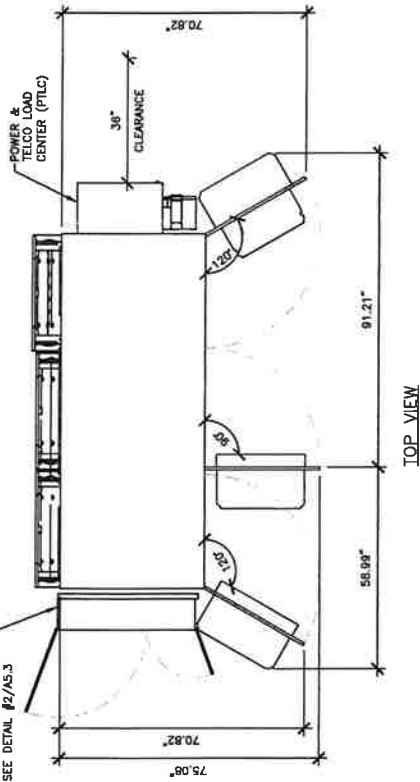


RIGHT VIEW

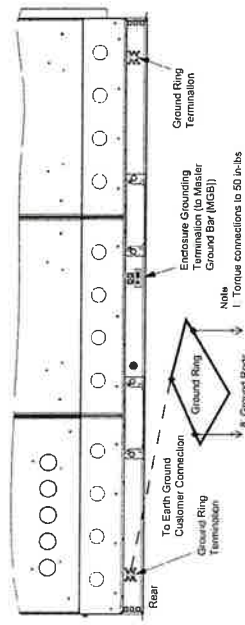
FRONT VIEW

LEFT VIEW

RAYCAP DC50-48-80-98-SOF
SURGE PROTECTION AND FIBER
MANAGEMENT JUNCTION BOX.
SEE DETAIL #2/AS.3



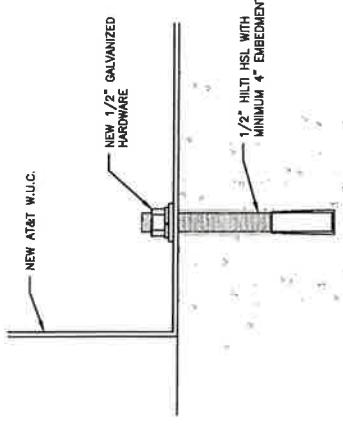
SPECIFICATIONS:
VELOCITY: VERTV 3-BAY ENCLOSURE
MODEL #: F2020030
DIMENSIONS (HxWxD): 82.33" x 102.97" x 53.21"
WEIGHT: SHIPPING: 1,642 lbs
ON PWD: 2,842 lbs
LIFT: 4,442 lbs (incl. BATTERIES & 1,200 lbs CUSTOMER EQUIP)
COOL WHITE



Extended Grounding: At the center rear of the enclosure's rear panel is a grounding location that provides 300-36 inch long 3/8" diameter ground rods. 36 inch mounting holes on 1-inch spacing are provided for each rod. This is used to provide a common ground plane for the enclosure's mounting panel at each end. All ground panel termination points shall provide 36 inch tabulated links for installation of customer provided two-hole lugs with 3/8" each mounting holes on 1-inch spacing.

CABINET GROUNDING DETAILS

NO SCALE 1



ANCHOR DETAIL

NO SCALE 2

WALK-UP CABINET (W.U.C.) DETAIL

EEC ORIGINAL PKG

SD030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

OPERATING DATA

POWER RATINGS

Standby	30 kVA	30 kW
Max. Power (1800 RPM) VAC - 1.0% Min. Power (1800 RPM) VAC - 0.6%	30 kVA 30 kW	30 kVA 30 kW
Max. Power (1800 RPM) VAC - 0.6% Min. Power (1800 RPM) VAC - 0.4%	30 kVA 30 kW	30 kVA 30 kW
Max. Power (1800 RPM) VAC - 0.4% Min. Power (1800 RPM) VAC - 0.2%	30 kVA 30 kW	30 kVA 30 kW

MOTOR STARTING CAPABILITIES (MVA)

1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%
1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%
1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%
1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%

FUEL CONSUMPTION RATES*

Full Power LTR / hr	Standby
1.1	0.7
1.1	0.7
1.1	0.7
1.1	0.7

COOLING

Generator Set	Standby
Generator Set	Standby
Generator Set	Standby
Generator Set	Standby
Generator Set	Standby

COMBUSTION AIR REQUIREMENTS

Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby

ENGINE

Rated Engine Speed (RPM)	Standby
Rated Engine Speed (RPM)	Standby
Rated Engine Speed (RPM)	Standby
Rated Engine Speed (RPM)	Standby

EXHAUST

Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby

SD030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

OPERATING DATA

POWER RATINGS

Standby	30 kVA	30 kW
Max. Power (1800 RPM) VAC - 1.0% Min. Power (1800 RPM) VAC - 0.6%	30 kVA 30 kW	30 kVA 30 kW
Max. Power (1800 RPM) VAC - 0.6% Min. Power (1800 RPM) VAC - 0.4%	30 kVA 30 kW	30 kVA 30 kW
Max. Power (1800 RPM) VAC - 0.4% Min. Power (1800 RPM) VAC - 0.2%	30 kVA 30 kW	30 kVA 30 kW

MOTOR STARTING CAPABILITIES (MVA)

1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%
1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%
1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%
1800 RPM VAC 10 - 30% 277/480 VAC 30 - 30%	208/240 VAC 30 - 30%

FUEL CONSUMPTION RATES*

Full Power LTR / hr	Standby
1.1	0.7
1.1	0.7
1.1	0.7
1.1	0.7

COOLING

Generator Set	Standby
Generator Set	Standby
Generator Set	Standby
Generator Set	Standby
Generator Set	Standby

COMBUSTION AIR REQUIREMENTS

Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby

ENGINE

Rated Engine Speed (RPM)	Standby
Rated Engine Speed (RPM)	Standby
Rated Engine Speed (RPM)	Standby
Rated Engine Speed (RPM)	Standby

EXHAUST

Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby
Flow @ Rated Prime (CFM) (m³/min)	Standby

SD030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*



OPEN SET

Item	Qty	Weight (kg)	Weight (lbs)
1	1	1500	3300
2	1	1000	2200
3	1	500	1100
4	1	200	440
5	1	100	220
6	1	50	110
7	1	25	55
8	1	12.5	27.5
9	1	6.25	13.75
10	1	3.125	6.875
11	1	1.5625	3.4375
12	1	0.78125	1.71875
13	1	0.390625	0.859375
14	1	0.1953125	0.4296875
15	1	0.09765625	0.21484375
16	1	0.048828125	0.107421875
17	1	0.0244140625	0.0537109375
18	1	0.01220703125	0.02685546875
19	1	0.006103515625	0.013427734375
20	1	0.0030517578125	0.0067138671875
21	1	0.00152587890625	0.00335693359375
22	1	0.000762939453125	0.001678466796875
23	1	0.0003814697265625	0.0008392333984375
24	1	0.00019073486328125	0.00041961669921875
25	1	0.000095367431640625	0.000209808349609375
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PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MJK
CHECKED BY: RSM

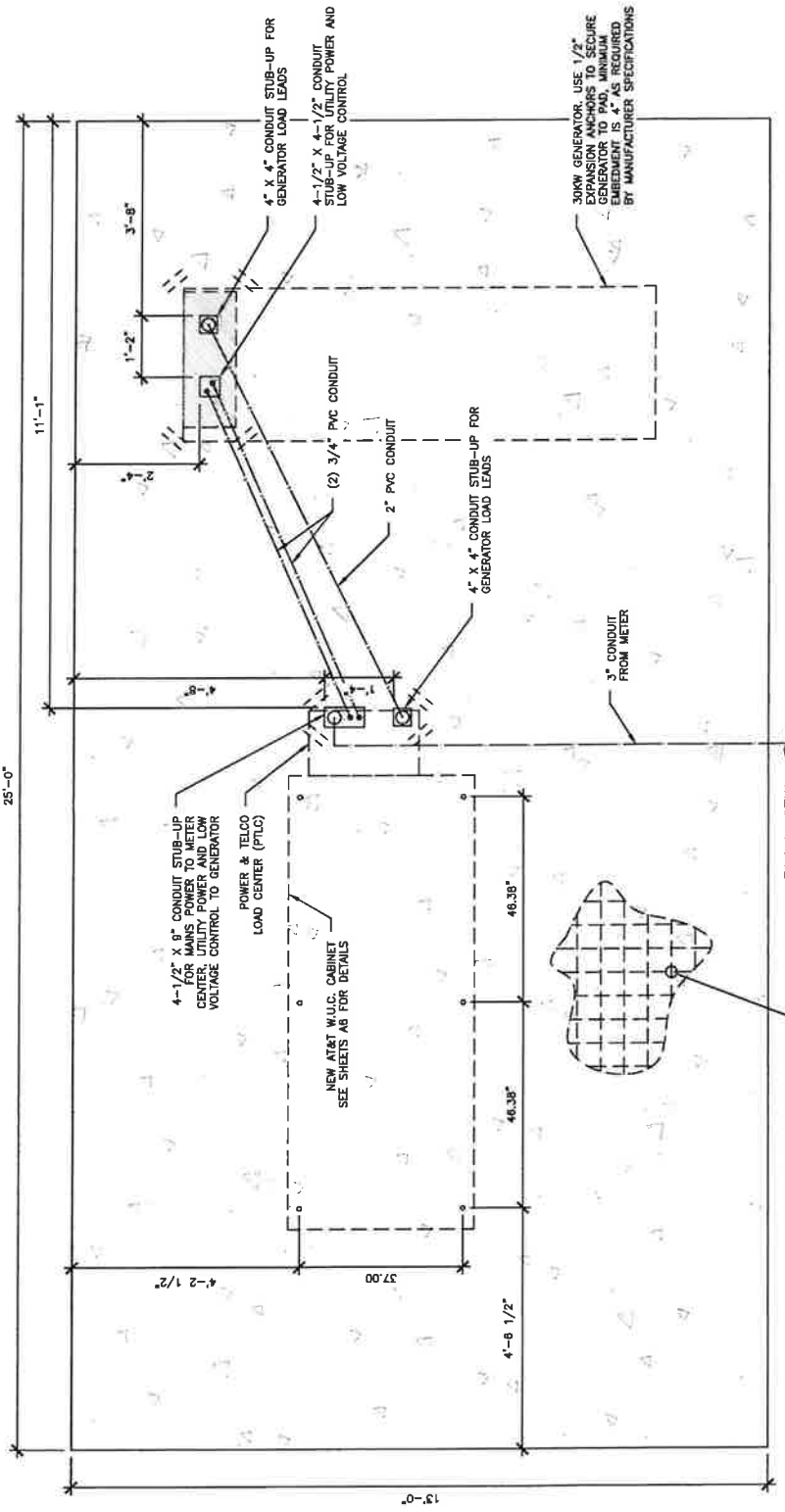
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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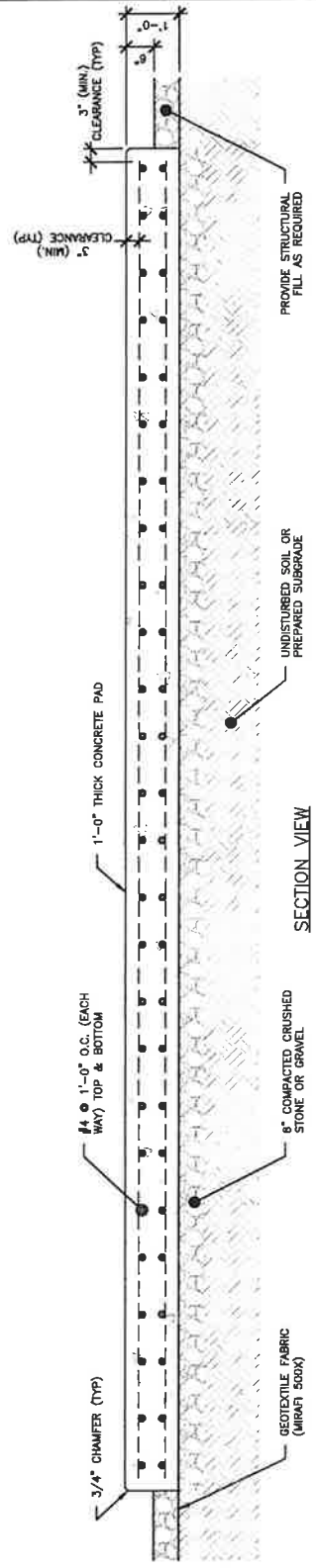
SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: CONCRETE PAD DETAILS

SHEET NUMBER: A8



PLAN VIEW



SECTION VIEW

EEC ORIGINAL PK

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY IN NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: VLN
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REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

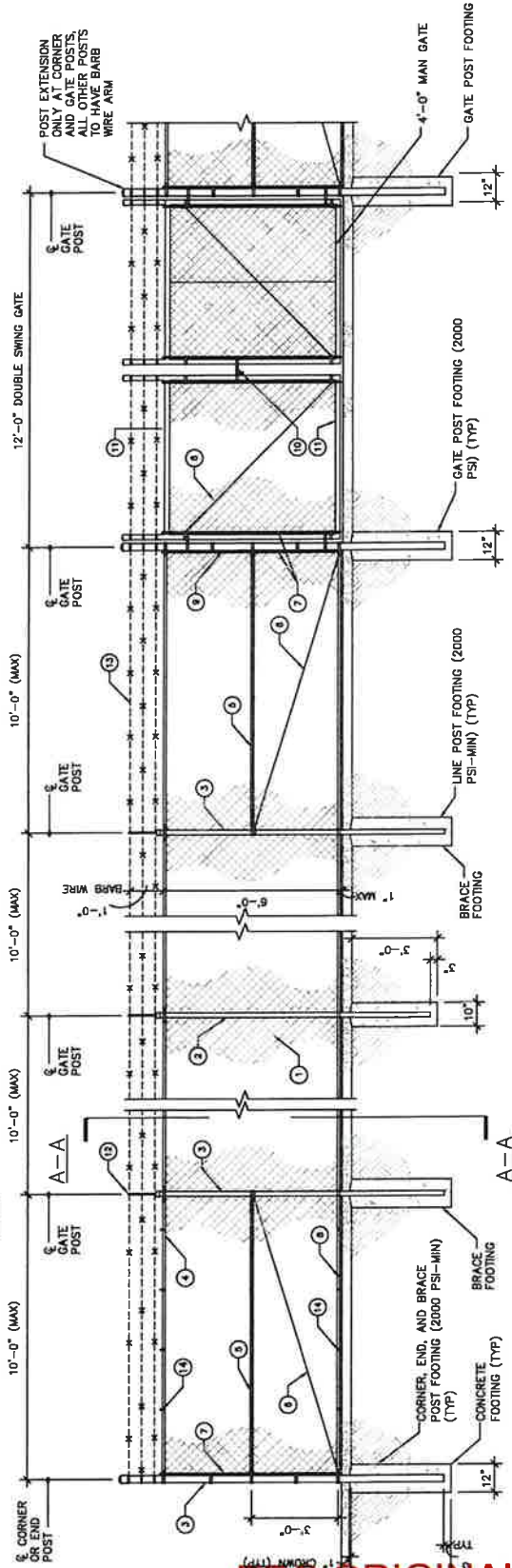
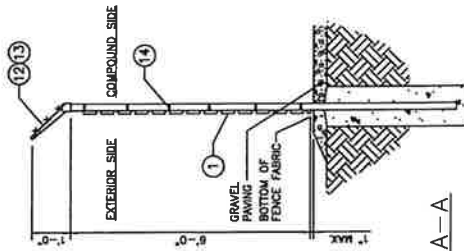
SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: FENCE DETAILS

SHEET NUMBER: A9

MATERIAL DESCRIPTION

- 1 CHAIN LINK RESIDENTIAL FABRIC, 1 1/2 GAUGE, 2 - 1/4" O.D. WIRE, GALVANIZED ASTM-A392, CLASS 2; TWISTED SELVAGE ON TOP, KNUCKLED ON BOTTOM.
- 2 LINE POSTS: 2-1/2" O.D. PIPE, 18 GAUGE (GALVANIZED) PER ASTM-F1083.
- 3 CORNER, END AND BRACE POSTS: 2-7/8" O.D. PIPE, SCHEDULE 40 (GALVANIZED).
- 4 TOP RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED) PER ASTM-F1083.
- 5 BRACE RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED).
- 6 DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
- 7 TENSION BAR: 3/16" X 3/4" GALVANIZED FLAT BAR.
- 8 BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
- 9 GATE POSTS: 2-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 10 COMBINATION PADLOCK ACCORDING TO ALET REQUIREMENTS.
- 11 GATE FRAMES: 1-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 12 BARBED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED). ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
- 13 BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUNDS 14 GAUGE BARBS SPACED 4" APART.
- 14 FABRIC TIES: ALUMINUM BANDS OR WIRES. FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.



EEC ORIGINAL PKG



WESTCHESTER SERVICES, LLC
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 BARRINGTON, IL 60010
 TEL: 847.271.6800
 FAX: 847.271.6800
 ws@westchesterservices.com
 WWW.WESTCHESTER-SERVICES.COM

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: WJK
 CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

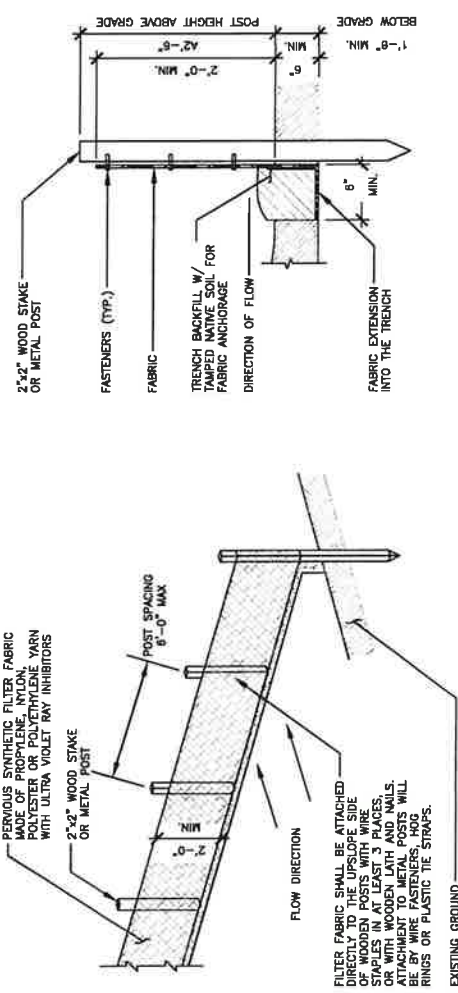
"THIS DRAWING IS THE PROPERTY OF WESTCHESTER SERVICES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, LLC."

SITE NAME: BELMONT
 SITE ADDRESS: 5775 CA-78
 IMPERIAL COUNTY

SHEET TITLE: EROSION CONTROL DETAILS

SHEET NUMBER: A11

1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE CITY OF IMPERIAL'S STANDARDS AND SPECIFICATIONS FOR URBAN SOIL EROSION AND SEDIMENT CONTROL, AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL" OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE PROVIDED AS SHOWN IN THE DRAWINGS. THE FENCE SHALL BE INSPECTED REGULARLY AND AFTER EVERY RAINSTORM THAT MIGHT PRODUCE RUNOFF. DAMAGED OR DEGRADED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION.
3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING.
4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE.
5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.
6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT.
7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER.
8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED.
9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER.
10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY.
11. REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SOIL AND TOPSOIL AT THE COMPLETION OF THE PROJECT.
12. SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED.

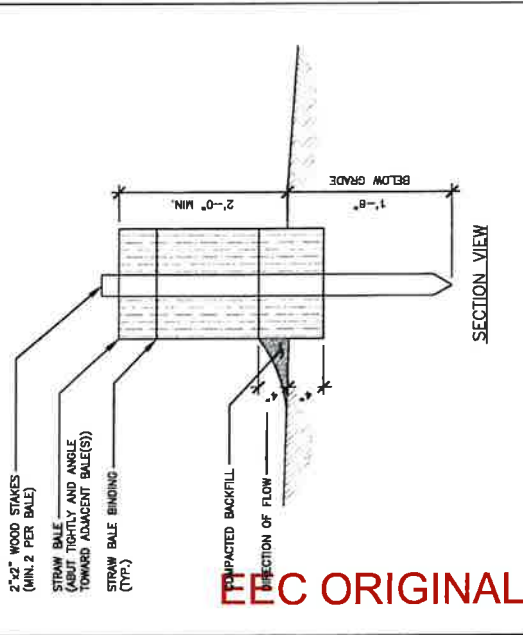


SECTION VIEW

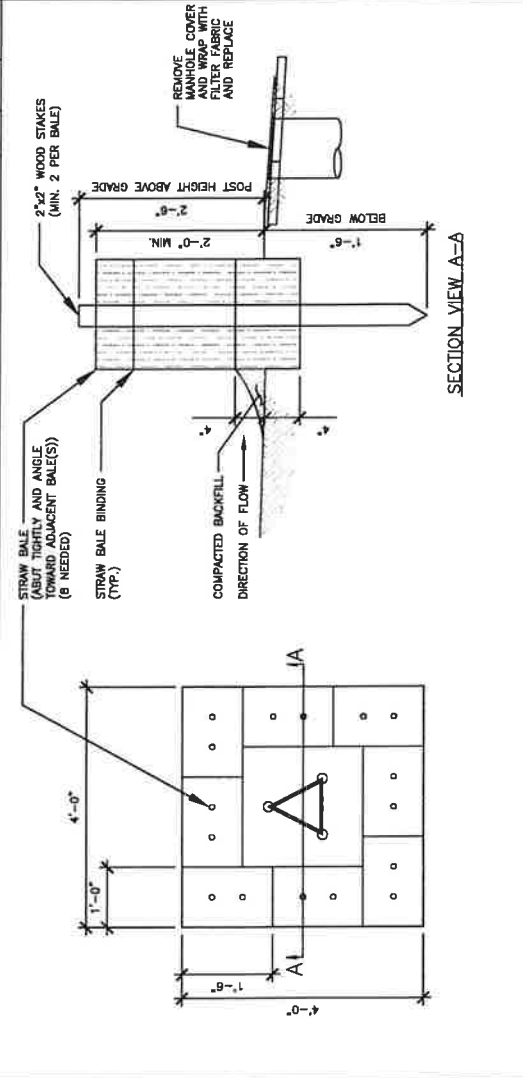
ISOMETRIC VIEW

4 EROSION CONTROL - SILT FENCE SCALE: N.T.S.

3 EROSION CONTROL - STRAW BALE (OPTIONAL) SCALE: N.T.S.



SECTION VIEW



SECTION VIEW A-A

2 EROSION CONTROL - STRAW BALE AT STORM INLET MANHOLE (IF NEEDED SEE PLANS) SCALE: N.T.S.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MM
CHECKED BY: RSM

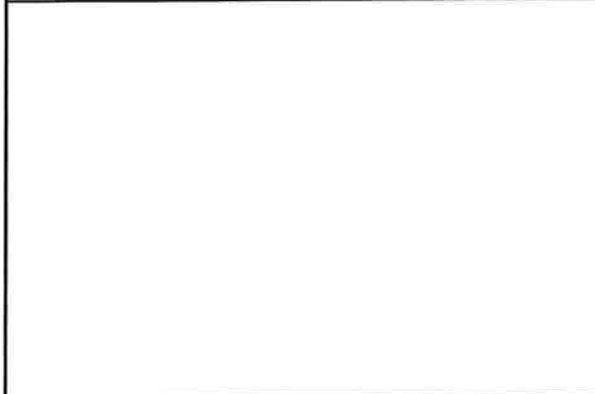
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

WEATHER COMPANY HAS THESE PLANS PREPARED BY AN ARCHITECT OR ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA

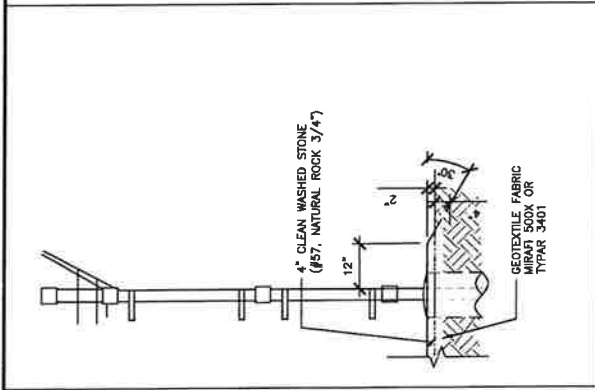
SITE NAME
BEN HUI SE
SITE ADDRESS
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
GRADING DETAILS

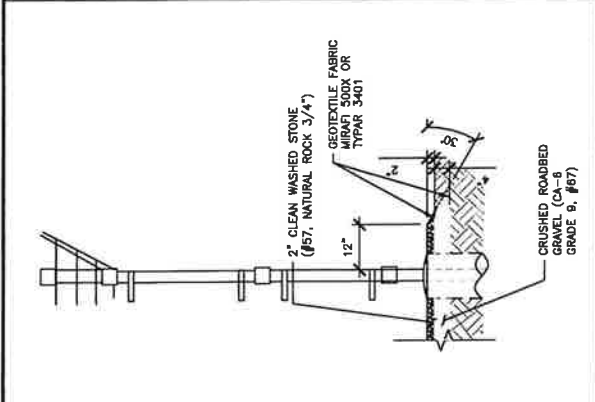
SHEET NUMBER
A12



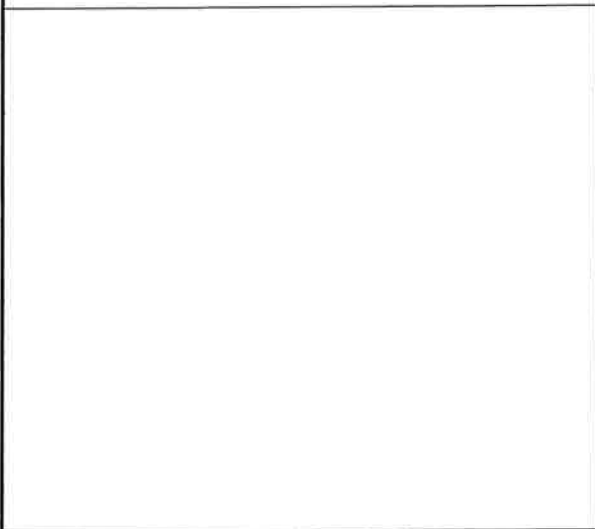
5 NOT USED



4 ALTERNATE COMPOUND GRAVEL DETAIL



3 TYPICAL COMPOUND GRAVEL DETAIL



1 ACCESS DRIVE DETAIL

EEC ORIGINAL PKG

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TELEPHONE: 617 277 6070
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WWW.WESTCHESTER-SERVICES.COM

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RMH

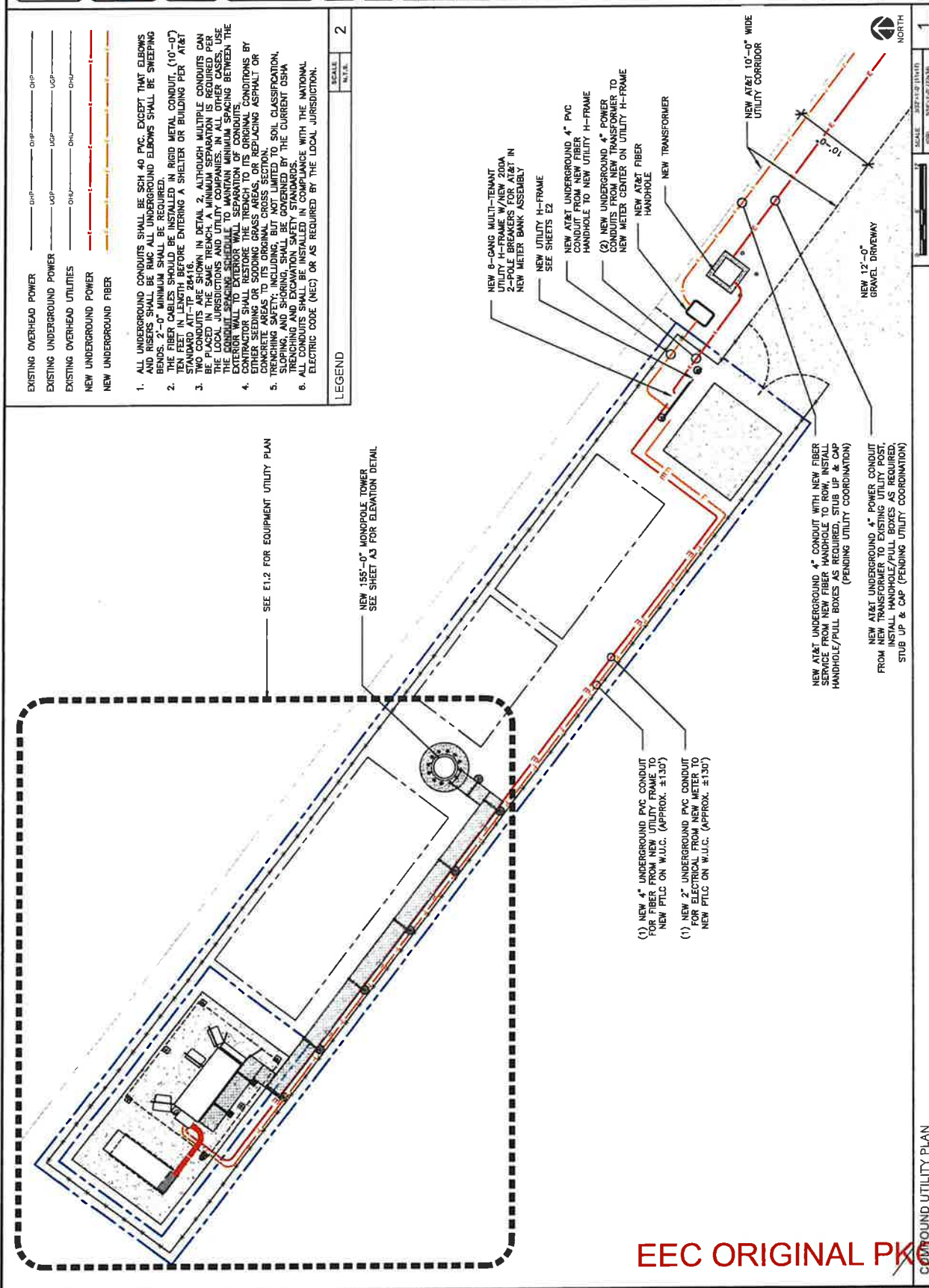
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

THESEER CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

SHEET TITLE
COMPOUND UTILITY PLAN

SHEET NUMBER
E1.1



EEC ORIGINAL PK

COMPOUND UTILITY PLAN



**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

DRAWN BY: _____
 CHECKED BY: _____
 WK _____
 RSM _____

REV. DATE DESCRIPTION
 A 10/20/23 PRELIMINARY

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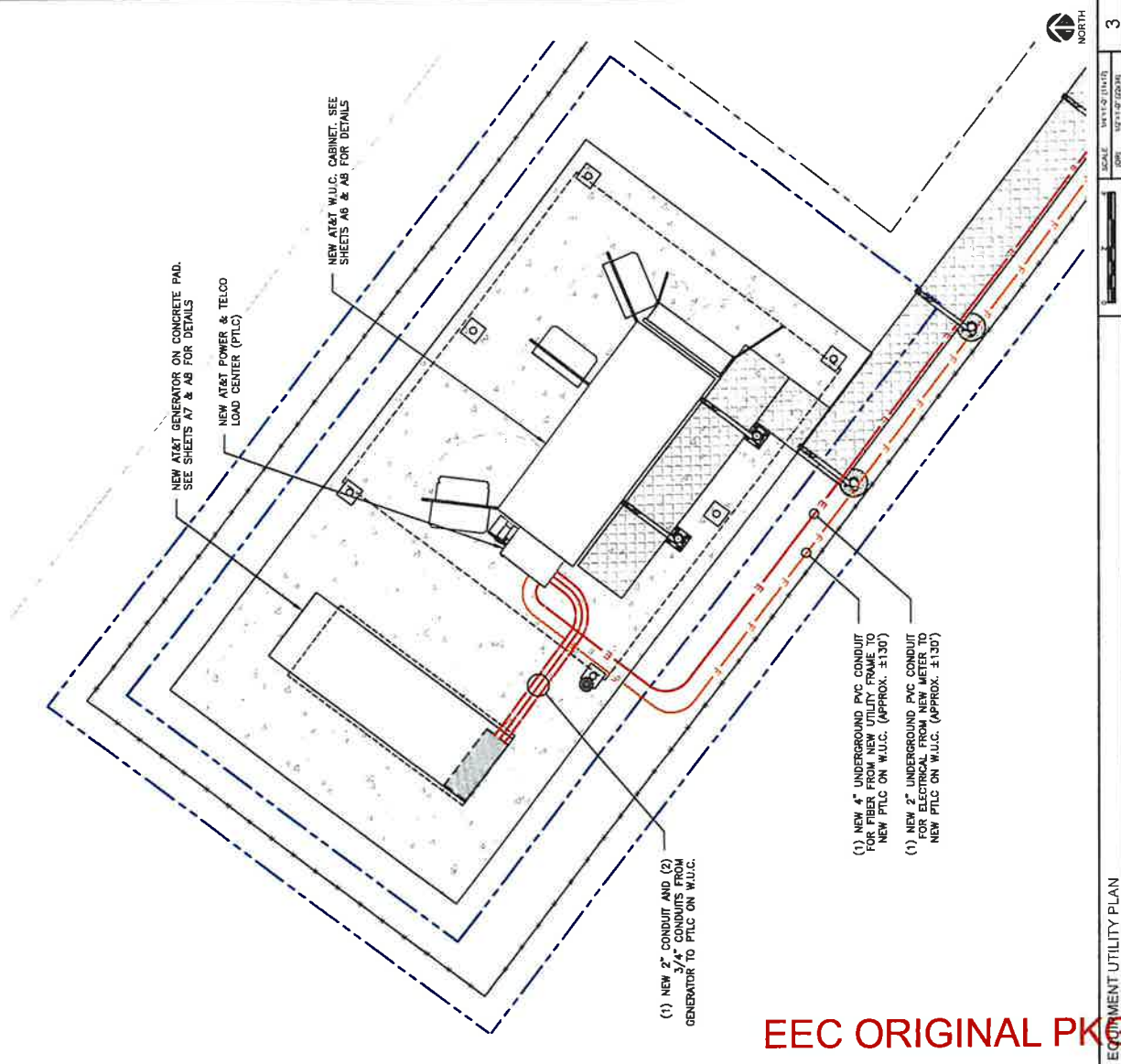
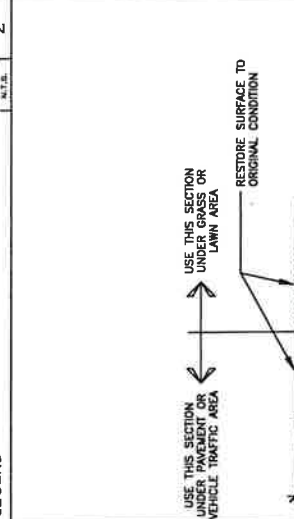
SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 5775 CA-78
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**EQUIPMENT
 UTILITY PLAN**

SHEET NUMBER
E1.2

EXISTING OVERHEAD POWER
 OHP _____
EXISTING UNDERGROUND POWER
 UGP _____
EXISTING OVERHEAD UTILITIES
 OHU _____
NEW UNDERGROUND POWER
 NUW _____
NEW UNDERGROUND FIBER
 NUF _____

- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 P.V.C. EXCEPT THAT ELBOWS AND BENDS SHALL BE 1/2" WALL THICKNESS. UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
- THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10'-0") STANDARD ATT-TP 28416.
- CONDUITS SHALL BE INSTALLED IN DETAIL 2. ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH, MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE CONDUITS. EXTERIOR WALL SEPARATION OF CONDUITS SHALL BE MAINTAINED EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING AND EXCAVATION SHALL BE PERFORMED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.



SCALE: 1/4" = 1'-0" (TOTAL)

DATE: 10/21/23

TRENCH DETAIL

SCALE: 1/4" = 1'-0"

1

3

EQUIPMENT UTILITY PLAN

EEC ORIGINAL PKG

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PRELIMINARY DRAWINGS
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REV	DATE	DESCRIPTION
A	06/29/21	PRELIMINARY

1. I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS AND ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

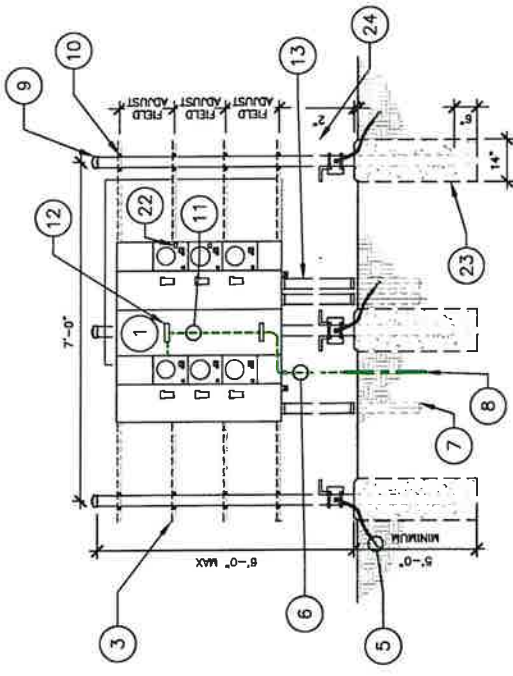
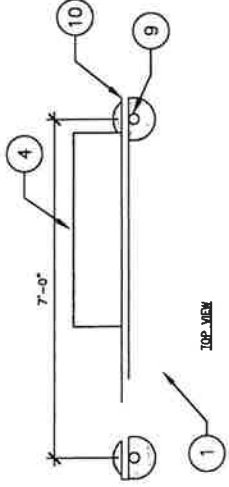
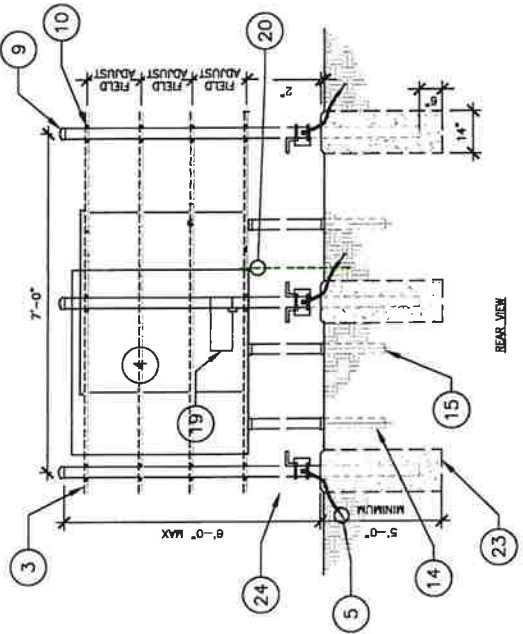
SITE NAME
BEN HUI SE
SITE ADDRESS
5775 CA-78
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
H-FRAME DETAILS

SHEET NUMBER
E-2

- NOTES:**
- CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN SERVICE CENTER, 120/240, 1A, 800AMP, NEMA 3R WITH (6) METER SOCKETS (SQUARED 0 OR EQUAL), METER CENTER SHALL BE COVERED WITH (1) 200AMP CIRCUIT BREAKERS SHALL BE COVERED WITH LOCKED METER COVER.
 - WHERE INDICATED ON PLANS PROVIDE A FIBER/TELCO DEMARCATION BOX TO INCLUDE 48"x48"x12" NEMA 3R ENCLOSURE WITH BACKPLATE (HOFFMAN OR APPROVED EQUAL), SURGE SUPPRESSION, AND 2"x12"x1/4" COPPER TIN-PLATED BRASS LOCKING RINGS (WASHERS & RUBBER GROMMETS ON BOTH SIDES OF ALL CONDUIT PENETRATIONS INTO THE BOX).
 - CONTRACTOR TO PROVIDE LOCKING PROTECTION FOR UTILITY EQUIPMENT LOCATED OUTSIDE OF THE FENCED COMPOUND AREA.
- NOTE:**
UTILITY METER ENCLOSURE INSTALLATION TO BE COORDINATED WITH THE LOCAL ELECTRICAL PROVIDER

- CALLOUTS:**
- MODULAR METERING MAIN SERVICE CENTER (SEE NOTE 1).
 - DISTRIBUTION BREAKER ADD NAMEPLATE TO IDENTIFY LETTER AND CARRIER OR PANEL (TYP).
 - P-1000 HOT DIPPED UNSTRUT CROSS MEMBER (TYP. OF 4) W/ END CAPS. VERIFY VERTICAL REPLACEMENT WITH EQUIPMENT TO BE USED.
 - NEW 48"x48"x12" NEMA 3R HOFFMAN BOX AS INDICATED ON PLANS, SEE NOTE 2.
 - 8# AWG SOLID TINNED COPPER WIRE WITH EXOTHERMIC WELD CONNECTION TO POST IN 3/4" NONMETALLIC FLEXIBLE CONDUIT (CONDUIT TO WITHIN 1" OF EXOTHERMIC CONNECTION) (TYP. AT EACH POST).
 - 2/0 AWG SOLID TINNED COPPER GROUND WIRE IN 1" PVC.
 - POWER CONDUIT TO CARRIER EQUIPMENT
 - 5/8"x10"-0" COPPER CLAD STEEL ISOLATED GROUND ROD PER CODE.
 - 3/4" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
 - 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
 - 2/0 GREEN INSULATED STRANDED COPPER WIRE.
 - SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
 - POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
 - TELCO/FIBER CONDUIT TO CARRIER EQUIPMENT.
 - FIBER CONDUIT TO CARRIER EQUIPMENT.
 - NOT USED
 - NOT USED
 - NOT USED
 - HOFFMAN BOX GROUND BAR.
 - #2 AWG GROUND WITH MECHANICAL SINGLE GANG.
 - WEATHERPROOF DUPLEX RECEPTACLE.
 - CARRIER METER LABEL.
 - CONCRETE PIER FOUNDATION TO CHIEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. DEPTH TO BE A MINIMUM OF 6" BELOW FROST LINE. SEE PIER REINFORCEMENT DETAILS ON SHEET E-5 FOR REINFORCEMENT DETAILS.
 - STEP-UP PLATFORM, SEE DETAIL SHEET E-2.1
 - NOT USED
 - NOT USED



NOTE:
CONTRACTOR TO INSTALL NUMBERED WIRE-TAPE/PULL STRINGS IN ALL CONDUITS

EEC ORIGINAL PKG



WESTCHESTER
 3400 S. 111th St.
 BARRINGTON, IL 60010
 TELEPHONE: 847.277.1070
 FAX: 847.277.1984
 REC@WESTCHESTER.COM

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MNU
 CHECKED BY: RRM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

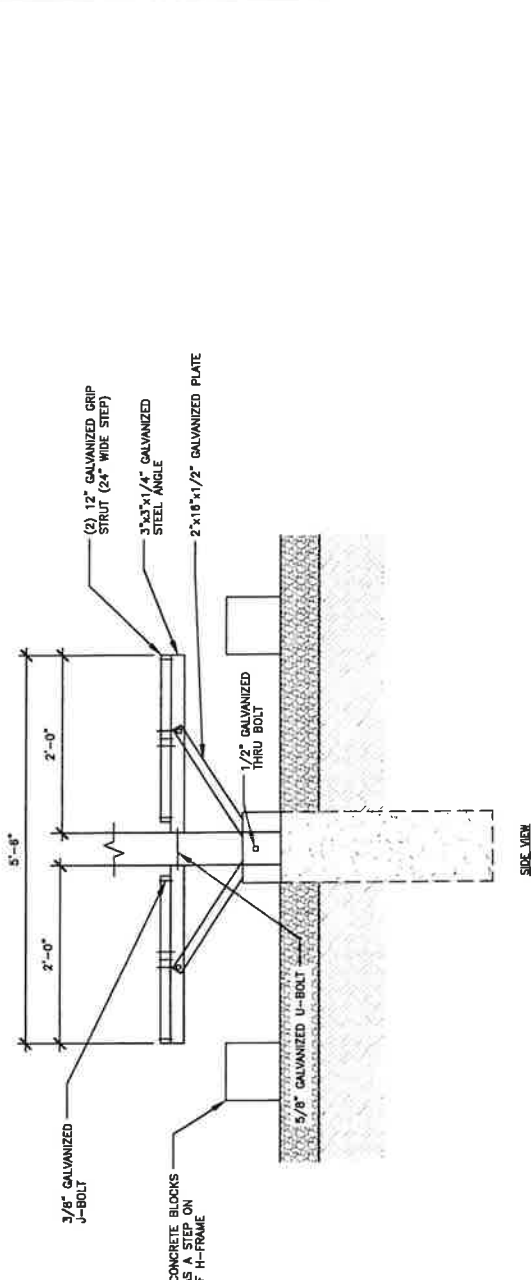
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

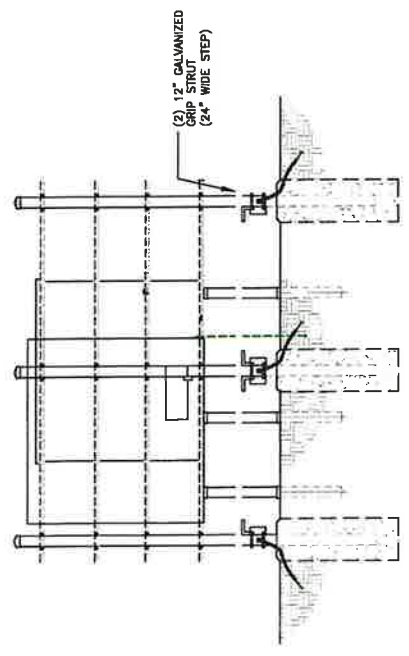
SHEET TITLE
 H-FRAME DETAILS

SHEET NUMBER
 E2.1

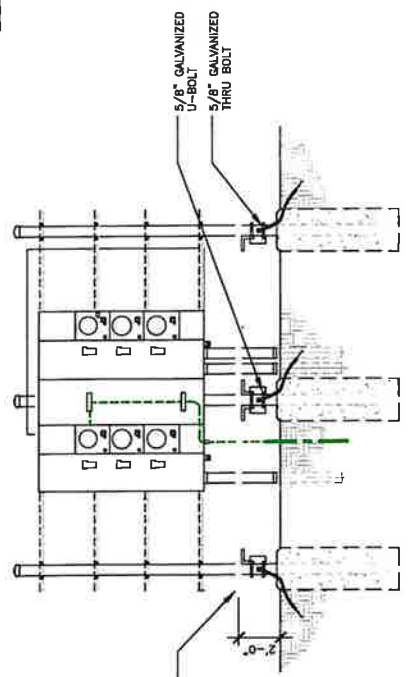
NOTES:
 1. CONDUITS NOT SHOWN FOR CLARITY.
 2. A STRUCTURAL ANALYSIS OF THIS PLATFORM WAS NOT PERFORMED BY FDH INFRASTRUCTURE SERVICES. DETAILS PROVIDED BY CUSTOMER.
 3. LATEST AISI EDGE DISTANCES AS MINIMUMS.



SIDE VIEW



REAR VIEW



FRONT VIEW

NOTE:
 CONTRACTOR TO INSTALL NUMBERED MULE-TAPE/PULL STRINGS IN ALL CONDUITS

EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: [blank] MN [blank] RM [blank]

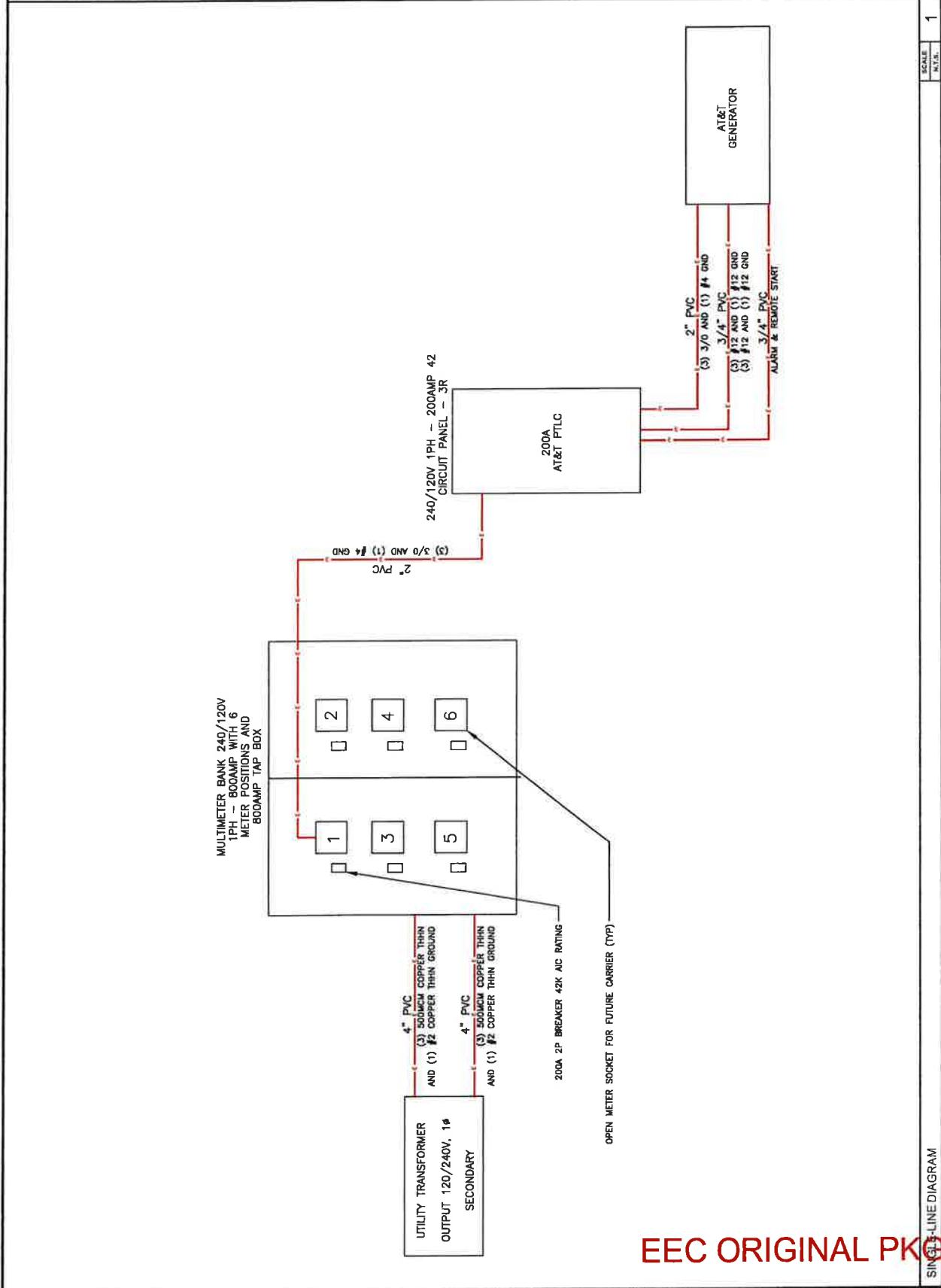
REV	DATE	DESCRIPTION
A	10/09/23	PRELIMINARY

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

SHEET TITLE: SINGLE-LINE DIAGRAM

SHEET NUMBER: E3



SCALE: N.T.S. 1

SINGLE-LINE DIAGRAM

EEC ORIGINAL PK



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CHECKED BY: _____
DRAWN BY: _____

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

THESE DRAWINGS AND THESE PANEL SCHEDULES
PREPARED BY ME OR UNDER MY DIRECT
SUPERVISION AND I AM A LICENSED PROFESSIONAL
ARCHITECT UNDER THE LAWS OF THE STATE OF
CALIFORNIA.

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

SHEET TITLE
PANEL
SCHEDULES

SHEET NUMBER
E4

NOT USED

SCALE: N.T.S. 2

METER POSITION 1 - AT&T INTEGRATED LOAD CENTER

LOAD	DESCRIPTION	LOAD PER PHASE (VA)		WIRE COLOR	TYPE	CIRCUIT	CIRCUIT	CIRCUIT	CIRCUIT	CIRCUIT	LOAD PER PHASE (VA)			TOTAL
		A	B								A	B	C	
1	RECEPT #1	1400	1400	BLK X	40 (10)	40	40	40	40	40	1400	1400	1400	3120
3	RECEPT #2	1400	1400	RED	40 (10)	40	40	40	40	40	1400	1400	1400	3120
6	RECEPT #3	1400	1400	BLK X	40 (10)	40	40	40	40	40	1400	1400	1400	3120
7	RECEPT #4	1400	1400	RED	40 (10)	40	40	40	40	40	1400	1400	1400	3120
8	RECEPT #5	1400	1400	BLK X	40 (10)	40	40	40	40	40	1400	1400	1400	3120
11	RECEPT #6	1400	1400	RED	40 (10)	40	40	40	40	40	1400	1400	1400	3120
13	RECEPT #7	1400	1400	BLK X	40 (10)	40	40	40	40	40	1400	1400	1400	3120
15	RECEPT #8	1400	1400	RED	40 (10)	40	40	40	40	40	1400	1400	1400	3120
17														
19														
21	SP1 RECEPTS	180	360	RED X	12 (12)	20					180	360		540
23	OPTIONAL REFRIG RECEPTS	180	360	RED X	12 (12)	20					180	360		540
25	BATTERY CHARGER	240	240	RED X	12 (12)	20					240	240		480
26														
27	BLOCK HEATER	1800	1800	RED X	12 (12)	20					1800	1800		3600
28	SWINE													
TOTAL											3120	3120	3120	9360
TOTAL (NON-CONTINUOUS)											3120	3120	3120	9360
TOTAL (CONTINUOUS)											3120	3120	3120	9360

SCALE: N.T.S. 1

AT&T PANEL SCHEDULE

EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
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DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

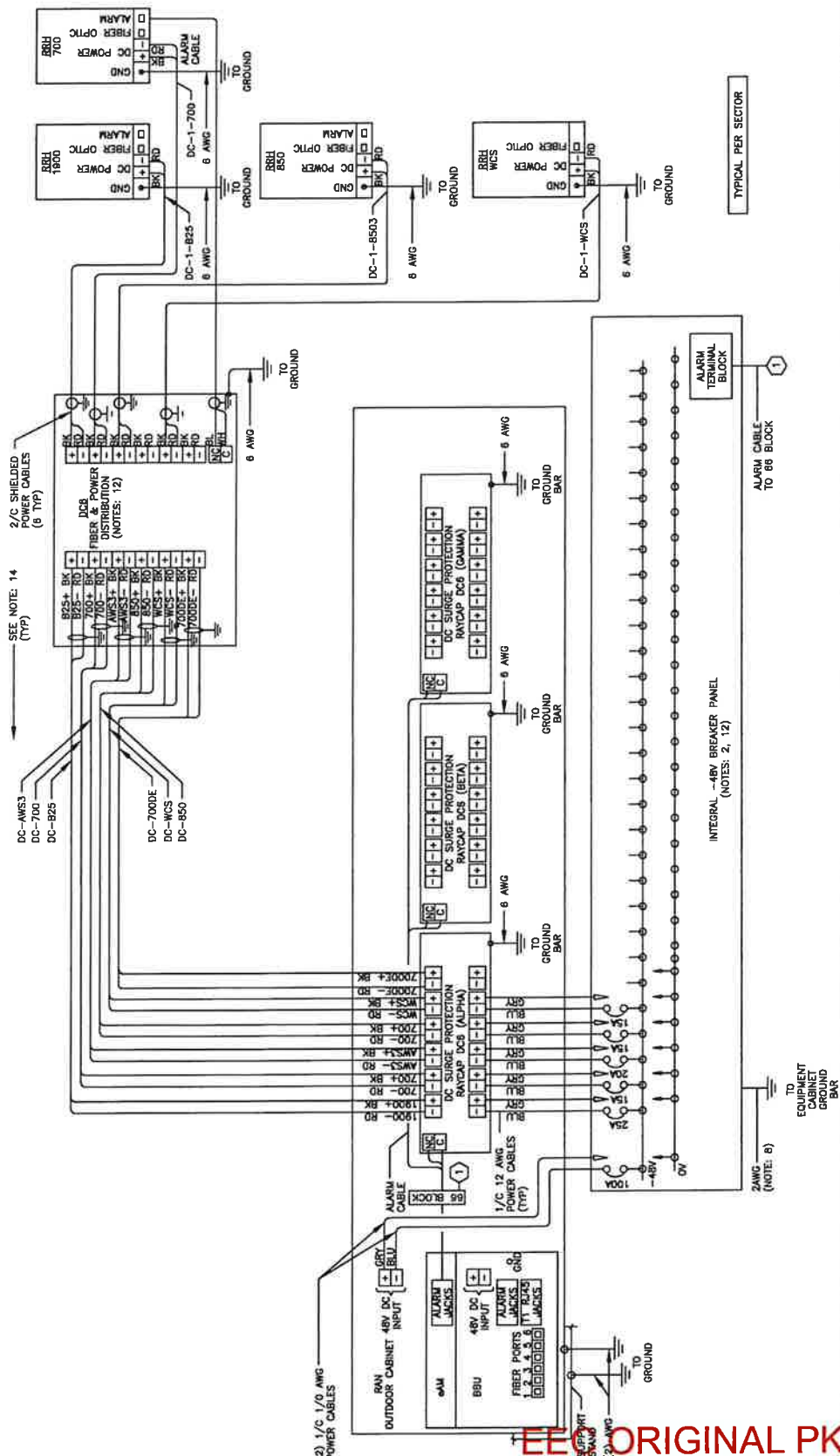
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SITE NAME
BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
DC WIRING
DIAGRAM

SHEET NUMBER
E5

- NOTES**
- LABEL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY, I.E. "A-AWS+";
 - INSTALL ON IN ADJUTARY EQUIPMENT CABINET;
 - INSTALLABLE US FOR 48V INPUT FEED A, FEED B AND REFERENCE GROUND SHALL BE 2-HOLE; 3/8" ON 1" CENTER.
 - INSTALLABLE US FOR 24V INPUT FEED A, FEED B AND REFERENCE GROUND SHALL BE 2-HOLE 1/4" ON 5/8" CENTER.
 - CABLE TERMINALS FOR CHASSIS GROUND SHALL BE 2-HOLE 1/4" ON 5/8" CENTER.
 - WHEN DISTRIBUTION BOX IS NOT USED, INSTALL 3 RUNS OF (2) 2/C CABLES IN CONDUIT, 1 EACH FROM DC SURGE SHELF TO DC8.
 - A JUNCTION BOX IS REQUIRED WHEN FIBER OPTIC CABLES ARE INSTALLED IN CONDUIT AS SCOPED BY MARKET.
 - CONVERTER REFERENCE GROUND IS NOT REQUIRED WHEN CONVERTER AND 24V DC POWER PLANT ARE ON THE SAME RACK OR ENCLOSURE.
 - GROUND WIRE OF EACH MULTI-CONDUCTOR CABLE AND DRAIN WIRE WHEN A SHIELDED CABLE IS USED, SHALL BE CONNECTED TO THE EQUIPMENT CABINET GROUND BAR.
 - SEE BAWLEY, CA 92227 FOR ALL EXCESS DC POWER AND OPTICAL FIBER CABLES (FIBER SCALES NOT SHOWN FOR CLARITY)
 - PROVIDE A JUNCTION BOX, AS SCOPED BY MARKET, TO COLLECT EXCESS DC POWER AND OPTICAL FIBER CABLES (FIBER SCALES NOT SHOWN FOR CLARITY)
 - NOTED EQUIPMENT MAY BE COMMON TO LITE AND UMITS SYSTEMS.
 - CABLE GROUND WIRE AND SHIELD DRAIN WIRE TO BE LEFT UN-TERMINATED AT RRR.
 - WHEN AN RRR IS USED INSTEAD OF AN AWS RRR CABLE, LABELS SHOULD REFLECT CORRECT FREQUENCY BAND.



SCALE: 1/8" = 1'

1

DC WIRING DIAGRAM

WESTCHESTER SERVICES, INC.
BARBENTON, NJ 08009
TELEPHONE: 908 277 8070
FAX: 908 277 0880
wsc@westchesterservices.com

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NOT FOR CONSTRUCTION

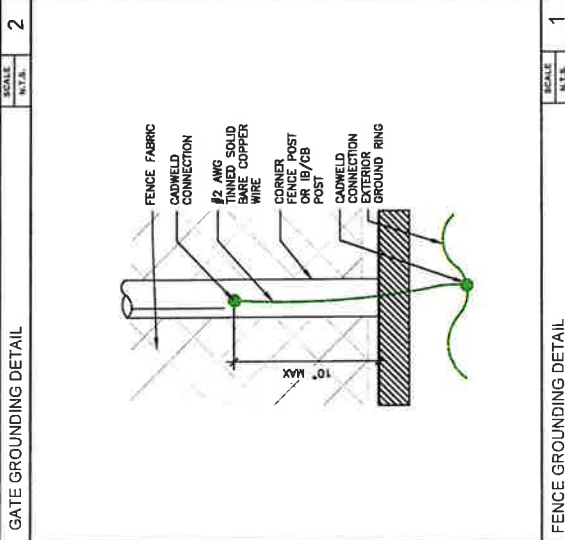
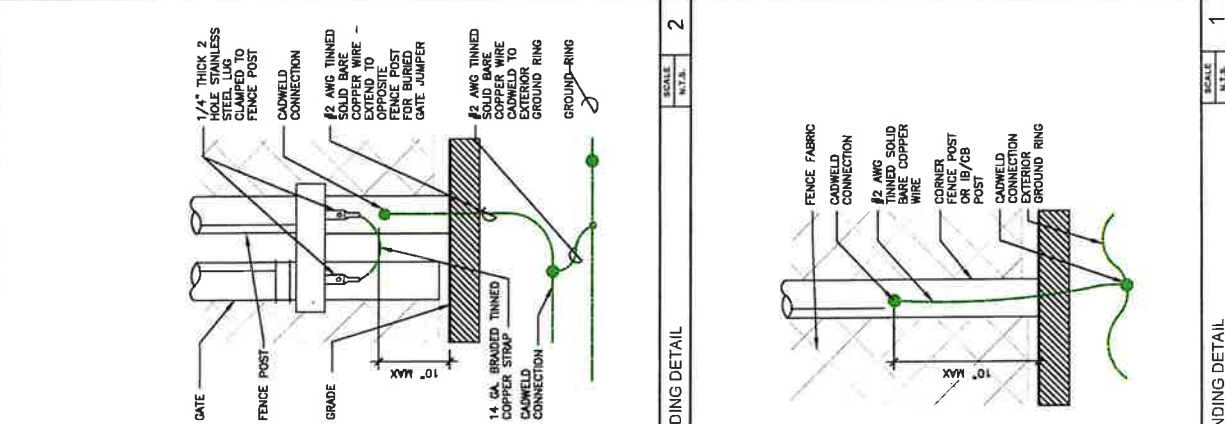
DRAWN BY:	MN	
CHECKED BY:	RSW	
REV	DATE	DESCRIPTION
A	10/29/23	PRELIMINARY

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

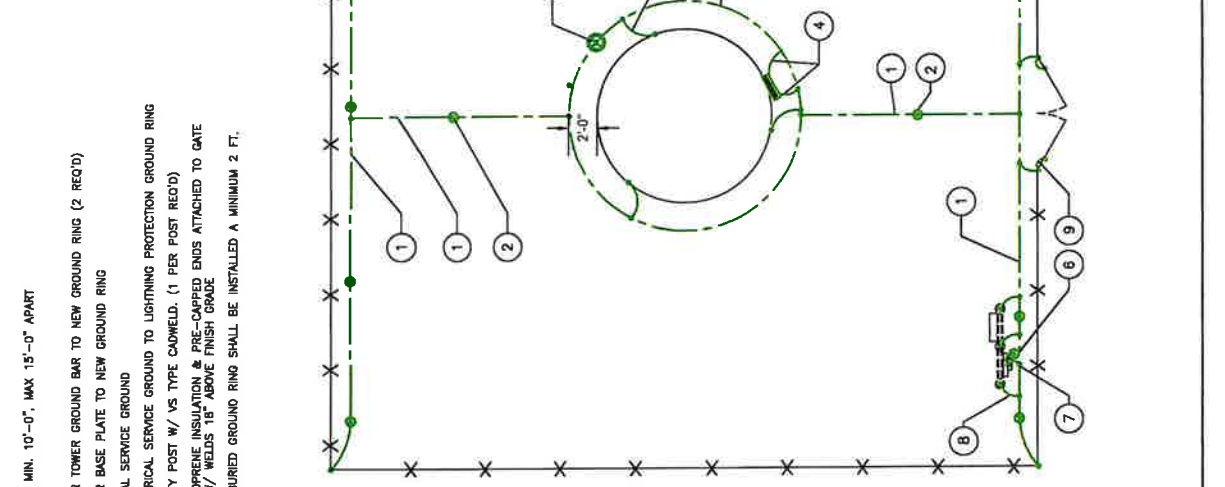
SHEET TITLE
**COMPOUND
GROUNDING PLAN**

SHEET NUMBER
G1



GROUNDING LEGEND

	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	MECHANICAL CONNECTION
	5/8"X10" COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
	NEW GROUND WIRING
	EXISTING GROUND WIRING
	TINNED COPPER GROUND BAR
	1/4"X4"X12" OR 1/4"X4"X20" EXOTHERMIC WELD
	COLLECTOR GROUND BAR
	MAIN GROUND BAR



1. GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
2. 5/8" x 10'-0" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
3. GROUND SYSTEM TEST WELL
4. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
5. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM TOWER BASE PLATE TO NEW GROUND RING
6. 5/8" x 10'-0" COPPER CLAD GROUND ROD FOR ELECTRICAL SERVICE GROUND
7. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM ELECTRICAL SERVICE GROUND TO LIGHTNING PROTECTION GROUND RING
8. #2 SOLID TINNED, BARE COPPER GROUND WIRE, BOND UTILITY POST W/ VS TYPE CADWELD, (1 PER POST REQ'D)
9. ALL I/O EQUAL 2/O GROUNDING CONDUCTOR W/BLACK NEOPRENE INSULATION & PRE-CURVED ENDS ATTACHED TO GATE POST AND GATE FRAME W/ VS TYPE EXOTHERMIC, INSTALL W/ WELDS 18" ABOVE FINISH GRADE
10. IN THE EVENT A PAD/PIER FOUNDATION IS INSTALLED, THE BURIED GROUND RING SHALL BE INSTALLED A MINIMUM 2 FT. FROM THE EDGE OF CONCRETE

NOTES:

1. ALL GROUNDING CONDUCTOR IN EARTH #2 SOLID BARE TINNED COPPER (SITC).
2. CONDUCTOR CONNECTION IN EARTH EXOTHERMICALLY WELDED.
3. ALL FENCE POST, TOWER LEGS, FRAME, ETC. SHALL BE EXOTHERMICALLY WELDED.
4. ALL GROUND BAR CONNECTIONS MECHANICALLY BUNDED WITH 2-HOLE CONNECTORS LISTED AND AVAILABLE FOR THE APPLICATION.
5. MINIMUM 2-FT SEPARATION BETWEEN GROUND RINGS AND FOUNDATION IN ALL LOCATIONS.
6. EQUIPMENT CABINET, ICE BRIDGE & EQUIPMENT FRAME GROUNDING TO BE INSTALLED ABOVE GRADE AT LOCATIONS DESIGNATED FOR FUTURE INSTALLATION OF GROUND EQUIPMENT.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DESIGNED BY: [blank]
CHECKED BY: [blank]

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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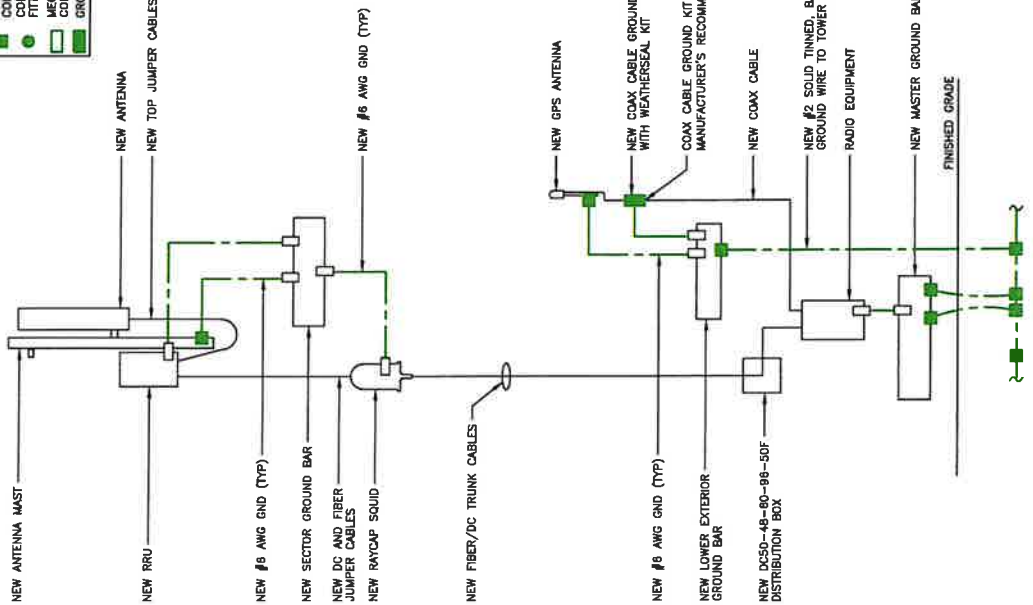
SITE NAME
BEN HULSE
5775 CAL-7B
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
**GROUNDING PLAN
& RISER DIAGRAM**

SHEET NUMBER
G2

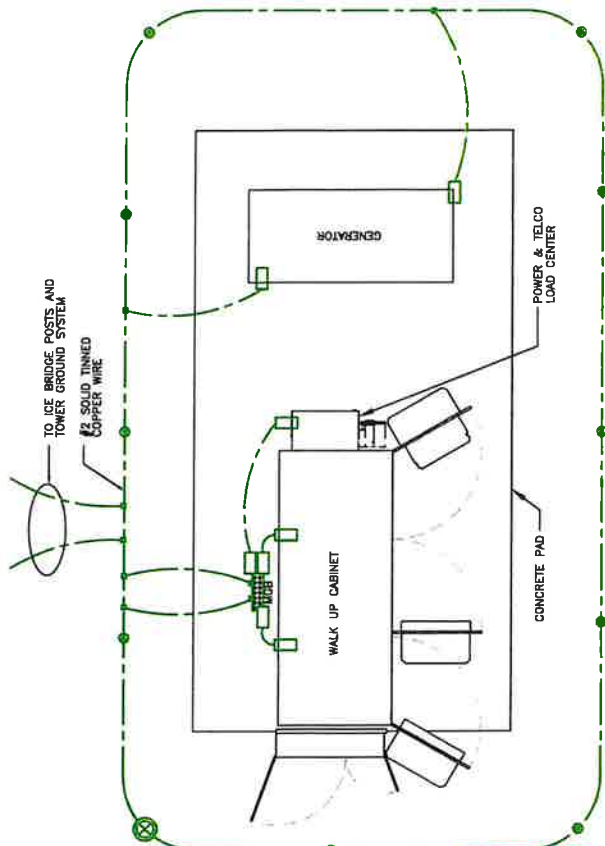
NOTE:
GROUND LEAD INSIDE RUBBER GROMMET TO BE ATTACHED WITH X-CROSS ZIP TIES TO BRACKET, DO NOT USE SNAP-IN HANGERS AROUND GROUNDS.

- LEGEND**
- MECHANICAL CONNECTION
 - EXOTHERMIC WELD CONNECTION
 - COMPRESSION FITTING CONNECTION
 - MECHANICAL CONNECTION
 - GROUND KIT



GROUNDING LEGEND

- MECHANICAL CONNECTION
- EXOTHERMIC WELD CONNECTION
- COMPRESSION FITTING CONNECTION
- 5/8"x10" COPPER-CLAD STEEL GROUND ROD
- 5/8"x10" COPPER-CLAD STEEL GROUND ROD WITH INSPECTION WELL
- PROPOSED GROUND WIRING
- EXISTING GROUND WIRING
- TINNED COPPER GROUND BAR
- 1/4"x4"x12" OR 1/4"x4"x20" COLLECTOR GROUND BAR
- MAIN GROUND BAR
- CGB
- MGB



EEC ORIGINAL PK

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CITYSWITCH



LIC TELECOM SERVICES

WESTCHESTER COMMUNICATIONS, INC. BARRINGTON, IL 60010 TELEPHONE: 847 277 0070 FAX: 847 277 0800

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DRAWN BY MM ROOM

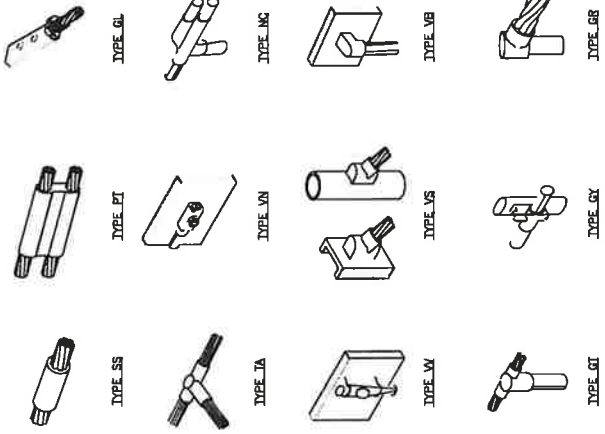
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THE CITY CENTER THAT THEIR PLANS WERE PREPARED BY HAS BEEN LICENSED BY THE STATE OF CALIFORNIA TO PREPARE AND SUPPORT UNDER THE HANDS OF THE STATE OF CALIFORNIA

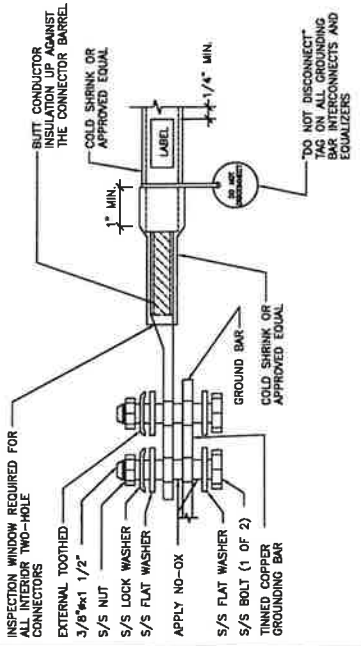
SITE NAME BEN HULSE SITE ADDRESS 5775 CA-78 BRAWLEY, CA 92227 IMPERIAL COUNTY

SHEET TITLE GROUNDING DETAILS

SHEET NUMBER G3.2



SCALE N.T.S. 1 EXOTHERMIC WELD DETAILS



EXTERIOR TWO HOLE LUG DETAIL

SCALE N.T.S. 2 NOT USED

SCALE N.T.S. 4 NOT USED

EEC ORIGINAL PKG

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NOTICE

Beyond This Point you are entering a controlled area where RF emissions may exceed the FCC General Population Exposure Limits. Follow all posted signs and site guidelines for working in a RF environment.

at&t

CAUTION

Beyond This Point you are entering a controlled area where RF emissions may exceed the FCC Occupational Exposure Limits. Only all posted signs and site guidelines for working in a RF environment.

at&t

WARNING!

DO NOT TOUCH LINES
SEARCH THE PERIMETER
MAINTAIN A SAFE DISTANCE
CLEARANCE AT ALL TIMES
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT

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**PROPERTY OF AT&T
AUTHORIZED
PERSONNEL ONLY**

IN CASE OF EMERGENCY OR FIRE
CALL 911
CALL 800-333-2322 AND REFERENCE CELL SITE NUMBER

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ALERTING SIGN
(FOR CELL SITE BATTERIES)



ALERTING SIGN
(FOR DIESEL FUEL)



ALERTING SIGN
(FOR PROPANE)



WESTCHESTER
SERVICES, LLC
1000 PARK CLAYTON
BASKING RIDGE, NJ 07017
TELEPHONE: 973.277.9079
FAX: 973.277.9800
info@westchester-services.com

PRELIMINARY DRAWINGS
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DRAWN BY: MHI
ROOM: R001
CHECKED BY:
REV: DATE DESCRIPTION
A 10/20/23 PRELIMINARY

THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

SITE NAME
BEN HULSE
SITE ADDRESS
5775 CA-78
IMPERIAL COUNTY

SHEET TITLE
SIGNAGE

SHEET NUMBER
SIGNAGE

GENERAL SIGNAGE GUIDELINES

Structures Type	INFO SIGN #1	INFO SIGN #2	INFO SIGN #3	INFO SIGN #4	Striping	NOTICE SIGN	CAUTION SIGN
Towers Monopole/Mast/Space Frame/Platform	entrance gates, shelter doors OR on the outdoor cabinets, wireless gates, shelter doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		At the height of the first ceiling step, new signs above new ground	At the height of the first ceiling step, new signs above new ground
SCE Towers/Towers with top voltage	entrance gates, shelter doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		At the height of the first ceiling step, new signs above new ground	At the height of the first ceiling step, new signs above new ground
Liquid Poles / Flag Poles	entrance gates, shelter doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		At the height of the first ceiling step, new signs above new ground	At the height of the first ceiling step, new signs above new ground
Liquid Wood Poles (LWP)	entrance gates, shelter doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		At the height of the first ceiling step, new signs above new ground	At the height of the first ceiling step, new signs above new ground
Mercedez, installed on non-LPA poles	entrance gates, shelter doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shelter doors OR on the outdoor cabinets		At the height of the first ceiling step, new signs above new ground	At the height of the first ceiling step, new signs above new ground
Roof Tops At all access points to the roof On the roof On the ground Concrete Antennas Antennas on support structures Roofview Graph	X X X X X	X X X X X	X X X X X	X X X X X			
Roofview level 6 or less, 3ft from antennas	X						
Roofview status is beyond 3ft from antennas	X						
Church Steeples	Access to steeples	On backside of Antennas	On backside of Antennas	Access to steeples			
Water Stations	Access to water	On backside of Antennas	On backside of Antennas	Access to water			

Notes for Roofing signs:
1 Enter NOTICE or CAUTION signs based on the position of each sector as close as possible to the outer edge of the sign or the outer antennas of the sector.
2 Roofview status: only blue = Notice sign, blue and yellow = Caution sign, only yellow = Caution sign to be installed.
3 Steeples: the required striping signs are to be installed on any structure or equipment (A/C, vents, roof hatch, doors, other antennas, etc.) signs may NOT be mounted on the structure (pole) to which they refer.

SIGNAGE GUIDELINES CHART

S T A Y B A C K 3 F E E T F R O M A N T E N N A

INFO SIGN #3

INFORMATION

PLEASE DO NOT TOUCH LINES
SEARCH THE PERIMETER
MAINTAIN A SAFE DISTANCE
CLEARANCE AT ALL TIMES
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT

at&t

**PROPERTY OF AT&T
AUTHORIZED
PERSONNEL ONLY**

IN CASE OF EMERGENCY OR FIRE
CALL 911
CALL 800-333-2322 AND REFERENCE CELL SITE NUMBER

at&t

INFO SIGN #4

NOTICE

ANTENNAS ARE INSTALLED IN THIS AREA
DO NOT TOUCH LINES
SEARCH THE PERIMETER
MAINTAIN A SAFE DISTANCE
CLEARANCE AT ALL TIMES
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT

at&t

INFO SIGN #5

INFORMATION

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DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT

at&t

INFORMATION

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INFO SIGN #4

NOTICE

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INFO SIGN #5

INFORMATION

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MAINTAIN A SAFE DISTANCE
CLEARANCE AT ALL TIMES
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT
DO NOT TOUCH EQUIPMENT

at&t

Lease

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

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 3rd 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 Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

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:

EEC ORIGINAL PKG

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 Exhibit "A", 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 Exhibit "A" 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 sublicensees 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 sublicensees 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 CG2417 Contractual 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: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: 

BY: 

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, 2021.

Catherine Habel



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Doyle)

On this 3rd day of May, 2022, Chris D. Gobik before me personally appeared 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 3rd day of May, 2022.

Gregory A. Brigham
Notary Public

My Commission Expires:

May 9, 2026

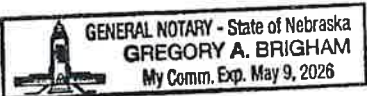


Exhibit A

Location Print Depicting the Premises



**JOHN M. BANKS
ARCHITECT**
 1000 W. CLAYTON
 BAKERSFIELD, CA 93306
 TELEPHONE: 847-277-0070
 FAX: 847-277-0070
 EMAIL: JMBANKS@JMBANKSARCHITECTS.COM

**WESTCHESTER
SERVICES, LLC**
 601 FOX GLEN
 BAKERSFIELD, CA 93306
 TELEPHONE: 847-277-0070
 FAX: 847-277-0070
 ac@westchesterllc.com

**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

DRAWN BY: JMN
 CHECKED BY: JMN

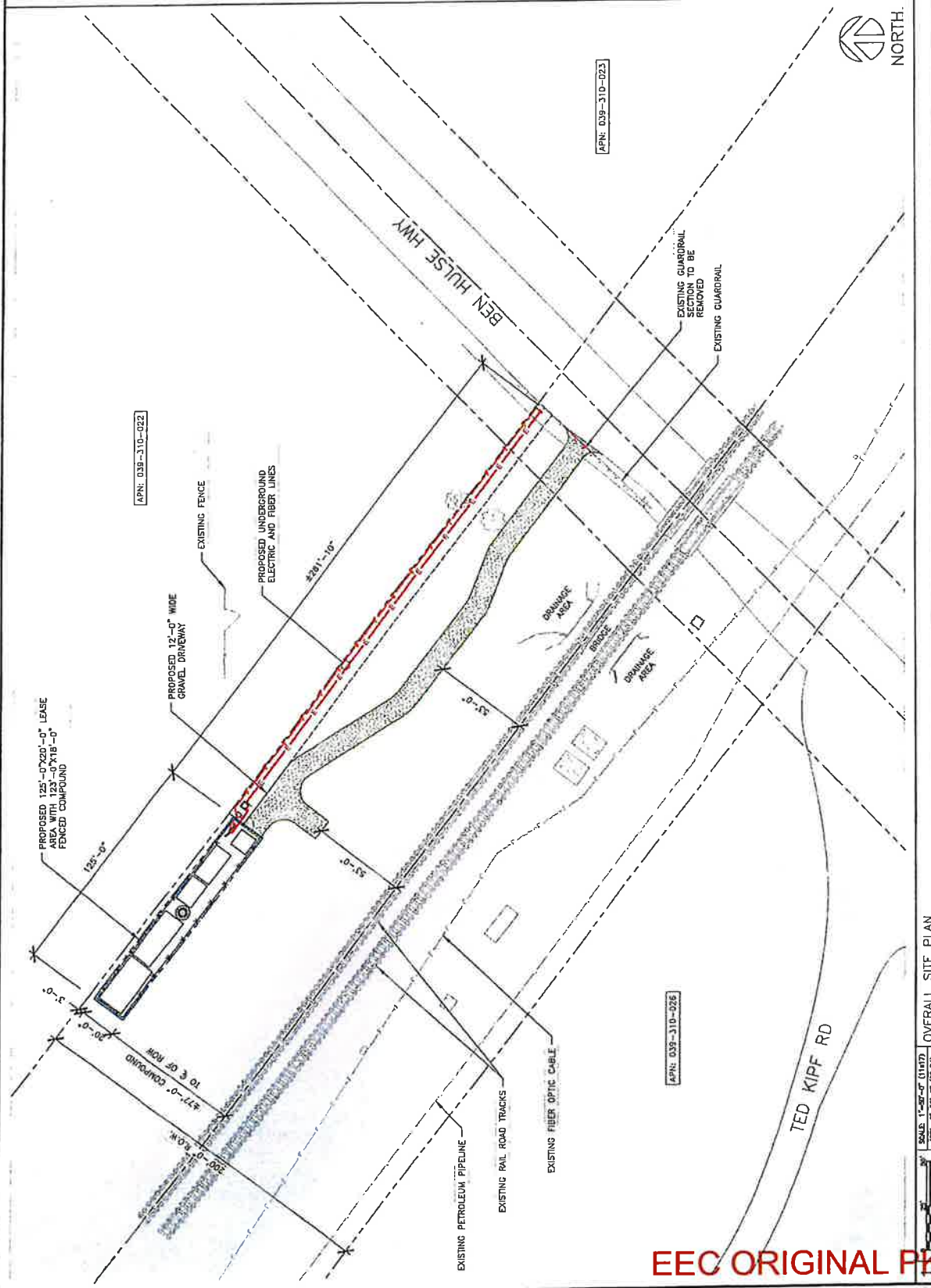
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

1. HIGHER COUNTRY THAT THESE PLANS WERE PREPARED BY HAS BEEN SHOWN BY DASHED LINES. THE EXISTING PLANS AND THE LOTS OF THE STATE OF CALIFORNIA.

FA # 10066994
 SITE NAME: BEN HULSE
 SITE ADDRESS: 1000 W. CLAYTON
 BAKERSFIELD, CA 93306
 IMPERIAL COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
LE-1



SCALE: 1"=50'-0" (11/17)
 (OR) 2"=50'-0" (2/23)

OVERALL SITE PLAN

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY OF HULSE. ANY USE OR DISSEMINATION OTHER THAN THAT WHICH RELATES TO CURRENT SERVICES IS STRICTLY PROHIBITED.



JOHN M. BANKS ARCHITECT
 604 FOX GLEN
 BRAWLEY, CA 92527
 TELEPHONE: 957-277-0070
 FAX: 957-277-0080
 EMAIL: jbanks@jmbanksarchitect.com



**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

DRAWN BY: UN RSM
 CHECKED BY:

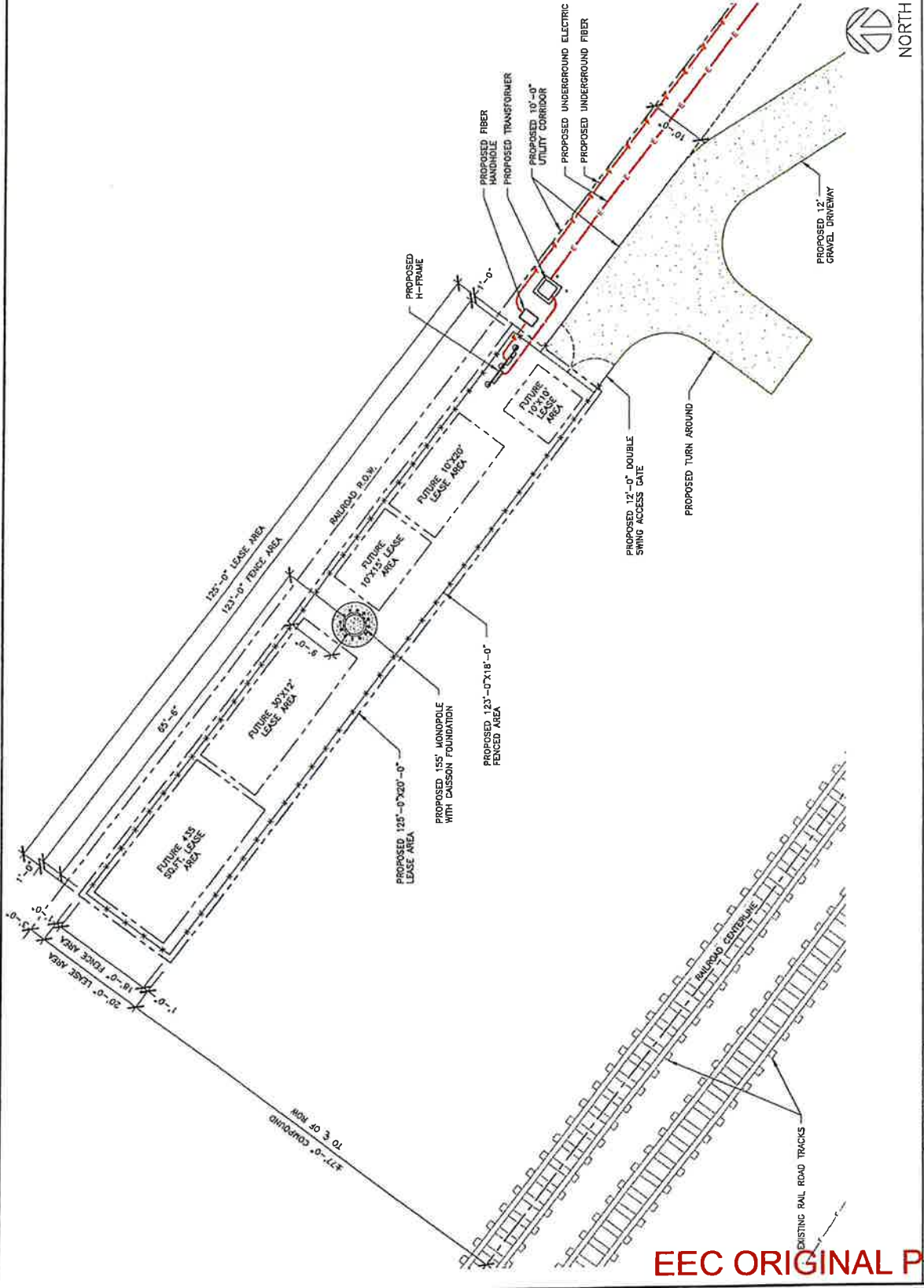
REV	DATE	DESCRIPTION
A	01/14/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/07/22	REVISED LE

* THESE EXHIBIT THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND UNDER THE SEAL OF THE STATE OF CALIFORNIA.

FA # 100669994
 SITE NAME: BEN HULSE
 SITE ADDRESS: TED KIFF ROAD
 BRAWLEY, CA 92527
 IMPERIAL COUNTY

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2



ENLARGED SITE PLAN

SCALE: 1/8"=1'-0" (11/16")
 (OR 1/8"=1'-0" (25/32"))

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE ARCHITECT. ANY USE OR DISCLOSURE OF THESE DOCUMENTS TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS STRICTLY PROHIBITED.



JOHN M. BANKS
ARCHITECT
 1000 W. 11TH ST., SUITE 100
 BRAWLEY, CA 92227
 TELEPHONE: 951-277-0070
 FAX: 951-277-0070
 EMAIL: JMBANKS@WESTCHESTERTELECOMSERVICES.COM

WESTCHESTER
SERVICES LLC
 401 FOX GLEN
 INDEPENDENCE, IL 61840
 TELEPHONE: 815-271-1111
 FAX: 815-271-1240
 ac@westchesterllc.com

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

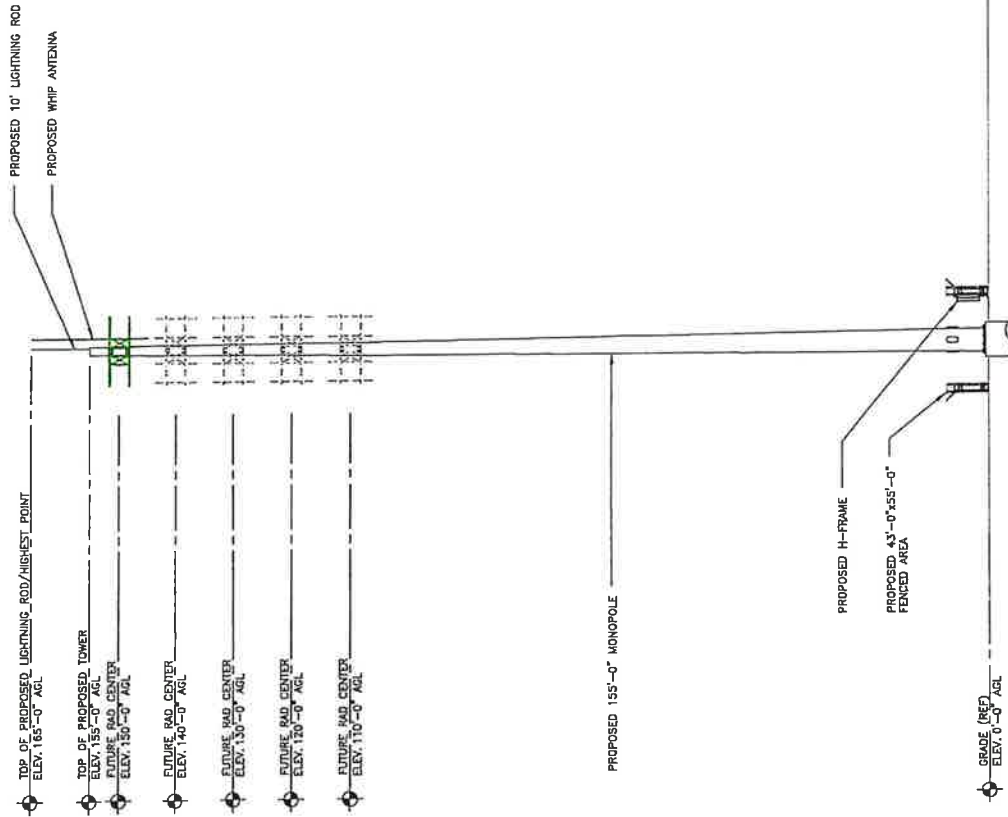
DRAWN BY:	MN	RSB
CHECKED BY:		
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	02/01/22	REVISED LE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

FA # 100659894
 SITE NAME
 BEN HULSE
 SITE ADDRESS
 1000 W. 11TH ROAD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 TOWER
 ELEVATION

SHEET NUMBER
 LE-3



TOWER ELEVATION

SCALE 1"=20'-0" (11/17)
 (OR 1"=20'-0" (20/21))

EEC ORIGINAL PKG



**JOHN M. BANKS
ARCHITECT**
604 FOX GLEN
BARBERS PT, CA 92008
TELEPHONE: 949-277-1070
FAX: 949-277-1071
WWW.JMBANKSARCHITECTURE.COM
EMAIL: JMBANKS@JMBANKSARCHITECTURE.COM



**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

DRAWN BY: **MM**
CHECKED BY: **RSB**

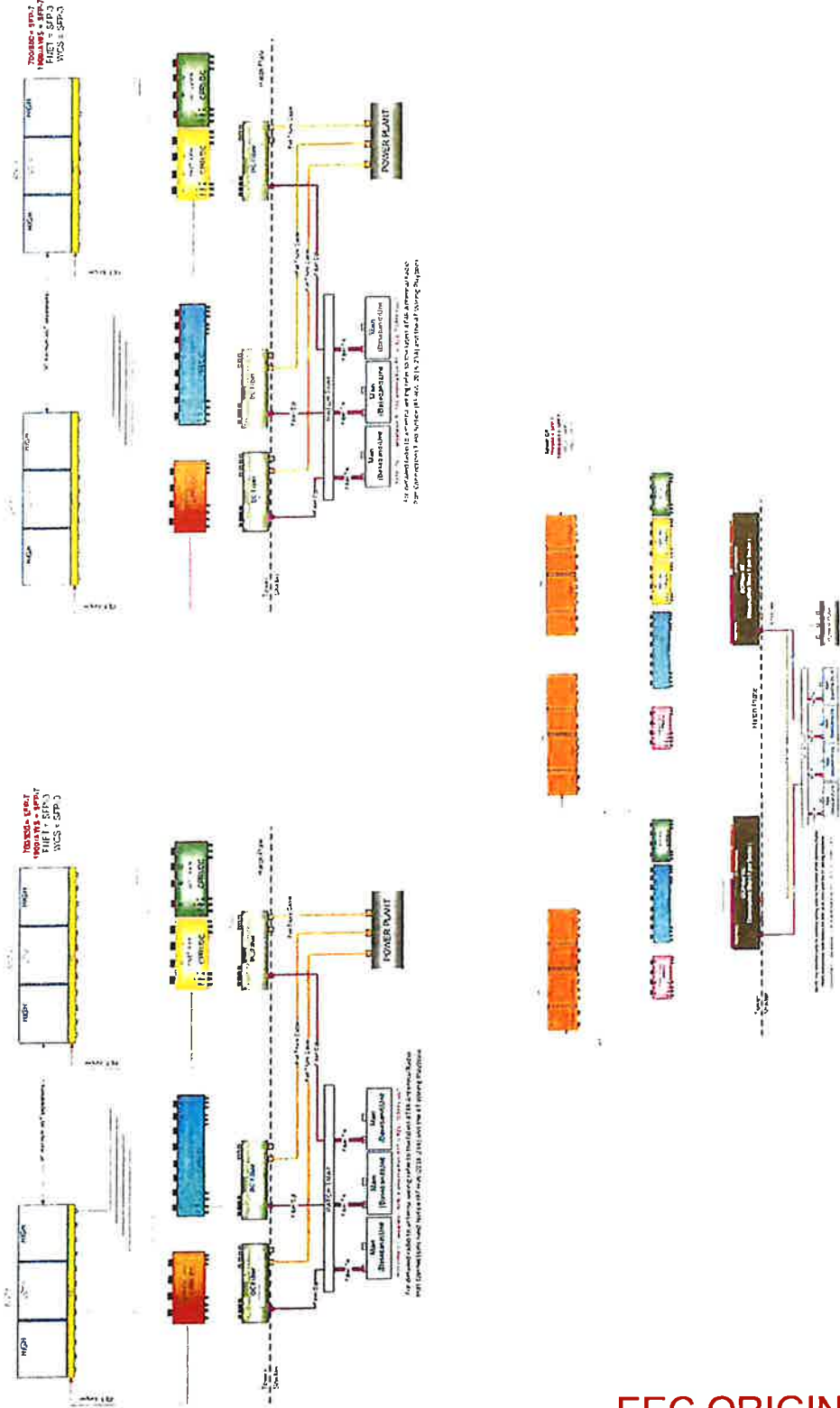
REV	DATE	DESCRIPTION
A	01/17/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

FA 10068994
SITE NAME:
BEN HULSE
SITE ADDRESS:
**7017 KIP ROAD
BRANLEY, CA 92027
IMPERIAL COUNTY**

SHEET TITLE
**PLUMBING
DIAGRAM**

SHEET NUMBER
LE-4



EEC ORIGINAL PKG

SCALE - N.T.S.

PLUMBING DIAGRAM

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. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** 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. **Inspections.** 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

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:

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedoccs/pdf_up_supplier_safety_req.pdf

(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. **Compliance With Laws.** 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.

H. **No Interference or Delays.**

(i) 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 "NOTIFICATION; 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. **Supervision.** 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. **Suspension of Work.** 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. **Explosives.** 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. **Protection of Subsurface Facilities on Licensor's Property.** 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. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** 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
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 May, 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]

EEC ORIGINAL PKG

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

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II,-A LLC

BY: Chris Doble

BY: Robert Raville

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

Catherine Habel



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

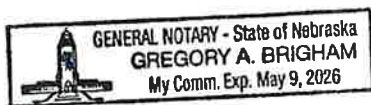
STATE OF Nebbraska)
) ss.:
COUNTY OF Deaayles)

On this 3rd day of May, 2022, before me personally appeared Chris D. Goble 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 3rd day of May, 2022.

G.A. Brigham
Notary Public

My Commission Expires:



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.

EEC ORIGINAL PKG

**ATTACHMENT “J”- 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@co.imperial.ca.us
Cell: 442-283-1688

EEC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

RECEIVED

Jim Minnick
DIRECTOR

JUN 12 2023

May 30, 2023
REQUEST FOR REVIEW
AND COMMENTS

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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 |
|---|--|--|
| <input checked="" type="checkbox"/> County Executive Office – Rosa Lopez/
Miguel Figueroa | <input checked="" type="checkbox"/> IC Sheriff's Office – Robert
Benavidez/Fred Miramontes/Ryan
Kelley | <input checked="" type="checkbox"/> IID – Donald Vargas |
| <input checked="" type="checkbox"/> I.V. Emergency Communications Authority-
Mark Schmidt | <input checked="" type="checkbox"/> Board of Supervisors – John Hawk-
District #5 | <input checked="" type="checkbox"/> IC Fire/OES Office – Andrew Loper/
Sal Flores/Robert Malek |
| <input checked="" type="checkbox"/> County Airport- Jenell Guerrero | <input checked="" type="checkbox"/> Ag. Commissioner – Rachel
Garewal/Margo Sanchez/Ana L
Gomez/Jolene Dessert/ Sandra
Mendivil | <input checked="" type="checkbox"/> EHS – Jeff Lamoure/Mario Salinas/
Alphonso Andrade/Jorge Perez/Vanessa
R Ramirez |
| <input checked="" type="checkbox"/> Caltrans, District 11 – Roger Sanchez | <input checked="" type="checkbox"/> Campo Band Of Mission Indians -
Marcus Cuero/Jonathan Mesa | <input checked="" type="checkbox"/> BLM- Tristian Trifedell/ Carrie
Sahagun/ Nell Hamada/ Ranger Gonzalez |
| <input checked="" type="checkbox"/> Fort Yuma- Quechan Indian Tribe – Jordan
D. Joaquin/ H. Jill McCormick | <input checked="" type="checkbox"/> Public Works – Guillermo
Mendoza/John Gay | <input checked="" type="checkbox"/> APCD – Monica Soucier/Belen
Leon/Jesus Ramirez |

From: Luis Valenzuela, Planner I - (442) 265-1736 or luisvalenzuela@co.imperial.ca.us

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 166' 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 Signature: [Signature] Title: Ag Biologist
Date: 6/9/23 Telephone No.: 442 265 1500 E-mail: ana.gomez@co.imperial.ca.us

L:\M\GIS\Users\APN\039\310\019\CUP23-0009_V23-0003_IS23-0009\CUP23-0009_V23-0003_IS23-0009_Request for Comments 05.33.23 .docx



AIR POLLUTION CONTROL DISTRICT

RECEIVED

JUN 14 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

June 13, 2023

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

SUBJECT: 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,

Ismael Garcia
Environmental Coordinator

Reviewed by
Monica N. Soucier
APC Division 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"

EEC ORIGINAL PKG

- 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,

Mr. Luis Valenzuela, Planner I
June 14, 2023
Page 5

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

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


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MAY 31 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

May 31, 2023

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 CDTFE 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.

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

EEC ORIGINAL PKG

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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**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 <dvgargas@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>;



COUNTY OF
IMPERIAL

DEPARTMENT OF
PUBLIC WORKS

155 S. 11th Street
El Centro CA
92243

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

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Public Works works for the Public



July 6, 2023

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

Attention: Luis Valenzuela, Planner I

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

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JUL 06 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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,

By: *David Dale*

David Dale, PE. PLS
Assistant Public Works Director, County Surveyor



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June 13, 2023

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JUN 13 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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

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 as 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 <https://www.iid.com/about-iid/departments-directory/real-estate>. 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

From: Jill McCormick <historicpreservation@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 <historicpreservation@quechantribe.com>
Cc: Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Jim Minnick <JimMinnick@co.imperial.ca.us>; Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; 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:

EEC ORIGINAL PKG

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

