

PROJECT REPORT

TO: **PLANNING COMMISSION**
FROM: **PLANNING & DEVELOPMENT SERVICES**

AGENDA DATE: January 10, 2024
AGENDA TIME: 9:00 AM / No. 9

CitySwitch

PROJECT TYPE: Conditional Use Permit #23-0011 & Variance #23-0006 SUPERVISOR DIST # 5

LOCATION: 1505 East Keystone Road APN: 041-200-008-000

Brawley, CA

PARCEL SIZE: 12.10-AC

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

ZONE (existing) A-2 (General Agriculture) 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: #23-0011

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

Quechan Indian Tribe, CEO's Office , Caltrans, IVECA & IID

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 #23-0011 AND VARIANCE #23-0006 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; AND
- 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 #23-0011 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 #23-0006 WITH RESOLUTION AND FINDINGS.

Planning & Development Services

801 MAIN ST., EL CENTRO, CA, 92243 760-482-4236

QGIS:\AllUsers\APN\041\200\008\CUP23-0011_IS23-0011_V23-006\PC\CUP23-0011 PROJECT REPORT.docx

STAFF REPORT
Planning Commission Meeting
January 10, 2024
Conditional Use Permit (CUP) #23-0011 & Variance (V) #23-0006

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 is located at 1505 East Keystone Road, Brawley, CA 92227. The property is identified as Assessor's Parcel Number (APN) 041-200-008-000 and is further described as a Portion of the State Board of Equalization (SBE) #872-13-34-2 of Tract 90 & 91 14-15, Township 14 South, Range 15 East, San Bernardino Base and Meridian (S.B.B.M.), on file in the Office of the County Recorder of the County of Imperial (Attachment "A" Site Vicinity Map).

Project Summary:

The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, 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 telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 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 East Keystone Road. 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.

Project Background:

On July 19, 2023, Conditional Use Permit #23-0011 & Variance #23-0006, for the proposed 210-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 "Agriculture" and is zoned as A-2 (General Agricultural) per Zoning Map #31 of the Imperial County Title 9 Land Use Ordinance. Per County's Land Use Ordinance (Title 9), Division 5, Section 90508.02, Subsection (r), communication towers are allowed in an A-2 (General Agricultural) 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 A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(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 1,000 feet south of an existing telecommunications tower owned by SBA

Towers II, LLC, operating under Conditional Use Permit #16-0039. 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 USE	ZONING	GENERAL PLAN
Project Site	Proposed Tower Site	A-2 (General Agricultural)	Agriculture
North	Agricultural	A-2-R (General Agricultural, Rural Zone)	Agriculture
West	Agricultural	A-2 (General Agricultural) / A-2-R (General Agricultural, Rural Zone)	Agriculture
East	Agricultural	A-2 (General Agricultural) / A-2-R (General Agricultural, Rural Zone)	Agriculture
South	Agricultural / Existing Tower Site / Residential	A-2 (General Agricultural) / A-2-R (General Agricultural, Rural Zone)	Agriculture

Environmental Review:

On November 16, 2023, the Environmental Evaluation Committee (EEC) determined that Conditional Use Permit (CUP#23-0011) and Variance (V#23-0006) for the development of a 200’-0” foot self-supported lattice tower with a 10’-0” lightning rod for a total height of 210’-0” and Variance to exceed the height limitation in the A-2 (General Agricultural) zone by 90 ft. 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; and

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 #23-0011 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 #23-0006 with resolution and findings.

Prepared By: Gerardo A. Quero, Planner II
 Planning & Development Services

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

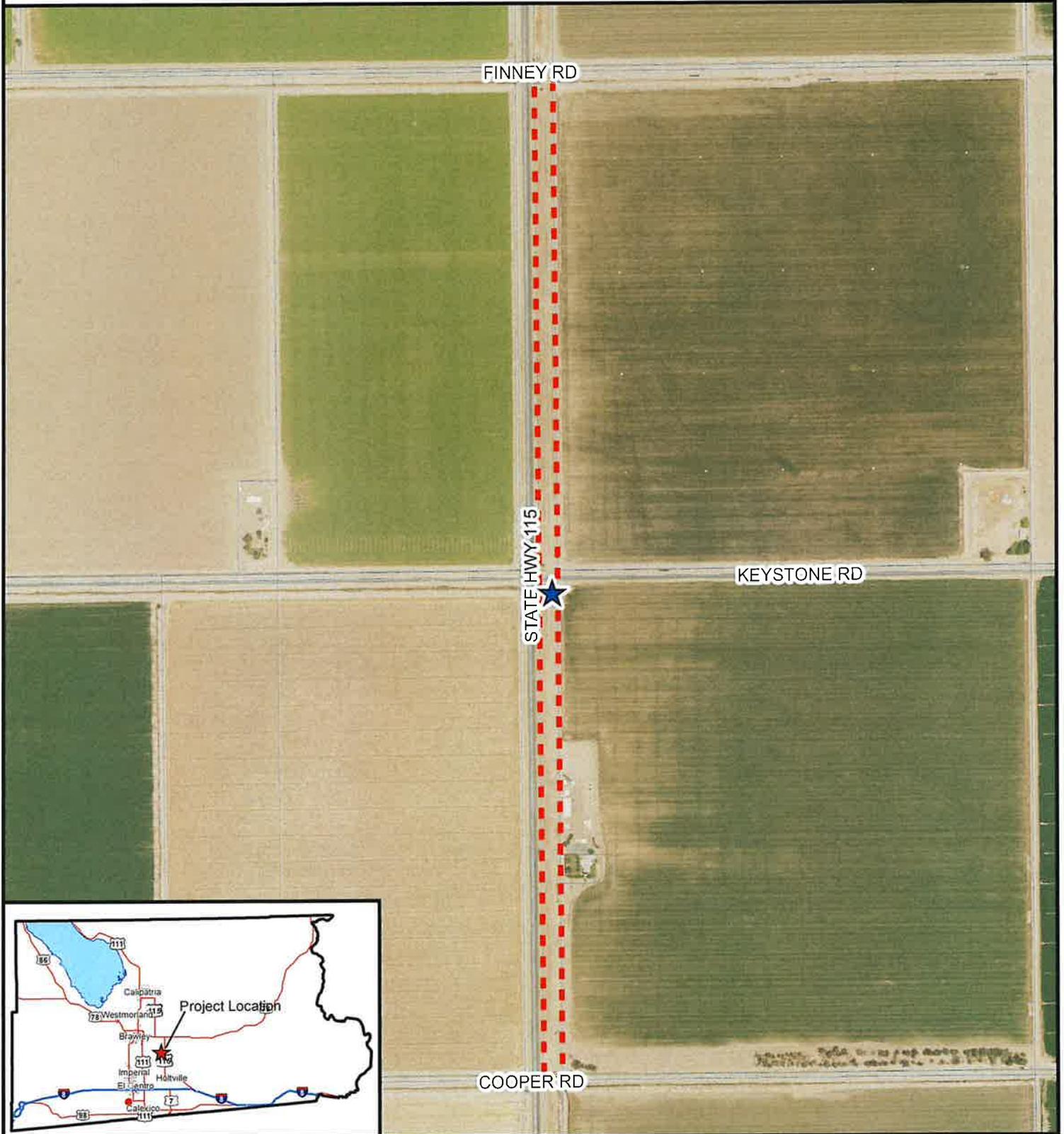
Approved By: Jim Minnick, Director
 Planning & Development Services

Attachments:

- A. Vicinity Map
- B. Site Plan/Plot Plan
- C. CEQA Resolution
- D. Variance Resolution
- E. Planning Commission Resolution
- F. Conditional Use Permit #23-0011 – Conditions of Approval
- G. EEC Package
- H. ALUC Package
- I. Application and Supporting Documents
- J. NOI Comment Letters

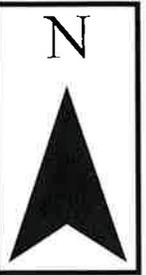
Attachment "A"
Vicinity Map

PROJECT LOCATION MAP



CITYSWITCH
CUP 23-0011 / IS 23-0011 / V 23-0006
APN 041-200-008-000

	Project Location
	Parcels
	Centerline
	Tower Location



Attachment "B"
Site Plan /Plot Plan



WESTCHESTER
 800 BOX GLEN
 BRAWLEY, CA 92527
 TEL: 951-777-9988
 FAX: 951-777-9988
 ee@westchesterirrigation.com

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	10/26/22	ZONING DRAWINGS

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

SITE NAME:
 BRAWLEY
 SITE ADDRESS:
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92527
 IMPERIAL COUNTY

SHEET TITLE
 OVERALL
 SITE PLAN

SHEET NUMBER
 C-1



SCALE: 1"=50'-0" (11/17)
 (00) 1"=50'-0" (22/23)
 OVERALL 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.



ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: [blank]
 CHECKED BY: [blank]

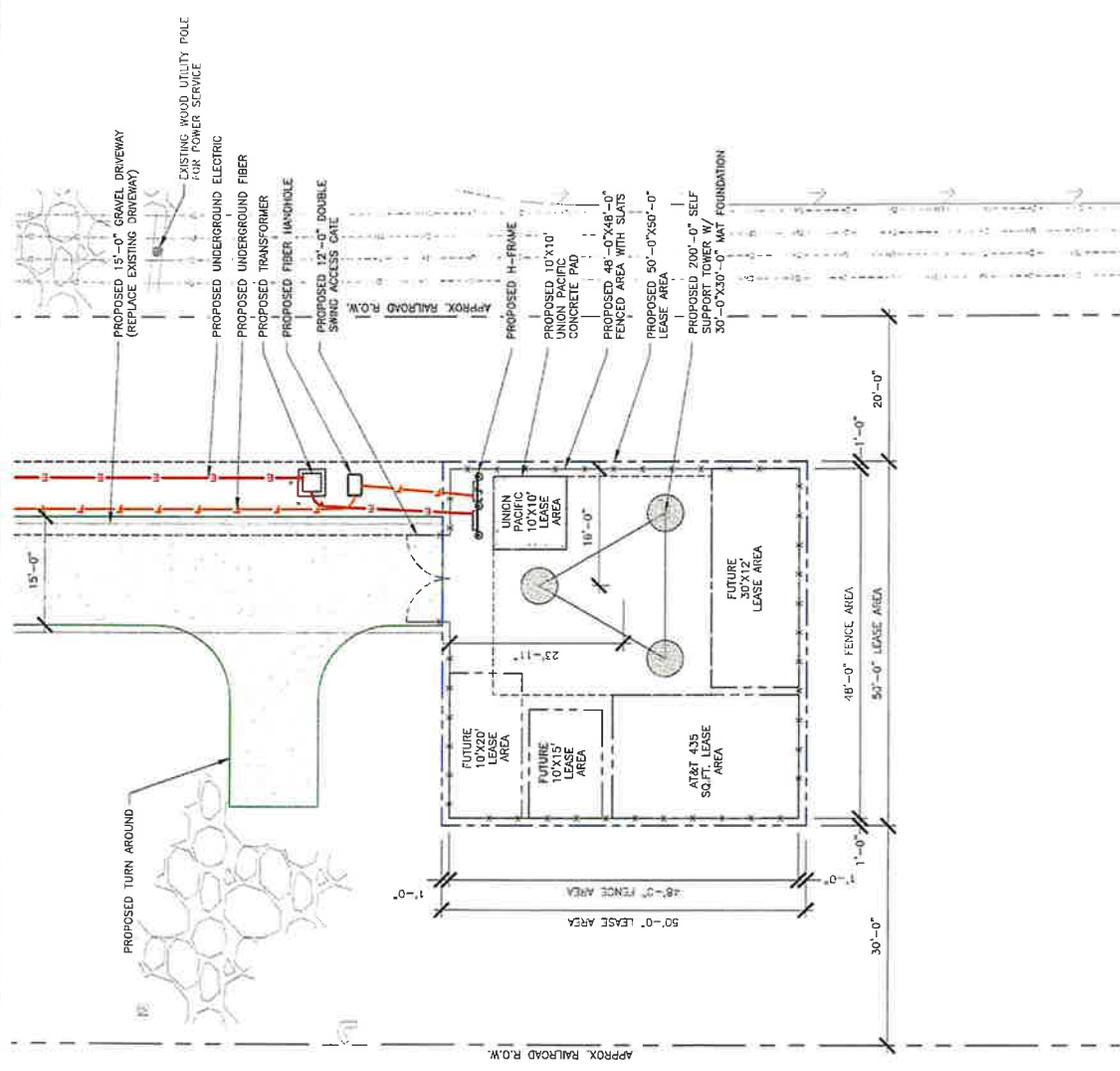
REV	DATE	DESCRIPTION
A	05/19/22	ZONING DRAWINGS
B	05/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. REFER TO SHEET 101 FOR UTILITY LOCATIONS AND TO SHEET 102 FOR CONSTRUCTION AND MAINTENANCE OF EXISTING UTILITIES.
 2. THE STATE OF CALIFORNIA

SITE NAME:
 BRAWLEY
 3500 S. WILSON
 NEAR EAST WILSON RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE:
 ENLARGED
 SITE PLAN

SHEET NUMBER:
 C-2



1 0 5' 10' 15' 20' 25' 30' 35' 40' 45' 50' 55' 60' 65' 70' 75' 80' 85' 90' 95' 100'

SCALE: 1/8"=1'-0" (11x17)
 OR: 1/8"=1'-0" (22x34)

ENLARGED SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROVIDED BY THE ARCHITECT AS A SERVICE TO THE CLIENT. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELIES TO CHECK SERVICES IS STRICTLY PROHIBITED.

Attachment “C”
CEQA Resolution

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, ADOPTING THE “NEGATIVE DECLARATION” (INITIAL STUDY #23-0011) FOR CONDITIONAL USE PERMIT #23-0011 AND VARIANCE #23-0006.

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 #23-0011 and Variance #23-0006; 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 #23-0011 and Variance #23-0006. 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 #23-0011 and Variance #23-0006, 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 #23-0011 & Variance #23-0006.

**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 Resolution

RESOLUTION NO.

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF IMPERIAL, CALIFORNIA, ADOPTING TO APPROVE VARIANCE #23-0006 FOR A HEIGHT INCREASE FOR AN UNMANNED, SELF-SUPPORTED, LATTICE WIRELESS TELECOMMUNICATIONS TOWER.

WHEREAS, CitySwitch has submitted an application for a Variance (#23-0006) requesting an increase (90 feet) of the maximum allowed height in the General Agricultural "A-2" zone from 120 feet to 210 feet for the proposed self-supported lattice, wireless telecommunication tower (under Conditional Use Permit #23-0011); 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 #23-0011 and Variance #23-0006; 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 #23-0006 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 #23-0006 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-twenty (120) 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 CitySwitch 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 CitySwitch application, the strict adherence to Section 90508.07 of the Title 9, Division 5, General Agricultural (A-2) zone to the one-hundred twenty (120) 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 in compliance with the A-2 (General Agricultural) Zone of the Imperial County General Plan. As allowed through the variance process, the granting of the ninety (90) foot variance would not constitute a grant adversely affecting the Imperial County General Plan. Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(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 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039.

NOW, THEREFORE, based on the findings, the Imperial County Planning Commission **DOES HEREBY APPROVE** Variance #23-0006.

**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 #23-0011 AND CONDITIONS OF APPROVAL FOR CITYSWITCH.

WHEREAS, CitySwitch, has submitted an application for Conditional Use Permit #23-0011 and Variance #23-0006 for a proposed 200'-foot self-supported lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and Variance to exceed the height limitation in an agricultural area zoned as general agricultural (A-2) by 90 feet;

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 #23-0011 and Variance #23-0006 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 #23-0011 and Variance #23-0006 has been made as follows:

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

Per Imperial County's General Plan, the land use designation for the proposed project site is "Agriculture" and is zoned as General Agricultural (A-2) per Zoning Map # 31 of the Imperial County Title 9 Land Use Ordinance. Pursuant to Title 9, Division 5, Section 90508.02, Subsection (r), Communication Towers are allowed in the A-2 (General Agricultural) zone with an approved

Conditional Use Permit (CUP). Although the proposed project is found consistent with goals and policies of the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(r)), it is determined to be 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 II, LLC, operating under Conditional Use Permit #16-0039.

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 200'-foot self-supported lattice tower with 10'-0" lightning rod for a total height of 210'-0". The project is zoned as A-2 (General Agricultural). Pursuant to Title 9, Division 5, Section 90508.02, Subsection (r); communication towers are a permitted use with the approval of a Conditional Use Permit and, therefore, the continued use is consistent with the purpose of the A-2 zoning district.

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

The proposed communications tower is listed as a use subject to a Conditional Use Permit in Imperial County Land Use Ordinance, Section 90508.02.

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 90508.02. 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 “Agriculture” by the Imperial County General Plan. The proposed project site is surrounded by other parcels zoned as A-2-R (General Agricultural, Rural Zone) on the North; A-2 (General Agricultural), A-2-R (General Agricultural, Rural Zone) & A-3 (Heavy Agricultural) on the South; and A-2-R (General Agricultural, Rural Zone) on the East and West. 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 #23-0011 & Variance #23-0006 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 #23-0011 & Variance #23-0006, 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

Attachment “F”
Conditional Use Permit #23-0011

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 #23-0011**

(CitySwitch)

(041-200-008-000)

7 **(Approved at Planning Commission _____)**

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

12 **RECITALS**

13 **WHEREAS**, Permittee is the owner, lessee or successor in interest in certain land in
14 Imperial County identified as Assessor's Parcel Number 041-200-008-000 located on 1505
15 East Keystone Road, Brawley, CA, and further described as a Portion of the State Board of
16 Equalization (SBE) #872-13-34-2 of Tract 90 & 91 14-15, Township 14 South, Range 15
East, S.B.B.M.; 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
19 Conditional Use Permit (CUP); and

20 **WHEREAS**, Permittee has requested a permit to construct and operate a 210-foot
21 above ground level "AGL" co-locatable self-supported lattice telecommunication tower,
22 including therewith the necessary security fencing, control structure, and appurtenances;
and

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

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

28

G3 PERMITS/LICENSES:

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

G4 RECORDATION:

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

G5 COMPLIANCE/REVOCAION:

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

G6 PROVISION TO RUN WITH LAND:

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

G7 RIGHT OF ENTRY:

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

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

3 **G8 TIME LIMIT:**

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

7 **G9 DEFINITIONS:**

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

13 **G10 SPECIFICITY:**

14 The issuance of this permit does not authorize the Permittee to construct or operate this
15 project in violation of any state, federal, local law nor beyond the specified boundaries of the
16 project as shown the application/project description/permit, nor shall this permit allow any
17 accessory or ancillary use not specified herein. This permit does not provide any prescriptive
18 right or use to the Permittee for future addition and/or modification to this project. The site
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).

19 **G11 HEALTH HAZARD:**

20 If the County Health Officer determines that a significant health hazard exists to the public,
21 the County Health Officer may require appropriate measures and the Permittee shall
22 implement such measures to mitigate the health hazard. If the hazard to the public is
23 determined to be imminent, such measures may be imposed immediately and may include
24 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.

25 **G12 ENCROACHMENT PERMIT:**

26 Permittee shall obtain, as necessary all encroachment permits, or other special traffic safety
27 permits from the Department of Public Works and/or CALTRANS.
28

G13 REPORT(S):

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

G14 RESPONSIBLE AGENT:

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

G15 INDEMNIFICATION:

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

G16 CHANGE OF OWNER/OPERATOR:

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

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

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

5 **G17 COMPLIANCE WITH ORDINANCE:**

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

9 (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 200-foot co-locatable, self-supported lattice telecommunications tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' fenced area with the necessary ancillary equipment consisting of panel antennas, remote radio units, one (1) transformer, one (1) fiber optics handhole, one (1) H-frame for related power and telco boxes, underground electric and fiber optic services, fencing, and equipment cabinets and shelters. The tower height shall not exceed 210 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.

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

4 **S8 LIGHT & GLARE:**

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

7 **S9 CONFLICTING PERMIT CONDITIONS:**

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

9 **S10 MINOR ADMINISTRATIVE MODIFICATION:**

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

14 **S11 LATEST CODES GOVERN:**

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

17 **S12 VARIANCE:**

18 In conjunction with this CUP, a height variance V#23-0006 has been approved and issued
19 to allow for the construction of the communication tower to a height not to exceed 210 feet
20 above ground level (AGL).

20 **S13 LIGHTING:**

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

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

- 26 1. Implementation of a Network Operation Control Center (NOCC) as a 24 hour,
27 365 days a year alert system that informs the tower operator and other pertinent
28 agencies immediately of any problems with the tower and the emergency lighting
system (including towers less than 200 feet.);

- 1 2. Provide the Imperial County Applicators' notification under the NOCC system
2 and its updates at no cost;
- 3 3. Work with Imperial County Air Applicators on the repair schedule and flight
4 path rerouting;
- 5 4. Repair lighting or tower equipment failure within 72 hours, and;
- 6 5. Provide written reports to the Imperial County Air Applicators' and the Imperial
7 County Planning & Development Services Department upon completion of tower
8 repairs (to the tower lighting) resulting from NOCC actions and provide yearly
9 summary reports pertaining to NOCC actions.

10 **S14 COMMUNICATION FREQUENCY:**

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

14 **S15 FREQUENCY COORDINATION:**

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

18 **S16 TOWER EMERGENCY INFORMATION:**

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

21 **S17 RESTORATION SURETY:**

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

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

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

S18 COUNTY EXECUTIVE OFFICE¹:

- 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,

1 allowing all eligible sales tax payments allocated to the County of Imperial,
2 Jurisdictional Code 13998.

- 3 • The permittee will provide the County of Imperial a copy of the CDTFA account
4 number and sub-permit for its contractor and subcontractors (if any) related to the
5 jobsite. The Permittee shall provide in written verification to the County Executive
6 Office that the necessary sales and use tax permits have been obtained, prior to the
7 issuance of any grading permits.
- 8 • Construction/Material Budget: Prior to a grading permit, the permittee will provide the
9 County Executive Office a construction materials budget, an official construction
10 materials budget or detailed budget outlining the construction and materials cost for
11 the processing facility on permittee letterhead.

12 **S19 ENVIRONMENTAL HEALTH (EHS)²:**

13 If the Permittee intends to have generator(s) or storage equipment storing 1,320-gallons of
14 petroleum-based products, please contact the Division of Environmental Health (EHS).

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

16 The Permittee must comply with all Air District rules and regulations and would emphasize
17 Regulation VII. Regulation VII is a collection of rules designed to maintain fugitive dust
18 emissions below 20% visual opacity.

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

23 **S21 IMPERIAL IRRIGATION DISTRICT (IID)⁴:**

- 24 • If the proposed communication tower requires electrical service, the Permittee should
25 contact the IID Project Development Service Planner to initiate the customer service
26 application process. In addition to submitting a formal application, the Permittee will
27 be required to submit an AutoCAD file of site plan, approved electrical plans, electrical
28 panel size and panel location, operating voltage, electrical loads, project schedule,
and applicable fees, permits, easements and environmental compliance
documentation pertaining to the provisions of electrical service to the project. The
Permittee shall be responsible for all costs and mitigation measures related to
providing electrical service to the project.
- Electrical capacity is limited in the project area. A circuit study may be required. Any
system improvements or mitigation identified in the circuit study to enable the
provision of electrical service to the project shall be the financial responsibility of the
Permittee.
- The application shall provide a surveyed legal description and an associated exhibit
certified by a licensed surveyor for all rights of way deemed by IID as necessary to
accommodate the project electrical infrastructure. Rights-of-Way and easements
shall be in a form acceptable to and at no cost to IID for installation, operation, and
maintenance of all electrical facilities.
- IID water facilities impacted include Orient Drain.

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- To ensure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design.
 - 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. No foundations or buildings will be allowed within IID's right of way.
 - The Permittee may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (irrigation, drainage, power, etc.).
 - Should the Permittee need a new farm entrance across the Orient Drain from Keystone Road, the Permittee will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the Permittee's expense.
 - 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. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm-water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
 - In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of way to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted, mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
 - 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 impacts 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 impacts are fully analyzed. Any and all mitigations necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

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1. County Executive Office comment letter dated May 31, 2023
2. Imperial County Public Health Department Division of Environmental Health email dated May 30, 2023
3. Imperial County Air Pollution Control District comment letter dated June 14, 2023
4. Imperial Irrigation District comment letter dated August 2, 2023

(TOTAL "S" CONDITIONS are 21)

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NOW THEREFORE, County hereby issues Conditional Use Permit #23-0011, 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

NEGATIVE DECLARATION
 MITIGATED NEGATIVE DECLARATION

*Initial Study & Environmental Analysis
For:*

**Conditional Use Permit #23-0011
Variance #23-0006
Initial Study #23-0011
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 #23-0011 (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 the 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 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 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 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 potentially significant impact, potentially significant unless mitigation incorporated, less than 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. **Potentially Significant Unless 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 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.
- 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:** Conditional Use Permit #23-0011 & Variance #23-0006
2. **Lead Agency:** Imperial County Planning & Development Services Department
3. **Contact person and phone number:** Gerardo A. Quero, Planner I, (442)265-1736, ext. 1748
4. **Address:** 801 Main Street, El Centro CA, 92243
5. **E-mail:** gerardoquero@co.imperial.ca.us
6. **Project location:** 1505 E. Keystone Road, Brawley, CA 92227, Assessor's Parcel Number (APN) 041-200-008-000
7. **Project sponsor's name and address:** CitySwitch
1900 Century Place NE, Suite 320
Atlanta, GA 30345
8. **General Plan designation:** Agriculture
9. **Zoning:** A-2 (General Agriculture)
10. **Description of project:** The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way located at 1505 East Keystone Road, Brawley, CA. 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 telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 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 off East Keystone Road. 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, would be designed, and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch would adhere to all Federal Communications Commission (FCC) and Federal Aviation Agency (FAA) rules and regulations governing construction specifications 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 1505 East Keystone Road, Brawley, CA 92227 (southeast intersection of East Keystone Road and State Highway 115) and

will disturb approximately 2,500 ft² of the 12.10-Acre subject parcel. The property is identified as Assessor's Parcel Number (APN) 041-200-008-000 and is further described as a Portion of the State Board of Equalization (SBE) #872-13-34-2 of Tract 90 & 91, Township 14 South, Range 15 East of the San Bernardino Base and Meridian (S.B.B.M.). The proposed project site is surrounded by parcels zoned as A-2-R (General Agriculture with a Rural Zone Overlay) on the North and East and by other parcels zoned as A-2 (General Agriculture) on the South and West. Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(s)), 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 II, LLC, operating under Conditional Use Permit #16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available.

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 Quechan and Campo Band of Mission Indian Tribes have requested to be consulted under Assembly Bill 52. Consultation letters were sent to the Quechan and Campo Band of Mission Indian Tribes. The County received on May 30, 2023, an email response from the Quechan Indian Tribe advising they had no comments 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APCD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AG	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SHERIFF'S 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:

PROJECT SUMMARY

- A. **Project Location:** the proposed project would be located at 1505 E. Keystone Road, Brawley, CA 92227; Assessor's Parcel Number (APN) 041-200-008
- B. **Project Summary:** The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way located at 1505 East Keystone Road, Brawley, CA. 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 telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 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 off East Keystone Road. 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 proposed project would be designed and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch would adhere to all Federal Communications Commission (FCC) and Federal Aviation Agency (FAA) rules and regulations governing construction specifications 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.

- C. **Environmental Setting:** The proposed project site is located within an undeveloped parcel owned by the Union Pacific Railroad Company zoned as A-2 (General Agriculture) and within its railroad right-of-way. The proposed project site is relatively flat, located at the southeast intersection of East Keystone Road and State Highway 115 in an unincorporated portion of the County of Imperial approximately 7 miles southeast from the City of Brawley and approximately 6.5 miles northwest from the City of Holtville.
- D. **Analysis:** The proposed project is for the installation of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area and remote, unmanned equipment. The proposed height of the tower does not conform to the maximum height limit of the project's site A-2 zone requirements, which allows a communications tower up to 120 feet in height. 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. Initial Study #23-0011 will analyze any impacts related with the proposed project.
- E. **General Plan Consistency:** Per the Imperial County General Plan, the land use designation for this project is "Agriculture." Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(s)), 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 II, LLC, operating under Conditional Use Permit #16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available. No changes to the General Plan were proposed.

Exhibit "A"
Vicinity Map

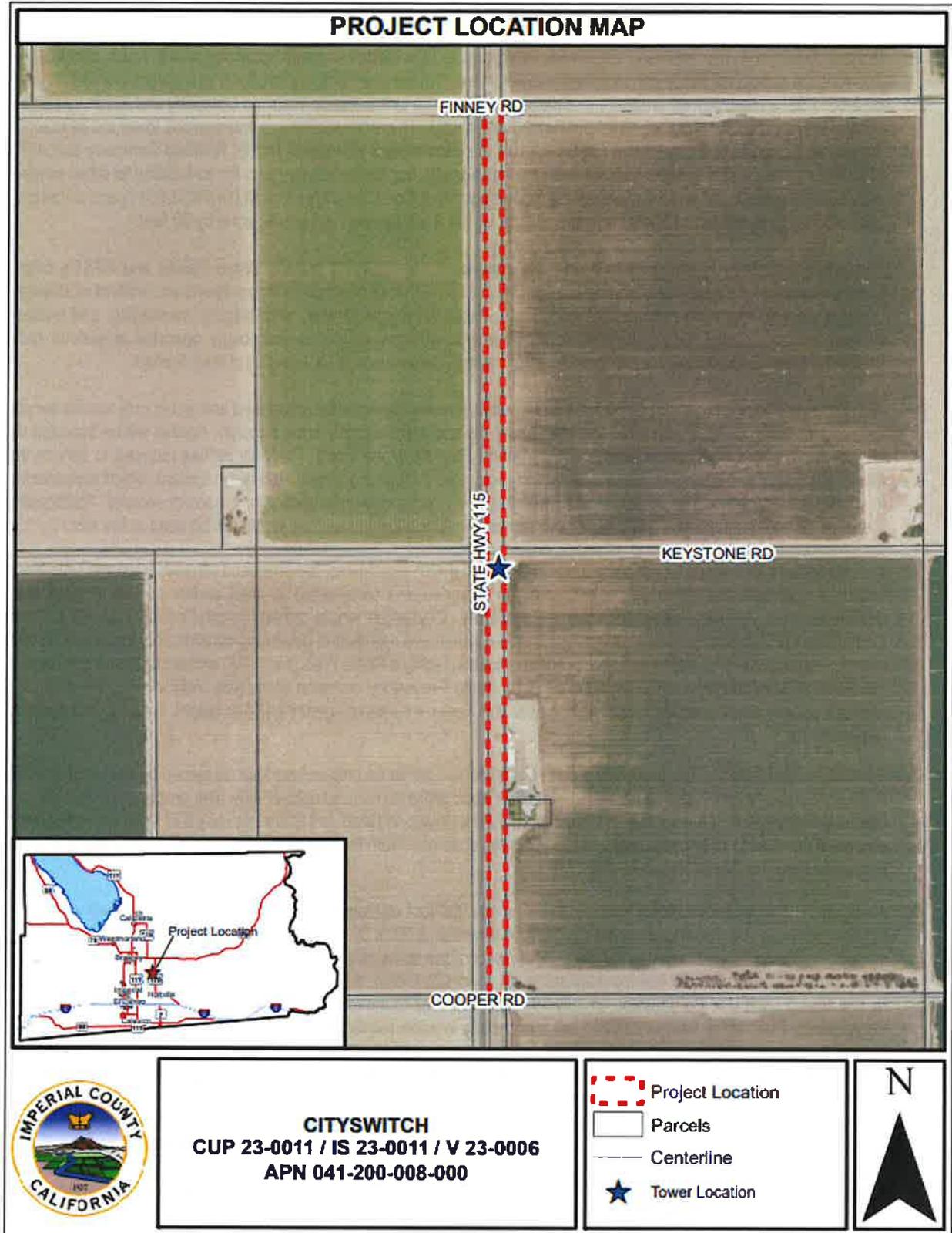
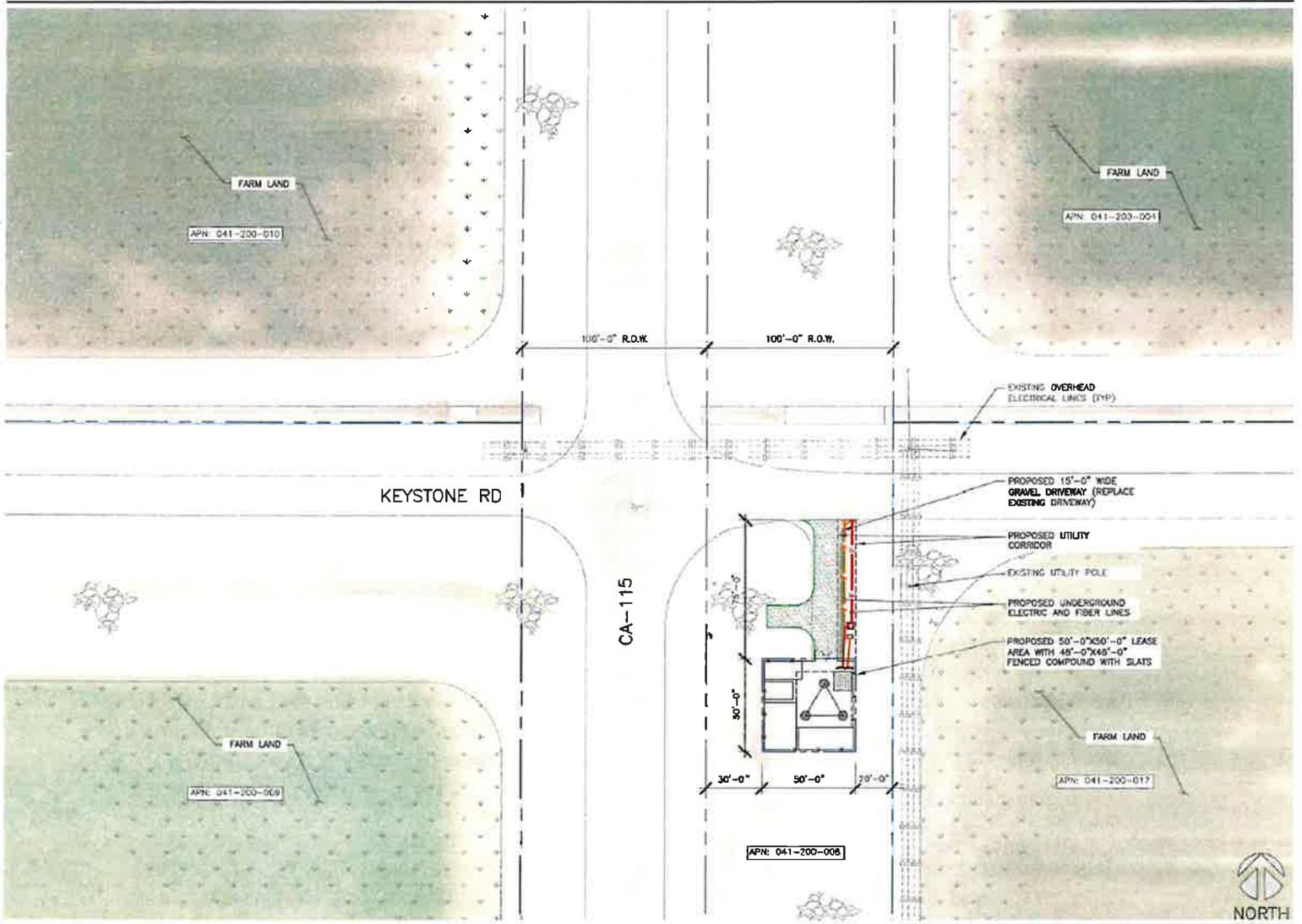


Exhibit "B" Site Plan



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)	Less Than Significant with Mitigation Incorporated (LTSWMI)	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 lattice 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 on section (I)(a), the proposed project is not located near a scenic vista or scenic highway and would not substantially damage any scenic resources. No impacts are 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 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 significantly or physically degrade the visual character 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(I), all communication facilities, including towers, 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 and 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 lattice telecommunications 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. Although the proposed project site is listed as "Farmland of Statewide Importance" per the California Important Farmland Finder: Imperial County 2018³, 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)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<p>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.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>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 lattice 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 Agriculture 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)). Any impacts are expected to be less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>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. Any impacts are projected to be less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>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 lattice 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 Agriculture 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.</p>	<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:

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| <p>a) Conflict with or obstruct implementation of the applicable air quality plan?
 a) The proposed project is for the construction of a self-supported lattice 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, and is not expected to conflict with or obstruct implementation of the applicable air quality plan. Per Imperial County Air Pollution Control District's comment letter dated June 14, 2023, 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 limit emissions of fugitive dust to 20% opacity. If the project includes a generator, it may be subject to permitting requirements, generally generators greater than 50-bhp require permits. Additionally, 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 and compliance to ACPD's and EHS' rules and regulations will bring any impacts to less than significant.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>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) As previously stated under item (III)(a) above, the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment shall comply with the rules and regulations of the Imperial County Air Pollution Control District and Department of Environmental Health, therefore, it is not expected that the proposed project would</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
substantially contribute to an existing or projected air quality violation. Therefore, any impacts are expected to be less than significant.				
c) Expose sensitive receptors to substantial pollutants concentrations? c) The proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment is not expected to expose sensitive receptors to substantial pollutants concentrations. However, during the construction phase any earth-moving activities and 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 and exposure would be temporary and would be lessened by adhering to Air Pollution Control District's and Division of Environmental Health rules and regulations. Compliance with APCD's requirements would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people)? d) The proposed project does not anticipate creating objectionable odors that would adversely affect a substantial number of people. Although some pollutants may be emitted during construction activities and as previously stated on item (III)(a) above, compliance with APCD's Regulation VIII, EHS' requirements, and adherence to the California Building Code would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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) **The proposed project is located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and surrounded by other parcels already impacted by ongoing agricultural uses. According to the Imperial County General Plan's Conservation and Open Space Element⁵, Figure 1-"Sensitive Habitat Map^{5a}," the project is not located within a sensitive habitat area. Additionally, in accordance to Figure 2-"Sensitive Species Map^{5b}," the project is located within the Burrowing Owl Species Distribution Model area. Subsequently, according to U.S. Fish and Wildlife Service Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning publication⁶: Siting and Construction of New Towers, section (5)(a) - "Tower Design," new towers should be not more than 199 feet above ground level (AGL) as this height increases the mean free airspace between the top of the tower and average bird flight height, even in weather conditions with reduced cloud ceiling. Moreover, in accordance with section (5)(c)(iii), if taller than 199 feet AGL, towers requiring lights for aviation safety must be constructed and the minimum amount of pilot warning and obstruction avoidance lighting required by the FAA should be used. However, the proposed project does not expect nor anticipate any substantial physical changes to the environment. Consequently, it does not appear to have a substantially adverse effect, either directly or through habitat modification, or to any species identified as a candidate, sensitive, or of special status in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife Service. Adherence to the U.S. Fish and Wildlife & FAA standards and regulations should bring any impacts to less than significant.**
- 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^{6c}" from the Imperial County General Plan's Conservation and Open Space Element⁵. Additionally, the proposed project site is within an undeveloped parcel owned by the Union Pacific Railroad Company; 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:**

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<p>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.</p>				
<p>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?</p> <p>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 A-2 (General Agriculture) with an area of approximately ±12.10 acres adjacent to other parcels with same zone with existing agricultural 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.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e) Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance?</p> <p>e) The proposed project does not conflict with any local policy or ordinance protecting biological resources, such as tree preservation policies or ordinances. No impacts are expected.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>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?</p> <p>f) The proposed project site is not located within a designated sensitive area according to the Imperial County General Plan's Conservation and Open Space Element⁸, therefore, it would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Any impacts are expected to be less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

V. **CULTURAL RESOURCES** *Would the project:*

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| <p>a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?</p> <p>a) According to the Imperial County General Plan's Conservation and Open Space Element⁸, Figure 5-"Areas of Heightened Historic Period Sensitivity Map^{8d}," the proposed project site may be located within the Kearny and Emory Exploration and Trail Route (1770-1890). Additionally, in accordance to Figure 6-"Known Areas of Native American Cultural Sensitivity,^{8e}" the proposed project site is not located within the immediate vicinity of an known area of cultural sensitivity to Native Americans. Furthermore, on May 30, 2023, the County received an email from the Quechan Historic Preservation Officer stating they had no comments on this project¹². Any impacts are expected to be less than significant.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?</p> <p>b) The proposed project is located within a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and surrounded by other parcels already disturbed with existing ongoing agricultural operations with no documented nor known archeological resources. The proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment project is not likely to cause a substantial adverse change to any archeological resource. Any impacts are expected to be less than significant.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>c) Disturb any human remains, including those interred outside of dedicated cemeteries?</p> <p>c) As previously stated on items (V)(a) and (V)(b) above, the proposed project site is not located within or adjacent to any cemeteries, therefore, the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment project would not disturb any human remains, including those interred outside of dedicated cemeteries. Additionally, in the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site, or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county is contacted to determine that no investigation of the cause of death is required. In addition, the coroner of the county shall contact the Native American Heritage Commission (NAHC) within 24 hours if such remains are believed to pertain to a deceased Native American. Any impacts are expected to be less</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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than significant.

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 in the existing surrounding uses, currently agricultural and residential, 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 compliance with the latest edition of the California Building Code and ministerial building permits with the Imperial County Planning and Development Services Department. Furthermore, per comment letter received from the Imperial Irrigation District¹³ dated August 2, 2023, if the proposed communication tower requires electrical services, the applicant should contact IID. Any impacts are expected to be less than significant.**
- 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.**

VII. **GEOLOGY AND SOILS** *Would the project:*

- 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 the subject parcel on which is to be situated. Construction and erection of the proposed self-supported lattice 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.**
- 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, 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 Brawley Seismic Zone is located approximately six (6) miles 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 the latest edition of the California Building Code as well as going through a ministerial building permit review. Adherence and compliance with these standards and regulations would bring any impacts to less than significant levels.**
- 2) Strong Seismic ground shaking?
- 2) As previously stated on item (VII)(a)(1) above, the proposed project is located approximately six (6) miles away west of the Brawley Seismic Zone indicating seismic ground shaking could be expected. Adherence to the latest edition of the California Building Code and as well as to go through a ministerial building permit review would bring any impacts to less than significant levels.**
- 3) Seismic-related ground failure, including liquefaction and seiche/tsunami?

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
3) The proposed project site is not located in a seiche/tsunami area per the California Tsunami Data Maps ¹⁹ . No impacts are expected.				
4) Landslides? 4) According to Imperial County General Plan's Seismic and Public Safety Element ¹⁸ , "Landslide Activity Map ^{18b} "-Figure 2, the proposed project site is not located within the immediate vicinity of a landslide activity area. The topography within the proposed project site is generally flat. However, the construction and erection of the proposed telecommunications facility would be subject to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Therefore, less than significant impacts are expected.	<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 Element ¹⁸ , "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 as well as to go 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 or property? d) According to the U.S. Department of Agriculture, Natural Resources Conservation Service "Soil Maps, ²⁰ " the proposed project site is located on an area containing Imperial-Glenbar, and 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 going through a ministerial building permit review which would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? e) The proposed project is for the construction and erection of a telecommunications 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? f) The proposed project is to be located within a vacant 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, if excavation or drilling activities greater than 10 feet in depth below ground surface, all work shall be stopped, and the Imperial Valley College Desert Museum shall be contacted to have a qualified specialist inspect and monitor the site. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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?
a) The proposed telecommunications tower facility is to be located on an area surrounded by parcels already impacted with existing agricultural uses. The action is not expected to generate greenhouse gas emissions, either directly or indirectly, that | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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may have a significant impact on the environment. Additionally, as previously stated on item (III)(a) above, during the construction phase any earth-moving activities and 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 and exposure would be temporary and would be lessened by adhering to Air Pollution Control District's and Division of Environmental Health rules and regulations. Adherence and compliance to APCD's and EHS' rules, regulations, and requirements would bring any impacts to less than significant.

- b) Conflict with an applicable plan or policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

b) The proposed project would not conflict with any 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 APCD's and EHS' rules, regulations and requirements. Less than significant impacts are expected.

IX. HAZARDS AND HAZARDOUS MATERIALS *Would the project:*

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

a) The proposed project is not expected to create a significant 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 Health⁷ 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.

- 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?

b) As previously stated on section (IX)(a) above, the proposed project is not expected to create a significant hazard to the public nor 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.

- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

c) The proposed project does not anticipate the emitting 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 7 miles southeast of the proposed project site; therefore, it would not represent a risk to educational facilities. No impacts are expected.

- 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?

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.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

e) The proposed project is not located within an airport land use plan per Imperial County Airport Land Use Compatibility Maps²². Additionally, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported lattice telecommunications 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

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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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.

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| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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f) The proposed project would not interfere with an adopted emergency response plan or emergency evacuation plan. The applicant would meet any requirements requested by the IC Fire/OES Department. Less than significant impacts are expected.

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| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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g) According to Cal Fire "Fire Hazard Severity Zones Viewer,"²³ the proposed project site is not located within a fire hazard severity zone and designated as Local Responsibility Area (LRA), 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 subjected to the inclusion of fire sprinklers and have either a private water or public source as pressurized hydrants for fire suppression. Compliance with Imperial County Fire Department (ICFD) standards would bring any impacts to less than significant.

X. HYDROLOGY AND WATER QUALITY *Would the project:*

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| a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower 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.

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| b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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.

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

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 District¹³ dated August 2, 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 ICDPW requirements would bring any impacts to less than significant.

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| (i) result in substantial erosion or siltation on- or off-site; | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

(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.

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| (ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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(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 District¹³ dated August 2, 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. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm-water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID. 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 is for the construction and erection of a self-supported lattice 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 Center²⁴, Flood Insurance Rate Map, the proposed project site is located within "Zone X" of flood map 06025C1400C, 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 less than significant.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

d) The proposed self-supported lattice 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 06025C1400C. Compliance with ICDPW's standards would contribute to lower any impacts to less than significant.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

e) The proposed project is 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.

XI. **LAND USE AND PLANNING** *Would the project:*

a) Physically divide an established community?

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment which 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.

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?

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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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 90508.02(s), which states that, Communication Towers are permitted in the A-2 (General Agriculture) 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.

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.**
- 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) The proposed telecommunications 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.**

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 ordinance, or applicable standards of other agencies?
- a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower with associated remote and unmanned equipment. Temporary generation of noise would be expected during construction; however, such would not result in the generation of permanent noise beyond that which already occurs on the surrounding area. Such action would be subject to the Imperial County General Plan's Noise Element²⁵ which states that construction equipment operation shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and from 9 a.m. to 5 p.m. on Saturday. Additionally, construction noise from a single piece of equipment or combination, shall not exceed 75 dB Leq when averaged over an eight (8) hour period. Compliance with Imperial County General Plan's Noise Element would bring any impacts to less than significant.**
- b) Generation of excessive groundborne vibration or groundborne noise levels?
- b) Ground vibration or groundborne noise may be expected during the telecommunications 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 7 miles northwest, the Holtville Airport located approximately 8 miles southeast, and the Imperial County Airport located approximately 9 miles southwest 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

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
business) or indirectly (for example, through extension of roads or other infrastructure)? a) The proposed construction and erection of a self-supported lattice telecommunications 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 agricultural 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 would not displace substantial numbers of people necessitating the construction or replacement housing elsewhere as no changes to the existing designated agricultural use on the parcel were proposed. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 telecommunications 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. Additionally, per comment letter received from the Imperial Irrigation District¹³ dated August 2, 2023, to ensure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. Any impacts would be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1) Fire Protection? 1) The proposed project is not expected to result in substantial impacts on fire protection. Any future developments may be 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 requirements would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Schools? 3) The proposed self-supported lattice telecommunications 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Parks? 4) The proposed project is not expected to create a substantial impact on parks. No impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Other Public Facilities? 5) The proposed telecommunications tower is not expected to have a substantial impact on other public facilities; therefore, any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XVI. RECREATION

a) Would the project increase the use of the existing neighborhood and regional parks or other recreational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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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 lattice telecommunications 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 telecommunications 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 Element¹ 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) Although the proposed project site is located less than one-half mile, approximately 100 feet from the intersection of East Keystone Road and State Route 115 (CA SR115), the proposed self-supported telecommunications tower does not appear to conflict or be inconsistent with the CEQA guidelines section 15064.3 (b). However, per comment letter received from the California Department of Transportation (Caltrans)²⁶ dated June 14, 2023, due to the proximity of the proposed project site to State Route 115 (CA SR-115), an encroachment permit will be required for any work within the Caltrans' Right-Of-Way prior to construction. Adherence with Caltrans recommendations 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 lattice telecommunications 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 would not result in inadequate emergency access. Additionally, no change on existing land use nor zoning are proposed. Access to the proposed project site from East Keystone Road appears to be suitable for emergency response vehicles. 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

Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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that is:

a) According to the Imperial County General Plan's Conservation and Open Space Element⁸, Figure 6, the project site is not located within a "Known Area of Native American Cultural Sensitivity."^{9e} Additionally, on May 30, 2023, the County received an email from the Quechan Historic Preservation Officer stating they had no comments on this project¹². Any impacts are 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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(i) According to the California Historic Resources²⁷ in Imperial County, the proposed project site is not listed or seem to be eligible under the Public Resources Code Section 21074 or 5020.1 (k); therefore, any impacts are 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.

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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(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 telecommunications 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 environmental effects?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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a) The proposed self-supported lattice telecommunications tower with associated remote equipment does not require or would not result in the relocation or construction of a new expanded water, wastewater treatment or stormwater drainage, electric power, natural gas or telecommunications facilities, the construction of which could cause significant environmental effects. On August 2, 2023, ICPDS received a comment letter from the Imperial Irrigation District¹³ advising if the proposed communication tower would require electrical service, to contact them. Additionally, according to IID, to ensure that there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section. 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 agreement. Subsequently, the applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (irrigation, drainage, power, etc.). Furthermore, should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID maintenance permit is required before installation of a new crossing. Lastly, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. 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?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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b) The proposed project is for the construction and erection of a lattice telecommunications 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

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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? c) 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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. Should any solid waste generation is to be proposed in a near future, the proposed telecommunications 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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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) As previously stated under item (IX)(f) – “Hazards and Hazardous Materials” above, the proposed telecommunications tower would not substantially impair an adopted emergency response plan or emergency evacuation plan. Additionally, according to Cal Fire “Fire Hazard Severity Zones Viewer,”²³ the proposed project site is not located within a fire hazard severity zone and designated as Local Responsibility Area (LRA); therefore, impacts impairing an adopted emergency response plan or emergency evacuation plan are expected to be less than significant. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 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 would bring any impacts to less than significant levels. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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SECTION 3

III. MANDATORY FINDINGS OF SIGNIFICANCE

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

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <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
- Diana Robinson, Planning Division Manager
- Gerardo A. Quero, Project Planner
- Imperial County Air Pollution Control District
- Department of Public Works
- Fire Department
- Ag Commissioner
- Environmental Health Services
- Sheriff's Office
- County Executive Office

B. OTHER AGENCIES/ORGANIZATIONS

- Quechan Indian Tribe
- California Department of Transportation (Caltrans)
- Imperial Irrigation District
- 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 June 8, 2023
14. California Building Code 2022
15. California Geological Survey Hazard Program: Alquist-Priolo Fault Hazard Zones
<https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=32.538703%2C-110.920388%2C6.00>
16. California Department of Conservation: Fault Activity Map
<https://maps.conservation.ca.gov/cgs/fam/>
17. United States Geological Survey's Quaternary Faults Map
<https://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/>

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) #23-0011 / Variance #23-0006 / Initial Study #23-0011

Project Applicant: CitySwitch

Project Location: 1505 East Keystone Road, Brawley, CA 92227

Description of Project: The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, 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.

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 environment 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 for [Signature]
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
Applicant Signature

11/20/2023
Date

SECTION 4

VIII. RESPONSE TO COMMENTS

(ATTACH DOCUMENTS, IF ANY, HERE)

IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP)

(ATTACH DOCUMENTS, IF ANY, HERE)

\\co.imperial.ca.us\user\PL\gerardoquero\Desktop\Initial Study 23-0011- CUP23-0011 V23-0006.docx

COMMENT LETTERS

EEC ORIGINAL PKG

Melina Rizo

From: Mario Salinas
Sent: Tuesday, May 30, 2023 8:51 AM
To: Melina Rizo; Donald Vargas ; Jorge Perez
Cc: Jim Minnick; Michael Abraham; Diana Robinson; Luis Valenzuela
Subject: RE: CUP23-0011/V23-0006/IS23-0011 Requests for Comments

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Ms. Rizo,

Pertaining to CUP# 23-0011, 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.

Thank you,

Mario Salinas, MBA

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



RECEIVED
MAY 30 2023
IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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

From: Melina Rizo <melinarizo@co.imperial.ca.us>
Sent: May 26, 2023 2:59 PM
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>; 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>; Ryan Kelley <RyanKelley@co.imperial.ca.us>; Ryan Kelley <rkelly@isco.org>; Sandra Mendivil <SandraMendivil@co.imperial.ca.us>; Vanessa Ramirez <VanessaRamirez@co.imperial.ca.us>; Jesus Ramirez <JesusRamirez@co.imperial.ca.us>; Jenell Guerrero <JenellGuerrero@co.imperial.ca.us>; John Hawk <johnhawk@co.imperial.ca.us>; Rachel Garewal <RachelGarewal@co.imperial.ca.us>; Salvador Flores <SalvadorFlores@co.imperial.ca.us>; Mark Schmidt <MarkSchmidt@co.imperial.ca.us>; Roger Sanchez <roger.sanchez-rangel@dot.ca.gov>; jmesa@campo-nsn.gov
Cc: Jim Minnick <JimMinnick@co.imperial.ca.us>; Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>
Subject: CUP23-0011/V23-0006/IS23-0011 Requests for Comments

Good Afternoon,

Please see attached Request for Comments packet for CUP23-0011/V23-0006/IS23-0011 APN 041-200-008 {Vacant field off East Keystone and Highway 115}

Comments are due by **June 15th, 2023 at 5:00PM.**

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

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

Thank you,

Melina Rizo

Account Clerk III
Imperial County Planning & Development Services
801 Main St.
El Centro, CA 92243
(442)265-1736



Melina Rizo

From: Jill McCormick <historicpreservation@quechantribe.com>
Sent: Tuesday, May 30, 2023 4:00 PM
To: Melina Rizo
Cc: Luis Valenzuela
Subject: RE: [EXTERNAL]:CUP23-0011/V23-0006/IS23-0011 Requests for Comments

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.

Thank you,

Jill McCormick, M.A.

Quechan Indian Tribe
Historic Preservation Officer
P.O. Box 1899
Yuma, AZ 85366-1899
Office: 760-572-2423
Cell: 928-261-0254
E-mail: historicpreservation@quechantribe.com



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MAY 30 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

From: Melina Rizo <melinarizo@co.imperial.ca.us>
Sent: Friday, May 26, 2023 2:59 PM
To: Alphonso Andrade <AlphonsoAndrade@co.imperial.ca.us>; Ana L Gomez <analgomez@co.imperial.ca.us>; Andrew Loper <AndrewLoper@co.imperial.ca.us>; Belen Leon <BelenLeon@co.imperial.ca.us>; Donald Vargas <dvargas@iid.com>; Jill McCormick <historicpreservation@quechantribe.com>; Jeff Lamoure <JeffLamoure@co.imperial.ca.us>; Jolene Dessert <JoleneDessert@co.imperial.ca.us>; Gabby Emerson <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>; Ryan Kelley <RyanKelley@co.imperial.ca.us>; Ryan Kelley <rkelly@isco.org>; Sandra Mendivil <SandraMendivil@co.imperial.ca.us>; Vanessa Ramirez <VanessaRamirez@co.imperial.ca.us>; Jesus Ramirez <JesusRamirez@co.imperial.ca.us>; Jenell Guerrero <JenellGuerrero@co.imperial.ca.us>; John Hawk <johnhawk@co.imperial.ca.us>; Rachel Garewal <RachelGarewal@co.imperial.ca.us>; Salvador Flores <SalvadorFlores@co.imperial.ca.us>; Mark Schmidt

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 *RLS*
SUBJECT: Comments – City Switch - CUP 23-0011

The County of Imperial Executive Office is commenting on City Switch - CUP 23-0011 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



Imperial County Planning & Development Services Planning / Building

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JUN 12 2023

MAY 26, 2023
REQUEST FOR REVIEW
AND COMMENTS

Jim Minnick
DIRECTOR

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.

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

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

Project ID: CUP23-0011/V23-0006/IS23-0011

Project Location: Vacant field off East Keystone and Highway 115 APN 041-200-008

Project Description: The applicant is submitting Conditional Use Permit and Variance application, proposing a 200' self-support lattice tower with a 10'-0" Lighting rod.

Applicants: Cityswitch

Comments due by: June 15th 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: Ara Gomez Signature: [Signature] Title: Ag Biologist

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

L:\M\18\1\AllUsers\APN0411200008\CUP23-0011_IS23-0011_V23-0006\CUP23-0011_V23-0006_IS23-0011 Request for Comments 05.26.23.docx

EEC ORIGINAL PKG

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



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June 14, 2023

JUN 14 2023

IMPERIAL COUNTY
 PLANNING & DEVELOPMENT SERVICES

11-IMP-115

PM 17.102

CUP23-0011/V23-0006/IS23-0011

CUP #23-0011

Mr. Luis Valenzuela
 Planner I
 Imperial County 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 environmental review process for the Conditional Use Permit for the CUP23-0011/V230006/IS23-0011 located near State Route 115 (SR-115). 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

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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

- All construction work and the project work zone will be outside of Caltrans' Right of Way (R/W).
- Construction vehicles shall not use Caltrans SR-115 shoulders or beyond shoulder areas to access the project site.
- Worker vehicles, and any other equipment shall not be stored or parked on Caltrans' R/W. If this is required, then a Caltrans Encroachment Permit will be required.
- The adjacent ditch to the SR-115 and its flow line shall not be impacted or disturbed in any way.
- No debris, soil, or gravel shall be tracked onto the SR-115 during construction of this project.

Hydrology and Drainage Studies

- Along the western edge of the project site there is an earthen drainage swale. How will this drainage swale be maintained?
- Will the western drainage swale cause conflict with the project site?
- 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.

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

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appreciate meeting with you to discuss the elements of the EIR 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 fencing, 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 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 California Environmental Quality Act (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.

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-115 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 crossings. No work shall begin in Caltrans' 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 California Environmental Quality Act (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>.

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.

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

If you have any questions or concerns, please contact Shannon Aston, LDR
Coordinator, at (619) 992-0628 or by e-mail sent to shannon.aston@dot.ca.gov.

Sincerely,

Kimberly Dodson for

MAURICE A. EATON
Branch Chief
Local Development Review

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

EEC ORIGINAL PKG

180 SOUTH NINTH STREET
EL CENTRO, CA 92243-2880

TELEPHONE: (442) 265-1800
FAX: (442) 265-1799

AIR POLLUTION CONTROL DISTRICT



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JUN 15 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

June 14, 2023

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

SUBJECT: Conditional Use Permit 23-0011 & Variance 23-0006 – Cityswitch

Dear Mr. Minnick,

The Air Pollution Control District (Air District) thanks you for the opportunity to review and comment on Conditional Use Permit (CUP) 23-0001 and Variance (V) 23-0006 (Project). The Project proposes the construction and operation of a new 200-foot tall self-support lattice tower with a 10-foot lightning rod for a total tower height of 210 feet. The project is located off East Keystone Rd., Brawley on Assessor's Parcel Number (APN) 041-200-008.

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



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



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JUN 15 2023

**IMPERIAL COUNTY
 PLANNING & DEVELOPMENT SERVICES**

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 # 23-0011/V23-0006/IS23-0011

Dear Mr. Valenzuela:

Thank you very much for the opportunity to review and comment on CUP # 23-0011/V23-0006/IS23-0011.

CitySwitch proposes the construction and development of a new communication facility and tower consisting of a 200-foot tall, self-supporting lattice, co-locatable tower with a 10-foot tall lightning rod, various antennas, associated radio equipment, and other related infrastructure. The project location is a vacant field off East Keystone and Highway 115. APN 041-200-008.

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 # 23-0011/V23-0006/IS23-0011. 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

Laryssa Alvarado

From: Guillermo Mendoza
Sent: Tuesday, July 25, 2023 9:53 AM
To: Laryssa Alvarado; dvargas@iid.com; John Gay
Cc: Michael Abraham; Gerardo Quero; Diana Robinson; Aimee Trujillo; John Robb; Kamika Mitchell; Cassandra Castaneda; Rosa Soto; Carlos Yee
Subject: RE: CUP23-0011/V23-0006/IS23-0011

Good afternoon,

ICDPW has no comments for CUP 23-0011.

Thanks,

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

RECEIVED
JUL 25 2023
IMPERIAL COUNTY
PLANNING DEVELOPMENT SERVICES



From: Laryssa Alvarado <laryssaalvarado@co.imperial.ca.us>
Sent: Tuesday, July 25, 2023 8:37 AM
To: dvargas@iid.com; Guillermo Mendoza <GuillermoMendoza@co.imperial.ca.us>; John Gay <JohnGay@co.imperial.ca.us>
Cc: Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Gerardo Quero <gerardoquero@co.imperial.ca.us>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; John Robb <JohnRobb@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; Cassandra Castaneda <kassandrastaneda@co.imperial.ca.us>; Laryssa Alvarado <laryssaalvarado@co.imperial.ca.us>; Rosa Soto <RosaSoto@co.imperial.ca.us>
Subject: CUP23-0011/V23-0006/IS23-0011

Good morning,

Please see attached Request for Comments packet for CUP23-0011/V23-0006/IS23-0011 APN 041-200-008 {Vacant field off East Keystone and Highway 115}

Comments are due by **June 15th, 2023 at 5:00PM.**

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



IID

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Since 1911

August 2, 2023

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

SUBJECT: CitySwitch Telecom Tower Project CUP23-0011/V23-0006/IS23-0011

Dear Mr. Valenzuela:

On July 25, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, a request for agency comments on the telecom tower project near Keystone Road; Conditional Use Permit No. 23-0011, Variance No. 23-0006, Initial Study No. 23-0011. The applicant proposes to install a 200 ft. monopole tower with a 10 ft. lightning rod at a 50 ft. by 50 ft. site located on the southeast corner of the East Keystone Road and Highway 115 intersection, Brawley, CA (APN 041-200-008).

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

1. If the proposed communication tower requires electrical service, the applicant should be advised to contact Gabriel Ramirez, IID project development service planner, at (760) 339-9257 or e-mail Mr. Ramirez at gramirez@iid.com to initiate the customer service application process. In addition to submitting a formal application (available for download at the district website <http://www.iid.com/home/showdocument?id=12923>), the applicant will be required to submit an AutoCAD file of site plan, approved electrical plans, electrical panel size and panel location, operating voltage, electrical loads, project schedule, and the applicable fees, permits, easements and environmental compliance documentation pertaining to the provision of electrical service to the project. The applicant shall be responsible for all costs and mitigation measures related to providing electrical service to the project.
2. Electrical capacity is limited in the project area. A circuit study may be required. Any system improvements or mitigation identified in the circuit study to enable the provision of electrical service to the project shall be the financial responsibility of the applicant.
3. Applicant shall provide a surveyed legal description and an associated exhibit certified by a licensed surveyor for all rights of way deemed by IID as necessary to accommodate the project electrical infrastructure. Rights-of-Way and easements shall be in a form acceptable to and at no cost to IID for installation, operation, and maintenance of all electrical facilities.
4. IID water facilities impacted include Orient Drain.

EEC ORIGINAL PKG

5. To insure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. IID WDES Section can be contacted at (760) 339-9265 for additional information.
6. 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.
7. The applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (Irrigation, Drainage, Power, etc.) needs.
8. Should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the applicant's expense.
9. 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. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
10. In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of ways to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
11. 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

Luis Valenzuela
August 2, 2023
Page 3

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 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. Oprtns., 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

Gerardo Quero

From: Jill McCormick <historicpreservation@quechantribe.com>
Sent: Wednesday, 2 August, 2023 10:30 AM
To: Aimee Trujillo; Gerardo Quero
Subject: RE: [EXTERNAL]:CUP23-0011/IS23-011/V23-0006 AB52 Letter

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: Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>
Sent: Wednesday, August 02, 2023 10:21 AM
To: Jill McCormick <historicpreservation@quechantribe.com>; Gabby Emerson <tribalsecretary@quechantribe.com>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Gerardo Quero <gerardoquero@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; John Robb <JohnRobb@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; Cassandra Castaneda <kassandrastaneda@co.imperial.ca.us>; Laryssa Alvarado <laryssaalvarado@co.imperial.ca.us>; Rosa Soto <RosaSoto@co.imperial.ca.us>
Subject: [EXTERNAL]:CUP23-0011/IS23-011/V23-0006 AB52 Letter

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 morning,

Attached hereto please find the AB52 letter for **CUP23-0011/IS23-011/V23-0006** (APN 041-200-008)

Should you have any questions, please feel free to contact Gerardo Quero at (442) 265-1736, or by email at gerardoquero@co.imperial.ca.us

EEC ORIGINAL PKG

APPLICATION

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@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. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail) Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.

11. DESCRIBE CURRENT USE OF PROPERTY Vacant field

12. DESCRIBE PROPOSED SEWER SYSTEM N/a

13. DESCRIBE PROPOSED WATER SYSTEM N/a

14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM N/a

15. IS PROPOSED USE A BUSINESS? Yes No

IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE?
No permanent employees

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 _____

APPLICATION DEEMED COMPLETE BY: _____ DATE _____

APPLICATION REJECTED BY: _____ DATE _____

TENTATIVE HEARING BY: _____ DATE _____

FINAL ACTION: APPROVED DENIED

REVIEW / APPROVAL BY OTHER DEPT'S required.
 P. W.
 E. H. S.
 A. P. C. D.
 O. E. S.

CUP #
23-001

EEC ORIGINAL PKG

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.

S:/forms_lists/8.5 x 11 APPS/CUP backside 8.5 x 11

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. 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. 041-200-008		ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227		SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115			
8. LEGAL DESCRIPTION See attached lease agreement			
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'			
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :			
10. DESCRIBE THE ADJACENT PROPERTY East: vacant parcel West: vacant parcel North: vacant parcel South: vacant parcel			

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
Print Name: Michael Bieniek Date: 4/11/23
Signature: [Signature]
Allison R. Burke
Print Name: Allison R. Burke Date: 4/11/23
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#
13-0000

EEC ORIGINAL PKG

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.

S:/forms_lists/8.5 x 11 APPS/variance backside 8.5 x 11

EEC ORIGINAL PKG

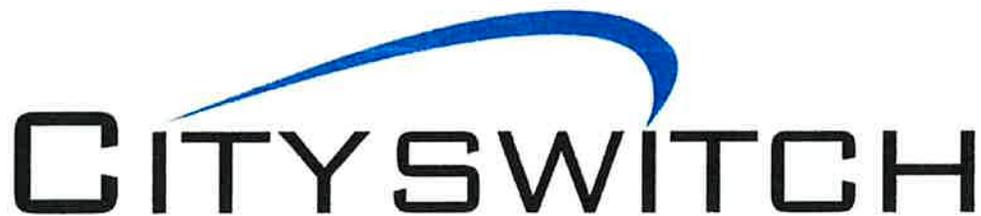


RECEIVED

Sherman & Howard LLP

APR 12 2009

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES



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

**NEAR EAST KEYSTONE ROAD
BRAWLEY, CA 92227
APN: 041-200-008**

**CITYSWITCH SITE NAME / # – BRAWLEY CAC008
AT&T SITE NUMBER - 10148059**

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 -- Brawley CAC009
AT&T Site - 10148059
Near East Keystone Road
APN 041-200-008
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 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-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.

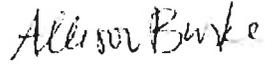
The proposed Communications Facility is located in an A-2, General Agriculture zone. Pursuant to Section 90519.02(d) of the Code, Communications Facilities are allowed in this district with a Conditional Use Permit approval. Communications Facilities exceeding the maximum allowable height are allowed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

56616415.4

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: Near East Keystone Road
Brawley, CA 92227

Parcel Number: APN: 041-200-008

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 200'-0" self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and telecommunications equipment to be located within a 50'-0" x 50'-0" ground area.

Right-of-Way Title



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

REPORT OF TITLE
Document Research and Retrieval
U.S. Title Solutions File No. UST71006
Reference No. Brawley
Site Name: Brawley

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Brawley, CA 92227

Parcel: 056-470-002

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. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : April 07, 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 :**

Property card made by Property Card, in [Instrument No: Property Detail Report](#).

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).

For reference only, [Instrument No: SBE Map](#), attached 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" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS :**

Parcel ID : 056-470-002
Tax Year : 2021
Status : Exempt

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

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

A survey is required for an accurate metes and bounds description.

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

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

None found within period searched.

5. OTHER RECORDED DOCUMENTS

5.1 Parcel Map No. M-891 Recorded July 18, 1977, in [Book 3, Page 72.](#)

5.2 Certificate of Merger between Southern Pacific Company and Southern Pacific Transportation Company, Dated December 02, 1969, Recorded December 09, 1969, in [Book 1286, Page 821.](#)

5.3 Township No. 16 South, Range No. 21 East, San Bernardino Meridian, California Recorded November 07, 1934, in [Instrument No: 1933 Government Survey.](#)

5.4 Parcel Map No. M-1964 in [Book 8, Page 31.](#)

Notes: For reference - shows portion of subject property as "not a part".

6. OTHER UNRECORDED DOCUMENTS

6.1 [Assessor's Map](#)

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1. Property card made by Property Card to Southern Pacific Company , in [Instrument No: Property Detail Report](#).

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).

For reference only, [Instrument No: SBE Map](#) , attached 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" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

Property Detail Report

CA

APN: 056-470-002-000

Imperial County Data as of: 12/29/2021

Owner Information

Owner Name: Southern Pacific Co
Vesting: Corporation
Mailing Address:

Occupancy: Unknown

Location Information

Legal Description: Por Sbe 872-13-9-3 Of Sec 21 16-21
APN: 056-470-002-000 Alternate APN: 0564700201
Munic / Twnshp: Twnshp-Rng-Sec:
Subdivision: Tract #:
Neighborhood: School District: San Pasqual Valley Unified
Elementary School: San Pasqual Valley... Middle School: San Pasqual Middle
Latitude: 32.75386 Longitude: -114.76022
County: Imperial, CA
Census Tract / Block:
Legal Lot / Block:
Legal Book / Page:
High School: San Pasqual Valley...

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Price:
Buyer Name: Seller Name: Transfer Doc #:
Deed Type:

Last Market Sale

Sale / Rec Date: Sale Price / Type: Deed Type:
Multi / Split Sale: Price / Sq. Ft.: New Construction:
1st Mtg Amt / Type: 1st Mtg Rate / Type: 1st Mtg Doc #: N/A
2nd Mtg Amt / Type: 2nd Mtg Rate / Type: Sale Doc #: N/A
Seller Name:
Lender: Title Company:

Prior Sale Information

Sale / Rec Date: Sale Price / Type: Prior Deed Type:
1st Mtg Amt / Type: 1st Mtg Rate / Type: Prior Sale Doc #: N/A
Prior Lender:

Property Characteristics

Gross Living Area: Total Rooms: 0 Year Built / Eff:
Living Area: Bedrooms: Stories:
Total Adj. Area: Baths (F / H): Parking Type:
Above Grade: Pool: Garage #:
Basement Area: Fireplace: Garage Area:
Style: Cooling: Porch Type:
Foundation: Heating: Patio Type:
Quality: Exterior Wall: Roof Type:
Condition: Construction Type: Roof Material:

Site Information

Land Use: Public School Lot Area: 1,165,230 Sq. Ft. Zoning:
State Use: Lot Width / Depth: # of Buildings:
County Use: 604 - Schools Usable Lot: Res / Comm Units:
Site Influence: Acres: 26.75 Water / Sewer Type:
Flood Zone Code: A Flood Map #: 06025C1875C Flood Map Date: 09/26/2008
Community Name: Fort Yuma Indian Reservation Flood Panel #: 1875C Inside SFHA: True

Tax Information

Assessed Year: 2021 Assessed Value: Market Total Value:
Tax Year: Land Value: Market Land Value:
Tax Area: 94-002 Improvement Value: Market Imprv Value:
Property Tax: Improved %: Market Imprv %:
Exemption: Delinquent Year:

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

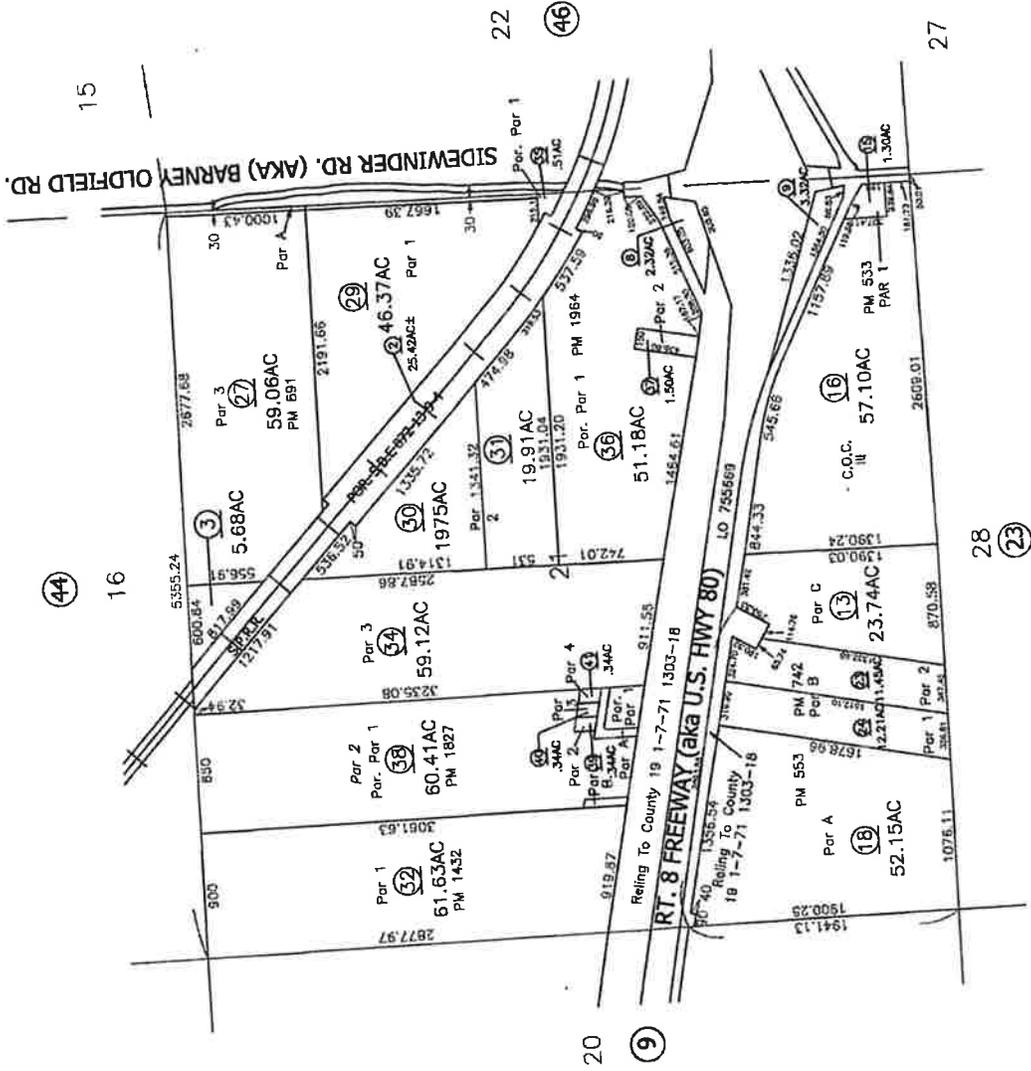
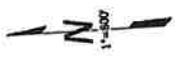
School information is copyrighted and provided by GreatSchools.org.

EEC ORIGINAL PKG

56-47

Tax Area Code
94-002

SEC. 21 T165, R21E



DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
ASSESSING FOR THE DUTIES OF THE ASSESSOR.
NO WARRANTIES OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX CODE SEC.387)

EEC ORIGINAL PKG

BLOW - UP
FROM 56-10
7-12-90 LS
8-28-12 MF

Assessor's Map Bk.56-Pg.47
County of Imperial, Calif.

BOOK 1286 PAGE 821

16 RECORDING REQUESTED BY
and RETURN TO:
E Corporation System
235 Montgomery Street
San Francisco, California 94104

47 JOHN V. KENNEDY
COURT

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

OFFICIAL
FILE COURT
#270

State of Delaware



Office of Secretary of State

J. Eugene Dunting, 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 8:35 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 Dunting

Secretary of State

R. H. Caldwell

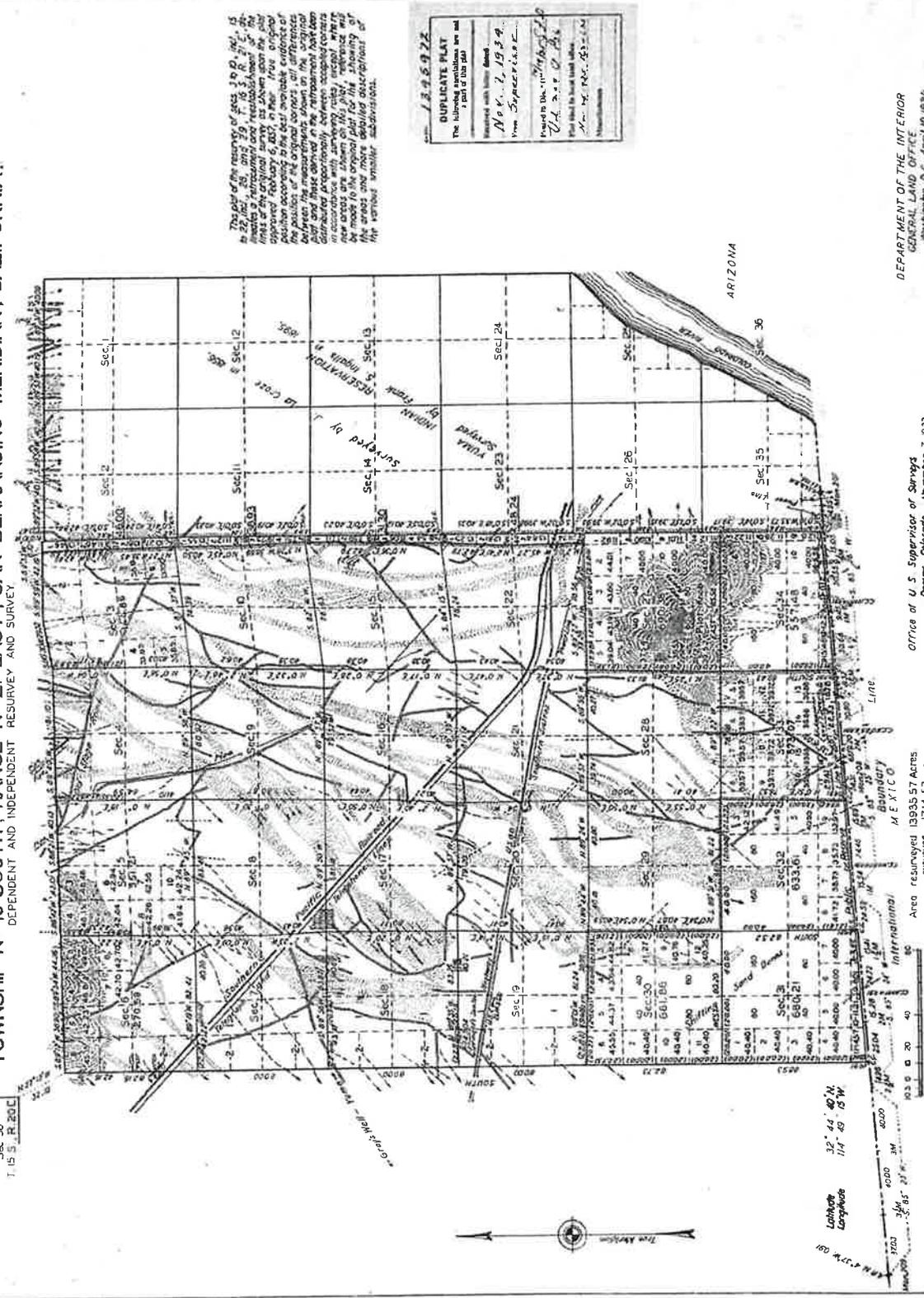
Acting Secretary of State

EEC ORIGINAL PKC

DUPLICATE

TOWNSHIP N° 16 SOUTH, RANGE N° 21 EAST, SAN BERNARDINO MERIDIAN, CALIFORNIA.

Sec 36
T. 15 S., R. 20 E.



The plat of the survey of 1852, 3 to 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

1246922
 DUPLICATE PLAT
 The following conditions are all
 part of this plat
 Issued with these books
 Nov. 1, 1934
 From SUPERVISOR
 Paid to the Surveyor
 U.S. 2000 100
 Paid to the Surveyor
 Nov. 1, 1934
 U.S. 2000 100

DEPARTMENT OF THE INTERIOR
 GENERAL LAND OFFICE
 Washington, D.C. April 10, 1934
 The survey represented by this plat
 having been carefully examined in accordance
 with the requirements of law and the regulations
 of this office, is hereby accepted.

D. K. Banda
 Acting Assistant Commissioner

Office of U.S. Supervisor of Surveys
 Denver, Colorado, November 7, 1933
 The above plat of Township N° 16 South, Range N° 21 East,
 of the San Bernardino Meridian, California, is fully conform-
 able to the field notes of the survey thereon which have been
 examined and approved.

W. H. Johnson
 U.S. Supervisor of Surveys

LINES DESIGNATED BY WHOM SURVEYED	GROUP	SCALE		WHEN SURVEYED	WHEN COMPLETED
		MILES	CHAINS		
Subdivisional	J. L. Croze	2	19.97	1933	1933
Intermittent	J. L. Croze	6	31.64	Feb 5, 1921	March 14, 1932
Subdivisional	J. L. Croze	4	37.62	1933	1933
Miscellaneous	Miscellaneous	1	5.37	1933	1933

EEC ORIGINAL PKG

PM 8-31

PARCEL MAP No. M 1964

IMPORTANT INFORMATION:
 This map is prepared for the purpose of showing the location of parcels of land in the City of Los Angeles, California, and is not intended to show the boundaries of parcels of land. The boundaries of parcels of land are shown by the lines on this map. The boundaries of parcels of land are shown by the lines on this map. The boundaries of parcels of land are shown by the lines on this map.

NOTICE:
 This map is prepared for the purpose of showing the location of parcels of land in the City of Los Angeles, California, and is not intended to show the boundaries of parcels of land. The boundaries of parcels of land are shown by the lines on this map. The boundaries of parcels of land are shown by the lines on this map. The boundaries of parcels of land are shown by the lines on this map.



[Signature]
 City of Los Angeles
 Department of Public Works
 125 N. Los Angeles Street
 Los Angeles, California 90012

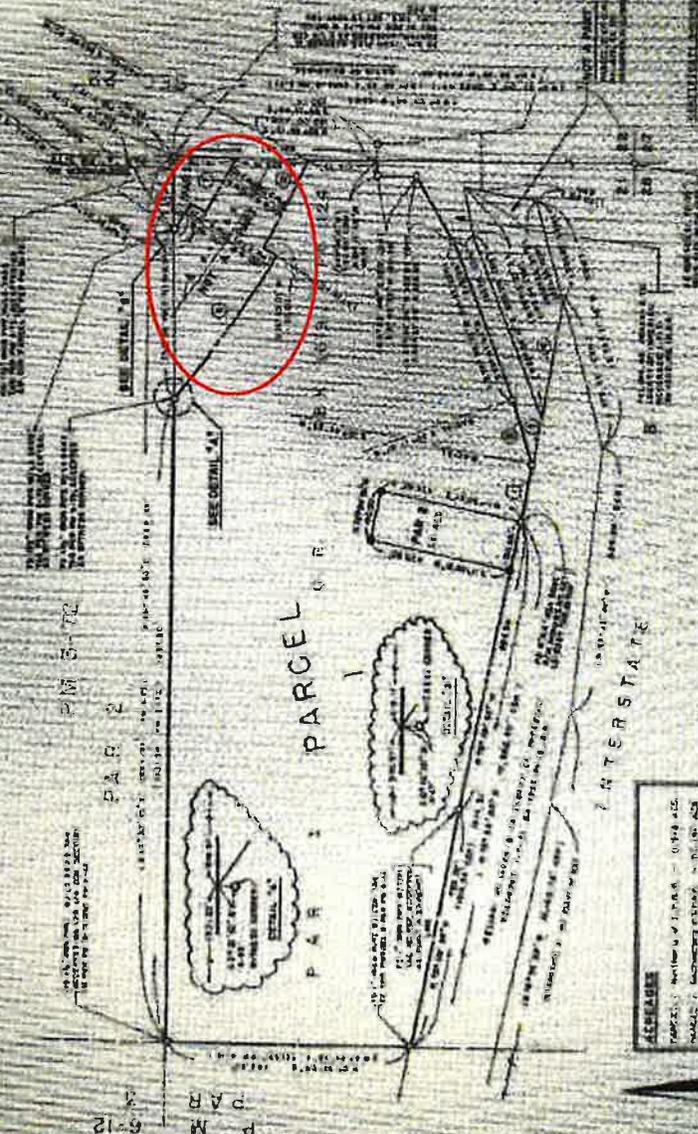
WORKS PHILIP'S ENGINEERS
 This map conforms with the requirements of the Subdivision Map Act and the provisions of the Subdivision Map Act.
 Date: 12/14/64
 Philip's Engineers
 125 N. Los Angeles Street
 Los Angeles, California 90012

PARCEL MAP NO. M 1964
 This map conforms with the requirements of the Subdivision Map Act and the provisions of the Subdivision Map Act.
 Date: 12/14/64
 Philip's Engineers
 125 N. Los Angeles Street
 Los Angeles, California 90012

SOIL SURVEY'S REPORT
 This map conforms with the requirements of the Subdivision Map Act and the provisions of the Subdivision Map Act.
 Date: 12/14/64
 Philip's Engineers
 125 N. Los Angeles Street
 Los Angeles, California 90012

THE ALAMO
 This map conforms with the requirements of the Subdivision Map Act and the provisions of the Subdivision Map Act.
 Date: 12/14/64
 Philip's Engineers
 125 N. Los Angeles Street
 Los Angeles, California 90012

ADVERTISED NOTICE
 This map conforms with the requirements of the Subdivision Map Act and the provisions of the Subdivision Map Act.
 Date: 12/14/64
 Philip's Engineers
 125 N. Los Angeles Street
 Los Angeles, California 90012



Parcel	Area	Volume	Value
1	1.5717	8714	4644
2	1.5717	8714	4644
3	1.5717	8714	4644
4	1.5717	8714	4644
5	1.5717	8714	4644
6	1.5717	8714	4644
7	1.5717	8714	4644
8	1.5717	8714	4644
9	1.5717	8714	4644
10	1.5717	8714	4644
11	1.5717	8714	4644
12	1.5717	8714	4644
13	1.5717	8714	4644
14	1.5717	8714	4644
15	1.5717	8714	4644
16	1.5717	8714	4644
17	1.5717	8714	4644
18	1.5717	8714	4644
19	1.5717	8714	4644
20	1.5717	8714	4644

LEGEND
 PARCELS: Section 1, P.A.M. - 0.974 A.C.
 PARCELS: Section 2, P.A.M. - 0.974 A.C.
 PARCELS: Section 3, P.A.M. - 0.974 A.C.
 PARCELS: Section 4, P.A.M. - 0.974 A.C.
 PARCELS: Section 5, P.A.M. - 0.974 A.C.
 PARCELS: Section 6, P.A.M. - 0.974 A.C.
 PARCELS: Section 7, P.A.M. - 0.974 A.C.
 PARCELS: Section 8, P.A.M. - 0.974 A.C.
 PARCELS: Section 9, P.A.M. - 0.974 A.C.
 PARCELS: Section 10, P.A.M. - 0.974 A.C.
 PARCELS: Section 11, P.A.M. - 0.974 A.C.
 PARCELS: Section 12, P.A.M. - 0.974 A.C.
 PARCELS: Section 13, P.A.M. - 0.974 A.C.
 PARCELS: Section 14, P.A.M. - 0.974 A.C.
 PARCELS: Section 15, P.A.M. - 0.974 A.C.
 PARCELS: Section 16, P.A.M. - 0.974 A.C.
 PARCELS: Section 17, P.A.M. - 0.974 A.C.
 PARCELS: Section 18, P.A.M. - 0.974 A.C.
 PARCELS: Section 19, P.A.M. - 0.974 A.C.
 PARCELS: Section 20, P.A.M. - 0.974 A.C.



FEC 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# 041-200-008 Near East Keystone 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 A-2, General Agriculture zone. Pursuant to Sections 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 at the southeast corner of the intersection of East Keystone and Highway 115.

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 Brawley 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# 041-200-008 Near East Keystone 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 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-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 East Keystone Road. 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 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 A-2 General Agriculture zone pursuant to Section 9051902(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 in a vacant field, 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 self-support lattice tower is designed to be 200'-0" with a 10' lightning rod for a total height of 210'-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 200'-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 200'-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 to run along the legs of the tower 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 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is above the 200' threshold requiring lighting per the FAA. Therefore, lighting will be required.

- 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 East Keystone Road.

- 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 0.18 miles north 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 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 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.

- 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.

- 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 200'-0" self-support lattice tower is not exempt under Section 92401. Therefore, a Conditional 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 0.18 miles south 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 in a vacant field. 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 in a vacant field with no residential use in the area 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 A-2 zone is “to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The A-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the A-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 at the southwest corner of East Keystone and Highway 115 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 A-2 (General Agriculture) 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 A-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 0.18 miles south 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 in a vacant field and will host communication equipment for railroad use and will also service wireless providers. The property is also located 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 as the southwest corner of the intersection of East Keystone and Highway 115. 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 a vacant field 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 0.18 miles south 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 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest 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 in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south 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 self-support lattice design for the tower which is the least obtrusive design for a 200' 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)
) ss.
STATE OF ARKANSAS)

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 **Near East Keystone Road, Brawley, California 92227, APN 041-200-008** (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 3574 Highway 115, Brawley, California 92227. 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 **[6/27/2013]** but AT&T now desires to relocate its Wireless

**Brawley
CA 92227**

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 [Two] 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 [Three] million dollars.

8. Since AT&T located on the SBA Tower in [6/27/2013], rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since [6/27/2013], 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.

[REDACTED]

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.

[REDACTED]

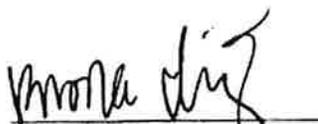
AT&T's lease agreement for the SBA Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the SBA Tower, it must apply to SBA which then triggers an application fee and a lengthy 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



Carrier Coverage Plots

56616415.4

EEC ORIGINAL PKG

CAL03747

EEC ORIGINAL PKG

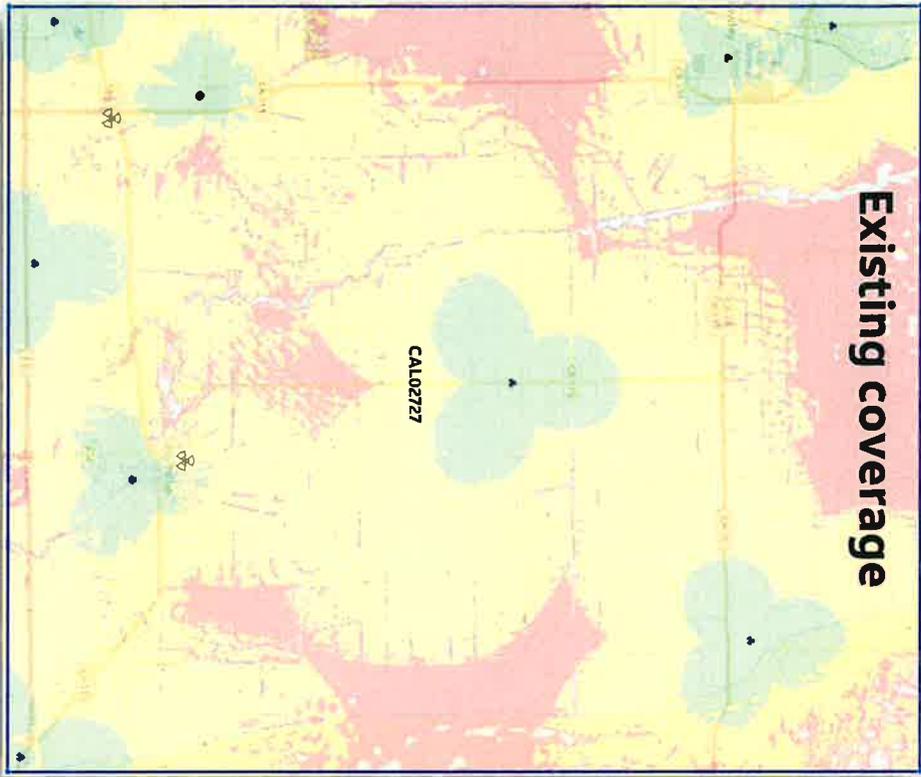
Coverage Plots

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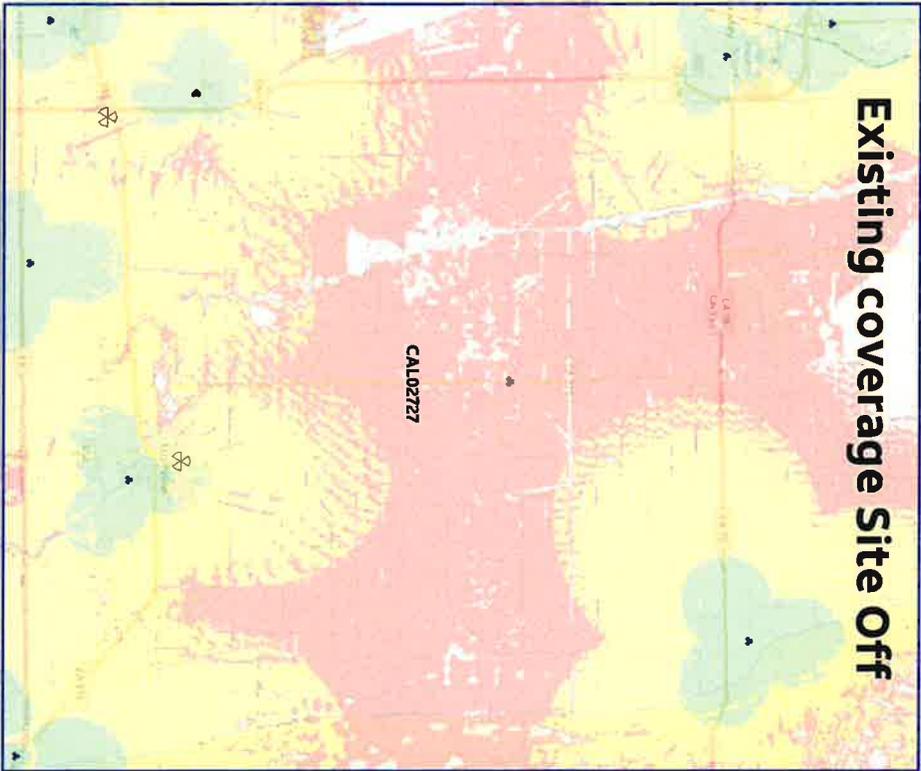


CAL03747

Existing coverage



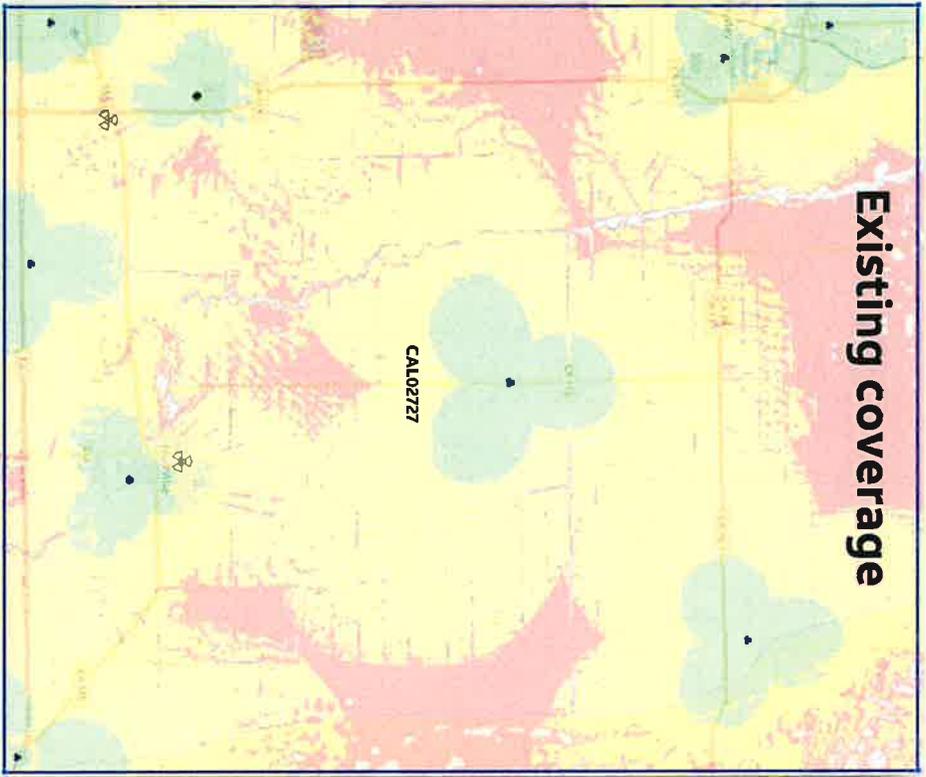
Existing coverage Site Off



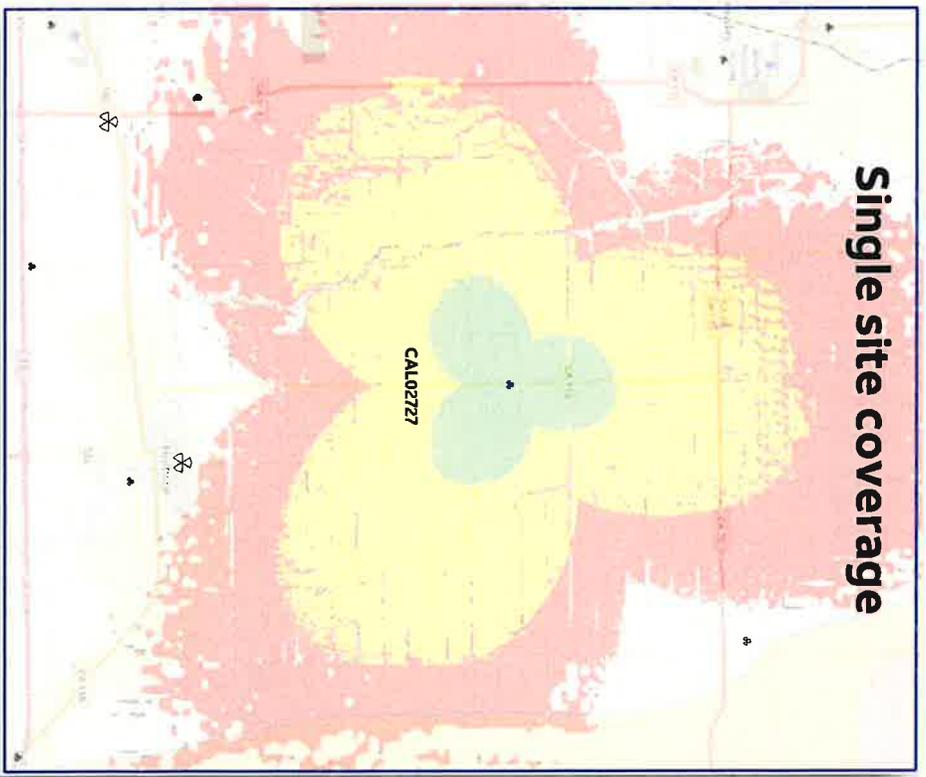
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CAL03747

Existing coverage



Single site coverage



EEC ORIGINAL PKG



FAA Determination Letter

56616415.4

EEC ORIGINAL PKG



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

Aeronautical Study No.
2022-AWP-12869-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 Brawley
Location:	Brawley, CA
Latitude:	32-54-58.38N NAD 83
Longitude:	115-24-21.22W
Heights:	-85 feet site elevation (SE) 200 feet above ground level (AGL) 115 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-12869-OE.

Signature Control No: 539125699-551428762

(DNE)

Vivian Vilaro
Specialist

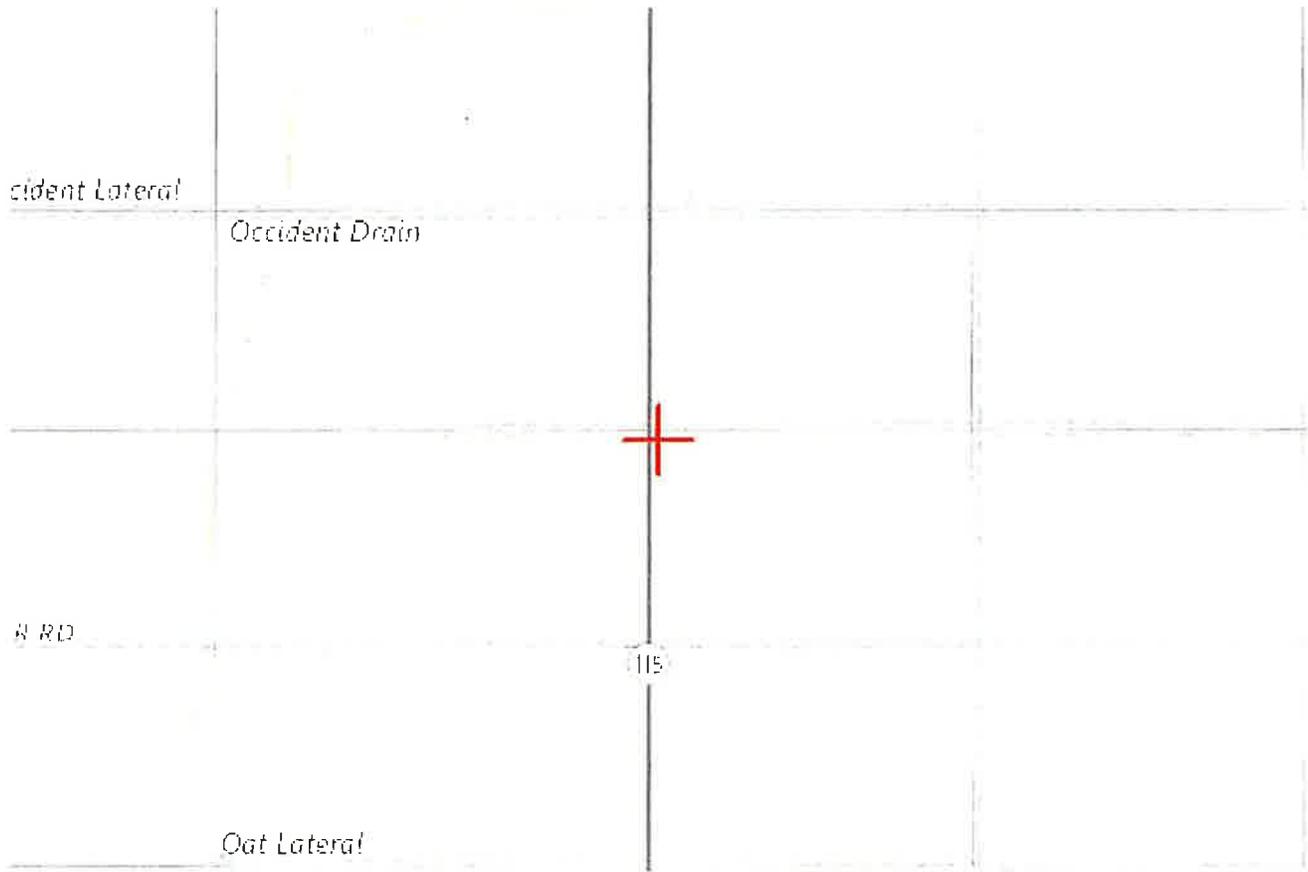
Attachment(s)
Frequency Data
Map(s)

cc: FCC

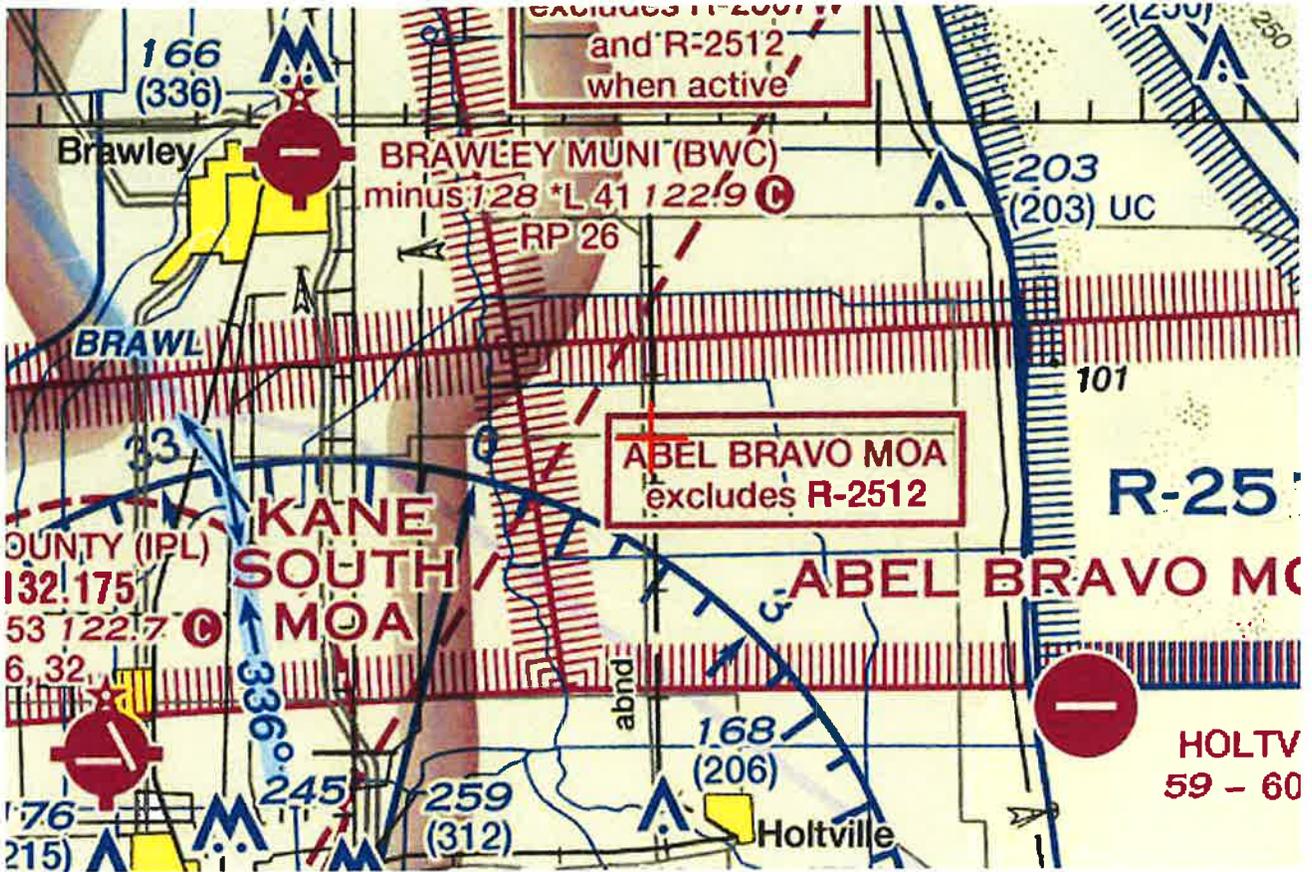
Frequency Data for ASN 2022-AWP-12869-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2022-AWP-12869-OE



Sectional Map for ASN 2022-AWP-12869-OE



Fall Zone Certification

56616415.4

EEC ORIGINAL PKG

March 3, 2023

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

RE: Proposed 200' Sabre Self-Supporting Tower for Brawley, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design a tower for the above referenced project for a Basic 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, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Structures". The tower 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 tower 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 one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries.* In the unlikely event of total separation, this would result in a fall radius less than or equal to 30 feet.

Sincerely,

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



Site Plan

WESTCHESTER
3440 W. 10TH ST.
SUN VALLEY, CA 94134
TEL: 781.234.1234
WWW.WESTCHESTER.COM

ZONING DRAWINGS
NOT FOR CONSTRUCTION

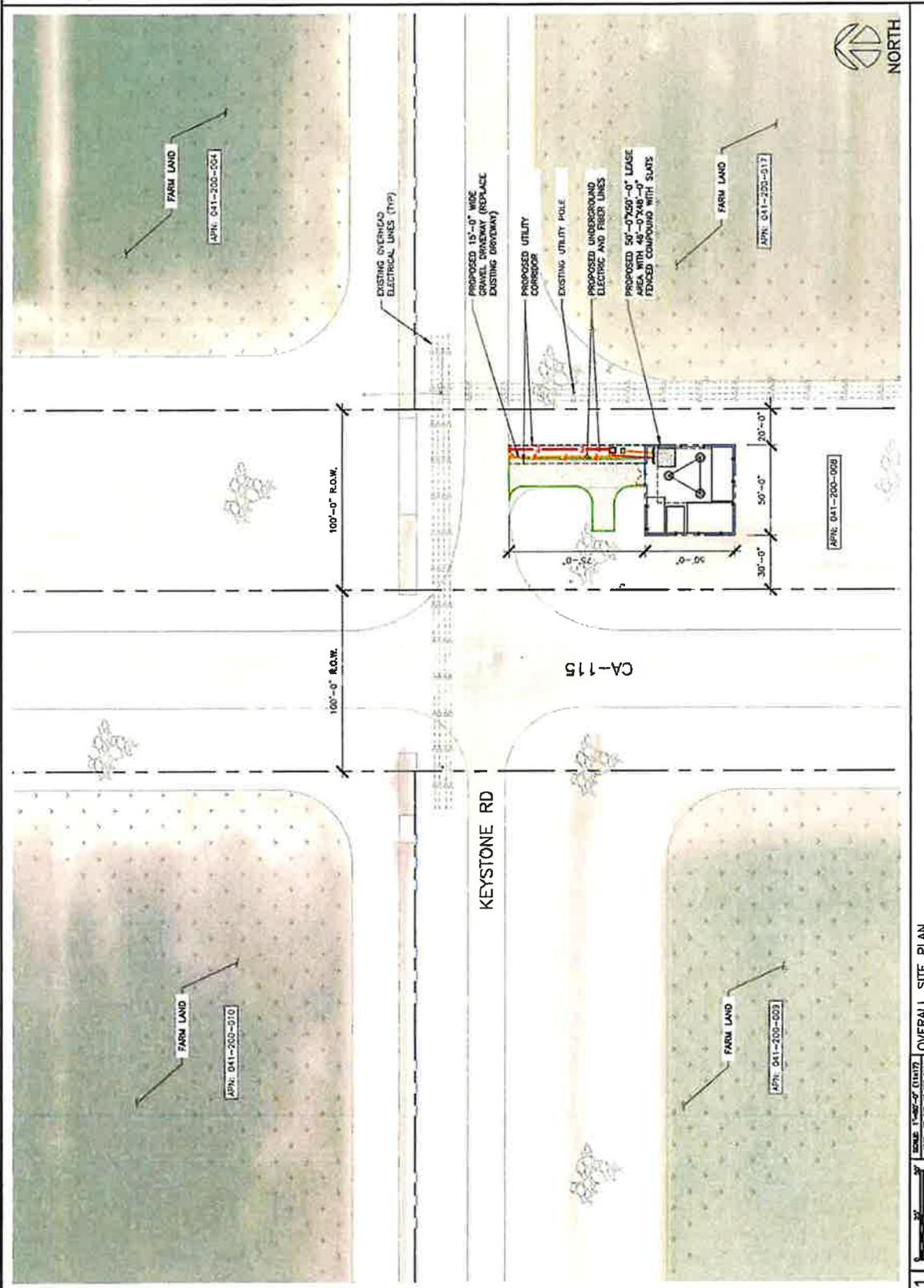
REV	DATE	DESCRIPTION
A	03/14/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER. NO PART OF THESE DRAWINGS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER.

DATE: 10/25/22
DRAWN BY: [Name]
CHECKED BY: [Name]

PROJECT NAME: [Name]
SITE ADDRESS: [Address]
CITY: [City], CA 92227
COUNTY: IMPERIAL COUNTY

SHEET TITLE: OVERALL SITE PLAN
SHEET NUMBER: C-1



ECC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

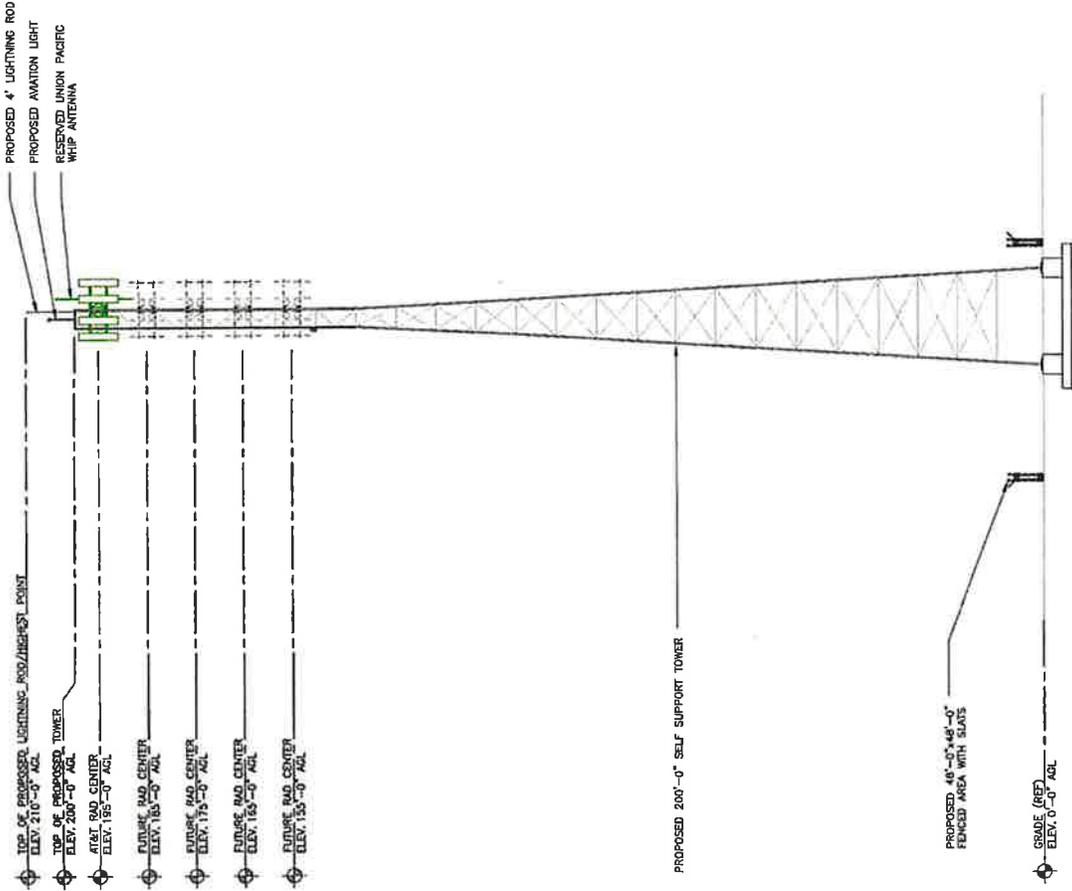
FORM BY:	SM
CHECKED BY:	RSB
DATE:	10/23/22
DESCRIPTION:	ZONING DRAWINGS
DATE:	03/28/22
DESCRIPTION:	ZONING DRAWINGS
DATE:	10/23/22
DESCRIPTION:	ZONING DRAWINGS

I, ROBERT GIBNEY, STATE REGISTERED PROFESSIONAL ENGINEER, LICENSE NO. 10000, REGISTERED IN THE STATE OF CALIFORNIA, HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND THAT I AM A RESIDENT OF THE STATE OF CALIFORNIA.

SITE NAME
BRAUNLEY
SITE ADDRESS
NEAR EAST KEYSTONE RD
BRANLEY CA 92527
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
A-1



1 SCALE - N.T.S. TOWER ELEVATION

EEC ORIGINAL PKG

Lease

56616415.4

EEC ORIGINAL PKG

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 12 day of April, 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 eighty-five feet (85.00'), by thirty feet (30.00'), containing a total of 2,550 square feet, combined with an approximate ten feet (10') by seventy-five foot, (75') access and utility corridor containing 750 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 Ninety-Five (195') 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 [REDACTED] per year for the privileges and rights presented in this Agreement which rental shall increase by [REDACTED] annually. At such time as the amount equal to [REDACTED] of the total gross revenue collected by Licensee from all sublicenses at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by [REDACTED] annually, or [REDACTED] of the total revenue collected annually from Licensee's sublicenses at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

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

16. **TERM:**

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

17. **INTERFERENCE:**

Licensors 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: 4/12/2022

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
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 12th day of April, 2022, Chris D. Golik 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 12th day of April, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2022

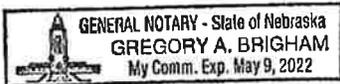


Exhibit A

Location Print Depicting the Premises



**JOHN M. BANKS
ARCHITECT**
 BRAWLEY, CA 92210
 TEL: 951-777-0000
 FAX: 951-777-0000
 EMAIL: jmbanks@westcoasttelecomservices.com



**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

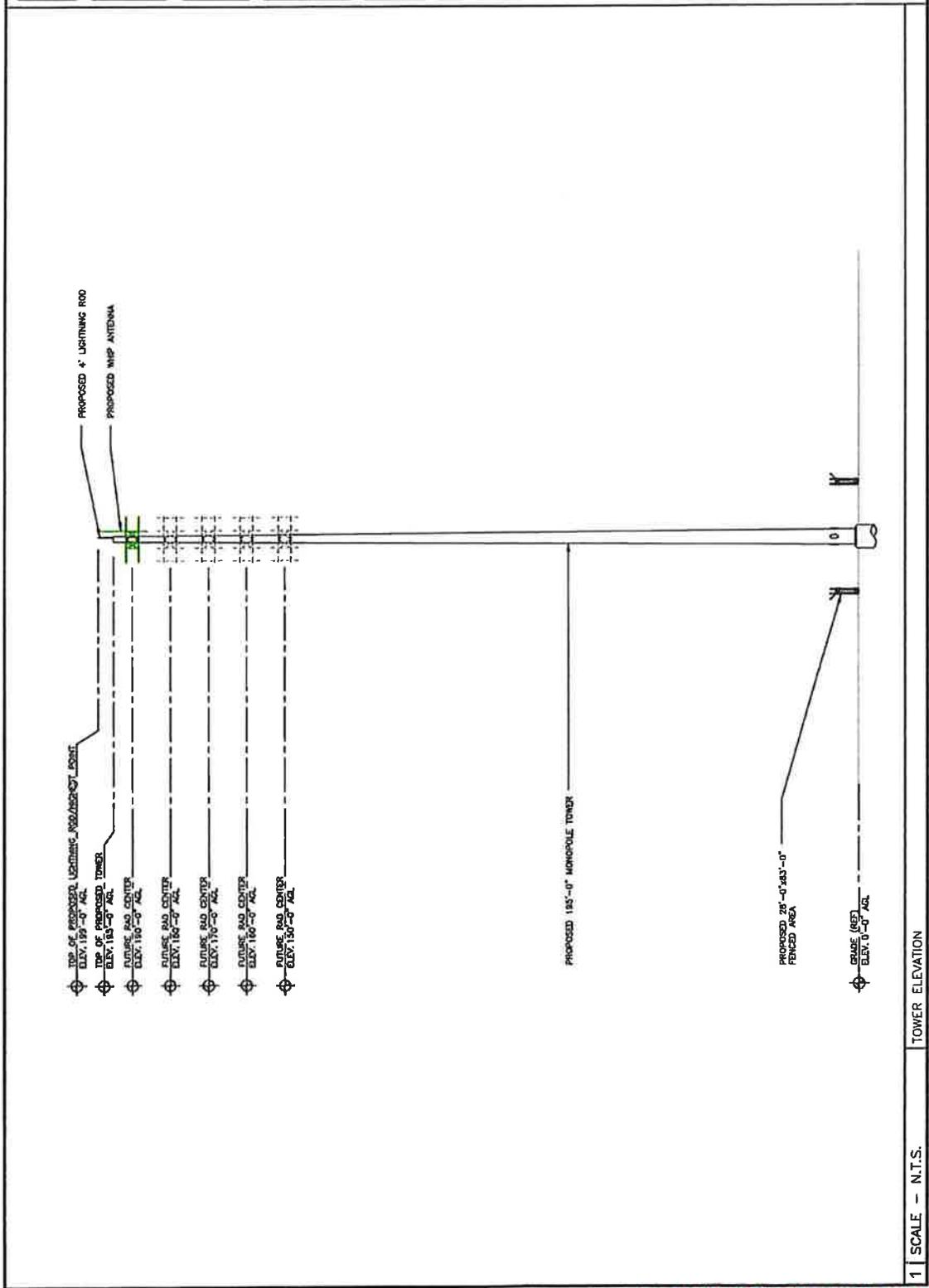
NO.	DATE	DESCRIPTION
A	07/13/22	LEASE EXHIBIT
B	07/14/22	REVISED LE

1. OWNER CONVEY THAT THESE PLANS WERE PREPARED BY L.C. OR UNDER HIS DIRECT SUPERVISION AND THAT HE IS A LICENSED PROFESSIONAL ENGINEER UNDER THE STATE OF CALIFORNIA.

FA # 101480559
 SITE NAME:
 BRAWLEY
 NEAR EAST ADELPHI ST
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**TOWER
ELEVATION**

SHEET NUMBER
LE-3



1 | SCALE - N.T.S. | TOWER ELEVATION



JOHN M. BANKS ARCHITECT
 1004 FOX CLOVE
 BIRMINGHAM, AL 35210
 TEL: (205) 988-1000 FAX: (205) 988-1000
 WWW: johnbanksarchitect.com

WESTCHESTER
 1000 GLENVIEW
 BIRMINGHAM, AL 35210
 TEL: (205) 988-1000 FAX: (205) 988-1000
 WWW: westchesterhvac.com

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

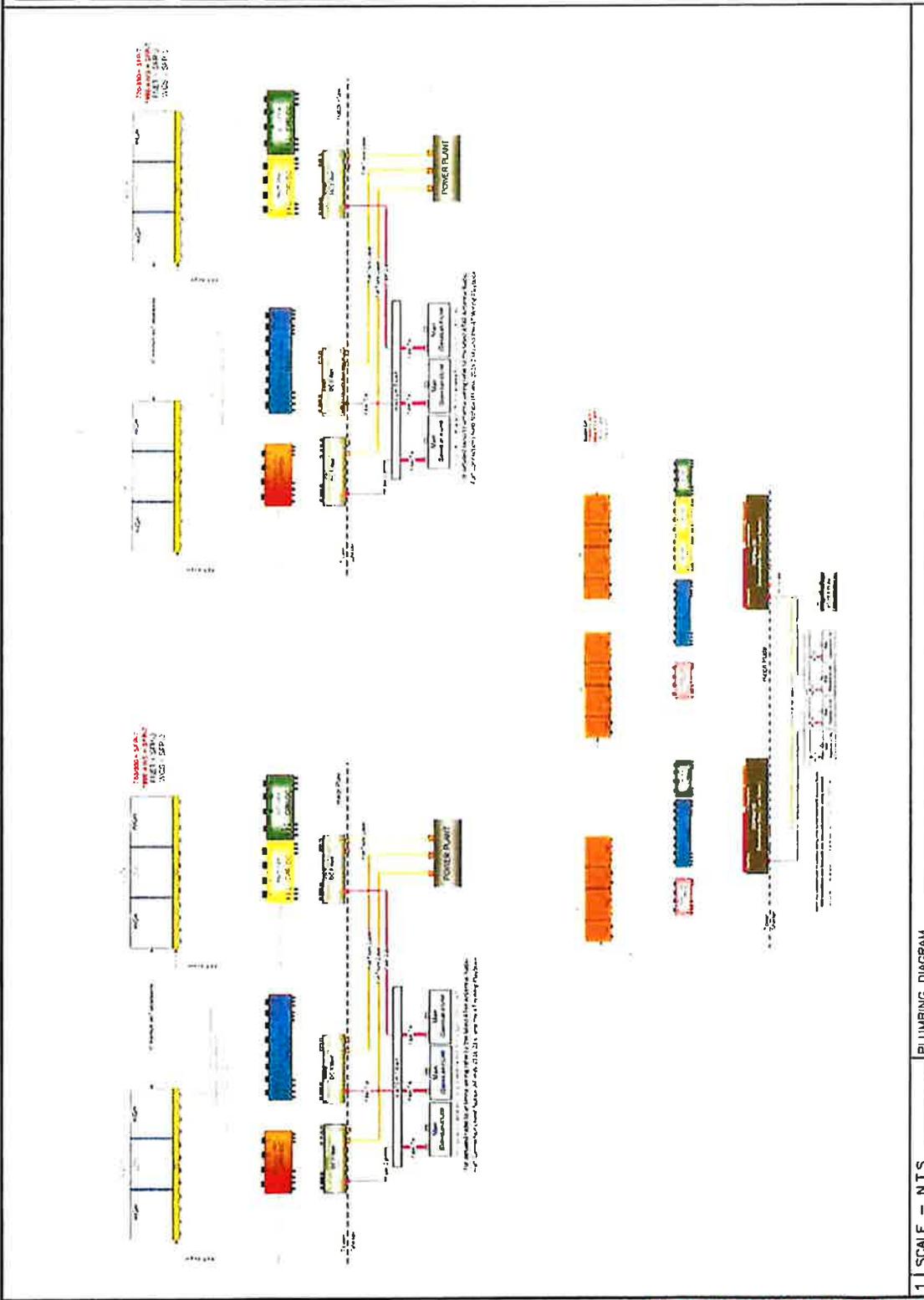
DATE	BY
01/17/22	LMC
01/17/22	LMC

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

PA # 10148059
 SITE NAME:
 BRAWLEY
 5000 W. KEYS
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
PLUMBING DIAGRAM

SHEET NUMBER
LE-4



1 | 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_nativedocs/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: Brawley
CitySwitch Site: CAC008
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 12 day of April, 2023, 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 day of , 20 , 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: 4/12/2022

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
Notary Public



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

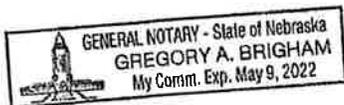
STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 12th day of April, 2022, before me personally appeared Chris D. Grobik, 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 12th day of April, 2022.

[Signature]
Notary Public

My Commission Expires:



May 9, 2022

Tower Construction Agreement – CAC008 - Brawley

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

OWN	PLAN NAME	PLAN ID	SVT PLAN	WFO AND PROVIDER	LMU RECORDED	EMM	DATE LIVE PM	DATE LIVE PM
SECTION A	ECIT			INTRODU	0			
SECTION B				INTRODU	0			
SECTION C				INTRODU	0			
SECTION D					0			
SECTION E								
SECTION F								
OWN								

Section 5 - EBIT INFORMATION - final

EEC ORIGINAL PKG

Section 67 - BBU INFORMATION - existing

BBU 1		BBU 2	
BBU ID	48912		
TECHNOLOGY	UT		
BBU NAME	GALETTZ		
BBU ID#1	14476		
CELL ID / EPC	CA60722		
BBU ID#2			
4.9 DIGIT BITE ID	2727		
CONTR TOPT	NA		
CELL BITE TYPE	SECTION		
SITE TYPE	MAJOR CONVERSION		
BASE STATION TYPE	4WS		
EQUIPMENT NAME	WORTHINGTON		
DIALECTER PRIORITY	5		
EQUIPMENT VENDOR	TEKSON		
EQUIPMENT TYPE (Model)	WEN 8000440		
MARKET STATE CODE	CA		
NOE B NUMBER	2727		
REGULATORY SWITCH PRIORITY			
REGULATORY SWITCH MODEL			
REGULATORY SWITCH NAME			
REGULATORY SWITCH ADDITIONAL CATEGORIES			
UL-COMM			
CSB - CTR COMMON ID	CA60722		
CSB - SECTIONARY FUNCTION ID	CA60722		

Section 67 - BBU INFORMATION - final

BBU 1		BBU 2	
BBU ID	48912	48912	
TECHNOLOGY	UT	UT	
BBU NAME	GALETTZ	GALETTZ	CA60722
BBU ID#1	14476	14476	
CELL ID / EPC	CA60722	CA60722	
BBU ID#2			
4.9 DIGIT BITE ID	2727	2727	
CONTR TOPT	NA	NA	
CELL BITE TYPE	SECTION	SECTION	
SITE TYPE	MAJOR CONVERSION	MAJOR CONVERSION	
BASE STATION TYPE	4WS	4WS	
EQUIPMENT NAME	WORTHINGTON	WORTHINGTON	
DIALECTER PRIORITY	5	5	
EQUIPMENT VENDOR	TEKSON	TEKSON	
EQUIPMENT TYPE (Model)	WEN 8000440	WEN 8000440	
MARKET STATE CODE	CA	CA	
NOE B NUMBER	2727	2727	
REGULATORY SWITCH PRIORITY			
REGULATORY SWITCH MODEL			
REGULATORY SWITCH NAME			
REGULATORY SWITCH ADDITIONAL CATEGORIES			
UL-COMM			
CSB - CTR COMMON ID	CA60722	CA60722	
CSB - SECTIONARY FUNCTION ID	CA60722	CA60722	

EEC ORIGINAL PKG

Section 9 - Cell Number - existing

UNITID (existing/ New Station)	117 187296	118 187297	119 187298	120 187299	121 289296	122 289297	123 289298	124 289299	125 479296	126 479297	127 479298	128 479299
SECTION A CELL NUMBER	15	16	17	18	19	20	21	22	23	24	25	26
SECTION B	27	28	29	30	31	32	33	34	35	36	37	38
SECTION C	39	40	41	42	43	44	45	46	47	48	49	50
SECTION D	51	52	53	54	55	56	57	58	59	60	61	62
SECTION E	63	64	65	66	67	68	69	70	71	72	73	74
SECTION F	75	76	77	78	79	80	81	82	83	84	85	86
SECTION G	87	88	89	90	91	92	93	94	95	96	97	98
SECTION H	99	100	101	102	103	104	105	106	107	108	109	110
SECTION I	111	112	113	114	115	116	117	118	119	120	121	122
SECTION J	123	124	125	126	127	128	129	130	131	132	133	134
SECTION K	135	136	137	138	139	140	141	142	143	144	145	146
SECTION L	147	148	149	150	151	152	153	154	155	156	157	158
SECTION M	159	160	161	162	163	164	165	166	167	168	169	170
SECTION N	171	172	173	174	175	176	177	178	179	180	181	182
SECTION O	183	184	185	186	187	188	189	190	191	192	193	194
SECTION P	195	196	197	198	199	200	201	202	203	204	205	206
SECTION Q	207	208	209	210	211	212	213	214	215	216	217	218
SECTION R	219	220	221	222	223	224	225	226	227	228	229	230
SECTION S	231	232	233	234	235	236	237	238	239	240	241	242
SECTION T	243	244	245	246	247	248	249	250	251	252	253	254
SECTION U	255	256	257	258	259	260	261	262	263	264	265	266
SECTION V	267	268	269	270	271	272	273	274	275	276	277	278
SECTION W	279	280	281	282	283	284	285	286	287	288	289	290
SECTION X	291	292	293	294	295	296	297	298	299	300	301	302
SECTION Y	303	304	305	306	307	308	309	310	311	312	313	314
SECTION Z	315	316	317	318	319	320	321	322	323	324	325	326
SECTION AA	327	328	329	330	331	332	333	334	335	336	337	338
SECTION AB	339	340	341	342	343	344	345	346	347	348	349	350
SECTION AC	351	352	353	354	355	356	357	358	359	360	361	362
SECTION AD	363	364	365	366	367	368	369	370	371	372	373	374
SECTION AE	375	376	377	378	379	380	381	382	383	384	385	386
SECTION AF	387	388	389	390	391	392	393	394	395	396	397	398
SECTION AG	399	400	401	402	403	404	405	406	407	408	409	410
SECTION AH	411	412	413	414	415	416	417	418	419	420	421	422
SECTION AI	423	424	425	426	427	428	429	430	431	432	433	434
SECTION AJ	435	436	437	438	439	440	441	442	443	444	445	446
SECTION AK	447	448	449	450	451	452	453	454	455	456	457	458
SECTION AL	459	460	461	462	463	464	465	466	467	468	469	470
SECTION AM	471	472	473	474	475	476	477	478	479	480	481	482
SECTION AN	483	484	485	486	487	488	489	490	491	492	493	494
SECTION AO	495	496	497	498	499	500	501	502	503	504	505	506
SECTION AP	507	508	509	510	511	512	513	514	515	516	517	518
SECTION AQ	519	520	521	522	523	524	525	526	527	528	529	530
SECTION AR	531	532	533	534	535	536	537	538	539	540	541	542
SECTION AS	543	544	545	546	547	548	549	550	551	552	553	554
SECTION AT	555	556	557	558	559	560	561	562	563	564	565	566
SECTION AU	567	568	569	570	571	572	573	574	575	576	577	578
SECTION AV	579	580	581	582	583	584	585	586	587	588	589	590
SECTION AW	591	592	593	594	595	596	597	598	599	600	601	602
SECTION AX	603	604	605	606	607	608	609	610	611	612	613	614
SECTION AY	615	616	617	618	619	620	621	622	623	624	625	626
SECTION AZ	627	628	629	630	631	632	633	634	635	636	637	638
SECTION BA	639	640	641	642	643	644	645	646	647	648	649	650
SECTION BB	651	652	653	654	655	656	657	658	659	660	661	662
SECTION BC	663	664	665	666	667	668	669	670	671	672	673	674
SECTION BD	675	676	677	678	679	680	681	682	683	684	685	686
SECTION BE	687	688	689	690	691	692	693	694	695	696	697	698
SECTION BF	699	700	701	702	703	704	705	706	707	708	709	710
SECTION BG	711	712	713	714	715	716	717	718	719	720	721	722
SECTION BH	723	724	725	726	727	728	729	730	731	732	733	734
SECTION BI	735	736	737	738	739	740	741	742	743	744	745	746
SECTION BJ	747	748	749	750	751	752	753	754	755	756	757	758
SECTION BK	759	760	761	762	763	764	765	766	767	768	769	770
SECTION BL	771	772	773	774	775	776	777	778	779	780	781	782
SECTION BM	783	784	785	786	787	788	789	790	791	792	793	794
SECTION BN	795	796	797	798	799	800	801	802	803	804	805	806
SECTION BO	807	808	809	810	811	812	813	814	815	816	817	818
SECTION BP	819	820	821	822	823	824	825	826	827	828	829	830
SECTION BQ	831	832	833	834	835	836	837	838	839	840	841	842
SECTION BR	843	844	845	846	847	848	849	850	851	852	853	854
SECTION BS	855	856	857	858	859	860	861	862	863	864	865	866
SECTION BT	867	868	869	870	871	872	873	874	875	876	877	878
SECTION BU	879	880	881	882	883	884	885	886	887	888	889	890
SECTION BV	891	892	893	894	895	896	897	898	899	900	901	902
SECTION BV	903	904	905	906	907	908	909	910	911	912	913	914
SECTION BV	915	916	917	918	919	920	921	922	923	924	925	926
SECTION BV	927	928	929	930	931	932	933	934	935	936	937	938
SECTION BV	939	940	941	942	943	944	945	946	947	948	949	950
SECTION BV	951	952	953	954	955	956	957	958	959	960	961	962
SECTION BV	963	964	965	966	967	968	969	970	971	972	973	974
SECTION BV	975	976	977	978	979	980	981	982	983	984	985	986
SECTION BV	987	988	989	990	991	992	993	994	995	996	997	998
SECTION BV	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010
SECTION BV	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022
SECTION BV	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034
SECTION BV	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046
SECTION BV	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058
SECTION BV	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070
SECTION BV	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082
SECTION BV	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094
SECTION BV	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106
SECTION BV	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118
SECTION BV	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130
SECTION BV	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142
SECTION BV	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154
SECTION BV	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166
SECTION BV	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178
SECTION BV	1179	1180	1181									

Section 10 - CIDSAC - existing

	17 JUL 2016	17 AUG 2016	17 SEP 2016	17 OCT 2016	17 NOV 2016	17 DEC 2016	17 JAN 2017	17 FEB 2017
SECTION A - CIDSAC								
SECTION B								
SECTION C								
SECTION D								
SECTION E								
SECTION F								
Other								

Section 10 - CIDSAC - final

	17 JUL 2016	17 AUG 2016	17 SEP 2016	17 OCT 2016	17 NOV 2016	17 DEC 2016	17 JAN 2017	17 FEB 2017
SECTION A - CIDSAC								
SECTION B								
SECTION C								
SECTION D								
SECTION E								
SECTION F								
Other								

EEC ORIGINAL PKG

Section 12 - CURRENT T1 COUNTS AXILING

	INT1	INT2	INT3	INT4	INT5	INT6	INT7	INT8	INT9	INT10	INT11	INT12	INT13	INT14	INT15	INT16	INT17	INT18	INT19	INT20	
# T1	0	0																			
LINK PROFILE																					
PER COMMING																					
FRONT or ETHNICITY	Y/N	Y/N																			
T1 Base Model																					
T1 Base OTY																					
MAX/CO Base Model																					
MAX/CO Base OTY																					
BBU Base Model																					
BBU Base OTY																					
WBU Location	Yes	Yes																			
FRONT Y/N	Yes	Yes																			
DC CABLE																					
Other Dem. Bus																					
Busied From Cash																					
Busied To Cash																					

EEC ORIGINAL PKG

Section 14 - NEWPROPOSED T1 COUNTS

# T1's	UNIT LIST Column	UNIT LIST Column																		
LINK PROFILE PER CONNECTION																				
T1 Speed Model	TREATMENT	TREATMENT																		
T1 Speed QTY																				
MAXIMUM Speed Model																				
MAXIMUM Speed QTY																				
MIN Speed Model																				
MIN Speed QTY																				
PER - Location																				
FIBER NUMBER																				
DC CABLE																				
Optical Disp. Box																				
Bundled Fiber Cable																				
Bundled DC Cable																				

EEC ORIGINAL PKG

Section 15B - CURRENT TOWER CONFIGURATION - SECTOR 8

Antenna Portion 1	Antenna Portion 2	Antenna Portion 3	Antenna Portion 4	Antenna Portion 5	Antenna Portion 6	Antenna Portion 7
<p>Antenna Portion 1</p> <p>Antenna Make 1 Model: HUBBARD-DESK 1</p> <p>Antenna Version: COMPASS</p> <p>Antenna Size H x W x D: 60x18x12.8</p> <p>Antenna Weight: 20.2</p> <p>Antenna Height: 120</p> <p>Magnetic Declination: 180.05</p> <p>Antenna Trip Report: MECHANICAL CORRECTION</p> <p>Prefer Amount: 0</p>	<p>Antenna Portion 2</p> <p>Serial: 1095</p> <p>Component: COMPASS</p> <p>Serial: 1021</p> <p>Weight: 20.2</p> <p>Height: 120</p> <p>Magnetic Declination: 180.05</p>	<p>Antenna Portion 3</p> <p>Serial: 1095</p> <p>Component: COMPASS</p> <p>Serial: 1021</p> <p>Weight: 20.2</p> <p>Height: 120</p> <p>Magnetic Declination: 180.05</p>	<p>Antenna Portion 4</p> <p>Serial: 1095</p> <p>Component: COMPASS</p> <p>Serial: 1021</p> <p>Weight: 20.2</p> <p>Height: 120</p> <p>Magnetic Declination: 180.05</p>	<p>Antenna Portion 5</p> <p>Serial: 1095</p> <p>Component: COMPASS</p> <p>Serial: 1021</p> <p>Weight: 20.2</p> <p>Height: 120</p> <p>Magnetic Declination: 180.05</p>	<p>Antenna Portion 6</p> <p>Serial: 1095</p> <p>Component: COMPASS</p> <p>Serial: 1021</p> <p>Weight: 20.2</p> <p>Height: 120</p> <p>Magnetic Declination: 180.05</p>	<p>Antenna Portion 7</p> <p>Serial: 1095</p> <p>Component: COMPASS</p> <p>Serial: 1021</p> <p>Weight: 20.2</p> <p>Height: 120</p> <p>Magnetic Declination: 180.05</p>
<p>Antenna Portion 1</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>	<p>Antenna Portion 2</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>	<p>Antenna Portion 3</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>	<p>Antenna Portion 4</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>	<p>Antenna Portion 5</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>	<p>Antenna Portion 6</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>	<p>Antenna Portion 7</p> <p>Port 1: 10798 B AW 4</p> <p>Port 2: 10798 B AW 4</p>

EEC ORIGINAL PKG

Section 16A - PLANNED/PROPOSED TOWER CONFIGURATION - SECTOR A (OR OMN)
 Section 16 5A - SCOPING TOWER CONFIGURATION - SECTOR A (OR OMN)
 Section 17A - FINAL TOWER CONFIGURATION - SECTOR A (OR OMN)

Antenna Position 1	Antenna Position 2	Antenna Position 3	Antenna Position 4	Antenna Position 5	Antenna Position 6	Antenna Position 7	Antenna Position 8	Antenna Position 9																
ANTENNA MAKE / MODEL	SEMI-RIGID	SEMI-RIGID	SEMI-RIGID	SEMI-RIGID	SEMI-RIGID	SEMI-RIGID	SEMI-RIGID	SEMI-RIGID																
ANTENNA VERTICAL COMPONENT	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000																
ANTENNA HGT. IN FT. @ 100% HGT.	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00																
ANTENNA WEIGHT	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00																
ANTENNA TYPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																
MOUNTING DECLINATION	162.00	162.00	162.00	162.00	162.00	162.00	162.00	162.00																
FEEDER AMOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																
VERTICAL SEPARATION FROM ANTENNA ABOVE (FEET IN TD)																								
VERTICAL SEPARATION FROM ANTENNA BELOW (FEET IN TD)																								
HORIZONTAL SEPARATION FROM CLOSER ANTENNA TO RIGHT (CENTER LINE IS CENTER LINE OF SECTOR)																								
HORIZONTAL SEPARATION FROM CLOSER ANTENNA TO LEFT (CENTER LINE IS CENTER LINE OF SECTOR)																								
HORIZONTAL SEPARATION FROM ANOTHER ANTENNA (WHICH WITHIN 4' OF CENTER LINE)																								
WIND AMPLIFIER (BTMMODEL)																								
PARALLEL (BTMMODEL)																								
PERPENDICULAR (BTMMODEL)																								
ADDITIONAL HGT. IN FT. (BTMMODEL)																								
ADDITIONAL COMP. 1 (BTMMODEL)																								
ADDITIONAL COMP. 2 (BTMMODEL)																								
ADDITIONAL COMP. 3 (BTMMODEL)																								
LOCAL BAND NO. 1																								
LOCAL BAND NO. 2																								
LOCAL BAND NO. 3																								
PORT NUMBER	USED (MHz)	ATOLL TYP	ATOLL CELL ID	TOWER	TECHNOLOGY / PRECEDENT	ANTENNA ATOLL	ANTENNA DIM	ELECTRICAL AZIMUTH	ELECTRICAL TILT	RFI LOCATION (BTMMODEL)	POWER TYPE	FREQUENCY (MHz)	POWER (dBm)	POWER (dBm)	TEMPERATURE (F)	TEMPERATURE (C)	SEPARATION (METERS)	WINDSPEED (MPH)	WINDSPEED (MPH)	ANTENNA HGT. (FT)	ANTENNA HGT. (M)	ORNL#	ORNL#	
PORT 1	14490 A 700.4				HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 2	14490 A 100.3				HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 3	14490 A 100.4				HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 4					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 5					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 6					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 7					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 8					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 9					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 10					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 11					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 12					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 13					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 14					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 15					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 16					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 17					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 18					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 19					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 20					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 21					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 22					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 23					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 24					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 25					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 26					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 27					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 28					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 29					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										
PORT 30					HT 100	HEADSTAB	15.35	0	0	TOP	FIBER	15	15	15										

ANTENNA POSITION #		PORT 1	PORT 2	PORT 3	PORT 4	PORT 5	PORT 6	PORT 7	PORT 8	PORT 9	PORT 10	PORT 11	PORT 12	PORT 13	PORT 14	PORT 15	PORT 16	PORT 17	PORT 18	PORT 19	PORT 20
		14770 B 700.4	15770 B 700.4	16770 B 700.4	17770 B 700.4	18770 B 700.4	19770 B 700.4	20770 B 700.4	21770 B 700.4	22770 B 700.4	23770 B 700.4	24770 B 700.4	25770 B 700.4	26770 B 700.4	27770 B 700.4	28770 B 700.4	29770 B 700.4	30770 B 700.4	31770 B 700.4	32770 B 700.4	33770 B 700.4
		14770 B 700.4	15770 B 700.4	16770 B 700.4	17770 B 700.4	18770 B 700.4	19770 B 700.4	20770 B 700.4	21770 B 700.4	22770 B 700.4	23770 B 700.4	24770 B 700.4	25770 B 700.4	26770 B 700.4	27770 B 700.4	28770 B 700.4	29770 B 700.4	30770 B 700.4	31770 B 700.4	32770 B 700.4	33770 B 700.4
		14770 B 700.4	15770 B 700.4	16770 B 700.4	17770 B 700.4	18770 B 700.4	19770 B 700.4	20770 B 700.4	21770 B 700.4	22770 B 700.4	23770 B 700.4	24770 B 700.4	25770 B 700.4	26770 B 700.4	27770 B 700.4	28770 B 700.4	29770 B 700.4	30770 B 700.4	31770 B 700.4	32770 B 700.4	33770 B 700.4

EEC ORIGINAL PKG

METALS CONTINUED

- G. GROUP: NON-SHRINK TYPE, PREPARED COMPOUND CONSISTING OF NOMINALLY AGGREGATE, CEMENT, WATER REDUCING AND PLASTER ADHESIVE, WITH 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
- 2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.
- 3. FINISH: PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-10 TO SP-10 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 FRAMING MEMBERS AND BRACING.
 - 2. NO UNAUTHORIZED WELDING SHALL BE PERFORMED ON OR ON THE STRUCTURAL STEEL. WELDING SHALL BE PERFORMED BY WELDERS QUALIFIED TO THE SOCIETY OF WELDING (AWS) D11.1 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
 - 3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT/ENGINEER.
 - 4. ARCHITECT/ENGINEER 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:

- 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 ATKINWHELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
 - C. THE ATKINWHELESS 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 ACI 117-90.
 - 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 ATKINWHELESS CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN THE FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BULLETIN DRAWINGS FOR REINFORCING STEEL.

PART 2 - PRODUCTS

- 1. REINFORCEMENT MATERIALS:
 - A. REINFORCEMENT STEEL: ASTM A615, 60KSI YIELD GRADE REINFORCING STEEL, RIBS, FLAT 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 BETWEEN OR BETWEEN REINFORCING.
 - C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.
 - D. AIR ENTRAINING ADJUVANT: ASTM C280.
 - 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 PLASTERING 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, A11, 3.
 - C. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL AND/OR AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 19 SHALL BE SATISFIED BASED ON THE COMPREHENSIVE STRENGTH OF THE CONCRETE AS FOLLOWS:
 - 1. SLUMP : 3 INCHES.
 - 2. SLUMP : 3 INCHES.

EXECUTION:

- 1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS:
 - A. THE CONTRACTOR SHALL CORRODATE AND GROSS 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. CORRODATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.
 - D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL, AND 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 CONTAMINANTS.
 - 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.

3. PLACING CONCRETE

- A. VIBRATE ALL CONCRETE.
- B. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WHEN POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.
- 4. CURING:
 - A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURITY 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.
- 5. 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 GOOD WEATHER PERIOD 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.
 - D. DEFECTIVE CONCRETE:
 - 1. MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE ATKINWHELESS CONSTRUCTION MANAGER.

GENERAL ELECTRICAL NOTES:

- 1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH ATKINWHELESS SPECIFICATIONS.
- 2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE OPENING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION OF THE ELECTRICAL SYSTEM. A WRITTEN REPORT OF THE ENGINEER LISTING ALL MATERIALS, FABRIC 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 MATERIAL LISTING AND ARRANGEMENT REFER TO VENDOR PRINTS.
- 7. PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
- 8. PROVIDE ATKINWHELESS 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 LETTER CONNECTION DEVICES MUST INCLUDE HORN TYPE BY-PASS PROVISION SO THAT SERVICES WILL NOT BE INTERRUPTED WHEN A WIRE IS REMOVED FROM THE SOCKET.
- 10. ALL EQUIPMENT PANELS, OUTS AND CONDUITS (USED AND SPARE) TO BE ROENT PROTECTED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.
- 11. NO SPOLS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.
- 12. CONTRACTOR TO PROVIDE 2 PENDING LABELS AT WETTER ONE TO IDENTIFY ATKINWHELESS DISCONNECT AND THE OTHER TO GIVE THE SITE ADDRESS.
- 13. ALL CONTRACTOR FINISHED 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

DESIGN BY:	AM
CHECKED BY:	RAM

NO.	DATE	DESCRIPTION
1	08/22/22	PRELIMINARY
2	10/02/23	FOR REVIEW

"I HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA."

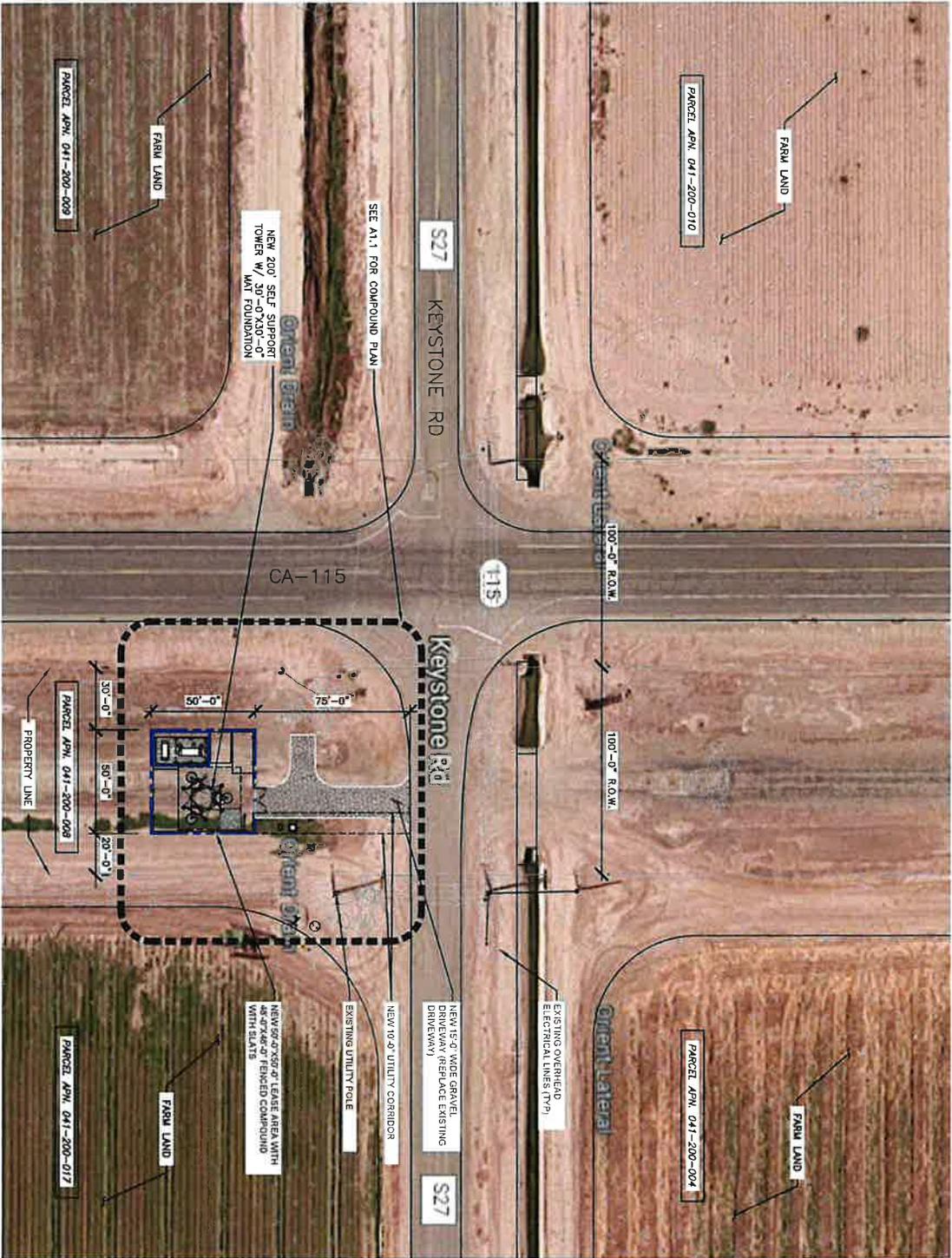
SITE NAME:
BRAWLEY
SITE ADDRESS:
3574 CA-115
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP3



OVERALL SITE PLAN

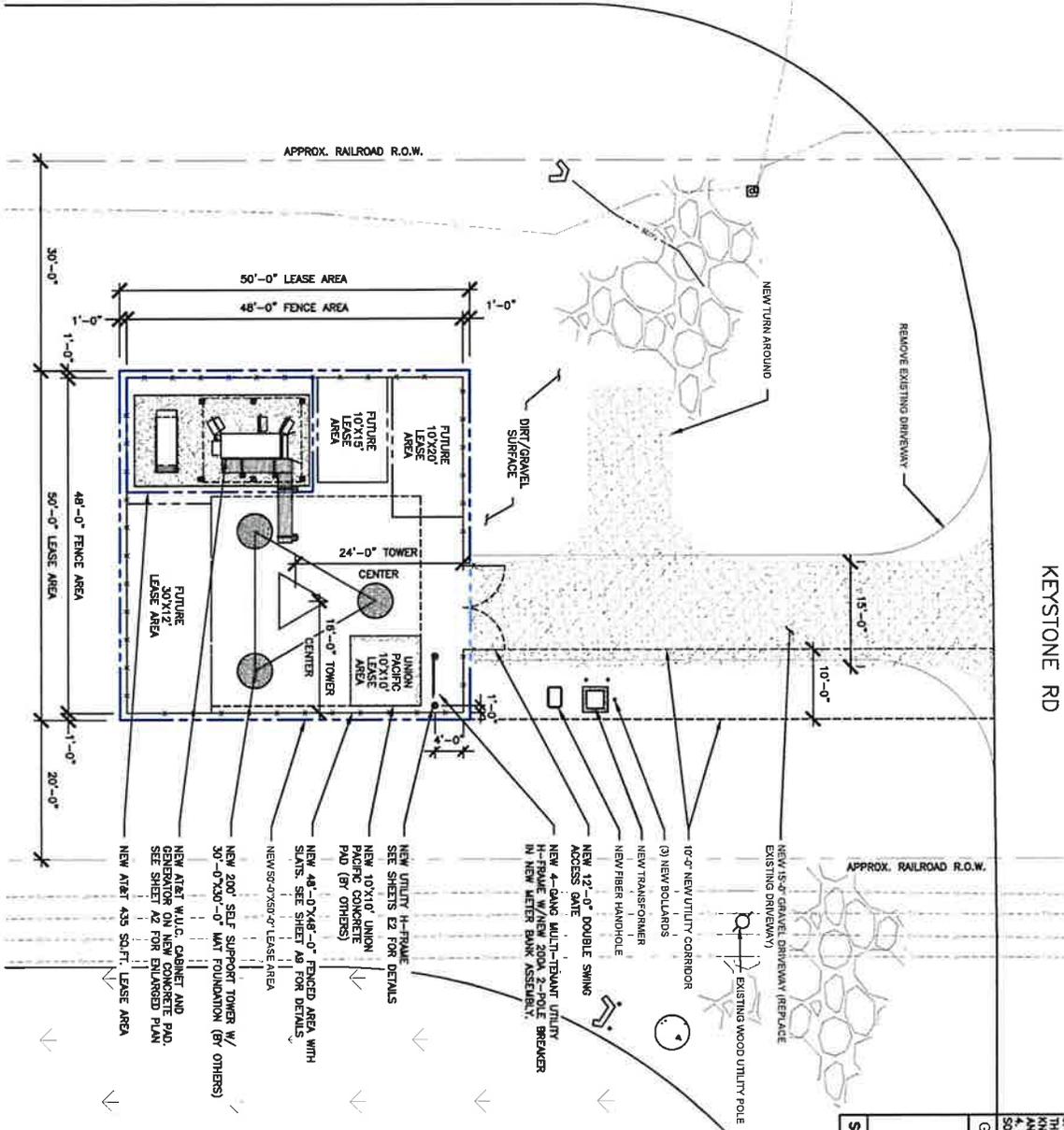


1

 CITY SWITCH	 AT&T	 LCC TELECOM SERVICES	 WESTCHESTER SERVICES LLC <small>504 RIVE GLEN ROAD BURLINGTON, MA 01803 FAX: 978-277-0080 www.westchesterservices.com</small>
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION			
DRAWN BY: NSJ	CHECKED BY: RSM	REVISIONS:	THESE DRAWINGS AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF WESTCHESTER SERVICES LLC. ANY REUSE OR DISSEMINATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES LLC IS STRICTLY PROHIBITED.
SHEET NUMBER A1	SITE NAME: BRAVILEY SITE ADDRESS: 3574 CA-115 BRAVILEY, CA 92227 IMPERIAL COUNTY	SHEET TITLE OVERALL SITE PLAN	SHEET NUMBER A1

COMPOUND PLAN

CA-115



KEYSTONE RD

1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL UNLESS OTHERWISE NOTED.
2. ALL EXISTING RECORDED EASEMENTS ARE INDICATED ON THIS DRAWING TO THE BEST OF THE ARCHITECT'S KNOWLEDGE PER VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM Aerial PHOTOGRAPHS AND AERIAL PHOTOGRAPHS. THE ARCHITECT HAS NO CONTROL AND SOIL STABILIZATION METHODS IF NECESSARY.

GENERAL NOTES

3

LOCATION: EAST OF TOWER
 95.3'
 LATITUDE: 32° 54' 58.35" N (32.916208°)
 LONGITUDE: 115° 24' 21.16" W (-115.405877°)

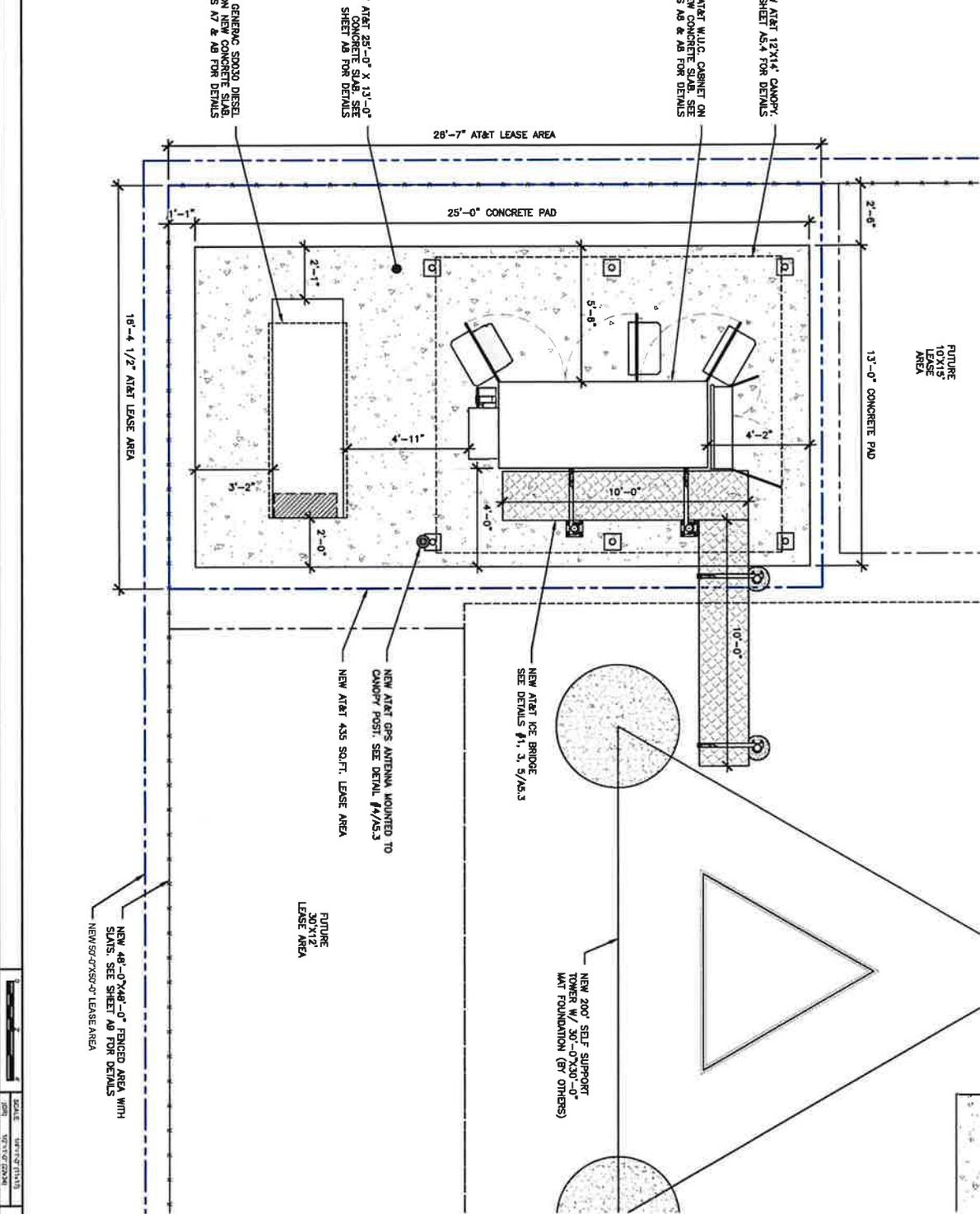
HORIZONTAL DATUM: NAD83
 VERTICAL DATUM: NAVD83

SURVEY BENCHMARK/PROJECT DATUM 2



				<p>PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION</p> <p>DRAWN BY: <u> </u> MSJ</p> <p>CHECKED BY: <u> </u> MSJ</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>06/22/23</td> <td>PRELIMINARY</td> </tr> <tr> <td>2</td> <td>10/02/23</td> <td>FOR REVIEW</td> </tr> </tbody> </table> <p style="font-size: small;">* 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.</p>	REV	DATE	DESCRIPTION	1	06/22/23	PRELIMINARY	2	10/02/23	FOR REVIEW
REV	DATE	DESCRIPTION											
1	06/22/23	PRELIMINARY											
2	10/02/23	FOR REVIEW											
<p>SHEET TITLE COMPOUND PLAN & LEGEND</p> <p>SHEET NUMBER A1.1</p>	<p>SITE NAME: BRAVLEY SITE ADDRESS: 3574 CA-115 BRAVLEY, CA 92227 IMPERIAL COUNTY</p>												

EQUIPMENT PLAN



1

SHEET NUMBER
A2

EQUIPMENT PLAN

SITE NAME:
BRAWLEY
SITE ADDRESS:
3574 CA-115
BRAWLEY, CA 92227
IMPERIAL COUNTY

THESE BY 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.

NO.	DATE	DESCRIPTION
1	02/22	PRELIMINARY
2	10/22	FOR REVIEW

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

WESTCHESTER SERVICES, LLC
148 BAYVIEW DRIVE
TELEPHONE: 817.277.0819
FAX: 1.817.277.0800
www.westchesterservices.com

CITY SWITCH
AT&T
L3C
TELECOM SERVICES

EE ORIGINAL PKG

- CONTRACTOR IS TO REFER TO ATR'S MOST CURRENT DATA SHEET (RFP'S) PRIOR TO CONSTRUCTION.
- CABLE LENGTHS WERE DETERMINED BASED ON THE LENGTH DRAWING PER CONSTRUCTION WALL. CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR EQUIVALENT APPROVED EQUAL).

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 TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BPS OR TRANSMITTER BUILDING CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.
3	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
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.

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 TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BPS OR TRANSMITTER BUILDING CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.
3	ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.
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 BANDS-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, PURPLE, AND WHITE. THE BANDS SHOULD BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO SITE. ALL TAPE SHALL BE INSTALLED USING A MINIMUM OF (3) THREE INCHES OF TAPE AND SHALL BE NEATLY WRAPPED AND SMOOTHED OUT SO AS TO AVOID UNWELDING.
- USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON CABLE COLOR CHART.
- WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE EVENT OF A SCHEME OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
- ALL COLOR BANDS INSTALLED AT THE TOP OF THE SHELTER SHALL BE A MINIMUM OF 3" WIDE AND BETWEEN EACH COIL.
- ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN VENTILY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
- IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

NEW ANTENNA CONFIGURATION AND CABLE SCHEDULE BASED ON RFD'S DATES 09/28/22

SECTOR	POS	TECH	ANTENNA	ANTENNA \$ HEIGHT	AZ	DUU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	LTE	COMMSCOPE NNH4-B5C-R8H4 (N)	125'-0"	0°	(1) ERICSSON 4449 B5/B12 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	-	195'-0° AGL	-	-	-	-	-
	3	5G CBAND	ERICSSON AIR6449 B77D (N)	-	0°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	4	UMTS 700	COMMSCOPE NNH4-B5C-R8H4 (N)	-	0°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
B	1	UMTS 700	COMMSCOPE NNH4-B5C-R8H4 (N)	-	120°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	5G CBAND	ERICSSON AIR6449 B77D (N)	-	120°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	3	-	-	-	195'-0° AGL	-	-	-	-	-
	4	LTE	COMMSCOPE NNH4-B5C-R8H4 (N)	-	120°	(1) ERICSSON 4449 B5/B12 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
C	1	UMTS 700	COMMSCOPE NNH4-B5C-R8H4 (N)	-	240°	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	-	195'-0° AGL	-	-	-	-	-
	3	5G CBAND	ERICSSON AIR6449 B77D (N)	-	240°	(1) ERICSSON 4449 B5/B12 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	4	LTE	COMMSCOPE NNH4-B5C-R8H4 (N)	-	240°	(1) ERICSSON 4449 B5/B12 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0

TECH	ANTENNA	ANTENNA \$ HEIGHT	AZ	DUU	CABLE TYPE	CABLE LENGTH	DOWN TILTS
6'	(MODEL T.B.D.) (N)	125'-0"	253.217	(2) NOKIA UBT-T (N)	(2) FIBER IN 1) 1-1/4" INNERDUCT (N) (2) LMR 400 COAX (N)	175'	0

* INCLUDES SAFETY FACTOR OF 20 FT (10 FT AT BOTH ENDS OF CABLE RUN). CONTRACTOR TO VERIFY RF DATA WITH ATR WHEREAS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION.

ANTENNA & CABLING INFO.

SCALE	DATE	NO.
SCALE	DATE	NO.
SCALE	DATE	NO.

SCHEDULE & CABLE NOTES

SHEET TITLE: SCHEDULE & CABLE NOTES

SHEET NUMBER: A4

SITE NAME: BRAVLEY

SITE ADDRESS: 3574 CA-115 BRAVLEY, CA 92227 IMPERIAL COUNTY

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

CHECKED BY: [Signature]

DATE: 09/23/22

DESCRIPTION: PRELIMINARY FOR REVIEW

SCHEDULE

TECH	ANTENNA	ANTENNA \$ HEIGHT	AZ	DUU	CABLE TYPE	CABLE LENGTH	DOWN TILTS
6'	(MODEL T.B.D.) (N)	125'-0"	253.217	(2) NOKIA UBT-T (N)	(2) FIBER IN 1) 1-1/4" INNERDUCT (N) (2) LMR 400 COAX (N)	175'	0

Site Fiber Color Code Chart

Sector	Fiber Color Pair	Tape Band Color	Function
Sector A	1	Red	LTE-700-A-80H-4A
	2	Green	LTE-700-A-80H-4B
	3	Blue	LTE/UMTS-850/1900-A-19H-A3
	4	Yellow	Sector A Spare
Sector B	5	Blue	LTE-700-B-80H-B1
	6	Green	LTE-AWS-18-80H-B2
	7	Yellow	LTE/UMTS-850/1900-B-19H-B3
Sector C	8	Green	Sector B Spare
	9	Blue	LTE-700-C-80H-C1
	10	Yellow	LTE-AWS-C-80H-C2
11	Green	LTE/UMTS-850/1900-C-19H-C3	
12	Yellow	Sector C Spare	

Legend: = No Tape Band

DC9 MOUNT DETAIL	SCALE N.T.S.	7	DC9-48-80-24-8C-EV DETAIL	SCALE N.T.S.	5	ANTENNA DETAIL	SCALE N.T.S.	3	ANTENNA DETAIL	SCALE N.T.S.	1		
				<p>NOT USED</p>									

CITY SWITCH

AT&T

LCC TELECOM SERVICES

WESTCHESTER SERVICES, LLC

CONTRACT NO. 04000000000000000000
 14500 WILSON BLVD
 TELEPHONIA, CA 91775-4000
 FAX: 949.277.0800
 www.westchester-services.com

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DRAWN BY: N/A

CHECKED BY: N/A

REV	DATE	DESCRIPTION
1	08/22/23	PRELIMINARY
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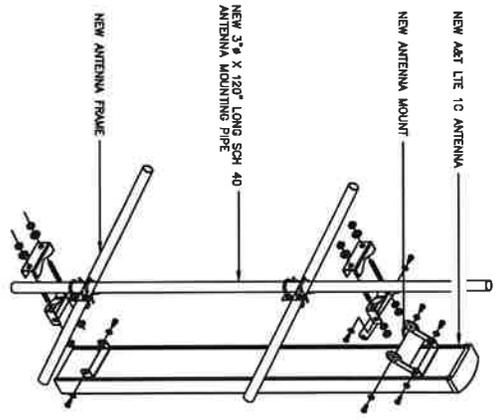
SHEET TITLE
ANTENNA, RRUS & RAYCAP DETAILS

SHEET NUMBER
A5

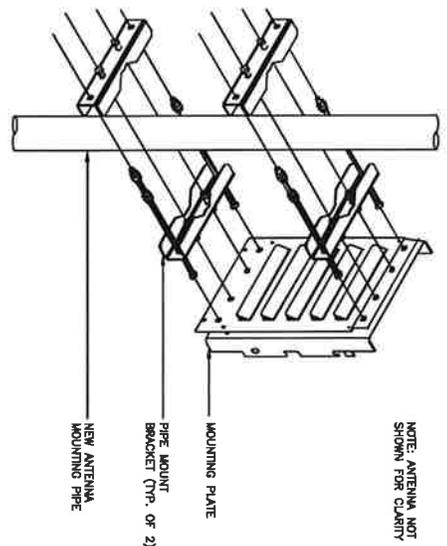
SITE NAME:
 BRAWLEY

SITE ADDRESS:
 3574 CA-115
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

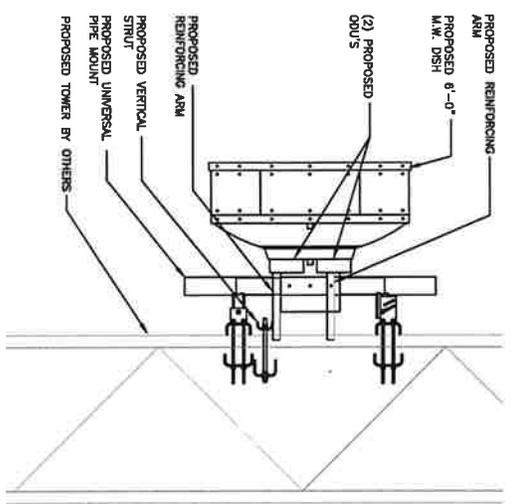
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TYPICAL ANTENNA MOUNT DETAIL SCALE: 4



TYPICAL RU MOUNTING DETAIL SCALE: 2



TYPICAL MICROWAVE ANTENNA MOUNTING DETAIL SCALE: 3

UBT-T

- Macro cell backhaul (access and hub)
- Split-mount or standalone configuration

Physical

255 mm x 250 mm x 86 mm (9.8 in. x 9.8 in. x 4.2 in.)

Interfaces

- 1 x DC port
- Three GE ports:
 - 1 x 100/1000 Base T RJ45 PoE and 2 x 1/2.5/10 Gbit Optical SFP)
 - 1 XPC/MIMO port
- 100x1000 Base T RJ45 used as default management port or as user port

Radio

- Dual carrier in one box
- wideband radio capability
- 6 to 42 GHz (FDD)
- 2.5 Gb/s standard (1.5Gb/s per carrier)
- Support for packet compression
- Channels: 7 x 7-120 MHz
- 4 QAM to 4,096 QAM
- 6.1 Kg
- -48 V (-30V to -57V)
- PoE
- 80 W (dual carrier 2+0)



ODU DETAILS SCALE: 1

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, INC.
 1000 YOUNG BLVD
 LAS ANIMAS, CA 94540
 TELEPHONE: 925.277.0080
 FAX: 925.277.0080
 WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: MM
 CHECKED BY: RSM
 REV. DATE DESCRIPTION
 1 09/22/03 PRELIMINARY
 2 10/02/03 FOR REVIEW

SHEET TITLE: DETAILS

SHEET NUMBER: A5.1

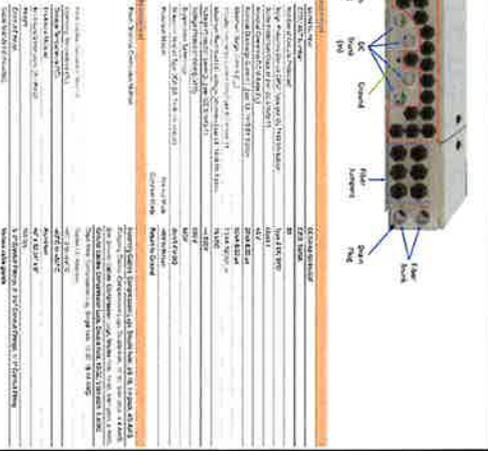
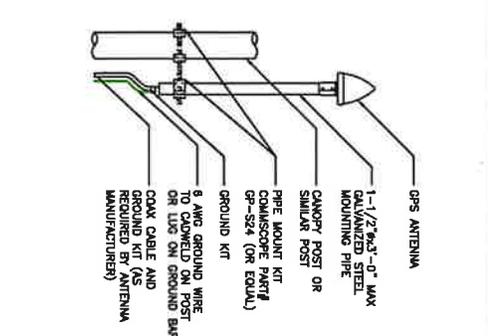
SITE NAME: BRAVLEY
 SITE ADDRESS: 3574 CA-115 BRAVLEY, CA 92227 IMPERIAL COUNTY

* HIGHWAY CENTER THAT THESE PLANS WERE PREPARED BY AND ALL UNDER ANY CONTRACT AGREEMENT SHALL BE THE PROPERTY OF THE STATE OF CALIFORNIA

SABRE # C20128021DP



ITEM NO.	DESCRIPTION	QTY.	REMARKS
1	2X4x8x16	1	4x8x16 LBS
2	2X4x8x16	1	4x8x16 LBS
3	2X4x8x16	1	4x8x16 LBS
4	2X4x8x16	1	4x8x16 LBS
5	2X4x8x16	1	4x8x16 LBS
6	2X4x8x16	1	4x8x16 LBS
7	2X4x8x16	1	4x8x16 LBS
8	2X4x8x16	1	4x8x16 LBS
9	2X4x8x16	1	4x8x16 LBS
10	2X4x8x16	1	4x8x16 LBS



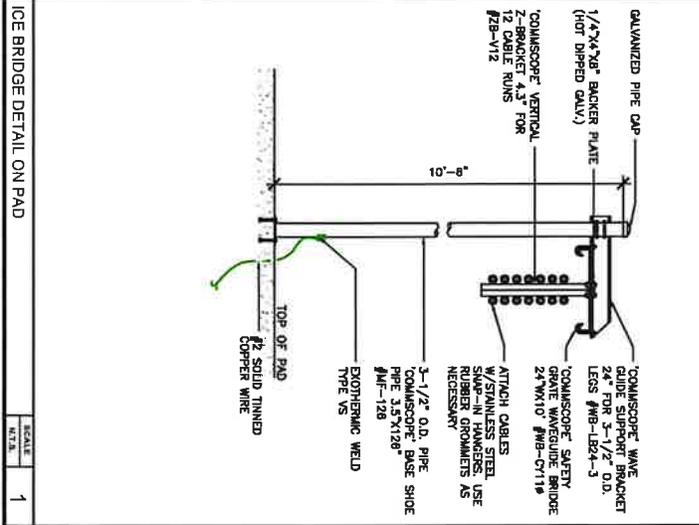
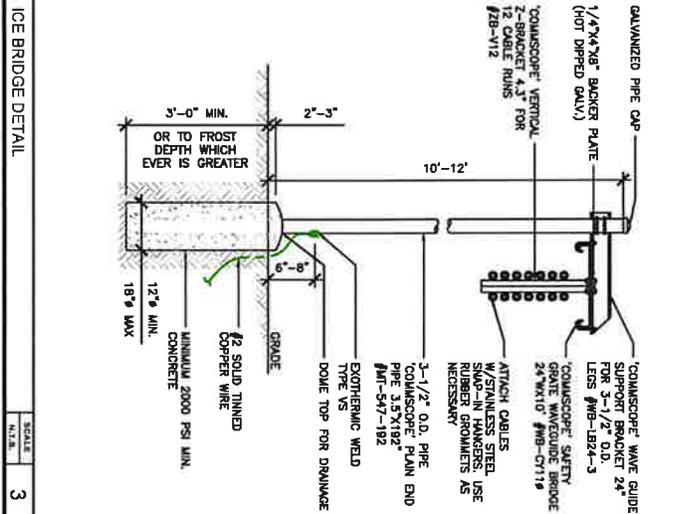
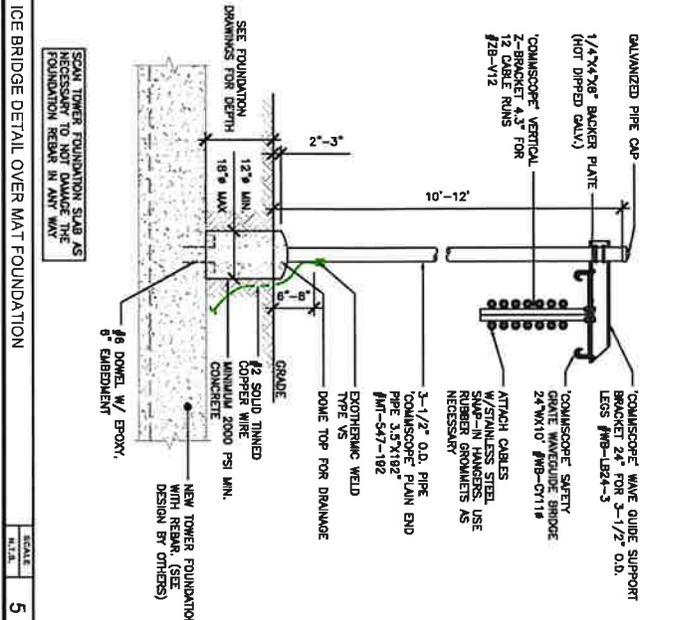
CITY SWITCH
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LCC TELECOM SERVICES
WESTCHESTER SERVICES, LLC
1801 MAIN GLEN
TELEPHONE: 817-277-6070
FAX: 817-277-1000
www.westchester-services.com

CABLE LADDER DETAIL

GPS ANTENNA DETAIL

DC60-48-60-96-SDP DETAIL

ICE BRIDGE DETAIL ON PAD



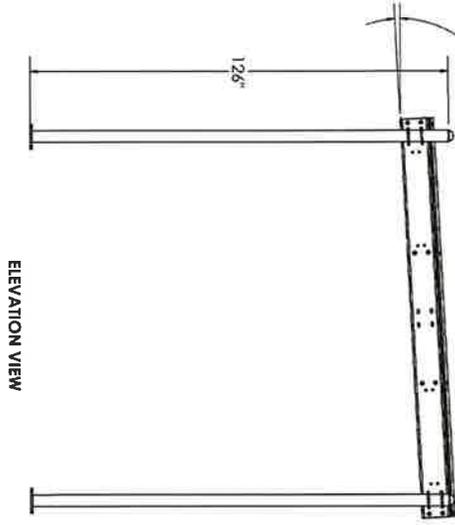
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

CHECKED BY: [Signature]
DATE: 08/22/23
DESCRIPTION: PRELIMINARY
FOR REVIEW

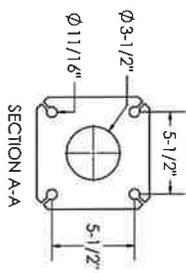
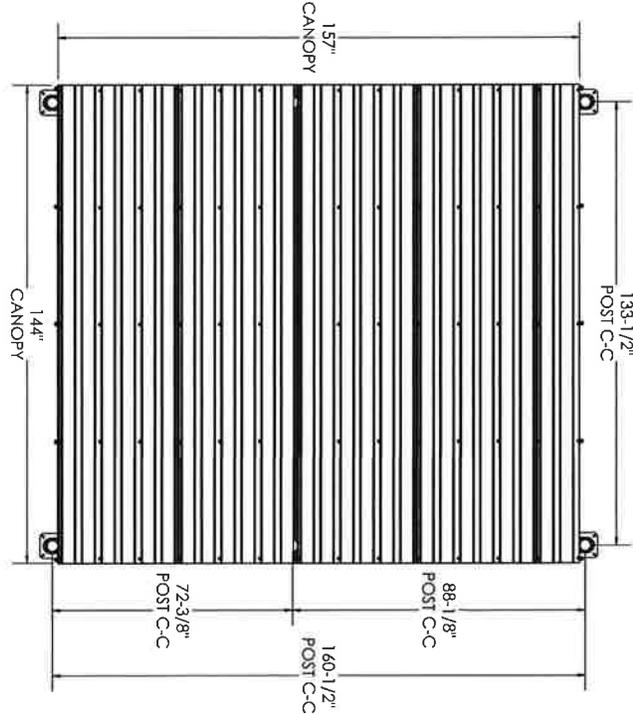
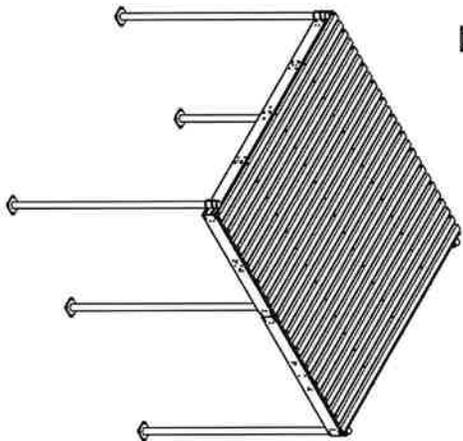
SHEET NUMBER: **A5.3**

SITE NAME: BRAWLEY
SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY

RECOMMENDED ROOF SLOPE
3° - 10°



ELEVATION VIEW



PV-WC1214-B

6-POST WEATHER CANOPY BASE KIT

WEIGHT: 1904 LBS
BASE ANCHORS AND FOUNDATION NOT INCLUDED

SEE DRAWING WCEG-ENG-01 FOR ADDITIONAL DETAILS

CANOPY DETAILS

PROJECT	1 OF 1	SCALE	1:36	CATEGORY	07 Platforms & Canopies	REV	4
DATE	12/6/2021	TYPE	PV-WC	DESIGNED BY	DJN	REV	3
DIMENSIONS ARE IN INCHES				STATUS	APPROVED	REV	2
TOLERANCES UNLESS OTHERWISE SPECIFIED				DATE	12/21	REV	1
ANGULAR PROFILE ± 1/4° BEND ± 2°				DESCRIPTION	WEATHER CANOPY	REV	0
ALL OTHERS ± 1/16°				PROJECT NUMBER	WC1214-ENG-00	REV	0



SCALE 1/8" = 1'



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

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CHECKED BY:	MM	
REV	DATE	DESCRIPTION
A	08/22	PRELIMINARY
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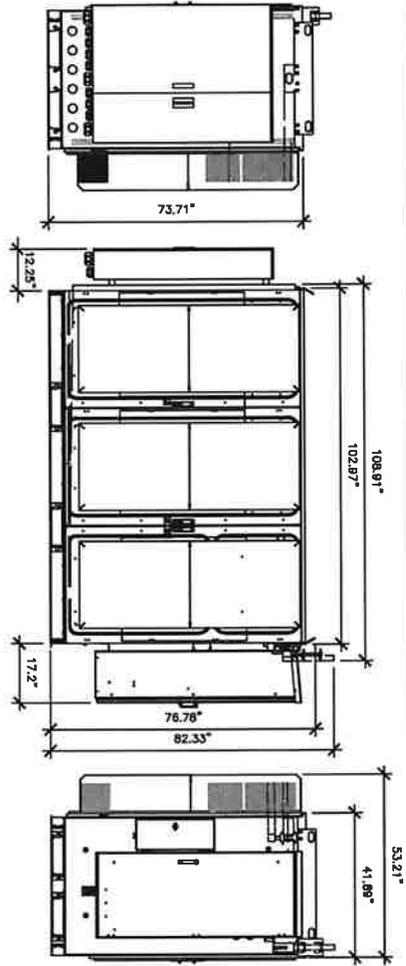
* I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
BRAWLEY
SITE ADDRESS:
3574 CA-115
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
CANOPY DETAILS

SHEET NUMBER
A5.4

SEE ORIGINAL PKG

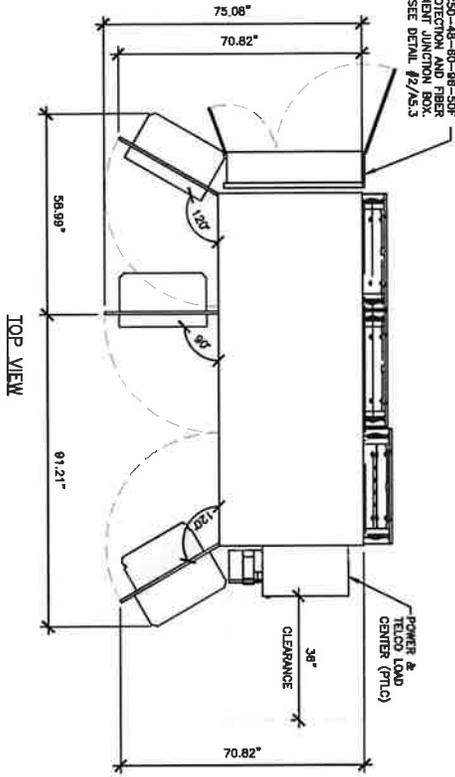


LEFT VIEW

FRONT VIEW

RIGHT VIEW

RANGE DCSO-48-80-86-SBR
3-PORT PROTECTION AND
MANAGEMENT JUNCTION BOX
SEE DETAIL #2/AS.3



TOP VIEW

SPECIFICATIONS:

VENDOR: VERTU 3-BAY ENCLOSURE

MODEL #: F2020030

DIMENSIONS (HxWxD): 82.33" x 102.97" x 53.21"

WEIGHT: SHIPPING: 1,842 lbs
LIFT: 2,444 lbs
ON PAD: 4,442 lbs (Incl. BATTERIES & 1,200 lbs CUSTOMER EQUIP)

LIFT: COOL WHITE

WALK UP CABINET (W.U.C.) DETAIL

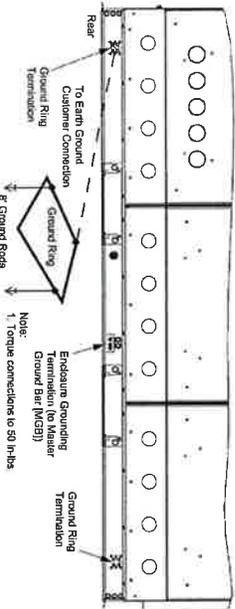
NO SCALE

2

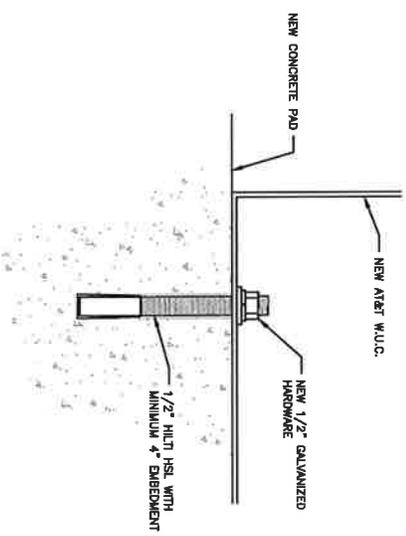
CABINET GROUNDING DETAILS

NO SCALE

External Grounding: All the center rear of the enclosure's mounting points is a grounding location that provides 306-18 inch long mounting points for external grounding. This is used to provide a connection from the mounting points to the MGB. Also provided on the rear of the enclosure's mounting points, at each end, are ground pad termination points that provide 306-18 inch threaded holes for installation of customer provided two-hole lugs with 3/8-inch mounting holes on 1-inch spacing.



Note:
1. Torque connections to 50 in-lbs



ANCHOR DETAIL

NO SCALE

1



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	08/20/22	PRELIMINARY
B	10/02/22	FOR REVIEW

CHECKED BY:	DATE:

1. THESE DRAWINGS HAVE BEEN PREPARED BY THE ARCHITECT AND THE ARCHITECT ASSUMES RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

SITE NAME:
BRAWLEY
SITE ADDRESS:
3574 CA-115
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
WALK-UP
CABINET DETAILS

SHEET NUMBER:
A6

SEE ORIGINAL PKG

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

GENERAC | INDUSTRIAL
 FORT MYERS, FL

Standby Power Rating
 30 kW, 38 kVA, 60 Hz

Prime Power Rating*
 27 kW, 34 kVA, 60 Hz



Image used for Marketing Purposes Only



*The Generator Engine is not covered by the ISO 9001 Certification

Codes and Standards

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

- UL 2200, UL6200, UL1236, UL489, UL142
- CSA C22.2, ULC S601
- BS6514 and DIN 6271
- SAE J1349
- NFPA 37, 70, 99, 110
- NECT00, 701, 702, 708
- ISO 3046, 7637, 9528, 9001
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C82.41

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

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

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

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

GENERAC | INDUSTRIAL
 FORT MYERS, FL

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General	Configuration
Rated Power Output	30 kW/38 kW
EPA Emissions Reference	5-5 Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement - in ³ (L)	135 (2.22)
Bore - in (mm)	3.3 (84)
Stroke - in (mm)	3.9 (100)
Generator Ratio	23:1
Chiller Head	Cast Iron
Insulation Type	Aluminum Foil
Engine Governing	Electronic Inverterless
Generator Frequency (Nominal Output Speed)	±0.5%
Lubrication System	Oil Bath
Oil Pump Type	Field-Driven
Oil Filter Type	Field-Driven
Generator Phase #	1 (2, 10, 6)

Control System	Control System Type
Control System Type	Open Thermocouple
Rated Power Output	30 kW
Rated Voltage	208V
Rated Frequency	60 Hz
Rated Phase	1
Rated Current	70 A
Rated Power Factor	0.8
Rated Efficiency	85%
Rated Output	30 kW
Rated Voltage	208V
Rated Frequency	60 Hz
Rated Phase	1
Rated Current	70 A
Rated Power Factor	0.8
Rated Efficiency	85%

ALTERNATOR SPECIFICATIONS

Standard Model	Model
Rated Power Output	30 kW
Rated Voltage	208V
Rated Frequency	60 Hz
Rated Phase	1
Rated Current	70 A
Rated Power Factor	0.8
Rated Efficiency	85%
Rated Output	30 kW
Rated Voltage	208V
Rated Frequency	60 Hz
Rated Phase	1
Rated Current	70 A
Rated Power Factor	0.8
Rated Efficiency	85%

148 SPEC SHEET

148 SPEC SHEET

GENERATOR DETAILS

NO SCALE 1

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: **MM**

CHECKED BY: **RSM**

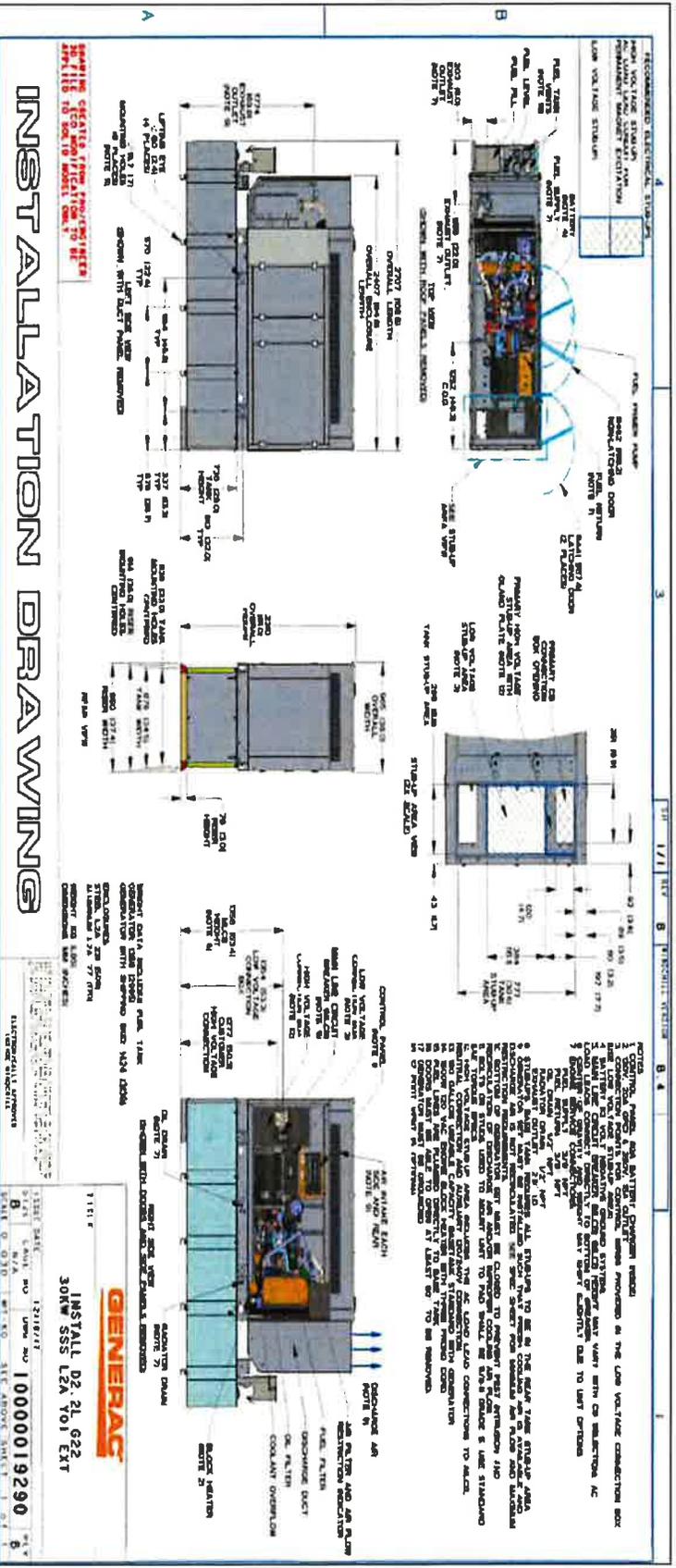
REV	DATE	DESCRIPTION
A	06/20/23	PRELIMINARY
B	10/02/23	FOR REVIEW

SITE NAME: BRAWLEY
SITE ADDRESS: 3574 CA-115
 BRAWLEY CA 92227
 IMPERIAL COUNTY

SHEET TITLE: GENERATOR DETAILS
SHEET NUMBER: A7

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GENERATOR DETAILS



INSTALLATION DRAWING

GENERAC
 INSTALL D2-2L-622
 30kW SSS L2A Y01 EXT
 10000019290

NO SCALE 1

CITY SWITCH
AT&T
TELECOM SERVICES
WESTCHESTER
 601 FIVE CREEKS
 HANOVER, PA 17033
 TEL: 717-533-1000
 FAX: 717-533-1000
 WWW.WESTCHESTERTELECOM.COM

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 CHECKED BY: NML

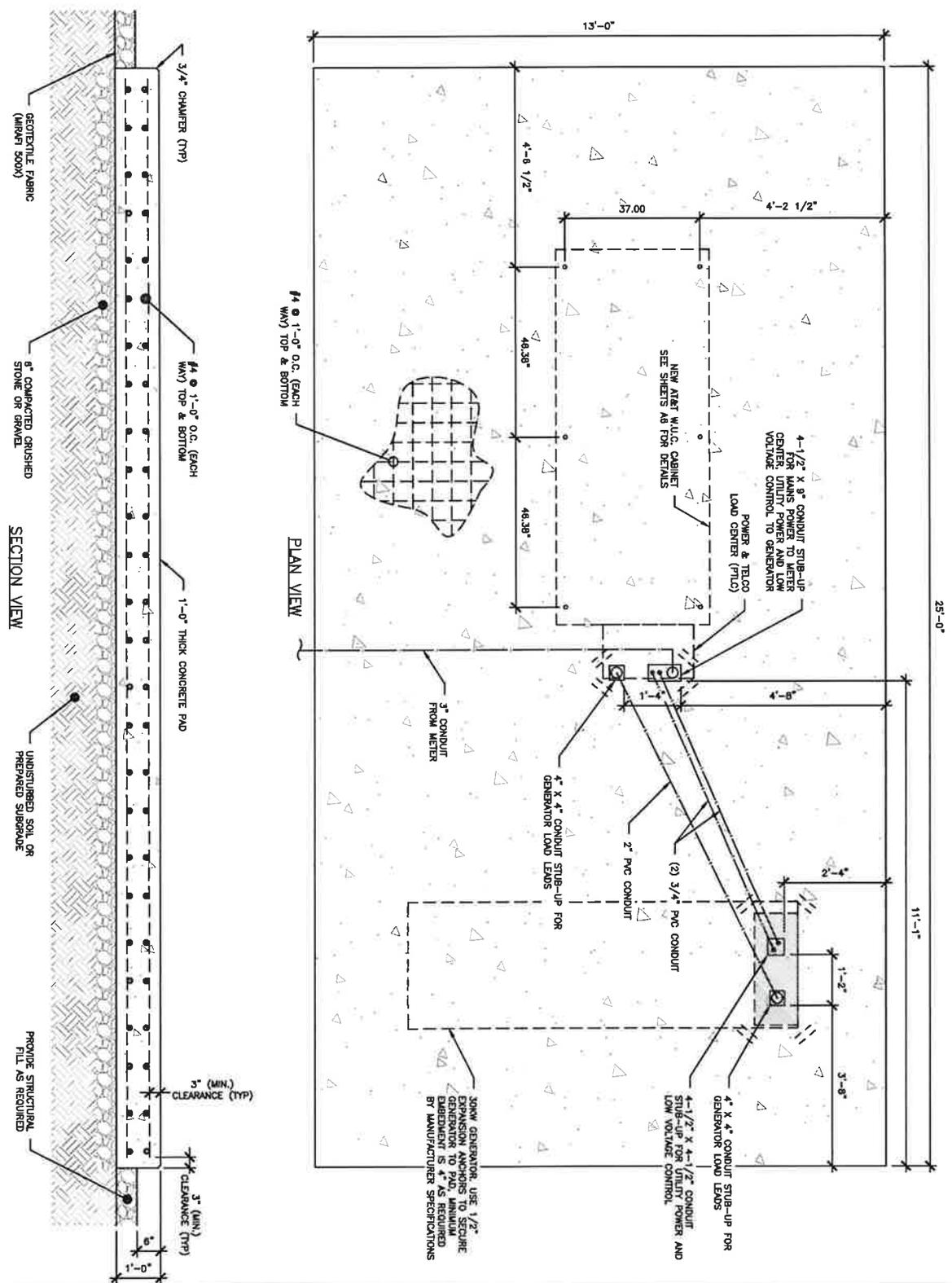
NO.	DATE	DESCRIPTION
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SHEET TITLE: **GENERATOR DETAILS**
 SHEET NUMBER: **A7.2**

SITE NAME: **BRAWLEY**
 SITE ADDRESS: **3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY**

GENERATOR DETAIL



SCALE 1/4" = 1'

SHEET NUMBER
A8

CONCRETE PAD DETAILS

SHEET TITLE

SITE NAME:
BRAVLEY
SITE ADDRESS:
3574 CA-115
BRAVLEY, CA 92227
IMPERIAL COUNTY

NO.	DATE	DESCRIPTION
1	06/22/23	PRELIMINARY
2	10/02/23	FOR REVIEW

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

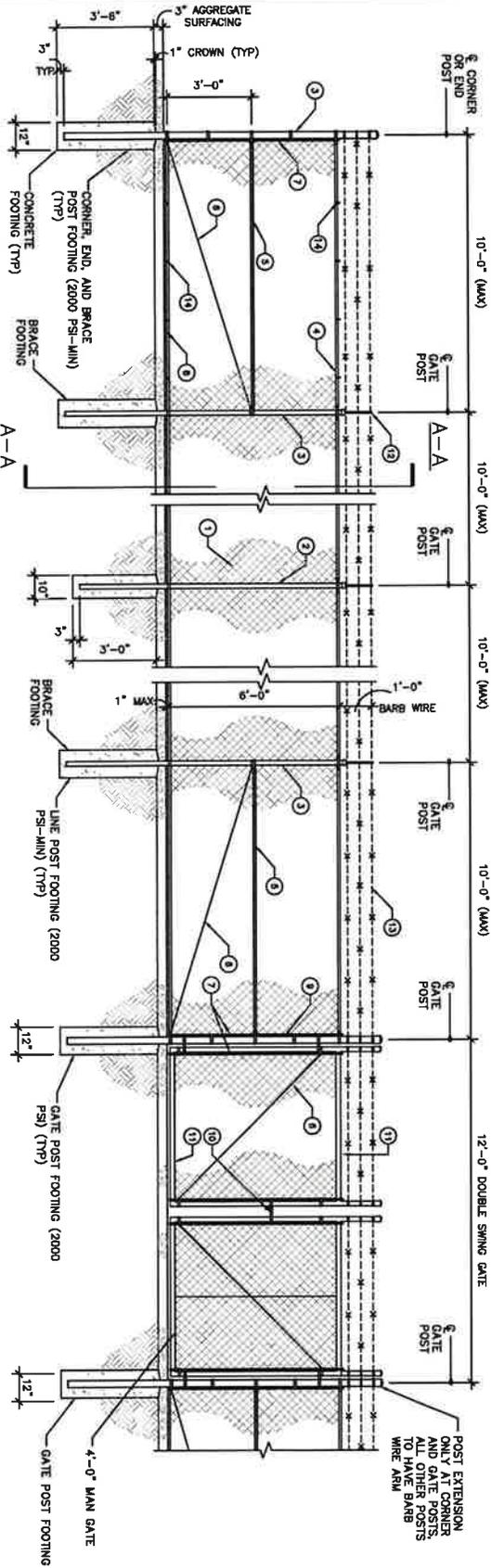
DRAWN BY: NIN

CHECKED BY: NSM

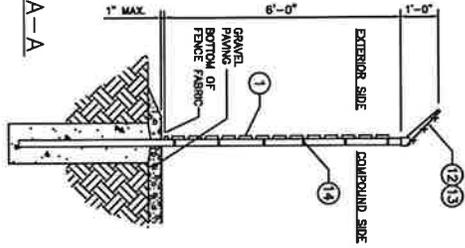
FOR RICK ELLIS
WESTCHESTER
SERVICES, LLC
34850 STATE ROUTE 1018
TELEPHONE: 941 277-0000
FAX: 941 277-0680
info@westchesterservices.com



CHAIN LINK FENCE DETAILS



SECTION A-A



MATERIAL DESCRIPTION

- 1 CHAIN LINK RESIDENTIAL FABRIC: 1 1/2 GAUGE, 2-1/4\"/>

NO SCALE 1

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES INC.
 TELEPHONE #87 273 0077
 WASHINGTON, D. 20010
 #0@westchesterservices.com

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	08/23/23	PRELIMINARY
B	10/02/23	FOR REVIEW

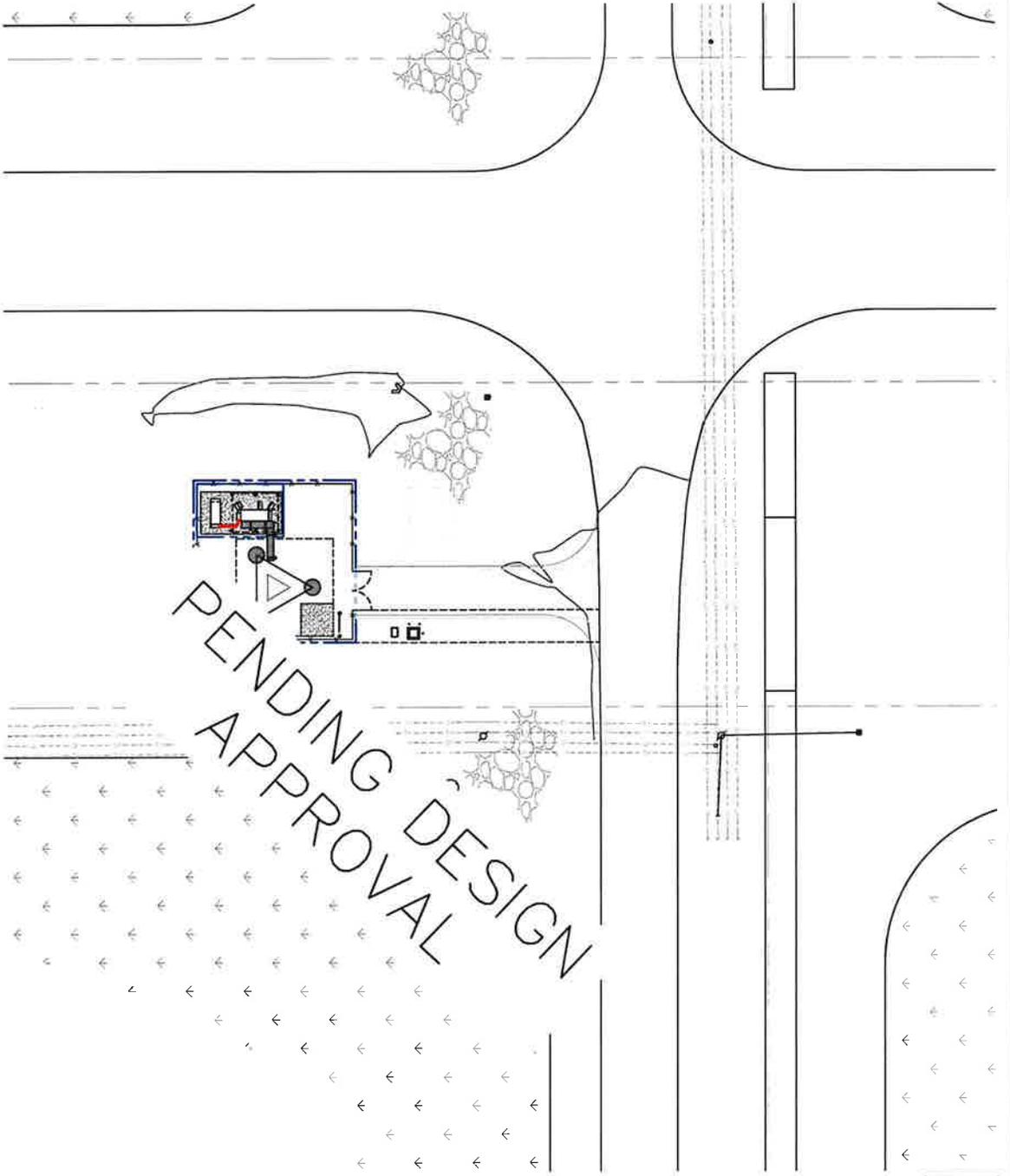
THESEY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED AND DRAWN TO THE BEST OF OUR KNOWLEDGE AND BELIEF AND THAT WE ARE A QUALIFIED ENGINEER REGISTERED UNDER THE ENGINEERING ACT OF THE PROVINCE OF ONTARIO.

SITE NAME:
 BRAWLEY
 SITE ADDRESS:
 3574 CA-115
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE:
FENCE DETAILS

SHEET NUMBER:
A9

GRADING PLAN



NOTE:
CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN PROPOSED LOT LINES AND TO MAINTAIN ALL EXISTING LEASE LINES AND ENSURE ALL OPENING LINES OF BRANCHES ARE REMOVED AS WELL.

NOTE:
SITE BENCHMARK
TOP OF 1/2" REBAR AT
SOUTHWEST FENCE CORNER
NORTH SIDE OF DRIVEWAY
(SEE SURVEY)

LEGEND

---	EXISTING GRADE
---	NEW GRADE
---	NEW FENCE
---	NEW SALT FENCE
---	EXISTING PROPERTY LINE
---	EXISTING FOUNDATION/PAV
---	TOP OF FOUNDATION/PAV
---	GRADE
T/P	TOP OF FOUNDATION/PAV
T/F	TOP OF FOUNDATION/PAV
XXXXXX	GRADE

SCALE: 1/4" = 1'-0" (VERTICAL)
1/8" = 1'-0" (HORIZONTAL)

1

NORTH

				<p>PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION</p>	<p>DRAWN BY: NM</p>
					<p>CHECKED BY: RSM</p>
<p>1. HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY AND COUNTY ORDINANCES AND ALL APPLICABLE ARCHITECTURAL STANDARDS AND THE LAWS OF THE STATE OF CALIFORNIA.</p>					
<p>SITE NAME: BRAWLEY SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY</p>					
<p>SHEET TITLE: SITE GRADING PLAN</p>					
<p>SHEET NUMBER: A10</p>					

EE ORIGINAL PKG

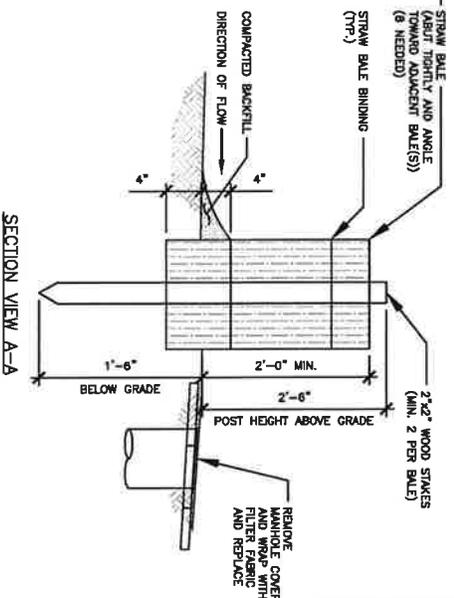
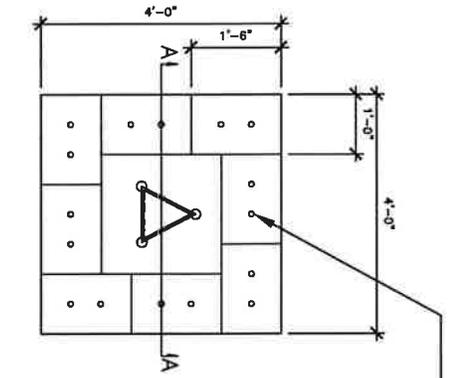
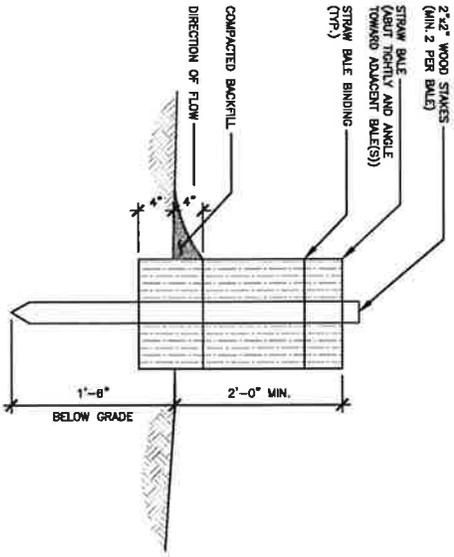
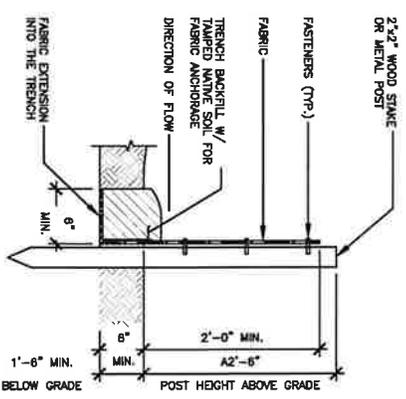
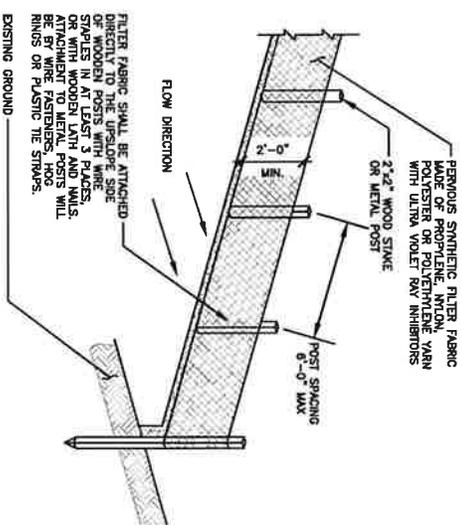
1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE APPLICABLE STATE ADOPTED PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL AND THE STANDARDS AND SPECIFICATIONS FOR 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 PROVIDED AS SHOWN ON THE PLAN. THE CONDITION OF THE FENCE SHALL BE INSPECTED DAILY AND REPAIRED IMMEDIATELY. DAMAGED OR DEFECTIVE FENCES 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 SEDED 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, 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.

SOIL EROSION & SEDIMENT CONTROL NOTES

SCALE N.T.S. 4

EROSION CONTROL - SILT FENCE

SCALE N.T.S. 2



EROSION CONTROL - STRAW BALE (OPTIONAL)

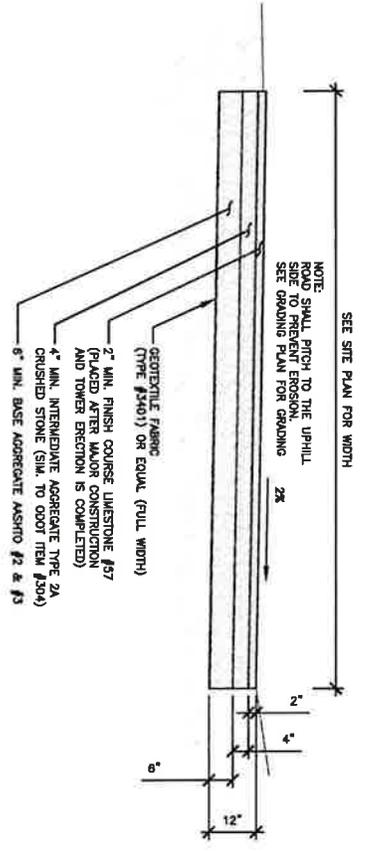
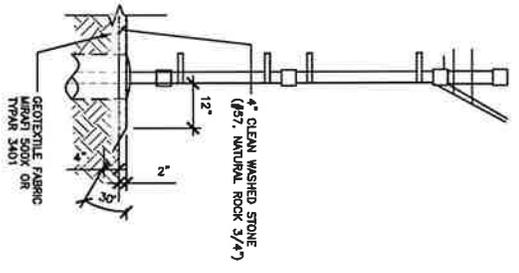
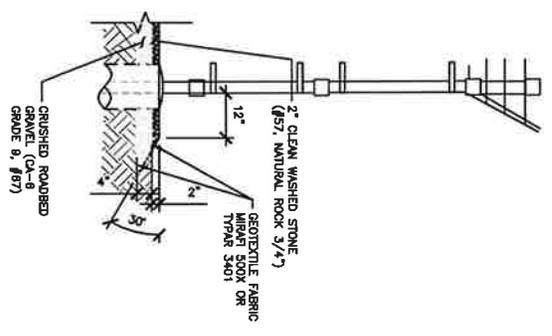
SCALE N.T.S. 3

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

SCALE N.T.S. 1

				BARBARA WILSON PROJECT MANAGER TEL: 562.277.0800 FAX: 562.277.0800 www.westchesterservices.com	DRAWN BY:	PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION
					CHECKED BY:	DATE:
SHEET TITLE EROSION CONTROL DETAILS		SHEET NUMBER A11		SITE NAME: BRAWLEY SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY		

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

SCALE
N.T.S.

1

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, INC.

1000 PLYMOUTH STREET
MAYAGUEZ, CALIFORNIA 94270
TEL: (925) 427-7000
FAX: (925) 427-0900
WWW.WESTCHESTER-SERVICES.COM

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	08/22/03	PRELIMINARY	
2	10/02/03	FOR REVIEW	

DESIGNED BY: **MM**

CHECKED BY: **RSB**

THESE PLANS WERE 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 I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
BRAWLEY

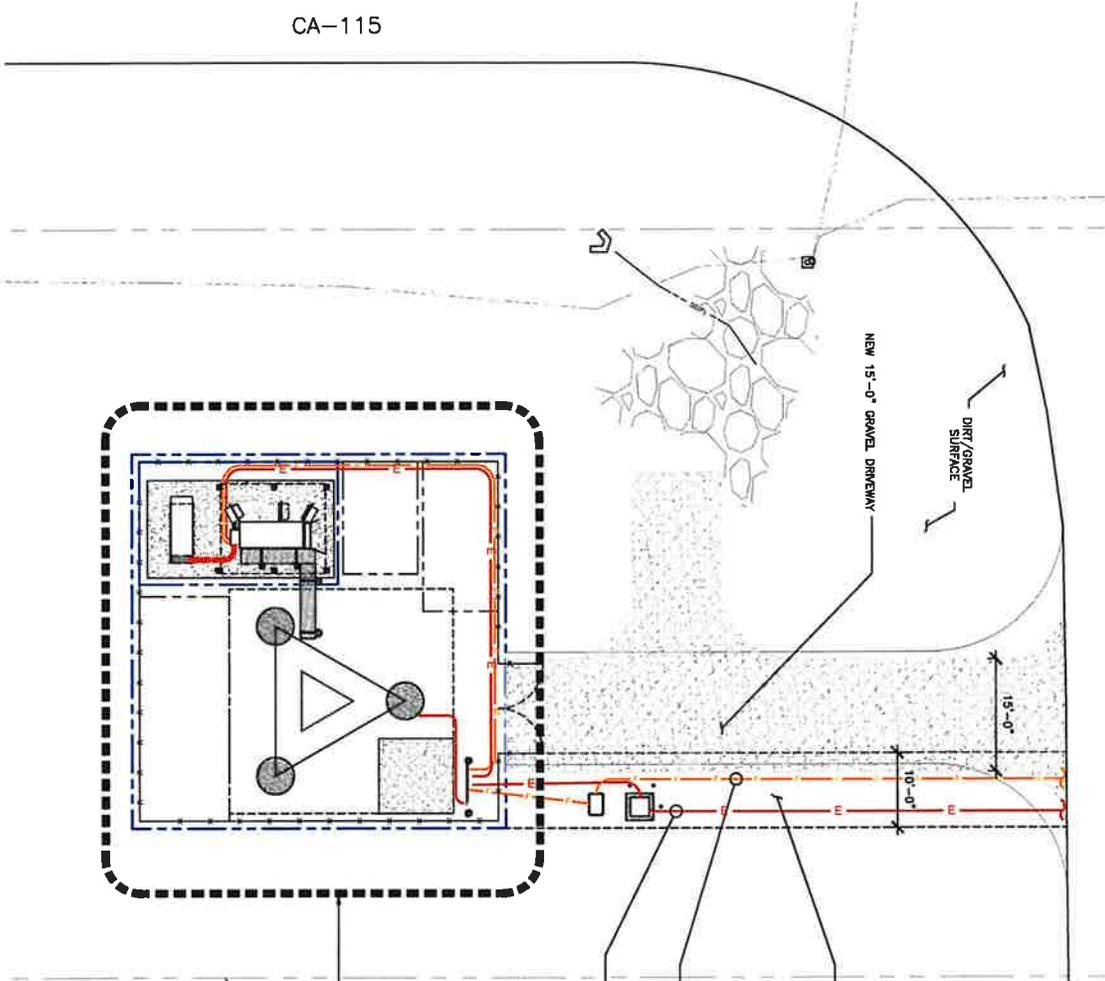
SITE ADDRESS:
**3574 CA-115
BRAWLEY, CA 92227
IMPERIAL COUNTY**

SHEET TITLE:
GRADING DETAILS

SHEET NUMBER:
A12

CA-115

OVERALL UTILITY PLAN



KEYSTONE RD

NEW 15'-0" GRAVEL DRIVEWAY

DIRT/GRAVEL SURFACE

NEW AT&T 10'-0" WIDE UTILITY CORRIDOR

NEW AT&T UNDERGROUND 4" POWER CONDUIT POST. NEW UNDERGROUND 4" FIBER CONDUIT WITH NEW FIBER HANDHOLE/PULL BOXES AS REQUIRED. STUB UP & CAP (PENDING UTILITY COORDINATION)

SEE E1.1 FOR ENLARGED UTILITY PLAN

APPROXIMATE PROPERTY LINE

LEGEND

SCALE: N.T.S. 2

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

- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PPG EXCEPT THAT ELBOWS AND REESES SHALL BE RIG ALL UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
- THE FEED IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AT-TP 28416.
- TWO CONDUITS ARE SHOWN IN DETAIL 2. ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH, A MINIMUM SEPARATION IS REQUIRED PER THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE EXTERIOR WALL TO EXTERIOR WALL SEPARATION OF CONDUITS.
- CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY CONCRETE REPAIRS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING AND SHORING SHALL BE COVERED BY THE CURRENT OSHA SLOPING AND SHORING, BUT NOT LIMITED TO SOIL CLASSIFICATION.
- TRENCHING AND EXCAVATION SAFETY STANDARDS SHALL BE COVERED WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

SCALE: HORIZONTAL: 1"=20'-0" VERTICAL: 1"=20'-0"

1

NORTH

CITY SWITCH

AT&T

LC

WESTCHESTER SERVICES, INC.
 3480 WILSON AVENUE
 HAWTHORNE, CA 92720
 TELEPHONE: 949.277.2200
 FAX: 949.277.0900
 WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY	CHKD BY
1	08/20/20	PRELIMINARY		
2	10/22/20	FOR REVIEW		

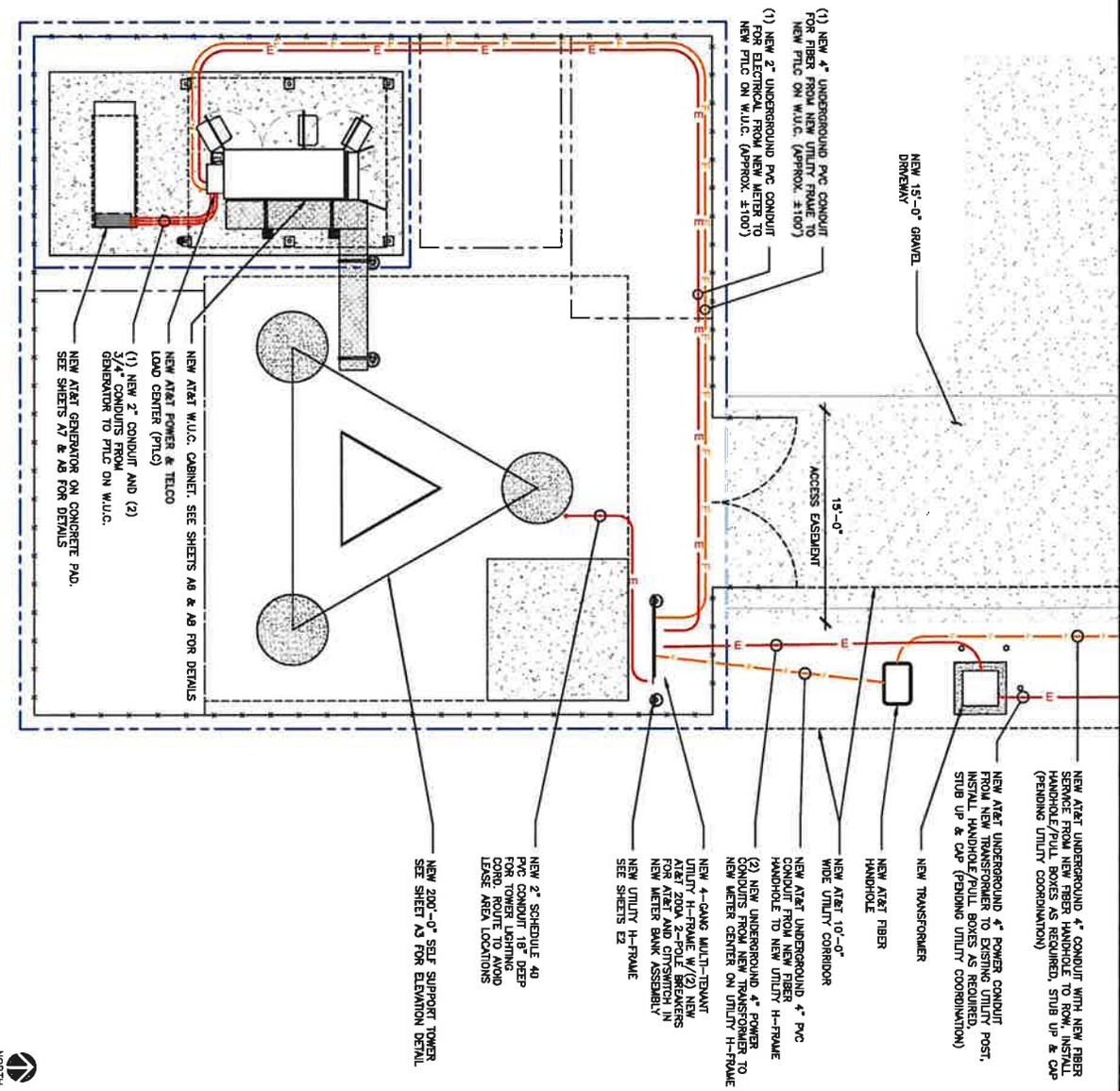
THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED UNDER THE NAME OF THE OWNER OF CALIFORNIA.

SHEET TITLE: **OVERALL UTILITY PLAN**

SHEET NUMBER: **E1**

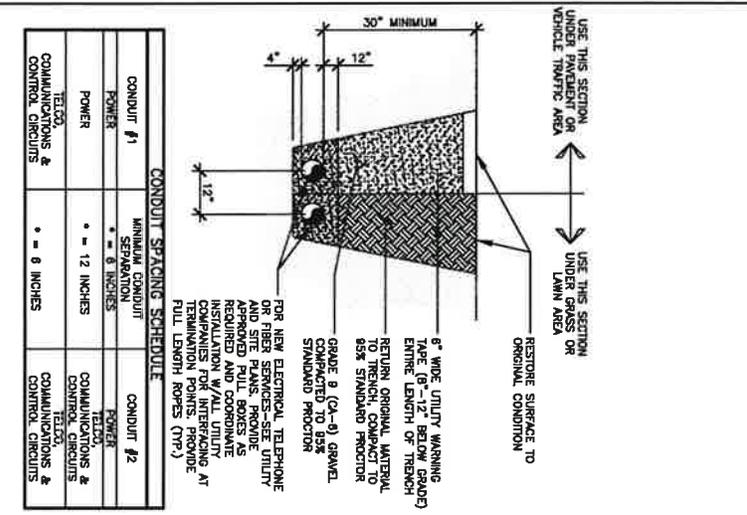
SITE NAME: **BRAWLEY**
 SITE ADDRESS: **3574 CA-115**
BRAWLEY, CA 92227
IMPERIAL COUNTY

ENLARGED UTILITY PLAN



SCALE: 1/4" = 1'-0"
 NORTH

TRENCH DETAIL



CONDUIT SPACING SCHEDULE

CONDUIT #1	MIN. SEPARATION	CONDUIT #2
POWER	6 INCHES	POWER
TELECOM	12 INCHES	TELECOM
COMMUNICATIONS & CONTROL CIRCUITS	6 INCHES	COMMUNICATIONS & CONTROL CIRCUITS

LEGEND

EXISTING OVERHEAD POWER: ————

EXISTING UNDERGROUND POWER: ————

EXISTING OVERHEAD UTILITIES: ————

EXISTING UNDERGROUND UTILITIES: ————

NEW UNDERGROUND POWER: ————

NEW UNDERGROUND FIBER: ————

- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC EXCEPT THAT ELBOWS AND FITTINGS SHALL BE RAC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING AND SHALL BE RAC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING AND SHALL BE RAC.
- THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT (10'-0" STANDARD ATT-7P 28416).
- TWO CONDUITS ARE SHOWN IN DETAIL 2. ALTHOUGH MULTIPLE CONDUITS CAN BE INSTALLED IN A SINGLE TRENCH, THE LOCAL JURISDICTIONS AND UTILITY COMPANIES, IN ALL OTHER CASES, USE THE LOCAL SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE EXTERIOR WALL TO EXTERIOR WALL SEPARATION OF CONDUITS.
- CONCRETE SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING AND SHORING SHALL BE GOVERNED BY THE CURRENT OSHA SLOPING AND SHORING REQUIREMENTS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES

1000 WEST GLENVIEW
 SUITE 200
 WESTPORT, CA 94091
 TELEPHONE: 817 277 8000
 FAX: 817 277 0800

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: NMM
 CHECKED BY: NMM
 DATE: 08/22/22
 DESCRIPTION: PRELIMINARY
 FOR REVIEW

1" HORIZONTAL CENTERLINE THAT THESE PLANS WERE
 PREPARED BY THE USE OF A COMPUTER AIDED
 DESIGN (CAD) SYSTEM. THE USER SHALL BE
 RESPONSIBLE FOR THE ACCURACY OF THE DATA
 ENTERED UNDER THE LAWS OF THE STATE OF
 CALIFORNIA.

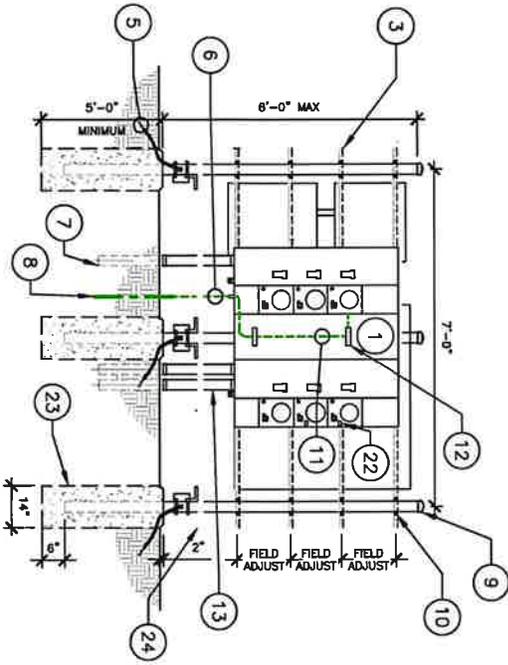
SITE NAME:
 BRAUNLEY
 SITE ADDRESS:
 3574 CA-115
 BRAUNLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**ENLARGED
 UTILITY PLAN**

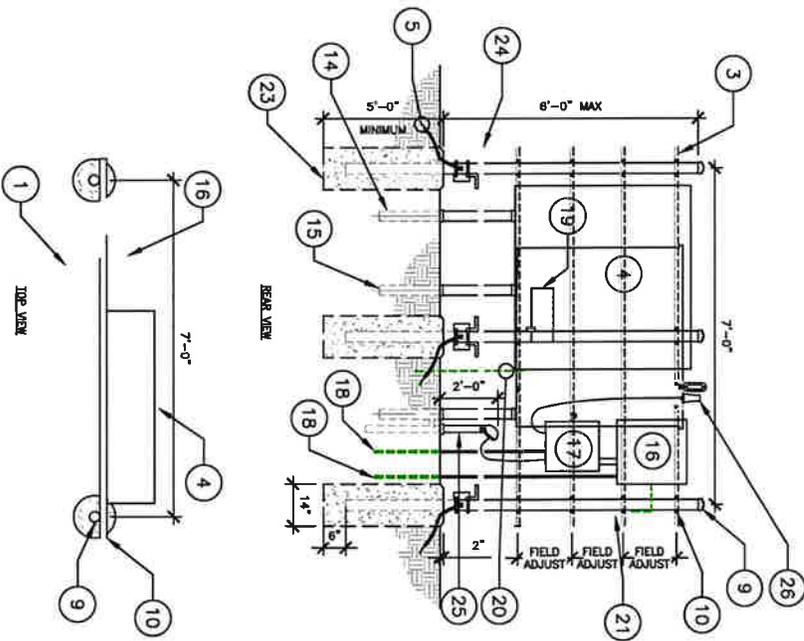
SHEET NUMBER
E1.1

MULTI-CARRIER UTILITY RACK DETAIL

NOTE:
CONTRACTOR TO INSTALL NUMBERED
MULE-TAPE/PULL STRINGS IN ALL CONDUITS



- 1 MODULAR METERING MAIN SERVICE CENTER (SEE NOTE 1).
- 2 DISTRIBUTION BREAKER, AND WATERPLATE TO INDICATE METER BREAKER, AND CARRIER OR PANEL (TYP).
- 3 1/2" DIA. HOT DIPPED UNISTRUT CROSS MEMBER (TYP. OF 4) W/ END CAPS. VERIFY VERTICAL, REPLACEMENT WITH EQUIPMENT TO BE USED.
- 4 NEW 48"x48"x12" HEAVY 3R HOFFMAN BOX AS INDICATED ON PLANS, SEE NOTE 2.
- 5 #2 AWG SOLID TINNED COPPER WIRE WITH EXOTHERMIC WELD CONNECTION TO POST IN CONDUIT TO WITHIN 1" OF EXOTHERMIC CONNECTION (TYP. AT EACH POST).
- 6 2/0 AWG SOLID TINNED COPPER GROUND WIRE IN 1" PVC.
- 7 POWER CONDUIT TO CARRIER EQUIPMENT
- 8 5/8"x1/2"-Ø COPPER GLAD STEEL
- 9 ISOLATED GROUND ROD PER CODE
- 10 3.5" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
- 11 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
- 12 #2/0 GREEN INSULATED STRANDED COPPER WIRE
- 13 SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
- 14 POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
- 15 TELECO/FIBER CONDUIT TO CARRIER EQUIPMENT.
- 16 FIBER CONDUIT TO CARRIER EQUIPMENT.
- 17 12EA. 120/240V, 1 PHASE, 3 WIRE, 12 LOAD CENTER (#00112125P98B, OR APPROVED EQUIVALENT) FOR CITYSWITCH
- 18 NEW TOWER LIGHT CONTROLLER, COORDINATE WITH TOWER MANUFACTURER FOR SPECIFICS.
- 19 #2 SOLID, TINNED, BARE COPPER LEADS TO COMPOUND GROUND RING.
- 20 HOFFMAN BOX GROUND BAR.
- 21 #2 AWG GROUND WITH MECHANICAL SINGLE END.
- 22 WEATHERPROOF DUPLEX RECEPTACLE.
- 23 CARRIER METER LABEL.
- 24 CONCRETE PIER FOUNDATION TO CARRY A MINIMUM STRENGTH OF 3000 PSY AT 28 DAYS. SEE PERMITS FOR ALL PERMITS. SEE PER FOUNDATION DETAIL ON SHEET C-3 FOR REINFORCEMENT DETAILS.
- 25 STEP-UP PLATFORM, SEE DETAIL SHEET E-2.1
- 26 2" CONDUIT TO TOWER AMANTON LIGHT CONTROL. SENSOR, FACE SENSOR TOWARD NORTH.



NOTES:
1. CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN SERVICE CENTER, 120/240, 1Ø, 3W, 3Ø, 12, 120V, 1Ø, 3W, 3Ø, 120V, 1Ø, 3W, 3Ø WITH (Ø) METER SOCKETS (SQUARE D OR EQUAL), METER CENTER SHALL BE FURNISHED WITH (1) 200AMP CONDUIT BREAKERS SHALL BE COORDINATED WITH LOCAL METER CENTER.
2. WHERE INDICATED ON PLANS PROVIDE A FIBER/TELECO DEMARCATION BOX TO INCLUDE 48"x48"x12" HEAVY 3R SINGLE SUPPRESSION, AND 2"x1/2" 31/2" COPPER TIN-PLATED BRASS GROUNDING BARS. PROVIDE 2"x1/2" COPPER TIN-PLATED GROUNDING BARS ON BOTH SIDES OF ALL CONDUIT PENETRATIONS INTO THE BOX.
3. CONTRACTOR TO PROVIDE LOCKING PROTECTION FOR UTILITY EQUIPMENT LOCATED OUTSIDE OF THE TOWER COMPOUND AREA.

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

SCALE
N.T.S. 1

SHEET TITLE
H-FRAME DETAILS
SHEET NUMBER
E2

SITE NAME:
BRAWMLEY
SITE ADDRESS:
3574 CA-115
BRAWMLEY, CA 92227
IMPERIAL COUNTY

1" HIGH BY CENTER-TIMBER THICKNESS PLUMB WIRE REBAR SHALL BE SET ON UNIFORM SPACING BY DIRECT SUPPORT UNDER THE LAWS OF THE STATE OF CALIFORNIA

REV.	DATE	DESCRIPTION
A	08/23/23	PRELIMINARY
B	10/02/23	FOR REVIEW

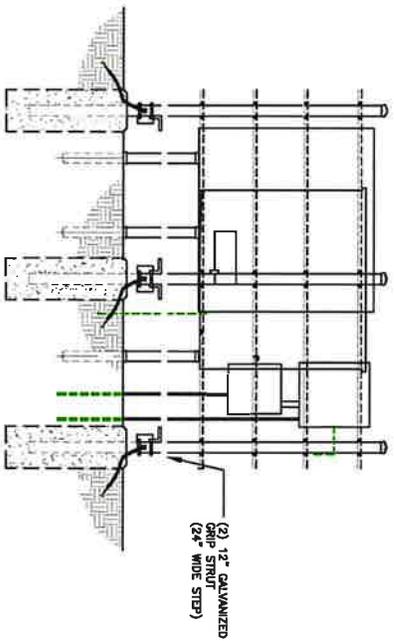
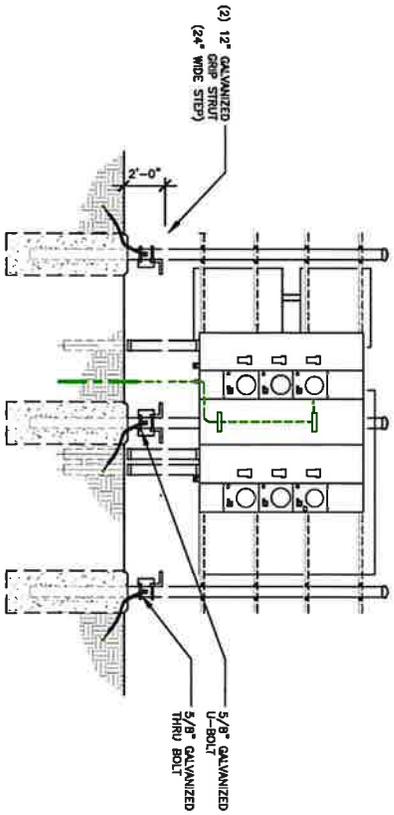
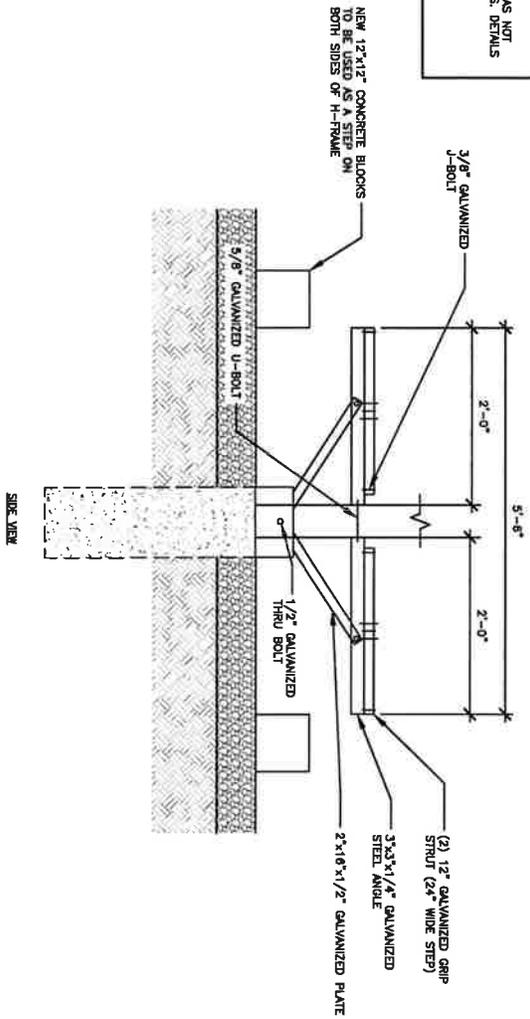
PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

WESTCHESTER TELECOM SERVICES, INC.
1000 YUKON DRIVE
IMPERIAL COUNTY, CA 92227
TELEPHONE: 867.271.0000
FAX: 867.271.0000
WWW.WESTCHESTERTELECOMSERVICES.COM

CITYSWITCH
AT&T
TELECOM SERVICES
L3
ORIGINAL PKG

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



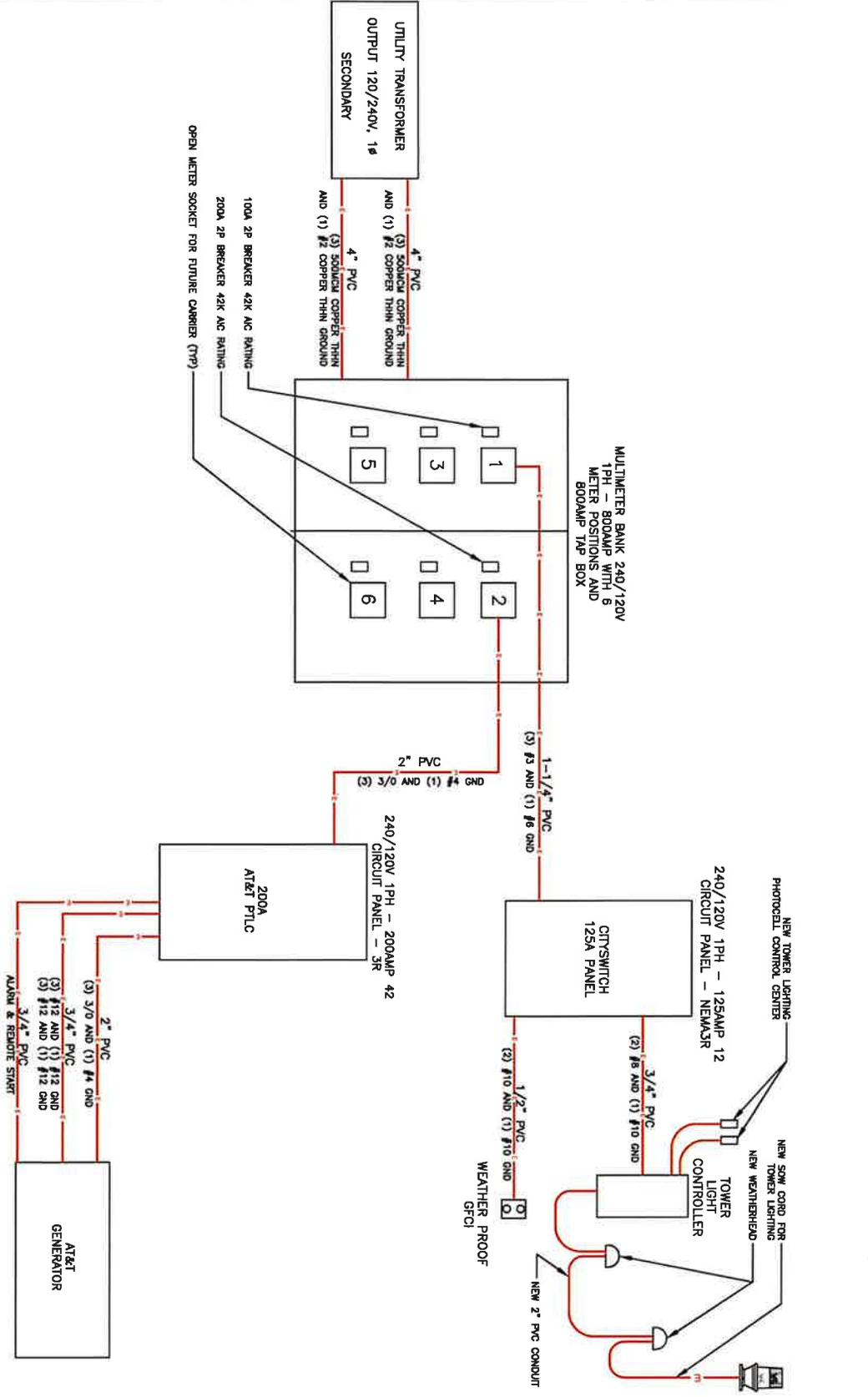
NOTE:
CONTRACTOR TO INSTALL NUMBERED MULTIPATH/PULL STRINGS IN ALL CONDUITS

MULTI-CARRIER UTILITY RACK DETAIL

SCALE: 1/4" = 1'

				DRAWN BY: AM	PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION
				CHECKED BY: RAW	
SITE NAME: BRAWLEY SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY				(R/S) DATE DESCRIPTION A 06/23/23 PRELIMINARY B 10/23/23 FOR REVIEW	1. HEREBY CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.
SHEET TITLE H-FRAME DETAILS				SHEET NUMBER E2.1	

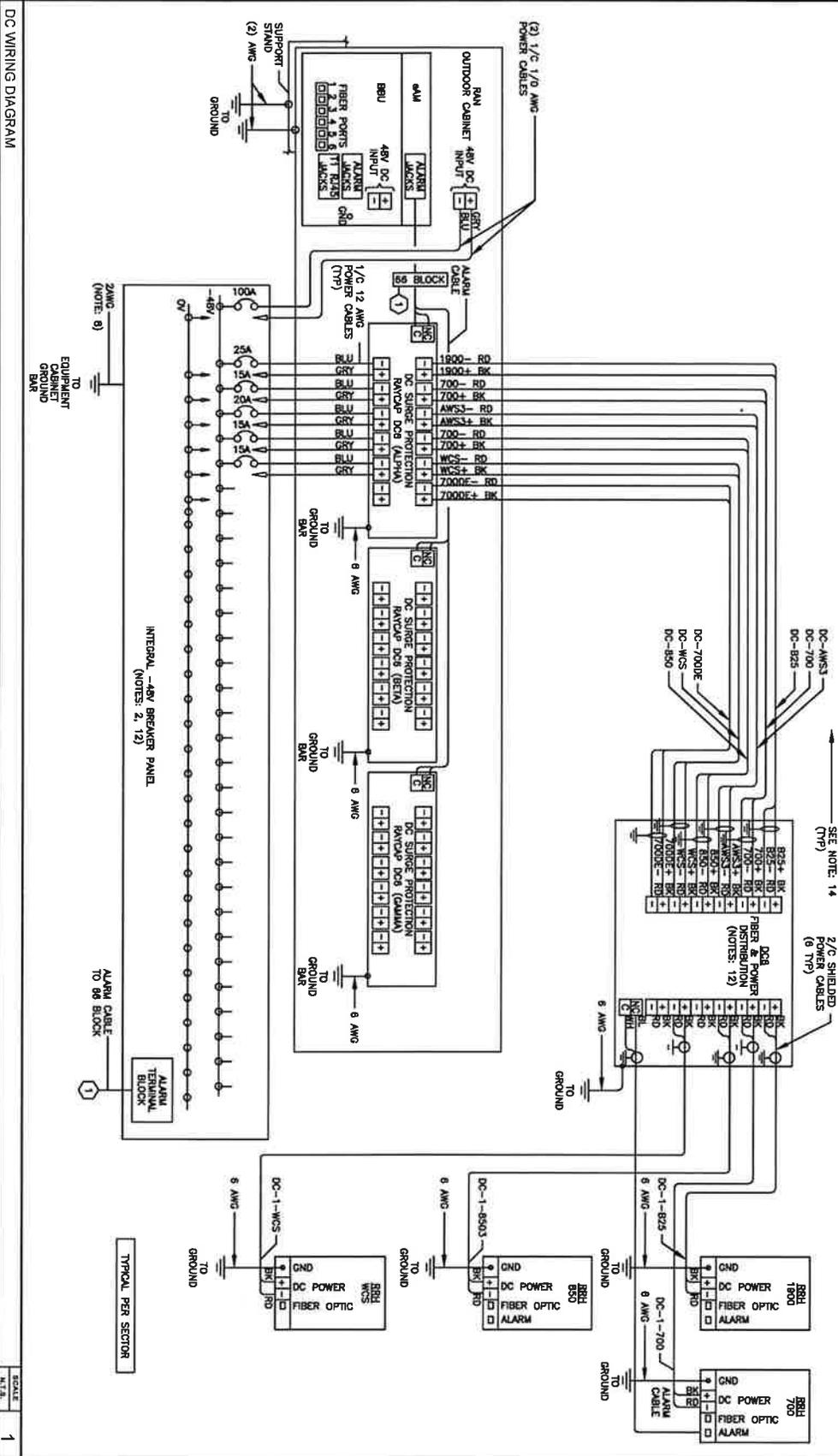
SINGLE-LINE DIAGRAM



SCALE
N.T.S.
1

<p>PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION</p>							
<p>DRAWN BY: NSM</p>							
<p>CHECKED BY: NSM</p>							
NO.	DATE	DESCRIPTION					
1	04/22/23	PRELIMINARY					
2	10/27/23	FOR REVIEW					
<p>1. HIGHER CARRY THAT THESE DRAWINGS PREPARED BY AT&T UNDER AN ELECTRIC SERVICE CONTRACT. THE CONTRACTOR SHOULD VERIFY THE LOCATION OF THE SERVICE ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.</p>							
<p>SITE NAME: BRAWLEY SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY</p>							
<p>SHEET TITLE SINGLE-LINE DIAGRAM</p>							
<p>SHEET NUMBER E3</p>							

- 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. "X-AMS+";
 2. INSTALL ON IN AVAILABLE EQUIPMENT CABINET.
 3. CABLE TERMINALS FOR +24V INPUT FEED A AND REFERENCE GROUND SHALL BE 2-HOLE 3/8" ON 1" CENTER.
 4. INSTALL CABLE TERMINALS FOR FEED B AND 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.
 6. TERMINALS FOR SHIELDING SHALL BE 2-HOLE 1/4" ON 3/8" CENTER.
 7. WHEN CABLES ARE REQUIRED WHEN FEEDS 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.
 8. THE BARE GROUND WIRE OF EACH MULTI-CONDUCTOR CABLE AND DRAWN WIRE WHEN A SHIELDED CABLE IS USED, SHALL BE CONNECTED TO THE EQUIPMENT CABINET GROUND BAR.
 9. USE ALARM BLOCK ASSIGNMENT DETAIL FOR ALARM CABLE CONNECTIONS.
 10. SEE ALARM BLOCK ASSIGNMENT DETAIL FOR ALARM CABLE CONNECTIONS.
 11. 12-NOTED EQUIPMENT WIRE AND SHIELD DRAWN WIRE TO BE LEFT UN-TERMINATED AT RHH.
 12. CABLE GROUND WIRE AND SHIELD DRAWN WIRE TO BE LEFT UN-TERMINATED AT RHH.
 13. WHEN AN RHH IS USED INSTEAD OF AN AMS RHH CABLE, LABELS SHOULD REFLECT CORRECT FREQUENCY BAND.



CITY SWITCH

AT&T

LCC TELECOM SERVICES

WESTCHESTER SERVICES, LLC

604 PINE GLEN
MAYSBORO, NJ 08840
TELEPHONE: 973 277 0000
FAX: 973 277 0000
www.westchesterservices.com

**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

DRAWN BY: **NM**

CHECKED BY: **NSM**

REV	DATE	DESCRIPTION
1	08/22/23	PRELIMINARY
2	10/22/23	FOR REVIEW

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.

SITE NAME:
BRANLEY

SITE ADDRESS:
**3574 CA-115
BRANLEY, CA 95227
IMPERIAL COUNTY**

SHEET TITLE:
**DC WIRING
DIAGRAM**

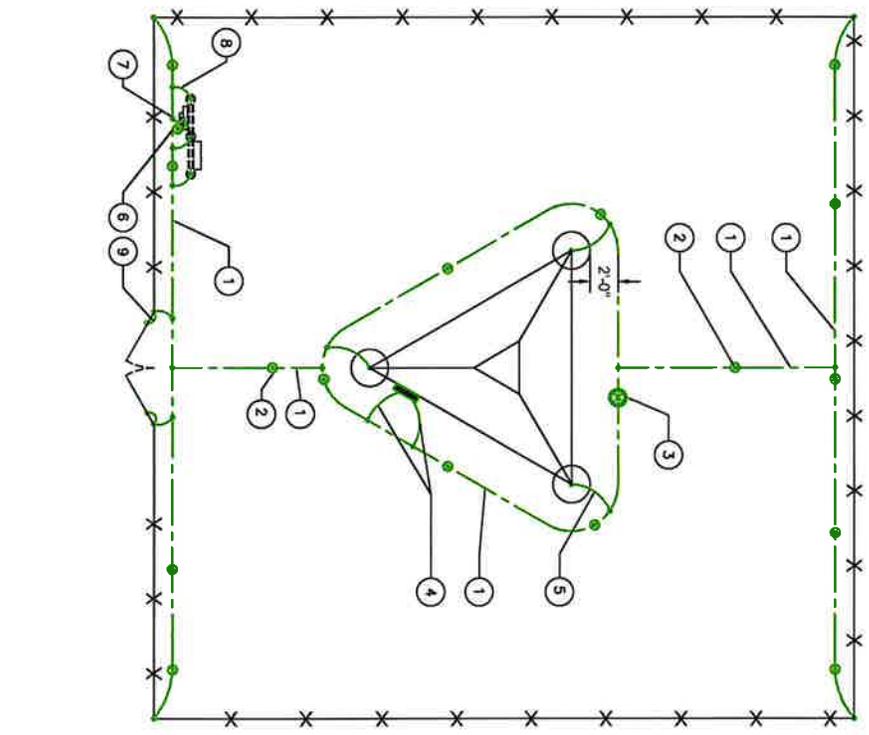
SHEET NUMBER:
E5

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 BOUND UTILITY POST W/ VS TYPE CABLED. (1 PER POST REQ'D)
9. ALL 1" OR EQUAL 2/0 GROUNDING CONDUCTOR W/BLACK NEOPRENE INSULATION & PRE-CAPPED ENDS ATTACHED TO GATE POST AND GATE FRAME W/ VS TYPE EXOTHERMIC INSULANT W/ WELDS 18" ABOVE FINISH GRADE
10. IN THE EVENT A PAV/PER FOUNDATION IS INSTALLED, THE BURIED GROUND RING SHALL BE INSTALLED A MINIMUM 2 FT. FROM THE EDGE OF CONCRETE

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" COLLECTOR GROUND BAR
	MAIN GROUND BAR
	MOB

- NOTES:
1. ALL GROUNDING CONDUCTOR IN EARTH #2 SOLID BARE TINNED COPPER (SPTC).
 2. ALL CONDUCTOR CONNECTION IN EARTH EXOTHERMICALLY WELDED.
 3. ALL FENCE POST, TOWER LEGS, FRAME, ETC., METALLIC CONDUCTOR BONDS EXOTHERMICALLY WELDED.
 4. ALL GROUND BAR CONNECTIONS MECHANICALLY BONDED WITH 2-HOLE CONNECTORS LISTED AND SUITABLE FOR THE APPLICATION.
 5. MINIMUM 2-FT SEPARATION BETWEEN GROUND RINGS AND FOUNDATION IN ALL LOCATIONS.
 6. EQUIPMENT CABINET, USE PARALLEL & EQUIPMENT FRAME GROUNDING TO BE PROVIDED ABOVE GRADE AT LOCATIONS DESIGNATED FOR FUTURE INSTALLATION OF GROUND EQUIPMENT.

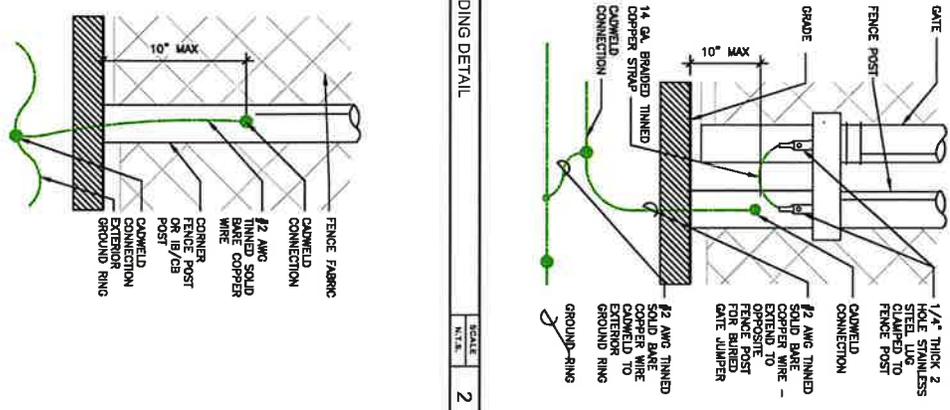


TYPICAL FENCE AND TOWER GROUNDING PLAN

SCALE: N.T.S. 3

GATE GROUNDING DETAIL

SCALE: N.T.S. 2



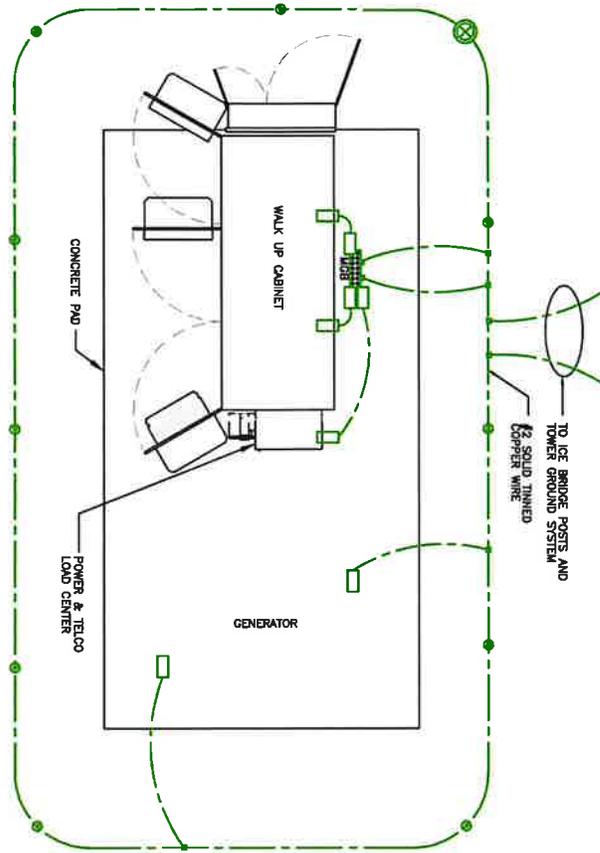
FENCE GROUNDING DETAIL

SCALE: N.T.S. 1

 CITY SWITCH	 AT&T	 LCC TELECOM SERVICES	 WESTCHESTER SERVICES 800 THE CLERKS 3450 WILSON AVENUE TELEPHONES: 407 277-0400 FAX: 407 277-0400 www.westchesterservices.com	PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION	SHEET TITLE COMPOUND GROUNDING PLAN SHEET NUMBER G1
------------------------	---------------------	------------------------------------	---	--	--

TYPICAL GROUNDING PLAN

SCALE N.T.S. 2

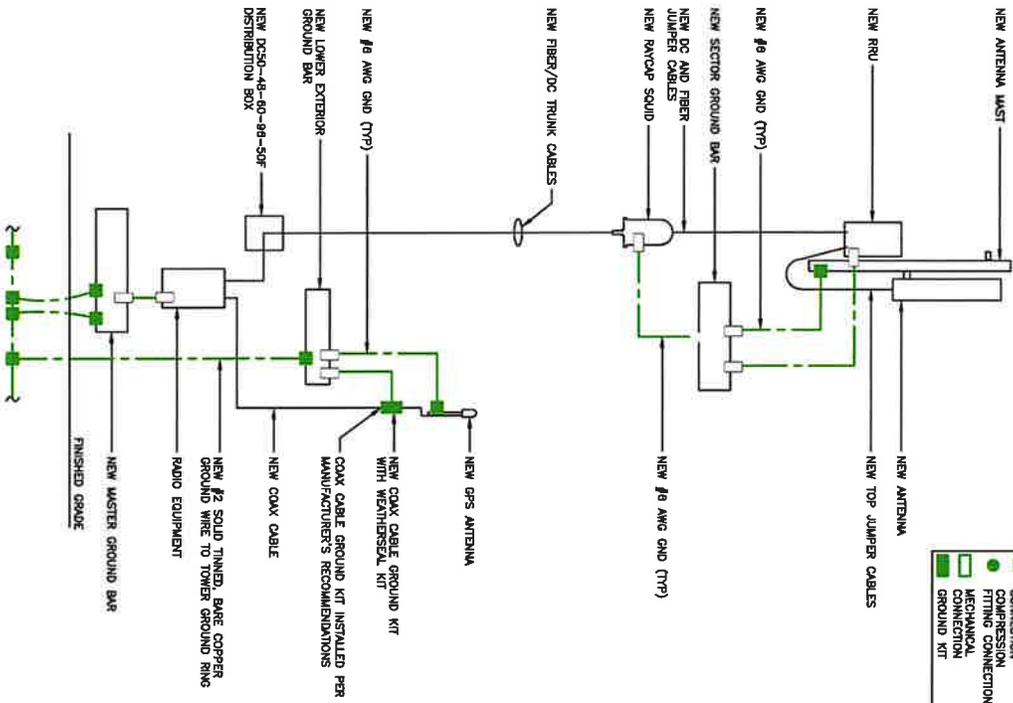


GROUNDING LEGEND

	MECHANICAL CONNECTION
	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	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

RISER DIAGRAM

SCALE N.T.S. 1



NOTE:
GROUND LEAD INSIDE RUBBER GROMMET TO BE ATTACHED WITH X-CROSS ZIP TIES TO BRACKET. DO NOT USE SHIP-IN HANGERS AROUND GROUNDS.

LEGEND

	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	MECHANICAL CONNECTION
	GROUND KIT

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, LLC
 15150 N. 10TH AVENUE
 SUITE 100
 BILLYEAR, CA 92708
 TEL: 949.487.2700
 FAX: 949.487.2700
 WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	09/23/23	PRELIMINARY
B	10/02/23	FOR REVIEW

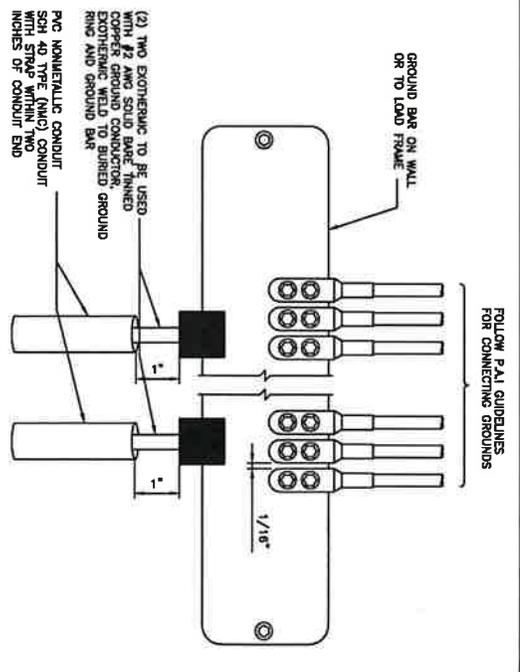
THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS AND I AM A LICENSED PROFESSIONAL ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
BRAWMLEY
 SITE ADDRESS:
3574 CA-115
 BRAWMLEY, CA 92227
 IMPERIAL COUNTY

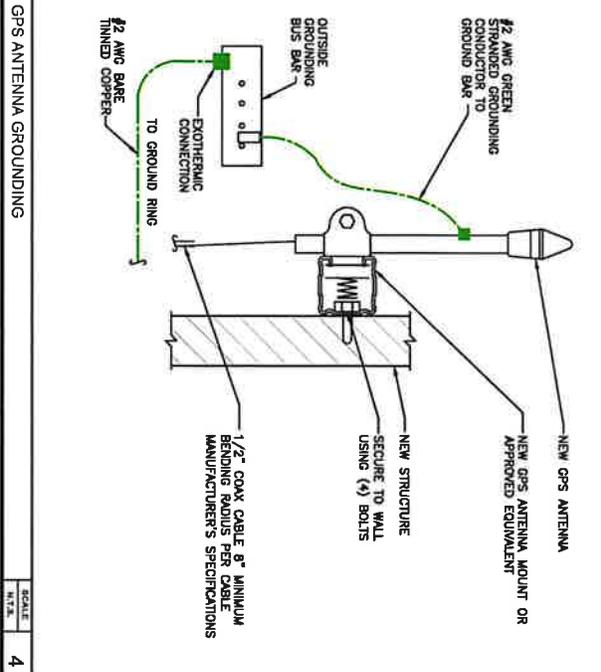
SHEET TITLE
GROUNDING PLAN & RISER DIAGRAM

SHEET NUMBER
G2

EE ORIGINAL PKG

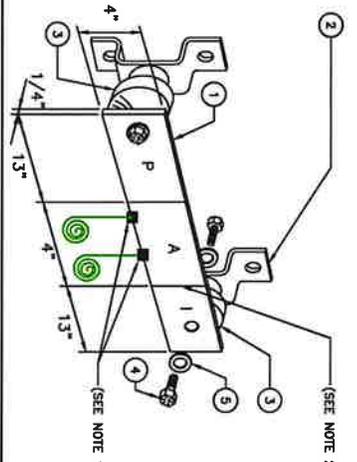


MAIN GROUND BAR DETAIL SCALE: N.T.S. 5

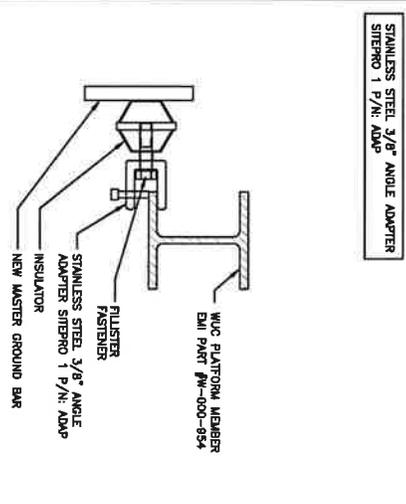


GPS ANTENNA GROUNDING SCALE: N.T.S. 4

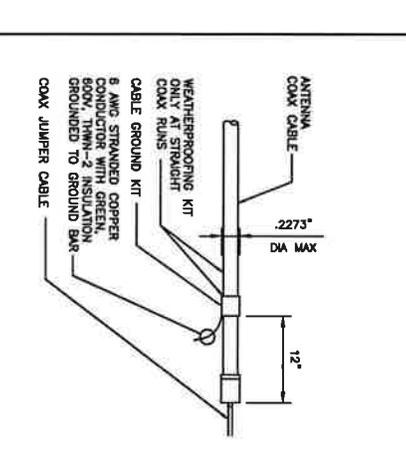
NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"x4"x12"	SOLID GROUND BAR
2	2	A-8056	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-1x1" H.H.C.S.
5	4	3015-B	5/8" LOCKWASHER



MASTER GROUND BAR DETAIL SCALE: N.T.S. 2



ANGLE ADAPTER DETAIL SCALE: N.T.S. 3



COAX GROUND KIT DETAIL SCALE: N.T.S. 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)
- (EG) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
- (EE) TIE-TO GROUND BAR (#2 AWG)
- (EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (3/0)
- (EE) FIBER GROUND BAR (#2 AWG)
- (EC) POWER ROOM REFERENCE GROUND BAR (#2 AWG)
- (A1K1) RECTIFIER FRAMES

SECTION "A" - SURGE ABSORBERS

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

SECTION "I" - ISOLATED GROUND ZONE

(A1K1) ALL ISOLATED GROUND REFERENCE (A1K1) GROUND WINDOW BAR

DETAIL NOTES:

- EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
- THE INSTALLER SHALL USE PERMANENT MARKER TO DRAW THE LINE BETWEEN SECTION AND TO DRAW THE LINE BETWEEN SECTION AND LETTERS

CITY SWITCH

AT&T

LCOR

TELECOM SERVICES

WESTCHESTER SERVICES, LLC

601 RIVER STREET
 SUITE 100
 HAWAIIAN ISLANDS, HI 96707
 P.O. BOX 277 080
 WESTCHESTER, PA 19380

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MM
 CHECKED BY: RSM

NO.	DATE	DESCRIPTION
A	06/22/23	PRELIMINARY
B	10/02/23	FOR REVIEW

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G3.1

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

PREPARED BY: MM
 CHECKED BY: RSM
 DATE: 06/22/23
 PROJECT: 10/02/23

SITE NAME:
 BRAVLEY
 SITE ADDRESS:
 3574 CA-115
 BRAVLEY, CA 92227
 IMPERIAL COUNTY

**Attachment “H”
ALUC Package**



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

TO: Commissioner Mike Goodsell
Commissioner 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 210-foot wireless communication facility (Conditional Use Permit #23-0011 & V #23-0006) located at 1505 East Keystone Road, Brawley, CA 92227 (APN 041-200-008-000; Latitude 32° 58' 43.1112"N – Longitude 115° 32' 21.9444"W) to determine Consistency with the Airport Land Use Compatibility Plan (ALUCP). [Gerardo A. Quero, Planner I] (ALUC 06-23)

DATE OF REPORT: July 19, 2023

AGENDA ITEM NO: 4

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 the Staff's recommendation that the Airport Land Use Commission finds the proposed 210-foot wireless communication facility, located at 1505 East Keystone Road, Brawley, CA 92227 be consistent with the 1996 Airport Land Use Compatibility Plan.

SECRETARY'S REPORT

Project Location:

The proposed wireless communication facility will be located at 1505 East Keystone Road, Brawley, CA 92227. The property is identified as Assessor's Parcel Number (APN) 041-200-008-000 and is further described as a Portion of the State Board of Equalization (SBE) #872-13-34-2 of Tract 90 & 91 14-15, Township 14 South, Range 15 East, S.B.B.M., Latitude 32° 58' 43.1112"N – Longitude 115° 32' 21.9444"W.

Project Description:

The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, 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 telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 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 East Keystone Road. 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 wireless communication facility 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 airports are the Brawley Municipal Airport located approximately seven (7) miles northwest, the Holtville Airport located approximately eight (8) miles southeast, and the Imperial County Airport located approximately nine (9) miles southwest of the proposed project site.

The project site is zoned A-2 (General Agriculture) per Zoning Map #31 of the Imperial County Title 9 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)

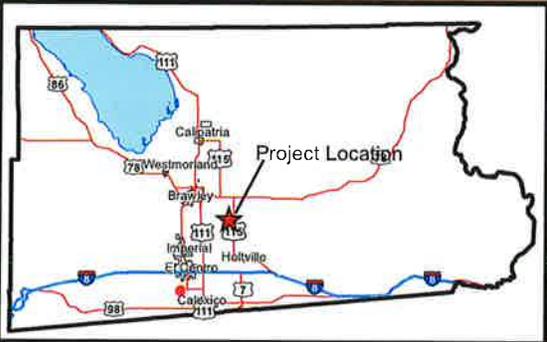
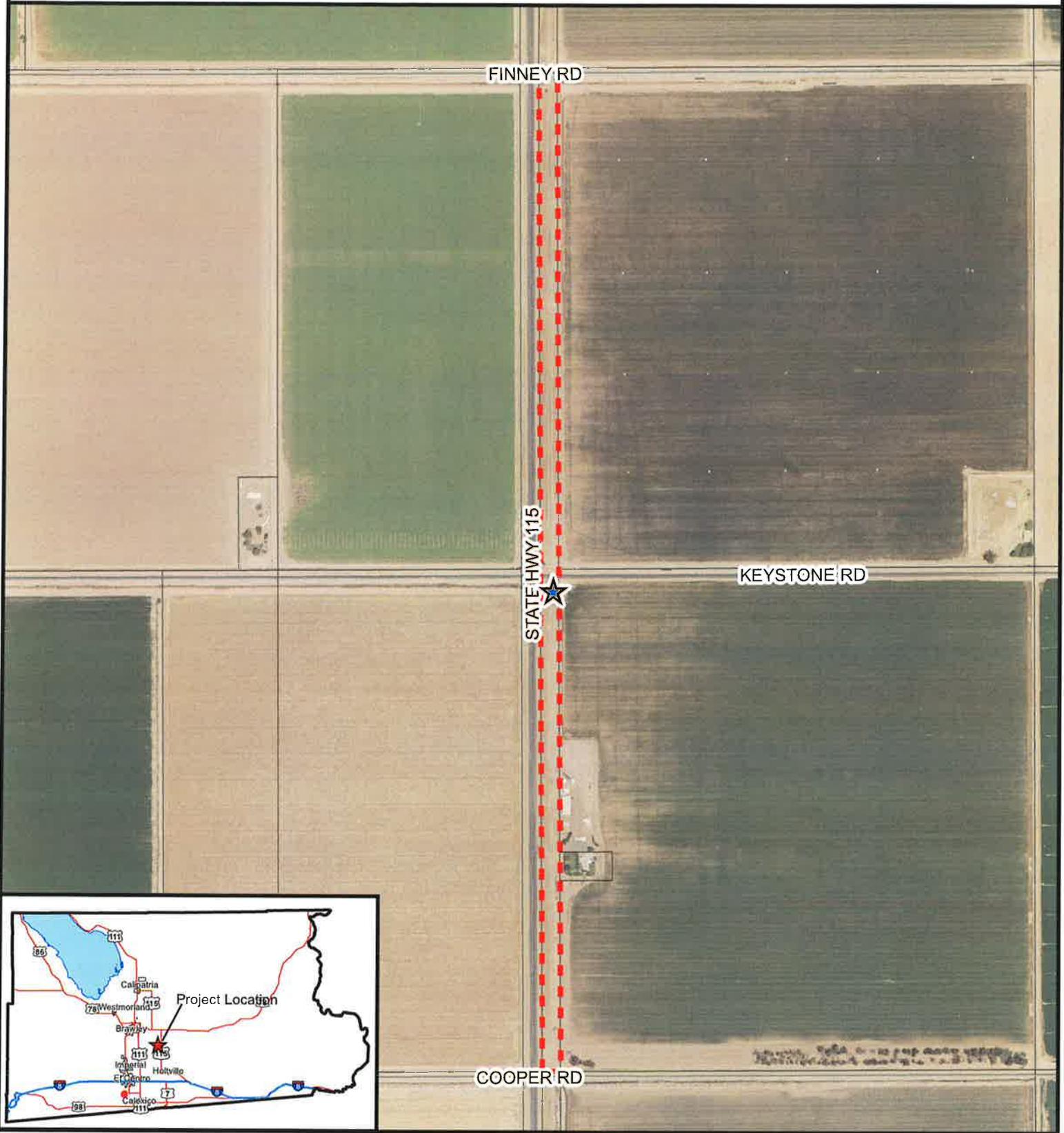
The proposed Variance (V#23-0006) and Conditional Use Permit (CUP#23-0011) have been submitted for the Airport Land Use Commission's review and determination of consistency with the 1996 Airport Land Use Compatibility Plan (ALUCP) due to the nature of the application (a 210-foot wireless communication facility).

ATTACHMENTS:

- A. Vicinity Map
- B. ALUC Map
- C. Assessor's Plat Map
- D. Site Plan
- E. Application & Supporting Documents
- F. ALUCP Section

ATTACHMENT "A" – VICINITY MAP

PROJECT LOCATION MAP

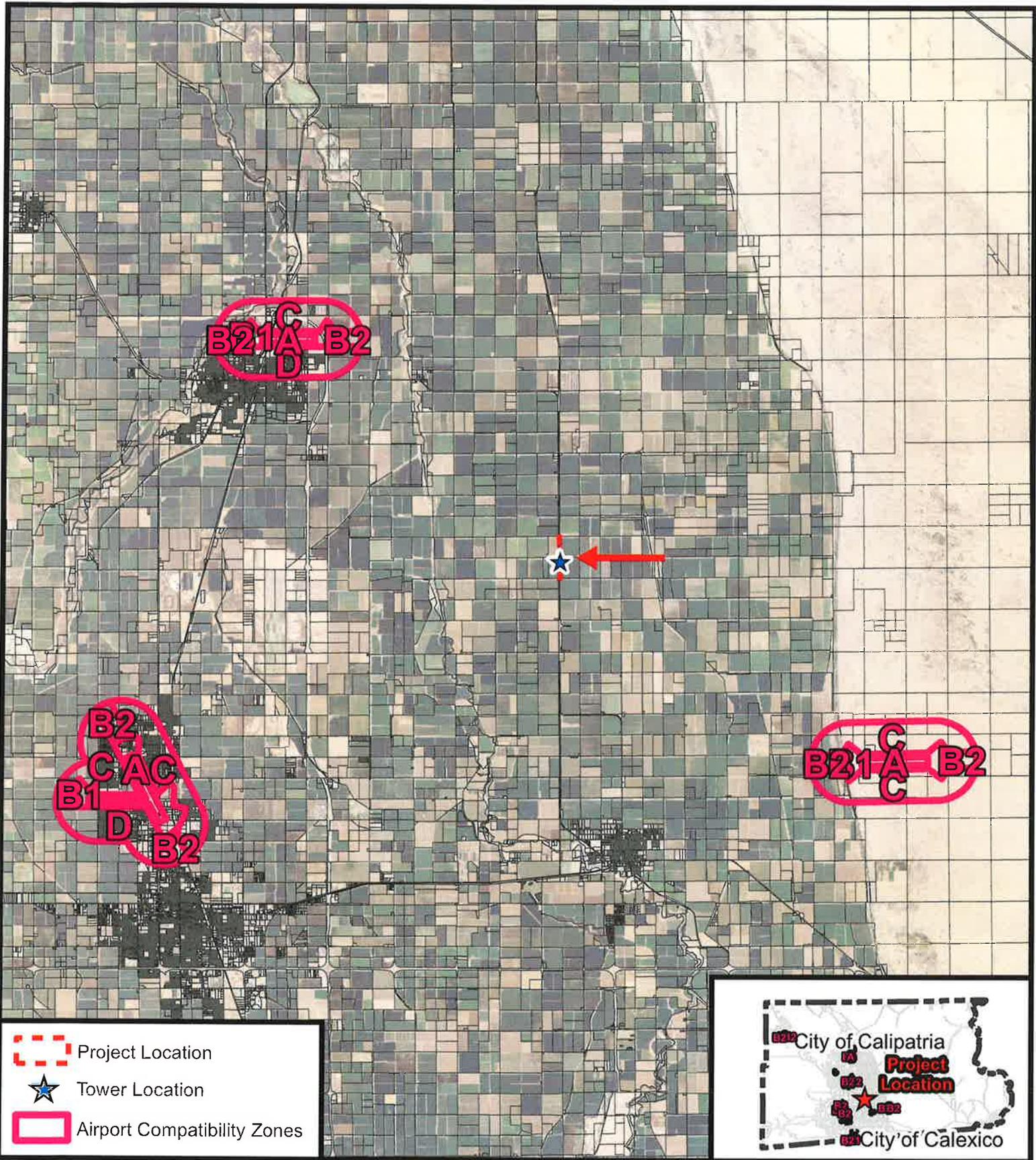


CITYSWITCH
CUP 23-0011 / IS 23-0011 / V 23-0006
APN 041-200-008-000

-  Project Location
-  Parcels
-  Centerline
-  Tower Location



ATTACHMENT "B" – ALUC MAP



 Project Location
 Tower Location
 Airport Compatibility Zones



IMPERIAL COUNTY AIRPORT LAND USE COMMISSION
CITYSWITCH
1505 E. KEYSTONE RD. BRAWLEY, CA
CUP 23-0011 / IS 23-0011 / V 23-0006
APN 041-200-008-000

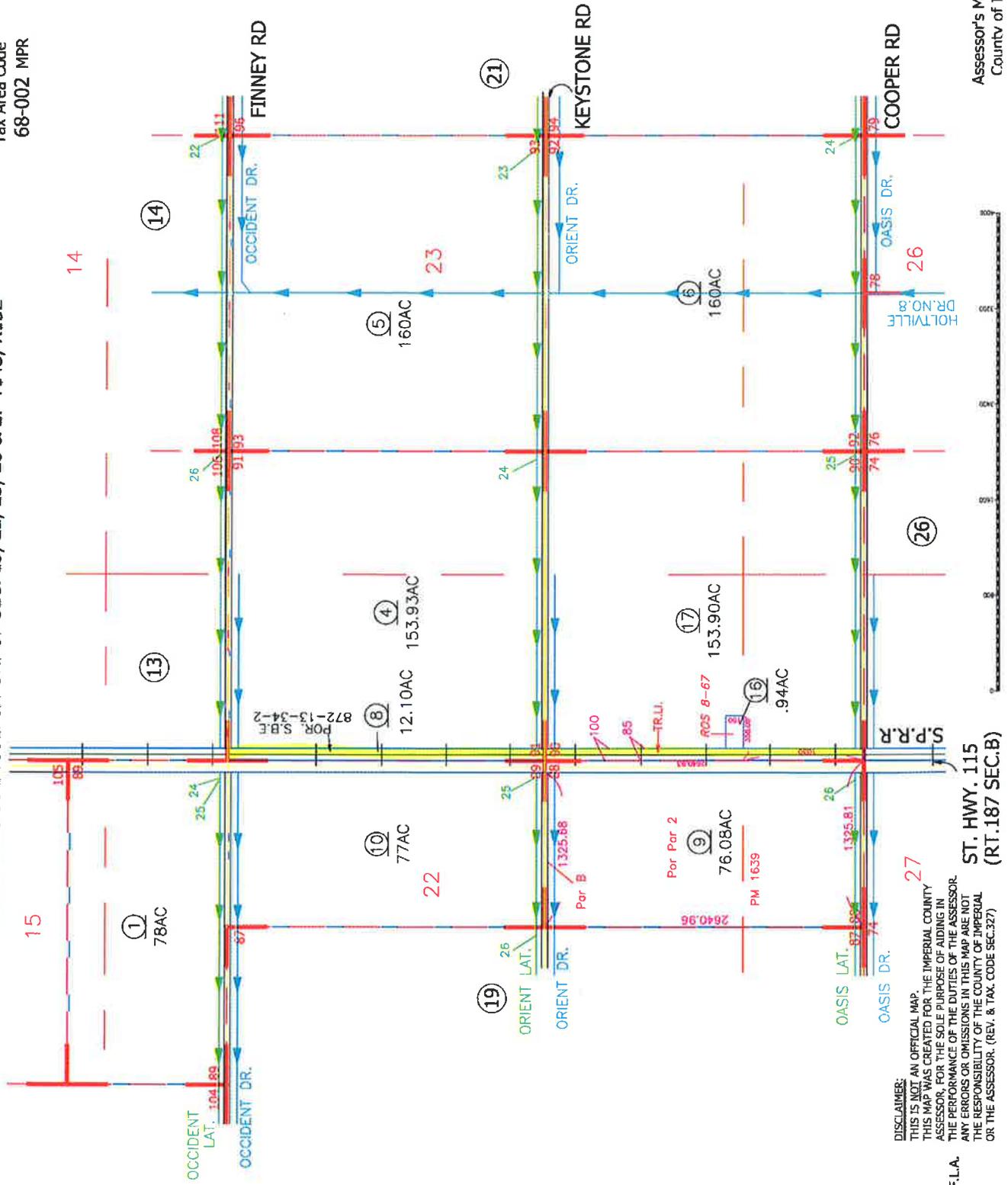


ATTACHMENT "C" – ASSESSOR'S PLAT MAP

TR. 88 THRU 93 INCL. & POR. OF SEC. 15, 22, 23, 26 & 27 T14S, R15E

Tax Area Code
68-002 MPR

41-20



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)

UPDATED 8-22-77 F.L.A.
 6-7-88 RM
 12-1-88 LS

ST. HWY. 115
 (RT. 187 SEC.B)

Assessor's Map Bk.41-Pg.20
 County of Imperial, Calif.

ATTACHMENT "D" – SITE PLAN



ZONING DRAWINGS
 NOT FOR CONSTRUCTION

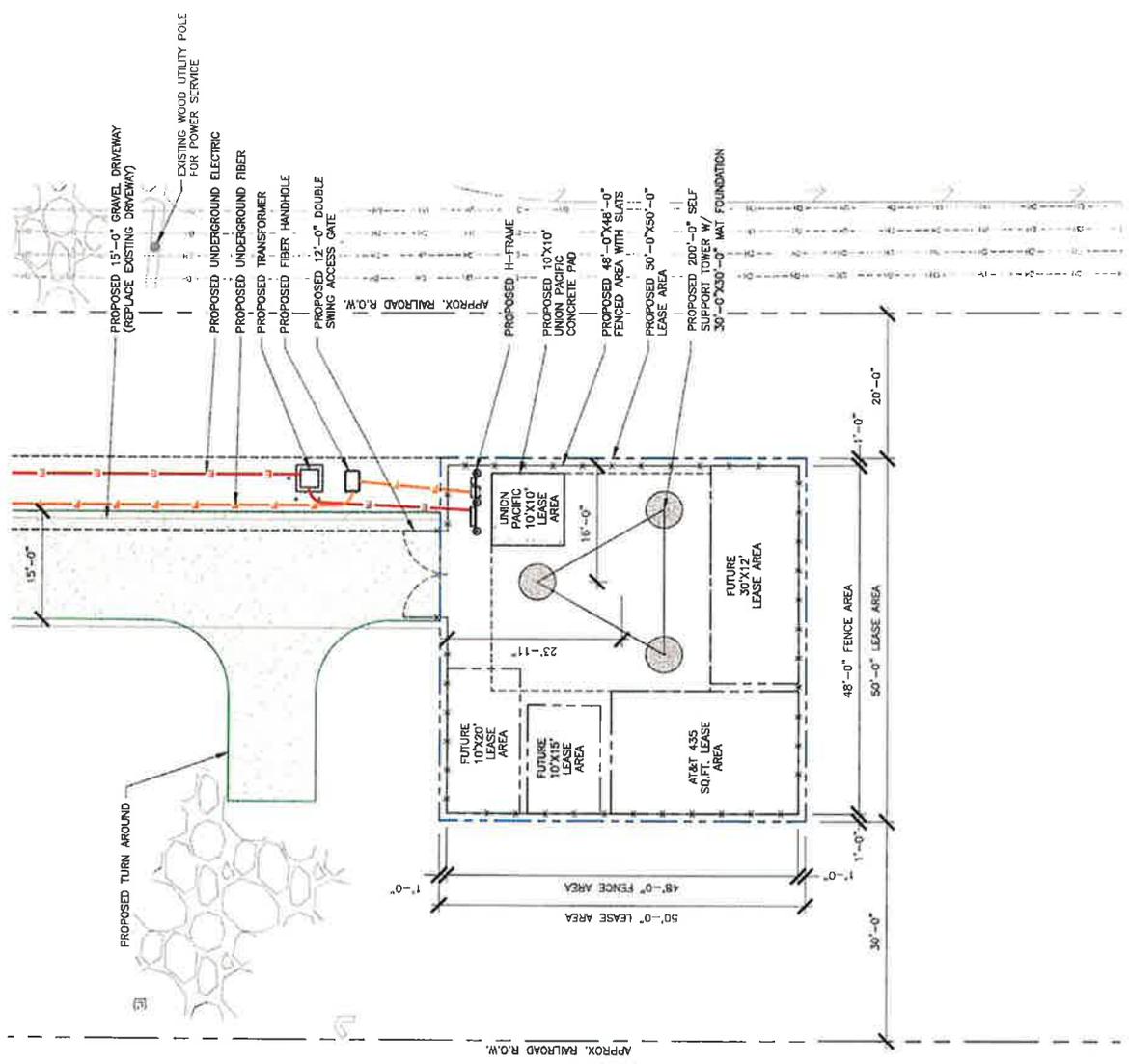
DRWNR BY:	MM	
CHECKED BY:	RSN	
REV#	DATE	DESCRIPTION
A	05/18/22	ZONING DRAWINGS
B	05/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. MEMBER OF THE PROFESSION OF ARCHITECTS REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA

SITE NAME:
 BRAWLEY
SITE ADDRESS:
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE:
 ENLARGED
 SITE PLAN

SHEET NUMBER:
 C-2



**ATTACHMENT "E" – 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@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. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Vacant field
12. DESCRIBE PROPOSED SEWER SYSTEM	N/a
13. DESCRIBE PROPOSED WATER SYSTEM	N/a
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/a
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? No permanent employees

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
Print Name _____ Date 4/11/23

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

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 #
23-001

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. 041-200-008	ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
8. LEGAL DESCRIPTION See attached lease agreement		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'.		
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :		
10. DESCRIBE THE ADJACENT PROPERTY East: vacant parcel West: vacant parcel North: vacant parcel South: vacant parcel		

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

Michael Bjeniek, AICP
Print Name

Signature
Date: 4/11/23

Allison R. Burke
Print Name

Signature
Date: 4/11/23

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	_____

V #
23-0000



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**

**NEAR EAST KEYSTONE ROAD
BRAWLEY, CA 92227
APN: 041-200-008**

**CITYSWITCH SITE NAME / # – BRAWLEY CAC008
AT&T SITE NUMBER - 10148059**

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 – Brawley CAC009
AT&T Site - 10148059
Near East Keystone Road
APN 041-200-008
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 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-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 A-2, General Agriculture 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

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. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Vacant field
12. DESCRIBE PROPOSED SEWER SYSTEM	N/a
13. DESCRIBE PROPOSED WATER SYSTEM	N/a
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/a
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? No permanent employees

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
Print Name _____ Date 4/11/23
Signature _____
Allison R. Burke
Print Name _____ Date 4/11/23
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	_____	OTHER DEPT'S required.	_____
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> P. W.	_____
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.	_____
FINAL ACTION:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE	_____	<input type="checkbox"/> A. P. C. D.	_____
		DATE	_____	<input type="checkbox"/> O. E. S.	_____
		DATE	_____	<input type="checkbox"/> _____	_____
		DATE	_____	<input type="checkbox"/> _____	_____

CUP #
23-001

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.

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. 041-200-008	ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
8. LEGAL DESCRIPTION See attached lease agreement		

8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.)
 Maximum allowable height in the A-2 district
 for a communications tower is 120'.

9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :

10. DESCRIBE THE ADJACENT PROPERTY

East	vacant parcel
West	vacant parcel
North	vacant parcel
South	vacant parcel

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

Michael Bjeniek, AICP
 Print Name: Michael Bjeniek Date: 4/11/23
 Signature: [Signature]
 Allison R. Burke
 Print Name: Allison Burke Date: 4/11/23
 Signature: [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	_____	OTHER DEPT'S required.	_____
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> P. W.	_____
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.	_____
FINAL ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	DATE	<input type="checkbox"/> A. P. C. D.	_____
			DATE	<input type="checkbox"/> O. E. S.	_____
			DATE	<input type="checkbox"/> _____	_____
			DATE	<input type="checkbox"/> _____	_____

V #
13-0006

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 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: Near East Keystone Road
Brawley, CA 92227

Parcel Number: APN: 041-200-008

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 200'-0" self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and telecommunications equipment to be located within a 50'-0" x 50'-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. UST71005
Reference No. Ben Hulse
Site Name: Ben Hulse**

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Imperial, CA 92251

Parcel: 041-200-008-000

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. UST71005 Reference No. Ben Hulse

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT :** April 08, 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 Railroad Company

5. **SOURCE OF TITLE :**

Deed made by Fred W. Thatcher, and wife Mabel E. Thatcher, Dated July 13, 1923, Recorded September 20, 1923, in [Book 2, Page 304.](#)

Deed made by Albert G. Finney and wife, Louise Finney, Dated July 31, 1923, Recorded August 16, 1923, in [Book 10, Page 27.](#)

Deed made by Irving H. Shaw and Virginia Shaw, his wife; and Orville W. Shaw and Estella Shaw, his wife, Dated July 16, 1923, Recorded August 01, 1923, in [Book 2, Page 201.](#)

Letter made by Inter-California Railway Company, a corporation, Dated August 12, 1938, in [Instrument Number L-38-791.](#)

Notes: Letter included for reference. Inter-California Railway Company was obtained by Southern Pacific Company in 1935.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS :**

Parcel ID : [041-200-008-000](#)
Tax Year : 2021
Status : Exempt

U.S. TITLE SOLUTIONS
File No. UST71005 Reference No. Ben Hulse

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

A survey is required for an accurate metes and bounds description.

U.S. TITLE SOLUTIONS
File No. UST71005 Reference No. Ben Hulse

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1. Deed made by Fred W. Thatcher, and wife Mabel E. Thatcher to Inter-California Railway Company, a corporation, Dated July 13, 1923, Recorded September 20, 1923, in [Book 2, Page 304.](#)

2. Deed made by Albert G. Finney and wife, Louise Finney to Inter-California Railway Company, a corporation, Dated July 31, 1923, Recorded August 16, 1923, in [Book 10, Page 27.](#)

3. Deed made by Irving H. Shaw and Virginia Shaw, his wife; and Orville W. Shaw and Estella Shaw, his wife to Inter-California Railway Company, a corporation, Dated July 16, 1923, Recorded August 01, 1923, in [Book 2, Page 201.](#)

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

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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# 041-200-008 Near East Keystone 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 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 A-2, General Agriculture zone. Pursuant to Sections 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 at the southeast corner of the intersection of East Keystone and Highway 115.

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 Brawley 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# 041-200-008 Near East Keystone 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 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-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 East Keystone Road. 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 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 A-2 General Agriculture zone pursuant to Section 9051902(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 in a vacant field, 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 self-support lattice tower is designed to be 200'-0" with a 10' lightning rod for a total height of 210'-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 200'-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 200'-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 to run along the legs of the tower 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 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is above the 200' threshold requiring lighting per the FAA. Therefore, lighting will be required.

- 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 East Keystone Road.

- 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 0.18 miles north 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 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 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.

- 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.

- 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 200'-0" self-support lattice tower is not exempt under Section 92401. Therefore, a Conditional 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 0.18 miles south 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 in a vacant field. 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 in a vacant field with no residential use in the area 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 A-2 zone is "to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The A-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the A-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 at the southwest corner of East Keystone and Highway 115 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 A-2 (General Agriculture) 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 A-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 0.18 miles south 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 in a vacant field and will host communication equipment for railroad use and will also service wireless providers. The property is also located 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 as the southwest corner of the intersection of East Keystone and Highway 115. 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 a vacant field 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 0.18 miles south 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 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest 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 in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south 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 self-support lattice design for the tower which is the least obtrusive design for a 200' 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)
) ss.
STATE OF ARKANSAS)

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 **Near East Keystone Road, Brawley, California 92227, APN 041-200-008** (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 3574 Highway 115, Brawley, California 92227. 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 **[6/27/2013]** but AT&T now desires to relocate its Wireless

Brawley
CA #15797964

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 [Two] 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 [Three] million dollars.

8. Since AT&T located on the SBA Tower in [6/27/2013], rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since [6/27/2013], which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from SBA. Unlike other tower companies, SBA has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in decommissioning its Wireless Facilities installation on the SBA Tower and relocating to the CitySwitch Tower. Despite these relocation costs, the CitySwitch Tower remains a better co-location option for AT&T.

10. AT&T has made this determination because the current rents and other charges to co-locate on the SBA Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as CitySwitch.

11. AT&T has entered into nationwide development and master lease agreements with CitySwitch, which I am familiar with. Under these agreements, CitySwitch will construct, at its own expense, its own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by CitySwitch.

12. Per these agreements and as is the case with the CitySwitch Tower, AT&T pays CitySwitch rent in return for 30,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.

13. There are no other structures (other than the SBA Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

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

The CitySwitch Tower Provides Superior Mobile Service Functionality.

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

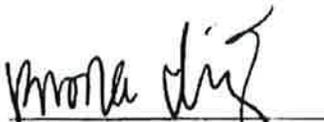
AT&T's lease agreement for the **SBA** Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the **SBA** Tower, it must apply to **SBA** which then triggers an application fee and 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



Brawley
A #15797966

Carrier Coverage Plots

CAL03747

Coverage Plots

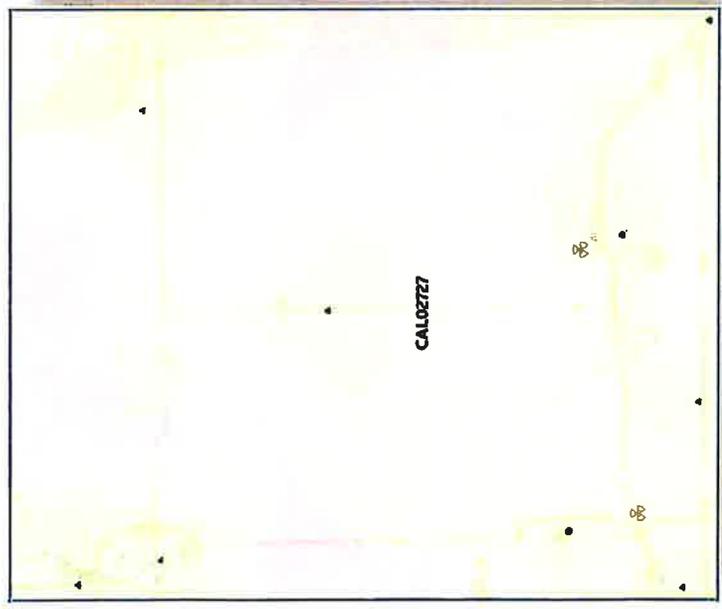
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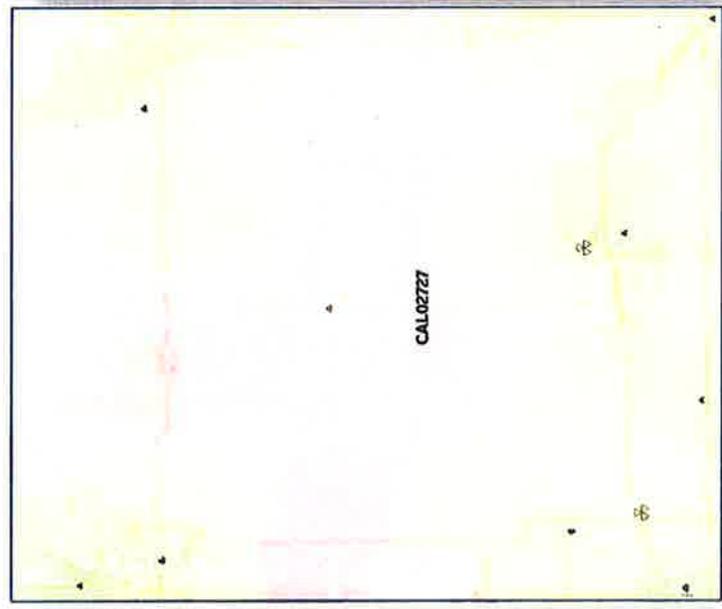
CAL03747



Existing coverage with existing site location



Coverage without site



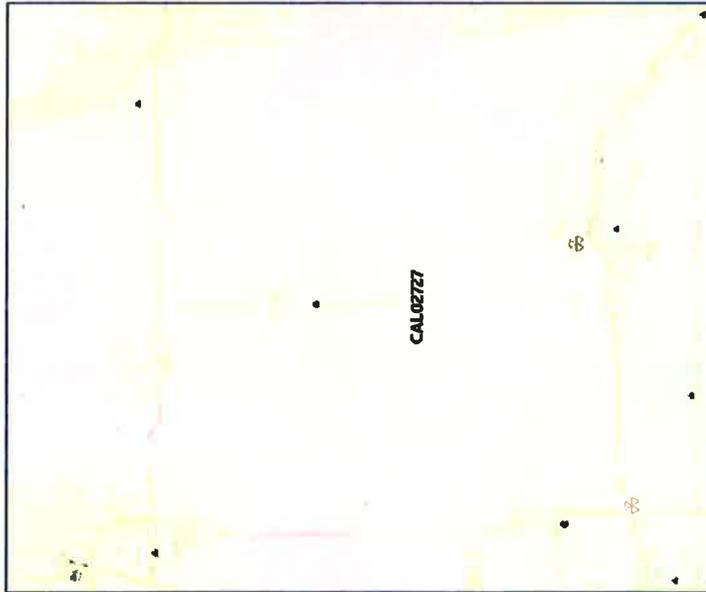
Existing location coverage only



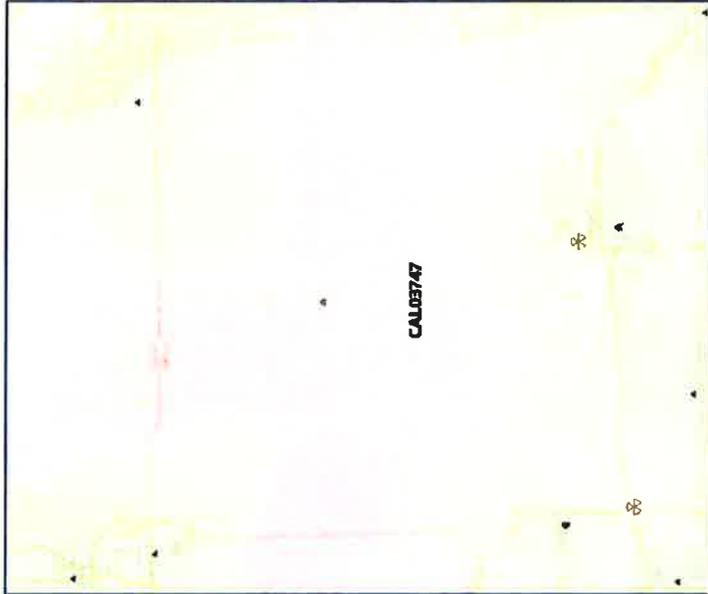
CAL03747



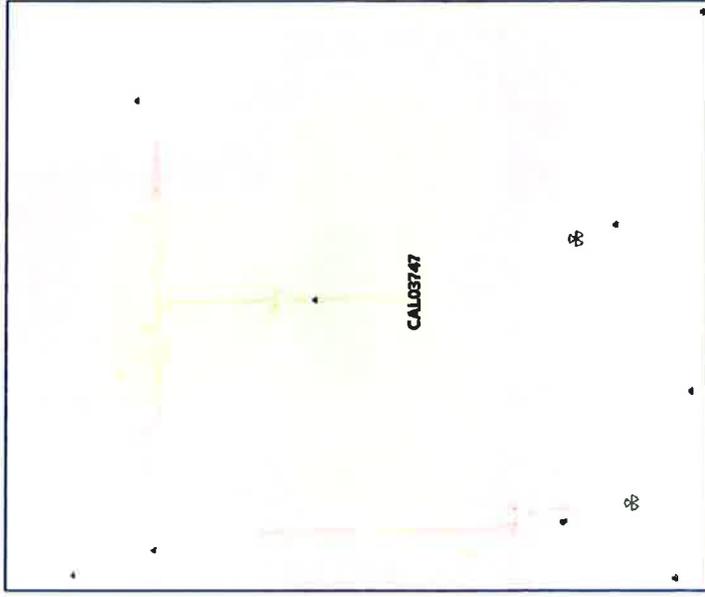
Existing coverage with new location



Coverage without site



New location coverage only



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-12869-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 Brawley
Location:	Brawley, CA
Latitude:	32-54-58.38N NAD 83
Longitude:	115-24-21.22W
Heights:	-85 feet site elevation (SE) 200 feet above ground level (AGL) 115 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-12869-OE.

Signature Control No: 539125699-551428762

(DNE)

Vivian Vilaro
Specialist

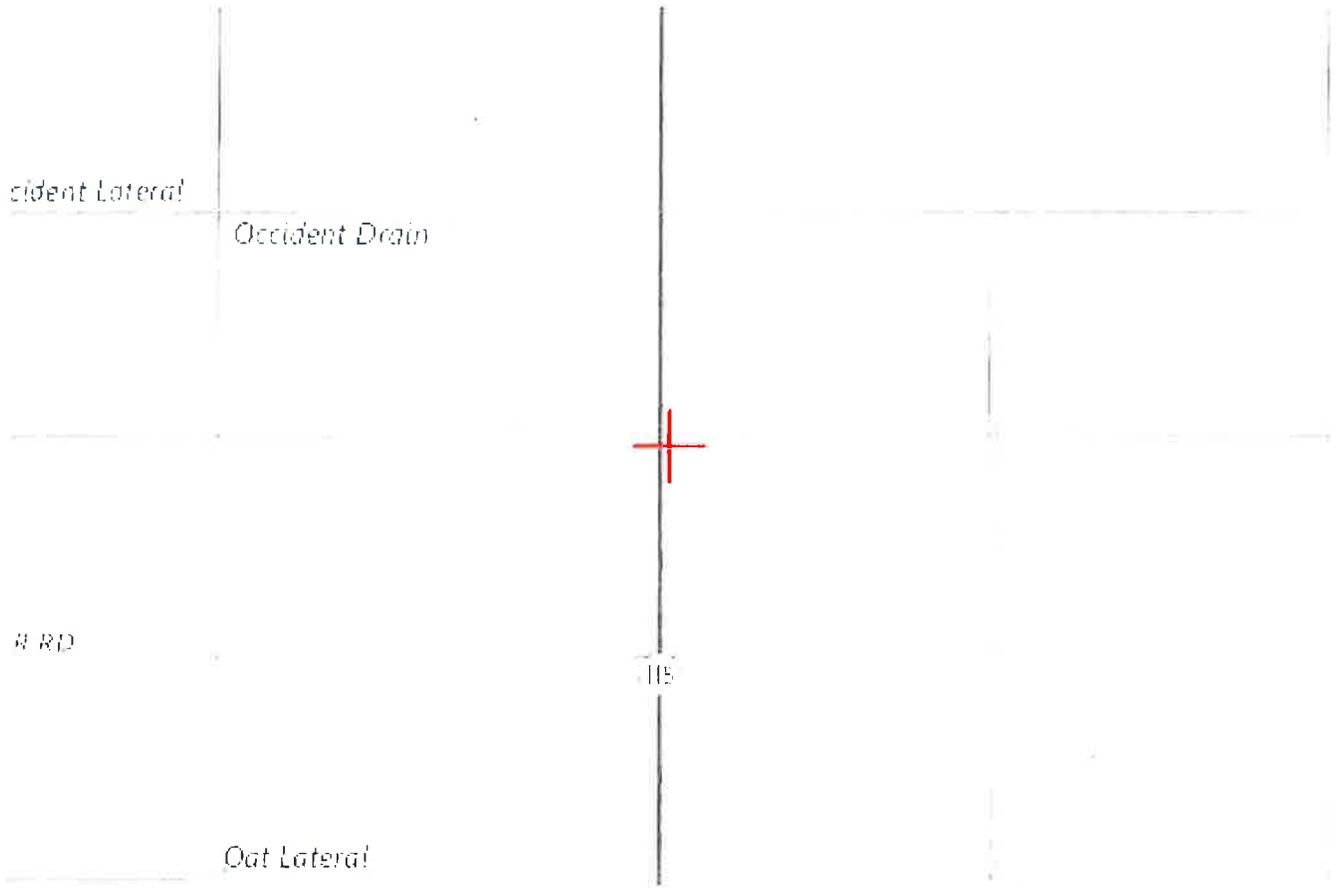
Attachment(s)
Frequency Data
Map(s)

cc: FCC

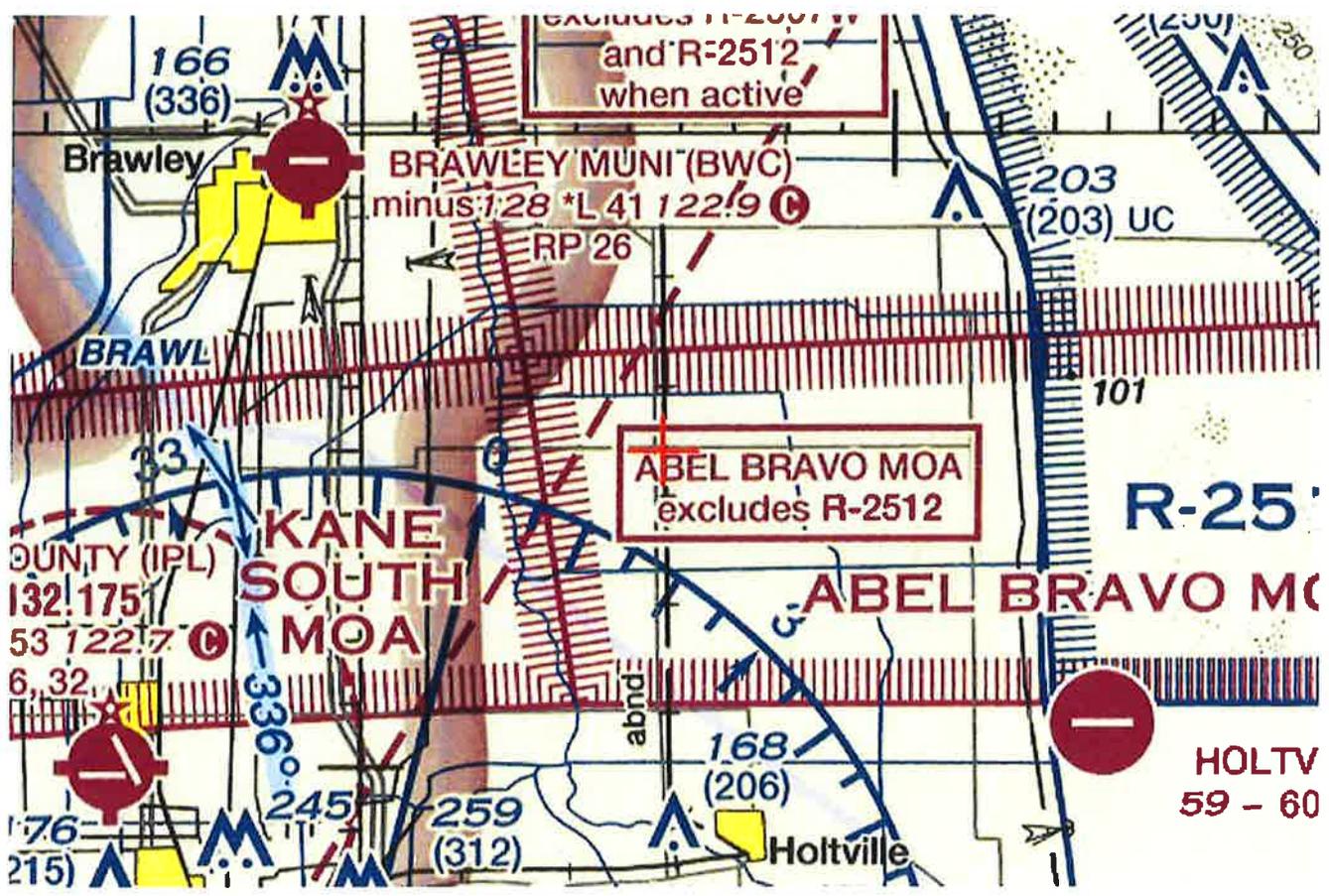
Frequency Data for ASN 2022-AWP-12869-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2022-AWP-12869-OE



Sectional Map for ASN 2022-AWP-12869-OE



Fall Zone Certification

March 3, 2023

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

RE: Proposed 200' Sabre Self-Supporting Tower for Brawley, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design a tower for the above referenced project for a Basic 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, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Structures". The tower 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 tower 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 one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries.* In the unlikely event of total separation, this would result in a fall radius less than or equal to 30 feet.

Sincerely,



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

3/3/23

Site Plan



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DESIGN BY: []
 CHECKED BY: []

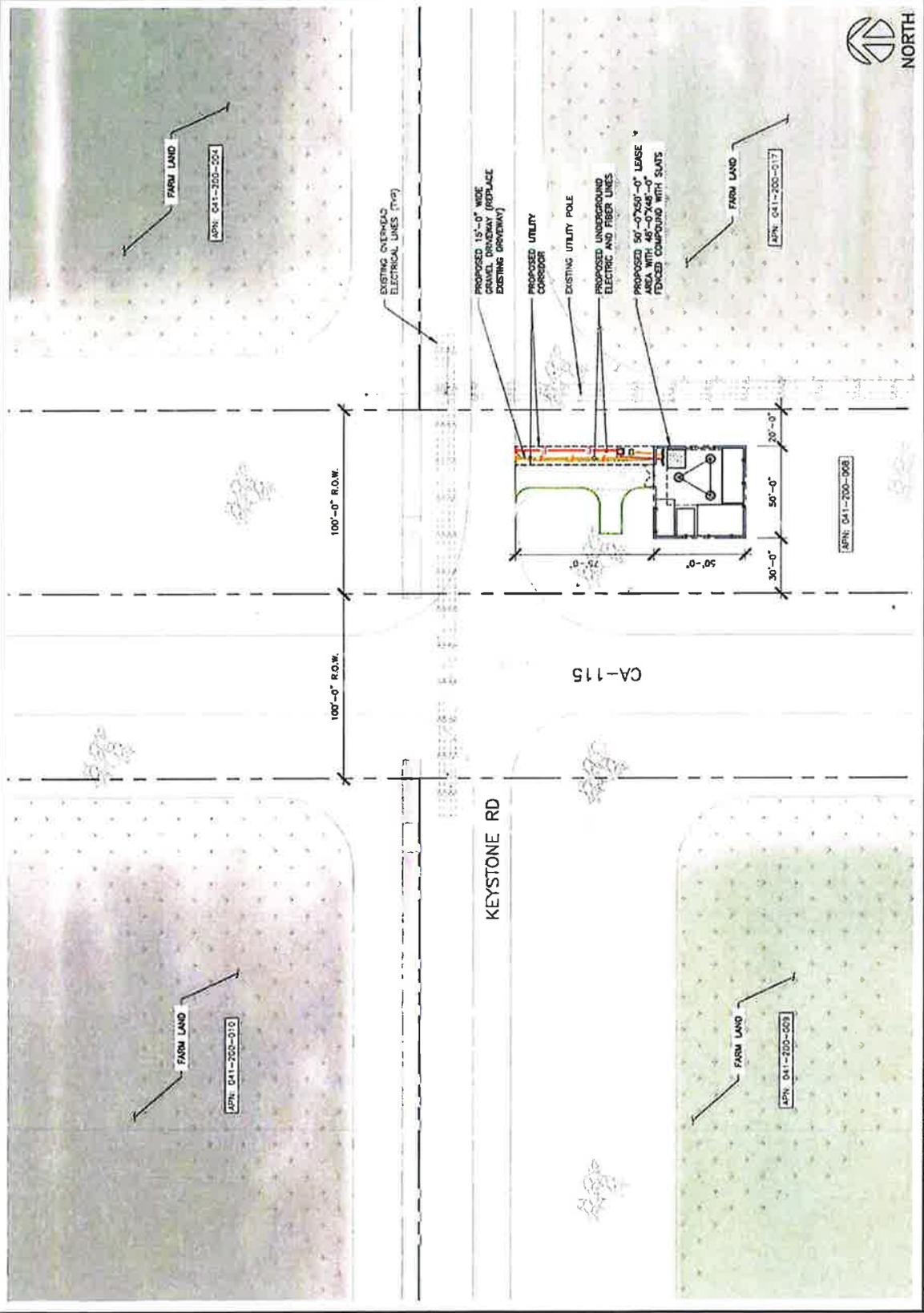
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA AND THAT I AM THE DESIGNER OF THESE DRAWINGS.

SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
OVERALL
SITE PLAN

SHEET NUMBER:
C-1



1
 SCALE: 1" = 200'-0" (VERT)
 1" = 400'-0" (HORIZ)
 OVERALL SITE PLAN

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



ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: SM
 CHECKED BY: RSM

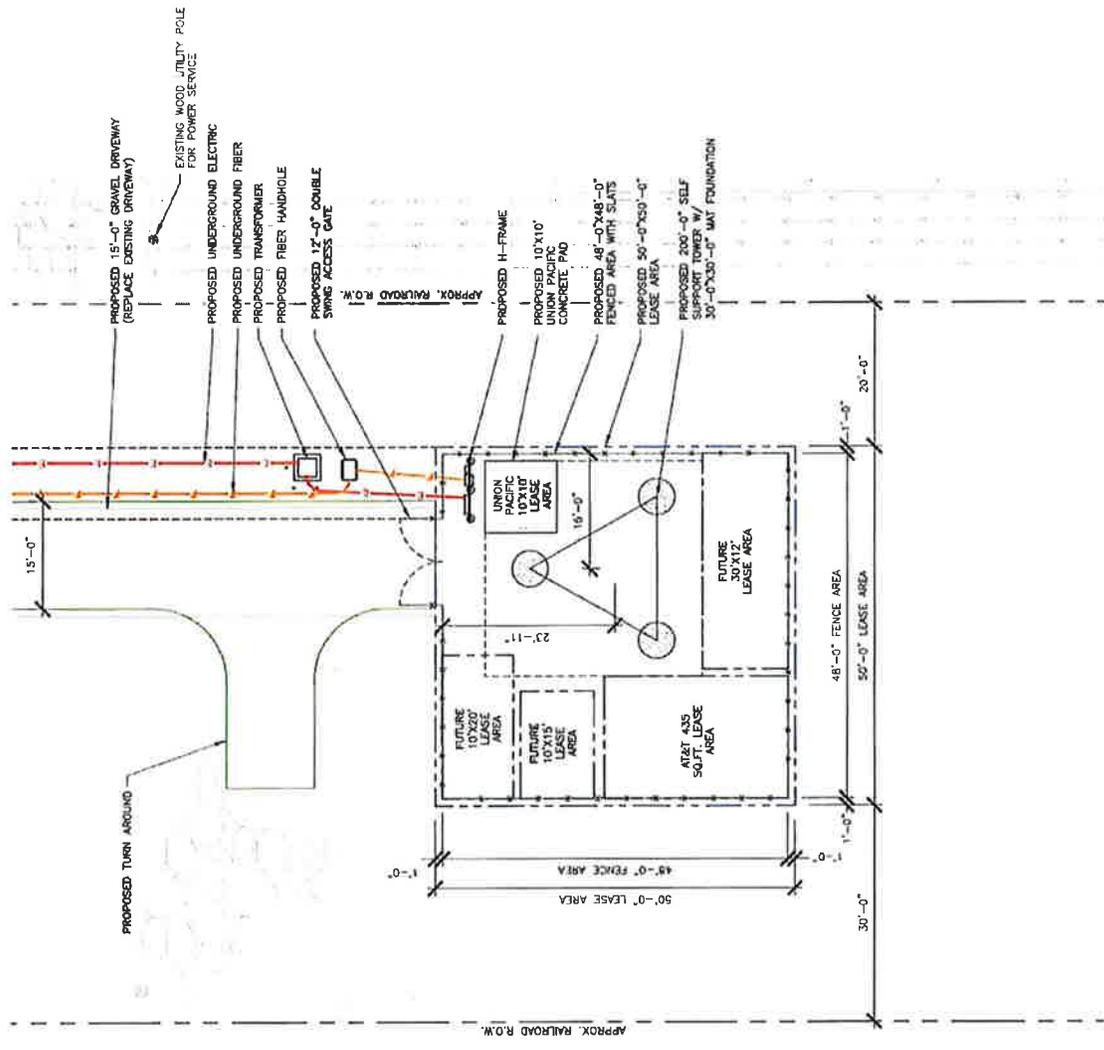
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/23/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. THESE DRAWINGS SHALL BE VOID AND INVALID FOR CONSTRUCTION UNLESS THEY ARE PROVIDED BY ME UNDER MY SEAL AND SIGNATURE AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
 BRAWLEY
 SITE ADDRESS:
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 ENLARGED
 SITE PLAN

SHEET NUMBER
 C-2



1 | ENLARGED SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: [blank] [blank]

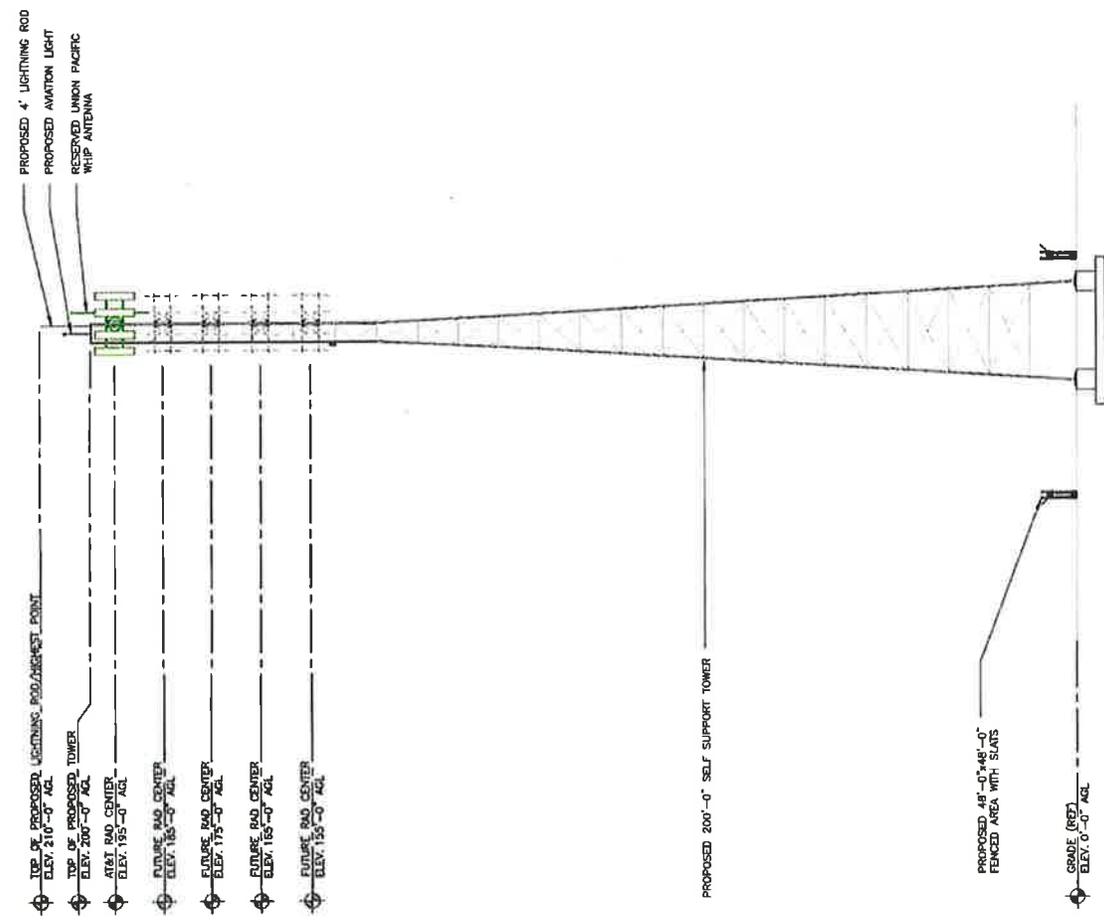
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I, ARCHITECT, CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE REGULATIONS AND REQUIREMENTS OF THE STATE OF CALIFORNIA.

SITE NAME
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
A-1



1 SCALE - N.T.S.

TOWER ELEVATION

Lease

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 12 day of Apr. 1, 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 eighty-five feet (85.00'), by thirty feet (30.00'), containing a total of 2,550 square feet, combined with an approximate ten feet (10') by seventy-five foot, (75') access and utility corridor containing 750 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 Ninety-Five (195') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

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

1. **GRANT:**

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

2. **TOWER FACILITIES:**

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

3. **EQUIPMENT FACILITIES:**

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

4. PLANS:

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

5. PERMIT:

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

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

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

6. COST OF PERMITS:

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

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

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

7. GENERAL TERMS AND CONDITIONS:

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

8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in 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 [REDACTED] per year for the privileges and rights presented in this Agreement which rental shall increase by [REDACTED] annually. At such time as the amount equal to [REDACTED] 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 [REDACTED] annually, or [REDACTED] 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: 4/12/2022

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
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 12th day of April, 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 12th day of April, 2022

Gregory A. Brigham
Notary Public

My Commission Expires:

May 9, 2022

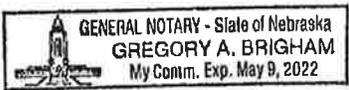
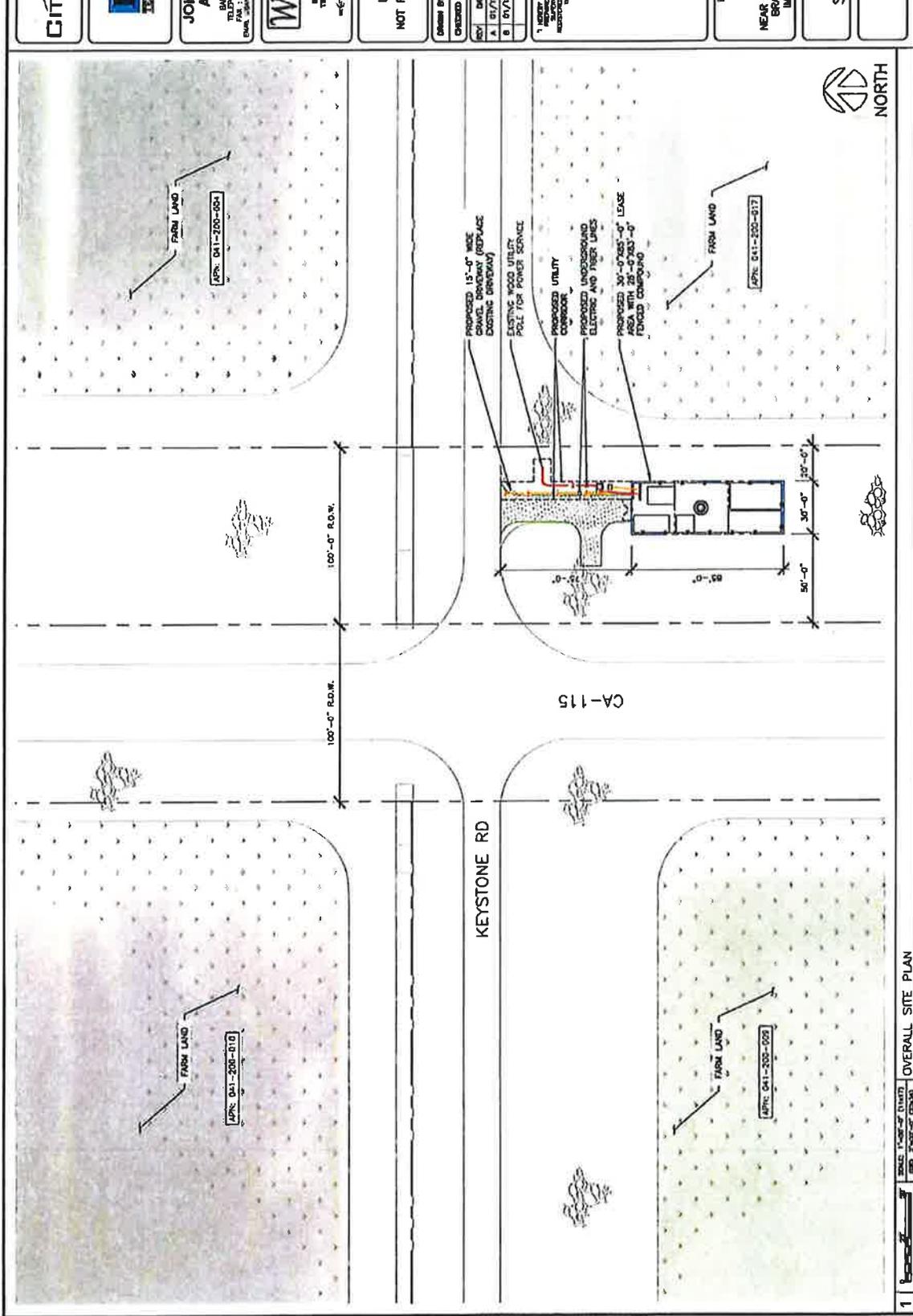


Exhibit A
Location Print Depicting the Premises



CITYSWITCH

LCC
TELECOMMUNICATIONS

JOHN M. BANKS ARCHITECT
BARRINGTON, IL 60010
TELEPHONE: 847-277-8078
FAX: 847-277-8079
WWW.JMBANKSARCHITECT.COM

WESTCHESTER
ENGINEERS
1000 W. COLLEEN
BARRINGTON, IL 60010
TELEPHONE: 847-377-8079
FAX: 847-277-8079
WWW.WESTCHESTERENGINEERS.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/14/22	REVISED LE

1. REFER TO THE TITLE AND LEGEND SHEETS FOR THE FULL DESCRIPTION AND TABLE OF CONTENTS OF THIS EXHIBIT.

FA # 10148055
SITE NAME: BRANLEY
SITE ADDRESS: KEYSTONE RD
BRANLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
OVERALL SITE PLAN
SHEET NUMBER
LE-1

SCALE: 1"=50'-0" (VERTICAL)
1"=100'-0" (HORIZONTAL)
1 | **OVERALL SITE PLAN**



JOHN M. BANKS ARCHITECT
 10000 S. 10TH ST.
 SUITE 100
 BRAWLEY, CA 92227
 TEL: 951-777-9070
 FAX: 951-777-9070
 EMAIL: jmbanks@jmbanksarchitect.com

WESTCHESTER
 641 DOWS CIRCLE
 BRAWLEY, CA 92227
 TEL: 951-777-9070
 FAX: 951-777-9070
 EMAIL: westchester@westchester.com

**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

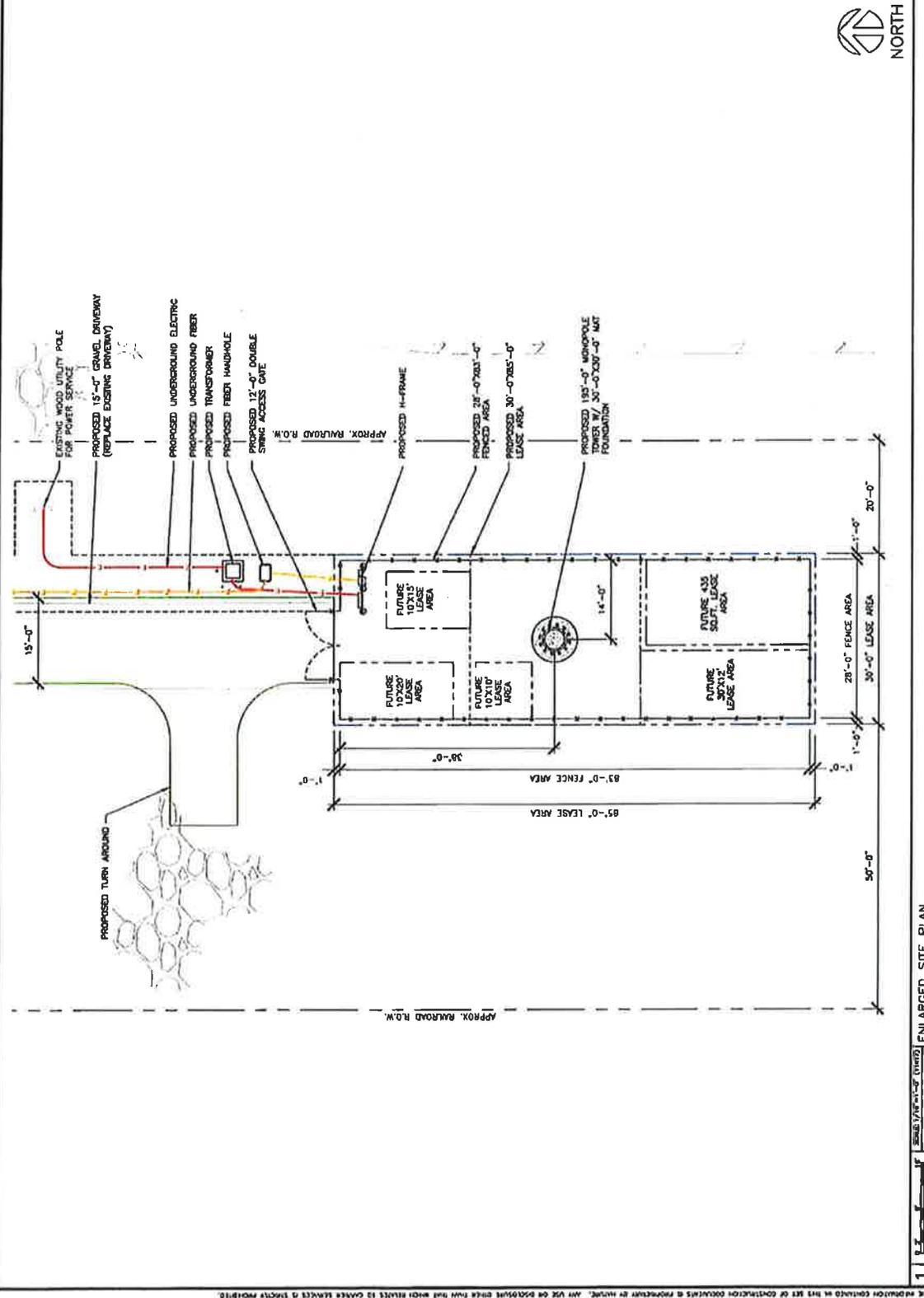
NO.	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/18/22	REVISED LEASE

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.

EA # 10148059
 SITE NAME:
 BRAWLEY
 321 ADAMS STONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**ENLARGED
 SITE PLAN**

SHEET NUMBER
LE-2



1 [Scale bar] ENLARGED SITE PLAN

THE FINDER CONTRACTOR HAS SET OF CONSTRUCTION DOCUMENTS IS PROTECTED BY COPYRIGHT. ANY USE OR REPRODUCTION OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF THE FINDER CONTRACTOR IS STRICTLY PROHIBITED.



JOHN M. BANKS ARCHITECT
 604 PINE CIRCLE
 SUITE 200
 BURBANK, CA 91502
 TEL: (818) 244-4270
 FAX: (818) 244-4271
 WWW.JMBANKSARCHITECT.COM



**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

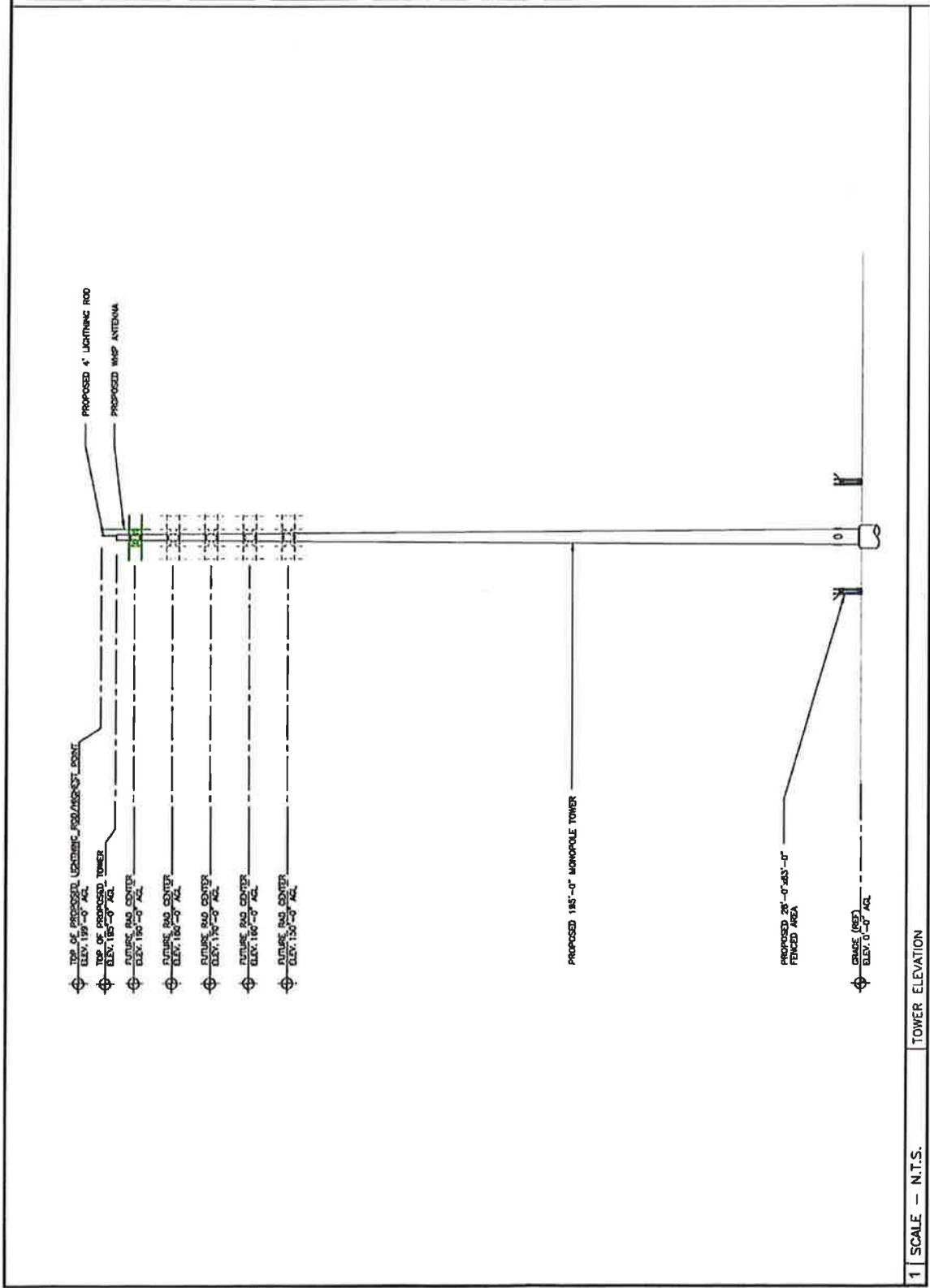
REV	DATE	DESCRIPTION
A	07/12/22	ISSUE EXHIBIT
B	07/19/22	ISSUED LE

1. THESE DRAWINGS HAVE BEEN PREPARED BY WESTCHESTER ENGINEERING, INC. FOR THE PROJECT AND THE CLIENT. WESTCHESTER ENGINEERING, INC. DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

TA # 101440039
 SITE NAME:
 BRAWLEY
 SITE ADDRESS:
 101440039 RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**TOWER
 ELEVATION**

SHEET NUMBER
LE-3



1 | SCALE — N.T.S. | TOWER ELEVATION

THE PROVISION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. WESTCHESTER ENGINEERING, INC. DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



JOHN M. BANKS ARCHITECT
 604 TORI CLEN
 BUREAU
 TELEPHONE: 847-277-0070
 FAX: 847-277-0080
 WWW: www.jmbanksarchitect.com



WESTCHESTER
 604 FOX GLEN
 BUREAU
 TELEPHONE: 847-277-0070
 FAX: 847-277-0080
 WWW: www.westchester.com

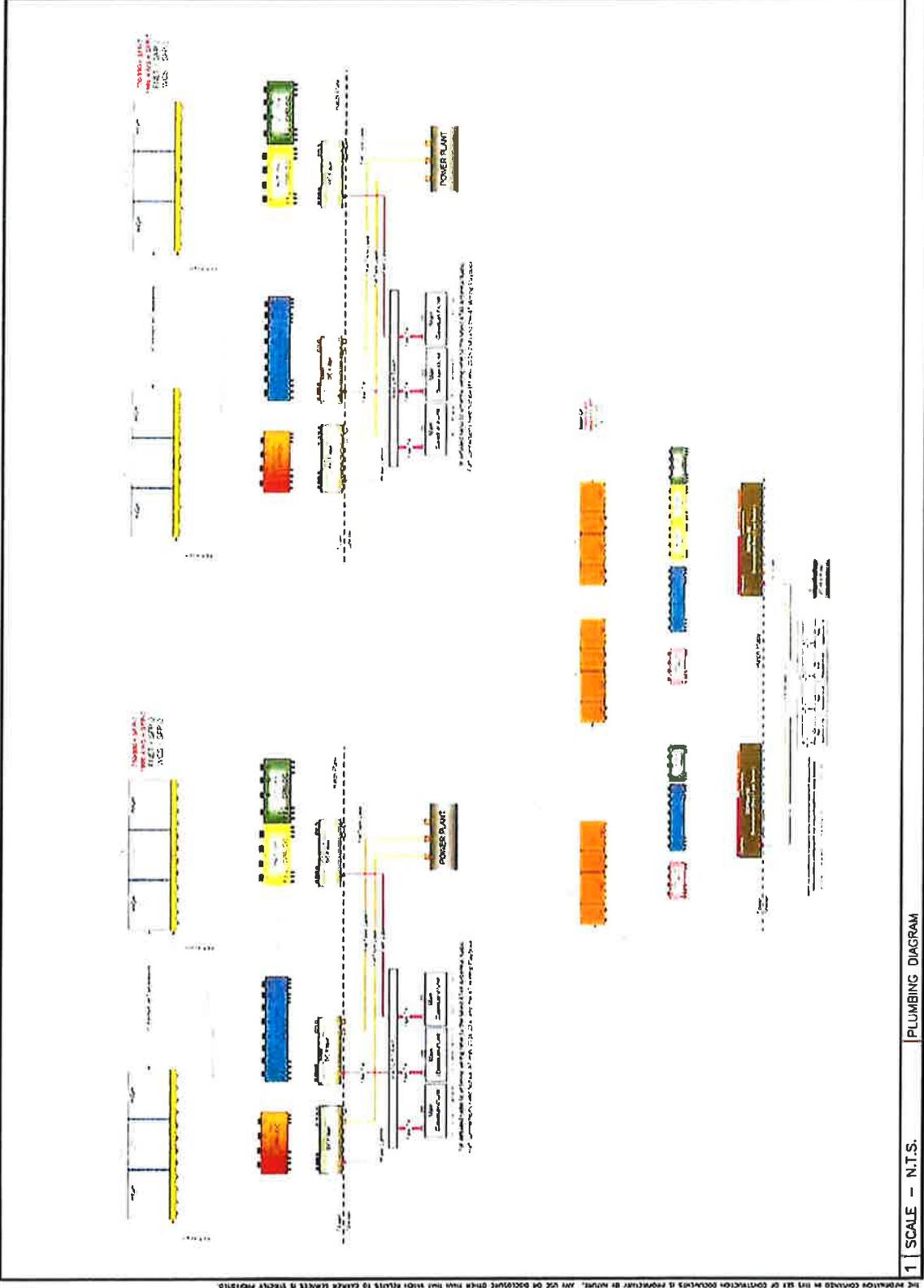
**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

OWNER:	IBM
DESIGNED BY:	IBM
DATE:	10/20/00
NO.:	10/20/00
BY:	10/20/00
REVISION:	10/20/00

FR # 101 ADDRESS
 SITE NAME:
 BRAMLEY
 NEAR EAST KEYSTONE RD
 BRAMLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**PLUMBING
 DIAGRAM**

SHEET NUMBER
LE-4



1 | SCALE - N.T.S. | PLUMBING DIAGRAM

THE INFORMATION CONTAINED IN THIS EXHIBIT OR CONSTRUCTION DOCUMENTS IS PREPARED BY ARCHITECT. ANY USE OR MODIFICATION OF THIS EXHIBIT OR CONSTRUCTION DOCUMENTS WITHOUT THE WRITTEN CONSENT OF ARCHITECT IS PROHIBITED.

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/es/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/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: Brawley
CitySwitch Site: CAC008
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 12 day of April, 2023, 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 ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

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

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

ACCEPTED BY: Licensor
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: 4/12/2022

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
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

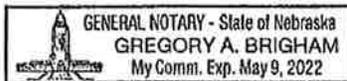
STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 12th day of April, 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 12th day of April, 2022.

[Signature]
Notary Public

My Commission Expires:



May 9, 2022

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 ¹
			Residential (dw/ac)	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 	6	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 2.5.
- 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/Imprcit.

Attachment “I”
Application and 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@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. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Vacant field
12. DESCRIBE PROPOSED SEWER SYSTEM	N/a
13. DESCRIBE PROPOSED WATER SYSTEM	N/a
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/a
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? No permanent employees

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	
Allison R. Burke	4/11/23
Print Name	Date
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"/> _____

CUP #
23-001

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
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	PHONE NUMBER 404-857-0858
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. 041-200-008	ZONING (existing) A-2
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115	
8. LEGAL DESCRIPTION See attached lease agreement	
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'.	
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :	
10. DESCRIBE THE ADJACENT PROPERTY East vacant parcel West vacant parcel North vacant parcel South vacant parcel	

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
Print Name: Michael Bieniek Date: 4/11/23
Signature: [Signature]
Allison R. Burke
Print Name: Allison R. Burke Date: 4/11/23
Signature: [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	_____	OTHER DEPT'S required.	_____
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> P. W.	_____
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.	_____
FINAL ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	DATE	<input type="checkbox"/> A. P. C. D.	_____
			_____	<input type="checkbox"/> O. E. S.	_____
			_____	<input type="checkbox"/> _____	_____

V#
13-0000



RECEIVED

Sherman & Howard LLC

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES



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

**NEAR EAST KEYSTONE ROAD
BRAWLEY, CA 92227
APN: 041-200-008**

**CITYSWITCH SITE NAME / # – BRAWLEY CAC008
AT&T SITE NUMBER - 10148059**

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
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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 – Brawley CAC009
AT&T Site - 10148059
Near East Keystone Road
APN 041-200-008
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 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-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 A-2, General Agriculture 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

Michael Bieniek, AICP
Zoning Director

Allison R. Burke

Allison R. Burke
Associate

Application Materials

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. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Vacant field
12. DESCRIBE PROPOSED SEWER SYSTEM	N/a
13. DESCRIBE PROPOSED WATER SYSTEM	N/a
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/a
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? No permanent employees

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
Print Name: _____ Date: 4/11/23
Signature: [Signature]
Allison R. Burke
Print Name: _____ Date: 4/11/23
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"/> _____

CUP #
23-001

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.

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. 041-200-008	ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
8. LEGAL DESCRIPTION See attached lease agreement		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'		
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 Bleniek, AICP
Print Name
[Signature]
Signature
4/11/23
Date

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

REQUIRED SUPPORT DOCUMENTS

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

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

V#
23-0006

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 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: Near East Keystone Road
Brawley, CA 92227

Parcel Number: APN: 041-200-008

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 200'-0" self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and telecommunications equipment to be located within a 50'-0" x 50'-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. UST71006
Reference No. Brawley
Site Name: Brawley

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Brawley, CA 92227

Parcel: 056-470-002

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. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : April 07, 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** :

Property card made by Property Card, in [Instrument No: Property Detail Report](#).

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).

For reference only, [Instrument No: SBE Map](#) , attached 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" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS** :

Parcel ID : 056-470-002
Tax Year : 2021
Status : Exempt

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

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

A survey is required for an accurate metes and bounds description.

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

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

None found within period searched.

5. OTHER RECORDED DOCUMENTS

5.1 Parcel Map No. M-891 Recorded July 18, 1977, in [Book 3, Page 72](#).

5.2 Certificate of Merger between Southern Pacific Company and Southern Pacific Transportation Company, Dated December 02, 1969, Recorded December 09, 1969, in [Book 1286, Page 821](#).

5.3 Township No. 16 South, Range No. 21 East, San Bernardino Meridian, California Recorded November 07, 1934, in [Instrument No: 1933 Government Survey](#).

5.4 Parcel Map No. M-1964 in [Book 8, Page 31](#).

Notes: For reference - shows portion of subject property as "not a part".

6. OTHER UNRECORDED DOCUMENTS

6.1 [Assessor's Map](#)

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1. Property card made by Property Card to Southern Pacific Company , in [Instrument No: Property Detail Report](#).

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).

For reference only, [Instrument No: SBE Map](#) , attached 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" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

Property Detail Report

CA

APN: 056-470-002-000

Imperial County Data as of: 12/29/2021

Owner Information

Owner Name: Southern Pacific Co
Vesting: Corporation
Mailing Address:

Occupancy: Unknown

Location Information

Legal Description: Por Sbe 872-13-9-3 Of Sec 21 16-21
APN: 056-470-002-000 Alternate APN: 0564700201
Munic / Twnshp: Twnshp-Rng-Sec:
Subdivision: Tract #:
Neighborhood: School District: San Pasqual Valley Unified
Elementary School: San Pasqual Valley... Middle School: San Pasqual Middle High School: San Pasqual Valley...
Latitude: 32.75386 Longitude: -114.76022

County: Imperial, CA

Census Tract / Block:

Legal Lot / Block:

Legal Book / Page:

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Price:
Buyer Name: Seller Name: Transfer Doc #:
Deed Type:

Last Market Sale

Sale / Rec Date: Sale Price / Type: Deed Type:
Multi / Split Sale: Price / Sq. Ft.: New Construction:
1st Mtg Amt / Type: 1st Mtg Rate / Type: 1st Mtg Doc #: N/A
2nd Mtg Amt / Type: 2nd Mtg Rate / Type: Sale Doc #: N/A
Seller Name:
Lender: Title Company:

Prior Sale Information

Sale / Rec Date: Sale Price / Type: Prior Deed Type:
1st Mtg Amt / Type: 1st Mtg Rate / Type: Prior Sale Doc #: N/A
Prior Lender:

Property Characteristics

Gross Living Area: Total Rooms: 0 Year Built / Eff:
Living Area: Bedrooms: Stories:
Total Adj. Area: Baths (F / H): Parking Type:
Above Grade: Pool: Garage #:
Basement Area: Fireplace: Garage Area:
Style: Cooling: Porch Type:
Foundation: Heating: Patio Type:
Quality: Exterior Wall: Roof Type:
Condition: Construction Type: Roof Material:

Site Information

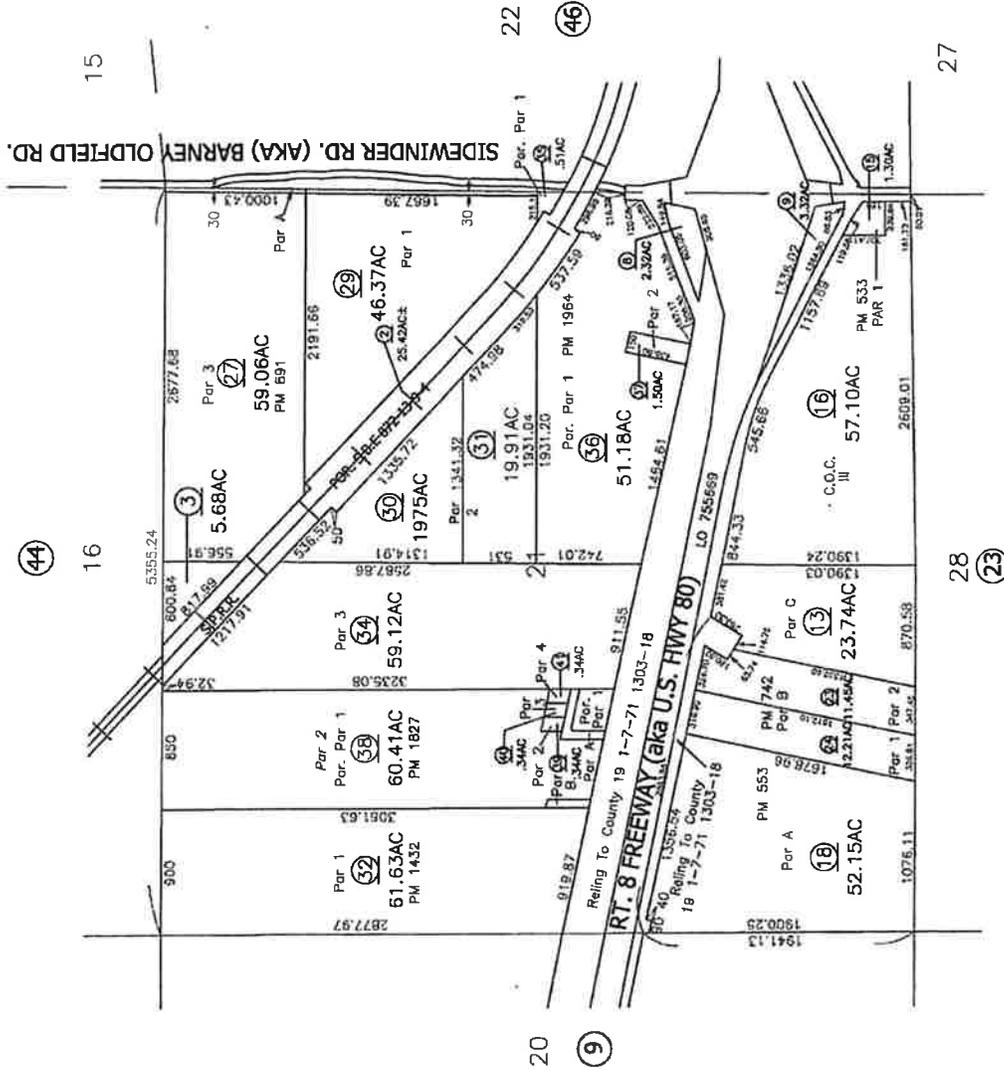
Land Use: Public School Lot Area: 1,165,230 Sq. Ft. Zoning:
State Use: Lot Width / Depth: # of Buildings:
County Use: 604 - Schools Usable Lot: Res / Comm Units:
Site Influence: Acres: 26.75 Water / Sewer Type:
Flood Zone Code: A Flood Map #: 06025C1875C Flood Map Date: 09/26/2008
Community Name: Fort Yuma Indian Reservation Flood Panel #: 1875C Inside SFHA: True

Tax Information

Assessed Year: 2021 Assessed Value: Market Total Value:
Tax Year: Land Value: Market Land Value:
Tax Area: 94-002 Improvement Value: Market Imprv Value:
Property Tax: Improved %: Market Imprv %:
Exemption: Delinquent Year:

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

School information is copyrighted and provided by GreatSchools.org.



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. 337)

BLOW - UP
 From 56-10
 7-12-90 LS
 2-10-93 LS 8-28-12 MF

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

47 JOHN V. KEMMERSON
COURT

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

OFFICIAL
INTELLIGENCE
COURT
#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. 1969, at 2:35 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.



J. Eugene Bunting

Secretary of State

R. H. Caldwell

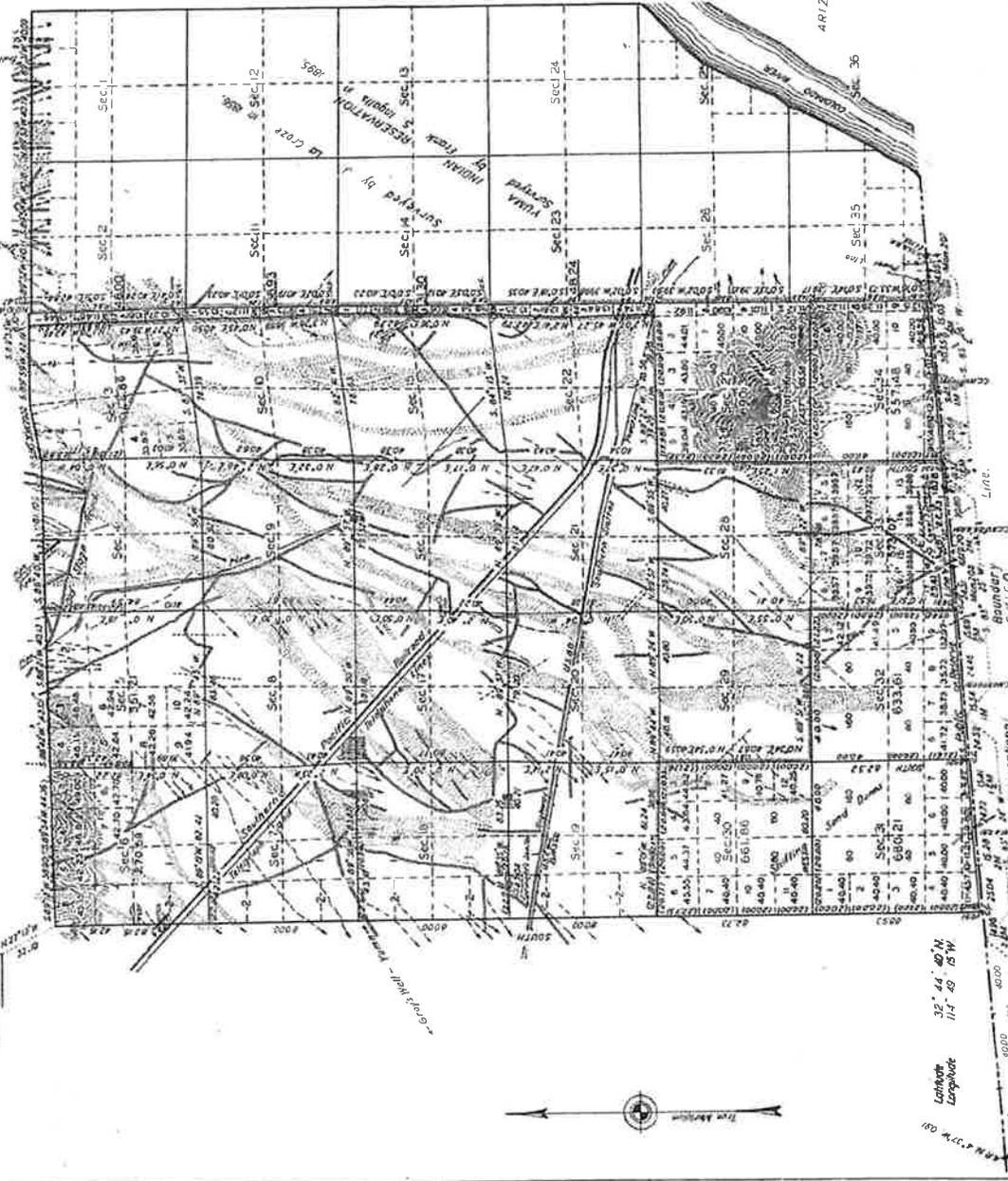
Acting Secretary of State

DUPLICATE

TOWNSHIP N° 16 SOUTH, RANGE N° 21 EAST, SAN BERNARDINO MERIDIAN, CALIFORNIA.

Sec 36
T. 15 S. R. 20 E.

DEPENDENT AND INDEPENDENT RESURVEY 4ND SURVEY



Area resurveyed 13955.57 Acres
surveyed 1714.57

LINES DESIGNATED BY WHOM SURVEYED	GROUP	DATE	RELEASE		WHEN SURVEYED	COMPLETED
			MIS.	CHS.		
Extension	H	20-4-1931	12	19 37	19 31	19 31
Subdivisional	J	5-1-1931	4.4	37 52	5-1-1931	5-1-1931
Exterior	L		4.4	37 52		
International Boundary			1	5.37		
Miscellaneous						

Office of U.S. Supervisor of Surveys
Denver, Colorado, November 7, 1934

The above copy of the original survey map of the San Bernardino Meridian, California, which was drawn on the basis of the survey thereof which have been examined and approved.

Wm. H. Johnson
U.S. Supervisor of Surveys

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D.C., April 10, 1934

The above copy of the original survey map of the San Bernardino Meridian, California, which was drawn on the basis of the survey thereof which have been examined and approved.

D. C. Davis
Acting Assistant Commissioner

13955.57
DUPLICATE PLAT
The following conditions are to be observed in the use of this plat:
1. It is to be used only in connection with the original survey.
2. It is to be used only in connection with the original survey.
3. It is to be used only in connection with the original survey.
4. It is to be used only in connection with the original survey.
5. It is to be used only in connection with the original survey.
6. It is to be used only in connection with the original survey.
7. It is to be used only in connection with the original survey.
8. It is to be used only in connection with the original survey.
9. It is to be used only in connection with the original survey.
10. It is to be used only in connection with the original survey.

This plat of the survey of Secs. 1 to 36, T. 15 S., R. 20 E., S. B. Meridian, California, and reestablishment of the lines of the original survey as shown upon the plat approved February 6, 1931, in their true original positions, and the original survey of the San Bernardino Meridian, California, which was drawn on the basis of the survey thereof which have been examined and approved.

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# 041-200-008 Near East Keystone 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 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 A-2, General Agriculture zone. Pursuant to Sections 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 at the southeast corner of the intersection of East Keystone and Highway 115.

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 Brawley 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# 041-200-008 Near East Keystone 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 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-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 East Keystone Road. 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 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 A-2 General Agriculture zone pursuant to Section 9051902(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 in a vacant field, 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 self-support lattice tower is designed to be 200'-0" with a 10' lightning rod for a total height of 210'-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 200'-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 200'-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 to run along the legs of the tower 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 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is above the 200' threshold requiring lighting per the FAA. Therefore, lighting will be required.

- 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 East Keystone Road.

- 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 0.18 miles north 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 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 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.

- 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.

- 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 200'-0" self-support lattice tower is not exempt under Section 92401. Therefore, a Conditional 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 0.18 miles south 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 in a vacant field. 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 in a vacant field with no residential use in the area 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 A-2 zone is “to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The A-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the A-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 at the southwest corner of East Keystone and Highway 115 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 A-2 (General Agriculture) 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 A-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 0.18 miles south 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 in a vacant field and will host communication equipment for railroad use and will also service wireless providers. The property is also located 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 as the southwest corner of the intersection of East Keystone and Highway 115. 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 a vacant field 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 0.18 miles south 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 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest 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 in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south 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 self-support lattice design for the tower which is the least obtrusive design for a 200' 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**

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 [Two] 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 [Three] million dollars.

8. Since AT&T located on the SBA Tower in [6/27/2013], rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since [6/27/2013], which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from SBA. Unlike other tower companies, SBA has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in decommissioning its Wireless Facilities installation on the SBA Tower and relocating to the CitySwitch Tower. Despite these relocation costs, the CitySwitch Tower remains a better co-location option for AT&T.

10. AT&T has made this determination because the current rents and other charges to co-locate on the SBA Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as CitySwitch.

11. AT&T has entered into nationwide development and master lease agreements with CitySwitch, which I am familiar with. Under these agreements, CitySwitch will construct, at its own expense, its own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by CitySwitch.

12. Per these agreements and as is the case with the CitySwitch Tower, AT&T pays CitySwitch rent in return for 30,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.

13. There are no other structures (other than the SBA Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

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

The CitySwitch Tower Provides Superior Mobile Service Functionality.

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

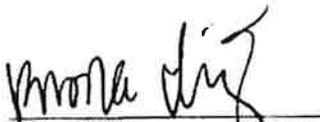
AT&T's lease agreement for the SBA Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the SBA Tower, it must apply to SBA which then triggers an application fee and a lengthy 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



Private
2025/02/28

Carrier Coverage Plots

CAL03747

Coverage Plots

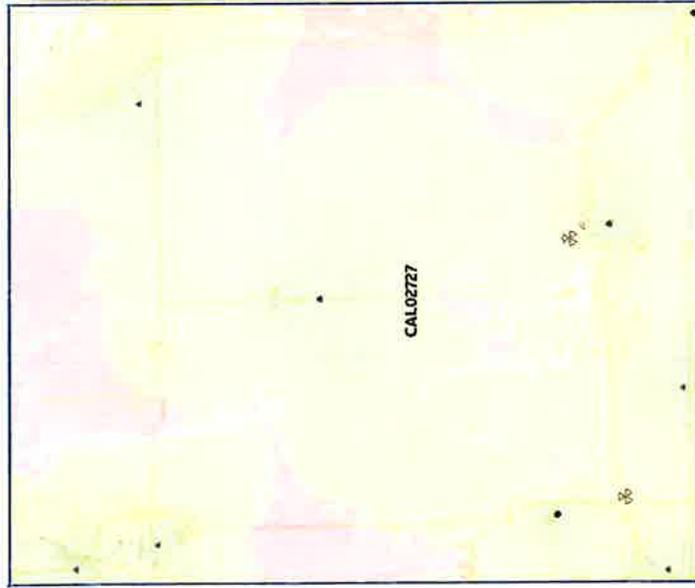
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CAL03747



Existing coverage with existing site location



Coverage without site



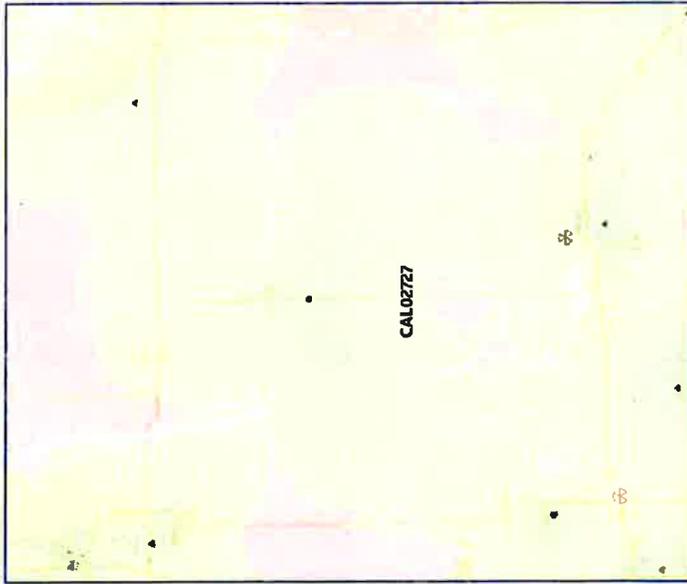
Existing location coverage only



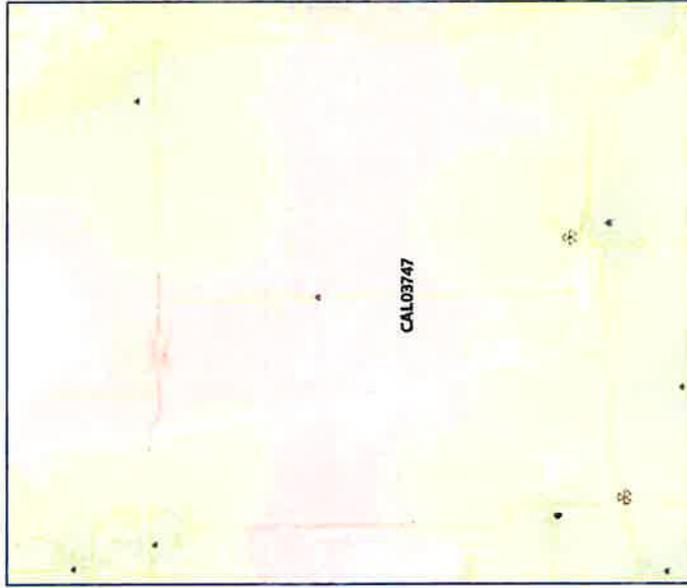
CAL03747



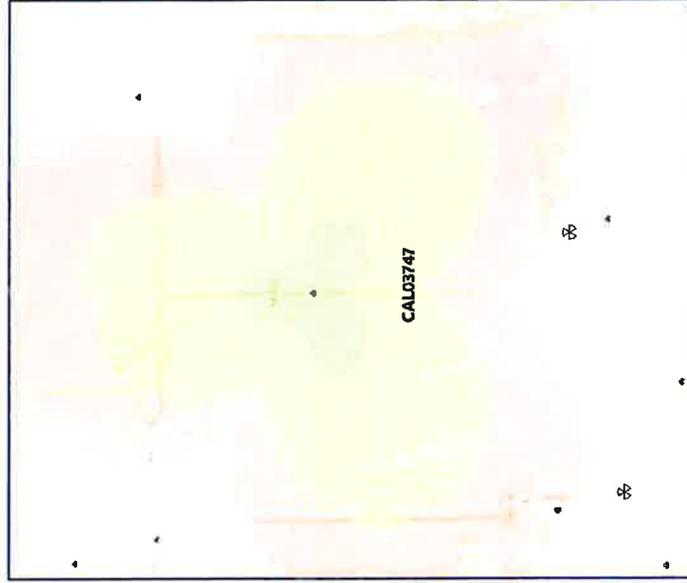
Existing coverage with new location



Coverage without site



New location coverage only



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-12869-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 Brawley
Location:	Brawley, CA
Latitude:	32-54-58.38N NAD 83
Longitude:	115-24-21.22W
Heights:	-85 feet site elevation (SE) 200 feet above ground level (AGL) 115 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-12869-OE.

Signature Control No: 539125699-551428762

(DNE)

Vivian Vilaro
Specialist

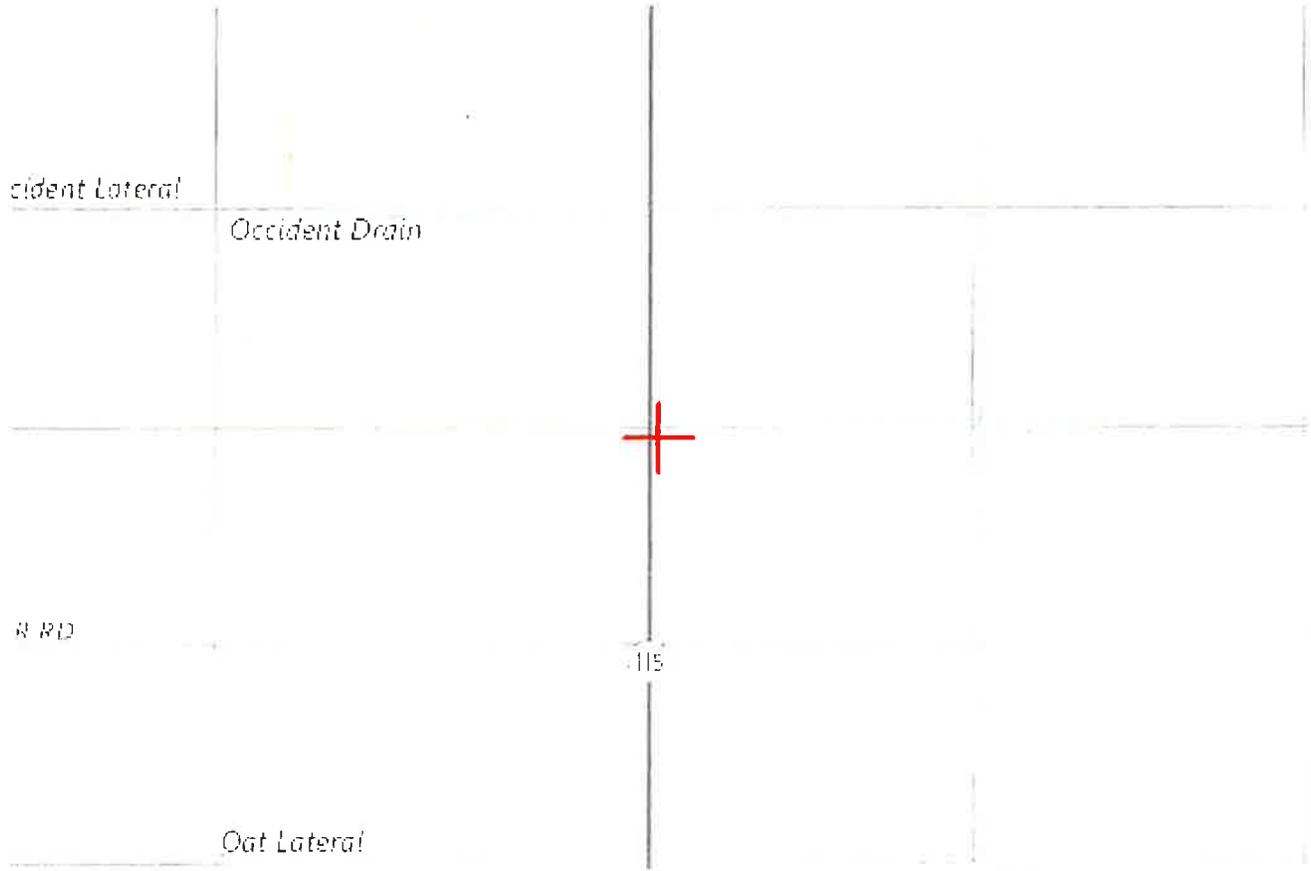
Attachment(s)
Frequency Data
Map(s)

cc: FCC

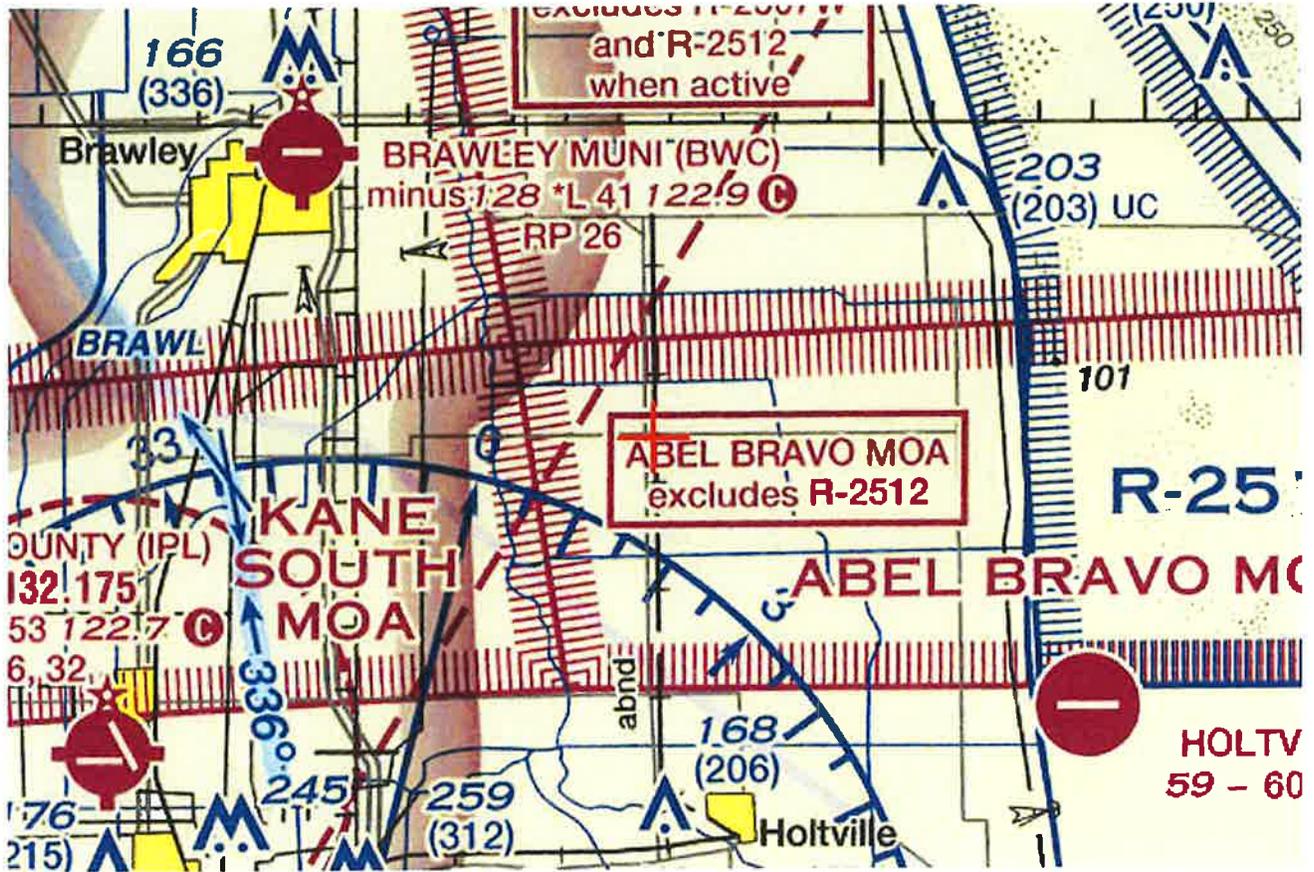
Frequency Data for ASN 2022-AWP-12869-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2022-AWP-12869-OE



Sectional Map for ASN 2022-AWP-12869-OE



Fall Zone Certification

March 3, 2023

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

RE: Proposed 200' Sabre Self-Supporting Tower for Brawley, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design a tower for the above referenced project for a Basic 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, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Structures". The tower will also meet the requirements of the 2022 California Building Code.

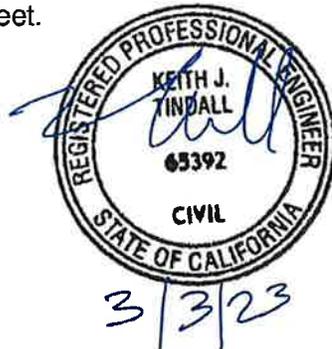
When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

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 one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries.* In the unlikely event of total separation, this would result in a fall radius less than or equal to 30 feet.

Sincerely,

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



Site Plan

ZONING DRAWINGS
NOT FOR CONSTRUCTION

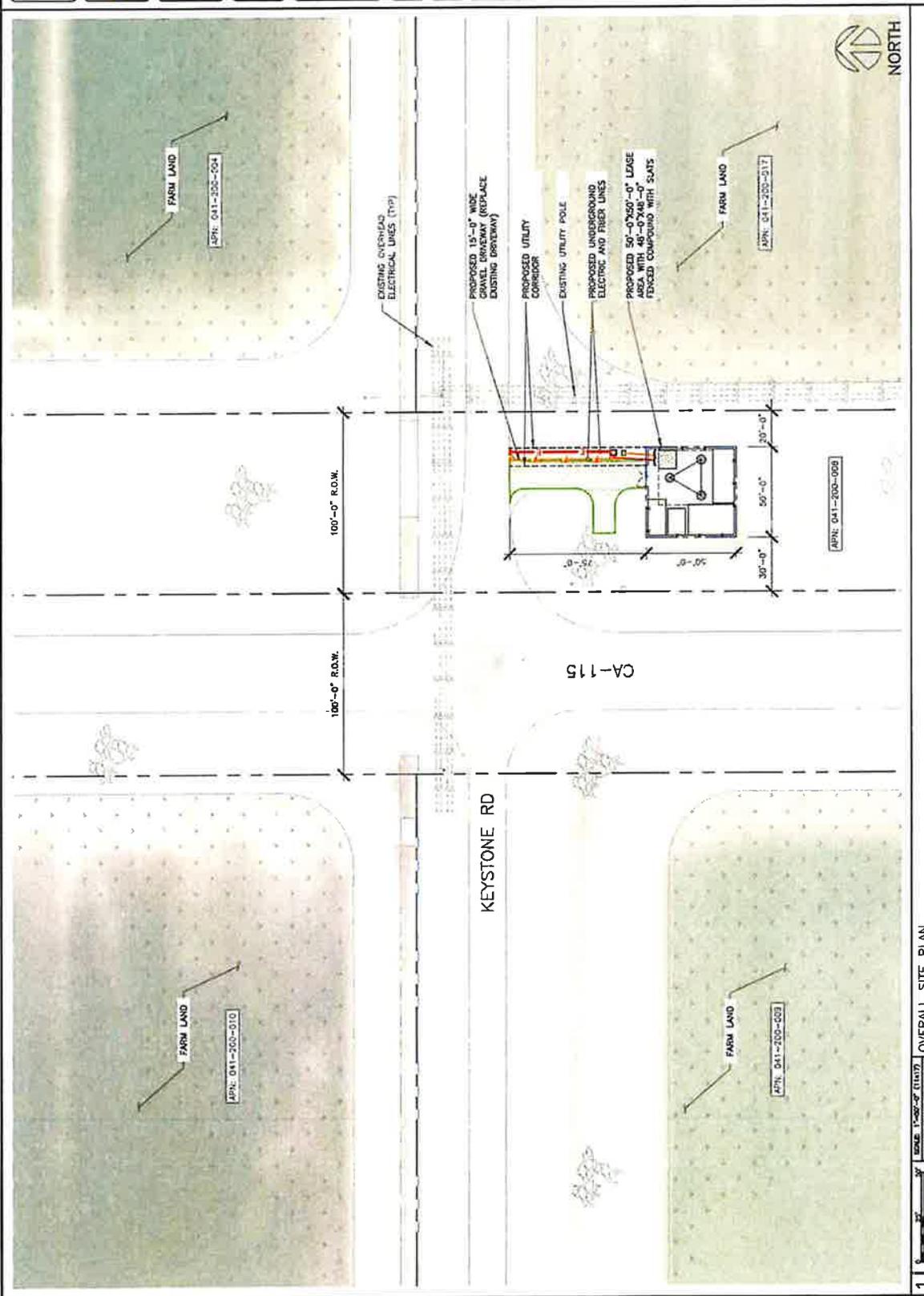
REV	DATE	DESCRIPTION
A	02/16/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1 THESE PLANS, MAPS, SPECIFICATIONS, AND CONTRACT DOCUMENTS SHALL BE USED ONLY FOR THE PROJECT AND SITE IDENTIFIED HEREIN. ANY OTHER USE OR REPRODUCTION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER IS STRICTLY PROHIBITED.

SITE NAME:
SITE NUMBER:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
OVERALL
SITE PLAN

SHEET NUMBER:
C-1



1 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY AND FOR THE USE OF THE ENGINEER OR ARCHITECT AND IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OR ARCHITECT. ANY OTHER USE OR REPRODUCTION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OR ARCHITECT IS STRICTLY PROHIBITED.

466 FOX GLEN
HARRINGTON, IL 60143
TEL: 815.771.7200
FAX: 815.771.7200
www.westchester.com

ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

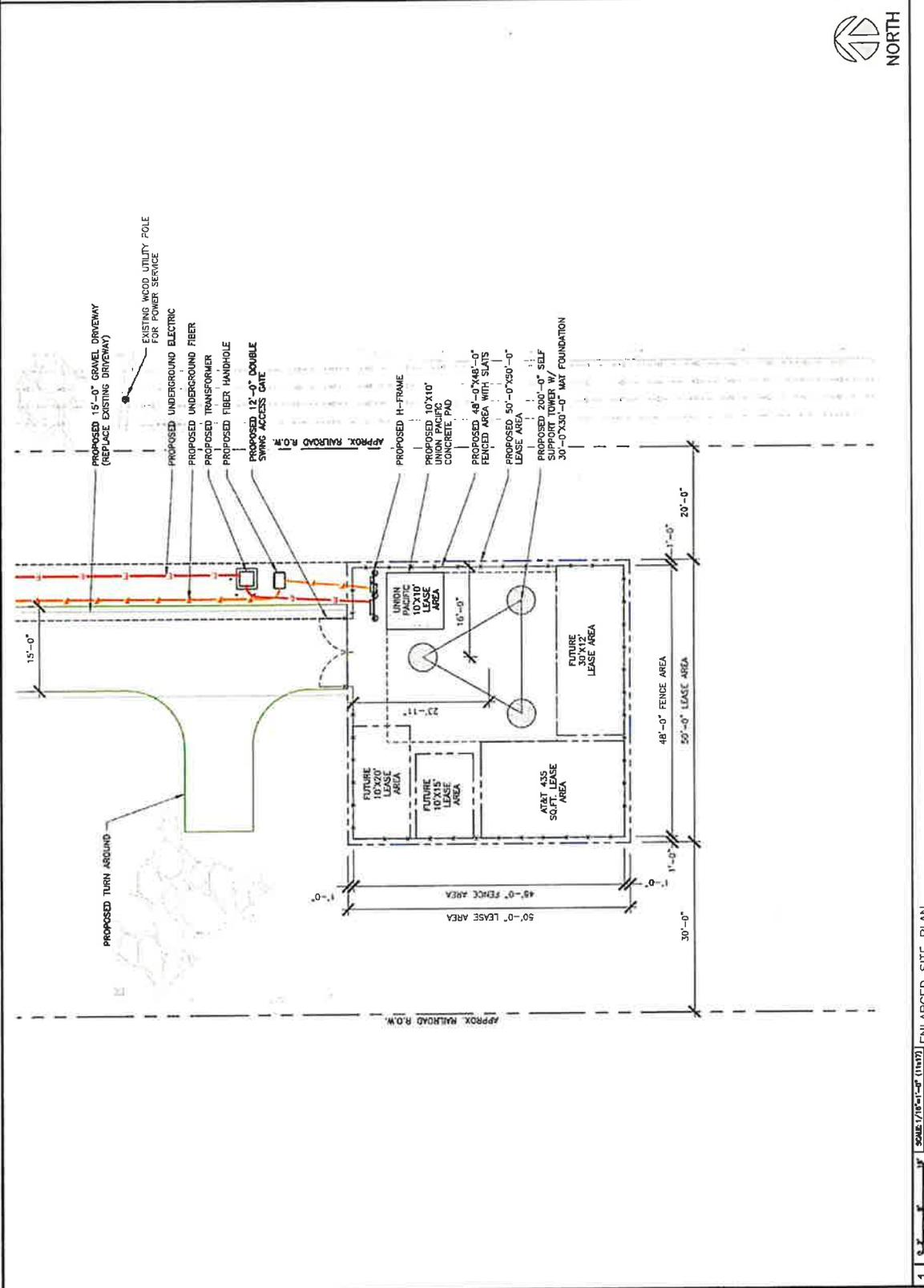
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

* NUMBER COUNTY, THAT THESE PLANS ARE PREPARED AND THAT I AM A duly licensed professional engineer in the State of California.

SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEWSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
ENLARGED
SITE PLAN

SHEET NUMBER
C-2





ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: _____
CHECKED BY: _____

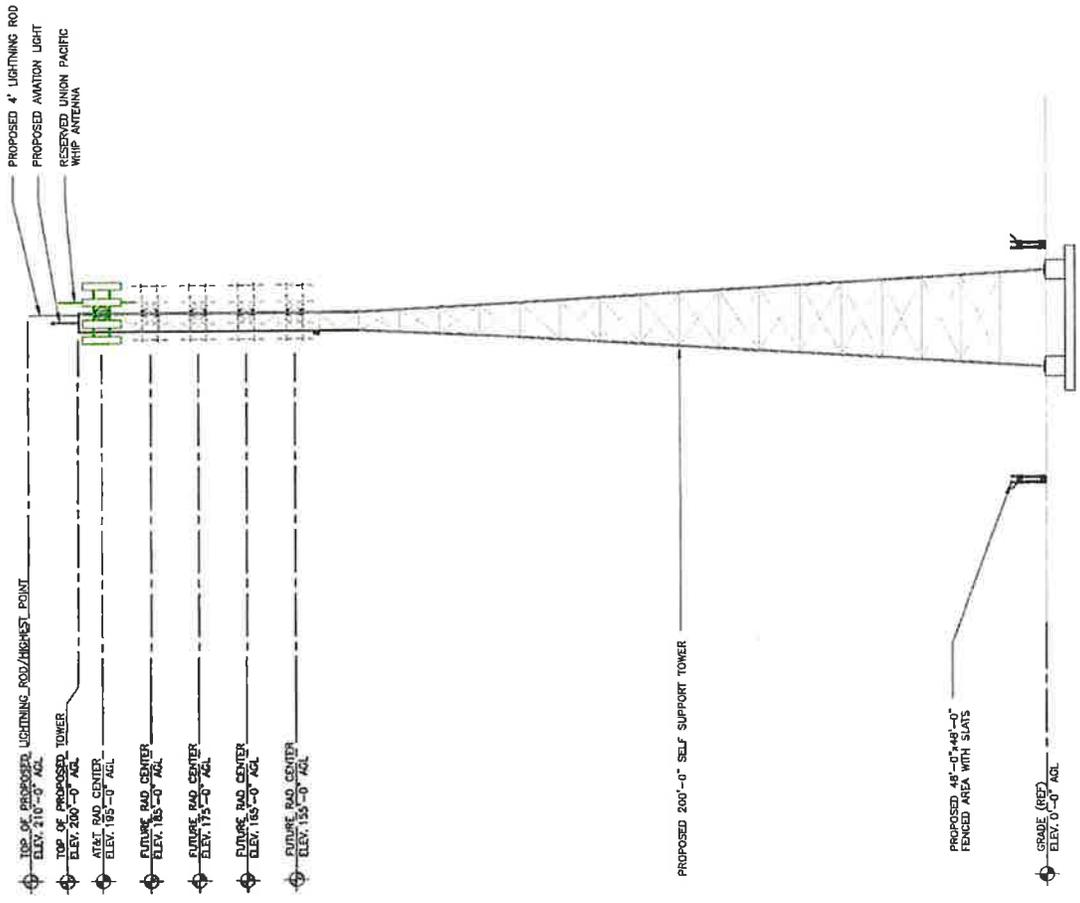
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
A-1



1 SCALE - N.T.S. TOWER ELEVATION

IF ANY INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS IN CONFLICT WITH ANY OTHER SET OF CONSTRUCTION DOCUMENTS OR ANY OTHER SET OF CONSTRUCTION DOCUMENTS, THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS SHALL PREVAIL.

Lease

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 12 day of April, 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 eighty-five feet (85.00'), by thirty feet (30.00'), containing a total of 2,550 square feet, combined with an approximate ten feet (10') by seventy-five foot, (75') access and utility corridor containing 750 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 Ninety-Five (195') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

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

1. GRANT:

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

2. TOWER FACILITIES:

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

3. EQUIPMENT FACILITIES:

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

4. PLANS:

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

5. PERMIT:

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

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

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

6. COST OF PERMITS:

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

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

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

7. GENERAL TERMS AND CONDITIONS:

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

8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in 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 [REDACTED] per year for the privileges and rights presented in this Agreement which rental shall increase by [REDACTED] annually. At such time as the amount equal to [REDACTED] of the total gross revenue collected by Licensee from all sublicenses at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by [REDACTED] annually, or [REDACTED] of the total revenue collected annually from Licensee's sublicenses at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

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

16. **TERM:**

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

17. **INTERFERENCE:**

Licensors 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: 4/12/2022

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
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 12th day of April, 2022, Chris D. Gobk 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 12th day of April, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2022



Exhibit A

Location Print Depicting the Premises

CITY SWITCH



JOHN M. BANKS
ARCHITECT
BRANSON, MO 64618
TEL: 417-237-0000
FAX: 417-277-0000
EMAIL: JMBANKS@CITYSWITCH.COM

WESTCHESTER
ENGINEERS
PLANNERS
ARCHITECTS
LANDSCAPE ARCHITECTS
BRANSON, MO 64618
TEL: 417-237-0000
FAX: 417-277-0000
WWW.WESTCHESTERENGINEERS.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

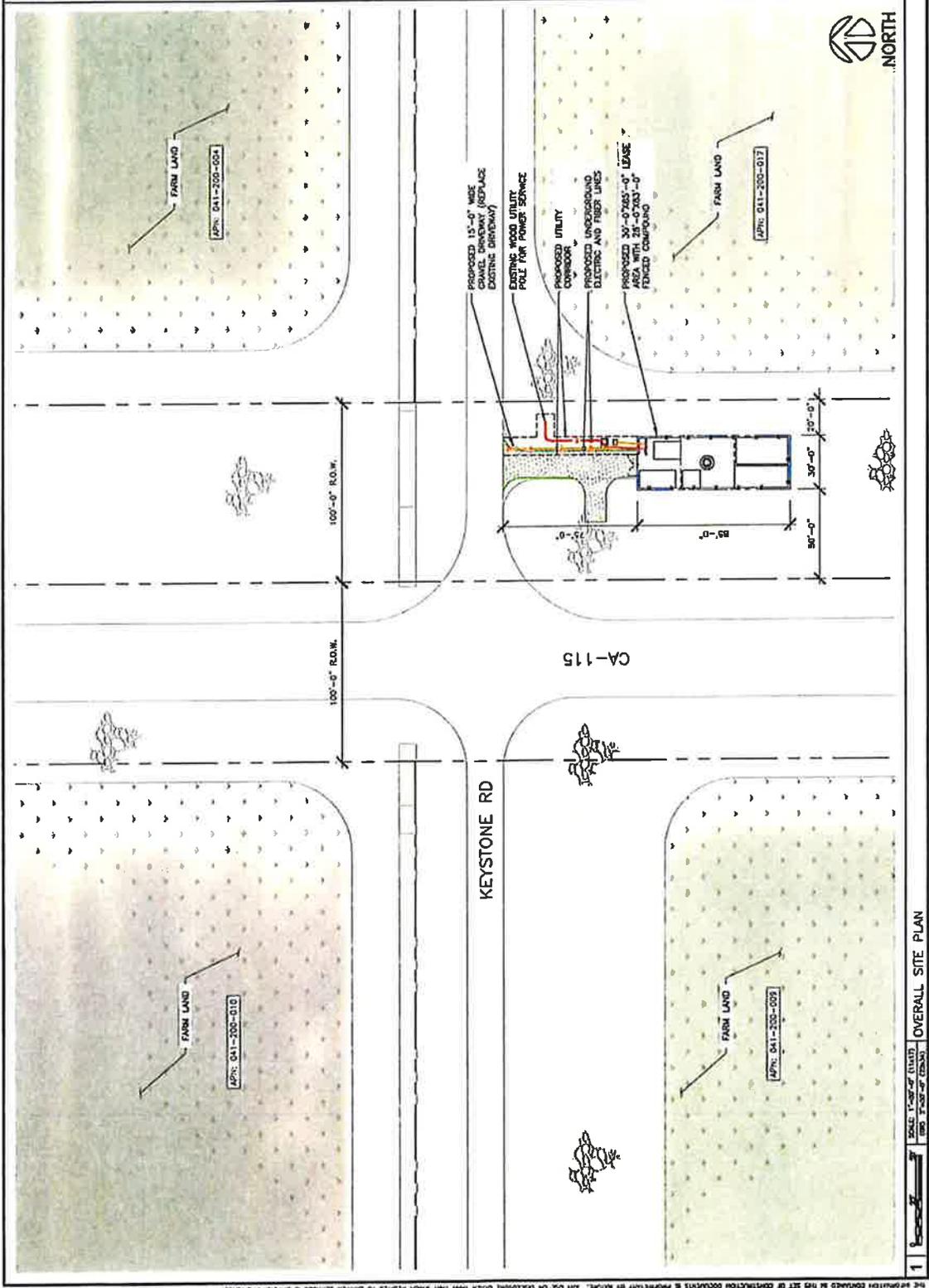
REV	DATE	DESCRIPTION
1	07/17/23	LOGO UPDATE
2	07/17/23	REVISED LE

1. THESE EXHIBITS AND THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND I AM NOT PROVIDING ANY WARRANTIES OTHER THAN THE USE OF THE TITLE OF THE EXHIBIT.

PA # 101480359
SITE NAME:
BRANWILEY
SITE ADDRESS:
NEAR E. MAIN ST. & W. 10TH ST.
BRANSON, MO 64618
IMPERIAL COUNTY

OVERALL
SITE PLAN

SHEET NUMBER
LE-1



SCALE: 1"=50'-0" (HORIZONTAL)
1"=100'-0" (VERTICAL)

1

THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF WESTCHESTER ENGINEERS, ARCHITECTS, PLANNERS & LANDSCAPE ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF WESTCHESTER ENGINEERS, ARCHITECTS, PLANNERS & LANDSCAPE ARCHITECTS IS STRICTLY PROHIBITED.

CITYSWITCH



**JOHN M. BANKS
ARCHITECT**
1000 G ST. #100
BRAWLEY, CA 92227
TELEPHONE 951-777-0070
FAX 951-777-0071
Email: jmbanks@jmbanksarchitect.com

WESTCHESTER
1800 GLEN
BRAWLEY, CA 92227
TELEPHONE 951-777-0070
FAX 951-777-0071
www.westchester.com

**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

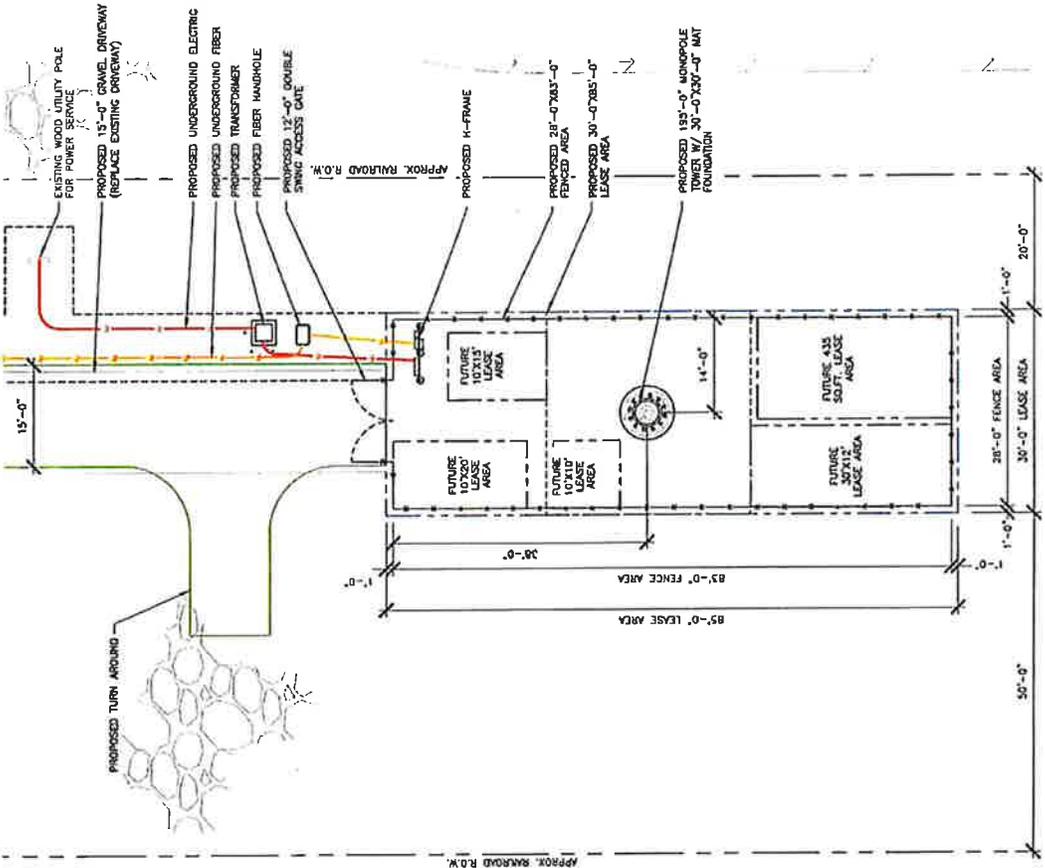
REV	DATE	DESCRIPTION
A	07/12/22	LEASE EXHIBIT
B	07/18/22	REVISED LEASE AREA

*ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE CONSTRUCTION. DIMENSIONS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE CONSTRUCTION.

PA 10148559
SITE NAME: BRAWLEY
SITE ADDRESS: NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

**ENLARGED
SITE PLAN**

LE-2



1 | ENLARGED SITE PLAN

THE ARCHITECT ASSURES THAT THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY HIMSELF, AND USE OF DESIGNERS OTHER THAN HIMSELF RESULTS IN CHANGES TO THESE DOCUMENTS.

CITY SWITCH



JOHN M. BANKS
ARCHITECT
504 THE CLIN
DANA POINT, CA 92629
TELEPHONE 949-277-0070
FAX 949-277-0070
EMAIL JOHN@JMBANKS.COM



LEASE EXHIBIT
NOT FOR CONSTRUCTION

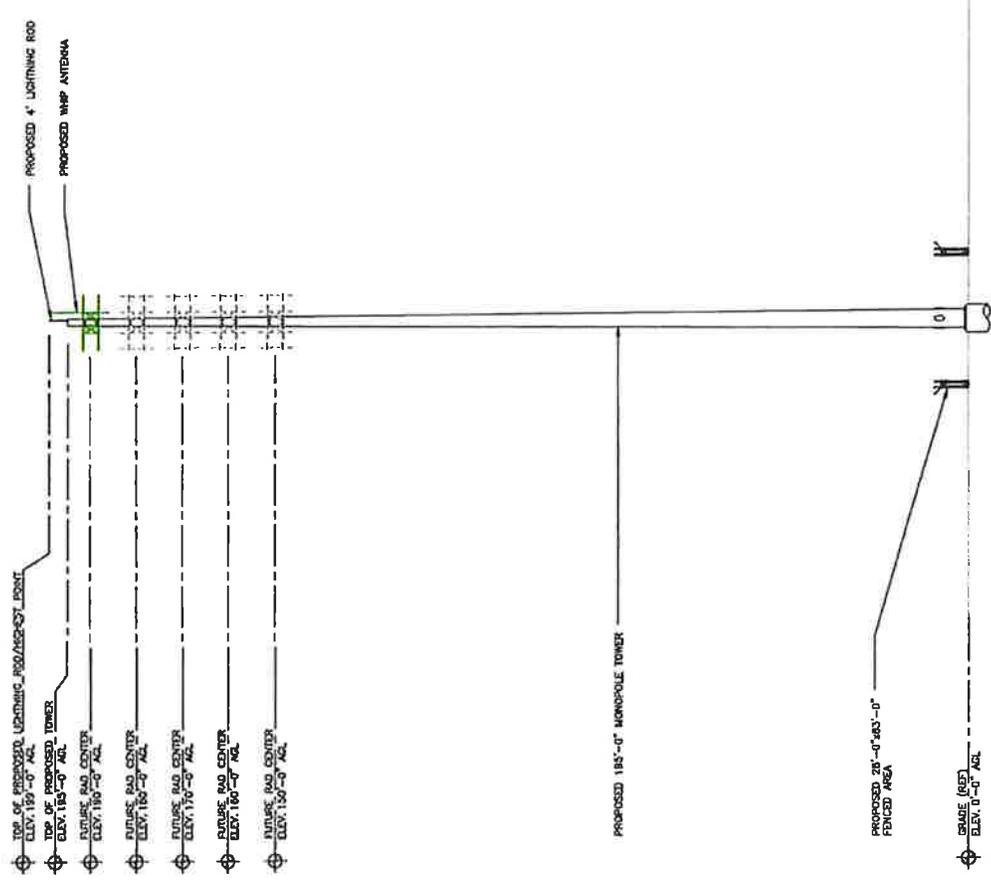
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/19/22	REVISED LE

1. THIS EXHIBIT IS A LEASE EXHIBIT AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF WESTCHESTER SERVICES, INC. AND 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, INC. A DIVISION OF THE STATE OF CALIFORNIA.

FA # 1018859
SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
LE-3



1 | SCALE -- N.T.S.

TOWER ELEVATION



JOHN M. BANKS ARCHITECT
 604 10th St. Suite 100
 BRAWLEY, CA 92527-4070
 TELEPHONE: 951-277-4070
 FAX: 951-277-4070
 EMAIL: JMBANKS@MSTC.COM



WESTCHESTER ENGINEERING
 604 BAYVIEW
 BRAWLEY, CA 92527-4070
 TELEPHONE: 951-277-4070
 FAX: 951-277-4070
 WWW.WESTCHESTERENGINEERING.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

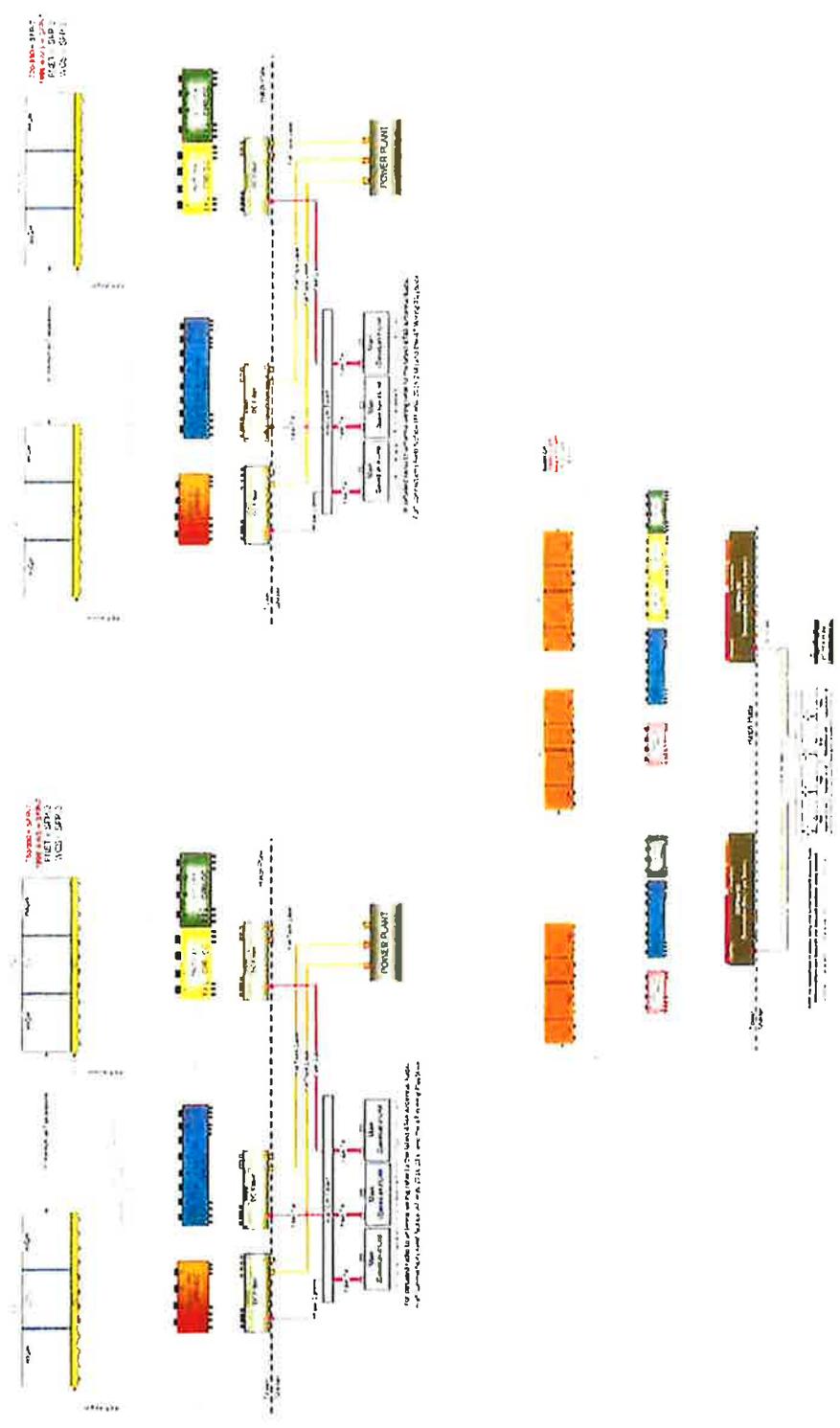
DRAWN BY:	MM
CHECKED BY:	BSM

REV	DATE	DESCRIPTION
A	07/17/22	LEASE DISMISSED
B	07/18/22	REVISED LEASE

FA 1014859
 SITE NAME:
 BRAWLEY
 SITE ADDRESS:
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92527
 IMPERIAL COUNTY

SHEET TITLE
PLUMBING
DIAGRAM

SHEET NUMBER
LE-4



1 SCALE - N.T.S. PLUMBING DIAGRAM

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY IN NATURE. ANY USE OR DISSEMINATION OTHER THAN THAT WHICH RESULTS TO CLARKE ENGINEERS IS STRICTLY PROHIBITED.

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_nativedocs/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: Brawley
CitySwitch Site: CAC008
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 12 day of April, 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 ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

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

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

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE:

DATE: 4/12/2022

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
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

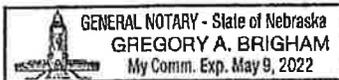
STATE OF Nebraska)
) ss.:
COUNTY OF Dawson)

On this 12th day of April, 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 12th day of April, 2022.

G. A. Brigham
Notary Public

My Commission Expires:



May 9, 2022

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.

Section 5 - E-911 INFORMATION - final									
OWNER	PARCEL NAME	PARCEL ID	EST. NUMBER	SEC AND PARCELS	LMI REQUIRE	RSN	DATE LMS FILE	DATE LMS FILE	
SECTOR A	E-911			INTRADO					
SECTOR B				INTRADO					
SECTOR C				INTRADO					
SECTOR D				INTRADO					
SECTOR E									
SECTOR F									
OWNER									

Section 9 - Cell Number - existing

Used (including New Section)	121 J17786	122 J181786	123 J177460	124 J180796	125 J180740	126 J180740	127 J180786	128 J180786	129 J180786	130 J180786	131 J180786
SECTION A CELL NUMBER	15	6	22	175	151						
SECTION B	16	9	27	176	151						
SECTION C	17	10	28	177	151						
SECTION D											
SECTION E											
SECTION F											
Other											
Used (including New Section)	121 J17786	122 J181786	123 J177460	124 J180796	125 J180740	126 J180740	127 J180786	128 J180786	129 J180786	130 J180786	131 J180786
SECTION A CELL NUMBER	6	27		147	55	175					
SECTION B	9	29		147	55	175					
SECTION C	10	34		148	57	177					
SECTION D											
SECTION E											
SECTION F											
Other											

Section 9 - Cell Number - final

Used (including New Section)	121 J17786	122 J181786	123 J177460	124 J180796	125 J180740	126 J180740	127 J180786	128 J180786	129 J180786	130 J180786	131 J180786
SECTION A CELL NUMBER	6	27		147	55	175					
SECTION B	9	29		147	55	175					
SECTION C	10	34		148	57	177					
SECTION D											
SECTION E											
SECTION F											
Other											

Section 10 - C/D/SAC - existing

	17 JUL 20	17 AUG 20	17 SEP 20	17 OCT 20	17 NOV 20	17 DEC 20	17 JAN 21	17 FEB 21	17 MAR 21	17 APR 21	17 MAY 21	17 JUN 21	17 JUL 21	17 AUG 21	17 SEP 21	17 OCT 21	17 NOV 21	17 DEC 21	
SECTION A C/D/SAC																			
SECTION B																			
SECTION C																			
SECTION D																			
SECTION E																			
SECTION F																			
OMN																			

Section 10 - C/D/SAC - final

	17 JUL 20	17 AUG 20	17 SEP 20	17 OCT 20	17 NOV 20	17 DEC 20	17 JAN 21	17 FEB 21	17 MAR 21	17 APR 21	17 MAY 21	17 JUN 21	17 JUL 21	17 AUG 21	17 SEP 21	17 OCT 21	17 NOV 21	17 DEC 21	
SECTION A C/D/SAC																			
SECTION B																			
SECTION C																			
SECTION D																			
SECTION E																			
SECTION F																			
OMN																			

Section 12 - CURRENT TI COUNTS existing

	# T1's	1st Call	2nd Call																	
LINK PORTAL	0																			
MF COMMING	0																			
FIBER w/ FIBERLINK	0																			
Tx Bond Model																				
Tx Bond QTY																				
MANFCU Bond Model																				
MANFCU Bond QTY																				
BBU Bond Model																				
BBU Bond QTY																				
BBU Location	Yes																			
FIBER LINKS	Yes																			
DC CABLE																				
DCRHW Dwn. Box																				
Revised Fibw Cable																				
Bundled DC Cable																				

PORT #	OTHER	NO. JUNCTIONS	0	4	TOP	1/2 inch or less	18											
ANTENNA PORTION 4																		
PORT 1	14705 A.V.S. 4	1.75	0	6	TOP	1.75	19											
PORT 2	14705 A.V.S. 4	1.75	0	6	TOP	1.75	19											

Section 17B - FINAL TOWER CONFIGURATION - SECTOR B

Antenna Location	Antenna Model / Model	Antenna Position 1	Antenna Position 2	Antenna Position 3	Antenna Position 4	Antenna Position 5	Antenna Position 6	Antenna Position 7															
ANTENNA LOCATION 1	ANTENNA MODEL - MODEL ANTENNA YERBOI ANTENNA HEIGHT W/ D ANTENNA WEIGHT AZIMUTH ELEVATION CENTER ANG MECHANICAL DIMENSI FEEDER APPROX	SEPARATION COMPOSITE SEPARATION COMPOSITE SEPARATION COMPOSITE SEPARATION COMPOSITE																					
ANTENNA POSITION 1	PORT NUMBER UNIT ID PORT 1 PORT 2 PORT 3 PORT 4	USED GAIN	ACTUAL TYP	ACTUAL CELL ID	TXRX	TEMPERATURE / FREQUENCY	ANTENNA ATOL	ANTENNA OAH	ELECTROMAGNETIC ASSESSMENT	ELECTROMAGNETIC TILT	FIELD LOCATION (Elevation/ Azimuth)	FREQUENCY	FEEDER TYPE	FEEDER LENGTH (FEET)	FEEDER ATTEN (DB)	TEMPERATURE OF LUD (C/F)	TEMPERATURE OF LUD (DB)	ANTENNA POWER (WATT)	ERP (WATT)	ANTENNA NET NAME	CABLE NUMBER	CABLE LENGTH	
ANTENNA POSITION 1	PORT 1 PORT 2 PORT 3 PORT 4																						
ANTENNA POSITION 2	PORT 1 PORT 2 PORT 3 PORT 4																						
ANTENNA POSITION 3	PORT 1 PORT 2 PORT 3 PORT 4																						

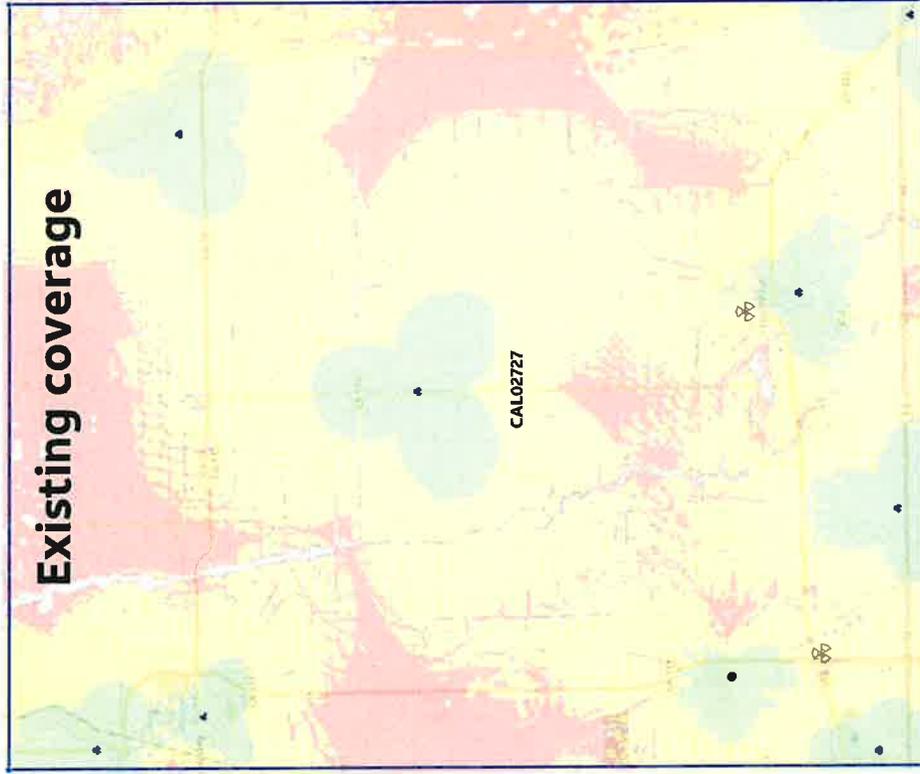
CAL03747

Coverage Plots

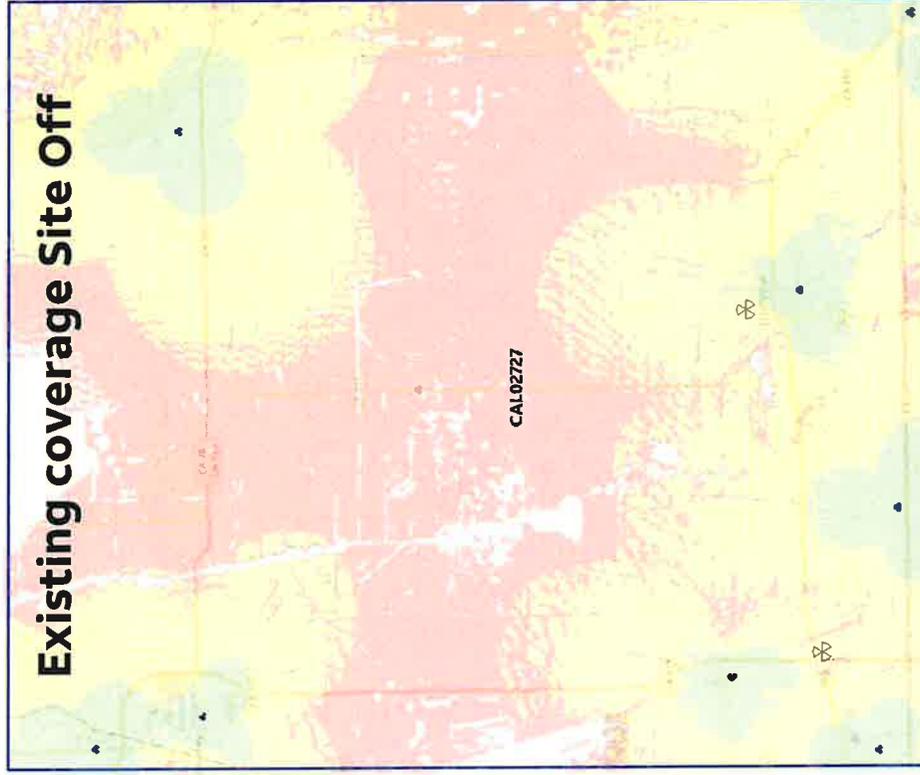
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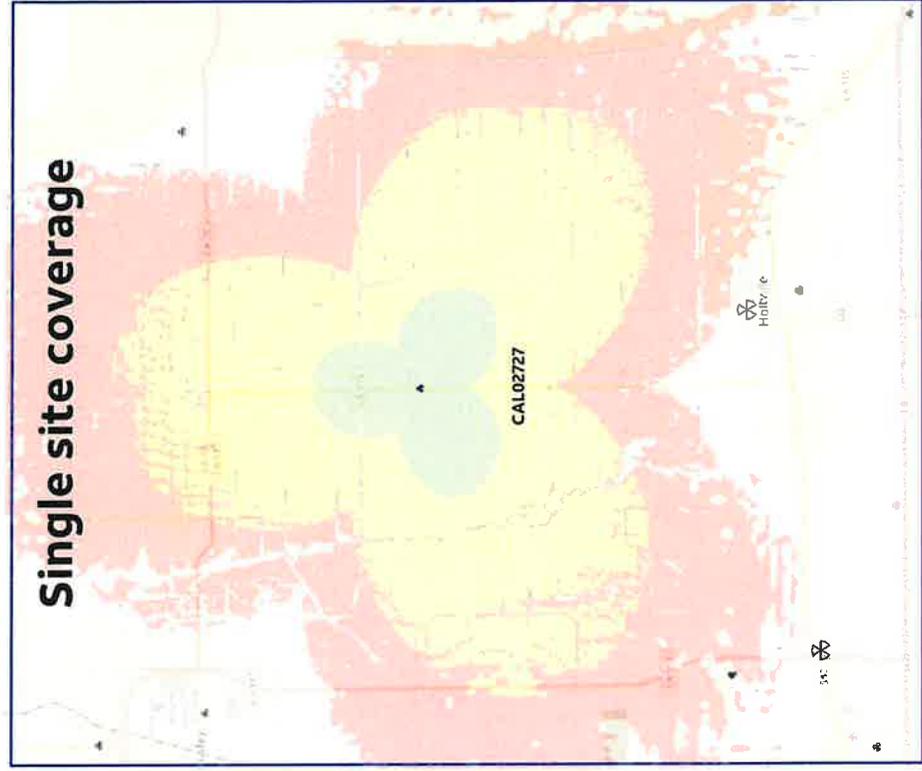
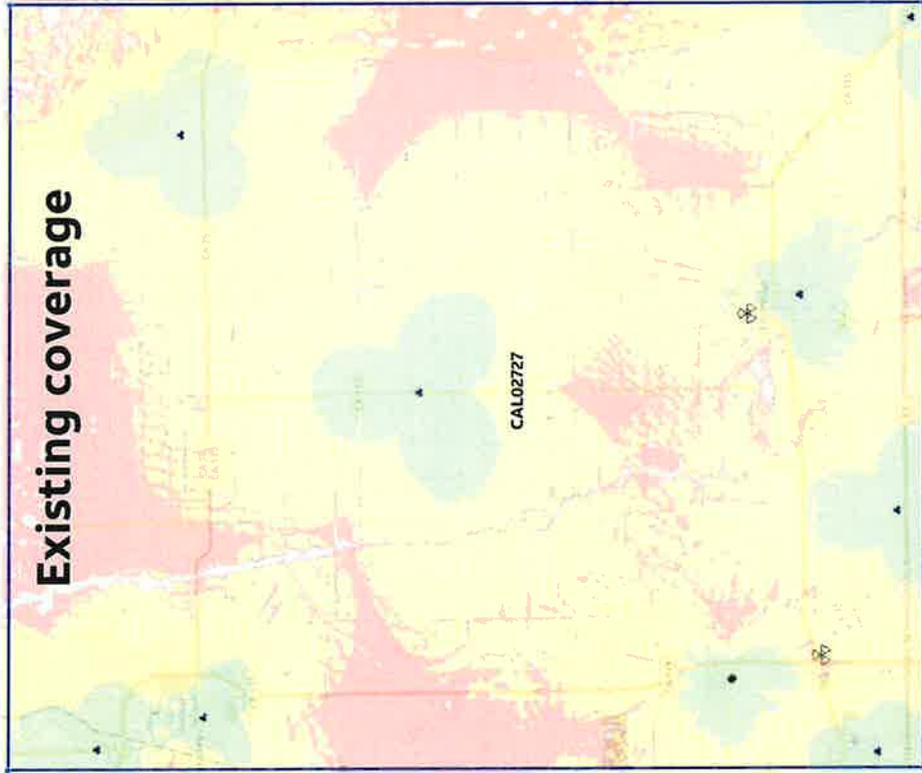
CAL03747



Good
Fair
Poor



CAL03747



Attachment “J”
NOI Comment Letters



IID

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Since 1911

November 27, 2023

RECEIVED

By Imperial County Planning & Development Services at 11:00 am, Nov 27, 2023

Mr. Gerardo A. Quero
Planner II
Planning & Development Services Department
County of Imperial
801 Main Street
El Centro, CA 92243

SUBJECT: NOI for the Preparation of a ND CitySwitch Telecom Tower Project; IS23-001, CUP23-0011; V23-0006

Dear Mr. Quero:

On November 22, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, the Notice of Intent for the preparation of a Negative Declaration for the CitySwitch telecom tower project near Keystone Road; Initial Study No. 23-0011, Conditional Use Permit No. 23-0011, Variance No. 23-0006. The applicant proposes to install a 200 ft. monopole tower with a 10 ft. lightning rod at a 50 ft. by 50 ft. site located at 1505 East Keystone Road Brawley, CA (APN 041-200-008-000).

IID has reviewed the project information and found that the comments provided in the August 2, 2023 district letter (see attached letter) continue to apply.

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

Jamie Asbury – General Manager
Mike Pacheco – Manager, Water Dept.
Matthew H Smelser – Manager, 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.



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Since 1911

August 2, 2023

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

SUBJECT: CitySwitch Telecom Tower Project CUP23-0011/V23-0006/IS23-0011

Dear Mr. Valenzuela:

On July 25, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, a request for agency comments on the telecom tower project near Keystone Road; Conditional Use Permit No. 23-0011, Variance No. 23-0006, Initial Study No. 23-0011. The applicant proposes to install a 200 ft. monopole tower with a 10 ft. lightning rod at a 50 ft. by 50 ft. site located on the southeast corner of the East Keystone Road and Highway 115 intersection, Brawley, CA (APN 041-200-008).

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

1. If the proposed communication tower requires electrical service, the applicant should be advised to contact Gabriel Ramirez, IID project development service planner, at (760) 339-9257 or e-mail Mr. Ramirez at gramirez@iid.com to initiate the customer service application process. In addition to submitting a formal application (available for download at the district website <http://www.iid.com/home/showdocument?id=12923>), the applicant will be required to submit an AutoCAD file of site plan, approved electrical plans, electrical panel size and panel location, operating voltage, electrical loads, project schedule, and the applicable fees, permits, easements and environmental compliance documentation pertaining to the provision of electrical service to the project. The applicant shall be responsible for all costs and mitigation measures related to providing electrical service to the project.
2. Electrical capacity is limited in the project area. A circuit study may be required. Any system improvements or mitigation identified in the circuit study to enable the provision of electrical service to the project shall be the financial responsibility of the applicant.
3. Applicant shall provide a surveyed legal description and an associated exhibit certified by a licensed surveyor for all rights of way deemed by IID as necessary to accommodate the project electrical infrastructure. Rights-of-Way and easements shall be in a form acceptable to and at no cost to IID for installation, operation, and maintenance of all electrical facilities.
4. IID water facilities impacted include Orient Drain.

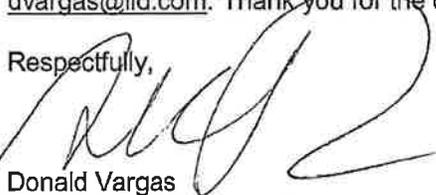
5. To insure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. IID WDES Section can be contacted at (760) 339-9265 for additional information.
6. Any construction or operation 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.
7. The applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (Irrigation, Drainage, Power, etc.) needs.
8. Should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the applicant's expense.
9. 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. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
10. In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of ways to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
11. 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

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August 2, 2023
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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 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.