



BOARD AGENDA FACT SHEET

CLERK USE ONLY
BOS ACTION

Planning & Development Services Department
Department

April 9, 2024
Requested Board Date

1. Request:

Board Approval	<input checked="" type="checkbox"/>	Information Only/Presentation	<input type="checkbox"/>
Other (specify) _____	<input type="checkbox"/>	Scheduled Hearing Time: <u>11:00 A.M.</u>	<input checked="" type="checkbox"/>

2. Requested Action: *Type requested action below*


The Imperial County Planning & Development Services Department respectfully requests that the Board of Supervisors conduct a public hearing to consider Appeal #24-0003, appealing the January 10, 2024, Planning Commission's decision of denial for CitySwitch's telecommunication tower project.

1. Consider Approval or Denial of Appeal #24-0003; and,
2. Consider Approval or Denial of the followings:
 - a. Negative Declaration by finding that the proposed project would not have a significant effect on the environment as recommended at the Environmental Evaluation Committee hearing on November 16, 2023; and
 - b. Conditional Use Permit #23-0009 for the proposed telecommunications tower; and,
 - c. Variance #23-0003 for the proposed telecommunications tower to exceed the 100 feet height limitation by 65 feet.

3. Cost \$ N/A Source: N/A

4. If approval of Contract, reviewed/approved by County Counsel on: N/A
By: N/A Action Request # N/A
Assigned by County Counsel's Office

5. If approval of position allocation change, reviewed by Human Resources on: N/A
By: N/A

6. Electronic copy submittal date: 03/15/2024 By: Laryssa Alvarado, Administrative Secretary

Department Head/Agency Representative

INSTRUCTIONS: Back-up must be submitted **15 BUSINESS days** prior to requested date (Please note a Holiday counts as a Business day.) Back-up submitted must contain an **Original and 2 copies**. Copies must be submitted to the County Executive Office double sided and three (3) hole punched. Back-up must be submitted in a PDF format to vanessasalcido@co.imperial.ca.us and gracielaalvarez@co.imperial.ca.us

Reviewed By: _____ Deputy CEO Reviewed By: _____ Deputy CEO

CEO/CLERK USE ONLY:

DATE STAMP

BOARD DATE: _____

Action _____ Filing _____

Consent _____ Presentation _____

Hearing _____ CEO Approval _____

Other (specify) _____

CEO

Date



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

TO: Board of Supervisors

April 9, 2024

FROM: Jim Minnick, Director of Planning & Development Services

M/O _____

SUBJECT: APPEAL #24-0003 OF THE JANUARY 10, 2024, PLANNING COMMISSION DECISION'S OF DENIAL FOR CITYSWITCH TELECOMMUNICATIONS TOWER PROJECT.

Dear Board Members:

REQUESTED ACTION:

The Imperial County Planning & Development Services Department respectfully requests that the Board of Supervisors conduct a public hearing to consider Appeal #24-0003, appealing the January 10, 2024, Planning Commission's decision of denial for CitySwitch's telecommunication tower project.

1. Consider Approval or Denial of Appeal #24-0003; and,
2. Consider Approval or Denial of the followings:
 - a. Negative Declaration by finding that the proposed project would not have a significant effect on the environment as recommended at the Environmental Evaluation Committee hearing on November 16, 2023; and
 - b. Conditional Use Permit #23-0009 for the proposed telecommunications tower; and,
 - c. Variance #23-0003 for the proposed telecommunications tower to exceed the 100 feet height limitation by 65 feet.

BACKGROUND:

The proposed project is located at 5359 East Highway 78, Brawley, CA 92227. The property is identified as Assessor's Parcel Number (APN) 039-310-019-000 and is further described as a Portion of the State Board of Equalization #872-13-6A-5 & -7-1 of Tract 37 & SEC 34 13-18, 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).

The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 155-foot monopole communication tower with a (10) ten-foot lightning rod, for a total height of 165-foot tower on a 125' x 20' 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 a 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 and a Variance to exceed the 100-foot height limitation for the S-2 (Open Space) zone by 65 feet.

After construction, the proposed facility will be 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.

In accordance with Federal Communications Commission 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 and Federal Aviation Agency rules and regulations regarding construction requirements and technical standards. The proposed wireless communication facility's Radio Frequency emissions will comply with the Federal Communications Commission's Radio Frequency emission standards. Additionally, the proposed wireless communication facility will comply with the Federal Aviation Agency's height, lighting, and marking requirements.

Land Use Analysis:

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

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

In a letter dated January 10, 2024, Sherman & Howard, LLC on behalf of CitySwich, filed an appeal of the January 10, 2024, Planning Commission's denial of Conditional Use Permit and Variance for CitySwich's telecommunications tower project.

Staff will attempt to answer any questions you may have. Thank you.

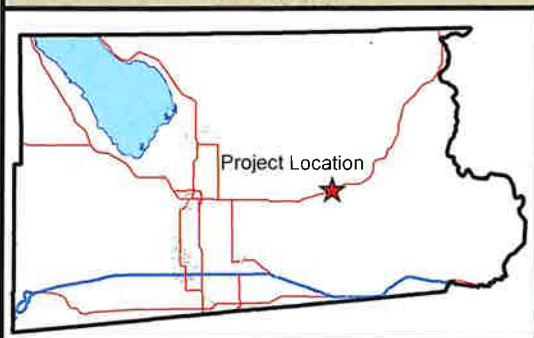
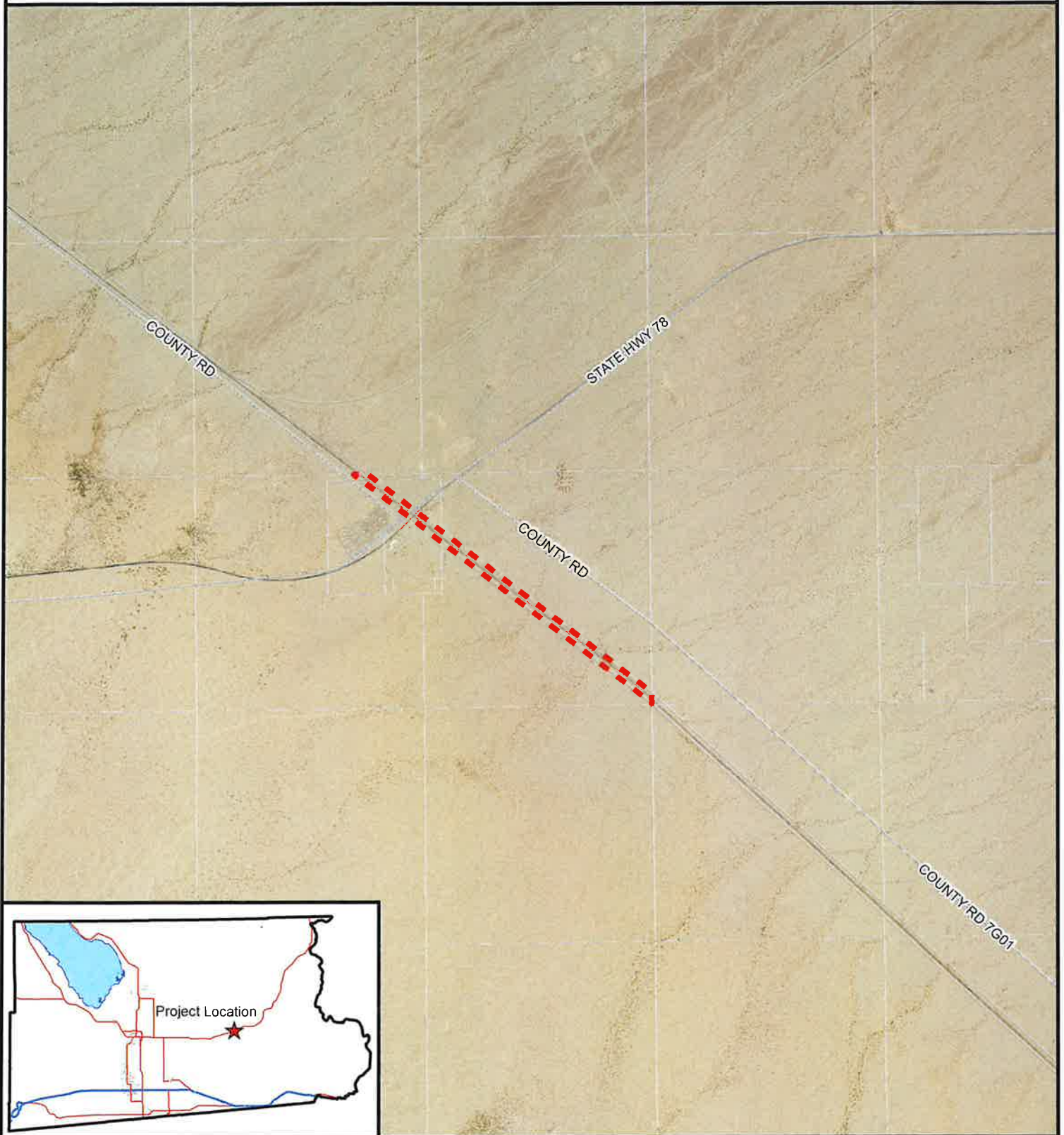
ATTACHMENT:

- A. Vicinity Map
- B. CEQA Resolution for Appeal, Conditional Use Permit and Variance
- C. Resolution for Appeal & CUP
- D. Resolution for Appeal & Variance
- E. Appeal Letter by Sherman & Howard LLC
- F. PC Package




cc: Miguel Figueroa, County Executive Officer
Eric Havens, County Counsel
Jim Minnick, Director of ICPDS
Michael Abraham, AICP Assistant Director of ICPDS
Diana Robinson, Planning Division Manager
Luis Valenzuela, Planner II
APP24-0003 APN 039-310-019-000
Files 10.112, 10.130, 10.133, 40.110, 40.111

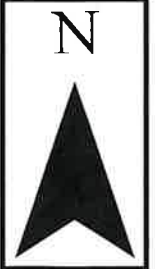
ATTACHMENT "A"
VICINITY MAP

PROJECT LOCATION MAP



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

	Project Location
	Centerline
	Parcels



ATTACHMENT "B"
CEQA RESOLUTION FOR APPEAL
#24-0003, CUP #23-0009 AND
VARIANCE#23-0003

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISOR OF THE COUNTY OF IMPERIAL, CALIFORNIA, DENYING APPEAL #24-0003 AND DENYING THE ADOPTION OF THE “NEGATIVE DECLARATION” (INITIAL STUDY #23-0009) FOR CONDITIONAL USE PERMIT #23-0009 AND VARIANCE #23-0003.

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

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

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

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

WHEREAS, the Board of Supervisors of the County of Imperial has been designated with the responsibility of approvals and certifications; and

NOW, THEREFORE, the Board of Supervisors of the County of Imperial **DOES HEREBY RESOLVE** as follows:

The Board of Supervisors has reviewed the attached Negative Declaration (ND) prior to denial of Conditional Use Permit #23-0009 and Variance #23-0003. The Board of Supervisors 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; and,
2. That the Board of Supervisors has reviewed the attached Negative Declaration for Conditional Use Permit #23-0009 and Variance #23-0003, and considered the information contained in the Negative Declaration together with all comments received during the public review period and prior to approving the Conditional Use Permit and Variance; and
3. That the Negative Declaration reflects the Board of Supervisors independent judgment and analysis.

NOW, THEREFORE, based on the findings, the Board of Supervisors of the County of Imperial **DOES HEREBY DENY APPEAL #24-0003 AND DENY THE ADOPTION** of the Negative Declaration for Conditional Use Permit #23-0009 & Variance #23-0003.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUIS PLANCARTE, Chairperson
Imperial County Board of Supervisors

ATTEST: _____
BLANCA ACOSTA, Clerk of the
Board of Supervisors, County of
Imperial, State of California

ATTACHMENT "C"
RESOLUTION FOR APPEAL#24-
0003 & CUP #23-0009

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, CALIFORNIA, DENYING APPEAL #24-0003 AND DENYING CONDITIONAL USE PERMIT #23-0009 AND CONDITIONS OF APPROVAL FOR CITYSWITCH.

WHEREAS, CitySwitch, has submitted an application for Conditional Use Permit #23-0009 for a monopole telecommunications tower; and,

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"; and,

WHEREAS, the Board of Supervisors of the County of Imperial has been delegated with the responsibility of approvals and certifications; and,

WHEREAS, public notice of said application has been given, and the Board of Supervisors 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 April 9, 2024; and,

NOW, THEREFORE, the Board of Supervisors of the County of Imperial **DOES HEREBY RESOLVE** as follows:

SECTION 1. The Board of Supervisors of the County of Imperial has considered Appeal #24-0003, the proposed Conditional Use Permit #23-0009 prior to denial. The Board of Supervisors of the County of Imperial finds and determines that Conditional Use Permit is inconsistent with the Imperial County Land Use Ordinance; however, it is adequate and prepared with the requirements of the Imperial County General Plan 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 denying the Conditional Use Permit #23-0009 have been made as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, based on the above findings, the Imperial County Board of Supervisors **DOES HEREBY DENY** Appeal #24-0003, and **DENY** Conditional Use Permit #23-0009 with attached Conditions of Approval.

AYES:
NOES:
ABSENT:
ABSTAIN:

LUIS PLANCARTE, Chairperson
Imperial County Board of Supervisors

ATTEST: _____
BLANCA ACOSTA, Clerk of the
Board of Supervisors, County of
Imperial, State of California

ATTACHMENT "D"
**RESOLUTION FOR APPEAL #24-
0003 & VARIANCE #23-0003**

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, CALIFORNIA, DENYING APPEAL #24-0003 AND DENYING VARIANCE #23-0003 FOR A HEIGHT INCREASE FOR A MONOPOLE WIRELESS TELECOMMUNICATION TOWER.

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

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

WHEREAS, public notice of said application has been given, and the Board of Supervisors 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 April 9, 2024; and

WHEREAS, the Board of Supervisors of the County of Imperial has been designated with the responsibility of adoptions and certifications; and

NOW, THEREFORE, the Board of Supervisors of the County of Imperial **DOES HEREBY RESOLVE** as follows:

SECTION 1. The Board of Supervisors of the County of Imperial has considered Appeal #24-0003 and the proposed Variance #23-0003 prior to denial. The Board of Supervisors of the County of Imperial finds and determines that the Variance is inconsistent with the Imperial County Land Use Ordinance; however, it is adequate and prepared with the requirements of the Imperial County General Plan and the California Environmental Quality Act (CEQA), which analyses environmental effects, based upon the following findings and determinations.

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

- A. Are there special circumstances applicable to the property described in the variance application that do not apply generally to the property or class of use in the same zone or vicinity?**

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

- B. Will the granting of such variance not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity in which the property is located.**

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

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

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

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

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

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

NOW, THEREFORE, based on the findings, the Board of Supervisors of the County of Imperial **DOES HEREBY DENY** Appeal #24-0003 and **DENY** Variance #23-0003.

AYES:

NOES:

ABSENT:

ABSTAIN:

LUIS PLANCARTE, Chairperson
Imperial County Board of Supervisors

ATTEST: _____
BLANCA ACOSTA, Clerk of the
Board of Supervisors, County of
Imperial, State of California

ATTACHMENT "E"
**APPEAL LETTER BY SHERMAN &
HOWARD, LLC.**

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mbieniek@lcctelecom.com

Site Consultant for Applicant – CitySwitch II-A, LLC

Before the Imperial County Board of Supervisors

<p>Appeal of Planning Commission Decisions dated January 10, 2024 Denying Conditional Use Permit and Variance Applications</p> <p>CUP23-0009, Variance 23-0003 (APN 039-310-019) CUP23-0010, Variance 23-0004 (APN 056-470-002) CUP23-0011, Variance 23-0006 (APN 041-200-008)</p>	<p>CitySwitch II-A LLC’s Memorandum in Support of Appeal Requesting Board of Supervisors Approve CitySwitch’s Conditional Use Permit and Variance Applications</p>
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I. INTRODUCTION

In order to provide the citizens of Imperial County, California with quality wireless services, CitySwitch II-A, LLC (“CitySwitch”) submitted three applications for Conditional Use Permits (“CUP”) and Variances (collectively, the “Applications”) to construct new cellular wireless facilities (collectively, the “Facilities”) on properties owned by Union Pacific Railroad:

- **CUP23-0009, Variance 23-0003:** a 155-foot monopole tower with a 10-foot lightning rod for a total height of 165-feet to be built at 5359 East Highway 78, Brawley, California on railroad right-of-way owned by Union Pacific Railroad and leased to CitySwitch.
- **CUP23-0010, Variance 23-0004:** a 170-foot monopole tower with a 10-foot lightning rod

for a total height of 180-feet to be built at 673 Sidewinder Road, Winterhaven, California, on a railroad right-of-way owned by Union Pacific Railroad and leased to CitySwitch.

- **CUP23-0011, Variance 23-0006:** a 200-foot monopole tower with a 10-foot lightning rod for a total height of 210-feet to be built at 1505 East Keystone Road, Brawley, California on railroad right-of-way owned by Union Pacific Railroad and leased to CitySwitch.

(Collectively, the “Sites”).

On January 10, 2024, the Imperial County Planning Commission (“Planning Commission”), after receiving submitted application materials and Staff Reports from the Imperial County Planning & Development Services Department (“P&D Services”), hearing comments from the public, and considering certain zoning regulations within The County of Imperial Codified Ordinances (the “Code”), Title 9, Division 24, *incorrectly* denied the Applications on the sole basis that there are existing, nearby towers owned by SBA Structures, LLC (“SBA”) that from the Planning Commission’s perspective, without any evidentiary support, provide adequate coverage. Accordingly, the Planning Commission determined no new towers should be permitted.

The Planning Commission erred in denying CitySwitch’s Applications for at least four reasons. *First*, the Planning Commission’s decision violates the federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7)(B)(i)(II), by effectively prohibiting CitySwitch and its tenant, AT&T¹, from providing personal wireless service. The Planning Commission’s decisions materially inhibit CitySwitch’s ability to compete in a fair and balanced legal and regulatory environment; CitySwitch presented evidence to the Planning Commission that its proposed anchor tenant, AT&T, is economically burdened by having to maintain equipment on nearby wireless facilities owned and operated by SBA. *Second*, the Planning Commission’s decisions were an abuse of discretion because the basis for denying the Applications is not supported by the Code.

¹ The proposed Facility in Winterhaven, California (CUP 23-0010 / Variance 0004) would also be leased to Verizon Wireless.

Third, CitySwitch’s Applications met all applicable Code requirements. There were zero findings by the Planning Commission that CitySwitch’s Application did not satisfy all applicable Code requirements. The Planning Commission’s decisions were instead based on arbitrary general standards and purposes; not any actual or specific requirements or regulations in the Code or the County’s General Plan. Fourth, the Planning Commission failed to provide a decision “in writing and supported by substantial evidence in a written record” in violation of 47 U.S.C. § 332(c)(7)(B)(iii). The Planning Commission’s decisions to deny the Applications made no findings of fact or conclusions of law.

For the reasons set forth herein, CitySwitch requests the Imperial County Board of Supervisors reverse the decision of the Planning Commission, approve the Applications, and issue the CUPs and Variances.

II. FACTUAL BACKGROUND

A. CitySwitch’s Applications and the Planning Commission Decision

1. On April 12, 2023, CitySwitch submitted the Applications for CUPs and Variances for the Facilities to P&D Services.

2. On April 13, 2023, P&D Services notified CitySwitch that it required wet signatures on the CUP and Variance application forms, and that it also required executed copies of the Owner’s Affidavit, General Indemnification Form, and Notice to Applicant Form.

3. On July 11, 2023, CitySwitch provided the CUP and Variance applications with wet signatures, and executed copies of the Owner’s Affidavits, General Indemnification Forms, and Notice to Applicant Forms.

4. Within each of the Applications, CitySwitch provided a Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T (the “Economic Burden

Affidavits”), explaining (1) why continued collocation on the existing SBA towers was economically burdensome to AT&T, (2) that SBA charges non-market rents and imposes non-market lease terms; and (3) SBA has long-resisted amendments to its long-term leases that would make the leases more competitive in the current wireless tower lease marketplace. Mr. Gambrell also explained that space on the CitySwitch towers, in contrast, would be offered to AT&T at market rents and on favorable lease terms that would allow AT&T to invest its resources in improving its equipment and network coverage, rather than high rents.

5. On July 19, 2023, the Imperial County Land Use Commission determined the Applications were consistent with the Imperial County Airport Land Use Compatibility Plan.

6. On July 24, 2023, P&D Services requested revised coverage plots for all three Sites showing coverage provided by equipment collocated on the existing SBA towers, and how coverage would change with the proposed Facilities.

7. On October 6, 2023, CitySwitch provided the revised coverage plots for all three Sites, and also reiterated to the County why AT&T, a tenant on the existing SBA towers, could not continue collocating on the SBA towers due to high rents and non-market lease terms. A copy of that CitySwitch’s October 6, 2023 letter is attached as **Exhibit 1**.

8. On November 6, 2023, the Environmental Evaluation Committee recommended Negative Declarations for all three Sites.

9. On December 29, 2023, P&D Services provided links to the Staff Reports for the Applications.² The Staff Reports includes P&D Services’ recommendation, the prior findings from

² The Staff Report for CUP 23-0009 / Variance 23-0003 is available at the following link: <https://www.icpds.com/assets/hearings/7.-CUP23-0009-CitySwitch-PC-Hearing-Pkg.pdf>.

The Staff Report for CUP23-0010 / Variance 23-0004 is available at the following link: <https://www.icpds.com/assets/hearings/8.-CUP23-0010-CitySwitch-PC-Hearing-Pkg.pdf>.

the Imperial County Airport Land Use Commission and Environmental Evaluation Committee, as well as full copies of the Applications themselves. Notably, the Staff Reports do not reference the Economic Burden Affidavits, and do not include or reference CitySwitch’s October 6, 2023 letter.

10. Each of the Staff Reports made the following finding with respect to the General Plan:

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

11. Each of the Staff Reports also explained in the Land Use Analysis section that the proposed projects were consistent with the allowable uses within the applicable zones (S-2 and A-2) with a CUP, but that each of the Applications “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 Facilities would each be located approximately 1565 feet south, 2008.33 feet south, and 1,000 feet south, respectively, of existing telecommunications towers owned by SBA. The Code does not require any separation distance between existing and new towers.

12. On January 9, 2024, CitySwitch sent correspondence to P&D Services and the Planning Commission explaining why the recommendations in the Staff Reports were incorrect. A copy of CitySwitch’s letter is attached as **Exhibit 2**.

13. Also on January 9, 2024, SBA submitted a letter stating its opposition to the Applications. A copy of SBA’s letter is attached as **Exhibit 3**.

14. On January 10, 2024, the Planning Commission held its regular meeting. During

The Staff Report for CUP23-0011 / Variance 23-0006 is available at the following link:
<https://www.icpds.com/assets/hearings/9.-CUP23-0011-CitySwitch-PC-Hearing-Pkg.pdf>

the meeting, CitySwitch explained its position regarding the Applications and presented the PowerPoint attached as **Exhibit 4**. The PowerPoint again provided extensive information regarding why AT&T could no longer viably collocate on the existing SBA towers.

15. The Planning Commission denied all three Applications (the “Decisions”). Copies of the Notifications of Action reflecting the Decisions are attached as **Exhibit 5**. The Decisions fail to include any written decision supported by substantial evidence in the record to support the Planning Commission’s decisions.

III. STANDARD OF REVIEW

Pursuant to Section 90104.05 of the Code, “[a]ny decision made by the planning commission ... may be appealed to the board of supervisors[.]” The appeal must meet the following requirements: (1) the written appeal must be filed within ten calendar days from the planning commission’s decision; (2) the request is filed with the planning director; (3) the requisite fees are included; (4) the written appeal clearly states (a) the name of the person(s) filing the appeal, (b) the address and phone number of the person(s) filing the appeal, (c) the project/decision being appealed, (d) the reason for filing the appeal, (e) the facts, conditions, information, error or other specific to warrant an appeal, (f) prior effort(s) made to arrive at an acceptable solution, if any, (g) the action being requested, and (h) the signature of the appellant.

IV. ARGUMENT

A. The Planning Commission’s Decisions Have the Effect of Materially Inhibiting CitySwitch From Providing Wireless Services and Violated Federal Law.

The federal Telecommunications Act of 1996, 47 U.S.C. § 332(c)(7)(B)(i), states:

- (i) The regulation of the placement, construction, and modification of personal wireless facilities by any State of local government or instrumentality thereof –

...

- (II) shall not prohibit or have the effect of prohibiting the provision of wireless services.

The Federal Communications Commission (“FCC”) and courts are in accord that the phrase “effect of prohibiting the provision of wireless service” requires that a court consider whether the locality’s decision – including a decision to deny an application for a wireless facility – “materially inhibits or limits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment. *See In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, 33 F.C.C.R. 9088, ¶ 119 (2018) (“2018 FCC Order”); *City of Portland v. United States*, 969 F.3d 1020, 1034–35 (9th Cir. 2020); *Qwest Corp. v. City of Santa Fe, New Mexico*, 380 F.3d 1258, 1270–71 (10th Cir. 2004) (citing *In re Cal. Payphone Ass’n*, 12 F.C.C.R. 14191, 14206 (1997)). Under this standard, a local legal requirement or barrier “could materially inhibit service in numerous ways – not only by rendering a service provider unable to provide an existing service in a new geographic area ... but also by materially inhibiting the introduction of new service or the improvement of existing service. Thus, an effective prohibition includes materially inhibiting the provision of additional services or improving existing services.” 2018 FCC Order ¶ 37. A legal requirement can “materially inhibit” service even if it is not an “insurmountable barrier.” *Id.* ¶¶ 34–35, 41–42.

By adopting the “material inhibition” standard, the FCC explicitly rejected the “least intrusive means” test, 2018 FCC Order ¶ 40 n.94, which the Ninth Circuit previously utilized. *See, e.g., T-Mobile USA, Inc. v. City of Anacortes*, 572 F.3d 987 (9th Cir. 2009). As the FCC noted, the “least intrusive” standard’s emphasis on “coverage gaps” is an outdated approach, “view[ing] wireless service as if it were a single, monolithic offering provided only via traditional wireless towers,” and unsuited for assessing barriers to deploying wireless internet and 5G services. 2018 FCC Order ¶ 40. On review, the Ninth Circuit upheld the 2018 FCC Order’s “material inhibition”

test as the correct interpretation of 47 U.S.C. § 332(c)(7)(B)(i)(II). *City of Portland*, 969 F.3d at 1034–35. Courts in California have since recognized that the “material inhibition” standard, and not the “least intrusive” standard, is now controlling. *See, e.g., New Cingular Wireless PCS, LLC v. City of West Covina, California*, No. 2:22-cv-01642-MEMF-JCx, 2023 WL 4422835, at *4 (C.D. Cal. July 10, 2023).

In this case, the Planning Commission’s Decisions materially inhibit CitySwitch and AT&T from providing wireless services to Imperial County in at least three ways.

First, by refusing to authorize the new CitySwitch towers, the County is “limit[ing] the ability of any competitor or potential competitor” of SBA “to compete in a fair and balanced legal and regulatory environment.” 2018 FCC Order ¶ 119. The Code includes several requirements relating to collocation. With respect to *new* towers, the Code “encourage[s]” towers to “promote future facility and site sharing.” Code Section 90204.01(M). However, the applicant may present “[t]echnical evidence ... 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.” *Id.* In lay-person’s terms, a new tower applicant may demonstrate to the County that its new tower cannot feasibly be grouped or offered for collocation based on technical or economic infeasibility. But this exception apparently does not cut both ways: the Planning Commission refused to accept CitySwitch and AT&T’s statements of economic infeasibility of continued collocation on the existing SBA towers as a basis for authorizing new towers. In short, the Code frustrates competition by imposing one set of rules for new towers that allows collocation exceptions on the basis of economic infeasibility but does not apply those same rules to existing towers, even when the tower owners impose economically infeasible rents.

Second, the Planning Commission’s Decisions have the effect of materially inhibiting

CitySwitch and AT&T from providing wireless service in Imperial County by imposing on AT&T excessive rents (to the tune of more than \$13 million dollars over twenty years across the three Sites). This, in turn, prevents AT&T from investing that money in newer technologies and upgraded equipment that provides the most current services to Imperial County. Enforcing local ordinances that result in substantial costs for wireless providers “materially inhibits” the provision of services. *See, e.g., Qwest Corp. v. City of Santa Fe, New Mexico*, 380 F.3d 1258, 1271 (10th Cir. 2004). This is especially true when costs are aggregated across all of the wireless provider’s affected facilities. *See id.*

Third, the Planning Commission’s Decisions materially inhibit the provision of wireless services by preventing cellular providers like AT&T from freely and easily updating their equipment as technologies rapidly change. As the Economic Burden Affidavits make clear, each time AT&T upgrades its equipment – which happens frequently due to ever-changing coverage and capacity demands and technological advances – 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. *See Economic Burden Affidavits* ¶ 15. This administrative process often takes several months, and results in additional time and costs in the deployment of the upgraded facilities. Conversely, AT&T’s master tower lease agreement with CitySwitch provides 30,000 square inches of tower space exclusively for AT&T to accommodate AT&T’s wireless facilities needs well into the future as technologies change and equipment upgrades are required. *Id.* ¶ 16. As noted by the FCC in 2018, *complete* prohibition of wireless service is not required; all that is required is material inhibition. 2018 FCC Order ¶¶ 34–35, 41–42. Lengthy administrative processes and higher costs meet this standard.

In short, the Planning Commission’s Decisions materially inhibit CitySwitch’s and

AT&T's ability to provide wireless services to Imperial County in violation of the Telecommunications Act.

B. The Planning Commission's Decisions Were an Abuse of Discretion Because The Bases for Denial Is Not Supported by the Code.

In addition to violating the Telecommunications Act, the Planning Commission's Decisions were also illegal under California law because they were an abuse of discretion and not supported by the plain language of the Code.

As was made clear during the January 10, 2024 Planning Commission hearing, the Decisions were based entirely on the mere existence of existing towers owned by SBA. During the hearing, the P&D Services' Director instructed the Planning Commission that the Planning Commission had discretion to deny the Applications because they are "inconsistent" with the "Purpose" of the communication facilities Code sections, which are "inten[ded] to," in part, "[m]inimize the number of towers throughout the community." Code Section 92401.00. This instruction is not supported by the plain language of the Code, and there are no actual regulations prohibiting the new CitySwitch towers.

First, the Code's "purpose" is separate and distinct from the Code's actual regulations and requirements. The preamble to the wireless facilities section of the Code merely articulates the *purposes* of and is separate and distinct from the *actual regulations* themselves. Specifically, the preamble states that "[t]hese standards are intended to protect and promote public health, safety, community welfare and the unique visual character of Imperial County by encouraging the orderly development of communication infrastructure." *Id.* These "intentions" and "purposes" of the wireless facilities Code sections are not themselves requirements or regulations. They are merely the desired outcomes when implementing the actual regulations. Regardless, the Planning Commission plainly disregarded other "purposes" that are advanced by the Applications: (1)

encouraging the location of towers in nonresidential areas (all three Sites are in nonresidential locations); (2) encouraging users of towers to locate them in areas where the adverse impact on the community is minimal (all three Sites are located in rural areas of Imperial County on railroad rights-of-way owned by Union Pacific Railroad); and (3) enhancing the ability of providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently (AT&T would benefit from more favorable CitySwitch lease terms thereby allowing AT&T to more efficiently and quickly provide services to Imperial County residents and businesses and upgrades to those services).

Beyond the “purpose” or “intent” of the wireless facilities Code provisions, there are no actual regulations that authorize the Planning Commission to deny the Applications on the basis of the existing SBA towers. There are several Code provisions relating to existing towers and collocation preferences, but none expressly limit towers in specific areas or impose tower separation requirements.

Specifically, Section 92404.01(M) of the General Requirements for Wireless Facilities states that “[a]ll 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.” This provision, which applies to applicants requesting approval for new towers, requires site sharing and collocation, *but* provides exceptions for technical or economic infeasibility. It does not prohibit new towers (that are designed for collocation) that are located near to existing towers.

Section 92404.01(Q) of the General Requirements for Wireless Facilities requires the applicant to provide an “inventory of its existing towers, antennas, or sites approved for facilities”

within the County or one mile of the border thereof. The Code provides that the Planning Director may provide this information to other applicants seeking administrative approvals or permits; the Code does *not* provide that the existence of other towers, antennas, or sites within the County will act as a barrier to obtaining new and additional approvals.

Section 92406.01 requires an “Alternatives Analysis” which “shall consider alternative locations and designs for the proposed facility.” The alternatives in the analysis must include, “[a]t a minimum,” the following:

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 non-residential structure within one-half-mile of the proposed facility in the unincorporated area of Imperial County.

Nothing in the Alternatives Analysis states that applications will be denied if co-location is *possible* at an existing location. It merely asks the applicant to include that as an alternative, suggesting that the applicant may be able to demonstrate why collocation at an existing location is not actually possible.

Finally, for applications for wireless towers, Section 92409.01(10) requires “[a] description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures.” Again, this section only requires the applicant to explain whether existing towers are “suitable.” It does not state that an existing tower *must* be utilized.

During the Planning Commission hearing, the P&D Services Director suggested that the County does authorize exceptions to its “minimize the number of towers” “requirement” in cases where existing towers have no additional collocation capacity, the coverage provided by the existing tower would be improved with a new tower, or technological reasons prevent collocation

on the existing tower. These “exceptions” to the “requirements” cited by the Director are not found anywhere within the Code. Without any specific authority for this “exception” in the Code, the Planning Commission’s use of this type of exception to deny CitySwitch’s Applications is clearly arbitrary and capricious. How much better must the coverage offered by the new tower be to warrant an exception?³ What type of technological reasons would excuse a provider from collocating? And if the tower is too close to an existing tower, how close is too close? What is the appropriate tower separation where the Planning Commission would determine a new tower is appropriate? None of these questions can be answered by any provisions within the Code, nor were they addressed by the Planning Commission in its deliberations.

In short, nothing in the Code expressly authorized the Planning Commission to make its decisions denying the Applications. Instead, the Planning Commission arbitrarily invoked a “purpose” of the Code (while ignoring other purposes that support CitySwitch’s Applications) to deny the Applications with no real basis.

C. CitySwitch’s Applications Meet All Code Requirements.

CitySwitch’s Applications met all Code requirements for CUPs and Variances.

Land Use Permits: The requirements for a land use permit applications are set forth in Section 90104.00 of the Code. Prior to the Planning Commission hearing, P&D Services did not notify CitySwitch of any deficiencies in its applications, and there are no findings in the Staff Reports that the Applications do not satisfy the application requirements. The Planning Commission made no findings that CitySwitch’s Applications did not comply with the land use

³ Many jurisdictions require an applicant to submit propagation maps showing the proposed coverage of the new wireless facility. Imperial County’s Code does not require the applicant to submit propagation maps at all – lending even more credence to the notion that this “exception” is arbitrarily invoked and not applied in any evidence-based way.

permit application requirements.

Actions on CUPs: The requirements for actions on CUPs are set forth in Section 90203.09 of the Code. There are no credible findings in the Staff Reports that the Applications do not satisfy the CUP requirements. While Section 90203.09(A) requires the proposed use be “consistent with the goals and policies of the adopted county general plan,” there are no provisions or requirements in the General Plan pertaining to wireless towers. Moreover, the Staff Reports did not identify any specific provision or requirement of the General Plan with which the Applications are inconsistent. The Planning Commission made no findings that the Applications for CUPs do not meet the requirements for actions on CUPs.

Actions on Variances: The requirements for actions on Variances are set forth in Section 90202.08. There are no findings in the Staff Reports that the Applications do not satisfy the Variance requirements. The Planning Commission made no findings that the Applications for Variances do not meet the requirements for actions on Variances.

General Requirements for Communication Facilities: The general requirements for communication facilities are set forth in Section 92404.01 of the Code. There are no credible findings in the Staff Reports that the Applications do not satisfy the general requirements for communication facilities. While the Staff Reports note that the proposed CUPs and Variances are “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 ...,’” the “Purpose” of the communication facilities Code sections is separate and distinct from the actual *regulations* or *requirements* applicable to communication facilities. The Planning Commission also made no findings that the Applications do not satisfy the general requirements for

communication facilities.

Permitting Requirements for Wireless Facilities: The permitting requirements for wireless facilities are set forth in Section 92406.01 of the Code. There are no findings in the Staff Reports that the Applications do not satisfy the permitting requirements. The Planning Commission also made no findings that the Applications do not satisfy the permitting requirements.

D. The Planning Commission Did Not Provide CitySwitch a Written Decision Based on Substantial Evidence as Required by Federal Law.

The Planning Commission's denial of the Applications was also improper because the Planning Commission failed to provide a written decision, supported by substantial evidence, for its denial. 47 U.S.C. §332(b)(7)(b)(iii) states that a decision by a government entity "to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record." The Planning Commission provided a Notification of Action ("NOA") for the Applications, but the NOAs do not provide the basis for the Planning Commission's Decisions.

This requirement for a written and substantiated decision is not trivial; as the Supreme Court has affirmed, a city must give sufficient written reasoning as to enable judicial review of that decision under 47 U.S.C. § 332. *See T-Mobile South, LLC v. City of Roswell, Ga.*, 574 U.S. 293, 304 (2015). Moreover, because an applicant has a limited period of time to seek judicial review of decisions, a locality is urged to "provide or make available its written reasons at essentially the same time as it communicates its denial." *Id.* The Planning Commission has failed to do this. By doing so, the Planning Commission has not offered "substantial evidence" as a basis for its decision. This, in turn, has denied CitySwitch the full opportunity to demonstrate the validity of its Applications and the Facilities. As this submission hopefully makes clear, CitySwitch's Facilities are entirely permissible and appropriate under Imperial County and federal law.

E. All Requirements for Appeal Are Satisfied.

The requirements for an appeal of the Planning Commission's decision are set forth in Section 90104.05 of the Code. All requirements are satisfied as follows.

1. The written appeal must be filed within ten calendar days from the planning commission's decision: In telephonic correspondence that occurred on Wednesday, January 17, 2024, between Mr. Jim Minnick and Mr. Michael Bieniek, Mr. Minnick confirmed that because the ten-day period for appeal in this case falls on a Saturday, an appeal submitted on the first business day thereafter would be considered timely. The Planning Commission issued its Decisions on January 10, 2024. Ten days from January 10, 2024 is Saturday, January 20, 2024. Thus, this appeal is being submitted on Monday, January 22, 2024.

2. The request is filed with the planning director: The appeal is being submitted to Mr. Jim Minnick, Director of P&D Services.

3. The requisite fees are included: The fees are being remitted via credit card, consistent with the directions of P&D Services.⁴

4. The written appeal clearly states (a) the name of the person(s) filing the appeal, (b) the address and phone number of the person(s) filing the appeal, (c) the project/decision being appealed, (d) the reason for filing the appeal, (e) the facts, conditions, information, error or other specific to warrant an appeal, (f) prior effort(s) made to arrive at an acceptable solution, if any, (g) the action being requested, and (h) the signature of the appellant: The appeal is being submitted by Ms. Allison Burke, Esq., Sherman & Howard L.L.C., 675 Fifteenth Street, Suite 2300, Denver, Colorado, (303) 299-8045, and Mr. Michael Bieniek, LCC Telecom Services, 10700 West

⁴ According to the Imperial County P&D Services website, fees may be paid over the phone using a credit or debit card. See <https://www.icpds.com/planning/forms-and-fees>.

Higgins, Suite 240, Rosemont, Illinois, (847) 287-1156, on behalf of CitySwitch. The projects being appeals are CUP 23-0009 / Variance 23-0003, CUP 23-0010 / Variance 23-0004, and CUP 23-0011 / Variance 23-0006. The decisions being appealed are the Planning Commission's January 10, 2024 decisions denying the Applications. The facts, conditions, information, and errors warranting this appeal are set forth above in this memorandum. The only acceptable solution for CitySwitch is issuance of the requested CUPs and Variances as authorized by the Code. CitySwitch is unaware of any other efforts it could make to obtain the requested CUPs and Variances aside from this appeal. CitySwitch requests the Board of Supervisors reverse the decisions of the Planning Commission and issue the requested CUPs and Variances. This appeal is electronically signed via DocuSign, as noted below.

V. CONCLUSION

For the reasons set forth herein, CitySwitch requests the Imperial County Board of Supervisors reverse the Decisions of the Planning Commission, approve the Applications and issue the CUPs and Variances.

Dated: January 22, 2024

DocuSigned by:
Allison Burke
/s/ Allison R. Burke

ATTORNEY FOR CITYSWITCH II-A, LLC

DocuSigned by:
Mike Bieniek
/s/ Michael Bieniek

SITE CONSULTANT FOR CITYSWITCH II-A, LLC

DocuSigned by:
Jason Groseclose
/s/ Jason Groseclose

CITYSWITCH II-A, LLC

EXHIBIT 1



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Allison R. Burke
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October 6, 2023

VIA E-MAIL

Imperial County Planning & Development Services
Luis Valenzuela (luisvalenzuela@co.imperial.ca.us)
Evelia Jiminez (ejiminez@co.imperial.ca.us)
Gerardo Quero (gerardoquero@co.imperial.ca.us)

Re: Updated Coverage Plots
CUP23-0009 (APN 039-310-019)
CUP23-0010 (APN 056-470-002)
CUP23-0011 (APN 041-200-008)

Dear Valenzuela, Ms. Jiminez, and Mr. Quero:

Sherman & Howard L.L.C. represents CitySwitch with respect to CitySwitch's pending applications for Conditional Use Permits and Variances for three different proposed cellular tower sites in Imperial County, California identified above (together, the "Proposed Sites").

On July 24, 2023, Imperial County requested revised coverage plots for the Proposed Sites showing coverage from existing, nearby towers owned by SBA. Updated copies of the coverage plots for the three sites are being provided along with this letter.

While CitySwitch acknowledge that Imperial County has a stated preference for collocation on existing tower sites (*see, e.g., §§ 92401.00, 92401.05(B)(2)(a); 92401.06(A)*), it reiterates that these existing SBA sites are not feasible collocation options for its customer, AT&T, for both economic and technologic reasons, as explained in this letter and more fully in the Sworn Statements of Spencer Gambrell in Support of New Tower Construction that were submitted with the Conditional Use Permit and Variance Applications referenced above (the "Sworn Statements").¹ A jurisdiction's preference for collocation cannot force an applicant to absorb excess costs associated with collocating on a particular existing site. *See, e.g., Tillman Infrastructure LLC v. Bd. of Supervisors of Culpepper County, Va.*, No. 3:21-cv-00040, 2022 WL 18026334, at *5-7 (W.D. Va. Dec. 30, 2022) (finding existing SBA sites were not potential collocation sites due to higher costs and fees).

¹ SBA is a publicly-traded company that owns wireless towers and leases on the space on those towers to wireless carriers like AT&T; it is a competitor of CitySwitch.



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The existing SBA towers are not economically feasible because it will cost AT&T more than \$13 million in additional rent to remain on the SBA towers just at these Imperial County sites over the next 20 years. (*See Sworn Statements at ¶ 7.*) Furthermore, AT&T has leased space from SBA in Imperial County since March of 2005, but since then, the tower marketplace has become more competitive, which has led to more competitive economic terms in tower lease agreements. SBA, however, has resisted an economically sustainable cost structure with its existing AT&T collocation sites, such that many of these are now economically burdensome, including the Proposed Sites at issue here. (*See id.* at ¶ 8.)

In addition to the economic infeasibility, the SBA sites are no longer technologically or administratively feasible. First, the existing SBA towers do not include any “set aside” capacity reserved for AT&T’s future wireless facilities’ needs. Without additional available capacity, AT&T is unable to continue building out FirstNet, the country’s first nationwide integrated data network for providers of emergency services.² Without “set aside” capacity, AT&T is forced to apply to SBA for additional space and/or wireless facilities improvements, which triggers an application fee and a lengthy administrative review process involving a structural analysis of the tower and an amendment to the existing lease agreement. This process often takes several months, resulting in additional unnecessary delay and extra costs. (*See id.* ¶ 15.) By contrast, the CitySwitch master lease tower agreement provides AT&T with 30,000 square inches of space on each tower. This exclusive space provides greater flexibility to AT&T to upgrade technologies, expand the deployment of FirstNet, and respond to ever-changing coverage and capacity demands. (*See id.* ¶ 16.)

In short, while there are existing SBA towers located near the Proposed Sites, the SBA towers are not economically or technologically feasible sites for continued collocation for AT&T.

Please do not hesitate to contact me if you have questions or need additional information.

Sincerely,

Allison R. Burke

ARB/lmg

² FirstNet is a public-private partnership between AT&T and the United States Department of Commerce’s National Telecommunications and Information Administration (NTIA), which is overseeing the buildout, deployment, and operation of the nation’s first communications network dedicated to emergency responders and the public safety community. *See* <https://www.firstnet.gov/about>.

EXHIBIT 2



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January 9, 2024

VIA E-MAIL

Imperial County Planning & Development Services
Mr. Jim Minnick
Planning & Development Services Director
JimMinnick@co.imperial.ca.us

Re: *Imperial County Planning & Development Services Project Reports and Staff Reports*
CUP23-0009, Variance 23-0003 (APN 039-310-019)
CUP23-0010, Variance 23-0004 (APN 056-470-002)
CUP23-0011, Variance 23-0006 (APN 041-200-008)

Dear Mr. Minnick:

Sherman & Howard L.L.C. represents CitySwitch with respect to CitySwitch's pending applications for Conditional Use Permits and Variances (collectively, the "Applications") for three different proposed cellular tower sites in Imperial County, California identified above (collectively, the "Proposed Sites"). We are in receipt of the Imperial County Planning & Development Services Project Reports, Staff Reports, and other hearing materials (collectively the "Hearing Packages") for the January 10, 2024 Planning Commission hearing for the Proposed Sites. We request that you provide a copy of the letter to the Planning Commission in advance of the January 10 hearing. If you would like for CitySwitch to do so, please provide the information for us to submit the letter to the Planning Commission.

We write to address the Staff Reports findings, including (1) the "General Plan Findings" in the Project Reports; and (2) the "Land Use Analysis" for each of the Proposed Sites. These findings violate the Telecommunications Act of 1996 and related Federal Communications Commission ("FCC") Orders regarding wireless services and facilities. CitySwitch's position is set forth below. CitySwitch will also be prepared to present its position during the January 10 Planning Commission hearing.

I. The Applications

On April 12, 2023, CitySwitch submitted the Applications for the Proposed Sites, each demonstrating CitySwitch's compliance with all Imperial County Land Use Code (the "Code") requirements, and each supported by substantial documentation. Significantly, within each



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Application, CitySwitch alerted the County to the existing towers owned by SBA. Specifically, CitySwitch identified the existing SBA towers when discussing the following Code requirements:

- Provisions for future co-location, as required under Section 92401.04(13).
- Alternative analysis, as required under Section 92401.06.
- Special privileges, as required under Section 90203.09(G).
- No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility, as required under Section 92405.01(B)(2).

CitySwitch also provided three Sworn Statements of Spencer Gambrell in Support of New Tower Construction (the “AT&T Economic Burden Affidavits”) explaining why the existing SBA towers are no longer technically and economically feasible collocation options for AT&T. Specifically, Mr. Gambrell explained:

- The SBA towers have become high-cost antenna site structures for AT&T.
- It is economically burdensome for AT&T to continue using the SBA towers and continued use would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated to the proposed CitySwitch towers.
- SBA increases rent, assesses other costs, and poses logistical issues when AT&T installs additional wireless facilities, modifications, and upgrades on the SBA towers.
- The current rent charged by SBA to co-locate on the SBA towers is substantially more than what CitySwitch will charge AT&T. The annual rent increases on the SBA towers is also higher than rent increased charged by CitySwitch. Over the next 20 years, the cost for AT&T to co-locate on the existing SBA towers is more than \$13 million dollars.
- SBA has resisted economically sustainable cost structures and refused to offer more competitive terms even though the tower marketplace has changed substantially since the SBA leases were originally entered.
- Despite the substantial capital costs associated with relocating to the proposed CitySwitch towers, it will still be economically beneficial to re-locate away from the SBA towers.
- AT&T will be able to continuously upgrade its wireless facilities and services on the proposed CitySwitch towers, while SBA would impose application fees, a lengthy administrative process, and a lease amendment. The proposed CitySwitch towers offer better flexibility for AT&T to upgrade technologies and quickly respond to ever-changing coverage and capacity demands of its wireless network.

II. Imperial County’s Request for Additional Information Relating to the SBA Towers and CitySwitch’s October 6, 2023 Correspondence

On July 24, 2023, Imperial County requested additional information relating to existing, nearby towers owned by SBA Towers, including revised coverage lots for the Proposed Sites showing coverage from the SBA-owned towers. On October 6, 2023, CitySwitch provided the County updated coverage plots for the Proposed Sites and also provided the correspondence



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attached to this letter as **Exhibit 1**. In the October 6, 2023 Letter, CitySwitch acknowledged the County’s stated preference for collocation, including as specified in Land Use Code Section 92401.00, but again explained why the existing SBA sites are not feasible collocation options for CitySwitch’s customer, AT&T – for both economic and technological reasons.

III. The Project Reports and Staff Reports Determinations Regarding Existing Towers Owned by SBA.

On December 29, 2023, The County provided access to the Project Reports and Staff Reports prepared in preparation for the January 10, 2024 Planning Commission hearing.

On the first page titled “Project Report” for each of the Proposed Sites, the County has taken the position that the Applications are “Inconsistent” with the County’s General Plan.

Under the Land Use Analysis in the Staff Reports, the County acknowledges that the proposed projects are consistent with the applicable zoning district, but the County “determined that [each Application] 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 Imperial County [by] minimizing the number of towers throughout the community...’ as the proposed telecommunications tower would be situated approximately 1565 feet south [2008.33 feet south, and 1000 feet south] of an existing telecommunications tower owned by [SBA] operating under Conditional Use Permit #16-0033 [#19-0029, #16-0039]. Upon further research on submitted reports of the adjacent tower, it was found that tower space for future co-locators is still available.”

IV. The County’s Denial of the Applications Will Materially Inhibit CitySwitch’s Provision of Wireless Services in Violation of the Federal Telecommunications Act.

Congress passed the Telecommunications Act in 1996 (TCA). “[I]ts primary purpose was to reduce regulation and encourage the rapid deployment of new telecommunications technologies.” *Reno v. ACLU*, 521 U.S. 844, 857 (1997) (quotation marks omitted). Congress preserved local zoning authority over “the placement, construction, and modification of personal wireless service facilities,” like cell towers. 47 U.S.C. § 332(c)(7)(A). But it specified that such regulation “shall not prohibit or have the effect of prohibiting the provision of personal wireless services.” *Id.* § 332(c)(7)(B)(i)(II). Further, under Section 253 of the TCA, no local or state statute or regulation may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications services. 47 U.S.C. § 253(a). These provisions of the TCA “authorize the FCC to preempt any state or local requirements that ‘prohibit or have the effect of prohibiting’ any entity from providing telecommunications services.” *City of Portland v. United States*, 969 F.3d 1020, 1032 (9th Cir. 2020) (quoting U.S.C. § 253(a), (d)).



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The Communication Facilities' section of Imperial County's Code was adopted in 2000, with certain amendments adopted by Ordinance No. 1504 in December 2014. Since then, the FCC has issued three key regulatory orders affecting the enforceability of certain local zoning regulations applicable to wireless facilities.

Specifically, in its 2018 order, the FCC interpreted 47 U.S.C. §§ 253(a) and 332(c)(7) to prohibit local government action that "materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment." *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Inv.*, 33 FCC Rcd. 9088, 9102 (2018) ("2018 FCC Order"). Prior to this guidance, most courts required the carrier to show a "significant gap" in coverage exists in an area and to consider whether alternatives to the carrier's proposed solution to that gap existed. *See, e.g., American Tower Corp. v. City of San Diego*, 763 F.3d 1035, 1056 (9th Cir. 2014).

Under the 2018 guidance, a legal requirement can "materially inhibit" service even if it is not an "insurmountable barrier." 2018 FCC Order ¶¶ 34–35, 41–42. The FCC Also made clear that a state or local legal requirement effectively prohibits the provision of wireless services if it inhibits or limits a provider "not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities." *Id.* ¶ 37. Under this standard, preventing an existing provider from delivering service to a new area, restricting the entry of a new provider in a given area, of materially inhibiting the introducing of new service or the improvement of existing services all create unlawful "effective prohibitions" of service. *Id.* Prior to this guidance, most courts required the carrier to show a "significant gap" in coverage exists in an area and to consider whether alternatives to the carrier's proposed solution to that gap existed. *See, e.g., American Tower Corp. v. City of San Diego*, 763 F.3d 1035, 1056 (9th Cir. 2014).

If the County proceeds with denying the Applications as "inconsistent" with Imperial County's General Plan due to the presence of existing tower sites owned and operated by SBA, it will be a material inhibition of CitySwitch's ability to provide wireless services. The Imperial County General Plan's *intent* to minimize the total number of wireless towers (which is not a *requirement* in the first instance¹) would be operating as a blanket restriction on the ability to

¹ While the County does have a stated *preference* for collocation and minimization of cellular towers, these appear to be *goals* rather than *requirements* for the Applications. For example, Section 92401.00 of the Code states that it is the County's "intent" that its regulations serve to "[m]inimize the number of towers throughout the community[.]" Section 92401.05(B)(2) requires the Planning Commission to determine that "[n]o alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility." Section 92401.06(A) requires an alternative analysis which must include (1) co-location at all existing facilities whether in the unincorporated area of the county, a city or an adjacent county." And Section 92401.04(17) requires an inventory of existing towers as part of the application materials.

The County has *no restrictions* based on existing towers, such as minimum distance requirements(which is irrelevant, as the SBA towers are not feasible economic or technologic options for CitySwitch's tenant, AT&T).



Imperial County, California
January 9, 2024
Page 5

construct wireless towers where another company has incidentally entered the marketplace first. A blanket restriction like this is not permitted as a matter of law.

Furthermore, the County's Project Reports and Staff Reports do not refer to either the AT&T Economic Burden Affidavits or CitySwitch's October 6, 2023 Letter which again explained why the SBA tower sites are not feasible sites for AT&T to continue collocating. Instead, the County appears poised to deny the Applications simply due to proximity to the existing SBA towers without regard to whether the SBA towers are actually feasible collocation sites for AT&T. In practice, this will result in an effective monopoly on wireless towers in the County for SBA, simply because SBA applied for its Conditional Use Permits first. This runs counter to one of the stated purposes of the TCA, which is to promote competition. *See T-Mobile USA Inc. v. City of Anacortes*, 572 F.3d 987, 991 (9th Cir. 2009). If CitySwitch's Applications are denied, SBA will be free to charge AT&T and other tenants whatever rent it wants on whatever lease terms it desires, knowing that the County will not allow another competitor to enter the space. And in doing so, the County will materially inhibit the deployment of wireless services within Imperial County by: (1) forcing cellular providers to collocate on an existing SBA tower on higher-than-market rents and uncompetitive lease terms; (2) preventing cellular providers from freely and easily updating their equipment as technologies rapidly change; (3) diverting resources that could otherwise be used to invest in expanding wireless networks and conducting necessary network upgrades necessary to meet increased demand for wireless voice and broadband services; and (4) potentially *decreased* cellular services within Imperial County if the providers in these areas decide that SBA's high costs and unreasonable lease terms do not meet the cellular providers' business needs and requirements and leave the SBA towers altogether.. These outcomes are all at odds with the stated purposes of the TCA.²

V. Request for Deferral

If the Planning Commission appears likely to deny the Applications following the comment period during the January 10, 2024 Planning Commission hearing, CitySwitch intends to request a deferral of the Planning Commission's vote. Under Section 90104.10, "[a]ny scheduled hearing may be continued by the hearing body ... [to] a specific date and time," so long as a continuance would not "cause the project to be heard beyond a statutory time limit." The parties entered into a

Concluding that the Applications are consistent with the applicable zones, yet then refusing to issue permits based on nebulous "goals" and "intents" will materially inhibit the deployment of wireless services.

² The County also failed to comply with the Code's requirements to notify CitySwitch that its proposed towers are not consistent with the County's General Plan. Under Section 90203.02, "If in the determination of staff a proposed use is not consistent with the general plan, staff shall inform the applicant *prior to an application being deemed complete*. If the applicant withdraws the application at this point (prior to the hearing), the applicant shall be entitled to a full refund of all application fees paid to the department, less the actual cost to notice, advertise, and staff costs incurred up to the time a withdrawal request is made." (*Id.*) The Project Reports effectively determine that the Proposed Sites are not consistent with the general plan, yet the County failed to inform CitySwitch of this determination even though the SBA sites were identified at the time CitySwitch first submitted the Applications on April 12, 2023.



Imperial County, California
January 9, 2024
Page 6

Tolling Agreement to extent the time for the Applications to be heard, up to and including February 29, 2024. We intend to ask the County to postpone its decision until February 14, 2024.

* * *

We will be prepared to address these arguments at the Planning Commission hearing on January 10, 2024.

Sincerely,

A handwritten signature in blue ink that reads "Allison R. Burke".

Allison R. Burke

ARB/lmg

cc: Melissa Reagan, Esq.
Mr. Gerardo Quero
Ms. Evelia Jimenez
Mr. Luis Valenzuela



Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Telephone: 303.297.2900
shermanhoward.com



Allison R. Burke
Direct Dial Number: 303.299.8045
E-mail: aburke@shermanhoward.com

October 6, 2023



VIA E-MAIL

Imperial County Planning & Development Services
Luis Valenzuela (luisvalenzuela@co.imperial.ca.us)
Evelia Jiminez (ejiminez@co.imperial.ca.us)
Gerardo Quero (gerardoquero@co.imperial.ca.us)

Re: Updated Coverage Plots
CUP23-0009 (APN 039-310-019)
CUP23-0010 (APN 056-470-002)
CUP23-0011 (APN 041-200-008)

Dear Valenzuela, Ms. Jiminez, and Mr. Quero:

Sherman & Howard L.L.C. represents CitySwitch with respect to CitySwitch's pending applications for Conditional Use Permits and Variances for three different proposed cellular tower sites in Imperial County, California identified above (together, the "Proposed Sites").

On July 24, 2023, Imperial County requested revised coverage plots for the Proposed Sites showing coverage from existing, nearby towers owned by SBA. Updated copies of the coverage plots for the three sites are being provided along with this letter.

While CitySwitch acknowledge that Imperial County has a stated preference for collocation on existing tower sites (*see, e.g.*, §§ 92401.00, 92401.05(B)(2)(a); 92401.06(A)), it reiterates that these existing SBA sites are not feasible collocation options for its customer, AT&T, for both economic and technologic reasons, as explained in this letter and more fully in the Sworn Statements of Spencer Gambrell in Support of New Tower Construction that were submitted with the Conditional Use Permit and Variance Applications referenced above (the "Sworn Statements").¹ A jurisdiction's preference for collocation cannot force an applicant to absorb excess costs associated with collocating on a particular existing site. *See, e.g., Tillman Infrastructure LLC v. Bd. of Supervisors of Culpepper County, Va.*, No. 3:21-cv-00040, 2022 WL 18026334, at *5-7 (W.D. Va. Dec. 30, 2022) (finding existing SBA sites were not potential collocation sites due to higher costs and fees).

¹ SBA is a publicly-traded company that owns wireless towers and leases on the space on those towers to wireless carriers like AT&T; it is a competitor of CitySwitch.



Imperial County, California
October 6, 2023
Page 2

The existing SBA towers are not economically feasible because it will cost AT&T more than \$13 million in additional rent to remain on the SBA towers just at these Imperial County sites over the next 20 years. (*See Sworn Statements at ¶ 7.*) Furthermore, AT&T has leased space from SBA in Imperial County since March of 2005, but since then, the tower marketplace has become more competitive, which has led to more competitive economic terms in tower lease agreements. SBA, however, has resisted an economically sustainable cost structure with its existing AT&T collocation sites, such that many of these are now economically burdensome, including the Proposed Sites at issue here. (*See id.* at ¶ 8.)

In addition to the economic infeasibility, the SBA sites are no longer technologically or administratively feasible. First, the existing SBA towers do not include any “set aside” capacity reserved for AT&T’s future wireless facilities’ needs. Without additional available capacity, AT&T is unable to continue building out FirstNet, the country’s first nationwide integrated data network for providers of emergency services.² Without “set aside” capacity, AT&T is forced to apply to SBA for additional space and/or wireless facilities improvements, which triggers an application fee and a lengthy administrative review process involving a structural analysis of the tower and an amendment to the existing lease agreement. This process often takes several months, resulting in additional unnecessary delay and extra costs. (*See id.* ¶ 15.) By contrast, the CitySwitch master lease tower agreement provides AT&T with 30,000 square inches of space on each tower. This exclusive space provides greater flexibility to AT&T to upgrade technologies, expand the deployment of FirstNet, and respond to ever-changing coverage and capacity demands. (*See id.* ¶ 16.)

In short, while there are existing SBA towers located near the Proposed Sites, the SBA towers are not economically or technologically feasible sites for continued collocation for AT&T.

Please do not hesitate to contact me if you have questions or need additional information.

Sincerely,

Allison R. Burke

ARB/lmg

² FirstNet is a public-private partnership between AT&T and the United States Department of Commerce’s National Telecommunications and Information Administration (NTIA), which is overseeing the buildout, deployment, and operation of the nation’s first communications network dedicated to emergency responders and the public safety community. *See* <https://www.firstnet.gov/about>.

EXHIBIT 3

LAW OFFICE OF
ROBERT L. KENNY

501 WEST BROADWAY, SUITE 1370
SAN DIEGO, CALIFORNIA 92101

WRITER'S E-MAIL ADDRESS
rkenny@kennylaw.net

TELEPHONE: (619) 234-1616
FACSIMILE: (619) 233-1969

January 9, 2024

Via Email: laryssaalvarado@co.imperial.ca.us

Imperial County Planning Commission
940 Main Street
El Centro, CA 92243

Re: Objections of SBA Structures, LLC to (a) CitySwitch LLC Application for a Conditional Use Permit (#23-0009) and Variance (#23-0003); (b) CitySwitch LLC Application for a Conditional Use Permit (#23-0010) and Variance (#23-0004); and CitySwitch LLC Application for a Conditional Use Permit (#23-0011) and Variance (#23-0006)

Dear Commission Members:

This firm represents SBA Structures, LLC, a subsidiary of SBA Communications Corp. ("SBA"). SBA hereby submits its Objections to the following Applications of CitySwitch, LLC ("CitySwitch"), currently set for hearing by the Imperial County Planning Commission ("Planning Commission") on January 10, 2024:

(a) CitySwitch Application for a Conditional Use Permit ("CUP") #23-0009 and Variance #23-0003 to construct a 166-foot telecommunications tower at 5395 E. Highway 78, Brawley, CA ("E. Highway 78 Tower") (Agenda Item No. 7);

(b) CitySwitch Application for a CUP #23-0010 and Variance #23-0004 to construct a 180-foot telecommunications tower at 673 Sidewinder Road, Winterhaven, CA ("Sidewinder Road Tower") (Agenda Item No. 8); and

(c) CitySwitch Application for a CUP #23-0011 and Variance #23-0006 to construct a 210-foot telecommunications tower at 1505 East Keystone Road, ("East Keystone Road Tower") Brawley, CA (Agenda Item No. 9).

As correctly noted in the Staff Reports for each CitySwitch Application, SBA owns and operates telecommunication towers in close proximity to the towers CitySwitch proposes in its Applications. SBA owns a tower located approximately 1565 feet from CitySwitch's proposed E. Highway 78 Tower, which SBA operates under CUP #16-0033. SBA owns a tower located approximately 2008.33 feet from CitySwitch's proposed Sidewinder Road Tower, which

Imperial County Planning Commission
January 9, 2024
Page 2

CitySwitch operates under CUP #19-0029. SBA owns a tower located approximately 1,000 feet from CitySwitch's proposed East Keystone Road Tower, which SBA operates under CUP #16-0039. Enclosed with this letter is a map showing the close proximity of the tower locations.

AT&T is currently a tenant/co-locator on each of the SBA towers identified above. The primary basis for each CitySwitch Application is its claim that AT&T has "deemed" its lease agreements for the SBA towers to be "economically burdensome" and that AT&T desires to relocate to the proposed CitySwitch towers. CitySwitch proposes building new towers in close proximity to existing SBA towers in order to provide financial assistance to its *potential* tenant and to harm its competitor by taking away SBA's longtime tenant. The only evidence CitySwitch provides to support its Applications is a "form" sworn statement from AT&T representative Spencer Gambrell that was executed on February 28, 2023 ("Gambrell Statement").

Although CitySwitch claims in its Applications to have "commitments" from AT&T to transfer its facilities to the proposed towers, the Gambrell Statement refers only to "nationwide development and master lease agreements" that AT&T purportedly has in place with CitySwitch. (Gambrell Statement, ¶ 11.) The Gambrell Statement describes a common agreement between companies like CitySwitch and SBA who build cell towers at their own cost and lease the towers to cellular service providers like AT&T. CitySwitch provides no evidence of actual lease agreements it has in place with AT&T for the proposed towers should the Planning Commission approve the CitySwitch Applications.

Since the Gambrell Statements were signed in February 2023, AT&T and SBA entered into their own Master Lease Agreement ("MLA") establishing agreed upon rental rates and other terms for the more than 6,500 towers AT&T currently leases from SBA, including the three towers identified above, as well as new collocation leases. Enclosed are three letters from SBA's California Site Marketing Manager, Markella Markouizos, confirming the new MLA with AT&T.

Ms. Markouizos describes her surprise at the claims by AT&T that SBA has been unreasonable in negotiating lease rates. She reports that she has not been contacted by AT&T to discuss renegotiating the lease rates for the three towers at issue in the CitySwitch Applications. She also reports that AT&T has not contacted her to discuss any equipment upgrades they require and has not expressed any concerns regarding the current lease rate and terms.

Ms. Markouizos also addresses an issue raised in the Gambrell Statement—AT&T's requirement to upgrade its equipment to implement the FirstNet nationwide integrated emergency services network. As she reports in her letters, SBA recently contracted with AT&T to upgrade its equipment on the SBA towers to include FirstNet; the FirstNet Amendment was executed in December 2019; and it is operational today from the existing SBA towers. There is no merit to the claim in the Gambrell Statement that AT&T needs the new CitySwitch towers in

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Page 3

order to avoid the “application and administrative review process” to install FirstNet on the existing SBA towers.

As Ms. Markouizos states in her letters, SBA has offered to match the monthly rental rate currently offered to AT&T by CitySwitch, less \$10.00, upon AT&T providing a copy of bona fide documentation of the monthly rate offered by CitySwitch. SBA’s offer will alleviate the “undue economic hardship” alleged in the Gambrel Statement executed almost a year ago.

Enclosed with this letter are RF Analyses and corresponding RF propagation maps depicting AT&T’s coverage at each of the SBA towers in comparison with to the proposed CitySwitch towers. Due to their proximity to the existing SBA towers, the proposed CitySwitch towers would not appreciably expand the scope and strength of available coverage in the area. Instead, the CitySwitch towers would provide duplicative or overlapping coverage to that already provided by the SBA towers. Furthermore, the installation of additional antennas on the proposed CitySwitch towers would be considered an “overbuild” or impractical given the coverage overlap with the SBA towers.

As Ms. Markouizos states in her letters, SBA has a good relationship with AT&T. SBA welcomes the opportunity to work with AT&T to stay collated on the existing SBA towers, which would prevent the unnecessary and needless proliferation of additional telecommunication towers in the area. It is clear that the *only* purpose for the three towers proposed by CitySwitch is to harm its competitor by luring away the primary tenant on the existing SBA towers.

The Applications also do not include any evidence of actual commitments by Union Pacific Railroad (“UPR”) to lease any of the three proposed towers. SBA has agreements with UPR similar to the MLA it has with AT&T. Like CitySwitch, SBA’s MLA with UPR allows SBA to develop towers or provide co-location sites if they can be permitted.

The CitySwitch Applications do not contain any evidence establishing that UPR has a need for the proposed towers. CitySwitch does not present any evidence showing how the UPR network works and why three additional towers are necessary to meet UPR’s requirements when there are already SBA towers in close proximity. There is no evidence that UPR is not already using the existing SBA towers, or could nor do so under the MLA between UPR and SBA.

SBA urges the Planning Commission to deny all three CitySwitch Applications because they conflict with Division 24, Section 92401.00—Purpose. That County Ordinance provides that its “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....”

The proposed CitySwitch towers violate the intent of the County Ordinance because the towers would be located less than half a mile from the existing SBA towers. The three new

Imperial County Planning Commission
January 9, 2024
Page 4

towers proposed by CitySwitch are duplicative and unnecessary and contrary to the goals established in the County Ordinance. CitySwitch has not met its burden of showing necessity and the absence of alternatives to justify overriding the stated public interest in minimizing the number of towers in any particular area. Allowing CitySwitch to build duplicative towers to help AT&T save money—and harm SBA—is not in the best interest of the public. The Planning Commission should deny the Applications to avoid the construction of unnecessary towers that adversely impact the aesthetics of the surrounding area.

If the Planning Commission is not prepared to deny the Application based on the insufficient record that exists, SBA requests it employ the procedures provided in Section 92406.01—Alternatives analysis. CitySwitch has offered to pay for an independent expert to review the alternatives and determine if there is actually a need for the three towers by AT&T, UPR or anyone else that overrides the duty to protect the public by minimizing the number of towers throughout the community. The Planning Commission should require that CitySwitch do so before approving the three Applications.

I will attend the hearing by Zoom along with Jason Laskey of SBA. We look forward to answering any questions the Commissioners may have regarding SBA's Objections.

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. L. Kenny", with a long horizontal flourish extending to the right.

Robert L. Kenny

EXHIBIT 4

Imperial County Planning Commission

January 10, 2024

CitySwitch Applications for
Conditional Use Permits and
Variances

CUP 23-0009 / Variance 23-0003

CUP 23-0010 / Variance 23-0004

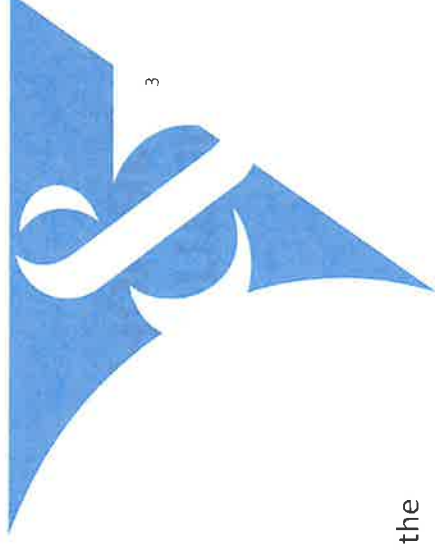
CUP 23-0011 / Variance 23-0006

A law firm
shaping the future.

Sherman
& Howard

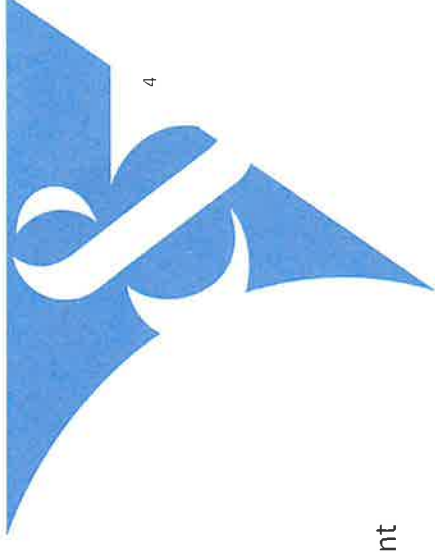
Timeline for Approval of CitySwitch CUP and Variance Applications

- ▶ April 12, 2023
 - CitySwitch submits the CUP and Variance Applications to the County in accordance with the Imperial County Land Use Code (the “Code”).
- ▶ April 13, 2023
 - County requests wet signatures on CUP and Variance Application forms, as well as executed copies of the Owner’s Affidavit, General Indemnification Form, and Notice to Applicant Form.
- ▶ July 11, 2023
 - CitySwitch provides wet signatures on CUP and Variance Applications, Owner’s Affidavits, General Indemnification Forms, and Notice to Applicant Forms.
 - Applications deemed complete.



Timeline (continued)

- ▶ July 19, 2023
 - ▶ Imperial County Airport Land Use Commission determines the Applications are consistent with the Imperial County Airport Land Use Compatibility Plan.
- ▶ July 24, 2023
 - ▶ County requests revised coverage plots for all three sites showing coverage from existing SBA towers.
- ▶ October 6, 2023
 - ▶ CitySwitch provides revised coverage plots for all three sites showing coverage from existing SBA towers.
 - ▶ CitySwitch also provides written explanation as to why continued use of the SBA towers is economically burdensome and not technologically feasible for AT&T (CitySwitch's tenant).
- ▶ November 16, 2023
 - ▶ Environmental Evaluation Committee recommends Negative Declarations for all three sites.



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Sherman
&Howard

CUP 23-0009 / Variance 23-0003
5359 E. Highway 78
Brawley, CA
(APN 039-310-019-000)



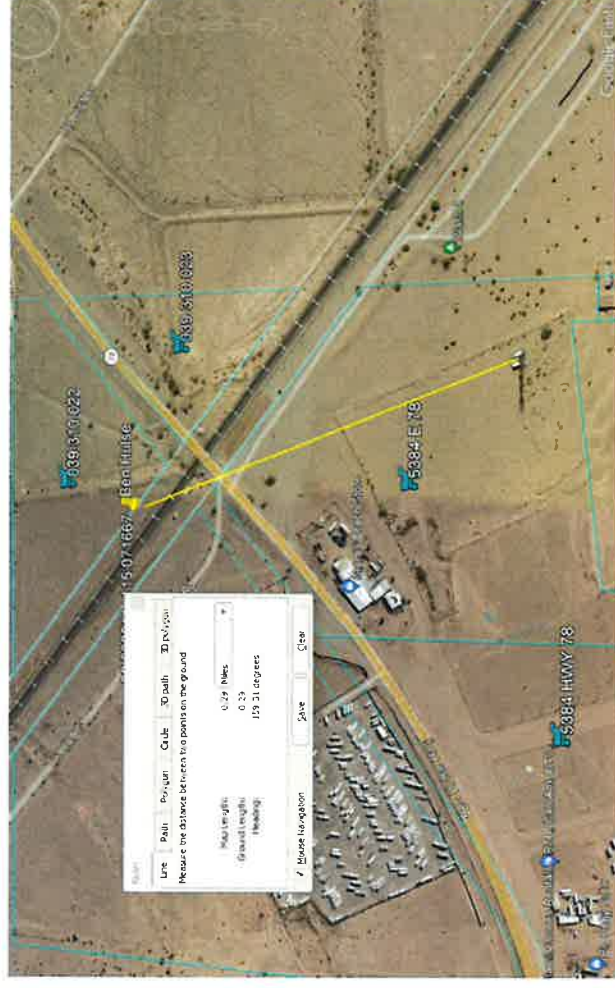
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Proposed Wireless Facility

- Proposed Facility: 155'-foot monopole tower with a 10'-foot lightning rod for a total height of 165'.
- Zone: S-2 (Recreation / Open Space)

Alternative Site Analysis

- CitySwitch's tenant (AT&T) is currently collocated on a tower owned by SBA Structures, LLC, located approximately 0.30 miles southeast of the proposed tower.
- SBA tower is economically burdensome for AT&T.
- SBA lease terms are outdated and not competitive in the marketplace. SBA will not negotiate better terms.
- SBA tower is not feasible for Union Pacific, which requires direct access to their equipment along the railroad line.



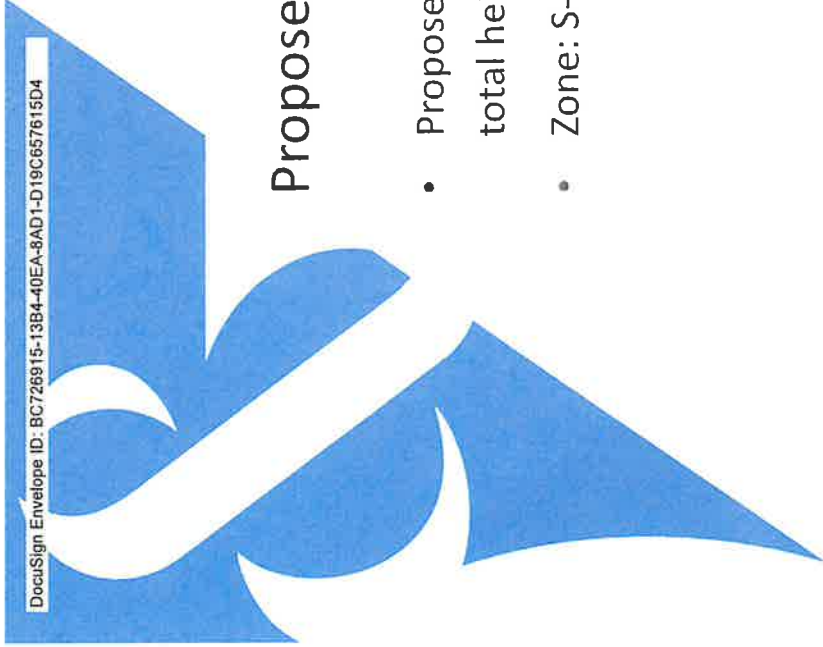
Economic Burden and Technologic Feasibility of SBA Tower

- AT&T has collocated on the existing SBA tower since March 2005.
- The SBA tower is now a high-cost antenna site for AT&T.
- Current rent charged by SBA is **more than 5 times** what CitySwitch will charge AT&T.
- Over 20 years, AT&T will pay **more than \$6 million** additional dollars to collocate on SBA's tower, rather than CitySwitch's.
- SBA has resisted lease amendments and an economically sustainable cost structure, even though the marketplace has become more competitive.
- AT&T's lease with SBA does not include "set aside" capacity for future wireless upgrades. Each time AT&T wishes to upgrade its equipment, this triggers an application fee, lengthy administrative process, and lease amendments, all at additional time and cost.
- AT&T is forced to pay for any tower modifications necessary for AT&T's upgrades.
- Union Pacific's needs cannot be satisfied on the existing SBA tower.

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Sherman
&Howard

CUP 23-0010 / Variance 23-0004
673 Sidewinder Road
Winterhaven, CA
(APN 056-470-002-000)



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Proposed Wireless Facility

- Proposed Facility: 170' -foot monopole tower with a 10' -foot lightning rod for a total height of 180'.
- Zone: S-2 (Recreation / Open Space)

Alternative Site Analysis

- CitySwitch's tenant (AT&T) is currently collocated on a tower owned by SBA Structures, LLC, located approximately 0.37 miles southeast of the proposed tower.
- SBA tower is economically burdensome for AT&T.
- SBA lease terms are outdated and not competitive in the marketplace. SBA will not negotiate better terms.
- SBA tower is not feasible for Union Pacific, which requires direct access to their equipment along the railroad line.





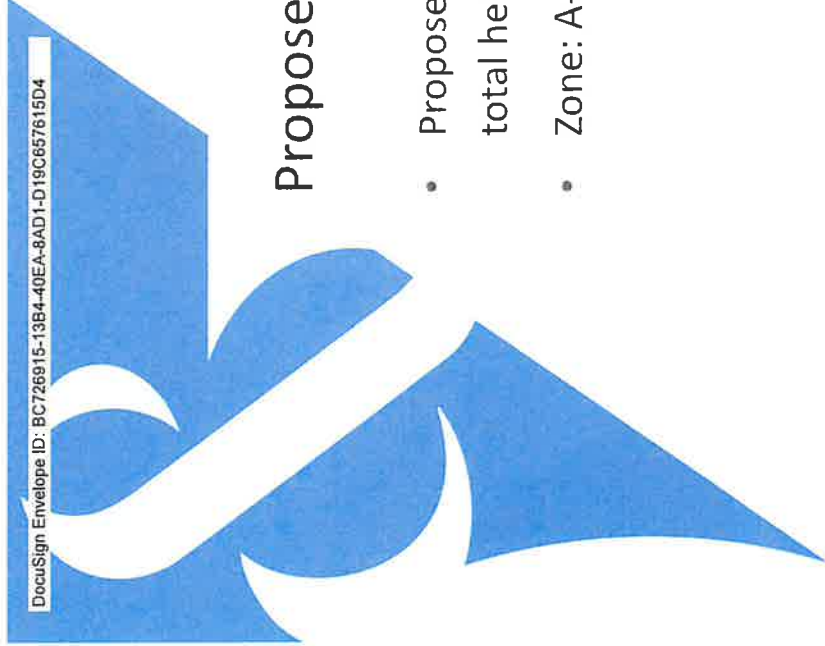
Economic Burden and Technologic Feasibility of SBA Tower

- AT&T has collocated on the existing SBA tower since March 2006.
- The site has become a high-cost antenna site for AT&T.
- Current rent charged by SBA is **more than 3 times** what CitySwitch will charge AT&T.
- Over 20 years, that will amount to **more than \$4 million** additional dollars to collocate on SBA's tower, rather than CitySwitch's.
- SBA has resisted lease amendments and an economically sustainable cost structure, even though the marketplace has become more competitive.
- AT&T's lease with SBA does not include "set aside" capacity for future wireless upgrades. Each time AT&T wishes to upgrade its equipment, this triggers an application fee, lengthy administrative process, and lease amendments, all at additional time and cost.
- AT&T is forced to pay for any tower modifications necessary for AT&T's upgrades.
- Union Pacific's needs cannot be satisfied on the existing SBA tower.

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Sherman
&Howard

CUP 23-0011 / Variance 23-0006
1505 East Keystone Road
Brawley, CA
(APN 041-200-008-000)



DocuSign Envelope ID: BC726915-13B4-40EA-8AD1-D19C657615D4

Proposed Wireless Facility

- Proposed Facility: 200'-foot monopole tower with a 10'-foot lightning rod for a total height of 210'.
- Zone: A-2 (General Agriculture)

Alternative Site Analysis

- CitySwitch's tenant (AT&T) is currently collocated on a tower owned by SBA Structures, LLC, located approximately 0.20 miles south of the proposed tower.
- SBA tower is economically burdensome for AT&T.
- SBA lease terms are outdated and not competitive in the marketplace. SBA will not negotiate better terms.
- SBA tower is not feasible for Union Pacific, which requires direct access to their equipment along the railroad line.



Economic Burden and Technologic Feasibility of SBA Tower

- AT&T has collocated on the existing SBA tower since June 2013.
- The site has become a high-cost antenna site for AT&T.
- Current rent charged by SBA is **more than 2 times** what CitySwitch will charge AT&T.
- Over 20 years, that will amount to **more than \$3 million** additional dollars to collocate on SBA's tower, rather than CitySwitch's.
- SBA has resisted lease amendments and an economically sustainable cost structure, even though the marketplace has become more competitive.
- AT&T's lease with SBA does not include "set aside" capacity for future wireless upgrades. Each time AT&T wishes to upgrade its equipment, this triggers an application fee, lengthy administrative process, and lease amendments, all at additional time and cost.
- AT&T is forced to pay for any tower modifications necessary for AT&T's upgrades.
- Union Pacific's needs cannot be satisfied on the existing SBA tower.

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CitySwitch's CUP and Variance Applications Meet All Legal Requirements

Sherman
& Howard



CitySwitch's CUP and Variance Applications Meet Legal Requirements



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;
- B. The proposed use is consistent with the purpose of the zone or sub-zone within which the use will be located;
- 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](#);
- 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;
- 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;
- F. The proposed use does not violate any other law or ordinance;
- G. The proposed use is not granting a special privilege.

The decision-making authority shall deny an application if it cannot make all of the above findings.

(Prior code § 90203.09)

- Imperial County Land Use Code – Section 90203.09: Action on a Conditional Use Permit
- No findings by Imperial County that Applications do not meet the requirements for a Conditional Use Permit.

CitySwitch's CUP and Variance Applications Meet Legal Requirements

- Section 90202.08: Variance Approval Requirements
- No findings by Imperial County that Applications do not meet the requirements for a Variance.

90202.08 - Action on a variance.

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

(Prior code § 90202.08)





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CitySwitch's CUP and Variance Application Meet Legal Requirements

- Section 92404.01 – General Requirements for Communication Facilities
 - No findings by Imperial County that the Applications do not meet the General Requirements for Communications Facilities.
- Section 92405.01 – Permitting Requirements
 - No findings by Imperial County that the Applications do not meet the Permitting Requirements.
- Section 92406.01 – Alternative Analysis
 - County made no findings regarding CitySwitch's Alternative Analysis, which demonstrated the infeasibility of continued co-location on the existing SBA towers.

CitySwitch's CUP and Variance Applications Meet Legal Requirements

- Federal Telecommunications Act – Section 332(c)(7)(B)(i)(II)
 - “regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof ... **shall not prohibit or have the effect of prohibiting the provision of wireless services.**”
- 2018 FCC Order in *Accelerating Wireless Broadband Deployment by Removing Barriers in Infrastructure Investment*, 33 FCC Rcd. 9018 (2018).
 - Section 332(c)(7) prohibits government action that “materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.”
 - This standard only requires a material inhibition, not necessarily total inhibition.
 - Material inhibition in this case: (1) forcing providers like AT&T to incur higher rent and lease costs to provide services; (2) forcing providers to allocate R&D and equipment upgrade costs to high rents; (3) more limited services overall if providers decide to withdraw; (4) limiting deployment of FirstNet for emergency responders.

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Imperial County Staff Reports

- **Imperial County Staff Report Findings:**

- Communication facilities are allowed in the applicable zones with Conditional Use Permits.
- Proposed projects are consistent with the applicable zones.
- Proposed projects are “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 ...”

- **No Discussion Of:**

- Economic and technologic infeasibility of continued collocation on SBA towers.
- Other “purposes” of the Wireless Ordinance that are furthered by granting these Applications, such as:
 - (A) protecting residential areas from towers;
 - (B) encouraging location of towers in non-residential areas;
 - (G) enhancing the ability of providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.

DocuSign Envelope ID: BC726915-13B4-40EA-8AD1-D19C657615D4



Planning Commission Vote

- **Approval of the CUP and Variance:**

- Allows CitySwitch to fulfill the federal requirement of providing personal wireless services to improve coverage and capacity in the County, including for residents, emergency service providers, and 911 services.
- Allows CitySwitch to provide more competitive rents and lease terms to potential collocators, which will attract additional providers to the area and increase coverage and capacity.
- Increases coverage and capacity within Imperial County.

- **Denial of the CUP and Variance:**

- Stifles competition with no recourse for cellular providers.
- Grants SBA an effective monopoly over wireless services within Imperial County.
- Prevents technology upgrades in an industry where technology is always-changing and equipment upgrades and modifications need to be made quickly.
- Forces cellular providers to divert resources from technology upgrades to higher-than-market rate rents.
- Prevent Union Pacific from having the telecommunications service it needs.
- Violates the federal Telecommunications Act.



Q&A

EXHIBIT 5



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

NOTIFICATION OF ACTION

Date of Decision: January 10, 2024

Decision Made By:

- THE PLANNING COMMISSION
- THE BOARD OF SUPERVISORS
- THE PLANNING DIRECTOR

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

Project: Conditional Use Permit #23-0009/Variance #23-0003/Initial Study #23-0009 (APN 039-310-019-001)

Dear Applicant/Engineer/Architect:

On **01/10/2024** the Imperial County Planning Commission, Board of Supervisors, Planning Director, through the public hearing process took the following action on your project.

(NOTICE: All Planning Director and Planning Commission actions have a ten (10) day appeal period during which time the decision may be appealed to the Planning & Development Services Department, and no further permitting of any type may be allowed by the Department)

APPROVED THE PROJECT:

The Planning Commission, the Planning Director, Board of Supervisors, approved your project subject to all the conditions discussed with you during the hearing process. (A copy of the CONDITIONS are attached hereto).

DENIED THE PROJECT:

You may have the right to appeal the decision of the Planning Director to the Planning Commission. You may have the right to appeal the decision of the Planning Commission to the Board of Supervisors. If you wish to file an appeal you must file your request with the Planning Director, which must include the payment of the appeals fee (\$1,000.00) within ten (10) days from the date, shown above. Attached are the requirements of an appeal. If no appeal is filed within ten (10) days, all rights to further administrative relief are waived.

PLEASE READ AND FOLLOW THE INSTRUCTIONS BELOW:

Your Conditional Use Permit (**23-0009**) is approved subject to the terms and conditions specified in the permit, a copy of the conditions are attached hereto. You are requested to submit a fee in the amount of **\$54.00** for the CUP to be recorded, with the additional **\$75.00** as per SB2 Real Estate Bill, Section Code 27388.0 which totals **\$129.00** Please make the check payable to the **Imperial County Recorders Department** and submit it to the **Imperial County Planning & Development Services Department**. In addition, a check in the amount of **\$15.00** made payable to the Imperial County Planning & Development should be submitted for the document to be notarized. As the Permittee you must sign, have the document notarized and returned to our Department for further processing. (Note: The CUP does not become effective until it is recorded).

In addition to the recording fee, the following additional amounts are required for your project. These amounts are determined by the findings of the project. Your project requires:

- a Negative Declaration or Mitigated Negative Declaration, with minimal or de minimis effect, the fee is **\$2,978.75** (\$2,916.75 for Negative Declaration or Mitigated Negative Declaration and \$62.00 documentary handling fee); or,
- an Environmental Impact Report (EIR), with minimal or de minimus effect, the fee is **\$4,113.25** (\$4,051.25 for the EIR and \$62.00 documentary handling fee); or,
- a CEQA Filing Fee No Effect Determination Form, with no effect on fish and wildlife, which can be obtained by contacting the CA Dept. of Fish and Game at (760) 922-6508, the fee is **\$62.00** documentary handling fee.
- was exempt from CEQA, the fee is **\$62.00** documentary handling fee.

These fees are to be made payable to the **Imperial County Clerk Department**. Please note that these fees are in addition to the recording fee, and these fees should be submitted to the Imperial County Planning & Development Services Department as soon as possible for further processing of your CUP. **A separate check (totaling 3) is required for each appropriate fee above.**

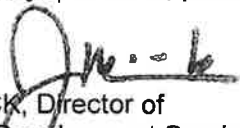
LEGAL RIGHT

PLEASE READ THE FOLLOWING STATEMENT - CAREFULLY:

"The time within which judicial review of this decision must be sought is governed by the Code of Civil Procedure 1094.6, which has been made applicable to the County of Imperial and any Commission, Board, including the Imperial County Board of Supervisors, the Planning Commission, agency, officer, or agent of the County by resolution. Any petition or other paper seeking judicial review must be filed in the appropriate court no later than ninety (90) days following the date on which this decision becomes final; however, if within ten (10) days after the decision becomes final, a request for the record of the proceedings is filed and the required deposit in the amount sufficient to cover the estimated cost of preparation of such record is timely deposited, the time within which such petition may be filed in court is extended to no later than the thirty (30) days following the date on which the record is either personally delivered or mailed to the party or his attorney of record, if he/she has one. A written request for the preparation of the record of the proceedings shall be filed with **Jim Minnick, Director of Planning & Development Services, County of Imperial, 801 Main Street, El Centro, California, 92243**. For purposes of this notice, the decision becomes final upon the expiration of the period during which an appeal may be sought; provided that if an appeal is sought, the decision is final for purposes of this notice on the date the appeal is denied.

If you have any questions, please feel free to call this Department at (442) 265-1736.

Sincerely,



JIM MINNICK, Director of
Planning & Development Services Department

ATTACHMENT(S): CUP Agreement

LANS.VALLUSERGAPN039310019\CUP23-0009_V23-0003_IS23-0009\PC\CUP23-0009_NOA_01_10_24.DOC



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

NOTIFICATION OF ACTION

Date of Decision: January 10, 2024

Decision Made By:

- THE PLANNING COMMISSION
- THE BOARD OF SUPERVISORS
- THE PLANNING DIRECTOR

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

Project: Conditional Use Permit #23-0010/Variance #23-0004/Initial Study #23-0010 (APN 056-470-002-001)

Dear Applicant/Engineer/Architect:

On **01/10/2024** the Imperial County Planning Commission, Board of Supervisors, Planning Director, through the public hearing process took the following action on your project.

(NOTICE: All Planning Director and Planning Commission actions have a ten (10) day appeal period during which time the decision may be appealed to the Planning & Development Services Department, and no further permitting of any type may be allowed by the Department)

APPROVED THE PROJECT:

The Planning Commission, the Planning Director, Board of Supervisors, approved your project subject to all the conditions discussed with you during the hearing process. (A copy of the CONDITIONS are attached hereto).

DENIED THE PROJECT:

You may have the right to appeal the decision of the Planning Director to the Planning Commission. You may have the right to appeal the decision of the Planning Commission to the Board of Supervisors. If you wish to file an appeal you must file your request with the Planning Director, which must include the payment of the appeals fee (\$1,000.00) within ten (10) days from the date, shown above. Attached are the requirements of an appeal. If no appeal is filed within ten (10) days, all rights to further administrative relief are waived.

PLEASE READ AND FOLLOW THE INSTRUCTIONS BELOW:

Your Conditional Use Permit (**23-0010**) is approved subject to the terms and conditions specified in the permit, a copy of the conditions are attached hereto. You are requested to submit a fee in the amount of **\$54.00** for the CUP to be recorded, with the additional **\$75.00** as per SB2 Real Estate Bill, Section Code 27388.0 which totals **\$129.00** Please make the check payable to the **Imperial County Recorders Department** and submit it to the **Imperial County Planning & Development Services Department**. In addition, a check in the amount of **\$15.00** made payable to the Imperial County Planning & Development should be submitted for the document to be notarized. As the Permittee you must sign, have the document notarized and returned to our Department for further processing. (Note: The CUP does not become effective until it is recorded).

In addition to the recording fee, the following additional amounts are required for your project. These amounts are determined by the findings of the project. Your project requires:

- a Negative Declaration or Mitigated Negative Declaration, with minimal or de minimis effect, the fee is **\$2,978.75** (\$2,916.75) for Negative Declaration or Mitigated Negative Declaration and \$62.00 documentary handling fee); or,
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- a CEQA Filing Fee No Effect Determination Form, with no effect on fish and wildlife, which can be obtained by contacting the CA Dept. of Fish and Game at (760) 922-6508, the fee is **\$62.00** documentary handling fee.
- was exempt from CEQA, the fee is **\$62.00** documentary handling fee.

These fees are to be made payable to the **Imperial County Clerk Department**. Please note that these fees are in addition to the recording fee, and these fees should be submitted to the Imperial County Planning & Development Services Department as soon as possible for further processing of your CUP. **A separate check (totaling 3) is required for each appropriate fee above.**


LEGAL RIGHT

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If you have any questions, please feel free to call this Department at (442) 265-1736.

Sincerely,


JIM MINNICK, Director of
Planning & Development Services Department

ATTACHMENT(S): CUP Agreement

LANS.VALLUSERSVAPN0559470002\CUP23-0010_1523-0010_V23-0004\PC\CUP23-0010.NOA.01.10.24.DOC



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

NOTIFICATION OF ACTION

Date of Decision: January 10, 2024

Decision Made By:

- THE PLANNING COMMISSION
- THE BOARD OF SUPERVISORS
- THE PLANNING DIRECTOR

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

Project: Conditional Use Permit #23-0011/Variance #23-0006/Initial Study #23-0011 (APN 041-200-008-001)

Dear Applicant/Engineer/Architect:

On **01/10/2024** the Imperial County Planning Commission, Board of Supervisors, Planning Director, through the public hearing process took the following action on your project.

(NOTICE: All Planning Director and Planning Commission actions have a ten (10) day appeal period during which time the decision may be appealed to the Planning & Development Services Department, and no further permitting of any type may be allowed by the Department)

APPROVED THE PROJECT:

The Planning Commission, the Planning Director, Board of Supervisors, approved your project subject to all the conditions discussed with you during the hearing process. (A copy of the CONDITIONS are attached hereto).

DENIED THE PROJECT:

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PLEASE READ AND FOLLOW THE INSTRUCTIONS BELOW:

Your Conditional Use Permit (**23-0011**) is approved subject to the terms and conditions specified in the permit, a copy of the conditions are attached hereto. You are requested to submit a fee in the amount of **\$54.00** for the CUP to be recorded, with the additional **\$75.00** as per SB2 Real Estate Bill, Section Code 27388.0 which totals **\$129.00** Please make the check payable to the **Imperial County Recorders Department** and submit it to the **Imperial County Planning & Development Services Department**. In addition, a check in the amount of **\$15.00** made payable to the Imperial County Planning & Development should be submitted for the document to be notarized. As the Permittee you must sign, have the document notarized and returned to our Department for further processing. (Note: The CUP does not become effective until it is recorded).

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Sincerely,


JIM MINNICK, Director of
Planning & Development Services Department

ATTACHMENT(S): CUP Agreement

LA\S\ALLUSERS\APN\0561470\23\CUP23-0010_IS23-0010_V23-0004\FC\CUP23-0010 NOA 01.10.24 DOC

ATTACHMENT "F"
CUP #23-0009 & VARIANCE #23-
0003 PC PACKAGE

PROJECT REPORT

TO: PLANNING COMMISSION

AGENDA DATE: January 10, 2024

FROM: PLANNING & DEVELOPMENT SERVICES

AGENDA TIME: 9:00 AM/ No.7

CitySwitch

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

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

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

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

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

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

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

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

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

INITIAL STUDY: #23-0009

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

REQUESTED ACTION:

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

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

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

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

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

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

Project Location:

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

Project Summary:

The Imperial County Planning and Development Services Department received a Conditional Use Permit (CUP) & Variance application, and supporting documentation from CitySwitch, proposing to install a 155-foot, monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" foot fenced area on parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way.

Per their CUP Application CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The project requires a Conditional Use Permit (#23-0009) for the monopole tower and a Variance (#23-0003) to exceed the 100-foot height limitation for the Recreation/Open Space (S-2) zoned area by 65 feet.

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

Project Background:

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

Land Use Analysis:

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

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

Surrounding Land Use Ordinance:

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

Environmental Review:

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

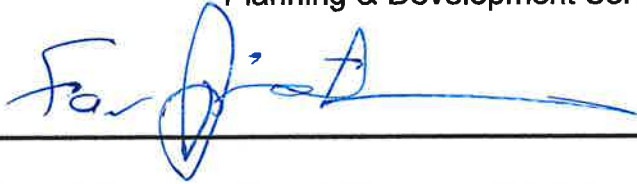
The project was publicly posted and circulated from November 21, 2023, through December 16, 2023, all comments were received, reviewed and made part of this project.

Staff Recommendation:

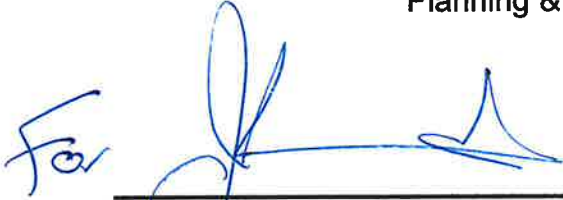
Staff recommends that the Planning Commission hold a public hearing, hear all the proponents and opponents of the proposed project, and then take the following actions:

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

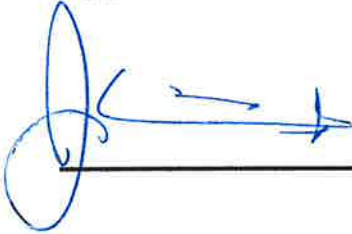
Prepared By: Luis Valenzuela, Planner II
Planning & Development Services



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



Approved By: Jim Minnick, Director
Planning & Development Services

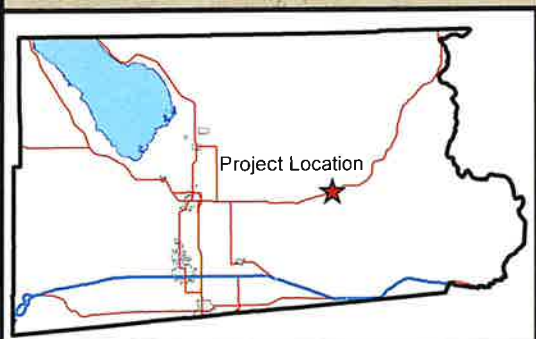
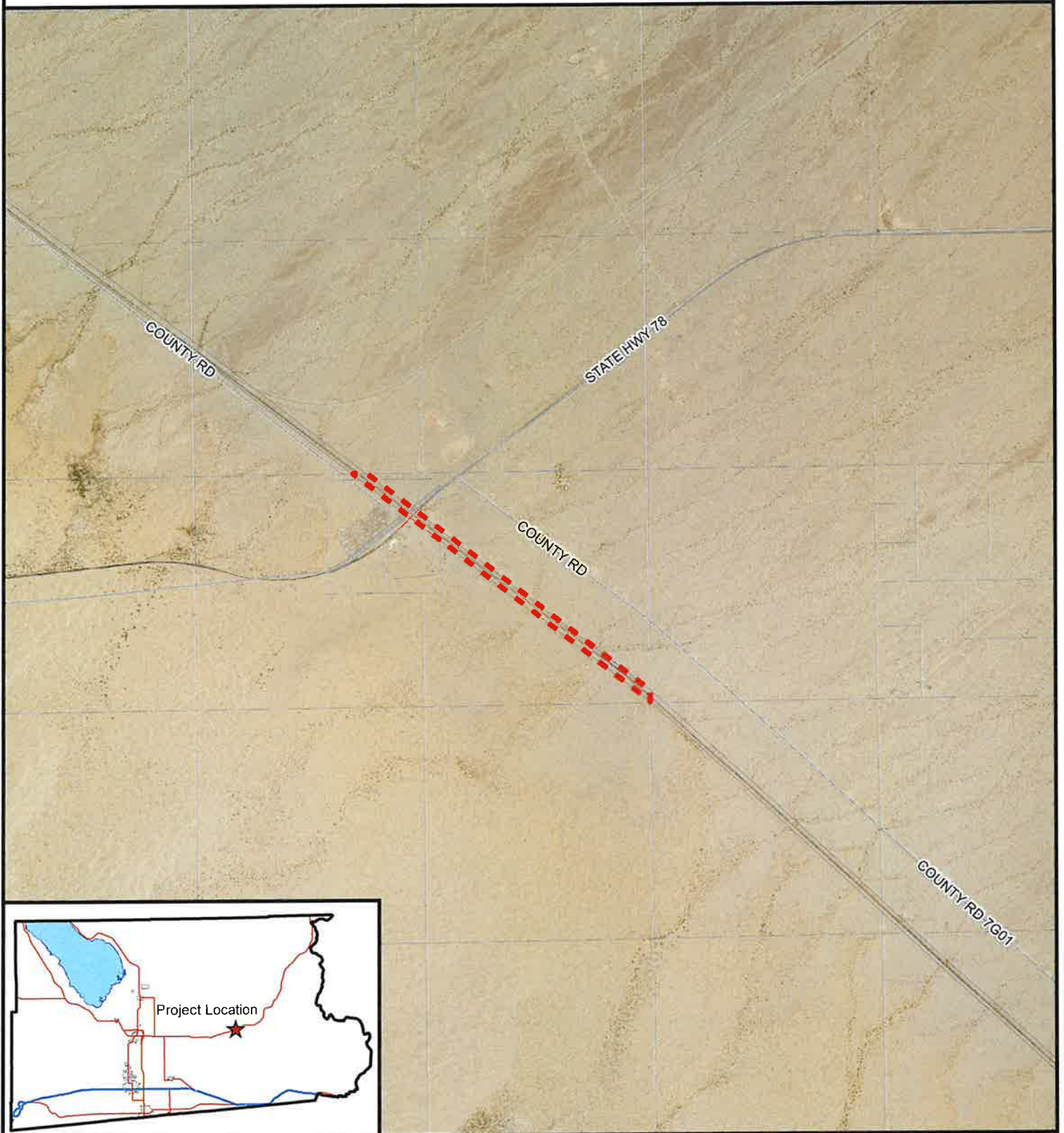


- Attachments:**
- A. Vicinity Map
 - B. Site Plan
 - C. CEQA Resolutions CUP#23-0009
 - D. Variance Resolutions V#23-0003
 - E. Planning Commission Resolution
 - F. CUP#23-0009- Conditions of Approval
 - G. EEC Package
 - H. ALUC Package
 - I. Conditional Use Permit #23-0009 Application & Supporting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




**ATTACHMENT “A” – VICINITY
MAP**

PC ORIGINAL PKG

PROJECT LOCATION MAP



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


	Project Location
	Centerline
	Parcels





PC ORIGINAL PKG


ATTACHMENT "B"- SITEPLAN


PC ORIGINAL PKG











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

ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: UM
 CHECKED BY: RSM

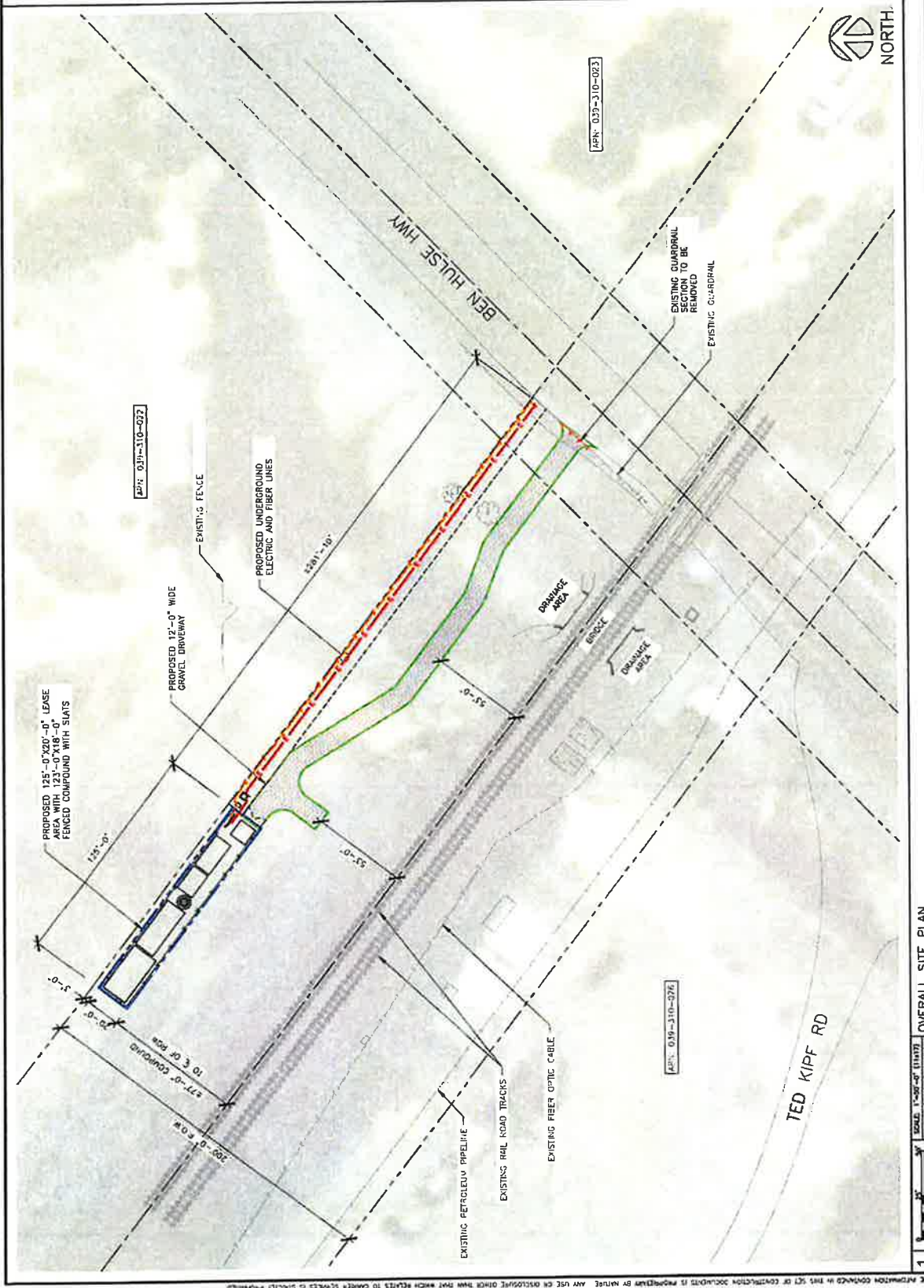
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/23	ZONING DRAWINGS

*1. REVISIONS TO THIS DRAWING SHALL BE MADE BY THE ORIGINAL DESIGNER OR HIS AUTHORIZED REPRESENTATIVE. ANY CHANGES MADE BY OTHER PERSONS WITHOUT THE WRITTEN CONSENT OF THE ORIGINAL DESIGNER SHALL BE AT THE USER'S RISK.

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

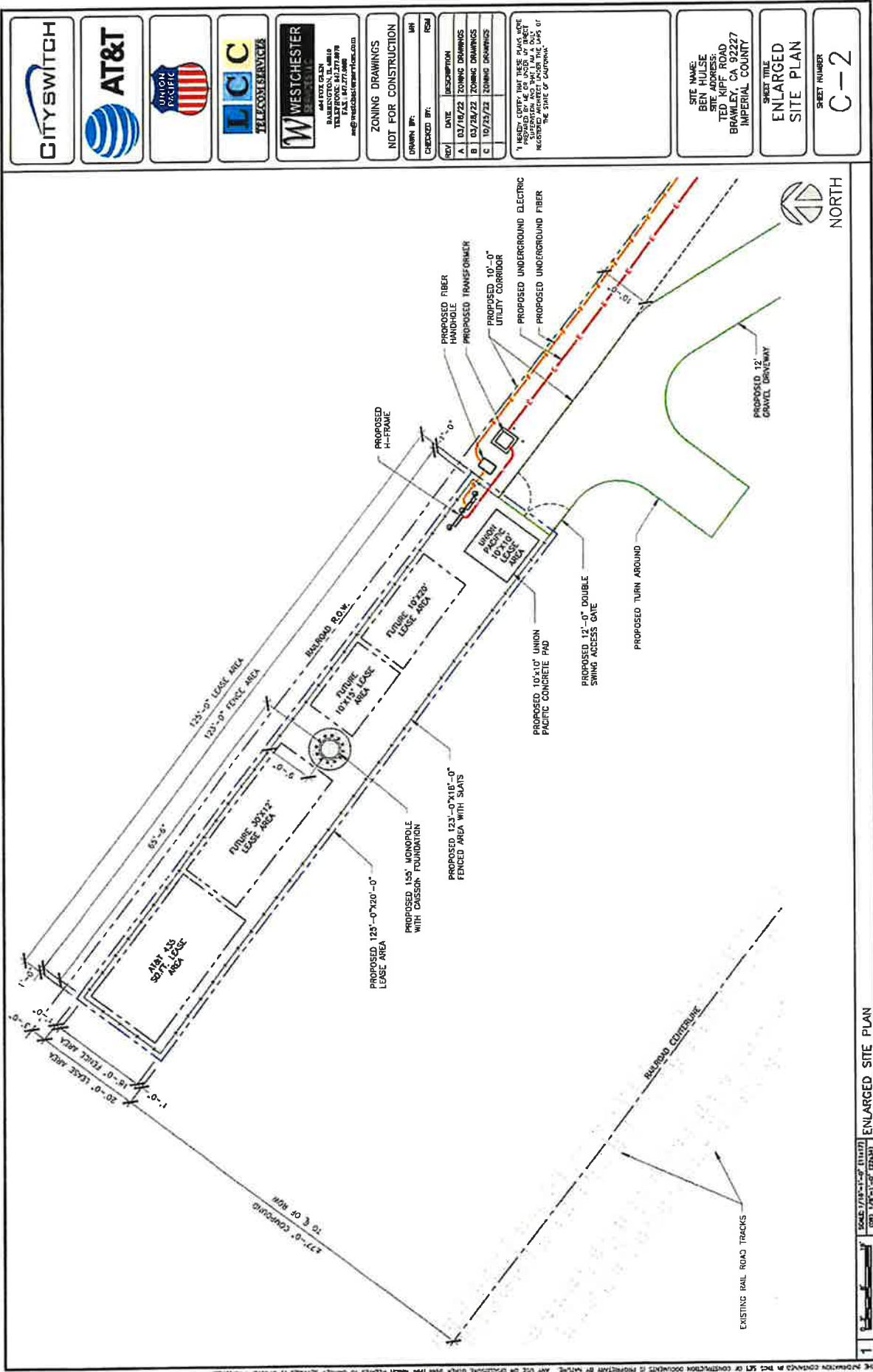
SHEET TITLE:
**OVERALL
 SITE PLAN**

SHEET NUMBER:
C-1



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PC ORIGINAL PKG



CITY SWITCH

AT&T

UNION PACIFIC

LCC TELECOMMUNICATIONS

WESTCHESTER
444 FOLEY CIRCLE
 BARKINGTON, IL 60109
 TELEPHONE: 815.771.9778
 FAX: 815.771.9779
 WWW.WESTCHESTERTELECOM.COM

ZONING DRAWINGS
NOT FOR CONSTRUCTION

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

1. READY COPY. THAT THESE PLANS WERE PREPARED BY A LICENSED PROFESSIONAL ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
 BEN HULSE
 5755 AVENUE 23
 TRACY, CA 95376
 BRANLEY, CA 95227
 IMPERIAL COUNTY

SHEET TITLE:
 ENLARGED
SITE PLAN

SHEET NUMBER:
 C-2

PC ORIGINAL PKG

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

PC ORIGINAL PKG

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

Rudy Schaffner, Chairperson
Imperial County Planning Commission

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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PC ORIGINAL PKG

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

PC ORIGINAL PKG

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

- A. Are there special circumstances applicable to the property described in the variance application that do not apply generally to the property or class of use in the same zone or vicinity?

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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PC ORIGINAL PKG

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

PC ORIGINAL PKG

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rudy Schaffner, Chairperson
Imperial County Planning Commission

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

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PC ORIGINAL PKG

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

PC ORIGINAL PKG

1 Recorded Requested By and
When Recorded Return To:

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

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

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

12 **RECITALS**

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

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

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

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

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

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

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

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

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

11 **GENERAL CONDITIONS:**

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

17 **G1 COSTS:**

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

24 **G2 AUDIT OF BILLS:**

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

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

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

3 **G4 RECORDATION:**

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

13 **G5 COMPLIANCE/REVOCAION:**

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

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

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

G7 RIGHT OF ENTRY:

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

G8 TIME LIMIT:

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

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

3 **G9 DEFINITIONS:**

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

8 **G10 SPECIFICITY:**

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

14 **G11 HEALTH HAZARD:**

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

20 **G12 ENCROACHMENT PERMIT:**

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

23 **G13 REPORT(S):**

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

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

3 **G14 RESPONSIBLE AGENT:**

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

9 **G15 INDEMNIFICATION:**

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

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

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

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

G17 COMPLIANCE WITH ORDINANCE:

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

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(TOTAL "G" CONDITIONS are 17)

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

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

S2 ACCESS TO SITE:

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

S3 NO TRESPASSING SIGNS:

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

S4 HOURS OF OPERATION:

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

S5 ANCILLARY USES & ADDITIONAL LAND USE PERMITS:

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

S6 SUSPENSION OF OPERATIONS:

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

S7 ENFORCEMENT ACTION:

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

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

S8 LIGHT & GLARE:

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

S9 CONFLICTING PERMIT CONDITIONS:

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

S10 MINOR ADMINISTRATIVE MODIFICATION:

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

S11 LATEST CODES GOVERN:

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

S12 VARIANCE:

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

S13 LIGHTING:

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

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

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

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

8 **S14 COMMUNICATION FREQUENCY:**

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

12 **S15 FREQUENCY COORDINATION:**

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

16 **S16 TOWER EMERGENCY INFORMATION:**

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

19 **S17 RESTORATION SURETY:**

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

26 (b) The amount of security may be administratively increased by the Planning Department
27 or the Planning Commission, upon a finding that the characteristics of the site warrants
28 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 Materials and Construction Site Permit reflecting the project site address, allowing all eligible sales tax payments

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

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

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

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

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

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

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

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

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S22 CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) 5:

Right of Way

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

(TOTAL "S" CONDITIONS are 22)

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

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

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

PERMITTEE

Cityswitch

Date

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

James Minnick, Director of
Planning & Development Services

Date

PERMITTEE NOTARIZATION

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

STATE OF _____

COUNTY OF _____ } S.S.

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

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

WITNESS my hand and official seal

Signature _____

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

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

Dated _____

COUNTY NOTARIZATION

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

STATE OF CALIFORNIA

COUNTY OF IMPERIAL } S.S.

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

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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**

PC ORIGINAL PKG

PROJECT REPORT

**TO: ENVIRONMENTAL EVALUATION
COMMITTEE**

AGENDA DATE: November 16, 2023

FROM: PLANNING & DEVELOPMENT SERVICES

AGENDA TIME: 1:30 PM/ No.2

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

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

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

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

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

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION:

HEARING DATE: _____

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION:

HEARING DATE: _____

APPROVED DENIED OTHER

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

INITIAL STUDY: #23-0009

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

IID, CEO, Caltrans, IVECA, Quechan Indian Tribe

REQUESTED ACTION:

(See Attached)

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

LV/S:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\EEC\CUP23-0009 EEC PROJECT REPORT 11.16.23.docx

PC ORIGINAL PKG

EEC ORIGINAL PKG

NEGATIVE DECLARATION
 MITIGATED NEGATIVE DECLARATION

*Initial Study & Environmental Analysis
For:*

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



Prepared By:

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

November 2023

PC ORIGINAL PKG

EEC ORIGINAL PKG

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SECTION 1 INTRODUCTION

A. PURPOSE

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

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

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

According to Section 15065, an **EIR** is deemed appropriate for a particular proposal if the following conditions occur:

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

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

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

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

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

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

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

C. INTENDED USES OF INITIAL STUDY AND NEGATIVE DECLARATION

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

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

D. CONTENTS OF INITIAL STUDY & NEGATIVE DECLARATION

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

SECTION 1

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

SECTION 2

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

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

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

SECTION 3

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

IV. PERSONS AND ORGANIZATIONS CONSULTED identifies those persons consulted and involved in preparation of this Initial Study and Negative Declaration.

V. REFERENCES lists bibliographical materials used in preparation of this document.

VI. NEGATIVE DECLARATION – COUNTY OF IMPERIAL

VII. FINDINGS

SECTION 4

VIII. RESPONSE TO COMMENTS (IF ANY)

IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP) (IF ANY)

E. SCOPE OF ENVIRONMENTAL ANALYSIS

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

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

F. POLICY-LEVEL or PROJECT LEVEL ENVIRONMENTAL ANALYSIS

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

G. TIERED DOCUMENTS AND INCORPORATION BY REFERENCE

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

1. Tiered Documents

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

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

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

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

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

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

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

2. Incorporation By Reference

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

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

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

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

II. *Environmental Checklist*

1. **Project Title:** Cityswitch - Conditional Use Permit #23-0009 Variance #23-0003 Initial Study #23-0009
2. **Lead Agency:** Imperial County Planning & Development Services Department
3. **Contact person and phone number:** Luis Valenzuela, Planner I, (442) 265-1736, ext. 1749
4. **Address:** 801 Main Street, El Centro CA, 92243
5. **E-mail:** luisvalenzuela@co.imperial.ca.us
6. **Project location:** The project site is located at 5395 E Hwy 78, Brawley, CA, further identified as Assessor's Parcel Number 039-310-019-000.
7. **Project sponsor's name and address:** Cityswitch
1900 Century Place NE, Suite 320,
Atlanta, GA 30345
8. **General Plan designation:** Recreation/Open Space
9. **Zoning:** S-2 (Open Space)
10. **Description of project:** The applicant, Cityswitch, is proposing to install a 155-foot, monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" foot fenced area on parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower to be located at 5395 E Hwy 78, Brawley, CA would be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The project requires a Conditional Use Permit (#23-0009) for the monopole tower and a Variance (#23-0003) to exceed the 100-foot height limitation for the Recreation/Open Space (S-2) zoned area by 65 feet.

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

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

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

11. **Surrounding land uses and setting:** The proposed wireless communication facility would be located at 5395 E Hwy 78, Brawley, CA 92227 (northeast of State Highway 78). The property is identified as Assessor's Parcel Number (APN) 039-310-019-000 and is further described as a Portion of the State Board of Equalization (SBE) #872-13-6A-5 & -7-1 of Tract 37 & SEC 34 13-18 39.34AC. The proposed project site is surrounded by parcels zoned as S-2 (Open Space/Preservation) on the North, East, South and West.

12. **Other public agencies whose approval is required:** (e.g., permits, financing approval, or participation agreement.): Planning Commission

13. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

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

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

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

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

ENVIRONMENTAL EVALUATION COMMITTEE (EEC) DETERMINATION

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

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

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

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

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

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

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

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

for [Signature]

 Jim Minnick, Director of Planning/EEC Chairman

11-16-2023

 Date:

PROJECT SUMMARY

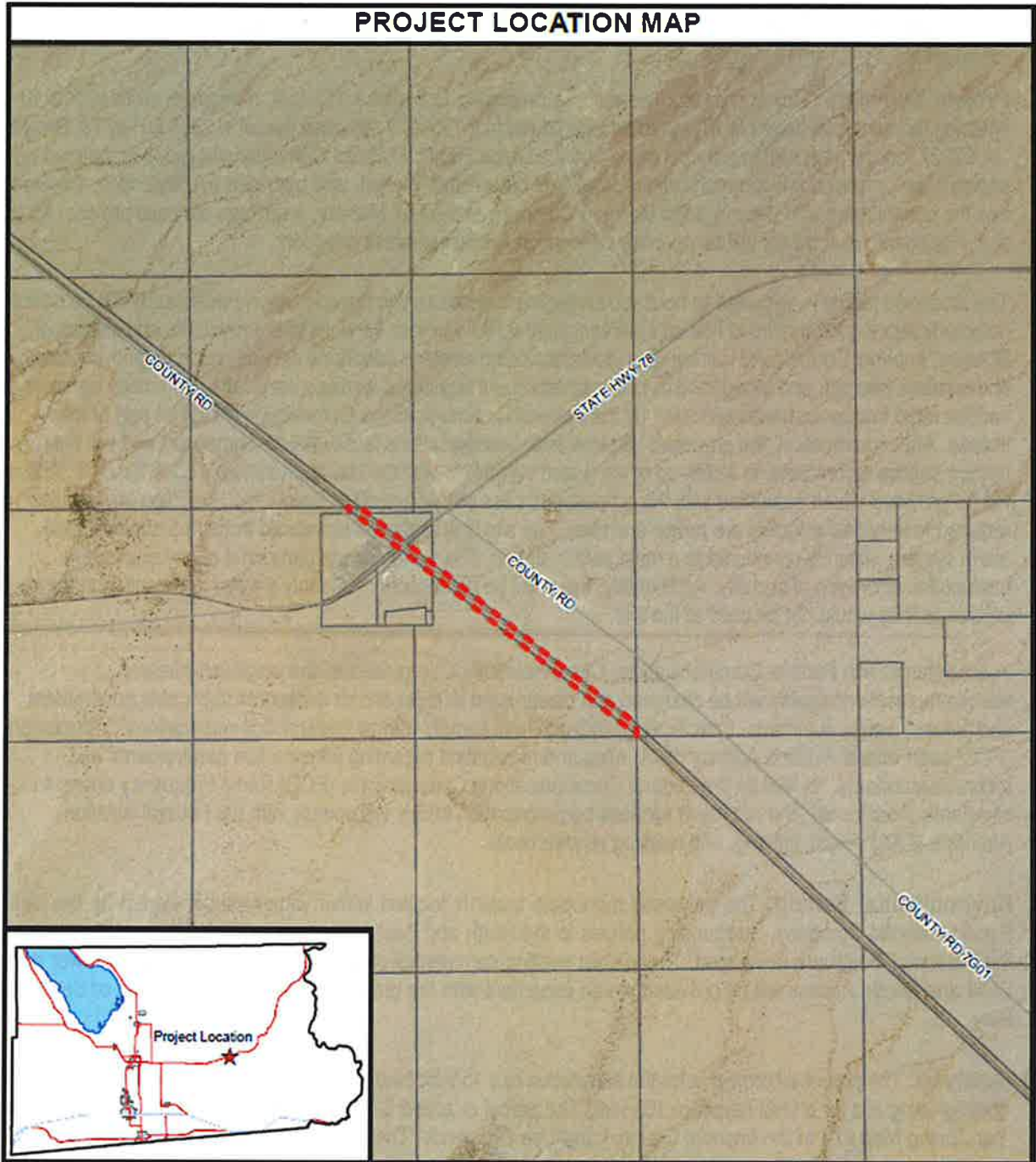
- A. Project Location:** The proposed project parcel is located at 5359 E Hwy 78, Brawley, CA; within the railroad right of way of a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The parcel is identified as Assessor's Parcel Number (APN) 039-310-019-000, in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

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

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

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

Exhibit "A"
Vicinity Map



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

 Project Location
 Centerline
 Parcels



EVALUATION OF ENVIRONMENTAL IMPACTS:

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

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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I. AESTHETICS

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

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

a) Four areas within the County have the potential as state-designated scenic highways; however, the project site is not located near any scenic vista or scenic highway according to the Imperial County General Plan Circulation and Scenic Highway Element¹ and California State Scenic Highway System Map². Additionally, the proposed self-supported monopole telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment. No impacts are expected.
- b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?

b) As previously stated, the proposed project is not located near a Scenic vista or Scenic Highway and would not substantially damage scenic resources. Therefore, no impact is expected.
- c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surrounding? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

c) The proposed self-supported monopole telecommunication tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment and would not significantly or physically degrade the visual character or quality of public views of the site and its surroundings. It is also consistent with the Aesthetic requirements as specified on the County's Communication Ordinance (Division 24), Section 92404.01(R). No impacts are anticipated.
- d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

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

II. AGRICULTURE AND FOREST RESOURCES

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

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

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

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? b) The County of Imperial has no current active Williamson Act contracts. Additionally, according to the California Williamson Act Enrollment Finder⁴, Imperial County is withdrawn from the 2022 Williamson Act; therefore, the proposed project is not expected to conflict with existing zoning for agricultural use, or a Williamson Act Contract. No Impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? c) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported monopole telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Recreation per Imperial County General Plan Land Use Map⁵, the proposed project does not expect nor anticipate to conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 5114(g)). Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use? d) As previously stated under item (II)(c) above, the proposed project is not located in a forest land, therefore, it is not expected to result in the loss of forest land or conversion of forest land to non-forest. Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? e) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported monopole telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Recreation per Imperial County General Plan Land Use Map⁵, development of the proposed project would not result in the loss or conversion of farmland to non-agricultural use or conversion of forestland to non-forest use. Therefore, less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

III. AIR QUALITY

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

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

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

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

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

IV. BIOLOGICAL RESOURCES *Would the project:*

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

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

- b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

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

- c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

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

- d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

d) The proposed project site is located on a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way zoned as S-2 (Open Space) with an area of approximately ±12.10 acres adjacent to other parcels with same zone with existing recreational uses. As previously stated on item (IV)(b) above, the project site is not located within a Sensitive Habitat; therefore, it would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. Any impacts are expected to be less than significant.

¹ IC General Plan Conservation and Open Space Element Figure 1
² <http://www.icpds.com/CMS/Media/Conservation-&-Open-Space-Element-2016.pdf>

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
e) Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance? e) The proposed project is not expected to conflict with any local policy or ordinances protecting biological resources, such as tree preservation policy or ordinance. No impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? f) The proposed project is not expected to conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

V. CULTURAL RESOURCES *Would the project:*

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

VI. ENERGY *Would the project:*

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

VII. GEOLOGY AND SOILS *Would the project:*

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving: a) The proposed telecommunications tower facility does not appear to conflict with the geology and soils of adjacent parcels in the area. Construction and erection of the proposed self-supported monopole telecommunications tower with associated remote and unmanned equipment will be subjected to comply with the latest edition of the California Building Code¹⁴ as well as to go through a ministerial building permit review. Therefore, the proposed project would not directly or indirectly cause a potential substantial adverse effects, including risk of loss, injury, or death involving. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? 1) According to the most recent Alquist-Priolo Earthquake Fault Zoning Map¹⁵, California Department of Conservation: Fail Activity Map¹⁶, the United States Geological Survey's Quaternary Faults Map¹⁷, Imperial County General Plan Seismic and Public Safety Element¹⁹, Figure 1, "Seismic Activity in Imperial County Map^{18a}" and Figure 7, "Seismic Hazards Map^{18e}" the proposed project site is not located within known fault zone. Although the Sand Hills Fault is located approximately one (1) mile west of the proposed project site, Imperial County is classified as Seismic Zone D per Section 1613 et. seq. of the California Building Code¹⁴, which requires that any developments within this zone to incorporate the most stringent earthquake resistant measures. The proposed telecommunications tower project would be subject to compliance with the latest edition of the California Building Code (CBC) and through a ministerial building permit review. Adherence and compliance with these standards and regulations would bring any impacts to less than significant levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Strong Seismic ground shaking? 2) As previously stated on item (VII)(a)(1) above, the proposed project is located approximately one (1) mile away west of the Sand Hills Fault indicating potential seismic ground shaking could be expected. Subject to compliance with the latest version of the California Building Code and through agency review of building permits, would bring any impacts to less than significant levels.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Seismic-related ground failure, including liquefaction and seiche/tsunami? 3) The proposed project is not located in a Tsunami inundation area per the California Tsunami Inundation Map, additionally, the design and subsequent construction of the proposed project would be subject to the latest CBC regulations; therefore adherence to CBC would bring any potential seismic-related impacts such as ground failure to no impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Landslides? 4) The proposed project site topography is generally flat and according to the Imperial County General Plan Landslide Activity Map, Figure 2³, Seismic and Public Safety Element, the project site is not located within a landslide activity area; therefore, less than significant impacts are expected to occur related to landslide.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil? b) According to Imperial County General Plan's Seismic and Public Safety Element¹⁸, "Erosion Activity Map^{18c}," Figure 3, the proposed project is not located within the immediate vicinity of a substantial soil erosion area. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse? c) As previously stated on sections (VII)(a)(1)-(VII)(a)(4) and (VII)(b) above, the proposed project site is not located on a geological unit that would become unstable or collapse as a result of the proposed telecommunications facility project. Any construction would be subjected to compliance with the latest edition of the California Building Code and through a ministerial building permit review. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in the latest Uniform Building Code, creating substantial direct or indirect risk to life	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

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

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

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| e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

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

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

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

VIII. GREENHOUSE GAS EMISSION *Would the project:*

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

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

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|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Conflict with an applicable plan or policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

b) The proposed project would not conflict with any regulations under AB 32 Global Warming Solutions Act of 2006, of reducing the emissions of greenhouse gases to 1990 levels by 2020 provided that the applicant adheres to ACPD's and EHS' rules, regulations and requirements. Less than significant impacts are expected.

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

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<p>b) As previously stated on section (IX)(a) above, the proposed project is not expected to create a significant hazard to the public or environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment as no hazardous materials are anticipated as part of the project. Additionally, adherence to EHS' requirements should bring any impacts to less than significant.</p>				
<p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p> <p>c) The proposed project does not anticipate the emission of hazardous emissions or the handling of hazardous or acutely hazardous materials, substance, or waste as previously stated on items (IX)(a) and (IX)(b) above. Additionally, the project site is not located within a ¼ mile of any schools. The nearest school in the vicinity is the Holtville High School, which is located approximately 22 miles southwest of the proposed project site; therefore, it would not represent a risk to educational facilities. No impacts are expected.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p> <p>d) The proposed project is not located on a site included on a list of hazardous materials sites according to California Department of Toxic Substances Control EnviroStor²¹. Additionally, per Imperial County General Plan's Seismic and Public Safety Element¹⁸, "Hazardous Material Sites Map^{18d}," Figure 5, the proposed project site is not located within an identified hazardous materials site; therefore, no impacts are expected.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?</p> <p>e) The proposed project is not located within an airport land use plan per Imperial County Airport Land Use Compatibility Maps²². The closest airport is the Holtville Airport located approximately 16 miles southwest. Additionally, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported monopole telecommunication tower with associated remote and unmanned equipment project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon will be required for this proposed project. Compliance with Federal Aviation Administration (FAA) and ALUC standards, regulations, and recommendations would bring any impacts to less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?</p> <p>f) The proposed project site is not expected to interfere with an adopted emergency response plan or emergency evacuation plan. Per Imperial Valley Emergency Communications Authority comment letter dated June 08, 2023, future IVECA or Imperial County communication needs could necessitate tower space on the tower and other related on-site infrastructure. This would include, but be limited to, multiple antenna spaces, guaranteed antenna heights, and shelter space at no cost to Imperial County. It is expected that compliance with IVECA would bring impacts to less than significant levels.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?</p> <p>g) According to Cal Fire "Fire Hazard Severity Zones in State Responsibility Areas – Imperial County²⁴" adopted September 29, 2023, the proposed project site is not located within a fire hazard severity zone designated as Local Responsibility Area (LRA) classified as unzoned area, therefore, the proposed project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildfires. Future facility expansions may be subject to the inclusion of fire sprinklers and have either a private water or public source as pressurized hydrants for fire suppression. Compliance to Imperial County Fire Department (ICFD) standards would bring any impacts to less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

- a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?
- a) The proposed project is for the construction and erection of a self-supported monopole telecommunication tower**

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

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

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

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

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

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

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

- (ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

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

- (iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or,

(iii) The proposed project does not anticipate creating or contributing runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. As previously stated on items (X)(c) and (X)(c)(ii) above, Any proposed grading or planned stormwater drainage systems will require drainage application, review, and approval from the Imperial County Public Works Department and Imperial Irrigation District. Compliance with Imperial County Public Works Department and Imperial Irrigation District standards and requirements would ensure that any runoff water impacts would be reduced to less than significant levels.

- (iv) impede or redirect flood flows?

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

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

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

XI. LAND USE AND PLANNING Would the project:

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

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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | b) As mentioned above under item a), the proposed telecommunication tower will not result in the loss of availability of locally-important mineral resources recovery site delineated on a local general plan, specific plan or other land use plan. No impacts are expected. | | | | |

XIII. NOISE Would the project result in:

- | | | | | | |
|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) | Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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ordinance, or applicable standards of other agencies?

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

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

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

c) For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

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

XIV. POPULATION AND HOUSING *Would the project:*

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and business) or indirectly (for example, through extension of roads or other infrastructure)?

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

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

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

XV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

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

1) Fire Protection?

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

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

2) Police Protection?

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

3) Schools?

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

4) Parks?

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

5) Other Public Facilities?

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

XVI. RECREATION

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

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

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

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

XVII. TRANSPORTATION *Would the project:*

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

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote equipment. After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. The proposed telecommunications tower is not expected to conflict with the Imperial County General Plan Circulation and Scenic Highway Element 1 and/or any applicable plan, ordinance or policy related to it. Traffic impacts during construction and subsequent operations of the telecommunications facility are expected to be below the acceptable threshold by the County. Less than significant impacts are expected.

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

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

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proximity of the proposed project site to State Hwy 78 (CA SR-78), an encroachment permit will be required for any work within the Caltrans' Right-Of-Way prior to construction. Adherence and compliance with Caltrans requirements would bring any impacts to less than significant.

- c) Substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

c) The proposed project is for the construction and erection of a self-supported monopole telecommunication tower facility with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed project's site is compatible with the Imperial County General Plan Land Use Designation and the site design is not expected to increase hazards. Therefore, less than significant impacts are expected.

- d) Result in inadequate emergency access?

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

XVIII. TRIBAL CULTURAL RESOURCES

- a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is:

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

- (i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as define in Public Resources Code Section 5020.1(k), or

(i) The proposed telecommunication tower is not listed under the California Historical Resources²⁸ in County of Imperial, nor does it appear to be eligible under Public Resources Code Section 21074 or 5020.1 (k); therefore, any impact is expected to be less than significant.

- (ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe.

(ii) No significant resources listed as defined in the Public Resources Code Section 5024.1 are expected to be impacted by the proposed self-supported telecommunication tower with associated remote equipment. Any impacts are expected to be less than significant.

XIX. UTILITIES AND SERVICE SYSTEMS *Would the project:*

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

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

a) The proposed telecommunication tower is not expected to result in the relocation or construction of new or expand water, wastewater treatment or stormwater drainage, electrical power, natural gas, or telecommunications facility. On June 13, 2023, ICPDS received a comment letter from the Imperial Irrigation District¹³ advising if the proposed communication tower requires electrical service to contact IID. Moreover, any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape, and all water, sewer, storm water, or any other above ground or underground utilities, will require an encroachment permit; therefore Adherence to IID's recommendations and requirements would bring any impacts to less than significant.

b) Have sufficient water supplies available to serve the project from existing and reasonably foreseeable future development during normal, dry and multiple dry years?

b) The proposed project is for the construction and erection of a monopole telecommunication tower with associated remote equipment which does not anticipate the use of a water supply nor a change to the existing agricultural use on the parcel; therefore, any impacts are expected to be less than significant.

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

b) The proposed project does not anticipate any impacts to wastewater as it does not propose to generate any wastewaters; therefore, any impacts are expected to be less than significant.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

d) The proposed project does not anticipate an excess generation of solid waste. Less than significant impacts are expected.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

e) All proposed projects within the County shall contract with a licensed waste hauler for waste generated by the facility. The proposed telecommunication tower shall comply with federal, state, and local management and reduction statutes and regulations related to solid waste if any to be generated on a later time. Any impact are expected to be less than significant.

XX. WILDFIRE

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

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

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

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

b) As previously stated on section (XX)(a) above, the proposed project is not located within a Very High Fire Hazard Severity Zone (VHFHZ); therefore, impacts due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire are expected to be less than significant.

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

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
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sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

c) As previously stated under item (XV)(a)(1) – “Public Services” above, the project design may be required to install the appropriate infrastructure such as a private or a public source of water for fire suppression purposes such as pressurized hydrants. Adherence and compliance with Imperial County Fire Department requirements will bring any impacts to less than significant.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

d) As previously stated on item (VII)(a)(4) above, per Imperial County General Plan’s Seismic and Public Safety Element¹⁸, “Landslide Activity Map^{18b},” Figure 2, the proposed project is not located within a landslide activity area. The topography within the proposed project site is generally flat. Development, proposed project design and subsequent construction will be subjected to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Adherence and compliance to the California Building Code standards and regulations will bring any impacts to less than significant.

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

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

SECTION 3
III. MANDATORY FINDINGS OF SIGNIFICANCE

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

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

IV. PERSONS AND ORGANIZATIONS CONSULTED

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

A. COUNTY OF IMPERIAL

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

B. OTHER AGENCIES/ORGANIZATIONS

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

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

V. REFERENCES

1. Imperial County General Plan: Circulation and Scenic Highway Element
<https://www.icpds.com/assets/planning/circulation-scenic-highway-element-2008.pdf>
2. California State Scenic Highway System Map
<https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>
3. California Important Farmland Finder: Imperial County 2020
<https://maps.conservation.ca.gov/DLRP/CIFF/>
4. California Williamson Act Enrollment Finder
<https://maps.conservation.ca.gov/dlrp/WilliamsonAct/App/index.html>
5. Imperial County General Plan Land Use Map
<https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=078e1e32c6dc4223ba8c7d69d7c6c383>
6. Imperial County Air Pollution Control District comment letter dated June 14, 2023
7. Imperial County Division of Environmental Health comment letter dated May 30, 2023
8. Imperial County General Plan: Conservation and Open Space Element
<https://www.icpds.com/assets/planning/conservation-open-space-element-2016.pdf>
 - a) Figure 1: Sensitive Habitat Map
 - b) Figure 2: Sensitive Species Map
 - c) Figure 3: Agency-Designated Habitats Map
 - d) Figure 5: Areas of Heighten Historic Period Sensitivity Map
 - e) Figure 6: Known Areas of Native American Cultural Sensitivity Map
 - f) Figure 8: Existing Mineral Resources Map
9. National Wetlands Inventory Map: Surface Waters and Wetlands
<https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>
10. National Water Information System: Mapper
<https://maps.waterdata.usgs.gov/mapper/index.html>
11. California Sustainable Groundwater Management Act (SGMA) Data Viewer
<https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#currentconditions>
12. Quechan Indian Tribe comment email dated May 30, 2023
13. Imperial Irrigation District comment letter dated August 2, 2023
14. California Building Code 2022
15. California Geological Survey Hazard Program: Alquist-Priolo Fault Hazard Zones
<https://gqs.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=32.538703%2C-110.920388%2C6.00>
16. California Department of Conservation: Fault Activity Map
<https://maps.conservation.ca.gov/cgs/fam/>
17. United States Geological Survey's Quaternary Faults Map
<https://usgs.maps.arcgis.com/apps/webappviewer/index.html?id=5a6038b3a1684561a9b0aadf88412fcb>
18. Imperial County General Plan: Seismic and Public Safety Element
<https://www.icpds.com/planning/land-use-documents/general-plan/seismic-and-public-safety>
 - a) Figure 1: Seismic Activity in Imperial County Map
 - b) Figure 2: Landslide Activity Map
 - c) Figure 3: Erosion Activity Map
 - d) Figure 5: Hazardous Materials Sites Map
 - e) Figure 7: Seismic Hazards Map
19. California Tsunami Data Maps
<https://www.conservation.ca.gov/cgs/tsunami/maps>
20. United States Department of Agriculture- Natural Resources Conservation Service: Soils Map
<https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>
21. California Department of Toxic Substances Control: EnviroStor
<https://www.envirostor.dtsc.ca.gov/public/>

22. Imperial County Airport Land Use Compatibility Maps
<https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=46f7796b2dfb4a6db5311d7892f0b411>
23. Imperial Valley Emergency Communications Authority (IVECA) comment letter dated June 8, 2023
24. Cal Fire: Fire Hazard Severity Zones Maps – Imperial County
https://osfm.fire.ca.gov/media/6680/fhszs_map13.pdf
25. Federal Emergency Management Agency (FEMA) Flood Map Service Center: Flood Insurance Rate Map
<https://msc.fema.gov/portal/search?AddressQuery=851%20pitzer%20road%20heber%20ca#searchresultsanchor>
26. Imperial County General Plan: Noise Element
<https://www.icpds.com/assets/planning/noise-element-2015.pdf>
27. California Department of Transportation (Caltrans) comment letter dated June 14, 2023
28. California Historic Resources: Imperial County
<https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=13>
29. "County of Imperial General Plan EIR", prepared by Brian F. Mooney & Associates in 1993; and as Amended by County in 1996, 1998, 2001, 2003, 2006 & 2008, 2015, 2016.

VI. NEGATIVE DECLARATION – County of Imperial

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

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

Project Applicant: Cityswitch

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

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

VII. FINDINGS

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

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

The Initial Study identifies potentially significant effects but:

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

A MITIGATED NEGATIVE DECLARATION will be prepared.

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

NOTICE

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

11-16-2023
Date of Determination

Jim Minnick
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)

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COMMENT LETTERS

EEC ORIGINAL PKG

PC ORIGINAL PKG



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



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

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

Dear Mr. Valenzuela:

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

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

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

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

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

Sincerely,

Mark Schmidt
Imperial Valley Emergency Communications Authority (IVECA)
Emergency Communications Project Coordinator
markschmidt@co.imperial.ca.us
Cell: 442-283-1688

EEC ORIGINAL PKG

PC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

RECEIVED

Jim Minnick
DIRECTOR

JUN 12 2023

May 30, 2023
REQUEST FOR REVIEW
AND COMMENTS

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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

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

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

Project ID: CUP23-0009/V23-0003/IS23-0009

Project Location: 5395 E., Highway 78, Brawley, CA 92227 APN 039-310-019

Project Description: The applicant is submitting Conditional Use Permit and Variance application, proposing a 168' monopole tower with a 10'-0" lightning rod.

Applicants: Cityswitch

Comments due by: June 13th 2023 at 5:00PM

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

No comments

Name: Ana Gomez Signature: [Signature] Title: Ag Biologist

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

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AIR POLLUTION CONTROL DISTRICT



RECEIVED

JUN 14 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

June 13, 2023

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

SUBJECT: Conditional Use Permit 23-0009 & Variance 23-0003 – Cityswitch

Dear Mr. Minnick:

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

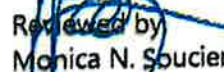
The Air District reminds the applicant that the project must comply with all Air District rules and regulations and would emphasize Regulation VIII. Regulation VIII is a collection of rules designed to maintain fugitive dust emissions below 20% visual opacity.

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

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

Respectfully,


Ismael Garcia
Environmental Coordinator


Reviewed by
Monica N. Soucier
APC Division Manager

California Department of Transportation

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

RECEIVED**JUN 14 2023****IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

June 14, 2023

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

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

Dear Mr. Valenzuela:

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

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

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

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

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

Caltrans has the following comments:

Traffic Engineering and Analysis

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

Design

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

Caltrans References:

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

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

Hydrology and Drainage Studies

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

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

Traffic Control Plan

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

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

Environmental

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

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

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

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

Broadband

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

Mitigation

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

Right-of-Way

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

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

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

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

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

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

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

Please see the following chapters in the Caltrans' manuals:

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

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

Sincerely,

Kimberly Dodson for

MAURICE A. EATON
Branch Chief
Local Development Review

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

COUNTY EXECUTIVE OFFICE

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




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

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MAY 31 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

May 31, 2023

TO: Luis Valenzuela, Planning and Development Services Department
FROM: Rosa Lopez-Solis, Executive Office 
SUBJECT: Comments – City Switch - CUP 23-0009

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

- Sales Tax Condition. The permittee is required to have a Construction Site Permit (prior to the issuance of any grading permits) reflecting the project site address, allowing all eligible sales tax payments are allocated to the **County of Imperial, Jurisdictional Code 13998**.
- The permittee will provide the County of Imperial a copy of the 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

PC ORIGINAL PKG

Melina Rizo

From: Mario Salinas
Sent: Tuesday, May 30, 2023 10:02 AM
To: Melina Rizo; Donald Vargas ; Jorge Perez
Cc: Jim Minnick; Michael Abraham; Diana Robinson; Luis Valenzuela; Aimee Trujillo; John Robb; Kamika Mitchell; Laryssa Alvarado; Rosa Soto; Valerie Grijalva
Subject: RE: CUP23-0009/V23-0003/IS23-0009 Requests for Comments

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Ms. Rizo,

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

Mario Salinas, MBA

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



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MAY 30 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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 30, 2023 9:50 AM
To: Alphonso Andrade <AlphonsoAndrade@co.imperial.ca.us>; Ana L Gomez <analgomez@co.imperial.ca.us>; Andrew Loper <AndrewLoper@co.imperial.ca.us>; Belen Leon <BelenLeon@co.imperial.ca.us>; Donald Vargas <dvgargas@iid.com>; Fred Miramontes <fmiramontes@icso.org>; H. Jill McCormick <historicpreservation@quechantribe.com>; Jeff Lamoure <JeffLamoure@co.imperial.ca.us>; Jolene Dessert <JoleneDessert@co.imperial.ca.us>; Jordan D. Joaquin <tribalsecretary@quechantribe.com>; Jorge Perez <JorgePerez@co.imperial.ca.us>; Marcus Cuero <marcuscuero@campo-nsn.gov>; Margo Sanchez <MargoSanchez@co.imperial.ca.us>; Mario Salinas <MarioSalinas@co.imperial.ca.us>; Miguel Figueroa <miguelfigueroa@co.imperial.ca.us>; Monica Soucier <MonicaSoucier@co.imperial.ca.us>; Robert Benavidez <rbenavidez@icso.org>; Robert Malek <RobertMalek@co.imperial.ca.us>; Rosa Lopez <RosaLopez@co.imperial.ca.us>;



COUNTY OF
IMPERIAL

DEPARTMENT OF
PUBLIC WORKS

155 S. 11th Street
El Centro CA
92243

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

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Public Works works for the Public



July 6, 2023

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

Attention: Luis Valenzuela, Planner I

SUBJECT: CUP 23-0009 / V 23-0003 / IS 23-0009 Cityswitch
Located on 15 W HWY 98, Calexico, CA 92231
APN's 058-180-001

RECEIVED

JUL 06 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

Dear Mr. Minnick:

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

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

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

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

Respectfully,

By: *David Dale*

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

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June 13, 2023

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JUN 13 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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

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

Dear Mr. Valenzuela

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

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

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

Luis Valenzuela
June 13, 2023
Page 2

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

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

Respectfully,



Donald Vargas
Compliance Administrator II

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

EEC ORIGINAL PKG

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Luis Valenzuela

From: Jill McCormick <historicpreservation@quechantribe.com>
Sent: Wednesday, August 2, 2023 10:27 AM
To: John Robb; Luis Valenzuela
Subject: RE: [EXTERNAL]:CUP23-0009 AB 52 Letter to Quechan

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

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

H. Jill McCormick M.A.
Ft. Yuma Quechan Indian Tribe
P.O. Box 1899
Yuma, AZ 85366-1899
Office: 760-572-2423
Cell: 928-261-0254



From: John Robb <JohnRobb@co.imperial.ca.us>
Sent: Wednesday, August 02, 2023 10:02 AM
To: Jill McCormick <historicpreservation@quechantribe.com>
Cc: Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Jim Minnick <JimMinnick@co.imperial.ca.us>; Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; Laryssa Alvarado <laryssaalvarado@co.imperial.ca.us>; Rosa Soto <RosaSoto@co.imperial.ca.us>
Subject: [EXTERNAL]:CUP23-0009 AB 52 Letter to Quechan

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

Good afternoon,

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

Document has been saved under the following pathway:

1
PC ORIGINAL PKG

EEC ORIGINAL PKG

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

Thank you,

John Robb

Office Assistant III

Imperial County Planning & Development Services

801 Main Street

El Centro, CA 92243

(442) 265-1736

(442) 265-1735 (Fax)

JohnRobb@co.imperial.ca.us



APPLICANT SUBMITTAL

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CONDITIONAL USE PERMIT

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


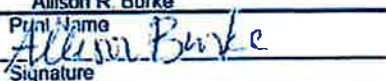
- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

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

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 155' monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Railroad right-of-way
12. DESCRIBE PROPOSED SEWER SYSTEM	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	4/11/23 Date
 Signature	
Allison R. Burke Print Name	4/11/23 Date
 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"/> _____	

CUP #
23-0009

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VARIANCE

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

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

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

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

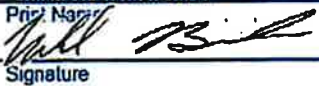

8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the S-2 district for a communications tower is 100'.

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

10. DESCRIBE THE ADJACENT PROPERTY

East	<u>vacant parcel</u>
West	<u>vacant parcel</u>
North	<u>vacant parcel</u>
South	<u>vacant parcel</u>

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

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

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APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



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

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

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

Table of Contents

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

Letter of Application

April 3, 2023

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

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APR 12 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

RE: Proposed CitySwitch Communications Facility – Ben Hulse CAC009
AT&T Site - 10066994
Ted Kipf Road
APN 039-310-022
Brawley, CA 92227

Dear Mr. Minnick:

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

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

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

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

Sincerely,



56620959.1

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Michael Bieniek, AICP
Zoning Director

Allison Burke

Allison R. Burke
Associate

Application Materials

SITE PLAN REQUIREMENTS

PLAN MUST:

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

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

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

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SITE PLAN REQUIREMENTS

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- a. be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted).
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- 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

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Site Data Sheet

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

Authorized Agent: Michael Bieniek, AICP
LCC Telecom Services
10700 Higgins Road
Suite 240
Rosemont, IL 60018

Allison R. Burke
Sherman & Howard, LLC
675 Fifteenth Street
Suite 2300
Denver, CO 80202

Tower Owner: CitySwitch
1900 Century Place NE
Suite 320
Atlanta, GA 30345

Applicant's Interest in the Property: Leasehold

Property Owner: Union Pacific Railroad
1400 Douglas Street
Omaha, NE 68179

Address of Property: Ted Kipf Road
Brawley, CA 92227

Parcel Number: APN: 039-310-022

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 155'-0" monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and telecommunications equipment to be located within a 125'-0" x 20'-0" ground area.

Right-of-Way Title



U.S. TITLE SOLUTIONS

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Phone (908) 849-3011 Fax (908) 849-7981
www.ustitlesolutions.com

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

Prepared For: LCC Telecom Services, LLC -
Premises: TBD, Winterhaven, CA 92283
Parcel: 039-310-019-000
County: Imperial

REPORT POWERED BY LAND-IT™

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

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

REPORT OF TITLE
SCHEDULE - I

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

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

Southern Pacific Company
5. **SOURCE OF TITLE** :

SBE Map,

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

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

EEC ORIGINAL PKG

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

**REPORT OF TITLE
SCHEDULE - I**

Parcel ID : 039-310-019-000
Tax Year : 2022
Status : Not Verified
Note : Tax Info not found online.

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

EEC ORIGINAL PKG

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

**REPORT OF TITLE
SCHEDULE - II**

(LEGAL DESCRIPTION)

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

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

EEC ORIGINAL PKG

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

REPORT OF TITLE
SCHEDULE - III

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

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

None found within period searched.

2. **JUDGMENTS AND LIENS**

None found within period searched.

3. **COVENANTS AND RESTRICTIONS**

None found within period searched.

4. **EASEMENTS AND RIGHTS OF WAY**

4.1 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** January 30, 2014, in [Instrument No: 2014001714.](#)

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

4.2 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** August 23, 2013, in [Instrument No: 2013019494.](#)

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

5. **OTHER RECORDED DOCUMENTS**

EEC ORIGINAL PKG

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

REPORT OF TITLE
SCHEDULE - III

5.1 Record of Survey **Recorded** December 28, 2017, in [Book 23, Page 7.](#)

Notes: Shows portion of the subject property

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

6. OTHER UNRECORDED DOCUMENTS

6.1 [Property Detail Report](#)

6.2 [SBE Map](#)

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

6.3 [Assessor's Map](#)

EEC ORIGINAL PKG

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

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1 : None found within period searched.

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

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

THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA.

By W. W. Beckett, Vice President
and by J. H. Miller, Asst. Secretary.

(CORPORATE SEAL)

State of California }
County of Los Angeles }

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

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

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

(NOTARIAL SEAL)

Recorded at request of Pioneer Title Insurance Company, Aug 1 1923. 413
at 20 min past 2 A. M., in Book 1 Page 100 of Official Records, Imperial County Records.

Wm. E. Lohdy County Recorder
By D. Cole, Deputy

IRVING H. SEAW ET AL
TO

INTER-CALIFORNIA RAILWAY COMPANY

1140V

THIS INSTRUMENT, made this 22th day of July, 1923, between IRVING H. SEAW and VIRGINIA SEAW, his wife, and ORVILLE W. SEAW and ESTELLA SEAW, his wife, the parties of the first part, and INTER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

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

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. TO HAVE AND TO HOLD and and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

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

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

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

State of California }
County of Imperial } ss

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

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

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

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

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

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

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

(NOTARIAL SEAL)

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

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

Fees \$1.00

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

ESTELLA SHAW ET OVS
VS
IMPERIAL CALIFORNIA RAILWAY COMPANY

11607

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

WITNESSETH:

THAT the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows: to-wit:

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

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

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

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

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

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

State of California }
County of Los Angeles } vs

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

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

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

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

(IMPERIAL SEAL)

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

Recorded at request of the Peoples Abstract & Title Company Sep. 20, 1923 at 9 P.M. Post 7 A.M. in Book 2 Page 283 of OFFICIAL RECORDS Imperial County Records, Fees, \$1.00

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

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

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

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

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

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

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

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

THIS conveyance is made upon the following express conditions:

- FIRST That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.
- SECOND That second party shall construct suitable waste ditch with boxes and drop box on premises of first party immediately east of the easterly line of the premises hereon conveyed; said ditch and boxes to be maintained by the first party.
- THIRD That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

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

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

STATE OF CALIFORNIA } ss.
 COUNTY OF LOS ANGELES }

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

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

(NOTARIAL SEAL)

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

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

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

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

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

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

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

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

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

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

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

ALBERT C. FINNEY
F. Abel. & T. Co., St. Centro.

Albert C. Finney (SEAL)
Louise Finney (SEAL)

STATE OF CALIFORNIA }
COUNTY OF IMPERIAL }

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

E. Donald Davis
Gora B. Anderson

STATE OF MICHIGAN }
COUNTY OF CALHOUN }

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

(NOTARIAL SEAL)

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

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

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

ASSIGNMENT OF MORTGAGE.

(THIS OR CAPITAL)

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

August 12, 1938

L-38-791

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

Dear Sir:

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

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

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

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

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

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

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

Very truly yours,

Lester P. Schoene
General Counsel

EEC ORIGINAL PKG

PC ORIGINAL PKG

RDS 8-67

RECORD OF SURVEY

A PORTION OF TRACT NO. 3148, R18C, E8M, COUNTY OF IMPERIAL, STATE OF CALIFORNIA

RECORDER'S ENDORSEMENT
I, the undersigned, Recorder of the County of Imperial, California, do hereby certify that the foregoing is a true and correct copy of the original Record of Survey filed for record in my office on this 15th day of August, 1967, at the City of San Diego, California.



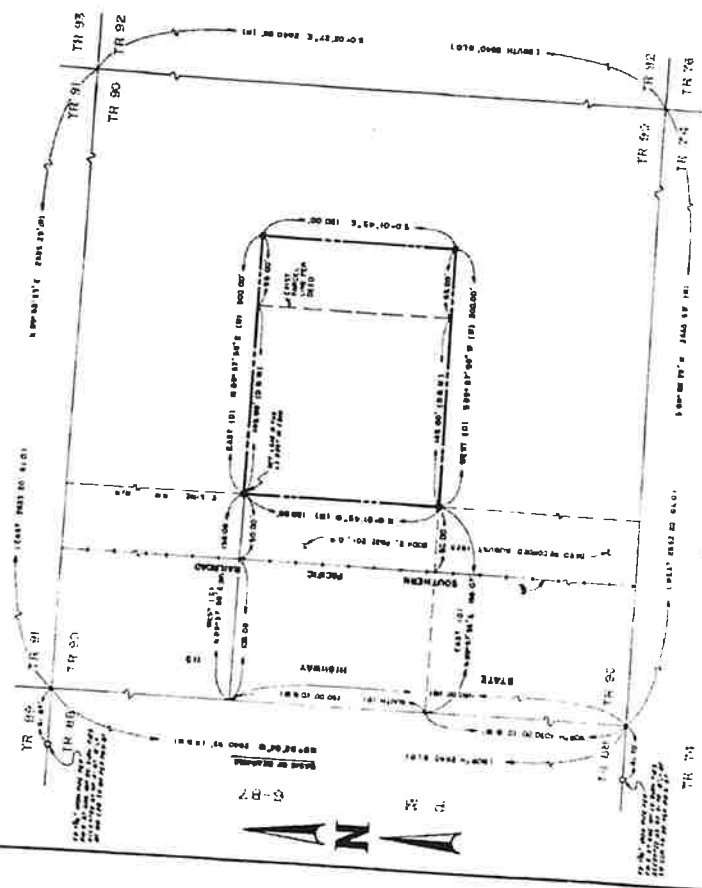
QUALITY ASSURANCE BOARD
This map was prepared in accordance with the provisions of the Surveying Act of 1967, Chapter 1087, Statutes of California.



FIELD NOTES
This map was prepared in accordance with the provisions of the Surveying Act of 1967, Chapter 1087, Statutes of California.

STATE OF CALIFORNIA
COUNTY OF IMPERIAL
I, John J. [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original Record of Survey filed for record in my office on this 15th day of August, 1967, at the City of San Diego, California.

NOTICE TO BIDDERS
The undersigned, Recorder of the County of Imperial, California, do hereby certify that the foregoing is a true and correct copy of the original Record of Survey filed for record in my office on this 15th day of August, 1967, at the City of San Diego, California.



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

EEC ORIGINAL PKG
PC ORIGINAL PKG

1b RECORDING REQUESTED BY
and RETURN TO:
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State of Delaware



Office of Secretary of State

J. Eugene Bunting, Secretary of State of the State of Delaware,
do hereby certify

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

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

In Testimony Whereof, I have hereunto set my hand

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



Eugene Bunting

Secretary of State

R. H. Caldwell

Act's Secretary of State

EEC ORIGINAL PKG

PC ORIGINAL PKG

Narrative Overview

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

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

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

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

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

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

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

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

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

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

Compliance with Section 92404.01 – General Requirements for Communications Facilities

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

- A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

Telecommunications towers, along with related equipment are allowed with CUP approval in the S-2 Open Space/Preservation zone pursuant to Section 90519.02(d) of the ordinance.

- B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.

The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.

- C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.

If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.

- D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

Due to the diminutive size of the parcel and the tower's location adjacent to the railroad tracks in the desert, there will be little impact on the surrounding environment.

- E. Height. All communication facilities shall conform to the following height requirements:

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

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

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

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

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

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

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

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

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

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

- F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See attached Coverage Plots.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As stated above, the proposed facility is located within the Union Pacific railroad right-of-way and is located in the desert. The proposed facility will not have a significant visual impact on the surrounding area.

- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.

- 5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is within the Union Pacific Railroad right-of-way and will designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

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

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

Conditional Use Permit Standards

90203.09 Action on a conditional use permit.

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

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

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

Legislative Mandate

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

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

County Population

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

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

Public Safety

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

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

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

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

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

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;

Communications towers are an articulated conditional use in the S-2 (Open Space/Preservation) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.

- D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;

The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.

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

Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public

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

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

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

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

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

Variance Standards

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

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

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

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

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

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

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

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

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

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

Legislative Mandate

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

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

County Population

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

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

Public Safety

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

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

B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.

C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

Alternatives Analysis

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

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

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

(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.

(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.

(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The nearest incorporated city is Holtville, California which is approximately 21 miles west of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

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

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

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

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

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

56620959.1

PC ORIGINAL PKG

EEC ORIGINAL PKG



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

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

BY **CitySwitch II-A, LLC**

PULASKI COUNTY)
STATE OF ARKANSAS) ss.
)

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

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

2. I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T's communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.

3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC** ("**CitySwitch**") at **Fed Kipf Road, Brawley, California 92227, APN 039-310-022** (the "**CitySwitch Tower**"). I am also familiar with the existing communications tower (the "**SBA Tower**") owned by **SBA Towers II, LLC ("SBA")** which is located at **Glamis Beach Store, Glamis, California 99283**. Both the existing **SBA** Tower and the location of the proposed **CitySwitch** Tower are located in AT&T's coverage search ring for this part of **Imperial County**.

4. AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the "**Wireless Facilities**"). AT&T has located its Wireless Facilities on the **SBA** Tower since **[3/3/2005]** but AT&T now desires to relocate its Wireless

Ben Hulse
EA #15797967

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

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

Co-Location on the SBA Tower is Economically Burdensome.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** Tower. AT&T anticipates future rent increases and costs from **SBA** if it remains co-located at the **SBA** Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the **SBA** Tower.

7. The current rent charged by **SBA** to co-locate on the **SBA** Tower is over **[Five]** times what **CitySwitch** will charge AT&T to co-locate on the **CitySwitch** Tower. Pursuant to the agreement between AT&T and **CitySwitch**, annual rent increases are less than the annual rent increases charged by **SBA**. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the **SBA** Tower versus relocating on the **CitySwitch** Tower is well over **[Six]** million dollars.

8. Since AT&T located on the **SBA** Tower in **[3/3/2005]**, rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since **[3/3/2005]**, which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from **SBA**. Unlike other tower companies, **SBA** has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

Ben Hulst
FA #15797967

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

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

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

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

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

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

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

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

Ben Hulse
EA #15797967

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

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

Spencer Gambrell



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


Notary Public State of Arkansas
My Commission Expires



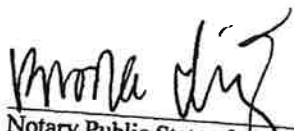
Ben Hulst
FA #15797967

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

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

Spencer Gambrell

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


Notary Public State of Arkansas
My Commission Expires



Carrier Coverage Plots

CAL02566 COVERAGE PLOTS

PC ORIGINAL PKG

Coverage Plots v1

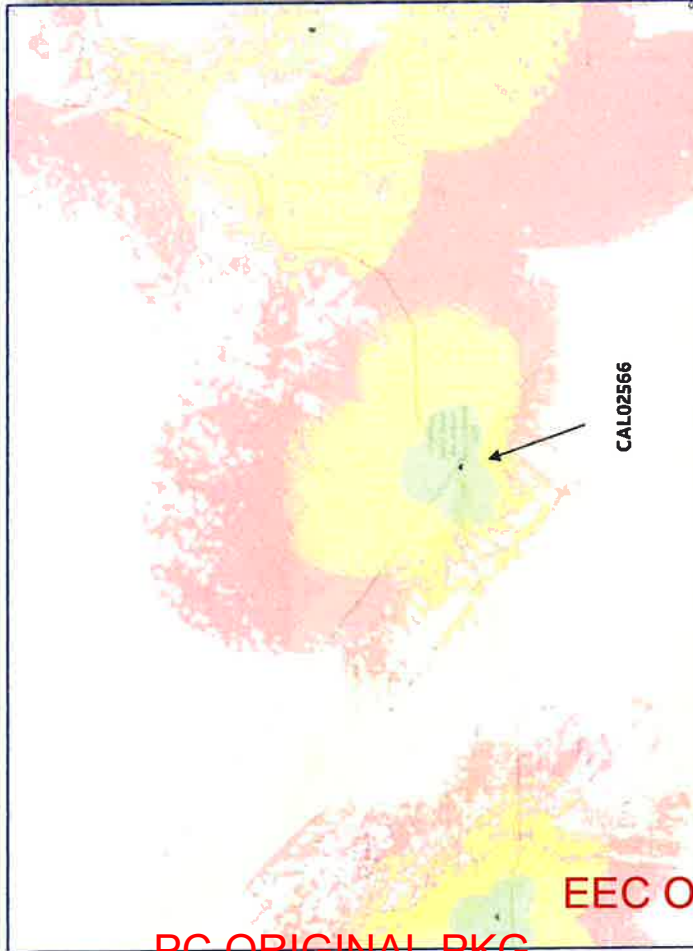
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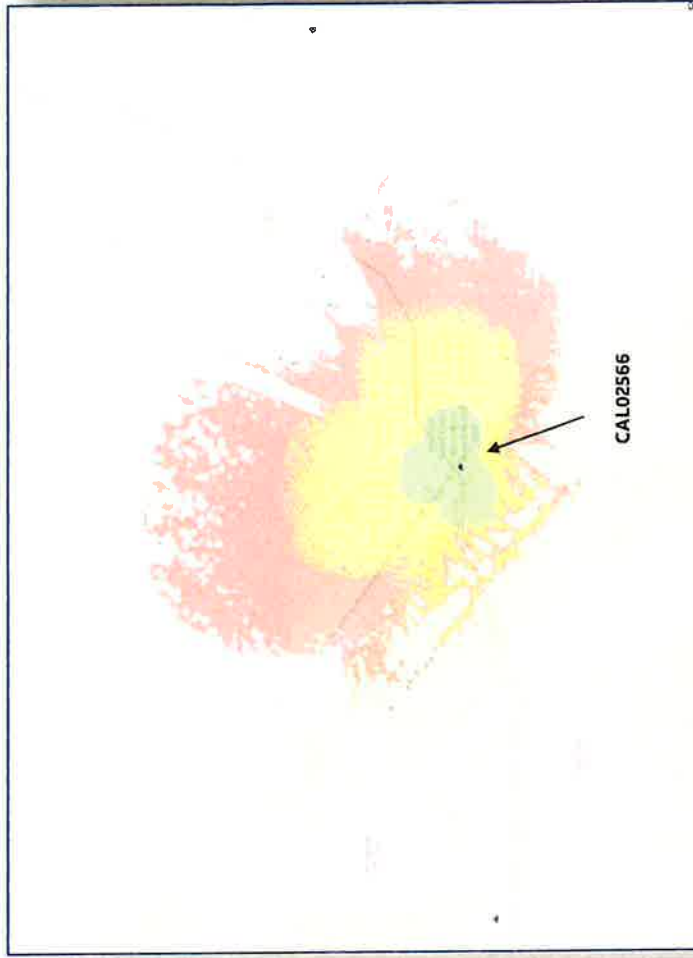
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EXISTING COVERAGE



PC ORIGINAL PKG

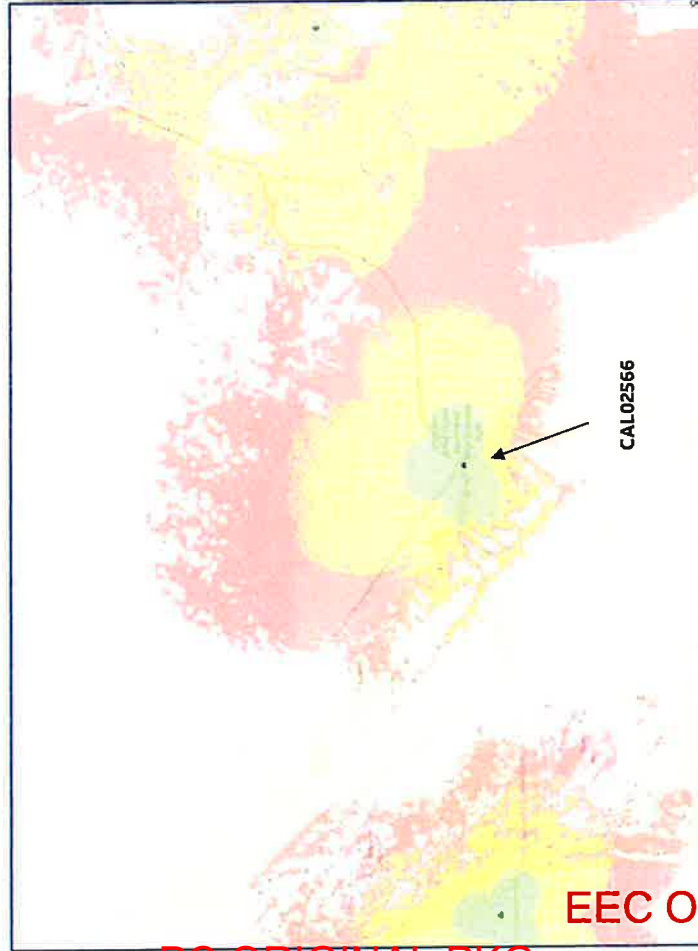
SINGLE SITE COVERAGE



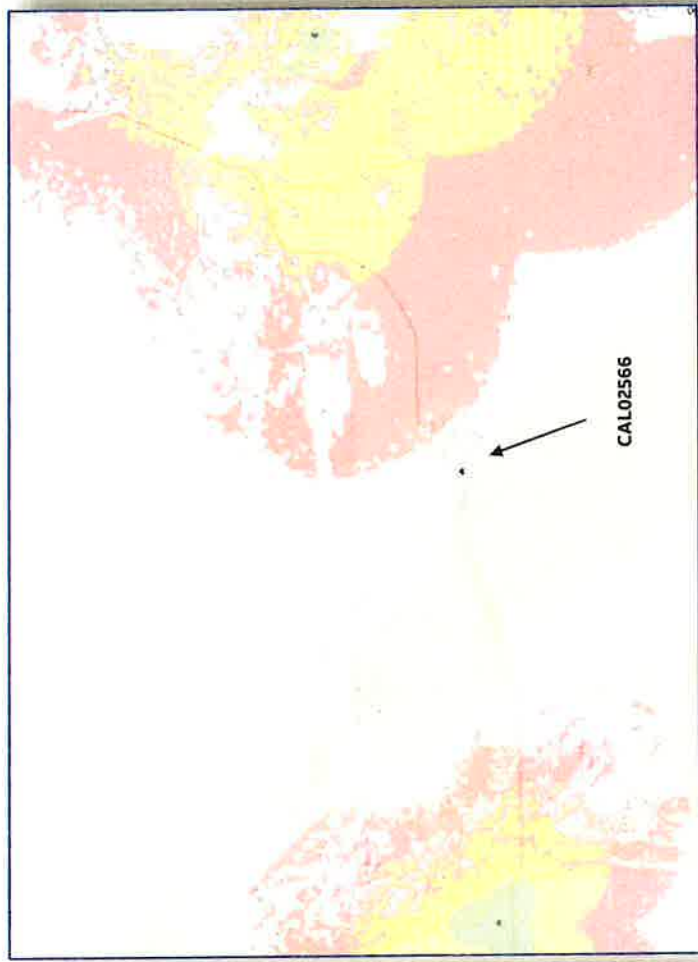
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EXISTING COVERAGE



EXISTING COVERAGE SITE OFF



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EEC ORIGINAL PKG

FAA Determination Letter



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

Aeronautical Study No.
2022-AWP-12867-OE

Issued Date: 08/29/2022

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

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

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

Structure: Antenna Tower Ben Hulse
Location: Brawley, CA
Latitude: 32-59-53.92N NAD 83
Longitude: 115-04-18.00W
Heights: 337 feet site elevation (SE)
165 feet above ground level (AGL)
502 feet above mean sea level (AMSL)

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

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

This determination expires on 02/29/2024 unless:

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

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

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

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

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

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

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

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

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

Signature Control No: 539124036-551428703

(DNE)

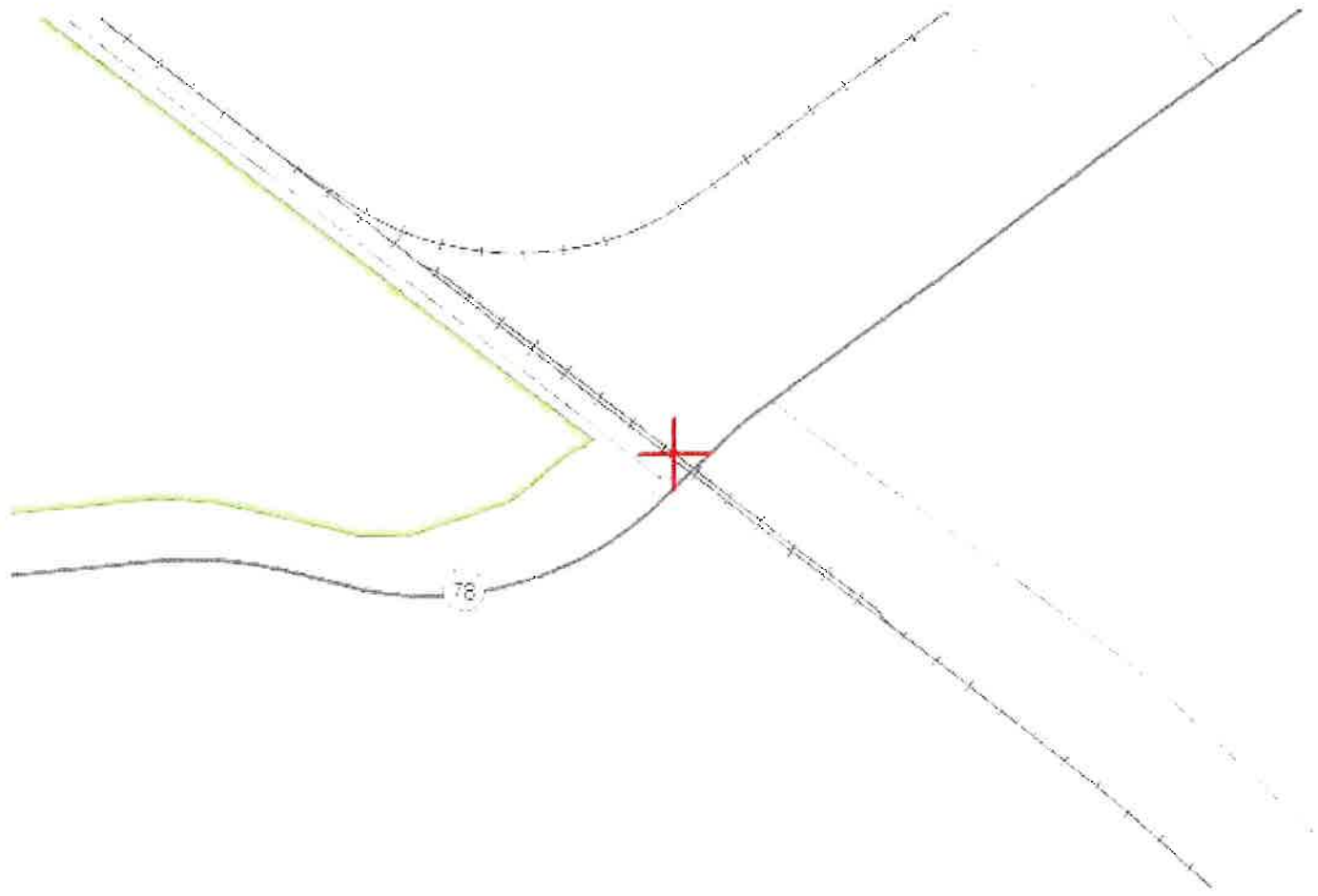
Vivian Vilaro
Specialist

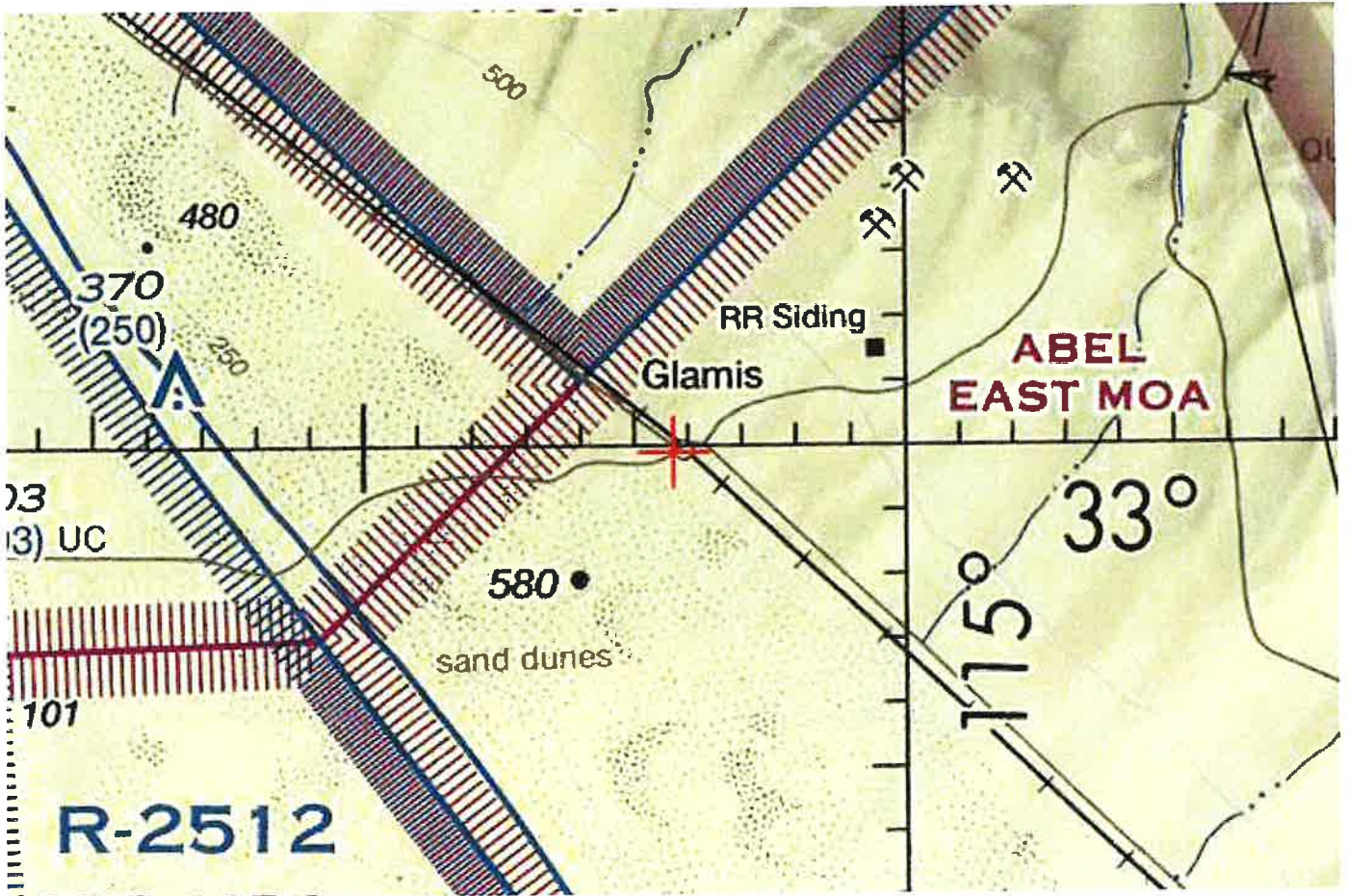
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2022-AWP-1286 --JE

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





Fall Zone Certification

March 3, 2023

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

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

Dear Mr. Cook,

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

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

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

Sincerely,

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



Site Plan

CITY SWITCH



WESTCHESTER SERVICES, LLC
541 FOX GLEN
BIRMINGHAM, IL 60409
TEL: 815.277.7600
FAX: 815.277.7600
as@westchesterservices.com

ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

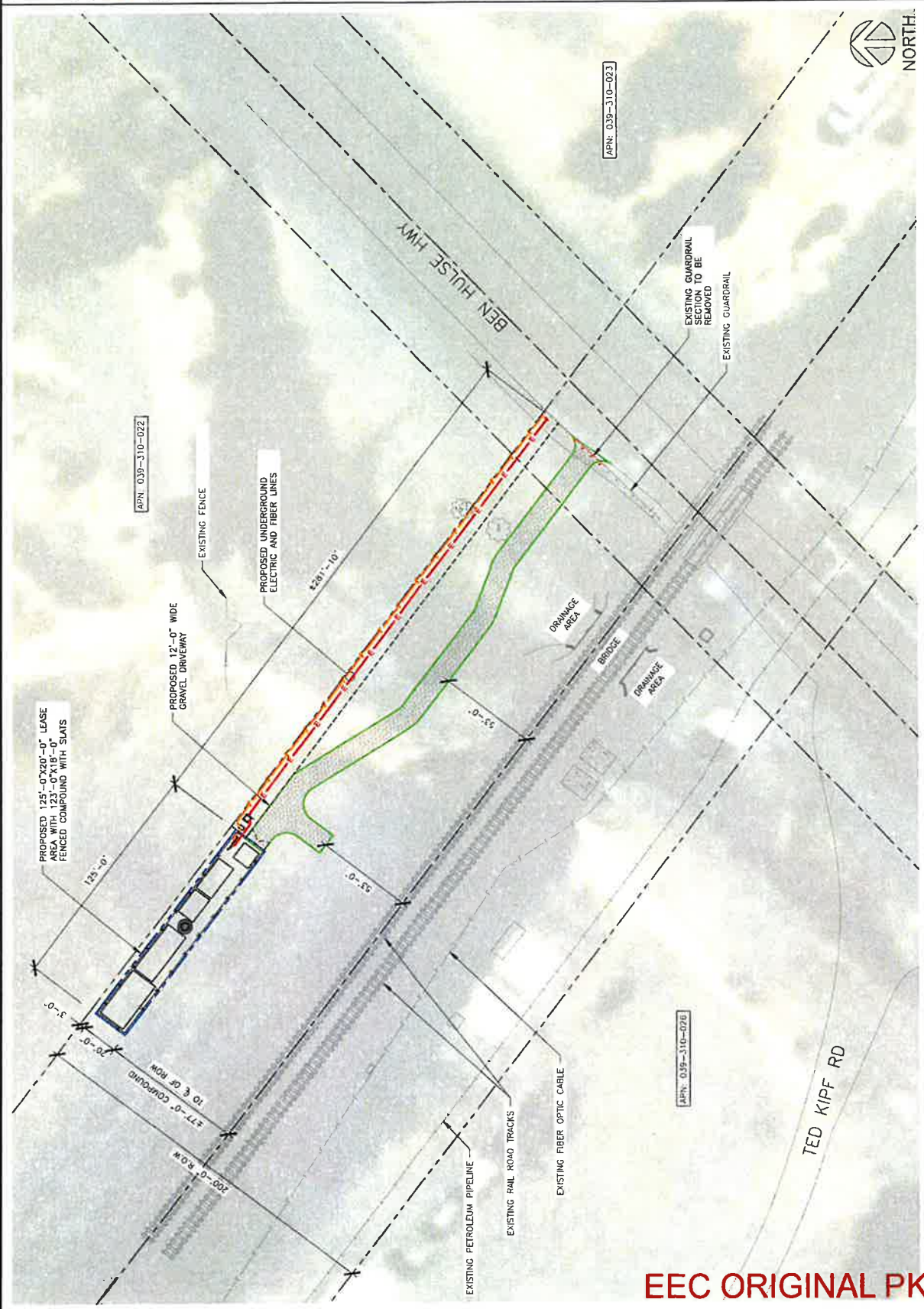
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/20/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

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

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

SHEET TITLE: OVERALL SITE PLAN

SHEET NUMBER: C-1



OVERALL SITE PLAN

SCALE: 1"=50'-0" (1117)
(50' 3"=50'-0" (1219))

11

EEC ORIGINAL PKG

PC ORIGINAL PKG

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FAX: 918.438.1111
info@westchester-services.com

ZONING DRAWINGS
NOT FOR CONSTRUCTION

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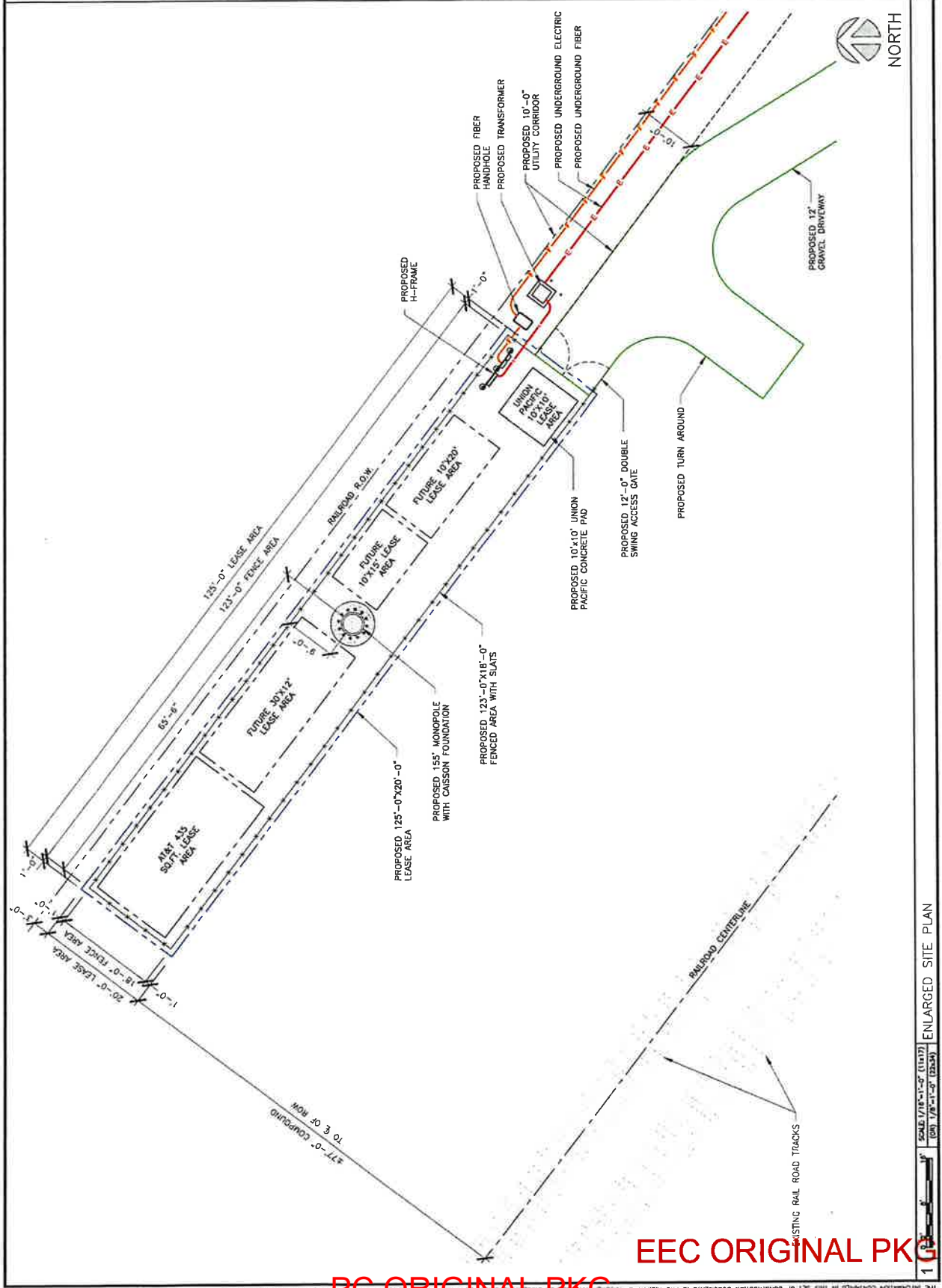
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

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

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

SHEET TITLE:
ENLARGED
SITE PLAN

SHEET NUMBER:
C-2



EEC ORIGINAL PKG

ENLARGED SITE PLAN
SCALE: 1/8"=1'-0" (11/17)
(08) 1/8"=1'-0" (02/24)

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NAME AND MAY BE DISCLOSED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF WESTCHESTER SERVICES LLC. WESTCHESTER SERVICES LLC IS STRICTLY PROHIBITED FROM REPRODUCING OR DISSEMINATING THIS INFORMATION TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF WESTCHESTER SERVICES LLC.



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DRAWN BY: MN
 CHECKED BY: RSM

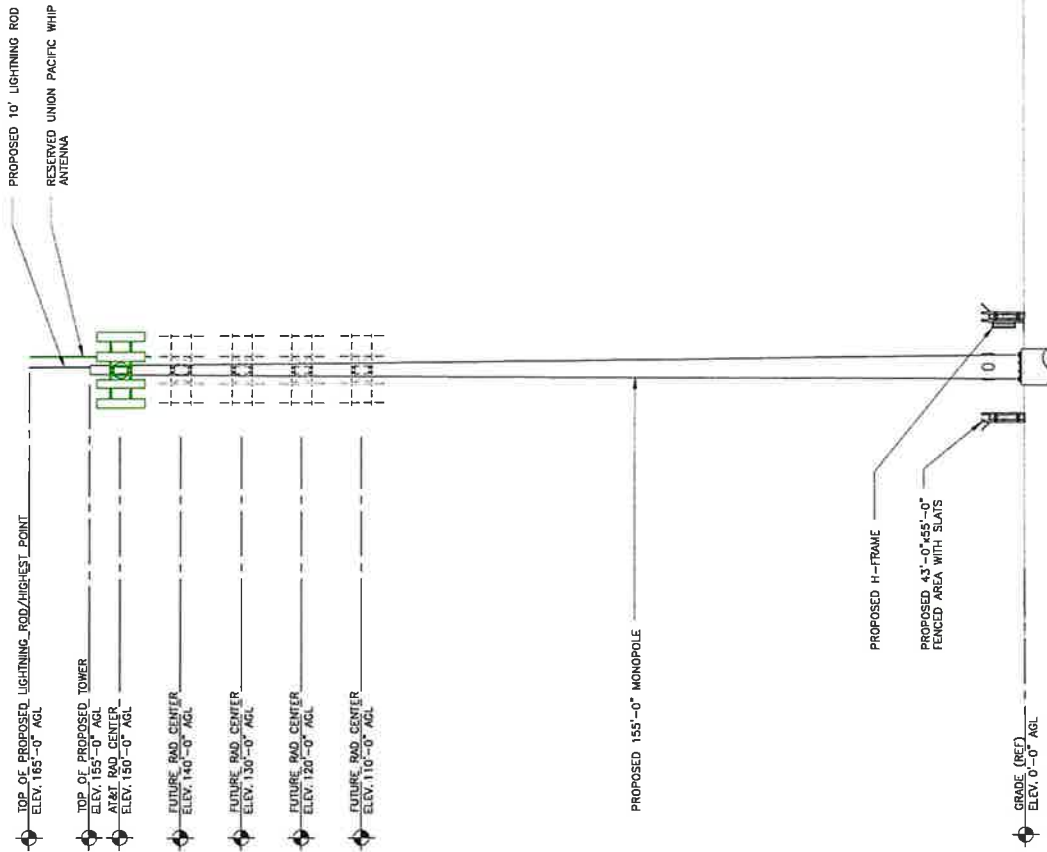
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/20/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. READER NOTE: THAT THESE PLANS WERE PREPARED BY THE ENGINEER AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

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

SHEET TITLE
 TOWER
 ELEVATION

SHEET NUMBER
 A-1



TOWER ELEVATION

SCALE: 1"=20'-0" (1/4"=1')



1

EEC ORIGINAL PKG

PC ORIGINAL PKG

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. DATE 03/18/22 BY 60473/MS/STP

Title Report
 PREPARED BY: [Redacted]
 DATE: APR. 12, 2011

Legal Description
 A LEGAL DESCRIPTION OF THE PROPERTY IS SET FORTH IN THE ATTACHED INSTRUMENTS AND THE PROPERTY IS SUBJECT TO THE EASEMENTS, ENCUMBRANCES, AND INTERESTS THEREIN AS SHOWN ON THE ATTACHED INSTRUMENTS.

Assessor's Parcel No.
 030-310-022

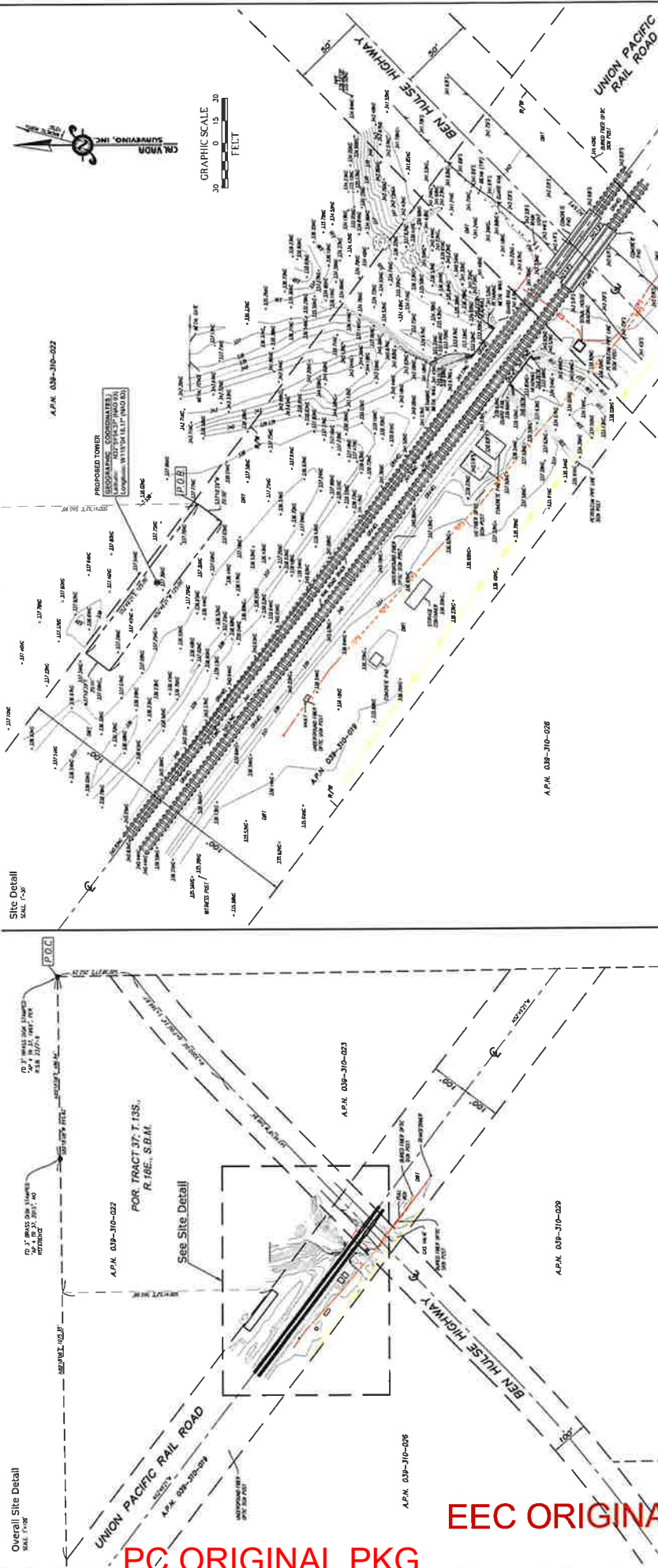
Easements
 A LEGAL DESCRIPTION OF THE PROPERTY IS SET FORTH IN THE ATTACHED INSTRUMENTS AND THE PROPERTY IS SUBJECT TO THE EASEMENTS, ENCUMBRANCES, AND INTERESTS THEREIN AS SHOWN ON THE ATTACHED INSTRUMENTS.

Lease Area Description
 A LEGAL DESCRIPTION OF THE LEASE AREA IS SET FORTH IN THE ATTACHED INSTRUMENTS AND THE PROPERTY IS SUBJECT TO THE EASEMENTS, ENCUMBRANCES, AND INTERESTS THEREIN AS SHOWN ON THE ATTACHED INSTRUMENTS.

Geographic Coordinates at Proposed Tower
 THE PROPOSED TOWER IS LOCATED AT THE FOLLOWING COORDINATES: [Redacted]

LEGEND

APN	ASSASSINATED PARCEL NUMBER
CC	CITY CENTER
FC	FUTURE CONSTRUCTION
IC	INDUSTRIAL
MC	MEDIUM DENSITY RESIDENTIAL
PC	PROPOSED CONSTRUCTION
RC	RECREATION
SC	SINGLE-FAMILY RESIDENTIAL
TC	TOWNHOUSES
UC	UNDEVELOPED
VC	VEGETATION
WC	WATER
XC	WATERWAY
YC	WATERWAY RIGHT-OF-WAY
ZC	ZONING



REVISIONS	NO.	DATE	BY	REVISIONS
	0	02/18/11	GV	SUBMITTAL
	1	07/14/11	MN	TITLE REPORT
	2	07/14/11	AV	UNDERGROUND UTILITY LINES
	3	12/16/11	HP	LEASE AREA DESCRIPTION

UTILITY STATEMENT	BY	DATE
	GV	02/18/11
PREPARED FOR	WETSHED SERVICE LLC	
BASIS OF BEARINGS	THE BEARINGS ARE BASED ON THE NATIONAL GRID SYSTEM AND THE LOCAL GRID SYSTEM. THE LOCAL GRID SYSTEM IS BASED ON THE NATIONAL GRID SYSTEM WITH A SHIFT OF 1000.000 METERS.	
BENCHMARK	BENCH MARK: 1000.000 METERS (LOCAL GRID)	
SITE INFORMATION	SITE ADDRESS: 1000.000 METERS (LOCAL GRID)	

CAL VADA SURVEYING, INC.
 1000.000 METERS (LOCAL GRID)
 EST. 1989
 1000.000 METERS (LOCAL GRID)
 1000.000 METERS (LOCAL GRID)
 1000.000 METERS (LOCAL GRID)

EEC ORIGINAL
 PC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

CHECKED BY:
 DATE:
 DRAWN BY:
 DATE:
 RSM

THIS DRAWING IS THE PROPERTY OF WESTCHESTER COMMUNICATIONS 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 COMMUNICATIONS.

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

SHEET TITLE
 NOTES &
 SPECIFICATIONS

SHEET NUMBER
 SP1

PART 2 - PRODUCTS

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

PART 3 - EXECUTION

- INSPECTIONS**

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

PART 1 - GENERAL

- WORK INCLUDED:** SEE SITE PLAN.
- DESCRIPTIONS**

ACCESS DRIVE W/ TURNAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
- QUALITY ASSURANCE**
 - APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED) AS RECOMMENDED BY THE SEED PRODUCER. (IF REQUIRED) MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER.
 - PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
 - SEQUENCING
 - COURTNEY SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - COMPLETELY GRUB THE ACCESS DRIVE W/ TURNAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, PLACEMENT OF BACKFILL AND SUB-BASE MATERIAL.
 - CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE TO ALLOW FOR EASE TO INSTALLING FOUNDATION W/ TURNAROUND TO BASE COURSE ELEVATION PRIOR TO PLACING FOUNDATION.
 - APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - GRADE, SEED, FERTILIZER, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION.
 - REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
 - AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

SITE WORK:

- EARTHWORK AND DRAINAGE**
 - APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED) AS RECOMMENDED BY THE SEED PRODUCER. (IF REQUIRED) MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER.
 - PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
 - SEQUENCING
 - COURTNEY SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - COMPLETELY GRUB THE ACCESS DRIVE W/ TURNAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, PLACEMENT OF BACKFILL AND SUB-BASE MATERIAL.
 - CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE TO ALLOW FOR EASE TO INSTALLING FOUNDATION W/ TURNAROUND TO BASE COURSE ELEVATION PRIOR TO PLACING FOUNDATION.
 - APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - GRADE, SEED, FERTILIZER, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION.
 - REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
 - AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

GENERAL NOTES:

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

SITE PREPARATION:

- SUB-CONTRACTOR'S SCOPE OF WORK**
 - PROTECTION OF EXISTING TREES, VEGETATION, AND LANDSCAPING
 - CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.
 - TOPSOIL STRIPPING AND STOCKPILING.
 - BENCHMARKS, AND MONUMENTS.

SUB-CONTRACTOR'S QUALITY ASSURANCE

 - SUB-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE SUB-CONTRACTOR AT NO EXPENSE TO THE OWNER.
 - THE OWNER WILL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE SUB-CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB-CONTRACTOR'S EXPENSE.
- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY**
 - STATEMENT ON SOIL STERILIZED.
 - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER
 - LANDSCAPING WARRANTY STATEMENT.
- WARRANTY**
 - IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT THE SUB-CONTRACTOR'S EXPENSE.
 - THE SUB-CONTRACTOR SHALL GUARANTEE VEGETATION FREE ROAD AND SITE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
 - LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PC ORIGINAL PKG

EFC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONTRACT DOCUMENTS IS PROPERTY OF CONTRACTOR. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CONTRACTOR.

METALS - CONTINUED

- G. GROUT: NON-SHRINK TYPE, PREMIUM COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, AND POLYMER. SHALL BE PLACED IN MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.
- H. SHOP AND TOUCH-UP PRIMER: SSPC 15, TYPE 1, RED OXIDE
- I. TOUCH-UP PRIMER FOR GALV. SURFACES: ZINC RICH TYPE
- 2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.
- 3. FINISH:
 - A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SHOP PROCEDURES.
 - B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

PART 3 - EXECUTION

- EXAMINATION AND PREPARATION:
 - 1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.
- ERECTION:
 - 1. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
 - 2. TOBARS, JOINTS, AND OTHER WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY AWS D1.1 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
 - 3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE CONTRACTOR.
 - 4. AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS).
- FIELD QUALITY CONTROL:
 - 1. FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS AND BOLT / NUT TORQUE.

CONCRETE.

PART 1 - GENERAL

- 1. WORK INCLUDES FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.
- 2. INSPECTIONS
 - A. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR THE SCOPE OF WORK BEING PERFORMED.
 - B. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE AT&TWIRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
 - C. THE AT&TWIRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.
- 3. QUALITY ASSURANCE
 - A. CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.
 - B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A118.
 - C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.

4. SUBMITTALS

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

PART 2 - PRODUCTS

- 1. REINFORCEMENT MATERIALS
 - A. REINFORCEMENT STEEL, ASTM A615, 60KSI YIELD GRADE, REINFORCING STEEL, RIBBED, PLAIN FINISH.
 - B. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.
 - C. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED FOR SUPPORTS OF REINFORCING.
 - D. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, AND ACI 318, AND ASTM A184.
- 2. CONCRETE MATERIALS
 - A. CEMENT: ASTM C150, PORTLAND TYPE
 - B. FINE AND COARSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHODS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.
 - C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.
 - D. AIR ENTRAINING ADJUVANT: ASTM C260.
 - E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.
 - F. NON-SHRINK GROUT, PREMIUM COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS.
- 3. CONCRETE MIX
 - A. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
 - B. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, ALT. 3.
 - C. PORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS EXPECTED AT THE SITE, PROVIDE CONCRETE AS FOLLOWS:
 - 1. COMPRESSIVE STRENGTH 4000 PSI AT 28 DAYS.
 - 2. SLUMP : 3 INCHES.

EXECUTION:

- 1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS
 - A. THE CONTRACTOR SHALL COORDINATE AND CROSS CHECK ARCHITECTURAL, BUILDING AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.
 - B. PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDDED IN AND PASSING THROUGH CONCRETE MEMBERS.
 - C. COORDINATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.
 - D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL 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 WINTER POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.
- 4. CURING
 - A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.
 - B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
- 5. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
- 6. FIELD QUALITY CONTROL
 - A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-39.
 - B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING COLD WEATHER FOURS, AND CURED ON JOB SITE UNDER THE SAME CONDITIONS AS THE CONCRETE IT REPRESENTS.
 - C. SUBMIT ONE (1) SLUMP TEST - TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.
- 7. DEFECTIVE CONCRETE
 - MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE AT&TWIRELESS CONSTRUCTION MANAGER.

GENERAL ELECTRICAL NOTES:

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



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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

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

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP3

1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL.
 2. DO NOT SCALE DIMENSIONS FROM THIS DRAWING.
 3. ALL EXISTING RECORDED EASEMENTS ARE INDICATED ON THIS DRAWING TO THE BEST OF THE SURVEYOR'S KNOWLEDGE AND BELIEF. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE COUNTY CLERK AND INFORMATION RECEIVED FROM AT&T WIRELESS, AND REFER TO SP1 AND SP2 FOR EROSION CONTROL AND SOIL STABILIZATION METHODS IF NECESSARY.

GENERAL NOTES 3

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

HORIZONTAL DATUM: NAD83
 VERTICAL DATUM: NAVD83

SURVEY BENCHMARK/PROJECT DATUM 2



WESTCHESTER SERVICES, LLC
 804 FOX HOLEN
 BARRINGTON, L 68010
 TELEPHONE: 847.279.0070
 info@westchesterservices.com
 WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MN
 CHECKED BY: RSM

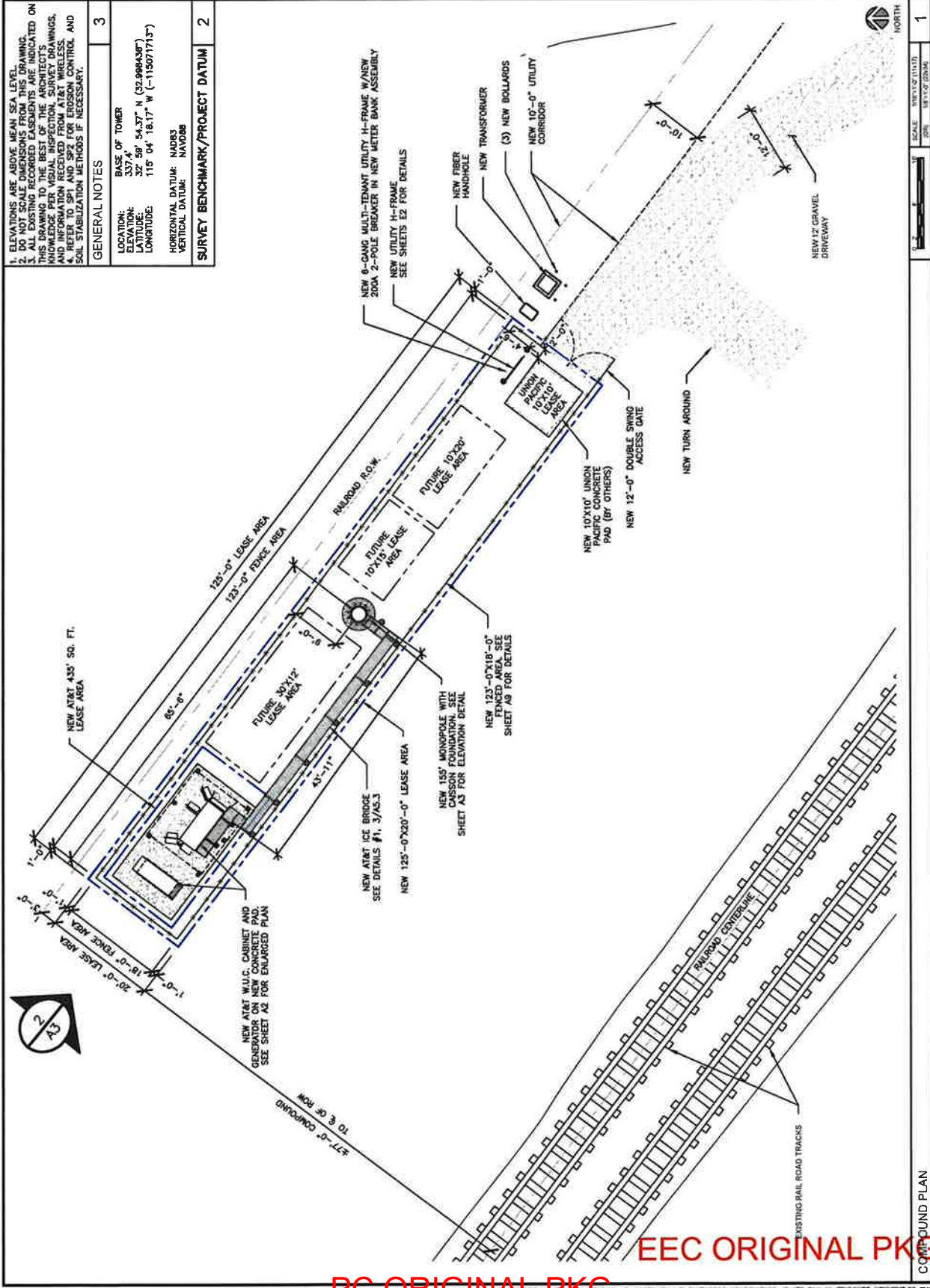
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly REGISTERED ARCHITECT UNDER THE ARCHITECTURE ACT OF THE STATE OF CALIFORNIA

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

SHEET TITLE
**COMPOUND PLAN
 & LEGEND**

SHEET NUMBER
A1.1



SCALE: HORIZ. 1"=100'
 VERT. 1"=10'
 NORTH

COMPOUND PLAN 1



WESTCHESTER SERVICES, LLC
 504 FOX HILLS
 BARRINGTON, IL 60010
 TEL: 847.371.0600 FAX: 847.371.0600
 ac@westchesterservices.com
 www.westchesterservices.com

PRELIMINARY DRAWINGS
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DRAWN BY: MN
 CHECKED BY: RSM

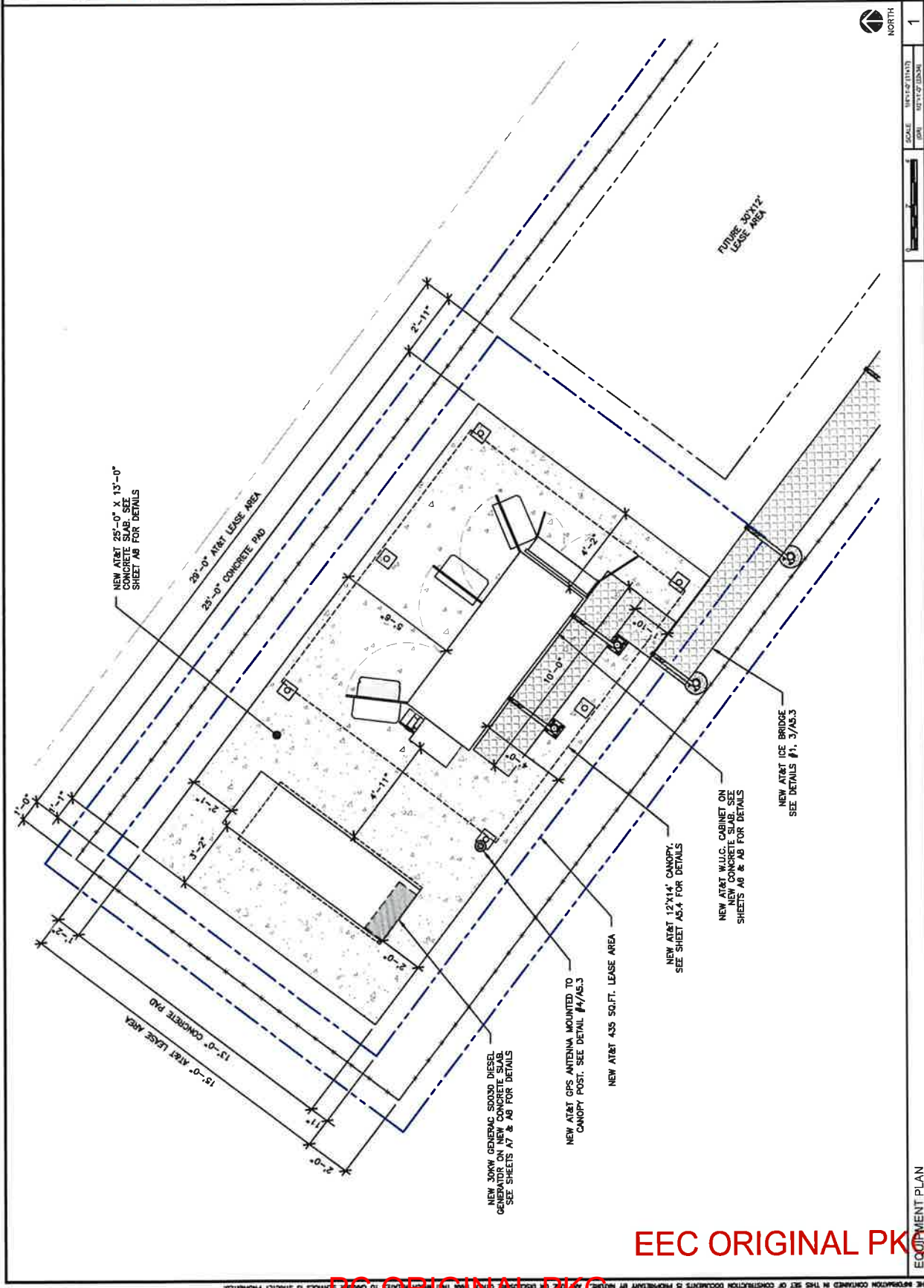
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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

SITE NAME: BEN HOUSE
 SITE ADDRESS: 5775 CALLE BRAVLEY, CA 92227
 IMPERIAL COUNTY

EQUIPMENT PLAN

SHEET NUMBER
A2



SCALE: 1/8"=1'-0" (11/16")
 DATE: 10/2/23
 NORTH

1

EQUIPMENT PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE AND IS TO BE KEPT IN STRICTLY CONFIDENTIALITY AND THE INFORMATION IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS STRICTLY PROHIBITED.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
RSM

REV	DATE	DESCRIPTION
A	10/22/03	PRELIMINARY

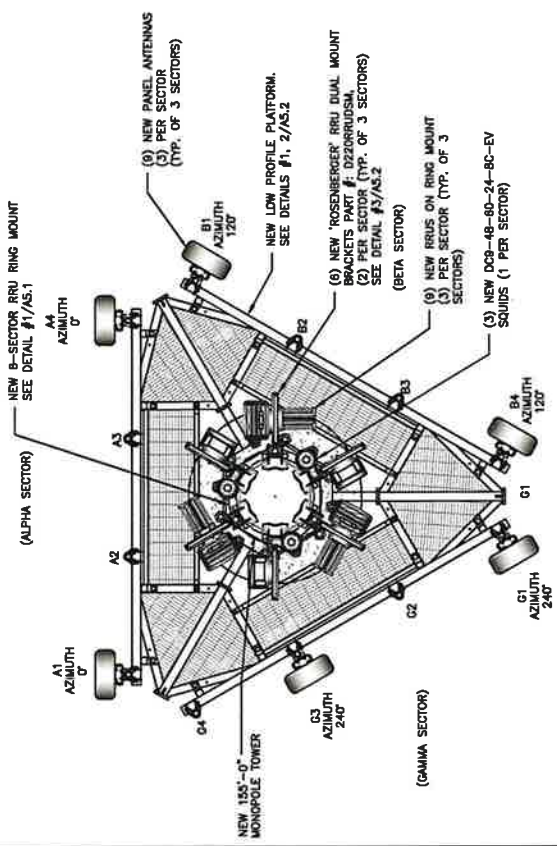
* I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED AND THAT I AM A DULY LICENSED REGISTERED PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA.

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

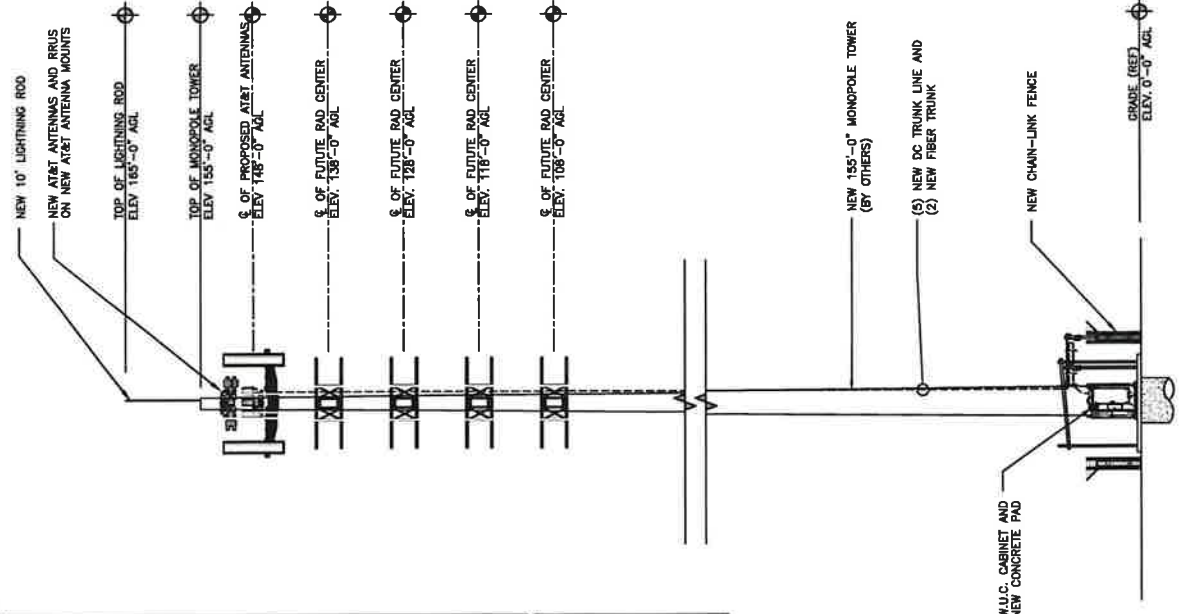
SHEET TITLE
**TOWER ELEVATION
& ANTENNA PLAN**

SHEET NUMBER
A3

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



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



ANTENNA NOTES:
1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE AS SHOWN ON THESE PLANS. THE AZIMUTHS SPECIFIED AND LIMIT SHADING AND TO MEET THE SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
3. VERIFY TYPE AND SIZE OF TOWER LEG PRIOR TO ORDERING ANY ANTENNA MOUNT.
4. CONTRACTOR SHALL PROVIDE ALL MATERIAL NECESSARY.
5. ANTENNA AZIMUTHS ARE SPECIFIED AS BEARING CLOCKWISE FROM ANTENNA FACE IS DIRECTED. ALL ANTENNAS (AND SUPPORTING STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
6. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
7. SWEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO WIRELESS CONSULTANT. SPECIALIST TEST SHALL BE PERFORMED PER AT&T WIRELESS STANDARDS.
STRUCTURAL NOTES:
1. TOWER STRUCTURAL CALCULATIONS PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

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

EEC ORIGINAL PKG

PC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

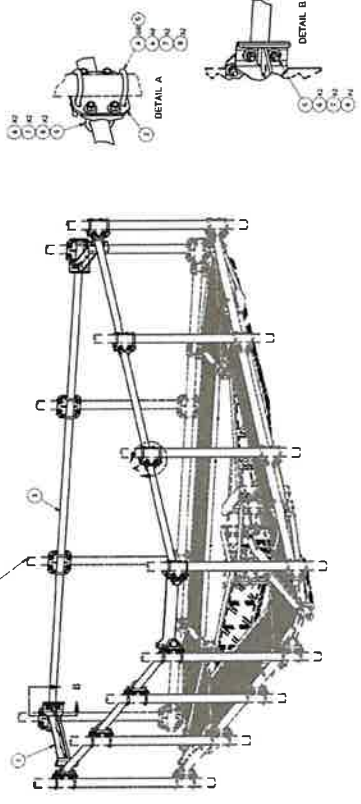
1. VERIFY THAT THESE PARTS ARE THE SUPPLIER'S AND THAT A DULY REGISTERED INSPECTOR HAS INSPECTED THE PARTS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE
DETAILS

SHEET NUMBER
A5.2

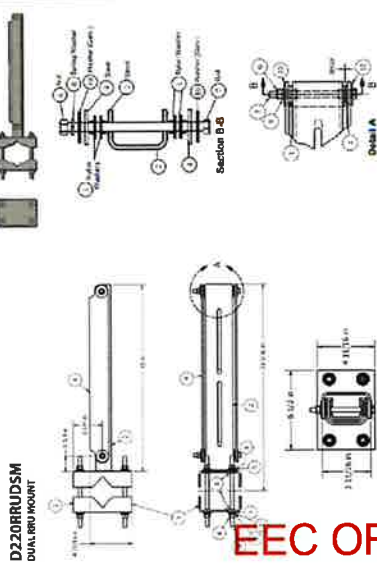
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4 F3P-HRK12 HANDRAIL KIT DETAIL SCALE: N.T.S.



Product Installation



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3 F3P-12W PLATFORM DETAIL SCALE: N.T.S.

1 F3P-12W PLATFORM DETAIL SCALE: N.T.S.

PC ORIGINAL PKG EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

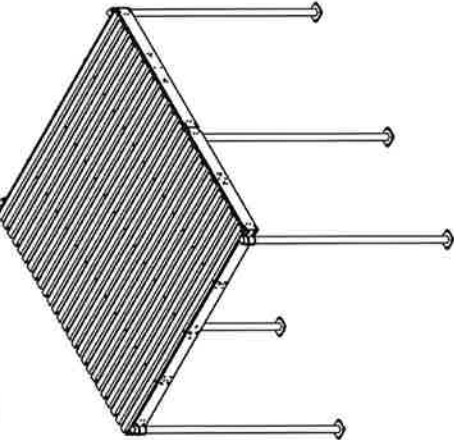
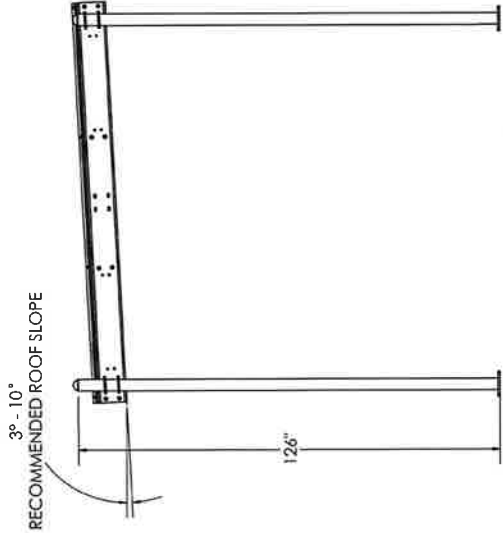
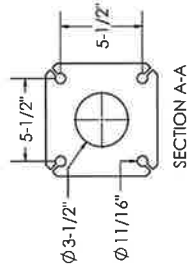
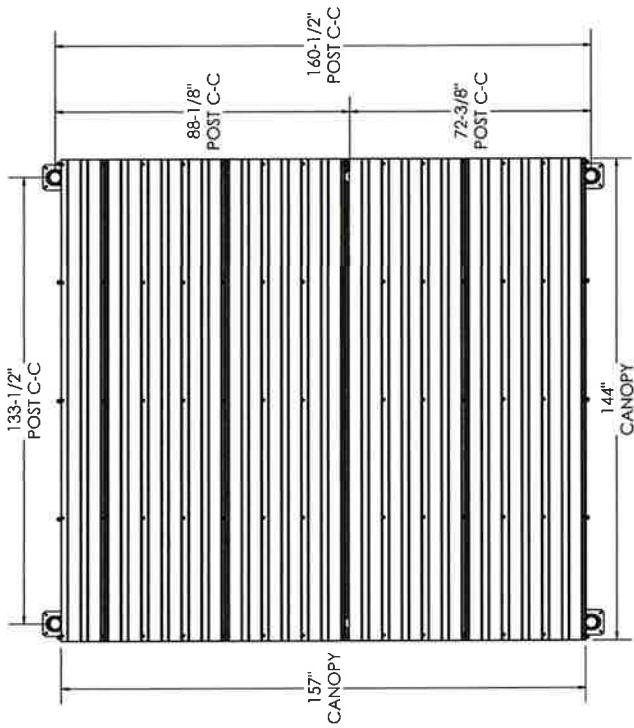
REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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SITE NAME
BEN HULSE
SITE ADDRESS:
5000
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
CANOPY DETAILS

SHEET NUMBER
A5.4



ELEVATION VIEW

PV-WC1214-B

6-POST WEATHER CANOPY BASE KIT

WEIGHT: 1904 LBS

BASE ANCHORS AND FOUNDATION NOT INCLUDED

SEE DRAWING WCEQ-ENG-01 FOR ADDITIONAL DETAILS

REV	DATE	DESCRIPTION
4		
3		
2		
1		
0	12/2/21	INITIAL RELEASE

REV	DATE	DESCRIPTION

1 OF 1
12/6/2021
SCALE 1:36
DIMENSIONS ARE IN INCHES
TOLERANCES U.N.O.
Holes: +1/16, -1/32
ANGLES: ± 1/4°
ALL OTHERS: ± 1/16

PERFECT VISION
WEATHER CANOPY
DOCUMENT NUMBER
WC1214-ENG-R0
DATE

SCALE	N.T.S.
	1

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



Standby Power Rating
30 KW, 38 KVA, 60 Hz

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



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



Image subject to manufacturer's policies and terms.

Codes and Standards

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

- UL
- NFPA
- ISO
- NEMA
- ANSI
- UL142
- UL2200, UL6200, UL1236, UL488,
- CSA C22.2, ULC S601
- BS5514 and DIN 6271
- SAE J1349
- NFPA 37, 70, 99, 110
- NEC700, 701, 702, 708
- ISO 3046, 7637, 8528, 9001
- NEMA ICS10, MG1, 250, ICS6, AB1
- ANSI C62.41

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

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

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

EEC ORIGINAL PK

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



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General	
Make	Perkins
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	4
Type	In-Line
Displacement, cc (L)	1350 (0.20)
Bore x Stk (mm)	3.75 (3.0)
Stroke x Stk (mm)	3.5 (1.00)
Compression Ratio	23:1
Use as Alternator	Rechargeable
Generator Type	Generator
Material Type	Aluminum
Coilcraft Type	Forged Steel

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

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

Cooling System	
Coolant System Type	Closed Recovery
Water Pump Type	Pressure Fed Self-Cleaning
Fan Type	Pusher
Fan Speed - RPM	1380
Fan Diameter - in (mm)	18 (457)

Fuel System	
Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Heating Method	None
Fuel Inlet Pump	Distribution Injection Pump
Fuel Pump Type	Injection
Injection Type	Electronic

Engine Electrical System	
System Voltage	12 VDC
Alternator Output	30 A @ 120V
Battery Size	3 x 85 Ah @ 12V
Rated Voltage	12 VDC
Ground Polarity	Negative

Standard Enclosure	
Part #	KD035124Y21
Field Type	Recessed
Insulation Class - Motor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-70th Order)
Temperature Rise - Motor (TFF)	50

Bearings	
Standard Enclosure	Synchronous Bushless
Direct. of Flange Disc	Stator Sealed
Lead Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Optimal
Number of Stator Phases	3
Regulation Accuracy (Standby S40)	±0.2%



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SITE ADDRESS:
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BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
GENERATOR DETAILS

SHEET NUMBER
A7

1 of 1 SPEC SHEET

NO SCALE 1

GENERATOR DETAILS

PC ORIGINAL PKC



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SITE ADDRESS:
5775 CA-78
BRANLEY, CA 93227
IMPERIAL COUNTY

SHEET TITLE
GENERATOR
DETAILS

SHEET NUMBER
A7.1

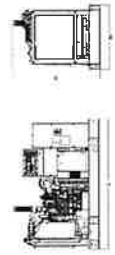


SD030 | 2.2L | 30 kW
INDUSTRIAL DIESEL GENERATOR SET
EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*

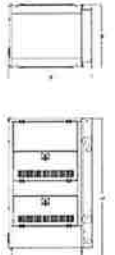
OPEN SET

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	2,121 (875)
20	30	2,121 (875)
30	30	2,121 (875)
40	30	2,121 (875)
50	30	2,121 (875)
60	30	2,121 (875)
70	30	2,121 (875)
80	30	2,121 (875)
90	30	2,121 (875)
100	30	2,121 (875)



WEATHER PROTECTED ENCLOSURE

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	3,121 (1,000)
20	30	3,121 (1,000)
30	30	3,121 (1,000)
40	30	3,121 (1,000)
50	30	3,121 (1,000)
60	30	3,121 (1,000)
70	30	3,121 (1,000)
80	30	3,121 (1,000)
90	30	3,121 (1,000)
100	30	3,121 (1,000)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	4,121 (1,100)
20	30	4,121 (1,100)
30	30	4,121 (1,100)
40	30	4,121 (1,100)
50	30	4,121 (1,100)
60	30	4,121 (1,100)
70	30	4,121 (1,100)
80	30	4,121 (1,100)
90	30	4,121 (1,100)
100	30	4,121 (1,100)



LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time (hrs)	Capacity (kVA)	Weight (lbs)
10	30	5,121 (1,200)
20	30	5,121 (1,200)
30	30	5,121 (1,200)
40	30	5,121 (1,200)
50	30	5,121 (1,200)
60	30	5,121 (1,200)
70	30	5,121 (1,200)
80	30	5,121 (1,200)
90	30	5,121 (1,200)
100	30	5,121 (1,200)



Spec Sheet

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

OPERATING DATA

POWER RATINGS

Single Phase 120/240 VAC @ 60 Hz	30 kW
Three Phase 120/208 VAC @ 60 Hz	30 kW
Three Phase 120/240 VAC @ 60 Hz	30 kW
Three Phase 277/480 VAC @ 60 Hz	30 kW
Three Phase 480/600 VAC @ 60 Hz	30 kW

MOTOR STARTING CAPABILITIES (kVA)

120/240 VAC @ 100% 277/480 VAC @ 30%	208/240 VAC @ 30%
A0350/4421	A0350/4421
A0350/4421	A0350/4421
A0350/4421	A0350/4421
A0350/4421	A0350/4421
A0350/4421	A0350/4421

FUEL CONSUMPTION RATES*

Percent Load	Standby
25%	1.0 (0.7)
50%	1.4 (0.9)
75%	2.0 (1.3)
100%	2.8 (1.9)

COOLING

Coolant Flow (gpm)	Standby
14.0 (56.0)	14.0 (56.0)
2.5 (10.0)	2.5 (10.0)
126.6 (38.0)	126.6 (38.0)
2.8 (11.2)	2.8 (11.2)
122 (50.0)	122 (50.0)
0.5 (0.12)	0.5 (0.12)

Spec Sheet

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 RISK

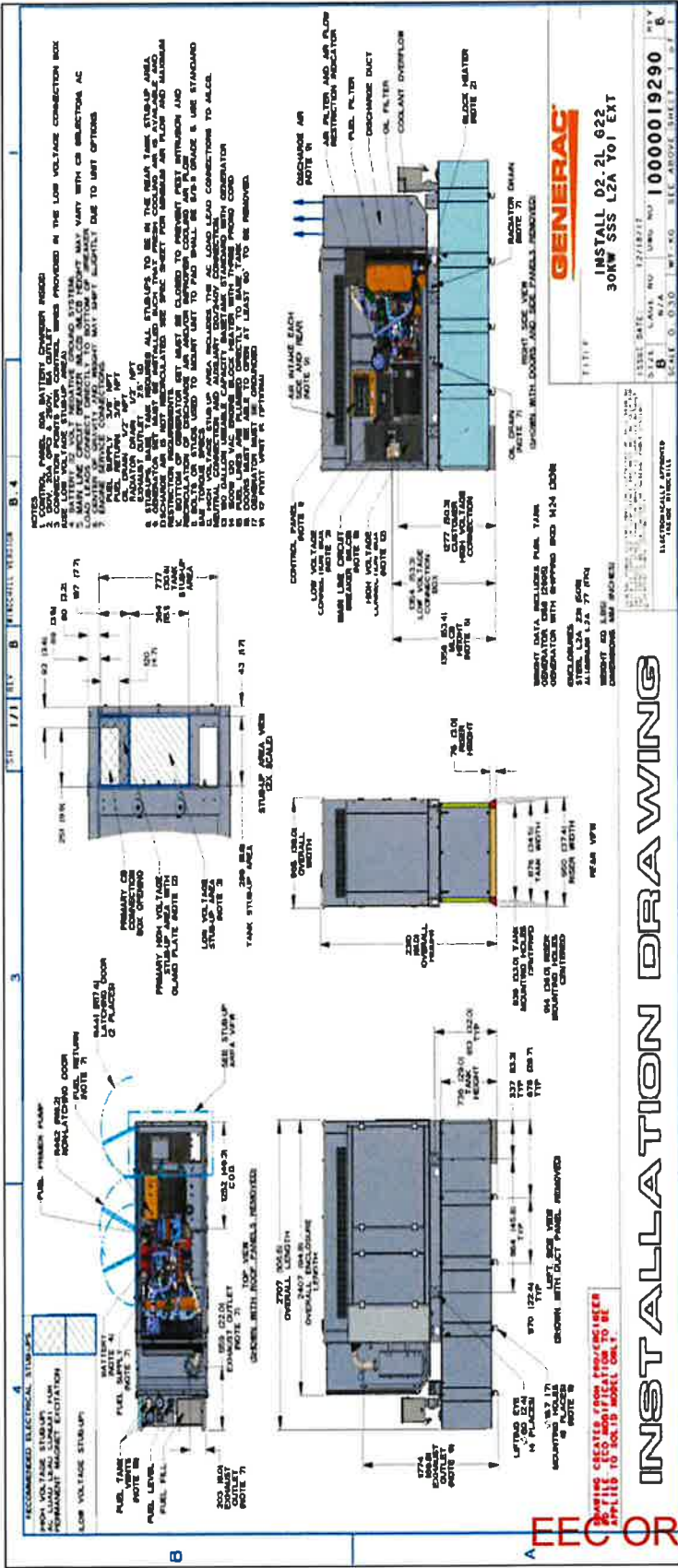
REV	DATE	DESCRIPTION
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 CALIFORNIA

SITE NAME
 BEN HULSE
 SITE ADDRESS:
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 IMPERIAL COUNTY

SHEET TITLE
**GENERATOR
 DETAILS**

SHEET NUMBER
A7.2





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 SITE ADDRESS: 5775 CA 9 82227
 BRANFLET, CA 92227
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SHEET TITLE
SITE GRADING PLAN

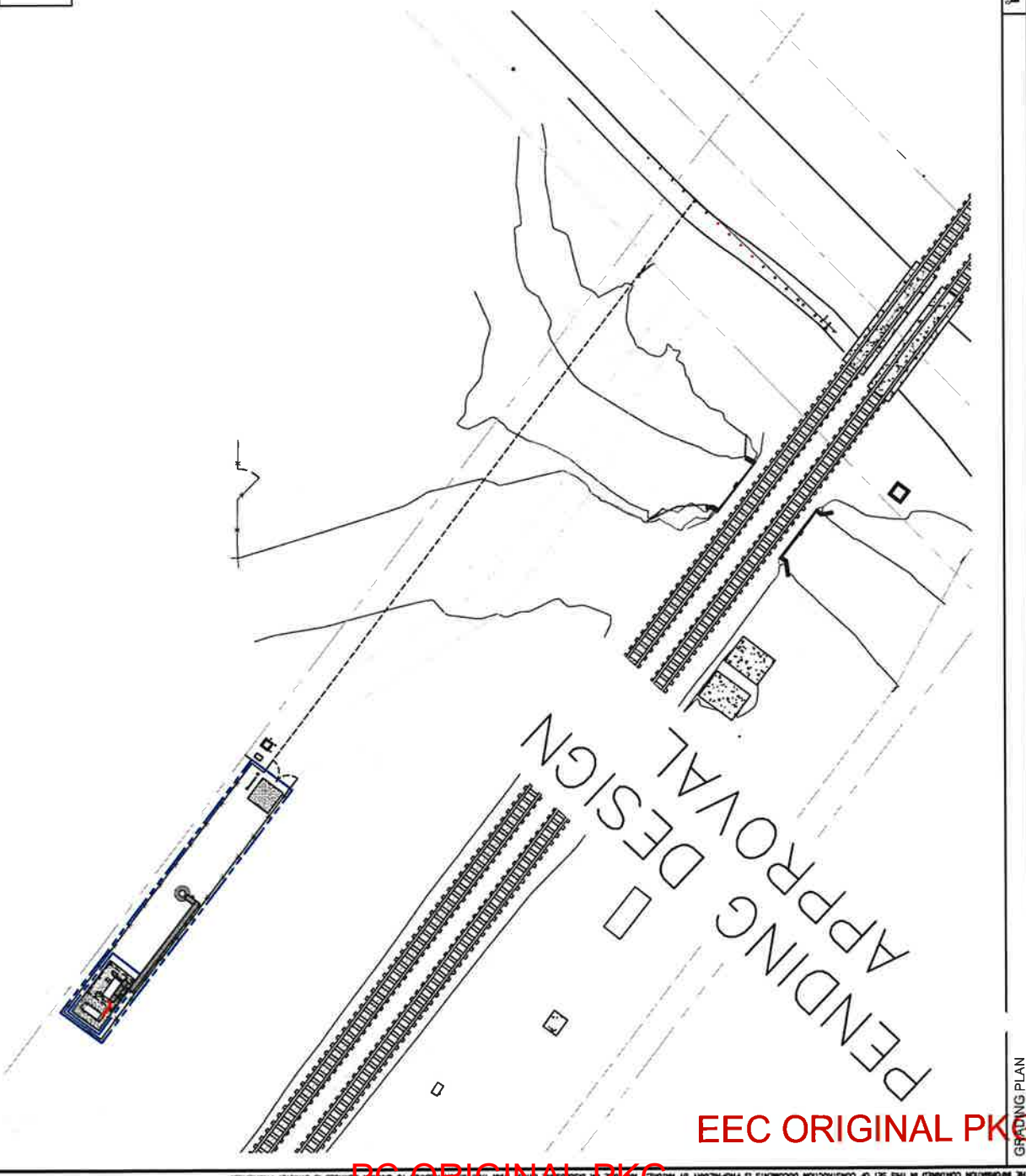
SHEET NUMBER
A10

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

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

LEGEND

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



SCALE: 1"=40'-0" (1/4"=10'-0")
 SHEET NUMBER: 1

GRADING PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG

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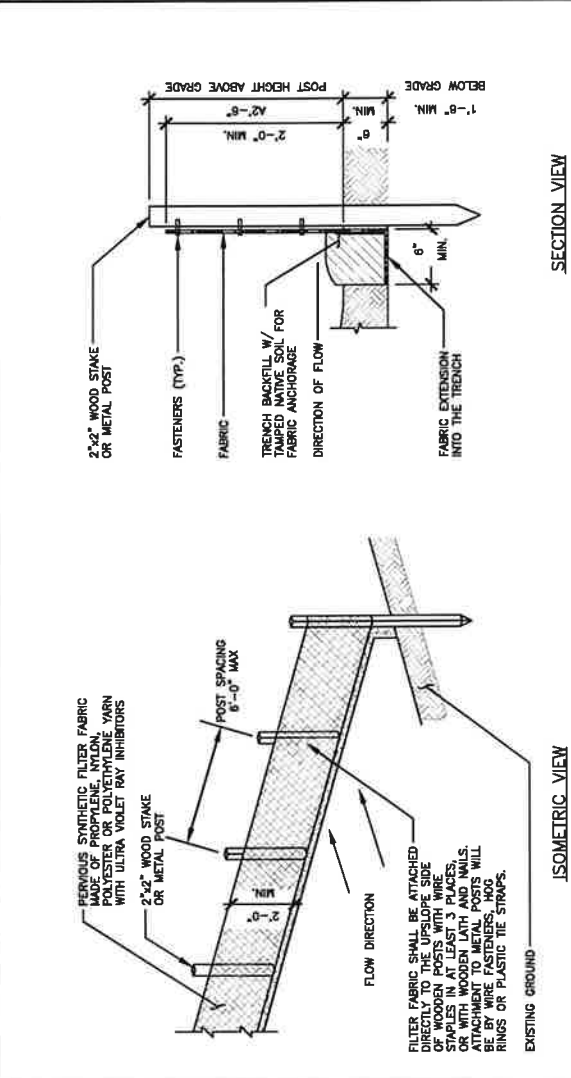
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A	10/20/23	PRELIMINARY

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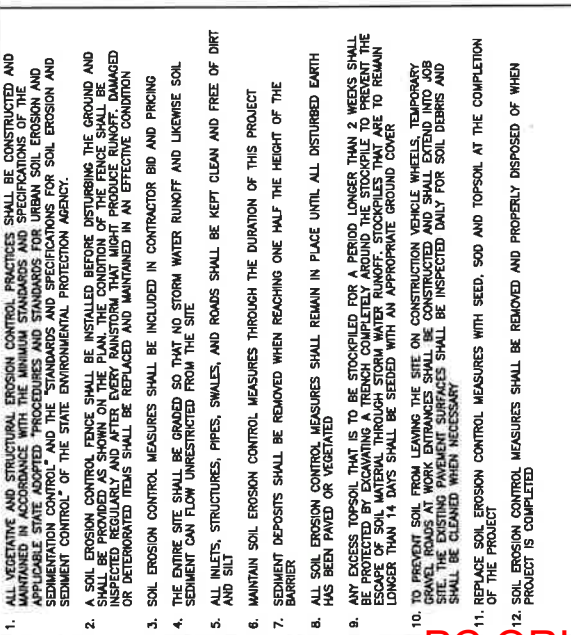
SITE NAME:
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SITE ADDRESS:
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IMPERIAL COUNTY

SHEET TITLE
EROSION CONTROL DETAILS

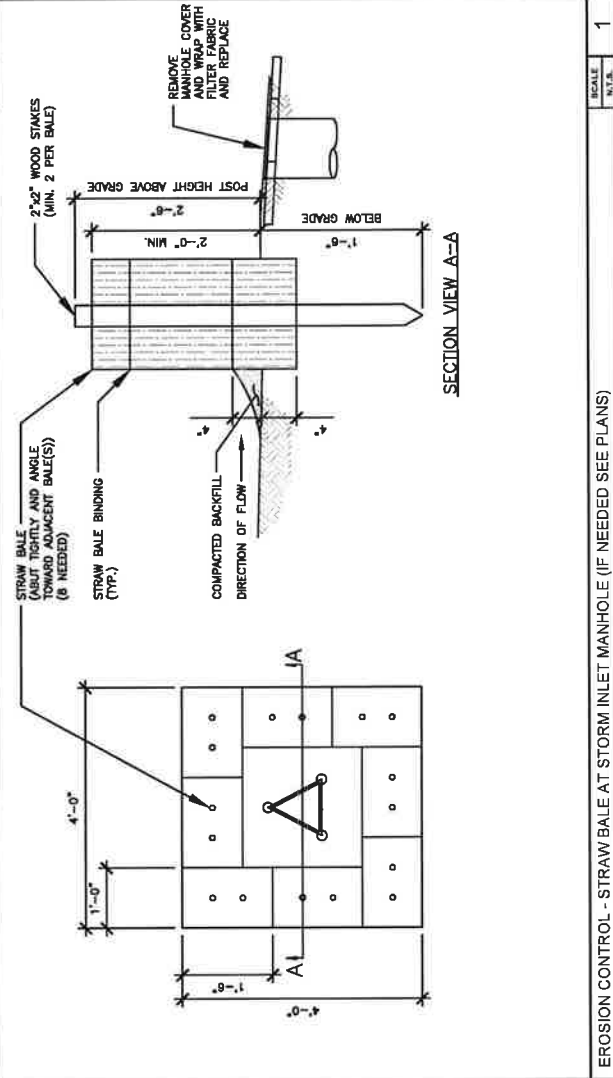
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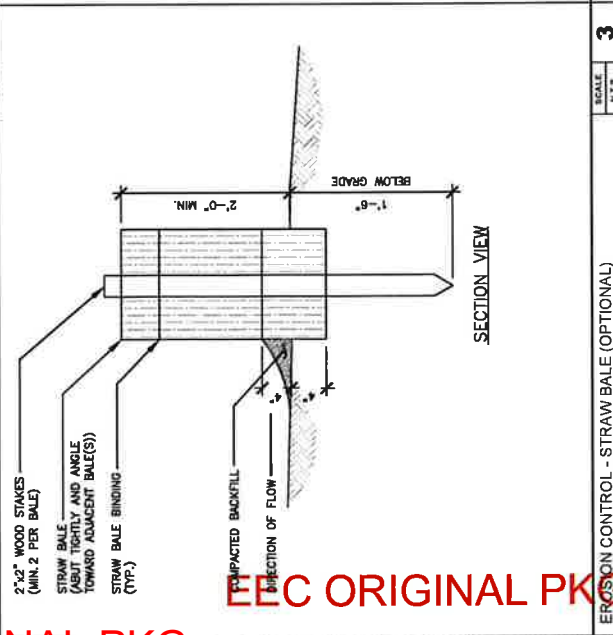
ISOMETRIC VIEW
EROSION CONTROL - SILT FENCE
SCALE: N.T.S. 2



SECTION VIEW
EROSION CONTROL - SILT FENCE
SCALE: N.T.S. 4



SECTION VIEW A-A
EROSION CONTROL - STRAW BALE AT STORM INLET MANHOLE (IF NEEDED SEE PLANS)
SCALE: N.T.S. 1



SECTION VIEW
EROSION CONTROL - STRAW BALE (OPTIONAL)
SCALE: N.T.S. 3

1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL AND THE "STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL" OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.

2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND VEGETATION. THE FENCE SHALL BE CONSTRUCTED TO WITHSTAND RAINSTORMS THAT WOULD PRODUCE RUNOFF. DAMAGED OR DETERIORATED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION.

3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING.

4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE.

5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.

6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT.

7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER.

8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED.

9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER.

10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO 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.

EEC ORIGINAL PKG

CITY SWITCH



LCC
TELECOM SERVICES

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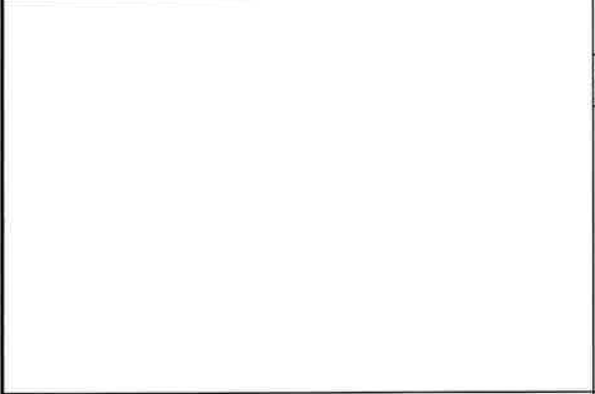
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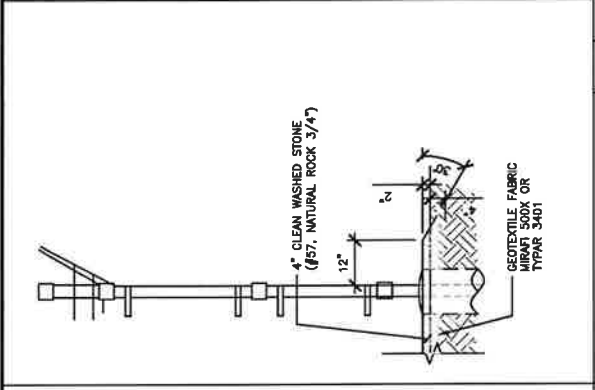
SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-78
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IMPERIAL COUNTY

SHEET TITLE
GRADING DETAILS

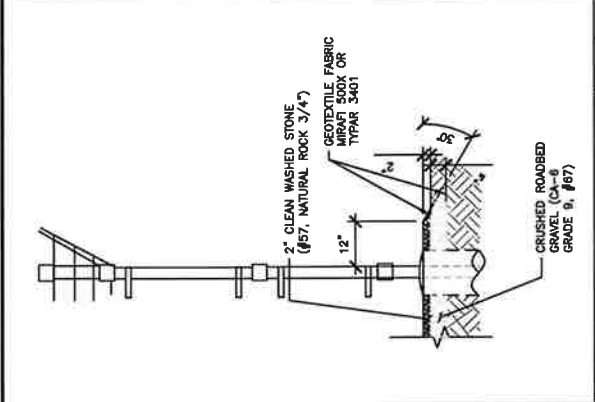
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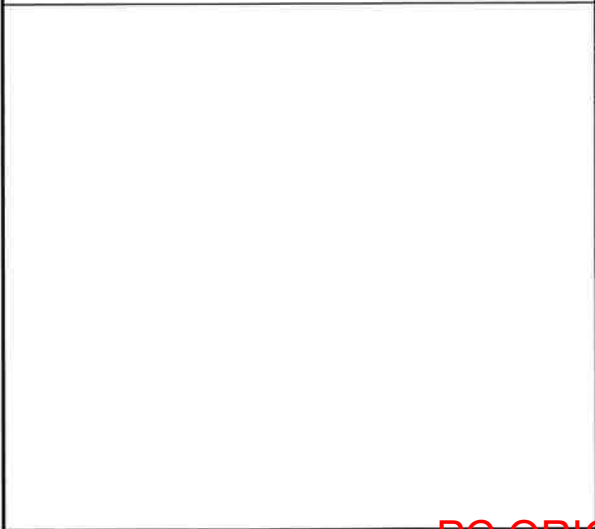
5 NOT USED



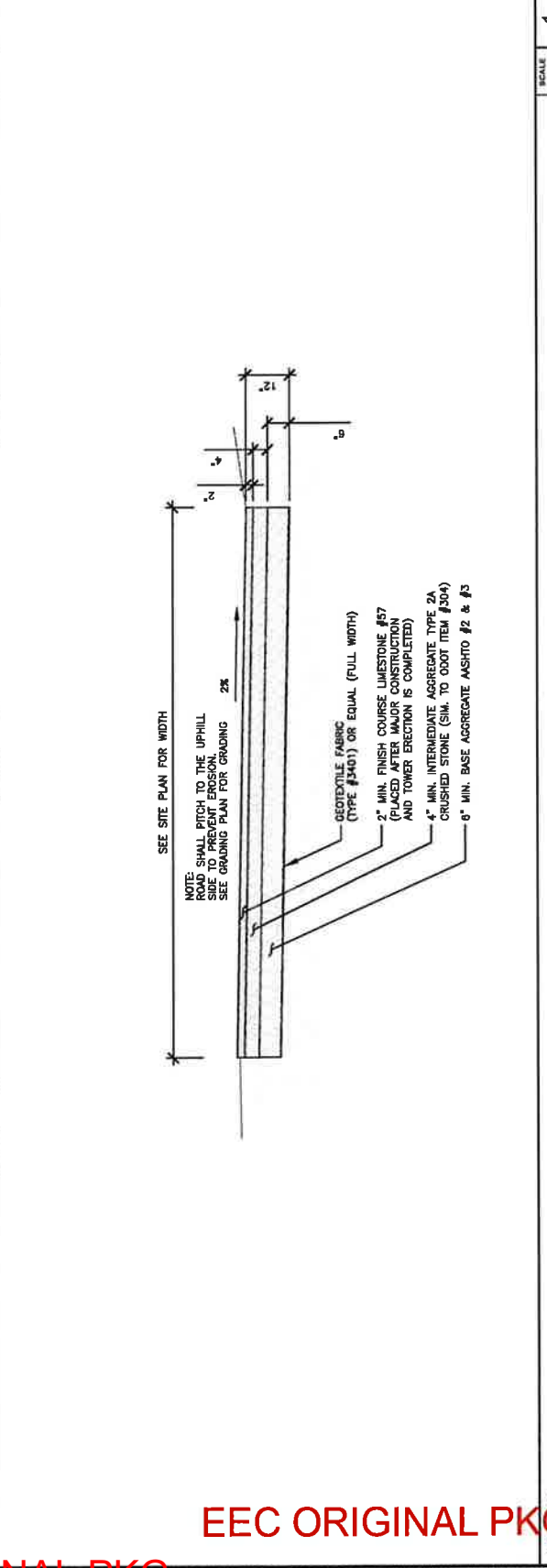
4 ALTERNATE COMPOUND GRAVEL DETAIL



3 TYPICAL COMPOUND GRAVEL DETAIL



2 NOT USED



1 ACCESS DRIVE DETAIL

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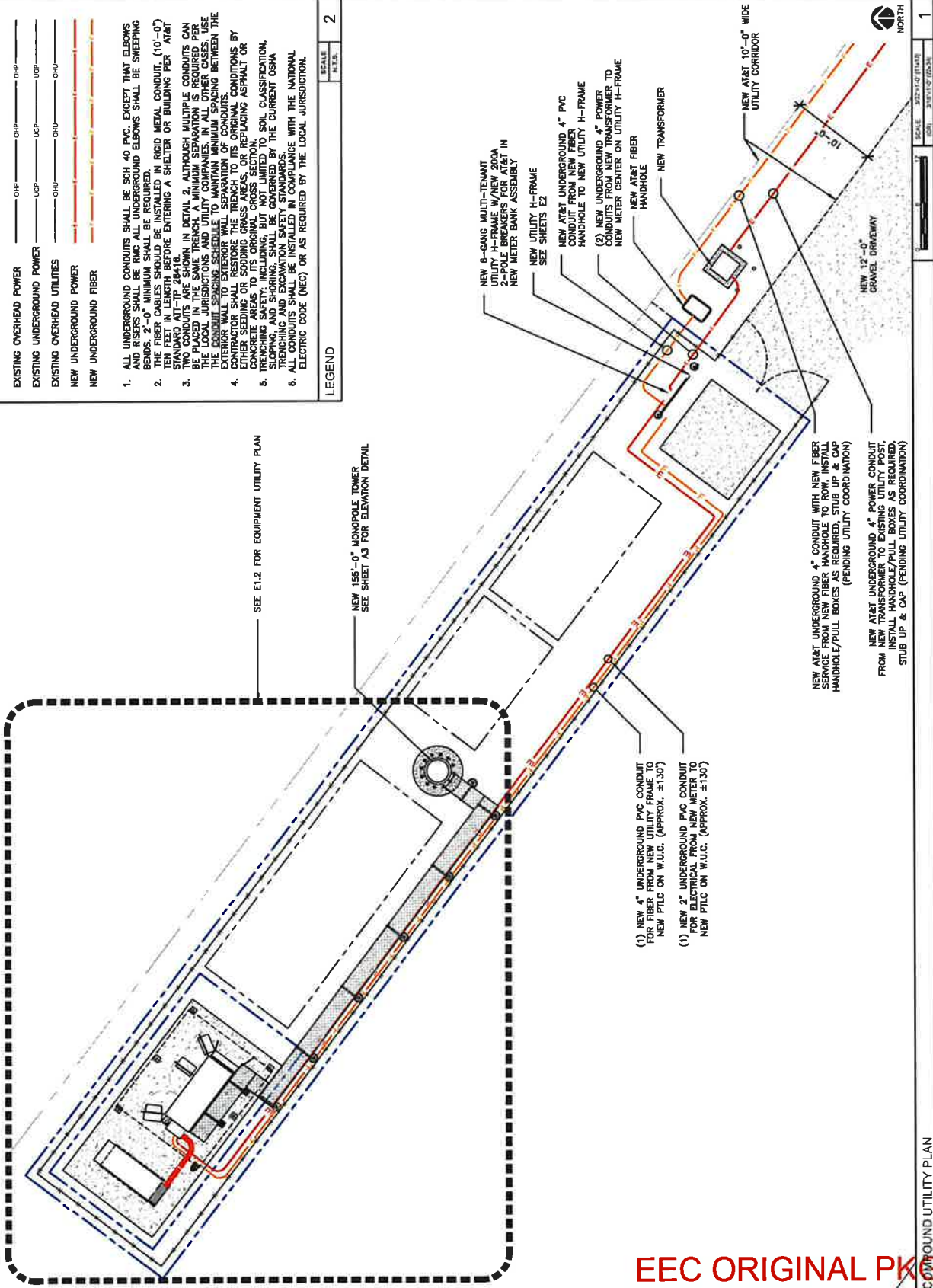
SHEET TITLE
**COMPOUND
UTILITY PLAN**

SHEET NUMBER
E1.1

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

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

LEGEND
SCALE: 1" = 10'-0"
2



SCALE: 1" = 10'-0"
1

COMPOUND UTILITY PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG

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SITE ADDRESS:
5775 CA-76
BRULET, CA 92227
IMPERIAL COUNTY

SHEET TITLE
**EQUIPMENT
UTILITY PLAN**

SHEET NUMBER
E1.2

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

ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC EXCEPT THAT ELBOWS AND RISERS SHALL BE RAC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.

THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10'-0") TEN FEET IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T CONSTRUCTION STANDARDS.

TWO CONDUITS ARE SHOWN IN DETAIL 2. ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH, A MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE CONDUITS.

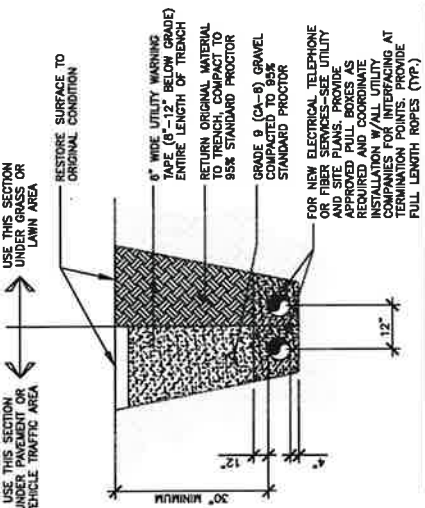
CONTRACTOR SHALL RESTORE THE TRENCH TO ITS ORIGINAL CONDITIONS BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.

REMOVING AND DISPOSING OF ALL DEBRIS, INCLUDING BUT NOT LIMITED TO, SOIL CLASSIFICATION, TRENCHING AND EXCAVATION SAFETY STANDARDS.

ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND

SCALE	2
N.T.S.	

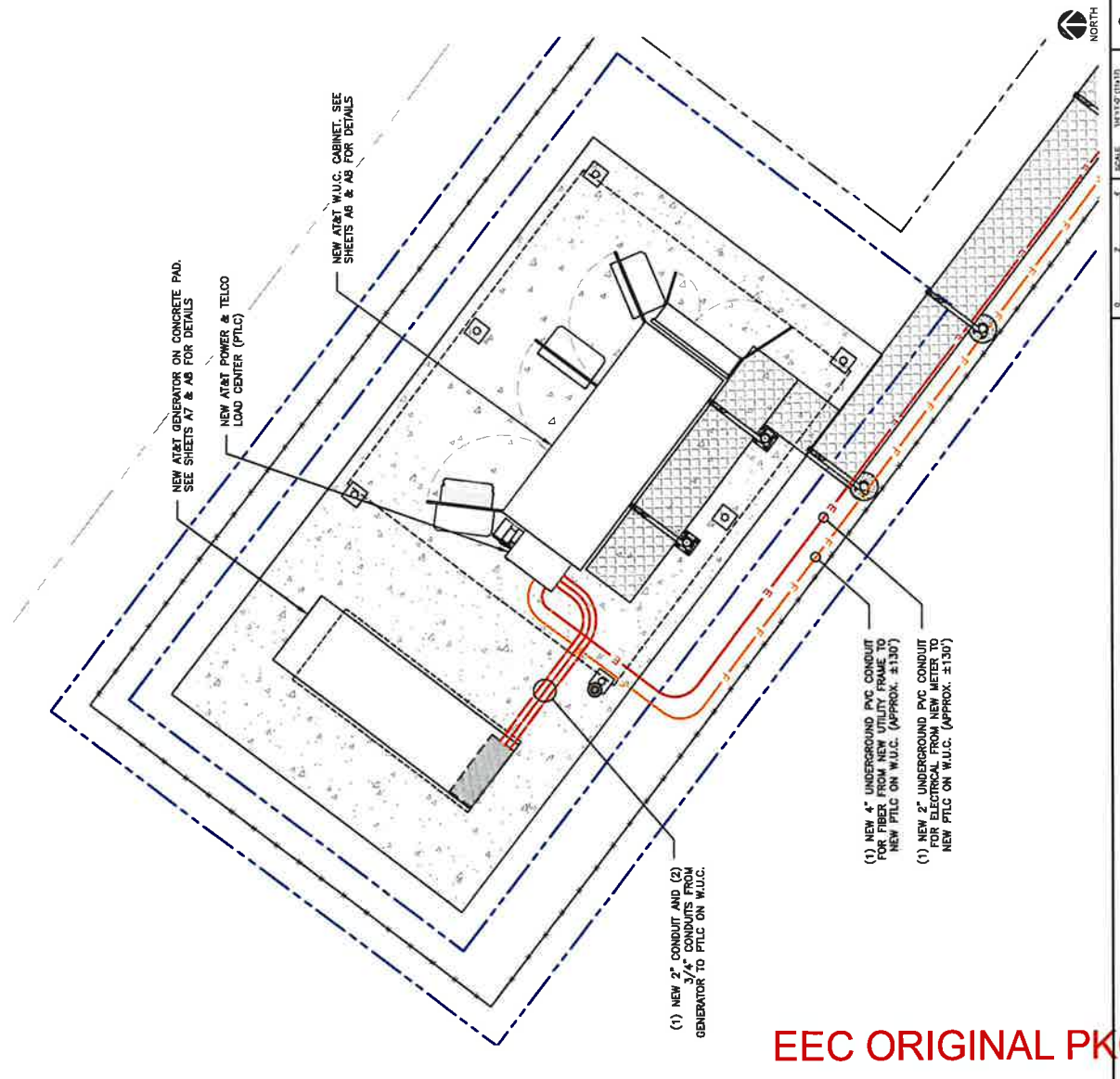


CONDUIT SPACING SCHEDULE

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

TRENCH DETAIL

SCALE	1
N.T.S.	



EQUIPMENT UTILITY PLAN

SCALE	3
N.T.S.	

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PC ORIGINAL PKG

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DRAWN BY: MN
RSM

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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

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

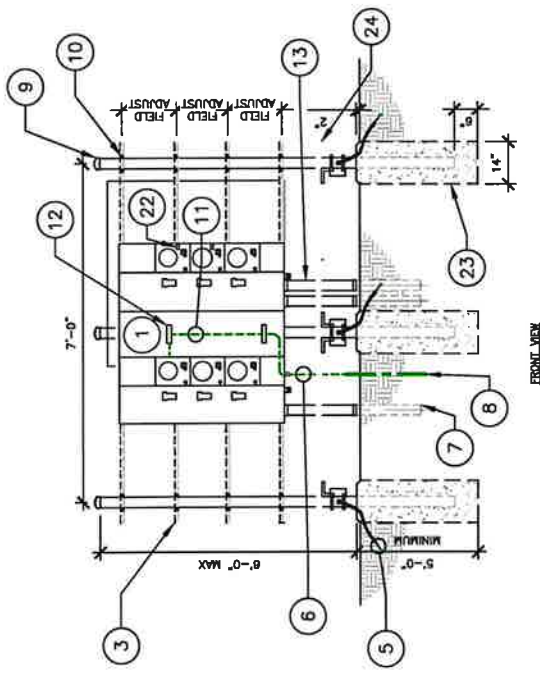
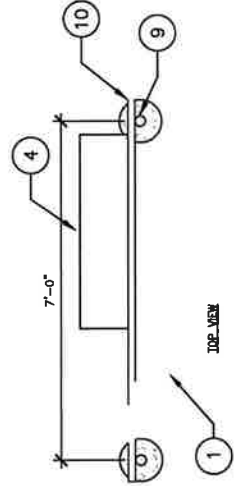
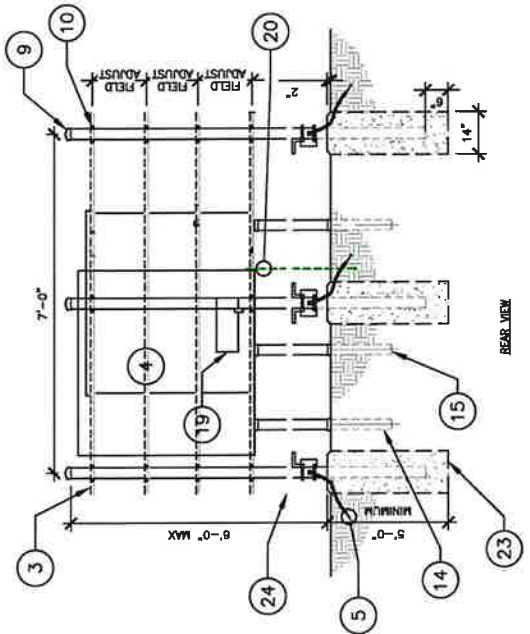
SHEET TITLE
H-FRAME DETAILS

SHEET NUMBER
E2

- NOTES:**
- CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERS MAIN SERVICE CENTER (M.S.C.) IN 600AMP NEMA 3R WITH WEATHERPROOF DUPLEX RECEPTACLE. ALL METERS SHALL BE FURNISHED WITH (1) 200AMP CIRCUIT BREAKERS SHALL BE COVERED WITH LEXAN METER COVER.
 - WHERE INDICATED ON PLANS PROVIDE A FIBER/TELCO DEMARCATION BOX TO INCLUDE 48"x48"x12" NEMA 3R WITH 1/2" THICK POLYURETHANE INSULATION, 1/2" COPPER THIN-PLATED SURGE SUPPRESSION, AND 2"x1/2"x1/4" COPPER THIN-PLATED BUS BAR. USE DOUBLE LOCKING RINGS W/WASHERS & RUBBER GROMMETS ON BOTH SIDES OF ALL CONDUIT PENETRATIONS INTO THE BOX.
 - EQUIPMENT TO PROVIDE LOCKING PROTECTION FOR UTILITY METER ENCLOSED OUTSIDE OF THE FENCED COMPOUND AREA.

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

- CALLOUTS:**
- MODULAR METERING MAIN SERVICE CENTER (SEE NOTE 1).
 - DISTRIBUTION BREAKER, ADD W/AMMETER TO METER LETTER AND CARRIER OR PANEL (TYP.)
 - 1/1000 HOT DIPPED UNSTRUT CROSS MEMBER (TYP. OF 4) W/ END CAPS. PROVIDE REPLACEMENT WITH EQUIPMENT TO BE USED.
 - NEW 48"x48"x12" NEMA 3R HOFFMAN BOX AS INDICATED ON PLANS; SEE NOTE 2.
 - 48 AWG SOLID THINNED COPPER WIRE WITH EXOTHERMIC WELD CONNECTION TO POST IN 3/4" NONMETALLIC FLEXIBLE CONDUIT (CONDUIT TO WITHIN 1" OF EXOTHERMIC CONNECTION) (TYP. AT EACH POST).
 - 2/0 AWG SOLID THINNED COPPER GROUND WIRE IN 1" PVC.
 - POWER CONDUIT TO CARRIER EQUIPMENT
 - 5/8"x10"-0" COPPER CLAD STEEL ISOLATED GROUND ROD PER CODE.
 - 3.5" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
 - 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
 - 2/0 GREEN INSULATED STRANDED COPPER WIRE.
 - SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
 - POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
 - TELCO/FIBER CONDUIT TO CARRIER EQUIPMENT.
 - FIBER CONDUIT TO CARRIER EQUIPMENT.
 - NOT USED
 - NOT USED
 - NOT USED
 - HOFFMAN BOX GROUND BAR.
 - 22 AWG GROUND WITH MECHANICAL CONNECTION TO HOFFMAN BOX PROPOSED SINGLE GROUND.
 - WEATHERPROOF DUPLEX RECEPTACLE.
 - CARRIER METER LABEL.
 - CONCRETE PIER FOUNDATION TO CHEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. DEPTH TO BE A MINIMUM OF 6" BELOW FINISH GRADE. SEE HOFFMAN BOX FOUNDATION DETAIL ON SHEET C-5 FOR REINFORCEMENT DETAILS.
 - STEP-UP PLATFORM. SEE DETAIL SHEET E-2.1.
 - NOT USED
 - NOT USED



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

EEC ORIGINAL PKG
PC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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

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

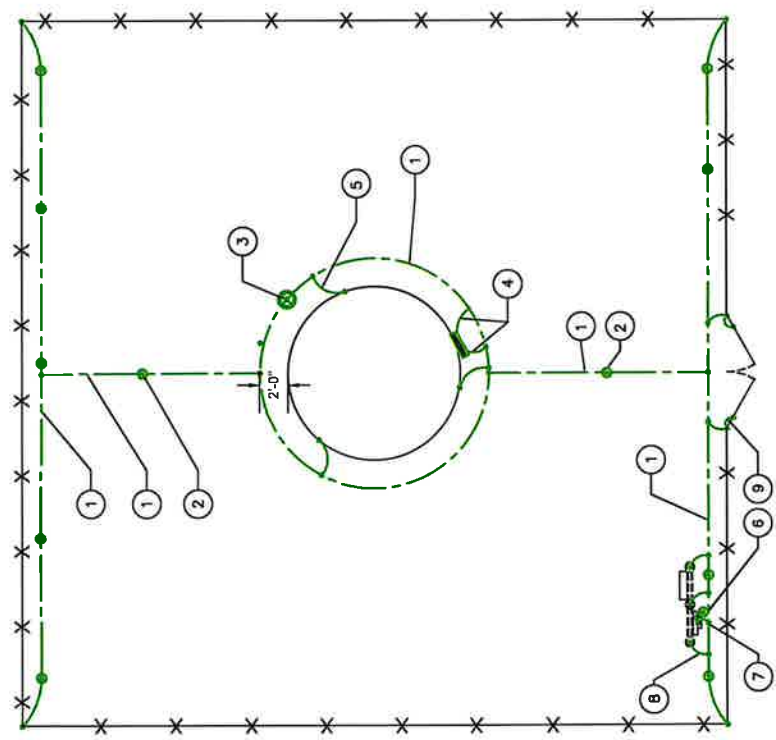
SHEET TITLE
**COMPOUND
GROUNDING PLAN**

SHEET NUMBER
G1

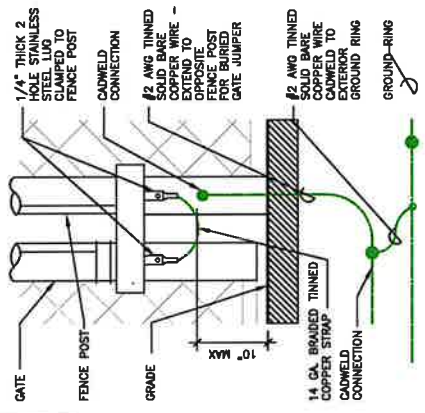
GROUNDING LEGEND

	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	MECHANICAL CONNECTION
	5/8\"/>
	NEW GROUNDING WELL
	EXISTING GROUNDING WELL
	TINNED COPPER GROUND BAR
	COLLECTOR GROUND BAR
	MAIN GROUND BAR

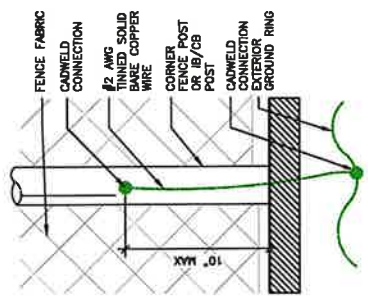
- GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
- 5/8" x 10'-0" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
- GROUND SYSTEM TEST WELL
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM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



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



GATE GROUNDING DETAIL SCALE: N.T.S. 2



FENCE GROUNDING DETAIL SCALE: N.T.S. 1

SCALE: N.T.S. 3

TYPICAL FENCE AND TOWER GROUNDING PLAN

PC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

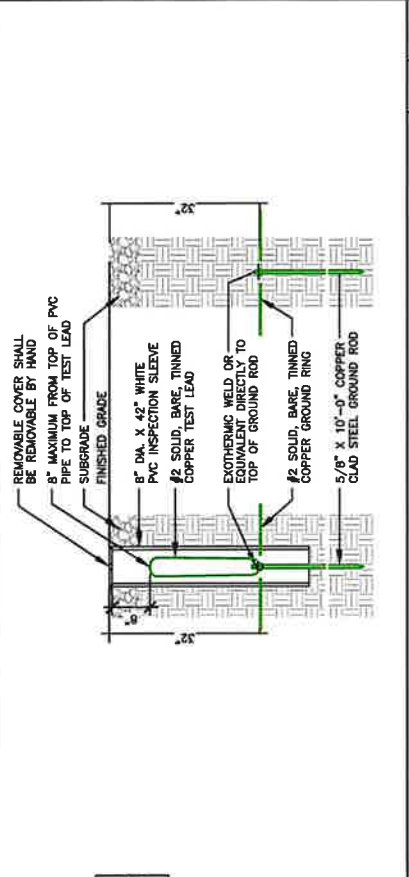
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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

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

SHEET TITLE
**GROUNDING
DETAILS & NOTES**

SHEET NUMBER
G3

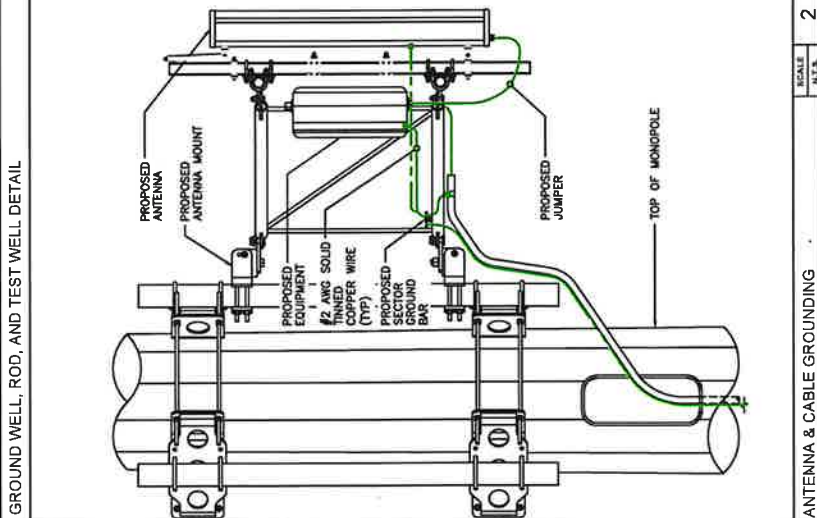
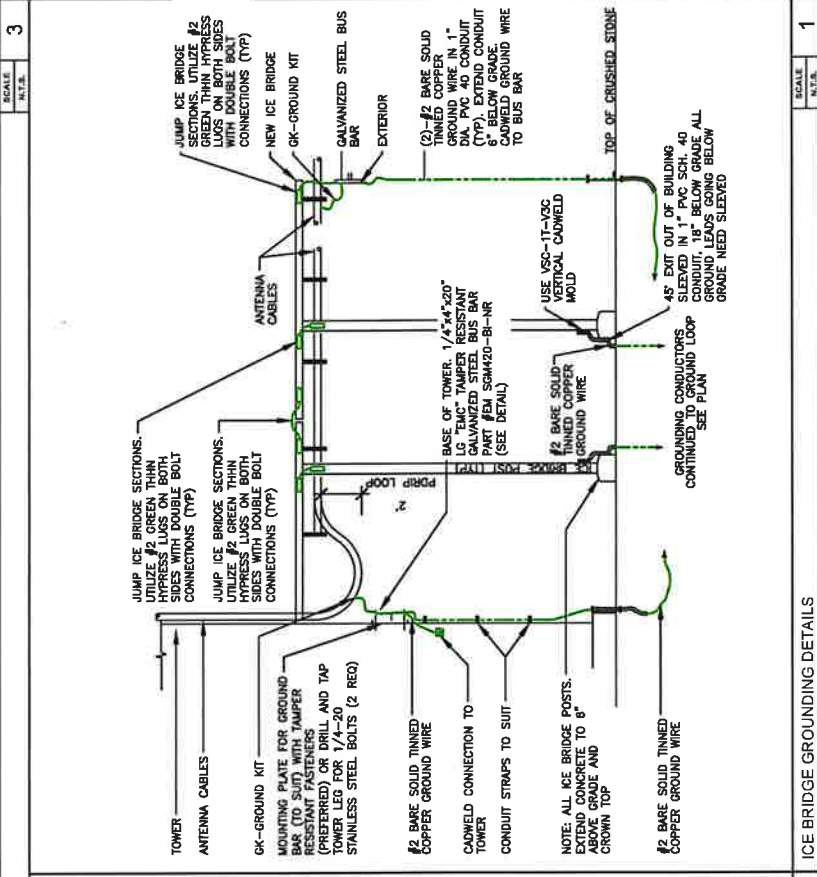


NOTE:
SEE RESISTIVITY REPORT FOR UNDERGROUND IS AVAILABLE.

NOTE:
GROUND RODS MAY BE COPPER CLAD STEEL OR SOLID COPPER.

NOTE:
GROUND RODS SHALL HAVE A RECOMMENDED SPACING TWICE THE LENGTH OF THE ROD.

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



- GROUNDING NOTES:**
- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
 - ALL GROUNDING DEVICES SHALL BE U.L. APPROVED OR LISTED FOR THEIR INTENDED USE, UNLESS NOTED OTHERWISE.
 - ALL WIRES SHALL BE #2 AWG TINNED COPPER UNLESS NOTED OTHERWISE.
 - GROUNDING CONNECTIONS TO GROUND BARS AND RODS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - GROUNDING CONNECTIONS TO GROUND BARS AND RODS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - GROUNDING CONNECTIONS TO GROUND BARS AND RODS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12\"/>
 - GROUNDING CONNECTIONS TO GROUND BARS AND RODS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - GROUNDING CONNECTIONS TO GROUND BARS AND RODS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - IF WORK IS ENCOUNTERED AROUND RODS SHALL BE MADE WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - CONSTRUCTION OF GROUND BARS AND RODS SHALL BE DOCUMENTED WITH PHOTOGRAPHS TO BE SUBMITTED WITH THE PROPOSAL. PHOTOGRAPHS TO BE SUBMITTED TO THE DESIGN ENGINEER IN CONSTRUCTION MANAGER.
 - ALL GROUND LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - BEFORE INSTALLING LUGS ON GROUND WIRES, APPLY THIN LAYER OF BUTYL GROUNDING GEL TO LUGS. LUGS SHALL BE BOLTED TO GROUND WIRES WITH #2 AWG TINNED COPPER WIRE. TOWER BARS AND RODS SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - PERFORM AN INDEPENDENT ELECTRICAL TESTING TO VERIFY THE QUALITY OF THE GROUNDING SYSTEM. TEST SHALL BE PERFORMED BY A METRIC TESTER ON THE GROUNDING RESISTANCE TEST FOR.
 - IF BARE COPPER GROUND WIRES ARE USED, THEY SHALL BE GALVANIZED UNLESS NOTED OTHERWISE. CLEAN SURFACES TO BE CONTACTED BY THE COPPER WIRE SHALL BE CLEANED WITH GALVANIZING PASTE.
 - BEFORE ALL BONDING SURFACES FOR GROUNDING CONNECTIONS TO GROUND BARS AND RODS, APPLY AN APPROPRIATE GALVANIZING PASTE.
 - ANY SITE WHERE THE EQUIPMENT (TOWER, CABLE BRACE, PVC CONDUIT, ETC.) IS LOCATED ABOVE GROUND, THE EQUIPMENT SHALL BE BONDING TO THE GROUND BARS AND RODS TO BE INSTALLED TO THE EQUIPMENT. PHOTOGRAPHS SHALL BE TAKEN OF (3) BARS OF #2 BARE TINNED COPPER WIRE.

LCC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RMW

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER TELECOM SERVICES AND SHALL REMAIN THE PROPERTY OF WESTCHESTER TELECOM SERVICES. ANY REPRODUCTION OR DISTRIBUTION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER TELECOM SERVICES IS STRICTLY PROHIBITED.

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

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G3.1

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

SECTION "P" - SURGE PROTECTORS

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

SECTION "A" - SURGE ABSORBERS

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

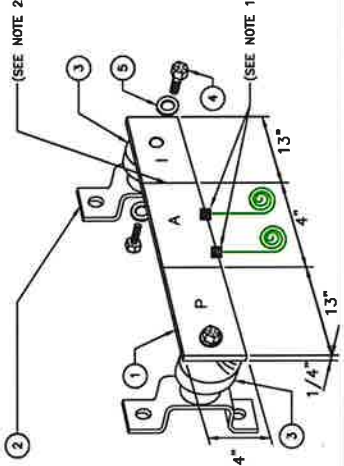
SECTION "I" - ISOLATED GROUND ZONE

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

DETAIL NOTES:

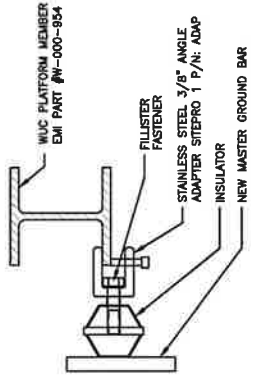
- EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. INSULATE WITH 1/2" INSULATION AND PROVIDE PARALLEL EXOTHERMIC WELD.
- THE INSTALLER SHALL USE PERMANENT MARKER TO DRAW THE LIKE BETWEEN SECTION AND LABEL EACH SECTION ("P", "A", "I" WITH 1" HIGH LETTERS

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



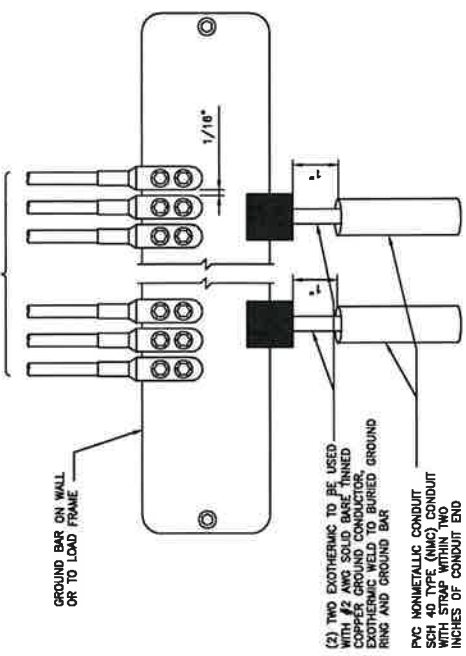
MASTER GROUND BAR DETAIL

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



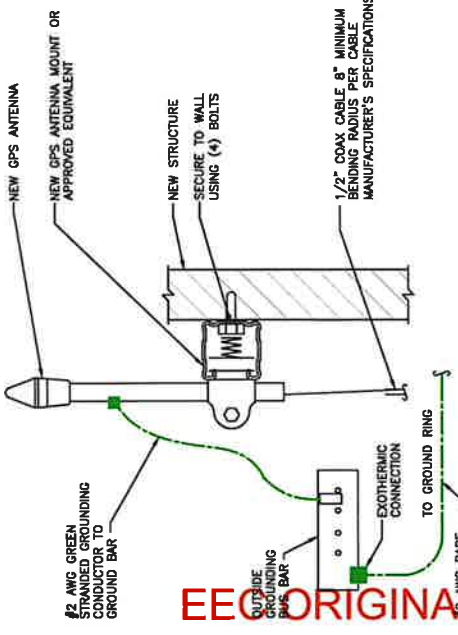
ANGLE ADAPTER DETAIL

FOLLOW P.1 GUIDELINES FOR CONNECTING GROUNDS



- (3) TWO EXOTHERMIC TO BE USED WITH #2 AWG SOLID BARE TINNED COPPER GROUND CONDUCTOR. EXOTHERMIC WELD TO BURIED GROUND RING AND GROUND BAR
- PVC NONMETALLIC CONDUIT SCH 40 (1/2" MIN) CONDUIT 1/2" MIN. INSULATION 1/2" MIN. OF CONDUIT END

MAIN GROUND BAR DETAIL



GPS ANTENNA GROUNDING

PC ORIGINAL PKG

EE ORIGINAL PKG



WESTCHESTER
 4243 MAX GILES
 BARRINGTON, IL 60010
 TELEPHONE: 847.279.0070
 ac@westchester-services.com
 WWW.WESTCHESTER-SERVICES.COM

PRELIMINARY DRAWINGS
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DRAWN BY: MN
 CHECKED BY: RSM

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A	10/02/23	PRELIMINARY

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 CALIFORNIA.

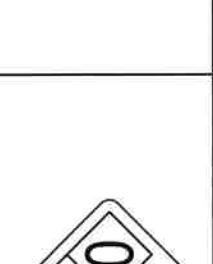
SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 5175 CARLE
 BRAVERLY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 SIGNAGE

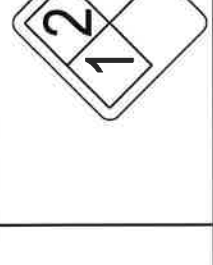
SHEET NUMBER
 SIGNAGE



ALERTING SIGN
 (FOR DIESEL FUEL)



ALERTING SIGN
 (FOR PROPANE)



ALERTING SIGN
 (FOR CELL SITE BATTERIES)

GENERAL SIGNAGE GUIDELINES

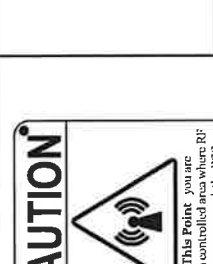
Structure Type	INFO SIGN #1	INFO SIGN #2	INFO SIGN #3	INFO SIGN #4	Striping	NOTICE SIGN	CAUTION SIGN
Towers Monopole/Monopole Monopole	entrance gates, shearer doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shearer doors OR on the outdoor cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
SCE Tower w/ 517 Tower w/ high voltage	entrance gates, shearer doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shearer doors OR on the outdoor cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Light Poles / Flag Poles	entrance gates, shearer doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shearer doors OR on the outdoor cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Utility / Wood Poles (UP)	entrance gates, shearer doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shearer doors OR on the outdoor cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Meropole, mounted on non-UP poles	entrance gates, shearer doors OR on the outdoor cabinets	On backside of Antennas	On backside of Antennas	entrance gates, shearer doors OR on the outdoor cabinets		At the height of the first climbing step, min. 5ft above ground	At the height of the first climbing step, min. 5ft above ground
Roof Tops At all access ports to the top On Antennas On Antennas antennas mounted facing each other building Roof/over Graph	X X X X X	X X X X X	X X X X X	X X X X X			
Reflection area is within 3ft from antenna	X				diagonal yellow striping act to show view graph		
Reflection area is beyond 3ft from antenna	X						
Church Steeple	Access to steeple	On backside of Antennas	On backside of Antennas	Access to steeple		Caution sign at the antennas	Caution sign at the antennas
Water Stations	Access to ladder	On backside of Antennas	On backside of Antennas	Access to ladder		Caution sign at the antennas	Caution sign at the antennas

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

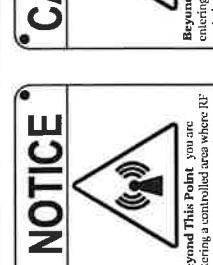
SIGNAGE GUIDELINES CHART



ALERTING SIGN
 (FOR CELL SITE BATTERIES)



ALERTING SIGN
 (FOR DIESEL FUEL)



ALERTING SIGN
 (FOR PROPANE)

S T A Y B A C K 3 F E E T F R O M A N T E N N A

INFO_SIGN_#3

CAUTION

Beyond This Point you are entering a controlled area where RF emissions may exceed the FCC Occupational Exposure Limits. Obey all posted signs and site guidelines for working in a RF environment.

at&t

NOTICE

Beyond This Point you are entering a controlled area where RF emissions may exceed the FCC General Population Exposure Limits. Follow all posted signs and site guidelines for working in a RF environment.

at&t

WARNING!

PROPERLY IDENTIFIED PERSONNEL ONLY

PROPERTY OF AT&T
 AUTHORIZED PERSONNEL ONLY

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

at&t

WARNING!

PROPERLY IDENTIFIED PERSONNEL ONLY

PROPERTY OF AT&T
 AUTHORIZED PERSONNEL ONLY

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

at&t

NOTICE

ACTIVE ANTENNAS ARE INDICATED

INFORMATION

at&t

NOTICE

ACTIVE ANTENNAS ARE INDICATED

INFORMATION

at&t

INFORMATION

ACTIVE ANTENNAS ARE INDICATED

INFORMATION

at&t

INFORMACION

ACTIVE ANTENNAS ARE INDICATED

INFORMACION

at&t

INFORMATION

ACTIVE ANTENNAS ARE INDICATED

INFORMATION

at&t

INFORMACION

ACTIVE ANTENNAS ARE INDICATED

INFORMACION

at&t

Lease

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

TOWER CONSTRUCTION AGREEMENT

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

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately forty-five feet (45.00'), by fifty-seven feet (57.00'), containing a total of 2,565 square feet, combined with an approximate ten foot (10') by two hundred eighty foot, (280.00) access and utility corridor containing 2,800 square feet on the parcel of land on Licensor's railroad right-of-way and located in Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

Licensor agrees to allow construction of a One Hundred Fifty-Five (155') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

THEREFORE, in consideration of the mutual covenants herein contained, Licensor and Licensee agree as follows:

1. GRANT:

Licensor grants to Licensee the right to construct the Tower and Facilities together with non-exclusive rights of access for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Licensor's property, the location of said rights of access being limited to the locations shown on Exhibit "A" attached hereto. Licensee shall have the right to use the Premises for the location of the Tower and Facilities. Licensee shall be responsible for all costs and activities associated with the construction of the aforementioned Tower and Facilities. Equipment owned by and installed, operated and maintained by Licensee will be installed at the Premises. The Licensee's use of the Premises shall be subject to the terms and conditions of this Agreement, specifically including but not limited to, the General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

2. TOWER FACILITIES:

Licensor grants to Licensee the right to construct the Tower on the Premises for the installation of its communications antennas. The Tower and Facilities will be located within the area further defined on Exhibit "A" of this Agreement.

3. EQUIPMENT FACILITIES:

EEC ORIGINAL PKG

PC ORIGINAL PKG

Licensors grants to Licensee the right to locate on the Premises, in an area close to the base of the Tower, one (1) concrete slab measuring sixteen (16') feet by twenty-two (22') feet] that will be used to mount the Tower and Facilities installed on the Premises by Licensee. The Facilities will be located within the area further defined on Exhibit "A" of this Agreement. Licensee may install, as part of the Facilities on the Premises all other related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises, subject to the other terms and conditions in this Agreement.

4. PLANS:

Licensee shall submit detailed site plans and technical specifications for the construction of the Tower and Facilities at the Premises to Licensors for Licensors approval prior to the commencement of construction thereof. Licensors 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 Licensors 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.

Licensors 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. Licensors 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. Licensors 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. Licensors 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. Licensors

agrees to execute any such document reasonably required by Licensee in its operations which states this Agreement is in full force and effect, and the number of years with renewals remaining in this Agreement.

All costs for any permits, licenses, plans, specifications or any other documentation required shall be at the sole cost and expense of Licensee.

7. GENERAL TERMS AND CONDITIONS:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees, and all entry upon and use of Licensor's property will be in strict compliance with the General Terms and Conditions.

8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in Exhibit "A", provided, however, that Licensee's utility service providers, or Licensee, as applicable, may be required to apply for and receive a "Wireline Crossing Agreement" from Licensor's Real Estate Department prior to installing any utility service to the Premises at no additional cost to such service provider(s) or Licensee. Licensor will not unreasonably delay or deny granting of any such agreement.

9. RELOCATION:

The approximate location of the Tower and Facilities will be as presented in the attached Exhibit "A". If, for engineering reasons, it is necessary for Licensee to select a different location, such relocation is subject to the approval of Licensor, in Licensor's sole discretion.

If, after the installation of the Tower and Facilities, Licensor determines that either or both constitute a material hindrance or cause material interference to railroad operations (e.g., blocking new track expansion, blocking line of sight, safety needs, etc.), Licensor may require the removal of the Tower and Facilities, as the case may be by Licensee at Licensee's sole cost and expense, within a period of (180) days (provided Licensor shall allow Licensee more than one hundred eighty (180) days to complete such removal, if in Licensor's sole discretion, allowing Licensee such additional time to complete such removal will not result in too much hindrance or interference with Licensor's operations or safety) from the date of receipt of notice from Licensor, provided that (i) such hindrance or interference affects the operation of Licensor's business or creates a safety hazard and ii) Licensee cannot promptly eliminate or minimize such hindrance or interference to an acceptable degree within the aforesaid 180-day period by performing alterations or modifications to the Tower and Facilities, as the case may be, or implementing other mitigative measures at the Premises. In such event, Licensor shall, in consultation with Licensee, use commercially reasonable efforts to designate an alternative location at the Premises upon which Licensee may relocate its Tower and Facilities. Licensee shall then have the right, at its option, to relocate its Tower and Facilities, as the case may be, to said alternative location at Licensee's sole expense. All monthly rent payable by Licensee hereunder shall abate for the time during which Licensee is prohibited from operating its existing tower and facilities at the Premises and the date upon which construction of the new Tower, Facilities and/or equipment cabinets at the alternative location is completed.

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved Exhibit "A" as necessary, to reflect such change in the location of Licensee's Tower and Facilities at the Premises.

10. PROTECTION OF FIBER OPTIC CABLE:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees will be in strict compliance with the provisions set forth in "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of the General Terms and Conditions.

In addition to the liability terms contained elsewhere within this Agreement, Licensee shall indemnify and hold Licensor harmless against and from all costs, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses), arising out of or in any way contributed to by any act or omission of Licensee, its contractors, agents and/or employees, that cause or in any way contribute to (a) any damage to or destruction of any fiber optic cable telecommunications system located on the Premises by Licensee, its contractors, agents and/or employees, (b) any injury to or death of any person employed by or on behalf of any fiber optic cable telecommunications company and/or its contractors, agents and/or employees on the Premises, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company or companies.

11. TERMINATION:

In the event that any municipal, state, federal or any other governmental authority prevents Licensee from occupying or operating Licensee's equipment at the Premises, or if in Licensee's reasonably exercised judgment, significant engineering, economic or other developments occur that prevent the economic feasibility of this Agreement, Licensee has the right to terminate this Agreement, upon providing Licensor with six (6) months prior notice and removing Licensee's equipment and restoring the Premises to its original conditions, except for reasonable wear and tear, and removing any underground structures to a depth that is mutually agreeable to the Parties.

The Licensee agrees that upon the expiration or termination of this Agreement or the abandonment of the Premises by the Licensee, the Licensee shall (a) remove from the Premises, at the expense of the Licensee, all structures, property and other materials not belonging to the Licensor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected and/or constructed, including, without limiting the generality of the foregoing the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all of which shall be performed at the Licensee's expense. If the Licensee should fail to perform such removal, the Licensor may perform the work and the Licensee shall reimburse the Licensor for the cost thereof, within thirty (30) days after the bill is rendered. The Licensee's non-use of the Premises for the purposes described in this Agreement continuing for one (1) year shall be sufficient and conclusive evidence of such abandonment, unless the Licensee shall have notified the Licensor in writing of its reasons for such non-use, and shall continue to pay rent as and when due to the Licensor.

12. OWNERSHIP OF TOWER, FACILITIES AND RADIO EQUIPMENT:

It is understood and agreed that Licensee shall own the Tower and Facilities and all related radio equipment, and/or any such improvements constructed or placed on the Premises by Licensee.

13. OWNER'S RIGHT OF INSTALLATION:

Licensee hereby grants to Licensor the right, reasonably exercised, to locate antennas on the Tower and related radio equipment, upon the Premises, subject to a maximum of 10,000 square inches of wind loading and availability of space upon the Tower being available at the time of Licensor's desire to exercise said right.

Licensor shall assume all costs and liabilities associated with the installation, operation and maintenance of Licensor's equipment at the Premises.

Licensee shall charge Licensor no fee for the installation, operation and maintenance of Licensor's equipment at the Premises.

14. MAINTENANCE:

Licensee shall (i) be responsible for any and all improvements located upon the Premises by Licensee or any approved sublicensees, including the Tower and Facilities, and (ii) shall perform whatever remedial and preventive maintenance, repairs, construction and security which may be required to properly maintain the Tower and Facilities and the equipment located thereupon or therewithin.

15. PAYMENT:

Effective upon the first month following the Commencement Date, Licensee shall pay Licensor Twelve Thousand Dollars (\$12,000) per year for the privileges and rights presented in this Agreement which rental shall increase by two percent (2%) annually. At such time as the amount equal to thirty-five percent (35%) of the total gross revenue collected by Licensee from all sublicensees at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by two percent (2%) annually, or thirty five percent (35%) of the total revenue collected annually from Licensee's sublicensees at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

Licensor shall have the right, no more than once per calendar year, to inspect and audit all of Licensee's documents, agreements, and records relating to the Premises, including any documents, agreements, and records of Licensee regarding billing and collection of fees payable or paid under any agreement related to the Premises, and Licensee shall, for as long as this Agreement remains in effect and for three (3) years following any expiration or termination of this Agreement, maintain copies of all such documents and records. In the event Licensor elects to inspect and audit any such documents and records and/or the payments made by the any person related to the Premises, if Licensor determines that Licensee has failed to pay Licensor any material amounts owed to Licensor hereunder, Licensee shall, in addition to paying Licensor any amounts found by such inspection and audit to remain unpaid, reimburse Licensor for its costs to complete such inspection and audit.

16. TERM:

This Agreement shall be for an initial term of ten (10) years, commencing on the date that Licensee starts construction ("Commencement Date"). The License shall automatically renew for three (3) additional term of five (5) years unless terminated under terms herein.

17. INTERFERENCE:

Licensor grants to Licensee the use of the Premises exclusively for the construction and use of the Tower and Facilities for the installation of radio communications equipment. The equipment installed by Licensee or its sublicensees shall transmit only on frequencies licensed for such equipment. Licensee shall be responsible for performing all radiofrequency ("RF") engineering studies to ensure that the placement of radio equipment at the Premises will not cause interference to existing equipment located near the Premises by Licensor or Licensor's Licensees, lessees or vendors, and Licensee shall submit such studies to Licensor for approval prior to installation.

If any radio equipment installed by Licensee causes RF interference with such existing equipment of Licensor or Licensor's Licensees, lessees or vendors, Licensee shall be responsible for eliminating or minimizing to an acceptable degree such RF interference within 48 hours after receipt after written notice of such interference from Licensor to Licensee by, for example, removing, replacing or repositioning the equipment causing such interference (hereinafter, the "Interfering Equipment"). In the event such interference is not eliminated or minimized to an acceptable degree within the aforesaid 48 hour period, Licensee or its client, as the case may be, shall discontinue use of the Interfering Equipment (except for intermittent operation for the purpose of correcting such interference). If said interference is not corrected within thirty (30) days after Licensee's receipt of the aforesaid notice from Licensor, Licensee shall remove the Interfering Equipment within an additional ten (10) day period.

18. INSURANCE:

Licensee and/or its contractors shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability. Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- (b) Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417 Contractual Liability - Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

Where permitted by law and subject to Licensee's indemnification obligations herein, Licensee and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Licensor. Licensee and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. The policy (ies) required under (a) and (b) above shall provide severability of interests and shall name Licensor as an additional insured with respect to liability arising from Licensee's operations for which Licensee has legally assumed responsibility herein.

Prior to commencing the any construction work, Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage. The certificate(s) shall contain a provision that obligates the insurance company (ies) issuing such policy (ies) to notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy (ies) shall be written by a reputable insurance company (ies) acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better and authorized to do business in the state(s) in which the Job Site is located.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee and/or its contractors, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

19. **INDEMNIFICATION/HOLD HARMLESS:**

Licensee agrees that it shall not, through its actions or omissions, (i) endanger the property or employees of Licensor located at the Premises or (ii) expose any person, including but not being limited to Licensor's employees, contractors, agents or Licensees, or Licensor's property, operations or facilities to any additional hazards. Licensee shall indemnify and hold Licensor and its affiliates, and the officers, agents and employees of each, harmless against and from any and all liability, loss, damage, claims, demands, costs and expenses (including court costs and attorneys' fees) arising directly out of Licensee's use of the Premises, including, without limitation its construction activity thereon pursuant to this Agreement, except for those

claims that are due to or caused solely by the negligence or intentional misconduct of Licensor, its affiliates, or the officers, agents, assigns, contractors and employees.

20. **ASSIGNMENT:**

The Licensee shall not assign this Agreement, or any interest therein, without the written consent of Licensor. Such consent shall not be unreasonably withheld, conditioned, or delayed. No assignment by Licensee shall relieve Licensee of any of its obligations and liabilities assumed hereunder.

Notwithstanding the foregoing, Licensor agrees that Licensee shall have the right to freely assign its rights and obligations hereunder to any parent company, a wholly-owned subsidiary or affiliate of Licensee, an entity in the business of developing or operating telecommunication towers (excluding FCC licensed wireless carriers and existing Tower sublessees) or a purchaser of all or substantially all of Licensee's assets. The issuance of stock by Licensee shall not be deemed to be an assignment under the provisions of this Paragraph.

Subject to the provisions of this Paragraph, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. **SUBLEASE AUTHORITY:**

Licensor acknowledges that Licensee's intent is to design the Tower and Facilities to accommodate sublicensing in the Premises to FCC licensed wireless carriers. Licensee shall not sublicense in the Premises to FCC licensed wireless carriers, in whole or in part, without Licensor's written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed. Prior to sublicensing to FCC licensed carriers in the Premises, Licensee shall provide to Licensor a copy of the sublicensee's application, construction drawings, sublease agreement and construction schedule. Licensee shall not sublicense the Premises, in whole or in part, to unlicensed wireless carriers or other entities, without Licensor's written consent, which consent shall be in Licensor's sole and absolute discretion. Licensor hereby explicitly reserves the right to condition such consent upon additional financial consideration if the sublease is less than \$1750 per month (or \$1250 per month for DISH Wireless).

22. **CASUALTY/CONDEMNATION:**

In the event there is a total or partial destruction of the Premises by fire or other casualty (hereinafter, a "Casualty") and the Premises are, in Licensee's judgment, thereby rendered insufficient for Licensee's continued operations thereat and/or restoration thereof would not, in Licensee's reasonable judgment, be economically feasible and/or such restoration could not, in Licensee's reasonable judgment, be accomplished within a period of ninety (90) days from the date of such Casualty, Licensee shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensor. In the event Licensee elects not to terminate this Agreement,

- (a) Licensee shall have the right to restore those portions of the Premises upon which its Tower and Facilities are located and to reconstruct same thereupon at Licensee's sole cost and expense.

- (b) In the event those portions of the Premises upon which Licensee's Tower and Facilities are located are, in Licensee's judgment, incapable of being restored, Licensor shall, upon request of and in consultation with Licensee, designate an alternative location at the Premises upon which Licensee may reconstruct its Tower and Facilities.

In the event the Premises, that portion of the Premises upon which Licensee's Tower and Facilities are located, or any significant portion of either is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, this Agreement shall terminate as of the date upon which Licensee is required by the governmental authority to cease its operations at the Premises. Licensee shall be entitled to seek their own award against the condemning authority.

23. ARBITRATION:

All controversies relating to, in connection with, or arising out of this Agreement, its modification or making, the authority or obligations of the parties hereto, and whether involving the principals, agents, brokers or others who actually subscribe hereto, shall be settled by arbitration. The arbitration proceedings shall be held in the county and state in which the Premises is located and in accordance with the laws of the aforesaid state. The arbitration proceeding is to be governed by the American Arbitration Association and the "Rules of Arbitration" (hereinafter, the "Rules") as they exist at the time of the arbitration (including provisions as to payment of fees and expenses) and presided over by one arbitrator selected in accordance with the aforementioned Rules. Arbitration is the sole remedy hereunder. All notices or service in reference to arbitration or enforcement shall be deemed given if transmitted as required by the aforementioned Rules. The parties agree that any dispute or controversy related solely to an engineering matter, as mutually determined by Licensee and Licensor, shall be settled by arbitration in accordance with the foregoing, except that the one presiding arbitrator shall be a professional licensed engineer or engineering consultant selected in accordance with the Rules.

24. FORCE MAJEURE:

To the extent that either party to this Agreement is prevented from discharging its duties by an event of Force Majeure, such as by reason of flood, war, fire, explosion or other catastrophe or act of God, both parties shall be temporarily excused from the performance of their obligations under this Agreement until such time as the Force Majeure event has abated.

25. INTEGRATED AGREEMENT:

It is agreed and understood that this Agreement including the Exhibits attached hereto and made a part hereof contains all of the agreements, promises, and understandings between Licensor and Licensee and that no prior written, verbal or oral agreements, promises or understandings shall be binding upon either Licensee or Licensor in any dispute, or proceeding at law.

26. GOVERNING LAW:

The performance of this Agreement shall be interpreted, construed, and regulated by the laws of the state of California.

27. **LICENSOR'S REPRESENTATIONS:**

Licensor covenants, represents and agrees it has the full right, power and authority to enter into, execute and deliver this Tower Construction Agreement.

28. **SURVIVORSHIP:**

This Agreement shall be binding upon and shall inure to the benefit of any respective successors and assigns of Licensor and Licensee, subject to prior restrictions on assignments by Licensee.

Notwithstanding the foregoing, in the event there is any successor to Licensee, Licensee and/or such successor must notify Licensor of such succession within five (5) days after such event.

29. **SEVERABILITY:**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

30. **NOTICES:**

All notices hereunder must be in writing and shall be validly given if sent via Registered or Certified Mail, Return Receipt Requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensor: Union Pacific Railroad Company
1400 Douglas Street - 0640
Omaha, Nebraska 68179
Attn.: Mike Wallman

To Licensee: CitySwitch – II, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345
Attn: Legal

31. **AUTHORITY TO SIGN:**

Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: Chris Doble

BY: Robert Ravielle

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2021, before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2021.

Catherine Habel

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 3rd day of May, 2022, Chris D. Goble before me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3rd day of May, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2026

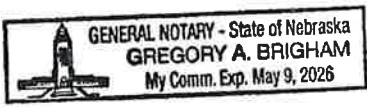


Exhibit A

Location Print Depicting the Premises



JOHN M. BANKS
ARCHITECT
 504 FOX CLEN
 BARRINGTON, CA 92007
 TEL: (619) 447-2777
 FAX: (619) 447-2777
 EMAIL: JMBANKS@JMBANKSARCHITECTS.COM

WESTCHESTER SERVICES LLC
 604 FOX CLEN
 BARRINGTON, CA 92007
 TEL: (619) 447-2777
 FAX: (619) 447-2777
 INFO@WESTCHESTERSERVICES.COM

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

DRAWN BY: []
 CHECKED BY: []
 DATE: []

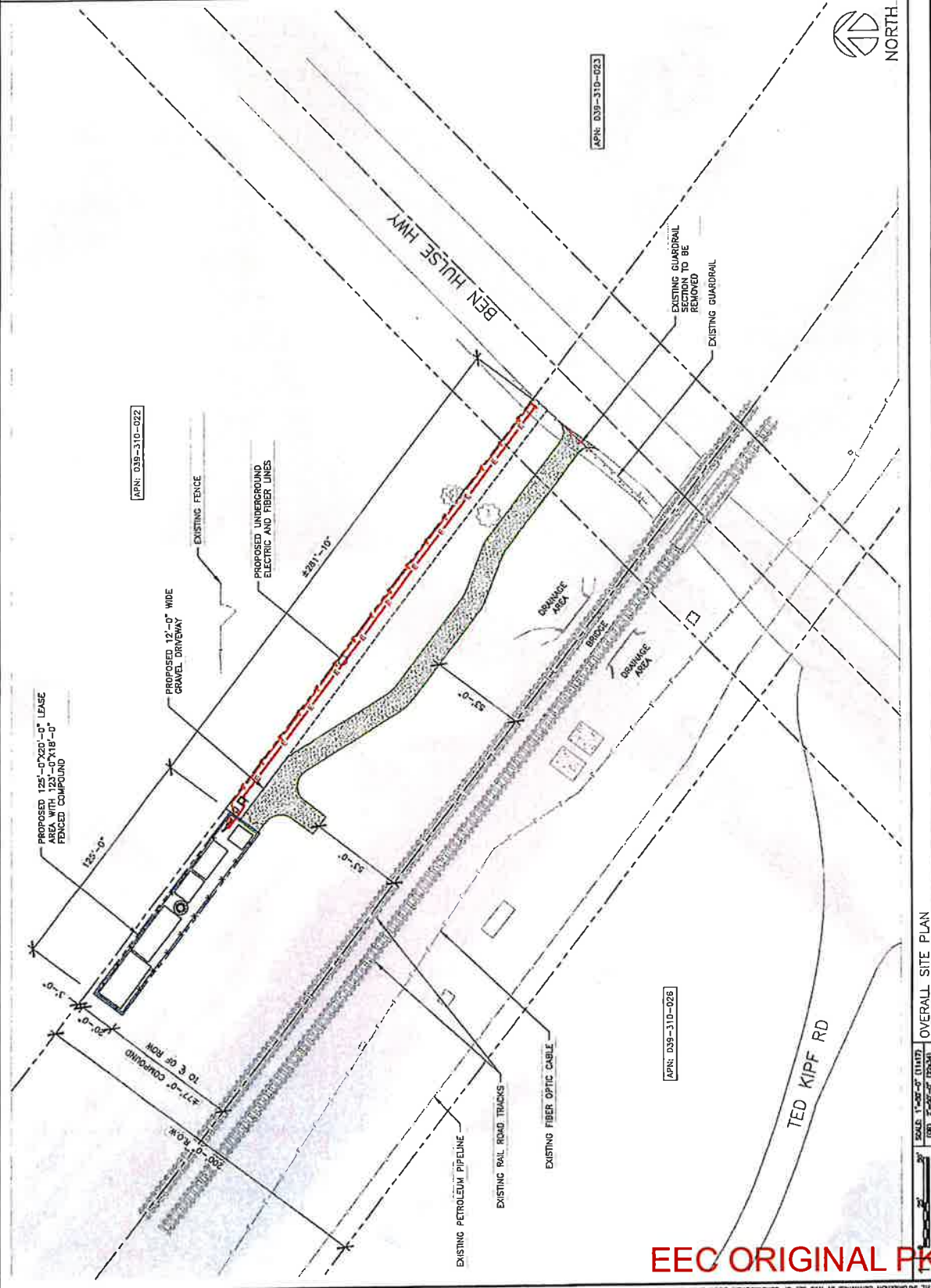
REV	DATE	DESCRIPTION
A	01/17/23	LEASE EXHIBIT
B	01/17/23	REVISED LE
C	03/01/23	REVISED LE

THIS EXHIBIT IS NOT TO BE USED FOR CONSTRUCTION. IT IS PROVIDED FOR INFORMATION ONLY. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE TO THE STATE OF CALIFORNIA.

FA 11065894
 SITE NAME
 BEN HULSE
 SITE ADDRESS
 TED KIFF ROAD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 OVERALL SITE PLAN

SHEET NUMBER
 LE-1



OVERALL SITE PLAN

SCALE 1"=50'-0" (LIMIT)
 (SEE T-50-2 FOR DETAILS)

EEC ORIGINAL PKG

PC ORIGINAL PKG

THE PORTION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE ARCHITECT AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. ANY REUSE OR REPRODUCTION OF ANY PART OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS STRICTLY PROHIBITED.



JOHN M. BANKS ARCHITECT
 1000 W. BARRINGTON, L. 60010
 TELEPHONE: 847-377-0070
 FAX: 847-377-0070
 WWW.JMBANKSARCHITECTS.COM

WESTCHESTER SERVICES LLC
 604 FOX GLEN
 BARRINGTON, IL 60010
 TELEPHONE: 847-377-0070
 FAX: 847-377-0070
 info@westchesterservices.com

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

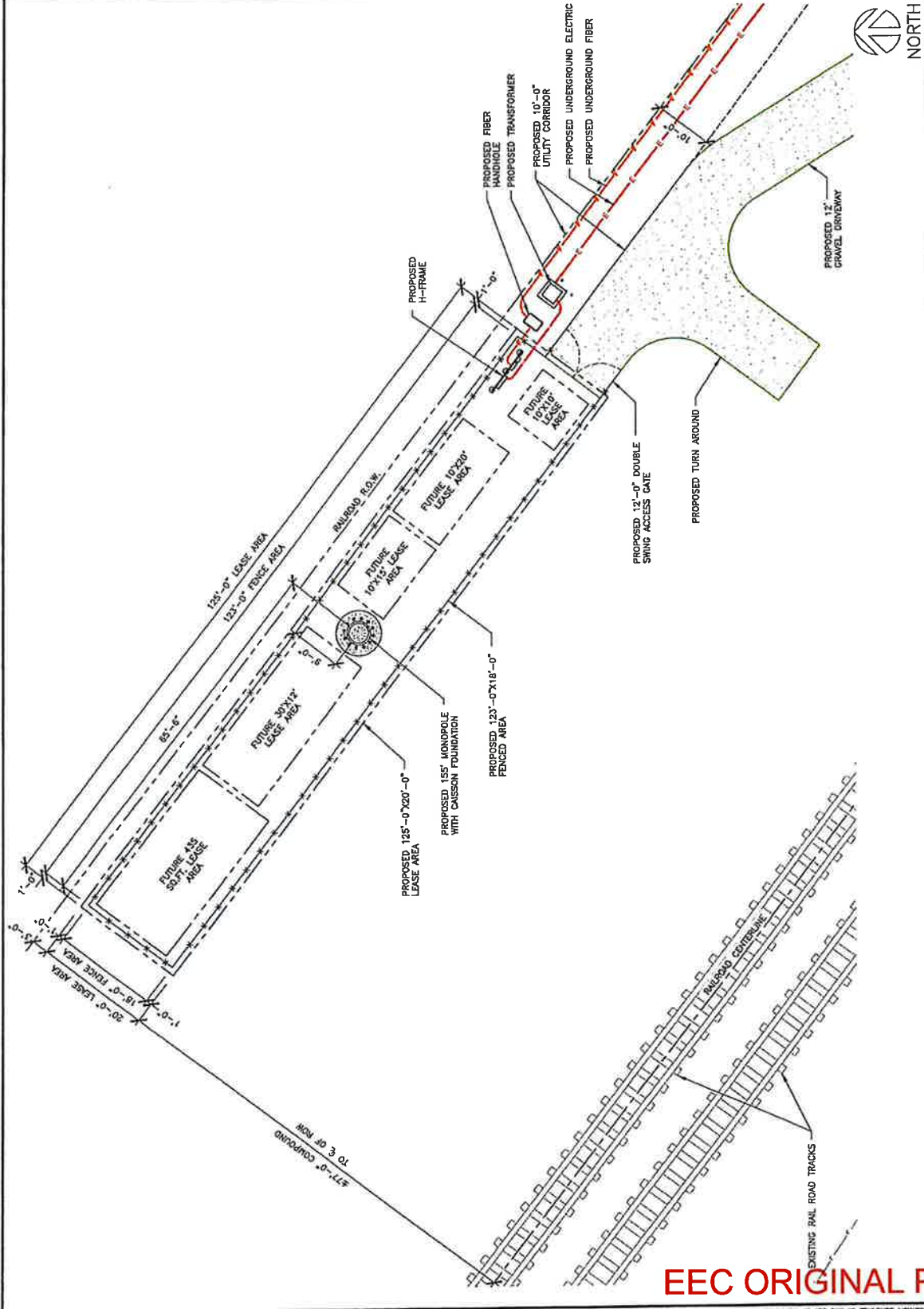
DRAWN BY:	BN	
CHECKED BY:	RSJ	
REV	DATE	DESCRIPTION
A	01/12/23	LEASE EXHIBIT
B	01/17/23	REVISED LE
C	03/07/23	REVISED LE

*NOTES: EXHIBIT THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION AND THAT IT IS A REPRODUCTION OF THE ORIGINAL DRAWING AND THAT IT IS THE PROPERTY OF THE STATE OF CALIFORNIA.

FA # 10066994
 SITE NAME:
 BEN HULSE
 TED KIFF ROAD
 BRAVLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 ENLARGED
 SITE PLAN

SHEET NUMBER
 LE-2



ENLARGED SITE PLAN
 SCALE: 1/8"=1'-0" (11x17)
 DATE: 1/17/23

EEC ORIGINAL PKG
 PC ORIGINAL PKG

CITY SWITCH



JOHN M. BANKS
ARCHITECT
104 FOX GLEN
BARRINGTON, IL 60010
TEL: PHONE 847-277-0000
FAX: 847-277-0000
EMAIL: JBANKS@ELECTRICALSERVICES.COM

WESTCHESTER
SERVICES LLC
104 FOX GLEN
BARRINGTON, IL 60010
TEL: PHONE 847-277-0000
FAX: 847-277-0000
E-MAIL: JWBANKS@ELECTRICALSERVICES.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

DRAWN BY: UN
CHECKED BY: RSM

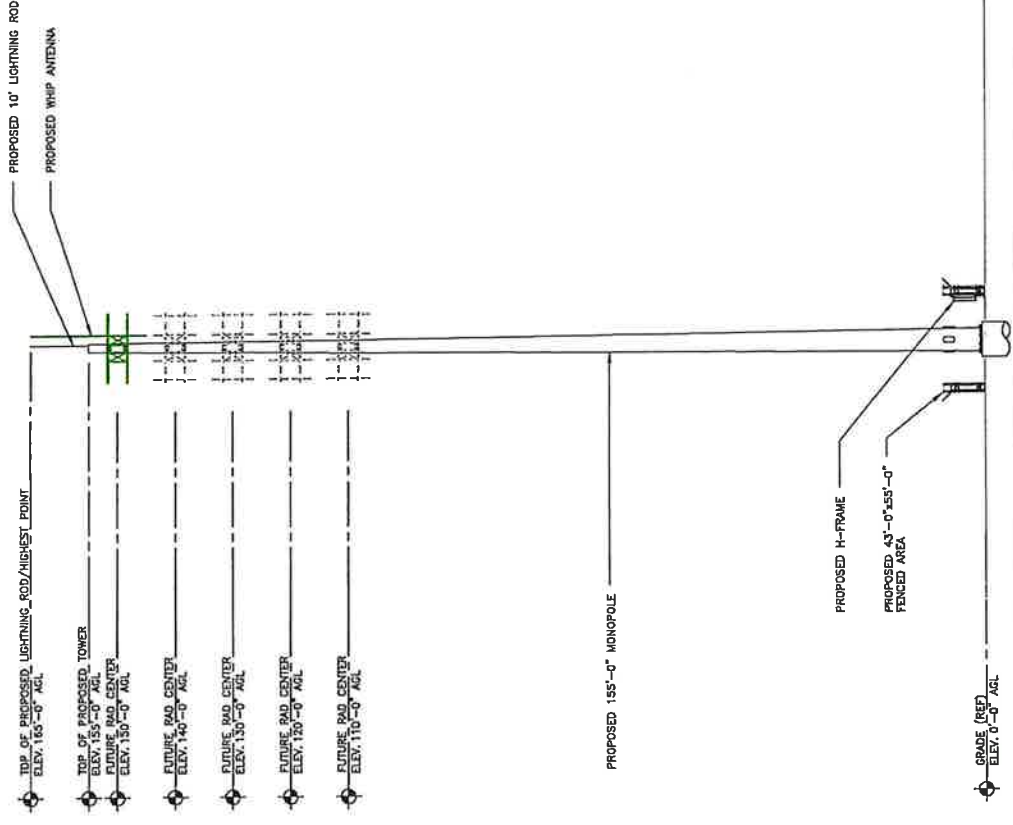
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

* I HEREBY CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

PA # 10066994
SITE NAME
BEE HULSE
SITE ADDRESS
TED KIFF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
LE-3



TOWER ELEVATION

SCALE: 1"=50'-0" (11/17)
1/8"=20'-0" (2/23/24)

EEC ORIGINAL PKG

PC ORIGINAL PKG

THIS INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. IT IS THE PROPERTY OF WESTCHESTER SERVICES LLC 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 LLC.



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**WESTCHESTER
SERVICES LLC**
604 FOX GLEN
HUNTSVILLE, AL 35894
TEL: PHONE 847-277-0000
FAX: 847-277-0000
a@westchester-services.com

LEASE EXHIBIT
NOT FOR CONSTRUCTION

DRAWN BY: MN
RSM
CHECKED BY:

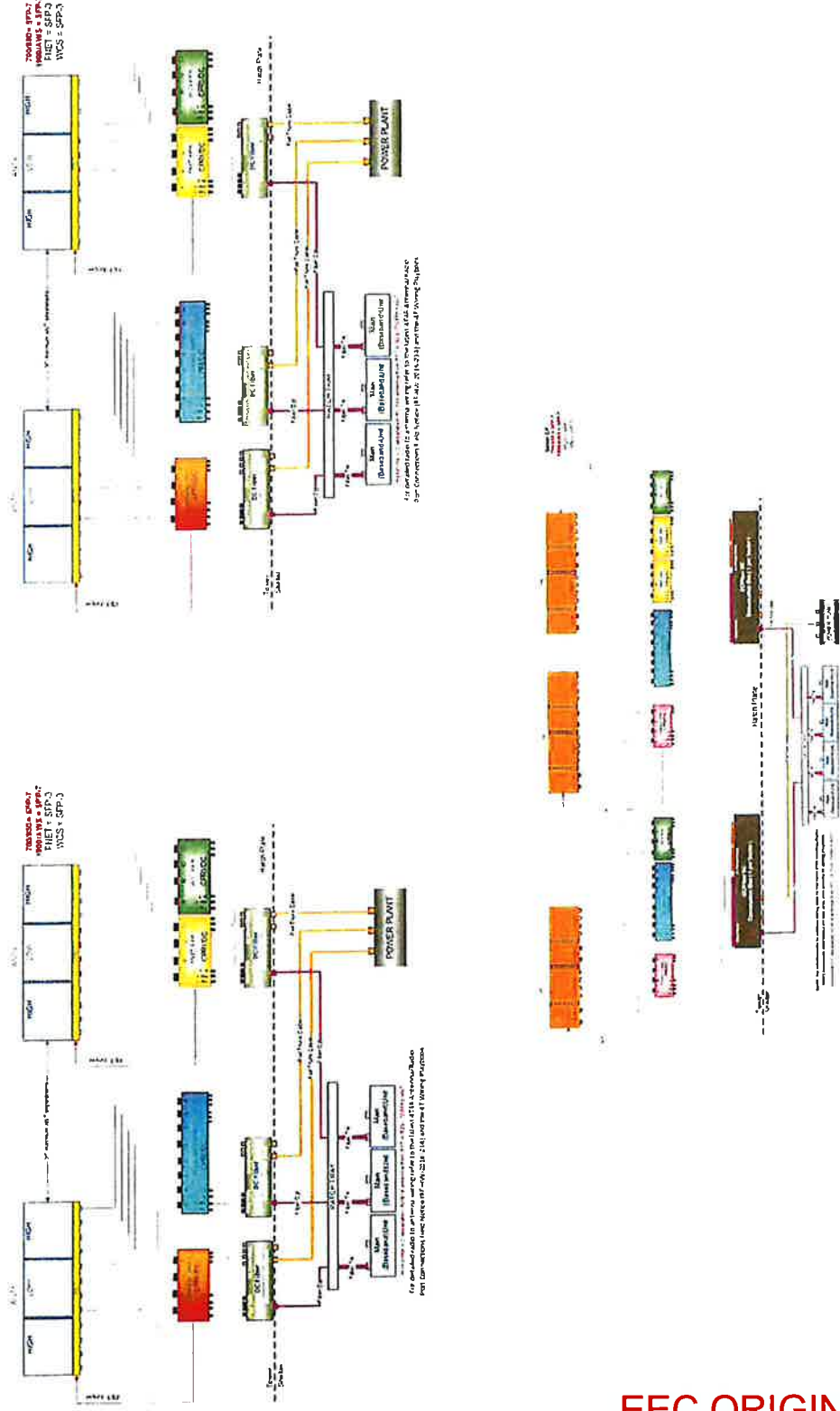
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION AND SHALL BE A LEASE EXHIBIT FOR THE STATE OF CALIFORNIA.

PA # 10068894
SITE # 10068894
BEN HUI SE
SITE ADDRESS:
TED KIFF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
PLUMBING
DIAGRAM

SHEET NUMBER
LE-4



SCALE - N.T.S. PLUMBING DIAGRAM

EEC ORIGINAL PKG

PC ORIGINAL PKG

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Exhibit B

General Terms and Conditions

Section 1. ENGINEERING REQUIREMENTS; PERMITS.

A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.

B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

health, environmental or communication permits or licenses required to perform any work on Licensee's Tower and/or Facilities.

Section 2. NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of the Licensor's operations and communications, and the safety of Licensor's personnel, property and the public are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all work by Licensee and the presence of Licensee on Licensor's Property, the safety standards set forth in this Agreement will be strictly adhered to by Licensee.

A. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

C. **Advance Notification Requirements.**

(i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

(ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.

(iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this **Exhibit B**, and (c) Licensor has provided Licensee written authorization to commence work.

D. **Inspections.** If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

Licensee's Tower and Facilities only upon the prior authorization from and under the direction of Licensor. Licensee represents and warrants that its use of UAS on Licensor's Property will comply with Licensor's then-current UAS policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

E. **Flagging Services.**

(i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.

(ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion

(ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

(iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

F. **Safety Standards.**

(i) Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Tower and Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards, found at the link below, to each of its employees before they enter Licensor's property:

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

(i) Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this **Exhibit B**.

(iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.

I. **Supervision**. The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.

J. **Suspension of Work**. If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

K. **Removal of Debris**. The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.

L. **Explosives**. The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.

M. **Protection of Subsurface Facilities on Licensor's Property**. Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

(e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution / supply lines, and sewer pipes and lines). Protection of such facilities is of extreme importance since any break in or damage to the facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks. In addition to the notifications required under the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" in Section of this **Exhibit B**, prior to the performance of any work on Licensor's property, Licensee shall (i) comply with all one-call and local and state requirements for subsurface detection, and (ii) exercise due diligence in an effort to determine from the Licensor and all appropriate utilities, telecommunications companies, etc., if such facilities are present, and (iii) telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Licensor's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Licensor's property until all such protection or relocation has been completed.

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

Section 3. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Licensor's property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of

Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Tower and Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Tower and Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING SERVICES" Section of this **Exhibit B**, Licensor, in its sole and absolute discretion, shall determine if any Flagging Services are required. In the event Licensor requires such Flagging Services, such services will be at the sole cost and expense of Licensee. For any Flagging Services performed by Licensor, Licensor will submit itemized invoices to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 4. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and/or Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Site Name: Ben Hulse
CitySwitch Site: CAC009
UP Audit Number: #####

Prepared by, and after recording

Return to:

CitySwitch II, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 3rd day of May, 2022, by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Tower Construction Agreement ("License") on the 3rd day of May, 2022, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

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SIGNATURES BEGIN ON NEXT PAGE]

EEC ORIGINAL PKG
PC ORIGINAL PKG

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II,-A LLC

BY: Chris Doble

BY: Robert Raville

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022, before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022.

Catherine Habel



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

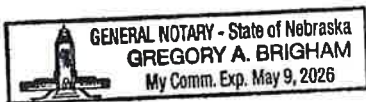
STATE OF Nebraska)
) ss.:
COUNTY OF DeWatrie)

On this 3rd day of May, 2022, before me personally appeared Chris D. Goble known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3rd day of May, 2022.

G.A. Brigham
Notary Public

My Commission Expires:



May 9, 2026

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description
when available.

**ATTACHMENT "H"-
ALUC PACKAGE**

PC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

TO: Chairman Mike Goodsell
Vice-Chairman Jenell Guerrero
Commissioner Dennis Logue
Commissioner Sylvia Chavez
Commissioner Jerry Arguelles

FROM: Jim Minnick, Secretary
Planning & Development Services Director

SUBJECT: Public Hearing for the consideration of a proposed 155-foot monopole tower with a 10'0" lighting rod for a total height of 165'-0" (Conditional Use Permit #23-0009 & V #23-0003) located at 5395 E Hwy 78, Brawley (APN 039-310-019; Latitude 32° 59' 53.2068"N – Longitude 115° 4' 17.595"W) to determine Consistency with the Airport Land Use Compatibility Plan (ALUCP). [Luis Valenzuela, Planner I] (ALUC 04-23)

DATE OF REPORT: July 19, 2023

AGENDA ITEM NO: 2

HEARING DATE: July 19, 2023

HEARING TIME: 6:00 p.m.

HEARING LOCATION: County Administration Center
Board of Supervisors Chambers
940 Main Street
El Centro, CA 92243

STAFF RECOMMENDATION

It is Staff's recommendation that the Airport Land Use Commission finds the proposed 155-foot monopole tower with a 10'-0" lightning rod for a total height of 165'-0", located at 5395 E Hwy 78, Brawley, CA 92227 to be consistent with the 1996 Airport Land Use Compatibility Plan.

SECRETARY'S REPORT

Project Location:

The proposed 155' monopole tower with a 10'-10" lightning rod for a total height of 165'-0" will be located at 5395 E Hwy 78, Brawley, CA 92227. The property is identified as Assessor's Parcel Number (APN) 039-310-019-000 and is further described as POR SBE 872-13-6A-5 & -7-1 OF TR 37 & SEC 34 13-18 39.34AC Latitude 32° 59' 53.2068"N – Longitude 115° 4' 17.595"W.

Project Description:

The applicant, Cityswitch, is proposing to install a 155-foot, monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20' lease parcel in 5395 E Hwy 78, Brawley, CA 92227 fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The project requires a Conditional Use Permit (#23-0009) for the monopole tower and a Variance (#23-0003) to exceed the 100-foot height limitation for the Recreation/Open Space (S-2) zoned area by 65 feet.

The proposed facility is designed to house the equipment necessary to provide Union Pacific and AT&T's critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Brawley, Imperial County, and surrounding areas, including wireless telephone service, voice paging, messaging, and wireless internet and broadband data transmission. All registered wireless providers' technology operates at various radio frequency bands allocated by the Federal Communications Commission (FCC) as part of their license.

After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. Access will be provided via an easement with the proposed access entry point off Ben Hulse Hwy. The only utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system, which is connected to a main switch station. The system alerts personnel of any equipment malfunction or breach of security. Additionally, there will be no impacts on County's water and sanitation (sewer) utilities as they will not be used at the site.

In accordance with Federal Communications Commission (FCC) regulations, the proposed wireless telecommunications facility will be designed and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch will comply with all Federal Communications Commission (FCC) and Federal

Aviation Agency (FAA) rules and regulations regarding construction requirements and technical standards. The proposed wireless communication facility's Radio Frequency (RF) emissions will comply with the Federal Communications Commission's (FCC) Radio Frequency emission standards. Additionally, the proposed wireless communication facility will comply with the Federal Aviation Agency's (FAA) height, lighting, and marking requirements.

General Plan/ALUCP Analysis:

The proposed monopole tower is located within vacant parcel owned by the Union Pacific Railroad Company and is not located near any County Public Airport or airstrip. The nearest airport is the Holtville Airport located approximately sixteen (16) miles west of the project site.

The project site is zoned as S-2 (Recreation/Open Space) on BLM lands per zoning map #70 of the Imperial County Land Use Ordinance.

The Airport Land Use Compatibility Plan (ALUCP), Chapter 2, Policies, Section 2.3, provides "Types of Actions Reviewed" by the Commission, which shall include:

"Any request for variance from a local agency's height limitation ordinance; and any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities" (Section 2.3.3(c)(h), pg. 2-3 & 2-4)

The proposed variance (V#23-0003) and conditional use permit (CUP23-0009) has been submitted for the Airport Land Use Commission's review and determination of consistency with the 1996 Airport Land Use Compatibility Plan (ALUCP) due to the nature of the application (a 165-foot wireless communication facility).

ATTACHMENTS:

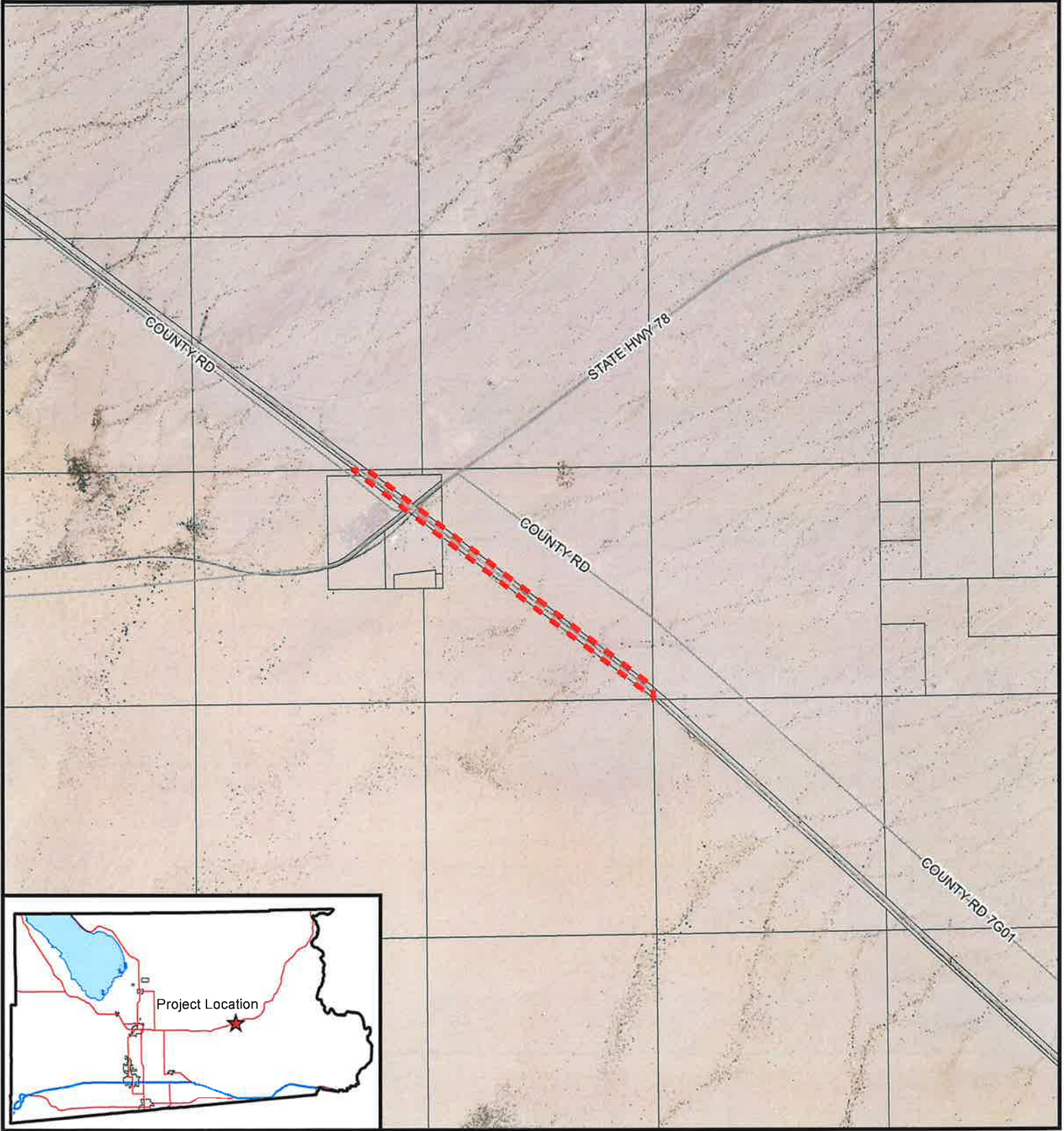
- A. Vicinity Map
- B. ALUCP Map
- C. Assessor Plat Map
- D. Site Plan
- E. Application & Supporting Documents
- F. ALUCP Section

LV/S:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\ALUC\CUP23-0009 ALUC Staff Report.doc

ATTACHMENT A
VICINITY MAP




PC ORIGINAL PKG

PROJECT LOCATION MAP



CITYSWITCH
CUP #23-0009 / IS 23-0009 / V 23-0003
APN 039-310-019-000

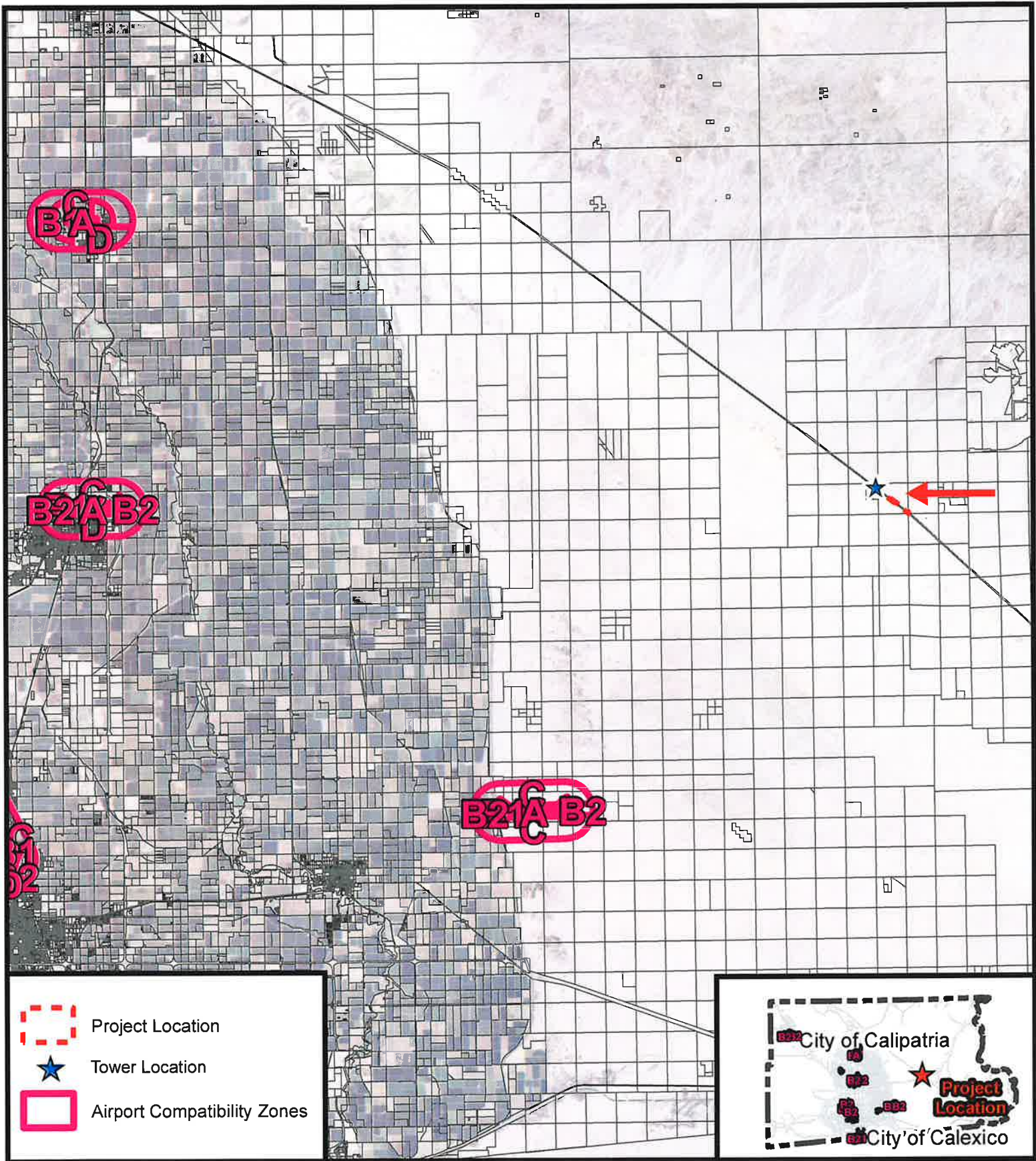
PC ORIGINAL PKG

-  Project Location
-  Centerline
-  Parcels



ATTACHMENT B
ALUCP MAP

PC ORIGINAL PKG



IMPERIAL COUNTY AIRPORT LAND USE COMMISSION

CITYSWITCH

CUP 23-0009 / IS 23-0009 / V 23-0003

APN 039-310-019-000

PC ORIGINAL PKG

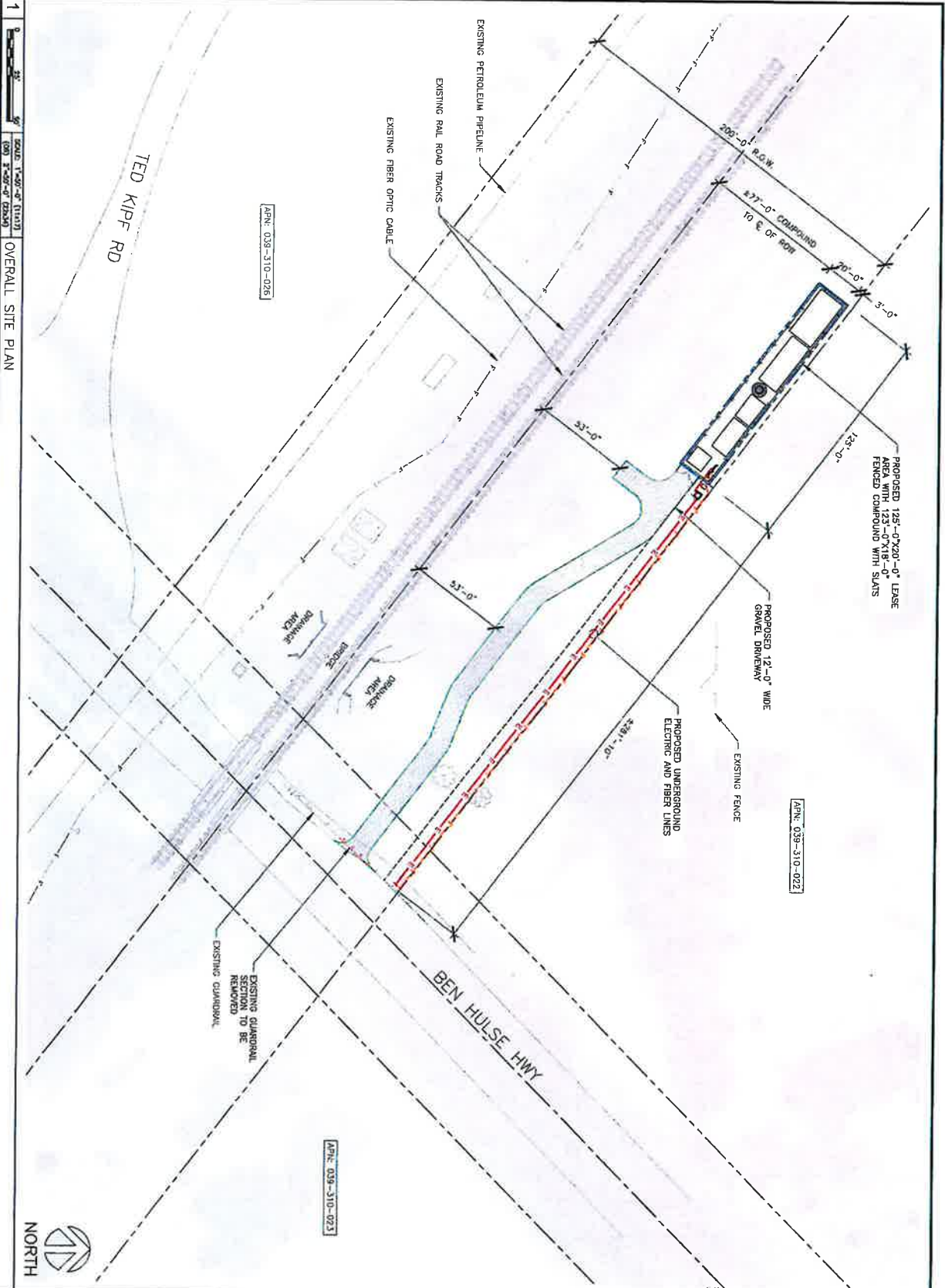


ATTACHMENT C
ASSESSOR PLAT MAP

PC ORIGINAL PKG

ATTACHMENT D
SITE PLAN

PC ORIGINAL PKG



1
SCALE: 1"=50'-0" (1:1500)
(90) 3"=50'-0" (3:1250)
OVERALL SITE PLAN



				404 FOX CLINT WASHINGTON, IL 60010 TEL: 815.377.4200 FAX: 815.377.4200 info@westchestertelecom.com	ZONING DRAWINGS NOT FOR CONSTRUCTION	CHECKED BY: _____ DATE: _____ RSM	REVISIONS: A 03/19/22 ZONING DRAWINGS B 03/29/22 ZONING DRAWINGS C 10/25/22 ZONING DRAWINGS	1. THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.	SITE NAME: BEN HULSE SITE ADDRESS: TED KIPF RD BRAVLEY CA 92227 IMPERIAL COUNTY	SHEET TITLE: OVERALL SITE PLAN SHEET NUMBER: C-1
					NORTH					

PC ORIGINAL PKG

ATTACHMENT E
APPLICATION & SUPPORTING
DOCUMENTS

PC ORIGINAL PKG



RECEIVED

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



**APPLICATION FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE
APPROVAL FOR
THE PROPOSED COMMUNICATION FACILITY AT**

**TED KIPF ROAD
BRAWLEY, CA 92227
APN: 039-310-022**

**CITYSWITCH SITE NAME / # – BEN HULSE CAC009
AT&T SITE NUMBER - 10066994**

Letter of Application

April 3, 2023

Mr. Jim Minnick
Planning & Development Services Director, Imperial County
801 W. Main Street
El Centro, CA 92243

RECEIVED

APR 12 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

RE: Proposed CitySwitch Communications Facility – Ben Hulse CAC009
AT&T Site - 10066994
Ted Kipf Road
APN 039-310-022
Brawley, CA 92227

Dear Mr. Minnick:

LCC Telecom Services and Sherman & Howard L.L.C. represent CitySwitch. CitySwitch has finalized an agreement with the property owners of the site referenced above to develop and construct a Communications Facility that will be available to be used by wireless carriers. The proposed shared use facility is designed to house the equipment necessary to provide clear and uninterrupted wireless telecommunications services to the residents and visitors of Imperial County.

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a 155'-0" tall monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

The proposed Communications Facility is located in an S-2, Open Space/Preservation zone. Pursuant to Section 90519.02(d) of the Code, Communications Facilities are allowed in this district with a Conditional Use Permit approval Communications Facilities exceeding the maximum allowable height are allowed in this district with Variance approval.

On behalf of the applicant CitySwitch, LCC Telecom Services and Sherman & Howard have submitted all required documentation for the proposed tower in accordance with Section 92402.01 of the Code for this application to be deemed complete. Should you have any questions please feel free to contact me. I look forward to working with you during the review and approval process. CitySwitch looks forward to helping provide Imperial County with improved wireless coverage.

Sincerely,



56620959.1

PC 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. 039-310-022	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	ZONING (existing) S-2
7. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway near Ted Kipf Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
9. LEGAL DESCRIPTION <u>See attached lease agreement</u>		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	<u>Proposed 155' monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20' lease parcel.</u>
11. DESCRIBE CURRENT USE OF PROPERTY	<u>Railroad right-of-way</u>
12. DESCRIBE PROPOSED SEWER SYSTEM	<u>N/a</u>
13. DESCRIBE PROPOSED WATER SYSTEM	<u>N/a</u>
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	<u>N/a</u>
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? <u>No permanent employees</u>

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

<u>Michael Bieniek, AICP</u> Print Name	<u>4/11/23</u> Date
 Signature	
<u>Allison R. Burke</u> Print Name	<u>4/11/23</u> 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.
		<input type="checkbox"/> _____
		<input type="checkbox"/> _____

CUP #
23-0009

VARIANCE

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345
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
5. ASSESSOR'S PARCEL NO. 039-310-022	PHONE NUMBER 602-403-8614
6. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227	ZONING (existing) S-2
7. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way
8. LEGAL DESCRIPTION <u>See attached lease agreement</u>	
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) <u>Maximum allowable height in the S-2 district for a communications tower is 100'</u>	
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY : _____ _____	
10. DESCRIBE THE ADJACENT PROPERTY East <u>vacant parcel</u> West <u>vacant parcel</u> North <u>vacant parcel</u> South <u>vacant parcel</u>	

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bieniek AICP 4/11/23
Print Name Date
Michael Bieniek
Signature

Allison R. Burke 4/11/23
Print Name Date
Allison Burke
Signature

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY:	_____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY:	_____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY:	_____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY:	_____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
			<input type="checkbox"/> _____

V

PC ORIGINAL PKG

Site Data Sheet

Applicant: CitySwitch
1900 Century Place NE
Suite 320
Atlanta, GA 30345

Authorized Agent: Michael Bieniek, AICP
LCC Telecom Services
10700 Higgins Road
Suite 240
Rosemont, IL 60018

Allison R. Burke
Sherman & Howard, LLC
675 Fifteenth Street
Suite 2300
Denver, CO 80202

Tower Owner: CitySwitch
1900 Century Place NE
Suite 320
Atlanta, GA 30345

Applicant's Interest in the Property: Leasehold

Property Owner: Union Pacific Railroad
1400 Douglas Street
Omaha, NE 68179

Address of Property: Ted Kipf Road
Brawley, CA 92227

Parcel Number: APN: 039-310-022

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 155'-0" monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and telecommunications equipment to be located within a 125'-0" x 20'-0" ground area.



U.S. TITLE SOLUTIONS

100 Corporate Drive, Suite 305, Lebanon, NJ 08833

Phone (908) 849-3011 Fax (908) 849-7981

www.ustitlesolutions.com

REPORT OF TITLE
Document Research and Retrieval
U.S. Title Solutions File No. UST71004
Reference No. Winterhaven
Site Name: Winterhaven

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Winterhaven, CA 92283

Parcel: 039-310-019-000

County: Imperial

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : April 13, 2022

2. **SCOPE OF SEARCH:** Beginning **January 01, 1908** and extending through **February 28, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.

3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

Southern Pacific Company

5. **SOURCE OF TITLE :**

SBE Map,

Notes: No vesting record was found indexing the Grantee books or searching the BLM website for a patent. The Imperial County Assessor's Office found old SBE maps that included the vesting information for the Southern Pacific Railroad using the corresponding SBE numbers (872-13-6A-5 & 872-13-7-1). For this portion of the railroad property, it has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states, "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy V. Shoup dated May 14, 1926." A transcript or copy of the letter was unable to be found searching Google and the BLM website. Section 8 of the Act of Congress is known as the "Indian Appropriations Act", which declares that Indigenous people were no longer considered members of "sovereign nations" and that the US government could no longer establish treaties with them, essentially taking certain territories without option of treaty. A case of the United States v. Southern Pacific Railroad Company in 1891 states, "The act of congress of March 3, 1871, authorized the Southern Pacific Railroad Company of California...to construct a certain line of railroad, and granted it certain lands." Supporting documentation has been provided for reference.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS :**

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - I

Parcel ID : 039-310-019-000
Tax Year : 2022
Status : Not Verified
Note : Tax Info not found online.

7. **THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO**

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

No specific property description found of record. Please see Assessors Map and Property Detail Report descriptions.

Please also note: Southern Pacific Company, pertaining to railroad property, has also gone by Southern Pacific Railroad Company and Southern Pacific Transportation Company. All of these names were run from the start date in the first index book for Imperial County to present. Around 200 documents were examined, but only the provided documents applied to the subject property.

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

4.1 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** January 30, 2014, in Instrument No: 2014001714.

Notes: *FOR REFERENCE - Neighboring properties 039-310-026 & 028 included

4.2 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** August 23, 2013, in Instrument No: 2013019494.

Notes: *FOR REFERENCE - Neighboring properties 039-310-026 & 028 included

5. OTHER RECORDED DOCUMENTS

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - III

5.1 Record of Survey **Recorded** December 28, 2017, in Book 23, Page 7.

Notes: Shows portion of the subject property

5.2 Certificate of Agreement of Merger between Southern Pacific Company and Southern Pacific Transportation Company, **Recorded** December 09, 1969, in Book 1286, Page 821.

6. OTHER UNRECORDED DOCUMENTS

6.1 Property Detail Report

6.2 SBE Map

Notes: No vesting record was found indexing the Grantee books or searching the BLM website for a patent. The Imperial County Assessor's Office found old SBE maps that included the vesting information for the Southern Pacific Railroad using the corresponding SBE numbers (872-13-6A-5 & 872-13-7-1). For this portion of the railroad property, it has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states, "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy V. Shoup dated May 14, 1926." A transcript or copy of the letter was unable to be found searching Google and the BLM website. Section 8 of the Act of Congress is known as the "Indian Appropriations Act", which declares that Indigenous people were no longer considered members of "sovereign nations" and that the US government could no longer establish treaties with them, essentially taking certain territories without option of treaty. A case of the United States v. Southern Pacific Railroad Company in 1891 states, "The act of congress of March 3, 1871, authorized the Southern Pacific Railroad Company of California...to construct a certain line of railroad, and granted it certain lands." Supporting documentation has been provided for reference.

6.3 Assessor's Map

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1 : None found within period searched.

Property Detail Report

CA

APN: 039-310-019-000

Imperial County Data as of: 12/29/2021

Owner Information

Owner Name: Southern Pacific Co
Vesting: Corporation
Mailing Address:

Location Information

Legal Description: Per Sbe 87213-6A-5 & 7-1-01 Tr 37 & Sec 34 13-18 39.34Ac
APN: 039-310-019-000
Munic / Township: Alternate APN: 0393101901
Subdivision: Tract #: 37
Neighborhood: School District: San Pasqual Valley Unified
Elementary School: Middle School: San Pasqual Middle
Latitude: 32.99305 Longitude: -115.06406

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:
Buyer Name:
Seller Name:

Price:
Transfer Doc #:
Deed Type:

Occupancy: Unknown
County: Imperial, CA
Census Tract / Block:
Legal Lot / Block:
Legal Book / Page:
High School: San Pasqual Valley..

Last Market Sale

Sale / Rec Date:
Multi / Split Sale:
1st Mfg Amt / Type:
2nd Mfg Amt / Type:
Seller Name:
Lender:

Sale Price / Type:
Price / Sq. Ft.:
1st Mfg Rate / Type:
2nd Mfg Rate / Type:

Deed Type:
New Construction:
1st Mfg Doc #:
Sale Doc #:

Prior Sale Information

Sale / Rec Date:
1st Mfg Amt / Type:
Prior Lender:

Sale Price / Type:
1st Mfg Rate / Type:

Prior Deed Type:
Prior Sale Doc #:

Property Characteristics

Gross Living Area:
Living Area:
Total Adj. Area:
Above Grade:
Basement Area:
Style:
Foundation:
Quality:
Condition:

Total Rooms:
Bedrooms:
Baths (F / H):
Pool:
Fireplace:
Cooling:
Heating:
Exterior Wall:
Construction Type:

Year Built / E/I:
Stories:
Parking Type:
Garage #:
Garage Area:
Porch Type:
Patio Type:
Roof Type:
Roof Material:

Site Information

Land Use: Public School
State Use: 604 - Schools
County Use:
Site Influence: A
Flood Zone Code: Imperial County
Community Name:

Lot Area: 1,705,374 Sq. Ft.
Lot Width / Depth:
Usable Lot:
Acres: 39.15
Flood Map #:
Flood Panel #:
1475C
0602301475C

Zoning:
of Buildings:
Res / Comm Units:
Water / Sewer Type:
Flood Map Date: 09/26/2008
Inside SFHA: True

Tax Information

Assessed Year: 2021
Tax Year: 94-002
Tax Area:
Property Tax:
Exemption:

Assessed Value:
Land Value:
Improvement Value:
Improved %:
Delinquent Year:

Market Total Value:
Market Land Value:
Market Impov Value:
Market Imprv %:

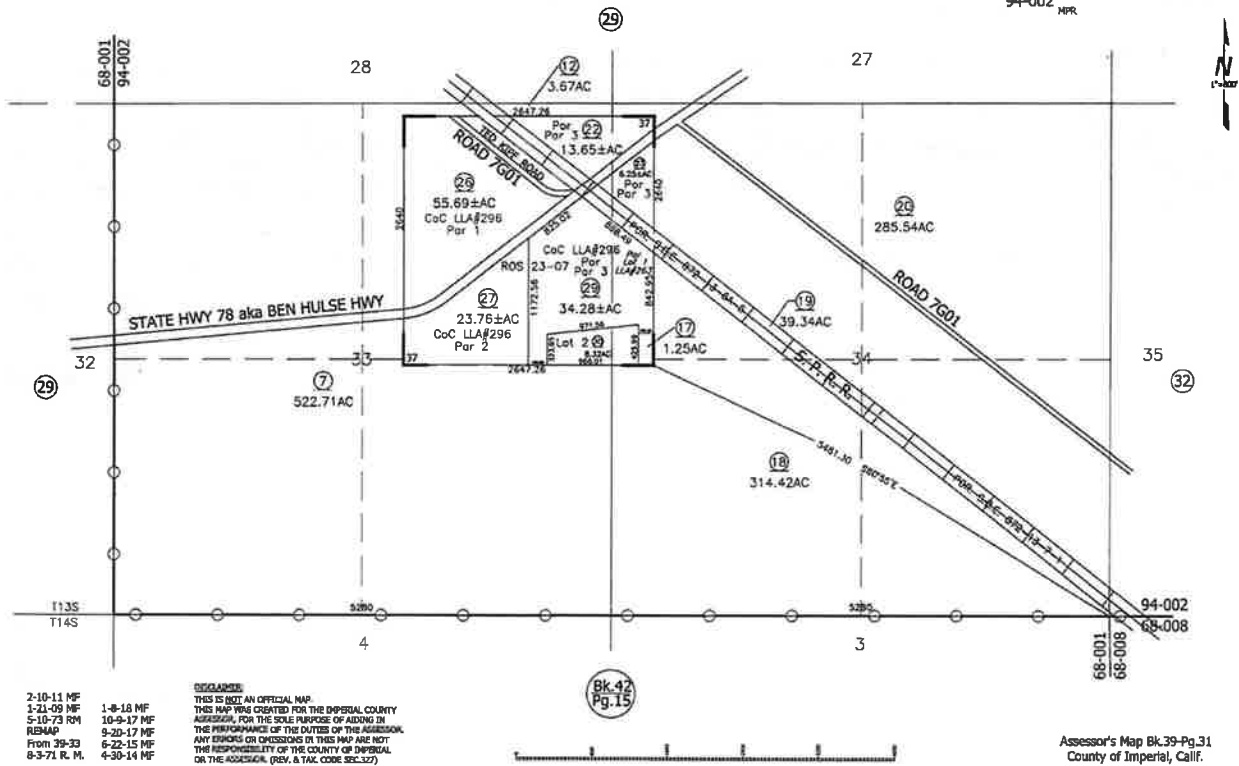


PC ORIGINAL PKG

TRACT 37 & SEC. 33 & 34 T13S, R18E

Tax Area Code
94-002
MPR

39-31



2-10-11 MF
1-21-09 MF
5-10-73 RM
REMAP
FROM 39-33
8-3-71 R. M.

DISCLAIMER
THIS IS NOT AN OFFICIAL MAP
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR, FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR, (REV. & TAX CODE SEC.327)

Assessor's Map Bk.39-Pg.31
County of Imperial, Calif.

PC ORIGINAL PKG

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, done by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A strip of land 100 feet wide across the west end of Tract 90 in Township 14 South, Range 18 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 8640.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running North and South along the westerly line of said Tract 90, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD and and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Irving H. Shaw (Seal)
Virginia Shaw (Seal)
Orville H. Shaw (Seal)
Estelle Shaw (Seal)

L.R.S. (1.00 CBS 7/24/28

State of California }
County of Imperial } ss

On this 14th day of July in the year nineteen hundred and 28, before me, Elmer Smith, a Notary Public in and for said County of Imperial, State of California, residing therein, duly commissioned and sworn, personally appeared Irving H. Shaw & Virginia Shaw, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Elmer Smith Notary Public in and for the
County of Imperial, State of California.

(NOTARIAL SEAL)

State of California }
County of Los Angeles } ss

On this 24th day of July, A. D. 1928, before me, C. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Orville H. Shaw and Estelle Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

C. S. Champion Notary Public in and for
said County and State.

(NOTARIAL SEAL)

Recorded at Request of Pioneer Title Insurance Company, Aug 1 1928, at

50 min past 9 A. M., in Book 2 Page 801 of Official Records, Imperial County Records.

Bird E. Hobay County Recorder

Fees \$1.20

By D. Cole, Deputy

ETHEL SHAW ET CON

TO

IMPER CALIFORNIA RAILWAY COMPANY

11407

THIS INSTRUMENT, Made this 9th day of July, 1923, between ETHEL SHAW and O. H. SHAW, her husband, both of Melville, Imperial County, California, parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows: to-wit:

A strip of land 100 feet wide across Tract 74 Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 1200.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south through the middle of said Tract 74, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 2.000 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and remainder, rents and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

E. H. S. \$1.00 Cancelled CM 7/24/23

Ethel Shaw (Seal)

Form Correct

O. H. Shaw (Seal)

M. W. Singer, Contract Attorney

Form Approved: 2-26-25 Wm. F. Iovrin,

Vice Pres. & Chief Counsel M.

State of California

County of Los Angeles

On this 9th day of July, A.D. 1923, before me, O. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ethel Shaw and O. H. Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me

FIRST That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.

SECOND That second party shall construct suitable waste ditch with house and drop box on premises of first party immediately east of the easterly line of the premises herein conveyed; said ditch and boxes to be maintained by the first party.

THIRD That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Fred W. Thatcher (S&L)

Robert E. Thatcher (S&L)

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.

On this 10th day of July in the year nineteen hundred and twenty-three A.D. before us Frances A. Kearney a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Thatcher and Robert E. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(NOTARIAL SEAL)

Frances A. Kearney, Notary Public in and for
Los Angeles County, State of California
My Commission Expires August 18, 1928.

Recorded at request of The Peoples Abstract & Title Company Sept 20, 1923 at 6
Mts Post 9 A.M. in Book 2 Page 384 of OFFICIAL RECORDS Imperial County Records.
Fees, \$1.20

Bird K. Hobby, County Recorder
By L. M. Martin, Deputy

In said County the day and year in this certificate first above written.
(NOMINAL SEAL)

Peter J. Roberts Notary Public in and for
Imperial County, State of California.

Recorded at request of THE TRUSTS ABSTRACT & TITLE COMPANY Aug 16 1928
at 1 min past 9 A.M. in Book 10, Page 187 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

EDD H. HONEY, County Recorder.
By M. Anderson, Deputy.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ellen Hoover Hubbard, do hereby certify and declare that a certain
Mortgage, bearing date the 12th day of July 1928, made and executed by Myron B. Witter
and M. Nibel Witter, his wife, Mortgagees to Ellen Hoover Hubbard, Mortgagee, recorded
in the office of the County Recorder of the County of Imperial, State of California, in
Book 88 of Mortgages, at page 16 on the 12th day of September 1928; together with the
debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 9th day of July
1928,
Ellen Hoover Hubbard (SEAL)

R. Donald Davis
Cora B. Anderson
STATE OF MICHIGAN }
COUNTY OF CALHOUN } ss

On this 9 day of July in the year of our Lord one thousand nine hundred and
twenty three before me, R. Donald Davis a Notary Public in and for said County and
State, personally appeared Ellen Hoover Hubbard known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that she executed the same,
WITNESS my hand and official seal.

(NOMINAL SEAL) R. Donald Davis Notary Public in and for said
Calhoun County, State of Michigan.
My commission expires Aug 28/24.

Recorded at request of THE TRUSTS ABSTRACT & TITLE COMPANY Aug 16 1928 at
1 min past 9 A.M. in Book 10, Page 188 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

EDD H. HONEY, County Recorder.
By M. Anderson, Deputy.

ASSIGNMENT OF MORTGAGE.

(SEAL OF CHATEL)

KNOW ALL MEN BY THESE PRESENTS: That W. E. King and W. B. Hammett the parties of the
first part, for and in consideration of the sum of One Dollar in gold coin of the United
States of America to us in hand paid by G. D. Mullis, Agent, the party of the second
part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain,

railroad subject to part I of the Interstate Commerce Act and engaged in performing a service in connection with transportation by railroad and is, therefore, an "employer" within the meaning of the Railroad Retirement Act. However, since it appears that the principal part of the business of the Inter-California Railway is performed outside of the United States, only such compensation as is earned by individuals rendering service to the Inter-California Railway Company within the United States should be reported to the Board.

In view of the information already furnished by you it will be unnecessary to execute our questionnaire Form LQ-1.

Very truly yours,

Lester P. Schoene
General Counsel

1b RECORDING REQUESTED BY
and RETURN TO:
California System
215 Montgomery Street
San Francisco, California 94104

47 JOHN V. KENNEDY
COUNTY CLERK

1969 DEC 9 AM 11:10
BOOK 1286 PAGE 821

OFFICIAL REC
IN THE COUNTY CLERK'S
4200

State of Delaware



Office of Secretary of State

J. Eugene Bunting, Secretary of State of the State of Delaware,

do hereby certify that the Certificate of Agreement of Merger of the "SOUTHERN PACIFIC COMPANY", merging with and into the "SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth day of November, A.D. 1969, at 6:35 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

In Testimony Whereof, I have hereunto set my hand

and official seal at Dover this second day of December in the year of our Lord one thousand nine hundred and sixty-nine.



Eugene Bunting

Secretary of State

R. H. Caldwell

Acting Secretary of State

will consist of a 155'-0" tall monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" ground area.

After the initial construction, the facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via an easement with the proposed access entry point off 15 to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on Imperial County's utilities such as water and sanitation, as they are not used at the site.

In accordance with FCC regulations, the mobile service facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed communications facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed communications facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, CitySwitch will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC, and the proposed facility will comply with the FCC's RF emission standards. Any height, lighting or marking issues are also subject to the exclusive jurisdiction of the FAA, and the proposed facility will comply with the FAA's requirements for height, lighting, and marking.

LCC Telecom Services and Sherman & Howard, on behalf of CitySwitch, look forward to working with Imperial County to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure improved railroad communications and the best uninterrupted wireless services for Imperial County. This application addresses all applicable standards of Sections 92404.01 and 92405.01 of the Code and satisfies the requirements of those sections.

1. All communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone unless a variance is approved concurrent with a CUP. (For example, if the number of co-locators that a particular facility is designed for is four and the required height is eighty (80) feet, then the allowed height of the facility would be one hundred ten (110) feet and if it is five co-locators, then it would be one hundred twenty (120) feet).

The proposed monopole tower is designed to be 155'-0" with a 10' lightning rod for a total height of 165'-0". The proposed height is the minimum functional height for Union Pacific and AT&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans

2. All communication facilities constructed within three-quarters mile of a scenic corridor (as designated by the Imperial County General Plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.

According to the General Plan, the area is designated as Recreation/Open Space, there is no designation of a scenic corridor in the vicinity. Therefore, this section does not apply.

3. Outside of the three-quarter-mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty (120) feet. A bonus of twenty (20) additional feet per facility, up to a maximum height of three hundred (300) feet, is permissible for operators co-locating on a single facility.

The proposed tower height is 155'-0" and a height variance has been requested as part of this application.

4. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve (12) feet taller than the roof of the building on which it is mounted, unless facility is fully screened and height does not exceed height permitted by applicable zoning code.

The application is for a new communications tower facility and not a rooftop facility. Therefore, this section does not apply.

facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the county.

All spectrum used by both railroad users and wireless providers are solely regulated by the FCC which includes the power densities, therefore, no signals will exceed the current FCC adopted standards for human exposure.

- H. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

All cabling is proposed for the interior of the monopole and will be in accordance with the NEC guidelines. In the event that any future cabling needs to be on the exterior of the tower, a cable tray painted to match the tower will be used.

- I. Painting and Lighting. All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone color. All towers shall be lit with approved lighting as required by the FAA and the Airport Land Use Commissions Standards.

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be 155'-0" with a 10'-0" lightning rod for a total height of 165'-0" which is below the 200' threshold requiring lighting per the FAA. Therefore, no lighting will be provided.

- J. Noise. All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred (100) feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty (50) L dn at the facility site's property lines.

The proposed wireless communications facility does not generate significant noise. The proposed facility will not initially have a back-up generator, therefore there will be no noise generated at the site. There are no residential zone parcels within one hundred (100) feet of the proposed facility. Therefore, no noise attenuation measures will be necessary.

- K. Accessory Structures. Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

The proposed wireless communications facility is an accessory use on the property to the principal use of the railroad. As stated above, this will not preclude the installation of antennas on within the right-of-way.

- P. Lot Size. For purposes of determining whether the installation of a facility complies with county development regulations, including, but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

The proposed tower is going to be located within the railroad right-of-way, therefore the development regulations do not strictly apply to this facility because there is no actual lot size. The proposed tower will be designed to collapse onto itself in the unlikely event of a failure. The surrounding area is desert, so even an unlikely failure will not have an impact.

- Q. Inventory of Existing Sites. Each applicant for a facility shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for facilities, that are either within the jurisdiction of Imperial County or within one mile of the border thereof, including specific information about the location, height and design of each facility. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this ordinance or other organizations seeking to locate facilities within the jurisdiction of Imperial County, provided, however that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

See attached Coverage Plots.

- R. Aesthetics. Towers and antennas shall meet the following requirements:

- a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

The proposed tower will maintain a galvanized steel finish so as to reduce visual obstructiveness.

- b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

CitySwitch will be compliant with all Electronic Industries Association along with any local, state, or federal guidelines relating to the construction and maintenance of the communications facility.

- V. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the county of Imperial according to the provisions of Title 9 for the respective base zone.

Noted, the setbacks are shown on the drawings and the separation distance has been calculated based on the coordinates of the existing tower and the coordinates for the SBA tower shown on the FCC ASR Search website.

- W. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.

CitySwitch, Union Pacific, and AT&T Mobility are private corporations and are not essential service providers.

- X. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in Imperial County have been obtained and shall file a copy of all required franchises with the planning director.

Any required certifications of franchise will be filed with Imperial County as required.

- Y. Public Notice. For purposes of this ordinance, any conditional use permit request, variance request, or appeal of an administratively approved CUP or special use permit shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed for a CUP or variance in the respective base zone, under Title 9, in addition to any notice otherwise required by the planning director.

CitySwitch will comply with any notice obligations for the CUP process, to the extent the public notice is not required by Imperial County.

- Z. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

The only signage displayed on the communications facility site will be that which is required by federal regulations, specifically those signs needed for health and safety reasons.

Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

All communication facilities not specifically exempted from these regulations are subject to one of the two permit processes described below. Both processes include a conditional use permit and may have a concurrent variance. Applications for all permits required pursuant to this division shall be made in writing on a form prescribed by the planning director, and shall be accompanied by plans and data to assure the fullest practical presentation of facts for the permanent record. Such application shall be accompanied by a fee or fees as may be set by the board of supervisors. No part of such fee shall be refundable.

- A. Conditional Use Permit before the planning director. Certain communication facilities may be conditionally approved by the planning director, as described in this subsection.
1. Qualifying Facilities. The following types of communication facilities qualify for a use permit before the planning director:
 - a. Receive-only radio and television antennas and satellite dishes or antennas that do not qualify for exemption under Section 92401.3, including multiple antennas or dishes on a single parcel.
 - b. Amateur radio facilities that do not qualify for exemption under Section 92401.3. When required, a conditional use permit before the planning director shall be granted to amateur radio operators with no fee.
 - c. Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 92401.04 and hold an executed license or lease agreement.
 - d. Co-located communication facilities, regardless of zone, provided they comply with the general requirements in Section 92401.04.

The proposed wireless communications is located within the Union Pacific right-of-way and does not qualify for a CUP before the Planning Director.

2. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as, the following additional findings:
 - a. The facility complies with all applicable Section 92401.04.

The application includes all items required in Section 92401.04 and complies with all requirements in said section.

- a. Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.
- b. Locating antennas or existing structures or towers consistent with the terms of subsections (1) and (2) below.
 - (1) Antennas on existing structures. Any antenna, which is not attached to a tower, may be approved by the planning director as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units, provided:
 - (a) The antenna does not extend more than thirty (30) feet above the highest point of the structure;
 - (b) The antenna complies with all applicable FCC and FAA regulations;
 - (c) The antenna complies with all applicable building codes.
 - (2) Antennas on existing towers. An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
 - (a) A tower which is modified or reconstructed to accommodate to collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
 - (b) Height.
 - (i) An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height, to accommodate the collocation of an additional antenna.
 - (ii) The height change referred to in subsection (b)(i) may only occur one time per communication tower.
 - (iii) The additional height referred to in subsection (c)(i) shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separation.
 - (c) On-site location.
 - (i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty (50) feet of its existing location.
 - (ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
 - (iii) A relocation onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to the base zone.
 - (iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands shall only be permitted when approved by the planning director.

AT&T Mobility is currently located on the existing SBA tower which is approximately 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

- b. Facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio frequency exposure emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to include a RF Environmental Evaluation Report as spelled out in Section 92401.08.

- c. The facility blends in with its existing environment and will not have significant visual impacts.

As stated above, the proposed facility is located within the Union Pacific railroad right-of-way and is located in the desert. The proposed facility will not have a significant visual impact on the surrounding area.

- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.

- 5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is within the Union Pacific Railroad right-of-way and will be designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

Conditional Use Permit Standards

90203.09 Action on a conditional use permit.

An application for a conditional use permit shall be reviewed, and approved, conditionally approved, or denied by the decision-making authority.

The authority may approve or conditionally approve an application only if it finds all of the following:

- A. The proposed use is consistent with the goals and policies of the adopted county general plan;

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of “snow-birds” in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Wireless telephones provide an alternate communication system which has repeatedly proven its effectiveness in emergency situations and is commonly being used by police and fire departments to protect the general public's health, safety, and welfare. All wireless telecommunications facilities are governed by FCC and FAA regulations. As such, all spectrum used to provide a wireless signal are allocated by the FCC which has deemed the signals will not cause any health-related affects.

- F. The proposed use does not violate any other law or ordinance;

The application on behalf of CitySwitch, Union Pacific and AT&T conforms to the applicable regulations of the S-2 zone and the facility is allowable as a conditional use in that zone. The proposed wireless telecommunications facility is also designed to conform to all federal, state and local regulations.

- G. The proposed use is not granting a special privilege.

No special privilege will be granted to CitySwitch, Union Pacific or AT&T by granting the Conditional Use Permit. AT&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

4. That the granting of such variance will not adversely affect the comprehensive general plan.

The granting of such variance will not adversely affect the comprehensive general plan. As previously stated:

Legislative Mandate

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Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

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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.

Alternatives Analysis

For a facility requiring a conditional use permit before the planning commission, an alternatives analysis shall be prepared by or on behalf of the operator, as described below.

- A. **Alternatives to be Considered.** The alternatives analysis shall consider alternative locations and designs for the proposed facility, including those which would not require a conditional use permit. At a minimum, alternatives included in the analysis shall include: (1) co-location at all existing communication facilities whether in the unincorporated area of the county, a city or an adjacent county; (2) lower, more closely spaced communication facilities; and (3) mounting on any existing nonresidential structure within one-half mile of the proposed facility in the unincorporated area of Imperial County. The alternatives analyzed shall be approved by the planning director. For facilities to be located near an incorporated city, the analysis shall also explain why siting within the city is not possible.

Union Pacific and AT&T have considered co-location on existing facilities and deemed that no other tower in the area is appropriate for the following reasons.

(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.

(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.

(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The nearest incorporated city is Holtville, California which is approximately 21 miles west of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

**Sworn Statement of Spencer Gambrell in
Support of New Tower Construction from
AT&T Mobility Services LLC**

Facilities onto the **CitySwitch** Tower as the **SBA** Tower has become a high-cost antenna site structure for AT&T.

5. This sworn statement is made to attest that having its Wireless Facilities remain on the **SBA** Tower, which is the only existing communications support structure in AT&T's search ring, is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated its Wireless Facilities to the **CitySwitch** Tower and, thus, would materially inhibit AT&T from improving and maintaining wireless services.

Co-Location on the SBA Tower is Economically Burdensome.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** Tower. AT&T anticipates future rent increases and costs from **SBA** if it remains co-located at the **SBA** Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the **SBA** Tower.

7. The current rent charged by **SBA** to co-locate on the **SBA** Tower is over **[Five]** times what **CitySwitch** will charge AT&T to co-locate on the **CitySwitch** Tower. Pursuant to the agreement between AT&T and **CitySwitch**, annual rent increases are less than the annual rent increases charged by **SBA**. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the **SBA** Tower versus relocating on the **CitySwitch** Tower is well over **[Six]** million dollars.

8. Since AT&T located on the **SBA** Tower in **[3/3/2005]**, rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since **[3/3/2005]**, which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from **SBA**. Unlike other tower companies, **SBA** has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

AT&T's lease agreement for the **SBA** Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the **SBA** Tower, it must apply to **SBA** which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities.

16. Conversely, AT&T's master tower lease agreement with **CitySwitch** allows AT&T to rent 30,000 square inches of tower space and loading on a **CitySwitch** Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the **CitySwitch** Tower with little to no delay.

Spencer Gambrell



Subscribed and sworn to before me
this 28 day of February, 2023.



Notary Public State of Arkansas
My Commission Expires



Ben Hill
PA #15297867

Carrier Coverage Plots

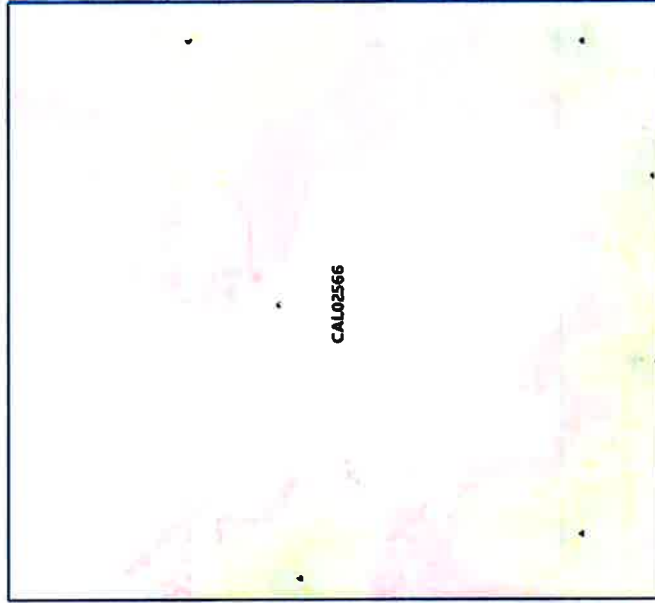
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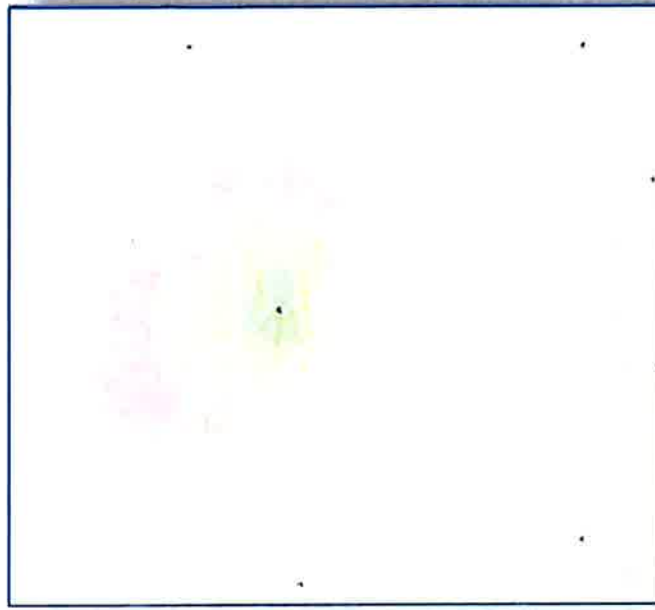
Existing coverage with existing site location



Coverage without site



Existing location coverage only



PC ORIGINAL PKG

FAA Determination Letter

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12867-OE.

Signature Control No: 539124036-551428703

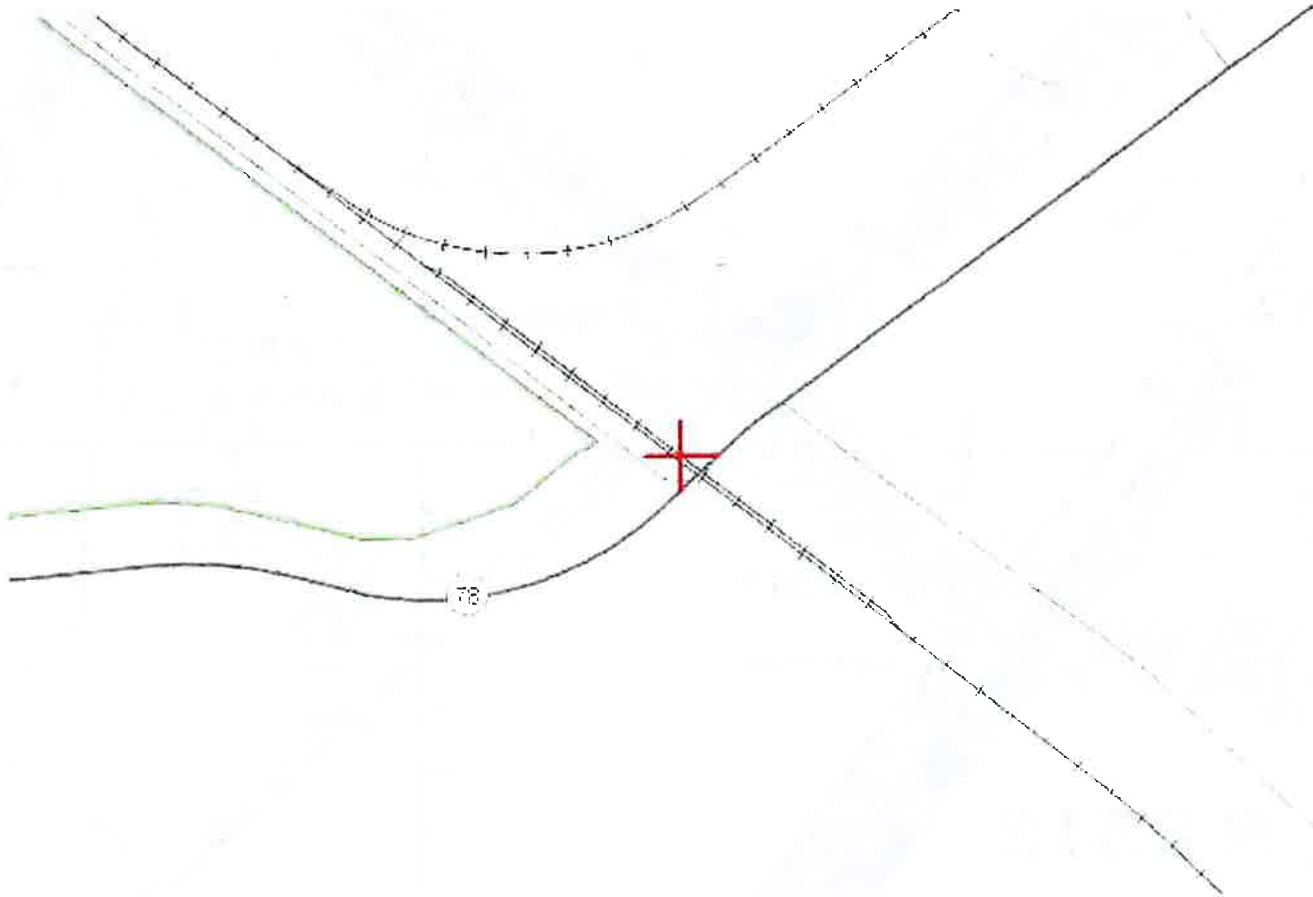
(DNE)

Vivian Vilaro
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

TOPO Map for ASN 2022-AWP-12867-OE



Fall Zone Certification

Site Plan

Lease

Licensor grants to Licensee the right to locate on the Premises, in an area close to the base of the Tower, one (1) concrete slab measuring sixteen (16') feet by twenty-two (22') feet] that will be used to mount the Tower and Facilities installed on the Premises by Licensee. The Facilities will be located within the area further defined on Exhibit "A" of this Agreement. Licensee may install, as part of the Facilities on the Premises all other related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises, subject to the other terms and conditions in this Agreement.

4. PLANS:

Licensee shall submit detailed site plans and technical specifications for the construction of the Tower and Facilities at the Premises to Licensor for Licensor's approval prior to the commencement of construction thereof. Licensor shall not unreasonably withhold, condition or delay such approval. The approved site plans shall be made a part of this Agreement and be attached to the Agreement as Exhibit "A". In the event any modifications to the Tower or Facilities, or any other improvements or installations on the Premises, are desired by Licensee or any approved sublicensees of Licensee, then the plans and technical specifications for such modifications, improvements or installations shall also be subject to Licensor's approval prior to commencement of construction thereof.

5. PERMIT:

Licensee shall have the obligation to apply to the municipality or any other state or federal authority, as may be required, for a permit to construct the Tower and Facilities at any time during the term of this Agreement. Licensee shall prepare, at its sole cost and expense, all site plans (i.e., engineering and architectural documents) which are required pursuant to its application for the foregoing permit.

Licensor agrees to reasonably cooperate with Licensee in its efforts to obtain any necessary permits from the municipality or any other state or federal agency, as the case may be. Licensor further agrees not to unreasonably withhold consent to any such application for and during the term of this Agreement, and further agrees to execute all necessary application forms that may be reasonably required. Licensor shall further appear for testimony before any municipal, state or federal board in the event same is required for approval. Any application so filed, however, shall be at the full cost and expense of Licensee, said cost and expense including, but not being limited to engineering fees, application fees, legal fees and such other costs as may be incidental to the pursuance of any such application.

Licensee shall be responsible for ensuring that all equipment installed by Licensee complies with the applicable rules and regulations of the Federal Communications Commission (hereinafter, the "FCC") and the electrical code and other applicable codes of any other governmental authority having jurisdiction over the Premises or such equipment prior to the installation thereof.

6. COST OF PERMITS:

Licensee shall be responsible for payment of expenses for any and all necessary and/or required municipal permits to construct the Tower and Facilities on the Premises. Licensor agrees that it shall not unreasonably withhold or delay its consent of any such application or permit which may be required. Licensee shall pay any and all fees associated with the approval and/or construction of the Tower and Facilities. Licensor

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved Exhibit "A" as necessary, to reflect such change in the location of Licensee's Tower and Facilities at the Premises.

10. PROTECTION OF FIBER OPTIC CABLE:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees will be in strict compliance with the provisions set forth in "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of the General Terms and Conditions.

In addition to the liability terms contained elsewhere within this Agreement, Licensee shall indemnify and hold Licensor harmless against and from all costs, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses), arising out of or in any way contributed to by any act or omission of Licensee, its contractors, agents and/or employees, that cause or in any way contribute to (a) any damage to or destruction of any fiber optic cable telecommunications system located on the Premises by Licensee, its contractors, agents and/or employees, (b) any injury to or death of any person employed by or on behalf of any fiber optic cable telecommunications company and/or its contractors, agents and/or employees on the Premises, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company or companies.

11. TERMINATION:

In the event that any municipal, state, federal or any other governmental authority prevents Licensee from occupying or operating Licensee's equipment at the Premises, or if in Licensee's reasonably exercised judgment, significant engineering, economic or other developments occur that prevent the economic feasibility of this Agreement, Licensee has the right to terminate this Agreement, upon providing Licensor with six (6) months prior notice and removing Licensee's equipment and restoring the Premises to its original conditions, except for reasonable wear and tear, and removing any underground structures to a depth that is mutually agreeable to the Parties.

The Licensee agrees that upon the expiration or termination of this Agreement or the abandonment of the Premises by the Licensee, the Licensee shall (a) remove from the Premises, at the expense of the Licensee, all structures, property and other materials not belonging to the Licensor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected and/or constructed, including, without limiting the generality of the foregoing the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all of which shall be performed at the Licensee's expense. If the Licensee should fail to perform such removal, the Licensor may perform the work and the Licensee shall reimburse the Licensor for the cost thereof, within thirty (30) days after the bill is rendered. The Licensee's non-use of the Premises for the purposes described in this Agreement continuing for one (1) year shall be sufficient and conclusive evidence of such abandonment, unless the Licensee shall have notified the Licensor in writing of its reasons for such non-use, and shall continue to pay rent as and when due to the Licensor.

12. OWNERSHIP OF TOWER, FACILITIES AND RADIO EQUIPMENT:

16. TERM:

This Agreement shall be for an initial term of ten (10) years, commencing on the date that Licensee starts construction ("Commencement Date"). The License shall automatically renew for three (3) additional term of five (5) years unless terminated under terms herein.

17. INTERFERENCE:

Licensor grants to Licensee the use of the Premises exclusively for the construction and use of the Tower and Facilities for the installation of radio communications equipment. The equipment installed by Licensee or its sublicensees shall transmit only on frequencies licensed for such equipment. Licensee shall be responsible for performing all radiofrequency ("RF") engineering studies to ensure that the placement of radio equipment at the Premises will not cause interference to existing equipment located near the Premises by Licensor or Licensor's Licensees, lessees or vendors, and Licensee shall submit such studies to Licensor for approval prior to installation.

If any radio equipment installed by Licensee causes RF interference with such existing equipment of Licensor or Licensor's Licensees, lessees or vendors, Licensee shall be responsible for eliminating or minimizing to an acceptable degree such RF interference within 48 hours after receipt after written notice of such interference from Licensor to Licensee by, for example, removing, replacing or repositioning the equipment causing such interference (hereinafter, the "Interfering Equipment"). In the event such interference is not eliminated or minimized to an acceptable degree within the aforesaid 48 hour period, Licensee or its client, as the case may be, shall discontinue use of the Interfering Equipment (except for intermittent operation for the purpose of correcting such interference). If said interference is not corrected within thirty (30) days after Licensee's receipt of the aforesaid notice from Licensor, Licensee shall remove the Interfering Equipment within an additional ten (10) day period.

18. INSURANCE:

Licensee and/or its contractors shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability. Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- (b) Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

claims that are due to or caused solely by the negligence or intentional misconduct of Licensor, its affiliates, or the officers, agents, assigns, contractors and employees.

20. ASSIGNMENT:

The Licensee shall not assign this Agreement, or any interest therein, without the written consent of Licensor. Such consent shall not be unreasonably withheld, conditioned, or delayed. No assignment by Licensee shall relieve Licensee of any of its obligations and liabilities assumed hereunder.

Notwithstanding the foregoing, Licensor agrees that Licensee shall have the right to freely assign its rights and obligations hereunder to any parent company, a wholly-owned subsidiary or affiliate of Licensee, an entity in the business of developing or operating telecommunication towers (excluding FCC licensed wireless carriers and existing Tower sublessees) or a purchaser of all or substantially all of Licensee's assets. The issuance of stock by Licensee shall not be deemed to be an assignment under the provisions of this Paragraph.

Subject to the provisions of this Paragraph, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. SUBLEASE AUTHORITY:

Licensor acknowledges that Licensee's intent is to design the Tower and Facilities to accommodate sublicensing in the Premises to FCC licensed wireless carriers. Licensee shall not sublicense in the Premises to FCC licensed wireless carriers, in whole or in part, without Licensor's written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed. Prior to sublicensing to FCC licensed carriers in the Premises, Licensee shall provide to Licensor a copy of the sublicensee's application, construction drawings, sublease agreement and construction schedule. Licensee shall not sublicense the Premises, in whole or in part, to unlicensed wireless carriers or other entities, without Licensor's written consent, which consent shall be in Licensor's sole and absolute discretion. Licensor hereby explicitly reserves the right to condition such consent upon additional financial consideration if the sublease is less than \$1750 per month (or \$1250 per month for DISH Wireless).

22. CASUALTY/CONDEMNATION:

In the event there is a total or partial destruction of the Premises by fire or other casualty (hereinafter, a "Casualty") and the Premises are, in Licensee's judgment, thereby rendered insufficient for Licensee's continued operations thereat and/or restoration thereof would not, in Licensee's reasonable judgment, be economically feasible and/or such restoration could not, in Licensee's reasonable judgment, be accomplished within a period of ninety (90) days from the date of such Casualty, Licensee shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensor. In the event Licensee elects not to terminate this Agreement,

- (a) Licensee shall have the right to restore those portions of the Premises upon which its Tower and Facilities are located and to reconstruct same thereupon at Licensee's sole cost and expense.

27. LICENSOR'S REPRESENTATIONS:

Licensor covenants, represents and agrees it has the full right, power and authority to enter into, execute and deliver this Tower Construction Agreement.

28. SURVIVORSHIP:

This Agreement shall be binding upon and shall inure to the benefit of any respective successors and assigns of Licensor and Licensee, subject to prior restrictions on assignments by Licensee.

Notwithstanding the foregoing, in the event there is any successor to Licensee, Licensee and/or such successor must notify Licensor of such succession within five (5) days after such event.

29. SEVERABILITY:

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

30. NOTICES:

All notices hereunder must be in writing and shall be validly given if sent via Registered or Certified Mail, Return Receipt Requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensor: Union Pacific Railroad Company
 1400 Douglas Street - 0640
 Omaha, Nebraska 68179
 Attn.: Mike Wallman

To Licensee: CitySwitch – II, LLC
 1900 Century Place, Suite 320
 Atlanta, GA 30345
 Attn: Legal

31. AUTHORITY TO SIGN:

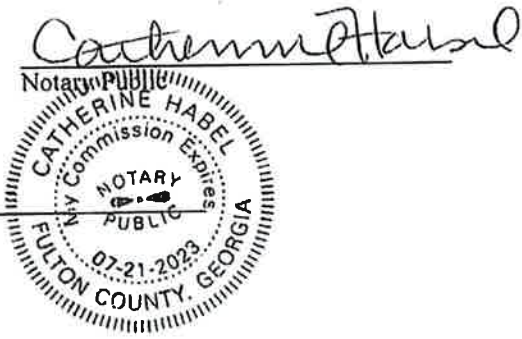
Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2021 before me personally appeared ROB RAVILLE known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2021.



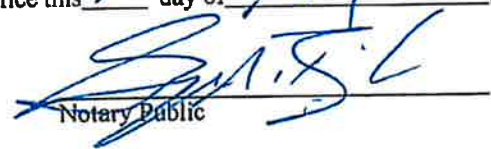
My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

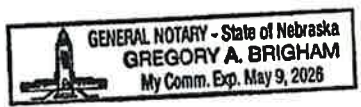
On this 3rd day of May, 2022, Chris D. Gobik before me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3rd day of May, 2022.



My Commission Expires:

May 9, 2026



http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedocs/pdf_up_supplier_safety_req.pdf

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

(i) Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

(e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution / supply lines, and sewer pipes and lines). Protection of such facilities is of extreme importance since any break in or damage to the facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks. In addition to the notifications required under the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" in Section of this Exhibit B, prior to the performance of any work on Licensor's property, Licensee shall (i) comply with all one-call and local and state requirements for subsurface detection, and (ii) exercise due diligence in an effort to determine from the Licensor and all appropriate utilities, telecommunications companies, etc., if such facilities are present, and (iii) telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Licensor's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Licensor's property until all such protection or relocation has been completed.

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

Section 3. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Licensor's property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II,-A LLC

BY: Chris Doble

BY: Robert Ravielle

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description when available.

**ATTACHMENT F
ALUCP SECTION**

PC ORIGINAL PKG

Policies

1. SCOPE OF REVIEW

1. Geographic Area of Concern

The Imperial County Airport Land Use Commission's planning area encompasses:

1. *Airport Vicinity* - All lands on which the uses could be negatively affected by present or future aircraft operations at the following airports in the County and lands on which the uses could negatively affect said airports. The specific limits of the planning area for each airport are depicted on the respective *Compatibility Map* for that airport as presented in Chapter 3.
 - (a) Brawley Municipal Airport.
 - (b) Calexico International Airport.
 - (c) Calipatria Municipal Airport.
 - (d) Holtville Airport.
 - (e) Imperial County Airport.
 - (f) Salton Sea Airport.
 - (g) Naval Air Facility El Centro.

2. *Countywide Impacts on Flight Safety* - Those lands, regardless of their location in the County, on which the uses could adversely affect the safety of flight in the County. The specific uses of concern are identified in Paragraph 2.

3. *New Airports and Heliports* - The site and environs of any proposed new airport or heliport anywhere in the County. The Brawley Pioneers Memorial Hospital has a heliport area on-site.

2. **Types of Airport Impacts**

The Commission is concerned only with the potential impacts related to aircraft noise, land use safety (with respect both to people on the ground and the occupants of aircraft), airspace protection, and aircraft over-flights. Other impacts sometimes created by airports (e.g., air pollution, automobile traffic, etc.) are beyond the scope of this plan. These impacts are within the authority of other local, state, and federal agencies and are addressed within the environmental review procedures for airport development.

3. **Types of Actions Reviewed**

1. *General Plan Consistency Review* - Within 180 days of adoption of the *Airport Land Use Compatibility Plan*, the Commission shall review the general plans and specific plans of affected local jurisdictions to determine their consistency with the Commission's policies. Until such time as (1) the Commission finds that the local general plan or specific plan is consistent with the *Airport Land Use Compatibility Plan*, or (2) the local agency has overruled the Commission's determination of inconsistency, the local jurisdiction shall refer all actions, regulations, and permits (as specified in Paragraph 3) involving the airport area of influence to the Commission for review (Section 21676.5 (a)).

2. *Statutory Requirements* -As required by state law, the following types of actions shall be referred to the Airport Land Use Commission for determination of consistency with the Commission's plan *prior to their approval* by the local jurisdiction:

- (a) The adoption or approval of any amendment to a general or specific plan affecting the Commission's geographic area of concern as indicated in Paragraph 1 (Section 21676 (b)).
- (b) The adoption or approval of a zoning ordinance or building regulation which (1) affects the Commission's geographic area of concern as indicated in Paragraph 1 and (2) involves the types of airport impact concerns listed in Paragraph 2 (Section 21676 (b)).
- (c) Adoption or modification of the master plan for an existing public-use airport (Section 21676 (c)).
- (d) Any proposal for a new airport or heliport whether for public use or private use (Section 21661.5).

3. *Other Project Review* - State law empowers the Commission to review additional types of land use "actions, regulations, and permits" involving a question of airport/land use compatibility if either: (1) the Commission and the local agency agree that these types of individual projects shall be reviewed by the Commission (Section 21676.5 (b)); or (2) the Commission finds that a local agency has not revised its general plan or specific plan or overruled the Commission and the Commission requires that the individual projects be submitted for review (Section 21676.5 (a)). For the purposes of this plan, the specific types of "actions, regulations, and permits" which the Commission shall review include:

- a) Any proposed expansion of a city's sphere of influence within an airport's planning area.
- b) Any proposed residential planned unit development consisting of five or more dwelling units within an airport's planning area.
- c) Any request for variance from a local agency's height limitation ordinance.
- d) Any proposal for construction or alteration of a structure (including antennas) taller than 150 feet above the ground anywhere within the County.

- e) Any major capital improvements (e.g., water, sewer, or roads) that would promote urban development.
- f) Proposed land acquisition by a government entity (especially, acquisition of a school site).
- g) Building permit applications for projects having a valuation greater than \$500,000.
- h) Any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities.

4. Review Process

1. *Timing of Project Submittal* - Proposed actions listed in Paragraph 3.1 must be submitted to the Commission for review prior to approval by the local government entity. All projects shall be referred to the Commission at the earliest reasonable point in time so that the Commission's review can be duly considered by the local jurisdiction prior to formalizing its actions. At the local government's discretion, submittal of a project for Airport Land Use Commission review can be done before, after, or concurrently with review by the local planning commission or other local advisory bodies.
2. *Commission Action Choices* - When reviewing a land use project proposal, the Airport Land Use Commission has a choice of either of two actions: (1) find the project *consistent* with the *Airport Land Use Compatibility Plan*; or, (2) find the project *inconsistent* with the Plan. In making a finding of inconsistency, the Commission may note the conditions under which the project would be consistent with the Plan. The Commission cannot, however, find a project consistent with the Plan subject to the inclusion of certain conditions in the project.

Table 2A
Compatibility Criteria

Imperial County Airport Land Use Compatibility Plan

Zone	Location	Impact Elements	Maximum Densities		Required Open Land ²
			Residential (dw/ac) ¹	Other Uses (people/ac) ²	
A	Runway Protection Zone or within Building Restriction Line	<ul style="list-style-type: none"> High risk High noise levels 	0	10	All Remaining
B1	Approach/Departure Zone and Adjacent to Runway	<ul style="list-style-type: none"> Substantial risk - aircraft commonly below 400 ft. AGL or within 1,000 ft. of runway Substantial noise 	0.1	100	30%
B2	Extended Approach/Departure Zone	<ul style="list-style-type: none"> Significant risk - aircraft commonly below 800 ft. AGL Significant noise 	1	100	30%
C	Common Traffic Pattern	<ul style="list-style-type: none"> Limited risk - aircraft at or below 1,000 ft. AGL Frequent noise intrusion 	8	200	15%
D	Other Airport Environs	<ul style="list-style-type: none"> Negligible risk Potential for annoyance from overflights 	No Limit	No Limit	No Requirement

Zone	Additional Criteria		Examples	
	Prohibited Uses	Other Development Conditions	Normally Acceptable Uses	Uses Not Normally Acceptable
A	<ul style="list-style-type: none"> All structures except ones with location set by aeronautical function Assemblages of people Objects exceeding FAR Part 77 height limits Hazards to flight⁶ 	<ul style="list-style-type: none"> Dedication of aviation easement 	<ul style="list-style-type: none"> Aircraft tiedown apron Pastures, field crops, vineyards Automobile parking 	<ul style="list-style-type: none"> Heavy poles, signs, large trees, etc.
B1 and B2	<ul style="list-style-type: none"> Schools, day care centers, libraries Hospitals, nursing homes Highly noise-sensitive uses Above ground storage Storage of highly flammable materials Hazards to flight⁶ 	<ul style="list-style-type: none"> Locate structures maximum distance from extended runway centerline Minimum NLR⁷ of 25 dBA in residential and office buildings Dedication of aviation easement 	<ul style="list-style-type: none"> Uses in Zone A Any agricultural use except ones attracting bird flocks Warehousing, truck terminals Single-story offices 	<ul style="list-style-type: none"> Residential subdivisions Intensive retail uses Intensive manufacturing or food processing uses Multiple story offices Hotels and motels
C	<ul style="list-style-type: none"> Schools Hospitals, nursing homes Hazards to flight⁶ 	<ul style="list-style-type: none"> Dedication of overflight easement for residential uses 	<ul style="list-style-type: none"> Uses in Zone B Parks, playgrounds Low-intensity retail, offices, etc. Low-intensity manufacturing, food processing Two-story motels 	<ul style="list-style-type: none"> Large shopping malls Theaters, auditoriums Large sports stadiums Hi-rise office buildings
D	<ul style="list-style-type: none"> Hazards to flight⁶ 	<ul style="list-style-type: none"> Deed notice required for residential development 	<ul style="list-style-type: none"> All except ones hazardous to flight 	

Table 2A Continued
Compatibility Criteria

Imperial County Airport Land Use Compatibility Plan

NOTES

- 1 Residential development should not contain more than the indicated number of dwelling units per gross acre. Clustering of units is encouraged as a means of meeting the Required Open Land requirements.
- 2 The land use should not attract more than the indicated number of people per acre at any time. This figure should include all individuals who may be on the property (e.g., employees, customers/visitors, etc.). These densities are intended as general planning guidelines to aid in determining the acceptability of proposed land uses.
- 3 See Policy 2.6.
- 4 These uses typically can be designed to meet the density requirements and other development conditions listed.
- 5 These uses typically do not meet the density and other development conditions listed. They should be allowed only if a major community objective is served by their location in this zone and no feasible alternative location exists.
- 6 See Policy 3.4
- 7 NLR = Noise Level Reduction; i.e., the attenuation of sound level from outside to inside provided by the structure.

BASIS FOR COMPATIBILITY ZONE BOUNDARIES

The following general guidelines are used in establishing the Compatibility Zone boundaries for each civilian airport depicted in Chapter 3. Modifications to the boundaries may be made to reflect specific local conditions such as existing roads, property lines, and land uses. Boundaries for NAF El Centro are modified in recognition of the differences between civilian and military aircraft characteristics and flight tracks.

- A The boundary of this zone for each airport is defined by the runway protection zones (formerly called runway clear zones) and the airfield building restriction lines.

Runway protection zone dimensions and locations are set in accordance with Federal Aviation Administration standards for the proposed future runway location, length, width, and approach type as indicated on an approved Airport Layout Plan. If no such plan exists, the existing runway location, length, width, and approach type are used.

The building restriction line location indicated on an approved Airport Layout Plan is used where such plans exist. For airports not having an approved Airport Layout Plan, the zone boundary is set at the following distance laterally from the runway centerline:

Visual runway for small airplanes	370 feet
Visual runway for large airplanes	500 feet
Nonprecision instrument runway for large airplanes	500 feet
Precision instrument runway	750 feet

These distances allow structures up to approximately 35 feet height to remain below the airspace surfaces defined by Federal Aviation Regulations Part 77.

- B1 The outer boundary of the Approach/Departure Zone is defined as the area where aircraft are commonly below 400 feet above ground level (AGL). For visual runways, this location encompasses the base leg of the traffic pattern as commonly flown. For instrument runways, the

altitudes established by approach procedures are used. Zone B1 also includes areas within 1,000 feet laterally from the runway centerline.

- B2 The Extended Approach/Departure Zone includes areas where aircraft are commonly below 800 feet AGL on straight-in approach or straight-out departure. It applies to runways with more than 500 operations per year by large aircraft (over 12,500 pounds maximum gross takeoff weight) and/or runway ends with more than 10,000 total annual takeoffs.

- C The outer boundary of the Common Traffic Pattern Zone is defined as the area where aircraft are commonly below 1,000 feet AGL (i.e., the traffic pattern and pattern entry points). This area is considered to extend 5,000 feet laterally from the runway centerline and from 5,000 to 10,000 feet longitudinally from the end of the runway primary surface. The length depends upon the runway classification (visual versus instrument) and the type and volume of aircraft accommodated. For runways having an established traffic solely on one side, the shape of the zone is modified accordingly.

- D The outer boundary of the Other Airport Environs Zone conforms with the adopted Planning Area for each airport.

sm/Impcrit.

**ATTACHMENT "I" - CUP#23-0009
APPLICATION & SUPPORTING
DOCUMENTS**

PC ORIGINAL PKG

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. APPLICANT'S NAME Michael Bieniek, AICP / Allison R. Burke (Agents)	EMAIL ADDRESS mbieniek@icctelecom.com / aburke@shermanhoward.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 10700 W. Higgins, Ste 240, Rosemont, IL / 675 15th Ste 2300 Denver, CO	ZIP CODE 60018 / 80202	PHONE NUMBER 847-287-1156 / 303-299-8045
4. ENGINEER'S NAME Westchester Services, LLC - Glen L Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
5. MAILING ADDRESS (Street / P O Box, City, State) 3470 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
6. ASSESSOR'S PARCEL NO. 039-310-022	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	ZONING (existing) S-2
7. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway near Ted Kipf Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
9. LEGAL DESCRIPTION <u>See attached lease agreement</u>		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	<u>Proposed 155' monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20' lease parcel.</u>
11. DESCRIBE CURRENT USE OF PROPERTY	<u>Railroad right-of-way</u>
12. DESCRIBE PROPOSED SEWER SYSTEM	<u>N/a</u>
13. DESCRIBE PROPOSED WATER SYSTEM	<u>N/a</u>
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	<u>N/a</u>
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? <u>No permanent employees</u>

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bieniek, AICP 4/11/23
Print Name Date
[Signature]
Signature
Allison R. Burke 4/11/23
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
	DATE _____	<input type="checkbox"/> _____

CUP #
23-0009

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VARIANCE

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 039-310-022	ZONING (existing) S-2	
6. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227	SIZE OF PROPERTY (In acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
8. LEGAL DESCRIPTION <u>See attached lease agreement</u>		

8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the S-2 district for a communications tower is 100'

9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :

10. DESCRIBE THE ADJACENT PROPERTY

East	<u>vacant parcel</u>
West	<u>vacant parcel</u>
North	<u>vacant parcel</u>
South	<u>vacant parcel</u>

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bieniek AICP 4/11/23
Print Name Date
[Signature]
Signature

Allison R. Burke 4/11/23
Print Name Date
[Signature]
Signature

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY:	_____	DATE	_____	REVIEW / APPROVAL BY OTHER DEPT'S required. <input type="checkbox"/> P. W. <input type="checkbox"/> E. H. S. <input type="checkbox"/> A. P. C. D. <input type="checkbox"/> O. E. S. <input type="checkbox"/> _____ <input type="checkbox"/> _____
APPLICATION DEEMED COMPLETE BY:	_____	DATE	_____	
APPLICATION REJECTED BY:	_____	DATE	_____	
TENTATIVE HEARING BY:	_____	DATE	_____	
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	_____	DATE	_____	

V #

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PC ORIGINAL PKG



RECEIVED

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



**APPLICATION FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE
APPROVAL FOR
THE PROPOSED COMMUNICATION FACILITY AT**

**TED KIPF ROAD
BRAWLEY, CA 92227
APN: 039-310-022**

**CITYSWITCH SITE NAME / # – BEN HULSE CAC009
AT&T SITE NUMBER - 10066994**

Table of Contents

1. Letter of Application
2. Application Materials
3. Site Data Sheet
4. Right-of-Way Title
5. Narrative Overview
6. Compliance with Section 92402.01
7. Compliance with Section 92405.01
8. Conditional Use Permit Standards
9. Variance Standards
10. Alternatives Analysis
11. Sworn Statement of AT&T
12. Coverage Plot
13. Fall Zone Certification
14. Site Plan
15. FAA Determination
16. Lease

Letter of Application

April 3, 2023

Mr. Jim Minnick
Planning & Development Services Director, Imperial County
801 W. Main Street
El Centro, CA 92243

RECEIVED

APR 12 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

RE: Proposed CitySwitch Communications Facility – Ben Hulse CAC009
AT&T Site - 10066994
Ted Kipf Road
APN 039-310-022
Brawley, CA 92227

Dear Mr. Minnick:

LCC Telecom Services and Sherman & Howard L.L.C. represent CitySwitch. CitySwitch has finalized an agreement with the property owners of the site referenced above to develop and construct a Communications Facility that will be available to be used by wireless carriers. The proposed shared use facility is designed to house the equipment necessary to provide clear and uninterrupted wireless telecommunications services to the residents and visitors of Imperial County.

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a 155'-0" tall monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

The proposed Communications Facility is located in an S-2, Open Space/Preservation zone. Pursuant to Section 90519.02(d) of the Code, Communications Facilities are allowed in this district with a Conditional Use Permit approval Communications Facilities exceeding the maximum allowable height are allowed in this district with Variance approval.

On behalf of the applicant CitySwitch, LCC Telecom Services and Sherman & Howard have submitted all required documentation for the proposed tower in accordance with Section 92402.01 of the Code for this application to be deemed complete. Should you have any questions please feel free to contact me. I look forward to working with you during the review and approval process. CitySwitch looks forward to helping provide Imperial County with improved wireless coverage.

Sincerely,



56620959.1

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Michael Bieniek, AICP
Zoning Director



Allison R. Burke
Associate

Application Materials

SITE PLAN REQUIREMENTS

PLAN MUST:

- a. Be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted.)
- b. Show name of owner, legal description and Assessor's Parcel Number.
- c. Show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. Show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. Show adjacent property uses and approximate distances to nearest structures.
- f. Indicate name of person preparing site plan.
- g. Show North orientation.
- h. Show sufficient dimensions and information for proper evaluation to be done.

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

SITE PLAN REQUIREMENTS

PLAN MUST:

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- e. show adjacent property uses and approximate distances to nearest structures.
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- 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

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Site Data Sheet

Applicant: CitySwitch
1900 Century Place NE
Suite 320
Atlanta, GA 30345

Authorized Agent: Michael Bieniek, AICP
LCC Telecom Services
10700 Higgins Road
Suite 240
Rosemont, IL 60018

Allison R. Burke
Sherman & Howard, LLC
675 Fifteenth Street
Suite 2300
Denver, CO 80202

Tower Owner: CitySwitch
1900 Century Place NE
Suite 320
Atlanta, GA 30345

Applicant's Interest in the Property: Leasehold

Property Owner: Union Pacific Railroad
1400 Douglas Street
Omaha, NE 68179

Address of Property: Ted Kipf Road
Brawley, CA 92227

Parcel Number: APN: 039-310-022

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 155'-0" monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and telecommunications equipment to be located within a 125'-0" x 20'-0" ground area.

Right-of-Way Title



U.S. TITLE SOLUTIONS

100 Corporate Drive, Suite 305, Lebanon, NJ 08833
Phone (908) 849-3011 Fax (908) 849-7981
www.ustitlesolutions.com

REPORT OF TITLE
Document Research and Retrieval
U.S. Title Solutions File No. UST71004
Reference No. Winterhaven
Site Name: Winterhaven

Prepared For: LCC Telecom Services, LLC -
Premises: TBD, Winterhaven, CA 92283
Parcel: 039-310-019-000
County: Imperial

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : April 13, 2022
2. **SCOPE OF SEARCH**: Beginning **January 01, 1908** and extending through **February 28, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.
3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple
4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

Southern Pacific Company
5. **SOURCE OF TITLE** :

SBE Map,

Notes: No vesting record was found indexing the Grantee books or searching the BLM website for a patent. The Imperial County Assessor's Office found old SBE maps that included the vesting information for the Southern Pacific Railroad using the corresponding SBE numbers (872-13-6A-5 & 872-13-7-1). For this portion of the railroad property, it has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states, "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy V. Shoup dated May 14, 1926." A transcript or copy of the letter was unable to be found searching Google and the BLM website. Section 8 of the Act of Congress is known as the "Indian Appropriations Act", which declares that Indigenous people were no longer considered members of "sovereign nations" and that the US government could no longer establish treaties with them, essentially taking certain territories without option of treaty. A case of the United States v. Southern Pacific Railroad Company in 1891 states, "The act of congress of March 3, 1871, authorized the Southern Pacific Railroad Company of California...to construct a certain line of railroad, and granted it certain lands." Supporting documentation has been provided for reference.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS** :

EEC ORIGINAL PKG

PC ORIGINAL PKG

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

**REPORT OF TITLE
SCHEDULE - I**

Parcel ID : 039-310-019-000
Tax Year : 2022
Status : Not Verified
Note : Tax Info not found online.

7. **THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II
ATTACHED HERETO**

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

No specific property description found of record. Please see Assessors Map and Property Detail Report descriptions.

Please also note: Southern Pacific Company, pertaining to railroad property, has also gone by Southern Pacific Railroad Company and Southern Pacific Transportation Company. All of these names were run from the start date in the first index book for Imperial County to present. Around 200 documents were examined, but only the provided documents applied to the subject property.

EEC ORIGINAL PKG

Page 4 of 7
PC ORIGINAL PKG

REPORT OF TITLE
SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

1. **MORTGAGES, DEEDS OF TRUST AND UCCs**

None found within period searched.

2. **JUDGMENTS AND LIENS**

None found within period searched.

3. **COVENANTS AND RESTRICTIONS**

None found within period searched.

4. **EASEMENTS AND RIGHTS OF WAY**

4.1 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** January 30, 2014, in [Instrument No: 2014001714](#).

Notes: *FOR REFERENCE - Neighboring properties 039-310-026 & 028 included

4.2 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** August 23, 2013, in [Instrument No: 2013019494](#).

Notes: *FOR REFERENCE - Neighboring properties 039-310-026 & 028 included

5. **OTHER RECORDED DOCUMENTS**

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - III

5.1 Record of Survey **Recorded** December 28, 2017, in [Book 23, Page 7.](#)

Notes: Shows portion of the subject property

5.2 Certificate of Agreement of Merger between Southern Pacific Company and Southern Pacific Transportation Company, **Recorded** December 09, 1969, in [Book 1286, Page 821.](#)

6. OTHER UNRECORDED DOCUMENTS

6.1 [Property Detail Report](#)

6.2 [SBE Map](#)

Notes: No vesting record was found indexing the Grantee books or searching the BLM website for a patent. The Imperial County Assessor's Office found old SBE maps that included the vesting information for the Southern Pacific Railroad using the corresponding SBE numbers (872-13-6A-5 & 872-13-7-1). For this portion of the railroad property, it has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states, "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy V. Shoup dated May 14, 1926." A transcript or copy of the letter was unable to be found searching Google and the BLM website. Section 8 of the Act of Congress is known as the "Indian Appropriations Act", which declares that Indigenous people were no longer considered members of "sovereign nations" and that the US government could no longer establish treaties with them, essentially taking certain territories without option of treaty. A case of the United States v. Southern Pacific Railroad Company in 1891 states, "The act of congress of March 3, 1871, authorized the Southern Pacific Railroad Company of California...to construct a certain line of railroad, and granted it certain lands." Supporting documentation has been provided for reference.

6.3 [Assessor's Map](#)

U.S. TITLE SOLUTIONS
File No. UST71004 Reference No. Winterhaven

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1 : None found within period searched.

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Page 7 of 7
PC ORIGINAL PKG

line to the South line thereof, a distance of 2846.0 feet, more or less, lying between the easterly boundary line of the right of way for County Road running north and south along the westerly line of said Tract Elsie [sic] and a line drawn parallel to and 150 feet easterly from said westerly boundary line of the right of way for County Road, containing 6.061 acres more or less, is hereby released from the lien of a certain Mortgage made and executed by R. F. MCGOWAN and LENA DANIEL MCGOWAN, husband and wife, in favor of THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, a corporation, bearing date the 12th day of August, 1918, and recorded in the office of the County Recorder of the County of Imperial, State of California, in Book 55, of Mortgages, at page 137 and following, on the 14th day of October, 1918

IN WITNESS WHEREOF, the said THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA has caused these presents to be executed in its corporate name and under its corporate seal by its duly qualified officers this 28th day of July, 1923.

THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA.
 By W. W. Beckett, Vice President
 and by J. E. MILLER, Asst. Secretary.

(CORPORATE SEAL)

State of California }
 County of Los Angeles }

On this 28th day of July in the year of our Lord, one thousand nine hundred and twenty-three, before me, Pearl E. Crabtree a Notary Public in and for said Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared W. W. Beckett, known to me to be the Vice President, and J. E. MILLER, known to me to be the Asst. Secretary of the Pacific Mutual Life Insurance Company of California, the corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this Certificate first above written.

Pearl E. Crabtree, Notary Public in and for the said County of Los Angeles, State of California.

(NOTARIAL SEAL)

Recorded at request of Pioneer Title Insurance Company, Aug 1 1923. #13
 at 50 216 past S. A. W., in Book 4 Page 100 of Official Records, Imperial County Records, *

Fees \$1.00
 Bird E. Kobay County Recorder
 by D. Cole, Deputy

IRVING H. SHAW ET AL
 TO

INTER-CALIFORNIA RAILWAY COMPANY

1140V

THIS INSTRUMENT, Made this 28th day of July, 1923, between IRVING H. SHAW and VIRGINIA SHAW, his wife, and ORVILLE H. SHAW and ESTELLA SHAW, his wife, the parties of the first part, and INTER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and assign unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A strip of land 100 feet wide across the west end of Street 90 in Township 14 South, Range 18 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 2640.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running North and South along the Westerly line of said Street 90, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD and and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

I.R.S. \$1.00 CMB 7/14/23

Irving H. Shaw (Seal)
Virginia Shaw (Seal)
Orville H. Shaw (Seal)
Estelle Shaw (Seal)

State of California }
County of Imperial } ss

On this 16th day of July in the year nineteen hundred and 23, before me, Melvin Smith, a Notary Public in and for said County of Imperial, State of California, residing therein, duly commissioned and sworn, personally appeared Irving H. Shaw & Virginia Shaw, his wife, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Melvin Smith Notary Public in and for the
County of Imperial, State of California.

(NOTARIAL SEAL)
State of California }
County of Los Angeles } ss

On this 6th day of July, A. D. 1923, before me, O. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Orville H. Shaw and Estelle Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

O. S. Champion Notary Public in and for
said County and State.

(NOTARIAL SEAL)

Recorded at request of Pioneer Title Insurance Company, Aug 1 1923, at

30 min past 9 A. M., in Book 2 Page 101 of Official Records, Imperial County Records.

Fees \$1.00

Wm. F. Harris, County Recorder
By D. Cole, Deputy

ESTELLE SHAW ET OUV

TO

IMPER CALIFORNIA RAILWAY COMPANY

11807

THIS INSTRUMENT, Made this 2th day of July, 1923, between ESTELLE SHAW and O. N. SHAW, her husband, both of Holtville, Imperial County, California, parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows: to-wit:

A strip of land 100 feet wide across Tract 74 Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 1320.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south through the middle of said Tract 74, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 3.000 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto in anywise belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

X.2.3-0.20 Cancelled 008 7/24/23 Estelle Shaw (Seal)
Form Correct O. N. Shaw (Seal)

M. W. Elmer, Contract Attorney
Form Approved: 9-24-23 Wm. F. Harris,
Vice Pres. & Chief Counsel M.

State of California }
County of Los Angeles }

On this 2th day of July, A.D. 1923, before me, C. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Estelle Shaw and O. N. Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me

STATE OF CALIFORNIA, } ss.
COUNTY OF IMPERIAL, }

On this Nineteenth day of September 1923, before me, E. N. Anderson, a Notary Public in and for said County, personally appeared W. H. Lavayen, known to me to be the Secretary of the Imperial County Milk Company, Trustee, the corporation that executed the within and foregoing instrument, and known to me to be the person who executed the within and foregoing instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same as such Trustee.

Witness my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

E. N. Anderson, Notary Public in and for said County of Imperial, State of California

Recorded at request of the People Abstract & Title Company Sep. 20, 1923 at 5 Min. Post 7 A.M. in Book 8 Page 695 of OFFICIAL RECORDS Imperial County Records. Fee: \$1.00

H. R. Sedy, County Recorder
By L. E. Martin, Deputy

FRED W. ELFTONER ET UX
TO
INTER-CALIFORNIA RAILWAY COMPANY

THIS INSTRUMENT, made this 12th day of July 1923, between Fred W. Elftoner, and (wife) Mabel E. Elftoner, of Los Angeles, Los Angeles County, California, the parties of the first part, and Inter-California Railway Company, a corporation, the party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain place or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A Strip of land 100 feet wide across the west end of Tract 106 in Township 14 South, Range 15 East, San Bernardino Meridian, extending from the North line of the south line thereof, a distance of 8640.0 feet, more or less, and lying between the westerly boundary line of the right of way for County Road running north and south along the westerly line of said Tract 106, and a line drawn parallel to and 100 feet easterly from said westerly boundary line of the right of way for County Road, containing 4.051 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

\$1.50 U.S.I.N.S. affixed and dispensed.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

THIS conveyance is made upon the following express conditions:

- FIRST** That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.
- SECOND** That second party shall construct suitable waste ditch with boxes and drop box on premises of first party immediately west of the easterly line of the premises herein conveyed; said ditch and boxes to be maintained by the first party.
- THIRD** That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Fred W. Thatcher (SEAL)
 Habel E. Thatcher (SEAL)

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } ss.

On this 12th day of July in the year nineteen hundred and twenty-three A.D. before me Frances A. Kearney a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Thatcher and Habel E. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

(NOTARIAL SEAL)

Frances A. Kearney, Notary Public in and for
 Los Angeles County, State of California
 My Commission Expires August 12, 1925.

Recorded at request of The Peoples Abstract & Title Company Sept 20, 1925 at 8
 M.L. Post 9 A.M. in Book 2 Page 384 of OFFICIAL RECORDS Imperial County Records.
 Fee, \$1.30

Filed
 2
 Bird K. Robby, County Recorder
 By L. M. Martin, Deputy

ALBERT G. FINNEY ET AL
VS
IMPER-CALIFORNIA RAILWAY CO.

THIS INSTRUMENT, made this 31st day of July 1923, 1923 between ALBERT G. FINNEY and wife, Louise Finney, of Imperial County, California, the parties of the first part, and IMPER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part,

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A strip of land 100 feet wide across the west end of Tract #1 in Township 14 South, Range 14 East, San Bernardino Meridian, extending from the north line to the south line thereof a distance of 2640.0 feet, more or less, and lying between the westerly boundary line of the right of way for County Road running north and south along the westerly line of said tract #1, and a line drawn parallel to and 100 feet easterly from said westerly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises together with the appurtenances unto the said party of the second part, and to its successors and assigns forever.

FURTHERMORE, this conveyance is given by the parties of the first part with the express understanding that party of the second part will construct a suitable waste ditch on premises of the parties of the first part; said waste ditch to be maintained by the parties of the first part, their heirs and assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

\$1.00 VALUE Canceled Aug 16 1925
F. Abet. & T. Co., El Centro.

Albert G. Finney (SEAL)
Louise Finney (SEAL)

STATE OF CALIFORNIA }
COUNTY OF IMPERIAL }

On this 31st day of July in the year nineteen hundred and twenty-three A.D. before me, Peter J. Schartz a Notary Public in and for the said County of -- State of California, residing therein, duly commissioned and sworn, personally appeared Albert G. Finney and Louise Finney personally known to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

In said County the day and year in this certificate first above written.
(NOTARIAL SEAL)

Peter J. Schartz Notary Public in and for
Imperial County, State of California.

Recorded at request of THE TRUCKS ABSTRACT & TITLE COMPANY Aug 16 1923
at 2 min past 9 A.M. in Book 10, Page 128 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

HERD N. HONEY, County Recorder.
By M. Anderson, Deputy.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ellen Hoover Hubbard, do hereby certify and declare that a certain
Mortgage, bearing date the 12th day of July 1920, made and executed by Myron B. Fitter
and M. Rebel Witter, his wife, Mortgagees to Ellen Hoover Hubbard, Mortgagee, recorded
in the office of the County Recorder of the County of Imperial, State of California, in
Book 22 of Mortgages, at page 15 on the 10th day of September 1920, together with the
debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 8th day of July
1923,
Ellen Hoover Hubbard (SEAL)

R. Donald Davis
Gene A. Anderson
STATE OF MICHIGAN }
COUNTY OF CALHOUN }

On this 8 day of July in the year of our Lord one thousand nine hundred and
twenty three before me, R. Donald Davis a Notary Public in and for said County and
State, personally appeared Ellen Hoover Hubbard known to me to be the person whose name
subscribed to the within instrument, and acknowledged to me that she executed the same.
WITNESS my hand and official seal.

(NOTARIAL SEAL)
R. Donald Davis Notary Public in and for said
Calhoun County, State of Michigan.
My commission expires Aug. 12/24.

Recorded at request of THE TRUCKS ABSTRACT & TITLE COMPANY Aug 16 1923 at
1 min past 9 A.M. in Book 10, Page 128 of OFFICIAL RECORDS, Imperial County Records.
Fees \$1.00

HERD N. HONEY, County Recorder.
By M. Anderson, Deputy.

ASSIGNMENT OF MORTGAGE.
(SEAL OR GRANTER)

KNOW ALL MEN BY THESE PRESENTS: That W. R. King and W. S. Hancock the parties of the
first part, for and in consideration of the sum of One Dollar in gold coin of the United
States of America to us in hand paid by C. C. Ellis, Agent, the party of the second
part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain,

August 12, 1938

L-38-791

Mr. F. L. McCaffery, General Auditor
Inter-California Railway Company
85 Market Street
San Francisco, California

Dear Sir:

Thank you for your letter of March 8, 1938, furnishing the Board information relative to the status under the Railroad Retirement Act of the Inter-California Railway Company.

Our information shows that the Inter-California Railway Company was incorporated in California on June 15, 1904, for the purpose of engaging in interstate commerce by railroad; and that with the exception of directors' qualifying shares all the stock of the Inter-California Railway Company is owned by the Southern Pacific Company. The Inter-California Railway Company is, therefore, a company controlled by a carrier by railroad subject to part I of the Interstate Commerce Act within the meaning of the Railroad Retirement Act.

Our information reveals that prior to May 31, 1935, the Inter-California Railway Company owned lines of railroad both in the United States and Mexico; the lines in the United States, consisting of two main and two branch lines, were operated until May 31, 1935, by the Southern Pacific Company under lease as a part of the latter company's general transportation system. Of the two main lines, one extended from Niland, California, to the International Boundary at Callexico and the other from Araz Junction, California, to the International Boundary at Cantu. At the International Boundary at Callexico and Cantu, respectively, direct connections were made with the line of railroad owned by the Inter-California in Mexico. In all, it appears that the Inter-California Railway Company owned but did not operate about 85 miles of railroad in the United States prior to May 31, 1935, when all the physical property of the Inter-California Railway Company situated in the United States became the property of the Southern Pacific Company.

In addition to the railroad lines formerly owned by the Inter-California Railway Company in the United States our information shows that the Inter-California Railway Company at the present time owns and operates approximately 51 miles of railroad located entirely in Mexico. In operating over this line of railroad located entirely within the territorial limits of Mexico but extending to the International Boundary, the Inter-California Railway serves as a direct and important connecting link in the railroad transportation system of the Southern Pacific Railroad in handling both freight and passenger traffic originating in the United States, as well as in Mexico, en route to and from Los Angeles and other California termini. Although it appears that the lines of the Inter-California are now located entirely within Mexico, as indicated above, you state that certain employees of the Inter-California Railway Company render service to it within the territorial limits of the United States in the handling of shipments to and from Mexico through the Customs offices and in addition take care of certain other details incident to trans-shipments across the International Boundary. The service thus performed by the Inter-California Railway Company through these employees working for it within the United States is directly related to transportation by the Southern Pacific Railroad and is, therefore, a service in connection with transportation by railroad within the contemplation of the Railroad Retirement Act.

Upon the basis of the foregoing considerations it is my opinion that the Inter-California Railway Company is a company controlled by a carrier by

EEC ORIGINAL PKG

PO ORIGINAL PKG

railroad subject to part I of the Interstate Commerce Act and engaged in performing a service in connection with transportation by railroad and is, therefore, an "employer" within the meaning of the Railroad Retirement Act. However, since it appears that the principal part of the business of the Inter-California Railway is performed outside of the United States, only such compensation as is earned by individuals rendering service to the Inter-California Railway Company within the United States should be reported to the Board.

In view of the information already furnished by you it will be unnecessary to execute our questionnaire Form LQ-1.

Very truly yours,

Lester P. Schoene
General Counsel

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PC ORIGINAL PKG

ROS 8-67

RECORD OF SURVEY

A PORTION OF TRACT NO. 1 IN S. 18 S. E. 34 E., COUNTY OF IMPERIAL, STATE OF CALIFORNIA

EXCISE TAXES:
This map is subject to the payment of excise taxes, which are levied on the value of the land shown on this map, and are payable to the State of California.



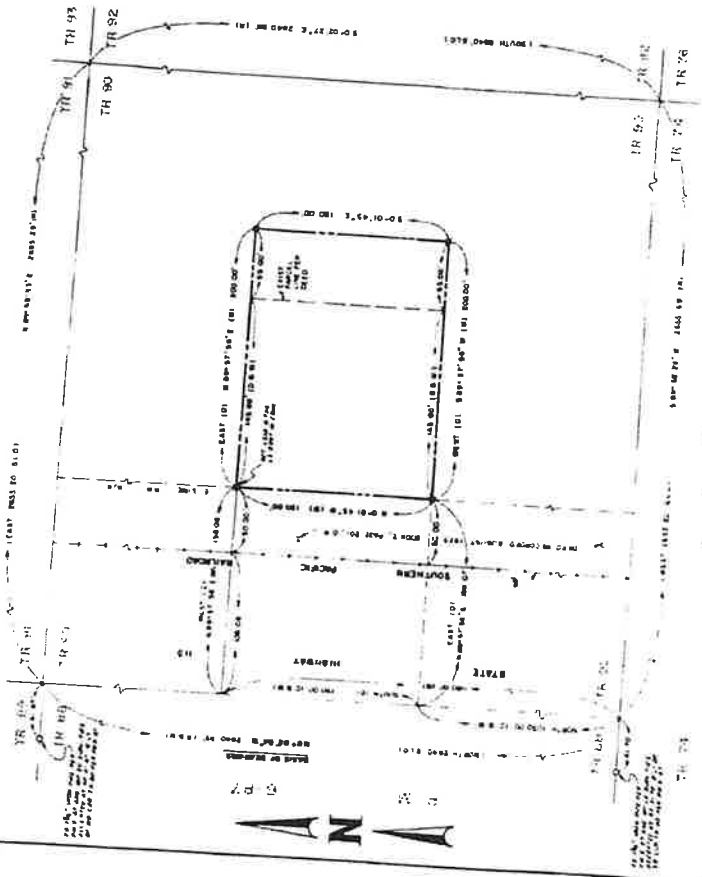
SMALL BUSINESS BUSINESS:
This map was prepared by a small business as defined in the Small Business Act of 1953, and is exempt from the provisions of the Small Business Act of 1953.



SMALL BUSINESS BUSINESS:
This map was prepared by a small business as defined in the Small Business Act of 1953, and is exempt from the provisions of the Small Business Act of 1953.

LEGALEE WARNING:
This map is subject to the provisions of the Legalee Act of 1953, and is exempt from the provisions of the Legalee Act of 1953.

EXEMPTION FROM TAXES:
This map is exempt from the provisions of the Exemption Act of 1953, and is exempt from the provisions of the Exemption Act of 1953.



ROSS ENGINEERING & SURVEYING
IMPERIAL, CALIFORNIA

EEC ORIGINAL PKG

PC ORIGINAL PKG

1b RECORDING REQUESTED BY
and RETURN TO:
C. Corporation System
335 Montgomery Street
San Francisco, California 94104

47 JOHN V. KENNEDY
COURT

'69 DEC 9 AM 11:10
BOOK 1286 PAGE 821

OFFICE OF THE
INTERNAL CONTROLLER

State of Delaware



Office of Secretary of State

J. Eugene Bunting, Secretary of State of the State of Delaware,
do hereby certify

that the Certificate of Agreement of Merger of the "SOUTHERN PACIFIC COMPANY", merging with and into the "SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth day of November, A.D. 1969, at 8:36 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation is duly incorporated under the laws of the State of Delaware and is in good standing and has a legal corporate existence so far as the records of this office show and is duly authorized to transact business.

In Testimony Whereof, I have hereunto set my hand

and official seal at Dover this second day of December in the year of our Lord one thousand nine hundred and sixty-nine.



Eugene Bunting

Secretary of State

R. H. Caldwell

Acting Secretary of State

EEC ORIGINAL PKG

PC ORIGINAL PKG

Narrative Overview

CitySwitch seeks approval for a Conditional Use Permit (“CUP”), a Height Variance (“Variance”), and any other permits or approvals necessary in order to install a communications facility on property located at APN# 039-310-022, Ted Kipf Road, Brawley, CA 92227. CitySwitch proposes to erect this tower and will be offering it as a shared facility to Union Pacific (with whom CitySwitch already has a commitment), AT&T Mobility, and any other communication carriers that have a need for a facility in this area. CitySwitch thus submits this Application (as that term is defined in Sections 92404.01 and 92405.01 of the Imperial County Land Use Code (the “Code”)) seeking a CUP and Variance for the siting and construction of a new communication facility.

The proposed site is located in a S-2, Open Space/Preservation zone. Pursuant to Section 90519.02(d) of the Code, Communication Facilities are allowed in this district with CUP approval. The property consists of a railroad line in the desert, located northeast of Highway 78 – Ben Hulse Highway and the rail line.

The wireless communications facility that CitySwitch is proposing to install on the property for Union Pacific and AT&T is necessary to provide critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Glamis and the surrounding area, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless providers’ technology operates at various radio frequency bands allocated by the FCC as part of their license.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at APN# 039-310-022 Ted Kipf Road, Brawley, CA 92227 is within the geographic area deemed necessary by radio frequency engineers for the anchor wireless telecommunications providers to provide uninterrupted services.

In accordance with Sections 92404.01 92405.01 of the Code, CitySwitch is submitting this Application to install a new Communications Facility. The proposed new communications facility

will consist of a 155'-0" tall monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20'-0" ground area.

After the initial construction, the facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via an easement with the proposed access entry point off 15 to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on Imperial County's utilities such as water and sanitation, as they are not used at the site.

In accordance with FCC regulations, the mobile service facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed communications facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed communications facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, CitySwitch will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC, and the proposed facility will comply with the FCC's RF emission standards. Any height, lighting or marking issues are also subject to the exclusive jurisdiction of the FAA, and the proposed facility will comply with the FAA's requirements for height, lighting, and marking.

LCC Telecom Services and Sherman & Howard, on behalf of CitySwitch, look forward to working with Imperial County to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure improved railroad communications and the best uninterrupted wireless services for Imperial County. This application addresses all applicable standards of Sections 92404.01 and 92405.01 of the Code and satisfies the requirements of those sections.

Compliance with Section 92404.01 – General Requirements for Communications Facilities

All new, altered and re-permitted communication facilities in unincorporated areas of Imperial County, with the exception of those exempted under Section 92401.03, shall meet the following general requirements, regardless of the zone in which they are located:

- A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

Telecommunications towers, along with related equipment are allowed with CUP approval in the S-2 Open Space/Preservation zone pursuant to Section 90519.02(d) of the ordinance.

- B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.

The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.

- C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.

If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.

- D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

Due to the diminutive size of the parcel and the tower's location adjacent to the railroad tracks in the desert, there will be little impact on the surrounding environment.

- E. Height. All communication facilities shall conform to the following height requirements:

1. All communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone unless a variance is approved concurrent with a CUP. (For example, if the number of co-locators that a particular facility is designed for is four and the required height is eighty (80) feet, then the allowed height of the facility would be one hundred ten (110) feet and if it is five co-locators, then it would be one hundred twenty (120) feet).

The proposed monopole tower is designed to be 155'-0" with a 10' lightning rod for a total height of 165'-0". The proposed height is the minimum functional height for Union Pacific and AT&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans

2. All communication facilities constructed within three-quarters mile of a scenic corridor (as designated by the Imperial County General Plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.

According to the General Plan, the area is designated as Recreation/Open Space, there is no designation of a scenic corridor in the vicinity. Therefore, this section does not apply.

3. Outside of the three-quarter-mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty (120) feet. A bonus of twenty (20) additional feet per facility, up to a maximum height of three hundred (300) feet, is permissible for operators co-locating on a single facility.

The proposed tower height is 155'-0" and a height variance has been requested as part of this application.

4. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve (12) feet taller than the roof of the building on which it is mounted, unless facility is fully screened and height does not exceed height permitted by applicable zoning code.

The application is for a new communications tower facility and not a rooftop facility. Therefore, this section does not apply.

5. If an operator wishes to apply for an exception to these height limitations, then the facility shall be subject to the provisions at Title 9 relating to conditional use permits and variances hearing processes.

The proposed tower height is 155'-0" and a height variance has been applied for as part of this application.

- F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.
 1. Ground- and tower-mounted antennas and all sound structures shall be located within areas where substantial screening by vegetation, landform and/or buildings can be achieved. Additional vegetation and/or other screening may be required as a condition of approval. Each structural screening shall be based on a recommendation from the planning department having addressed the visual impacts, which in some instance may, in fact, warrant no screening.

No screening is proposed with this application. The proposed tower site is within the railroad right-of-way in the desert with no residential structures in the area.

2. The projection of structure-mounted antennas from the face of the structure to which they are attached shall be minimized.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure. Therefore, this section does not apply.

3. Roof-mounted antennas shall be set back from the edge of the roof a distance greater than or equal to the height of the antenna, except when the antennas are fully screened. For roofmounted antennas, a screening structure that is architecturally compatible with the building on which it is mounted may also be required as a condition of approval. Antenna panels mounted flush on the outside of the parapet wall of an existing building and painted to match the exterior of the building may be allowed.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure. Therefore, this section does not apply.

- G. Radio Frequency Exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communications facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a

facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the county.

All spectrum used by both railroad users and wireless providers are solely regulated by the FCC which includes the power densities, therefore, no signals will exceed the current FCC adopted standards for human exposure.

- H. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

All cabling is proposed for the interior of the monopole and will be in accordance with the NEC guidelines. In the event that any future cabling needs to be on the exterior of the tower, a cable tray painted to match the tower will be used.

- I. Painting and Lighting. All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone color. All towers shall be lit with approved lighting as required by the FAA and the Airport Land Use Commissions Standards.

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be 155'-0" with a 10'-0" lightning rod for a total height of 165'-0" which is below the 200' threshold requiring lighting per the FAA. Therefore, no lighting will be provided.

- J. Noise. All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred (100) feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty (50) L dn at the facility site's property lines.

The proposed wireless communications facility does not generate significant noise. The proposed facility will not initially have a back-up generator, therefore there will be no noise generated at the site. There are no residential zone parcels within one hundred (100) feet of the proposed facility. Therefore, no noise attenuation measures will be necessary.

- K. Accessory Structures. Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

The proposed facility will be in compliance with all local, state and federal guidelines, therefore the zero setback will be applicable. Additionally, the equipment will be architecturally compatible with the rest of the communications facility and surrounding area.

- L. Roads and Parking. Communication facilities shall be served by the minimum roads and parking areas necessary and shall use existing roads and parking areas whenever possible.

A 12' wide gravel access road is proposed to run parallel to the train tracks in the Union Pacific right-of-way. The access road will connect to Highway 78 – Ben Hulse Highway, just south of the tracks.

- M. Provisions for Future Co-location. All commercial communication facilities shall be encouraged to promote future facility and site sharing. Technical evidence will be provided as to the infeasibility either technical and/or economic, of co-location or grouping prior to the issuance of a new use permit for a facility that would not be considered to be co-located or grouped under this ordinance.

There is an existing tower owned by SBA Structures, LLC which is located approximately 0.30 miles southeast of the proposed tower site. AT&T is currently co-located on that tower, however, the lease rate has sharply increased over the term of the agreement and has caused an economic burden which is shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. As shown on the drawings the proposed tower is designed to potentially add five additional future carriers.

- N. Removal Upon Discontinuation of Use. All equipment associated with a communication facility shall be removed within one hundred eighty (180) days of the discontinuation of the use and the site shall be restored to its original pre-construction condition. The operator's agreeing to such removal and allowing the county access across private property to effect such removal shall be a condition of approval of each permit issued. At its discretion, the county may require a financial guarantee acceptable to the county to ensure removal.

CitySwitch agrees to removal of the tower in the event it is no longer in use for more than 180 days as a condition of the Conditional Use approval.

- O. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

The proposed wireless communications facility is an accessory use on the property to the principal use of the railroad. As stated above, this will not preclude the installation of antennas on within the right-of-way.

- P. Lot Size. For purposes of determining whether the installation of a facility complies with county development regulations, including, but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

The proposed tower is going to be located within the railroad right-of-way, therefore the development regulations do not strictly apply to this facility because there is no actual lot size. The proposed tower will be designed to collapse onto itself in the unlikely event of a failure. The surrounding area is desert, so even an unlikely failure will not have an impact.

- Q. Inventory of Existing Sites. Each applicant for a facility shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for facilities, that are either within the jurisdiction of Imperial County or within one mile of the border thereof, including specific information about the location, height and design of each facility. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this ordinance or other organizations seeking to locate facilities within the jurisdiction of Imperial County, provided, however that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

See attached Coverage Plots.

- R. Aesthetics. Towers and antennas shall meet the following requirements:
- a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

The proposed tower will maintain a galvanized steel finish so as to reduce visual obstructiveness.

- b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

The proposed support equipment will consist of galvanized metal equipment cabinets that are similar to gym lockers. The materials will match the tower and fit in with the natural surroundings.

- c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure, therefore this provision does not apply.

- S. Lighting. Towers shall not artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and community.

The proposed tower is going to be 155'-0" with a 10'-0" lightning rod for a total height of 165'-0" which is below the 200' threshold requiring lighting per the FAA, therefore no lighting will be provided.

- T. State or Federal Requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

The proposed tower will meet and / or exceed all FAA, FCC, and any other agencies of the State of California or federal government with authority to regulate towers and antennas. In the event of a change in regulations, CitySwitch and the providers co-located on the tower will make their equipment compliant.

- U. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the county concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

CitySwitch will be compliant with all Electronic Industries Association along with any local, state, or federal guidelines relating to the construction and maintenance of the communications facility.

- V. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the county of Imperial according to the provisions of Title 9 for the respective base zone.

Noted, the setbacks are shown on the drawings and the separation distance has been calculated based on the coordinates of the existing tower and the coordinates for the SBA tower shown on the FCC ASR Search website.

- W. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.

CitySwitch, Union Pacific, and AT&T Mobility are private corporations and are not essential service providers.

- X. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in Imperial County have been obtained and shall file a copy of all required franchises with the planning director.

Any required certifications of franchise will be filed with Imperial County as required.

- Y. Public Notice. For purposes of this ordinance, any conditional use permit request, variance request, or appeal of an administratively approved CUP or special use permit shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed for a CUP or variance in the respective base zone, under Title 9, in addition to any notice otherwise required by the planning director.

CitySwitch will comply with any notice obligations for the CUP process, to the extent the public notice is not required by Imperial County.

- Z. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

The only signage displayed on the communications facility site will be that which is required by federal regulations, specifically those signs needed for health and safety reasons.

AA. Buildings and Support Equipment. Buildings and support equipment associated with antennas or towers shall comply with requirements of Title 9.

All support equipment used in the communications facility will comply with the requirements of Title 9.

BB. Multiple Antenna/Tower Plan. Imperial County encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

CitySwitch is submitting three (3) total applications for sites within Imperial County.

Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

All communication facilities not specifically exempted from these regulations are subject to one of the two permit processes described below. Both processes include a conditional use permit and may have a concurrent variance. Applications for all permits required pursuant to this division shall be made in writing on a form prescribed by the planning director, and shall be accompanied by plans and data to assure the fullest practical presentation of facts for the permanent record. Such application shall be accompanied by a fee or fees as may be set by the board of supervisors. No part of such fee shall be refundable.

A. Conditional Use Permit before the planning director. Certain communication facilities may be conditionally approved by the planning director, as described in this subsection.

1. Qualifying Facilities. The following types of communication facilities qualify for a use permit before the planning director:

- a. Receive-only radio and television antennas and satellite dishes or antennas that do not qualify for exemption under Section 92401.3, including multiple antennas or dishes on a single parcel.
- b. Amateur radio facilities that do not qualify for exemption under Section 92401.3. When required, a conditional use permit before the planning director shall be granted to amateur radio operators with no fee.
- c. Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 92401.04 and hold an executed license or lease agreement.
- d. Co-located communication facilities, regardless of zone, provided they comply with the general requirements in Section 92401.04.

The proposed wireless communications is located within the Union Pacific right-of-way and does not qualify for a CUP before the Planning Director.

2. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as, the following additional findings:

- a. The facility complies with all applicable Section 92401.04.

The application includes all items required in Section 92401.04 and complies with all requirements in said section.

- b. The facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio-frequency energy emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to include a RF Environmental Evaluation Report as spelled out in Section 92401.08.

- c. The facility blends in with its existing environment and will not have significant adverse visual impacts.

The proposed tower is being located within an existing railroad right-of-way in the desert and will not have a significant adverse visual impact on surrounding area.

- 3. Administrative Approval Process. The planning director may administratively approve a proposed communication facility by using the following process:
 - a. Each applicant for administrative approval shall apply to the planning director providing the information and fees set forth in Section 92401.09 of this ordinance.
 - b. The planning director shall review the application for administrative approval and determine if the proposed use complies with Sections 92401.04 and 92401.05 of this ordinance.
 - c. The planning director shall respond to each such application within sixty (60) days after receiving it by either approving or denying the application.
 - d. In connection with any such administrative approval, the planning director may, in order to encourage shared use, administratively waive any setback requirements or separation distances between towers in the base zone by up to fifty percent (50%).
 - e. In connection with any such administrative approval, the planning director may, in order to encourage the use of monopoles, administratively allow the reconstruction of an existing tower to monopole construction.
 - f. If an administrative approval is denied, the applicant shall file an application for a conditional use permit pursuant to Section 91401.05B. prior to filing any special appeal that may be available under the Title 9.

The proposed wireless telecommunications facility requires a Conditional Use Permit and a Height Variance, therefore this site does not meet the criteria for an Administratively Approved site.

- 4. List of Administratively Approved Uses. The following uses may be approved by the planning director after conducting an administrative review:

- a. Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.
- b. Locating antennas or existing structures or towers consistent with the terms of subsections (1) and (2) below.
 - (1) Antennas on existing structures. Any antenna, which is not attached to a tower, may be approved by the planning director as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units, provided:
 - (a) The antenna does not extend more than thirty (30) feet above the highest point of the structure;
 - (b) The antenna complies with all applicable FCC and FAA regulations;
 - (c) The antenna complies with all applicable building codes.
 - (2) Antennas on existing towers. An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
 - (a) A tower which is modified or reconstructed to accommodate to collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
 - (b) Height.
 - (i) An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height, to accommodate the collocation of an additional antenna.
 - (ii) The height change referred to in subsection (b)(i) may only occur one time per communication tower.
 - (iii) The additional height referred to in subsection (c)(i) shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separation.
 - (c) On-site location.
 - (i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty (50) feet of its existing location.
 - (ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
 - (iii) A relocation onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to the base zone.
 - (iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands shall only be permitted when approved by the planning director.

- c. New towers in nonresidential zones. Locating any new tower in a nonresidential zone other than industrial or heavy commercial, provided a licensed professional engineer certifies that the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals set forth in [Section] 92401.00 and the requirements of Section 92401.04; the tower meets all setback and separation requirements of the base zone; and the tower meets the following height and usage criteria:
 - (1) For a single user, up to ninety (90) feet in height;
 - (2) For two users, up to one hundred twenty (120) feet in height; and
 - (3) For three or more users, up to one hundred twenty (120) feet in height; and
 - (4) For four or more users up to one hundred eighty (180) feet in height.
- d. Locating any alternative tower structure in a zone other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in Section 92401.00 of this ordinance.
- e. Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

The proposed wireless telecommunications facility requires a CUP and a Variance for height. Therefore, this site does not meet the criteria for an Administratively Approved site.

- B. Conditional Use Permit before the planning commission. All other communication facilities or any facility requiring an exception to these regulations shall require a conditional use permit with a public hearing before the planning commission.
 - 1. Qualifying Facilities. A conditional use permit is required for any communication facility that is not exempt under these regulations and that does not qualify for a conditional use permit before the planning director.

The proposed 155'-0" monopole tower is not exempt under Section 92401. Therefore, a Conitional Use Permit and Variance for height are required.

- 2. Required Findings. In order for the planning commission to approve a proposed communication facility under a conditional use permit, the commission shall make the findings required for a conditional use permit, as well as the following additional findings:
 - a. No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility. This finding shall be based on the results of an alternatives analysis, as described in Section 92401.06, below.

AT&T Mobility is currently located on the existing SBA tower which is approximately 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

- b. Facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio frequency exposure emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to include a RF Environmental Evaluation Report as spelled out in Section 92401.08.

- c. The facility blends in with its existing environment and will not have significant visual impacts.

As stated above, the proposed facility is located within the Union Pacific railroad right-of-way and is located in the desert. The proposed facility will not have a significant visual impact on the surrounding area.

- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.

- 5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is within the Union Pacific Railroad right-of-way and will be designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

6. Professional Engineer. Any information of an engineering nature that the applicant submits, whether civil, mechanical or electrical, shall be certified by a licensed professional engineer.

All required information relating to the engineering of this site will be certified a California licensed professional engineer, including all civil, mechanical or electrical documents.

Conditional Use Permit Standards

90203.09 Action on a conditional use permit.

An application for a conditional use permit shall be reviewed, and approved, conditionally approved, or denied by the decision-making authority.

The authority may approve or conditionally approve an application only if it finds all of the following:

- A. The proposed use is consistent with the goals and policies of the adopted county general plan;

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

- B. The proposed use is consistent with the purpose of the zone or sub-zone within which the use will be located;

The proposed communications facility is consistent with the with the purpose of the zone within which it will be located. Per Section 90519.00, the “primary intent” of the S-2 zone is “to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The S-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the S-2 zone, such uses must be compatible with the intent of the open space and conservation element of the general plan.”

In this case, a communications facility is an allowable use in the zone with conditional use approval. The site is located approximately 0.06 miles northwest of the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road and will serve to ensure a robust wireless network for AT&T and Union Pacific in this area.

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;

Communications towers are an articulated conditional use in the S-2 (Open Space/Preservation) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.

- D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;

The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.

- E. The proposed use will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity;

Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public

or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Wireless telephones provide an alternate communication system which has repeatedly proven its effectiveness in emergency situations and is commonly being used by police and fire departments to protect the general public's health, safety, and welfare. All wireless telecommunications facilities are governed by FCC and FAA regulations. As such, all spectrum used to provide a wireless signal are allocated by the FCC which has deemed the signals will not cause any health-related affects.

- F. The proposed use does not violate any other law or ordinance;

The application on behalf of CitySwitch, Union Pacific and AT&T conforms to the applicable regulations of the S-2 zone and the facility is allowable as a conditional use in that zone. The proposed wireless telecommunications facility is also designed to conform to all federal, state and local regulations.

- G. The proposed use is not granting a special privilege.

No special privilege will be granted to CitySwitch, Union Pacific or AT&T by granting the Conditional Use Permit. AT&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

Variance Standards

The planning director, the planning commission and/or the board of supervisors, shall approve, approve subject to conditions or disapprove a variance with the following findings:

A. Findings. Approval or conditional approval may be granted only if the director/commission/board of supervisors first determines that the variance satisfies the criteria set forth in Government Code Section 65906, and the following findings can be made:

1. That there are special circumstances applicable to the property described in the variance application, that do not apply generally to the property or class of use in the same zone or vicinity;

The proposed location has special circumstances that are not applicable to other properties in the area. The proposed location is within Union Pacific's right-of-way and will host communication equipment for railroad use and will also service wireless providers. The property is located in a railroad right-of-way within the desert, there are no residential properties in the area that would be affected.

2. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity in which the property is located;

The proposed variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity. The area is a mostly undeveloped area in the desert located approximately 0.06 miles northwest of the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The location is far removed from any residential uses.

3. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications;

There are special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications. The proposed location is within Union Pacific's right-of-way and will host communication equipment that will service wireless providers along with the railroad's needs. The height required for the proposed tower is necessary to allow for the Union Pacific Railroad and AT&T to utilize the tower to provide the necessary signal.

4. That the granting of such variance will not adversely affect the comprehensive general plan.

The granting of such variance will not adversely affect the comprehensive general plan. As previously stated:

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of “snow-birds” in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.

C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

Alternatives Analysis

For a facility requiring a conditional use permit before the planning commission, an alternatives analysis shall be prepared by or on behalf of the operator, as described below.

- A. Alternatives to be Considered. The alternatives analysis shall consider alternative locations and designs for the proposed facility, including those which would not require a conditional use permit. At a minimum, alternatives included in the analysis shall include: (1) co-location at all existing communication facilities whether in the unincorporated area of the county, a city or an adjacent county; (2) lower, more closely spaced communication facilities; and (3) mounting on any existing nonresidential structure within one-half mile of the proposed facility in the unincorporated area of Imperial County. The alternatives analyzed shall be approved by the planning director. For facilities to be located near an incorporated city, the analysis shall also explain why siting within the city is not possible.

Union Pacific and AT&T have considered co-location on existing facilities and deemed that no other tower in the area is appropriate for the following reasons.

(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.

(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.

(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The nearest incorporated city is Holtville, California which is approximately 21 miles west of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

- B. Findings. The alternatives analysis shall show whether or not the proposed siting and design would have the least possible environmental and visual effect on the community and whether any alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility.

The proposed location for the CitySwitch communications facility is within the right-of-way of the Union Pacific railroad line northwest of the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.30 miles southeast of the proposed facility, Imperial County has already deemed that a communications facility would be visually acceptable in this area. Additionally, CitySwitch has chosen to use a monopole design for the tower which is the least obtrusive design for a 155' tower in this area.

- C. Review. The planning director may, at his or her discretion, employ on behalf of the county an independent technical expert to review this alternative analysis. The operator shall bear the reasonable costs of this review.

Based on the information submitted in the Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC included as part of this application, CitySwitch believes a third party is not necessary, however, if deemed necessary by the planning director, CitySwitch will bear the reasonable costs for this review.

**Sworn Statement of Spencer Gambrell in
Support of New Tower Construction from
AT&T Mobility Services LLC**



AT&T Mobility Services LLC
Tower Strategy
17000 Cantrell Rd.
Little Rock, Arkansas 72201

SWORN STATEMENT OF SPENCER GAMBRELL IN SUPPORT OF NEW TOWER CONSTRUCTION

BY **CitySwitch II-A, LLC**

PULASKI COUNTY)
STATE OF ARKANSAS) ss.
)

Spencer Gambrell, being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Arkansas and serve as Director-Network Planning for AT&T Wireless ("AT&T").
2. I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T's communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.
3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC** ("**CitySwitch Tower**") at **Ted Kipf Road, Brawley, California 92227, APN 039-310-022** (the "**CitySwitch Towers II, LLC**" ("**SBA**") which is located at **Glamis Beach Store, Glamis, California 99283**. Both the existing **SBA Tower** and the location of the proposed **CitySwitch Tower** are located in AT&T's coverage search ring for this part of **Imperial County**.
4. AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the "**Wireless Facilities**"). AT&T has located its Wireless Facilities on the **SBA Tower** since **[3/3/2005]** but AT&T now desires to relocate its Wireless

Ben Hulse
FA #15797967

Facilities onto the **CitySwitch** Tower as the **SBA** Tower has become a high-cost antenna site structure for AT&T.

5. This sworn statement is made to attest that having its Wireless Facilities remain on the **SBA** Tower, which is the only existing communications support structure in AT&T's search ring, is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated its Wireless Facilities to the **CitySwitch** Tower and, thus, would materially inhibit AT&T from improving and maintaining wireless services.

Co-Location on the SBA Tower is Economically Burdensome.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** Tower. AT&T anticipates future rent increases and costs from **SBA** if it remains co-located at the **SBA** Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the **SBA** Tower.

7. The current rent charged by **SBA** to co-locate on the **SBA** Tower is over **[Five]** times what **CitySwitch** will charge AT&T to co-locate on the **CitySwitch** Tower. Pursuant to the agreement between AT&T and **CitySwitch**, annual rent increases are less than the annual rent increases charged by **SBA**. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the **SBA** Tower versus relocating on the **CitySwitch** Tower is well over **[Six]** million dollars.

8. Since AT&T located on the **SBA** Tower in **[3/3/2005]**, rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since **[3/3/2005]**, which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from **SBA**. Unlike other tower companies, **SBA** has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

Ben Hulse
EA #15797967

9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in decommissioning its Wireless Facilities installation on the **SBA** Tower and relocating to the **CitySwitch** Tower. Despite these relocation costs, the **CitySwitch** Tower remains a better co-location option for AT&T.

10. AT&T has made this determination because the current rents and other charges to co-locate on the **SBA** Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as **CitySwitch**.

11. AT&T has entered into nationwide development and master lease agreements with **CitySwitch**, which I am familiar with. Under these agreements, **CitySwitch** will construct, at its own expense, its own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by **CitySwitch**.

12. Per these agreements and as is the case with the **CitySwitch** Tower, AT&T pays **CitySwitch** rent in return for 30,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.

13. There are no other structures (other than the **SBA** Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

14. The economic terms imposed upon AT&T by **SBA** to remain co-located on the **SBA** Tower are not cost-effective and are economically burdensome for AT&T especially when the nearby **CitySwitch** Tower presents a more competitive and flexible co-location option.

The **CitySwitch Tower Provides Superior Mobile Service Functionality.**

15. Technological changes and market trends in the wireless communications industry require AT&T to continuously upgrade its Wireless Facilities. AT&T is also obligated to build out FirstNet, which is our country's first nationwide integrated data network for providers of emergency services.

Ben Hulse
PA #15797967

AT&T's lease agreement for the **SBA** Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the **SBA** Tower, it must apply to **SBA** which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities.

16. Conversely, AT&T's master tower lease agreement with **CitySwitch** allows AT&T to rent 30,000 square inches of tower space and loading on a **CitySwitch** Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the **CitySwitch** Tower with little to no delay.

Spencer Gambrell



Subscribed and sworn to before me
this 28 day of February, 2023.


Notary Public State of Arkansas
My Commission Expires



Ben Hulbe
SA #15797967

AT&T's lease agreement for the [REDACTED] Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the [REDACTED] Tower, it must apply to [REDACTED] which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities.

16. Conversely, AT&T's master tower lease agreement with [REDACTED] allows AT&T to rent 30,000 square inches of tower space and loading on a [REDACTED] Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the [REDACTED] Tower with little to no delay.

Spencer Gambrell

Subscribed and sworn to before me
this 28 day of February, 2023.


Notary Public State of Arkansas
My Commission Expires



Carrier Coverage Plots

CAL02566 COVERAGE PLOTS

PC ORIGINAL PKG

Coverage Plots v1

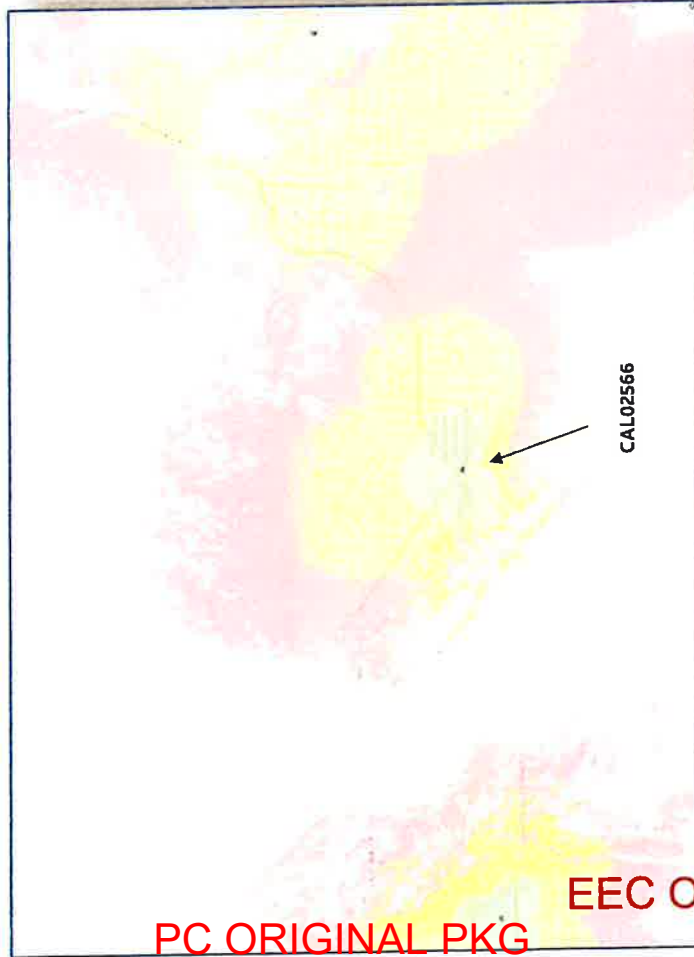
EE ORIGINAL PKG



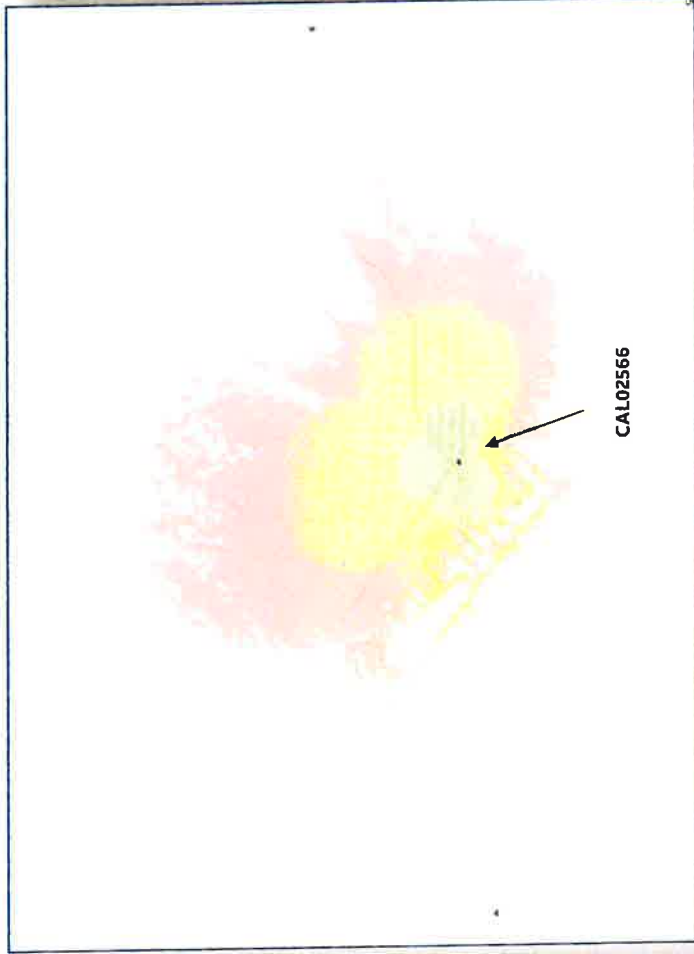
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CAL02566

EXISTING COVERAGE



SINGLE SITE COVERAGE

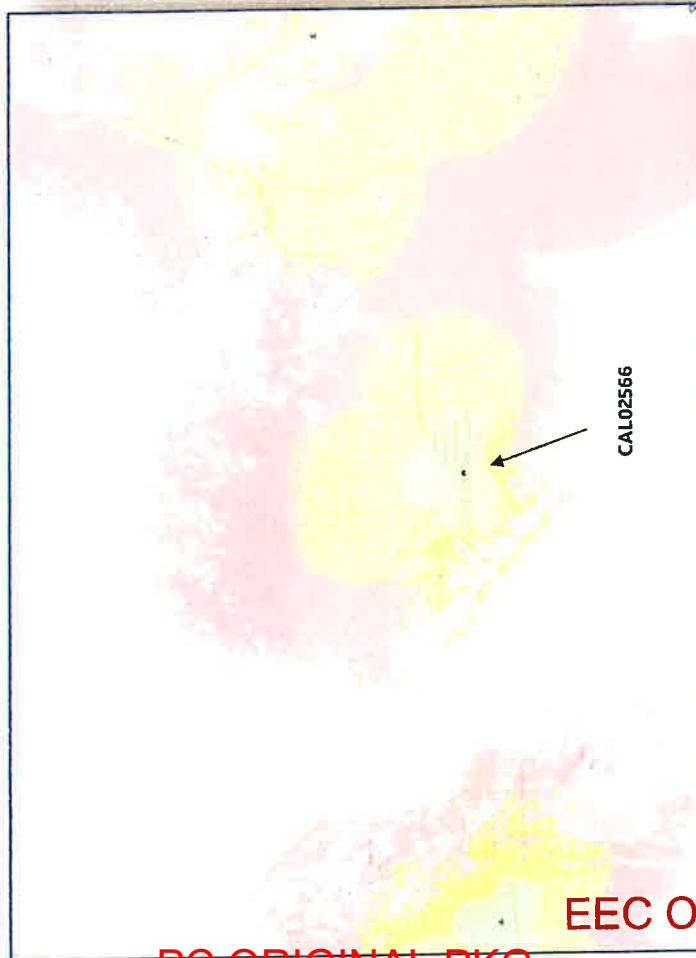


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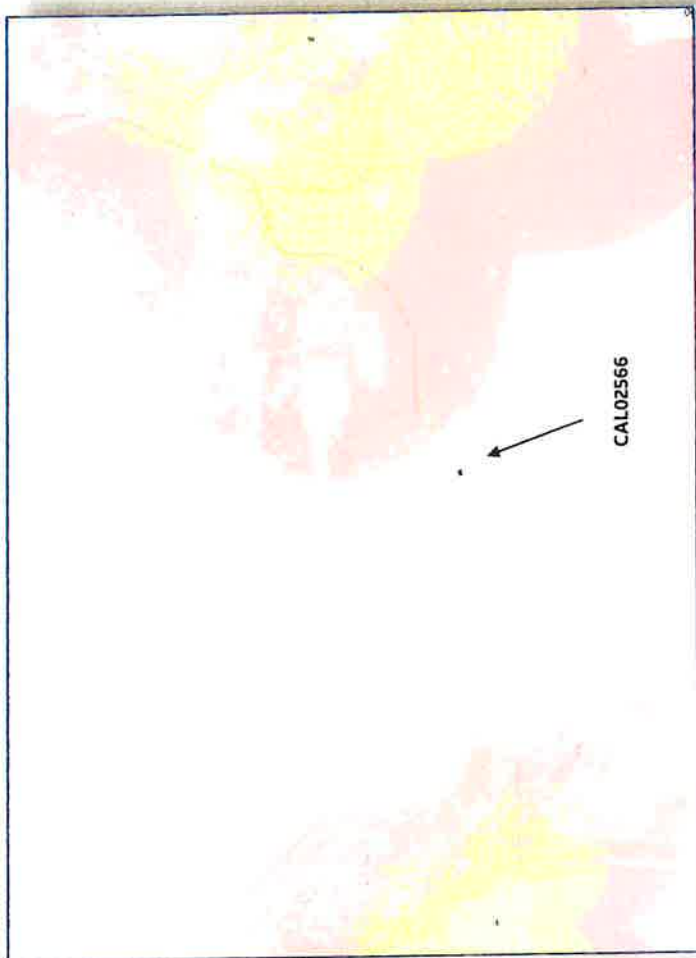
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CAL02566

EXISTING COVERAGE



EXISTING COVERAGE SITE OFF



PC ORIGINAL PKG

EEC ORIGINAL PKG

FAA Determination Letter



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-AWP-12867-OE

Issued Date: 08/29/2022

Leslie Lindeman
Palm-Tech Consulting, LLC
11365 Little Bear Way
Boca Raton, FL 33428

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Ben Hulse
Location: Brawley, CA
Latitude: 32-59-53.92N NAD 83
Longitude: 115-04-18.00W
Heights: 337 feet site elevation (SE)
165 feet above ground level (AGL)
502 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 02/29/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12867-OE.

Signature Control No: 539124036-551428703

(DNE)

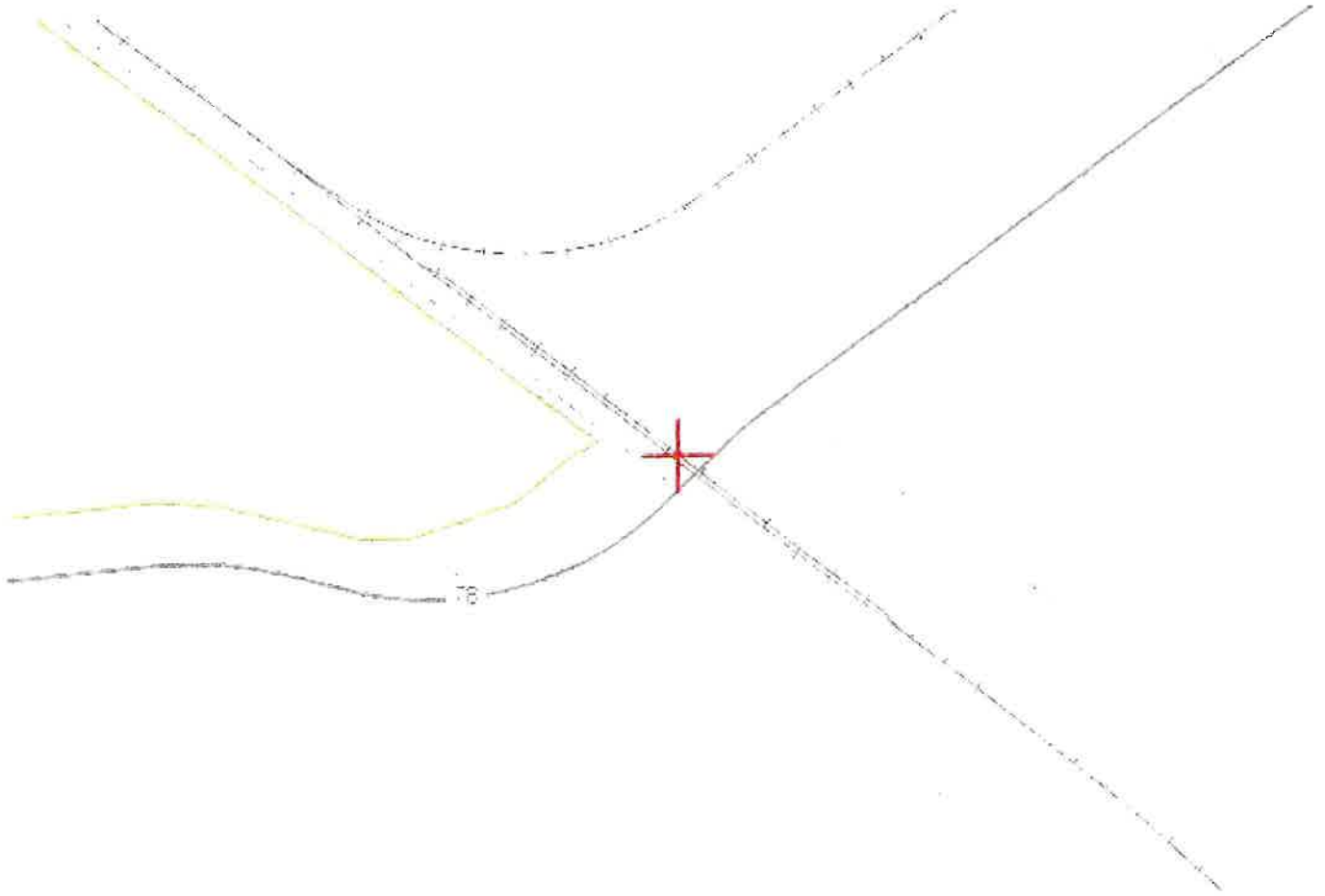
Vivian Vilaro
Specialist

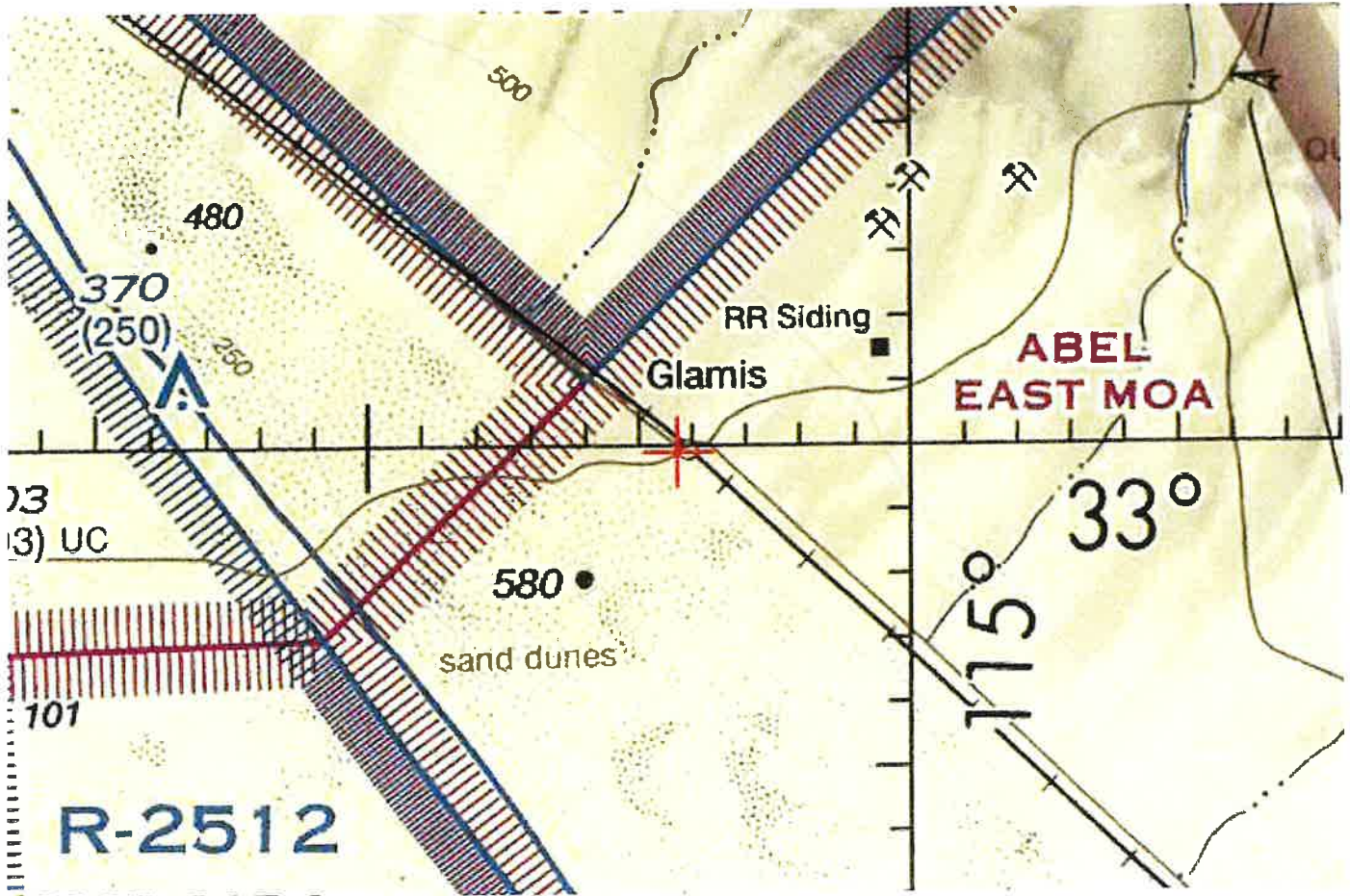
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2022-AWP-1286 / -OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
			55	dBW
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	GHz	1000	W
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	500	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	7	W
901	902	MHz	3500	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	17	dBW
932	932.5	MHz	1000	W
935	940	MHz	3500	W
940	941	MHz	500	W
1670	1675	MHz	500	W
1710	1755	MHz	1640	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	500	W
1990	2025	MHz	500	W
2110	2200	MHz	2000	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	500	W
2496	2690	MHz		





Fall Zone Certification

March 3, 2023

Tim Cook
CitySwitch, LLC
1900 Century Place NE, Suite 320
Atlanta, GA 30345

RE: Proposed 155' Sabre Monopole for Ben Hulse, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for an Ultimate Wind Speed of 98 mph, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA 222-H-2017 "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures". The monopole will also meet the requirements of the 2022 California Building Code.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. This would effectively result in a fall radius of 12 feet or less at ground level. *Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Industries.*

Sincerely,

Keith J. Tindall, P.E.
Vice President, Telecom Engineering



Site Plan



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: [blank]
CHECKED BY: [blank]

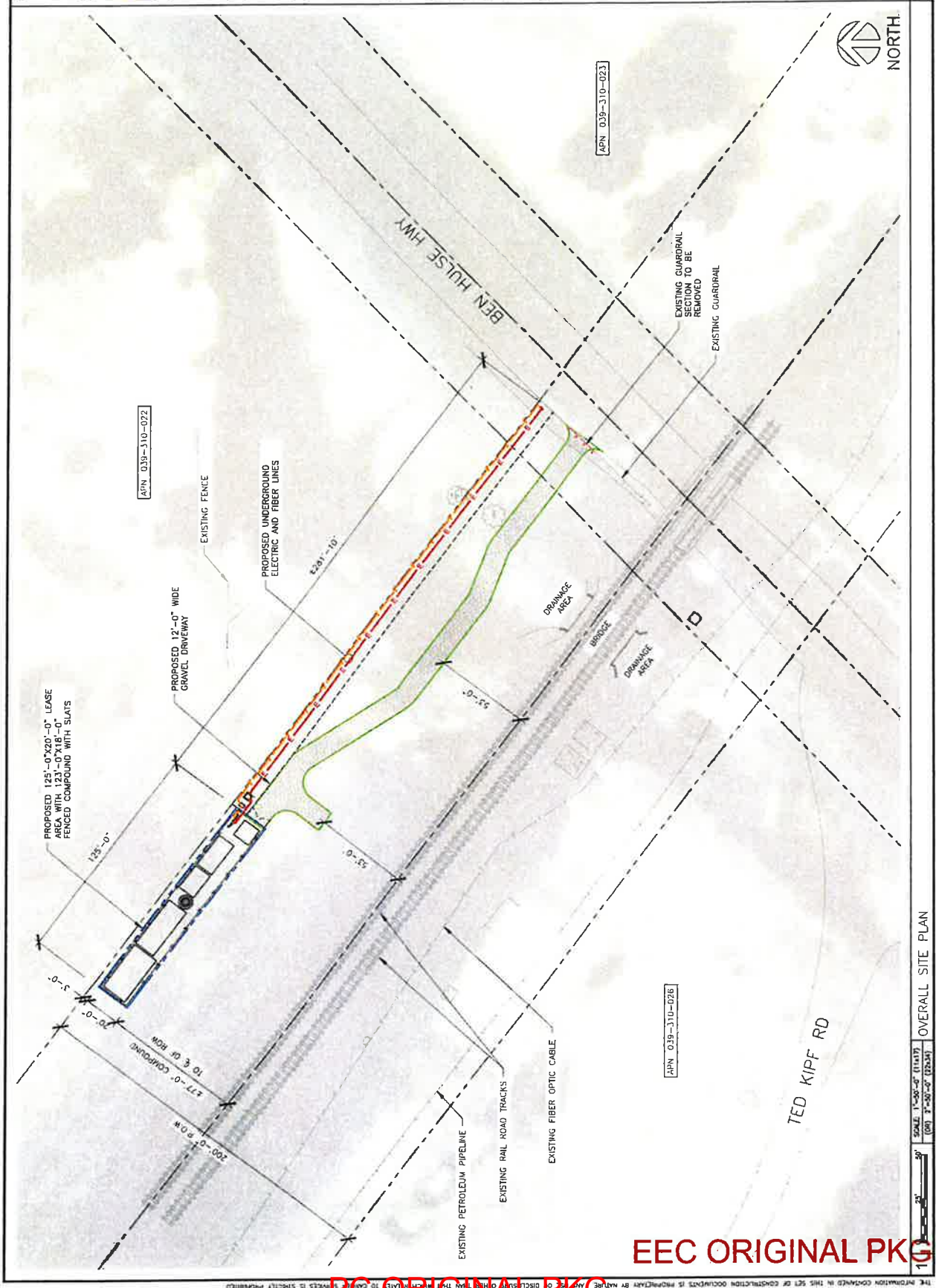
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME:
BEN HULSE
SITE ADDRESS:
TED KIPF ROAD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
OVERALL
SITE PLAN

SHEET NUMBER:
C-1



SCALE 1"=50'-0" (11x17)
(00) 3"=50'-0" (22x34)
OVERALL SITE PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY MATHIE AND ASSOCIATES, INC. AND IS NOT TO BE USED FOR ANY OTHER PROJECTS OR PURPOSES WITHOUT THE WRITTEN CONSENT OF MATHIE AND ASSOCIATES, INC.



WESTCHESTER SERVICES, LLC
 844 FOX GLEN
 BARRINGTON, IL 60010
 TEL: 847.634.8170
 FAX: 847.634.8170
 a@westchester-services.com

ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MN
 CHECKED BY: RSM

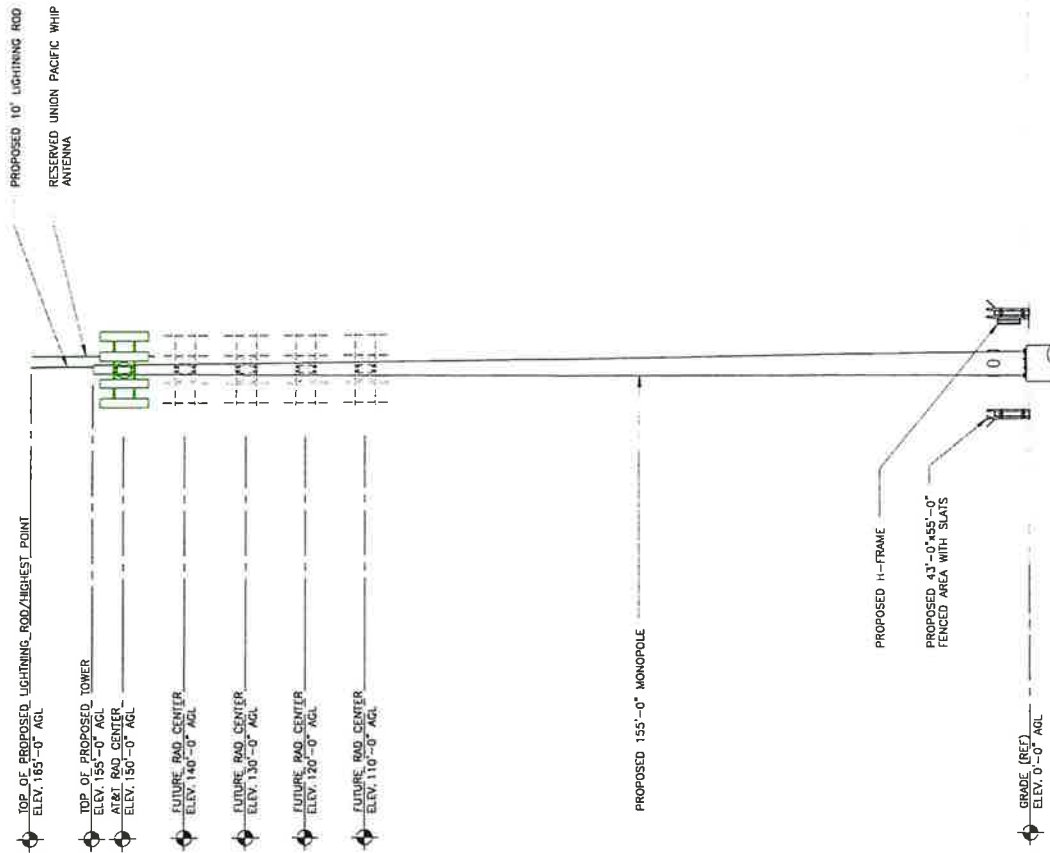
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

* I HEREBY CERTIFY THAT THESE PLANS, SPECIFICATIONS, AND DRAWINGS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME
 BEN HULSE
 SITE ADDRESS
 TED KIPF ROAD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 TOWER
 ELEVATION

SHEET NUMBER
 A-1



TOWER ELEVATION

SCALE: 1"=20'-0" (11/11/17)
 (OR) 1"=22'-0" (12/14/14)

1

EEC ORIGINAL PKG

PC ORIGINAL PKG

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PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY:	MN	
CHECKED BY:	RSJM	
REV	DATE	DESCRIPTION
A	10/23/23	PRELIMINARY

THESE CERTIFICATES ARE THE PROPERTY OF THE ARCHITECT. NO PART OF THESE CERTIFICATES SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

SITE NAME
BEN HULSE
SITE ADDRESS
5775 CA-78
BRAUNLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP1

PART 2 - PRODUCTS

- MATERIALS**
 - SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 810 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 583-8000 ANILUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 528-4824
 - ROAD AND SITE MATERIALS SHALL CONFORM TO DOT SPECIFICATIONS FOR ALL MATERIALS. ALL MATERIALS SHALL BE APPROVED BY THE STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION. STANDARD SPECIFICATIONS.
 - SOIL STABILIZER FABRIC SHALL BE MIRAFI - 500K.

PART 3 - EXECUTION

- INSPECTIONS**

LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION**
 - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURN-AROUND AND UNDER GROUND UTILITY EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) FEET DEPTH. UNLESS OTHERWISE INSTRUCTED BY AT&T, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL, WHERE UNSTABILIZED SOIL CONDITIONS ARE ENCOUNTERED, USE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION**
 - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNOAROUND EXCAVATIONS. IN ORDER THAT UNIFORM DISTRIBUTION OF SOILS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADES, OR INDICATED SLOPES.
 - BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - BRING THE ACCESS DRIVE W/ TURNOAROUND TO BASE COURSE ELEVATION TO FACILITATE CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE DRIVE.
 - AVOID CREATING DEPRESSIONS WHERE WATER MAY POOL.
 - THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED.
 - REMOVE EXISTING ACCESS DRIVE, GRADE THE EXISTING DRIVE TO REMOVING ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
 - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT COVER THE AREA AS INDICATED.
 - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
 - APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES.
 - APPLY ENTIRE DITCH FOR SIX (6) FEET IN ALL DIRECTIONS AT CULVERT.
 - APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED.
 - UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED IMMEDIATELY ADJACENT TO SHEET PILE OR EQUIPMENT. IF DESIGN OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
 - IN DITCHES WITH SLOPES GREATER THAN 10:1, MOUND DIMENSIONARY MATERIAL TO A MINIMUM OF ONE (1) FOOT ABOVE THE HEADWALL AT AN ANGLE NO GREATER THAN 60 DEGREES OFF THE DITCH LINE. RIPRAP FEET ABOVE THE CULVERT ENTRANCE.
 - APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL SURFACE AND LOOSEN THE SOIL.
 - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
 - REPAIR GROWTH OF SEEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

PART 1 - GENERAL

- WORK INCLUDED:** SEE SITE PLAN.
- DESCRIPTIONS**

ACCESS DRIVE W/ TURNOAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
- QUALITY ASSURANCE**
 - APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS SEED).
 - APPLY AND MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER.
 - PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
 - SEQUENCING**
 - CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
 - COMPLETELY GRUB THE ACCESS DRIVE W/ TURNOAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION, PLACEMENT OF BACKFILL AND SUB-BASE MATERIAL.
 - CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.
 - BRING THE BASE AND ACCESS DRIVE W/ TURNOAROUND TO BASE COURSE ELEVATION.
 - APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
 - GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNOAROUND TO BASE COURSE ELEVATION.
 - REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
 - AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR / CM - CITYSWITCH
SUB-CONTRACTOR - PER TRADE
OWNER - AT&T WIRELESS
- SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
- ANY MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL DOCUMENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
- CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
- SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON DRAWINGS SHALL BE VERIFIED PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ANY UTILITIES DAMAGED DURING THE COURSE OF CONSTRUCTION AND COORDINATE ANY REPAIRS WITH UTILITY COMPANY.
- N/A
- N/A
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS, AS ORIGINAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

SITE WORK:

- EARTHWORK AND DRAINAGE**
- MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.**
 - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER**
 - LANDSCAPING WARRANTY STATEMENT.**

SUB-CONTRACTOR'S SCOPE OF WORK

- PROTECTION OF EXISTING TREES, VEGETATION AND LANDSCAPING MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES, DESIGNATED TREES, AND SITE IMPROVEMENTS.
- TOPSOIL STORAGE AND STOCKPILING.
- BENCHMARKS AND MONUMENTS.

QUALITY ASSURANCE

- SUB-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE SUB-CONTRACTOR AT NO EXPENSE TO THE OWNER.
- MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND ON PAVEMENT, AND DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE SUB-CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB-CONTRACTORS EXPENSE.

GENERAL NOTES:

- FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR / CM - CITYSWITCH
SUB-CONTRACTOR - PER TRADE
OWNER - AT&T WIRELESS
- SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
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- THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL DOCUMENT & PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
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- N/A
- N/A
- SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS, AS ORIGINAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

SITE WORK:

- EARTHWORK AND DRAINAGE**
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- TOPSOIL STORAGE AND STOCKPILING.
- BENCHMARKS AND MONUMENTS.

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- SUB-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE SUB-CONTRACTOR AT NO EXPENSE TO THE OWNER.
- MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND ON PAVEMENT, AND DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE SUB-CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB-CONTRACTORS EXPENSE.

PC ORIGINAL PKG

EFC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/23/23	PRELIMINARY

*REBAR CERTIFY THAT THESE REBAR ARE PREPARED BY A/C UNDER A DIRECT CONTRACT WITH THE ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

SITE NAME
SITE ADDRESS
SITE ADDRESS
5775 CA-78
BRAVLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP3

PART 2 - PRODUCTS

1. REINFORCEMENT MATERIALS
 - A. REINFORCEMENT STEEL, ASTM A615, 60KSI YIELD GRADE, REINFORCING STEEL RODS, PLAIN FINISH.
 - B. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE, IN FLAT SHEETS, PLAIN FINISH.
 - C. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS, SIZED AND SHAPED FOR SUPPORTS OF REINFORCING.
 - D. FABRICATE CONCRETE REINFORCING IN ACCORDANCE WITH ACI 315, AND ACI 318, AND ASTM A185.
2. CONCRETE MATERIALS
 - A. CEMENT: ASTM C150, PORTLAND TYPE.
 - B. FINE AND COURSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHODS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.
 - C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.
 - D. AIR ENTRAINING ADMIXTURE: ASTM C260.
 - E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.
 - F. NON-SHRINK GROUT: PREMIKED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING AGENTS.
3. CONCRETE MIX
 - A. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
 - B. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, A.I.T. 3.
 - C. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER F4 SHALL BE SATISFIED BASED ON THE CONDITIONS EXPECTED AT THE SITE. PROVIDE CONCRETE AS FOLLOWS:
 1. SLUMP : 3 INCHES
 2. SLUMP : 3 INCHES.

PART 3 - EXECUTION

- EXAMINATION AND PREPARATION:
1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.
- ERECTION:
1. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
 2. CONCRETE REINFORCING SHALL BE PERFORMED ON CROWN CASTLE USA, INC TOWERS. ALL OTHER WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY AWS D1.7 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
 3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT.
 4. AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS).
- FIELD QUALITY CONTROL:
1. FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS AND BOLT / NUT TORQUE .

CONCRETE:

- PART 1 - GENERAL**
1. WORK INCLUDES FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.
- 2. INSPECTIONS**
- A. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR THE SCOPE OF WORK BEING PERFORMED.
 - B. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE AT&TWIRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
 - C. THE AT&TWIRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.
- 3. QUALITY ASSURANCE**
- A. CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.
 - B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A184.
 - C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.
- 4. SUBMITTALS**
- A. CONCRETE MIX DESIGN AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY AT&TWIRELESS CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN EH FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BULKLINE DRAWINGS FOR REINFORCING STEEL.

3. PLACING CONCRETE
 - A. VIBRATE ALL CONCRETE.
 - B. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WINTER POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.
4. CURING
 - A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.
 - B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
 - C. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
 - D. FIELD QUALITY CONTROL.
 - A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-38.
 - B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING COLD WEATHER PERIODS, BASED ON JOB SITE UNDER THE SAME CONDITIONS AS THE CONCRETE IT REPRESENTS.
 - C. SUBMIT ONE (1) SLUMP TEST - TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.
 - E. DEFECTIVE CONCRETE

5. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING OF 42,000 AIC.
6. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY AT&TWIRELESS FOR BTS CABINET.
7. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
8. PROVIDE AT&TWIRELESS WITH ONE SET OF COMPLETE ELECTRICAL "AS-BUILT" DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.
9. ALL SINGLE-PHASE SELF-CONTAINED METER CONNECTION DEVICES MUST INCLUDE BOTH A METER AND A METER SOCKET. METER CONNECTIONS WILL NOT BE INTERRUPTED WHEN A METER IS REMOVED FROM THE SOCKET.
10. ALL EQUIPMENT PUNCH OUTS AND CONDUITS (USED AND SPARE) TO BE RODENT PROOFED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.
11. NO SPOOLS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.
12. CONTRACTOR TO PROVIDE 2 PHENOLIC LABELS AT METER ONE TO IDENTIFY AT&TWIRELESS DISCONNECT AND THE OTHER TO GIVE THE SITE ADDRESS.
13. ALL CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE DRAWINGS SHALL BE NEW AND UNUSED, OF CURRENT MANUFACTURE AND OF THE HIGHEST GRADE.

- GENERAL ELECTRICAL NOTES:**
1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH AT&TWIRELESS SPECIFICATIONS.
 2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ENGINEER LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.
 3. ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NFPA, AND "UL" LISTED.
 4. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED PER THE NEC, AND ALL APPLICABLE LOCAL CODES.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPERTY OF PROJECT MANAGER AND IS TO BE USED ONLY FOR THE PROJECT AND SITE IDENTIFIED HEREIN. NO PART OF THESE DOCUMENTS IS 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 PROJECT MANAGER.

PC ORIGINAL PKG

GENERAL ELECTRICAL NOTES (CONTINUED):

14. ALL EQUIPMENT, MATERIAL AND THE INSTALLATION METHODS SPECIFIED ON THE PROJECT DRAWINGS SHALL BE DESIGNED AND FABRICATED IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS, AND APPROPRIATE INDUSTRIAL CONSENSUS STANDARDS. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST AT&T WIRELESS SPECIFICATIONS AND REQUIREMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST AT&T WIRELESS SPECIFICATIONS AND REQUIREMENTS.
15. ALL ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FURNISHED SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND SPECIFICATIONS. ALL EQUIPMENT SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND SPECIFICATIONS.
16. NOTIFY OWNER IN WRITING OF ALL DISCREPANCIES BETWEEN DRAWINGS AND SPECIFICATIONS AND FIELD INSTALLATIONS, OR IF THE VISUAL INSPECTIONS SHOW DAMAGE OR IMPROPER INSTALLATION.
17. THE EQUIPMENT AND MATERIALS SHALL BE FURNISHED AND INSTALLED TO OPERATE SAFELY AND CONTINUOUSLY WITH NO PROTECTION FROM THE WEATHER.
18. ELECTRICAL WORK REPRESENTED ON THE PROJECT DRAWINGS IS SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS AND ELEVATIONS OF ELECTRICAL EQUIPMENT SHALL BE DETERMINED IN THE FIELD AND VERIFIED WITH THE OWNER'S REPRESENTATIVE.
19. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
20. PROVIDE MOLDED CASE BOLT ON THERMAL MAGNETIC TRIP SINGLE OR THREE POLE CIRCUIT BREAKERS. MULTIPLE POLE CIRCUIT BREAKERS SHALL BE SINGLE HANDLE COMMON TRIP SHORT CIRCUIT INTERRUPTING RATING SHALL BE AS REQUIRED FOR AVAILABLE FAULT CURRENT. ALL SHORT CIRCUIT INTERRUPTING RATING SHALL BE EQUAL TO OR GREATER THAN THAT SHOWN ON THE PROJECT DRAWINGS.
21. CONTRACTOR SHALL PERFORM ALL EXCAVATION, TRENCHING, UNDERGROUND WORK IN ACCORDANCE WITH THE PROJECT DRAWINGS. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF UNDERGROUND UTILITIES AND GROUND WITH THE FOUNDATION INSTALLATION. HAND DIGGING WILL BE PROVIDED IN THE COMPOUND ONLY.
22. CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS FOR EQUIPMENT INSTALLED AS PART OF THIS PROJECT. SUPPORTS SHALL CONSIST OF GALVANIZED STEEL FRAMES, PLATES, BRACKETS, RACKS, SCREWS OR BY WELDING TO PROVIDE RIGID SUPPORT.
23. CONTRACTOR SHALL CALL THE APPROPRIATE UTILITIES PROTECTION SERVICE BEFORE ANY UNDERGROUND WORK IS PERFORMED, SUCH AS TRENCHING, EXCAVATING, AND DRIVING GROUNDING RODS.
24. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENTLY ENGRAVED LAMINATED PHENOLIC NAMEPLATES. (MINIMUM LETTER HEIGHT SHALL BE 1/2") NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS AND AS PER AIR-TERMINAL SPECIFICATIONS.

GENERAL RACEWAY NOTES:

1. CONDUIT AND CONDUIT FITTINGS SHALL MEET ANSI AND NEC STANDARDS FOR MATERIAL AND WORKMANSHIP AND SHALL BE UL LISTED.
2. RIGID STEEL CONDUIT SHALL CONFORM TO ANSI C801 AND REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE STANDARD WEIGHT. RIGID STEEL CONDUIT SHALL BE GALVANIZED AND PROTECTED WITH A PROTECTIVE ZINC COATING. COUPLING ELBOWS AND BENDS SHALL MEET THESE SAME REQUIREMENTS. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.
3. RIGID CONDUIT (FOR USE BEHIND WALLS OR ABOVE SUSPENDED CEILING ONLY). ELECTRIC METALLIC TUBING SHALL CONFORM TO ANSI C803 AND THE REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE PROTECTED ON EXTERIOR WITH A ZINC COATING AND GALVANIZED. FITTINGS SHALL BE ZINC COATED STEEL.
4. MINIMUM CONDUIT SIZE SHALL BE 3/4". SIZES NOT SHOWN ON DRAWINGS SHALL BE PER NEC.

GENERAL GROUNDING NOTES:

1. ALL WORK SHALL COMPLY WITH THE LATEST AT&T WIRELESS GROUNDING SPECIFICATIONS AND REQUIREMENTS.
2. ALL METALLIC COMPONENTS ON THE SITE MUST BE GROUNDED TO THE GROUND RING. THIS INCLUDES STEEL CONDUITS USED TO DELIVER THE TELCO AND POWER UTILITY UTILITIES OR CONTRACTORS TO THE VARIOUS CABINETS.
3. ALL GROUND LEADS ABOVE GRADE SHALL BE INSTALLED IN 1/2" SIZE TIGHT.
4. WHEN EARTH RESISTANCE TEST INDICATES THAT THE SOIL IS ABOVE MINIMUM ALLOWABLE RESISTANCE, THAN THE CONTRACTOR SHALL ESTIMATE THE TYPE, NUMBER AND LOCATION OF RODS TO BE INSTALLED. CONTRACTOR SHALL ALSO CONSIDER COMPANY'S TEST PROCEDURES FOR IMPROVING EARTH RESISTANCE AT THE SITE BY METHODS INDICATED BELOW:

RAILROADS:

- A. USE MULTIPLE RODS
 - B. LENGTHEN THE EARTH ELECTRODE
 - C. TREAT THE SOIL
 - D. USE CHEMICAL RODS
5. THE CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN FIVE (5) OHMS PER AIR-TERMINAL SPECIFICATIONS.
6. RUN ALL GROUND WIRES IN AN ORGANIZED MANNER, AVOID CROSSING OF WIRES WHEREVER POSSIBLE, DO NOT RUN WIRES OVER CONCRETE SLAB.
7. INSTALL ALL GROUND WIRES IN A DOWNWARD SLOPE FOR MAXIMUM LIGHTNING PROTECTION.
8. MAINTAIN ALL MINIMUM BENDING RADI OF THE GROUNDING WIRES.
9. DO NOT REMOVE MORE INSULATION FROM THE GROUNDING INSULATION IS REMOVED, THE CONNECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL BE CORRECTED PER THE AIR-TERMINAL REPRESENTATIVE'S DIRECTION.
10. DOWN LEAD FOR ANTENNA SECTORS MUST BE CONNECTED DIRECTLY TO THE GROUND RING.
11. ALL BASE TRANSEIVER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE INTERNATIONAL ELECTRICAL CODE (NEC), AND THE LATEST EDITION OF LIGHTNING PROTECTION CODE NFPA 780 AND AT&T WIRELESS STANDARDS.
12. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECTING MEANS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRIC CODE, IN ACCORDANCE WITH ANY LOCAL CODE.
13. ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CABLEWELD PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE SPLICES (TEES, X'S, ETC.) ALL CABLE CONNECTIONS TO GROUND RODS, GROUND ROD SPLICES, AND LIGHTNING PROTECTION SYSTEM ASSETS (SPLICES, ETC.) SHALL BE BY CABLEWELD AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.
14. ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED USING TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTORS FOR #2 AND #0 AWG INSULATED COPPER CONDUIT.
15. ALL GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND, THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND BETTS KOPR-SHIELD (TM OF JET LUBE, INC.). THERE IS NO EQUIVALENT FOR THIS COMPOUND. ALL WIRE SURFACES SHALL BE CLEANED AND ALL WIRES BEFORE LUGGING. COAT ALL SURFACES BEFORE CONNECTING.
16. ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL FASTENERS SHALL BE FIELD APPLIED. ALL CONNECTIONS MODIFIED TO ENSURE PROPER CONTACT PRIOR TO CABLEWELD. GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL SLAG FROM CABLEWELD MUST BE REMOVED AND WELD SHALL BE SPRAYED WITH COLD GALVANIZING AFTER COMPLETION.

GENERAL GROUNDING NOTES (CONTINUED):

17. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
 - PLASTIC CLIPS
 - STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
 - FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
18. ALL GROUNDING CONDUCTORS SHALL BE BARE UNLESS OTHERWISE SPECIFIED. CONDUCTORS MAY BE EITHER CR AS INDICATED ON THE DRAWINGS.
 - BARE TINNED SOLID COPPER WIRE
 - THIN-INSULATED, CONTINUOUS GREEN COLOR, SOLID COPPER WIRE
 - THIN-INSULATED, CONTINUOUS GREEN COLOR STRANDED COPPER WIRE

- A. THE UNDERGROUND GROUND RING SHALL HAVE A #2 AWG BARE TINNED SOLID COPPER WIRE.
 - B. #2 THIN SHALL BE STRANDED COPPER WITH GREEN THIN INSULATION SUITABLE FOR WET INSTALLATION (OR SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUNDING RING)
 - C. #2 BARE TINNED COPPER SHALL BE SOLID, ALL BURED WIRE SHALL MEET THIS CRITERIA INCLUDING INDICATED ON THE DRAWINGS.
- (THE MINIMUM BEND RADIUS IS 8" FOR #6 AWG AND SMALLER, AND 12 INCHES FOR WIRE LARGER THAN #6 AWG)

19. ALL HARDWARE, BOLTS, NUTS, WASHERS, AND LOCK CONNECTION SHALL BE #8 STAINLESS STEEL EXCEPT LOCKWASHER-NUT, IN THAT EXACT ORDER WITH NUT FACING OUTWARD, BACK TO BACK LUGGING SHALL BE (BOLT-FLATWASHER-LUG-FLATWASHER-LUG (BOLT-FLATWASHER-LUG-FLATWASHER-LUG (BOLT-FLATWASHER-LUG-FLATWASHER-LUG). IN THAT EXACT ORDER IS ACCEPTED WHERE NECESSARY TO CONNECT MANY LUGS TO A BUSS BAR. STACKING OF LUGS, BUS-LUG-LUG, IS NOT ACCEPTABLE.
20. THE COMPRESSION GROUND LUG FOR #2 AWG BARE SOLID GROUNDING CONDUCTORS SHALL BE BURNED TYPE VAS3-2TC.
21. THE ANTENNA CABLES SHALL BE GROUNDED AT THE TOP AND BOTTOM OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE BONDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN.
22. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECTING MEANS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRIC CODE, IN ACCORDANCE WITH ANY LOCAL CODE.
23. ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CABLEWELD PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE SPLICES (TEES, X'S, ETC.) ALL CABLE CONNECTIONS TO GROUND RODS, GROUND ROD SPLICES, AND LIGHTNING PROTECTION SYSTEM ASSETS (SPLICES, ETC.) SHALL BE BY CABLEWELD AND INSTALLED PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.
24. ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED USING TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTORS FOR #2 AND #0 AWG INSULATED COPPER CONDUIT.
25. ALL GROUNDING CONNECTIONS, INTERIOR AND EXTERIOR MADE THROUGHOUT THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND, THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND BETTS KOPR-SHIELD (TM OF JET LUBE, INC.). THERE IS NO EQUIVALENT FOR THIS COMPOUND. ALL WIRE SURFACES SHALL BE CLEANED AND ALL WIRES BEFORE LUGGING. COAT ALL SURFACES BEFORE CONNECTING.
26. ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL FASTENERS SHALL BE FIELD APPLIED. ALL CONNECTIONS MODIFIED TO ENSURE PROPER CONTACT PRIOR TO CABLEWELD. GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL SLAG FROM CABLEWELD MUST BE REMOVED AND WELD SHALL BE SPRAYED WITH COLD GALVANIZING AFTER COMPLETION.



WESTCHESTER SERVICES, LLC
 BARRINGTON, IL 60010
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 w@westchester-services.com

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SITE NAME
 BEN HULSE
SITE ADDRESS
 5775 CA-78
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP4

PC ORIGINAL PKG



PRELIMINARY DRAWINGS
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DRAWN BY: _____

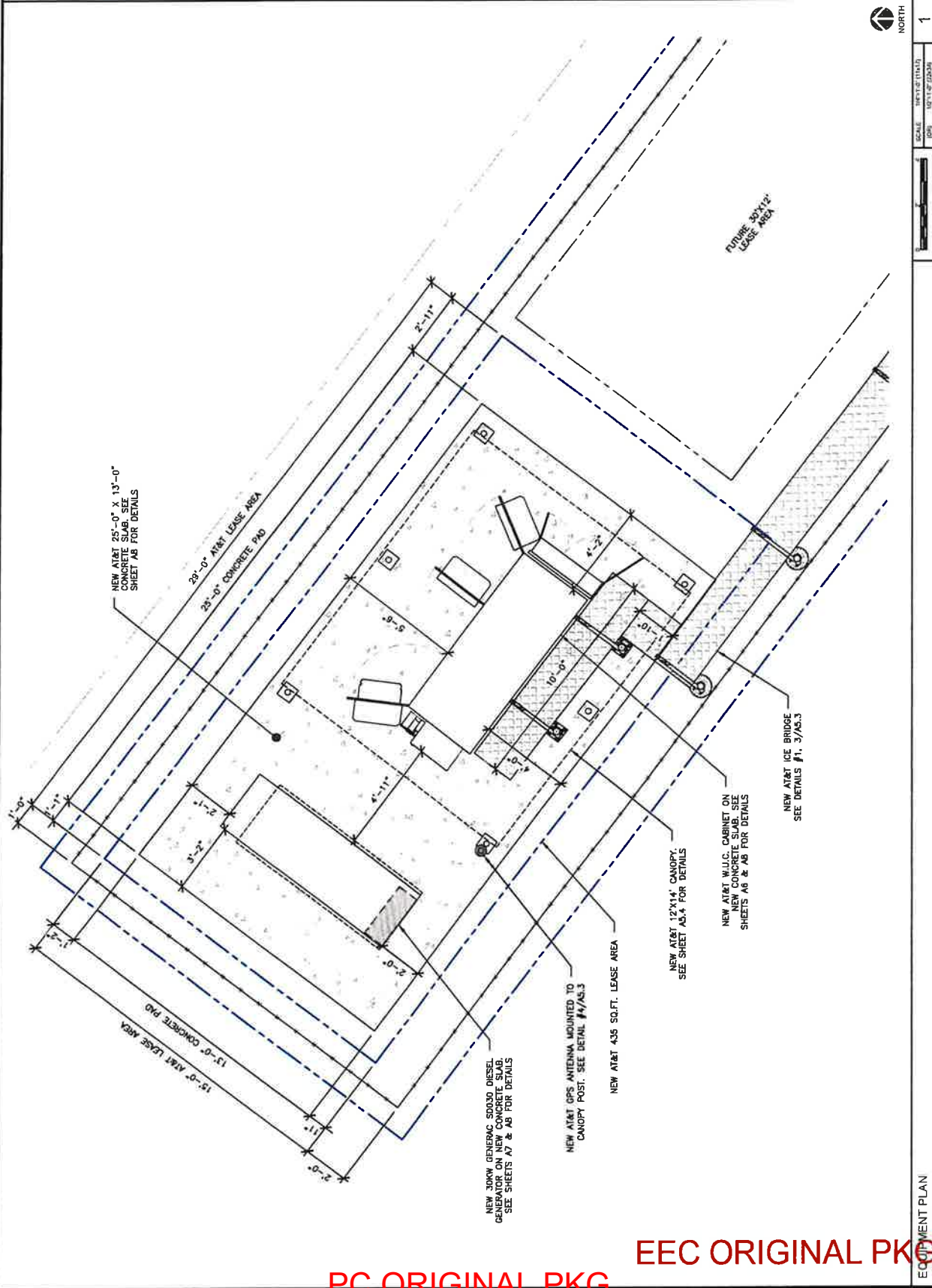
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SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: EQUIPMENT PLAN

SHEET NUMBER: A2



SCALE: 1/8" = 1'-0"



1

EQUIPMENT PLAN

EEC ORIGINAL PKG
PC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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info@westchester-services.com
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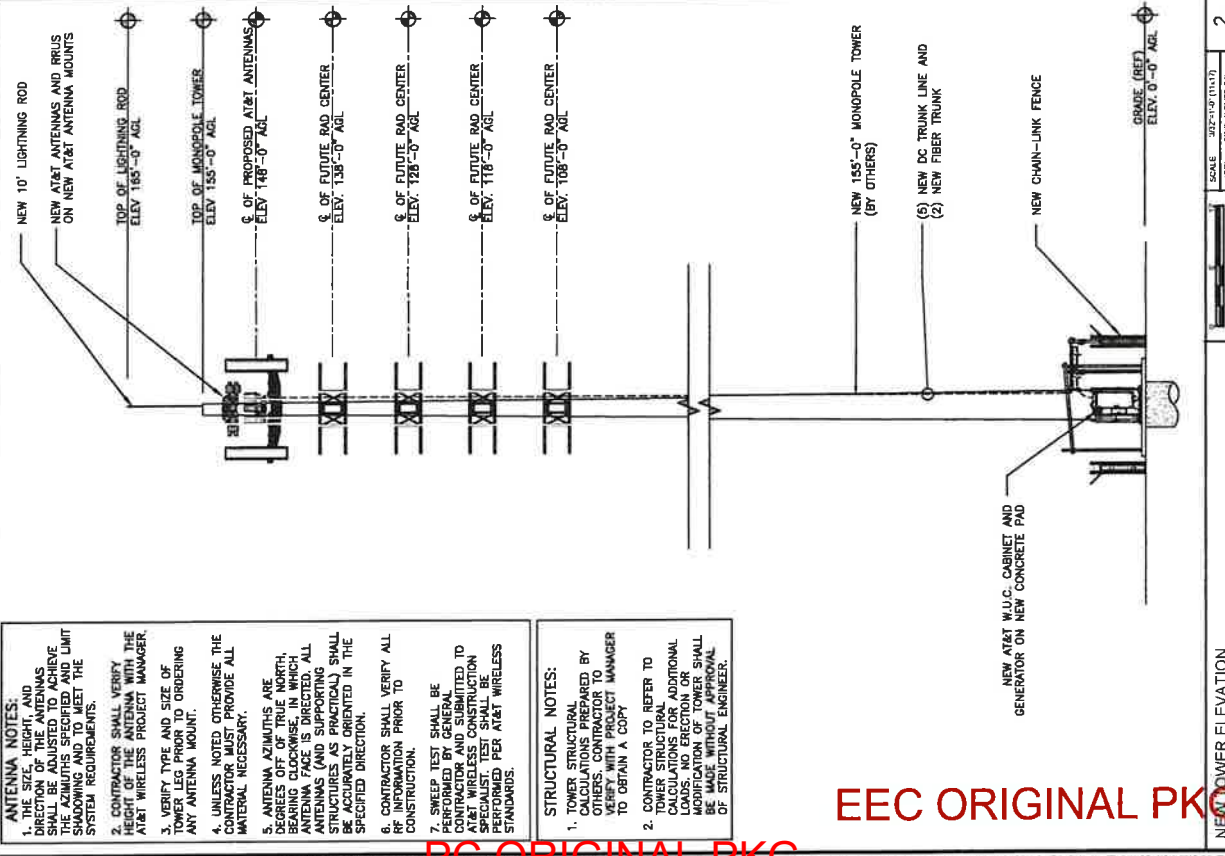
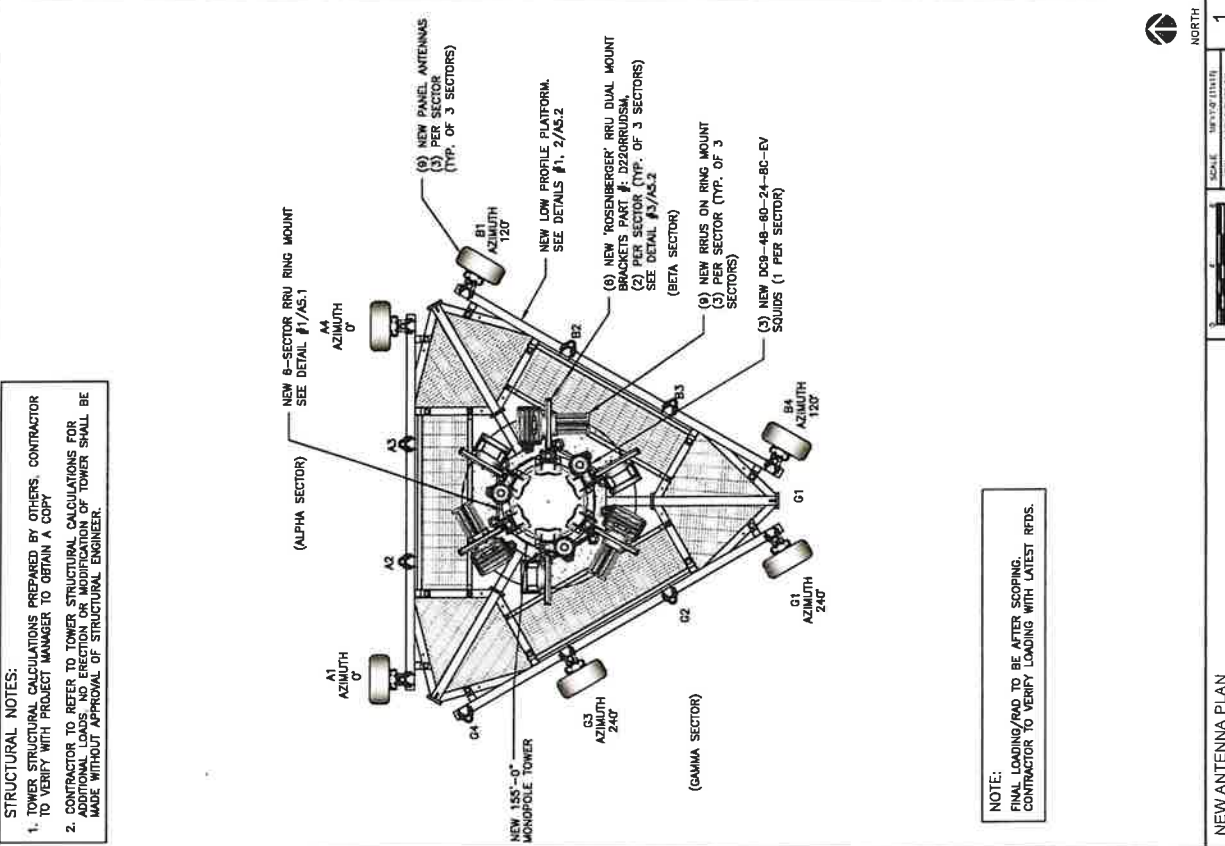
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SITE NAME: BEN HUI SE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: **TOWER ELEVATION & ANTENNA PLAN**

SHEET NUMBER: **A3**



PC ORIGINAL PKG

EEC ORIGINAL PKG

WESTCHESTER SERVICES LLC
 64 FOX VALLEY BLVD
 BAYVIEW, CA 94022
 TELEPHONE: 415.771.8070
 FAX: 415.771.8880
 at@westchesterservices.com

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REV. DATE DESCRIPTION
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3. THESE CABLES MUST BE INSTALLED AS PER THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE ARCHITECT UNDER THE DIRECT SUPERVISION OF A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME: BEN HULSE
 SITE ADDRESS: 5775 CA-78
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE: SCHEDULE & CABLE NOTES
 SHEET NUMBER: A4

SECTOR	POS	TECH	ANTENNA	ANTENNA H/ HEIGHT	AZ	TWA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	LTE 700/1900/AWS	COMMSCOPE NNH4-65C-RBH4 (N)	148'-0" ASL	0°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON B843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	-	-	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	-	-	-	-
	3	-	-	-	-	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	-	-	-	-
B	1	UMTS 700	COMMSCOPE NNH4-65C-RBH4 (N)	148'-0" ASL	120°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON B843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	-	-	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	-	-	-	-
	3	-	-	-	-	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	-	-	-	-
C	1	LTE 700/1900/AWS	COMMSCOPE NNH4-65C-RBH4 (N)	148'-0" ASL	240°	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON B843 B2/B66A (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-60-24-8C-EV (N) FULL SQUID* *ON ANTENNA ARM	(1) 24 PAIR FIBER (N) DC (SHARED WITH A1/B1)	225'	0
	2	-	-	-	-	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	-	-	-	-
	3	-	-	-	-	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	-	-	-	-

NEW ANTENNA CONFIGURATION AND CABLE SCHEDULE BASED ON RFDS DATES 09/28/2022

IN = NEW
 EX = EXISTING
 RE = EXISTING RELOCATED
 IM = MECHANICAL

* INCLUDES SAFETY FACTOR OF 20 FT. (00 FT. AT BOTH ENDS OF CABLE RUN)
 CONTRACTOR TO VERIFY RF DATA WITH AT&T WIRELESS CONSTRUCTION MANAGER AND/OR RF ENGINEER PRIOR TO INSTALLATION

Site Fiber Color Code Chart

Sector	Fiber Cable Pair #	Tape Band Color	Function
Sector A	1	Red	LTE-700-A-RBH-A1
	2	Orange	LTE-AWS-A-RBH-A2
	3	Yellow	LTE/UMTS-850/1900-A-RBH-A3
	4	Green	Sector A Spare
Sector B	5	Blue	LTE-700-B-RBH-B1
	6	Orange	LTE-AWS-B-RBH-B2
	7	Yellow	LTE/UMTS-850/1900-B-RBH-B3
	8	Green	Sector B Spare
Sector C	9	Green	LTE-700-C-RBH-C1
	10	Orange	LTE-AWS-C-RBH-C2
	11	Yellow	LTE/UMTS-850/1900-C-RBH-C3
	12	Green	Sector C Spare

Legend: = No Tape Band

- CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.
 - CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.
 - CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).
- NOTES: SCALE: N.T.S. 3
- CABLE MARKING LOCATIONS TABLE
- | NO | LOCATIONS |
|----|---|
| 1 | EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS. |
| 2 | EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING. |
| 3 | CABLE ENTRY POINT ON THE INTERIOR OF THE SHELTER. |
| 4 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
| 5 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
- THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
- THE STANDARD IS BASED ON EIGHT COLORED TAPES-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE IDENTIFIABLE TO THE ALL TAPE SHALL BE INSTALLED USING A MINIMUM OF (3) THREE WRAPS OF TAPE AND SHALL BE NEATLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
- USING COLOR BANDS ON THE CABLES, MARK ALL BOTTOM JUMPERS AND MAIN COAX NUMBER AS SHOWN ON "CABLE COLOR CHART".
- IF AN EXISTING COAXIAL LINE THAT IS IDENTIFIED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE ABSENCE OF AN EXISTING COLOR CODING AND TAPING SCHEME, THE GUIDELINE SHALL BE IMPLEMENTED AT THAT TIME WHEN INSTALLING PROPOSED COAXIAL CABLES, REGARDLESS OF TECHNOLOGY.
- ALL COLOR BANDS INSTALLED AT THE TOP OF THE CABLE SHALL BE A MINIMUM OF 3" WIDE, AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.
- IF COLOR CODES SHALL BE INSTALLED SO AS TO AVOID INTERFERENCE WITH ONE ANOTHER FROM SIDE-TO-SIDE.
- IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT IDENTIFIED TO BE REUSED OR SHARED WITH THE SAME, THEY SHALL REMAIN UNTOUCHED.



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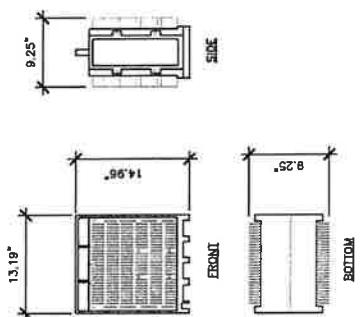
MANUFACTURER: COMSCOPE
MODEL NO.: N95H-80C-R94H
WEIGHT: 106.7 LBS
BAND: MULTI-BAND
POLARIZATION: DUAL
FREQUENCIES: 1865-2320MHz
CONNECTOR: 12 X 4.3-10
DIN-159

SITE NAME: BEN HUI SE
SITE ADDRESS: 5775 CA-78
BRAMLEY, CA 92227
IMPERIAL COUNTY

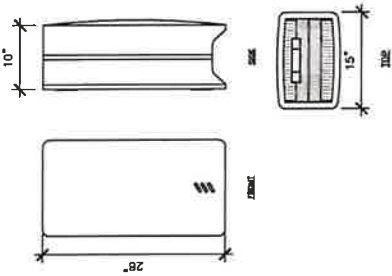
SHEET TITLE: ANTENNA, RRU & RAYCAP DETAILS

SHEET NUMBER: A5

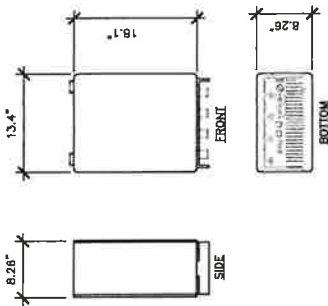
ERISSON RRUS 8043 RZ 8060A
DIMENSIONS, HWWD: 14.96" X 13.19" X 9.25"
WEIGHT, WITHOUT MOUNTING KIT: 70 LBS (31.751 KG)



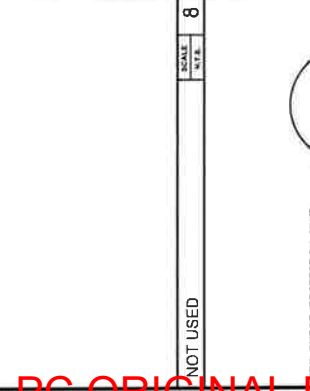
ERISSON RRUS 4448
DIMENSIONS, HWWD: 26" X 15" X 10"
WEIGHT, WITHOUT MOUNTING KIT: 85 lbs



ERISSON RRUS 4470 B14
DIMENSIONS, HWWD: 18.1" X 13.4" X 8.26"
WEIGHT, WITHOUT MOUNTING KIT: 27 KG (59.4 LBS)
STACKING OF RRUS IS NOT PERMITTED.
NO PAINTING OF RRUS IS ALLOWED.



NOT USED



RRU DETAIL

SCALE: N.T.S.

2

RRU DETAIL

SCALE: N.T.S.

4

RRU DETAIL

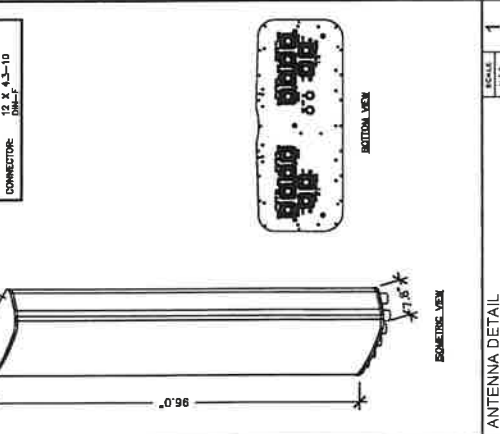
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6

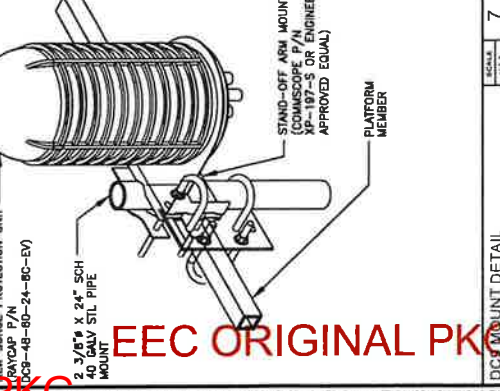
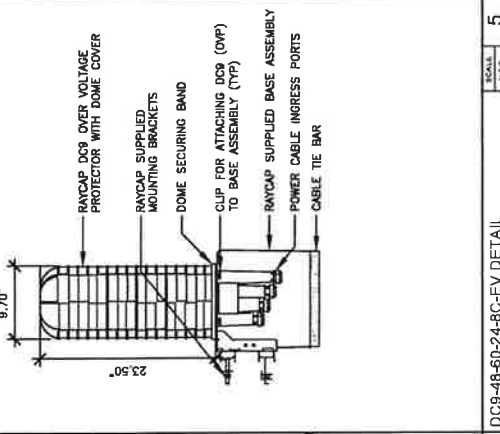
RRU DETAIL

SCALE: N.T.S.

8



NOT USED



ANTENNA DETAIL

SCALE: N.T.S.

1

NOT USED

DC9-48-80-24-8C-EV DETAIL

SCALE: N.T.S.

5

DC9-48-80-24-8C-EV DETAIL

SCALE: N.T.S.

7

PC ORIGINAL PKG EEC ORIGINAL PKG



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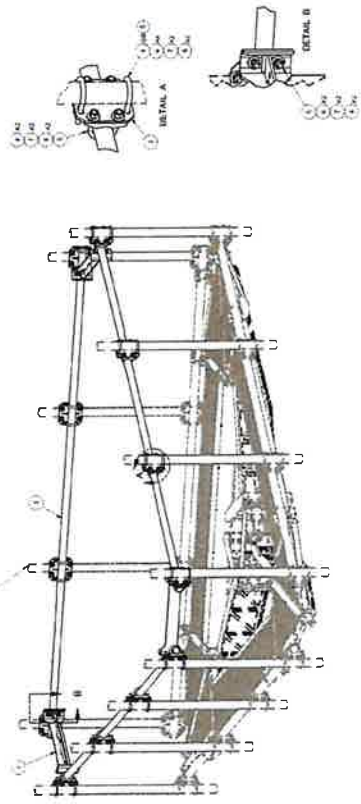
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BEN HULSE
SITE ADDRESS
5755 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
DETAILS

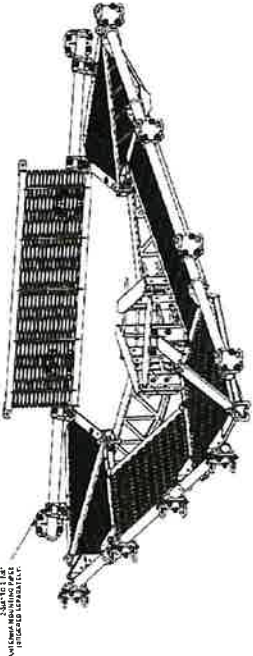
SHEET NUMBER
A5.2

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
2	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
3	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
4	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
5	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
6	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
7	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
8	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
9	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
10	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
11	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
12	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET



SCALE: N.T.S. 2
F3P-HRK12 HANDRAIL KIT DETAIL

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
2	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
3	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
4	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
5	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
6	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
7	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
8	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
9	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
10	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
11	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
12	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET



SCALE: N.T.S. 1
F3P-12W PLATFORM DETAIL

NOT USED

Product Installation

Rosenberger
Rosenberger Site Solutions, LLC

D220RRUDSM
DUAL RAIL MOUNT

ITEM	DESCRIPTION	QUANTITY	UNIT
1	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
2	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
3	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
4	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
5	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
6	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
7	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
8	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
9	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
10	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
11	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET
12	1" X 4" X 8" STEEL CHANNEL	12	LINEAR FEET

3

SCALE: N.T.S.

F3P-12W PLATFORM DETAIL

MECHANICAL NOTES

1. ALL DIMENSIONS ARE IN INCHES UNLESS OTHERWISE SPECIFIED.

2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

4. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

5. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

6. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

7. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

8. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

9. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

10. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

11. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

12. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE SPECIFIED.

PC ORIGINAL PKG

EEC ORIGINAL PKG

SCALE: N.T.S.



WESTCHESTER SERVICES, INC.
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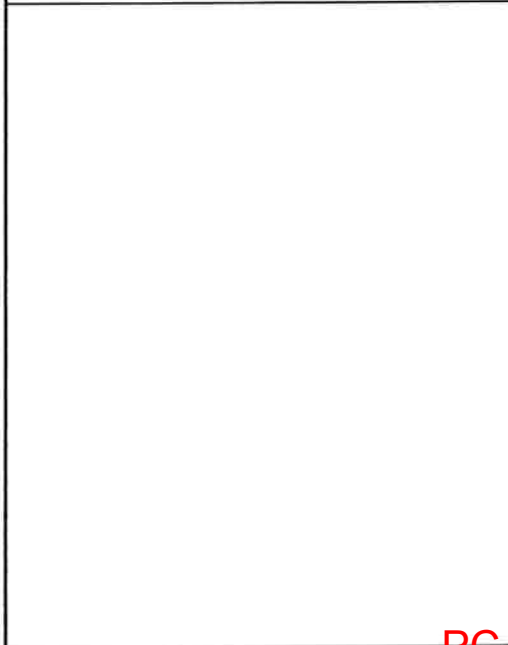
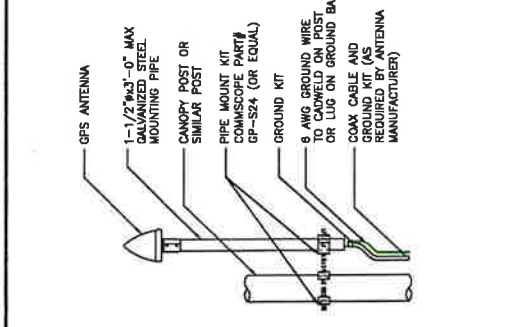
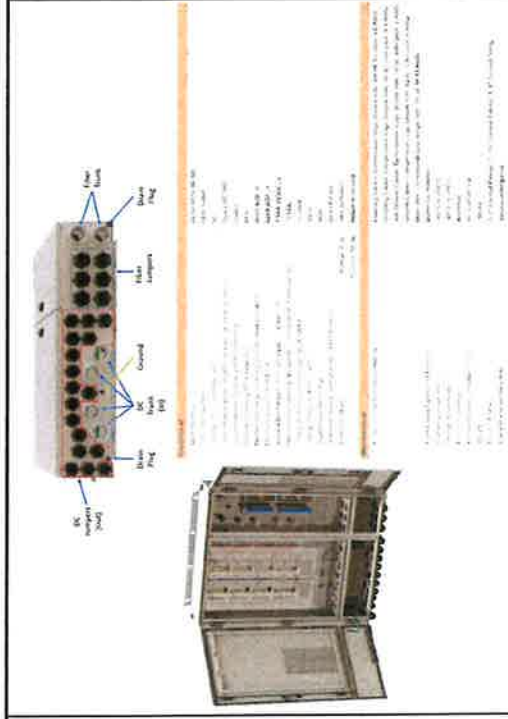
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SITE NAME
 BEN HULSE
 SITE ADDRESS
 5775 CA-78
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
 DETAILS

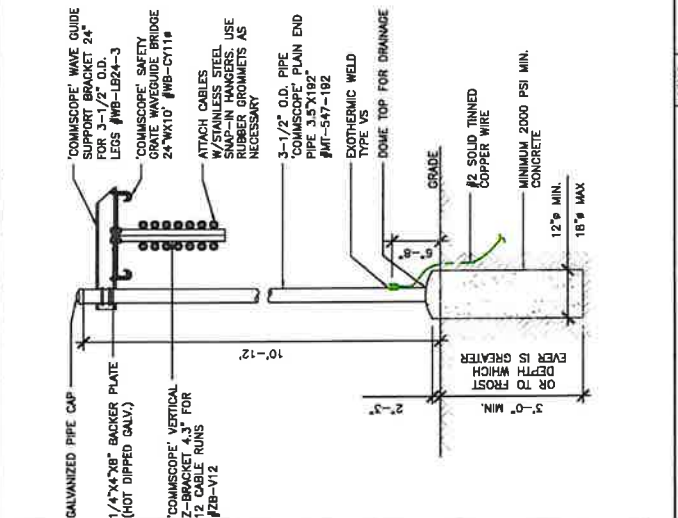
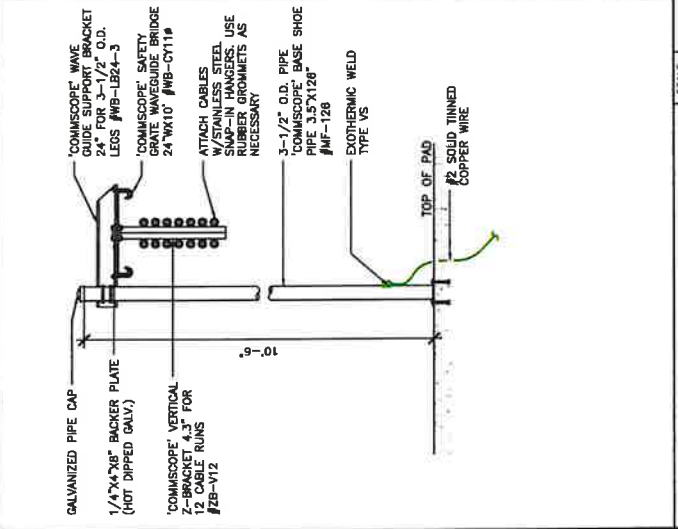
SHEET NUMBER
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DC50-48-60-96-5DF DETAIL SCALE: N.T.S. 2

GPS ANTENNA DETAIL SCALE: N.T.S. 4

GPS ANTENNA DETAIL SCALE: N.T.S. 6



ICE BRIDGE DETAIL ON PAD SCALE: N.T.S. 1

ICE BRIDGE DETAIL SCALE: N.T.S. 3

ICE BRIDGE DETAIL SCALE: N.T.S. 5

PC ORIGINAL PKG

EEC ORIGINAL PKG

NOT USED



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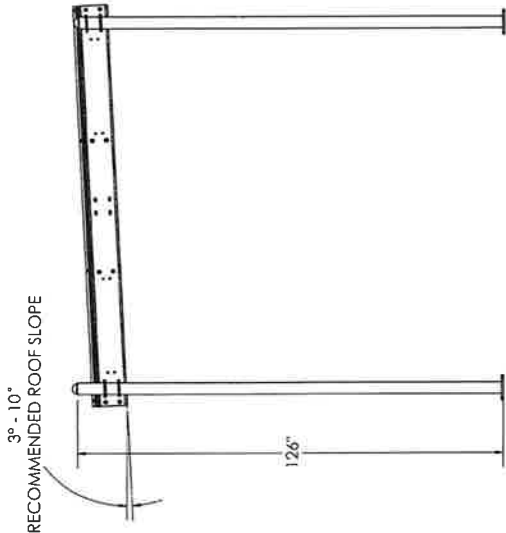
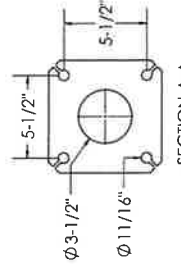
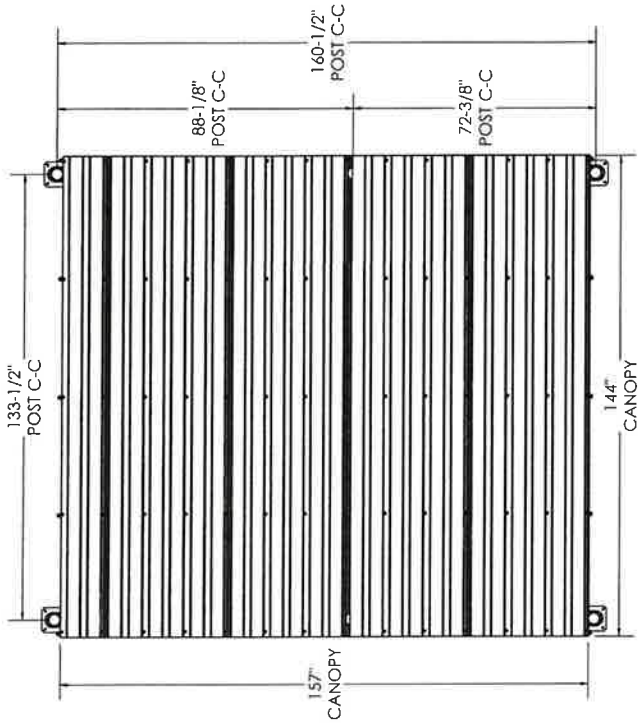
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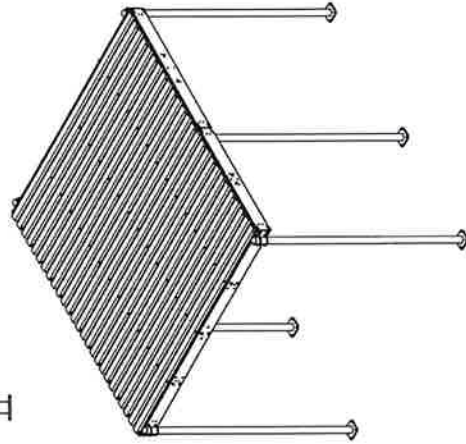
SITE NAME
BEN HULSE
SITE ADDRESS
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
CANOPY DETAILS

SHEET NUMBER
A5.4



ELEVATION VIEW



PV-WC1214-B

6-POST WEATHER CANOPY BASE KIT

WEIGHT: 1904 LBS

BASE ANCHORS AND FOUNDATION NOT INCLUDED

SEE DRAWING WCEQ-ENG-01 FOR ADDITIONAL DETAILS

REV	DATE	DESCRIPTION
0	12/2/21	INITIAL RELEASE
1		D/J/N
2		PV-WC
3		01_Canopies
4		07_Platforms & Canopies



WEATHER CANOPY

DOCUMENT NUMBER

WC1214-ENG-R0

SCALE
N.T.S.

1

PC ORIGINAL PKG

EEC ORIGINAL PKG



**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

DRAWN BY: MN
CHECKED BY: RSM

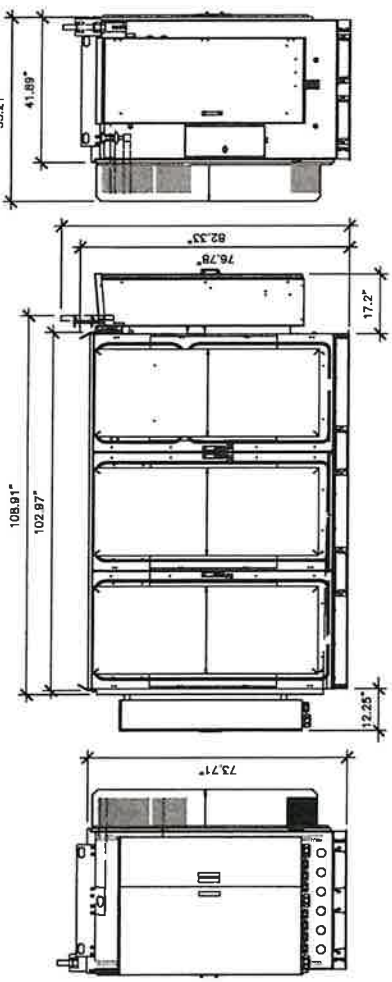
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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AND BELIEF THEY COMPLY WITH ALL CITY AND
STATE ARCHITECTURAL LAWS OF THE STATE OF
CALIFORNIA.

SITE NAME:
BENT HILL
SITE ADDRESS:
5775 CA-78
IMPERIAL COUNTY

SHEET TITLE:
WALK-UP
CABINET DETAILS

SHEET NUMBER:
A6

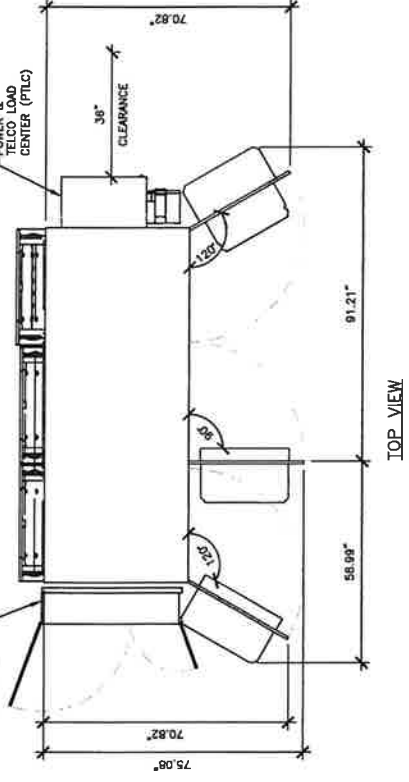


RIGHT VIEW

FRONT VIEW

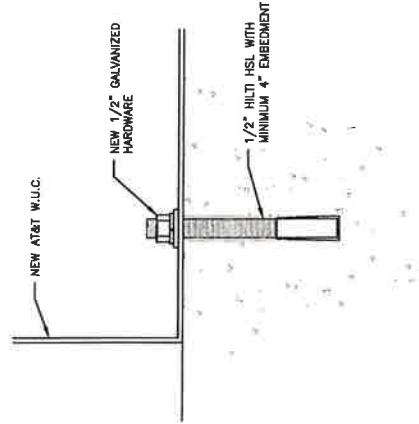
LEFT VIEW

RAYCAP DC50-48-80-98-SOF
SURGE PROTECTION AND FIBER
MANAGEMENT JUNCTION BOX.
SEE DETAIL #2/AS3



CABINET GROUNDING DETAILS

NO SCALE



ANCHOR DETAIL

NO SCALE

1

SPECIFICATIONS:

ENCLOSURE:	VERTIV 3-BAY ENCLOSURE
MODEL #:	F2020030
DIMENSIONS (HxWxD):	82.33" x 102.97" x 53.21"
WEIGHT:	SHIPPING: 1,642 lbs LIFT: 2,842 lbs
LOAD:	ON PWD: 4,442 lbs (incl. BATTERIES & 1,200 lbs CUSTOMER EQUIP)
FINISH:	COOL WHITE

WALK-UP CABINET (W.U.C.) DETAIL

NO SCALE

2

PC ORIGINAL PKG

EEC ORIGINAL PKG

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DESCRIPTION: []

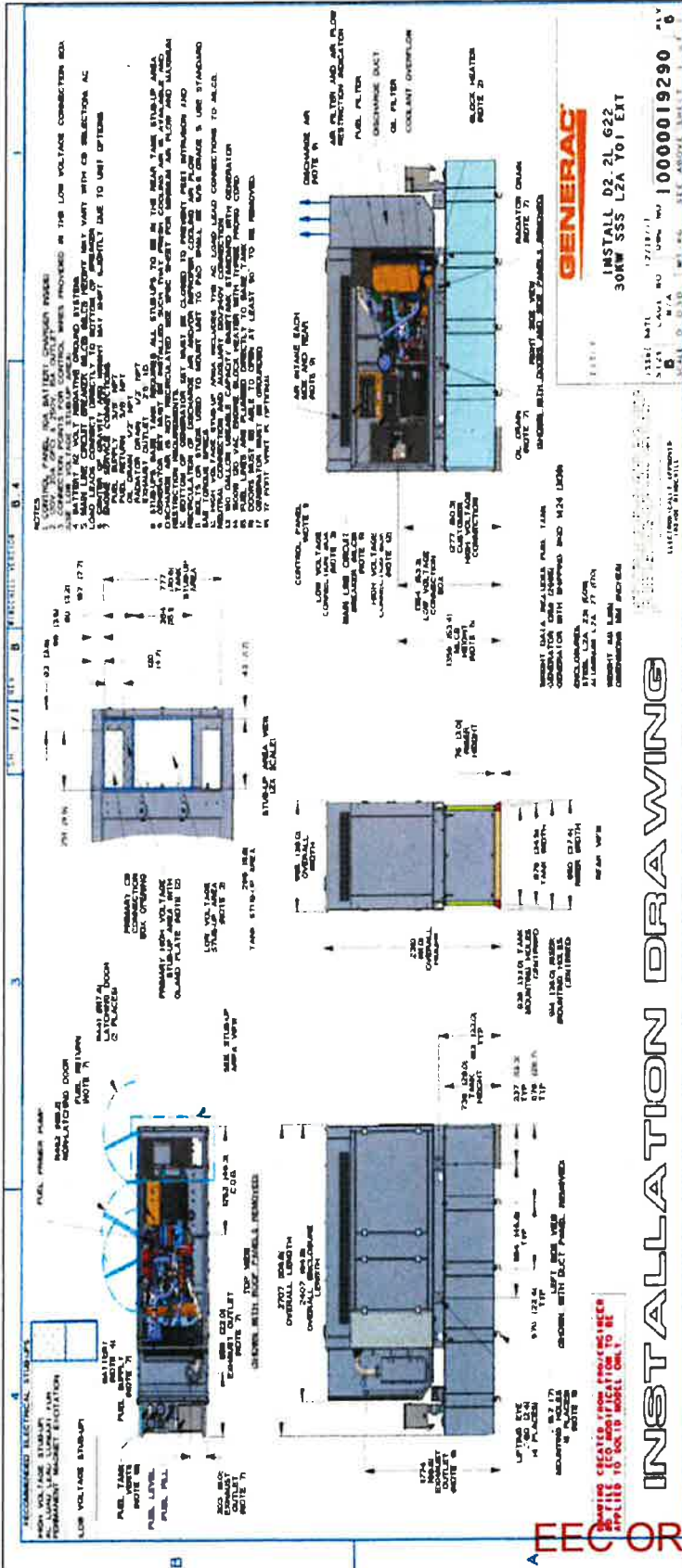
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SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: GENERATOR DETAILS

SHEET NUMBER: A7.2



INSTALLATION DRAWING

PC ORIGINAL PKG

GENERATOR DETAILS

NO SCALE 1

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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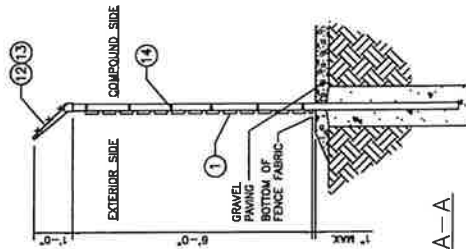
SITE NAME: BEN HULSE
 SITE ADDRESS: 5775 CA-78
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE: FENCE DETAILS

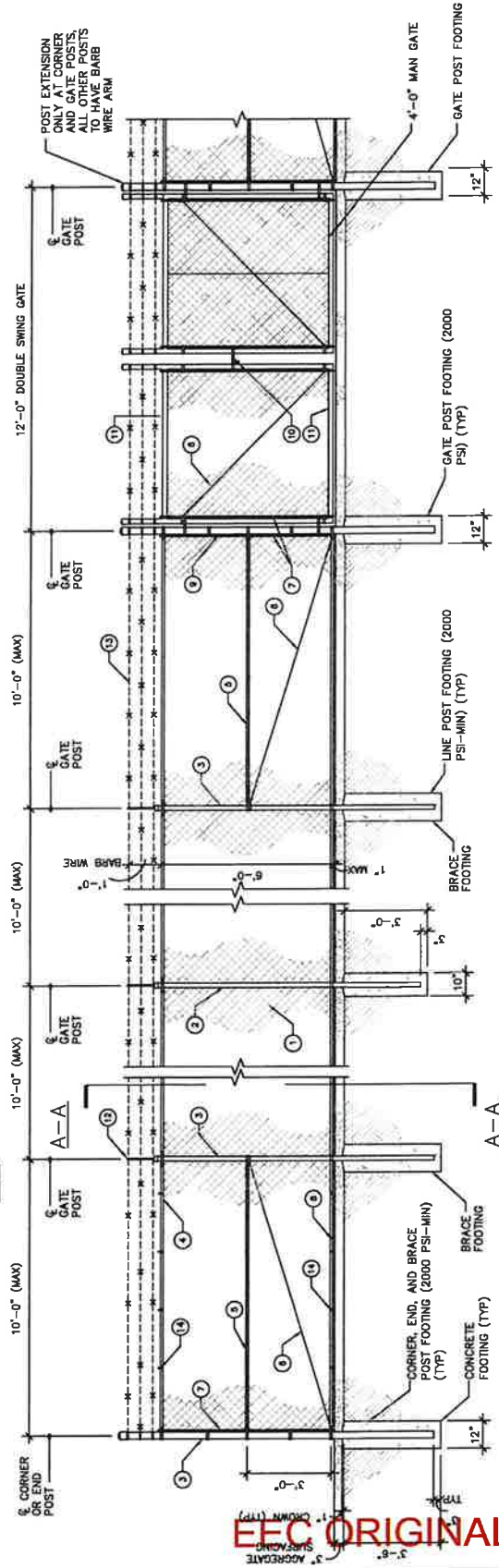
SHEET NUMBER: A9

MATERIAL DESCRIPTION

- 1 CHAIN LINK RESIDENTIAL FABRIC, 1 1/2 GAUGE, 2-1/4" O.D. PIPE, 18 GAUGE (GALVANIZED) PER ASTM-A392, CLASS 2; TWISTED SELVAGE ON TOP, KNUCKLED ON BOTTOM.
- 2 LINE POSTS: 2-1/2" O.D. PIPE, 18 GAUGE (GALVANIZED) PER ASTM-F1083.
- 3 CORNER, END AND BRACE POSTS: 2-7/8" O.D. PIPE, SCHEDULE 40 (GALVANIZED).
- 4 TOP RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED) PER ASTM-F1083.
- 5 BRACE RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED).
- 6 DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
- 7 TENSION BAR: 3/16" X 3/4" GALVANIZED FLAT BAR.
- 8 BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
- 9 GATE POSTS: 2-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 10 COMBINATION PADLOCK ACCORDING TO ALET REQUIREMENTS.
- 11 GATE FRAMES: 1-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 12 BARBED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED). ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
- 13 BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BARBS SPACED 4" APART.
- 14 FABRIC TIES: ALUMINUM BANDS OR WIRES. FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.



SECTION A-A



NO SCALE 1

CHAIN LINK FENCE DETAILS



PRELIMINARY DRAWINGS
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CHECKED BY: RSM

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SITE NAME: BELMONT
SITE ADDRESS: 5775 CA-78
IMPERIAL COUNTY

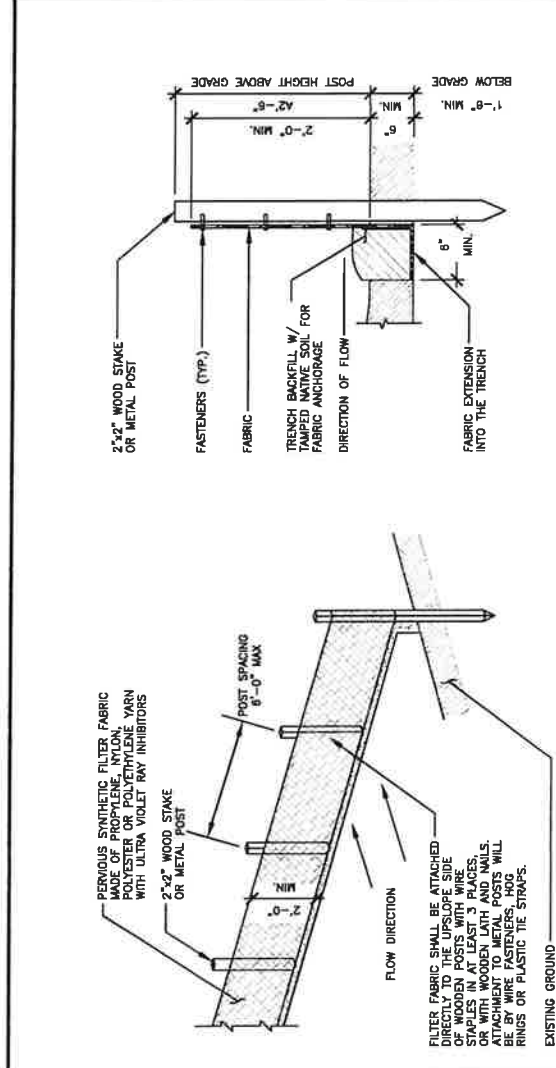
SHEET TITLE: EROSION CONTROL DETAILS

SHEET NUMBER: A11

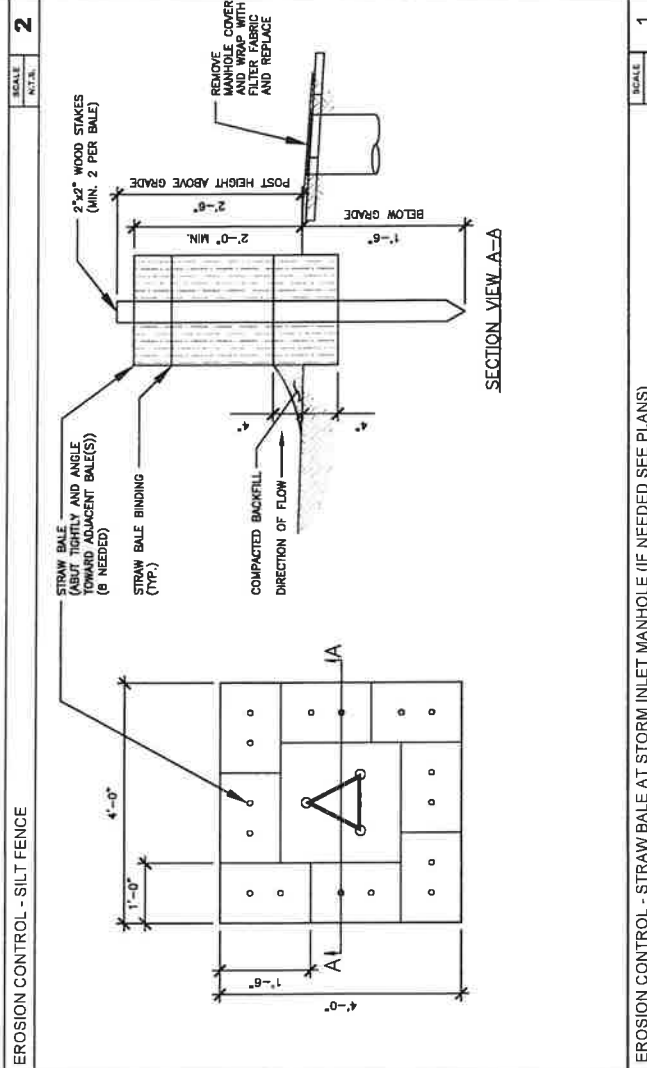
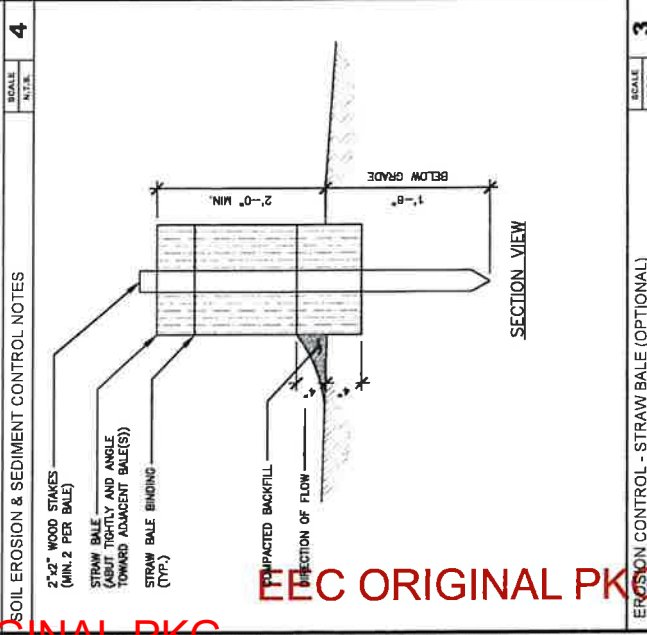
1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS FOR URBAN SOIL EROSION AND SEDIMENT CONTROL, AND THE STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENT CONTROL, OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE PROVIDED AS SHOWN IN THE DRAWINGS. THE FENCE SHALL BE INSPECTED REGULARLY AND AFTER EVERY RAINSTORM THAT MIGHT PRODUCE RUNOFF. DAMAGED OR DEGRADED ITEMS SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION.
3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING.
4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKEWISE SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE.
5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.
6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT.
7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER.
8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED.
9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEEDED WITH AN APPROPRIATE GROUND COVER.
10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY.

1. REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SOIL AND TOPSOIL AT THE COMPLETION OF THE PROJECT

2. SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED



ISOMETRIC VIEW
SECTION VIEW



SOIL EROSION & SEDIMENT CONTROL NOTES

EROSION CONTROL - SILT FENCE

SCALE: N.T.S. 4

SCALE: N.T.S. 2

EROSION CONTROL - STRAW BALE (OPTIONAL)

EROSION CONTROL - STRAW BALE AT STORM INLET MANHOLE (IF NEEDED SEE PLANS)

SCALE: N.T.S. 3

SCALE: N.T.S. 1



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REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

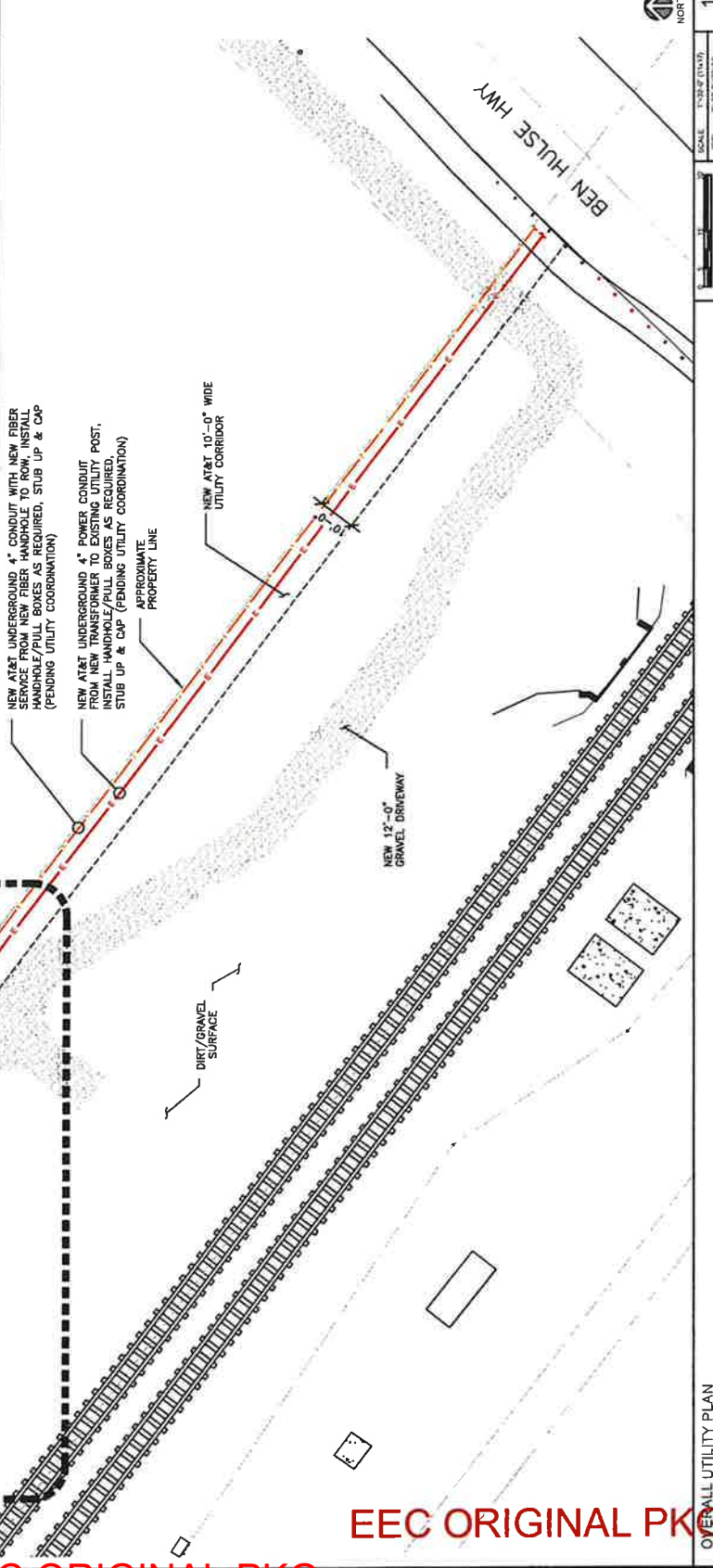
SHEET TITLE: OVERALL UTILITY PLAN

SHEET NUMBER: E1

- EXISTING OVERHEAD POWER
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD UTILITIES
- NEW UNDERGROUND POWER
- NEW UNDERGROUND FIBER

- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC, EXCEPT THAT ELBOWS AND RISERS SHALL BE RMC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
- NEW UNDERGROUND CONDUITS SHALL BE INSTALLED IN RIGID METAL CONDUIT (10'-0" TEN FEET IN LENGTH) BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD ATT-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 AT&T STANDARD ATT-TP 28416. SEPARATION SHALL BE MAINTAINED BETWEEN THE CONDUIT SEPARATION 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 SEEDING OR SOILING GRASS AREAS, OR REPLACING ASPHALT OR OTHER SURFACING MATERIALS.
- TRENCHING SAFETY: INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL WELLS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND



SEE E1.1 FOR COMPOUND UTILITY PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG

OVERALL UTILITY PLAN

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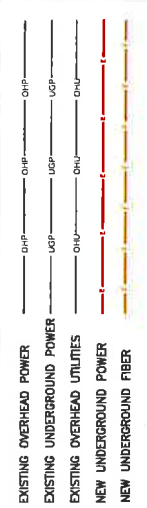
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A	10/20/23	PRELIMINARY

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SITE NAME
BEN HULSE
SITE ADDRESS
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

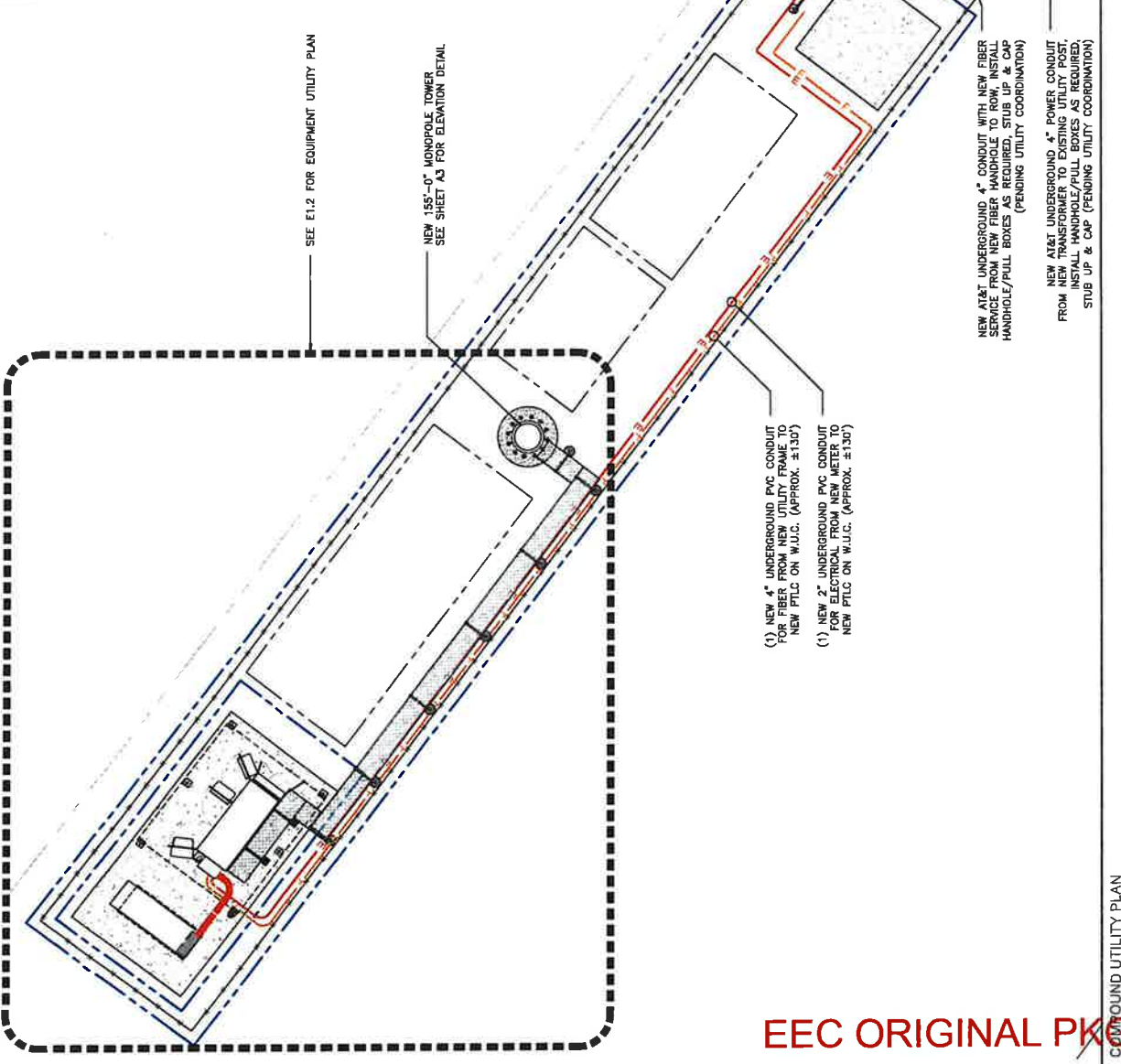
SHEET TITLE
COMPOUND UTILITY PLAN

SHEET NUMBER
E1.1



1. ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC, EXCEPT THAT ELBOWS AND RISERS SHALL BE RMC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING OR 90° ELBOWS. ALL UNDERGROUND CONDUITS SHALL BE INSTALLED IN RIGID METAL CONDUIT, (10'-0" TO 100'-0") IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AIT-TP 28416.
2. TEN FEET IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AIT-TP 28416.
3. TWO CONDUITS ARE SHOWN IN DETAIL 2, ALTHOUGH MULTIPLE CONDUITS CAN BE INSTALLED IN THE SAME TRENCH. ALL UNDERGROUND CONDUITS SHALL BE INSTALLED IN RIGID METAL CONDUIT, (10'-0" TO 100'-0") IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AIT-TP 28416.
4. ALL UNDERGROUND CONDUITS SHALL BE INSTALLED IN RIGID METAL CONDUIT, (10'-0" TO 100'-0") IN LENGTH BEFORE ENTERING A SHELTER OR BUILDING PER AT&T STANDARD AIT-TP 28416.
5. TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA REGULATIONS AND THE CITY OF BRAWLEY'S TRENCHING AND SHORING ORDINANCE.
6. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

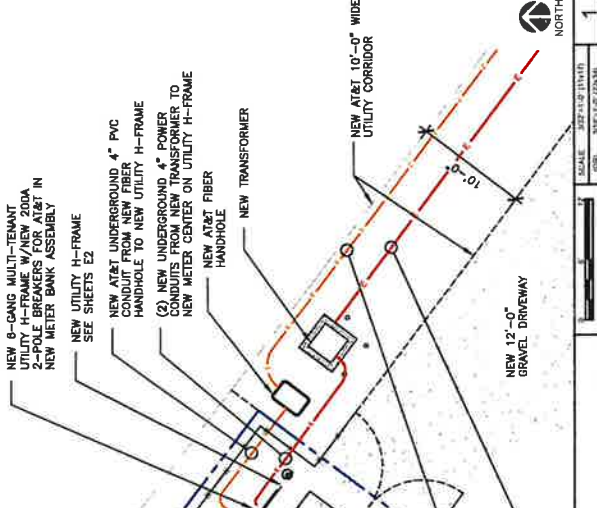
LEGEND
SCALE
N.T.S.
2



- (1) NEW 4" UNDERGROUND PVC CONDUIT FOR FIBER FROM NEW UTILITY FRAME TO NEW FTLC ON W.U.C. (APPROX. ±130')
- (1) NEW 2" UNDERGROUND PVC CONDUIT FOR ELECTRICAL FROM NEW METER TO NEW FTLC ON W.U.C. (APPROX. ±130')

NEW AT&T UNDERGROUND 4" CONDUIT WITH NEW FIBER SERVICE FROM NEW FIBER HANDHOLE TO ROW, INSTALL HANDHOLE/PULL BOXES AS REQUIRED, STUB UP & CAP (PENDING UTILITY COORDINATION)

NEW AT&T UNDERGROUND 4" POWER CONDUIT FROM NEW TRANSFORMER TO EXISTING UTILITY POST, INSTALL HANDHOLE/PULL BOXES AS REQUIRED, STUB UP & CAP (PENDING UTILITY COORDINATION)



SCALE
3/8" = 1'-0" (1/4" = 1'-0")
1

COMPOUND UTILITY PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG



**PRELIMINARY DRAWINGS
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DRAWN BY: MK
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REV. DATE DESCRIPTION
A 10/20/23 PRELIMINARY

WESTCHESTER ELECTRICAL LLC
BARRINGTON, IL 60010
TELEPHONE: 847.277.8070
E-MAIL: westche@westche.com
WWW.WESTCHE.COM

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.

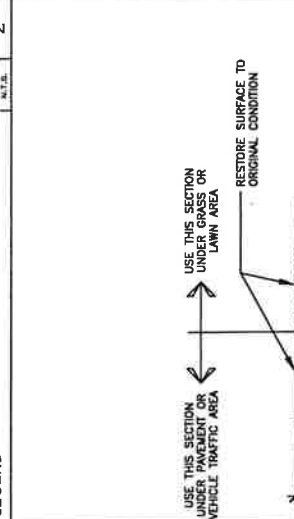
SITE NAME:
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SITE ADDRESS:
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
**EQUIPMENT
UTILITY PLAN**

SHEET NUMBER
E1.2

EXISTING OVERHEAD POWER
OHP
EXISTING UNDERGROUND POWER
UGP
EXISTING OVERHEAD UTILITIES
OHU
EXISTING UNDERGROUND UTILITIES
UGU
NEW OVERHEAD POWER
OHP
NEW UNDERGROUND POWER
UGP
NEW OVERHEAD UTILITIES
OHU
NEW UNDERGROUND UTILITIES
UGU
NEW UNDERGROUND FIBER
UGF

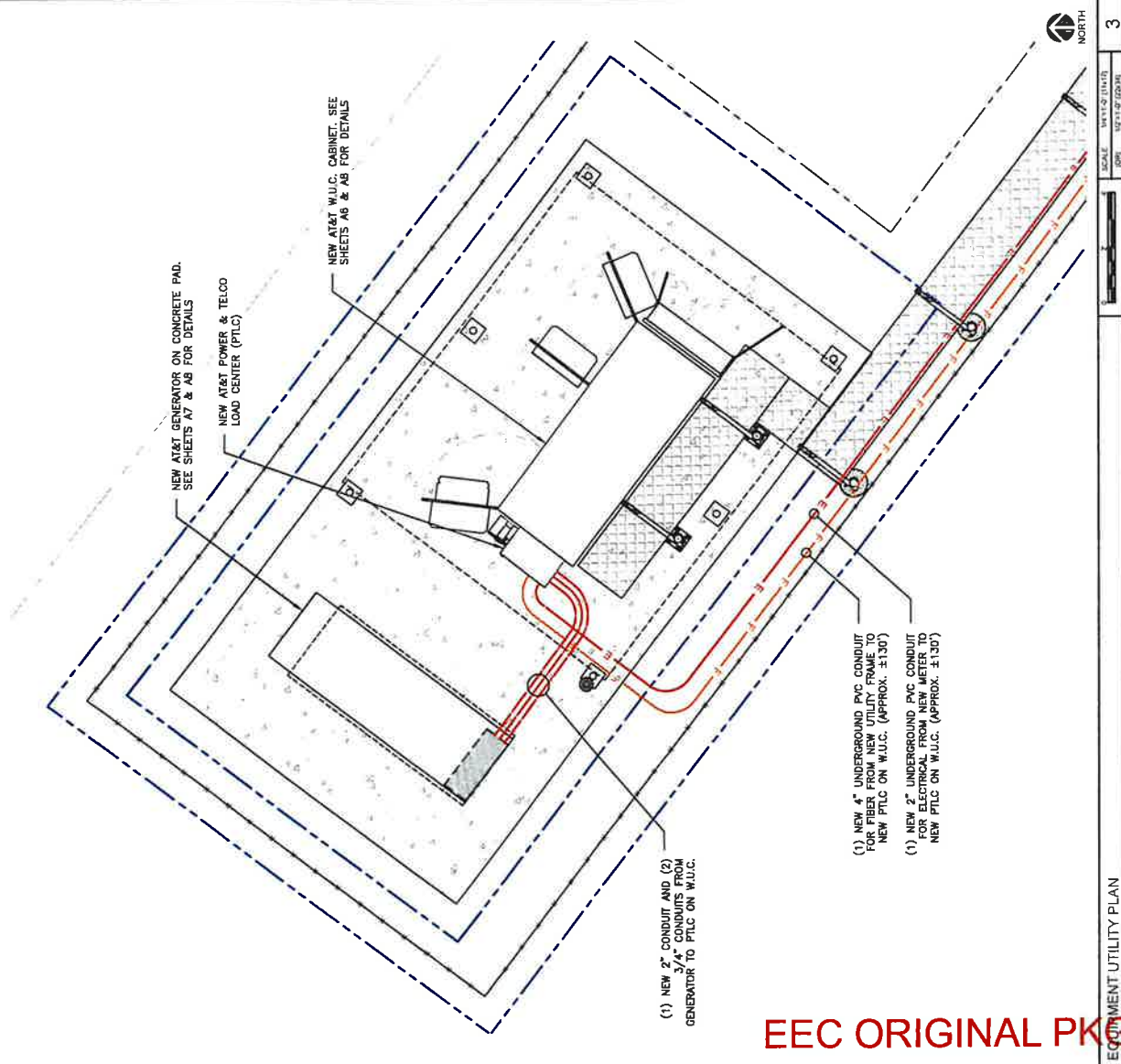
- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 P.V.C. EXCEPT THAT ELBOWS UNDERGROUND AND ELBOWS SHALL BE SWEETING AND BENDS SHALL BE 90° MINIMUM.
- THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT, (10"-10") STANDARD ATT-TP 28416.
- CONDUITS SHALL BE INSTALLED IN DETAIL 2. ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH, MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE CONDUITS. EXTERIOR WALL SEPARATION OF CONDUITS SHALL BE MAINTAINED BY EITHER SEEDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
- TRENCHING AND EXCAVATION SHALL BE PERFORMED BY THE CURRENT OSHA TRENCHING AND EXCAVATION SAFETY STANDARDS.
- ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.



CONDUIT SPACING SCHEDULE

CONDUIT #1	MINIMUM CONDUIT SEPARATION	CONDUIT #2
POWER	• • = 8 INCHES	POWER
POWER	• • = 12 INCHES	TELECO
TELECO	• • = 12 INCHES	COMMUNICATIONS & CONTROL CIRCUITS
COMMUNICATIONS & CONTROL CIRCUITS	• • = 8 INCHES	COMMUNICATIONS & CONTROL CIRCUITS

FOR NEW ELECTRICAL, TELEPHONE OR FIBER SERVICES—SEE UTILITY AND SITE PLANS. PROVIDE APPROVED PULL BOXES AS REQUIRED AND COORDINATE WITH ALL UTILITIES. PROVIDE TERMINATION POINTS, PROVIDE FULL LENGTH ROPEFS (TYP.)



SCALE: N.T.S.

TRENCH DETAIL

SCALE: 1/4" = 1'-0"

3

EQUIPMENT UTILITY PLAN

EEC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	06/29/21	PRELIMINARY

1. I hereby certify that these drawings were prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of California.

SITE NAME
BEN HULSE
SITE ADDRESS
5775 CA-78
BRAMLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
H-FRAME DETAILS

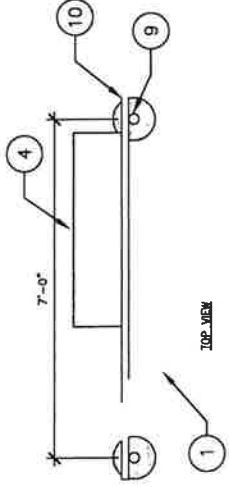
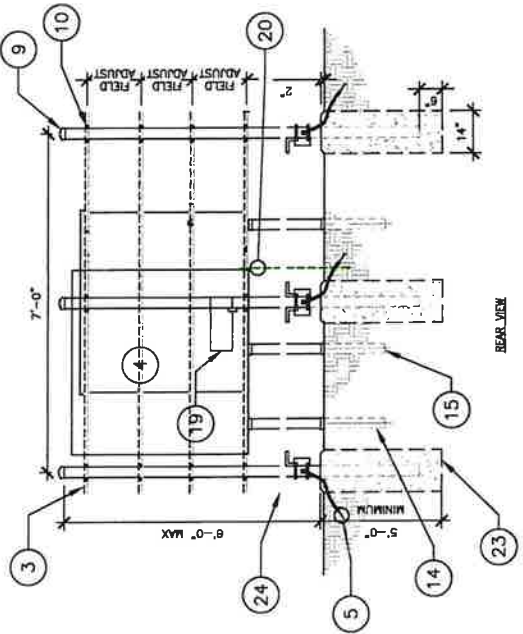
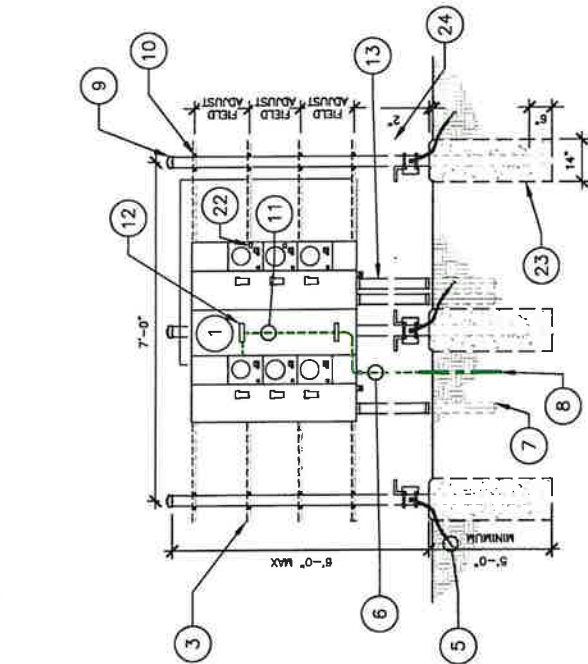
SHEET NUMBER
E-2

NOTES:
1. CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN SERVICE CENTER, 120/240, 1A, 800AMP, NEMA 3R WITH (6) METER SOCKETS (SQUARED 0 OR EQUAL), METER CENTER SHALL BE COVERED WITH (1) 200AMP CIRCUIT BREAKERS SHALL BE COVERED WITH LOCKED METER COVER.
2. WHERE INDICATED ON PLANS PROVIDE A FIBER/TELCO DEMARCATION BOX TO INCLUDE 48"x48"x12" NEMA 3R ENCLOSURE WITH BACKPLATE (HOFFMAN OR APPROVED EQUAL), SURGE SUPPRESSION, AND 2"x12"x1/4" COPPER TIN-PLATED BRASS LOCKING RINGS (WASHERS & RUBBER GROMMETS ON BOTH SIDES OF ALL CONDUIT PENETRATIONS INTO THE BOX.
3. CONTRACTOR TO PROVIDE LOCKING PROTECTION FOR UTILITY EQUIPMENT LOCATED OUTSIDE OF THE FENCED COMPOUND AREA.

NOTE:
UTILITY METER ENCLOSURE INSTALLATION TO BE COORDINATED WITH THE LOCAL ELECTRICAL PROVIDER

- ① #2 AWG GROUND WITH MECHANICAL SINGLE GROUND.
- ② WEATHERPROOF DUPLEX RECEPTACLE.
- ③ CARRIER METER LABEL.
- ④ CONCRETE PIER FOUNDATION TO CHIEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. DEPTH TO BE A MINIMUM OF 6" BELOW FROST LINE. SEE PIER REINFORCEMENT DETAILS ON SHEET E-5 FOR REINFORCEMENT DETAILS.
- ⑤ STEP-UP PLATFORM. SEE DETAIL SHEET E-2.1
- ⑥ NOT USED
- ⑦ NOT USED
- ⑧ NOT USED

- ③ 3/8" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
- ④ 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
- ⑤ #2/0 GREEN INSULATED STRANDED COPPER WIRE.
- ⑥ SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
- ⑦ POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
- ⑧ TELCO/FIBER CONDUIT TO CARRIER EQUIPMENT.
- ⑨ FIBER CONDUIT TO CARRIER EQUIPMENT.
- ⑩ NOT USED
- ⑪ NOT USED
- ⑫ NOT USED
- ⑬ HOFFMAN BOX GROUND BAR.



NOTE:
CONTRACTOR TO INSTALL NUMBERED WIRE-TAPE/PULL STRINGS IN ALL CONDUITS

PC ORIGINAL PKG

EEC ORIGINAL PKG



WESTCHESTER SERVICES, LLC
 604 PDX BLVD
 SUITE 100
 TULLAH, AL 37788
 TEL: (615) 847-2700
 FAX: (615) 847-2700
 west@westchesterservices.com

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DRAWN BY: [blank] MN [blank] RM [blank]

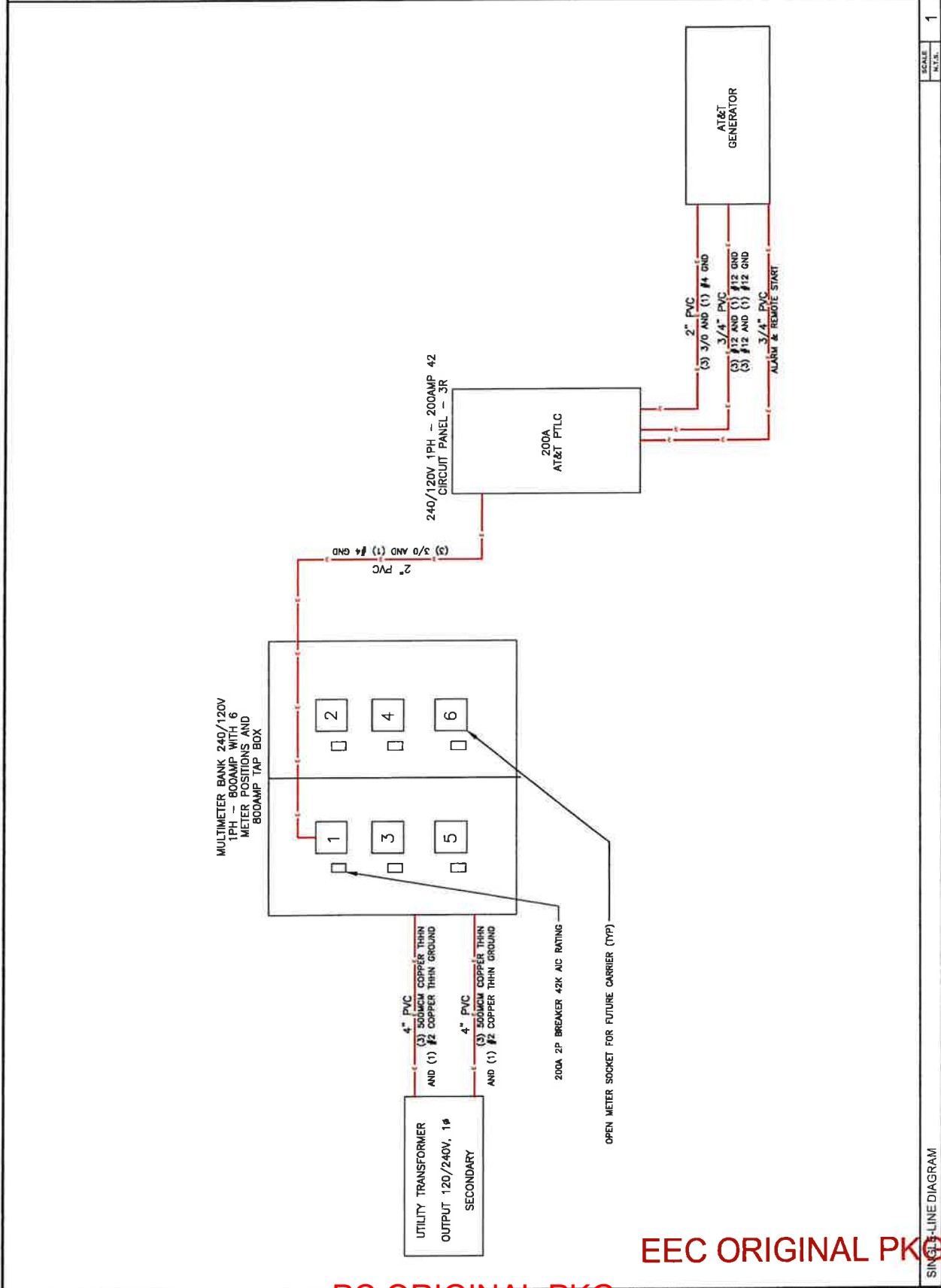
REV	DATE	DESCRIPTION
A	10/09/23	PRELIMINARY

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SITE NAME: BEN HULSE
 SITE ADDRESS: 5775 CA-78
 BRAUNLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE: SINGLE-LINE DIAGRAM

SHEET NUMBER: E3



SCALE: N.T.S. 1

SINGLE-LINE DIAGRAM

EEC ORIGINAL PKG

PC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE ENGINEER OF RECORD AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN CONSENT OF THE ENGINEER OF RECORD IS STRICTLY PROHIBITED.



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

REV#	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

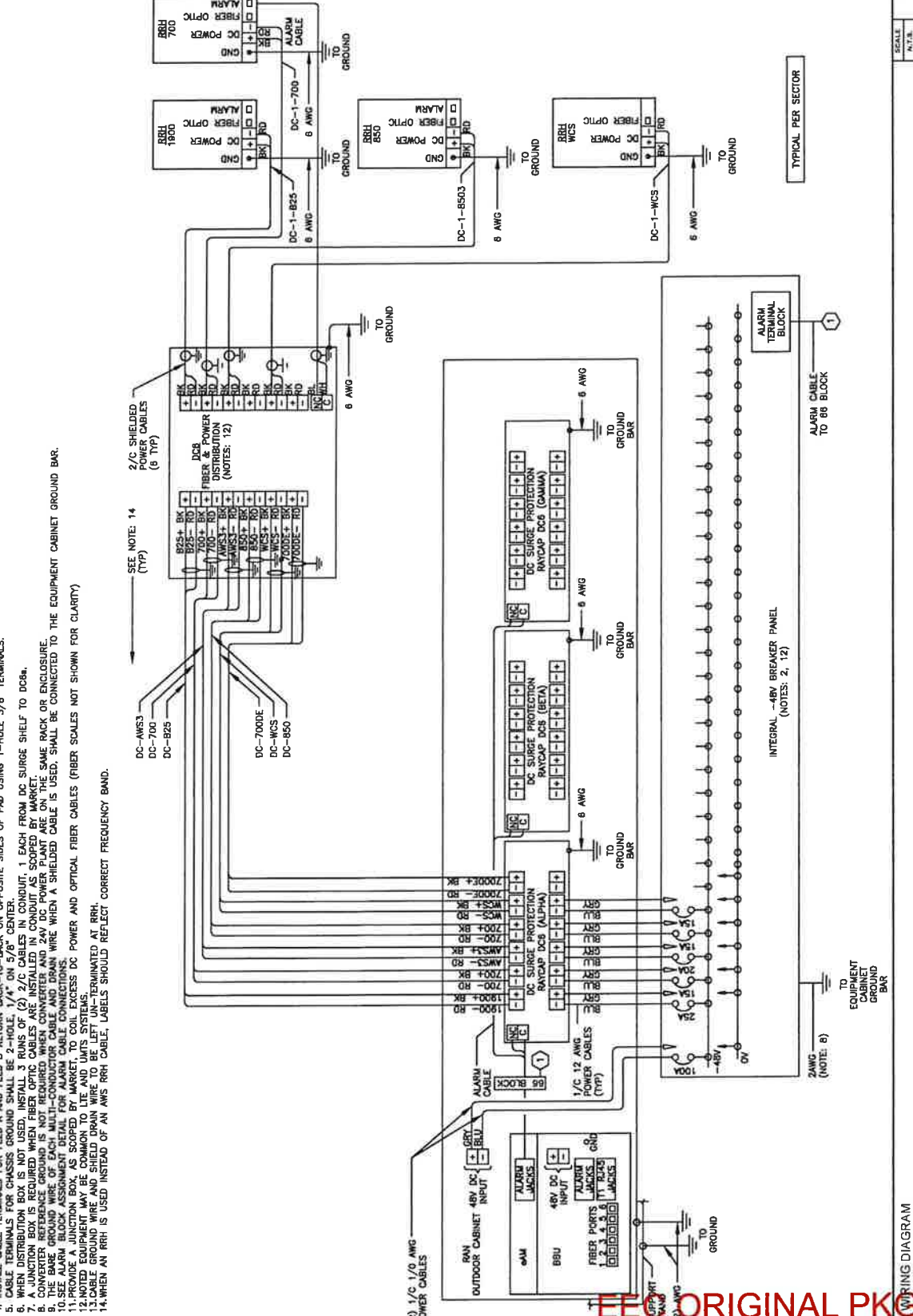
THESE PLANS WERE PREPARED BY AN ARCHITECT OR ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
IMPERIAL COUNTY

SHEET TITLE: DC WIRING DIAGRAM

SHEET NUMBER: E5

- NOTES
1. LABEL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY, I.E. "A-AWS+";
 2. INSTALL ON IN ADJUTARY EQUIPMENT CABINET.
 3. INSTALLABLE US FOR 48V INPUT FEED A, FEED B AND REFERENCE GROUND SHALL BE 2-HOLE: 3/8" ON 1" CENTER.
 4. INSTALLABLE US FOR 24V INPUT FEED A, FEED B AND REFERENCE GROUND SHALL BE 2-HOLE: 1/4" ON 5/8" CENTER.
 5. CABLE TERMINALS FOR CHASSIS GROUND SHALL BE 2-HOLE: 1/4" ON 5/8" CENTER.
 6. WHEN DISTRIBUTION BOX IS NOT USED, INSTALL 3 RUNS OF (2) 2/C CABLES IN CONDUIT, 1 EACH FROM DC SURGE SHELF TO DC8.
 7. A JUNCTION BOX IS REQUIRED WHEN FIBER OPTIC CABLES ARE INSTALLED IN CONDUIT AS SCOPED BY MARKET.
 8. CONVERTER REFERENCE GROUND IS NOT REQUIRED WHEN CONVERTER AND 24V DC POWER PLANT ARE ON THE SAME RACK OR ENCLOSURE.
 9. THE GROUND WIRE OF EACH MULTI-CONDUCTOR CABLE AND DRAIN WIRE WHEN A SHIELDED CABLE IS USED, SHALL BE CONNECTED TO THE EQUIPMENT CABINET GROUND BAR.
 10. SEE BAW FOR THE GROUNDING OF THE DC POWER SYSTEM.
 11. PROVIDE A JUNCTION BOX, AS SCOPED BY MARKET, TO COLLECT EXCESS DC POWER AND OPTICAL FIBER CABLES (FIBER SCALES NOT SHOWN FOR CLARITY)
 12. NOTED EQUIPMENT MAY BE COMMON TO LITE AND UMITS SYSTEMS.
 13. CABLE GROUND WIRE AND SHIELD DRAIN WIRE TO BE LEFT UN-TERMINATED AT RRR.
 14. WHEN AN RRR IS USED INSTEAD OF AN AWS RRR CABLE, LABELS SHOULD REFLECT CORRECT FREQUENCY BAND.



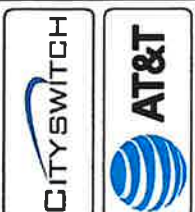
SCALE: 1/16" = 1"

1

DC WIRING DIAGRAM

PC ORIGINAL PKG

EE ORIGINAL PKG



**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

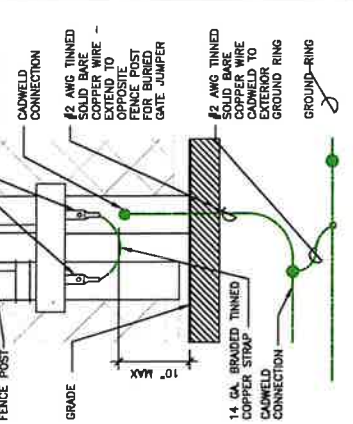
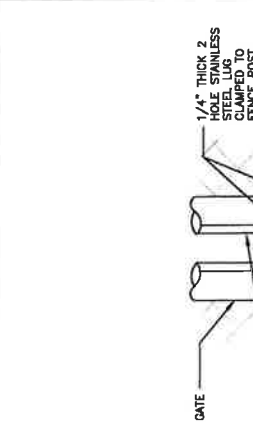
DRAWN BY:	MN	
CHECKED BY:	RSW	
REV	DATE	DESCRIPTION
A	10/29/23	PRELIMINARY

THESE DRAWINGS ARE PREPARED BY AN ARCHITECT OR ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

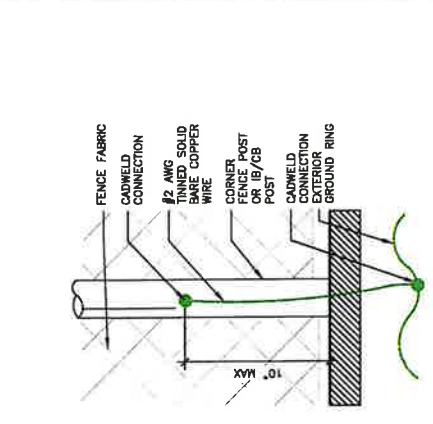
SITE NAME:
BEN HULSE
SITE ADDRESS:
5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE:
**COMPOUND
GROUNDING PLAN**

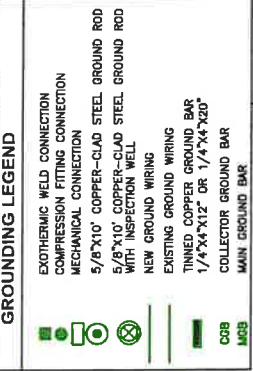
SHEET NUMBER:
G1



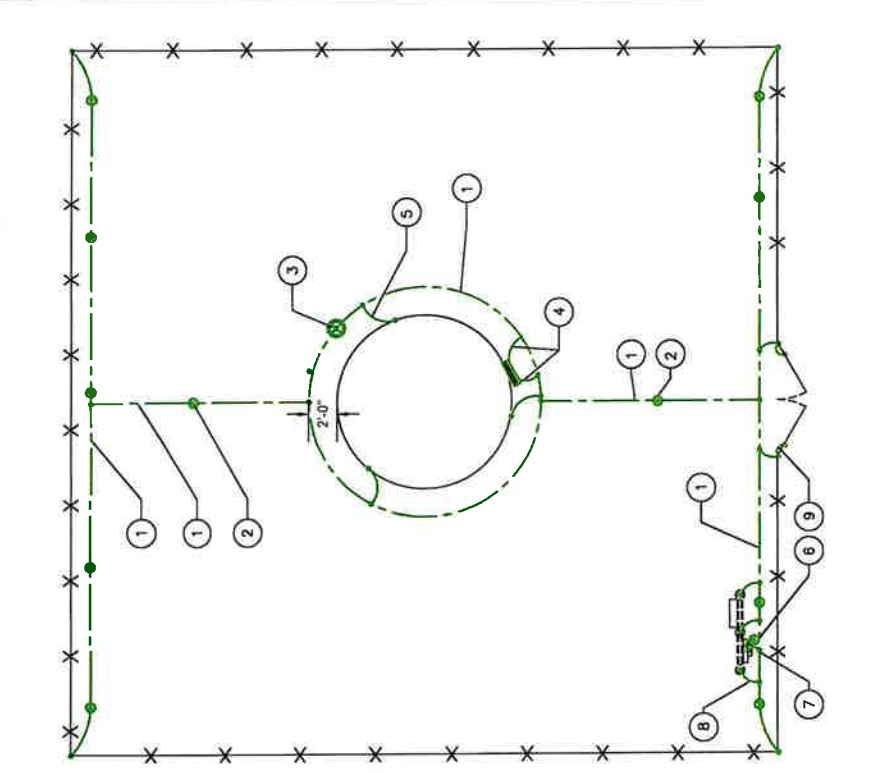
GATE GROUNDING DETAIL
SCALE: N.T.S.
2



FENCE GROUNDING DETAIL
SCALE: N.T.S.
1



- GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
- 5/8" x 10'-0" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
- GROUND SYSTEM TEST WELL
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM TOWER BASE PLATE TO NEW GROUND RING
- 5/8" x 10'-0" COPPER CLAD GROUND ROD FOR ELECTRICAL SERVICE GROUND
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM ELECTRICAL SERVICE GROUND TO LIGHTNING PROTECTION GROUND RING
- #2 SOLID TINNED, BARE COPPER GROUND WIRE, BOND UTILITY POST W/ VS TYPE CADWELD, (1 PER POST REQ'D)
- ALL, OR EQUAL 2/0 GROUNDING CONDUCTOR W/BLACK, NEOPRENE INSULATION, & PRE-CURSED ENDS ATTACHED TO GATE POST AND GATE FRAME W/ VS TYPE EXOTHERMIC, INSTALL W/ WELDS 18" ABOVE FINISH GRADE
- IN THE EVENT A PAD/PIER FOUNDATION IS INSTALLED, THE BURIED GROUND RING SHALL BE INSTALLED A MINIMUM 2 FT. FROM THE EDGE OF CONCRETE



TYPICAL FENCE AND TOWER GROUNDING PLAN
SCALE: N.T.S.
3

- NOTES:
- ALL GROUNDING CONDUCTOR IN EARTH #2 SOLID BARE TINNED COPPER (SITC).
 - CONDUCTOR CONNECTION IN EARTH EXOTHERMICALLY WELDED.
 - ALL FENCE POST, TOWER LEGS, FRAME, ETC. SHALL BE EXOTHERMICALLY WELDED.
 - GROUND BAR CONNECTIONS MECHANICALLY BUNDED WITH 2-HOLE CONNECTORS LISTED AND AVAILABLE FOR THE APPLICATION.
 - MINIMUM 2-FT SEPARATION BETWEEN GROUND RINGS AND FOUNDATION IN ALL LOCATIONS.
 - EQUIPMENT CABINET, ICE BRIDGE & EQUIPMENT FRAME GROUNDING TO BE INSTALLED ABOVE GRADE AT LOCATIONS DESIGNATED FOR FUTURE INSTALLATION OF GROUND EQUIPMENT.

PC ORIGINAL PKG

EFC ORIGINAL PKG



PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: []
CHECKED BY: []

REV. DATE DESCRIPTION
A 10/20/23 PRELIMINARY

1. THESE DRAWINGS HAVE BEEN PREPARED BY A PROFESSIONAL ENGINEER SUPPORTED BY A PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SITE NAME: BEN HULSE
SITE ADDRESS: 5775 CA-78
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE: GROUNDING DETAILS
SHEET NUMBER: G3.1

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

SECTION "P" - SURGE PROTECTORS

- (EC) CELL REFERENCE GROUND BAR (IF COLLOCATED)
- (EC) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
- (EC) TELCO GROUND BAR (#2 AWG)
- (EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (3/0)
- (EC) FIBER GROUND BAR (#2 AWG)
- (EC) POWER ROOM REFERENCE GROUND BAR (#2 AWG)
- (AT&T) RECTIFIER FRAMES

SECTION "A" - SURGE ABSORBERS

- (EC) INTERIOR GROUND RING (#2 AWG)
- (EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG)
- (EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (1/0 AWG)
- (EC) BUILDING STEEL (IF AVAILABLE) (1/0 AWG)

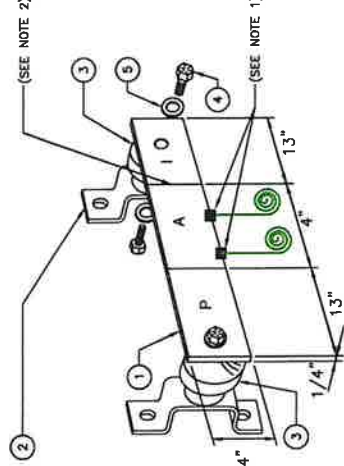
SECTION "I" - ISOLATED GROUND ZONE

- (AT&T) ALL ISOLATED GROUND REFERENCE
- (AT&T) GROUND WINDOW BAR

DETAIL NOTES:

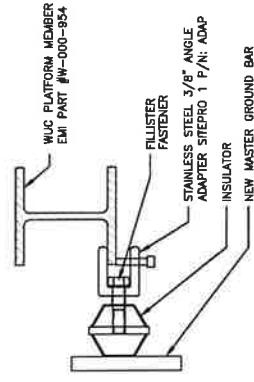
- EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
- THE INSTALLER SHALL USE PERMANENT MARKER DRAWING THE LINE BETWEEN SECTION AND LABEL ON EACH SECTION (P, A, I) WITH 1" HIGH LETTERS

NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"x4"x12"	SOLID GROUND BAR
2	2	A-6058	WALL MOUNTING BRACKET
3	2	3061-4	INSULATORS
4	4	3012-1	5/8"-11x1" H.H.I.S.
5	4	3015-B	5/8" LOCKWASHER



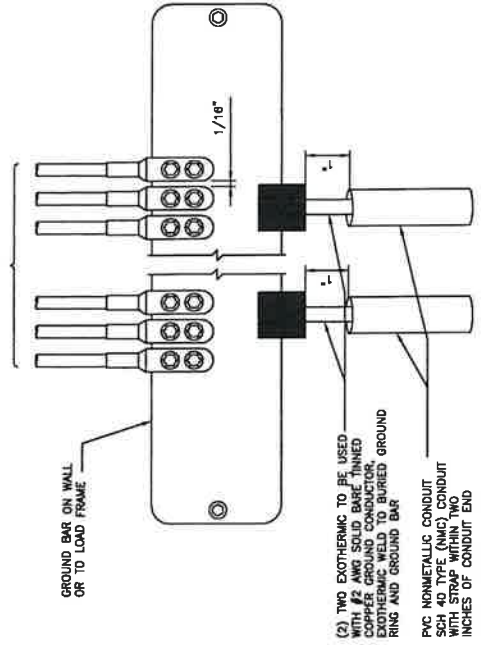
MASTER GROUND BAR DETAIL

STAINLESS STEEL 3/8" ANGLE ADAPTER SITEPHD 1 P/N: ADAP

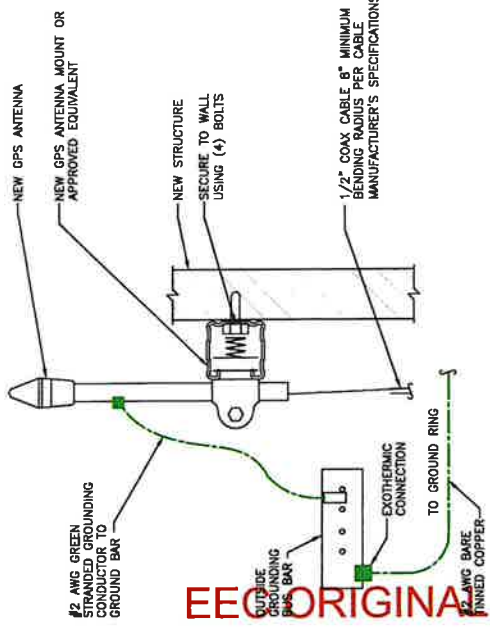


ANGLE ADAPTER DETAIL

FOLLOW P.A.I. GUIDELINES FOR CONNECTING GROUNDS



MAIN GROUND BAR DETAIL



GPS ANTENNA GROUNDING

SCALE: N.T.S. 2

SCALE: N.T.S. 1

SCALE: N.T.S. 3

SCALE: N.T.S. 1

SCALE: N.T.S. 5

SCALE: N.T.S. 4

PC ORIGINAL PKG

EECORIGINAL PKG



WESTCHESTER
 BARRINGTON, IL 60010
 TELEPHONE: 847 277 0070
 FAX: 847 277 0066
 wsc@westcom.com

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

CHECKED BY: MM
 DRAWN BY: RM

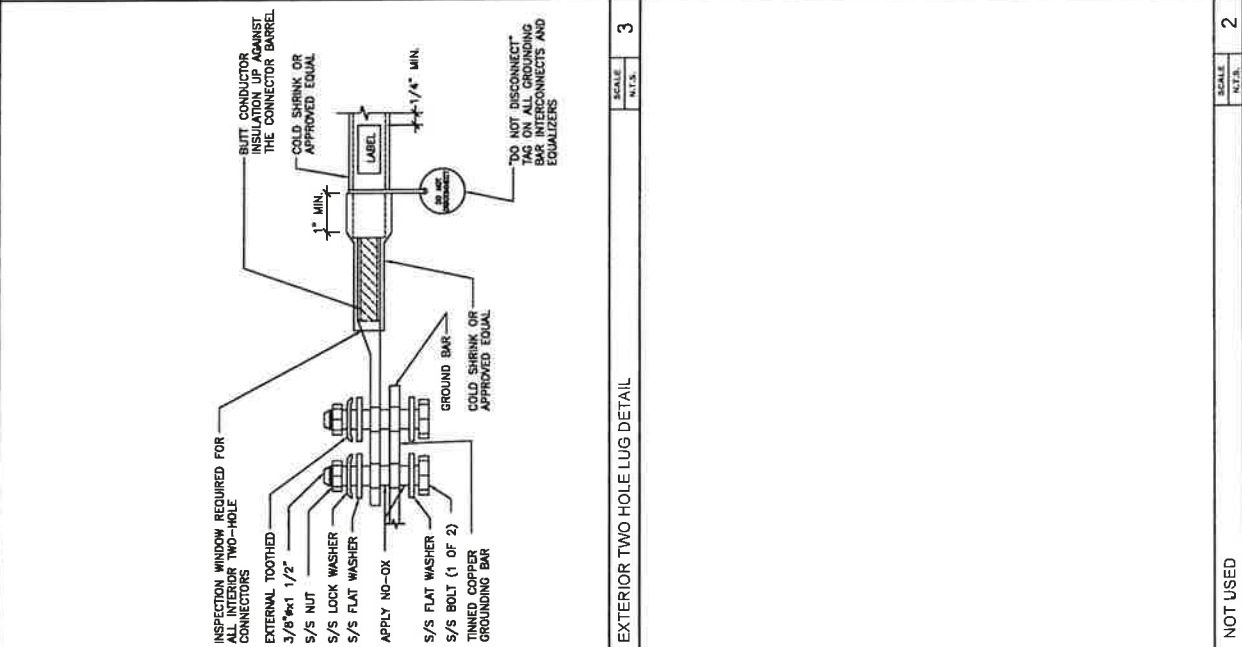
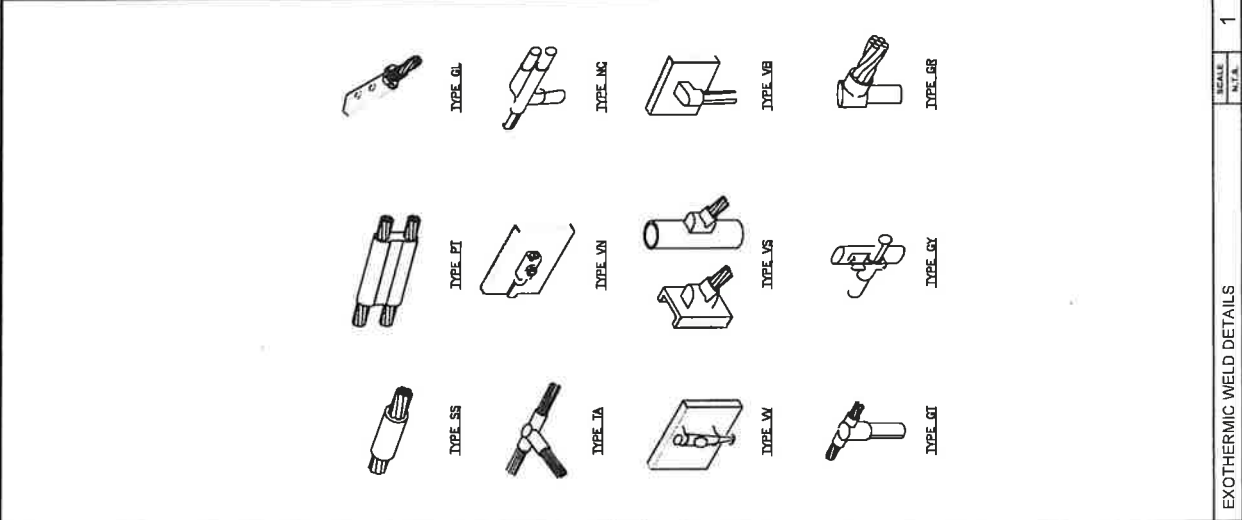
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

THE CITY CENTER / THE CITY PLAZA WERE
 DESIGNED BY THE ARCHITECT AND THE
 ARCHITECT HAS THE RIGHT TO MAKE ANY
 CHANGES TO THE DRAWINGS WITHOUT
 NOTICE.

SITE NAME
 BEN HULSE
 SITE ADDRESS
 5775 CA-78
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**GROUNDING
 DETAILS**

SHEET NUMBER
G3.2



SCALE	N.T.S.	SCALE	N.T.S.	SCALE	N.T.S.
4	NOT USED	2	EXOTHERMIC WELD DETAILS	1	

EEC ORIGINAL PKG

PC ORIGINAL PKG

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Lease

Site Name: Ben Hulse
CitySwitch Site: CAC009
UP Audit Number: #####

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 3rd day of May, 2022 (the "Effective Date"), between Union Pacific Railroad Company, a Delaware corporation, having an office at 1400 Douglas Street, Omaha, Nebraska 68179, hereinafter referred to as "Licensor", and CitySwitch – II-A, LLC, a Georgia company, having an office at 1900 Century Place, Suite 320, Atlanta, Georgia 30345 hereinafter referred to as "Licensee".

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately forty-five feet (45.00'), by fifty-seven feet (57.00'), containing a total of 2,565 square feet, combined with an approximate ten foot (10') by two hundred eighty foot, (280.00) access and utility corridor containing 2,800 square feet on the parcel of land on Licensor's railroad right-of-way and located in Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

Licensor agrees to allow construction of a One Hundred Fifty-Five (155') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

THEREFORE, in consideration of the mutual covenants herein contained, Licensor and Licensee agree as follows:

1. GRANT:

Licensor grants to Licensee the right to construct the Tower and Facilities together with non-exclusive rights of access for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Licensor's property, the location of said rights of access being limited to the locations shown on Exhibit "A" attached hereto. Licensee shall have the right to use the Premises for the location of the Tower and Facilities. Licensee shall be responsible for all costs and activities associated with the construction of the aforementioned Tower and Facilities. Equipment owned by and installed, operated and maintained by Licensee will be installed at the Premises. The Licensee's use of the Premises shall be subject to the terms and conditions of this Agreement, specifically including but not limited to, the General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

2. TOWER FACILITIES:

Licensor grants to Licensee the right to construct the Tower on the Premises for the installation of its communications antennas. The Tower and Facilities will be located within the area further defined on Exhibit "A" of this Agreement.

3. EQUIPMENT FACILITIES:

EEC ORIGINAL PKG

PC ORIGINAL PKG

Licensor grants to Licensee the right to locate on the Premises, in an area close to the base of the Tower, one (1) concrete slab measuring sixteen (16') feet by twenty-two (22') feet] that will be used to mount the Tower and Facilities installed on the Premises by Licensee. The Facilities will be located within the area further defined on Exhibit "A" of this Agreement. Licensee may install, as part of the Facilities on the Premises all other related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises, subject to the other terms and conditions in this Agreement.

4. PLANS:

Licensee shall submit detailed site plans and technical specifications for the construction of the Tower and Facilities at the Premises to Licensor for Licensor's approval prior to the commencement of construction thereof. Licensor shall not unreasonably withhold, condition or delay such approval. The approved site plans shall be made a part of this Agreement and be attached to the Agreement as Exhibit "A". In the event any modifications to the Tower or Facilities, or any other improvements or installations on the Premises, are desired by Licensee or any approved sublicensees of Licensee, then the plans and technical specifications for such modifications, improvements or installations shall also be subject to Licensor's approval prior to commencement of construction thereof.

5. PERMIT:

Licensee shall have the obligation to apply to the municipality or any other state or federal authority, as may be required, for a permit to construct the Tower and Facilities at any time during the term of this Agreement. Licensee shall prepare, at its sole cost and expense, all site plans (i.e., engineering and architectural documents) which are required pursuant to its application for the foregoing permit.

Licensor agrees to reasonably cooperate with Licensee in its efforts to obtain any necessary permits from the municipality or any other state or federal agency, as the case may be. Licensor further agrees not to unreasonably withhold consent to any such application for and during the term of this Agreement, and further agrees to execute all necessary application forms that may be reasonably required. Licensor shall further appear for testimony before any municipal, state or federal board in the event same is required for approval. Any application so filed, however, shall be at the full cost and expense of Licensee, said cost and expense including, but not being limited to engineering fees, application fees, legal fees and such other costs as may be incidental to the pursuance of any such application.

Licensee shall be responsible for ensuring that all equipment installed by Licensee complies with the applicable rules and regulations of the Federal Communications Commission (hereinafter, the "FCC") and the electrical code and other applicable codes of any other governmental authority having jurisdiction over the Premises or such equipment prior to the installation thereof.

6. COST OF PERMITS:

Licensee shall be responsible for payment of expenses for any and all necessary and/or required municipal permits to construct the Tower and Facilities on the Premises. Licensor agrees that it shall not unreasonably withhold or delay its consent of any such application or permit which may be required. Licensee shall pay any and all fees associated with the approval and/or construction of the Tower and Facilities. Licensor

agrees to execute any such document reasonably required by Licensee in its operations which states this Agreement is in full force and effect, and the number of years with renewals remaining in this Agreement.

All costs for any permits, licenses, plans, specifications or any other documentation required shall be at the sole cost and expense of Licensee.

7. GENERAL TERMS AND CONDITIONS:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees, and all entry upon and use of Licensor's property will be in strict compliance with the General Terms and Conditions.

8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in Exhibit "A", provided, however, that Licensee's utility service providers, or Licensee, as applicable, may be required to apply for and receive a "Wireline Crossing Agreement" from Licensor's Real Estate Department prior to installing any utility service to the Premises at no additional cost to such service provider(s) or Licensee. Licensor will not unreasonably delay or deny granting of any such agreement.

9. RELOCATION:

The approximate location of the Tower and Facilities will be as presented in the attached Exhibit "A". If, for engineering reasons, it is necessary for Licensee to select a different location, such relocation is subject to the approval of Licensor, in Licensor's sole discretion.

If, after the installation of the Tower and Facilities, Licensor determines that either or both constitute a material hindrance or cause material interference to railroad operations (e.g., blocking new track expansion, blocking line of sight, safety needs, etc.), Licensor may require the removal of the Tower and Facilities, as the case may be by Licensee at Licensee's sole cost and expense, within a period of (180) days (provided Licensor shall allow Licensee more than one hundred eighty (180) days to complete such removal, if in Licensor's sole discretion, allowing Licensee such additional time to complete such removal will not result in too much hindrance or interference with Licensor's operations or safety) from the date of receipt of notice from Licensor, provided that (i) such hindrance or interference affects the operation of Licensor's business or creates a safety hazard and ii) Licensee cannot promptly eliminate or minimize such hindrance or interference to an acceptable degree within the aforesaid 180-day period by performing alterations or modifications to the Tower and Facilities, as the case may be, or implementing other mitigative measures at the Premises. In such event, Licensor shall, in consultation with Licensee, use commercially reasonable efforts to designate an alternative location at the Premises upon which Licensee may relocate its Tower and Facilities. Licensee shall then have the right, at its option, to relocate its Tower and Facilities, as the case may be, to said alternative location at Licensee's sole expense. All monthly rent payable by Licensee hereunder shall abate for the time during which Licensee is prohibited from operating its existing tower and facilities at the Premises and the date upon which construction of the new Tower, Facilities and/or equipment cabinets at the alternative location is completed.

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved Exhibit "A" as necessary, to reflect such change in the location of Licensee's Tower and Facilities at the Premises.

10. PROTECTION OF FIBER OPTIC CABLE:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees will be in strict compliance with the provisions set forth in "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of the General Terms and Conditions.

In addition to the liability terms contained elsewhere within this Agreement, Licensee shall indemnify and hold Licensor harmless against and from all costs, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses), arising out of or in any way contributed to by any act or omission of Licensee, its contractors, agents and/or employees, that cause or in any way contribute to (a) any damage to or destruction of any fiber optic cable telecommunications system located on the Premises by Licensee, its contractors, agents and/or employees, (b) any injury to or death of any person employed by or on behalf of any fiber optic cable telecommunications company and/or its contractors, agents and/or employees on the Premises, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company or companies.

11. TERMINATION:

In the event that any municipal, state, federal or any other governmental authority prevents Licensee from occupying or operating Licensee's equipment at the Premises, or if in Licensee's reasonably exercised judgment, significant engineering, economic or other developments occur that prevent the economic feasibility of this Agreement, Licensee has the right to terminate this Agreement, upon providing Licensor with six (6) months prior notice and removing Licensee's equipment and restoring the Premises to its original conditions, except for reasonable wear and tear, and removing any underground structures to a depth that is mutually agreeable to the Parties.

The Licensee agrees that upon the expiration or termination of this Agreement or the abandonment of the Premises by the Licensee, the Licensee shall (a) remove from the Premises, at the expense of the Licensee, all structures, property and other materials not belonging to the Licensor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected and/or constructed, including, without limiting the generality of the foregoing the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all of which shall be performed at the Licensee's expense. If the Licensee should fail to perform such removal, the Licensor may perform the work and the Licensee shall reimburse the Licensor for the cost thereof, within thirty (30) days after the bill is rendered. The Licensee's non-use of the Premises for the purposes described in this Agreement continuing for one (1) year shall be sufficient and conclusive evidence of such abandonment, unless the Licensee shall have notified the Licensor in writing of its reasons for such non-use, and shall continue to pay rent as and when due to the Licensor.

12. OWNERSHIP OF TOWER, FACILITIES AND RADIO EQUIPMENT:

It is understood and agreed that Licensee shall own the Tower and Facilities and all related radio equipment, and/or any such improvements constructed or placed on the Premises by Licensee.

13. OWNER'S RIGHT OF INSTALLATION:

Licensee hereby grants to Licensor the right, reasonably exercised, to locate antennas on the Tower and related radio equipment, upon the Premises, subject to a maximum of 10,000 square inches of wind loading and availability of space upon the Tower being available at the time of Licensor's desire to exercise said right.

Licensor shall assume all costs and liabilities associated with the installation, operation and maintenance of Licensor's equipment at the Premises.

Licensee shall charge Licensor no fee for the installation, operation and maintenance of Licensor's equipment at the Premises.

14. MAINTENANCE:

Licensee shall (i) be responsible for any and all improvements located upon the Premises by Licensee or any approved sublicensees, including the Tower and Facilities, and (ii) shall perform whatever remedial and preventive maintenance, repairs, construction and security which may be required to properly maintain the Tower and Facilities and the equipment located thereupon or therewithin.

15. PAYMENT:

Effective upon the first month following the Commencement Date, Licensee shall pay Licensor Twelve Thousand Dollars (\$12,000) per year for the privileges and rights presented in this Agreement which rental shall increase by two percent (2%) annually. At such time as the amount equal to thirty-five percent (35%) of the total gross revenue collected by Licensee from all sublicensees at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by two percent (2%) annually, or thirty five percent (35%) of the total revenue collected annually from Licensee's sublicensees at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

Licensor shall have the right, no more than once per calendar year, to inspect and audit all of Licensee's documents, agreements, and records relating to the Premises, including any documents, agreements, and records of Licensee regarding billing and collection of fees payable or paid under any agreement related to the Premises, and Licensee shall, for as long as this Agreement remains in effect and for three (3) years following any expiration or termination of this Agreement, maintain copies of all such documents and records. In the event Licensor elects to inspect and audit any such documents and records and/or the payments made by the any person related to the Premises, if Licensor determines that Licensee has failed to pay Licensor any material amounts owed to Licensor hereunder, Licensee shall, in addition to paying Licensor any amounts found by such inspection and audit to remain unpaid, reimburse Licensor for its costs to complete such inspection and audit.

16. **TERM:**

This Agreement shall be for an initial term of ten (10) years, commencing on the date that Licensee starts construction ("Commencement Date"). The License shall automatically renew for three (3) additional term of five (5) years unless terminated under terms herein.

17. **INTERFERENCE:**

Licensor grants to Licensee the use of the Premises exclusively for the construction and use of the Tower and Facilities for the installation of radio communications equipment. The equipment installed by Licensee or its sublicensees shall transmit only on frequencies licensed for such equipment. Licensee shall be responsible for performing all radiofrequency ("RF") engineering studies to ensure that the placement of radio equipment at the Premises will not cause interference to existing equipment located near the Premises by Licensor or Licensor's Licensees, lessees or vendors, and Licensee shall submit such studies to Licensor for approval prior to installation.

If any radio equipment installed by Licensee causes RF interference with such existing equipment of Licensor or Licensor's Licensees, lessees or vendors, Licensee shall be responsible for eliminating or minimizing to an acceptable degree such RF interference within 48 hours after receipt after written notice of such interference from Licensor to Licensee by, for example, removing, replacing or repositioning the equipment causing such interference (hereinafter, the "Interfering Equipment"). In the event such interference is not eliminated or minimized to an acceptable degree within the aforesaid 48 hour period, Licensee or its client, as the case may be, shall discontinue use of the Interfering Equipment (except for intermittent operation for the purpose of correcting such interference). If said interference is not corrected within thirty (30) days after Licensee's receipt of the aforesaid notice from Licensor, Licensee shall remove the Interfering Equipment within an additional ten (10) day period.

18. **INSURANCE:**

Licensee and/or its contractors shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability. Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- (b) Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417 Contractual Liability - Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

Where permitted by law and subject to Licensee's indemnification obligations herein, Licensee and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Licensor. Licensee and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. The policy (ies) required under (a) and (b) above shall provide severability of interests and shall name Licensor as an additional insured with respect to liability arising from Licensee's operations for which Licensee has legally assumed responsibility herein.

Prior to commencing the any construction work, Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage. The certificate(s) shall contain a provision that obligates the insurance company (ies) issuing such policy (ies) to notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy (ies) shall be written by a reputable insurance company (ies) acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better and authorized to do business in the state(s) in which the Job Site is located.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee and/or its contractors, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

19. INDEMNIFICATION/HOLD HARMLESS:

Licensee agrees that it shall not, through its actions or omissions, (i) endanger the property or employees of Licensor located at the Premises or (ii) expose any person, including but not being limited to Licensor's employees, contractors, agents or Licensees, or Licensor's property, operations or facilities to any additional hazards. Licensee shall indemnify and hold Licensor and its affiliates, and the officers, agents and employees of each, harmless against and from any and all liability, loss, damage, claims, demands, costs and expenses (including court costs and attorneys' fees) arising directly out of Licensee's use of the Premises, including, without limitation its construction activity thereon pursuant to this Agreement, except for those

claims that are due to or caused solely by the negligence or intentional misconduct of Licensor, its affiliates, or the officers, agents, assigns, contractors and employees.

20. ASSIGNMENT:

The Licensee shall not assign this Agreement, or any interest therein, without the written consent of Licensor. Such consent shall not be unreasonably withheld, conditioned, or delayed. No assignment by Licensee shall relieve Licensee of any of its obligations and liabilities assumed hereunder.

Notwithstanding the foregoing, Licensor agrees that Licensee shall have the right to freely assign its rights and obligations hereunder to any parent company, a wholly-owned subsidiary or affiliate of Licensee, an entity in the business of developing or operating telecommunication towers (excluding FCC licensed wireless carriers and existing Tower sublessees) or a purchaser of all or substantially all of Licensee's assets. The issuance of stock by Licensee shall not be deemed to be an assignment under the provisions of this Paragraph.

Subject to the provisions of this Paragraph, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. SUBLEASE AUTHORITY:

Licensor acknowledges that Licensee's intent is to design the Tower and Facilities to accommodate sublicensing in the Premises to FCC licensed wireless carriers. Licensee shall not sublicense in the Premises to FCC licensed wireless carriers, in whole or in part, without Licensor's written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed. Prior to sublicensing to FCC licensed carriers in the Premises, Licensee shall provide to Licensor a copy of the sublicensee's application, construction drawings, sublease agreement and construction schedule. Licensee shall not sublicense the Premises, in whole or in part, to unlicensed wireless carriers or other entities, without Licensor's written consent, which consent shall be in Licensor's sole and absolute discretion. Licensor hereby explicitly reserves the right to condition such consent upon additional financial consideration if the sublease is less than \$1750 per month (or \$1250 per month for DISH Wireless).

22. CASUALTY/CONDEMNATION:

In the event there is a total or partial destruction of the Premises by fire or other casualty (hereinafter, a "Casualty") and the Premises are, in Licensee's judgment, thereby rendered insufficient for Licensee's continued operations thereat and/or restoration thereof would not, in Licensee's reasonable judgment, be economically feasible and/or such restoration could not, in Licensee's reasonable judgment, be accomplished within a period of ninety (90) days from the date of such Casualty, Licensee shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensor. In the event Licensee elects not to terminate this Agreement,

- (a) Licensee shall have the right to restore those portions of the Premises upon which its Tower and Facilities are located and to reconstruct same thereupon at Licensee's sole cost and expense.

- (b) In the event those portions of the Premises upon which Licensee's Tower and Facilities are located are, in Licensee's judgment, incapable of being restored, Licensor shall, upon request of and in consultation with Licensee, designate an alternative location at the Premises upon which Licensee may reconstruct its Tower and Facilities.

In the event the Premises, that portion of the Premises upon which Licensee's Tower and Facilities are located, or any significant portion of either is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, this Agreement shall terminate as of the date upon which Licensee is required by the governmental authority to cease its operations at the Premises. Licensee shall be entitled to seek their own award against the condemning authority.

23. **ARBITRATION:**

All controversies relating to, in connection with, or arising out of this Agreement, its modification or making, the authority or obligations of the parties hereto, and whether involving the principals, agents, brokers or others who actually subscribe hereto, shall be settled by arbitration. The arbitration proceedings shall be held in the county and state in which the Premises is located and in accordance with the laws of the aforesaid state. The arbitration proceeding is to be governed by the American Arbitration Association and the "Rules of Arbitration" (hereinafter, the "Rules") as they exist at the time of the arbitration (including provisions as to payment of fees and expenses) and presided over by one arbitrator selected in accordance with the aforementioned Rules. Arbitration is the sole remedy hereunder. All notices or service in reference to arbitration or enforcement shall be deemed given if transmitted as required by the aforementioned Rules. The parties agree that any dispute or controversy related solely to an engineering matter, as mutually determined by Licensee and Licensor, shall be settled by arbitration in accordance with the foregoing, except that the one presiding arbitrator shall be a professional licensed engineer or engineering consultant selected in accordance with the Rules.

24. **FORCE MAJEURE:**

To the extent that either party to this Agreement is prevented from discharging its duties by an event of Force Majeure, such as by reason of flood, war, fire, explosion or other catastrophe or act of God, both parties shall be temporarily excused from the performance of their obligations under this Agreement until such time as the Force Majeure event has abated.

25. **INTEGRATED AGREEMENT:**

It is agreed and understood that this Agreement including the Exhibits attached hereto and made a part hereof contains all of the agreements, promises, and understandings between Licensor and Licensee and that no prior written, verbal or oral agreements, promises or understandings shall be binding upon either Licensee or Licensor in any dispute, or proceeding at law.

26. **GOVERNING LAW:**

The performance of this Agreement shall be interpreted, construed, and regulated by the laws of the state of California.

27. **LICENSOR'S REPRESENTATIONS:**

Licensor covenants, represents and agrees it has the full right, power and authority to enter into, execute and deliver this Tower Construction Agreement.

28. **SURVIVORSHIP:**

This Agreement shall be binding upon and shall inure to the benefit of any respective successors and assigns of Licensor and Licensee, subject to prior restrictions on assignments by Licensee.

Notwithstanding the foregoing, in the event there is any successor to Licensee, Licensee and/or such successor must notify Licensor of such succession within five (5) days after such event.

29. **SEVERABILITY:**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

30. **NOTICES:**

All notices hereunder must be in writing and shall be validly given if sent via Registered or Certified Mail, Return Receipt Requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensor: Union Pacific Railroad Company
 1400 Douglas Street - 0640
 Omaha, Nebraska 68179
 Attn.: Mike Wallman

To Licensee: CitySwitch – II, LLC
 1900 Century Place, Suite 320
 Atlanta, GA 30345
 Attn: Legal

31. **AUTHORITY TO SIGN:**

Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

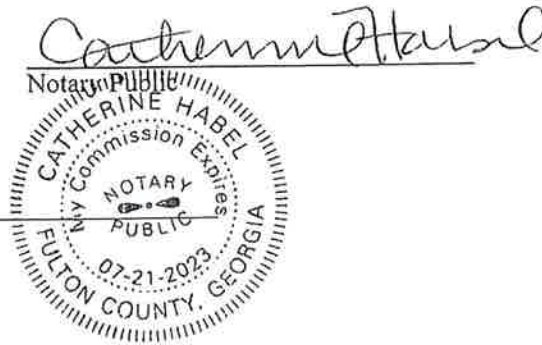
ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022, before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2021.

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Doyle)

On this 3rd day of May, 2022, Chris D. Gobik before me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3rd day of May, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2026

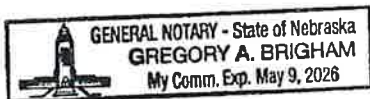


Exhibit A

Location Print Depicting the Premises



**JOHN M. BANKS
ARCHITECT**
 1000 W. CLAYTON
 BAKERSFIELD, CA 93306
 TELEPHONE: 847-277-0070
 FAX: 847-277-0070
 EMAIL: JMBANKS@JMBANKSARCHITECTS.COM

**WESTCHESTER
SERVICES, LLC**
 601 FOX GLEN
 WASHINGTON, LA 68018
 TELEPHONE: 402-333-7870
 FAX: 402-337-3846
 ac@westchesterllc.com

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

DRAWN BY: MGN
 CHECKED BY: RSN

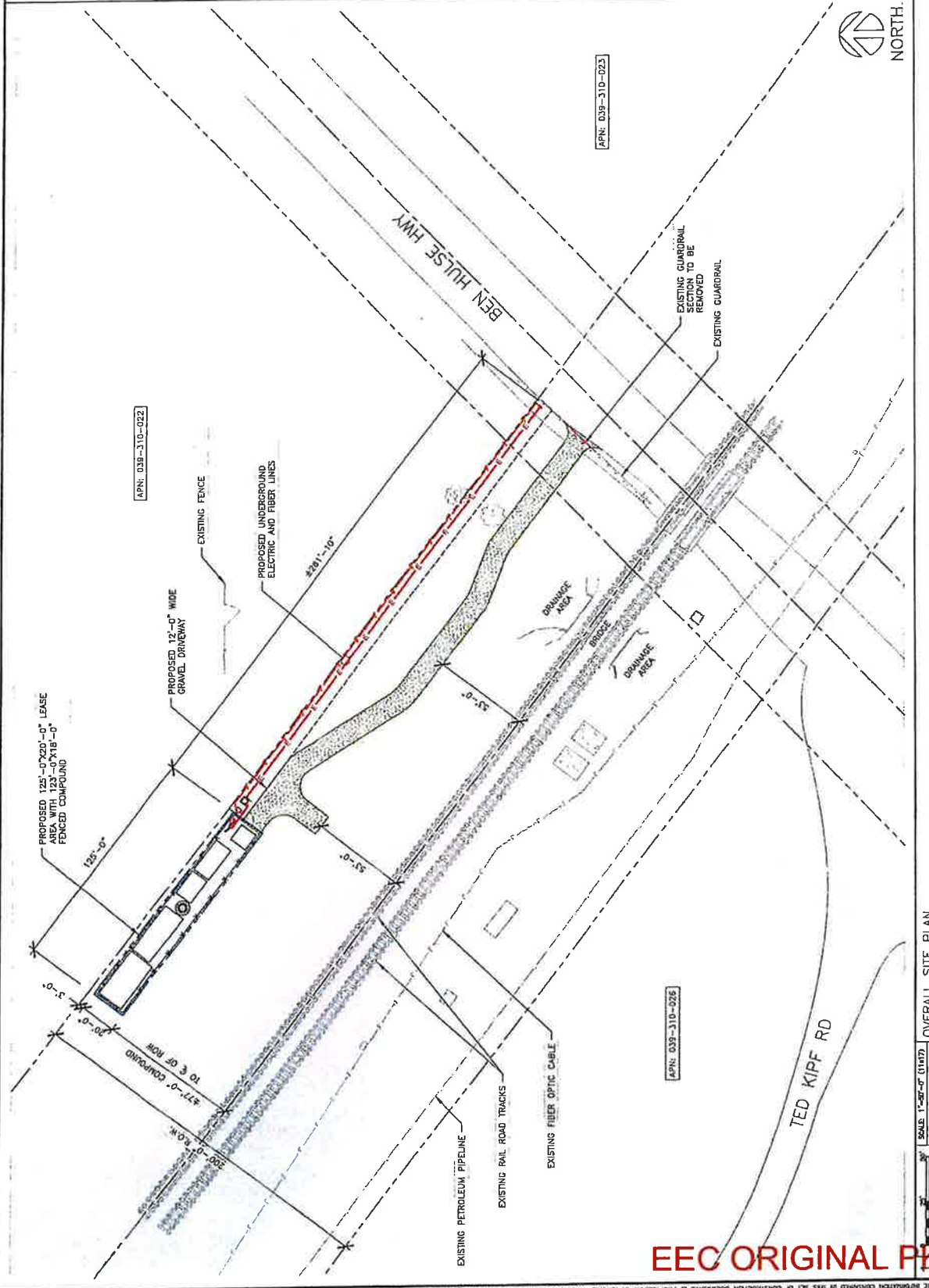
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

A HIGHER COPY OF THESE PLANS MAY BE OBTAINED BY MAIL FROM THE DISTRICT REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

FA # 10066994
 SITE NAME:
 BEN HULSE
 SITE ADDRESS:
 TED KIPF RD
 BRANLEY, CA 90227
 IMPERIAL COUNTY

SHEET TITLE
 OVERALL
 SITE PLAN

SHEET NUMBER
 LE-1



SCALE: 1"=50'-0" (11/17)
 (OR) 2"=50'-0" (2/23)

OVERALL SITE PLAN

EEC ORIGINAL PKG

PC ORIGINAL PKG



JOHN M. BANKS ARCHITECT
 604 FOX GLEN
 BOSTON, MA 02118
 TELEPHONE: 847-277-0070
 FAX: 847-277-0080
 EMAIL: jbanks@jmbanksarchitect.com



**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

DRAWN BY: UN RSM
 CHECKED BY:

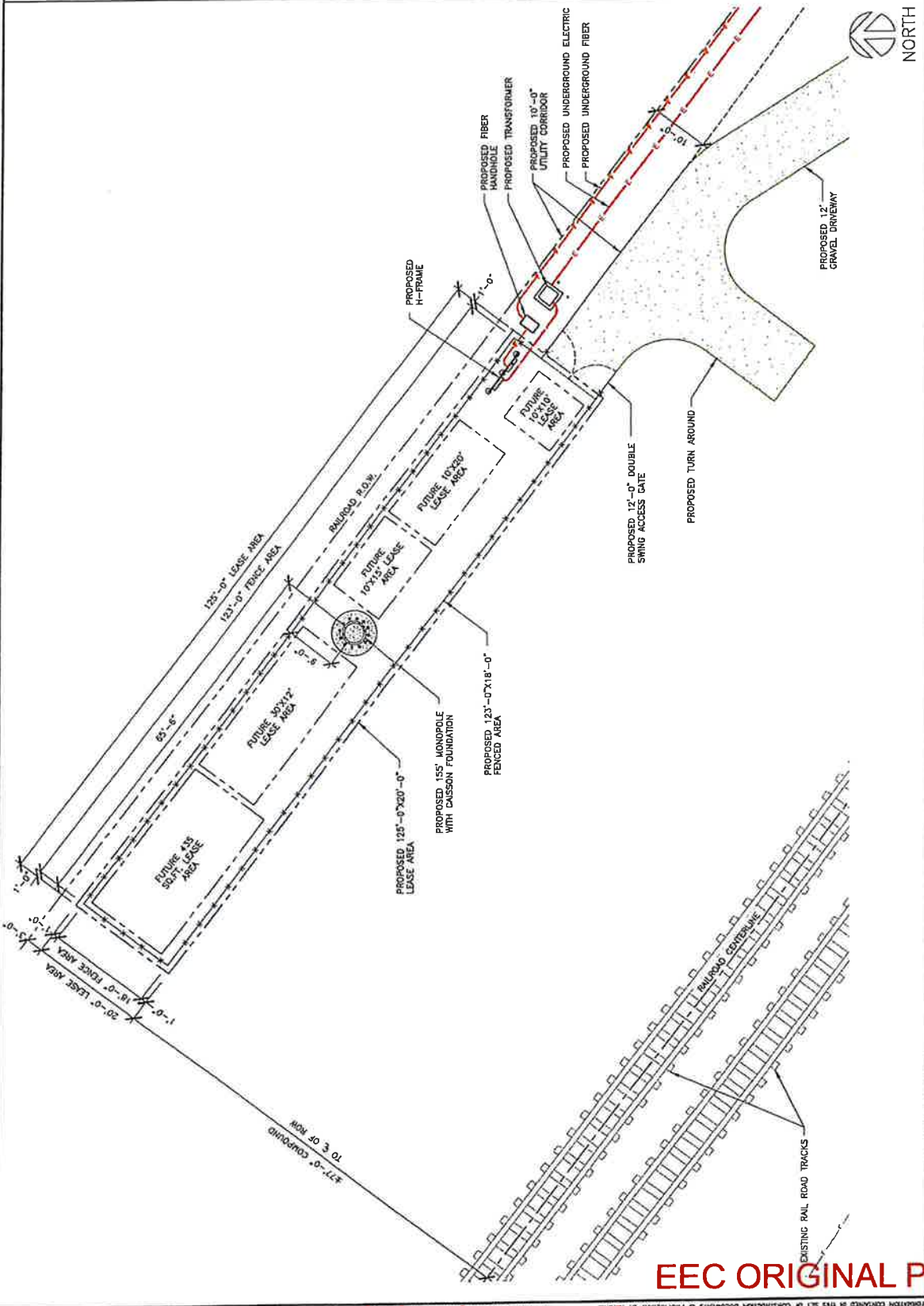
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/07/22	REVISED LE

* NUMBER EXHIBIT THAT THESE PLANS WERE PREPARED BY, IN OR UNDER THE DIRECTION OF THE ARCHITECT, REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

FA # 100669994
 SITE NAME: BEN HULSE
 SITE ADDRESS: TED KIFF ROAD
 BRAUNLET, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
LE-2



ENLARGED SITE PLAN

SCALE: 1/8"=1'-0" (11/16")
 (OR 1/8"=1'-0" (25:1))

PC ORIGINAL PKG

EEC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE ARCHITECT AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR REPRODUCTION OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT IS STRICTLY PROHIBITED.



**JOHN M. BANKS
ARCHITECT**
 JOHN M. BANKS ARCHITECT
 1000 W. 10TH ST., SUITE 100
 BAKERSFIELD, CA 93304
 TELEPHONE: 805-277-0070
 FAX: 805-277-0070
 EMAIL: JMBANKS@JMBANKSARCHITECTS.COM

**WESTCHESTER
SERVICES LLC**
 401 FOX GLEN
 INDEPENDENCE, IL 61840
 TELEPHONE: 815-451-1111
 FAX: 815-451-1240
 ac@westchesterservices.com

**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

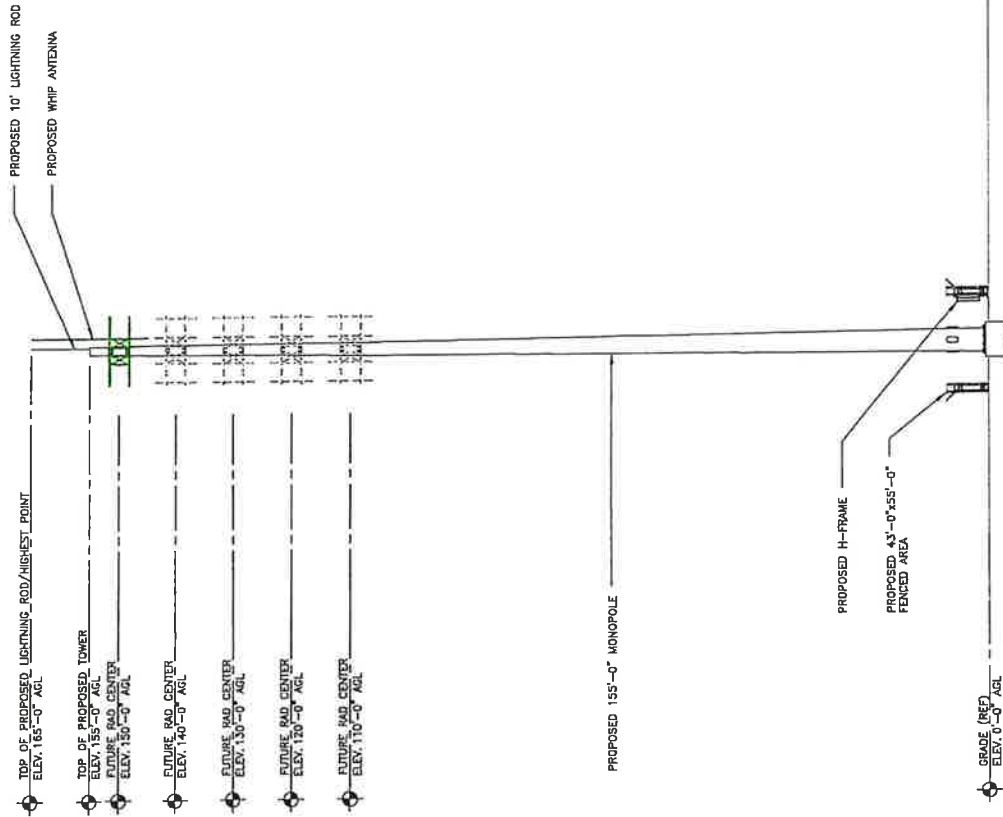
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CHECKED BY:		
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	02/01/22	REVISED LE

THE STATE OF CALIFORNIA
 COUNTY OF IMPERIAL
 I, COUNTY CLERK, HEREBY CERTIFY THAT THESE PLANS WERE
 RECORDED AND FILED FOR PUBLIC RECORDATION AND THAT I AM A DULY
 QUALIFIED AND LICENSED UNDER THE PROVISIONS OF THE
 GOVERNMENT CODE, SECTION 26100.

FA 10065894
 SITE NAME
 BEN HULSE
 SITE ADDRESS
 7000 KIFF ROAD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
TOWER
 ELEVATION

SHEET NUMBER
LE-3



TOWER ELEVATION

SCALE 1"=20'-0" (11/17)
(0/1 1"=20'-0" (0/1))

EEC ORIGINAL PKG

PC ORIGINAL PKG

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPERTY OF WESTCHESTER SERVICES LLC. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES LLC.



**JOHN M. BANKS
ARCHITECT**
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-1070
FAX: 847-277-1071
EMAIL: JMBANKS@JMBANKSARCHITECT.COM



**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

DRAWN BY: **MM**
CHECKED BY: **RSB**

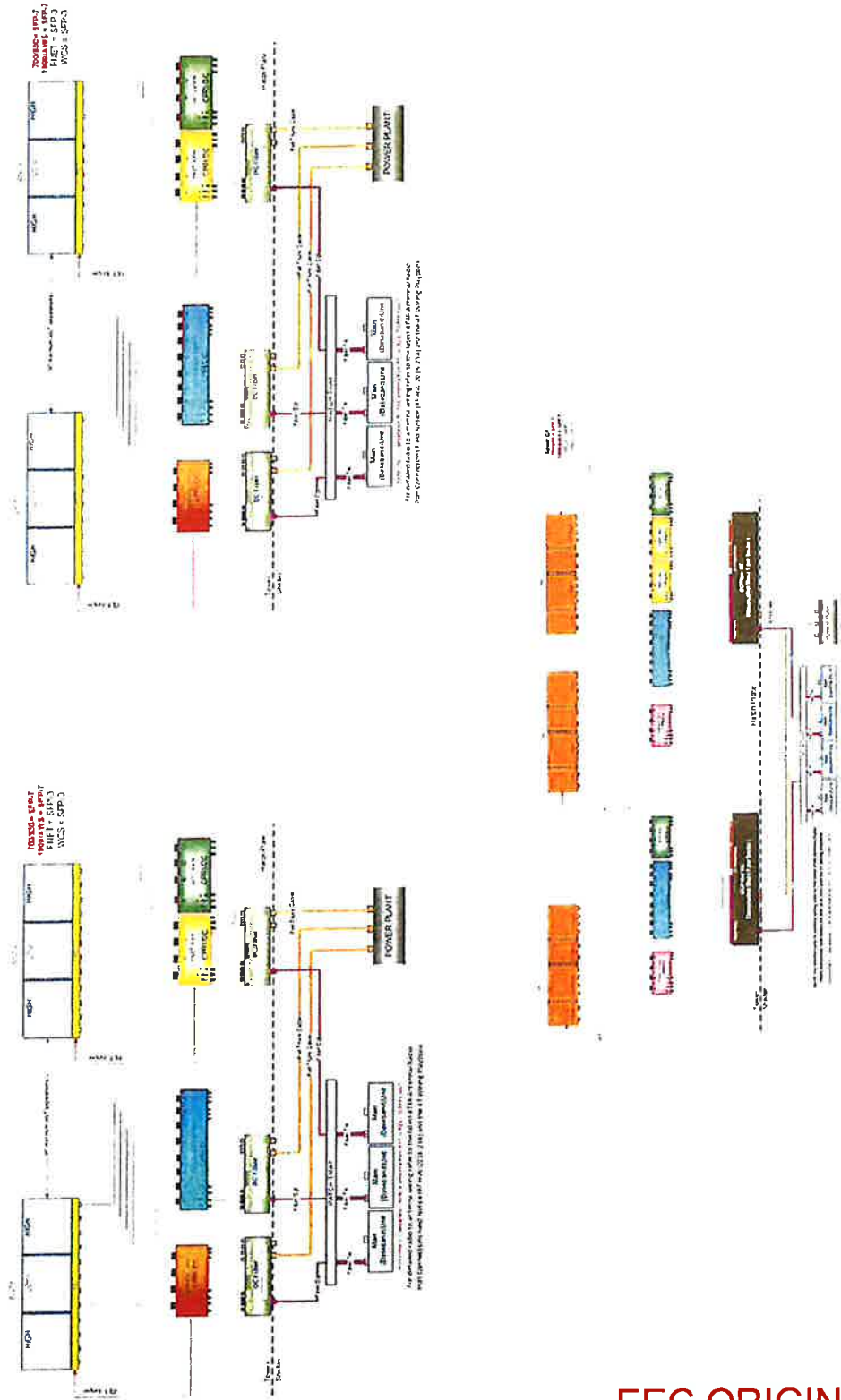
REV	DATE	DESCRIPTION
A	01/17/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

FA 10068994
SITE NAME:
BEN HULSE
SITE ADDRESS:
**7017 KIP ROAD
BRANLEY, CA 92927
IMPERIAL COUNTY**

SHEET TITLE
**PLUMBING
DIAGRAM**

SHEET NUMBER
LE-4



POWER PLANT
FACET - SFP-3
WCS - SFP-3

POWER PLANT
FACET - SFP-3
WCS - SFP-3

FOR DOCUMENTS TO BE PRINTED, SEE THE PROJECT ARCHITECT'S OFFICE FOR THE LATEST REVISIONS.

FOR DOCUMENTS TO BE PRINTED, SEE THE PROJECT ARCHITECT'S OFFICE FOR THE LATEST REVISIONS.

EEC ORIGINAL PKG

PLUMBING DIAGRAM

SCALE - N.T.S.

Exhibit B

General Terms and Conditions

Section 1. ENGINEERING REQUIREMENTS; PERMITS.

A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.

B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

health, environmental or communication permits or licenses required to perform any work on Licensee's Tower and/or Facilities.

Section 2. NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of the Licensor's operations and communications, and the safety of Licensor's personnel, property and the public are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all work by Licensee and the presence of Licensee on Licensor's Property, the safety standards set forth in this Agreement will be strictly adhered to by Licensee.

A. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

C. **Advance Notification Requirements.**

(i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

(ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.

(iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this Exhibit B, and (c) Licensor has provided Licensee written authorization to commence work.

D. **Inspections.** If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

Licensee's Tower and Facilities only upon the prior authorization from and under the direction of Licensor. Licensee represents and warrants that its use of UAS on Licensor's Property will comply with Licensor's then-current UAS policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

E. **Flagging Services.**

(i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.

(ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion

(ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

(iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

F. **Safety Standards.**

(i) Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Tower and Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards, found at the link below, to each of its employees before they enter Licensor's property:

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_natedoccs/pdf_up_supplier_safety_req.pdf

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

(i) Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this **Exhibit B**.

(iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.

I. **Supervision.** The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.

J. **Suspension of Work.** If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

K. **Removal of Debris.** The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.

L. **Explosives.** The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.

M. **Protection of Subsurface Facilities on Licensor's Property.** Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

(e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution / supply lines, and sewer pipes and lines). Protection of such facilities is of extreme importance since any break in or damage to the facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks. In addition to the notifications required under the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" in Section of this **Exhibit B**, prior to the performance of any work on Licensor's property, Licensee shall (i) comply with all one-call and local and state requirements for subsurface detection, and (ii) exercise due diligence in an effort to determine from the Licensor and all appropriate utilities, telecommunications companies, etc., if such facilities are present, and (iii) telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Licensor's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Licensor's property until all such protection or relocation has been completed.

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

Section 3. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Licensor's property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of

Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Tower and Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Tower and Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING SERVICES" Section of this **Exhibit B**, Licensor, in its sole and absolute discretion, shall determine if any Flagging Services are required. In the event Licensor requires such Flagging Services, such services will be at the sole cost and expense of Licensee. For any Flagging Services performed by Licensor, Licensor will submit itemized invoices to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 4. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and/or Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Site Name: Ben Hulse
CitySwitch Site: CAC009
UP Audit Number: #####

Prepared by, and after recording

Return to:

CitySwitch II, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 3rd day of May, 2022, by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Tower Construction Agreement ("License") on the 3rd day of May, 2022, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]

PC ORIGINAL PKG

EEC ORIGINAL PKG

IN WITNESS WHEREOF, the parties have executed this Memorandum of License as of the day and year first above written.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II,-A LLC

BY: Chris Doble

BY: Robert Raville

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 5/3/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022 before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

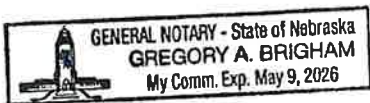
STATE OF Nebaska)
) ss.:
COUNTY OF DeWey)

On this 3rd day of May, 2022, before me personally appeared Chris D. Goble known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3rd day of May, 2022.

G.A. Brigham
Notary Public

My Commission Expires:



May 9, 2026

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description
when available.

**ATTACHMENT “J”- COMMENT
LETTERS**

Imperial Valley Emergency Communications
Communications Authority
2514 La Brucherie Road, Imperial, CA 92251
Voice: 442-265-6029



Imperial County Planning & Development Services
801 Main Street
El Centro, California 92243
Attention: Mr. Luis Valenzuela
June 8, 2023

RE: Comments on Project ID CUP # 23-0009/V23-0003/IS23-0009

Dear Mr. Valenzuela:

Thank you very much for the opportunity to review and comment on CUP # 23-0009/V23-0003/IS23-0009.

CitySwitch proposes the construction and development of a new communication facility and tower consisting of a 155-foot tall, monopole, co-locatable tower with a 10-foot tall lightning rod, various antennas, associated radio equipment, and other related infrastructure. The project location is 5395 East Highway 78, Brawley, CA 92227. APN 039-310-019.

The Imperial Valley Emergency Communications Authority (hereinafter, IVECA), is entrusted with the operation of the 800 MHz radio communication system which serves Imperial County Fire, Law Enforcement, and Emergency Medical Services.

Future IVECA or Imperial County communication needs could necessitate tower space on the proposed tower and other related on-site infrastructure. The project's location is quite desirable for communication system enhancements. We therefore are respectfully requesting a Local/Public Benefit Agreement with CUP # 23-0009/V23-0003/IS23-0009. We are hopeful for language favorable to IVECA for future communication system additions in perpetuity in said CUP. This would include, but not limited to, multiple antenna spaces, guaranteed antenna heights, and shelter space all at no cost to Imperial County or IVECA. It is obvious that the best interest of Imperial County first responders, and the public at large, are best served with the inclusion of a Local/Public Benefit Agreement.

Thank you in advance for your consideration of IVECA's request. Please contact me with any questions.

Sincerely,

Mark Schmidt
Imperial Valley Emergency Communications Authority (IVECA)
Emergency Communications Project Coordinator
markschmidt@co.imperial.ca.us
Cell: 442-283-1688

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PC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

RECEIVED

Jim Minnick
DIRECTOR

JUN 12 2023

May 30, 2023
REQUEST FOR REVIEW
AND COMMENTS

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

The attached project and materials are being sent to you for your review and as an early notification that the following project is being requested and being processed by the County's Planning & Development Services Department. Please review the proposed project based on your agency/department area of interest, expertise, and/or jurisdiction.

- | To: County Agencies | State Agencies/Other | Cities/Other |
|---|--|--|
| <input checked="" type="checkbox"/> County Executive Office – Rosa Lopez/
Miguel Figueroa | <input checked="" type="checkbox"/> IC Sheriff's Office – Robert
Benavidez/Fred Miramontes/Ryan
Kelley | <input checked="" type="checkbox"/> IID – Donald Vargas |
| <input checked="" type="checkbox"/> I.V. Emergency Communications Authority-
Mark Schmidt | <input checked="" type="checkbox"/> Board of Supervisors – John Hawk-
District #5 | <input checked="" type="checkbox"/> IC Fire/OES Office – Andrew Loper/
Sal Flores/Robert Malek |
| <input checked="" type="checkbox"/> County Airport- Jenell Guerrero | <input checked="" type="checkbox"/> Ag. Commissioner – Rachel
Garewal/Margo Sanchez/Ana L
Gomez/Jolene Dessert/ Sandra
Mendivil | <input checked="" type="checkbox"/> EHS – Jeff Lamoure/Mario Salinas/
Alphonso Andrade/Jorge Perez/Vanessa
R Ramirez |
| <input checked="" type="checkbox"/> Caltrans, District 11 – Roger Sanchez | <input checked="" type="checkbox"/> Campo Band Of Mission Indians -
Marcus Cuero/Jonathan Mesa | <input checked="" type="checkbox"/> BLM- Tristian Trifedell/ Carrie
Sahagun/ Nell Hamada/ Ranger Gonzalez |
| <input checked="" type="checkbox"/> Fort Yuma- Quechan Indian Tribe – Jordan
D. Joaquin/ H. Jill McCormick | <input checked="" type="checkbox"/> Public Works – Guillermo
Mendoza/John Gay | <input checked="" type="checkbox"/> APCD – Monica Soucier/Belen
Leon/Jesus Ramirez |

From: Luis Valenzuela, Planner I - (442) 265-1736 or luisvalenzuela@co.imperial.ca.us

Project ID: CUP23-0009/V23-0003/IS23-0009

Project Location: 5395 E., Highway 78, Brawley, CA 92227 APN 039-310-019

Project Description: The applicant is submitting Conditional Use Permit and Variance application, proposing a 166' monopole tower with a 10'-0" lightning rod.

Applicants: Cityswitch

Comments due by: June 13th 2023 at 5:00PM

COMMENTS: (attach a separate sheet if necessary) (if no comments, please state below and mail, fax, or e-mail this sheet to Case Planner)

No comments

Name: Ana Gomez Signature: [Signature] Title: Ag Biologist
Date: 6/9/23 Telephone No.: 442 265 1500 E-mail: ana.gomez@co.imperial.ca.us

L:\M\RS:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\CUP23-0009_V23-0003_IS23-0009 Request for Comments 05.33.23 .docx



AIR POLLUTION CONTROL DISTRICT

RECEIVED

JUN 14 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

June 13, 2023

Jim Minnick
Planning & Development Services Director
801 Main Street
El Centro, CA 92243

SUBJECT: Conditional Use Permit 23-0009 & Variance 23-0003 – Cityswitch

Dear Mr. Minnick:

The Imperial County Air Pollution Control District (Air District) would like to thank you for the opportunity to review and comment on Conditional Use Permit (CUP) 23-0009 and Variance (V) 23-0003 (Project). The Project proposes the construction and operation of a new 155-ft tall monopole tower with a 10-ft lightning rod for total tower height of 165 ft. The project is located at 5395 E. Highway 78, Brawley also identified as Assessor's Parcel Number (APN) 039-310-019.

The Air District reminds the applicant that the project must comply with all Air District rules and regulations and would emphasize Regulation VIII. Regulation VIII is a collection of rules designed to maintain fugitive dust emissions below 20% visual opacity.

If the project includes a generator it may be subject to permitting requirements, generally generators greater than 50-bhp require permits. The Air District requests the applicant contact Jesus Ramirez, Engineering & Permitting Division Manager, to discuss permitting requirements of any generators that may be part of the project.

For your convenience, the Air District's rules and regulations are available online at <https://apcd.imperialcounty.org/rules-and-regulations/>. If you have any questions or concerns please call our office at (442) 265-1800.

Respectfully,

Ismael Garcia
Environmental Coordinator

Reviewed by
Monica N. Soucier
APC Division Manager

California Department of Transportation

DISTRICT 11
4050 TAYLOR STREET, MS-240
SAN DIEGO, CA 92110
(619) 709-5152 | FAX (619) 688-4299 TTY 711
www.dot.ca.gov

RECEIVED**JUN 14 2023****IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

June 14, 2023

11-IMP-78

PM 41.107

CitySwitch Telecommunications Tower - Glamis

CUP 23-0009

Mr. Luis Valenzuela
Planner I
County of Imperial Planning & Development Services
801 Main Street
El Centro, CA 92243

Dear Mr. Valenzuela:

Thank you for including the California Department of Transportation (Caltrans) in the review process of the Conditional Use Permit (CUP) for the CitySwitch Telecommunications Tower located near State Route 78 (SR-78) in the Glamis area. The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities.

Safety is one of Caltrans' strategic goals. Caltrans strives to make the year 2050 the first year without a single death or serious injury on California's roads. We are striving for more equitable outcomes for the transportation network's diverse users. To achieve these ambitious goals, we will pursue meaningful collaboration with our partners. We encourage the implementation of new technologies, innovations, and best practices that will enhance the safety on the transportation network. These pursuits are both ambitious and urgent, and their accomplishment involves a focused departure from the status quo as we continue to institutionalize safety in all our work.

Caltrans is committed to prioritizing projects that are equitable and provide meaningful benefits to historically underserved communities, to ultimately improve transportation accessibility and quality of life for people in the communities we serve.

We look forward to working with the County of Imperial in areas where the County and Caltrans have joint jurisdiction to improve the transportation network and connections

"Provide a safe and reliable transportation network that serves all people and respects the environment"

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- Provide a pre and post-development hydraulics and hydrology study. Show drainage configurations and patterns.
- Provide drainage plans and details. Include detention basin details of inlets/outlet.
- Provide a contour grading plan with legible callouts and minimal building data. Show drainage patterns.
- On all plans, show Caltrans' R/W.
- Early coordination with Caltrans is recommended.
- Caltrans generally does not allow development projects to impact hydraulics within the State's R/W. Any modification to the existing Caltrans drainage and/or increase in runoff to State facilities will not be allowed.

Traffic Control Plan

A Traffic Control Plan is to be submitted to Caltrans District 11, including SR-78 adjacent to the project, at least 30 days prior to the start of any construction. Traffic shall not be unreasonably delayed. The plan shall also outline suggested detours to use during closures, including routes and signage.

Potential impacts to the highway facilities (SR-78) and traveling public from the detour, demolition and other construction activities should be discussed and addressed before work begins.

Environmental

Caltrans welcomes the opportunity to be a Responsible Agency under the California Environmental Quality Act (CEQA), as we have some discretionary authority of a portion of the project that is in Caltrans' R/W through the form of an encroachment permit process. We look forward to the coordination of our efforts to ensure that Caltrans can adopt the alternative and/or mitigation measure for our R/W. We would appreciate meeting with you to discuss the elements of the environmental document that Caltrans will use for our subsequent environmental compliance.

An encroachment permit will be required for any work within the Caltrans' R/W prior to construction. As part of the encroachment permit process, the applicant must provide approved final environmental documents for this project, corresponding technical studies, and necessary regulatory and resource agency permits. Specifically, CEQA determination or exemption. The supporting documents must address all environmental impacts within the Caltrans' R/W and address any impacts from avoidance and/or mitigation measures.

We recommend that this project specifically identifies and assesses potential impacts caused by the project or impacts from mitigation efforts that occur within Caltrans' R/W that includes impacts to the natural environment, infrastructure including but not limited to highways, roadways, structures, intelligent transportation systems elements,

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Mr. Luis Valenzuela, Planner I
June 14, 2023
Page 5

crossings. No work shall begin in Caltrans' Right of Way (R/W) until an encroachment permit is approved.

Any work performed within Caltrans' R/W will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans' R/W prior to construction. As part of the encroachment permit process, the applicant must provide an approved final environmental document including the CEQA determination addressing any environmental impacts with the Caltrans' R/W, and any corresponding technical studies.

Please see the following chapters in the Caltrans' manuals:

- Chapter 600 of the Encroachment Permits Manual for requirements regarding utilities and state R/W: <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/chapter-6-ada-a11y.pdf>.
- Chapter 2-2.13 of the Plans Preparation Manual for requirements regarding utilities and state R/W: <https://dot.ca.gov/-/media/dot-media/programs/design/documents/cadd/ppm-text-ch2-sect2-13-a11y.pdf>
- Chapter 17 of the Project Development Procedures Manual <https://dot.ca.gov/-/media/dot-media/programs/design/documents/pdpm-chapter17-a11y.pdf>.

If you have any questions or concerns, please contact Mark McCumsey, LDR Coordinator, at (619) 985-4957 or by e-mail sent to Mark.McCumsey@dot.ca.gov.

Sincerely,

Kimberly Dodson for

MAURICE A. EATON
Branch Chief
Local Development Review

"Provide a safe and reliable transportation network that serves all people and respects the environment"

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PC ORIGINAL PKG

COUNTY EXECUTIVE OFFICE

Miguel Figueroa
County Executive Officer
miguelfigueroa@co.imperial.ca.us
www.co.imperial.ca.us



County Administration Center
940 Main Street, Suite 208
El Centro, CA 92243
Tel: 442-265-1001
Fax: 442-265-1010


RECEIVED

MAY 31 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

May 31, 2023

TO: Luis Valenzuela, Planning and Development Services Department

FROM: Rosa Lopez-Solis, Executive Office 

SUBJECT: Comments – City Switch - CUP 23-0009

The County of Imperial Executive Office is commenting on City Switch - CUP 23-0009 project. The Executive Office would like to inform the developer of conditions and responsibilities should the applicant seek a Conditional Use Permit (CUP). The conditions commence prior to the approval of an initial grading permit and subsequently continue throughout the permitting process. This includes, but not limited to:

- Sales Tax Condition. The permittee is required to have a Construction Site Permit (prior to the issuance of any grading permits) reflecting the project site address, allowing all eligible sales tax payments are allocated to the **County of Imperial, Jurisdictional Code 13998**.
- The permittee will provide the County of Imperial a copy of the CDTFAs 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

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PC ORIGINAL PKG

Melina Rizo

From: Mario Salinas
Sent: Tuesday, May 30, 2023 10:02 AM
To: Melina Rizo; Donald Vargas ; Jorge Perez
Cc: Jim Minnick; Michael Abraham; Diana Robinson; Luis Valenzuela; Aimee Trujillo; John Robb; Kamika Mitchell; Laryssa Alvarado; Rosa Soto; Valerie Grijalva
Subject: RE: CUP23-0009/V23-0003/IS23-0009 Requests for Comments

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Ms. Rizo,

Pertaining to CUP# 23-0009, if the applicant intends to have generator(s) or storage equipment storing 1,320-gallons of petroleum based product, please have the applicant contact our office. If not, Division of Environmental Health does not have any comments at this time.

Mario Salinas, MBA

Environmental Health Compliance Specialist
Imperial County Public Health Department
Division of Environmental Health
797 Main Street Suite B, El Centro, CA 92243
mariosalinas@co.imperial.ca.us
Phone: (442) 265-1888
Fax: (442) 265-1903
www.icphd.org



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 30, 2023 9:50 AM
To: Alphonso Andrade <AlphonsoAndrade@co.imperial.ca.us>; Ana L Gomez <analgomez@co.imperial.ca.us>; Andrew Loper <AndrewLoper@co.imperial.ca.us>; Belen Leon <BelenLeon@co.imperial.ca.us>; Donald Vargas <dvargas@iid.com>; Fred Miramontes <fmiramontes@icso.org>; H. Jill McCormick <historicpreservation@quechantribe.com>; Jeff Lamoure <JeffLamoure@co.imperial.ca.us>; Jolene Dessert <JoleneDessert@co.imperial.ca.us>; Jordan D. Joaquin <tribalsecretary@quechantribe.com>; Jorge Perez <JorgePerez@co.imperial.ca.us>; Marcus Cuero <marcuscuero@campo-nsn.gov>; Margo Sanchez <MargoSanchez@co.imperial.ca.us>; Mario Salinas <MarioSalinas@co.imperial.ca.us>; Miguel Figueroa <miguelfigueroa@co.imperial.ca.us>; Monica Soucier <MonicaSoucier@co.imperial.ca.us>; Robert Benavidez <rbenavidez@icso.org>; Robert Malek <RobertMalek@co.imperial.ca.us>; Rosa Lopez <RosaLopez@co.imperial.ca.us>;



COUNTY OF
IMPERIAL

DEPARTMENT OF
PUBLIC WORKS

155 S. 11th Street
El Centro CA
92243

Tel: (442) 265-1818

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Public Works works for the Public



July 6, 2023

Mr. Jim Minnick, Director
Planning & Development Services Department
801 Main Street
El Centro, CA 92243

Attention: Luis Valenzuela, Planner I

SUBJECT: CUP 23-0009 / V 23-0003 / IS 23-0009 Cityswitch
Located on 15 W HWY 98, Calexico, CA 92231
APN's 058-180-001

RECEIVED

JUL 06 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

Dear Mr. Minnick:

This letter is in response to your submittal received by this department on May 30, 2023 for the above mentioned project. The applicant proposes a 166' monopole tower with a 10- lightning rod.

Department staff has reviewed the package information and the following comments shall be Conditions of Approval:

1. A Drainage and Grading letter prepared by a California Licensed Civil Engineer shall be provided providing property grading and drainage control, which shall also include prevention of sedimentation of damage to off-site properties.
2. Applicant should have legal and physical access off of public road(s) as required for the project along with any encroachment permits for access from the appropriate public agency.

Should you have any questions, please do not hesitate to contact this office. Thank you for the opportunity to review and comment on this project.

Respectfully,

By: *David Dale*

David Dale, PE. PLS
Assistant Public Works Director, County Surveyor

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June 13, 2023

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JUN 13 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

Mr. Luis Valenzuela
Planner I
Planning & Development Services Department
County of Imperial
801 Main Street
El Centro, CA 92243

SUBJECT: City Swytch Telecom Tower Project at Highway 78; CUP23-0009/V23-0003/IS23-0009

Dear Mr. Valenzuela

On May 30, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, a request for agency comments on the telecom tower project at Highway 78; Conditional Use Permit No. 23-0009, Variance No. 23-0003, Initial Study No. 23-0009. The applicant, CitySwytch, proposes to install a 166 ft. monopole tower with a 10 ft. lightning rod on a 125 ft. x 20 ft. site located at 5395 E. Highway 78, Brawley, CA (APN 039-310-019-000).

The IID has reviewed the application and has the following comments:

1. IID currently does not have any electrical facilities in the project vicinity to be able to serve the communication tower. Applicant will need to seek other options to be able to serve tower electrically, such as a stand-by generator, photovoltaic, wind or a combination of energy generation thereof.
2. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/departments-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements. No foundations or buildings will be allowed within IID's right of way.
3. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, environmental impact analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental

Luis Valenzuela

From: Jill McCormick <historicpreservation@quechantribe.com>
Sent: Wednesday, August 2, 2023 10:27 AM
To: John Robb; Luis Valenzuela
Subject: RE: [EXTERNAL]:CUP23-0009 AB 52 Letter to Quechan

CAUTION: This email originated outside our organization; please use caution.

This email is to inform you that we do not wish to comment on this project.

H. Jill McCormick M.A.
Ft. Yuma Quechan Indian Tribe
P.O. Box 1899
Yuma, AZ 85366-1899
Office: 760-572-2423
Cell: 928-261-0254



From: John Robb <JohnRobb@co.imperial.ca.us>
Sent: Wednesday, August 02, 2023 10:02 AM
To: Jill McCormick <historicpreservation@quechantribe.com>
Cc: Luis Valenzuela <luisvalenzuela@co.imperial.ca.us>; Diana Robinson <DianaRobinson@co.imperial.ca.us>; Jim Minnick <JimMinnick@co.imperial.ca.us>; Michael Abraham <MichaelAbraham@co.imperial.ca.us>; Aimee Trujillo <aimeetrujillo@co.imperial.ca.us>; Kamika Mitchell <kamikamitchell@co.imperial.ca.us>; Laryssa Alvarado <laryssaalvarado@co.imperial.ca.us>; Rosa Soto <RosaSoto@co.imperial.ca.us>
Subject: [EXTERNAL]:CUP23-0009 AB 52 Letter to Quechan

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Attached hereto please find copy of Quechan Indian Tribe AB52 letter for CUP 23-0009. Original letter has been sent via certified mail.

Document has been saved under the following pathway:

PC ORIGINAL PKG

EEC ORIGINAL PKG

S:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\AB52

Thank you,

John Robb

Office Assistant III

Imperial County Planning & Development Services

801 Main Street

El Centro, CA 92243

(442) 265-1736

(442) 265-1735 (Fax)

JohnRobb@co.imperial.ca.us





Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Telephone: 303.297.2900
shermanhoward.com



Allison R. Burke
Direct Dial Number: 303.299.8045
E-mail: aburke@shermanhoward.com

January 9, 2024

VIA E-MAIL

Imperial County Planning & Development Services
Mr. Jim Minnick
Planning & Development Services Director
JimMinnick@co.imperial.ca.us

RECEIVED

By Imperial County Planning & Development Services at 3:55 pm, Jan 09, 2024

Re: *Imperial County Planning & Development Services Project Reports and Staff Reports*

CUP23-0009, Variance 23-0003 (APN 039-310-019)
CUP23-0010, Variance 23-0004 (APN 056-470-002)
CUP23-0011, Variance 23-0006 (APN 041-200-008)

Dear Mr. Minnick:

Sherman & Howard L.L.C. represents CitySwitch with respect to CitySwitch’s pending applications for Conditional Use Permits and Variances (collectively, the “Applications”) for three different proposed cellular tower sites in Imperial County, California identified above (collectively, the “Proposed Sites”). We are in receipt of the Imperial County Planning & Development Services Project Reports, Staff Reports, and other hearing materials (collectively the “Hearing Packages”) for the January 10, 2024 Planning Commission hearing for the Proposed Sites. We request that you provide a copy of the letter to the Planning Commission in advance of the January 10 hearing. If you would like for CitySwitch to do so, please provide the information for us to submit the letter to the Planning Commission.

We write to address the Staff Reports findings, including (1) the “General Plan Findings” in the Project Reports; and (2) the “Land Use Analysis” for each of the Proposed Sites. These findings violate the Telecommunications Act of 1996 and related Federal Communications Commission (“FCC”) Orders regarding wireless services and facilities. CitySwitch’s position is set forth below. CitySwitch will also be prepared to present its position during the January 10 Planning Commission hearing.

I. The Applications

On April 12, 2023, CitySwitch submitted the Applications for the Proposed Sites, each demonstrating CitySwitch’s compliance with all Imperial County Land Use Code (the “Code”) requirements, and each supported by substantial documentation. Significantly, within each



Application, CitySwitch alerted the County to the existing towers owned by SBA. Specifically, CitySwitch identified the existing SBA towers when discussing the following Code requirements:

- Provisions for future co-location, as required under Section 92401.04(13).
- Alternative analysis, as required under Section 92401.06.
- Special privileges, as required under Section 90203.09(G).
- No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility, as required under Section 92405.01(B)(2).

CitySwitch also provided three Sworn Statements of Spencer Gambrell in Support of New Tower Construction (the “AT&T Economic Burden Affidavits”) explaining why the existing SBA towers are no longer technically and economically feasible collocation options for AT&T. Specifically, Mr. Gambrell explained:

- The SBA towers have become high-cost antenna site structures for AT&T.
- It is economically burdensome for AT&T to continue using the SBA towers and continued use would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated to the proposed CitySwitch towers.
- SBA increases rent, assesses other costs, and poses logistical issues when AT&T installs additional wireless facilities, modifications, and upgrades on the SBA towers.
- The current rent charged by SBA to co-locate on the SBA towers is substantially more than what CitySwitch will charge AT&T. The annual rent increases on the SBA towers is also higher than rent increased charged by CitySwitch. Over the next 20 years, the cost for AT&T to co-locate on the existing SBA towers is more than \$13 million dollars.
- SBA has resisted economically sustainable cost structures and refused to offer more competitive terms even though the tower marketplace has changed substantially since the SBA leases were originally entered.
- Despite the substantial capital costs associated with relocating to the proposed CitySwitch towers, it will still be economically beneficial to re-locate away from the SBA towers.
- AT&T will be able to continuously upgrade its wireless facilities and services on the proposed CitySwitch towers, while SBA would impose application fees, a lengthy administrative process, and a lease amendment. The proposed CitySwitch towers offer better flexibility for AT&T to upgrade technologies and quickly respond to ever-changing coverage and capacity demands of its wireless network.

II. Imperial County’s Request for Additional Information Relating to the SBA Towers and CitySwitch’s October 6, 2023 Correspondence

On July 24, 2023, Imperial County requested additional information relating to existing, nearby towers owned by SBA Towers, including revised coverage lots for the Proposed Sites showing coverage from the SBA-owned towers. On October 6, 2023, CitySwitch provided the County updated coverage plots for the Proposed Sites and also provided the correspondence



attached to this letter as **Exhibit 1**. In the October 6, 2023 Letter, CitySwitch acknowledged the County's stated preference for collocation, including as specified in Land Use Code Section 92401.00, but again explained why the existing SBA sites are not feasible collocation options for CitySwitch's customer, AT&T – for both economic and technological reasons.

III. The Project Reports and Staff Reports Determinations Regarding Existing Towers Owned by SBA.

On December 29, 2023, The County provided access to the Project Reports and Staff Reports prepared in preparation for the January 10, 2024 Planning Commission hearing.

On the first page titled "Project Report" for each of the Proposed Sites, the County has taken the position that the Applications are "Inconsistent" with the County's General Plan.

Under the Land Use Analysis in the Staff Reports, the County acknowledges that the proposed projects are consistent with the applicable zoning district, but the County "determined that [each Application] 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 Imperial County [by] minimizing the number of towers throughout the community...' as the proposed telecommunications tower would be situated approximately 1565 feet south [2008.33 feet south, and 1000 feet south] of an existing telecommunications tower owned by [SBA] operating under Conditional Use Permit #16-0033 [#19-0029, #16-0039]. Upon further research on submitted reports of the adjacent tower, it was found that tower space for future co-locators is still available."

IV. The County's Denial of the Applications Will Materially Inhibit CitySwitch's Provision of Wireless Services in Violation of the Federal Telecommunications Act.

Congress passed the Telecommunications Act in 1996 (TCA). "[I]ts primary purpose was to reduce regulation and encourage the rapid deployment of new telecommunications technologies." *Reno v. ACLU*, 521 U.S. 844, 857 (1997) (quotation marks omitted). Congress preserved local zoning authority over "the placement, construction, and modification of personal wireless service facilities," like cell towers. 47 U.S.C. § 332(c)(7)(A). But it specified that such regulation "shall not prohibit or have the effect of prohibiting the provision of personal wireless services." *Id.* § 332(c)(7)(B)(i)(II). Further, under Section 253 of the TCA, no local or state statute or regulation may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications services. 47 U.S.C. § 253(a). These provisions of the TCA "authorize the FCC to preempt any state or local requirements that 'prohibit or have the effect of prohibiting' any entity from providing telecommunications services." *City of Portland v. United States*, 969 F.3d 1020, 1032 (9th Cir. 2020) (quoting U.S.C. § 253(a), (d)).



The Communication Facilities' section of Imperial County's Code was adopted in 2000, with certain amendments adopted by Ordinance No. 1504 in December 2014. Since then, the FCC has issued three key regulatory orders affecting the enforceability of certain local zoning regulations applicable to wireless facilities.

Specifically, in its 2018 order, the FCC interpreted 47 U.S.C. §§ 253(a) and 332(c)(7) to prohibit local government action that “materially limits or inhibits the ability of any competitor or potential competitor to compete in a fair and balanced legal and regulatory environment.” *Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Inv.*, 33 FCC Rcd. 9088, 9102 (2018) (“2018 FCC Order”). Prior to this guidance, most courts required the carrier to show a “significant gap” in coverage exists in an area and to consider whether alternatives to the carrier’s proposed solution to that gap existed. *See, e.g., American Tower Corp. v. City of San Diego*, 763 F.3d 1035, 1056 (9th Cir. 2014).

Under the 2018 guidance, a legal requirement can “materially inhibit” service even if it is not an “insurmountable barrier.” 2018 FCC Order ¶¶ 34–35, 41–42. The FCC Also made clear that a state or local legal requirement effectively prohibits the provision of wireless services if it inhibits or limits a provider “not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities.” *Id.* ¶ 37. Under this standard, preventing an existing provider from delivering service to a new area, restricting the entry of a new provider in a given area, of materially inhibiting the introducing of new service or the improvement of existing services all create unlawful “effective prohibitions” of service. *Id.* Prior to this guidance, most courts required the carrier to show a “significant gap” in coverage exists in an area and to consider whether alternatives to the carrier’s proposed solution to that gap existed. *See, e.g., American Tower Corp. v. City of San Diego*, 763 F.3d 1035, 1056 (9th Cir. 2014).

If the County proceeds with denying the Applications as “inconsistent” with Imperial County’s General Plan due to the presence of existing tower sites owned and operated by SBA, it will be a material inhibition of CitySwitch’s ability to provide wireless services. The Imperial County General Plan’s *intent* to minimize the total number of wireless towers (which is not a *requirement* in the first instance¹) would be operating as a blanket restriction on the ability to

¹ While the County does have a stated *preference* for collocation and minimization of cellular towers, these appear to be *goals* rather than *requirements* for the Applications. For example, Section 92401.00 of the Code states that it is the County’s “intent” that its regulations serve to “[m]inimize the number of towers throughout the community[.]” Section 92401.05(B)(2) requires the Planning Commission to determine that “[n]o alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility.” Section 92401.06(A) requires an alternative analysis which must include (1) co-location at all existing facilities whether in the unincorporated area of the county, a city or an adjacent county.” And Section 92401.04(17) requires an inventory of existing towers as part of the application materials.

The County has *no restrictions* based on existing towers, such as minimum distance requirements(which is irrelevant, as the SBA towers are not feasible economic or technologic options for CitySwitch’s tenant, AT&T).



construct wireless towers where another company has incidentally entered the marketplace first. A blanket restriction like this is not permitted as a matter of law.

Furthermore, the County's Project Reports and Staff Reports do not refer to either the AT&T Economic Burden Affidavits or CitySwitch's October 6, 2023 Letter which again explained why the SBA tower sites are not feasible sites for AT&T to continue collocating. Instead, the County appears poised to deny the Applications simply due to proximity to the existing SBA towers without regard to whether the SBA towers are actually feasible collocation sites for AT&T. In practice, this will result in an effective monopoly on wireless towers in the County for SBA, simply because SBA applied for its Conditional Use Permits first. This runs counter to one of the stated purposes of the TCA, which is to promote competition. *See T-Mobile USA Inc. v. City of Anacortes*, 572 F.3d 987, 991 (9th Cir. 2009). If CitySwitch's Applications are denied, SBA will be free to charge AT&T and other tenants whatever rent it wants on whatever lease terms it desires, knowing that the County will not allow another competitor to enter the space. And in doing so, the County will materially inhibit the deployment of wireless services within Imperial County by: (1) forcing cellular providers to collocate on an existing SBA tower on higher-than-market rents and uncompetitive lease terms; (2) preventing cellular providers from freely and easily updating their equipment as technologies rapidly change; (3) diverting resources that could otherwise be used to invest in expanding wireless networks and conducting necessary network upgrades necessary to meet increased demand for wireless voice and broadband services; and (4) potentially *decreased* cellular services within Imperial County if the providers in these areas decide that SBA's high costs and unreasonable lease terms do not meet the cellular providers' business needs and requirements and leave the SBA towers altogether.. These outcomes are all at odds with the stated purposes of the TCA.²

V. Request for Deferral

If the Planning Commission appears likely to deny the Applications following the comment period during the January 10, 2024 Planning Commission hearing, CitySwitch intends to request a deferral of the Planning Commission's vote. Under Section 90104.10, "[a]ny scheduled hearing may be continued by the hearing body ... [to] a specific date and time," so long as a continuance would not "cause the project to be heard beyond a statutory time limit." The parties entered into a

Concluding that the Applications are consistent with the applicable zones, yet then refusing to issue permits based on nebulous "goals" and "intents" will materially inhibit the deployment of wireless services.

² The County also failed to comply with the Code's requirements to notify CitySwitch that its proposed towers are not consistent with the County's General Plan. Under Section 90203.02, "If in the determination of staff a proposed use is not consistent with the general plan, staff shall inform the applicant *prior to an application being deemed complete*. If the applicant withdraws the application at this point (prior to the hearing), the applicant shall be entitled to a full refund of all application fees paid to the department, less the actual cost to notice, advertise, and staff costs incurred up to the time a withdrawal request is made." (*Id.*) The Project Reports effectively determine that the Proposed Sites are not consistent with the general plan, yet the County failed to inform CitySwitch of this determination even though the SBA sites were identified at the time CitySwitch first submitted the Applications on April 12, 2023.

Imperial County, California
January 9, 2024
Page 6



Tolling Agreement to extent the time for the Applications to be heard, up to and including February 29, 2024. We intend to ask the County to postpone its decision until February 14, 2024.

* * *

We will be prepared to address these arguments at the Planning Commission hearing on January 10, 2024.

Sincerely,

A handwritten signature in blue ink that reads "Allison R. Burke".

Allison R. Burke

ARB/lmg

cc: Melissa Reagan, Esq.
Mr. Gerardo Quero
Ms. Evelia Jimenez
Mr. Luis Valenzuela



Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80202
Telephone: 303.297.2900
shermanhoward.com



Allison R. Burke
Direct Dial Number: 303.299.8045
E-mail: aburke@shermanhoward.com

October 6, 2023

EXHIBIT
1

VIA E-MAIL

Imperial County Planning & Development Services
Luis Valenzuela (luisvalenzuela@co.imperial.ca.us)
Evelia Jiminez (ejiminez@co.imperial.ca.us)
Gerardo Quero (gerardoquero@co.imperial.ca.us)

Re: Updated Coverage Plots
CUP23-0009 (APN 039-310-019)
CUP23-0010 (APN 056-470-002)
CUP23-0011 (APN 041-200-008)

Dear Valenzuela, Ms. Jiminez, and Mr. Quero:

Sherman & Howard L.L.C. represents CitySwitch with respect to CitySwitch’s pending applications for Conditional Use Permits and Variances for three different proposed cellular tower sites in Imperial County, California identified above (together, the “Proposed Sites”).

On July 24, 2023, Imperial County requested revised coverage plots for the Proposed Sites showing coverage from existing, nearby towers owned by SBA. Updated copies of the coverage plots for the three sites are being provided along with this letter.

While CitySwitch acknowledge that Imperial County has a stated preference for collocation on existing tower sites (*see, e.g.*, §§ 92401.00, 92401.05(B)(2)(a); 92401.06(A)), it reiterates that these existing SBA sites are not feasible collocation options for its customer, AT&T, for both economic and technologic reasons, as explained in this letter and more fully in the Sworn Statements of Spencer Gambrell in Support of New Tower Construction that were submitted with the Conditional Use Permit and Variance Applications referenced above (the “Sworn Statements”).¹ A jurisdiction’s preference for collocation cannot force an applicant to absorb excess costs associated with collocating on a particular existing site. *See, e.g., Tillman Infrastructure LLC v. Bd. of Supervisors of Culpepper County, Va.*, No. 3:21-cv-00040, 2022 WL 18026334, at *5–7 (W.D. Va. Dec. 30, 2022) (finding existing SBA sites were not potential collocation sites due to higher costs and fees).

¹ SBA is a publicly-traded company that owns wireless towers and leases on the space on those towers to wireless carriers like AT&T; it is a competitor of CitySwitch.



The existing SBA towers are not economically feasible because it will cost AT&T more than \$13 million in additional rent to remain on the SBA towers just at these Imperial County sites over the next 20 years. (*See Sworn Statements at ¶ 7.*) Furthermore, AT&T has leased space from SBA in Imperial County since March of 2005, but since then, the tower marketplace has become more competitive, which has led to more competitive economic terms in tower lease agreements. SBA, however, has resisted an economically sustainable cost structure with its existing AT&T collocation sites, such that many of these are now economically burdensome, including the Proposed Sites at issue here. (*See id.* at ¶ 8.)

In addition to the economic infeasibility, the SBA sites are no longer technologically or administratively feasible. First, the existing SBA towers do not include any “set aside” capacity reserved for AT&T’s future wireless facilities’ needs. Without additional available capacity, AT&T is unable to continue building out FirstNet, the country’s first nationwide integrated data network for providers of emergency services.² Without “set aside” capacity, AT&T is forced to apply to SBA for additional space and/or wireless facilities improvements, which triggers an application fee and a lengthy administrative review process involving a structural analysis of the tower and an amendment to the existing lease agreement. This process often takes several months, resulting in additional unnecessary delay and extra costs. (*See id.* ¶ 15.) By contrast, the CitySwitch master lease tower agreement provides AT&T with 30,000 square inches of space on each tower. This exclusive space provides greater flexibility to AT&T to upgrade technologies, expand the deployment of FirstNet, and respond to ever-changing coverage and capacity demands. (*See id.* ¶ 16.)

In short, while there are existing SBA towers located near the Proposed Sites, the SBA towers are not economically or technologically feasible sites for continued collocation for AT&T.

Please do not hesitate to contact me if you have questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Allison R. Burke".

Allison R. Burke

ARB/lmg

² FirstNet is a public-private partnership between AT&T and the United States Department of Commerce’s National Telecommunications and Information Administration (NTIA), which is overseeing the buildout, deployment, and operation of the nation’s first communications network dedicated to emergency responders and the public safety community. *See* <https://www.firstnet.gov/about>.

LAW OFFICE OF
ROBERT L. KENNY

501 WEST BROADWAY, SUITE 1370
SAN DIEGO, CALIFORNIA 92101

WRITER'S E-MAIL ADDRESS
rkenny@kennylaw.net

TELEPHONE: (619) 234-1616
FACSIMILE: (619) 233-1969

January 9, 2024

Via Email: laryssaalvarado@co.imperial.ca.us

Imperial County Planning Commission
940 Main Street
El Centro, CA 92243

RECEIVED

By Imperial County Planning & Development Services at 4:58 pm, Jan 09, 2024

Re: Objections of SBA Structures, LLC to (a) CitySwitch LLC Application for a Conditional Use Permit (#23-0009) and Variance (#23-0003); (b) CitySwitch LLC Application for a Conditional Use Permit (#23-0010) and Variance (#23-0004); and CitySwitch LLC Application for a Conditional Use Permit (#23-0011) and Variance (#23-0006)

Dear Commission Members:

This firm represents SBA Structures, LLC, a subsidiary of SBA Communications Corp. ("SBA"). SBA hereby submits its Objections to the following Applications of CitySwitch, LLC ("CitySwitch"), currently set for hearing by the Imperial County Planning Commission ("Planning Commission") on January 10, 2024:

(a) CitySwitch Application for a Conditional Use Permit ("CUP") #23-0009 and Variance #23-0003 to construct a 166-foot telecommunications tower at 5395 E. Highway 78, Brawley, CA ("E. Highway 78 Tower") (Agenda Item No. 7);

(b) CitySwitch Application for a CUP #23-0010 and Variance #23-0004 to construct a 180-foot telecommunications tower at 673 Sidewinder Road, Winterhaven, CA ("Sidewinder Road Tower") (Agenda Item No. 8); and

(c) CitySwitch Application for a CUP #23-0011 and Variance #23-0006 to construct a 210-foot telecommunications tower at 1505 East Keystone Road, ("East Keystone Road Tower") Brawley, CA (Agenda Item No. 9).

As correctly noted in the Staff Reports for each CitySwitch Application, SBA owns and operates telecommunication towers in close proximity to the towers CitySwitch proposes in its Applications. SBA owns a tower located approximately 1565 feet from CitySwitch's proposed E. Highway 78 Tower, which SBA operates under CUP #16-0033. SBA owns a tower located approximately 2008.33 feet from CitySwitch's proposed Sidewinder Road Tower, which

PC ORIGINAL PKG

CitySwitch operates under CUP #19-0029. SBA owns a tower located approximately 1,000 feet from CitySwitch's proposed East Keystone Road Tower, which SBA operates under CUP #16-0039. Enclosed with this letter is a map showing the close proximity of the tower locations.

AT&T is currently a tenant/co-locator on each of the SBA towers identified above. The primary basis for each CitySwitch Application is its claim that AT&T has "deemed" its lease agreements for the SBA towers to be "economically burdensome" and that AT&T desires to relocate to the proposed CitySwitch towers. CitySwitch proposes building new towers in close proximity to existing SBA towers in order to provide financial assistance to its *potential* tenant and to harm its competitor by taking away SBA's longtime tenant. The only evidence CitySwitch provides to support its Applications is a "form" sworn statement from AT&T representative Spencer Gambrell that was executed on February 28, 2023 ("Gambrell Statement").

Although CitySwitch claims in its Applications to have "commitments" from AT&T to transfer its facilities to the proposed towers, the Gambrell Statement refers only to "nationwide development and master lease agreements" that AT&T purportedly has in place with CitySwitch. (Gambrell Statement, ¶ 11.) The Gambrell Statement describes a common agreement between companies like CitySwitch and SBA who build cell towers at their own cost and lease the towers to cellular service providers like AT&T. CitySwitch provides no evidence of actual lease agreements it has in place with AT&T for the proposed towers should the Planning Commission approve the CitySwitch Applications.

Since the Gambrell Statements were signed in February 2023, AT&T and SBA entered into their own Master Lease Agreement ("MLA") establishing agreed upon rental rates and other terms for the more than 6,500 towers AT&T currently leases from SBA, including the three towers identified above, as well as new collocation leases. Enclosed are three letters from SBA's California Site Marketing Manager, Markella Markouizos, confirming the new MLA with AT&T.

Ms. Markouizos describes her surprise at the claims by AT&T that SBA has been unreasonable in negotiating lease rates. She reports that she has not been contacted by AT&T to discuss renegotiating the lease rates for the three towers at issue in the CitySwitch Applications. She also reports that AT&T has not contacted her to discuss any equipment upgrades they require and has not expressed any concerns regarding the current lease rate and terms.

Ms. Markouizos also addresses an issue raised in the Gambrell Statement—AT&T's requirement to upgrade its equipment to implement the FirstNet nationwide integrated emergency services network. As she reports in her letters, SBA recently contracted with AT&T to upgrade its equipment on the SBA towers to include FirstNet; the FirstNet Amendment was executed in December 2019; and it is operational today from the existing SBA towers. There is no merit to the claim in the Gambrell Statement that AT&T needs the new CitySwitch towers in

order to avoid the “application and administrative review process” to install FirstNet on the existing SBA towers.

As Ms. Markouizos states in her letters, SBA has offered to match the monthly rental rate currently offered to AT&T by CitySwitch, less \$10.00, upon AT&T providing a copy of bona fide documentation of the monthly rate offered by CitySwitch. SBA’s offer will alleviate the “undue economic hardship” alleged in the Gambrel Statement executed almost a year ago.

Enclosed with this letter are RF Analyses and corresponding RF propagation maps depicting AT&T’s coverage at each of the SBA towers in comparison with to the proposed CitySwitch towers. Due to their proximity to the existing SBA towers, the proposed CitySwitch towers would not appreciably expand the scope and strength of available coverage in the area. Instead, the CitySwitch towers would provide duplicative or overlapping coverage to that already provided by the SBA towers. Furthermore, the installation of additional antennas on the proposed CitySwitch towers would be considered an “overbuild” or impractical given the coverage overlap with the SBA towers.

As Ms. Markouizos states in her letters, SBA has a good relationship with AT&T. SBA welcomes the opportunity to work with AT&T to stay collated on the existing SBA towers, which would prevent the unnecessary and needless proliferation of additional telecommunication towers in the area. It is clear that the *only* purpose for the three towers proposed by CitySwitch is to harm its competitor by luring away the primary tenant on the existing SBA towers.

The Applications also do not include any evidence of actual commitments by Union Pacific Railroad (“UPR”) to lease any of the three proposed towers. SBA has agreements with UPR similar to the MLA it has with AT&T. Like CitySwitch, SBA’s MLA with UPR allows SBA to develop towers or provide co-location sites if they can be permitted.

The CitySwitch Applications do not contain any evidence establishing that UPR has a need for the proposed towers. CitySwitch does not present any evidence showing how the UPR network works and why three additional towers are necessary to meet UPR’s requirements when there are already SBA towers in close proximity. There is no evidence that UPR is not already using the existing SBA towers, or could nor do so under the MLA between UPR and SBA.

SBA urges the Planning Commission to deny all three CitySwitch Applications because they conflict with Division 24, Section 92401.00—Purpose. That County Ordinance provides that its “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....”

The proposed CitySwitch towers violate the intent of the County Ordinance because the towers would be located less than half a mile from the existing SBA towers. The three new

towers proposed by CitySwitch are duplicative and unnecessary and contrary to the goals established in the County Ordinance. CitySwitch has not met its burden of showing necessity and the absence of alternatives to justify overriding the stated public interest in minimizing the number of towers in any particular area. Allowing CitySwitch to build duplicative towers to help AT&T save money—and harm SBA—is not in the best interest of the public. The Planning Commission should deny the Applications to avoid the construction of unnecessary towers that adversely impact the aesthetics of the surrounding area.

If the Planning Commission is not prepared to deny the Application based on the insufficient record that exists, SBA requests it employ the procedures provided in Section 92406.01—Alternatives analysis. CitySwitch has offered to pay for an independent expert to review the alternatives and determine if there is actually a need for the three towers by AT&T, UPR or anyone else that overrides the duty to protect the public by minimizing the number of towers throughout the community. The Planning Commission should require that CitySwitch do so before approving the three Applications.

I will attend the hearing by Zoom along with Jason Laskey of SBA. We look forward to answering any questions the Commissioners may have regarding SBA's Objections.

Very truly yours,



Robert L. Kenny



SBA Communications Corporation
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January 9, 2024

sbasite.com

Imperial County Planning Commission
940 Main Street
El Centro, CA 92243

RE: CitySwitch, LLC application for a Conditional Use Permit (#23-0009) and Variance (#23-0003) to construct a 166-foot telecommunications tower at 5395 E. Highway 78, Brawley, CA 92227.

Agenda Item #7

Dear Commission Members:

My name is Markella Markouizos, and I am the Site Marketing Manager for SBA Communications Corporation (“SBA”) in California. It is my job to interact with carriers, such as AT&T, who have located, or are interested in locating, onto an SBA cell tower. I maintain an open line of communication with the carriers to discuss tenant issues, including but not limited to collocation, new equipment, centerline placement of equipment onto SBA cell towers and other related matters. This would include the cell tower SBA has owned, operated, and maintained since December 2007 in Brawley, CA on property commonly known as 5384 E. Highway 78, Brawley, CA 92227 (“Existing Cell Tower”).

CitySwitch (“CitySwitch”) has submitted a Conditional Use Permit and Variance Application to the Imperial County Planning & Development Services Department requesting to construct a new 165’ tower on behalf of AT&T a mere 0.29 miles or 1,557 feet from the Existing Cell Tower. I was surprised by CitySwitch’s application which identifies AT&T as the primary intended tenant with antennas located at a height of 150’ AGL on the Proposed Tower, as I regularly communicate with AT&T.

As previously mentioned, SBA has owned and operated the Existing SBA Cell Tower for seventeen years. It was acquired in 2007 when the tower was purchased from NTCH-CA, Inc., the company that obtained zoning approval and constructed the 180-foot tower in 2002. AT&T has been a tenant under a lease agreement since April 20, 2005.

When SBA purchased the tower site, it assumed the antenna site agreement (colocation agreement) between Cingular Wireless (AT&T) and the original developer, NTC-CA Inc. To be clear, the business terms, initial rent and annual escalation were established prior to SBA owning the Existing Cell Tower. The terms of the long-term agreement were negotiated and agreed to by AT&T and have not changed.

Since SBA’s ownership, we have worked with AT&T to effectuate all requested network improvements at the Existing SBA Cell Tower, including eight lease amendments associated with site upgrades and equipment changes. Most recently, SBA contracted

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with AT&T to upgrade its equipment to include FirstNet, AT&T's public safety network for first responders. The FirstNet amendment was executed on November 22, 2019, installed in December 2019 and is operational today from the Existing Cell Tower.

On July 30, 2023, SBA and AT&T entered into a Master Lease Agreement (MLA) establishing agreed upon rental rates and other terms on the 6,500 SBA towers AT&T currently leases, including the Existing Cell Tower, as well as new collocation leases.

As with all other matters, AT&T has previously been directed to send any communication related to SBA's cell towers in California to my attention. To date AT&T has not contacted me directly indicating that they require any further equipment upgrades at the Existing SBA Cell Tower or have any concerns regarding the current lease terms and rent.

The conditional use application contains a Sworn Statement from Spencer Gamrell with AT&T dated February 28, 2023, in support of the CitySwitch application. We note that the date of the AT&T affidavit precedes the new MLA agreement. The affidavit states that AT&T will bear a significant capital cost in decommissioning its equipment from SBA's Tower and re-locating to the Proposed Tower and would prefer not to do so.

In a good faith effort to accommodate AT&T and to continue collocating on SBA's Tower, SBA offers to match the monthly rental rate currently offered to AT&T by CitySwitch, less \$10.00, upon AT&T providing a copy of bona fide documentation of the monthly rental rate offered by CitySwitch.

The closest existing cell towers to the Existing SBA Cell Tower in Glamis, situated in the center of the Imperial Dunes Recreational area, are located more than fourteen (14) miles east and west of the Existing SBA Cell Tower. AT&T will be better positioned by remaining on SBA's Tower and avoiding the cost of re-locating to the Proposed Tower. AT&T can instead use the relocation costs to benefit the public by developing new tower sites that expand coverage in areas that have little or no service. The proposed CitySwitch tower is duplicative and unnecessary, contrary to the goals established in the county tower ordinance.

Attached is a RF Analysis and corresponding RF propagation maps depicting AT&T's existing coverage in comparison with the proposed CitySwitch tower. Due to the proximity to SBA's Tower, 1,500 feet of tower separation, the Proposed Tower would not appreciably expand the scope or strength of available coverage in the area but would instead provide duplicative or overlapping coverage provided by SBA's Tower. Further, the installation of additional antennas on the Proposed Tower would be considered an "overbuild" or impractical given the coverage overlap with SBA's Tower.

AT&T is currently a tenant on over 6,690 SBA telecommunications towers nationwide.

Given our relationship with AT&T, we would welcome the opportunity to work with AT&T to stay collocated on the Existing Cell Tower, which would prevent the unnecessary and

needless proliferation of additional telecommunication towers. Again, no one from AT&T has contacted me regarding this or any other issue addressed by the CitySwitch application, but SBA can certainly address these issues.

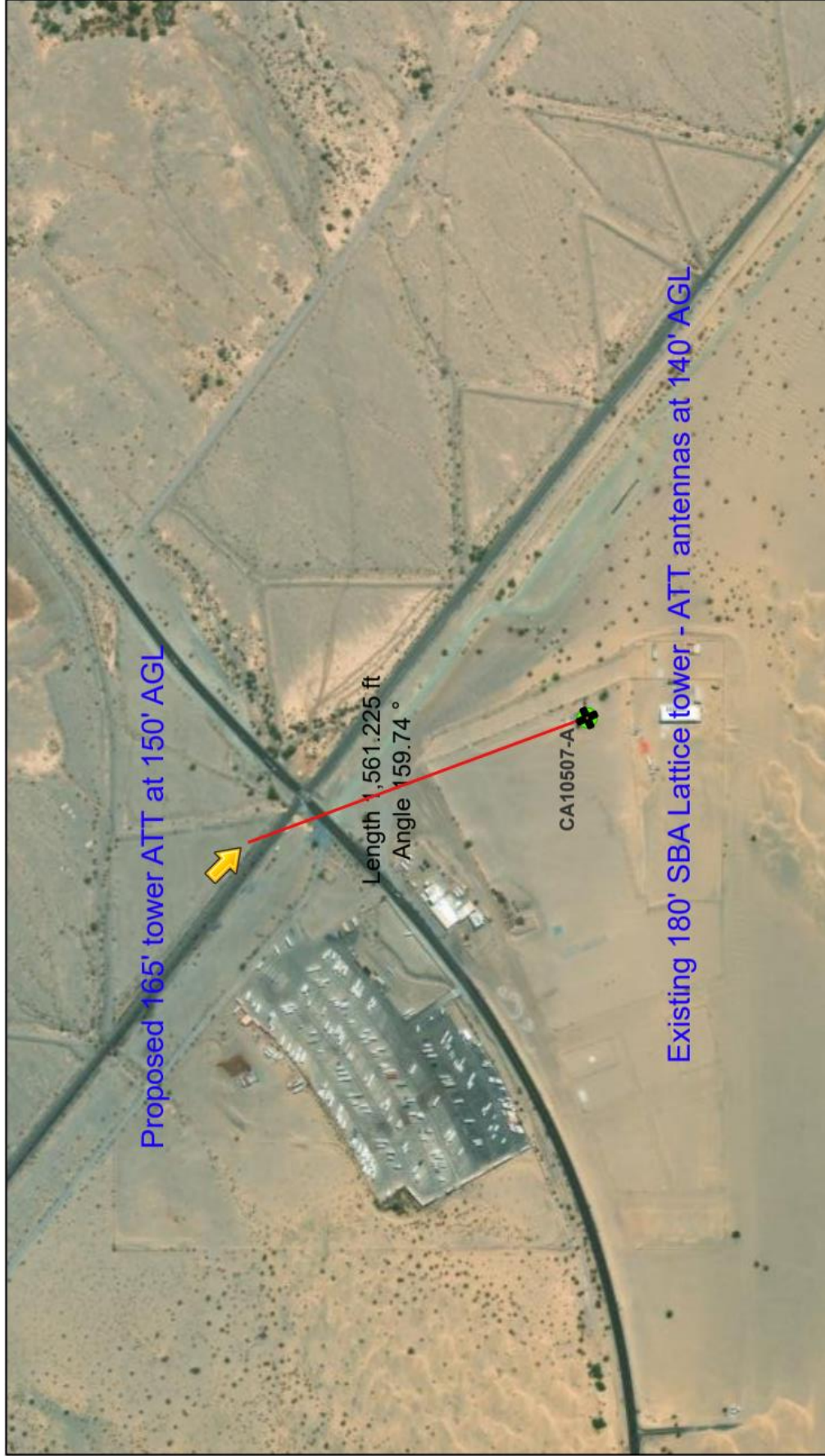
We look forward to continuing to work with AT&T and Imperial County to provide access to wireless networks via SBA's telecommunications infrastructure.

Very sincerely yours,

Markella Markouizos

Markella Markouizos
Site Marketing Manager, Site Leasing

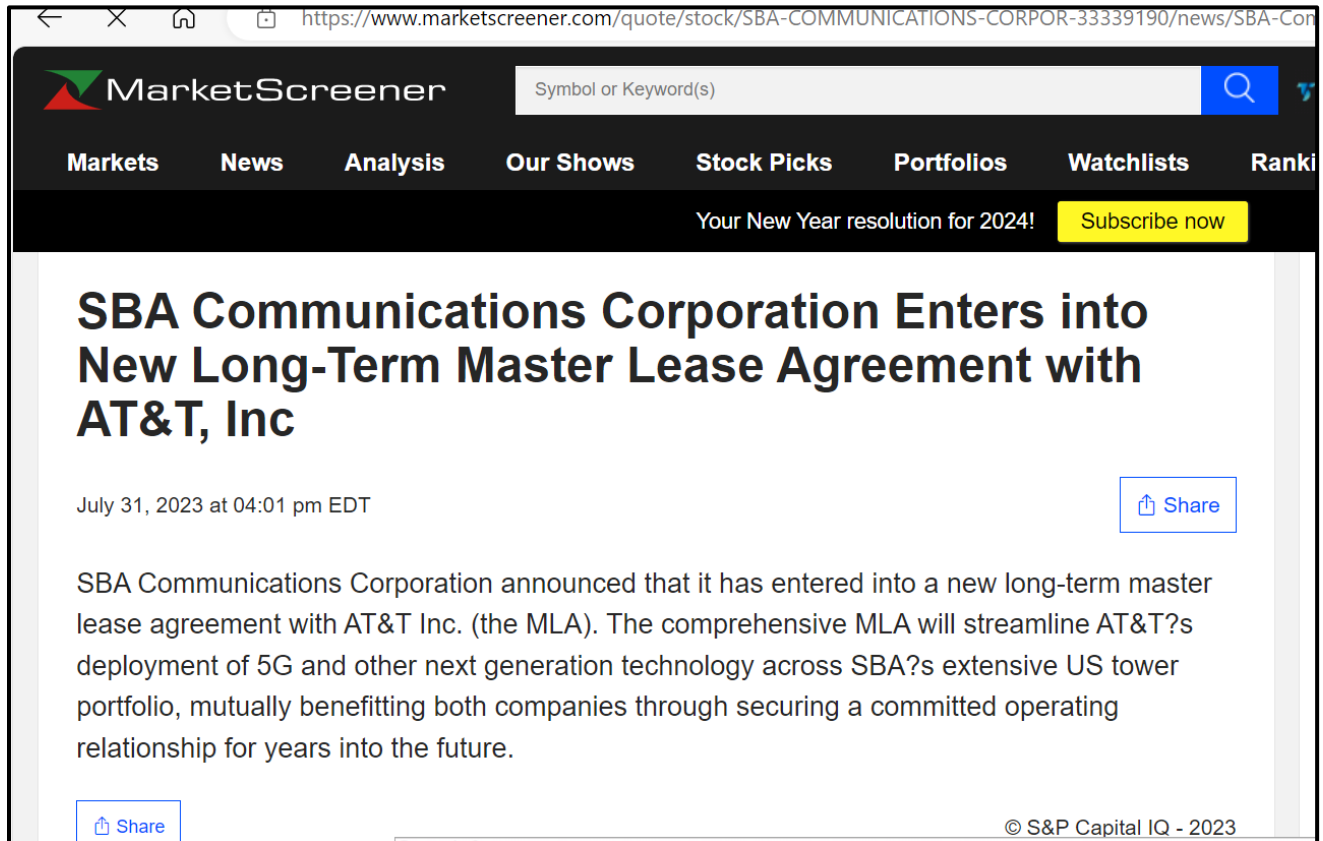
Tower Separation Distance 1,561 feet



View near the Proposed Tower Looking Southeast Towards the Existing SBA Tower



MLA Agreement Between SBA and AT&T Announced



The image is a screenshot of a news article on the MarketScreener website. The browser's address bar shows the URL: https://www.marketscreener.com/quote/stock/SBA-COMMUNICATIONS-CORPOR-33339190/news/SBA-Cor. The MarketScreener logo is in the top left, and a search bar with the placeholder text "Symbol or Keyword(s)" is in the top right. A navigation menu includes "Markets", "News", "Analysis", "Our Shows", "Stock Picks", "Portfolios", "Watchlists", and "Ranki". A promotional banner at the top right says "Your New Year resolution for 2024!" with a yellow "Subscribe now" button. The article title is "SBA Communications Corporation Enters into New Long-Term Master Lease Agreement with AT&T, Inc". The date is "July 31, 2023 at 04:01 pm EDT". The main text states: "SBA Communications Corporation announced that it has entered into a new long-term master lease agreement with AT&T Inc. (the MLA). The comprehensive MLA will streamline AT&T's deployment of 5G and other next generation technology across SBA's extensive US tower portfolio, mutually benefitting both companies through securing a committed operating relationship for years into the future." There are "Share" buttons on the right and bottom left. A copyright notice "© S&P Capital IQ - 2023" is at the bottom right.

MarketScreener

Symbol or Keyword(s)

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SBA Communications Corporation Enters into New Long-Term Master Lease Agreement with AT&T, Inc

July 31, 2023 at 04:01 pm EDT [Share](#)

SBA Communications Corporation announced that it has entered into a new long-term master lease agreement with AT&T Inc. (the MLA). The comprehensive MLA will streamline AT&T's deployment of 5G and other next generation technology across SBA's extensive US tower portfolio, mutually benefitting both companies through securing a committed operating relationship for years into the future.

[Share](#)

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TO: SBA

Subject: RF Coverage Plot Analysis: Imperial County, CA

Date: December 27, 2023

1. **METHODOLOGY.** The attached plots depict broadcast radio frequency (RF) coverage from the existing site to Imperial County, CA and a proposed site approximately 1,557 feet to the Northwest. At each location, cellular industry typical LTE operating parameters were considered for omnidirectional antennas mounted at 150 feet above ground level at the existing site, and at 150 feet above ground level for the proposed site. Ground elevations are 336 and 336 feet above mean sea level, respectively.

The provided predictive coverage plots were created using established radiowave propagation models with terrain and clutter data, implemented by qualified engineers specializing in this discipline and having years of US Industry experience.

Plots for both locations were generated for 700, 850, 1900 and 2100 MHz operations. The signal levels depicted are associated with LTE service reliability where the strong coverage levels in green and blue occur near the towers and decrease with distance from the sites and intervening terrain obstructions. Signal levels greater than -70 dBm shown as blue are associated with feasible coverage within buildings. Marginal coverage is provided in the regions depicted in yellow between -90 dBm and -80 dBm and signal levels between -100 dBm and -90 dBm shown as red represent poor coverage associated with call failures.

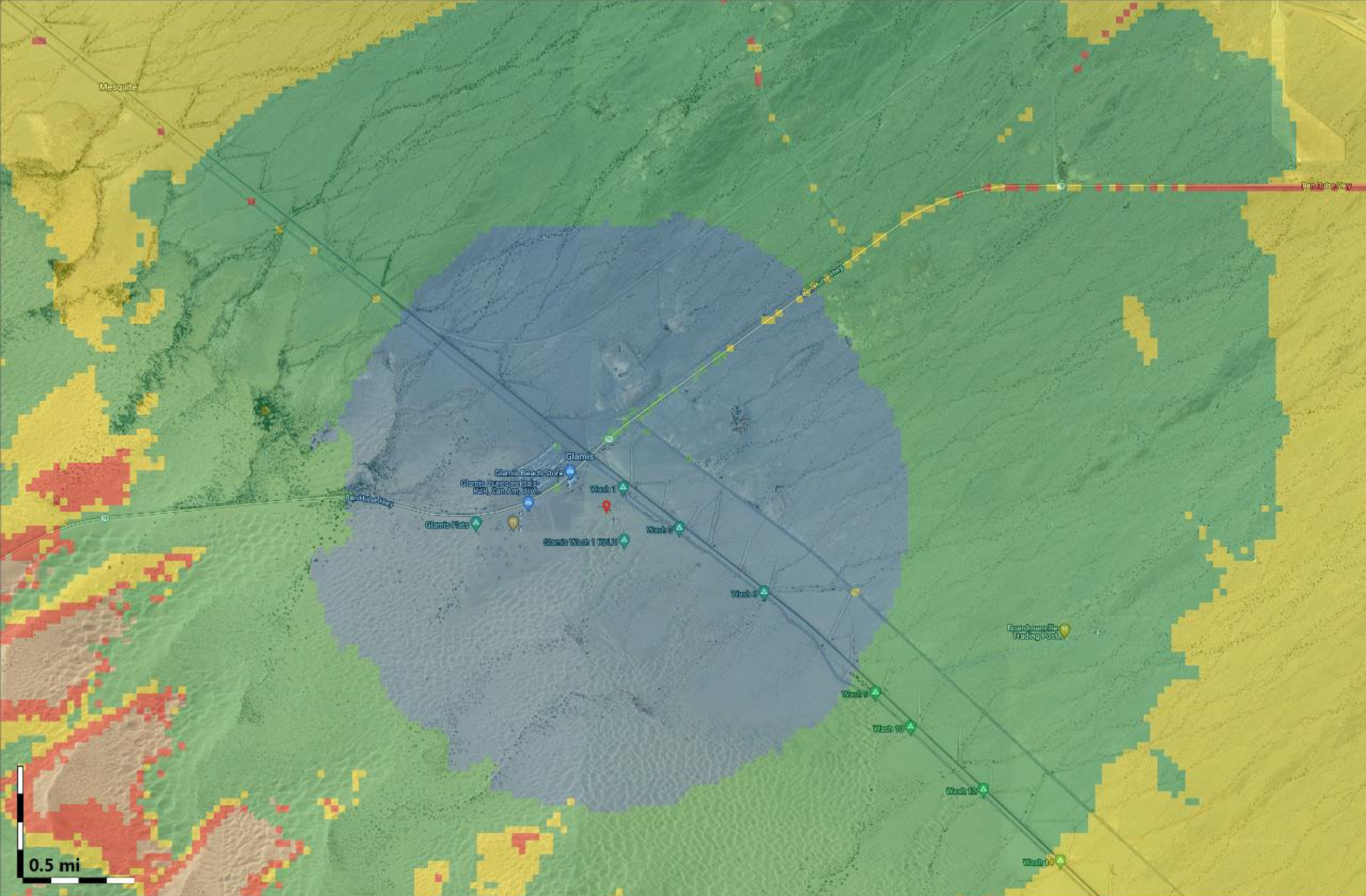
A comparison of coverage performance for each site is based on low band (700 and 850 MHz) and high band (1900 and 2100 MHz) prediction results. Radiowave propagation conditions between these bands differ because of terrain and ground clutter (e.g. vegetation) effects at different frequencies. Generally, low band operations provide greater area coverage. Therefore, high band operations provide additional customer traffic capacity closer to the cellular site.

2. **COMPARISON.** The sites considered in these coverage plots provide service to the depicted locations and roads leading to Imperial County, CA. For low band operations, the existing site provides strong coverage approximately 1.9 miles in all directions from the tower and to non-contiguous areas to 3.6 miles from the site. This includes 4.0 miles of Ben Hulse Hwy. The proposed site provides strong coverage approximately 1.9 miles in all directions from the tower and to non-contiguous areas to 3.6 miles from the site. This includes 4.0 miles of Ben Hulse Hwy.

For high band operations, both sites provide strong coverage to non-contiguous areas 2.2 miles in all directions from the tower locations.

3. **CONCLUSION.** Based on the coverage comparison presented above, the proposed site provides comparable coverage to Imperial County, CA due to its close proximity to the existing site. For wireless operators with antennas mounted on the existing site, the installation of additional antennas on the proposed site would be considered to be an "overbuild" or impractical given the coverage overlap.

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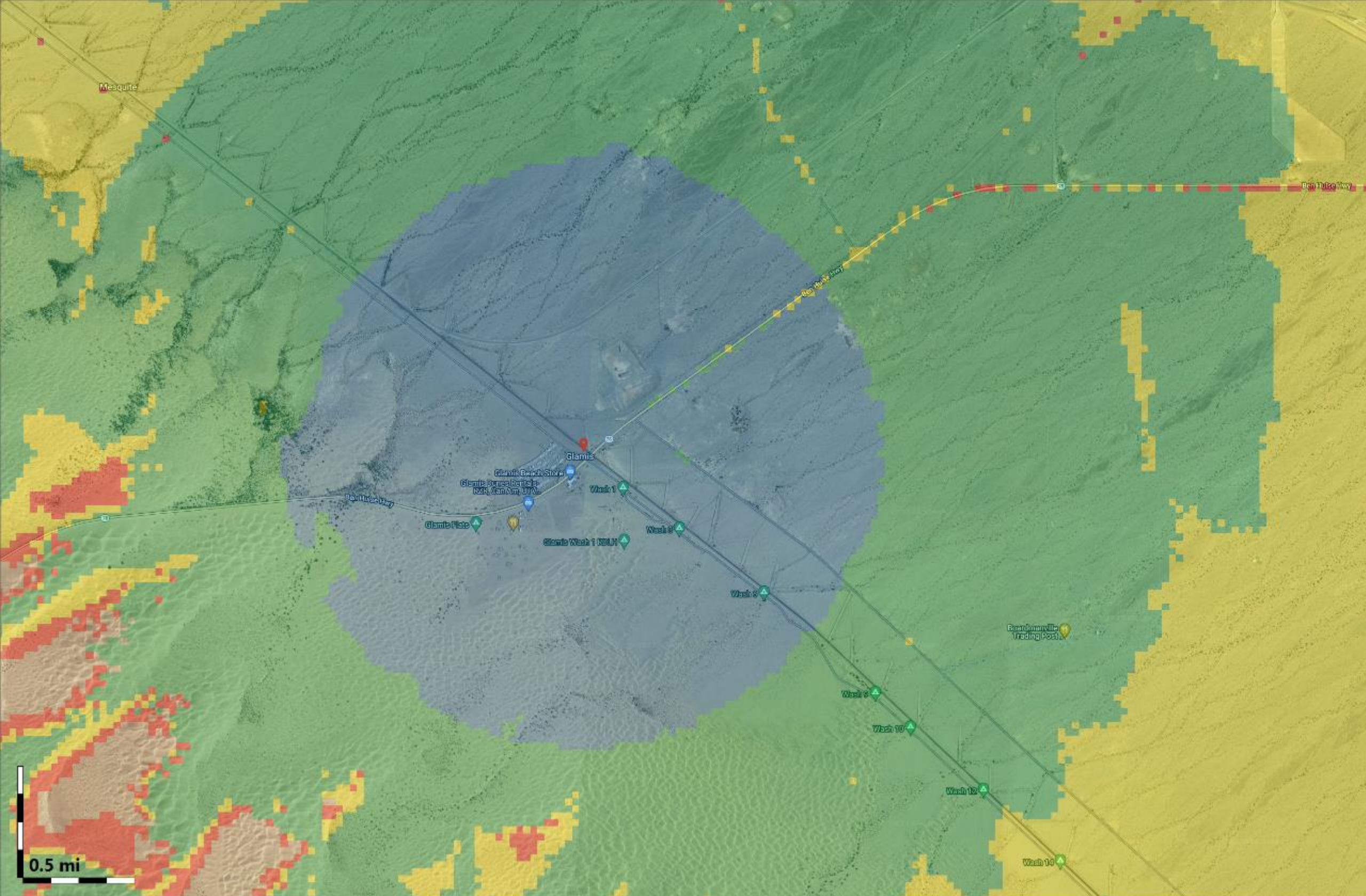
Existing Site
700 MHz Coverage

Site Name: CA10507-A Glamis
 Latitude: N32.994281
 Longitude: W115.069883

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



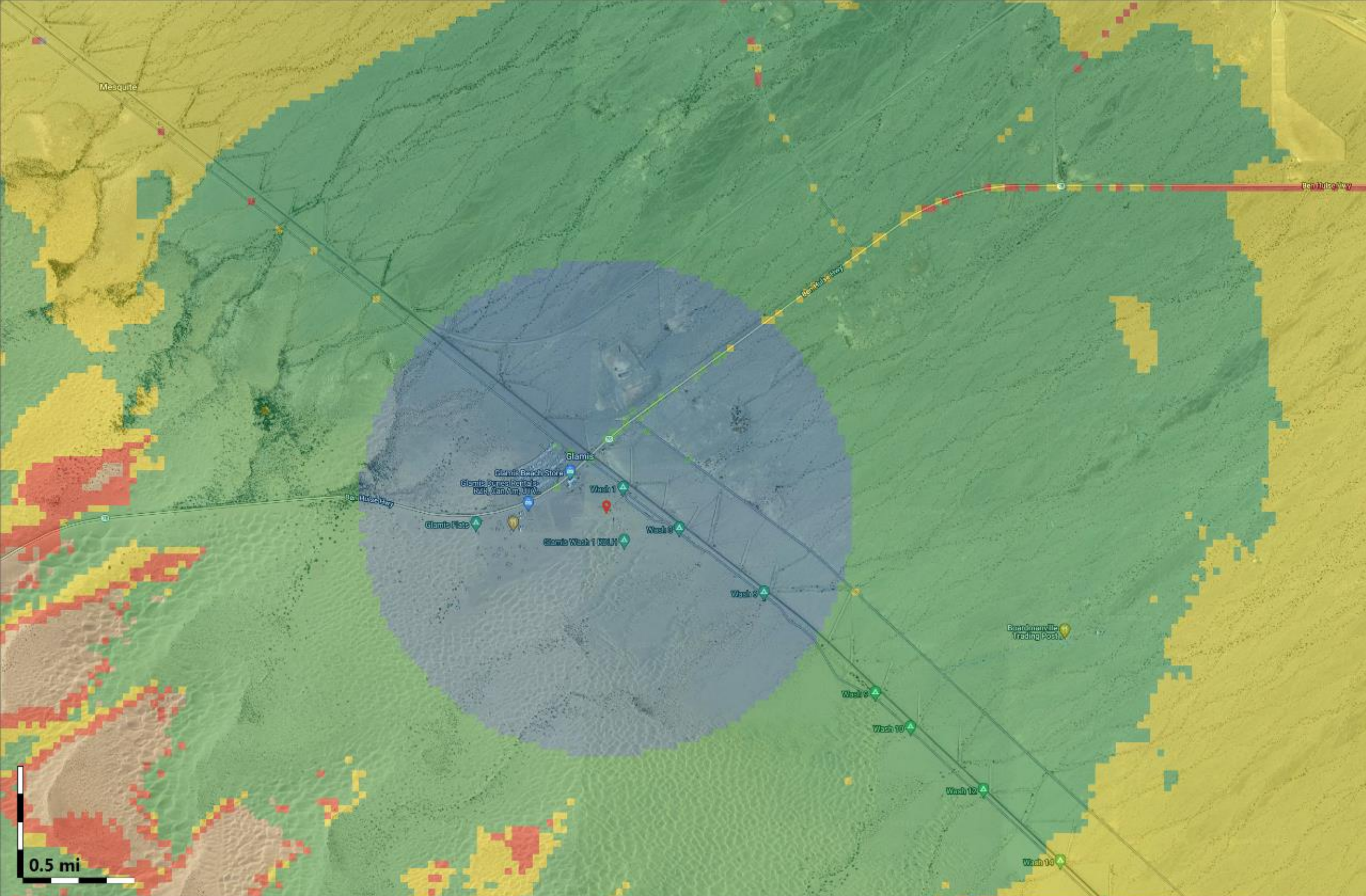
Proposed Site
700 MHz Coverage

Site Name: Proposed
 Latitude: N32.998311
 Longitude: W115.07166

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

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RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



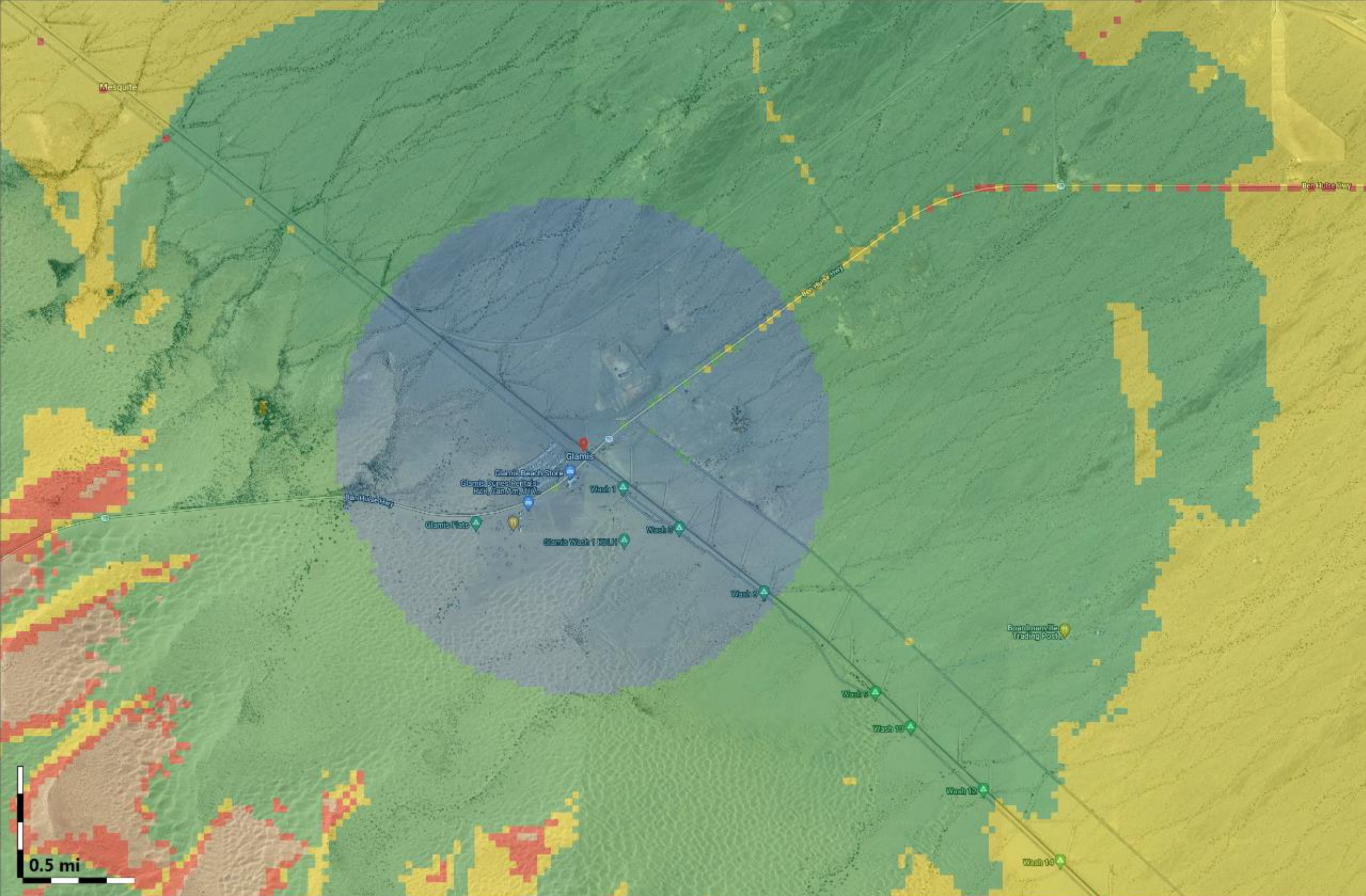
Existing Site
850 MHz Coverage

Site Name: CA10507-A Glamis
 Latitude: N32.994281
 Longitude: W115.069883

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



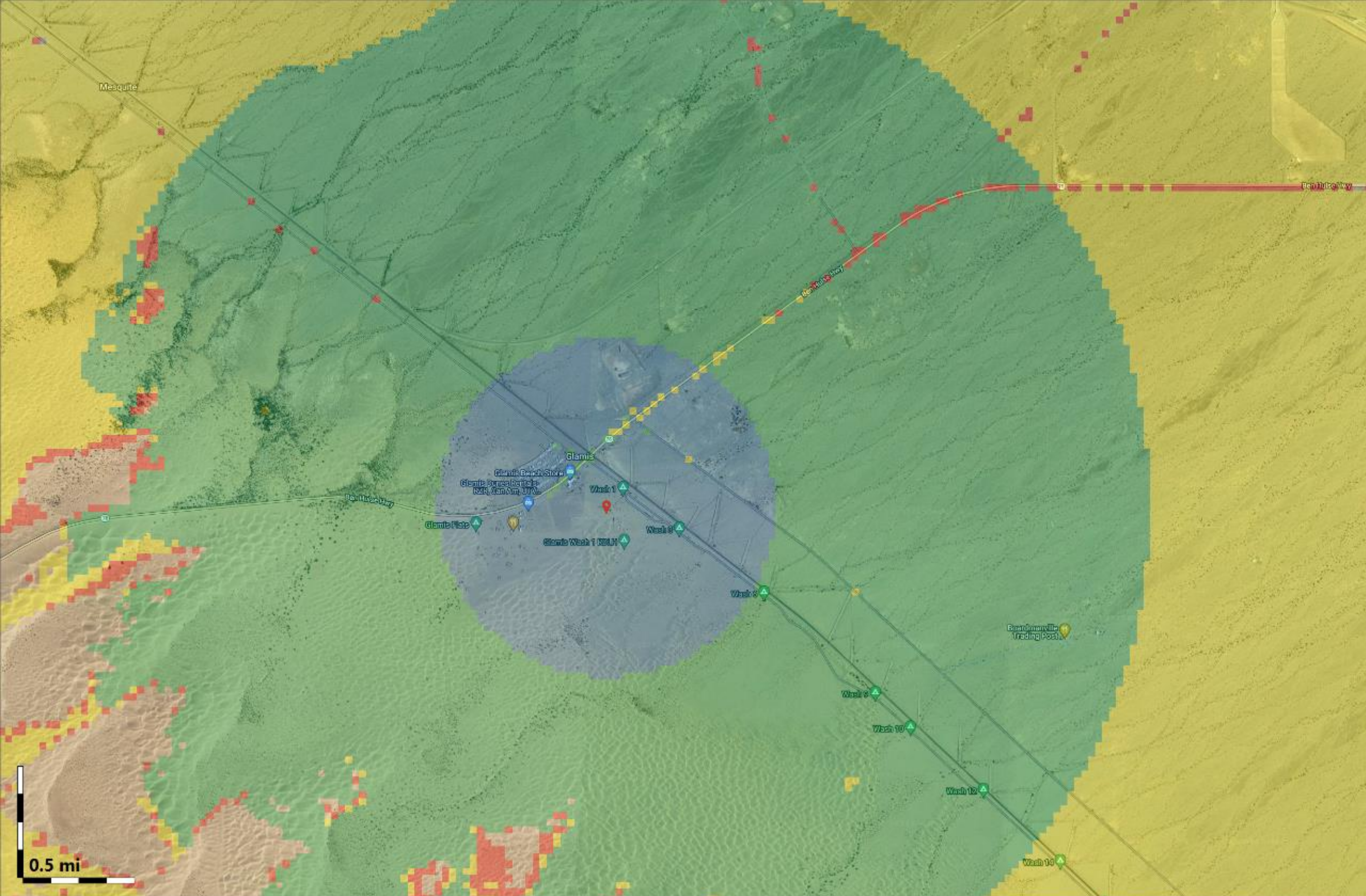
Proposed Site
850 MHz Coverage

Site Name: Proposed
 Latitude: N32.998311
 Longitude: W115.07166

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



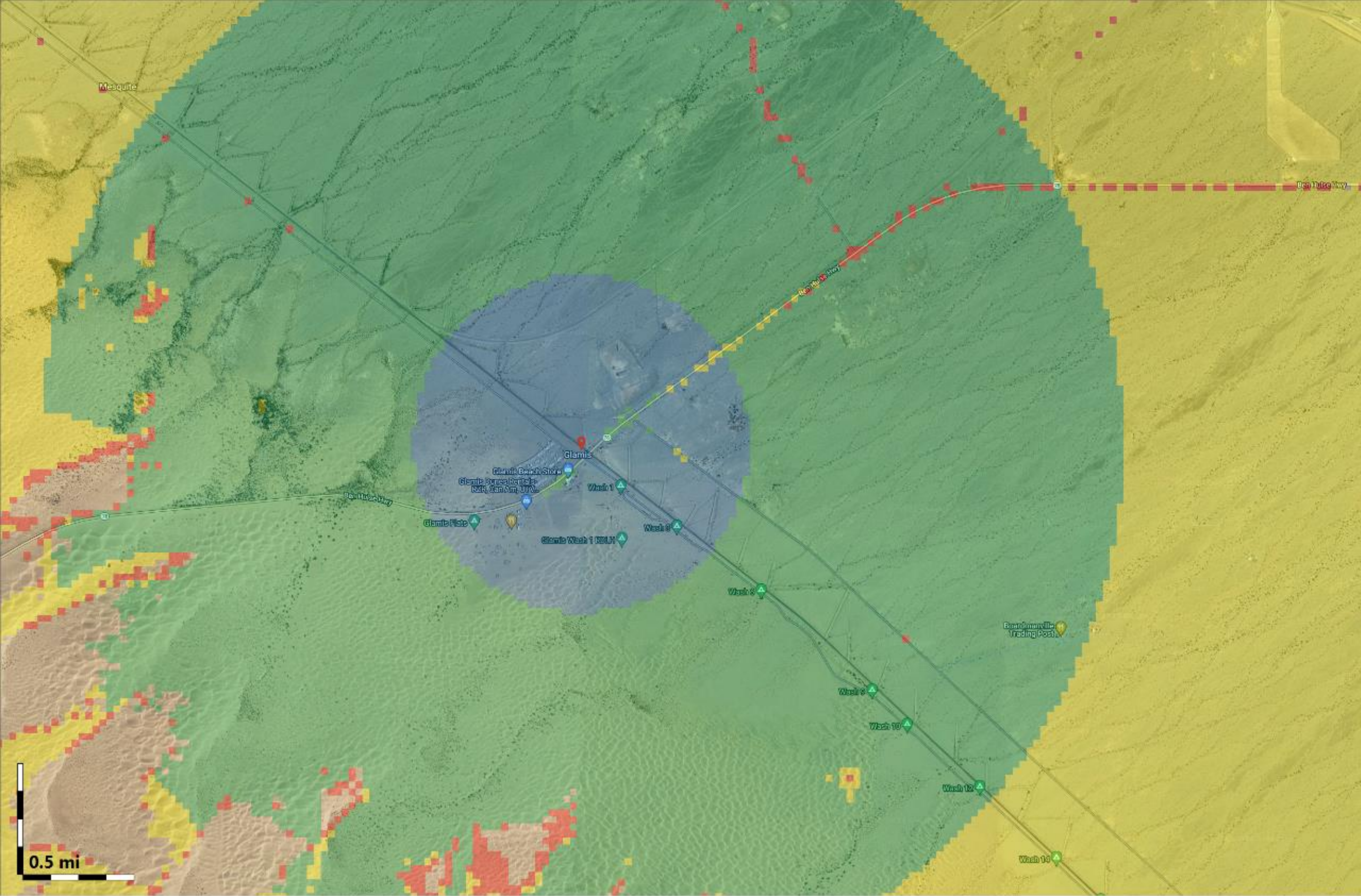
Existing Site
1900 MHz Coverage

Site Name: CA10507-A Glamis
 Latitude: N32.994281
 Longitude: W115.069883

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



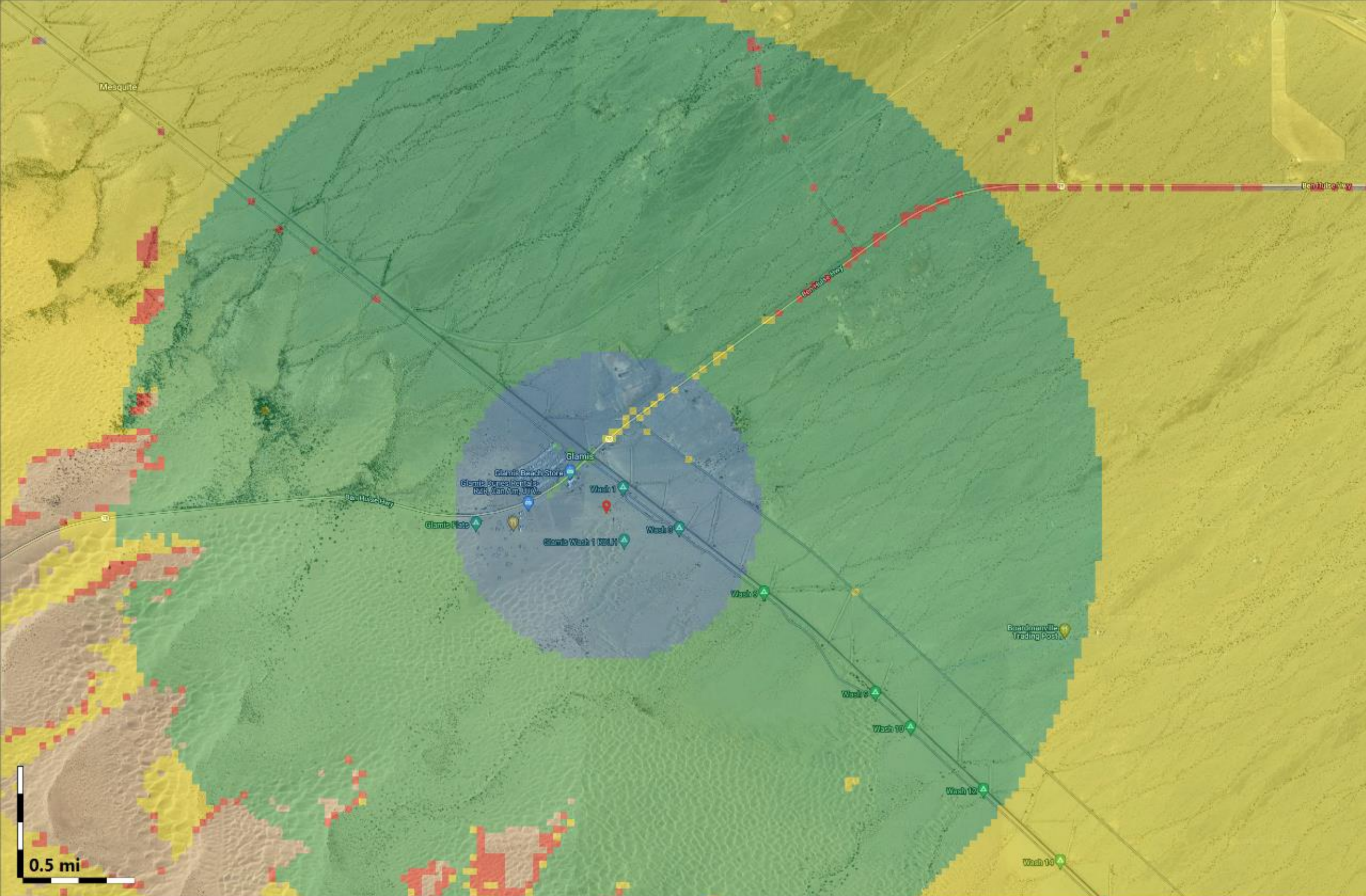
Proposed Site
1900 MHz Coverage

Site Name: Proposed
 Latitude: N32.998311
 Longitude: W115.07166

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



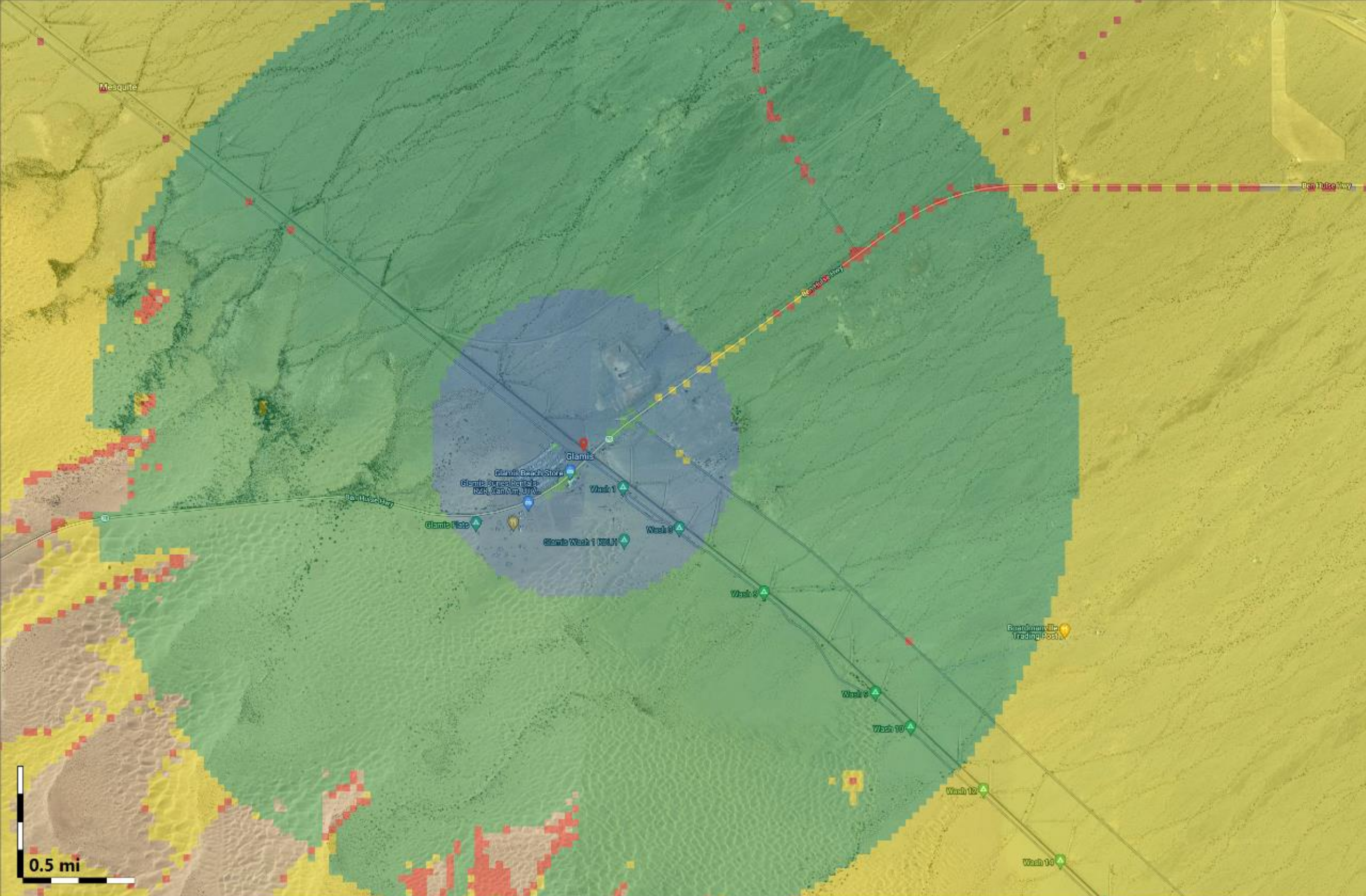
Existing Site
2100 MHz Coverage

Site Name: CA10507-A Glamis
 Latitude: N32.994281
 Longitude: W115.069883

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



Proposed Site
2100 MHz Coverage

Site Name: Proposed
 Latitude: N32.998311
 Longitude: W115.07166

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 150
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



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sbasite.com

January 9, 2024

Imperial County Planning Commission
940 Main Street
El Centro, CA 92243

RE: CitySwitch, LLC application for a Conditional Use Permit (#23-0010) and Variance (#23-0004) to construct a 180-foot telecommunications tower at 637-639 Sidewinder Rd N., Winterhaven, CA 92283.

Agenda #8

Dear Commission Members:

My name is Markella Markouizos, and I am the Site Marketing Manager for SBA Communications Corporation ("SBA") in California. It is my job to interact with carriers, such as AT&T, who have located, or are interested in locating, onto an SBA cell tower. I maintain an open line of communication with the carriers to discuss tenant issues, including but not limited to collocation, new equipment, centerline placement of equipment onto SBA cell towers and other related matters. This would include the cell tower SBA has owned, operated, and maintained since April 2006 in Winterhaven, CA on property commonly known as 612 Sidewinder Road, Winterhaven, CA 92283 ("Existing Cell Tower").

CitySwitch ("CitySwitch") has submitted a Conditional Use Permit and Variance Application to the Imperial County Planning & Development Services Department requesting to construct a new 180' tower on behalf of AT&T a mere 0.36 miles or 3,200 feet from the Existing Cell Tower. I was surprised by CitySwitch's application which identifies AT&T as the primary intended tenant with antennas located at a height of 165 feet on the Proposed Tower, as I regularly communicate with AT&T.

The Existing Cell Tower was constructed by AAT Communications in 2003. AAT Communications was granted zoning approval to construct the Existing 180' foot tall lattice tower pursuant to CUP #00-0017 on September 23, 2003. SBA has owned, maintained, and operated the Existing Cell Tower for eighteen years. SBA acquired the tower through a Bill of Sale when the tower was purchased on April 13, 2006. AT&T has been a tenant under a lease agreement since April 20, 200, prior to SBA's ownership. AT&T has antennas collocated at a height of 157 feet.

When SBA purchased the tower site, it assumed the antenna site agreement (colocation agreement) between Cingular Wireless (AT&T) and the original tower owner. The business terms, initial rent and annual escalation were established prior to SBA owning the Existing Cell Tower. The terms of the long-term agreement were negotiated and agreed to by AT&T and have not changed.

In my prior communications with AT&T, it has not mentioned concerns or issues with SBA's Tower, nor inquired whether SBA's Tower could accommodate additional equipment or be extended to an additional height. AT&T has not raised any other concerns to SBA about its occupancy on SBA's Tower. Further, I worked with AT&T as recently as May 2021 to amend their

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TO: SBA

Subject: RF Coverage Plot Analysis: Imperial County, CA

Date: December 27, 2023

1. **METHODOLOGY.** The attached plots depict broadcast radio frequency (RF) coverage from the existing site to Imperial County, CA and a proposed site approximately 3,220 feet to the Northwest. At each location, cellular industry typical LTE operating parameters were considered for omnidirectional antennas mounted at 157 feet above ground level at the existing site, and at 165 feet above ground level for the proposed site. Ground elevations are 290 and 285 feet above mean sea level, respectively.

The provided predictive coverage plots were created using established radiowave propagation models with terrain and clutter data, implemented by qualified engineers specializing in this discipline and having years of US Industry experience.

Plots for both locations were generated for 700, 850, 1900 and 2100 MHz operations. The signal levels depicted are associated with LTE service reliability where the strong coverage levels in green and blue occur near the towers and decrease with distance from the sites and intervening terrain obstructions. Signal levels greater than -70 dBm shown as blue are associated with feasible coverage within buildings. Marginal coverage is provided in the regions depicted in yellow between -90 dBm and -80 dBm and signal levels between -100 dBm and -90 dBm shown as red represent poor coverage associated with call failures.

A comparison of coverage performance for each site is based on low band (700 and 850 MHz) and high band (1900 and 2100 MHz) prediction results. Radiowave propagation conditions between these bands differ because of terrain and ground clutter (e.g. vegetation) effects at different frequencies. Generally, low band operations provide greater area coverage. Therefore, high band operations provide additional customer traffic capacity closer to the cellular site.

2. **COMPARISON.** The sites considered in these coverage plots provide service to the depicted locations and roads leading to Imperial County, CA. For low band operations, the existing site provides strong coverage approximately 1.0 miles in all directions from the tower and to non-contiguous areas to 4.4 miles from the site. This includes 2.0 miles of I-8. The proposed site provides strong coverage approximately 1.1 miles in all directions from the tower and to non-contiguous areas to 4.3 miles from the site. This includes 2.0 miles of I-8.

For high band operations, both sites provide strong coverage to non-contiguous areas 2.2 miles in all directions from the tower.

3. **CONCLUSION.** Based on the coverage comparison presented above, the proposed site provides comparable coverage to Imperial County, CA due to its close proximity to the existing site. For wireless operators with antennas mounted on the existing site, the installation of additional antennas on the proposed site would be considered to be an "overbuild" or impractical given the coverage overlap.

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lease at the Existing Cell Tower through March 24, 2028. The amendment also included antenna and equipment modifications that added AT&T's FirstNet services to the Existing Cell Tower which is now deployed and in service at the location.

The conditional use application contains a Sworn Statement from Spencer Gamrell with AT&T dated February 28, 2023, in support of the CitySwitch application. We note that the date of the AT&T affidavit precedes the new MLA agreement. The affidavit states that AT&T will bear a significant capital cost in decommissioning its equipment from SBA's Tower and re-locating to the Proposed Tower and would prefer not to do so.

On July 30, 2023, SBA and AT&T entered into a Master Lease Agreement (MLA) establishing agreed upon rental rates and other terms on the 6,500 SBA towers AT&T currently leases, including the Existing Cell Tower, as well as new collocation leases.

Attached is a RF Analysis and corresponding RF propagation maps depicting AT&T's existing coverage in comparison with the proposed CitySwitch tower. Due to the proximity to SBA's Tower, the Proposed Tower would not appreciably expand the scope or strength of available coverage in the area but would instead provide duplicative or overlapping coverage provided by SBA's Tower. Further, the installation of additional antennas on the Proposed Tower would be considered an "overbuild" or impractical given the coverage overlap with SBA's Tower.

Given our relationship with AT&T, we would welcome the opportunity to work with AT&T to stay collocated on the Existing Cell Tower, which would prevent the unnecessary and needless proliferation of additional telecommunication towers. Again, no one from AT&T has contacted me regarding this or any other issue addressed by the CitySwitch application, but SBA can certainly address these issues.

We look forward to continuing to work with AT&T and Imperial County to provide access to wireless networks via SBA's telecommunications infrastructure.

Very sincerely yours



Markella Markouizos
Site Marketing Manager, Site Leasing

Tower Separation Distance 0.36 miles or 3,220 feet

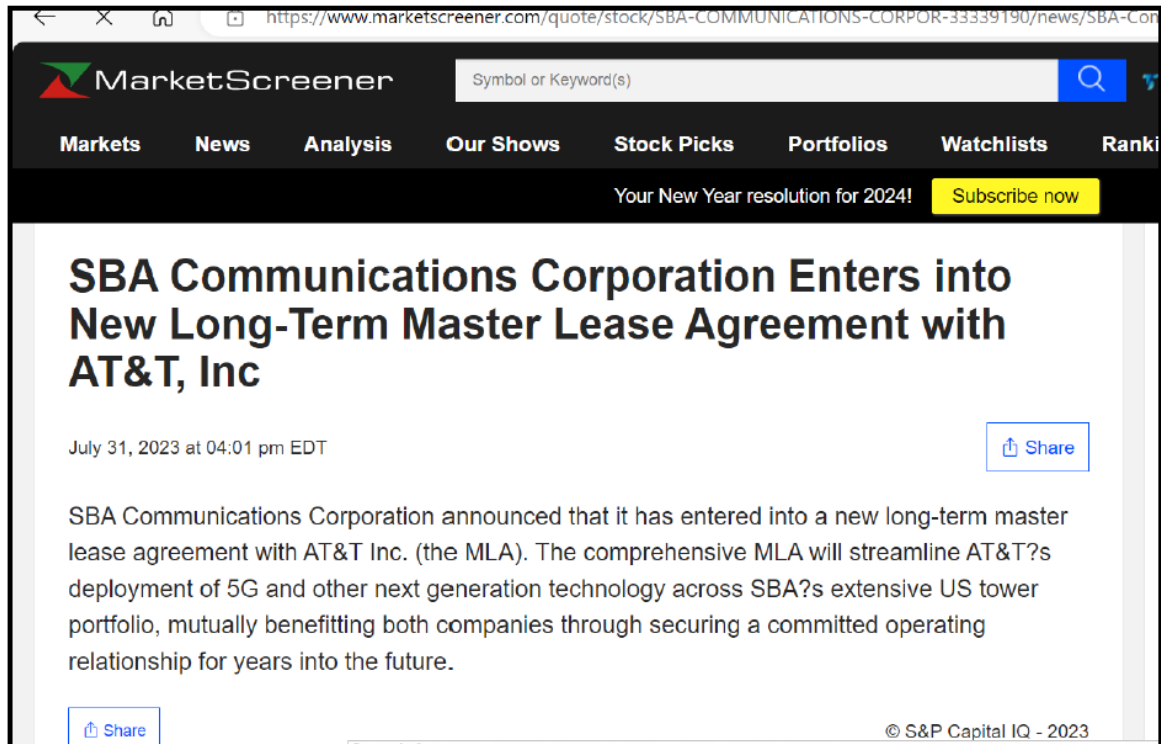


View looking towards the existing SBA near the proposed



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MLA Agreement Between SBA and AT&T Announced



The screenshot shows a news article on the MarketScreener website. The URL in the browser is https://www.marketscreener.com/quote/stock/SBA-COMMUNICATIONS-CORPOR-33339190/news/SBA-Cor. The MarketScreener logo is in the top left, and a search bar is in the top right. The navigation menu includes Markets, News, Analysis, Our Shows, Stock Picks, Portfolios, Watchlists, and Ranki. A promotional banner at the bottom of the navigation bar says "Your New Year resolution for 2024! Subscribe now". The article title is "SBA Communications Corporation Enters into New Long-Term Master Lease Agreement with AT&T, Inc". The date and time are "July 31, 2023 at 04:01 pm EDT". The share button is labeled "Share". The article text states: "SBA Communications Corporation announced that it has entered into a new long-term master lease agreement with AT&T Inc. (the MLA). The comprehensive MLA will streamline AT&T's deployment of 5G and other next generation technology across SBA's extensive US tower portfolio, mutually benefitting both companies through securing a committed operating relationship for years into the future." The copyright notice at the bottom right is "© S&P Capital IQ - 2023".

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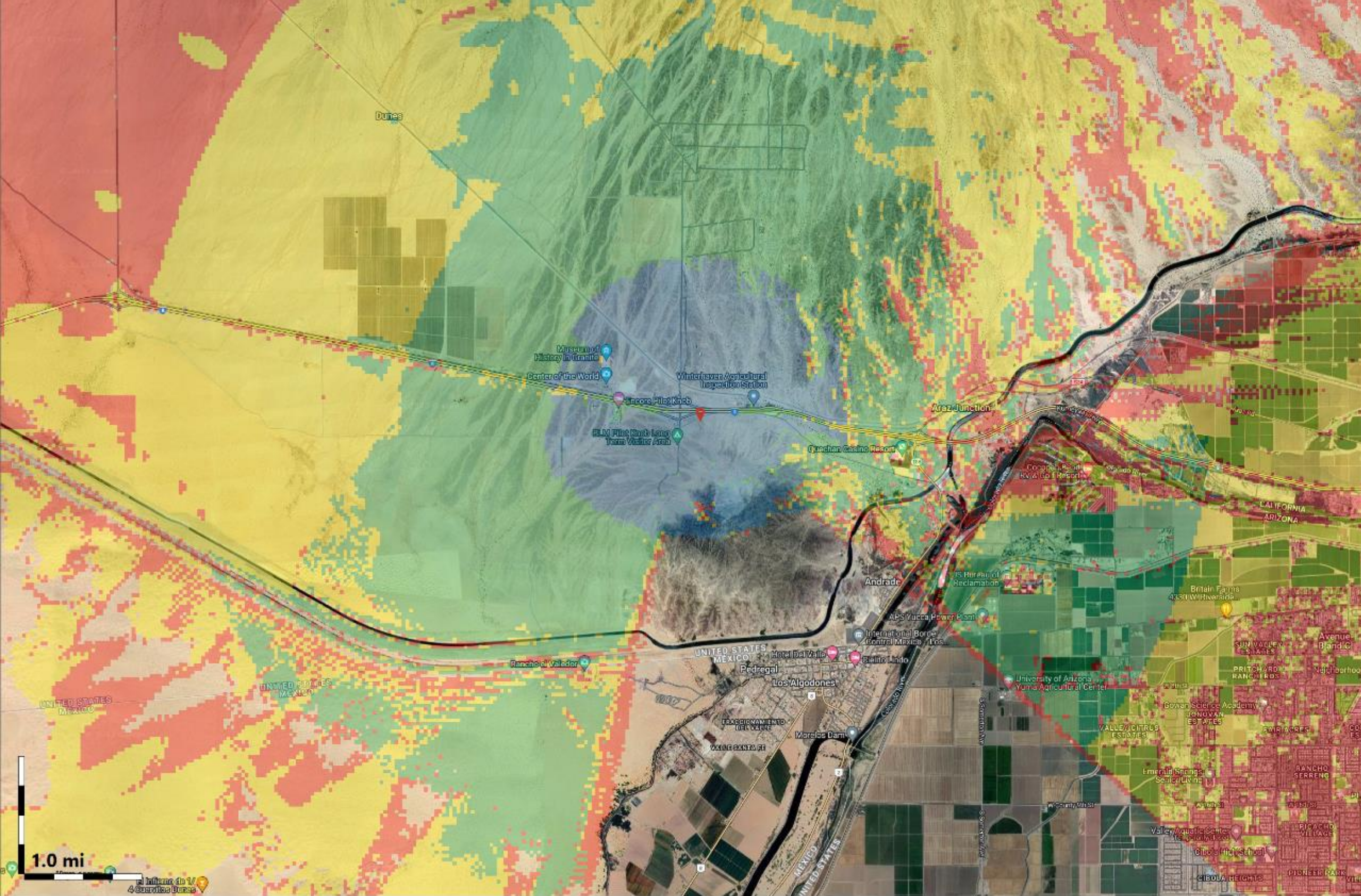
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SBA Communications Corporation Enters into New Long-Term Master Lease Agreement with AT&T, Inc

July 31, 2023 at 04:01 pm EDT [Share](#)

SBA Communications Corporation announced that it has entered into a new long-term master lease agreement with AT&T Inc. (the MLA). The comprehensive MLA will streamline AT&T's deployment of 5G and other next generation technology across SBA's extensive US tower portfolio, mutually benefitting both companies through securing a committed operating relationship for years into the future.

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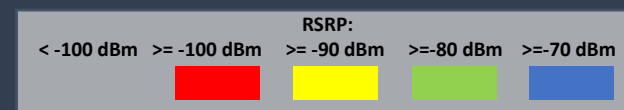


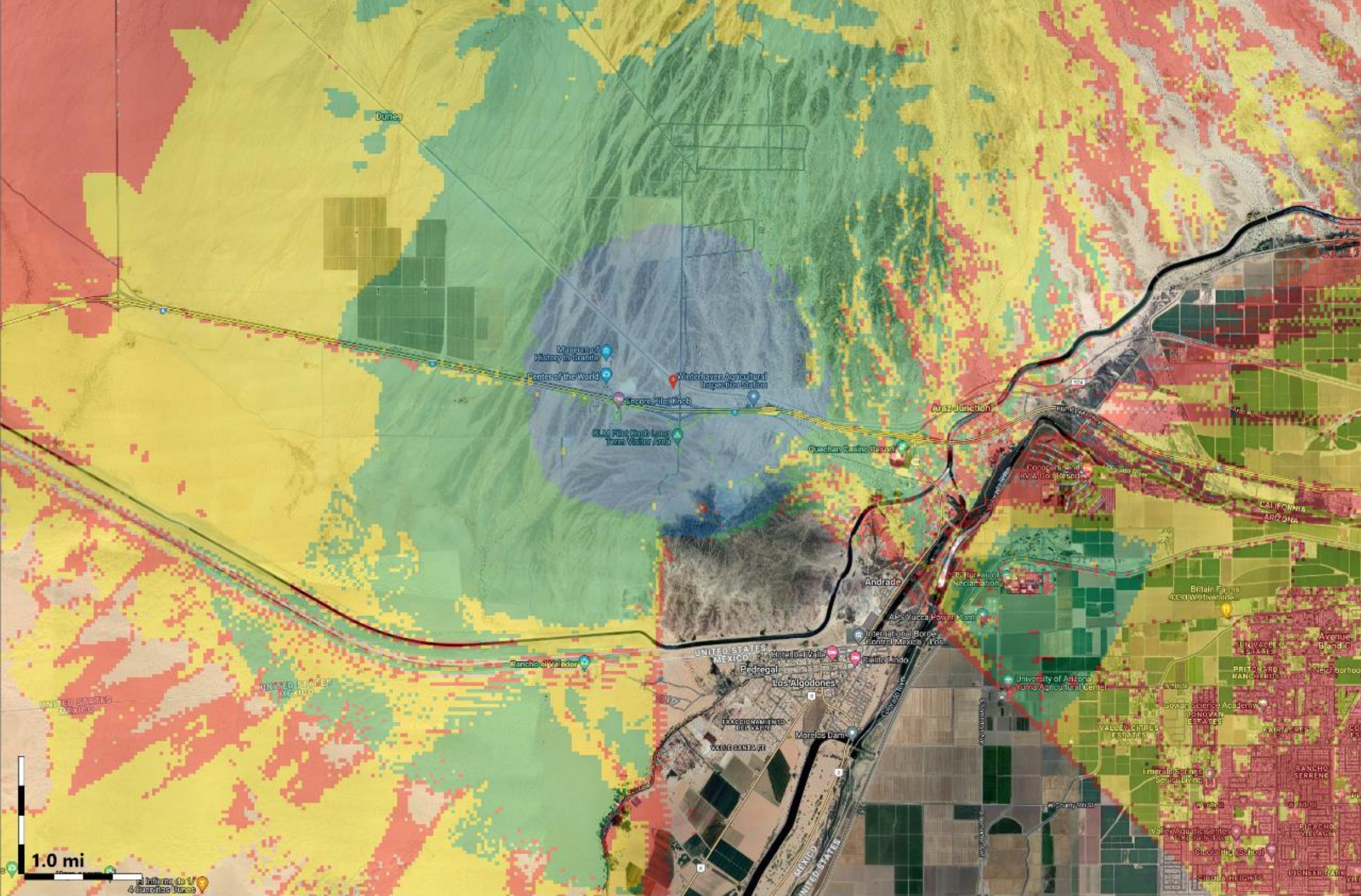
Existing Site
700 MHz Coverage

Site Name CA20545-A Araz Junction
Latitude: N32.746361
Longitude: W114.751833

Antenna: 15.15 dBi Omni
Alpha Rad Center (ft): 290
Azimuth (Deg): 0
ERP per RS (W): 2.0

PC ORIGINAL PRG





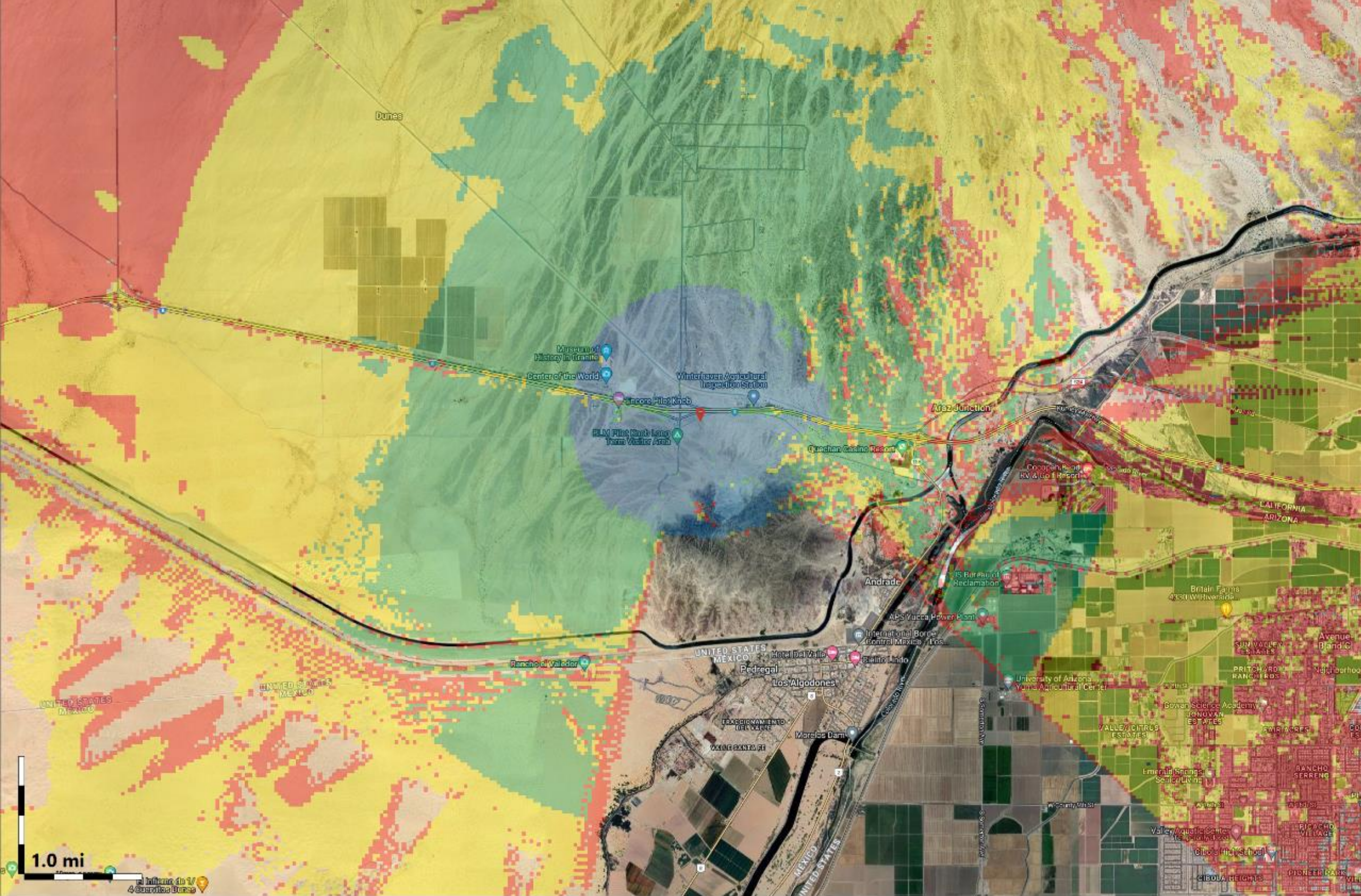
**Proposed Site
700 MHz Coverage**

Site Name: Proposed
 Latitude: N32.750403
 Longitude: W114.75578

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 285
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PRG

RSSR:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



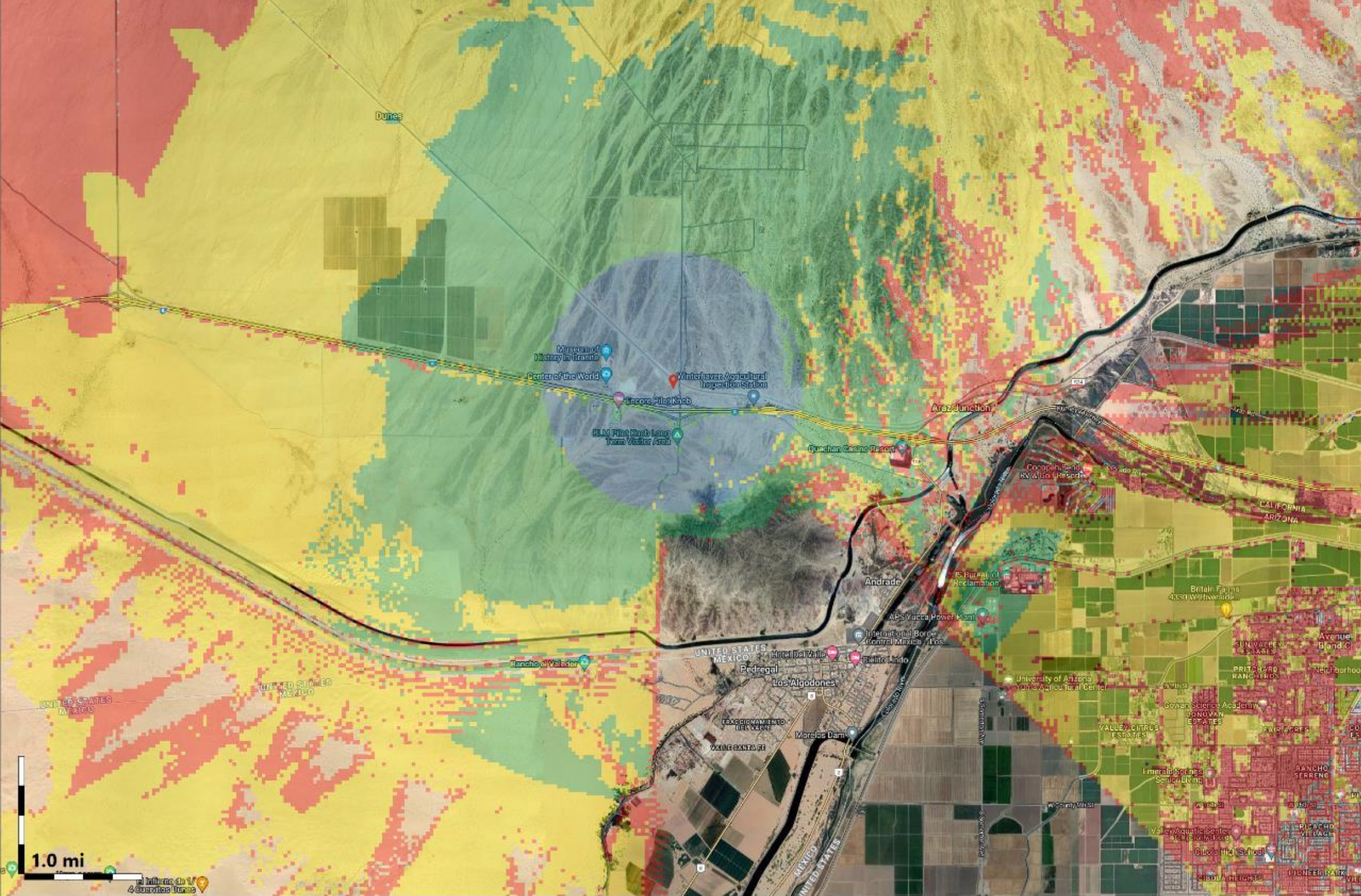
Existing Site
850 MHz Coverage

Site Name CA20545-A Araz Junction
Latitude: N32.746361
Longitude: W114.751833

Antenna: 15.15 dBi Omni
Alpha Rad Center (ft): 290
Azimuth (Deg): 0
ERP per RS (W): 2.0

PC ORIGINAL PRG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



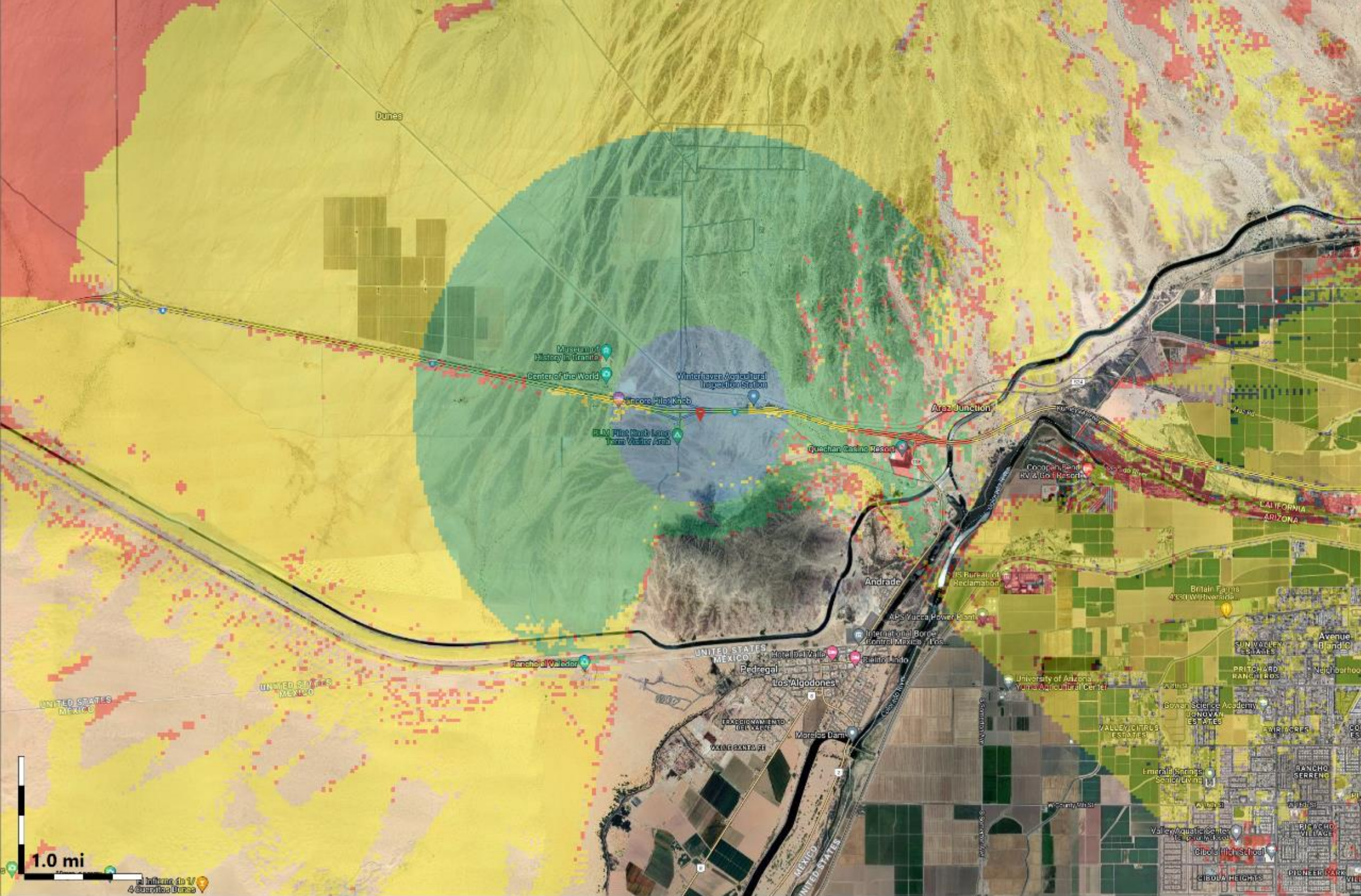
**Proposed Site
850 MHz Coverage**

Site Name: Proposed
 Latitude: N32.750403
 Longitude: W114.75578

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 285
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



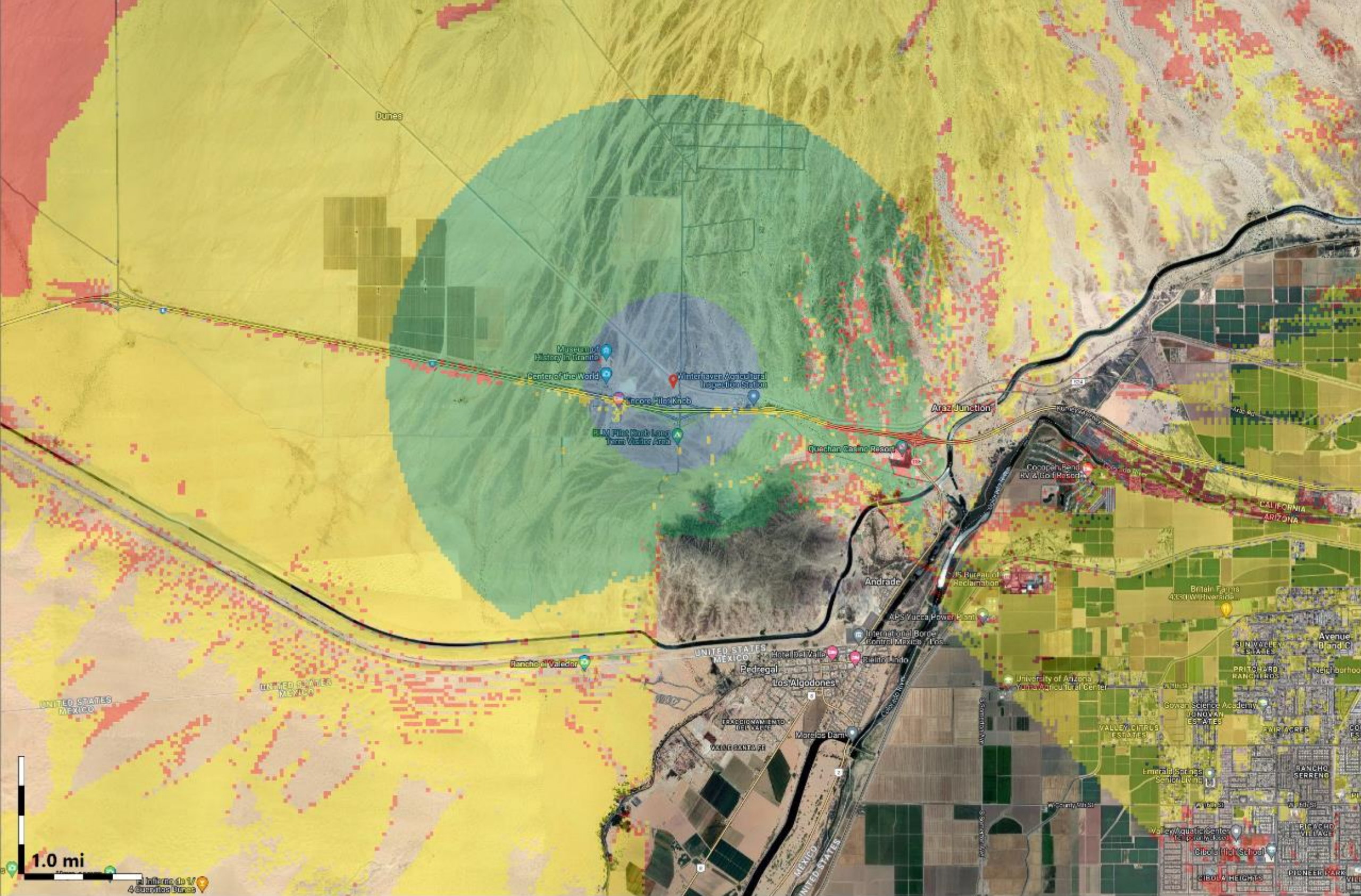
Existing Site
1900 MHz Coverage

Site Name CA20545-A Araz Junction
Latitude: N32.746361
Longitude: W114.751833

Antenna: 17.15 dBi Omni
Alpha Rad Center (ft): 290
Azimuth (Deg): 0
ERP per RS (W): 4.7

PC ORIGINAL PNG

RSSR:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



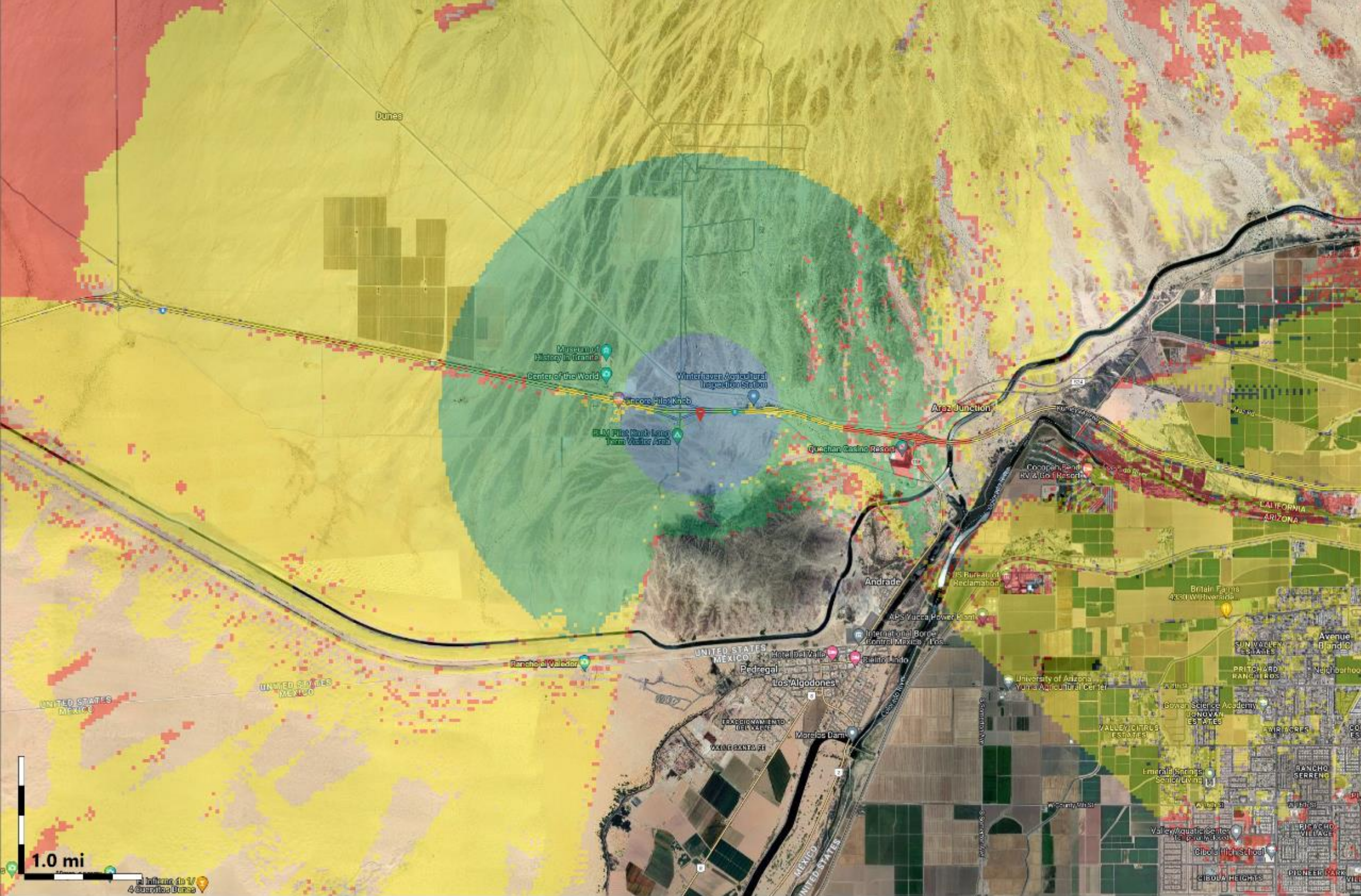
**Proposed Site
1900 MHz Coverage**

Site Name: Proposed
 Latitude: N32.750403
 Longitude: W114.75578

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 285
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



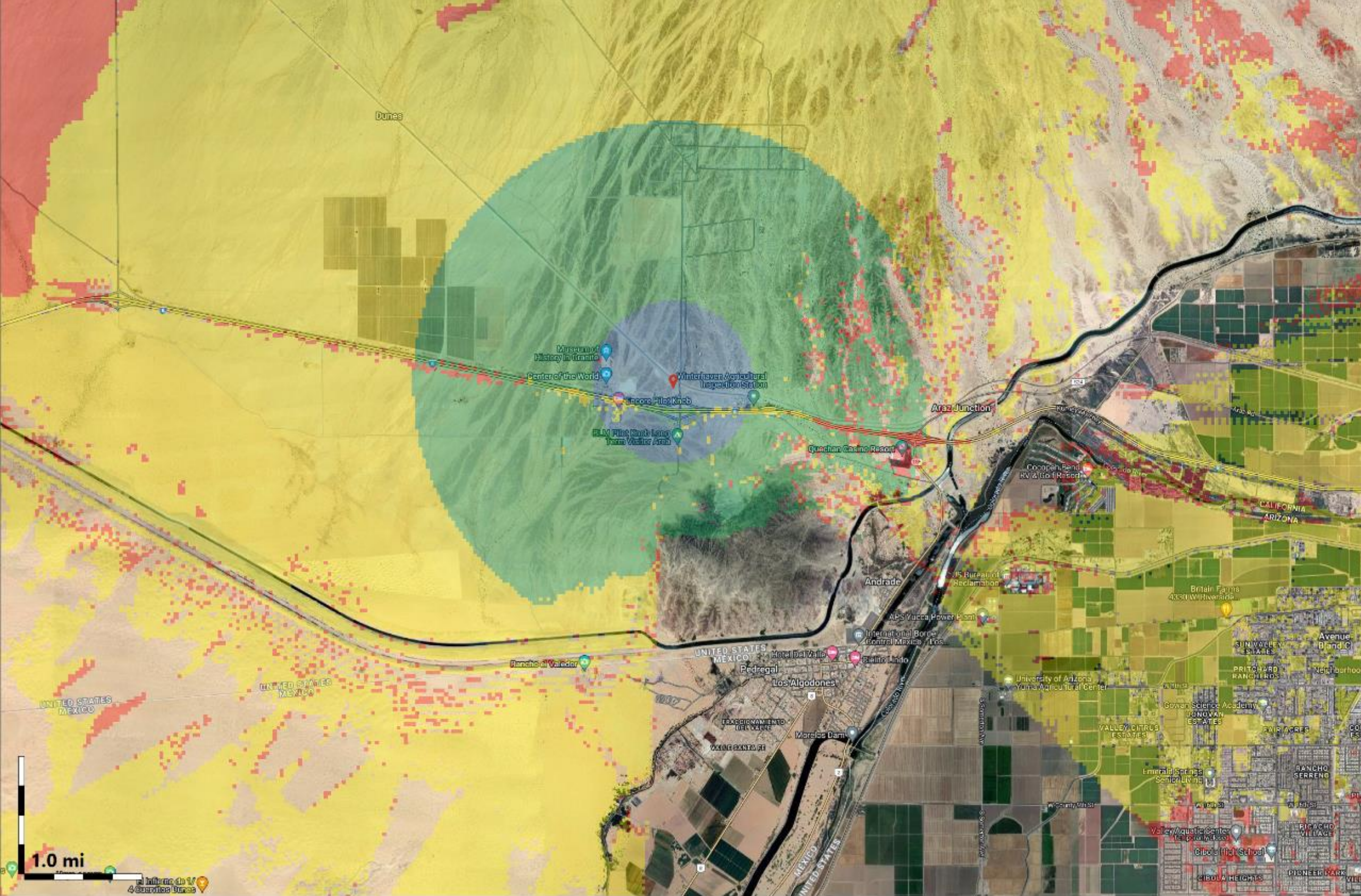
Existing Site
2100 MHz Coverage

Site Name CA20545-A Araz Junction
 Latitude: N32.746361
 Longitude: W114.751833

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 290
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



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2100 MHz Coverage**

Site Name: Proposed
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PC ORIGINAL PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

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F + 561.995.7626

sbasite.com

January 9, 2024

Imperial County Planning Commission
940 Main Street
El Centro, CA 92243

RE: CitySwitch, LLC application for a Conditional Use Permit (#23-0010) and Variance (#23-0004) to construct a 180-foot telecommunications tower at 637-639 Sidewinder Rd N., Winterhaven, CA 92283.

Agenda #8

Dear Commission Members:

My name is Markella Markouizos, and I am the Site Marketing Manager for SBA Communications Corporation ("SBA") in California. It is my job to interact with carriers, such as AT&T, who have located, or are interested in locating, onto an SBA cell tower. I maintain an open line of communication with the carriers to discuss tenant issues, including but not limited to collocation, new equipment, centerline placement of equipment onto SBA cell towers and other related matters. This would include the cell tower SBA has owned, operated, and maintained since April 2006 in Winterhaven, CA on property commonly known as 612 Sidewinder Road, Winterhaven, CA 92283 ("Existing Cell Tower").

CitySwitch ("CitySwitch") has submitted a Conditional Use Permit and Variance Application to the Imperial County Planning & Development Services Department requesting to construct a new 180' tower on behalf of AT&T a mere 0.36 miles or 3,200 feet from the Existing Cell Tower. I was surprised by CitySwitch's application which identifies AT&T as the primary intended tenant with antennas located at a height of 165 feet on the Proposed Tower, as I regularly communicate with AT&T.

The Existing Cell Tower was constructed by AAT Communications in 2003. AAT Communications was granted zoning approval to construct the Existing 180' foot tall lattice tower pursuant to CUP #00-0017 on September 23, 2003. SBA has owned, maintained, and operated the Existing Cell Tower for eighteen years. SBA acquired the tower through a Bill of Sale when the tower was purchased on April 13, 2006. AT&T has been a tenant under a lease agreement since April 20, 200, prior to SBA's ownership. AT&T has antennas collocated at a height of 157 feet.

When SBA purchased the tower site, it assumed the antenna site agreement (colocation agreement) between Cingular Wireless (AT&T) and the original tower owner. The business terms, initial rent and annual escalation were established prior to SBA owning the Existing Cell Tower. The terms of the long-term agreement were negotiated and agreed to by AT&T and have not changed.

In my prior communications with AT&T, it has not mentioned concerns or issues with SBA's Tower, nor inquired whether SBA's Tower could accommodate additional equipment or be extended to an additional height. AT&T has not raised any other concerns to SBA about its occupancy on SBA's Tower. Further, I worked with AT&T as recently as May 2021 to amend their

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lease at the Existing Cell Tower through March 24, 2028. The amendment also included antenna and equipment modifications that added AT&T's FirstNet services to the Existing Cell Tower which is now deployed and in service at the location.

The conditional use application contains a Sworn Statement from Spencer Gamrell with AT&T dated February 28, 2023, in support of the CitySwitch application. We note that the date of the AT&T affidavit precedes the new MLA agreement. The affidavit states that AT&T will bear a significant capital cost in decommissioning its equipment from SBA's Tower and re-locating to the Proposed Tower and would prefer not to do so.

On July 30, 2023, SBA and AT&T entered into a Master Lease Agreement (MLA) establishing agreed upon rental rates and other terms on the 6,500 SBA towers AT&T currently leases, including the Existing Cell Tower, as well as new collocation leases.

Attached is a RF Analysis and corresponding RF propagation maps depicting AT&T's existing coverage in comparison with the proposed CitySwitch tower. Due to the proximity to SBA's Tower, the Proposed Tower would not appreciably expand the scope or strength of available coverage in the area but would instead provide duplicative or overlapping coverage provided by SBA's Tower. Further, the installation of additional antennas on the Proposed Tower would be considered an "overbuild" or impractical given the coverage overlap with SBA's Tower.

Given our relationship with AT&T, we would welcome the opportunity to work with AT&T to stay collocated on the Existing Cell Tower, which would prevent the unnecessary and needless proliferation of additional telecommunication towers. Again, no one from AT&T has contacted me regarding this or any other issue addressed by the CitySwitch application, but SBA can certainly address these issues.

We look forward to continuing to work with AT&T and Imperial County to provide access to wireless networks via SBA's telecommunications infrastructure.

Very sincerely yours



Markella Markouizos
Site Marketing Manager, Site Leasing

Tower Separation Distance 969 feet



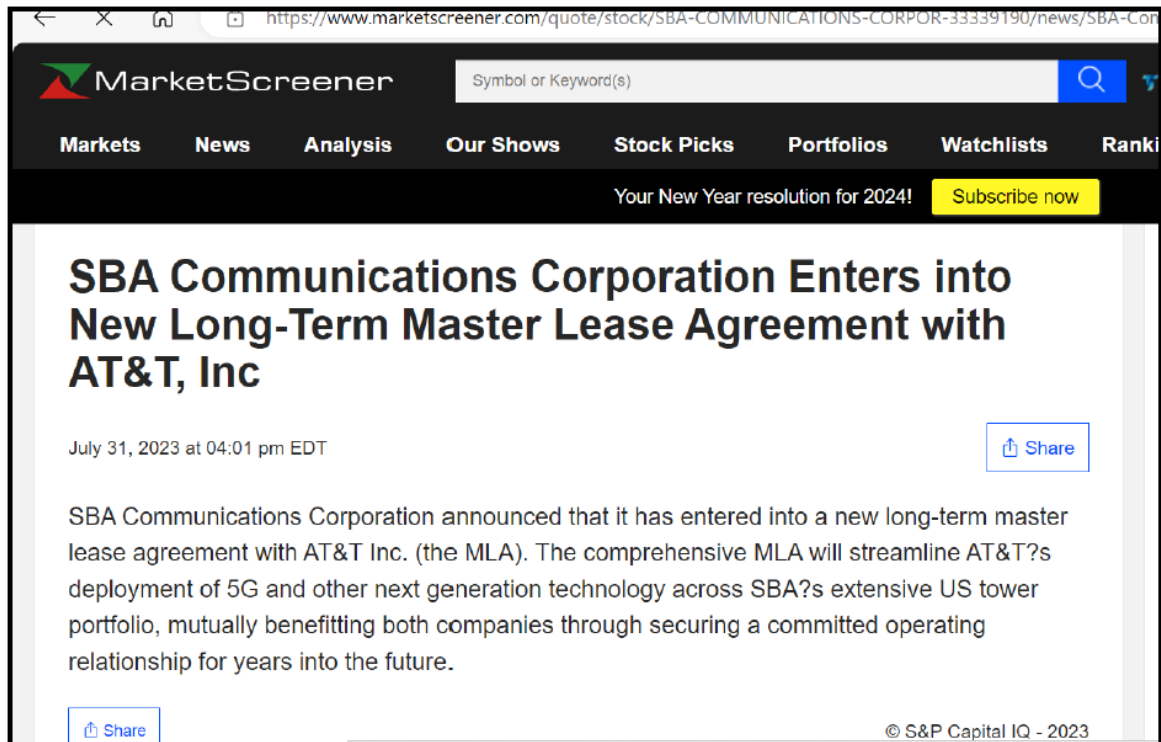
Looking south near the proposed tower location towards the existing 183' SBA tower

1502 Keystone Rd

Looking South from the proposed tower



MLA Agreement Between SBA and AT&T Announced



The image is a screenshot of a news article on the MarketScreener website. The browser's address bar shows the URL: https://www.marketscreener.com/quote/stock/SBA-COMMUNICATIONS-CORPOR-33339190/news/SBA-Cor. The MarketScreener logo is in the top left, and a search bar with the placeholder text "Symbol or Keyword(s)" is in the top right. A navigation menu below the logo includes "Markets", "News", "Analysis", "Our Shows", "Stock Picks", "Portfolios", "Watchlists", and "Ranki". A promotional banner at the bottom of the navigation menu reads "Your New Year resolution for 2024!" and features a yellow "Subscribe now" button. The main article title is "SBA Communications Corporation Enters into New Long-Term Master Lease Agreement with AT&T, Inc". The date and time of publication are "July 31, 2023 at 04:01 pm EDT". The article text states: "SBA Communications Corporation announced that it has entered into a new long-term master lease agreement with AT&T Inc. (the MLA). The comprehensive MLA will streamline AT&T's deployment of 5G and other next generation technology across SBA's extensive US tower portfolio, mutually benefitting both companies through securing a committed operating relationship for years into the future." There are two "Share" buttons, one on the right side of the article and one at the bottom left. The copyright notice at the bottom right is "© S&P Capital IQ - 2023".

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SBA Communications Corporation Enters into New Long-Term Master Lease Agreement with AT&T, Inc

July 31, 2023 at 04:01 pm EDT [Share](#)

SBA Communications Corporation announced that it has entered into a new long-term master lease agreement with AT&T Inc. (the MLA). The comprehensive MLA will streamline AT&T's deployment of 5G and other next generation technology across SBA's extensive US tower portfolio, mutually benefitting both companies through securing a committed operating relationship for years into the future.

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TO: SBA

Subject: RF Coverage Plot Analysis: Imperial County, CA

Date: December 27, 2023

1. METHODOLOGY. The attached plots depict broadcast radio frequency (RF) coverage from the existing site to Imperial County, CA and a proposed site approximately 965 feet to the North. At each location, cellular industry typical LTE operating parameters were considered for omnidirectional antennas mounted at 180 feet above ground level at the existing site, and at 195 feet above ground level for the proposed site. Ground elevations are -87 and -88 feet above mean sea level, respectively.

The provided predictive coverage plots were created using established radiowave propagation models with terrain and clutter data, implemented by qualified engineers specializing in this discipline and having years of US Industry experience.

Plots for both locations were generated for 700, 850, 1900 and 2100 MHz operations. The signal levels depicted are associated with LTE service reliability where the strong coverage levels in green and blue occur near the towers and decrease with distance from the sites and intervening terrain obstructions. Signal levels greater than -70 dBm shown as blue are associated with feasible coverage within buildings. Marginal coverage is provided in the regions depicted in yellow between -90 dBm and -80 dBm and signal levels between -100 dBm and -90 dBm shown as red represent poor coverage associated with call failures.

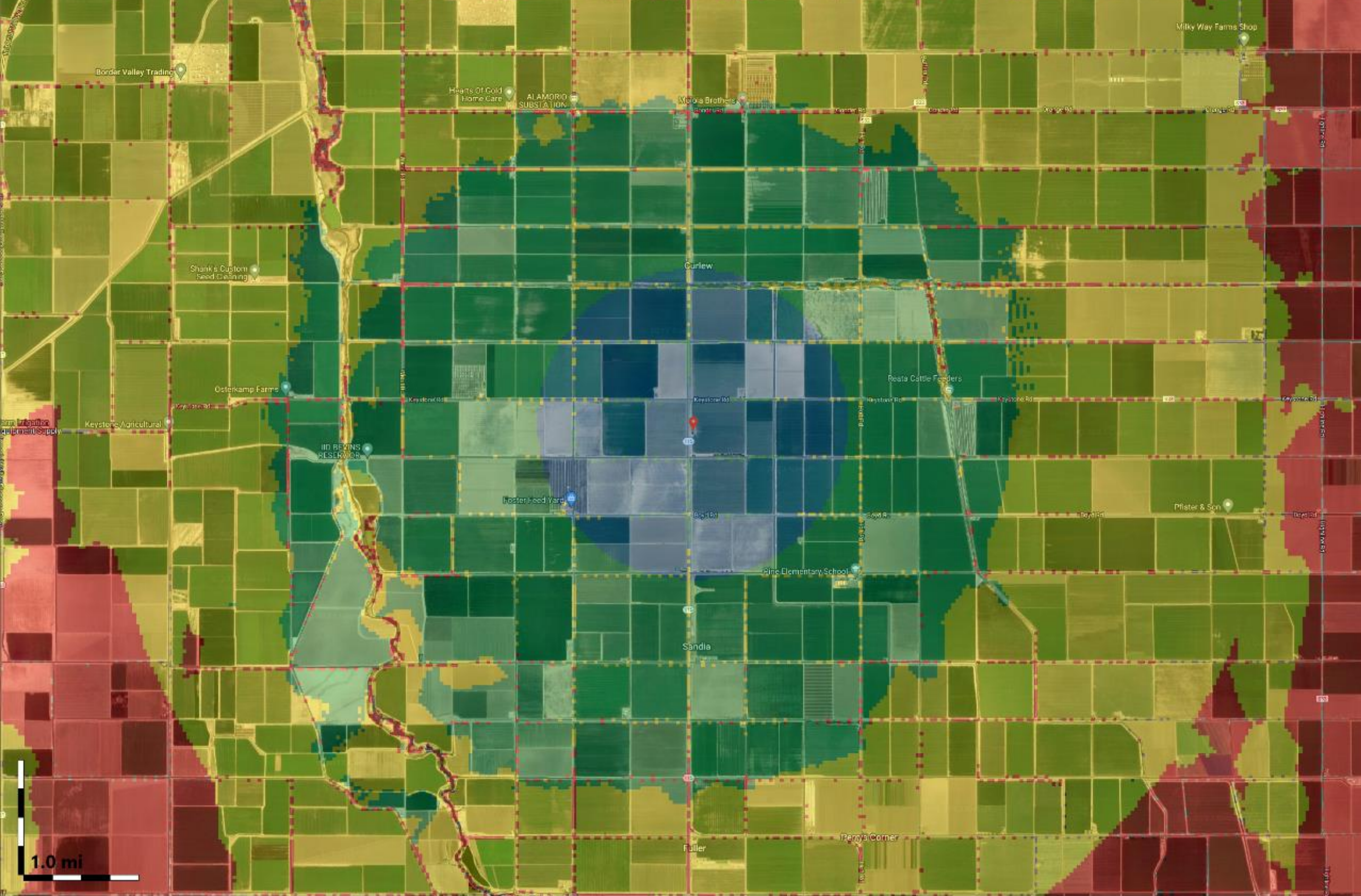
A comparison of coverage performance for each site is based on low band (700 and 850 MHz) and high band (1900 and 2100 MHz) prediction results. Radiowave propagation conditions between these bands differ because of terrain and ground clutter (e.g. vegetation) effects at different frequencies. Generally, low band operations provide greater area coverage. Therefore, high band operations provide additional customer traffic capacity closer to the cellular site.

2. COMPARISON. The sites considered in these coverage plots provide service to the depicted locations and roads leading to Imperial County, CA. For low band operations, the existing site provides strong coverage approximately 3.0 miles in all directions from the tower and to non-contiguous areas to 4.0 miles from the site. This includes 6.0 miles of CA-115. The proposed site provides strong coverage approximately 3.0 miles in all directions from the tower and to non-contiguous areas to 4.2 miles from the site. This includes 6.1 miles of CA-115.

For high band operations, both sites provide strong coverage to non-contiguous areas 2.2 miles in all directions from the tower.

3. CONCLUSION. Based on the coverage comparison presented above, the proposed site provides comparable coverage to Imperial County, CA due to its close proximity to the existing site. For wireless operators with antennas mounted on the existing site, the installation of additional antennas on the proposed site would be considered to be an "overbuild" or impractical given the coverage overlap.

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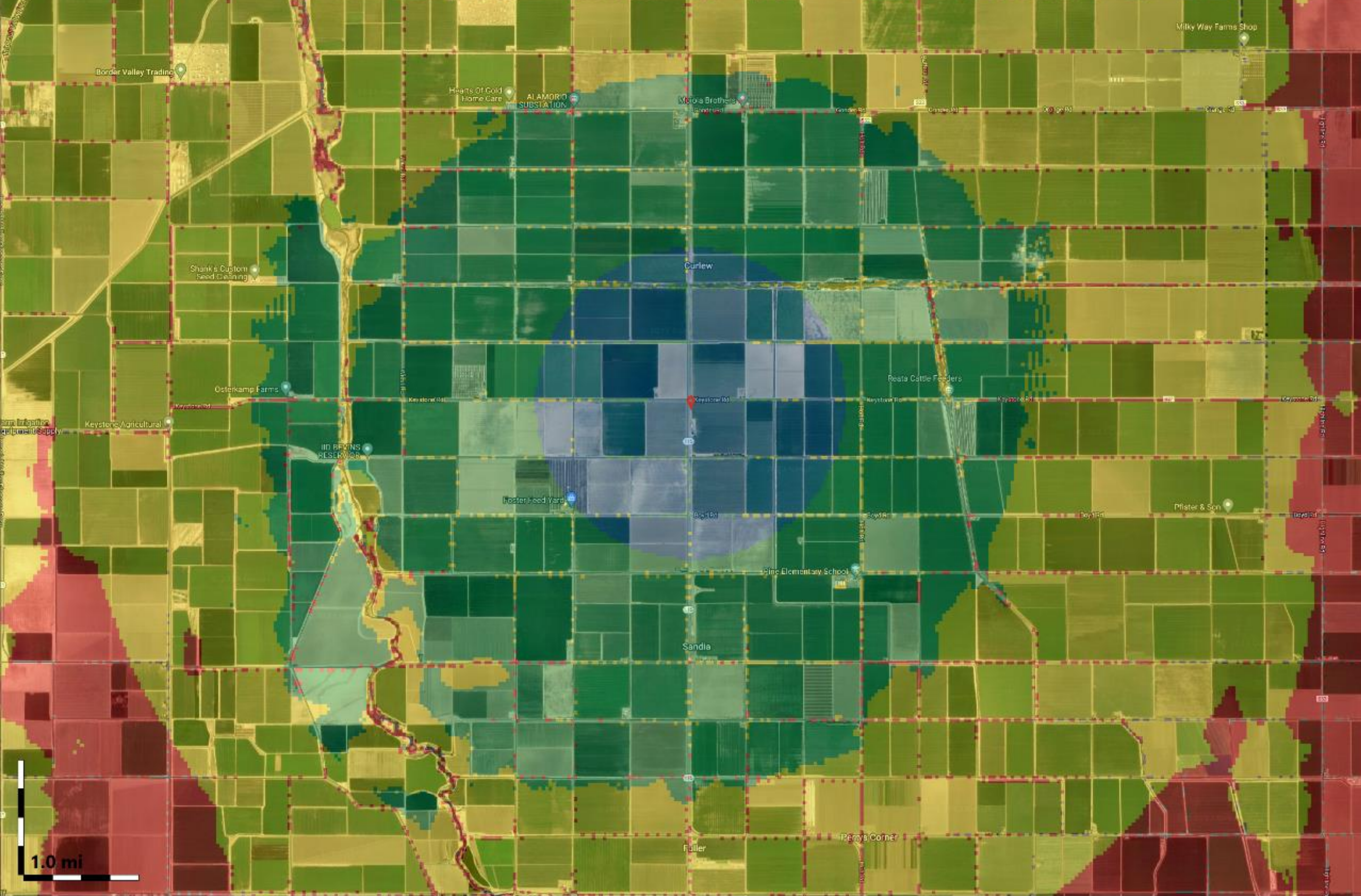
Existing Site
700 MHz Coverage

Site Name: CA10498-A Birger
 Latitude: N32.913592
 Longitude: W115.405578

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 180
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm

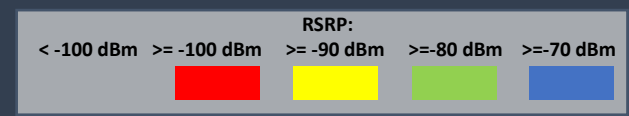


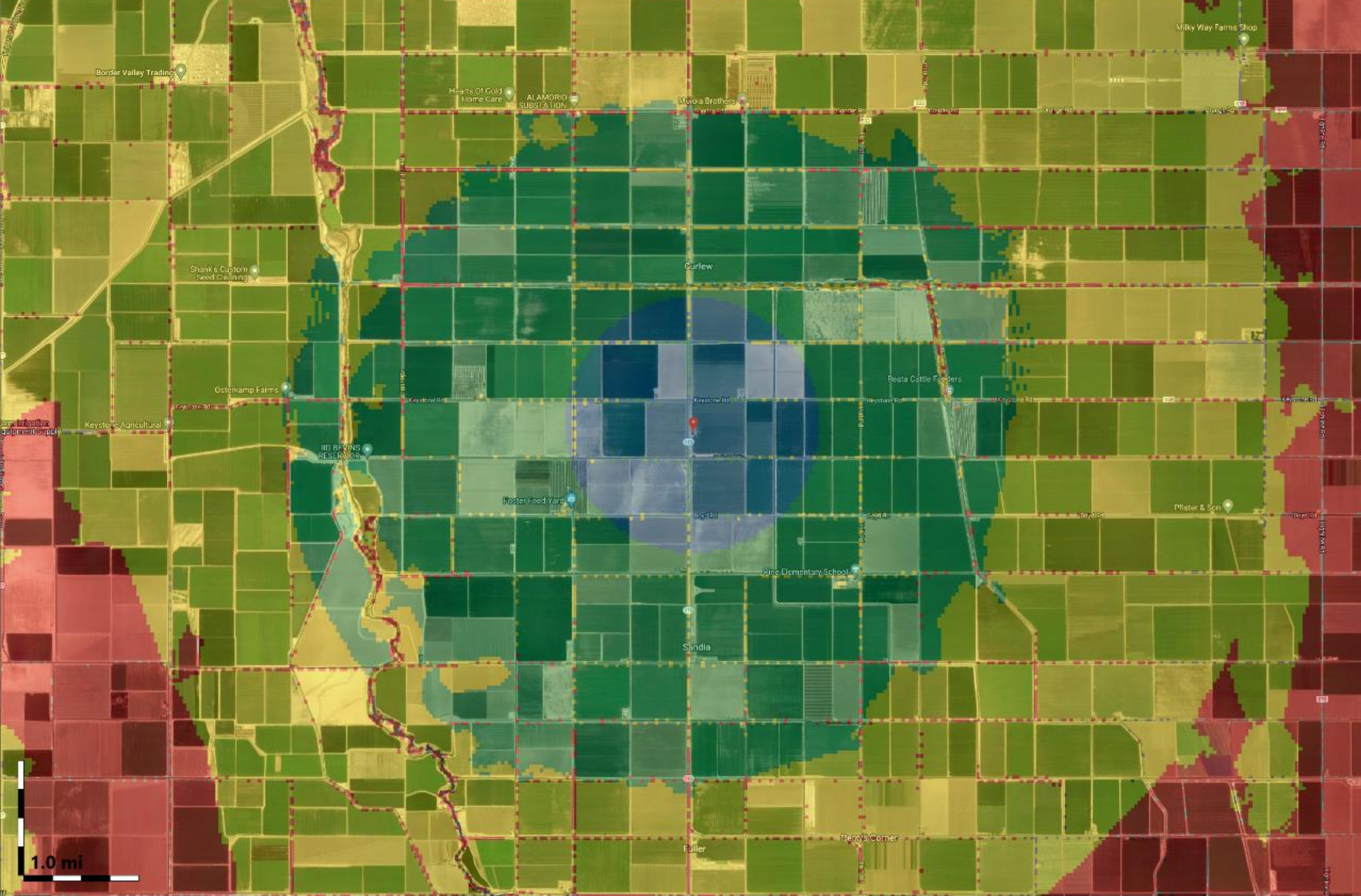
Proposed Site
700 MHz Coverage

Site Name: Proposed
 Latitude: N32.916217
 Longitude: W115.405894

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 195
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PKG





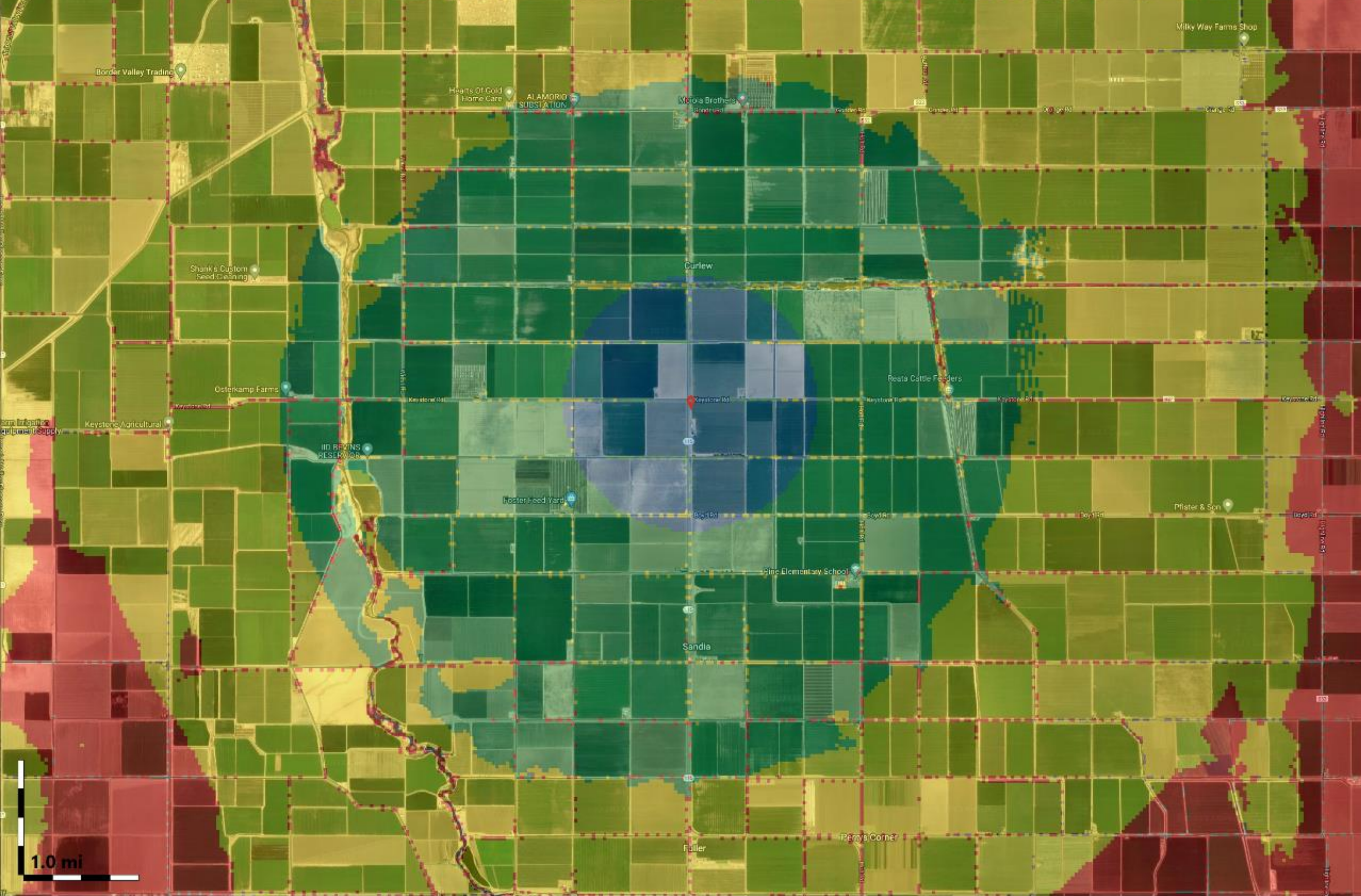
Existing Site
850 MHz Coverage

Site Name: CA10498-A Birger
 Latitude: N32.913592
 Longitude: W115.405578

Antenna: 15.15 dBi Omni
 Alpha Rad Center (ft): 180
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm

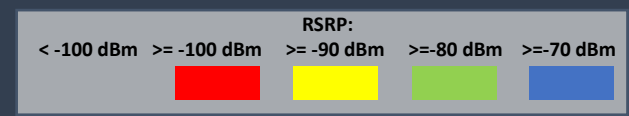


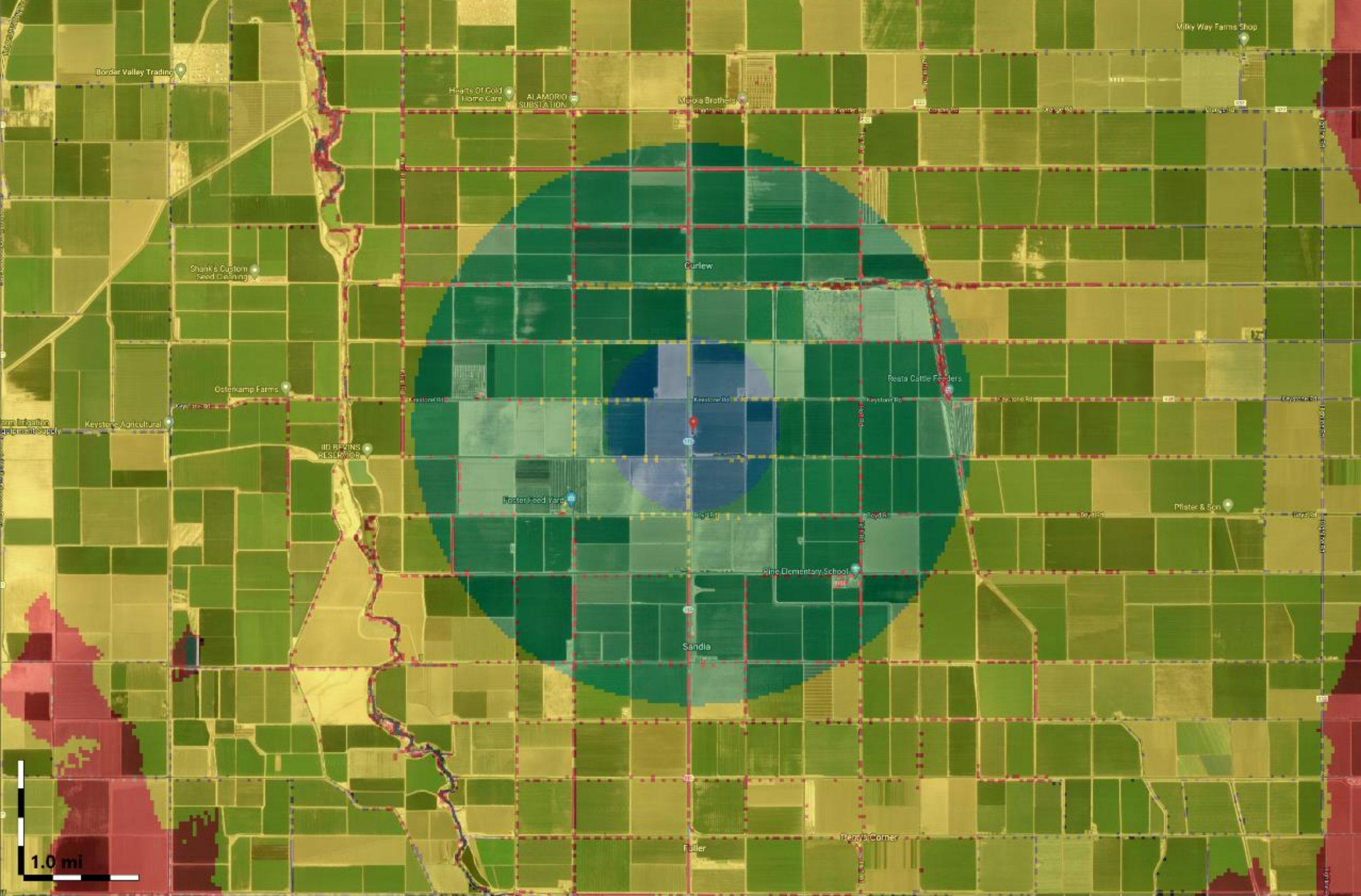
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 Longitude: W115.405894

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 Alpha Rad Center (ft): 195
 Azimuth (Deg): 0
 ERP per RS (W): 2.0

PC ORIGINAL PKG



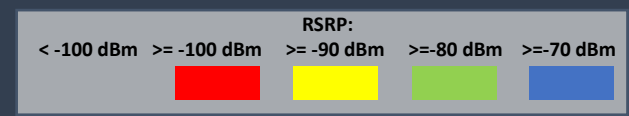


Existing Site
1900 MHz Coverage

Site Name: CA10498-A Birger
 Latitude: N32.913592
 Longitude: W115.405578

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 180
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PKG





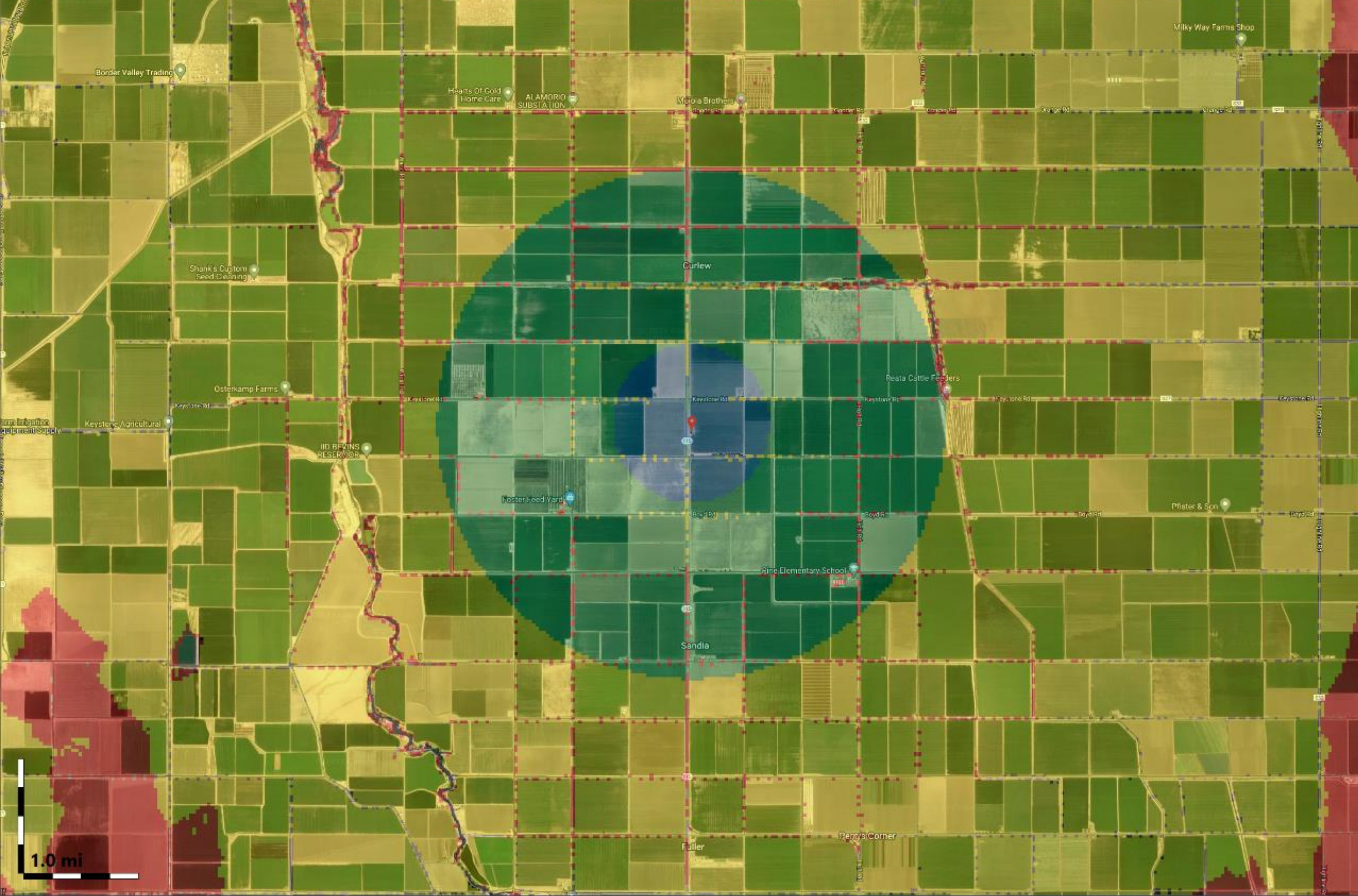
Proposed Site
1900 MHz Coverage

Site Name: Proposed
 Latitude: N32.916217
 Longitude: W115.405894

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 195
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



Existing Site
2100 MHz Coverage

Site Name: CA10498-A Birger
 Latitude: N32.913592
 Longitude: W115.405578

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 180
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



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2100 MHz Coverage

Site Name: Proposed
 Latitude: N32.916217
 Longitude: W115.405894

Antenna: 17.15 dBi Omni
 Alpha Rad Center (ft): 195
 Azimuth (Deg): 0
 ERP per RS (W): 4.7

PC ORIGINAL PKG

