



BOARD AGENDA FACT SHEET

CLERK USE ONLY
BOS ACTION

Planning & Development Services Department
Department

April 9, 2024
Requested Board Date

1. Request:

Board Approval	XX	Information Only/Presentation	
Other (specify) _____		Scheduled Hearing Time: <u>11:00 A.M.</u>	XX

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 #24-0005, appealing the January 10, 2024, Planning Commission's decision of denial for CitySwitch's telecommunication tower project.

1. Consider Approval or Denial of Appeal #24-0005; 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 #23-0011 for the proposed telecommunications tower; and
 - c. Variance #23-0006 for the proposed telecommunications tower to exceed the 120 feet height limitation by 90 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: 03/15/24 By: Rosa A. Soto, Office Supervisor


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 yanessasalcido@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 09, 2024

FROM: Jim Minnick, Director of Planning & Development Services

M/O _____

SUBJECT: APPEAL #24-0005 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 #24-0005, appealing the January 10, 2024, Planning Commission's decision of denial for CitySwitch telecommunication tower project.

1. Consider Approval or Denial of Appeal #24-0005; 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 #23-0011 for the proposed telecommunications tower; and
 - c. Variance #23-0006 for the proposed telecommunications tower to exceed the 120 feet height limitation by 90 feet.

BACKGROUND:

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

The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has 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 120-foot height limitation for the A-2 (General Agriculture) zone by 90 feet.

After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. Access will be provided via an easement with the proposed access entry point off East Keystone Road. The only utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system, which is connected to a main switch station.

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 "Agriculture" and is zoned as A-2 (General Agricultural) per Zoning Map #31 of the Imperial County Title 9 Land Use Ordinance. Per County's Land Use Ordinance (Title 9), Division 5, Section 90508.02, Subsection (r), communication towers are allowed in an A-2 (General Agricultural) zone with an approved Conditional Use Permit (CUP). The proposed project is consistent with the County's General Plan and County's Land Use Ordinances (Title 9).

Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(r)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available.

In a letter dated January 10, 2024, Sherman & Howard, LLC on behalf of CitySwitch, filed an appeal of the January 10, 2024, Planning Commission's denial of Conditional Use Permit #23-0011 and Variance #23-0006 for CitySwitch's telecommunications tower project.

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

ATTACHMENT:

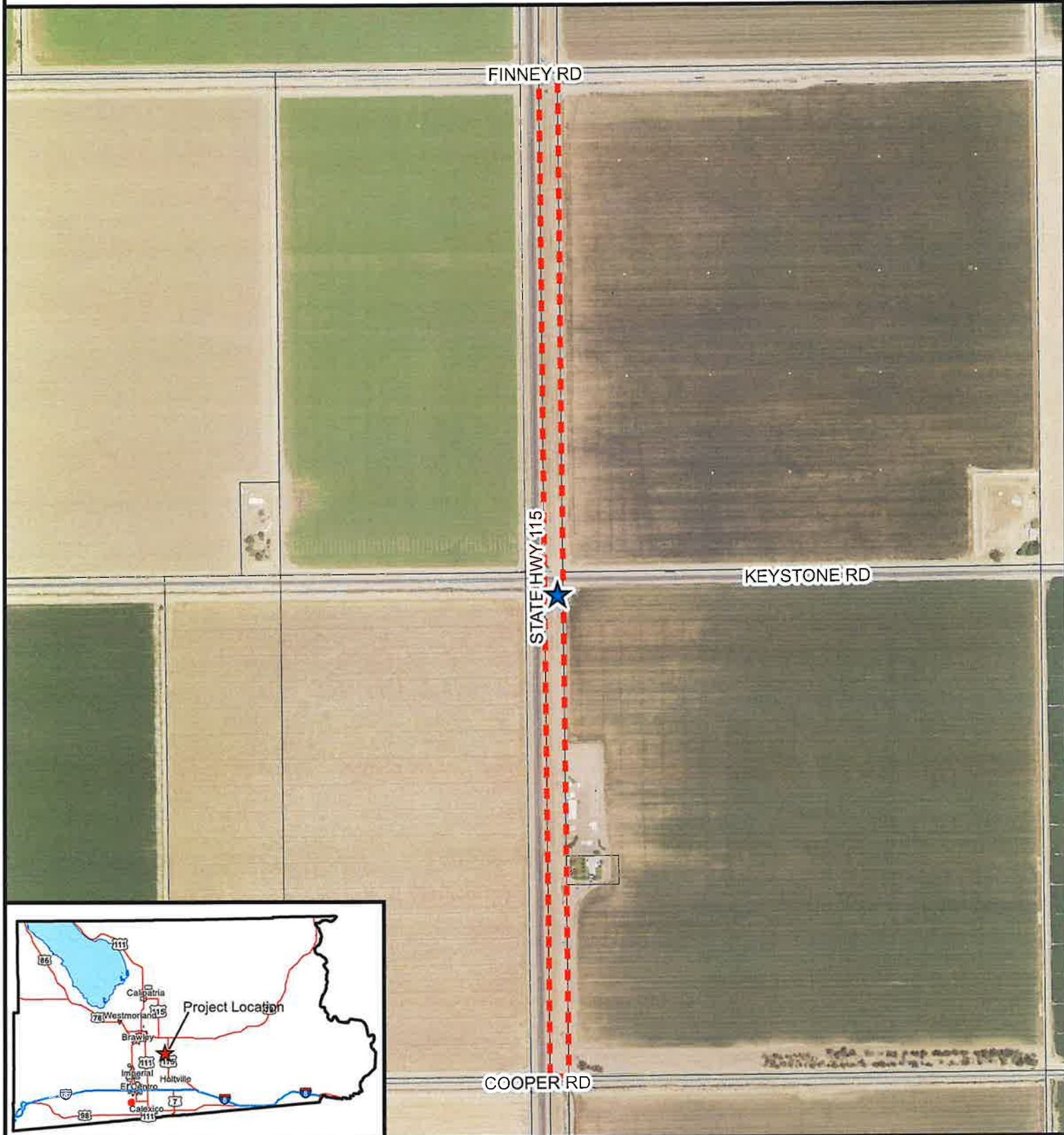
- A. Location Map
- B. Appeal Request by the Sherman & Howard, LLC
- C. CEQA Resolution for Conditional Use Permit and Variance
- D. Conditional Use Permit Resolution
- E. Variance Resolution
- F. PC & EEC Original Package CD

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
Gerardo Quero, Planner II
APP24-0005 APN 041-200-008-000
Files 10.109; 10.130; 10.133; 40.103; 40.110; 40.111





Attachment “A”

Location Map

PROJECT LOCATION MAP



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

-  Project Location
-  Parcels
-  Centerline
-  Tower Location



Attachment “B”

**Appeal Request by the Sherman &
Howard, LLC**

Melissa K. Reagan
Allison R. Burke
Sherman & Howard L.L.C.
675 15th Street, Suite 2300
Denver, Colorado 80202
mreagan@shermanhoward.com
aburke@shermanhoward.com

Attorneys for Applicant – CitySwitch II-A, LLC

Michael Bieniek, AICP
LCC Telecom Services
10700 West Higgins, Suite 240
Rosemont, Illinois 60018
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>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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
61ESZSF88D47F...

ATTORNEY FOR CITYSWITCH II-A, LLC

DocuSigned by:
Mike Bieniek
/s/ Michael Bieniek
23957721A9C4CF...

SITE CONSULTANT FOR CITYSWITCH II-A, LLC

DocuSigned by:
Jason Groseclose
/s/ Jason Groseclose
3A82B02C474E467...

CITYSWITCH II-A, LLC

EXHIBIT 1



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 2



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

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



Imperial County, California
January 9, 2024
Page 2

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



Imperial County, California
January 9, 2024
Page 3

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)).



Imperial County, California
January 9, 2024
Page 4

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 "intentions" 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

Imperial County Planning Commission
January 9, 2024
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,



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)

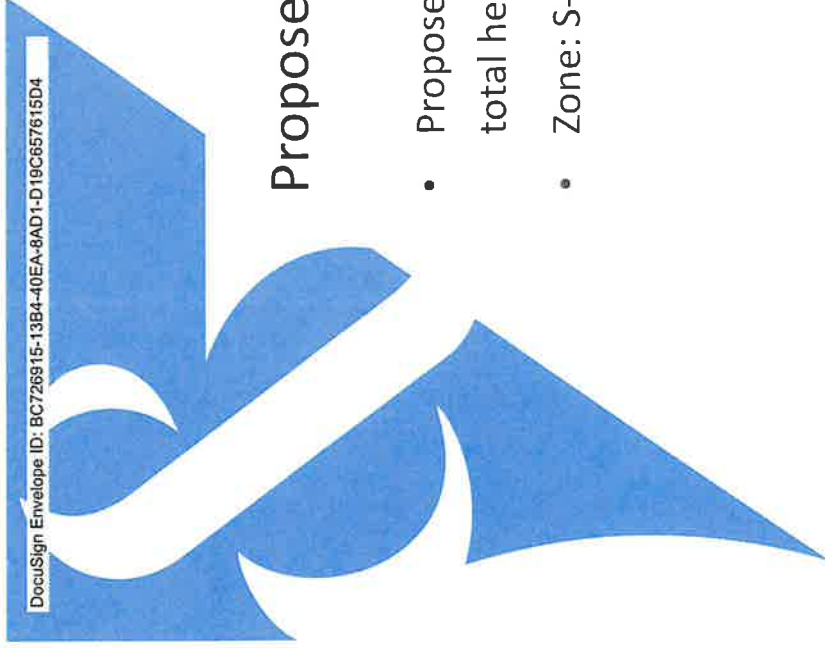
- ▶ July 19, 2023
 - ✔ Imperial County Airport Land Use Commission determines the Applications are consistent with the Imperial County Airport Land Use Compatibility Plan.
- ▶ July 24, 2023
 - ✔ County requests revised coverage plots for all three sites showing coverage from existing SBA towers.
- ▶ 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.



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

Sherman
&Howard

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



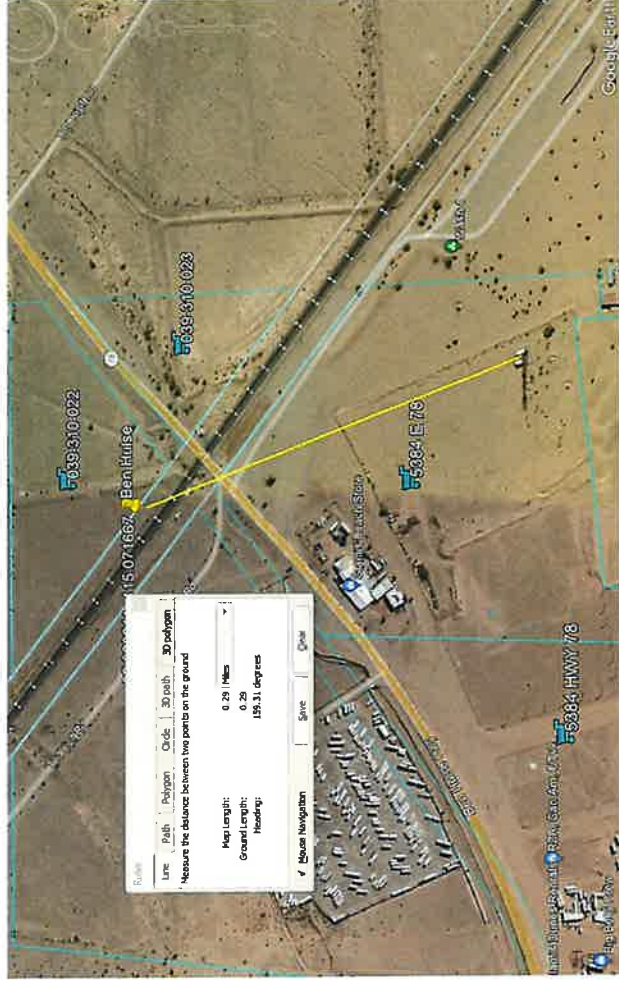
Proposed Wireless Facility

- 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.

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

Sherman
&Howard

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

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.





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

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.

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



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



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.

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

Sherman
& Howard

CitySwitch's CUP and Variance Applications Meet All Legal Requirements

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

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)





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 Facilitates.
- 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.

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



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

Sherman
&Howard

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

LAS:\ALLUSERS\APN\039310\01\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,
- 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
LAIS:ALLUSERS\APN\058470\002\CUP23-0010_IS23-0010_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:

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 (**23-0011**) 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).

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:\ALLUSERS\APN\0567307002\CUP23-0010_IS23-0010_V23-0004\IPC\CUP23-0010 NOA 01.10.24.DOC

Attachment “C”

**CEQA Resolution for Conditional Use
Permit and Variance**

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, CALIFORNIA, DENYING APPEAL #24-0005 AND DENYING THE ADOPTION OF THE “NEGATIVE DECLARATION” (INITIAL STUDY #23-0011) FOR CONDITIONAL USE PERMIT #23-0011 AND VARIANCE #23-0006.

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

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

WHEREAS, on November 16, 2023, the Environmental Evaluation Committee heard the project and recommended to the Planning Commission of Imperial County to adopt the Negative Declaration for Conditional Use Permit #23-0011 and Variance #23-0006; and

WHEREAS, on November 21, 2023, the Negative Declaration was 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 Appeal and Negative Declaration prior to denial of Conditional Use Permit #23-0011 and Variance #23-0006. The Board of Supervisors finds and determines that the Negative Declaration is adequate and 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 #23-0011 and Variance #23-0006, and considered the information contained in the Negative Declaration together with all comments received during the public review period and prior to denying the Conditional Use Permit; 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 #24-0005 AND DENY THE ADOPTION** of the Negative Declaration for Conditional Use Permit #23-0011 & Variance #23-0006.

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”
Conditional Use Permit Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, CALIFORNIA, DENYING APPEAL #24-0005 AND DENYING CONDITIONAL USE PERMIT #23-0011 AND CONDITIONS OF APPROVAL FOR CITYSWITCH.

WHEREAS, CitySwitch, has submitted an application for Conditional Use Permit #23-0011 for an unmanned, self-supported, lattice wireless telecommunications tower; and,

WHEREAS, a Negative Declaration 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 #24-0005 and the proposed Conditional Use Permit #23-0011 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 analyzes 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 Conditional Use Permit #23-0011 have been made as follows:

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

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

it is determined to be in conflict with Division 24, Section 92401.00 – Purpose, “...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community...” as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039.

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

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

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

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

D. The proposed use meets the minimum requirements of this Title applicable to the use and complies with all applicable laws, ordinances and 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 90508.02. The Conditions of Approval will further ensure that the project complies with all applicable regulations of the County of Imperial and the State of California.

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

The project is designated “Agriculture” by the Imperial County General Plan. The proposed project site is surrounded by other parcels zoned as A-2-R (General Agricultural, Rural Zone) on the North; A-2 (General Agricultural), A-2-R (General Agricultural, Rural Zone) & A-3 (Heavy Agricultural) on the South; and A-2-R (General Agricultural, Rural Zone) on the East and West. The proposed tower will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.

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

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

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

The project is a permitted use subject to approval of a Conditional Use Permit #23-0011 & Variance #23-0006 under Land Use Ordinance, Section 92404.01 et. seq. and will not grant a special privilege.

NOW, THEREFORE, based on the above findings, the Board of Supervisors of the County of Imperial **DOES HEREBY DENY** Appeal #24-0005 and **DENY** Conditional Use Permit #23-0011 and 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 “E”

Variance Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF IMPERIAL, CALIFORNIA, DENYING APPEAL #24-0005 AND DENYING VARIANCE #23-0006 FOR A HEIGHT INCREASE FOR AN UNMANNED, SELF-SUPPORTED, LATTICE WIRELESS TELECOMMUNICATIONS TOWER.

WHEREAS, CitySwitch has submitted an application for Variance #23-0006 requesting an increase (90 feet) of the maximum allowed height in the General Agricultural "A-2" zone from 120 feet to 210 feet for the proposed self-supported lattice, wireless telecommunication tower; 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 #23-0006; 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 of the County of Imperial 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 March 26, 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 #24-0005 and Variance #23-0006 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 analyzes 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 denial of Variance #23-0006 have been made:

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

Requiring CitySwitch to adhere to the one hundred-twenty (120) foot communication tower limit would have a significant negative impact on the communications tower coverage that is necessary in the area. It would result in the communications tower incapability to provide communications coverage in the designated area. Granting this variance will not constitute a grant of special privilege that is not generally available to other property in the vicinity and in the same land use zone.

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

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

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

According to CitySwitch application, the strict adherence to Section 90508.07 of the Title 9, Division 5, General Agricultural (A-2) zone to the one-hundred twenty (120) foot height limit would deprive and prevent CitySwitch the ability to provide adequate coverage to the surrounding areas.

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

Staff has reviewed the proposed communications tower and proposed variance and has determined that such to be in compliance with the A-2 (General Agricultural) Zone of the Imperial County General Plan. As allowed through the variance process, the granting of the ninety (90) foot variance would not constitute a grant adversely affecting the Imperial County General Plan. Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(r)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039.

NOW, THEREFORE, based on the findings, the Board of Supervisors of the County of Imperial **DOES HEREBY DENY** Appeal #24-0005 and **DENY** Variance #23-0006.

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 “F”

PC & EEC Original Package

PROJECT REPORT

TO: PLANNING COMMISSION
FROM: PLANNING & DEVELOPMENT SERVICES

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

CitySwitch

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

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

Brawley, CA

PARCEL SIZE: 12.10-AC

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

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

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION:

HEARING DATE: 01-10-2024

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION:

HEARING DATE: _____

APPROVED DENIED OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION:

HEARING DATE: 11-16-2023

INITIAL STUDY: #23-0011

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

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

REQUESTED ACTION:

IT IS RECOMMENDED THAT YOU CONDUCT A PUBLIC HEARING, THAT YOU HEAR ALL THE OPPONENTS AND PROPONENTS OF THE PROPOSED PROJECT. STAFF WOULD THEN RECOMMEND THAT YOU APPROVE CONDITIONAL USE PERMIT #23-0011 AND VARIANCE #23-0006 BY TAKING THE FOLLOWING ACTIONS:

- 1) ADOPT THE NEGATIVE DECLARATION BY FINDING THAT THE PROPOSED PROJECT WOULD NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AS RECOMMENDED AT THE ENVIRONMENTAL EVALUATION COMMITTEE (EEC) HEARING ON NOVEMBER 16, 2023; AND
- 2) MAKE THE DE MINIMUS FINDINGS AS RECOMMENDED AT THE NOVEMBER 16, 2023, EEC HEARING THAT THE PROJECT WILL NOT INDIVIDUALLY OR CUMULATIVELY HAVE AN ADVERSE EFFECT ON FISH AND WILDLIFE RESOURCES, AS DEFINED IN SECTION 711.2 OF THE FISH AND GAME CODES; AND
- 3) CONSIDER THE APPROVAL OR DENIAL OF CUP #23-0011 FOR THE PROPOSED TELECOMMUNICATIONS TOWER. IF APPROVED, AUTHORIZE THE PLANNING & DEVELOPMENT SERVICES DIRECTOR TO SIGN THE CUP CONTRACT UPON RECEIPT FROM THE PERMITTEE; AND
- 4) CONSIDER THE APPROVAL OR DENIAL OF VARIANCE #23-0006 WITH RESOLUTION AND FINDINGS.

Planning & Development Services

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

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

PC ORIGINAL PKG

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

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

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

Project Location:

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

Project Summary:

The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The proposed telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 feet.

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

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

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

Project Background:

On July 19, 2023, Conditional Use Permit #23-0011 & Variance #23-0006, for the proposed 210-foot wireless telecommunications facility, were heard by the Imperial County Airport Land Use Commission where it was determined that the proposed project was consistent with the 1996 Airport Land Use Compatibility Plan (ALUCP).

Land Use Analysis:

Per Imperial County's General Plan, the land use designation for this project is "Agriculture" and is zoned as A-2 (General Agricultural) per Zoning Map #31 of the Imperial County Title 9 Land Use Ordinance. Per County's Land Use Ordinance (Title 9), Division 5, Section 90508.02, Subsection (r), communication towers are allowed in an A-2 (General Agricultural) zone with an approved Conditional Use Permit (CUP). The proposed project is consistent with the County's General Plan and County's Land Use Ordinances (Title 9).

Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(r)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA

Towers II, LLC, operating under Conditional Use Permit #16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available.

Surrounding Land Use Ordinance:

DIRECTION	CURRENT LAND USE	ZONING	GENERAL PLAN
Project Site	Proposed Tower Site	A-2 (General Agricultural)	Agriculture
North	Agricultural	A-2-R (General Agricultural, Rural Zone)	Agriculture
West	Agricultural	A-2 (General Agricultural) / A-2-R (General Agricultural, Rural Zone)	Agriculture
East	Agricultural	A-2 (General Agricultural) / A-2-R (General Agricultural, Rural Zone)	Agriculture
South	Agricultural / Existing Tower Site / Residential	A-2 (General Agricultural) / A-2-R (General Agricultural, Rural Zone)	Agriculture

Environmental Review:

On November 16, 2023, the Environmental Evaluation Committee (EEC) determined that Conditional Use Permit (CUP#23-0011) and Variance (V#23-0006) for the development of a 200'-0" foot self-supported lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and Variance to exceed the height limitation in the A-2 (General Agricultural) zone by 90 ft. would not have a significant effect on the environment and recommended a Negative Declaration (ND) to be prepared. The EEC Committee consists of seven (7) member panel, integrated by the Director of Environmental Health Services, Imperial County Fire Chief, Agricultural Commissioner, Air Pollution Control Officer, Director of the Department of Public Works, Imperial County Sheriff, and the Director of Planning and Development Services. The EEC also made the De Minimus Finding that the project would not individually or cumulatively have an adverse effect on fish and wildlife resources, as defined in Section 711.2 of the Fish and Game Codes.

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

Staff Recommendation:

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

1. Adopt the Negative Declaration by finding that the proposed project would not have a significant effect on the environment as recommended at the

Environmental Evaluation Committee (EEC) hearing on November 16, 2023; and

2. Make the De Minimus findings as recommended at the November 16, 2023, EEC hearing that the project will not individually or cumulatively have an adverse effect on fish and wildlife resources, as defined in section 711.2 of the Fish and Game Codes; and
3. Consider the Approval or Denial of CUP #23-0011 for the proposed telecommunications tower. If approved, authorize the planning & development services director to sign the cup contract upon receipt from the permittee; and
4. Consider the Approval or Denial of Variance #23-0006 with resolution and findings.

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

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

Approved By: Jim Minnick, Director
 Planning & Development Services

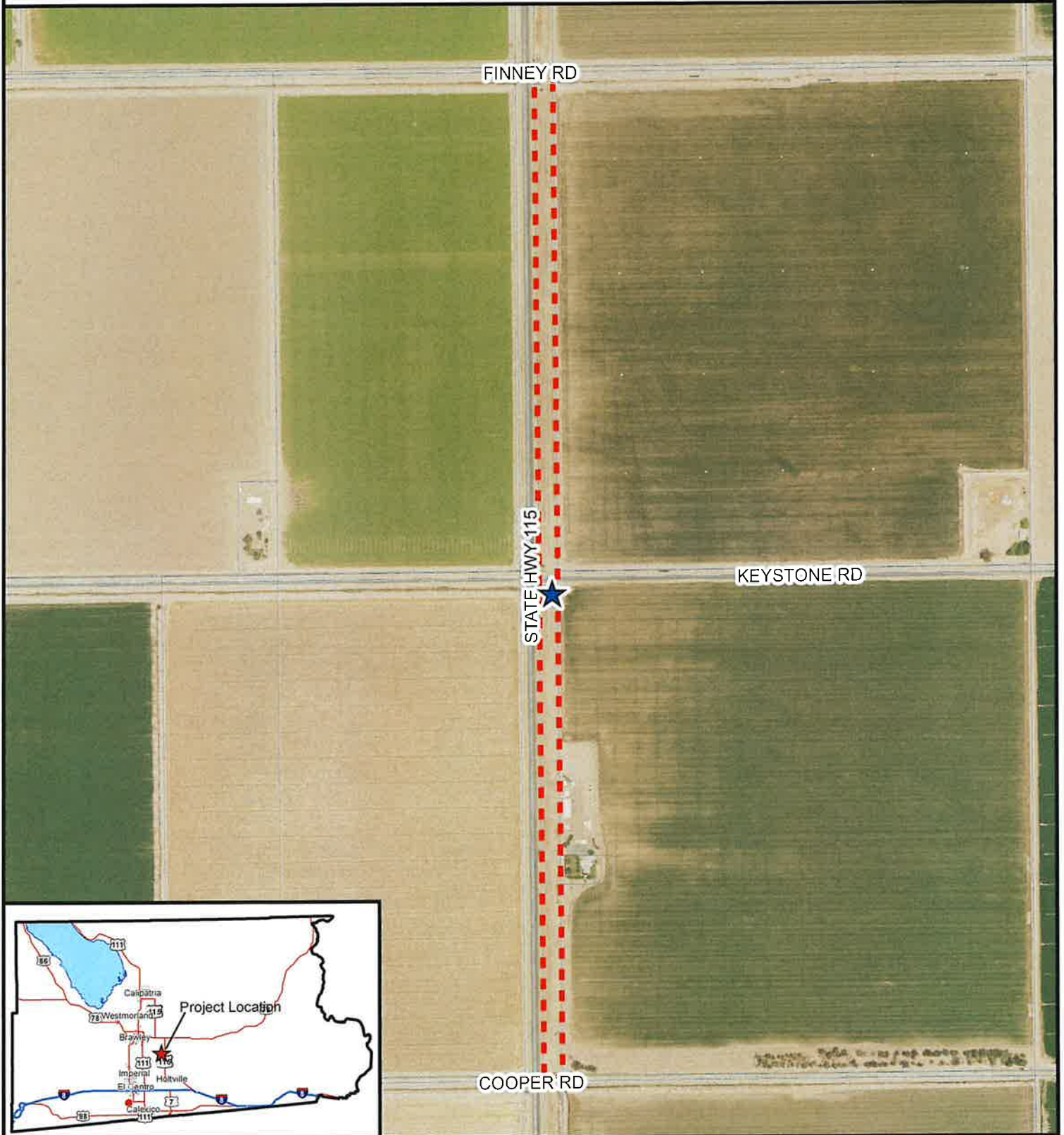
Attachments:

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

Attachment "A"
Vicinity Map

PC ORIGINAL PKG

PROJECT LOCATION MAP



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

	Project Location
	Parcels
	Centerline
	Tower Location



PC ORIGINAL PKG

Attachment "B"
Site Plan /Plot Plan

PC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN RSM
CHECKED BY:

REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/26/22	ZONING DRAWINGS

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

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

SHEET TITLE
OVERALL
SITE PLAN

SHEET NUMBER
C-1



SCALE: 1"=50'-0" (11/17)
0" 30' 60'
(00) 1"=50'-0" (22/23)
OVERALL SITE PLAN

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

PC ORIGINAL PKG



ZONING DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: RSM
 CHECKED BY: RSM

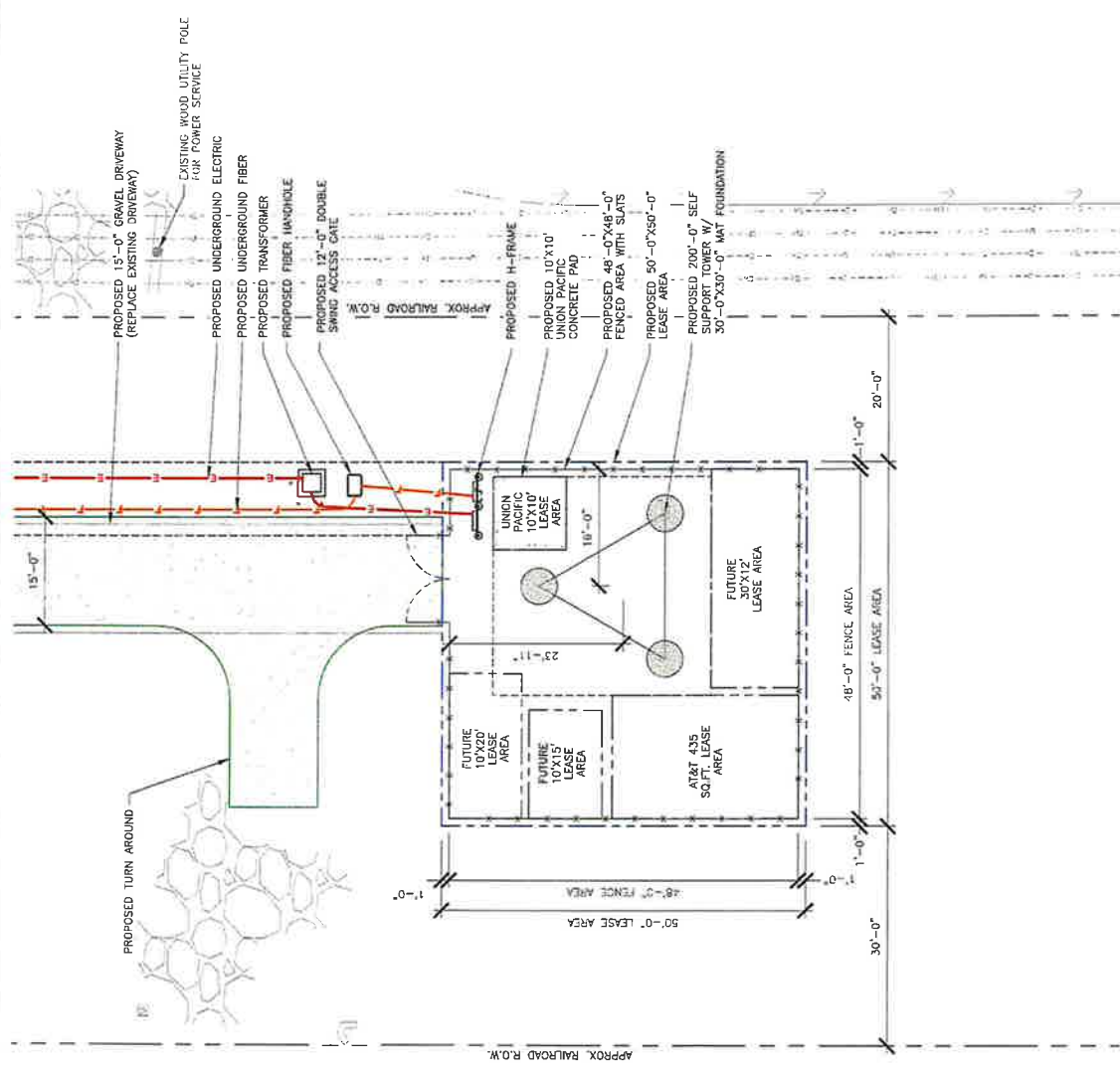
REV	DATE	DESCRIPTION
A	05/19/22	ZONING DRAWINGS
B	05/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. REFER TO SHEET 101 FOR UTILITY LOCATIONS. SUPPORT TOWER AND MAT FOUNDATION. RECORD DRAWING SHALL BE A SEPARATE RECORD DRAWING. SEE STATE OF CALIFORNIA.

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

SHEET TITLE
 ENLARGED
 SITE PLAN

SHEET NUMBER
 C-2



1 0 1/8" = 1'-0" (1/8") ENLARGED SITE PLAN
 1/8" = 1'-0" (223X)

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROVIDED BY CONTRACTOR. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELIES TO CONTRACT SERVICES IS STRICTLY PROHIBITED.

PC ORIGINAL PKG

**Attachment “C”
CEQA Resolution**

PC ORIGINAL PKG

RESOLUTION NO.

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

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

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

WHEREAS, on November 16, 2023, the Environmental Evaluation Committee heard the project and recommended to the Planning Commission of Imperial County to adopt the Negative Declaration for Conditional Use Permit #23-0011 and Variance #23-0006; and

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

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

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

The Planning Commission has reviewed the attached Negative Declaration (ND) prior to approval of Conditional Use Permit #23-0011 and Variance #23-0006. The Planning Commission finds and determines that the Negative Declaration is adequate and was prepared in accordance with the requirements of the Imperial County General Plan and Land Use Ordinance, and the California Environmental Quality Act (CEQA), which analyzes the project’s environmental effects, based upon the following findings and determinations:

1. That the recital set forth herein are true, correct, and valid;
2. That the Planning Commission has reviewed the attached Negative Declaration (ND) for Conditional Use Permit #23-0011 and Variance #23-0006, and considered the information contained in the Negative Declaration together with all comments received during the public review period and prior to approving the Conditional Use Permit; and
3. That the Negative Declaration reflects the Planning Commission independent judgment and analysis.

NOW, THEREFORE, based on the findings, the Planning Commission **DOES HEREBY ADOPT** the Negative Declaration (ND) for Conditional Use Permit #23-0011 & Variance #23-0006.

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

EJ:S:\AllUsers\APN\041\200\008\CUP23-0011_IS23-0011_V23-006\PC\Resolutions\CEQA\CUP23-0011 CEQA Resolutions.docx

PC ORIGINAL PKG

Attachment “D”
Variance Resolution

RESOLUTION NO.

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

WHEREAS, CitySwitch has submitted an application for a Variance (#23-0006) requesting an increase (90 feet) of the maximum allowed height in the General Agricultural "A-2" zone from 120 feet to 210 feet for the proposed self-supported lattice, wireless telecommunication tower (under Conditional Use Permit #23-0011); and

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

WHEREAS, on November 16, 2023, the Environmental Evaluation Committee heard the project and recommended to the Planning Commission of Imperial County to adopt the Negative Declaration for Conditional Use Permit #23-0011 and Variance #23-0006; and

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

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

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

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

SECTION 1. The Planning Commission has considered Variance #23-0006 prior to approval. The Planning Commission finds and determines that the Variance is adequate and prepared in accordance with the requirements of the Imperial County General Plan, Land Use Ordinance and the California Environmental Quality Act (CEQA), which analyses environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning Law (California Government Code (§65906) and the County of Imperial Land Use Ordinance (§90202.08), the following findings for the approval of Variance #23-0006 have been made:

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

Requiring CitySwitch to adhere to the one hundred-twenty (120) foot communication tower limit would have a significant negative impact on the communications tower coverage that is necessary in the area. It would result in the communications tower incapability to provide communications coverage in the designated area. Granting this variance will not constitute a grant of special privilege that is not generally available to other property in the vicinity and in the same land use zone.

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

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

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

According to CitySwitch application, the strict adherence to Section 90508.07 of the Title 9, Division 5, General Agricultural (A-2) zone to the one-hundred twenty (120) foot height limit would deprive and prevent CitySwitch the ability to provide adequate coverage to the surrounding areas.

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

Staff has reviewed the proposed communications tower and proposed variance and has determined that such to be in compliance with the A-2 (General Agricultural) Zone of the Imperial County General Plan. As allowed through the variance process, the granting of the ninety (90) foot variance would not constitute a grant adversely affecting the Imperial County General Plan. Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(r)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

GQ:S:\AllUsers\APN\041\200\008\CUP23-0011_IS23-0011_V23-006\PC\Resolutions\Variance V23-0011\23-0006 Variance Resolution.docx

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 #23-0011 AND CONDITIONS OF APPROVAL FOR CITYSWITCH.

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

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

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

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

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

SECTION 1. The Planning Commission has considered the proposed Conditional Use Permit #23-0011 and Variance #23-0006 prior to approval. The Planning Commission finds and determines that the Conditional Use Permit is adequate and prepared in accordance with the requirements of the Imperial County General Plan, Land Use Ordinance and the California Environmental Quality Act (CEQA) which analyses environmental effects, based upon the following findings and determinations.

SECTION 2. That in accordance with State Planning and Zoning law and the County of Imperial regulations, the following findings for approving the Conditional Use Permit #23-0011 and Variance #23-0006 has been made as follows:

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

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

Conditional Use Permit (CUP). Although the proposed project is found consistent with goals and policies of the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(r)), it is determined to be in conflict with Division 24, Section 92401.00 – Purpose, “...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community...” as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039.

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

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

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

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

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

The Project complies with the minimum requirements of Title 9 by obtaining a CUP & Variance pursuant to Title 9, Division 5, and Section 90508.02. The Conditions of Approval will further ensure that the project complies with all applicable regulations of the County of Imperial and the State of California.

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

The project is designated “Agriculture” by the Imperial County General Plan. The proposed project site is surrounded by other parcels zoned as A-2-R (General Agricultural, Rural Zone) on the North; A-2 (General Agricultural), A-2-R (General Agricultural, Rural Zone) & A-3 (Heavy Agricultural) on the South; and A-2-R (General Agricultural, Rural Zone) on the East and West. The proposed tower will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity.

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

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

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

The project is a permitted use subject to approval of a Conditional Use Permit #23-0011 & Variance #23-0006 under Land Use Ordinance, Section 92404.01 et. seq. and will not grant a special privilege.

NOW, THEREFORE, based on the above findings, the Imperial County Planning Commission **DOES HEREBY APPROVE** Conditional Use Permit #23-0011 & Variance #23-0006, subject to the attached Conditions of Approval.

Rudy Schaffner, Chairperson
Imperial County Planning Commission

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

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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

GQ:S:\AllUsers\APN\041\200\008\CUP23-0011_IS23-0011_V23-006\PC\Resolutions\PC\CUP23-0011 PC Resolutions.docx

PC ORIGINAL PKG

Attachment "F"
Conditional Use Permit #23-0011

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 #23-0011**

(CitySwitch)

(041-200-008-000)

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

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

12 **RECITALS**

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

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

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

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

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

28

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

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

8 **WHEREAS**, County, after reviewing of the project, after a noticed public hearing
9 before the Planning Commission, agreed to issue Conditional Use Permit #23-0011, subject
10 to the following conditions:

11 **NOW THEREFORE**, the County hereby issues CUP #23-0011 subject to all of the
12 following conditions.

13 **GENERAL CONDITIONS:**

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

19 **G1 COSTS:**

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

26 **G2 AUDIT OF BILLS:**

27 Permittee shall have the right to have any bill audited for clarification or correction. In the
28 event Permittee request an audit or an explanation of any bill, it shall be in writing to the
Planning and Development Services Department. Permittee shall bring the account current
including any amount due under a "disputed" billing statement, before any audit is
performed. If the amount disputed is the result of a Department other than the Planning and
Development Services Department the explanation or audit shall be performed by said
Department and a report provided to both the Permittee and the Planning and Development
Services 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 life of the project. Additionally, Permittee shall submit a copy of any such additional permit, license and/or approval to the Planning Department within 30 days of receipt.

G4 RECORDATION:

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

G5 COMPLIANCE/REVOCAION:

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

G6 PROVISION TO RUN WITH LAND:

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

G7 RIGHT OF ENTRY:

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

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

3 **G8 TIME LIMIT:**

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

7 **G9 DEFINITIONS:**

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

13 **G10 SPECIFICITY:**

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

23 **G11 HEALTH HAZARD:**

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

G12 ENCROACHMENT PERMIT:

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

G13 REPORT(S):

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

G14 RESPONSIBLE AGENT:

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

G15 INDEMNIFICATION:

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

G16 CHANGE OF OWNER/OPERATOR:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

G17 COMPLIANCE WITH ORDINANCE:

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

(TOTAL "G" CONDITIONS are 17)

This space intentionally left blank.

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

This permit authorizes the Permittee to construct, operate, and maintain a 200-foot co-locatable, self-supported lattice telecommunications tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' fenced area with the necessary ancillary equipment consisting of panel antennas, remote radio units, one (1) transformer, one (1) fiber optics handhole, one (1) H-frame for related power and telco boxes, underground electric and fiber optic services, fencing, and equipment cabinets and shelters. The tower height shall not exceed 210 feet above ground level (AGL). The tower shall be constructed to the specifications contained in the application. In this case, the tower shall be a "free standing" tower with no guy-wire support. The tower may be used by multiple users in addition to the Permittee, provided the conditions stated herein are followed.

S2 ACCESS TO SITE:

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

S3 NO TRESPASSING SIGNS:

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

S4 HOURS OF OPERATION:

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

S5 ANCILLARY USES & ADDITIONAL LAND USE PERMITS:

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

S6 SUSPENSION OF OPERATIONS:

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

S7 ENFORCEMENT ACTION:

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

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

4 **S8 LIGHT & GLARE:**

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

7 **S9 CONFLICTING PERMIT CONDITIONS:**

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

9 **S10 MINOR ADMINISTRATIVE MODIFICATION:**

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

14 **S11 LATEST CODES GOVERN:**

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

17 **S12 VARIANCE:**

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

20 **S13 LIGHTING:**

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

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

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

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

10 **S14 COMMUNICATION FREQUENCY:**

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

14 **S15 FREQUENCY COORDINATION:**

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

18 **S16 TOWER EMERGENCY INFORMATION:**

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

21 **S17 RESTORATION SURETY:**

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

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

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

S18 COUNTY EXECUTIVE OFFICE¹:

- Sales Tax Condition: the permittee is required to have a Construction Site Permit
(prior to the issuance of any grading permits) reflecting the project site address,

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

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

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

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

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

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

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

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- To ensure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design.
 - Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape, and all water, sewer, storm water, or any other above ground or underground utilities, will require an encroachment permit or encroachment agreement. No foundations or buildings will be allowed within IID's right of way.
 - The Permittee may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (irrigation, drainage, power, etc.).
 - Should the Permittee need a new farm entrance across the Orient Drain from Keystone Road, the Permittee will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the Permittee's expense.
 - An IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm-water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
 - In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of way to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted, mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
 - Any new, relocated, modified, or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, environmental impacts analysis and mitigation. Failure to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully analyzed. Any and all mitigations necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

(TOTAL "S" CONDITIONS are 21)

This space intentionally left blank.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOW THEREFORE, County hereby issues Conditional Use Permit #23-0011, and Permittee hereby accepts such permit upon the terms and conditions set forth herein:

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

PERMITTEE

CitySwitch

Date

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

James Minnick, Director of
Planning & Development Services

Date

PERMITTEE NOTARIZATION

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

STATE OF _____

COUNTY OF _____ } S.S.

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

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

WITNESS my hand and official seal

Signature _____

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

Title or Type of Document _____

Number of Pages _____ Date of Document _____

Signer(s) Other Than Named Above _____

Dated _____

COUNTY NOTARIZATION

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

STATE OF CALIFORNIA

COUNTY OF IMPERIAL} S.S.

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

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

WITNESS my hand and official seal

Signature _____

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

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

**Attachment “G”
EEC Package**

PC ORIGINAL PKG

PROJECT REPORT

TO: ENVIRONMENTAL EVALUATION COMMITTEE AGENDA DATE: **November 16, 2023**
FROM: PLANNING & DEVELOPMENT SERVICES AGENDA TIME: **1:30PM / No. 4**

PROJECT TYPE: CitySwitch
CUP#23-0011 / V#23-0006 / IS#23-0011 SUPERVISOR DIST # 5
LOCATION: 1505 East Keystone Road APN: 041-200-008-000
Brawley, CA PARCEL SIZE: 12.10-AC

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

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

GENERAL PLAN FINDINGS CONSISTENT INCONSISTENT MAY BE/FINDINGS

PLANNING COMMISSION DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

PLANNING DIRECTORS DECISION: HEARING DATE: _____

APPROVED DENIED OTHER

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

INITIAL STUDY: #23-0011

NEGATIVE DECLARATION MITIGATED NEG. DECLARATION EIR

DEPARTMENTAL REPORTS / APPROVALS:

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

REQUESTED ACTION:

NEGATIVE DECLARATION
 MITIGATED NEGATIVE DECLARATION

*Initial Study & Environmental Analysis
For:*

**Conditional Use Permit #23-0011
Variance #23-0006
Initial Study #23-0011
CitySwitch**



Prepared By:

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

November 2023

PC ORIGINAL PKG EEC ORIGINAL PKG

TABLE OF CONTENTS

	<u>PAGE</u>
<u>SECTION 1</u>	
I. INTRODUCTION	3
<u>SECTION 2</u>	
II. ENVIRONMENTAL CHECKLIST	8
PROJECT SUMMARY	10
ENVIRONMENTAL ANALYSIS	13
I. AESTHETICS.....	15
II. AGRICULTURE AND FOREST RESOURCES.....	15
III. AIR QUALITY.....	16
IV. BIOLOGICAL RESOURCES.....	17
V. CULTURAL RESOURCES.....	18
VI. ENERGY.....	18
VII. GEOLOGY AND SOILS.....	16
VIII. GREENHOUSE GAS EMISSION.....	20
IX. HAZARDS AND HAZARDOUS MATERIALS.....	21
X. HYDROLOGY AND WATER QUALITY.....	22
XI. LAND USE AND PLANNING.....	23
XII. MINERAL RESOURCES.....	24
XIII. NOISE.....	24
XIV. POPULATION AND HOUSING.....	24
XV. PUBLIC SERVICES.....	25
XVI. RECREATION.....	25
XVII. TRANSPORTATION.....	26
XVIII. TRIBAL CULTURAL RESOURCES.....	21
XIX. UTILITIES AND SERVICE SYSTEMS.....	26
XX. WILDFIRE.....	26
<u>SECTION 3</u>	
III. MANDATORY FINDINGS OF SIGNIFICANCE	23
IV. PERSONS AND ORGANIZATIONS CONSULTED	24
V. REFERENCES	25
VI. NEGATIVE DECLARATION - COUNTY OF IMPERIAL	26
27 FINDINGS	27
<u>SECTION 4</u>	
VIII. RESPONSE TO COMMENTS (IF ANY)	28
IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP) (IF ANY)	29

SECTION 1 INTRODUCTION

A. PURPOSE

This document is a policy-level, project level Initial Study for evaluation of potential environmental impacts resulting with the proposed Conditional Use Permit #23-0011 (Refer to Exhibit "A" & "B").

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

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

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

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

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

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

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

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

Pursuant to the County of Imperial Guidelines for Implementing CEQA, depending on the project scope, the County of Imperial Board of Supervisors, Planning Commission and/or Planning Director is designated the Lead Agency, in accordance with Section 15050 of the CEQA Guidelines. The Lead Agency is the public agency which has the

principal responsibility for approving the necessary environmental clearances and analyses for any project in the County.

C. INTENDED USES OF INITIAL STUDY AND NEGATIVE DECLARATION

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

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

D. CONTENTS OF INITIAL STUDY & NEGATIVE DECLARATION

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

SECTION 1

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

SECTION 2

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

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

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

SECTION 3

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

IV. PERSONS AND ORGANIZATIONS CONSULTED identifies those persons consulted and involved in

preparation of this Initial Study and Negative Declaration.

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

VI. NEGATIVE DECLARATION – COUNTY OF IMPERIAL

VII. FINDINGS

SECTION 4

VIII. RESPONSE TO COMMENTS (IF ANY)

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

E. SCOPE OF ENVIRONMENTAL ANALYSIS

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

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

F. POLICY-LEVEL or PROJECT LEVEL ENVIRONMENTAL ANALYSIS

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

G. TIERED DOCUMENTS AND INCORPORATION BY REFERENCE

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

1. Tiered Documents

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

“Tiering refers to using the analysis of general matters contained in a broader EIR (such as the one prepared

for a general plan or policy statement) with later EIRs and negative declarations on narrower projects; incorporating by reference the general discussions from the broader EIR; and concentrating the later EIR or negative declaration solely on the issues specific to the later project.”

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

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

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

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

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

2. Incorporation By Reference

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

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

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

describe information that cannot be summarized. Furthermore, these documents must describe the relationship between the incorporated information and the analysis in the tiered documents (CEQA Guidelines Section 15150[c]). As discussed above, the tiered EIRs address the entire project site and provide background and inventory information and data which apply to the project site. Incorporated information and/or data will be cited in the appropriate sections.

- These documents must include the State identification number of the incorporated documents (CEQA Guidelines Section 15150[d]). The State Clearinghouse Number for the County of Imperial General Plan EIR is SCH #93011023.
- The material to be incorporated in this document will include general background information (CEQA Guidelines Section 15150[f]). This has been previously discussed in this document.

II. *Environmental Checklist*

1. **Project Title:** Conditional Use Permit #23-0011 & Variance #23-0006
2. **Lead Agency:** Imperial County Planning & Development Services Department
3. **Contact person and phone number:** Gerardo A. Quero, Planner I, (442)265-1736, ext. 1748
4. **Address:** 801 Main Street, El Centro CA, 92243
5. **E-mail:** gerardoquero@co.imperial.ca.us
6. **Project location:** 1505 E. Keystone Road, Brawley, CA 92227, Assessor's Parcel Number (APN) 041-200-008-000
7. **Project sponsor's name and address:** CitySwitch
1900 Century Place NE, Suite 320
Atlanta, GA 30345
8. **General Plan designation:** Agriculture
9. **Zoning:** A-2 (General Agriculture)
10. **Description of project:** The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way located at 1505 East Keystone Road, Brawley, CA. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The proposed telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 feet.

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

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

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

11. **Surrounding land uses and setting:** The proposed wireless communication facility would be located at 1505 East Keystone Road, Brawley, CA 92227 (southeast intersection of East Keystone Road and State Highway 115) and

will disturb approximately 2,500 ft² of the 12.10-Acre subject parcel. The property is identified as Assessor's Parcel Number (APN) 041-200-008-000 and is further described as a Portion of the State Board of Equalization (SBE) #872-13-34-2 of Tract 90 & 91, Township 14 South, Range 15 East of the San Bernardino Base and Meridian (S.B.B.M.). The proposed project site is surrounded by parcels zoned as A-2-R (General Agriculture with a Rural Zone Overlay) on the North and East and by other parcels zoned as A-2 (General Agriculture) on the South and West. Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(s)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available.

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

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

The Quechan and Campo Band of Mission Indian Tribes have requested to be consulted under Assembly Bill 52. Consultation letters were sent to the Quechan and Campo Band of Mission Indian Tribes. The County received on May 30, 2023, an email response from the Quechan Indian Tribe advising they had no comments for this project. No comments have been received from the Campo Band of Mission Indians Tribe for this project to this date.

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

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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

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

ENVIRONMENTAL EVALUATION COMMITTEE (EEC) DETERMINATION

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

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

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

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

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

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

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

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

For [Signature]
 Jim Minnick, Director of Planning/EEC Chairman

11-16-2023
 Date:

PROJECT SUMMARY

- A. **Project Location:** the proposed project would be located at 1505 E. Keystone Road, Brawley, CA 92227; Assessor's Parcel Number (APN) 041-200-008
- B. **Project Summary:** The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way located at 1505 East Keystone Road, Brawley, CA. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The proposed telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 feet.

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

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

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

- C. **Environmental Setting:** The proposed project site is located within an undeveloped parcel owned by the Union Pacific Railroad Company zoned as A-2 (General Agriculture) and within its railroad right-of-way. The proposed project site is relatively flat, located at the southeast intersection of East Keystone Road and State Highway 115 in an unincorporated portion of the County of Imperial approximately 7 miles southeast from the City of Brawley and approximately 6.5 miles northwest from the City of Holtville.
- D. **Analysis:** The proposed project is for the installation of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area and remote, unmanned equipment. The proposed height of the tower does not conform to the maximum height limit of the project's site A-2 zone requirements, which allows a communications tower up to 120 feet in height. For this reason, the project was reviewed by the Airport Land Use Commission on July 19, 2023, and was found to be consistent with the 1996 Airport Land Use Compatibility Plan. Initial Study #23-0011 will analyze any impacts related with the proposed project.
- E. **General Plan Consistency:** Per the Imperial County General Plan, the land use designation for this project is "Agriculture." Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section 90508.02(s)), it is determined that it is in conflict with Division 24, Section 92401.00 – Purpose, "... This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit #16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available. No changes to the General Plan were proposed.

Exhibit "A"
Vicinity Map

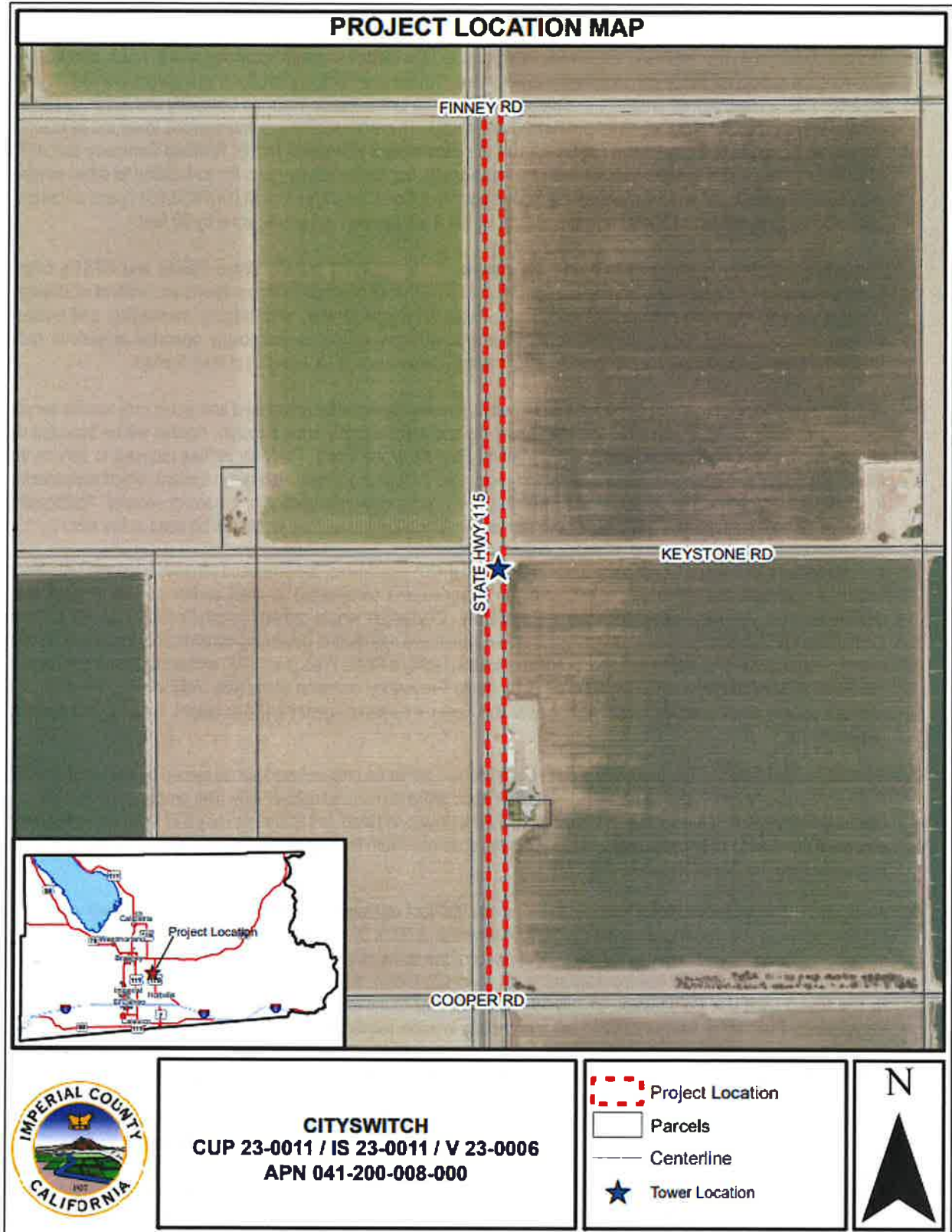
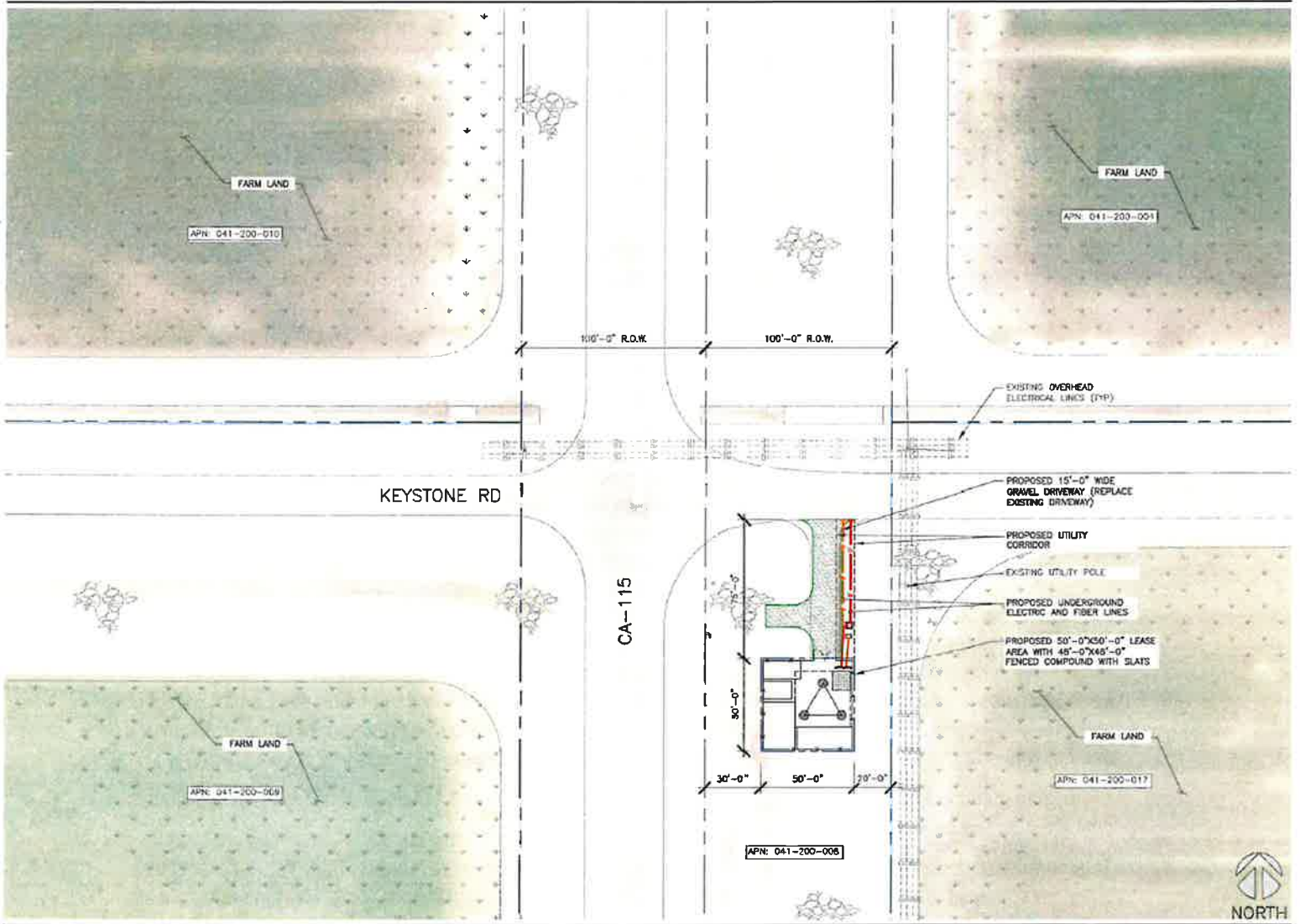


Exhibit "B" Site Plan



EVALUATION OF ENVIRONMENTAL IMPACTS:

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

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

I. **AESTHETICS**

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

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

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

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

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

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

II. **AGRICULTURE AND FOREST RESOURCES**

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

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

a) **The proposed project is for the construction of a self-supported lattice telecommunications tower with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the proposed project site is listed as "Farmland of Statewide Importance" per the California Important Farmland Finder: Imperial County 2018³, the proposed project will not convert any type of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impacts are expected.**

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

iii. AIR QUALITY

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

<p>a) Conflict with or obstruct implementation of the applicable air quality plan?</p> <p>a) The proposed project is for the construction of a self-supported lattice telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way, and is not expected to conflict with or obstruct implementation of the applicable air quality plan. Per Imperial County Air Pollution Control District's comment letter dated June 14, 2023, the project must comply with all Air District rules and regulations and would emphasize Regulation VIII. Regulation VIII is a collection of rules designed to limit emissions of fugitive dust to 20% opacity. If the project includes a generator, it may be subject to permitting requirements, generally generators greater than 50-bhp require permits. Additionally, per comment email received from the Imperial County Division of Environmental Health dated May 30, 2023, if the applicant intends to have generator(s) or storage equipment storing 1,320 gallons of petroleum-based products, applicant should contact EHS. If not, the Division of Environmental Health does not have any comments at this time. Adherence and compliance to ACPD's and EHS' rules and regulations will bring any impacts to less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?</p> <p>b) As previously stated under item (III)(a) above, the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment shall comply with the rules and regulations of the Imperial County Air Pollution Control District and Department of Environmental Health, therefore, it is not expected that the proposed project would</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

substantially contribute to an existing or projected air quality violation. Therefore, any impacts are expected to be less than significant.

- c) Expose sensitive receptors to substantial pollutants concentrations?

c) The proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment is not expected to expose sensitive receptors to substantial pollutants concentrations. However, during the construction phase any earth-moving activities and diesel exhaust and volatile organic compound (VOC) emissions which are typically related to construction trucks and machinery are the pollutants that could possibly affect the nearest sensitive receptors and exposure would be temporary and would be lessened by adhering to Air Pollution Control District's and Division of Environmental Health rules and regulations. Compliance with APCD's requirements would bring any impacts to less than significant.

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

d) The proposed project does not anticipate creating objectionable odors that would adversely affect a substantial number of people. Although some pollutants may be emitted during construction activities and as previously stated on item (III)(a) above, compliance with APCD's Regulation VIII, EHS' requirements, and adherence to the California Building Code would bring any impacts to less than significant.

IV. **BIOLOGICAL RESOURCES** *Would the project:*

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

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

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

b) As previously stated on section (IV)(a), the proposed project site is not located within a sensitive or riparian habitat, or on other sensitive natural community area as depicted on Figure 3-"Agency-Designated Habitats Map^{6c}" from the Imperial County General Plan's Conservation and Open Space Element⁵. Additionally, the proposed project site is within an undeveloped parcel owned by the Union Pacific Railroad Company; therefore, it does not appear to have a substantial effect in local regional plans, policies, and regulations with respect to sensitive natural communities or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Any impacts are expected to be less than significant.

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

c) According to the National Wetlands Inventory: Surface Waters and Wetlands Map⁹, National Water Information System:

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<p>Mapper¹⁰, and California Sustainable Groundwater Management Act (SGMA) Data Viewer¹¹, the proposed project is not located within a riparian habitat and which will not cause a substantial adverse effect on federal protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Any impacts are expected to be less than significant.</p>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>d) The proposed project site is located on a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way zoned as A-2 (General Agriculture) with an area of approximately ±12.10 acres adjacent to other parcels with same zone with existing agricultural uses. As previously stated on item (IV)(b) above, the project site is not located within a Sensitive Habitat; therefore, it would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Any impacts are expected to be less than significant.</p>				
e) Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p>e) The proposed project does not conflict with any local policy or ordinance protecting biological resources, such as tree preservation policies or ordinances. No impacts are expected.</p>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>f) The proposed project site is not located within a designated sensitive area according to the Imperial County General Plan's Conservation and Open Space Element⁸, therefore, it would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Any impacts are expected to be less than significant.</p>				

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

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

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

than significant.

VI. **ENERGY** *Would the project:*

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?
- a) The proposed telecommunications tower facility is not proposing any changes in the existing surrounding uses, currently agricultural and residential, therefore, it will not result in potentially significant environmental impacts due to wasteful, insufficient, or unnecessary consumption of energy resources, during the project construction or operation. Additionally, the proposed project site is located within a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Should any new developments occur, said developments would require compliance with the latest edition of the California Building Code and ministerial building permits with the Imperial County Planning and Development Services Department. Furthermore, per comment letter received from the Imperial Irrigation District¹³ dated August 2, 2023, if the proposed communication tower requires electrical services, the applicant should contact IID. Any impacts are expected to be less than significant.**
- b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?
- b) As previously stated on item (VI)(a) above, the proposed project is for a telecommunications tower facility which does not propose any changes in the existing use of the subject parcel. New future developments would require compliance with the latest energy efficiency and renewable energy standards and regulations. Therefore, the proposed project will not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Any impacts are expected to be less than significant.**

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

- a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving:
- a) The proposed telecommunications tower facility does not appear to conflict with the geology and soils of the subject parcel on which is to be situated. Construction and erection of the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment will be subjected to comply with the latest edition of the California Building Code¹⁴ as well as to go through a ministerial building permit review. Therefore, the proposed project would not directly or indirectly cause a potential substantial adverse effects, including risk of loss, injury, or death involving. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.**
- 1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?
- 1) According to the most recent Alquist-Priolo Earthquake Fault Zoning Map¹⁵, California Department of Conservation: Fail Activity Map¹⁶, United States Geological Survey's Quaternary Faults Map¹⁷, Imperial County General Plan Seismic and Public Safety Element¹⁸, Figure 1-"Seismic Activity in Imperial County Map^{18a}" and Figure 7-"Seismic Hazards Map^{18e}" the proposed project site is not located within known fault zone. Although the Brawley Seismic Zone is located approximately six (6) miles west of the proposed project site, Imperial County is classified as Seismic Zone D per Section 1613 et. seq. of the California Building Code¹⁴, which requires that any developments within this zone to incorporate the most stringent earthquake resistant measures. The proposed telecommunications tower project would be subject to the latest edition of the California Building Code as well as going through a ministerial building permit review. Adherence and compliance with these standards and regulations would bring any impacts to less than significant levels.**
- 2) Strong Seismic ground shaking?
- 2) As previously stated on item (VII)(a)(1) above, the proposed project is located approximately six (6) miles away west of the Brawley Seismic Zone indicating seismic ground shaking could be expected. Adherence to the latest edition of the California Building Code and as well as to go through a ministerial building permit review would bring any impacts to less than significant levels.**
- 3) Seismic-related ground failure, including liquefaction and seiche/tsunami?

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
3) The proposed project site is not located in a seiche/tsunami area per the California Tsunami Data Maps ¹⁹ . No impacts are expected.				
4) Landslides? 4) According to Imperial County General Plan's Seismic and Public Safety Element ¹⁸ , "Landslide Activity Map ^{18b} "-Figure 2, the proposed project site is not located within the immediate vicinity of a landslide activity area. The topography within the proposed project site is generally flat. However, the construction and erection of the proposed telecommunications facility would be subject to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Therefore, less than significant impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil? b) According to Imperial County General Plan's Seismic and Public Safety Element ¹⁸ , "Erosion Activity Map ^{18c} "-Figure 3, the proposed project is not located within the immediate vicinity of a substantial soil erosion area. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable or that would become unstable as a result of the project, and potentially result in on- or off-site landslides, lateral spreading, subsidence, liquefaction or collapse? c) As previously stated on sections (VII)(a)(1)-(VII)(a)(4) and (VII)(b) above, the proposed project site is not located on a geological unit that would become unstable or collapse as a result of the proposed telecommunications facility project. Any construction would be subjected to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in the latest Uniform Building Code, creating substantial direct or indirect risk to life or property? d) According to the U.S. Department of Agriculture, Natural Resources Conservation Service "Soil Maps, ²⁰ " the proposed project site is located on an area containing Imperial-Glenbar, and silty clays loams. However, as previously stated on section (VII)(c), the proposed project design and subsequent construction will require adherence and compliance to the latest edition of the California Building Code standards and regulations, as well as going through a ministerial building permit review which would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water? e) The proposed project is for the construction and erection of a telecommunications tower which does not propose any septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water. Additionally, should any septic systems be proposed in the near future, the applicant should adhere and comply with the Imperial County Public Health Department, Division of Environmental Health standards and regulations. No impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? f) The proposed project is to be located within a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and does not appear to directly or indirectly destroy a unique paleontological resource or site of unique geologic feature on site as there are no known unique resources or features on site or records of. Additionally, in the event of any paleontological findings on site during construction, if excavation or drilling activities greater than 10 feet in depth below ground surface, all work shall be stopped, and the Imperial Valley College Desert Museum shall be contacted to have a qualified specialist inspect and monitor the site. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

VIII. **GREENHOUSE GAS EMISSION** *Would the project:*

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

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

may have a significant impact on the environment. Additionally, as previously stated on item (III)(a) above, during the construction phase any earth-moving activities and diesel exhaust and volatile organic compound (VOC) emissions which are typically related to construction trucks and machinery are the pollutants that could possibly affect the nearest sensitive receptors and exposure would be temporary and would be lessened by adhering to Air Pollution Control District's and Division of Environmental Health rules and regulations. Adherence and compliance to APCD's and EHS' rules, regulations, and requirements would bring any impacts to less than significant.

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

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

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

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

a) The proposed project is not expected to create a significant hazard to the public or the environment as it does not involve the handling of any hazardous materials. Per comment email received from the Imperial County Division of Environmental Health⁷ dated May 30, 2023, if the applicant intends to have generator(s) or storage equipment storing 1,320 gallons of petroleum-based products, applicant should contact EHS. If not, the Division of Environmental Health does not have any comments at this time. Adherence to EHS' requirements should bring any impacts to less than significant.

- b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

b) As previously stated on section (IX)(a) above, the proposed project is not expected to create a significant hazard to the public nor environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment as no hazardous materials are anticipated as part of the project. Additionally, adherence to EHS' requirements should bring any impacts to less than significant.

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

c) The proposed project does not anticipate the emitting of hazardous emissions or the handling of hazardous or acutely hazardous materials, substance, or waste as previously stated on items (IX)(a) and (IX)(b) above. Additionally, the project site is not located within a ¼ mile of any schools. The nearest school in the vicinity is the Holtville High School, which is located approximately 7 miles southeast of the proposed project site; therefore, it would not represent a risk to educational facilities. No impacts are expected.

- d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

d) The proposed project is not located on a site included on a list of hazardous materials sites according to California Department of Toxic Substances Control EnviroStor²¹. Additionally, per Imperial County General Plan's Seismic and Public Safety Element¹⁸, "Hazardous Material Sites Map^{18d}".-Figure 5, the proposed project site is not located within an identified hazardous materials site; therefore, no impacts are expected.

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

e) The proposed project is not located within an airport land use plan per Imperial County Airport Land Use Compatibility Maps²². Additionally, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon

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

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.

- | | | | | |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

f) The proposed project would not interfere with an adopted emergency response plan or emergency evacuation plan. The applicant would meet any requirements requested by the IC Fire/OES Department. Less than significant impacts are expected.

- | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

g) According to Cal Fire "Fire Hazard Severity Zones Viewer,"²³ the proposed project site is not located within a fire hazard severity zone and designated as Local Responsibility Area (LRA), therefore, the proposed project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildfires. Future facility expansions may be subjected to the inclusion of fire sprinklers and have either a private water or public source as pressurized hydrants for fire suppression. Compliance with Imperial County Fire Department (ICFD) standards would bring any impacts to less than significant.

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

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

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment and would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Any impacts are expected to be less than significant.

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

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

- | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

c) The proposed project does not anticipate a physical alteration to the site that would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces. Additionally, per comment letter received from the Imperial Irrigation District¹³ dated August 2, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Furthermore, any proposed grading will require drainage review and approval from the Imperial County Public Works Department. Adherence to IID and ICDPW requirements would bring any impacts to less than significant.

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

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

- | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| (ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

(ii) The proposed communications tower project is not expected to substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or offsite. Any proposed grading will require drainage reviews and approval with the Imperial County Department of Public Works. Additionally, as previously stated on section (X)(c)(i) above, per comment letter received from the Imperial Irrigation District¹³ dated August 2, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm-water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID. Compliance with Imperial County Department of Public Works and Imperial Irrigation District requirements would bring any impacts to less than significant.

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

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

(iv) impede or redirect flood flows?

(iv) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment and is not expected to impede or redirect flood flows. According to the Federal Emergency Management Agency (FEMA) Flood Map Service Center²⁴, Flood Insurance Rate Map, the proposed project site is located within "Zone X" of flood map 06025C1400C, effective September 26, 2008. Additionally, a reviewed and approved grading/drainage letter is to be required by the Imperial County Department of Public Works. Therefore, compliance with ICDPW's standards would bring any impacts to less than significant.

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

d) The proposed self-supported lattice telecommunications tower facility with associated remote and unmanned equipment project is not located within the proximity of a flood hazard, tsunami, or seiche zones; therefore, impacts related to risk release of pollutants due to project inundation are considered to be low. Additionally, as previously stated on item (X)(c)(iv) above, the proposed project site is located within "Zone X" of flood map 06025C1400C. Compliance with ICDPW's standards would contribute to lower any impacts to less than significant.

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

e) The proposed project is not expected to conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. As previously stated on item (X)(c) above, the proposed project would require a grading letter approved by the Imperial County Public Works Department and adherence to Imperial Irrigation District requirements. Any impacts are expected to be less than significant.

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

a) Physically divide an established community?

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment which would not physically divide an established community; therefore, it does not anticipate changing the existing land use designation and zoning established. No land use nor planning impacts are expected.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

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

b) The proposed project is consistent with the Imperial County General Plan and with the County's Land Use Ordinance (Title 9), Division 5, Section 90508.02(s), which states that, Communication Towers are permitted in the A-2 (General Agriculture) zone only with an approved Conditional Use Permit. Additionally, the proposed project is consistent with the County's Land Use Ordinance (Title 9), Division 24 – Communication Ordinance, Section 92401.00 et seq. Any impacts are expected to be less than significant.

XII. **MINERAL RESOURCES** *Would the project:*

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- a) **The proposed project does not anticipate the removal of mineral resources and it is not located within the boundaries or vicinity of an active mine per Imperial County General Plan's Conservation and Open Space Element⁸, "Existing Mineral Resources Map^{8F}"-Figure 8. No impacts are expected.**
- b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?
- b) **The proposed telecommunications tower will not result in the loss of availability of locally-important mineral resources recovery site delineated on a local general plan, specific plan or other land use plan. No impacts are expected.**

XIII. **NOISE** *Would the project result in:*

- a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- a) **The proposed project is for the construction and erection of a self-supported lattice telecommunications tower with associated remote and unmanned equipment. Temporary generation of noise would be expected during construction; however, such would not result in the generation of permanent noise beyond that which already occurs on the surrounding area. Such action would be subject to the Imperial County General Plan's Noise Element²⁵ which states that construction equipment operation shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and from 9 a.m. to 5 p.m. on Saturday. Additionally, construction noise from a single piece of equipment or combination, shall not exceed 75 dB Leq when averaged over an eight (8) hour period. Compliance with Imperial County General Plan's Noise Element would bring any impacts to less than significant.**
- b) Generation of excessive groundborne vibration or groundborne noise levels?
- b) **Ground vibration or groundborne noise may be expected during the telecommunications tower construction and erection; however, as previously stated on item (XIII)(a) above, any construction would be subject to Imperial County General Plan's Noise Element. Any impacts are expected to be less than significant.**
- c) For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?
- c) **As previously stated on item (IX)(e) above, proposed project is not located within an airport land use plan or private airstrip according to the Imperial County Airport Land Use Compatibility Maps²². The nearest airports in the vicinity are the Brawley Municipal Airport located approximately 7 miles northwest, the Holtville Airport located approximately 8 miles southeast, and the Imperial County Airport located approximately 9 miles southwest from the proposed project site; therefore, exposure to periodic noise emissions during aircraft takeoff and landing operations are not expected. Any impacts are expected to be less than significant.**

XIV. **POPULATION AND HOUSING** *Would the project:*

- a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
business) or indirectly (for example, through extension of roads or other infrastructure)? a) The proposed construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment would not induce a substantial unplanned population growth in an area, either directly or indirectly, as no changes to the designated agricultural use on the parcel are proposed. Therefore, any impacts are expected to be less than significant.				
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? b) The proposed project would not displace substantial numbers of people necessitating the construction or replacement housing elsewhere as no changes to the existing designated agricultural use on the parcel were proposed. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: a) The proposed telecommunications tower does not anticipate that such would result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios. Additionally, per comment letter received from the Imperial Irrigation District¹³ dated August 2, 2023, to ensure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. Any impacts would be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1) Fire Protection? 1) The proposed project is not expected to result in substantial impacts on fire protection. Any future developments may be subject to fire sprinklers and to have either a private or a public source of water for fire suppression purposes such as pressurized hydrants. Compliance with ICFD requirements would bring any impacts to less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Police Protection? 2) The proposed project is not expected to result in substantial impacts on police protection as after construction, the facility would be unmanned and remotely monitored. However, should any police protection be required, both the California Highway Patrol and Sheriff's Office North County Patrol have active policing and patrol operations in the area. Any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Schools? 3) The proposed self-supported lattice telecommunications tower facility with associated remote and unmanned equipment is not expected to have a substantial impact on schools. The closest schools within the vicinity of the proposed project site are Del Rio Academy School located approximately 7.5 miles in the city of Brawley and Holtville Middle School located approximately 8 miles in the city of Holtville. No impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Parks? 4) The proposed project is not expected to create a substantial impact on parks. No impacts are expected.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5) Other Public Facilities? 5) The proposed telecommunications tower is not expected to have a substantial impact on other public facilities; therefore, any impacts are expected to be less than significant.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XVI. RECREATION

a) Would the project increase the use of the existing neighborhood and regional parks or other recreational	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------------------------------------------------------------------------------	--------------------------	--------------------------	--------------------------	-------------------------------------

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

facilities such that substantial physical deterioration of the facility would occur or be accelerated?

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

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

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

XVII. TRANSPORTATION *Would the project:*

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

a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote equipment. After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. The proposed telecommunications tower is not expected to conflict with the Imperial County General Plan Circulation and Scenic Highway Element¹ and/or any applicable plan, ordinance or policy related to it. Traffic impacts during construction and subsequent operations of the telecommunications facility are expected to be below the acceptable threshold by the County. Less than significant impacts are expected.

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

b) Although the proposed project site is located less than one-half mile, approximately 100 feet from the intersection of East Keystone Road and State Route 115 (CA SR115), the proposed self-supported telecommunications tower does not appear to conflict or be inconsistent with the CEQA guidelines section 15064.3 (b). However, per comment letter received from the California Department of Transportation (Caltrans)²⁶ dated June 14, 2023, due to the proximity of the proposed project site to State Route 115 (CA SR-115), an encroachment permit will be required for any work within the Caltrans' Right-Of-Way prior to construction. Adherence with Caltrans recommendations would bring any impacts to less than significant.

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

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

- d) Result in inadequate emergency access?

d) The proposed project would not result in inadequate emergency access. Additionally, no change on existing land use nor zoning are proposed. Access to the proposed project site from East Keystone Road appears to be suitable for emergency response vehicles. Less than significant impacts are expected.

XVIII. TRIBAL CULTURAL RESOURCES

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

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

that is:

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

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

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

(i) According to the California Historic Resources²⁷ in Imperial County, the proposed project site is not listed or seem to be eligible under the Public Resources Code Section 21074 or 5020.1 (k); therefore, any impacts are expected to be less than significant.

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

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

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

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

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

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

a) The proposed self-supported lattice telecommunications tower with associated remote equipment does not require or would not result in the relocation or construction of a new expanded water, wastewater treatment or stormwater drainage, electric power, natural gas or telecommunications facilities, the construction of which could cause significant environmental effects. On August 2, 2023, ICPDS received a comment letter from the Imperial Irrigation District¹³ advising if the proposed communication tower would require electrical service, to contact them. Additionally, according to IID, to ensure that there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section. Moreover, any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape, and all water, sewer, storm water, or any other above ground or underground utilities, will require an encroachment agreement. Subsequently, the applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (irrigation, drainage, power, etc.). Furthermore, should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID maintenance permit is required before installation of a new crossing. Lastly, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Adherence to IID's recommendations and requirements would bring any impacts to less than significant.

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

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

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

c) Result in a determination by the wastewater treatment

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

	Potentially Significant Impact (PSI)	Less Than Significant with Mitigation Incorporated (LTSWMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<p>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?</p> <p>c) The proposed project does not anticipate any impacts to wastewater as it does not propose to generate any wastewaters; therefore, any impacts are expected to be less than significant.</p>				
<p>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?</p> <p>d) The proposed project does not anticipate an excess generation of solid waste. Less than significant impacts are expected.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?</p> <p>e) All proposed projects within the County shall contract with a licensed waste hauler for waste generated by the facility. Should any solid waste generation is to be proposed in a near future, the proposed telecommunications tower shall comply with federal, state, and local management and reduction statutes and regulations related to solid waste if any to be generated on a later time. Any impact are expected to be less than significant.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

XX. **WILDFIRE**

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

- | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <p>a) Substantially impair an adopted emergency response plan or emergency evacuation plan?</p> <p>a) As previously stated under item (IX)(f) – “Hazards and Hazardous Materials” above, the proposed telecommunications tower would not substantially impair an adopted emergency response plan or emergency evacuation plan. Additionally, according to Cal Fire “Fire Hazard Severity Zones Viewer,”²³ the proposed project site is not located within a fire hazard severity zone and designated as Local Responsibility Area (LRA); therefore, impacts impairing an adopted emergency response plan or emergency evacuation plan are expected to be less than significant.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>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?</p> <p>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.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?</p> <p>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.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <p>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?</p> <p>d) As previously stated on item (VII)(a)(4) above, per Imperial County General Plan’s Seismic and Public Safety Element¹⁸, “Landslide Activity Map^{18b}”-Figure 2, the proposed project is not located within a landslide activity area. The topography within the proposed project site is generally flat. Development, proposed project design and subsequent construction will be subjected to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Adherence and compliance to the California Building Code standards and regulations would bring any impacts to less than significant levels.</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

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

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

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*

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

SECTION 3

III. MANDATORY FINDINGS OF SIGNIFICANCE

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

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

IV. PERSONS AND ORGANIZATIONS CONSULTED

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

A. COUNTY OF IMPERIAL

- Jim Minnick, Director of Planning & Development Services
- Michael Abraham, AICP, Assistant Director of Planning & Development Services
- Diana Robinson, Planning Division Manager
- Gerardo A. Quero, Project Planner
- Imperial County Air Pollution Control District
- Department of Public Works
- Fire Department
- Ag Commissioner
- Environmental Health Services
- Sheriff's Office
- County Executive Office

B. OTHER AGENCIES/ORGANIZATIONS

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

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

V. REFERENCES

1. Imperial County General Plan: Circulation and Scenic Highway Element
<https://www.icpds.com/assets/planning/circulation-scenic-highway-element-2008.pdf>
2. California State Scenic Highway System Map
<https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>
3. California Important Farmland Finder: Imperial County 2020
<https://maps.conservation.ca.gov/DLRP/CIFF/>
4. California Williamson Act Enrollment Finder
<https://maps.conservation.ca.gov/dlrp/WilliamsonAct/App/index.html>
5. Imperial County General Plan Land Use Map
<https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=078e1e32c6dc4223ba8c7d69d7c6c383>
6. Imperial County Air Pollution Control District comment letter dated June 14, 2023
7. Imperial County Division of Environmental Health comment letter dated May 30, 2023
8. Imperial County General Plan: Conservation and Open Space Element
<https://www.icpds.com/assets/planning/conservation-open-space-element-2016.pdf>
 - a) Figure 1: Sensitive Habitat Map
 - b) Figure 2: Sensitive Species Map
 - c) Figure 3: Agency-Designated Habitats Map
 - d) Figure 5: Areas of Heighten Historic Period Sensitivity Map
 - e) Figure 6: Known Areas of Native American Cultural Sensitivity Map
 - f) Figure 8: Existing Mineral Resources Map
9. National Wetlands Inventory Map: Surface Waters and Wetlands
<https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>
10. National Water Information System: Mapper
<https://maps.waterdata.usgs.gov/mapper/index.html>
11. California Sustainable Groundwater Management Act (SGMA) Data Viewer
<https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#currentconditions>
12. Quechan Indian Tribe comment email dated May 30, 2023
13. Imperial Irrigation District comment letter dated June 8, 2023
14. California Building Code 2022
15. California Geological Survey Hazard Program: Alquist-Priolo Fault Hazard Zones
<https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=32.538703%2C-110.920388%2C6.00>
16. California Department of Conservation: Fault Activity Map
<https://maps.conservation.ca.gov/cgs/fam/>
17. United States Geological Survey's Quaternary Faults Map
<https://usgs.maps.arcgis.com/apps/webappviewer/index.html?id=5a6038b3a1684561a9b0aadf88412fcf>
18. Imperial County General Plan: Seismic and Public Safety Element
<https://www.icpds.com/planning/land-use-documents/general-plan/seismic-and-public-safety>
 - a) Figure 1: Seismic Activity in Imperial County Map
 - b) Figure 2: Landslide Activity Map
 - c) Figure 3: Erosion Activity Map
 - d) Figure 5: Hazardous Materials Sites Map
 - e) Figure 7: Seismic Hazards Map
19. California Tsunami Data Maps
<https://www.conservation.ca.gov/cgs/tsunami/maps>
20. United States Department of Agriculture- Natural Resources Conservation Service: Soils Map
<https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx>
21. California Department of Toxic Substances Control: EnviroStor
<https://www.envirostor.dtsc.ca.gov/public/>

22. Imperial County Airport Land Use Compatibility Maps
<https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=46f7796b2dfb4a6db5311d7892f0b411>
23. Cal Fire: Fire Hazard Severity Zones (FHSZ) Viewer
<https://egis.fire.ca.gov/FHSZ/>
24. 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>
25. Imperial County General Plan: Noise Element
<https://www.icpds.com/assets/planning/noise-element-2015.pdf>
26. California Department of Transportation (Caltrans) comment letter dated June 14, 2023
27. California Historic Resources: Imperial County
<https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=13>
28. U.S. Fish and Wildlife: Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning publication dated March 1, 2021
<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.fws.gov/sites/default/files/documents/usfws-communication-tower-guidance.pdf>
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) #23-0011 / Variance #23-0006 / Initial Study #23-0011

Project Applicant: CitySwitch

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

Description of Project: The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers.

VII. FINDINGS

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

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

The Initial Study identifies potentially significant effects but:

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

A MITIGATED NEGATIVE DECLARATION will be prepared.

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

NOTICE

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

11-16-2023 for [Signature]
Date of Determination Jim Minnick, Director of Planning & Development Services

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

Allison Burke
Applicant Signature

11/20/2023
Date

SECTION 4

VIII. RESPONSE TO COMMENTS

(ATTACH DOCUMENTS, IF ANY, HERE)

IX. MITIGATION MONITORING & REPORTING PROGRAM (MMRP)

(ATTACH DOCUMENTS, IF ANY, HERE)

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

COMMENT LETTERS

EEC ORIGINAL PKG

PC ORIGINAL PKG

Melina Rizo

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

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Ms. Rizo,

Pertaining to CUP# 23-0011, if the applicant intends to have generator(s) or storage equipment storing 1,320-gallons of petroleum based product, please have the applicant contact our office. If not, Division of Environmental Health does not have any comments at this time.

Thank you,

Mario Salinas, MBA

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



RECEIVED
MAY 30 2023
IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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

From: Melina Rizo <melinarizo@co.imperial.ca.us>
Sent: May 26, 2023 2:59 PM
To: Alphonso Andrade <AlphonsoAndrade@co.imperial.ca.us>; Ana L Gomez <analomez@co.imperial.ca.us>; Andrew Loper <AndrewLoper@co.imperial.ca.us>; Belen Leon <BelenLeon@co.imperial.ca.us>; Donald Vargas <dvgargas@iid.com>; H. Jill McCormick <historicpreservation@quechantribe.com>; Jeff Lamoure <JeffLamoure@co.imperial.ca.us>; Jolene Dessert <JoleneDessert@co.imperial.ca.us>; Jordan D. Joaquin <tribalsecretary@quechantribe.com>; Jorge Perez <JorgePerez@co.imperial.ca.us>; Marcus Cuero <marcuscuero@campo-nsn.gov>; Margo Sanchez <MargoSanchez@co.imperial.ca.us>; Mario Salinas <MarioSalinas@co.imperial.ca.us>; Miguel Figueroa <miguelfigueroa@co.imperial.ca.us>; Monica Soucier <MonicaSoucier@co.imperial.ca.us>; Robert Benavidez <rbenavidez@icso.org>; Robert Malek

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

Good Afternoon,

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

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

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

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

Thank you,

Melina Rizo

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



Melina Rizo

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

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

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

*Thank you,
Jill McCormick, M.A.*

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



RECEIVED
MAY 30 2023
IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

From: Melina Rizo <melinarizo@co.imperial.ca.us>
Sent: Friday, May 26, 2023 2:59 PM
To: Alphonso Andrade <AlphonsoAndrade@co.imperial.ca.us>; Ana L Gomez <analgomez@co.imperial.ca.us>; Andrew Loper <AndrewLoper@co.imperial.ca.us>; Belen Leon <BelenLeon@co.imperial.ca.us>; Donald Vargas <dvargas@iid.com>; Jill McCormick <historicpreservation@quechantribe.com>; Jeff Lamoure <JeffLamoure@co.imperial.ca.us>; Jolene Dessert <JoleneDessert@co.imperial.ca.us>; Gabby Emerson <tribalsecretary@quechantribe.com>; Jorge Perez <JorgePerez@co.imperial.ca.us>; Marcus Cuero <marcuscuero@campo-nsn.gov>; Margo Sanchez <MargoSanchez@co.imperial.ca.us>; Mario Salinas <MarioSalinas@co.imperial.ca.us>; Miguel Figueroa <miguelfigueroa@co.imperial.ca.us>; Monica Soucier <MonicaSoucier@co.imperial.ca.us>; Robert Benavidez <rbenavidez@icso.org>; Robert Malek <RobertMalek@co.imperial.ca.us>; Rosa Lopez <RosaLopez@co.imperial.ca.us>; Ryan Kelley <RyanKelley@co.imperial.ca.us>; Ryan Kelley <rkelly@isco.org>; Sandra Mendivil <SandraMendivil@co.imperial.ca.us>; Vanessa Ramirez <VanessaRamirez@co.imperial.ca.us>; Jesus Ramirez <JesusRamirez@co.imperial.ca.us>; Jenell Guerrero <JenellGuerrero@co.imperial.ca.us>; John Hawk <johnhawk@co.imperial.ca.us>; Rachel Garewal <RachelGarewal@co.imperial.ca.us>; Salvador Flores <SalvadorFlores@co.imperial.ca.us>; Mark Schmidt

COUNTY EXECUTIVE OFFICE

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



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

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

The County of Imperial Executive Office is commenting on City Switch - CUP 23-0011 project. The Executive Office would like to inform the developer of conditions and responsibilities should the applicant seek a Conditional Use Permit (CUP). The conditions commence prior to the approval of an initial grading permit and subsequently continue throughout the permitting process. This includes, but not limited to:

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

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

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

EEC ORIGINAL PKG

PC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

RECEIVED

JUN 12 2023

MAY 26, 2023
REQUEST FOR REVIEW
AND COMMENTS

Jim Minnick
DIRECTOR

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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

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

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

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

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

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

Applicants: Cityswitch

Comments due by: June 15th 2023 at 5:00PM

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

No comments

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

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

L:\M\181\AllUsers\APN0411200008\CUP23-0011_IS23-0011_V23-0006\CUP23-0011_V23-0006_IS23-0011 Request for Comments 05.26.23.docx



EEC ORIGINAL PKG

PC ORIGINAL PKG

California Department of Transportation

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



RECEIVED

June 14, 2023

JUN 14 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

11-IMP-115

PM 17.102

CUP23-0011/V23-0006/IS23-0011

CUP #23-0011

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

Dear Mr. Valenzuela:

Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Conditional Use Permit for the CUP23-0011/V230006/IS23-0011 located near State Route 115 (SR-115). The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities.

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

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

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

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

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

Caltrans has the following comments:

Traffic Engineering and Analysis

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

Hydrology and Drainage Studies

- Along the western edge of the project site there is an earthen drainage swale. How will this drainage swale be maintained?
- Will the western drainage swale cause conflict with the project site?
- Please provide hydraulics studies, drainage, and grading plans to Caltrans for review.
- Provide a pre and post-development hydraulics and hydrology study. Show drainage configurations and patterns.
- Provide drainage plans and details. Include detention basin details of inlets/outlet.
- Provide a contour grading plan with legible callouts and minimal building data. Show drainage patterns.
- On all plans, show Caltrans' R/W.
- Early coordination with Caltrans is recommended.
- Caltrans generally does not allow development projects to impact hydraulics within the State's R/W. Any modification to the existing Caltrans drainage and/or increase in runoff to State facilities will not be allowed.

Environmental

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

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

appreciate meeting with you to discuss the elements of the EIR that Caltrans will use for our subsequent environmental compliance.

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

We recommend that this project specifically identifies and assesses potential impacts caused by the project or impacts from mitigation efforts that occur within Caltrans' R/W that includes impacts to the natural environment, infrastructure including but not limited to highways, roadways, structures, intelligent transportation systems elements, on-ramps and off-ramps, and appurtenant features including but not limited to fencing, lighting, signage, drainage, guardrail, slopes and landscaping. Caltrans is interested in any additional mitigation measures identified for the project's draft Environmental Document.

Broadband

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

Mitigation

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

Right-of-Way

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

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

CitySwitch shall prepare and submit to Caltrans closure plans as part of the encroachment permit application. The plans shall require that closure or partial closure of SR-115 be limited to times as to create the least possible inconvenience to the traveling public and that signage be posted prior to the closure to alert drivers of the closure in accordance with Caltrans requirements. Traffic shall not be unreasonably delayed. The plan shall also outline suggested detours to use during the closures, traffic, including routes and signage.

The Highway Closure Plan, as part of the encroachment permit, should be submitted to Caltrans at least 30 days prior to initiating installation of the crossings. No work shall begin in Caltrans' R/W until an encroachment permit is approved.

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

Please see the following chapters in the Caltrans' manuals:

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

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

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

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

Sincerely,

Kimberly Dodson for

MAURICE A. EATON
Branch Chief
Local Development Review

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

180 SOUTH NINTH STREET
EL CENTRO, CA 92243-2880

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



AIR POLLUTION CONTROL DISTRICT

June 14, 2023

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

RECEIVED
JUN 15 2023
IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

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

Dear Mr. Minnick,

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

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

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

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

Respectfully,


Ismael Garcia
Environmental Coordinator

Reviewed by,


Monica N. Soucier
APC Division Manager



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



RECEIVED

JUN 15 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

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

RE: Comments on Project ID CUP # 23-0011/V23-0006/IS23-0011

Dear Mr. Valenzuela:

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

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

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

Future IVECA or Imperial County communication needs could necessitate tower space on the proposed tower and other related on-site infrastructure. The project's location is quite desirable for communication system enhancements. We therefore are respectfully requesting a Local/Public Benefit Agreement with CUP # 23-0011/V23-0006/IS23-0011. We are hopeful for language favorable to IVECA for future communication system additions in perpetuity in said CUP. This would include, but not limited to, multiple antenna spaces, guaranteed antenna heights, and shelter space all at no cost to Imperial County or IVECA. It is obvious that the best interest of Imperial County first responders, and the public at large, are best served with the inclusion of a Local/Public Benefit Agreement.

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

Sincerely,

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

Laryssa Alvarado

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

Good afternoon,

ICDPW has no comments for CUP 23-0011.

Thanks,

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



RECEIVED
JUL 25 2023
IMPERIAL COUNTY
PLANNING DEVELOPMENT SERVICES

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

Good morning,

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

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

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



IID

A century of service.

www.iid.com

Since 1911

August 2, 2023

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

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

Dear Mr. Valenzuela:

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

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

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

EEC ORIGINAL PKG

5. To insure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. IID WDES Section can be contacted at (760) 339-9265 for additional information.
6. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/department-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements. No foundations or buildings will be allowed within IID's right of way.
7. The applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (Irrigation, Drainage, Power, etc.) needs.
8. Should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the applicant's expense.
9. An IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains, and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
10. In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of ways to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
11. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, environmental impact analysis and mitigation. Failure

EEC ORIGINAL PKG

PC ORIGINAL PKG

Luis Valenzuela
August 2, 2023
Page 3

to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully analyzed. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

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

Respectfully,



Donald Vargas
Compliance Administrator II

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

Gerardo Quero

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

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

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

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



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

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

Good morning,

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

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

APPLICATION

EEC ORIGINAL PKG

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

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

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

11. DESCRIBE CURRENT USE OF PROPERTY Vacant field

12. DESCRIBE PROPOSED SEWER SYSTEM N/a

13. DESCRIBE PROPOSED WATER SYSTEM N/a

14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM N/a

15. IS PROPOSED USE A BUSINESS? Yes No

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

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

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

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN _____

B. FEE _____

C. OTHER _____

D. OTHER _____

APPLICATION RECEIVED BY: _____ DATE _____

APPLICATION DEEMED COMPLETE BY: _____ DATE _____

APPLICATION REJECTED BY: _____ DATE _____

TENTATIVE HEARING BY: _____ DATE _____

FINAL ACTION: APPROVED DENIED

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

CUP #
23-001

EEC ORIGINAL PKG

PC ORIGINAL PKG

SITE PLAN REQUIREMENTS

PLAN MUST:

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

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

VARIANCE

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 041-200-008	ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
8. LEGAL DESCRIPTION See attached lease agreement		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'.		
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :		
10. DESCRIBE THE ADJACENT PROPERTY East: vacant parcel West: vacant parcel North: vacant parcel South: vacant parcel		

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

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

REQUIRED SUPPORT DOCUMENTS

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

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

V#
13-0000

EEC ORIGINAL PKG

PC ORIGINAL PKG

SITE PLAN REQUIREMENTS

PLAN MUST:

- a. be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted).
- b. show name of owner, legal description and Assessor's Parcel Number.
- c. show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. show adjacent property uses and approximate distances to nearest structures.
- f. indicate name of person preparing site plan.
- g. show North orientation.
- h. show sufficient dimensions and information for proper evaluation to be done.

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

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

EEC ORIGINAL PKG

PC ORIGINAL PKG



RECEIVED

Sherman & Howard LLP

APR 12 2009

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES



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

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

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

56616415.4

EEC ORIGINAL PKG

PC ORIGINAL PKG

Table of Contents

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

Letter of Application

April 3, 2023

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

RECEIVED

APR 12 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

RE: Proposed CitySwitch Communications Facility -- Brawley CAC009
AT&T Site - 10148059
Near East Keystone Road
APN 041-200-008
Brawley, CA 92227

Dear Mr. Minnick:

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

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-0" lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

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

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

Sincerely,

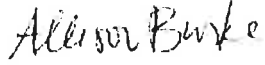
56616415.4

EEC ORIGINAL PKG

PC ORIGINAL PKG



Michael Bieniek, AICP
Zoning Director



Allison R. Burke
Associate

Application Materials

56616415.4

PC ORIGINAL PKG

EEC ORIGINAL PKG

Site Data Sheet

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

Authorized Agent: Michael Bieniek, AICP
LCC Telecom Services
10700 Higgins Road
Suite 240
Rosemont, IL 60018

Allison R. Burke
Sherman & Howard, LLC
675 Fifteenth Street
Suite 2300
Denver, CO 80202

Tower Owner: CitySwitch
1900 Century Place NE
Suite 320
Atlanta, GA 30345

Applicant's Interest in the Property: Leasehold

Property Owner: Union Pacific Railroad
1400 Douglas Street
Omaha, NE 68179

Address of Property: Near East Keystone Road
Brawley, CA 92227

Parcel Number: APN: 041-200-008

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

Right-of-Way Title

56616415.4

EEC ORIGINAL PKG

PC ORIGINAL PKG



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

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

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Brawley, CA 92227

Parcel: 056-470-002

County: Imperial

REPORT POWERED BY LAND-IT™

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

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

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : April 07, 2022
2. **SCOPE OF SEARCH:** Beginning **January 01, 1908** and extending through **February 28, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.

3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

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

Southern Pacific Company

5. **SOURCE OF TITLE :**

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

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

For reference only, [Instrument No: SBE Map](#), attached has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3 1871" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

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

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

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

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

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

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

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

REPORT OF TITLE
SCHEDULE - III

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

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

None found within period searched.

5. OTHER RECORDED DOCUMENTS

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

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

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

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

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

6. OTHER UNRECORDED DOCUMENTS

6.1 [Assessor's Map](#)

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

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

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

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

For reference only, [Instrument No: SBE Map](#) , attached has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3 1871" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

Property Detail Report

CA

APN: 056-470-002-000

Imperial County Data as of: 12/29/2021

Owner Information

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

Occupancy: Unknown

Location Information

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

Last Transfer / Conveyance - Current Owner

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

Last Market Sale

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

Prior Sale Information

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

Property Characteristics

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

Site Information

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

Tax Information

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

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

School information is copyrighted and provided by GreatSchools.org.

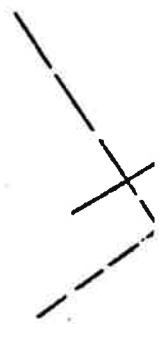
EEC ORIGINAL PKG

PC ORIGINAL PKG

SCHEDULE OF PROPERTY

No.	GRANTOR	GRANTEE	INSTRUMENT	DATE	RECORD	Custb. No.	AREA	
							SQ. FT.	ACRES
1	U.S. Government	Southern Pacific R.R. Co.	Act of Cong.	Mar. 3 1871			182,122	
2	State of California	"	A.B. Inc. Act R. Sec. 474 C. Code	May 20 1861			3,225	
3							5,999	No record a
4	U.S. Government	Southern Pacific R.R. Co.	Act of Cong.	Mar. 3-1875				See Note N
5	"	"	" " "	Mar 2-1899				See Note I
	U.S. Gov. (Dept. of the Int.)	Southern Pacific R.R. Co.	Schedule	May 19-1910		10442		Covers area above Part
Und. 3								See Remarks
Und. 4	S. P. R. R. Co.	U.S. Government	Relinquishment	Nov. 24, 1928		37725		32,645 ac. re
Und. 5						37363		See Note N

Note No. 1: Acquired for station grounds under section 8 of the Act of Congress of Mar. 3, 1871. See letter C.F.R. Ogilby to Guy.
 Note No. 2: The 32,645 ac. previously shown as Par. 4 has been eliminated acct. Relinquishment of land as per deed Audit 37725 below.
 Note No. 3: The 12,626 ac. previously shown in area column have been eliminated and shown hatched as per deed Audit 37363 below.
 Note No. 4: 166,565 ac. lost; 12,626 ac. acq'd. by Par. 5 this map; 153,939 ac. acq'd. by Par. 8, Map 18, letter Gup V. Shoup to G. W. Boschke d



SCHEDULE OF PROPERTY

INSTRUMENT	DATE	RECORD	Custb. No	AREA		REMARKS
				Sq. Ft.	ACRES	
0. Act of Cong.	Mar. 3 1871				182,129	
A.R. Inc Act	May 20 1861				3 025	
Sec. 474 C. Code						
1. Act of Cong.	Mar. 3-1875				5 042	No record at hand See Note No. 1
" "	Mar 2-1899					See Note No. 1 and No. 2
" "						See Note No. 3
2. Schedule	May 19-1910		10442			Covers award made by appraisers for above Parcel, and Grant of Right of Way.
Relinquishment	Nov. 24, 1928		37725			See Remarks for Par. 3.
			37363			32 645 ac. relinquished.
						See Note No. 4

Par. 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. Par. 4 has been eliminated acct. Relinquishment of land as per deed Audit 37725 below. area column have been eliminated and shown hatched as per deed Audit 37363 below. Par. 5 this map; 153,939 ac. acq'd. by Par. 8, Map 18, letter Guy V. Shoup to G. W. Boschke dated Apr. 26, 1928, A.F.E. 82854-5-14-29.

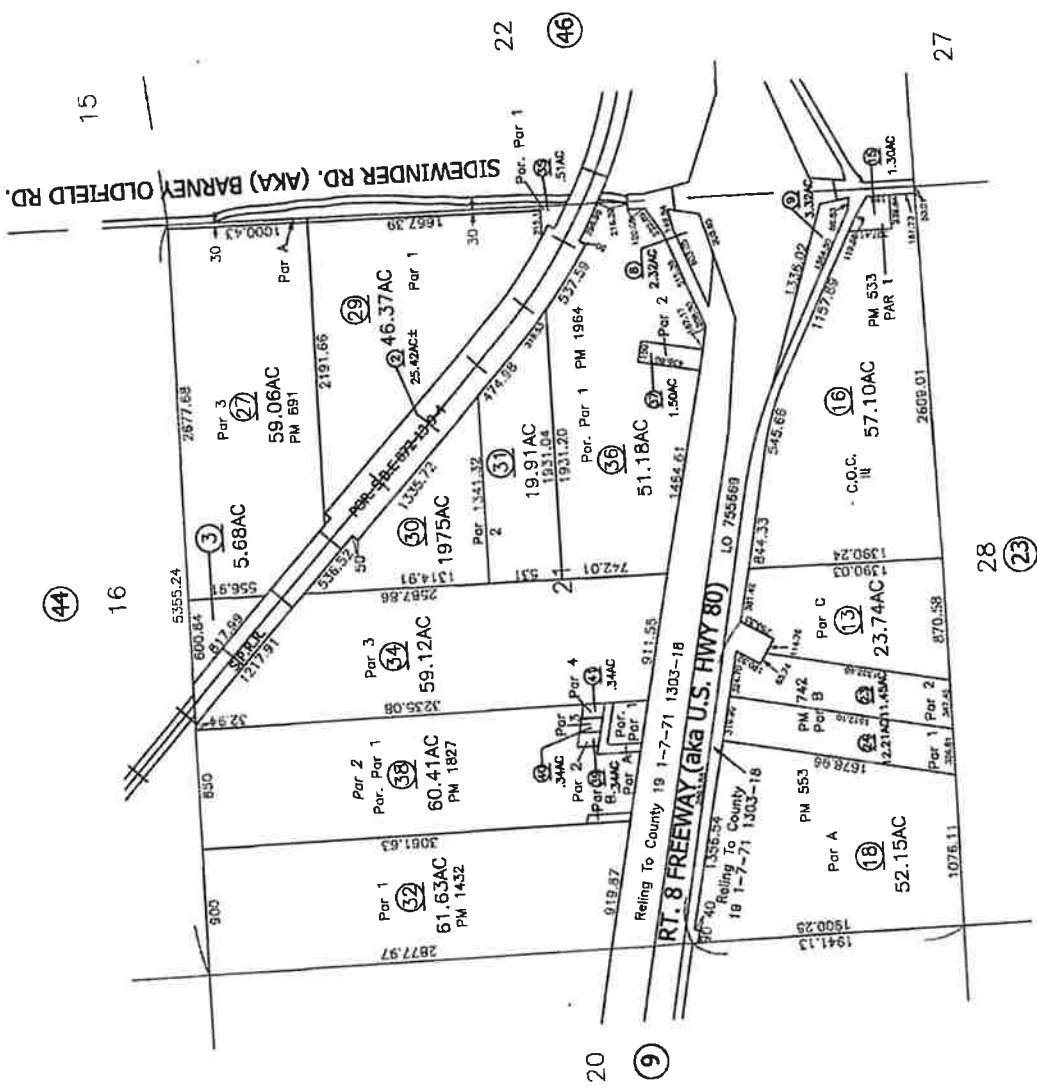
EEC ORIGINAL PKG

PC ORIGINAL PKG

56-47

Tax Area Code
94-002

SEC. 21 T165, R21E



DISCLAIMER:
THIS IS NOT AN OFFICIAL MAP.
THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
IT IS NOT TO BE USED FOR ANY OTHER PURPOSES.
THE ASSESSOR'S OFFICE DOES NOT ASSUME ANY
LIABILITY FOR ERRORS OR OMISSIONS IN THIS MAP AND
THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
OR THE ASSESSOR. (REV. & TAX CODE SEC.387)

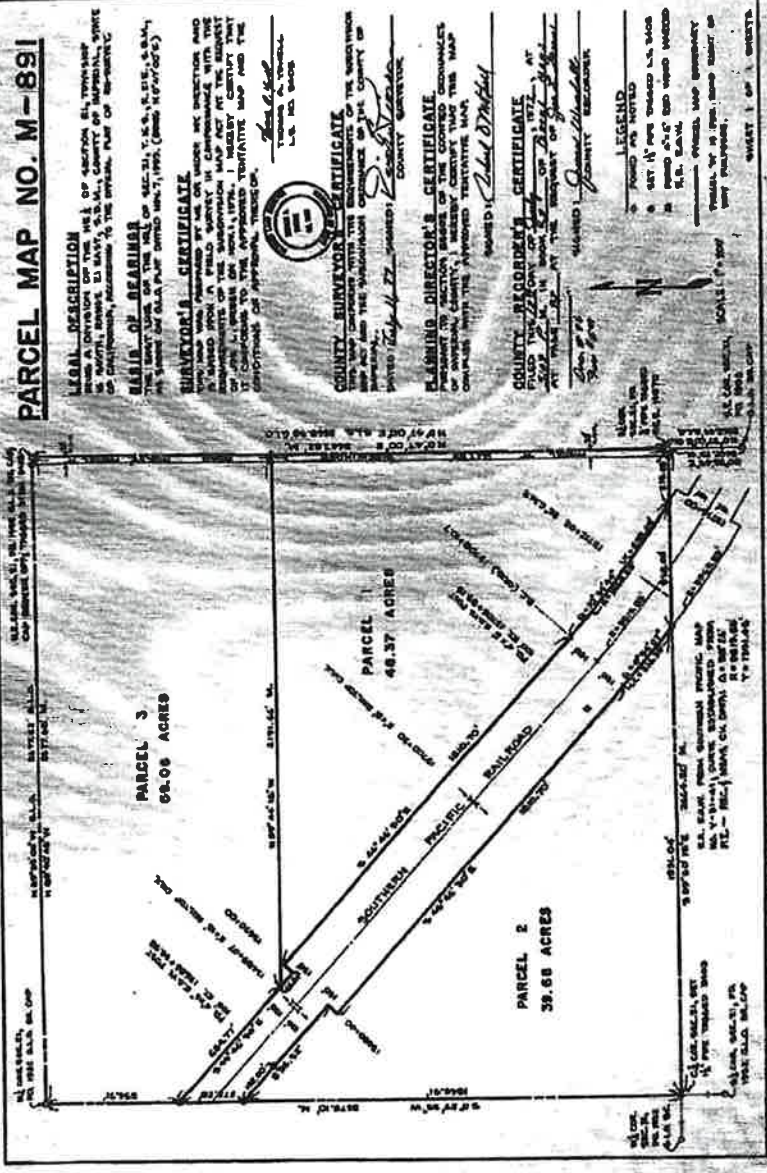
BLOW - UP
FROM 56-10
7-12-90 LS
2-2-10-93 LS 8-28-12 MF

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

PC ORIGINAL PKG

EEC ORIGINAL PKG

PARCEL MAP NO. M-891



LEGAL DESCRIPTION
 THIS PARCEL MAP WAS PREPARED BY THE DIRECTOR OF THE DIVISION OF LANDS AND MINES, STATE OF CALIFORNIA, UNDER THE AUTHORITY OF THE ACT OF MARCH 17, 1911 (PUBLIC LAW 115, 42 STAT. 1382), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554).

BASIS OF BEARINGS
 THE BEARINGS ON THIS PARCEL MAP WERE OBTAINED FROM THE TRIANGULAR SURVEY OF THE STATE OF CALIFORNIA, UNDER THE AUTHORITY OF THE ACT OF MARCH 17, 1911 (PUBLIC LAW 115, 42 STAT. 1382), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554), AND THE ACT OF MARCH 3, 1909 (PUBLIC LAW 108, 36 STAT. 554).

SURVEYOR'S CERTIFICATE
 I, Thomas A. Wheeler, Surveyor, do hereby certify that the above described parcels are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917, and that the same are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917, and that the same are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917.

COUNTY SURVEYOR'S CERTIFICATE
 I, Thomas A. Wheeler, County Surveyor, do hereby certify that the above described parcels are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917, and that the same are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917.

PLANNING DIRECTOR'S CERTIFICATE
 I, John D. [Signature], Planning Director, do hereby certify that the above described parcels are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917, and that the same are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917.

COUNTY RECORDER'S CERTIFICATE
 I, [Signature], County Recorder, do hereby certify that the above described parcels are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917, and that the same are the same as those shown on the parcel map of the County of San Diego, California, filed for record on the 17th day of July, 1917.

LEGEND
 1. PARCEL MAP NO. M-891
 2. PARCEL MAP NO. M-891
 3. PARCEL MAP NO. M-891
 4. PARCEL MAP NO. M-891

BOOK 1286 PAGE 821

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

47 JOHN V. KENNEDY
COURT

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

OFFICIAL
FILE COURT
#270

State of Delaware



Office of Secretary of State

J. Eugene Dunting, Secretary of State of the State of Delaware,
do hereby certify

that the Certificate of Agreement of Merger of the "SOUTHERN PACIFIC COMPANY", merging with and into the "SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of "SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and filed in this office the twenty-sixth day of November, A.D. 1969, at 8:35 o'clock A.M.

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

In Testimony Whereof, I have hereunto set my hand

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



Eugene Dunting

Secretary of State

R. H. Caldwell

Acting Secretary of State

EEC ORIGINAL PKG

PC ORIGINAL PKG

PM 8-31

PARCEL MAP No. M 1964

WARNING - UNLAWFUL ALTERATIONS
 Any alteration of this parcel map, including the addition, deletion, or modification of any information, without the approval of the State Engineer is unlawful and may constitute a crime under the laws of the State of Michigan.

STATE ENGINEER'S OFFICE
 1000 W. WASHINGTON AVE., LANSING, MICH. 48226
 TELEPHONE: 467-2000

PARCEL MAP No. M 1964
 PARCEL 1
 PARCEL 2

PARCEL 1
 1.000 A.C.
 1.000 A.C.

PARCEL 2
 1.000 A.C.
 1.000 A.C.

INTERSTATE

ACRES

Parcel 1	1.000
Parcel 2	1.000
TOTAL ACRES	2.000

SCALE
 1" = 100'

N

STATE ENGINEER'S OFFICE
 1000 W. WASHINGTON AVE., LANSING, MICH. 48226
 TELEPHONE: 467-2000

PARCEL 1
 1.000 A.C.
 1.000 A.C.

PARCEL 2
 1.000 A.C.
 1.000 A.C.

INTERSTATE

PARCEL 1
 1.000 A.C.
 1.000 A.C.

INTERSTATE

ACRES

Parcel 1	1.000
Parcel 2	1.000
TOTAL ACRES	2.000

SCALE
 1" = 100'

N

PC ORIGINAL PKG

ECC ORIGINAL PKG

Narrative Overview

CitySwitch seeks approval for a Conditional Use Permit ("CUP"), a Height Variance ("Variance") and any other permits or approvals necessary in order to install a communications facility on property located at APN# 041-200-008 Near East Keystone Road, Brawley, CA 92227. CitySwitch proposes to erect this tower and will be offering it as a shared facility to Union Pacific (with whom CitySwitch already has a commitment), AT&T Mobility, and any other communication carriers that have a need for a facility in this area. CitySwitch thus submits this Application (as that term is defined in Sections 92404.01 and 92405.01 of the Imperial County Land Use Code (the "Code")) seeking a CUP and Variance for the siting and construction of a new communication facility.

The proposed site is located in a A-2, General Agriculture zone. Pursuant to Sections 90519.02(d) of the Code, Communication Facilities are allowed in this district with CUP approval. The property consists of a railroad line in the desert, located at the southeast corner of the intersection of East Keystone and Highway 115.

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

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at APN# 041-200-008 Near East Keystone Road, Brawley, CA 92227 is within the geographic area deemed necessary by radio frequency engineers for the anchor wireless telecommunications providers to provide uninterrupted services.

In accordance with Sections 92404.01 92405.01 of the Code, CitySwitch is submitting this Application to install a new Communications Facility. The proposed new communications facility will consist of a 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-0" ground area.

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

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

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

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

standards of Sections 92404.01 and 92405.01 of the Code and satisfies the requirements of those sections.

56616415.4

EEC ORIGINAL PKG

PC ORIGINAL PKG

Compliance with Section 92404.01 – General Requirements for Communications Facilities

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

- A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

Telecommunications towers, along with related equipment are allowed with CUP approval in the A-2 General Agriculture zone pursuant to Section 9051902(d) of the ordinance.

- B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.

The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.

- C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.

If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.

- D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

Due to the diminutive size of the parcel and the tower's location in a vacant field, there will be little impact on the surrounding environment.

- E. Height. All communication facilities shall conform to the following height requirements:

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

The proposed self-support lattice tower is designed to be 200'-0" with a 10' lightning rod for a total height of 210'-0". The proposed height is the minimum functional height for Union Pacific and AT&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans

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

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

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

The proposed tower height is 200'-0" and a height variance has been requested as part of this application.

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

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

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

The proposed tower height is 200'-0" and a height variance has been applied for as part of this application.

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

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

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

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

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

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

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

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

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

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

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

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is above the 200' threshold requiring lighting per the FAA. Therefore, lighting will be required.

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

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

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

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

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

A 12' wide gravel access road is proposed to run parallel to the train tracks in the Union Pacific right-of-way. The access road will connect to East Keystone Road.

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

There is an existing tower owned by SBA Structures, LLC which is located approximately 0.18 miles north of the proposed tower site. AT&T is currently co-located on that tower, however, the lease rate has sharply increased over the term of the agreement and has caused an economic burden which is shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC As shown on the drawings the proposed tower is designed to potentially add five additional future carriers.

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

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

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

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

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

The proposed tower will be designed to collapse onto itself in the unlikely event of a failure. The surrounding area is desert, so even an unlikely failure will not have an impact.

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

See attached Coverage Plots.

- R. Aesthetics. Towers and antennas shall meet the following requirements:

- a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

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

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

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

- c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is

identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

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

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

The proposed tower is going to be 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

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

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

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

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

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

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

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

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

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

The proposed 200'-0" self-support lattice tower is not exempt under Section 92401. Therefore, a Conditional Use Permit and Variance for height are required.

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

AT&T Mobility is currently located on the existing SBA tower which is approximately 0.18 miles south of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

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

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

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

As stated above, the proposed facility is located in a vacant field. The proposed facility will not have a significant visual impact on the surrounding area.

- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.

- 5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is in a vacant field with no residential use in the area and will be designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

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

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

Conditional Use Permit Standards

90203.09 Action on a conditional use permit.

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

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

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

Legislative Mandate

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

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

County Population

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

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

Public Safety

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

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

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

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

In this case, a communications facility is an allowable use in the zone with conditional use approval. The site is located at the southwest corner of East Keystone and Highway 115 and will serve to ensure a robust wireless network for AT&T and Union Pacific in this area.

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;

Communications towers are an articulated conditional use in the A-2 (General Agriculture) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.

- D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;

The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.

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

Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public

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

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

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

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

No special privilege will be granted to CitySwitch, Union Pacific or AT&T by granting the Conditional Use Permit. AT&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.18 miles south of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

Variance Standards

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

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

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

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

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

The proposed variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity. The area is a mostly undeveloped area in the desert located as the southwest corner of the intersection of East Keystone and Highway 115. The location is far removed from any residential uses.

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

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

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

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

Legislative Mandate

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

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

County Population

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

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

Public Safety

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

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

B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.

C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

Alternatives Analysis

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

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

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

(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.

(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.

(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

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

The proposed location for the CitySwitch communications facility is in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south of the proposed facility, Imperial County has already deemed that a communications facility would be visually acceptable in this area. Additionally, CitySwitch has chosen to use a self-support lattice design for the tower which is the least obtrusive design for a 200' tower in this area.

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

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

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

56616415.4

EEC ORIGINAL PKG

PC 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)
) ss.
STATE OF ARKANSAS)

SPENCER GAMBRELL , being first duly sworn on oath, deposes and says that:

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

2. I manage AT&T’s high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T’s communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.

3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC** (“CitySwitch”) at **Near East Keystone Road, Brawley, California 92227, APN 041-200-008** (the “CitySwitch Tower”). I am also familiar with the existing communications tower **the “SBA Tower”** owned by **SBA Towers II, LLC (“SBA”)** which is located at 3574 Highway 115, Brawley, California 92227. Both the existing **SBA** Tower and the location of the proposed **CitySwitch** Tower are located in AT&T’s coverage search ring for this part of **Imperial County**.

4. AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the “Wireless Facilities”). AT&T has located its Wireless Facilities on the **SBA** Tower since **[6/27/2013]** but AT&T now desires to relocate its Wireless

**Brawley
CA 92227**

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

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

Co-Location on the SBA Tower is Economically Burdensome.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** Tower. AT&T anticipates future rent increases and costs from **SBA** if it remains co-located at the **SBA** Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the **SBA** Tower.

7. The current rent charged by **SBA** to co-locate on the **SBA** Tower is over **[Two]** times what **CitySwitch** will charge AT&T to co-locate on the **CitySwitch** Tower. Pursuant to the agreement between AT&T and **CitySwitch**, annual rent increases are less than the annual rent increases charged by **SBA**. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the **SBA** Tower versus relocating on the **CitySwitch** Tower is well over **[Three]** million dollars.

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

[REDACTED]
[REDACTED]

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

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

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

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

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

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

The CitySwitch Tower Provides Superior Mobile Service Functionality.

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

[REDACTED]

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

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

Spencer Gambrell



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


Notary Public State of Arkansas
My Commission Expires



Carrier Coverage Plots

56616415.4

PC ORIGINAL PKG

EEC ORIGINAL PKG

CAL03747

EEC ORIGINAL PKG

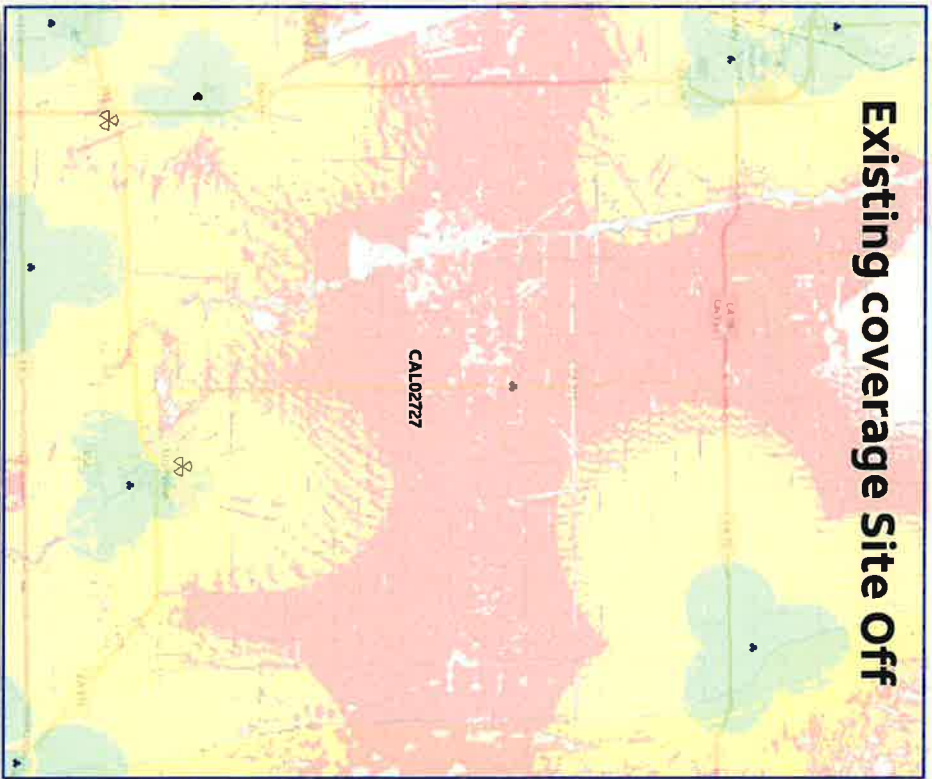
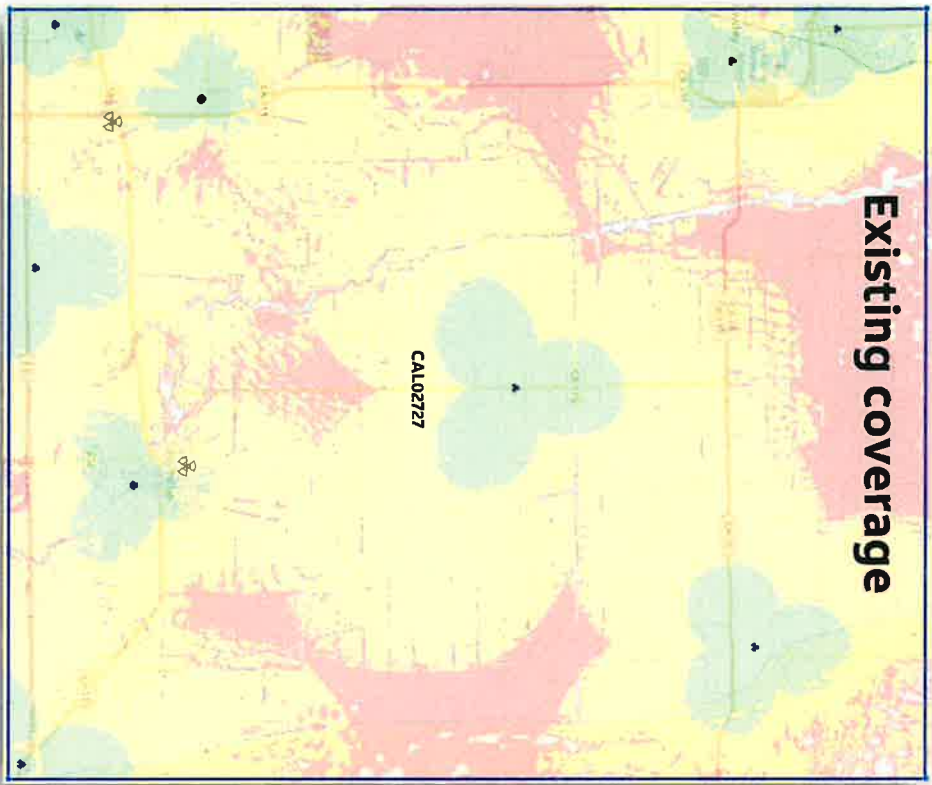
PC ORIGINAL PKG

Coverage Plots

© 2019 AT&T Intellectual Property. AT&T, Globe logo, and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.



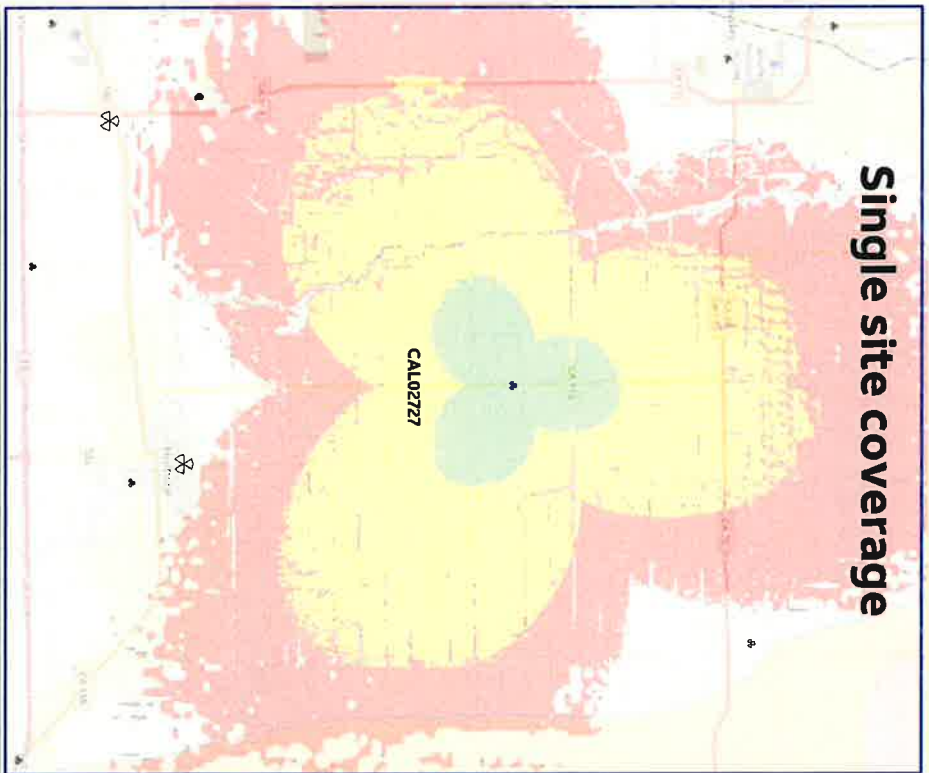
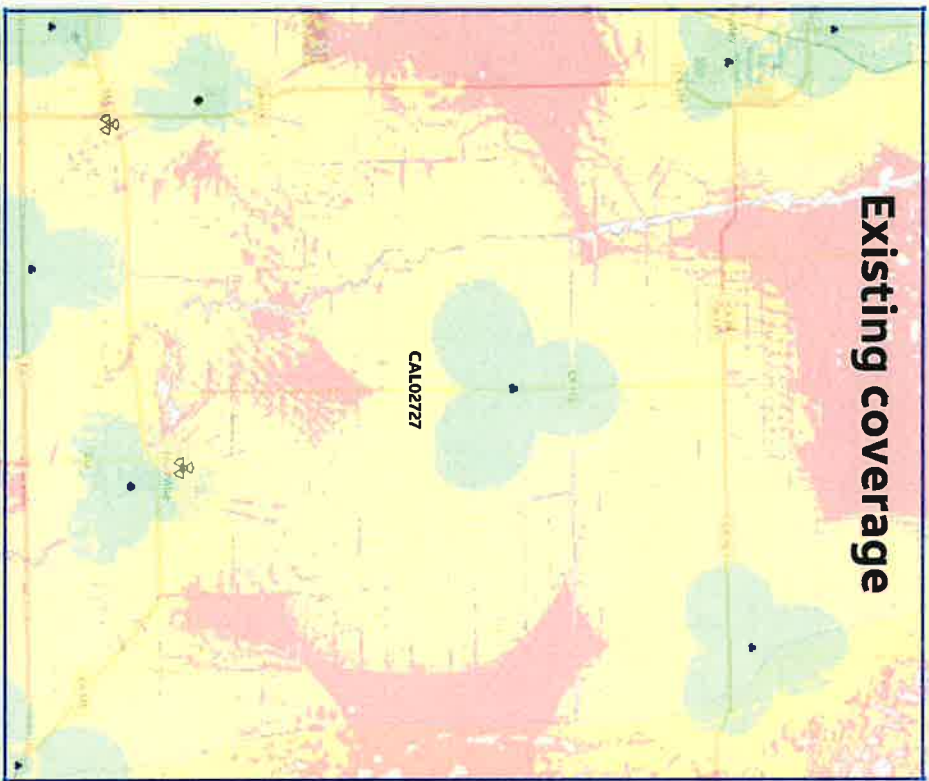
CAL03747



EEC ORIGINAL PKG

PC ORIGINAL PKG

CAL03747



EEC ORIGINAL PKG

PC ORIGINAL PKG

FAA Determination Letter

56616415.4

PC ORIGINAL PKG

EEC ORIGINAL PKG



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

Aeronautical Study No.
2022-AWP-12869-OE

Issued Date: 08/29/2022

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

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

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

Structure:	Antenna Tower Brawley
Location:	Brawley, CA
Latitude:	32-54-58.38N NAD 83
Longitude:	115-24-21.22W
Heights:	-85 feet site elevation (SE) 200 feet above ground level (AGL) 115 feet above mean sea level (AMSL)

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

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

This determination expires on 02/29/2024 unless:

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

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12869-OE.

Signature Control No: 539125699-551428762

(DNE)

Vivian Vilaro
Specialist

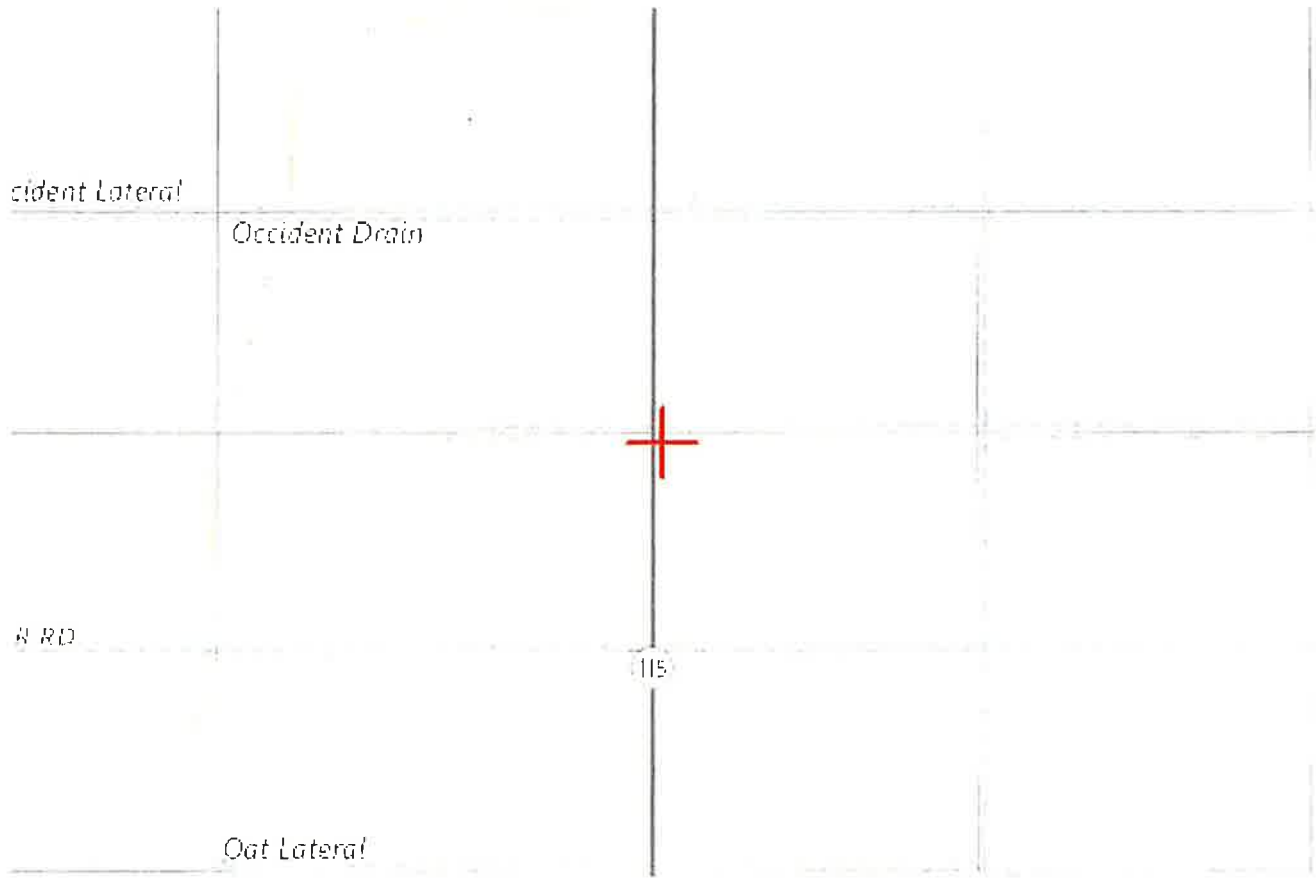
Attachment(s)
Frequency Data
Map(s)

cc: FCC

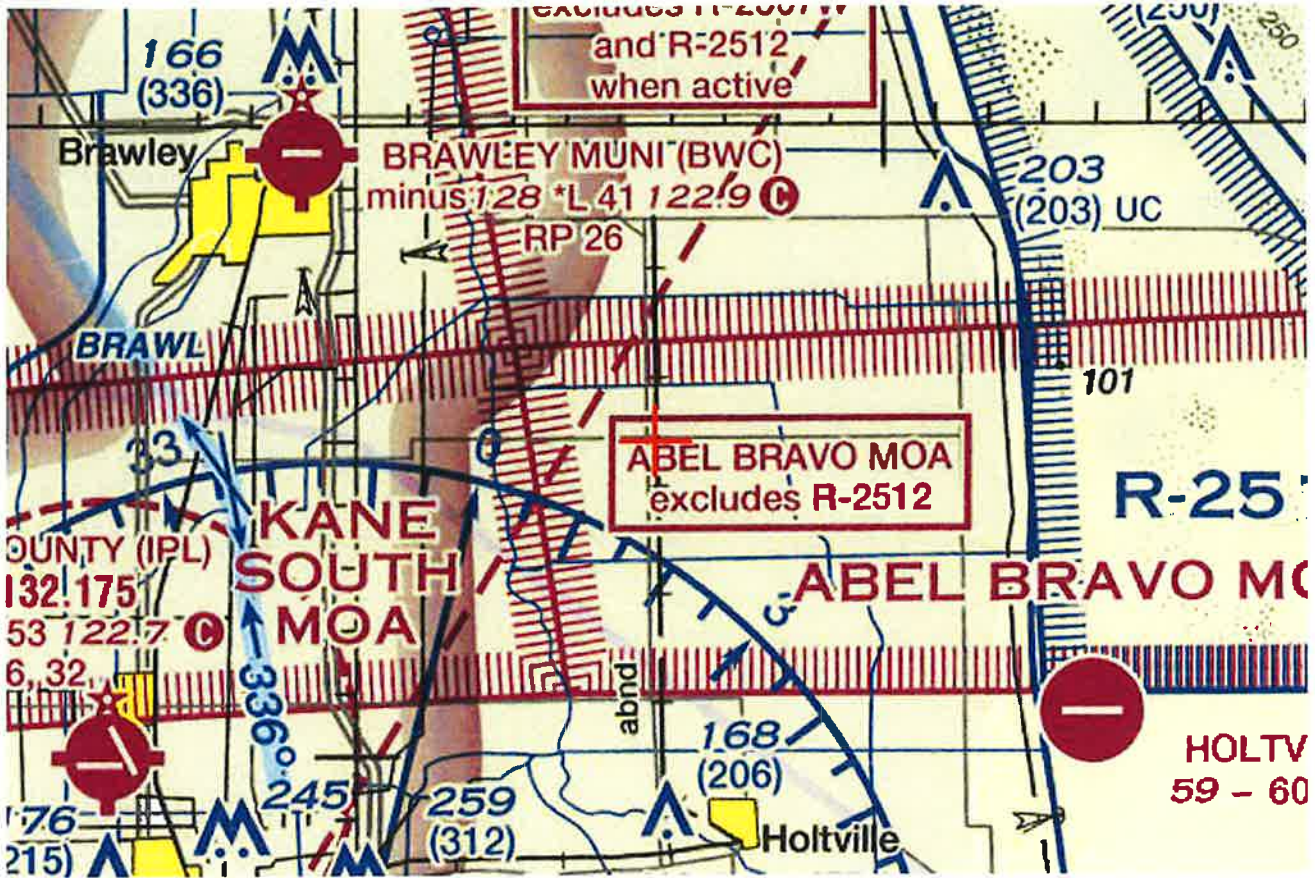
Frequency Data for ASN 2022-AWP-12869-OE

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

TOPO Map for ASN 2022-AWP-12869-OE



Sectional Map for ASN 2022-AWP-12869-OE



Fall Zone Certification

56616415.4

PC ORIGINAL PKG

EEC ORIGINAL PKG

March 3, 2023

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

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

Dear Mr. Cook,

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

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

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

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

Sincerely,

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

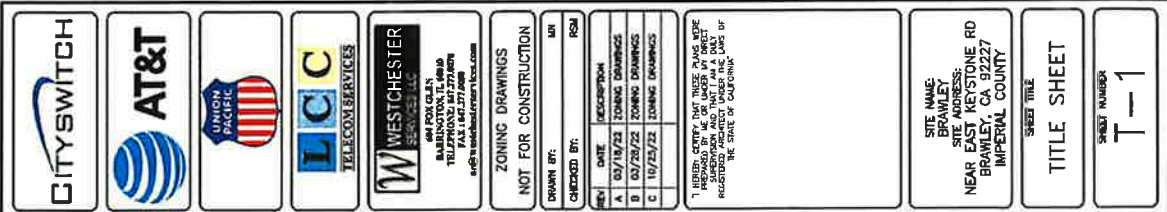


Site Plan

56616415.4

PC ORIGINAL PKG

EEC ORIGINAL PKG



SHEET INDEX

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

REGIONAL MAP

VICINITY MAP

CITY SWITCH
CITY SWITCH SITE #
CAC008

AT&T
AT&T FA#
10148059

CITY SWITCH
SITE NAME
BRAWLEY

AT&T

SCOPE OF WORK

1. NEW FENCED TELECOMMUNICATIONS COMPOUND
 2. NEW DRAINAGE
 3. NEW DRIVEWAY
 4. NEW SELF SUPPORT TOWER

SCOPE OF WORK

1. NEW FENCED TELECOMMUNICATIONS COMPOUND
 2. NEW DRAINAGE
 3. NEW DRIVEWAY
 4. NEW SELF SUPPORT TOWER

NOT FOR CONSTRUCTION

DRAWN BY: **UN**

CHECKED BY: **RSJ**

REV	DATE	DESCRIPTION
A	03/19/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/23/22	ZONING DRAWINGS

WESTCHESTER SERVICES LLC
400 FOX GLEN
BURLINGTON, IL 60010
TEL: 630-583-7000
FAX: 630-583-7000
info@westchester-services.com

UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA
RESEARCH CENTER
300 SHREVE DRIVE
DAVIS, CA 95616
TEL: 530-752-1234
WWW.UOR.CA

PROJECT INFORMATION

CITY SWITCH
1900 CENTURY PL NE
SUIT 300
ATLANTA, GA 30345
(404) 857-0858

APPLICANT:
CITY SWITCH
1900 CENTURY PL NE
SUIT 300
ATLANTA, GA 30345
(404) 857-0858

ARCHITECT:
ELEV. J. HUNT III
9476 V. JASPER DR
CHANDLER, AZ 85226
(602) 403-8614
(602) 361-1693

PHONE:
FAX:

LATITUDE: 32°54'58.38" N
32°51'62.17" N
LONGITUDE: 115°24'21.22" W
-115°05'94.41" W

APN: 041-500-009

SITE TYPE: SELF SUPPORT TOWER

JURISDICTION: IMPERIAL COUNTY

CITY: IMPERIAL COUNTY

OVERALL STRUCTURE HEIGHT: 210' A.G.L.
GROUND ELEVATION: -853' A.M.S.L.

PROFESSIONAL LICENSURE

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

SIGNED: _____

EXPIRES: _____

PROFESSIONAL LICENSURE

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

SIGNED: _____

EXPIRES: _____

Know what's below. Call before you dig.
811
www.811.org
TOLL FREE: 800-227-3000 OR 951-944-8300
REQUIRES MIN OF 72 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

PROJECT INFORMATION

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

CODES:
 • 2019 CALIFORNIA STANDARDS CODE
 • 2019 CALIFORNIA ELECTRIC CODE
 IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL

PROFESSIONAL LICENSURE

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

SIGNED: _____

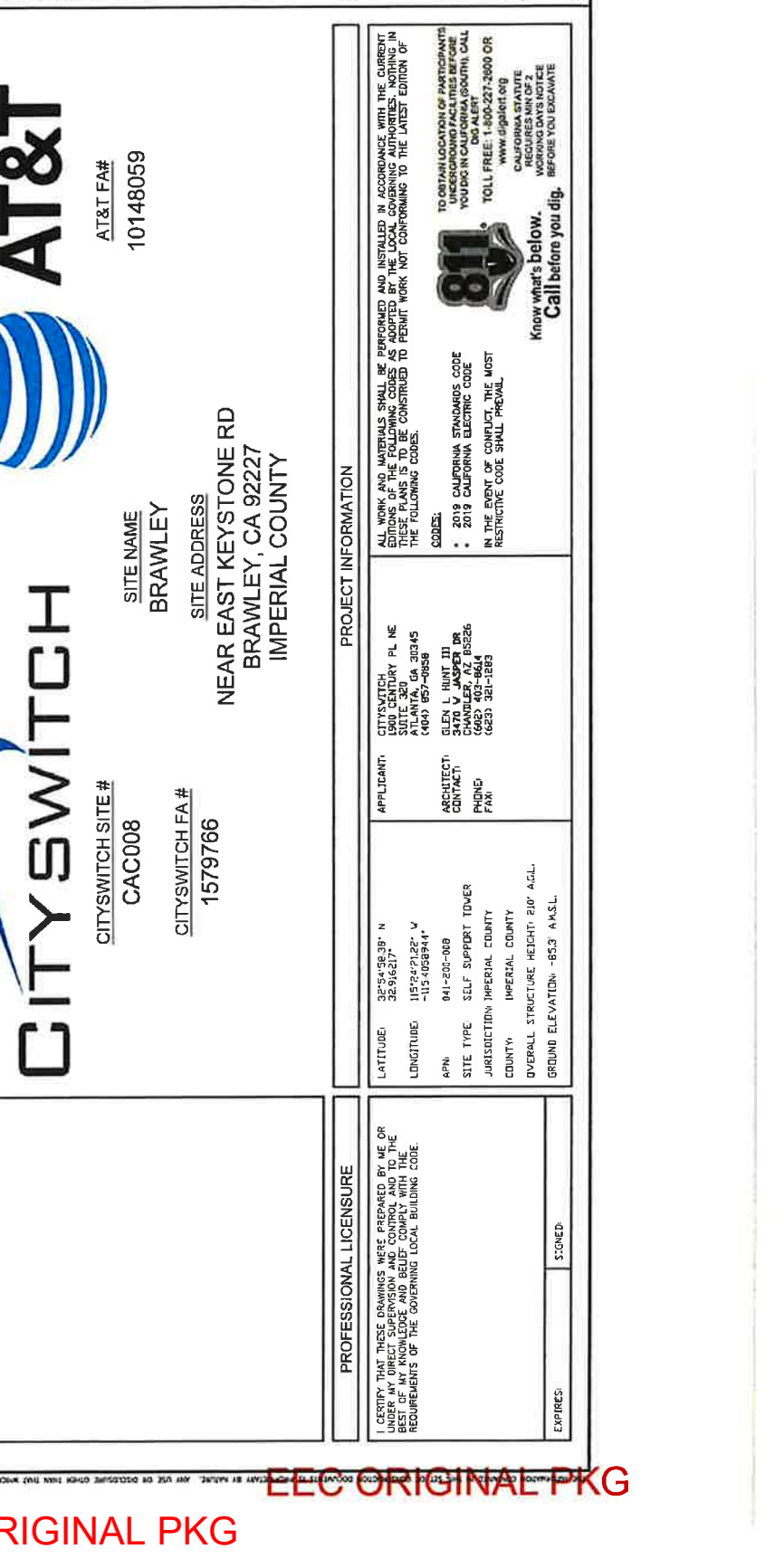
EXPIRES: _____

PROFESSIONAL LICENSURE

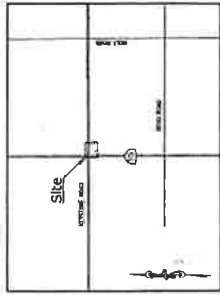
I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH THE REQUIREMENTS OF THE GOVERNING LOCAL BUILDING CODE.

SIGNED: _____

EXPIRES: _____



VICINITY MAP



Title Report
 PREPARED BY
 U.S. TITLE SURVIVORS
 1001 N. 10TH AVE., SUITE 200
 DENVER, CO 80202

Legal Description
 A 2.00 ACRES PARCEL IN THE SE1/4 SEC. 36, T11N, R10E, S11W

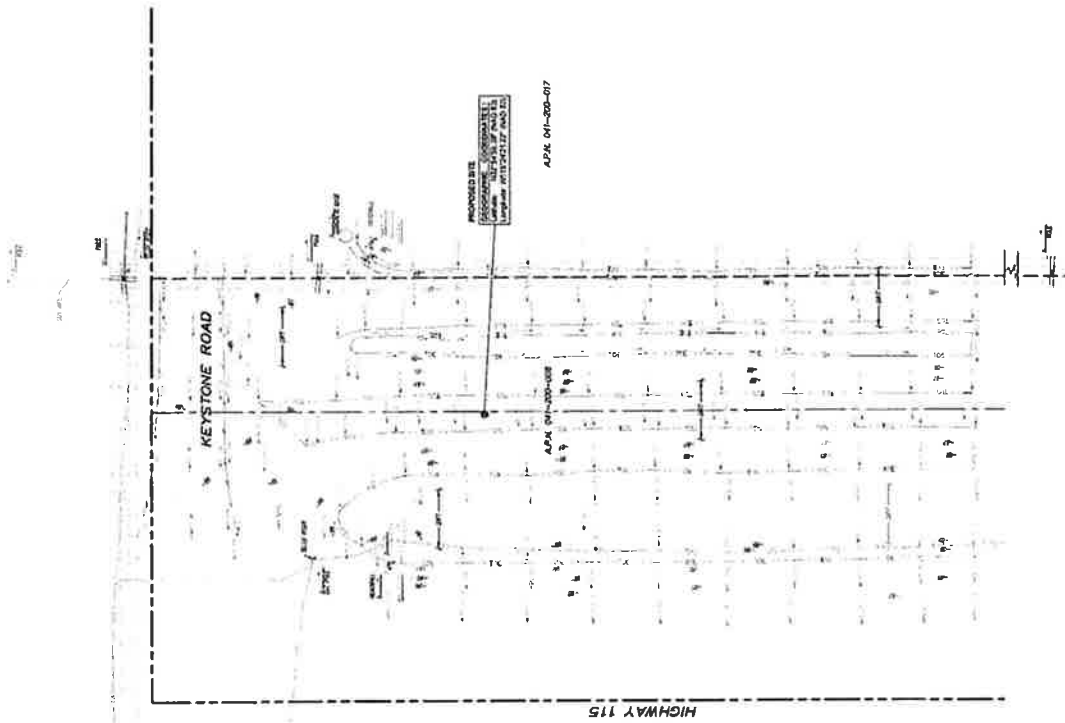
Assessor's Parcel No.
 01-0000000

Easements
 AS SHOWN ON THE REPORT

Access Route/Lease Area
 AS SHOWN ON THE REPORT

Geographic Coordinates at Proposed Site
 NAD 83, UTM, UTM ZONE 18N, UTM EASTING: 654,123.45, UTM NORTHING: 4,567,890.12

PROFESSIONAL SURVEYOR'S STATEMENT
 I, the undersigned, being a duly licensed Professional Surveyor in the State of Colorado, do hereby certify that I am the author of this report and that the same is a true and correct statement of the facts as shown to me by the records and field work on which it is based.



LEGEND

Symbol	Description
---	Proposed Boundary
---	Existing Boundary
---	Proposed Easement
---	Existing Easement
---	Proposed Access Route
---	Existing Access Route
---	Proposed Right-of-Way
---	Existing Right-of-Way
---	Proposed Survey Line
---	Existing Survey Line
---	Proposed Monument
---	Existing Monument
---	Proposed Boundary Line
---	Existing Boundary Line
---	Proposed Easement Line
---	Existing Easement Line
---	Proposed Access Route Line
---	Existing Access Route Line
---	Proposed Right-of-Way Line
---	Existing Right-of-Way Line
---	Proposed Survey Line
---	Existing Survey Line



GRAPHIC SCALE
 0 10 20
 FEET

REVISIONS	DATE	BY	REVISIONS	UTILITY STATEMENT	PREPARED FOR	BASIS OF BEARINGS	BENCHMARK	SITE INFORMATION	SURVEYOR OF RECORD
0	02/24/22	UN	SUBMITTAL	BY DATE OF SURVEY, THE SURVEYOR HAS REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE.	UNDERGROUND SERVICES ALERT	AS SHOWN ON THE REPORT	AS SHOWN ON THE REPORT	AS SHOWN ON THE REPORT	U.S. TITLE SURVIVORS, INC.
1	04/20/22	UN	TITLE REPORT	BY DATE OF SURVEY, THE SURVEYOR HAS REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE.	UNDERGROUND SERVICES ALERT	AS SHOWN ON THE REPORT	AS SHOWN ON THE REPORT	AS SHOWN ON THE REPORT	U.S. TITLE SURVIVORS, INC.
2	07/18/22	UN	UNDERGROUND UTILITY LINES	BY DATE OF SURVEY, THE SURVEYOR HAS REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE. THE SURVEYOR HAS ALSO REVIEWED ALL RECORDS AND FIELD DATA AND HAS FOUND THEM TO BE COMPLETE AND ACCURATE.	UNDERGROUND SERVICES ALERT	AS SHOWN ON THE REPORT	AS SHOWN ON THE REPORT	AS SHOWN ON THE REPORT	U.S. TITLE SURVIVORS, INC.

EEC ORIGINAL PKG
 PC ORIGINAL PKG

WESTCHESTER
3440 W. 10TH ST.
SARASOTA, FL 34238
TEL: 941-552-1111
WWW.WESTCHESTERFL.COM

ZONING DRAWINGS
NOT FOR CONSTRUCTION

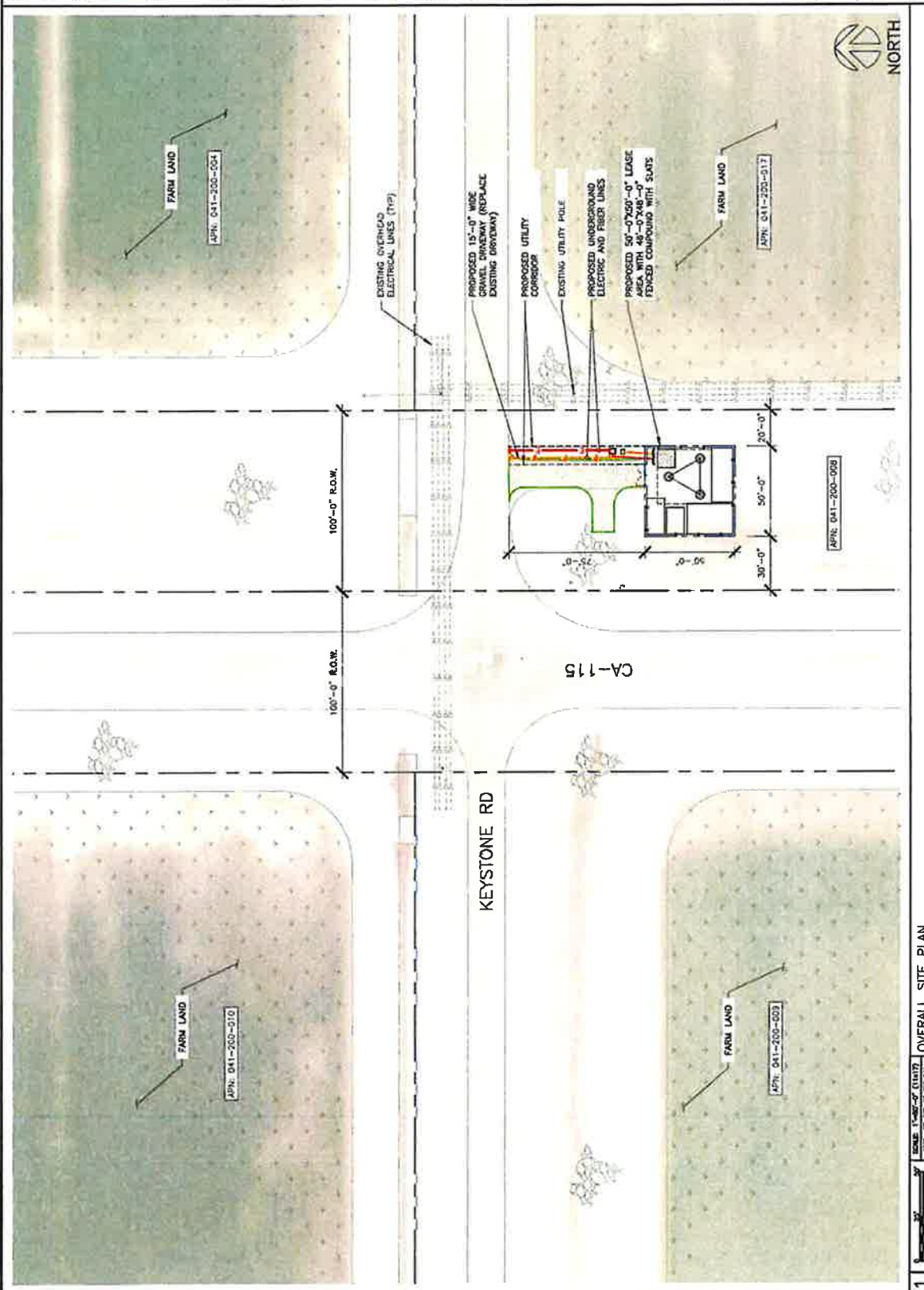
REV	DATE	DESCRIPTION
A	03/14/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. USER ENTITY: THE USER PLANS HERE
FOR CONSTRUCTION AND SHALL BE A
REGISTERED PROFESSIONAL ENGINEER OR
REGISTERED ARCHITECT IN THE STATE OF CALIFORNIA.

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

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

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



1

SCALE: 1" = 20'

OVERALL SITE PLAN

PC ORIGINAL PKG

ECC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: UN
CHECKED BY: RSM

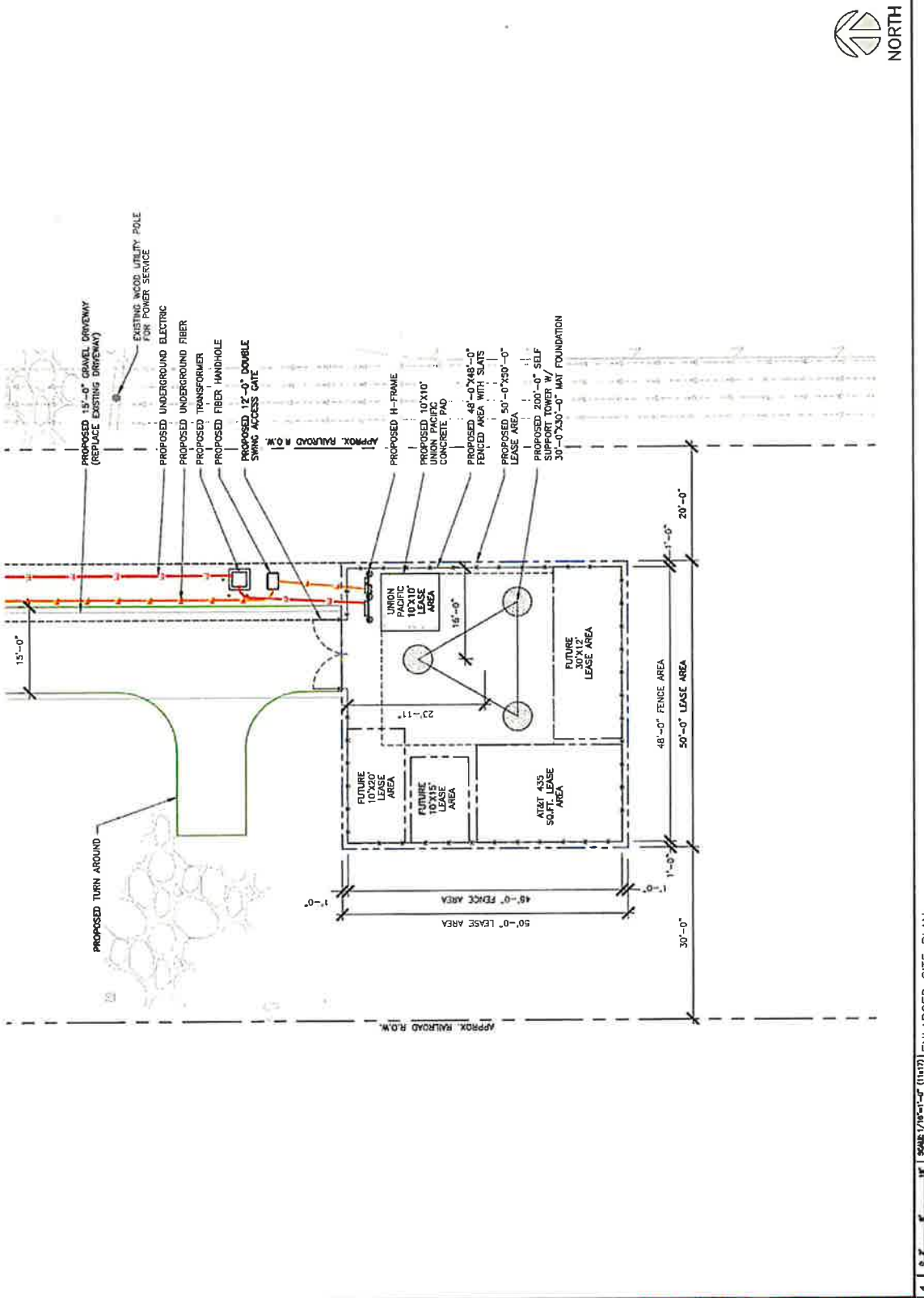
REV	DATE	DESCRIPTION
A	03/19/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

* I, JAMES BRAWLEY, THE DESIGNER, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

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

SHEET TITLE:
ENLARGED
SITE PLAN

SHEET NUMBER:
C--2



SCALE: 1/8"=1'-0" (11/17)
CON. 1/8"=1'-0" (2/24)

ENLARGED SITE PLAN

PC ORIGINAL PKG
ECC ORIGINAL PKG

600 FOX GLEN
BIRMINGHAM, AL 35209
TELEPHONE: 205-777-9879
FAX: 205-777-9888
e-mail: westchester@lcc.com

ZONING DRAWINGS

NOT FOR CONSTRUCTION

DESIGN BY: JRM

CHECKED BY: JRM

REV	DATE	DESCRIPTION
A	03/19/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. THESE DRAWINGS AND THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

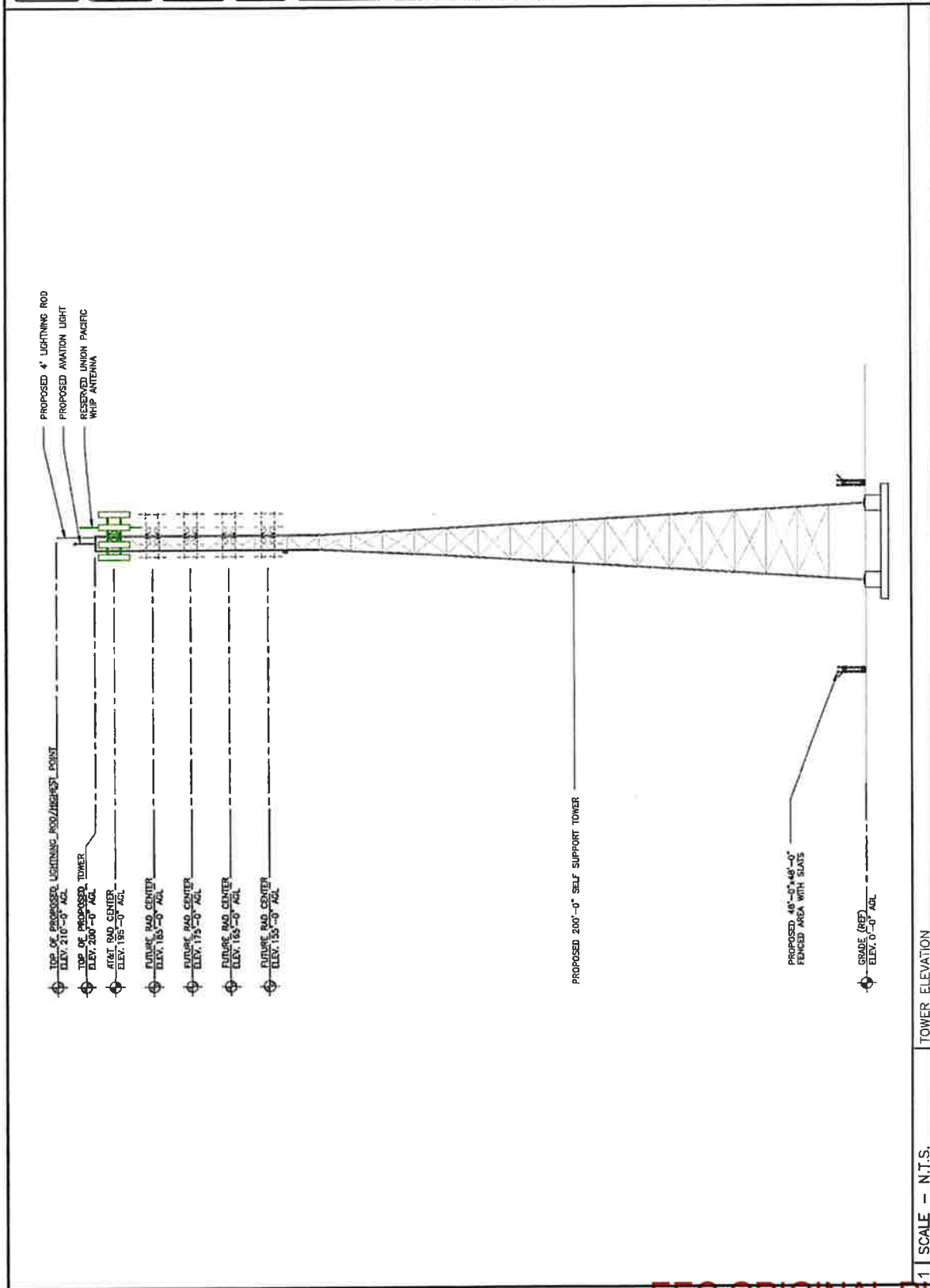
SITE NAME
BRAUNLEY

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

SHEET TITLE
TOWER

ELEVATION

SHEET NUMBER
A-1



1 SCALE - N.T.S.

TOWER ELEVATION

Lease

56616415.4

EEC ORIGINAL PKG

PC ORIGINAL PKG

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

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 12 day of April, 2022 (the "Effective Date"), between Union Pacific Railroad Company, a Delaware corporation, having an office at 1400 Douglas Street, Omaha, Nebraska 68179, hereinafter referred to as "Licensor", and CitySwitch – II-A, LLC, a Georgia company, having an office at 1900 Century Place, Suite 320, Atlanta, Georgia 30345 hereinafter referred to as "Licensee".

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately eighty-five feet (85.00'), by thirty feet (30.00'), containing a total of 2,550 square feet, combined with an approximate ten feet (10') by seventy-five foot, (75') access and utility corridor containing 750 square feet on the parcel of land on Licensor's railroad right-of-way and located in Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

Licensor agrees to allow construction of a One Hundred Ninety-Five (195') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

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

1. GRANT:

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

2. TOWER FACILITIES:

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

3. EQUIPMENT FACILITIES:

EEC ORIGINAL PKG

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

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

16. **TERM:**

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

17. **INTERFERENCE:**

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

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

18. **INSURANCE:**

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

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

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417 Contractual Liability - Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

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

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

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

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

19. INDEMNIFICATION/HOLD HARMLESS:

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

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

20. ASSIGNMENT:

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

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

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

21. SUBLEASE AUTHORITY:

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

22. CASUALTY/CONDEMNATION:

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

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

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

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

23. **ARBITRATION:**

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

24. **FORCE MAJEURE:**

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

25. **INTEGRATED AGREEMENT:**

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

26. **GOVERNING LAW:**

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

27. **LICENSOR'S REPRESENTATIONS:**

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

28. **SURVIVORSHIP:**

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

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

29. **SEVERABILITY:**

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

30. **NOTICES:**

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

To Licensor: Union Pacific Railroad Company
 1400 Douglas Street - 0640
 Omaha, Nebraska 68179
 Attn.: Mike Wallman

To Licensee: CitySwitch – II, LLC
 1900 Century Place, Suite 320
 Atlanta, GA 30345
 Attn: Legal

31. **AUTHORITY TO SIGN:**

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

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

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 4/12/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

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

On this 21 day of MARCH, 2022 before me personally appeared ROB RAVILLE
_____, known to me (or proved to me on the basis of satisfactory evidence) to be the persons
described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free
act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 12th day of April, 2022, Chris D. Golik before
me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons
described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act
and deed.

WITNESS my hand and Official Seal at office this 12th day of April, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2022

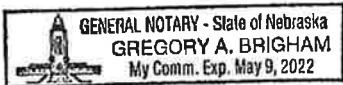
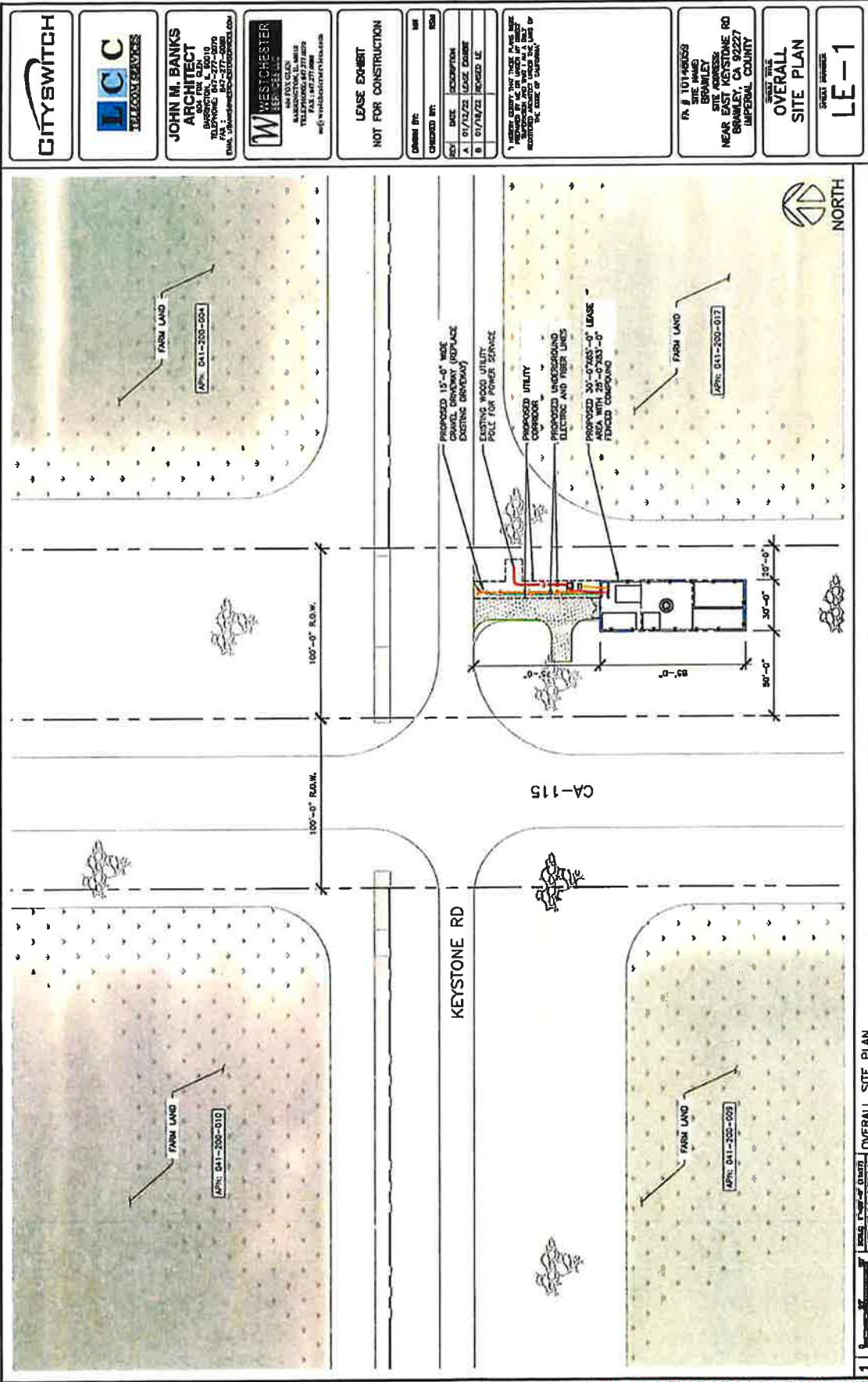


Exhibit A

Location Print Depicting the Premises



CITY SWITCH

LCC
TELECOM SERVICES

JOHN M. BANKS
ARCHITECT
304 17th St. S.
BIRMINGHAM, AL 35203
TEL: 205-251-7777
FAX: 205-251-7777
EMAIL: jmbanks@jmbanksarchitect.com

WESTCHESTER
ARCHITECTS
100 FOX GLEN
WASHINGTON, DC 20007
TEL: 202-691-1100
FAX: 202-691-1100
WWW.WESTCHESTERARCHITECTS.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

DATE	DESCRIPTION
07/13/22	LEASE EXHIBIT
07/14/22	REVISED LE

1. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL 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 ARCHITECT.

PA # 101480655
SITE NAME
BRANLEY
500 EAST KEYSTONE RD
BRANLEY, CA 92227
IMPERIAL COUNTY

OVERALL SITE PLAN
SHEET NUMBER
LE-1



1 | **OVERALL SITE PLAN**

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND SHALL BE KEPT IN CONFIDENCE. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL 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 ARCHITECT.

PC ORIGINAL PKG

EEC ORIGINAL PKG



JOHN M. BANKS
ARCHITECT
 BARRINGTON, IL 60010
 200 W. NORTH AVE. SUITE 200
 TEL: 847-277-0000
 FAX: 847-277-0000
 Email: jbanks@cityswitchpc.com

WESTCHESTER
 300 N. GALEN
 BARRINGTON, IL 60010
 TEL: 847-277-0000
 FAX: 847-277-0000
 www.westchesterpc.com

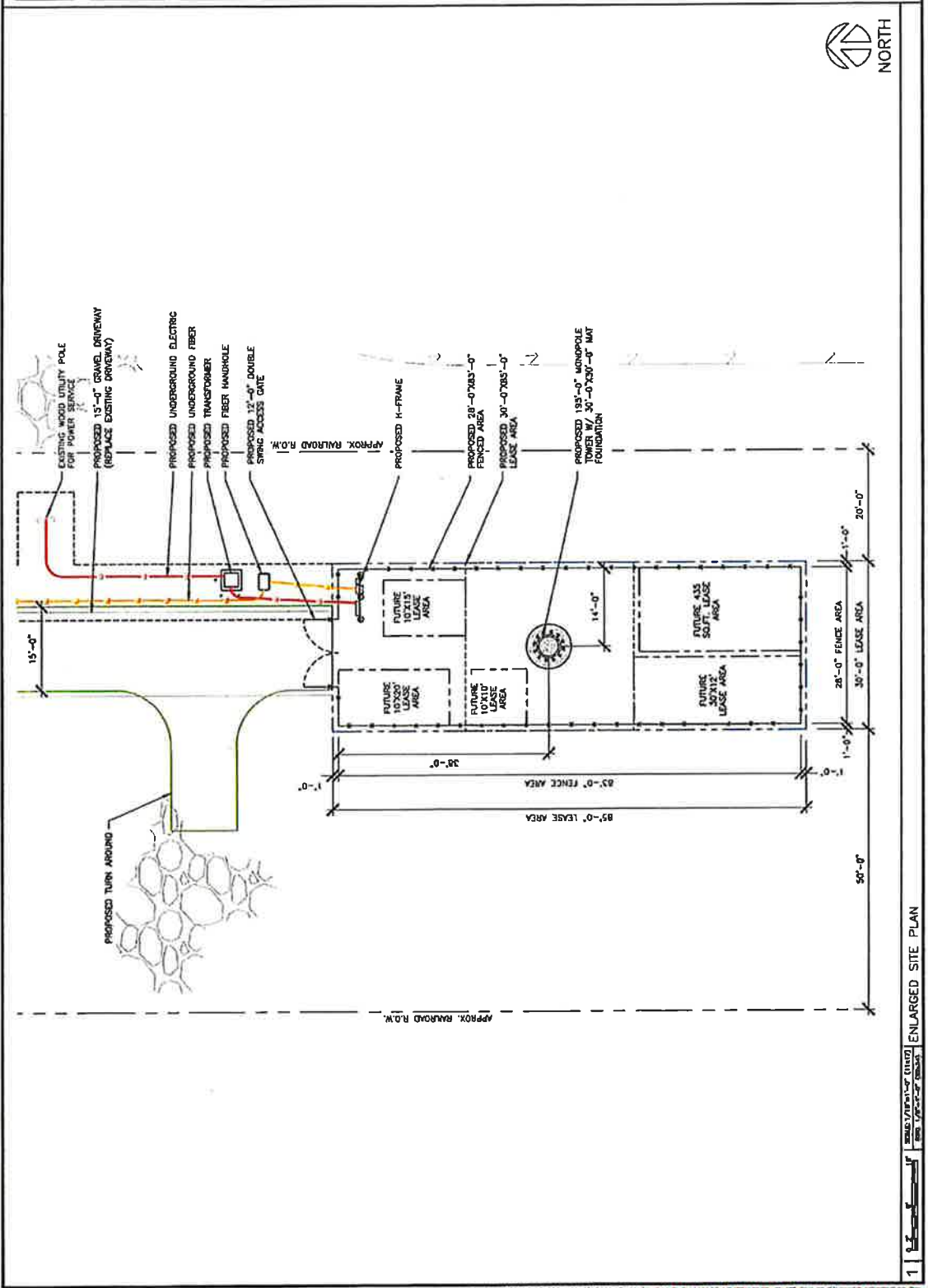
LEASE EXHIBIT
 NOT FOR CONSTRUCTION

OWNER:	IBM
CHECKED BY:	ESM
DATE:	10/20/10
BY:	01/18/12 LEASE EXHIBIT
	01/18/12 PROPOSED LE

* HEEDY NOTE: THIS LEASE PLAN WORKS OFF THE AS-BUILT RECORDS AND SHALL BE A BUILT RECORD OF THE STATE OF CALIFORNIA.

FA # 10148059
 SITE NAME:
BRAWLEY
 5700
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
ENLARGED SITE PLAN
 SHEET NUMBER
LE-2



1 | ENLARGED SITE PLAN

PC ORIGINAL PKG

EEC ORIGINAL PKG



**JOHN M. BANKS
ARCHITECT**
 150010
 BASKINSON, N. 50010
 TEL: 772-277-0000
 FAX: 772-277-0000
 DALL: 316460WEST@CITYSWITCH.COM

WESTCHESTER
 ENGINEERS
 1000
 BASKINSON, N. 50010
 TEL: 772-277-0000
 FAX: 772-277-0000
 ENG: WESTCHESTER@LCC.COM

**LEASE EXHIBIT
NOT FOR CONSTRUCTION**

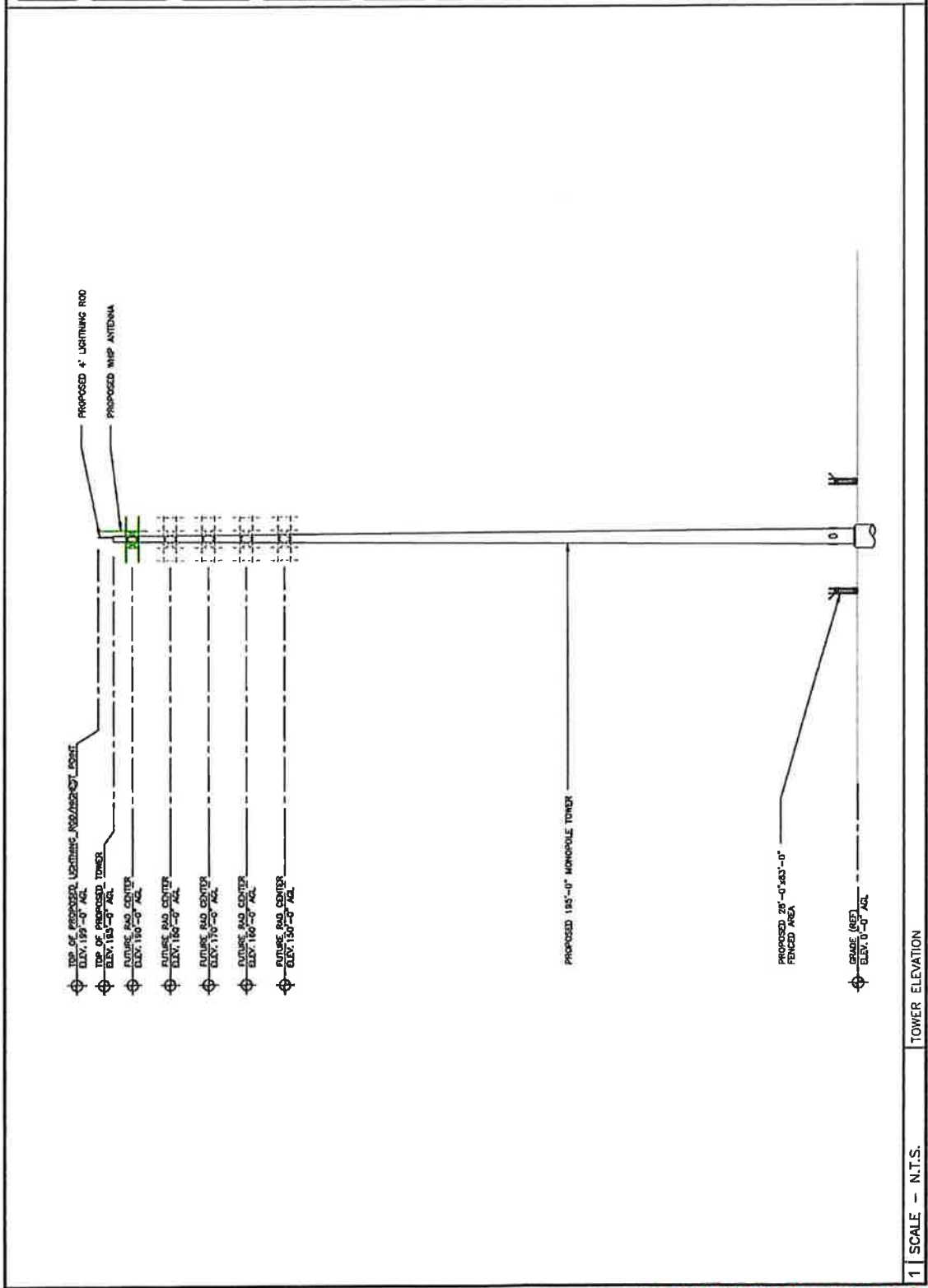
NO.	DATE	DESCRIPTION
A	07/13/22	LEASE EXHIBIT
B	07/14/22	REVISED LL

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

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

**TOWER
ELEVATION**

SHEET NUMBER
LE-3



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



JOHN M. BANKS ARCHITECT
 BARRINGTON, IL 60010
 TEL: 815-277-4000
 FAX: 815-277-4000
 WWW: johnbanksarchitect.com

WESTCHESTER
 500 WEST GLEN
 BARRINGTON, IL 60015
 TEL: 815-277-4000
 FAX: 815-277-4000
 WWW: westchesterltd.com

LEASE EXHIBIT
 NOT FOR CONSTRUCTION

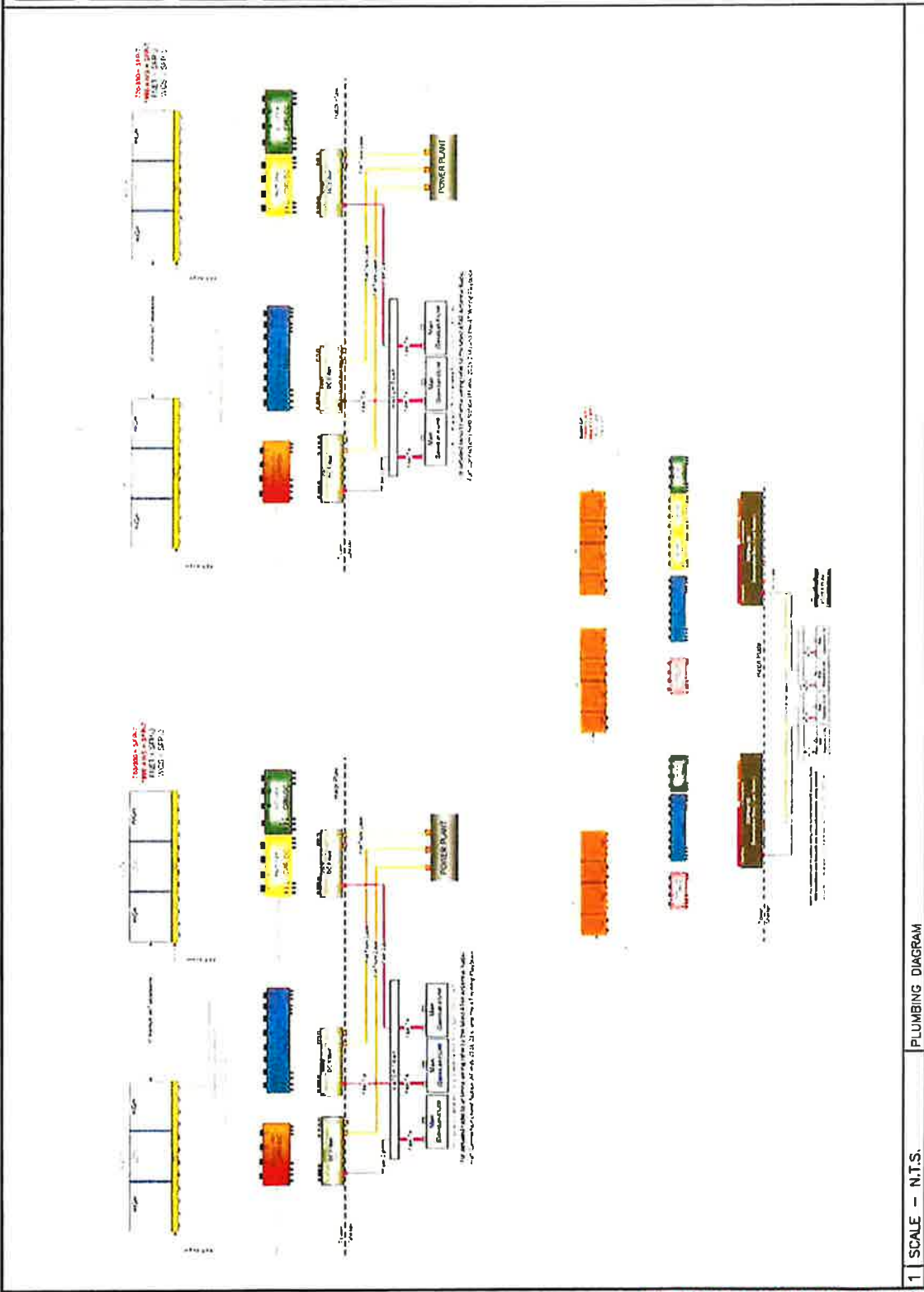
DATE	DESCRIPTION
A 07/27/22	LEASE EXHIBIT
B 07/28/22	REVISED LE

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

PA # 101480559
 SITE NAME:
 BRAWLEY
 5000 KEVOR
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
PLUMBING DIAGRAM

SHEET NUMBER
LE-4



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

PC ORIGINAL PKG

EEC ORIGINAL PKG

Exhibit B

General Terms and Conditions

Section 1. ENGINEERING REQUIREMENTS; PERMITS.

A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.

B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

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

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

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

A. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

C. **Advance Notification Requirements.**

(i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

(ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.

(iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this Exhibit B, and (c) Licensor has provided Licensee written authorization to commence work.

D. **Inspections.** If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

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

E. Flagging Services.

(i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.

(ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion

(ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

(iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

F. Safety Standards.

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

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

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

(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this **Exhibit B**.

(iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.

I. **Supervision.** The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.

J. **Suspension of Work.** If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

K. **Removal of Debris.** The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.

L. **Explosives.** The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.

M. **Protection of Subsurface Facilities on Licensor's Property.** Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

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

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

Section 3. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

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

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

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

Section 4. RESTORATION OF RAILROAD PROPERTY.

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

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

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

Prepared by, and after recording

Return to:

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

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 12 day of April, 2023, by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

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

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

EEC ORIGINAL PKG

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: 4/12/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

On this 21 day of MARCH 2022 before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel
Notary Public



My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

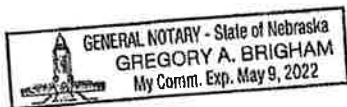
STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 12th day of April, 2022, before me personally appeared Chris D. Grobk, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 12th day of April, 2022.

[Signature]
Notary Public

My Commission Expires:



May 9, 2022

Tower Construction Agreement - CAC008 - Brawley

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

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

EEC ORIGINAL PKG

PC ORIGINAL PKG

PROJECT NAME	DATE	APPROVED	APPROVED BY	PROJECT NO.	PROJECT TITLE	PROJECT TYPE
CA19277	6/20/19	Yes	M. J. MARRAS	1037	RENOVATION OF WEST SIDE OF 38TH AVE AND 39TH AVE	RENOVATION
ISSUE TRACKING	6/20/19	Yes	M. J. MARRAS	1037	RENOVATION OF WEST SIDE OF 38TH AVE AND 39TH AVE	RENOVATION

Section 1 - RIDS GENERAL INFORMATION

PROJECT NAME	CA19277	PROJECT NO.	1037
ISSUE TRACKING	6/20/19	PROJECT TITLE	RENOVATION OF WEST SIDE OF 38TH AVE AND 39TH AVE
APPROVAL	6/20/19	APPROVED BY	M. J. MARRAS
APPROVAL	6/20/19	APPROVED BY	M. J. MARRAS
APPROVAL	6/20/19	APPROVED BY	M. J. MARRAS

Section 2 - LOCATION INFORMATION

PARCEL	ADDRESS	SECTION	TOWNSHIP	RANGE	QUARTER
1	38TH AVE WEST	11	20N	32E	100
2	38TH AVE WEST	11	20N	32E	100
3	38TH AVE WEST	11	20N	32E	100
4	38TH AVE WEST	11	20N	32E	100
5	38TH AVE WEST	11	20N	32E	100
6	38TH AVE WEST	11	20N	32E	100
7	38TH AVE WEST	11	20N	32E	100
8	38TH AVE WEST	11	20N	32E	100
9	38TH AVE WEST	11	20N	32E	100
10	38TH AVE WEST	11	20N	32E	100
11	38TH AVE WEST	11	20N	32E	100
12	38TH AVE WEST	11	20N	32E	100
13	38TH AVE WEST	11	20N	32E	100
14	38TH AVE WEST	11	20N	32E </tr	

Section 3 - LICENSE COVERAGE/FILING INFORMATION

RF ZONE	RF ZONE CODE	RF ZONE DESCRIPTION
R-1	R-1	Single-Family Residential
R-2	R-2	Single-Family Residential (Medium Density)
R-3	R-3	Single-Family Residential (Low Density)

Section 4 - Tower/Regulatory Information

MARKET LOCATION	MARKET LOCATION ADDRESS	MARKET LOCATION CITY	MARKET LOCATION STATE	MARKET LOCATION ZIP
MARKET LOCATION 1	38TH AVE WEST	MINNEAPOLIS	MN	55401
MARKET LOCATION 2	38TH AVE WEST	MINNEAPOLIS	MN	55401
MARKET LOCATION 3	38TH AVE WEST	MINNEAPOLIS	MN	55401

Section 5 - E-911 INFORMATION - existing

REGION	REGION NAME	REGION NUMBER	REGION ADDRESS	REGION CITY	REGION STATE	REGION ZIP
REGION A	E-911	1	38TH AVE WEST	MINNEAPOLIS	MN	55401
REGION B	E-911	2	38TH AVE WEST	MINNEAPOLIS	MN	55401
REGION C	E-911	3	38TH AVE WEST	MINNEAPOLIS	MN	55401
REGION D	E-911	4	38TH AVE WEST	MINNEAPOLIS	MN	55401
REGION E	E-911	5	38TH AVE WEST	MINNEAPOLIS	MN	55401
REGION F	E-911	6	38TH AVE WEST	MINNEAPOLIS	MN	55401

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

Section 5 - EBIT INFORMATION - final

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 67 - BBU INFORMATION - existing

BBU ID: 48912																	
TECHNOLOGY: LTE																	
BBU NAME: GAZETZ																	
BBU ID01: 14476																	
CELL ID / EPC: C48072																	
BANK ID: 24																	
4-8 DIGIT BITE ID: 222																	
COMMON TOW: NA																	
CELL BITE TYPE: SECTION																	
BITE TYPE: MISC CONVERSION																	
BASE STATION TYPE: 400																	
EQUIPMENT NAME: UNIDENTIFIED																	
DIAMETER PRIORITY: 5																	
EQUIPMENT VENDOR: TSCOM																	
EQUIPMENT TYPE (Model): M6000000																	
MARKET STATE CODE: CA																	
NODE B NUMBER: 222																	
RADIOCAL_SWITCH_VENDOR:																	
RADIOCAL_SWITCH_MODEL:																	
RADIOCAL_SWITCH_NAME:																	
RADIOCAL_SWITCH_ADDITIONAL_CHARS:																	
UL-CAPM:																	
CSA - CTA COMMON ID: C48072																	

Section 67 - BBU INFORMATION - final

		BBU 1	BBU 2																
BBU ID: M453		48912																	
TECHNOLOGY: LTE																			
BBU NAME: GAZETZ		5042722	240000722																
BBU ID01: 14476		14476	14476																
CELL ID / EPC: C48072		504272	504072																
BANK ID:		174	174																
4-8 DIGIT BITE ID: 1122		222	222																
COMMON TOW: NA		NA	NA																
CELL BITE TYPE: SECTION		SECTION	SECTION																
BITE TYPE: MISC CONVERSION		MISC CONVERSION	MISC CONVERSION																
BITE LOCATION ID: INTERNAL		INTERNAL	INTERNAL																
BASE STATION TYPE: SWR4K		400	400																
EQUIPMENT NAME: GAZETZ			UNIDENTIFIED																
DIAMETER PRIORITY: 5		5	5																
EQUIPMENT VENDOR: TSCOM		TSCOM	TSCOM																
EQUIPMENT TYPE (Model): M6000000		6000000	6000000																
MARKET STATE CODE: CA		CA	CA																
NODE B NUMBER: 222		222	222																
RADIOCAL_SWITCH_VENDOR:																			
RADIOCAL_SWITCH_MODEL:																			
RADIOCAL_SWITCH_NAME:																			
RADIOCAL_SWITCH_ADDITIONAL_CHARS:																			
UL-CAPM:																			
CSA - CTA COMMON ID: C48072		C48072	C48072																
CSA - SECONDARY FUNCTION ID: 024000722		024000722	024000722																

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 8 - RBSS/SECTOR ASSOCIATION - final

CTB Common ID	CellID	CellID	CellID
Base Station D4	CA801712_28_1	CA801712_28_1	
	CA801712_28_2	CA801712_28_2	
	CA801712_28_3	CA801712_28_3	
	CA801712_28_4	CA801712_28_4	
	CA801712_28_5	CA801712_28_5	
	CA801712_28_6	CA801712_28_6	
	CA801712_28_7	CA801712_28_7	
	CA801712_28_8	CA801712_28_8	
	CA801712_28_9	CA801712_28_9	
	CA801712_28_10	CA801712_28_10	
	CA801712_28_11	CA801712_28_11	
	CA801712_28_12	CA801712_28_12	
	CA801712_28_13	CA801712_28_13	
	CA801712_28_14	CA801712_28_14	
	CA801712_28_15	CA801712_28_15	
	CA801712_28_16	CA801712_28_16	
	CA801712_28_17	CA801712_28_17	
	CA801712_28_18	CA801712_28_18	
Base Station D4	CA801712_29_1	CA801712_29_1	
	CA801712_29_2	CA801712_29_2	
	CA801712_29_3	CA801712_29_3	
	CA801712_29_4	CA801712_29_4	
Base Station D4	CA801712_30_1	CA801712_30_1	
	CA801712_30_2	CA801712_30_2	
Base Station D4	CA801712_31_1	CA801712_31_1	
	CA801712_31_2	CA801712_31_2	
Base Station D4	CA801712_32_1	CA801712_32_1	
	CA801712_32_2	CA801712_32_2	
Base Station D4	CA801712_33_1	CA801712_33_1	
	CA801712_33_2	CA801712_33_2	
Base Station D4	CA801712_34_1	CA801712_34_1	
	CA801712_34_2	CA801712_34_2	
Base Station D4	CA801712_35_1	CA801712_35_1	
	CA801712_35_2	CA801712_35_2	

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 9 - Cell Number - existing												
UNITID (existing)	117	118	119	120	121	122	123	124	125	126	127	128
SECTOR A CELL NUMBER	117296	117297	117298	117299	117300	117301	117302	117303	117304	117305	117306	117307
UNITID (existing) New Station												
SECTOR A CELL NUMBER	15	16	17	18	19	20	21	22	23	24	25	26
SECTOR B	27	28	29	30	31	32	33	34	35	36	37	38
SECTOR C	39	40	41	42	43	44	45	46	47	48	49	50
SECTOR D	51	52	53	54	55	56	57	58	59	60	61	62
SECTOR E												
SECTOR F												
OWNER												
Section 9 - Cell Number - final												
UNITID (existing) New Station	117	118	119	120	121	122	123	124	125	126	127	128
SECTOR A CELL NUMBER	117296	117297	117298	117299	117300	117301	117302	117303	117304	117305	117306	117307
UNITID (existing) New Station												
SECTOR A CELL NUMBER	1	2	3	4	5	6	7	8	9	10	11	12
SECTOR B	13	14	15	16	17	18	19	20	21	22	23	24
SECTOR C	25	26	27	28	29	30	31	32	33	34	35	36
SECTOR D	37	38	39	40	41	42	43	44	45	46	47	48
SECTOR E	49	50	51	52	53	54	55	56	57	58	59	60
SECTOR F												
OWNER												

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 10 - CID/SAC - existing

	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016
SECTION A - CDR/SAC							
SECTION B							
SECTION C							
SECTION D							
SECTION E							
SECTION F							
COMM							

Section 10 - CID/SAC - final

	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016	17 th JUL 2016
SECTION A - CDR/SAC							
SECTION B							
SECTION C							
SECTION D							
SECTION E							
SECTION F							
COMM							

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 11 - CURRENT RADIO COUNTS existing

	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT		
SECTION A RADIO COUNTS	1																																																							
SECTION B	1																																																							
SECTION C	1																																																							
SECTION D	1																																																							
SECTION E	1																																																							
SECTION F	1																																																							
Overall																																																								

PC ORIGINAL PKG EEC ORIGINAL PKG

Section 12 - CURRENT T1 COUNTS AXILING

	INITIAL CODE	INITIAL CODE																		
# T1	0	0																		
LINK PROFILE																				
PER COMMING																				
FRONT or ETHNICITY	Y/N	Y/N																		
T1 Base Model																				
T1 Base OTY																				
MAX/CU Base Model																				
MAX/CU Base OTY																				
BBU Base Model																				
BBU Base OTY																				
WBU Location	Yes	Yes																		
FRONT Y/N																				
DC CABLE																				
Other Dem. Bus																				
Bundled Fiber Cable																				
Bundled DC Cable																				

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 13 - NEWPROPOSED RADIO COUNTS

	UNIT COUNT	UNIT COUNT	UNIT COUNT	UNIT COUNT
SECTION A RADIO COUNTS	1	1	1	1
SECTION B	1	1	1	1
SECTION C	1	1	1	1
SECTION D				
SECTION E				
SECTION F				
TOTAL				

EEC ORIGINAL PKG

PC ORIGINAL PKG

# T1's	UNIT LIST Column	UNIT LIST Column																		
LINK PROFILE BY COLUMN																				
FIBER OPTIC TRUNK																				
T1 Band Model																				
T1 Band QTY																				
MAXIMUM BAND MODEL																				
MAXIMUM BAND QTY																				
BAND BAND MODEL																				
BAND BAND QTY																				
PRO - Location																				
FIBER NUMBER																				
DC CABLE																				
Optical Dim. Band																				
Bandwidth Dim. Cable																				
Bandwidth DC Cable																				

EEC ORIGINAL PKG

PC ORIGINAL PKG

Station 15A - CURRENT TOWER CONFIGURATION - SECTOR A (OR ONMI)

ANTENNA POSITION 1		ANTENNA POSITION 2		ANTENNA POSITION 3		ANTENNA POSITION 4		ANTENNA POSITION 5		ANTENNA POSITION 6		ANTENNA POSITION 7	
ANTENNA MAKE / MODEL	ANTENNA VENDOR	ANTENNA HEIGHT (M)	ANTENNA WEIGHT (KG)	ANTENNA TYPE REPORT	MOUNTING DIMENSIONS (M)	MECHANICAL DIMENSIONS (M)	FEEDER AMOUNT	VERTICAL SEPARATION FROM ANOTHER ANTENNA (M)	HORIZONTAL SEPARATION FROM ANOTHER ANTENNA (M)	SEPARATION FROM ANOTHER ANTENNA (M)	SEPARATION FROM ANOTHER ANTENNA (M)	SEPARATION FROM ANOTHER ANTENNA (M)	SEPARATION FROM ANOTHER ANTENNA (M)
ANTENNA POSITION 1 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													
ANTENNA POSITION 2 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													
ANTENNA POSITION 3 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													
ANTENNA POSITION 4 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													
ANTENNA POSITION 5 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													
ANTENNA POSITION 6 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													
ANTENNA POSITION 7 PORT 1: PORT 1 PORT 2: PORT 2 PORT 3: PORT 3 PORT 4: PORT 4 PORT 5: PORT 5													

ANTENNA POSITION 4		PORT 1	PORT 2	UT 700	UT 800	UT 900	UT 1000	UT 1100	UT 1200	UT 1300	UT 1400	UT 1500	UT 1600	UT 1700	UT 1800	UT 1900	UT 2000	UT 2100	UT 2200	UT 2300	UT 2400	UT 2500	UT 2600	UT 2700	UT 2800	UT 2900	UT 3000	

EEC ORIGINAL PKG

PC ORIGINAL PKG

ANTENNA POSITION #		POST 1	POST 2	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200
ANTENNA POSITION #		POST 1	POST 2	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200
ANTENNA POSITION #		POST 1	POST 2	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200	UT 200

PC ORIGINAL PKG

EEC ORIGINAL PKG

ANTENNA POSITION 1	ANTENNA POSITION 2	ANTENNA POSITION 3	ANTENNA POSITION 4	ANTENNA POSITION 5	ANTENNA POSITION 6	ANTENNA POSITION 7	ANTENNA POSITION 8	ANTENNA POSITION 9	ANTENNA POSITION 10													
ANTENNA MAKE / MODEL	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC	SIGNAL-RINC													
ANTENNA VERTICAL COMPONENT	Omni	Omni	Omni	Omni	Omni	Omni	Omni	Omni	Omni													
ANTENNA HGT. H. M. H. BAND	80X11 92.1	80X11 92.1	80X11 92.1	80X11 92.1	80X11 92.1	80X11 92.1	80X11 92.1	80X11 92.1	80X11 92.1													
ANTENNA WEIGHT	42.4	42.4	42.4	42.4	42.4	42.4	42.4	42.4	42.4													
ANTENNA LENGTH	0	0	0	0	0	0	0	0	0													
MOUNTING DECLINATION	162.05	162.05	162.05	162.05	162.05	162.05	162.05	162.05	162.05													
ANTENNA TYPE	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT	FEEDER AMOUNT													
VERTICAL SEPARATION FROM ANTENNA ABOVE IT OR IN TD																						
VERTICAL SEPARATION FROM ANTENNA BELOW IT OR IN TD																						
HORIZONTAL SEPARATION FROM CLOSER ANTENNA TO RIGHT CENTER LINE IN SECTOR LINE OR SECTOR LINE																						
HORIZONTAL SEPARATION FROM CLOSER ANTENNA TO LEFT CENTER LINE IN SECTOR LINE OR SECTOR LINE																						
HORIZONTAL SEPARATION FROM ANOTHER ANTENNA (which within 8 ft of tower)																						
WIND AMPLITUDE (BTMMODEL)																						
POLARIZATION (BTMMODEL)																						
DC FILTER (BTMMODEL)																						
DC BLOCK (BTMMODEL)																						
THRU (BTMMODEL)																						
CONNECT INDICATOR FOR TWR (BTMMODEL)																						
FILTER (BTMMODEL)																						
FIBER TRUNK (BTMMODEL)																						
DC TRUNK (BTMMODEL)																						
REPEATER (BTMMODEL)																						
RFN - 200 band (BTMMODEL)	1																					
RFN - 190 band (BTMMODEL)																						
RFN - 180 band (BTMMODEL)																						
RFN - 170 band (BTMMODEL)																						
RFN - 160 band (BTMMODEL)																						
RFN - 150 band (BTMMODEL)																						
RFN - 140 band (BTMMODEL)																						
RFN - 130 band (BTMMODEL)																						
RFN - 120 band (BTMMODEL)																						
RFN - 110 band (BTMMODEL)																						
RFN - 100 band (BTMMODEL)																						
RFN - 90 band (BTMMODEL)																						
RFN - 80 band (BTMMODEL)																						
RFN - 70 band (BTMMODEL)																						
RFN - 60 band (BTMMODEL)																						
RFN - 50 band (BTMMODEL)																						
RFN - 40 band (BTMMODEL)																						
RFN - 30 band (BTMMODEL)																						
RFN - 20 band (BTMMODEL)																						
RFN - 10 band (BTMMODEL)																						
Local Model Name 1																						
Local Model Name 2																						
Local Model Name 3																						
PORT NUMBER	USED (MHz)	ATOLL TWR	ATOLL CELL ID	TOWER	TECHNOLOGY / PRECEDENT	ANTENNA ATOLL	ANTENNA CHAN	ELECTRICAL AZIMUTH	ELECTRICAL TILT	RFN LOCATION (frequency)	POWER TYPE	POWER (Watts)	MAX TX POWER (Watts)	TRANSMISSION OF TLT (BTMMODEL)	TRANSMISSION OF TLT (BTMMODEL)	SEPARATION OF MODULES	MATCHING NETWORK (Watts)	AMP (Watts)	Antenna Port Name	Other Antenna	CELL ID (BTMMODEL)	
PORT 1	14496 A 700.4				VTE 100	HEADSET-UB	17.1	0	4	TOP	FIBER	45	45									
PORT 2	14498 A 800.3				VTE 1000	HEADSET-UB	17.1	0	4	TOP	FIBER	15	15									
PORT 3	14498 A 800.3				VTE 1000	HEADSET-UB	17.1	0	4	TOP	FIBER	15	15									
PORT 4	14498 A 800.3				VTE 1000	HEADSET-UB	17.1	0	4	TOP	FIBER	15	15									
PORT 5					VTE 1000	HEADSET-UB	17.1	0	4	TOP	FIBER	15	15									
PORT 6					VTE 1000	HEADSET-UB	17.1	0	4	TOP	FIBER	15	15									

ANTENNA POSITION 1	PORT 1	CONTR	NO. POINTS	TYPE	PRICE AT 1000 MHz	NO														
	PORT 1	CONTR	171	CONTR	CONTR AT 1000 MHz	NO														
	PORT 4	CONTR	171	CONTR	CONTR AT 1000 MHz	NO														

ANTENNA POSITION 4	PORT 1	CONTR	NO. POINTS	TYPE	PRICE AT 1000 MHz	NO														
	PORT 1	CONTR	171	CONTR	CONTR AT 1000 MHz	NO														
	PORT 4	CONTR	171	CONTR	CONTR AT 1000 MHz	NO														

EEC ORIGINAL PKG

PC ORIGINAL PKG

ANTENNA POSITION #		PORT #		TYPE		MATERIAL		DIMENSIONS		WEIGHT		VOLUME		VALUE		STATUS		DATE		REVISION	
PORT 1	PORT 2	PORT 1	PORT 2	TYPE 1	TYPE 2	MATERIAL 1	MATERIAL 2	LEN	WID	HGT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT	WT
14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004
14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004	14778 B 2004	15120 B 2004

EEC ORIGINAL PKG

PC ORIGINAL PKG

Section 17C - FINAL TOWER CONFIGURATION - SECTOR C

ANTENNA SECTION 1	ANTENNA SECTION 2	ANTENNA SECTION 3	ANTENNA SECTION 4	ANTENNA SECTION 5	ANTENNA SECTION 6	ANTENNA SECTION 7	ANTENNA SECTION 8	ANTENNA SECTION 9	ANTENNA SECTION 10	ANTENNA SECTION 11	ANTENNA SECTION 12	ANTENNA SECTION 13	ANTENNA SECTION 14	ANTENNA SECTION 15	ANTENNA SECTION 16	ANTENNA SECTION 17	ANTENNA SECTION 18	ANTENNA SECTION 19	ANTENNA SECTION 20	ANTENNA SECTION 21	ANTENNA SECTION 22	ANTENNA SECTION 23	ANTENNA SECTION 24	ANTENNA SECTION 25	ANTENNA SECTION 26	ANTENNA SECTION 27	ANTENNA SECTION 28	ANTENNA SECTION 29	ANTENNA SECTION 30	ANTENNA SECTION 31	ANTENNA SECTION 32	ANTENNA SECTION 33	ANTENNA SECTION 34	ANTENNA SECTION 35	ANTENNA SECTION 36	ANTENNA SECTION 37	ANTENNA SECTION 38	ANTENNA SECTION 39	ANTENNA SECTION 40	ANTENNA SECTION 41	ANTENNA SECTION 42	ANTENNA SECTION 43	ANTENNA SECTION 44	ANTENNA SECTION 45	ANTENNA SECTION 46	ANTENNA SECTION 47	ANTENNA SECTION 48	ANTENNA SECTION 49	ANTENNA SECTION 50
ANTENNA SECTION 1																																																	
ANTENNA SECTION 2																																																	
ANTENNA SECTION 3																																																	
ANTENNA SECTION 4																																																	
ANTENNA SECTION 5																																																	
ANTENNA SECTION 6																																																	
ANTENNA SECTION 7																																																	
ANTENNA SECTION 8																																																	
ANTENNA SECTION 9																																																	
ANTENNA SECTION 10																																																	
ANTENNA SECTION 11																																																	
ANTENNA SECTION 12																																																	
ANTENNA SECTION 13																																																	
ANTENNA SECTION 14																																																	
ANTENNA SECTION 15																																																	
ANTENNA SECTION 16																																																	
ANTENNA SECTION 17																																																	
ANTENNA SECTION 18																																																	
ANTENNA SECTION 19																																																	
ANTENNA SECTION 20																																																	
ANTENNA SECTION 21																																																	
ANTENNA SECTION 22																																																	
ANTENNA SECTION 23																																																	
ANTENNA SECTION 24																																																	
ANTENNA SECTION 25																																																	
ANTENNA SECTION 26																																																	
ANTENNA SECTION 27																																																	
ANTENNA SECTION 28																																																	
ANTENNA SECTION 29																																																	
ANTENNA SECTION 30																																																	
ANTENNA SECTION 31																																																	
ANTENNA SECTION 32																																																	
ANTENNA SECTION 33																																																	
ANTENNA SECTION 34																																																	
ANTENNA SECTION 35																																																	
ANTENNA SECTION 36																																																	
ANTENNA SECTION 37																																																	
ANTENNA SECTION 38																																																	
ANTENNA SECTION 39																																																	
ANTENNA SECTION 40																																																	
ANTENNA SECTION 41																																																	
ANTENNA SECTION 42																																																	
ANTENNA SECTION 43																																																	
ANTENNA SECTION 44																																																	
ANTENNA SECTION 45																																																	
ANTENNA SECTION 46																																																	
ANTENNA SECTION 47																																																	
ANTENNA SECTION 48																																																	
ANTENNA SECTION 49																																																	
ANTENNA SECTION 50																																																	

EEC ORIGINAL PKG

PC ORIGINAL PKG

ANTENNA POSITION 4		PORT 1	PORT 2	PORT 3	PORT 4	PORT 5	PORT 6	PORT 7	PORT 8	PORT 9	PORT 10	PORT 11	PORT 12	PORT 13	PORT 14	PORT 15	PORT 16	PORT 17	PORT 18	PORT 19	PORT 20
NAME	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
TYPE	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
MANUFACT	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
WAVELENGTH	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000

EEC ORIGINAL PKG

PC ORIGINAL PKG

SHEET INDEX

NO.	DESCRIPTION
T1	TITLE SHEET
S1	SURVEY (1) SHEET
S2	NOTES & SPECIFICATIONS
S3	NOTES & SPECIFICATIONS
S4	NOTES & SPECIFICATIONS
S5	NOTES & SPECIFICATIONS
A1	OVERALL SITE PLAN
A1.1	COMPOUND PLAN & LEGEND
A2	EQUIPMENT PLAN
A3	TOWER ELEVATION & ANTENNA PLAN
A4	SCHEDULE & CABLE NOTES
A5	ANTENNA, RINQ, RINQA, & RANCCAP DETAILS
A5.1	DETAILS
A5.2	DETAILS
A5.3	DETAILS
A5.4	CANOPY DETAILS
A6	WALL/CURB/COMBET DETAILS
A7	GENERATOR DETAILS
A7.1	GENERATOR DETAILS
A7.2	GENERATOR DETAILS
A8	CONCRETE PAD DETAILS
A9	FENCE DETAILS
A10	SITE GRADING PLAN
A11	EROSION CONTROL DETAILS
A12	GRADING DETAILS
E1	OVERALL UTILITY PLAN
E1.1	ENLARGED UTILITY PLAN
E2	ENLARGED UTILITY PLAN
E2.1	HERBAGE DETAILS
E3	HERBAGE DETAILS
E4	PANEL SCHEDULES
E5	DC WIRING DIAGRAM
E6	COMPOUND GRONDING PLAN
G1	GRONDING PLAN & RISER DIAGRAM
G2	GRONDING PLAN & NOTES
G3.1	GRONDING DETAILS
G3.2	GRONDING DETAILS
REMARKS	REMARKS REQUIREMENTS

SCOPE OF WORK

1. NEW PERCHED TELECOMMUNICATIONS COMPOUND
2. NEW PERCHES, RISES, AND FIBER UTILITIES
3. NEW SELF-SUPPORT TOWER
4. NEW ANTENNAS & (2) NEW RRU'S
5. WUC PLATFORM & GENERATOR ON CONCRETE PAD

PROFESSIONAL LICENSURE

I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL REQUIREMENTS OF THE CALIFORNIA PROFESSIONAL ENGINEERING ACT AND THE CALIFORNIA ELECTRICAL BOARD ACT AND THE CALIFORNIA ELECTRICAL BOARD REGULATIONS OF THE CALIFORNIA LOCAL BUILDING CODE.

EXPIRES: _____ SIGNED: _____

REGIONAL MAP



VICINITY MAP



CITY SWITCH
CITY SWITCH SITE # CAC008

AT&T
AT&T SITE # CAL03747

BRAWLEY
SITE NAME
BRAWLEY
SITE ADDRESS
3574 CA-115
BRAWLEY, CA 92227

AT&T USED #
15797966
321287

PROJECT INFORMATION

LATITUDE: 32.816228°
LONGITUDE: -115.868177°
APN: 041-200-018

SITE TYPE: SELF-SUPPORT TOWER
JURISDICTION: IMPERIAL COUNTY
COUNTY: IMPERIAL COUNTY
OVERALL STRUCTURE HEIGHT: 210' A.G.L.
GROUND ELEVATION: -85.9' A.M.S.L.

APPLICANT: CITY SWITCH
1800 GENTLEWAY PL NE
SUITE 320
ATLANTA, GA 30345
(404) 857-4559

ARCHITECT: GLEN L. HUNT III
1109 S. 1ST ST.
CHANDLER, AZ 85226
(602) 493-4614
FAX: (602) 321-1283

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

- 2018 CALIFORNIA STANDARDS CODE
- 2018 CALIFORNIA ELECTRIC CODE

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

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN CALIFORNIA (SOUTH), CALL DIG ALERT
TOLL FREE: 1-800-227-2800 OR
WWW.DIGALERT.ORG

CALIFORNIA STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

Know what's below. Call before you dig.

TITLE SHEET
SHEET NUMBER
T1

CITY SWITCH

AT&T

WESTCHESTER SERVICES, LLC
401 RITE CENTER
1000 WESTCHESTER BLVD
TELLEPHOS, AZ 85718
P.O. BOX 277100
PHOENIX, AZ 85027
WWW.WESTCHESTERSERVICES.COM

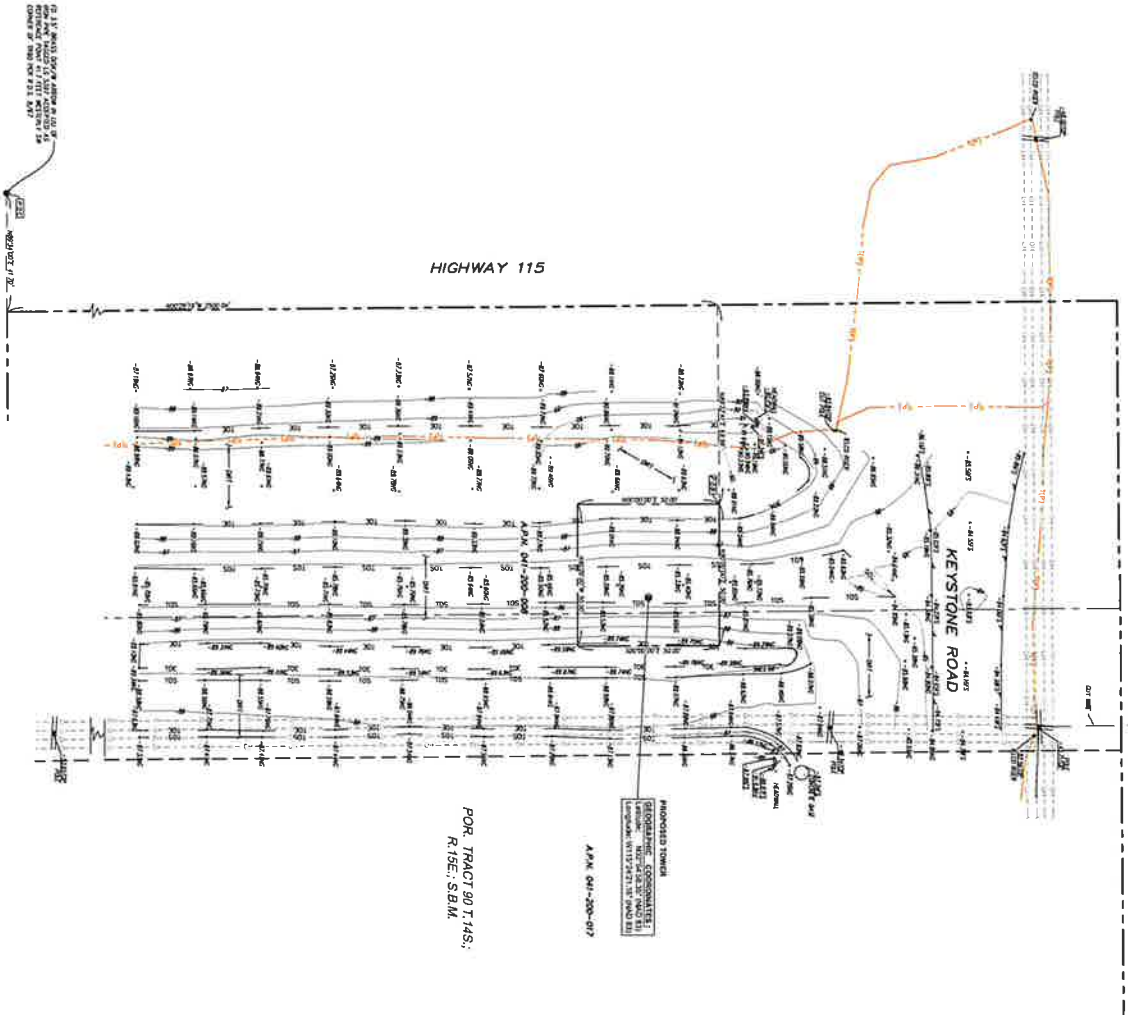
PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	09/20/23	PRELIMINARY
2	10/27/23	FOR REVIEW

DRAWN BY: _____

CHECKED BY: _____

1. I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL REQUIREMENTS OF THE CALIFORNIA PROFESSIONAL ENGINEERING ACT AND THE CALIFORNIA ELECTRICAL BOARD ACT AND THE CALIFORNIA ELECTRICAL BOARD REGULATIONS OF THE CALIFORNIA LOCAL BUILDING CODE.



LEGEND

- SYMBOLS
- PROPOSED TOWER
- PROPOSED UTILITY
- PROPOSED EASEMENT
- PROPOSED ROAD
- PROPOSED FENCE
- PROPOSED SIGN
- PROPOSED LIGHTING
- PROPOSED FLOOR FINISH
- PROPOSED FLOOR COVERING
- PROPOSED FLOOR TREATMENT
- PROPOSED FLOOR WALL
- PROPOSED FLOOR WINDOW
- PROPOSED FLOOR DOOR
- PROPOSED FLOOR STAIR
- PROPOSED FLOOR ELEVATION
- PROPOSED FLOOR FINISH
- PROPOSED FLOOR COVERING
- PROPOSED FLOOR TREATMENT
- PROPOSED FLOOR WALL
- PROPOSED FLOOR WINDOW
- PROPOSED FLOOR DOOR
- PROPOSED FLOOR STAIR
- PROPOSED FLOOR ELEVATION
- PROPOSED FLOOR FINISH
- PROPOSED FLOOR COVERING
- PROPOSED FLOOR TREATMENT
- PROPOSED FLOOR WALL
- PROPOSED FLOOR WINDOW
- PROPOSED FLOOR DOOR
- PROPOSED FLOOR STAIR
- PROPOSED FLOOR ELEVATION



NO.	DATE	REVISIONS	BY	UTILITY STATEMENT	PREPARED FOR	BASIS OF BEARINGS	BENCHMARK	SITE INFORMATION	SURVEYOR OF RECORD
0	02/24/22	SUBMITTAL	ML						
1	04/26/22	TITLE REPORT	ML						
2	07/19/22	UNDERGROUND UTILITY LINES	HP						
3	12/08/22	LEASE AREA DESCRIPTION	HP						



PLANT AND/OR FOUNDATION DESIGN IS THE RESPONSIBILITY OF THE ENGINEER. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OF THE FOUNDATION OR OTHER STRUCTURES.

HIGHWAY 115

KEYSTONE ROAD

PROPOSED TOWER

APR 041-200-017

FOR TRACT 901745;
R.15E., S.B.M.

Legal Description

Title Report
PREPARED BY
US LAKE OUTDOOR
DATE
FEB. 05, 2022

Assessor's Parcel No.
041-200-020-00

Easements
SEE SEPARATE SHEET FOR DETAILS

Lease Area

LEASE AREA IS THAT PORTION OF TRACT 901745, R.15E., S.B.M., AS SHOWN ON ATTACHED PLAT OF MAP OF THE TRACT, AND IS SUBJECT TO THE EASEMENTS AND ENCUMBRANCES THEREON AS SHOWN ON SAID PLAT. THE TRACT IS BOUND BY THE EAST LINE OF THE ROADWAY 115, THE SOUTH LINE OF THE ROADWAY 115, THE WEST LINE OF THE ROADWAY 115, AND THE NORTH LINE OF THE ROADWAY 115. THE TRACT IS BOUND BY THE EAST LINE OF THE ROADWAY 115, THE SOUTH LINE OF THE ROADWAY 115, THE WEST LINE OF THE ROADWAY 115, AND THE NORTH LINE OF THE ROADWAY 115.

Geographic Coordinates at Proposed Tower
NAD 83 - 3011246.27, 3824191.87
UTM Zone - 30N UTM Zone 30N
Datum - NAD 83
Projection - UTM

CAL VADR SURVEYING, INC.

411 Lakeside Cir., Suite 206, Corona, CA 92880
Phone: 951-260-0660 Fax: 951-260-9146
FID # 950037190 Website: www.cadvadr.com

EST. 1989

JOB NO. 22106

SHEET 1 OF 1

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
 CONTRACTOR / CM - CONSUMER
 CONTRACTOR - CONTRACTOR
 OWNER - AT&T WIRELESS
2. SITE WORK (IF APPLICABLE) SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
3. DRAWINGS PROVIDED HERE ARE NOT TO BE SCALED AND ARE INTENDED TO DEPICT THE DESIGN INTENT OF THE INSTALLATION.
4. ANY MATERIALS FINISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTORS 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.
5. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
6. 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.
7. CONTRACTOR / SUBCONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION.
8. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHALL BE THE SAME AS SHOWN ON THE DRAWINGS. 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.
9. N / A
10. N / A
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY REMOVE OF ALL GRAP MATERIALS SUCH AS GRASS, STUMPS AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.

SITE PREPARATION:

- SUB-CONTRACTOR'S SCOPE OF WORK**
1. PROTECTION OF EXISTING TREES/VEGETATION AND LANDSCAPING
 2. MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES
 3. CLEANING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DISORGANIZED TREES, AND SITE IMPROVEMENTS.
 4. PERSONAL STAFFING AND SUPPLYING OF MATERIALS, TOOLS, EQUIPMENT, BENCHMARKS, AND MONUMENTS.
- SUB-CONTRACTOR'S QUALITY ASSURANCE**
1. SUB-CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAMINATION 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 OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON SITE CAUSED BY INADEQUATE MAINTENANCE OR DAMAGE WILL BE THE RESPONSIBILITY OF THE SUB-CONTRACTOR AND COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE SUB-CONTRACTOR'S EXPENSE.

SITE WORK:

EARTHWORK AND DRAINAGE

- PART 1 - GENERAL**
1. WORK INCLUDED: SEE SITE PLAN.
 2. DESCRIPTIONS
 ACCESS DRIVE W/ TURFAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY CONDUIT SHALL BE CONSTRUCTED TO PROVIDE A WELL DRAINAGE, EASY MAINTENANCE, EXIST SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
 3. QUALITY ASSURANCE
 A. APPLY SOIL STABILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
 B. (IF APPLICABLE) MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER.
 C. PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
 D. SEQUENCING

- A. CONFORM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. COMPLETELY GRUB THE ACCESS DRIVE W/ TURFAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION. PLACE AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION. TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.
- C. BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- D. BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- E. APPLY SOIL STABILIZER PRIOR TO PLACING BASE MATERIALS.
- F. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURFAROUND TO BASE COURSE.
- G. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
- H. AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STABILIZER TO STONE SURFACES.

- 5. SUBMITTALS**
- A. BEFORE CONSTRUCTION IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, FURNISH TWO COPIES OF THE LANDSCAPE PLAN UNDER NURSERY LETTERHEAD, INCLUDING THE FOLLOWING INFORMATION:
 1. ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD (REFER TO PLANS FOR LANDSCAPING REQUIREMENTS).
 B. AFTER CONSTRUCTION
 1. MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STABILIZER.
 2. MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED
 3. LANDSCAPING WARRANTY STATEMENT.


- 6. WARRANTY**
- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE AND RESTORE THE AREA AS CLOSE TO ORIGINAL CONDITION AS POSSIBLE AT THE CONTRACTOR'S EXPENSE.
 B. SITE STABILIZATION APPLICATION TO GLABRANTE VEGETATION FREE ROAD AND SITE AREAS FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
 C. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.
 D. LANDSCAPING, IF INCLUDED WITHIN THE SCOPE OF THE CONTRACT, WILL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

PART 2 - PRODUCTS


1. MATERIALS
 A. SOIL STABILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID:
 TOTAL HILL PRODUCT 910 EPA 10299-7
 PHASUR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563-8000
 AMBUSH HERBICIDE EPA REGISTERED
 FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083
 (900) 528-4924
- B. ROAD AND SITE MATERIALS SHALL CONFORM TO TYPICAL SPECIFICATIONS TIL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- C. SOIL STABILIZER FABRIC SHALL BE MIRAF - 500X.

- PART 3 - EXECUTION**
1. INSPECTIONS
 LOCAL BUILDING INSPECTORS SHALL BE NOTICED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
 2. PREPARATION
 A. CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURFAROUND AND UNDERGROUND UTILITY EASEMENTS AS REQUIRED FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) INCHES OTHERWISE INSTRUCTED BY AT&T. TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
 C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL WITH STABILIZER. SOIL CONDITIONS ARE ENCOURAGED. LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS.


- 3. INSTALLATION**
- A. GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURFAROUND AS REQUIRED IN ORDER THAT UPON DISTRIBUTION OF SPOILS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADE, OR FINISHED GRADE FROM JOB SITE AND DO NOT SPREAD GRADE BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - B. BRING THE ACCESS DRIVE W/ TURFAROUND TO BASE COURSE ELEVATION TO SCHEDULED CONSTRUCTION AND OBSERVATION DURING CONSTRUCTION OF THE LEASE AREA.
 - C. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
 - D. THE CONTRACTOR SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED.
 - E. REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
 - F. GRADE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - G. THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - H. COVER THE AREA AS INDICATED.
 - I. APPLY REPAIR TO THE SIDE SLOPES OF ALL FINISHED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
 - J. APPLY REPAIR TO THE SIDES OF DITCHES OR DRAINAGE SWALES.
 - K. REPAIR THE DITCH FOR SIX (6) FEET IN ALL DIRECTIONS AT CALVERT OPENINGS.
 - L. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE REPAIRED.
 - M. DITCHES OR CONDUITS SHALL BE COVERED WITH GRASS, OR CULTIVARS BE PLACED IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
 - N. HEADWALLS IN THE DITCH AT CALVERT ENTRANCES, POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN 60 DEGREES OFF THE DITCH LINE. GRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CALVERT ENTRANCE.
 - O. ENCOURAGE ROOFTOP DRAINAGE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
 - P. SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER OF SEEDS AND LANDSCAPING AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REMOVE THE BASE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.




CITYSWITCH



AT&T



LCC



WESTCHESTER SERVICES

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

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

CHECKED BY: NSM

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

SITE NAME:
BRAVLEY
SITE ADDRESS:
BRAVLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
NOTES & SPECIFICATIONS

SHEET NUMBER
SP1

4. FIELD QUALITY CONTROL.
 - A. COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1587. AREAS OF SETTLEMENT WILL BE EXCAVATED AND RETIEED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
5. PROTECTION
 - A. PROTECT SEEDS AREAS FROM EROSION BY SPRINGING STRAIN TO A UNIFORM EROSION CONTROL MESH OR MULLCH NET WILL BE AN ACCEPTABLE ALTERNATIVE.
 - B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTED WIRE, AND SECURED TO 2" X 2" X 4'-0" WOODEN STAKES EXTENDING TWO-FOOT INTO THE GROUND ON FOUR SIDES.
 - C. PROTECT ALL EXPOSED AREAS AGAINST WASTEWATER AND SOIL EROSION. PLACE STEEL BAILS AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE ROAD LINE. STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE EROSION CONTROL CHANNELS TO PREVENT THEM FROM BEING WASHED AWAY. CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

TRENCHING.

1. MATERIALS SUB-CONTRACTOR SHALL:
 - A. FILL MATERIAL SHALL BE OBTAINED TO THE MAXIMUM EXTENT POSSIBLE FROM EXCAVATIONS ON SITE. THE STRUCTURE FILL SHOULD BE SLOTTED CONFORM TO LOCAL GOVERNING JURISDICTION AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL CONTAIN NO ORGANIC MATERIAL, ROCKS, OR OBJECTIVE MATERIALS AND/OR MATERIALS CONTAMINATED AS HAZARDOUS TO THE ENVIRONMENT.
 - B. ALL MATERIAL SHALL BE PLACED IN THE TRENCH WITH THE MATERIAL BACKFILL OR BORROW SOIL SHALL BE PLACED IN 8" LOOSE LIFTS.
2. DEPTH DETECTION AND IDENTIFICATION SUB-CONTRACTOR SHALL:
 - A. UTILITY WARNING TAPE. ALL UTILITY SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.
3. TRENCH EXCAVATION SUB-CONTRACTOR SHALL:
 - A. DUG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
 - B. TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT WITHOUT ENDANGERING DIRECTOR OF EXCESS AND UNSATURABLE EXCAVATION PROPERLY AS DIRECTED BY THE CONSTRUCTION MANAGER.
 - C. USE HAND TRENCHING METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES AND OTHER FACILITIES.

4. TRENCH PROTECTION SUB-CONTRACTOR SHALL:
 - A. PROTECT MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AND OPERATIONS FROM TRAFFIC.
 - B. SHEETING AND BRACING TO MEET OR EXCEED OSHA REQUIREMENTS.
5. BACKFILLING SUB-CONTRACTOR SHALL:
 - A. NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
 - B. BACKFILL TRENCH WITH LIFTS UP TO 6" LOOSE MEASURE.
 - C. PROTECT CONDUIT FROM LATERAL MOVEMENT AND DAMAGE FROM IMPACT OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR 6" OF COVER IS OVER CONDUIT.
6. COMPACTION SUB-CONTRACTOR SHALL:
 - A. COMPACT BACKFILL TO 95% MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3% OF OPTIMUM MOISTURE CONTENT.
 - B. FILL REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE, REPLACE WITH COMPACTED MATERIAL TO THE REQUIRED DENSITY, AND REMOVE ANY SUBSEQUENT SETTLEMENT OF MATERIALS OF STRUCTURE BACKFILL DURING THE MAINTENANCE PERIOD SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL PROMPTLY BE CORRECTED.

FENCING AND GATES(S)

PART 1 - GENERAL

1. WORK INCLUDED SEE PLAN FOR SITE AND LOCATION OF FENCE AND GATE(S).
2. QUALITY ASSURANCE ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION SHALL BE GALVANIZED OR STAINLESS STEEL UNLESS OTHERWISE SPECIFIED.
3. EQUIVOCATION IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE GRADE (PRIOR TO THE FENCE CONSTRUCTION), FENCE POST EXCAVATION SHALL BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAND SURFACE SUBMITTALS.
4. MANUFACTURER'S DESCRIPTIVE LITERATURE.
 - A. CERTIFICATE OF COMPLIANCE WITH THE SPECIFICATIONS.

PART 2 - PRODUCTS

1. FENCE MATERIAL
 - A. ALL FENCE SHALL BE 42-GAUGE, TYPE 304, 1.85-1.95 INCH THICK GALVANIZED STEEL OR 40-GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-382 CLASS B. DOUBLE-STRAND, 19-1/2 GAUGE TWISTED WIRE WITH 14-GAUGE, 4-POINT ROUND BARS SPACED ON 19-1/2 INCH CENTERS.
 - B. FABRIC SHALL BE SIX-FOOT HIGH TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-382 CLASS B. DOUBLE-STRAND, 19-1/2 GAUGE TWISTED WIRE WITH 14-GAUGE, 4-POINT ROUND BARS SPACED ON 19-1/2 INCH CENTERS.
 - C. SHALL BE TYPE 1 ASTM A-118 AND OF THE FOLLOWING DIMENSIONS:
 - 2- SCHEDULE 40 (2 3/8" O.D.) CORNER 3' SCHEDULE 40 (3 1/2" O.D.)
 - 3- SCHEDULE 40 (3 1/2" O.D.) HORIZONTAL
 - 4- SCHEDULE 40 (3 1/2" O.D.) HORIZONTAL
 - D. PROVIDE FOR ATTACHMENT OF BARBED WIRE.
 - F. ALL TOP AND BRACE RAILES SHALL BE 1/2" DIAMETER SCHEDULE - 40 MECHANICAL-SERVICE PIPE.
 - E. GATE FRAMES AND BRACES SHALL BE 1.80 INCH DIAMETER SCHEDULE 40 GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE. SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
 - F. GATE HINGERS SHALL BE MERCHANT'S METAL MODEL 8488 HINGE ADAPTER WITH HINGES SHALL BE 1-1/2 INCH DIAMETER DOUBLE GATE LATCHES. SEE DETAIL.
 - G. LATCHES AND STOPS SHALL BE PROVIDED FOR ALL GATES.
 - H. HINGED ROD COMPLETE WITH RECEPTION TO BE PROVIDED AT THE INACTIVE END OF THE ROD.
 - I. ALL STOPS SHALL HAVE KEYPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
 - J. A NO. 7 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC TERMINATED WITH BAND CLIPS AT CORNER AND DATE POSTS. ATOP ELEVATION SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT PLACED AT LINE POSTS.
 - K. STRETCHER BARS SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT TUBULAR STEEL AND PANELS SHALL HAVE A 3/8-INCH TRUSS ROD WITH 1/2-INCH END CAPS AND 1/2-INCH END CAPS AND 1/2-INCH END CAPS.
 - L. ALL POSTS EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING RAIL. GATE POSTS SHALL HAVE A DOME CAP.
 - M. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO THE CLIPS, BAND CLIPS U, BARBED WIRE SUPPORT RAILS SHALL BE FITTED WITH DOME CAPS.
 - N. ALL CAPS SHALL BE MALLEABLE IRON, DOME OR ADOBN SHAPED AS REQUIRED BY THE USE OF CONCERNATION HAS BEEN SPECIFIED, 24-INCH DIAMETERS COLL BARBED TAPE, STAINLESS STEEL, CYCLONE FENCE MODEL RAIL TO TYPE III SHALL BE FURNISHED. IT SHALL BE SUPPORTED ABOVE THE TOP RAIL BY USE OF SIX(6) WIRE BARBED WIRE ARMS POSITIONED ATOP EACH LINE/CORNER POST.

PART 3 - EXECUTION

1. INSPECTION
 - A. TO OBTAIN PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.
2. INSTALLATION
 - A. FOUNDATIONS SHALL HAVE A MINIMUM SIX (6) INCH CONCRETE COVER UNDER POST.
 - B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB; ONE QUARTER (1/4) INCH BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT FENCE(15) INCH INTERVALS.
 - C. FENCE POSTS SHALL BE ATTACHED WITH BAND-CLIPS AT TRUSS RODS WITH THE CLIPS AT TWO (2) FOOT INTERVALS.
 - D. FENCING SHALL BE INSTALLED WITH END GRAB ASSESSIBLE FROM BOTH SIDES.
 - E. GATE HINGE BOLTS SHALL HAVE THEIR THREADS FERRED OR WELDED TO PREVENT UNAUTHORIZED REMOVAL.
 - F. CONCRETE TO BE A MINIMUM OF 3,000 PSI.

3. PROTECTION

- A. UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR MULTIVALEN BREAKS WITH ZINC-BASED PAINT, COLOR TO MATCH THE GALVANIZED METAL.
- B. APPLYABLE STANDARDS
 - ASTM-A1123 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
 - ASTM-A1132 STANDARD SPECIFICATION FOR ZINC CHAIN LINK FENCE.
 - ASTM-A1132 STANDARD SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE.
 - ASTM-A481 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE.
 - ASTM-A492 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED WITH ZINC-ALUMINUM FLUX COATING FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP.
 - ASTM-A530 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.
 - FEDERAL SPECIFICATION 98-A-10 - FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES)

4. METALS

1. PART 1 - GENERAL
 - A. SECTION INCLUDES:
 - 1. STRUCTURAL FRAMING MEMBERS, BASE PLATES, PLATES, BARS, THREADED STRUCTURAL FASTENERS, ANTENNA SUPPORT ASSEMBLIES, GRATING, STEEL PLATFORMS AND PEDDESTAL SUPPORTS, AND GROUNDING UNDER BASE PLATES.
 - B. QUALITY ASSURANCE
 - 1. FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC REQUIREMENTS AND THE STRUCTURAL FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
 - 2. PERSON DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.
2. PART 2 - PRODUCTS
 - A. MATERIALS:
 - 1. STRUCTURAL STEEL MEMBERS:
 - A. ASTM A472, GRADE 50
 - B. ASTM A500, GRADE B
 - C. PIPE:
 - 1. ASTM A53, TYPE E OR S, GRADE B
 - D. BOLTS, NUTS, AND WASHERS:
 - 1. ASTM A325
 - 2. ASTM A502
 - 3. ASTM A503
 - E. ANCHOR BOLTS:
 - 1. ASTM A307
 - F. WELDING MATERIALS:
 - 1. E70T1-1, TYPE REQUIRED FOR MATERIALS BEING WELDED.

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: JMN
CHECKED BY: JMN
DATE: 04/20/23
DESCRIPTION: PRELIMINARY FOR REVIEW

NUMBER CORRECT THAT THIS PLAN HAS BEEN REVISED BY THE CITY OF LAS VEGAS OR CORRECTING ARCHITECT UNDER THE LAND OF THE ENGINEER'S CHARGE

NO.	DATE	DESCRIPTION
1	04/20/23	PRELIMINARY
2	05/09/23	FOR REVIEW

SHEET TITLE & SPECIFICATIONS

SHEET NUMBER
SP2

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

WESTCHESTER SERVICES, LLC
5148 RIVERVIEW BLVD
LAS VEGAS, NV 89121
TEL: 702.798.9200
P.O. BOX 1401277
LAS VEGAS, NV 89112

METALS CONTINUED

- G. GROUP: NON-SHRINK TYPE, PREPARED COMPOUND CONSISTING OF NOMINALLY AGGREGATE, CEMENT, WATER REDUCING AND PLASTER ADHESIVE, AND A MIXTURE OF POLYMER AND COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.
- H. SHOP AND TOUCH-UP PRIMER: SSPC 15, TYPE 1, RED OXIDE
- I. TOUCH-UP PRIMER FOR GALV. SURFACES: ZINC RICH TYPE
- 2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.
- 3. FINISH: PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SP-10 PROCEDURES.
- B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

PART 3 - EXECUTION

- EXAMINATION AND PREPARATION:
 - 1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.
- ERECTOR:
 - 1. ALLOW FOR ERECTION LOADS, PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
 - 2. NO UNAUTHORIZED WELDING SHALL BE PERFORMED ON GROUND CAST-IN-PLACE CONCRETE. ALL WELDING SHALL BE PERFORMED IN ACCORDANCE WITH THE WELDING SOCIETY AWS D11.1 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
 - 3. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT/ENGINEER.
 - 4. ARCHITECT/ENGINEER TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS).
- FIELD QUALITY CONTROL:
 - 1. FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS AND BOLT / NUT TORQUE.
- CONCRETE:**
 - 1. WORK INCLUDES FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.
 - 2. INSPECTIONS
 - A. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR THE SCOPE OF WORK BEING PERFORMED.
 - B. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE ATKINWHELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
 - C. THE ATKINWHELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.
 - 3. QUALITY ASSURANCE
 - A. CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.
 - B. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A194.
 - C. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-90.
 - 4. SUBMITTALS
 - A. SUBMIT CONCRETE MIX DESIGN AND REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY ATKINWHELESS CONSTRUCTION MANAGER/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN EITHER FORM OF TWO (2) CONCRETE MIX DESIGN INFORMATION SHEETS AND TWO (2) BULKHEAD DRAWINGS FOR REINFORCING STEEL.

PART 2 - PRODUCTS






- 1. REINFORCEMENT MATERIALS
 - A. REINFORCEMENT STEEL: ASTM A615, 80KSI YIELD GRADE REINFORCING STEEL, RIBS, FLAT FINISH.
 - B. WELDED STEEL WIRE FABRIC: ASTM A195 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 A194.
- 2. CONCRETE MATERIALS
 - A. CEMENT: ASTM C150, PORTLAND TYPE.
 - B. FINE AND COURSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHODS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BETWEEN OR BETWEEN REINFORCING.
 - C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.
 - D. AIR ENTRAINING ADJUNCTIVE: ASTM C280.
 - E. BONDING AGENT: LATEX EMULSION FOR BONDING NEW TO OLD CONCRETE AS MANUFACTURED BY DAYTON SUPERIOR.
 - F. NON-SHRINK GROUT: PREPARED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTERING AGENTS.
- 3. CONCRETE MIX
 - A. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE A.C.I. REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
 - B. MIX AND DELIVER CONCRETE IN ACCORDANCE WITH ASTM C94, 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 AND/OR AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER 19 SHALL BE SATISFIED BASED ON THE COMPREHENSIVE STRENGTH OF THE CONCRETE AS FOLLOWS:
 - 1. SLUMP : 3 INCHES.
 - 2. SLUMP : 3 INCHES.

- EXECUTION:
 - 1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS
 - A. THE CONTRACTOR SHALL CORRODATE AND GROSS CHECK ARCHITECTURAL, BUILDING AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.
 - B. PROVIDE FORMED OPENINGS WHERE REQUIRED FOR WORK TO BE EMBEDDED IN AND PASSING THROUGH CONCRETE MEMBERS.
 - C. CORRODATE WORK OF OTHER SECTIONS IN FORMING AND SETTING OPENINGS, SLOTS, RECESSES, CHASES, SLEEVES, BOLTS, ANCHORS, AND OTHER INSERTS.
 - D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL, AND PLUMB.
 - 2. REINFORCEMENT PLACEMENT
 - A. PLACE REINFORCEMENT, SUPPORTED AND SECURED AGAINST DISPLACEMENT.
 - B. EXPOSE REINFORCING IS CLEAN, FREE OF LOOSE SCALE, DIRT, OR OTHER FOREIGN COATINGS.
 - C. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
 - D. MINIMUM CONCRETE COVER FOR REINFORCING SHALL BE 3 INCHES UNLESS NOTED OTHERWISE.
 - E. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES OR BE LESS THAN 2 INCHES.

3. PLACING CONCRETE

- A. VIBRATE ALL CONCRETE.
- B. ALL CONCRETE WORK SHALL ADHERE TO THE LATEST A.C.I. STANDARDS FOR WHEN POURING AND CURING PROCEDURES IF SEASONAL CONDITIONS APPLY.
- 4. CURING
 - A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURITY DRYING.
 - B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.
 - C. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.
- 5. FIELD QUALITY CONTROL:
 - A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-39.
 - B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING GOOD WEATHER PERIOD AND CURED ON JOB SITE UNDER THE SAME CONDITIONS AS THE CONCRETE IT REPRESENTS.
 - C. SUBMIT ONE (1) SLUMP TEST - TAKEN FOR EACH SET OF TEST CYLINDERS TAKEN.
 - D. DEFECTIVE CONCRETE
 - 1. MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE ATKINWHELESS CONSTRUCTION MANAGER.

- GENERAL ELECTRICAL NOTES:
 - 1. ALL ELECTRICAL MATERIALS, EQUIPMENT AND INSTALLATION PROCEDURES TO CONFORM WITH ATKINWHELESS SPECIFICATIONS.
 - 2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE OPENING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION OF THE ELECTRICAL SYSTEM. A WRITTEN REPORT OF THE ENGINEER LISTING ALL MATERIALS, FABRIC EQUIPMENT AND DISCREPANCIES.
 - 3. ALL MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NPA, AND "UL" LISTED.
 - 4. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED PER THE NEC, AND ALL APPLICABLE LOCAL CODES.
 - 5. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING OF 42,000 AIC.
 - 6. FOR COMPLETE MATERIAL LISTING AND ARRANGEMENT REFER TO VENDOR PRINTS.
 - 7. PATCH, REPAIR, AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
 - 8. PROVIDE ATKINWHELESS WITH ONE SET OF COMPLETE ELECTRICAL "AS-BUILT" DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.
 - 9. ALL SINGLE PHASE SELF CONTAINED LETTER CONNECTIONS MUST INCLUDE HORN TYPE BY-PASS PROVISION SO THAT SERVICES WILL NOT BE INTERRUPTED WHEN A WIRE IS REMOVED FROM THE SOCKET.
 - 10. ALL EQUIPMENT PANELS, OUTS AND CONDUITS (USED AND SPARE) TO BE ROENT PROTECTED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.
 - 11. NO SPOLS TO BE LEFT ON SITE WITHOUT THE WRITTEN CONSENT OF THE LANDOWNER.
 - 12. CONTRACTOR TO PROVIDE 2 PENDING LABELS AT LETTER ONE TO IDENTIFY ATKINWHELESS DISCONNECT AND THE OTHER TO GIVE THE SITE ADDRESS.
 - 13. ALL CONTRACTOR FINISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE PROJECT SHALL BE NEW AND UNUSED, OF CURRENT MANUFACTURE AND OF THE HIGHEST GRADE.

**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

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

*THESE CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM AN ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SHEET TITLE
**NOTES &
SPECIFICATIONS**

SHEET NUMBER
SP3

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

GENERAL ELECTRICAL NOTES (CONTINUED):

- ALL EQUIPMENT MATERIAL AND THE INSTALLATION METHODS SPECIFIED ON THE PROJECT DRAWINGS SHALL BE DESIGNED AND MANUFACTURED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, AND ALL STANDARDS AND CODES INCLUDING ANSI, IEEE, NEMA, NFPA AND UL, ALL AS REVISIONS AS OF THE DATE OF THIS WORK PACKAGE.
- ALL ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FINISHED SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND SPECIFICATIONS AND SHALL BE VISUALLY INSPECTED TO ENSURE THAT THE WORK IS UNQUALIFIED AND IS IN PROPER ALIGNMENT, INSTALLED TIGHT AND PROPERLY INSULATED WHERE REQUIRED. TESTS ARE OF THE PROPER TYPE AND SIZE, AND ELECTRICAL ENCLOSURES ARE OF THE PROPER NEMA TYPE.
- NOTIFY OWNER IN WRITING OF ALL DISCREPANCIES BETWEEN DRAWINGS / SPECIFICATIONS AND FIELD INSTALLATIONS, OR IF THE VISUAL INSPECTIONS SHOW DAMAGE OR IMPROPER INSTALLATION.
- THE EQUIPMENT AND MATERIALS SHALL BE FINISHED AND INSTALLED THE WEATHER.
- ELECTRICAL WORK REPRESENTED ON THE PROJECT DRAWINGS IS SHOWN EQUIPMENT SHALL BE PROVIDED IN THE FIELD AND REFERRED WITH THE OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
- PROVIDE WELDED GAGE BOLT OR THERMAL WELDING TYP. SINGLE BRACE OR TWO BRACE WELDED TO THE END OF THE BRACKET FOR ELECTRICAL WORK SHALL BE SINGLE HANDLE COMMON TRIP, SHORT CIRCUIT INTERRUPTING RATING SHALL BE AS REQUIRED FOR AVAILABLE FAULT CURRENTS. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL BE LISTED BY AN APPROVED LISTING AGENCY TO OR GREATER THAN THAT SHOWN ON THE PROJECT DRAWINGS.
- CONTRACTOR SHALL REMOVE ALL EXCAVATION, TRENCHING, THE EXCAVATING AND REMOVAL OF DEBRIS IN CONNECTION WITH THE INSTALLATION OF UNDERGROUND UTILITIES AND UNDERGROUND UTILITIES AND GROUND WITH THE FOUNDATION INSTALLATION. HAND DIGGING WILL BE PROVIDED IN THE COMPOUND ONLY.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS FOR EQUIPMENT INSTALLED AS PART OF THIS PROJECT. SUPPORTS SHALL CONSIST OF GALVANIZED STEEL FRAMES, PLATES, BRACKETS, RAILS AND OTHER SHAPES OF ADEQUATE SIZE AND FASTENED WITH BOLTS, SCREWS OR BY WELDING TO PROVIDE RIGID SUPPORT.
- CONTRACTOR SHALL CALL THE APPROPRIATE UTILITIES PROTECTION SERVICE BEFORE ANY UNDERGROUND WORK IS PERFORMED, SUCH AS TRENCHING, EXCAVATING, AND DRIVING GROUNDING RODS.
- 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 AIRMATELESS SPECIFICATIONS.

GENERAL RACEWAY NOTES:

- CONDUIT AND CONDUIT FITTINGS SHALL MEET ANSI AND NEC STANDARDS FOR MATERIAL AND WORKMANSHIP AND SHALL BE UL LISTED.
- RIGID STEEL CONDUIT SHALL CONFORM TO ANSI C901 AND REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE STAINLESS STEEL. MILD IRON STEEL, HOT DIP GALVANIZED WITH INSIDE AND OUTSIDE SURFACES PROTECTED WITH A ZINC COATING AND END FLOORS AND ENDS SHALL MEET THESE SAME REQUIREMENTS. FITTINGS SHALL BE OF THE GALVANIZED IRON OR STEEL THREADED TYPE.
- PVC CONDUIT SHALL CONFORM TO UL STANDARD 651-89 AND THE REQUIREMENTS OF NEC, PARAGRAPH 347. CONDUIT SHALL BE HEAVY WALL TYPE, SPECULUM 40 OR 80, AND SLIGHTLY RESISTANT. FITTINGS SHALL BE OF THE UNTHREADED SOLO-VENT GEOMET TYPE.
- EXIT CONDUIT FROM USE BEHIND WALLS OR ABOVE SUSPENDED CEILING(S) ONLY. ELECTRICAL METALLIC TUBING SHALL CONFORM TO ANSI C903 AND THE REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE PROTECTED ON EXTERIOR WITH A ZINC COATING AND ON INTERIOR SURFACES WITH EITHER A ZINC COATING OR LACQUER ENAMEL FINISH. FITTINGS SHALL BE ZINC COATED STEEL.
- MINIMUM CONDUIT SIZE SHALL BE 3/4". SIZES NOT SHOWN ON DRAWINGS SHALL BE PER NEC.

GENERAL CONDUCTOR NOTES:

- ALL SPARE CONDUITS SHALL HAVE A METALLIC PULL WIRE.
- CONDUIT SUPPORTS SHALL BE FINISHED AND INSTALLED BY THE ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH THE NEC, UNDERGROUND CONDUITS.
- INSTALL A WARNING TAPE TWELVE INCHES ABOVE EACH CONDUIT OR SET OF CONDUITS.
- IDENTIFY EACH CONDUIT AT BOTH ENDS. INSTALL MINIMUM OF 3'-0" BELOW THE FINISHED GRADE, OR DEEPER IF NOTED ON PLAN DRAWINGS.
- SLOPE A MINIMUM OF 4" PER 100'-0" TO DRAIN AWAY FROM BUILDINGS AND EQUIPMENT.
- USE MANUFACTURED ELECTRICAL ELBOWS AND FITTINGS FOR BELOW GRADE BEADS.
- MAKE JOINTS AND FITTINGS WATERTIGHT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
- INSTALL A COUPLING BEFORE EACH WALL PENETRATION.
- RESTORE SURFACE FEATURES DISTURBED BY EXCAVATION (AND TRENCHING) IN ALL AREAS.

GENERAL CONDUCTOR NOTES:

- ALL POWER, CONTROL, AND COMMUNICATION WIRING SHALL MEET NEMA-WK, ASTM, UL, AND NEC STANDARDS FOR MATERIAL AND WORKMANSHIP UNLESS OTHERWISE SPECIFIED.
- SERVICE ENTRANCE CONDUCTORS SHALL BE COPPER, 600 VOLT, SANDLIT RESISTANT, SUITABLE FOR WET LOCATIONS, IDENTIFIED WITH A WHITE MARKING AT EACH TERMINATION.
- CONDUCTORS FOR FEEDER AND BRANCH CIRCUITS SHALL BE COPPER 600 VOLT, THIN WALL / THIN WITH A MINIMUM SIZE OF #12 AWG.
- ALL CONDUCTOR ACCESSORIES INCLUDING CONNECTORS, TERMINATIONS, INSULATING MATERIALS, SUPPORT GRIPS, MARKER AND CABLE TIES SHALL BE FINISHED AND INSTALLED SUPPLIER'S INSTALLATION INSTRUCTIONS SHALL BE OBTAINED FOR PROPER USE OF THE ACCESSORIES WHILE INSTALLING THE ACCESSORIES AND SHALL BE AVAILABLE TO THE CONTRACTOR FOR REFERENCE.
- WHERE POSSIBLE, USE A 9 AWG AND SMALLER WIRE SHALL BE USED FOR THE PORTION OF THE INSULATION COVERING COLOR CODING OF WIRE LARGER THAN NO. 8 AWG MAY BE BY MEANS OF SELF-ADHESIVE WRAP AROUND TYPE MARKERS, PER NEC.
- TERMINAL CONNECTOR FOR CONDUCTORS 8 AWG AND LARGER SHALL BE PRESSURE OR BOLTED CLAMP TYPE BUNDLY QUIET, VARIOUS OR ACCEPTABLE EQUAL OR COMPRESSION TYPE, BUNDLY TYPE, VAV OR 3A (LONG BARREL), PANDUIT, TCA OR LCC, OR COMPANY-FINISHED EQUIPMENT MAY BE USED.
- TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED 100 VOLTS OR LESS SHALL BE USED ONLY FOR CONDUCTORS RATED 750 (667) CONDUCTORS WITH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE AMPLIFY OF EACH CONDUCTOR IS IDENTIFIED ON THE 750 (667) AMPLIFY OF THE CONDUCTOR SIZE USED.
- TERMINATION PROVISIONS OF EQUIPMENT FOR CIRCUITS RATED OVER 100 AMPERS, OR MARKED FOR CONDUCTORS LARGER THAN NO.1 SHALL BE USED ONLY FOR CONDUCTORS RATED 750 (667) CONDUCTORS WITH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE AMPLIFY OF EACH CONDUCTOR IS IDENTIFIED ON THE 750 (667) AMPLIFY OF THE CONDUCTOR SIZE USED.
- ALL 600 VOLT OR LESS WIRING WHERE COMPRESSION TYPE CONNECTORS ARE USED SHALL BE INSULATED WITH AT LEAST ONE COAT OF INSULATION, AND THE END OF THE WIRE SHALL THEN COVERED WITH TWO HALF THICK TUBES OF THE SAME TYPE AND COMPANY'S 33 PLUS (33+) PLASTIC TAPE OR 88 OUTDOOR TAPE.
- TERMINAL CONNECTORS FOR CONDUCTORS SMALLER THAN 8 AWG SHALL BE USED ONLY FOR CONDUCTORS RATED 750 (667) CONDUCTORS WITH HIGHER TEMPERATURE RATINGS SHALL BE PERMITTED, PROVIDED THE AMPLIFY OF EACH CONDUCTOR IS IDENTIFIED ON THE 750 (667) AMPLIFY OF THE CONDUCTOR SIZE USED.

GENERAL GROUNDING NOTES:

- ALL WORK SHALL COMPLY WITH THE LATEST ASET WIRELESS GROUNDING SPECIFICATIONS AND REQUIREMENTS.
- ALL METALLIC COMPONENTS ON THE SITE MUST BE GROUNDED TO THE GROUND RING, THIS INCLUDES STEEL, CONCRETE, AND OTHER METALS. ALL METALS SHALL BE GROUNDED TO THE SITE OR USED TO PROVIDE ACCESS TO UTILITIES OR CONTRACTOR'S SERVICES.
- ALL GROUND LEADS ABOVE GRADE SHALL BE INSTALLED IN 1/2" SEAL TIGHT.
- WHEN EARTH RESISTANCE TEST INDICATES THAT THE SOIL IS ABOVE ANNUAL ALLOWABLE RESISTANCE, THE CONTRACTOR SHALL ESTIMATE THE TYPE, NUMBER AND ARRANGEMENT OF EARTH ELECTRODES. CONTRACTOR SHALL ALSO CONSIDER THE USE OF EARTH RODS AS SHOWN FOR INSULATED EARTH RESISTANCE AT THE SITE BY METHODS INDICATED BELOW.
- CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN THE (5) OHMS PER AIRMATELESS SPECIFICATIONS.
- RUN ALL GROUND WIRES IN AN ORGANIZED MANNER, AND WIRING SHALL BE PROTECTED WHERE POSSIBLE, DO NOT RUN WIRES OVER CONCRETE SLAB.
- INSTALL ALL GROUND WIRES IN A DOWNWARD SLOPE FOR MECHANICAL PROTECTION.
- MAINTAIN ALL MINIMUM BENDING RADIUS OF THE GROUNDING WIRES.
- DO NOT REMOVE MORE INSULATION FROM THE GROUND WIRE THAN NECESSARY WHEN CONDUITING OR CROUPING IF EXCESS INSULATION IS UNACCEPTABLE AND WILL BE CORRECTED PER THE AIRMATELESS RESISTANCE TESTS.
- DOWN LEAD TO THE GROUND RING.
- ALL BARE TRANSPORER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE LATEST EDITION OF LIGHTNING PROTECTION CODE NFPA 780 AND AIRMATELESS STANDARDS.
- THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECT MEANS REQUIRED IN ACCORDANCE WITH ANY LOCAL CODE.
- ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CROWDED PROCESS (MECHANICAL, LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONDUCTORS SHALL INCLUDE ALL CABLE SPICES (TECK, X'S, ETC.) ALL CABLE CONNECTIONS TO GROUND ROOFS, GROUND ROD SPICES AND LIGHTNING PROTECTION SYSTEM AS SPECIFIED ON THE DRAWINGS. ALL CONNECTIONS SHALL BE MADE PER MANUFACTURER'S RECOMMENDATION AND PROCEDURES.
- ALL GROUNDING AND BONDING CONDUCTORS THAT ARE INSTALLED IN ACCORDANCE WITH THIS SPECIFICATION SHALL BE IDENTIFIED AS SUCH BY USING TWO HALF THICK TUBES (COMPRESSION) CONNECTORS FOR #2 AND #0 AWG INSULATED COPPER CONDUCTOR.
- 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' KOR-SHIELD (TM) OF LET LUBE, INC. THERE IS NO EQUIVALENT FOR THIS PRODUCT. NO OTHER COMPOUND WILL BE ACCEPTED. CONTACT THE MANUFACTURER FOR MORE INFORMATION ON THIS PRODUCT.
- ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL CONNECTIONS SHALL BE MADE TO THE BARE METAL SURFACE OF THE CONDUCTOR. GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL. SLAVG FROM CADWELD MUST BE REMOVED AND WELD SHALL BE SPRAYED WITH COLD GALVANIZING AFTER COMPLETION.

GENERAL GROUNDING NOTES (CONTINUED):

- FERRIS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. THE FOLLOWING MATERIALS AND TYPES MAY BE USED TO SUPPORT GROUNDING CONDUCTORS:
 - PLASTIC CLIPS
 - STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
 - FERRIS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
- ALL BELOW GRADE GROUNDING CONDUCTORS SHALL BE IDENTIFIED AS SUCH BY USING TWO HALF THICK TUBES (COMPRESSION) CONNECTORS FOR #2 AND #0 AWG INSULATED COPPER CONDUCTORS MAY BE EITHER OR 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
 - THE UNDERGROUND GROUND RING SHALL HAVE A #2 AWG BARE TINNED SOLID COPPER WIRE.
 - #2 AWG BARE TINNED SOLID COPPER WIRE WITH GREEN INSULATION SUITABLE FOR WET INSTALLATION (OR SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUNDING RING)
 - #2 BARE TINNED COPPER SHALL BE SOLID, ALL BUNDLED WIRE SHALL MEET THIS CRITERIA INCLUDING INSULATION ON THE DRAWINGS.
 - C. #2 AWG BARE TINNED SOLID COPPER WIRE
- THE MINIMUM BEND RADII IS 5" FOR #8 AWG AND SMALLER, AND 12 INCHES FOR WIRE LARGER THAN #8 AWG.
- ALL HARDWARE, BOLTS, WUTS, WASHERS, AND LOCK WASHERS SHALL BE #8 STAINLESS STEEL. EXCEPT FOR (BOLT-FLATWASHER-BUS-LOCK WASHER-NUT) IN THAT EXACT ORDER WITH NUT FACING OUTWARD, BACK TO BACK LUGGING SHALL BE (BOLT-FLATWASHER-BUS-LOCK WASHER-NUT) IN THAT EXACT ORDER WITH NUT FACING INWARD. TO CONNECT MANY LUGS TO A BUS BAR, STICKING OF LUGS, BUS-LUG, IS NOT ACCEPTABLE.
- THE COMPRESSION GROUND LUG FOR #2 AWG BARE SOLID GROUNDING CONDUCTORS SHALL BE BURNDY TYPE YAS-2TC.
- THE ANTERIOR CLIPS SHALL BE GROUNDED AT THE BOTTOM POINT OF THE WIRE. THE ANTERIOR CABLE SHIELD SHALL BE BOUND TO A COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTERIOR CABLE SHIELD SHALL BE GROUNDED TO THE GROUND RING. THE ANTERIOR CABLE SHIELD SHALL BE GROUNDED TO THE GROUND RING. THE ANTERIOR CABLE SHIELD SHALL BE KEPT AS CLOSE TO VERTICAL AS POSSIBLE. FLAT WASHER SUPPLIED WITH GROUND KEYS MUST BE REPLACED WITH SMALLER STAINLESS STEEL FLAT WASHERS. ALL STAINLESS STEEL FLAT WASHERS MUST BE STAINLESS STEEL AND KOR-SHIELD MUST BE USED ON BOTH SIDES OF THE GROUND BAR.

CITY SWITCH
AT&T
TELECOM SERVICES
WESTCHESTER SERVICES, INC.
 14010 YUKON CIRCLE
 HAZLETON, CA 92322
 TEL: 951-271-9900
 FAX: 951-271-9909
 4050 W. GARDEN AVENUE, SUITE 200
 WESTMINSTER, CO 80031

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY	REV
1	05/22/22	PRELIMINARY	SM	
2	05/22/22	FOR REVIEW		

THESE DRAWINGS SHALL BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED IN THE TITLE BLOCK. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CONSTRUCTION SERVICES IS STRICTLY PROHIBITED.

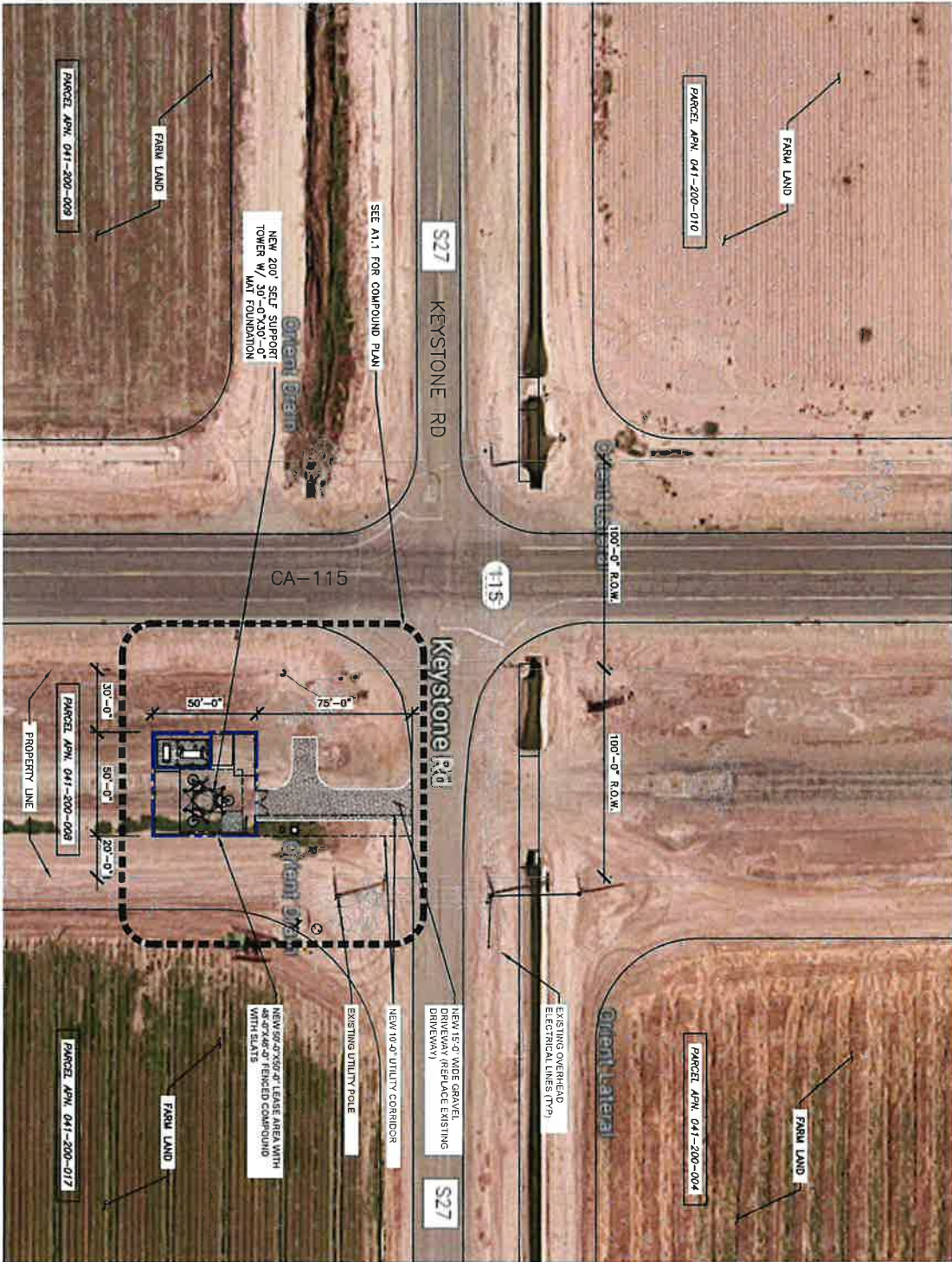
THESE DRAWINGS SHALL BE USED ONLY FOR THE PROJECT SPECIFICALLY IDENTIFIED IN THE TITLE BLOCK. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CONSTRUCTION SERVICES IS STRICTLY PROHIBITED.

SHEET TITLE & SPECIFICATIONS

SHEET NUMBER
SP4

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

OVERALL SITE PLAN



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

1

SHEET NUMBER
A1

OVERALL SITE PLAN

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

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

REV	DATE	DESCRIPTION
1	09/23/23	PRELIMINARY
2	10/02/23	FOR REVIEW

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MNI
CHECKED BY: RSM

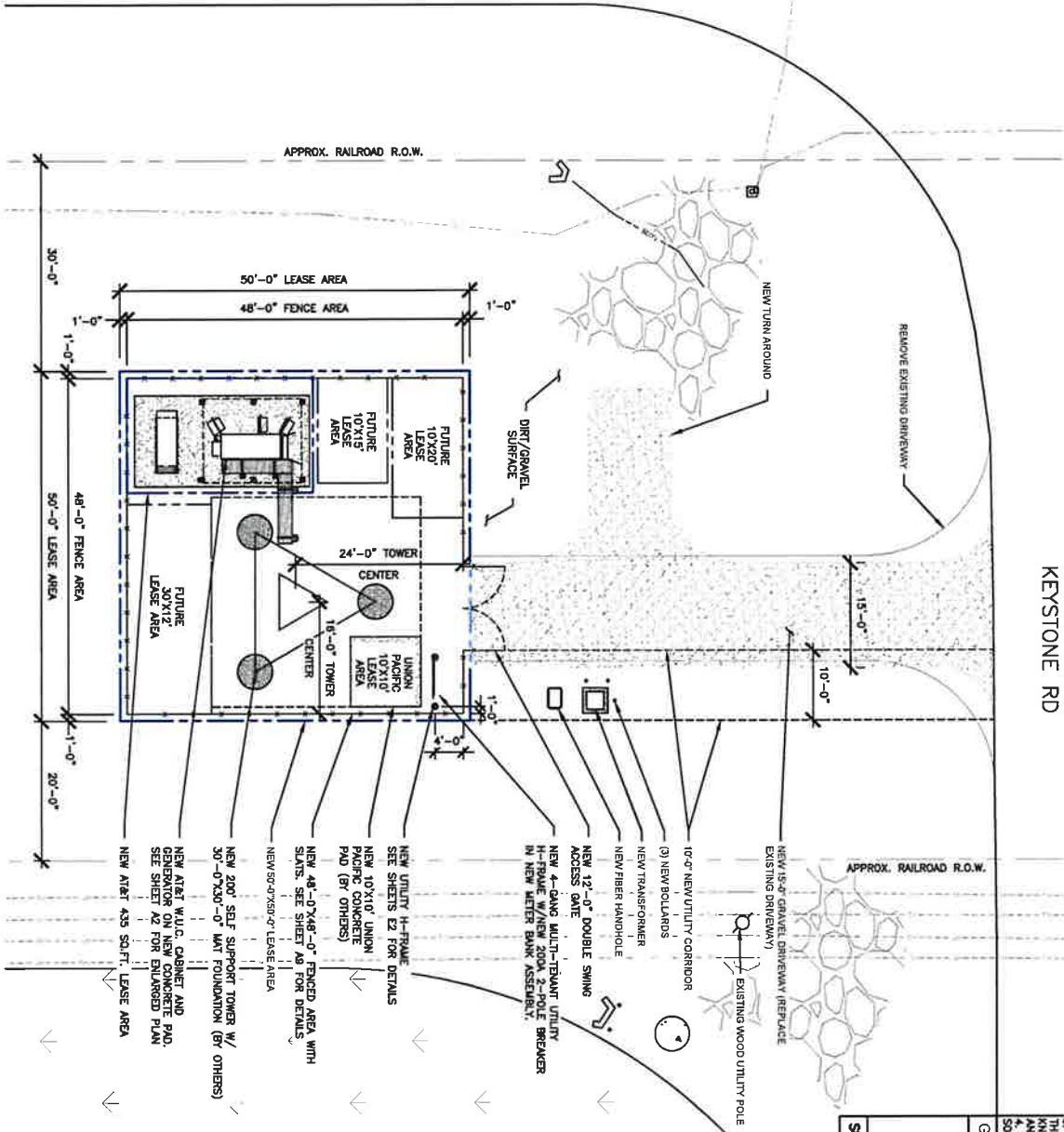
WESTCHESTER SERVICES, LLC
1504 RAY GLEN ROAD
BARTLETT, ILLINOIS
YAKA 60137-0000
www.westchesterservices.com



PC ORIGINAL PKG

COMPOUND PLAN

CA-115



KEYSTONE RD

1. ELEVATIONS ARE ABOVE MEAN SEA LEVEL UNLESS OTHERWISE SPECIFIED.
2. ALL EXISTING RECORDED EASEMENTS ARE INDICATED ON THIS DRAWING TO THE BEST OF THE ARCHITECT'S KNOWLEDGE PER VISUAL INSPECTION, SURVEY DRAWINGS, AND INFORMATION RECEIVED FROM Aerial PHOTOGRAPHS AND AERIAL PHOTOGRAPHS.
3. SOIL STABILIZATION METHODS IF NECESSARY.

GENERAL NOTES

3

LOCATION:	BASE OF TOWER
EASTING:	985.3'
NORTHING:	32' 54" 58.35" N (32.916208')
LONGITUDE:	115° 24' 21.16" W (-115.405877')
HORIZONTAL DATUM:	NAD83
VERTICAL DATUM:	NAVD83
SURVEY BENCHMARK/PROJECT DATUM	2

- NEW 15'-0" GRAVEL DRIVEWAY (REPLACE EXISTING DRIVEWAY)
- NEW 10'-0" DOUBLE SHING ACCESS GATE
- NEW 4'-0" GANG MULTIT-TRUNK UTILITY IN-TRENCH WITH 20'x4' POLE BREAKER IN NEW METAL BRAN ASSEMBLY
- NEW 10'-0" DOUBLE SHING ACCESS GATE
- NEW FIBER HANDHOLE
- NEW TRANSFORMER
- (3) NEW BOLLARDS
- 16'-0" NEW UTILITY CORRIDOR
- NEW UTILITY H-FRAME SEE SHEETS E2 FOR DETAILS
- NEW 10'x10' UNION PACIFIC CONCRETE PAD (BY OTHERS)
- NEW 48'-0"X48'-0" FENCED AREA WITH SLATS. SEE SHEET A9 FOR DETAILS
- NEW 50'-0"X50'-0" LEASE AREA
- NEW 20' SELF SUPPORT TOWER W/ 30'-0"X30'-0" MET FOUNDATION (BY OTHERS)
- NEW AT&T W/LC CABINET AND GENERATOR ON NEW CONCRETE PAD. SEE SHEET A2 FOR ENLARGED PLAN
- NEW AT&T 435 SQ.FT. LEASE AREA



SCALE: 1/4" = 1'-0" (TYPICAL)

DATE: 08/11/2008

1

NORTH

SHEET TITLE
COMPOUND PLAN & LEGEND

SHEET NUMBER
A1.1

SITE NAME:
BRAVLEY

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

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

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

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MM

CHECKED BY: MM

WESTCHESTER SERVICES, LLC

501 PINE STREET, SUITE 200
SAN DIEGO, CA 92101
TEL: 619.591.7700
FAX: 619.591.7700
WWW.WESTCHESTERSERVICES.COM

AT&T

LCC

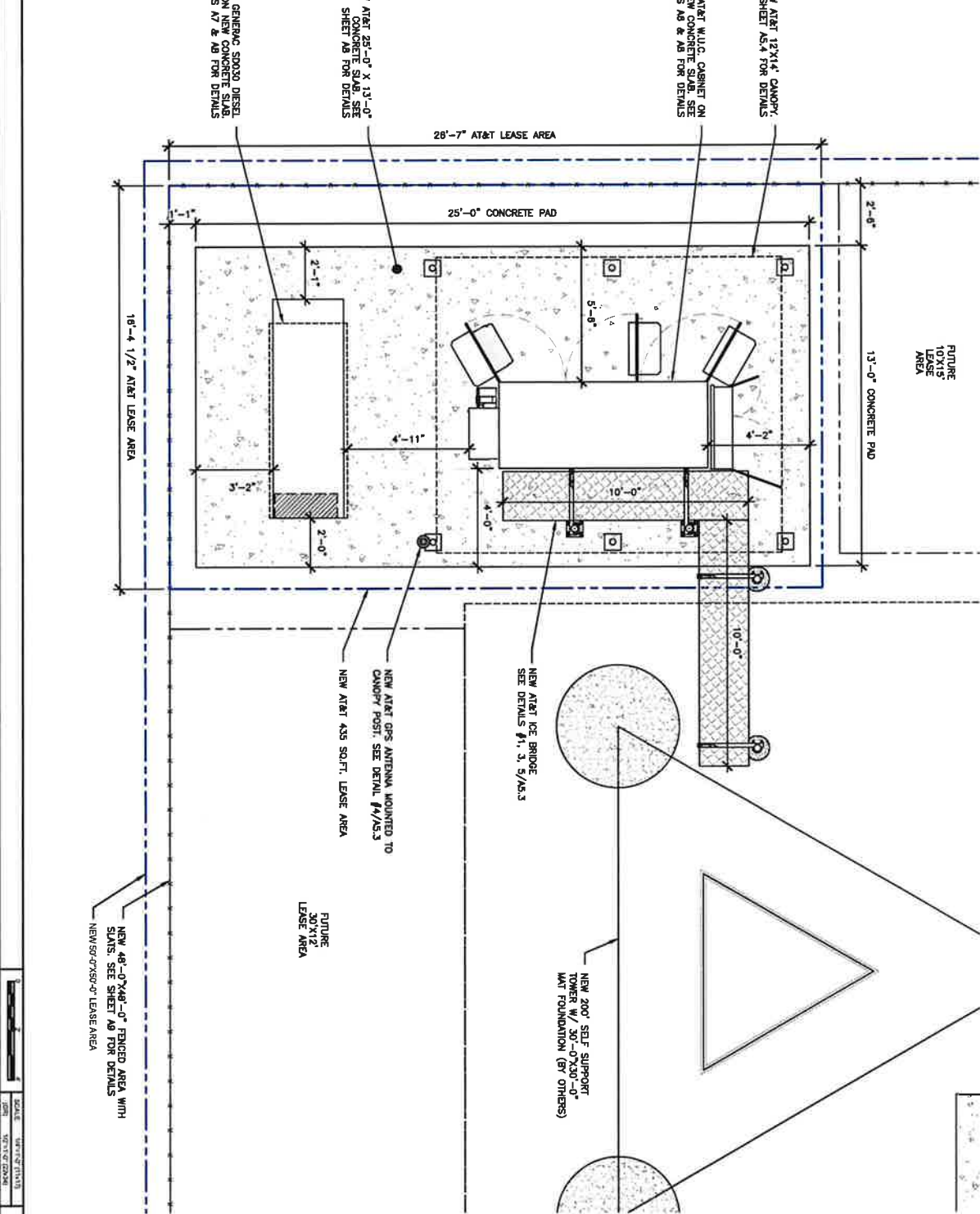
TELECOM SERVICES

CITY SWITCH

EE ORIGINAL PKG

PC ORIGINAL PKG

EQUIPMENT PLAN

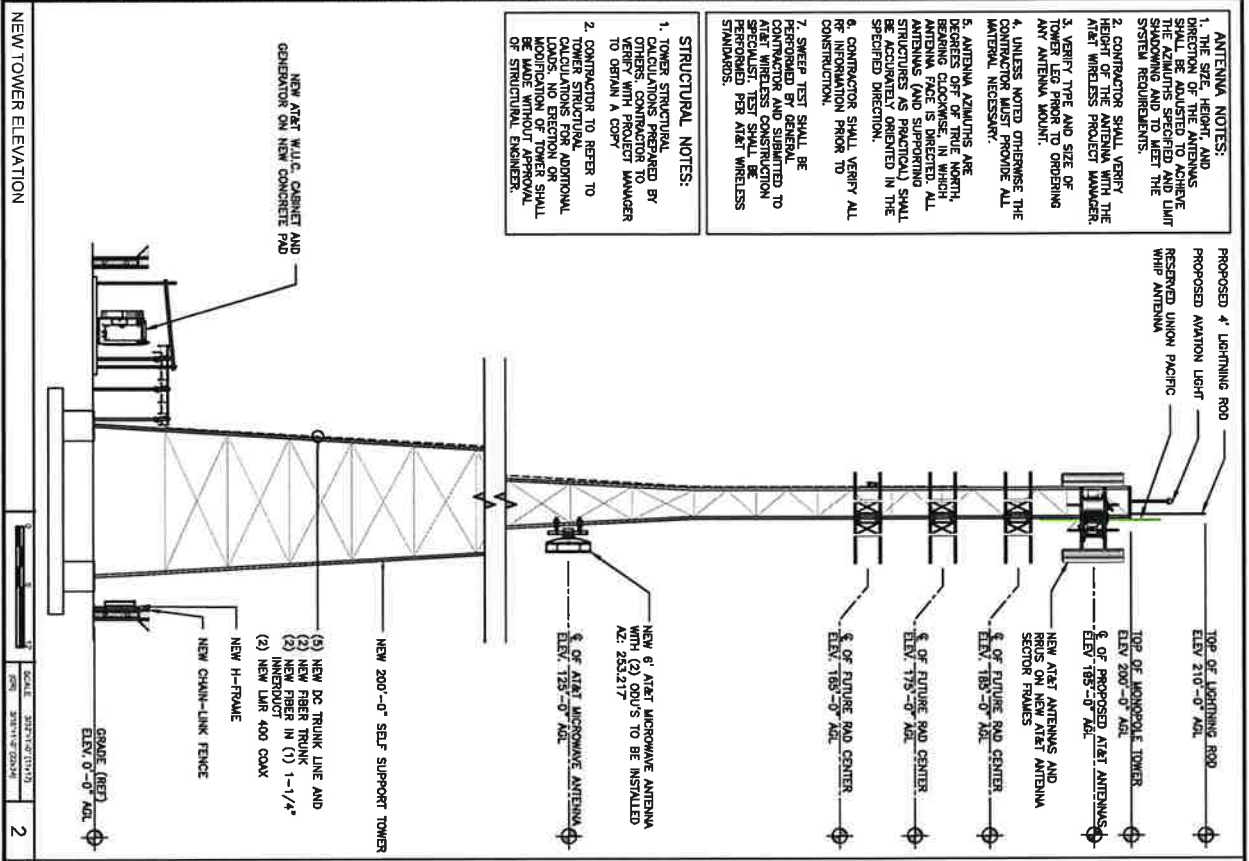


1

NORTH

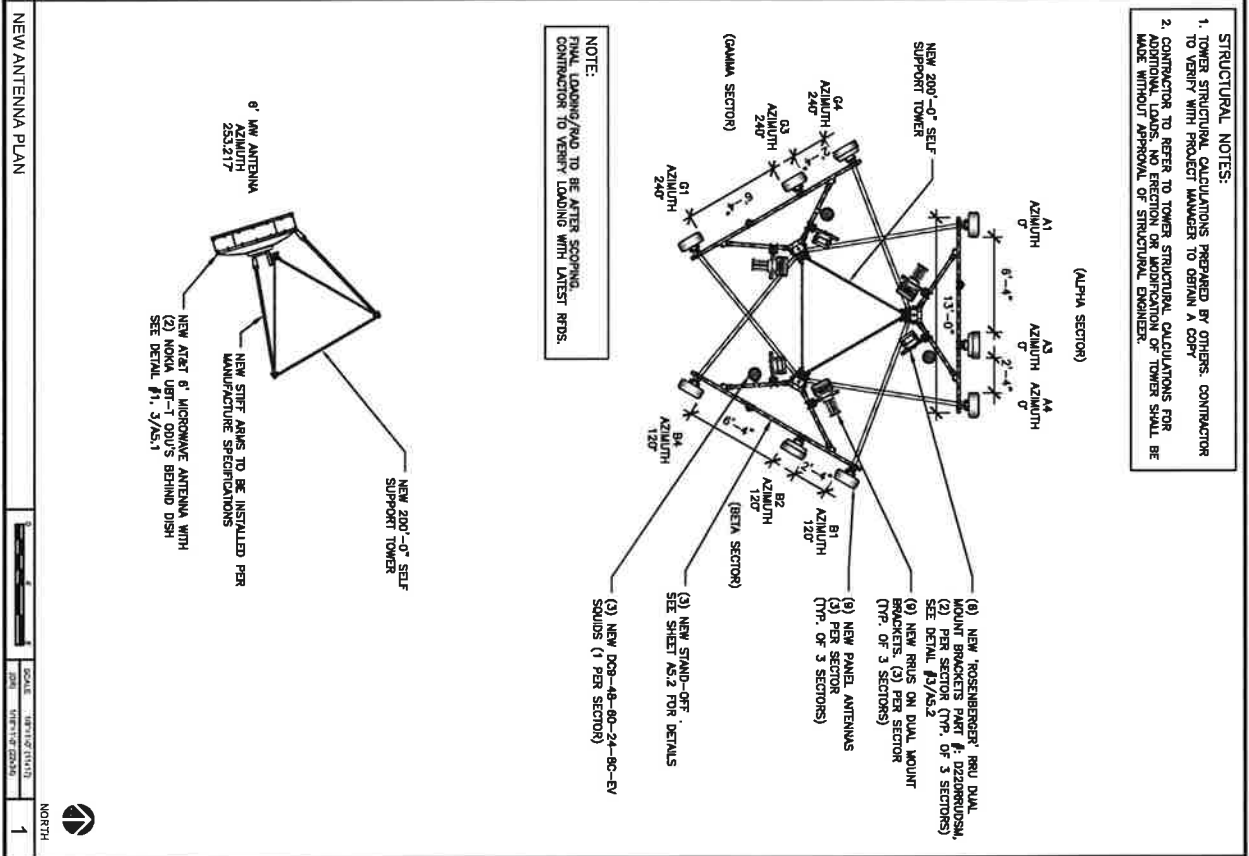
SITE NAME: BRAWLEY SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY		SHEET TITLE: EQUIPMENT PLAN		SHEET NUMBER: A2		PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION	
THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THESE DRAWINGS. ANY REUSE OR DISSEMINATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, INC. IS STRICTLY PROHIBITED.		DRAWN BY: MN		CHECKED BY: RSM		DATE: 08/22/2011	
DESCRIPTION: PRELIMINARY		FOR REVIEW		DATE: 08/22/2011		FOR REVIEW	

PC ORIGINAL PKG



- ANTENNA NOTES:**
1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO ACHIEVE THE AZIMUTH SPECIFIED AND LIMIT SYSTEM REQUIREMENTS.
 2. CONTRACTOR SHALL VERIFY THE AT&T WIRELESS PROJECT NUMBER.
 3. VERIFY TYPE AND SIZE OF TOWER LEAD PRIOR TO ORDERING ANTENNA MOUNT.
 4. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
 5. ANTENNA AZIMUTHS ARE DEGREES OFF OF TRUE NORTH, BEARING EASTWARD. IN EACH ANTENNA (AND SUPPORTING STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
 6. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
 7. SNEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO AT&T WIRELESS CONSTRUCTION FOR APPROVAL 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 CALCULATIONS FOR ADDITIONAL LOADS, NO REDUCTION 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 REDUCTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

NOTE:
FINAL LOADING/LOAD TO BE AFTER SCOPING. CONTRACTOR TO VERIFY LOADING WITH LATEST RFDs.

<p>PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION</p>							
REV	DATE	DESCRIPTION	BY	CHKD	DATE	DESCRIPTION	BY
1	08/22/11	PRELIMINARY	MM	MM			
2	08/22/11	FOR REVIEW	MM	MM			

SHEET TITLE: TOWER ELEVATION & ANTENNA PLAN
 SHEET NUMBER: A3
 SITE NAME: BRAWLEY
 SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY
 DRAWN BY: MM
 CHECKED BY: MM
 DATE: 08/22/11

- CONTRACTOR IS TO REFER TO ATR'S MOST CURRENT DATA SHEET (RFP'S) PRIOR TO CONSTRUCTION.
 - CABLE LENGTHS WERE DETERMINED BASED ON THE LENGTH DRAWING PER CONSTRUCTION WALL. CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR EQUIVALENT APPROVED EQUAL).
 - SCALE: 1/8" = 1'-0"
- CABLE MARKING LOCATIONS TABLE**
- | NO | LOCATIONS |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS. |
| 2 | EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BPS OR TRANSMITTER BUILDING. CABLE ENTRY POINT ON THE INTERIOR OF THE SHELTER. |
| 3 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
| 4 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
| 5 | ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER. |
- THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE.
 - THE STANDARD IS BASED ON EIGHT COLORED BANDS-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND BLACK. THE BANDS SHOULD BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO SITE. ALL TAPE SHALL BE INSTALLED USING A MINIMUM OF (3) THREE INCHES OF TAPE AND SHALL BE NEATLY WRAPPED AND SMOOTHED OUT SO AS TO AVOID UNWELDING.
 - USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON "CABLE COLOR CHART".
 - WHEN AN EXISTING COAXIAL LINE THAT IS INTENDED TO BE A SHARED LINE BETWEEN TECHNOLOGIES IS ENCOUNTERED, THE CONTRACTOR SHALL REMOVE THE EXISTING COLOR CODING SCHEME AND REPLACE IT WITH THE COLOR CODING STANDARD. IN THE EVENT OF A SCHEME OR WHEN INSTALLING PROPOSED COAXIAL CABLES, THIS GUIDELINE SHALL BE IMPLEMENTED AT THAT SITE REGARDLESS OF TECHNOLOGY.
 - ALL COLOR BANDS INSTALLED AT THE TOP OF THE SHELTER SHALL BE A MINIMUM OF 3" WIDE AND BETWEEN EACH COLOR.
 - ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN VENTILY WITH ONE ANOTHER FROM SIDE-TO-SIDE.
 - IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.

SECTOR	POS	TECH	ANTENNA	ANTENNA \$ HEIGHT	AZ	DUU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	LTE	COMMSCOPE NNH4-85C-R8H4 (N)	125'-0"	253.217	(2) NOKIA UBT-T (N)	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	2	5G CBAND	ERISSON AIR6449 B77D (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	3	UMTS 700	COMMSCOPE NNH4-85C-R8H4 (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	4	UMTS 700	COMMSCOPE NNH4-85C-R8H4 (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
B	1	UMTS 700	COMMSCOPE NNH4-85C-R8H4 (N)	195'-0"	195.000	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	5G CBAND	ERISSON AIR6449 B77D (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	3	-	-	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	4	LTE	COMMSCOPE NNH4-85C-R8H4 (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
C	1	UMTS 700	COMMSCOPE NNH4-85C-R8H4 (N)	195'-0"	195.000	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	0
	2	-	-	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	3	5G CBAND	ERISSON AIR6449 B77D (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0
	4	LTE	COMMSCOPE NNH4-85C-R8H4 (N)	-	-	-	(1) DC9-48-80-24-80-EV (N) *ON ANTENNA ARM	(1) 24 PAIR FIBER (N)	225'	0

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

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

(N) - NEW
(E) - EXISTING
(R) - RELOCATED
(M) - MECHANICAL

Site Fiber Color Code Chart

Sector	Fiber Color Pair	Function
Sector A	1	Tapar Band Color: Red
	2	Tapar Band Color: Red
	3	Tapar Band Color: Red
	4	Tapar Band Color: Red
Sector B	5	Tapar Band Color: Blue
	6	Tapar Band Color: Blue
	7	Tapar Band Color: Blue
Sector C	8	Tapar Band Color: Green
	9	Tapar Band Color: Green

Legend: = No Tape Band

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: [Name]

CHECKED BY: [Name]

DATE: [Date]

DESCRIPTION: [Description]

FOR REVIEW: [Date]

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER

OUR KEY CLIENTS:
DALLAS: 972.777.1000
HOUSTON: 281.271.0000
FAX: 972.777.0000
www.westchesterfiber.com

SITE NAME:
BRAVLEY

SITE ADDRESS:
BRAVLEY, CA 92227

IMPERIAL COUNTY

SHEET TITLE:
SCHEDULE & CABLE NOTES

SHEET NUMBER:
A4

<p>DC9 MOUNT DETAIL</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>7</p>	<p>DC9-48-80-24-8C-EV DETAIL</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>5</p>	<p>ANTENNA DETAIL</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>3</p>	<p>ANTENNA DETAIL</p>	<p>SCALE: 1/8" = 1'-0"</p>	<p>1</p>
<p>NEW SLIP-PROTECTION UNIT (RAYCAP P/N: DCP-48-8C-24-8C-8V)</p> <p>9.3/8" X 24" SPH 40 GALV STL PIPE MOUNT</p> <p>STAND-OFF ARM MOUNT (COMPOSITE P/N: XP-187-S OR ENGINEER APPROVED EQUIV.)</p> <p>PLATFORM MEMBER</p>	<p>NOT USED</p>	<p>RUU DETAIL</p> <p>8.28"</p> <p>13.4"</p> <p>18.1"</p> <p>8.28"</p> <p>SIDE</p> <p>FRONT</p> <p>BOTTOM</p>	<p>RUU DETAIL</p> <p>28"</p> <p>10"</p> <p>15"</p> <p>FRONT</p> <p>SIDE</p>	<p>RUU DETAIL</p> <p>13.19"</p> <p>14.96"</p> <p>9.25"</p> <p>FRONT</p> <p>SIDE</p> <p>BOTTOM</p>							
<p>ERISSON BRUS 4478, B14</p> <p>DIMENSIONS, HMMO: 18.1"x13.4"x8.28"</p> <p>WEIGHT, WITHOUT MOUNTING KIT: 27 KG (59.4 LBS)</p> <p>STACKING OF RRU'S IS NOT PERMITTED. NO PAINTING OF RRUS IS ALLOWED.</p>	<p>ERISSON BRUS 4448</p> <p>DIMENSIONS, HMMO: 28"x15"x10"</p> <p>WEIGHT, WITHOUT MOUNTING KIT: 85 lbs</p>	<p>ERISSON BRUS 4448</p> <p>DIMENSIONS, HMMO: 14.96"x13.19"x9.25"</p> <p>WEIGHT, WITHOUT MOUNTING KIT: 70 LBS (31.751 KG)</p>	<p>MANUFACTURER: ERISSON MODEL NO.: AIR 6449 8770 WEIGHT: 81.6 LBS MATERIAL: ALUMINUM POLYMERIZATION: DUAL FREQUENCIES: 2700-3300MHz</p>	<p>MANUFACTURER: COMSIGHT MODEL NO.: NEM-80C-NEM WEIGHT: 106.7 LBS MATERIAL: ALUMINUM POLYMERIZATION: DUAL FREQUENCIES: 1700-2200MHz CONNECTOR: NEM 13 X 4.3-10</p>							
<p>ANTENNA DETAIL</p> <p>30.36"</p> <p>15.87"</p> <p>6.07"</p> <p>1.5"</p> <p>SPACETER, VIEW</p> <p>EXTERNAL VIEW</p>	<p>ANTENNA DETAIL</p> <p>89.0"</p> <p>19.0"</p> <p>17.5"</p> <p>1.5"</p> <p>SPACETER, VIEW</p> <p>EXTERNAL VIEW</p>	<p>MANUFACTURER: COMSIGHT MODEL NO.: NEM-80C-NEM WEIGHT: 106.7 LBS MATERIAL: ALUMINUM POLYMERIZATION: DUAL FREQUENCIES: 1700-2200MHz CONNECTOR: NEM 13 X 4.3-10</p>	<p>MANUFACTURER: COMSIGHT MODEL NO.: NEM-80C-NEM WEIGHT: 106.7 LBS MATERIAL: ALUMINUM POLYMERIZATION: DUAL FREQUENCIES: 1700-2200MHz CONNECTOR: NEM 13 X 4.3-10</p>	<p>MANUFACTURER: COMSIGHT MODEL NO.: NEM-80C-NEM WEIGHT: 106.7 LBS MATERIAL: ALUMINUM POLYMERIZATION: DUAL FREQUENCIES: 1700-2200MHz CONNECTOR: NEM 13 X 4.3-10</p>							

SHEET TITLE: ANTENNA, RRUS & RAYCAP DETAILS

SHEET NUMBER: A5

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

1. THESE CERTIFY THAT THEIR MANAGER SUPERVISOR OR OTHER AUTHORIZED PERSON HAS REVIEWED AND APPROVED THE WORK AND THE STATE OF CALIFORNIA.

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: N/A

CHECKED BY: N/A

REV	DATE	DESCRIPTION
1	08/22/23	PRELIMINARY
2	10/02/23	FOR REVIEW

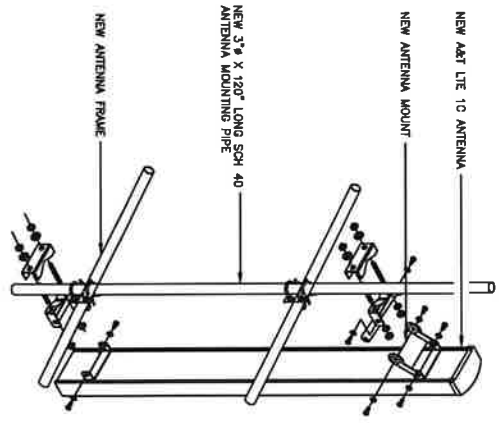
CITY SWITCH

AT&T

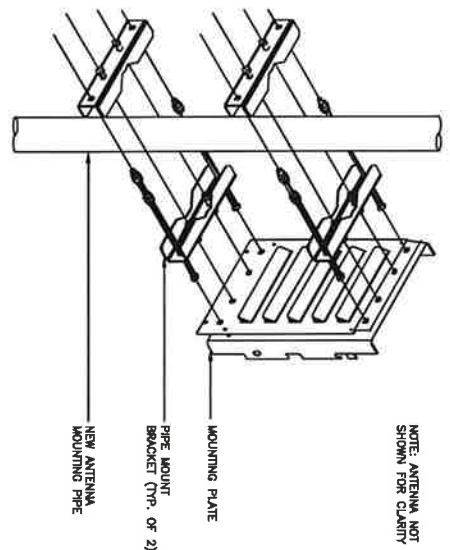
TELECOM SERVICES

WESTCHESTER SERVICES, LLC

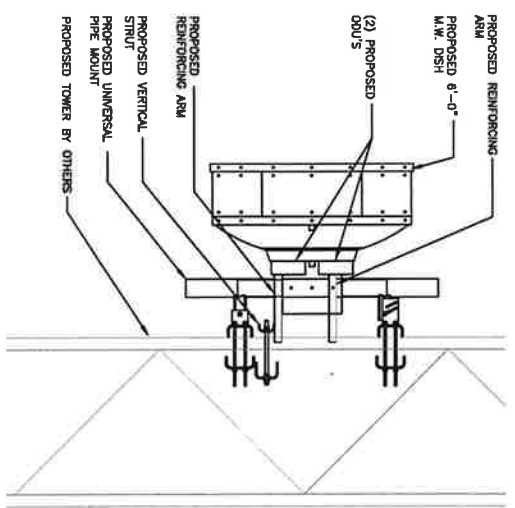
CONTRACT NO. 2023-001
DATE: 10/02/23
DRAWN BY: N/A
CHECKED BY: N/A
SCALE: AS SHOWN
SHEET NO. 5 OF 5



TYPICAL ANTENNA MOUNT DETAIL SCALE: 4



TYPICAL RU MOUNTING DETAIL SCALE: 2



TYPICAL MICROWAVE ANTENNA MOUNTING DETAIL SCALE: 3

UBT-T

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

Physical

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

Interfaces

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

Radio

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

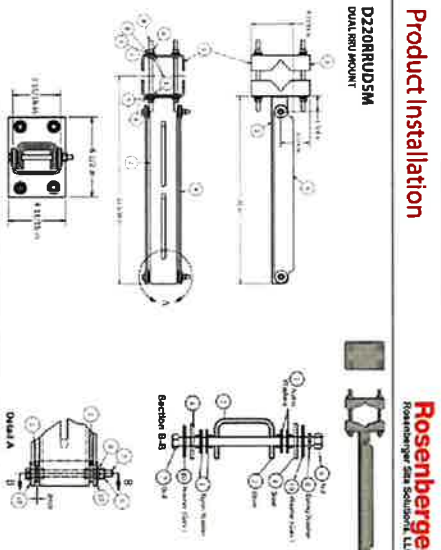


ODU DETAILS SCALE: 1


<p>PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION</p>							
DRAWN BY: MM	CHECKED BY: RSM	REV. DATE DESCRIPTION	1 09/22/23 PRELIMINARY	2 10/23/23 FOR REVIEW	1 HIGHWAY CENTER THAT THESE PLANS WERE PREPARED BY AND ALL UNDER MY DIRECT SUPERVISION AND I AM A LICENSED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA		
SITE NAME: BRAWLEY SITE ADDRESS: 3574 CA-115 BRAWLEY, CA 92227 IMPERIAL COUNTY							
SHEET TITLE: DETAILS							
SHEET NUMBER: A5.1							

NOT USED

Product Installation



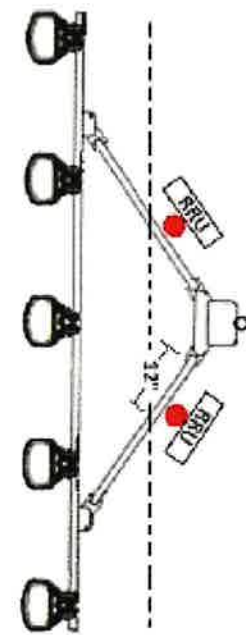
D220RRUD5M
DUAL RRU MOUNT



Rosenberger
Hochfrequenz- und Schmelztechnik AG
Hochfrequenz- und Schmelztechnik, LLC

SCALE: N.T.S. 3

RRH MOUNTING DETAILS



SCALE: N.T.S. 2

INSTALLER ANGLE RANGE DETAIL

SCALE: N.T.S. 3

-23 DEGREES

418 DEGREES

+18 DEGREES

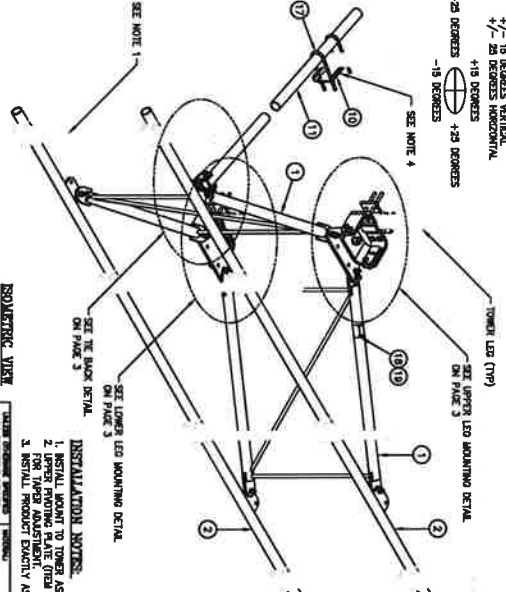
+39 DEGREES

SEE NOTE 1

SEE NOTE 4

SEE UPPER LED MOUNTING DETAIL ON PAGE 3

SEE LOWER LED MOUNTING DETAIL ON PAGE 3



ISOMETRIC VIEW

NOTES:
 1. MOUNTING PIPES & CROSSOVER PLATE PITS MUST BE PARALLEL SEPARATELY.
 2. QUANTITIES SHOWN IN LISTS OF MATERIAL ARE FOR ONE (1) V-BROOM ONLY.
 3. THE V-BROOM WILL BE CHANGED TO A BROOM WHEN THE UPPER LED IS USED TO SUPPORT WITHIN THE LIMITS NOTED ABOVE IN THE TOWER ANGLE RANGE DETAIL UNLESS APPROVED BY THE ENGINEER OF RECORD.

INSTALLATION NOTES:
 1. INSTALL MOUNT TO TOWER AS SHOWN, SO THAT MERGED STANDOFF HEIGHT IS 5.0000 DIMENSION FROM TOWER END TO FACE PER DIM. FOR TOWER ANGLE RANGE (FORM 4) HAS THREE HOLES ON EACH SIDE AND UPPER LED CLAMP PLATE (FORM 5) HAS TWO HOLES ON EACH SIDE.
 2. UPPER MOUNTING PLATE (FORM 4) HAS THREE HOLES ON EACH SIDE AND UPPER LED CLAMP PLATE (FORM 5) HAS TWO HOLES ON EACH SIDE.
 3. INSTALL PRODUCT EXACTLY AS SHOWN IN DRAWING WITH ALL BOLTS TIGHTEN UPDATES.

PACKAGING NOTE:
 DRAWING INCLUDES ITEMS 1, 3, 4, 5, 6, 7, 12 & 19 (9 OTY)
 CROOVER-40W INCLUDES ITEMS 8, 9, 10, 13, 14, 15, 16 (4 OTY), 16, 17, 18 & 19
 CROOVER-57W INCLUDES ITEMS 2 & 11

ITEM	QTY	DESCRIPTION	WEIGHT
1	2	CROSSOVER 12" HD V-BROOM ASSEMBLY W/TOWERBACK	120
2	2	CROOVER 40W	147
3	1	CROOVER 57W	147
4	1	CLAMP PLATE (FORM 4)	34
5	1	CLAMP PLATE (FORM 5)	17
6	2	CLAMP PLATE (FORM 5)	17
7	2	CLAMP PLATE (FORM 5)	17
8	2	CLAMP PLATE (FORM 5)	17
9	2	CLAMP PLATE (FORM 5)	17
10	1	CLAMP PLATE (FORM 5)	17
11	2	CLAMP PLATE (FORM 5)	17
12	2	CLAMP PLATE (FORM 5)	17
13	2	CLAMP PLATE (FORM 5)	17
14	2	CLAMP PLATE (FORM 5)	17
15	2	CLAMP PLATE (FORM 5)	17
16	2	CLAMP PLATE (FORM 5)	17
17	2	CLAMP PLATE (FORM 5)	17
18	2	CLAMP PLATE (FORM 5)	17
19	2	CLAMP PLATE (FORM 5)	17
TOTAL WEIGHT			482

SCALE: N.T.S. 1

RRU MOUNTING DETAIL

ANTENNA FRAME DETAIL


PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

CHECKED BY: _____

DRAWN BY: _____

DATE: 08/22/22

DESCRIPTION: PRELIMINARY FOR REVIEW



CITYSWITCH

AT&T

LCC

WESTCHESTER SERVICES, LLC

TELECOM SERVICES

SITE NAME: BRAVLEY

SITE ADDRESS: 3574 CA-115

BRAVLEY, CA 92227

IMPERIAL COUNTY

A5.2

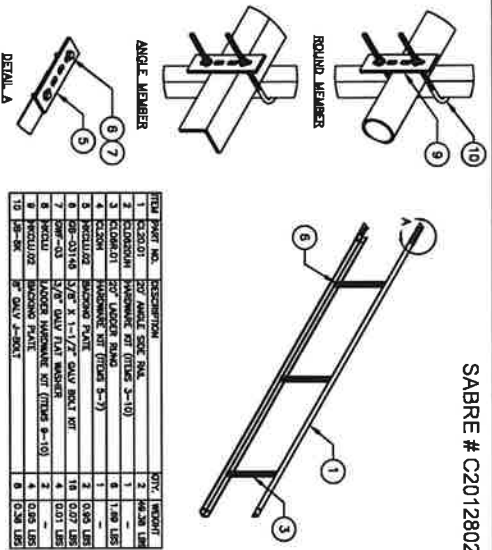
SHEET NUMBER

OF 5

SCALE: N.T.S. 1

PC ORIGINAL PKG

SABRE # C20128021DP



CABLE LADDER DETAIL

SCALE: N.T.S.

GPS ANTENNA DETAIL

SCALE: N.T.S.

DC50-48-60-96-SDP DETAIL

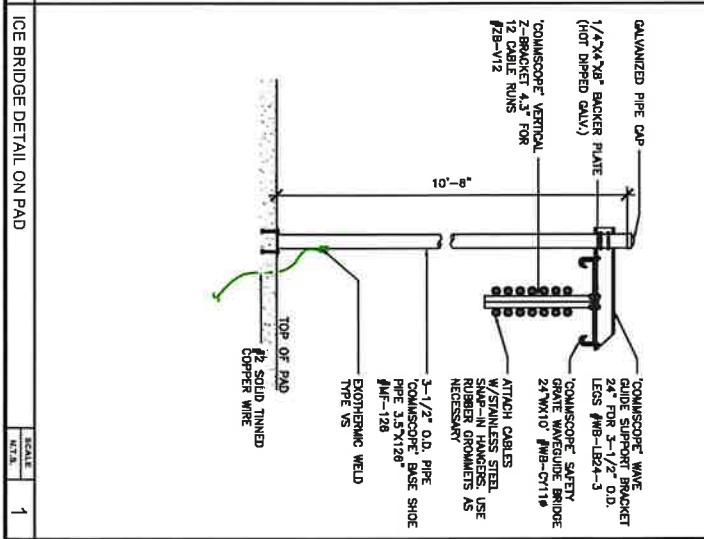
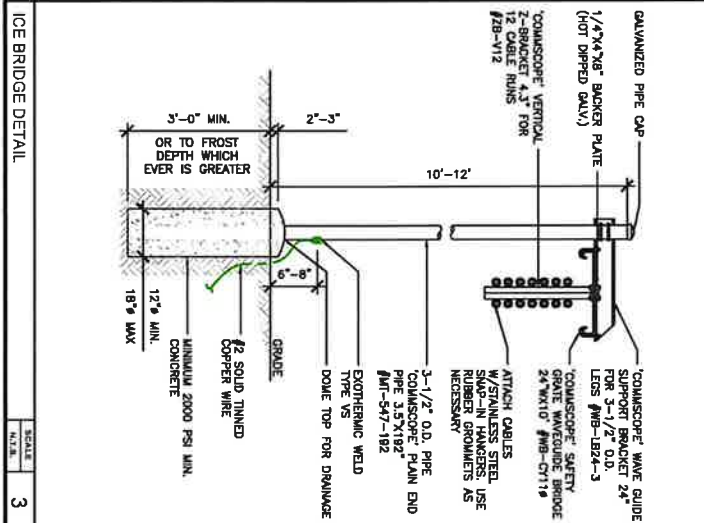
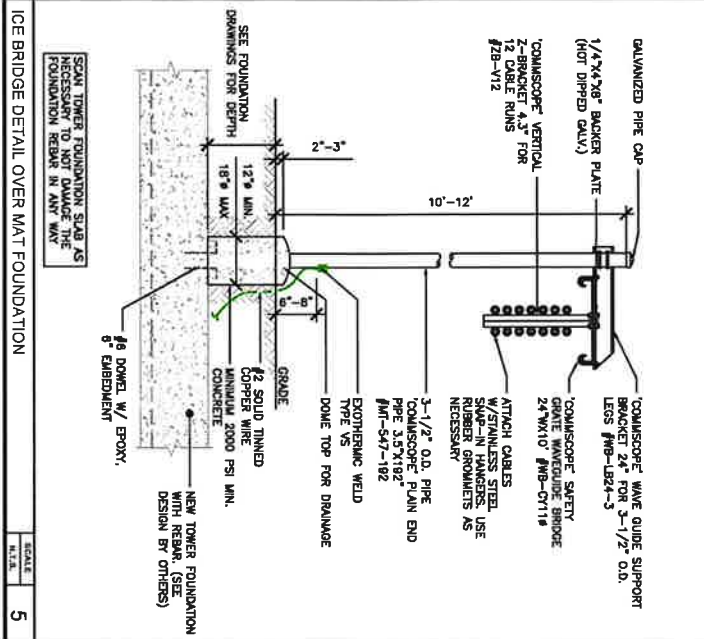
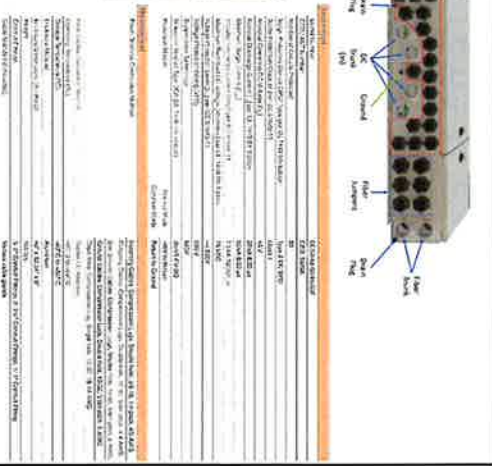
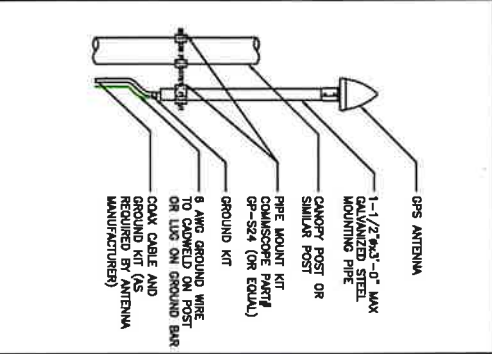
SCALE: N.T.S.

SCALE: N.T.S.

SCALE: N.T.S.

SCALE: N.T.S.

SCALE: N.T.S.



REV	DATE	DESCRIPTION	BY	APP
1	08/22/23	PRELIMINARY		
2	10/02/23	FOR REVIEW		

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

SHEET NUMBER
A5.3

DETAILS

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

SHEET TITLE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

SCALE

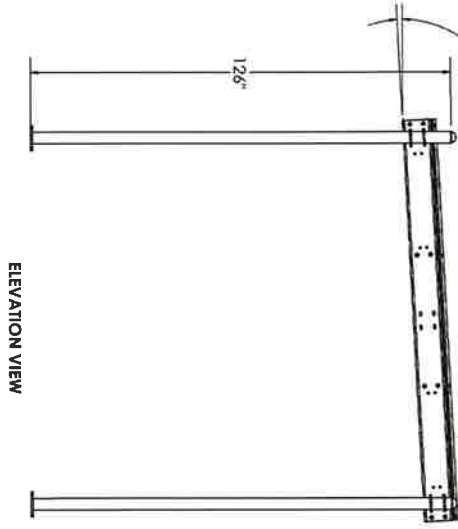
SCALE

SCALE

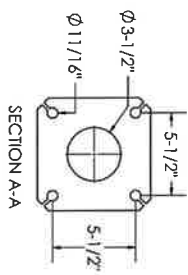
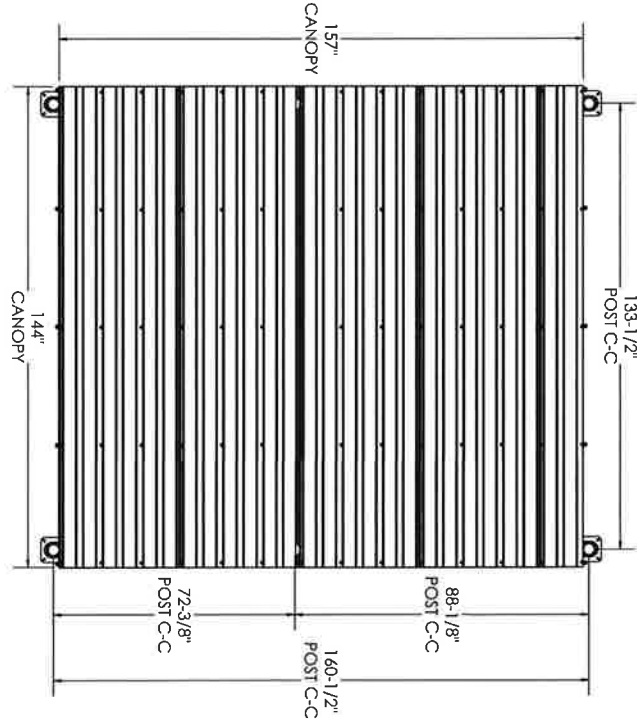
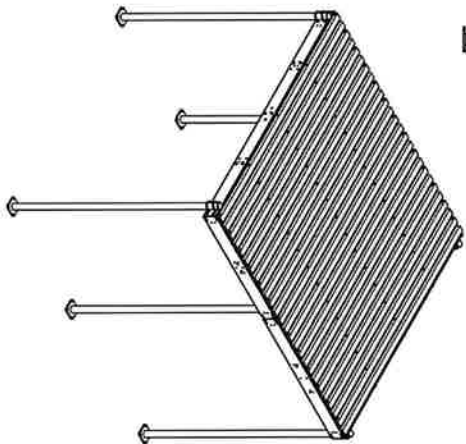
SCALE

SCALE

3° - 10°
RECOMMENDED ROOF SLOPE



ELEVATION VIEW



PV-WC1214-B

6-POST WEATHER CANOPY BASE KIT

WEIGHT: 1904 LBS
BASE ANCHORS AND FOUNDATION NOT INCLUDED

SEE DRAWING WCEG-ENG-01 FOR ADDITIONAL DETAILS

CANOPY DETAILS

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



WEATHER CANOPY
PROJECT NUMBER
WC1214-ENG-RO

SCALE 1



WESTCHESTER SERVICES
BARBINGTON, IL 60010
TELEPHONE: 630 277 0070
FAX: 630 277 0060
4800 W. BROADWAY, SUITE 1000
CHICAGO, IL 60644

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

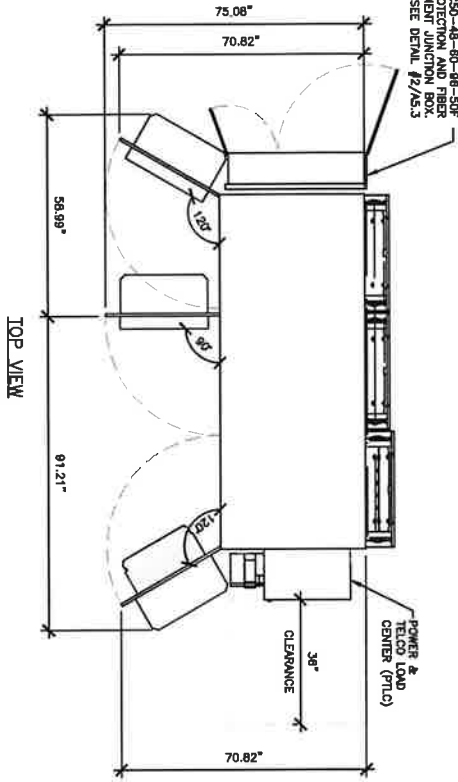
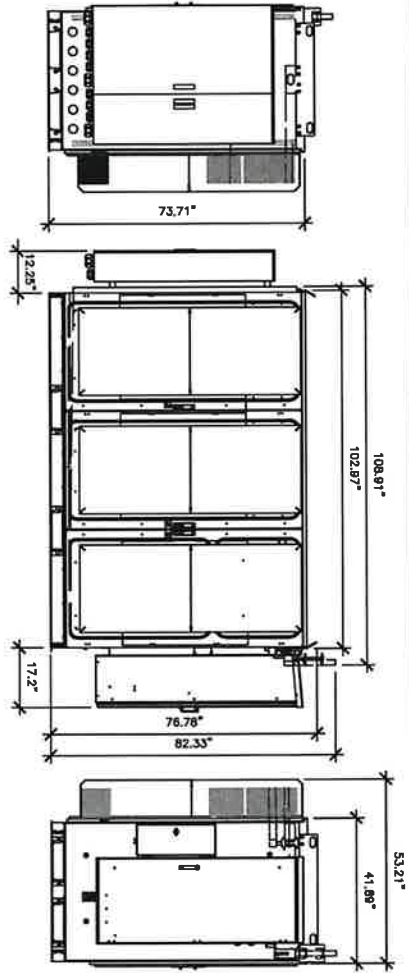
DRAWN BY:	MM	
CHECKED BY:	MM	
REV	DATE	DESCRIPTION
A	08/22	PRELIMINARY
B	10/22	FOR REVIEW

* I HEREBY CERTIFY THAT THESE PLANS WERE SUBMITTED TO THE LOCAL AGENCY REFERRED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE
CANOPY DETAILS

SHEET NUMBER
A5.4

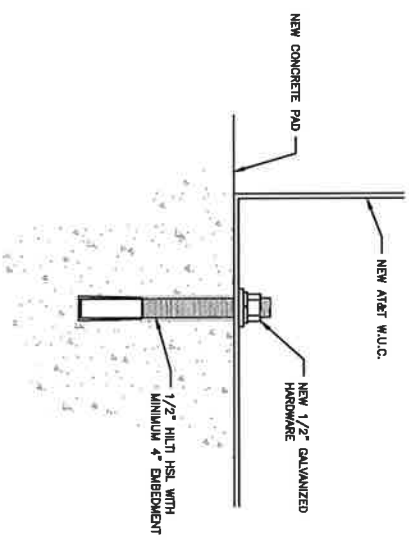
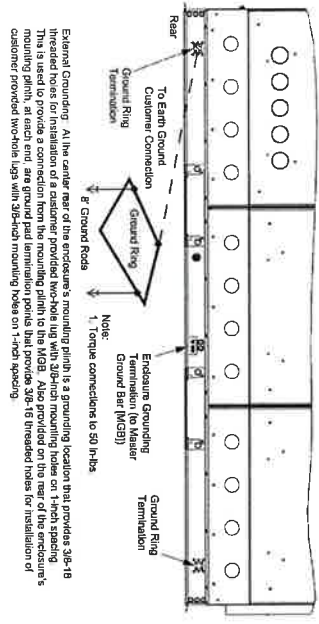


SPECIFICATIONS:
 VENDOR: VERTU 3-BAY ENCLOSURE
 MODEL #: F2020030
 DIMENSIONS (HxWxD): 82.33" x 102.97" x 53.21"
 WEIGHT: 4,442 lbs (Incl. BATTERIES & 1,200 lbs CUSTOMER EQUIP)
 LIFT: COOL WHITE

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

NO SCALE 2

CABINET GROUNDING DETAILS



ANCHOR DETAIL

NO SCALE 1

CITY SWITCH
AT&T
JCC TELECOM SERVICES
WESTCHESTER SERVICES, LLC
 BARRINGTON, IL 60015
 TELEPHONE: 847.273.0050
 FAX: 847.273.0098
 www.westchester-services.com

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

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

SHEET TITLE
 WALK-UP CABINET DETAILS
SHEET NUMBER
 A6

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

TYPE: CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

GENERAC | INDUSTRIAL
 PROTECTIVE CENTER

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

GENERAC | INDUSTRIAL
 PROTECTIVE CENTER

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Standby Power Rating
 30 kW, 38 kVA, 60 Hz
Prime Power Rating*
 27 kW, 34 kVA, 60 Hz



Codes and Standards

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

- UL 2200, UL6200, UL1296, UL489,
- UL 142

- CSA C22.2, ULC S601

- BS6514 and DIN 6271

- SAE J1349

- NFPA 37, 70, 99, 110

- NEC700, 701, 702, 708

- ISO 3046, 7637, 9528, 9001

- NEMA ICS10, MG1, 250, ICS6, AB1

- ANSI C82.41

Powering Ahead

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

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

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

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

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

ENGINE SPECIFICATIONS

General

Item	Rating
Rated Power Output	30 kW/38 kVA
Rated Voltage	208V
Rated Frequency	60 Hz
Rated RPM	1800
Rated Efficiency	85%
Rated Power Factor	0.8
Rated Output Current	150 A
Rated Output Voltage	208V
Rated Output Frequency	60 Hz
Rated Output Voltage Regulation	±1%
Rated Output Frequency Regulation	±0.1%
Rated Output Voltage	±1%
Rated Output Frequency	±0.1%
Rated Output Voltage Regulation	±1%
Rated Output Frequency Regulation	±0.1%

Cooling System

Generator Type	Open Frame
Generator Voltage	208V
Generator Frequency	60 Hz
Generator RPM	1800
Generator Efficiency	85%
Generator Power Factor	0.8
Generator Output Current	150 A
Generator Output Voltage	208V
Generator Output Frequency	60 Hz
Generator Output Voltage Regulation	±1%
Generator Output Frequency Regulation	±0.1%
Generator Output Voltage	±1%
Generator Output Frequency	±0.1%

Engine Governing

Governor	Electronic
Frequency Regulation (Standby)	±0.5%
Load Rejection	Good
Oil Filling Type	Field
Oil Filler Type	Field
Generator Output (kVA)	38
Generator Output (kW)	30

Engine Electrical System

System Voltage	12 VDC
Battery Charger	Standard
Battery Size	Standard
Battery Voltage	12 VDC
Grounding	Ground

ALTERNATOR SPECIFICATIONS

Standard Model	K02512WV21
Poles	4
Rated Power	30 kW
Rated Voltage	208V
Rated Frequency	60 Hz
Rated RPM	1800
Rated Efficiency	85%
Rated Power Factor	0.8
Rated Output Current	150 A
Rated Output Voltage	208V
Rated Output Frequency	60 Hz
Rated Output Voltage Regulation	±1%
Rated Output Frequency Regulation	±0.1%
Rated Output Voltage	±1%
Rated Output Frequency	±0.1%

Generator Enclosure

Generator Enclosure	Standard
Generator Voltage	208V
Generator Frequency	60 Hz
Generator RPM	1800
Generator Efficiency	85%
Generator Power Factor	0.8
Generator Output Current	150 A
Generator Output Voltage	208V
Generator Output Frequency	60 Hz
Generator Output Voltage Regulation	±1%
Generator Output Frequency Regulation	±0.1%
Generator Output Voltage	±1%
Generator Output Frequency	±0.1%

148 SPEC SHEET

148 SPEC SHEET

GENERATOR DETAILS

NO SCALE

1



**PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION**

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

1. THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES, INC. AND ARE 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. ALL RIGHTS ARE RESERVED.

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

SHEET TITLE:
 GENERATOR
DETAILS

SHEET NUMBER:
 A7

PC ORIGINAL PKG

SND030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC INDUSTRIAL
 | 1.75.030.0700

OPERATING DATA

POWER RATINGS

Standby		
Single Phase 120/240 VAC @ 1Ø	30 kW	Amperes: 125
Three Phase 120/208 VAC @ 3Ø	30 kW	Amperes: 104
Three Phase 120/240 VAC @ 3Ø	30 kW	Amperes: 50
Three Phase 277/480 VAC @ 3Ø	30 kW	Amperes: 45
Three Phase 346/600 VAC @ 3Ø	30 kW	Amperes: 36

MOTOR STARTING CAPABILITIES (kVA)

SMA vs Voltage Dip	
120/240 VAC 1Ø	30% 277/480 VAC 3Ø 30%
AG650K4121	20 K0325124721 01 K005124721 46
AG650K421	24 K0350124721 76 K030121721 58
AG650K421	31 K0350124721 98 K030124721 75

FUEL CONSUMPTION RATES*

Hourly Fuel Consumption (gph)	Standby
3 (1)	1.1 (0.7)
25%	1.4 (0.9)
50%	2.0 (1.3)
100%	2.8 (1.8)

* Fuel consumption based on ISO 8543-3
 consumption rate at 100% load

COOLING

Generator Flow	Standby
Rated Engine Capacity	44.1 (28.3)
Flow at 100% Load	2.2 (1.4)
Flow at 75% Load	1.6 (1.0)
Flow at 50% Load	1.1 (0.7)
Flow at 25% Load	0.6 (0.4)
Maximum Operating Ambient Temperature (Before Ducted)	See Br. or No. 0192905530
Maximum Ambient Temperature (Before Ducted)	See Br. or No. 0192905530
Maximum Additional Resistor Dehumidification	0.5 (0.3)

COMBUSTION AIR REQUIREMENTS

Flow at Rated Power - Cfm (m³/min)	Standby
86 (2.5)	86 (2.5)

ENGINE

Standby	ERNAIST	Standby
Rated Engine Speed	1,800	296.6 (8.3)
Rated Engine Power	48 hp	1.5 (0.7)
Maximum Allowable Exhaust Temperature (Before Ducted)	See Br. or No. 0192905530	892 (47.9)
Maximum Ambient Temperature (Before Ducted)	See Br. or No. 0192905530	

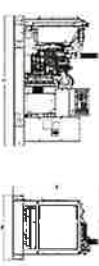
Exhaust Flow (Rated Output)
 Max. Allowable Backpressure (Rated Output) mbar (kPa)
 Exhaust Temperature (Before Ducted) F (C)

SPEC SHEET

SND030 | 2.2L | 30 KW
INDUSTRIAL DIESEL GENERATOR SET
 EPA Certified Stationary Emergency

GENERAC INDUSTRIAL
 | 1.75.030.0700

DIMENSIONS AND WEIGHTS*



OPEN SET

Item	Capacity	Weight
1Ø	30 kW	1,550 - 1,641 (343 - 363)
3Ø	30 kW	2,165 - 2,251 (478 - 500)
4Ø	30 kW	2,340 - 2,426 (515 - 537)
5Ø	30 kW	2,515 - 2,601 (553 - 575)
6Ø	30 kW	2,690 - 2,776 (591 - 613)
7Ø	30 kW	2,865 - 2,951 (629 - 651)
8Ø	30 kW	3,040 - 3,126 (667 - 689)
9Ø	30 kW	3,215 - 3,301 (705 - 727)
10Ø	30 kW	3,390 - 3,476 (743 - 765)

WEATHER PROTECTED ENCLOSURE

Item	Capacity	Weight
1Ø	30 kW	1,550 - 1,641 (343 - 363)
3Ø	30 kW	2,165 - 2,251 (478 - 500)
4Ø	30 kW	2,340 - 2,426 (515 - 537)
5Ø	30 kW	2,515 - 2,601 (553 - 575)
6Ø	30 kW	2,690 - 2,776 (591 - 613)
7Ø	30 kW	2,865 - 2,951 (629 - 651)
8Ø	30 kW	3,040 - 3,126 (667 - 689)
9Ø	30 kW	3,215 - 3,301 (705 - 727)
10Ø	30 kW	3,390 - 3,476 (743 - 765)

LEVEL 1 SOUND ATTENUATED ENCLOSURE

Item	Capacity	Weight
1Ø	30 kW	1,550 - 1,641 (343 - 363)
3Ø	30 kW	2,165 - 2,251 (478 - 500)
4Ø	30 kW	2,340 - 2,426 (515 - 537)
5Ø	30 kW	2,515 - 2,601 (553 - 575)
6Ø	30 kW	2,690 - 2,776 (591 - 613)
7Ø	30 kW	2,865 - 2,951 (629 - 651)
8Ø	30 kW	3,040 - 3,126 (667 - 689)
9Ø	30 kW	3,215 - 3,301 (705 - 727)
10Ø	30 kW	3,390 - 3,476 (743 - 765)

LEVEL 2 SOUND ATTENUATED ENCLOSURE

Item	Capacity	Weight
1Ø	30 kW	1,550 - 1,641 (343 - 363)
3Ø	30 kW	2,165 - 2,251 (478 - 500)
4Ø	30 kW	2,340 - 2,426 (515 - 537)
5Ø	30 kW	2,515 - 2,601 (553 - 575)
6Ø	30 kW	2,690 - 2,776 (591 - 613)
7Ø	30 kW	2,865 - 2,951 (629 - 651)
8Ø	30 kW	3,040 - 3,126 (667 - 689)
9Ø	30 kW	3,215 - 3,301 (705 - 727)
10Ø	30 kW	3,390 - 3,476 (743 - 765)

LEVEL 3 SOUND ATTENUATED ENCLOSURE

Item	Capacity	Weight
1Ø	30 kW	1,550 - 1,641 (343 - 363)
3Ø	30 kW	2,165 - 2,251 (478 - 500)
4Ø	30 kW	2,340 - 2,426 (515 - 537)
5Ø	30 kW	2,515 - 2,601 (553 - 575)
6Ø	30 kW	2,690 - 2,776 (591 - 613)
7Ø	30 kW	2,865 - 2,951 (629 - 651)
8Ø	30 kW	3,040 - 3,126 (667 - 689)
9Ø	30 kW	3,215 - 3,301 (705 - 727)
10Ø	30 kW	3,390 - 3,476 (743 - 765)

SPEC SHEET

GENERATOR DETAILS

NO SCALE 1



WESTCHESTER SERVICES, LLC
 1000 N. GILBERT AVENUE
 SUITE 100
 WESTCHESTER, PA 19380
 TEL: 484.377.0000
 FAX: 484.377.0000
 www.westchesterservices.com

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

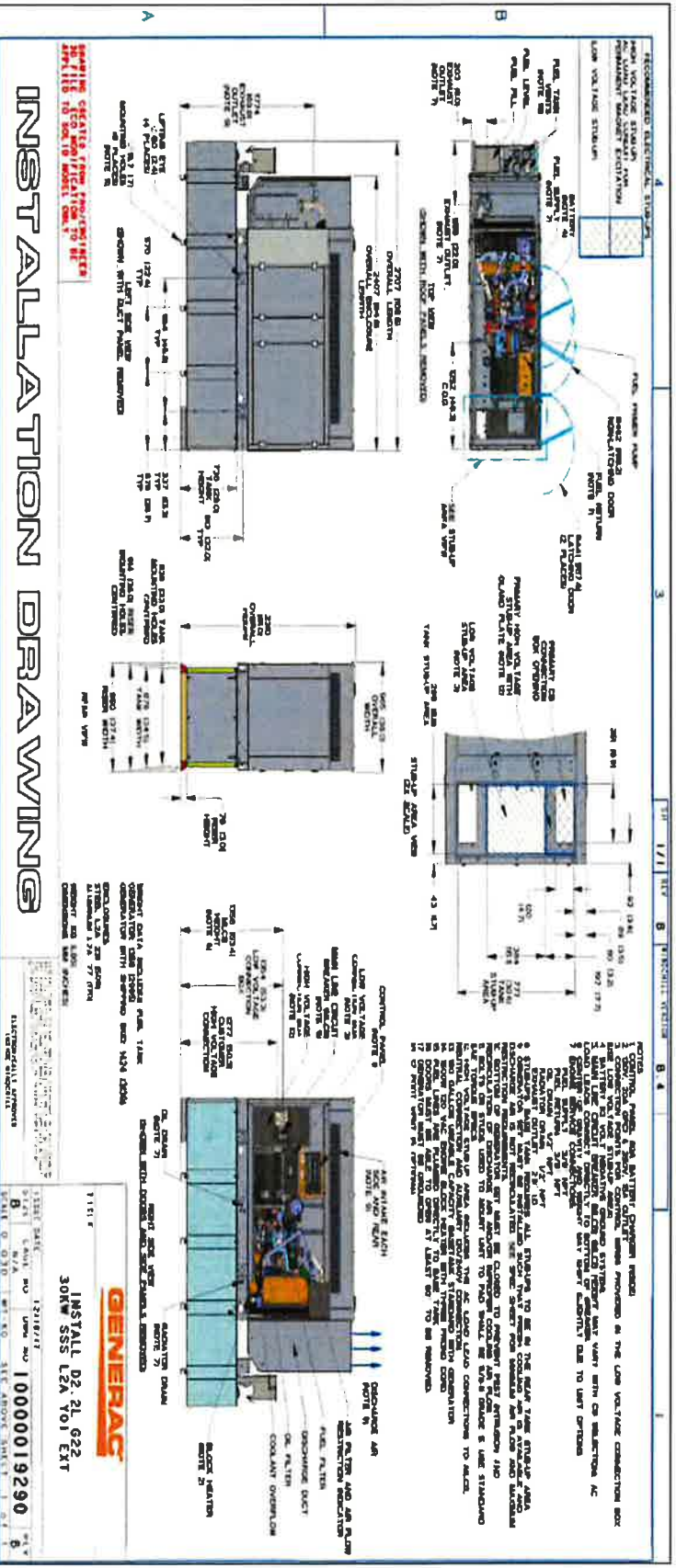
DRW. NO.	DATE	DESCRIPTION	BY	APP.
000001	11/22/22	PRELIMINARY	JM	
000002	12/15/22	FOR REVIEW	JM	

SHEET TITLE: GENERATOR DETAILS

SHEET NUMBER: A7.1

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

GENERATOR DETAILS



NO SCALE 1

1151 F
GENERAC
 INSTALL D2, 2L, 622
 30kW SSS L2A Y01 EXT
 10000019290

SHEET NUMBER
A7.2

SHEET TITLE
**GENERATOR
 DETAILS**

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

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

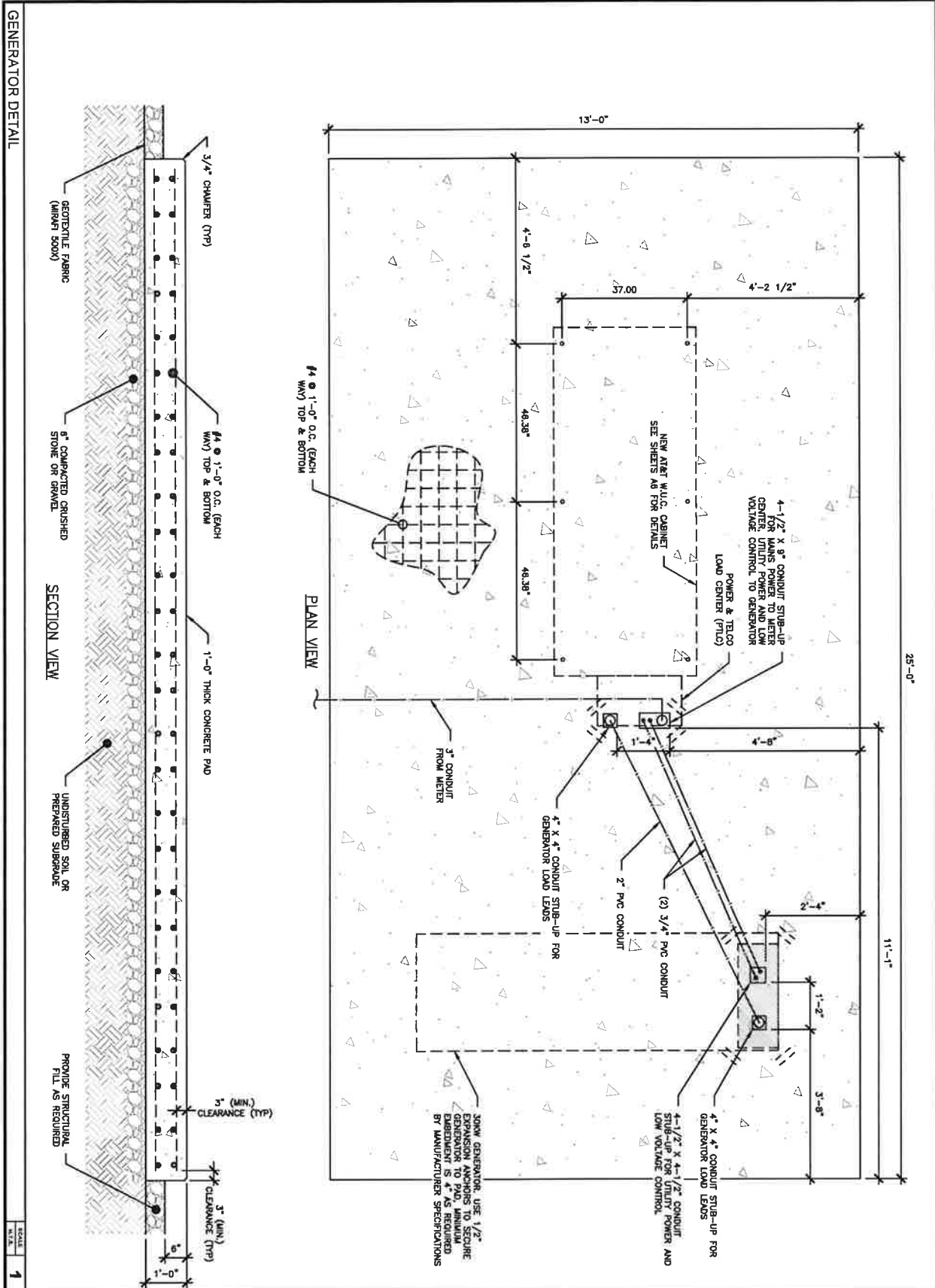
PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: NML
 CHECKED BY: NML
 DATE: 08/22/23
 DESCRIPTION: PRELIMINARY
 FOR REVIEW: 10/22/23

WESTCHESTER
 600 FIVE CREEKES
 BARBERSVILLE, OH 43009
 TELEPHONE: 614.277.6000
 FAX: 614.277.6000
 WWW.WESTCHESTERGENERATOR.COM

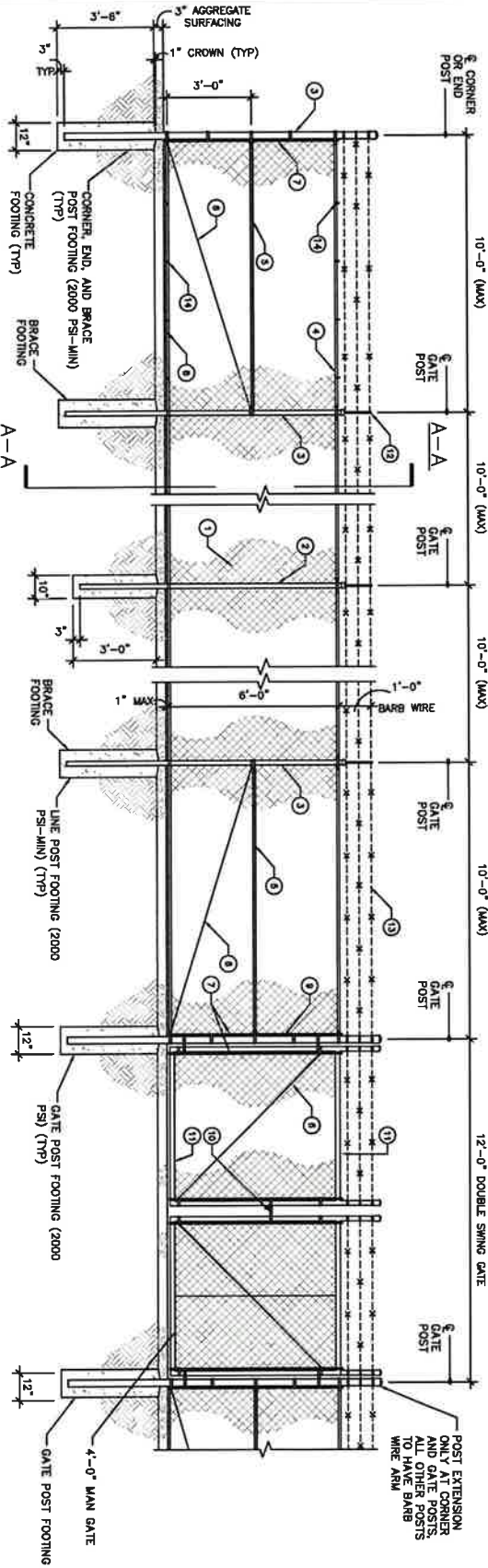
CITY SWITCH
 AT&T
 LCC
 TELECOM SERVICES

PC ORIGINAL PKG

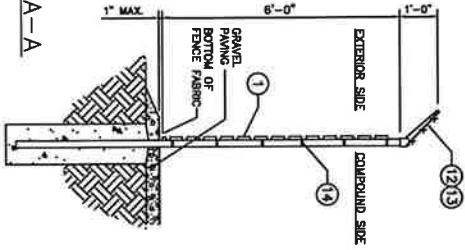


			<p>FOR FURTHER INFORMATION 3450 WILSON AVENUE TELSON, CA 94569 P.O. BOX 277080 P.A.S. #42277680 www.westchesterservices.com</p>	PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION	DRAWN BY: NIN CHECKED BY: NIN
				SHEET NUMBER A8	SHEET TITLE CONCRETE PAD DETAILS

CHAIN LINK FENCE DETAILS



SECTION A-A



MATERIAL DESCRIPTION

- 1 CHAIN LINK RESIDENTIAL FABRIC: 1 1/2 GAUGE, 2-1/4" MESH; GALVANIZED ASTM-A992, CLASS 2;
 - 2 LINE POSTS: 2-1/2" O.D. PIPE, 16 GAUGE (GALVANIZED) PER ASTM-F1083.
 - 3 CORNER, END AND BRACE POSTS: 2-7/8" O.D. PIPE, SCHEDULE 40 (GALVANIZED);
 - 4 TOP RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED) PER ASTM-F1083.
 - 5 BRACE RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED);
 - 6 DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
 - 7 TENSION BAR: 3/16" x 3/4" GALVANIZED FLAT BAR.
 - 8 BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
 - 9 GATE POSTS: 2-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED);
 - 10 COMBINATION PADLOCK ACCORDING TO AIBT REQUIREMENTS;
 - 11 GATE FRAMES: 1-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED);
 - 12 BARBED WIRE SUPPORT RAIL: SINGLE RAIL TYPE (GALVANIZED). RAIL 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 ANGLE OF 45 DEGREES;
 - 14 FABRIC TIES: ALUMINUM BARS OR WIRES, FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" O.C. CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.
- 19 MISCELLANEOUS:
- A. RAIL COUPLERS: SLEEVE TYPE, 6" LONG EXPANSION SPRING EVERY FIFTH COUPLING;
 - B. POST TOPS: PRESSED STEEL, AVAILABLE FROM WITH PRESSED STEEL TOP ALL DESIGNED TO FIT OVER THE OUTSIDE OF THE POSTS AND TO PREVENT ENTRY OF MOISTURE INTO TUBULAR POSTS;
 - C. LATCHES SHALL BE SPRING TYPE AND SHALL BE ARRANGED FOR PULLING WITH THE PADLOCK ACCESSIBLE FROM BOTH SIDES OF THE GATE;
 - D. WIRESPES SHALL CONSIST OF MECHANICAL PROPS FOR SECURING AND SUPPORTING THE FREE END OF THE GATES WHEN IN THE FULL OPEN POSITION. KEEPERS SHALL BE MOUNTED ON 2-7/8" O.D. PIPE POSTS FILLED WITH CONCRETE AND SET IN CONCRETE FOUNDATIONS;
 - E. INSTALL FENCING PER ASTM-F1087;
 - F. INSTALL SWING GATES PER ASTM-F1080;
 - G. LOCAL GROUNDS OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLETED IF REQUIRED;
 - H. USE GALVANIZED HIG-RING WIRE TO MOUNT ALL SONS;
 - I. ALL SONS MUST BE MOUNTED ON INSIDE OF FENCE;
 - J. ALL POSTS SHALL HAVE "MUSHROOM" SLEEVE EMBEDDED IN CONCRETE.

NO SCALE 1

CITY SWITCH

AT&T

TELECOM SERVICES

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

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

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

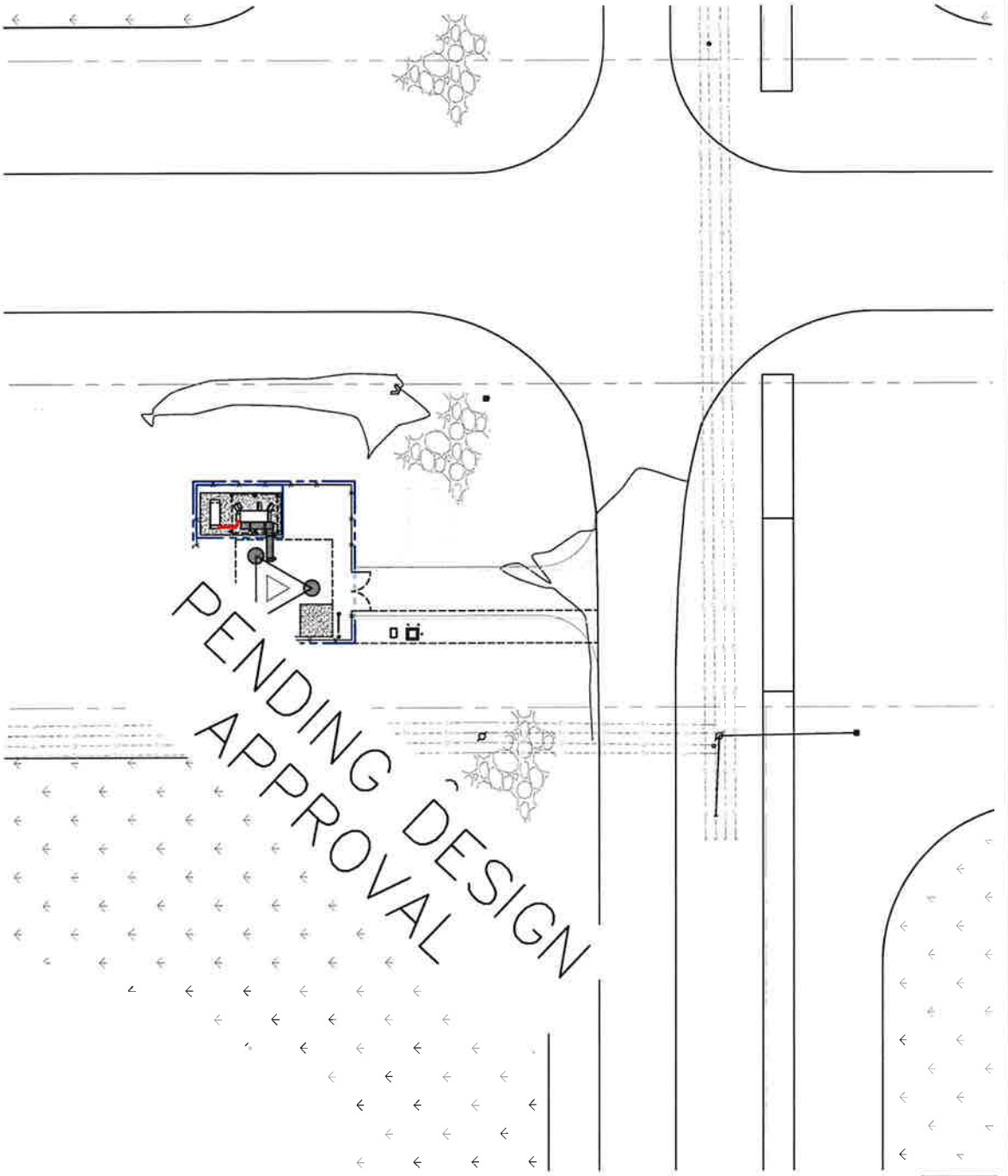
THESEY CERTIFY THAT THESE PLANS WERE PREPARED AND DRAWN BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE STATE OF CALIFORNIA.

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

SHEET TITLE:
FENCE DETAILS

SHEET NUMBER:
A9

GRADING PLAN



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

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

LEGEND

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

SCALE: 1/4" = 1'-0" (AS SHOWN)
DATE: 05/11/11
SHEET NUMBER: 1



SHEET TITLE
SITE GRADING
PLAN

SHEET NUMBER
A10

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

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY AND COUNTY ORDINANCES AND THE LAWS OF THE STATE OF CALIFORNIA.

NO.	DATE	DESCRIPTION
A	09/23/10	PRELIMINARY
B	10/22/10	FOR REVIEW

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: NM
CHECKED BY: RSM

WESTCHESTER SERVICES, LLC
CONSTRUCTION SERVICES
1000 GUNN STREET
MARIETTA, GA 30067
TEL: 770.427.2200
FAX: 770.427.0981
WWW.WESTCHESTERSERVICES.COM



PC ORIGINAL PKG

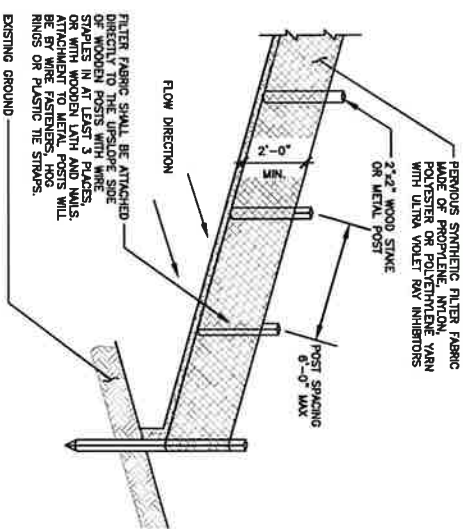
1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE APPLICABLE STATE ADOPTED PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL AND THE STANDARDS AND SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL OF THE STATE ENVIRONMENTAL PROTECTION AGENCY.
2. A SOIL EROSION CONTROL FENCE SHALL BE INSTALLED BEFORE DISTURBING THE GROUND AND SHALL BE PROVIDED AS SHOWN ON THE PLAN. THE CONDITION OF THE FENCE SHALL BE INSPECTED DAILY AND REPAIRED IMMEDIATELY. DAMAGED OR DEFECTIVE FENCES SHALL BE REPLACED AND MAINTAINED IN AN EFFECTIVE CONDITION.
3. SOIL EROSION CONTROL MEASURES SHALL BE INCLUDED IN CONTRACTOR BID AND PRICING.
4. THE ENTIRE SITE SHALL BE GRADED SO THAT NO STORM WATER RUNOFF AND LIKewise SOIL SEDIMENT CAN FLOW UNRESTRICTED FROM THE SITE.
5. ALL INLETS, STRUCTURES, PIPES, SWALES, AND ROADS SHALL BE KEPT CLEAN AND FREE OF DIRT AND SILT.
6. MAINTAIN SOIL EROSION CONTROL MEASURES THROUGH THE DURATION OF THIS PROJECT.
7. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN REACHING ONE HALF THE HEIGHT OF THE BARRIER.
8. ALL SOIL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ALL DISTURBED EARTH HAS BEEN PAVED OR VEGETATED.
9. ANY EXCESS TOPSOIL THAT IS TO BE STOCKPILED FOR A PERIOD LONGER THAN 2 WEEKS SHALL BE PROTECTED BY EXCAVATING A TRENCH COMPLETELY AROUND THE STOCKPILE TO PREVENT THE ESCAPE OF SOIL MATERIAL THROUGH STORM WATER RUNOFF. STOCKPILES THAT ARE TO REMAIN LONGER THAN 14 DAYS SHALL BE SEDED WITH AN APPROPRIATE GROUND COVER.
10. TO PREVENT SOIL FROM LEAVING THE SITE ON CONSTRUCTION VEHICLE WHEELS, TEMPORARY GRAVEL ROADS AT WORK ENTRANCES SHALL BE CONSTRUCTED AND SHALL EXTEND INTO JOB SITE. THE EXISTING PAVEMENT SURFACES SHALL BE INSPECTED DAILY FOR SOIL DEBRIS AND SHALL BE CLEANED WHEN NECESSARY.
11. REPLACE SOIL EROSION CONTROL MEASURES WITH SEED, SO2 AND TOPSOIL AT THE COMPLETION OF THE PROJECT.
12. SOIL EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF WHEN PROJECT IS COMPLETED.

SOIL EROSION & SEDIMENT CONTROL NOTES

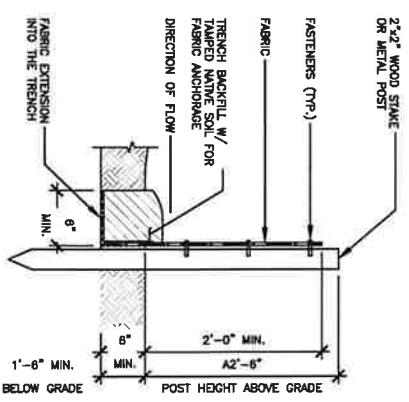
SCALE N.T.S. 4

EROSION CONTROL - SILT FENCE

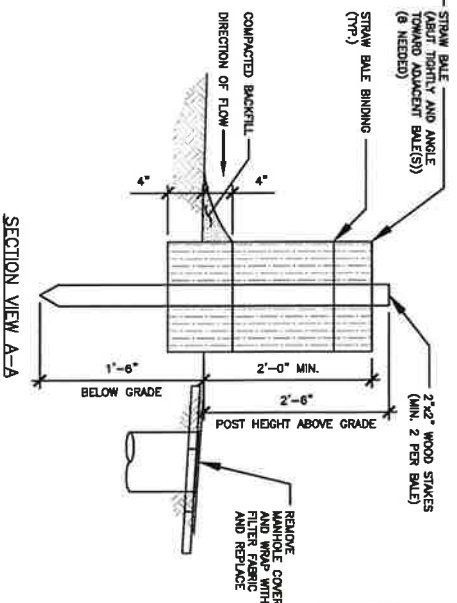
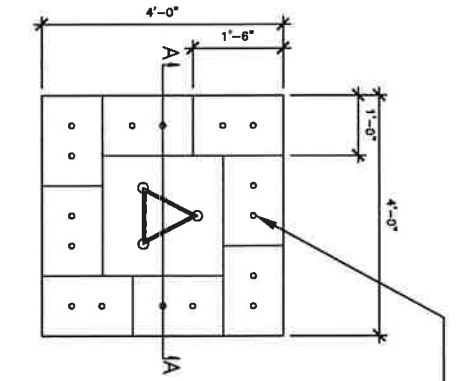
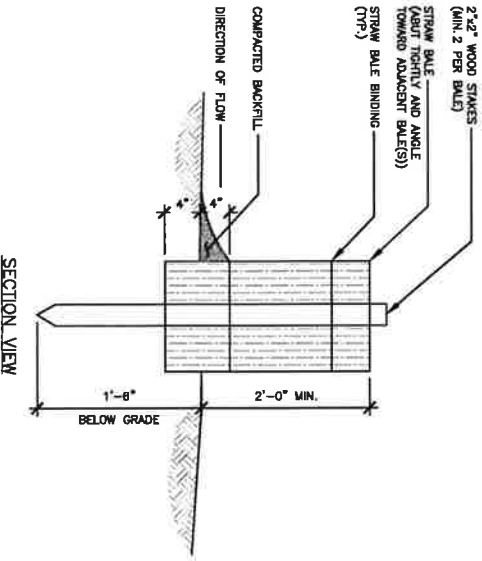
SCALE N.T.S. 2



ISOMETRIC VIEW



SECTION VIEW



EROSION CONTROL - STRAW BALE (OPTIONAL)

SCALE N.T.S. 3

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

SCALE N.T.S. 1

CITY SWITCH

AT&T

LCC TELECOM SERVICES

WESTCHESTER SERVICES, INC.

BARBARA WILSON
10000 WILSON DRIVE
SAN FRANCISCO, CA 94122
TEL: 415.777.0800
FAX: 415.777.0800
www.westchester.com

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: NSM

CHECKED BY: NSM

NO.	DATE	DESCRIPTION
A	09/22/03	PRELIMINARY
B	10/22/03	FOR REVIEW

1-18-03 CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

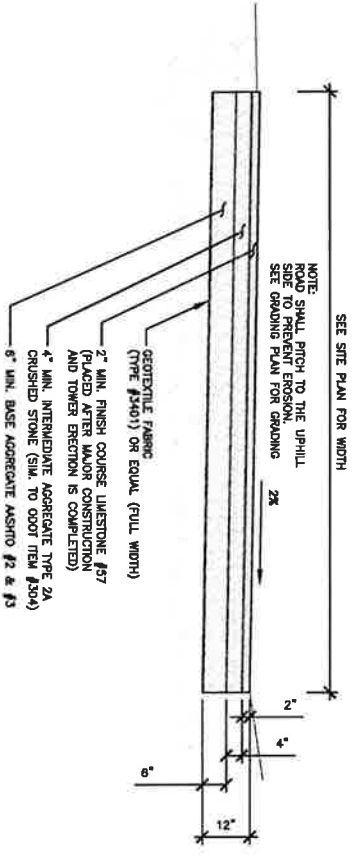
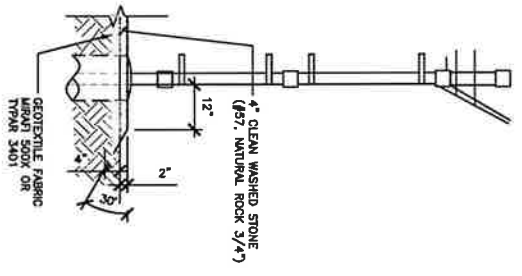
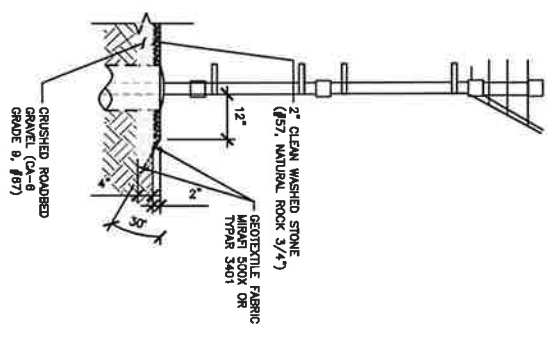
SHEET TITLE
EROSION CONTROL DETAILS

SHEET NUMBER
A11

SITE NAME:
BRAWLEY

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

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



ACCESS DRIVE DETAIL

SCALE
N.T.S.

1

SHEET TITLE
GRADING DETAILS

SHEET NUMBER
A12

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

THIS DRAWING IS THE PROPERTY OF WESTCHESTER TELECOMMUNICATIONS SERVICES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR REPRODUCTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER TELECOMMUNICATIONS SERVICES, INC. IS STRICTLY PROHIBITED.

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY:
NSH

CHECKED BY:
A 09/23/23 PRELIMINARY
B 10/02/23 FOR REVIEW

WESTCHESTER TELECOMMUNICATIONS SERVICES, INC.
14500 WESTCHESTER DRIVE
SAN DIEGO, CA 92128
TEL: 619.594.1234 FAX: 619.594.1235
WWW.WESTCHESTERTELECOM.COM

WESTCHESTER SERVICES, INC.

AT&T

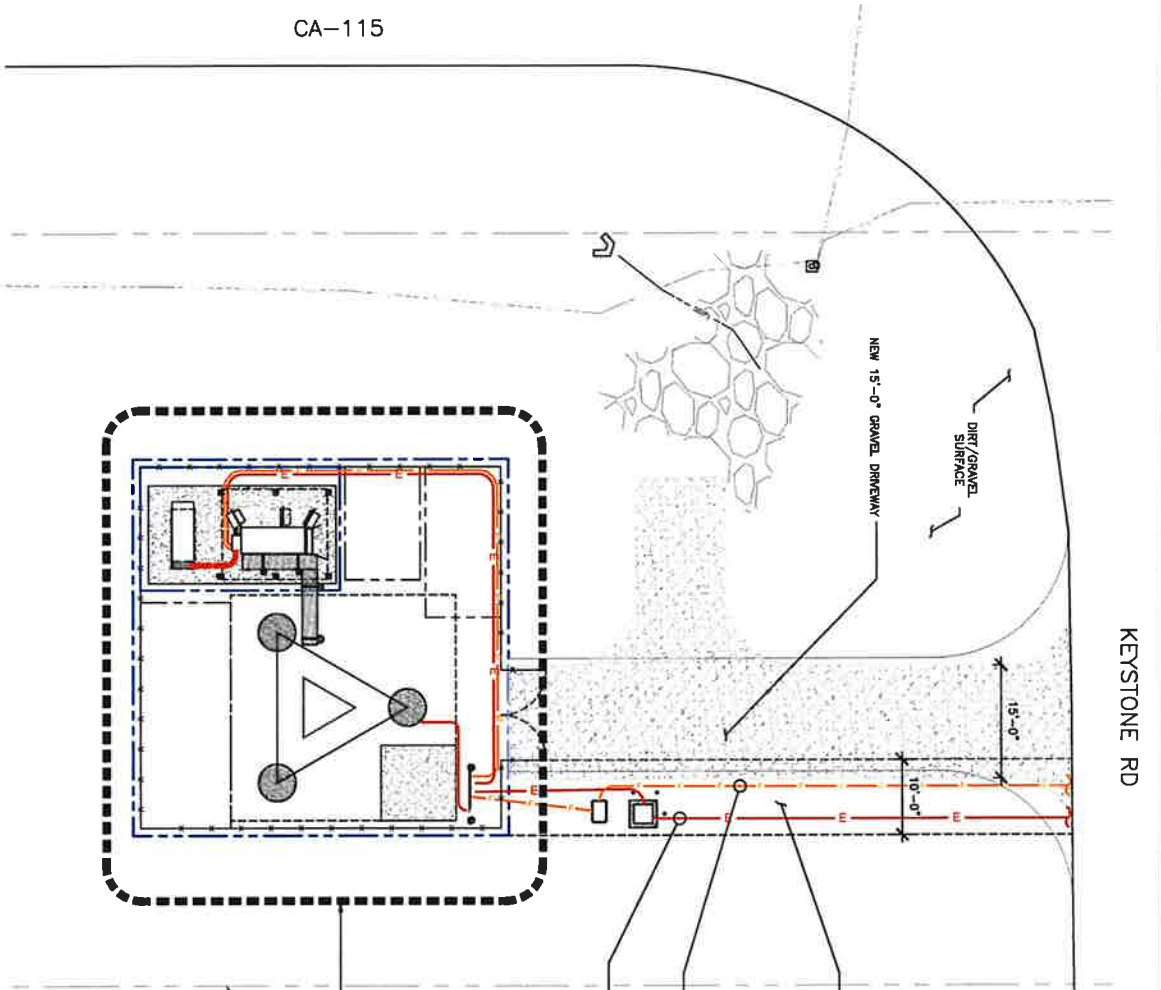
LC

CITY SWITCH

PC ORIGINAL PKG

CA-115

OVERALL UTILITY PLAN



KEYSTONE RD

NEW 15'-0" GRAVEL DRIVEWAY

DIRT/GRAVEL SURFACE

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

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

SEE E1.1 FOR ENLARGED UTILITY PLAN

APPROXIMATE PROPERTY LINE

LEGEND

SCALE: N.T.S. 2

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

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



PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: NAB
 CHECKED BY: NAB
 DATE: 08/20/20
 DESCRIPTION: PRELIMINARY
 8 10/22/23 FOR REVIEW

FOR YOU: 415.227.8810
 3448 WILSON AVENUE
 SAN ANTONIO, TEXAS 78227-2070
 FAX: 415.271.9800
 WWW.WESTCHESTERTELECOMSERVICES.COM

WESTCHESTER TELECOM SERVICES, LLC

AT&T

CITY SWITCH

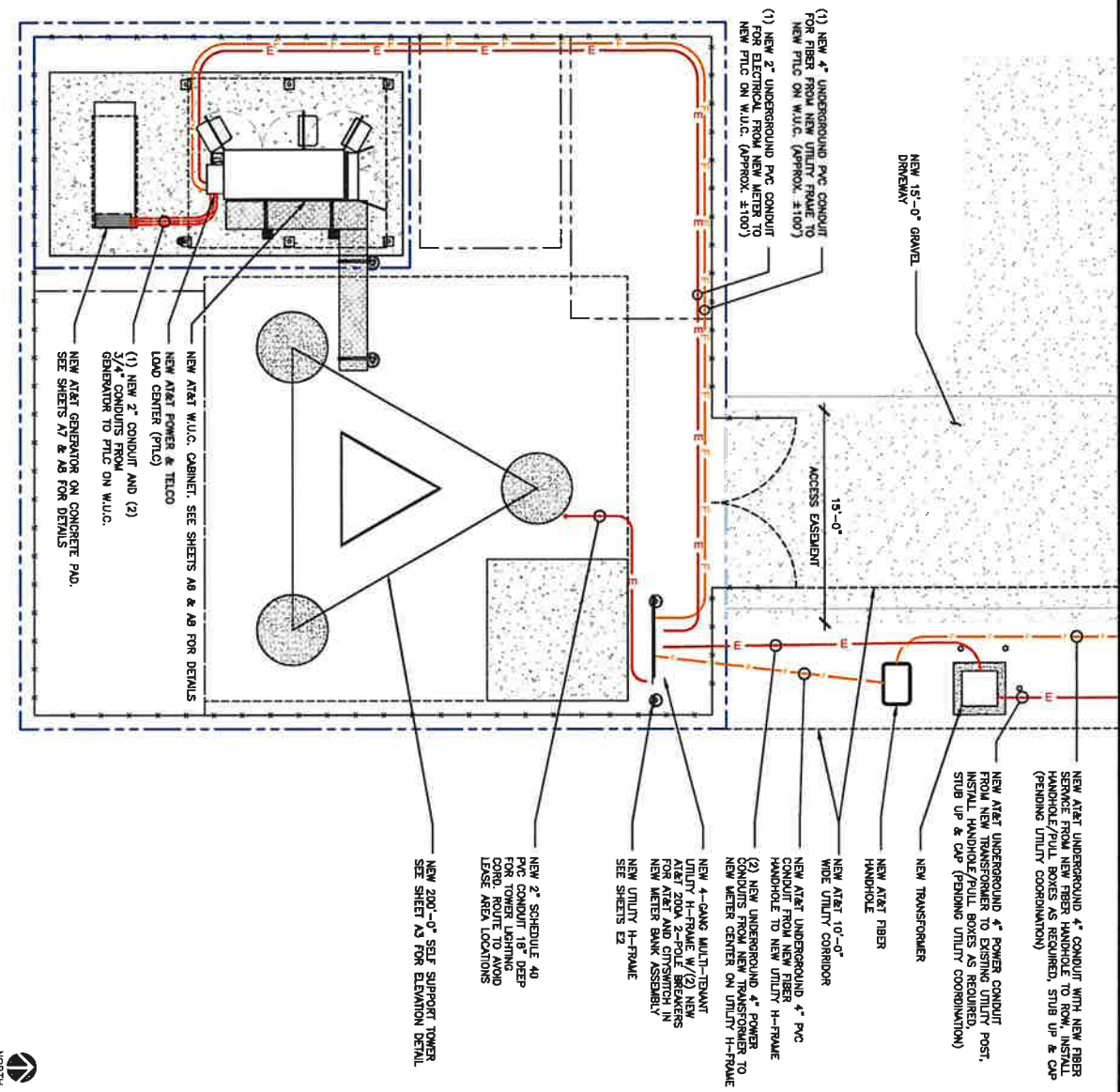
SITE NAME: BRAWLEY
 SITE ADDRESS: 3574 CA-115
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE: OVERALL UTILITY PLAN
 SHEET NUMBER: E1

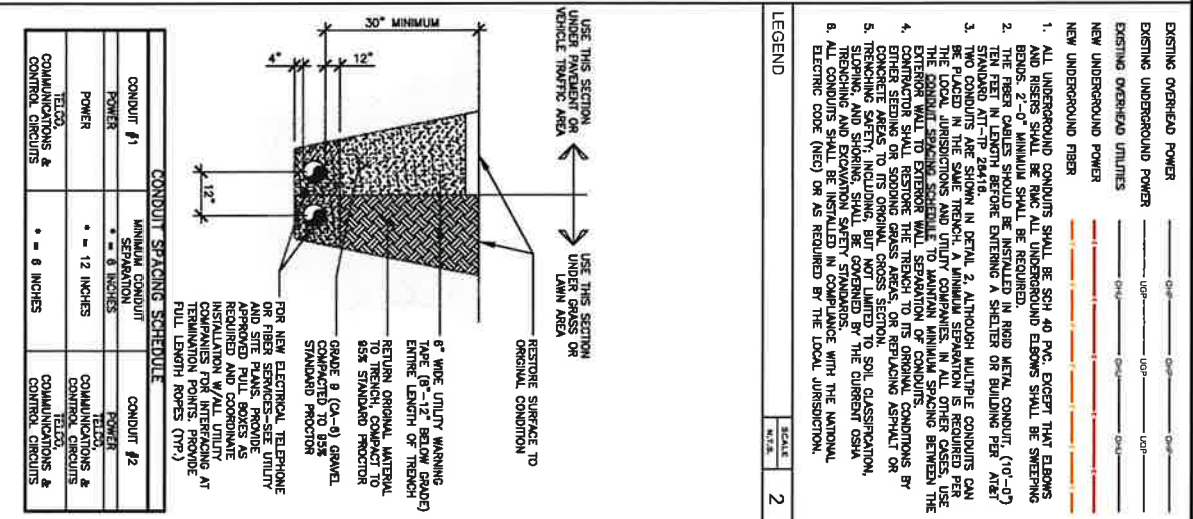
THIRD PARTY COMPANY THAT THEIR MANUWRITE PROVIDED BY THE CLIENT UNDER ANY DIRECT OR INDIRECT AGREEMENT WITH THE LANDOWNER OR ARCHITECT UNDER THE LAND OF THE OWNER OF CALIFORNIA

PC ORIGINAL PKG

ENLARGED UTILITY PLAN



TRENCH DETAIL



SHEET NUMBER

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: NIM

CHECKED BY: NIM

REV	DATE	DESCRIPTION
1	06/22/23	PRELIMINARY
2	06/22/23	FOR REVIEW

1" HIGHWAY CENTERLINE THAT THESE PLANS WERE PREPARED BY THE CALIFORNIA HIGHWAY PATROL. THESE PLANS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE CALIFORNIA HIGHWAY PATROL.

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES

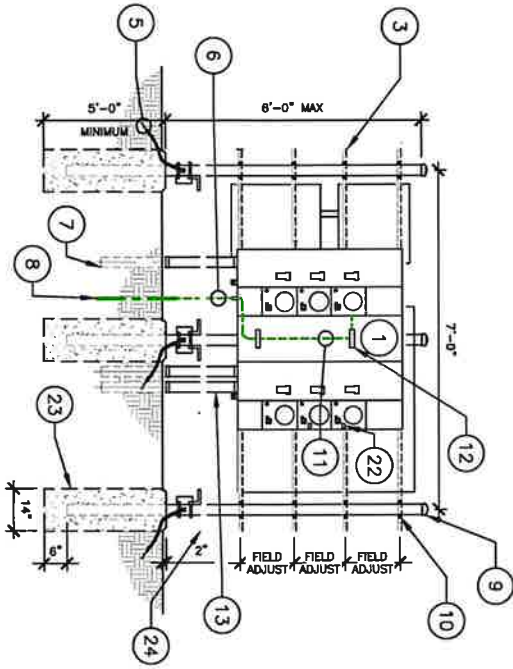
3574 CA-115
BRAUNLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
ENLARGED UTILITY PLAN

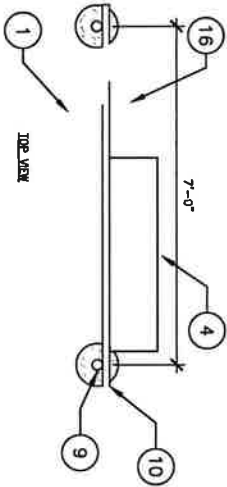
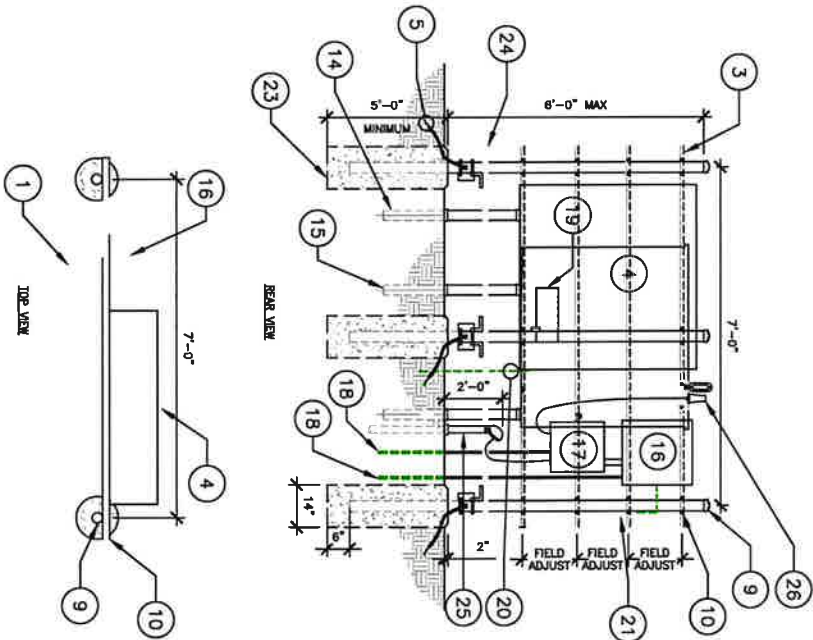
E1.1

MULTI-CARRIER UTILITY RACK DETAIL

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



- 1 MODULAR METERING MAIN SERVICE CENTER (SEE NOTE 1).
- 2 DISTRIBUTION BREAKER, AND WATERPLATE TO INDICATE METER BREAKER, AND CARRIER OR PANEL (TYP).
- 3 1/2" HOOD HOT DIPPED UNISTRUT CROSS MEMBER (TYP. OF 4) W/ END CAPS. VERIFY VERTICAL REPLACEMENT WITH EQUIPMENT.
- 4 NEW 48"x48"x12" HEAVY 3X HEAVYMAN BOX AS INDICATED ON PLANS. SEE NOTE 2.
- 5 #2 AVG SOLID TINNED COPPER WIRE WITH EXOTHERMIC WELD CONNECTION TO POST IN CONDUIT TO WITHIN 1" OF EXOTHERMIC CONNECTION (TYP. AT EACH POST).
- 6 2/0 AVG SOLID TINNED COPPER GROUND WIRE IN 1" PVC.
- 7 POWER CONDUIT TO CARRIER EQUIPMENT
- 8 5/8"x1/2"-Ø COPPER GLAD STEEL
- 9 ISOLATED GROUND ROD PER CODE
- 10 3.5" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
- 11 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
- 12 #2/0 GREEN INSULATED STRANDED COPPER WIRE
- 13 SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
- 14 POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
- 15 TELCO/FIBER CONDUIT TO CARRIER EQUIPMENT.
- 16 FIBER CONDUIT TO CARRIER EQUIPMENT.
- 17 12E4, 120/240V, 1 PHASE, 3 WIRE, 12 LOAD CENTER (#00112125P98B, OR APPROVED EQUIVALENT) FOR CITSWITCH
- 18 NEW TOWER LIGHT CONTROLLER. CONDUIT TO BE PROVIDED BY TOWER MANUFACTURER FOR SPECIFICS.
- 19 #2 SOLID, TINNED, BARE COPPER LEADS TO COMPOUND GROUND RING.
- 20 HOFFMAN BOX GROUND BAR.
- 21 #2 AVG GROUND WITH MECHANICAL SINGLE END.
- 22 WEATHERPROOF DUPLEX RECEPTACLE.
- 23 CARRIER METER LABEL.
- 24 CONCRETE PIER FOUNDATION TO CARRY A MINIMUM STRENGTH OF 3000 PSY AT 28 DAYS. SEE PERMITS FOR ALL PERMITS. SEE PER FOUNDATION DETAIL ON SHEET C-3 FOR REINFORCEMENT DETAILS.
- 25 STEP-UP PLATFORM, SEE DETAIL SHEET E-2.1
- 26 2" CONDUIT TO TOWER AMANTON LIGHT CONTROL. SENSOR, FACE SENSOR TOWARD NORTH.



NOTES:
1. CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN SERVICE CENTER, 120/240, 1Ø, 3W, 3Ø, 12E4, NEHA 3Ø WITH (Ø) METER SOCKETS (SQUARE D OR EQUAL), METER CENTER SHALL BE FURNISHED WITH (1) 200AMP CONDUIT BREAKERS SHALL BE COMPLETED WITH (Ø) METER CENTER.
2. WHERE INDICATED ON PLANS PROVIDE A FIBER/TELCO DEMARCATION BOX TO INCLUDE 48"x48"x12" HEAVY 3X SQUARE SUPPRESSION AND 2"x1/2" 81/2" COPPER THIN-PLATED BRASS GROUNDING BARS. VERIFY VERTICAL REPLACEMENT INTO THE BOX.
3. CONTRACTOR TO PROVIDE LOCKING PROTECTION FOR UTILITY EQUIPMENT LOCATED OUTSIDE OF THE TOWER COMPOUND AREA.

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

SCALE
N.T.S. 1

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES

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

SHEET TITLE:
H-FRAME DETAILS

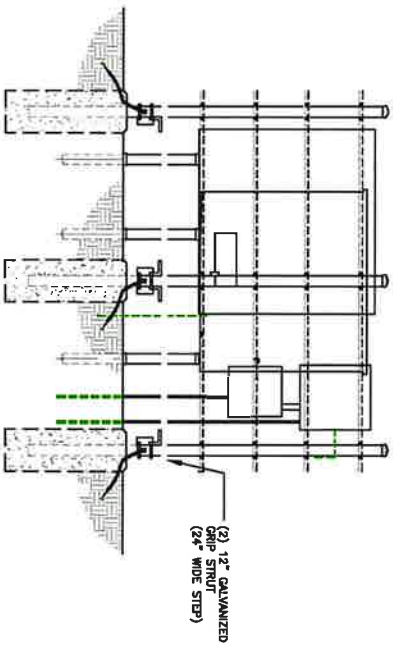
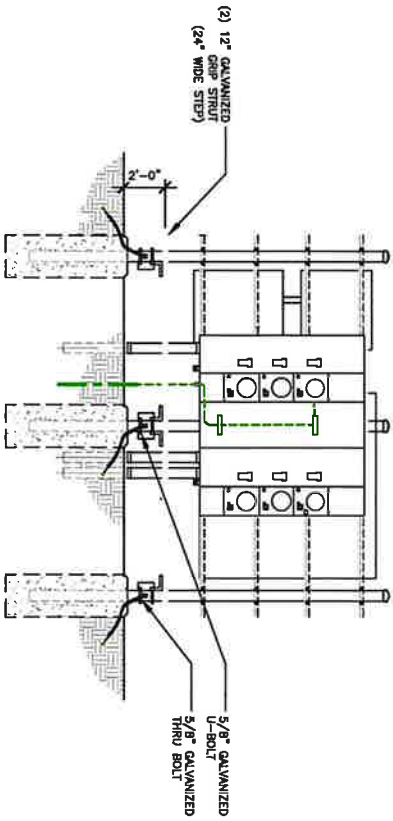
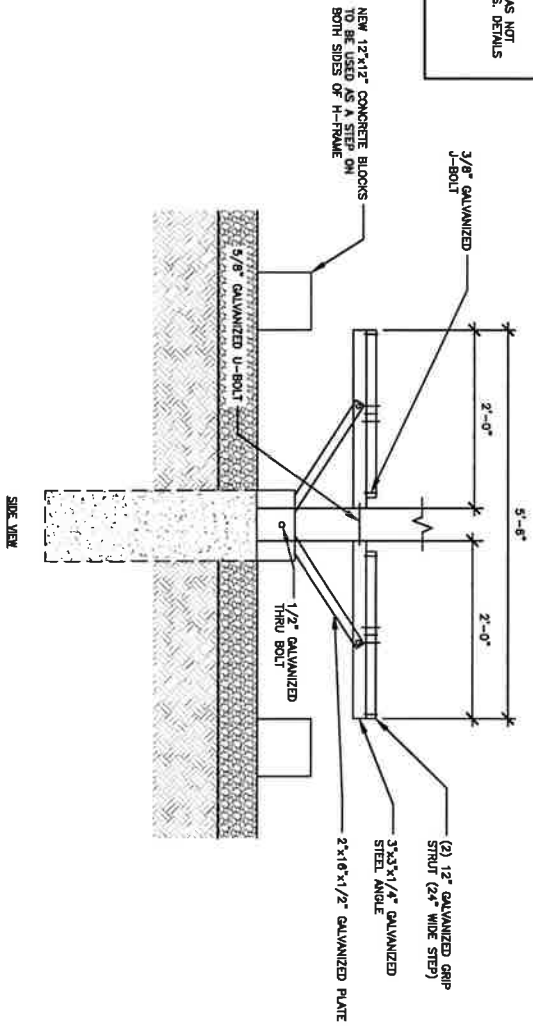
SHEET NUMBER:
E2

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

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

*1 INCH BY CENTER THIN THICK PLAIN WIRE REBAR SHALL BE USED FOR ALL REBAR UNLESS OTHERWISE SPECIFIED UNDER THE NAME OF THE STATE OF CALIFORNIA.

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



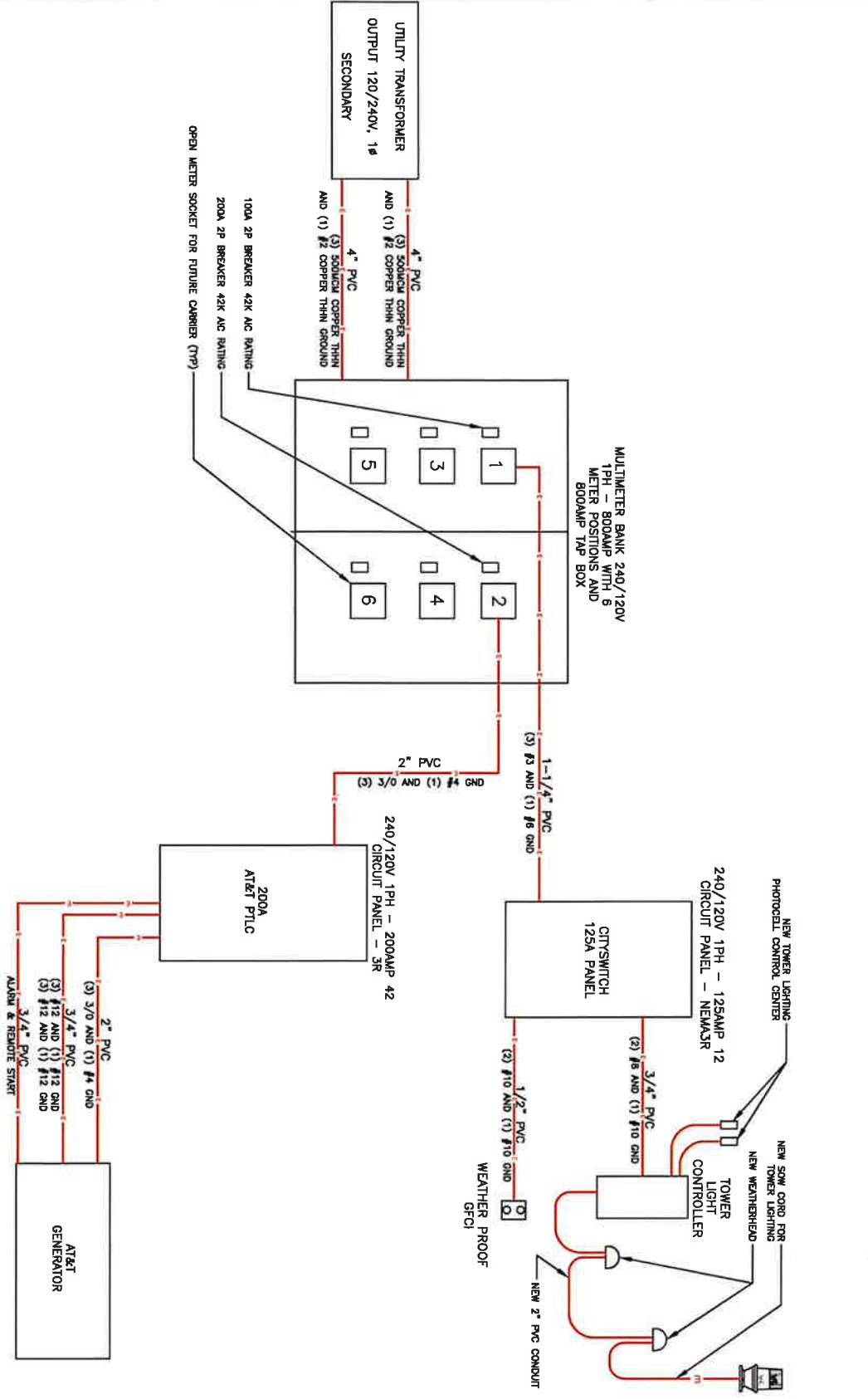
NOTE:
CONTRACTOR TO INSTALL NUMBERED MULT-STEP/PULL STRINGS IN ALL CONDUITS

MULTI-CARRIER UTILITY RACK DETAIL

SCALE: 1/4" = 1'

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

SINGLE-LINE DIAGRAM



SCALE
N.T.S.
1

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, LLC

LAN SERVICES
CLOUD SERVICES
TELEPHONY
FAX
PA, 847.277.9800
FAX, 847.277.9800
www.westchesterservices.com

**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

DRAWN BY: **NM**

CHECKED BY: **NM**

REV	DATE	DESCRIPTION
1	04/23/23	PRELIMINARY
2	10/20/23	FOR REVIEW

* HIGHER CARRY THAT THESE DRAWINGS
PROVIDED BY AT&T UNDER AN ELECTRIC
CONTRACT UNDER THE TERMS OF THE SERVICE OF
AGREEMENT.

SITE NAME:
BRAMLEY

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

SHEET TITLE
**SINGLE-LINE
DIAGRAM**

SHEET NUMBER
E3

PC ORIGINAL PKG

AT&T PANEL SCHEDULE

CITYSWITCH PANEL SCHEDULE

METER POSITION 1 - CITYSWITCH LOAD CENTER

LOAD	DESCRIPTION	QTY.	LOAD PER PHASE (VA)		WIRE COLOR	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOADS SUB-PANEL	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOAD PER PHASE (VA)		WIRE COLOR	LOAD	DESCRIPTION
			A	B							A	B			
1	GRN RECEPTACLES	1	600	600	BLK	X					600	600	BLK	1	SPWRC
3	TOKEN LIGHT	1	1800	1800	RED	X					1800	1800	RED	1	SPWRC
5	TOKEN LIGHT	1	1800	1800	BLK	X					1800	1800	BLK	1	SPWRC
7	SPWRC	1			RED								RED	1	SPWRC
9	SPWRC	1			BLK								BLK	1	SPWRC
11	SPWRC	1			RED								RED	1	SPWRC
			TOTAL								4000	4000			
			NON-CONTINUOUS								800	800			
			TOTAL								4800	4800			
			TOTAL W.A.								440	440			
			TOTAL AMPS								18.18	18.18			

PANEL DESCRIPTION: ELECTRICAL PANEL (75) 2
 MAIN LINES V/A: MAIN BREAKER: 100 AMP
 VOLTAGE: 120/240
 CYCLE: 60
 PHASE: 1
 WIRE: 3
 MAIN CIRCUIT BREAKER: 100 AMPS
 BREAKER: 100 AMPS
 WIRE: 120 AMPS

METER POSITION 2 - AT&T INTEGRATED LOAD CENTER

LOAD	DESCRIPTION	QTY.	LOAD PER PHASE (VA)		WIRE COLOR	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOADS SUB-PANEL	LOADS CONTINUOUS	LOADS NON-CONTINUOUS	LOAD PER PHASE (VA)		WIRE COLOR	LOAD	DESCRIPTION
			A	B							A	B			
1	RECEPTACLES #1	1	1400	1400	BLK	X					1400	1400	BLK	1	RECEPTACLES #1
3	RECEPTACLES #1	1	1400	1400	RED	X					1400	1400	RED	1	RECEPTACLES #1
5	RECEPTACLES #1	1	1400	1400	BLK	X					1400	1400	BLK	1	RECEPTACLES #1
7	RECEPTACLES #1	1	1400	1400	RED	X					1400	1400	RED	1	RECEPTACLES #1
8	RECEPTACLES #1	1	1400	1400	BLK	X					1400	1400	BLK	1	RECEPTACLES #1
11	RECEPTACLES #1	1	1400	1400	RED	X					1400	1400	RED	1	RECEPTACLES #1
13	RECEPTACLES #1	1	1400	1400	BLK	X					1400	1400	BLK	1	RECEPTACLES #1
15	RECEPTACLES #1	1	1400	1400	RED	X					1400	1400	RED	1	RECEPTACLES #1
17					BLK								BLK		
18					RED								RED		
21	GRN RECEPTACLES	1	180	180	BLK	X					180	180	BLK	1	GRN RECEPTACLES
23	GRN RECEPTACLES	1	180	180	RED	X					180	180	RED	1	GRN RECEPTACLES
25	BATTERY CHARGER	1	240	240	BLK	X					240	240	BLK	1	BATTERY CHARGER
27	BATTERY CHARGER	1	1800	1800	RED	X					1800	1800	RED	1	BATTERY CHARGER
29	SPWRC	1			BLK								BLK	1	SPWRC
			TOTAL								3120	3120			
			NON-CONTINUOUS								3120	3120			
			TOTAL W.A.								3120	3120			
			TOTAL AMPS								12.10	12.10			

PANEL DESCRIPTION: ELECTRICAL PANEL (75) 2
 MAIN LINES V/A: MAIN BREAKER: 200 AMP
 VOLTAGE: 120/240
 CYCLE: 60
 PHASE: 1
 WIRE: 3
 MAIN CIRCUIT BREAKER: 200 AMPS
 BREAKER: 200 AMPS
 WIRE: 120 AMPS

SCALE 1

SCALE 2

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER

1600 WEST CHESTER AVENUE
 ALHAMBRA, CA 91801
 TELEPHONE: 818 277 2000
 FAX: 818 277 0800
 WWW.WESTCHESTERTELECOM.COM

PRELIMINARY DRAWINGS
 NOT FOR CONSTRUCTION

DRAWN BY: MM

CHECKED BY: RSB

NO.	DATE	DESCRIPTION
1	02/23	PRELIMINARY
2	03/22	FOR REVIEW

THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER TELECOM SERVICES. ANY REPRODUCTION OR DISSEMINATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER TELECOM SERVICES IS STRICTLY PROHIBITED.

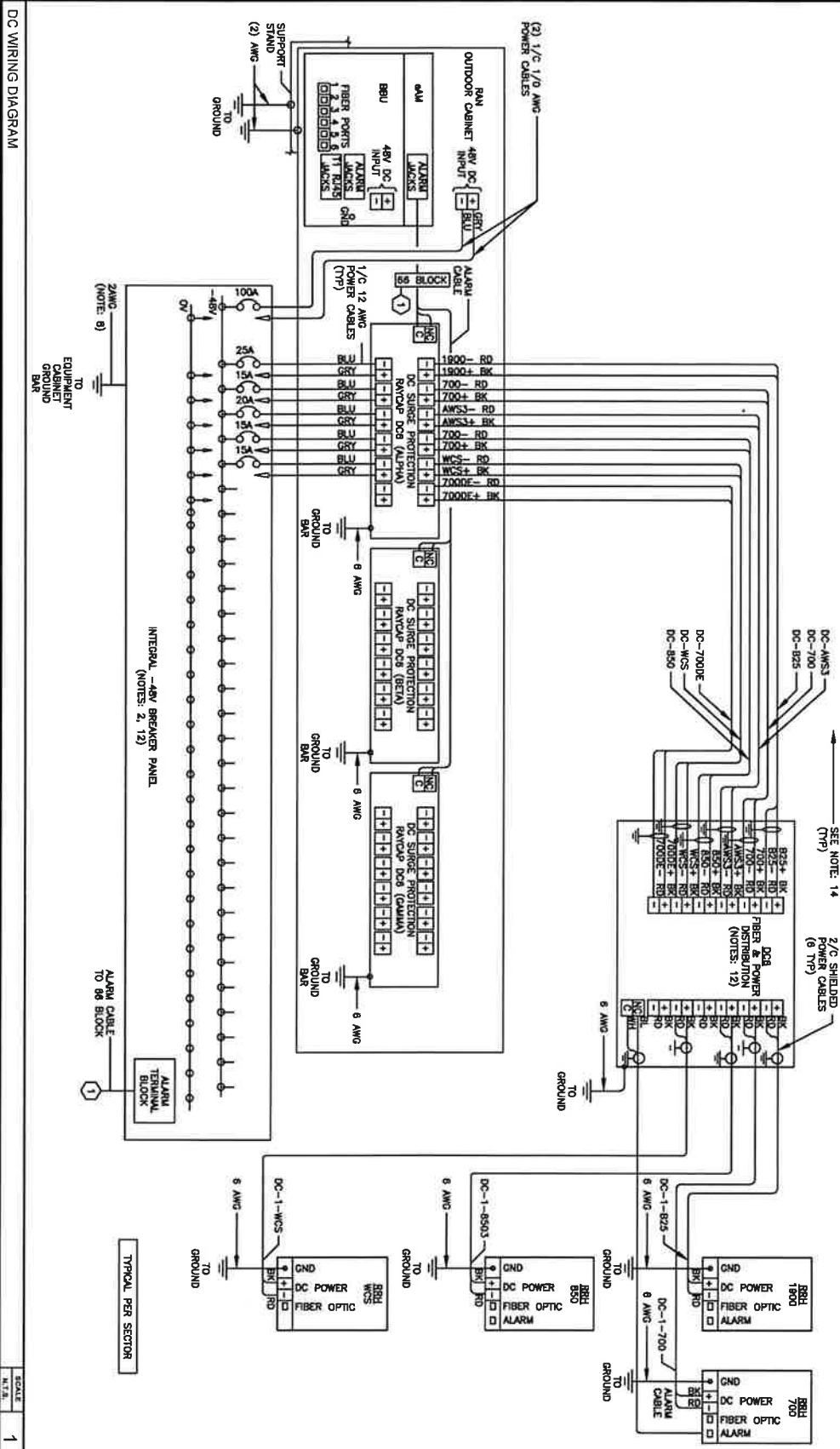
SHEET TITLE
PANEL SCHEDULES

SHEET NUMBER
E4

SITE NAME:
BRAWLEY

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

- NOTES**
1. LABEL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF-ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY; I.E. "X-AMS3".
 2. INSTALL ON IN AVAILABLE EQUIPMENT CABINET.
 3. CABLE TERMINALS FOR +24V INPUT FEED A FEED B AND REFERENCE GROUND SHALL BE 2-HOLE 3/8" ON 1" CENTER.
 4. INSTALL CABLE TERMINALS FOR FEED A AND RETURN BACK-TO-BACK ON OPPOSITE SIDES OF PAD USING 1-HOLE 3/8" TERMINALS.
 5. CABLE TERMINALS FOR CHASSIS GROUND SHALL BE 2-HOLE 1/4" ON 3/8" CENTER.
 6. ALL WIRING SHALL BE PERMITTED TO BE INSTALLED IN CONDUIT AS SHOWN ON THE DRAWING. 1 EACH FROM DC SURGE SHELF TO DCS.
 7. WHEN CONNECTOR BOTS ARE REQUIRED WHEN FIBER OPTIC CABLES ARE INSTALLED IN CONDUIT AS SHOWN ON THE DRAWING.
 8. CONVERTER REFERENCE GROUND IS NOT REQUIRED WHEN CONVERTER AND 24V DC POWER PLANT ARE ON THE SAME RACK OR ENCLOSURE.
 9. THE BARE GROUND WIRE OF EACH MULTI-CONDUCTOR CABLE AND DRAWN WIRE WHEN A SHIELDED CABLE IS USED, SHALL BE CONNECTED TO THE EQUIPMENT CABINET GROUND BAR.
 10. SEE ALARM BLOCK ASSIGNMENT DETAIL FOR ALARM CABLE CONNECTIONS.
 11. ALL WIRING SHALL BE PERMITTED TO BE INSTALLED IN CONDUIT AS SHOWN ON THE DRAWING.
 12. NOTED EQUIPMENT WIRE AND SHIELD DRAWN WIRE TO BE LEFT UN-TERMINATED AT RHH.
 13. CABLE GROUND WIRE AND SHIELD DRAWN WIRE TO BE LEFT UN-TERMINATED AT RHH.
 14. WHEN AN RHH IS USED INSTEAD OF AN AMS RHH CABLE, LABELS SHOULD REFLECT CORRECT FREQUENCY BAND.



CITY SWITCH

AT&T

LCC TELECOM SERVICES

WESTCHESTER SERVICES, LLC

604 PINE GLEN
MAYFIELD, OHIO
TELEPHONE: 847 277 0099
FAX: 847 277 0680
info@westchester.com

**PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION**

DRAWN BY: NM
CHECKED BY: RM

REV	DATE	DESCRIPTION
1	09/23/23	PRELIMINARY
2	10/22/23	FOR REVIEW

**SHEET TITLE
DC WIRING
DIAGRAM**

**SHEET NUMBER
E5**

SITE NAME:
BRAVLEY
SITE ADDRESS:
3574 CA-115
BRAVLEY, CA 95227
IMPERIAL COUNTY

APPROVED BY: [Signature]
DATE: [Date]

FOR REVIEW BY: [Signature]
DATE: [Date]

FOR REVIEW BY: [Signature]
DATE: [Date]

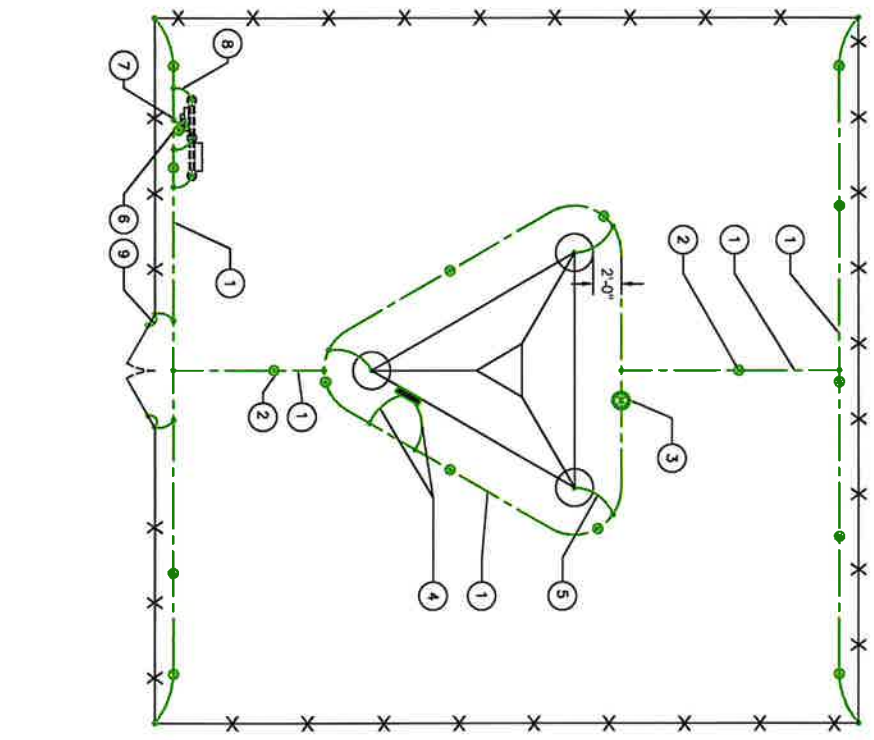
FOR REVIEW BY: [Signature]
DATE: [Date]

1. GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
2. 5/8" x 10'-0" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
3. GROUND SYSTEM TEST WELL
4. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
5. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM TOWER BASE PLATE TO NEW GROUND RING
6. 5/8" x 10'-0" COPPER CLAD GROUND ROD FOR ELECTRICAL SERVICE GROUND
7. #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM ELECTRICAL SERVICE GROUND TO LIGHTNING PROTECTION GROUND RING
8. #2 SOLID TINNED, BARE COPPER GROUND WIRE BOUND UTILITY POST W/ VS TYPE DOWNWELD. (1 PER POST REQ'D)
9. ALL 1" OR EQUAL 3/4" GROUNDING CONDUCTOR W/BLACK NEOPRENE INSULATION & PRE-CORRUGATED ENDS ATTACHED TO GATE POST AND GATE FRAME W/ VS TYPE EXOTHERMIC INSULANT W/ WELDS 18" ABOVE FINISH GRADE
10. IN THE EVENT A PAV/DECK FOUNDATION IS INSTALLED, THE BURIED GROUND RING SHALL BE INSTALLED A MINIMUM 2 FT. FROM THE EDGE OF CONCRETE

GROUNDING LEGEND

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

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

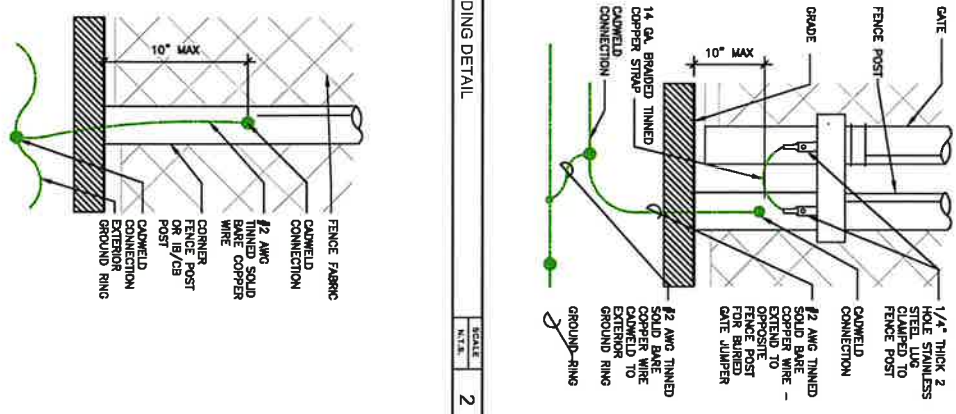


TYPICAL FENCE AND TOWER GROUNDING PLAN

SCALE: N.T.S. 3

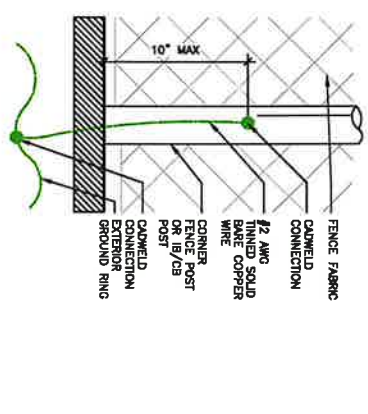
GATE GROUNDING DETAIL

SCALE: N.T.S. 2



FENCE GROUNDING DETAIL

SCALE: N.T.S. 1



CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, INC.

800 FIVE CRESTS
MILPITAS, CA 95035
TELEPHONE: 415 277-0600
FAX: 415 277-0600
WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

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

SHEET TITLE
COMPOUND GROUNDING PLAN

SHEET NUMBER
G1

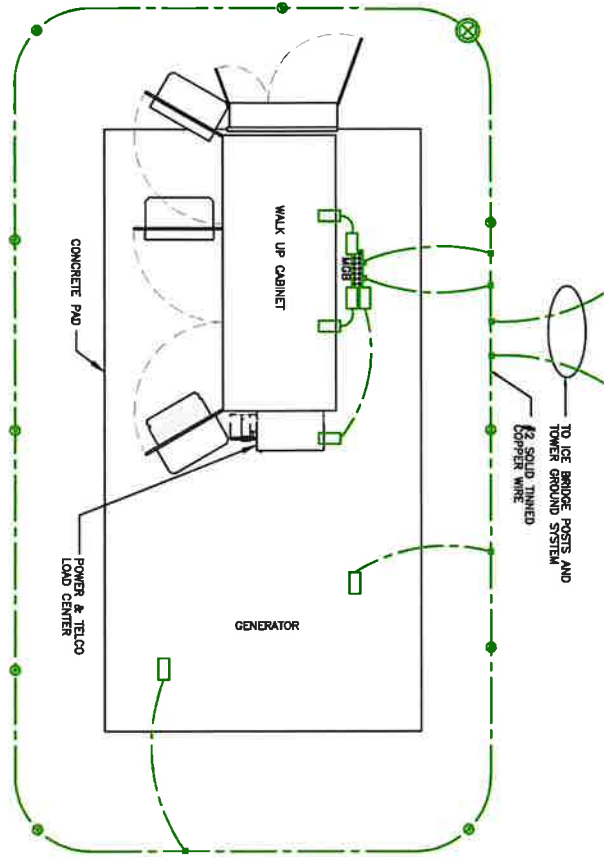
SITE NAME
BRAUNLEY

SITE ADDRESS:
3574 CA-115
BRAUNLEY, CA 95227
IMPERIAL COUNTY

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

TYPICAL GROUNDING PLAN

SCALE N.T.S. 2

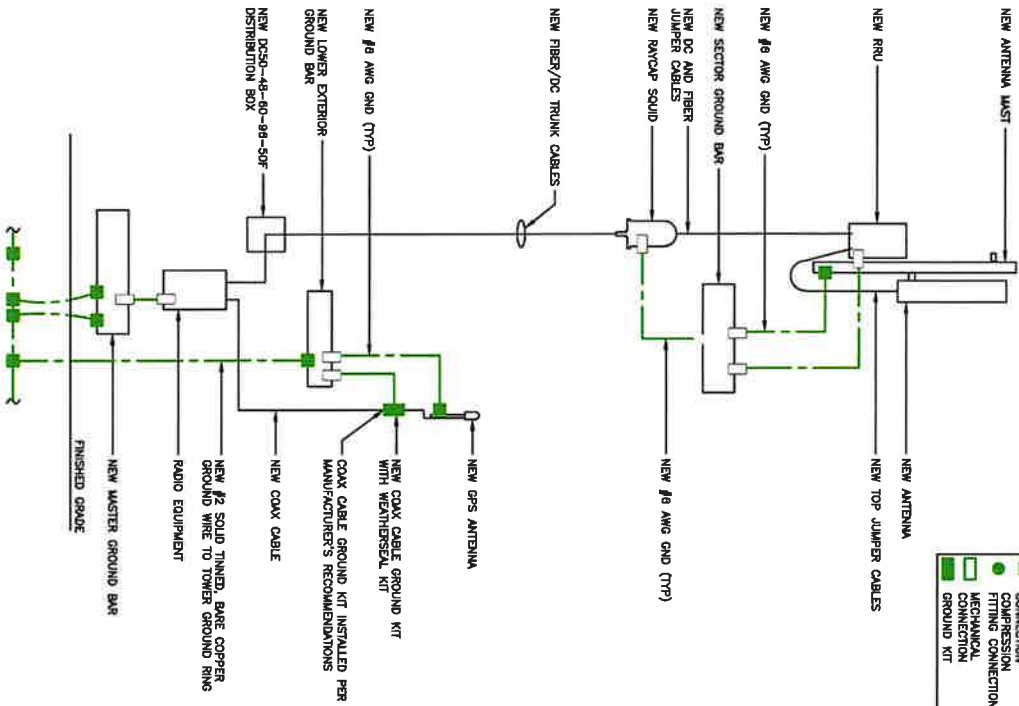


GROUNDING LEGEND

	MECHANICAL CONNECTION
	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	5/8\"/>
	5/8\"/>
	PROPOSED GROUND WIRING
	EXISTING GROUND WIRING
	TINNED COPPER GROUND BAR
	1/4\"/>
	MAIN GROUND BAR
	MGB

RISER DIAGRAM

SCALE N.T.S. 1



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

LEGEND

	EXOTHERMIC WELD CONNECTION
	COMPRESSION FITTING CONNECTION
	MECHANICAL CONNECTION
	GROUND KIT

CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, LLC

15150 N. 10TH STREET
BLISSMONT, CA 94008
TELEPHONE: 415-277-0000
FAX: 415-277-0000
WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

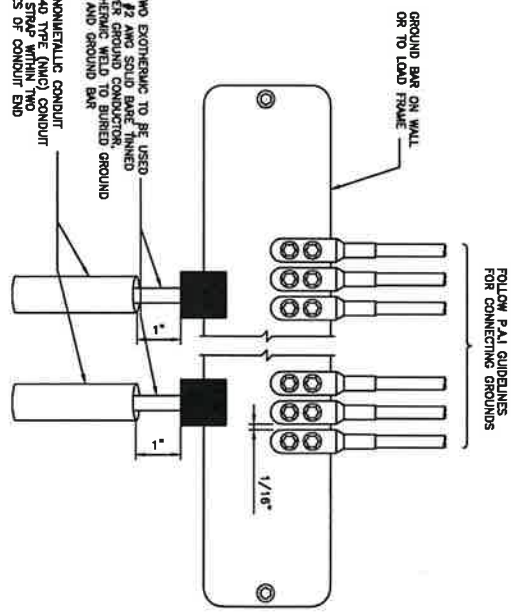
REV	DATE	DESCRIPTION
A	09/23/23	PRELIMINARY
B	10/02/23	FOR REVIEW

THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES, LLC. ANY REPRODUCTION OR DISSEMINATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, LLC IS STRICTLY PROHIBITED. UNDER THE LAWS OF THE STATE OF CALIFORNIA.

SHEET TITLE
GROUNDING PLAN & RISER DIAGRAM

SHEET NUMBER
G2

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

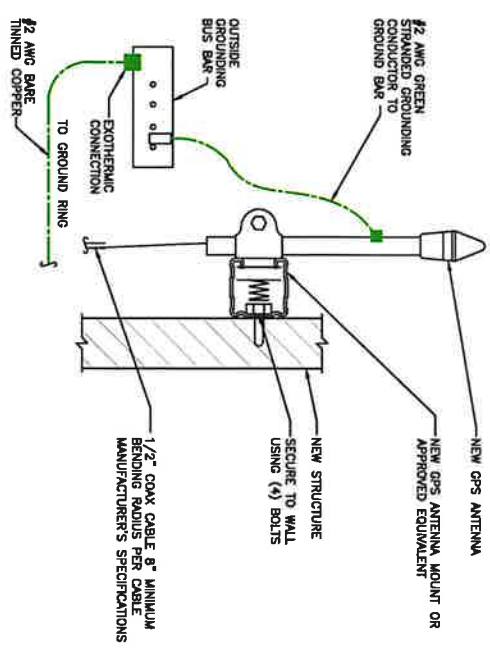


(2) TWO EXOTHERMIC TO BE USED WITH #2 AWG SOLID BARE TINNED COPPER GROUND CONDUCTOR EXOTHERMIC WELD TO BURIED GROUND RING AND GROUND BAR

PEC NONMETALLIC CONDUIT 50% 40 TYPE (MVC) CONDUIT WITH 50% OF CONDUIT END NICHES OF CONDUIT END

MAIN GROUND BAR DETAIL

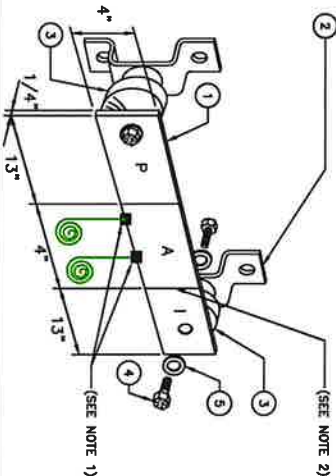
SCALE N.T.S. 5



GPS ANTENNA GROUNDING

SCALE N.T.S. 4

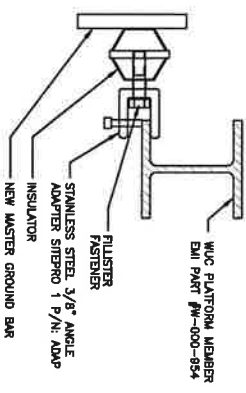
NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"x4"x12"	SOLID GROUND BAR
2	2	A-8056	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-1x1" H.H.C.S.
5	4	3015-B	5/8" LOCKWASHER



MASTER GROUND BAR DETAIL

SCALE N.T.S. 2

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



ANGLE ADAPTER DETAIL

SCALE N.T.S. 3

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

SECTION "P" - SURGE PROTECTORS

(EC) CELL REFERENCE GROUND BAR (IF COLLOCATED)

(EG) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)

(EE) TIE-TO GROUND BAR (#2 AWG)

(EF) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (3/0)

(EG) FIBER GROUND BAR (#2 AWG)

(EH) POWER ROOM REFERENCE GROUND BAR (#2 AWG)

(EI) RECTIFIER FRAMES

SECTION "A" - SURGE ABSORBERS

(EG) INTERIOR GROUND RING (#2 AWG)

(EE) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2 AWG)

(EG) METALLIC COLD WATER PIPE (IF AVAILABLE) (1/0 AWG)

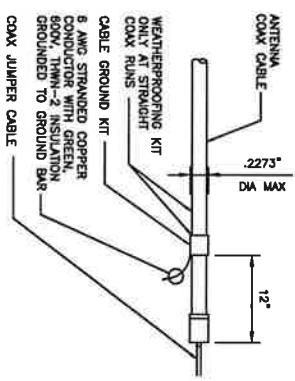
(EG) BUILDING STEEL (IF AVAILABLE) (1/0 AWG)

SECTION "I" - ISOLATED GROUND ZONE

(A1&T) ALL ISOLATED GROUND REFERENCE (A1&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 TO DRAW THE LINE BETWEEN SECTION AND TO DRAW THE LINE BETWEEN SECTION AND TO DRAW EACH SECTION ("A", "I" WITH "I" HIGH LETTERS



COAX GROUND KIT DETAIL

SCALE N.T.S. 1



PRELIMINARY DRAWINGS NOT FOR CONSTRUCTION

NO	DATE	DESCRIPTION	BY
A	09/22/23	PRELIMINARY	AW
B	10/02/23	FOR REVIEW	AW

THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, INC.

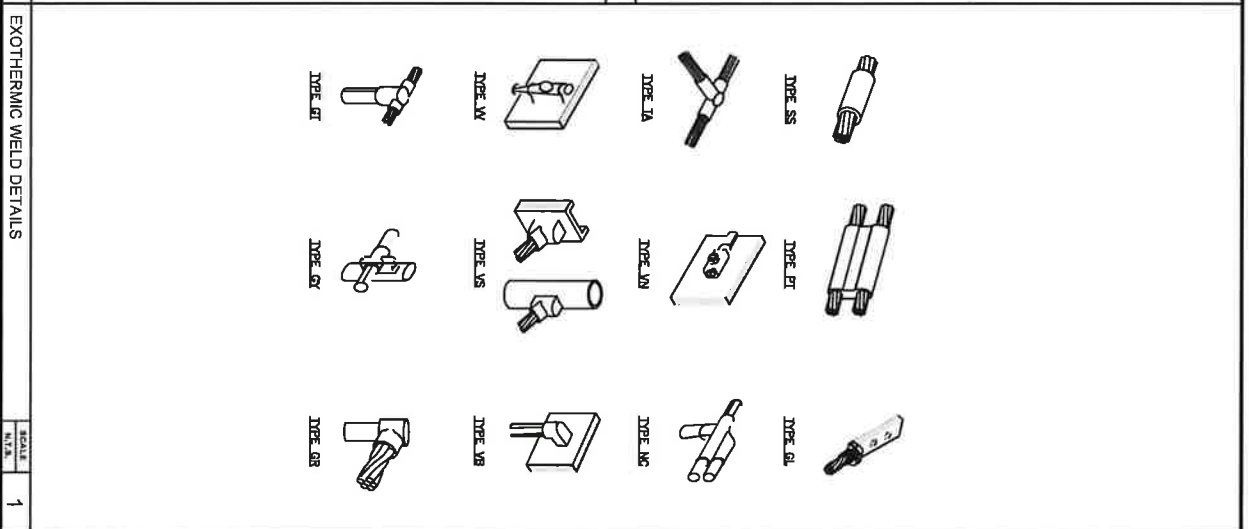
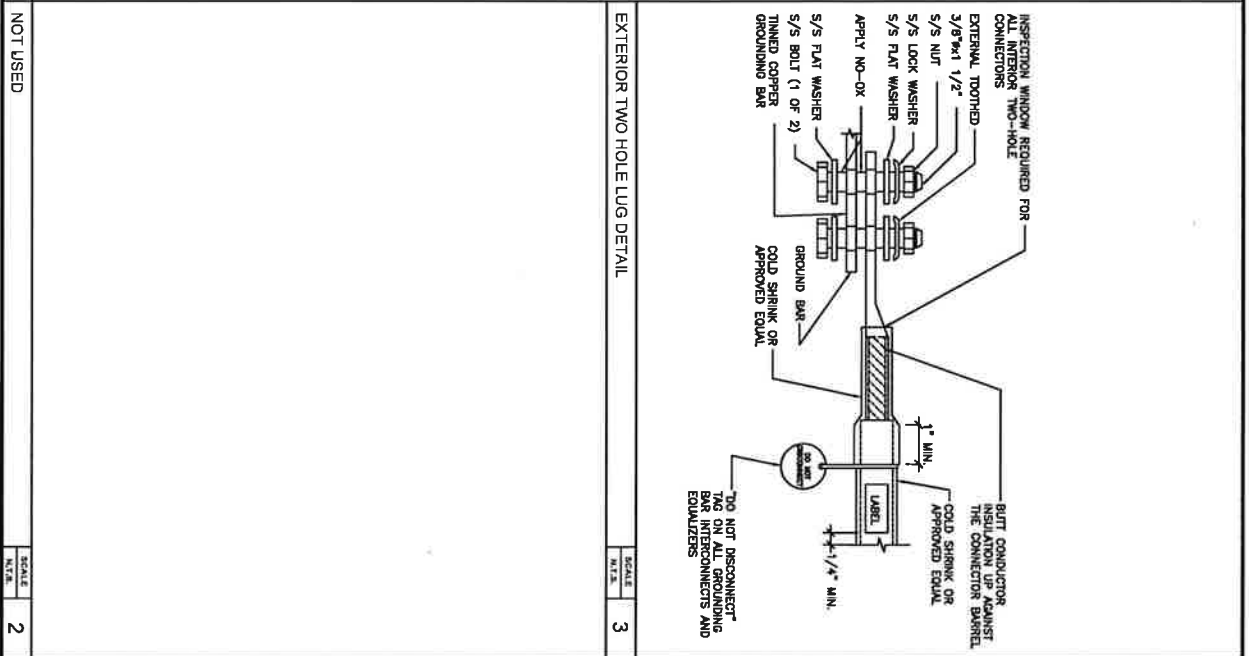
SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G3.1

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

NOT USED

SCALE: 4



CITY SWITCH

AT&T

TELECOM SERVICES

WESTCHESTER SERVICES, INC.

604 PINE GLEN ROAD
BARTONVILLE, ILLINOIS 60109
TEL: 630-477-7000
FAX: 630-477-7000
WWW.WESTCHESTERSERVICES.COM

PRELIMINARY DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN

CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	09/22/23	PRELIMINARY
B	10/02/23	FOR REVIEW

*THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THESE DRAWINGS. ANY REUSE OR DISCLOSURE OF THESE DRAWINGS FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, INC. IS STRICTLY PROHIBITED.

SHEET TITLE: GROUNDING DETAILS

SHEET NUMBER: G3.2

SITE NAME: BRAWLEY

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

**Attachment “H”
ALUC Package**

PC ORIGINAL PKG



Imperial County Planning & Development Services Planning / Building

Jim Minnick
DIRECTOR

TO: Commissioner Mike Goodsell
Commissioner Jenell Guerrero
Commissioner Dennis Logue
Commissioner Sylvia Chavez
Commissioner Jerry Arguelles

FROM: Jim Minnick, Secretary
Planning & Development Services Director

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

DATE OF REPORT: July 19, 2023

AGENDA ITEM NO: 4

HEARING DATE: July 19, 2023

HEARING TIME: 6:00 p.m.

HEARING LOCATION: County Administration Center
Board of Supervisors Chambers
940 Main Street
El Centro, CA 92243

STAFF RECOMMENDATION

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

SECRETARY'S REPORT

Project Location:

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

Project Description:

The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200-foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210-foot tower on a 50' x 50' leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers. The proposed telecommunications facility requires a Conditional Use Permit (CUP#23-0011) and a Variance (V#23-0006) to exceed the 120-foot height limitation for the A-2 (General Agriculture) zone by 90 feet.

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

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

In accordance with Federal Communications Commission (FCC) regulations, the proposed wireless telecommunications facility will be designed and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch will comply with all Federal Communications Commission (FCC) and Federal

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

General Plan/ALUCP Analysis:

The proposed wireless communication facility is located within vacant parcel owned by the Union Pacific Railroad Company and is not located near any County Public Airport or airstrip. The nearest airports are the Brawley Municipal Airport located approximately seven (7) miles northwest, the Holtville Airport located approximately eight (8) miles southeast, and the Imperial County Airport located approximately nine (9) miles southwest of the proposed project site.

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

The Airport Land Use Compatibility Plan (ALUCP), Chapter 2, Policies, Section 2.3, provides "Types of Actions Reviewed" by the Commission, which shall include:

"Any request for variance from a local agency's height limitation ordinance; and any other proposed land use action, as determined by the local planning agency, involving a question of compatibility with airport activities" (Section 2.3.3(c)(h), pg. 2-3 & 2-4)

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

ATTACHMENTS:

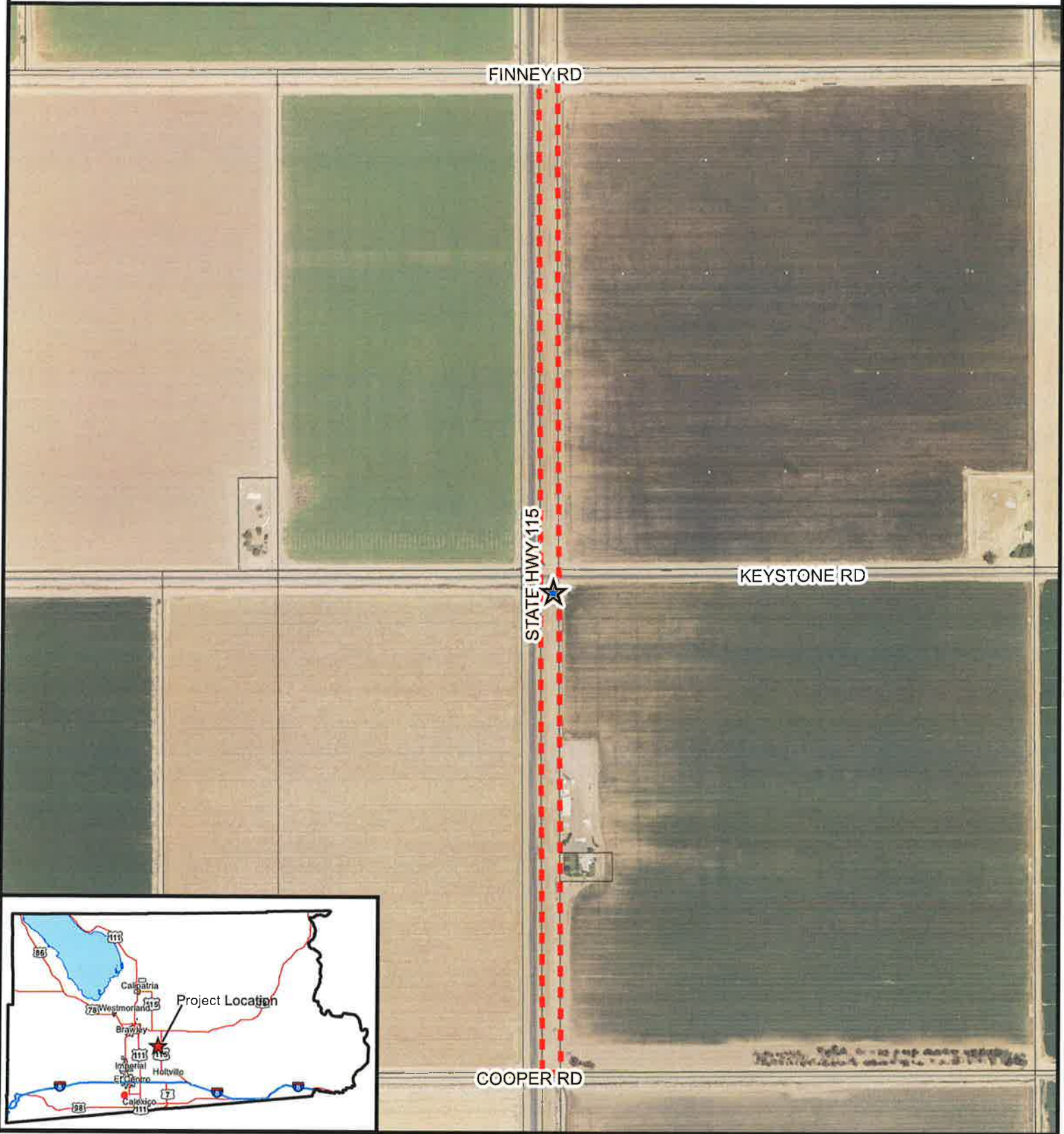
- A. Vicinity Map
- B. ALUC Map
- C. Assessor's Plat Map
- D. Site Plan
- E. Application & Supporting Documents
- F. ALUCP Section

GQVATS:\AllUsers\APN\041\200\008\CUP23-0011_IS23-0011_V23-006\ALUC\Staff Report\CUP23-0011_V23-0006 ALUC Staff Report.doc

ATTACHMENT "A" – VICINITY MAP





PC ORIGINAL PKG

PROJECT LOCATION MAP



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

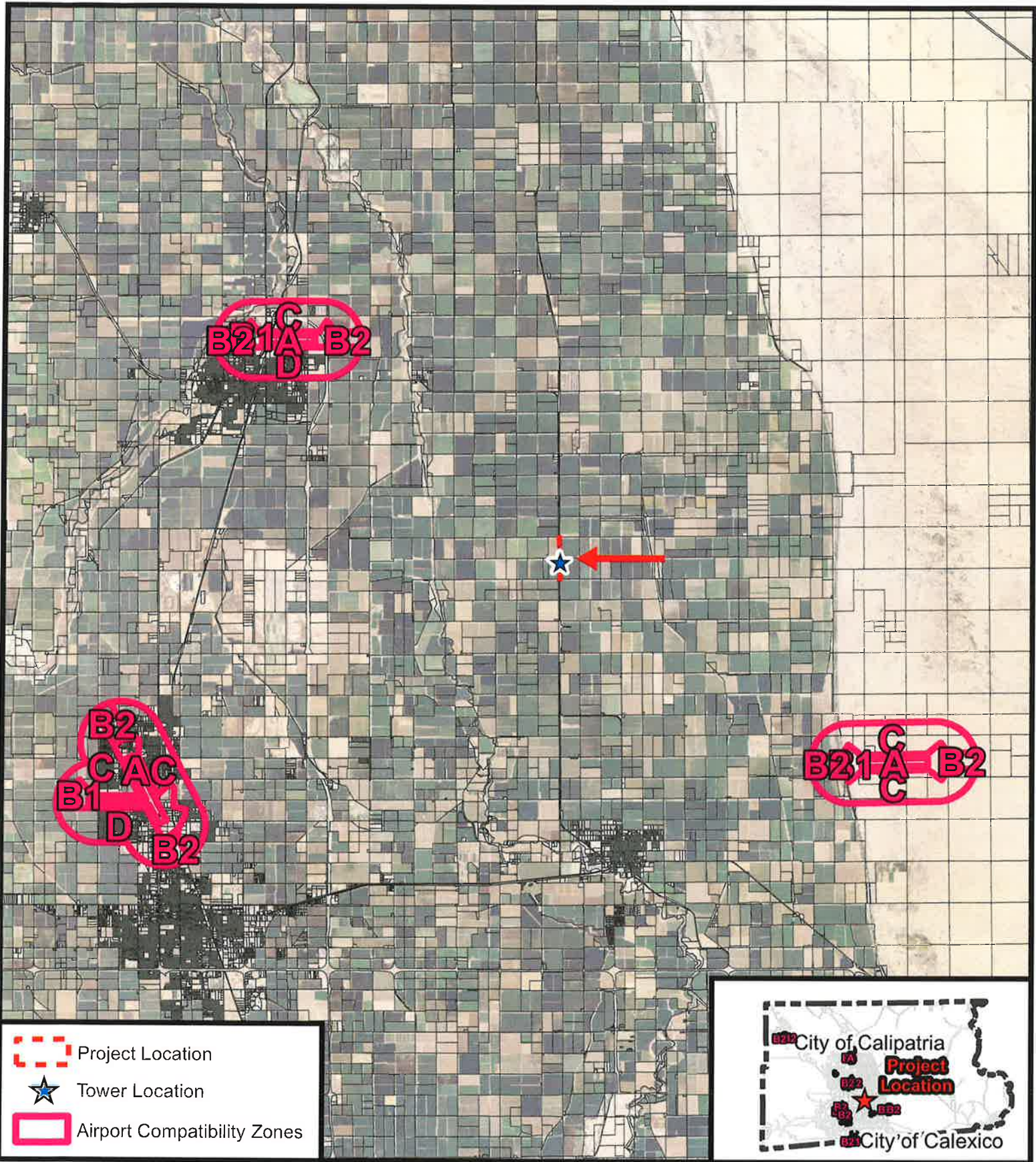
PC ORIGINAL PKG



-  Project Location
-  Parcels
-  Centerline
-  Tower Location



ATTACHMENT “B” – ALUC MAP

PC ORIGINAL PKG



-  Project Location
-  Tower Location
-  Airport Compatibility Zones



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

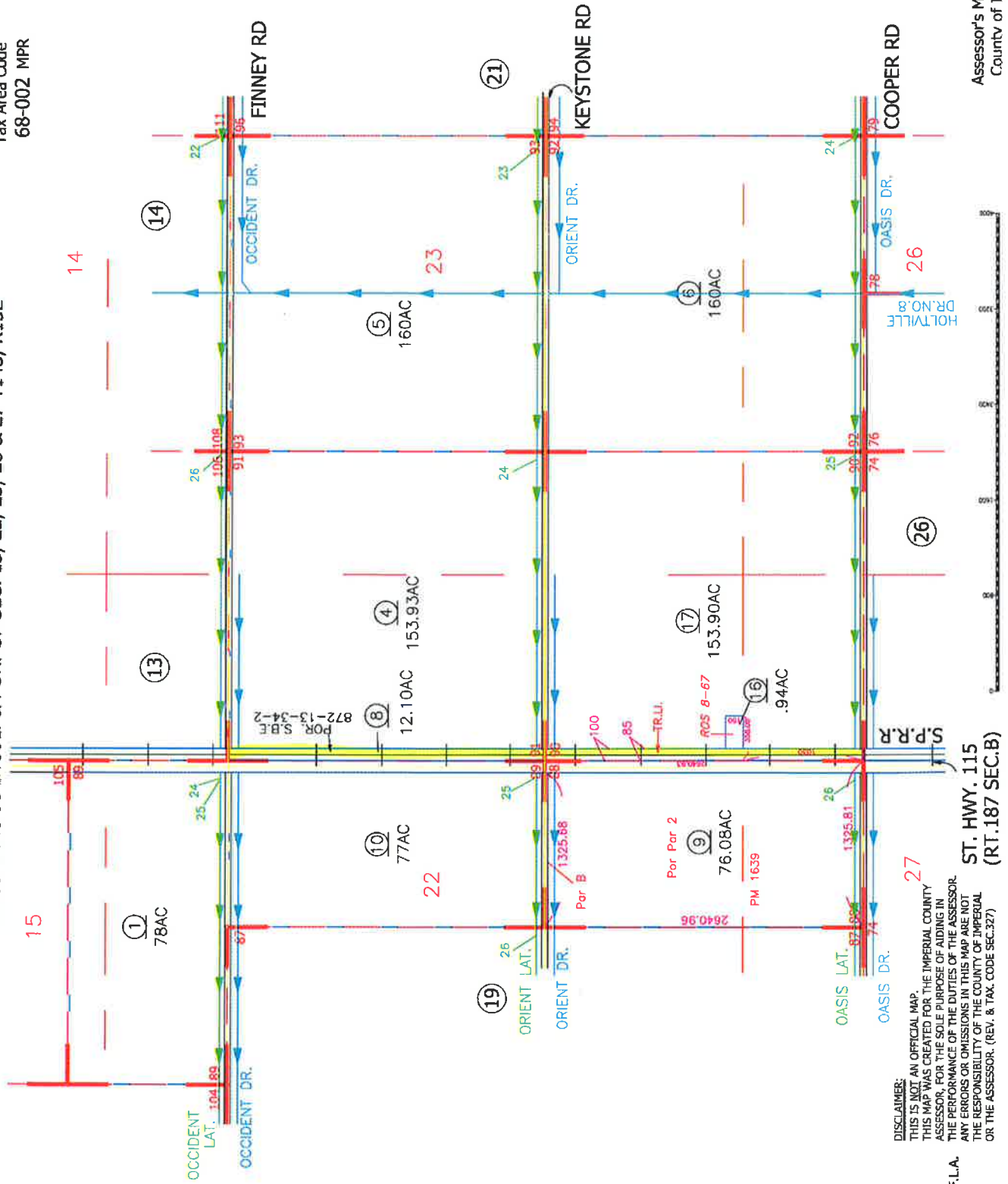


ATTACHMENT "C" – ASSESSOR'S PLAT MAP

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

Tax Area Code
68-002 MPR

41-20



DISCLAIMER:
 THIS IS NOT AN OFFICIAL MAP
 THIS MAP WAS CREATED FOR THE IMPERIAL COUNTY
 ASSESSOR FOR THE SOLE PURPOSE OF AIDING IN
 THE PERFORMANCE OF THE DUTIES OF THE ASSESSOR.
 ANY ERRORS OR OMISSIONS IN THIS MAP ARE NOT
 THE RESPONSIBILITY OF THE COUNTY OF IMPERIAL
 OR THE ASSESSOR. (REV. & TAX. CODE SEC.327)

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

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

PC ORIGINAL PKG

ATTACHMENT “D” – SITE PLAN

PC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

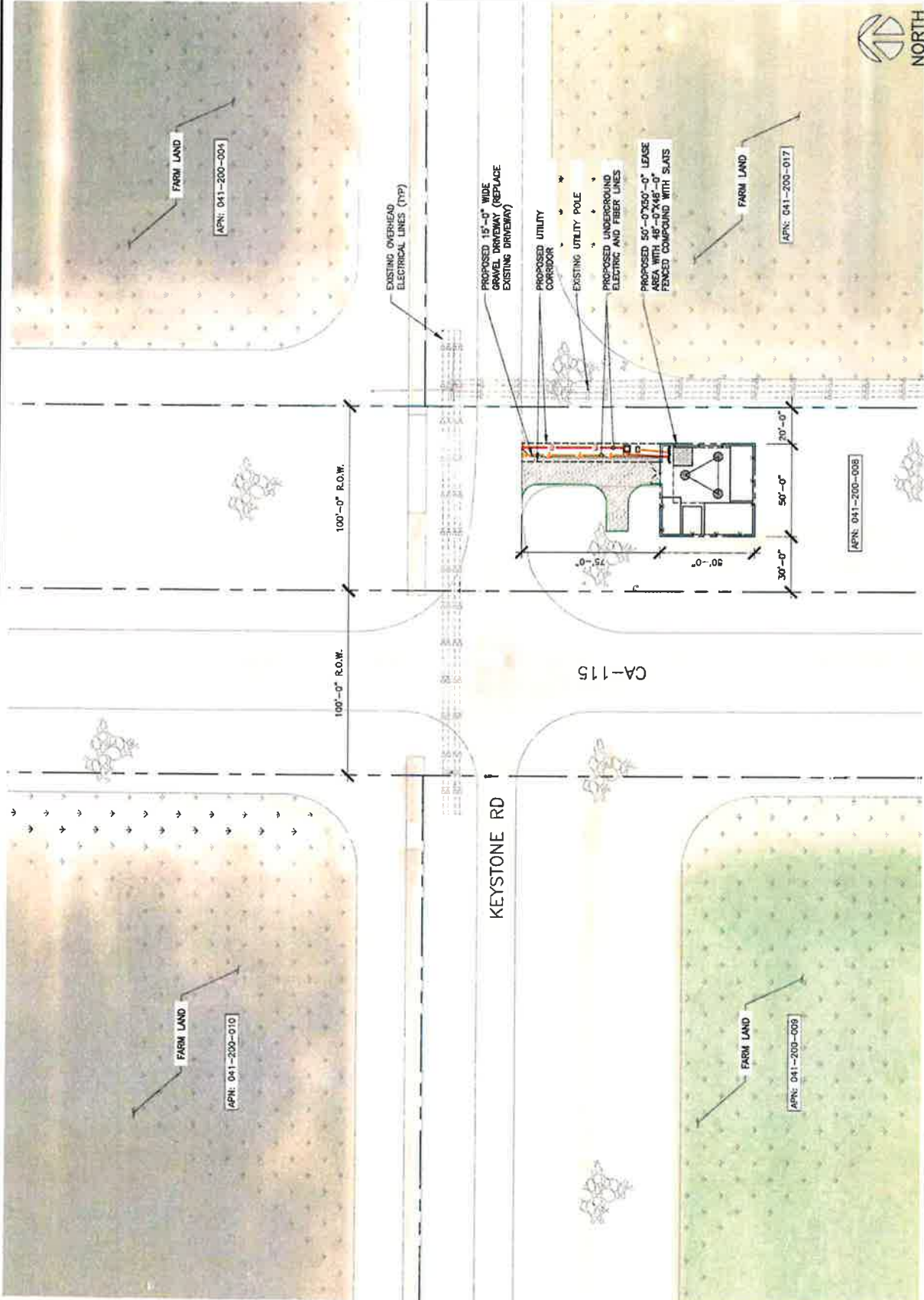
REV	DATE	DESCRIPTION
A	03/19/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/29/22	ZONING DRAWINGS

1. THESE DRAWINGS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER OF THE STATE OF CALIFORNIA.

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

OVERALL
SITE PLAN

SHEET TITLE
C-1



SCALE: 1"=50'-0" (11x17)
OR: 1"=35'-0" (24x36)



1

OVERALL SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY RIGHT OF WESTCHESTER TELECOM SERVICES AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THESE DOCUMENTS WITHOUT THE WRITTEN CONSENT OF WESTCHESTER TELECOM SERVICES IS STRICTLY PROHIBITED.

PC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

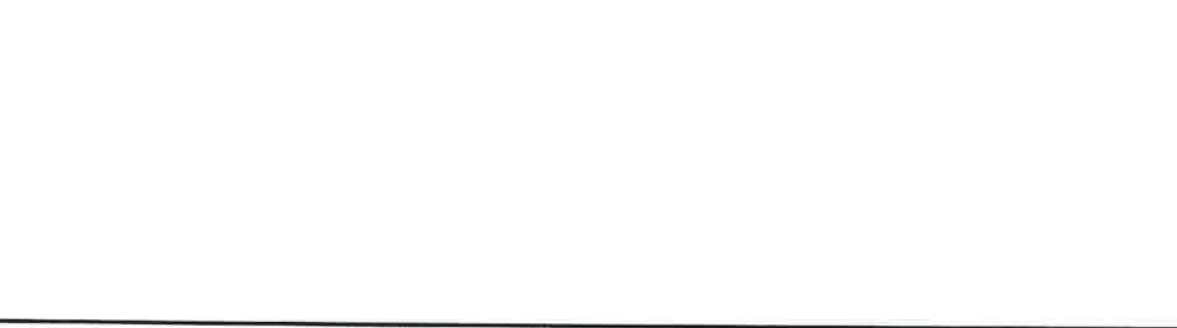
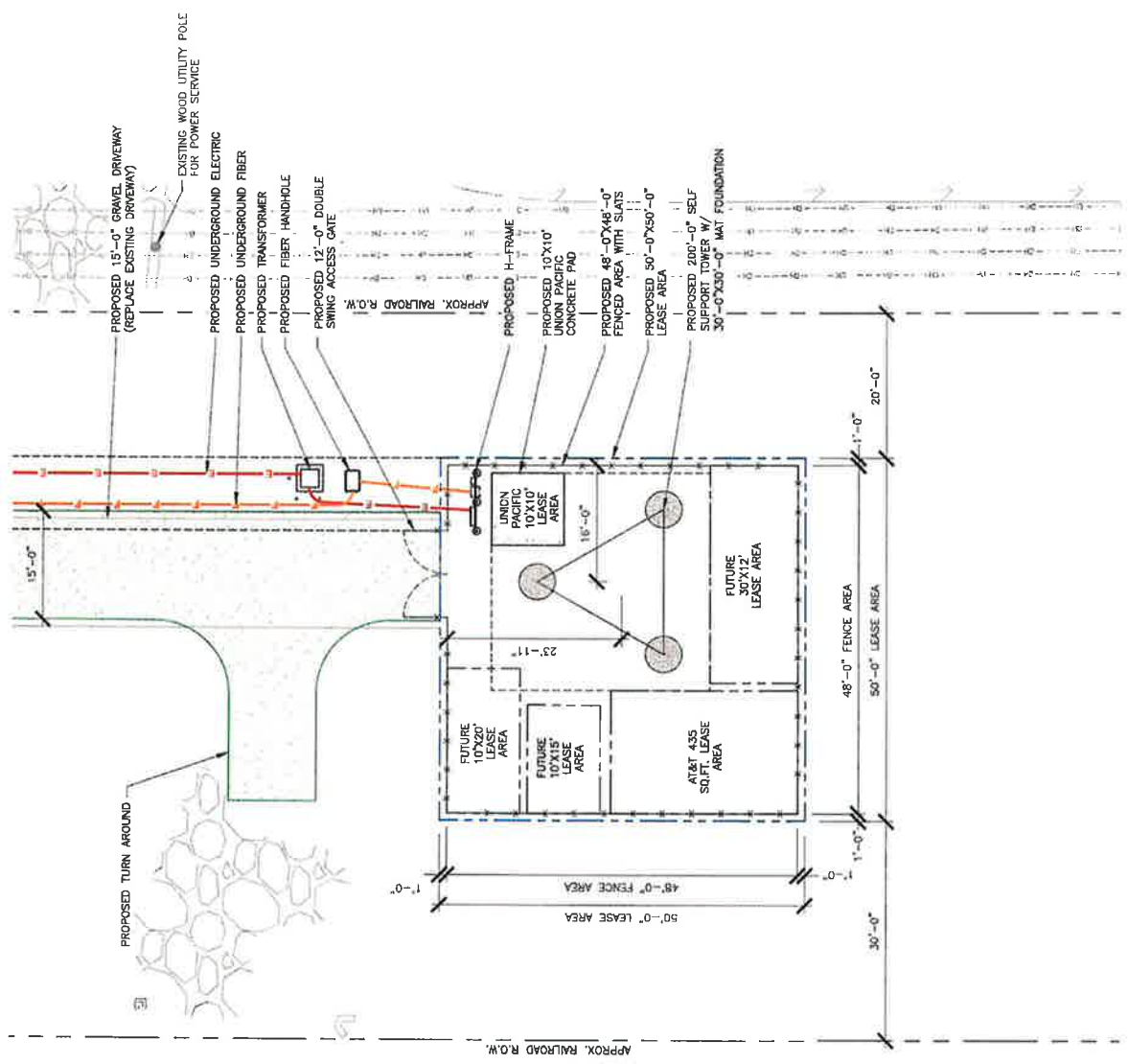
DRWNR BY:	MM	
CHECKED BY:	RSN	
REV	DATE	DESCRIPTION
A	05/18/22	ZONING DRAWINGS
B	05/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

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

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

SHEET TITLE
ENLARGED
SITE PLAN

SHEET NUMBER
C-2



ENLARGED SITE PLAN

SCALE: 1/8"=1'-0" (1/4"=1'-0")
DATE: 10/25/22

PC ORIGINAL PKG

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

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

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

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

Michael Bieniek, AICP
Print Name _____ Date 4/11/23

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

Signature _____

REQUIRED SUPPORT DOCUMENTS

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

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

CUP #
23-001

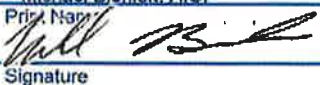
VARIANCE


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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)		EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA		ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III		CA. LICENSE NO. EMAIL ADDRESS ghunt@westchesterservices.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ		ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 041-200-008		ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227		SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115			
8. LEGAL DESCRIPTION See attached lease agreement			
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'			
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :			
10. DESCRIBE THE ADJACENT PROPERTY East: vacant parcel West: vacant parcel North: vacant parcel South: vacant parcel			

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

Michael Bjeniek, AICP
Print Name

Signature
Date: 4/11/23

Allison R. Burke
Print Name

Signature
Date: 4/11/23

REQUIRED SUPPORT DOCUMENTS

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

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

V #
23-0000



RECEIVED

APR 12 2023

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



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

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

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

Table of Contents

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

Letter of Application

April 3, 2023

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

RECEIVED

APR 12 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

RE: Proposed CitySwitch Communications Facility – Brawley CAC009
AT&T Site - 10148059
Near East Keystone Road
APN 041-200-008
Brawley, CA 92227

Dear Mr. Minnick:

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

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-0" lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

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

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

Sincerely,

56616415.4

PC ORIGINAL PKG



Michael Bieniek, AICP
Zoning Director



Allison R. Burke
Associate

Application Materials

56616415.4

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

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

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

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

Michael Bieniek, AICP
Print Name _____ Date 4/11/23
Signature _____
Allison R. Burke
Print Name _____ Date 4/11/23
Signature _____

REQUIRED SUPPORT DOCUMENTS

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

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

CUP #
23-001

SITE PLAN REQUIREMENTS

PLAN MUST:

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

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

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

PC ORIGINAL PKG

VARIANCE

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 041-200-008	ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
8. LEGAL DESCRIPTION See attached lease agreement		

8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.)
 Maximum allowable height in the A-2 district
 for a communications tower is 120'.

9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :

10. DESCRIBE THE ADJACENT PROPERTY

East	vacant parcel
West	vacant parcel
North	vacant parcel
South	vacant parcel

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bjeniek, AICP
 Print Name: Michael Bjeniek Date: 4/11/23
 Signature: [Signature]
 Allison R. Burke
 Print Name: Allison Burke Date: 4/11/23
 Signature: [Signature]

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY:	_____	DATE	_____	REVIEW / APPROVAL BY	_____
APPLICATION DEEMED COMPLETE BY:	_____	DATE	_____	OTHER DEPT'S required.	_____
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> P. W.	_____
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.	_____
FINAL ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	DATE	<input type="checkbox"/> A. P. C. D.	_____
			_____	<input type="checkbox"/> O. E. S.	_____
			_____	<input type="checkbox"/> _____	_____
			_____	<input type="checkbox"/> _____	_____

V #
13-0000

SITE PLAN REQUIREMENTS

PLAN MUST:

- a. be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted).
- b. show name of owner, legal description and Assessor's Parcel Number.
- c. show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. show adjacent property uses and approximate distances to nearest structures.
- f. indicate name of person preparing site plan.
- g. show North orientation.
- h. show sufficient dimensions and information for proper evaluation to be done.

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

S:/forms_lists/8.5 x 11 APPS/variance backside 8.5 x 11

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: Near East Keystone Road
Brawley, CA 92227

Parcel Number: APN: 041-200-008

Request: Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 200'-0" self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and telecommunications equipment to be located within a 50'-0" x 50'-0" ground area.

Right-of-Way Title

56616415.4

PC ORIGINAL PKG



U.S. TITLE SOLUTIONS

100 Corporate Drive, Suite 305, Lebanon, NJ 08833

Phone (908) 849-3011 Fax (908) 849-7981

www.ustitlesolutions.com

REPORT OF TITLE
Document Research and Retrieval
U.S. Title Solutions File No. UST71005
Reference No. Ben Hulse
Site Name: Ben Hulse

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Imperial, CA 92251

Parcel: 041-200-008-000

County: Imperial

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

U.S. TITLE SOLUTIONS
File No. UST71005 Reference No. Ben Hulse

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT :** April 08, 2022
2. **SCOPE OF SEARCH:** Beginning January 01, 1908 and extending through February 28, 2022, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.
3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

Southern Pacific Railroad Company

5. **SOURCE OF TITLE :**

Deed made by Fred W. Thatcher, and wife Mabel E. Thatcher, Dated July 13, 1923, Recorded September 20, 1923, in [Book 2, Page 304](#).

Deed made by Albert G. Finney and wife, Louise Finney, Dated July 31, 1923, Recorded August 16, 1923, in [Book 10, Page 27](#).

Deed made by Irving H. Shaw and Virginia Shaw, his wife; and Orville W. Shaw and Estella Shaw, his wife, Dated July 16, 1923, Recorded August 01, 1923, in [Book 2, Page 201](#).

Letter made by Inter-California Railway Company, a corporation, Dated August 12, 1938, in [Instrument Number L-38-791](#).

Notes: Letter included for reference. Inter-California Railway Company was obtained by Southern Pacific Company in 1935.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS :**

Parcel ID : [041-200-008-000](#)
Tax Year : 2021
Status : Exempt

U.S. TITLE SOLUTIONS
File No. UST71005 Reference No. Ben Hulse

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

A survey is required for an accurate metes and bounds description.

U.S. TITLE SOLUTIONS
File No. UST71005 Reference No. Ben Hulse

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1. Deed made by Fred W. Thatcher, and wife Mabel E. Thatcher to Inter-California Railway Company, a corporation, Dated July 13, 1923, Recorded September 20, 1923, in [Book 2, Page 304.](#)

2. Deed made by Albert G. Finney and wife, Louise Finney to Inter-California Railway Company, a corporation, Dated July 31, 1923, Recorded August 16, 1923, in [Book 10, Page 27.](#)

3. Deed made by Irving H. Shaw and Virginia Shaw, his wife; and Orville W. Shaw and Estella Shaw, his wife to Inter-California Railway Company, a corporation, Dated July 16, 1923, Recorded August 01, 1923, in [Book 2, Page 201.](#)

Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

School information is copyrighted and provided by GreatSchools.org.

Narrative Overview

CitySwitch seeks approval for a Conditional Use Permit ("CUP"), a Height Variance ("Variance") and any other permits or approvals necessary in order to install a communications facility on property located at APN# 041-200-008 Near East Keystone Road, Brawley, CA 92227. CitySwitch proposes to erect this tower and will be offering it as a shared facility to Union Pacific (with whom CitySwitch already has a commitment), AT&T Mobility, and any other communication carriers that have a need for a facility in this area. CitySwitch thus submits this Application (as that term is defined in Sections 92404.01 and and 92405.01 of the Imperial County Land Use Code (the "Code")) seeking a CUP and Variance for the siting and construction of a new communication facility.

The proposed site is located in a A-2, General Agriculture zone. Pursuant to Sections 90519.02(d) of the Code, Communication Facilities are allowed in this district with CUP approval. The property consists of a railroad line in the desert, located at the southeast corner of the intersection of East Keystone and Highway 115.

The wireless communications facility that CitySwitch is proposing to install on the property for Union Pacific and AT&T is necessary to provide critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Brawley and the surrounding area, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless providers' technology operates at various radio frequency bands allocated by the FCC as part of their license.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at APN# 041-200-008 Near East Keystone Road, Brawley, CA 92227 is within the geographic area deemed necessary by radio frequency engineers for the anchor wireless telecommunications providers to provide uninterrupted services.

In accordance with Sections 92404.01 92405.01 of the Code, CitySwitch is submitting this Application to install a new Communications Facility. The proposed new communications facility will consist of a 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-0" ground area.

After the initial construction, the facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via an easement with the proposed access entry point off East Keystone Road. The only utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on Imperial County's utilities such as water and sanitation, as they are not used at the site.

In accordance with FCC regulations, the mobile service facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed communications facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed communications facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, CitySwitch will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC, and the proposed facility will comply with the FCC's RF emission standards.. Any height, lighting or marking issues are also subject to the exclusive jurisdiction of the FAA, and the proposed facility will comply with the FAA's requirements for height, lighting, and marking.

LCC Telecom Services and Sherman & Howard, on behalf of CitySwitch, look forward to working with Imperial County to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure improved railroad communications and the best uninterrupted wireless services for Imperial County. This application addresses all applicable

standards of Sections 92404.01 and 92405.01 of the Code and satisfies the requirements of those sections.

56616415.4

PC ORIGINAL PKG

Compliance with Section 92404.01 – General Requirements for Communications Facilities

All new, altered and re-permitted communication facilities in unincorporated areas of Imperial County, with the exception of those exempted under Section 92401.03, shall meet the following general requirements, regardless of the zone in which they are located:

- A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

Telecommunications towers, along with related equipment are allowed with CUP approval in the A-2 General Agriculture zone pursuant to Section 9051902(d) of the ordinance.

- B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.

The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.

- C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.

If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.

- D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

Due to the diminutive size of the parcel and the tower's location in a vacant field, there will be little impact on the surrounding environment.

- E. Height. All communication facilities shall conform to the following height requirements:

1. All communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone unless a variance is approved concurrent with a CUP. (For example, if the number of co-locators that a particular facility is designed for is four and the required height is eighty (80) feet, then the allowed height of the facility would be one hundred ten (110) feet and if it is five co-locators, then it would be one hundred twenty (120) feet).

The proposed self-support lattice tower is designed to be 200'-0" with a 10' lightning rod for a total height of 210'-0". The proposed height is the minimum functional height for Union Pacific and AT&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans

2. All communication facilities constructed within three-quarters mile of a scenic corridor (as designated by the Imperial County General Plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.

According to the General Plan, the area is designated as Recreation/Open Space, there is no designation of a scenic corridor in the vicinity. Therefore, this section does not apply.

3. Outside of the three-quarter-mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty (120) feet. A bonus of twenty (20) additional feet per facility, up to a maximum height of three hundred (300) feet, is permissible for operators co-locating on a single facility.

The proposed tower height is 200'-0" and a height variance has been requested as part of this application.

4. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve (12) feet taller than the roof of the building on which it is mounted, unless facility is fully screened and height does not exceed height permitted by applicable zoning code.

The application is for a new communications tower facility and not a rooftop facility Therefore, this section does not apply.

5. If an operator wishes to apply for an exception to these height limitations, then the facility shall be subject to the provisions at Title 9 relating to conditional use permits and variances hearing processes.

The proposed tower height is 200'-0" and a height variance has been applied for as part of this application.

- F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.
 1. Ground- and tower-mounted antennas and all sound structures shall be located within areas where substantial screening by vegetation, landform and/or buildings can be achieved. Additional vegetation and/or other screening may be required as a condition of approval. Each structural screening shall be based on a recommendation from the planning department having addressed the visual impacts, which in some instance may, in fact, warrant no screening.

No screening is proposed with this application. The proposed tower site is within the railroad right-of-way in the desert with no residential structures in the area.

2. The projection of structure-mounted antennas from the face of the structure to which they are attached shall be minimized.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure Therefore, this section does not apply.

3. Roof-mounted antennas shall be set back from the edge of the roof a distance greater than or equal to the height of the antenna, except when the antennas are fully screened. For roofmounted antennas, a screening structure that is architecturally compatible with the building on which it is mounted may also be required as a condition of approval. Antenna panels mounted flush on the outside of the parapet wall of an existing building and painted to match the exterior of the building may be allowed.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure Therefore, this section does not apply.

- G. Radio Frequency Exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communications facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the county.

All spectrum used by both railroad users and wireless providers are solely regulated by the FCC which includes the power densities, therefore, no signals will exceed the current FCC adopted standards for human exposure.

- H. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

All cabling is proposed to run along the legs of the tower and will be in accordance with the NEC guidelines. In the event that any future cabling needs to be on the exterior of the tower, a cable tray painted to match the tower will be used.

- I. Painting and Lighting. All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone color. All towers shall be lit with approved lighting as required by the FAA and the Airport Land Use Commissions Standards.

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is above the 200' threshold requiring lighting per the FAA. Therefore, lighting will be required.

- J. Noise. All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred (100) feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty (50) L dn at the facility site's property lines.

The proposed wireless communications facility does not generate significant noise. The proposed facility will not initially have a back-up generator, therefore there will be no noise generated at the site. There are no residential zone parcels within one hundred (100) feet of the proposed facility. Therefore no noise attenuation measures will be necessary.

- K. Accessory Structures. Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

The proposed facility will be in compliance with all local, state and federal guidelines, therefore the zero setback will be applicable. Additionally, the equipment will be architecturally compatible with the rest of the communications facility and surrounding area.

- L. Roads and Parking. Communication facilities shall be served by the minimum roads and parking areas necessary and shall use existing roads and parking areas whenever possible.

A 12' wide gravel access road is proposed to run parallel to the train tracks in the Union Pacific right-of-way. The access road will connect to East Keystone Road.

- M. Provisions for Future Co-location. All commercial communication facilities shall be encouraged to promote future facility and site sharing. Technical evidence will be provided as to the infeasibility either technical and/or economic, of co-location or grouping prior to the issuance of a new use permit for a facility that would not be considered to be co-located or grouped under this ordinance.

There is an existing tower owned by SBA Structures, LLC which is located approximately 0.18 miles north of the proposed tower site. AT&T is currently co-located on that tower, however, the lease rate has sharply increased over the term of the agreement and has caused an economic burden which is shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC As shown on the drawings the proposed tower is designed to potentially add five additional future carriers.

- N. Removal Upon Discontinuation of Use. All equipment associated with a communication facility shall be removed within one hundred eighty (180) days of the discontinuation of the use and the site shall be restored to its original pre-construction condition. The operator's agreeing to such removal and allowing the county access across private property to effect such removal shall be a condition of approval of each permit issued. At its discretion, the county may require a financial guarantee acceptable to the county to ensure removal.

CitySwitch agrees to removal of the tower in the event it is no longer in use for more than 180 days as a condition of the Conditional Use approval.

- O. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

The proposed wireless communications facility is an accessory use on the property to the principal use of the railroad. As stated above, this will not preclude the installation of antennas on within the right-of-way.

- P. Lot Size. For purposes of determining whether the installation of a facility complies with county development regulations, including, but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

The proposed tower will be designed to collapse onto itself in the unlikely event of a failure. The surrounding area is desert, so even an unlikely failure will not have an impact.

- Q. Inventory of Existing Sites. Each applicant for a facility shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for facilities, that are either within the jurisdiction of Imperial County or within one mile of the border thereof, including specific information about the location, height and design of each facility. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this ordinance or other organizations seeking to locate facilities within the jurisdiction of Imperial County, provided, however that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

See attached Coverage Plots.

- R. Aesthetics. Towers and antennas shall meet the following requirements:

- a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

The proposed tower will maintain a galvanized steel finish so as to reduce visual obstructiveness.

- b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

The proposed support equipment will consist of galvanized metal equipment cabinets that are similar to gym lockers. The materials will match the tower and fit in with the natural surroundings.

- c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is

identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure, therefore this provision does not apply.

- S. Lighting. Towers shall not artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and community.

The proposed tower is going to be 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.

- T. State or Federal Requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

The proposed tower will meet and / or exceed all FAA, FCC and any other agencies of the State of California or federal government with authority to regulate towers and antennas. In the event of a change in regulations, CitySwitch and the providers co-located on the tower will make their equipment compliant.

- U. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the county concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

CitySwitch will be compliant with all Electronic Industries Association along with any local, state or federal guidelines relating to the construction and maintenance of the communications facility.

- V. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the county of Imperial according to the provisions of Title 9 for the respective base zone.

Noted, the setbacks are shown on the drawings and the separation distance has been calculated based on the coordinates of the existing tower and the coordinates for the SBA tower shown on the FCC ASR Search website.

- W. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.

CitySwitch, Union Pacific, and AT&T Mobility are private corporations and are not essential service providers.

- X. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in Imperial County have been obtained and shall file a copy of all required franchises with the planning director.

Any required certifications of franchise will be filed with Imperial County as required.

- Y. Public Notice. For purposes of this ordinance, any conditional use permit request, variance request, or appeal of an administratively approved CUP or special use permit shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed for a CUP or variance in the respective base zone, under Title 9, in addition to any notice otherwise required by the planning director.

CitySwitch will comply with any notice obligations for the CUP process, to the extent the public notice is not required by Imperial County.

- Z. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

The only signage displayed on the communications facility site will be that which is required by federal regulations, specifically those signs needed for health and safety reasons.

- AA. Buildings and Support Equipment. Buildings and support equipment associated with antennas or towers shall comply with requirements of Title 9.

All support equipment used in the communications facility will comply with the requirements of Title 9.

BB. Multiple Antenna/Tower Plan. Imperial County encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

CitySwitch is submitting three (3) total applications for sites within Imperial County.

Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

All communication facilities not specifically exempted from these regulations are subject to one of the two permit processes described below. Both processes include a conditional use permit and may have a concurrent variance. Applications for all permits required pursuant to this division shall be made in writing on a form prescribed by the planning director, and shall be accompanied by plans and data to assure the fullest practical presentation of facts for the permanent record. Such application shall be accompanied by a fee or fees as may be set by the board of supervisors. No part of such fee shall be refundable.

- A. Conditional Use Permit before the planning director. Certain communication facilities may be conditionally approved by the planning director, as described in this subsection.
 - 1. Qualifying Facilities. The following types of communication facilities qualify for a use permit before the planning director:
 - a. Receive-only radio and television antennas and satellite dishes or antennas that do not qualify for exemption under Section 92401.3, including multiple antennas or dishes on a single parcel.
 - b. Amateur radio facilities that do not qualify for exemption under Section 92401.3. When required, a conditional use permit before the planning director shall be granted to amateur radio operators with no fee.
 - c. Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 92401.04 and hold an executed license or lease agreement.
 - d. Co-located communication facilities, regardless of zone, provided they comply with the general requirements in Section 92401.04.

The proposed wireless communications is located within the Union Pacific right-of-way and does not qualify for a CUP before the Planning Director.

- 2. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as, the following additional findings:
 - a. The facility complies with all applicable Section 92401.04.

The application includes all items required in Section 92401.04 and complies with all requirements in said section.

- a. Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.
- b. Locating antennas or existing structures or towers consistent with the terms of subsections (1) and (2) below.
 - (1) Antennas on existing structures. Any antenna, which is not attached to a tower, may be approved by the planning director as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units, provided:
 - (a) The antenna does not extend more than thirty (30) feet above the highest point of the structure;
 - (b) The antenna complies with all applicable FCC and FAA regulations;
 - (c) The antenna complies with all applicable building codes.
 - (2) Antennas on existing towers. An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
 - (a) A tower which is modified or reconstructed to accommodate to collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
 - (b) Height.
 - (i) An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height, to accommodate the collocation of an additional antenna.
 - (ii) The height change referred to in subsection (b)(i) may only occur one time per communication tower.
 - (iii) The additional height referred to in subsection (c)(i) shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separation.
 - (c) On-site location.
 - (i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty (50) feet of its existing location.
 - (ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
 - (iii) A relocation onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to the base zone.
 - (iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands shall only be permitted when approved by the planning director.

- c. New towers in nonresidential zones. Locating any new tower in a nonresidential zone other than industrial or heavy commercial, provided a licensed professional engineer certifies that the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals set forth in [Section] 92401.00 and the requirements of Section 92401.04; the tower meets all setback and separation requirements of the base zone; and the tower meets the following height and usage criteria:
 - (1) For a single user, up to ninety (90) feet in height;
 - (2) For two users, up to one hundred twenty (120) feet in height; and
 - (3) For three or more users, up to one hundred twenty (120) feet in height; and
 - (4) For four or more users up to one hundred eighty (180) feet in height.
- d. Locating any alternative tower structure in a zone other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in Section 92401.00 of this ordinance.
- e. Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

The proposed wireless telecommunications facility requires a CUP and a Variance for height. Therefore, this site does not meet the criteria for an Administratively Approved site.

- B. Conditional Use Permit before the planning commission. All other communication facilities or any facility requiring an exception to these regulations shall require a conditional use permit with a public hearing before the planning commission.
 - 1. Qualifying Facilities. A conditional use permit is required for any communication facility that is not exempt under these regulations and that does not qualify for a conditional use permit before the planning director.

The proposed 200'-0" self-support lattice tower is not exempt under Section 92401. Therefore, a Conditional Use Permit and Variance for height are required.

- 2. Required Findings. In order for the planning commission to approve a proposed communication facility under a conditional use permit, the commission shall make the findings required for a conditional use permit, as well as the following additional findings:
 - a. No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility. This finding shall be based on the results of an alternatives analysis, as described in Section 92401.06, below.

AT&T Mobility is currently located on the existing SBA tower which is approximately 0.18 miles south of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

- b. Facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio frequency exposure emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to include a RF Environmental Evaluation Report as spelled out in Section Section 92401.08.

- c. The facility blends in with its existing environment and will not have significant visual impacts.

As stated above, the proposed facility is located in a vacant field. The proposed facility will not have a significant visual impact on the surrounding area.

- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.

- 5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is in a vacant field with no residential use in the area and will be designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

6. **Professional Engineer.** Any information of an engineering nature that the applicant submits, whether civil, mechanical or electrical, shall be certified by a licensed professional engineer.

All required information relating to the engineering of this site will be certified a California licensed professional engineer, including all civil, mechanical or electrical documents.

Conditional Use Permit Standards

90203.09 Action on a conditional use permit.

An application for a conditional use permit shall be reviewed, and approved, conditionally approved, or denied by the decision-making authority.

The authority may approve or conditionally approve an application only if it finds all of the following:

- A. The proposed use is consistent with the goals and policies of the adopted county general plan;

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the Incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

- B. The proposed use is consistent with the purpose of the zone or sub-zone within which the use will be located;

The proposed communications facility is consistent with the with the purpose of the zone within which it will be located. Per Section 90519.00, the "primary intent" of the A-2 zone is "to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The A-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the A-2 zone, such uses must be compatible with the intent of the open space and conservation element of the general plan."

In this case, a communications facility is an allowable use in the zone with conditional use approval. The site is located at the southwest corner of East Keystone and Highway 115 and will serve to ensure a robust wireless network for AT&T and Union Pacific in this area.

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;

Communications towers are an articulated conditional use in the A-2 (General Agriculture) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.

- D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;

The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.

- E. The proposed use will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity;

Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public

or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Wireless telephones provide an alternate communication system which has repeatedly proven its effectiveness in emergency situations and is commonly being used by police and fire departments to protect the general public's health, safety, and welfare. All wireless telecommunications facilities are governed by FCC and FAA regulations. As such, all spectrum used to provide a wireless signal are allocated by the FCC which has deemed the signals will not cause any health-related affects.

- F. The proposed use does not violate any other law or ordinance;

The application on behalf of CitySwitch, Union Pacific and AT&T conforms to the applicable regulations of the A-2 zone and the facility is allowable as a conditional use in that zone. The proposed wireless telecommunications facility is also designed to conform to all federal, state and local regulations.

- G. The proposed use is not granting a special privilege.

No special privilege will be granted to CitySwitch, Union Pacific or AT&T by granting the Conditional Use Permit. AT&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.18 miles south of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

Variance Standards

The planning director, the planning commission and/or the board of supervisors, shall approve, approve subject to conditions or disapprove a variance with the following findings:

A. Findings. Approval or conditional approval may be granted only if the director/commission/board of supervisors first determines that the variance satisfies the criteria set forth in Government Code Section 65906, and the following findings can be made:

1. That there are special circumstances applicable to the property described in the variance application, that do not apply generally to the property or class of use in the same zone or vicinity;

The proposed location has special circumstances that are not applicable to other properties in the area. The proposed location is in a vacant field and will host communication equipment for railroad use and will also service wireless providers. The property is also located within the desert, there are no residential properties in the area that would be affected.

2. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity in which the property is located;

The proposed variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity. The area is a mostly undeveloped area in the desert located as the southwest corner of the intersection of East Keystone and Highway 115. The location is far removed from any residential uses.

3. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications;

There are special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications. The proposed location is a vacant field and will host communication equipment that will service wireless providers along with the railroad's needs. The height required for the proposed tower is necessary to allow for the Union Pacific Railroad and AT&T to utilize the tower to provide the necessary signal.

4. That the granting of such variance will not adversely affect the comprehensive general plan.

The granting of such variance will not adversely affect the comprehensive general plan. As previously stated:

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.

C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

Alternatives Analysis

For a facility requiring a conditional use permit before the planning commission, an alternatives analysis shall be prepared by or on behalf of the operator, as described below.

- A. Alternatives to be Considered. The alternatives analysis shall consider alternative locations and designs for the proposed facility, including those which would not require a conditional use permit. At a minimum, alternatives included in the analysis shall include: (1) co-location at all existing communication facilities whether in the unincorporated area of the county, a city or an adjacent county; (2) lower, more closely spaced communication facilities; and (3) mounting on any existing nonresidential structure within one-half mile of the proposed facility in the unincorporated area of Imperial County. The alternatives analyzed shall be approved by the planning director. For facilities to be located near an incorporated city, the analysis shall also explain why siting within the city is not possible.

Union Pacific and AT&T have considered co-location on existing facilities and deemed that no other tower in the area is appropriate for the following reasons.

(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.

(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.

(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

- B. Findings. The alternatives analysis shall show whether or not the proposed siting and design would have the least possible environmental and visual effect on the community and whether any alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility.

The proposed location for the CitySwitch communications facility is in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south of the proposed facility, Imperial County has already deemed that a communications facility would be visually acceptable in this area. Additionally, CitySwitch has chosen to use a self-support lattice design for the tower which is the least obtrusive design for a 200' tower in this area.

- C. Review. The planning director may, at his or her discretion, employ on behalf of the county an independent technical expert to review this alternative analysis. The operator shall bear the reasonable costs of this review.

Based on the information submitted in the Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC, included as part of this application, CitySwitch believes a third party is not necessary, however, if deemed necessary by the planning director, CitySwitch will bear the reasonable costs for this review.

**Sworn Statement of Spencer Gambrell in
Support of New Tower Construction from
AT&T Mobility Services LLC**

56616415.4

PC 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)
) ss.
STATE OF ARKANSAS)

SPENCER GAMBRELL , being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Arkansas and serve as Director-Network Planning for AT&T Wireless (“AT&T”).

2. I manage AT&T’s high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T’s communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.

3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC** (“CitySwitch”) at **Near East Keystone Road, Brawley, California 92227, APN 041-200-008** (the “CitySwitch Tower”). I am also familiar with the existing communications tower (the “SBA Tower”) owned by **SBA Towers II, LLC (“SBA”)** which is located at 3574 Highway 115, Brawley, California 92227. Both the existing **SBA** Tower and the location of the proposed **CitySwitch** Tower are located in AT&T’s coverage search ring for this part of **Imperial County**.

4. AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the “Wireless Facilities”). AT&T has located its Wireless Facilities on the **SBA** Tower since **[6/27/2013]** but AT&T now desires to relocate its Wireless

Brawley
CA #15797964

Facilities onto the CitySwitch Tower as the SBA Tower has become a high-cost antenna site structure for AT&T.

5. This sworn statement is made to attest that having its Wireless Facilities remain on the SBA Tower, which is the only existing communications support structure in AT&T's search ring, is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated its Wireless Facilities to the CitySwitch Tower and, thus, would materially inhibit AT&T from improving and maintaining wireless services.

Co-Location on the SBA Tower is Economically Burdensome.

6. AT&T maintains a co-location agreement with SBA for the SBA Tower. Under this agreement, SBA increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the SBA Tower. AT&T anticipates future rent increases and costs from SBA if it remains co-located at the SBA Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the SBA Tower.

7. The current rent charged by SBA to co-locate on the SBA Tower is over [Two] times what CitySwitch will charge AT&T to co-locate on the CitySwitch Tower. Pursuant to the agreement between AT&T and CitySwitch, annual rent increases are less than the annual rent increases charged by SBA. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the SBA Tower versus relocating on the CitySwitch Tower is well over [Three] million dollars.

8. Since AT&T located on the SBA Tower in [6/27/2013], rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since [6/27/2013], which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from SBA. Unlike other tower companies, SBA has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in decommissioning its Wireless Facilities installation on the SBA Tower and relocating to the CitySwitch Tower. Despite these relocation costs, the CitySwitch Tower remains a better co-location option for AT&T.

10. AT&T has made this determination because the current rents and other charges to co-locate on the SBA Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as CitySwitch.

11. AT&T has entered into nationwide development and master lease agreements with CitySwitch, which I am familiar with. Under these agreements, CitySwitch will construct, at its own expense, its own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by CitySwitch.

12. Per these agreements and as is the case with the CitySwitch Tower, AT&T pays CitySwitch rent in return for 30,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.

13. There are no other structures (other than the SBA Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

14. The economic terms imposed upon AT&T by SBA to remain co-located on the SBA Tower are not cost-effective and are economically burdensome for AT&T especially when the nearby CitySwitch Tower presents a more competitive and flexible co-location option.

The CitySwitch Tower Provides Superior Mobile Service Functionality.

15. Technological changes and market trends in the wireless communications industry require AT&T to continuously upgrade its Wireless Facilities. AT&T is also obligated to build out FirstNet, which is our country's first nationwide integrated data network for providers of emergency services.

AT&T's lease agreement for the **SBA** Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the **SBA** Tower, it must apply to **SBA** which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities.

16. Conversely, AT&T's master tower lease agreement with **CitySwitch** allows AT&T to rent 30,000 square inches of tower space and loading on a **CitySwitch** Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the **CitySwitch** Tower with little to no delay.

Spencer Gambrell



Subscribed and sworn to before me
this 28 day of February, 2023.



Notary Public State of Arkansas
My Commission Expires



Brawley
A #15797966

Carrier Coverage Plots

56616415.4

PC ORIGINAL PKG

CAL03747

PC ORIGINAL PKG

Coverage Plots

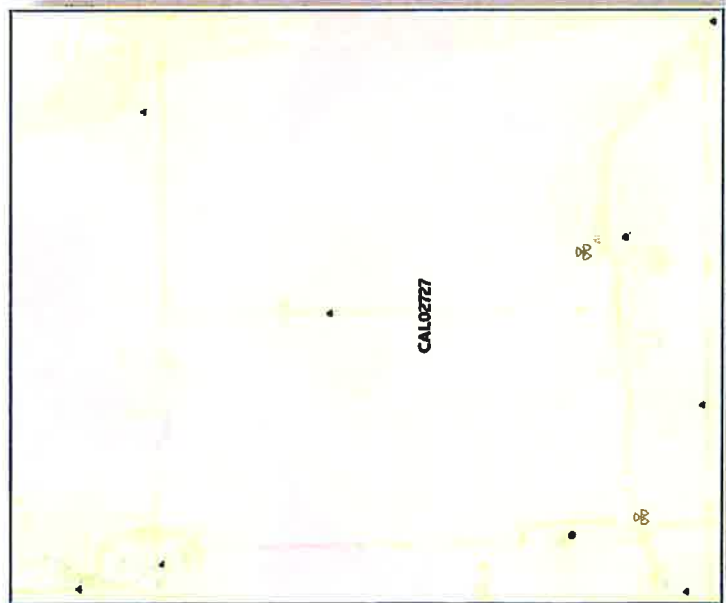
© 2019 AT&T Intellectual Property. AT&T, Globe logo, and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.



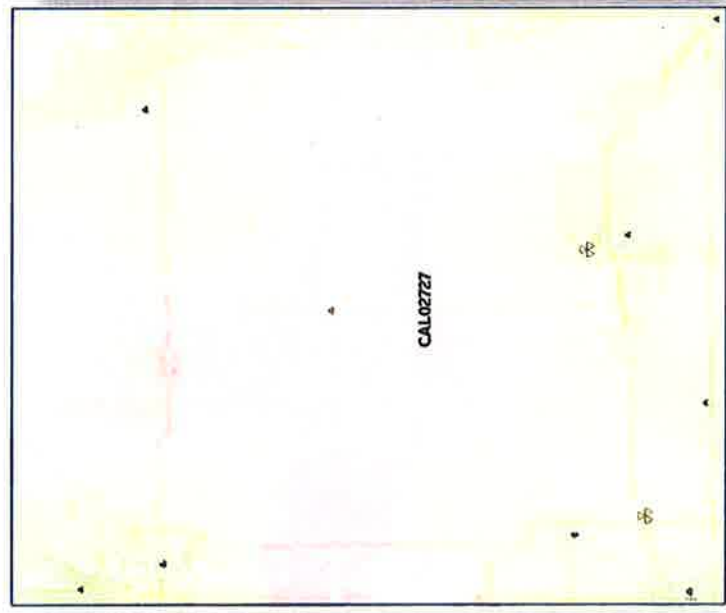
CAL03747

Good
Fair
Poor

Existing coverage with existing site location



Coverage without site



Existing location coverage only



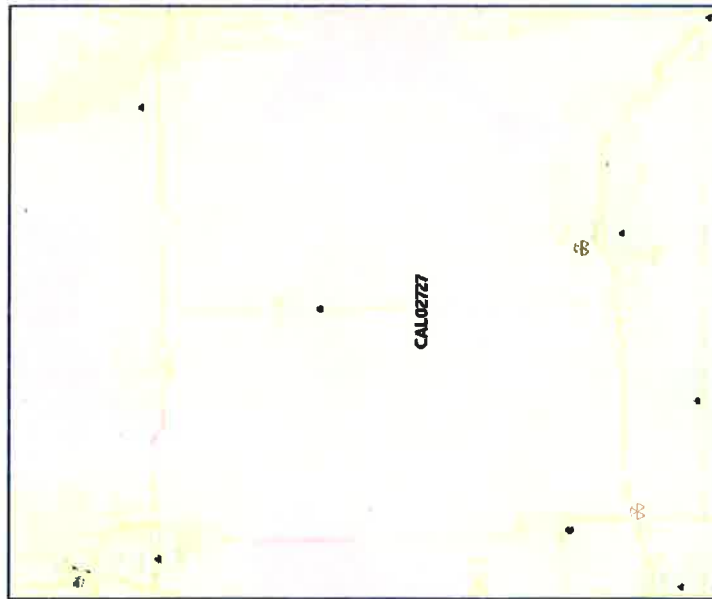
PC ORIGINAL PKG



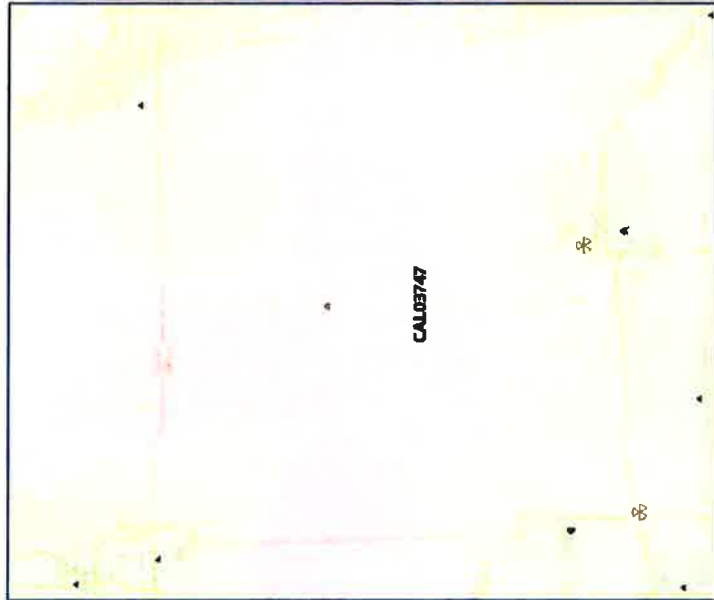
CAL03747



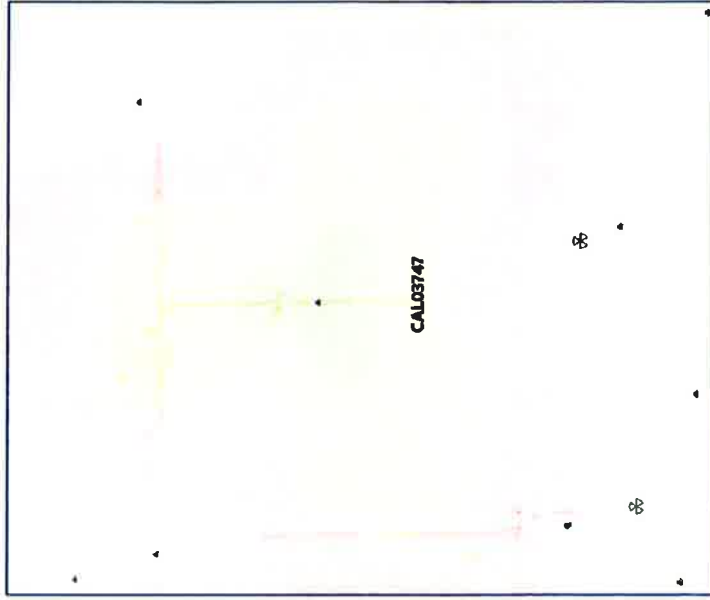
Existing coverage with new location



Coverage without site



New location coverage only



PC ORIGINAL PKG



FAA Determination Letter

56616415.4

PC ORIGINAL PKG



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-AWP-12869-OE

Issued Date: 08/29/2022

Leslie Lindeman
Palm-Tech Consulting, LLC
11365 Little Bear Way
Boca Raton, FL 33428

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Brawley
Location:	Brawley, CA
Latitude:	32-54-58.38N NAD 83
Longitude:	115-24-21.22W
Heights:	-85 feet site elevation (SE) 200 feet above ground level (AGL) 115 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 02/29/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12869-OE.

Signature Control No: 539125699-551428762

(DNE)

Vivian Vilaro
Specialist

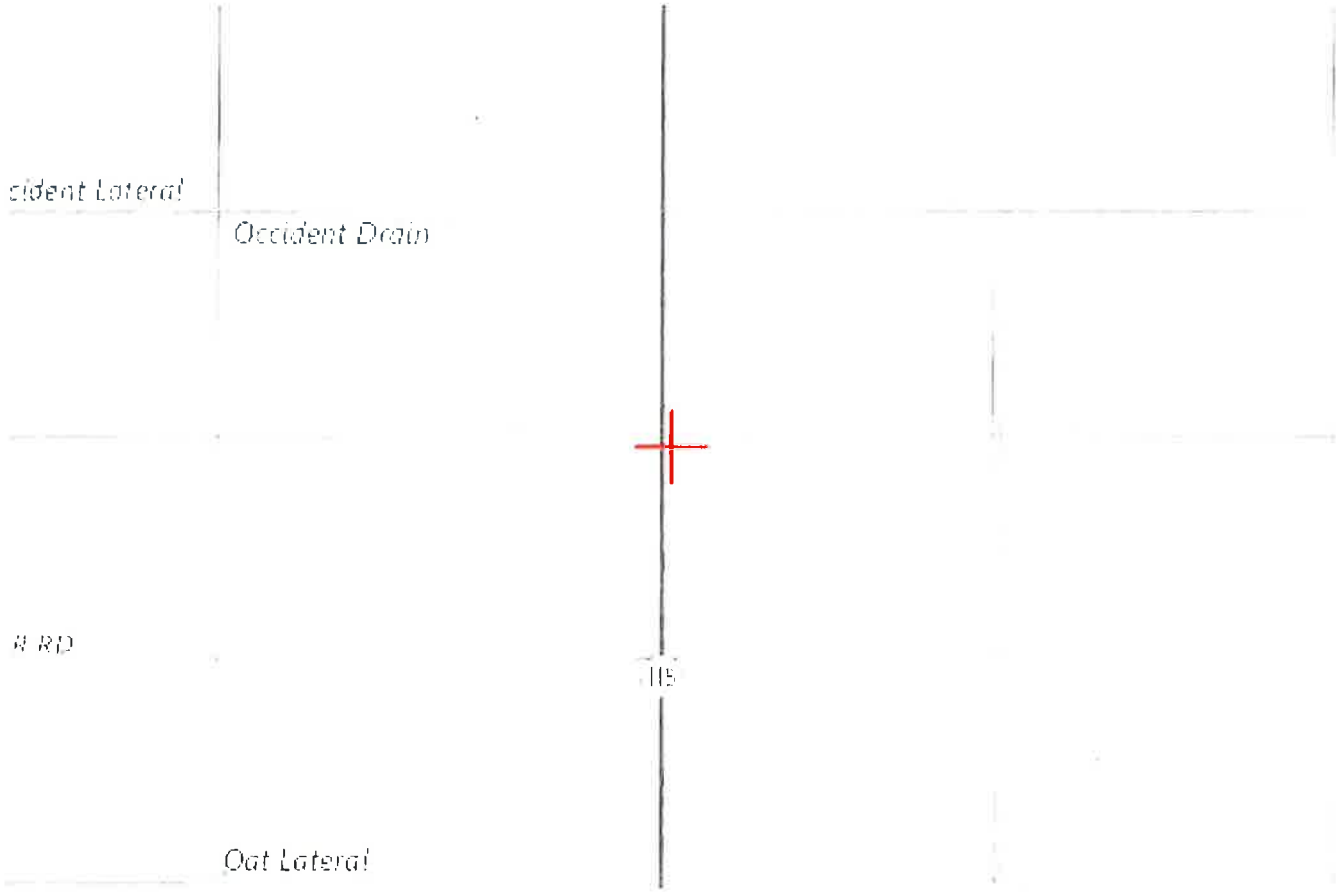
Attachment(s)
Frequency Data
Map(s)

cc: FCC

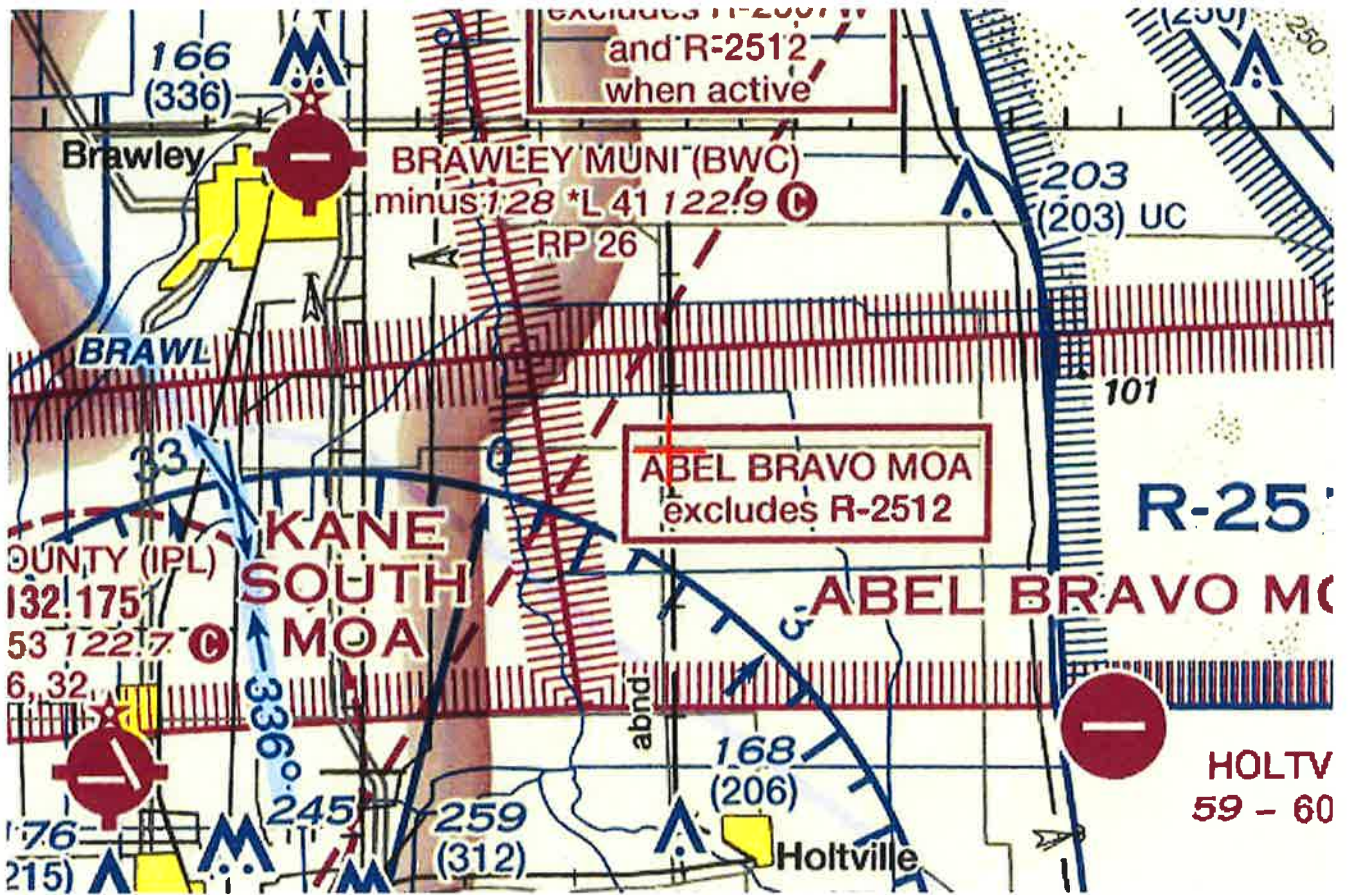
Frequency Data for ASN 2022-AWP-12869-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2022-AWP-12869-OE



Sectional Map for ASN 2022-AWP-12869-OE



Fall Zone Certification

56616415.4

PC ORIGINAL PKG

March 3, 2023

Mr. Tim Cook
CitySwitch, LLC
1900 Century Place NE, Suite 320
Atlanta, GA 30345

RE: Proposed 200' Sabre Self-Supporting Tower for Brawley, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design a tower for the above referenced project for a Basic Wind Speed of 98 mph, Risk Category II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Structures". The tower will also meet the requirements of the 2022 California Building Code.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries.* In the unlikely event of total separation, this would result in a fall radius less than or equal to 30 feet.

Sincerely,



Keith J. Tindall, P.E.
Vice President, Telecom Engineering

Site Plan

56616415.4

PC ORIGINAL PKG



ZONING DRAWINGS
 NOT FOR CONSTRUCTION
 DRAWN BY: MBI
 CHECKED BY: RSM

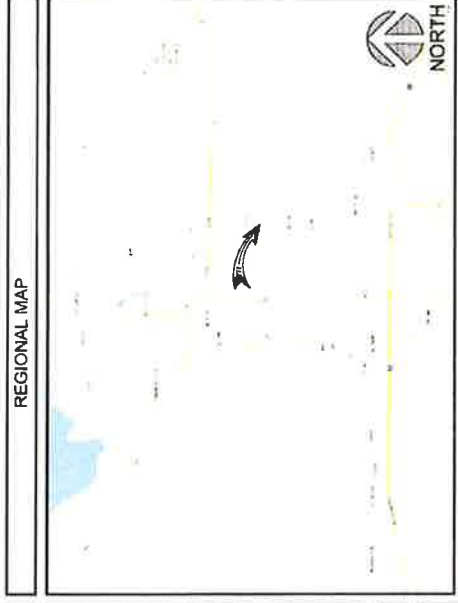
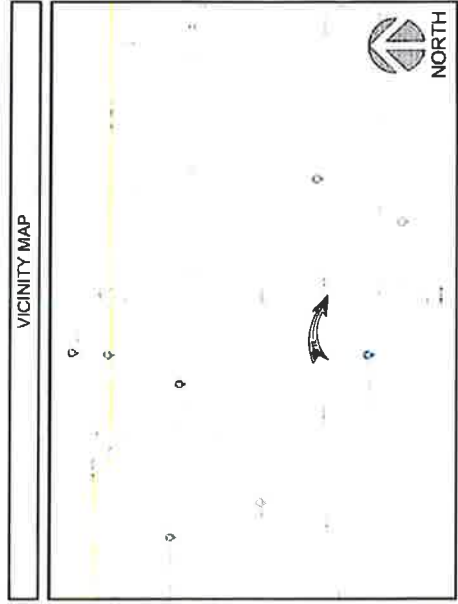
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF THE GOVERNING LOCAL BUILDING CODE OF THE STATE OF CALIFORNIA.

SITE NAME
 NEAR EAST KEYSTONE RD
 IMPERIAL COUNTY

SHEET TITLE
 TITLE SHEET

SHEET NUMBER
 T-1



CITYSWITCH
 CITYSWITCH SITE #
CAC008

AT&T
 AT&T FA#
10148059

SITE NAME
 BRAWLEY

SITE ADDRESS
 NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET INDEX

NO.	DESCRIPTION
T-1	TITLE SHEET
C-1	LAND SURVEY
C-2	OVERALL SITE PLAN
A-1	ENLARGED SITE PLAN
A-2	TOWER ELEVATION

SCOPE OF WORK

1. NEW FENCED TELECOMMUNICATIONS COMPOUND
 2. NEW ELECTRICAL AND FIBER UTILITIES
 3. NEW DRIVEWAY
 4. NEW SELF-SUPPORT TOWER

PROJECT INFORMATION

APPLICANT:
 CITYSWITCH
 1500 CENTURY PL NE
 SUITE 300
 WARRNER, OR 97146
 (503) 857-0838

ARCHITECT CONTACT:
 GLEN L. HUNT, ITT
 JAMES B. ROSS
 CHANDLER, AZ 85226
 (602) 483-8614
 (602) 321-1293

LATITUDE: 32°54'56.38" N
LONGITUDE: 115°24'21.52" W

APN: 941-220-009

SITE TYPE: SELF-SUPPORT TOWER

JURISDICTION: IMPERIAL COUNTY

OVERALL STRUCTURE HEIGHT: 210' A.G.L.
GROUND ELEVATION: -85.3' A.K.S.L.

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITION OF THE FOLLOWING CODES:

CODES:

- 2019 CALIFORNIA STANDARDS CODE
- 2019 CALIFORNIA ELECTRIC CODE

IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL.

TO OBTAIN LOCATION OF PARTICIPANTS:
 VISIT THE WEBSITE: www.digalert.org
 YOU'LL BE CALLED IN ADVANCE.
 TOLL FREE: 1-800-227-2600 OR
 DIG ALERT

Know what's below.
Call before you dig.

PROFESSIONAL LICENSURE

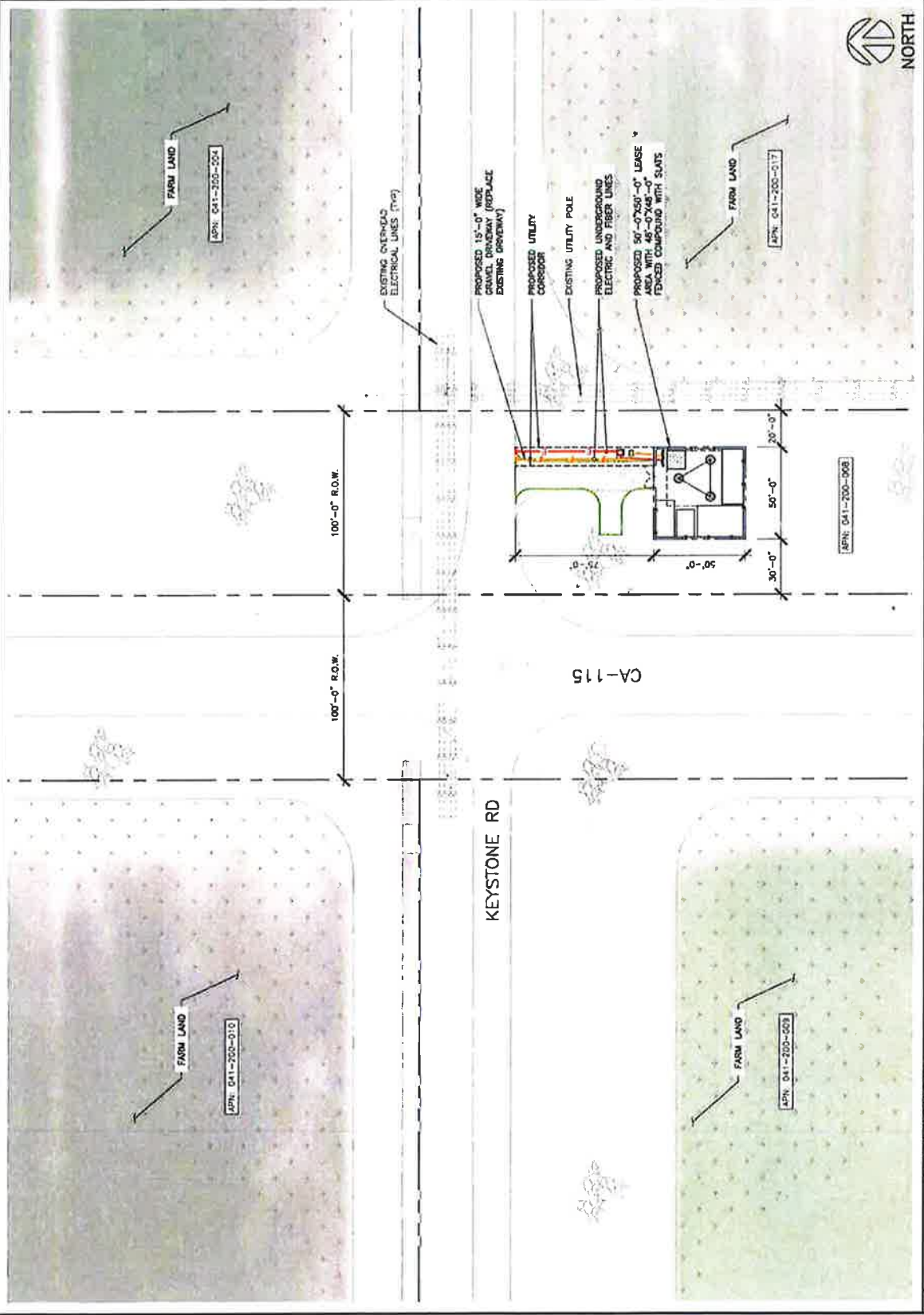
I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLY WITH THE REQUIREMENTS OF THE GOVERNING LOCAL BUILDING CODE.

SIGNED: _____

EXPIRES: _____

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY MBI. ALL USE OR DISCLOSE OTHER THAN THAT WHICH RELATES TO CONTRACT SERVICES IS STRICTLY PROHIBITED.

					ZONING DRAWINGS NOT FOR CONSTRUCTION	DATE 03/16/22	DESCRIPTION ZONING DRAWINGS
WESTCHESTER SERVICES, LLC 1000 W. 10TH ST. SUITE 100 BRAWLEY, CA 92227 TEL: (951) 277-8888 FAX: (951) 277-8888 WWW.WESTCHESTERSERVICES.COM					DRAWN BY: MIR	CHECKED BY: RSM	
					REV	DATE	DESCRIPTION
					A	03/16/22	ZONING DRAWINGS
					B	03/25/22	ZONING DRAWINGS
					C	10/25/22	ZONING DRAWINGS
* THIS DRAWING IS THE PROPERTY OF WESTCHESTER SERVICES, LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON AND NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, LLC.							
SITE NAME: BRAWLEY SITE ADDRESS: NEAR EAST KEYSTONE RD BRAWLEY, CA 92227 IMPERIAL COUNTY					SHEET TITLE: OVERALL SITE PLAN SHEET NUMBER: C-1		



1
SCALE: 1"=50'-0" (VERT)
1"=100'-0" (HORIZ)
OVERALL SITE PLAN

PC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: SM
CHECKED BY: RSM

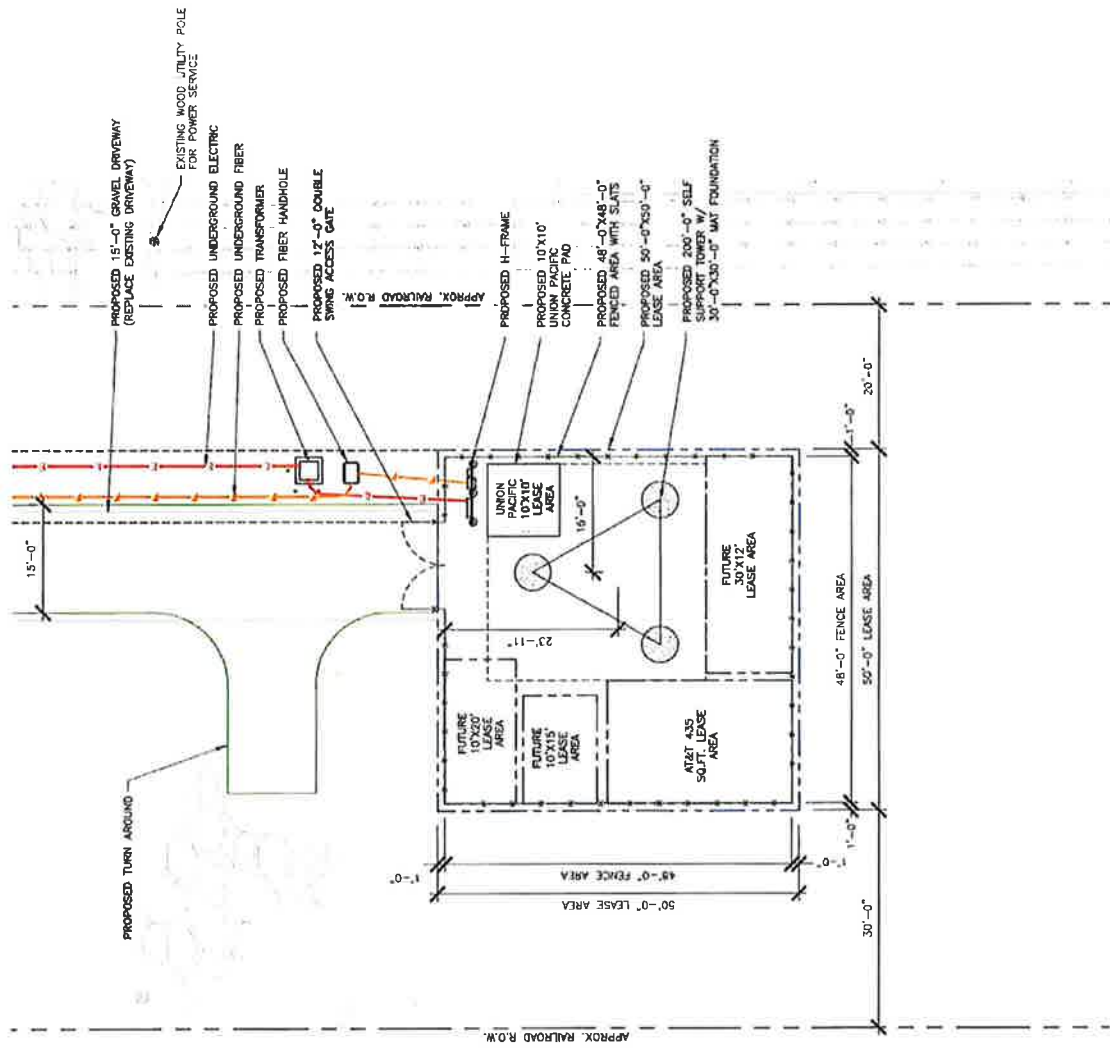
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/23/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

1. THESE DRAWINGS SHALL BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON AND SHALL NOT BE A BASIS FOR ANY OTHER PROJECTS OR SITES IN THE STATE OF CALIFORNIA.

SITE NAME: BRAWLEY
SITE ADDRESS: NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
ENLARGED
SITE PLAN


SHEET NUMBER
C-2





1 | ENLARGED SITE PLAN | SCALE 1/8"=1'-0" (11/20) | 1/8"=1'-0" (11/20)


THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROVIDED BY CONTRACTOR AND NOT BY ARCHITECT. ARCHITECT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.


PC ORIGINAL PKG











604 FOX CLEN
BARRINGTON, IL 60018
TEL: 815.399.7700
FAX: 815.399.7700
esg@westchester-tels.com

ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: **BM**

CHECKED BY: **FSM**

REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/29/22	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 ARCHITECT REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

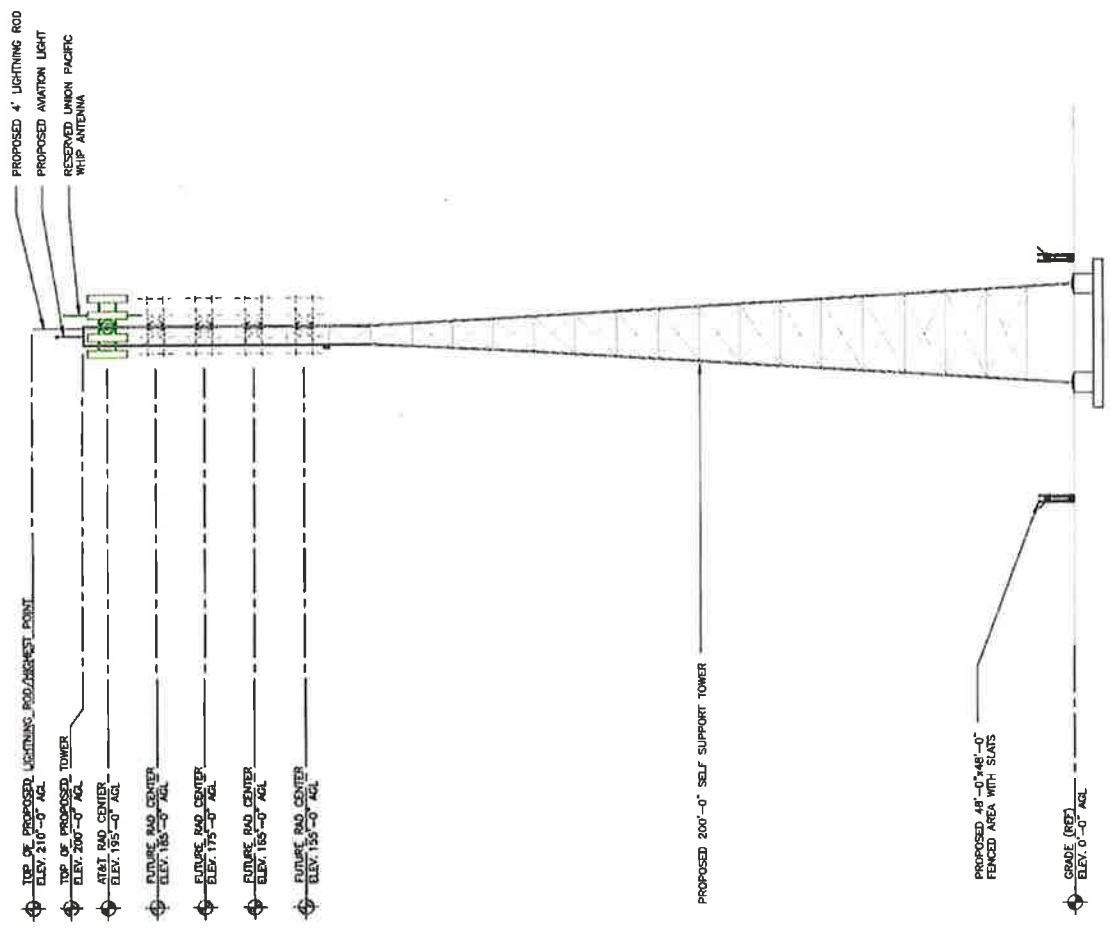
SITE NAME
BRAWLEY

SITE ADDRESS
**NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY**

SHEET TITLE
TOWER

ELEVATION

SHEET NUMBER
A-1



1 SCALE - N.T.S.

TOWER ELEVATION

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY OR FOR THE ARCHITECT OR ENGINEER. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELIES ON THE ARCHITECT'S OR ENGINEER'S PROFESSIONAL LIABILITY IS PROHIBITED.

PC ORIGINAL PKG

Lease

56616415.4

PC ORIGINAL PKG

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 12 day of Apr. 1, 2022 (the "Effective Date"), between Union Pacific Railroad Company, a Delaware corporation, having an office at 1400 Douglas Street, Omaha, Nebraska 68179, hereinafter referred to as "Licensor", and CitySwitch – II-A, LLC, a Georgia company, having an office at 1900 Century Place, Suite 320, Atlanta, Georgia 30345 hereinafter referred to as "Licensee".

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately eighty-five feet (85.00'), by thirty feet (30.00'), containing a total of 2,550 square feet, combined with an approximate ten feet (10') by seventy-five foot, (75') access and utility corridor containing 750 square feet on the parcel of land on Licensor's railroad right-of-way and located in Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

Licensor agrees to allow construction of a One Hundred Ninety-Five (195') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

THEREFORE, in consideration of the mutual covenants herein contained, Licensor and Licensee agree as follows:

1. **GRANT:**

Licensor grants to Licensee the right to construct the Tower and Facilities together with non-exclusive rights of access for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Licensor's property, the location of said rights of access being limited to the locations shown on Exhibit "A" attached hereto. Licensee shall have the right to use the Premises for the location of the Tower and Facilities. Licensee shall be responsible for all costs and activities associated with the construction of the aforementioned Tower and Facilities. Equipment owned by and installed, operated and maintained by Licensee will be installed at the Premises. The Licensee's use of the Premises shall be subject to the terms and conditions of this Agreement, specifically including but not limited to, the General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

2. **TOWER FACILITIES:**

Licensor grants to Licensee the right to construct the Tower on the Premises for the installation of its communications antennas. The Tower and Facilities will be located within the area further defined on Exhibit "A" of this Agreement.

3. **EQUIPMENT FACILITIES:**

Licensor grants to Licensee the right to locate on the Premises, in an area close to the base of the Tower, one (1) concrete slab measuring sixteen (16') feet by twenty-two (22') feet] that will be used to mount the Tower and Facilities installed on the Premises by Licensee. The Facilities will be located within the area further defined on Exhibit "A" of this Agreement. Licensee may install, as part of the Facilities on the Premises all other related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises, subject to the other terms and conditions in this Agreement.

4. PLANS:

Licensee shall submit detailed site plans and technical specifications for the construction of the Tower and Facilities at the Premises to Licensor for Licensor's approval prior to the commencement of construction thereof. Licensor shall not unreasonably withhold, condition or delay such approval. The approved site plans shall be made a part of this Agreement and be attached to the Agreement as Exhibit "A". In the event any modifications to the Tower or Facilities, or any other improvements or installations on the Premises, are desired by Licensee or any approved sublicensees of Licensee, then the plans and technical specifications for such modifications, improvements or installations shall also be subject to Licensor's approval prior to commencement of construction thereof.

5. PERMIT:

Licensee shall have the obligation to apply to the municipality or any other state or federal authority, as may be required, for a permit to construct the Tower and Facilities at any time during the term of this Agreement. Licensee shall prepare, at its sole cost and expense, all site plans (i.e., engineering and architectural documents) which are required pursuant to its application for the foregoing permit.

Licensor agrees to reasonably cooperate with Licensee in its efforts to obtain any necessary permits from the municipality or any other state or federal agency, as the case may be. Licensor further agrees not to unreasonably withhold consent to any such application for and during the term of this Agreement, and further agrees to execute all necessary application forms that may be reasonably required. Licensor shall further appear for testimony before any municipal, state or federal board in the event same is required for approval. Any application so filed, however, shall be at the full cost and expense of Licensee, said cost and expense including, but not being limited to engineering fees, application fees, legal fees and such other costs as may be incidental to the pursuance of any such application.

Licensee shall be responsible for ensuring that all equipment installed by Licensee complies with the applicable rules and regulations of the Federal Communications Commission (hereinafter, the "FCC") and the electrical code and other applicable codes of any other governmental authority having jurisdiction over the Premises or such equipment prior to the installation thereof.

6. COST OF PERMITS:

Licensee shall be responsible for payment of expenses for any and all necessary and/or required municipal permits to construct the Tower and Facilities on the Premises. Licensor agrees that it shall not unreasonably withhold or delay its consent of any such application or permit which may be required. Licensee shall pay any and all fees associated with the approval and/or construction of the Tower and Facilities. Licensor

agrees to execute any such document reasonably required by Licensee in its operations which states this Agreement is in full force and effect, and the number of years with renewals remaining in this Agreement.

All costs for any permits, licenses, plans, specifications or any other documentation required shall be at the sole cost and expense of Licensee.

7. GENERAL TERMS AND CONDITIONS:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees, and all entry upon and use of Licensor's property will be in strict compliance with the General Terms and Conditions.

8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in Exhibit "A", provided, however, that Licensee's utility service providers, or Licensee, as applicable, may be required to apply for and receive a "Wireline Crossing Agreement" from Licensor's Real Estate Department prior to installing any utility service to the Premises at no additional cost to such service provider(s) or Licensee. Licensor will not unreasonably delay or deny granting of any such agreement.

9. RELOCATION:

The approximate location of the Tower and Facilities will be as presented in the attached Exhibit "A". If, for engineering reasons, it is necessary for Licensee to select a different location, such relocation is subject to the approval of Licensor, in Licensor's sole discretion.

If, after the installation of the Tower and Facilities, Licensor determines that either or both constitute a material hindrance or cause material interference to railroad operations (e.g., blocking new track expansion, blocking line of sight, safety needs, etc.), Licensor may require the removal of the Tower and Facilities, as the case may be by Licensee at Licensee's sole cost and expense, within a period of (180) days (provided Licensor shall allow Licensee more than one hundred eighty (180) days to complete such removal, if in Licensor's sole discretion, allowing Licensee such additional time to complete such removal will not result in too much hindrance or interference with Licensor's operations or safety) from the date of receipt of notice from Licensor, provided that (i) such hindrance or interference affects the operation of Licensor's business or creates a safety hazard and ii) Licensee cannot promptly eliminate or minimize such hindrance or interference to an acceptable degree within the aforesaid 180-day period by performing alterations or modifications to the Tower and Facilities, as the case may be, or implementing other mitigative measures at the Premises. In such event, Licensor shall, in consultation with Licensee, use commercially reasonable efforts to designate an alternative location at the Premises upon which Licensee may relocate its Tower and Facilities. Licensee shall then have the right, at its option, to relocate its Tower and Facilities, as the case may be, to said alternative location at Licensee's sole expense. All monthly rent payable by Licensee hereunder shall abate for the time during which Licensee is prohibited from operating its existing tower and facilities at the Premises and the date upon which construction of the new Tower, Facilities and/or equipment cabinets at the alternative location is completed.

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved Exhibit "A" as necessary, to reflect such change in the location of Licensee's Tower and Facilities at the Premises.

10. PROTECTION OF FIBER OPTIC CABLE:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees will be in strict compliance with the provisions set forth in "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of the General Terms and Conditions.

In addition to the liability terms contained elsewhere within this Agreement, Licensee shall indemnify and hold Licensor harmless against and from all costs, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses), arising out of or in any way contributed to by any act or omission of Licensee, its contractors, agents and/or employees, that cause or in any way contribute to (a) any damage to or destruction of any fiber optic cable telecommunications system located on the Premises by Licensee, its contractors, agents and/or employees, (b) any injury to or death of any person employed by or on behalf of any fiber optic cable telecommunications company and/or its contractors, agents and/or employees on the Premises, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company or companies.

11. TERMINATION:

In the event that any municipal, state, federal or any other governmental authority prevents Licensee from occupying or operating Licensee's equipment at the Premises, or if in Licensee's reasonably exercised judgment, significant engineering, economic or other developments occur that prevent the economic feasibility of this Agreement, Licensee has the right to terminate this Agreement, upon providing Licensor with six (6) months prior notice and removing Licensee's equipment and restoring the Premises to its original conditions, except for reasonable wear and tear, and removing any underground structures to a depth that is mutually agreeable to the Parties.

The Licensee agrees that upon the expiration or termination of this Agreement or the abandonment of the Premises by the Licensee, the Licensee shall (a) remove from the Premises, at the expense of the Licensee, all structures, property and other materials not belonging to the Licensor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected and/or constructed, including, without limiting the generality of the foregoing the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all of which shall be performed at the Licensee's expense. If the Licensee should fail to perform such removal, the Licensor may perform the work and the Licensee shall reimburse the Licensor for the cost thereof, within thirty (30) days after the bill is rendered. The Licensee's non-use of the Premises for the purposes described in this Agreement continuing for one (1) year shall be sufficient and conclusive evidence of such abandonment, unless the Licensee shall have notified the Licensor in writing of its reasons for such non-use, and shall continue to pay rent as and when due to the Licensor.

12. OWNERSHIP OF TOWER, FACILITIES AND RADIO EQUIPMENT:

It is understood and agreed that Licensee shall own the Tower and Facilities and all related radio equipment, and/or any such improvements constructed or placed on the Premises by Licensee.

13. OWNER'S RIGHT OF INSTALLATION:

Licensee hereby grants to Licensor the right, reasonably exercised, to locate antennas on the Tower and related radio equipment, upon the Premises, subject to a maximum of 10,000 square inches of wind loading and availability of space upon the Tower being available at the time of Licensor's desire to exercise said right.

Licensor shall assume all costs and liabilities associated with the installation, operation and maintenance of Licensor's equipment at the Premises.

Licensee shall charge Licensor no fee for the installation, operation and maintenance of Licensor's equipment at the Premises.

14. MAINTENANCE:

Licensee shall (i) be responsible for any and all improvements located upon the Premises by Licensee or any approved sublicensees, including the Tower and Facilities, and (ii) shall perform whatever remedial and preventive maintenance, repairs, construction and security which may be required to properly maintain the Tower and Facilities and the equipment located thereupon or therewithin.

15. PAYMENT:

Effective upon the first month following the Commencement Date, Licensee shall pay Licensor [REDACTED] per year for the privileges and rights presented in this Agreement which rental shall increase by [REDACTED] annually. At such time as the amount equal to [REDACTED] of the total gross revenue collected by Licensee from all sublicensees at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by [REDACTED] annually, or [REDACTED] of the total revenue collected annually from Licensee's sublicensees at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

Licensor shall have the right, no more than once per calendar year, to inspect and audit all of Licensee's documents, agreements, and records relating to the Premises, including any documents, agreements, and records of Licensee regarding billing and collection of fees payable or paid under any agreement related to the Premises, and Licensee shall, for as long as this Agreement remains in effect and for three (3) years following any expiration or termination of this Agreement, maintain copies of all such documents and records. In the event Licensor elects to inspect and audit any such documents and records and/or the payments made by the any person related to the Premises, if Licensor determines that Licensee has failed to pay Licensor any material amounts owed to Licensor hereunder, Licensee shall, in addition to paying Licensor any amounts found by such inspection and audit to remain unpaid, reimburse Licensor for its costs to complete such inspection and audit.

16. **TERM:**

This Agreement shall be for an initial term of ten (10) years, commencing on the date that Licensee starts construction ("Commencement Date"). The License shall automatically renew for three (3) additional term of five (5) years unless terminated under terms herein.

17. **INTERFERENCE:**

Licensor grants to Licensee the use of the Premises exclusively for the construction and use of the Tower and Facilities for the installation of radio communications equipment. The equipment installed by Licensee or its sublicensees shall transmit only on frequencies licensed for such equipment. Licensee shall be responsible for performing all radiofrequency ("RF") engineering studies to ensure that the placement of radio equipment at the Premises will not cause interference to existing equipment located near the Premises by Licensor or Licensor's Licensees, lessees or vendors, and Licensee shall submit such studies to Licensor for approval prior to installation.

If any radio equipment installed by Licensee causes RF interference with such existing equipment of Licensor or Licensor's Licensees, lessees or vendors, Licensee shall be responsible for eliminating or minimizing to an acceptable degree such RF interference within 48 hours after receipt after written notice of such interference from Licensor to Licensee by, for example, removing, replacing or repositioning the equipment causing such interference (hereinafter, the "Interfering Equipment"). In the event such interference is not eliminated or minimized to an acceptable degree within the aforesaid 48 hour period, Licensee or its client, as the case may be, shall discontinue use of the Interfering Equipment (except for intermittent operation for the purpose of correcting such interference). If said interference is not corrected within thirty (30) days after Licensee's receipt of the aforesaid notice from Licensor, Licensee shall remove the Interfering Equipment within an additional ten (10) day period.

18. **INSURANCE:**

Licensee and/or its contractors shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability. Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- (b) Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417 Contractual Liability - Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

Where permitted by law and subject to Licensee's indemnification obligations herein, Licensee and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Licensor. Licensee and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. The policy (ies) required under (a) and (b) above shall provide severability of interests and shall name Licensor as an additional insured with respect to liability arising from Licensee's operations for which Licensee has legally assumed responsibility herein.

Prior to commencing the any construction work, Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage. The certificate(s) shall contain a provision that obligates the insurance company (ies) issuing such policy (ies) to notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy (ies) shall be written by a reputable insurance company (ies) acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better and authorized to do business in the state(s) in which the Job Site is located.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee and/or its contractors, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

19. INDEMNIFICATION/HOLD HARMLESS:

Licensee agrees that it shall not, through its actions or omissions, (i) endanger the property or employees of Licensor located at the Premises or (ii) expose any person, including but not being limited to Licensor's employees, contractors, agents or Licensees, or Licensor's property, operations or facilities to any additional hazards. Licensee shall indemnify and hold Licensor and its affiliates, and the officers, agents and employees of each, harmless against and from any and all liability, loss, damage, claims, demands, costs and expenses (including court costs and attorneys' fees) arising directly out of Licensee's use of the Premises, including, without limitation its construction activity thereon pursuant to this Agreement, except for those

claims that are due to or caused solely by the negligence or intentional misconduct of Licensor, its affiliates, or the officers, agents, assigns, contractors and employees.

20. ASSIGNMENT:

The Licensee shall not assign this Agreement, or any interest therein, without the written consent of Licensor. Such consent shall not be unreasonably withheld, conditioned, or delayed. No assignment by Licensee shall relieve Licensee of any of its obligations and liabilities assumed hereunder.

Notwithstanding the foregoing, Licensor agrees that Licensee shall have the right to freely assign its rights and obligations hereunder to any parent company, a wholly-owned subsidiary or affiliate of Licensee, an entity in the business of developing or operating telecommunication towers (excluding FCC licensed wireless carriers and existing Tower sublessees) or a purchaser of all or substantially all of Licensee's assets. The issuance of stock by Licensee shall not be deemed to be an assignment under the provisions of this Paragraph.

Subject to the provisions of this Paragraph, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. SUBLEASE AUTHORITY:

Licensor acknowledges that Licensee's intent is to design the Tower and Facilities to accommodate sublicensing in the Premises to FCC licensed wireless carriers. Licensee shall not sublicense in the Premises to FCC licensed wireless carriers, in whole or in part, without Licensor's written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed. Prior to sublicensing to FCC licensed carriers in the Premises, Licensee shall provide to Licensor a copy of the sublicensee's application, construction drawings, sublease agreement and construction schedule. Licensee shall not sublicense the Premises, in whole or in part, to unlicensed wireless carriers or other entities, without Licensor's written consent, which consent shall be in Licensor's sole and absolute discretion. Licensor hereby explicitly reserves the right to condition such consent upon additional financial consideration if the sublease is less than \$1750 per month (or \$1250 per month for DISH Wireless).

22. CASUALTY/CONDEMNATION:

In the event there is a total or partial destruction of the Premises by fire or other casualty (hereinafter, a "Casualty") and the Premises are, in Licensee's judgment, thereby rendered insufficient for Licensee's continued operations thereat and/or restoration thereof would not, in Licensee's reasonable judgment, be economically feasible and/or such restoration could not, in Licensee's reasonable judgment, be accomplished within a period of ninety (90) days from the date of such Casualty, Licensee shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensor. In the event Licensee elects not to terminate this Agreement,

- (a) Licensee shall have the right to restore those portions of the Premises upon which its Tower and Facilities are located and to reconstruct same thereupon at Licensee's sole cost and expense.

- (b) In the event those portions of the Premises upon which Licensee's Tower and Facilities are located are, in Licensee's judgment, incapable of being restored, Licensor shall, upon request of and in consultation with Licensee, designate an alternative location at the Premises upon which Licensee may reconstruct its Tower and Facilities.

In the event the Premises, that portion of the Premises upon which Licensee's Tower and Facilities are located, or any significant portion of either is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, this Agreement shall terminate as of the date upon which Licensee is required by the governmental authority to cease its operations at the Premises. Licensee shall be entitled to seek their own award against the condemning authority.

23. **ARBITRATION:**

All controversies relating to, in connection with, or arising out of this Agreement, its modification or making, the authority or obligations of the parties hereto, and whether involving the principals, agents, brokers or others who actually subscribe hereto, shall be settled by arbitration. The arbitration proceedings shall be held in the county and state in which the Premises is located and in accordance with the laws of the aforesaid state. The arbitration proceeding is to be governed by the American Arbitration Association and the "Rules of Arbitration" (hereinafter, the "Rules") as they exist at the time of the arbitration (including provisions as to payment of fees and expenses) and presided over by one arbitrator selected in accordance with the aforementioned Rules. Arbitration is the sole remedy hereunder. All notices or service in reference to arbitration or enforcement shall be deemed given if transmitted as required by the aforementioned Rules. The parties agree that any dispute or controversy related solely to an engineering matter, as mutually determined by Licensee and Licensor, shall be settled by arbitration in accordance with the foregoing, except that the one presiding arbitrator shall be a professional licensed engineer or engineering consultant selected in accordance with the Rules.

24. **FORCE MAJEURE:**

To the extent that either party to this Agreement is prevented from discharging its duties by an event of Force Majeure, such as by reason of flood, war, fire, explosion or other catastrophe or act of God, both parties shall be temporarily excused from the performance of their obligations under this Agreement until such time as the Force Majeure event has abated.

25. **INTEGRATED AGREEMENT:**

It is agreed and understood that this Agreement including the Exhibits attached hereto and made a part hereof contains all of the agreements, promises, and understandings between Licensor and Licensee and that no prior written, verbal or oral agreements, promises or understandings shall be binding upon either Licensee or Licensor in any dispute, or proceeding at law.

26. **GOVERNING LAW:**

The performance of this Agreement shall be interpreted, construed, and regulated by the laws of the state of California.

27. **LICENSOR'S REPRESENTATIONS:**

Licensor covenants, represents and agrees it has the full right, power and authority to enter into, execute and deliver this Tower Construction Agreement.

28. **SURVIVORSHIP:**

This Agreement shall be binding upon and shall inure to the benefit of any respective successors and assigns of Licensor and Licensee, subject to prior restrictions on assignments by Licensee.

Notwithstanding the foregoing, in the event there is any successor to Licensee, Licensee and/or such successor must notify Licensor of such succession within five (5) days after such event.

29. **SEVERABILITY:**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

30. **NOTICES:**

All notices hereunder must be in writing and shall be validly given if sent via Registered or Certified Mail, Return Receipt Requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensor: Union Pacific Railroad Company
 1400 Douglas Street - 0640
 Omaha, Nebraska 68179
 Attn.: Mike Wallman

To Licensee: CitySwitch – II, LLC
 1900 Century Place, Suite 320
 Atlanta, GA 30345
 Attn: Legal

31. **AUTHORITY TO SIGN:**

Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Ravielle
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 4/12/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022 before me personally appeared ROB RAVILLE
_____, known to me (or proved to me on the basis of satisfactory evidence) to be the persons
described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free
act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 12th day of April, 2022, Chris D. Gobik before
me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons
described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act
and deed.

WITNESS my hand and Official Seal at office this 12th day of April, 2022

[Signature]
Notary Public

My Commission Expires:

May 9, 2022

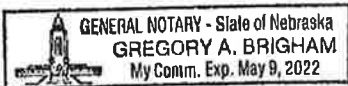
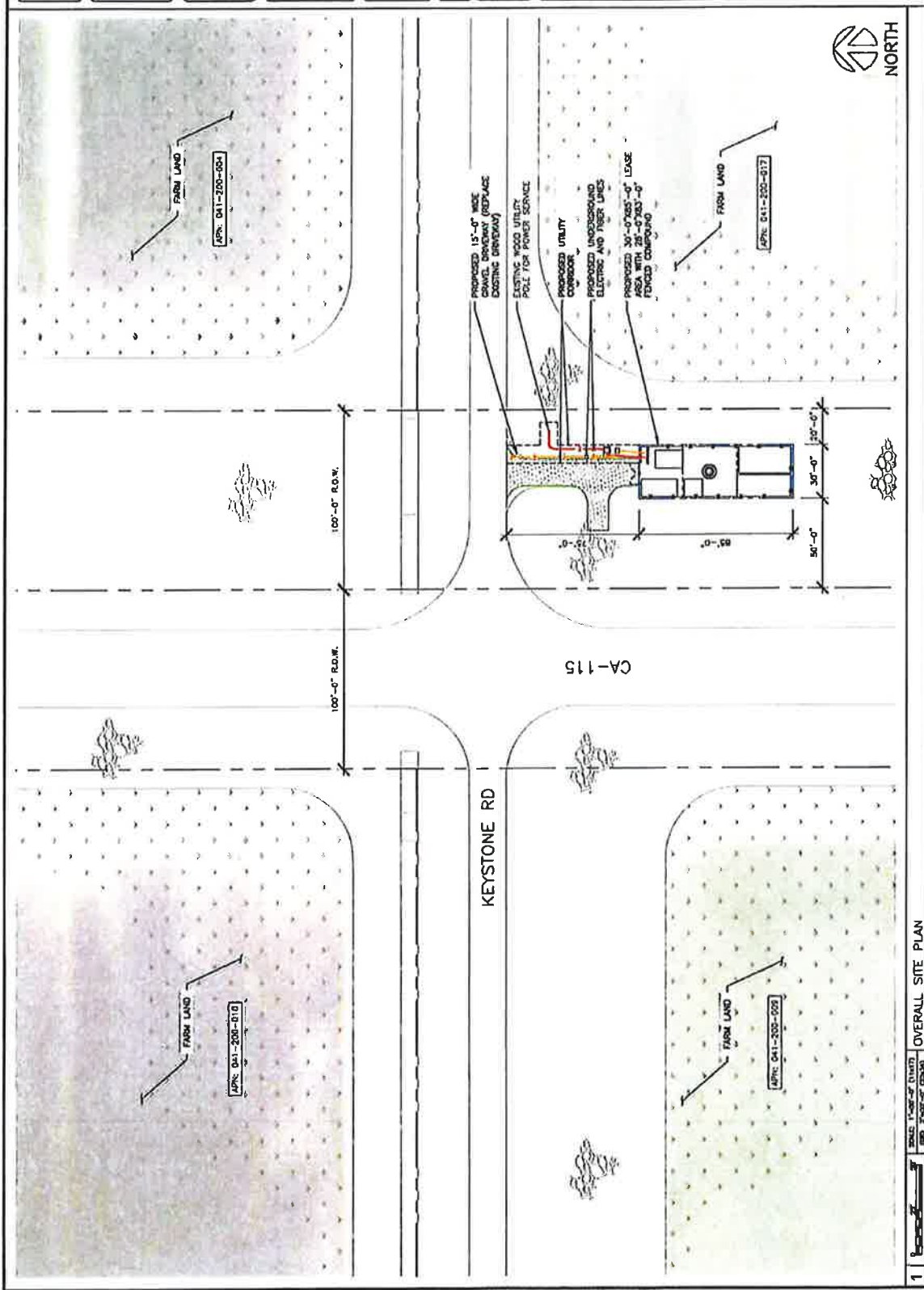


Exhibit A
Location Print Depicting the Premises

CITYSWITCH	LCC TELECOMMUNICATIONS	JOHN M. BANKS ARCHITECT BIRMINGHAM, AL 35203 TELEPHONE: 847-277-8078 FAX: 847-277-8079 EMAIL: JMBANKS@JMBANKSARCHITECT.COM	WESTCHESTER ENGINEERS 1000 W. COLLETT BIRMINGHAM, AL 35203 TELEPHONE: 847-277-8079 FAX: 847-277-8079 EMAIL: JMBANKS@JMBANKSARCHITECT.COM	LEASE EXHIBIT NOT FOR CONSTRUCTION	<table border="1"> <tr><td>OWNER:</td><td>MI</td></tr> <tr><td>DESIGNED BY:</td><td>ESB</td></tr> <tr><td>REV.</td><td>DESCRIPTION</td></tr> <tr><td>A</td><td>5/17/22 LEASE EXHIBIT</td></tr> <tr><td>B</td><td>5/17/22 REVISED LE</td></tr> </table> <p>* REFER CLIENT FOR THESE AND ALL OTHER INFORMATION AND THAT I AM IN FULL COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.</p>	OWNER:	MI	DESIGNED BY:	ESB	REV.	DESCRIPTION	A	5/17/22 LEASE EXHIBIT	B	5/17/22 REVISED LE	FA # 10148058 SITE NAME: BRIMLEY NEAR EAST KEYSTONE RD BRIMLEY, CA 92227 IMPERIAL COUNTY	SHEET TITLE OVERALL SITE PLAN SHEET NUMBER LE-1
OWNER:	MI																
DESIGNED BY:	ESB																
REV.	DESCRIPTION																
A	5/17/22 LEASE EXHIBIT																
B	5/17/22 REVISED LE																



1 | **OVERALL SITE PLAN**



JOHN M. BANKS ARCHITECT
 3000 W. 10TH ST.
 SUITE 100
 BRAWLEY, CA 92227
 TEL: 951-777-9070
 FAX: 951-777-9070
 WWW.JMBANKSARCHITECT.COM

WESTCHESTER
 641 DODD CIRCLE
 SUITE 100
 BRAWLEY, CA 92227
 TEL: 951-777-9070
 FAX: 951-777-9070
 WWW.WESTCHESTER.COM

**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

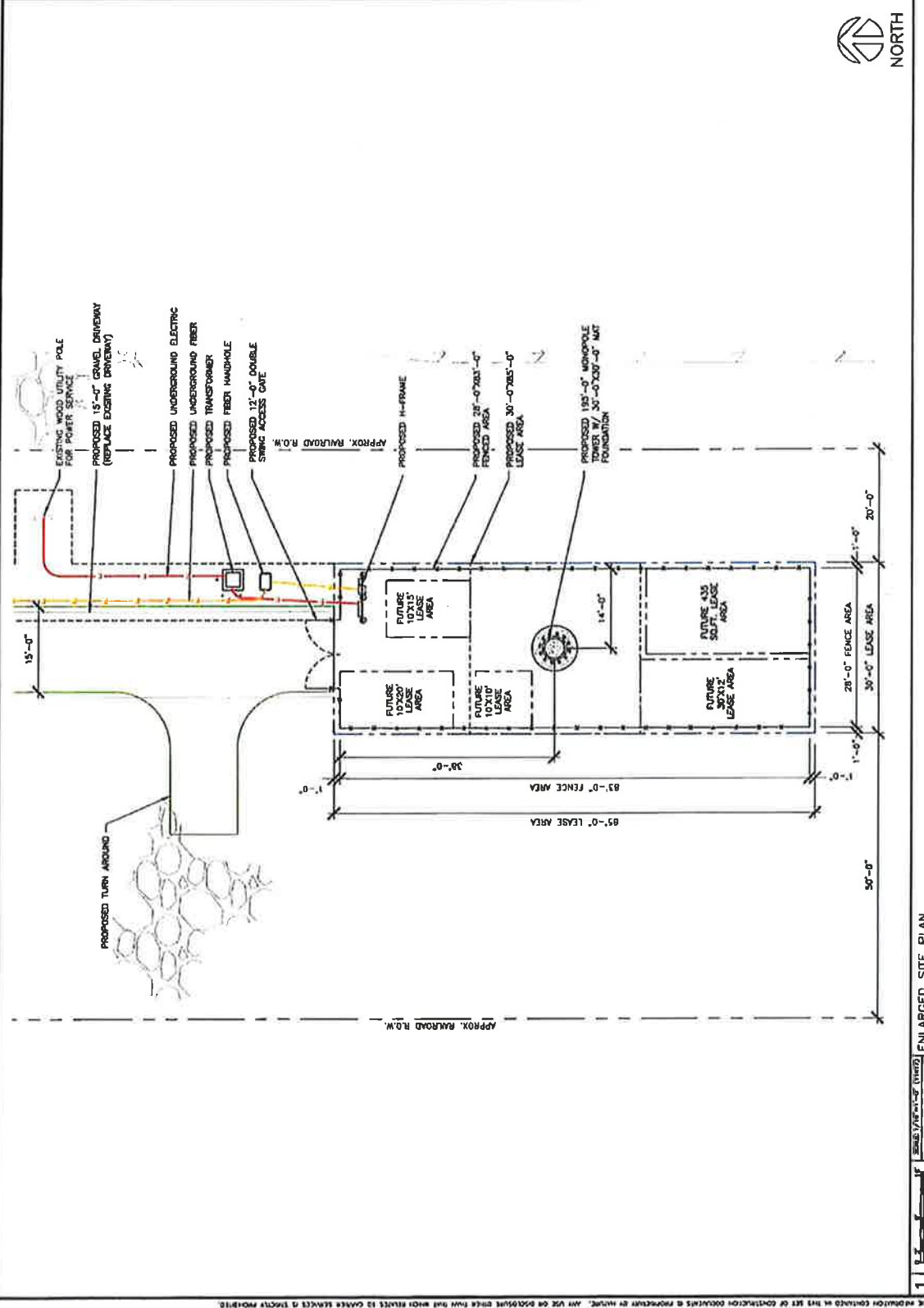
CREATED BY:	DATE:	DESCRIPTION:
A	01/12/22	LEASE EXHIBIT
B	01/18/22	REVISED LE

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

EA # 10148059
 SITE NAME:
 BRAWLEY
 301 ADDRESSSTONE RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**ENLARGED
 SITE PLAN**

SHEET NUMBER
LE-2



1 ENLARGED SITE PLAN

PC ORIGINAL PKG



JOHN M. BANKS ARCHITECT
 604 PINE CIRCLE
 SUITE 200
 BURBANK, CA 91502
 TEL: (818) 251-4270
 FAX: (818) 251-4271
 WWW.JMBANKSARCHITECT.COM



**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

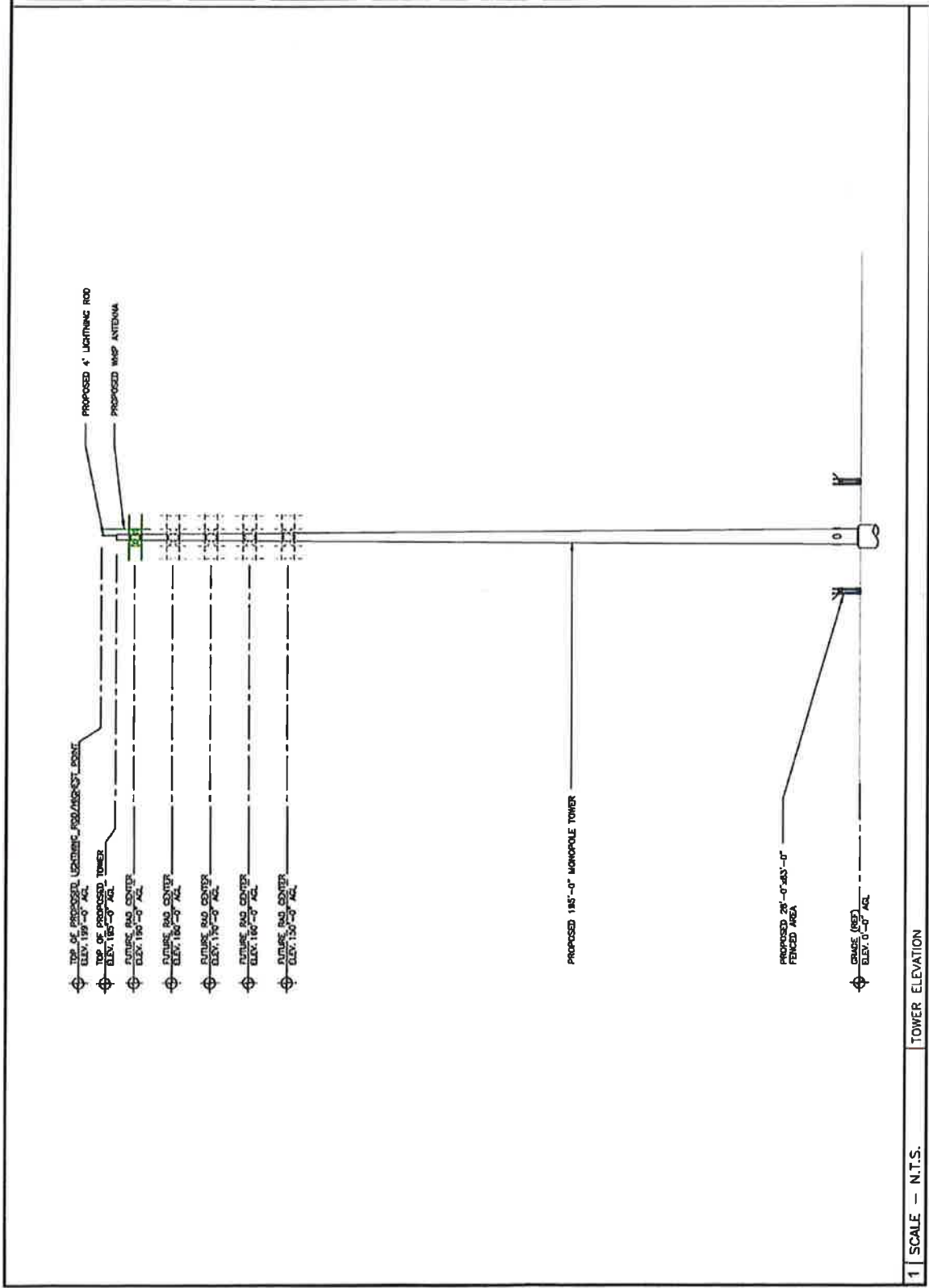
REV	DATE	DESCRIPTION
A	07/12/22	ISSUE EXHIBIT
B	07/19/22	ISSUED LE

1. THESE CONCEPT PLANS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

TA # 101440059
 SITE NAME:
 BRAWLEY
 SITE ADDRESS:
 EAST PLYMOUTH RD
 BRAWLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**TOWER
 ELEVATION**

SHEET NUMBER
LE-3



1 | SCALE — N.T.S. | TOWER ELEVATION

THE PROVISIONS CONTAINED HEREIN ARE NOT TO BE USED FOR CONSTRUCTION. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.



JOHN M. BANKS ARCHITECT
 604 TORI CLEN
 8400 S. BURNBANK
 TELEPHONE: 847-277-0070
 FAX: 847-277-0080
 WWW: www.jmbanksarchitect.com



WESTCHESTER
 604 FOX GLEN
 8400 S. BURNBANK
 TELEPHONE: 847-277-0070
 FAX: 847-277-0080
 WWW: www.westchester.com

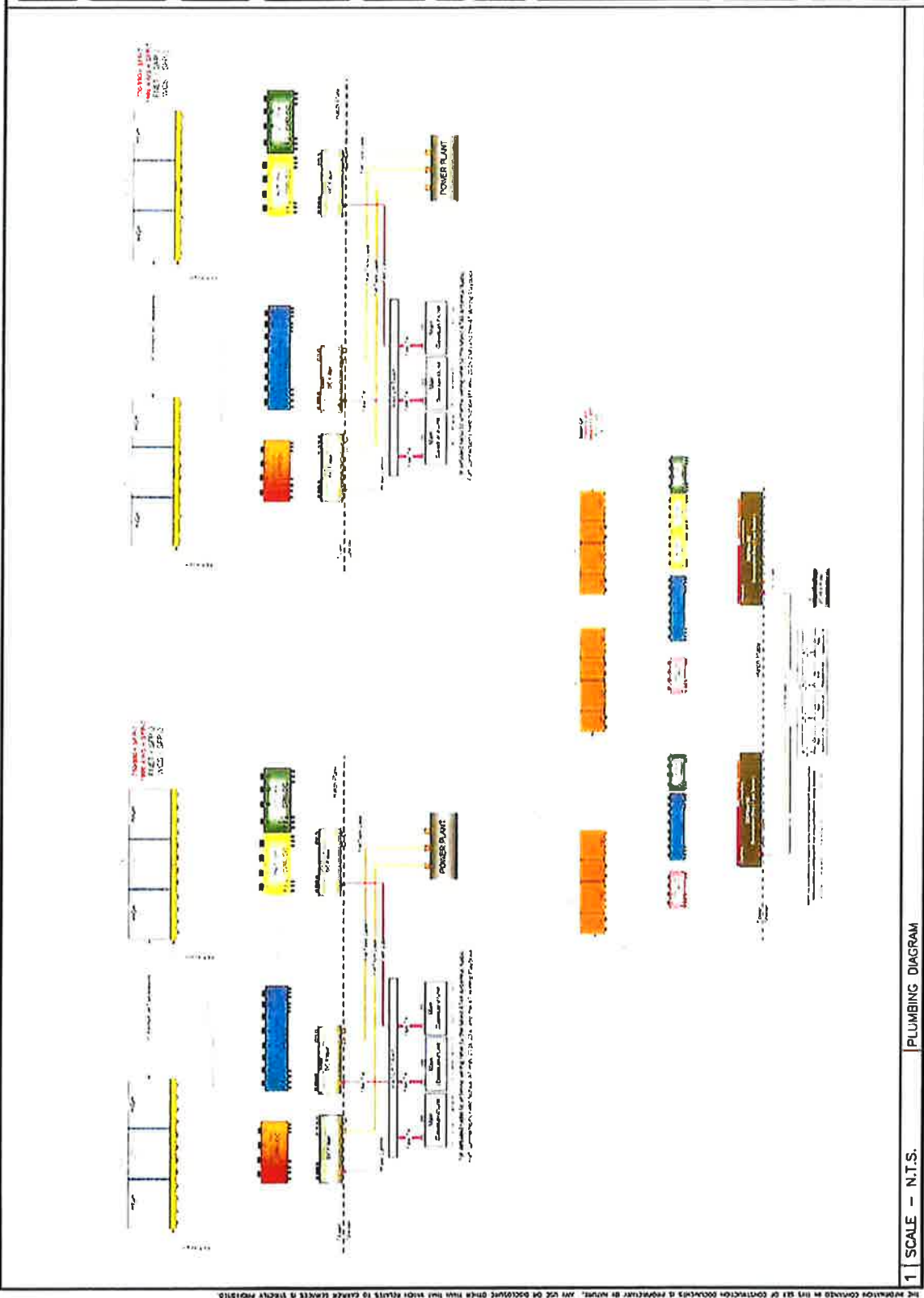
**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

OWNER: BIC	DATE: 07/13/22
DESIGNED BY: JMB	DATE: 07/13/22
ISSUED BY: JMB	DATE: 07/13/22
REVISIONS:	
1. 07/13/22	LOCAL CHANGE
2. 07/13/22	REMOVED LE

FR # 101 ADDRESS
 SITE NAME:
 BRAMBLEY
 NEAR EAST KEYSTONE RD
 BRAMBLEY, CA 92227
 IMPERIAL COUNTY

SHEET TITLE
**PLUMBING
 DIAGRAM**

SHEET NUMBER
LE-4



1 | SCALE - N.T.S. | PLUMBING DIAGRAM

PC ORIGINAL PKG

Exhibit B

General Terms and Conditions

Section 1. ENGINEERING REQUIREMENTS; PERMITS.

A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.

B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

health, environmental or communication permits or licenses required to perform any work on Licensee's Tower and/or Facilities.

Section 2. NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of the Licensor's operations and communications, and the safety of Licensor's personnel, property and the public are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all work by Licensee and the presence of Licensee on Licensor's Property, the safety standards set forth in this Agreement will be strictly adhered to by Licensee.

A. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

C. **Advance Notification Requirements.**

(i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

(ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.

(iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this **Exhibit B**, and (c) Licensor has provided Licensee written authorization to commence work.

D. **Inspections.** If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

Licensee's Tower and Facilities only upon the prior authorization from and under the direction of Licensor. Licensee represents and warrants that its use of UAS on Licensor's Property will comply with Licensor's then-current UAS policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

E. **Flagging Services.**

(i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.

(ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion

(ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

(iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

F. **Safety Standards.**

(i) Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Tower and Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards, found at the link below, to each of its employees before they enter Licensor's property:

http://www.up.com/es/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

(i) Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this **Exhibit B**.

(iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.

I. **Supervision.** The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.

J. **Suspension of Work.** If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

K. **Removal of Debris.** The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.

L. **Explosives.** The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.

M. **Protection of Subsurface Facilities on Licensor's Property.** Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

(e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution / supply lines, and sewer pipes and lines). Protection of such facilities is of extreme importance since any break in or damage to the facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks. In addition to the notifications required under the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" in Section of this **Exhibit B**, prior to the performance of any work on Licensor's property, Licensee shall (i) comply with all one-call and local and state requirements for subsurface detection, and (ii) exercise due diligence in an effort to determine from the Licensor and all appropriate utilities, telecommunications companies, etc., if such facilities are present, and (iii) telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Licensor's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Licensor's property until all such protection or relocation has been completed.

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

Section 3. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Licensor's property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of

Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Tower and Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Tower and Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING SERVICES" Section of this **Exhibit B**, Licensor, in its sole and absolute discretion, shall determine if any Flagging Services are required. In the event Licensor requires such Flagging Services, such services will be at the sole cost and expense of Licensee. For any Flagging Services performed by Licensor, Licensor will submit itemized invoices to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 4. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and/or Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

Prepared by, and after recording

Return to:

CitySwitch II, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 12 day of April, 2023, by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Tower Construction Agreement ("License") on the ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]

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: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE:

DATE: 4/12/2022


DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022, before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel
Notary Public


My Commission Expires: 07-21-2023

ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

On this 12th day of April, 2022, before me personally appeared Chris D. Goble, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 12th day of April, 2022.

[Signature]
Notary Public

My Commission Expires:



May 9, 2022

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description
when available.

ATTACHMENT “F” – ALUCP SECTION

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 ¹
			Residential (dw/ac)	Other Uses (people/ac) ²	
A	Runway Protection Zone or within Building Restriction Line	<ul style="list-style-type: none"> High risk High noise levels 	0	10	All Remaining
B1	Approach/Departure Zone and Adjacent to Runway	<ul style="list-style-type: none"> Substantial risk - aircraft commonly below 400 ft. AGL or within 1,000 ft. of runway Substantial noise 	0.1	100	30%
B2	Extended Approach/Departure Zone	<ul style="list-style-type: none"> Significant risk - aircraft commonly below 800 ft. AGL Significant noise 	1	100	30%
C	Common Traffic Pattern	<ul style="list-style-type: none"> Limited risk - aircraft at or below 1,000 ft. AGL Frequent noise intrusion 	6	200	15%
D	Other Airport Environs	<ul style="list-style-type: none"> Negligible risk Potential for annoyance from overflights 	No Limit	No Limit	No Requirement

Zone	Additional Criteria		Examples	
	Prohibited Uses	Other Development Conditions	Normally Acceptable Uses	Uses Not Normally Acceptable
A	<ul style="list-style-type: none"> All structures except ones with location set by aeronautical function Assemblages of people Objects exceeding FAR Part 77 height limits Hazards to flight⁶ 	<ul style="list-style-type: none"> Dedication of aviation easement 	<ul style="list-style-type: none"> Aircraft tiedown apron Pastures, field crops, vineyards Automobile parking 	<ul style="list-style-type: none"> Heavy poles, signs, large trees, etc.
B1 and B2	<ul style="list-style-type: none"> Schools, day care centers, libraries Hospitals, nursing homes Highly noise-sensitive uses Above ground storage Storage of highly flammable materials Hazards to flight⁶ 	<ul style="list-style-type: none"> Locate structures maximum distance from extended runway centerline Minimum NLR⁷ of 25 dBA in residential and office buildings Dedication of aviation easement 	<ul style="list-style-type: none"> Uses in Zone A Any agricultural use except ones attracting bird flocks Warehousing, truck terminals Single-story offices 	<ul style="list-style-type: none"> Residential subdivisions Intensive retail uses Intensive manufacturing or food processing uses Multiple story offices Hotels and motels
C	<ul style="list-style-type: none"> Schools Hospitals, nursing homes Hazards to flight⁶ 	<ul style="list-style-type: none"> Dedication of overflight easement for residential uses 	<ul style="list-style-type: none"> Uses in Zone B Parks, playgrounds Low-intensity retail, offices, etc. Low-intensity manufacturing, food processing Two-story motels 	<ul style="list-style-type: none"> Large shopping malls Theaters, auditoriums Large sports stadiums Hi-rise office buildings
D	<ul style="list-style-type: none"> Hazards to flight⁶ 	<ul style="list-style-type: none"> Deed notice required for residential development 	<ul style="list-style-type: none"> All except ones hazardous to flight 	

Table 2A Continued
Compatibility Criteria

Imperial County Airport Land Use Compatibility Plan

NOTES

- 1 Residential development should not contain more than the indicated number of dwelling units per gross acre. Clustering of units is encouraged as a means of meeting the Required Open Land requirements.
- 2 The land use should not attract more than the indicated number of people per acre at any time. This figure should include all individuals who may be on the property (e.g., employees, customers/visitors, etc.). These densities are intended as general planning guidelines to aid in determining the acceptability of proposed land uses.
- 3 See Policy 2.5.
- 4 These uses typically can be designed to meet the density requirements and other development conditions listed.
- 5 These uses typically do not meet the density and other development conditions listed. They should be allowed only if a major community objective is served by their location in this zone and no feasible alternative location exists.
- 6 See Policy 3.4
- 7 NLR = Noise Level Reduction; i.e., the attenuation of sound level from outside to inside provided by the structure.

BASIS FOR COMPATIBILITY ZONE BOUNDARIES

The following general guidelines are used in establishing the Compatibility Zone boundaries for each civilian airport depicted in Chapter 3. Modifications to the boundaries may be made to reflect specific local conditions such as existing roads, property lines, and land uses. Boundaries for NAF El Centro are modified in recognition of the differences between civilian and military aircraft characteristics and flight tracks.

- A The boundary of this zone for each airport is defined by the runway protection zones (formerly called runway clear zones) and the airfield building restriction lines.

Runway protection zone dimensions and locations are set in accordance with Federal Aviation Administration standards for the proposed future runway location, length, width, and approach type as indicated on an approved Airport Layout Plan. If no such plan exists, the existing runway location, length, width, and approach type are used.

The building restriction line location indicated on an approved Airport Layout Plan is used where such plans exist. For airports not having an approved Airport Layout Plan, the zone boundary is set at the following distance laterally from the runway centerline:

Visual runway for small airplanes	370 feet
Visual runway for large airplanes	500 feet
Nonprecision instrument runway for large airplanes	500 feet
Precision instrument runway	750 feet

These distances allow structures up to approximately 35 feet height to remain below the airspace surfaces defined by Federal Aviation Regulations Part 77.

- B1 The outer boundary of the Approach/Departure Zone is defined as the area where aircraft are commonly below 400 feet above ground level (AGL). For visual runways, this location encompasses the base leg of the traffic pattern as commonly flown. For instrument runways, the

altitudes established by approach procedures are used. Zone B1 also includes areas within 1,000 feet laterally from the runway centerline.

- B2 The Extended Approach/Departure Zone includes areas where aircraft are commonly below 800 feet AGL on straight-in approach or straight-out departure. It applies to runways with more than 500 operations per year by large aircraft (over 12,500 pounds maximum gross takeoff weight) and/or runway ends with more than 10,000 total annual takeoffs.

- C The outer boundary of the Common Traffic Pattern Zone is defined as the area where aircraft are commonly below 1,000 feet AGL (i.e., the traffic pattern and pattern entry points). This area is considered to extend 5,000 feet laterally from the runway centerline and from 5,000 to 10,000 feet longitudinally from the end of the runway primary surface. The length depends upon the runway classification (visual versus instrument) and the type and volume of aircraft accommodated. For runways having an established traffic solely on one side, the shape of the zone is modified accordingly.

- D The outer boundary of the Other Airport Environs Zone conforms with the adopted Planning Area for each airport.

sm/Imprcit.

Attachment “I”
Application and Supporting Documents

CONDITIONAL USE PERMIT

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. APPLICANT'S NAME Michael Bieniek, AICP / Allison R. Burke (Agents)	EMAIL ADDRESS mbieniek@lcctelecom.com / aburke@shermanhoward.com	
4. MAILING ADDRESS (Street / P O Box, City, State) 10700 W. Higgins, Ste 240, Rosemont, IL / 675 15th Ste 2300 Denver, CO	ZIP CODE 60018 / 80202	PHONE NUMBER 847-287-1156 / 303-299-8045
4: ENGINEER'S NAME Westchester Services, LLC - Glen L Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
5. MAILING ADDRESS (Street / P O Box, City, State) 3470 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
6. ASSESSOR'S PARCEL NO. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Vacant field
12. DESCRIBE PROPOSED SEWER SYSTEM	N/a
13. DESCRIBE PROPOSED WATER SYSTEM	N/a
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/a
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? No permanent employees

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bieniek, AICP	4/11/23
Print Name	Date
Signature	
Allison R. Burke	4/11/23
Print Name	Date
Signature	

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY:	_____	DATE	_____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY:	_____	DATE	_____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE	_____	<input type="checkbox"/> O. E. S.
		DATE	_____	<input type="checkbox"/> _____

CUP #
23-001



VARIANCE

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	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. 041-200-008	PHONE NUMBER 404-857-0858
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	ZONING (existing) A-2
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115	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 A-2 district for a communications tower is 120'.</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.

<u>Michael Bieniek, AICP</u>	4/11/23
Print Name	Date
	
Signature	
<u>Allison R. Burke</u>	4/11/23
Print Name	Date
	
Signature	

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	
B. FEE	
C. OTHER	
D. OTHER	

APPLICATION RECEIVED BY: _____	DATE _____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY: _____	DATE _____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY: _____	DATE _____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY: _____	DATE _____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION: <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE _____	<input type="checkbox"/> O. E. S.
		<input type="checkbox"/> _____

V #
13-0000



RECEIVED

Sherman & Howard LLC

APR 12 2003

IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES



**APPLICATION FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE
APPROVAL FOR
THE PROPOSED COMMUNICATION FACILITY AT**

**NEAR EAST KEYSTONE ROAD
BRAWLEY, CA 92227
APN: 041-200-008**

**CITYSWITCH SITE NAME / # – BRAWLEY CAC008
AT&T SITE NUMBER - 10148059**

56616415.4

PC ORIGINAL PKG

Table of Contents

1. Letter of Application
2. Application Materials
3. Site Data Sheet
4. Right-of-Way Title
5. Narrative Overview
6. Compliance with Section 92402.01
7. Compliance with Section 92405.01
8. Conditional Use Permit Standards
9. Variance Standards
10. Alternatives Analysis
11. Sworn Statement of AT&T
12. Coverage Plot
13. Fall Zone Certification
14. Site Plan
15. FAA Determination
16. Lease

Letter of Application

April 3, 2023

Mr. Jim Minnick
Planning & Development Services Director, Imperial County
801 W. Main Street
El Centro, CA 92243

RECEIVED

APR 12 2023

**IMPERIAL COUNTY
PLANNING & DEVELOPMENT SERVICES**

RE: Proposed CitySwitch Communications Facility – Brawley CAC009
AT&T Site - 10148059
Near East Keystone Road
APN 041-200-008
Brawley, CA 92227

Dear Mr. Minnick:

LCC Telecom Services and Sherman & Howard L.L.C. represent CitySwitch. CitySwitch has finalized an agreement with the property owners of the site referenced above to develop and construct a Communications Facility that will be available to be used by wireless carriers. The proposed shared use facility is designed to house the equipment necessary to provide clear and uninterrupted wireless telecommunications services to the residents and visitors of Imperial County.

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-0" lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

The proposed Communications Facility is located in an A-2, General Agriculture zone. Pursuant to Section 90519.02(d) of the Code, Communications Facilities are allowed in this district with a Conditional Use Permit approval. Communications Facilities exceeding the maximum allowable height are allowed in this district with Variance approval.

On behalf of the applicant CitySwitch, LCC Telecom Services and Sherman & Howard have submitted all required documentation for the proposed tower in accordance with Section 92402.01 of the Code for this application to be deemed complete. Should you have any questions please feel free to contact me. I look forward to working with you during the review and approval process. CitySwitch looks forward to helping provide Imperial County with improved wireless coverage.

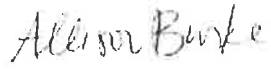
Sincerely,

56616415.4

PC ORIGINAL PKG



Michael Bieniek, AICP
Zoning Director



Allison R. Burke
Associate

56616415,4

PC ORIGINAL PKG

Application Materials

56616415.4

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. 041-200-008	SIZE OF PROPERTY (in acres or square foot) Vacant field	ZONING (existing) A-2
7. PROPERTY (site) ADDRESS Vacant field off East Keystone Road, Brawley, CA 92227		
8. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
9. LEGAL DESCRIPTION See attached lease agreement		

PLEASE PROVIDE CLEAR & CONCISE INFORMATION (ATTACH SEPARATE SHEET IF NEEDED)

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	Proposed 200' self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50' lease parcel.
11. DESCRIBE CURRENT USE OF PROPERTY	Vacant field
12. DESCRIBE PROPOSED SEWER SYSTEM	N/a
13. DESCRIBE PROPOSED WATER SYSTEM	N/a
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	N/a
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? No permanent employees

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bieniek, AICP
Print Name _____ Date 4/11/23
Signature _____
Allison R. Burke
Print Name _____ Date 4/11/23
Signature _____

REQUIRED SUPPORT DOCUMENTS

A. SITE PLAN	_____
B. FEE	_____
C. OTHER	_____
D. OTHER	_____

APPLICATION RECEIVED BY:	_____	DATE	_____	REVIEW / APPROVAL BY OTHER DEPT'S required.
APPLICATION DEEMED COMPLETE BY:	_____	DATE	_____	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> A. P. C. D.
FINAL ACTION:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED	DATE	_____	<input type="checkbox"/> O. E. S.
		DATE	_____	<input type="checkbox"/> _____

CUP #
23-001

SITE PLAN REQUIREMENTS

PLAN MUST:

- a. Be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted.)
- b. Show name of owner, legal description and Assessor's Parcel Number.
- c. Show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. Show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. Show adjacent property uses and approximate distances to nearest structures.
- f. Indicate name of person preparing site plan.
- g. Show North orientation.
- h. Show sufficient dimensions and information for proper evaluation to be done.

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

S:/forms_lists/8.5 x 11 APPS/CUP backside 8.5 x 11

PC ORIGINAL PKG

VARIANCE

I.C. PLANNING & DEVELOPMENT SERVICES DEPT.
801 Main Street, El Centro, CA 92243 (760) 482-4236

- APPLICANT MUST COMPLETE ALL NUMBERED (black) SPACES - Please type or print -

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 041-200-008	ZONING (existing) A-2	
6. PROPERTY (site) ADDRESS Vacant field off East Keyston Road, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Southeast of the intersection of East Keystone and Highway 115		
8. LEGAL DESCRIPTION See attached lease agreement		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is 120'		
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY :		
10. DESCRIBE THE ADJACENT PROPERTY East <u>vacant parcel</u> West <u>vacant parcel</u> North <u>vacant parcel</u> South <u>vacant parcel</u>		

I / WE THE LEGAL OWNER (S) OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT.

Michael Bleniek, AICP
Print Name
[Signature]
Signature
4/11/23
Date

Allison R. Burke
Print Name
[Signature]
Signature
4/11/23
Date

REQUIRED SUPPORT DOCUMENTS

- A. SITE PLAN
- B. FEE
- C. OTHER
- D. OTHER

APPLICATION RECEIVED BY:	_____	DATE	_____	REVIEW / APPROVAL BY	_____
APPLICATION DEEMED COMPLETE BY:	_____	DATE	_____	OTHER DEPT'S required.	<input type="checkbox"/> P. W.
APPLICATION REJECTED BY:	_____	DATE	_____	<input type="checkbox"/> E. H. S.	<input type="checkbox"/> A. P. C. D.
TENTATIVE HEARING BY:	_____	DATE	_____	<input type="checkbox"/> O. E. S.	<input type="checkbox"/> _____
FINAL ACTION:	<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	DATE	_____	<input type="checkbox"/> _____

V#
23-0006

PC ORIGINAL PKG

SITE PLAN REQUIREMENTS

PLAN MUST:

- a. be drawn to scale upon substantial paper, 11" x 14" (min.) – (20 copies must be submitted).
- b. show name of owner, legal description and Assessor's Parcel Number.
- c. show existing property dimensions, size, adjacent roads, canals, right-of-ways, easements, etc.
- d. show all existing and proposed structures (both above and below ground) location of sewer and water systems.
- e. show adjacent property uses and approximate distances to nearest structures.
- f. indicate name of person preparing site plan.
- g. show North orientation.
- h. show sufficient dimensions and information for proper evaluation to be done.

CAUTION: Incomplete or inaccurate applications, plans will cause the entire application to be rejected.

S:/forms_lists/8.5 x 11 APPS/variance backside 8.5 x 11

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:	Near East Keystone Road Brawley, CA 92227
Parcel Number:	APN: 041-200-008
Request:	Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 200'-0" self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" and telecommunications equipment to be located within a 50'-0" x 50'-0" ground area.

Right-of-Way Title

56616415.4

PC ORIGINAL PKG



U.S. TITLE SOLUTIONS

100 Corporate Drive, Suite 305, Lebanon, NJ 08833

Phone (908) 849-3011 Fax (908) 849-7981

www.ustitlesolutions.com

REPORT OF TITLE
Document Research and Retrieval
U.S. Title Solutions File No. UST71006
Reference No. Brawley
Site Name: Brawley

Prepared For: LCC Telecom Services, LLC -

Premises: TBD, Brawley, CA 92227

Parcel: 056-470-002

County: Imperial

REPORT POWERED BY LAND-IT™

This Report of Title is for informational purposes only. It is not a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, or any form of title insurance. This report is issued exclusively for the benefit of the applicant therefore, and may not be relied upon by any other person. The liability of U.S. Title Solutions is limited to the amount of the fee paid therefore.

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - I

1. **DATE OF REPORT** : April 07, 2022
2. **SCOPE OF SEARCH**: Beginning **January 01, 1908** and extending through **February 28, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.
3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**

Fee Simple

4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**

Southern Pacific Company

5. **SOURCE OF TITLE** :

Property card made by Property Card, in [Instrument No: Property Detail Report](#).

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).

For reference only, [Instrument No: SBE Map](#) , attached has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3 1871" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

6. **PROPERTY IS IDENTIFIED AS FOLLOWS** :

Parcel ID : 056-470-002
Tax Year : 2021
Status : Exempt

7. **THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO**

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - II

(LEGAL DESCRIPTION)

A survey is required for an accurate metes and bounds description.

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - III

The items set forth herein are intended to provide you with notice of matters affecting title to the land described in Schedule - II of this Report. Any statement of facts or matters which an accurate survey of the land would disclose, rights of tenants or parties in possession under unrecorded leases and easements or claims of easements not shown by the public record are not included in this report. No liability is assumed for items not indexed or mis-indexed in the County Records.

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

None found within period searched.

5. OTHER RECORDED DOCUMENTS

5.1 Parcel Map No. M-891 Recorded July 18, 1977, in [Book 3, Page 72](#).

5.2 Certificate of Merger between Southern Pacific Company and Southern Pacific Transportation Company, Dated December 02, 1969, Recorded December 09, 1969, in [Book 1286, Page 821](#).

5.3 Township No. 16 South, Range No. 21 East, San Bernardino Meridian, California Recorded November 07, 1934, in [Instrument No: 1933 Government Survey](#).

5.4 Parcel Map No. M-1964 in [Book 8, Page 31](#).

Notes: For reference - shows portion of subject property as "not a part".

6. OTHER UNRECORDED DOCUMENTS

6.1 [Assessor's Map](#)

U.S. TITLE SOLUTIONS
File No. UST71006 Reference No. Brawley

REPORT OF TITLE
SCHEDULE - V

(OWNERSHIP HISTORY)

1. Property card made by Property Card to Southern Pacific Company , in [Instrument No: Property Detail Report](#).

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).

For reference only, [Instrument No: SBE Map](#) , attached has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3 1871" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

Property Detail Report

CA

APN: 056-470-002-000

Imperial County Data as of: 12/29/2021

Owner Information

Owner Name: Southern Pacific Co
Vesting: Corporation
Mailing Address:

Occupancy: Unknown

Location Information

Legal Description: Por Sbe 872-13-9-3 Of Sec 21 16-21
APN: 056-470-002-000
Munic / Twnshp: Alternate APN: 0564700201
Subdivision: Twnshp-Rng-Sec:
Neighborhood: Tract #:
Elementary School: San Pasqual Valley...
Latitude: 32.75386
Middle School: San Pasqual Middle
Longitude: -114.76022
County: Imperial, CA
Census Tract / Block:
Legal Lot / Block:
Legal Book / Page:
High School: San Pasqual Valley...

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: Price:
Buyer Name: Seller Name: Transfer Doc #:
Deed Type:

Last Market Sale

Sale / Rec Date: Sale Price / Type: Deed Type:
Multi / Split Sale: Price / Sq. Ft.: New Construction:
1st Mtg Amt / Type: 1st Mtg Rate / Type: 1st Mtg Doc #: N/A
2nd Mtg Amt / Type: 2nd Mtg Rate / Type: Sale Doc #: N/A
Seller Name: Title Company:
Lender:

Prior Sale Information

Sale / Rec Date: Sale Price / Type: Prior Deed Type:
1st Mtg Amt / Type: 1st Mtg Rate / Type: Prior Sale Doc #: N/A
Prior Lender:

Property Characteristics

Gross Living Area: Total Rooms: 0
Living Area: Bedrooms:
Total Adj. Area: Baths (F / H):
Above Grade: Pool:
Basement Area: Fireplace:
Style: Cooling:
Foundation: Heating:
Quality: Exterior Wall:
Condition: Construction Type:
Year Built / Eff:
Stories:
Parking Type:
Garage #:
Garage Area:
Porch Type:
Patio Type:
Roof Type:
Roof Material:

Site Information

Land Use: Public School
State Use:
County Use: 604 - Schools
Site Influence:
Flood Zone Code: A
Community Name: Fort Yuma Indian Reservation
Lot Area: 1,165,230 Sq. Ft.
Lot Width / Depth:
Usable Lot:
Acres: 26.75
Flood Map #: 06025C1875C
Flood Panel #: 1875C
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
Property Tax:
Exemption:
Assessed Value:
Land Value:
Improvement Value:
Improved %:
Delinquent Year:
Market Total Value:
Market Land Value:
Market Imprv Value:
Market Imprv %:

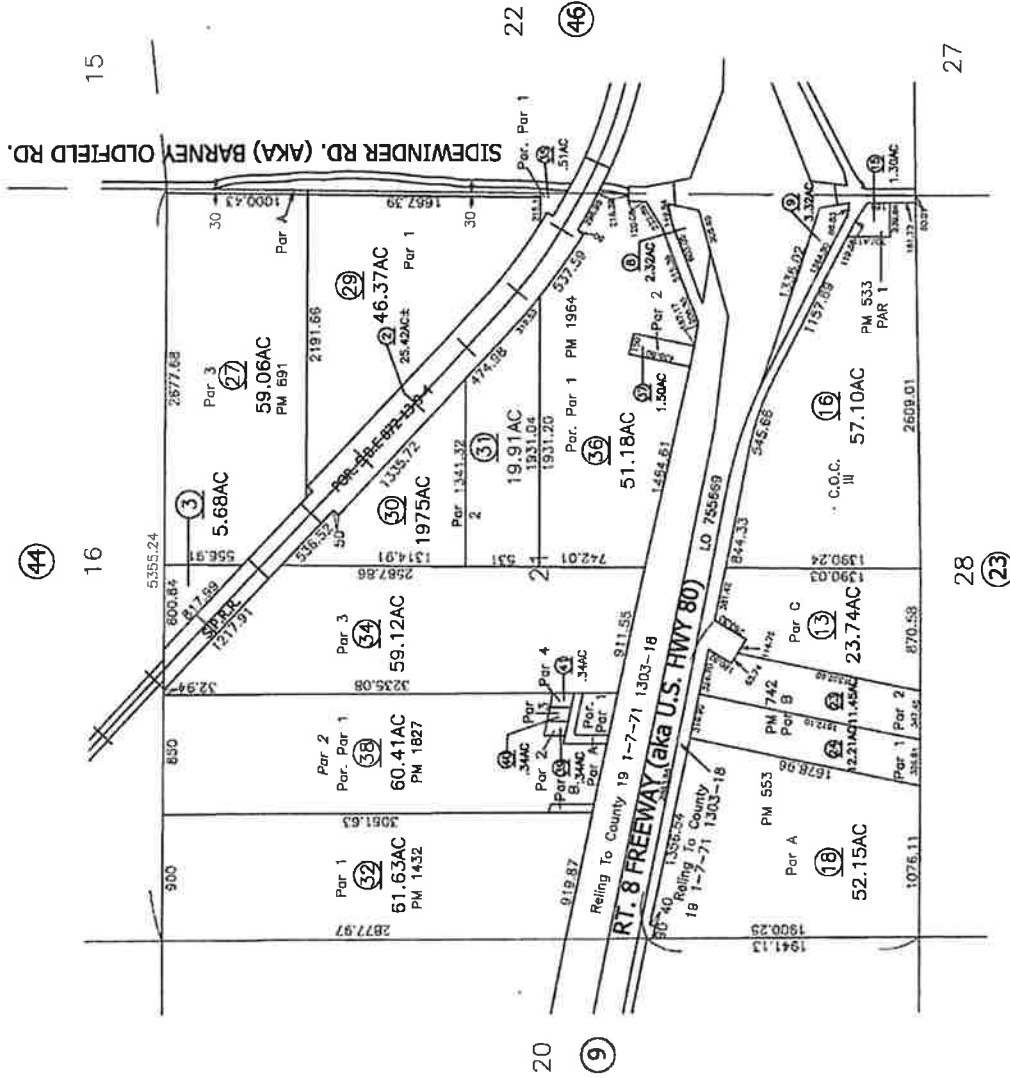
Disclaimer: This report is not an insured product or service or a representation of the condition of title to real property. It is not an abstract, legal opinion, opinion of title, title insurance, commitment or preliminary report, or any form of title insurance or guaranty. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. This report is issued exclusively for the benefit of the applicant therefor, and may not be used or relied upon by any other person. This report may not be reproduced in any manner without the issuing party's prior written consent. The issuing party does not represent or warrant that the information herein is complete or free from error, and the information herein is provided without any warranties of any kind, as-is, and with all faults. As a material part of the consideration given in exchange for the issuance of this report, recipient agrees that the issuing party's sole liability for any loss or damage caused by an error or omission due to inaccurate information or negligence in preparing this report shall be limited to the fee charged for the report. Recipient accepts this report with this limitation and agrees that the issuing party would not have issued this report but for the limitation of liability described above. The issuing party makes no representation or warranty as to the legality or propriety of recipient's use of the information herein.

School information is copyrighted and provided by GreatSchools.org.

56-47

Tax Area Code
94-002

SEC. 21 T16S, R21E



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. 377)

BLOW - UP
 From 56-10
 7-12-90 LS
 2-10-93 LS 8-28-12 MF

Assessor's Map Bk. 56-Pg. 47
 County of Imperial, Calif.

PC ORIGINAL PKG

PARCEL MAP NO. M-891

LEGAL DESCRIPTION
 BEING A DIVISION OF THE NE 1/4 OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 21 EAST, 53rd M., COUNTY OF SHERBURN, MISSOURI, TO THE SURVIVOR, PART OF SURVIVOR'S MARGIS OF BEARINGS

MARGIS OF BEARINGS
 THE LAND, PART OF THE NE 1/4 OF SEC. 24, T. 14 N., R. 21 E., S. 34 N., AS SHOWN ON SAID PART BEING SEC. 24, 1900. (SEE MAP NO. 891)

SURVIVOR'S CERTIFICATE
 THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND I HEREBY CERTIFY THAT THE SURVEY AND THE BEARINGS AND DISTANCES SHOWN ON THIS MAP ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SAME COMPLY WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREON.

Thomas A. Venable
 T. A. VENABLE
 COUNTY SURVIVOR



COUNTY SURVIVOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE SURVIVOR'S CERTIFICATE OF THE SURVIVOR IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE SAME COMPLY WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREON.

Thomas A. Venable
 T. A. VENABLE
 COUNTY SURVIVOR

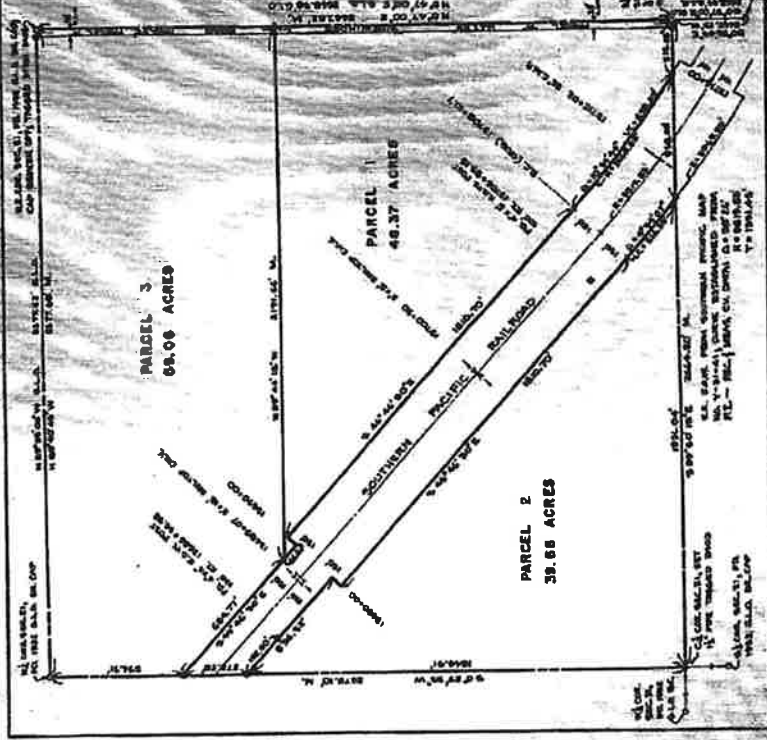
PLANNING DIRECTOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS MAP COMPLIES WITH THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREON.

Richard D. Smith
 RICHARD D. SMITH
 COUNTY SURVIVOR

COUNTY RECORDERS CERTIFICATE
 I HEREBY CERTIFY THAT THIS MAP HAS BEEN RECORDED IN MY OFFICE AND IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON 10/11/1971.

James W. Smith
 JAMES W. SMITH
 COUNTY RECORDERS

LEGEND
 1. BOUNDARY OF THIS MAP
 2. BOUNDARY OF THIS MAP AS SHOWN ON THE TENTATIVE MAP
 3. BOUNDARY OF THIS MAP AS SHOWN ON THE TENTATIVE MAP AS CORRECTED BY THIS MAP



1b RECORDING REQUESTED BY
and RETURN TO:
E.I. Corporation System
235 Montgomery Street
San Francisco, California 94104

47 JOHN V. KEMNERSON
COURT

'69 DEC 9 AM 11:10
BOOK 1286 PAGE 821

OFFICIAL
INTELLIGENCE
COURT

State of Delaware



Office of Secretary of State

J. Eugene Bunting, Secretary of State of the State of Delaware.

do hereby certify

that the Certificate of Agreement of Merger
of the "SOUTHERN PACIFIC COMPANY", merging with and into the
"SOUTHERN PACIFIC TRANSPORTATION COMPANY", under the name of
"SOUTHERN PACIFIC TRANSPORTATION COMPANY", was received and
filed in this office the twenty-sixth day of November, A.D.
1969, at 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.



J. Eugene Bunting

Secretary of State

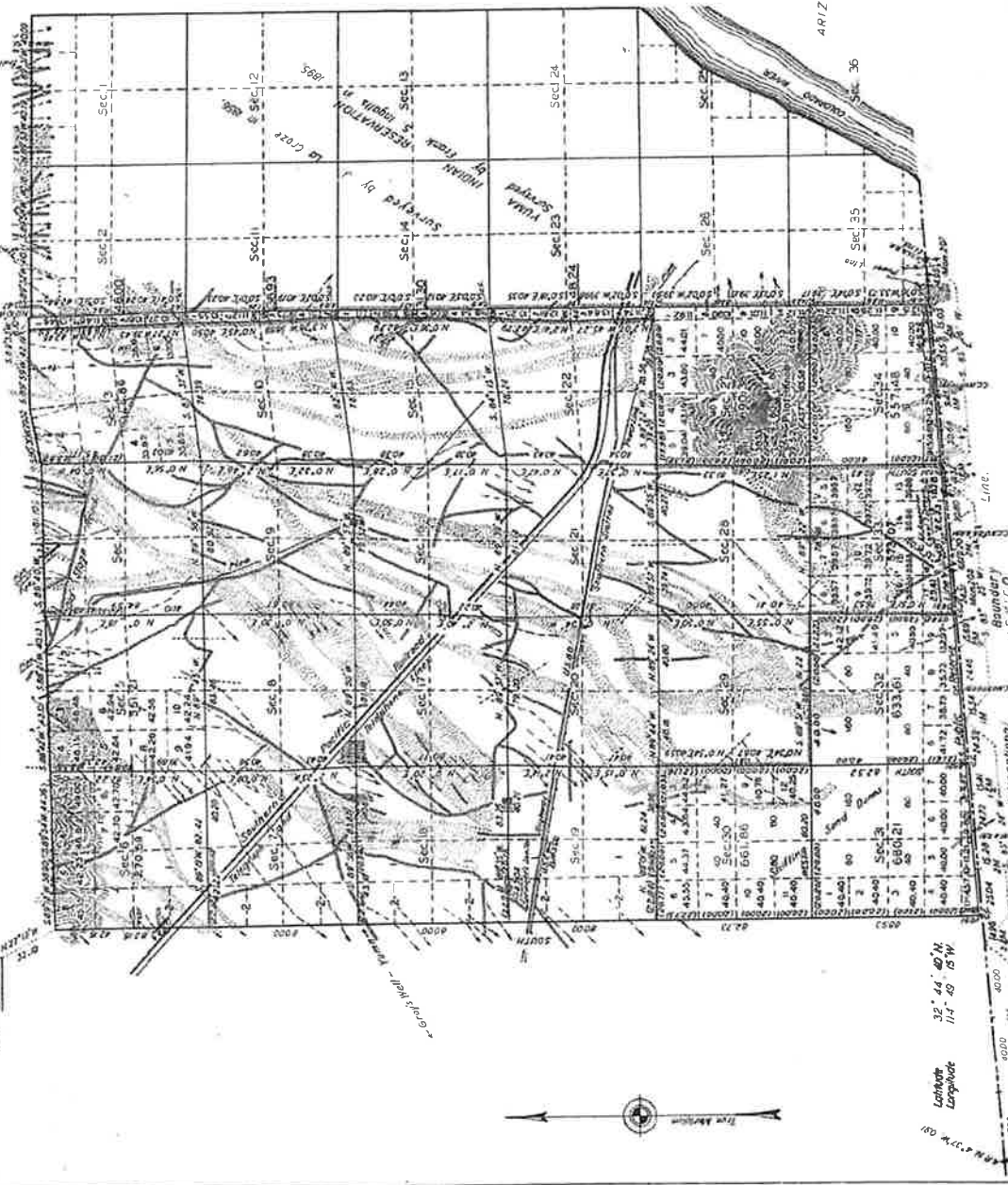
R. H. Caldwell

Acting Secretary of State

DUPLICATE

TOWNSHIP N° 16 SOUTH, RANGE N° 21 EAST, SAN BERNARDINO MERIDIAN, CALIFORNIA.
DEPENDENT AND INDEPENDENT RESURVEY 4ND SURVEY

Sec 36
T. 15 S. R. 20 E.



Area resurveyed 13955.57 Acres
surveyed 1714.57

LINES DESIGNATED BY WHOM SURVEYED	GROUP	DATE	RELEASE		WHEN SURVEYED	COMPLETED
			MIS.	GIS		
Extension	H	20-4	12	19 97	18 53	18 53
Subdivisional	J	La Craze	4	37 82		
Extension	J	John L. Warboys	4	37 82		
International Boundary			1	5-37		
Miscellaneous						

Office of U.S. Supervisor of Surveys
Denver, Colorado, November 7, 1934.
The above copy of the original plat, map, and plat of the San Bernardino Meridian, California, as shown on the plat, and the field notes of the survey thereon which have been examined and approved.

Wm. H. Johnson
U.S. Supervisor of Surveys

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Washington, D.C., April 10, 1934
The above copy of the original plat, map, and plat of the San Bernardino Meridian, California, as shown on the plat, and the field notes of the survey thereon which have been examined and approved.

D. C. Davis
Acting Assistant Commissioner

13955.57
DUPLICATE PLAT
The following conditions are the conditions of this plat:
1. It is to be used only for the purpose of showing the location of the original survey as shown upon the plat approved February 6, 1897, in their true original positions, and for the purpose of showing the location of the original survey as shown upon the plat approved February 6, 1897, in their true original positions, and for the purpose of showing the location of the original survey as shown upon the plat approved February 6, 1897, in their true original positions.

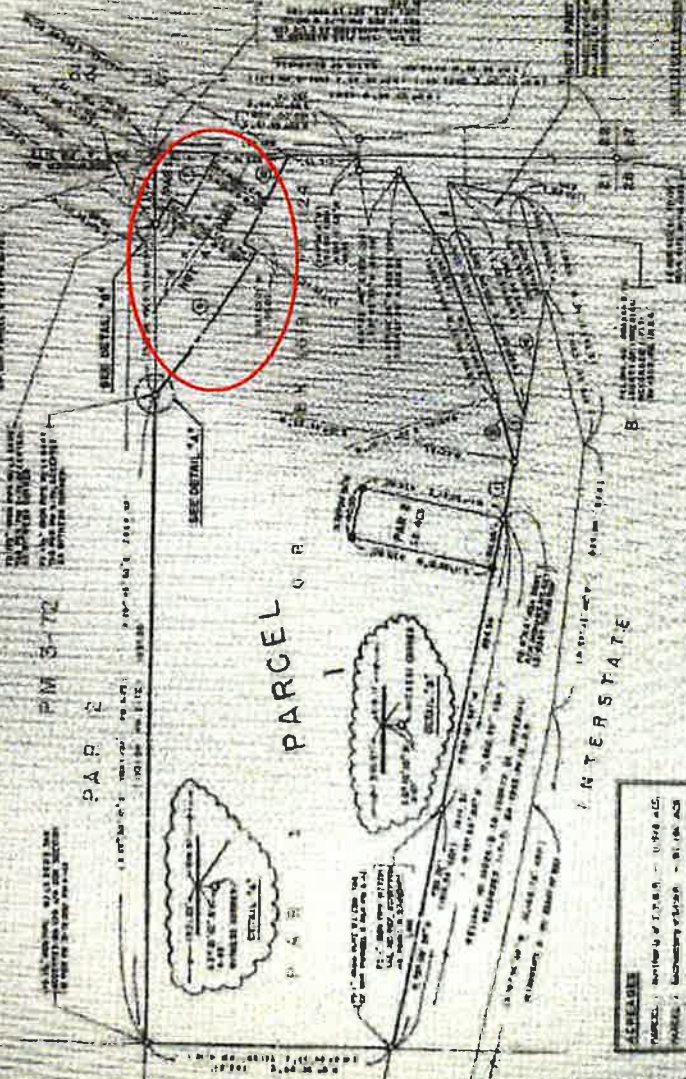
The plat of the survey of Secs. 1 to 36, T. 15 S., R. 20 E., San Bernardino Meridian, California, as shown on the plat approved February 6, 1897, in their true original positions, and for the purpose of showing the location of the original survey as shown upon the plat approved February 6, 1897, in their true original positions, and for the purpose of showing the location of the original survey as shown upon the plat approved February 6, 1897, in their true original positions.

PM 8-31

PARCEL MAP No. M 1196A

GENERAL INFORMATION:
This map is a subdivision of the lots of the ...
The lots are numbered as follows: ...
The area shown on this map is ...

PAR 5-12
PAR 5-72



Lot No.	Area (Acres)	Area (Sq. Ft.)	Area (Sq. Ft.)
1	0.12	10,450	10,450
2	0.12	10,450	10,450
3	0.12	10,450	10,450
4	0.12	10,450	10,450
5	0.12	10,450	10,450
6	0.12	10,450	10,450
7	0.12	10,450	10,450
8	0.12	10,450	10,450
9	0.12	10,450	10,450
10	0.12	10,450	10,450
11	0.12	10,450	10,450
12	0.12	10,450	10,450
13	0.12	10,450	10,450
14	0.12	10,450	10,450
15	0.12	10,450	10,450
16	0.12	10,450	10,450
17	0.12	10,450	10,450
18	0.12	10,450	10,450
19	0.12	10,450	10,450
20	0.12	10,450	10,450
21	0.12	10,450	10,450
22	0.12	10,450	10,450
23	0.12	10,450	10,450
24	0.12	10,450	10,450
25	0.12	10,450	10,450
26	0.12	10,450	10,450
27	0.12	10,450	10,450
28	0.12	10,450	10,450
29	0.12	10,450	10,450
30	0.12	10,450	10,450
31	0.12	10,450	10,450
32	0.12	10,450	10,450
33	0.12	10,450	10,450
34	0.12	10,450	10,450
35	0.12	10,450	10,450
36	0.12	10,450	10,450
37	0.12	10,450	10,450
38	0.12	10,450	10,450
39	0.12	10,450	10,450
40	0.12	10,450	10,450
41	0.12	10,450	10,450
42	0.12	10,450	10,450
43	0.12	10,450	10,450
44	0.12	10,450	10,450
45	0.12	10,450	10,450
46	0.12	10,450	10,450
47	0.12	10,450	10,450
48	0.12	10,450	10,450
49	0.12	10,450	10,450
50	0.12	10,450	10,450

ACRES
Parcel 1: 0.12
Parcel 2: 0.12
Parcel 3: 0.12
Parcel 4: 0.12
Parcel 5: 0.12
Parcel 6: 0.12
Parcel 7: 0.12
Parcel 8: 0.12
Parcel 9: 0.12
Parcel 10: 0.12
Parcel 11: 0.12
Parcel 12: 0.12
Parcel 13: 0.12
Parcel 14: 0.12
Parcel 15: 0.12
Parcel 16: 0.12
Parcel 17: 0.12
Parcel 18: 0.12
Parcel 19: 0.12
Parcel 20: 0.12
Parcel 21: 0.12
Parcel 22: 0.12
Parcel 23: 0.12
Parcel 24: 0.12
Parcel 25: 0.12
Parcel 26: 0.12
Parcel 27: 0.12
Parcel 28: 0.12
Parcel 29: 0.12
Parcel 30: 0.12
Parcel 31: 0.12
Parcel 32: 0.12
Parcel 33: 0.12
Parcel 34: 0.12
Parcel 35: 0.12
Parcel 36: 0.12
Parcel 37: 0.12
Parcel 38: 0.12
Parcel 39: 0.12
Parcel 40: 0.12
Parcel 41: 0.12
Parcel 42: 0.12
Parcel 43: 0.12
Parcel 44: 0.12
Parcel 45: 0.12
Parcel 46: 0.12
Parcel 47: 0.12
Parcel 48: 0.12
Parcel 49: 0.12
Parcel 50: 0.12



STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION
COUNTY ENGINEER
COUNTY OF ...
DATE: 8/21/1964

PLANNING ENGINEER'S STATEMENT
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS MAP WAS OBTAINED FROM THE RECORDS OF THE COUNTY ENGINEER'S OFFICE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PLANNING ENGINEER'S STATEMENT
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS MAP WAS OBTAINED FROM THE RECORDS OF THE COUNTY ENGINEER'S OFFICE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PLANNING ENGINEER'S STATEMENT
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS MAP WAS OBTAINED FROM THE RECORDS OF THE COUNTY ENGINEER'S OFFICE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PLANNING ENGINEER'S STATEMENT
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS MAP WAS OBTAINED FROM THE RECORDS OF THE COUNTY ENGINEER'S OFFICE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PLANNING ENGINEER'S STATEMENT
I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS MAP WAS OBTAINED FROM THE RECORDS OF THE COUNTY ENGINEER'S OFFICE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Narrative Overview

CitySwitch seeks approval for a Conditional Use Permit (“CUP”), a Height Variance (“Variance”) and any other permits or approvals necessary in order to install a communications facility on property located at APN# 041-200-008 Near East Keystone Road, Brawley, CA 92227. CitySwitch proposes to erect this tower and will be offering it as a shared facility to Union Pacific (with whom CitySwitch already has a commitment), AT&T Mobility, and any other communication carriers that have a need for a facility in this area. CitySwitch thus submits this Application (as that term is defined in Sections 92404.01 and and 92405.01 of the Imperial County Land Use Code (the “Code”)) seeking a CUP and Variance for the siting and construction of a new communication facility.

The proposed site is located in a A-2, General Agriculture zone. Pursuant to Sections 90519.02(d) of the Code, Communication Facilities are allowed in this district with CUP approval. The property consists of a railroad line in the desert, located at the southeast corner of the intersection of East Keystone and Highway 115.

The wireless communications facility that CitySwitch is proposing to install on the property for Union Pacific and AT&T is necessary to provide critical communications for the railroad line and uninterrupted AT&T wireless services to the residents and visitors of Brawley and the surrounding area, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless providers’ technology operates at various radio frequency bands allocated by the FCC as part of their license.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The proposed site at APN# 041-200-008 Near East Keystone Road, Brawley, CA 92227 is within the geographic area deemed necessary by radio frequency engineers for the anchor wireless telecommunications providers to provide uninterrupted services.

In accordance with Sections 92404.01 92405.01 of the Code, CitySwitch is submitting this Application to install a new Communications Facility. The proposed new communications facility will consist of a 200'-0" tall self-support lattice tower with a 10'-0" lightning rod for a total height of 210'-0" to be located within a 50'-0" x 50'-0" ground area.

After the initial construction, the facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via an easement with the proposed access entry point off East Keystone Road. The only utilities required to service the facility are power and fiber. The site is entirely self-monitored through a sophisticated alarm system which is connected to a main switch station. The system alerts personnel to any equipment malfunction or breach of security. Additionally, there is no impact on Imperial County's utilities such as water and sanitation, as they are not used at the site.

In accordance with FCC regulations, the mobile service facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed communications facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed communications facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, CitySwitch will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC, and the proposed facility will comply with the FCC's RF emission standards.. Any height, lighting or marking issues are also subject to the exclusive jurisdiction of the FAA, and the proposed facility will comply with the FAA's requirements for height, lighting, and marking.

LCC Telecom Services and Sherman & Howard, on behalf of CitySwitch, look forward to working with Imperial County to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure improved railroad communications and the best uninterrupted wireless services for Imperial County. This application addresses all applicable

standards of Sections 92404.01 and 92405.01 of the Code and satisfies the requirements of those sections.

56616415.4

PC ORIGINAL PKG

Compliance with Section 92404.01 – General Requirements for Communications Facilities

All new, altered and re-permitted communication facilities in unincorporated areas of Imperial County, with the exception of those exempted under Section 92401.03, shall meet the following general requirements, regardless of the zone in which they are located:

- A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

Telecommunications towers, along with related equipment are allowed with CUP approval in the A-2 General Agriculture zone pursuant to Section 9051902(d) of the ordinance.

- B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.

The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.

- C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.

If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.

- D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

Due to the diminutive size of the parcel and the tower's location in a vacant field, there will be little impact on the surrounding environment.

- E. Height. All communication facilities shall conform to the following height requirements:

1. All communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone unless a variance is approved concurrent with a CUP. (For example, if the number of co-locators that a particular facility is designed for is four and the required height is eighty (80) feet, then the allowed height of the facility would be one hundred ten (110) feet and if it is five co-locators, then it would be one hundred twenty (120) feet).

The proposed self-support lattice tower is designed to be 200'-0" with a 10' lightning rod for a total height of 210'-0". The proposed height is the minimum functional height for Union Pacific and AT&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans

2. All communication facilities constructed within three-quarters mile of a scenic corridor (as designated by the Imperial County General Plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.

According to the General Plan, the area is designated as Recreation/Open Space, there is no designation of a scenic corridor in the vicinity. Therefore, this section does not apply.

3. Outside of the three-quarter-mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty (120) feet. A bonus of twenty (20) additional feet per facility, up to a maximum height of three hundred (300) feet, is permissible for operators co-locating on a single facility.

The proposed tower height is 200'-0" and a height variance has been requested as part of this application.

4. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve (12) feet taller than the roof of the building on which it is mounted, unless facility is fully screened and height does not exceed height permitted by applicable zoning code.

The application is for a new communications tower facility and not a rooftop facility Therefore, this section does not apply.

5. If an operator wishes to apply for an exception to these height limitations, then the facility shall be subject to the provisions at Title 9 relating to conditional use permits and variances hearing processes.

The proposed tower height is 200'-0" and a height variance has been applied for as part of this application.

- F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.
 1. Ground- and tower-mounted antennas and all sound structures shall be located within areas where substantial screening by vegetation, landform and/or buildings can be achieved. Additional vegetation and/or other screening may be required as a condition of approval. Each structural screening shall be based on a recommendation from the planning department having addressed the visual impacts, which in some instance may, in fact, warrant no screening.

No screening is proposed with this application. The proposed tower site is within the railroad right-of-way in the desert with no residential structures in the area.

2. The projection of structure-mounted antennas from the face of the structure to which they are attached shall be minimized.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure Therefore, this section does not apply.

3. Roof-mounted antennas shall be set back from the edge of the roof a distance greater than or equal to the height of the antenna, except when the antennas are fully screened. For roofmounted antennas, a screening structure that is architecturally compatible with the building on which it is mounted may also be required as a condition of approval. Antenna panels mounted flush on the outside of the parapet wall of an existing building and painted to match the exterior of the building may be allowed.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure Therefore, this section does not apply.

- G. Radio Frequency Exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communications facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the county.

All spectrum used by both railroad users and wireless providers are solely regulated by the FCC which includes the power densities, therefore, no signals will exceed the current FCC adopted standards for human exposure.

- H. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

All cabling is proposed to run along the legs of the tower and will be in accordance with the NEC guidelines. In the event that any future cabling needs to be on the exterior of the tower, a cable tray painted to match the tower will be used.

- I. Painting and Lighting. All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone color. All towers shall be lit with approved lighting as required by the FAA and the Airport Land Use Commissions Standards.

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is above the 200' threshold requiring lighting per the FAA. Therefore, lighting will be required.

- J. Noise. All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred (100) feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty (50) L dn at the facility site's property lines.

The proposed wireless communications facility does not generate significant noise. The proposed facility will not initially have a back-up generator, therefore there will be no noise generated at the site. There are no residential zone parcels within one hundred (100) feet of the proposed facility. Therefore no noise attenuation measures will be necessary.

- K. Accessory Structures. Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

The proposed facility will be in compliance with all local, state and federal guidelines, therefore the zero setback will be applicable. Additionally, the equipment will be architecturally compatible with the rest of the communications facility and surrounding area.

- L. Roads and Parking. Communication facilities shall be served by the minimum roads and parking areas necessary and shall use existing roads and parking areas whenever possible.

A 12' wide gravel access road is proposed to run parallel to the train tracks in the Union Pacific right-of-way. The access road will connect to East Keystone Road.

- M. Provisions for Future Co-location. All commercial communication facilities shall be encouraged to promote future facility and site sharing. Technical evidence will be provided as to the infeasibility either technical and/or economic, of co-location or grouping prior to the issuance of a new use permit for a facility that would not be considered to be co-located or grouped under this ordinance.

There is an existing tower owned by SBA Structures, LLC which is located approximately 0.18 miles north of the proposed tower site. AT&T is currently co-located on that tower, however, the lease rate has sharply increased over the term of the agreement and has caused an economic burden which is shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC As shown on the drawings the proposed tower is designed to potentially add five additional future carriers.

- N. Removal Upon Discontinuation of Use. All equipment associated with a communication facility shall be removed within one hundred eighty (180) days of the discontinuation of the use and the site shall be restored to its original pre-construction condition. The operator's agreeing to such removal and allowing the county access across private property to effect such removal shall be a condition of approval of each permit issued. At its discretion, the county may require a financial guarantee acceptable to the county to ensure removal.

CitySwitch agrees to removal of the tower in the event it is no longer in use for more than 180 days as a condition of the Conditional Use approval.

- O. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

The proposed wireless communications facility is an accessory use on the property to the principal use of the railroad. As stated above, this will not preclude the installation of antennas on within the right-of-way.

- P. Lot Size. For purposes of determining whether the installation of a facility complies with county development regulations, including, but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

The proposed tower will be designed to collapse onto itself in the unlikely event of a failure. The surrounding area is desert, so even an unlikely failure will not have an impact.

- Q. Inventory of Existing Sites. Each applicant for a facility shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for facilities, that are either within the jurisdiction of Imperial County or within one mile of the border thereof, including specific information about the location, height and design of each facility. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this ordinance or other organizations seeking to locate facilities within the jurisdiction of Imperial County, provided, however that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

See attached Coverage Plots.

- R. Aesthetics. Towers and antennas shall meet the following requirements:

- a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

The proposed tower will maintain a galvanized steel finish so as to reduce visual obstructiveness.

- b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

The proposed support equipment will consist of galvanized metal equipment cabinets that are similar to gym lockers. The materials will match the tower and fit in with the natural surroundings.

- c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is

identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure, therefore this provision does not apply.

- S. Lighting. Towers shall not artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and community.

The proposed tower is going to be 200'-0" with a 10'-0" lightning rod for a total height of 210'-0" which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.

- T. State or Federal Requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

The proposed tower will meet and / or exceed all FAA, FCC and any other agencies of the State of California or federal government with authority to regulate towers and antennas. In the event of a change in regulations, CitySwitch and the providers co-located on the tower will make their equipment compliant.

- U. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the county concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

CitySwitch will be compliant with all Electronic Industries Association along with any local, state or federal guidelines relating to the construction and maintenance of the communications facility.

- V. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the county of Imperial according to the provisions of Title 9 for the respective base zone.

Noted, the setbacks are shown on the drawings and the separation distance has been calculated based on the coordinates of the existing tower and the coordinates for the SBA tower shown on the FCC ASR Search website.

- W. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.

CitySwitch, Union Pacific, and AT&T Mobility are private corporations and are not essential service providers.

- X. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in Imperial County have been obtained and shall file a copy of all required franchises with the planning director.

Any required certifications of franchise will be filed with Imperial County as required.

- Y. Public Notice. For purposes of this ordinance, any conditional use permit request, variance request, or appeal of an administratively approved CUP or special use permit shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed for a CUP or variance in the respective base zone, under Title 9, in addition to any notice otherwise required by the planning director.

CitySwitch will comply with any notice obligations for the CUP process, to the extent the public notice is not required by Imperial County.

- Z. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

The only signage displayed on the communications facility site will be that which is required by federal regulations, specifically those signs needed for health and safety reasons.

- AA. Buildings and Support Equipment. Buildings and support equipment associated with antennas or towers shall comply with requirements of Title 9.

All support equipment used in the communications facility will comply with the requirements of Title 9.

BB. Multiple Antenna/Tower Plan. Imperial County encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

CitySwitch is submitting three (3) total applications for sites within Imperial County.

Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

All communication facilities not specifically exempted from these regulations are subject to one of the two permit processes described below. Both processes include a conditional use permit and may have a concurrent variance. Applications for all permits required pursuant to this division shall be made in writing on a form prescribed by the planning director, and shall be accompanied by plans and data to assure the fullest practical presentation of facts for the permanent record. Such application shall be accompanied by a fee or fees as may be set by the board of supervisors. No part of such fee shall be refundable.

- A. Conditional Use Permit before the planning director. Certain communication facilities may be conditionally approved by the planning director, as described in this subsection.
1. Qualifying Facilities. The following types of communication facilities qualify for a use permit before the planning director:
 - a. Receive-only radio and television antennas and satellite dishes or antennas that do not qualify for exemption under Section 92401.3, including multiple antennas or dishes on a single parcel.
 - b. Amateur radio facilities that do not qualify for exemption under Section 92401.3. When required, a conditional use permit before the planning director shall be granted to amateur radio operators with no fee.
 - c. Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 92401.04 and hold an executed license or lease agreement.
 - d. Co-located communication facilities, regardless of zone, provided they comply with the general requirements in Section 92401.04.

The proposed wireless communications is located within the Union Pacific right-of-way and does not qualify for a CUP before the Planning Director.

2. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as, the following additional findings:
 - a. The facility complies with all applicable Section 92401.04.

The application includes all items required in Section 92401.04 and complies with all requirements in said section.

- a. Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.
- b. Locating antennas or existing structures or towers consistent with the terms of subsections (1) and (2) below.
 - (1) Antennas on existing structures. Any antenna, which is not attached to a tower, may be approved by the planning director as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units, provided:
 - (a) The antenna does not extend more than thirty (30) feet above the highest point of the structure;
 - (b) The antenna complies with all applicable FCC and FAA regulations;
 - (c) The antenna complies with all applicable building codes.
 - (2) Antennas on existing towers. An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
 - (a) A tower which is modified or reconstructed to accommodate to collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
 - (b) Height.
 - (i) An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height, to accommodate the collocation of an additional antenna.
 - (ii) The height change referred to in subsection (b)(i) may only occur one time per communication tower.
 - (iii) The additional height referred to in subsection (c)(i) shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separation.
 - (c) On-site location.
 - (i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty (50) feet of its existing location.
 - (ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
 - (iii) A relocation onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to the base zone.
 - (iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands shall only be permitted when approved by the planning director.

- c. New towers in nonresidential zones. Locating any new tower in a nonresidential zone other than industrial or heavy commercial, provided a licensed professional engineer certifies that the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals set forth in [Section] 92401.00 and the requirements of Section 92401.04; the tower meets all setback and separation requirements of the base zone; and the tower meets the following height and usage criteria:
 - (1) For a single user, up to ninety (90) feet in height;
 - (2) For two users, up to one hundred twenty (120) feet in height; and
 - (3) For three or more users, up to one hundred twenty (120) feet in height; and
 - (4) For four or more users up to one hundred eighty (180) feet in height.
- d. Locating any alternative tower structure in a zone other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in Section 92401.00 of this ordinance.
- e. Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

The proposed wireless telecommunications facility requires a CUP and a Variance for height. Therefore, this site does not meet the criteria for an Administratively Approved site.

- B. Conditional Use Permit before the planning commission. All other communication facilities or any facility requiring an exception to these regulations shall require a conditional use permit with a public hearing before the planning commission.
 - 1. Qualifying Facilities. A conditional use permit is required for any communication facility that is not exempt under these regulations and that does not qualify for a conditional use permit before the planning director.

The proposed 200'-0" self-support lattice tower is not exempt under Section 92401. Therefore, a Conditional Use Permit and Variance for height are required.

- 2. Required Findings. In order for the planning commission to approve a proposed communication facility under a conditional use permit, the commission shall make the findings required for a conditional use permit, as well as the following additional findings:
 - a. No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility. This finding shall be based on the results of an alternatives analysis, as described in Section 92401.06, below.

AT&T Mobility is currently located on the existing SBA tower which is approximately 0.18 miles south of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

- b. Facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio frequency exposure emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to include a RF Environmental Evaluation Report as spelled out in Section 92401.08.

- c. The facility blends in with its existing environment and will not have significant visual impacts.

As stated above, the proposed facility is located in a vacant field. The proposed facility will not have a significant visual impact on the surrounding area.

- 4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.

- 5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is in a vacant field with no residential use in the area and will be designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.

6. **Professional Engineer.** Any information of an engineering nature that the applicant submits, whether civil, mechanical or electrical, shall be certified by a licensed professional engineer.

All required information relating to the engineering of this site will be certified a California licensed professional engineer, including all civil, mechanical or electrical documents.

Conditional Use Permit Standards

90203.09 Action on a conditional use permit.

An application for a conditional use permit shall be reviewed, and approved, conditionally approved, or denied by the decision-making authority.

The authority may approve or conditionally approve an application only if it finds all of the following:

- A. The proposed use is consistent with the goals and policies of the adopted county general plan;

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

- B. The proposed use is consistent with the purpose of the zone or sub-zone within which the use will be located;

The proposed communications facility is consistent with the with the purpose of the zone within which it will be located. Per Section 90519.00, the “primary intent” of the A-2 zone is “to preserve the cultural, biological, and open space areas that are rich and natural as well as cultural resources. The A-2 zone is dominated by native desert habitat and stark topographic features. While certain uses are allowed within the A-2 zone, such uses must be compatible with the intent of the open space and conservation element of the general plan.”

In this case, a communications facility is an allowable use in the zone with conditional use approval. The site is located at the southwest corner of East Keystone and Highway 115 and will serve to ensure a robust wireless network for AT&T and Union Pacific in this area.

- C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;

Communications towers are an articulated conditional use in the A-2 (General Agriculture) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.

- D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;

The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.

- E. The proposed use will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity;

Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public

or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Wireless telephones provide an alternate communication system which has repeatedly proven its effectiveness in emergency situations and is commonly being used by police and fire departments to protect the general public's health, safety, and welfare. All wireless telecommunications facilities are governed by FCC and FAA regulations. As such, all spectrum used to provide a wireless signal are allocated by the FCC which has deemed the signals will not cause any health-related affects.

- F. The proposed use does not violate any other law or ordinance;

The application on behalf of CitySwitch, Union Pacific and AT&T conforms to the applicable regulations of the A-2 zone and the facility is allowable as a conditional use in that zone. The proposed wireless telecommunications facility is also designed to conform to all federal, state and local regulations.

- G. The proposed use is not granting a special privilege.

No special privilege will be granted to CitySwitch, Union Pacific or AT&T by granting the Conditional Use Permit. AT&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.18 miles south of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.

Variance Standards

The planning director, the planning commission and/or the board of supervisors, shall approve, approve subject to conditions or disapprove a variance with the following findings:

A. Findings. Approval or conditional approval may be granted only if the director/commission/board of supervisors first determines that the variance satisfies the criteria set forth in Government Code Section 65906, and the following findings can be made:

1. That there are special circumstances applicable to the property described in the variance application, that do not apply generally to the property or class of use in the same zone or vicinity;

The proposed location has special circumstances that are not applicable to other properties in the area. The proposed location is in a vacant field and will host communication equipment for railroad use and will also service wireless providers. The property is also located within the desert, there are no residential properties in the area that would be affected.

2. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity in which the property is located;

The proposed variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity. The area is a mostly undeveloped area in the desert located as the southwest corner of the intersection of East Keystone and Highway 115. The location is far removed from any residential uses.

3. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications;

There are special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications. The proposed location is a vacant field and will host communication equipment that will service wireless providers along with the railroad's needs. The height required for the proposed tower is necessary to allow for the Union Pacific Railroad and AT&T to utilize the tower to provide the necessary signal.

4. That the granting of such variance will not adversely affect the comprehensive general plan.

The granting of such variance will not adversely affect the comprehensive general plan. As previously stated:

Legislative Mandate

For the reasons stated above, the California legislature has established the General Plan as the comprehensive statement of public policy by which to evaluate all decisions regarding the development of land, the extension of public infrastructure, and the conservation and wise use of natural resources.

Although wireless telecommunications is not technically the extension of public infrastructure, it does serve the general public as a service that is essential to the fabric of Imperial County. Wireless technology has become as important to society as all other forms of public infrastructure such as roads, water, electricity and others.

County Population

The West Shores communities of Salton City, Salton Sea Beach, and Desert Shores are also largely retirement and recreation communities, though increasingly their populations are becoming more diversified. These communities experience a noticeable increase in population during the winter months when visitors converge to the area to avoid cold, wet winters in other parts of the United States and Canada.

The comprehensive plan acknowledges the influx of "snow-birds" in the winter months causing a noticeable increase in the population. A robust wireless infrastructure is essential to the common good of the population of Imperial County because with the seasonal change in population, a strong wireless network is critical.

Public Safety

Additional public safety is provided by the County Fire Department/Office of Emergency Services in cooperation with the incorporated cities and volunteer units in the unincorporated communities. The County Fire Department's main facility is located at the County Airport in Imperial.

Companies like CitySwitch have worked with local emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT&T co-locating on the tower, 5G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.

B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.

C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

Alternatives Analysis

For a facility requiring a conditional use permit before the planning commission, an alternatives analysis shall be prepared by or on behalf of the operator, as described below.

- A. Alternatives to be Considered. The alternatives analysis shall consider alternative locations and designs for the proposed facility, including those which would not require a conditional use permit. At a minimum, alternatives included in the analysis shall include: (1) co-location at all existing communication facilities whether in the unincorporated area of the county, a city or an adjacent county; (2) lower, more closely spaced communication facilities; and (3) mounting on any existing nonresidential structure within one-half mile of the proposed facility in the unincorporated area of Imperial County. The alternatives analyzed shall be approved by the planning director. For facilities to be located near an incorporated city, the analysis shall also explain why siting within the city is not possible.

Union Pacific and AT&T have considered co-location on existing facilities and deemed that no other tower in the area is appropriate for the following reasons.

(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.

(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.

(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.

- B. Findings. The alternatives analysis shall show whether or not the proposed siting and design would have the least possible environmental and visual effect on the community and whether any alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility.

The proposed location for the CitySwitch communications facility is in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south of the proposed facility, Imperial County has already deemed that a communications facility would be visually acceptable in this area. Additionally, CitySwitch has chosen to use a self-support lattice design for the tower which is the least obtrusive design for a 200' tower in this area.

- C. Review. The planning director may, at his or her discretion, employ on behalf of the county an independent technical expert to review this alternative analysis. The operator shall bear the reasonable costs of this review.

Based on the information submitted in the Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC, included as part of this application, CitySwitch believes a third party is not necessary, however, if deemed necessary by the planning director, CitySwitch will bear the reasonable costs for this review.

**Sworn Statement of Spencer Gambrell in
Support of New Tower Construction from
AT&T Mobility Services LLC**

56616415.4

PC 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)
) ss.
STATE OF ARKANSAS)

SPENCER GAMBRELL , being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Arkansas and serve as Director-Network Planning for AT&T Wireless (“AT&T”).

2. I manage AT&T’s high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T’s communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.

3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC** (“CitySwitch”) at **Near East Keystone Road, Brawley, California 92227, APN 041-200-008** (the “CitySwitch Tower”). I am also familiar with the existing communications tower (the “SBA Tower”) **owned by SBA Towers II, LLC (“SBA”)** which is located at 3574 Highway 115, Brawley, California 92227. Both the existing **SBA** Tower and the location of the proposed **CitySwitch** Tower are located in AT&T’s coverage search ring for this part of **Imperial County**.

4. AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the “Wireless Facilities”). AT&T has located its Wireless Facilities on the **SBA** Tower since **[6/27/2013]** but AT&T now desires to relocate its Wireless

**Brawley
EA #1537966**

Facilities onto the **CitySwitch** Tower as the **SBA** Tower has become a high-cost antenna site structure for AT&T.

5. This sworn statement is made to attest that having its Wireless Facilities remain on the **SBA** Tower, which is the only existing communications support structure in AT&T's search ring, is economically burdensome for AT&T and would not result in the same cost-effective operation as compared to what AT&T could achieve if it relocated its Wireless Facilities to the **CitySwitch** Tower and, thus, would materially inhibit AT&T from improving and maintaining wireless services.

Co-Location on the SBA Tower is Economically Burdensome.

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** Tower. AT&T anticipates future rent increases and costs from **SBA** if it remains co-located at the **SBA** Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the **SBA** Tower.

7. The current rent charged by **SBA** to co-locate on the **SBA** Tower is over **[Two]** times what **CitySwitch** will charge AT&T to co-locate on the **CitySwitch** Tower. Pursuant to the agreement between AT&T and **CitySwitch**, annual rent increases are less than the annual rent increases charged by **SBA**. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the **SBA** Tower versus relocating on the **CitySwitch** Tower is well over **[Three]** million dollars.

8. Since AT&T located on the **SBA** Tower in **[6/27/2013]**, rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since **[6/27/2013]**, which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from **SBA**. Unlike other tower companies, **SBA** has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

9. Decommissioning an existing Wireless Facility in favor of moving to an alternate tower location is something AT&T will only do in limited circumstances. AT&T will bear a significant capital cost in decommissioning its Wireless Facilities installation on the SBA Tower and relocating to the CitySwitch Tower. Despite these relocation costs, the CitySwitch Tower remains a better co-location option for AT&T.

10. AT&T has made this determination because the current rents and other charges to co-locate on the SBA Tower have been categorized as high-cost as compared to other existing sites in AT&T's portfolio and the rents charged by other tower companies, such as CitySwitch.

11. AT&T has entered into nationwide development and master lease agreements with CitySwitch, which I am familiar with. Under these agreements, CitySwitch will construct, at its own expense, its own communications towers upon which AT&T will lease space to install its Wireless Facilities. AT&T does not bear any costs for the construction of a tower owned by CitySwitch.

12. Per these agreements and as is the case with the CitySwitch Tower, AT&T pays CitySwitch rent in return for 30,000 square inches of wind load surface area of loading and defined space on each tower and does not pay increased rent for additions to its Wireless Facilities provided said facilities remain within the predetermined space and loading limits. The agreed upon tower space and loading limits have taken into consideration the future additions and upgrades projected for AT&T's Wireless Facilities.

13. There are no other structures (other than the SBA Tower) located in AT&T's search ring capable of accommodating its Wireless Facilities.

14. The economic terms imposed upon AT&T by SBA to remain co-located on the SBA Tower are not cost-effective and are economically burdensome for AT&T especially when the nearby CitySwitch Tower presents a more competitive and flexible co-location option.

The CitySwitch Tower Provides Superior Mobile Service Functionality.

15. Technological changes and market trends in the wireless communications industry require AT&T to continuously upgrade its Wireless Facilities. AT&T is also obligated to build out FirstNet, which is our country's first nationwide integrated data network for providers of emergency services.

AT&T's lease agreement for the SBA Tower does not include "set aside" capacity reserved for the future needs of AT&T's Wireless Facilities. Every time AT&T desires to improve the Wireless Facilities installed on the SBA Tower, it must apply to SBA which then triggers an application fee and a lengthy administrative review process, which typically includes a structural analysis of the tower and an amendment to the existing lease agreement. This administrative process may take several months and results in unnecessary time delay and additional costs in the deployment of the upgraded Wireless Facilities.

16. Conversely, AT&T's master tower lease agreement with CitySwitch allows AT&T to rent 30,000 square inches of tower space and loading on a CitySwitch Tower. This space and loading capacity is reserved exclusively for AT&T and will accommodate the needs for AT&T's Wireless Facilities well into the future. This arrangement benefits AT&T because it increases the speed of deploying Wireless Facilities and gives AT&T greater flexibility to upgrade technologies and respond to the ever-changing coverage and capacity demands of its wireless network and does not materially inhibit AT&T from improving and maintaining its wireless services. Provided it does not exceed the reserved space and capacity limits in the co-location agreement, AT&T is free to upgrade its Wireless Facilities on the CitySwitch Tower with little to no delay.

Spencer Gambrell



Subscribed and sworn to before me
this 28 day of February, 2023.



Notary Public State of Arkansas
My Commission Expires



Private
2023/02/28

Carrier Coverage Plots

56616415.4

PC ORIGINAL PKG

CAL03747

PC ORIGINAL PKG

Coverage Plots

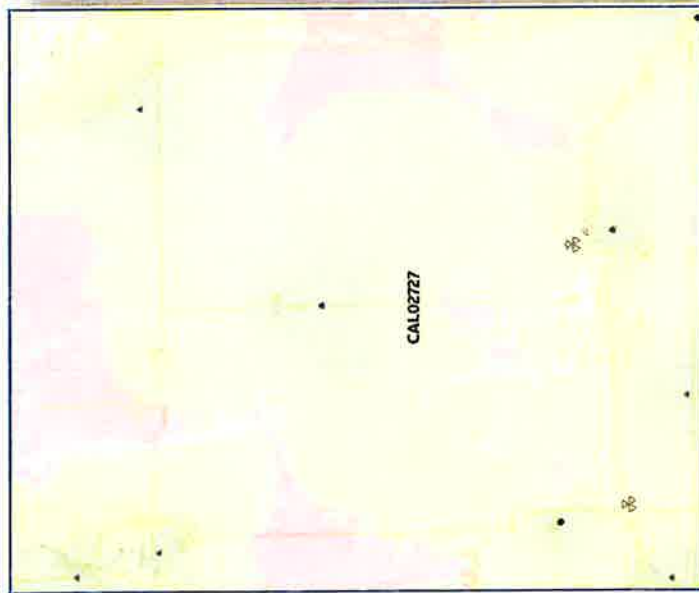
© 2018 AT&T Intellectual Property. AT&T, Globe logo, and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.



CAL03747



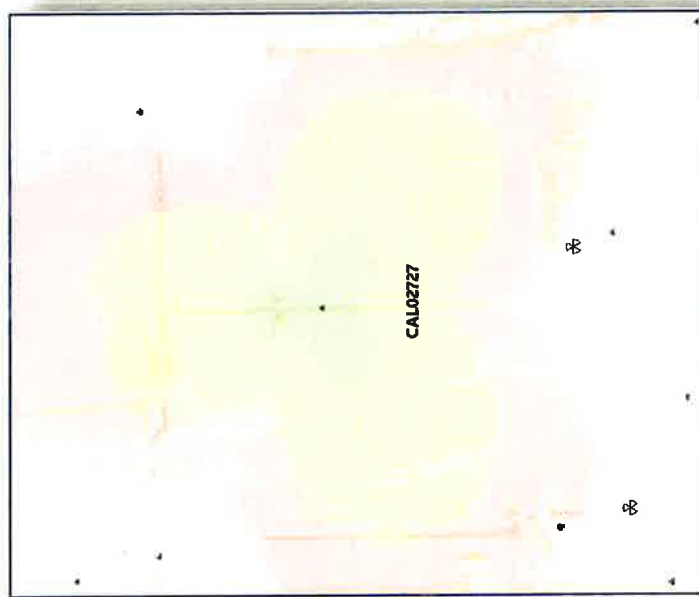
Existing coverage with existing site location



Coverage without site



Existing location coverage only



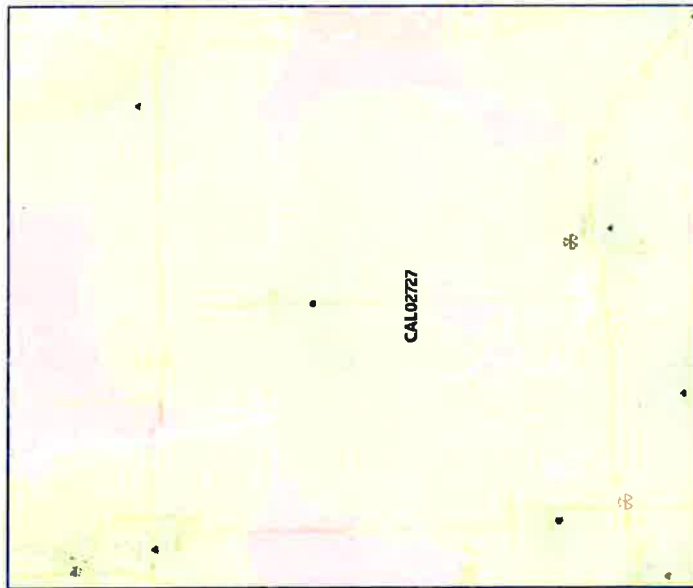
PC ORIGINAL PKG



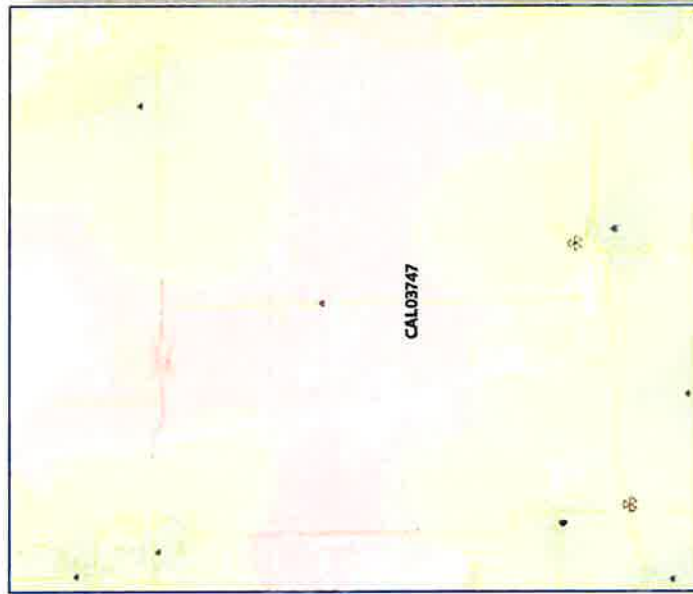
CAL03747



Existing coverage with new location



Coverage without site



New location coverage only



FAA Determination Letter

56616415.4

PC ORIGINAL PKG



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2022-AWP-12869-OE

Issued Date: 08/29/2022

Leslie Lindeman
Palm-Tech Consulting, LLC
11365 Little Bear Way
Boca Raton, FL 33428

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Brawley
Location:	Brawley, CA
Latitude:	32-54-58.38N NAD 83
Longitude:	115-24-21.22W
Heights:	-85 feet site elevation (SE) 200 feet above ground level (AGL) 115 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 02/29/2024 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12869-OE.

Signature Control No: 539125699-551428762

(DNE)

Vivian Vilaro
Specialist

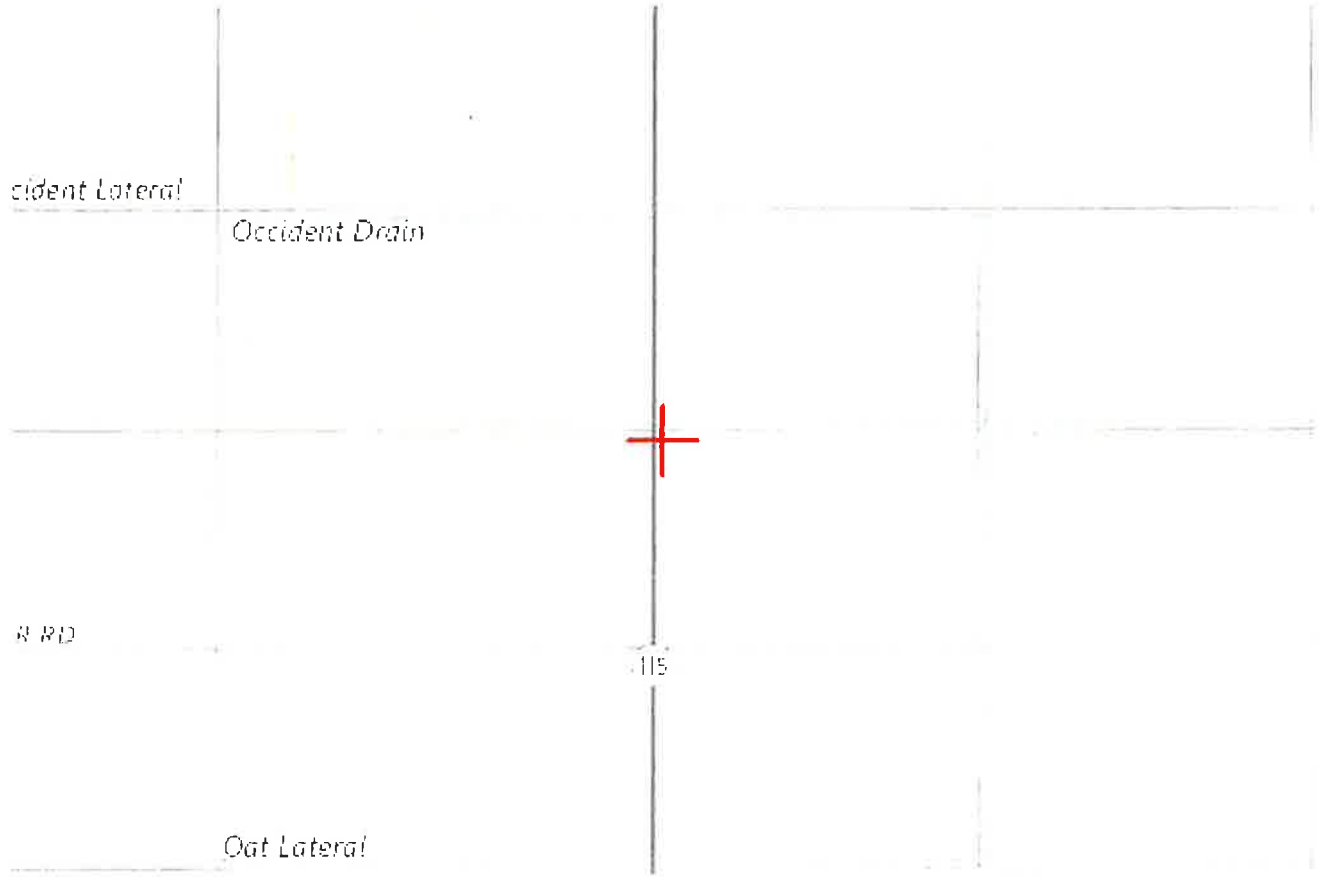
Attachment(s)
Frequency Data
Map(s)

cc: FCC

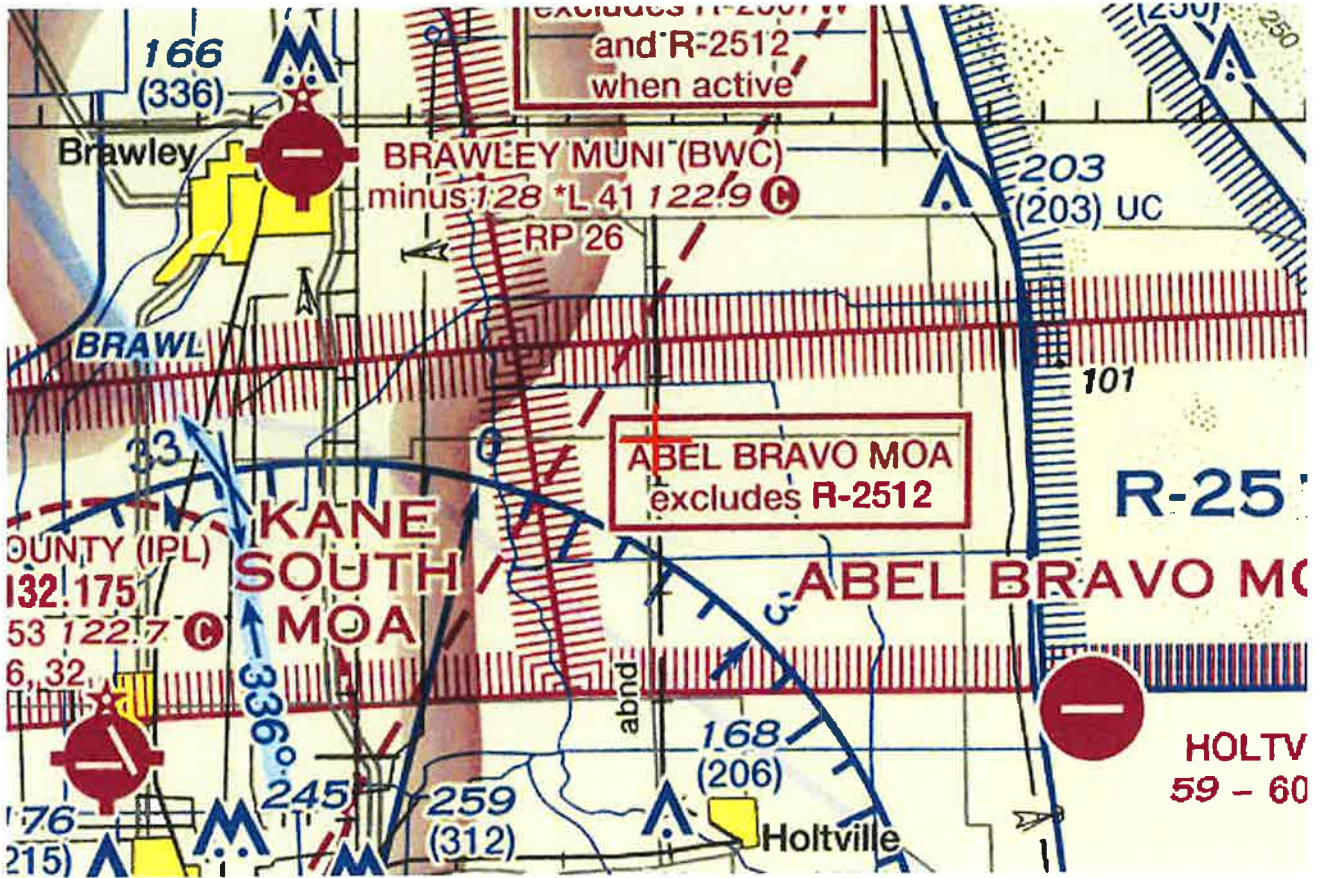
Frequency Data for ASN 2022-AWP-12869-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W

TOPO Map for ASN 2022-AWP-12869-OE



Sectional Map for ASN 2022-AWP-12869-OE



Fall Zone Certification

56616415.4

PC ORIGINAL PKG

March 3, 2023

Mr. Tim Cook
CitySwitch, LLC
1900 Century Place NE, Suite 320
Atlanta, GA 30345

RE: Proposed 200' Sabre Self-Supporting Tower for Brawley, CA

Dear Mr. Cook,

Upon receipt of order, we propose to design a tower for the above referenced project for a Basic Wind Speed of 98 mph, Risk Category II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Structures". The tower will also meet the requirements of the 2022 California Building Code.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries.* In the unlikely event of total separation, this would result in a fall radius less than or equal to 30 feet.

Sincerely,

Keith J. Tindall, P.E.
Vice President, Telecom Engineering

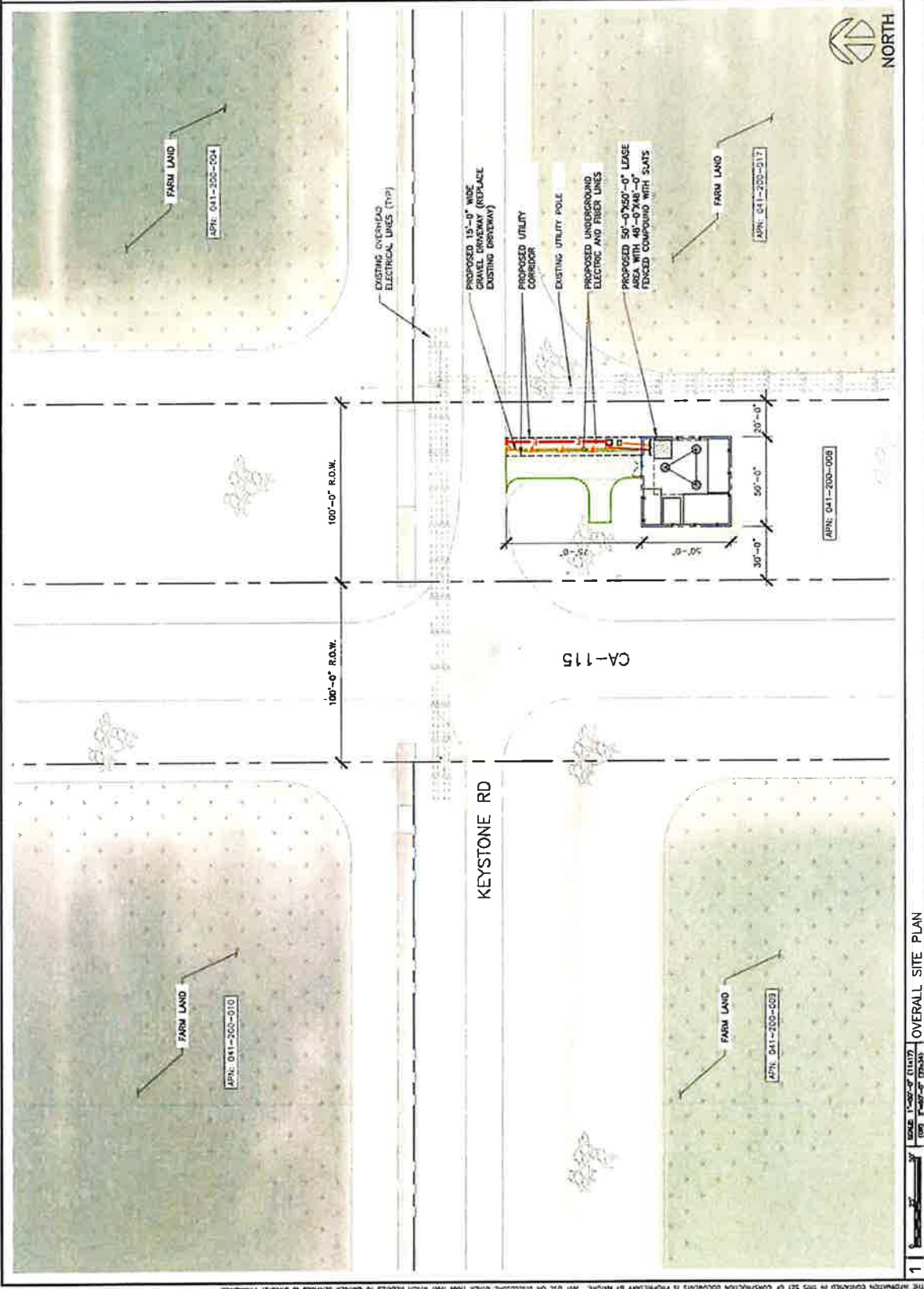


Site Plan

56616415.4

PC ORIGINAL PKG

					ZONING DRAWINGS NOT FOR CONSTRUCTION	DRAWN BY: MR CHECKED BY: RSM	REVISIONS: A 02/16/22 ZONING DRAWINGS B 03/28/22 ZONING DRAWINGS C 10/25/22 ZONING DRAWINGS	1. THESE PLANS, AND THESE PLANS, WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.	SITE NAME: SITE NUMBER: SITE ADDRESS: NEAR EAST KEYSTONE RD BRAWLEY, CA 92227 IMPERIAL COUNTY	SHEET TITLE: OVERALL SITE PLAN	SHEET NUMBER: C-1
--	--	--	--	--	-------------------------------------------------------	---------------------------------	------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	---------------------------------------------	-----------------------------



THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO THE ENGINEER. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELIES TO THE ENGINEER'S SERVICES IS STRICTLY PROHIBITED.

PC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: MN
CHECKED BY: RSM

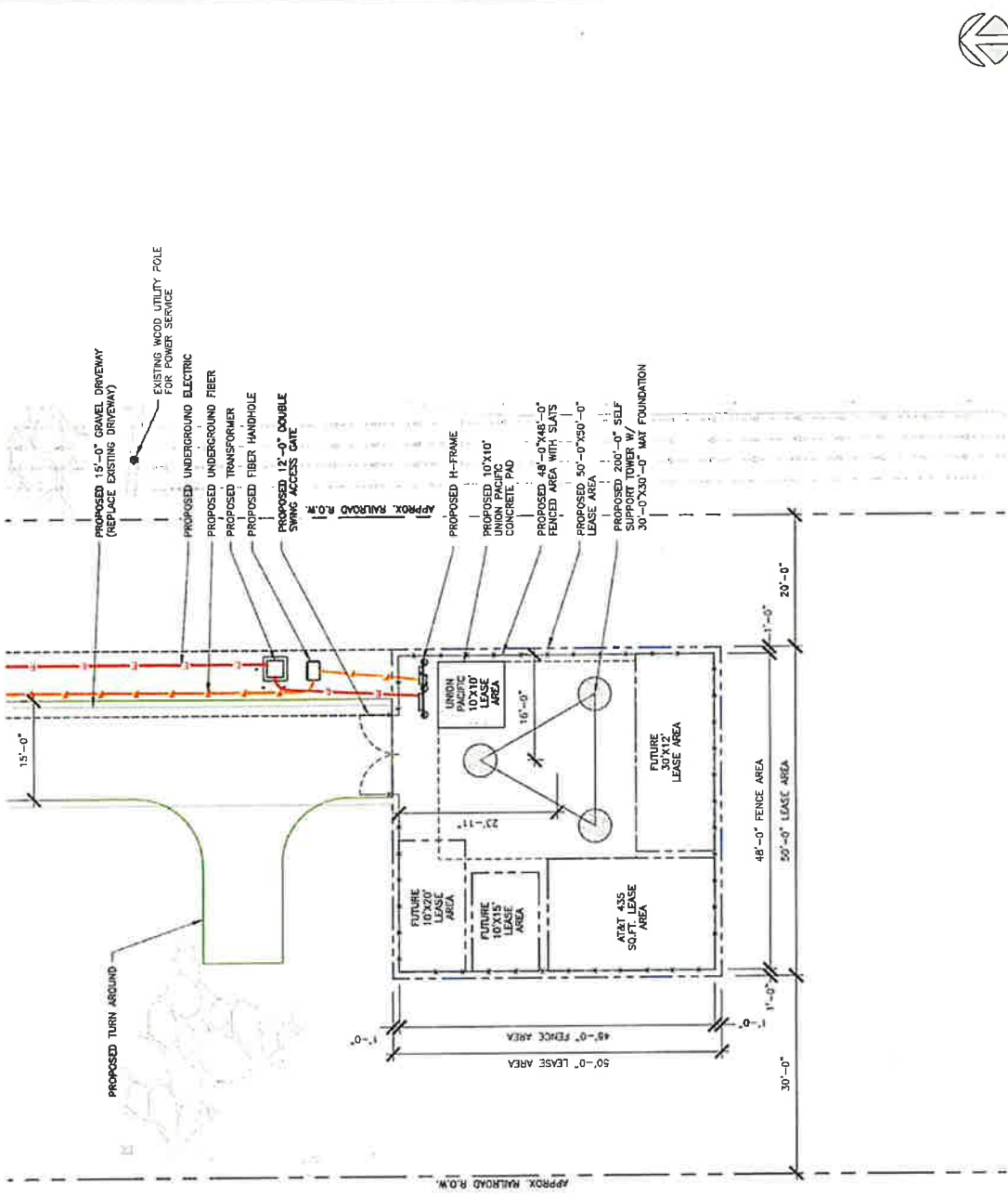
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

* I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
ENLARGED
SITE PLAN

SHEET NUMBER
C-2



SCALE: 1/8"=1'-0" (11x17)
1/8"=1'-0" (24x36)

ENLARGED SITE PLAN

PC ORIGINAL PKG



ZONING DRAWINGS
NOT FOR CONSTRUCTION

DRAWN BY: _____
CHECKED BY: _____
DATE: _____

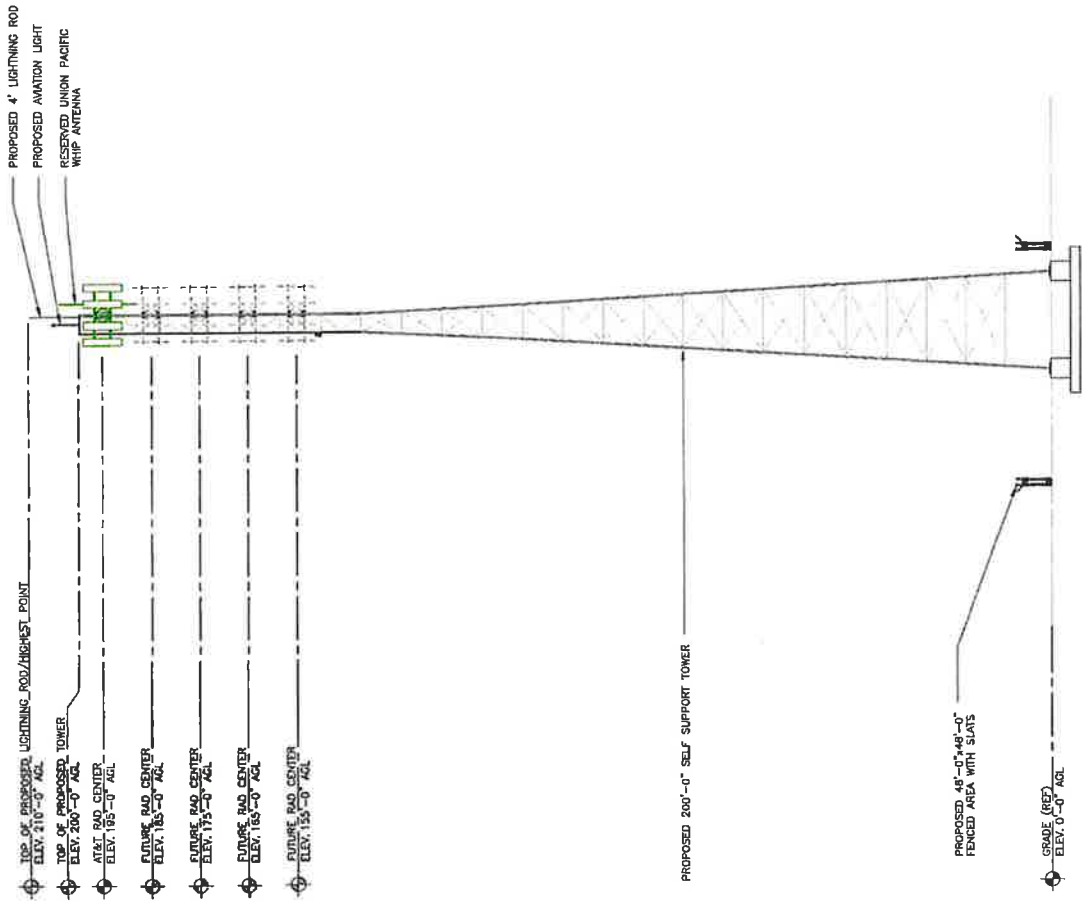
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA.

SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
A-1



- TOP OF PROPOSED LIGHTNING ROD/HIGHEST POINT
ELEV. 210'-0" AGL
- TOP OF PROPOSED TOWER
ELEV. 204'-0" AGL
- AT&T RAD CENTER
ELEV. 185'-0" AGL
- FUTURE RAD CENTER
ELEV. 185'-0" AGL
- FUTURE RAD CENTER
ELEV. 175'-0" AGL
- FUTURE RAD CENTER
ELEV. 165'-0" AGL
- FUTURE RAD CENTER
ELEV. 155'-0" AGL

PROPOSED 200'-0" SELF SUPPORT TOWER

PROPOSED 48'-0" x 48'-0" FENCED AREA WITH SLATS

GRADE (REF)
ELEV. 0'-0" AGL

1 SCALE - N.T.S. TOWER ELEVATION

IF INFORMATION CONTAINS IN THIS SET OF CONSTRUCTION DOCUMENTS IS INCONCLUSIVE OR INCOMPLETE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

Lease

56616415.4

PC ORIGINAL PKG

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

TOWER CONSTRUCTION AGREEMENT

This Agreement, made the 12 day of April, 2022 (the "Effective Date"), between Union Pacific Railroad Company, a Delaware corporation, having an office at 1400 Douglas Street, Omaha, Nebraska 68179, hereinafter referred to as "Licensor", and CitySwitch - II-A, LLC, a Georgia company, having an office at 1900 Century Place, Suite 320, Atlanta, Georgia 30345 hereinafter referred to as "Licensee".

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately eighty-five feet (85.00'), by thirty feet (30.00'), containing a total of 2,550 square feet, combined with an approximate ten feet (10') by seventy-five foot, (75') access and utility corridor containing 750 square feet on the parcel of land on Licensor's railroad right-of-way and located in Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

Licensor agrees to allow construction of a One Hundred Ninety-Five (195') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

THEREFORE, in consideration of the mutual covenants herein contained, Licensor and Licensee agree as follows:

1. GRANT:

Licensor grants to Licensee the right to construct the Tower and Facilities together with non-exclusive rights of access for: (a) ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle (including trucks), and (b) the installation and maintenance of utility wires, poles, cables (including fiber optic cable), conduits, and pipes over, under, or along the Licensor's property, the location of said rights of access being limited to the locations shown on Exhibit "A" attached hereto. Licensee shall have the right to use the Premises for the location of the Tower and Facilities. Licensee shall be responsible for all costs and activities associated with the construction of the aforementioned Tower and Facilities. Equipment owned by and installed, operated and maintained by Licensee will be installed at the Premises. The Licensee's use of the Premises shall be subject to the terms and conditions of this Agreement, specifically including but not limited to, the General Terms and Conditions, attached hereto as Exhibit "B" and made a part hereof.

2. TOWER FACILITIES:

Licensor grants to Licensee the right to construct the Tower on the Premises for the installation of its communications antennas. The Tower and Facilities will be located within the area further defined on Exhibit "A" of this Agreement.

3. EQUIPMENT FACILITIES:

Licensor grants to Licensee the right to locate on the Premises, in an area close to the base of the Tower, one (1) concrete slab measuring sixteen (16') feet by twenty-two (22') feet] that will be used to mount the Tower and Facilities installed on the Premises by Licensee. The Facilities will be located within the area further defined on Exhibit "A" of this Agreement. Licensee may install, as part of the Facilities on the Premises all other related equipment, cables, accessories and improvements and any other items necessary to the successful and secure use of the Premises, subject to the other terms and conditions in this Agreement.

4. PLANS:

Licensee shall submit detailed site plans and technical specifications for the construction of the Tower and Facilities at the Premises to Licensor for Licensor's approval prior to the commencement of construction thereof. Licensor shall not unreasonably withhold, condition or delay such approval. The approved site plans shall be made a part of this Agreement and be attached to the Agreement as Exhibit "A". In the event any modifications to the Tower or Facilities, or any other improvements or installations on the Premises, are desired by Licensee or any approved sublicensees of Licensee, then the plans and technical specifications for such modifications, improvements or installations shall also be subject to Licensor's approval prior to commencement of construction thereof.

5. PERMIT:

Licensee shall have the obligation to apply to the municipality or any other state or federal authority, as may be required, for a permit to construct the Tower and Facilities at any time during the term of this Agreement. Licensee shall prepare, at its sole cost and expense, all site plans (i.e., engineering and architectural documents) which are required pursuant to its application for the foregoing permit.

Licensor agrees to reasonably cooperate with Licensee in its efforts to obtain any necessary permits from the municipality or any other state or federal agency, as the case may be. Licensor further agrees not to unreasonably withhold consent to any such application for and during the term of this Agreement, and further agrees to execute all necessary application forms that may be reasonably required. Licensor shall further appear for testimony before any municipal, state or federal board in the event same is required for approval. Any application so filed, however, shall be at the full cost and expense of Licensee, said cost and expense including, but not being limited to engineering fees, application fees, legal fees and such other costs as may be incidental to the pursuance of any such application.

Licensee shall be responsible for ensuring that all equipment installed by Licensee complies with the applicable rules and regulations of the Federal Communications Commission (hereinafter, the "FCC") and the electrical code and other applicable codes of any other governmental authority having jurisdiction over the Premises or such equipment prior to the installation thereof.

6. COST OF PERMITS:

Licensee shall be responsible for payment of expenses for any and all necessary and/or required municipal permits to construct the Tower and Facilities on the Premises. Licensor agrees that it shall not unreasonably withhold or delay its consent of any such application or permit which may be required. Licensee shall pay any and all fees associated with the approval and/or construction of the Tower and Facilities. Licensor

agrees to execute any such document reasonably required by Licensee in its operations which states this Agreement is in full force and effect, and the number of years with renewals remaining in this Agreement.

All costs for any permits, licenses, plans, specifications or any other documentation required shall be at the sole cost and expense of Licensee.

7. GENERAL TERMS AND CONDITIONS:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees, and all entry upon and use of Licensor's property will be in strict compliance with the General Terms and Conditions.

8. UTILITY SERVICE:

Licensee shall have the non-exclusive right to locate utility lines and cables providing service to the Premises, as described in Exhibit "A", provided, however, that Licensee's utility service providers, or Licensee, as applicable, may be required to apply for and receive a "Wireline Crossing Agreement" from Licensor's Real Estate Department prior to installing any utility service to the Premises at no additional cost to such service provider(s) or Licensee. Licensor will not unreasonably delay or deny granting of any such agreement.

9. RELOCATION:

The approximate location of the Tower and Facilities will be as presented in the attached Exhibit "A". If, for engineering reasons, it is necessary for Licensee to select a different location, such relocation is subject to the approval of Licensor, in Licensor's sole discretion.

If, after the installation of the Tower and Facilities, Licensor determines that either or both constitute a material hindrance or cause material interference to railroad operations (e.g., blocking new track expansion, blocking line of sight, safety needs, etc.), Licensor may require the removal of the Tower and Facilities, as the case may be by Licensee at Licensee's sole cost and expense, within a period of (180) days (provided Licensor shall allow Licensee more than one hundred eighty (180) days to complete such removal, if in Licensor's sole discretion, allowing Licensee such additional time to complete such removal will not result in too much hindrance or interference with Licensor's operations or safety) from the date of receipt of notice from Licensor, provided that (i) such hindrance or interference affects the operation of Licensor's business or creates a safety hazard and ii) Licensee cannot promptly eliminate or minimize such hindrance or interference to an acceptable degree within the aforesaid 180-day period by performing alterations or modifications to the Tower and Facilities, as the case may be, or implementing other mitigative measures at the Premises. In such event, Licensor shall, in consultation with Licensee, use commercially reasonable efforts to designate an alternative location at the Premises upon which Licensee may relocate its Tower and Facilities. Licensee shall then have the right, at its option, to relocate its Tower and Facilities, as the case may be, to said alternative location at Licensee's sole expense. All monthly rent payable by Licensee hereunder shall abate for the time during which Licensee is prohibited from operating its existing tower and facilities at the Premises and the date upon which construction of the new Tower, Facilities and/or equipment cabinets at the alternative location is completed.

In the event Licensee elects to relocate its Tower and Facilities to the alternative location, the parties shall execute new copies of approved Exhibit "A" as necessary, to reflect such change in the location of Licensee's Tower and Facilities at the Premises.

10. PROTECTION OF FIBER OPTIC CABLE:

Licensee represents and warrants that all work on the Premises performed by Licensee, its contractors, agents and/or employees will be in strict compliance with the provisions set forth in "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of the General Terms and Conditions.

In addition to the liability terms contained elsewhere within this Agreement, Licensee shall indemnify and hold Licensor harmless against and from all costs, liability and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses), arising out of or in any way contributed to by any act or omission of Licensee, its contractors, agents and/or employees, that cause or in any way contribute to (a) any damage to or destruction of any fiber optic cable telecommunications system located on the Premises by Licensee, its contractors, agents and/or employees, (b) any injury to or death of any person employed by or on behalf of any fiber optic cable telecommunications company and/or its contractors, agents and/or employees on the Premises, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company or companies.

11. TERMINATION:

In the event that any municipal, state, federal or any other governmental authority prevents Licensee from occupying or operating Licensee's equipment at the Premises, or if in Licensee's reasonably exercised judgment, significant engineering, economic or other developments occur that prevent the economic feasibility of this Agreement, Licensee has the right to terminate this Agreement, upon providing Licensor with six (6) months prior notice and removing Licensee's equipment and restoring the Premises to its original conditions, except for reasonable wear and tear, and removing any underground structures to a depth that is mutually agreeable to the Parties.

The Licensee agrees that upon the expiration or termination of this Agreement or the abandonment of the Premises by the Licensee, the Licensee shall (a) remove from the Premises, at the expense of the Licensee, all structures, property and other materials not belonging to the Licensor; and (b) restore the surface of the ground to as good a condition as the same was in before such structures were erected and/or constructed, including, without limiting the generality of the foregoing the removal of foundations of such structures, the filling in of all excavations and pits, and the removal of all debris and rubbish, all of which shall be performed at the Licensee's expense. If the Licensee should fail to perform such removal, the Licensor may perform the work and the Licensee shall reimburse the Licensor for the cost thereof, within thirty (30) days after the bill is rendered. The Licensee's non-use of the Premises for the purposes described in this Agreement continuing for one (1) year shall be sufficient and conclusive evidence of such abandonment, unless the Licensee shall have notified the Licensor in writing of its reasons for such non-use, and shall continue to pay rent as and when due to the Licensor.

12. OWNERSHIP OF TOWER, FACILITIES AND RADIO EQUIPMENT:

It is understood and agreed that Licensee shall own the Tower and Facilities and all related radio equipment, and/or any such improvements constructed or placed on the Premises by Licensee.

13. OWNER'S RIGHT OF INSTALLATION:

Licensee hereby grants to Licensor the right, reasonably exercised, to locate antennas on the Tower and related radio equipment, upon the Premises, subject to a maximum of 10,000 square inches of wind loading and availability of space upon the Tower being available at the time of Licensor's desire to exercise said right.

Licensor shall assume all costs and liabilities associated with the installation, operation and maintenance of Licensor's equipment at the Premises.

Licensee shall charge Licensor no fee for the installation, operation and maintenance of Licensor's equipment at the Premises.

14. MAINTENANCE:

Licensee shall (i) be responsible for any and all improvements located upon the Premises by Licensee or any approved sublicensees, including the Tower and Facilities, and (ii) shall perform whatever remedial and preventive maintenance, repairs, construction and security which may be required to properly maintain the Tower and Facilities and the equipment located thereupon or therewithin.

15. PAYMENT:

Effective upon the first month following the Commencement Date, Licensee shall pay Licensor [REDACTED] per year for the privileges and rights presented in this Agreement which rental shall increase by [REDACTED] annually. At such time as the amount equal to [REDACTED] of the total gross revenue collected by Licensee from all sublicenses at the Premises exceeds the amount of the then-current annual rental, Licensee shall then begin paying to Licensor the greater of the then-current rental per year, as increased by [REDACTED] annually, or [REDACTED] of the total revenue collected annually from Licensee's sublicenses at the Premises. The annual amount shall be paid in twelve monthly increments, each equal to one-twelfth of the annual total. Each monthly payment shall be made on or before the 20th day of each month.

Licensor shall have the right, no more than once per calendar year, to inspect and audit all of Licensee's documents, agreements, and records relating to the Premises, including any documents, agreements, and records of Licensee regarding billing and collection of fees payable or paid under any agreement related to the Premises, and Licensee shall, for as long as this Agreement remains in effect and for three (3) years following any expiration or termination of this Agreement, maintain copies of all such documents and records. In the event Licensor elects to inspect and audit any such documents and records and/or the payments made by the any person related to the Premises, if Licensor determines that Licensee has failed to pay Licensor any material amounts owed to Licensor hereunder, Licensee shall, in addition to paying Licensor any amounts found by such inspection and audit to remain unpaid, reimburse Licensor for its costs to complete such inspection and audit.

16. **TERM:**

This Agreement shall be for an initial term of ten (10) years, commencing on the date that Licensee starts construction ("Commencement Date"). The License shall automatically renew for three (3) additional term of five (5) years unless terminated under terms herein.

17. **INTERFERENCE:**

Licensor grants to Licensee the use of the Premises exclusively for the construction and use of the Tower and Facilities for the installation of radio communications equipment. The equipment installed by Licensee or its sublicensees shall transmit only on frequencies licensed for such equipment. Licensee shall be responsible for performing all radiofrequency ("RF") engineering studies to ensure that the placement of radio equipment at the Premises will not cause interference to existing equipment located near the Premises by Licensor or Licensor's Licensees, lessees or vendors, and Licensee shall submit such studies to Licensor for approval prior to installation.

If any radio equipment installed by Licensee causes RF interference with such existing equipment of Licensor or Licensor's Licensees, lessees or vendors, Licensee shall be responsible for eliminating or minimizing to an acceptable degree such RF interference within 48 hours after receipt after written notice of such interference from Licensor to Licensee by, for example, removing, replacing or repositioning the equipment causing such interference (hereinafter, the "Interfering Equipment"). In the event such interference is not eliminated or minimized to an acceptable degree within the aforesaid 48 hour period, Licensee or its client, as the case may be, shall discontinue use of the Interfering Equipment (except for intermittent operation for the purpose of correcting such interference). If said interference is not corrected within thirty (30) days after Licensee's receipt of the aforesaid notice from Licensor, Licensee shall remove the Interfering Equipment within an additional ten (10) day period.

18. **INSURANCE:**

Licensee and/or its contractors shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) General Liability insurance providing bodily injury including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and an aggregate limit of at least \$4,000,000. This insurance shall contain broad form contractual liability. Exclusions for explosion, collapse and underground hazard shall be removed. Coverage purchased on a claims made form shall provide for at least a two (2) year extended reporting or discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.
- (b) Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the general public liability insurance.

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417 Contractual Liability - Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

Where permitted by law and subject to Licensee's indemnification obligations herein, Licensee and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Licensor. Licensee and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody and control. Licensee's insurance shall be primary with respect to any insurance carried by Licensor. The policy (ies) required under (a) and (b) above shall provide severability of interests and shall name Licensor as an additional insured with respect to liability arising from Licensee's operations for which Licensee has legally assumed responsibility herein.

Prior to commencing the any construction work, Licensee shall furnish to Licensor certificate(s) of insurance evidencing the required coverage. The certificate(s) shall contain a provision that obligates the insurance company (ies) issuing such policy (ies) to notify Licensor in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or any cancellation at least thirty (30) days prior thereto.

The insurance policy (ies) shall be written by a reputable insurance company (ies) acceptable to Licensor or with a current Best's Insurance Guide Rating of B and Class VII or better and authorized to do business in the state(s) in which the Job Site is located.

The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee and/or its contractors, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

19. INDEMNIFICATION/HOLD HARMLESS:

Licensee agrees that it shall not, through its actions or omissions, (i) endanger the property or employees of Licensor located at the Premises or (ii) expose any person, including but not being limited to Licensor's employees, contractors, agents or Licensees, or Licensor's property, operations or facilities to any additional hazards. Licensee shall indemnify and hold Licensor and its affiliates, and the officers, agents and employees of each, harmless against and from any and all liability, loss, damage, claims, demands, costs and expenses (including court costs and attorneys' fees) arising directly out of Licensee's use of the Premises, including, without limitation its construction activity thereon pursuant to this Agreement, except for those

claims that are due to or caused solely by the negligence or intentional misconduct of Licensor, its affiliates, or the officers, agents, assigns, contractors and employees.

20. **ASSIGNMENT:**

The Licensee shall not assign this Agreement, or any interest therein, without the written consent of Licensor. Such consent shall not be unreasonably withheld, conditioned, or delayed. No assignment by Licensee shall relieve Licensee of any of its obligations and liabilities assumed hereunder.

Notwithstanding the foregoing, Licensor agrees that Licensee shall have the right to freely assign its rights and obligations hereunder to any parent company, a wholly-owned subsidiary or affiliate of Licensee, an entity in the business of developing or operating telecommunication towers (excluding FCC licensed wireless carriers and existing Tower sublessees) or a purchaser of all or substantially all of Licensee's assets. The issuance of stock by Licensee shall not be deemed to be an assignment under the provisions of this Paragraph.

Subject to the provisions of this Paragraph, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

21. **SUBLEASE AUTHORITY:**

Licensor acknowledges that Licensee's intent is to design the Tower and Facilities to accommodate sublicensing in the Premises to FCC licensed wireless carriers. Licensee shall not sublicense in the Premises to FCC licensed wireless carriers, in whole or in part, without Licensor's written consent. Such consent shall not be unreasonably withheld, conditioned, or delayed. Prior to sublicensing to FCC licensed carriers in the Premises, Licensee shall provide to Licensor a copy of the sublicensee's application, construction drawings, sublease agreement and construction schedule. Licensee shall not sublicense the Premises, in whole or in part, to unlicensed wireless carriers or other entities, without Licensor's written consent, which consent shall be in Licensor's sole and absolute discretion. Licensor hereby explicitly reserves the right to condition such consent upon additional financial consideration if the sublease is less than \$1750 per month (or \$1250 per month for DISH Wireless).

22. **CASUALTY/CONDEMNATION:**

In the event there is a total or partial destruction of the Premises by fire or other casualty (hereinafter, a "Casualty") and the Premises are, in Licensee's judgment, thereby rendered insufficient for Licensee's continued operations thereat and/or restoration thereof would not, in Licensee's reasonable judgment, be economically feasible and/or such restoration could not, in Licensee's reasonable judgment, be accomplished within a period of ninety (90) days from the date of such Casualty, Licensee shall have the right to terminate this Agreement upon thirty (30) days' notice to Licensor. In the event Licensee elects not to terminate this Agreement,

- (a) Licensee shall have the right to restore those portions of the Premises upon which its Tower and Facilities are located and to reconstruct same thereupon at Licensee's sole cost and expense.

- (b) In the event those portions of the Premises upon which Licensee's Tower and Facilities are located are, in Licensee's judgment, incapable of being restored, Licensor shall, upon request of and in consultation with Licensee, designate an alternative location at the Premises upon which Licensee may reconstruct its Tower and Facilities.

In the event the Premises, that portion of the Premises upon which Licensee's Tower and Facilities are located, or any significant portion of either is condemned or is otherwise subjected to a taking by any governmental authority exercising the power of eminent domain, this Agreement shall terminate as of the date upon which Licensee is required by the governmental authority to cease its operations at the Premises. Licensee shall be entitled to seek their own award against the condemning authority.

23. **ARBITRATION:**

All controversies relating to, in connection with, or arising out of this Agreement, its modification or making, the authority or obligations of the parties hereto, and whether involving the principals, agents, brokers or others who actually subscribe hereto, shall be settled by arbitration. The arbitration proceedings shall be held in the county and state in which the Premises is located and in accordance with the laws of the aforesaid state. The arbitration proceeding is to be governed by the American Arbitration Association and the "Rules of Arbitration" (hereinafter, the "Rules") as they exist at the time of the arbitration (including provisions as to payment of fees and expenses) and presided over by one arbitrator selected in accordance with the aforementioned Rules. Arbitration is the sole remedy hereunder. All notices or service in reference to arbitration or enforcement shall be deemed given if transmitted as required by the aforementioned Rules. The parties agree that any dispute or controversy related solely to an engineering matter, as mutually determined by Licensee and Licensor, shall be settled by arbitration in accordance with the foregoing, except that the one presiding arbitrator shall be a professional licensed engineer or engineering consultant selected in accordance with the Rules.

24. **FORCE MAJEURE:**

To the extent that either party to this Agreement is prevented from discharging its duties by an event of Force Majeure, such as by reason of flood, war, fire, explosion or other catastrophe or act of God, both parties shall be temporarily excused from the performance of their obligations under this Agreement until such time as the Force Majeure event has abated.

25. **INTEGRATED AGREEMENT:**

It is agreed and understood that this Agreement including the Exhibits attached hereto and made a part hereof contains all of the agreements, promises, and understandings between Licensor and Licensee and that no prior written, verbal or oral agreements, promises or understandings shall be binding upon either Licensee or Licensor in any dispute, or proceeding at law.

26. **GOVERNING LAW:**

The performance of this Agreement shall be interpreted, construed, and regulated by the laws of the state of California.

27. **LICENSOR'S REPRESENTATIONS:**

Licensor covenants, represents and agrees it has the full right, power and authority to enter into, execute and deliver this Tower Construction Agreement.

28. **SURVIVORSHIP:**

This Agreement shall be binding upon and shall inure to the benefit of any respective successors and assigns of Licensor and Licensee, subject to prior restrictions on assignments by Licensee.

Notwithstanding the foregoing, in the event there is any successor to Licensee, Licensee and/or such successor must notify Licensor of such succession within five (5) days after such event.

29. **SEVERABILITY:**

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

30. **NOTICES:**

All notices hereunder must be in writing and shall be validly given if sent via Registered or Certified Mail, Return Receipt Requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Licensor: Union Pacific Railroad Company
 1400 Douglas Street - 0640
 Omaha, Nebraska 68179
 Attn.: Mike Wallman

To Licensee: CitySwitch – II, LLC
 1900 Century Place, Suite 320
 Atlanta, GA 30345
 Attn: Legal


31. **AUTHORITY TO SIGN:**

Licensor and Licensee each represent that the signatories of this Agreement presently have full authority to enter into this Agreement and to bind and obligate their respective organizations to the terms, rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date.

ACCEPTED BY: Licensor
Union Pacific Railroad Company

ACCEPTED BY: Licensee
CitySwitch II-A, LLC

BY: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: _____

DATE: 4/12/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

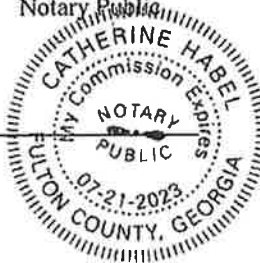
STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022 before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss
COUNTY OF Douglas)

On this 12th day of April, 2022, Chris D. Gobk before me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 12th day of April, 2022

Gregory A. Brigham
Notary Public

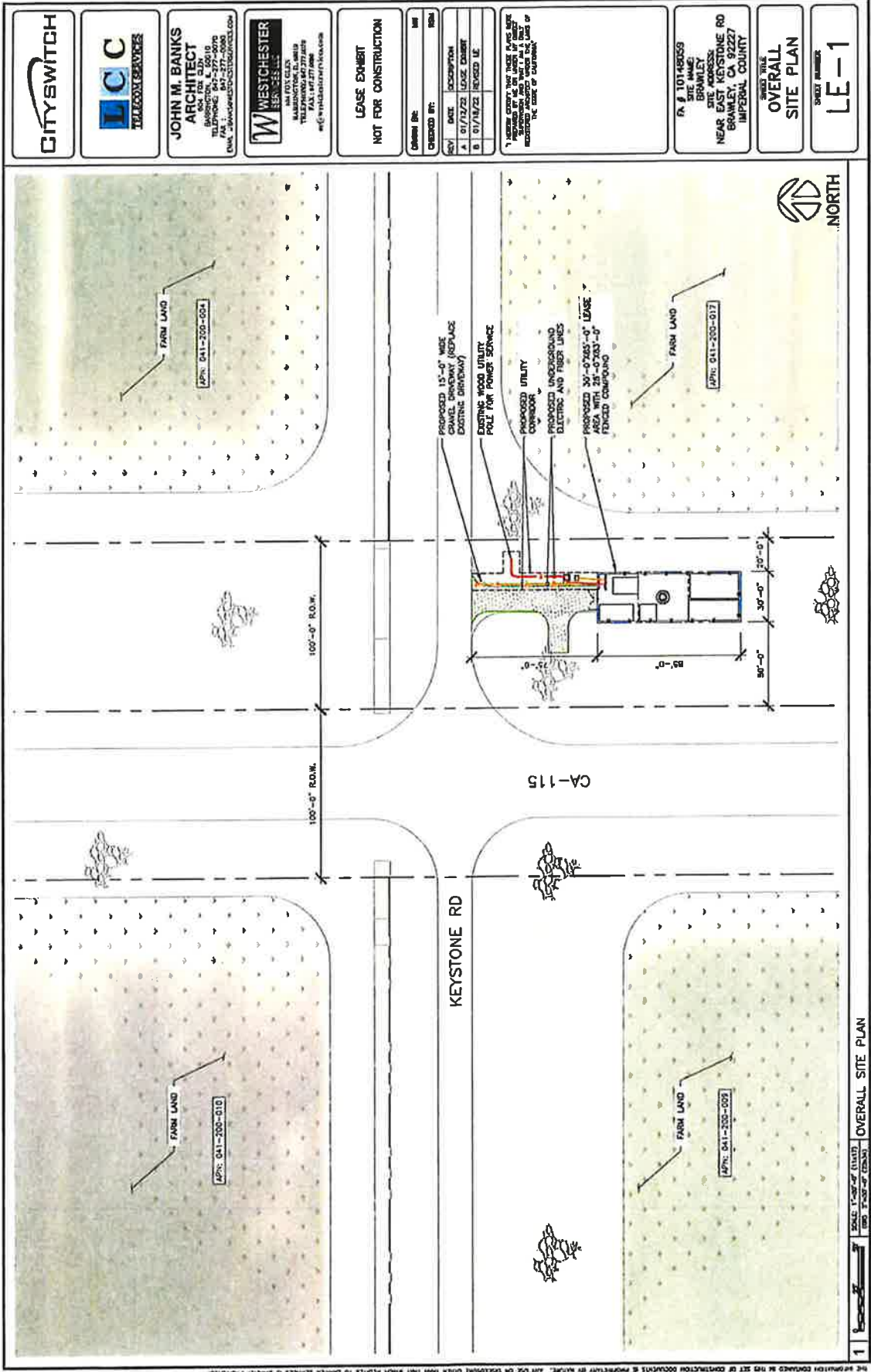
My Commission Expires:



May 9, 2022

Exhibit A

Location Print Depicting the Premises



JOHN M. BANKS ARCHITECT
 BRANSON, MO 64618
 TEL: 417-733-1100
 FAX: 417-733-0000
 EMAIL: JMBANKS@JOHNMBANKSARCHITECT.COM

WESTCHESTER ENGINEERS
 BRANSON, MO 64618
 TEL: 417-733-1100
 FAX: 417-733-0000
 EMAIL: WESTCHESTER@WESTCHESTERENGINEERS.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

ORDER NO.	DATE	DESCRIPTION
1	07/17/23	LEASE DRAFT
2	07/17/23	REVISED LE

1. THESE EXHIBITS AND THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND I AM NOT PROVIDING ANY WARRANTIES OTHER THAN THE USE OF THE TITLE OF "EXHIBIT".

FX # 101480359
 SITE NAME:
 BRANLEY
 SITE ADDRESS:
 BRANLEY RD
 BRANSON, MO 64618
 IMPERIAL COUNTY

OVERALL SITE PLAN

LE-1

SCALE: 1"=50'-0" (HORIZONTAL)
 1"=100'-0" (VERTICAL)
 1
 OVERALL SITE PLAN

PC ORIGINAL PKG

CITYSWITCH



JOHN M. BANKS
ARCHITECT
1000 G ST. #100
SAN DIEGO, CA 92101
TELEPHONE 619-277-0070
FAX 619-277-0071
Email: jmbanks@jmbanksarchitect.com

WESTCHESTER
1850 125th AVE
SAN DIEGO, CA 92131
TELEPHONE 619-277-8079
FAX 619-277-8068
info@westchesterarchitect.com

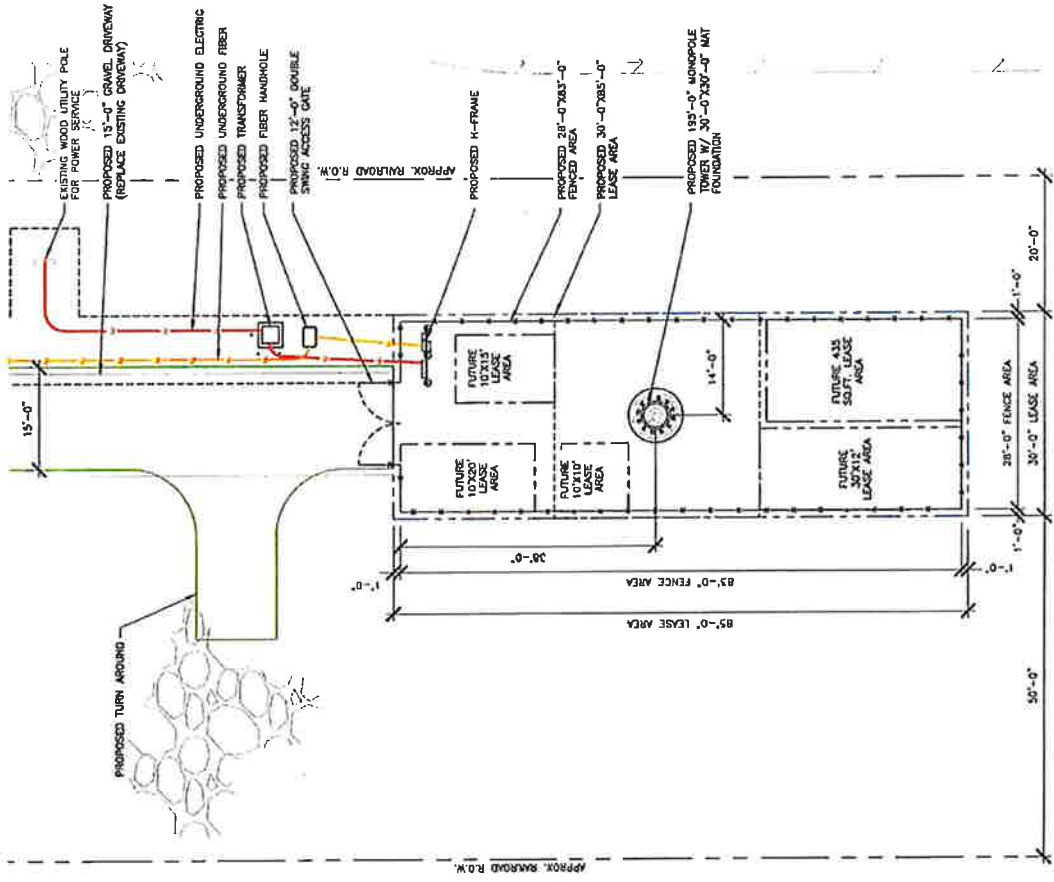
LEASE EXHIBIT
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	07/12/22	LEASE EXHIBIT
B	07/18/22	REVISED LEASE AREA

*ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. DIMENSIONS SHALL BE MEASURED FROM THE EXTERIOR FACE OF THE CURB OR THE FACE OF THE CONCRETE.

PA # 10748559
SITE NAME: BRANLEY
SITE ADDRESS: NEAR EAST KEVSTONE RD
BRANLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
ENLARGED SITE PLAN
SHEET NUMBER
LE-2



1 | ENLARGED SITE PLAN

PC ORIGINAL PKG

CITY SWITCH



JOHN M. BANKS
ARCHITECT
504 THE CLIN
DARTMOUTH
TELEPHONE 914-237-0070
FAX 914-237-0070
EMAIL JOHN@JOHNMBANKS.COM

WESTCHESTER
SERVICES, LLC
ADMIN CLERK
1000 W. 10TH ST.
MCKINNEY, TX 75069
TELEPHONE 972-271-3119
FAX 972-271-3119
WWW.WESTCHESTER-SERVICES.COM

LEASE EXHIBIT
NOT FOR CONSTRUCTION

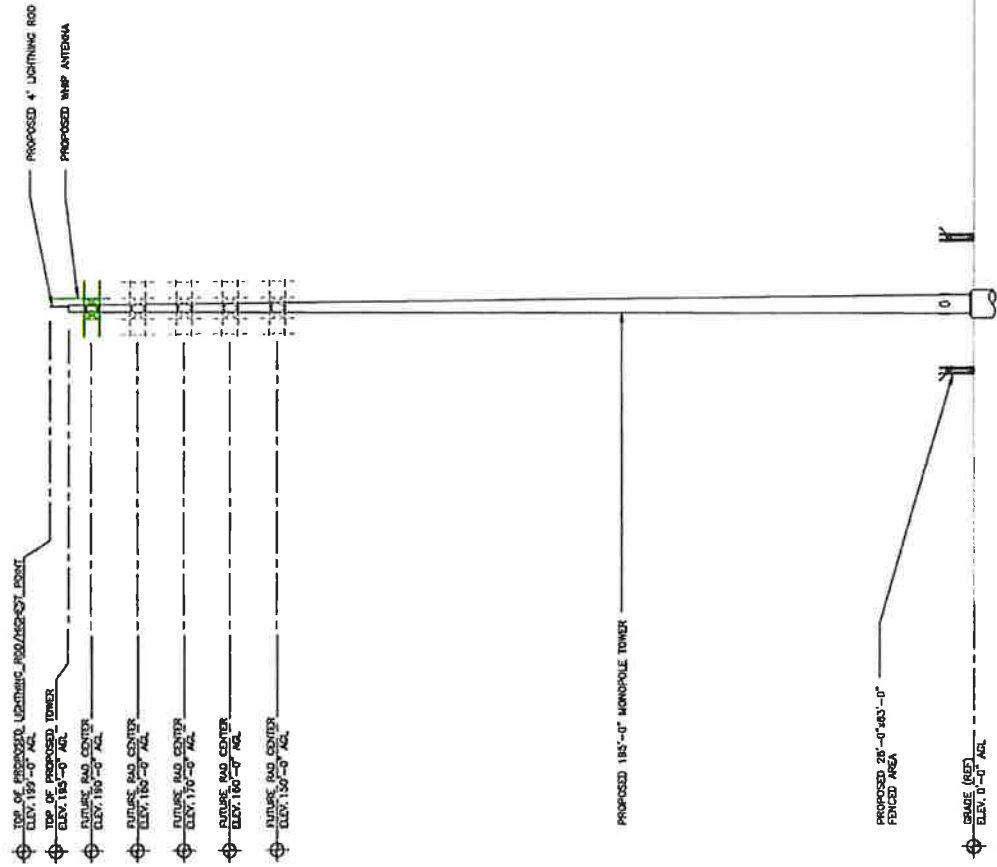
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/19/22	REVISED LE

THIS EXHIBIT IS A LEASE EXHIBIT
PREPARED BY A LICENSED ARCHITECT
REGISTERED IN THE STATE OF CALIFORNIA

FA # 10148059
SITE NAME:
BRAWLEY
SITE ADDRESS:
NEAR EAST KEYSTONE RD
BRAWLEY, CA 92227
IMPERIAL COUNTY

SHEET TITLE
TOWER
ELEVATION

SHEET NUMBER
LE-3



1 | SCALE -- N.T.S.

TOWER ELEVATION

PC ORIGINAL PKG



JOHN M. BANKS ARCHITECT
 604 10th St. Suite 100
 BRAWLEY, CA 92527-4070
 TELEPHONE: 951-277-4070
 FAX: 951-277-4070
 EMAIL: JMBANKS@MSTC.COM

WESTCHESTER ENGINEERING
 604 BAYVIEW
 BRAWLEY, CA 92527-4045
 TELEPHONE: 951-277-8779
 FAX: 951-277-5966
 WWW.WESTCHESTERENGINEERING.COM

**LEASE EXHIBIT
 NOT FOR CONSTRUCTION**

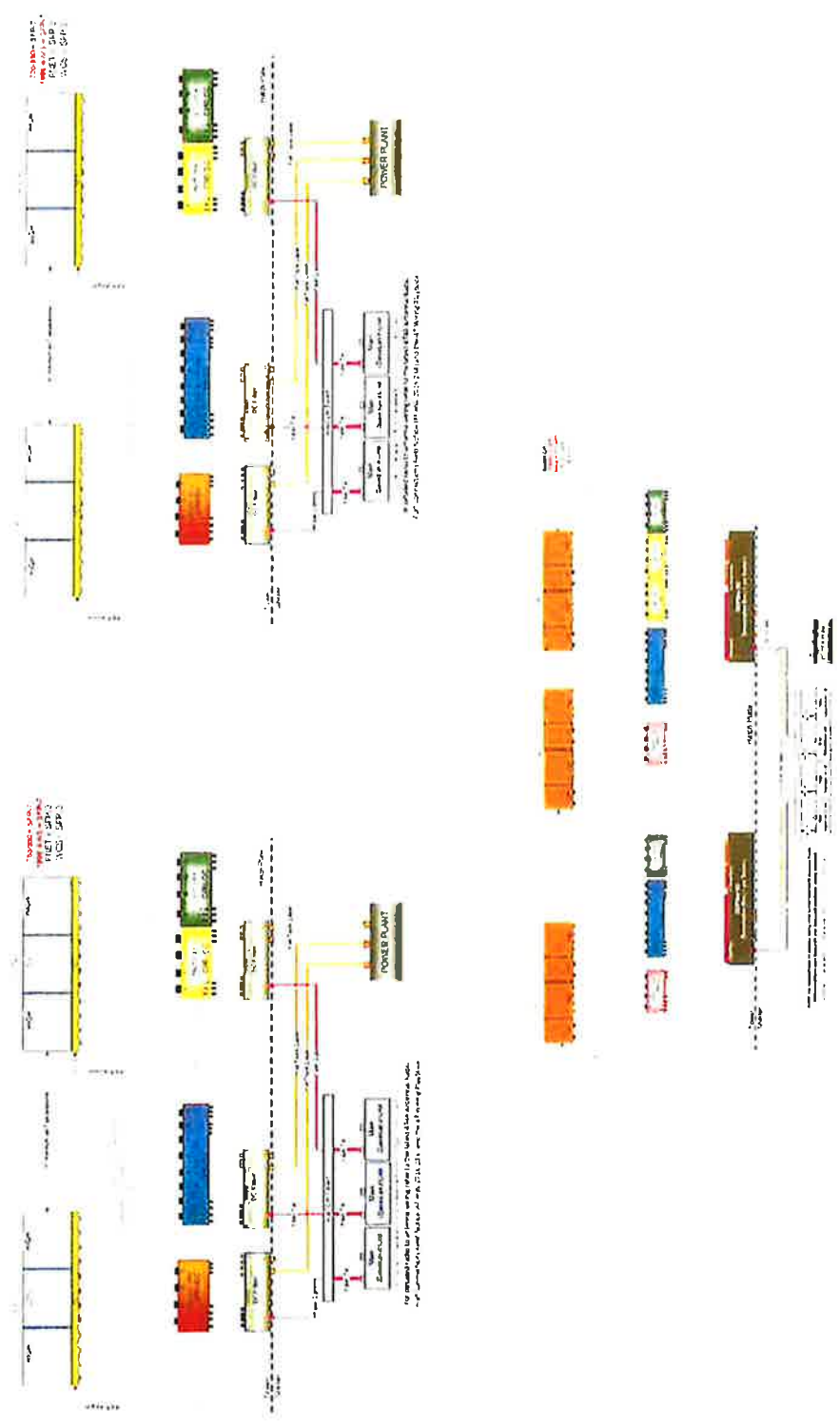
DRAWN BY:	MM	
CHECKED BY:	ISM	
REV	DATE	DESCRIPTION
A	07/17/22	LEASE EXHIBIT
B	07/18/22	REVISED L.L.

"THIS EXHIBIT IS TO BE USED AS A GUIDE ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY USE OR OCCURRENCE THEREOF IS PROHIBITED BY LAW. ANY USE OR OCCURRENCE THEREOF SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THE STATE OF CALIFORNIA."

PA # 1014859
 SITE NAME: BRAWLEY
 SITE ADDRESS: NEAR EAST KEYSTONE RD
 BRAWLEY, CA 92527
 IMPERIAL COUNTY

SHEET TITLE
**PLUMBING
 DIAGRAM**

SHEET NUMBER
LE-4



1 | SCALE - N.T.S. | PLUMBING DIAGRAM

PC ORIGINAL PKG

Exhibit B

General Terms and Conditions

Section 1. ENGINEERING REQUIREMENTS; PERMITS.

A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.

B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

health, environmental or communication permits or licenses required to perform any work on Licensee's Tower and/or Facilities.

Section 2. NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of the Licensor's operations and communications, and the safety of Licensor's personnel, property and the public are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all work by Licensee and the presence of Licensee on Licensor's Property, the safety standards set forth in this Agreement will be strictly adhered to by Licensee.

A. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

C. **Advance Notification Requirements.**

(i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

(ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.

(iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this **Exhibit B**, and (c) Licensor has provided Licensee written authorization to commence work.

D. **Inspections.** If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

Licensee's Tower and Facilities only upon the prior authorization from and under the direction of Licensor. Licensee represents and warrants that its use of UAS on Licensor's Property will comply with Licensor's then-current UAS policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

E. **Flagging Services.**

(i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.

(ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion

(ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

(iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

F. **Safety Standards.**

(i) Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Tower and Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards, found at the link below, to each of its employees before they enter Licensor's property:

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

(i) Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this **Exhibit B**.

(iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.

I. **Supervision.** The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.

J. **Suspension of Work.** If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

K. **Removal of Debris.** The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.

L. **Explosives.** The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.

M. **Protection of Subsurface Facilities on Licensor's Property.** Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

(e.g., wayside horn, switching, and signal control systems), and utility systems and facilities (e.g., electrical lines, natural gas and water main pipelines and distribution / supply lines, and sewer pipes and lines). Protection of such facilities is of extreme importance since any break in or damage to the facilities could, among other things, disrupt service to users, result in business interruption and loss of revenue and profits, result in injury or death to persons and damage to property, cause other economic losses and/or create safety risks. In addition to the notifications required under the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" in Section of this **Exhibit B**, prior to the performance of any work on Licensor's property, Licensee shall (i) comply with all one-call and local and state requirements for subsurface detection, and (ii) exercise due diligence in an effort to determine from the Licensor and all appropriate utilities, telecommunications companies, etc., if such facilities are present, and (iii) telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Licensor's property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Licensor's property until all such protection or relocation has been completed.

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

Section 3. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Licensor's property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of

Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Tower and Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Tower and Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING SERVICES" Section of this **Exhibit B**, Licensor, in its sole and absolute discretion, shall determine if any Flagging Services are required. In the event Licensor requires such Flagging Services, such services will be at the sole cost and expense of Licensee. For any Flagging Services performed by Licensor, Licensor will submit itemized invoices to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 4. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and/or Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

EXHIBIT C

MEMORANDUM OF LICENSE

[FOLLOWS ON NEXT PAGE]

Site Name: Brawley
CitySwitch Site: CAC008
UP Audit Number: #####

Prepared by, and after recording

Return to:

CitySwitch II, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 12 day of April, 2022, by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Tower Construction Agreement ("License") on the ___ day of _____, 20___, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the License.
2. The initial term will be ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's intention to commence the initial term, with three (3) successive automatic five (5) year options to renew.
3. The portion of the land being licensed to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. Landlord will attorn to any mortgagee of Tenant and will subordinate any Landlord's lien to the liens of Tenant's mortgagees.
5. This Memorandum of License is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of License and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK,
SIGNATURES BEGIN ON NEXT PAGE]

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: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE:

DATE: 4/12/2022

DATE: 3/21/22

ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA)
) ss.:
COUNTY OF FULTON)

On this 21 day of MARCH, 2022, before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel
Notary Public

My Commission Expires: 07-21-2023



ACKNOWLEDGMENT OF LICENSOR:

STATE OF Nebraska)
) ss.:
COUNTY OF Dawson)

On this 12th day of April, 2022, before me personally appeared Chris D. Goble, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 12th day of April, 2022.

G. A. Brigham
Notary Public

My Commission Expires:



May 9, 2022

EXHIBIT 1 TO MEMORANDUM OF LICENSE

DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description
when available.

Overall	Project Name:	Project ID:	EST. Name:	WBS SPC MINOR:	LMI	RSN:	DATE LMS	DATE LMS
				ENTRADO	REQUERIDO		PHI	MSE
SECTOR A	E-311							
SECTOR B								
SECTOR C				ENTRADO				
SECTOR D				ENTRADO				
SECTOR E								
SECTOR F								
GRAN								

Section 5 - E-311 INFORMATION - final

PC ORIGINAL PKG

Section 87 - BBU INFORMATION - existing

BBU ID: 418172		BBU ID: 418172	
TECHNOLOGY	4G		
BBU NAME	CA08172		
BBU USER	SAHNA		
CELL ID PREFIX	CA08172		
BBU ID	418172		
4G PORT SITE ID	418172		
CONTR TOPT	SA		
CELL SITE TYPE	SCRM20		
SITE TYPE	WINGS CONVENTIONAL		
RTN LOCATION ID	INTERNAL		
BASE STATION TYPE	4G		
EQUIPMENT NAME	WINGS20WIM		
PROPERTY			
EQUIPMENT VENDOR	TEKSON		
EQUIPMENT TYPE	4G WINGS20WIM		
MARKET STATE CODE	CA		
MODE B NUMBER	172		
MODULAR SWITCH VENDOR			
MODULAR SWITCH MODEL			
MODULAR SWITCH NAME			
MODULAR SWITCH ADDITIONAL CAMPA			
UL-CAMP			
CSA - CTS COMMON ID	CA08172		
CSA - SECONDARY FUNCTION ID	CAW00022		
Section 87 - BBU INFORMATION - final			
BBU ID	418172	BBU ID	418172
TECHNOLOGY	4G	TECHNOLOGY	4G
BBU NAME	CA08172	BBU NAME	CA08172
BBU USER	SAHNA	BBU USER	SAHNA
CELL ID PREFIX	CA08172	CELL ID PREFIX	CA08172
BBU ID	418172	BBU ID	418172
4G PORT SITE ID	418172	4G PORT SITE ID	418172
CONTR TOPT	SA	CONTR TOPT	SA
CELL SITE TYPE	SCRM20	CELL SITE TYPE	SCRM20
SITE TYPE	WINGS CONVENTIONAL	SITE TYPE	WINGS CONVENTIONAL
RTN LOCATION ID	INTERNAL	RTN LOCATION ID	INTERNAL
BASE STATION TYPE	4G	BASE STATION TYPE	4G
EQUIPMENT NAME	WINGS20WIM	EQUIPMENT NAME	WINGS20WIM
PROPERTY		PROPERTY	
EQUIPMENT VENDOR	TEKSON	EQUIPMENT VENDOR	TEKSON
EQUIPMENT TYPE	4G WINGS20WIM	EQUIPMENT TYPE	4G WINGS20WIM
MARKET STATE CODE	CA	MARKET STATE CODE	CA
MODE B NUMBER	172	MODE B NUMBER	172
MODULAR SWITCH VENDOR		MODULAR SWITCH VENDOR	
MODULAR SWITCH MODEL		MODULAR SWITCH MODEL	
MODULAR SWITCH NAME		MODULAR SWITCH NAME	
MODULAR SWITCH ADDITIONAL CAMPS		MODULAR SWITCH ADDITIONAL CAMPS	
UL-CAMP		UL-CAMP	
CSA - CTS COMMON ID	CA08172	CSA - CTS COMMON ID	CA08172
CSA - SECONDARY FUNCTION ID	CAW00022	CSA - SECONDARY FUNCTION ID	CAW00022

Section 9 - Cell Number - existing

Used (including New Section)	121 J17786	122 J181786	123 J177460	124 J180796	125 J180740	126 J180740	127 J180796	128 J180796	129 J180796	130 J180796	131 J180796
SECTION A CELL NUMBER	15	8	22	15	15	15					
SECTION B	16	9	23	16	16	16					
SECTION C	17	10	24	17	17	17					
SECTION D											
SECTION E											
SECTION F											
Other											
Used (including New Section)	121 J17786	122 J181786	123 J177460	124 J180796	125 J180740	126 J180740	127 J180796	128 J180796	129 J180796	130 J180796	131 J180796
SECTION A CELL NUMBER	8	22		15	15	15					
SECTION B	9	23		16	16	16					
SECTION C	10	24		17	17	17					
SECTION D											
SECTION E											
SECTION F											
Other											

Section 9 - Cell Number - final

Used (including New Section)	121 J17786	122 J181786	123 J177460	124 J180796	125 J180740	126 J180740	127 J180796	128 J180796	129 J180796	130 J180796	131 J180796
SECTION A CELL NUMBER	8	22		15	15	15					
SECTION B	9	23		16	16	16					
SECTION C	10	24		17	17	17					
SECTION D											
SECTION E											
SECTION F											
Other											

Section 10 - CDRSAC - existing

	178	179	178	178	178	178	178	178	178
	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296
SECTION A CDRSAC									
SECTION B									
SECTION C									
SECTION D									
SECTION E									
SECTION F									
CDRSAC									

Section 10 - CDRSAC - final

	178	179	178	178	178	178	178	178	178
	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296	JET 296
SECTION A CDRSAC									
SECTION B									
SECTION C									
SECTION D									
SECTION E									
SECTION F									
CDRSAC									

Section 14 - NEWPROPOSED T1 COUNTS

Item	07/17/2008	07/17/2008																		
8 T1s	0	0																		
Low Profile																				
R2 CORRUSION																				
FISHER or FIBERGLASS	FRANCIS	FRANCIS																		
T1 Board Model																				
T1 Board QTY																				
RAOFCU Board Model																				
RAOFCU Board QTY																				
BBU Board Model																				
BBU Board QTY																				
BBU Location	BBU	BBU																		
BBU Location	BBU	BBU																		
FRANK JOHNSON																				
DC CABLE																				
DC/Power Dist. Bus																				
Bundled Power Cable																				
Bundled DC Cable																				

PC ORIGINAL PKG

PORT #	OTHER	NO. JUNCTIONS	0	1	TOP	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	1/2 inch or less	
ANTENNA PORTION 4																				
PORT 1	14700 KAVS 4																			
PORT 2																				

PC ORIGINAL PKG

PORT 4		W/LS 000	NO. 1-101-2-28	1/2 1	2/2	4	TYPE	1/2 inch or 1000 lbs.	18
PORT 1	14279 C.A.W. 2	1.7E 200	NON-RES-C-14	1/2 35	2/2	5	TYPE	FRFR	18
PORT 2	14279 C.A.W. 2	1.7E 200	NON-RES-C-14	1/2 35	2/2	5	TYPE	FRFR	18

PC ORIGINAL PKG

Section 16A - PLANNED/PROPOSED TOWER CONFIGURATION - SECTOR A (FOR OMN)
 Section 18 5A - SCOPING TOWER CONFIGURATION - SECTOR A (FOR OMN)
 Section 17A - FINAL TOWER CONFIGURATION - SECTOR A (FOR OMN)

Antenna Port #	Antenna Model / Model	Antenna Version	Antenna Height	Antenna Azimuth	Antenna Tilt	Antenna Power	Antenna Gain	Antenna Azimuth	Antenna Tilt	Antenna Power	Antenna Gain
1	ANTENNA MODEL 1	ANTENNA VERSION 1	ANTENNA HEIGHT 1	ANTENNA AZIMUTH 1	ANTENNA TILT 1	ANTENNA POWER 1	ANTENNA GAIN 1	ANTENNA AZIMUTH 1	ANTENNA TILT 1	ANTENNA POWER 1	ANTENNA GAIN 1
2	ANTENNA MODEL 2	ANTENNA VERSION 2	ANTENNA HEIGHT 2	ANTENNA AZIMUTH 2	ANTENNA TILT 2	ANTENNA POWER 2	ANTENNA GAIN 2	ANTENNA AZIMUTH 2	ANTENNA TILT 2	ANTENNA POWER 2	ANTENNA GAIN 2
3	ANTENNA MODEL 3	ANTENNA VERSION 3	ANTENNA HEIGHT 3	ANTENNA AZIMUTH 3	ANTENNA TILT 3	ANTENNA POWER 3	ANTENNA GAIN 3	ANTENNA AZIMUTH 3	ANTENNA TILT 3	ANTENNA POWER 3	ANTENNA GAIN 3
4	ANTENNA MODEL 4	ANTENNA VERSION 4	ANTENNA HEIGHT 4	ANTENNA AZIMUTH 4	ANTENNA TILT 4	ANTENNA POWER 4	ANTENNA GAIN 4	ANTENNA AZIMUTH 4	ANTENNA TILT 4	ANTENNA POWER 4	ANTENNA GAIN 4
5	ANTENNA MODEL 5	ANTENNA VERSION 5	ANTENNA HEIGHT 5	ANTENNA AZIMUTH 5	ANTENNA TILT 5	ANTENNA POWER 5	ANTENNA GAIN 5	ANTENNA AZIMUTH 5	ANTENNA TILT 5	ANTENNA POWER 5	ANTENNA GAIN 5
6	ANTENNA MODEL 6	ANTENNA VERSION 6	ANTENNA HEIGHT 6	ANTENNA AZIMUTH 6	ANTENNA TILT 6	ANTENNA POWER 6	ANTENNA GAIN 6	ANTENNA AZIMUTH 6	ANTENNA TILT 6	ANTENNA POWER 6	ANTENNA GAIN 6
7	ANTENNA MODEL 7	ANTENNA VERSION 7	ANTENNA HEIGHT 7	ANTENNA AZIMUTH 7	ANTENNA TILT 7	ANTENNA POWER 7	ANTENNA GAIN 7	ANTENNA AZIMUTH 7	ANTENNA TILT 7	ANTENNA POWER 7	ANTENNA GAIN 7
8	ANTENNA MODEL 8	ANTENNA VERSION 8	ANTENNA HEIGHT 8	ANTENNA AZIMUTH 8	ANTENNA TILT 8	ANTENNA POWER 8	ANTENNA GAIN 8	ANTENNA AZIMUTH 8	ANTENNA TILT 8	ANTENNA POWER 8	ANTENNA GAIN 8
9	ANTENNA MODEL 9	ANTENNA VERSION 9	ANTENNA HEIGHT 9	ANTENNA AZIMUTH 9	ANTENNA TILT 9	ANTENNA POWER 9	ANTENNA GAIN 9	ANTENNA AZIMUTH 9	ANTENNA TILT 9	ANTENNA POWER 9	ANTENNA GAIN 9
10	ANTENNA MODEL 10	ANTENNA VERSION 10	ANTENNA HEIGHT 10	ANTENNA AZIMUTH 10	ANTENNA TILT 10	ANTENNA POWER 10	ANTENNA GAIN 10	ANTENNA AZIMUTH 10	ANTENNA TILT 10	ANTENNA POWER 10	ANTENNA GAIN 10
11	ANTENNA MODEL 11	ANTENNA VERSION 11	ANTENNA HEIGHT 11	ANTENNA AZIMUTH 11	ANTENNA TILT 11	ANTENNA POWER 11	ANTENNA GAIN 11	ANTENNA AZIMUTH 11	ANTENNA TILT 11	ANTENNA POWER 11	ANTENNA GAIN 11
12	ANTENNA MODEL 12	ANTENNA VERSION 12	ANTENNA HEIGHT 12	ANTENNA AZIMUTH 12	ANTENNA TILT 12	ANTENNA POWER 12	ANTENNA GAIN 12	ANTENNA AZIMUTH 12	ANTENNA TILT 12	ANTENNA POWER 12	ANTENNA GAIN 12
13	ANTENNA MODEL 13	ANTENNA VERSION 13	ANTENNA HEIGHT 13	ANTENNA AZIMUTH 13	ANTENNA TILT 13	ANTENNA POWER 13	ANTENNA GAIN 13	ANTENNA AZIMUTH 13	ANTENNA TILT 13	ANTENNA POWER 13	ANTENNA GAIN 13
14	ANTENNA MODEL 14	ANTENNA VERSION 14	ANTENNA HEIGHT 14	ANTENNA AZIMUTH 14	ANTENNA TILT 14	ANTENNA POWER 14	ANTENNA GAIN 14	ANTENNA AZIMUTH 14	ANTENNA TILT 14	ANTENNA POWER 14	ANTENNA GAIN 14
15	ANTENNA MODEL 15	ANTENNA VERSION 15	ANTENNA HEIGHT 15	ANTENNA AZIMUTH 15	ANTENNA TILT 15	ANTENNA POWER 15	ANTENNA GAIN 15	ANTENNA AZIMUTH 15	ANTENNA TILT 15	ANTENNA POWER 15	ANTENNA GAIN 15
16	ANTENNA MODEL 16	ANTENNA VERSION 16	ANTENNA HEIGHT 16	ANTENNA AZIMUTH 16	ANTENNA TILT 16	ANTENNA POWER 16	ANTENNA GAIN 16	ANTENNA AZIMUTH 16	ANTENNA TILT 16	ANTENNA POWER 16	ANTENNA GAIN 16
17	ANTENNA MODEL 17	ANTENNA VERSION 17	ANTENNA HEIGHT 17	ANTENNA AZIMUTH 17	ANTENNA TILT 17	ANTENNA POWER 17	ANTENNA GAIN 17	ANTENNA AZIMUTH 17	ANTENNA TILT 17	ANTENNA POWER 17	ANTENNA GAIN 17
18	ANTENNA MODEL 18	ANTENNA VERSION 18	ANTENNA HEIGHT 18	ANTENNA AZIMUTH 18	ANTENNA TILT 18	ANTENNA POWER 18	ANTENNA GAIN 18	ANTENNA AZIMUTH 18	ANTENNA TILT 18	ANTENNA POWER 18	ANTENNA GAIN 18
19	ANTENNA MODEL 19	ANTENNA VERSION 19	ANTENNA HEIGHT 19	ANTENNA AZIMUTH 19	ANTENNA TILT 19	ANTENNA POWER 19	ANTENNA GAIN 19	ANTENNA AZIMUTH 19	ANTENNA TILT 19	ANTENNA POWER 19	ANTENNA GAIN 19
20	ANTENNA MODEL 20	ANTENNA VERSION 20	ANTENNA HEIGHT 20	ANTENNA AZIMUTH 20	ANTENNA TILT 20	ANTENNA POWER 20	ANTENNA GAIN 20	ANTENNA AZIMUTH 20	ANTENNA TILT 20	ANTENNA POWER 20	ANTENNA GAIN 20
21	ANTENNA MODEL 21	ANTENNA VERSION 21	ANTENNA HEIGHT 21	ANTENNA AZIMUTH 21	ANTENNA TILT 21	ANTENNA POWER 21	ANTENNA GAIN 21	ANTENNA AZIMUTH 21	ANTENNA TILT 21	ANTENNA POWER 21	ANTENNA GAIN 21
22	ANTENNA MODEL 22	ANTENNA VERSION 22	ANTENNA HEIGHT 22	ANTENNA AZIMUTH 22	ANTENNA TILT 22	ANTENNA POWER 22	ANTENNA GAIN 22	ANTENNA AZIMUTH 22	ANTENNA TILT 22	ANTENNA POWER 22	ANTENNA GAIN 22
23	ANTENNA MODEL 23	ANTENNA VERSION 23	ANTENNA HEIGHT 23	ANTENNA AZIMUTH 23	ANTENNA TILT 23	ANTENNA POWER 23	ANTENNA GAIN 23	ANTENNA AZIMUTH 23	ANTENNA TILT 23	ANTENNA POWER 23	ANTENNA GAIN 23
24	ANTENNA MODEL 24	ANTENNA VERSION 24	ANTENNA HEIGHT 24	ANTENNA AZIMUTH 24	ANTENNA TILT 24	ANTENNA POWER 24	ANTENNA GAIN 24	ANTENNA AZIMUTH 24	ANTENNA TILT 24	ANTENNA POWER 24	ANTENNA GAIN 24
25	ANTENNA MODEL 25	ANTENNA VERSION 25	ANTENNA HEIGHT 25	ANTENNA AZIMUTH 25	ANTENNA TILT 25	ANTENNA POWER 25	ANTENNA GAIN 25	ANTENNA AZIMUTH 25	ANTENNA TILT 25	ANTENNA POWER 25	ANTENNA GAIN 25
26	ANTENNA MODEL 26	ANTENNA VERSION 26	ANTENNA HEIGHT 26	ANTENNA AZIMUTH 26	ANTENNA TILT 26	ANTENNA POWER 26	ANTENNA GAIN 26	ANTENNA AZIMUTH 26	ANTENNA TILT 26	ANTENNA POWER 26	ANTENNA GAIN 26
27	ANTENNA MODEL 27	ANTENNA VERSION 27	ANTENNA HEIGHT 27	ANTENNA AZIMUTH 27	ANTENNA TILT 27	ANTENNA POWER 27	ANTENNA GAIN 27	ANTENNA AZIMUTH 27	ANTENNA TILT 27	ANTENNA POWER 27	ANTENNA GAIN 27
28	ANTENNA MODEL 28	ANTENNA VERSION 28	ANTENNA HEIGHT 28	ANTENNA AZIMUTH 28	ANTENNA TILT 28	ANTENNA POWER 28	ANTENNA GAIN 28	ANTENNA AZIMUTH 28	ANTENNA TILT 28	ANTENNA POWER 28	ANTENNA GAIN 28
29	ANTENNA MODEL 29	ANTENNA VERSION 29	ANTENNA HEIGHT 29	ANTENNA AZIMUTH 29	ANTENNA TILT 29	ANTENNA POWER 29	ANTENNA GAIN 29	ANTENNA AZIMUTH 29	ANTENNA TILT 29	ANTENNA POWER 29	ANTENNA GAIN 29
30	ANTENNA MODEL 30	ANTENNA VERSION 30	ANTENNA HEIGHT 30	ANTENNA AZIMUTH 30	ANTENNA TILT 30	ANTENNA POWER 30	ANTENNA GAIN 30	ANTENNA AZIMUTH 30	ANTENNA TILT 30	ANTENNA POWER 30	ANTENNA GAIN 30

ANTENNA POSITION 3		PORT 3	PORT 4	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER
		PORT 3	PORT 4	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER
		PORT 3	PORT 4	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER
		PORT 3	PORT 4	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER	OTHER

PC ORIGINAL PKG

ANTENNA POSITION 4		POINT 1	POINT 2	POINT 3	POINT 4	POINT 5	POINT 6	POINT 7	POINT 8	POINT 9	POINT 10	POINT 11	POINT 12	POINT 13	POINT 14	POINT 15	POINT 16	POINT 17	POINT 18	POINT 19	POINT 20
		144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4
		144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4
		144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4	144796 B 700 4	144796 F 700 4

PC ORIGINAL PKG

CAL03747

PC ORIGINAL PKG

Coverage Plots

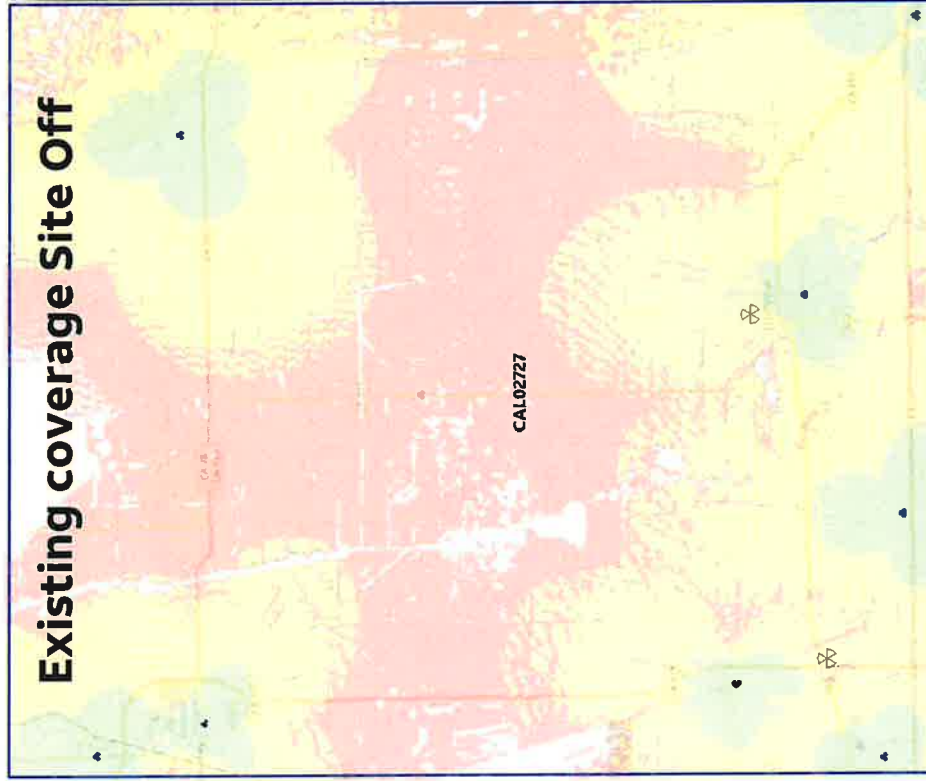


© 2019 AT&T Intellectual Property. AT&T, Globe logo, and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

CAL03747



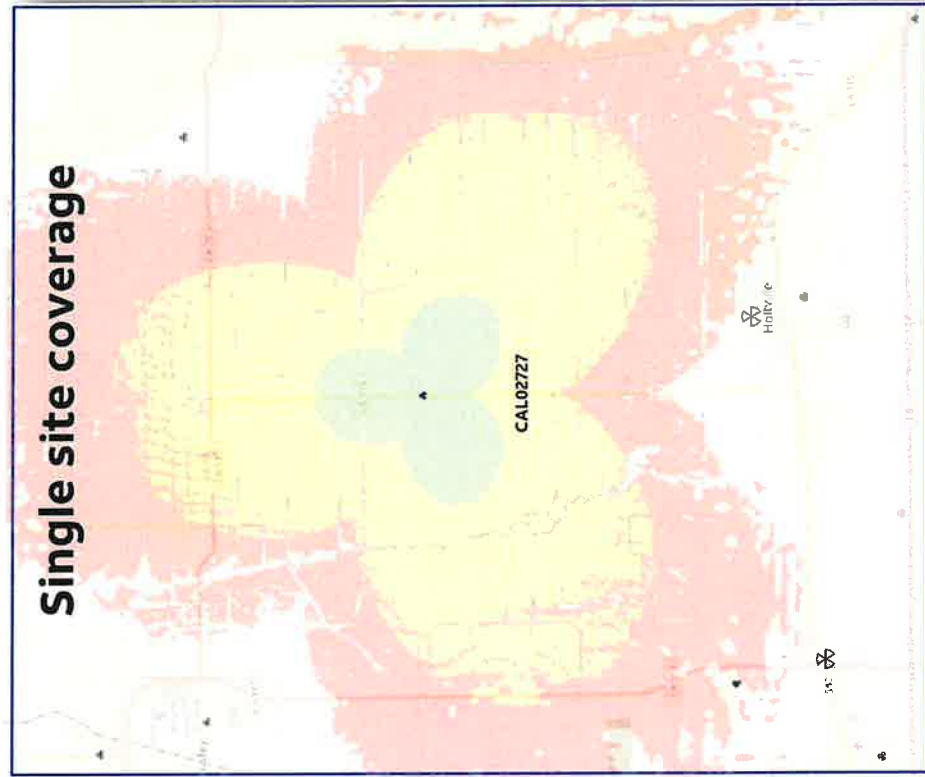
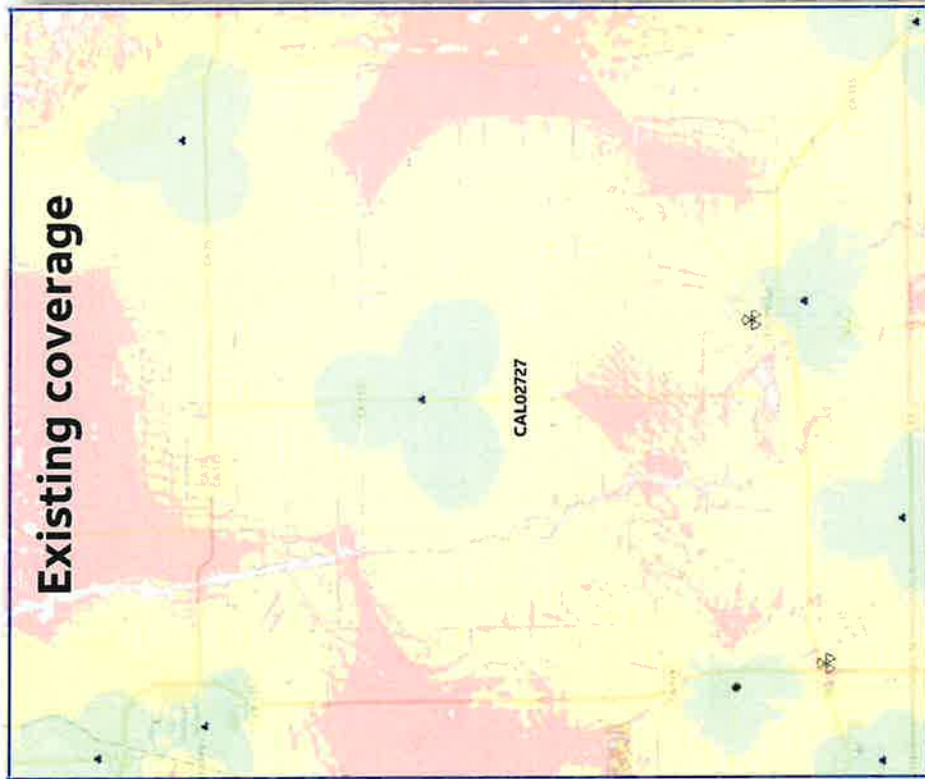
Good
Fair
Poor



PC ORIGINAL PKG



CAL03747



Attachment “J”
NOI Comment Letters

PC ORIGINAL PKG



IID

A century of service.

www.iid.com

Since 1911

November 27, 2023

RECEIVED

By Imperial County Planning & Development Services at 11:00 am, Nov 27, 2023

Mr. Gerardo A. Quero
Planner II
Planning & Development Services Department
County of Imperial
801 Main Street
El Centro, CA 92243

SUBJECT: NOI for the Preparation of a ND CitySwitch Telecom Tower Project; IS23-001, CUP23-0011; V23-0006

Dear Mr. Quero:

On November 22, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, the Notice of Intent for the preparation of a Negative Declaration for the CitySwitch telecom tower project near Keystone Road; Initial Study No. 23-0011, Conditional Use Permit No. 23-0011, Variance No. 23-0006. The applicant proposes to install a 200 ft. monopole tower with a 10 ft. lightning rod at a 50 ft. by 50 ft. site located at 1505 East Keystone Road Brawley, CA (APN 041-200-008-000).

IID has reviewed the project information and found that the comments provided in the August 2, 2023 district letter (see attached letter) continue to apply.

Should you have any questions, please do not hesitate to contact me at 760-482-3609 or at dvargas@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,

Donald Vargas
Compliance Administrator II

Jamie Asbury – General Manager
Mike Pacheco – Manager, Water Dept.
Matthew H Smelser – Manager, Energy Dept.
Geoffrey Holbrook – General Counsel
Michael P. Kemp – Superintendent General, Fleet Services and Reg. & Environ. Compliance
Laura Cervantes. – Supervisor, Real Estate
Jessica Humes – Environmental Project Mgr. Sr., Water Dept.



A century of service.

www.iid.com

Since 1911

August 2, 2023

Mr. Luis Valenzuela
Planner I
Planning & Development Services Department
County of Imperial
801 Main Street
El Centro, CA 92243

SUBJECT: CitySwitch Telecom Tower Project CUP23-0011/V23-0006/IS23-0011

Dear Mr. Valenzuela:

On July 25, 2023, the Imperial Irrigation District received from the Imperial County Planning & Development Services Department, a request for agency comments on the telecom tower project near Keystone Road; Conditional Use Permit No. 23-0011, Variance No. 23-0006, Initial Study No. 23-0011. The applicant proposes to install a 200 ft. monopole tower with a 10 ft. lightning rod at a 50 ft. by 50 ft. site located on the southeast corner of the East Keystone Road and Highway 115 intersection, Brawley, CA (APN 041-200-008).

The IID has reviewed the application and has the following comments:

1. If the proposed communication tower requires electrical service, the applicant should be advised to contact Gabriel Ramirez, IID project development service planner, at (760) 339-9257 or e-mail Mr. Ramirez at gramirez@iid.com to initiate the customer service application process. In addition to submitting a formal application (available for download at the district website <http://www.iid.com/home/showdocument?id=12923>), the applicant will be required to submit an AutoCAD file of site plan, approved electrical plans, electrical panel size and panel location, operating voltage, electrical loads, project schedule, and the applicable fees, permits, easements and environmental compliance documentation pertaining to the provision of electrical service to the project. The applicant shall be responsible for all costs and mitigation measures related to providing electrical service to the project.
2. Electrical capacity is limited in the project area. A circuit study may be required. Any system improvements or mitigation identified in the circuit study to enable the provision of electrical service to the project shall be the financial responsibility of the applicant.
3. Applicant shall provide a surveyed legal description and an associated exhibit certified by a licensed surveyor for all rights of way deemed by IID as necessary to accommodate the project electrical infrastructure. Rights-of-Way and easements shall be in a form acceptable to and at no cost to IID for installation, operation, and maintenance of all electrical facilities.
4. IID water facilities impacted include Orient Drain.

5. To insure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. IID WDES Section can be contacted at (760) 339-9265 for additional information.
6. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at <https://www.iid.com/about-iid/department-directory/real-estate>. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements. No foundations or buildings will be allowed within IID's right of way.
7. The applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (Irrigation, Drainage, Power, etc.) needs.
8. Should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the applicant's expense.
9. An IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains, and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
10. In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of ways to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
11. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation, environmental impact analysis and mitigation. Failure

Luis Valenzuela
August 2, 2023
Page 3

to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully analyzed. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

Should you have any questions, please do not hesitate to contact me at 760-482-3609 or at dvargas@iid.com. Thank you for the opportunity to comment on this matter.

Respectfully,



Donald Vargas
Compliance Administrator II

Sergio Quiroz – Interim General Manager
Mike Pacheco – Manager, Water Dept.
Jamie Asbury – Manager, Energy Dept.
Matthew H Smelser – Deputy Mgr. Energy Dept.
Daryl Buckley – Mgr. of Distribution Svcs. & Maint. 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.

PC ORIGINAL PKG



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,

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
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
F + 561.995.7626

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

PC ORIGINAL PKG

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.

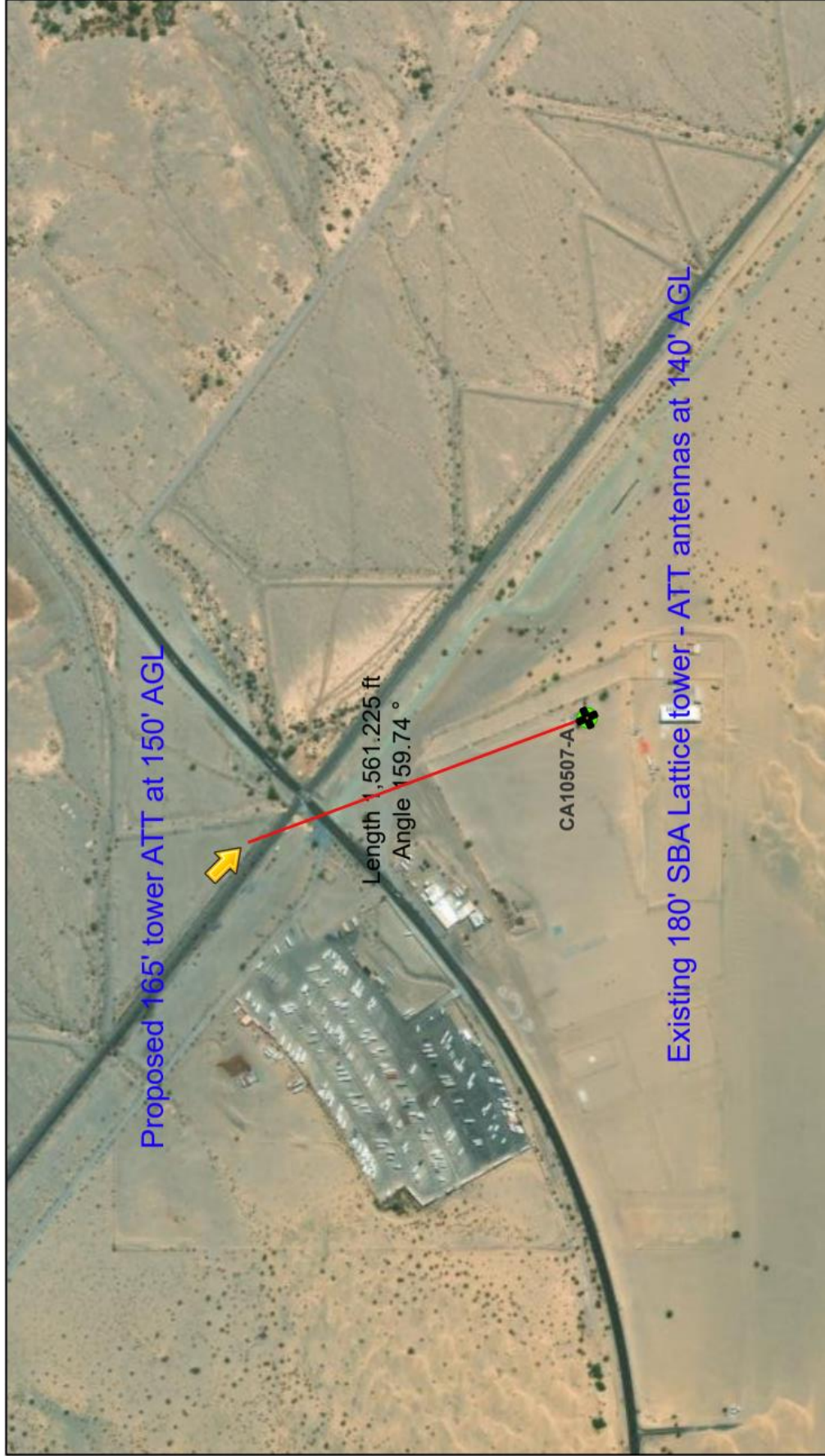
We look forward to continuing to work with AT&T and Imperial County to provide access to wireless networks via SBA's telecommunications infrastructure.

Very sincerely yours,

Markella Markouizos

Markella Markouizos
Site Marketing Manager, Site Leasing

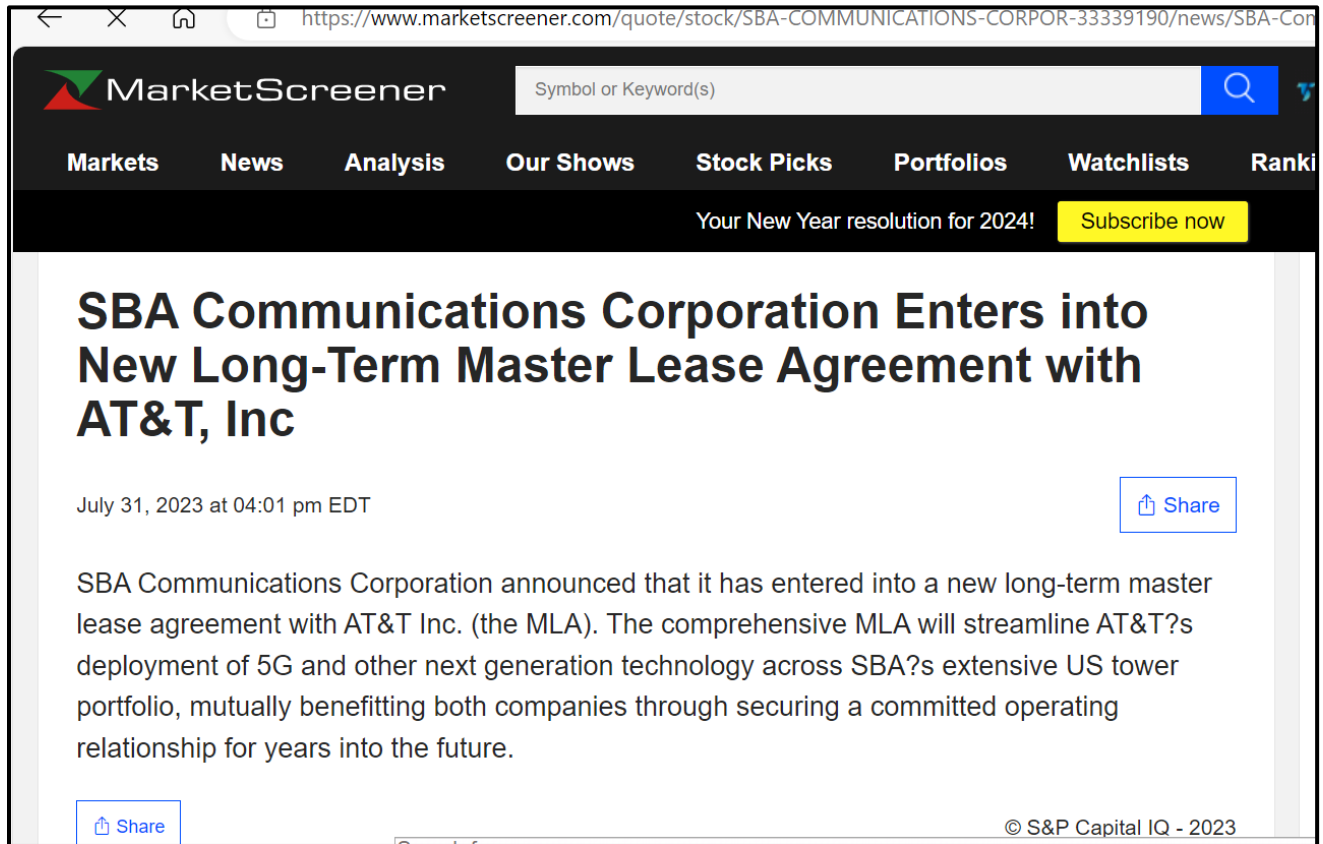
Tower Separation Distance 1,561 feet



View near the Proposed Tower Looking Southeast
Towards the Existing SBA Tower



MLA Agreement Between SBA and AT&T Announced



The screenshot shows a web browser displaying 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 bottom of the navigation area reads "Your New Year resolution for 2024!" with a yellow "Subscribe now" button.

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](#) © S&P Capital IQ - 2023

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.

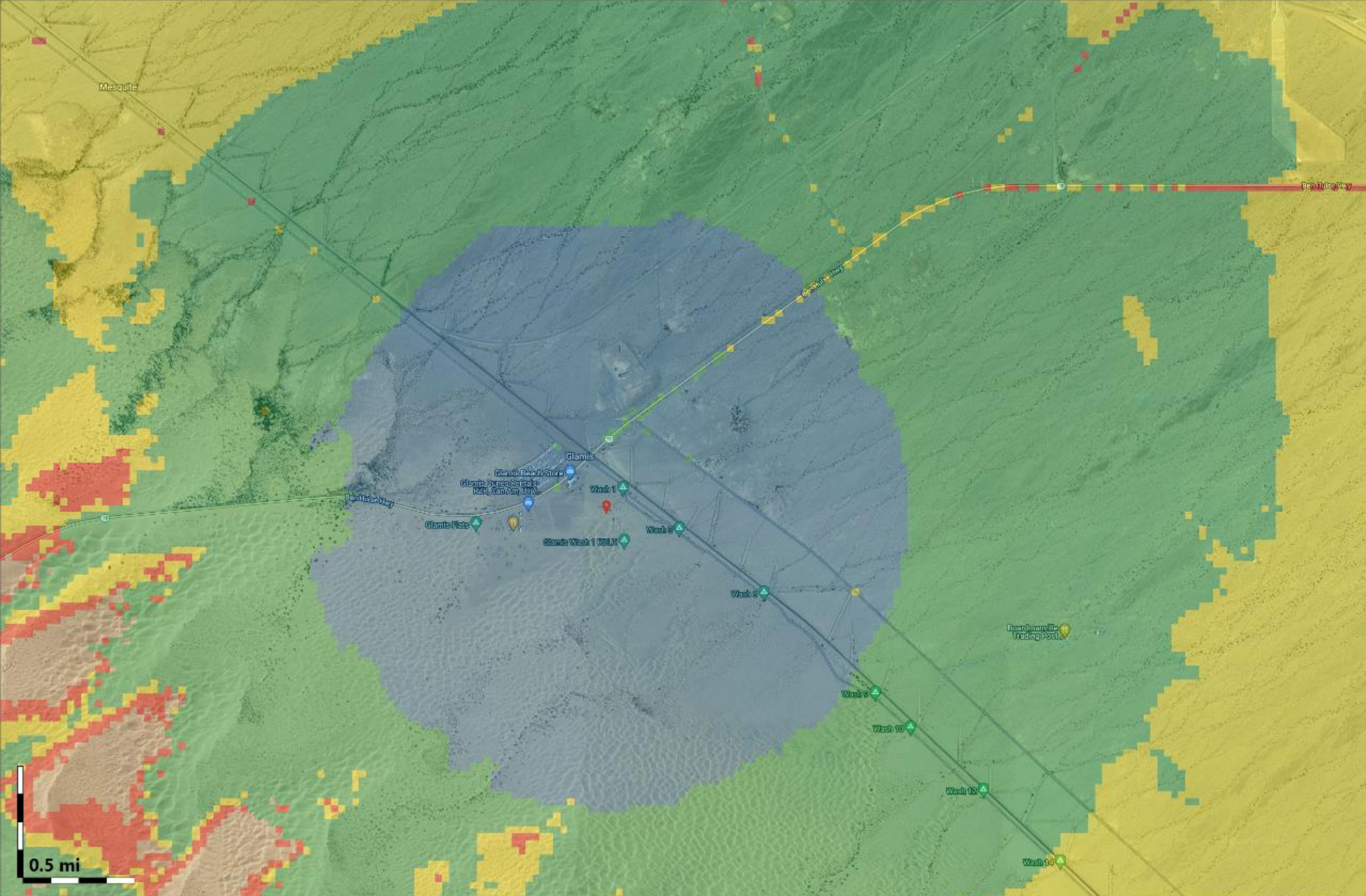
A comparison of coverage performance for each site is based on low band (700 and 850 MHz) and high band (1900 and 2100 MHz) prediction results. Radiowave propagation conditions between these bands differ because of terrain and ground clutter (e.g. vegetation) effects at different frequencies. Generally, 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.

PC ORIGINAL PKG



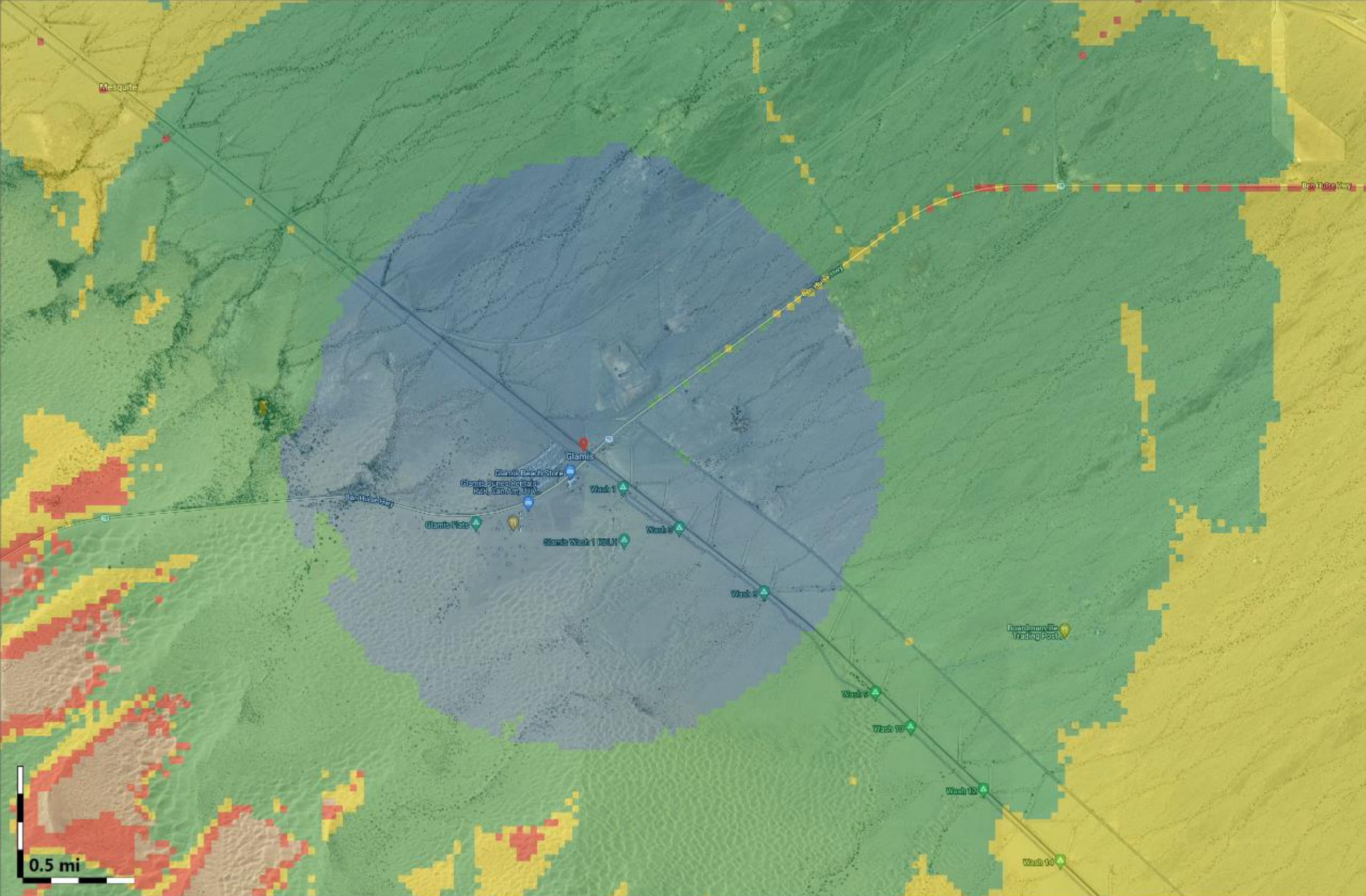
Existing Site
700 MHz Coverage

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



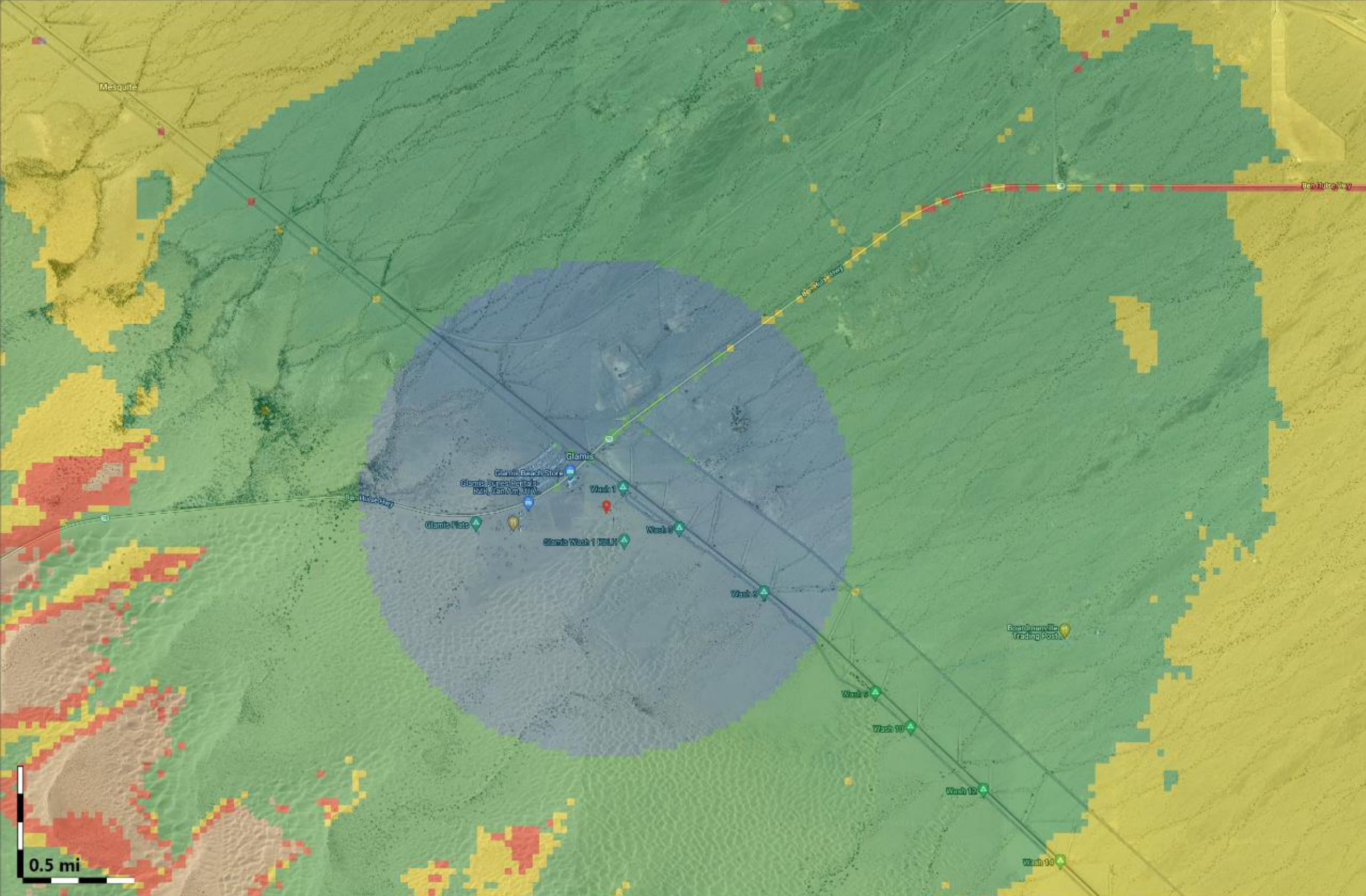
Proposed Site
700 MHz Coverage

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

PC ORIGINAL PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



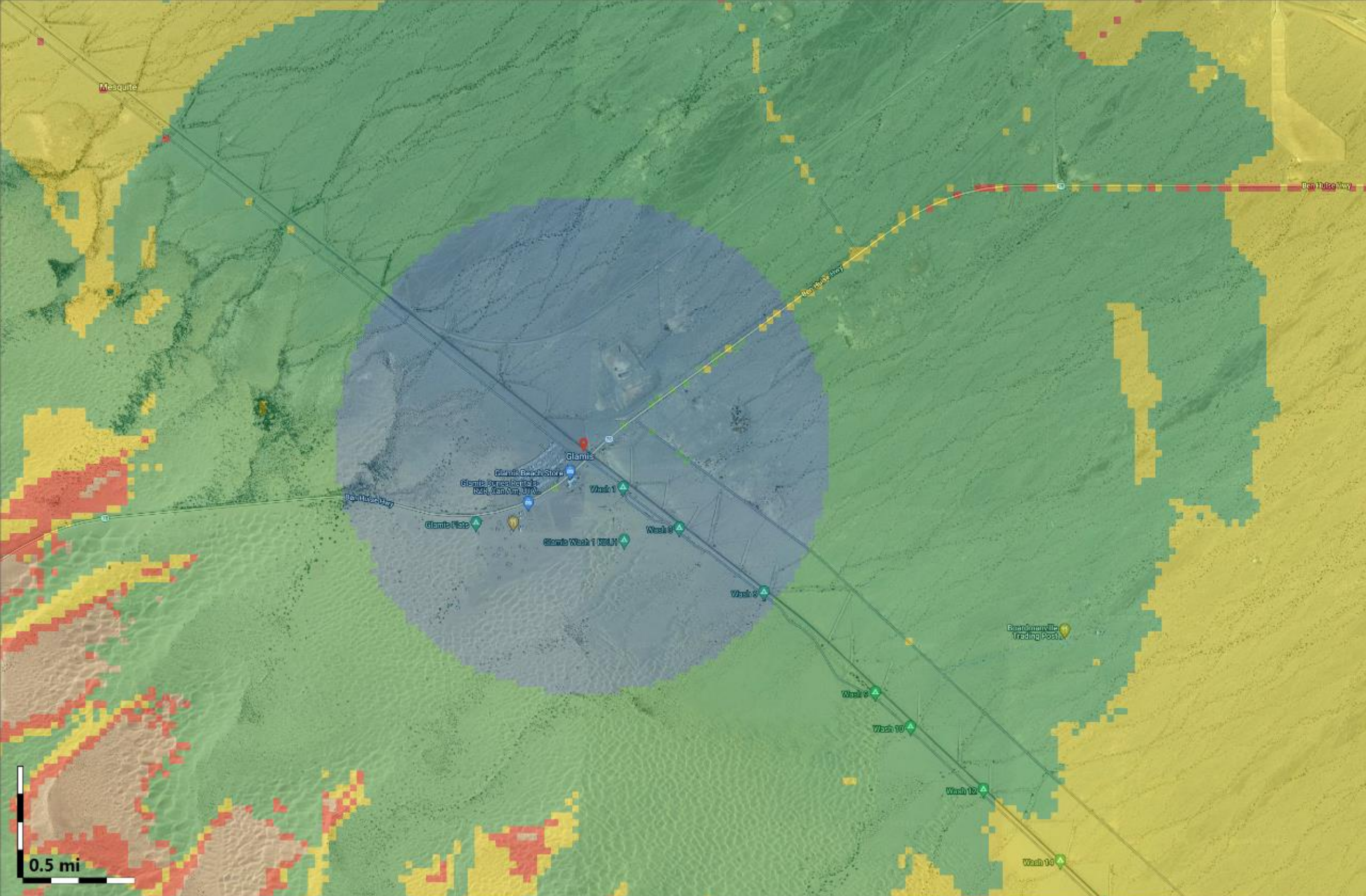
Existing Site
850 MHz Coverage

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 PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



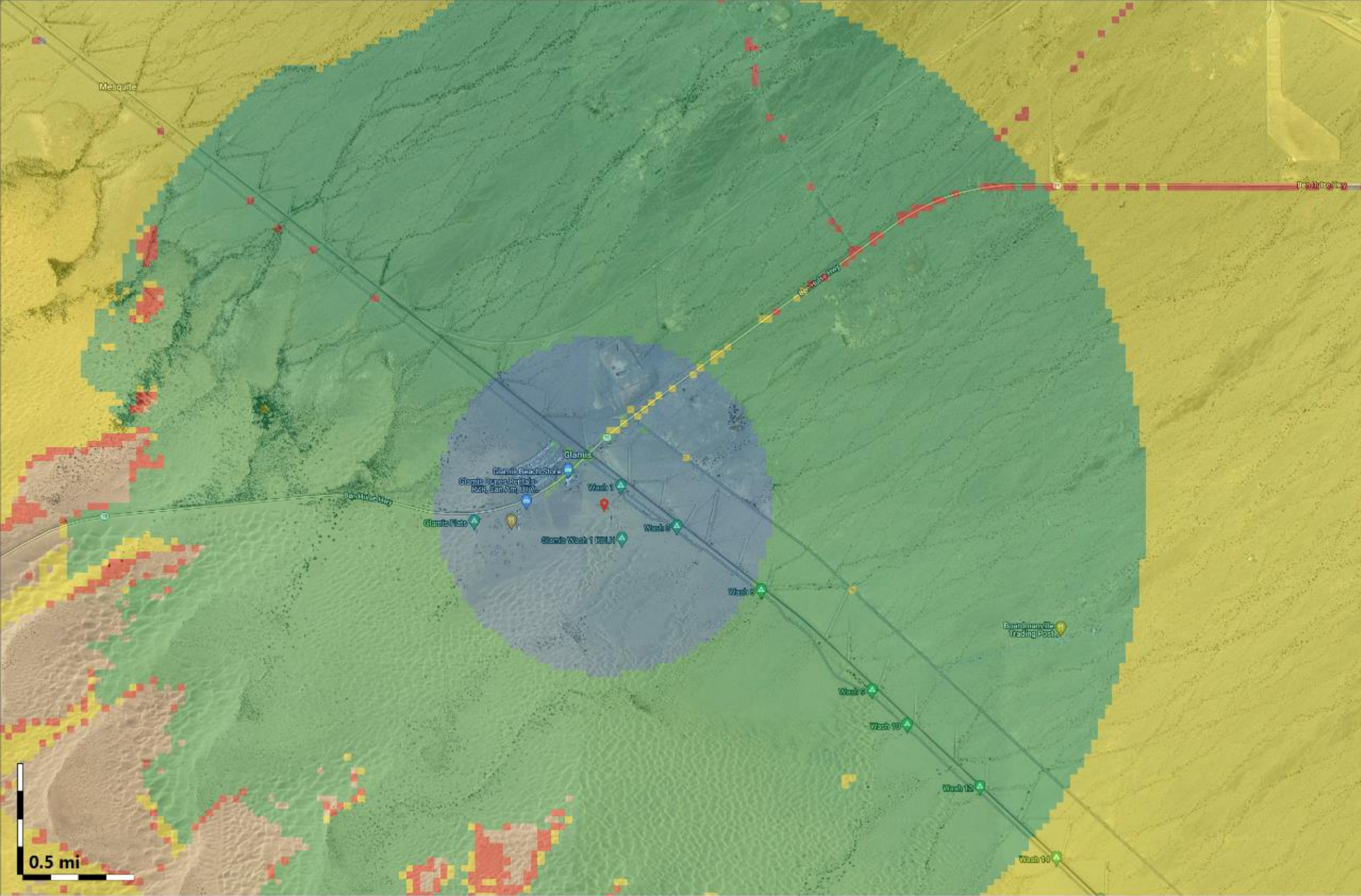
Proposed Site
850 MHz Coverage

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



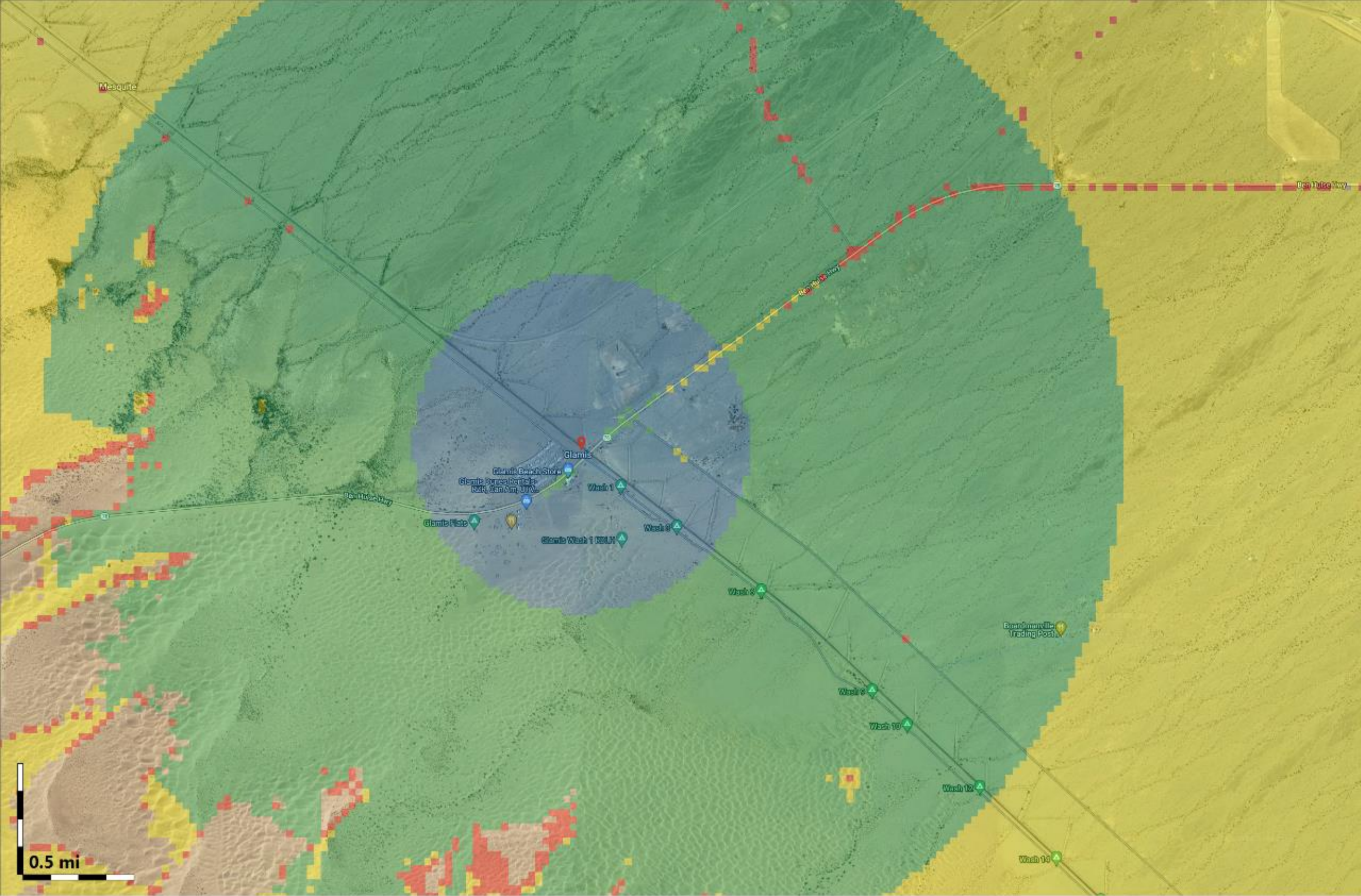
Existing Site
1900 MHz Coverage

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 PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



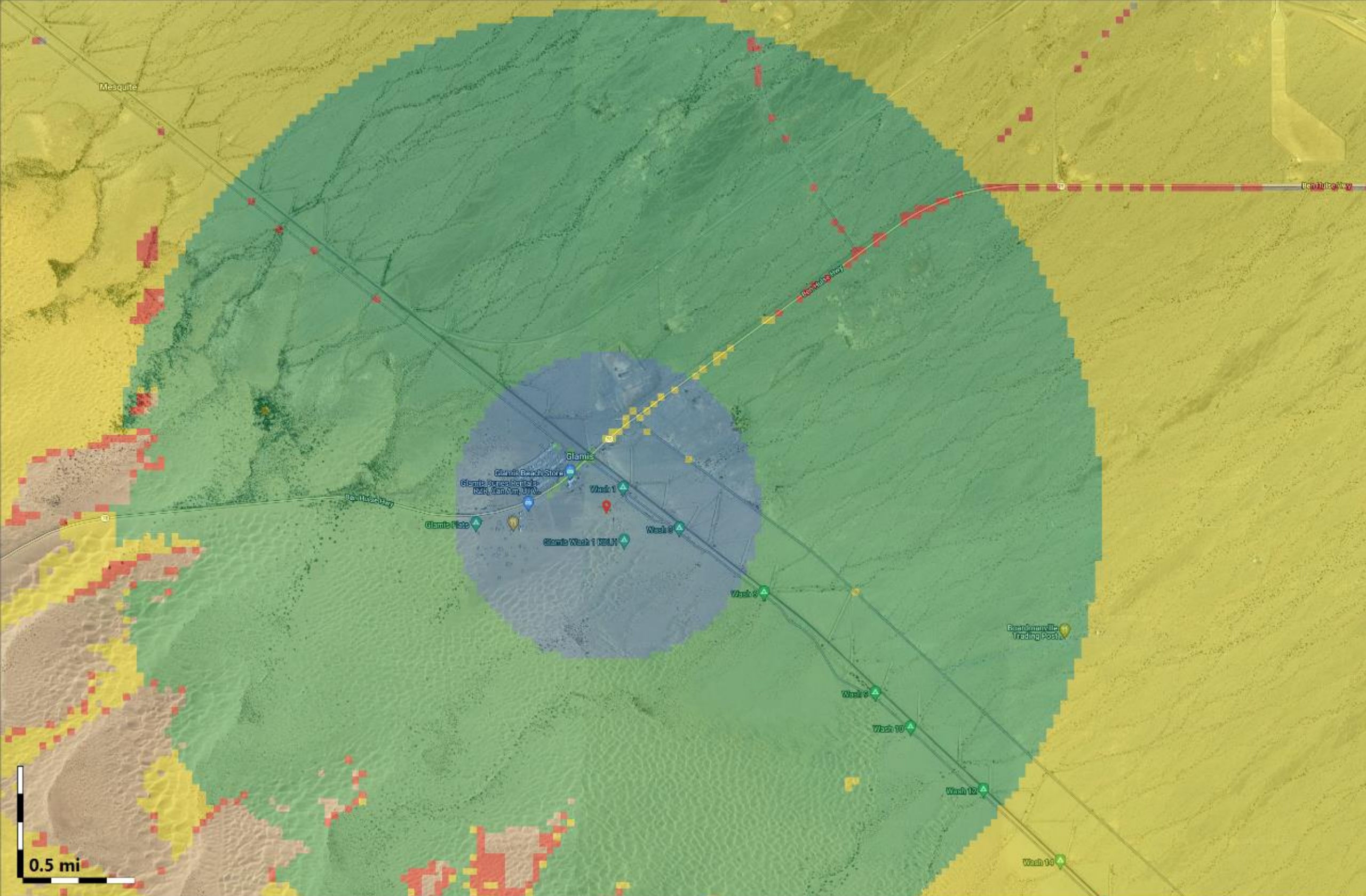
Proposed Site
1900 MHz Coverage

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



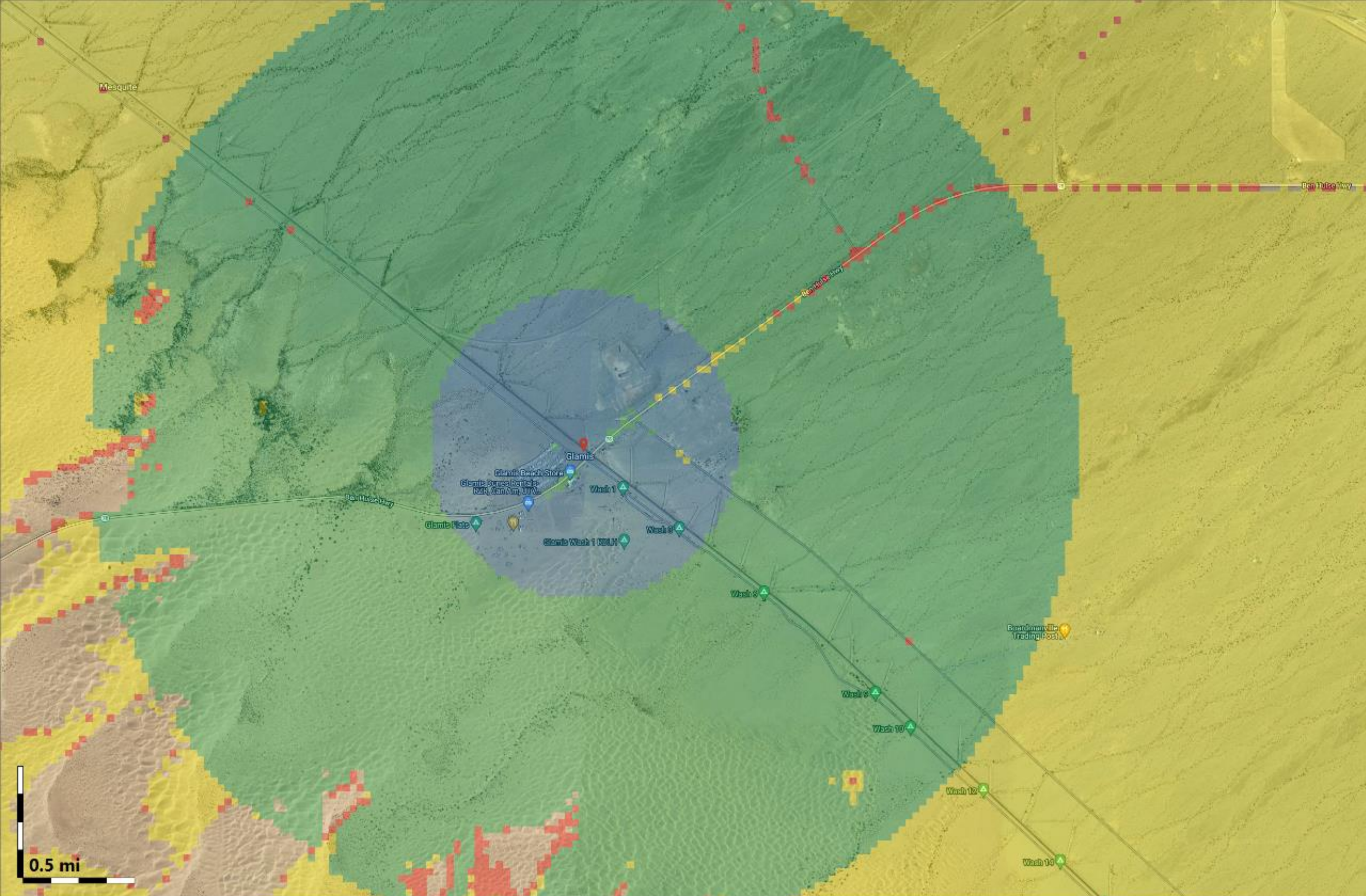
Existing Site
2100 MHz Coverage

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 PKG

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



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
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

PC ORIGINAL PKG

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.

PC ORIGINAL PKG

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



PC ORIGINAL PKG

MLA Agreement Between SBA and AT&T Announced

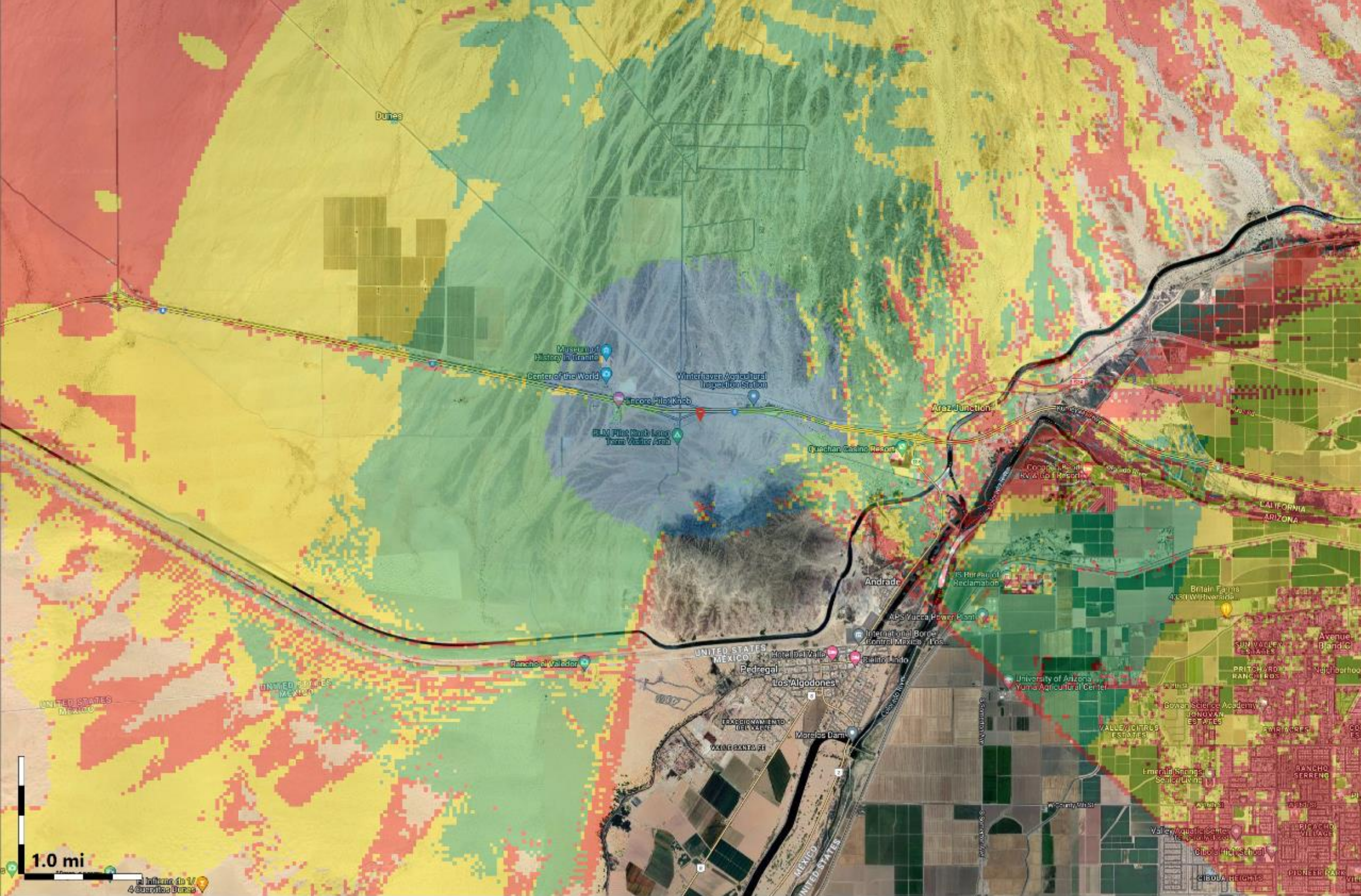
The screenshot shows a news article on the MarketScreener website. The URL in the browser is <https://www.marketscreener.com/quote/stock/SBA-COMMUNICATIONS-CORPOR-33339190/news/SBA-Cor>. The MarketScreener logo is in the top left, and a search bar with the placeholder text "Symbol or Keyword(s)" is in 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!" and "Subscribe now".

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](#) © S&P Capital IQ - 2023



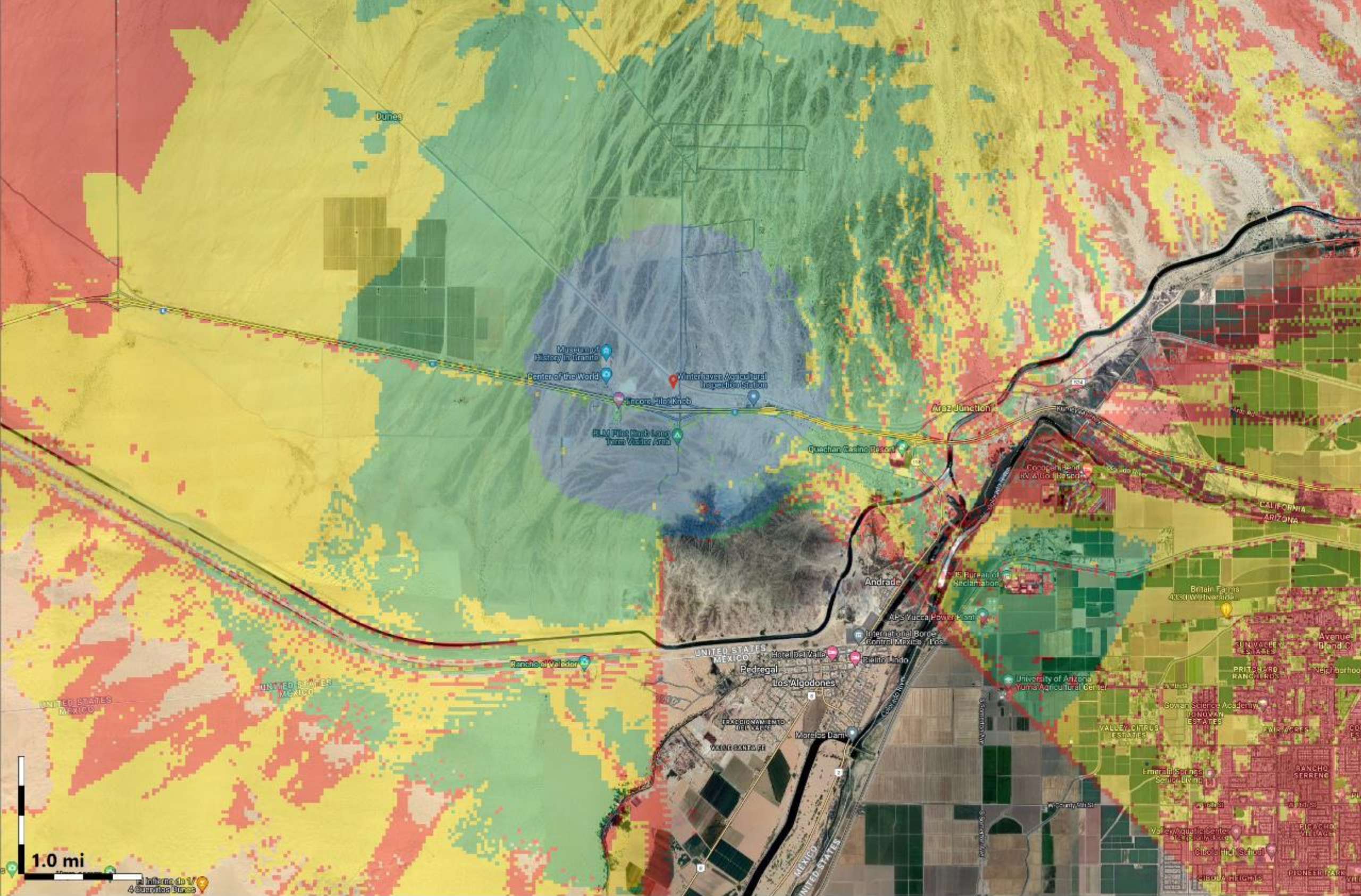
Existing Site
700 MHz Coverage

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 PNG



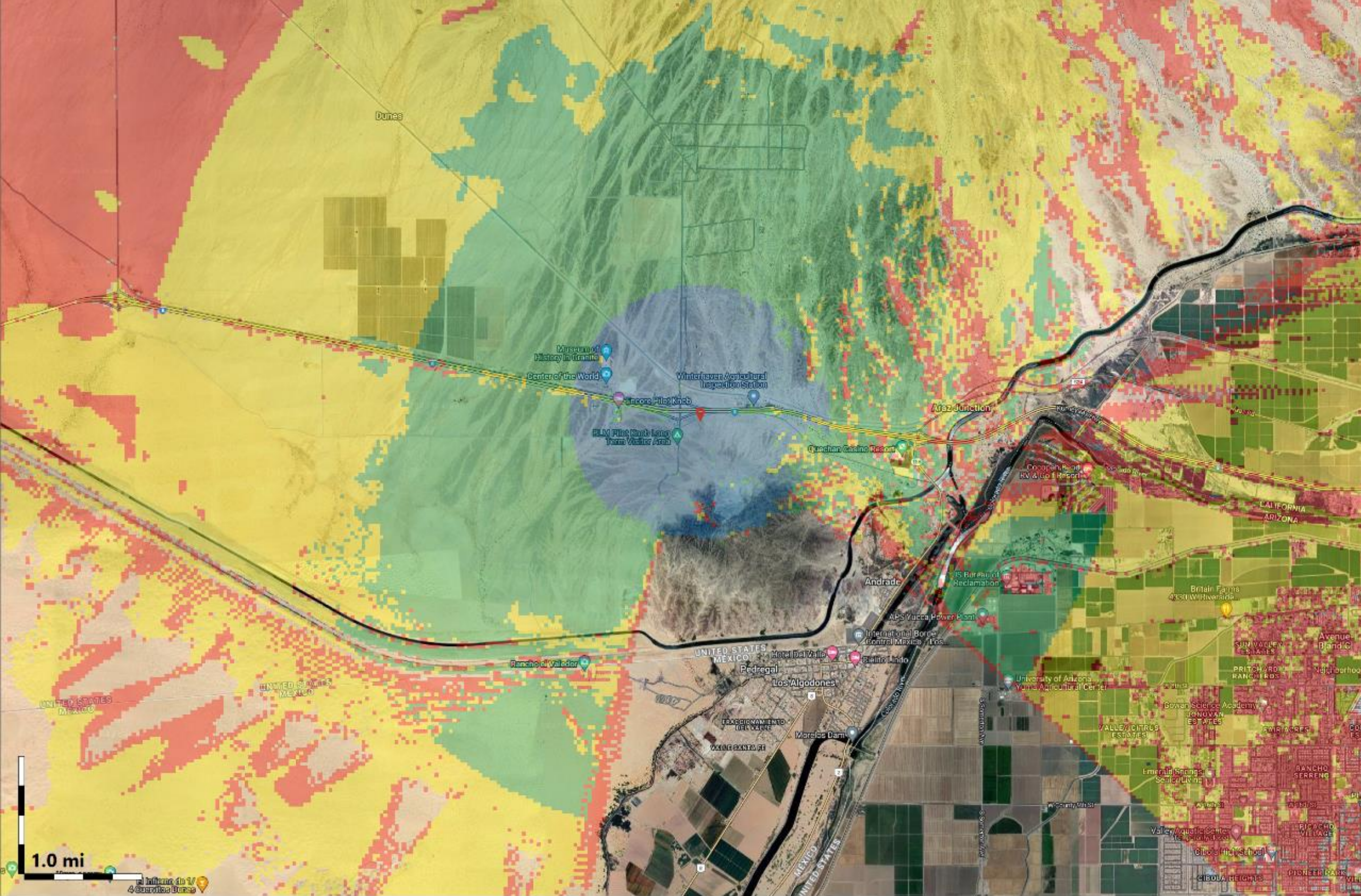
**Proposed Site
700 MHz Coverage**

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 PNG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



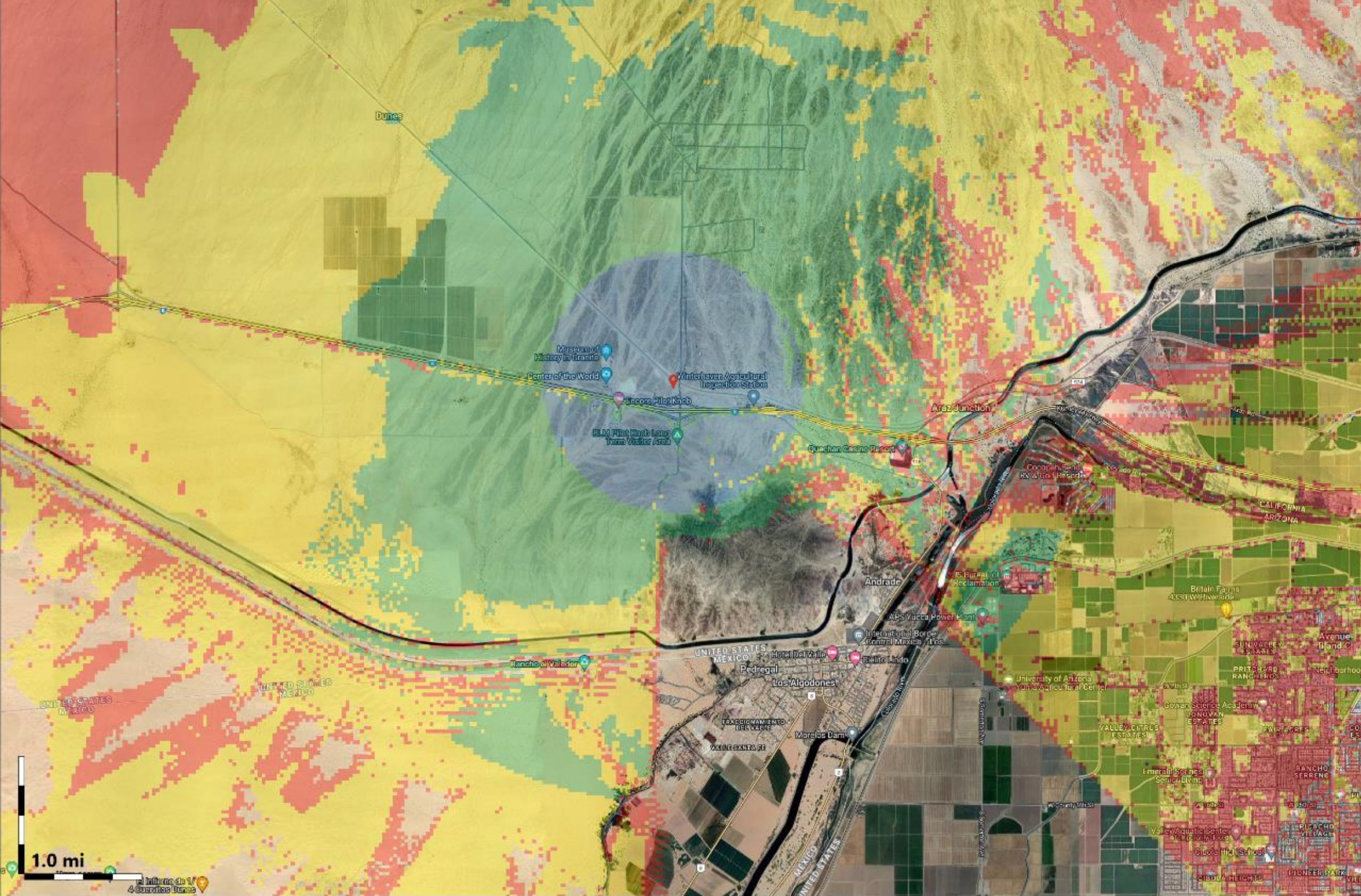
Existing Site
850 MHz Coverage

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:				
$\lt -100\text{ dBm}$	$\ge -100\text{ dBm}$	$\ge -90\text{ dBm}$	$\ge -80\text{ dBm}$	$\ge -70\text{ dBm}$



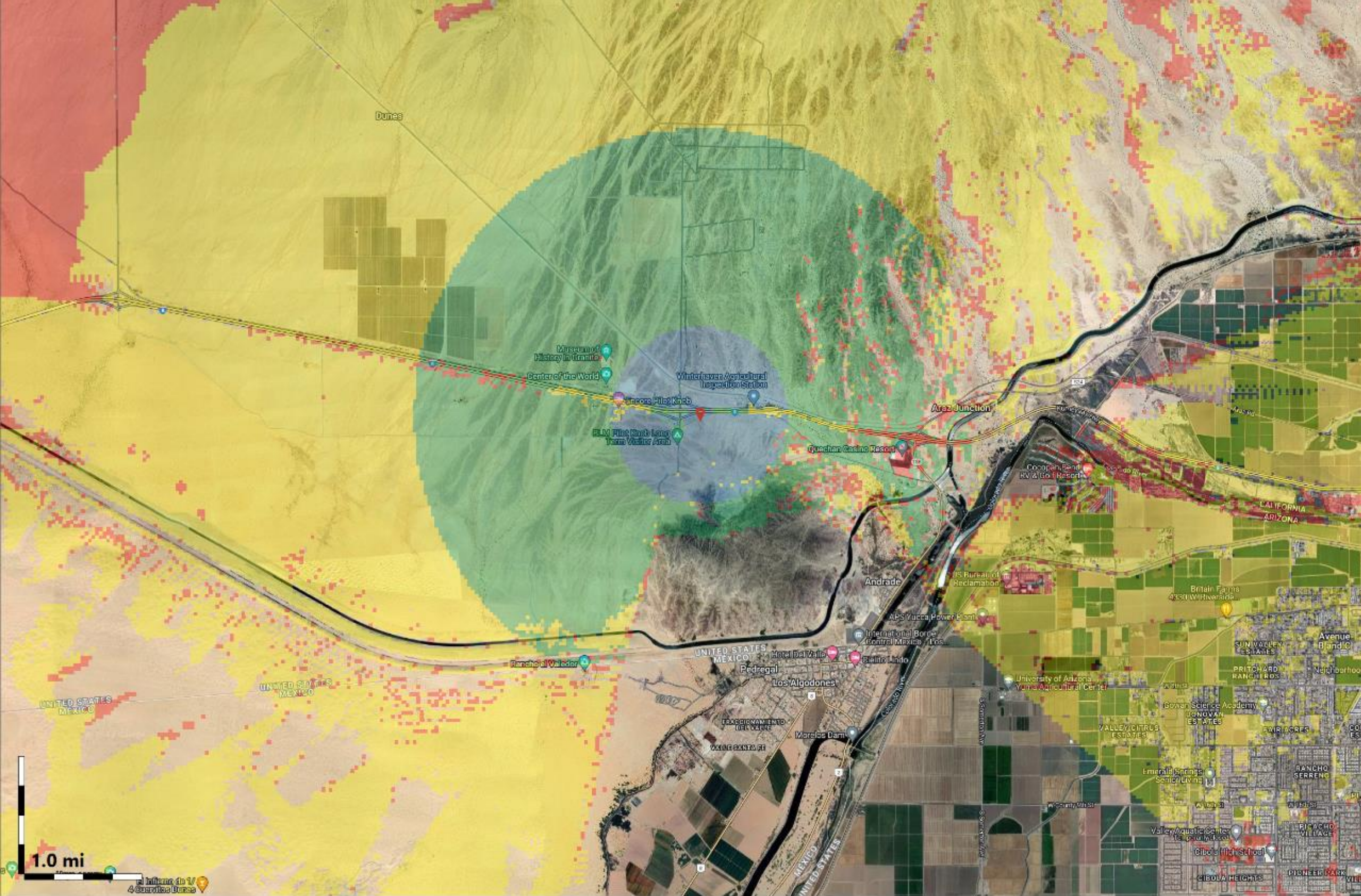
**Proposed Site
850 MHz Coverage**

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 PKG

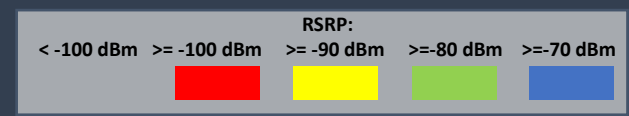
RSRP:				
< -100 dBm	≥ -100 dBm	≥ -90 dBm	≥ -80 dBm	≥ -70 dBm



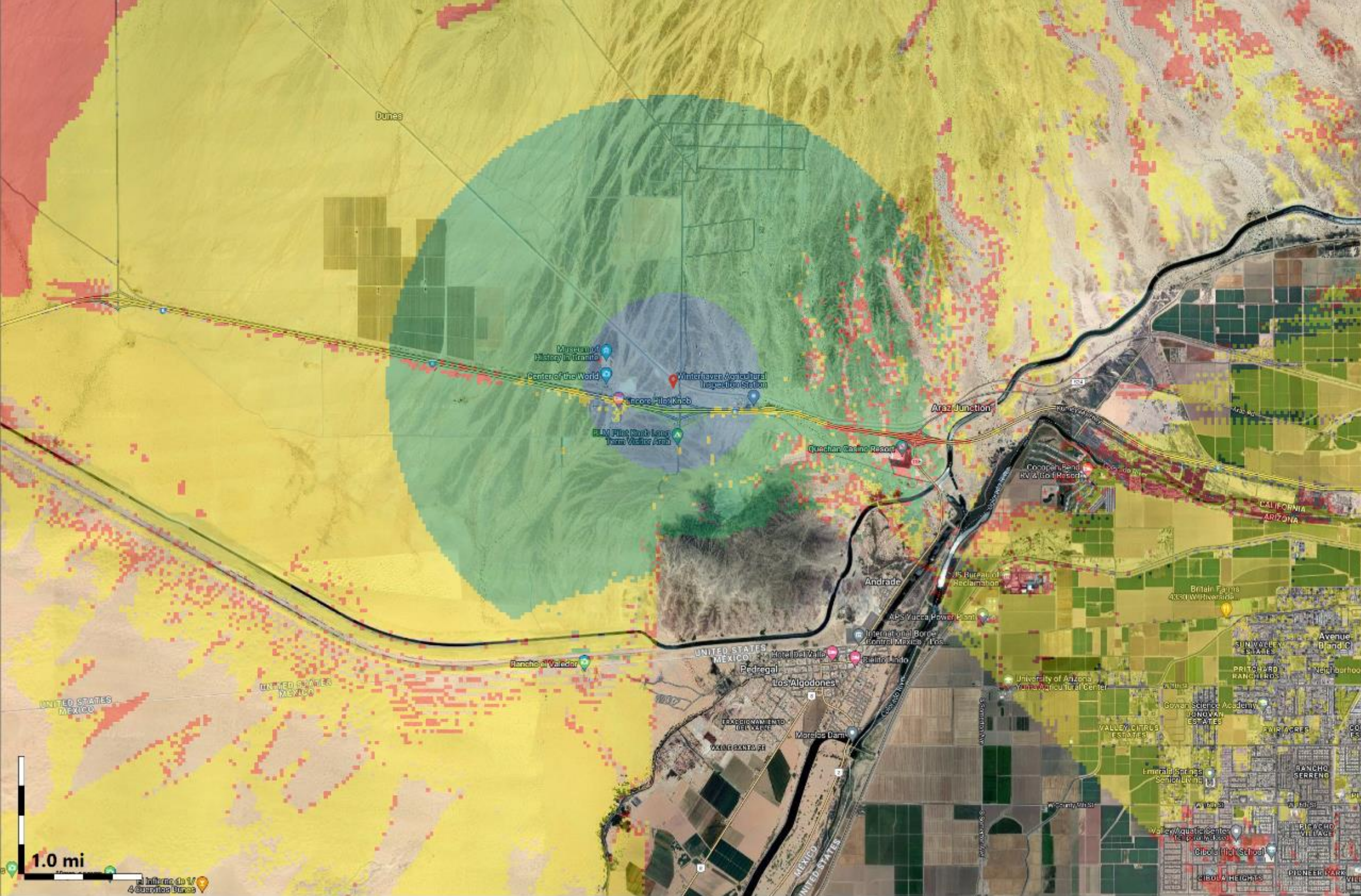
Existing Site
1900 MHz Coverage

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



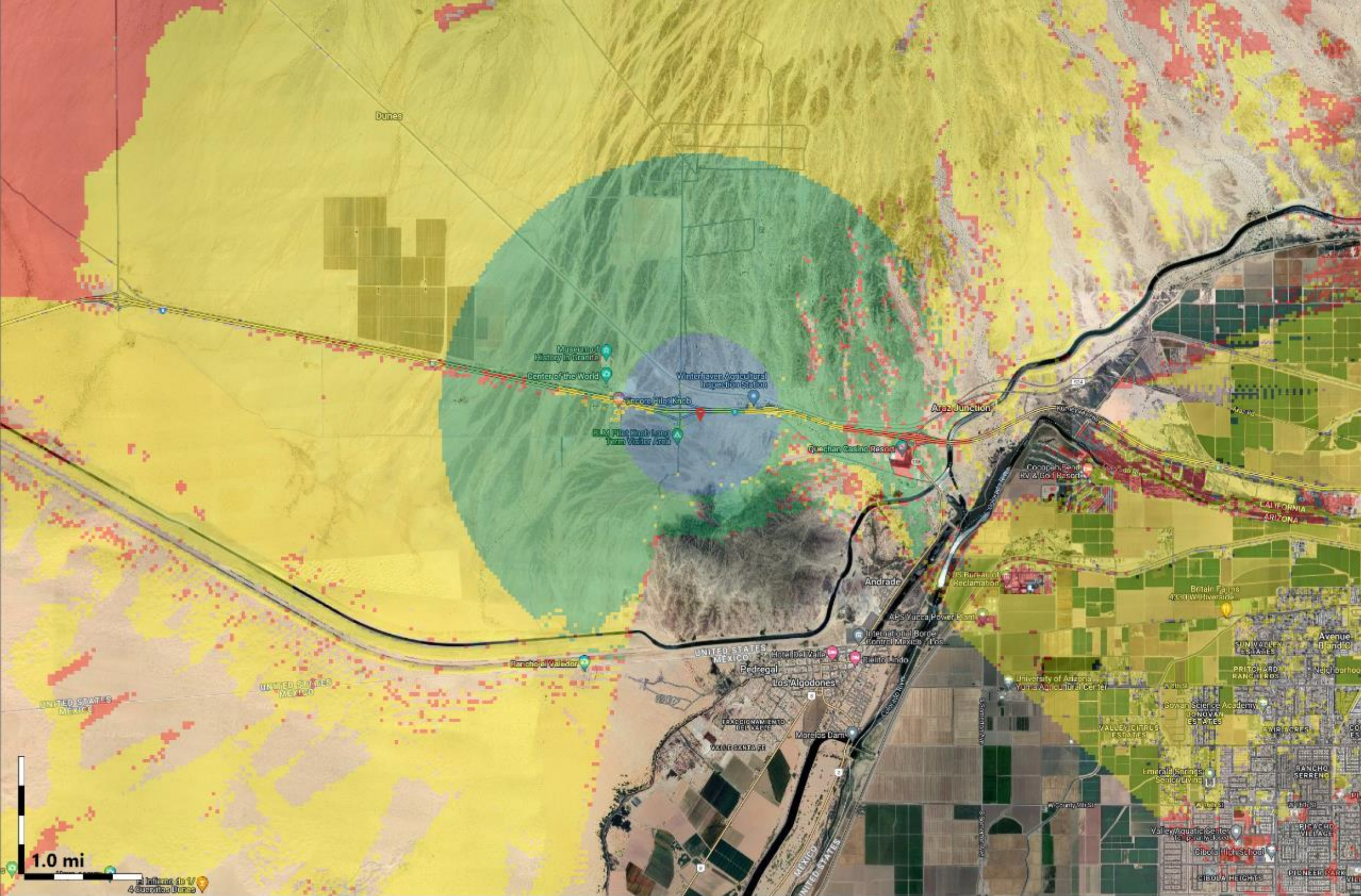
**Proposed Site
1900 MHz Coverage**

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

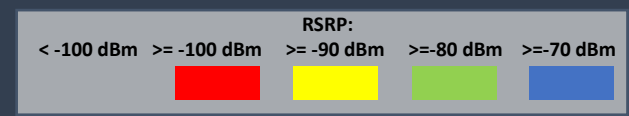


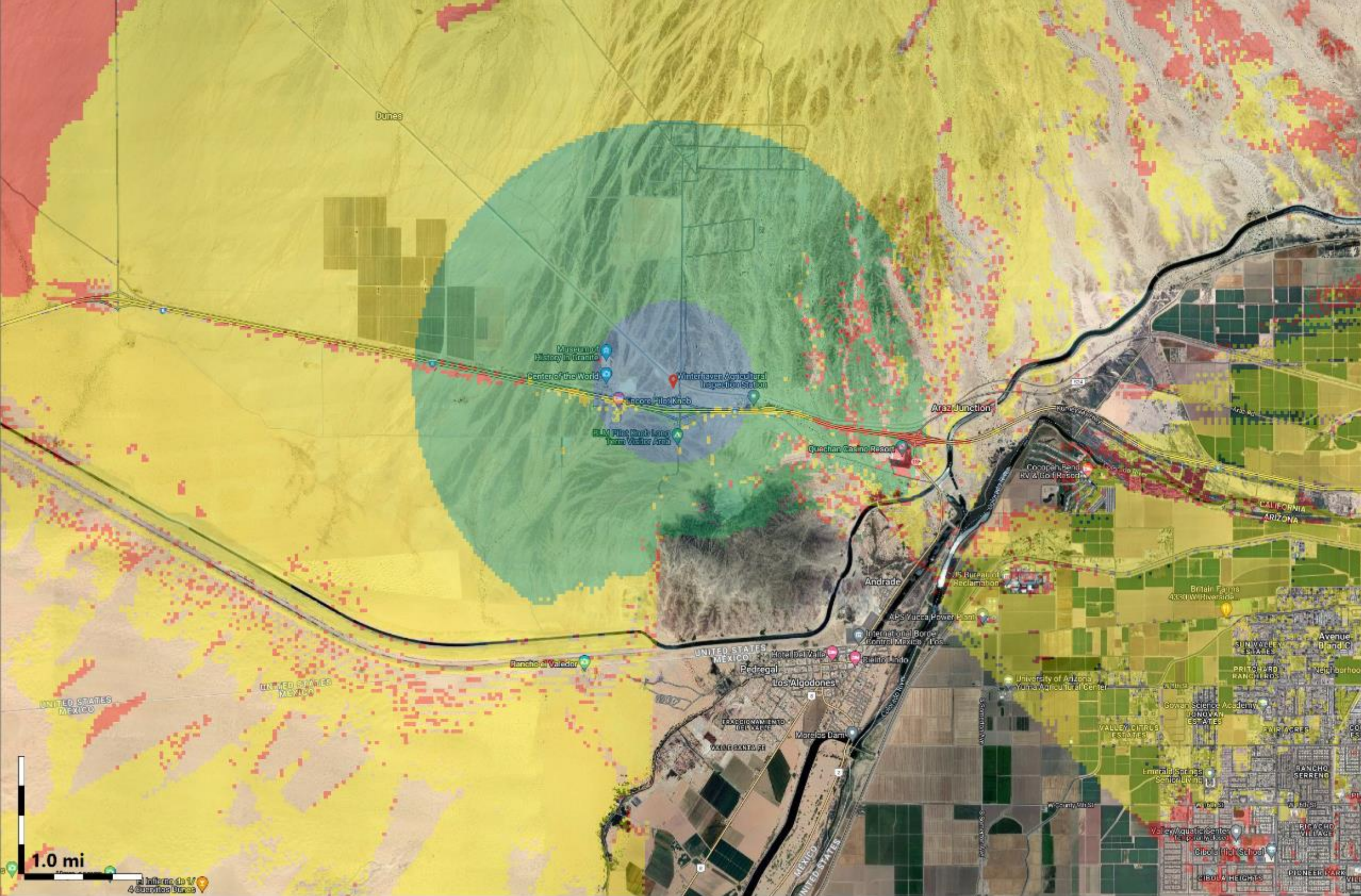
Existing Site
2100 MHz Coverage

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





**Proposed Site
2100 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 PKG

RSRP:				
< -100 dBm	>= -100 dBm	>= -90 dBm	>= -80 dBm	>= -70 dBm



SBA Communications Corporation
8051 Congress Avenue
Boca Raton, FL 33487-1307

T + 561.995.7670
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

PC ORIGINAL PKG

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



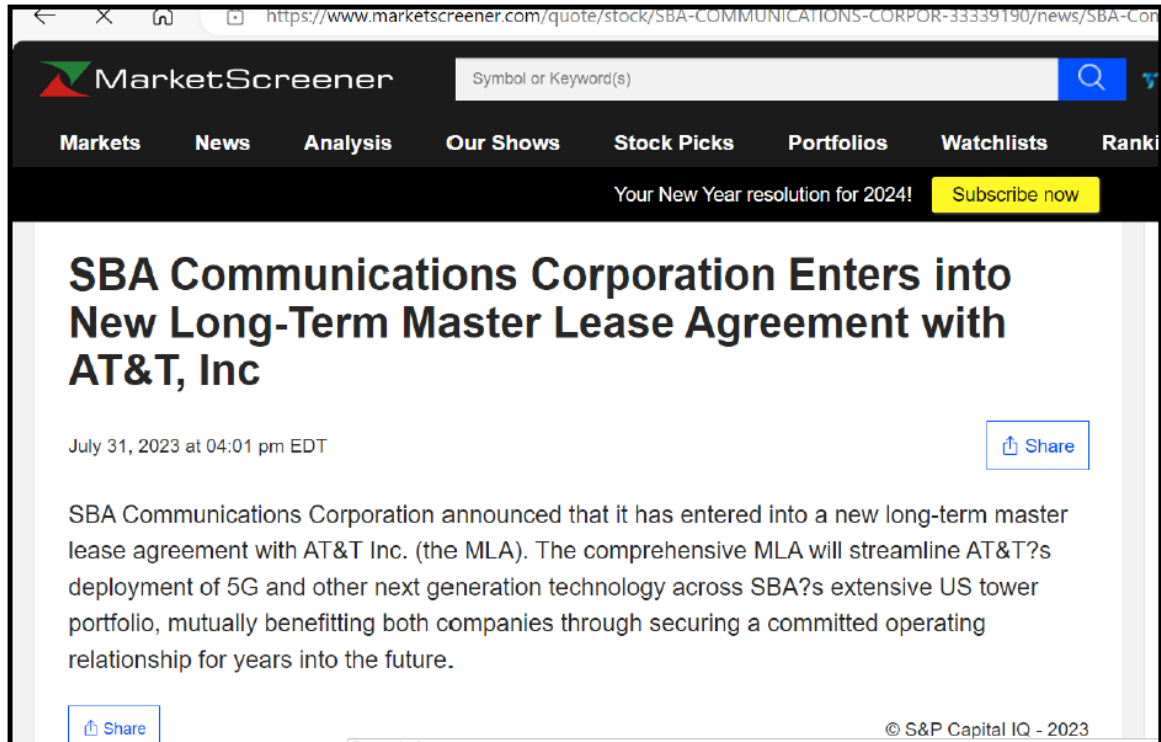
Looking south near the proposed tower location towards the existing 183' SBA tower

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 area 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. A copyright notice '© S&P Capital IQ - 2023' is located at the bottom right of the article content area.

MarketScreener

Symbol or Keyword(s)

Markets News Analysis Our Shows Stock Picks Portfolios Watchlists Ranki

Your New Year resolution for 2024! [Subscribe now](#)

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](#) © S&P Capital IQ - 2023

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.

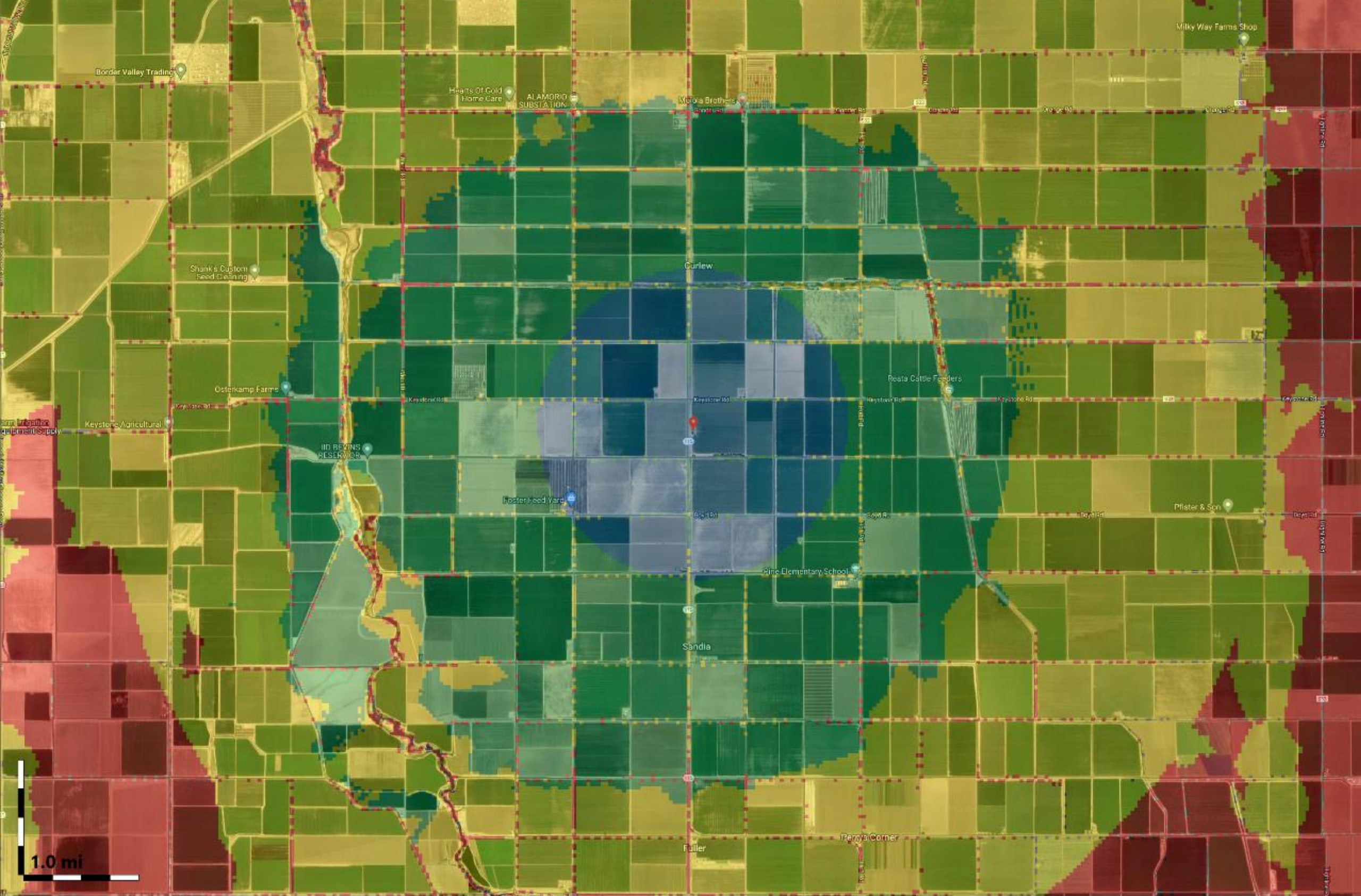
A comparison of coverage performance for each site is based on low band (700 and 850 MHz) and high band (1900 and 2100 MHz) prediction results. Radiowave propagation conditions between these bands differ because of terrain and ground clutter (e.g. vegetation) effects at different frequencies. Generally, 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.

PC ORIGINAL PKG



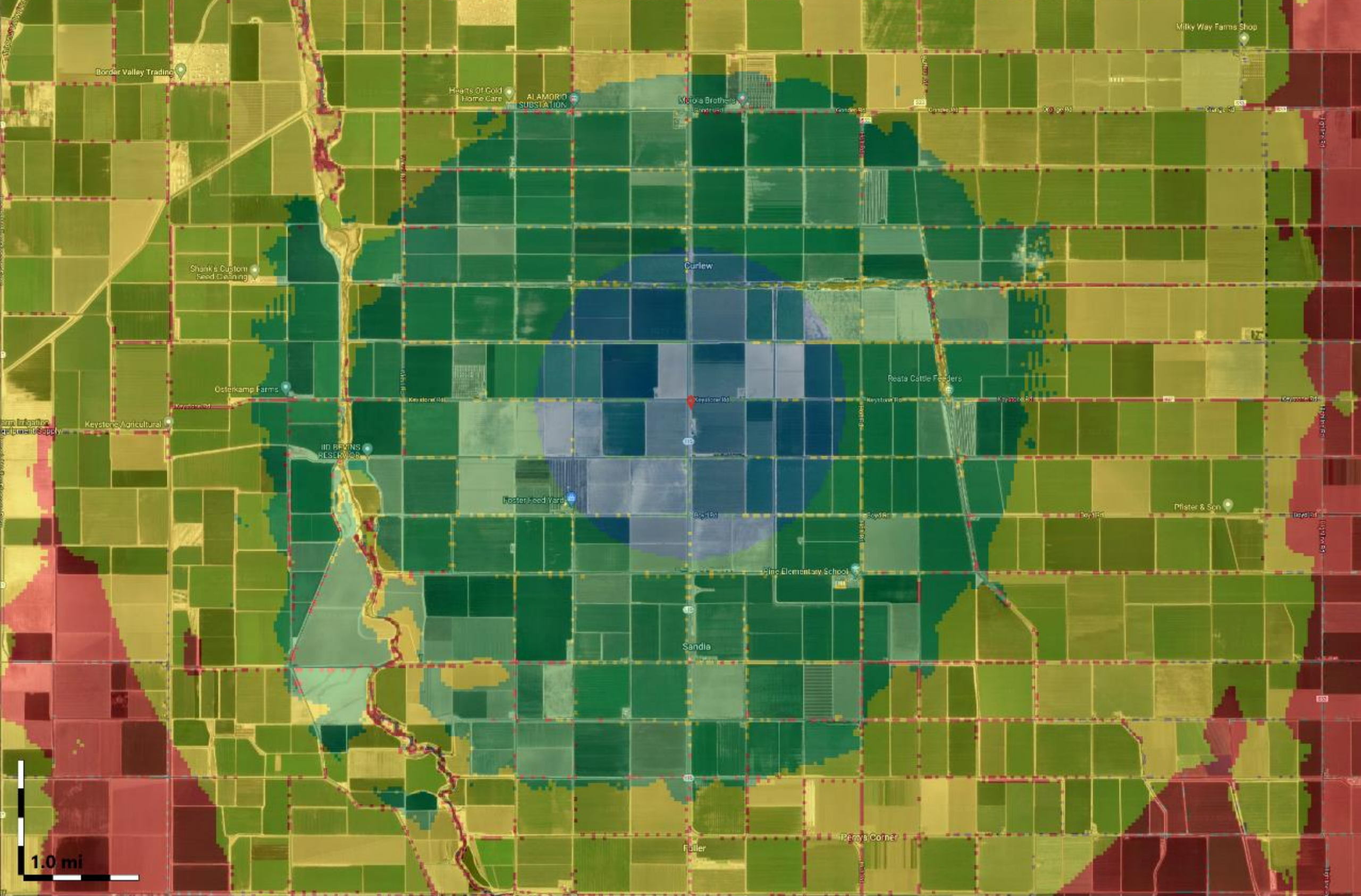
Existing Site
700 MHz Coverage

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

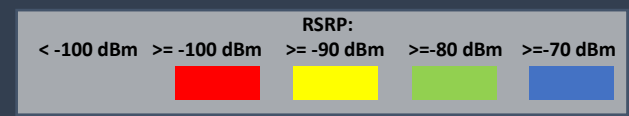


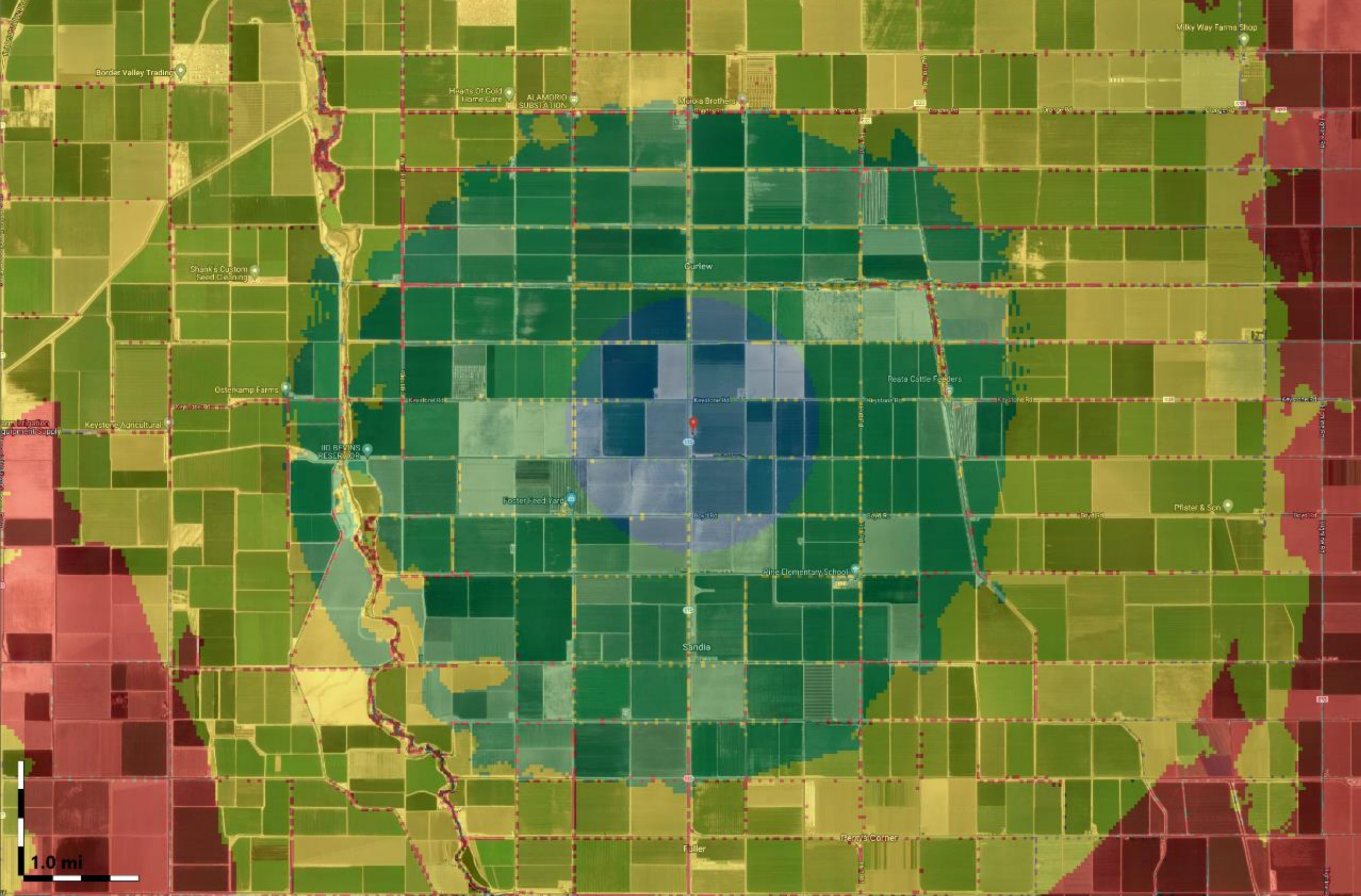
Proposed Site
700 MHz Coverage

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





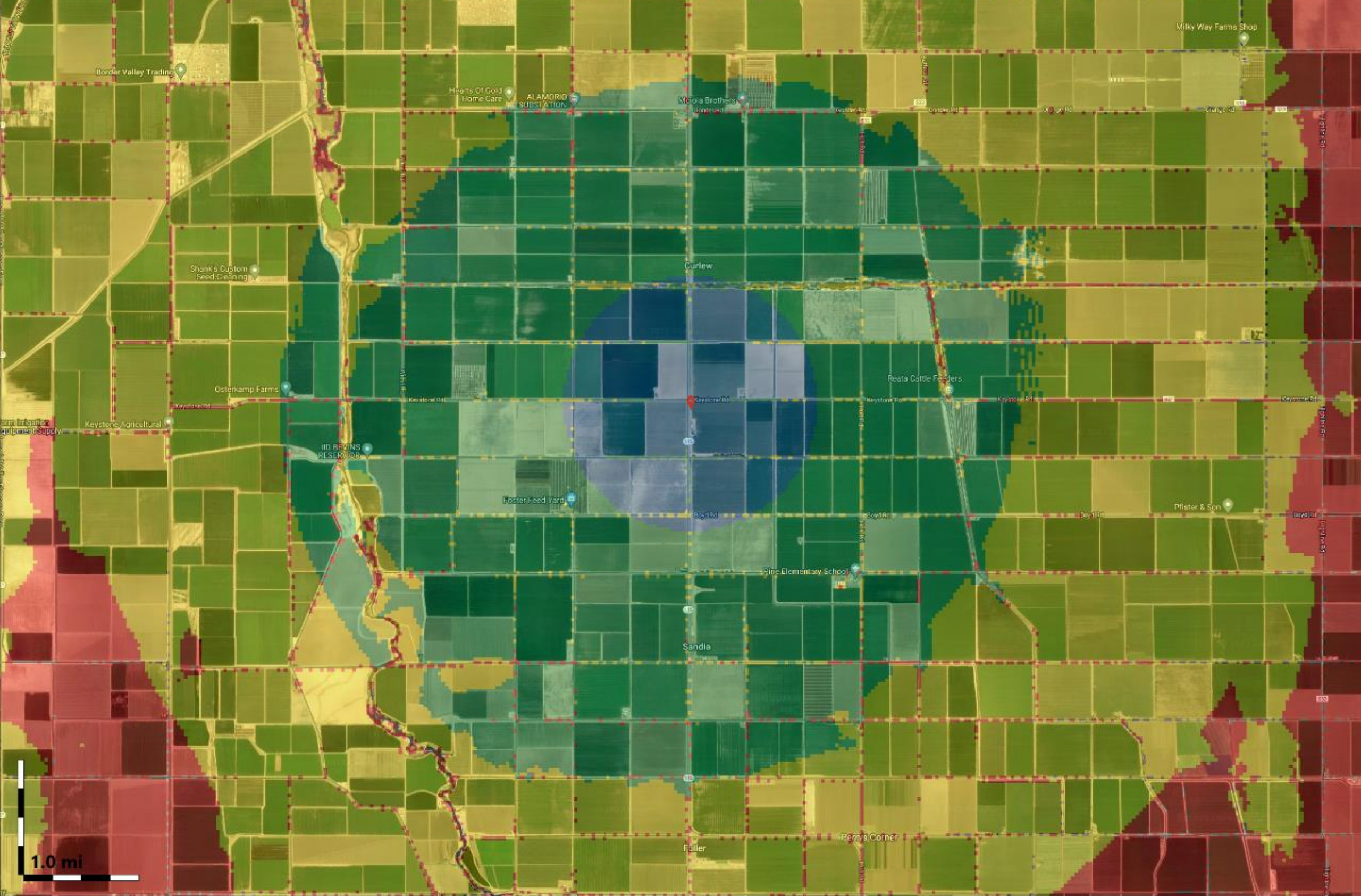
Existing Site
850 MHz Coverage

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

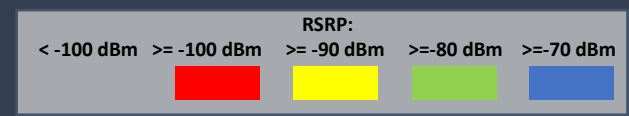


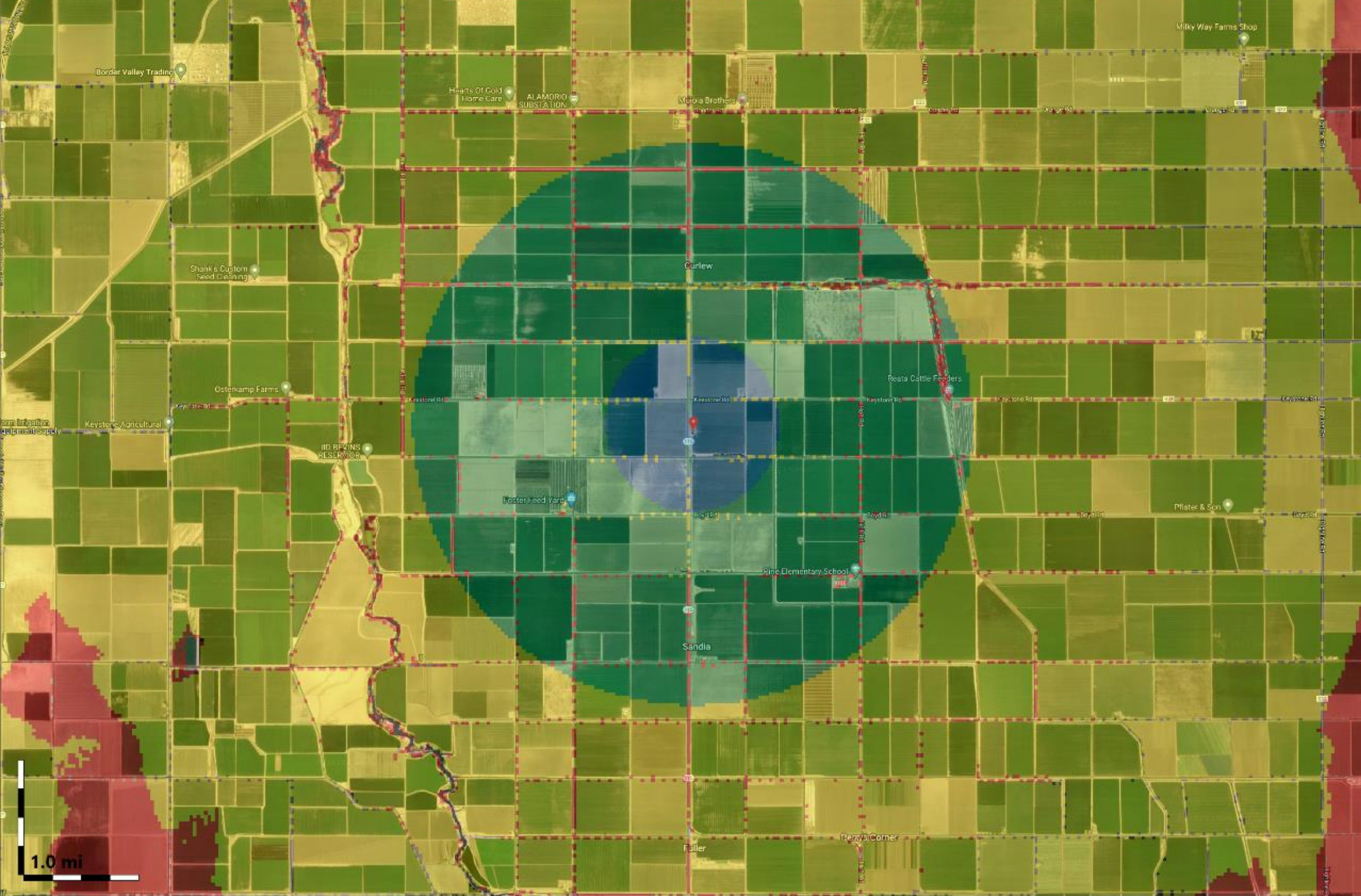
Proposed Site
850 MHz Coverage

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



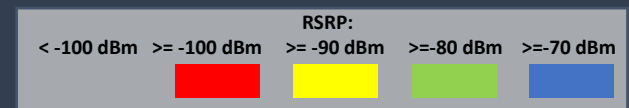


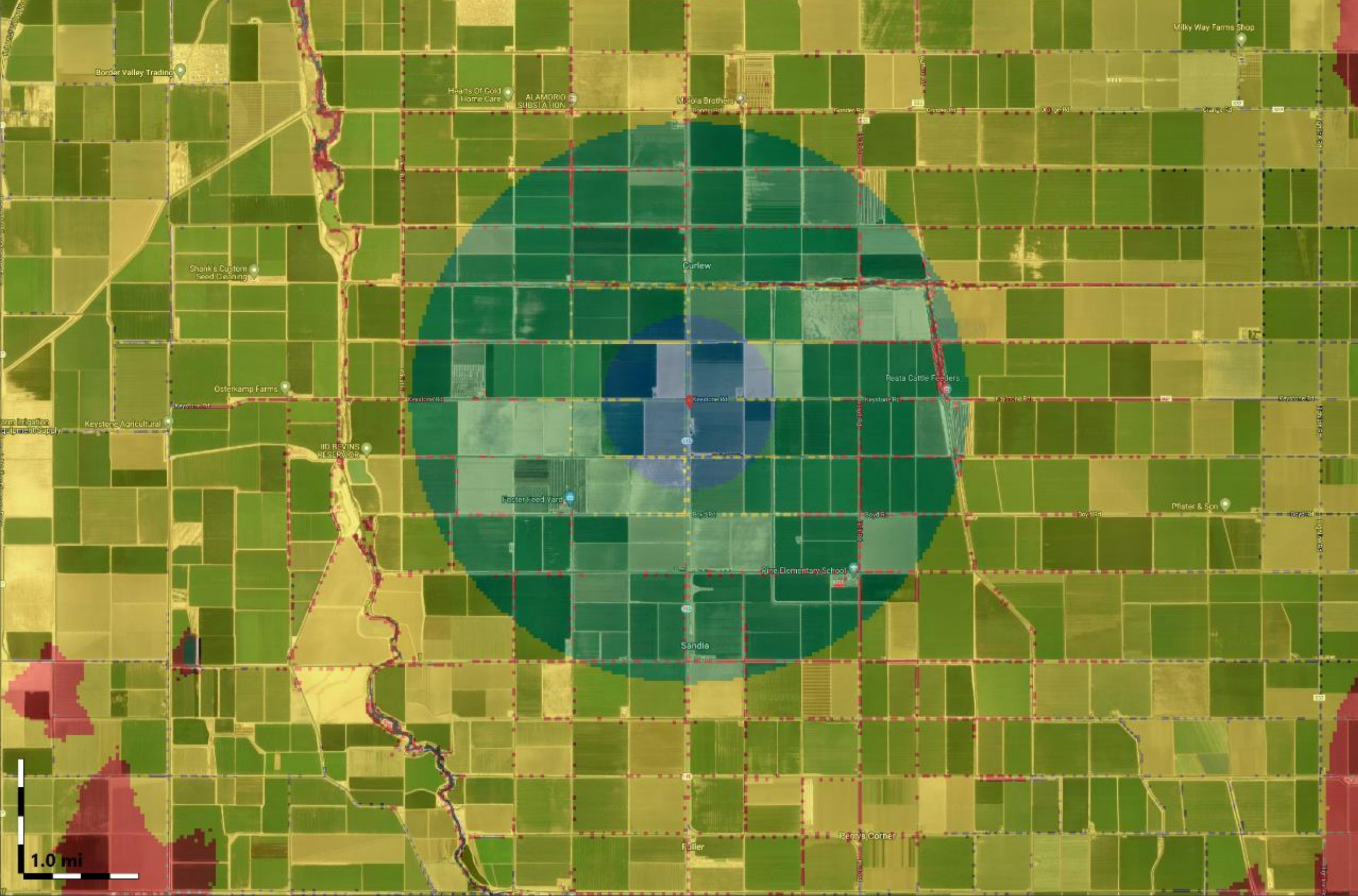
Existing Site
1900 MHz Coverage

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





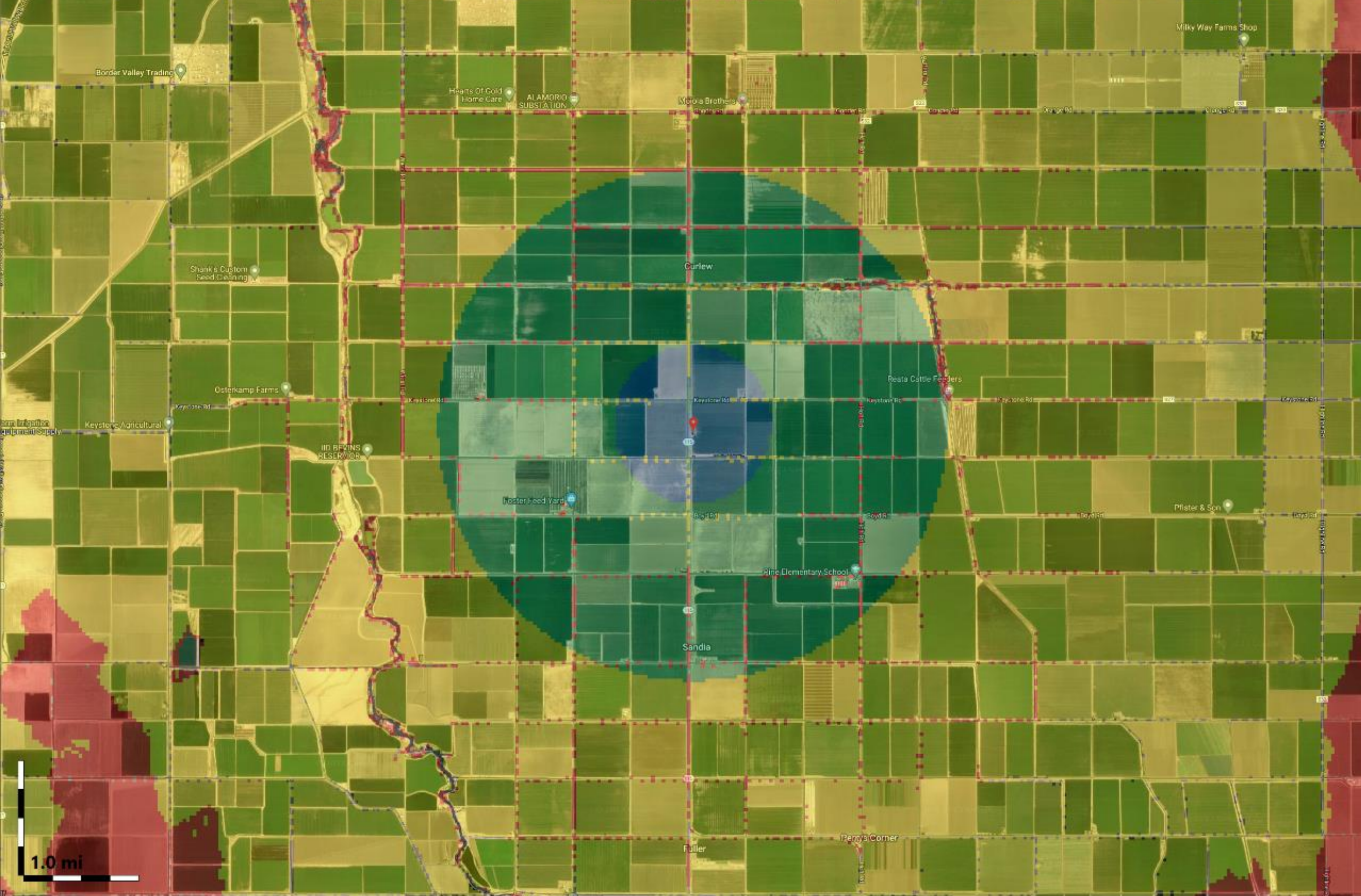
Proposed Site
1900 MHz Coverage

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

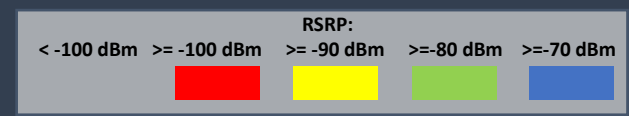


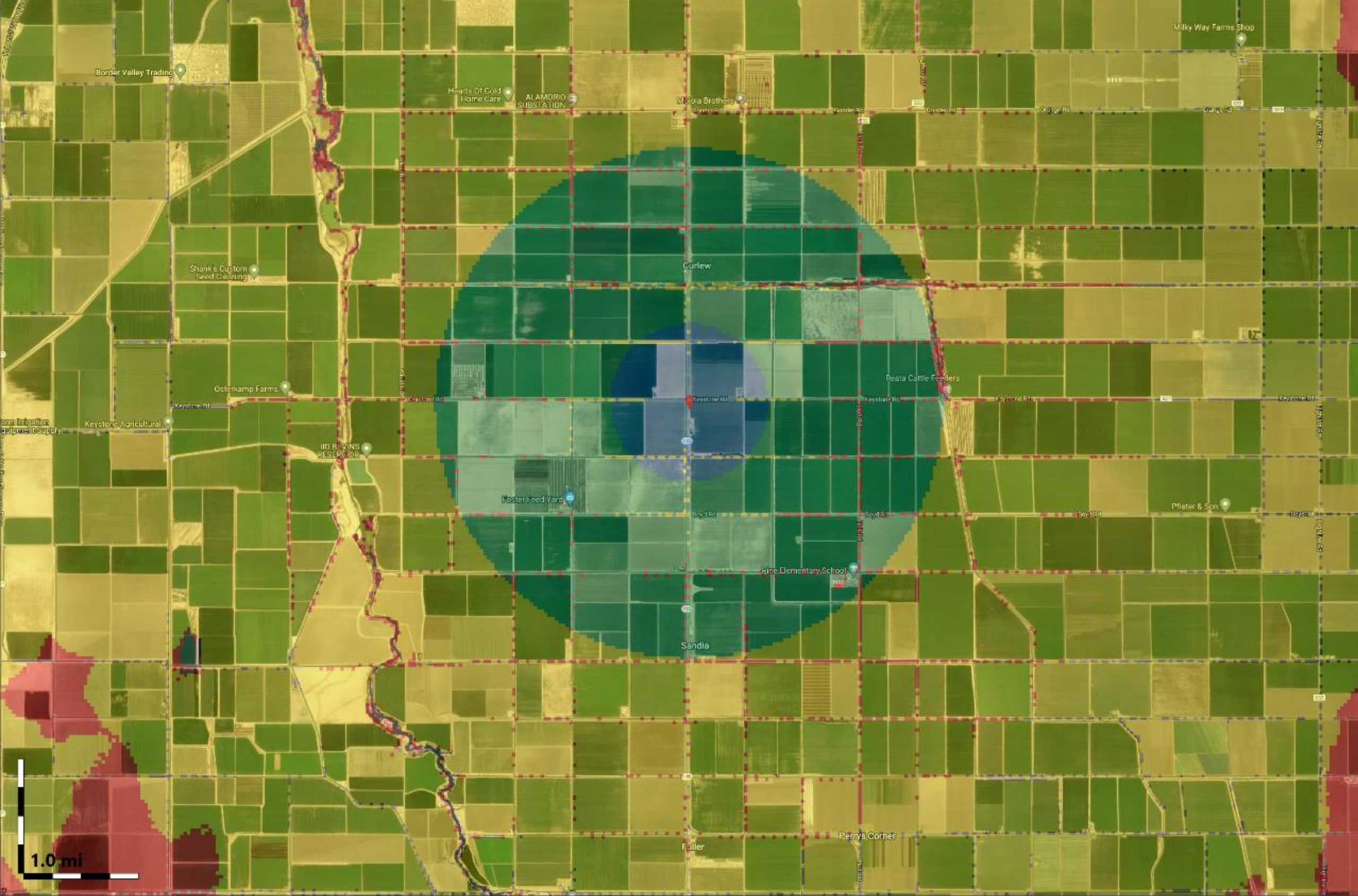
Existing Site
2100 MHz Coverage

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





Proposed Site
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

