

# PROJECT REPORT

**TO: ENVIRONMENTAL EVALUATION COMMITTEE**

**AGENDA DATE: November 16, 2023**

**FROM: PLANNING & DEVELOPMENT SERVICES**

**AGENDA TIME: 1:30 PM/ No.2**

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

LOCATION: 5395 E Hwy 78, APN: 039-310-019-000  
Brawley, CA 92227 PARCEL SIZE: +/- 39.15AC.

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

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

GENERAL PLAN FINDINGS     CONSISTENT     INCONSISTENT     MAY BE/FINDINGS

PLANNING COMMISSION DECISION:    HEARING DATE: \_\_\_\_\_  
 APPROVED     DENIED     OTHER

PLANNING DIRECTORS DECISION:    HEARING DATE: \_\_\_\_\_  
 APPROVED     DENIED     OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION:    HEARING DATE: 11/16/2023  
INITIAL STUDY: #23-0009

NEGATIVE DECLARATION     MITIGATED NEG. DECLARATION     EIR

**DEPARTMENTAL REPORTS / APPROVALS:**

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

**REQUESTED ACTION:**

**(See Attached)**



- NEGATIVE DECLARATION**
- MITIGATED NEGATIVE DECLARATION**

*Initial Study & Environmental Analysis  
For:*

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



*Prepared By:*

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

**November 2023**

---

# TABLE OF CONTENTS

	<u>PAGE</u>
<b><u>SECTION 1</u></b>	
I. INTRODUCTION	3
<b><u>SECTION 2</u></b>	
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 .....	18
VIII. GREENHOUSE GAS EMISSION .....	20
IX. HAZARDS AND HAZARDOUS MATERIALS .....	20
X. HYDROLOGY AND WATER QUALITY .....	21
XI. LAND USE AND PLANNING .....	23
XII. MINERAL RESOURCES .....	23
XIII. NOISE .....	23
XIV. POPULATION AND HOUSING .....	24
XV. PUBLIC SERVICES .....	24
XVI. RECREATION .....	25
XVII. TRANSPORTATION .....	25
XVIII. TRIBAL CULTURAL RESOURCES .....	26
XIX. UTILITIES AND SERVICE SYSTEMS .....	26
XX. WILDFIRE .....	27
<b><u>SECTION 3</u></b>	
III. MANDATORY FINDINGS OF SIGNIFICANCE	27
IV. PERSONS AND ORGANIZATIONS CONSULTED	28
V. REFERENCES	29
VI. NEGATIVE DECLARATION - COUNTY OF IMPERIAL	30
VII. FINDINGS	31
<b><u>SECTION 4</u></b>	
VIII. RESPONSE TO COMMENTS (IF ANY)	32

---

## SECTION 1 INTRODUCTION

### A. PURPOSE

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

#### **SECTION 1**

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

#### **SECTION 2**

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

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

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

#### **SECTION 3**

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

---

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

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

**VI. NEGATIVE DECLARATION – COUNTY OF IMPERIAL**

**VII. FINDINGS**

**SECTION 4**

**VIII. RESPONSE TO COMMENTS (IF ANY)**

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

**E. SCOPE OF ENVIRONMENTAL ANALYSIS**

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

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

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

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

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

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

**1. Tiered Documents**

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

---

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

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

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

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

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

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

## **2. Incorporation By Reference**

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

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

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



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

---

## *II. Environmental Checklist*

---

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

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

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

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

---

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

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

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

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

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

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

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

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

**ENVIRONMENTAL EVALUATION COMMITTEE (EEC) DETERMINATION**

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

- Found that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Found that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- Found that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- Found that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- Found that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

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

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

\_\_\_\_\_  
Jim Minnick, Director of Planning/EEC Chairman

\_\_\_\_\_  
Date:

---

## PROJECT SUMMARY

---

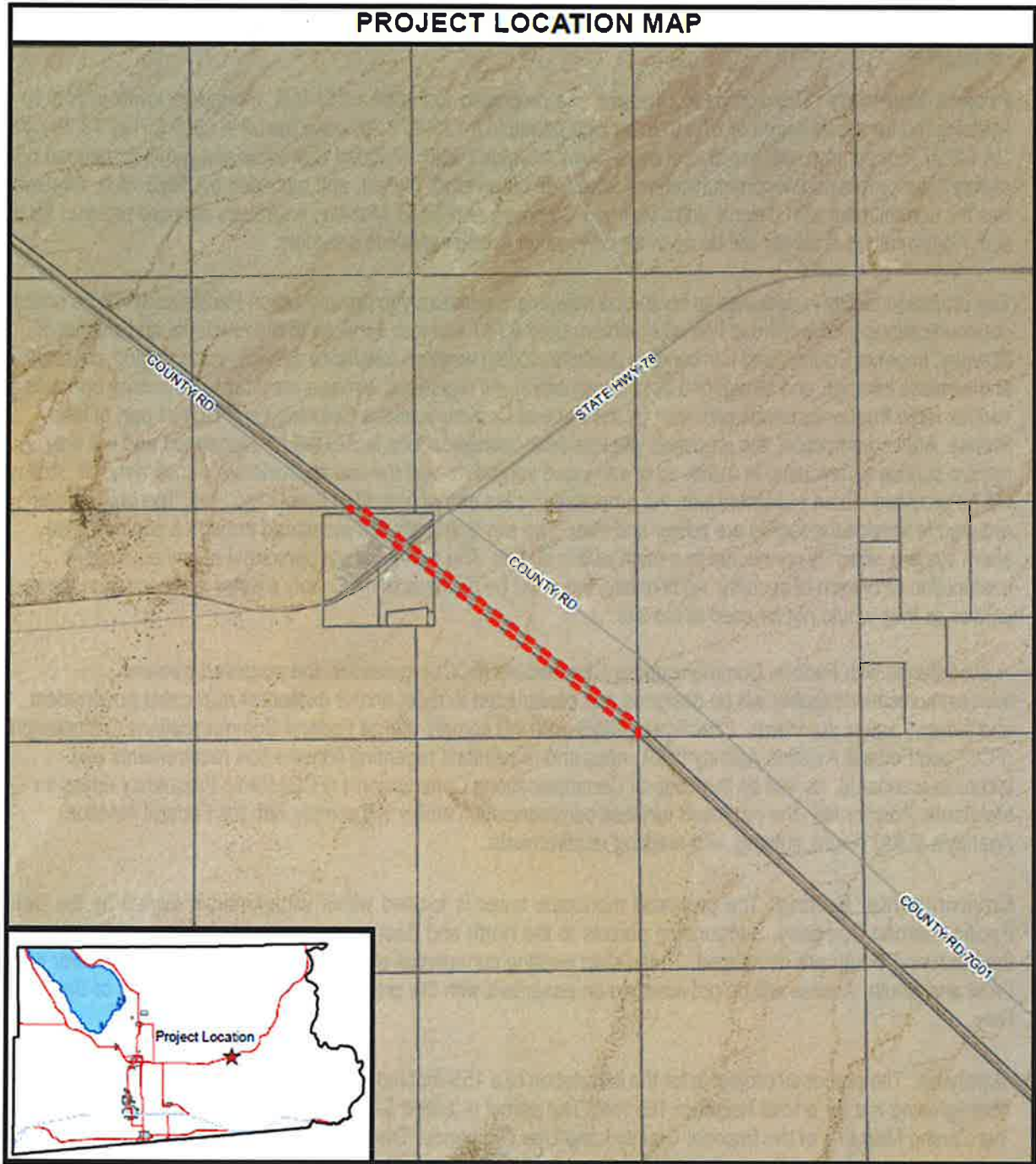
- A. Project Location:** The proposed project parcel is located at 5359 E Hwy 78, Brawley, CA; within the railroad right of way of a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The parcel is identified as Assessor's Parcel Number (APN) 039-310-019-000, in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

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

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

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

Exhibit "A"  
Vicinity Map

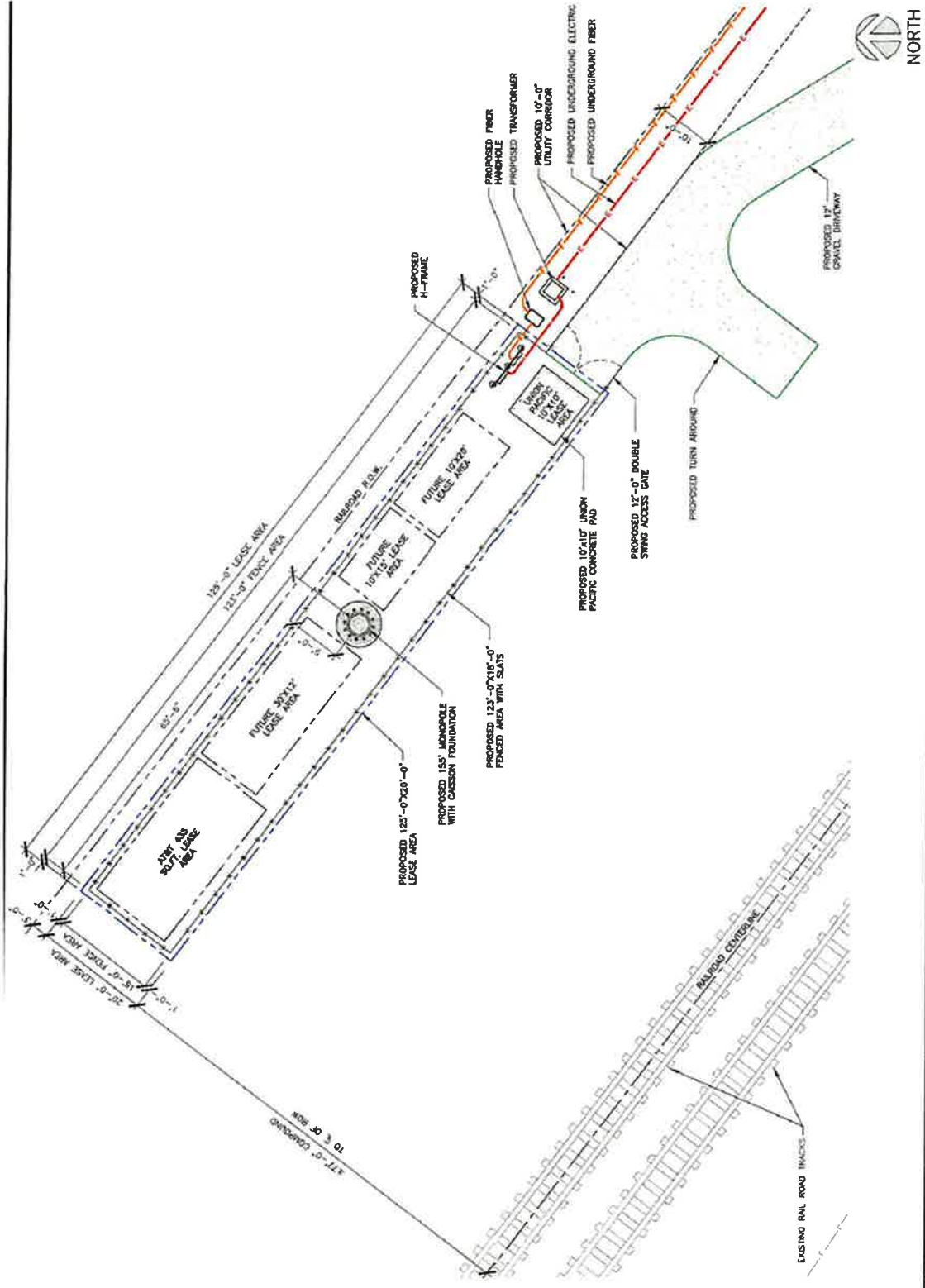


**CITYSWITCH**  
**CUP #23-0009 / IS 23-0009 / V 23-0003**  
**APN 039-310-019-000**

	Project Location
	Centerline
	Parcels



# Exhibit "B" Site Plan



---

EVALUATION OF ENVIRONMENTAL IMPACTS:

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



Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

**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 Element<sup>1</sup> and California State Scenic Highway System Map<sup>2</sup>. Additionally, the proposed self-supported monopole telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment. No impacts are expected.**
- b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?    

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

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

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

**II. AGRICULTURE AND FOREST RESOURCES**

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

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

**a) The proposed project is for the construction of a self-supported monopole telecommunication tower with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed project site is not listed on the California Important Farmland Finder: Imperial County 2020<sup>3</sup>, the proposed project will not convert any type of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impacts are expected.**

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? <b>b) The County of Imperial has no current active Williamson Act contracts. Additionally, according to the California Williamson Act Enrollment Finder<sup>4</sup>, 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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))? <b>c) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported monopole telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Recreation per Imperial County General Plan Land Use Map<sup>5</sup>, the proposed project does not expect nor anticipate to conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 5114(g)). Less than significant impacts are expected.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use? <b>d) As previously stated under item (II)(c) above, the proposed project is not located in a forest land, therefore, it is not expected to result in the loss of forest land or conversion of forest land to non-forest. Less than significant impacts are expected.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? <b>e) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported monopole telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Recreation per Imperial County General Plan Land Use Map<sup>5</sup>, 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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

### iii. AIR QUALITY

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

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

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--	--------------------------------------	--	-------------------------------------	----------------

construction activities. Therefore, less than significant impacts are expected.

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

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

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

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

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

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

**b) As previously stated on section (IV)(a), the proposed project site is not located within a sensitive or riparian habitat, or on other sensitive natural community area as depicted on Figure 3 "Agency-Designated Habitats Map<sup>8c</sup>" from the Imperial County General Plan's Conservation and Open Space Element<sup>8</sup>. Additionally, the proposed project site is within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way; therefore, it does not appear to have a substantial effect in local regional plans, policies, and regulations with respect to sensitive natural communities or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Any impacts are expected to be less than significant.**

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

**c) According to the National Wetlands Inventory: Surface Waters and Wetlands Map<sup>9</sup>, National Water Information System: Mapper<sup>10</sup>, and California Sustainable Groundwater Management Act (SGMA) Data Viewer<sup>11</sup>, the proposed project is not located within a riparian habitat and which will not cause a substantial adverse effect on federal protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. Any impacts are expected to be less than significant.**

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

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

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

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

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

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

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

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

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

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving: <b>a) The proposed telecommunications tower facility does not appear to conflict with the geology and soils of adjacent parcels in the area. Construction and erection of the proposed self-supported monopole telecommunications tower with associated remote and unmanned equipment will be subjected to comply with the latest edition of the California Building Code<sup>14</sup> 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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42? <b>1) According to the most recent Alquist-Priolo Earthquake Fault Zoning Map<sup>15</sup>, California Department of Conservation: Fail Activity Map<sup>16</sup>, the United States Geological Survey's Quaternary Faults Map<sup>17</sup>, Imperial County General Plan Seismic and Public Safety Element<sup>19</sup>, Figure 1, "Seismic Activity in Imperial County Map<sup>18a</sup>" and Figure 7, "Seismic Hazards Map<sup>18e</sup>" the proposed project site is not located within known fault zone. Although the Sand Hills Fault is located approximately one (1) mile west of the proposed project site, Imperial County is classified as Seismic Zone D per Section 1613 et. seq. of the California Building Code<sup>14</sup>, which requires that any developments within this zone to incorporate the most stringent earthquake resistant measures. The proposed telecommunications tower project would be subject to compliance with the latest edition of the California Building Code (CBC) and through a ministerial building permit review. Adherence and compliance with these standards and regulations would bring any impacts to less than significant levels.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Strong Seismic ground shaking? <b>2) As previously stated on item (VII)(a)(1) above, the proposed project is located approximately one (1) mile away west of the Sand Hills Fault indicating potential seismic ground shaking could be expected. Subject to compliance with the latest version of the California Building Code and through agency review of building permits, would bring any impacts to less than significant levels.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Seismic-related ground failure, including liquefaction and seiche/tsunami? <b>3) The proposed project is not located in a Tsunami inundation area per the California Tsunami Inundation Map, additionally, the design and subsequent construction of the proposed project would be subject to the latest CBC regulations; therefore adherence to CBC would bring any potential seismic-related impacts such as ground failure to no impacts are expected.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4) Landslides? <b>4) The proposed project site topography is generally flat and according to the Imperial County General Plan Landslide Activity Map, Figure 2<sup>3</sup>, Seismic and Public Safety Element, the project site is not located within a landslide activity area; therefore, less than significant impacts are expected to occur related to landslide.</b>	<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>b) According to Imperial County General Plan's Seismic and Public Safety Element<sup>18</sup>, "Erosion Activity Map<sup>18c</sup>," 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.</b>	<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? <b>c) As previously stated on sections (VII)(a)(1)-(VII)(a)(4) and (VII)(b) above, the proposed project site is not located on a geological unit that would become unstable or collapse as a result of the proposed telecommunications facility project. Any construction would be subjected to compliance with the latest edition of the California Building Code and through a ministerial building permit review. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in the latest Uniform Building Code, creating substantial direct or indirect risk to life	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--	--------------------------------------	--	-------------------------------------	----------------

- or property?
- d) According to the U.S. Department of Agriculture, Natural Resources Conservation Service "Soil Maps,<sup>20</sup>" the proposed project site is not located on any area containing Imperial-Glenbar, or silty clays loams. However, as previously stated on section (VII)(c), the proposed project design and subsequent construction will require adherence and compliance to the latest edition of the California Building Code standards and regulations, as well as to go through a ministerial building permit review. No Impacts are expected.
- 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 telecommunication tower which does not propose any septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water. Additionally, should any septic systems be proposed in the near future, the applicant should adhere and comply with the Imperial County Public Health Department, Division of Environmental Health standards and regulations. No Impacts are expected.
- f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
- f) The proposed project is to be located within a disturbed parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and does not appear to directly or indirectly destroy a unique paleontological resource or site of unique geologic feature on site as there are no known unique resources or features on site or records of. Additionally, in the event of any paleontological findings on site during construction, all work shall be stopped and the Imperial Valley College Desert Museum shall be contacted to have a qualified specialist inspect the site. Any impacts are expected to be less than significant.

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

- a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- a) The construction trucks of the proposed project would emit greenhouse gas emission; however, the proposed telecommunication tower facility is to be located on an area surrounded by parcels already impacted with existing recreation uses. The action is not expected to generate substantial greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. Additionally, as previously stated on item (III)(a) above, adherence and compliance to 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 Health<sup>7</sup> 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?

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--	--------------------------------------	--	-------------------------------------	----------------

b) As previously stated on section (IX)(a) above, the proposed project is not expected to create a significant hazard to the public or environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment as no hazardous materials are anticipated as part of the project. Additionally, adherence to EHS' requirements should bring any impacts to less than significant.

- 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 emission of hazardous emissions or the handling of hazardous or acutely hazardous materials, substance, or waste as previously stated on items (IX)(a) and (IX)(b) above. Additionally, the project site is not located within a 1/4 mile of any schools. The nearest school in the vicinity is the Holtville High School, which is located approximately 22 miles southwest of the proposed project site; therefore, it would not represent a risk to educational facilities. No impacts are expected.

- 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 EnviroStor<sup>21</sup>. Additionally, per Imperial County General Plan's Seismic and Public Safety Element<sup>18</sup>, "Hazardous Material Sites Map<sup>18d</sup>," 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 Maps<sup>22</sup>. The closest airport is the Holtville Airport located approximately 16 miles southwest. Additionally, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported monopole telecommunication tower with associated remote and unmanned equipment project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon will be required for this proposed project. Compliance with Federal Aviation Administration (FAA) and ALUC standards, regulations, and recommendations would bring any impacts to less than significant.

- f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

f) The proposed project site is not expected to interfere with an adopted emergency response plan or emergency evacuation plan. Per Imperial Valley Emergency Communications Authority comment letter dated June 08, 2023, future IVECA or Imperial County communication needs could necessitate tower space on the tower and other related on-site infrastructure. This would include, but be limited to, multiple antenna spaces, guaranteed antenna heights, and shelter space at no cost to Imperial County. It is expected that compliance with IVECA would bring impacts to less than significant levels.

- g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

g) According to Cal Fire "Fire Hazard Severity Zones in State Responsibility Areas - Imperial County<sup>24</sup>" adopted September 29, 2023, the proposed project site is not located within a fire hazard severity zone designated as Local Responsibility Area (LRA) classified as unzoned area, therefore, the proposed project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildfires. Future facility expansions may be subject to the inclusion of fire sprinklers and have either a private water or public source as pressurized hydrants for fire suppression. Compliance to Imperial County Fire Department (ICFD) standards would bring any impacts to less than significant.

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

- a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

a) The proposed project is for the construction and erection of a self-supported monopole telecommunication tower

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
<b>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>				
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? <b>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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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: <b>c) The proposed project does not anticipate a physical alteration to the site that would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces. Additionally, per comment letter received from the Imperial Irrigation District dated June 13, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Furthermore, any proposed grading will require drainage review and approval from the Imperial County Public Works Department. Adherence to IID and ICPWD requirements would bring any impacts to less than significant.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) result in substantial erosion or siltation on- or off-site; <b>(i) According to Imperial County General Plan's Seismic and Public Safety Element<sup>18</sup>, "Erosion Activity Map<sup>18c</sup>," 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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; <b>(ii) The proposed communications tower project is not expected to substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or offsite. Any proposed grading will require drainage reviews and approval with the Imperial County Department of Public Works. Additionally, as previously stated on section (X)(c)(i) above, per comment letter received from the Imperial Irrigation District dated June 13, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. Compliance with Imperial County Department of Public Works and Imperial Irrigation District requirements would bring any impacts to less than significant.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(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; <b>(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.</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(iv) impede or redirect flood flows? <b>(iv) The proposed project consist of the construction and erection of a self-supported monopole telecommunications tower facility with associated remote and unmanned equipment and is not expected to impede or redirect flood flows. According to the Federal Emergency Management Agency (FEMA) Flood Map Service Center<sup>25</sup>, Flood Insurance Rate Map, the proposed project site is located within "Zone X" of flood map</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

**06025C1475C, effective September 26, 2008. Additionally, a reviewed and approved grading/drainage letter is to be required by the Imperial County Department of Public Works. Therefore, compliance with ICDPW's standards would bring any impacts to be less than significant.**

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

**d) The proposed self-supported monopole telecommunications tower facility with associated remote and unmanned equipment project is not located within the proximity of a flood hazard, tsunami, or seiche zones; therefore, impacts related to risk release of pollutants due to project inundation are considered to be low. Additionally, as previously stated on item (X)(c)(iv) above, the proposed project site is located within "Zone X" of flood map 06025C1475C. Compliance with ICDPW's standards would contribute to lowering impacts to less than significant.**

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

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

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

- a) Physically divide an established community?

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

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

**b) The proposed project is consistent with the Imperial County General Plan and with the County's Land Use Ordinance (Title 9), Division 5, Section 90519.02(d), which states that, Communication Towers are permitted in the S-2 (Open Space) zone only with an approved Conditional Use Permit. Additionally, the proposed project is consistent with the County's Land Use Ordinance (Title 9), Division 24 – Communication Ordinance, Section 92401.00 et seq. Any impacts are expected to be less than significant.**

**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 Element<sup>8</sup>, "Existing Mineral Resources Map<sup>8P</sup>" 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) As mentioned above under item a), the proposed telecommunication tower will not result in the loss of availability of locally-important mineral resources recovery site delineated on a local general plan, specific plan or other land use plan. No impacts are expected.**

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

- a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise

	Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--	--------------------------------------	--	-------------------------------------	----------------

ordinance, or applicable standards of other agencies?

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

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

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

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

**c) As previously stated on item (IX)(e) above, proposed project is not located within an airport land use plan or private airstrip according to the Imperial County Airport Land Use Compatibility Maps<sup>22</sup>. The nearest airports in the vicinity are the Brawley Municipal Airport located approximately 26 miles west, the Holtville Airport located approximately 16 miles southwest, and the Calipatria Municipal Airport located approximately 28 miles northwest from the proposed project site; therefore, exposure to periodic noise emissions during aircraft takeoff and landing operations are not expected. Any impacts are expected to be less than significant.**

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

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

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

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

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

**XV. PUBLIC SERVICES**

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

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

- 1) Fire Protection?

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

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

subject to fire sprinklers and to have either a private or a public source of water for fire suppression purposes such as pressurized hydrants. Compliance with ICFD would bring any impacts to less than significant.

- 2) Police Protection?      
**2) The proposed project is not expected to result in substantial impacts on police protection as after construction, the facility would be unmanned and remotely monitored. However, should any police protection be required both the California Highway Patrol and Sheriff's Office North County Patrol have active policing and patrol operations in the area. Any impacts are expected to be less than significant.**
  
- 3) Schools?      
**3) The proposed self-supported monopole telecommunication tower facility with associated remote and unmanned equipment is not expected to have a substantial impact on schools. The closest schools within the vicinity of the proposed project site are Del Rio Academy School located approximately 7.5 miles in the city of Brawley and Holtville Middle School located approximately 8 miles in the city of Holtville. No impacts are expected.**
  
- 4) Parks?      
**4) The proposed project will not result in impacts to parks; no impacts are expected.**
  
- 5) Other Public Facilities?      
**5) As stated above under item a), the proposed telecommunication tower is not expected to result in impacts to other public facilities. Any impact would be expected to be less than significant.**

**XVI. RECREATION**

- a) Would the project increase the use of the existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?      
**a) The proposed project is for the construction and erection of a self-supported monopole telecommunication tower facility with associated remote and unmanned equipment. Subsequently, the proposed telecommunications tower would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. No impacts are expected.**
  
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?      
**b) The proposed telecommunication tower does not include nor requires the construction or expansion of recreational facilities which might have an adverse effect on the environment; therefore, no impacts are expected.**

**XVII. TRANSPORTATION**      *Would the project:*

- a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?      
**a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote equipment. After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. The proposed telecommunications tower is not expected to conflict with the Imperial County General Plan Circulation and Scenic Highway 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) The proposed project does not appear to conflict or be inconsistent with CEQA Guidelines, section 15064.3(b) as it is not a one-half mile of either an existing major transit stop or a stop along an existing high quality transit corridor. However, per comment letter received from the California Department of Transportation (Caltrans)<sup>27</sup> dated June 14, 2023, due to the**

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

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

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c) Substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

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

**XVIII. TRIBAL CULTURAL RESOURCES**

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

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

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| (i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as define in Public Resources Code Section 5020.1(k), or | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

**(i) The proposed telecommunication tower is not listed under the California Historical Resources<sup>28</sup> in County of Imperial, nor does it appear to be eligible under Public Resources Code Section 21074 or 5020.1 (k); therefore, any impact is expected to be less than significant.**

- |   |                          |                          |                                     |                          |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| (ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth is subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe. | <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 telecommunication tower with associated remote equipment. Any impacts are expected to be less than significant.**

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

- |  |                          |                          |                                     |                          |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

environmental effects?

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

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

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

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

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

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

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

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

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

**XX. WILDFIRE**

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

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

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

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

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

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

Potentially Significant Impact (PSI)	Potentially Significant Unless Mitigation Incorporated (PSUMI)	Less Than Significant Impact (LTSI)	No Impact (NI)
--------------------------------------	--	-------------------------------------	----------------

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

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

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

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

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

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

**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 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 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 type="checkbox"/> | <input type="checkbox"/> |

#### **IV. PERSONS AND ORGANIZATIONS CONSULTED**

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

##### **A. COUNTY OF IMPERIAL**

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

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

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

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



## V. REFERENCES

1. Imperial County General Plan: Circulation and Scenic Highway Element  
<https://www.icpds.com/assets/planning/circulation-scenic-highway-element-2008.pdf>
2. California State Scenic Highway System Map  
<https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aaca>
3. California Important Farmland Finder: Imperial County 2020  
<https://maps.conservation.ca.gov/DLRP/CIFF/>
4. California Williamson Act Enrollment Finder  
<https://maps.conservation.ca.gov/dlrp/WilliamsonAct/App/index.html>
5. Imperial County General Plan Land Use Map  
<https://icpds.maps.arcgis.com/apps/webappviewer/index.html?id=078e1e32c6dc4223ba8c7d69d7c6c383>
6. Imperial County Air Pollution Control District comment letter dated June 14, 2023
7. Imperial County Division of Environmental Health comment letter dated May 30, 2023
8. Imperial County General Plan: Conservation and Open Space Element  
<https://www.icpds.com/assets/planning/conservation-open-space-element-2016.pdf>
  - a) Figure 1: Sensitive Habitat Map
  - b) Figure 2: Sensitive Species Map
  - c) Figure 3: Agency-Designated Habitats Map
  - d) Figure 5: Areas of Heighten Historic Period Sensitivity Map
  - e) Figure 6: Known Areas of Native American Cultural Sensitivity Map
  - f) Figure 8: Existing Mineral Resources Map
9. National Wetlands Inventory Map: Surface Waters and Wetlands  
<https://fwsprimary.wim.usgs.gov/wetlands/apps/wetlands-mapper/>
10. National Water Information System: Mapper  
<https://maps.waterdata.usgs.gov/mapper/index.html>
11. California Sustainable Groundwater Management Act (SGMA) Data Viewer  
<https://sgma.water.ca.gov/webgis/?appid=SGMADataViewer#currentconditions>
12. Quechan Indian Tribe comment email dated May 30, 2023
13. Imperial Irrigation District comment letter dated August 2, 2023
14. California Building Code 2022
15. California Geological Survey Hazard Program: Alquist-Priolo Fault Hazard Zones  
<https://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. Imperial Valley Emergency Communications Authority (IVECA) comment letter dated June 8, 2023
24. Cal Fire: Fire Hazard Severity Zones Maps – Imperial County  
[https://osfm.fire.ca.gov/media/6680/fhszs\\_map13.pdf](https://osfm.fire.ca.gov/media/6680/fhszs_map13.pdf)
25. Federal Emergency Management Agency (FEMA) Flood Map Service Center: Flood Insurance Rate Map  
<https://msc.fema.gov/portal/search?AddressQuery=851%20pitzer%20road%20heber%20ca#searchresultsanchor>
26. Imperial County General Plan: Noise Element  
<https://www.icpds.com/assets/planning/noise-element-2015.pdf>
27. California Department of Transportation (Caltrans) comment letter dated June 14, 2023
28. California Historic Resources: Imperial County  
<https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=13>
29. "County of Imperial General Plan EIR", prepared by Brian F. Mooney & Associates in 1993; and as Amended by County in 1996, 1998, 2001, 2003, 2006 & 2008, 2015, 2016.

## VI. NEGATIVE DECLARATION – County of Imperial

---

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

---

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

**Project Applicant:** Cityswitch

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

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

**VII. FINDINGS**

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

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

The Initial Study identifies potentially significant effects but:

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

A MITIGATED NEGATIVE DECLARATION will be prepared.

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

---

**NOTICE**

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

---

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.*

---

Applicant Signature

---

Date

## SECTION 4

### VIII. RESPONSE TO COMMENTS

(ATTACH DOCUMENTS, IF ANY, HERE)

S:\AllUsers\APN\039\310\019\CUP23-0009 V23-0003 IS23-0009\EEC\CUP23-0009 IS 23-0009 Checklist.docx

**COMMENT LETTERS**



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



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

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

Dear Mr. Valenzuela:

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

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

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

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

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

Sincerely,

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



# Imperial County Planning & Development Services Planning / Building

Jim Minnick  
DIRECTOR

## RECEIVED

JUN 12 2023

May 30, 2023  
REQUEST FOR REVIEW  
AND COMMENTS

IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES

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

To: County Agencies

County Executive Office – Rosa Lopez/  
Miguel Figueroa

I.V. Emergency Communications Authority-  
Mark Schmidt

County Airport- Jenell Guerrero

Caltrans, District 11 – Roger Sanchez

Fort Yuma- Quechan Indian Tribe – Jordan  
D. Joaquin/ H. Jill McCormick

State Agencies/Other

IC Sheriff's Office – Robert  
Benavidez/Fred Miramontes/Ryan  
Kelley

Board of Supervisors – John Hawk-  
District #5

Ag. Commissioner – Rachel  
Garewal/Margo Sanchez/Ana L  
Gomez/Jolene Dessert/ Sandra  
Mendivil

Campo Band Of Mission Indians -  
Marcus Cuero/Jonathan Mesa

Public Works – Guillermo  
Mendoza/John Gay

Cities/Other

IID – Donald Vargas

IC Fire/OES Office – Andrew Loper/  
Sal Flores/Robert Malek

EHS – Jeff Lamoure/Mario Salinas/  
Alphonso Andrade/Jorge Perez/Vanessa  
R Ramirez

BLM- Tristian Friedell/ Carrie  
Sahagun/ Neil Hamada/ Ranger Gonzalez

APCD – Monica Soucier/Belen  
Leon/Jesus Ramirez

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

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

Project Location: 5395 E., Highway 76, Brawley, CA 92227 APN 039-310-019

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

Applicants: Cityswitch

Comments due by: June 13<sup>th</sup> 2023 at 5:00PM

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

*No comments*

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

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

L:\MIRIS\AllUsers\APN\03913101019\CUP23-0009 V23-0003 IS23-0009\CUP23-0009\_V23-0003\_IS23-0009 Request for Comments 05.33.23 .docx



AIR POLLUTION CONTROL DISTRICT



**RECEIVED**

**JUN 14 2023**

**IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES**

June 13, 2023

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

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

Dear Mr. Minnick:

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

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

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

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

Respectfully,

Ismael Garcia  
Environmental Coordinator

Reviewed by  
Monica N. Soucier  
APC Division Manager

**California Department of Transportation**

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

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

June 14, 2023

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

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

Dear Mr. Valenzuela:

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

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

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

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

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

### **Traffic Control Plan**

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

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

### **Environmental**

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

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

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

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

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

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

Please see the following chapters in the Caltrans' manuals:

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

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

Sincerely,

*Kimberly Dodson for*

MAURICE A. EATON  
Branch Chief  
Local Development Review

COUNTY EXECUTIVE OFFICE

**Miguel Figueroa**  
County Executive Officer  
[miguelfigueroa@co.imperial.ca.us](mailto:miguelfigueroa@co.imperial.ca.us)  
[www.co.imperial.ca.us](http://www.co.imperial.ca.us)




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

**RECEIVED**

**MAY 31 2023**

**IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES**

May 31, 2023

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

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

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

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

## Melina Rizo

---

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

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good morning Ms. Rizo,

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

### Mario Salinas, MBA

Environmental Health Compliance Specialist  
Imperial County Public Health Department  
Division of Environmental Health  
797 Main Street Suite B, El Centro, CA 92243  
[mariosalinas@co.imperial.ca.us](mailto:mariosalinas@co.imperial.ca.us)  
Phone: (442) 265-1888  
Fax: (442) 265-1903  
[www.icphd.org](http://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](mailto:melinarizo@co.imperial.ca.us)>  
**Sent:** May 30, 2023 9:50 AM  
**To:** Alphonso Andrade <[AlphonsoAndrade@co.imperial.ca.us](mailto:AlphonsoAndrade@co.imperial.ca.us)>; Ana L Gomez <[analgomez@co.imperial.ca.us](mailto:analgomez@co.imperial.ca.us)>; Andrew Loper <[AndrewLoper@co.imperial.ca.us](mailto:AndrewLoper@co.imperial.ca.us)>; Belen Leon <[BelenLeon@co.imperial.ca.us](mailto:BelenLeon@co.imperial.ca.us)>; Donald Vargas <[dvgargas@iid.com](mailto:dvgargas@iid.com)>; Fred Miramontes <[fmiramontes@icso.org](mailto:fmiramontes@icso.org)>; H. Jill McCormick <[historicpreservation@quechantribe.com](mailto:historicpreservation@quechantribe.com)>; Jeff Lamoure <[JeffLamoure@co.imperial.ca.us](mailto:JeffLamoure@co.imperial.ca.us)>; Jolene Dessert <[JoleneDessert@co.imperial.ca.us](mailto:JoleneDessert@co.imperial.ca.us)>; Jordan D. Joaquin <[tribalsecretary@quechantribe.com](mailto:tribalsecretary@quechantribe.com)>; Jorge Perez <[JorgePerez@co.imperial.ca.us](mailto:JorgePerez@co.imperial.ca.us)>; Marcus Cuero <[marcuscuero@campo-nsn.gov](mailto:marcuscuero@campo-nsn.gov)>; Margo Sanchez <[MargoSanchez@co.imperial.ca.us](mailto:MargoSanchez@co.imperial.ca.us)>; Mario Salinas <[MarioSalinas@co.imperial.ca.us](mailto:MarioSalinas@co.imperial.ca.us)>; Miguel Figueroa <[miguelfigueroa@co.imperial.ca.us](mailto:miguelfigueroa@co.imperial.ca.us)>; Monica Soucier <[MonicaSoucier@co.imperial.ca.us](mailto:MonicaSoucier@co.imperial.ca.us)>; Robert Benavidez <[rbenavidez@icso.org](mailto:rbenavidez@icso.org)>; Robert Malek <[RobertMalek@co.imperial.ca.us](mailto:RobertMalek@co.imperial.ca.us)>; Rosa Lopez <[RosaLopez@co.imperial.ca.us](mailto:RosaLopez@co.imperial.ca.us)>;



COUNTY OF  
IMPERIAL

DEPARTMENT OF  
PUBLIC WORKS

155 S. 11th Street  
El Centro, CA  
92243

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

Follow Us:



[www.facebook.com/ImperialCountyDPW](http://www.facebook.com/ImperialCountyDPW)



<https://twitter.com/CountyDpw>

*Public Works works for the Public*



July 6, 2023

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

Attention: Luis Valenzuela, Planner I

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

**RECEIVED**

**JUL 06 2023**

**IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES**

Dear Mr. Minnick:

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

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

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

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

Respectfully,

By: *David Dale*

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



# IID

*A century of service.*

www.iid.com

Since 1911

June 13, 2023

**RECEIVED**

**JUN 13 2023**

**IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES**

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

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

Dear Mr. Valenzuela

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

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

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



## Luis Valenzuela

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

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

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

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



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

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

Good afternoon,

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

Document has been saved under the following pathway:

# **APPLICANT SUBMITTAL**

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

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

10. DESCRIBE PROPOSED USE OF PROPERTY (list and describe in detail)	<u>Proposed 155' monopole tower with a 10'-0" lightning rod for a total height of 165'-0" to be located within a 125'-0" x 20' lease parcel.</u>
11. DESCRIBE CURRENT USE OF PROPERTY	<u>Railroad right-of-way</u>
12. DESCRIBE PROPOSED SEWER SYSTEM	<u>N/a</u>
13. DESCRIBE PROPOSED WATER SYSTEM	<u>N/a</u>
14. DESCRIBE PROPOSED FIRE PROTECTION SYSTEM	<u>N/a</u>
15. IS PROPOSED USE A BUSINESS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, HOW MANY EMPLOYEES WILL BE AT THIS SITE? <u>No permanent employees</u>

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

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

**REQUIRED SUPPORT DOCUMENTS**

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

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

**CUP #**  
23-0009

# VARIANCE

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

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

1. PROPERTY OWNER'S NAME CitySwitch (Lessee)	EMAIL ADDRESS info@cityswitch.com	
2. MAILING ADDRESS (Street / P O Box, City, State) 1900 Century Place NE, Suite 320, Atlanta, GA	ZIP CODE 30345	PHONE NUMBER 404-857-0858
3. ENGINEERS NAME Westchester Services, LLC - Glen L. Hunt III	CA. LICENSE NO.	EMAIL ADDRESS ghunt@westchesterservices.com
4. MAILING ADDRESS (Street / P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ	ZIP CODE 85226	PHONE NUMBER 602-403-8614
5. ASSESSOR'S PARCEL NO. 039-310-022	ZONING (existing) S-2	
6. PROPERTY (site) ADDRESS Vacant railroad right-of-way off Highway 78 Ben Hulse Highway, Brawley, CA 92227	SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way	
7. GENERAL LOCATION (i.e. city, town, cross street) Highway 78 Ben Hulse Highway near Ted Kipf Road		
8. LEGAL DESCRIPTION <u>See attached lease agreement</u>		
8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) <u>Maximum allowable height in the S-2 district for a communications tower is 100'.</u>		
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY : _____ _____ _____		
10. DESCRIBE THE ADJACENT PROPERTY East <u>vacant parcel</u> West <u>vacant parcel</u> North <u>vacant parcel</u> South <u>vacant parcel</u>		

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

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

### REQUIRED SUPPORT DOCUMENTS

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

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

V #

\_\_\_\_\_



**RECEIVED**

APR 12 2023

IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES

Sherman & Howard LLC



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

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

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

# Table of Contents

---

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

# Letter of Application

April 3, 2023

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

**RECEIVED**

APR 12 2023

IMPERIAL COUNTY  
PLANNING & DEVELOPMENT SERVICES

RE: Proposed CitySwitch Communications Facility – Ben Hulse CAC009  
AT&T Site - 10066994  
Ted Kipf Road  
APN 039-310-022  
Brawley, CA 92227

Dear Mr. Minnick:

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

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

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

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

Sincerely,



Michael Bieniek, AICP  
Zoning Director

*Allison Burke*

Allison R. Burke  
Associate



# Application Materials

---

## SITE PLAN REQUIREMENTS

### PLAN MUST:

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

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

## SITE PLAN REQUIREMENTS

### PLAN MUST:

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

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

# Site Data Sheet

---

<b>Applicant:</b>	CitySwitch 1900 Century Place NE Suite 320 Atlanta, GA 30345
<b>Authorized Agent:</b>	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
<b>Tower Owner:</b>	CitySwitch 1900 Century Place NE Suite 320 Atlanta, GA 30345
<b>Applicant's Interest in the Property:</b>	Leasehold
<b>Property Owner:</b>	Union Pacific Railroad 1400 Douglas Street Omaha, NE 68179
<b>Address of Property:</b>	Ted Kipf Road Brawley, CA 92227
<b>Parcel Number:</b>	APN: 039-310-022
<b>Request:</b>	Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a 155'-0" monopole tower with a 10'-0" lightning rod for a total height of 165'-0" and telecommunications equipment to be located within a 125'-0" x 20'-0" ground area.

---

# Right-of-Way Title

---



# U.S. TITLE SOLUTIONS

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

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

**Prepared For:** LCC Telecom Services, LLC -  
**Premises:** TBD, Winterhaven, CA 92283  
**Parcel:** 039-310-019-000  
**County:** Imperial

**REPORT POWERED BY LAND-IT™**

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

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

**REPORT OF TITLE**  
**SCHEDULE - I**

1. **DATE OF REPORT** : April 13, 2022
2. **SCOPE OF SEARCH**: Beginning **January 01, 1908** and extending through **February 28, 2022**, a search of the land records for the jurisdiction where the property is located was conducted and we have reported what was found regarding taxes; deeds; mortgages; easements and right of ways; covenants and restrictions; judgments; liens and UCCs; and other matters commonly recorded or filed in the County records.
3. **THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS:**  
  
Fee Simple
4. **TITLE TO SAID ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS REPORT IS AT THE EFFECTIVE DATE HEREOF VESTED IN:**  
  
Southern Pacific Company
5. **SOURCE OF TITLE :**  
  
SBE Map,

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

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

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

**REPORT OF TITLE**  
**SCHEDULE - I**

Parcel ID : 039-310-019-000  
Tax Year : 2022  
Status : Not Verified  
Note : Tax Info not found online.

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



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

**REPORT OF TITLE**  
**SCHEDULE - II**

**(LEGAL DESCRIPTION)**

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

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

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

REPORT OF TITLE  
SCHEDULE - III

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

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

None found within period searched.

2. **JUDGMENTS AND LIENS**

None found within period searched.

3. **COVENANTS AND RESTRICTIONS**

None found within period searched.

4. **EASEMENTS AND RIGHTS OF WAY**

4.1 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** January 30, 2014, in [Instrument No: 2014001714.](#)

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

4.2 Easement Deed by Court Order in Settlement of Landowner Action by Todd Smith, Dirk Regan and Carol Regan, Jacquelyn Sheldrick, Glenn L. Boom and William Nelson and Linda Nelson, individually and as representatives of a class of persons similarly situated, Plaintiffs to Qwest Communications Company, LLC; Sprint Communications Company L.P.; Level 3 Communications, LLC; and Wiltel Communications, LLC, **Dated** June 27, 2013, **Recorded** August 23, 2013, in [Instrument No: 2013019494.](#)

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

5. **OTHER RECORDED DOCUMENTS**

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

REPORT OF TITLE  
SCHEDULE - III

5.1 Record of Survey **Recorded** December 28, 2017, in [Book 23, Page 7.](#)

**Notes:** Shows portion of the subject property

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

6. **OTHER UNRECORDED DOCUMENTS**

6.1 [Property Detail Report](#)

6.2 [SBE Map](#)

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

6.3 [Assessor's Map](#)

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

**REPORT OF TITLE  
SCHEDULE - V**

**(OWNERSHIP HISTORY)**

1 : None found within period searched.

line to the South line thereof, a distance of 2540.0 feet, more or less, lying between the easterly boundary line of the right of way for County Road running north and south along the westerly line of said Front Street (NO) and a line drawn parallel to and 150 feet easterly from said easterly boundary line of the right of way for County Road, containing 4.061 acres more or less, is hereby released from the lien of a certain Mortgage made and executed by E. F. McCORMAN and LENA DANHAN McCORMAN, husband and wife, in favor of THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, a corporation, bearing date the 12th day of August, 1918, and recorded in the office of the County Recorder of the County of Imperial, State of California, in Book 22 of Mortgages, at page 187 and following, on the 22nd day of October, 1918

IN WITNESS WHEREOF, the said THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA has caused these presents to be executed in its corporate name and under its corporate seal by its duly qualified officers this 22th day of July, 1922.

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

(CORPORATE SEAL)

State of California }  
 County of Los Angeles }

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

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

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

(NOTARIAL SEAL)

Recorded at request of Pioneer Title Insurance Company, Aug 1 1923. #12  
 at 20 dia past 2 & M., in Book 2 Page 100 of Official Records, Imperial County Records.  
 Wm E. Lobb County Recorder  
 My D. Cole, Deputy

IRVING H. SEAW ET AL  
 TO

INTER-CALIFORNIA RAILWAY COMPANY

1140V

THIS INSTRUMENT, made this 22th day of July, 1922, between IRVING H. SEAW and VIRGINIA SEAW, his wife, and ORVILLE W. SEAW and ESTHER SEAW, his wife, the parties of the first part, and INTER-CALIFORNIA RAILWAY COMPANY, a corporation, the party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A strip of land 100 feet wide across the west end of Tract 80 in Township 14 South, Range 15 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 2643.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running North and South along the westerly line of said Tract 80, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 2.061 acres, more or less.

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

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

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

I.R.S. 91.00 CMS 9/26/23

Irving H. Shaw (Seal)  
Virginia Shaw (Seal)  
Orville H. Shaw (Seal)  
Estella Shaw (Seal)

State of California }  
County of Imperial } ss

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

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

(NOTARIAL SEAL)

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

State of California }  
County of Los Angeles } ss

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

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

(NOTARIAL SEAL)

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

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

30 min part 2 A. M., in Book 2 Page 801 of Official Records, Imperial County Records.

Fees \$1.50

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

ESTELLE SHAW ET OOR  
TO  
IMPERIAL CALIFORNIA RAILWAY COMPANY

11607

THIS INSTRUMENT, Made this 5th day of JULY, 1923, between ESTELLE SHAW and O. N. SHAW, her husband, both of Holtville, Imperial County, California, parties of the first part, and IMPERIAL-CALIFORNIA RAILWAY COMPANY, a corporation, party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows: to-wit:

A strip of land 100 feet wide across Tract 74 Township 14 South, Range 16 East, San Bernardino Meridian, extending from the north line to the south line thereof, a distance of 1320.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south through the middle of said Tract 74, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 5.020 acres, more or less.

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

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

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

E. E. S. 60 Canceled 088 7/24/23

Form Correct

M. F. Singer, Contract Attorney

Form Approved: 2-16-23 Wm. F. Harris,

Vice Pres. & Chief Counsel M.

State of California  
County of Los Angeles

On this 5th day of July, A.D. 1923, before me, C. S. Champion, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Estelle Shaw and O. N. Shaw, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me

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

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

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

(NOTARIAL SEAL)

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

Recorded at request of the Peoples Abstract & Title Company Sep. 20, 1923 at 5 Min. Past 3 A.M. in Book E Page 503 of OFFICIAL RECORDS Imperial County Records, Fee, \$1.00

W. H. Sedy, County Recorder  
By L. E. Martin, Deputy

FRED W. SLATCHER ST OR  
TO  
INTER-CALIFORNIA RAILWAY COMPANY

THIS INSTRUMENT, made this 10th day of July 1923, between Fred W. Slatcher, and (wife) Mabel E. Slatcher, of Los Angeles, Los Angeles County, California, the parties of the first part, and Inter-California Railway Company, a corporation, the party of the second part,

**WITNESSETH:**

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain place or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A Strip of land 100 feet wide across the west end of tract 106 in Township 14 South, Range 15 East, San Bernardino Meridian, extending from the North line of the south line thereof, a distance of 440.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south along the westerly line of said tract 106, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 4,081 acres, more or less.

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

\$1.00 U.S.L.R.M. affixed and dispensed.

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

THIS conveyance is made upon the following express conditions:



- FIRST** That second party shall fence the east side of said premises as soon as practicable after the construction of a railroad thereon.
- SECOND** That second party shall construct suitable waste ditch with boxes and drop box on premises of first party immediately west of the easterly line of the premises herein conveyed; said ditch and boxes to be maintained by the first party.
- THIRD** That second party shall construct two suitable private road crossings upon said premises at grade across the railroad of second party to be used for access to and use of the lands of the first party and provided that the first party advise the second party of the location of said crossings prior to the grading of said premises by said second party.

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

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

STATE OF CALIFORNIA } ss.  
 COUNTY OF LOS ANGELES }

On this 10th day of July in the year nineteen hundred and twenty-three A.D. before me Frances A. Kearney a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Fred W. Thatcher and Mabel E. Thatcher personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

Recorded at request of The Peoples Abstract & Title Company Sept 20, 1923 at 5  
 MIA Book 9 A.M. in Book 2 Page 384 of OFFICIAL RECORDS Imperial County Records. #1  
 Fee, \$1.30  
 Bird E. Hobbs, County Recorder  
 by L. E. Martin, Deputy #2

ALBERT C. FINNEY BY AL  
TO  
INTER-CALIFORNIA RAILWAY CO.

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

**WITNESSETH:**

That the said parties of the first part, for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all that certain piece or parcel of land situate, lying and being in the County of Imperial, State of California, and bounded and particularly described as follows, to-wit:

A strip of land 100 feet wide across the west end of Tract 21 in Township 14 South, Range 14 East, San Bernardino Meridian, extending from the north line to the south line thereof a distance of 2640.0 feet, more or less, and lying between the easterly boundary line of the right of way for County Road running north and south along the westerly line of said tract 21, and a line drawn parallel to and 100 feet easterly from said easterly boundary line of the right of way for County Road, containing 6.061 acres, more or less.

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

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

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

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

\$1.00 UNLESS CANCELLED Aug 14 1923  
F. Abet. & T. Co, HI Centre.

Albert C. Finney (SEAL)  
Louise Finney (SEAL)

STATE OF CALIFORNIA }  
COUNTY OF IMPERIAL }

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

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

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

Recorded at request of THE PEOPLE'S ABSTRACT & TITLE COMPANY Aug 16 1923  
at 1 min past 9 A.M. in Book 10, Page 187 of OFFICIAL RECORDS, Imperial County Records.  
Fees \$1.00

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

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Ellen Hoover Hubbard, do hereby certify and declare that a certain  
Mortgage, bearing date the 13th day of July 1920, made and executed by Myron D. Vitter  
and M. Ethel Vitter, his wife, Mortgagee to Ellen Hoover Hubbard, Mortgagee, recorded  
in the office of the County Recorder of the County of Imperial, State of California, in  
Book 63 of Mortgages, at page 15 on the 10th day of September 1920; together with the  
debt thereby secured, is fully paid, satisfied and discharged.

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

R. Donald Davis  
Gerrit B. Anderson  
STATE OF MICHIGAN }  
COUNTY OF CALHOUN }

On this 9 day of July in the year of our Lord one thousand nine hundred and  
twenty three before me, R. Donald Davis a Notary Public in and for said County and  
State, personally appeared Ellen Hoover Hubbard known to me to be the person whose name  
subscribed to the within instrument, and acknowledged to me that she executed the same.  
WITNESS my hand and official seal.

(NOTARIAL SEAL)  
R. Donald Davis Notary Public in and for said  
Calhoun County, State of Michigan.  
My commission expires Aug 16/24.

Recorded at request of THE PEOPLE'S ABSTRACT & TITLE COMPANY Aug 16 1923 at  
1 min past 9 A.M. in Book 10, Page 188 of OFFICIAL RECORDS, Imperial County Records.  
Fees \$1.00

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

ASSIGNMENT OF MORTGAGE.  
(FULL OR PARTIAL)

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

791  
August 12, 1938

L-38-791

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

Dear Sir:

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

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

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

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

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

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

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

Very truly yours,

Lester P. Schoene  
General Counsel



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

47 JOHN Y. KENNEDY  
COUNTY CLERK

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

OFFICIAL USE  
FILE NO. COURT FILE  
4200

*State of Delaware*



**Office of Secretary of State**

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

**do hereby certify**

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

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

**In Testimony Whereof, I have hereunto set my hand**

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



*Eugene Bunting*

Secretary of State

*R. H. Caldwell*

Acting Secretary of State

# Narrative Overview

---

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

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

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

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

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



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

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

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

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

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

# Compliance with Section 92404.01 – General Requirements for Communications Facilities

---

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

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

**Telecommunications towers, along with related equipment are allowed with CUP approval in the S-2 Open Space/Preservation zone pursuant to Section 90519.02(d) of the ordinance.**

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

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

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

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

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

**Due to the diminutive size of the parcel and the tower's location adjacent to the railroad tracks in the desert, there will be little impact on the surrounding environment.**

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

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

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

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

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

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

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

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

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

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

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

- F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**See attached Coverage Plots.**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Compliance with Section 92405.01 – Wireless Communications Permitting Requirements

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**The proposed 155'-0" monopole tower is not exempt under Section 92401. Therefore, a 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 0.30 miles southeast of the proposed location. At the current lease rate, AT&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT&T will not be able to upgrade its equipment and stay competitive in the market.**

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

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

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

**As stated above, the proposed facility is located within the Union Pacific railroad right-of-way and is located in the desert. The proposed facility will not have a significant visual impact on the surrounding area.**

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

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

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

**CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is within the Union Pacific Railroad right-of-way and will be designed to minimize the adverse effects of this application. Further, CitySwitch will work with the County Officials to provide the best possible design for the proposed site.**

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

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



# Conditional Use Permit Standards

---

## 90203.09 Action on a conditional use permit.

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

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

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

### Legislative Mandate

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

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

### County Population

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

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

### Public Safety

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

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

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

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

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

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

**Communications towers are an articulated conditional use in the S-2 (Open Space/Preservation) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.**

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

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

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

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

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

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

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

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

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

# Variance Standards

---

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

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

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

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

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

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

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

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

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

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

**Legislative Mandate**

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

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

**County Population**

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

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

**Public Safety**

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

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

B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.

C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

# Alternatives Analysis

---

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

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

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

**(1) As stated in previous narrative, AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. AT&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.**

**(2) Providing lower towers more closely spaced out would not benefit AT&T, Union Pacific or the County. When evaluating a network, carriers such as AT&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.**

**(3) AT&T is currently on an SBA Structures, LLC tower approximately 0.30 miles southeast of the proposed CitySwitch facility. The proposed tower is in a non-residential area, near the intersection of Highway 78 – Ben Hulse Highway and Ted Kipf Road. The nearest incorporated city is Holtville, California which is approximately 21 miles west of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT&T it is no longer desirable to co-locate on this tower.**

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

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

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

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



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

---



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

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

BY **CitySwitch II-A, LLC**

PULASKI COUNTY )  
STATE OF ARKANSAS ) ss.  
)

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

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

2. I manage AT&T's high-rent relocation program, under which AT&T identifies high-cost or economically burdensome antenna site leases that accommodate AT&T's communications equipment and materially inhibits AT&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost alternative antenna site lease locations to either improve or maintain wireless coverage.

3. I am familiar with the proposed tower to be constructed by **CitySwitch II-A, LLC ("CitySwitch")** at **Ted Kipf Road, Brawley, California 92227, APN 039-310-022** (the "**CitySwitch Tower**"). I am also familiar with the existing communications tower (the "**SBA Tower**") owned by **SBA Towers II, LLC ("SBA")** which is located at **Glamis Beach Store, Glamis, California 99283**. Both the existing **SBA Tower** and the location of the proposed **CitySwitch Tower** are located in AT&T's coverage search ring for this part of **Imperial County**.

4. AT&T currently leases space on the SBA Tower, along with related ground space at the base of the SBA Tower, to locate its communications equipment (the "**Wireless Facilities**"). AT&T has located its Wireless Facilities on the **SBA Tower** since **[3/3/2005]** but AT&T now desires to relocate its Wireless

**Ben Hulse**  
**FA #15797967**

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

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

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

6. AT&T maintains a co-location agreement with **SBA** for the **SBA** Tower. Under this agreement, **SBA** increases the rent, assesses other costs and poses other logistical issues when AT&T installs additional Wireless Facilities on the **SBA** Tower. AT&T anticipates future rent increases and costs from **SBA** if it remains co-located at the **SBA** Tower. Those rent increases and costs would result from, among other things, AT&T's equipment rights on the **SBA** Tower.

7. The current rent charged by **SBA** to co-locate on the **SBA** Tower is over **[Five]** times what **CitySwitch** will charge AT&T to co-locate on the **CitySwitch** Tower. Pursuant to the agreement between AT&T and **CitySwitch**, annual rent increases are less than the annual rent increases charged by **SBA**. At the current rate of rent increases, over the next twenty (20) years, the difference in rent paid by AT&T to remain on the **SBA** Tower versus relocating on the **CitySwitch** Tower is well over **[Six]** million dollars.

8. Since AT&T located on the **SBA** Tower in **[3/3/2005]**, rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since **[3/3/2005]**, which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT&T has requested tower rent reductions from **SBA**. Unlike other tower companies, **SBA** has resisted an economically sustainable cost structure with its existing AT&T co-location leases, such that many of these leases have become economically burdensome for AT&T.

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



**Ben Hulse**  
FA #15797967

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

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

Spencer Gambrell

*Spencer Gambrell*

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

*Mona Day*  
Notary Public State of Arkansas  
My Commission Expires



# Carrier Coverage Plots

---

# CAL02566 COVERAGE PLOTS

Coverage Plots v1

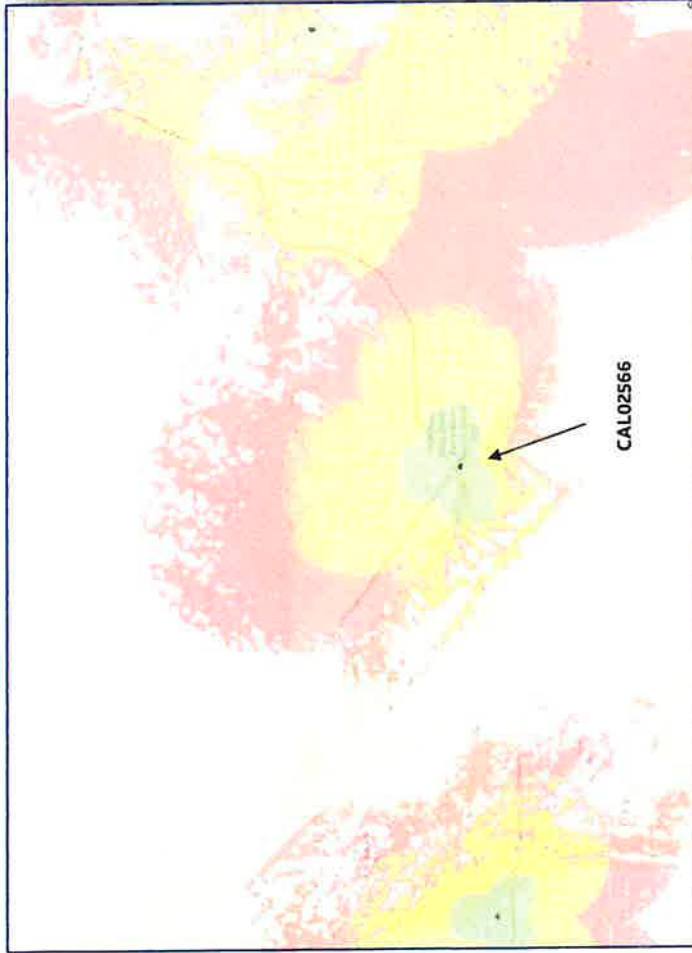


© 2019 AT&T Intellectual Property. AT&T, Globe logo, and DIRECTV are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners.

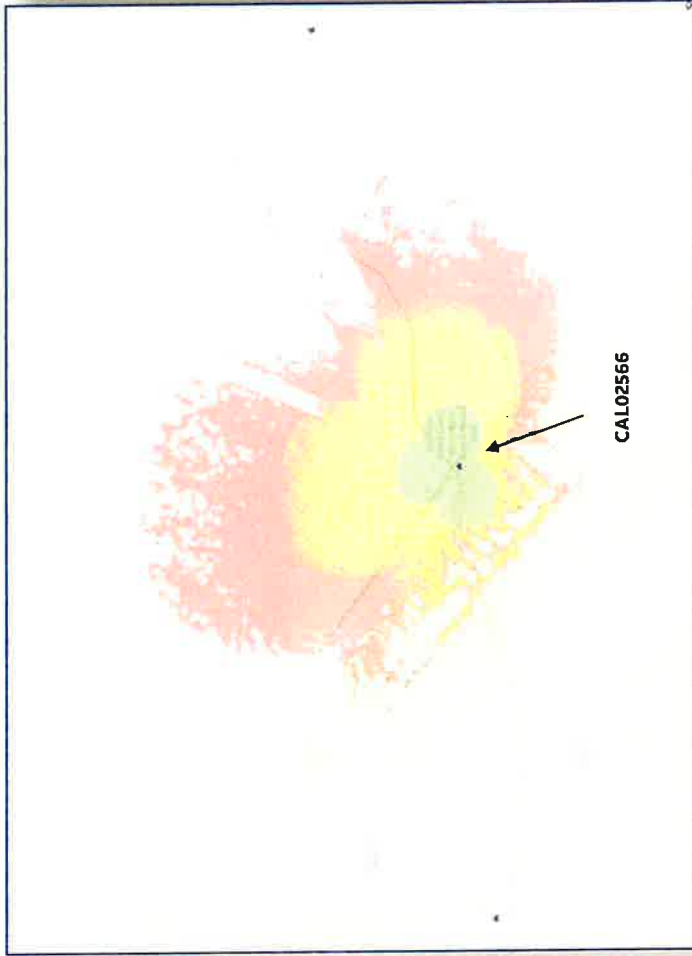


# CAL02566

EXISTING COVERAGE

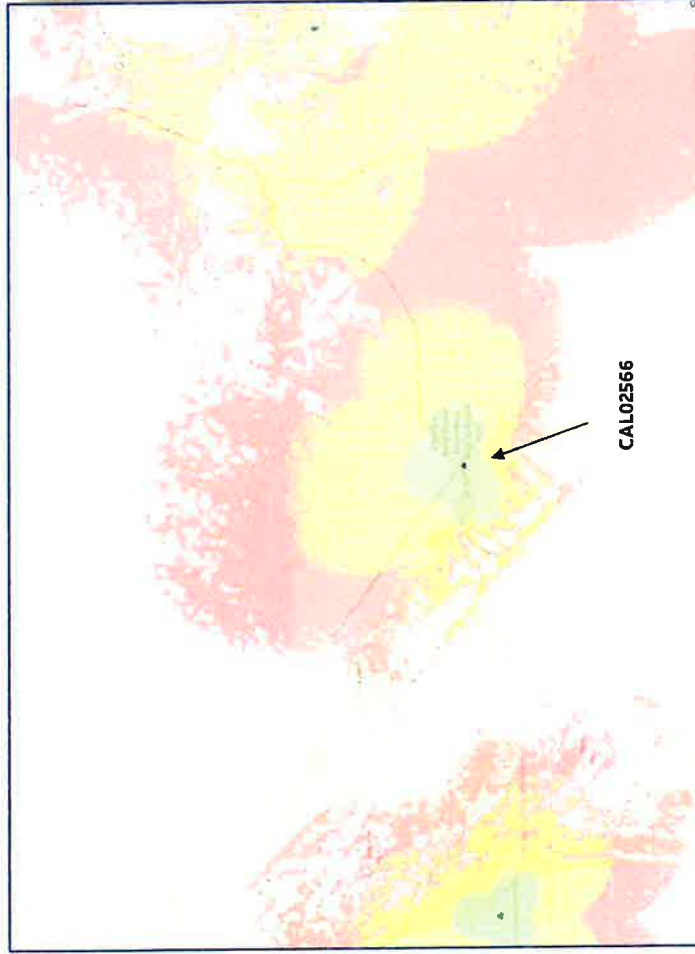


SINGLE SITE COVERAGE

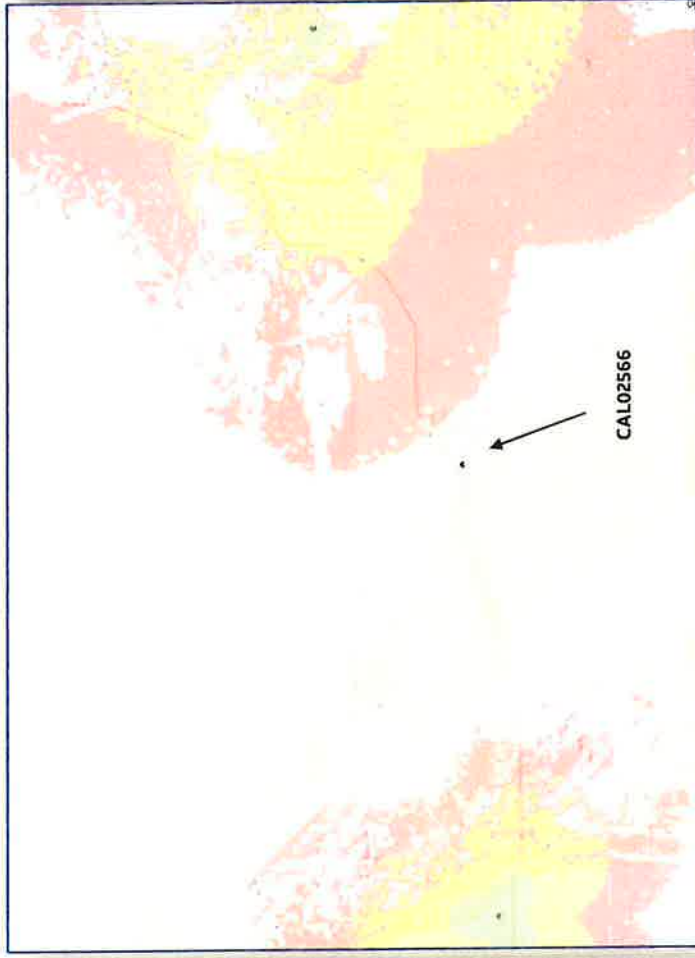


# CAL02566

EXISTING COVERAGE



EXISTING COVERAGE SITE OFF



# FAA Determination Letter

---



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

Aeronautical Study No.  
2022-AWP-12867-OE

Issued Date: 08/29/2022

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

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

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

Structure: Antenna Tower Ben Hulse  
Location: Brawley, CA  
Latitude: 32-59-53.92N NAD 83  
Longitude: 115-04-18.00W  
Heights: 337 feet site elevation (SE)  
165 feet above ground level (AGL)  
502 feet above mean sea level (AMSL)

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

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

This determination expires on 02/29/2024 unless:

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

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

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

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

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

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

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

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

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

**Signature Control No: 539124036-551428703**

( DNE )

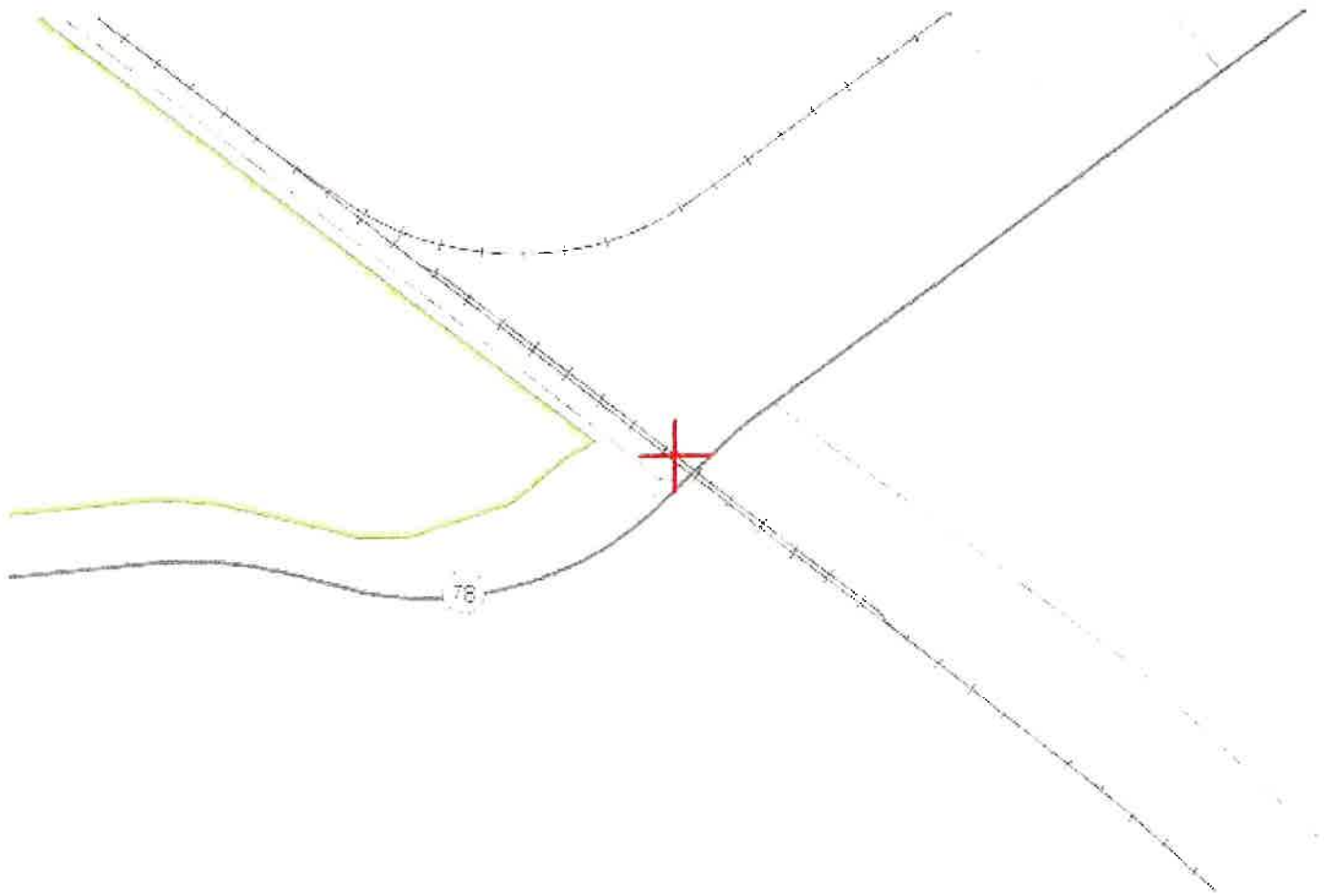
Vivian Vilaro  
Specialist

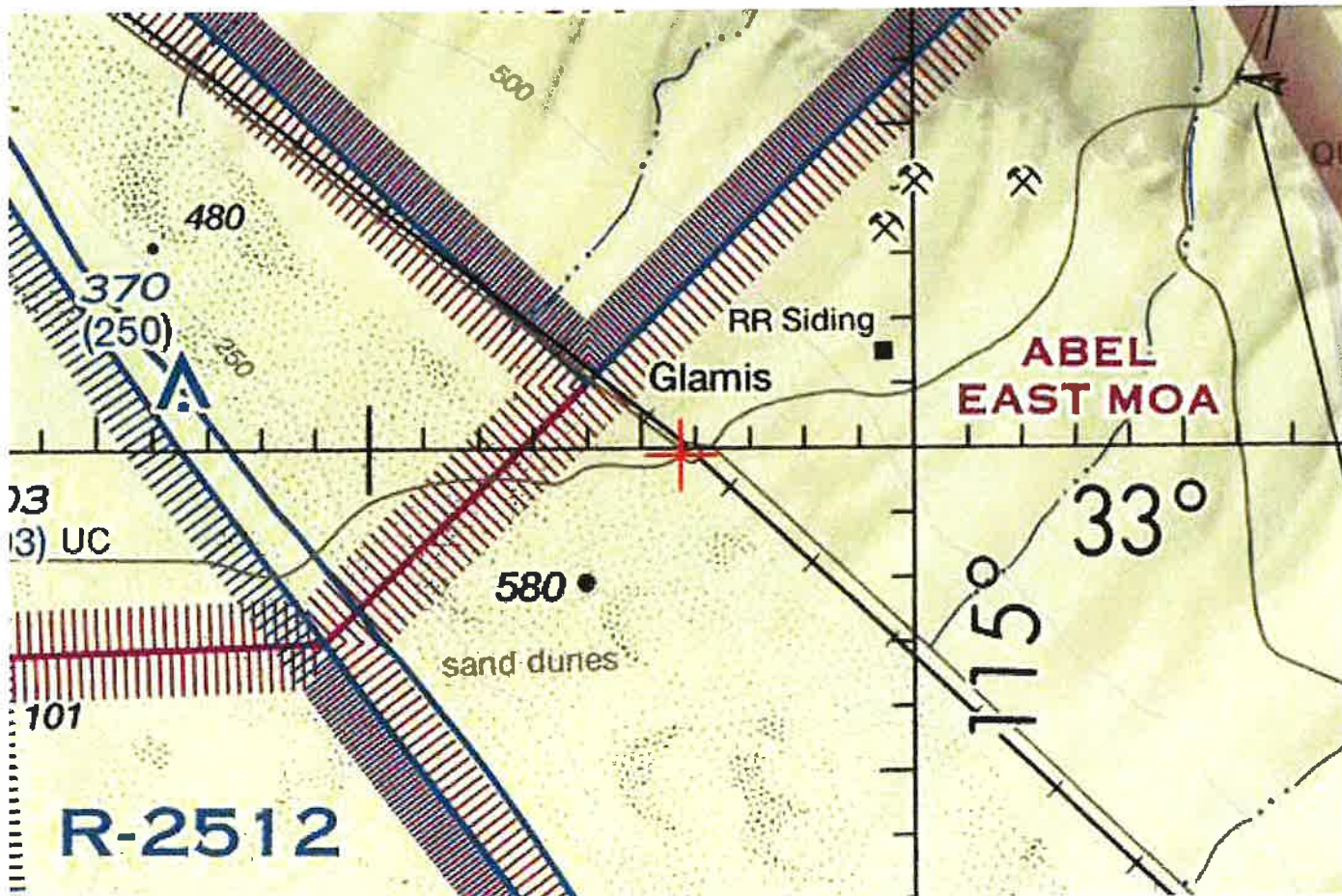
Attachment(s)  
Frequency Data  
Map(s)

cc: FCC

Frequency Data for ASN 2022-AWP-1286 / -OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
		GHz	55	dBW
6	7	GHz	42	dBW
6	7	GHz	55	dBW
10	11.7	GHz	42	dBW
10	11.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
21.2	23.6	GHz	42	dBW
21.2	23.6	MHz	1000	W
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	500	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	7	W
901	902	MHz	3500	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	17	dBW
932	932.5	MHz	1000	W
935	940	MHz	3500	W
940	941	MHz	500	W
1670	1675	MHz	500	W
1710	1755	MHz	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







# Fall Zone Certification

---

March 3, 2023

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

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

Dear Mr. Cook,

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

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

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

Sincerely,

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



3/3/23

# Site Plan

---





CITY SWITCH



WESTCHESTER SERVICES, LLC  
601 FOX GLEN  
BARRINGTON, IL 60010  
TEL: 815.377.4600  
FAX: 815.377.4609  
as@westchesterfreeservice.com

ZONING DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN

CHECKED BY: RSM

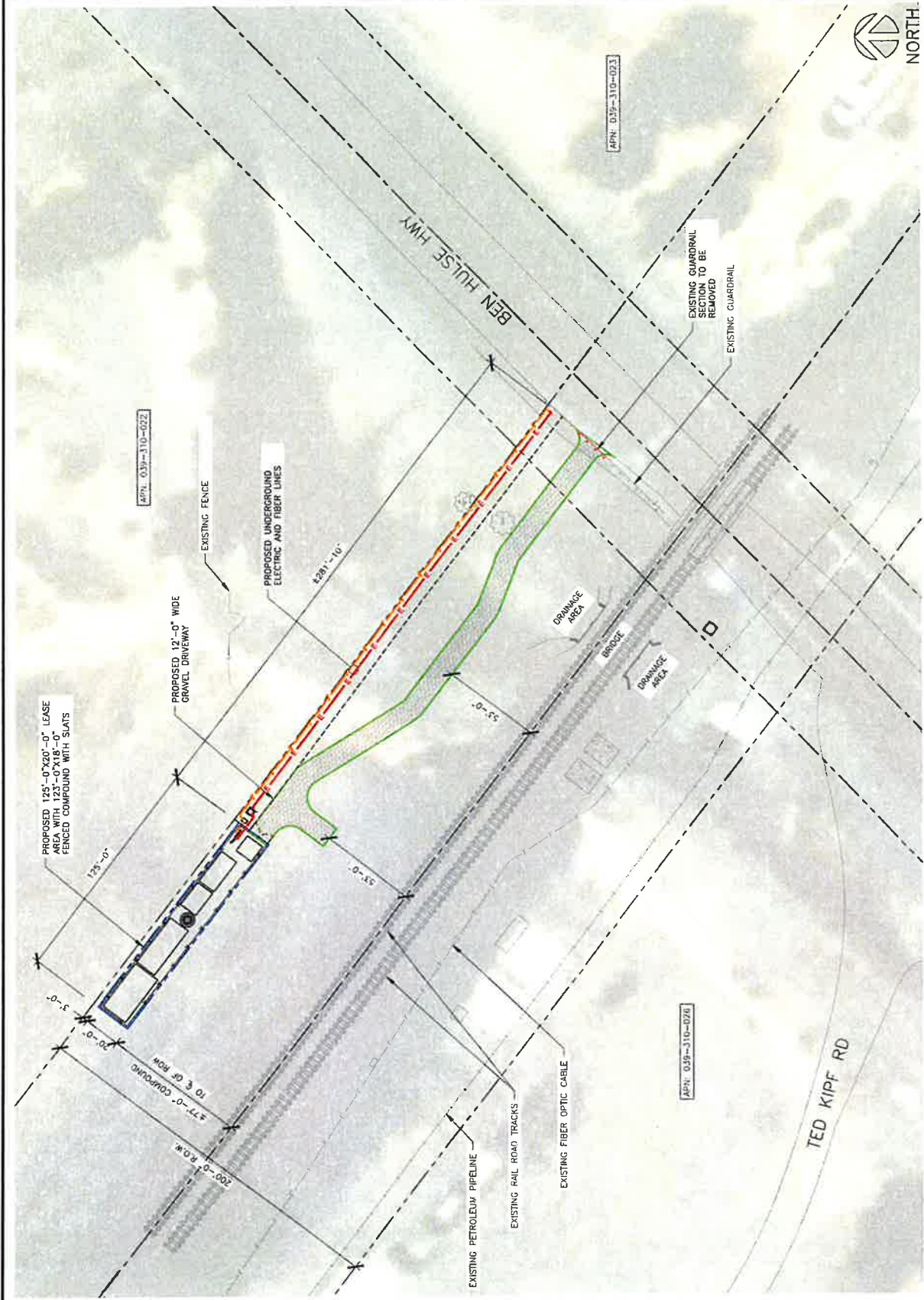
REV	DATE	DESCRIPTION
A	03/18/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

\*I, THE DRAFTER, CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA.

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

SHEET TITLE  
OVERALL  
SITE PLAN

SHEET NUMBER  
C-1



OVERALL SITE PLAN

SCALE: 1"=50'-0" (1:1524)  
(OR) 3"=50'-0" (1:2540)



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



**WESTCHESTER SERVICES, LLC**  
 441 FOX GLEN  
 BARRINGTON, IL 60015  
 TEL: 847.777.8900  
 FAX: 847.777.8900  
 info@westchester-services.com

ZONING DRAWINGS  
 NOT FOR CONSTRUCTION

DRAWN BY: MN

CHECKED BY: RSM

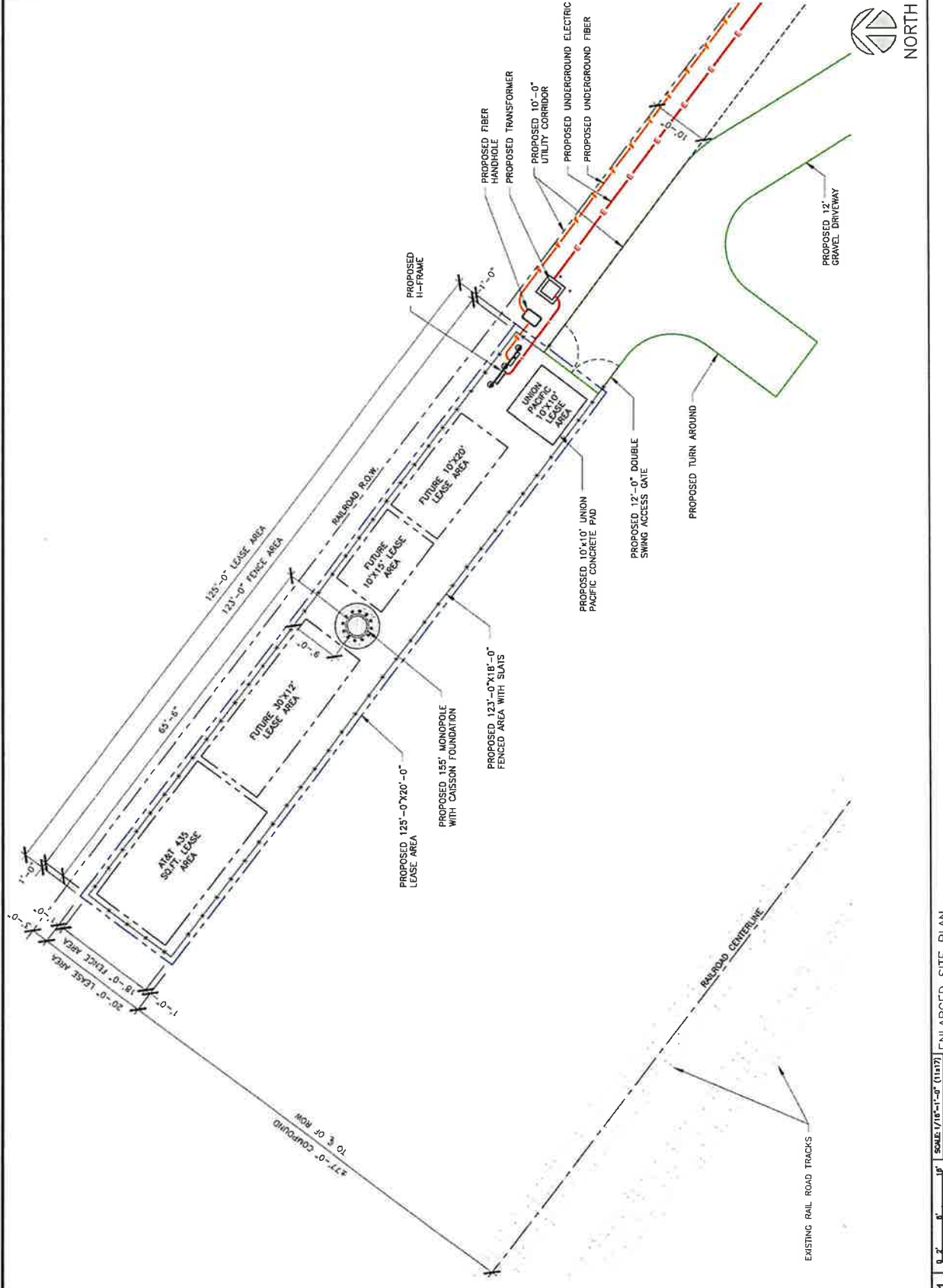
REV	DATE	DESCRIPTION
A	03/10/22	ZONING DRAWINGS
B	03/29/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

\* REBID COPY THAT THESE PLANS WERE SUBMITTED AND THAT I, M. J. DOLY, ACCEPTED THEM FOR THE STATE OF CALIFORNIA.

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

SHEET TITLE  
 ENLARGED  
 SITE PLAN

SHEET NUMBER  
 C-2



1 0' 2' 1" SCALE: 1/8"=1'-0" (11117) (001) 1/8"=1'-0" (22624) ENLARGED SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL CITY, COUNTY AND STATE REQUIREMENTS. I AM NOT PROVIDING ANY DESIGN OR CONSTRUCTION SERVICES IN ANY OTHER JURISDICTION.



**WESTICHESTER**  
SERVICES, LLC  
604 FOX GLEN  
BALENTON, IL 61810  
TEL: 815.233.3770  
FAX: 815.233.3771  
e@westichestertelecom.com

ZONING DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: JAH  
CHECKED BY: RSM

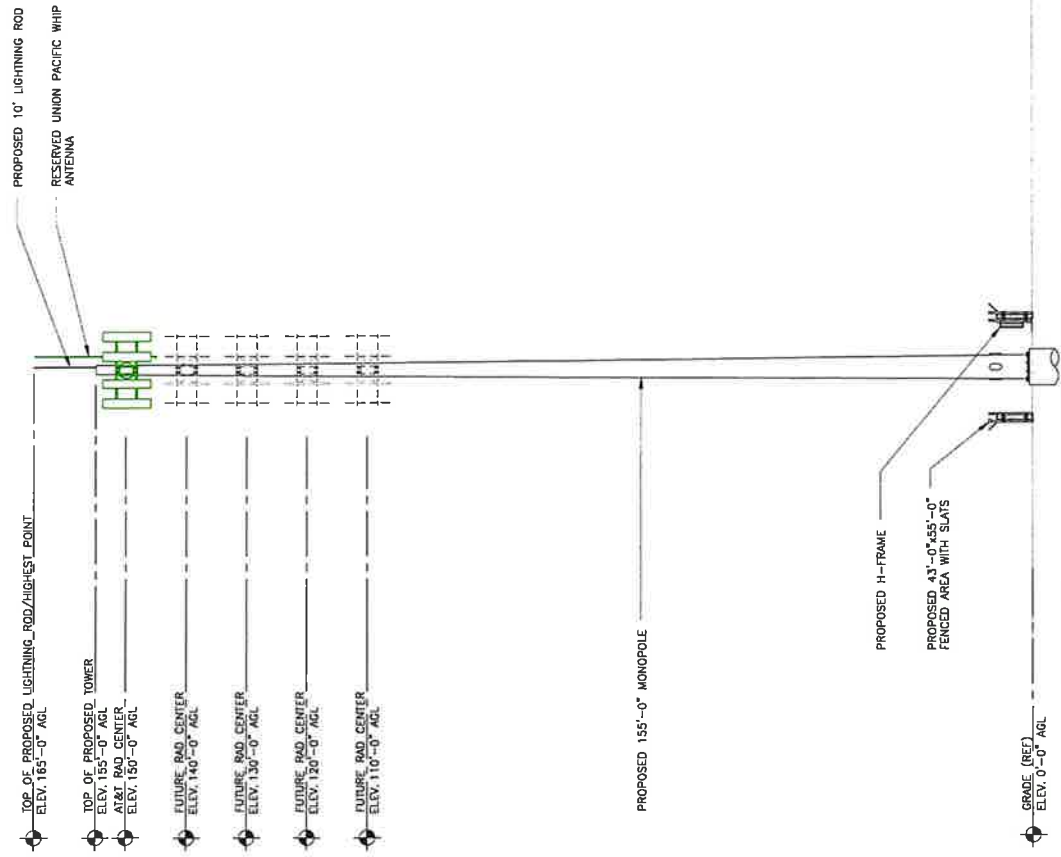
REV	DATE	DESCRIPTION
A	03/16/22	ZONING DRAWINGS
B	03/28/22	ZONING DRAWINGS
C	10/25/22	ZONING DRAWINGS

\* I DESIGN, COPY, PRINT THESE PLANS, MAKE ANY CHANGES, AND SIGNIFY THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER REGISTERED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE  
TOWER  
ELEVATION

SHEET NUMBER  
A-1



SCALE: 1"=20'-0" (1:161.3)  
(00) 2"=20'-0" (1:25.3)



TOWER ELEVATION







PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES AND SHALL REMAIN THE PROPERTY OF WESTCHESTER SERVICES. NO PART OF THESE DRAWINGS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES.

SHEET TITLE  
**NOTES & SPECIFICATIONS**

SHEET NUMBER  
**SP1**

**GENERAL NOTES:**

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

**SITE PREPARATION:**

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

**SITE WORK:**

- EARTHWORK AND DRAINAGE**
- PART 1 - GENERAL**
- WORK INCLUDED: SEE SITE PLAN.
  - DESCRIPTIONS
- ACCESS DRIVE W/ TURNAROUND AREA, LEASE AREA, AND IF APPLICABLE UNDERGROUND UTILITY EASEMENTS ARE TO BE CONSTRUCTED TO PROVIDE A WELL DRAINED, EASILY MAINTAINED, EVEN SURFACE FOR MATERIAL AND EQUIPMENT DELIVERIES AND MAINTENANCE PERSONNEL ACCESS.
- 3. QUALITY ASSURANCE**
- APPLY SOIL STERILIZER IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (AS NEEDED).
  - MAINTAIN GRASS SEED AS RECOMMENDED BY THE SEED PRODUCER (IF REQUIRED).
  - PLACE AND MAINTAIN VEGETATION LANDSCAPING, IF INCLUDED WITHIN THE CONTRACT, AS RECOMMENDED BY NURSERY INDUSTRY STANDARDS.
  - SEQUENCING
- COUNTRY SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
  - COMPLETELY GRUB THE ACCESS DRIVE W/ TURNAROUND, UNDERGROUND UTILITY EASEMENTS, (IF APPLICABLE) AND LEASE AREA PRIOR TO FOUNDATION CONSTRUCTION. PLACE AND SUB-BASE MATERIAL.
  - CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG ACCESS DRIVE.
  - ELEVATION PRIOR TO INSTALLING FOUNDATION. TURNAROUND TO BASE COURSE.
  - APPLY SOIL STERILIZER PRIOR TO PLACING BASE MATERIALS.
  - GRADE, SEED, FERTILIZER, AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE.
  - REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE TO AN AUTHORIZED AREA OR AS DIRECTED BY PROJECT MANAGER.
  - AFTER APPLICATIONS OF FINAL SURFACES, APPLY SOIL STERILIZER TO STONE SURFACES.
- 5. SUBMITTALS**
- BEFORE CONSTRUCTION IF LANDSCAPING IS APPLICABLE TO THE CONTRACT, SUBMIT A LIST OF THE LANDSCAPING TO BE INCLUDED IN THE CONTRACT. PROVIDE ITEMIZED LISTING OF PROPOSED COSTS ON NURSERY LETTERHEAD (REFER TO PLANS FOR LANDSCAPING REQUIREMENTS).
  - AFTER CONSTRUCTION
    - MANUFACTURER'S DESCRIPTION OF PRODUCT AND WARRANTY STATEMENT ON SOIL STERILIZED.
    - MANUFACTURER'S DESCRIPTION OF PRODUCT ON GRASS SEED AND FERTILIZER.
    - LANDSCAPING WARRANTY STATEMENT.

**PART 2 - PRODUCTS**

- SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 910 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563-8000 AMBUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 528-4924
- ROAD AND SITE MATERIALS SHALL CONFORM TO TYPICAL SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- SOIL STABILIZER FABRIC SHALL BE MIRAF - 500K.

**PART 3 - EXECUTION**

- INSPECTIONS  
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION
  - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURNAROUND FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) FEET DEPTH. UNLESS OTHERWISE NOTED, ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
  - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL TO REMOVE UNDESIRABLE SOIL CONDITIONS AND ENCOUNTERED IN THE AREAS WITH STABILIZER MAT. PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION
  - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND EXCAVATIONS, IN ORDER THAT UPON DISTRIBUTION OF SKILLS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADE.
  - CLEAR EXCESS SPALLS IF ANY FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
  - BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION TO MATCH EXISTING DRIVE. CONSTRUCT AND OBSERVE DURING CONSTRUCTION OF THE STRUCTURE.
  - AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
  - THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED. EXISTING DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
  - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
  - THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE AREA AS INDICATED.
  - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
  - APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES OPENINGS.
  - APPLY RIPRAP TO THE SIDES OF DITCHES AT CULVERT AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED. UNDER NO CIRCUMSTANCES WILL STONES OR CULVERTS BE PLACED IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
  - HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN 80 DEGREES OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
  - APPLY AND MAINTAIN DRAINAGE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
  - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
  - APPLY FERTILIZER OF SEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

**PART 1 - GENERAL**

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

**PART 2 - PRODUCTS**

- SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 910 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563-8000 AMBUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 528-4924
- ROAD AND SITE MATERIALS SHALL CONFORM TO TYPICAL SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- SOIL STABILIZER FABRIC SHALL BE MIRAF - 500K.

**PART 3 - EXECUTION**

- INSPECTIONS  
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION
  - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURNAROUND FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) FEET DEPTH. UNLESS OTHERWISE NOTED, ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
  - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL TO REMOVE UNDESIRABLE SOIL CONDITIONS AND ENCOUNTERED IN THE AREAS WITH STABILIZER MAT. PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION
  - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND EXCAVATIONS, IN ORDER THAT UPON DISTRIBUTION OF SKILLS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADE.
  - CLEAR EXCESS SPALLS IF ANY FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
  - BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION TO MATCH EXISTING DRIVE. CONSTRUCT AND OBSERVE DURING CONSTRUCTION OF THE STRUCTURE.
  - AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
  - THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED. EXISTING DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
  - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
  - THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE AREA AS INDICATED.
  - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
  - APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES OPENINGS.
  - APPLY RIPRAP TO THE SIDES OF DITCHES AT CULVERT AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED. UNDER NO CIRCUMSTANCES WILL STONES OR CULVERTS BE PLACED IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
  - HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN 80 DEGREES OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
  - APPLY AND MAINTAIN DRAINAGE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
  - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
  - APPLY FERTILIZER OF SEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

**PART 1 - GENERAL**

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

**PART 2 - PRODUCTS**

- SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 910 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563-8000 AMBUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 528-4924
- ROAD AND SITE MATERIALS SHALL CONFORM TO TYPICAL SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- SOIL STABILIZER FABRIC SHALL BE MIRAF - 500K.

**PART 3 - EXECUTION**

- INSPECTIONS  
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION
  - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURNAROUND FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) FEET DEPTH. UNLESS OTHERWISE NOTED, ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
  - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL TO REMOVE UNDESIRABLE SOIL CONDITIONS AND ENCOUNTERED IN THE AREAS WITH STABILIZER MAT. PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION
  - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND EXCAVATIONS, IN ORDER THAT UPON DISTRIBUTION OF SKILLS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADE.
  - CLEAR EXCESS SPALLS IF ANY FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
  - BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION TO MATCH EXISTING DRIVE. CONSTRUCT AND OBSERVE DURING CONSTRUCTION OF THE STRUCTURE.
  - AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
  - THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED. EXISTING DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
  - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
  - THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE AREA AS INDICATED.
  - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
  - APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES OPENINGS.
  - APPLY RIPRAP TO THE SIDES OF DITCHES AT CULVERT AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED. UNDER NO CIRCUMSTANCES WILL STONES OR CULVERTS BE PLACED IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
  - HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN 80 DEGREES OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
  - APPLY AND MAINTAIN DRAINAGE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
  - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
  - APPLY FERTILIZER OF SEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

**PART 1 - GENERAL**

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

**PART 2 - PRODUCTS**

- SOIL STERILIZER SHALL BE EPA-REGISTERED, PRE-EMERGENCE LIQUID: TOTAL KILL PRODUCT 910 EPA 10292-7 PHASAR CORPORATION P.O. BOX 5123 DEARBORN, MI 48128 (313) 563-8000 AMBUSH HERBICIDE EPA REGISTERED FRAMAR INDUSTRIAL PRODUCTS 1435 MORRIS AVE. UNION, NJ 07083 (800) 528-4924
- ROAD AND SITE MATERIALS SHALL CONFORM TO TYPICAL SPECIFICATIONS FILL MATERIAL (UNLESS OTHERWISE NOTED) - ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH STATE DEPARTMENT OF HIGHWAY AND TRANSPORTATION STANDARD SPECIFICATIONS.
- SOIL STABILIZER FABRIC SHALL BE MIRAF - 500K.

**PART 3 - EXECUTION**


- INSPECTIONS  
LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.
- PREPARATION
  - CLEAR TREES, BRUSH AND DEBRIS FROM LEASE AREA, ACCESS DRIVE W/ TURNAROUND FOR CONSTRUCTION. B. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX (6) FEET DEPTH. UNLESS OTHERWISE NOTED, ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
  - PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL TO REMOVE UNDESIRABLE SOIL CONDITIONS AND ENCOUNTERED IN THE AREAS WITH STABILIZER MAT. PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL.
- INSTALLATION
  - GRADE OR FILL THE LEASE AREA AND ACCESS DRIVE W/ TURNAROUND EXCAVATIONS, IN ORDER THAT UPON DISTRIBUTION OF SKILLS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADE.
  - CLEAR EXCESS SPALLS IF ANY FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
  - BRING THE ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION TO MATCH EXISTING DRIVE. CONSTRUCT AND OBSERVE DURING CONSTRUCTION OF THE STRUCTURE.
  - AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
  - THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED. EXISTING DRIVE, GRADE THE EXISTING DRIVE TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR STONE.
  - PLACE FILL OR STONE IN SIX (6) INCH MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
  - THE TOP SURFACE COURSE SHALL EXTEND A MINIMUM OF ONE (1) FOOT BEYOND THE AREA AS INDICATED.
  - APPLY RIPRAP TO THE SIDE SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS, AND ALL OTHER SLOPES GREATER THAN 2:1.
  - APPLY RIPRAP TO THE SIDES OF DITCHES OR DRAINAGE SWALES OPENINGS.
  - APPLY RIPRAP TO THE SIDES OF DITCHES AT CULVERT AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAPPED. UNDER NO CIRCUMSTANCES WILL STONES OR CULVERTS BE PLACED IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
  - HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN 80 DEGREES OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX (6) FEET ABOVE THE CULVERT ENTRANCE.
  - APPLY AND MAINTAIN DRAINAGE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
  - SOIL SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
  - APPLY FERTILIZER OF SEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.


THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER SERVICES AND SHALL REMAIN THE PROPERTY OF WESTCHESTER SERVICES. NO PART OF THESE DRAWINGS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES.


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


SHEET TITLE  
**NOTES & SPECIFICATIONS**

SHEET NUMBER  
**SP1**









WESTCHESTER SERVICES, LLC  
1000 W. UNIVERSITY BLVD  
BALTIMORE, MD 21277-0070  
TEL: 410.271.0060  
FAX: 410.271.0060  
WWW.WESTCHESTERSERVICES.COM

**PRELIMINARY DRAWINGS**  
**NOT FOR CONSTRUCTION**

DRAWN BY:	MN	DATE:	DESCRIPTION:	ROOM:
CHECKED BY:		A. 10/2/23	PRELIMINARY	

THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

**SITE NAME:**  
BEN HULSE  
**SITE ADDRESS:**  
5175 CA-78  
BRAMLEY, CA 93227  
IMPERIAL COUNTY

SHEET TITLE  
**NORTH & SPECIFICATIONS**

SHEET NUMBER  
**SP2**

**FIELD QUALITY CONTROL**

COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.

**PROTECTION**

- PROTECT SEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
- ALL TREES PLANTED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH PROTECTED WIRE, AND SECURED TO 2' X 2' X 4' SIDES OF THE TREE.
- PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAIN BARS AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SIDE OF ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY TO THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

**TRENCHING.**

**MATERIALS. SUB-CONTRACTOR SHALL:**

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

**PIPE DETECTION AND IDENTIFICATION. SUB-CONTRACTOR SHALL:**

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

**TRENCH EXCAVATION. SUB-CONTRACTOR SHALL:**

- DIG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
- TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT WITHOUT ENDANGERING THE EXISTING STRUCTURES AND UTILITIES.
- DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY AS DIRECTED BY THE CONSTRUCTION MANAGER.
- USE HAND TRENCHING METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES AND OTHER FACILITIES.

**TRENCH PROTECTION. SUB-CONTRACTOR SHALL:**

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

**BACKFILLING. SUB-CONTRACTOR SHALL:**

- NOTIFY THE CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF BACKFILLING.
- BACKFILL TRENCH WITH LIFTS UP TO 6" LOOSE MEASURE.
- PROTECT CONDUIT FROM LATERAL MOVEMENT AND DAMAGE FROM IMPACT FROM THE TRENCH AND PROVIDE PROTECTIVE COVERING FOR ALL CONDUIT AND/OR STRUCTURES. DO NOT FREE-FALL BACKFILL INTO TRENCH UNTIL AT LEAST 6" OF COVER IS OVER CONDUIT.

**COMPACTION. SUB-CONTRACTOR SHALL:**

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

**FENCING AND GATE(S).**

**PART 1 - GENERAL**

- WORK INCLUDED SEE PLAN FOR SITE AND LOCATION OF FENCE AND GATE(S). THIS SPECIFICATION WILL BE EXHAUSTIVE AND SHALL BE CONSIDERED THE ENTIRETY OF THIS SPECIFICATION. ALL FENCING SHALL BE INSTALLED WITHIN THE WIDTH OF THE ZINC COATING OF THE FABRIC SHALL NOT BE LESS THAN 12 INCHES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE 'E' ZINC, 18 OUNCES PER SQUARE FOOT.
- SEQUENCING IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE AND THE FENCE IS TO BE INSTALLED THEREAFTER, THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT CONTAMINATION OF SAND SURFACE COURSE.
- SUBMITTALS
  - MANUFACTURER'S DESCRIPTIVE LITERATURE.
  - CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

**PART 2 - PRODUCTS**

- FENCE MATERIAL, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- FABRIC SHALL BE 34-1/2" HIGH TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVAGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF THE TOP SELVAGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF BARBED WIRE SHALL BE DOUBLE-STRAND, 12-1/2" GAUGE TWISTED WIRE WITH 14-GAUGE, 4-POINT ROUND BARBS SPACED ON FIVE-INCH CENTERS.
- ALL POSTS SHALL BE SCHEDULE 40 (2 3/4" O.D.) CORNER 3" SCHEDULE 40 (3 1/2" O.D.) SCHEDULE 40 (2 3/4" O.D.) CORNER 3" SCHEDULE 40 (3 1/2" O.D.).
- GATE POSTS SHALL BE EXTENDED 32 INCHES, INCLUDING DOME CAP, TO PROVIDE FOR ATTACHMENT OF BARBED WIRE.
- ALL TOP AND BRACE RAILS SHALL BE 1 1/2" DIAMETER SCHEDULE 40 MECHANICAL-SERVICE PIPE.
- MECHANICAL-SERVICE PIPE SHALL BE 1.60 INCH DIAMETER SCHEDULE 40 MECHANICAL-SERVICE PIPE.
- GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE, AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- WITH MODEL 6408, 180-DEGREE ATTACHMENT.
- THE GUIDE (LATCH ASSEMBLY) SHALL BE HEAVY INDUSTRIAL DOUBLE GATE LATCH. SEE DETAIL.
- LATCHES AND STOPS SHALL BE PROVIDED FOR ALL GATES.
- LEAF OF ALL DOUBLE LEAF INSTALLATIONS TO BE PROVIDED AT THE INACTIVE LEAF OF ALL GATES.
- ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- A NO. 7 GAUGE, ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF EACH LINE/CORNER POST.
- A SIX-INCH BY 1/2-INCH DIAMETER EYEBOLT TO HOLD TENSION WIRE SHALL BE PLACED AT LINE POSTS.
- STRETCHER BARS SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT CROSS-SECTIONAL AREA.
- TURNBUCKLES, GATE AND PANELS SHALL HAVE A 3/8-INCH TRUSS ROD WITH WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
- OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS, BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
- BARBED WIRE SUPPORT ARMS SHALL BE PRESSED STEEL COMPLETE WITH SET BOLT AND LOCK WIRE IN THE ARM.
- PIPE CAPS SHALL BE MALLEABLE IRON, DOME OR ACORN SHAPED AS REQUIRED BY W. WHERE THE USE OF CONCERTINA HAS BEEN SPECIFIED, 24-INCH DIAMETERS COIL BARBED TAPE, STAINLESS STEEL, CYCLONE FENCE MODEL ORP 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.

**APPLICABLE STANDARDS**

ASTM-A120 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED GALVANIZED (GALVANIZED) WELDED AND SEAMLESS, FOR ORDINARY USES.

ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.

ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON STEEL PRODUCTS.

ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A481 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC.

ASTM-A525 (GALVANIZED) HOT-DIPPED ZINC COATED STEEL SHEET AND STRIP, STRUCTURAL QUALITY.

ASTM-A570 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

ASTM-A535 FEDERAL SPECIFICATION RR-F-191- FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES)

**METALS**

**PART 1 - GENERAL**

**SECTION INCLUDES:**

- STRUCTURAL STEEL FRAMING MEMBERS, BASE PLATES, PLATES, BARS, THREADED STRUCTURAL FASTENERS, ANTENNA SUPPORT ASSEMBLIES, GRATING, STEEL PLATFORMS AND PEDESTAL SUPPORTS, AND GROUTING UNDER BASE PLATES.

**QUALITY ASSURANCE**

- FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH ALSO SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
- PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

**PART 2 - PRODUCTS**

- MATERIALS:
  - STRUCTURAL STEEL MEMBERS: ASTM A572, GRADE 60
  - STRUCTURAL TUBING: ASTM A500, GRADE B
  - PIPE: ASTM A53, TYPE E OR S, GRADE B
  - BOLTS, NUTS, AND WASHERS: ASTM A325
  - ANCHOR BOLTS: ASTM A307
  - WELDING MATERIALS: ASTM D-11, TYPE REQUIRED FOR MATERIALS BEING WELDED

**METALS - CONTINUED**

G. GROUT: NON-SHRINK TYPE, PREMIXED COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, AND WATER. SHALL BE PLACED IN PLACE AND SHALL BE CAPABLE OF DEVELOPING A MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.

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

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

2. FABRICATION: CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINUOUS WELDS. GRIND EXPOSED WELDS SMOOTH.

3. FINISH:  
 A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCE WITH SSPC SP-1 TO SHOP PROCEDURES.  
 B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED.

**PART 3 - EXECUTION**

**EXAMINATION AND PREPARATION:**

1. VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE TO PERFORM THE WORK.

**ERECTION:**

- ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING.
- NON-SHRINK GROUT: PERFORMED ON CROWN CASTLE USA, INC. TO MAINTAIN JOINTS. WELDING SHALL BE IN ACCORDANCE WITH AMERICAN WELDING SOCIETY AWS D11.1 STRUCTURAL STEEL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX.
- DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT.
- AFTER ERECTION, TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRIMED OR GALVANIZED WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS).

**FIELD QUALITY CONTROL:**

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

**CONCRETE:**

1. WORK INCLUDES FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE CONCRETE, FINISHING, AND CURING.

**INSPECTIONS**

- CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT INSPECTIONS REQUIRED FOR THE SCOPE OF WORK BEING PERFORMED.
- ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE AT&T/WIRELESS CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.
- THE AT&T/WIRELESS CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURE.

**QUALITY ASSURANCE**

- CONSTRUCT AND ERECT CONCRETE FORM WORK IN ACCORDANCE WITH ACI 301 AND ACI 318.
- PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ASTM A194.
- PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI 301, ACI 318, AND ACI 117-80.

**SUBMITTALS**

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

**PART 2 - PRODUCTS**

**REINFORCEMENT MATERIALS**

A. REINFORCEMENT STEEL, ASTM A615, 60KSI YIELD GRADE, REINFORCING STEEL, RIBBED, PLAIN FINISH.

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

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

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

**CONCRETE MATERIALS**

A. CEMENT: ASTM C150, PORTLAND TYPE.

B. FINE AND COURSE AGGREGATES: ASTM C33 - MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED ONE (1) INCH SIZE SUITABLE FOR INSTALLATION METHODS UTILIZED FOR ONE-THIRD CLEAR DISTANCE BEHIND OR BETWEEN REINFORCING.

C. WATER: CLEAN AND NOT DETRIMENTAL TO CONCRETE.

D. AIR ENTRAINING ADJUTIVE: ASTM C260.

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

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

**CONCRETE MIX**

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

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

C. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR LOCAL ANTICIPATED AGGRESSIVE ACTIONS. THE DURABILITY REQUIREMENTS OF ACI 318 CHAPTER F4 SHALL BE SATISFIED BASED ON THE CONDITIONS OF THE CONCRETE AS FOLLOWS:  
 1. COMPRESSIVE STRENGTH: 4000 PSI AT 28 DAYS.  
 2. SLUMP : 3 INCHES.

**EXECUTION:**

1. INSERTS, EMBEDDED COMPONENTS AND OPENINGS

A. THE CONTRACTOR SHALL COORDINATE AND CROSS CHECK ARCHITECTURAL, BUILDING AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, ANCHORS, HANGERS, AND OTHER ITEMS RELATED TO CONCRETE WORK AND SHALL ASSUME FULL RESPONSIBILITY FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.

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

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

D. INSTALL CONCRETE ACCESSORIES STRAIGHT, LEVEL AND PLUMB.

**REINFORCEMENT PLACEMENT**

A. PLACE REINFORCEMENT, SUPPORTED AND SECURED AGAINST DISPLACEMENT.

B. ENSURE REINFORCING IS CLEAN, FREE OF LOOSE SCALE, DIRT, OR OTHER FOREIGN CONTAMINANTS.

C. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.

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

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

**PLACING CONCRETE**

A. VIBRATE ALL CONCRETE.

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

**CURING**

A. AFTER PLACEMENT, PROTECT CONCRETE FROM PREMATURE DRYING.

B. MAINTAIN CONCRETE WITH MINIMAL MOISTURE LOSS AT RELATIVELY CONSISTENT TEMPERATURE FOR A PERIOD NECESSARY FOR HYDRATION OF CEMENT AND HARDENING OF CONCRETE.

5. PROVIDE HAND RUBBED SMOOTH FINISH TO ALL EXPOSED VERTICAL FORMED CONCRETE SURFACES.

**FIELD QUALITY CONTROL**

A. SUBMIT THREE (3) CONCRETE TEST CYLINDERS - TAKEN EVERY 15 CUBIC YARDS OR LESS. SUBMIT CONCRETE TESTS TO THE PROJECT MANAGER IN ACCORDANCE TO ASTM C-31 AND C-39.

B. SUBMIT ONE (1) ADDITIONAL TEST CYLINDER - TAKEN DURING COLD WEATHER HOURS 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.

**DEFECTIVE CONCRETE**

MODIFY OR REPLACE CONCRETE NOT CONFORMING TO REQUIRED SPECIFICATIONS, DETAILS OR ELEVATIONS AS DIRECTED BY THE AT&T/WIRELESS CONSTRUCTION MANAGER.

**GENERAL ELECTRICAL NOTICES:**

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

2. CONTRACTOR SHALL PERFORM ALL VERIFICATION TESTS AND EXAMINATION WORK PRIOR TO THE ORDERING OF THE ELECTRICAL EQUIPMENT AND THE ACTUAL CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES LISTING ALL MALFUNCTIONS, FAULTY EQUIPMENT AND DISCREPANCIES.

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

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

5. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE A MINIMUM INTERRUPTING RATING OF 42000 AIC.

6. FOR COMPLETE INTERNAL WIRING AND ARRANGEMENT REFER TO VENDOR PRINTS PROVIDED BY AT&T/WIRELESS FOR BITS CABINET.

7. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.

8. PROVIDE AT&T/WIRELESS WITH ONE SET OF COMPLETE ELECTRICAL 'AS-BUILT' DRAWINGS AT THE COMPLETION OF THE JOB SHOWING ACTUAL ROUTINGS AND WIRING CONNECTIONS.

9. ALL SWIRL-PHASE SELF CONTAINED METER CONNECTION DEVICES MUST INCLUDE HOUSING TYPE BY-PASS PROVISION SO THAT SERVICES WILL NOT BE INTERRUPTED WHEN A METER IS REMOVED FROM THE SOCKET.

10. ALL EQUIPMENT PUNCH OUTS AND CONDUITS (USED AND SPARE) TO BE ROBERT PROOFED WITH CAPS, STEEL MESH, AND/OR FOAM FILL BY CONTRACTOR AS NEEDED.

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

12. CONTRACTOR TO PROVIDE 2 PNEUMATIC LABELS AT METER ONE TO IDENTIFY AT&T/WIRELESS DISCONNECT AND THE OTHER TO OWN. THE SITE ADDRESS.

13. ALL CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT SPECIFIED ON THE PRINTS SHALL BE NEW AND UNUSED, OF CURRENT MANUFACTURE AND OF THE HIGHEST GRADE.



**PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION**

DRAWN BY: MN  
 CHECKED BY: ROMA

REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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

SITE NAME:  
 BEN HULSE  
 SITE ADDRESS:  
 5175 CA-78  
 BRAWLEY CA 92227  
 IMPERIAL COUNTY

SHEET TITLE  
**NOTES &  
 SPECIFICATIONS**

SHEET NUMBER  
**SP3**

**GENERAL ELECTRICAL NOTES (CONTINUED):**

14. ALL EQUIPMENT, MATERIAL AND THE INSTALLATION METHODS SPECIFIED ON THE PROJECT DRAWINGS SHALL BE DESIGNED AND FABRICATED IN COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS, AND APPROPRIATE INDUSTRIAL CONSENSUS STANDARDS AND CODES INCLUDING ANSI, IEEE, NEMA, NFPA AND UL, ALL AS REVISED AS OF THE DATE OF THIS WORK PACKAGE.
15. ALL ELECTRICAL ITEMS BOTH CONTRACTOR AND OWNER FURNISHED SHALL BE CHECKED FOR AGREEMENT WITH THE PROJECT DRAWINGS AND THE PROJECT MANUAL. ANY DISCREPANCIES BETWEEN DRAWINGS AND PROJECT MANUAL IS UNACCEPTABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED.
16. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED.
17. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED.
18. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED.
19. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF TEMPORARY, IF REQUIRED, AND PERMANENT POWER WITH THE LOCAL UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED.
20. PROVIDE WOLDED CASE BOLT ON THERMAL MAGNETIC TRIP, SINGLE OR TWO OR THREE POLE CIRCUIT BREAKERS, MULTIPLE POLE CIRCUIT BREAKERS SHALL BE SINGLE HANDLE COMMON TRIP. SHORT CIRCUIT INTERRUPTING RATING SHALL BE AS REQUIRED FOR AVAILABLE FAULT CURRENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AGENCIES INVOLVED.
21. CONTRACTOR SHALL PERFORM ALL EXCAVATION, TRENCHING, AND ALL WORK IN ACCORDANCE WITH THE PROJECT DRAWINGS. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF UNDERGROUND UTILITIES AND GROUND WITH THE FOUNDATION INSTALLATION. HAND DIGGING WILL BE REQUIRED IN THE COMPOUND ONLY.
22. CONTRACTOR SHALL PROVIDE ALL NECESSARY SUPPORTS FOR EQUIPMENT INSTALLED AS PART OF THIS PROJECT. SUPPORTS SHALL BE GALVANIZED STEEL FRAMES, PLATES, BRACKETS, RACKS, SPORES OR BY WELDING TO PROVIDE RIGID SUPPORT.
23. CONTRACTOR SHALL CALL THE APPROPRIATE UTILITIES PROTECTION SERVICE BEFORE ANY UNDERGROUND WORK IS PERFORMED, SUCH AS TRENCHING, EXCAVATING, AND DRIVING GROUNDING RODS.
24. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENTLY ENGRAVED LAMINATED PHENOLIC NAMEPLATES. (MINIMUM LETTER HEIGHT SHALL BE 1/2") NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS AND AS PER A1ETWIRELESS SPECIFICATIONS.

**GENERAL RACEWAY NOTES:**

1. CONDUIT AND CONDUIT FITTINGS SHALL MEET ANSI AND NEC LISTED.
  - A. RIGID CONDUIT SHALL CONFORM TO ANSI C801 AND REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE STANDARD WEIGHT MILD RIGID STEEL, HOT DIP GALVANIZED WITH INSIDE AND OUTSIDE SURFACES PROTECTED WITH ZINC COATING AND ENAMEL FITTINGS SHALL MEET THESE SAME REQUIREMENTS. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.
  - B. PVC CONDUIT SHALL CONFORM TO UL STANDARD 651-80 AND THE REQUIREMENTS OF NEC, PARAGRAPH 347. CONDUIT SHALL BE HEAVY WALL TYPE, SCHEDULE 40 OR 60, AND SUNLIGHT RESISTANT. FITTINGS SHALL BE OF THE UNTHREADED SOLVENT CEMENT TYPE.
  - C. EMT CONDUIT (FOR USE BEHIND WALLS OR ABOVE SUSPENDED CEILING ONLY), ELECTRIC METALLIC TUBING SHALL CONFORM TO ANSI C803 AND THE REQUIREMENTS OF NEC, PARAGRAPH 348 AND BE PROTECTED ON EXTERIOR WITH A ZINC COATING AND ENAMEL FITTINGS SHALL MEET THESE SAME REQUIREMENTS. ENAMEL FITTINGS SHALL BE ZINC COATED STEEL.
2. MINIMUM CONDUIT SIZE SHALL BE 3/4", SIZES NOT SHOWN ON DRAWINGS SHALL BE PER NEC.

**GENERAL GROUNDING NOTES:**

1. ALL WORK SHALL COMPLY WITH THE LATEST AT&T WIRELESS SPECIFICATIONS AND REQUIREMENTS.
2. ALL METALLIC COMPONENTS ON THE SITE MUST BE GROUNDED TO THE GROUND RING. THIS INCLUDES STEEL CONDUITS USED TO DELIVER THE TELCO AND POWER UTILITY UTILITIES OR CONTRACTORS TO THE VARIOUS CABINETS.
3. ALL GROUND LEADS ABOVE GRADE SHALL BE INSTALLED IN 1/2" SEAL TIGHT.
4. WHEN EARTH RESISTANCE TEST INDICATES THAT THE SOIL IS ABOVE MINIMUM ALLOWABLE RESISTANCE, THAN THE CONTRACTOR SHALL ESTIMATE THE TYPE, NUMBER AND ARRANGEMENT OF EARTH ELECTRODES. CONTRACTOR SHALL PROVIDE A WRITING OF THE TYPE AND NUMBER OF EARTH ELECTRODES AND IMPROVING EARTH RESISTANCE AT THE SITE BY METHODS INDICATED BELOW:

- A. FLAM LAND
- B. USE TRIPLE RODS
- C. LENGTHEN THE EARTH ELECTRODE
- D. USE CHEMICAL RODS

5. THE CONTRACTOR MUST VERIFY THAT NEW GROUNDING SYSTEM RESISTANCE IS EQUAL TO OR LESS THAN FIVE (5) OHMS PER A1ETWIRELESS SPECIFICATIONS.
6. RUN ALL GROUND WIRES IN AN ORGANIZED MANNER. AVOID CROSSING OF WIRES WHEREVER POSSIBLE. DO NOT RUN WIRES OVER CONCRETE SLAB.
7. INSTALL ALL GROUND WIRES IN A DOWNWARD SLOPE FOR MAXIMUM LIGHTNING PROTECTION.
8. MAINTAIN ALL MINIMUM BENDING RADI OF THE GROUNDING WIRES.
9. DO NOT REMOVE MORE INSULATION FROM THE GROUND, EXCESS INSULATION IS REMOVED, THE CONNECTION WILL BE CONSIDERED UNACCEPTABLE AND WILL BE CORRECTED PER THE A1ETWIRELESS REPRESENTATIVE'S DIRECTION.
10. DOWN LEAD FOR ANTENNA SECTORS MUST BE CONNECTED DIRECTLY TO THE GROUND RING.
11. ALL BASE TRANSDUCER SITE EQUIPMENT SHALL BE GROUNDED IN ACCORDANCE WITH THE INTERNATIONAL ELECTRICAL CODE (IEC), AND THE LATEST EDITION OF LIGHTNING PROTECTION CODE NFPA 780 AND A1ETWIRELESS STANDARDS.
12. THE ELECTRICAL SERVICE TO THE SITE SHALL BE GROUNDED AT THE SERVICE DISCONNECTING MEANS REQUIRED IN ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE, IN ACCORDANCE WITH ANY LOCAL CODE.
13. ALL UNDERGROUND (BELOW GRADE) GROUNDING CONNECTIONS SHALL BE MADE BY THE CADWELD PROCESS (MECHANICAL LUG ATTACHMENTS BELOW GRADE ARE NOT ACCEPTABLE). CONNECTIONS SHALL INCLUDE ALL CABLE SPLICES (TEES, X'S, ETC.) ALL CABLE CONNECTIONS TO GROUND RODS, GROUND ROD SPLICES, AND LIGHTNING PROTECTION SYSTEM AS INDICATED. ALL MATERIALS USED (INCLUDING WELDING METALS, MANUFACTURERS RECOMMENDATION AND PROCEDURES).
14. ALL GROUNDING AND BONDING CONDUCTORS THAT ARE CONNECTED ABOVE GRADE HITHER TO A BUILDING SHALL BE GALVANIZED STEEL OR #2 AWG INSULATED COPPER CONDUCTORS FOR #2 AND #4 AWG INSULATED COPPER CONDUCTOR.
15. ALL GROUNDING CONNECTIONS INTERIOR AND EXTERIOR MADE IN ACCORDANCE WITH THIS DOCUMENT SHALL BE MADE USING AN ANTI-OXIDATION COMPOUND, THE ANTI-OXIDATION COMPOUND SHALL BE THOMAS AND BETTS' KOPR-SHIELD (TM OF JET LUBE, INC.). THERE IS NO EQUIVALENT FOR THIS PRODUCT. NO OTHER COMPOUND WILL BE ACCEPTED FOR USE. ALL SURFACES BEFORE LUGGING MUST BE ACCEPTED FOR CONNECTING.
16. ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL CONNECTIONS SHALL BE MADE TO CONTACT POINTS TO CADWELD. GALVANIZING SHALL BE REMOVED BY GRINDING SURFACE TO BARE METAL 'SLAG' FROM CADWELD MUST BE REMOVED AND WELD SHALL BE SPRAYED WITH COLD GALVANIZED AFTER COMPLETION.

**GENERAL GROUNDING NOTES (CONTINUED):**

17. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED. THE CLIPS MAY BE USED TO SUPPORT GROUNDING CONDUCTORS.
  - \* PLASTIC CLIPS
  - \* STAINLESS STEEL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
  - \* FERROUS METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTOR.
18. ALL BELOW GRADE GROUNDING CONDUCTORS SHALL BE GROUNDED TO THE GROUND RING. THIS INCLUDES STEEL CONDUITS USED TO DELIVER THE TELCO AND POWER UTILITY UTILITIES OR CONTRACTORS TO THE VARIOUS CABINETS.

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

- A. THE UNDERGROUND GROUND RING SHALL HAVE A #2 AWG BARE TINNED SOLID COPPER WIRE
- B. #2 THIN SHALL BE STRANDED COPPER WITH GREEN THIN INSULATION SUITABLE FOR WET INSTALLATION (OR SOME ABOVE GROUND APPLICATIONS, I.E. INDOOR GROUNDING RING)
- C. #2 BARE TINNED COPPER SHALL BE SOLID, ALL BURIED WIRE SHALL MEET THIS CRITERIA INCLUDING CABLE TRAY GROUNDING WIRES AND WIRES INDICATED ON THE DRAWINGS.

19. ALL HARDWARE, BOLTS, NUTS, WASHERS, AND LOCK WASHERS SHALL BE #8 STAINLESS STEEL. EVERY CONNECTION SHALL BE MADE TO BARE METAL. (BOLT-FLATWASHER-BUSS-LUG-FLATWASHER-LOCKWASHER-NUT), IN THAT EXACT ORDER WITH NUT FACING OUTWARD, BACK TO BACK LUGGING SHALL BE USED. (BOLT-FLATWASHER-LUG-FLATWASHER-LUG) IN THAT EXACT ORDER WITH WASHER-NUT IN THE MIDDLE. (BOLT-FLATWASHER-LOCKWASHER-NUT) IN THAT EXACT ORDER WITH WASHER-NUT IN THE MIDDLE. TO CONNECT MANY LUGS TO A BUSS BAR, STACKING OF LUGS, BUS-LUG-LUG, IS NOT ACCEPTABLE.
20. THE COMPRESSION GROUND LUG FOR #2 AWG BARE SOLID GROUNDING CONDUCTORS SHALL BE BURNED TYPE Y43-21C.
21. THE ANTENNA CABLES SHALL BE GROUNDED AT THE CABLE SHIELD SHALL BE BONDED TO COPPER GROUND BUS AT THE LOWEST POINT OF THE VERTICAL RUN. THE ANTENNA CABLE SHIELD SHALL BE GROUNDED JUST BEFORE ENTERING THE BITS. GROUNDING KITS ON SHIELD SHALL BE KEPT AS CLOSE TO VERTICAL AS POSSIBLE. FLAT WASHER SUPPLIED WITH GROUND KITS MUST BE REPLACED WITH SMALLER STAINLESS STEEL. FLAT WASHERS, WASHERS MUST REMAIN FLAT AGAINST ANTENNA CABLE SHIELD. ALL GROUNDING WIRES, STEEL AND COPPER-SHIELD MUST BE USED ON BOTH SIDES OF THE GROUND BAR.



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
RBM

NO	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

SHEET TITLE  
**NOTES & SPECIFICATIONS**  
SHEET NUMBER  
**SP4**











PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
CHECKED BY: RMH

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

THESE DRAWINGS AND ANY PART THEREOF ARE THE PROPERTY OF WESTCHESTER SERVICES, LLC. NO PART OF THESE DRAWINGS IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER SERVICES, LLC.

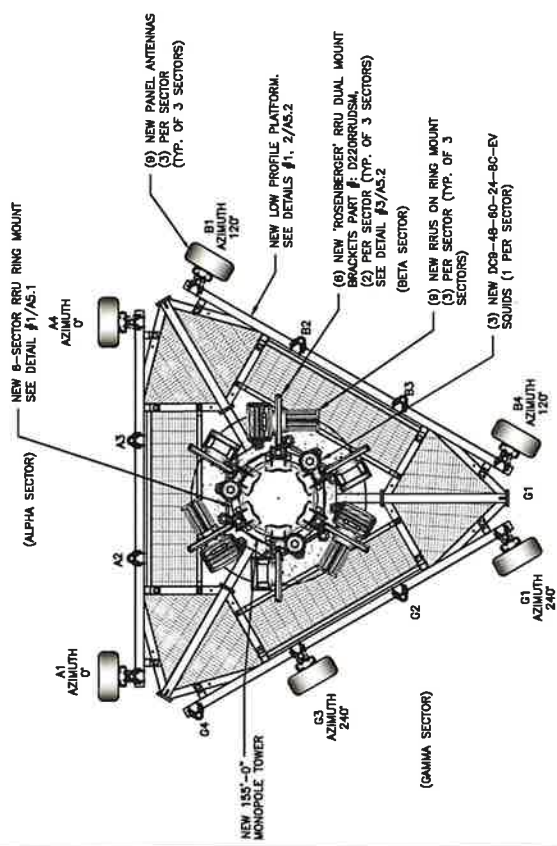
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-78  
BRAMLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
**TOWER ELEVATION  
& ANTENNA PLAN**

SHEET NUMBER  
**A3**

**STRUCTURAL NOTES:**

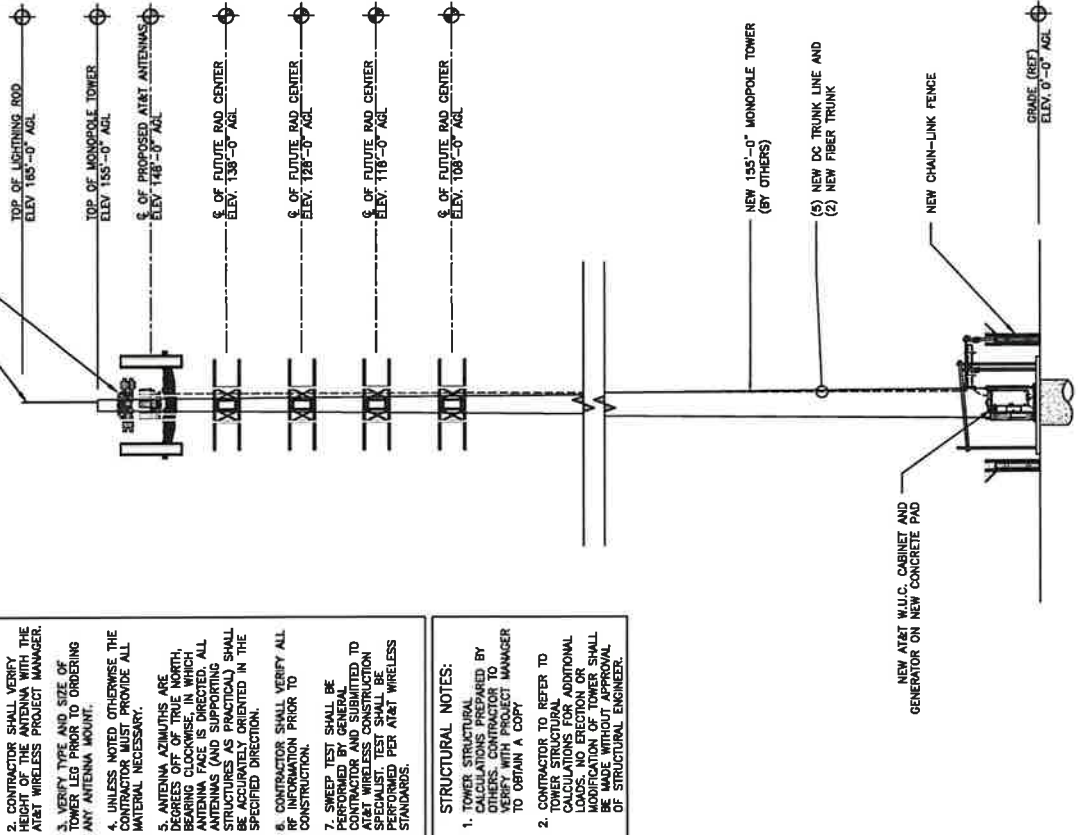
1. TOWER STRUCTURAL CALCULATIONS PREPARED BY OTHERS. CONTRACTOR TO VERIFY WITH PROJECT MANAGER TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER STRUCTURAL CALCULATIONS FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF TOWER SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.



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

**ANTENNA NOTES:**

1. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE AS SPECIFIED IN THE DRAWINGS AND SHALL BE SHADOWED AND TO MEET THE SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF THE ANTENNA WITH THE AT&T WIRELESS PROJECT MANAGER.
3. VERIFY TYPE AND SIZE OF TOWER LEAD PRIOR TO ORDERING ANY ANTENNA MOUNT.
4. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL PROVIDE ALL MATERIAL NECESSARY.
5. ANTENNA AZIMUTHS ARE DEGREES OFF OF TRUE NORTH, AND ANTENNA CLASSES ALL ANTENNAS (AND SUPPORTING ALL STRUCTURES AS PRACTICAL) SHALL BE ACCURATELY ORIENTED IN THE SPECIFIED DIRECTION.
6. CONTRACTOR SHALL VERIFY ALL RF INFORMATION PRIOR TO CONSTRUCTION.
7. SWEEP TEST SHALL BE PERFORMED BY GENERAL CONTRACTOR AND SUBMITTED TO AT&T WIRELESS CONSTRUCTION PRIOR TO CONSTRUCTION. PERFORMED PER AT&T WIRELESS STANDARDS.



**STRUCTURAL NOTES:**

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





**WESTCHESTER SERVICES, LLC**  
 1000 W. UNIVERSITY BLVD  
 SUITE 100  
 BIRMINGHAM, AL 35209  
 TELEPHONE: 404.377.4900  
 FAX: 404.377.4900  
 RS@WESTCHESTER-SERVICES.COM

**PRELIMINARY DRAWINGS**  
 NOT FOR CONSTRUCTION

DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 REV. DATE DESCRIPTION  
 A. 10/20/23 PRELIMINARY

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

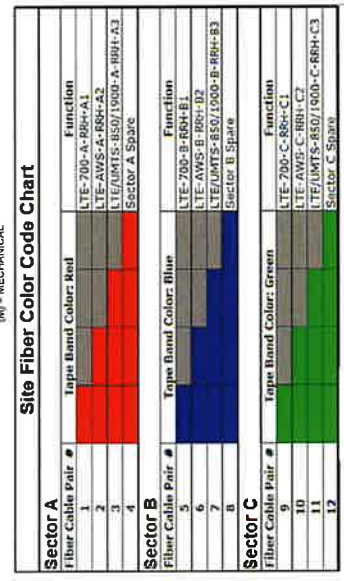
SITE NAME:  
 BEN HULSE  
 SITE ADDRESS:  
 5775 CA-78  
 BRAMLEY, CA 93227  
 IMPERIAL COUNTY

SHEET TITLE  
**SCHEDULE & CABLE NOTES**

SHEET NUMBER  
**A4**

SECTOR	POS	TECH	ANTENNA	ANTENNA & HEIGHT	AZ	TMA/RRU	DC SURGE AND DISTRIBUTION	CABLE TYPE	CABLE LENGTH	DOWN TILTS
A	1	LTE 700/1800/AWS	COMMSCOPE NNH4-65C-RBH4 (N)	0'	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON 8843 B2/B66A (N)* *ON DUAL MOUNT BRACKET					0
	2	-	-	148'-0" AGL	-	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	-	
	3	-	-	-	-	-	-	-	-	-
B	1	UMTS 700	COMMSCOPE NNH4-65C-RBH4 (N)	120'	(1) ERICSSON 4478 B14 (N)* *ON DUAL MOUNT BRACKET					0
	2	-	-	148'-0" AGL	-	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(2) 6 AWG DC TRUNK LINE (N) (1) 24 PAIR FIBER (N)	225'	-	
	3	-	-	-	-	-	-	-	-	-
C	1	LTE 700/1800/AWS	COMMSCOPE NNH4-65C-RBH4 (N)	240'	(1) ERICSSON 4449 B5/B12 (N)* (1) ERICSSON 8843 B2/B66A (N)* *ON DUAL MOUNT BRACKET					0
	2	-	-	148'-0" AGL	-	(1) DC9-48-80-24-80-EV (N) FULL SQUID* *ON ANTENNA ARM	(1) 24 PAIR FIBER (N) DC (SHARED WITH A1/B1)	225'	-	
	3	-	-	-	-	-	-	-	-	-

SECTOR	FIBER CABLE PAIR #	FIBER COLOR	FUNCTION
Sector A	1	RED	LTE-700-A-RBH-A1
	2	BROWN	LTE-AWS-A-RBH-A2
	3	ORANGE	LTE/UMTS-850/1900-A-RBH-A3
	4	YELLOW	Sector A Spare
Sector B	5	BLUE	LTE-700-B-RBH-B1
	6	SLATE	LTE-AWS-B-RBH-B2
	7	ORANGE	LTE/UMTS-850/1900-B-RBH-B3
	8	YELLOW	Sector B Spare
Sector C	9	GREEN	LTE-700-C-RBH-C1
	10	ORANGE	LTE-AWS-C-RBH-C2
	11	ORANGE	LTE/UMTS-850/1900-C-RBH-C3
	12	YELLOW	Sector C Spare



CONTRACTOR IS TO REFER TO AT&T'S MOST CURRENT RADIO FREQUENCY DATA SHEET (RFDS) PRIOR TO CONSTRUCTION.

CABLE LENGTHS WERE DETERMINED BASED ON THE DESIGN DRAWING. CONTRACTOR TO VERIFY ACTUAL LENGTH DURING PRE-CONSTRUCTION WALK.

CONTRACTOR TO USE ROSENBERGER FIBER LINE HANGER COMPONENTS (OR ENGINEER APPROVED EQUAL).

NOTES

SCALE: N.T.S.

3

**CABLE MARKING LOCATIONS TABLE**

LOCATIONS

1. EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS. EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BITS OR TRANSMITTER BUILDING.

2. CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER.

3. ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.

4. ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF THE BOTTOM JUMPER.

THE ANTENNA SYSTEM COAX SHALL BE LABELED WITH VINYL TAPE BASED ON RIGHT COLORED TAPES: RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE, AND VIOLET. THESE TAPES MUST BE 3/4" WIDE & UV RESISTANT SUCH AS SCOTCH 35 VINYL ELECTRICAL COLOR CODING TAPE AND SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE. ALL TAPE SHALL BE INSTALLED USING A MINIMUM OF 3" OVERLAP AND BE PROPERLY TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.

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 WITH THE COLOR CODING SCHEME AND TAGGING SCHEME. EXISTING COLOR CODING AND TAGGING 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 TOWER SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACE BETWEEN EACH COLOR.

ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEARLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.

IF EXISTING CABLES AT THE SITE ALREADY HAVE A COLOR CODING SCHEME AND THEY ARE NOT INTENDED TO BE REUSED OR SHARED WITH THE NEW TECHNOLOGY, THE EXISTING COLOR CODING SCHEME SHALL REMAIN UNTOUCHED.



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: \_\_\_\_\_  
MIN \_\_\_\_\_  
RSM \_\_\_\_\_

REV	DATE	DESCRIPTION
A	190223	PRELIMINARY

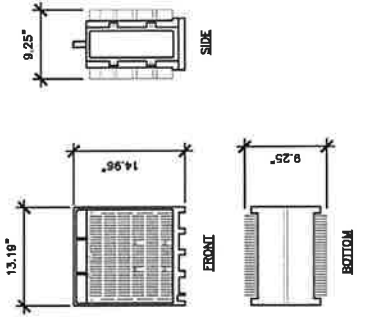
\*I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A duly REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

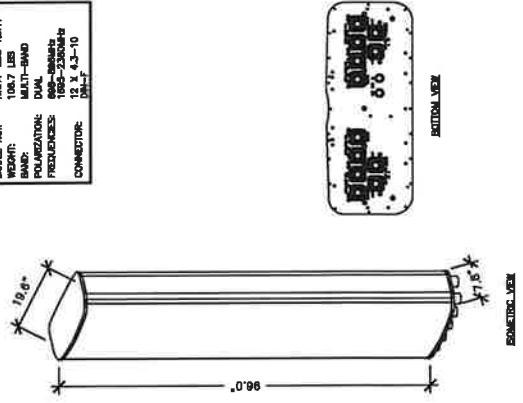
SHEET TITLE  
**ANTENNA, RRU'S &  
RAYCAP DETAILS**

SHEET NUMBER  
**A5**

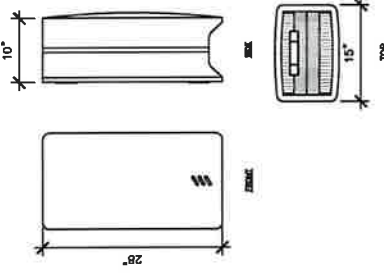
**ERISSON RRU'S 4443, 4444, 4445**  
DIMENSIONS, HWWD: 14.98"x13.19"x9.25"  
WEIGHT, WITHOUT MOUNTING KIT: 70 LBS (31.751 KG)



MANUFACTURER: COMSCOPE  
MODEL NO.: N84-80C-RR44  
WEIGHT: 108.7 LBS  
HEIGHT: 10.5 INCH  
POLARIZATION: DUAL  
FREQUENCIES: 800-2300MHz  
CONNECTOR: 4.3-10

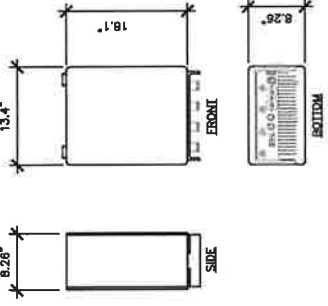


**ERISSON RRU'S 4448**  
DIMENSIONS, HWWD: 28"x15"x10"  
WEIGHT, WITHOUT MOUNTING KIT: 85 lbs

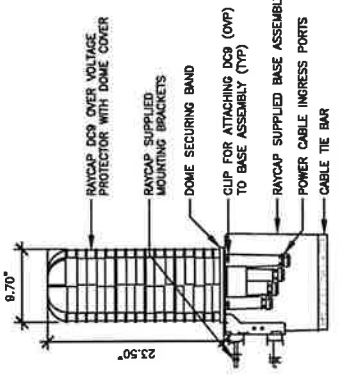


RRU DETAIL 4 SCALE: 1/8" = 1'-0" 1

**ERISSON RRU'S 4478, 8114**  
DIMENSIONS, HWWD: 18.1"x13.4"x6.28"  
WEIGHT, WITHOUT MOUNTING KIT: 27 KG (59.4 LBS)  
STACKING OF RRU'S IS NOT PERMITTED.  
NO PAINTING OF RRU'S IS ALLOWED.



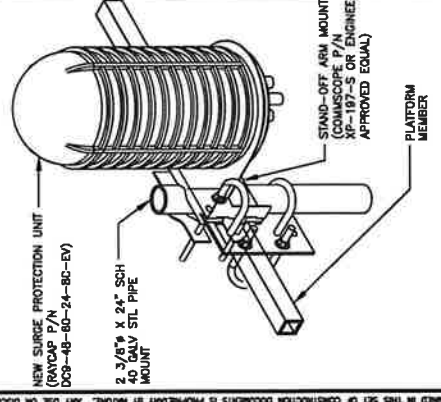
RRU DETAIL 6 SCALE: 1/8" = 1'-0" 3



DC9-48-60-24-8C-EV DETAIL 5 SCALE: 1/8" = 1'-0" 2

**NOT USED**

RRU DETAIL 8 SCALE: 1/8" = 1'-0" 4



DC9 MOUNT DETAIL 7 SCALE: 1/8" = 1'-0" 5







PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

CHECKED BY: \_\_\_\_\_  
MIN \_\_\_\_\_  
RSM \_\_\_\_\_

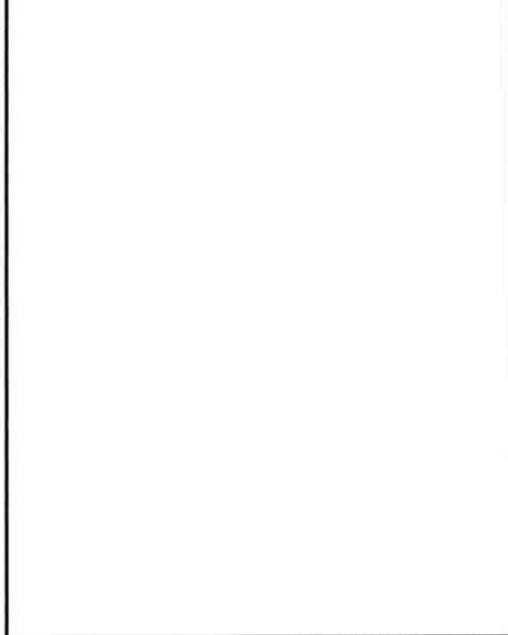
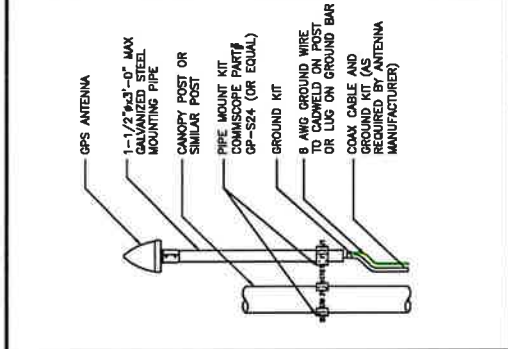
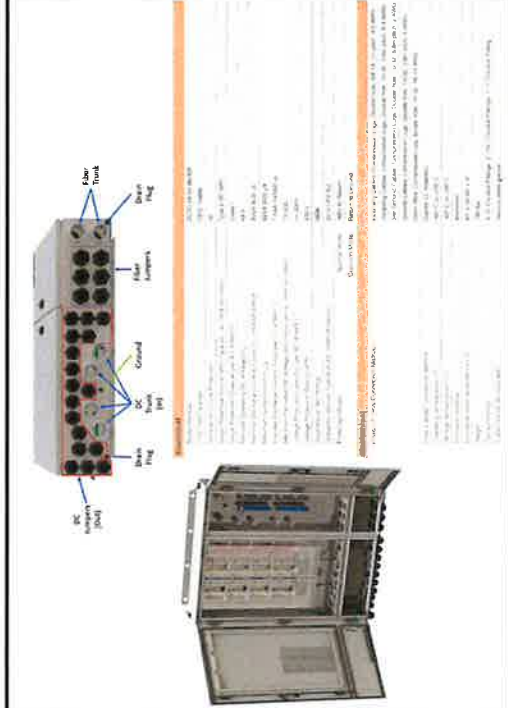
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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

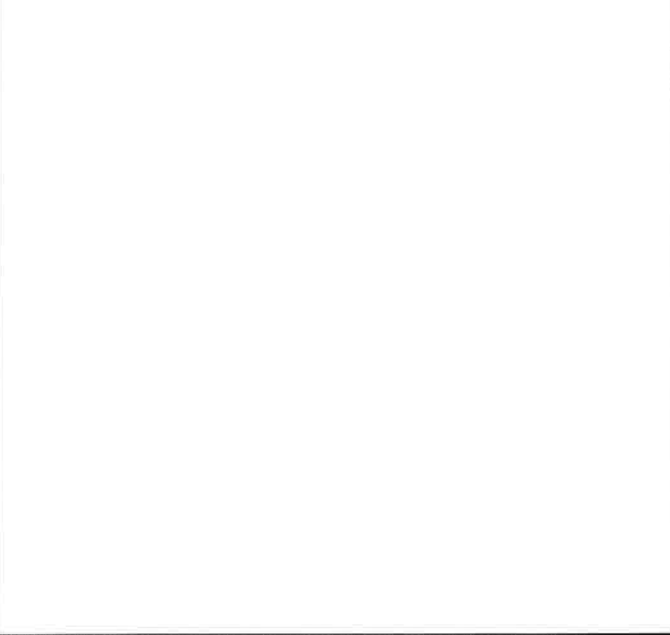
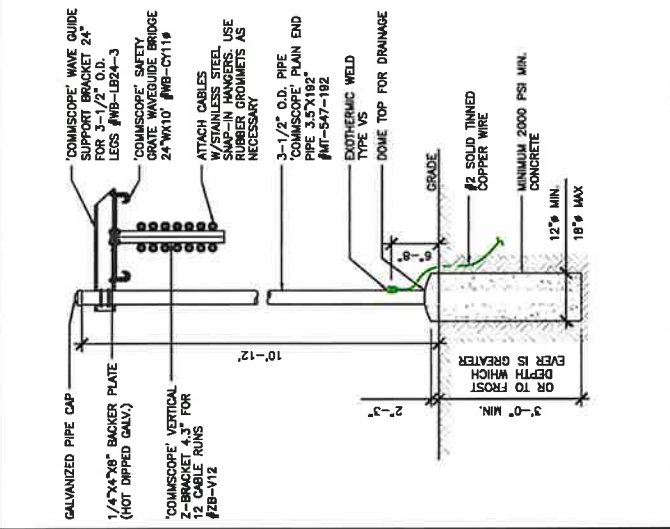
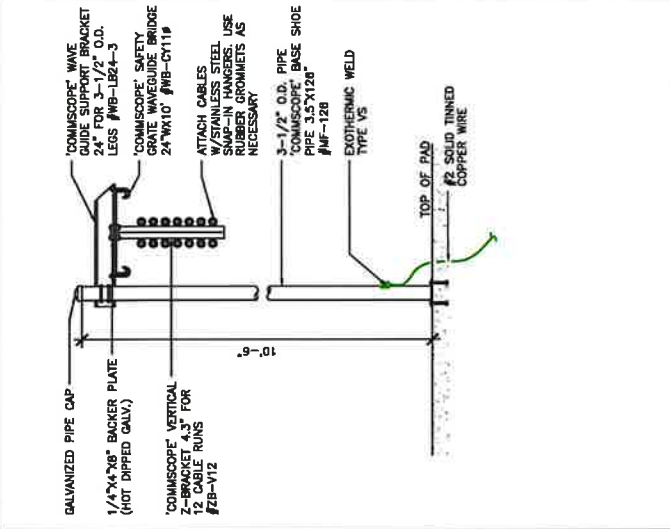
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-78  
BRAWLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
**DETAILS**

SHEET NUMBER  
**A5.3**

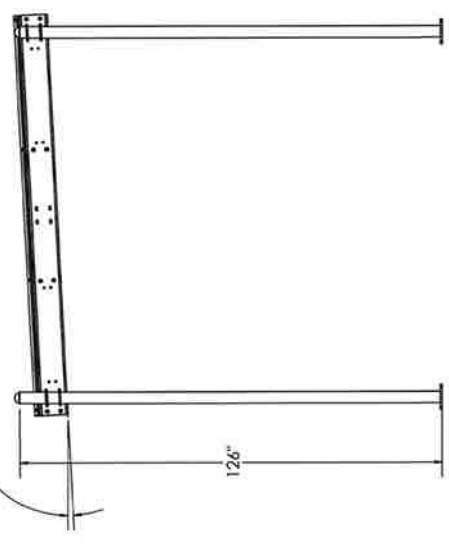


NOT USED | DC50-48-60-96-5DF DETAIL | GPS ANTENNA DETAIL | GPS ANTENNA DETAIL | ICE BRIDGE DETAIL ON PAD

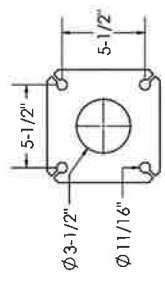
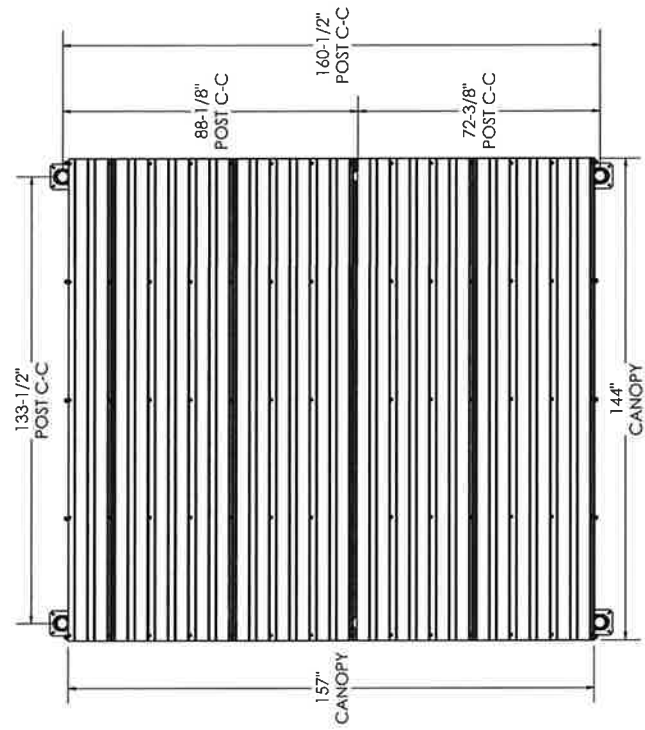
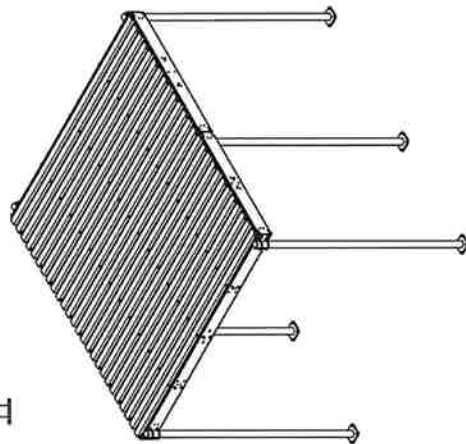


NOT USED | SCALE N.T.S. | 2 | SCALE N.T.S. | 3 | SCALE N.T.S. | 4 | SCALE N.T.S. | 5 | SCALE N.T.S. | 6 | SCALE N.T.S. | 1

3° - 10°  
RECOMMENDED ROOF SLOPE



ELEVATION VIEW



SECTION A-A

**PV-WC1214-B**

6-POST WEATHER CANOPY BASE KIT

WEIGHT: 1904 LBS

BASE ANCHORS AND FOUNDATION NOT INCLUDED

SEE DRAWING **WCEQ-ENG-01** FOR ADDITIONAL DETAILS

1 OF 1	SCALE: 1:36	DATE: 12/6/2021	REV: 0
DIMENSIONS ARE IN INCHES		TOLERANCES UNLESS OTHERWISE SPECIFIED:	
HOLES: +1/16", -1/32"		ANGULAR: PROFILE: 1/4", BEND ±2°	
ALL OTHERS: ±1/16"		STATUS: APPROVED	
INITIAL RELEASE	DATE	DESCRIPTION	REV
	12/21		0
WEATHER CANOPY		WC1214-ENG-R0	
PERFECT VISION		SCALE: N.T.S.	
CATEGORY: 07_Platforms & Canopies		1	
SERIES: 01_Canopies		3	
TYPE: PV-WC		2	
BY: DJN		1	
CHECKED: SJS		0	

CANOPY DETAILS



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: AN  
CHECKED BY: RSK

REV	DATE	DESCRIPTION
A	12/02/21	PRELIMINARY

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

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

SHEET TITLE  
**CANOPY DETAILS**

SHEET NUMBER  
**A5.4**

CITY SWITCH



**WESTCHESTER SERVICES, LLC**  
 BARRETTON, IL 60010  
 TELEPHONE: 847.277.0070  
 FAX: 847.277.0060  
 ac@westchester.com

**PRELIMINARY DRAWINGS  
 NOT FOR CONSTRUCTION**

DRAWN BY: MN  
 CHECKED BY: RMH

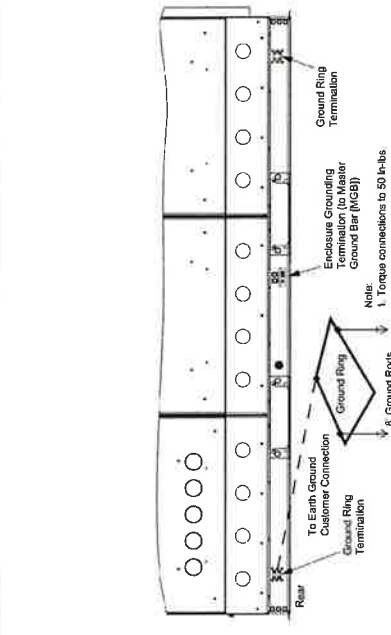
REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

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

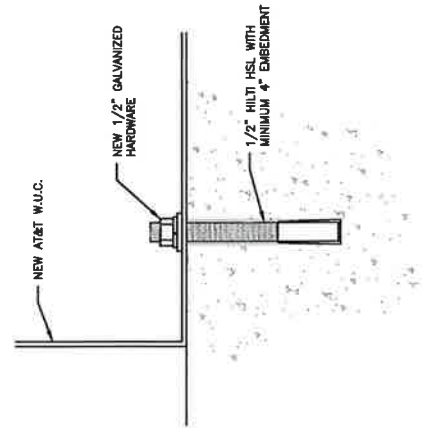
SHEET TITLE  
**WALK-UP  
 CABINET DETAILS**

SHEET NUMBER  
**A6**

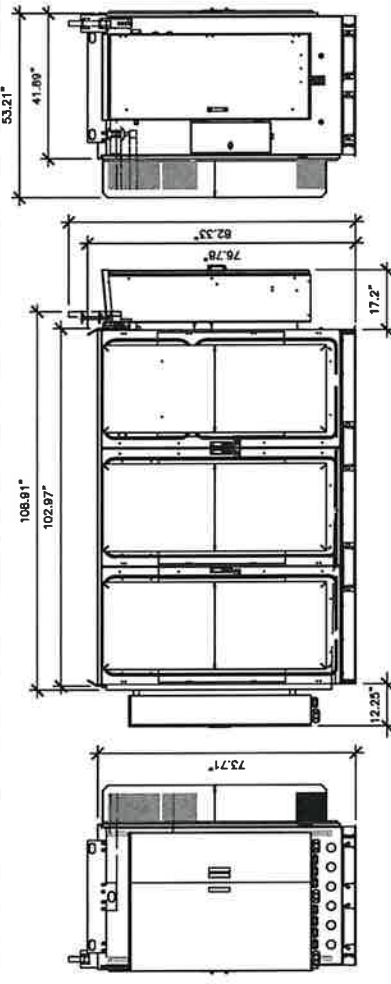


**Extended Grounding:** At the center rear of the enclosure's mounting surface is a grounding location that provides 3/8-16 mounting points for the enclosure's ground bar. This is used to provide a connection from the enclosure's ground bar to the IGCB. Also provided on the rear of the enclosure's mounting plate, at each end, are ground stud termination points that provide 3/8-16 threaded holes for installation of customer provided live-hole lugs with 3/8-inch mounting holes on 1-inch spacing.

CABINET GROUNDING DETAILS NO SCALE 1

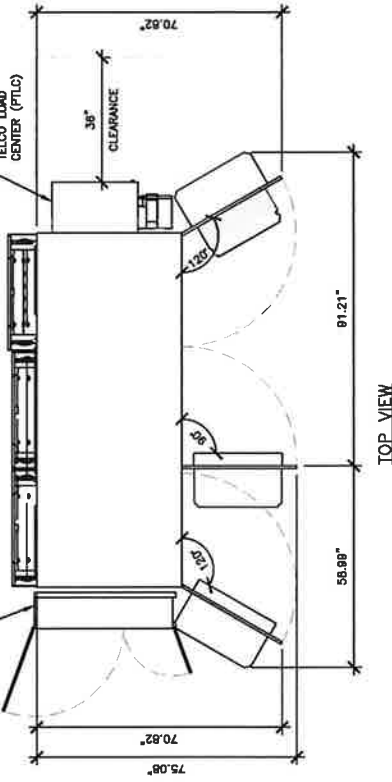


ANCHOR DETAIL NO SCALE 1



LEFT VIEW FRONT VIEW RIGHT VIEW

RAYCAP DC50-48-90-96-50F SURGE PROTECTION AND FIBER MANAGEMENT JUNCTION BOX. SEE DETAIL #2/AS.3



**SPECIFICATIONS:**  
 VENDOR: VERTV 3-BAY ENCLOSURE  
 MODEL #: F2020030  
 DIMENSIONS (HxWxD): 82.33" x 102.97" x 53.21"  
 WEIGHT: SHIPPING: 1,842 lbs  
 NET WT: 2,000 lbs  
 ON PWD: 4,442 lbs (incl. BATTERIES & 1,200 lbs CUSTOMER EQUIP)  
 LFT: COOL WHITE

TOP VIEW WALK UP CABINET (W.U.C.) DETAIL NO SCALE 2





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

**OPERATING DATA**

**POWER RATINGS**

Standby
Single Phase 120/240 VAC 50/60 Hz
Three-Phase 120/208 VAC 60 Hz
Three-Phase 150/240 VAC 60 Hz
Three-Phase 277/480 VAC 60 Hz
Three-Phase 346/600 VAC 60 Hz

**MOTOR STARTING CAPABILITIES (kVA)**

kVA vs Voltage Dip
120/240 VAC 10 - 30% 208/240 VAC 30 - 30%
A0650/44E1 20 A0635/42V1 61 A0635/42V1 46
A0650/44E1 24 A0640/42V1 76 A0640/42V1 53
A0650/44E1 31 A0650/42V1 98 A0650/42V1 78

**FUEL CONSUMPTION RATES\***

Fuel Pump L/Hr (L/min)	Diesel - gph (Lph)
3 (1)	Standby
	Percent Load
	25%
	50%
	75%
	100%
	2.8 (10.5)

**COOLING**

Coolant Flow	gpm (Lpm)	Standby
		14.9 (56.2)
Max. Ambient Air Temp	°F (°C)	120 (50)
Max. Ambient Air Temp	°F (°C)	140 (60)
Max. Air Flow	cfm (m³/min)	148 (6.7)
Max. Air Flow	cfm (m³/min)	260 (11.7)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature	°F (°C)	132 (56)
Maximum Operating Ambient Temperature	°F (°C)	152 (67)
Emergency Shutdown Protection	on H <sub>2</sub> O (psi)	0.5 (0.17)

**COMBUSTION AIR REQUIREMENTS**

Standby	96 (2.5)
---------	----------

**ENGINE**

Rated Engine Speed	RPM	Standby	Exhaust	Standby
Propeller at Rated RPM	no	1,600	Exhaust Flow (Rated Output)	206 (6.7)
Propeller at Rated RPM	no	69	Max. Air - on Backpressure (Post Turbocharger)	115 (5.1)
Rated Engine Speed	no	1,500 (1,050)	Exhaust Temperature (Rated Output)	492 (470)
Rated Engine Speed	no	1,500 (1,050)		

\* \*\* Refer to "Emissions Data Sheet" for maximum g/hp for EPA and SOUND permitting purposes  
 Duration - Operational characteristics consider maximum ambient conditions. Details factors may apply under typical site conditions.  
 Standby - See Bulletin 01675065B  
 Prime - See Bulletin 016751655B

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

**DIMENSIONS AND WEIGHTS\***

**OPEN SET**

Run Time - Hours	Usable Capacity - Gallons (L)	Usable Capacity - Gallons (L)	Weight - lbs (kg)
19	54 (204)	76.0 (1,530) x 37.4 (953) x 66.4 (1,138)	1,586 (1,641) (865 - 7,759)
47	132 (500)	76.0 (1,530) x 37.4 (953) x 69.4 (1,775)	2,166 (2,331) (953 - 1,067)
67	190 (719)	76.0 (1,530) x 37.4 (953) x 72.0 (1,615)	2,380 (2,585) (1,068 - 1,165)
75	211 (799)	76.0 (1,530) x 37.4 (953) x 81.6 (1,079)	2,375 (2,580) (1,078 - 1,162)
107	309 (1,136)	92.9 (1,230) x 37.4 (953) x 85.2 (1,157)	2,738 (2,823) (1,106 - 1,199)

**WEATHER PROTECTED ENCLOSURE**

Run Time - Hours	Usable Capacity - Gallons (L)	Usable Capacity - Gallons (L)	Weight - lbs (kg)
19	54 (204)	91.0 (1,099) x 38.0 (965) x 19.5 (1,269)	241
47	132 (500)	105.0 (1,271) x 38.0 (965) x 19.5 (1,269)	372
67	190 (719)	94.8 (1,099) x 38.0 (965) x 19.5 (1,269)	419
75	211 (799)	76.0 (1,530) x 38.0 (965) x 19.5 (1,269)	465
107	309 (1,136)	92.9 (1,230) x 38.0 (965) x 19.5 (1,269)	505

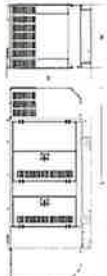
**LEVEL 1 SOUND ATTENUATED ENCLOSURE**

Run Time - Hours	Usable Capacity - Gallons (L)	Usable Capacity - Gallons (L)	Weight - lbs (kg)
19	54 (204)	112.5 (1,287) x 39.0 (965) x 19.5 (1,269)	505
47	132 (500)	112.5 (1,287) x 39.0 (965) x 19.5 (1,269)	505
67	190 (719)	112.5 (1,287) x 39.0 (965) x 19.5 (1,269)	505
75	211 (799)	112.5 (1,287) x 39.0 (965) x 19.5 (1,269)	505
107	309 (1,136)	112.5 (1,287) x 39.0 (965) x 19.5 (1,269)	505

**LEVEL 2 SOUND ATTENUATED ENCLOSURE**

Run Time - Hours	Usable Capacity - Gallons (L)	Usable Capacity - Gallons (L)	Weight - lbs (kg)
19	54 (204)	94.8 (1,099) x 38.0 (965) x 19.5 (1,269)	341
47	132 (500)	94.8 (1,099) x 38.0 (965) x 19.5 (1,269)	341
67	190 (719)	106.0 (1,230) x 38.0 (965) x 19.5 (1,269)	431
75	211 (799)	94.8 (1,099) x 38.0 (965) x 19.5 (1,269)	431
107	309 (1,136)	94.8 (1,099) x 38.0 (965) x 19.5 (1,269)	431

**GENERAC | INDUSTRIAL**  
POWER SYSTEMS



**PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION**

REV	DATE	DESCRIPTION
A	10/02/22	PRELIMINARY

WEATHER PROTECTED ENCLOSURE  
LEVEL 1 SOUND ATTENUATED ENCLOSURE  
LEVEL 2 SOUND ATTENUATED ENCLOSURE

**GENERATOR DETAILS**

**A7.1**

**GENERAC | INDUSTRIAL**  
POWER SYSTEMS

**OPERATING DATA**

**POWER RATINGS**

Standby
Single Phase 120/240 VAC 50/60 Hz
Three-Phase 120/208 VAC 60 Hz
Three-Phase 150/240 VAC 60 Hz
Three-Phase 277/480 VAC 60 Hz
Three-Phase 346/600 VAC 60 Hz

**MOTOR STARTING CAPABILITIES (kVA)**

kVA vs Voltage Dip
120/240 VAC 10 - 30% 208/240 VAC 30 - 30%
A0650/44E1 20 A0635/42V1 61 A0635/42V1 46
A0650/44E1 24 A0640/42V1 76 A0640/42V1 53
A0650/44E1 31 A0650/42V1 98 A0650/42V1 78

**FUEL CONSUMPTION RATES\***

Fuel Pump L/Hr (L/min)	Diesel - gph (Lph)
3 (1)	Standby
	Percent Load
	25%
	50%
	75%
	100%
	2.8 (10.5)

**COOLING**

Coolant Flow	gpm (Lpm)	Standby
		14.9 (56.2)
Max. Ambient Air Temp	°F (°C)	120 (50)
Max. Ambient Air Temp	°F (°C)	140 (60)
Max. Air Flow	cfm (m³/min)	148 (6.7)
Max. Air Flow	cfm (m³/min)	260 (11.7)
Maximum Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature	°F (°C)	132 (56)
Maximum Operating Ambient Temperature	°F (°C)	152 (67)
Emergency Shutdown Protection	on H <sub>2</sub> O (psi)	0.5 (0.17)

**COMBUSTION AIR REQUIREMENTS**

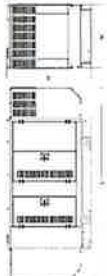
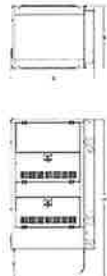
Standby	96 (2.5)
---------	----------

**ENGINE**

Rated Engine Speed	RPM	Standby	Exhaust	Standby
Propeller at Rated RPM	no	1,600	Exhaust Flow (Rated Output)	206 (6.7)
Propeller at Rated RPM	no	69	Max. Air - on Backpressure (Post Turbocharger)	115 (5.1)
Rated Engine Speed	no	1,500 (1,050)	Exhaust Temperature (Rated Output)	492 (470)
Rated Engine Speed	no	1,500 (1,050)		

\* \*\* Refer to "Emissions Data Sheet" for maximum g/hp for EPA and SOUND permitting purposes  
 Duration - Operational characteristics consider maximum ambient conditions. Details factors may apply under typical site conditions.  
 Standby - See Bulletin 01675065B  
 Prime - See Bulletin 016751655B

**GENERAC | INDUSTRIAL**  
POWER SYSTEMS



**PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION**

REV	DATE	DESCRIPTION
A	10/02/22	PRELIMINARY

WEATHER PROTECTED ENCLOSURE  
LEVEL 1 SOUND ATTENUATED ENCLOSURE  
LEVEL 2 SOUND ATTENUATED ENCLOSURE

**GENERATOR DETAILS**

**A7.1**





PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
CHECKED BY: RM

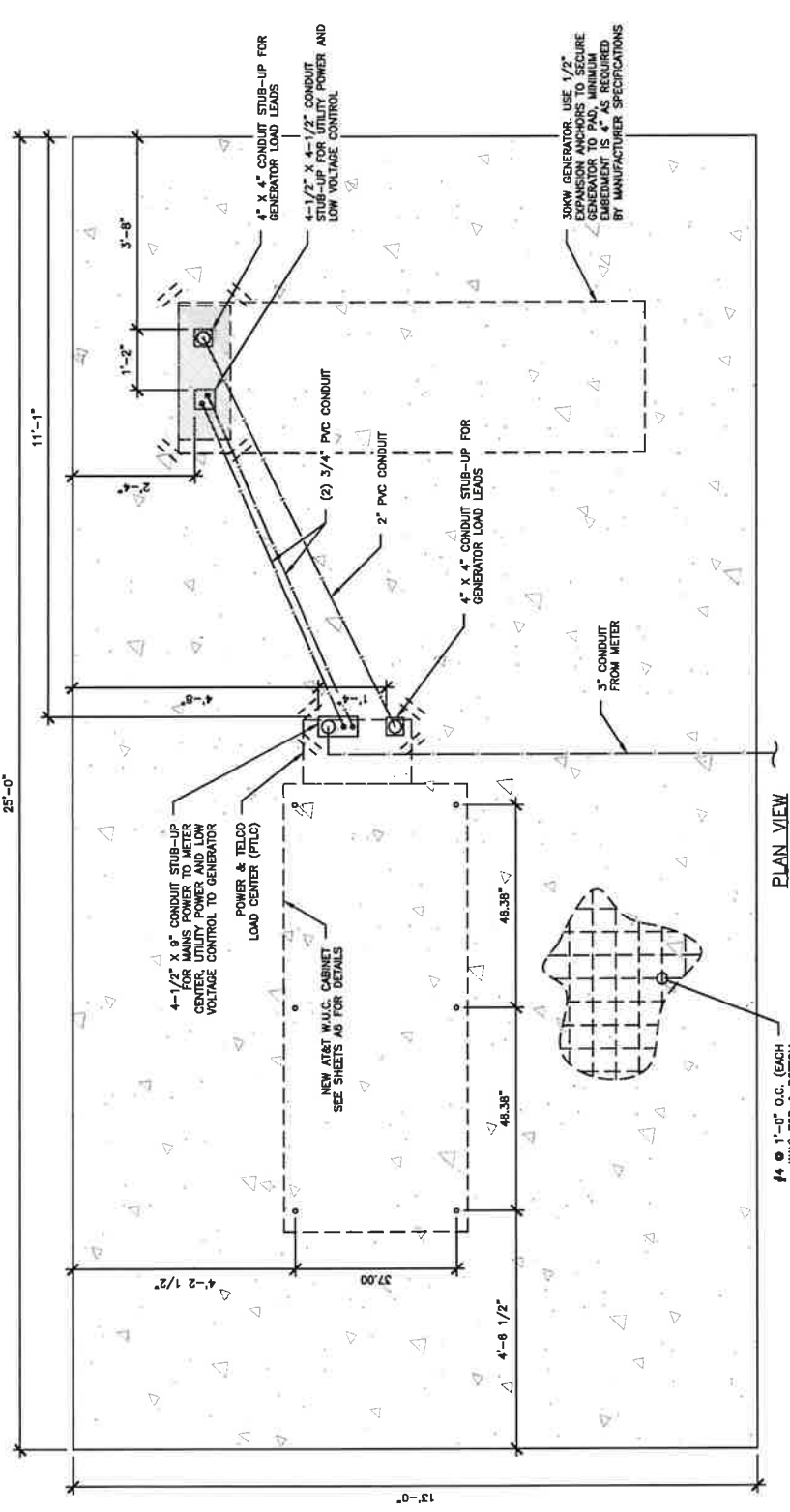
REV	DATE	DESCRIPTION
A	10/02/03	PRELIMINARY

THESE DRAWINGS ARE THE PROPERTY OF WESTCHESTER TELECOM SERVICES 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, WITHOUT THE WRITTEN PERMISSION OF WESTCHESTER TELECOM SERVICES.

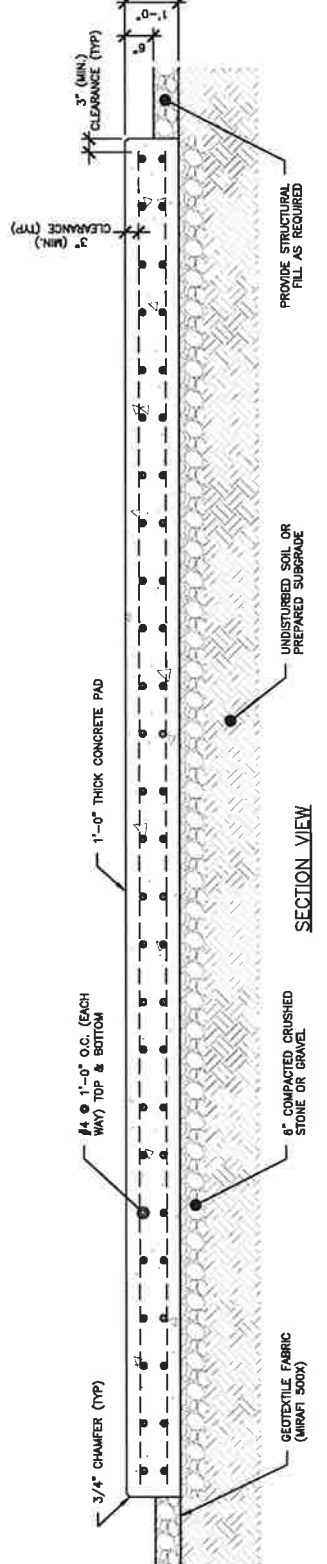
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-78  
BRAWLEY, CA 92227  
IMPERIAL COUNTY

CONCRETE PAD  
DETAILS

SHEET TITLE  
CONCRETE PAD  
DETAILS  
SHEET NUMBER  
A8



PLAN VIEW



SECTION VIEW

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



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

CHECKED BY: [ ]  
DATE: [ ]  
DESCRIPTION: [ ]  
REV: [ ]

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

1. THESE PLANS HAVE BEEN REVIEWED AND FOUND TO BE IN ACCORDANCE WITH THE ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA.

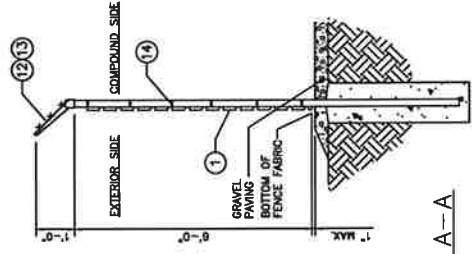
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-76  
BRAVLEY, CA 93227  
IMPERIAL COUNTY

SHEET TITLE  
FENCE DETAILS

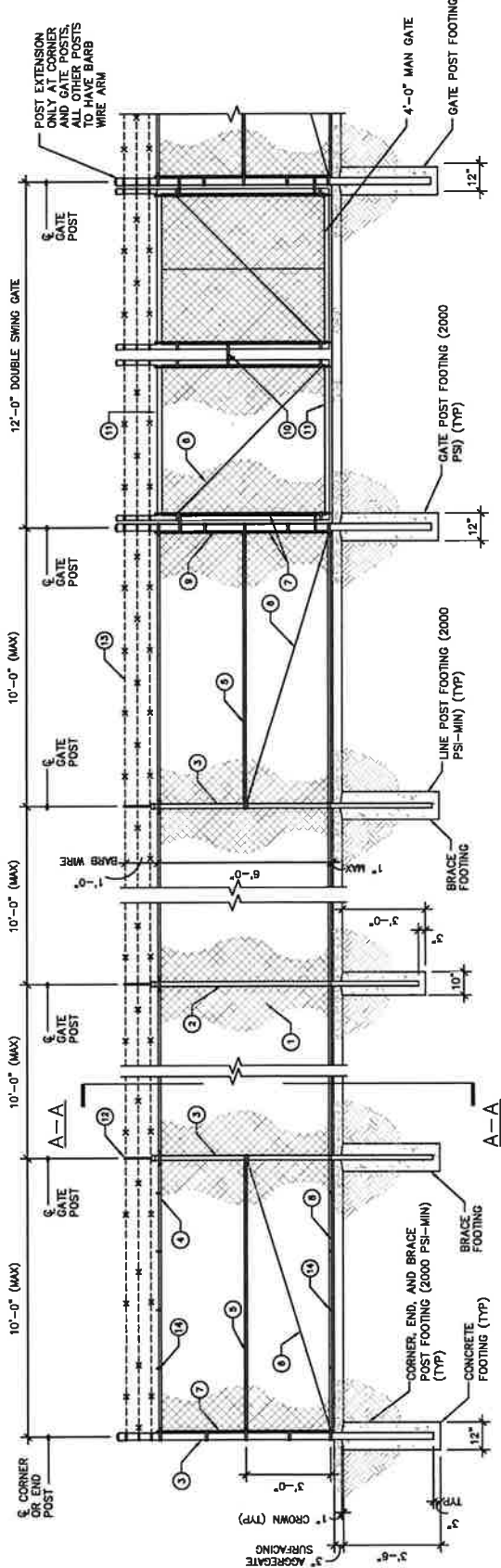
SHEET NUMBER  
A9

MATERIAL DESCRIPTION

- (1) CHAIN LINK RESIDENTIAL FABRIC: 11-1/2 GAUGE, 2-1/4" MESH; GALVANIZED ASTM-A392, CLASS 2; TWISTED SERRAGE ON TOP, RINGKLED ON BOTTOM.
- (2) LINE POSTS: 2-1/2" O.D. PIPE, 18 GAUGE (GALVANIZED) PER ASTM-F1083.
- (3) CORNER, END AND BRACE POSTS: 2-7/8" O.D. PIPE, SCHEDULE 40 (GALVANIZED).
- (4) TOP RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED) PER ASTM-F1083.
- (5) BRACE RAIL: 1-5/8" O.D. 17 GAUGE PIPE (GALVANIZED).
- (6) DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
- (7) TENSION BAR: 3/16" x 3/4" GALVANIZED FLAT BAR.
- (8) BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
- (9) GATE POSTS: 2-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- (10) COMBINATION PADLOCK ACCORDING TO AT&T REQUIREMENTS.
- (11) GATE FRAMES: 1-7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- (12) BARBED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED), ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
- (13) BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BANNS SPACED 4" APART.
- (14) FABRIC TIES: ALUMINUM BANDS OR WIRES; FABRIC SHALL BE ATTACHED TO THE TOP RAIL AND BOTTOM TENSION WIRE AT 24" CENTERS AND TO THE POSTS AT 15" CENTERS, ALL ON THE COMPOUND SIDE OF THE FENCE.



SECTION A-A



CHAIN LINK FENCE DETAILS

NO SCALE 1

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



**WESTCHESTER SERVICES, LLC**  
 604 733 4133  
 BARRINGTON, IL 60010  
 TELEPHONE: 847.277.0870  
 ac@westchesterservices.com  
 WESTCHESTER SERVICES

PRELIMINARY DRAWINGS  
 NOT FOR CONSTRUCTION

DRAWN BY: NN  
 CHECKED BY: RSM

REV	DATE	DESCRIPTION
A	03/22/23	PRELIMINARY

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

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

SHEET TITLE  
**SITE GRADING PLAN**

SHEET NUMBER  
**A10**

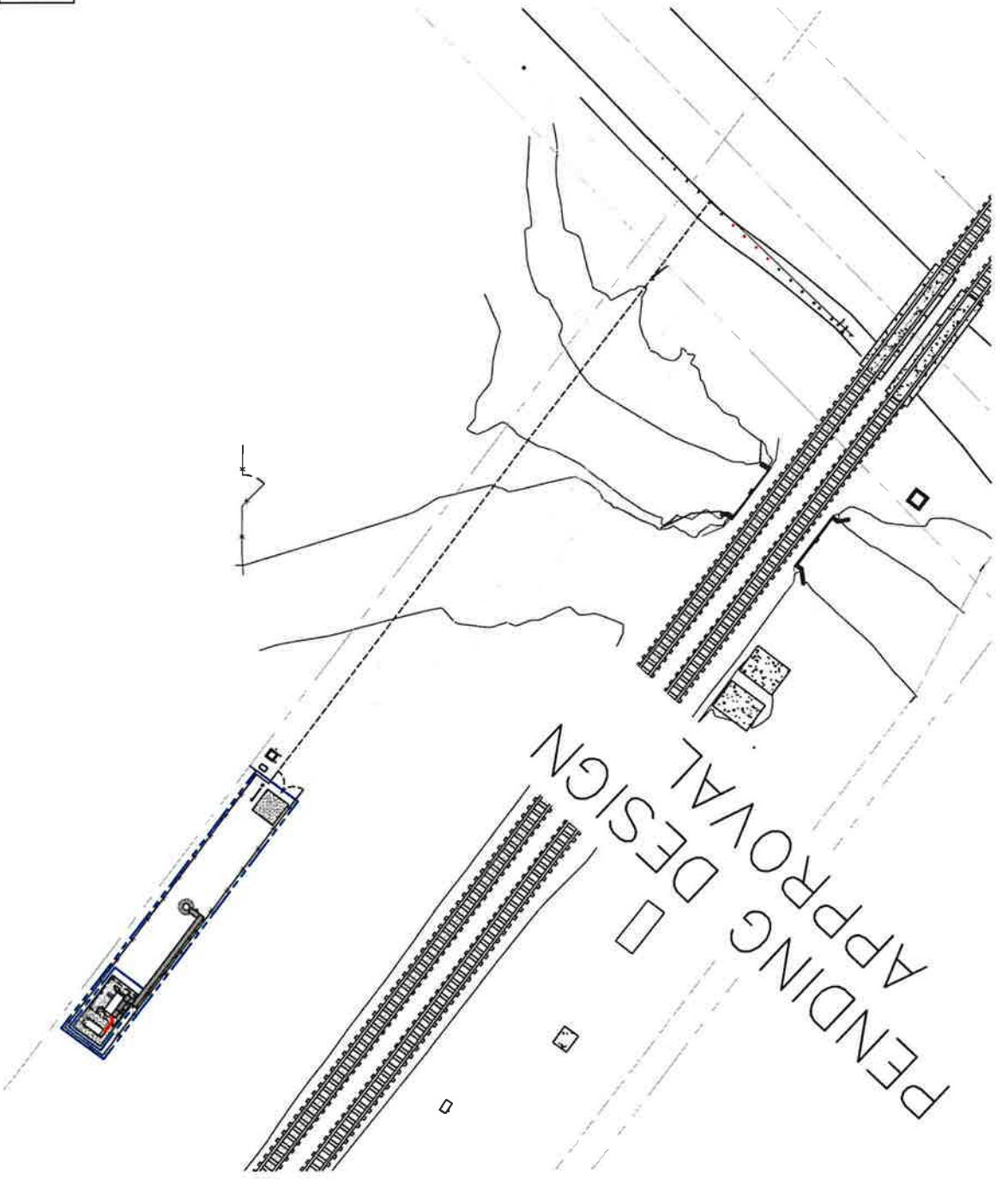
**NOTE:**  
 CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN PROPOSED LEASE AREA AND 10' AROUND ENTIRE LEASE AREA. ENSURE ALL OVERHANGING LIMBS OF BRANCHES ARE REMOVED AS WELL.

**NOTE:**  
 SITE BENCHMARK  
 ELEV.: 337.4'  
 TOP OF 1/2" REBAR AT  
 SOUTHWEST FENCE CORNER  
 NORTH SIDE OF DRIVEWAY  
 (SEE SURVEY)

**LEGEND**

- NEW GRADE
- EXISTING GRADE
- NEW SETBACK FENCE
- NEW SETBACK FENCE
- EXISTING PAVEMENT
- EXISTING PROPERTY LINE
- TOP OF PAVEMENT/PAD
- TOP OF FOUNDATION GRADE

T/P  
 T/F  
 XXXXXX



SCALE: 1"=40'-0" (1/8"=10'-0")  
 DATE: 2/14/23  
 SHEET NUMBER: 1

GRADING PLAN

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



PRELIMINARY/DRAWINGS  
NOT FOR CONSTRUCTION

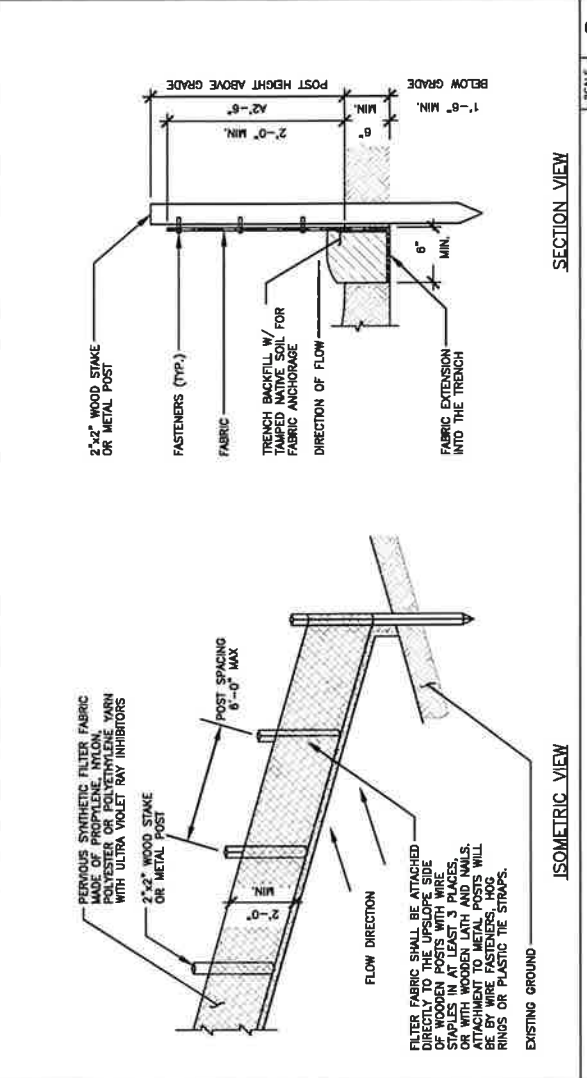
DRAWN BY:	MN	
CHECKED BY:	RM	
REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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

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

SHEET TITLE  
**EROSION CONTROL DETAILS**

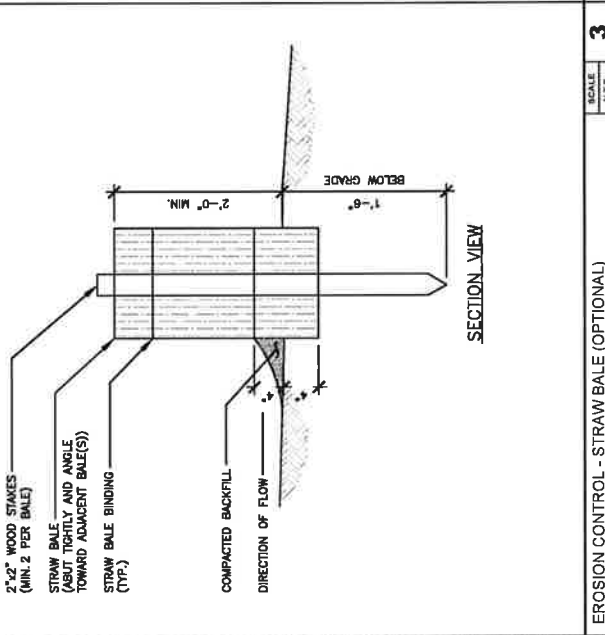
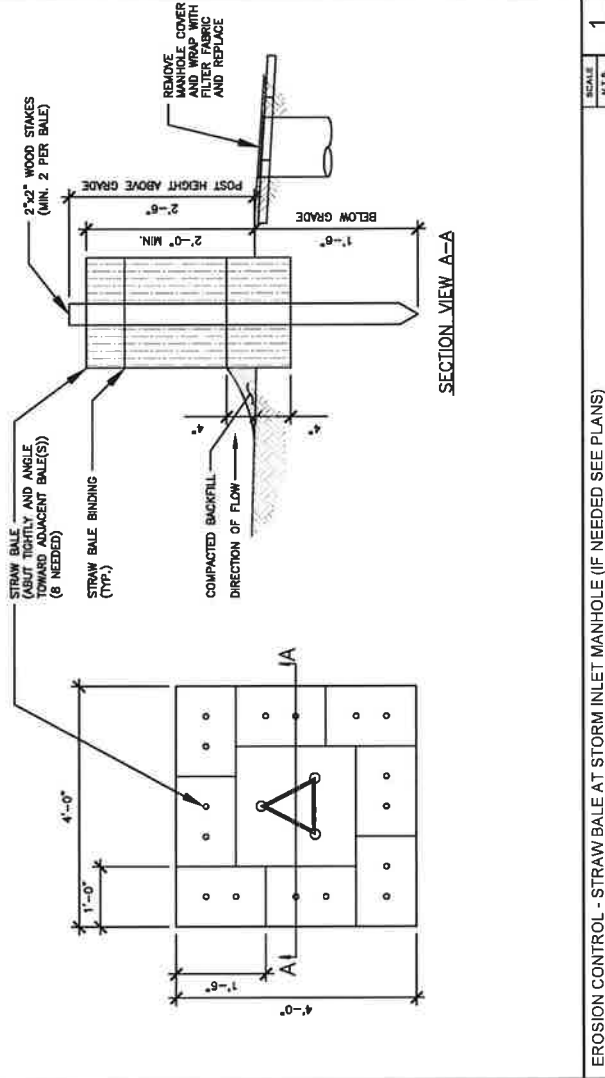
SHEET NUMBER  
**A11**



EROSION CONTROL - SILT FENCE SCALE: N.T.S. 2

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

CITY SWITCH



**WESTCHESTER SERVICES, LLC**  
 BARRINGTON, IL 60010  
 TELEPHONE: 847.277.0070  
 FAX: 847.277.0080  
 AG@WESTCHESTER-SERVICES.COM

PRELIMINARY DRAWINGS  
 NOT FOR CONSTRUCTION

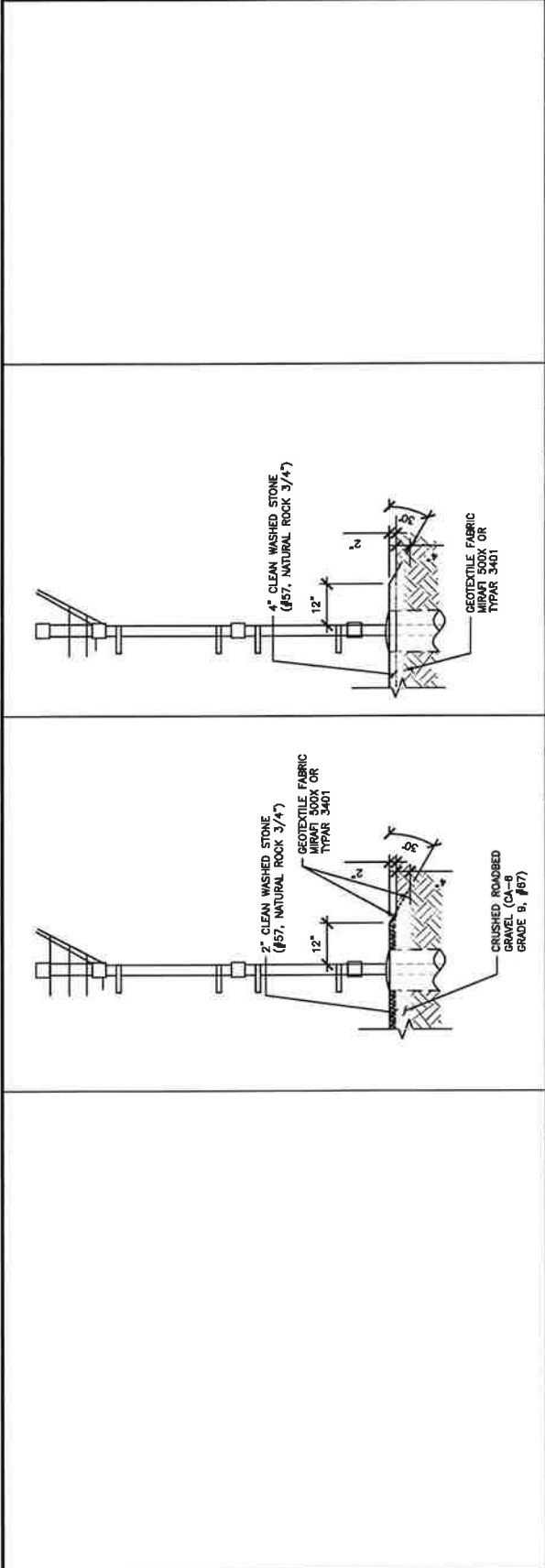
DRAWN BY:		MN	ROOM
REV	DATE	DESCRIPTION	
A	03/23	PRELIMINARY	

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

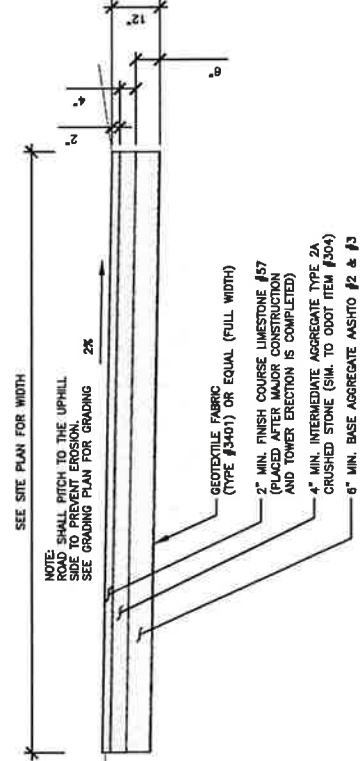
SITE NAME:  
 BEN HULSE  
 SITE ADDRESS:  
 5775 CA-78  
 BRAWLEY, CA 92227  
 IMPERIAL COUNTY

SHEET TITLE  
**GRADING DETAILS**

SHEET NUMBER  
**A12**



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





BARRINGTON, IL 60010  
 TELEPHONE: 847.277.0870  
 FAX: 847.277.0869  
 ee@westchester.com  
 www.westchester.com

PRELIMINARY DRAWINGS  
 NOT FOR CONSTRUCTION

DRAWN BY: \_\_\_\_\_  
 MIN \_\_\_\_\_  
 RISK \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

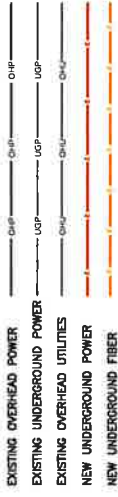
REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

THESE PLANS WERE  
 PREPARED BY THE ENGINEER  
 SUPERVISOR AND THE ARCHITECT REGISTERED  
 ARCHITECT UNDER THE LAWS OF THE STATE OF  
 CALIFORNIA

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

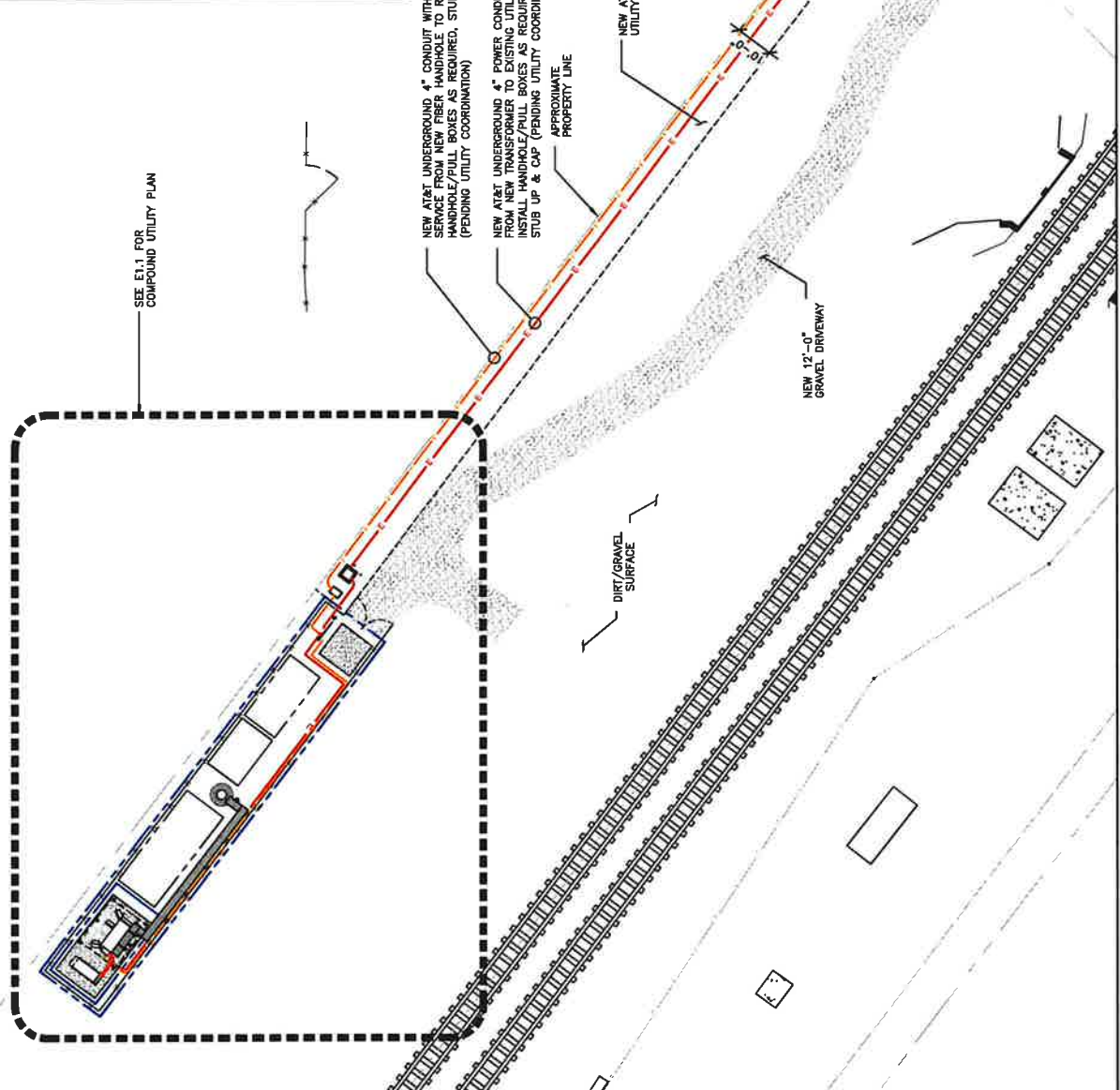
SHEET TITLE  
**OVERALL UTILITY  
 PLAN**

SHEET NUMBER  
**E1**



1. ALL UNDERGROUND CONDUITS SHALL BE SCH 40 P.V.C. EXCEPT THAT ELBOWS SHALL BE 1/2" THICK WELDED STEEL. UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED IN RIGID METAL CONDUIT. (10'-0" STANDARD AT-TP 2841B).
2. THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT. (10'-0" STANDARD AT-TP 2841B).
3. ALL CONDUITS ARE SHOWN WITH MINIMUM CLEARANCE TO EXISTING UTILITIES. THE LOCAL JURISDICTIONS AND UTILITY COMPANIES, IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE EXTERIOR WALL TO EXTERIOR WALL SEPARATION OF CONDUITS.
4. OTHER SECTIONS OF SODING GRASS, STAKES OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
5. TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA REGULATIONS.
6. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND	SCALE	SHEET
	N.T.S.	2



OVERALL UTILITY PLAN

SCALE: 1"=50'-0" (PLAN)  
 1"=10'-0" (ELEV)

NORTH

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



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
RSM

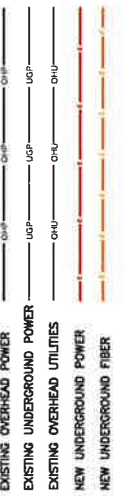
REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

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

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

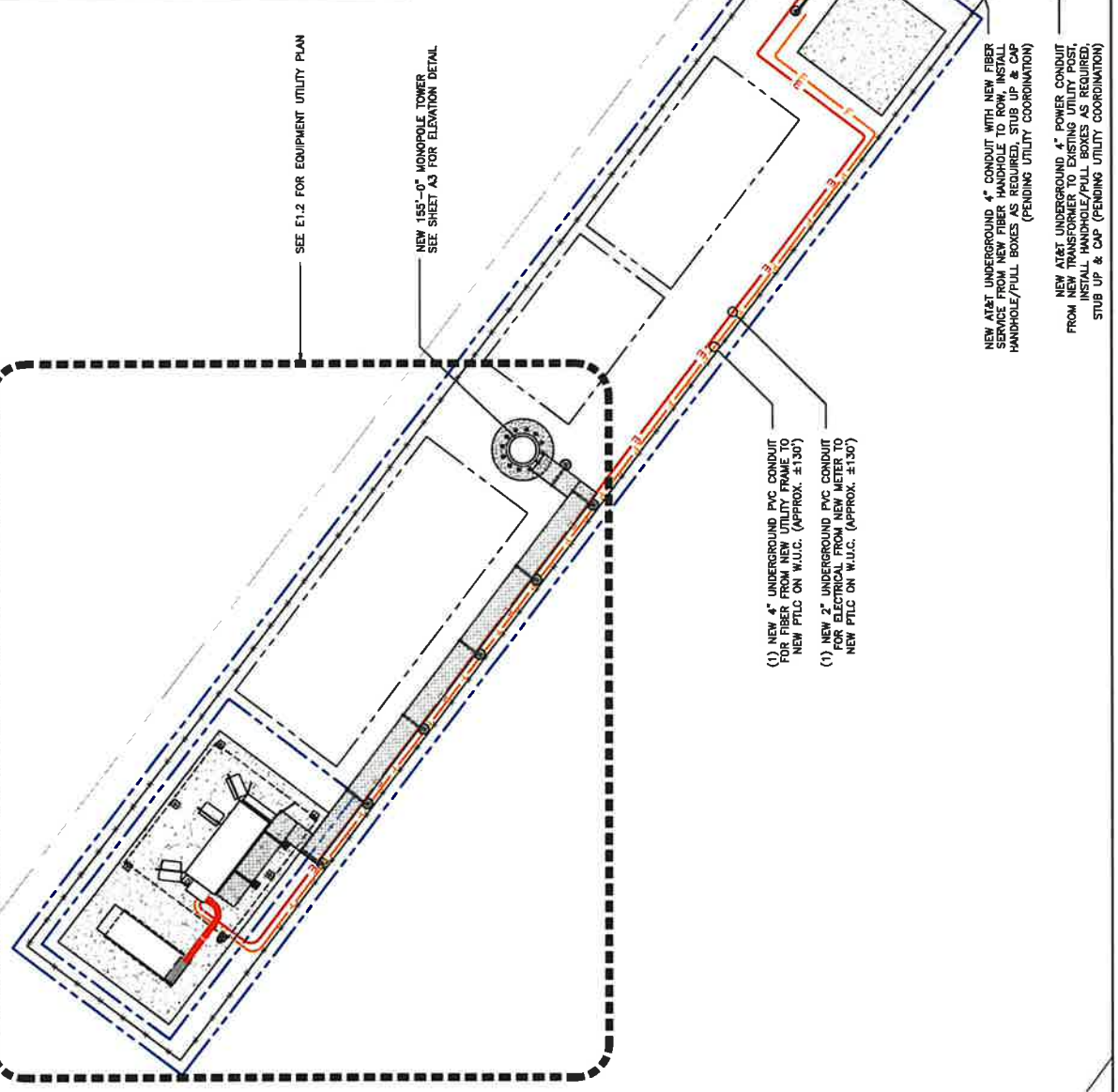
SHEET TITLE  
**COMPOUND  
UTILITY PLAN**

SHEET NUMBER  
**E1.1**



1. ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC, EXCEPT THAT ELBOWS AND RISERS SHALL BE RMC. ALL UNDERGROUND ELBOWS SHALL BE SWEEPING ELBOWS.
2. THE FIBER CABLES SHOULD BE INSTALLED IN RIGID METAL CONDUIT (10'-0" STANDARD ATT-TP 28418).
3. TWO CONDUITS ARE SHOWN IN DETAIL 2, ALTHOUGH MULTIPLE CONDUITS CAN BE INSTALLED. THE SPACING BETWEEN CONDUITS SHALL BE AS REQUIRED BY THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE EXTERIOR WALL TO EXTERIOR WALL SEPARATION OF CONDUITS.
4. CONDUIT SHALL RESTORE THE TRACK TO ITS ORIGINAL CONDITIONS BY REPAIRING ALL DAMAGE TO THE SURFACE, INCLUDING REPAIRING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
5. TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, SLOPING, AND SHORING, SHALL BE GOVERNED BY THE CURRENT OSHA REGULATIONS.
6. ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

LEGEND  
SCALE: N.E.L.  
2



COMPOUND UTILITY PLAN



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
RSM

REV	DATE	DESCRIPTION
A	10/02/23	PRELIMINARY

THESE PLANS HAVE BEEN REVIEWED AND FOUND TO BE REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF CALIFORNIA

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

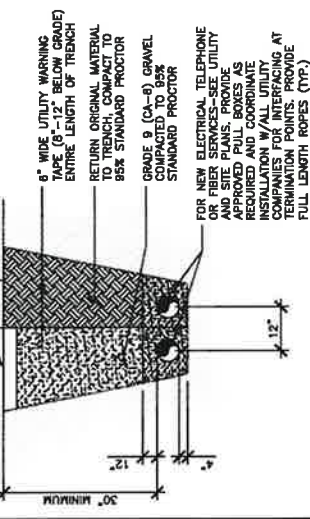
SHEET TITLE  
EQUIPMENT  
UTILITY PLAN

SHEET NUMBER  
E1.2

- EXISTING OVERHEAD POWER  
EXISTING UNDERGROUND POWER  
EXISTING OVERHEAD UTILITIES  
NEW UNDERGROUND POWER  
NEW UNDERGROUND FIBER
- ALL UNDERGROUND CONDUITS SHALL BE SCH 40 PVC, EXCEPT THAT ELBOWS AND RISERS SHALL BE RAC 1/2" UNDERGROUND ELBOWS SHALL BE SWEEPING BENDS. 2'-0" MINIMUM SHALL BE REQUIRED.
  - THE FIBER CABLES SHALL BE INSTALLED IN RIGID METAL CONDUIT, (10"-0") STANDARD AT-TIP 26416.
  - THE FIBER CABLES SHALL BE INSTALLED IN DETAIL 2, ALTHOUGH MULTIPLE CONDUITS CAN BE PLACED IN THE SAME TRENCH. A MINIMUM SEPARATION IS REQUIRED PER THE LOCAL JURISDICTIONS AND UTILITY COMPANIES. IN ALL OTHER CASES, USE THE CONDUIT SPACING SCHEDULE TO MAINTAIN MINIMUM SPACING BETWEEN THE CONDUITS TO EXTERIOR WALL SEPARATION OF CONDUITS.
  - CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CONDITIONS BY EITHER SODDING OR SODDING GRASS AREAS, OR REPLACING ASPHALT OR CONCRETE AREAS TO ITS ORIGINAL CROSS SECTION.
  - TRENCHING SAFETY, INCLUDING, BUT NOT LIMITED TO SOIL CLASSIFICATION, TRENCHING AND EXCAVATION SAFETY STANDARDS, SHALL BE THE CURRENT OSHA STANDARDS.
  - ALL CONDUITS SHALL BE INSTALLED IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC) OR AS REQUIRED BY THE LOCAL JURISDICTION.

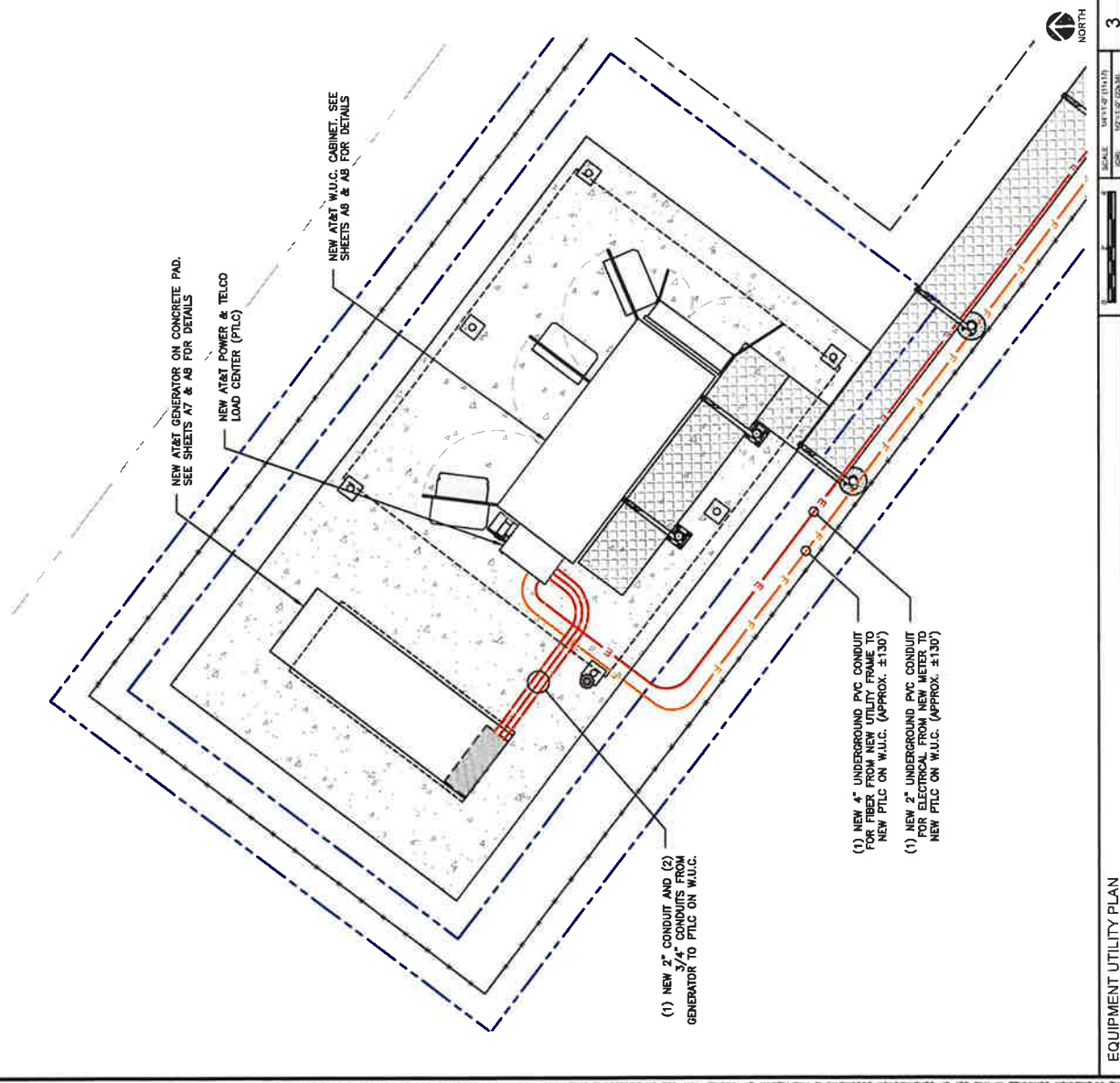
LEGEND  
SCALE: N.T.S. 2

USE THIS SECTION UNDER PAVEMENT OR UNDER GRASS OR VEHICLE TRAFFIC AREA  
RESTORE SURFACE TO ORIGINAL CONDITION



CONDUIT #1	MINIMUM CONDUIT SEPARATION	CONDUIT #2
POWER	• = 6 INCHES	POWER
POWER	• = 12 INCHES	COMMUNICATIONS & CONTROL CIRCuits
TELECOM	• = 6 INCHES	COMMUNICATIONS & CONTROL CIRCuits

SCALE: N.T.S. 1  
TRENCH DETAIL



SCALE: N.T.S. 3  
EQUIPMENT UTILITY PLAN

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



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY:	MIN	
CHECKED BY:	RSB	
REV	DATE	DESCRIPTION
1	10/22/23	PRELIMINARY

THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS.

SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-7B  
BRAWLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
H-FRAME DETAILS

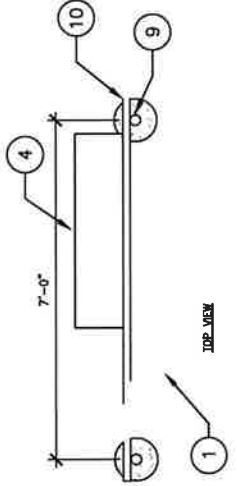
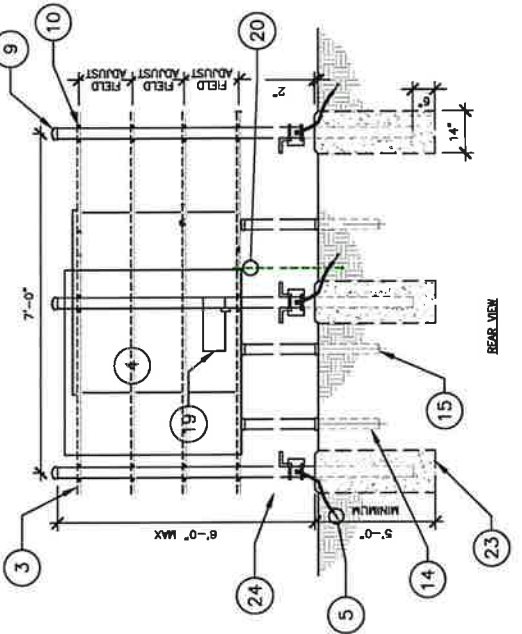
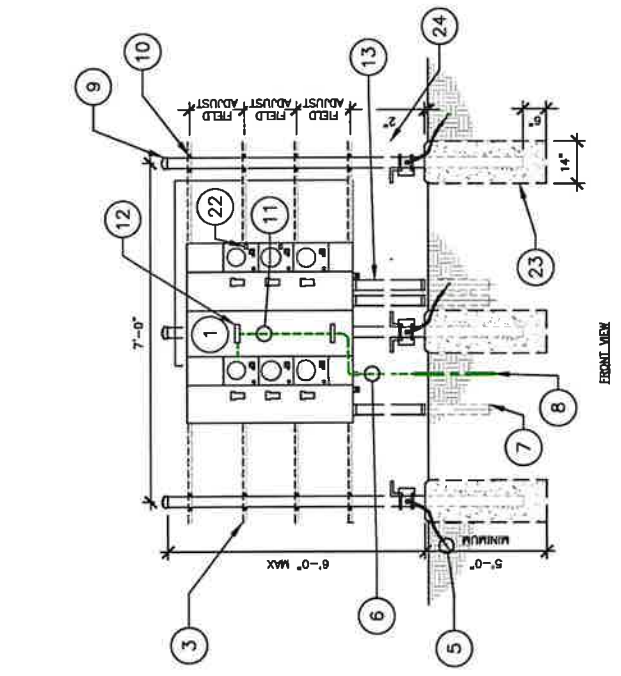
SHEET NUMBER  
E2

NOTES:  
1. CONTRACTOR SHALL PROVIDE AND INSTALL MODULAR METERING MAIN SERVICE CENTER, 7207/240, 1/4 BODAMP, NEMA 3R WITH WEATHERPROOF BREAKERS AND 200 AMP CIRCUIT BREAKERS SHALL BE COVERED WITH LEAN METER COVER.  
2. WHERE INDICATED ON PLANS PROVIDE A FIBER/TELCO DEMARCATION BOX TO INCLUDE 48"x48"x12" NEMA 3R ENCLOSURE WITH BACKPLATE (HOFFMAN OR APPROVED EQUAL). PROVIDE 1/2" NON-METALLIC FLEXIBLE CONDUIT (CONDUIT TO WITHIN 1" OF EXOTHERMIC CONNECTION) (TYP. AT EACH POST).  
3. CONTRACTOR TO PROVIDE LOCKING PROTECTION FOR UTILITY EQUIPMENT LOCATED OUTSIDE OF THE FENCED COMPOUND AREA.

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

- 20 #2 AWG GROUND WITH MECHANICAL CONNECTION TO HOFFMAN BOX PROPOSED SINGLE GNG.
- 21 WEATHERPROOF DUPLEX RECEPTACLE.
- 22 CARRIER METER LABEL.
- 23 CONCRETE PIER FOUNDATION TO CHEVE A MINIMUM STRENGTH OF 3000 PSI AT 28 DAYS. DEPTH TO BE A MINIMUM OF 6" FROM GROUND. PROVIDE REINFORCEMENT DETAILS ON SHEET C-5 FOR REINFORCEMENT DETAILS.
- 24 STEP-UP PLATFORM. SEE DETAIL SHEET E-2.1
- 25 NOT USED
- 26 NOT USED

- 3.5" NOMINAL SCH. 40 GALVANIZED STEEL POSTS WITH CAP (TYP.)
- 3/8" STAINLESS STEEL BOLTS AND WASHERS (TYP.)
- #2/0 GREEN INSULATED STRANDED COPPER WIRE.
- SINGLE LUG CONNECTORS, DRILL & TAP NEUTRAL BUS.
- POWER CONDUIT(S) FROM ELECTRIC SOURCE TO METER CENTER.
- TELCO/FIBER CONDUIT TO CARRIER EQUIPMENT.
- FIBER CONDUIT TO CARRIER EQUIPMENT.
- NOT USED
- NOT USED
- NOT USED
- HOFFMAN BOX GROUND BAR.



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

MULTI-CARRIER UTILITY RACK DETAIL

SCALE  
N.T.S.  
1



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
CHECKED BY: RSK

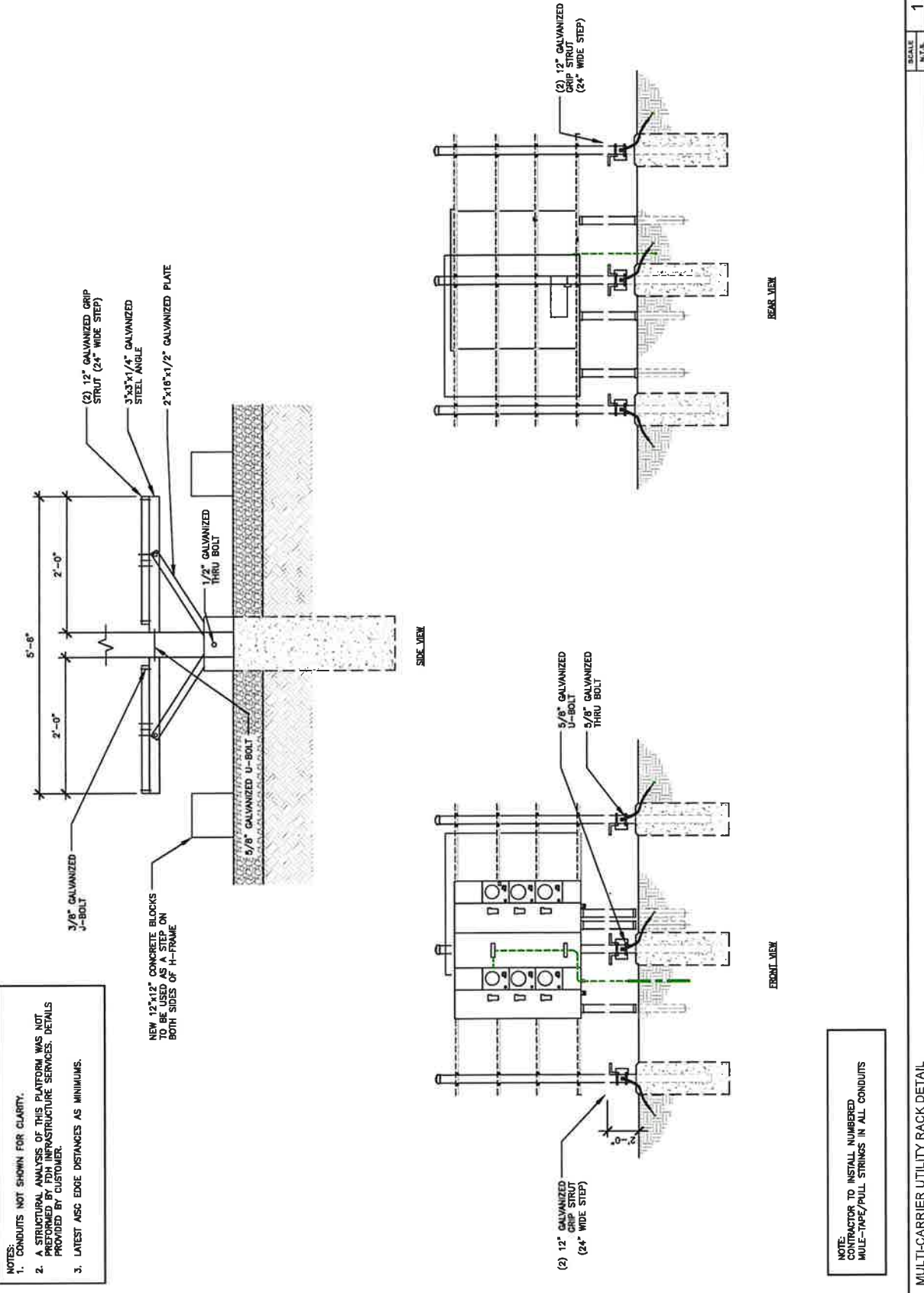
REV	DATE	DESCRIPTION
A	03/20/23	PRELIMINARY

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

SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-7B  
BRAWLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
H-FRAME DETAILS

SHEET NUMBER  
E2.1



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

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

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







PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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

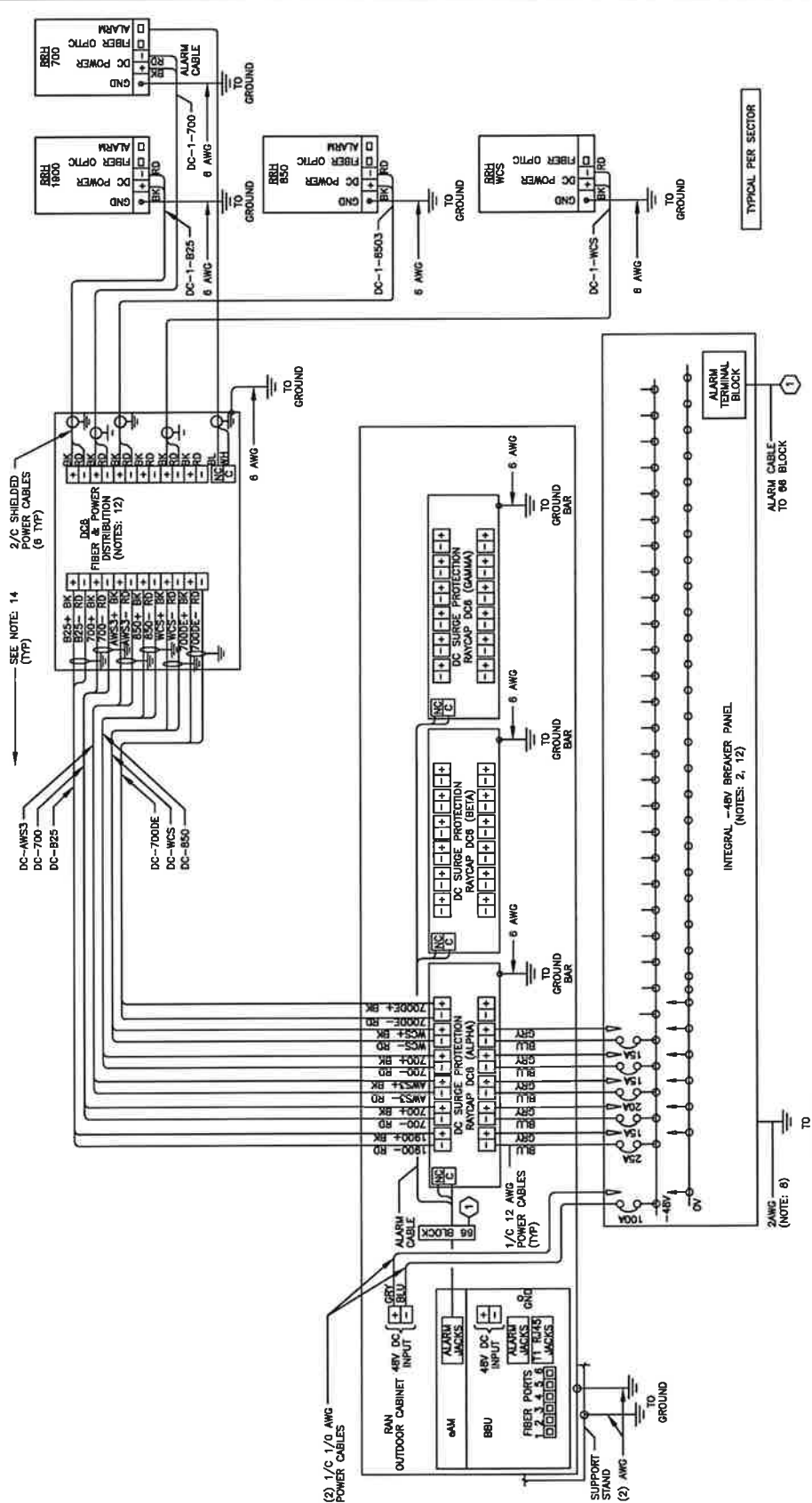
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
5775 CA-78  
BRAMLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
**DC WIRING  
DIAGRAM**

SHEET NUMBER  
**E5**

NOTE: LABEL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY; I.E. 'A'-AWS+.

1. LABEL THE DC POWER CABLES AT BOTH ENDS OF EVERY WIRE AND IN ANY PULL BOX IF USED. LABEL SHALL BE DURABLE, SELF ADHESIVE, WRAPPED LONGITUDINALLY ALONG THE CABLE AND STATE THE SECTOR, FREQUENCY BAND AND POLARITY; I.E. 'A'-AWS+.
2. INSTALL ON IN AUXILIARY EQUIPMENT CABINET.
3. CABLE TERMINALS FOR FEED A, AND FEED B RETURN BACK-TO-BACK ON OPPOSITE SIDES OF PAD USING 1-HOLE 3/8" TERMINALS.
4. INSTALL CABLE TERMINALS FOR FEED A, AND FEED B RETURN BACK-TO-BACK ON OPPOSITE SIDES OF PAD USING 1-HOLE 3/8" TERMINALS.
5. CABLE TERMINALS FOR CHASSIS GROUND SHALL BE 2-HOLE 1/4" ON ONE CENTER CONDUIT, 1 EACH FROM DC SURGE SHIELD TO DC66.
6. A FUNCTION BOX IS REQUIRED WHEN FIBER OPTIC CABLES ARE INSTALLED IN CONDUIT AS SCOPED BY MARKET.
7. CONVERTER REFERENCE GROUND IS NOT REQUIRED WHEN CONVERTER AND 24V DC POWER PLANT ARE ON THE SAME RACK OR ENCLOSURE.
8. THE BARE GROUND WIRE OF EACH MULTI-CONDUCTOR CABLE AND DRAIN WIRE WHEN A SHIELDED CABLE IS USED, SHALL BE CONNECTED TO THE EQUIPMENT CABINET GROUND BAR.
9. SEE ALARM BLOCK ASSIGNMENT DETAIL FOR ALARM CABLE CONNECTIONS.
10. THE EQUIPMENT CHASSIS DC POWER AND OPTICAL FIBER CABLES (FIBER SCALES NOT SHOWN FOR CLARITY)
11. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE IN CONDUIT.
12. CABLE GROUND WIRE AND SHIELD DRAIN WIRE TO BE LEFT UN-TERMINATED AT RRH.
13. WHEN AN RRH IS USED INSTEAD OF AN AWS RRH CABLE, LABELS SHOULD REFLECT CORRECT FREQUENCY BAND.



DC WIRING DIAGRAM

SCALE: 1/16" = 1"

1





PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

CHECKED BY: MN  
DATE: 10/20/23  
DESCRIPTION: PRELIMINARY

REV	DATE	DESCRIPTION
A	10/20/23	PRELIMINARY

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

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

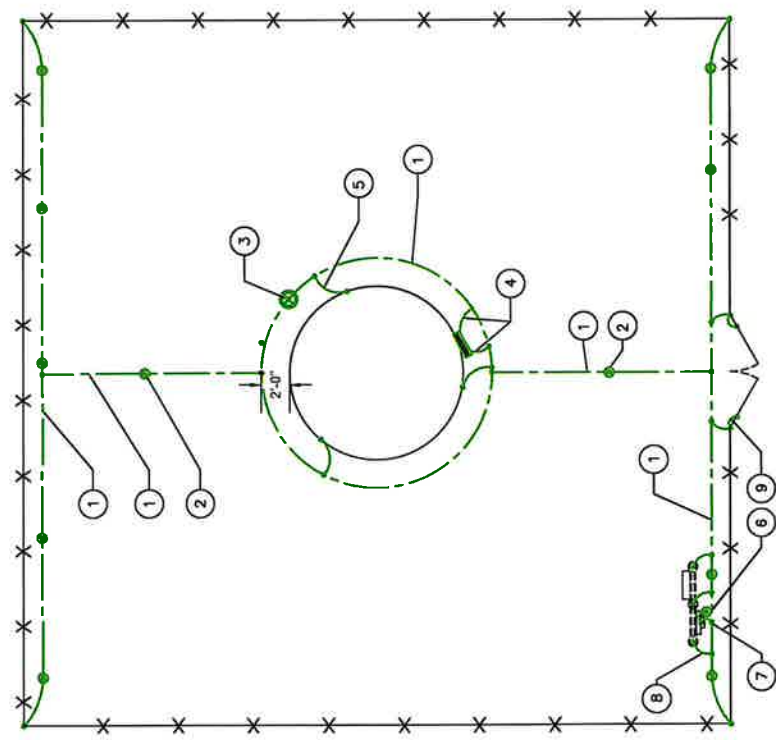
SHEET TITLE  
**GROUNDING PLAN**

SHEET NUMBER  
**G1**

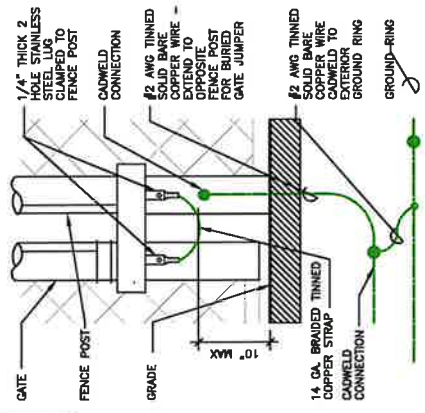
**GROUNDING LEGEND**

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

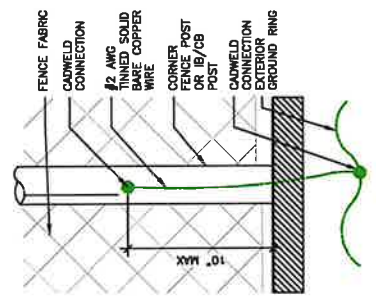
- GROUND RING, #2 SOLID TINNED, BARE COPPER WIRE
- 5/8"x10" COPPER CLAD STEEL GROUND ROD SPACED MIN. 10'-0", MAX 15'-0" APART
- GROUND SYSTEM TEST WELL
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM LOWER TOWER GROUND BAR TO NEW GROUND RING (2 REQ'D)
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM TOWER BASE PLATE TO NEW GROUND RING
- 5/8"x10" COPPER CLAD GROUND ROD FOR ELECTRICAL SERVICE GROUND
- #2 SOLID TINNED, BARE COPPER GROUND WIRE FROM ELECTRICAL SERVICE GROUND TO LIGHTNING PROTECTION GROUND RING
- #2 SOLID TINNED, BARE COPPER GROUND WIRE, BOND UTILITY POST W/ VS TYPE CADWELD. (1 PER POST REQ'D)
- ALL: OR EQUAL 2/0 GROUNDING CONDUCTOR W/BLACK NEOPRENE INSULATION & PRE-CAPPED ENDS ATTACHED TO GATE POST AND GATE FRAME W/ VS TYPE EXOTHERMIC. INSTALL W/ WELDS 18" ABOVE FINISH GRADE
- IN THE EVENT A PAD/PIER FOUNDATION IS INSTALLED, THE BURIED GROUND RING SHALL BE INSTALLED A MINIMUM 2 FT. FROM THE EDGE OF CONCRETE



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

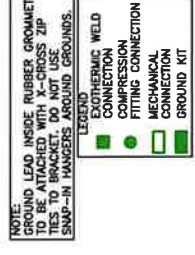


GATE GROUNDING DETAIL SCALE: N.T.S. 2



FENCE GROUNDING DETAIL SCALE: N.T.S. 1

TYPICAL FENCE AND TOWER GROUNDING PLAN



**CITY SWITCH**

**AT&T**

**LCC TELECOM SERVICES**

**WESTCHESTER SERVICES, LLC**  
BARRINGTON, IL 60010  
TEL: (815) 847-2770  
FAX: (815) 847-2770  
ms@westchester-services.com

**PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION**

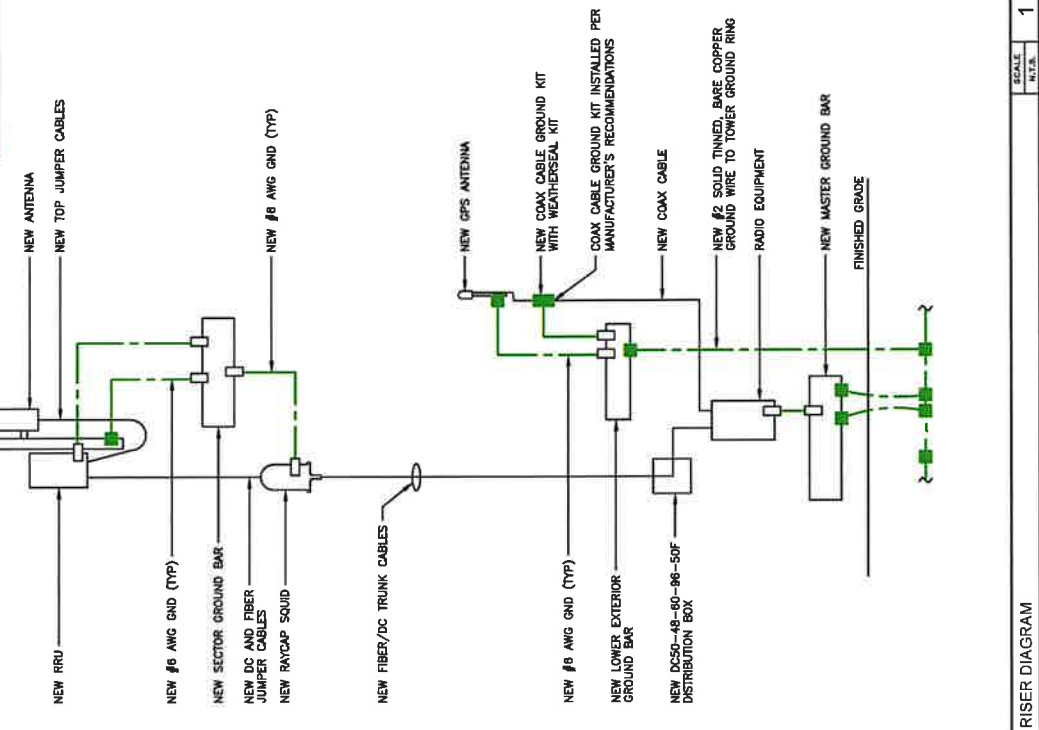
DRAWN BY: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_  
DATE: 10/27/22  
DESCRIPTION: PRELIMINARY

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

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

SHEET TITLE: **GROUNDING PLAN & RISER DIAGRAM**

SHEET NUMBER: **G2**



**SCALE**

SCALE: N.T.S.

SCALE: N.T.S.

1

2

RISER DIAGRAM

TYPICAL GROUNDING PLAN

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



BARRETT, WASHINGTON, IL 60010  
TELEPHONE: 847.277.0070  
FAX: 847.277.0066  
a4@westchester-services.com

PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

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

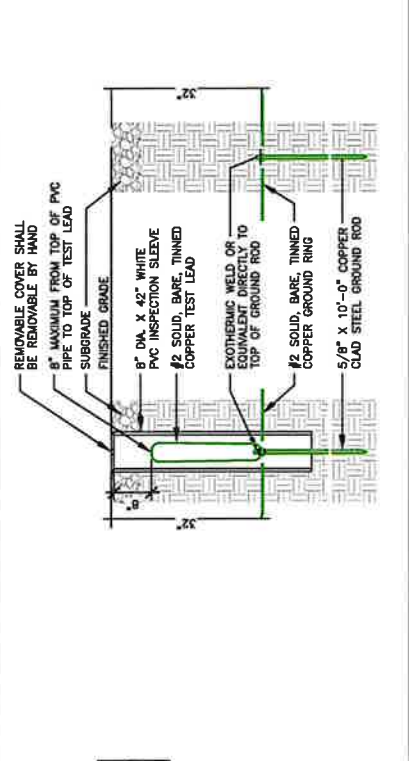
1. HENRY COMPANY THAT THESE CLAD WIRE IS PREPARED BY AS OF NUMBER 400828888 SUPPLEMENTED BY ARCHITECT UNDER THE NAME OF THE STATE OF CALIFORNIA

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

SHEET TITLE  
GROUNDING  
DETAILS & NOTES

SHEET NUMBER  
G3

SCALE: N.T.S. 3



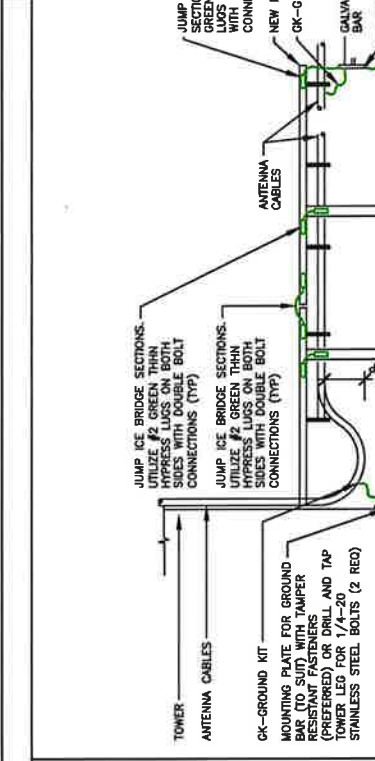
NOTE:  
SEE RESISTIVITY REPORT FOR A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS HIGHLY PRONE TO LIGHTNING AND/OR AREAS W/HIGHLY ACIDIC SOIL

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

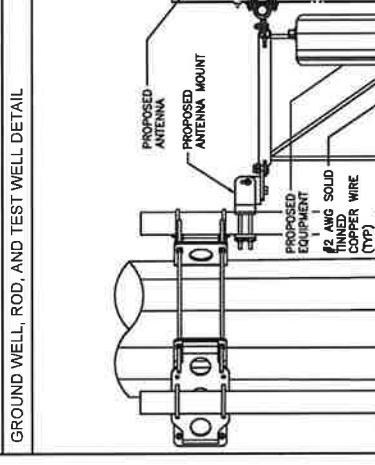
NOTE:  
GROUND RODS MAY BE COPPER CLAD STEEL OR SOLID COPPER

NOTE:  
GROUND RODS SHALL HAVE A RECOMMENDED SPACING TWICE THE LENGTH OF THE ROD

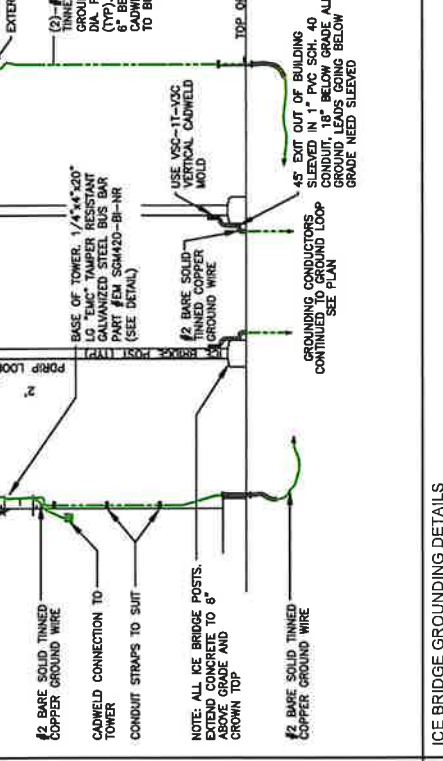
SCALE: N.T.S. 2



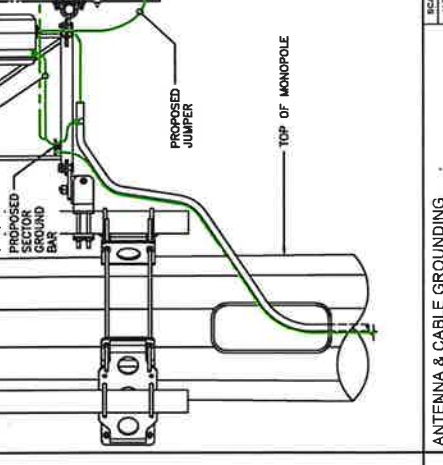
SCALE: N.T.S. 4



SCALE: N.T.S. 1



SCALE: N.T.S. 2



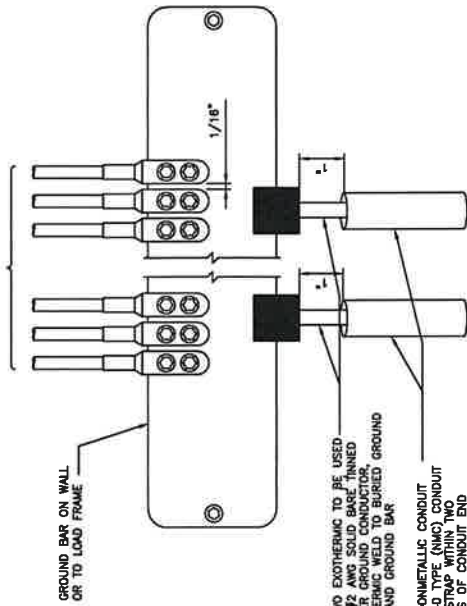
SCALE: N.T.S. 4

GROUNDING NOTES:

- GROUNDING SHALL COMPLY WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE.
- ALL GROUNDING LEADS SHALL BE ULL APPROVED OR LISTED FOR THEIR INTENDED USE UNLESS NOTED OTHERWISE.
- ALL WIRES SHALL BE ANG, TANK/TWIN COPPER UNLESS NOTED OTHERWISE.
- GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS BUSHINGS (INCLUDING GREEN SEAL) CLEAN GROUND BAR TO SINK METAL AFTER REMOVAL ANTIOXIDANT COATING.
- GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS BUSHINGS (INCLUDING GREEN SEAL) CLEAN GROUND BAR TO SINK METAL AFTER REMOVAL ANTIOXIDANT COATING.
- GROUNDING CONNECTIONS TO GROUND BARS ARE TO BE TWO-HOLE BRASS BUSHINGS (INCLUDING GREEN SEAL) CLEAN GROUND BAR TO SINK METAL AFTER REMOVAL ANTIOXIDANT COATING.
- ROUTE GROUNDING CONDUCTORS THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 12 RADIUS.
- NETAL #2 ANG UNID-INSULATED STRANDED WIRE FOR JOINTS TO GROUND BARS AND #2 GROUNDING UNLESS OTHERWISE NOTED.
- REFER TO GROUNDING PLAN FOR GROUND BAR LOCATIONS. GROUNDING CONNECTIONS SHALL BE MADE TO GROUND BARS. GROUNDING CONNECTIONS SHALL BE MADE TO GROUND BARS. GROUNDING CONNECTIONS SHALL BE MADE TO GROUND BARS.
- THE GROUND ELECTRODE SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GROUNDING PLAN. THE GROUNDING PLAN SHALL BE 3/8" X 1/2" COPPER CLAD CONDUCTOR. THE GROUNDING PLAN SHALL BE 3/8" X 1/2" COPPER CLAD CONDUCTOR. THE GROUNDING PLAN SHALL BE 3/8" X 1/2" COPPER CLAD CONDUCTOR.
- EXTENSION WELDS SHALL BE MADE IN ACCORDANCE WITH ENDO PRODUCTS BULLETIN A-11.
- CONSTRUCTION OF GROUND BARS AND GROUNDING LEADS SHALL BE DOCUMENTED WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PHOTOGRAPHS SHALL BE SUBMITTED TO THE CONSTRUCTION MANAGER.
- ALL GROUNDING LEADS EXCEPT THOSE TO THE EQUIPMENT ARE TO BE #2 BARE, TINNED COPPER WIRE. ALL EXTERIOR GROUND BARS SHALL BE GALVANIZED STEEL.
- ALL GROUNDING LEADS TO GROUND BARS SHALL BE MADE IN ACCORDANCE WITH ENDO PRODUCTS BULLETIN A-11.
- APPLY THOMAS & BETTS COPPER-SHEATHED (TM OF COPPER) COPPER WIRE TO GROUND BARS. APPLY COPPER-SHEATHED (TM OF COPPER) COPPER WIRE TO GROUND BARS.
- ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED FIVE OHMS TO GROUND BY EACH GROUNDING LEAD. TESTING SHALL BE WITNESSED BY A METROPCS REPRESENTATIVE AND RECORDED ON THE GROUNDING RECORDS TEST FORM.
- GROUNDING LEADS SHALL BE MADE TO GROUND BARS. GROUNDING LEADS SHALL BE MADE TO GROUND BARS. GROUNDING LEADS SHALL BE MADE TO GROUND BARS.
- BEFORE ALL GROUNDING LEADS ARE MADE TO GROUND BARS, INSTALL WIRE IN 3/4" PVC CONDUIT. GROUNDING LEADS SHALL BE MADE TO GROUND BARS. GROUNDING LEADS SHALL BE MADE TO GROUND BARS.
- ANY SITE WHERE THE EQUIPMENT WIRE, CABLE BRACE, PVC CONDUIT, ETC. IS LOCATED NEAR A FENCE SHALL BE ADJACENT TO THE NEAREST FENCE. POST USING (C) BARS OF #2 BARE TINNED COPPER WIRE.

GENERAL NOTES: SCALE: N.T.S. 4 ANTENNA & CABLE GROUNDING 2 ICE BRIDGE GROUNDING DETAILS 1

FOLLOW P.A.I. GUIDELINES FOR CONNECTING GROUNDS

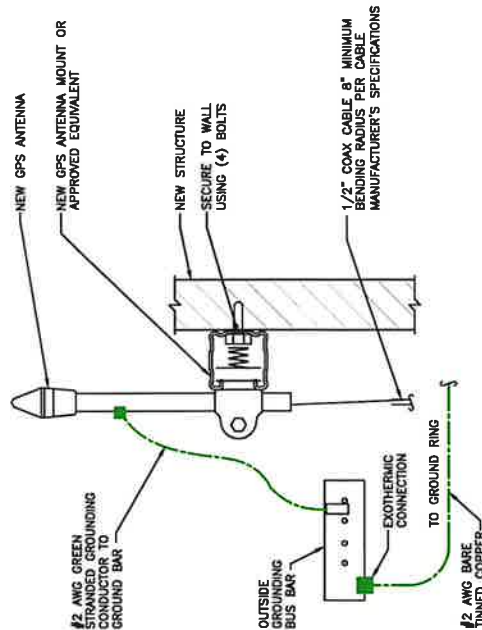


- (2) TWO EXOTHERMIC TO BE USED WITH #2 AWG SOLID BARE TINNED COPPER GROUND CONDUCTOR. EXOTHERMIC WELD TO BURIED GROUND RING AND GROUND BAR.
- PVC NONMETALLIC CONDUIT WITH SCH 40 STRAP AND 1/2" MIN. INCHES OF CONDUIT END.

MAIN GROUND BAR DETAIL

SCALE: N.T.S.

5

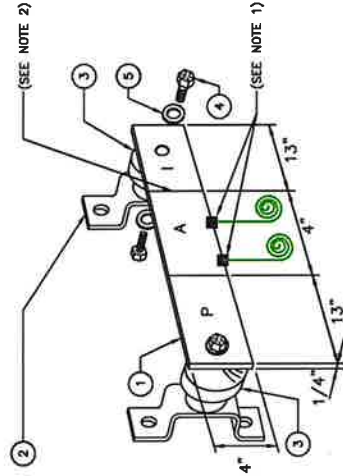


GPS ANTENNA GROUNDING

SCALE: N.T.S.

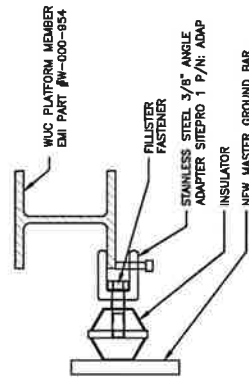
4

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



MASTER GROUND BAR DETAIL

STAINLESS STEEL 3/16" ANGLE ADAPTER SITEPRD 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)
- (EC) GENERATOR FRAMEWORK (IF AVAILABLE) (#2 AWG)
- (EC) TELCO GROUND BAR (#2 AWG)
- (EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (3/0)
- (EC) FIBER GROUND BAR (#2 AWG)
- (EC) POWER ROOM REFERENCE GROUND BAR (#2 AWG) (AT&T) RECIPER FRAMES

SECTION "A" - SURGE ABSORBERS

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

SECTION "I" - ISOLATED GROUND ZONE

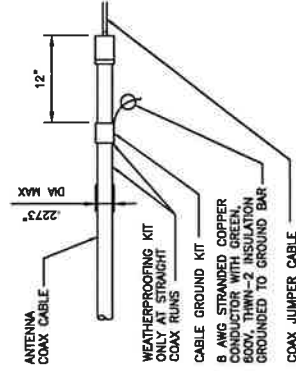
- (AT&T) ALL ISOLATED GROUND REFERENCE (AT&T) GROUND WINDOW BAR

DETAIL NOTES:

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

SCALE: N.T.S.

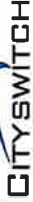
2



COAX GROUND KIT DETAIL

SCALE: N.T.S.

1



PRELIMINARY DRAWINGS  
NOT FOR CONSTRUCTION

DRAWN BY: MN  
RSM

CHECKED BY:

REV DATE DESCRIPTION  
A 10/02/03 PRELIMINARY

THE INFORMATION ON THESE PLANS WERE PREPARED AND THAT A DRAFT REPRODUCED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA.

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

SHEET TITLE  
GROUNDING  
DETAILS

SHEET NUMBER  
G3.1

WESTCHESTER SERVICES, LLC  
 100 FOX GLEN  
 BARRINGTON, IL 60010  
 TEL: 847.377.0070  
 FAX: 847.377.0044  
 ac@westchesterservices.com  
 WWW.WESTCHESTER-SERVICES.COM

PRELIMINARY DRAWINGS  
 NOT FOR CONSTRUCTION

CHECKED BY: RSM  
 DRAWN BY: MN

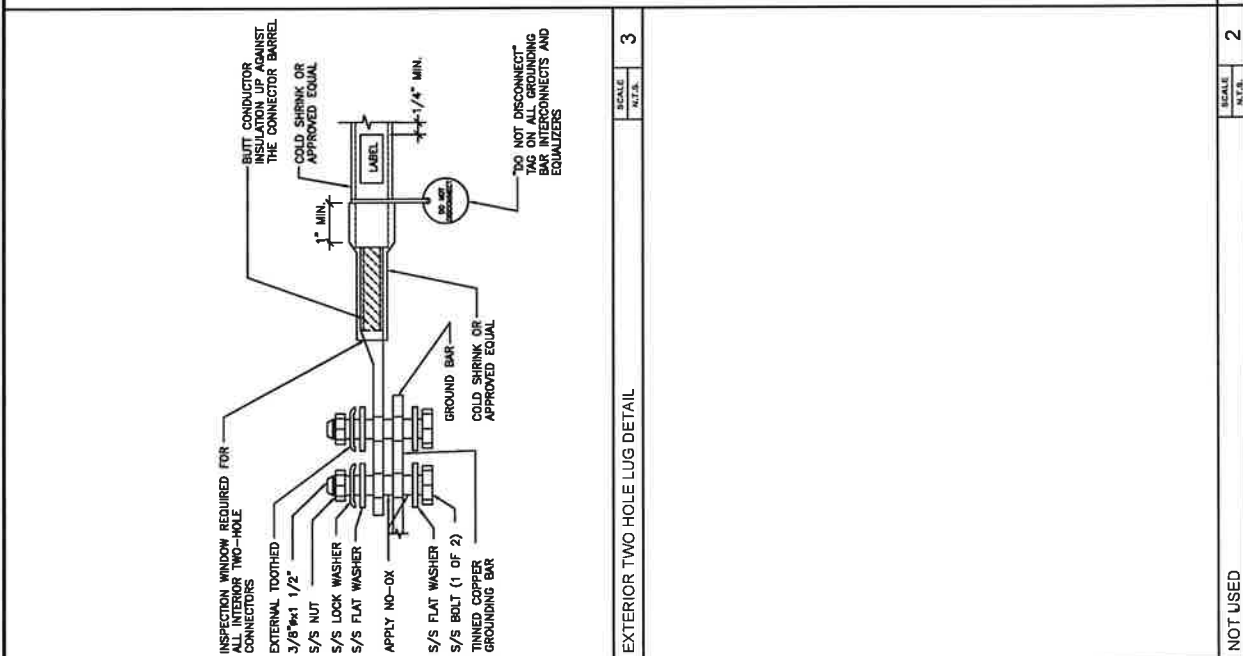
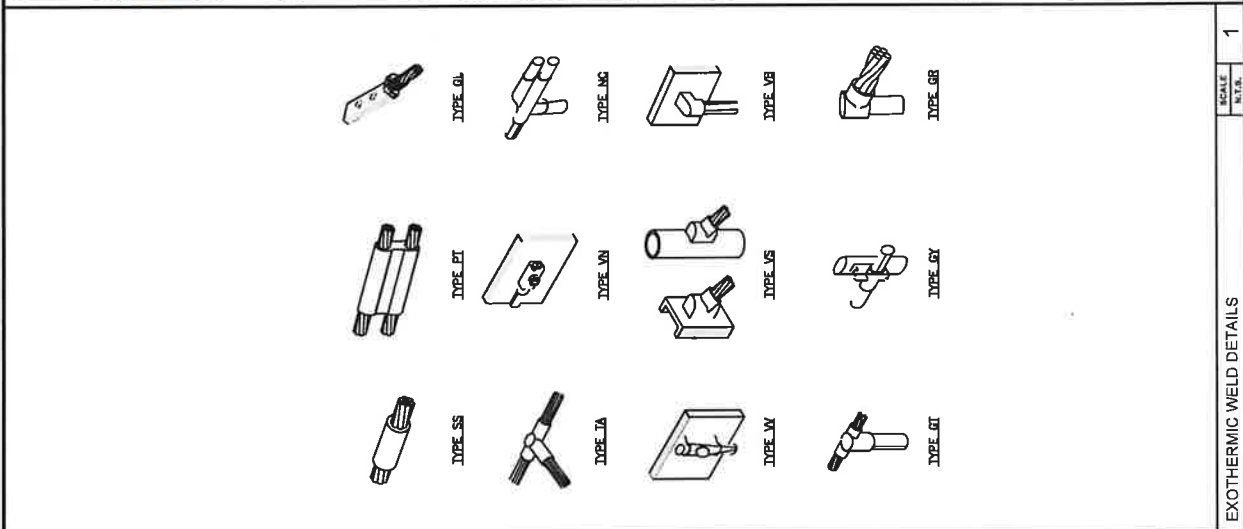
REV	DATE	DESCRIPTION
A	10/22/23	PRELIMINARY

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

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

SHEET TITLE  
**GROUNDING  
 DETAILS**

SHEET NUMBER  
**G3.2**



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



# Lease

---

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

### TOWER CONSTRUCTION AGREEMENT

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

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

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

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

#### 1. GRANT:

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

#### 2. TOWER FACILITIES:

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

#### 3. EQUIPMENT FACILITIES:



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

#### 4. PLANS:

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

#### 5. PERMIT:

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

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

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

#### 6. COST OF PERMITS:

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

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

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

#### **7. GENERAL TERMS AND CONDITIONS:**

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

#### **8. UTILITY SERVICE:**

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

#### **9. RELOCATION:**

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

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

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

**10. PROTECTION OF FIBER OPTIC CABLE:**

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

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

**11. TERMINATION:**

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

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

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

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

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

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

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

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

**14. MAINTENANCE:**

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

**15. PAYMENT:**

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

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

16. **TERM:**

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

17. **INTERFERENCE:**

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

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

18. **INSURANCE:**

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

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

- (c) Workers' Compensation insurance covering Licensee statutory liability under the workers' compensation laws of the state(s) affected by this Agreement, and Employers' Liability. If such insurance will not cover the liability of Licensee in states that require participation in state workers' compensation fund, Licensee shall comply with the laws of such states. If Licensee is self-insured, evidence of state approval must be provided.
- (d) Railroad Protective Liability insurance naming the Licensor as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The Licensee may meet this obligation with a commercial general liability policy with Endorsement CG2417 Contractual Liability - Railroads, which amends the definition of an insured contract to include construction or demolition operations on or within 50 feet of a railroad. A binder of insurance for Railroad Protective Liability must be submitted to the Licensor and the original policy or a certified duplicate original policy must be forwarded to the Licensor when available.

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

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

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

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

#### 19. **INDEMNIFICATION/HOLD HARMLESS:**

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

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

20. **ASSIGNMENT:**

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

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

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

21. **SUBLEASE AUTHORITY:**

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

22. **CASUALTY/CONDEMNATION:**

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

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

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

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

23. **ARBITRATION:**

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

24. **FORCE MAJEURE:**

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

25. **INTEGRATED AGREEMENT:**

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

26. **GOVERNING LAW:**

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



**27. LICENSOR'S REPRESENTATIONS:**

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

**28. SURVIVORSHIP:**

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

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

**29. SEVERABILITY:**

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

**30. NOTICES:**

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

To Licensor:           Union Pacific Railroad Company  
                              1400 Douglas Street - 0640  
                              Omaha, Nebraska 68179  
                              Attn.: Mike Wallman

To Licensee:           CitySwitch – II, LLC  
                              1900 Century Place, Suite 320  
                              Atlanta, GA 30345  
                              Attn: Legal

**31. AUTHORITY TO SIGN:**

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

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

ACCEPTED BY: Licensor  
**Union Pacific Railroad Company**

ACCEPTED BY: Licensee  
**CitySwitch II-A, LLC**

BY: 

BY: 

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville  
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: \_\_\_\_\_

DATE: 5/3/2022

DATE: 3/21/22

**ACKNOWLEDGMENT OF LICENSEE:**

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

On this 21 day of MARCH, 2021 before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2021.

Catherine Habel



My Commission Expires: 07-21-2023

**ACKNOWLEDGMENT OF LICENSOR:**

STATE OF Nebraska )  
 ) ss  
COUNTY OF Douglas )

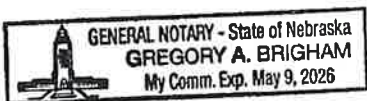
On this 3<sup>rd</sup> day of May, 2022, Chris D. Goble before me personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3<sup>rd</sup> day of May, 2022

Gregory A. Brigham  
Notary Public

My Commission Expires:

May 9, 2026



**Exhibit A**

**Location Print Depicting the Premises**



**JOHN M. BANKS**  
**ARCHITECT**  
 104 FRI GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847-377-0080  
 FAX: 847-377-0080  
 EMAIL: JBANKS@JMBANKSARCHITECTSERVICES.COM

**WESTCHESTER**  
**SERVICES LLC**  
 644 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847-377-0080  
 FAX: 847-377-0080  
 email: info@westchesterservices.com

LEASE EXHIBIT  
 NOT FOR CONSTRUCTION

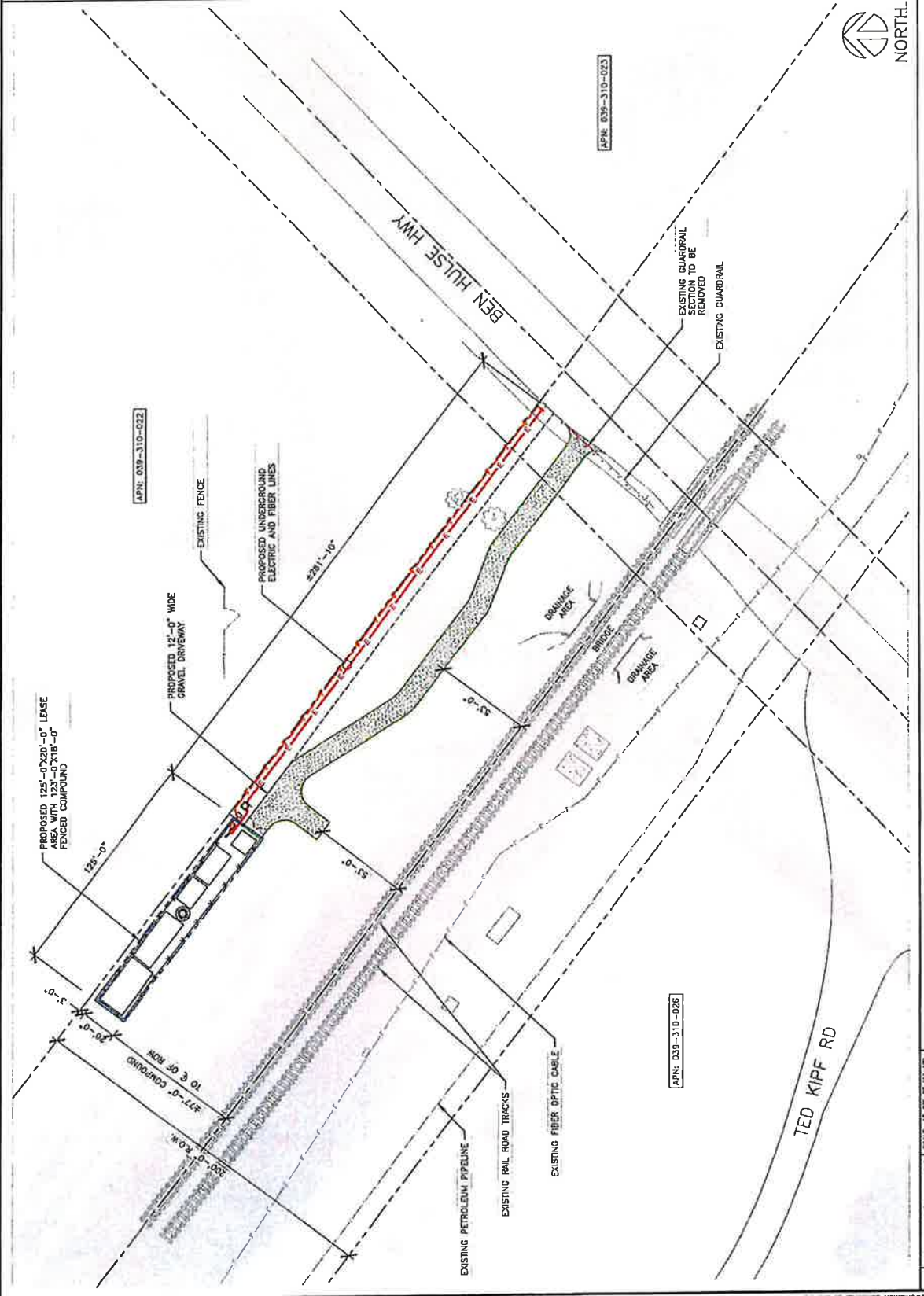
DRAWN BY:	UN	
CHECKED BY:	RSB	
REV	DATE	DESCRIPTION
A	01/12/23	LEASE EXHIBIT
B	01/17/23	REVISED LE
C	03/01/23	REVISED LE

\* HEREIN CONTAINED THESE PLANS WERE PREPARED BY WESTCHESTER SERVICES LLC AND SHALL BE VALID FOR THE STATE OF CALIFORNIA.

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

SHEET TITLE  
 OVERALL  
 SITE PLAN

SHEET NUMBER  
 LE-1



1 OVERALL SITE PLAN

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY NATURE, ANY USE OR DISREGARD OF THE SAME OR ANY PART THEREOF IS STRICTLY PROHIBITED.



**JOHN M. BANKS  
ARCHITECT**  
ONE FIVE ONE  
BANKERS BUILDING  
TELEPHONE 847-277-1070  
FAX 847-277-0080  
EMAIL: JMBANKS@JMBANKSARCHITECT.COM

**WESTCHESTER  
SERVICES, LLC**  
440 FOX GLEN  
BARRINGTON, IL 60010  
TEL: 847.277.2700  
WWW.WESTCHESTERFORCONTRACTORS.COM

**LEASE EXHIBIT  
NOT FOR CONSTRUCTION**

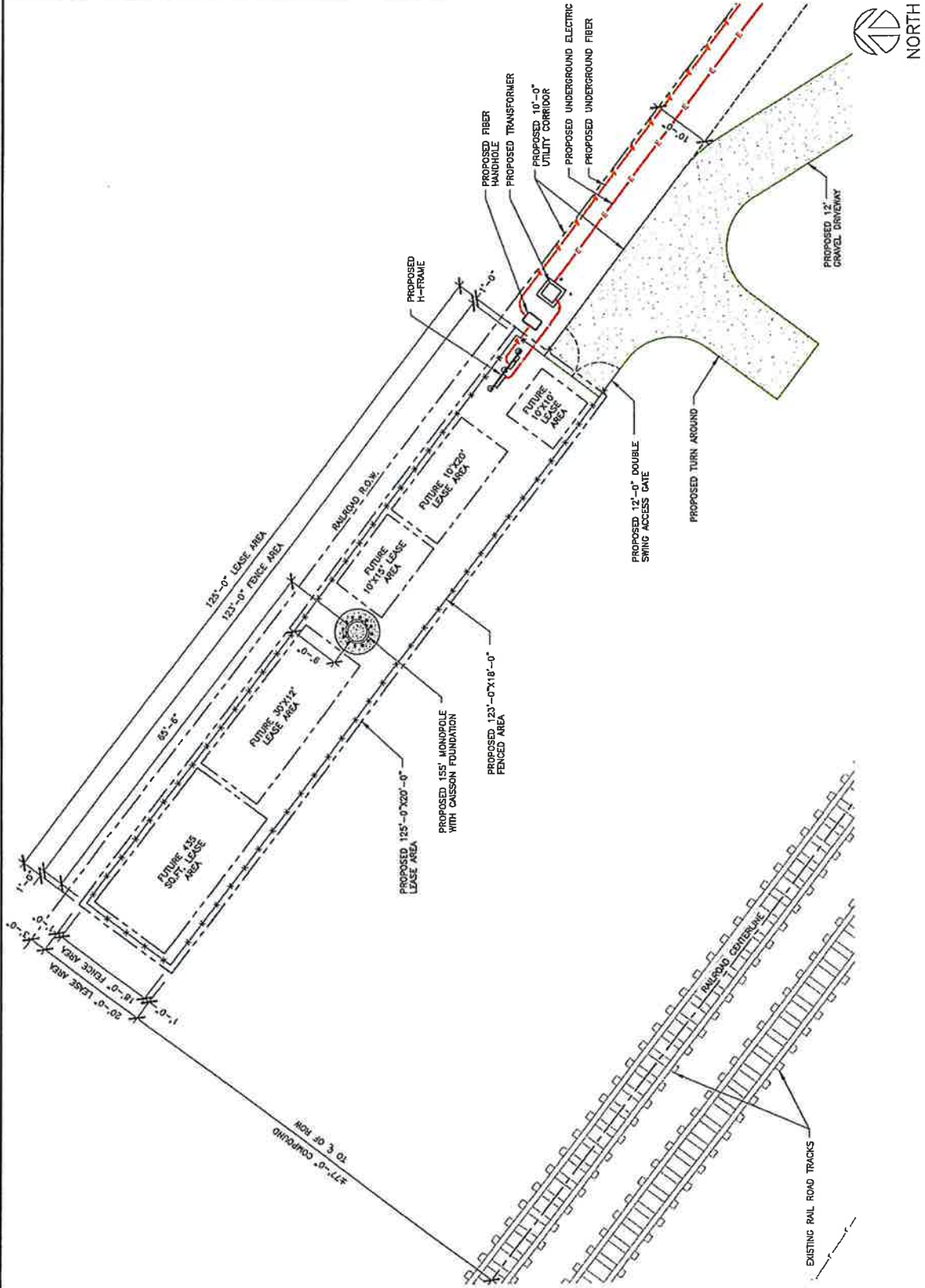
DRAWN BY:	UM
CHECKED BY:	RSU
REV#	DESCRIPTION
A	01/17/22 LEASE EXHIBIT
B	01/17/22 REVISED LE
C	03/01/22 REVISED LE

1. HEREBY CERTIFY THAT THESE PLANS 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.

PA # 10066894  
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
TED KIFF ROAD  
BRANLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
**ENLARGED  
SITE PLAN**

SHEET NUMBER  
**LE-2**



1  
SCALE: 1/8"=1'-0" (11/16")  
(50% 1/8"=1'-0" (25%))  
ENLARGED SITE PLAN



**JOHN M. BANKS  
ARCHITECT**  
BARRINGTON, IL 60010  
TELEPHONE: 847-277-0070  
FAX: 847-277-0070  
WWW.JMBANKSARCHITECTS.COM

**WESTCHESTER  
SERVICES, LLC**  
604 FOX GLEN  
N. WILMINGTON, IL 60090  
TELEPHONE: 847-277-0070  
FAX: 847-277-0070  
aw@westchesterllc.com

LEASE EXHIBIT  
NOT FOR CONSTRUCTION

DRAWN BY:	MM
CHECKED BY:	BSH

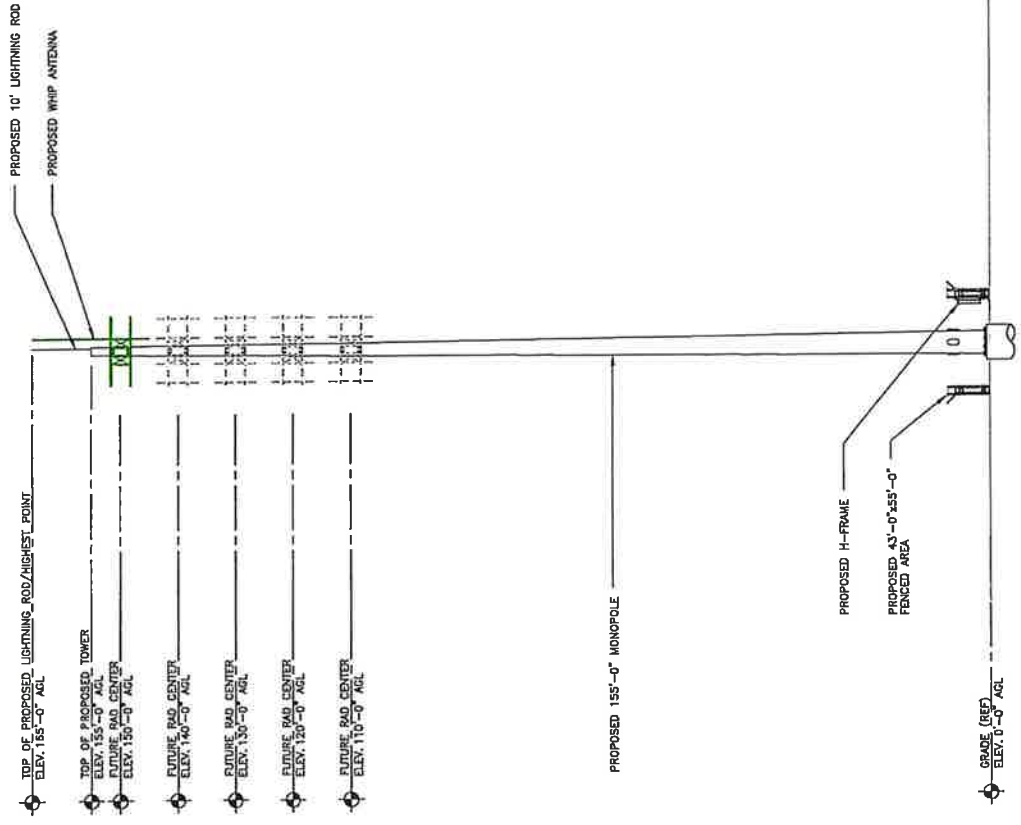
REV	DATE	DESCRIPTION
A	01/12/22	LEASE EXHIBIT
B	01/17/22	REVISED LE
C	03/01/22	REVISED LE

\* HEREIN CONTAINED THESE PLANS WERE PREPARED BY THE ARCHITECT AND THE ARCHITECT'S REGISTRATION AND THAT THE ARCHITECT IS NOT PROVIDING ANY PROFESSIONAL SERVICE IN THE STATE OF CALIFORNIA.

FA # 10066894  
SITE NAME:  
BEN HULSE  
SITE ADDRESS:  
TED KIFF ROAD  
BRAWLEY, CA 92227  
IMPERIAL COUNTY

SHEET TITLE  
TOWER  
ELEVATION

SHEET NUMBER  
LE-3



GRADE (REF)  
ELEV. 0'-0" AGL

TOWER ELEVATION  
SCALE: 1"=200'-0" (1:1917)  
(AND 1"=250'-0" (1:2286))

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



**JOHN M. BANKS  
ARCHITECT**  
BARRINGTON, IL 60010  
TELEPHONE 847-377-0070  
FAX 847-377-0071  
EMAIL: jmbank@jmbankarchitectservices.com

**WESTCHESTER  
SERVICES, INC.**  
604 FOX HOLE  
BARRINGTON, IL 60010  
TELEPHONE 847-377-0071  
FAX 847-377-0070  
EMAIL: westche@westche.com

**LEASE EXHIBIT  
NOT FOR CONSTRUCTION**

**DRAWN BY:** MM  
**CHECKED BY:** BSM

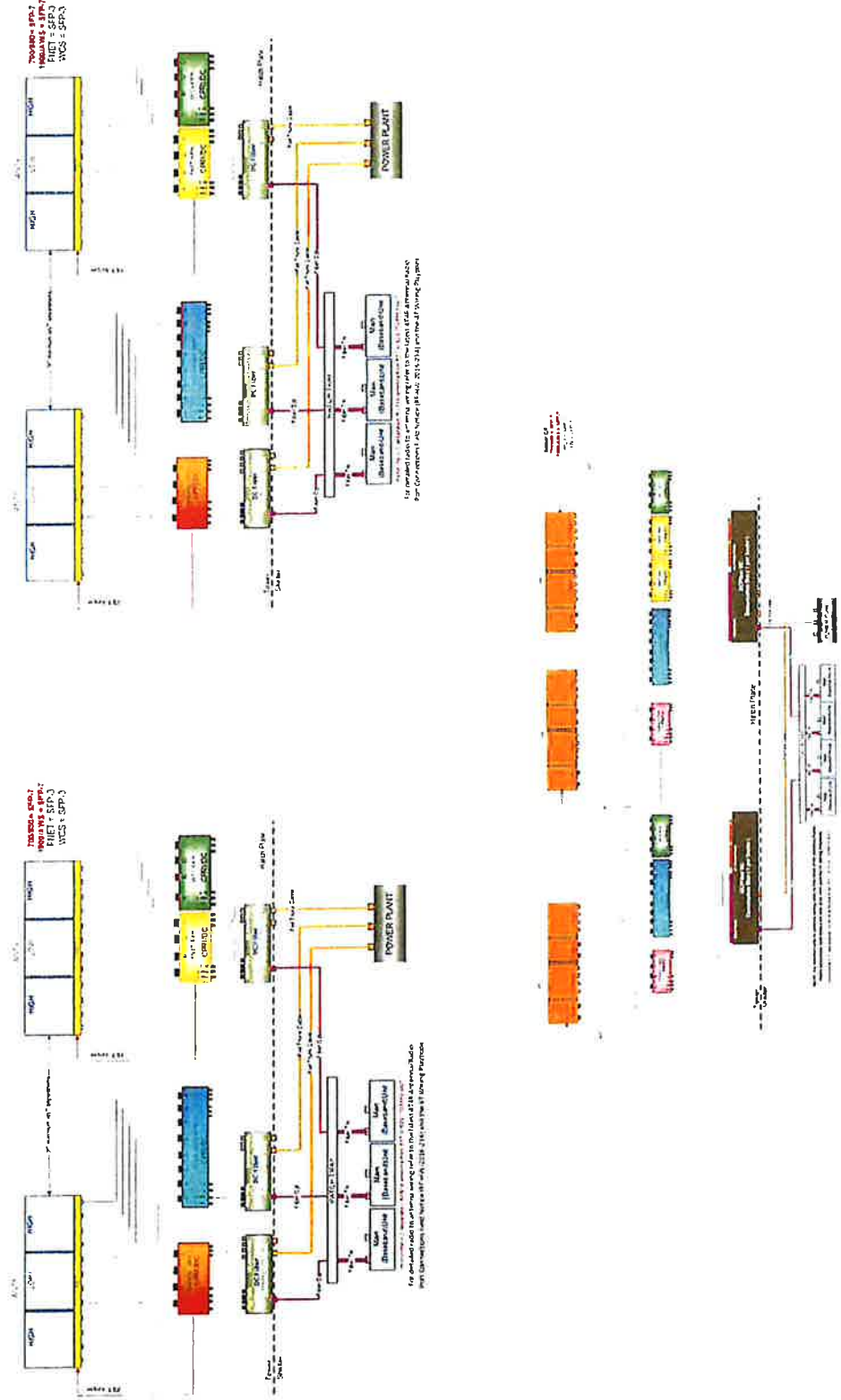
REV	DATE	DESCRIPTION
A	01/12/23	LEASE EXHIBIT
B	01/17/23	REVISED LE
C	03/01/23	REVISED LE

\* HONEYWELL, CITY OF, THESE PLANS WERE PREPARED BY THE ARCHITECT AND ENGINEER AND THE ARCHITECT AND ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE WORK SHOWN ON THESE PLANS UP TO THE DATE OF SUBMITTAL.

**FA # 10068894**  
**SITE NAME:**  
BEN HULSE  
SITING  
TED KIFF ROAD  
BRANLEY, CA 92227  
IMPERIAL COUNTY

**SHEET TITLE**  
PLUMBING  
DIAGRAM

**SHEET NUMBER**  
LE-4



1 SCALE - N.T.S. PLUMBING DIAGRAM

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PREPARED BY HUNTER. ANY USE OR MODIFICATION OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF HUNTER IS PROHIBITED.



## Exhibit B

### General Terms and Conditions

#### Section 1. ENGINEERING REQUIREMENTS; PERMITS.

A. Projects involving construction, inspection, maintenance, repair, renewal, reconstruction and/or removal of the Licensee's Tower and/or Facilities shall not commence until Licensor and Licensee agree on the plans for such projects, cost allocations, right of entry terms and conditions.

B. Licensee's Tower and Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, and removed on Licensor's property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

C. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

D. Licensee shall not transmit electric current from Licensee's Tower or Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Licensor's property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Licensor's property must be identified with warning signs ("Warning Signs") at each edge of Licensor's property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

E. Licensee shall secure and maintain in effect, at Licensee's sole cost and expense, any and all necessary federal, state and local permits and licenses required for the construction, operation and maintenance of Licensee's Tower and Facilities including, without limitation, zoning, building,

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

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

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

A. **Entry on to Licensor's Property.** Licensee and its contractors are strictly prohibited from entry onto Licensor's Property without first providing notification to Licensor as set forth in this Section.

B. **Work on Licensor's Property.** Licensee and its contractor are strictly prohibited from commencing any work associated with Licensee's Tower and Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval of work, the Licensee agrees to notify Licensor in accordance with the notification requirements set forth in this Section.

C. **Advance Notification Requirements.**

(i) The Licensee agrees to notify the Licensor at least ten (10) working days in advance of any entry on to Licensor's Property or work by Licensee that will take place at a distance of more than twenty-five (25) feet of any track. Licensee agrees to provide advance notice to Licensor at least thirty (30) working days in advance of proposed performance of any entry on to Licensor's Property or work by Licensee in which any person, equipment, machinery, tool(s), material(s), or thing(s) will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

(ii) Upon receipt of such notifications, the Licensor, in its sole and absolute discretion, will determine whether (a) Licensee's contractor will need to enter into Licensor's then current form of Contractor Right of Entry Agreement and/or (b) a flagman or other special protective or safety measures (any of the foregoing, collectively "Flagging Services") are needed.

(iii) Licensee or its contractor shall not commence any work until (a) such determinations have been made by Licensor, (b) Licensee has complied with the "PROTECTION OF SUBSURFACE FACILITIES ON LICENSOR'S PROPERTY" of this **Exhibit B**, and (c) Licensor has provided Licensee written authorization to commence work.

D. **Inspections.** If Licensee needs to enter Licensor's Property in order to perform an inspection of Licensee's Tower and/or Facilities, the same advance notification requirements as set forth in this Section shall apply. Licensee may use unmanned aircraft systems ("UAS") to inspect

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

E. **Flagging Services.**

(i) Licensor, in its sole and absolute discretion, shall determine whether Flagging Services are required in connection with any entry on to or work upon, Licensor's Property. If Flagging Services are required, no entry or work shall take place on Licensor's Property until arrangements for the Flagging Services have been made and scheduled. If no Flagging Services are required, Licensor will give Licensee written authorization to commence.

(ii) Licensor, in its sole and absolute discretion, shall determine if Flagging Services will be performed by Licensor, or whether Licensor may contract a private contractor commonly known in the railroad industry as a contractor-in-charge ("CIC") for the performance of such services. Alternatively, Licensor may authorize Licensee to hire a CIC directly to perform Flagging Services in lieu of Licensor providing such services or in concert with Licensor providing such services. If Licensor agrees to permit Licensee or its contractor to hire a CIC directly, the Licensor or its contractor, as applicable, shall be required to obtain Licensor's prior written approval for each of the following items, as determined in all respects in Licensor's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the Flagging Services to be performed by the approved CIC; and (iii) any other terms and conditions governing the Flagging Services to be provided by the CIC. Licensor reserves the right to rescind any approval pursuant to this Section, in whole or in part, at any time, as determined in Licensor's sole and absolute discretion

(ii) If any Flagging Services are performed or provided by Licensor or a CIC, Licensee shall be responsible for such costs and expenses in accordance with the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

(iii) If Licensor or a CIC performs any Flagging Services, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

F. **Safety Standards.**

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

(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

G. **Compliance With Laws.** Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

H. **No Interference or Delays.**

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

(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFICATION; SAFETY; PROTECTION OF RAILROAD OPERATIONS" Section of this **Exhibit B**.

(iii) No permanent building, structure or fence, and no material or obstruction of any kind or character shall be stored or maintained by Licensee on Licensor's Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Licensor.

I. **Supervision**. The Licensee, at its own expense, shall adequately police and supervise all work to be performed on Licensee's Tower and Facilities, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Licensor may be responsible, or to property of the Licensor. The responsibility of the Licensee for safe conduct and adequate policing and supervision of Licensee's Tower and Facilities shall not be lessened or otherwise affected by the Licensor's approval of any plans or specifications, or by the Licensor's collaboration in performance of any work, or by the presence at the work site of the Licensor's representatives, or by compliance by the Licensee with any requests or recommendations made by such representatives. If a representative of the Licensor is assigned to any portion of Licensee's operation or maintenance of the Licensee's Tower and Facilities, the Licensee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Licensor's Property and operations.

J. **Suspension of Work**. If at any time the Licensor shall be of the opinion that any operation or maintenance work of the Licensee's Tower and/or Facilities is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensor shall notify Licensee and Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

K. **Removal of Debris**. The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Licensor; and any such material and debris shall be promptly removed from the Licensor's Property by the Licensee at the Licensee's own expense or by the Licensor at the expense of the Licensee.

L. **Explosives**. The Licensee shall not discharge any explosives on or in the vicinity of the Licensor's Property without the prior consent of the Licensor, which shall not be given if, in the sole discretion of the Licensor, such discharge would be dangerous or would interfere with the Licensor's property or facilities.

M. **Protection of Subsurface Facilities on Licensor's Property**. Cables, lines, wires, circuits, conduit, pipes and other facilities may be buried on and under Licensor's property, including, without limitation, its right-of-way, as part of, or associated with, various systems and facilities including, without limitation, fiber optic systems, railroad traffic control-related systems

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

N. **Crossing Railroad Tracks.** Licensee and its contractor are strictly prohibited from vehicular crossings of Licensor's tracks except at existing open public crossings.

O. **Emergencies.** If, at any time, an emergency arises involving Licensee's Tower and/or Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267 (a 24-hour line).

P. **Maintenance of Right-of-Way.** Licensor shall not be responsible for maintenance of Licensee's occupancy areas or for clearing or removal of trees, shrubs, plants, ice, snow or debris therefrom. If requested to do so by Licensee and if Licensor agrees to extend maintenance to cover Licensee's area of occupation at Licensee's request and to cut, mow and/or treat such right-of-way growth at the same time as Licensor performs its own track or right-of-way maintenance, Licensor shall perform such extended maintenance and Licensee shall reimburse Licensor for Licensor's actual costs incurred in performing such extended maintenance.

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

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Tower and Facilities.

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

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

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

#### **Section 4. RESTORATION OF RAILROAD PROPERTY.**

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

**EXHIBIT C**

**MEMORANDUM OF LICENSE**

**[FOLLOWS ON NEXT PAGE]**



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

**Prepared by, and after recording**

**Return to:**

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

**MEMORANDUM OF LICENSE**

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

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

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

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

ACCEPTED BY: Licensor  
**Union Pacific Railroad Company**

ACCEPTED BY: Licensee  
**CitySwitch II,-A LLC**

BY: Chris Doble

BY: Robert Raville

PRINT NAME: CHRIS D. GOBLE

PRINT NAME: Robert Raville  
President & CEO

TITLE: Assistant Vice President - Real Estate

TITLE: \_\_\_\_\_

DATE: 5/3/2022

DATE: 3/21/22

**ACKNOWLEDGMENT OF LICENSEE:**

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

On this 21 day of MARCH, 2022, before me personally appeared ROB RAVILLE, known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 21 day of MARCH, 2022

Catherine Habel



My Commission Expires: 07-21-2023

**ACKNOWLEDGMENT OF LICENSOR:**

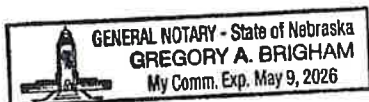
STATE OF Nebraska )  
 ) ss.:  
COUNTY OF Douglas )

On this 3<sup>rd</sup> day of May, 2022, before me personally appeared Chris D. Goble known to me (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.

WITNESS my hand and Official Seal at office this 3<sup>rd</sup> day of May, 2022.

G.A. Brigham  
Notary Public

My Commission Expires:



May 9, 2026

**EXHIBIT 1 TO MEMORANDUM OF LICENSE**

**DESCRIPTION OF PROPERTY AND PREMISES**

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