TO: ENVIRONMENTAL EVALUATION COMMITTEE AGENDA DATE: November 16, 2023 FROM: PLANNING \& DEVELOPMENT SERVICES
PROJECT TYPE:_CUP\#23-0011 / V\#23-0006 / IS\#23-0011 SUPERVISOR DIST \# 5
$\qquad$ APN: 041-200-008-000

Brawley, CA
PARCEL SIZE: $\underline{12.10-A C}$
GENERAL PLAN (existing $\qquad$ Agriculture $\qquad$ GENERAL PLAN (proposed) $\qquad$ N/A ZONE (existing) $\qquad$ A-2 (General Agriculture) ZONE (proposed) $\qquad$ GENERAL PLAN FINDINGS $\boxtimes$ CONSISTENT $\square$ INCONSISTENT $\square$ MAY BE/FINDINGS PLANNING COMMISSION DECISION: HEARING DATE: $\qquad$
$\square$ APPROVED $\square$ DENIED
$\square$ OTHER

PLANNING DIRECTORS DECISION:
HEARING DATE: $\qquad$
$\square$ APPROVEDDENIED
$\square$ OTHER

ENVIROMENTAL EVALUATION COMMITTEE DECISION:
HEARING DATE: 11-16-2023
INITIAL STUDY: \#23-0011
$\square$ NEGATIVE DECLARATION $\square$ MITIGATED NEG. DECLARATION $\square$ EIR
DEPARTMENTAL REPORTS / APPROVALS:

| PUBLIC WORKS | $\square$ | NONE | $\boxed{~ A T T A C H E D ~}$ |  |
| :--- | :--- | :--- | :--- | :--- |
| AG | $\square$ | NONE | $\square$ | ATTACHED |
| APCD | $\square$ | NONE | $\square$ | ATTACHED |
| E.H.S. | $\square$ | NONE | $\square$ | ATTACHED |
| FIRE $I$ OES | $\square$ | NONE | $\square$ | ATTACHED |
| SHERIFF | $\square$ | NONE | $\square$ | ATTACHED |

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

## REQUESTED ACTION:

# MITIGATED NEGATIVE DECLARATION 

Initial Study \& Environmental Analysis
For:

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


Prepared By:
COUNTY OF IMPERIAL
Planning \& Development Services Department
801 Main Street
El Centro, CA 92243
(442) 265-1736
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November 2023

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## SECTION 1 <br> INTRODUCTION

## A. PURPOSE

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

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

As defined by Section 15063 of the State California Environmental Quality Act (CEQA) Guidelines and Section 7 of the County's "CEQA Regulations Guidelines for the Implementation of CEQA, as amended", an Initial Study is prepared primarily to provide the Lead Agency with information to use as the basis for determining whether an Environmental Impact Report (EIR), Negative Declaration, or Mitigated Negative Declaration would be appropriate for providing the necessary environmental documentation and clearance for any proposed project.
$\square$ According to Section 15065, an EIR is deemed appropriate for a particular proposal if the following conditions occur:

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

According to Section 15070(a), a Negative Declaration is deemed appropriate if the proposal would not result any significant effect on the environment.
$\square$ According to Section 15070(b), a Mitigated Negative Declaration is deemed appropriate if it is determined that though a proposal could result in a significant effect, mitigation measures are available to reduce these significant effects to insignificant levels.

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

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

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

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

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

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

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

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

## SECTION 1

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

## SECTION 2

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

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

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

## SECTION 3

III. MANDATORY FINDINGS presents Mandatory Findings of Significance in accordance with Section 15065 of the CEQA Guidelines.
IV. PERSONS AND ORGANIZATIONS CONSULTED identifies those persons consulted and involved in
preparation of this Initial Study and Negative Declaration.
V. REFERENCES lists bibliographical materials used in preparation of this document.
VI. NEGATIVE DECLARATION - COUNTY OF IMPERIAL
VII. FINDINGS

## SECTION 4

## VIII. RESPONSE TO COMMENTS (IF ANY)

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

## E. SCOPE OF ENVIRONMENTAL ANALYSIS

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

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

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

This Initial Study and Negative Declaration will be conducted under a $\square$ policy-level, $\square$ 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-dratted 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 $15150[\mathrm{c}]$ ). As discussed above, the tiered EIRs address the entire project site and provide background and inventory information and data which apply to the project site. Incorporated information and/or data will be cited in the appropriate sections.
- These documents must include the State identification number of the incorporated documents (CEQA Guidelines Section 15150[d]]. The State Clearinghouse Number for the County of Imperial General Plan EIR is SCH \#93011023.
- The material to be incorporated in this document will include general background information (CEQA Guidelines Section $15150[f]$ ). This has been previously discussed in this document.


## II. Environmental Checklist

## 1. Project Title: Conditional Use Permit \#23-0011 \& Variance \#23-0006

2. Lead Agency: Imperial County Planning \& Development Services Department
3. Contact person and phone number: Gerardo A. Quero, Planner I, (442)265-1736, ext. 1748
4. Address: 801 Main Street, El Centro CA, 92243
5. E-mail: gerardoquero@co.imperial.ca.us
6. Project location: 1505 E. Keystone Road, Brawley, CA 92227, Assessor's Parcel Number (APN) 041-200-008-000
7. Project sponsor's name and address: CitySwitch

1900 Century Place NE, Suite 320
Atlanta, GA 30345

## 8. General Plan designation: Agriculture

9. Zoning: A-2 (General Agriculture)
10. Description of project: The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200 -foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210 -foot tower on a $50^{\prime} \times 50^{\prime}$ leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way located at 1505 East Keystone Road, Brawley, CA. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT\&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for colocation to other wireless providers. The proposed telecommunications facility requires a Conditional Use Permit (CUP\#23-0011) and a Variance (V\#23-0006) to exceed the 120-feet height limitation for the A-2 (General Agriculture) zone by 90 feet.

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

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

In accordance with Federal Communications Commission (FCC) regulations, the proposed wireless telecommunications facility, if approved, would be designed, and constructed to meet and/or exceed all applicable government and industry safety standards. Specifically, CitySwitch would adhere to all Federal Communications Commission (FCC) and Federal Aviation Agency (FAA) rules and regulations governing construction specifications and technical standards. The proposed wireless communication facility's Radio Frequency (RF) emissions would comply with the Federal Communications Commission's (FCC) Radio Frequency emission standards. Additionally, the proposed wireless communication facility would comply with the Federal Aviation Agency's (FAA) height, lighting, and marking requirements.
11. Surrounding land uses and setting: The proposed wireless communication facility would be located at 1505 East Keystone Road, Brawley, CA 92227 (southeast intersection of East Keystone Road and State Highway 115) and
will disturb approximately $2,500 \mathrm{ft}^{2}$ of the 12.10 -Acre subject parcel. The property is identified as Assessor's Parcel Number (APN) 041-200-008-000 and is further described as a Portion of the State Board of Equalization (SBE) \#872-13-34-2 of Tract 90 \& 91, Township 14 South, Range 15 East of the San Bernardino Base and Meridian (S.B.B.M.). The proposed project site is surrounded by parcels zoned as A-2-R (General Agriculture with a Rural Zone Overlay) on the North and East and by other parcels zoned as A-2 (General Agriculture) on the South and West. Although the proposed project is consistent with the A-2 zone under an approved Conditional Use Permit (Division 5, Section $90508.02(\mathrm{~s})$ ), it is determined that it is in conflict with Division 24, Section 92401.00 - Purpose, "...This Section standards are intended to protect, and promote public health, safety, community welfare and the unique visual character of the Imperial County [by] minimizing the number of towers throughout the community..." as the proposed telecommunications tower would be situated approximately 1,000 feet south of an existing telecommunications tower owned by SBA Towers II, LLC, operating under Conditional Use Permit \#16-0039. Upon further research on submitted reports of the adjacent existing tower, it was found that tower space for future co-locators is still available.
12. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement.): Planning Commission.
13. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If SO, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentially, etc.?
The Quechan and Campo Band of Mission Indian Tribes have requested to be consulted under Assembly Bill 52. Consultation letters were sent to the Quechan and Campo Band of Mission Indian Tribes. The County received on May 30, 2023, an email response from the Quechan Indian Tribe advising they had no comments for this project. No comments have been received from the Campo Band of Mission Indians Tribe for this project to this date.

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

## ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

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


## 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.


## PROJECT SUMMARY

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

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

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

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

## Exhibit "A" <br> Vicinity Map



## Exhibit "B" Site Plan



## EVALUATION OF ENVIRONMENTAL IMPACTS:

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

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

## 1. 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 ${ }^{1}$ and California State Scenic Highway System Map ${ }^{2}$. Additionally, the proposed self-supported lattice telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment. No impacts are expected.
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?
b) As previously stated on section (l)(a), the proposed project is not located near a scenic vista or scenic highway and would not substantially damage any scenic resources. No impacts are expected.
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surrounding? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?
c) The proposed self-supported lattice telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment and would not significantly or physically degrade the visual character of the site and its surroundings. It is also consistent with the Aesthetic requirements as specified on the County's Communication Ordinance (Division 24), Section 92404.01(R). No impacts are anticipated.
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?
d) As previously stated on section (I)(a), the proposed self-supported lattice telecommunications tower is anticipated to maintain a galvanized steel finish to reduce visual obstructiveness and blend with the existing natural environment and would not create a new source of light or glare which would adversely affect day or nighttime views in the area. Additionally, per Imperial County's Communication Ordinance (Division 24), Section 92401.04(), all communication facilities, including towers, shall be lit with approved lighting as required by the Federal Aviation Administration (FAA) and Airport Land Use Commission (ALUC) standards. Subsequently, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported lattice telecommunications tower project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon will be required for this proposed project. Compliance with FAA and ALUC standards and would bring any impacts to less than significant.

## II. AGRICULTURE AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. --Would the project:
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?
a) The proposed project is for the construction of a self-supported lattice telecommunications tower with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the proposed project site is listed as "Farmland of Statewide Importance" per the California Important Farmland Finder: Imperial County 20183, the proposed project will not convert any type of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. No impacts are expected.

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b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract?
b) The County of Imperial has no current active Williamson Act contracts. Additionally, according to the California Williamson Act Enrollment Finder ${ }^{4}$, 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.
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?
c) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported lattice telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Agriculture per Imperial County General Plan Land Use Map5, the proposed project does not expect nor anticipate to conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code Section $5114(\mathrm{~g})$ ). Any impacts are expected to be less than significant.
d) Result in the loss of forest land or conversion of forest land to non-forest use?
d) As previously stated under item (II)(c) above, the proposed project is not located in a forest land, therefore, it is not expected to result in the loss of forest land or conversion of forest land to non-forest. Any impacts are projected to be less than significant.
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?
e) As previously stated on section (II)(a), the proposed project is for the construction of a self-supported lattice telecommunications tower with associated remote and unmanned equipment located on an undeveloped parcel owmed by the Union Pacific Railroad Company and within its railroad right-of-way. Although the land use designation for the proposed project site is Agriculture per Imperial County General Plan Land Use Map5, development of the proposed project would not result in the loss or conversion of farmland to non-agricultural use or conversion of forestland to non-forest use. Therefore, less than significant impacts are expected.

## iI. AIR QUALITY

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

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substantially contribute to an existing or projected air quality violation. Therefore, any impacts are expected to be less than significant.
c) Expose sensitive receptors to substantial pollutants concentrations?
c) The proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment is not expected to expose sensitive receptors to substantial pollutants concentrations. However, during the construction phase any earth-moving activities and diesel exhaust and volatile organic compound (VOC) emissions which are typically related to construction trucks and machinery are the pollutants that could possibly affect the nearest sensitive receptors and exposure would be temporary and would be lessened by adhering to Air Pollution Control District's and Division of Environmental Health rules and regulations. Compliance with APCD's requirements would bring any impacts to less than significant.
d) Result in other emissions (such as those leading to odors
adversely affecting a substantial number of people?
d) The proposed project does not anticipate creating objectionable odors that would adversely affect a substantial number of people. Although some pollutants may be emitted during construction activities and as previously stated on item (III)(a) above, compliance with ACPD's Regulation VIII, EHS' requirements, and adherence to the California Building Code would bring any impacts to less than significant.

## IV. BIOLOGICAL RESOURCES Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildife Service?
a) The proposed project is located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and surrounded by other parcels already impacted by ongoing agricultural uses. According to the Imperial County General Plan's Conservation and Open Space Element5, Figure 1-"Sensitive Habitat Map ${ }^{5 a}$," the project is not located within a sensitive habitat area. Additionally, in accordance to Figure 2-"Sensitive Species Map85b," the project is located within the Burrowing Owl Species Distribution Model area. Subsequently, according to U.S. Fish and Wildlife Service Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning publication ${ }^{6}$ : Sitting and Construction of New Towers, section (5)(a) - "Tower Design," new towers should be not more than 199 feet above ground level (AGL) as this height increases the mean free airspace between the top of the tower and average bird flight height, even in weather conditions with reduced cloud ceiling. Moreover, in accordance with section (5)(c)(iii), if taller than 199 feet AGL, towers requiring lights for aviation safety must be constructed and the minimum amount of pilot warning and obstruction avoidance lighting required by the FAA should be used. However, the proposed project does not expect nor anticipate any substantial physical changes to the environment. Consequently, it does not appear to have a substantially adverse effect, either directly or through habitat modification, or to any species identified as a candidate, sensitive, or of special status in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife Service. Adherence to the U.S. Fish and Wildlife \& FAA standards and regulations should bring any impacts to less than significant.
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?
b) As previously stated on section (IV)(a), the proposed project site is not located within a sensitive or riparian habitat, or on other sensitive natural community area as depicted on Figure 3-"Agency-Designated Habitats Map ${ }^{8 c}$ " from the Imperial County General Plan's Conservation and Open Space Element5. Additionally, the proposed project site is within an undeveloped parcel owned by the Union Pacific Railroad Company; therefore, it does not appear to have a substantial effect in local regional plans, policies, and regulations with respect to sensitive natural communities or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Any impacts are expected to be less than significant.
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
c) According to the National Wetlands Inventory: Surface Waters and Wetlands Map9, National Water Information System:
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Mapper ${ }^{10}$, and California Sustainable Groundwater Management Act (SGMA) Data Viewer ${ }^{11}$, 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 A-2 (General Agriculture) with an area of approximately $\pm 12.10$ acres adjacent to other parcels with same zone with existing agricultural uses. As previously stated on item (IV)(b) above, the project site is not located within a Sensitive Habitat; therefore, it would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Any impacts are expected to be less than significant.
e) Conflict with any local policies or ordinance protecting biological resource, such as a tree preservation policy or ordinance?
e) The proposed project does not conflict with any local policy or ordinance protecting biological resources, such as tree preservation policies or ordinances. No impacts are expected.
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?
f) The proposed project site is not located within a designated sensitive area according to the Imperial County General Plan's Conservation and Open Space Element ${ }^{\text { }}$, therefore, it would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. Any impacts are expected to be less than significant.

## V. CULTURAL RESOURCES Would the project:

a) Cause a substantial adverse change in the significance of a historical resource pursuant to $\S 15064.5$ ?
a) According to the Imperial County General Plan's Conservation and Open Space Element ${ }^{8}$, Figure 5-"Areas of Heightened Historic Period Sensitivity Map ${ }^{8 d}$," the proposed project site may be located within the Kearny and Emory Exploration and Trail Route (1770-1890). Additionally, in accordance to Figure 6-"Known Areas of Native American Cuitural Sensitivity, ${ }^{\text {Be" }}$ the proposed project site is not located within the immediate vicinity of an known area of cultural sensitivity to Native Americans. Furthermore, on May 30, 2023, the County received an email from the Quechan Historic Preservation Officer stating they had no comments on this project ${ }^{12}$. Any impacts are expected to be less than significant.
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to $\S 15064.5$ ?
b) The proposed project is located within a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way and surrounded by other parcels already disturbed with existing ongoing agricultural operations with no documented nor known archeological resources. The proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment project is not likely to cause a substantial adverse change to any archeological resource. Any impacts are expected to be less than significant.
c) Disturb any human remains, including those interred outside of dedicated cemeteries?
c) As previously stated on items $(\mathrm{V})(\mathrm{a})$ and $(\mathrm{V})(\mathrm{b})$ above, the proposed project site is not located within or adjacent to any cemeteries, therefore, the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment project would not disturb any human remains, including those interred outside of dedicated cemeteries. Additionally, in the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site, or any nearby area reasonably suspected to overlie adjacent human remains until the coroner of the county is contacted to determine that no investigation of the cause of death is required. In addition, the coroner of the county shall contact the Native American Heritage Commission (NAHC) within 24 hours if such remains are believed to pertain to a deceased Native American. Any impacts are expected to be less

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than significant.

## VI. ENERGY Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?
a) The proposed telecommunications tower facility is not proposing any changes in the existing surrounding uses, currently agricultural and residential, therefore, it will not result in potentially significant environmental impacts due to wasteful, insufficient, or unnecessary consumption of energy resources, during the project construction or operation. Additionally, the proposed project site is located within a vacant parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. Should any new developments occur, said developments would require compliance with the latest edition of the California Building Code and ministerial building permits with the Imperial County Planning and Development Services Department. Furthermore, per comment letter received from the Imperial Irrigation District ${ }^{13}$ dated August 2, 2023, if the proposed communication tower requires electrical services, the applicant should contact IID. Any impacts are expected to be less than significant.
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?
b) As previously stated on item (VI)(a) above, the proposed project is for a telecommunications tower facility which does not propose any changes in the existing use of the subject parcel. New future developments would require compliance with the latest energy efficiency and renewable energy standards and regulations. Therefore, the proposed project will not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. Any impacts are expected to be less than significant.
VII. GEOLOGY AND SOILS Would the project:
a) Directly or indirectly cause potential substantial adverse effects, including risk of loss, injury, or death involving:
a) The proposed telecommunications tower facility does not appear to conflict with the geology and soils of the subject parcel on which is to be situated. Construction and erection of the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment will be subjected to comply with the latest edition of the California Building Code ${ }^{14}$ as well as to go through a ministerial building permit review. Therefore, the proposed project would not directly or indirectly cause a potential substantial adverse effects, including risk of loss, injury, or death involving. Adherence and compliance to these standards and regulations would bring any impacts to less than significant.

1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?
2) According to the most recent Alquist-Priolo Earthquake Fault Zoning Mapp ${ }^{15}$, California Department of Conservation: Fail Activity Map ${ }^{16}$, United States Geological Survey's Quaternary Faults Map ${ }^{17}$, Imperial County General Plan Seismic
 Map ${ }^{18 \mathrm{e} " \text { the proposed project site is not located within known fault zone. Although the Brawley Seismic Zone is located }}$ approximately six (6) miles west of the proposed project site, Imperial County is classified as Seismic Zone D per Section 1613 et. seq. of the California Building Code ${ }^{14}$, which requires that any developments within this zone to incorporate the most stringent earthquake resistant measures. The proposed telecommunications tower project would be subject to the latest edition of the California Building Code as well as going through a ministerial building permit review. Adherence and compliance with these standards and regulations would bring any impacts to less than significant levels.
3) Strong Seismic ground shaking?
4) As previously stated on item (VII)(a)(1) above, the proposed project is located approximately six (6) miles away west of the Brawley Seismic Zone indicating seismic ground shaking could be expected. Adherence to the latest edition of the Califormia Building Code and as well as to go through a ministerial building permit review would bring any impacts to less than significant levels.
5) Seismic-related ground failure, including liquefaction and seiche/tsunami?

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

## VIII. GREENHOUSE GAS EMISSION Would the project:

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

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may have a significant impact on the environment. Additionally, as previously stated on item (III)(a) above, during the construction phase any earth-moving activities and diesel exhaust and volatile organic compound (VOC) emissions which are typically related to construction trucks and machinery are the pollutants that could possibly affect the nearest sensitive receptors and exposure would be temporary and would be lessened by adhering to Air Pollution Control District's and Division of Environmental Health rules and regulations. Adherence and compliance to APCD's and EHS' rules, regulations, and requirements would bring any impacts to less than significant.
b) Conflict with an applicable plan or policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?
b) The proposed project would not conflict with any regulations under AB 32 Global Warming Solutions Act of 2006, of reducing the emissions of greenhouse gases to 1990 levels by 2020 provided that the applicant adheres to APCD's and EHS' rules, regulations and requirements. Less than significant impacts are expected.

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

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
a) The proposed project is not expected to create a significant hazard to the public or the environment as it does not involve the handling of any hazardous materials. Per comment email received from the Imperial County Division of Environmental Health ${ }^{7}$ dated May 30, 2023, if the applicant intends to have generator(s) or storage equipment storing 1,320 gallons of petroleum-based products, applicant should contact EHS. If not, the Division of Environmental Health does not have any comments at this time. Adherence to EHS' requirements should bring any impacts to less than significant.
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?
b) As previously stated on section (IX)(a) above, the proposed project is not expected to create a significant hazard to the public nor environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment as no hazardous materials are anticipated as part of the project. Additionally, adherence to EHS' requirements should bring any impacts to less than significant.
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
c) The proposed project does not anticipate the emitting of hazardous emissions or the handling of hazardous or acutely hazardous materials, substance, or waste as previously stated on items (IX)(a) and (IX)(b) above. Additionally, the project site is not located within a $1 / 4$ mile of any schools. The nearest school in the vicinity is the Holtville High School, which is located approximately 7 miles southeast of the proposed project site; therefore, it would not represent a risk to educational facilities. No impacts are expected.
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?
d) The proposed project is not located on a site included on a list of hazardous materials sites according to California Department of Toxic Substances Control EnviroStor ${ }^{21}$. Additionally, per Imperial County General Plan's Seismic and Public Safety Element ${ }^{18}$, "Hazardous Material Sites Map ${ }^{18 d "}$ "-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 ${ }^{22}$. Additionally, on July 19, 2023, the Imperial County Airport Land Use Commission (ALUC) heard and evaluated the proposed self-supported lattice telecommunications tower with associated remote and unmanned equipment project and found it to be consistent with the 1996 Airport Land Use Compatibility Plan. A white daytime beacon and a red night beacon

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will be required for this proposed project. Compliance with Federal Aviation Administration (FAA) and ALUC standards, regulations, and recommendations would bring any impacts to less than significant.
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
f) The proposed project would not interfere with an adopted emergency response plan or emergency evacuation plan. The applicant would meet any requirements requested by the IC Fire/OES Department. Less than significant impacts are expected.
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?
g) According to Cal Fire "Fire Hazard Severity Zones Viewer, ${ }^{23 "}$ " the proposed project site is not located within a fire hazard severity zone and designated as Local Responsibility Area (LRA), therefore, the proposed project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildfires. Future facility expansions may be subjected to the inclusion of fire sprinklers and have either a private water or public source as pressurized hydrants for fire suppression. Compliance with Imperial County Fire Department (ICFD) standards would bring any impacts to less than significant.

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

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?
a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment and would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. Any impacts are expected to be less than significant.
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?
b) As previously stated on item $(\mathrm{X})($ a) above, the proposed telecommunications facility does not expect to substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. Any impacts are expected to be less than significant.
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:
c) The proposed project does not anticipate a physical alteration to the site that would substantially alter the existing drainage pattern of the site or area, including through the alteration of the course or a stream or river or through the addition of impervious surfaces. Additionally, per comment letter received from the Imperial Irrigation District ${ }^{13}$ dated August 2, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Furthermore, any proposed grading will require drainage review and approval from the Imperial County Public Works Department. Adherence to IID and ICDPW requirements would bring any impacts to less than significant.
(i) result in substantial erosion or siltation on- or off-site;
(i) According to Imperial County General Plan's Seismic and Public Safety Element ${ }^{18}$, "Erosion Activity Map ${ }^{18 c}$ "-Figure 3, the proposed project site is not located within an area of substantial soil erosion or siltation on- or off-site. Therefore, any impacts are expected to be less than significant.
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

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(ii) The proposed communications tower project is not expected to substantially increase the rate or amount of surface runoff in a manner which would result in flooding on-or offsite. Any proposed grading will require drainage reviews and approval with the Imperial County Department of Public Works. Additionally, as previously stated on section (X)(c)(i) above, per comment letter received from the Imperial Irrigation District ${ }^{13}$ dated August 2, 2023, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm-water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID. Compliance with Imperial County Department of Public Works and Imperial Irrigation District requirements would bring any impacts to less than significant.
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or;
(iii) The proposed project does not anticipate creating or contributing runoff water, which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. As previously stated on items $(\mathrm{X})(\mathrm{c})$ and $(\mathrm{X})(\mathrm{c})$ (ii) above, Any proposed grading or planned stormwater drainage systems will require drainage application, review, and approval from the Imperial County Public Works Department and Imperial Irrigation District. Compliance with Imperial County Public Works Department and Imperial Irrigation District standards and requirements would ensure that any runoff water impacts would be reduced to less than significant levels.

## (iv) impede or redirect flood flows?

(iv) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment and is not expected to impede or redirect flood flows. According to the Federal Emergency Management Agency (FEMA) Flood Map Service Center ${ }^{24}$, Flood Insurance Rate Map, the proposed project site is located within "Zone X" of flood map 06025C1400C, effective September 26, 2008. Additionally, a reviewed and approved grading/drainage letter is to be required by the Imperial County Department of Public Works. Therefore, compliance with ICDPW's standards would bring any impacts to less than significant.
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?
d) The proposed self-supported lattice telecommunications tower facility with associated remote and unmanned equipment project is not located within the proximity of a flood hazard, tsunami, or seiche zones; therefore, impacts related to risk release of pollutants due to project inundation are considered to be low. Additionally, as previously stated on item (X)(c)(iv) above, the proposed project site is located within "Zone X" of flood map 06025C1400C. Compliance with ICDPW's standards would contribute to lower any impacts to less than significant.
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?
e) The proposed project is not expected to conflict with or obstruct the implementation of a water quality control plan or sustainable groundwater management plan. As previously stated on item ( X )(c) above, the proposed project would require a grading letter approved by the Imperial County Public Works Department and adherence to Imperial Irrigation District requirements. Any impacts are expected to be less than significant.

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

a) Physically divide an established community?
a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment which would not physically divide an established community; therefore, it does not anticipate changing the existing land use designation and zoning established. No land use nor planning impacts are expected.
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

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

## XII. MINERAL RESOURCES Would the project:

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

## XIII. NOISE Would the project result in:

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower with associated remote and unmanned equipment. Temporary generation of noise would be expected during construction; however, such would not result in the generation of permanent noise beyond that which already occurs on the surrounding area. Such action would be subject to the Imperial County General Plan's Noise Element ${ }^{25}$ which states that construction equipment operation shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, and from 9 a.m. to 5 p.m. on Saturday. Additionally, construction noise from a single piece of equipment or combination, shall not exceed 75 dB Leq when averaged over an eight (8) hour period. Compliance with Imperial County General Plan's Noise Element would bring any impacts to less than significant.
b) Generation of excessive groundborne vibration or groundborne noise levels?
b) Ground vibration or groundbome noise may be expected during the telecommunications tower construction and erection; however, as previously stated on item (XIII)(a) above, any construction would be subject to Imperial County General Plan's Noise Element. Any impacts are expected to be less than significant.
c) For a project located within the vicinity of a private airstrip or an airport land use plan or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?
c) As previously stated on item (IX)(e) above, proposed project is not located within an airport land use plan or private airstrip according to the Imperial County Airport Land Use Compatibility Maps ${ }^{22}$. The nearest airports in the vicinity are the Brawley Municipal Airport located approximately 7 miles northwest, the Holtville Airport located approximately 8 miles southeast, and the Imperial County Airport located approximately 9 miles southwest from the proposed project site; therefore, exposure to periodic noise emissions during aircraft takeoff and landing operations are not expected. Any impacts are expected to be less than significant.
XIV. POPULATION AND HOUSING Would the project:
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and

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business) or indirectly (for example, through extension of roads or other infrastructure)?
a) The proposed construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment would not induce a substantial unplanned population growth in an area, either directly or indirectly, as no changes to the designated agricultural use on the parcel are proposed. Therefore, any impacts are expected to be less than significant.
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?
b) The proposed project would not displace substantial numbers of people necessitating the construction or replacement housing elsewhere as no changes to the existing designated agricultural use on the parcel were proposed. Any impacts are expected to be less than significant.

## XV. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:
a) The proposed telecommunications tower does not anticipate that such would result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios. Additionally, per comment letter received from the Imperial Irrigation District ${ }^{13}$ dated August 2, 2023, to ensure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. Any impacts would be less than significant. 1) Fire Protection?

1) The proposed project is not expected to result in substantial impacts on fire protection. Any future developments may be subject to fire sprinklers and to have either a private or a public source of water for fire suppression purposes such as pressurized hydrants. Compliance with ICFD requirements would bring any impacts to less than significant.

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

6) The proposed project is not expected to create a substantial impact on parks. No impacts are expected.
7) Other Public Facilities?
8) The proposed telecommunications tower is not expected to have a substantial impact on other public facilities; therefore, any impacts are expected to be less than significant.

## XVI. RECREATION

a) Would the project increase the use of the existing neighborhood and regional parks or other recreational

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facilities such that substantial physical deterioration of the facility would occur or be accelerated?
a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment. Subsequently, the proposed telecommunications tower would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. No impacts are expected.
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse effect on the environment?
b) The proposed telecommunications tower does not include nor requires the construction or expansion of recreational facilities which might have an adverse effect on the environment; therefore, no impacts are expected.
XVII. TRANSPORTATION Would the project:
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?
a) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote equipment. After construction, the proposed wireless telecommunications facility will be unmanned and will only require service technicians, in a pick-up or van sized vehicle, to visit the site approximately once a month. The proposed telecommunications tower is not expected to conflict with the Imperial County General Plan Circulation and Scenic Highway Element ${ }^{1}$ and/or any applicable plan, ordinance or policy related to it. Traffic impacts during construction and subsequent operations of the telecommunications facility are expected to be below the acceptable threshold by the County. Less than significant impacts are expected.
b) Would the project conflict or be inconsistent with the CEQA

Guidelines section 15064.3 , subdivision (b)?
b) Although the proposed project site is located less than one-half mile, approximately 100 feet from the intersection of East Keystone Road and State Route 115 (CA SR115), the proposed self-supported telecommunications tower does not appear to conflict or be inconsistent with the CEQA guidelines section 15064.3 (b). However, per comment letter received from the California Department of Transportation (Caltrans) ${ }^{26}$ dated June 14, 2023, due to the proximity of the proposed project site to State Route 115 (CA SR-115), an encroachment permit will be required for any work within the Caltrans' Right-Of-Way prior to construction. Adherence with Caltrans recommendations would bring any impacts to less than significant.
c) Substantially increases hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
c) The proposed project is for the construction and erection of a self-supported lattice telecommunications tower facility with associated remote and unmanned equipment located within an undeveloped parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed project's site is compatible with the Imperial County General Plan Land Use Designation and the site design is not expected to increase hazards. Therefore, less than significant impacts are expected.
d) Result in inadequate emergency access?
d) The proposed project would not result in inadequate emergency access. Additionally, no change on existing land use nor zoning are proposed. Access to the proposed project site from East Keystone Road appears to be suitable for emergency response vehicles. Less than significant impacts are expected.

## XVIII. TRIBAL CULTURAL RESOURCES

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

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that is:
a) According to the Imperial County General Plan's Conservation and Open Space Element ${ }^{8}$, Figure 6, the project site is not located within a "Known Area of Native American Cultural Sensitivity. 8 e " Additionally, on May 30, 2023, the County received an email from the Quechan Historic Preservation Officer stating they had no comments on this project ${ }^{12}$. Any impacts are expected to be less than significant.
(i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as define in Public Resources Code Section $5020.1(\mathrm{k})$, or
(i) According to the California Historic Resources ${ }^{27}$ in Imperial County, the proposed project site is not listed or seem to be eligible under the Public Resources Code Section 21074 or 5020.1 (k); therefore, any impacts are expected to be less than significant.
(ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth 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.
(ii) No significant resources listed as defined in the Public Resources Code Section 5024.1 are expected to be impacted by the proposed self-supported telecommunications tower with associated remote equipment. Any impacts are expected to be less than significant.
XIX. UTILITIES AND SERVICE SYSTEMS Would the project:
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?
a) The proposed self-supported lattice telecommunications tower with associated remote equipment does not require or would not result in the relocation or construction of a new expanded water, wastewater treatment or stormwater drainage, electric power, natural gas or telecommunications facilities, the construction of which could cause significant environmental effects. On August 2, 2023, ICPDS received a comment letter from the Imperial Irrigation District ${ }^{13}$ advising if the proposed communication tower would require electrical service, to contact them. Additionally, according to IID, to ensure that there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section. Moreover, any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape, and all water, sewer, storm water, or any other above ground or underground utilities, will require an encroachment agreement. Subsequently, the applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (irrigation, drainage, power, etc.). Furthermore, should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID maintenance permit is required before installation of a new crossing. Lastly, an IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains and receive drainage service from the district. Adherence to IID's recommendations and requirements would bring any impacts to less than significant.
b) Have sufficient water supplies available to serve the project from existing and reasonably foreseeable future development during normal, dry and multiple dry years?
b) The proposed project is for the construction and erection of a lattice telecommunications tower with associated remote equipment which does not anticipate the use of a water supply nor a change to the existing agricultural use on the parcel; therefore, any impacts are expected to be less than significant.
c) Result in a determination by the wastewater treatment

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provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
c) The proposed project does not anticipate any impacts to wastewater as it does not propose to generate any wastewaters; therefore, any impacts are expected to be less than significant.
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?
d) The proposed project does not anticipate an excess generation of solid waste. Less than significant impacts are expected.
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?
e) All proposed projects within the County shall contract with a licensed waste hauler for waste generated by the facility. Should any solid waste generation is to be proposed in a near future, the proposed telecommunications tower shall comply with federal, state, and local management and reduction statutes and regulations related to solid waste if any to be generated on a later time. Any impact are expected to be less than significant.

## XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project:
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?
a) As previously stated under item (IX)(f) - "Hazards and Hazardous Materials" above, the proposed telecommunications tower would not substantially impair an adopted emergency response plan or emergency evacuation plan. Additionally, according to Cal Fire "Fire Hazard Severity Zones Viewer, ${ }^{23}$ " the proposed project site is not located within a fire hazard severity zone and designated as Local Responsibility Area (LRA); therefore, impacts impairing an adopted emergency response plan or emergency evacuation plan are expected to be less than significant.
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 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 ${ }^{18}$, "Landslide Activity Map ${ }^{18 b "}$ "-Figure 2, the proposed project is not located within a landslide activity area. The topography within the proposed project site is generally flat. Development, proposed project design and subsequent construction will be subjected to compliance with the latest edition of the California Building Code as well as to go through a ministerial building permit review. Adherence and compliance to the California Building Code standards and regulations would bring any impacts to less than significant levels.

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Agency (2004) 116 Cal.App.4th at 1109; San Franoiscans Uphoding the Downtown Plan v. Ciy and County ofSan Francisco (2002) 102 Cal.App. 4 th 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.
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 selfsustaining 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?
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.)
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

## IV. PERSONS AND ORGANIZATIONS CONSULTED

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

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


## B. OTHER AGENCIES/ORGANIZATIONS

- Quechan Indian Tribe
- California Department of Transportation (Caltrans)
- Imperial Irigation District
- Imperial Valley Emergency Communications Authority (IVECA)
(Written or oral comments received on the checklist prior to circulation)


## V. REFERENCES

1. Imperial County General Plan: Circulation and Scenic Highway Element https://www.icpds.com/assets/planning/circulation-scenic-highway-element-2008.pdf
2. California State Scenic Highway System Map https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa
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/dirp/WilliamsonAct/App/index.html
5. Imperial County General Plan Land Use Map https://licpds.maps.arcgis.com/apps/webappviewerlindex.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=SGMADataViewertcurrentconditions
12. Quechan Indian Tribe comment email dated May 30, 2023
13. Imperial Irrigation District comment letter dated June 8, 2023
14. California Building Code 2022
15. California Geological Survey Hazard Program: Alquist-Priolo Fault Hazard Zones https://gis.data.ca.gov/maps/ee92a5f9f4ee4ec5aa731d3245ed9f53/explore?location=32.538703\%2C110.920388\%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.htm|?id=5a6038b3a1684561a9b0aadf88412fof
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.htmi?id=46f7796b2dfb4a6db5311d7892f0b411
23. Cal Fire: Fire Hazard Severity Zones (FHSZ) Viewer https://egis.fire.ca.gov/FHSZ
24. Federal Emergency Management Agency (FEMA) Flood Map Service Center: Flood Insurance Rate Map https://msc.fema.gov/portal/search?AddressQuery=851\ pitzer\ road\ heber\ ca\#searchresultsanchor
25. Imperial County General Plan: Noise Element https://www.icpds.com/assets/planning/noise-element-2015.pdf
26. California Department of Transportation (Caltrans) comment letter dated June 14, 2023
27. California Historic Resources: Imperial County https://lohp.parks.ca.gov/ListedResources/?view=county\&criteria=13
28. U.S. Fish and Wildlife: Recommended Best Practices for Communication Tower Design, Siting, Construction, Operation, Maintenance, and Decommissioning publication dated March 1, 2021 chrome-extension://efaidnbmnnnibpcaipcglclefindmkai/https://www.fws.gov/sites/default/files/documents/usfws-communication-tower-guidance.pdf
29. "County of Imperial General Plan EIR", prepared by Brian F. Mooney \& Associates in 1993; and as Amended by County in 1996, 1998, 2001, 2003, 2006 \& 2008, 2015, 2016.

## VI. NEGATIVE DECLARATION - County of Imperial

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

Project Name: Conditional Use Permit (CUP) \#23-0011 / Variance \#23-0006 / Initial Study \#23-0011

Project Applicant: CitySwitch

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

Description of Project: The applicant, CitySwitch, is proposing to construct a communications facility which consists of a 200 -foot self-supported lattice communication tower with a (10) ten-foot lightning rod, for a total height of 210 -foot tower on a $50^{\prime} \times 50^{\prime}$ leased, fenced area, within a parcel owned by the Union Pacific Railroad Company and within its railroad right-of-way. The proposed telecommunications tower will be erected, owned, and operated by CitySwitch. CitySwitch has the commitment with Union Pacific Railroad Company and AT\&T Mobility, a wireless services provider for this site. Additionally, the facility will be open for co-location to other wireless providers.

## VII. FINDINGS

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

N
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.


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.


## SECTION 4

VIII.

RESPONSE TO COMMENTS
(ATTACH DOCUMENTS, IF ANY, HERE)
IX.

MITIGATION MONITORING \& REPORTING PROGRAM (MMRP)
(ATTACH DOCUMENTS, IF ANY, HERE)

## COMMENT LETTERS

## Melina Rizo

| From: | Mario Salinas |
| :--- | :--- |
| Sent: | Tuesday, May 30, 2023 8:51 AM |
| To: | Melina Rizo; Donald Vargas; Jorge Perez |
| Cc: | Jim Minnick; Michael Abraham; Diana Robinson; Luis Valenzuela |
| Subject: | RE: CUP23-0011/N23-0006/IS23-0011 Requests for Comments |
|  |  |
| Follow Up Flag: | Follow up |
| Flag Status: | Flagged |

Good morning Ms. Rizo,

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

Thank you,

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


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

## Good Afternoon,

Please see attached Request for Comments packet for CUP23-0011/N23-0006/IS23-0011 APN 041-200-008 \{Vacant field off East Keystone and Highway 115\}

Comments are due by June 15 ${ }^{\text {th }}, 2023$ at 5:00PM.
In an effort to increase the efficiency at which information is distributed and reduce paper usage, the Request for Comments packet is being sent to you via this email.

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

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


```
From:
    Jill McCormick <historicpreservation@quechantribe.com>
Sent: Tuesday, May 30, 2023 4:00 PM
To: Melina Rizo
Cc:
    Luis Valenzuela
Subject:
    RE: [EXTERNAL]:CUP23-0011/N23-0006/IS23-0011 Requests for Comments
```

CAUTION: This email originated outside our organization; please use caution.
This email is to inform you that we do not wish to comment on this project.

## Thank you, <br> dt. gull drelounick, dr.d.

Quechan Indian Tribe
Historic Preservation Officer
P.O. Box 1899

Yuma, AZ 85366-1899
Office: 760-572-2423
Cell: 928-261-0254
E-mail: historicpreservation@quechantribe.com


# RECEIVED 

MAY 30 20:3
IMPERIAL COUNTY PLANNING \& DEVELOPMENT SERVICES

From: Melina Rizo [melinarizo@co.imperial.ca.us](mailto:melinarizo@co.imperial.ca.us)
Sent: Friday, May 26, 2023 2:59 PM
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 [dvargas@iid.com](mailto:dvargas@iid.com); 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); Gabby Emerson [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); Ryan Kelley [RyanKelley@co.imperial.ca.us](mailto:RyanKelley@co.imperial.ca.us); Ryan Kelley [rkelley@isco.org](mailto:rkelley@isco.org); Sandra Mendivil [SandraMendivil@co.imperial.ca.us](mailto:SandraMendivil@co.imperial.ca.us); Vanessa Ramirez [VanessaRamirez@co.imperial.ca.us](mailto:VanessaRamirez@co.imperial.ca.us); Jesus Ramirez [JesusRamirez@co.imperial.ca.us](mailto:JesusRamirez@co.imperial.ca.us); Jenell Guerrero [JenelIGuerrero@co.imperial.ca.us](mailto:JenelIGuerrero@co.imperial.ca.us); John Hawk [johnhawk@co.imperial.ca.us](mailto:johnhawk@co.imperial.ca.us); Rachel Garewal [RachelGarewal@co.imperial.ca.us](mailto:RachelGarewal@co.imperial.ca.us); Salvador Flores [SalvadorFlores@co.imperial.ca.us](mailto:SalvadorFlores@co.imperial.ca.us); Mark Schmidt

## COUNTY EXECUTIVE OFFICE

## Miguel Figueroa

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


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

May 31, 2023

MAY 312029<br>IMPERIAL COUNTY PLANNING \& DEVELOPMENT SERVICES

TO: Luis Valenzuela, Planning and Development Services Department
FROM: Rosa Lopez-Solis, Executive Office
SUBJECT: Comments - City Switch - CUP 23-0011

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

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

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

Jim Minnick
DIRECTOR

## Imperial County Planning \＆Development Services Planning／Building

JUN 122023

MAY 26， 2023

IMPERIIGLCOUNTY REQUEST FOR REVIEW AND COMMENTS

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 aras of interest，expertise，and／or jurisdiction．

To：County Agencies
区 County Executive Office－Rosa Lopez Miguel FigueroaPublle Works－Guillermo MandozalJohn Gay
XI．V．Emergency Communications Authority－ Mark Schmidt

XCaltrans，District 11 －Roger Sanchez
区 Fort Yuma－Quechen Indian Tribe－Jordan
D．Joaquin／H．Jill McCormick

## State Agencies／Other

Z IC Sheriff＇s Office－Robert
Eenavidez／Ryan Kelley
Q Board of Supervisors－John Hawk／
District \＃5
$\triangle A g$ ．Commissioner－Rachel Garowal／Margo Sanchez／Ana L Gomez／Jolene Dessert／Sandra Mendivll
区 Campo Band Of Mission Indians－
Marcus Cuero／Jonathan Mess

Cities／Other<br>区 APCD－Monlca Soucier／Balen Leon／Jesus Ramirez

区 IC Fire／OES Office－Andrew Loper
Sal Flores／Robert Malek
区 EHS－Jeff Lamoure／Mario Salinas！
Alphonso Andrade／Jorge PerezNanessa R Ramirez

County Airport－Jenail Guerrerro

From：Luis Valenzuela，Planner 1－（442）265－1736 or lusyalenzuglaseco imperial ca，is
Project ID：CUP 23－0011N23－0008／SS23－0011
Project Location：Vacant field off East Keystone and Highway 115 APN 041－200－008
Project Description：The applicant is submitting Conditional Use Permit and Variance application，proposing a 200＇self－support lattice
tower with a $10^{\prime}-0^{\prime \prime}$ L．lghting rod．
Applicants：Cltyswitch
Comments due by：June $15^{\text {th }} 2023$ at 5：00 PM

No comments
Name：Ara Gamer
Signature：
 Title：An Biologist

Date： $6 / a / 23$
Telephone No： 442 26S 1500 E－mail：




## California Department of Transportation

DISTRICT 1 I
4050 TA YLOR STREET, MS-240
SAN DIEGO, CA 92110
(619) 709-5 152 | $\operatorname{FAX}(619)$ 688-4299 TTY 711
www, dot.ca,gov

## RECEIVED

June 14, 2023

## JUN 142023

IIMPERIAL COUNTY
11-IMP-115
PM 17.102
PLANNING \& DEVELOPHENT SEPNGEF $23-0011 / \mathrm{V} 23-0006 /$ /S23-0011
CUP \#23-0011
Mr. Luis Valenzuela
Planner I
Imperial County Planning \& Development Services
801 Main Street
El Centro, CA 92243
Dear Mr. Valenzuela:
Thank you for including the California Department of Transportation (Caltrans) in the environmental review process for the Conditional Use Permit for the CUP23$0011 / V 230006 /$ SS23-0011 located near State Route 115 (SR-115). The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) Program reviews land use projects and plans to ensure consistency with our mission and state planning priorities.

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

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

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

Mr. Luis Valenzuela, Planner I
June 14, 2023
Page 2
between various modes of travel, with the goal of improving the experience of those who use the transportation system.

Caltrans has the following comments:

## Traffic Engineering and Analysis

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


## Hydrology and Drainage Studies

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


## Environmental

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

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

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

## Broadband

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

## Mitigation

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

## Right-of-Way

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

Mr. Luis Valenzuela, Planner I
June 14, 2023
Page 4

CitySwitch shall prepare and submit to Caltrans closure plans as part of the encroachment permit application. The plans shall require that closure or partial closure of SR-1 15 be limited to times as to create the least possible inconvenience to the traveling public and that signage be posted prior to the closure to alert drivers of the closure in accordance with Caltrans requirements. Traffic shall not be unreasonably delayed. The plan shall also outline suggested detours to use during the closures, traffic, including routes and signage.

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

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

Please see the following chapters in the Caltrans' manuals:

- Chapter 600 of the Encroachment Permits Manual for requirements regarding utilities and state R/W: hitps://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/chapter-6-ada-ally.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-ally.pdf
- Chapter 17 of the Project Development Procedures Manual https://dot.ca.gov/-/media/dot-media/programs/design/documents/pdpm-chapter17-ally.pdf.

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

Mr. Luis Valenzuela, Planner I
June 14, 2023
Page 5
If you have any questions or concerns, please contact Shannon Aston, LDR Coordinator, at (619) 992-0628 or by e-mail sent to shannon.aston@dot.ca.gov.

Sincerely,

## Kimberly Dodson for

MAURICE A. EATON
Branch Chief
Local Development Review

## Jlm Minnlek

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

JUN 152023<br>IMPERIAL COUNTY<br>PLANNMG\& DEVELOPMENT SERVICES

SUBJECT: Canditional Use Permit 23-0011 \& Variance 23-0006 - Cityswitch
Dear Mr. Minnick,

The Alr Pollution Control District (Air District) thanks you for the opportunity to review and comment on Condltional Use Permit (CUP) 23-0001 and Variance (V) 23-0006 (Project). The Project proposes the construction and operation of a new 200 -foot tall self-support lattice tower with a $\mathbf{1 0}$-foot lightning rod for a total tower height of 210 feet. The project is located off East Keystone Rd,, Brawley on Assessor's Parcel Number (APN) 041-200-008.

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

If the project ineludes a generator it may be subject to permitting requirements, generally generators greater than 50 -bhp require permits, The Alr 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 Alr Distrlet's rules and reguiations are available online at httos://apcd.imperialcountv,org/rules-and-regulations/. If you have any questions or concerns please call our office at (442) 265-1800.


Environmental Coordinator


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

## RECEIVED



JUN 152023
IMPERIAL COUNTY
PLANNING \& OEVELOPMENT SERVICES
RE; Comments on Project ID CUP \# 23-0011/V23-0006/IS23-0011

Dear Mr, Valenzuela:
Thank you very much for the opportunity to review and comment on CUP \# 23-0011/V23-0006/IS230011.

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

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

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

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


Mark Schmidt
Imperial Valley Emergency Communications Authority (IVECA) Emergency Communications Project Coordinator
markechmidtaco.imperial. cin, dis
Cell: 442-283-1688

From:
Sent:
To:
Cc:
Subject:

Guillermo Mendoza
Tuesday, July 25, 2023 9:53 AM
Laryssa Alvarado; dvargas@iid.com; John Gay
Michael Abraham; Gerardo Quero; Diana Robinson; Aimee Trujillo; John Robb; Kamika Mitchell; Kassandra Castaneda; Rosa Soto; Carlos Yee
RE: CUP23-0011/N23-0006//S23-0011

Good afternoon,
ICDPW has no comments for CUP 23-0011.
Thanks,

## Guillermo Mendoza

Permit Specialist
Imperial County
Department of Public Works
155 S. $11^{\text {th }}$ Street
(442) 265-1818


From: Laryssa Alvarado [laryssaalvarado@co.imperial.ca.us](mailto:laryssaalvarado@co.imperial.ca.us)
Sent: Tuesday, July 25, 2023 8:37 AM
To: dvargas@iid.com; Guillermo Mendoza [GuillermoMendoza@co.imperial.ca.us](mailto:GuillermoMendoza@co.imperial.ca.us); John Gay [JohnGay@co.imperial.ca.us](mailto:JohnGay@co.imperial.ca.us)
Cc: Michael Abraham [MichaelAbraham@co.imperial.ca.us](mailto:MichaelAbraham@co.imperial.ca.us); Gerardo Quero [gerardoquero@co.imperial.ca.us](mailto:gerardoquero@co.imperial.ca.us); Diana Robinson [DianaRobinson@co.imperial.ca.us](mailto:DianaRobinson@co.imperial.ca.us); Aimee Trujillo [aimeetrujillo@co.imperial.ca.us](mailto:aimeetrujillo@co.imperial.ca.us); John Robb [JohnRobb@co.imperial.ca.us](mailto:JohnRobb@co.imperial.ca.us); Kamika Mitchell [kamikamitchell@co.imperial.ca.us](mailto:kamikamitchell@co.imperial.ca.us); Kassandra Castaneda [kassandracastaneda@co.imperial.ca.us](mailto:kassandracastaneda@co.imperial.ca.us); Laryssa Alvarado [laryssaalvarado@co.imperial.ca.us](mailto:laryssaalvarado@co.imperial.ca.us); Rosa Soto [RosaSoto@co.imperial.ca.us](mailto:RosaSoto@co.imperial.ca.us)
Subject: CUP23-0011/V23-0006/IS23-0011
Good morning,
Please see attached Request for Comments packet for CUP23-0011/N23-0006/IS23-0011 APN 041-200-008 \{Vacant field off East Keystone and Highway 115\}

Comments are due by June $15^{\text {th }}, 2023$ at 5:00PM.
In an effort to increase the efficiency at which information is distributed and reduce paper usage, the Request for Comments packet is being sent to you via this email.

August 2, 2023

Mr. Luis Valenzuela
Planner I
Planning \& Development Services Department
County of Imperial
801 Main Street
El Centro, CA 92243
SUBJECT: CitySwitch Telecom Tower Project CUP23-0011/V23-0006/IS23-0011
Dear Mr. Valenzuela:
On July 25, 2023, the Imperial Irrigation District received from the Imperial County Planning \& Development Services Department, a request for agency comments on the telecom tower project near Keystone Road; Conditional Use Permit No. 23-0011, Variance No. 23-0006, Initial Study No. 23-0011. The applicant proposes to install a 200 ft . monopole tower with a 10 ft . lightning rod at a 50 ft . by 50 ft . site located on the southeast corner of the East Keystone Road and Highway 115 intersection, Brawley, CA (APN 041-200-008).

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

1. If the proposed communication tower requires electrical service, the applicant should be advised to contact Gabriel Ramirez, IID project development service planner, at (760) 3399257 or e-mail Mr. Ramirez at gramirez@iid.com to initiate the customer service application process. In addition to submitting a formal application (available for download at the district website http://www.iid.com/home/showdocument?id=12923), the applicant will be required to submit an AutoCAD file of site plan, approved electrical plans, electrical panel size and panel location, operating voltage, electrical loads, project schedule, and the applicable fees, permits, easements and environmental compliance documentation pertaining to the provision of electrical service to the project. The applicant shall be responsible for all costs and mitigation measures related to providing electrical service to the project.
2. Electrical capacity is limited in the project area. A circuit study may be required. Any system improvements or mitigation identified in the circuit study to enable the provision of electrical service to the project shall be the financial responsibility of the applicant.
3. Applicant shall provide a surveyed legal description and an associated exhibit certified by a licensed surveyor for all rights of way deemed by IID as necessary to accommodate the project electrical infrastructure. Rights-of-Way and easements shall be in a form acceptable to and at no cost to IID for installation, operation, and maintenance of all electrical facilities.
4. IID water facilities impacted include Orient Drain.
5. To insure there are no impacts to IID water facilities, the project's plans are to be submitted to IID Water Department Engineering Services Section for review prior to final project design. IID WDES Section can be contacted at (760) 339-9265 for additional information.
6. Any construction or operation on IID property or within its existing and proposed right of way or easements including but not limited to: surface improvements such as proposed new streets, driveways, parking lots, landscape; and all water, sewer, storm water, or any other above ground or underground utilities; will require an encroachment permit, or encroachment agreement (depending on the circumstances). A copy of the IID encroachment permit application and instructions for its completion are available at https://www.iid.com/about-iid/department-directory/real-estate. The IID Real Estate Section should be contacted at (760) 339-9239 for additional information regarding encroachment permits or agreements. No foundations or buildings will be allowed within IID's right of way.
7. The applicant may not use IID's canal or drain banks to access the project site. Any abandonment of easements or facilities will be approved by IID based on systems (Irrigation, Drainage, Power, etc.) needs.
8. Should the applicant need a new farm entrance across the Orient Drain from Keystone Road, the applicant will be required to pay for materials and installation. An IID encroachment permit is required before installation of a new crossing. Construction and maintenance will be in accordance with IID's specifications and at the applicant's expense.
9. An IID encroachment permit is required to utilize existing surface-water drainpipe connections to drains, and receive drainage service from the district. Surface-water drainpipe connections are to be modified in accordance with IID Water Department Standards. A construction storm-water permit from the California Regional Water Quality Control Board is required before commencing construction. An industrial storm water permit from CRWQCB is required for operation of the proposed facility. The project's Storm Water Pollution Prevention Plan and storm-water permit from CRWQCB are to be submitted to IID.
10. In addition to IID's recorded easements, IID claims, at a minimum, a prescriptive right of way to the toe of slope of all existing canals and drains. Where space is limited and depending upon the specifics of adjacent modifications, the IID may claim additional secondary easements/prescriptive rights of ways to ensure operation and maintenance of IID's facilities can be maintained and are not impacted and if impacted mitigated. Thus, IID should be consulted prior to the installation of any facilities adjacent to IID's facilities. Certain conditions may be placed on adjacent facilities to mitigate or avoid impacts to IID's facilities.
11. Any new, relocated, modified or reconstructed IID facilities required for and by the project (which can include but is not limited to electrical utility substations, electrical transmission and distribution lines, water deliveries, canals, drains, etc.) need to be included as part of the project's California Environmental Quality Act (CEQA) and/or Nand mitigation. Failure Policy Act (NEPA) documentation, environmental impact analysis and mitigation. Failure

Luis Valenzuela
August 2, 2023
Page 3
to do so will result in postponement of any construction and/or modification of IID facilities until such time as the environmental documentation is amended and environmental impacts are fully analyzed. Any and all mitigation necessary as a result of the construction, relocation and/or upgrade of IID facilities is the responsibility of the project proponent.

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


Compliance Administrator II

From:
Sent:
To:
Subject:

Jill McCormick [historicpreservation@quechantribe.com](mailto:historicpreservation@quechantribe.com)
Wednesday, 2 August, 2023 10:30 AM
Aimee Trujillo; Gerardo Quero
RE: [EXTERNAL]:CUP23-0011/IS23-011/N23-0006 AB52 Letter

CAUTION: This email originated outside our organization; please use caution.
This email is to inform you that we do not wish to comment on this project.
H. Jill McCormick M.A.

Ft. Yuma Quechan Indian Tribe
P.O. Box 1899

Yuma, AZ 85366-1899
Office: 760-572-2423
Cell: 928-261-0254


From: Aimee Trujillo [aimeetrujillo@co.imperial.ca.us](mailto:aimeetrujillo@co.imperial.ca.us)
Sent: Wednesday, August 02, 2023 10:21 AM Cc: Jim Minnick [JimMinnick@co.imperial.ca.us](mailto:JimMinnick@co.imperial.ca.us); Michael Abraham [MichaelAbraham@co.imperial.ca.us](mailto:MichaelAbraham@co.imperial.ca.us); Diana Robinson [DianaRobinson@co.imperial.ca.us](mailto:DianaRobinson@co.imperial.ca.us); Gerardo Quero [gerardoquero@co.imperial.ca.us](mailto:gerardoquero@co.imperial.ca.us); Aimee Trujillo [aimeetrujillo@co.imperial.ca.us](mailto:aimeetrujillo@co.imperial.ca.us); John Robb [JohnRobb@co.imperial.ca.us](mailto:JohnRobb@co.imperial.ca.us); Kamika Mitchell [kamikamitchell@co.imperial.ca.us](mailto:kamikamitchell@co.imperial.ca.us); Kassandra Castaneda [kassandracastaneda@co.imperial.ca.us](mailto:kassandracastaneda@co.imperial.ca.us); Laryssa Alvarado [laryssaalvarado@co.imperial.ca.us](mailto:laryssaalvarado@co.imperial.ca.us); Rosa Soto [RosaSoto@co.imperial.ca.us](mailto:RosaSoto@co.imperial.ca.us)
Subject: [EXTERNAL]:CUP23-0011/IS23-011/V23-0006 AB52 Letter
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Should you have any questions, please feel free to contact Gerardo Quero at (442) 265-1736, or by email at
Good morning,
Attached hereto please find the AB52 letter for CUP23-0011/IS23-011/V23-0006 (APN 041-200-008)

Should you have any questions, please fEC ORIGINALPKG

## APPLICATION

## CONDITIONAL USE PERMIT <br> 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－



PLEASE PROVIDE CLEAR \＆CONCISE INFORMATION（ATTACH SEPARATE SHEET IF NEEDED）
10．DESCRIBE PROPOSED USE OF PROPERTY（list and describe in detail）Proposed $200^{\prime}$ self－support lattice tower with a $10^{\prime}-0^{\prime \prime}$ lightning rod for a total height of $210^{\prime}-0^{\prime \prime}$ to be located within a $50^{\circ}-0^{\prime \prime} \times 50^{\prime}$ lease parcel．

11．DESCRIBE CURRENT USE OF PROPERTY
12．DESCRIBE PROPOSED SEWER SYSTEM
13．DESCRIBE PROPOSED WATER SYSTEM


15．IS PROPOSED USE A BUSINESS？ No permanent employees
ERECTION SYSTEM

15．IS $\begin{aligned} & \text { Q Yes } \square \text { No }\end{aligned}$
1／WE THE LEGAL OWNER（S）OF THE ABOVE PROPERTY CERTIFY THAT THE INFORMATION SHOWN OR STATED HEREIN IS TRUE AND CORRECT．

（ga lur
APPLICATION RECEIVED BY：
APPLICATION DEEMED COMPLETE BY： APPLICATION REJECTED BY：
TENTATIVE HEARING BY：
FINAL ACTION：
$\qquad$ APPROVED
$\qquad$
DATE
$\square$ $\underline{\square}$
$\qquad$
DATE DATE DATE DATE REQUIRED SUPPORT DOCUMENTS

A．SITE PLAN
B．FEE
C．OTHER
D．OTHER
 REVIEW／APPROVAL BY OTHER DEPT＇S required．
－PW．
D EMS
－A．P．C．D
口 O．E．S．
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## SITE PLAN REQUIREMENTS

## PLAN MUST:

a. Be drawn to scale upon substantial paper, $11^{\prime \prime} \times 14^{\prime \prime}$ (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.

| 1. PROPERTY OWNER'S NAME CitySwitch (Lessee) | EMAIL ADDRESS info@cityswitch.com |  |
| :---: | :---: | :---: |
| 2. MAILING ADDRESS (Street/P O Box, City, Slate) 1900 Century Place NE, Suite 320, Atlanta, GA | $\begin{gathered} \hline \text { ZIP CODE } \\ 30345 \\ \hline \end{gathered}$ | PHONE NUMBER 404-857-0858 |
| 3. ENGINEERS NAME CA. LICENSE NO. <br> Westchester Services, LLC - Glen L. Hunt III  | EMAIL ADDRESS ohunt@westchesterservices.com |  |
| 4. MAILING ADDRESS (Street/P O Box, City, State) 3740 W. Jasper Drive, Chandler, AZ | $\begin{gathered} \hline \text { ZIP CODE } \\ 85226 \\ \hline \end{gathered}$ | PHONE NUMBER <br> $602-403-8614$ |
| 5. ASSESSOR'S PARCEL NO. <br> 041-200-008 |  | ZONING (existing) A-2 |
| 6. PROPERTY (site) ADDRESS <br> Vacant field off East Keyston Road, Brawley. CA 92227 |  | SIZE OF PROPERTY (in acres or square foot) Railroad right-of-way |
| 7. GENERAL LOCATION (i.e. city, town, cross street) <br> Southeast of the intersection of East Keystone and Highway 115 |  |  |
| 8. LEGAL DESCRIPTION See attached lease agreement |  |  |

8. DESCRIBE VARIANCE REQUESTED (i.e. side yard set-back reduction, etc.) Maximum allowable height in the A-2 district for a communications tower is $120^{\prime}$.
9. DESCRIBE REASON FOR, OR WHY VARIANCE IS NECESSARY:
$\qquad$
10. DESCRIBE THE ADJACENT PROPERTY

| East | vacant parcel |
| :--- | :--- |
| West | vacant parcel |
| North | vacant parcel |
| South | vacent parcel |
|  |  |

## RERUIVED SUPPORT DOCUNENTS

A. SITE PLAN
B. FEE
C. OTHER
D. OTHER $\qquad$


## SITE PLAN REQUIREMENTS

## PLAN MUST:

a. be drawn to scale upon substantial paper, $11^{\prime \prime} \times 14^{\prime \prime}$ (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.

# RECEIVED 

APR 12203

## ShermandiHowardue

IMPERRIAL COUNTY
PLANNING \& DEVEE:OBMENT SERVICES


# APPLICATION FOR CONDITIONAL USE PERMIT AND HEIGHT VARIANCE APPROVAL FOR 

## THE PROPOSED COMMUNICATION FACILITY AT

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

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

## Table of Contents

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

## Letter of Application

April 3, 2023

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

APR 12293<br>IMPRERIAL COUNTY<br>PLANNING \& DEVELGFMENT SERVICES

## RE: Proposed CitySwitch Communications Facility - Brawley CACOO9 <br> AT\&T Site - 10148059 <br> Near East Keystone Road <br> APN 041-200-008 <br> Brawley, CA 92227

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

This proposed Communications Facility is being constructed pursuant to Sections 92402.01 and 92405.01 of the Imperial County Land Use Code (the "Code"). The proposed facility will consist of a $200^{\prime}-0^{\prime \prime}$ tall self-support lattice tower with a $10^{\prime}-0^{\prime \prime}$ lightning rod for a total height of $210^{\prime}-0^{\prime \prime}$ to be located within a $50^{\prime}-0^{\prime \prime} \times 50^{\prime}-0^{\prime \prime}$ lease parcel. The proposed tower will be erected, owned, and operated by CitySwitch. CitySwitch has a commitment with Union Pacific and AT\&T Mobility, a wireless services provider, for this site. Additionally, the facility will be open for co-location to other wireless providers.

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

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

Sincerely,


Michael Bieniek, AICP
Zoning Director
AvisulFwke

Allison R. Burke
Associate

## Application Materials

## Site Data Sheet

| Applicant: | CitySwitch |
| :---: | :---: |
|  | 1900 Century Place NE |
|  | Suite 320 |
|  | Atlanta, GA 30345 |
| Authorized Agent: | Michael Bieniek, AICP |
|  | LCC Telecom Services |
|  | 10700 Higgins Road |
|  | Suite 240 |
|  | Rosemont, IL 60018 |
|  | Allison R. Burke |
|  | Sherman \& Howard, LLC |
|  | 675 Fifteenth Street |
|  | Suite 2300 |
|  | Denver, CO 80202 |
| Tower Owner: | CitySwitch |
|  | 1900 Century Place NE |
|  | Suite 320 |
|  | Atlanta, GA 30345 |
| Applicant's Interest in the Property: | Leasehold |
| Property Owner: | Union Pacific Railroad |
|  | 1400 Douglas Street |
|  | Omaha, NE 68179 |
| Address of Property: | Near East Keystone Road |
|  | Brawley, CA 92227 |
| Parcel Number: | APN: 041-200-008 |
| Request: | Application for a Conditional Use Permit, Height Variance and any other approvals or permits necessary to erect a $200^{\prime}-0^{\prime \prime}$ self-support lattice tower with a $10^{\prime}-0^{\prime \prime}$ lightning rod for a total height of 210'-0" and telecommunications equipment to be located within a $50^{\prime}-0^{\prime \prime} \times 50^{\prime}-0^{\prime \prime}$ ground area. |

Right-of-Way Title

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

REPORT OF TITLE
Document Research and Retrieval
U.S. Title Solutions File No. UST71006

Reference No. Brawley
Site Name: Brawley
Prepared For: LCC Telecom Services, LLC -
Premises: TBD, Brawley, CA 92227
Parcel: 056-470-002
County: Imperial

## REPORT POWERED BY LAND-ITTM

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 <br> File No. UST71006 Reference No. Brawley <br> REPORT OF TITLE <br> SCHEDULE - I 

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

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

Southern Pacific Company
5. SOURCE OF TITLE :

Property card made by Property Card, in Instrument No: Property Detail Report.
Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).
For reference only, Instrument No: SBE Map, attached has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3 1871" which under this act, is believed to have authorized the Southern Pacific Railroad Company of Califomia to construct a certain line of railroad and granted certain lands.
6. PROPERTY IS IDENTIFIED AS FOLLOWS :

Parcel ID : 056-470-002
Tax Year: 2021
Status: Exempt
7. THE LAND REFERRED TO IN THIS REPORT IS SET FORTH ON SCHEDULE - II ATTACHED HERETO

## U.S. TITLE SOLUTIONS

File No. UST71006 Reference No. Brawley
REPORT OF TITLE SCHEDULE - II

## (LEGAL DESCRIPTION)

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

# U.S. TITLE SOLUTIONS File No. UST71006 Reference No. Brawley <br> REPORT OF TITLE SCHEDULE - III 

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

1. MORTGAGES, DEEDS OF TRUST AND UCCs

None found within period searched.

## 2. JUDGMENTS AND LIENS

None found within period searched.
3. COVENANTS AND RESTRICTIONS

None found within period searched.

## 4. EASEMENTS AND RIGHTS OF WAY

None found within period searched.
5. OTHER RECORDED DOCUMENTS
5.1 Parcel Map No. M-891 Recorded July 18, 1977, in Book 3, Page 72.
5.2 Certificate of Merger between Southern Pacific Company and Southern Pacific Transportation Company, Dated December 02, 1969, Recorded December 09, 1969, in Book 1286. Page 821.
5.3 Township No. 16 South, Range No. 21 East, San Bernardino Meridian, California Recorded November 07, 1934, in Instrument No: 1933 Government Survey.
5.4 Parcel Map No. M-1964 in Book 8. Page 31.

Notes: For reference - shows portion of subject property as "not a part".
6. OTHER UNRECORDED DOCUMENTS
6.1 Assessor's Map

## U.S. TITLE SOLUTIONS

File No. UST71006 Reference No. Brawley

## REPORT OF TITLE

 SCHEDULE - V
## (OWNERSHIP HISTORY)

1. Property card made by Property Card to Southern Pacific Company, in Instrument No: Property Detail Report.

Notes: Searcher advised no vesting deed or patent could be found of record for subject property or grantee. The Imperial County Assessor's Office found old SBE maps that shows the Southern Pacific Railroad being in Section 21 Township 16S Range 21E using the corresponding SBE numbers (872-13-9-3).
For reference only, Instrument No: SBE Map, attached has the U.S. Government as Grantor and Southern Pacific R.R. Co. as Grantee. Under the remarks, it states "Acquired for station grounds under section 8 of the Act of Congress of Mar. 3 1871" which under this act, is believed to have authorized the Southern Pacific Railroad Company of California to construct a certain line of railroad and granted certain lands.

## Property Detail Report

CA
APN: 056-470-002-000
Imperial County Data as of: 12/29/2021
Owner Information

| Owner Name: | Southern Pacific Co |
| :--- | :--- |
| Vesting: | Corporation |

Mailing Address: Occupancy: Unknown
Location Information

| Legal Description: | Por Sbe 872-13-9-3 Of Sec $2116-21$ |  |
| :--- | :--- | :--- |
| APN: | $056-470-002-000$ | Alternate APN: |
| Munic / Twnshp: |  | Twnshp-Rng-Sec: |
| Subdivision: |  | Tract \#: |
| Neighborhood: |  | School District: |
| Elementary School: | San Pasqual Valley... | Middle School: |
| Latitude: | 32.75386 | Longitude: |


|  | County: | Census Tract / Block: |
| :--- | :--- | :--- |
|  | Legal Lot / Block: |  |
|  | Legal Book / Page: |  |

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:
Buyer Name:
Last Market Sale
Sale / Rec Date:
Multi / Split Sale:
1st Mtg Amt / Type:
2nd Mtg Amt / Type:
Seller Name:
Lender:
Prior Sale Information

| Sale / Rec Date: | Sale Price / Type: |
| :--- | :--- |
| 1st Mtg Amt / Type: | lst Mtg Rate / Type |

/ Type
Prior Lender:
Property Characteristics

| Gross Living Area: |  | Total Rooms: | 0 | Year Built / Eff: |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Living Area: |  | Bedrooms: |  | Stories: |  |
| Total Adj. Area: |  | Baths ( $\mathrm{F} / \mathrm{H}$ ): |  | Parking Type: |  |
| Above Grade: |  | Pool: |  | Garage \#: |  |
| Basement Area: |  | Fireplace: |  | Garage Area; |  |
| Style: |  | Cooling: |  | Porch Type: |  |
| Foundation: |  | Heating: |  | Patio Type: |  |
| Quality: |  | Exterior Wail: |  | Roof Type: |  |
| Condition: |  | Construction Type: |  | Roof Material: |  |
| Site Information |  |  |  |  |  |
| Land Use: | Public School | Lot Area: | 1,165,230 Sq. Ft. | Zoning: |  |
| State Use: |  | Lot Width / Depth: |  | \# of Buildings: |  |
| County Use: | 604 - Schools | Usable Lot: |  | Res / Cornm Units: |  |
| Site Influence: |  | Acres: | 26.75 | Water / Sewer Type: |  |
| Flood Zone Code: | A | Flood Map \#: | 06025C1875C | Flood Map Date: | 09/26/2008 |
| Community Name: | Fort Yuma Indian Reservation | Flood Panel \#: | 1875C | Inside SFHA: | True |
| Tax Information |  |  |  |  |  |
| Assessed Year: | 2021 | Assessed Value: |  | Market Total Value: |  |
| Tax Year: |  | Land Value: |  | Market Land Value: |  |
| Tax Area: | 94-002 | Improvement Value: |  | Market Impru Value: |  |
| Property Tax: |  | Improved \%: |  | Market Imprv \%: |  |
| Exemption: |  | Delinquent Year: |  |  |  |

Sale Price / Type:
Price / Sq. Ft.:
1st Mtg Rate / Type:
2nd Mtg Rate / Type:
lst Mtg Rate / Type:

Delinquent Year:

Transfer Doc \#:
Deed Type:

Deed Type:
New Construction:
1st Mtg Doc \#: N/A
Sale Doc \#:
N/A

Title Company:

Prior Deed Type:
Prior Sale Doc \#: N/A

Year Built / Eff:
Stories:
Parking Type:
Garage \#:
Porch Type:
Patio Type:
Roof Type:
Roof Material:

Maret Total Value:
Market Land Value:

Market Imprv \%:

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

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 DEPARTMENT OF THE INTEPRORCSMRNL LIND OFFCCE



## Narrative Overview

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

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

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

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

In accordance with Sections 92404.0192405 .01 of the Code, CitySwitch is submitting this Applícation to install a new Communications Facility. The proposed new communications facility will consist of a $200^{\prime}-0^{\prime \prime}$ tall self-support lattice tower with a $10^{\prime}-0^{\prime \prime}$ lightning rod for a total height of $210^{\prime}-0^{\prime \prime}$ to be located within a $50^{\prime}-0^{\prime \prime} \times 50^{\prime}-0^{\prime \prime}$ ground area.

After the initial construction, the facility is unstaffed and will only require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. Access will be provided via an easement with the proposed access entry point off East Keystone Road. The only utilities required to service the facility are power and fiber. The site is entirely selfmonitored 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 comly with the FCC's RF emission standards.. Any height, lighting or marking issues are also subject to the exclusive jurisdiction of the FAA, and the proposed facility will comply with the FAA's requirements for height, lighting, and marking.

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

## Compliance with Section 92404.01 - General Requirements for Communications Facilities

All new, altered and re-permitted communication facilities in unincorporated areas of Imperial County, with the exception of those exempted under Section 92401.03 , shall meet the following general requirements, regardless of the zone in which they are located:
A. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

Telecommunications towers, along with related equipment are allowed with CUP approval in the A-2 General Agriculture zone pursuant to Section 9051902(d) of the ordinance.
B. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section 92401.03 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in Title 9.

The proposed wireless communications facility is not exempt under Section 92401.03, therefore CitySwitch has applied for a CUP, and will follow the CUP process as provided for in Title 9.
C. Building Permit Required. All communication facilities shall require a building permit issued by the county of Imperial.

If and when the CUP has been approved, CitySwitch will apply for the necessary building permits through Imperial County.
D. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

Due to the diminutive size of the parcel and the tower's location in a vacant field, there will be little impact on the surrounding environment.
E. Height. All communication facilities shall conform to the following height requirements:

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

The proposed self-support lattice tower is designed to be $\mathbf{2 0 0}{ }^{\prime}-\mathbf{0}^{\prime \prime}$ with a $10^{\prime}$ lightning rod for a total height of $\mathbf{2 1 0} \mathbf{0}^{\prime}-\mathbf{0}^{\prime \prime}$. The proposed height is the minimum functional height for Union Pacific and AT\&T to provide the necessary coverage for the area. A height variance has been requested as part of this application. See Site Plans
2. All communication facilities constructed within three-quarters mile of a scenic corridor (as designated by the Imperial County General Plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.
According to the General Plan, the area is designated as Recreation/Open Space, there is no designation of a scenic corridor in the vicinity. Therefore, this section does not apply.
3. Outside of the three-quarter-mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty (120) feet. A bonus of twenty (20) additional feet per facility, up to a maximum height of three hundred (300) feet, is permissible for operators co-locating on a single facility.
The proposed tower height is $200^{\prime}-0^{\prime \prime}$ and a height variance has been requested as part of this application.
4. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve (12) feet taller than the roof of the building on which it is mounted, unless facility is fully screened and height does not exceed height permitted by applicable zoning code.

The application is for a new communications tower facility and not a rooftop facility Therefore, this section does not apply.
5. If an operator wishes to apply for an exception to these height limitations, then the facility shall be subject to the provisions at Title 9 relating to conditional use permits and variances hearing processes.

The proposed tower height is $200^{\prime}-0^{\prime \prime}$ and a height variance has been applied for as part of this application.
F. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements.

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

No screening is proposed with this application. The proposed tower site is within the railroad right-of-way in the desert with no residential structures in the area.
2. The projection of structure-mounted antennas from the face of the structure to which they are attached shall be minimized.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure Therefore, this section does not apply.
3. Roof-mounted antennas shall be set back from the edge of the roof a distance greater than or equal to the height of the antenna, except when the antennas are fully screened. For roofmounted antennas, a screening structure that is architecturally compatible with the building on which it is mounted may also be required as a condition of approval. Antenna panels mounted flush on the outside of the parapet wall of an existing building and painted to match the exterior of the building may be allowed.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure Therefore, this section does not apply.
G. Radio Frequency Exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communications facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the county.

All spectrum used by both railroad users and wireless providers are solely regulated by the FCC which includes the power densities, therefore, no signals will exceed the current FCC adopted standards for human exposure.
H. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

All cabling is proposed to run along the legs of the tower and will be in accordance with the NEC guidelines. In the event that any future cabling needs to be on the exterior of the tower, a cable tray painted to match the tower will be used.
I. Painting and Lighting. All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone color. All towers shall be lit with approved lighting as required by the FAA and the Airport Land Use Commissions Standards.

The proposed tower is going to be galvanized metal which is a non-reflective material. The proposed tower is going to be $200^{\prime}-\mathbf{0 1}^{\prime \prime}$ with a $10^{\prime}-\mathbf{0}^{\prime \prime}$ lightning rod for a total height of $\mathbf{2 1 0} 0^{\prime} \mathbf{0}^{\prime \prime}$ which is above the $\mathbf{2 0 0}$ ' threshold requiring lighting per the FAA. Therefore, lighting will be required.
J. Noise. All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred (100) feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty ( 50 ) Ldn at the facility site's property lines.

The proposed wireless communications facility does not generate significant noise. The proposed facility will not initially have a back-up generator, therefore there will be no noise generated at the site. There are no residential zone parcels within one hundred (100) feet of the proposed facility. Therefore no noise attenuation measures will be necessary.
K. Accessory Structures. Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

The proposed facility will be in compliance with all local, state and federal guidelines, therefore the zero setback will be applicable. Additionally, the equipment will be architecturally compatible with the rest of the communications facility and surrounding area.
L. Roads and Parking. Communication facilities shall be served by the minimum roads and parking areas necessary and shall use existing roads and parking areas whenever possible.

A 12' wide gravel access road is proposed to run parallel to the train tracks in the Union Pacific right-of-way. The access road will connect to East Keystone Road.
M. Provisions for Future Co-location. All commercial communication facilities shall be encouraged to promote future facility and site sharing. Technical evidence will be provided as to the infeasibility either technical and/or economic, of co-location or grouping prior to the issuance of a new use permit for a facility that would not be considered to be co-located or grouped under this ordinance.

There is an existing tower owned by SBA Structures, LLC which is located approximately 0.18 miles north of the proposed tower site. AT\&T is currently colocated 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 $\mathbf{1 8 0}$ days as a condition of the Conditional Use approval.
O. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

The proposed wireless communications facility is an accessory use on the property to the principal use of the railroad. As stated above, this will not preclude the installation of antennas on within the right-of-way.
P. Lot Size. For purposes of determining whether the installation of a facility complies with county development regulations, including, but not limited to, setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

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

## See attached Coverage Plots.

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

The proposed tower will maintain a galvanized steel finish so as to reduce visual obstructiveness.
b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

The proposed support equipment will consist of galvanized metal equipment cabinets that are similar to gym lockers. The materials will match the tower and fit in with the natural surroundings.
c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is
identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

The proposed wireless communications facility is a new tower, not a co-location on an existing structure, therefore this provision does not apply.
S. Lighting. Towers shall not artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and community.

The proposed tower is going to be $200^{\prime}-0^{\prime \prime}$ with a $10^{\prime}-0^{\prime \prime}$ lightning rod for a total height of $210^{\prime}-0^{\prime \prime}$ which is not below the 200' threshold requiring lighting per the FAA, therefore lighting will be required.
T. State or Federal Requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this ordinance shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

The proposed tower will meet and / or exceed all FAA, FCC and any other agencies of the State of California or federal government with authority to regulate towers and antennas. In the event of a change in regulations, CitySwitch and the providers colocated on the tower will make their equipment compliant.
U. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the county concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

CitySwitch will be compliant with all Electronic Industries Association along with any local, state or federal guidelines relating to the construction and maintenance of the communications facility.
V. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the county of Imperial according to the provisions of Title 9 for the respective base zone.

Noted, the setbacks are shown on the drawings and the separation distance has been calculated based on the coordinates of the existing tower and the coordinates for the SBA tower shown on the FCC ASR Search website.
W. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this ordinance and shall not be regulated or permitted as essential services, public utilities or private utilities.

CitySwitch, Union Pacific, and AT\&T Mobility are private corporations and are not essential service providers.
X. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in Imperial County have been obtained and shall file a copy of all required franchises with the planning director.

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

CitySwitch will comply with any notice obligations for the CUP process, to the extent the public notice is not required by Imperial County.
Z. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

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

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

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

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

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

## Compliance with Section 92405.01 - Wireless Communications Permitting Requirements

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

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

The proposed wireless communications is located within the Union Pacific right-of-way and does not qualify for a CUP before the Planning Director.
2. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as, the following additional findings:
a. The facility complies with all applicable Section 92401.04.

The application includes all items required in Section 92401.04 and complies with all requirements in said section.
a. Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.
b. Locating antennas or existing structures or towers consistent with the terms of subsections (1) and (2) below.
(1) Antennas on existing structures. Any antenna, which is not attached to a tower, may be approved by the planning director as an accessory use to any commercial, industrial, professional, institutional, or multi-family structure of eight or more dwelling units, provided:
(a) The antenna does not extend more than thirty (30) feet above the highest point of the structure;
(b) The antenna complies with all applicable FCC and FAA regulations;
(c) The antenna complies with all applicable building codes.
(2) Antennas on existing towers. An antenna which is attached to an existing tower may be approved by the planning director and, to minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
(a) A tower which is modified or reconstructed to accommodate to collocation of an additional antenna shall be of the same tower type as the existing tower, unless the planning director allows reconstruction as a monopole.
(b) Height.
(i) An existing tower may be modified or rebuilt to a taller height, not to exceed thirty (30) feet over the tower's existing height, to accommodate the collocation of an additional antenna.
(ii) The height change referred to in subsection (b)(i) may only occur one time per communication tower.
(iii) The additional height referred to in subsection (c)(i) shall not require an additional distance separation. The tower's premodification height shall be used to calculate such distance separation.
(c) On-site location.
(i) A tower which is being rebuilt to accommodate the collocation of an additional antenna may be moved onsite within fifty (50) feet of its existing location.
(ii) After the tower is rebuilt to accommodate collocation, only one tower may remain on the site.
(iii) A relocation onsite tower shall continue to be measured from the original tower location for purposes of calculating separation distances between towers pursuant to the base zone.
(iv) The onsite relocation of a tower which comes within the separation distances to residential units or residentially zoned lands shall only be permitted when approved by the planning director.
c. New towers in nonresidential zones. Locating any new tower in a nonresidential zone other than industrial or heavy commercial, provided a licensed professional engineer certifies that the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals set forth in [Section] 92401.00 and the requirements of Section 92401.04; the tower meets all setback and separation requirements of the base zone; and the tower meets the following height and usage criteria:
(1) For a single user, up to ninety (90) feet in height;
(2) For two users, up to one hundred twenty (120) feet in height; and
(3) For three or more users, up to one hundred twenty (120) feet in height; and (4) For four or more users up to one hundred eighty (180) feet in height.
d. Locating any alternative tower structure in a zone other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in Section 92401.00 of this ordinance.
e. Installing a cable microcell network through the use of multiple low-powered transmitters/receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

The proposed wireless telecommunications facility requires a CUPand a Variance for height. Therefore, this site does not meet the criteria for an Administratively Approved site.
B. Conditional Use Permit before the planning commission. All other communication facilities or any facility requiring an exception to these regulations shall require a conditional use permit with a public hearing before the planning commission.

1. Qualifying Facilities. A conditional use permit is required for any communication facility that is not exempt under these regulations and that does not qualify for a conditional use permit before the planning director.

The proposed $200^{\prime}-0^{\prime \prime}$ self-support lattice tower is not exempt under Section 92401. Therefore, a Conitional Use Permit and Variance for height are required.
2. Required Findings. In order for the planning commission to approve a proposed communication facility under a conditional use permit, the commission shall make the findings required for a conditional use permit, as well as the following additional findings:
a. No alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility. This finding shall be based on the results of an alternatives analysis, as described in Section 92401.06, below.

AT\&T Mobility is currently located on the existing SBA tower which is approximately 0.18 miles south of the proposed location. At the current lease rate, AT\&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT\&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT\&T will not be able to upgrade its equipment and stay competitive in the market.
b. Facility either 1) does not require an RF environmental evaluation report as described in Section 92401.08, or 2) the RF environmental evaluation report for the facility shows that the cumulative radio frequency exposure emitted by the facility and any nearby facilities will be consistent with FCC regulations.

The proposed installation is not required to included a RF Environmental Evaluation Report as spelled out in Section Section 92401.08.
c. The facility blends in with its existing environment and will not have significant visual impacts.

As stated above, the proposed facility is located in a vacant field. The proposed facility will not have a significant visual impact on the surrounding area.
4. Conditional Use Permit Process. Applications for conditional use permits under this subsection shall conform to the requirements of Section 92401.04 and shall be subject to the procedures and requirements of Title 9 relating to the granting of conditional use permits.

The proposed application is in conformity with Section 92401.04 and Title 9 relating to the granting of the Conditional Use Permit.
5. Conditions. In granting a conditional use permit, the planning commission may impose conditions to the extent the planning commission concludes such conditions are necessary to minimize any adverse effects if the proposed facilities on adjoining properties.

CitySwitch is aware that the Planning Commission may impose conditions on the Conditional Use Permit to minimize adverse effects on the adjoining properties. The proposed location is in a vacant field with no residential use in the area and will designed to mininimize 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;

## Leqislative Mandate

For the reasons stated above, the California legisfature 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 lacal emergency service agencies to allow for the placement of equipment in and around their facilities. Additionally, with AT\&T co-locating on the tower, 5 G will be a part of the installation. 5G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.
B. The proposed use is consistent with the purpose of the zone or sub-zone within which the use will be located;

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

In this case, a communications facility is an allowable use in the zone with conditional use approval. The site is located at the southwest corner of East Keystone and Highway 115 and will serve to ensure a robust wireless network for AT\&T and Union Pacific in this area.
C. The proposed use is listed as a use within the zone or sub-zone or is found to be similar to a listed conditional use according to the procedures of Section 90203.10;

Communications towers are an articulated conditional use in the A-2 (General Agriculture) zone pursuant to Section 90519.02(d) of the Imperial County Zoning Ordinance.
D. The proposed use meets the minimum requirements of this title applicable to the use and complies with all applicable laws, ordinances and regulations of the county of Imperial and the state of California;

The proposed communications facility meets the minimum requirements of this title applicable to the use as addressed above and complies with all applicable laws, ordinances and regulations of Imperial County and the State of California.
E. The proposed use will not be detrimental to the health, safety, and welfare of the public or to the property and residents in the vicinity;

Due to the diminutive size of the proposed equipment, it will not have an adverse effect on the surrounding properties nor the character of the area. Wireless transmissions do not interfere with any other form of communications whether public
or private, or in any way endanger the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. Wireless telephones provide an alternate communication system which has repeatedly proven its effectiveness in emergency situations and is commonly being used by police and fire departments to protect the general public's health, safety, and welfare. All wireless telecommunications facilities are governed by FCC and FAA regulations. As such, all spectrum used to provide a wireless signal are allocated by the FCC which has deemed the signals will not cause any health-related affects.
F. The proposed use does not violate any other law or ordinance;

The application on behalf of CitySwitch, Union Pacific and AT\&T conforms to the applicable regulations of the A-2 zone and the facility in allowable as a conditional use in that zone. The proposed wireless telecommunications facility is also designed to conform to all federal, state and local regulations.
G. The proposed use is not granting a special privilege.

No special privilege will be granted to CitySwitch, Union Pacific or AT\&T by granting the Conditional Use Permit. AT\&T is currently located on an existing tower owned by SBA Structures, LLC approximately 0.18 miles south of the proposed location. At the current lease rate, AT\&T is burdened by the high rent, as stated in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT\&T Mobility Services LLC. Should SBA be allowed to continue charging above market rates, AT\&T will not be able to upgrade its equipment and stay competitive in the market.

## Variance Standards

The planning director, the planning commission and/or the board of supervisors, shall approve, approve subject to conditions or disapprove a variance with the following findings:
A. Findings. Approval or conditional approval may be granted only if the director/commission/board of supervisors first determines that the variance satisfies the criteria set forth in Government Code Section 65906, and the following findings can be made:

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

The proposed location has special circumstances that are not applicable to other properties in the area. The proposed location is in a vacant field and will host communication equipment for railroad use and will also service wireless providers. The property is also located within the desert, there are no residential properties in the area that would be affected.
2. That the granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity in which the property is located;

The proposed variance will not be materially detrimental to the public welfare or injurious to the property or improvements in such zone or vicinity. The area is a mostly undeveloped area in the desert located as the southwest corner of the intersection of East Keystone and Highway 115. The location is far removed from any residential uses.
3. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications;

There are special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of zoning laws is found to deprive subject property of privileges enjoyed by other properties in the vicinity and under identical zone classifications. The proposed location is a vacant field and will host communication equipment that will service wireless providers along with the railroad's needs. The height required for the proposed tower is necessary to allow for the Union Pacific Railroad and AT\&T to utilize the tower to provide the necessary signal.
4. That the granting of such variance will not adversely affect the comprehensive general plan.

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

## Leqislative 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, 5 G will be a part of the installation. 5 G technology is used by first responders to create a network which supports their needs in the time of crisis which will provide better response times and services by local emergency services.
B. Conditions of Approval. In approving a variance, the director/commission/board of supervisors may impose such conditions deemed necessary to enable making the findings listed under subsection A of this section.
C. Denial of Variance. Where the director/commission/board of supervisors cannot make the findings under subsection A of this section (with or without conditions) the variance shall be denied.

## Alternatives Analysis

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

Union Pacific and AT\&T have considered co-location on existing facilities and deemed that no other tower in the area is appropriate for the following reasons.
(1) As stated in previous narrative, AT\&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. AT\&T has deemed this tower to be economically burdensome as shown in the attached Sworn Statement of Spencer Gambrell in Support of New Tower Construction from AT\&T Mobility Services LLC. In addition, Union Pacific requires direct access to their equipment along the railroad line and the ability to upgrade as needed which would be much more difficult locating on the SBA tower.
(2) Providing lower towers more closely spaced out would not benefit AT\&T, Union Pacific or the County. When evaluating a network, carriers such as AT\&T require specific height and locations based on the existing network. Lowering the height and building more towers would create a degradation of the signal in the area. Doing this would create coverage gaps in some areas and a bleed over into other cell sites.
(3) AT\&T is currently on an SBA Structures, LLC tower approximately 0.18 miles south of the proposed CitySwitch facility. The proposed tower is in a nonresidential area, near the intersection of East Keystone and Highway 115. The nearest incorporated city is Brawley, California which is approximately 7 miles northwest of the proposed tower which would not be a possible alternative. As stated above, due to the economic burden on AT\&T it is no longer desirable to colocate on this tower.
B. Findings. The alternatives analysis shall show whether or not the proposed siting and design would have the least possible environmental and visual effect on the community and whether any alternative site or design is available that would allow for issuance of a conditional use permit before the planning director for the facility.

The proposed location for the CitySwitch communications facility is in a vacant field southwest of the intersection of East Keystone and Highway 115. The proposed location is in the desert in an unpopulated area. With the SBA tower being located 0.18 miles south of the proposed facility, Imperial County has already deemed that a communications facility would be visually acceptable in this area. Additionally, CitySwitch has chosen to use a self-support lattice design for the tower which is the least obtrusive design for a $200^{\prime}$ 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 

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

BY CitySwitch II-A, LLC

| PULASKI COUNTY | ) |
| :--- | :--- |
| STATE OF ARKANSAS | ) |

SPENCER GAMBRELL , being first duly sworn on oath, deposes and says that:

1. I am an adult resident of the State of Arkansas and serve as Director-Network Planning for AT\&T Wireless ("AT\&T").
2. I manage AT\&T's high-rent relocation program, under which AT\&T identifies high-cost or economically burdensome antenna site leases that accommodate AT\&T's communications equipment and materially inhibits AT\&T from improving or maintaining wireless services and relocates its communications equipment onto lower-cost altemative antenna site lease locations to either improve or maintain wireless coverage.
3. I am familiar with the proposed tower to be constructed by CitySivith II-A, LLC. (CilySwitch" at Near East Keystone Road, Brawley, California 92227 , APN 041-200-0.08 (the
"CitySwitch Towen"). I am also familiar with the existing communications tower the "SBA Tower" buned by SBA Towers II, LLC ("SBA") which is located at 3574 Highway 115, Brawley, California 92227. Both the existing EBA Tower and the location of the proposed CitySwitil Tower are located in AT\&T's coverage search ring for this part of mperial 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 TBA Tower since [6/27/2013] but AT\&T now desires to relocate its Wireless

Facilities onto the CitySwich Tower as the EBA 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 阳 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 CibySwith 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 EBA for the SBA Tower. Under this agreement, EBA increases the rent, assesses other costs and poses other logistical issues when AT\&T installs additional Wireless Facilities on the BBA 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 $\beta B A$ Tower.
7. The current rent charged by SBA to co-locate on theSBA Tower is over [Two] times what CitySkitc| will charge AT\&T to co-locate on the CitySwifh Tower. Pursuant to the agreement between AT\&T and CilySwith, 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 CitySwitol Tower is well over [Three] million dollars.
8. Since AT\&T located on the SBA Tower in [6/27/2013], rent and escalators have become more competitive in the tower marketplace. New tower companies have entered the marketplace since [6/27/2013], which has also led to more competitive economic terms in tower lease agreements. Considering these competitive economic terms from other tower companies, AT\&T has requested tower rent reductions from SBA. Unlike other tower companies, GBA 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 BBA Tower and relocating to the CitySxufel Tower. Despite these relocation costs, the CitySwitel 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 CilySwitch
11. AT\&T has entered into nationwide development and master lease agreements with CitySwith, which I am familiar with. Under these agreements, CitySwitcl 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 CitySwith.
12. Per these agreements and as is the case with the City Swirch Tower, AT\&T pays CitySwita 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 Facilitics 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 $5 B$ to remain co-located on the WBA 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 Cituswitch 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 TBA 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 TBA Tower, it must apply to wBA 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 CitySwitein allows AT\&T to rent 30,000 square inches of tower space and loading on a CitySwicel Tower. This space and loading capacity is reserved exclusively for AT\&T and will accommodate the necds 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 CitySwidh Tower with little to no delay.

## Spencer Gambrell

$\qquad$

Subscribed and sworm to before me this 28. day of Feluearig: 2023.


## Carrier Coverage Plots





## FAA Determination Letter

Mail Processing Center
Federal Aviation Administration

Obstruction Evaluation Group 10101 Hillwood Parkway
Fort Worth, TX 76177
Issued Date: 08/29/2022
Leslie Lindeman
Palm-Tech Consulting, LLC
11365 Lillle Beat Way
Boca Raton, FL 33428
** DETERMINATION OF NO HAZARD TO AIR NAVIGATION **
The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Antenna Tower Brawley
Location: Brawley, CA
Latitude: $\quad 32-54-58.38 \mathrm{~N}$ NAD 83
Longitude: $\quad 115-24-21.22 \mathrm{~W}$
Heights: $\quad-85$ feet site elevation (SE)
200 feet above ground level (AGL)
115 feet above mean sea level (AMSL)
This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

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

This detennination 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; Antemna 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 deterinination 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 lle constuuction on alteration is dismantled or destroyed.

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

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

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

If we can be of further assistance, please contact our office at (847) 294-7575, or vivian.vilaro@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2022-AWP-12869OE

Signature Control No: 539125699-551428762
(DNE )
Vivian Vilaro
Specialist
Attachment(s)
Frequency Data
Map(s)
cc: FCC

Frequency Data for ASN 2022-AWP-12869-OE

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

## TOPO Map for ASN 2022-AWP-12869-OE




Page 5 of 5

## Fall Zone Certification

56616415.4

# Sabre Industries 

INNOVATION DELIVERED

March 3, 2023
Mr. Tim Cook
CitySwitch, LLC
1900 Century Place NE, Suite 320
Atlanta, GA 30345
RE: Proposed 200' Sabre Self-Supporting Tower for Brawley, CA
Dear Mr. Cook,
Upon receipt of order, we propose to design a tower for the above referenced project for a Basic Wind Speed of 98 mph , Risk Category II, Exposure Category C, and Topographic Category 1 in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Structures". The tower will also meet the requirements of the 2022 California Building Code.

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

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

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

Sincerely,

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


Sabre Industries, Inc. • 7101 Southbridge Drive • Sioux City, IA 51111 P: 712-258-6690 F: 712-279-0814 W: www.Sabrelndustries.com

## Site Plan








## Lease

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

## TOWER CONSTRUCTION AGREEMENT

This Agreement, made the $\qquad$ day of $\qquad$ , 2022 (the "Effective Date"), between Union Pacific Railroad Company, a Delaware cotporation, having an office at 1400 Douglas Street, Omaha, Nebraska 68179, hereinafter referred to as "Licensor", and CitySwitch - II-A, LLC, a Georgia company, having an office at 1900 Century Place, Suite 320, Atlanta, Georgia 30345 hereinafter referred to as "Licensee".

The term "Premises" as used in this Agreement, refers to a rectangle measuring approximately eighty-five feet ( $85.00^{\prime}$ ), by thirty feet ( $30.00^{\prime}$ ), containing a total of 2,550 square feet, combined with an approximate ten feet ( $10^{\prime}$ ) by seventy-five foot, ( $75^{\prime}$ ) access and utility corridor containing 750 square feet on the parcel of land on Licensor's railroad right-of-way and located in Brawley, California, in the County of Imperial, as presented on the attached Plot Plan, described in Exhibit "A".

Licensor agrees to allow construction of a One Hundred Ninety-Five (195') foot tower hereinafter referred to as the "Tower"), fenced compound and equipment cabinets (hereinafter referred to as the "Facilities") on the Premises for the location of Licensee's radio equipment; said Tower and Facilities shall be used by Licensee in conducting their communications activities on the Premises.

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

## 1. GRANT:

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

## 2. TOWER FACILITIES:

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

## 3. EOUIPMENT 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:

Licensce 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 bazard 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, attomeys' 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 EOUIPMENT:

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 Der year for the privileges and rights presented in this Agreement which rental shall increase by 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 innually, or 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 CG2417Contractual 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 Jicensee'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 MAJCURE:

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. SEVERABILITX:

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: $\quad$ 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

BY:


PRINT NAME: CHRIS D. GOELE
TITLE: Assistant Vice President - Real Estate TITLE:
DATE: $\qquad$

## ACKNOWLEDGMENT OF LICENSEE:

STATE OF GEORGIA
COUNTY OF FULTON
On this 2-1 day of MARCH1,2022before 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

My Commission Expires:07-21-2023
Cothermiettabal Notary PRublif! $H_{1 \prime \prime}$


## ACKNOWLEDGMENT OF LICENSOR:



On this $12^{\text {th }}$ day of April 2022 (Gris D. Gogh 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


My Commission Expires:


## Exhibit A

## Location Print Depicting the Premises






## Exhibit B

## General Terms and Conditions

## Section 1. ENGINEERING REOUIREMENTS; 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 $(750 \mathrm{~V})$, 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 ( $3^{\prime \prime}$ ) 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 ( $l^{\prime}$ ) 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 it 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:
hutp://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up pdf nativedocs/pdf up supplie $\underline{r}$ safety_req.pdf
(ii) Licensee shall keep the job site on Licensor's property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.
(iii) Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Tower and Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this Exhibit B.
G. Compliance With Laws. Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Licensee's Tower and Facilities. The Licensee shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Licensor's Property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Licensor, the Licensee shall reimburse, and to the extent it may lawfully do so, indemnify the Licensor for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Licensor, to defend such action free of cost, charge, or expense to the Licensor.

## H. No Interference or Delays.

(i) Licensee represents and warrants that all parts of Licensee's Tower and Facilities within and outside of the limits of Licensor's property will not interfere whatsoever with the constant, continuous, and uninterrupted use and operation of the tracks, property, and facilities of Licensor, and nothing shall be done, suffered to be done or permitted by Licensee at any time that would in any manner obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Licensor's tracks or facilities, or any communication or signal lines, installations of any appurtenances thereof, or the operations of others lawfully occupying or using the Licensor's property or facilities, including, without limitation, Licensor's lessees, licensees, and any other railroad company. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Tower and/or Facilities result in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.
(ii) Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Tower and Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Licensor's Property by Licensee or any third party with Licensor's representatives in strict compliance with the "NOTIFCIATION; 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, distupt 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 it 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]

## Prepared by, and after recording

## Return to:

CitySwitch II, LLC
1900 Century Place, Suite 320
Atlanta, GA 30345

## MEMORANDUM OF LICENSE

This Memorandum of License is entered into on this 12 day of Afril_, 2022, by and between Union Pacific Railroad Company, a Delaware corporation, "Landlord", having an office at 1400 Douglas Street, Omaha, Nebraska 68179, and CitySwitch II, LLC, a Georgia limited liability company, whose mailing address is 1900 Century Place NE, Suite 320, Atlanta, GA 30345 ("Tenant").

1. Landlord and Tenant entered into a certain Tower Construction Agreement ("License") on the day of communication facility and other improvements. All of the foregoing is set forth in the License.

> commencing on the effective date of written notification by
2. The initial term will be ten (10) years commencing on the effectial term, with theee (3) successive Tenant to Landlord of Tenant's intention
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 Licens of this of which are hereby ratified and affirmed. In the eve License, the provisions of the License shall Memorandum of License and the provisions and inure to the benefit of the parties and their control. The License shall be binding subject to the provisions of the License. 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

BY:


PRINT NAME:
$\qquad$
ACCEPTED BY: Licensee CitySwitch II-A, LLC

TITLE: Assistant Vice President - Real Estate TITLE: $\qquad$
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DATE:
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DATE: $4 / 12 / 2022$

ACKNOWLEDGMENT OF LICENSEE:

$$
\begin{array}{ll}
\text { STATE OF GEORGIA } & \text { ) ss.: } \\
\text { COUNTY OF FULTON } &
\end{array}
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On this 21 day of MARCH 2022 , before me personally appeared $\qquad$ rob paville. 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



My Commission Expires: 07-21-2023
 and who executed the foregoing instrument, and acknowledged that she executed the same as his free act and deed.
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ACKNOWLEDGMENT


My Commission Expires:

$12 \mid \mathrm{Page}$

Tower Construction Agreement - CAC008 - Brawley

## EXHIBIT 1 TO MEMORANDUM OF LICENSE

## DESCRIPTION OF PROPERTY AND PREMISES

Premises is depicted as follows and shall be replaced with a surveyed legal description when available.





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[^0]:    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; Sundstomv. County of Mendocino,(1988) 202 Cal.App. 3 d 296; Leonoff v. Monterey Board of Supervisors, (1990) 222 Cal.App. 3 d 1337; Eureka Cizeens for Responsibte Gout v. City of Eureka (2007) 147 Cal.App.4th 357; Protect the Historic Amador Waterways v. Amador Water

[^1]:     ac. previously shown as Par. 4 has been eliminated acct. Relinquishmenf of land as per deed Audit 37725 belo in area column have been eliminated an shonn hatched as Per deed Aud . 37 Bel bela
    
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[^2]:    Par 4 has been eliminated acct. Relinguishment if 10nd See letter C.FR.Ogilby to Guy. V. Shoup dated May 14,1926
    3rea column have been eliminated and shown hatched as per deed Audit 37363 below.
    ac. acqd. by Par: 8, Map 18, letter Gup V. Shoup to G. W. Boschke dated Apr. 26, 1928; A.F.E.82854-5-14-29

