



Staff Report

PLANNING DIVISION
DEPARTMENT of COMMUNITY and NEIGHBORHOODS

To: Administrative Hearing Officer, Salt Lake City Planning Division

From: Caitlyn Tubbs, AICP, Principal Planner
(801) 535-7706
caitlyn.tubbs@slcgov.com

Date: December 23, 2021

Re: Conditional Use for a new 100-foot tall monopole (PLNPCM2021-00943)

Conditional Use

PROPERTY ADDRESS: 4905 West Wiley Post Way
MASTER PLAN: Northwest Quadrant Master Plan (2016)
ZONING DISTRICT: M-1 - Light Manufacturing zoning district.

REQUEST: The Applicant, Carri Wullner with Atlas Towers, has requested conditional use approval for a new wireless telecommunications facility with a 100' foot monopole at approximately 4905 West Wiley Post Way. The proposed monopole and telecommunications equipment will be located at the southeastern corner of the subject property.

RECOMMENDATION/MOTION: Based on the information in this staff report, planning staff recommends that the Administrative Hearing Officer approve the proposed conditional use for the telecommunications facility with a 100-foot monopole subject to the condition listed below.

1. *Any modifications to the approved plans after the issuance of a building permit must be specifically requested by the applicant and approved by the Planning Division prior to execution.*

ATTACHMENTS:

- [A. Vicinity Map](#)
- [B. Site Photos](#)
- [C. Applicant Submittal Materials](#)
- [D. Analysis of Standards](#)
- [E. Public Process and Comments](#)
- [F. Department Review Comments](#)

PROJECT DESCRIPTION:

This petition is for a new wireless telecommunications facility with a 100-foot tall monopole and associated equipment on a property in the M-1 – Light Manufacturing zoning district. A monopole is an allowed use in the zone, however, per section 21A.40.090 (E) of the Zoning Ordinance, all monopoles taller than 60 feet in the M-1 zone require Conditional Use approval.

Background

The subject property is approximately 3.03 acres in size and is used as a La Quinta hotel. The proposed wireless facility will be located on a leased portion of the site that is approximately 1,496 square feet in size. The lease area is adjacent to the eastern property boundary but is located behind the hotel where the existing trash collection area is. The trash collection area will be relocated if this conditional use request is approved. The location of the



facility in relation to Zoning Ordinance requirements is discussed in more detail in the Key Considerations section below.

KEY CONSIDERATIONS:

The key considerations were identified through the analysis of the project (Attachment D) and are discussed further in the following section of this report.

Consideration 1 – Visual and Neighborhood Impacts:

The property is currently a hotel site in the International Center, a large employment node in the city. Adjacent properties have been developed for a variety of business office, hotel, and commercial uses which are also zoned M-1. There are no residential uses in or near the vicinity.

Given the industrial nature of the area and activities that take place on adjacent properties, no detrimental impacts either visually, or on other properties are anticipated. While the monopole at 100-feet in height will be visible from other properties, it is compatible with the height in the M-1 zoning district that column structures may be built to by right. The M-1 district generally allows building up to 65-feet in height, however distillation column structures used for manufacturing processing purposes may be allowed up to a height of 120-feet, with approval from the Salt Lake City Department of Airports and in compliance with any additional requirements in Airport Flight Path Protection (AFPP) Overlay District.

Consideration 2 – Location of the Wireless Site Compound and Monopole on the Site

The proposed monopole will be located on the southeastern portion of a large parcel along Wiley Post Way. The proposed location is illustrated on the aerial photograph included in [Attachment A](#). The following provisions of the Zoning Ordinance apply to such facilities in general and more specifically in the M-1 zoning district where the property is located.

21A.40.090: ANTENNA REGULATIONS:

6. *Location and Minimum Setbacks: Monopoles with antennas and antenna support structure less than two feet (2') in width, monopoles with antennas and antenna support structure greater than two feet (2') in width and lattice towers shall be allowed only in the rear yard area of any lot. These structures shall not be located in a required landscaped area, buffer area or required parking area.*

21A.28.020: M-1 LIGHT MANUFACTURING DISTRICT:

D. Minimum Yard Requirements:

- 1. Front Yard: Fifteen feet (15').*
- 2. Corner Side Yard: Fifteen feet (15').*
- 3. Interior Side Yard: None required.*
- 4. Rear Yard: None required.*

E. Landscape Yard Requirements:

- 1. Front And Corner Side Yards: All required front and corner side yards shall be maintained as landscape yards in conformance with the requirements of chapter 21A.48 of this title.*

The proposed monopole is located on the eastern side of the parcel and is set back from Wiley Post Way by about two-thirds of the parcel depth. Properties in the M-1 zoning district do not have a required interior side yard or rear yard setback so the proposed location is appropriate for the requested conditional use. It will be located behind the existing hotel use on the same parcel and, although it will be taller, will not obstruct the view of the existing building.

DISCUSSION:

The proposed wireless facility is allowed as a conditional use in the M-1 - Light Industrial zoning district. The use for the wireless telecommunications facility should be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably detrimental effects of the proposed use.

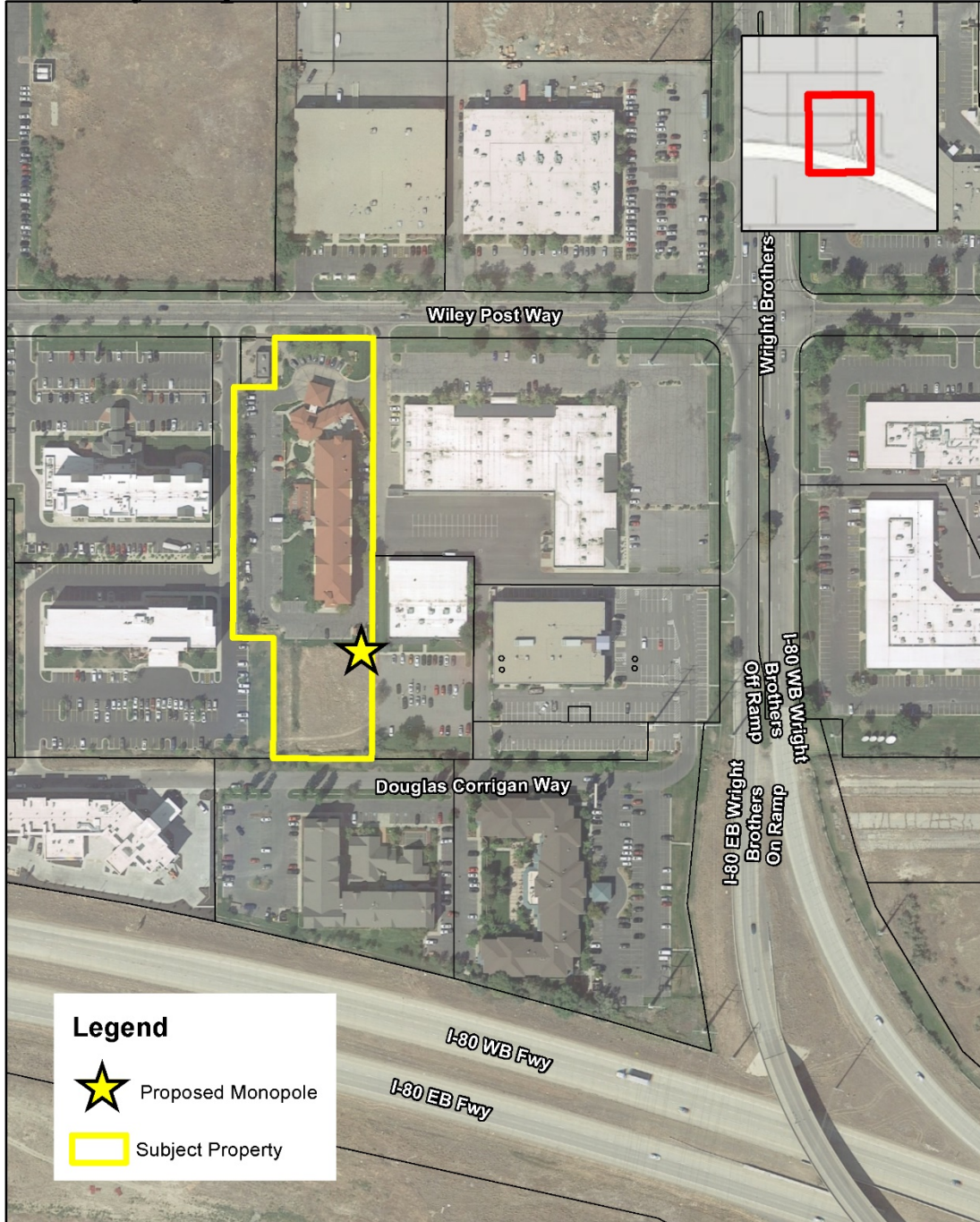
The proposed use meets the Conditional Use standards and Detrimental Effects Determination as analyzed and discussed in Attachment D of this report. No detrimental impacts are anticipated and as such, the conditional use should be approved by the Administrative Hearing Officer.

NEXT STEPS:

If the conditional use is approved, the applicant will be required to comply with all other department/division requirements and obtain all necessary building permits for the project.

ATTACHMENT A: VICINITY MAP

Vicinity Map



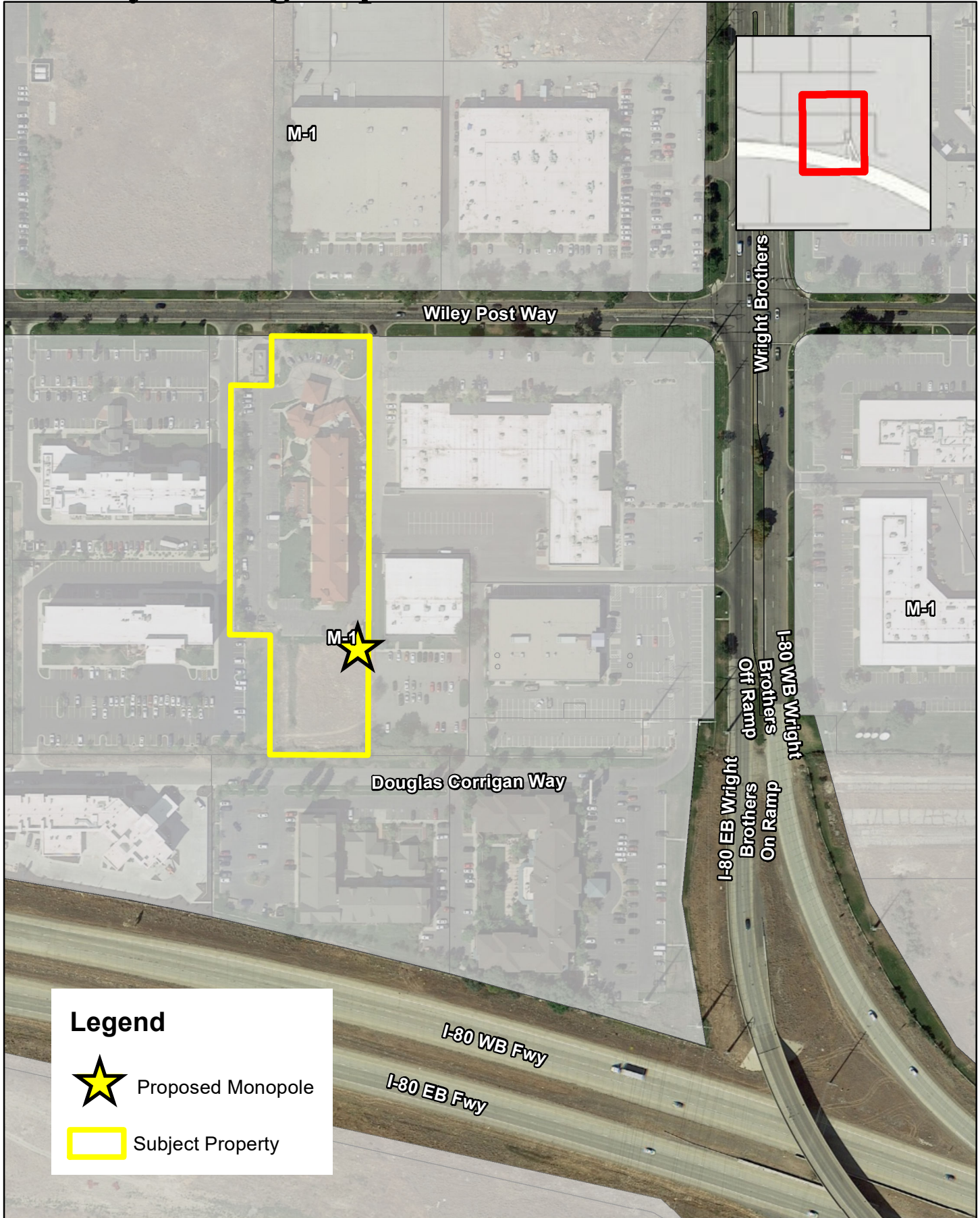
Legend

- ★ Proposed Monopole
- Subject Property

Salt Lake City Planning Division 12/2/2021



Vicinity Zoning Map



Legend



Proposed Monopole



Subject Property



ATTACHMENT B: SITE PHOTOS



Figure 1: View of current trash enclosure where proposed monopole will be located.



Figure 2: View of neighboring property to the south.

ATTACHMENT C: APPLICANT SUBMITTAL MATERIALS

Zoning Narrative – “Wiley Post”



December 2, 2021

Salt Lake City Planning & Zoning

To Whom It May Concern:

Atlas Tower 1, LLC is submitting a Conditional Use Application to Salt Lake City Planning & Zoning Department for a Wireless Telecommunications Facility to be located at 4905 Wiley Post Way Salt Lake City, UT 84116 (Parcel Number: 07-36-476-016-0000). This facility will be roughly 1,500 square feet and house a 100’(104’ with lightning rod) self-supporting telecommunications tower that can accommodate up to three wireless carriers. This request is made in an effort to bring quality voice and data services to an area lacking reliable coverage.

SITE DETAILS

Land Owner:

KA Airport Hotel LLC
4905 Wiley Post Way
Salt Lake City, UT 84116

Site Address:

KA Airport Hotel LLC
4905 Wiley Post Way
Salt Lake City, UT 84116
(Parcel Number: 07-36-476-016-0000)

Applicant:

Atlas Tower 1, LLC
3002 Bluff St., Suite 300
Boulder, CO 80301

Coordinates:

40.77208-112.00806

Zoning:

LIGHT MANUFACTURING (M-1)

Lease Area:

1500 Sq. ft.

PROPOSAL SUMMARY

The purpose of this request is to build a 100’(104’ with lightning rod) self-supporting telecommunications tower within 1500 sq. ft. wireless facility. This facility will provide critical wireless coverage to the surrounding area. The proposed site is in a manufacturing and industrial zone with close proximity to the Salt Lake City Airport and surrounding commercial areas where there is very spotty coverage and the capacity of the existing infrastructure is reaching its limit. As the area develops further, and the existing users demand more data for their existing devices, existing infrastructure will reach capacity limits and be unable to meet coverage needs. This tower and facility will be used for structural support of up to three wireless providers. Each provider can install antennas and on-the-ground base-station equipment.

WIRELESS TELECOMMUNICATION FACILITY CHARACTERISTICS

Visual Effect

We strive to design our facilities and locate parcels that create the least amount of community disturbance. The proposed site is on an unused portion of the property at 4905 Wiley Post Way. This project will be colored to blend in and will not stand out from the nearby industrial areas

Frequency Of Maintenance Work On The Proposed Facility

On average, after initial installation, a carrier or its contractors would likely visit the facility about one to four times a year for maintenance, though this number could vary depending on the specific circumstances of the facility.

The Average Number Of Vehicles Visiting The Facility

The average maintenance visit by a carrier or its contractors would likely involve one pickup truck. With an average of one to four visits a year and one truck a visit, there would likely be about one pickup truck visiting the site a month, per carrier, if at full capacity.

The Average Duration Work Visits On The Facility

For typical maintenance visits, a carrier or its contractors would only be at the site a few hours, but this number could increase depending on the work that needed to be completed at the site.

Expected Noise Levels

Telecommunications facilities are essentially silent. This would be true whether there were one or three carriers. A generator could be operated on site in the rare instance that power went out. The generator would create noise, but it would not be noticeable a few hundred feet away, off of the parcel.

Salt Lake City Zoning Code: 21A.40.090: ANTENNA REGULATIONS:

All antennas shall comply with the following regulations and all other ordinances of the city and any pertinent regulations of the federal communications commission and the federal aviation administration:

A. TV Antennas: TV antennas shall be permitted in any zoning district, subject to the following restrictions:

Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility.

B. Satellite Dish Antennas: Satellite dish antennas shall be permitted in any zoning district, provided that they meet the criteria set forth below:

Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility.

C. Communication Towers: Communication towers are permitted in certain nonresidential districts. Refer to the tables of permitted and conditional uses set forth in part III of this title for the applicable district regulations.

Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility.

D. Amateur Radio Facilities With Surface Area Exceeding Ten Square Feet: Any antenna and antenna support having a combined surface area greater than ten (10) square feet or having any single dimension exceeding twelve feet (12') that is capable of transmitting as well as receiving signals and is licensed by the Federal Communications Commission as an amateur radio facility shall be permitted as an accessory use, but only in compliance with the regulations set forth below:

Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility.

E. Wireless Telecommunications Facilities; Low Power Radio Services Facilities: The purpose of this section is to address planning issues brought on by the rapid growth in demand for low power radio services. This section distinguishes low power radio from other broadcasting type telecommunication technologies and establishes provisions that deal with issues of demand, visual mitigation, noise, engineering, residential impacts, health, safety and facility siting. The requirements of this section apply to both commercial and private low power radio services. Low power radio services facilities include "cellular" or "PCS" (personal communications system) communications and paging systems.

1. Uses: The uses specified in table 21A.40.090E of this section, indicate which facility types are allowed as either a permitted or conditional use within specific zoning districts. Low power radio service facilities may be an accessory use, secondary use or principal use.

Atlas Tower Response: Applicant is requesting review and approval for a 100' Mono-pole Wireless Communications Facility located in a M-1 zone, which would be a conditional use application according to table 21A.40.090E.

a. Administrative Consideration Of Conditional Uses: Applications for low power wireless telecommunication facilities that are listed as conditional uses shall be reviewed according to the procedures set forth in section 21A.54.155 of this title.

Atlas Tower Response: Atlas Towers has reviewed and accepts this application will be reviewed in accordance with conditional use procedures as set forth in the zoning code.

2. Facility Types: Low power radio services facilities are characterized by the type or location of the antenna structure. There are seven (7) general types of such antenna structures: wall mounted antennas; roof mounted antennas; monopoles with antennas and antenna support structure less than two feet (2') in width; monopoles with antennas and antenna support structure greater than two feet (2') in width; lattice towers; stealth antennas; and utility pole mounted antennas. Standards for the installation of each type of antenna are as follows:
 - a. Wall Mounted Antenna: The following provisions apply to wall mounted antennas:
Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility, not a wall mounted antenna.
 - b. Roof Mounted Antenna: The following provisions apply to roof mounted antennas:
Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility, not a roof mounted antenna.
 - c. Monopole With Antennas And Support Structure Less Than Two Feet In Width: The total of each individual antenna structure mounted on a monopole shall not exceed two feet (2') in width. The maximum height of each individual antenna shall not exceed ten feet (10') in height (see subsection 21 A.62.050G of this title). In the case of collocation, when there is more than one antenna located on a monopole, all additional antenna structures shall not exceed the above referenced dimensions. No such antenna shall be located within one hundred sixty five feet (165') of a residential zone other than the R-MU district.
Atlas Tower Response: This section of the code does not apply as applicant is requesting a monopole with antennas and support structure greater than two feet in width.
 - d. Monopole With Antennas And Antenna Support Structure Greater Than Two Feet In Width: The maximum visible width of individual antennas and antenna mounting structures on a monopole shall not exceed eight feet (8') in height or thirteen feet (13') in width as viewed looking directly at the monopole at same elevation as the antennas and antenna mounting structure (see subsection 21 A.62.050F of this title). In the case of collocation, when there is more than one antenna located on a monopole, all additional antenna structures shall not individually exceed the above referenced dimensions. No such monopole shall be located within three hundred thirty feet (330') of a residential zone other than the R-MU district.
Atlas Tower Response: Applicant has reviewed and accepts the maximum visible width requirements as found in this section and any antennas installed on the wireless communications facility will adhere to such requirements. This proposed tower location is deep within the M-1 zone and is located greater than 330' from any nearby residential zone.
 - e. Lattice Tower: The maximum visible width of individual antennas and antenna mounting structures on a lattice tower shall not exceed eight feet (8') in height or thirteen feet (13') in width (see subsection 21 A.62.050E of this title). No such lattice tower shall be located within three hundred thirty feet (330') of a residential zone.
Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility, not a lattice tower.
 - f. Stealth Antennas:
Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility, not any sort of Stealth Antennas.
 - g. Utility Pole Mounted Antenna: Antennas on utility poles and associated electrical equipment shall be allowed subject to the following standards:
Atlas Tower Response: This section of the code does not apply as applicant is requesting a Wireless Telecommunications Facility, not a utility pole mounted antenna.

3. Electrical Equipment:

- a. Electrical Equipment Located In The Public Right-Of-Way, Front Yard Or Side Yard: Electrical equipment in the public right-of-way shall either be attached directly to the utility pole or placed underground.

Atlas Tower Response: This is not applicable as Atlas Tower is not proposing any electrical equipment within a public right of way.

- b. Electrical Equipment Located On Private Property: Electrical equipment shall be located in the rear yard, interior side yard, or within the buildable area on a given parcel. In the case of a parcel with an existing building, the electrical equipment shall not be located between the front and/or corner facades of the building and the street.

Atlas Tower Response: Electrical equipment will be placed within the rear yard of the parent parcel.

Electrical equipment located in a residential zoning district, shall not exceed a width of four feet (4'), a depth of three feet (3'), or a height of four feet (4') to be considered a permitted use.

Atlas Tower Response: This is not applicable as the underlying zoning for the parent parcel is M-1 rather than Residential zoning.

Electrical equipment located in a CN, PL, PL-2, CB, I or OS Zoning District shall not exceed a width of six feet (6'), a depth of three feet (3'), or a height of six feet (6') to be considered a permitted use.

Atlas Tower Response: This is not applicable as the underlying zoning for the parent parcel is M-1 rather than CN, PL, PL-2, CB, I or OS Zoning Districts.

Electrical equipment exceeding the dimensions listed above shall be reviewed administratively as a special exception per chapter 21 A.52 of this title.

Atlas Tower Response: Atlas Tower has reviewed and accepted this requirement should electrical equipment exceed the dimensions above.

The electrical equipment shall be subject to the maximum lot coverage requirements in the underlying zoning district.

Atlas Tower Response: Atlas Tower acknowledges and accepts that the electrical equipment shall meet the maximum lot coverage requirements in the M-1 zoning district.

4. Collocation: Collocation of a wireless telecommunication facility on a previously approved wireless telecommunication service facility such as an existing building, structure, or antenna support structure, is allowed as a permitted use, provided:

Atlas Tower Response: This project is a new build rather than a collocation on an existing structure so this section need not apply. Applicant will actively encourage collocation on this wireless facility once it is completed.

5. Height Limit: The height limit for monopoles and lattice towers shall be limited as per table 21 A.40.090E of this section.

Atlas Tower Response: Applicant is requesting review and approval for a 100' Mono-pole Wireless Communications Facility located in a M-1 zone, which is above the height limit for the M-1 zone and thus would be a conditional use application according to table 21 A.40.090E. Applicant is requesting additional height above the max zoning height limit in order to provide enough coverage to the nearby community. Please see attached height justification report for additional information.

6. Location And Minimum Setbacks: Monopoles with antennas and antenna support structure less than two feet (2') in width, monopoles with antennas and antenna support structure greater than two feet (2') in

width and lattice towers shall be allowed only in the rear yard area of any lot. These structures shall not be located in a required landscaped area, buffer area or required parking area.

Atlas Tower Response: This complies with all minimum location and setback requirements as set forth above. This project would be located in a largely unused portion in the rear of the parent parcel outside of any required landscaping, buffer, or required parking areas.

7. **Area Limitations For Wall And Roof Mounted Antennas:** A combination of both roof and wall mounted antennas are allowed on a building. The total area for all wall and roof mounted antennas and supporting structures combined shall not exceed the lesser of sixty (60) square feet or five percent (5%) of the gross square footage of each exterior wall of a building. The total area is the sum of each individual antenna face and the visible portion of the supporting structure as viewed when looking directly at the face of the building. The total area for a roof mounted antenna shall apply to the closest exterior wall (see subsection 21 A.62.050J of this title).

Atlas Tower Response: This project is not a Wall or Roof Mounted Antenna thus this section is not applicable.

8. **Roof And Wall Mounted Antennas On Noncomplying Buildings That Exceed The Maximum Height Limit Of The Zoning District:** If a building exceeds the maximum allowable height of the zoning district, roof or wall mounted antennas may be attached to the portion of the building that extends above the maximum height limit of the zoning district, if said antenna is listed as a permitted use in table 21 A.40.090E of this section.

Atlas Tower Response: This project is not a Wall or Roof Mounted Antenna thus this section is not applicable.

9. **Additional Conditional Use Requirements:** In addition to conditional use standards outlined in chapter 21 A.54 of this title, the following shall be considered by the Planning Commission:
 - a. Compatibility of the proposed structure with the height and mass of existing buildings and utility structures;
 - b. Whether collocation of the antenna on the other existing structures in the same vicinity such as other towers, buildings, water towers, utility poles, etc., is possible without significantly impacting antenna transmission or reception;
 - c. The location of the antenna in relation to existing vegetation, topography and buildings to obtain the best visual screening;
 - d. Whether the spacing between monopoles and lattice towers creates detrimental impacts to adjoining properties.

Atlas Tower Response: Atlas Towers has reviewed and accepts that the above shall be considered by the Planning commission.

10. **Accessory Buildings To Antenna Structures:** Accessory buildings to antenna structures must comply with the required setback, height and landscaping requirements of the zoning district in which they are located. Monopoles shall be fenced with a six foot (6') chainlink fence and the climbing pegs removed from the lower twenty feet (20') of the monopole. All power lines on the lot leading to the accessory building and antenna structure shall be underground.

Atlas Tower Response: All accessory buildings shall comply with the requirements set forth within the M-1 zoning district.

11. **Historic District:** Any antenna proposed for a location within a historic district or on landmark site is subject to approval through the Historic Landmarks Commission as contained in chapter 21 A.34 of this title.

Atlas Tower Response: This project is not proposed within a Historic District, therefore this section is not applicable to this project.

12. Permission Required For Antennas And Mounting Structures On Or Over A Public Right-Of-Way: Antennas and mounting structures encroaching on or over the public sidewalk or on or over a public right-of-way shall be subject to obtaining permission from the City pursuant to the City's rights-of-way encroachment policy.

Atlas Tower Response: This project is not on or over a public right of way, thus this section does not apply.

13. Location On City Owned Property Or Land Zoned As Open Space: Telecommunication facilities proposed to be located on City owned property or on any property located within an Open Space Zoning District or subject to the City's open space lands program must obtain approvals from appropriate agencies governing such properties.

Atlas Tower Response: This project is not located on City owned property or land zoned as open space and this section is not applicable.

14. Nonmaintained Or Abandoned Facilities: The building official may require each nonmaintained or abandoned low power radio services antenna to be removed from the building or premises when such an antenna has not been repaired or put into use by the owner, person having control or person receiving benefit of such structure within thirty (30) calendar days after notice of nonmaintenance or abandonment is given to the owner, person having control or person receiving the benefit of such structure.

Atlas Tower Response: Atlas Tower has reviewed this section and accepts the requirements that may be imposed on non-maintained or abandoned facilities.

Section 21A.54.080 **Conditional Use Information**

1. If applicable, what is the anticipated operating/delivery hours associated with the proposed use
What are the land uses adjacent to the property (abutting and across-the-street properties)

Response: On average, after initial installation, a carrier or its contactors would likely visit the facility about one to four times a year for maintenance, though this number could vary depending on the specific circumstances of the facility. These visits will typically occur between the hours of 8:00am-6:00pm Monday through Friday. The current use on the property is hotel accommodation. All other adjacent properties are hotel accommodation in nature.

2. How many employees are expected to work on-site during the highest shift

Response: The average maintenance visit by a carrier or its contractors would likely involve one pickup truck. With an average of one to four visits a year and one truck a visit, there would likely be about one pickup truck visiting the site a month, per carrier, if at full capacity.

3. If applicable, how many seats will be provided as part of the conditional use

Response: This section is not applicable as seats are not needed for a telecommunications facility.

4. Have you discussed the project with nearby property owners? If so, what responses have you received?

Response: Applicant has not approached nearby property owners about this proposal.

This narrative represents required and supplementary information to document the technological, economic, and social necessity and benefits of a new 100' (104' with lightning rod) self-supporting telecommunications tower at

Wiley Post Way Salt Lake City, UT 84116. The information provided highlights the advantages associated with a telecommunications facility at our proposed site.

Atlas Tower 1, LLC respectfully requests the approval of our Conditional Use Application for a communications tower facility.

Best Regards,

Carri Wullner
Atlas Tower 1, LLC
3002 Bluff St., Suite 300
Boulder, CO 80301
Office (303) 448-8896

GENERAL NOTES:

- ALL REFERENCES TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED ATLAS TOWER 1, LLC OR ITS DESIGNATED REPRESENTATIVE.
- ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF UTAH.
- STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-G, 2009, FOR A 90 MPH 3-SECOND GUST WIND LOAD. THIS CONFORMS TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
- WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
- ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
- ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
- BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
- ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
- THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFTER MATERIAL SHALL BE REWORKED OR REPLACED.
- THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
- ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
- ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

STRUCTURAL STEEL NOTES:

- THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATIONS AND MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
- UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
 - STRUCTURAL STEEL, ASTM DESIGNATION A36 OR A992 GR50.
 - ALL BOLTS, ASTM A325 TYPE I GALVANIZED HIGH STRENGTH BOLTS.
 - ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.
 - ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
- ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATIONS AND MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
- HOLES SHALL NOT BE FLAME CUT THRU STEEL UNLESS APPROVED BY THE ENGINEER.
- HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED, AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING: ASTM A123, ASTM A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.
- REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTED; SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
- A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
- ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM THE SHEAR PLANE.
- ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
- ALL ASSEMBLY BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", DATED JUNE 30, 2004.
- FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
- DO NOT OVER TORQUE ASSEMBLY BOLTS. GALVANIZING ON BOLTS, NUTS, AND STEEL PARTS ;MAY ACT AS A LUBRICANT, THUS OVER TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK AND SNAP OFF.
- PAL NUTS ARE TO BE INSTALLED AFTER NUTS ARE TIGHT AND WITH EDGE LIP OUT. PAL NUTS ARE NOT REQUIRED WHEN SELF-LOCKING NUTS ARE PROVIDED.
- GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.
- WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WELDING SOCIETY (AWS) D1.1-2010 STRUCTURAL WELDING CODE - STEEL.

PROJECT INFORMATION:

WILEY POST-LA QUINTA

4905 WILEY POST WAY
SALT LAKE, UT 84116
(SALT LAKE COUNTY)

PLANS PREPARED FOR:



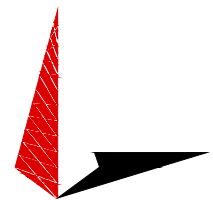
Office: (888) 609-9596

PLANS PREPARED FOR:



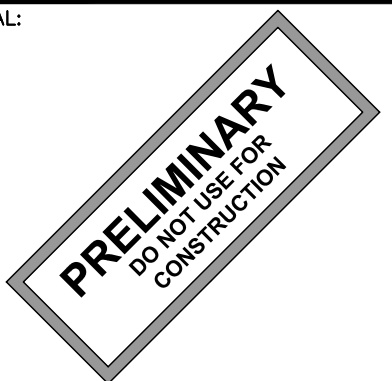
3002 BLUFF STREET, SUITE 300
BOULDER, CO 80301
Office: (303) 448-8896

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
500 E. 84TH AVE, SUITE C10
THORNTON, CO 80229
OFFICE: (303) 566-9914
www.tepgroup.net

SEAL:



0	09-07-21	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: CHECKED BY: NMC

SHEET TITLE:

GENERAL NOTES

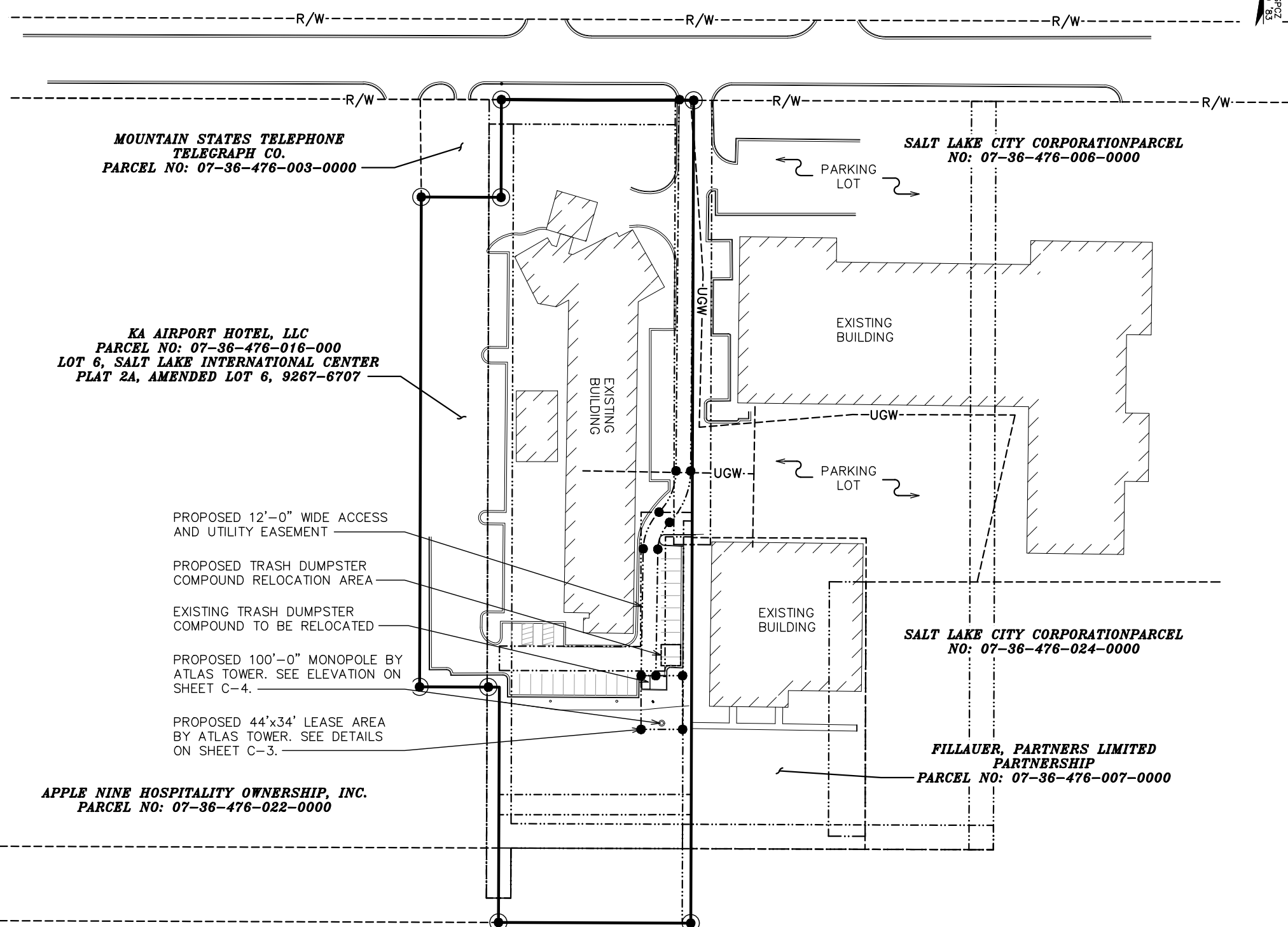
SHEET NUMBER:	REVISION:
N-1	0
	TEP#305934.594059

LEGEND

- PARENT PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. TELCO PEDESTAL
- EXIST. POWER METER
- EXIST. TRANSFORMER
- PROPERTY CORNER
- LEASE/EASEMENT CORNER
- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- OVERHEAD WIRE
- UNDERGROUND WIRE
- UNDERGROUND FIBER
- RIGHT-OF-WAY
- FENCE
- EXISTING TREE LINE
- PROPOSED TREE LINE
- EXIST. LIGHT POLE

1-A COORDINATES

LATITUDE: N 40° 46' 19.30" (NAD '83)
 LONGITUDE: W 112° 00' 28.88" (NAD '83)
 GROUND ELEVATION: 4'228.5' (NAVD '88)



- PROPOSED 12'-0" WIDE ACCESS AND UTILITY EASEMENT
- PROPOSED TRASH DUMPSTER COMPOUND RELOCATION AREA
- EXISTING TRASH DUMPSTER COMPOUND TO BE RELOCATED
- PROPOSED 100'-0" MONOPOLE BY ATLAS TOWER. SEE ELEVATION ON SHEET C-4.
- PROPOSED 44'x34' LEASE AREA BY ATLAS TOWER. SEE DETAILS ON SHEET C-3.

PROJECT INFORMATION:
WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE, UT 84116
 (SALT LAKE COUNTY)

PLANS PREPARED FOR:

 Office: (888) 609-9596

PLANS PREPARED FOR:

 3002 BLUFF STREET, SUITE 300
 BOULDER, CO 80301
 Office: (303) 448-8896

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 500 E. 84TH AVE, SUITE C10
 THORNTON, CO 80229
 OFFICE: (303) 566-9914
 www.tepgroup.net

SEAL:

0	09-07-21	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: JFM | CHECKED BY: NMC

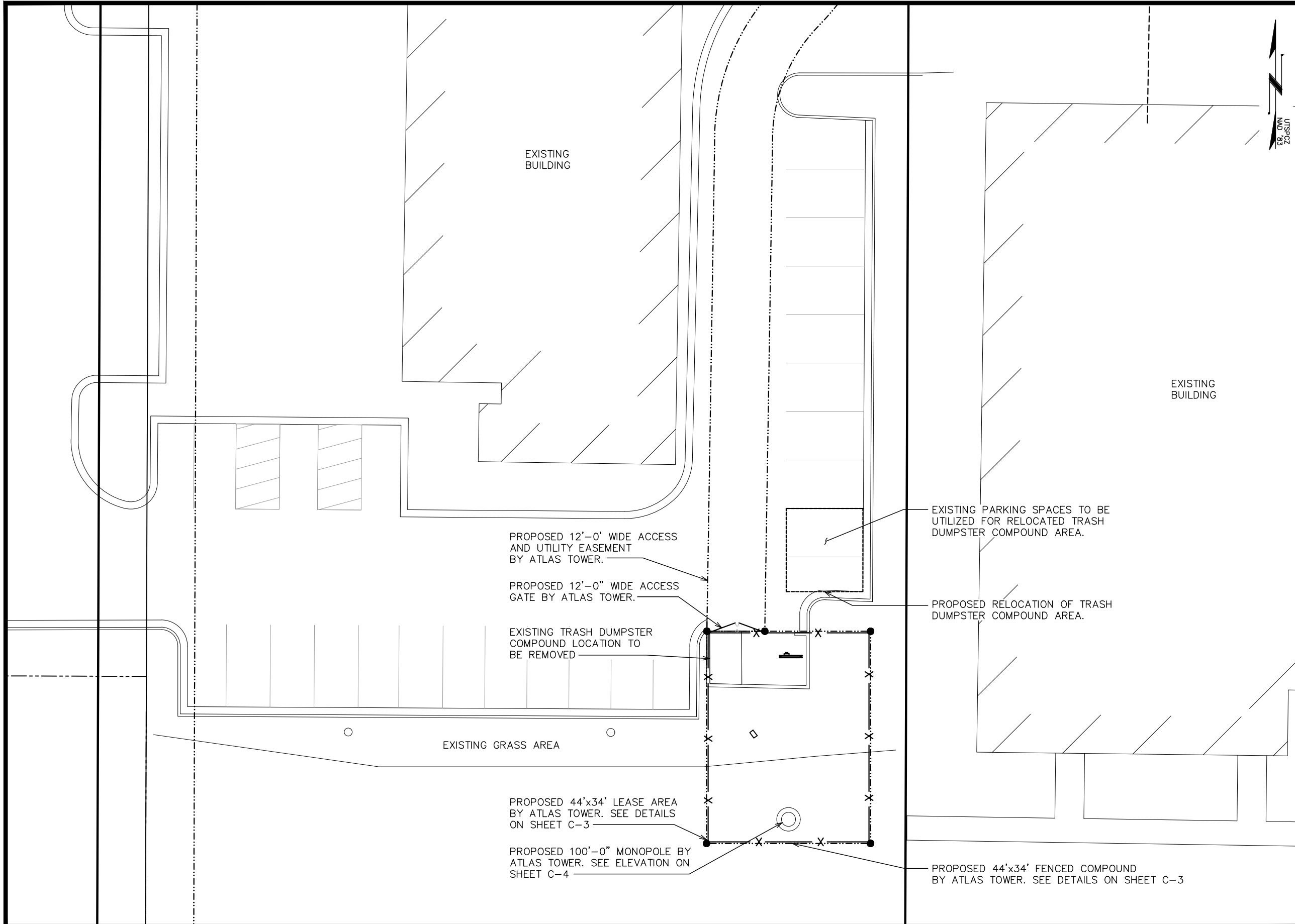
SHEET TITLE:
EXTENDED EXISTING SITE PLAN

SHEET NUMBER: **C-1** | REVISION: **0**
 TEP#305934.594059

EXTENDED SITE PLAN

SCALE: 1" = 100'





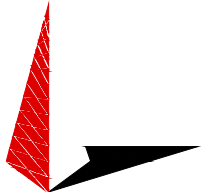
PROJECT INFORMATION:
WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE, UT 84116
 (SALT LAKE COUNTY)

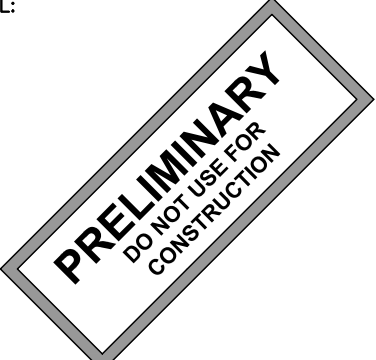
PLANS PREPARED FOR:

 Office: (888) 609-9596

PLANS PREPARED FOR:

 3002 BLUFF STREET, SUITE 300
 BOULDER, CO 80301
 Office: (303) 448-8896

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 500 E. 84TH AVE, SUITE C10
 THORNTON, CO 80229
 OFFICE: (303) 566-9914
 www.tepgroup.net

SEAL:


0	09-07-21	PRELIMINARY
REV	DATE	ISSUED FOR:

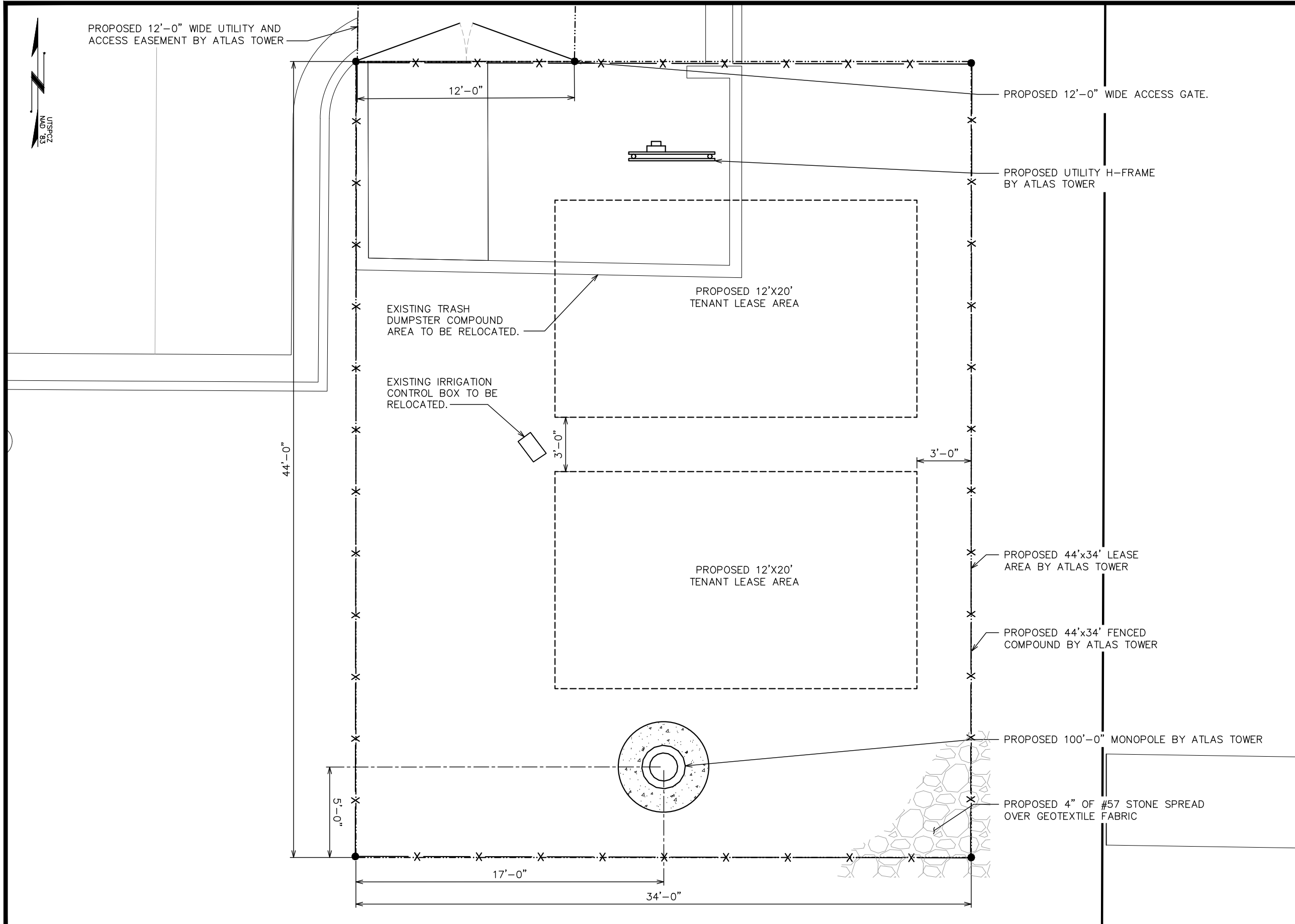
DRAWN BY: JFM | CHECKED BY: NMC

SHEET TITLE:
SITE PLAN


SHEET NUMBER: **C-2** | REVISION: **0**
 TEP#305934.594059

SITE PLAN
 SCALE: 1" = 20'



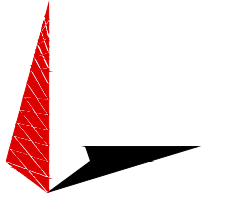


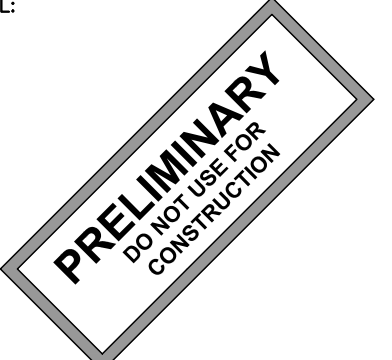
PROJECT INFORMATION:
WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE, UT 84116
 (SALT LAKE COUNTY)

PLANS PREPARED FOR:

 Office: (888) 609-9596

PLANS PREPARED FOR:

 3002 BLUFF STREET, SUITE 300
 BOULDER, CO 80301
 Office: (303) 448-8896

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 500 E. 84TH AVE, SUITE C10
 THORNTON, CO 80229
 OFFICE: (303) 566-9914
 www.tepgroup.net

SEAL:


0	09-07-21	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: JFM | CHECKED BY: NMC

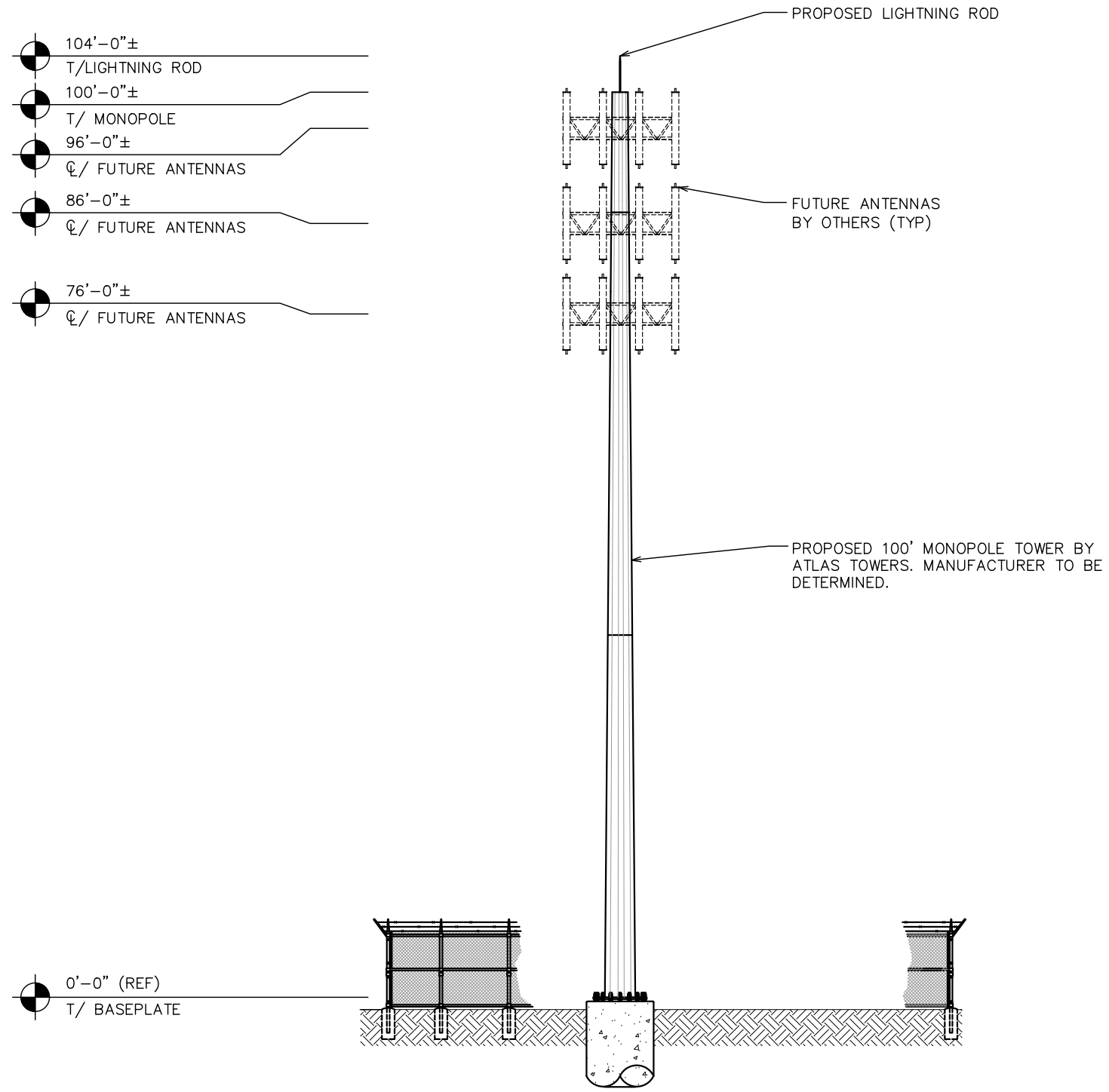
SHEET TITLE:
COMPOUND DETAIL

SHEET NUMBER: **C-3** | REVISION: **0**
 TEP#305934.594059

COMPOUND DETAIL

SCALE: 3/16" = 1'-0"




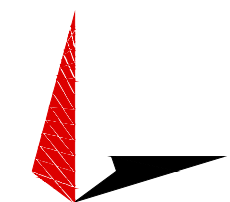


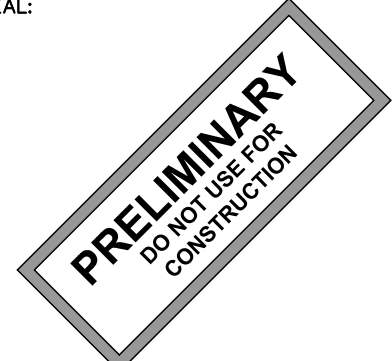
PROJECT INFORMATION:
WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE, UT 84116
 (SALT LAKE COUNTY)

PLANS PREPARED FOR:

 Office: (888) 609-9596

PLANS PREPARED FOR:

 3002 BLUFF STREET, SUITE 300
 BOULDER, CO 80301
 Office: (303) 448-8896

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 500 E. 84TH AVE, SUITE C10
 THORNTON, CO 80229
 OFFICE: (303) 566-9914
 www.tepgroup.net

SEAL:


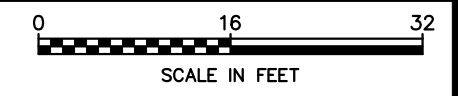
0	09-07-21	PRELIMINARY
REV	DATE	ISSUED FOR:

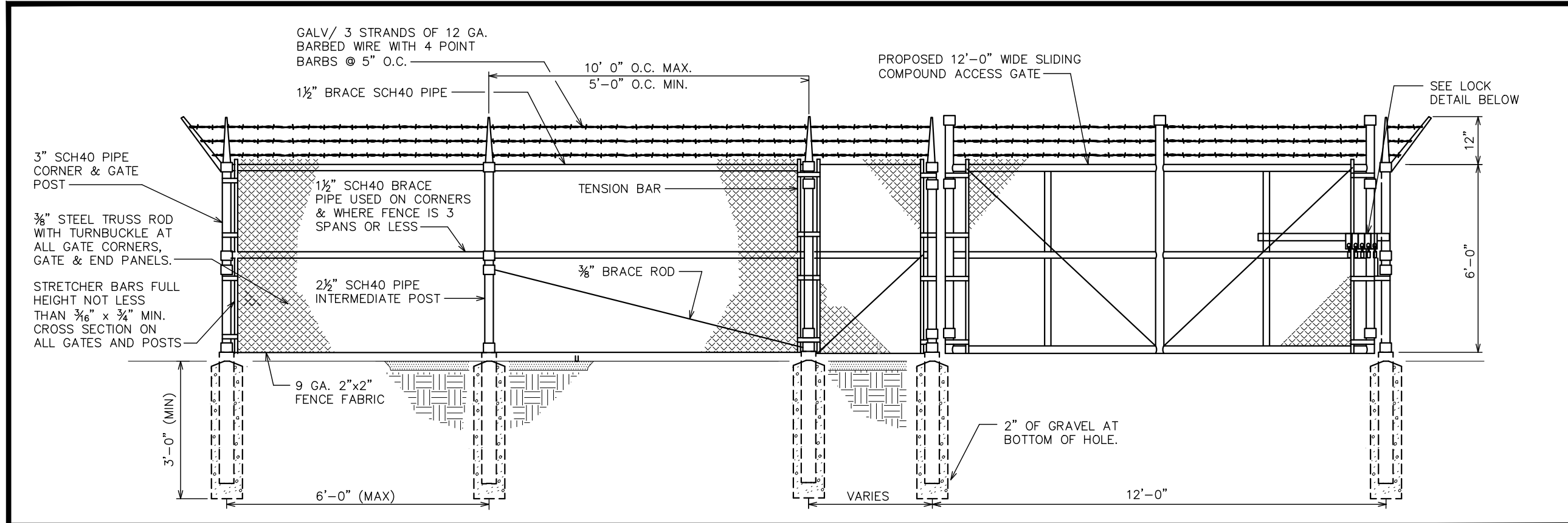
DRAWN BY: JFM | CHECKED BY: NMC

SHEET TITLE:
TOWER ELEVATION

SHEET NUMBER: **C-4** | REVISION: **0**
 TEP#305934.594059

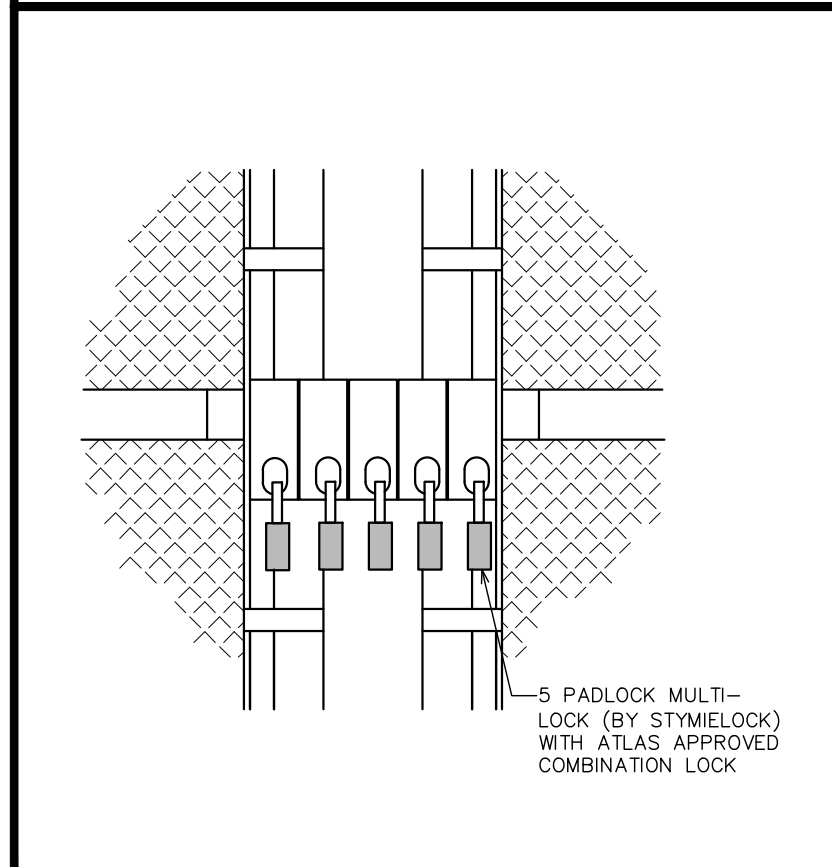
TOWER ELEVATION
 SCALE: 1/16" = 1'-0"





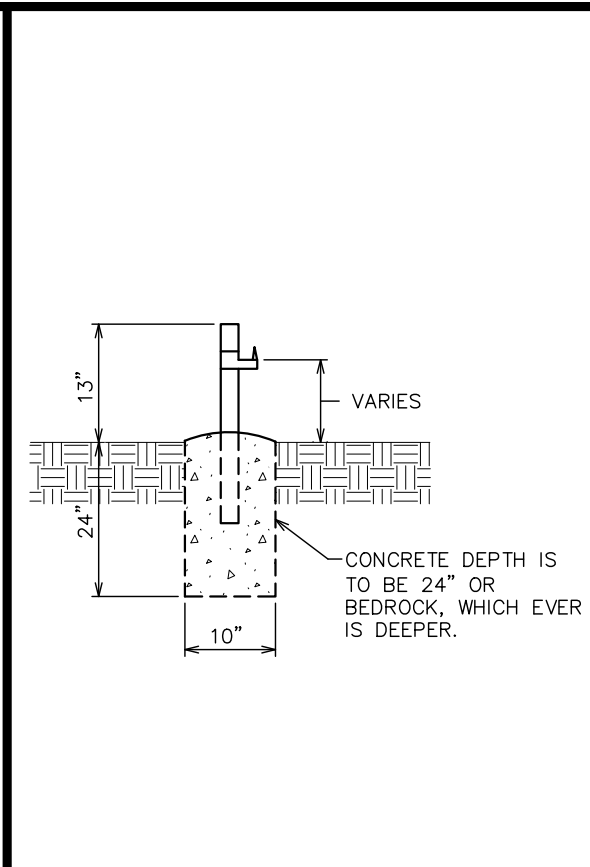
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



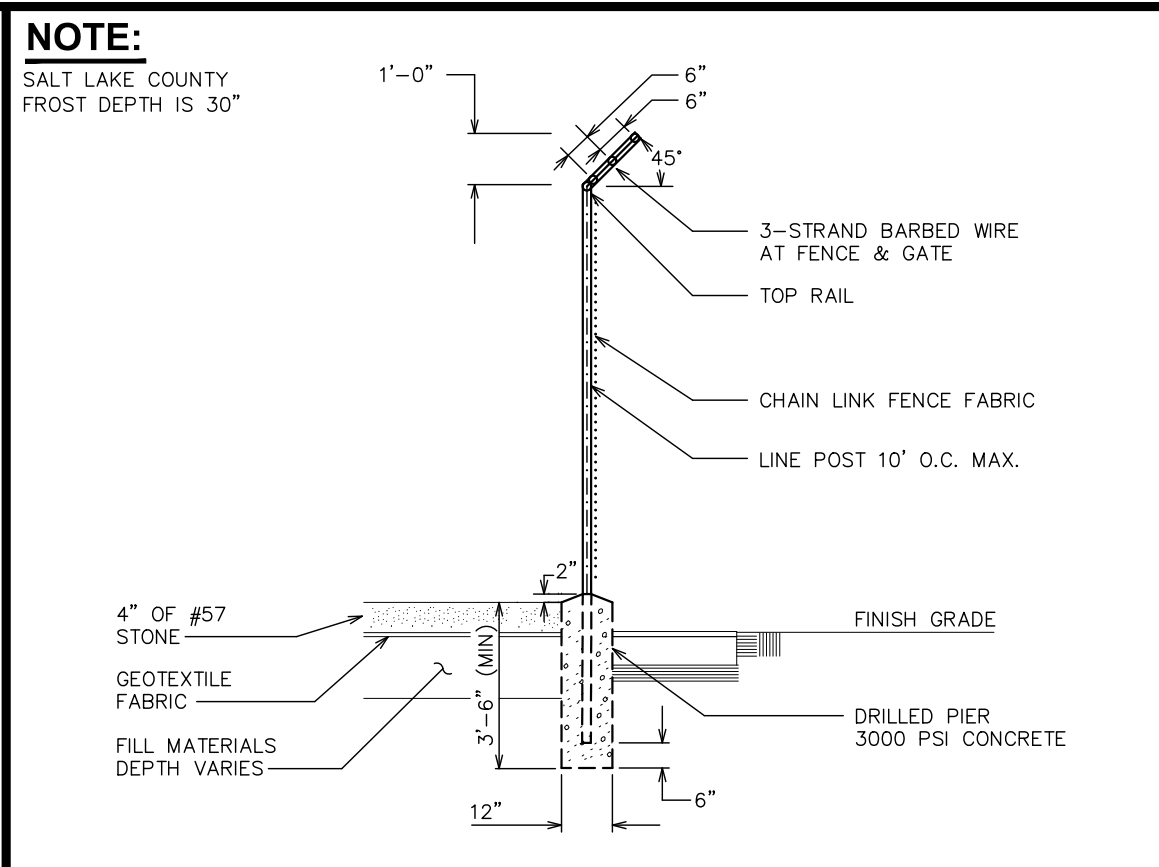
GATE LOCK DETAIL

SCALE: N.T.S.



GATE STOP/KEEPER DETAIL

SCALE: N.T.S.



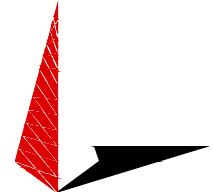
FENCE / BARBED WIRE ARM DETAIL

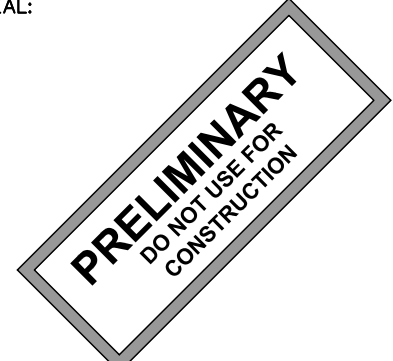
SCALE: N.T.S.

PROJECT INFORMATION:
WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE, UT 84116
 (SALT LAKE COUNTY)

PLANS PREPARED FOR:
WiBlue Inc.
 Office: (888) 609-9596

PLANS PREPARED FOR:
ATLAS TOWER
USA - INTERNATIONAL
 3002 BLUFF STREET, SUITE 300
 BOULDER, CO 80301
 Office: (303) 448-8896

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 500 E. 84TH AVE, SUITE C10
 THORNTON, CO 80229
 OFFICE: (303) 566-9914
 www.tepgroup.net

SEAL:


0	09-07-21	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: JFM | CHECKED BY: NMC

SHEET TITLE:
FENCE DETAILS

SHEET NUMBER:
C-5

REVISION:
0
 TEP#305934.594059



September 7, 2021

Atlas Tower, LLC
3002 Bluff Street, Suite 300
Boulder, CO 80301

Attention: Carri Wullner EMAIL: cwullner@atlastowers.com

Subject: Proposal for Professional Geotechnical Services
Wiley Post Tower
Near 4905 Wiley Post Way
Salt Lake City, Utah
Proposal No. 1210821

Dear Ms. Wullner:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) is pleased to provide a proposal for conducting a geotechnical study for the proposed Wiley Post Tower to be constructed near 4905 Wiley Post Way in Salt Lake City, Utah.

PROPOSED CONSTRUCTION

We understand that the site will be developed for construction of a communications tower. It is proposed to be a 100-foot tall monopole tower. The tower will likely be supported on a deep foundation system.

ANTICIPATED SUBSURFACE CONDITIONS

Based on our experience in the area, we anticipate that the subsurface soils will consist primarily of lake sediments (clay, silt and sand). We anticipate that subsurface water will be encountered within the depth investigated.

The site is located within an area mapped as having a "high" potential for liquefaction.

PROPOSED STUDY

Based on the proposed construction and the anticipated subsurface conditions, we propose to perform a geotechnical investigation to provide recommendations for design and construction. A summary of our Scope of Services is included in Exhibit A.

FEE

We propose to conduct the study as outlined in Exhibit A for a lump sum fee as presented in the following table.

Task	Fee
Subsurface Exploration	\$2,500
Laboratory Testing	\$700
Engineering Analysis & Report Preparation	\$2,100
TOTAL	\$5,300

The fee indicated for subsurface exploration assumes that the site is accessible to a truck-mounted drill rig.

SCHEDULE

We anticipate that the field study can be conducted within approximately 2 weeks of receiving notice to proceed. A report can be provided within approximately 4 weeks of receiving notice to proceed.

We appreciate the opportunity of providing this proposal to you and look forward to working with you on the project. If this proposal meets with your approval, please sign the Engineering Services Agreement and return it to this office. Issuance of our report is dependant on our receiving an executed copy of this agreement.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Christopher J. Beckman, P.E.

CJB/rs
Enclosures

cc: Arnold DeCastro EMAIL: decastro@agecinc.com

EXHIBIT A - SCOPE OF SERVICES

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

Based on the anticipated subsurface conditions and the proposed construction, we propose the following Scope of Work.

1. Field Investigation

Drill one boring at the site to a depth of approximately 50 feet below the ground surface or practical auger refusal. The boring will be drilled to observe the subsurface profile, obtain samples for laboratory testing and measure the depth to subsurface water. Slotted PVC pipe will be installed in the boring to facilitate future measurement of the subsurface water level, if encountered.

2. Laboratory Testing

Conduct a laboratory testing program to determine the following characteristics of the subsurface soil:

- Classification
- Moisture Content
- Dry Density
- Consolidation
- Strength
- Water Soluble Sulfates

3. Engineering Analysis

Analyze the results of the field and laboratory investigations to determine the following items:

- Characterize the subsurface soils.
- Determine the suitability of the subsurface soils for use in support of the proposed tower.
- Provide foundation recommendations with accompanying bearing pressures and anticipated settlements.
- Provide design parameters for axial and lateral design such as: friction angle, cohesion, unit weight and horizontal modulus.
- Provide recommendations that should be considered for construction on the on-site soil.
- Drainage considerations.

EXHIBIT A - (continued)

- Seismic characteristics.
- Site-specific liquefaction analysis.
- Suitability of the on-site soil for use as fill.
- Recommendations for imported fill.
- Fill material compaction criteria

4. Report

Prepare a report which summarizes the information obtained from the study and presents our conclusions and recommendations. The study will be conducted under the supervision of a registered professional engineer.

Date: 9/7/2021

Proposal No.: 1210821

Prepared By: Christopher J Beckman, P.E.

CLIENT INFORMATION			
Client Name:	Atlas Tower, LLC	Contact:	Carri Wullner
Billing Address:	3002 Bluff Street, Suite 300 Boulder, CO 80301	Contact Phone No.:	970-846-1653
		Contact Email:	cwullner@atlastowers.com

PROJECT INFORMATION	
Project Name:	Wiley Post Tower
Site Address:	Near 4905 Wiley Post Way Salt Lake City, Utah

FEES	
<input type="checkbox"/> Hourly Billing Rates Plus Reimbursable Expenses	Estimated Fee:
<input checked="" type="checkbox"/> Lump Sum	Lump Sum Amount: \$5,300
<input type="checkbox"/> Other (Attach Addendum specifying compensation)	

The AGEC fee schedule (the "FEE SCHEDULE") has been provided to and received by CLIENT. A copy of the FEE SCHEDULE is attached hereto within the standard proposal as Exhibit B. This Agreement may be withdrawn by AGEC if not signed by client within 90 days from the date of this Agreement. CLIENT hereby agrees that all fees and charges set forth in the FEE SCHEDULE are acceptable to CLIENT, and CLIENT further agrees to pay all fees and charges to AGEC in accordance with this AGREEMENT and the FEE SCHEDULE. A FEE SCHEDULE is not attached for a Lump Sum.

SCOPE OF SERVICES. AGEC shall provide certain specified services (the "SERVICES") on the PROJECT in accordance with this AGREEMENT, the Applied Geotechnical Engineering Consultants, Inc. Standard Terms and Conditions ("STANDARD TERMS") attached hereto, and the Scope of Services ("SCOPE OF SERVICES") attached hereto as Exhibit A or as described in the cover letter. AGEC shall not be responsible to provide any services not expressly contained in the SCOPE OF SERVICES or the STANDARD TERMS.

HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CLIENT hereby represents, warrants, and covenants to and with AGEC that:

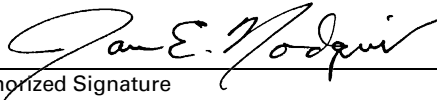
- No HAZARDOUS SUBSTANCES (as defined in the STANDARD TERMS) or HAZARDOUS CONDITIONS (as defined in the STANDARD TERMS) exist on the PROJECT or at the PROJECT SITE, except as specified as follows:
- AGEC is entitled to rely upon the above-stated representations, warranties and covenants in performing the SERVICES.

CLIENT acknowledges and confirms that AGEC is relying upon the above warranties in undertaking to perform the services described in this AGREEMENT.

ATTACHMENTS AND EXHIBITS. All attachments and exhibits referenced in or attached to this AGREEMENT are incorporated herein and are made a part of this AGREEMENT.

CLIENT has read and understood the terms and conditions set forth on this and the subsequent pages hereof and agrees that such items are hereby incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, CLIENT and AGEC have executed this AGREEMENT as of the date first-above written.

Client:	AGEC - Applied Geotechnical Engineering Consultants, Inc.
Authorized Signature	 Authorized Signature
Name (Typed or Printed) / Title	James E Nordquist / President
Federal ID No. or Social Security No. / Date	9/7/2021 / Date

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.
GEOTECHNICAL STANDARD TERMS AND CONDITIONS

The standard terms and conditions set forth herein are attached to and made a part of the Geotechnical Engineering Services Agreement (the "AGREEMENT") between Applied Geotechnical Engineering Consultants, Inc. ("AGEC"), a Utah corporation and CLIENT (as defined in the AGREEMENT).

All capitalized terms which are not specifically defined herein shall have the meanings assigned to such terms in the AGREEMENT.

ARTICLE 1. SERVICES. The SERVICES to be provided by AGEC are limited to and shall be as set forth in the SCOPE OF SERVICES attached to the AGREEMENT as Exhibit A.

ARTICLE 2. STANDARD OF CARE--LIMITATION OF DAMAGES. The SERVICES will be performed in accordance with generally accepted engineering principles and practices existing at the time of performance for the locality where the SERVICES were performed. AGEC will re-perform, without additional charge, any SERVICE which does not meet this standard. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 2, AGEC MAKES NO GUARANTEES OR WARRANTIES CONCERNING SERVICES, AND NO OTHER GUARANTEES OR WARRANTIES MAY BE IMPLIED. IN ADDITION, NOTWITHSTANDING ANY AGREEMENT TO THE CONTRARY, AGEC SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

ARTICLE 3. RIGHT OF ENTRY. CLIENT grants a right of entry to the PROJECT SITE to AGEC, its employees, agents, consultants, contractors, and subcontractors, for the purpose of performing SERVICES, and all acts, studies, and research in connection therewith, including without limitation the obtaining of samples and the performance of tests and evaluations.

ARTICLE 4. PERMITS AND LICENSES. CLIENT represents and warrants that it possesses all necessary permits and licenses required for the performance of the SERVICES and the continuation of CLIENT and AGEC's activities at the PROJECT SITE

ARTICLE 5. SAMPLING AND TESTING. Field tests or boring locations described by AGEC in any reports or shown on sketches are based on information furnished by others or estimates made in the field by AGEC. Any dimensions, depths or elevations in connection therewith are approximations and are not warranted to be exact.

ARTICLE 6. DOCUMENTS. CLIENT shall furnish, or cause to be furnished, such reports, data, studies, plans, specifications, documents and other information deemed necessary by AGEC for the proper performance of the SERVICES. AGEC shall be entitled to rely upon documents provided by the CLIENT in performing the SERVICES. All documents provided by CLIENT shall remain the property of CLIENT; provided, that AGEC shall be permitted at AGEC's discretion to retain copies of such documents for AGEC's files. All documents prepared by AGEC in connection with the performance of the SERVICES, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data calculations and estimates, shall remain the exclusive property of AGEC. CLIENT agrees that all documents of any nature furnished to CLIENT or CLIENT's agents or designees, if not paid for by CLIENT, will be returned to AGEC upon demand and will not be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by AGEC pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without AGEC's prior written permission. If CLIENT has used or uses any portion of AGEC's work without AGEC's consent, CLIENT shall indemnify and save AGEC harmless from any and all claims arising from or relating to, in any way, such unauthorized use. No part of any document AGEC delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without AGEC's prior written consent.

ARTICLE 7. AGEC PERSONNEL. AGEC'S personnel shall be present either full or part-time as determined by AGEC to provide observation and field testing of specific parts of the PROJECT (in accordance with the SCOPE OF SERVICES).

ARTICLE 8. CONTRACTORS. If contractor(s) are involved in the PROJECT, AGEC shall not be responsible for the supervision or direction of any contractor or its employees or agents, and CLIENT shall so advise the contractor(s). Neither the presence of AGEC's personnel nor any observation or testing by AGEC shall excuse any contractor in any way for the acts or omissions of the contractor. AGEC shall not be responsible for job or site safety on the PROJECT or at the PROJECT SITE, and AGEC shall not have the right or obligation to stop the work of any contractor or other person at the PROJECT SITE.

ARTICLE 9. PUBLIC LIABILITY. AGEC maintains workers' compensation and employer's liability insurance for AGEC personnel, as may be required by state law. AGEC also maintains liability and auto liability insurance as required by state law. A Certificate of Insurance evidencing the coverage currently held by AGEC may be supplied upon written request by CLIENT.

Notwithstanding any provision of the AGREEMENT to the contrary, AGEC shall not be liable or responsible for any costs, expenses, losses, damages, or liability beyond the amounts, limits, coverage, or conditions of the insurance held by AGEC. In the event any third party brings suit or claim against AGEC for any matter relating to or arising from the SERVICES, the PROJECT, or the PROJECT SITE (including, without limitation any suit alleging exposure to or damage from material, elements or constituents at or from the PROJECT or the PROJECT SITE or which is alleged to have resulted in or caused disease or any adverse health condition to any third party, or resulted in costs for remedial action, uninhabitability of the property, or other property damage), before, during or after the performance of the SERVICES, CLIENT agrees, at its sole cost and expense, to indemnify, defend and hold AGEC and its officers, employees, contractors, and representatives harmless from all costs (including without limitation attorneys fees, witness costs and court costs), expenses, losses and judgements. CLIENT shall have the right to investigate, negotiate and settle, with AGEC's concurrence, any such suit or claim, and AGEC shall cooperate in the defense of any such suit or claim.

ARTICLE 10. PROFESSIONAL LIABILITY. Unless otherwise agreed in writing by CLIENT and AGEC, AGEC liability to CLIENT or any third party in connection with or arising from any act, omission or error (including negligent or other acts, omissions or errors) for any cause and based upon any legal theory (including without limitation strict liability) shall not exceed, in the aggregate, \$50,000 or the total fee received by AGEC pursuant to this AGREEMENT, whichever is greater.

ARTICLE 11. SAMPLE HANDLING AND RETENTION. Test samples or specimens ("SAMPLES") obtained by AGEC may be consumed or substantially altered during testing and AGEC, at its sole discretion, shall dispose of any remaining residue immediately upon completion of tests, subject to the following:

- a. NON-HAZARDOUS SAMPLES. At CLIENT's written request, AGEC shall maintain preservable SAMPLES for 30 days after the report date, free of storage charges. After the initial 30 days, upon written request AGEC will retain SAMPLES for a storage charge and time period reasonably

established by AGEC. AGEC shall not be responsible or liable for the loss of any SAMPLES retained in storage.

- b. HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES. In the event that SAMPLES contain substances or constituents deemed hazardous or detrimental to health, safety, or the environment as defined by federal, state or local statutes, regulations or ordinances ("HAZARDOUS SUBSTANCES"), AGEC (i) shall after completion of testing and at client's expense return such SAMPLES to CLIENT, or (ii) using a manifest signed by CLIENT as generator, AGEC shall have such SAMPLES transported to a location selected by CLIENT for final disposal. CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such SAMPLES, plus a reasonable handling charge to AGEC. CLIENT recognizes and agrees that AGEC is acting only as a bailee of SAMPLES in possession of AGEC, and AGEC has not and shall not at any time assume title to any SAMPLES, including without limitation SAMPLES containing HAZARDOUS SUBSTANCES.

ARTICLE 12. HAZARDOUS SUBSTANCES AND HAZARDOUS CONDITIONS. CLIENT represents and warrants that upon or prior to the execution of the AGREEMENT, it has advised AGEC of any and all i) HAZARDOUS SUBSTANCES and (ii) conditions existing in, on or near the PROJECT SITE which pose a potential danger to human health, the environment, or equipment ("HAZARDOUS CONDITIONS"). CLIENT agrees to immediately advise AGEC of the existence of any HAZARDOUS SUBSTANCES or HAZARDOUS CONDITIONS of which it becomes aware during or after the performance of the SERVICES. To the maximum extent permitted by law, CLIENT shall indemnify, defend and hold AGEC harmless from and against any and all claims and liabilities resulting from:

- a. the violation by CLIENT or any other party of any federal, state or local statute, regulation or ordinance relating to the disposal or handling of HAZARDOUS SUBSTANCES;
- b. the undertaking by CLIENT or any other party of, or the arrangement for, the handling, removal, treatment, storage, transportation or disposal of HAZARDOUS SUBSTANCES;
- c. changed conditions, HAZARDOUS SUBSTANCES or HAZARDOUS CONDITIONS introduced at the PROJECT SITE by CLIENT or any other party

before, during or after the performance of the SERVICES;

- d. any allegation(s) that AGECE is a handler, generator, operator, treater, storer, transporter, or disposer under the Resources Conservation and Recovery Act of 1976, as amended, the Comprehensive Environmental Response Compensation and Liability Act, or any other similar federal, state or local regulation or law;
- e. any costs, losses, damages, claims, causes of action or liability which may be asserted against AGECE or which may arise out of any environmental clean up or response, including without limitation all attorneys fees, witness costs and court costs;
- f. any claims, causes of action or liability which may be asserted against AGECE or which may arise out of any alleged contamination of any aquifer (including without limitation any such claim which may arise as a result of contamination of certain subsurface areas, as for example when a probe, boring device or well device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and which allegedly results in the spreading of HAZARDOUS SUBSTANCES to any other areas or hydrous bodies).

ARTICLE 13. NO SUPERVISION OR REPORTING DUTIES. AGECE shall not, under any circumstances, assume control of or responsibility for the PROJECT SITE or the persons operating on the PROJECT SITE nor shall AGECE be responsible for reporting to any federal, state or local agencies any conditions at the PROJECT SITE that may present potential dangers to public health, safety or the environment. CLIENT shall promptly notify the appropriate federal, state or local agencies, or otherwise disclose, any information that may be necessary to prevent any danger to health, safety or the environment, in accordance with applicable law and in a timely manner.

ARTICLE 14. CONTAMINATED EQUIPMENT. Upon notification by AGECE to CLIENT, all laboratory and field equipment used in performing the SERVICES which, at any time and in AGECE's sole discretion, is determined to be contaminated and which, in AGECE's sole discretion, cannot be reasonably decontaminated (the "CONTAMINATED EQUIPMENT") shall become the property and responsibility of CLIENT. Upon notification, AGECE shall deliver all CONTAMINATED EQUIPMENT to CLIENT, and CLIENT shall be solely responsible for the disposal, in accordance with law, of the CONTAMINATED EQUIPMENT. CLIENT

shall pay AGECE for the fair market value to AGECE of any CONTAMINATED EQUIPMENT within 45 days from the date of the notice provided in this ARTICLE 14.

ARTICLE 15. UNFORSEEN OCCURRENCES. If, during the performance of services, any unforeseen HAZARDOUS SUBSTANCES or other unforeseen conditions or occurrences ("UNFORSEEN CONDITIONS") are encountered which, in AGECE's sole judgement significantly affect or may affect the SERVICES, the risk involved in providing the SERVICES, or the SCOPE of SERVICES, CLIENT and AGECE hereby agree to reasonably modify the AGREEMENT, including the SCOPE OF SERVICES and the FEE SCHEDULE. AGECE further agrees to provide an estimate of additional charges relating to the UNFORSEEN CONDITIONS. Any modification of the AGREEMENT shall be in writing and shall be signed by CLIENT and AGECE. If CLIENT and AGECE cannot come to a reasonable agreement with respect to a modification of the AGREEMENT as provided in this ARTICLE 15, AGECE shall have the right to terminate this AGREEMENT and to receive payment from CLIENT for all SERVICES performed by AGECE prior to the date of such termination.

ARTICLE 16. DAMAGE AT PROJECT SITE. AGECE shall not be liable for any property damage or bodily injury arising from damage to or interference with surface or subterranean structures (including without limitation pipes, tanks, telephone cables, and the like) which are not called to AGECE's attention in writing and correctly shown on the plans furnished by CLIENT in connection with the SERVICES. CLIENT acknowledges and accepts that the performance of the SERVICES, including without limitation the use of exploration and test equipment, may unavoidably affect, alter, or damage the terrain and affect subsurface, vegetation, buildings, structures and equipment at or under the PROJECT SITE. CLIENT accepts and agrees to bear all risks inherent with the performance of the SERVICES and shall not hold AGECE liable or responsible for any such effect, alteration or damage.

ARTICLE 17. FORCE MAJEURE. AGECE is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of AGECE.

ARTICLE 18. LITIGATION ASSISTANCE. The SCOPE OF SERVICES does not include costs of AGECE for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CLIENT. All such services required or requested of AGECE except for suits or claims between the parties to the AGREEMENT will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this

AGREEMENT, unless and until otherwise required by a court or arbitrator.

ARTICLE 19. CHANGES. CLIENT may make or approve changes within the SCOPE OF SERVICES. CLIENT shall pay any additional costs of such changes at the rates set forth in the FEE SCHEDULE.

ARTICLE 20. NO THIRD PARTY BENEFICIARIES. No rights or benefits are provided by the AGREEMENT to any person other than the CLIENT and AGECE and the AGREEMENT has no third-party beneficiaries.

ARTICLE 21. LEGAL ACTION. All legal actions by either party against the other arising from the AGREEMENT, or for the failure to perform in accordance with the applicable standards of care provided in the AGREEMENT, or for any other cause of action, shall be barred 2 years from the date the claimant knew or should have known of its claim; provided, however, no legal actions shall be asserted by CLIENT or AGECE after 4 years from the date of substantial completion of the SERVICES.

ARTICLE 22. BILLING. Unless otherwise expressly provided in the AGREEMENT, billings will be based on actual accrued time, test costs and expenses. CLIENT agrees to pay invoices upon receipt. If payment is not received by AGECE within 30 days of the invoice date, the amount due shall bear interest at a rate of 1.5 percent per month (18 percent per annum), before and after judgement and CLIENT shall pay all costs of collection, including without limitation reasonable attorneys' fees (provided,

however, if interest provided in this ARTICLE 22 exceeds the maximum interest allowable under any applicable law, such interest shall automatically be reduced to the maximum interest allowable by applicable law). If CLIENT has any objection to any invoice or part thereof submitted by AGECE, CLIENT shall so advise AGECE in writing, giving CLIENT's reasons, within 14 days of receipt of such invoice. Payment of the invoice shall constitute final approval of all aspects of the work performed to date as well as the necessity thereof. If the PROJECT or the AGREEMENT is terminated in whole or part prior to the completion of the SERVICES, then AGECE shall be paid for work performed prior to AGECE's receiving or issuing written notice of such termination and in addition AGECE shall be reimbursed for any and all expenses associated with the termination of the PROJECT or the AGREEMENT, including without limitation any "shut-down" costs.

ARTICLE 23. SURVIVAL. All obligations arising prior to the termination of the AGREEMENT and all provisions of the AGREEMENT allocating the responsibility or liability between CLIENT and AGECE shall survive the completion of the SERVICES and the termination of the AGREEMENT.

ARTICLE 24. INTEGRATION. The AGREEMENT and all the exhibits and attachments thereto constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by all parties thereto.

ARTICLE 25. GOVERNING LAW. The AGREEMENT shall be governed in all respect by the laws of the State of Utah unless otherwise agreed in writing between the parties.

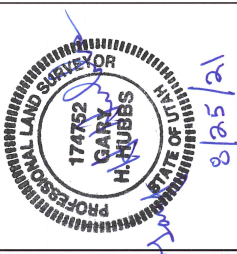
DATE:	8/24/21	
DRAWN BY:	KST	
CHECKED BY:	GHH	
FILE:	WILEY-LAQUINTA-KASH	
REVISIONS		
DATE	DESCRIPTION	INITIAL
8/24/21	SURVEY	ECI

NAD 1983 GEO. COORDS
 AT PROPOSED TOWER
 LAT = N 40° 46' 19.36"
 LONG = W 112° 00' 28.68"
 GROUND ELEV. = 4228' AMSL

ATLAS TOWER

ATLAS TOWER COMPANIES
 3002 BLUFF STREET
 SUITE 300
 BOULDER, CO 80501

PROFESSIONAL
 SURVEYORS STAMP



ECI ELECTRICAL CONSULTANTS & INC
 SALT LAKE CITY, UTAH

SITE ID:
 WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE CITY, UT 84116

S-2

NARRATIVE
 The purpose of this survey is to locate and describe a telecommunications lease parcel. The Basis of Bearing is N89°47'51"W as shown between the Street monuments found at the Intersection of Wiley Post Way and Wright Brothers Drive and Wiley Post Way and Charles Lindbergh Drive and located in a portion of Amended Lot 6, Plat 2A, Salt Lake International Center being in the Southeast Quarter of Section 36, Township 1 North, Range 2 West, SLB&M. The horizontal and vertical control is NAD 83, Utah Central Zone, U.S. Survey feet, Grid and NAVD 88 Datum based on using a Topcon HiPer "v" GPS receiver connected to the Trimble Pivot VRS System of Utah (Managed by the UTAH AGRC).

LEASE SITE DESCRIPTION
 A parcel of land for the purpose of a telecommunications lease site located in a portion of Amended Lot 6, Plat 2A, Salt Lake International Center being in the Southeast Quarter of Section 36, Township 1 North, Range 2 West, SLB&M, Salt Lake County, Utah. The boundaries of said parcel are described as follows:
 Commencing at a found Street Monument located at the intersection of Wiley Post Way and Wright Brothers Drive; thence 634.14 feet North 89°47'51" West along the street monument line; thence 504.35 feet S00°12'09"W to the **POINT OF BEGINNING**; thence S00°00'00"E 44.00 feet; thence S90°00'00"W 34.00 feet; thence N00°00'00"W 44.00 feet; thence N90°00'00"E 34.00 feet to the **POINT OF BEGINNING**.
 The above-described parcel contains 1.496 square feet or 0.034 acre, more or less.

ALL BEARINGS AND DISTANCES SHOWN ARE BASED ON NAD 83 UTAH STATE PLANE CENTRAL ZONE, U.S. SURVEY FEET, GRID.

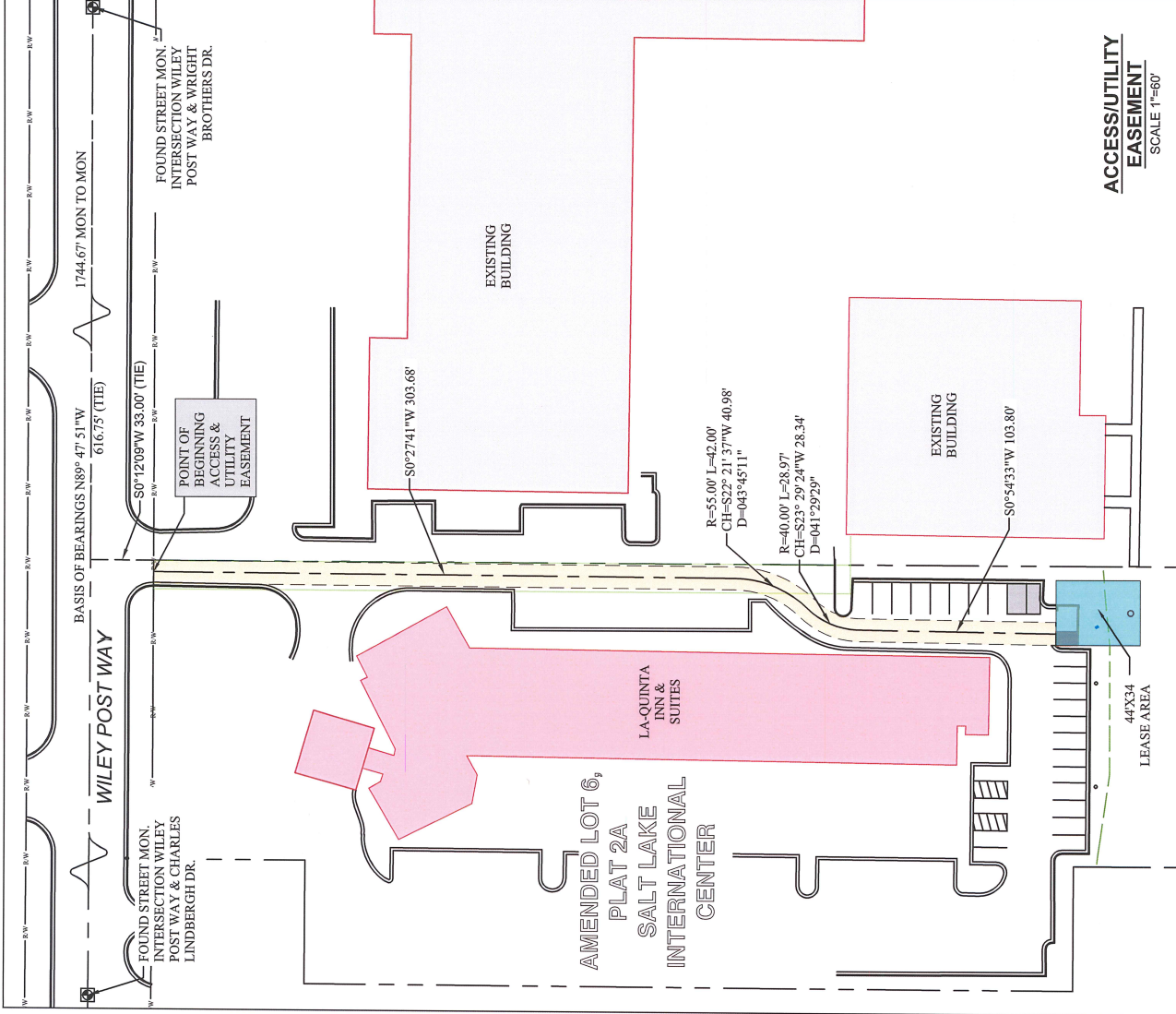
ACCESS AND UTILITY EASEMENT DESCRIPTION
 A strip of land 12 feet in width for the purpose of ingress and egress located in a portion of Amended Lot 6, Plat 2A, Salt Lake International Center being in the Southeast Quarter of Section 36, Township 1 North, Range 2 West, SLB&M, Salt Lake County, Utah, said strip being 6 feet perpendicularly distant each side of the following described centerline:

Commencing at a found Street Monument located at the intersection of Wiley Post Way and Wright Brothers Drive; thence 616.75 feet N89°47'51"W along the street monument line; thence 35.00 feet S00°12'09"W to a point on the south right of way line of said Wiley Post Way and the **POINT OF BEGINNING**; thence S00°27'41"W 303.68 feet to a point on a 55.00-foot non-tangent radius curve to the right; thence along the arc of said curve 42.00 feet (chord bears S22°21'37"W 40.98 feet) to a point on a 40.00-foot reverse curve to the left; thence along the arc of said curve 28.97 feet (chord bears S23°29'24"W 28.34 feet) thence S0°54'33"W 103.80 feet to the north line of the above described telecommunications site and terminating. The sidelines of said strip shall be prolonged or shortened so as to intersect the south right-of-way at the point of beginning and the north line of the telecommunication site at the point of termination.

The above-described easement contains 5,742 square feet or 0.132 acre, more or less.

ALL BEARINGS AND DISTANCES SHOWN ARE BASED ON NAD 83 UTAH STATE PLANE CENTRAL ZONE, U.S. SURVEY FEET, GRID.

SURVEYOR'S CERTIFICATION
 I, Gary H. Hubbs, of West Valley City, Utah, do hereby certify that I am a Registered Land Surveyor and that I hold License No. 174752 as prescribed by the State of Utah, and that I did supervise a survey of the above described Lease parcel. I further certify that all data depicted on the survey meet or exceed FAA 1A horizontal and vertical tolerances, as set forth by the FAA.



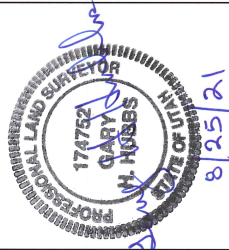
ACCESS/UTILITY EASEMENT
 SCALE 1"=60'

DATE:	8/24/21	
DRAWN BY:	KGJ	
CHECKED BY:	GHH	
FILE:	WILEY-LAQUINTA-KASH	
REVISIONS		
DATE	DESCRIPTION	INITIAL
8/24/21	SURVEY	ECI

NAD 1983 GEO. COORDS
 AT PROPOSED TOWER
 LAT = N 40° 46' 19.36"
 LON = W 112° 00' 28.88"
 GROUND ELEV = 4228' AMSL

ATLAS TOWER
 ATLAS TOWER COMPANIES
 3002 BLUFF STREET
 SUITE 300
 BOULDER, CO 80501

PROFESSIONAL
 SURVEYORS STAMP



SITE ID:
 WILEY POST-LA QUINTA
 4905 WILEY POST WAY
 SALT LAKE CITY, UT 84116

S-3

ITEMS FROM TITLE REPORT FROM OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 SCHEDULE B, PART II
 DATED JUNE 10, 2021

ITEMS #1-10, 25 ARE STANDARD ITEMS OR OUTSIDE OF SURVEY REVIEW AND ARE NOT SHOWN ON THIS PLAT.

ITEM #11: EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING IS OUTSIDE OF THE LEASE AND ACCESS EASEMENT AND NOT SHOWN ON THIS PLAT.

ITEM #12 MASTER DECLARATION OF ESTABLISHMENT OF EASEMENT, COVENANTS, CONDITIONS AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER IS NOT A SURVEY MATTER AND NOT SHOWN ON THIS PLAT.

ITEM #13: EASEMENT TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY, IS SHOWN ON THIS PLAT.

ITEM #14 RESERVATIONS CONTAINED IN THAT CERTAIN QUIT CLAIM DEED IS NOT A SURVEY MATTER AND NOT SHOWN ON THIS PLAT.

ITEM #15 RESERVATIONS CONTAINED IN THAT CERTAIN QUIT CLAIM DEED IS NOT A SURVEY MATTER AND NOT SHOWN ON THIS PLAT.

ITEM #16 EASEMENT RIGHT OF WAY IS SHOWN ON THIS PLAT.

ITEM #17 EASEMENT TO UTAH POWER & LIGHT COMPANY IS SHOWN ON THIS PLAT.

ITEM #18 EASEMENT TO UTAH POWER & LIGHT COMPANY IS SHOWN ON THIS PLAT.

ITEM #19 RIGHT OF WAY AND EASEMENT AGREEMENT IS OUTSIDE OF THE LEASE AND ACCESS EASEMENT AND NOT SHOWN ON THIS PLAT.

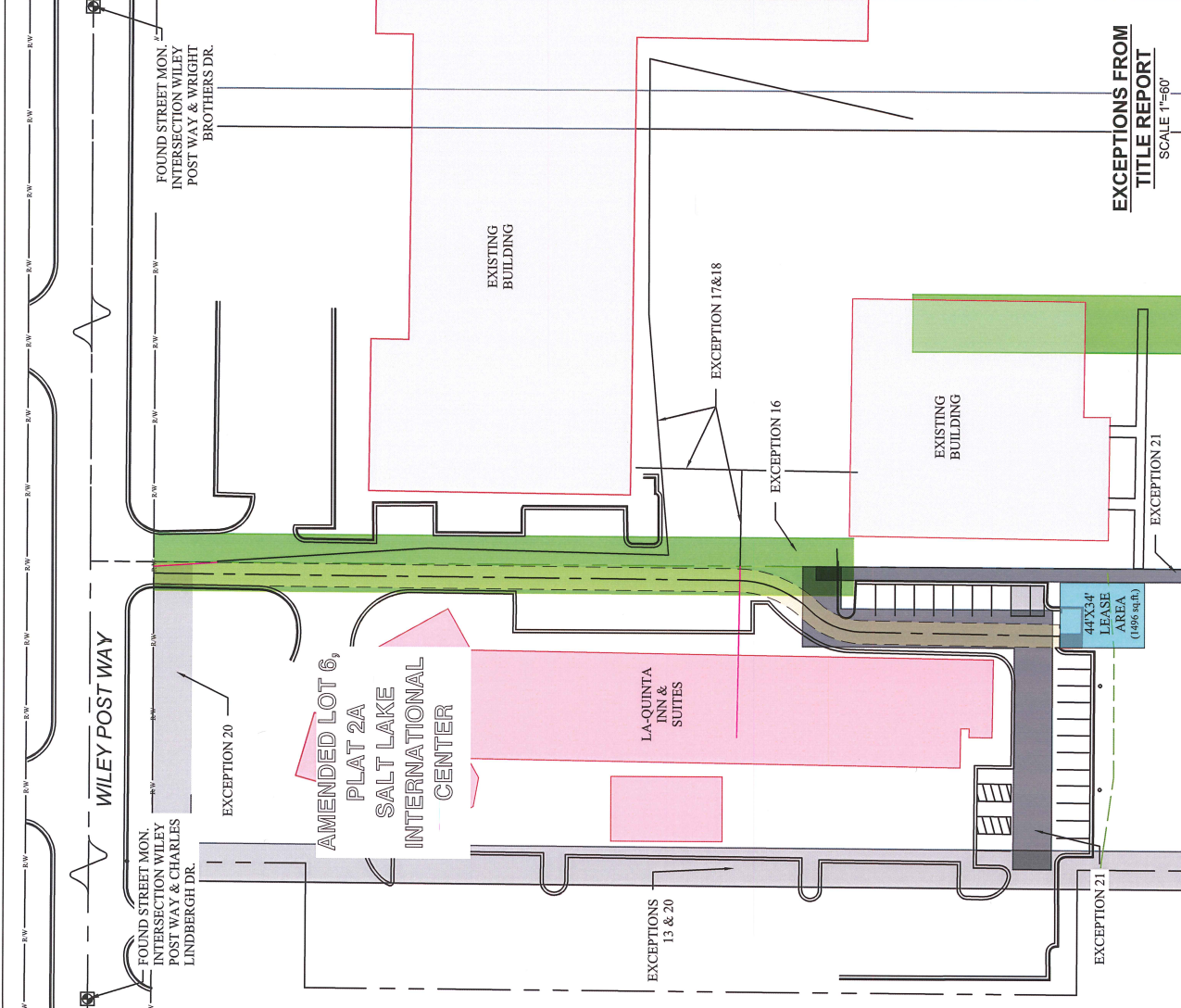
ITEM #20 EASEMENTS OFFERED FOR DEDICATION ON THE RECORDED MAP OF AMENDED LOT 6, PLAT 2A, SALT LAKE INTERNATIONAL CENTER IS SHOWN ON THIS PLAT.

ITEM #21 RECIPROCAL USE AND MAINTENANCE AGREEMENT IS SHOWN ON THIS PLAT.

ITEM #22 AVIGATION EASEMENT IS NOT A SURVEY MATTER.

ITEM #23 DEED OF TRUST IS NOT A SURVEY MATTER.

ITEM #24 DEED OF TRUST IS NOT A SURVEY MATTER.



**EXCEPTIONS FROM
 TITLE REPORT**
 SCALE 1"=60'

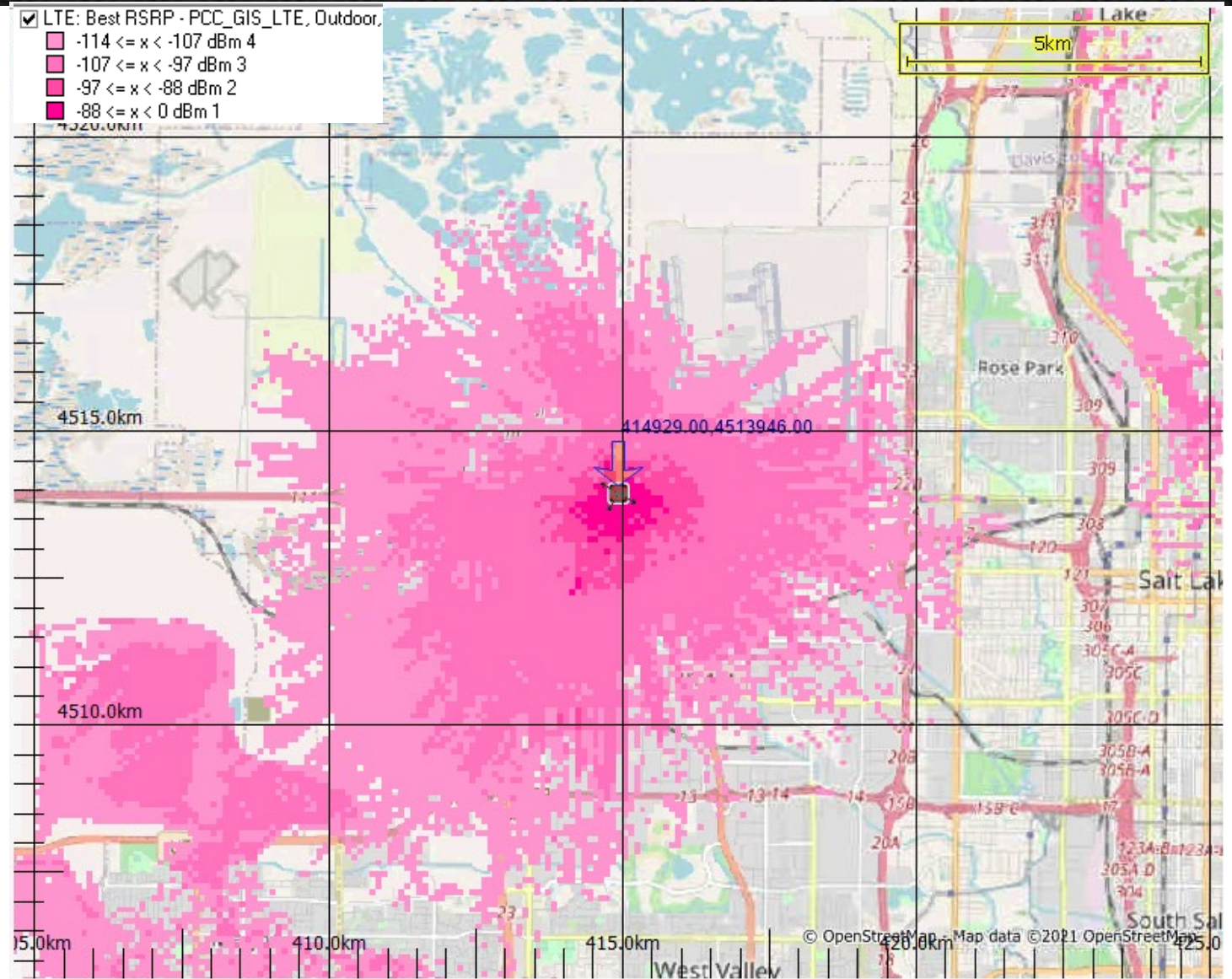
Summary:

- SL09021E is planned in Salt Lake City area west of SLC Intl. Airport. It has lots of businesses and travelling customer traffic (hotels).
- Predicted coverage plot @ RAD = 60', shows limited I-80 Lincoln highway penetration while at RAD = 96', shows better and improved signal penetration.
- RAD = 96' has very good visibility along the freeway where mobile coverage has poor/no coverage patches.
- Per iCSNE, vehicular traffic is approx. 54K vehicles/day.
- Rad = 96' will improve IBC (In-building commercial) and IBR (In-building residential) customers.
- Average Clutter height in the vicinity has 6-7 floors that makes RAD @ 96' at around 9 floors high which will be having clear penetration and will be favorable.

- | 1 feet to story = 0.09236 story
- 10 feet to story = 0.92364 story
- 20 feet to story = 1.84727 story
- 30 feet to story = 2.77091 story
- 40 feet to story = 3.69455 story
- 50 feet to story = 4.61818 story
- 100 feet to story = 9.23636 story
- 200 feet to story = 18.47273 story

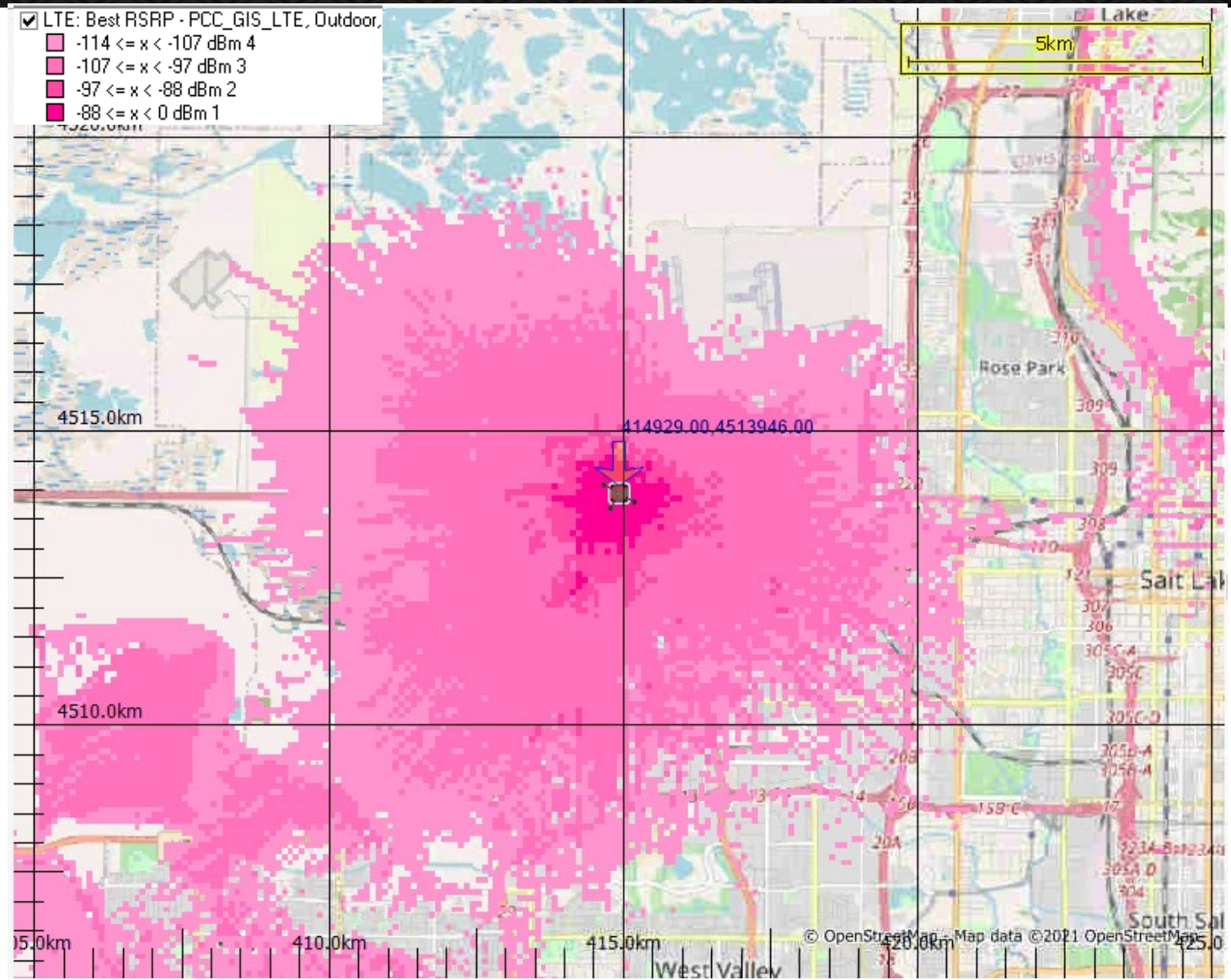
Coverage Plot (60ft height)

- SL09021E – Coverage plot with RAD at 60'



Coverage Plot (96ft height)

- SL09021E – Coverage plot with RAD at 96'



ATTACHMENT D: ANALYSIS OF STANDARDS

21A.54.080 Standards for Conditional Use

Approval Standards: A conditional use shall be approved unless the planning commission, or in the case of administrative conditional uses, the planning director or designee, concludes that the following standards cannot be met:

Standard	Finding	Rationale
1. The use complies with applicable provisions of this title	Complies	See detailed analysis below.
2. The use is compatible, or with conditions of approval can be made compatible, with surrounding uses	Complies	See detailed analysis below.
3. The use is consistent with applicable adopted city planning policies, documents, and master plans	Complies	See detailed analysis below.
4. The anticipated detrimental effects of a proposed use can be mitigated by the imposition of reasonable conditions	Complies	See detailed analysis below.

21A.54.080 Standards for Conditional Use

Approval Standards: A conditional use shall be approved unless the planning commission, or in the case of administrative conditional uses, the planning director or designee, concludes that the following standards cannot be met:

1. The use complies with applicable provisions of this title

Analysis: The proposed wireless facility will be constructed on a property in the M-1 zoning district. Wireless facilities including a monopole are allowed as Permitted Uses in the zoning district with a maximum monopole height of 60 feet. Per Section 21A.40.090(E) of the Zoning Ordinance, all monopoles taller than 60 feet in the M-1 zone require Conditional Use approval. The proposed monopole will be 100-feet tall which necessitates that it be reviewed as a Conditional Use.

Finding: The proposal complies with the applicable provisions of the Salt Lake City Zoning Ordinance, provided that the request meets the conditions recommended as part of this staff report.

2. The use is compatible, or with conditions of approval can be made compatible, with surrounding uses;

Analysis: The proposed wireless facility will be located within an industrial area of the city, surrounded by properties that are being used for a variety of industrial uses including hotel, commercial, and business office uses.

Finding:

Given the industrial nature of the area and activities that take place in the general vicinity, no detrimental impacts either visually, or otherwise are anticipated to neighboring properties. The proposal is compatible with the nature of the area.

3. The use is consistent with applicable adopted city planning policies, documents, and master plans; and

Analysis: The Northwest Quadrant Master Plan recognizes the area as being industrial

in nature. The future land use map in that plan shows that this area is anticipated to remain “light industrial” in the future.

Finding: The use is consistent with the adopted Northwest Quadrant Master Plan and the character of the area. The proposed use is listed as a conditional use in this zoning district.

4. The anticipated detrimental effects of a proposed use can be mitigated by the imposition of reasonable conditions. (Refer to Detrimental Effects Table below for details)

21a.54.080B: Detrimental Effects Determination: In analyzing the anticipated detrimental effects of a proposed use, the planning commission, or in the case of administrative conditional uses, the planning director or designee, shall determine compliance with each of the following:

Criteria	Finding	Rationale
1. This title specifically authorizes the use where it is located	Complies	A monopole up to 60-feet is allowed as a permitted use. The proposed monopole is 100-feet in height which requires conditional use approval. If the conditional use is approved according to the Zoning Ordinance process and all required standards, the proposal will not create a detrimental effect.
2. The use is consistent with applicable policies set forth in adopted citywide, community, and small area master plans and future land use maps	Complies	The use is located in an area zoned and designated by the associated master plan as “light industrial”
3. The use is well-suited to the character of the site, and adjacent uses as shown by an analysis of the intensity, size, and scale of the use compared to existing uses in the surrounding area	Complies	Surrounding the proposed wireless facility are a variety of industrial and commercial uses such as hotel, commercial, and business office uses. The use is well suited to the character of the site. The antenna will provide service connectivity to property owners and businesses in the area.
4. The mass, scale, style, design, and architectural detailing of the surrounding structures as they relate to the proposed have been considered	Complies	The proposed monopole is located in the rear parking area of an existing hotel use and does not detract from the existing architectural features of the area.
5. Access points and driveways are designed to minimize grading of natural topography, direct vehicular traffic onto major streets, and not impede traffic flows	Complies	The proposal will have no traffic impact.
6. The internal circulation system is designed to mitigate adverse impacts on adjacent property from motorized, non-motorized, and pedestrian traffic	Complies	The proposal will have no traffic impact.
7. The site is designed to enable access and circulation for pedestrian and bicycles	Complies	The proposal will have no traffic impact.
8. Access to the site does not unreasonably impact the service level of any abutting or adjacent street	Complies	The proposal will have no traffic impact.
9. The location and design of off-street parking complies with applicable standards of this code	Complies	The proposal will not require additional off-street parking.
10. Utility capacity is sufficient to support the use at normal service levels	Complies	The proposal will not require additional utility service.
11. The use is appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts	Complies	The proposal will not change the land use.
12. The use meets City sustainability plans, does not significantly impact the quality of surrounding air and water, encroach into a river or stream, or introduce any hazard or environmental damage to any adjacent property, including cigarette smoke	Complies	The proposal will not significantly impact the environment or introduce any hazard.
13. The hours of operation and delivery of the use are compatible with surrounding uses	Complies	The equipment will be serviced by a technician as needed for routing maintenance and repair.

14. Signs and lighting are compatible with, and do not negatively impact surrounding uses	Complies	The proposal will not require signs and lighting.
15. The proposed use does not undermine preservation of historic resources and structures	Complies	The proposal is not associated with any historic resources or structures.

Section 21A.40.090.E.9 Additional Conditional Use Requirements (for antennas)

In addition to conditional use standards outlined in Section 21A.54 (above) of the zoning ordinance; the following shall be considered by the Planning Commission:

- a. Compatibility of the proposed structure with the height and mass of existing buildings and utility structures;
- b. Whether collocation of the antenna on the other existing structures in the same vicinity such as other towers, buildings, water towers, utility poles, etc., is possible without significantly impacting antenna transmission or reception;
- c. The location of the antenna in relation to existing vegetation, topography and buildings to obtain the best visual screening;
- d. Whether the spacing between monopoles and lattice towers creates detrimental impacts to adjoining properties.

Analysis: Surrounding the proposed monopole are a variety of light industrial uses. Monopoles and other wireless equipment installations are common in industrial areas of the City where they are needed to provide services to businesses in the area. There are generally few if any concerns with compatibility that come up when wireless facilities are located in these areas. At 66-feet in height, the proposed monopole will be built at a height that is only 1-foot more than buildings could be built up to on the surrounding properties by right.

It would be difficult to attempt to screen the antenna with existing vegetation, topography or buildings but this should not be a problem given the industrial nature of the area.

There are no other monopoles or lattice towers in the area so spacing will not be an issue in terms creating detrimental impacts on adjoining properties. There are a number of existing power/utility lines that run along portions of the subject property and there may be considerations that need to be addressed in terms of the minimum separation requirements between the cell tower and any existing power transmission lines. The applicant will need to coordinate with Rocky Mountain Power (RMP) in terms of siting the tower to meet those separation requirements.

Finding: This project satisfies the additional requirements of Section 21A.40.090.E.7.

ATTACHMENT E: PUBLIC PROCESS AND COMMENTS

Public Notice, Meetings, Comments

The following is a list of public meetings that have been held, and other public input opportunities, related to the proposed project:

- Notice of the project and a formal letter requesting comments was sent to the Chair of the Poplar Grove Community Council (PGCC) and the Jordan Meadows Community Council (JMCC) on October 11, 2021.
- Staff sent an early notification announcement of the project to all residents and property owners located within 300 feet of the project site on October 11, 2021 providing notice about the project and information on how to give public input for the project.
- Staff hosted an online Open House to solicit public comments. The Online Open House period started on October 5, 2021 and ended on November 26, 2021.
- The 45-day recognized organization comment period expired on November 26, 2021.
- A Public Hearing with the Administrative Hearing Officer was scheduled for December 23, 2021.

Notice of the public hearing for the proposal included:

- Public hearing notice mailed: Friday December 10, 2021
- Public hearing notice sign posted on the property: Saturday December 11, 2021
- Public notice posted on City and State websites & Planning Division list serve: Friday December 10, 2021

Public Input:

The Poplar Grove Community Council did not provide any comments on the project, nor did the Jordan Meadows Community Council.

No additional public comments were submitted for this proposal from any neighboring property owners or residents.



Recognized Organization Input Notification Proposed Conditional Use

TO: Erik Lopez, Chair
Poplar Grove Community Council

FROM: Caitlyn Tubbs, AICP, Principal Planner, Salt Lake City Planning
Division (caitlyn.tubbs@slcgov.com or 385-315-8115)

DATE: October 11, 2021

RE: PLNPCM2021-00943 Conditional Use Request for a new 100 foot tall monopole.

The Planning Division has received the below request and is notifying your organization to solicit comments on the proposal:

Request Type: Conditional Use

Location: Approximately 4905 West Wiley Post Way

Zone: M-1 Manufacturing and Airport Flight Path Protection Overlay

Request Description:

The applicant, Carri Wullner, representing Atlas Towers, is requesting a Conditional Use in order to construct a new 100-foot-tall monopole at approximately 4905 West Wiley Post Way. The monopole is proposed at the rear of the property and will be approximately 5 feet in diameter.

I have attached information submitted by the applicant relating to the project to facilitate your review as well as an information sheet that outlines the project area clearly.

Request for Input from Your Recognized Organization

As part of this process, the applicant is required to solicit comments from Recognized Organizations. The purpose of the Recognized Organization review is to inform the community of the project and solicit comments/concerns they have with the project. The Recognized Organization may also take a vote to determine whether there is support for the project, but this is not required.

Per City Code 2.60.050 - The recognized community organization chair(s) have **forty five (45) days** to provide comments, from the date the notice was sent. A public hearing will not be held, nor will a final decision be made about the project within the forty five (45) day notice period. This notice period ends on the following day:

November 26, 2021

Please contact me to let me know if you would like the applicant to attend and present their proposal at one of your meetings within this 45 day period. Please indicate the day and time of your meeting and staff will coordinate with the applicant to attend your meeting. Planning staff will be available at the meeting to answer any questions related to decision standards or the decision making process.

Comment Guidance

Public comments will be received up to the date of the Planning Commission public hearing. However, you should submit your organization's comments within 45 days of receiving this notice in order for those comments to be included in the staff report.

As a Recognized Organization, we ask that you address the following questions in your comments:

- What issues were raised at the meeting and whether any suggestions were made to address the issues.
- The number of persons that attended the meeting (not including those with the applicant or City Staff).
- Whether a vote was taken on the matter and if so, what the vote tally was.

Approval Criteria for the Conditional Use Request

For your reference, the following are criteria that the Planning Commission will use to make its decision. The City's technical staff will review the project to ensure it complies with adopted policies and regulations. Input from your organization may be more general in nature but we recommend that you also consider the below approval criteria:

21A.54.080: STANDARDS FOR CONDITIONAL USES:

A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards set forth in this section. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use shall be denied.

A. Approval Standards: A conditional use shall be approved unless the planning commission, or in the case of administrative conditional uses, the planning director or designee, concludes that the following standards cannot be met:

1. The use complies with applicable provisions of this title;
2. The use is compatible, or with conditions of approval can be made compatible, with surrounding uses;
3. The use is consistent with applicable adopted city planning policies, documents, and master plans; and
4. The anticipated detrimental effects of a proposed use can be mitigated by the imposition of reasonable conditions.

B. Detrimental Effects Determination: In analyzing the anticipated detrimental effects of a proposed use, the planning commission, or in the case of administrative conditional uses, the planning director or designee, shall determine compliance with each of the following:

1. This title specifically authorizes the use where it is located;
2. The use is consistent with applicable policies set forth in adopted citywide, community, and small area master plans and future land use maps;
3. The use is well suited to the character of the site, and adjacent uses as shown by an analysis of the intensity, size, and scale of the use compared to existing uses in the surrounding area;
4. The mass, scale, style, design, and architectural detailing of the surrounding structures as they relate to the proposed have been considered;

5. Access points and driveways are designed to minimize grading of natural topography, direct vehicular traffic onto major streets, and not impede traffic flows;
6. The internal circulation system is designed to mitigate adverse impacts on adjacent property from motorized, non-motorized, and pedestrian traffic;
7. The site is designed to enable access and circulation for pedestrian and bicycles;
8. Access to the site does not unreasonably impact the service level of any abutting or adjacent street;
9. The location and design of off street parking complies with applicable standards of this code;
10. Utility capacity is sufficient to support the use at normal service levels;
11. The use is appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts;
12. The use meets city sustainability plans, does not significantly impact the quality of surrounding air and water, encroach into a river or stream, or introduce any hazard or environmental damage to any adjacent property, including cigarette smoke;
13. The hours of operation and delivery of the use are compatible with surrounding uses;
14. Signs and lighting are compatible with, and do not negatively impact surrounding uses; and
15. The proposed use does not undermine preservation of historic resources and structures.

C. Conditions Imposed: The planning commission, or in the case of administrative conditional uses, the planning director or the director's designee, may impose on a conditional use any conditions necessary to address the foregoing factors which may include, but are not limited to:

1. Conditions on the scope of the use; its character, location, hours and methods of operation, architecture, signage, construction, landscaping, access, loading and parking, sanitation, drainage and utilities, fencing and screening, and setbacks; and
2. Conditions needed to mitigate any natural hazards; assure public safety; address environmental impacts; and mitigate dust, fumes, smoke, odor, noise, vibrations; chemicals, toxins, pathogens, gases, heat, light, and radiation.

Comment Submission Address

You may submit your written comments via e-mail to caitlyn.tubbs@slcgov.com or mail them to:

**ATTN Caitlyn Tubbs
Salt Lake City Planning Division
451 S State St Rm 406
PO Box 145480
Salt Lake City UT 84114-5480**

If you have any questions, please call me at (385)-315-8115 or contact me via e-mail.



Recognized Organization Input Notification Proposed Conditional Use

TO: Joseph Arrington, Chair
Jordan Meadows Community Council

FROM: Caitlyn Tubbs, AICP, Principal Planner, Salt Lake City Planning
Division (caitlyn.tubbs@slcgov.com or 385-315-8115)

DATE: October 11, 2021

RE: PLNPCM2021-00943 Conditional Use Request for a new 100 foot tall monopole.

The Planning Division has received the below request and is notifying your organization to solicit comments on the proposal:

Request Type: Conditional Use

Location: Approximately 4905 West Wiley Post Way

Zone: M-1 Manufacturing and Airport Flight Path Protection Overlay

Request Description:

The applicant, Carri Wullner, representing Atlas Towers, is requesting a Conditional Use in order to construct a new 100-foot-tall monopole at approximately 4905 West Wiley Post Way. The monopole is proposed at the rear of the property and will be approximately 5 feet in diameter.

I have attached information submitted by the applicant relating to the project to facilitate your review as well as an information sheet that outlines the project area clearly.

Request for Input from Your Recognized Organization

As part of this process, the applicant is required to solicit comments from Recognized Organizations. The purpose of the Recognized Organization review is to inform the community of the project and solicit comments/concerns they have with the project. The Recognized Organization may also take a vote to determine whether there is support for the project, but this is not required.

Per City Code 2.60.050 - The recognized community organization chair(s) have **forty five (45) days** to provide comments, from the date the notice was sent. A public hearing will not be held, nor will a final decision be made about the project within the forty five (45) day notice period. This notice period ends on the following day:

November 26, 2021

Please contact me to let me know if you would like the applicant to attend and present their proposal at one of your meetings within this 45 day period. Please indicate the day and time of your meeting and staff will coordinate with the applicant to attend your meeting. Planning staff will be available at the meeting to answer any questions related to decision standards or the decision making process.

Comment Guidance

Public comments will be received up to the date of the Planning Commission public hearing. However, you should submit your organization's comments within 45 days of receiving this notice in order for those comments to be included in the staff report.

As a Recognized Organization, we ask that you address the following questions in your comments:

- What issues were raised at the meeting and whether any suggestions were made to address the issues.
- The number of persons that attended the meeting (not including those with the applicant or City Staff).
- Whether a vote was taken on the matter and if so, what the vote tally was.

Approval Criteria for the Conditional Use Request

For your reference, the following are criteria that the Planning Commission will use to make its decision. The City's technical staff will review the project to ensure it complies with adopted policies and regulations. Input from your organization may be more general in nature but we recommend that you also consider the below approval criteria:

21A.54.080: STANDARDS FOR CONDITIONAL USES:

A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards set forth in this section. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use shall be denied.

A. Approval Standards: A conditional use shall be approved unless the planning commission, or in the case of administrative conditional uses, the planning director or designee, concludes that the following standards cannot be met:

1. The use complies with applicable provisions of this title;
2. The use is compatible, or with conditions of approval can be made compatible, with surrounding uses;
3. The use is consistent with applicable adopted city planning policies, documents, and master plans; and
4. The anticipated detrimental effects of a proposed use can be mitigated by the imposition of reasonable conditions.

B. Detrimental Effects Determination: In analyzing the anticipated detrimental effects of a proposed use, the planning commission, or in the case of administrative conditional uses, the planning director or designee, shall determine compliance with each of the following:

1. This title specifically authorizes the use where it is located;
2. The use is consistent with applicable policies set forth in adopted citywide, community, and small area master plans and future land use maps;
3. The use is well suited to the character of the site, and adjacent uses as shown by an analysis of the intensity, size, and scale of the use compared to existing uses in the surrounding area;
4. The mass, scale, style, design, and architectural detailing of the surrounding structures as they relate to the proposed have been considered;

5. Access points and driveways are designed to minimize grading of natural topography, direct vehicular traffic onto major streets, and not impede traffic flows;
6. The internal circulation system is designed to mitigate adverse impacts on adjacent property from motorized, non-motorized, and pedestrian traffic;
7. The site is designed to enable access and circulation for pedestrian and bicycles;
8. Access to the site does not unreasonably impact the service level of any abutting or adjacent street;
9. The location and design of off street parking complies with applicable standards of this code;
10. Utility capacity is sufficient to support the use at normal service levels;
11. The use is appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts;
12. The use meets city sustainability plans, does not significantly impact the quality of surrounding air and water, encroach into a river or stream, or introduce any hazard or environmental damage to any adjacent property, including cigarette smoke;
13. The hours of operation and delivery of the use are compatible with surrounding uses;
14. Signs and lighting are compatible with, and do not negatively impact surrounding uses; and
15. The proposed use does not undermine preservation of historic resources and structures.

C. Conditions Imposed: The planning commission, or in the case of administrative conditional uses, the planning director or the director's designee, may impose on a conditional use any conditions necessary to address the foregoing factors which may include, but are not limited to:

1. Conditions on the scope of the use; its character, location, hours and methods of operation, architecture, signage, construction, landscaping, access, loading and parking, sanitation, drainage and utilities, fencing and screening, and setbacks; and
2. Conditions needed to mitigate any natural hazards; assure public safety; address environmental impacts; and mitigate dust, fumes, smoke, odor, noise, vibrations; chemicals, toxins, pathogens, gases, heat, light, and radiation.

Comment Submission Address

You may submit your written comments via e-mail to caitlyn.tubbs@slcgov.com or mail them to:

**ATTN Caitlyn Tubbs
Salt Lake City Planning Division
451 S State St Rm 406
PO Box 145480
Salt Lake City UT 84114-5480**

If you have any questions, please call me at (385)-315-8115 or contact me via e-mail.



Notification of a Project in Your Neighborhood

Conditional Use – New 100' Monopole

4905 West Wiley Post Way

Salt Lake City has received a request from Carri Wullner seeking Conditional Use approval for a new monopole approximately 100 feet in height at 4905 West Wiley Post Way in the M-1 zoning district.

This type of application requires Conditional Use approval by the Planning Commission before a building permit can be issued.

The purpose of this notice is to make you aware of the proposal and to let you know how you may obtain more information about the project early in the review process. If you would like additional information, or have questions, please contact the project planner Caitlyn Tubbs at (385)-315-8115 or caitlyn.tubbs@slcgov.com.



The application details can be accessed at <https://citizenportal.slcgov.com/> by selecting the “planning” tab, and entering the petition number **PLNPCM2021-00943**.

Notice of this application has also been sent to the community council chairs for this area. The Jordan Meadows and Poplar Grove Community Councils may choose to schedule the matter at an upcoming meeting.

ATTACHMENT F: DEPARTMENT REVIEW COMMENTS

Public Utilities - No Comments per email - Jason Draper

Building – A separate building and electrical permit will be required prior to construction – Heather Gilcrease

Engineering – No objections – Scott Weiler

Fire – No comments – Edward Itchon