

# **Staff Report**

# PLANNING DIVISION DEPARTMENT of COMMUNITY and NEIGHBORHOODS

- **To:** Salt Lake City Planning Commission
- From: Meagan Booth, Principal Planner, meagan.booth@slcgov.com, 801-535-7213
- Date: July 28, 2022

Re: PLNPCM2022-00398, 2042 N Redwood Park Lane Conditional Use for Monopole

# **Conditional Use**

**PROPERTY ADDRESS:** 2042 North Redwood Park Lane **PARCEL ID:** 08-15-454-005-0000 **MASTER PLAN:** Northwest Master Plan **ZONING DISTRICT:** M-1 Light Manufacturing District

# **REQUEST:**

Crown Castle, represented by Craig Chagnon, is requesting conditional use approval for a standalone monopole. The modification of the antenna array will bring the overall height of the pole to 62 feet. The monopole is in the rear yard of the property located at 2042 North Redwood Park Lane in the M-1 zoning district. Per the table in 21A.40.090 (E) of the Zoning Ordinance, all monopoles taller than 60 feet in the M-1 zone require Conditional Use approval.

# **RECOMMENDATION:**

Based on the information and findings in this staff report, Planning Staff recommends that the Administrative Hearing Officer approve the proposal subject to complying with all applicable regulations.

# **ATTACHMENTS:**

- A. <u>Vicinity/Zoning Map</u>
- B. Site Photos
- C. Applicant Materials
- D. <u>Analysis of Standards</u>
- E. <u>Public Process and Comments</u>
- F. Department Comments

# **PROJECT DESCRIPTION**

This petition is to request conditional use approval to increase the height of an existing standalone monopole. The existing monopole measures a height of approximately 60 feet. The pole height will remain the same, but the replacement antennas will bring the overall height to 62 feet. The electrical equipment will be in the same location as the equipment now.

# LOCATION AND BACKGROUND

The subject property is 2042 N Redwood Park Lane. There is evidence of the original building permit for the initial monopole's construction in 2004. The scope of work includes adding and replacing antennas and ground equipment as per plans. Due to the height of the new antennas, the requested modification requires conditional use approval.



# **KEY CONSIDERATIONS**

The key issues listed below have been identified through the analysis of the project, neighbor and community input, and department review comments.

# **Consideration 1: Master Plan Policies, Visual and Neighborhood Impact**

The Northwest Master Plan identifies the area along Redwood Road for light industrial use. There are no residential properties near the facility. 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. As mentioned above, this is an existing monopole that is adjacent to another monopole that has an approved conditional use permit. According to the proposed plans, the height is comparable. With a 2-foot height increase and no changes to the pole itself, increased visibility is also basically nonexistent. Utilizing an existing monopole to integrate cellular infrastructure and service minimizes the need for wall, roof, or ground-mounted antennas. Additionally, utilizing an existing monopole reduces the visual impact of additional cellular equipment and infrastructure on private property or within the city's right of way.

# DISCUSSION

A conditional use permit in the M-1 Zone allows the applicant to alter the current monopole and remove or add new antennas and equipment. The use 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 the 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**

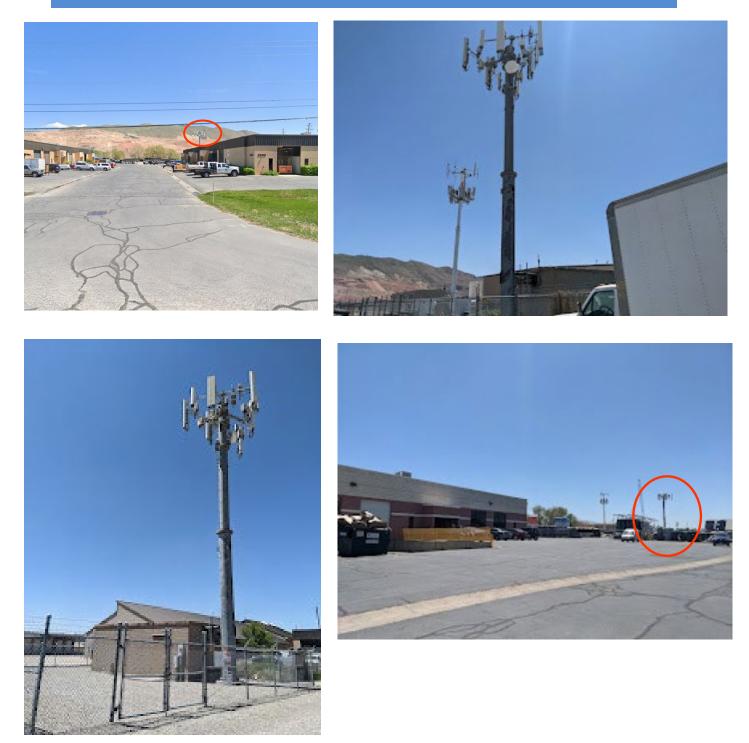
If the conditional use is approved, the applicant will be required to comply with all other departments/division requirements and obtain all necessary building permits for the project.

# ATTACHMENT A: VICINITY & ZONING MAP





# **ATTACHMENT B: SITE PHOTOS**



Top Left: Street view from Redwood Road Top Right: Existing Tower and Tower to the East Bottom Left: Existing Tower and Equipment Bottom Right: View from Neighboring Businesses/Redwood Park Ln.

# **ATTACHMENT C: APPLICANT MATERIALS**



# **Conditional Use**

Project #: Project Name: PLEAS Request:	Received By:	Date Reco	eived:	Zoning:
PLEAS	SE PROVIDE THE FOLLO			
	SE PROVIDE THE FOLLO			
Request:			ATION	
Address of Subject Property:				
Name of Applicant:			Phone:	
Address of Applicant:				
E-mail of Applicant:			Cell/Fax:	
Applicant's Interest in Subject Prop	erty:	Other:		
Name of Property Owner (if differen	nt from applicant):			
E-mail of Property Owner:			Phone:	
<b>Please note</b> that additional info information is provided for staft made public, including professio review by any interested party.	f analysis. All informati	on required for	staff analysis	will be copied and
	AVAILABLE CONS	ULTATION		
Planners are available for consu <u>zoning@slcgov.com</u> if you have	•			
WF	IERE TO FILE THE COMI	PLETE APPLICAT	TION	
Apply online through the <u>Citize</u> online.	en Access Portal. There	is a <u>step-by-ste</u>	<b>p guide</b> to lea	arn how to submit
	REQUIRED	FEE		
Filing fee of <b>\$806</b> Plus, additional cost of postage	e for mailing notice will	be assessed aft	er application	is submitted.
	SIGNATU	RE		
➔ If applicable, a notarized statem	nent of consent authori	zing applicant t	o act as an ag	ent will be required.
Signature of Owner or Agent:			Date:	

# SUBMITTAL REQUIREMENTS

# INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

I acknowledge that Salt Lake City requires the items above to be submitted before my application can be processed. I understand that Planning will not accept my application unless all of the following items are included in the submittal package.

2.Conditional Use Information Section 21A.54.080 (please attach additional sheet)

If applicable, what is the anticipated operating/delivery hours associated with the proposed use

- This is an unmanned wireless telecom facility operating 24/7.

What are the land uses adjacent to the property (abutting and across-the-street properties)

- M-1

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

- Not applicable. Unmanned facility.

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

- Not applicable. Unmanned facility.

Have you discussed the project with nearby property owners?

- No. This is an existing, approved use. Project is a non-substantial change and qualifies as an eligible facility request under Section 6409 of the Spectrum Act.

If so, what responses have you received?



March 8, 2022

CITY OF SALT LAKE, UT Planning Division 451 SOUTH STATE STREET, ROOM 406 SALT LAKE CITY, UT 84111

Via Electronic

# \*\*\*\*\*\*\*\*\*NOTICE OF ELIGIBLE FACILITIES REQUEST\*\*\*\*\*\*\*\*\*

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409 Site Address: 2030 NORTH REDWOOD ROAD, SALT LAKE CITY, UT 84116 Crown Site Number: 845637 / Crown Site Name: TOL Customer Site Number: UTL01077 / Application Number: 591615

On behalf of New Cingular Wireless PCS, LLC ("AT&T Mobility" or "Applicant"), Crown Castle USA Inc. ("Crown Castle") is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant's equipment as an eligible facilities request for a minor modification under Section 6409<sup>1</sup> and the rules of the Federal Communications Commission ("FCC").<sup>2</sup>

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.<sup>3</sup> Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law<sup>4</sup>. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started.

The proposed scope of work for this project includes:

Add or replace antennas, ancillary equipment and ground equipment as per plans for an existing carrier on an existing wireless communication facility.

<sup>2</sup> Acceleration of Broadband Deployment by Improving Wireless Facility Siting Policies, 29 FCC Rcd. 12865 (2014) (codified at 47 CFR § 1.6100); and Implementation of State & Local Governments' Obligation to Approve Certain Wireless Facility Modification Requests Under Section 6409(a) of the Spectrum Act of 2012, WT Docket No. 19-250 (June 10, 2020).

<sup>3</sup> See 47 CFR § 1.6100 (c)(3). <sup>4</sup> See 2020 Upgrade Order at paragraph 16.

The Foundation for a Wireless World

<sup>&</sup>lt;sup>1</sup> Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) (codified at 47 U.S.C. § 1455).



Phone: (801) 979-9077 www.crowncastle.com

At the end of this letter is a checklist of the applicable substantial change criteria under Section 6409. Additionally, please find enclosed the following information in support of this request:

- (1) AT&T 5G CBAND;
- (2) Construction Drawings;
- (3) Structural Analysis; and
- (4) Section 6409 Substantial Change Checklist.

As these documents indicate, (i) the modification involves the collocation, removal or replacement of transmission equipment; and (ii) such modification will not substantially change the physical dimensions of such tower or base station. As such, it is an "eligible facilities request" as defined in the FCC's rules to which the 60-day deadline for approval applies. Accordingly, Applicant requests all authorization necessary for this proposed minor modification under Section 6409.

Our goal is to work with you to obtain approvals earlier than the deadline. We will respond promptly to any request for related information you may have in connection with this request. Please let us know how we can work with you to expedite the approval process. We look forward to working with you on this important project, which will improve wireless telecommunication services in your community using collocation on existing infrastructure. If you have any questions, please do not hesitate to contact me.

Regards,

Craig Chagnon

Craig Chagnon Site Acquisition Specialist Crown Castle Agent for Applicant (801) 979-9077 Craig.Chagnon@crowncastle.com



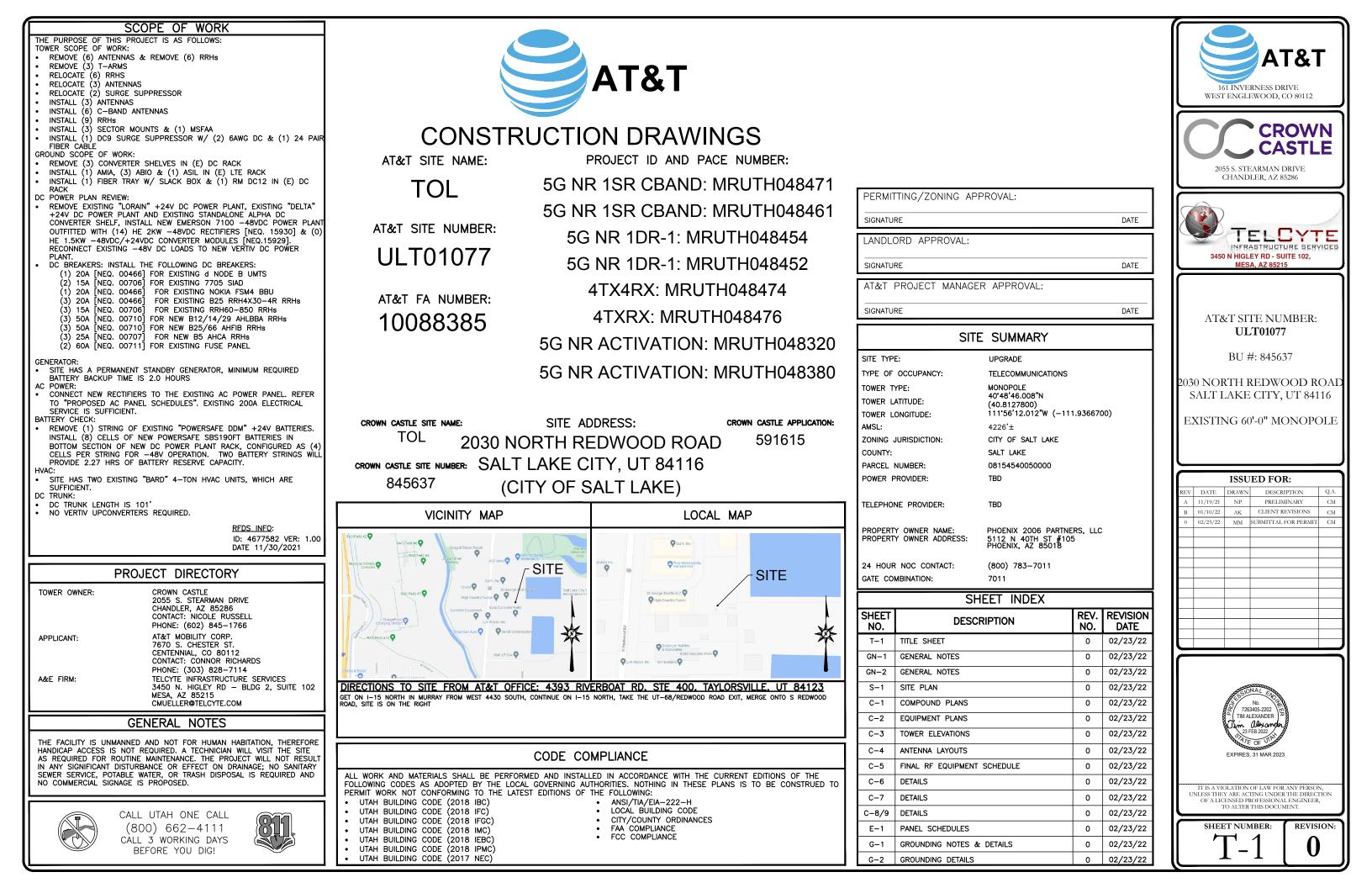
116 Inverness Dr E, Ste. 300 Englewood, CO 80112

## Section 6409 Substantial Change Checklist Towers Outside of the Public Right of Way

The Federal Communications Commission has determined that a modification substantially changes the physical dimension of a wireless tower or base station under 47 U.S.C. § 1455(a) if it meets one of six enumerated criteria under 47 C.F.R. § 1.6100. Criteria for Towers Outside the Public Rights of Way

YES/NO	Does the modification increase the height of the tower by more than the greater of:
NO	(a) 10%
	(b) or, the height of an additional antenna array plus separation of up to 20 feet from the top of
	the nearest existing antenna?
YES/NO	Does the modification add an appurtenance to the body of the tower that would protrude from the
NO	edge of the tower more than 20 feet or more than the width of the tower structure at the level of the
100	appurtenance, whichever is greater?
YES/NO	Does the modification involve the installation of more than the standard number of new equipment
NO	cabinets for the technology involved or add more than four new equipment cabinets?
YES/NO	Does the modification entail any excavation or deployment outside the current site by more than 30
NO	feet in any direction, not including any access or utility easements?
YES/NO	Does the modification defeat the concealment elements of the eligible support structure?
NO	
YES/NO	Does the modification violate conditions associated with the siting approval with the prior approval the
NO	tower or base station other than as specified in 47 C.F.R. $ 1.6100(c)(7)(i) - (iv)? $

If all questions in the above section are answered "NO," then the modification does <u>not</u> constitute a substantial change to the existing tower under 47 C.F.R. § 1.6100.



#### GENERAL NOTES

- 1. EVERY EFFORT HAS BEEN MADE IN THE CONSTRUCTION DOCUMENTS TO PROVIDE A COMPLETE SCOPE OF WORK, MINOR DISCREPANCIES IN THE DRAWINGS AND/OR SPECIFICATIONS SHALL NOT EXCLUSE CONTRACTORS FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.
- 2. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN THE CARRIER OR TS DESIGNATED REPRESENTATIVE.
- 3. BIDDING REQUIREMENTS
  - PRIOR TO THE SUBMISSION OF BIDS, VISIT THE JOB SITE TO BECOME FAMILIAR WITH а. ALL CONDITIONS AFFECTING THE PROPOSED PROJECT. VISIT THE SITE WITH THE CONSTRUCTION DOCUMENTS TO VERIFY FIELD DIMENSIONS AND CONDITIONS TO CONFIRM THAT THE PROJECT WILL BE ACCOMPLISHED AS SHOWN.
  - PROVIDE NOTIFICATION TO OWNER IN WRITING OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO SUBMISSION OF PRICE PROPOSAL. IN THE EVENT OF DISCREPANCIES, PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED OTHERWISE.
- WHEN TOWER IS OWNED BY A THIRD PARTY, CONTACT TOWER OWNER REPRESENTATIVE FOR PARTICIPATION IN BID WALK.
- WHERE ANCHORING TO A CONCRETE ROOF SLAB. CONFIRM (PRIOR TO SUBMITTING BID) THE PRESENCE OF POST TENSION TENDONS. INCLUDE PROVISIONS FOR X-RAY PRÓCEDURES TO LOCATE THE TENDONS PRIOR TO CONSTRUCTION.
- DRAWINGS ARE NOT TO BE SCALED. WRITTEN DIMENSIONS TAKE PRECEDENCE. CONSTRUCTION DOCUMENTS ARE INTENDED FOR DIAGRAMMATIC PURPOSES ONLY, UNO.
- 5. FIELD VERIFY ALL DIMENSIONS, ELEVATIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. BRING ANY DISCREPANCIES IMMEDIATELY TO THE ATTENTION OF THE OWNER AND RESOLVE BEFORE PROCEEDING WITH THE WORK.
- 6. FURNISH ALL MATERIALS, EQUIPMENT, LABOR, AND ANY REQUIREMENTS NECESSARY TO COMPLETE PROJECT AS DESCRIBED IN THE CONSTRUCTION DOCUMENTS.
- SUPERVISE AND DIRECT THE PROJECT DESCRIBED IN THE CONSTRUCTION DOCUMENTS. PROVIDE ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
- 8. ALL WORK PERFORMED ON THE PROJECT AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS. AND LOCAL AND STATE JURISDICTIONAL CODES APPLICABLE TO THE WORK.
- 9. CONSTRUCTION COORDINATION REQUIREMENTS
  - a. NOTIFY OWNER OF ANY DISCREPANCIES PRIOR TO START OF WORK.
  - OBTAIN ALL PERMITS. SCHEDULE AND COORDINATE ALL INSPECTIONS. b.
- c. PROVIDE, AT THE PROJECT SITE, A FULL, CURRENT SET OF CONSTRUCTION DOCUMENTS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT.
- RECEIVE WRITTEN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO d. STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DOCUMENTS.
- PERFORM WORK DURING OWNER'S PREFERRED HOURS TO AVOID DISTURBING NORMAL BUSINESS.
- PROVIDE FALL PROTECTION IN ACCORDANCE WITH FEDERAL, STATE, LOCAL, AND OWNER REQUIREMENTS.
- IF FAA LIGHTING AND MARKING IS PRESENT ON SITE AND IS POWERED BY а. ELECTRICAL SERVICE THAT IS TO BE INTERRUPTED, MAINTAIN THE NECESSARY LIGHTS DURING CONSTRUCTION AND NOTIFY THE PROPER AUTHORITIES IN THE EVENT OF A DISRUPTION
- PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF PROJECT AREA DURING CONSTRUCTION.
- STRUCTURAL COMPONENTS OF ADJACENT FACILITIES SHALL NOT BE ALTERED BY THIS CONSTRUCTION PROJECT, UNO. ENSURE THAT EXCAVATION DOES NOT AFFECT ADJACENT STRUCTURES.
- SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL-APPROVED MATERIALS, IF APPLICABLE.
- BURIED UTILITIES MAY EXIST IN THE AREA AND UTILITY INFORMATION SHOWN MAY NOT BE COMPLETE. CONTACT THE UTILITY LOCATE SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION.
- COORDINATE ALL POWER INSTALLATION WITH POWER COMPANY AS REQUIRED. REPORT POWER INSTALLATION COORDINATION SOLUTION(S) TO OWNER.
- m. PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.
- KEEP GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OR PREMISES. SITE SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.
- MAINTAIN THE INTEGRITY OF THE BUILDING ENVELOPE AND CONSTRUCT BARRIERS IN THE AREA OF WORK TO PREVENT DAMAGE FROM WEATHER AS WELL AS FROM CONSTRUCTION DUST AND DEBRIS.
- 10. INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO MANUFACTURER'S SPECIFICATIONS, UNO. OR WHERE LOCAL CODES OR ORDINANCES DIRECT OTHERWISE.
- 11. PROPOSED CELLULAR EQUIPMENT AND FIXTURES WILL BE FURNISHED BY OWNER AND INSTALLED BY CONTRACTOR, UNLESS NOTED OTHERWISE.

12. ANY SUBSTITUTIONS OF MATERIALS AND/OR EQUIPMENT, MUST BE APPROVED BY OWNER.

- 13. DOCUMENT ALL CHANGES MADE IN THE FIELD BY MARKING UP THE APPROVED CONSTRUCTION DRAWINGS AND SUBMITTING THE REDLINED SET TO OWNER UPON COMPLETION. DOCUMENT ALL WORK PERFORMED WITH PHOTOGRAPHS TO BE SUBMITTED WITH REDLINED CONSTRUCTION DRAWINGS.
- 14. PROVIDE SUPPORTS FOR CABLES TO THE ELEVATION OF ALL INITIAL AND FUTURE ANTENNAS IN ACCORDANCE WITH ALL MANUFACTURER'S REQUIREMENTS.

LBS

LTE

MAX

MECH

MTL

MFR

POUNDS

MAXIMUM

METAL

MECHANICAL

MANUFACTURER

LONG TERM EVOLUTION

15. CONFIRM THAT THE REQUIREMENTS OF THE STRUCTURAL ANALYSIS, MOUNT ANALYSIS AND ANY ASSOCIATED MODIFICATIONS HAVE BEEN FOLLOWED AND COMPLETED AS REQUIRED TO SUPPORT THE EQUIPMENT ASSOCIATED WITH THIS PROJECT.

#### **ABBREVIATIONS**

A/C	AIR CONDITIONING	MGR	MANAGER
AFF	ABOVE FINISHED FLOOR	MIN	MINIMUM
AGL	ABOVE GROUND LEVEL.	MISC	MISCELLANEOUS
	ABOVE GRADE LEVEL	NA	NOT APPLICABLE
AWS	ADVANCED WIRELESS SERVICE	NIC	NOT IN CONTRACT
BBU	BATTERY BACKUP UNIT	NO	NUMBER
BLDG	BUILDING	NTS	NOT TO SCALE
BLK	BLOCKING	OC	ON CENTER
CLG	CEILING	OD	OUTSIDE DIAMETER
CLC	CLEAR		PERSONAL COMMU
CONC	CONCRETE	PDU	POWER DISTRIBUTI
	CONTINUOUS		PROJECT
D	DEPTH		PROPERTY
DBL	DOUBLE	PT	PRESSURE TREATE
DEG	DEGREE	PVC	POLYVINYL CHLORI
	DIAMETER	REQ	REQUIRED
•	DIAGONAL	RF	RADIO FREQUENCY
DN	DOWN	RM	ROOM
DET	DETAIL	RO	
DWG	DRAWING	RRH	REMOTE RADIO HE
E	EXISTING	SHT	SHEET
ĒA		SIM	SIMILAR
	EL ELEVATION	SPEC	SPECIFICATION
	ELECTRICAL	SF	SQUARE FOOT
EQ	EQUAL	SS	STAINLESS STEEL
	EQUIPMENT	STL	STEEL
EXT	EXTERIOR	SUSP	
FIF	FIBER INTERFACE FRAME,	TMA	TOWER MOUNTED
	FACILITY INTERFACE FRAME	TND	TINNED
FIN	FINISH	TYP	TYPICAL
FLUOR	FLUORESCENT	UMTS	UNIVERSAL MOBILE
FLR	FLOOR		TELECOMMUNICATIO
FT	FOOT, FEET	UNO	UNLESS NOTED OT
GA	GAUGE	VERT	VERTICAL
GALV	GALVANIZED	W/	WITH
GC	GENERAL CONTRACTOR	w/o	WITHOUT
GRND	GROUND	wcs	WIRELESS COMMUN
GSM	GLOBAL SYSTEM MOBILE		SERVICE
GYP	GYPSUM BOARD	WP	WATER PROOF
HORZ	HORIZONTAL		
HR	HOUR		
HT	HEIGHT		
ID	INSIDE DIAMETER		
IN	INCH, INCHES		
INSUL	INSULATION		
INT	INTERIOR		
L	LENGTH		
LBS	POUNDS		

TER DIAMETER AL COMMUNICATION SERVICE DISTRIBUTION UNIT RE TREATED

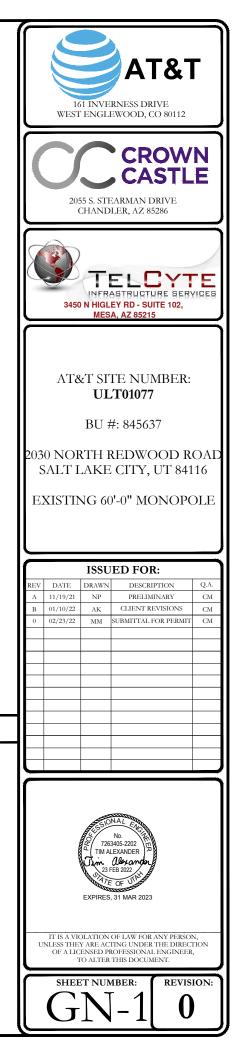
- YL CHLORIDE
- REQUENCY
- OPENING
- RADIO HEAD
- CATION
- FOOT
- SS STEEL
- DED
- MOUNTED AMPLIFIER

- AL MOBILE IMUNICATION SERVICE
- NOTED OTHERWISE
- SS COMMUNICATION
- PROOF

## PROJECT NOTES

1.	THE FOLLOWING INFORMATION HAS THIS PROJECT AND HAS NOT BEEN PROJECT. a. SITE LAYOUT INFORMATION AND b. EXISTING TOWER, MOUNT AND c. DESIGN PACKAGE BASED ON	FIELD ND ORI D EQUIF
2.	A STRUCTURAL ANALYSIS TO DETER THIS PROPOSED EQUIPMENT WAS P THE SCOPE OF THIS PROJECT. a. STRUCTURAL ANALYSIS BY: b. DATED: c. RESULTS:	ERFOR
3.	A MOUNT ANALYSIS TO DETERMINE PROPOSED EQUIPMENT WAS PERFOI SCOPE OF THIS PROJECT. a. MOUNT ANALYSIS BY: b. DATED: c. RESULTS:	
4.	CONFIRM THAT THE REQUIREMENTS	OF TH

ASSOCIATED MODIFICATIONS HAVE BEEN FOLLOWED AND COMPLETED AS REQUIRED TO SUPPORT THE EQUIPMENT ASSOCIATED WITH THIS PROJECT



PROVIDED BY CROWN CASTLE FOR VERIFIED AS PART OF THIS

IENTATION IPMENT ELEVATIONS APPLICATION #: PENDING v0

THE TOWER CAPACITY TO SUPPORT RMED FOR CROWN CASTLE OUTSIDE

RS ING ING

MOUNT CAPACITY TO SUPPORT THIS FOR CROWN CASTLE OUTSIDE THE

IGY )9/2022ACE EXISTING MOUNT

HE STRUCTURAL ANALYSIS AND ANY

### SITE NOTES:

WHEN SITE WORK IS INCLUDED IN SCOPE:

## a. CLEAR AND GRUB SITE OF ALL VEGETATION, PAVING, GRAVEL BASE AND OTHER DEBRIS NOT TO REMAIN. SUBGRADES ARE TO BE SET PRIOR TO LANDSCAPE INSTALLATION. b. PROVIDE ELEVATION OF SUBGRADE WITHIN 0.10 FOOT OF ELEVATIONS SHOWN ON PLAN MINUS DEPTH OF TOPSOIL, FILL, AND MULCH.

- C. ROUGH GRADE ALL AREAS WITHIN 1 FOOT OF ELEVATIONS INDICATED BEFORE PLANTING. PROVIDE POSITIVE DRAINAGE AWAY FROM EQUIPMENT SLABS, BUILDINGS AND THROUGH ALL PLANTER AREAS TO AVOID LOW SPOTS AND STANDING WATER.
- d. BLEND NEW GRADES NATURALLY INTO EXISTING GRADES.
- e. MAINTAIN POSITIVE DRAINAGE ON THE SITE AT ALL TIMES.
- f. IF REQUIRED, MAINTAIN CONTINUOUS EROSION CONTROL ON THE DOWNSTREAM SIDE OF THE SITE.
- g. IN LANDSCAPE AREAS, FINISH GRADES ARE TO FOLLOW THE GRADES AND EDGE DETAILS INDICATED AND BE MOUNDED 6 INCHES IN THE CENTER OF THE BED ABOVE THE EDGE OF THE LANDSCAPE AREA.
- h. DO NOT PLACE FILL OR EMBANKMENT MATERIAL ON FROZEN GROUND. DO NOT PLACE FROZEN MATERIALS, SNOW OR ICE IN ANY FILL OR EMBANKMENT.
- i. NOTIFY OWNER IF MODIFICATIONS TO THE PROPOSED GRADING SEEM NECESSARY AND OBTAIN APPROVAL PRIOR TO START OF WORK.
- 2. FOOTINGS SHALL BEAR ON FIRM, NATURAL, UNDISTURBED SOIL, OR ON ENGINEERED FILL (COMPACTED TO 95% ASTM D1557). ENSURE THAT EXCAVATIONS ARE FREE OF ORGANIC MATERIAL, DEBRIS, OR OTHER FOREIGN MATERIAL. NOTIFY OWNER IF ANY UNUSUAL CONDITIONS ARE ENCOUNTERED.
- 3. FILL AND SLAB BASE MATERIAL SHALL BE 3/4" MINUS CRUSHED ROCK PLACED IN 8" (MAXIMUM) LOOSE LIFTS AND COMPACTED TO 98% ASTM D1557.

#### CONCRETE NOTES:

CONCRETE AND REINFORCING SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

CONCRETE CONSTRUCTION	ACI 318, f'c=4 KSI, UNO
CEMENT	ASTM C150, PORTLAND CEMENT TYPE II, UNO
REINFORCING STEEL	ASTM A615 (INCLUDING SUPPLEMENT S1), GRADE 60, fy=60 KSI, UNO
WELDED WIRE FABRIC	ASTM A185
SPIRAL REINFORCEMENT	ASTM A615, GRADE 60, fy=60 KSI
ANCHOR BOLTS	ASTM A307
GRADE 60 REBAR WELDING	ASTM A706

NOTES: ANY BARS SO NOTED ON THE DRAWINGS SHALL BE GRADE 40, fy=40 KSI. REINFORCING COMPLYING WITH ASTM A615(S1) MAY BE WELDED ONLY IF MATERIAL PROPERTY REPORTS INDICATING CONFORMANCE WITH WELDING PROCEDURES SPECIFIED IN A.W.S. D14 ARE SUBMITTED.

2. CONCRETE PROTECTION (COVER) FOR REINFORCING STEEL SHALL BE AS FOLLOWS:

FOOTINGS AND OTHER UNFORMED	SURFACES, EARTH FACE	3 <b>"</b>
FORMED SURFACES EXPOSED	(≥ #6 BARS)	2"
TO EARTH OR WEATHER	(≤ #5 BARS)	1 1/2"
SLABS AND WALLS	(INTERIOR FACE)	3/4"

- AIR ENTRAIN ALL CONCRETE WITH SURFACES EXPOSED TO WEATHER WITH AN 3. AIR-ENTRAINING AGENT CONFORMING TO ASTM C260, C494, C618, C989 AND C1017. AIR ENTRAIN CONCRETE EXPOSED TO FREEZING AND THAWING WHILE MOIST IN ACCORDANCE WITH ACI 318, SECTION 4.4.1.
- DETAIL REINFORCING STEEL (INCLUDING HOOKS AND BENDS) IN ACCORDANCE WITH AC1 315 AND 318. LAP ALL CONTINUOUS REINFORCEMENT AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". PROVIDE CORNER BARS AT ALL WALL AND FOOTING INTERSECTIONS. LAP CORNER BARS AT LEAST 30 BAR DIAMETERS OR A MINIMUM OF 2'-0". LAP ADJACENT MATS OF WELDED WIRE FABRIC A MINIMUM OF 8" AT SIDES AND ENDS.
- 5. PERFORM WELDING OF GRADE 60 REINFORCING BARS (IF REQUIRED) USING LOW HYDROGEN ELECTRODES. PERFORM WELDING OF GRADE 40 REINFORCING BARS (IF REQUIRED) USING E70 XX ELECTRODES. DO NOT WELD WITHIN 4" OF COLD BENDS IN REINFORCÍNG STEEL.
- 6. DO NOT FIELD BEND REINFORCING PARTIALLY EMBEDDED IN CONCRETE UNLESS SPECIFICALLY SO DETAILED OR APPROVED BY THE ENGINEER.
- 7. SUPPORT BARS ON CHAIRS OR DOBIE BRICKS.
- 8. FURNISH NON-SHRINK GROUT BY AN APPROVED MANUFACTURER. MIX AND PLACE IN STRICT ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED RECOMMENDATIONS. GROUT STRENGTH SHALL BE AT LEAST EQUAL TO THE MATERIAL ON WHICH IT IS PLACED (4 KSI, MINIMUM)
- 9. ALL EXPANSION ANCHORS TO BE HILTI BRAND, UNO. TEST ADHESIVE ANCHORS TO CONFIRM CAPACITY UNLESS WAIVED BY ENGINEER AND LOCAL JURISDICTION.

#### STRUCTURAL STEEL NOTES:

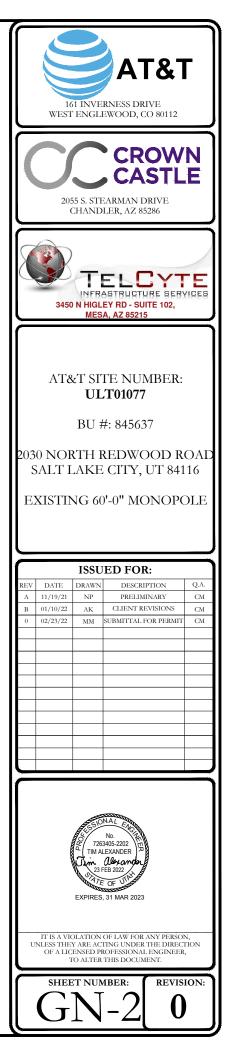
1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING REQUIREMENTS: WIDE FLANGE SHAPES SHAPES, PLATES, ANGLES, & RODS SPECIAL SHAPES AND PLATES PIPE COLUMNS STRUCTURAL TUBING ANCHOR BOLTS CONNECTION BOLTS

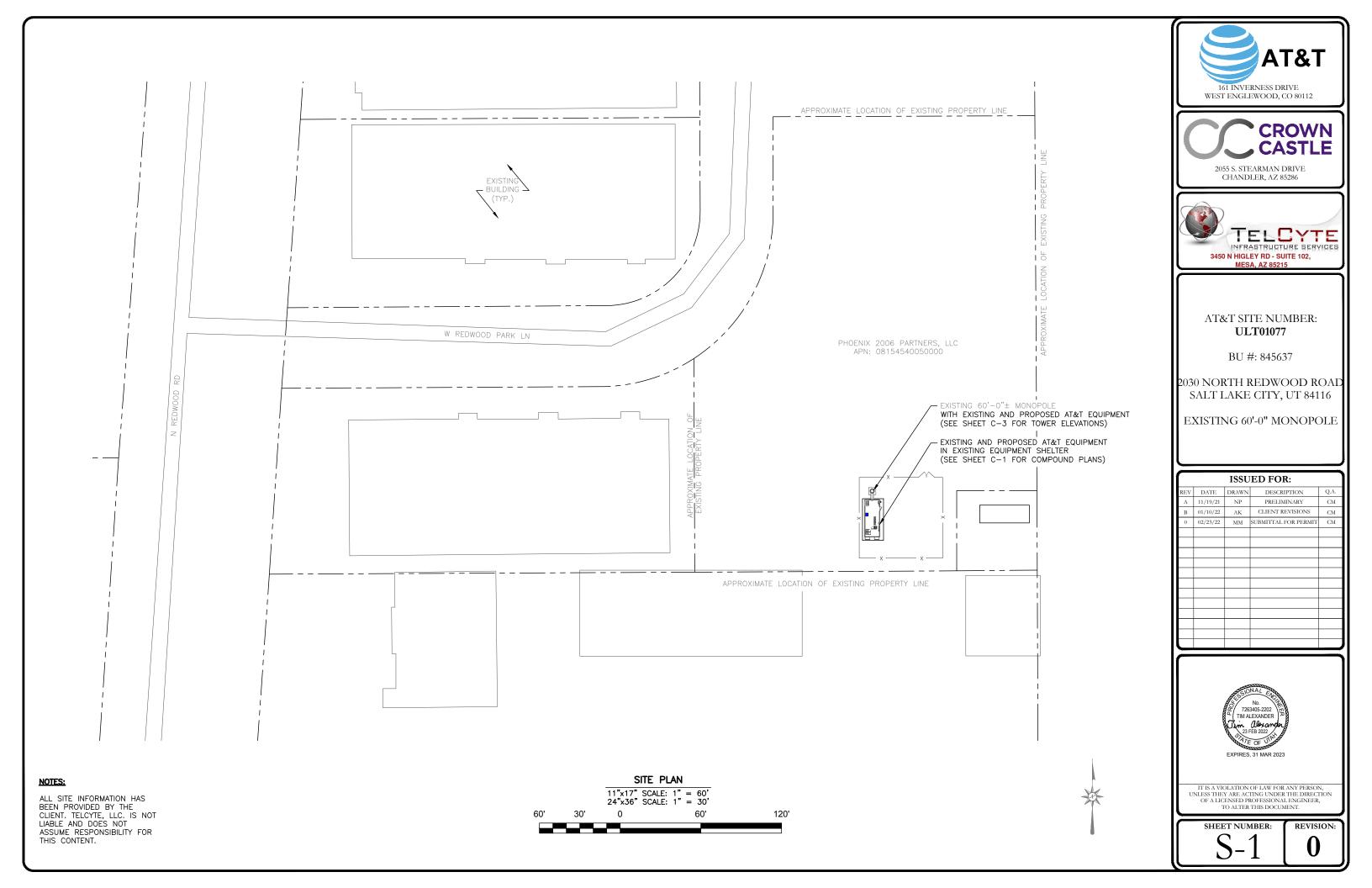
ASTM A992, GRADE 50 ASTM A36, Fy 36 KSI ASTM A572, Fy 50 KSI ASTM A53, GR B, Fy 35 KSI ASTM A500, GR B, Fy 46KSI ASTM A307 ASTM A325 TWIST-OFF

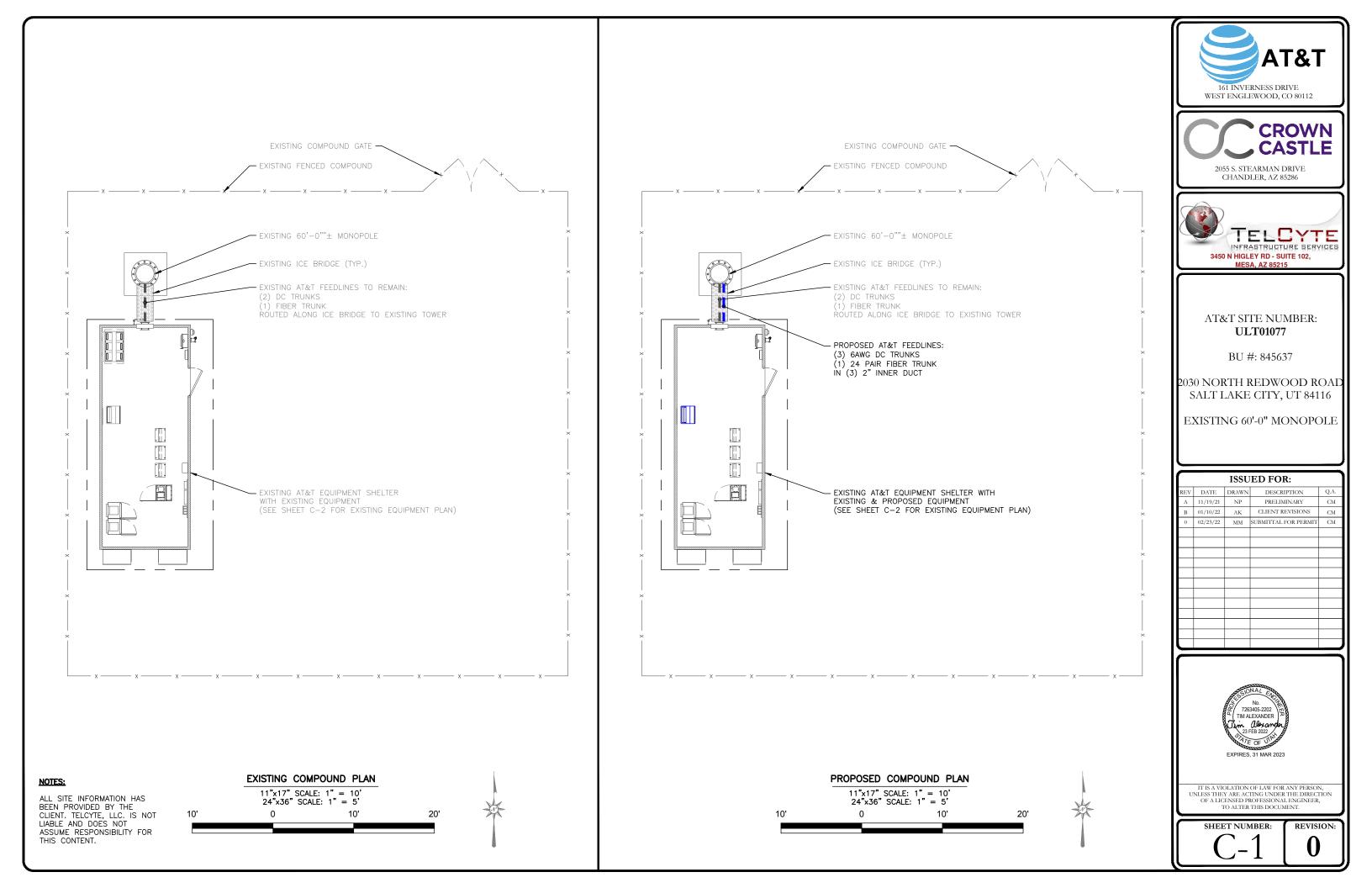
- 2. BASE STRUCTURAL STEEL DESIGN, FABRICATION AND ERECTION (INCLUDING FIELD WELDING, HIGH STRENGTH FIELD BOLTING, EXPANSION BOLTS, AND THREADED EXPANSION ANCHORS) ON THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION.
- 3. HOT DIP GALVANIZE AFTER FABRICATION PER A123/A123M-00 ALL STEEL EXPOSED TO WEATHER AND WHERE NOTED.
- 4. CONFORM TO ALL AISC AND AWS STANDARDS FOR WELDING. PERFORM WELDING BY ANSI/AWS D1.1 CERTIFIED WELDERS USING E70 XX ELECTRODES. USE ONLY PRE-QUALIFIED WELDS AS DEFINED BY AWS.
- 5. PROVIDE COLD-FORMED STEEL FRAMING MEMBERS OF THE SHAPE, SIZE, AND GAGE SHOWN ON THE PLANS. PROVIDE MINIMUM SECTION PROPERTIES INDICATED. ALL COLD-FORMED STEEL FRAMING SHALL CONFORM TO THE AISI "SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS."
- 6. FOR BOLTED CONNECTIONS, USE 3/4" DIA., BEARING-TYPE, A325 BOLTS WITH A MINIMUM OF TWO BOLTS, UNO.
- 7. FOR NON-STRUCTURAL CONNECTIONS FOR STEEL GRATING, USE 5/8" DIA. A307 BOLTS, LINO
- 8. PREPARE AND PAINT IN ACCORDANCE WITH THE PAINT MANUFACTURERS WRITTEN INSTRUCTIONS, UNO.
- 9. TOUCH UP ALL FIELD DRILLING, WELDING AND CUT SURFACES WITH 2 COATS OF GALVACON (ZINC RICH PAINT) OR APPROVED EQUAL.

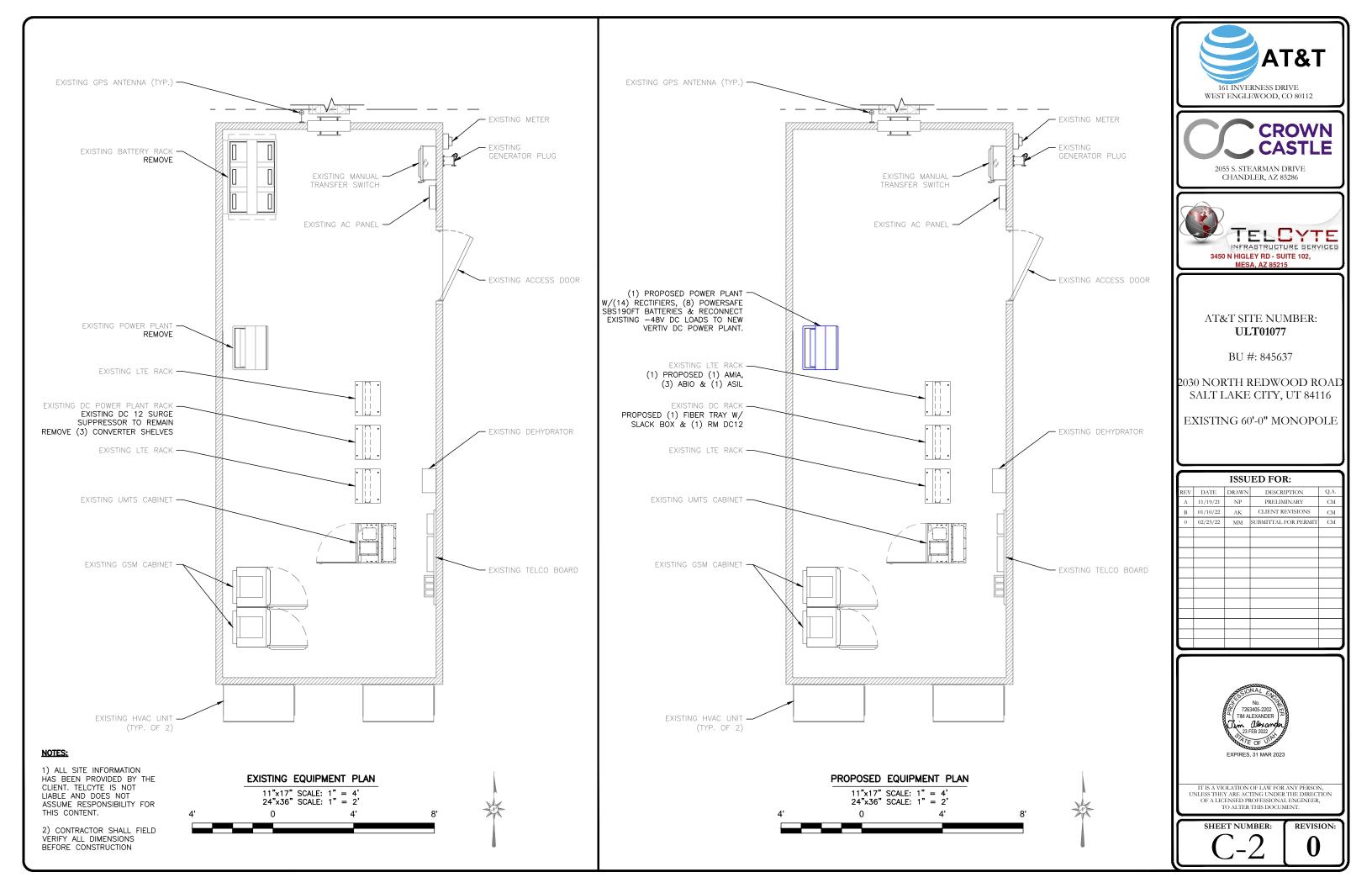
#### SPECIAL INSPECTIONS:

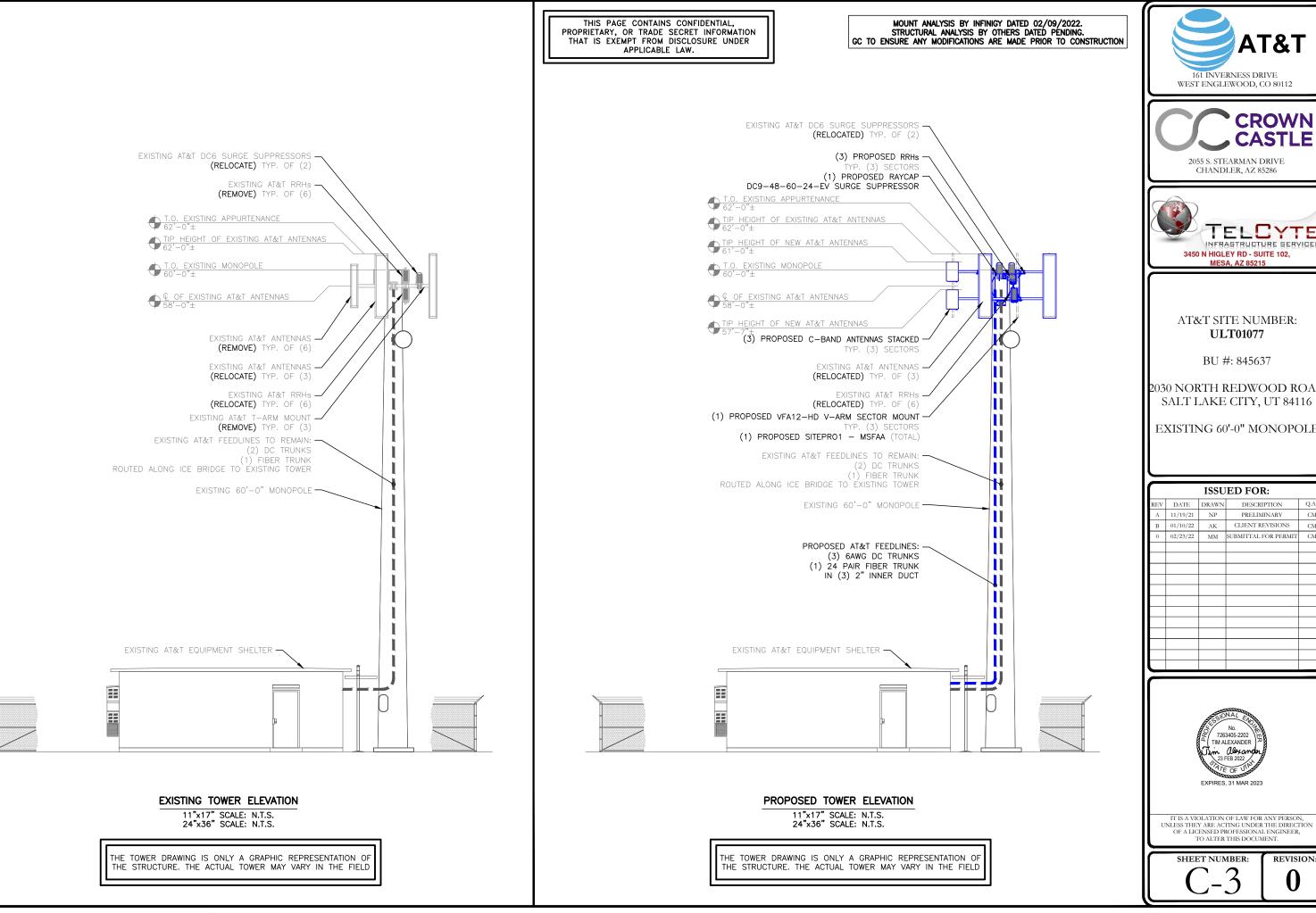
- 1. WHEN REQUIRED, PROVIDE SPECIAL INSPECTIONS PERFORMED BY AN INDEPENDENT INSPECTOR, APPROVED BY OWNER'S REPRESENTATIVE AND THE LOCAL JURISDICTION.
- 2. THE SPECIAL INSPECTOR SHALL PROVIDE A COPY OF THE REPORT TO THE OWNER'S REPRESENTATIVE, STRUCTURAL ENGINEER, CONTRACTOR, AND BUILDING OFFICIAL.









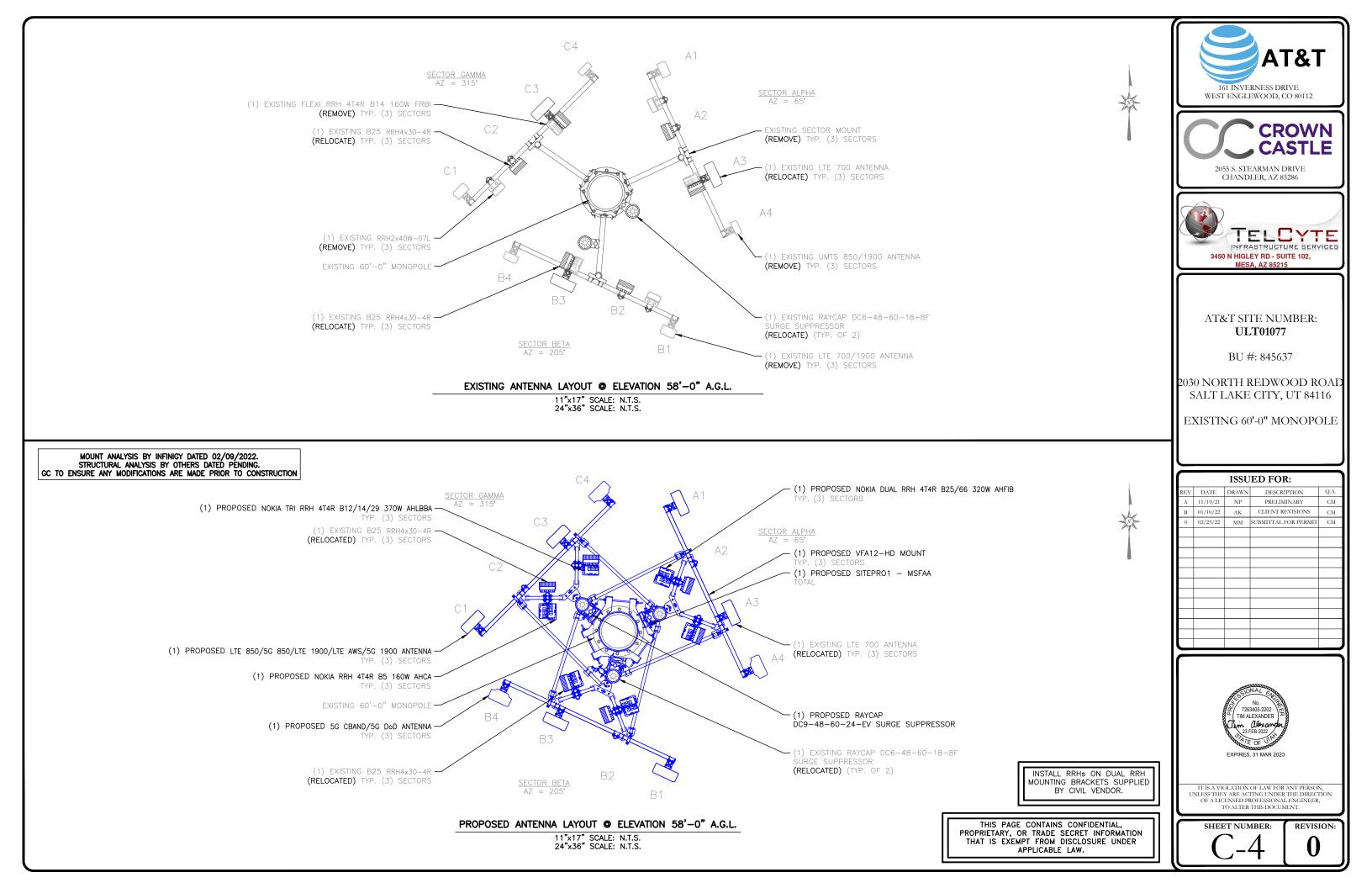


TELCYTE INFRASTRUCTURE SERVICES 3450 N HIGLEY RD - SUITE 102, MESA, AZ 85215 AT&T SITE NUMBER: BU #: 845637 2030 NORTH REDWOOD ROAD SALT LAKE CITY, UT 84116 EXISTING 60'-0" MONOPOLE **ISSUED FOR:** DESCRIPTION Q.A PRELIMINARY CM 01/10/22 AK CLIENT REVISIONS CM02/23/22 MM SUBMITTAL FOR PERMIT CM

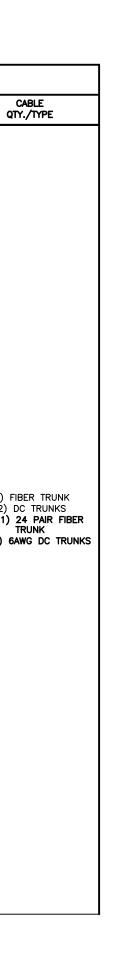
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

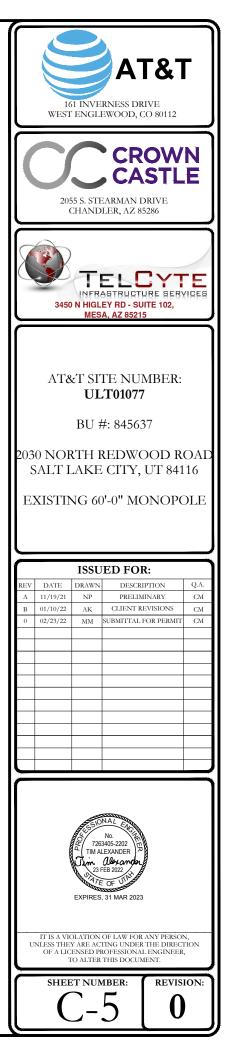
**REVISION:** 

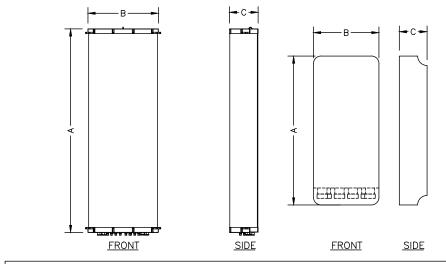
()

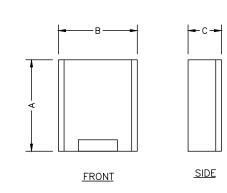


SECTOR	MARK	BAND	ANTENNA MAKE/MODEL	ANTENNA 🤤 HEIGHT	antenna Azimuth	TMA QTY./TYPE	RADIO QTY./TYPE	SURGE PROTECTION QTY./TYPE	CA QTY.,
	A1	LTE 850/ 5G 850/ LTE 1900/ LTE AWS/ 5G 1900	(P) COMMSCOPE - NNH4-65C-R6-V3			_	(P) (1) NOKIA RRH 4T4R B5 160W AHCA (1) B25 RRH4X30-4R (P) (1) NOKIA DUAL RRH 4T4R B25/66 320W AHFIB		
ALPHA	A2	-	-	58'-0"	65*	-	_	(1) DC6-48-60-18-8F	
	A3	LTE 700/ LTE 1900	COMMSCOPE - NNH4-65C-R6			_	(P) (1) NOKIA TRI RRH 4T4R B12/14/29 370W AHLBBA (1) B25 RRH4X30-4R	(1) 000-40-00-10-01	
	A4	5G CBAND/ 5G DoD	(P) NOKIA – AEQK (P) NOKIA – AEQU (STACKED)	59'-0"	*	_	_		
	В1	LTE 850/ 5G 850/ LTE 1900/ LTE AWS/ 5G 1900	(P) COMMSCOPE - NNH4-65C-R6-V3			-	(P) (1) NOKIA RRH 4T4R B5 160W AHCA (1) B25 RRH4X30-4R (P) (1) NOKIA DUAL RRH 4T4R B25/66 320W AHFIB		
	B2	-	-	58'-0"		-	-		(1) FIBE (2) DC (P) (1) 24
BETA	в3	LTE 700/ LTE 1900	COMMSCOPE - NNH4-65C-R6		205"	_	(P) (1) NOKIA TRI RRH 4T4R B12/14/29 370W AHLBBA (1) B25 RRH4X30-4R	(1) DC6-48-60-18-8F	(P) (3) 6AW0
	B4	5G CBAND/ 5G DoD	(P) NOKIA – AEQK (P) NOKIA – AEQU (STACKED)	59'-0"		-	-		
	C1	LTE 850/ 5G 850/ LTE 1900/ LTE AWS/ 5G 1900	(P) COMMSCOPE - NNH4-65C-R6-V3			_	(P) (1) NOKIA RRH 4T4R B5 160W AHCA (1) B25 RRH4X30-4R (P) (1) NOKIA DUAL RRH 4T4R B25/66 320W AHFIB		
	C2	-	-	58'-0"		-	-		
GAMMA	C3	LTE 700/ LTE 1900	COMMSCOPE - NNH4-65C-R6		315	_	(P) (1) NOKIA TRI RRH 4T4R B12/14/29 370W AHLBBA (1) B25 RRH4X30-4R	(P) (1) DC9-48-60-24-EV	
	C4	5G CBAND/ 5G DoD	(P) NOKIA – AEQK (P) NOKIA – AEQU (STACKED)	59'-0"		_	_		



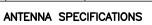






	RADIO SPECI	FICATIONS		
MODEL	LENGTH (A)	WIDTH (B)	DEPTH (C)	WEIGHT (Ib
NOKIA – 4T4R B5 AHCA	13.30"	11.60"	6.50"	35.27
NOKIA – 4T4R B25/B66 AHFIB	28.74"	15.35"	9.45"	88.19
NOKIA – 4T4R B12/14/29 AHLBBA	14.84"	24.72"	8.26"	102.1

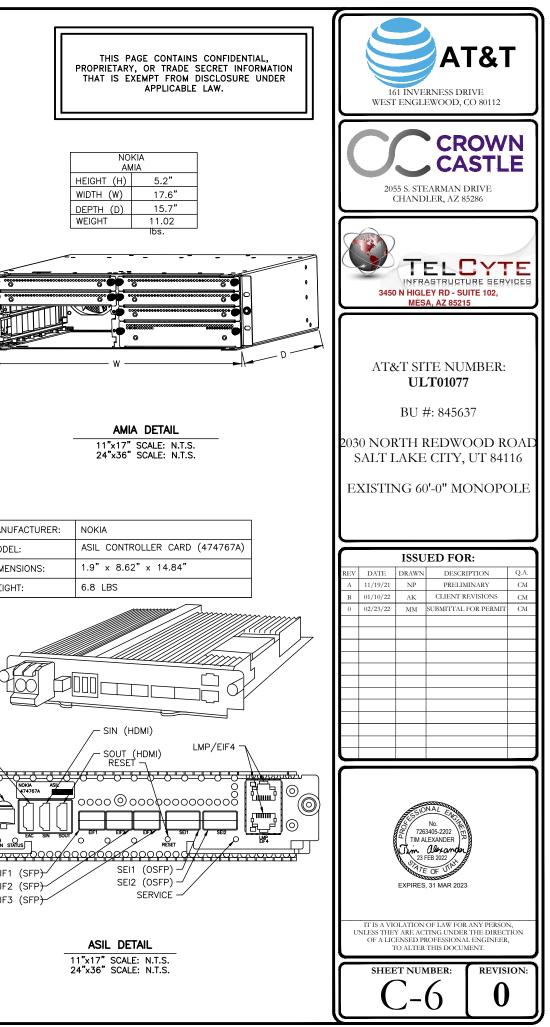
	ANTENNA SPEC	IFICATIONS		
MODEL	LENGTH (A)	WIDTH (B)	DEPTH (C)	WEIGHT (Ib)
NOKIA – AEQK	29.5"	17.7"	9.5"	99.2
NOKIA – AEQU	29.5"	17.7"	9.5"	99.2
COMMSCOPE – NNH4-65C-R6-V3	96.0"	19.6"	7.8"	102.1

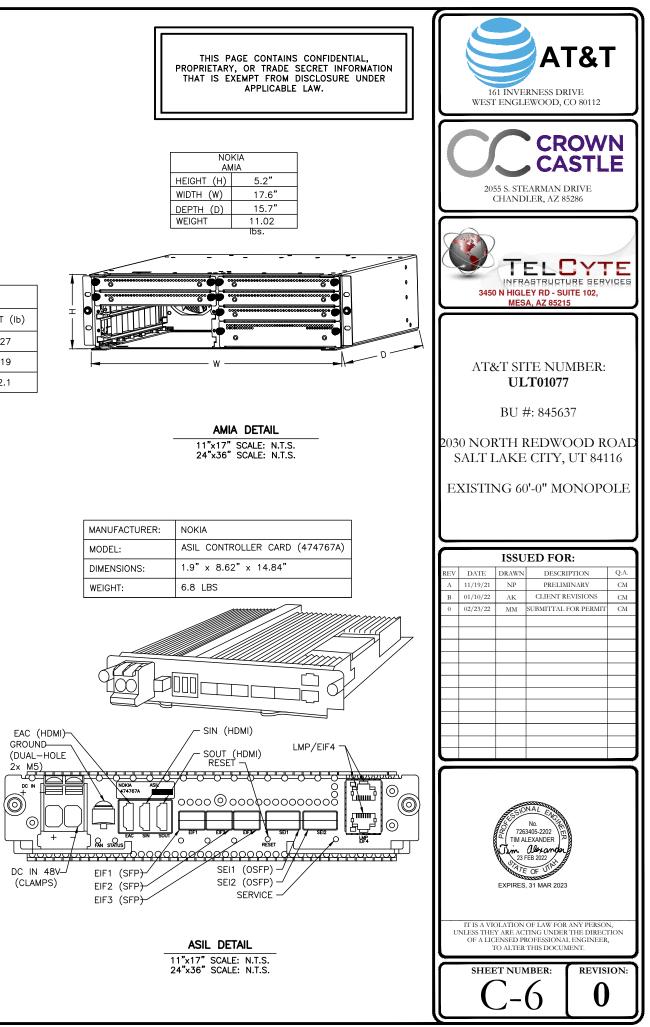


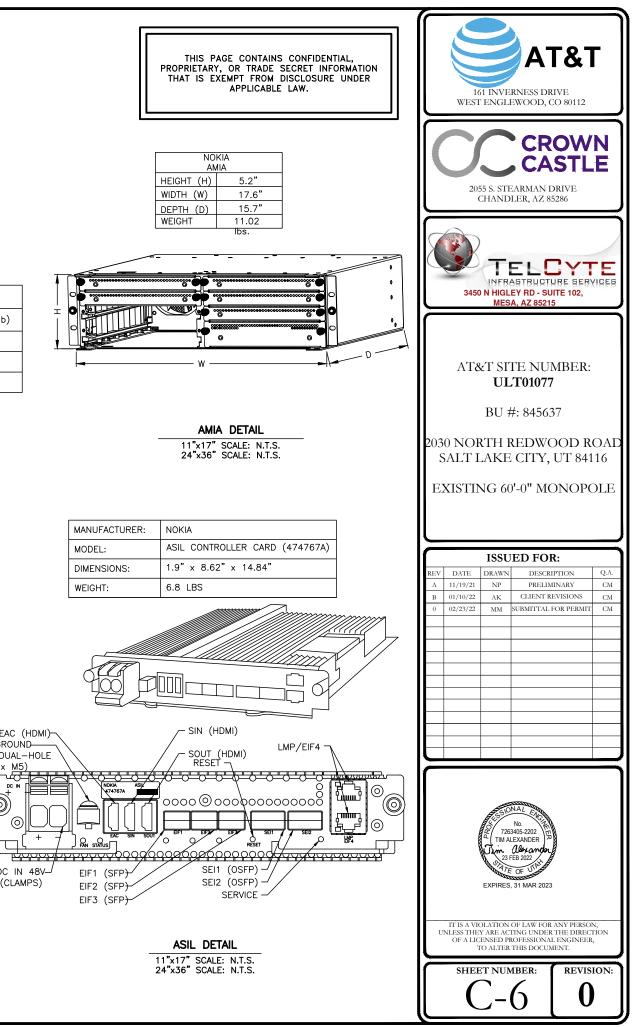
11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.

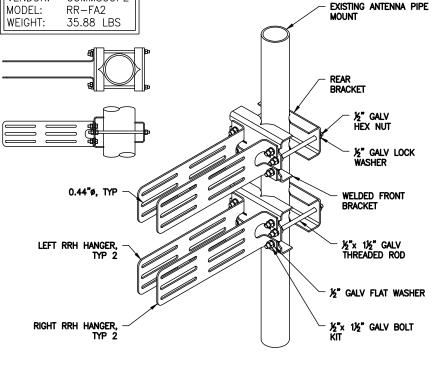


NOKIA 6.8 LBS

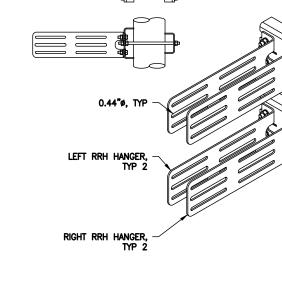






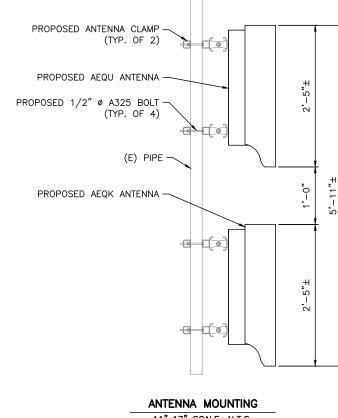




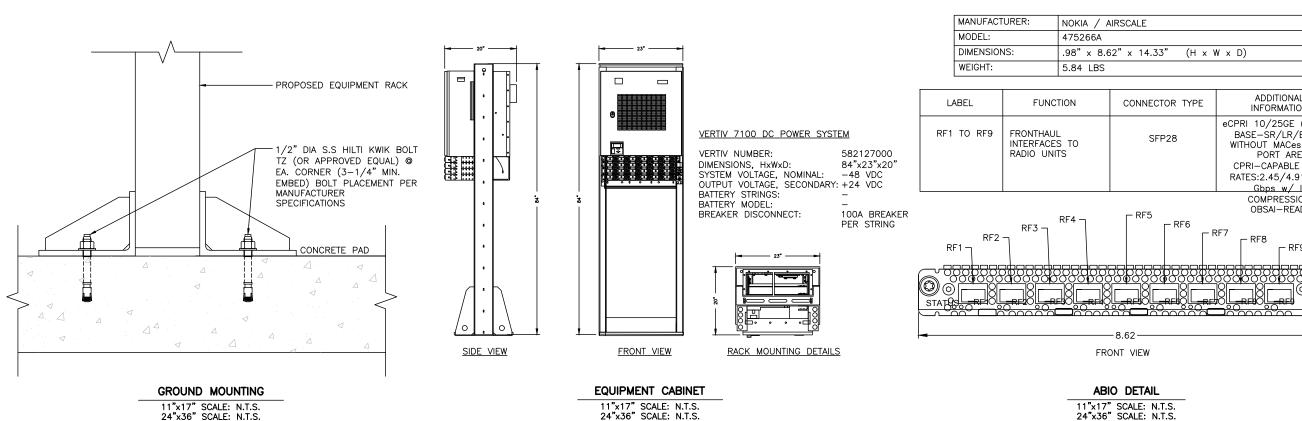


COMMSCOPE

VENDOR:



11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.

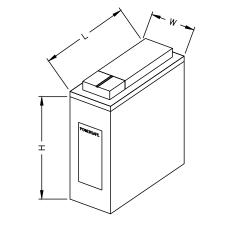


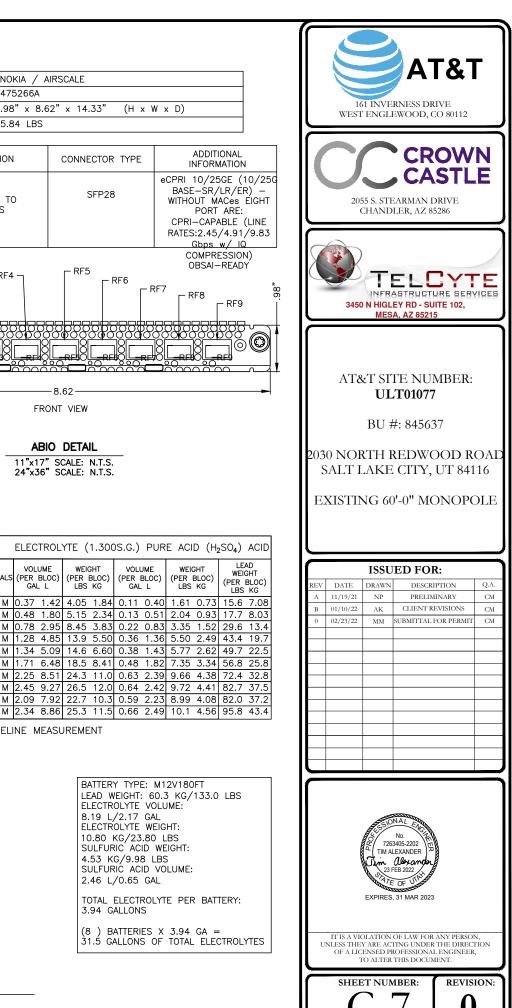
11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.

GENERAL SPECIFICATIONS

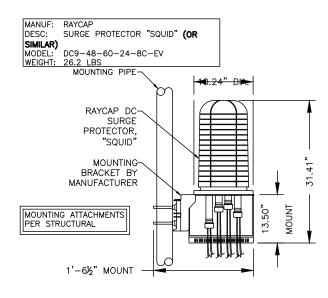
		NOM	MINAL CAPA	CITY	NC	MINAL DIMI	ENSIONS					ELECTRO	OLYTE (1.30
POWERSAFE® SBS BATTERY	NUMBER OF CELLS	NOMINAL VOLTAGE (V)	8HR. RATE 1.75VPC @ 77 <b>°</b> F	10HR. RATE 1.80VPC @ 20°F	LENGTH in mm	WIDTH in mm	HEIGHT in mm	TYPICAL WEIGHT KG LBS	INTE CURRENT	T CIRCUIT ERNAL** RESISTANCE MILLI-0HMS	TERMINALS	VOLUME (PER BLOO GAL L	WEIGHT (PER BLOC) LBS KG
SBS B8F	6	12	31	31	11.9 303	3.80 97.0	6.26 159	22.7 10.3	1270	10.0	M6 M	0.37 1.4	2 4.05 1.84
SBS B10F	6	12	38	38	11.9 303	3.80 97.0	7.24 184	28.2 12.8	1390	9.00	M6 M	0.48 1.8	0 5.15 2.34
SBS B14F	6	12	62	62	11.9 303	3.80 97.0	10.4 264	42.0 19.1	1800	7.00	M6 M	0.78 2.9	5 8.45 3.83
SBS C11F	6	12	92	91	16.4 417	4.10 105	10.1 256	61.6 27.9	2300	5.50	M6 M	1.28 4.8	5 13.9 5.50
SBS 100F	6	12	100	100	15.6 395	4.30 108	11.3 287	71.9 32.6	2210	5.60	M6 M	1.34 5.0	9 14.6 6.60
SBS 112F	6	12	112	112	22.1 561	4.90 125	8.98 228	90.4 41.0	2500	5.00	M6 M	1.71 6.4	8 18.5 8.4
SBS 145F	6	12	145	145	17.8 452	6.80 172	9.37 238	105 47.6	4100	3.00	M6 M	2.25 8.5	1 24.3 11.0
SBS 165F	6	12	165	165	17.8 452	6.77 172	10.8 274	117 52.8	3700	2.30	M6 M	2.45 9.2	7 26.5 12.0
SBS 170F	6	12	170	170	22.1 561	4.90 125	11.1 283	116 52.5	3400	4.00	M6 M	2.09 7.9	2 22.7 10.3
SBS 190F	6	12	190	190	22.1 561	4.90 125	12.4 316	132 60.0	3800	3.30	M6 M	2.34 8.8	6 25.3 11.5

\*\*RESISTANCE VALUES ARE FOR REFERENCE ONLY AND NOT INTENDED TO REPRESENT AN OHMIC VALUE OR BASELINE MEASUREMENT



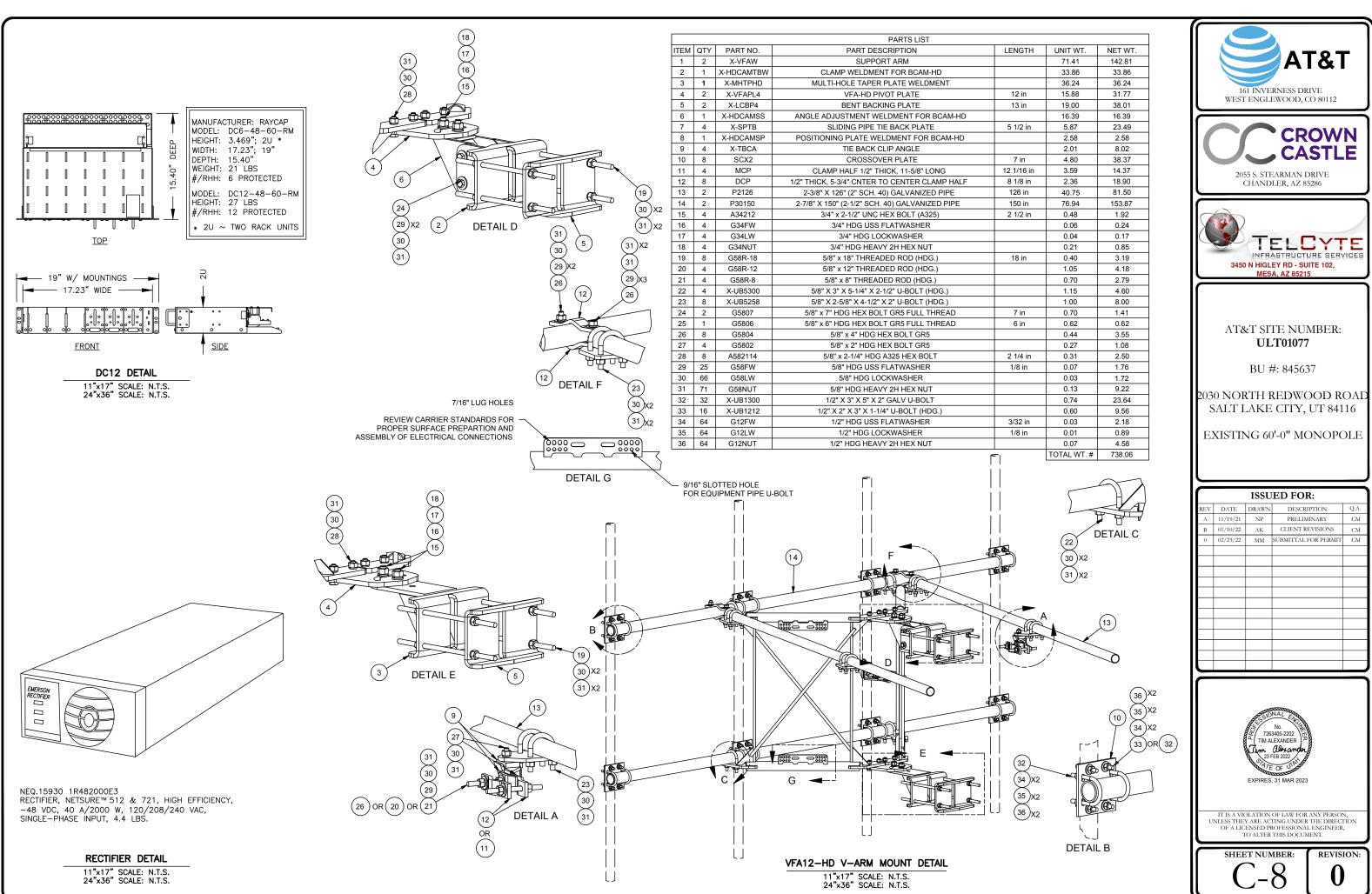


POWERSAFE	BATTERY	DETAIL
	SCALE: N.1 SCALE: N.1	

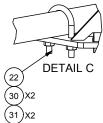


DC9 SURGE SUPPRESSOR DETAIL

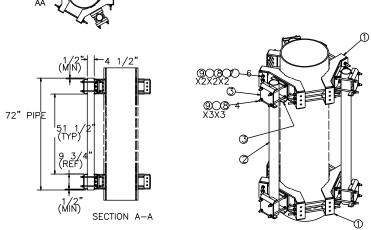
11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.

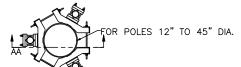


GTH	UNIT WT.	NET WT.
	71.41	142.81
	33.86	33.86
	36.24	36.24
in	15.88	31.77
in	19.00	38.01
	16.39	16.39
2 in	5.87	23.49
	2.58	2.58
	2.01	8.02
in	4.80	38.37
16 in	3.59	14.37
8 in	2.36	18.90
in	40.75	81.50
in	76.94	153.87
2 in	0.48	1.92
	0.06	0.24
	0.04	0.17
	0.21	0.85
in	0.40	3.19
	1.05	4.18
	0.70	2.79
	1.15	4.60
	1.00	8.00
in	0.70	1.41
in	0.62	0.62
	0.44	3.55
	0.27	1.08
4 in	0.31	2.50
in	0.07	1.76
	0.03	1.72
	0.13	9.22
	0.74	23.64
	0.60	9.56
2 in	0.03	2.18
in	0.01	0.89
	0.07	4.58
	TOTAL WT. #	738.06



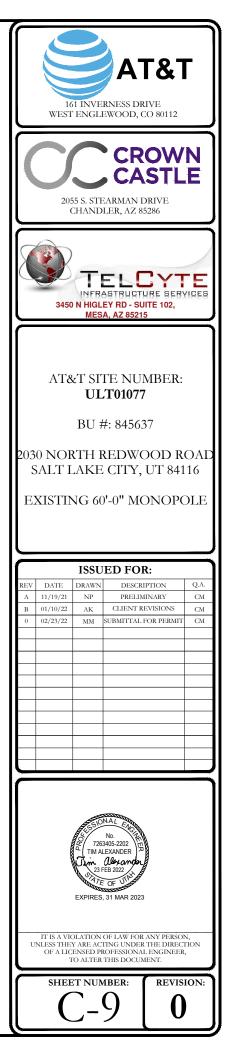
#### SITEPRO1 – MSFAA DETAIL 11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.





	TOTAL	WT.	#	788.53
--	-------	-----	---	--------

			PARTS LIST			
ITEM	Q	Y PA	RT NO. PART DESCRIPTION	LENGTH	UNIT WT.	NET WT
1	6	X-LWRM	RING MOUNT WELDMENT		68.16	408.96
2	3	P472	4-1/2"X72"SCH.40 GALVANIZED PIPE	72 in	64.89	194.68
3	12	X-214130	BENT PLATE V-CLAMP	12 5/8 i	n 11.43	137.16
4	24	G58R-14	5/8"x14" THREADED ROD (HDG.)	14 in	0.40	9.57
5	18	G58R-48	5/8"x48" THREADED ROD (HDG.)	48 in	.55	9.90
6	18	G58R-24	5/8"x24" THREADED ROD (HDG.)	24 in	.55	9.90
7	36	A58FW	5/8" HDG A325 FLATWASHER		.03	1.08
8	108	G58LW	5/8" HDG LOCKWASHER		0.03	3.24
9	108	A58NUT	5/8" HDG A325 HEX NUT		0.13	14.04



LOAD		LOADS	LOADS NONCONTINUOU	BREAKER	LOAD PE	R PHASE	BREAKER	LOADS	LOADS CONTINUOUS		LOAD			UTL05340 / ZOD_	AL
DESCRIPTION	VOLT-			BRE	"A"	"B"	BRE		CONTI	VOLT-	DESCRIPTION			LOAD	
BLANK	AMPS		Z		0			z		AMPS	BLANK	2		20/10	
BLANK						0					BLANK	4		DESCRIPTION	
BLANK					0						BLANK	6	1		
BLANK						0					BLANK	8	3	VERTIV RECTIFIERS #1 & #2	*
BLANK					0						BLANK	10	5		
BLANK						0					BLANK	12	7	VERTIV RECTIFIERS #5 & #6	)"
BLANK					0						BLANK	14	9	VERTIV RECTIFIER #9*	
BLANK						0					BLANK	16	11	VERTIV RECTIFIER #9	
BLANK					0						BLANK	18	13	BLANK	
BLANK						0					BLANK	20	15	BLANK	
GENERATOR	180		NC	20	1180		20	NC		1000	GENERATOR HEATER	20	17	BLANK	
MW DE-ICING	1000	С		20		3600		NC		2600		24	19	BLANK	
	1900	<u> </u>	NC		4500	0000	50	NC		2600	HVAC #1	24	21	GENERATOR	
RECTIFER	1900		NC	100	1000	4500		NC		2600		28	23	MW DE-ICING	
	1900	с	NC		2601	4000	50	NC		2600	HVAC #2	30	25	SPARE (OFF)*	
SURGE PROTECTION	1	c		100	2001	2		NC	С	1			27	. ,	
			NC		1901	2	50		C C	1	SURGE PROTECTION	32 34	29	SURGE PROTECTION	
RECTIFER	1900		NC	30	1901	2080	20				EXTERIOR GFCI		31		
RECEPTACLE	1900		NC	20	360	2000	20	NC		180	RECEPTACLE	36	33	SPARE (OFF)*	
NOT LABELED	180 1920		NC	20	300	1929	20	NC	С	180 9	SMOKE DETECTOR	38	35	RECEPTACLE	
	ONNECTED		NC TOTA		10542	1929	20		U	9	SMORE DETECTOR	40	37 39	NOT LABELED	
		FIIAGL		LO, VA.	10342	12111					PANEL DATA	<b>-</b>	39		col
	INECTED LOA		DUACE		88	101	1	SV.	STEM	/OLTAGE:	240	4			
					10.542	12.111				REAKER:	240				NN
	NNECTED LC				10.542					S RATING:	200	4			ON
	TOTAL CO	NNECT	ED LOA	D, KVA:	22.	000		L		UG ONLY:		4			
												4			
	ITINUOUS LO				10.540	11.100		NOTE		C RATING:	25/10 KAIC SERIES-RATED	4		NONCO	DNT
тот	AL NONCON	TINUO	US LOA	D, KVA:	21.	640		NOTE	3:						TAL
							1	EXIST	ING RE	CTIFIERS	WILL BE REMOVED AS PART				
	ITINUOUS LO			<u>,</u>	0.003	1.264		OF DE	ЕСОМЛ	IISSIONING	G THE EXISTING DC POWER			СС	DNT
	TOTAL CON	TINUO	US LOA	D, KVA:	1.2	266		PLAN	т.						т
DEMAND LOAD (COI	NT + NONCO	NT) PE	R PHAS	E, KVA:	10.543	12.364								DEMAND LOAD (CO	олт
TOTAL DEMAND LOAD (CONTIN	UOUS + NON	ICONT	NUOUS	5) <i>,</i> KVA:	22.									TOTAL DEMAND LOAD (CONTI	NUC
TOTAL DEMAND I	OAD (CONT	+ NON	CONT),	, AMPS:	88	103								TOTAL DEMAND	D LO
	PA	ANEL C	APACIT	Y, KVA:	48.	000									
	SPARE PA			V KVAJ	25.	094									

PROPOSED PANEL SCHEDULE

LOADS CONTINUOL LOADS VONCONTINU

NC

NC

NC

NC

NC

NC

NC

NC

NC

NONCONTINUOUS LOAD PER PHASE, KVA: 15.740 16.300

CONTINUOUS LOAD PER PHASE, KVA: 0.003 1.264

PANEL CAPACITY, KVA: SPARE PANEL CAPACITY, KVA:

CONNECTED PHASE TOTALS, VA: 15742 17311

CONNECTED LOAD PER PHASE, KVA: 15.742 17.311

С

С

С

CONNECTED LOAD PER PHASE, AMPS:

TOTAL NONCONTINUOUS LOAD, KVA:

TOTAL CONTINUOUS LOAD, KVA:

TOTAL CONNECTED LOAD, KVA:

VOLT-

AMPS

2000

2000

2000

2000

1000

1000

180

1000

1

1

180

1920

DEMAND LOAD (CONT + NONCONT) PER PHASE, KVA:

TOTAL DEMAND LOAD (CONT + NONCONT), AMPS:

DEMAND LOAD (CONTINUOUS + NONCONTINUOUS), KVA:

BREAKER

30\*

30\*

30\*

BREAKER

30\*

30\*

LOAD PER PHASE

"B"

4000

4000

1000

0

0

3600

2600

2

180

1929

131 144

33.053

32.040

1.266

15.743 17.564

131 146 48.000

14.694

33.306

"A"

4000

4000

1000

0

0

2600

2601

1

360

20 1180

20

100

100

30

20

20

NONCONTINI LOADS CONTINUO

NC

NC

NC

NC

20 NC

50

50

50

20 NC

20

20 NC

NC

NC

NC

NC

С

С

С

SYSTEM VOLT

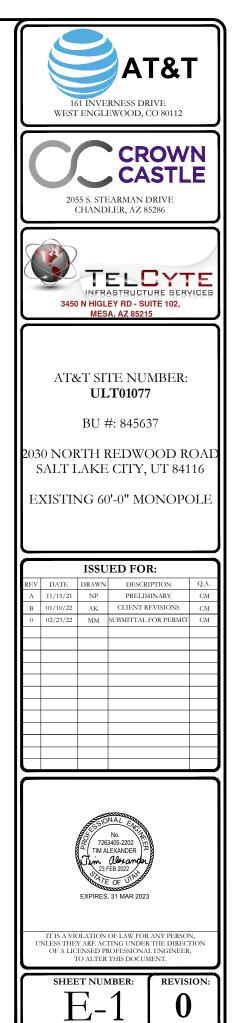
NOTES

DIRECTORY.

11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.

EXISTING PANEL SCHEDULE

11"x17" SCALE: N.T.S. 24"x36" SCALE: N.T.S.

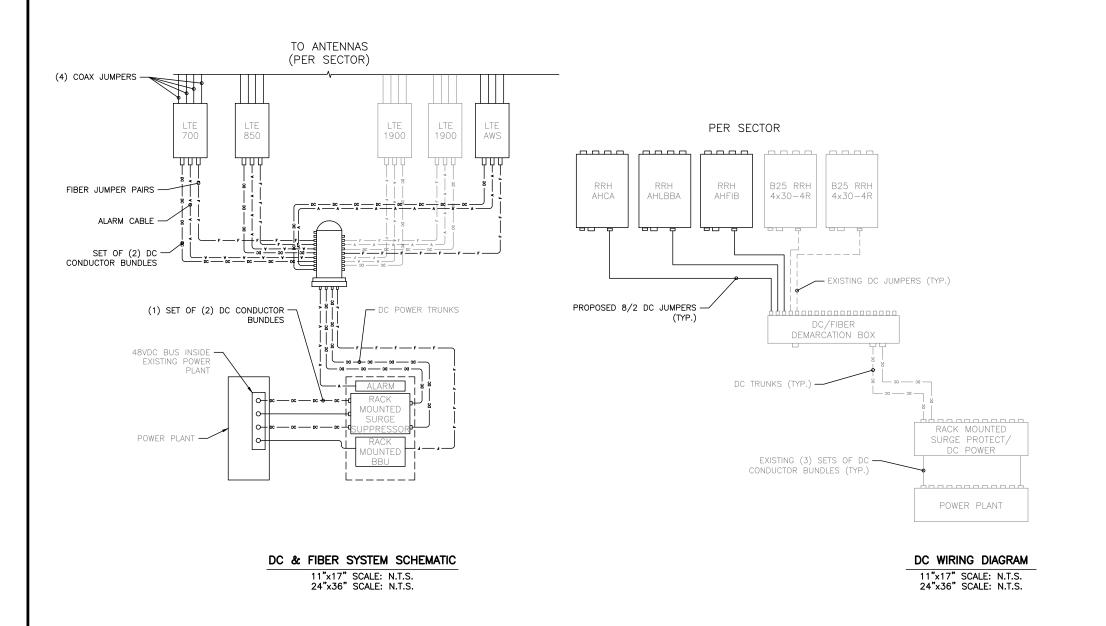


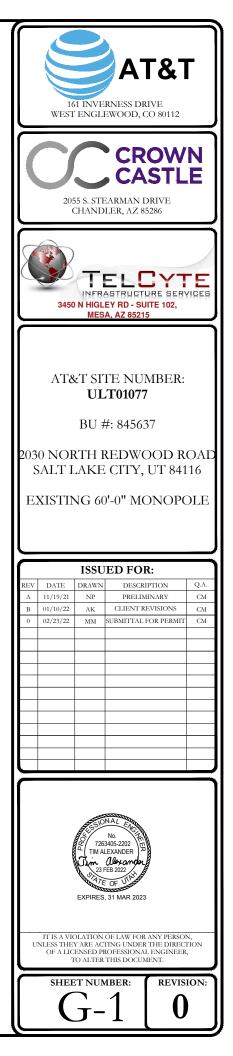
## UTL05340 / ZOD\_ALLTEL\_UT03\_GLENNAANNA, EXISTING AC PANEL, PROPOSED BREAKER SCHEDULE

	LOAD				
VOLT- AMPS	DESCRIPTION				
2000	VERTIV RECTIFIERS #3 & #4*				
2000	VENTIVINEOTIFIENS #3 & #4	4			
2000	VERTIV RECTIFIERS #7 & #8*	6			
2000		8			
	BLANK	10			
	BLANK	12			
	BLANK	14			
	BLANK	16			
	BLANK	18			
	BLANK	20			
1000	GENERATOR HEATER	22			
2600	HVAC #1				
2600	HVAC #1	26			
2600	HVAC #2	28			
2600	11040 #2	30			
1	SURGE PROTECTION	32			
1	SURGE PROTECTION				
180	EXTERIOR GFCI	36			
180	RECEPTACLE	38			
9	SMOKE DETECTOR	40			

AC PANEL DATA				
YSTEM VOLTAGE:	240			
MAIN BREAKER:	200			
BUSS RATING:	200			
MAIN LUG ONLY:	N/A			
KAIC RATING:	25/10 KAIC SERIES-RATED			

CHANGES AND NEW CIRCUITS ARE INDICATED IN BOLD FONT WITH AN ASTERISK. INSTALL (5) NEW 30A/2P BREAKERS, CONNECT NEW RECTIFIERS TO NEW 30A/2P BREAKERS. SWITCH OFF UNUSED 30A/2P BREAKERS, RELABEL AS "SPARE". UPDATE PANEL

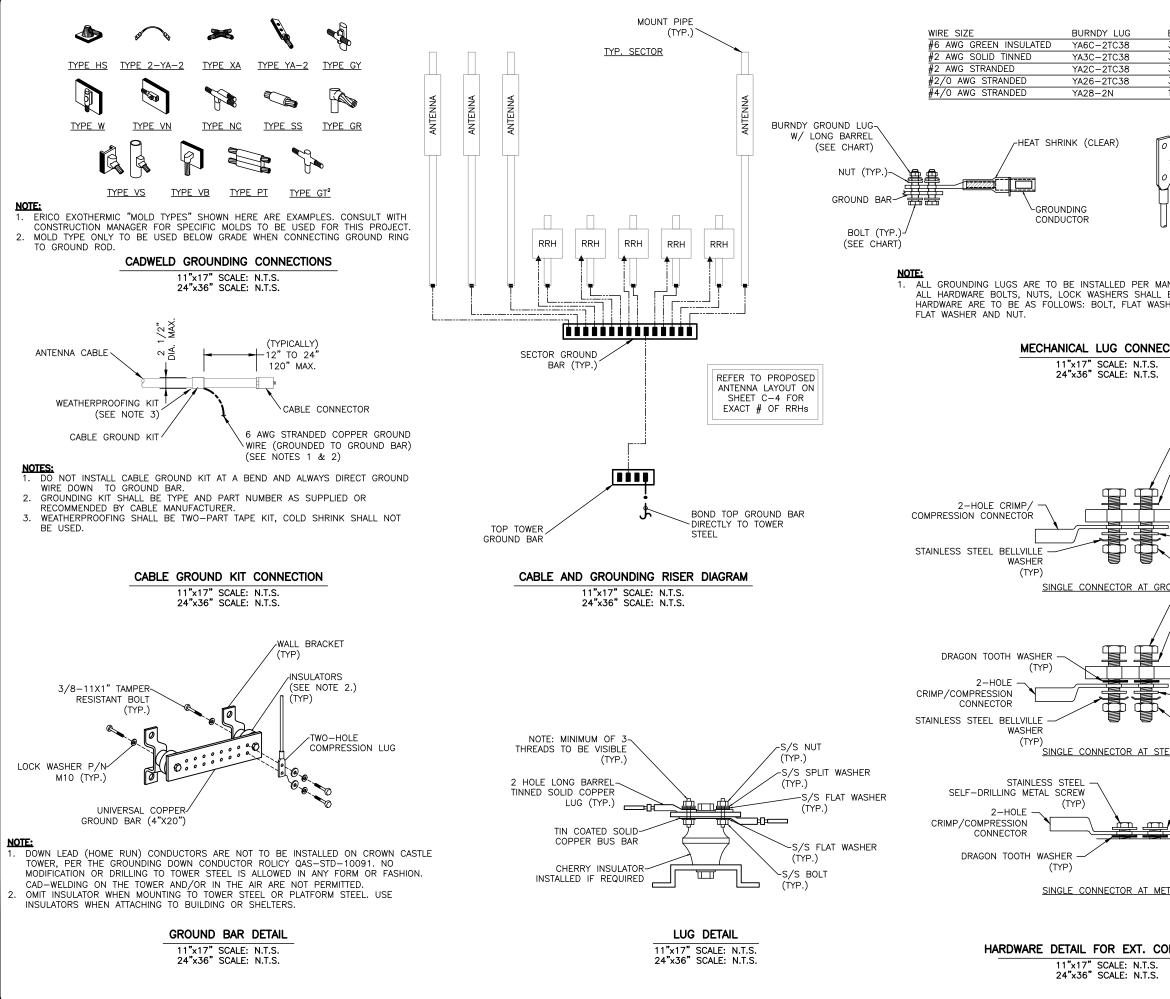




1. REFER TO CHART FOR CABLE QUANTITIES, SIZES AND LENGTHS.

NOTES:

 CABLE LENGTH CALCULATIONS ASSUMES TRUNK CABLE SIZE CIVIL VENDORS TO VERIFY LENGTH & SIZE OF CABLE PRIOR TO CONSTRUCTION



161 INVERNESS DRIVE WEST ENGLEWOOD, CO 80112
2055 S. STEARMAN DRIVE CHANDLER, AZ 85286
TELCYTE INFRASTRUCTURE SERVICES 3450 N HIGLEY RD - SUITE 102, MESA, AZ 85215
AT&T SITE NUMBER: <b>ULT01077</b> BU #: 845637
2030 NORTH REDWOOD ROAD SALT LAKE CITY, UT 84116 EXISTING 60'-0" MONOPOLE
ISSUED FOR: REV DATE DRAWN DESCRIPTION Q.A.
A 11/19/21 NP PRELIMINARY CM   B 01/10/22 AK CLIENT REVISIONS CM
0 02/23/22 MM SUBMITTAL FOR PERMIT CM
T263405-2202 TM ALEXANDER
EXPIRES, 31 MAR 2023
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.
SHEET NUMBER: REVISION:
G-2 0

# LEASE AGREEMENT Not to be <u>Recorded</u>

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by Capitol Industries, Inc., a Utah Corporation, with a Tax ID# of \_\_\_\_\_\_\_, having its principal office/residing at 2880 South Main Street Salt Lake City, Utah (hereinafter referred to as "Landlord") and AT&T Wireless Services of Utah, Inc., d/b/a AT&T WIRELESS SERVICES, a Nevada Corporation, having an office at 4393 South Riverboat Rd., Suite 400, Taylorsville, UT 84123 (hereinafter referred to as "Tenant").

## BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located in Salt Lake City, Salt Lake County, State of Utah (collectively "Property"). The Property being further identified on the Legal Description of the Property attached hereto as Exhibit A. Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord leases to Tenant a certain portion of the Property containing approximately 2,500 square feet as described on attached Exhibit B (collectively, "Premises").

2. **PERMITTED USE.** Tenant may use the Premises for the following: (i) transmission and reception of communications signals; (ii) to construct, install, operate, maintain, repair, replace, protect and secure, its communication fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"); including the right to construct a lattice tower/wireless telephone pole along with any number of associated antennas, an equipment shelter, fencing and any other accessories necessary to the successful and secure operation of the Communication Facility; and (iii) any activities related to the forgoing. Landlord and Tenant agree that Exhibit C shows the initial installation of Tenant and that it does not limit Tenant's rights under this paragraph. Landlord's execution of this Agreement will signify Landlord's approval of Exhibit A, B, and C. Tenant has the right (i) to install and operate transmission cables from the equipment shelter to the antennas, electric lines from the main feed to the equipment shelter, and communication lines from the main entry point to the equipment shelter and (ii) to erect, construct or make Property improvements, alterations, or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct and maintain a fence around the Premises or undertake any other appropriate means to restrict and secure access to the Premises.

3. INSTALLATIONS. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

4. TERM. (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

1

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, and the Extension Term and the Holdover Term are collectively referred to as the Term. ("Term").

5. **RENT.** (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of **Landlord**, plus any applicable tax, to Landlord, at the address set forth above, on or before the 5<sup>th</sup> day of each calendar month in advance or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial month.

(b) Tenant shall have the right to use a direct deposit system with regard to Rent payments. Landlord agrees to cooperate with Tenant in providing requisite information to Tenant for such direct deposit. The implementation of the direct deposit system shall be at Tenant's expense.

(b) in the first year of each exercised Extension Term, the monthly rent shall be increased by Fifteeen percent (15%) over the previous year's rent

6. APPROVALS. (a) Landlord agrees that Tenant's ability to use the Premises is contingent upon its suitability for Tenant's intended use from both an economic and technical engineering basis and Tenant's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"). Landlord specifically authorizes Tenant to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Agreement and to reasonably cooperate with the same.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of choice.

(c) Tenant may also obtain, at Tenant's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports ("Tests") on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Governmental Approvals.

7. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant on sixty (60) days prior written notice, if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter

intended by Tenant; or if the Premises become unsuitable for Tenant's operation due to governmental regulations; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant on sixty (60) days prior written notice, if Tenant determines, in its sole discretion that Tenant's use of the Premises (as the same may have been modified from time to time) is no longer consistent with the optimal operation of Tenant's communications network based upon either technical or economic considerations in Tenant's sole discretion;

(d) by Tenant on sixty (60) days prior written notice, if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(e) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises; or

(f) by Tenant immediately upon notice, if Tenant determines, in its sole discretion, due to the title results, survey results or Tests, that the condition of the Premises is unsatisfactory or Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third-party liability.

If this Agreement is terminated for any reason outlined in this paragraph, any prepaid rent will be refunded on a prorata basis.

8. INSURANCE. (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and each of the other party's, employees, agents, officers, and directors. Landlord and Tenant will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

9. **INTERFERENCE.** (a) Where there are prior existing radio frequency users on the Landlord's property. Tenant warrants that its use of the Premises will not interfere with existing third parties on the Premises as long as the current user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of Landlord's Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility. Landlord will notify Tenant prior to granting any third party the right to install and operate communications equipment on Landlord's Property. Nothing contained herein will restrict Tenant nor its successors and assigns from installing and modifying its/their communication equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property or any of Landlord's other properties in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease upon not more than twenty-four (24) hour notice from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Landlord.

1

10. INDEMNIFICATION. (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facility or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord or its employees or agents, or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

11. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself thereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: Landlord (i) solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a Subordination, Non-Disturbance and Attornment Agreement in the form of **Exhibit 2**.

12. ENVIRONMENTAL. (a) Landlord represents, warrants and agrees that: (i) the Property and its uses and operations complies, and will comply, with all local, state and federal statutes or regulations, or ordinances pertaining to the environment or natural resources ("Environmental Laws"); (ii) the Property has not been used or allowed to be used by Landlord or, to the best of Landlord's knowledge, by any previous owner, to emit through ground, water or air, refine, manufacture, generate, produce, store, contain, handle, transfer, process, treat, transport, or dispose of hazardous substances or hazardous wastes, products or pollutants, including without limitation asbestos, oil, petroleum products and their byproducts, (collectively called "Hazardous Substance") as defined and regulated under any Environmental Laws; (iii) the Property has never been the subject of any federal or state Hazardous Substance related list; (iv) the Property has never required closure or clean-up of Hazardous Substance; and (v) no asbestos, Polychlorinated Biphenyls or other Hazardous Substance or underground or above ground storage tanks exist or have existed or will exist on the Property. Landlord warrants and represents that it will be solely liable for the clean-up and removal of Hazardous Substance and any related activities, including but not limited to the restoration of the Property related to Hazardous Substances now and in the future existing on the Property except to the extent generated by Tenant. Landlord will defend, indemnify and hold Tenant harmless from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, consultant fees and expert witness fees, related to Landlord's breach of any of the above representations and warranties.

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Leased Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environment that are directly caused by Tenant's use of the Premises.

(c) The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

13. ACCESS. Landlord will be permitted access to the Premises: (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit B, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Upon Tenant's request, Landlord will execute an easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord hereby agrees to grant an additional access or easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

Tenant will use existing access road to access site.

14. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all such improvements. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other

causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any underground utilities.

15. MAINTENANCE; UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. During any application period the Tenant will have the right to temporarily use Landlord's electricity and will pay the Landlord the current local utility rate for electric consumed by Tenant. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. Tenant will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Landlord and billed to Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

16. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

17. ASSIGNMENT/SUBLEASE. (a) Landlord may assign this Agreement provided said assignee will assume, recognize and also become responsible to Tenant for, the performance of all of the terms and conditions to be performed by Landlord under this Agreement.

(b) Tenant may assign or sublet all or any part of this Agreement, and all or any rights, benefits, liabilities and obligations hereunder, to (i) any person or business entity which is a parent, subsidiary or affiliate of Tenant; (ii) any person or business entity that controls or is controlled by or under common control with Tenant; (iii) any person or business entity that is merged or consolidated with Tenant or purchases a majority or controlling interest in the ownership or assets of Tenant; or (iv) any person or business entity which is licensed by the FCC to operate a wireless communications business. Upon notification to Landlord by Tenant of any such action, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment or sublease. Tenant may not otherwise assign or sublet this Agreement without Landlord's consent. 18. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth below:

To Landlord: Capitol Industries 2880 South Main Street South Salt Lake, Utah 84115

with a copy to:

To Tenant: AT&T Wireless Services, Inc. Attn: Mr. Dale Buxton 4393 South Riverboat Rd., Suite 400 Taylorsville, UT 84123 Telephone: Facsimile:

With a copy to: Mr. John R. McDonough Senior Regional Counsel AT&T Wireless Services, Inc. Legal Department 2729 Prospect Dr. Ste. 200 Racho Cordova, CA 95670 Telephone: Facsimile:

With a copy to: AT&T Wireless Services, Inc. Attn. Ms. Barbara Scott 2729 Prospect Dr. Ste. 200 Racho Cordova, CA 95670

Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

19. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

20. TAXES. Tenant will pay all personal property taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

21. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

22. CASUALTY. Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

23. BROKER FEES. Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of this Article will survive the termination of this Agreement.

#### 24. MISCELLANEOUS.

(a) Amendment; Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and Tenant. No provision may be waived except in writing signed by the party waiving said right.

(b) Short Form Lease. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease. Either party may record this memorandum at any time, in its absolute discretion.

(c) Bind And Benefit. The terms and conditions contained in this Agreement will run with the Property and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(e) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) Estoppel. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Failure to deliver such a statement within such time will be conclusive upon the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's rent has been paid in advance.

(h) No Option. The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this 13 day of Through, E.

"LANDLORD"

By: C. Saucel South

"TENANT"

AT&T Wireless Services of Utah, Inc.

sto

Dale O. Buxton Its: System Development Manager

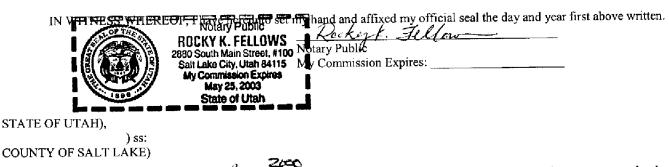
STATE OF

2000

### ) ss: COUNTY OF SALT LAKE

2000

On this <u>12</u> day of <u>JANUMEY</u>, 1999 before me personally appeared <u>C. SAMUEL GLISTAFSON</u> known to me to be the individual described herein, who executed the within and foregoing instrument, and acknowledged that he signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.



, 1999, before me personally appeared Dale O. Buxton, known to me to be the On this 13 day of Twee System Development Manager of AT&T Wireless Services of Utah, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

ta ll Danoll Notary Public 3/2/02 My Commission Expires:



# EXHIBIT A

1/13/00 to the Site Lease Agreement dated

between

Capitol Industries, Inc., as Landlord,

and

# AT& T Wireless Services of Utah, Inc., as Tenant

# Legal Description

The property is legally described as follows:

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 22 AND THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 22, AND RUNNING THENCE N 0'34'30"E 1357.24 FEET (1357.41) FEET RECORD) ALONG THE EAST LINE OF SAID SECTION 15 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY U-249; THENCE S0'26'18"W (SOUTH RECORD) 1,363.23 FEET TO A STEEL FENCE POST AND THE TRUE POINT OF BEGINNING; THENCE S0'03'49"W 59.75 FEET ALONG A CHAIN LINK FENCE TO A STEEL FENCE POST; THENCE N89'24'08"W 76.07 FEET ALONG A CHAIN LINK FENCE TO THE INTERSECTION WITH CHAIN LINK FABRIC; THENCE N 0'00'34"W 58.73 FEET ALONG SAID CHAIN LINK FENCE TO THE POINT OF BEGINNING.

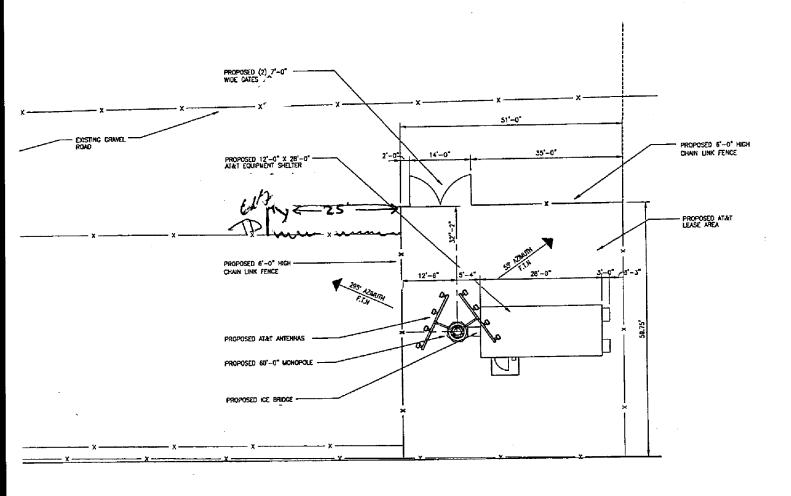
The above described property also known by the street address of: 2070 North Redwood Road Salt Lake City, Utah

# **EXHIBIT C**

٠

to the Site Lease Agreement dated <u>1/12/00</u> between Capitol Industries, Inc., as Landlord, and AT& T Wireless Services of Utah, Inc., as Tenant







# 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:

## 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 62 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. As discussed above, the impact on the area is minimal as the monopole was constructed in 2004 and is adjacent to another monopole.

**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 Master Plan identifies the area along Redwood Road slated for industrial use.

**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.

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

**21a.54.080B: Detrimental Effects Determination**: In analyzing the anticipated detrimental effects of 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	The cellular tower is a conditional use in the M-1 zone.
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 in an area zoned and designed by the associated master plan as "light industrial".
3. The use is well-suited to the	Complies	The use is surrounded by

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		another monopole and buildings that support industrial uses.
4. The mass, scale, style, design, and architectural detailing of the surrounding structures as they relate to the proposed have been considered	Complies	The mass and height of the monopole is like the neighboring wireless facility as shown in the attached site photos.
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 and is accessed from Redwood Park Lane. There is a gravel driveway and access for maintenance to the site.
6. The internal circulation system is designed to mitigate adverse impacts on adjacent property from motorized, non-motorized, and pedestrian traffic	Complies	Internal circulation has been designed to accommodate the proposed use.
7. The site is designed to enable access and circulation for pedestrian and bicycles	Complies	The site is reachable for pedestrians from Redwood Park Lane, although it is not an attractive area for pedestrian activity due to the nature of the nearby businesses and water treatment plant. Bicycles and pedestrians will more likely use the nearby Jordan River Parkway.
8. Access to the site does not unreasonably impact the service level of any abutting or adjacent street	Complies	Transportation did not indicate any issues with the street level of service.
9. The location and design of off- street parking complies with applicable standards of this code	Complies	No parking spaces are required for the site.
10. Utility capacity is sufficient to support the use at normal service levels	Complies	Use has access to all necessary utilities.
11. The use is appropriately screened, buffered, or separated from adjoining dissimilar uses to mitigate potential use conflicts	Complies	The use will be required to meet all landscaping and screening requirements for the M-1 zone prior to the issue of a building permit.
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	Use does not significantly impact sustainability plans nor does it encroach onto a stream or waterway.
13. The hours of operation and	Complies	Once the installation is
delivery of the use are compatible with surrounding uses	Compiles	complete, the tower will only have a few visits from maintenance crews.

# 21A.40.090: ANTENNA REGULATIONS

# Section 21A.40.090.E.9 Additional Conditional Use Requirements

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:** Wireless communication facilities are required to provide services to local businesses. When wireless facilities are in these areas, there are generally few, if any, compatibility concerns. At 62 feet in height, the proposed monopole will be built at a height that is 2 feet higher than what is currently standing. There are also utility poles in the area that are significantly taller than this one. The spacing of the existing poles is appropriate.

Finding: This project satisfies the additional requirements of Section 21A.40.090.E.9.

# Section 21A.40.090.E.2.d.

# Wireless Telecommunications Facilities; Low Power Radio Services Facilities:

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 the same elevation as the antennas and antenna mounting structure (see subsection 21A.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.

**Analysis:** The 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. The proposed tower location is within the M-1 zone and is located greater than 330' from any nearby residential zone.

Finding: This project satisfies the additional requirements of Section 21A.40.090.E.2.d.

# 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 since the applications were submitted:

- <u>May 25, 2022</u> The Rose Park Community Council was sent the 45-day required notice for recognized community organizations. The council has yet to provide comments.
- <u>May 25, 2022</u> Property owners and residents within 300 feet of the development were provided early notification of the proposal.

Notice of the public hearing for the proposal included:

- <u>July 13, 2022</u>
  - Public hearing notice sign posted on the property
- July 15, 2022
  - Public hearing notice mailed
  - Public notice posted on City and State websites and Planning Division list serve

# **Public Input:**

Discuss if the input receives relates to the standards of approval. If input warrants more discussion or identifies an issue that should be addressed to comply with a standard, discuss it as a consideration.

# **ATTACHMENT F: DEPARTMENT REVIEW COMMENTS**

This proposal was reviewed by the following departments. Any requirement identified by a City Department is required to be complied with.

Engineering:
No comments
Zoning:
See Analysis of Standards above.
Fire:
No Fire Code issues with Conditional Use.
Urban Forestry:
NA
Sustainability:
NA
Police:
NA
Public Utilities:

No concerns with proposed Conditional Use.