



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on de minimus changes to an existing T-Mobile cell tower located at 4909 E Willow Brook Ln, Eden, UT 84310.
Agenda Date:	Tuesday, February 20, 2018
Type of Decision:	Administrative
Applicant:	T-Mobile
Authorized Agent:	Eric Shaw
File Number:	CUP# 2017-17

Property Information

Approximate Address:	4909 E Willow Ln, Eden, UT 84310
Project Area:	Approx. 2500 sq. ft.
Zoning:	Commercial Valley (CV-2)
Existing Land Use:	Commercial, Public Utility Substation
Proposed Land Use:	Public Utility Substation
Parcel ID:	22-300-0001
Township, Range, Section:	Township 7 North, Range 1 East, Section 27

Adjacent Land Use

North:	Agriculture/Willow Brook Ln	South:	Agriculture
East:	N Wolf Creek Dr.	West:	Agriculture

Staff Information

Report Presenter:	Tammy Aydelotte taydelotte@co.weber.ut.us 801-399-8794
Report Reviewer:	RK

Applicable Ordinances

- Title 101, Chapter 1 (General Provisions) Section 7 (Definitions)
- Title 104, Chapter 21 (Commercial Valley) (CV-2)
- Title 108, Chapter 1-2 (Design Review, Ogden Valley Architectural, Landscape, and Screening Design Standards)
- Title 108, Chapter 7 (Supplementary and Qualifying Regulations) Section 12 (Towers)
- Title 108, Chapter 2 (Supplementary and Qualifying Regulations) Section 12 (Towers)

Summary and Background

T-Mobile has submitted a proposal that includes plans to update equipment at an existing telecommunications tower located at the top of the 4909 E Willow Ln, Eden, UT, of Weber County. The project currently occupies approximately 2500-sq. ft. of the 3.28-acre parcel. The site is located in the CV-2 Zone as a "Public Utility Substation" and is a conditional use in that zone.

The existing 100' monopole will receive the following scope of work: Installation of 3 sector mounts, 6 antennas, 9 RRU's and 2 hybrid cables at antenna level. On the ground within the existing compound area, there will be installation of 1 new 11' x 20' Equipment Shelter. There will be no expansion to the existing tower height and there will be no expansion of the existing compound. As such, no changes will be made that will affect landscaping, water/wastewater, nor use of the property.

On November 27, 2012, application was submitted for the existing 100' monopole, and equipment shelter. On January 18, 2013, a Notice of Decision was issued, stating the tower include the ability to collocate with other carriers.

Conditional use permits should be approved as long as any harmful impact is mitigated. The Uniform Land Use Code of Weber County, Utah (LUC) already specifies certain standards necessary for mitigation of harmful impact to which the

proposal must adhere. The proposed application appears to meet these standards. The following is staff's evaluation of the request.

Analysis

General Plan: As the community grows the need for public utility service demand increases. This cell site will provide better cellular coverage for residents in the North Powder Ridge Road vicinity. The project site is adjacent to a recreational resort area/ski resort and this use will be in harmony with the surroundings.

Zoning: The subject property is located within the CV-2 Zone. The purpose and intent of this zone is as follows:

"The purpose of the CV-1 and CV-2 zones is to provide suitable areas for the location of the various types of commercial activity needed to serve the people and commerce of the Ogden Valley in unincorporated Weber County. It is also to separate, into two commercial zones, uses based upon the type of activity which are compatible and complementary, as well as the intensity of land utilization and accessory use needs."

Development Standards: The following site development standards per the requirements in the CV-1 Zone for a public utility substation are deferred to LUC §108-10-2 which states:

- (1) Lot area and lot width. No minimum lot area or width, provided that the lot or parcel shall contain an area and width of sufficient size and dimension to safely accommodate the utility facility or use, any necessary accessory use, any landscaping required by this Land Use Code, the required setbacks, and space to park two maintenance vehicles.
- (2) Front yard setback. Front yard setback requirement may be reduced to no less than ten feet if the lot does not directly front on a public or private street right-of-way, provided that the no substation or structure shall be located closer to a public or private street right-of-way than the minimum front yard setback of the zone, or 20 feet, whichever is more restrictive.
- (3) Side yard setback. The side yard setback requirement shall comply with the typical setback specified in the applicable zone regulating the property.
- (4) Rear yard setback. The rear yard setback requirement may be reduced to the following: a. In a residential zone: five feet. b. In an agricultural zone: ten feet. c. In a forest zone: 20 feet. d. In a zone not specifically listed above: typical zone setback as provided in the chapter for that zone.
- (5) Frontage. No frontage is required along a public right-of-way if clear and legal access exists from a public right of way to the site for the purpose of the utility use.

This proposal meets all of the site development standards stated in §104-21-2 (CV-2 Zone) and §108-10-2 (Public Utility Substation). The drawings show a rear setback of approximately 7 feet from the county line to the east of the project area, all other area setbacks are well within standards.

Site Development Standards for a Public Utility Substation: A public utility substation that is located in the CV-2 Zone will comply with the setbacks as outlined in that zone.

Conditional Use Review: The proposed cell tower is allowed as a conditional use within the DRR-1 Zone. The proposed use is termed as a "public utility substation" found in LUC § 108-10-2. A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. The proposed conditional use, mandate a design review as outlined in LUC §108-4-3(e) (16) to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. Certain areas of the design review are only applicable due to the nature of the request. As part of this review, the Planning Director shall consider the applicable matters based on the proposed conditional use and impose conditions to mitigate deficiencies where the plan is found deficient. The matters for consideration are as follows:

- **Considerations relating to traffic safety and traffic congestion:** Access to the site will be gained from the private parking lot to avoid causing traffic safety and congestion.
- **Considerations relating to landscaping:** The southwestern area will have a rock border, with an opening to allow access to Verizon's 12' utility easement.
- **Considerations relating to buildings and site layout:** There is no proposed fencing that will surround the project area.
- **Considerations relating to utility easements, drainage, and other engineering questions:** The Engineering division has stated only a requirement for a Storm Water Pollution Prevention Plan.

- Considerations associated with any rezoning agreement, planned commercial or manufacturing rezoning, or planned residential unit development approval: There are no concerns with regard to this consideration.
- Safety for persons: This Verizon cellular tower is regulated by the FCC. The FCC has set site and signal strength specifications for all cell towers in the United States. As highlighted in page six of the Federal Communications Commission Fact Sheet. “No State, local government, or instrumentality may regulate the structure, placement and modification based on radio frequency emissions to the extent that such facilities comply with federal regulations” (see Exhibit D).

Ogden Valley Signs: There is no proposed signage associated with this request.

Public Safety and Health: Verizon Wireless is regulated by the Federal Communications Commission (FCC). This cell tower will be in compliance with all FCC regulations. Pertinent information highlighted in the Federal Communications Fact Sheet that has been included in this report as Exhibit D. The Weber County Attorney’s office has expressed that since this project will adhere to all Federal Regulations, denial by state and local government or instrumentality is not recommended.

Tax Clearance: The 2017 taxes are paid in full. The 2018 taxes are not due until November 30, 2018.

Staff Recommendation

The Planning Division recommends approval of de minimus changes to the existing cell tower site located at approximately 4909 E Willow Brook Ln, Eden, UT. This recommendation for approval is subject to all conditions for the CUP (CUP 2012-11) issued in January of 2013:

1. This location be co-locatable for other cellular providers.
2. That all doors, vents, and equipment be painted to match the shelter colors
3. Equipment, signage, decals, and warning stickers be screened from public view.
4. That the pole remain a non-reflective galvanized steel color.
5. That the block wall fencing, as required with the previous Conditional Use Permit, continue to match the existing storage unit buildings in style and in color and measure at six feet in height.

This recommendation is based on the following findings:

1. The existing use conforms to the Ogden Valley General Plan.
2. The existing use will not cause harm to the natural surroundings.
3. The existing use, if conditions are imposed, will not be detrimental to the public health, safety, or welfare by adhering to FCC regulation.
4. The existing use, if conditions are imposed, will comply with applicable County ordinances.
5. The existing use, if conditions are imposed, will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Date of Administrative Approval: _____

Rick Grover

Exhibits

- A. Application
- B. Construction Plans/Project Narrative
- C. FCC Fact Sheet

Area Map



Exhibit A

Weber County Conditional Use Permit Application			
Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401			
Date Submitted / Completed 9/29/17	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
Property Owner Contact Information			
Name of Property Owner(s) KBC Leasing LLC (Land Owner)/American Towers Corp (Tower owner)		Mailing Address of Property Owner(s) 5393 E 3850 N Eden, UT 84310	
Phone 208.963.4014	Fax		
Email Address eric.shaw@powderriverdev.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Authorized Representative Contact Information			
Name of Person Authorized to Represent the Property Owner(s) Eric Shaw (Agent) Powder River Development		Mailing Address of Authorized Person 219 S Wooddale Ave Eagle, ID 83616	
Phone 208.963.4014	Fax		
Email Address eric.shaw@powderriverdev.com		Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Property Information			
Project Name T-Mobile colocation 280216 SL03051A Wolf Creek/Liberty		Total Acreage 3.28	Current Zoning CV-2
Approximate Address 4908 E Willow Brook Ln Eden, UT 84310		Land Serial Number(s) 223000001	
Proposed Use Colocation proposed onto an existing wireless communications facility. Use to remain same.			
Project Narrative The scope of work of this project consists of the following: Installation of 3 sector mounts, 6 antennas, 9 RRU's and 2 hybrid cables at antenna level of existing structure. On the ground in the existing compound area, installation of 1 new 20' x 11' Equipment Shelter. There will be no increase to the existing tower height and there will be no expansion to the existing compound.			

Basis for Issuance of Conditional Use Permit

That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community:

The objective of the project is to improve cell phone coverage to customers in the surrounding area.

That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs:

There will be nothing changing the nature of the current facility. All equipment will be setup and operated under the specific guidelines of the pertinent governing bodies to ensure the safety, health and welfare of the community.

That the proposed use will comply with the regulations and conditions specified in this Ordinance for such use:

The current and proposed use does and will comply with all pertinent regulations and conditions.

That the proposed use conforms to the goals, policies and governing principles and land use of the General Plan for Weber County:

The current and proposed use does and will comply with all pertinent regulations and conditions.

That the proposed use will not lead to the deterioration of the environment or ecology of the general area, nor will produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally effect, to any appreciable degree, public and private properties including the operation of existing uses thereon, in the immediate vicinity of the community or area as a whole:

The current and proposed use does and will comply with all pertinent regulations and conditions. This project will not lead to any deterioration or detrimental effects or pollutants to the surrounding public.

Property Owner Affidavit

I (We), _____, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

(Property Owner)

Subscribed and sworn to me this _____

SEE LEASE
AGREEMENT,
PAGE 6

(Notary)

Authorized Representative Affidavit

I (We), _____, (our) representative(s), Powder River D, my (our) behalf before any administrative pertaining to the attached application.

the attached application, do authorized as my ng the attached application and to appear on f to act in all respects as our agent in matters

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before me _____, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

(Notary)

OPTION AND LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by KBC Leasing, LLC, a Limited Liability Company, having a mailing address of 5393 East 3850 North, Eden UT, 84310 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at 4905 East Willow Brook, Eden Utah 84310 in the County of Weber, State of Utah (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.
 - (a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 2500 square feet including the air space above such ground space for the placement of Tenant's Communications Facility as described on attached Exhibit 1 (the "Premises").
 - (b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.
 - (c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord and the payment of an additional [REDACTED] no later than ten (10) days prior to the expiration date of the Initial Option Term.
 - (d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.
 - (e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.
 - (f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property," which includes (without limitation) the

remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. 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. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination 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, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, [REDACTED] (the "Rent"), at the address set forth above. In any partial month occurring after

the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by [REDACTED] over the Rent paid during the previous Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain 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, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(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 its choice.

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

6. 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 Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, 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 or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24 (f) Severability of this Agreement.

7. INSURANCE. During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of [REDACTED] combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. **INTERFERENCE**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective 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 the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's 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 injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's 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.

10. **WARRANTIES**

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) 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; (iv) Landlord's 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 Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. **ENVIRONMENTAL**

(a) Landlord represents and warrants, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive,

litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("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. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, [REDACTED] per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. **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 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 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 of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, 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 structural steel or any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will 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 and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. 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 Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in

Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. 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.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. 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 from Landlord of such failure to pay; 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. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant 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. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to LANDLORD: KBC Leasing
5393 East 3850 North
Eden UT, 84310

If to TENANT: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # SLKCUTU6031
Cell Site Name: Liberty
Fixed Asset #: XXXXXXXXXX
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # SLKCUTU6031
Cell Site Name: Liberty
Fixed Asset # XXXXXXXXXX
(U.S. Mail) P.O. Box 97061
Redmond, WA 98073-9761
(overnight courier) 16331 NE 72nd Way, RTC1
Redmond, WA 98052

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **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 each be entitled to pursue their own separate awards in the condemnation proceeds, 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 on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. 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 on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or

other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement; regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as Exhibit 24b. Either party

may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

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

(e) **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 with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **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.

(g) **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 this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.


(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LANDLORD:
KBC Leasing, LLC

TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Peggy Bowden
Its: Managing member
Date: 8/31/12


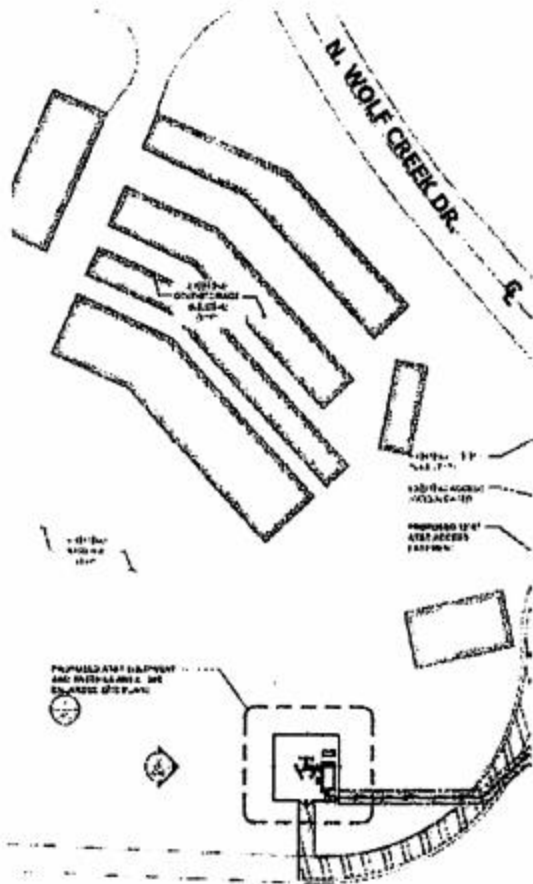
By: 
Print Name: Dennis Neal
Its: Real Estate and Construction Manager
Date: 9/10/2012

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Option and Land Lease Agreement dated ~~SEPTEMBER~~ 2012 by and between KBC Leasing, LLC, a Limited Liability Company, as Landlord, and, New Cingular Wireless PCS, LLC, as Tenant.

The Premises are described and/or depicted as follows: 22-300-0001



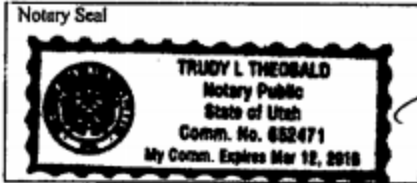
Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

UTAH LANDLORD REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF Weber)

On this 31 day of August 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Peggy Bruden, the managing member of RBC Heating & Air, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company. Witness my hand and official seal.

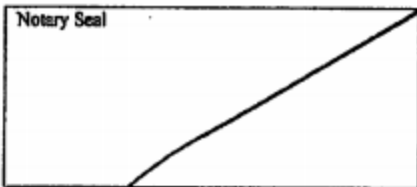


Trudy L Theobald
(Signature of Notary)

UTAH LANDLORD INDIVIDUAL ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF _____)

On this ___ day of _____ 201___, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument, and acknowledged that he/she/they executed the same. Witness my hand and official seal.

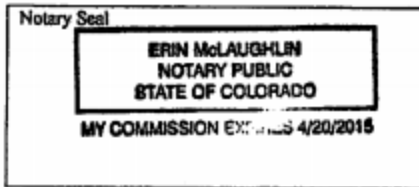


(Signature of Notary)

AT&T ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 10th day of September 2012, by Dennis Neal, the Area Mgr, R&E Construction of AT&T Mobility Corporation.



Erin McLaughlin
(Signature of Notary)

My Commission Expires: 4/20/2015

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

Exhibit B - Project Narrative/Construction Plans



Powder River Development Services, LLC
219 S Wooddale Avenue
Eagle, ID 83616
(208) 938-8844 office
(208) 938-8855 fax
www.powderriverdev.com

September 26, 2017

Weber County
Planning and Development
2380 Washington Blvd
Ogden, UT 84401

Subject: Site No: 280216 SL03051A Liberty
Site Address: 4909 E Willow Brook Ln
Eden, UT 84310
Parcel # 223000001

Dear Community Development,

Powder River Development Services is representing American Tower Corporation (ATC) regarding the T-Mobile network expansion project on an existing wireless communication facility in Weber County, referenced above.

PROJECT NARRATIVE:

The scope of work of this project consists of the following: Installation of 3 sector mounts, 6 antennas, 9 RRU's and 2 hybrid cables at antenna level of existing structure. On the ground in the **existing** compound area, installation of 1 new 11' x 20' Equipment Shelter. There will be no expansion to the existing tower height and there will be no expansion to the existing compound square footage (thusly, no changes will be made that will affect landscaping, water/wastewater nor will there be any change of the use of property).

Enclosed: Weber County conditional use application, \$500.00 check for submittal fees (Per Felix Lleverino), construction drawings (which include vicinity map, site plan and specific project details), parcel information and a flash drive with files of each item. Additionally, the lease documentation has been included, with the colocation (assignment/sublease) section highlighted as authorization for the project.

Please contact me if you will require additional documentation. After reading through 108-4, I think I've included all pertinent items applicable with such a simple colocation project.

Respectfully,

Eric Shaw
Site Acquisition Agent
Powder River Development Services, LLC
219 S. Wooddale Avenue
Eagle, ID 83616
208.963.4014



ATC ASSET #: 280216

SITE NAME: WOLF CREEK RELO

SITE NUMBER: SL03051A

FILE NAME: SL03051A_WOLF CREEK RELO_FCD_092517

LOCATION: 4909 N WILLOW BROOK LN, EDEN, UT 84310

100' MONOPOLE CO-LOCATION

Table with 2 columns: SITE INFORMATION, TOWER OWNER, SITE ADDRESS, COUNTY, LATITUDE, LONGITUDE, GROUND ELEVATION, OCCUPANCY TYPE, ZONING JURISDICTION, ZONING CODE, PARCEL NUMBER, TOWER PROVIDER, FLDG PROVIDER.

Table with 2 columns: CONTACT INFORMATION, A/E SERVICES, ENGINEERING, T-MOBILE WEST LLC, AMERICAN TOWER.

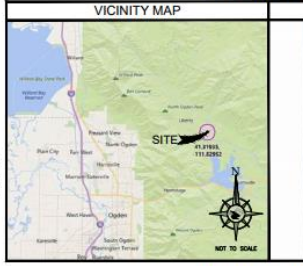


Table with 3 columns: SHEET NO., DESCRIPTION, REV. Drawing index listing sheets T-1 through E-4.

Table with 2 columns: SCOPE OF WORK, APPLICABLE CODES. Lists items like (3) VECTOR MOUNTS, (6) ANTENNAS, and codes like BUILDING CODE 2015 RC.

Table with 2 columns: DRIVING DIRECTIONS, DO NOT SCALE DRAWINGS. Provides directions from Salt Lake City International Airport and a disclaimer for the drawing.

Professional Engineer stamp for Gregory G. Munn, State of Utah, License No. 7745817-22036. Includes T-Mobile logo and site information.

GENERAL NOTES: 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES...

GENERAL NOTES: 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES...

GENERAL NOTES: 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES...

GENERAL NOTES: 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES...

Professional Engineer stamp for Gregory G. Munn, State of Utah, License No. 7745817-22036. Includes T-Mobile logo and site information.

SCALE: 1/8" = 1'-0"

SCALE: 1/8" = 1'-0"

PROJECT SPECIFICATION 1600 (ELECTRICAL)
PART 1: GENERAL

1.1 SUMMARY
A. SECTION INCLUDES: THE MINIMUM REQUIREMENT FOR THE INSTALLATION OF ALL ELECTRICAL SYSTEMS.
B. THE SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENT FOR THE INSTALLATION OF ALL ELECTRICAL SYSTEMS. EACH PUBLICATION SHALL BE THE LATEST EDITION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION, UNLESS NOTED OTHERWISE AS MODIFIED BY THE REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.
C. THE NATIONAL ELECTRICAL SAFETY CODE, LATEST EDITION
D. NFPA 70 (NATIONAL ELECTRICAL SAFETY CODE), LATEST EDITION
E. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION), INCLUDING ALL APPLICABLE AMENDMENTS
F. ILL. (UNDERWRITERS LABORATORIES)
G. THE NATIONAL FIRE PROTECTION ASSOCIATION SHALL BE THE AUTHORITY FOR THE REQUIREMENTS FOR THE INSTALLATION OF ALL ELECTRICAL SYSTEMS AND CABLE AS SPECIFIED HEREIN AND AS SHOWN ON THE DRAWINGS.
H. PERFORMANCE REQUIREMENTS: WHEN FINISHED, WORK SHALL BE IN A COMPLETE AND UNHINDERED STATE, AS REQUIRED IN THE CONTRACT DOCUMENTS.
I. MATERIALS: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS. ALL MATERIAL SHALL BE APPROVED AND LISTED BY OR REFERRED TO IN THE NATIONAL ELECTRICAL SAFETY CODE AND THE NATIONAL FIRE PROTECTION ASSOCIATION.
J. CONDUITS
K. ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, SIZES AS SHOWN ON THE DRAWINGS.
L. ALL EXTERIOR UNDERGROUND CONDUIT SHALL BE PER LOCAL CODE REQUIREMENTS.
M. THE UNDERGROUND CONDUIT SHALL BE INSTALLED WITH COMPRESSION-TYPE FITTINGS.
N. LOCAL-TIGHT FIBER OPTIC CONDUIT SHALL BE USED FOR OUTDOOR LOCATIONS WHERE FIBER OPTIC CONDUIT IS REQUIRED.
O. CONDUIT SHALL BE APPROVED AND LISTED BY OR REFERRED TO IN THE NATIONAL ELECTRICAL SAFETY CODE AND THE NATIONAL FIRE PROTECTION ASSOCIATION.
P. 1/2" AND LARGER STRANDED TYPE, SHUN OR THIN WALL AND UNLUBRICATED TYPE, SHALL BE USED.
Q. CONDUITS IN CONDUIT IN OR ADJACENT TO HIGH HEAT SOURCE SHALL BE TYPE 304L.
R. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
S. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
T. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
U. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
V. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
W. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
X. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
Y. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
Z. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.

PROJECT SPECIFICATION 16070 (GROUNDING)
PART 1: GENERAL

1.1 SUMMARY
A. SECTION INCLUDES: THE MINIMUM REQUIREMENT FOR THE INSTALLATION OF ALL ELECTRICAL SYSTEMS.
B. THE SPECIFICATION DESCRIBES THE MINIMUM REQUIREMENT FOR THE INSTALLATION OF ALL ELECTRICAL SYSTEMS. EACH PUBLICATION SHALL BE THE LATEST EDITION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION, UNLESS NOTED OTHERWISE AS MODIFIED BY THE REQUIREMENTS SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.
C. THE NATIONAL ELECTRICAL SAFETY CODE, LATEST EDITION
D. NFPA 70 (NATIONAL ELECTRICAL SAFETY CODE), LATEST EDITION
E. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION), INCLUDING ALL APPLICABLE AMENDMENTS
F. ILL. (UNDERWRITERS LABORATORIES)
G. THE NATIONAL FIRE PROTECTION ASSOCIATION SHALL BE THE AUTHORITY FOR THE REQUIREMENTS FOR THE INSTALLATION OF ALL ELECTRICAL SYSTEMS AND CABLE AS SPECIFIED HEREIN AND AS SHOWN ON THE DRAWINGS.
H. PERFORMANCE REQUIREMENTS: WHEN FINISHED, WORK SHALL BE IN A COMPLETE AND UNHINDERED STATE, AS REQUIRED IN THE CONTRACT DOCUMENTS.
I. MATERIALS: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AS SPECIFIED IN THE CONTRACT DOCUMENTS. ALL MATERIAL SHALL BE APPROVED AND LISTED BY OR REFERRED TO IN THE NATIONAL ELECTRICAL SAFETY CODE AND THE NATIONAL FIRE PROTECTION ASSOCIATION.
J. CONDUITS
K. ALL UNDERGROUND CONDUIT SHALL BE SCHEDULE 40 PVC, SIZES AS SHOWN ON THE DRAWINGS.
L. ALL EXTERIOR UNDERGROUND CONDUIT SHALL BE PER LOCAL CODE REQUIREMENTS.
M. THE UNDERGROUND CONDUIT SHALL BE INSTALLED WITH COMPRESSION-TYPE FITTINGS.
N. LOCAL-TIGHT FIBER OPTIC CONDUIT SHALL BE USED FOR OUTDOOR LOCATIONS WHERE FIBER OPTIC CONDUIT IS REQUIRED.
O. CONDUIT SHALL BE APPROVED AND LISTED BY OR REFERRED TO IN THE NATIONAL ELECTRICAL SAFETY CODE AND THE NATIONAL FIRE PROTECTION ASSOCIATION.
P. 1/2" AND LARGER STRANDED TYPE, SHUN OR THIN WALL AND UNLUBRICATED TYPE, SHALL BE USED.
Q. CONDUITS IN CONDUIT IN OR ADJACENT TO HIGH HEAT SOURCE SHALL BE TYPE 304L.
R. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
S. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
T. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
U. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
V. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
W. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
X. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
Y. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.
Z. CONDUITS IN CONDUIT ABOVE ROOF, ON TOP OF ROOF OR INSIDE BUILT-UP ROOFING SYSTEMS SHALL BE TYPE 304L.

3.2 EXAMINATION
A. EXAMINE AREAS AND CONDITIONS UNDER WHICH ELECTRICAL GROUNDING AND BONDING CONNECTIONS ARE TO BE MADE AND NOTIFY T-MOBILE CONSTRUCTION SUPERVISOR IN WRITING OF CONDITIONS DETERMINED TO PREVENT COMPLETION OF WORK.
B. THE CONTRACTOR SHALL NOTIFY THE T-MOBILE CONSTRUCTION SUPERVISOR 24 HOURS PRIOR TO WHICH WORK SHALL BE PERFORMED. THE CONTRACTOR SHALL BE NOTIFIED BY THE T-MOBILE CONSTRUCTION SUPERVISOR DURING THAT PERIOD ON THE CONTRACTOR'S OWN ACCOUNT.
C. GROUNDING TESTS
1. THE CONTRACTOR SHALL TEST THE GROUND ELECTRODE SOIL RESISTANCE BY THE METHOD OF ARRANGEMENT SHOWN IN THE FALL OF POTENTIAL METHOD.
2. TEST INSTRUMENTS SHALL OPERATE AT A FREQUENCY OTHER THAN 60 HERTZ AND SHALL CONTAIN SINUS CURRENT AND DC FILTER, FAULT CURRENT PROTECTION AND HAVE SENSITIVITY TO OPERATE AT LOW CURRENT SENSITIVITY.
3. PRIOR TO TESTING, THE CONTRACTOR SHALL DE-ENERGIZE ALL POWER SOURCES, DISCONNECT THE ELECTRICAL CONNECTIONS FROM THE GROUND ROD, WEAR HIGH VOLTAGE RUBBER GLOVES AND SHALL NOT HANDLE TEST INSTRUMENTS AT ALL POSITIVE VOLTAGES.
4. GROUND TESTS ARE TO BE PERFORMED BY QUALIFIED PERSONNEL FAMILIAR WITH THE OPERATION AND FUNCTION OF THE EQUIPMENT AND THE INSTRUMENTS.
5. AN INDEPENDENT APPROVED OUTSIDE FIRM SHALL PERFORM THE GROUND TEST AS REQUIRED. ALL TEST RESULTS SHALL BE FORWARDED TO THE T-MOBILE CONSTRUCTION SUPERVISOR FOR APPROVAL.
6. THE CONTRACTOR SHALL PROVIDE THE FOLLOWING:
a. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
b. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
c. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
d. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
e. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
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v. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
w. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
x. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
y. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.
z. PHOTO DOCUMENTATION OF ALL GROUNDING CONNECTIONS.

T-Mobile

AMERICAN TOWER

POWDER RIVER
Engineering Services, LLC
www.pdrservices.com

LICENSE # C-3065

REV	DATE	DESCRIPTION	BY
1	10/26/17	REVISION	JPT
2	10/26/17	REVISION	JPT
3	10/26/17	REVISION	JPT
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16	10/26/17	REVISION	JPT
17	10/26/17	REVISION	JPT
18	10/26/17	REVISION	JPT
19	10/26/17	REVISION	JPT
20	10/26/17	REVISION	JPT

PROFESSIONAL ENGINEER
No. 7745817-2202
GREGORY G. GREGORY
STATE OF ILLINOIS

SITE INFORMATION
T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE
GENERAL NOTES
SHEET NUMBER
GN-2

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.
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DISCLAIMER:
THESE DRAWINGS WERE PRODUCED WITHOUT THE BENEFIT OF A CURRENT LAND SURVEY. ALL PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN SHALL BE VERIFIED PRIOR TO START OF CONSTRUCTION. POWDER RIVER DEVELOPMENT SERVICES, LLC, DOES NOT GUARANTEE THE ACCURACY OF SAID PROPERTY LINES, EASEMENTS, SETBACKS, AND DIMENSIONS SHOWN.

ENLARGED SITE PLAN

THE UTILITIES AS SHOWN ON THIS SET OF DRAWINGS WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THE INFORMATION PROVIDED IS NOT IMPLIED NOR INTENDED TO BE A COMPLETE INVENTORY OF THE UTILITIES IN THIS AREA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER KNOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE CAUSED BY CONTRACTOR'S ACTIVITIES.

811 Know what's below. Call before you dig.

SCALE: 1/8" = 1'-0" (AS SHOWN)
SCALE: 1/4" = 1'-0" (AS SHOWN)

T-Mobile

AMERICAN TOWER

POWDER RIVER
Engineering Services, LLC
www.pdrservices.com

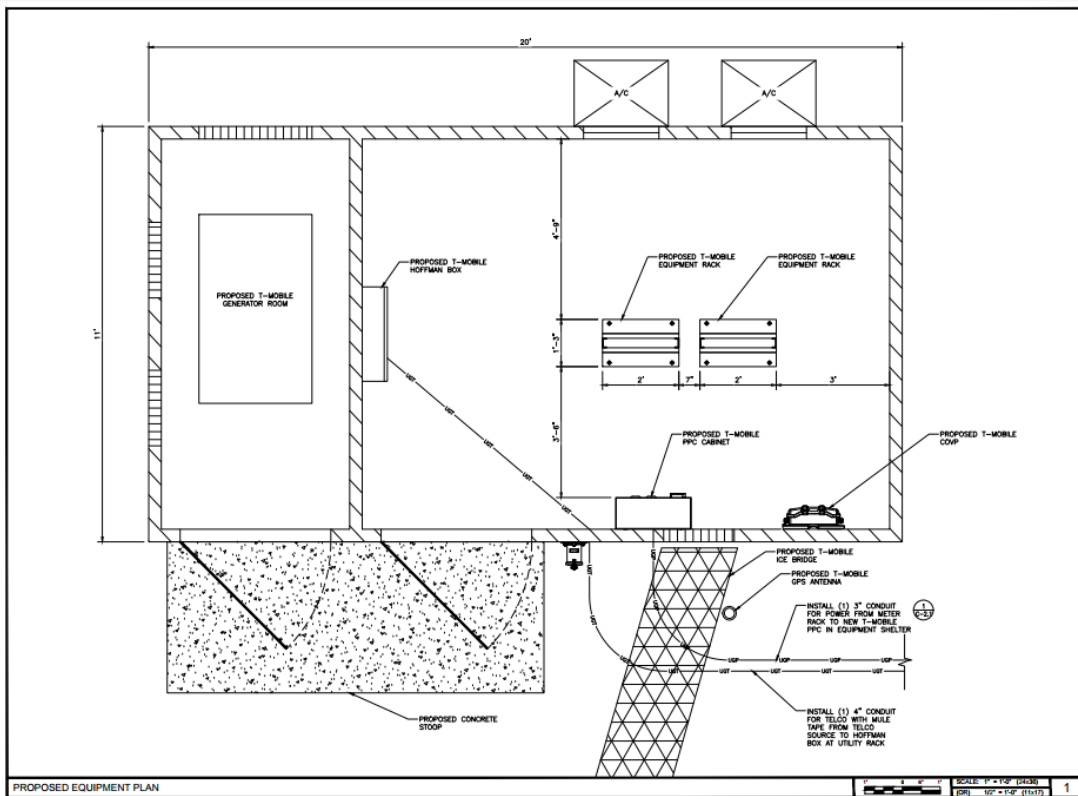
LICENSE # C-3065

REV	DATE	DESCRIPTION	BY
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PROFESSIONAL ENGINEER
No. 7745817-2202
GREGORY G. GREGORY
STATE OF ILLINOIS

SITE INFORMATION
T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE
ENLARGED SITE PLAN
SHEET NUMBER
C-1



PROPOSED EQUIPMENT PLAN
 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO AMERICAN TOWER. ANY USE OF THIS INFORMATION OTHER THAN THAT WHICH RELATES TO THE PROJECT DESCRIBED IS EXPRESSLY PROHIBITED.

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LICENSE #: C-3065

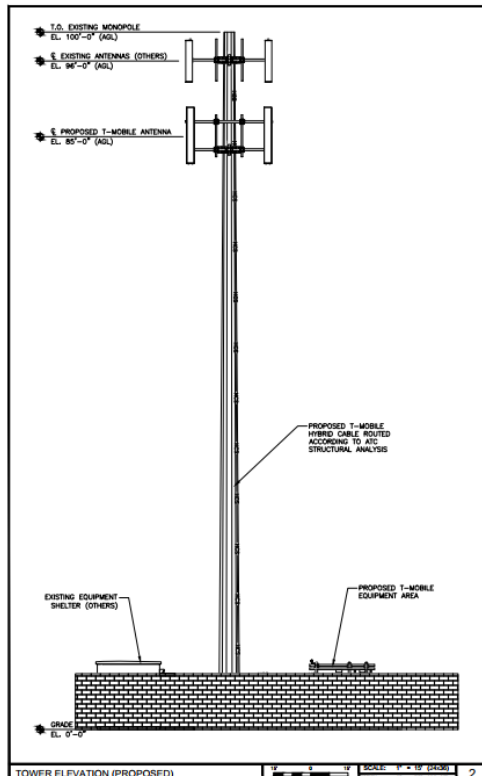
REV	DATE	REVISIONS	INT
1	06/26/17	REVISION	JG
2	06/26/17	ISSUE CONSTRUCTION	JG
3	06/27/17	ISSUED FOR REVIEW	USA
4	06/29/17	ISSUED FOR REVIEW	USA

PROFESSIONAL ENGINEER
 No. 7745817-22002
 GREGORY G. MURPHY
 STATE OF UTAH

SITE INFORMATION
 T-MOBILE #: SL03051A
 ATC #: 280216
 4909 N WILLOW BROOK LN
 EDEN, UT
 84310

SHEET TITLE
PROPOSED EQUIPMENT PLAN

SHEET NUMBER:
C-2



TOWER ELEVATION (PROPOSED)
 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO AMERICAN TOWER. ANY USE OF THIS INFORMATION OTHER THAN THAT WHICH RELATES TO THE PROJECT DESCRIBED IS EXPRESSLY PROHIBITED.

NOTE:
 STRUCTURAL ANALYSIS MUST BE PERFORMED ON ALL ROOFTOPS, FLAGPOLES, LIGHT POLES, AND TOWER SITES BEFORE INSTALLATION OF NEW ANTENNAS, RADIO UNITS, ETC.

SECTOR	PROPOSED ANTENNA SCHEDULE		
	ALPHA (RED)	BETA (GREEN)	GAMMA (BLUE)
ANTENNA POSITION	A-1	A-2	A-1
ANTENNA TYPE	UT18/L21	UT18/L21	UT18/L21
ANTENNA	150	150	150
RAD. CENTER (ASL)	80'-0"	80'-0"	80'-0"
MODEL	CELLMAX COMPOSITE FH-60C-R3	CELLMAX COMPOSITE FH-60C-R3	CELLMAX COMPOSITE FH-60C-R3
CABLE LENGTH	≈ 100'-0"		

ANTENNA PLAN (PROPOSED)
 THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO AMERICAN TOWER. ANY USE OF THIS INFORMATION OTHER THAN THAT WHICH RELATES TO THE PROJECT DESCRIBED IS EXPRESSLY PROHIBITED.

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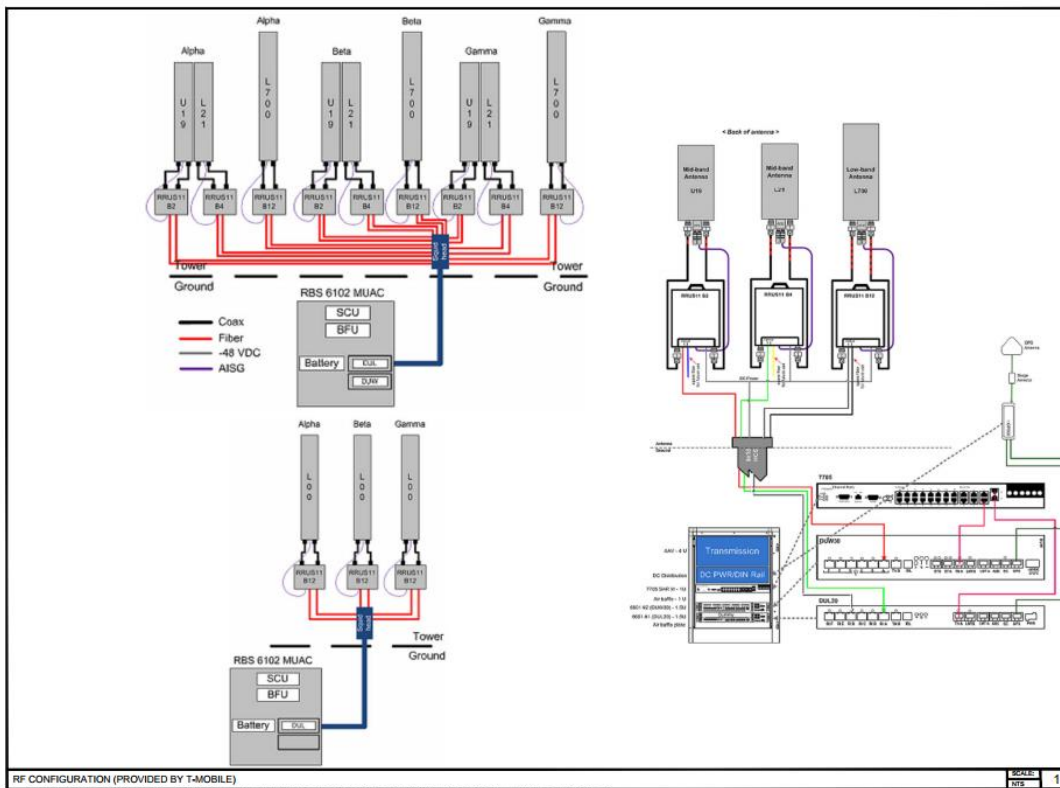
REV	DATE	REVISIONS	INT
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2	06/26/17	ISSUE CONSTRUCTION	JG
3	06/27/17	ISSUED FOR REVIEW	USA
4	06/29/17	ISSUED FOR REVIEW	USA

PROFESSIONAL ENGINEER
 No. 7745817-22002
 GREGORY G. MURPHY
 STATE OF UTAH

SITE INFORMATION
 T-MOBILE #: SL03051A
 ATC #: 280216
 4909 N WILLOW BROOK LN
 EDEN, UT
 84310

SHEET TITLE
ELEVATION & ANTENNA PLAN

SHEET NUMBER:
C-3



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Engineering Services, LLC
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LICENSE # C-3065

REV	DATE	DESCRIPTION	BY
1	08/25/17	REVISED	JAT
2	08/26/17	100% CONSTRUCTION	JAT
3	08/27/17	ISSUED FOR PERMITS	ULS
4	08/29/17	ISSUED FOR PERMITS	ULS

PROFESSIONAL ENGINEER
No. 7745817-2202
GREGORY G. MURPHY
STATE OF UTAH

SITE INFORMATION

T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE:
RFDS SPECIFICATIONS

SHEET NUMBER:
C-3.1

PRODUCT DATABASE
HB114-09J9S18-30M

RADIO FREQUENCY SYSTEMS
The Clear Choice

HYBRIFLEX® RRH Hybrid Feeder Cabling Solution
9x18, 10 AWG, 1-1/4", Single-Mode Fiber, 30m

Technical Features

STRUCTURE	HYBRIFLEX
Cable Type	1-1/4"
Shield	1/2"
Length	30 (9.14)

MECHANICAL SPECIFICATIONS

Outer Diameter Overall	mm (in)	128 (5.04)
Cable Weight	kg/m (lb/ft)	1.241 (0.8)
Minimum Bending Radius, Single Bend	mm (in)	132 (5.2)
Minimum Bending Radius, Multi-Bend	mm (in)	204 (8.03)
Recommended Maximum Climb Spacing	mm (in)	11.3 (0.447)

DC POWER CABLE SPECIFICATIONS

Number of DC Pairs	18	
Maximum DC-Resistance Power Cable	Ohm (AWG)	1.041 (1.04)
Cross Section of Power Cable	mm² (AWG)	153 (12)
DC Wire Jacket Material	PVC	
DC Cable Diameter	mm (in)	4.0 (1.57)
DC Cable Jacket	PVC	
DC Standards (Meets or Exceeds)	UL 2852, PVC Nylon, Non-Halogenated, Corrosion	
Break-out length (Fiber)	mm (in)	400 (15.7)
Break-out length (Battery)	mm (in)	100 (3.9)
DC Cable sealing method	Damage-free flame-retarded polyurethane, with hot melt adhesive	

CABLE JACKETS

UV-Protection Individual and External Jacket	Yes	
Armor Type	Compacted Aluminum	
Maximum DC-Resistance of Armor	Ohm (AWG)	0.9 (0.37)
Diameter Compacted Armor	mm (in)	35 (1.42)

FIBER CABLE SPECIFICATIONS

FIB Cable Type	Dispersion-shifted	
Number of FIB Pairs	18	
Core/Clad	9/125	
Single Bending Radius	mm (in)	127 (5.0)
FIB Standards (Meets or Exceeds)	UL 1504 Type OFAR (UL1696), Tech Standard	
Optical Loss	dB/km	0.6 @ 1300 nm
Fiber Termination End 1	LC	
Fiber Termination End 2	SC	
FO Break-out length (Fiber)	mm (in)	400 (15.7)
FO Break-out length (Battery)	mm (in)	100 (3.9)
Cable sealing method	Damage-free flame-retarded polyurethane, with hot melt adhesive	

TESTING AND ENVIRONMENTAL

Storage Temperature	°C (°F)	-40 to 100 (-40 to 100)
Operation Temperature	°C (°F)	-30 to 60 (-20 to 140)
Insulation Temperature	°C (°F)	-30 to 60 (-20 to 140)

ADDRESS LOSS

Optical Insertion Loss, Assembly or Jumper	dB (dB)	0.05 @ 1300 nm
Optical Insertion Loss, Total Path	dB (dB)	0.08 @ 1300 nm

External Document Links

Installation Instructions
Pre-packed HYBRIFLEX Kits and Accessories

HB114-09J9S18-30M REV: B REV DATE: 3/17/16 www.rfworld.com

SCALE: 1/8" = 1'

PRODUCT DATABASE
HB114-09J9S18-30M

RADIO FREQUENCY SYSTEMS
The Clear Choice

HYBRIFLEX® RRH Hybrid Feeder Cabling Solution
9x18, 10 AWG, 1-1/4", Single-Mode Fiber, 30m

External Link Reference

View Factory Test Results On-line: <http://hyflex.rfworld.com/FactoryData.asp>
HYBRIFLEX Armor Reference Video: <https://www.youtube.com/watch?v=8qUJf9yG0C>

Product Drawing

HB114-09J9S18-30M REV: B REV DATE: 3/17/16 www.rfworld.com

SCALE: 1/8" = 1'

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AMERICAN TOWER

POWDER RIVER
Engineering Services, LLC
www.powderriver.com

LICENSE # C-3065

REV	DATE	DESCRIPTION	BY
1	08/29/17	REVISED	JAT
2	08/29/17	100% CONSTRUCTION	JAT
3	08/29/17	ISSUED FOR PERMITS	ULS
4	08/29/17	ISSUED FOR PERMITS	ULS

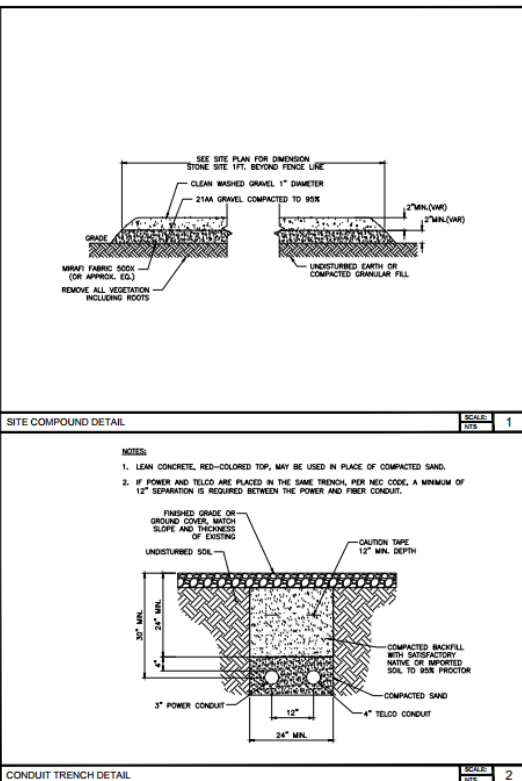
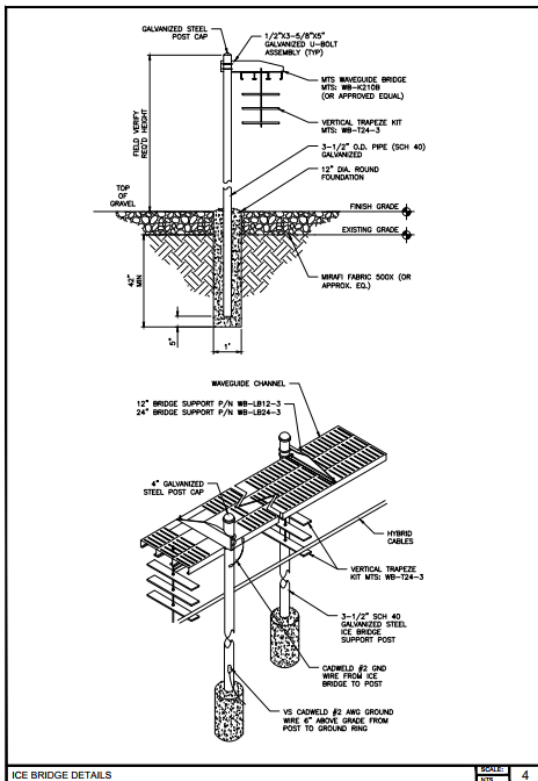
PROFESSIONAL ENGINEER
No. 7745817-2202
GREGORY G. MURPHY
STATE OF UTAH

SITE INFORMATION

T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE:
CABLE SPECIFICATIONS

SHEET NUMBER:
C-3.2



ICE BRIDGE DETAILS SCALE: 1/8\"/>

CONDUIT TRENCH DETAIL SCALE: 1/8\"/>

T-Mobile

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2	06/28/17	100% CONSTRUCTION	JPT
3	06/28/17	ISSUED FOR REVIEW	LLC
4	06/28/17	ISSUED FOR REVIEW	LLC

PROFESSIONAL ENGINEER
No. 7745817-2202
GREGORY G. GREGORY
STATE OF UTAH

SITE INFORMATION
T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT 84310

SHEET TITLE: EQUIPMENT DETAILS
SHEET NUMBER: C-4

NOT USED

CAC Model

Standard Features - CAC Model

- Non-magnetic
- Interior mounting cabinet
- 300 lbs. net weight
- 24\"/>

Specifications - CAC Model

Item	Part Number	Description
CAC212000	200-000	200-000 for transfer device, 20-pole, 12\"/>
CAC212000	200-000	200-000 for transfer device, 20-pole, 12\"/>
CAC212000	200-000	200-000 for transfer device, 20-pole, 12\"/>
CAC212000	200-000	200-000 for transfer device, 20-pole, 12\"/>

Ordering Information - CAC Model

Ordering Matrix - CAC Model

Ordering Matrix	Part Number	Description
Ordering Matrix	200-000	200-000 for transfer device, 20-pole, 12\"/>
Ordering Matrix	200-000	200-000 for transfer device, 20-pole, 12\"/>
Ordering Matrix	200-000	200-000 for transfer device, 20-pole, 12\"/>
Ordering Matrix	200-000	200-000 for transfer device, 20-pole, 12\"/>

PPC SPECIFICATIONS SCALE: 1/8\"/>

HOFFMAN SPECIFICATIONS SCALE: 1/8\"/>

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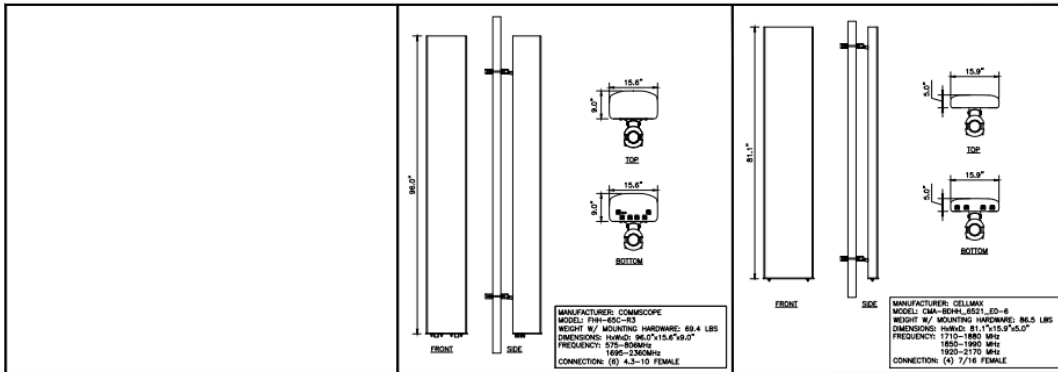
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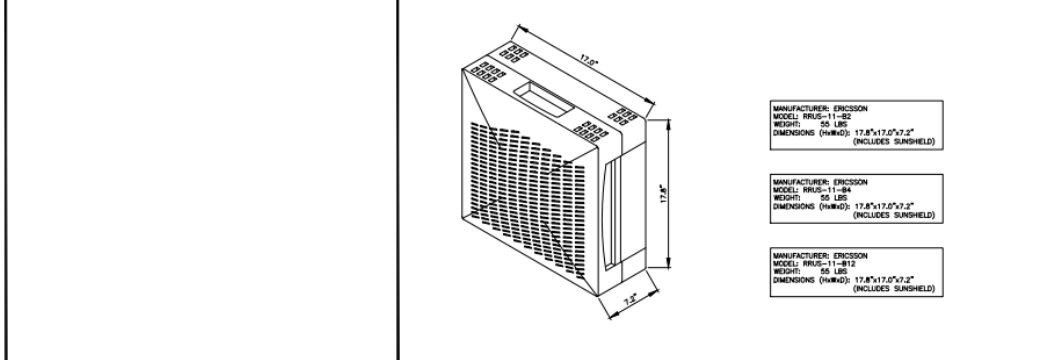
PROFESSIONAL ENGINEER
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GREGORY G. GREGORY
STATE OF UTAH

SITE INFORMATION
T-MOBILE #: SL03051A
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EDEN, UT 84310

SHEET TITLE: EQUIPMENT DETAILS
SHEET NUMBER: C-5



NOT USED SCALE: 4 ANTENNA DETAIL SCALE: 3 ANTENNA DETAIL SCALE: 1



NOT USED SCALE: 5 RRH SPECIFICATIONS SCALE: 2

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LICDNSE # C-3065

REV	DATE	REVISIONS	BY
1	06/20/17	ISSUED	JCF
2	06/16/17	ISSUED FOR REVIEW	JCF
3	06/17/17	ISSUED FOR REVIEW	JCF
4	06/20/17	ISSUED FOR REVIEW	JCF


PROFESSIONAL ENGINEER
No. 7745817-2202
EDEN, UT
GREGORY G. SMURCH
STATE OF UTAH

SITE INFORMATION
T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE:
EQUIPMENT
DETAILS
SHEET NUMBER:
C-6

Product Specifications

COMMSCOPE®



MC-HP12S-12-96
3-Sector Monopole Co-location Platform Kit, 10 in to 30 in OD, 12 ft 6 in face, includes twelve 96 lb pipes

Dimensions

Face Width	3.8 m 12.5 ft
Mounting Diameter, maximum	762.0 mm 30 in
Mounting Diameter, minimum	254.0 mm 10 in
Pipe Outer Diameter	60.3 mm 2 3/8 in
Height	2438.4 mm 96.0 in
Weight	873.1 kg 2141.0 lb
Width	3810.0 mm 150.0 in

Environmental Specifications

Man Rating	250 lb vertical man load at 15 mph (BWS)
Wind Rating	120 mph (BWS) at 100 ft AGL 140 mph (3-second gust) at 150 ft AGL using Exposure D per FBC
Wind Rating Test Method	TIA/EIA-222

General Specifications

Product Type	Co-location platform
Pipe Length	2438.4 mm 96.0 in
Pipe, quantity	12
Includes	Plain end pipes (12) Platform Rail Ring mount
Material Type	Hot dip galvanized steel
Mounting	Monopole, 254-762 mm (10-30 in) OD
Package Quantity	1
Sectors, quantity	3

* Footnotes

Man Rating	BWS—Base Wind Speed
Wind Rating	BWS—Base Wind Speed; FBC—Florida Building Code

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PLATFORM DETAIL SCALE: 1

T-Mobile

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LICDNSE # C-3065

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EDEN, UT
GREGORY G. SMURCH
STATE OF UTAH

SITE INFORMATION
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ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE:
EQUIPMENT
DETAILS
SHEET NUMBER:
C-7



20A OUTDOOR GFCI/SWITCH COMBO

MANUFACTURER: MOOREST ELECTRIC PRODUCTS (OR EQUIVALENT)
 MODEL: U010501008P
 DIMENSIONS: 5.7" x 7"
 WEIGHT: 4.5 LBS
 AMPS: 20
 VOLTS: 120

NOTE:
 REPLACE THE STANDARD SWITCH SUPPLIED WITH THE ENCLOSURE WITH AN INDEPENDENT 20A SPST SPRING WOUND TIMER SWITCH WITH A RANGE FROM 0 TO 2 HOURS (INTERMATIC PART NO. F214) OR EQUIVALENT. THE SWITCH SHALL NOT HAVE A HOLD FEATURE TO OVERRIDE THE TIMER.

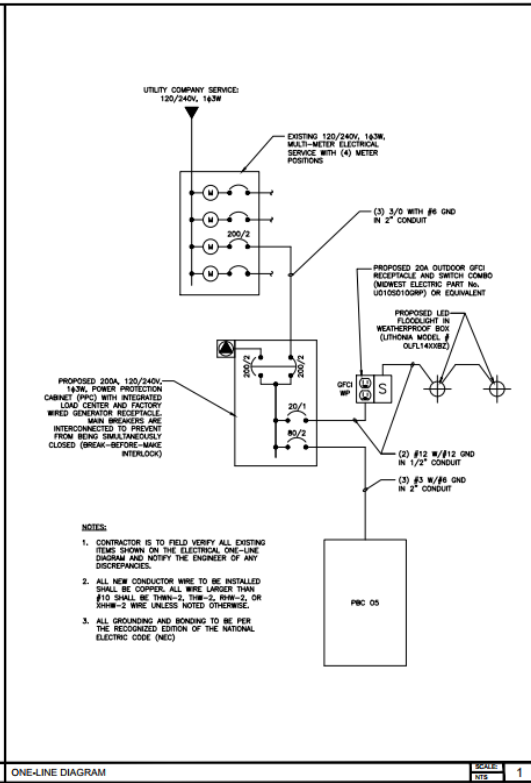



CONTRACTOR IS RESPONSIBLE TO COORDINATE INSTALL OF ELECTRICAL METER WITH UTILITY COMPANY AND VERIFY INSTALLATION WITH T-MOBILE.

ELECTRICAL CONTRACTOR NOTE:
 THESE ELECTRICAL DRAWINGS ARE DIAGNOSTIC ONLY AND SHOW THE GENERAL INTENT OF THE FINAL ARRANGEMENTS OF ELECTRICAL SYSTEMS, EQUIPMENT AND CONNECTIONS. IT IS THE INTENT OF THESE ELECTRICAL DRAWINGS TO REQUIRE APPROPRIATE ELECTRICAL WORK TO COMPLETELY FACILITATE THE ELECTRICAL REQUIREMENTS FOR THE NEW TENANT (T-MOBILE). SOME OF THE ELECTRICAL WORK SHOWN IS EXISTING AND SHALL REMAIN IN PLACE AND NEW WORK ADDED TO ACCOMMODATE T-MOBILE ELECTRICAL REQUIREMENTS. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELECTRICAL EQUIPMENT AND WIRING AND ADD NEW WORK AS REQUIRED TO COMPLETE THE T-MOBILE ELECTRICAL REQUIREMENTS. IT IS NOT INTENDED TO SHOW EXISTING ELECTRICAL WORK EXACTLY AS IS BUT TO SHOW THE INTENT ONLY. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANY FOR ADDED LOAD (T-MOBILE), VERIFY ELECTRICAL AND TELLER SERVICE SIZE AND CAPACITY.

GENERAL NOTES:
 1. ALL WORK IS TO COMPLY WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (NEC) AND ANY LOCAL ORDINANCES, CODES AND ALL OTHER ADMINISTRATIVE AUTHORITIES HAVING JURISDICTION. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL PERMITS AND RELATED FEES.
 2. ALL EQUIPMENT AND MATERIAL FURNISHED AND INSTALLED UNDER THIS CONTRACT SHALL BE UNDERWRITERS LABORATORIES (UL) LISTED, NEW FREE FROM DEFECTS AND SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF FINAL ACCEPTANCE BY OWNER OR HIS REPRESENTATIVE. SHOULD ANY TROUBLE DEVELOP DURING THIS PERIOD DUE TO FACTORY WORKMANSHIP, MATERIAL OR EQUIPMENT, THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS AND LABOR TO CORRECT THE TROUBLE WITHOUT COST TO THE OWNER.
 3. ALL WORK SHALL BE EXECUTED IN A WORKMAN-LIKE MANNER AND SHALL PRESENT A NEAT MECHANICAL APPEARANCE WHEN COMPLETED. CONTRACTOR SHOULD AVOID DAMAGE TO EXISTING UTILITIES WHEREVER POSSIBLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING RELATED TO ELECTRICAL WORK, AND SHALL RESTORE ALL EXISTING LANDSCAPING, SPRINKLER SYSTEMS, CONDUITS, WIRING, PIPING, ETC. DAMAGED BY THE ELECTRICAL WORK TO MATCH CONDITIONS.
 4. ELECTRICAL WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO COMPLETE ELECTRICAL POWER AND LIGHTING SYSTEMS, TELEPHONE AND COMMUNICATION SYSTEMS, PANEL BOARDS, CONDUIT, CONTROL WIRING, GROUNDING, ETC. AS INDICATED ON ELECTRICAL DRAWINGS AND/OR AS REQUIRED BY GOVERNING CODES.
 5. PRIOR TO INSTALLING ANY ELECTRICAL WORK, THE CONTRACTOR SHALL VISIT THE JOB SITE AND VERIFY EXISTING SITE LOCATIONS AND CONDITIONS AND UTILITY SERVICE REQUIREMENTS OF THE JOB AND BY REFERENCE TO ENGINEERING AND EQUIPMENT SUPPLIERS DRAWINGS. SHOULD THERE BE ANY QUESTION OR PROBLEM CONCERNING THE NECESSARY PROVISIONS TO BE MADE, PROPER DIRECTIONS SHALL BE OBTAINED BEFORE PROCEEDING WITH ANY WORK.
 6. PROVIDE POWER AND TELEPHONE TO SERVICE POINTS PER UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL CONDUCT UTILITY SERVICE PLANNING AND GENERAL ALL SERVICE REQUIREMENTS AND INCLUDE COSTS OF SUCH IN THEIR BID.
 7. SERVICE EQUIPMENT SHALL HAVE A SHORT CIRCUIT WITHSTANDING RATING EQUAL TO OR EXCEEDING THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SUPPLY TERMINAL ON THE UTILITY TRANSFORMER. SECONDARY THE INSULATION SHALL BE FREE FROM ANY SHORT CIRCUITS AND GROUNDS.
 8. WHERE APPLICABLE CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANY REGARDING REQUIREMENTS AND INSTALLATION OF A CT CABINET.

ELECTRICAL NOTES:
 1. ALL WIRES SHALL BE STRANDED COPPER WITH THIN/THIN AND 800 VOLTS INSULATION. ALL GROUND CONDUCTORS TO BE PROPERLY SIZED COPPER (STRANDED OR SOLID).
 2. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN ITEMS SHOWN ON THE PLANS AND/OR SPECIFICATIONS, THE NOTE, SPECIFICATION OR CODE WHICH PRECEDES AND ESTABLISHES THE HIGHEST STANDARD OF PERFORMANCE SHALL PREVAIL.
 3. SERVICE CONDUITS SHALL HAVE NO MORE THAN (4) 90° BENDS IN ANY SINGLE RUN. THE CONTRACTOR SHALL PROVIDE PULL BOXES AS NEEDED WHERE CONDUIT REQUIREMENTS EXCEED THESE CONDITIONS. PULL WIRES AND CAPS SHALL BE PROVIDED AT ALL SPARE CONDUITS FOR FUTURE USE.
 4. ALL CABLE POWER AND TELEPHONE SYSTEM CONDUITS SHALL HAVE A MINIMUM 24" SOLID 80 PVC RADIUS SWEEPS TO EQUIPMENT, PULL BOXES, MONOPOLIES, ETC. UNLESS OTHERWISE NOTED, OR AS REQUIRED BY UTILITY COMPANIES.
 5. ALL CONDUIT AND NIPPLE ENTRIES TO CABINET AND METER BOXES WILL BE MADE WITH WEATHER-PROOF ALUM. CONNECTORS OR LOCKNUTS LISTED FOR THE APPLICATIONS WITH NON-METALLIC BUSHINGS.
 6. ONLY ONE SERVICE ALLOWED FOR LOCAL ALL GROUNDING AND BONDING MUST COMPLY WITH NEC 250 REQUIRED.
 7. UPON COMPLETION OF THE JOB, THE CONTRACTOR SHALL FURNISH AS-BUILT DRAWINGS TO THE OWNER.

PLATFORM UTILITY RACK

LICENSE # C-3045

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1	08/18/17	REVISION	JAT
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4	08/25/17	ISSUED FOR REVIEW	ULS

PROFESSIONAL ENGINEER
 No. 7745817-2202
 GREGORY G. GREGORY
 STATE OF UTAH

SITE INFORMATION
 T-MOBILE #: SL03051A
 ATC #: 280216
 4909 N WILLOW BROOK LN
 EDEN, UT
 84310

SHEET TITLE:
 ELECTRICAL
 DETAILS




SHEET NUMBER:
 E-1

T-MOBILE PANEL SCHEDULE

MAIN: 200 AMP MAIN BREAKER		VOLTAGE/PHASE: 120/240V, 1-PHASE, 3-WIRE				AIC RATING: 10,000 AMPS					
MOUNTING: INSIDE PPC CABINET		ENCLOSURE: NEMA 3R				SURGE PROTECTION DEVICE: YES					
DESCRIPTION	LOAD (VA)	C or NC	C/B	CIR No.	LOAD (VA)		CIR No.	C/B	C or NC	LOAD (VA)	DESCRIPTION
					A-PHASE	B-PHASE					
PBC 05	6240	C	80	1	6240		2	30	NC	0	SURGE PROTECTION DEVICE
				3		6240	4		NC	0	
				5	380		6	20	NC	380	GFCI RECEPTACLE AND LIGHTS
				7		0	8				
				9	0		10				
				11		0	12				
				13	0		14				
				15		0	16				
				17	0		18				
				19		0	20				
				21	0		22				
				23		0	24				
					BASE LOAD (VA) =	6620	6240				
				25% OF CONTINUOUS LOAD (VA) =	1560	1560					
				TOTAL LOAD (VA) =	8180	7800					
				TOTAL LOAD (A) =	69	65					

** DESIGNATION IDENTIFIES CONTINUOUS LOADS AND MOTOR LOADS AS REQUIRED BY SECTIONS 230.42 AND 430.24 OF THE NEC

PANEL SCHEDULE

LICENSE # C-3045

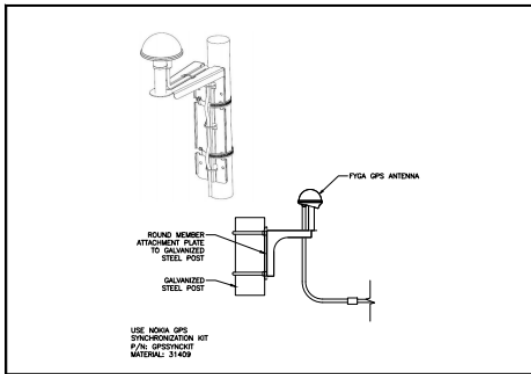
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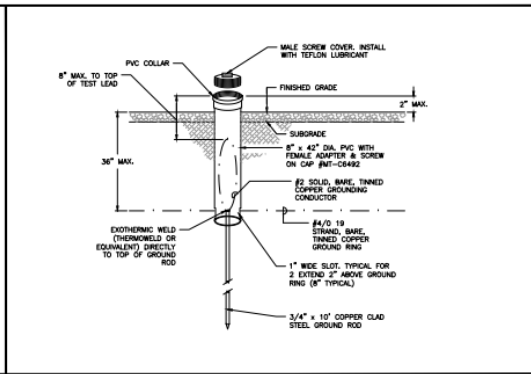
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SHEET TITLE:
 PANEL
 SCHEDULE

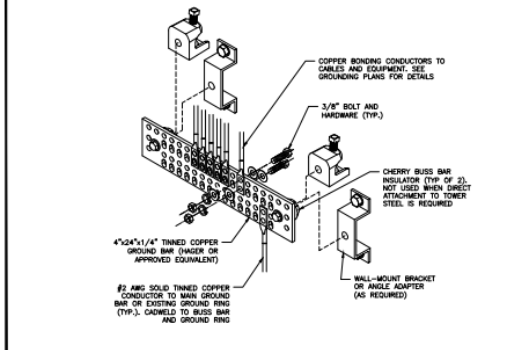
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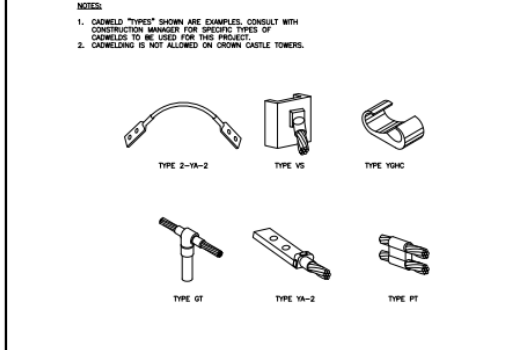
GPS GROUNDING DETAIL SCALE: 3/8" = 1'-0" SHEET: 3



TEST WELL DETAIL SCALE: 1/2" = 1'-0" SHEET: 1



GROUND BAR DETAIL SCALE: 1/2" = 1'-0" SHEET: 4



CADWELD CONNECTION TYPES SCALE: 1/2" = 1'-0" SHEET: 2

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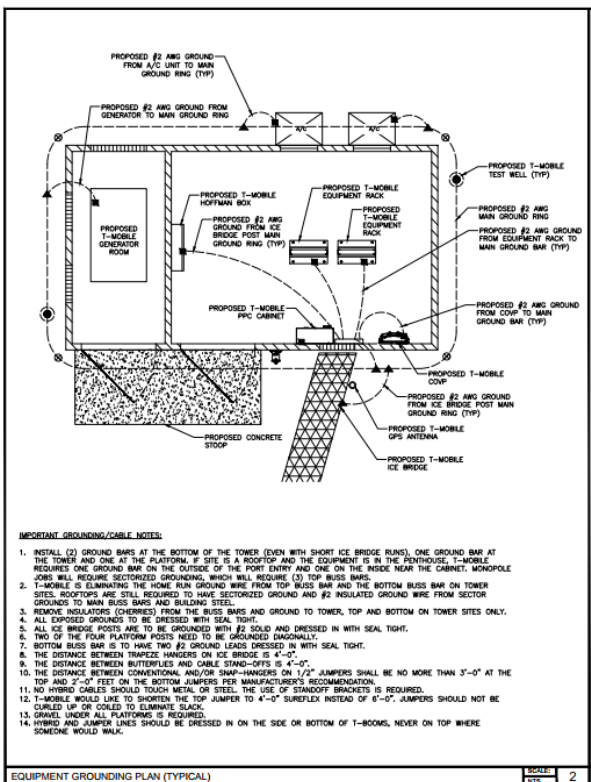
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4	08/22/17	ISSUES FOR REVIEW AND	ULS

PROFESSIONAL ENGINEER
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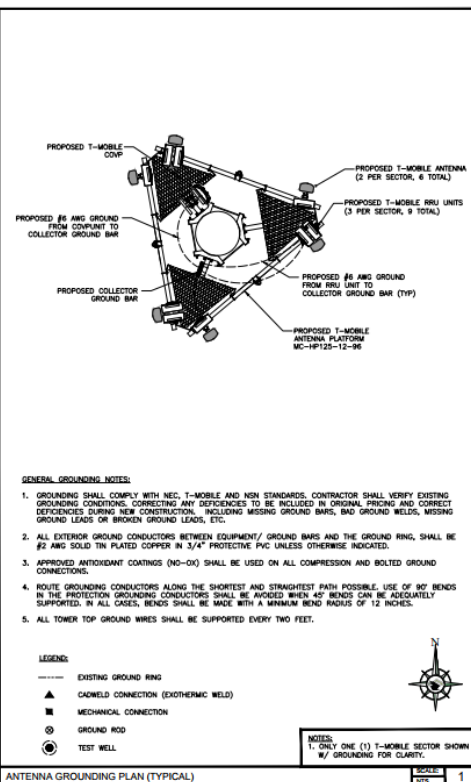
SITE INFORMATION

T-MOBILE #: SL03051A
ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE:
GROUNDING
DETAILS
SHEET NUMBER:
E-3



EQUIPMENT GROUNDING PLAN (TYPICAL) SCALE: 1/8" = 1'-0" SHEET: 2



ANTENNA GROUNDING PLAN (TYPICAL) SCALE: 1/8" = 1'-0" SHEET: 1

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STATE OF UTAH

SITE INFORMATION

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ATC #: 280216
4909 N WILLOW BROOK LN
EDEN, UT
84310

SHEET TITLE:
GROUNDING
PLANS
SHEET NUMBER:
E-4

Exhibit C

ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

<u>HORIZONTAL</u>		<u>VERTICAL</u>	
<u>Code</u>	<u>Tolerance</u>	<u>Code</u>	<u>Tolerance</u>
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
4	+/- 250 ft	D	+/- 50 ft
5	+/- 500 ft	E	+/- 125 ft
6	+/- 1000 ft	F	+/- 250 ft
7	+/- 1/2 NM	G	+/- 500 ft
8	+/- 1 NM	H	+/- 1000 ft
9	Unknown	I	Unknown

Date: AUGUST 29, 2017

Re: SAL - POWDER MOUNTAIN
SE 1/4 OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN

I certify that the latitude of N 41°22'10.74", and the longitude of W 111°45'54.13", are accurate to within 15 feet horizontally and the site elevation of 8899 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:
1-A FAA Letter

Jerry Fletcher, Utah LS no. 6436064