

# GLENN COUNTY

## Planning & Community Development Services Agency

225 North Tehama Street  
Willows, CA 95988  
530.934.6540  
[www.countyofglenn.net](http://www.countyofglenn.net)



Mardy Thomas, Director

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John Merrit  
630 Quintana Road, #321  
Morro Bay, CA 93442  
(805) 865-9668  
[jm@empiremediacorp.com](mailto:jm@empiremediacorp.com)

December 20, 2023

RE: **Conditional Use Permit 1998-002 (AMMD2023-002), Cell Tower Renewal**

To Whom It May Concern,

On Wednesday, December 20, 2023, the Glenn County Planning Commission approved Conditional Use Permit 1998-002 with the Mitigation Measures and Conditions of Approval enclosed with this letter.

Please sign the document as indicated and submit/email to the Glenn County Planning & Community Development Services Agency, 225 North Tehama Street, Willows, CA 95988.

Should you have any questions regarding this matter, please contact the Glenn County Planning & Community Development Services Agency.

Sincerely,

Marie Amaro  
Assistant Planner  
[mamaro@counyofglenn.net](mailto:mamaro@counyofglenn.net)

# GLENN COUNTY

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Mardy Thomas, Director

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### STAFF REPORT

MEETING DATE: December 20, 2023

TO: Glenn County Planning Commission

FROM: Marie Amaro, Assistant Planner

SUBJECT: Conditional Use Permit Amendment 1998-002  
(AMMD2023-002), Cell Tower Renewal

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Attachments:

1. Conditions of Approval
2. Request for Review and Application
3. Comments
4. Public Hearing Notice

## **1 PROJECT SUMMARY**

On August 19, 1998, the Glenn County Planning Commission approved Conditional Use Permit 1998-02 to construct a cellular communications tower and accessory structures. On September 17, 2008, the Glenn County Planning Commission approved a fifteen-year renewal, expiring on August 19, 2023. Spectrasite Communications LLC has applied for an amendment requesting renewal of Conditional Use Permit 1998-02 to continue the existing operation; without expiration.

This project is for the extension of the conditional use permit and to remove the Condition of Approval requirement to update every 15 years; there are no expansions proposed at this time.

The General Plan land use designation is “Industrial” and the zoning designation is “M” (Industrial Zone).

The project is located on the north side of State Highway 32, southwest of Stony Creek, east of County Road Q, in the unincorporated area of Glenn County, California.

### **1.1 RECOMMENDATIONS**

That the Planning Commission find that no subsequent environmental review is necessary pursuant to CEQA Guidelines Section 15162; and that the Planning Commission grant perpetuity for Conditional Use Permit 1998-02, with the Findings as stated in the Staff Report and corresponding revised Conditions of Approval.

## **2 ANALYSIS**

### **2.1 ENVIRONMENTAL DETERMINATION**

The following sections include the review required for the Environmental Determination and the findings for Conditional Use Permit Amendment approval.

#### **CEQA Guidelines (14 CCR 15162) Subsequent EIRs and Negative Declarations**

*(When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*

- 1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

This project is only for the extension of the conditional use permit; there is no expansion proposed at this time; agencies provided no comments regarding impacts. It is, therefore, concluded that the extension is not a new significant environmental effect or a substantial increase in the severity of a previously identified effect.

2. *Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*

There are no substantial changes due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This project is for the extension of the conditional use permit; there is no expansion proposed at this time.

3. *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*

- A. *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

This project is for the extension of the conditional use permit; there is no expansion proposed at this time. There are no new or increase in existing environmental impacts.

- B. *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*

There were no significant effects previously examined in the negative declaration; additionally, this project is only for the extension of the conditional use permit; there is no expansion proposed at this time.

- C. *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

There were no mitigation measures or alternatives previously found to not be feasible, nor did the proponents decline to adopt to a mitigation measure or alternative.

- D. *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

The operator shall continue to comply with all local, state, and federal regulations and permitting requirements for the facility. This project revision will result in no potentially significant impacts to the environment with implementation of the conditions of approval, adopted best management practices, and all applicable federal, state, and local laws and regulations.

A project is exempt from CEQA, if the activity is covered by the general rule that CEQA applies only to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed project is an existing permitted structure, with no revisions to the exterior premises required and therefore, will not result in physical disturbance to the existing environment; therefore, the amendment/extension meets the requirements of CEQA Guidelines Section 15162.

## **2.2 GENERAL PLAN AND ZONING CONSISTENCY (GLENN COUNTY UNIFIED DEVELOPMENT CODE (TITLE 15))**

The site is designated “Industrial” in the Glenn County General Plan and is zoned “M” (Industrial Zone). The extension of the Conditional Use Permit will not adversely affect the General Plan (Finding 4).

### **2.2.1 “M” Industrial Zone (Glenn County Code Chapter 15.44)**

#### Maximum Building Height (Glenn County Code §15.44.060):

The tower is located in the “M” Industrial Zoning District. A conditional use permit is required because of the height of the structure. Section 15.44.070 states the following:

*No building or structure in this zone shall exceed seventy-five feet in height, except as otherwise permitted with a conditional use permit.*

This project is only for the extension of the conditional use permit; there are no expansions proposed at this time. The cellular tower is currently 125 feet in height, this extension will not increase the tower’s maximum height.

#### Minimum Yard Requirements (Glenn County Code §15.44.060):

This project is for the extension of the conditional use permit; there is no expansion proposed at this time.

### **2.2.2 Conditional Use Permit (Glenn County Code Chapter 15.22)**

#### Major Amendment to Conditional Use Permit (Glenn County Code §15.22.030)

*A duly approved conditional use permit may be amended or extended provided the change does not qualify for a minor amendment as defined in section 15.19. All major amendments are to be processed as set forth in Section 15.22.010.* The time extension request does not qualify for a Minor Amendment, and is therefore being processed as a Major Amendment.

Findings (Glenn County Code §15.22.020)

*The approving authority, prior to recommending approval of a development permit shall find as follows:*

- A. That the proposed use at the particular location is necessary or desirable in providing a service or facility which will contribute to the general well-being of the public;*

The proposed amendment to Conditional Use Permit 1998-002 is to grant perpetuity, the use is necessary and desirable to continue providing communication services to the travelling public and numerous residents of Glenn County.

- B. That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity;*

The proposed amendment will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity due to existing safety measures and the project's location in an Industrial designated area. This project will not be subjected to hazardous conditions due to adverse geologic conditions, proximity to airports, fire hazards, or topography. Because of existing laws and statues, this project will not be detrimental to the health, safety, or general welfare of persons or property in the vicinity of the project.

- C. That the site for the proposed use is adequate in size and shape to accommodate said use and to accommodate all of the yards, setbacks, walls or fences, and other features required herein or by the planning commission;*

The existing 2,500 square foot compound is adequate in size and shape to accommodate the maintenance and use of the existing equipment. This project is for the extension of the conditional use permit; there are no expansions or new structures being proposed at this time. The existing site is adequate in size and shape to accommodate this proposal. There is adequate space for on-site parking and unloading/loading.

- D. Except in the case of the expansion of a nonconforming use, that the granting of the permit will not adversely affect the general plan or any area plan of the county.*

The granting of this amendment to Conditional Use Permit 1998-002 will not adversely affect the Glenn County General Plan or any area plan of the County because the proposed project conforms to the General Plan and County Code. The proposed project is consistent with the Land Use Designation of "Industrial" and the zoning designation of "M" (Industrial). The proposed project is a permitted use with a conditional use permit. The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code.

**2.2.2 Conditions of Approval (Updated 2008)**

Pursuant to the approval of the Glenn County Planning Commission, on December 20, 2023, Spectrasite Communications, LLC is hereby granted perpetuity for Conditional Use Permit 1998-002.

The extension of Conditional Use Permit 1998-002 will no longer set to expire; however, the Conditional Use Permit may be revoked as described in the Glenn County Code, or other legal means.

### **3 GENERAL PROVISIONS**

#### Flood Zone Designation:

Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No. 06021C0425D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (unshaded) is a flood zone area of minimal flood hazard, with a flood level above the 500-year flood, according to FIRMS. Additionally, "X" flood area is generally protected by levee from 100-year floods.

#### Fire Protection Regulations:

This project lies within the Orland Fire Protection District. The fire district was provided the application information regarding the proposal and no comments were received.

### **4 COMMENTS**

Request for Review requesting comments on the proposal was sent on September 22, 2023. The following agencies submitted comments regarding this proposal. The comment letters are included attached with this report for review.

#### California Department of Transportation

California Department of Transportation was provided with the application information regarding the proposal and replied with no comments.

#### Glenn County Environmental Health

The Glenn County Environment Health Department was provided the application information regarding the proposal and recommended it be found complete for further processing.

#### Pacific Gas and Electric Company:

Pacific Gas and Electric (PG&E) was provided the application information and replied with no comments or conditions.

### **5 OTHER REQUIREMENTS**

There is a ten (10) calendar day appeal period following Planning Commission action on this conditional use permit (Glenn County Code §15.05.020). An appeal made to the Glenn County Board of Supervisors must be made in accordance with Section 15.05.020 of the Glenn County Code and the Board of Supervisors will hear the appeal as prescribed. The decision of the Board of Supervisors may then be challenged in court.

The necessary permits shall be secured in all affected federal, state, and local agencies. It is the responsibility of the applicant/operator to make certain all requirements are met and permits are obtained from all other agencies.

In addition to the Conditions of Approval, the applicant's and his/her technical or project management representative's attention is directed to the project comments from other agencies reviewing the application. The items noted are a guide to assist the applicant in meeting the requirements of applicable government codes. Project comments may also note any unusual circumstances that need special attention. The items listed are a guide and not intended to be a comprehensive summary of all codified requirements or site-specific requirements.

## **6 FINDINGS**

### **6.1 FINDING FOR CEQA EXEMPTION**

#### Finding 1 (CEQA Guidelines 14 CCR 15162 (a) (1))

This project is to grant perpetuity of the conditional use permit; there are no expansions proposed at this time; other agencies provided no comments regarding impacts. It is therefore concluded that the time extension is not a new significant environmental effect or a substantial increase in the severity of a previously identified effect.

#### Finding 2 (CEQA Guidelines 14 CCR 15162 (a) (2))

There are no substantial changes due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This project is for the extension of the conditional use permit; there are no expansions proposed at this time.

#### Finding 3 CEQA Guidelines 14 CCR 15162 (a) (3) (A-D)

- A. This project is only for the extension of the conditional use permit; there are no expansions proposed at this time.
- B. Significant effects will not be more severe than previously examined in the negative declaration.
- C. There were no mitigation measures or alternatives previously found to not be feasible, nor did the proponents decline to adopt to a mitigation measure or alternative.
- D. The operator shall continue to comply with all local, state, and federal regulations and permitting requirements for the facility. This project revision will result in no potentially significant impacts to the environment with implementation of the conditions of approval, adopted best management practices, and all applicable federal, state, and local laws and regulations.

### **6.2 FINDINGS FOR CONDITIONAL USE PERMIT**

According to Glenn County Code Sections 15.22.010 and 15.22.030, the following Findings listed in Glenn County Code 15.22.020 shall be made prior to recommending approval of a conditional use permit:



### Finding 1

That Conditional Use Permit 1998-002 is no longer set to expire; however, the Conditional Use Permit may be revoked as described in the Glenn County Code or other legal means.

### Finding 2

That the proposed amendment will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity due to existing safety measures and the project's location in an industrial designated area. This project will not be subjected to hazardous conditions due to adverse geologic conditions, proximity to airports, fire hazards, or topography. Because of existing laws and statues, this project will not be detrimental to the health, safety, or general welfare of persons or property in the vicinity of the project.

### Finding 3

That the existing compound is adequate in size and shape to accommodate the maintenance and use of the existing equipment as well as future collocation equipment. No new structures are being proposed. This project is only for the extension of the conditional use permit; there are no expansions proposed at this time. The existing site is adequate in size and shape to accommodate this proposal. There is adequate space for on-site parking and unloading/loading.

### Finding 4

That the granting of this amendment to Conditional Use Permit 1998-002 will not adversely affect the Glenn County General Plan or any area plan of the County because the proposed project conforms to the General Plan and County Code. The proposed project is consistent with the Land Use Designation of "Industrial" and the zoning designation of "M" (Industrial). The proposed project is a permitted use with a conditional use permit. The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code.

## **7 SAMPLE MOTIONS**

### Environmental Determination

I move that pursuant to CEQA Guidelines Section 15162, the Planning Commission find that no subsequent environmental review is necessary.

### Conditional Use Permit

I (further) move that the Planning Commission approve the proposed amendment to Conditional Use Permit 1998-002 with the Findings as presented in the Staff Report and the existing Conditions.

## **CONDITIONS OF APPROVAL**

### **CONDITIONAL USE PERMIT 98-02, AMENDMENT**

#### **Spectrasite Communications, LLC APN: 046-170-015**

Pursuant to the approval of the Glenn County Planning Commission, American Tower Corporation is granted an amendment to Conditional Use Permit 98-02 in order to continue the existing cellular tower and accessory structures without expiration.

1. That the area in operation shall be confined to those areas as delineated in Exhibit A as filed with the Glenn County Planning and Public Works Agency.
2. That the Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. That this conditional Use Permit authorizes only one operator at a time at this site. Any successor or assignee to American Tower shall send a letter to the Planning and Public Works Agency prior to assumption or transfer of operations stating that they have read and understand this Conditional Use Permit and agree to each and every condition thereof.
4. If upon approval of this Conditional Use Permit any health or safety hazard arises due to the operation allowed by this Conditional Use Permit, the Planning Commission shall hold a Public Hearing to hear comments and consider whether Conditions of Approval need to be revised, added or revoked.
5. That the permittee shall secure a permit from any other County or State agencies that are necessary. Copies of said permits shall be filed with the Glenn County Planning and Community Development Services Agency.
6. That the permit holder shall comply with the terms and conditions of this Permit unless more restrictive conditions have been included in other required permits in which case the more restrictive shall apply.

7. That the noise from the support equipment and permanent installation shall not exceed 60 decibels at the property line at all times.

8. That the applicant shall pay an annual Mitigation Monitoring Fee of two hundred fifty dollars (\$250.00) within ten (10) working days from the date of approval of the amendment of the Conditional Use Permit. The Fee shall be paid on September 1 of each following year and shall continue until the cellular tower is abandoned in accordance with California Public Resources Code and California Code of Regulations, and the site has been completely reclaimed and approved by the Planning and Public Works Agency Director.

9. That a 20 foot by 20 foot on-site parking area shall be provided.

10. That the operator shall maintain financial assurances in the amount of \$25,000 to ensure mechanism may be a letter of credit, performance bond, time certificate or other instrument approved by the Planning and Public Works Agency Director. That the financial assurances shall be revised each year and continuously maintained at the amount required as necessary.

11. That the previous Conditions of Approval for Conditional Use Permit 1998-003 are void and that these Conditions shall apply.

Acknowledgment

I hereby declare that I have read the foregoing conditions; that they are in fact the conditions that were imposed upon the granting of this permit, and that I agree to abide fully by said conditions. Additionally, I have read the Staff Report and I am aware of codified County, State, and/or Federal standards and regulation that shall be met with the granting of this permit.

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

John Merritt, Agent

# GLENN COUNTY

## Planning & Community Development Services Agency

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Mardy Thomas, Director

### REQUEST FOR REVIEW

#### COUNTY DEPARTMENTS/DISTRICTS

- Glenn County Agricultural Commissioner
- Glenn County Air Pollution Control District/CUPA
- Glenn County Assessor
- Glenn County Building Inspector
- Glenn County Engineering & Surveying Division
- Glenn County Environmental Health Department
- Glenn County Sheriff's Department
- Glenn County Board of Supervisors
- Glenn County Counsel
- Glenn County Planning Commission
- Glenn LAFCO

#### FEDERAL AGENCIES

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- U.S. Department of Agriculture
- U.S. Bureau of Reclamation – Willows
- Federal Aviation Administration

#### OTHER

- Orland Unit Water
- California Water Service Co. (Chico)
- Sacramento River National Wildlife Refuge
- City of Willows
- Comcast Cable (Chico Office)
- Community Services District:
- Pacific Gas and Electric Company (PG&E)
- Fire Protection District: Orland
- Glenn County Resource Conservation District
- School District: Willows

#### STATE AGENCIES

- Central Valley Flood Protection Board
- Central Valley Regional Water Quality Control Board (RWQCB)
- State Water Resources Control Board – Division of Drinking Water
- Department of Alcoholic Beverage Control (ABC)
- Department of Public Utilities Commission
- Department of Conservation, Office of Mine Reclamation (OMR)
- Department of Conservation, Division of Oil, Gas, and Geothermal Resources
- Department of Fish and Wildlife
- Department of Food and Agriculture
- Department of Forestry and Fire Protection (Cal Fire)
- Department of Housing and Community Development (HCD)
- Department of Public Health
- Department of Toxic Substances Control (DTSC)
- Department of Transportation (Caltrans)
- Department of Water Resources (DWR)
- Office of the State Fire Marshall
- CalRecycle

- Northeast Center of the California Historical Resources Information System
- Grindstone Rancheria of Wintun-Wailaki
- Paskenta Band of Nomlaki Indians
- Mechoopda Indian Tribe of Chico Rancheria
- Colusa Indian Community Council Cachi Dehe Band of Wintun Indians

DATE: September 22, 2023

PROJECT: Conditional Use Permit 1998-002, Amendment  
(AMMD2023-002), Cell Tower Extension

PLANNER: Marie Amaro, Assistant Planner, [mamaro@countyofglenn.net](mailto:mamaro@countyofglenn.net)

APPLICANT: Spectrasite Communications, LLC  
630 Quintana Road, #321  
Morro Bay, CA 93442  
[jm@empiremediacorp.com](mailto:jm@empiremediacorp.com)  
(805) 865-9668

LANDOWNER: North Valley Rock LLC  
P.O. Box 751300  
Petaluma, CA 94975  
(530) 865-9668

PROPOSAL: On August 19, 1998, the Glenn County Planning Commission approved Conditional Use Permit 1998-02 to construct a cellular communications tower and accessory structures. On September 17, 2008 the Glenn County Planning Commission approved a fifteen-year renewal, expiring on August 19, 2023. Spectrasite Communications LLC has applied for an amendment requesting renewal of Conditional Use Permit 1998-02 to continue the existing operation without expiration.

This project is only for the extension of the conditional use permit and to remove the Condition of Approval to update every 15 years; there are no expansions proposed at this time.

Additional project information/documentation is included; refer to the attached application and documents.

LOCATION: The project is located on the north side of State Highway 32, southwest of Stony Creek, east of County Road Q, in the unincorporated area of Glenn County, California.

APN: 046-170-015 (± 23.37 acres)

ZONING: "M" Industrial

GENERAL PLAN: "Industrial"

FLOOD ZONE: Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No. 06021C0425D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (unshaded) is a flood zone area of minimal flood hazard, with a flood level above the 500-year flood, according to FIRMS. Additionally, "X" flood area is generally protected by levee from 100-year floods.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed conditions of approval. If comments are not received by **Monday, October 16, 2023**, it is assumed that there are no specific comments to be included in the initial analysis of the project. Comments submitted by e-mail are welcomed. Thank you for considering this matter.

**AGENCY COMMENTS:**

Please consider the following:

1. Is the information in the application complete enough to analyze impacts and conclude review?
2. Comments may include project-specific code requirements unique to the project. Cite code section and document (i.e. General Plan, Subdivision Map Act, etc.).
3. What are the recommended Conditions of Approval for this project and justification for each Condition? When should each Condition be accomplished (i.e. prior to any construction at the site, prior to recording the parcel map, filing the Final Map, or issuance of a Certificate of Occupancy, etc.)?
4. Are there significant environmental impacts? What mitigation(s) would bring the impacts to a less than significant level? When should mitigation(s) be accomplished (i.e. prior to recording parcel map, filing Final Map, or Certificate of Occupancy, etc.)?

# ATC 301208 PERMIT RENEWAL

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

## GLENN COUNTY PLANNING AND COMMUNITY DEVELOPMENT SERVICES AGENCY

255 Tehama Street  
Willows, CA 95988  
(530) 934-6540

[planning@countyofglenn.net](mailto:planning@countyofglenn.net)

### APPLICATION FOR CONDITIONAL USE PERMIT

NOTE: FAILURE TO ANSWER APPLICABLE QUESTIONS AND REQUIRED ATTACHMENTS COULD DELAY THE PROCESSING OF YOUR APPLICATION.

1. Applicant(s):

Name: SPECTRASITE COMMUNICATIONS, LLC

Address: 630 QUINTANA ROAD, #321, MORRO BAY, CA 93442

Phone: 805-771-0123 E-Mail JM@EMPIREMEDIACORP.COM

2. Property Owner(s):

Name: NORTH VALLEY ROCK, LLC

Address: PO BOX 751300, PETALUMA, CA 94975

Phone: 530-865-9668 E-Mail \_\_\_\_\_

3. Engineer/Person who Prepared Site Plan (if applicable):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

4. Name and address of property owner's duly authorized agent (if applicable) who is to be furnished with notice of hearing (§65091 California Government Code).

Name: JOHN MERRITT

Mailing Address: 630 QUINTANA ROAD, #321, MORRO BAY, CA 93442

5. Existing Use of Property: ROCK PROCESSING & SALES
6. Original Conditional Use Permit: 98-02
7. Request or Proposal: RENEW EXISTING USE PERMIT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Address and Location of Project: 7266 HIGHWAY 32, ORLAND
9. Current Assessor's Parcel Number(s): 046-170-015-000
10. Existing Zoning (<http://gis.gcppwa.net/zoning/>): M
11. Provide any additional information that may be helpful in evaluating your proposal. Example - number of employees, hours of operation, number of truck deliveries/loadings per day: EXISTING CELL SITE CONTINUES TO SERVE THE AREA.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Setback Dimensions (Distance from property line to proposed structure):  
North: 1114 ft. South: 270 ft.  
East: 2565 ft. West: 1 ft.  
Other Setback/s: \_\_\_\_\_ ft.
13. Provide the following information:  
Size of Assessor Parcel: 1,105,117 sq.ft. 25.37 acres  
Mean height of structure: 125 ft. Peak height of structure: 125 ft.  
Dimensions of proposed including overhangs: NA ft. x NA ft.  
Total Square Footage (Existing): 2500 sq.ft.  
Total Square Footage (Proposed): 2500 sq.ft.



**DECLARATION UNDER PENALTY OF PERJURY**

(Must be signed by Applicant(s) and Property Owner(s))  
(Additional sheets may be necessary)

The Applicant(s) and/or Property Owner(s), by signing this application, shall be deemed to have agreed to defend, indemnify, release and hold harmless the County, its agents, officers, attorneys, employees, boards and commissions from any claim, action or proceeding brought against the foregoing individuals or entities, the purpose of which is to attack, set aside, void or null the approval of this development entitlement or approval or certification of the environmental document which accompanies it, or to obtain damages relating to such action(s). This indemnification agreement shall include, but not be limited to, damages, costs expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of the entitlement whether or not there is concurrent passive or active negligence on the part of the County.

**Applicant(s):**

Signed:  \_\_\_\_\_

Print: Margaret Robinson, VP, UST Legal, SpectraSite Communications, LLC \_\_\_\_\_

Date: 8/9/23 \_\_\_\_\_

Address: 10 PRESIDENTIAL WAY, WOBURN, MA 01801 \_\_\_\_\_

I am (We are) the owner(s) of property involved in this application and I (We) have completed this application and all other documents required.

I am (We are) the owner(s) of the property involved in this application and I (We) acknowledge the preparation and submission of this application.

I (We) declare under penalty of perjury that the foregoing is true and correct.

Property Owner(s):

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

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

Address: \_\_\_\_\_



VICINITY MAP



**AMERICAN TOWER®**

**SITE NAME: HWY 32 WEST**  
**SITE NUMBER: 301208**  
**SITE ADDRESS: 7266 HIGHWAY 32**  
**ORLAND, CA 95963**



LOCATION MAP

**AMERICAN TOWER®**  
**ATC TOWER SERVICES, LLC**  
 800 REGENCY PARKWAY  
 SUITE 100  
 CARY, NC 27518  
 PHONE: (919) 498-9112

THESE DRAWINGS AND/OR THE INFORMATION SPECIFICATION IS INTENDED FOR SERVICE ARE THE PROPERTY OF AMERICAN TOWER. THESE DRAWINGS AND/OR SPECIFICATIONS SHALL BE RESTRICTED TO THE PROJECT FOR WHICH THEY ARE PREPARED. ANY USE OR REPRODUCTION OF THESE DRAWINGS AND/OR SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF AMERICAN TOWER MAY BE STRICTLY PROHIBITED. TITLE TO THE PROJECT AND/OR THE PROJECT INFORMATION IS RESERVED BY AMERICAN TOWER. THE PROJECT INFORMATION IS PROVIDED FOR THE PROJECT FOR THE PROJECT. THE PROJECT INFORMATION IS PROVIDED FOR THE PROJECT FOR THE PROJECT. THE PROJECT INFORMATION IS PROVIDED FOR THE PROJECT FOR THE PROJECT.

REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	EB	08/07/23
2	REV. GROUND	EB	08/07/23

ATC SITE NUMBER:  
**301208**  
 ATC SITE NAME:  
**HWY 32 WEST**

**COMPLIANCE CODE**  
 ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2019 CALIFORNIA ADMINISTRATIVE CODE
- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA RESIDENTIAL CODE
- 2019 CALIFORNIA ELECTRICAL CODE
- 2019 CALIFORNIA PLUMBING CODE
- 2019 CALIFORNIA ENERGY CODE
- 2019 CALIFORNIA FIRE CODE
- 2019 CALIFORNIA EXISTING BUILDING CODE (EB)
- 2018 INTERNATIONAL BUILDING CODE (IBC)
- NATIONAL ELECTRICAL CODE (NEC)
- NATIONAL BUILDING CODE (NBC)
- CITY/COUNTY ORDINANCES

**UTILITY COMPANIES**

POWER COMPANY: PG&E  
 PHONE: (800) 743-5002  
 TELEPHONE COMPANY: ATT  
 PHONE: (800) 322-1321



Know what's below.  
 Call before you dig.

**CONDITIONAL USE PERMIT RENEWAL**

COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION	SHEET NO.	DESCRIPTION	REV.	DATE	BY:
	<b>SITE ADDRESS:</b> 7266 HIGHWAY 32 ORLAND, CA 95963 COUNTY, GLENN  <b>GEOGRAPHIC COORDINATES:</b> LATITUDE: 38.7174736 LONGITUDE: -122.133718 GROUND ELEVATION: 297' ANSL  <b>ZONING INFORMATION:</b>  JURISDICTION: GLENN COUNTY PARCEL NUMBER: 046-170-016-000	<p>THIS SUBMITTAL IS FOR RE-PERMITTING WITH GLENN COUNTY. THE SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS. NO CHANGES TO EXISTING ARE PROPOSED.</p> <p><b>PROJECT NOTES</b></p> <ol style="list-style-type: none"> <li>THE FACILITY IS UNMANNED.</li> <li>A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.</li> <li>EXISTING FACILITY MEETS OR EXCEEDS ALL FAA AND FCC REGULATORY REQUIREMENTS.</li> <li>THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STRIP WATER DRAINAGE.</li> <li>NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.</li> <li>HANDICAP ACCESS IS NOT REQUIRED.</li> </ol>	0-001	TITLE SHEET	1	08/07/23	EB
			C-101	OVERALL SITE PLAN	1	08/07/23	EB
			C-102	DETAILED SITE PLAN & TOWER ELEVATION	1	08/07/23	EB
			C-501	SIGNAGE	0	08/02/23	EB
<b>PROJECT TEAM</b>  <b>TOWER OWNER:</b> SPECTRASITE COMMUNICATIONS, LLC 10 PRESIDENTIAL WAY WCBURN, MA 01801  <b>PROPERTY OWNER:</b> VALLEY ROCK PRODUCTS INC 10 PRESIDENTIAL WAY ORLAND, CA 95963  <b>ENGINEER:</b> ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 103 CARY, NC 27518  <b>AGENT:</b> BOB WELLS JR ATTORNEY AMERICAN TOWER 10 PRESIDENTIAL WAY WCBURN, MA 01801		<b>PROJECT LOCATION DIRECTIONS</b>  I-5 NORTH TO ORLAND AREA. EXIT EAST ON HWY 32 HEADING NORTH. TURN RIGHT ON HWY 32. TURN LEFT ON HWY 32. CONTINUE EAST FROM HWY 32. NEAREST CROSS STREET IS COUNTY ROAD RR. THE SITE IS LOCATED IN VALLEY ROCKS ROAD.					



Digitally signed  
 by Scott Fletcher  
 Date: 2023.09.07  
 17:56:06 -0400

DATE DRAWN: 08/02/23  
 ATC JOB NO: 1452295\_01

**TITLE SHEET**

SHEET NUMBER:  
**G-001**  
 REVISION:  
**1**



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REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	EB	08/02/23
2	REV. COMPOUND	EB	08/07/23
3			
4			

ATO SITE NUMBER  
**301208**

ATO SITE NAME:  
**HWY 32 WEST**

SITE ADDRESS:  
7286 HIGHWAY 32  
ORLAND, CA 94553

SEAL:



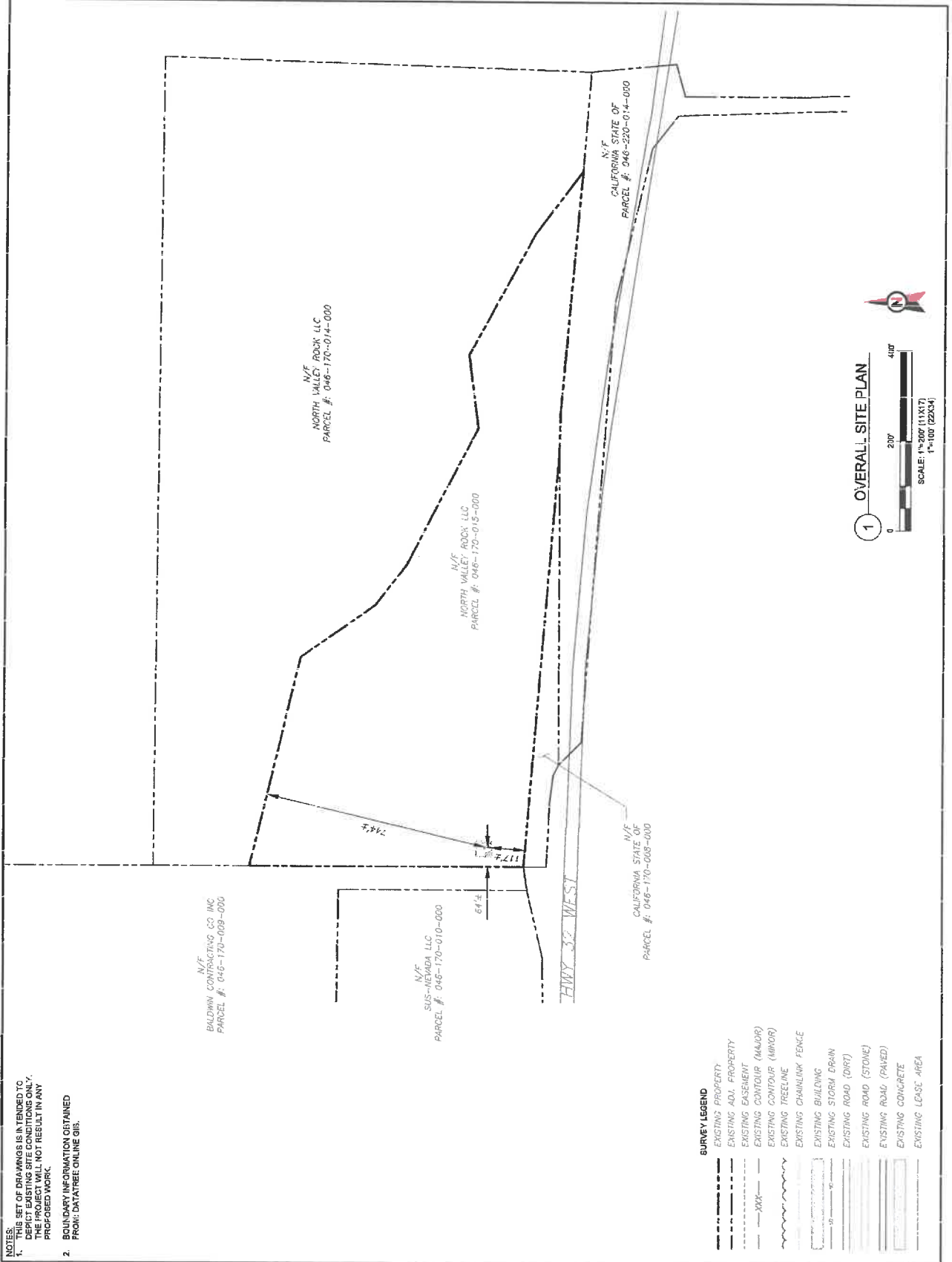
Digitally Signed: 2023-09-07

DATE DRAWN: 08/02/23  
ATO JOB NO: 1452225\_L1

**OVERALL SITE PLAN**

SHEET NUMBER:  
**C-101**

REVISION:  
**1**



NOTES:  
1. THIS SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS ONLY. THE PROJECT WILL NOT RESULT IN ANY PROPOSED WORK.  
2. BOUNDARY INFORMATION OBTAINED FROM: DATATREE ONLINE GIS.

**SURVEY LEGEND**

---	EXISTING PROPERTY
---	EXISTING ADJ. PROPERTY
---	EXISTING EASEMENT
---	EXISTING CONTOUR (MAGLOR)
---	EXISTING CONTOUR (MIRROR)
---	EXISTING TREELINE
---	EXISTING CHAINLINK FENCE
---	EXISTING BUILDING
---	EXISTING STORM DRAIN
---	EXISTING ROAD (DIRT)
---	EXISTING ROAD (STONE)
---	EXISTING ROAD (PAVED)
---	EXISTING CONCRETE
---	EXISTING LEASE AREA



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REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	EB	06/22/23
2	REV. COMPOUND	EB	09/07/23
3			
4			

ATC SITE NUMBER:  
**301208**

ATC SITE NAME:  
**HWY 32 WEST**

SITE ADDRESS:  
1289 HIGHWAY 32  
ORLAND, CA 95063

SEAL:

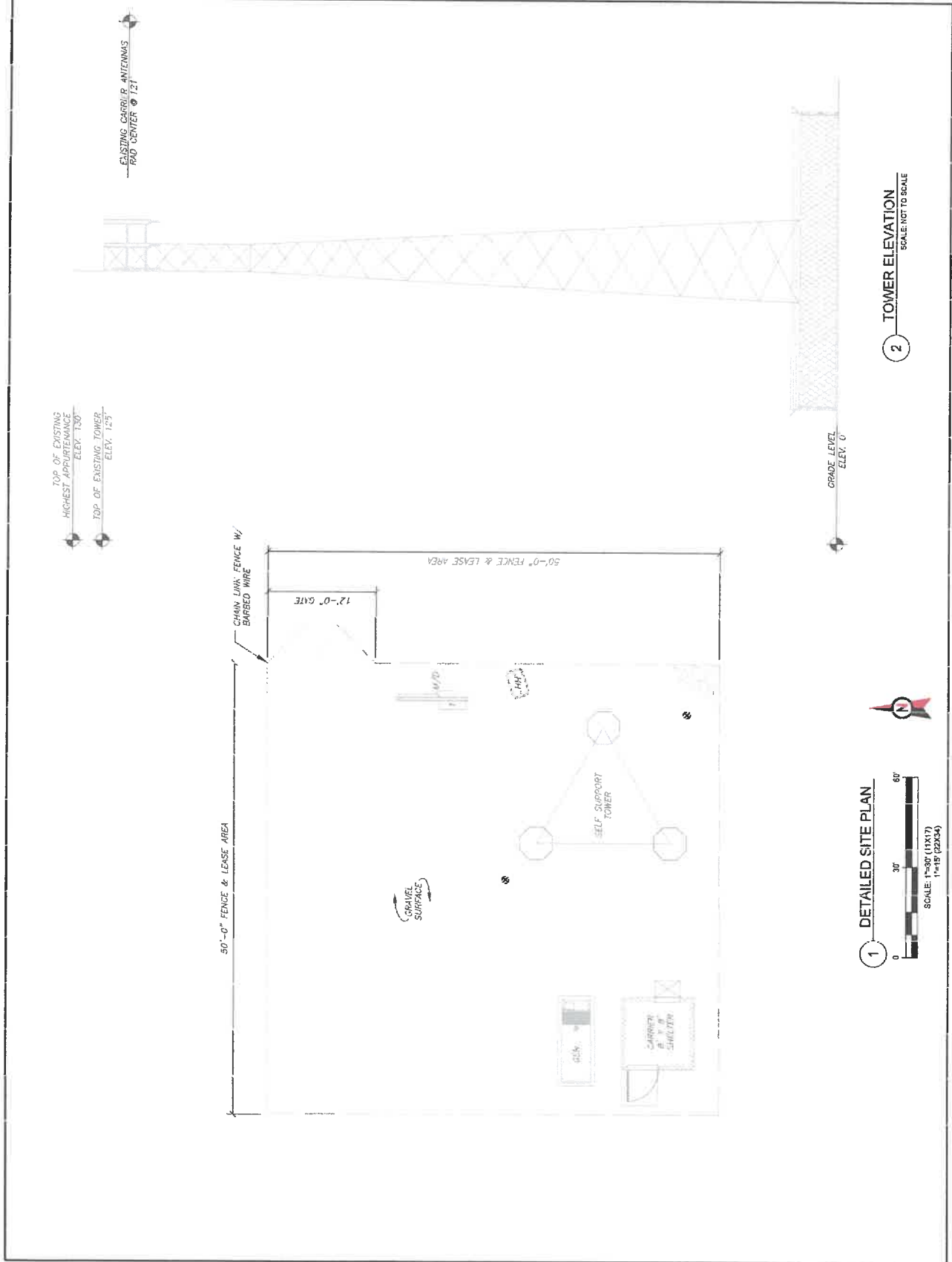


Digitally Signed: 2023-09-07

DATE DRAWN:	06/22/23
ATC JOB NO.:	1482265_E1

**DETAILED SITE PLAN & TOWER ELEVATION**

SHEET NUMBER:	<b>C-102</b>	REVISION:	<b>1</b>
---------------	--------------	-----------	----------



**CAUTION**



**Beyond this point:  
Radio frequency fields at this site  
may exceed FCC rules for human  
exposure.**  
For your safety, obey all posted signs  
and site guidelines for working in radio  
frequency environments.

In accordance with Federal Communications Commission rules on radio frequency exposure of CFR, 1.1307(a)

**NO TRESPASSING**

**WARNING**



**Beyond this point:  
Radio frequency fields at this site  
may exceed FCC rules for human  
exposure.**  
For your safety, obey all posted signs  
and site guidelines for working in radio  
frequency environments.

In accordance with Federal Communications Commission rules on radio frequency exposure of CFR, 1.1307(a)

**FCC TOWER REGISTRATION #  
NOT REQUIRED**

Posting of sign required by law  
ATC STAND-ALONE FCC TOWER  
REGISTRATION SIGN



EXISTING SIGNAGE PHOTO

THERE MUST BE AN ATC SIGN WITH SITE INFORMATION AND FCC REGISTRATION NUMBER AT BOTH THE ACCESS ROAD GATE (GATE OFF OF MAIN ROAD, IF APPLICABLE) AND COMPOUND FENCE (IF NO COMPOUND FENCE, THEN AT MAIN ROAD). THE SIGN MUST BE PERMANENTLY MOUNTED TO A STRUCTURE AND BE EASY TO VIEW FROM ALL APPROXIMATE DIRECTIONS. THE SIGN MUST BE AS SHOWN AT DIAGRAM FOR ALL ADDITIONAL SIGNS REQUIRED.

OPTION 1 MAY BE USED TO POST TOWER REGISTRATION NUMBERS AT THE BASE OF THE TOWER IF A WARNING SIGN DOES NOT HAVE SPACE FOR THE TOWER REGISTRATION NUMBER.

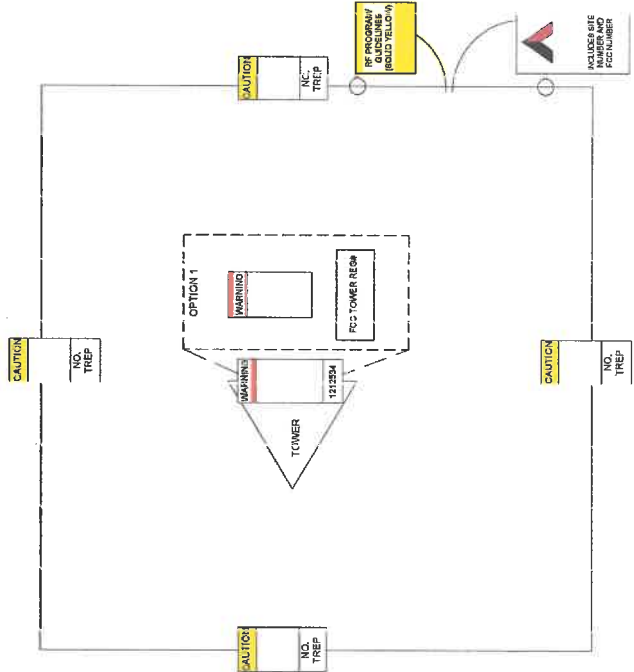
IMPORTANT: FOR ANY ATC SIGN THAT DOES NOT MEET THE ATC SPECIFICATION FOR SIGNAGE (I.E., SHARP-SPRINT PEN, WORN LABELS, ETC.), BRING IT INTO COMPLIANCE BY RE-WRITING IT OR BRING IT INTO COMPLIANCE BY PERMANENTLY MOUNTING IT TO AN ORDER THROUGH THE WAREHOUSE.

ONLY LABELS PRINTED BY A ZEBRA LABEL PRINTER WILL BE ACCEPTED.

ATC BE WARNING AND FCC NUMBER SIGN

A "NO TRESPASSING" SIGN MUST BE POSTED A MINIMUM OF EVERY 50'

ATC CAUTION AND NO TRESPASSING SIGN



**NOTICE**

**GUIDELINES FOR WORKING IN  
RADIOFREQUENCY ENVIRONMENTS**

- All personnel should have electromagnetic energy (EME) awareness training.
- All personnel entering this site must be authorized.
- Obey all posted signs.
- Assume all antennas are active.
- Maintain minimum 3 feet clearance from all antennas.
- Before working on antennas, notify owners and disable appropriate transmitters.
- Use personal RF monitors while working near antennas.
- Never operate transmitters without shields during normal operation.
- Do not operate base station antennas in equipment room.

ATC RF PROGRAM NOTICE SIGN



**SITE NAME:** HWY 32 WEST  
**SITE NUMBER:** 301208  
**FCC REGISTRATION #:** NOT REQUIRED

**FOR LEASING INFORMATION: FOR EMERGENCIES CALL:**  
**877-282-7483 877-518-6937**  
**877-ATC-SITE 877-51-TOWER**  
**NO TRESPASSING**  
**www.americantower.com**

POSTING OF THIS SIGNAGE REQUIRED BY LAW

ATC SITE SIGN

**REPLACEMENT OF SIGNAGE:**  
AS SIGNAGE BECOMES SOILED, DAMAGED, BOTTLE OR FADDED, IT SHOULD BE REPLACED WITH SIGNAGE PER THIS SPECIFICATION. ANY ACQUIRED SITE SHOULD HAVE NEW SIGNS POSTED WITHIN 60 DAYS UNLESS OTHERWISE SPECIFIED. ANY SITE SOLD SHOULD HAVE THE ATC SIGNS REMOVED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED. ALL SIGNAGE MUST BE INSTALLED OR REPLACED AS SPECIFIED WITHIN 30 DAYS OF THE SIGNAGE BEING ACQUIRED. NORMAL QUARTERLY MAINTENANCE VISITS BY CONTRACTORS OR SITE MANAGERS, UNLESS OTHERWISE REQUIRED ON A CASE-BY-CASE BASIS.

**NOTE:**  
EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC. ALL EXISTING SIGNAGE AND ANY FUTURE SIGNAGE WILL BE COMPLIANT WITH STATUTE 16A-43.4 NO HIGH-VOLTAGE SIGNAGE IS NECESSARY. NO HIGH-VOLTAGE EQUIPMENT PRESENT.

**AMERICAN TOWER'S**  
ATC TOWER SERVICES, LLC  
1509 REGISTRY PARKWAY  
SUITE 100  
CARY, NC 27518  
PHONE: (919) 468-9112

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REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	JL	08/02/23

**ATC SITE NUMBER:**  
301208  
**ATC SITE NAME:**  
HWY 32 WEST

**SITE ADDRESS:**  
7288 HIGHWAY 32  
ORLAND, CA 94585



Digitally Signed: 2023-09-07

**DATE DRAWN:** 08/02/23  
**ATC JOB NO:** 1452925\_01  
**SIGNAGE**

**SHEET NUMBER:** C-501  
**REVISION:** 0

## SITE 301208 HIGHWAY 32 WEST PERMIT RENEWAL

### PHOTO'S EVIDENCING CURRENT CONDITION





☉ 185°S (T) ☉ 39.747525°, -122.113394° ±13ft ▲ 214ft



☉ 87°E (T) ☉ 39.747512°, -122.113329° ±13ft ▲ 211ft



630 Quintana Road, Suite 321  
Morro Bay, CA 93442

805-771-0123  
JTMEMC@protonmail.com



630 Quintana Road, Suite 321  
Morro Bay, CA 93442

805-771-0123  
JTMEMC@protonmail.com





630 Quintana Road, Suite 321  
Morro Bay, CA 93442

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JTMEMC@protonmail.com



RF Design and Services  
326 Tryon Road  
Raleigh, North Carolina 27603  
(612) 965-8225  
WWW.TEPGROUP.NET

## Non-Ionizing Electromagnetic Radiation (NIER) Study

*Site Number:*  
301208

*Site Name:*  
Hwy 32 West  
*Location:*  
Orland, California

*Tenant:*  
AT&T Mobility

*Prepared For:*  
American Tower, Inc.  
Woburn, Massachusetts

August 30<sup>th</sup>, 2023  
93522 P-404627

Prepared By:

Adam Carlson MS, CBRE, CPI  
Program Manager RF Design & Service  
Tower Engineering Professionals

Approved By:

Mark Quakenbush P.E.





RF Design and Services  
326 Tryon Road  
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## Non-ionizing Electromagnetic Radiation (NIER) Study

301208 Hwy 32 West  
Orland, California

### INTRODUCTION

Tower Engineering Professionals RF Design & Services Division (TEP-RF) of Raleigh, North Carolina, has been retained by American Tower, Inc. (ATC), of Woburn, Massachusetts to evaluate the RF emissions compared to the Maximum Permissible Exposure (MPE) limit for facilities at this location. This evaluation uses compliance standards as outlined in Federal Communications Commission (FCC) document OET-65.

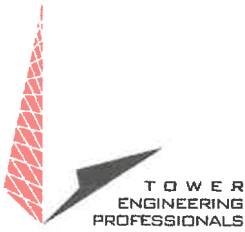
### SITE AND FACILITY CONSIDERATIONS

Site 301208 Hwy 32 West is located at 7266 Hwy. 32, in Orland, California at coordinates 39.747449, -122.113331. The support structure is a 125' self-support tower. An aerial view of the tower can be found in Appendix 1, Site Photos. The only tenant is AT&T Mobility (AT&T). A table listing all antennae and effective radiated power (ERP) levels that were used in this study may be found in Appendix 2, Antenna Inventory.

### POWER DENSITY CALCULATIONS

Power densities were calculated based on FCC MPE limits for both General Population/Uncontrolled and Occupational/Controlled environments.

For the purpose of this study, a radius of 100' from the base of the tower with a height of 6' above ground level was used, beyond 100' the MPE levels become *di minimus*. This study utilized FCC recognized and accepted software programs using the maximum ERP levels for the antenna models provided by ATC. Diagrams depicting the predicted spatial average power density level at any specific location may be found in Appendix 3, MPE Limit Study. A discussion regarding the FCC limits may be found in Appendix 4, Information Pertaining to MPE Studies. Study methodology describing Non-ionizing Radiation Prediction Models used in this study may be found in Appendix 5, MPE Standards Methodology.



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All data used in this study was collected from one or more of the following sources:

- ATC furnished data and does not include other unidentified communication facilities.
- Load List at 301208 Hwy 32 West.RF NIER Study 08/01/23.
- Carrier standard configurations.
- Empirical data collected by TEP.

#### SITE MITIGATION & CONTROL

In order to comply with FCC, tenant, & ATC requirements, TEP recommends the placement of signage at the base of the tower and all compound access points to alert workers of potential exposure to RF fields while working on or near the antennae.

TEP recommends that all personnel working on this tower be trained in RF safety procedures and carry a personal RF monitor at all times.

#### COMPLIANCE DETERMINATION

This installation IS in compliance with current FCC MPE limits as described in FCC OET-65.

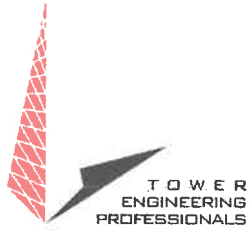


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Raleigh, North Carolina 27603  
(612) 965-8225  
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## APPENDIX 1 Site Photos



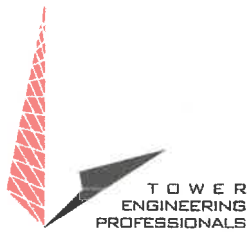
Aerial View of Site



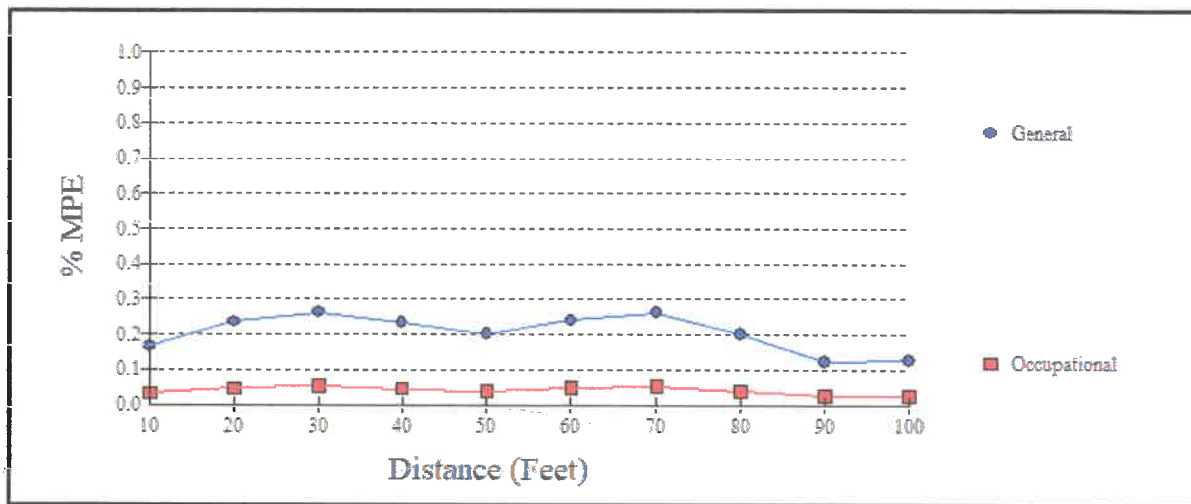
## Appendix 2 Antenna Inventory

301208 Hwy 32							
Antenna Inventory							
Antenna #	Carrier	Antenna Manufacturer	Antenna Model	Frequency Band (MHz)	Azimuth (°)	Effective Radiated Power (W)	Radiation Center (ft)
1	Verizon	Scala	80010866	700/1900/2100/2300	100	35720	121
2	Verizon	Scala	80010866	700/1900/2100/2300	340	35720	121
3	Verizon	Scala	80010866	700/1900/2100/2300	220	35720	121
4	Verizon	Scala	80010866	700/1900/2100/2300	100	35720	121
5	Verizon	Scala	80010866	700/1900/2100/2300	340	35720	121
6	Verizon	Scala	80010866	700/1900/2100/2300	220	35720	121
7	Verizon	Scala	80010866	700/1900/2100/2300	100	35720	121
8	Verizon	Scala	80010866	700/1900/2100/2300	340	35720	121
9	Verizon	Scala	80010866	700/1900/2100/2300	220	35720	121

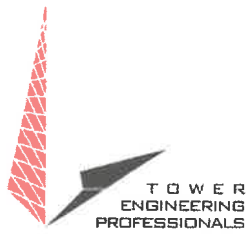




### Appendix 3.1 MPE Limit Study

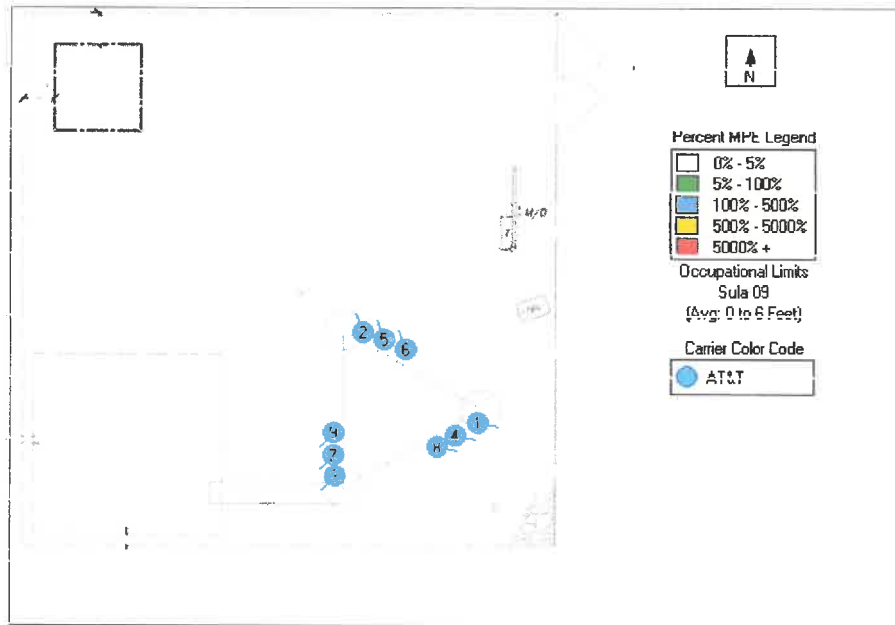


Maximum Power Density (@70'):	.0017 mW/cm <sup>2</sup>
General Population MPE (@70'):	0.2626%
Occupational MPE (@70'):	0.0525%



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### Appendix 3.2 MPE Limit Study





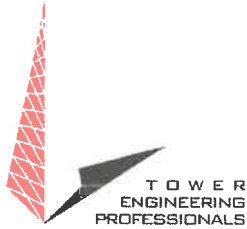
## Appendix 4 Information Pertaining to MPE Studies

In 1985, the FCC first adopted guidelines to be used for evaluating human exposure to RF emissions. The FCC revised and updated these guidelines on August 1, 1996, as a result of a rule-making proceeding initiated in 1993. The new guidelines incorporate limits for Maximum Permissible Exposure (MPE) in terms of electric and magnetic field strength and power density for transmitters operating at frequencies between 300 kHz and 100 GHz.

The FCC's MPE limits are based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP), and, over a wide range of frequencies, the exposure limits were developed by the Institute of Electrical and Electronics Engineers, Inc., (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC's limits, and the NCRP and ANSI/IEEE limits on which they are based, are derived from exposure criteria quantified in terms of specific absorption rate (SAR). The basis for these limits is a whole-body averaged SAR threshold level of 4 watts per kilogram (4 W/kg), as averaged over the entire mass of the body, above which expert organizations have determined that potentially hazardous exposures may occur. The MPE limits are derived by incorporating safety factors that lead, in some cases, to limits that are more conservative than the limits originally adopted by the FCC in 1985. Where more conservative limits exist, they do not arise from a fundamental change in the RF safety criteria for whole-body averaged SAR, but from a precautionary desire to protect subgroups of the general population who, potentially, may be more at risk.

The FCC exposure limits are also based on data showing that the human body absorbs RF energy at some frequencies more efficiently than at others. The most restrictive limits occur in the frequency range of 30-300 MHz where whole-body absorption of RF energy by human beings is most efficient. At other frequencies, whole-body absorption is less efficient, and consequently, the MPE limits are less restrictive.



MPE limits are defined in terms of power density (units of milliwatts per centimeter squared:  $\text{mW}/\text{cm}^2$ ), electric field strength (units of volts per meter:  $\text{V}/\text{m}$ ) and magnetic field strength (units of amperes per meter:  $\text{A}/\text{m}$ ). The far-field of a transmitting antenna is where the electric field vector (E), the magnetic field vector (H), and the direction of propagation can be considered to be all mutually orthogonal ("plane-wave" conditions).

**Occupational/controlled exposure** limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general population/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

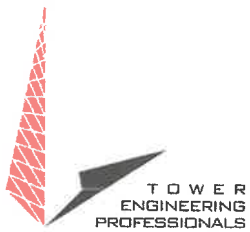
**General population/uncontrolled exposure** limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area. Additional details can be found in FCC OET 65.



## Appendix 5 MPE Standards Methodology

This study predicts RF field strength and power density levels that emanate from communications system antennae. It considers all transmitter power levels (less filter and line losses) delivered to each active transmitting antenna at the communications site. Calculations are performed to determine power density and MPE levels for each antenna as well as composite levels from all antennas. The calculated levels are based on where a human (Observer) would be standing at various locations at the site. The point of interest where the MPE level is predicted is based on the height of the Observer.

Compliance with the FCC limits on RF emissions are determined by spatially averaging a person's exposure over the projected area of an adult human body, that is approximately six-feet or two-meters, as defined in the ANSI/IEEE C95.1 standard. The MPE limits are specified as time-averaged exposure limits. This means that exposure is averaged over an identifiable time interval. It is 30 minutes for the general population/uncontrolled RF environment and 6 minutes for the occupational/controlled RF environment. However, in the case of the general public, time averaging should not be applied because the general public is typically not aware of RF exposure, and they do not have control of their exposure time. Therefore, it should be assumed that any RF exposure to the general public will be continuous.

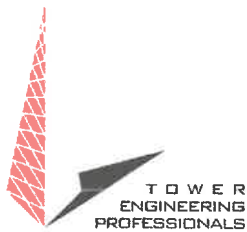


The FCC's limits for exposure at different frequencies are shown in the following Tables.

Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time  E  <sup>2</sup> ,  H  <sup>2</sup> or S (minutes)
0.3 - 3.0	614	1.63	100*	6
3.0 - 30	1842/f	4.89/f	900/f <sup>2</sup>	6
30 - 300	61.4	0.163	1.0	6
300 - 1500	--	--	f/300	6
1500 - 100,000	--	--	5	6

f = frequency

\* = Plane-wave equivalent power density



Occupational/controlled limits apply in situations in which persons are exposed as a consequence of their employment provided those persons are fully aware of the potential for exposure and can exercise control over their exposure. Limits for occupational/controlled exposure also apply in situations when an individual is transient through a location where occupational/controlled limits apply provided he or she is made aware of the potential for exposure.

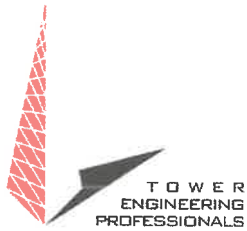
Limits for General Population/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm <sup>2</sup> )	Averaging Time  E  <sup>2</sup> ,  H  <sup>2</sup> or S (minutes)
0.3 - 1.34	614	1.63	100*	30
1.34 - 30	824/f	2.19/f	180/f <sup>2</sup>	30
30 - 300	27.5	0.073	0.2	30
300 - 1500	--	--	f/1500	30
1500 - 100,000	--	--	1.0	30

f = frequency

\* = Plane-wave equivalent power density

General population/uncontrolled exposures apply in situations in which the general public may be exposed or in which persons that are exposed as a consequence of their employment may not be fully aware of the potential for exposure or cannot exercise control over their exposure.

It is important to understand that these limits apply cumulatively to all sources of RF emissions affecting a given area. For example, if several different communications system antennas occupy a shared facility such as a tower or rooftop, then the total exposure from all systems at the facility must be within compliance of the FCC guidelines.



The field strength emanating from an antenna can be estimated based on the characteristics of an antenna radiating in free space. There are basically two field areas associated with a radiating antenna. When close to the antenna, the region is known as the Near Field. Within this region, the characteristics of the RF fields are very complex, and the wave front is extremely curved. As you move further from the antenna, the wave front has less curvature and becomes planar. The wave front still has a curvature, but it appears to occupy a flat plane in space (plane-wave radiation). This region is known as the Far Field.

Two models are utilized to predict Near and Far field power densities. They are based on the formulae in FCC OET 65.

#### **Cylindrical Model (Near Field Predictions)**

Spatially averaged plane-wave equivalent power densities parallel to the antenna may be estimated by dividing the antenna input power by the surface area of an imaginary cylinder surrounding the length of the radiating antenna. While the actual power density will vary along the height of the antenna, the average value along its length will closely follow the relation given by the following equation:

$$S = P \div 2\pi RL$$

Where:

S = Power Density

P = Total Power into antenna

R = Distance from the antenna

L = Antenna aperture length





For directional-type antennas, power densities can be estimated by dividing the input power by that portion of a cylindrical surface area corresponding to the angular beam width of the antenna. For example, for the case of a 120-degree azimuthal beam width, the surface area should correspond to 1/3 that of a full cylinder. This would increase the power density near the antenna by a factor of three over that for a purely omni-directional antenna. Mathematically, this can be represented by the following formula:

$$S = (180 / \theta_{BW}) P \div \pi RL$$

Where:

S = Power Density

$\theta_{BW}$  = Beam width of antenna in degrees (3 dB half-power point)

P = Total Power into antenna

R = Distance from the antenna

L = Antenna aperture length

If the antenna is a 360-degree omni-directional antenna, this formula would be equivalent to the previous formula.



### Spherical Model (Far Field Predictions)

Spatially averaged plane-wave power densities in the Far Field of an antenna may be estimated by considering the additional factors of antenna gain and reflective waves that would contribute to exposure.

The radiation pattern of an antenna has developed in the Far Field region and the power gain needs to be considered in exposure predictions. Also, if the vertical radiation pattern of the antenna is considered, the exposure predictions would most likely be reduced significantly at ground level, resulting in a more realistic estimate of the actual exposure levels.

Additionally, to model a truly "worst case" prediction of exposure levels at or near a surface, such as at ground-level or on a rooftop, reflection off the surface of antenna radiation power can be assumed, resulting in a potential four-fold increase in power density.

These additional factors are considered, and the Far Field prediction model is determined by the following equation:

$$S = EIRP \times Rc \div 4\pi R^2$$

Where:

S = Power Density

EIRP = Effective Radiated Power from antenna

Rc = Reflection Coefficient (2.56)

R = Distance from the antenna

The EIRP includes the antenna gain. If the antenna pattern is considered, the antenna gain is relative based on the horizontal and vertical pattern gain values at that particular location in space, on a rooftop or on the ground. However, it is recommended that the antenna radiation pattern characteristics not be considered to provide a conservative "worst case" prediction. This is the equation is utilized for the Far Field exposure predictions herein.

EXHIBIT A

DESCRIPTION OF LAND  
(Page 1 of 2)

to the Agreement dated April 8, 1998, by and between VALLEY ROCK PRODUCTS, INC., a California corporation, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 46-17-15

PARCEL TWO: The North half of the Southeast quarter and the South half of the Northeast quarter of Section 20 Township 22 North, Range 2 West, M. D. B. & M.

ALSO, COMMENCING at a point on the half section line 50 feet south of the Northeast corner of the Southwest quarter of Section 20, Township 22 North, Range 2 West, thence West 90 feet; thence South to a point 90 feet West of the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 20, Township 22 North, Range 2 West; thence East 90 feet to said corner last mentioned; thence North on the half section line to the place of beginning.

EXCEPTING THEREFROM: Beginning at a point on the East line of Section 20, Township 22 North, Range 2 West, M. D. B. distant N. 0° 43' E. 1664.44 feet from the Southeast corner of said Section 20, said point of beginning being marked by a 3/4" iron pipe set in concrete, said point of beginning also bearing N. 12° 16' W. 515.45 feet from a concrete monument at Engineer's Station 212+89 of the survey for the California State Highway from Orland to Hamilton City; thence N. 45° 10' W. 1064.52 feet; thence N. 88° 07' W. 1342.50 feet to a point on the Southwest line of said State Highway and also on the South line of the U.S. Bureau of Reclamation Lateral No. 71; thence along the South line of said Lateral No. 71, N. 88° 07' W. 596.89 feet to a point which lies 90 feet West of the one quarter section line running Northerly and Southerly through the center of said Section 20; thence along a line parallel with and 90 feet West of said last named legal subdivision line S. 0° 32' W. 1114.40 feet to the North line of the U. S. Bureau of Reclamation Lateral No. 72; thence along the North line of said Lateral No. 72, S. 89° 46' 30" E. 2699.76 feet to the intersection with the aforesaid East line of Section 20; thence along said East line N. 0° 43' E. 310.70 feet to the point of beginning containing a total acreage of 60.32, of which 4.30 acres lies within the boundaries of public roads.

ALSO EXCEPTING THEREFROM: All that certain parcel of land lying and being in the Northwest corner of the Northwest quarter of the Southeast quarter of Section 20 and in the Northeast corner of the Northeast quarter of the Southwest quarter of said Section 20, Township 22 North, Range 2 West, M. D. B. & M. and being bounded on the North and East by State Highway No. 32 and on the South by U. S. Lateral No. 71 and on the West by said Lateral No. 71 and more particularly described as follows:

BEGINNING at the point of intersection of the Southwesterly line of the California State Highway from Orland to Hamilton City with the South line of the U. S. Bureau of Reclamation Lateral No. 71, said point of beginning being distant N. 40° 10' 10" W. 3217.96 feet from the Southeast corner of Section 20, T. 22 North, Range 2 West, M. D. B. & M. and running thence also said South line of Lateral No. 71, N. 88° 07' W. 596.89 feet to a point which lies 90 feet West of the quarter Section line running Northerly and Southerly through the center of said Section 20; thence along a line parallel to and 90 feet West of said last named legal subdivision line, N. 0° 32' E. 152.52 feet to the south line of the aforesaid California State Highway; thence along said South line of said California State Highway S. 89° 09' E. 161.08 feet to the beginning of a curve concave to the Southwest having a radius of 601.8 feet; thence along the arc of said curve, through a central angle of 31° 25', a distance of 330.0 feet; thence South 57° 44' E. 143.97 feet, more or less to the point of beginning, containing 1.6 acres, more or less. EXCEPTING THEREFROM that portion lying within the boundaries of the U. S. Bureau of Reclamation District Lateral No. 71. ALSO EXCEPTING THEREFROM the Westerly 20 feet, said Westerly 20 feet being within the boundaries of a public road.

ALSO EXCEPTING FROM PARCELS ONE AND TWO ABOVE all that portion acquired by the State of California: by Final Order of Condemnation dated May 31, 1977 and recorded June 1, 1977 in Book 613 of Official Records, at page 582.

EXCEPTING THEREFROM, and Reserving to the Grantor herein, all oil gas and other hydrocarbon substances, excluding sand and gravel located on the property described as Parcel 2

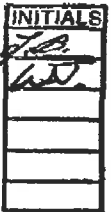


EXHIBIT A

DESCRIPTION OF LAND  
(Page 2 of 23)

to the Agreement dated April 8, 1998, by and between VALLEY ROCK PRODUCTS, INC., a California corporation, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

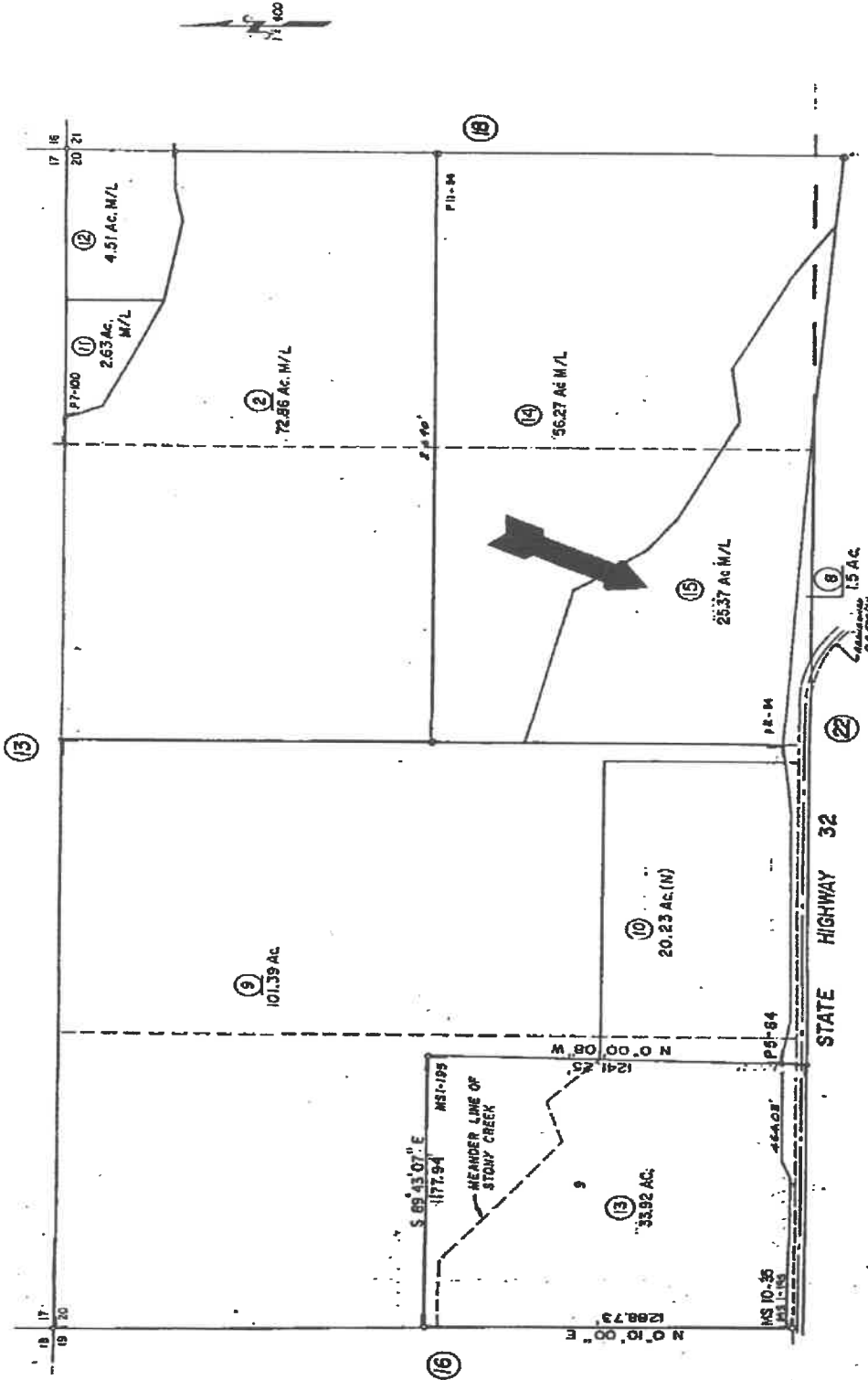
The Land is described and/or depicted as follows (metes and bounds description):

APN: 46-17-15

46-17

POR. U.S.I.D. SUBDIVISION NO. 14 B  
POR. SEC. 20, T.22N., R. 2 W., M.D.B. & M.

This map is for assessment purposes only. All surveys are more or less.



Assessor's Map Bk. 46 - Pg. 17

County of Glenn, Calif. (1974)

NOTE - Assessor's Block Numbers Shown in Ellipses

INITIALS
J.B.
A.W.

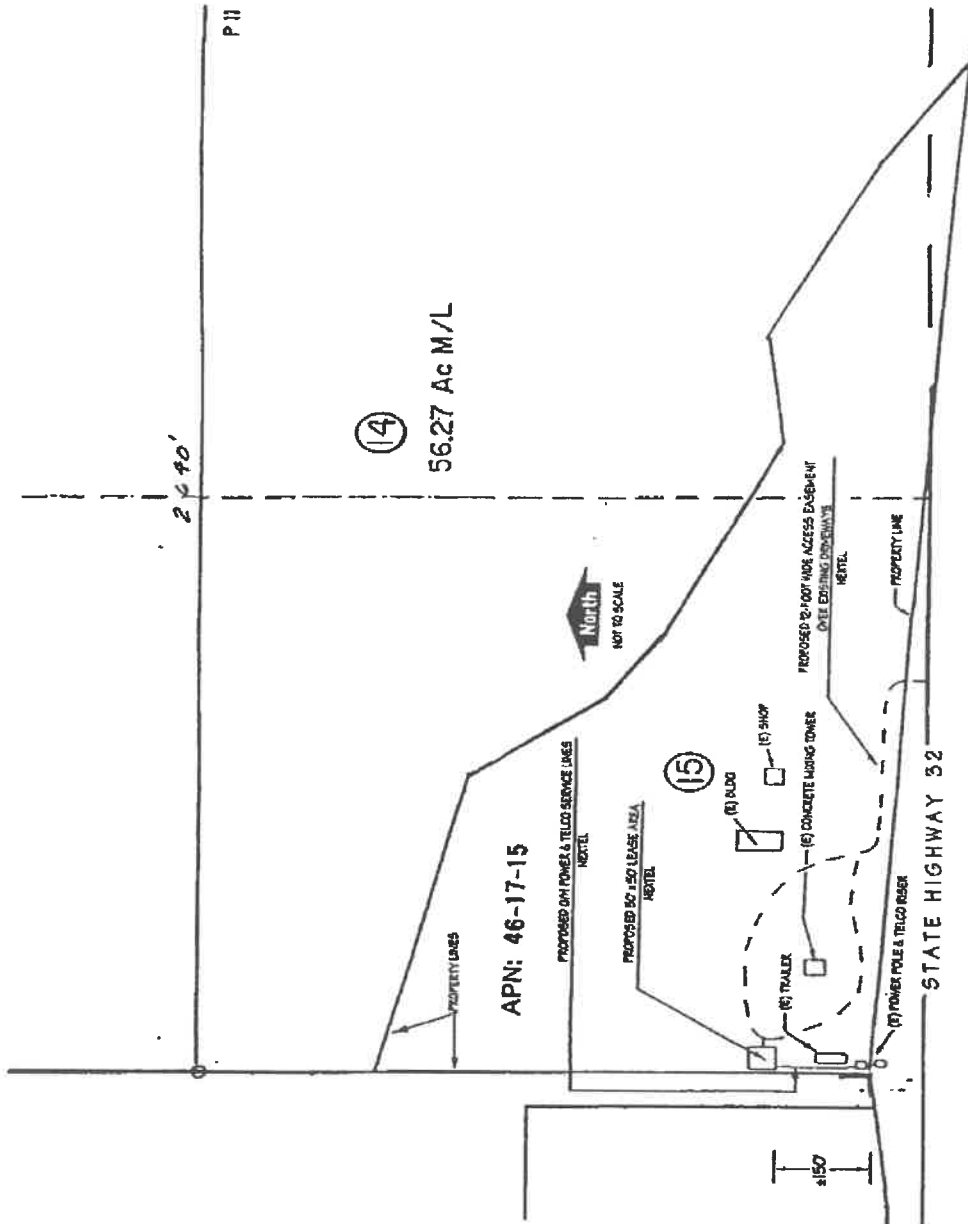
M. & S. Bk. 1, Pg. 195, U.S.I.D. SUBDIVISION NO. 14  
Parcel Map Book 5, Page 64  
Parcel Map Book 11, Page 64  
M. & S. Bk. 10, Pg. 35

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

to the Agreement dated April 8, 1998, by and between VALLEY ROCK PRODUCTS, INC., a California corporation, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



INITIALS
F.B.
W.T.

**Notes:**

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the 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, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

2E

CA-1943B

**COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)**

**THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement")** is entered into this 8<sup>th</sup> day of April, 1998, by and between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications ("Lessee") and VALLEY ROCK PRODUCTS, INC., a California corporation, ("Lessor").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in an unincorporated area of the County of Glenn, State of California, commonly known as 7266 Highway 32, Orland, CA 95963 (APN: 46-17-15). The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately two thousand five hundred (2,500) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.
2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.
3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).
4. **Term.** The term of this Agreement shall be for five (5) years commencing on the date Lessee begins commercial operation of the Lessee Facilities (as defined in Paragraph 6(a) below) or eighteen (18) months following the full execution of this Agreement, whichever first occurs, ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.
5. **Rent.**
  - (a) Within 60 days (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Lessor at P. O. Box 636, Orland, CA 95963; Attn.: Lawrence Beigh.
  - (b) Rent shall be increased at the beginning of each Renewal Term by an amount equal to [REDACTED] of the Rent in effect at the end of the previous Term or Renewal Term.
6. **Facilities; Utilities; Access.**
  - (a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all of the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement; provided that Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.
  - (b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. Lessee shall also have the right to install and operate on the Premises a standby power generator for Lessee's exclusive use. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company, at no cost to the Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.
  - (c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and Lessee's agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.
  - (d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.
7. **Interference.**
  - (a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.
  - (b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land, or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference in a reasonable time period.
8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.
9. **Waiver of Lessor's Lien.**
  - (a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
  - (b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of early termination to Lessor no later than thirty (30) days prior to the Commencement Date; or (iii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; or (iv) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including, without limitation, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference.

11. **Destruction or Condemnation.** If the Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.** Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee Facilities bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessor shall be named as an additional insured on Lessee's policy. Lessee shall provide to Lessor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date.

13. **Waiver of Subrogation.** Lessor and Lessee release each other and their respective principals, employees, representatives and agents from any claims for damage to any person or to the Premises or to the Lessee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy. Neither Lessor nor Lessee shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by Paragraph 12.

14. **Assignment and Subletting.** Lessee may not assign or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor, provided, however, that Lessee may assign its interest to its parent company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 9 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 9 above, and Lessee may sublet or license all or any portion of the Premises to one or more entities for communications uses only, without Lessor's consent. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity, to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments; or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that (i) Lessor owns the Land in fee simple and has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Lessor agrees to indemnify and hold harmless Lessee from any and all claims on Lessee's leasehold interest.

16. **Repairs.** Lessee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

17. **Hazardous Substances.** Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor represents, warrants and agrees (i) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (ii) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Lessor and Lessee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

18. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Valley Rock Products, Inc.  
7266 Highway 32  
Orland, CA 95963  
Attn.: Lawrence Beigh

Lessee: Nextel of California, Inc.  
2180 Harvard Street, Suite 220  
Sacramento, CA 95815  
Attn.: Property Administrator

With a copy to: Valley Rock Products, Inc.  
P. O. Box 636  
Orland, CA 95963  
Attn.: Lawrence Beigh

With a copy to: Nextel Communications, Inc.  
1505 Farm Credit Drive  
McLean, VA 22102  
Attn.: Legal Dept., Contracts Manager

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the State of California.

(f) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of the County where the Land is located. In the event the Land is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish to Lessee a non-disturbance and attornment instrument for each such mortgage or deed of trust.

(g) Lessee may obtain title insurance on its interest in the Land. Lessor shall cooperate by executing documentation required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LESSOR:  
VALLEY ROCK PRODUCTS, INC.,  
a California corporation

By: Larry Beigh  
Title: President  
Date: March 21, 1998  
Tax ID#: 94-1753804

LESSEE:  
NEXTEL OF CALIFORNIA, INC.,  
a Delaware corporation,  
d/b/a Nextel Communications

By: [Signature]  
Title: BILL JARVIS  
Date: APR 08 1998  
PRESIDENT  
NO. CALIFORNIA MARKET



2001-3872  
Recorded at the request of  
NORTH STATE TITLE CO  
07/03/2001 03:06P  
Fee: 38.00 No of Pages:11

This document was prepared by:  
Nextel Communications, Inc.  
2003 Edmund Halley Dr., 6th Floor  
Reston, Virginia 20191

OFFICIAL RECORDS  
Glenn County, CA  
Vince T Minto Clerk-Recorder

Return Document and  
Future Tax Statements to:  
SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attn: Manager, Property Mgt.

Glenn County, California  
Site ID CA-1943 / Name Hwy 32 West  
*SCI TOWER NO. CA-0624*

### ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 16<sup>th</sup> day of April, 2001, by and between Tower Parent Corp., a Delaware corporation and affiliate of Nextel, as hereinafter defined, ("Parent Co."), and Tower Asset Sub, Inc., a Delaware corporation, d/b/a SpectraSite ("Tower Sub").

### WITNESSETH:

WHEREAS, Nextel of California, Inc., a Delaware corporation, d/b/a Nextel Communications ("Nextel"), Parent Co., Tower Sub, and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which, together with the related Master Site Commitment Agreement dated April 20, 1999, between the parties hereto, Nextel, Parent Co., and certain other parties designated therein, contemplates, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets, and the continuing lease by Nextel of certain ground and/or platform space on such tower assets pursuant to that certain Master Site Lease Agreement dated April 20, 1999 (the "Master Lease");

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain April 08, 1998 lease by and between Valley Rock Products, Inc., a California corporation as landlord and Nextel of California Inc., a Delaware corporation d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of Glenn County, California;

*MEMORANDUM OF LEASE AGREEMENT RECORDED NOV 20, 2000  
AS INSTRUMENT NO. 2000-6154*

LOCATED IN THE UNINCORPORATED AREA

DOCUMENTARY TRANSFER TAX \$ 46.75  
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, OR  
 COMPUTED ON FULL VALUE LESS LIENS & ENCUMBRANCES  
RENDERED THEREON AT TIME OF SALE.

TAM L. STONE  
Signature of the person or agent determining tax form name

 2001-3872  
Pg: 1/11

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in Glenn County, California (the "Property"), and all subleases and sublicenses between Nextel as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases"), being the same Property and Tenant Leases assigned to Parent Co. from Nextel by Assignment of Leases of even date herewith, intended to be filed immediately prior to this instrument;

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Parent Co. desires to assign to Tower Sub, and Tower Sub desires to assume all of Nextel's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
3. Assignment and Assumption. Parent Co. does hereby assign, transfer, set over, and deliver to Tower Sub all of Parent Co.'s rights, title and interests in and to the Prime Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Lease, the Property, and the Tenant Leases. Tower Sub does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
4. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel exercises its option pursuant to the terms of the Master Lease to re-acquire from Tower Sub its rights, title and interests in the Property, then all of Tower Sub's interest therein shall automatically re-convey to Nextel. The parties hereby agree to execute any instrument or other documents required to evidence any such reconveyance.

5. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

TOWER PARENT CORP.,  
a Delaware corporation

Witness

*Jeff Cameron*

By: *Travis Moray* [SEAL]  
Name: Travis Moray  
Its: Director

SEAL

Witness

*Christie A. Hill*

By: *Christie A. Hill* [SEAL]  
Name: Christie A. Hill  
Its: Secretary

TOWER ASSET SUB, INC.,  
a Delaware corporation

Witness

*Meredith Gibson*

By: *Glen Spivak* [SEAL]  
Name: Glen Spivak  
Its: Vice President

SEAL

Witness

*Elizabeth T. Anderson*

By: *Elizabeth T. Anderson* [SEAL]  
Name: Elizabeth T. Anderson  
Its: ASSISTANT SECRETARY

Address of Assignee/Grantee:  
c/o SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attn: General Counsel



September 22, 2023

Marie Amaro  
County of Glenn  
225 North Tehama Street  
Willows, CA 95988

Ref: Gas and Electric Transmission and Distribution

Dear Marie Amaro,

Thank you for submitting AMMD2023-002 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

Attached you will find information and requirements as it relates to Gas facilities (Attachment 1) and Electric facilities (Attachment 2). Please review these in detail, as it is critical to ensure your safety and to protect PG&E's facilities and its existing rights.

Below is additional information for your review:

1. This plan review process does not replace the application process for PG&E gas or electric service your project may require. For these requests, please continue to work with PG&E Service Planning: [https://www.pge.com/en\\_US/business/services/building-and-renovation/overview/overview.page](https://www.pge.com/en_US/business/services/building-and-renovation/overview/overview.page).
2. If the project being submitted is part of a larger project, please include the entire scope of your project, and not just a portion of it. PG&E's facilities are to be incorporated within any CEQA document. PG&E needs to verify that the CEQA document will identify any required future PG&E services.
3. An engineering deposit may be required to review plans for a project depending on the size, scope, and location of the project and as it relates to any rearrangement or new installation of PG&E facilities.

Any proposed uses within the PG&E fee strip and/or easement, may include a California Public Utility Commission (CPUC) Section 851 filing. This requires the CPUC to render approval for a conveyance of rights for specific uses on PG&E's fee strip or easement. PG&E will advise if the necessity to incorporate a CPUC Section 851 filing is required.

This letter does not constitute PG&E's consent to use any portion of its easement for any purpose not previously conveyed. PG&E will provide a project specific response as required.

Sincerely,

Plan Review Team  
Land Management



## Attachment 1 – Gas Facilities

There could be gas transmission pipelines in this area which would be considered critical facilities for PG&E and a high priority subsurface installation under California law. Care must be taken to ensure safety and accessibility. So, please ensure that if PG&E approves work near gas transmission pipelines it is done in adherence with the below stipulations. Additionally, the following link provides additional information regarding legal requirements under California excavation laws: <https://www.usanorth811.org/images/pdfs/CA-LAW-2018.pdf>

1. **Standby Inspection:** A PG&E Gas Transmission Standby Inspector must be present during any demolition or construction activity that comes within 10 feet of the gas pipeline. This includes all grading, trenching, substructure depth verifications (potholes), asphalt or concrete demolition/removal, removal of trees, signs, light poles, etc. This inspection can be coordinated through the Underground Service Alert (USA) service at 811. A minimum notice of 48 hours is required. Ensure the USA markings and notifications are maintained throughout the duration of your work.
2. **Access:** At any time, PG&E may need to access, excavate, and perform work on the gas pipeline. Any construction equipment, materials, or spoils may need to be removed upon notice. Any temporary construction fencing installed within PG&E's easement would also need to be capable of being removed at any time upon notice. Any plans to cut temporary slopes exceeding a 1:4 grade within 10 feet of a gas transmission pipeline need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.
3. **Wheel Loads:** To prevent damage to the buried gas pipeline, there are weight limits that must be enforced whenever any equipment gets within 10 feet of traversing the pipe.

Ensure a list of the axle weights of all equipment being used is available for PG&E's Standby Inspector. To confirm the depth of cover, the pipeline may need to be potholed by hand in a few areas.

Due to the complex variability of tracked equipment, vibratory compaction equipment, and cranes, PG&E must evaluate those items on a case-by-case basis prior to use over the gas pipeline (provide a list of any proposed equipment of this type noting model numbers and specific attachments).

No equipment may be set up over the gas pipeline while operating. Ensure crane outriggers are at least 10 feet from the centerline of the gas pipeline. Transport trucks must not be parked over the gas pipeline while being loaded or unloaded.

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 24 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



wide trench being dug along a 36 inch pipeline, the centerline of the trench would need to be at least 54 inches [ $24/2 + 24 + 36/2 = 54$ ] away, or be entirely dug by hand.)

Water jetting to assist vacuum excavating must be limited to 1000 psig and directed at a 40° angle to the pipe. All pile driving must be kept a minimum of 3 feet away.

Any plans to expose and support a PG&E gas transmission pipeline across an open excavation need to be approved by PG&E Pipeline Services in writing PRIOR to performing the work.

6. Boring/Trenchless Installations: PG&E Pipeline Services must review and approve all plans to bore across or parallel to (within 10 feet) a gas transmission pipeline. There are stringent criteria to pothole the gas transmission facility at regular intervals for all parallel bore installations.

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 24 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ( $90^\circ \pm 15^\circ$ ). All utility lines crossing the gas pipeline must have a minimum of 24 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

If previously retired PG&E facilities are in conflict with proposed substructures, PG&E must verify they are safe prior to removal. This includes verification testing of the contents of the facilities, as well as environmental testing of the coating and internal surfaces. Timelines for PG&E completion of this verification will vary depending on the type and location of facilities in conflict.

8. Structures: No structures are to be built within the PG&E gas pipeline easement. This includes buildings, retaining walls, fences, decks, patios, carports, septic tanks, storage sheds, tanks, loading ramps, or any structure that could limit PG&E's ability to access its facilities.

9. Fencing: Permanent fencing is not allowed within PG&E easements except for perpendicular crossings which must include a 16 foot wide gate for vehicular access. Gates will be secured with PG&E corporation locks.

10. Landscaping: Landscaping must be designed to allow PG&E to access the pipeline for maintenance and not interfere with pipeline coatings or other cathodic protection systems. No trees, shrubs, brush, vines, and other vegetation may be planted within the easement area. Only those plants, ground covers, grasses, flowers, and low-growing plants that grow unsupported to a maximum of four feet (4') in height at maturity may be planted within the easement area.



11. Cathodic Protection: PG&E pipelines are protected from corrosion with an “Impressed Current” cathodic protection system. Any proposed facilities, such as metal conduit, pipes, service lines, ground rods, anodes, wires, etc. that might affect the pipeline cathodic protection system must be reviewed and approved by PG&E Corrosion Engineering.

12. Pipeline Marker Signs: PG&E needs to maintain pipeline marker signs for gas transmission pipelines in order to ensure public awareness of the presence of the pipelines. With prior written approval from PG&E Pipeline Services, an existing PG&E pipeline marker sign that is in direct conflict with proposed developments may be temporarily relocated to accommodate construction work. The pipeline marker must be moved back once construction is complete.

13. PG&E is also the provider of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E’s facilities must be reviewed and approved by PG&E to ensure that no impact occurs which may endanger the safe operation of its facilities.



## Attachment 2 – Electric Facilities

It is PG&E's policy to permit certain uses on a case by case basis within its electric transmission fee strip(s) and/or easement(s) provided such uses and manner in which they are exercised, will not interfere with PG&E's rights or endanger its facilities. Some examples/restrictions are as follows:

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as **"RESTRICTED USE AREA – NO BUILDING."**
2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 10 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



8. Streets and Roads: Access to facilities must be maintained at all times. Street lights may be allowed in the fee strip(s) and/or easement(s) but in all cases must be reviewed by PG&E for proper clearance. Roads and utilities should cross the transmission easement as nearly at right angles as possible. Road intersections will not be allowed within the transmission easement.

9. Pipelines: Pipelines may be allowed provided crossings are held to a minimum and to be as nearly perpendicular as possible. Pipelines within 25 feet of PG&E structures require review by PG&E. Sprinklers systems may be allowed; subject to review. Leach fields and septic tanks are not allowed. Construction plans must be submitted to PG&E for review and approval prior to the commencement of any construction.

10. Signs: Signs are not allowed except in rare cases subject to individual review by PG&E.

11. Recreation Areas: Playgrounds, parks, tennis courts, basketball courts, barbecue and light trucks (pickups, vans, etc.) may be allowed; subject to review of plans. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications.

12. Construction Activity: Since construction activity will take place near PG&E's overhead electric lines, please be advised it is the contractor's responsibility to be aware of, and observe the minimum clearances for both workers and equipment operating near high voltage electric lines set out in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety (<https://www.dir.ca.gov/Title8/sb5g2.html>), as well as any other safety regulations. Contractors shall comply with California Public Utilities Commission General Order 95 ([http://www.cpuc.ca.gov/gos/GO95/go\\_95\\_startup\\_page.html](http://www.cpuc.ca.gov/gos/GO95/go_95_startup_page.html)) and all other safety rules. No construction may occur within 25 feet of PG&E's towers. All excavation activities may only commence after 811 protocols has been followed.

Contractor shall ensure the protection of PG&E's towers and poles from vehicular damage by (installing protective barriers) Plans for protection barriers must be approved by PG&E prior to construction.

13. PG&E is also the owner of distribution facilities throughout many of the areas within the state of California. Therefore, any plans that impact PG&E's facilities must be reviewed and approved by PG&E to ensure that no impact occurs that may endanger the safe and reliable operation of its facilities.



October 9, 2023

Marie Amaro  
County of Glenn  
225 North Tehama Street  
Willows, CA 95988

Re: AMMD2023-002  
Cell Tower Extension

Dear Marie Amaro,

Thank you for providing PG&E the opportunity to review the proposed plans for AMMD2023-002 dated 9/22/2023. Our review indicates the proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

Please note this is our preliminary review and PG&E reserves the right for additional future review as needed. This letter shall not in any way alter, modify, or terminate any provision of any existing easement rights. If there are subsequent modifications made to the design, we ask that you resubmit the plans to the email address listed below.

If the project requires PG&E gas or electrical service in the future, please continue to work with PG&E's Service Planning department: <https://www.pge.com/cco/>.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact the PG&E Plan Review Team at [pgeplanreview@pge.com](mailto:pgeplanreview@pge.com).

Sincerely,

PG&E Plan Review Team  
Land Management

## AMMD2023-002, Cell Tower Extension, Request for Review

Huff, Jonathan P@DOT <Jonathan.Huff@dot.ca.gov>

Fri 10/6/2023 2:02 PM

To: Marie Amaro <mamaro@countyofglenn.net>

Good afternoon Marie,

Thanks for the opportunity to review your project. Since this is an existing use, we have no further comments.

Thank you,

**JONATHAN HUFF**

Office of Aviation Planning

Caltrans Aeronautics

California Department of Transportation

1120 N St.

Sacramento, CA

[Jonathan.Huff@dot.ca.gov](mailto:Jonathan.Huff@dot.ca.gov)

(916) 879-6528

# GLENN COUNTY

## Planning & Community Development Services Agency Environmental Health Department

225 N Tehama St.  
Willows, CA 95988  
Tel: 530.934.6102 Fax: 530.934.6103  
[www.countyofglenn.net](http://www.countyofglenn.net)



Mardy Thomas, Director

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Date: October 9, 2023

To: Marie Amaro, Assistant Planner  
Glenn County Planning & Community Development Services Agency (PCDSA)  
(Via Email)

From: Kevin Backus, REHS  
Director, Glenn County PCDSA - Environmental Health Department

Re: CUPA 1998-002 (AMMD2023-002), Spectrasite Communications, APN 046-170-015 (Cell Tower Extension)

We have reviewed the application information for the project noted above and recommend it be found complete for further processing. We have no comments/requirements at this time.

Please contact Environmental Health at 530-934-6102 with any questions on this matter.

**RE: AMMD2023-002, Cell Tower Extension, Request for Review**

Dhatt, Satwinder K@DOT <satwinder.dhatt@dot.ca.gov>

on behalf of

D3 Local Development@DOT <D3.local.development@dot.ca.gov>

Thu 9/28/2023 10:34 AM

To: Marie Amaro <mamaro@countyofglenn.net>

Cc: Arnold, Gary S@DOT <gary.arnold@dot.ca.gov>; Planning Email Group <Planning@countyofglenn.net>

Hi Marie,

Thank you for including California Department of Transportation in the review process for Conditional Use Permit 1998-002, Amendment (AMMD2023-002), Cell Tower Extension Project. We wanted to reach out and let you know we have no comments at this time.

Please provide our office with copies of any further actions regarding this proposal. We would appreciate the opportunity to review and comment on any changes related to this development.

Should you have questions please contact me, Local Development Review, Equity and System Planning Coordinator, by phone (530) 821-8261 or via email at [D3.local.development@dot.ca.gov](mailto:D3.local.development@dot.ca.gov).

Thank you!

**Satwinder Dhatt**

**Local Development Review, Equity and Complete Streets  
Division of Planning, Local Assistance, and Sustainability  
California Department of Transportation, District 3  
703 B Street, Marysville, CA 95901  
(530) 821-8261**

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**From:** Marie Amaro <[mamaro@countyofglenn.net](mailto:mamaro@countyofglenn.net)>

**Sent:** Friday, September 22, 2023 9:57 AM

**Cc:** Planning Email Group <[Planning@countyofglenn.net](mailto:Planning@countyofglenn.net)>

**Subject:** AMMD2023-002, Cell Tower Extension, Request for Review

**EXTERNAL EMAIL.** Links/attachments may not be safe.

To Whom it May Concern,

Please accept the following Request for Review for comments.

 [AMMD2023-002, Cell Tower Extension, Request for Review.pdf](#)

Comments are being requested by October 16, 2023.

Thank you for your time regarding this matter.

**NOTICE OF INTENT AND PUBLIC HEARING  
BY THE GLENN COUNTY PLANNING COMMISSION**

**NOTICE IS HEREBY GIVEN** that the Planning Commission of the County of Glenn, State of California, will hold a Public Hearing to consider the project amendment/extension as listed below and that the amendment meets the California Environmental Quality Act (CEQA) Guidelines Section 15162. The Public Hearing will be held at the Glenn County Board of Supervisors' Chambers, 2nd Floor Willows Memorial Hall, 525 West Sycamore Street, Willows, California, on Wednesday, December 20, 2023, at 9:00 A.M., or as soon thereafter as the business of the Commission will allow.

**PROJECT:** Conditional Use Permit Amendment 1998-002, Cell Tower Renewal

**APPLICANT/LANDOWNER:** Spectrasite Communications, LLC

**PROJECT DESCRIPTION:** On August 19, 1998, the Glenn County Planning Commission approved Conditional Use Permit 1998-02 to construct a cellular communications tower and accessory structures. On September 17, 2008 the Glenn County Planning Commission approved a fifteen-year renewal, expiring on August 19, 2023. Spectrasite Communications LLC has applied for an amendment requesting renewal of Conditional Use Permit 1998-02 to continue the existing operation without expiration. This project is only for the extension of the conditional use permit and to remove the Condition of Approval to update every 15 years; there are no expansions proposed at this time.

**LOCATION:** The project is located on the north side of State Highway 32, southwest of Stony Creek, east of County Road Q, in the unincorporated area of Glenn County, California.

**ASSESSOR PARCEL NUMBER:** 046-170-015

**ZONING:** "M" (Industrial Zone)

**GENERAL PLAN:** Industrial

**DECISIONS:** The Planning Commission may approve, deny, or continue:

(A) That no subsequent environmental review is necessary pursuant to CEQA Guidelines Section 15162 and,

(B) Conditional Use Permit 1998-002, Amendment, for Spectrasite Communications, LLC.

All environmental information and project documentation is available for review at the Planning & Community Development Services Agency. Contact Marie Amaro, Assistant Planner at [planning@countyofglenn.net](mailto:planning@countyofglenn.net), (530) 934-6540, or at the Glenn County Planning & Community Development Services Agency, 225 North Tehama Street, Willows, CA, 95988. All interested parties may submit comments regarding the proposed project by Wednesday, December 20, 2023, at 9:00 A.M., or appear and present oral and/or written testimony at the Public Hearing. If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in correspondence delivered to the appropriate authority at, or prior to, the public hearing.