



CONDITIONAL USE PERMIT

Permit info: CUPFY2023-0003
 Application Date: 10/17/2022 Rec'd by: CW
 FOR OFFICE USE ONLY

6015 Glenwood Street ▪ Garden City, ID 83714 ▪ 208.472.2921
 ▪ www.gardencityidaho.org ▪ building@gardencityidaho.org

APPLICANT	PROPERTY OWNER
Name: <u>Gary Abrahams for Crown Castle</u>	Name: <u>DB II LLC</u>
Company: <u>GMA Network Services, LLC</u>	Company:
Address: <u>540-1st Ave S., #705</u>	Address: <u>8247 W. State St.</u>
City: <u>Seattle</u>	City: <u>GARDEN City</u>
State: <u>WA</u> Zip: <u>98104</u>	State: <u>ID</u> Zip: <u>83714</u>
Tel.: <u>206-349-4279</u>	Tel.:
E-mail: <u>gary@GMANetworkServices.com</u>	E-mail:

PROPERTY AND DESIGN INFORMATION: [VISIT ADA COUNTY ASSESSOR'S SITE](#)

Site Address: 8247 W. State Street, Garden City

Subdivision Name: <u>AZALEA</u>	Lot: <u>11</u>	Block: <u>2</u>	
Tax Parcel Number: <u>R0719420250</u>	Zoning: <u>C-2</u>	Total Acres: <u>.567</u>	
Proposed Use: <u>T-Mobile generator installation</u>	Floodplain: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

Describe the proposed use:

SEE Attached

Will you be making changes to the structure(s)?	YES	NO
If no, will you be changing the occupancies as defined by the IBC ?	YES	NO
Check any that are applicable to this application: <i>*If any of the first three boxes are checked, a Design Review Application is required*</i>	<input type="checkbox"/> I will build a new structure	
	<input type="checkbox"/> I will add 25% or more to the floor area of an existing building	
	<input type="checkbox"/> I will alter, replace rehabilitate or restore 25% or more of a store façade.	

How is the use appropriate to the location, the lot, and the neighborhood, and is compatible with the uses permitted in the applicable zoning district?

SEE Attached

Is the use supported by adequate public facilities or services such as water/sewer, schools, roads, parks, transit, fire protection and police protection?

SEE Attached

How does the use affect the health, safety or welfare of the community?

SEE Attached

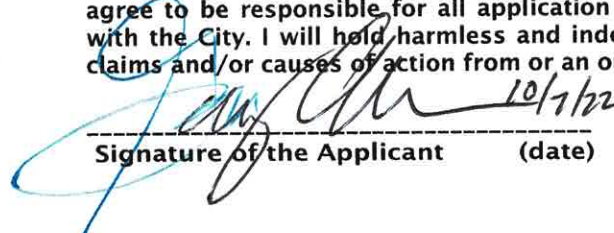
How does the use support the goals of the Comprehensive Plan?

SEE Attached

How far is the proposed use from a pedestrian/bicycle pathway?

SEE Attached

I consent to this application and hereby certify that information contained on this application and in the accompanying materials is correct to the best of my knowledge. I agree to be responsible for all application materials, fees and application correspondence with the City. I will hold harmless and indemnify the City of Garden City from any and all claims and/or causes of action from or an outcome of the issuance of a permit from the City.


Signature of the Applicant

10/1/22
(date)

SEE Attached
Signature of the Owner

(date)

APPLICATION INFORMATION REQUIRED

NOTE:

AN ELECTRONIC COPY OF THE ENTIRE APPLICATION SUBMITTAL REQUIRED

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES

ONE (1) HARD COPY OF EACH CHECKLIST ITEM REQUIRED:

- ☒ Compliance Statement and Statement of Intent
 - ☒ Neighborhood Map
 - ☒ Will Serve Letter
 - ☒ 11"x17" Site Plan
 - ☒ Irrigation/Ditch Company Authorization Letter
 - ☒ Photos of Site
 - ☒ Neighborhood Meeting Verification
 - ☒ Affidavit of Legal Interest
 - ☒ Waiver Request of Application Materials
 - ☒ Structural Documentation
(if previous Certificate of Occupancy has been issued and no change to IBC occupancy is anticipated)
- *Additional information may be required by staff such as a traffic/parking analysis, a use analysis or documents related specifically to a business.*



PLEASE CHECK THE FOLLOWING:

INFORMATION REQUIRED ON COMPLIANCE STATEMENT AND STATEMENT OF INTENT:

- ☒ Statement explaining how the proposed use(s) is compliant with the standards of review for the proposed application. Cite the ordinances the proposed use(s) is compliant with
- ☒ Should include purpose, scope, and intent of project
- ☒ Information concerning noxious uses, noise, vibration, and any other aspects of the use or structure that may impact adjacent properties or the surrounding community

INFORMATION REQUIRED ON NEIGHBORHOOD MAP:

- ☒ 8 1/2" x 11" size minimum
- ☐ Location of contiguous lots and lot(s) immediately across from any public or private street, building envelopes and/or existing buildings and structures at a scale not less than one inch equals one hundred feet (1" = 100')
- ☐ Impact of the proposed siting on existing buildings, structures, and/or building envelopes

INFORMATION REQUIRED ON SITE PLAN:

- ☒ Scale not less than 1" = 20'), legend, and north arrow.
- ☐ Property boundary, dimensions, setbacks and parcel size.
- ☐ Location of the proposed building, improvement, sign, fence or other structure, and the relationship to the platted building envelope and/or building zone
- ☐ Building envelope dimensions with the center of the envelope location established in relation to the property lines
- ☐ Adjacent public and private street right of way lines
- ☐ Total square footage of all proposed structures calculated for each floor. If the application is for an addition or alteration to an existing building or structure, then the new or altered portions shall be clearly indicated on the plans and the square footage of new or altered portion and the existing building shall be included in the calculations

- ☐ For uses classified as drive-through, the site plan shall demonstrate safe pedestrian and vehicular access and circulation on the site and between adjacent properties as required in Section 8-2C-13 of Title 8.

INFORMATION REQUIRED FOR IRRIGATION/DITCH AUTHORIZATION LETTER:

- ☒ Required if irrigation canal/irrigation ditch runs through property or along property lines

INFORMATION FOR NEIGHBORHOOD MEETING VERIFICATION:

- ☒ Copy of notice sent to property owners within 300' of an applicable property
- ☒ List of notice recipients with names and addresses
- ☒ Sign-up sheet from meeting

INFORMATION REQUIRED FOR WAIVER REQUEST OF APPLICATION MATERIALS:

- ☐ Statement must include a list of the application materials to be waived and an explanation for the request

STRUCTURAL DOCUMENTATION (IF NO CHANGE TO STRUCTURE OR IBC OCCUPANCY):

- ☐ **Industrial treatment compliance: a statement answering the following questions:**
 - Do you or will you discharge wastewater other than domestic water from bathrooms to the City Sewer System? If yes, please describe.
 - Are floor drains present in your facility? If yes, are any chemicals stored on site in containers exceeding 1 gallon?
 - Do you or will you use fats, oils or greases in your business? If yes, do you have a grease trap/interceptor present
- ☐ **One set of detailed current floor plans legibly drawn on minimum 8 1/2 X 11 plan sheet drawn to 1/4" = 1' scale (with scale noted on plans) identifying:**
 - Use and square footage per room (i.e. office, storage, restroom, etc.)
 - Primary Occupancy Classification (2018 IBC sec 303-312)
 - Occupancy Load (2018 IBC Sec 1004, table 1004.5)
 - Interior and exterior wall and opening dimensions, windows, doors, roll-up doors
 - Electrical panels interior and exterior
 - Gas meter location
 - Fire extinguisher locations and size
 - Emergency lighting locations
 - Illuminated exit sign locations
 - Fire sprinkler riser location
 - Fire alarm panel location
 - Commercial cooking operation location, including size and type of hoods and grease traps
 - Spray finishing operation location
 - Flammable or combustible product locations
 - Welding operation locations
 - Rack storage locations



Crown Castle
1505 Westlake Avenue North
Suite 800
Seattle, WA 98109

September 17, 2020

Re: Crown Castle – PNW
Subject: Gary Abrahams – Authorized Consultant for Crown Castle

Dear Reviewing Parties:

This letter serves to notify you that Crown Castle has retained the services of Gary Abrahams, as approved agent to submit application for and obtain local jurisdiction approvals including but not limited to zoning and building permits. This includes applicable permitting for any and all customers seeking to install or modify their equipment on Crown Castle towers.

Please feel free to contact me directly with any questions. Thank you for your expeditious processing of applications filed by Mr. Abrahams.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Listfeld'.

Chris Listfeld
Site Acquisition Project Manager – Seattle
Chris.Listfeld@crowncastle.com
(206) 336-7403

Conditional Use Permit Application
T-Mobile generator installation
8247 W. State St., Garden City, ID
BU: 824322
Application: 581653

PROPOSED SCOPE OF WORK

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO INCREASE ON-AIR RELIABILITY AND PROVIDE STANDBY ELECTRIC POWER.

TOWER SCOPE OF WORK

- NO TOWER WORK

GROUND SCOPE OF WORK

- INSTALL (1) GENERAC DIESEL GENERATOR (GENERAC SD025 WITH 211 GALLON TANK & LEVEL 2 ACOUSTIC ENCLOSURE) ON EXISTING/PROPOSED CONCRETE PAD
- INSTALL (1) ATS ON UTILITY FRAME
- INSTALL (3) 1" PVC SCH 40 CONDUITS
- INSTALL (1) 2"PVC SCH 40 CONDUIT
- INSTALL (2) 20A BREAKERS IN EXISTING PPC
- REPLACE EXISTING METER BASE WITH NEW METER/DISCONNECT

RESPONSE TO CUP QUESTIONS

HOW IS THE USE APPROPRIATE TO THE LOCATION, THE LOT, AND THE NEIGHBORHOOD, AND IS COMPATIBLE WITH THE USES PERMITTED IN THE APPLICABLE ZONING DISTRICT?

Applicant Response:

The proposed application is for T-Mobile's generator installation at an existing wireless communication facility which includes an existing Base Station (tower) and fenced equipment area.

IS THE USE SUPPORTED BY ADEQUATE PUBLIC FACILITIES OR SERVICES SUCH AS WATER/SEWER, SCHOOLS, ROADS, PARKS, TRANSIT, FIRE PROTECTION AND POLICE PROTECTION?

Applicant Response:

The subject site is an existing wireless communication facility, and it is served by existing utilities.

HOW DOES THE USE AFFECT THE HEALTH, SAFETY OR WELFARE OF THE COMMUNITY?

Applicant Response:

T-Mobile's proposed emergency generator installation will not have any impact on the surrounding community.

HOW DOES THE USE SUPPORT THE GOALS OF THE COMPREHENSIVE PLAN?

Applicant Response:

The proposed project provides for emergency power for T-Mobile's facility if it were required in the future.

HOW FAR IS THE PROPOSED USE FROM A PEDESTRIAN/BICYCLE PATHWAY?

Applicant Response:

The proposed project is to install an emergency generator at an existing facility, and the proximity to pedestrian or bicycle pathways is not applicable.



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2022 Property Details for Parcel R0719420250

2022 ▾

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Details

Valuation

Tax Districts

Taxes

Characteristics

Sketch

Parcel: R0719420250

Year: 2022

Parcel Status: Active in 2022

Primary Owner:

DBII LLC

Zone Code: C-2

Total Acres: 0.567

Tax Code Area: 06-3

Instrument Number:

2020069819

Assessor ID:

LOT 11 BLK 2

AZALEA SUBDIVISION



[View Interactive Map of this Parcel](#)

[View 2022 Assessment Notice](#)

Any modifications made to the assessment after notices were mailed will not be reflected in this notice.

Address: 8247 W STATE ST GARDEN CITY , ID 83714

Subdivision: AZALEA SUB

Land Group Type: SUB

Township/Range/Section: 4N1E24



1505 Westlake Ave N N
Seattle, WA 98109

Phone:
www.crowncastle.com

October 7, 2022

CITY OF GARDEN CITY, ID
Ms. Hannah Veal
Planning & Zoning
6015 GLENWOOD STREET
GARDEN CITY, ID 83714-1347

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409
Site Address: 8247 W State Street, Garden City, ID 83714
Assessors Tax Parcel ID number: R0719420250
Crown Site Number: 824322 / Crown Site Name: GrdnCity_Roe
Customer Site Number: SL02089D (T-Mobile) / Application Number: 581653
Affidavit of Legal Interest

Dear Hannah,

The City of Garden City is requiring an Affidavit of Legal Interest for the Conditional Use Permit application for the proposed modifications at 8247 W. State Street, Garden City, ID (the “**Subject Property**”).

Attached hereto is the Affidavit of Legal Interest signed by Global Signal Acquisitions IV LLC appointing GMA Network Services as authorized representative to submit for permits (see **page 2** of this document).

The prior owner, Blynn Properties LLC (“**Blynn**”) signed a Wireless Communication Easement and Assignment Agreement dated August 18, 2010, with Unison, for a Communication Easement, which includes the Existing Agreements (as defined therein), for the property at 8247 W. State Street, Garden City, ID.

Blynn signed that First Amendment to Wireless Communication Easement and Assignment Agreement with Ulysses (as defined therein), which is successor-in-interest to Unison, dated March 16, 2016 (“**First Amendment**”) that appointed Ulysses as its Attorney-in-Fact, and which was executed by Robert Milter of Blynn. The First Amendment, Section 5, stipulates as follows:

Attorney-in-fact. *Site Owner hereby confirms, ratifies, acknowledges and affirms that pursuant to the Agreement, it irrevocably appointed Ulysses as its true and lawful attorney-in-fact, with full power of substitution and re-substitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Ulysses and as necessary to comply with applicable laws, statutes or regulations as set forth in Section 5 of the Agreement.*

Further, under the Assignment and Assumption of Easement Agreement dated October 3, 2019 (“**Easement**”), Ulysses assigned its respective interest in the Communication Easement, which affects that property previously owned by Blynn and now owned by DBII LLC via that vesting deed in 2020, to Global Signal Acquisitions IV LLC (“**Global**”). The Easement transferred the rights to act as Attorney-in-Fact per Section 5 of the First Amendment to Global.



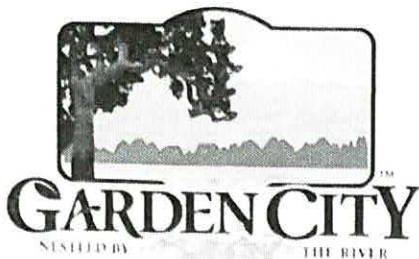
1505 Westlake Ave N N
Seattle, WA 98109

Phone:
www.crowncastle.com

Based upon this documentation, Global has the authority to sign a letter of authorization to submit for any required permits pertaining to the Subject Property.

Let me know if you have any questions.

Thanks,
Gary Abrahams
GMA Network Services, LLC
Agent for Crown Castle



6015 Glenwood Street Garden City, Idaho 83714
Phone 208 - 472 2921 Fax 208 - 472 2926
www.gardencityidaho.org

Affidavit of Legal Interest

Arizona
State of ~~Idaho~~)
Maricopa)
County of ~~Ada~~)

I, Taro Sittthion
Name

Address

City

State and Zip

Being first duly sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, and I grant my permission
to GMA Network Services/Emilie Deschamps 590-1st Ave S #705, Seattle, WA 98104
Name Address
to submit the accompanying application pertaining to that property.
2. I agree to indemnify, defend and hold the City of Garden City and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
3. I hereby grant permission to City of Garden City staff to enter the subject property for the purpose of site inspections related to processing said applications.

Dated this 3rd 30th day of March, 2022

Taro Sittthion
Signature Signed By Global Signal Acquisitions IV LLC, Its Attorney-In-Fact

Subscribed and sworn to before me the day and year first above written



My Commission expires

May 22, 2023

**ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT
DATED OCTOBER 3, 2019**

Prepared by:

Robert W. Mouton, Esq.
Locke Lord LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130

Return to:

Tara Groda
Crown Castle Post-Closing Department
1220 Augusta Drive, Suite 600, Houston, TX 77057

ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT

This Assignment and Assumption of Easement Agreement (this "**Assignment**") is made and entered into as of the 3 day of October, 2019, but effective as of the 31st day of October, 2019 (the "**Effective Date**") by and between **Ulysses Asset Sub II, LLC**, a Delaware limited liability company, f/k/a T6 Unison Site Management LLC, a Delaware limited liability company (the "**Assignor**"), and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company (the "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively referred to herein as the "**Parties**".

WHEREAS, Assignor and Assignee are parties to that certain Site Exchange Agreement dated November 7, 2016, as amended by that certain Amended and Restated Site Exchange Agreement dated as of March 6, 2017 (as the same may have been further amended from time to time, collectively, the "**Exchange Agreement**"), pursuant to, and upon the terms of which, Assignor and Assignee have agreed to assign, transfer and convey all of their respective right, title and interest in and to certain assets, including, without limitation, real property interests, to each other, and to transfer certain obligations related thereto, all as more particularly described in the Exchange Agreement; and

WHEREAS, Assignor is the grantee pursuant to that certain easement agreement described on **Exhibit A** attached hereto and by this reference incorporated herein (as the same may have been

amended, modified or assigned from time to time, collectively, the "**Easement Agreement**", and together with any hereinbelow described Net Profits Agreement, Letter Agreement and Ground Lease, as applicable, the "**Easement Documents**"), pursuant to which the grantor specified in **Exhibit A** (hereinafter, the "**Grantor**") granted and conveyed to Assignor an easement in, to, under and over a certain portion of real property owned by the Grantor (the real property owned by the Grantor, hereinafter, the "**Property**", which Property is more particularly described in **Exhibit A-1** attached hereto and by this reference incorporated herein; and such portion of the Property subject to the Easement Agreement, hereinafter, the "**Easement Area**", which Easement Area is more particularly described in **Exhibit B** attached hereto and by this reference incorporated herein); and

WHEREAS, Assignor is also the current landlord under that certain lease agreement described on **Exhibit C** attached hereto and by this reference incorporated herein (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"), and which Ground Lease demises a portion of the Property; and

WHEREAS, Assignor is also party to that certain Net Profits Agreement dated August 19, 2010 by and between Assignor and the Grantor (as the same may have been amended, modified or assigned from time to time, collectively the "**Net Profits Agreement**");

WHEREAS, the Parties hereby desire to effect such assignments, transfers and assumptions;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in the Exchange Agreement, the Parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning given to such terms in the Exchange Agreement.
2. **Assignment and Transfer of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers unto Assignee, and Assignee hereby accepts from the Assignor, all of the right, title and interest of Assignor in, to and under the Easement Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Easement Documents, respectively. Notwithstanding anything in this Assignment to the contrary, but without limiting any of the Parties' duties and obligations arising under this Assignment, this Assignment shall not constitute an assignment or transfer hereby of any right, title and interest of Assignor in, to and under an Easement Document if an attempted assignment or transfer, without the authorization of a third party thereto, would constitute a breach or violation of such Easement Document, or in any way adversely affect the rights of Assignee thereunder, but only to the extent such authorization has not been obtained. If any authorization described in the preceding sentence is not obtained, or if any attempt at an assignment, transfer or other conveyance thereof would be ineffective or would affect the rights of the Assignor thereunder so that, after the applicable Closing Date, the Assignee would not in fact receive all such rights or obtain the benefits and rights contemplated by this Assignment and the Exchange Agreement, then the

Assignee may elect to pursue certain options, as more particularly described in Section 2(c) of the Exchange Agreement.

3. **Assumption of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), pursuant to the Easement Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Easement Documents.
4. **Terms of Exchange Agreement Control.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Exchange Agreement, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Assignment to the extent provided in the Exchange Agreement. Neither the making nor the acceptance of this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the terms and conditions of the Exchange Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.
5. **Amendments.** This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
6. **Interpretation and Construction.** This Assignment shall be subject to the provisions set forth in Sections 30(g) and 30(h) of the Exchange Agreement, except to the extent that any contrary or different terms are set forth herein.
7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns. Except as permitted under Section 30(d) of the Exchange Agreement, no Party may transfer or assign this Assignment or any of its rights hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Assignment to an Affiliate or to a party acquiring such Party or all or substantially all of the assets of such Party, provided, however, that the terms of any such acquisition may not impair, in any substantive way, either Party's ability to perform this Assignment.

8. **Notice.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

<u>To Assignor:</u>	American Towers LLC Attn: Landlord Relations 10 Presidential Way Woburn, MA 01801	<u>To Assignee:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President, Corporate Development 1220 Augusta Drive, Suite 600 Houston, TX 77057
<u>With copy to:</u>	American Towers LLC Attn: General Counsel 116 Huntington Avenue 11th Floor Boston, MA 02116	<u>With copy to:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President and General Counsel 1220 Augusta Drive, Suite 600 Houston, TX 77057
	American Towers LLC Attn: Shawn Lanier, VP Legal 10 Presidential Way Woburn, MA 01801		

Either Party, by written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Governing Law.** Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be governed and construed in all respects in accordance with the laws of the State of New York (except to the extent the laws of the State or Commonwealth in which the Property is situated are mandatorily applicable, in which case the laws of such State or Commonwealth shall govern to the extent required), without regard to the conflicts of laws provisions of New York, or, as applicable, such State or Commonwealth. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 30(e) of the Exchange Agreement.
10. **Counterpart Signatures.** This Assignment may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, binding on all of the Parties, even

though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Assignment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Assignment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Assignment by all Parties to the same extent as an original signature.

- 11. No Merger.** It is the intent of the Assignee that the landlord interest in the Ground Lease shall not merge with the tenant interest in the Ground Lease, notwithstanding that both leasehold interests may be held at any time by the same party.

END OF DOCUMENT – SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

ASSIGNOR:

Ulysses Asset Sub II, LLC
a Delaware limited liability company

Signature: _____
Print Name: Shawn Lanier
Title: Vice President, US Legal

WITNESSES:

Signature: _____
Print Name: Kevin P. McMahon
Signature: _____
Print Name: Michael D. Peto

WITNESS AND ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 29th day of October, 2019, before me, Julie E. Kaplan the undersigned Notary Public, personally appeared Shawn Lanier, Vice President – US Legal, proved to me through satisfactory evidence of identity, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.).

X as Vice-President, US Legal for Ulysses Asset Sub II, LLC, a Delaware limited liability company



JULIE E. KAPLAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 12, 2020

Signature of Notary Public

Printed name of Notary

Place Notary Seal and/or Stamp Above

My Commission Expires _____

SIGNATURES CONTINUE ON NEXT PAGE



JULIE E. KAPLAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 12, 2020

ASSIGNEE:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

R.Christopher Mooney
Vice President

WITNESSES:

Signature: _____

Print Name: _____

J.V. BUDET

Signature: _____

Print Name: _____

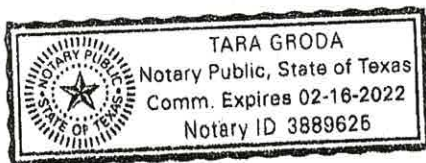
Caren Shaughnessy

WITNESS AND ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on October 3, 2019, by R.Christopher Mooney,
the VP of Global Signal Acquisitions IV LLC, a Delaware
limited liability company, on behalf of said company.



SEAL

Notary Public
My commission expires: 2/16/2022

Attachments:

Exhibit A: Easement Agreement

Exhibit A-1: Property

Exhibit B: Easement Area

Exhibit C: Ground Lease

EXHIBIT A

EASEMENT AGREEMENT

That certain Wireless Communication Easement and Assignment Agreement dated as of August 18, 2010, by and between Blynn Properties, L.L.C. a/k/a LLC ("Site Owner") and Treasure Valley Collision Center L.L.C. ("Joinder Party") ("**Grantor**"), as original easement grantor, and T6 Unison Site Management LLC, a Delaware limited liability company ("**T6**"), as original easement grantee, recorded on September 16, 2010, with the records of Ada County, Idaho, as Document No. 110086348, as amended by that certain First Amendment to Wireless Communication Easement and Assignment dated as of March 16, 2016, by and between the aforesaid Grantor and Ulysses Asset Sub II, LLC, a Delaware limited liability company, as grantee, and recorded on April 19, 2016, with the records of Ada County, Idaho, as Document No. 2016-032648.

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

The following described premises, to-wit:

Lot 11 in Block 2 of Azalea Subdivision, according to the official plat thereof filed in Book 71 of Plats at Pages 7243 and 7244, records of Ada County, Idaho and amended by warranty deed recorded December 27, 1996 under Instrument No. 96106001.

AND BEING the same property conveyed to Treasure Valley Collision Center L.L.C., an Idaho limited liability company from Steven G. Gregory, a married man as his sole and separate property by Warranty Deed dated October 03, 2005 and recorded October 04, 2005 in Instrument No. 105148172; AND FURTHER CONVEYED to Blynn Properties, L.L.C., a limited liability company from Treasure Valley Collision Center, L.L.C. by Quitclaim Deed dated July 28, 2008 and recorded July 30, 2008 in Instrument No. 108086742.

Tax Parcel No. R0719420250

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

Communication Easement

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE PROPERTY AT THE SOUTHERLY LINE OF W. STATE STREET; THENCE SOUTH, ALONG THE EAST LINE OF SAID PROPERTY, 155.00 FEET TO T A POINT; THENCE WEST AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 10.00 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED COMMUNICATION EASEMENT AND POINT OF BEGINNING; THENCE CONTINUE WEST, 60.00 FEET; THENCE NORTH AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 20.00 FEET; THENCE EAST AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 60.00 FEET; THENCE SOUTH AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 20.00 FEET TO THE POINT OF BEGINNING; AND

AN ADDITIONAL 20.00 FEET BY 20.00 FEET ADJOINING THE WESTERLY LINE OF THE ABOVE DESCRIBED PREMISES.

Commencing at the southeast corner of said Lot 11; Thence along the south line of said Lot, N89°02'23"W, 11.14 feet; Thence N00°57'37"E, 7.10 feet; Thence N85°45'42"W, 27.30 feet; Thence N04°14'18"E, 11.80 feet; Thence N00°00'00"E, 4.56 feet (L8) to the Point of Beginning; Thence continuing N00°00'00"E, 5.85 feet (L9); Thence S88°51'23"E, 26.00 feet; Thence S01°08'37"W, 5.77 feet (L10); Thence N89°02'23"W, 25.88 to the Point of Beginning.

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to W. State Street (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

EXHIBIT C

GROUND LEASE

1. That certain Site Lease with Option by and between Steven G. Gregory, as landlord, and VoiceStream PCS II Corporation, a Delaware corporation, as tenant, dated November 19, 2003, a memorandum of which was recorded on July 22, 2005 with the records of Ada County, Idaho as Document No. 105099836, as assigned by Steven G. Gregory to Treasure Valley Collision Center, L.L.C., an Idaho limited liability company, by that certain Assignment of Lease dated October 3, 2005 and recorded on October 5, 2005, with the records of Ada County, Idaho, as Document No. 105148893, as affected by that certain Master Prepaid Lease and Management Agreement dated November 30, 2012, in favor of CCTMO LLC, a memorandum of which was recorded on June 21, 2016, with the records of Ada County, Idaho, as Document No. 2016-054363.
2. That certain unrecorded Communication Site Lease Agreement (Ground Space) by and between Steven G. Gregory, an unmarried person, as landlord, and Clearwire LLC, a Nevada limited liability company, as tenant, dated as of September 15, 2005, as assigned by Steven G. Gregory to Treasure Valley Collision Center, L.L.C., an Idaho limited liability company, by that certain Assignment of Lease recorded on October 5, 2005, with the records of Ada County, Idaho, as Document No. 105148893.

**FIRST AMENDMENT TO WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT
DATED MARCH 16, 2016**

Prepared by and Return to:

Ulysses Asset Sub II, LLC
c/o American Tower Corporation
Attn: Land Management/Michael Abodeely, Esq.
10 Presidential Way
Woburn, MA 01801
Site No: 276123 / ID-9501
Site Name: Blynn Properties G ID
Assessor's Parcel No(s): R0719420250

Prior Recorded Easement Reference:

Document No: 110086348
State of Idaho
County of Ada

**First Amendment to
Wireless Communication Easement and Assignment Agreement**

THIS FIRST AMENDMENT TO WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT (the "**First Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between Ulysses Asset Sub II, LLC, a Delaware limited liability company, formerly known as T6 Unison Site Management, LLC (having a mailing address of c/o American Tower Corporation, 10 Presidential Way, Woburn, MA 01801) ("**Ulysses**"), Blynn Properties, LLC, an Idaho limited liability company (having a mailing address of 8247 W. State Street, Garden City, Idaho 83714) ("**Site Owner**"), and Treasure Valley Collision Center, L.L.C., an Idaho limited liability company (having a mailing address of 8247 W. State Street, Garden City, Idaho 83714) ("**Joinder Party**"). Site Owner, Joinder Party and Ulysses being collectively referred to herein as the "**Parties**" and individually as a "**Party**".

WHEREAS, Site Owner is the fee simple owner of real property located in Ada County, State of Idaho, having an address of 8247 W. State Street, Garden City, Idaho 83714, and as more particularly described on Exhibit A attached hereto (the "**Property**");

WHEREAS, Site Owner, Joinder Party and Ulysses entered into that certain Wireless Communication Easement and Assignment Agreement dated August 18, 2010 and recorded in Ada County, Idaho, Instrument No. 110086348 (the "**Agreement**"), whereby Site Owner and Joinder Party granted Ulysses and its Customers (as defined in the Agreement) certain Easements (as defined in the Agreement) over the Property (such Easements, collectively, the

“**Site**”) and assigned Site Owner’s and Joinder Party’s interests in certain Existing Agreements (as defined in the Agreement) to Ulysses; and

WHEREAS, Ulysses, Site Owner and Joinder Party desire to enter into this Amendment to expand the Communication Easement (as defined in the Agreement) granted to Ulysses and to secure the rights necessary for Ulysses and its Customers to operate the Site.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Site Owner, Joinder Party and Ulysses agree that the Agreement is hereby amended as follows:

1. **Recitals and Definitions.** Capitalized terms used and not otherwise defined herein shall have the same meaning as used in the Agreement. The recitals set forth above are hereby incorporated herein by this reference.
2. **Expansion of Communication Easement.**
 - a. Site Owner and Ulysses desire to amend the Agreement in order to expand the Communication Easement granted to Ulysses. Site Owner and Ulysses agree and acknowledge that Exhibit B-1 to the Agreement is hereby deleted in its entirety as of the Effective Date of this Amendment and shall be replaced with Exhibit BB-1 attached hereto and incorporated herein by reference. In the event of inconsistency or discrepancy between Exhibit BB-1 attached hereto and Exhibit B-1 to the Agreement, Exhibit BB-1 shall control.
 - b. Site Owner hereby grants to Ulysses and its Customers the right and privilege to enter upon the Property and/or Easements at any time to perform or cause to be performed test borings of the soil, environmental audits, sampling, tests, engineering studies and to conduct a survey of the Property and/or the Easements. Site Owner shall not unreasonably interfere with Ulysses’ and/or its Customers’ use of the Property in conducting these activities. Site Owner will provide Ulysses with any necessary keys or access codes to the Site if needed for ingress and egress.
3. **Rights.** Site Owner expressly confirms, ratifies, acknowledges and affirms the rights granted to Ulysses and its Customers pursuant to the Agreement to construct, maintain, repair, replace, improve, operate, and remove Facilities (as defined in the Agreement) and, notwithstanding any terms of the Agreement to the contrary, to conduct any related activities and uses to comply with the Existing Agreements, without notice to or consent of Site Owner.
4. **Additional Customers.** Site Owner and Ulysses agree to amend the right of first refusal granted by Site Owner to Ulysses. Therefore, Site Owner and Ulysses agree that the following sentence shall be included in Section 13 of the Agreement as the eight (8th) sentence:

"Unison shall give Site Owner notice of its intent to acquire same within thirty (30) days of receipt of Site Owner's notice."

5. **Attorney-in-fact.** Site Owner hereby confirms, ratifies, acknowledges and affirms that pursuant to the Agreement, it irrevocably appointed Ulysses as its true and lawful attorney-in-fact, with full power of substitution and re-substitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Ulysses and as necessary to comply with applicable laws, statutes or regulations as set forth in Section 5 of the Agreement.

6. **Site Owner Statements.** Site Owner hereby represents and warrants to Ulysses that: (i) to the extent applicable, Site Owner is duly organized, validly existing, and in good standing in the jurisdiction in which Site Owner was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Site Owner has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Site Owner, have the authority to enter into and deliver this Amendment on behalf of Site Owner; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Site Owner of this Amendment; (iv) Site Owner is the sole owner of the Property; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) relating to, encumbering, asserted against, threatened against, and/or pending with respect to the Easements or any other portion of the Property which do or could (now or any time in the future) adversely impact, limit, and/or impair Ulysses' rights under the Agreement, as amended and modified by this Amendment. Site Owner hereby does and agrees to indemnify Ulysses for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Ulysses as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The representations and warranties of Site Owner made in this Section shall survive the execution and delivery of this Amendment.

7. **Notice.** Notwithstanding anything to the contrary contained in the Agreement, the address of Ulysses for all purposes as set forth in Section 17 of the Agreement shall be as set forth below:

Ulysses:	Ulysses Asset Sub II, LLC
	c/o American Tower Corporation
	10 Presidential Way
	Woburn, MA 01801
	Attn: Land Management

With a copy to: American Towers LLC
c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

Site Owner: Blynn Properties, LLC
8247 W. State Street
Garden City, ID 83714

Either party may change its notice address by designating one or more different notice addresses from those set forth above, with such change being effective thirty (30) days after receipt of notice thereof. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

8. **General Terms and Conditions.** (a) the Agreement, as amended by this Amendment, constitutes the entire agreement and understanding of Site Owner and Ulysses and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Amendment must be in writing and executed by both parties; (c) if any term of this Amendment is found to be void or invalid, or ineffective as to third parties such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of the Agreement, which shall continue in full force and effect, and the Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (d) upon the request of Ulysses, Site Owner shall execute such instruments or plats or surveys as deemed reasonably necessary to describe the Property and Building, or for recordation in the public records of the County in which the Property is located; (e) the paragraph headings of this Amendment have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of the Amendment; and (f) Site Owner agrees to provide Ulysses with such certificates, permit applications, and other instruments and reasonable assurances as reasonably required to fulfill the intent of the terms hereof.

9. **Full Force and Effect; Entirety; Amendment; Successors.** Except as modified herein, the Agreement and all the easements, covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Agreement constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment or the Agreement must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment and the terms herein shall at all times supersede and control and any ambiguity between such conflicting terms shall be interpreted and resolved based on the terms of this Amendment. This Amendment and the Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees,

successors and assigns. It is the intention of the Parties hereto that all of the various rights, obligations, restrictions and easements created herein shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and assignees of the affected lands and all persons claiming under them.

10. **Signature; Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though the Parties are not signatories to the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each Party agrees that the delivery of this Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11. **Governing Law.** Notwithstanding anything to the contrary contained in the Agreement and in this Amendment, the Agreement and this Amendment shall be governed by and construed in all respects in accordance with the laws of the state or commonwealth in which the Property is situated, without regard to the conflicts of laws provisions of such state or commonwealth.

12. **Joinder Party.** And now to these presents, intervenes Joinder Party, who joins with the Site Owner in entering into this Amendment and does hereby agree to be bound by all of the covenants, agreements, terms, provisions and conditions hereof and joins Site Owner in granting the Communication Easement to Ulysses as set forth in Exhibit BB-1 attached hereto.

IN WITNESS WHEREOF, Site Owner, Joinder Party and Ulysses have each executed this Amendment as of the Effective Date.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

SITE OWNER:

Blynn Properties, LLC,
an Idaho limited liability company

By: [Signature]

Name: Robert Miller
Title: owner

Date: 3-1-16

WITNESS:

Kenneth W. Pierson
Print Name:

Vince Pantalone
Print Name:

STATE OF Idaho
COUNTY OF Ada

I, a Notary Public of the County and State aforesaid, certify that Robert Miller, who is the general partner/manager/member of Blynn Properties, LLC, an Idaho limited liability company, came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1st day of March, 2016.

[Affix Notary Seal]



[Signature]
Notary Public
My commission expires:

July 14, 2021

[SIGNATURES CONTINUE ON NEXT PAGE]

JOINDER PARTY:

Treasure Valley Collision Center, L.L.C.,
an Idaho limited liability company

By: 

Name: Robert Miller
Title: _____

Date: 3-1-16

WITNESS:

Kenneth W. Person
Print Name: _____

Vince Pantalone
Print Name: _____

STATE OF Idaho

COUNTY OF Ada

I, a Notary Public of the County and State aforesaid, certify that Robert Miller, who is the general partner/manager/member of Treasure Valley Collision Center, L.L.C., an Idaho limited liability company, came before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 1st day of March, 2016.

[Affix Notary Seal]





Notary Public

My commission expires:

July 14, 2021

[SIGNATURES CONTINUE ON NEXT PAGE]

ULYSSES:

Ulysses Asset Sub II, LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____

Edward P. Maggio, Jr.
Senior Counsel, US Tower

Date: _____

3/16/16

WITNESS:



Print Name: Alexander Sunkin



Print Name: Rahim Akram

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On this 16 day of March, 2016, before me, the undersigned
Notary Public, personally appeared Edward P. Maggio, Jr., personally known
to me to be the person whose name is subscribed to the within instrument and acknowledged to
me that he executed the same in his authorized capacity, and that by his signature on the
instrument, the person or the entity upon which the person acted, executed the instrument.




Notary Public
My Commission Expires: 12-17-2021

Exhibit A
Legal Description of Property

The following described premises, to-wit:

Lot 11 in Block 2 of Azalea Subdivision, according to the official plat thereof filed in Book 71 of Plats at Pages 7243 and 7244, records of Ada County, Idaho and amended by warranty deed recorded December 27, 1996 under Instrument No. 96106001.

AND BEING the same property conveyed to Treasure Valley Collision Center L.L.C., an Idaho limited liability company from Steven G. Gregory, a married man as his sole and separate property by Warranty Deed dated October 03, 2005 and recorded October 04, 2005 in Instrument No. 105148172; AND FURTHER CONVEYED to Blynn Properties, L.L.C., a limited liability company from Treasure Valley Collision Center, L.L.C. by Quitclaim Deed dated July 28, 2008 and recorded July 30, 2008 in Instrument No. 108086742.

Tax Parcel No. R0719420250

Exhibit BB-1
Communication Easement

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE PROPERTY AT THE SOUTHERLY LINE OF W. STATE STREET; THENCE SOUTH, ALONG THE EAST LINE OF SAID PROPERTY, 155.00 FEET TO T A POINT; THENCE WEST AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 10.00 FEET TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED COMMUNICATION EASEMENT AND POINT OF BEGINNING; THENCE CONTINUE WEST, 60.00 FEET; THENCE NORTH AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 20.00 FEET; THENCE EAST AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 60.00 FEET; THENCE SOUTH AND PERPENDICULAR TO THE LAST MENTIONED COURSE, 20.00 FEET TO THE POINT OF BEGINNING; AND

AN ADDITIONAL 20.00 FEET BY 20.00 FEET ADJOINING THE WESTERLY LINE OF THE ABOVE DESCRIBED PREMISES.

Commencing at the southeast corner of said Lot 11; Thence along the south line of said Lot, N89°02'23"W, 11.14 feet; Thence N00°57'37"E, 7.10 feet; Thence N85°45'42"W, 27.30 feet; Thence N04°14'18"E, 11.80 feet; Thence N00°00'00"E, 4.56 feet (L8) to the Point of Beginning; Thence continuing N00°00'00"E, 5.85 feet (L9); Thence S88°51'23"E, 26.00 feet; Thence S01°08'37"W, 5.77 feet (L10); Thence N89°02'23"W, 25.88 to the Point of Beginning.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location hereof.

Agreed and Approved:

SITE OWNER:

Blynn Properties, LLC,
an Idaho limited liability company

Signature: _____

Print Name: _____

Its: _____

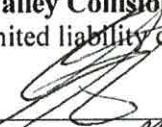
Date: _____

Robert Miller
Robert
3-1-16

Exhibit BB-1
Communication Easement
(Continued)

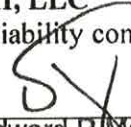
JOINDER PARTY:

Treasure Valley Collision Center, L.L.C.,
an Idaho limited liability company

Signature: 
Print Name: Robert Miller
Its: owner
Date: 3-1-16

ULYSSES:

Ulysses Asset Sub II, LLC
a Delaware limited liability company

Signature: 
Print Name: Edward P. Maggio, Jr.
Its: Senior Counsel, US Tower
Date: 3/12/16

4

**WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT
DATED AUGUST 18, 2010**



1070338

Prepared by:
Victoria M. de Lisle
Locke Lord Bissell & Liddell LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: #0590924/03685

Record and Return to:
Dione Carter
Fidelity National Title Group
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: 1.804.267.2049
Fax: 1.804.267.2330
File: #11896145
Unison Site: #316984

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 18th day of August, 2010 ("Effective Date"), by and between Blynn Properties, L.L.C. a/k/a LLC, whose address is 8247 W. State Street, Garden City, Idaho 83714 ("Site Owner"), Treasure Valley Collision Center L.L.C. whose address is 8247 West State Street, Boise, Idaho 83714 ("Joinder Party"), and T6 Unison Site Management LLC, a Delaware limited liability company, whose address is P.O. Box 1951, Frederick, Maryland 21702-0951 ("Unison"). All references hereafter to "Unison", "Site Owner" and "Joinder Party" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Garden City, and County of Ada in the State of Idaho, having a street address of 8247 W. State Street, Garden City, Idaho 83714, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

- (i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities

(collectively, "Facilities") and any related activities and uses including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, plus an additional 20.00 feet by 20.00 feet adjoining the westerly line of the area leased under the Existing Agreements and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Unison and/or Unison's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other

fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

7. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (g) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of Property; and (h) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Unison shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

19. Joinder Party. And now to these presents, intervenes Treasure Valley Collision Center L.L.C., who joins with Site Owner in entering into this Agreement and does hereby agree to be bound by all of the terms hereof and joins Site Owner in granting the easement to Unison and assigns all of its right, title and interest in the Existing Agreements to Unison in all respects.

[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

Print Name: _____

Print Name: _____

"SITE OWNER":

BLYNN PROPERTIES, L.L.C. *a/k/a LLCB*

By: _____

Print Name: Robert Allen Miller, Jr.

a/k/a Robert A. Miller, Jr.

Title: Member

Address: 8247 W. State Street

City: Garden City

State: Idaho

Zip: 83714

Tel: *208 853 2461*

Fax: *NA*

STATE OF IDAHO)

) ss.

COUNTY OF ADA)

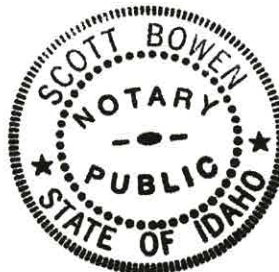
On this *18th* day of *Aug*, in the year 2010, before me (here insert the name and quality of the officer), personally appeared Robert Allen Miller, Jr. a/k/a Robert A. Miller, Jr., known or identified to me to be the Member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

Scott Bowen
Notary Public

Residing at *Boise*

My commission expires *11/14/12*



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

WITNESSES:

"JOINDER PARTY":

Print Name: _____

Treasure Valley Collision Center L.L.C., an
Idaho limited liability company

Print Name: _____

By: [Signature]
Print Name: Robert Allen Miller, Jr.
Title: Manager

Address: 8247 West State Street
City: Boise
State: Idaho
Zip: 83714
Tel: 208 8530461
Fax: NA

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 18th day of Aug, in the year 2010, before me (here insert the name and quality of the officer), personally appeared Robert Allen Miller, Jr., known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

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

[Signature: Scott Bowen]
Notary Public
Residing at Boise
My commission expires 11/14/12



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

WITNESSES:

Print Name: TINO WONG

Print Name: MAISHA SMITH

"UNISON":

T6 UNISON SITE MANAGEMENT LLC,
a ~~Delaware limited liability company~~

By: [Signature]
Name: James R. Holmes
Title: Authorized Signatory

Address: P.O. Box 1951
City: Frederick
State: Maryland
Zip: 21702-0951
Tel: (646) 452-5455
Fax: (301) 360-0635

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 9TH day of AUGUST in the year of 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared James R. Holmes, Authorized Signatory of T6 Unison Site Management LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
My Commission Expires: _____
Commission Number: _____

STEPHANIE NOVICK
Notary Public, State of New York
No. 01NO5035998
Qualified in New York County
Commission Expires Nov. 14, 2010

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following described premises, to-wit:

Lot 11 in Block 2 of Azalea Subdivision, according to the official plat thereof filed in Book 71 of Plats at Pages 7243 and 7244, records of Ada County, Idaho and amended by warranty deed recorded December 27, 1996 under Instrument No. 96106001.

AND BEING the same property conveyed to Treasure Valley Collision Center L.L.C., an Idaho limited liability company from Steven G. Gregory, a married man as his sole and separate property by Warranty Deed dated October 03, 2005 and recorded October 04, 2005 in Instrument No. 105148172; AND FURTHER CONVEYED to Blynn Properties, L.L.C., a limited liability company from Treasure Valley Collision Center, L.L.C. by Quitclaim Deed dated July 28, 2008 and recorded July 30, 2008 in Instrument No. 108086742.

Tax Parcel No. R0719420250

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Commencing at the northeasterly corner of the Property at the southerly line of W. State Street; thence South, along the East line of said Property, 155.00 feet to a point; thence West and perpendicular to the last mentioned course, 10.00 feet to the southeasterly corner of the herein described Communication Easement and point of Beginning; thence continue West, 60.00 feet; thence North and perpendicular to the last mentioned course, 20.00 feet; thence East and perpendicular to the last mentioned course, 60.00 feet; thence South and perpendicular to the last mentioned course, 20.00 feet to the point of Beginning.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Blynn Properties, L.L.C. *a/k/a LCB*

By: 

Name: Robert Allen Miller, Jr. a/k/a Robert A. Miller, Jr.

Title: Member

Date: 8/18/2010

Joinder Party:

Treasure Valley Collision Center L.L.C.

By: 

Name: Robert Allen Miller, Jr.

Title: Manager

Date: 8/18/2010

Unison:

By:

Name: James R. Holmes

Title: Authorized Signatory

Date: 8/9/10

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to W. State Street (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

Blynn Properties, L.L.C. *a/k/a LLC/B*

By: 

Name: Robert Allen Miller, Jr. a/k/a Robert A. Miller, Jr.

Title: Member

Date: 8/18/2010

Joinder Party:

Treasure Valley Collision Center L.L.C.

By: 

Name: Robert Allen Miller, Jr.

Title: Manager

Date: 8/18/2010

Unison:

By: 

Name: James R. Holmes

Title: Authorized Signatory

Date: 8/9/10

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

1. That certain Site Lease With Option by and between Steven G. Gregory, as landlord, and VoiceStream PCS II Corporation, a Delaware corporation, as tenant, dated November 19, 2003, as assigned by Steven G. Gregory to Treasure Valley Collision Center, L.L.C., an Idaho limited liability company, by Assignment of Lease recorded on October 5, 2005 in Instrument No. 105148893.
2. That certain Communication Site Lease Agreement (Ground Space) by and between Steven G. Gregory, an unmarried person, as landlord, and Clearwire LLC, a Nevada limited liability company, as tenant, dated as of September 15, 2005, as assigned by Steven G. Gregory to Treasure Valley Collision Center, L.L.C., an Idaho limited liability company, by Assignment of Lease recorded on October 5, 2005 in Instrument No. 105148893.

Read, Agreed and Approved:

Site Owner:

Blynn Properties, L.L.C. *a/k/a LLCB*

By: 

Name: Robert Allen Miller, Jr. a/k/a Robert A. Miller, Jr.

Title: Member

Date: 8/18/2010

Joinder Party:

Treasure Valley Collision Center L.L.C.

By: 

Name: Robert Allen Miller, Jr.

Title: Manager

Date: 8/18/2010

Unison:

By:

Name: James R. Holmes

Title: Authorized Signatory

Date: 8/9/10

EXHIBIT D

TITLE ENCUMBRANCES

1. That certain Deed of Trust by Blynn Properties, LLC to Pioneer Title Co., as Trustee for the benefit of KeyBank National Association, in the amount of \$389,500.00 dated July 29, 2008 and recorded on July 30, 2008 in Document No. 108086743, together with that Assignment of Rents dated July 29, 2008 and recorded on July 30, 2008 in Instrument No. 108086745, Official Records of ADA County, Idaho, for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in Instrument No. 110086350 Official Records of Ada County, Idaho.

2. That certain Deed of Trust by Treasure Valley Collision Center L.L.C. to TitleOne Corporation, as Trustee for the benefit of Capital Matrix, Inc., in the amount of \$286,000.00 dated January 8, 2007 and recorded January 29, 2007, in Document No. 107013852, as assigned by the Assignment of Deed of Trust by Capital Matrix, Inc. to the Small Business Administration, dated January 8, 2007 and recorded January 29, 2007, in Document No. 107013853, and as subordinated by that certain Subordination Agreement in favor of KeyBank National Association, dated July 10, 2008 and recorded on July 30, 2008 in Document No. 108086744, together with the UCC Financing Statement recorded on January 29, 2007 in Instrument No. 107013851, Official Records of Ada County, Idaho, for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in Instrument No. 110086351, Official Records of Ada County, Idaho.

October 7, 2022

Hanna Veal
Garden City
6015 Glenwood Street
Garden City, Idaho 83714

Subject: Compliance Statement and Statement of Intent-T-Mobile application

Dear Reviewing Parties:

T-Mobile West LLC is requesting conditional use permit approval to expand a current legal non-conforming use in the C-2 zone pursuant to Garden City Code § 8-1B-3. The existing facility was lawfully established through Conditional Use Permit 03-17-CU by Garden City on December 17, 2003. Garden City subsequently amended allowed uses in the C-2 zone that excluded Wireless Communication Facilities.

This letter is submitted as the Compliance Statement and Statement of Intent in consideration of the requirement by Garden City for a conditional use permit application.

Crown ID: BU: 824322
Application ID: 581653 (T-Mobile)

Applicant: Crown Castle for T-Mobile West LLC (“T-Mobile”)

Preparer for Applicant: Gary Abrahams
GMA Network Services, LLC
For Crown Castle USA, Inc.
590 – 1st Ave. South, #705
Seattle, WA 98104
206-349-4279
Gary@GMAnetworkservices.com

Property Owner: DB II LLC
8247 W. State St.
Garden City, ID 83714

Tower/Facility Owner: Global Signal Acquisitions IV LLC
8247 W. State St.
Garden City, ID 83714

Request: Conditional Use Permit and design review to expand an existing legal non-conforming use, pursuant to Garden City Code 8-1B-3

Location: 8247 W. State St.
Garden City, Idaho 83714

Parcel #: R0719420250

Zoning: C-2 (General Commercial)

T-Mobile proposes to install an emergency generator as part of its existing installation at this site, which will be located within an expanded fenced compound. Detailed construction drawings are included with this application.

§ 8-1B-3 NONCONFORMING USES:

A. A nonconforming use may continue as long as the use remains lawful and is not abandoned, expanded, or extended, subject to the following provisions:

1. Nonconforming uses, structures, or portions thereof that have been declared dangerous and not abated or are a chronic public nuisance as defined by Garden City code shall lose their nonconforming status for failure to act.

Response: Not applicable as none of the aforementioned has been declared nor are they reasonably applicable to the facility.

2. No existing use or structure containing a nonconforming use may be expanded in intensity or degree of use, enlarged, extended, constructed, reconstructed, moved, or structurally altered except: (a) through the approval of a conditional use permit in accord with the procedures set forth in chapter 6, article B, "Specific Provisions", of this title; or (b) where the use of the structure is changed to a conforming use.

Response: Not applicable. The applicant and parties to the applicant (applicants) do not agree with Garden City staff's interpretation that the proposed collocation constitutes an expansion in intensity or degree of use, enlargement, or extension. The existing facility is a wireless facility that includes a tower and equipment compound. As such the proposed collocation does not change, enlarge or extend that use or facility. Additionally the proposed project is an Eligible Facilities Request. In order to move the project forward this application is submitted under protest in order to satisfy subsection (a) of this section. As such the applicants have not agreed the proposal is not an Eligible Facility nor waive any rights or remedy under Federal Law including associated Order(s).

3. A nonconforming use may be extended to occupy additional land area only through the approval of a conditional use permit in accordance with the procedures set forth in chapter 6, article B, "Specific Provisions", of this title.

Response: This conditional use permit application is submitted to satisfy City staff's interpretation and position for this subsection. The preceding response is incorporated by reference as it shares applicability to our position to this subsection as well.

4. The nonconforming use shall be deemed to be abandoned and shall not be reestablished if the use of the property is changed. Conducting activity of another use on the property, commencing utility service for another use, or approval of an application to change the use of a property shall be considered change of use.

Response: Not applicable. There is no proposed change of use.

B. A nonconforming use may be changed only to a conforming use.

Response: Not applicable. There is no proposed change of use.

C. If a nonconforming use has ceased for twelve (12) consecutive months and not declared the intent to continue the nonuse of the use or improvements designed for the use, as defined by Idaho Code section [67-6538](#) and approved Garden City procedures, or has been replaced with a conforming use, the nonconforming use shall be deemed abandoned and shall not be reestablished. If a nonconforming use has ceased for ten (10) consecutive years the nonconforming use shall be deemed abandoned and shall not be reestablished regardless of declaration to continue the nonuse of the use or improvements designed for the use.

Response: Not applicable. The legal non-conforming use has not ceased.

8-2C-46: **WIRELESS COMMUNICATION FACILITY:**

A. **Setback:**

1. A wireless communication facility shall not be located closer than five thousand two hundred eighty feet (5,280') (1 mile) from an existing cellular tower.

Response: Not applicable as a wireless communication facility as defined by the City's code is not proposed. § 8-7A-2 defines a Wireless Communication Facility as (a) *steel monopole, guywire tower, lattice tower or other similar structure designed to support directional antennas, parabolic dishes or antennas, microwave dishes; in addition to associated ground equipment and other similar equipment used in the wireless communications industry.* The proposed collocation of antennas are to be attached to an **existing** legal non-conforming Wireless Communication Facility.

2. *In addition to the setbacks required for the base zoning district as set forth in section 8-2B-3, table 8-2B-2, "Form Standards In All Base Zoning Districts", of this chapter, a support tower for a wireless communication facility shall be set back one foot (1') for every ten feet (10') of the total tower height.*

Response: Not applicable as a new support tower is not proposed.

3. *All equipment shelters, cabinets or other on ground ancillary structures shall meet the setback requirements of the zone.*

Response: T-Mobile proposes to expand the fenced area to accommodate its generator installation, and the required minimum 5-foot setback to all property lines in the C-2 zone will be maintained.

- B. *Height: The maximum height, including all antenna attachments shall be one hundred feet (100') in the C-1 zone and one hundred twenty five feet (125') in the LI zone.*

Response: Not applicable as the existing facility is not within a C-1 or LI zone. As previously stated, the proposed installation includes installing a new emergency generator at an existing facility that was legally established in 2003.

Further, § 8-2B-3 (E)(2) exempts maximum height limitations as follows: *The maximum height limitations shall not apply to the following: fire and hose tower; power line tower; water tank or tower; windmill; **wireless communication facility, or other commercial or personal tower and/or antenna structure; or other appurtenances** usually required to be placed above the level of the ground and not intended for human occupancy (emphasis added in bold.)*

- C. *Collocation: No new towers shall be allowed unless there has been an analysis certified by a qualified engineer and specific to the site that collocation on an existing wireless communication facility is infeasible. Evidence to demonstrate that no existing facility can accommodate the proposed new facility may consist of any of the following:*

1. *No existing towers or structures are located within the geographic area required to meet the proposed facility's requirements;*
2. *Existing structures are not of sufficient height to meet the engineering requirements of the proposed structure;*
3. *Existing structures do not have sufficient structural strength to support the proposed antenna and/or equipment; or*

4. *The proposed antenna would cause electromagnetic interference with the antenna on existing structures, or the antenna on the existing structure would cause similar interference with the proposed antenna.*

Response: Not applicable as a new tower is not proposed.

D. Site Design:

1. *Tower facilities shall be landscaped with a buffer outside the perimeter of the compound in accordance with the standards set forth in subsection 8-4I-5C of this title.*

Response: No impact or change to the existing combination of existing solid wood fence and existing landscaping previously installed to satisfy this condition, and the expanded equipment area to accommodate the generator will be screened with a fence that will match the existing fenced area.

2. *Materials, colors, textures and screening shall be used that blend the tower facility to the natural and built environment. Supporting electrical and mechanical equipment installed on the tower shall use colors that are similar to the tower.*

Response: This is not applicable for this proposal.

3. *Except as required by the federal aviation administration (FAA) or the federal communications commission (FCC), transmission structures shall not be artificially lighted. Equipment shelters may use lighting consistent with the lighting standards set forth in section 8-4A-4, "Outdoor Lighting", of this title.*

Response: No new tower lighting is proposed as part of this application.

- E. *Site Maintenance: A wireless communication facility that is no longer in use shall be completely removed and the site restored to its preexisting condition within six (6) months of the cessation of operation.*

Response: The proposed wireless communication facility will be removed within six months of the cessation of operation to the extent that any conflicting law or right that may conflict including legal remedy(s) is not waived should this unlikely event occur.

- F. *Other Regulations Apply: The site and structure design shall be subject to review by the design committee and the process set forth in section 8-6B-3 of this title. (Ord. 898-08, 9-8-2008; and. Ord. 944-12, 5-14-2012)*

Response: This section is recognized notwithstanding pre-emptive law and ruling under the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, § 6409 (2012) and subsequent FCC Infrastructure Orders.

Conclusion

Thank you in advance for your prompt review and approval of this application.

Sincerely,

Gary Abrahams
GMA Network Services, LLC
Agent for Crown Castle

T-Mobile

T-MOBILE SITE NUMBER: SL02089D
T-MOBILE SITE NAME: CROWN: GARDEN CITY ROE (824322)
T-MOBILE PROJECT: SITE HARDENING

BUSINESS UNIT #: 824322
SITE ADDRESS: 8247 W STATE STREET
GARDEN CITY, ID 83714
COUNTY: ADA
SITE TYPE: MONOPOLE
TOWER HEIGHT: 118'-0"

T-Mobile

12920 SE 38TH STREET
BELLEVUE, WA 98006

CROWN CASTLE
2055 S. STEARMAN DRIVE
CHANDLER, AZ 85286

MORRISON HERSHFIELD
1455 LINCOLN PARKWAY, SUITE 500
ATLANTA, GA 30346
Tel: 770.379.8500
Fax: 770.379.8501
www.morrisonhershfield.com

T-MOBILE SITE NUMBER:
SL02089D

BU #: 824322
GRDNCITY_ROE

8247 W STATE STREET
GARDEN CITY, ID 83714

EXISTING 118'-0"
MONOPOLE

MORRISON HERSHFIELD PROJECT # CN5-036R3 / 2101398.00

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	IDES./QA
A	12/20/2021	DLM	PRELIMINARY	CG
0	02/04/2021	CG	FINAL	CG



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

SHEET NUMBER:

T-1

REVISION:

0

SITE INFORMATION

CROWN CASTLE USA INC.
SITE NAME: GRDNCITY_ROE
SITE ADDRESS: 8247 W STATE STREET
GARDEN CITY, ID 83714
COUNTY: ADA
MAP/PARCEL #: R0719420250
AREA OF CONSTRUCTION: EXISTING
LATITUDE: 43° 40' 22.63"
LONGITUDE: -116° 17' 21.27"
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 2605'-0"
CURRENT ZONING: C-2
JURISDICTION: CITY OF GARDEN CITY
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: VB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR
HUMAN HABITATION
PROPERTY OWNER: BLYNN PROPERTIES LLC
8247 W STATE ST
GARDEN CITY, ID 83714
TOWER OWNER: CROWN CASTLE
2000 CORPORATE DRIVE
CANONSBURG, PA 15317
CARRIER/APPLICANT: T-MOBILE
12920 SE 38TH STREET
BELLEVUE, WA 98006
ELECTRIC PROVIDER: IDAHO POWER
800-488-6151
TELCO PROVIDER: ----

PROJECT TEAM

A&E FIRM: MORRISON HERSHFIELD
1455 LINCOLN PARKWAY, SUITE 500
ATLANTA, GA 30346
TEL: (770) 379-8500
CROWN CASTLE
USA INC. DISTRICT
CONTACTS: 2055 S. STEARMAN DRIVE
CHANDLER, AZ 85286
---- - PROJECT MANAGER

---- - CONSTRUCTION MANAGER

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	OVERALL SITE PLAN
C-1.2	COMPOUND PLAN
C-1.3	FINAL EQUIPMENT PLAN
C-2	CONCRETE PAD DETAILS
C-3	GENERATOR DETAILS
C-4	EQUIPMENT SPECS
E-1	PANEL SCHEDULE & ONE LINE DIAGRAM
E-2	CONDUIT DETAILS
G-1	GROUNDING SCHEMATIC
G-2	GROUNDING DETAILS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR
FULL SIZE. CONTRACTOR SHALL VERIFY ALL PLANS AND
EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE
AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING
OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE
WORK OR BE RESPONSIBLE FOR SAME.

PROJECT DESCRIPTION

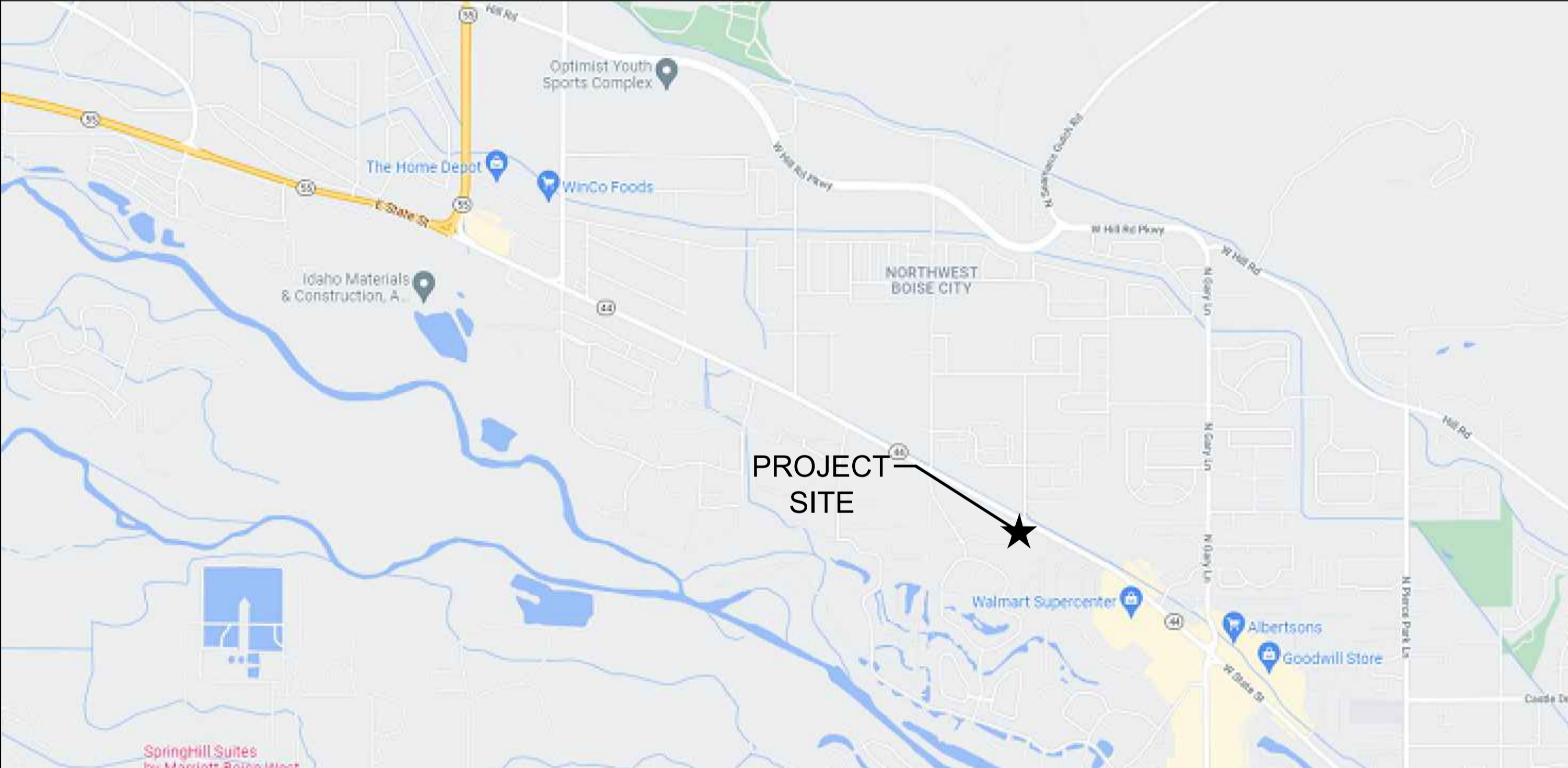
THE PURPOSE OF THIS PROJECT IS TO INCREASE ON-AIR
RELIABILITY AND PROVIDE STANDBY ELECTRIC POWER.

TOWER SCOPE OF WORK
• NO TOWER WORK

GROUND SCOPE OF WORK
• INSTALL (1) GENERAC DIESEL GENERATOR (GENERAC
SD025 WITH 211 GALLON TANK & LEVEL 2 ACOUSTIC
ENCLOSURE) ON EXISTING/PROPOSED CONCRETE PAD
• INSTALL (1) ATS ON UTILITY FRAME
• INSTALL (3) 1" PVC SCH 40 CONDUITS
• INSTALL (1) 2"PVC SCH 40 CONDUIT
• INSTALL (2) 20A BREAKERS IN EXISTING PPC
• REPLACE EXISTING METER BASE WITH NEW
METER/DISCONNECT

NOTE:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST
CONTACT THE CROWN NOC AT (800) 788-7011 & CROWN
CONSTRUCTION MANAGER

LOCATION MAP



NO SCALE

APPLICABLE CODES/REFERENCE DOCUMENTS

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

CODE TYPE	CODE
BUILDING	2018 IBC
MECHANICAL	2018 IMC
ELECTRICAL	2017 NEC



CALL IDAHO ONE CALL
(800) 342-1585
CALL 3 WORKING DAYS
BEFORE YOU DIG!



CROWN CASTLE USA INC. SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED– NO WORK SHALL COMMENCE PRIOR TO CROWN CASTLE USA INC. WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE CROWN CASTLE USA INC. NOC AT 800–788–7011 & THE CROWN CASTLE USA INC. CONSTRUCTION MANAGER.
2. "LOOK UP" – CROWN CASTLE USA INC. SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR CROWN CASTLE USA INC. POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND CROWN CASTLE USA INC. STANDARD CED–STD–10253, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA–322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH QAS–STD–10068 "INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON CROWN CASTLE USA INC. TOWER SITE," CED–STD–10294 "STANDARD FOR INSTALLATION OF MOUNTS AND APPURTENANCES," AND LATEST VERSION OF ANSI/TIA–1019–A–2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS." IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY CROWN CASTLE USA INC. PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF CONTRACTOR, TOWER OWNER, CROWN CASTLE USA INC., AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER: T–MOBILE
TOWER OWNER: CROWN CASTLE USA INC.
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS, AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION AND IS TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST–IN–PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°f AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE–THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER–TO–CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
#4 BARS AND SMALLER.....40 ksi
#5 BARS AND LARGER.....60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....3"
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 BARS AND LARGER.....2"
#5 BARS AND SMALLER.....1–1/2"
CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
SLAB AND WALLS.....3/4"
BEAMS AND COLUMNS.....1–1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR–CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN–2, XHHW, XHHW–2, THW, THW–2, RHW, OR RHW–2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN–2, XHHW, XHHW–2, THW, THW–2, RHW, OR RHW–2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI–CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI–CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN–2, XHHW, XHHW–2, THW, THW–2, RHW, OR RHW–2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP–STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). ALL WIRE TERMINATIONS INCLUDING LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75 °C (90 °C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL–CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID–TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID–TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION–TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON–PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER–ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY–COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY–COATED OR NON–CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "T–MOBILE".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE		
SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	NEUTRAL	WHITE
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
	NEUTRAL	WHITE
277/480V, 3Ø	GROUND	GREEN
	A PHASE	BROWN
	B PHASE	ORANGE OR PURPLE
	C PHASE	YELLOW
DC VOLTAGE	NEUTRAL	GREY
	GROUND	GREEN
	POS (+)	RED**
	NEG (–)	BLACK**

* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

ABBREVIATIONS:

ANT	ANTENNA
(E)	EXISTING
FIF	FACILITY INTERFACE FRAME
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
GSM	GLOBAL SYSTEM FOR MOBILE
LTE	LONG TERM EVOLUTION
MGB	MASTER GROUND BAR
MW	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
(P)	PROPOSED
PP	POWER PLANT
QTY	QUANTITY
RECT	RECTIFIER
RBS	RADIO BASE STATION
RET	REMOTE ELECTRIC TILT
RFDS	RADIO FREQUENCY DATA SHEET
RRH	REMOTE RADIO HEAD
RUU	REMOTE RADIO UNIT
SIAD	SMART INTEGRATED DEVICE
TMA	TOWER MOUNTED AMPLIFIER
TYP	TYPICAL
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P.	WORK POINT

APWA UNIFORM COLOR CODE:

WHITE	PROPOSED EXCAVATION
PINK	TEMPORARY SURVEY MARKINGS
RED	ELECTRIC POWER LINES, CABLES, CONDUIT, AND LIGHTING CABLES
YELLOW	GAS, OIL, STEAM, PETROLEUM, OR GASEOUS MATERIALS
ORANGE	COMMUNICATION, ALARM OR SIGNAL LINES, CABLES, OR CONDUIT AND TRAFFIC LOOPS
BLUE	POTABLE WATER
PURPLE	RECLAIMED WATER, IRRIGATION, AND SLURRY LINES
GREEN	SEWERS AND DRAIN LINES

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12920 SE 38TH STREET
BELLEVUE, WA 98006

CROWN
CASTLE

2055 S. STEARMAN DRIVE
CHANDLER, AZ 85286



MORRISON HERSHFIELD

1455 LINCOLN PARKWAY, SUITE 500
ATLANTA, GA 30346
Tel: 770.379.8500
Fax: 770.379.8501
www.morrisonhershfield.com

T-MOBILE SITE NUMBER:
SL02089D

BU #: 824322
GRDNCITY_ROE

8247 W STATE STREET
GARDEN CITY, ID 83714

EXISTING 118'-0"
MONOPOLE

MORRISON HERSHFIELD PROJECT # CN5-036R3 / 2101398.00

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
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T-2

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NOTE:
THIS IS NOT A SURVEY. ALL INFORMATION AND TRUE NORTH HAVE BEEN OBTAINED FROM EXISTING DRAWINGS AND JURISDICTIONAL GIS INFORMATION AND ARE APPROXIMATE.

NOTE:
PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON HERSHFIELD CORPORATION TO THE ACCURACY NOR THE COMPLETENESS OF THE COPIED COMPOUND PLAN INFORMATION.

SITE PLAN DISCLAIMER:
PROPERTY LINES AND STRUCTURES HAVE BEEN DIGITIZED FROM GOOGLE MAPS. CROWN CASTLE USA INC. HAS NOT COMPLETED A SITE SURVEY AND THEREFORE MAKES NO CLAIMS AS TO THE ACCURACY OF INFORMATION DEPICTED ON THIS SHEET.

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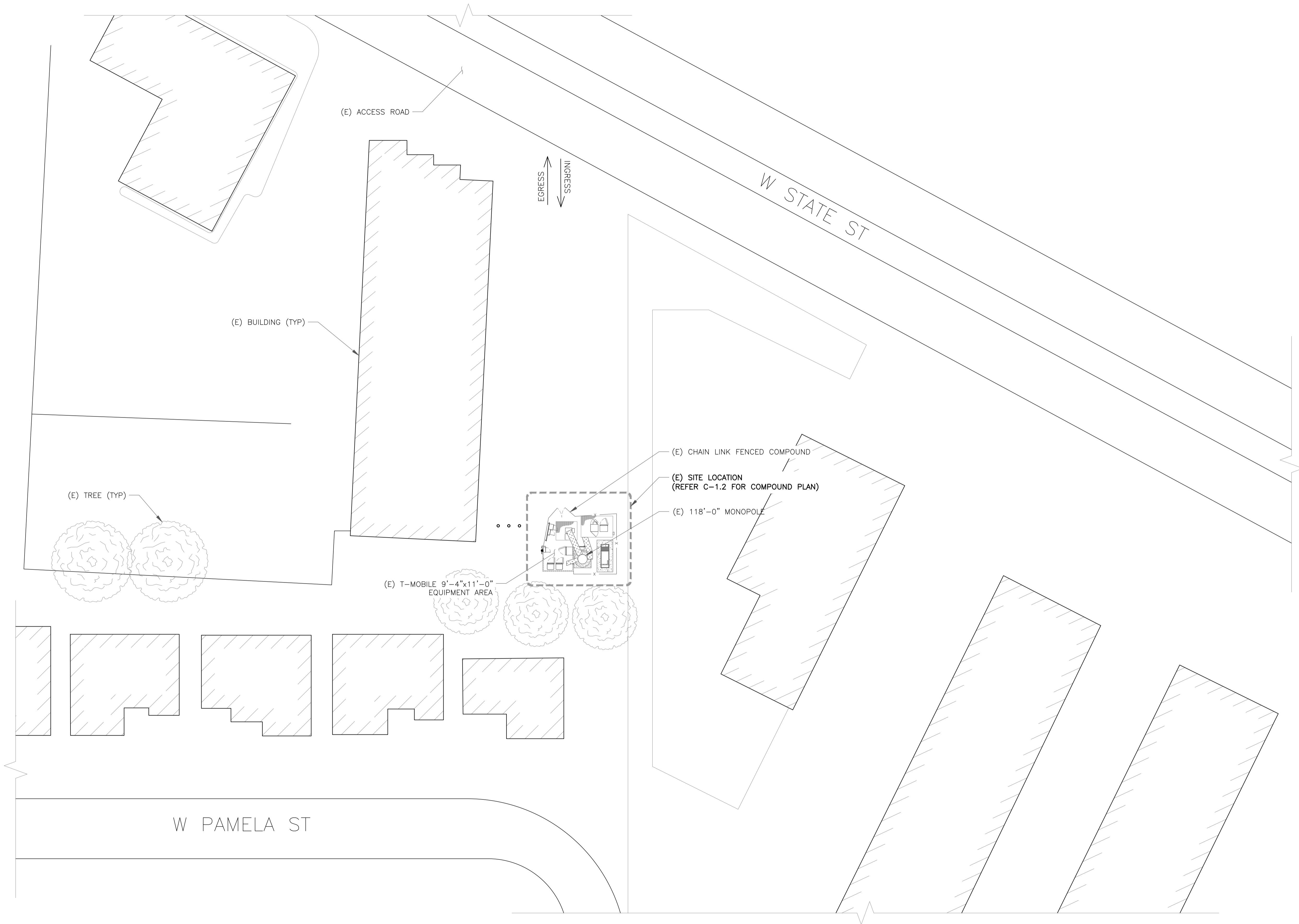
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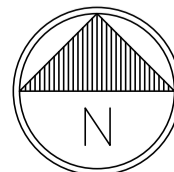
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1 OVERALL SITE PLAN
SCALE: 1"=20'-0" (FULL SIZE)
1"=40'-0" (11x17)



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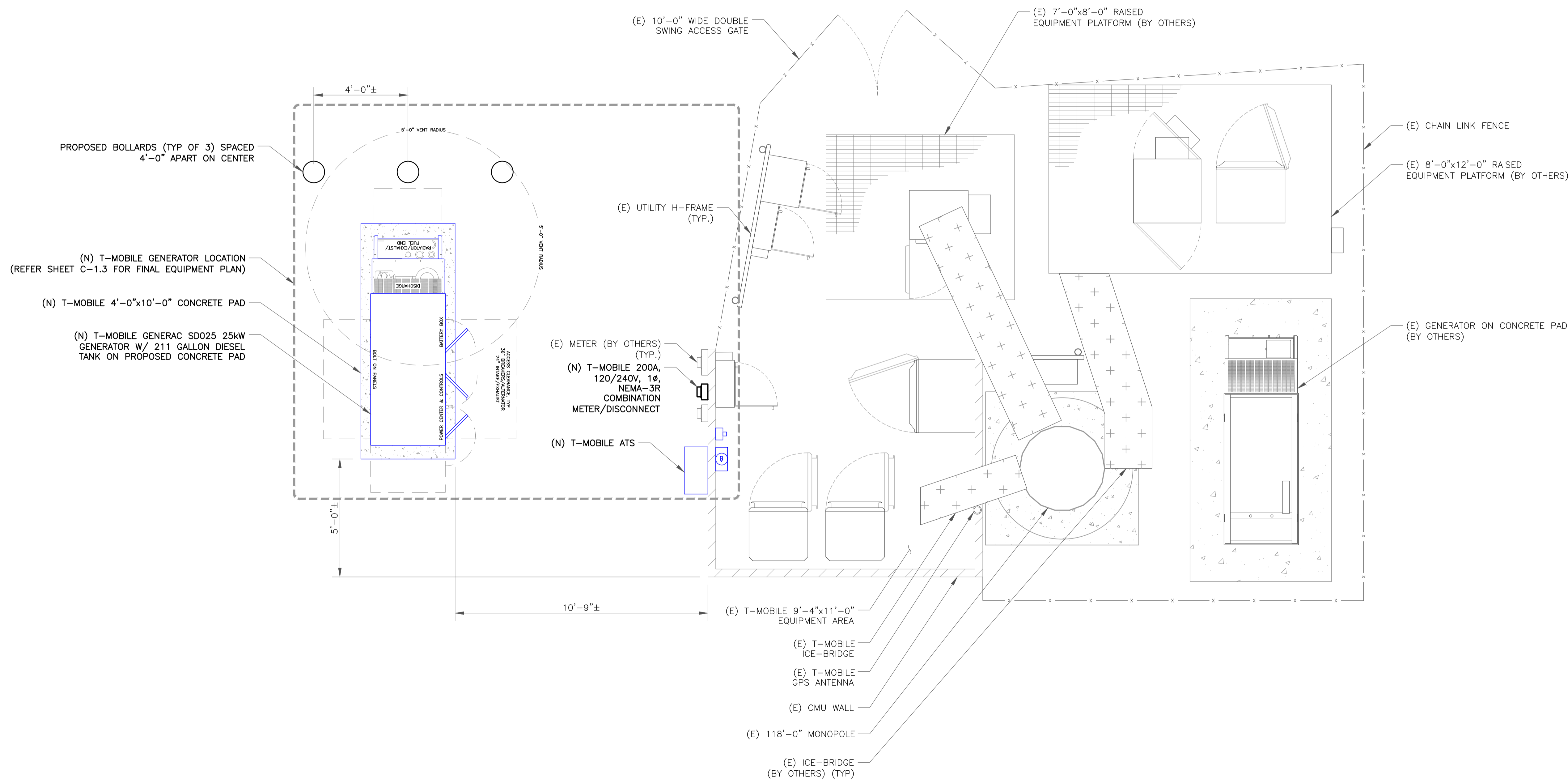
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C-1.2

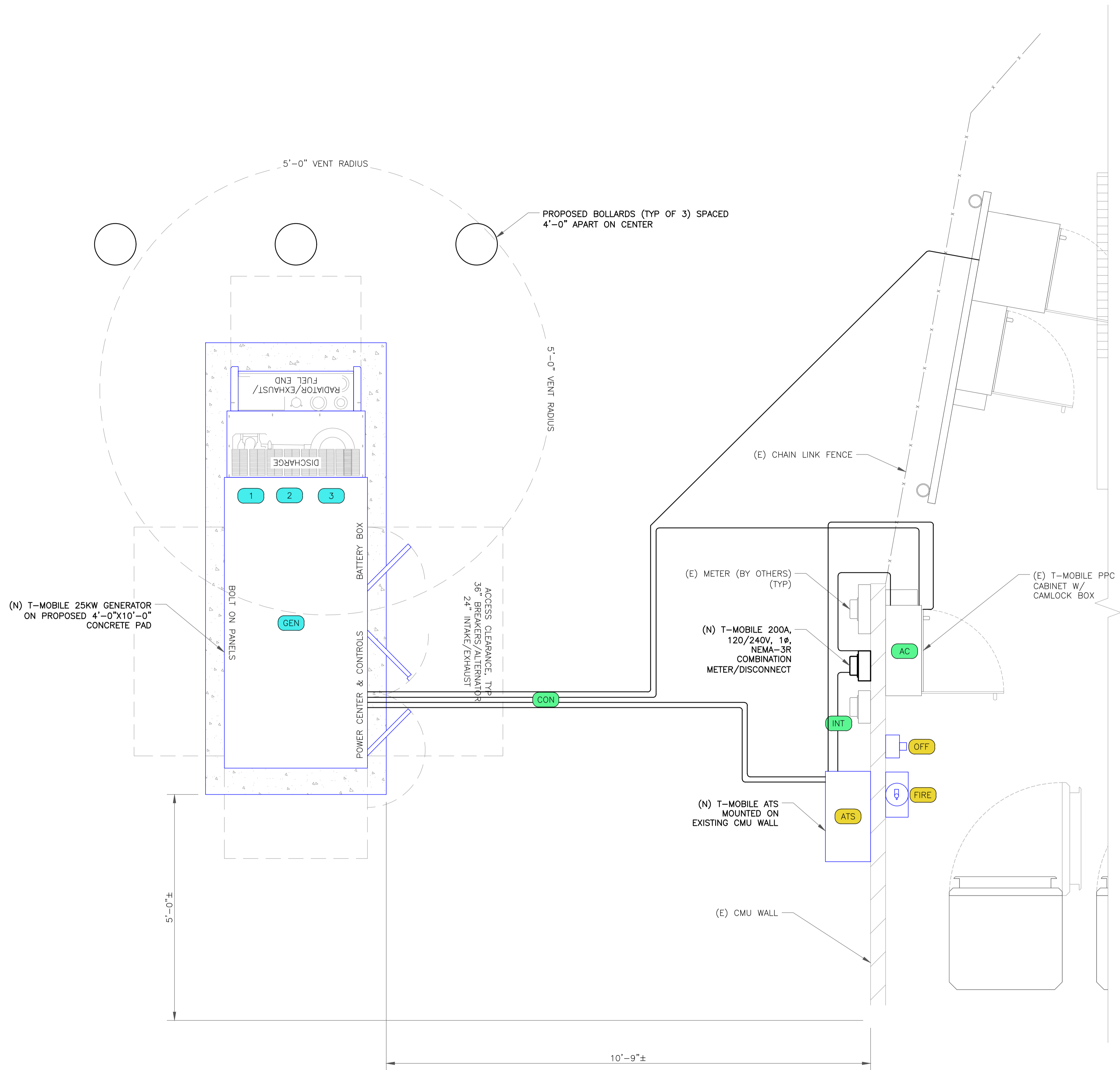
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1 COMPOUND PLAN
SCALE: 3/8"=1'-0" (FULL SIZE)
3/16"=1'-0" (11x17)





1 FINAL EQUIPMENT PLAN
SCALE: 1" = 6'-0" 3/4"=1'-0" (FULL SIZE) 3/8"=1'-0" (11x17)
N

- POWER ROUTING KEYED NOTES:
- (MTS) (E) T-MOBILE A/C BREAKER PANEL/MANUAL TRANSFER SWITCH
 - (INT) INTERCEPT (E) CONDUIT AND CONDUCTORS AND RE-ROUTE THROUGH NEW ATS. COORDINATE PATH WITH CONSTRUCTION MANAGER. CONTRACTOR TO LOCATE (E) UTILITIES PRIOR TO EXCAVATION. SEE SHEETS E-1, E-2
 - (AC) (E) T-MOBILE AC LOAD CENTER
 - (CON) NEW T-MOBILE UNDERGROUND GENERATOR CONDUIT ROUTE. CONTRACTOR TO LOCATE (E) UTILITIES PRIOR TO EXCAVATION. SEE SHEETS E-1, E-2

- GENERATOR KEYED NOTES:
- (GEN) NEW T-MOBILE 25KW DIESEL GENERATOR W/ SOUND ATTENUATED ENCLOSURE, NORMAL/EMERGENCY TANK ON A CONCRETE PAD. SEE SHEETS C-2, C-3, G-1.
 - 1 FUEL FILL SHALL BE PROVIDED WITH SPILL CONTROL, WITH A SOLID FILL CONNECTION, AND WITH OVERFILL PREVENTION.
 - 2 FUEL TANK NORMAL AND EMERGENCY VENTS SHALL TERMINATE AT LEAST 12'-0" ABOVE THE ADJACENT GRADE. SEE SHEET C-3.
 - 3 NFPA 704 PLACARD AND OTHER SIGNAGE. SEE SHEET C-3.

- ATS/EQUIPMENT KEYED NOTES:
- (FIRE) FIRE EXTINGUISHER, (2A-20BC OR APPROVED EQUAL) PER IFC 906.3 IN FIRE EXTINGUISHER CABINET (BFC-7009 OR APPROVED EQUAL), MOUNTED TO BUILDING WALL OR UTILITY FRAME PER IFC 906.9 (5'-0" MAX ABOVE GRADE)
 - (OFF) EMERGENCY SHUTOFF SWITCH. MOUNT TO BUILDING WALL OR UTILITY FRAME PER IFC 906.9 (5'-0" MAX ABOVE GRADE)
 - (ATS) NEW ATS MOUNTED ON EXISTING CMU WALL SEE SHEET C-3.
 - (H-FR) NOT USED

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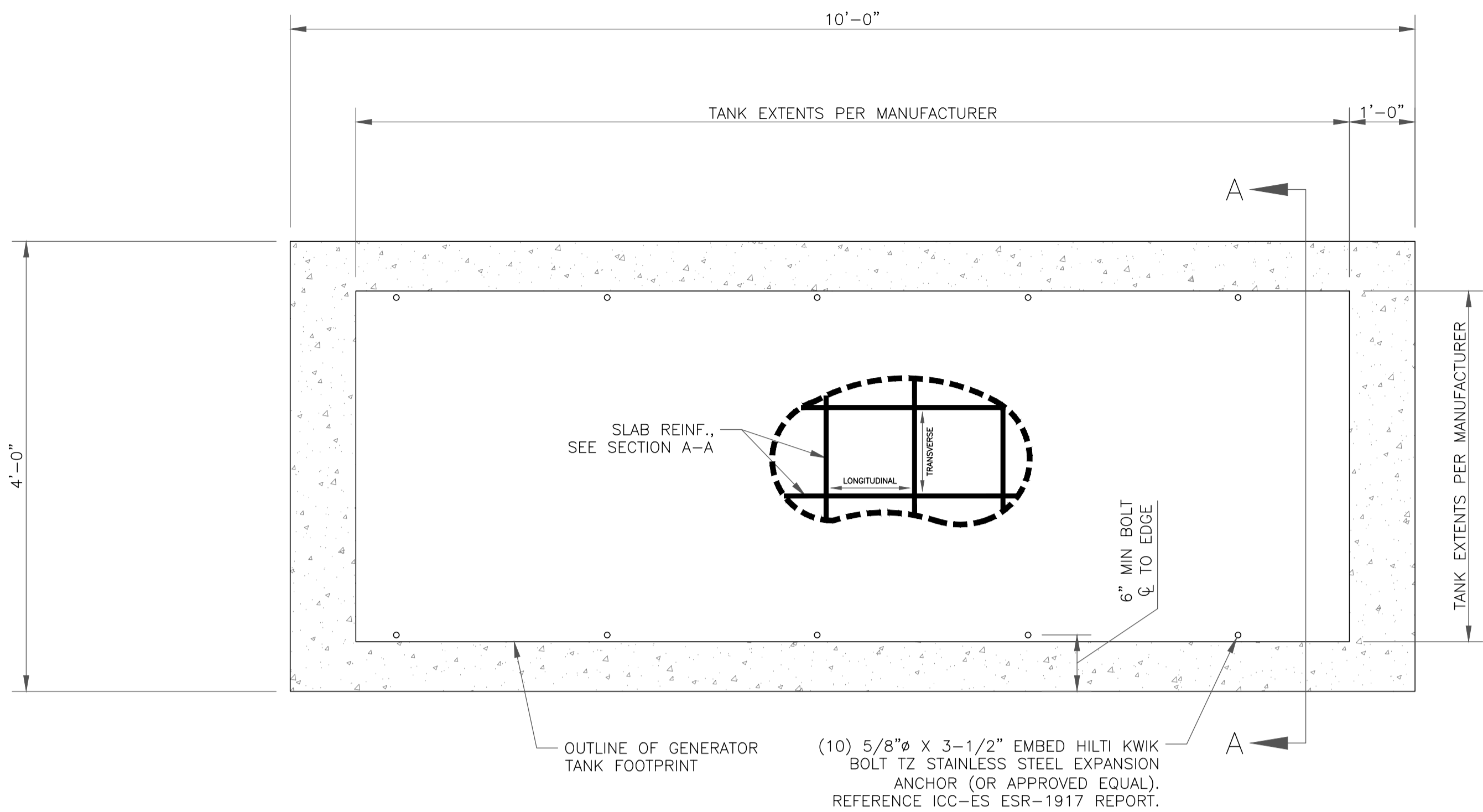
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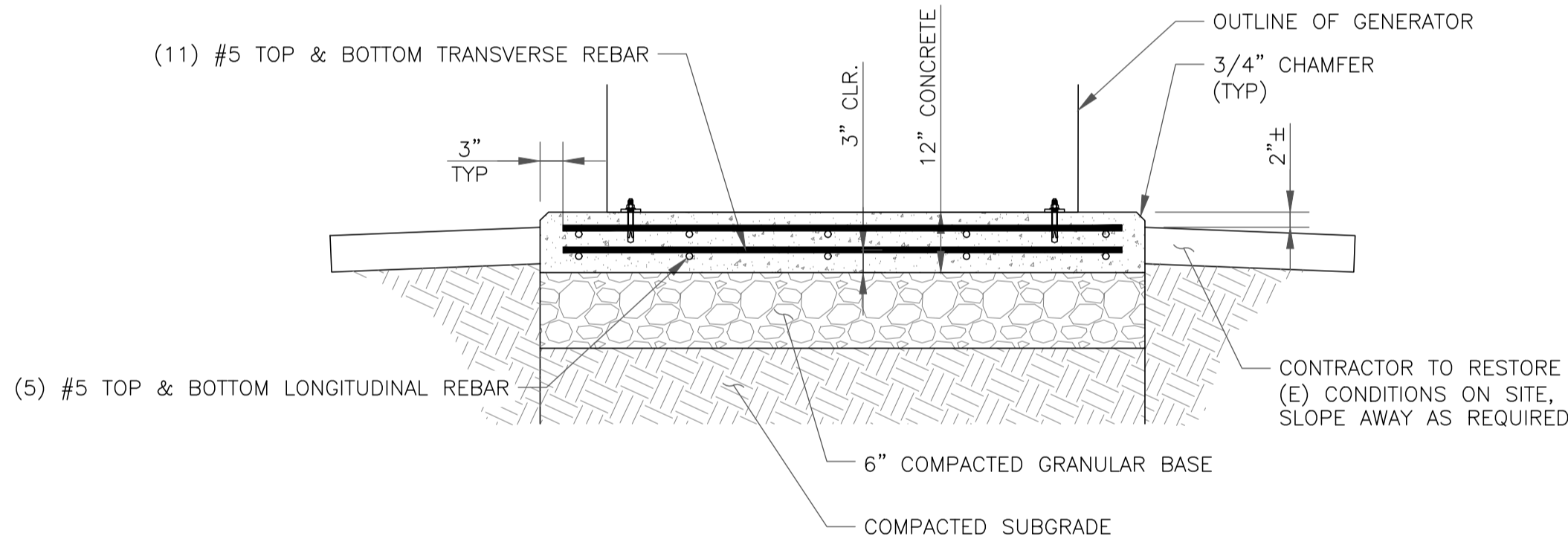
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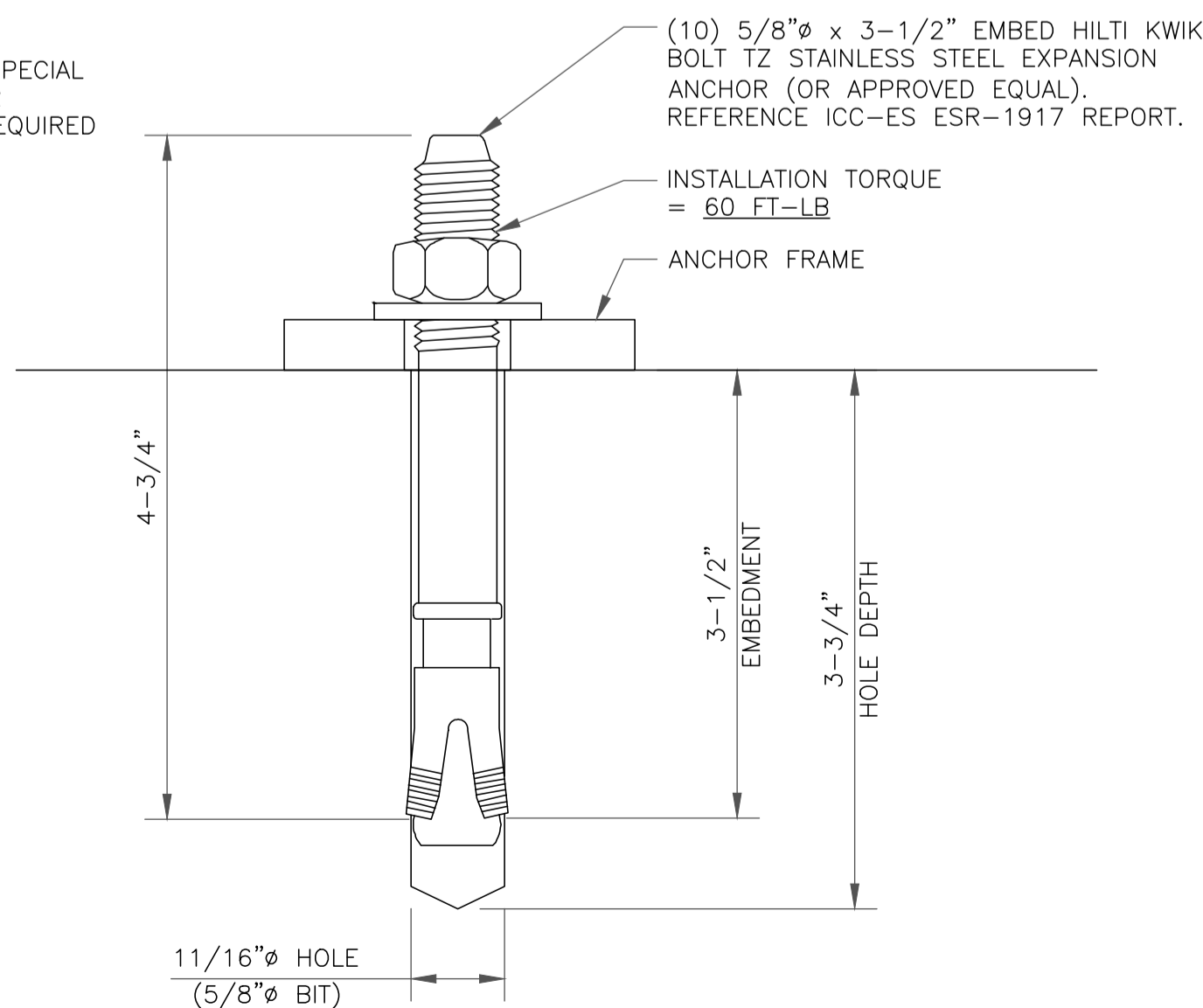


1 GENERATOR PAD DETAIL
SCALE: NOT TO SCALE

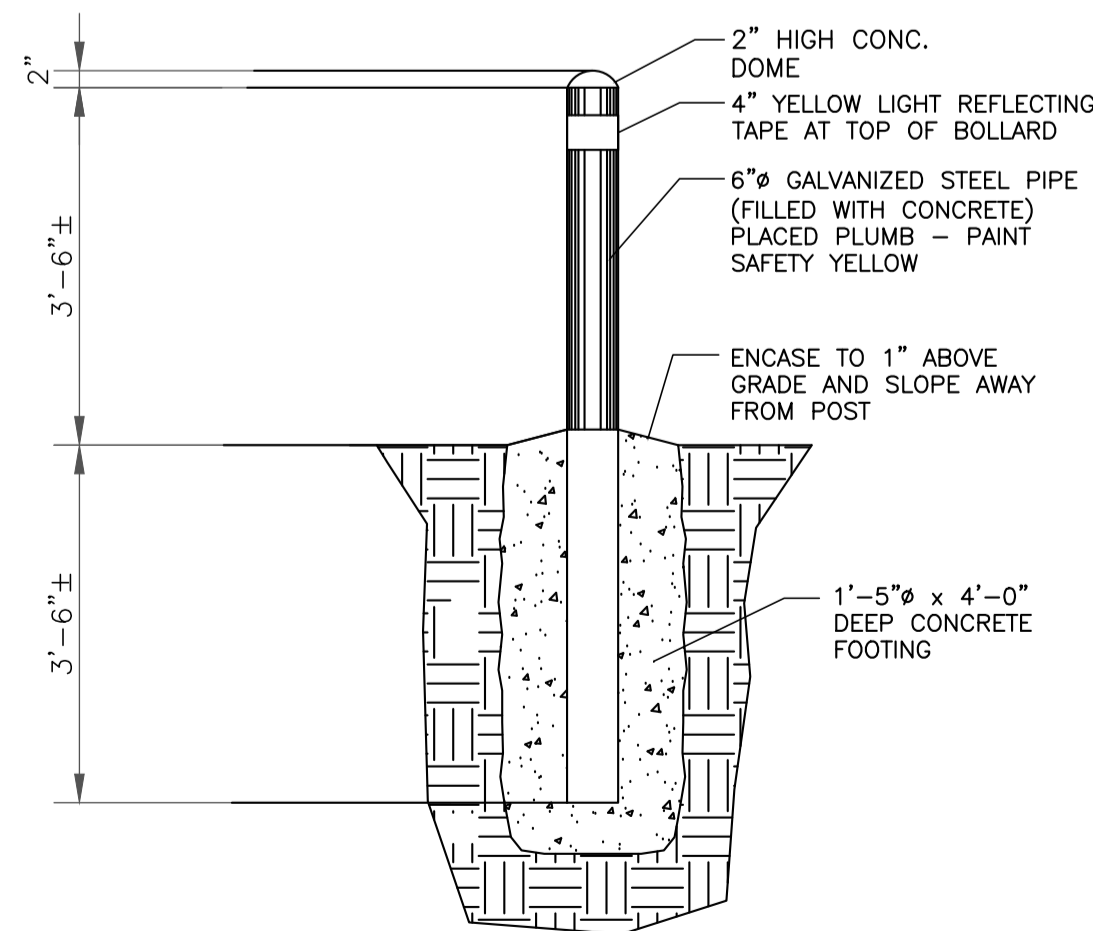


2 GENERATOR PAD DETAIL - SECTION A-A
SCALE: NOT TO SCALE

INSTALLER NOTE:
PER IBC 1705.12.6, PERIODIC SPECIAL
INSPECTION OF ANCHORAGE FOR
STANDBY POWER SYSTEMS IS REQUIRED



3 TYPICAL ANCHOR DETAIL
SCALE: NOT TO SCALE



4 BOLLARD DETAIL
SCALE: NOT TO SCALE

STRUCTURAL DESIGN NOTES:

ALL LOADS DERIVED FROM REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, ASCE 7.

BUILDING & COMMUNICATION STRUCTURES:

- WIND LOADS: IBC 2018 & ASCE 7-16
V = 102 MPH ULTIMATE WIND SPEED
EXPOSURE CATEGORY = C; RISK CATEGORY = II
- SEISMIC LOADS: IBC 2018 & ASCE 7-16
STRUCTURE CLASS = II; SITE CLASS = D-DEFAULT
S_s = 0.308 ; S₁ = 0.111 ; S_{ps} = 0.319

CONCRETE NOTES:

- PRIOR TO EXCAVATION, CHECK THE AREA FOR UNDERGROUND FACILITIES.
- ALL CONCRETE SHALL BE IN ACCORDANCE WITH CHAPTER 19 OF THE IBC & ACI 318, "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", LATEST EDITION & HAVE THE FOLLOWING PROPERTIES:
 - MINIMUM 7-DAY COMPRESSIVE STRENGTH (f'_c) OF 2,500 PSI.
 - CEMENT SHALL BE "LOW-ALKALI" TYPE IIA (MODERATE SULFATE RESISTANCE, AIR ENTRAINING) CONFORMING TO ASTM C150.
 - MAXIMUM WATER/CEMENT RATIO OF 0.45 AND AIR-ENTRAINED 4% TO 7%.
 - CONCRETE PROPORTIONING SHALL BE DESIGNED BY AN APPROVED LABORATORY. TOLERANCES IN ACCORDANCE WITH ACI 117. COPIES OF CONCRETE MIX SHALL BE SUBMITTED TO THE CROWN CASTLE CONSTRUCTION MANAGER FOR REVIEW PRIOR TO PLACEMENT.
 - ALL AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33. USE ONLY AGGREGATES KNOWN NOT TO CAUSE EXCESSIVE SHRINKAGE. MAXIMUM AGGREGATE SIZE TO BE 3/4".
 - MAXIMUM SLUMP: REFER TO GEOTECHNICAL REPORT FOR CONFIRMATION OF ANY ASSUMPTIONS MADE DURING DESIGN.
- FORMWORK FOR CONCRETE SHALL CONFORM TO ACI 347. TOLERANCES FOR FINISHED CONCRETE SURFACES SHALL MEET CLASS-C REQUIREMENTS. IN NO CASE SHALL FINISHED CONCRETE SURFACES EXCEED THE FOLLOWING VALUES AS MEASURED FROM NEAT PLAN LINES AND FINISHED GRADES: ± 1/4" VERTICAL, ± 1" HORIZONTAL.
- CHAMFER ALL EXPOSED CORNERS AND FILLET ENTRANT ANGLES 3/4" U.N.O.
- CONCRETE FINISHING: CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH ACI. PROVIDE ROUGH FINISH FOR ALL SURFACES NOT EXPOSED TO VIEW AND SMOOTH FINISH FOR ALL OTHERS, U.N.O.
- STEEL REINFORCEMENT AND CONCRETE SHOULD BE PLACED IMMEDIATELY UPON COMPLETION OF THE FOUNDATION EXCAVATION. CONTRACTOR SHALL NOT ALLOW A COLD JOINT TO FORM IN THE CONCRETE. PORTION AT GRADE SHOULD BE FORMED. TEMPORARY CASING MAY BE REQUIRED TO PREVENT CAVING PRIOR TO CONCRETE PLACEMENT.

REINFORCING STEEL NOTES:

- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615. VERTICAL/HORIZONTAL BARS SHALL BE GRADE 60; TIES OR STIRRUPS SHALL BE A MINIMUM OF GRADE 40. ALL REINFORCING STEEL SHALL HAVE 3" (± 3/8") OF CONCRETE COVER, U.N.O.
- ALL BAR BENDS, HOOKS, SPLICES AND OTHER REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ACI 315.
- ALL BARS SHALL BE SPLICED WITH A MINIMUM LAP OF 48 BAR DIAMETERS. LAP SPLICES OF DEFORMED BARS IN TENSION ZONES SHALL BE CLASS-B SPLICES. WELDING OF BARS IS NOT PERMITTED.
- AT ALL CORNERS AND WALL INTERSECTIONS, PROVIDE BENT HORIZONTAL BARS TO MATCH THE HORIZONTAL REINFORCING STEEL.
- PROVIDE VERTICAL DOWELS IN FOOTINGS AND AT CONSTRUCTION JOINTS TO MATCH VERTICAL REINFORCING BAR SIZE AND SPACING.
- ACI-APPROVED PLASTIC-COATED BAR CHAIRS OR PRECAST CONCRETE BLOCKS SHALL BE PROVIDED FOR SUPPORT OF ALL GRADE-CAST REINFORCING STEEL & SHALL BE SUFFICIENT IN NUMBER TO PREVENT SAGGING. METAL CLIPS OR SUPPORTS SHALL NOT BE PLACED IN CONTACT WITH THE FORMS OR THE SUB-GRADE.
- DOWELS AND ANCHOR BOLTS SHALL BE WIRED OR OTHERWISE HELD IN CORRECT POSITION PRIOR TO PLACING CONCRETE. IN NO CASE SHALL DOWELS OR ANCHOR BOLTS BE "STABBED" INTO FRESHLY-POURED CONCRETE.

FOUNDATION NOTES:

- THE CONTRACTOR SHALL READ THE GEOTECHNICAL REPORT AND SHALL CONSULT THE GEOTECHNICAL ENGINEER AS NECESSARY PRIOR TO CONSTRUCTION.
- THE GEOTECHNICAL ENGINEER (OR INSPECTOR) SHALL INSPECT THE EXCAVATION PRIOR TO THE PLACEMENT OF CONCRETE AND SHALL PROVIDE A NOTICE OF INSPECTION FOR THE BUILDING INSPECTOR FOR REVIEW AND RECORDS PURPOSES.
- THE CONTRACTOR SHALL DETERMINE THE MEANS AND METHODS NECESSARY TO SUPPORT THE EXCAVATION DURING CONSTRUCTION.
- REBAR AT BOTTOM OF FOUNDATIONS SHALL BE BONDED TO SITE GROUNDING SYSTEM (WHEN APPLICABLE). SEE ADDITIONAL DETAILS ON APPROVED A&E CONSTRUCTION DRAWINGS.
- ALL FOOTINGS TO BE PLACED ON FIRM, UNDISTURBED, INORGANIC MATERIAL. PROOF ROLL SUB-GRADE PRIOR TO PLACING CONCRETE WHERE THE MATERIAL HAS BEEN DISTURBED BY EQUIPMENT. UNACCEPTABLE/DISTURBED MATERIAL SHALL BE OVER-EXCAVATED AND REPLACED WITH "LEAN CONCRETE FILL". THE GEOTECHNICAL REPORT SHALL BE REVIEWED AND ADHERED TO FOR SPECIFIC RECOMMENDATIONS.
- STRUCTURAL BACKFILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 6" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557 (MODIFIED PROCTOR). THE GEOTECHNICAL REPORT SHALL BE REVIEWED AND ADHERED TO FOR SPECIFIC RECOMMENDATIONS.

SOIL NOTES:

- FOUNDATION DESIGN BASED ON THE PRESUMPTIVE MINIMUM SOIL PARAMETERS IN ACCORDANCE WITH THE IBC, CBC AND TIA. WHEN A SITE SPECIFIC GEOTECHNICAL REPORT IS AVAILABLE ON CC/SITES AND THE ENGINEER AND THE CONTRACTOR SHALL ADHERE TO ALL RECOMMENDATIONS PROVIDED THEREIN.
- ALL FOUNDATIONS TO BE PLACED ON FIRM, UNDISTURBED, INORGANIC MATERIAL. PROOF ROLL SUB-GRADE PRIOR TO PLACING CONCRETE WHERE THE MATERIAL HAS BEEN DISTURBED BY EQUIPMENT. UNACCEPTABLE/DISTURBED MATERIAL SHALL BE OVER-EXCAVATED AND REPLACED WITH STRUCTURAL BACKFILL.
- STRUCTURAL BACKFILL SHALL BE GRANULAR FREE-DRAINING MATERIAL FREE OF DEBRIS, ORGANICS, REFUSE AND OTHERWISE DELETERIOUS MATERIALS. MATERIAL SHALL BE PLACED IN LIFTS NO GREATER THAN 6" IN DEPTH AND COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED PER ASTM D1557 (MODIFIED PROCTOR). THE GEOTECHNICAL REPORT SHALL BE REVIEWED AND ADHERED TO FOR SPECIFIC RECOMMENDATIONS.

MECHANICAL ANCHOR NOTES:

- HILTI PRODUCTS MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS, AS INCLUDED IN THE ADHESIVE PACKAGING.
- CONTRACTOR SHALL AVOID DRILLING HOLES IN VERTICAL/HORIZONTAL REINFORCING BARS.
- HOLES MUST BE WIRE BRUSHED AND BLASTED WITH COMPRESSED AIR PRIOR TO INSTALLATION. TEMPERATURES/METHODS/WORKING TIME/ETC. ARE TO BE IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
- REFERENCE ICC-ES ESR-1917 REPORT.

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DANGER
FLAMMABLE
LIQUIDS
DIESEL FUEL
211 GALLONS

PLACE ON (2) VISIBLE SIDES OF
NEW GENERATOR TANK

15" x 12" SIGN



PLACE ON VISIBLE SIDE OF
NEW GENERATOR TANK

10" x 7" SIGN

PLACE ON (2) VISIBLE SIDES OF
NEW GENERATOR TANK

18" x 18" SIGN

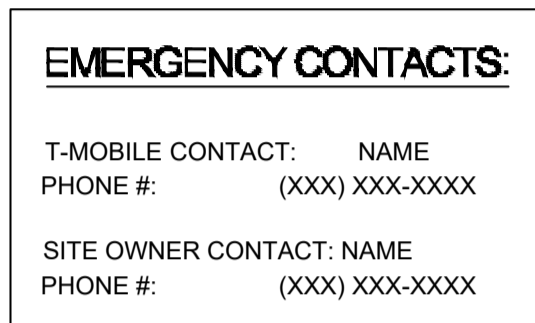
CONTRACTOR TO PROVIDE REQUIRED
SIGNAGE FOR ELECTRICAL PANELS,
DISCONNECTS, TRANSFER SWITCHES,
ETC. PER NATIONAL ELECTRICAL CODE
ARTICLE 700.7

REQUIRED LABELING & SIGNAGE

FOR FUEL & OTHER
ENVIRONMENTAL
EMERGENCIES
CALL EH&S
1-800-566-9347
(1-800-KNOW-EHS)

PLACE ON (2) VISIBLE SIDES OF
NEW GENERATOR TANK

11" x 11" SIGN

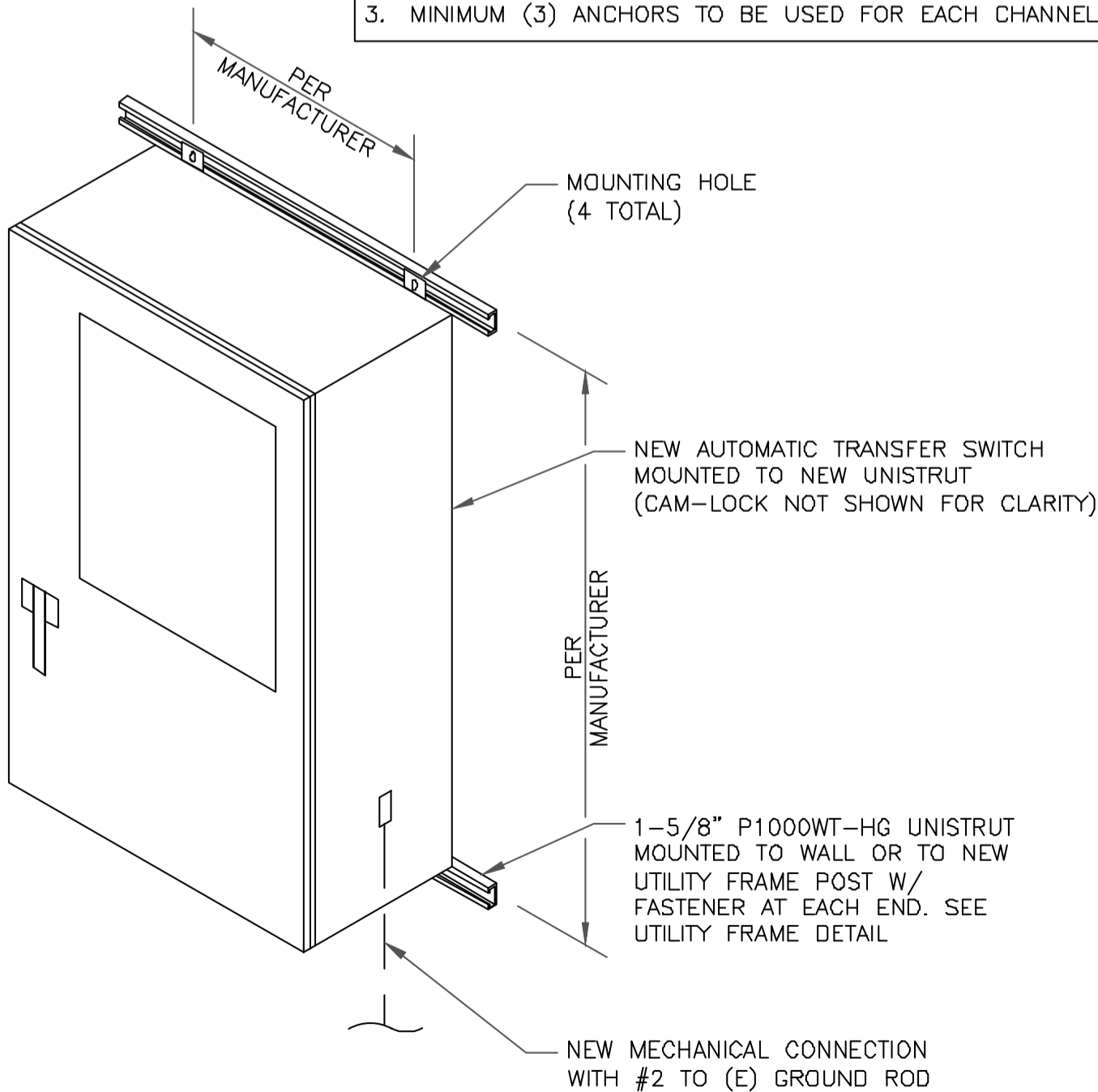


PLACE ON EXTERIOR OF EXISTING SHELTER
OR NEAR EXISTING T-MOBILE LEASE AREA

5" x 3" SIGN

1 SIGNAGE REQUIREMENTS
SCALE: NOT TO SCALE

UNISTRUT WALL ATTACHMENT:		
WALL CONSTRUCTION TYPE	FASTENER	ANCHOR SPACING
WOOD STUD	3/8" DIA. LAG SCREW	16"
CONCRETE BLOCK (HOLLOW)	—	8"
CONCRETE BLOCK (SOLID)	3/8"Ø SIMPSON TITEN HD ANCHOR MINIMUM EMBEDMENT 2-3/4"	24"
NOTES: 1. USE GALVANIZED OR STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS. 2. GC SHALL USE NON-SHRINKING CAULK TO WEATHER SEAL ALL PENETRATIONS INTO OR THROUGH SHELTER WALL. 3. MINIMUM (3) ANCHORS TO BE USED FOR EACH CHANNEL.		



3 ATS MOUNTING DETAIL
SCALE: NOT TO SCALE

2 NOT USED
SCALE: NOT TO SCALE

DIESEL TANK CHECKLIST:

READILY ACCESSIBLE MANUAL SHUTOFF VALVES SHALL BE INSTALLED ON SUPPLY PIPING AT THE POINT OF USE AND THE TANK (IFC 5003.2.2.1)
SECONDARY CONTAINMENT-TYPE TANKS SHALL BE UL LISTED, UL-142, AND COMPLY WITH ALL OF THE FOLLOWING REQUIREMENTS; OTHERWISE TRADITIONAL SPILL CONTROL OR SECONDARY CONTAINMENT MEASURES, SUCH AS DIKING, SHALL BE UTILIZED (NFPA 30 22.11.4)
+ CAPACITY OF DIESEL TANK SHALL NOT EXCEED 50,000 GAL.
+ PIPING CONNECTIONS SHALL BE ABOVE THE LIQUID LEVEL.
+ MEANS SHALL BE PROVIDED TO PROTECT RELEASE OF LIQUID BY SIPHON FLOW.
+ MEANS TO DETERMINE LIQUID LEVEL IN TANK SHALL BE PROVIDED TO DRIVER. MEANS TO PREVENT OVERFILLING BY AN ALARM AT 90% CAPACITY AND AUTOMATICALLY STOPPING
+ DELIVERY OF LIQUID TO THE TANK AT 95% CAPACITY.
+ SPACING BETWEEN ADJACENT TANKS SHALL NOT BE LESS THAN 3'.
+ TANK SHALL BE PROTECTED AGAINST DAMAGE FROM VEHICLES.
+ INTERSTITIAL SPACE SHALL HAVE EMERGENCY VENTING.
+ INTEGRITY OF SECONDARY CONTAINMENT SHALL BE ESTABLISHED. THE SECONDARY CONTAINMENT SHALL WITHSTAND THE HYDROSTATIC HEAD OF THE MAXIMUM
+ AMOUNT OF LIQUID STORED IN THE PRIMARY TANK.

TANK LABELING AND PROTECTIONS:

THE FOLLOWING SIGNS AND LABELS SHALL BE AFFIXED TO THE TANK.

- + "DANGER-FLAMMABLE LIQUIDS" (IFC 5703.5)
- + NFPA 704 PLACARD (IFC 5003.5)
- + "NO SMOKING" (IFC 5003.7.1)
- + EH&S
- + CONTACTS

CRASH PROTECTION COMPLYING WITH FC 312 SHALL BE PROVIDED (IFC 5003.9.3) (IF APPLICABLE)

GENERATOR FEATURES:

GENERATORS SHALL BE UL 2200 LISTED AND COMPLY WITH NFPA 37 AND NFPA 110. (IFC 604.1 AND 604.1.1)
INSTALLATIONS SHALL HAVE A LABELED REMOTE MANUAL STOP (NFPA 110 5.6.5.6 & 5.6.5.6.1 AND NFPA 37 9.2.1.1)

DOUBLE WALL FUEL TANK BASE SPECIFICATION:

REF: T-MOBILE 25KW GENERATOR PACKAGE
UL REGISTRATION NUMBER: MH 18459

UL 142 DOUBLE WALL FUEL TANK BASE SPECIFICATION

FUEL TANK BASE CONSTRUCTION:

- + BE CONSTRUCTED IN ACCORDANCE WITH UNDERWRITERS LABORATORIES STANDARD UL-142. BE CONSTRUCTED IN ACCORDANCE WITH FLAMMABLE COMBUSTIBLE LIQUIDS CODE, NFPA 30; THE STANDARD FOR INSTALLATION USE OF STATIONARY COMBUSTIBLE ENGINE GAS TURBINES, NFPA 37; AND THE STANDARD FOR EMERGENCY STANDBY POWER SYSTEMS, NFPA 110.
- + MINIMUM ANCHOR QUANTITY PER MANUFACTURER OR THIS PLAN SET; WHICHEVER IS LARGER.

SUB BASE TANK TESTING:

- + PRIMARY TANK & SECONDARY CONTAINMENT BASIN SECTIONS SHALL BE PRESSURIZED AT 3-5 PSI AND LEAK-CHECKED TO ENSURE INTEGRITY OF SUB BASE WELD SEAMS PER UL-142 STANDARDS

FUEL FILL: 2.5 – 5 GALLON SPILL CONTAINMENT WITH ALARM

- + 40% REMAINING FOR ALARM
- + 20% REMAINING FOR SHUT-DOWN

FACTORY PRE-SET AT 95% FULL FOR ALARM

FUEL CONTAINMENT BASIN:

- + SUB BASE TANK SHALL INCLUDE A WELDED STEEL CONTAINMENT BASIN, SIZED AT A MINIMUM OF 110% OF THE TANK. CAPACITY TO PREVENT ESCAPE OF FUEL INTO THE ENVIRONMENT IN THE EVENT OF A TANK RUPTURE. A FUEL CONTAINMENT BASIN LEAK DETECTOR SWITCH SHALL BE PROVIDED.

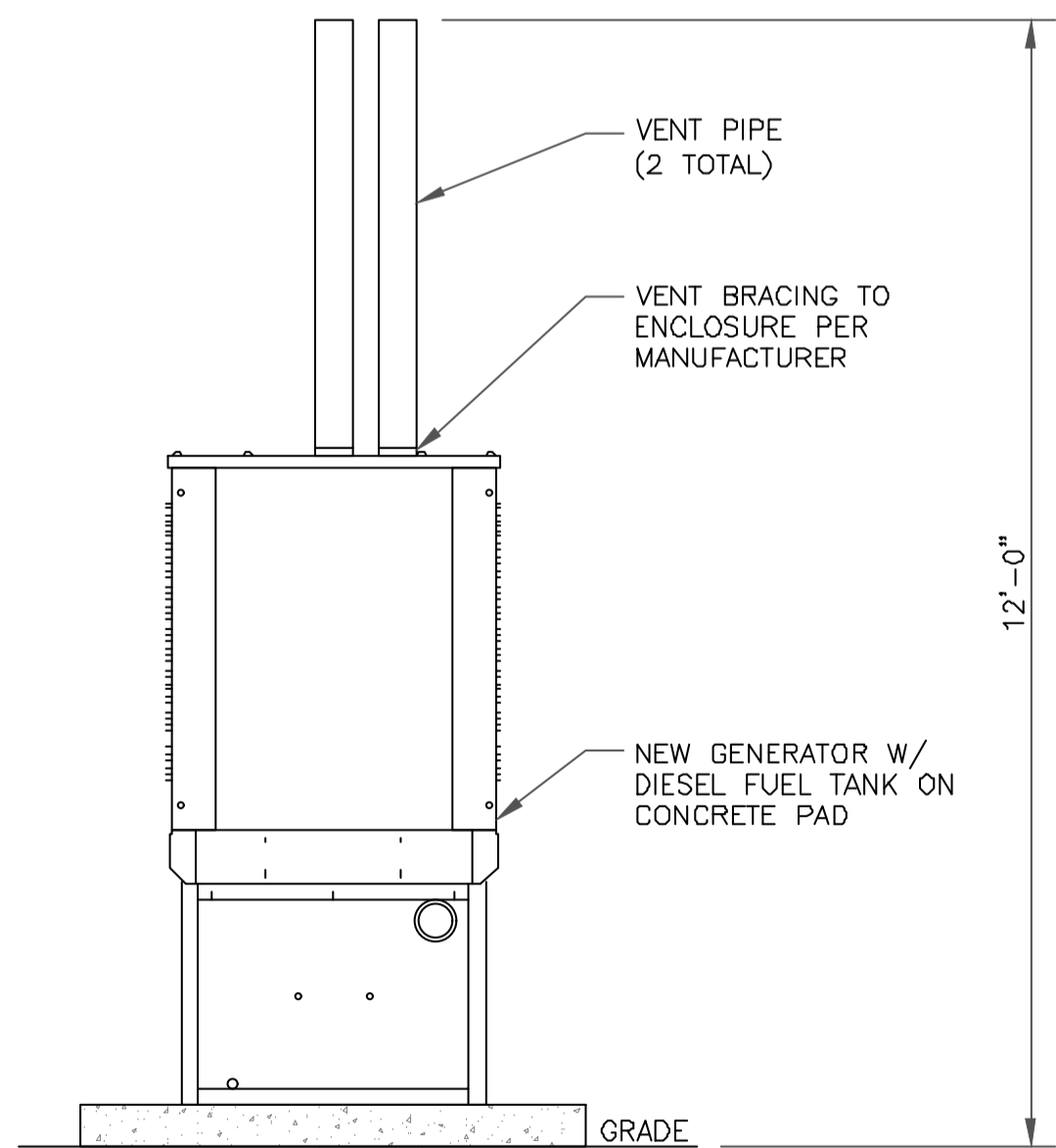
NEPA NOTES:

1. CONSTRUCTION, INSTALLATION, MAINTENANCE, & OPERATIONAL TESTING OF EPSS SHALL COMPLY WITH THE LATEST ADOPTED EDITION OF NFPA 110.
2. ALL ELECTRICAL WORK SHALL COMPLY WITH LATEST ADOPTED EDITION OF NFPA 70 – NATIONAL ELECTRICAL CODE.

FUEL TANK NOTES:

THE TANK SHALL BE MANUFACTURED WITH THE FOLLOWING:

- INTERSTITIAL ELECTRONICALLY MONITORED RUPTURE BASIN
- ALARM TO MONITOR THE SPACE BETWEEN THE PRIMARY AND SECONDARY TANK.
- OVERFILL ALERT TO VISUALLY WARN WHEN THE TANK IS FILLED UPON CAPACITY.
- OVERSPILL CONTAINMENT AT FILL PORT TO PREVENT SPILL OF FUEL DURING FILLING OPERATIONS.
- 5 GALLON OVERSPILL CONTAINMENT W/ LOCKABLE CAP.



4 GENERATOR VENTING DETAIL
SCALE: NOT TO SCALE

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EXISTING 118'-0"
MONOPOLE

MORRISON HERSHFIELD PROJECT # CN5-036R3 / 2101398.00

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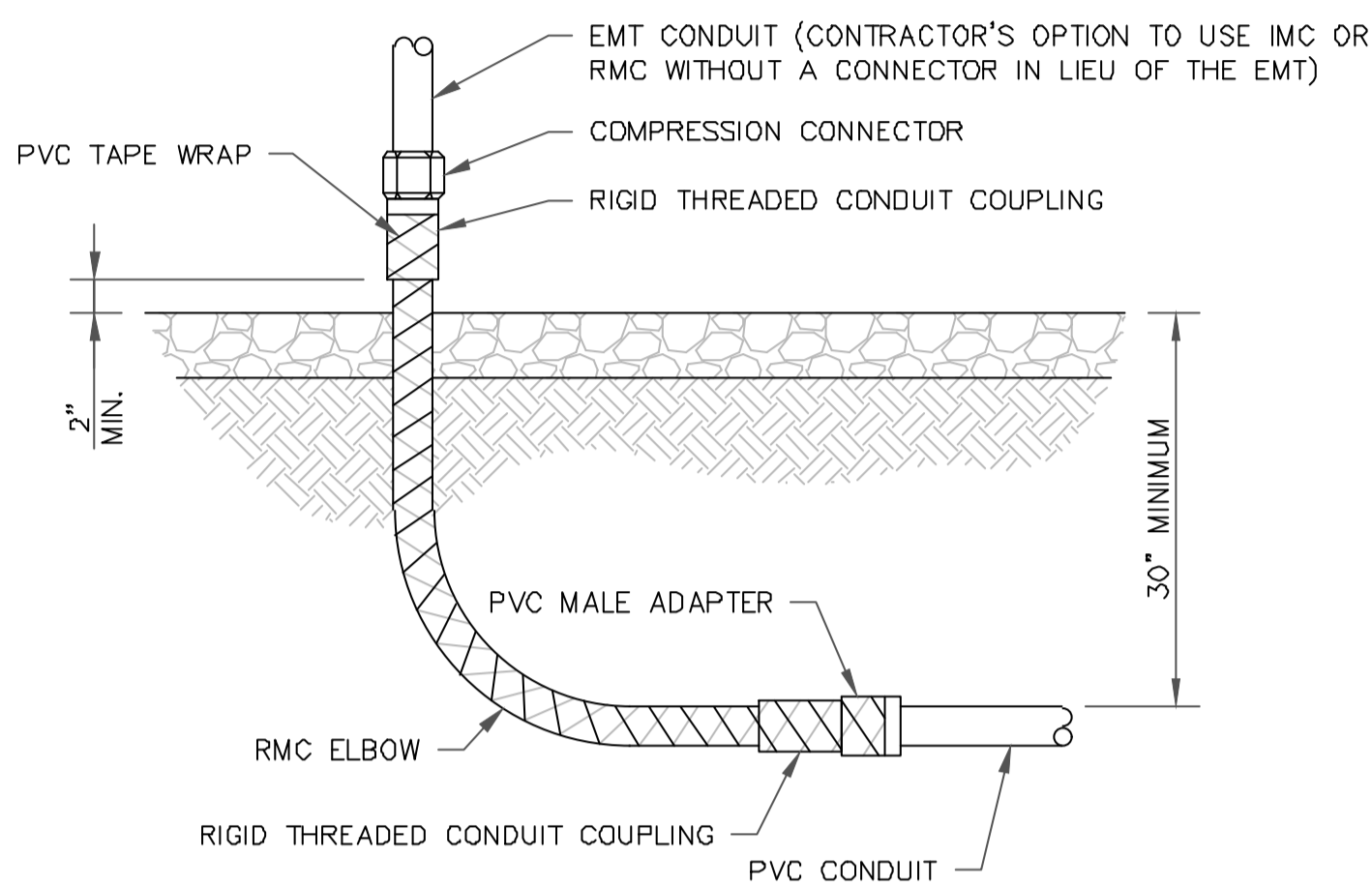
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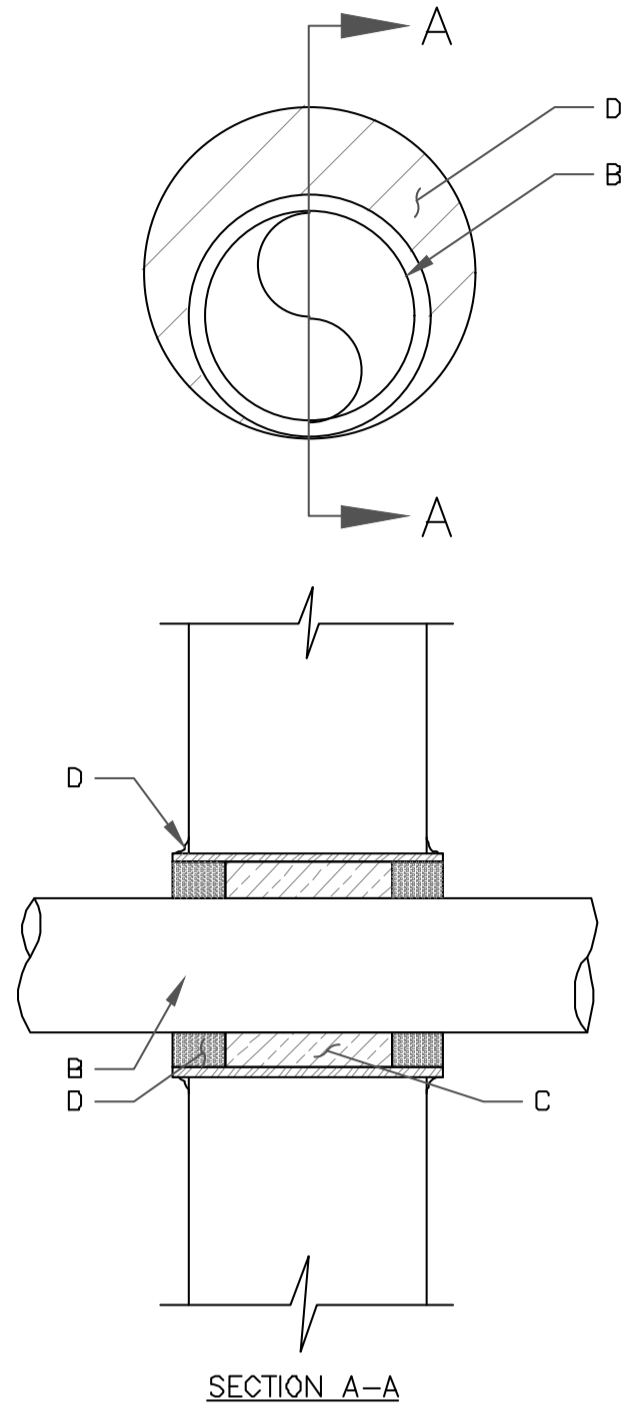
1 CONDUIT STUB UP DETAIL
SCALE: NOT TO SCALE

ALL METAL CONDUIT INSTALLED IN DIRECT CONTACT WITH THE EARTH SHALL BE CONSIDERED TO BE INSTALLED IN A SEVERELY CORROSIVE ENVIRONMENT AND IS REQUIRED TO HAVE SUPPLEMENTAL PROTECTION AGAINST CORROSION (NEC ARTICLE 342.10(B) & 344.10(B)(1)). THIS PROTECTION SHALL EITHER BE AN APPROVED MANUFACTURER INSTALLED PROTECTIVE COATING ON THE CONDUIT OR SHALL BE (2) LAYERS OF 10 MIL PVC PIPE WRAP TAPE INSTALLED USING OPPOSING SPIRAL WRAPS. ON VERTICAL PIPE THE OUTSIDE LAYER OF TAPE SHALL BE WRAPPED SO AS TO PROVIDE SHEDDING OF WATER (i.e. TAPE SHOULD WRAP IN AN UPWARD DIRECTION WITH LOWER WRAP BEING BENEATH THE WRAP ABOVE). SPIRAL WRAPS SHALL HAVE A MINIMUM OF 1/4" OVERLAP WITH THE PRECEDING TAPE WRAP. ANY OTHER METHODS OF CORROSION PROTECTION SHALL REQUIRE APPROVAL BY THE ENGINEER OF RECORD PRIOR TO BEING USED.

INSTALLER NOTES:

- IF EXISTING CONSTRUCTION VARIES FROM THIS DETAIL, AN EQUAL 3-HR U.L. PENETRATION APPROPRIATE FOR THE EXISTING WALL TYPE SHALL BE CONSTRUCTED
- GC SHALL USE NON-SHRINKING CAULK TO WEATHERSEAL ALL PENETRATIONS INTO OR THRU SHELTER WALL.

U.L. SYSTEM NO. C-AJ-1150
CONDUIT THROUGH BEARING WALL SIMILAR TO U.L. DESIGN NO. U902
F RATING = 3 HR
T RATING = 0 HR



2 OUTER WALL PENETRATION DETAIL
SCALE: NOT TO SCALE

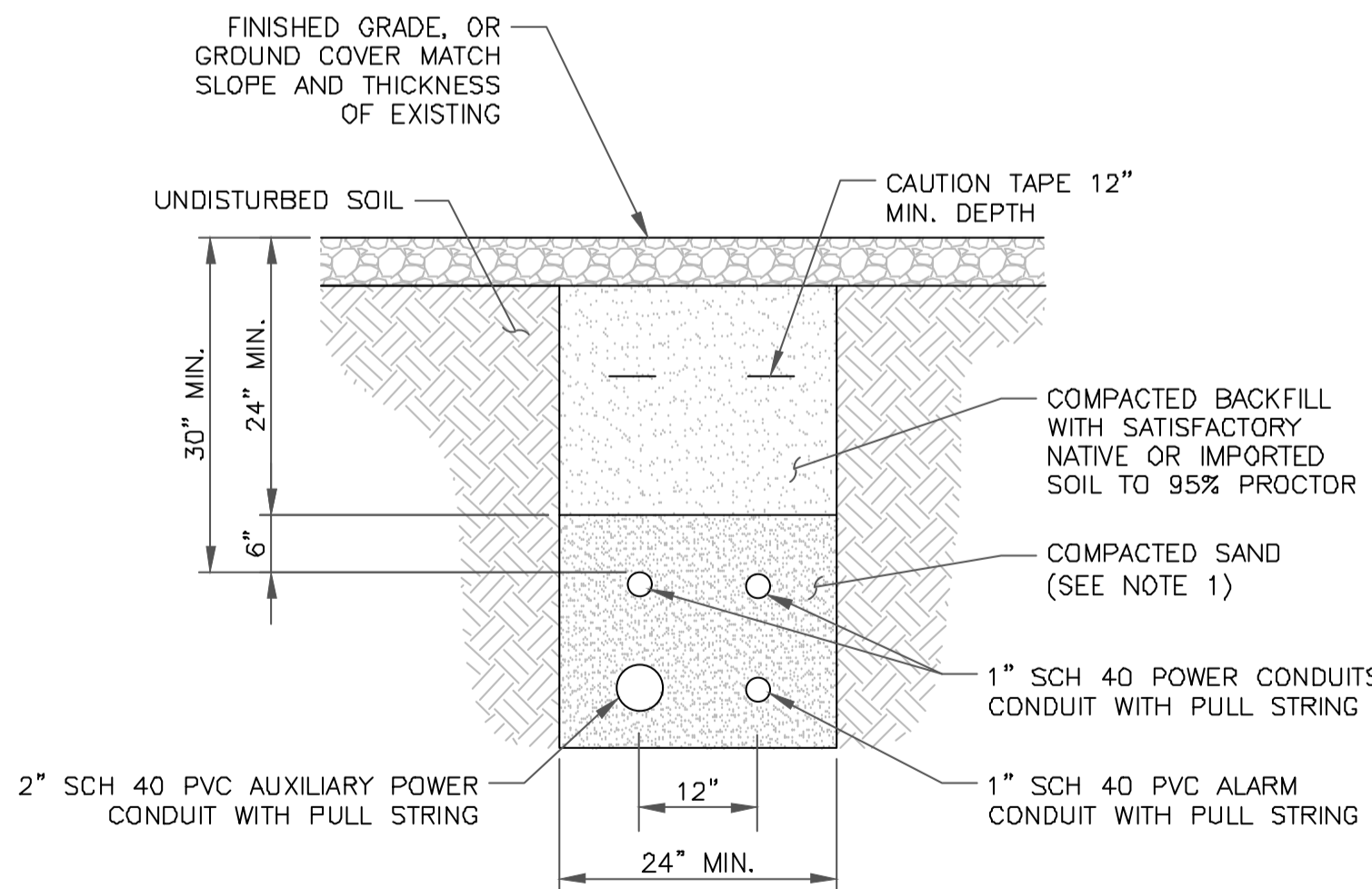
- A. FLOOR OR WALL ASSEMBLY : MINIMUM 4-1/2" THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. WALL MAY ALSO BE CONSTRUCTED OF ANY UL CLASSIFIED CONCRETE BLOCKS*. MAX DIAMETER OF OPENING IS 4". (SEE CONCRETE BLOCKS 9CATZ) CATEGORY IN THE FIRE RESISTANCE DIRECTORY FOR NAMES OF MANUFACTURERS.
- B. THROUGH PENETRATIONS : ONE METALLIC PIPE OR CONDUIT TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. THE ANNULAR SPACE SHALL BE MINIMUM 0". (POINT CONTACT) TO MAXIMUM 1-3/8". THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES OR CONDUITS MAY BE USED:
- a. STEEL PIPE-NOMINAL 6" DIAMETER (OR SMALLER) SCHEDULE 40 (OR HEAVIER) STEEL PIPE
 - b. IRON PIPE-NOMINAL 6" DIAMETER (OR SMALLER) CAST OR DUCTILE IRON PIPE.
 - c. CONDUIT - NOMINAL 4" DIAMETER (OR SMALLER) STEEL ELECTRICAL METALLIC TUBING OR NOMINAL 3-1/2" DIAMETER (OR SMALLER) STEEL CONDUIT.
- C. PACKING MATERIAL: MINIMUM 6" THICKNESS OF MIN 4.0 PCF MINERAL WOOL BATTING INSULATION FIRMLY PACKED INTO OPENING AS A PERMANENT FORM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.
- D. FILL, VOID, OR CAVITY MATERIAL*: SEALANT: MINIMUM 1/4" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH WITH TOP SURFACE OF FLOOR AND WITH BOTH SURFACES OF WALL. AT THE POINT CONTACT LOCATION BETWEEN PIPE AND CONCRETE, A MINIMUM 1/2" DIAMETER BEAD OF FILL MATERIAL SHALL BE APPLIED AT THE CONCRETE/PIPE INTERFACE ON THE TOP SURFACE OF FLOOR AND ON BOTH SURFACES OF WALL. W-RATING APPLIES ONLY WHEN CP601S OR CP604 SEALANT IS USED.

HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC. : CP601S, CP604, CP606, OR FS-ONE SEALANT.

* BEARING THE UL CLASSIFICATION MARK

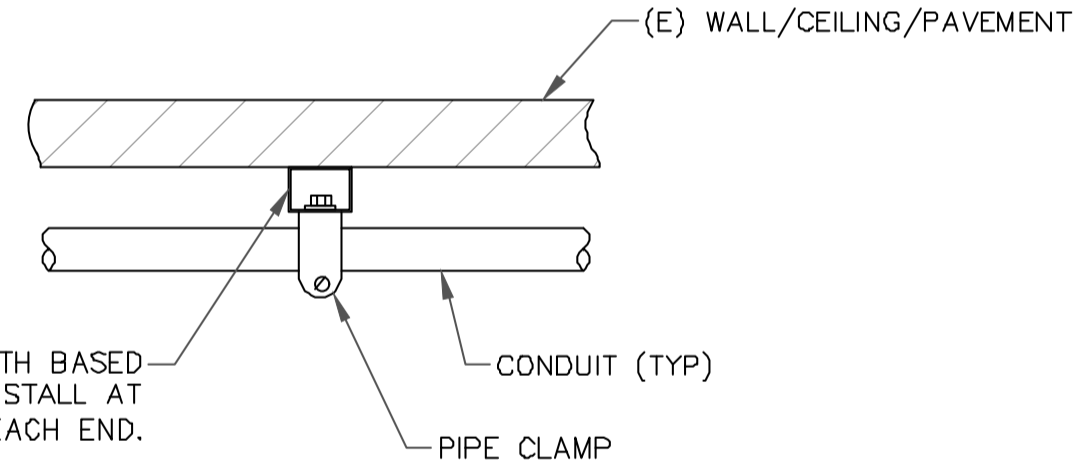
INSTALLER NOTE:

- LEAN CONCRETE, RED-COLORED TOP, MAY BE USED IN PLACE OF COMPACTED SAND



3 TRENCH DETAIL
SCALE: NOT TO SCALE

VERTICAL UNISTRUT P1000WT-HG. REQUIRED LENGTH BASED ON QUANTITY OF CONDUIT TO BE MOUNTED. INSTALL AT 5'-0" O.C. MAX W/ FASTENER AT EACH END.



VERTICAL UNISTRUT P1000WITHG. REQUIRED LENGTH BASED ON QUANTITY OF CONDUIT TO BE MOUNTED. INSTALL AT 5'-0" D.C. MAX W/ FASTENER AT EACH END.

4 CONDUIT WALL MOUNT DETAIL
SCALE: NOT TO SCALE

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GRDNCITY_ROE

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EXISTING 118'-0"
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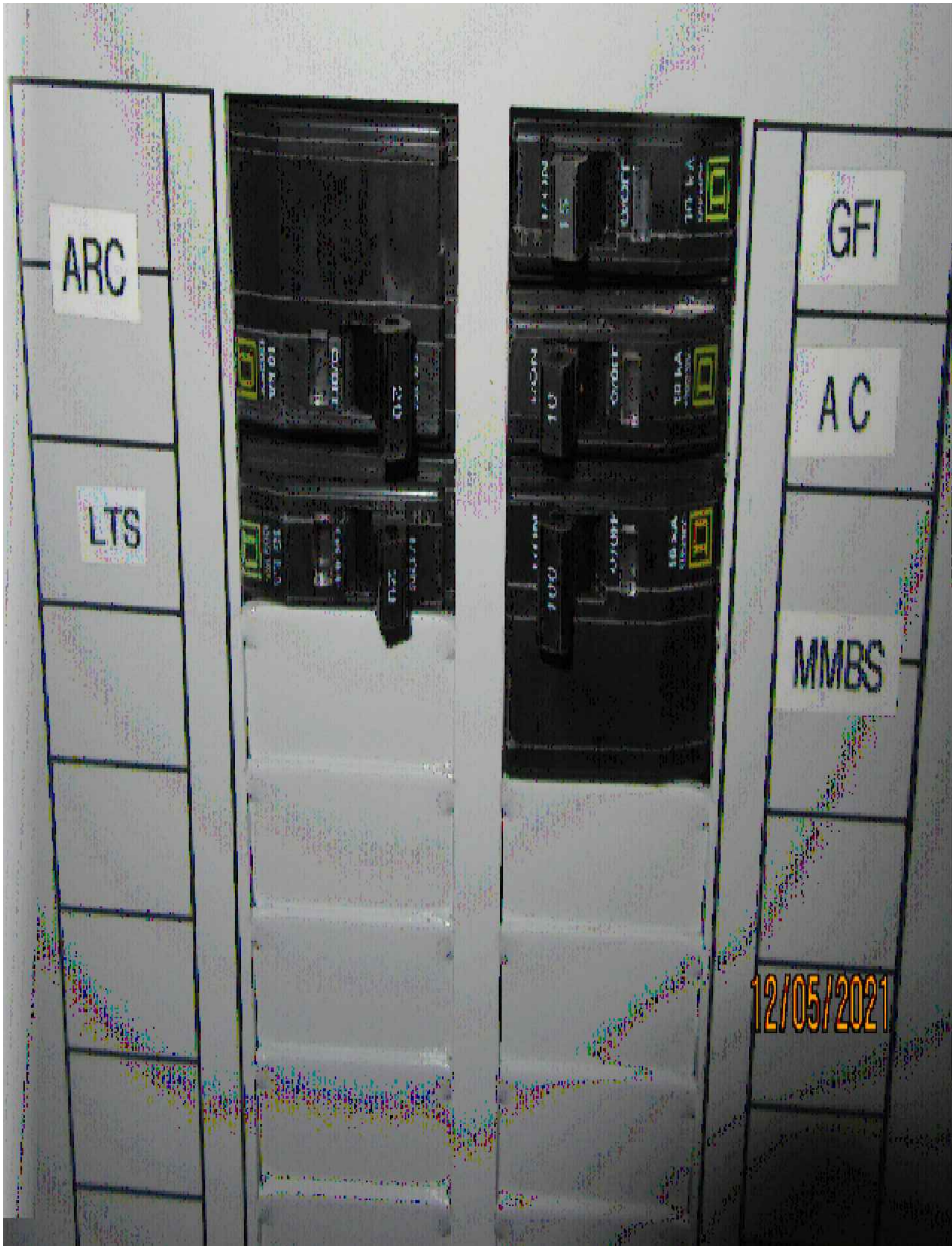
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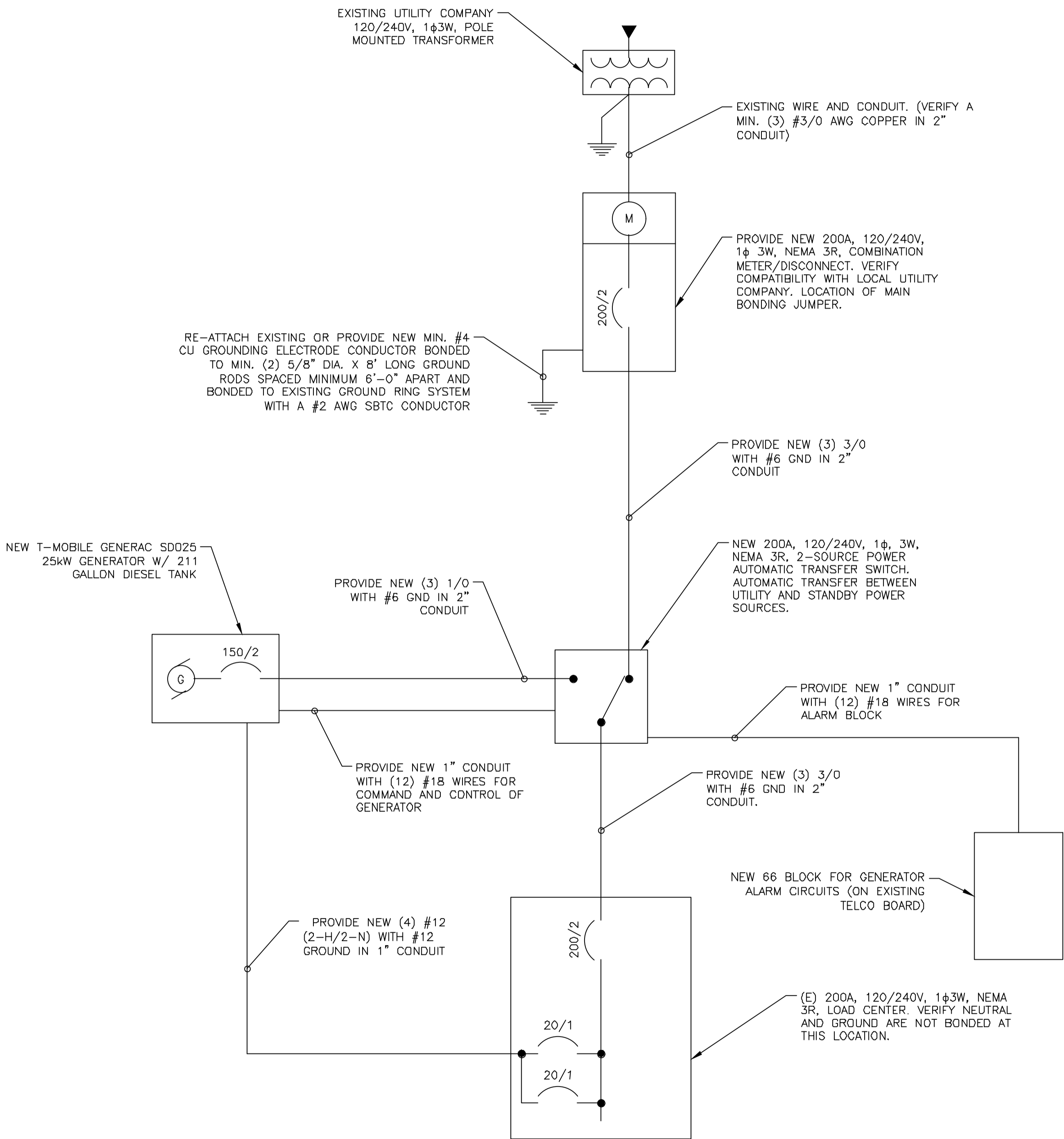
1 PANEL PHOTO
SCALE: NOT TO SCALE

NOTES:

1. ALL NEW CONDUCTORS TO BE INSTALLED SHALL BE COPPER. ALL CONDUCTORS SHALL BE THHW, THWN, THWN-2, XHHW, OR XHHW-2 UNLESS NOTED OTHERWISE.
2. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING ITEMS SHOWN ON THE ELECTRICAL ONE-LINE DIAGRAM AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
3. ALL GROUNDING AND BONDING PER THE NEC.

INSTALLER NOTE:

1. THE GENERATOR SIZE HAS BEEN DETERMINED BY T-MOBILE BASED ON AN INTERNAL LOAD ANALYSIS OF THEIR EQUIPMENT. THE GENERATOR SIZE WAS PROVIDED AS PART OF THE SCOPING ANALYSIS. T-MOBILE SHALL BE RESPONSIBLE FOR ENSURING THAT THEIR SYSTEM CONFIGURATION DOES NOT EXCEED THE MANUFACTURER POWER RATING OF THE SPECIFIED GENERATOR.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PERFORMING A SPOT READING OF THE PANEL AT PEAK OPERATING HOURS TO VERIFY THE T-MOBILE PANEL SCHEDULE CALCULATIONS ARE NOT EXCEEDED. IN THE EVENT THE READING EXCEEDS THE CALCULATED PANEL SCHEDULE LOADS, RECORD THE READING AND CONSULT T-MOBILE ENGINEERING MANAGER PRIOR TO PROCEEDING WITH GENERATOR INSTALLATION.



2 ONE LINE DIAGRAM
SCALE: NOT TO SCALE

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GROUNDING PLAN LEGEND:

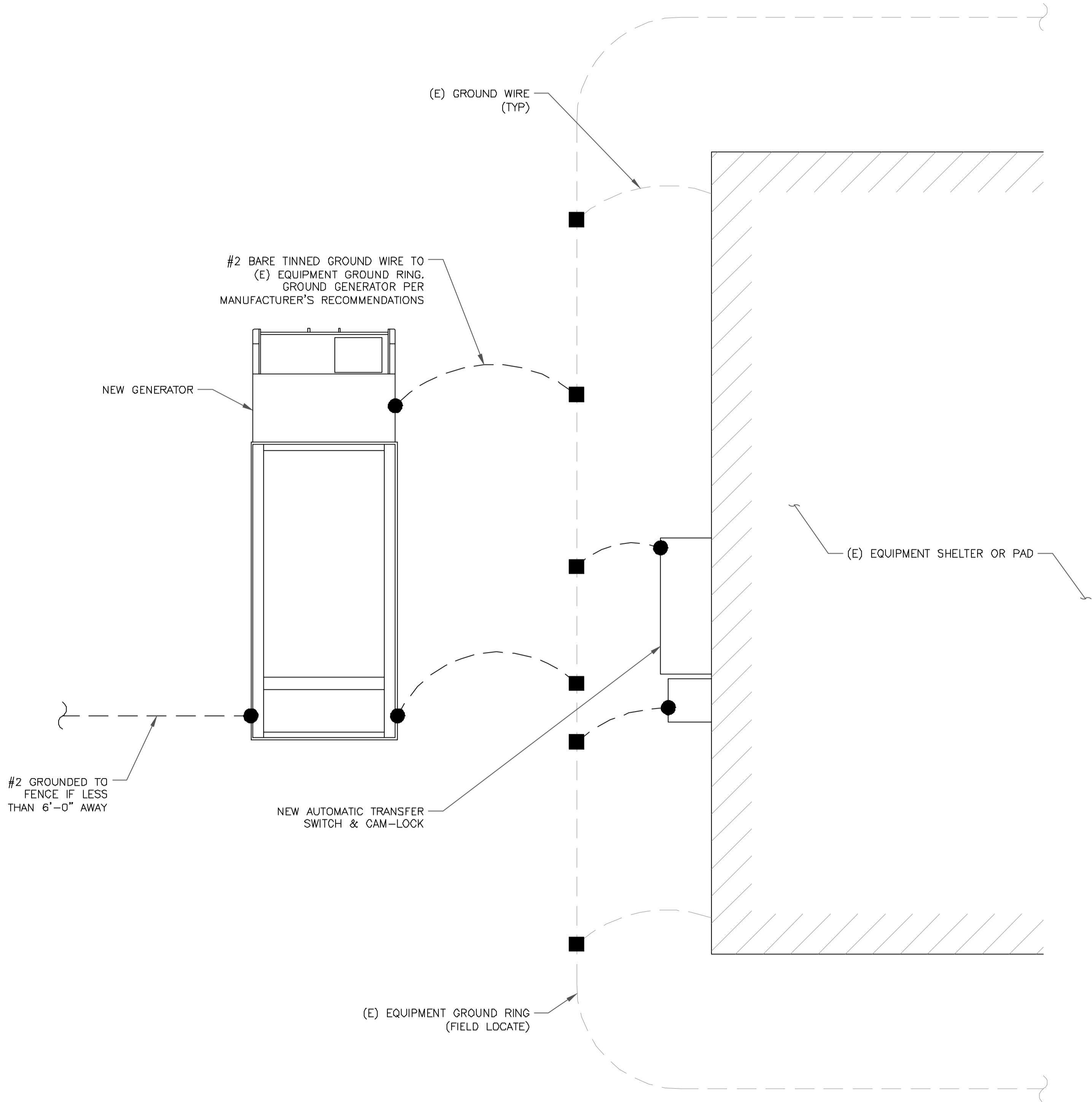
--- GROUND WIRE

■ EXOTHERMIC WELD

● MECHANICAL CONNECTION

GROUNDING NOTES:

1. IF MORE THAN 20' FROM EXISTING GROUND RING, INSTALL GROUND ROD (5/8" x 10'). ROD SPACING: 8' MAX. TOP OF ROD AND GROUND WIRE TO BE BELOW FROST LINE.
2. ALL GROUND CONDUCTORS SHALL BE COPPER, 75 DEGREES C RATED, AND CONDUCTOR INSULATION BE THWN OR THHN.
3. GROUND FAULT PROTECTION REQUIRED FOR UTILITY RECEPTACLES.
4. GENERATOR NEUTRAL SHALL NOT BE GROUNDED AT THE GENERATOR. REFER TO SINGLE LINE DETAIL, SHEET E-1.
5. EQUIPMENT LOCATED OUTSIDE OR EXPOSED TO MOISTURE SHALL BE NEMA 3R RATED.
6. CONTRACTOR SHALL USE SCHEDULE 80 PVC CONDUIT THROUGH CONCRETE AND ABOVE GROUND, UNLESS OTHERWISE NOTED.
7. ALL NEWLY INSTALLED EQUIPMENT SHALL BE RATED "AT 10K AIC" MINIMUM. HIGHER RATINGS SHALL BE REQUIRED WHERE AVAILABLE. FAULT CURRENT EXCEEDS THIS VALUE. EXACT FAULT CURRENT AVAILABLE SHALL BE COORDINATED WITH LOCAL UTILITY BASED ON EXACT CONDITIONS (XFMR SIZE, PERCENT IMPEDANCE, LENGTH OF CONDUCTORS, ETC).



1 TYPICAL GROUNDING SCHEMATIC
SCALE: NOT TO SCALE



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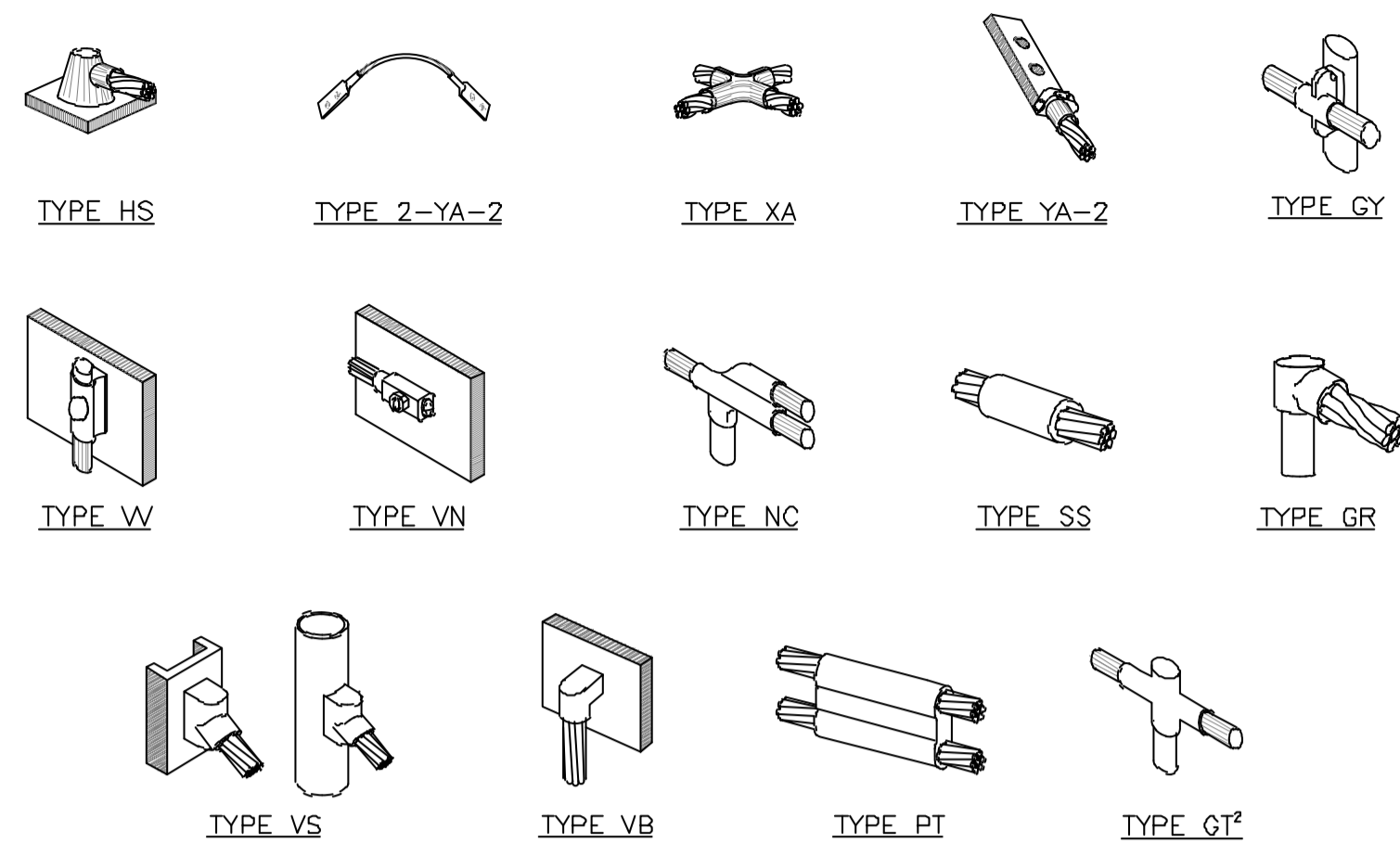
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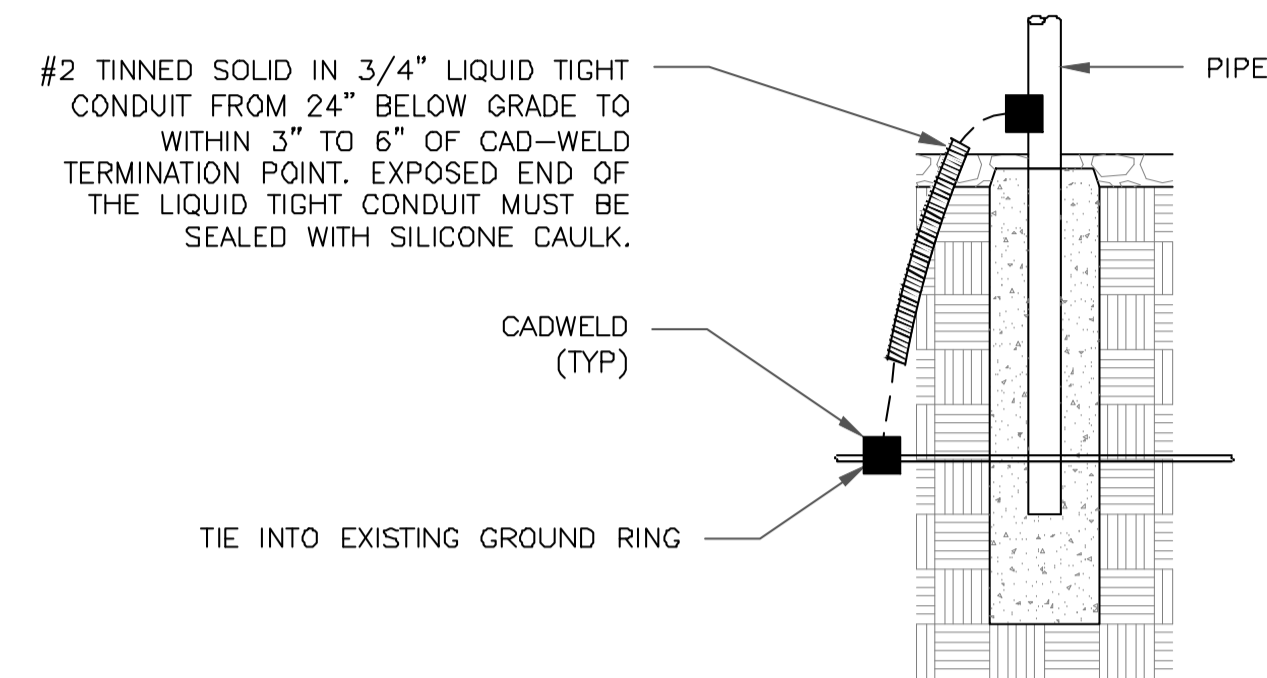
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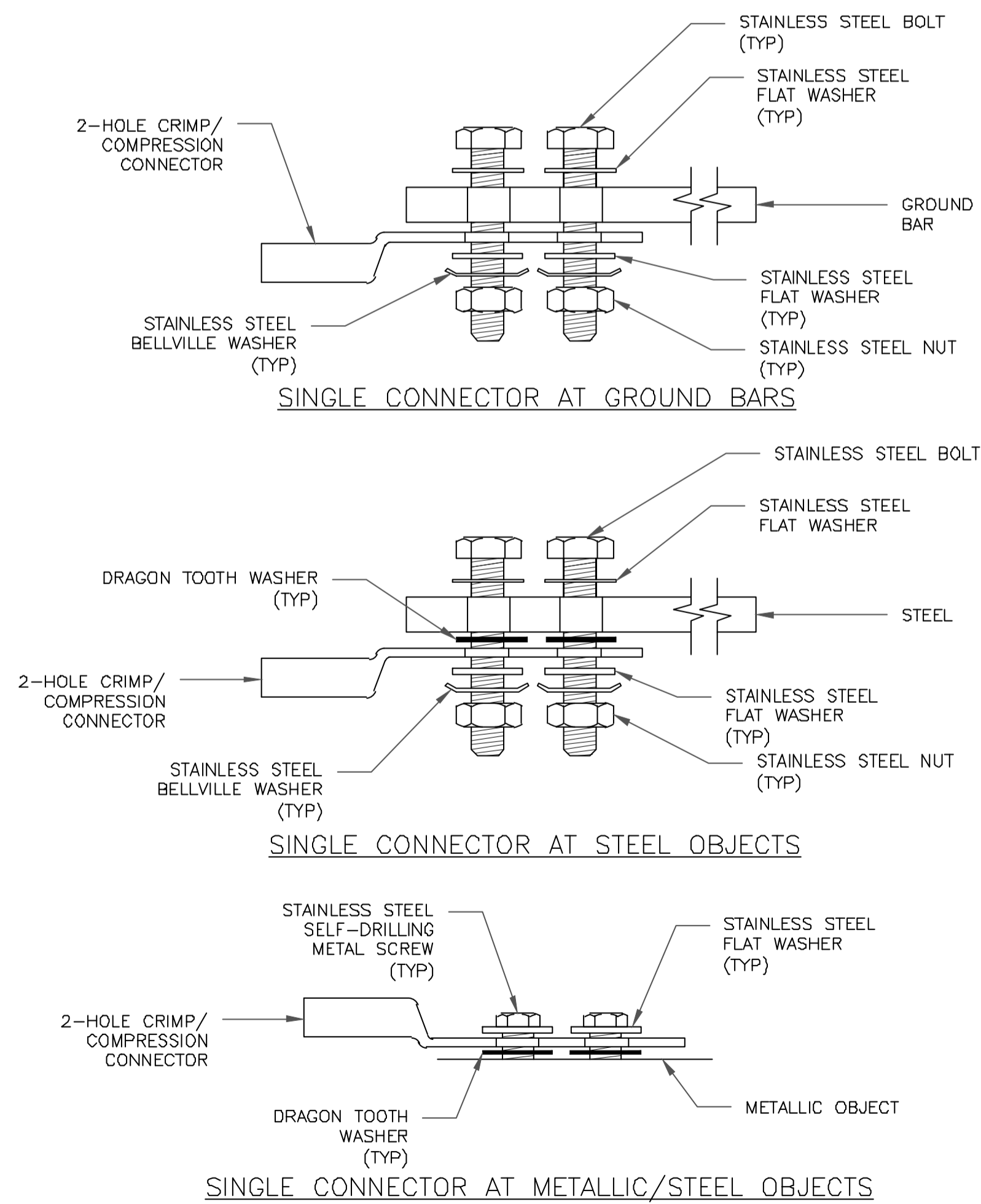


- NOTE:
1. ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH CONSTRUCTION MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.
 2. MOLD TYPE ONLY TO BE USED BELOW GRADE WHEN CONNECTING GROUND RING TO GROUND ROD.

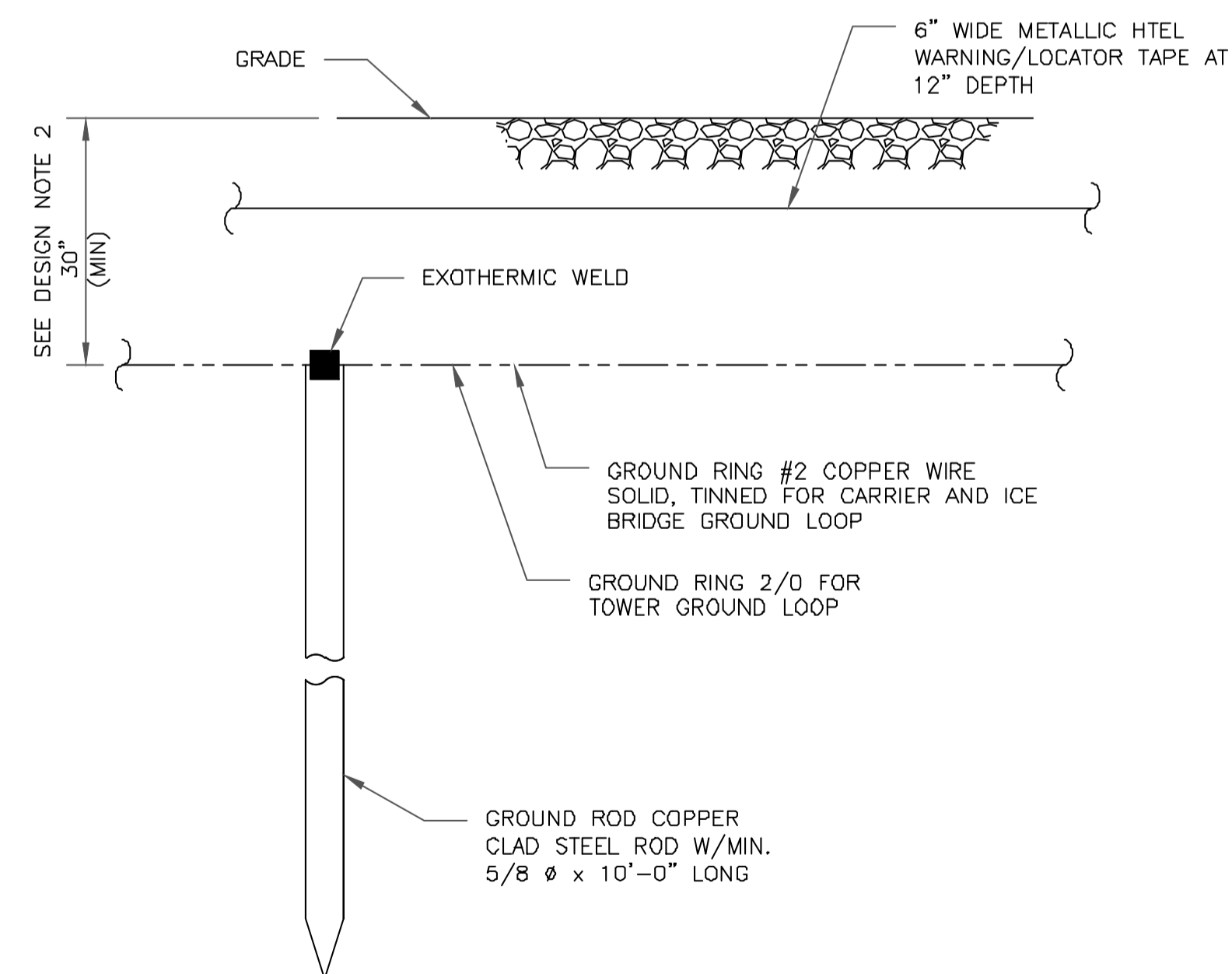
1 CADWELD GROUNDING CONNECTIONS
SCALE: NOT TO SCALE



2 TRANSITIONING GROUND DETAIL
SCALE: NOT TO SCALE



3 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE



- NOTES:
1. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL.
 2. GROUND WIRE SHALL BE MIN. 30" BELOW GRADE OR 6" BELOW FROST LINE. (WHICH EVER IS GREATER) AS PER N.E.C. ARTICLE 250-50(D)

4 GROUND ROD DETAIL
SCALE: NOT TO SCALE

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Seattle, WA 98109

Phone:
www.crowncastle.com

VIA BOX LINK
CITY OF GARDEN CITY, ID

October 7, 2022

CITY OF GARDEN CITY, ID
Ms. Hannah Veal
Planning & Zoning
6015 GLENWOOD STREET
GARDEN CITY, ID 83714-1347

*******NOTICE OF ELIGIBLE FACILITIES REQUEST*******

RE: Request for Minor Modification to Existing Wireless Facility – Section 6409
Site Address: 8247 W State Street, Garden City, ID 83714
CONDITIONAL USE PERMIT – T-MOBILE – GENERATOR ADD

Crown Site Number: 824322 / Crown Site Name: GrdnCity_Roe
Customer Site Number: SLO2089D / Application Number: 581653

-Pre-application meeting: Completed via MSFT Teams with Hannah Veal
-Community meeting: Completed via Zoom on September 13, 2022

Dear Hannah,

On behalf of T-Mobile West LLC (“T-Mobile” or “Applicant”), Crown Castle USA Inc. (“Crown Castle”) is pleased to submit this request to modify the existing wireless facility noted above through the collocation, replacement and/or removal of the Applicant’s equipment as an eligible facilities request for a minor modification under Section 6409¹ and the rules of the Federal Communications Commission (“FCC”).²

Section 6409 mandates that state and local governments must approve any eligible facilities request for the modification of an existing wireless tower or base station that does not substantially change the

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

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

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



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physical dimensions of such tower or base station. Under Section 6409, to toll the review period, if the reviewing authority determines that the application is incomplete, it must provide written notice to the applicant within 30 days, which clearly and specifically delineates all missing documents or information reasonably related to whether the request meets the federal requirements.³ Additionally, if a state or local government, fails to issue any approvals required for this request within 60 days, these approvals are deemed granted. The FCC has clarified that the 30-day and 60-day deadlines begins when an applicant: (1) takes the first step required under state or local law; and (2) submits information sufficient to inform the jurisdiction that this modification qualifies under the federal law⁴. Please note that with the submission of this letter and enclosed items, the thirty and sixty-day review periods have started. Based on this filing, the deadline for written notice of incomplete application is November 6, 2022, and the deadline for issuance of approval is December 6, 2022.

The proposed scope of work for this project includes:

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

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

- (1) Eligible Facilities Request Cover Letter and narrative (see this document), with **Attachment “A,”** Section 6409 Substantial Change Checklist, and **Exhibit “B,”** Proposed Scope of Work, **Exhibit “C,”** Photo of subject site; **Exhibit “D,”** Location map; and **Exhibit “E,”** Crown Castle authorization to submit permit applications;
- (2) City of Garden City Conditional Use Permit application form;
- (3) Compliance Statement and Statement of Intent;
- (4) Neighborhood Map;
- (5) Site Plan;
- (6) Construction drawings prepared by Morrison Hershfield dated 2/4/2022 (note: date on the CD’s should be 2/4/2022);
- (7) Photos of the site (in lieu of landscaping plan);
- (8) Neighborhood Meeting verification – meeting held on September 13, 2022, including list of mailing labels (addresses) the notice was sent to and a copy of the community meeting notice;
- (9) Affidavit of Legal Interest;
- (10) Ada County assessor information;
- (11) Waiver List of Application Materials; and
- (12) Warranty Deed.

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



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

Regards,

Gary Abrahams

Gary Abrahams
GMA Network Services, LLC
Agent for Crown Castle



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www.crowncastle.com

Attachment "A"

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

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

Criteria for Towers Outside the Public Rights of Way

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

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

Attachment "B"**Proposed Scope of Work**

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO INCREASE ON-AIR RELIABILITY AND PROVIDE STANDBY ELECTRIC POWER.

TOWER SCOPE OF WORK

- NO TOWER WORK

GROUND SCOPE OF WORK

- INSTALL (1) GENERAC DIESEL GENERATOR (GENERAC SD025 WITH 211 GALLON TANK & LEVEL 2 ACOUSTIC ENCLOSURE) ON EXISTING/PROPOSED CONCRETE PAD
- INSTALL (1) ATS ON UTILITY FRAME
- INSTALL (3) 1" PVC SCH 40 CONDUITS
- INSTALL (1) 2" PVC SCH 40 CONDUIT
- INSTALL (2) 20A BREAKERS IN EXISTING PPC
- REPLACE EXISTING METER BASE WITH NEW METER/DISCONNECT



1505 Westlake Ave N., #800
Seattle, WA 98109

Phone:
www.crowncastle.com

Attachment "C"
Photo of Subject Site



Attachment “D”

Location Map





1505 Westlake Ave N., #800
Seattle, WA 98109

Phone:
www.crowncastle.com

Attachment "E"

Crown Castle Authorization to Submit for permit applications



Crown Castle
1505 Westlake Avenue North
Suite 800
Seattle, WA 98109

September 17, 2020

Re: Crown Castle – PNW
Subject: Gary Abrahams – Authorized Consultant for Crown Castle

Dear Reviewing Parties:

This letter serves to notify you that Crown Castle has retained the services of Gary Abrahams, as approved agent to submit application for and obtain local jurisdiction approvals including but not limited to zoning and building permits. This includes applicable permitting for any and all customers seeking to install or modify their equipment on Crown Castle towers.

Please feel free to contact me directly with any questions. Thank you for your expeditious processing of applications filed by Mr. Abrahams.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Chris Listfield'.

Chris Listfield
Site Acquisition Project Manager – Seattle
Chris.Listfield@crowncastle.com
(206) 336-7403

The pathway to possible.
CrownCastle.com

The Foundation for a Wireless World

CrownCastle.com

NEIGHBORHOOD MAP



COMMUNITY MEETING REPORT

Date of community meeting: Tuesday, September 13, 2022

Location: Meeting held via Zoom

Time of Meeting: 6 PM Mountain time (5 PM Pacific time)

Project: T-Mobile's proposed modifications at this existing wireless communication facility

Address: 8247 W. State Street, Garden City, ID

Attendees: No one from the community attended the meeting

NOTICE OF COMMUNITY MEETING

PROPOSED MODIFICATIONS TO EXISTING T-MOBILE INSTALLATION AT 8247 W. STATE STREET, GARDEN CITY, ID

PROPOSED PROJECT DETAILS AND SCOPE OF WORK:

T-Mobile proposes the following work:

TOWER SCOPE OF WORK

- NO TOWER WORK

GROUND SCOPE OF WORK

- INSTALL (1) GENERAC DIESEL GENERATOR (GENERAC SD025 WITH 211 GALLON TANK & LEVEL 2 ACOUSTIC ENCLOSURE) ON EXISTING / PROPOSED CONCRETE PAD
- INSTALL (1) ATS ON UTILITY FRAME
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- INSTALL (1) 2" PVC SCH 40 CONDUIT
- INSTALL (2) 20A BREAKERS IN EXISTING PPC
- REPLACE EXISTING METER BASE WITH NEW METER/DISCONNECT

MEETING INFORMATION:

**The meeting will be held on Tuesday, September 13, 2022
@ 6:00 PM Mountain Time**

The meeting will be held via **ZOOM**, and can be accessed on-line or
via phone at the links below:

Join on-line:

<https://zoom.us/j/97437031917?pwd=Z1lTZk1QemNnYUJSZ0pNeGtRbXh3UT09>

Meeting ID: 974 3703 1917

Passcode: 560465

One tap mobile

+12532158782,,97437031917#,,,,*560465# US (Tacoma)

+16699006833,,97437031917#,,,,*560465# US (San Jose)

Dial by your location

+1 253 215 8782 US (Tacoma)

+1 669 900 6833 US (San Jose)

+1 719 359 4580 US

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 564 217 2000 US

+1 646 876 9923 US (New York)

Meeting ID: 974 3703 1917

Passcode: 560465

Find your local number: <https://zoom.us/j/adKmyfKR8K>

LAIRD ANDREA
8351 W PAMELA ST
GARDEN CITY, ID 83714-0000

HALPIN GERARD J
8333 W PAMELA ST
GARDEN CITY, ID 83714-0000

SOMMER SCOTT E
8315 W PAMELA ST
GARDEN CITY, ID 83714-0000

MURDOCK TAYLOR LEE DAVID
6934 S BOYSENBERRY AVE
BOISE, ID 83709-6568

SOMMER MICHAEL W
8279 W PAMELA ST
GARDEN CITY, ID 83714-0000

HATFIELD DAVID
1464 E TERRITORY DR
MERIDIAN, ID 83646-6547

HATCH SHELLEY J
2804 S BLACKSPUR WAY
MERIDIAN, ID 83642-0000

MCCALEB CLINTON
12862 N 10TH AVE
BOISE, ID 83714-0000

DANIEL MORGAN
8360 W PAMELA ST
GARDEN CITY, ID 83714-0000

CARTER RICHARD
8332 W PAMELA ST
GARDEN CITY, ID 83714-0000

STEVENSON JEFFREY
8314 W PAMELA ST
GARDEN CITY, ID 83714-0000

HFP REDLEG 12 LLC
PO BOX 140111
GARDEN CITY, ID 83714-0000

HENRY JUDITH A
8270 W PAMELA ST
BOISE, ID 83714-0000

ELDER KIMBERLEY JEAN
8252 W PAMELA ST
GARDEN CITY, ID 83714-0000

LAFRANCE EMILY MARIE
8234 W PAMELA ST
GARDEN CITY, ID 83714-0000

DBII LLC
9884 STONY BROOK WAY
MIDDLETON, ID 83644-0000

STATE OF IDAHO (DEPT OF
FORESTRY)
8355 W STATE ST
BOISE, ID 83714-6071

PETERSON CHARLES RAY
307 E 680 N
LINDON, UT 84042-0000

BISS JOHN W
499 S MERIDIAN RD
MERIDIAN, ID 83642-0000

MH RENTALS LLC
1272 N TYRA AVE
BOISE, ID 83713-0000

STATE OF IDAHO (DEPT OF LANDS)
300 N 6TH ST
BOISE, ID 83702-0000

MHC SHENANDOAH ESTATES LLC
PO BOX 6115
CHICAGO, IL 60606-0000

MHC SHENANDOAH ESTATES LLC
PO BOX 6115
CHICAGO, IL 60606-0000

DBII LLC
9884 STONY BROOK WAY
MIDDLETON, ID 83644-0000

Hanna Veal, Associate Planner
City of Garden City
6015 Glenwood Street
Garden City, ID 83714

OBJECTID	PARCEL	PRIMARY OWNER	ADDRESS	CITY, STATE, ZIP
1	R0719420080	LAIRD ANDREA	8351 W PAMELA ST	GARDEN CITY, ID 83714-0000
2	R0719420090	HALPIN GERARD J	8333 W PAMELA ST	GARDEN CITY, ID 83714-0000
3	R0719420100	SOMMER SCOTT E	8315 W PAMELA ST	GARDEN CITY, ID 83714-0000
4	R0719420110	MURDOCK TAYLOR LEE DAVID	6934 S BOYSENBERRY AVE	BOISE, ID 83709-6568
5	R0719420120	SOMMER MICHAEL W	8279 W PAMELA ST	GARDEN CITY, ID 83714-0000
6	R0719420130	HATFIELD DAVID	1464 E TERRITORY DR	MERIDIAN, ID 83646-6547
7	R0719420140	HATCH SHELLEY J	2804 S BLACKSPUR WAY	MERIDIAN, ID 83642-0000
8	R0719420170	MCCAULEY CLINTON	12862 N 10TH AVE	BOISE, ID 83714-0000
9	R0719420180	DANIEL MORGAN	8360 W PAMELA ST	GARDEN CITY, ID 83714-0000
10	R0719420190	CARTER RICHARD	8332 W PAMELA ST	GARDEN CITY, ID 83714-0000
11	R0719420200	STEVENSON JEFFREY	8314 W PAMELA ST	GARDEN CITY, ID 83714-0000
12	R0719420210	HFP REDLEG 12 LLC	PO BOX 140111	GARDEN CITY, ID 83714-0000
13	R0719420220	HENRY JUDITH A	8270 W PAMELA ST	BOISE, ID 83714-0000
14	R0719420230	ELDER KIMBERLEY JEAN	8252 W PAMELA ST	GARDEN CITY, ID 83714-0000
15	R0719420240	LAFRANCE EMILY MARIE	8234 W PAMELA ST	GARDEN CITY, ID 83714-0000
16	R0719420250	DBII LLC	9884 STONY BROOK WAY	MIDDLETON, ID 83644-0000
17	R8123251765	STATE OF IDAHO (DEPT OF FORESTRY)	8355 W STATE ST	BOISE, ID 83714-6071
18	S0524233604	PETERSON CHARLES RAY	307 E 680 N	LONDON, UT 84042-0000
19	S0524233630	BISS JOHN W	499 S MERIDIAN RD	MERIDIAN, ID 83642-0000
20	S0524233640	MH RENTALS LLC	1272 N TYRA AVE	BOISE, ID 83713-0000
21	S0524233660	STATE OF IDAHO (DEPT OF LANDS)	300 N 6TH ST	BOISE, ID 83702-0000
22	S0524244410	MHC SHENANDOAH ESTATES LLC	PO BOX 6115	CHICAGO, IL 60606-0000
23	S0524244412	MHC SHENANDOAH ESTATES LLC	PO BOX 6115	CHICAGO, IL 60606-0000
24	S0524244452	DBII LLC	9884 STONY BROOK WAY	MIDDLETON, ID 83644-0000

24

Gary Abrahams
For Crown Castle
590 - 1st Ave. S., #705
Seattle, WA 98104



COMMUNITY MEETING NOTICE

LAFRANCE EMILY MARIE
8234 W PAMELA ST
GARDEN CITY, ID 83714-0000

If you have any questions about the
community meeting,
contact Gary Abrahams, Agent for
Crown Castle, at
206-349-4279

EXAMPLE

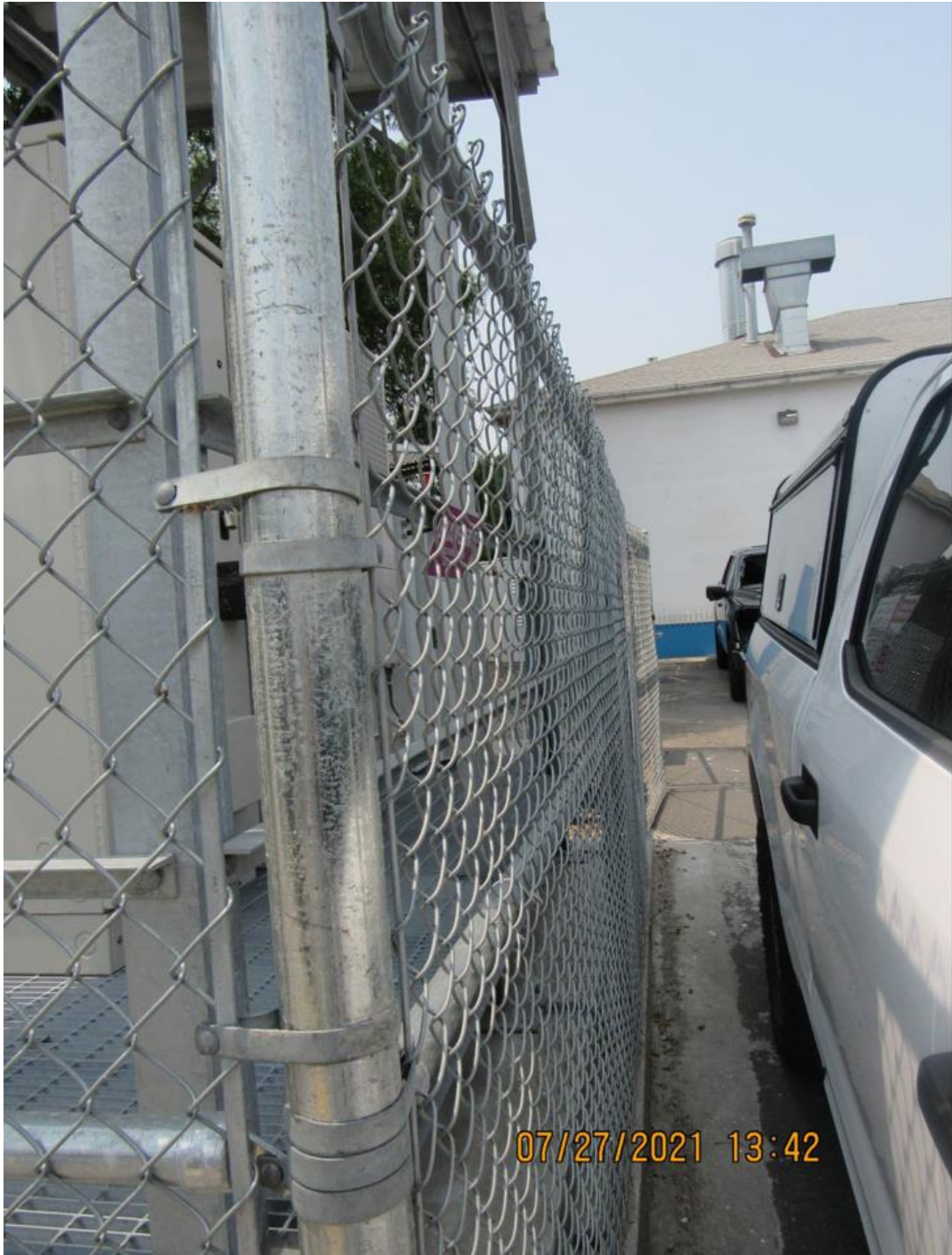
8247 W. State Street, Garden City, ID
Conditional Use Permit application

PHOTOS OF SUBJECT SITE

The tower is in the parking lot, with existing screening to the south











NOTE:
THIS IS NOT A SURVEY. ALL INFORMATION AND TRUE NORTH HAVE BEEN OBTAINED FROM EXISTING DRAWINGS AND JURISDICTIONAL GIS INFORMATION AND ARE APPROXIMATE.

NOTE:
PLAN INFORMATION CONTAINED HEREIN IS TAKEN FROM THE DOCUMENTS PROVIDED BY CLIENT. NEITHER WARRANTY NOR GUARANTEE IS GIVEN BY THE ARCHITECT NOR MORRISON HERSHFIELD CORPORATION TO THE ACCURACY NOR THE COMPLETENESS OF THE COPIED COMPOUND PLAN INFORMATION.

SITE PLAN DISCLAIMER:
PROPERTY LINES AND STRUCTURES HAVE BEEN DIGITIZED FROM GOOGLE MAPS. CROWN CASTLE USA INC. HAS NOT COMPLETED A SITE SURVEY AND THEREFORE MAKES NO CLAIMS AS TO THE ACCURACY OF INFORMATION DEPICTED ON THIS SHEET.

T-Mobile

12920 SE 38TH STREET
BELLEVUE, WA 98006

CROWN CASTLE

2055 S. STEARMAN DRIVE
CHANDLER, AZ 85286



MORRISON HERSHFIELD
1455 LINCOLN PARKWAY, SUITE 500
ATLANTA, GA 30346
Tel: 770.379.8500
Fax: 770.379.8501
www.morrisonhershfield.com

T-MOBILE SITE NUMBER:
SL02089D

BU #: 824322
GRDNCITY_ROE

8247 W STATE STREET
GARDEN CITY, ID 83714

EXISTING 118'-0"
MONOPOLE

MORRISON HERSHFIELD PROJECT # CN5-036R3 / 2101398.00

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	12/20/2021	DLM	PRELIMINARY	CG
0	02/04/2021	CG	FINAL	CG



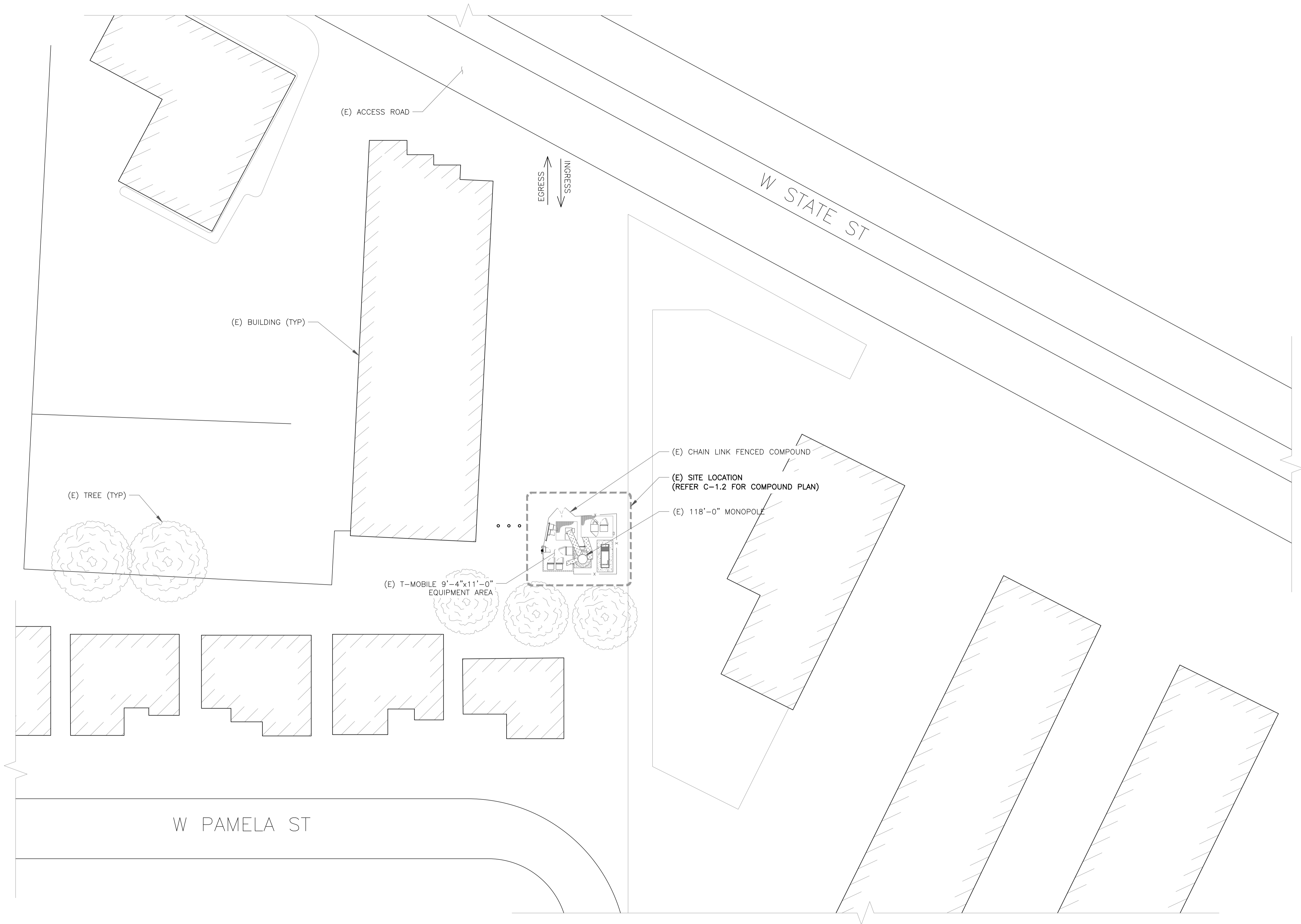
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER:

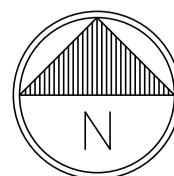
C-1.1

REVISION:

0



1 OVERALL SITE PLAN
SCALE: 1"=20'-0" (FULL SIZE)
1"=40'-0" (11x17)



T-Mobile

12920 SE 38TH STREET
BELLEVUE, WA 98006

CROWN
CASTLE

2055 S. STEARMAN DRIVE
CHANDLER, AZ 85286



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T-MOBILE SITE NUMBER:
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GRDNCITY_ROE

8247 W STATE STREET
GARDEN CITY, ID 83714

EXISTING 118'-0"
MONOPOLE

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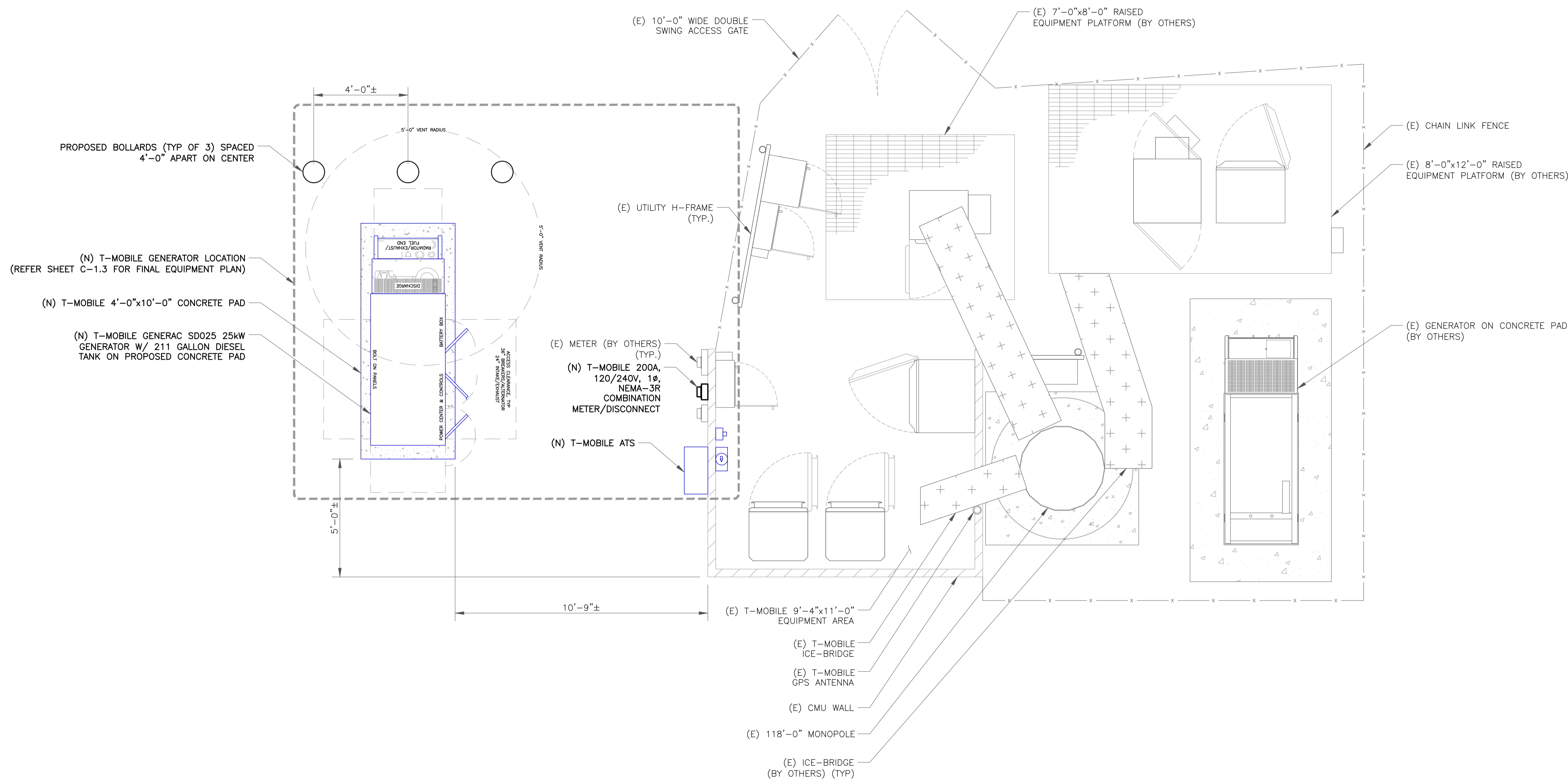
IT IS A VIOLATION OF LAW FOR ANY PERSON,
UNLESS THEY ARE ACTING UNDER THE DIRECTION
OF A LICENSED PROFESSIONAL ENGINEER,
TO ALTER THIS DOCUMENT.

SHEET NUMBER:

C-1.2

REVISION:

0



1 COMPOUND PLAN
SCALE: 3/8"=1'-0" (FULL SIZE)
3/16"=1'-0" (11x17)



**Conditional Use Permit application
T-Mobile generator installation
8247 W. State St., Garden City, ID
BU: 824322, App: 581653**

WAIVER LIST

The following items are requested to be waived for this submittal:

- Will serve letter – not required for a generator installation
- Irrigation/Ditch company authorization letter – not required for a generator installation
- Structural Documentation – not required for a generator installation



WARRANTY DEED

FOR VALUE RECEIVED

Blynn Properties, L.L.C., a Limited Liability Company as to Parcel 1 and Blynn Properties, LLC, an Idaho Limited Liability Company as to Parcel 2 GRANTOR(s) does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

DBII LLC, an Idaho limited liability company

GRANTEE(s), whose current address is: 9884 Stony Brook Way, Middleton, ID 83644 the following described real property in Ada County, State of ID more particularly described as follows, to wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee(s), and Grantee(s) heirs and assigns forever. And Grantor(s) does(do) hereby covenant to and with said Grantee(s) that Grantor(s) is/are the owner(s) in fee simple of said premises, that said premises are free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year which are not yet due and payable and the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated this 10th day of June, 2020

Blynn Properties, L.L.C., an Idaho limited liability company as to Parcel 2 and Blynn Properties, L.L.C., an Idaho limited liability company as to Parcel 1

by:

Robert A Miller, Jr., Member

State of Idaho
County Ada

On this 10th day of June, in the year of 2020, before me the undersigned Notary Public in and for said State, personally appeared Robert A. Miller Jr., known or identified to me to be the member, of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Notary Public for IDAHO
Residing at: Kuna, ID
My Commission Expires: 3/29/22

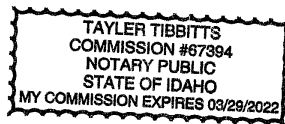
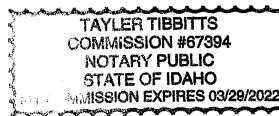


EXHIBIT A

Parcel I:

Commencing at the quarter section common to Section 23 and 24, Township 4 North, Range 1 East, Boise Meridian, Ada County, Idaho, thence
South 89 degrees 37' East 1451.10 feet to an iron pin, thence
North 83 degrees 21' West 299.67 feet to an iron pin, thence
North 21 degrees 23'30" East 475.89 feet to an iron pin, thence
North 62 degrees 00' West 127.49 feet to a point, thence
North 26 degrees 22' East 286.30 feet to an iron pin, the REAL POINT OF BEGINNING, thence
North 26 degrees 22' East 326.11 feet to a point on the Southerly boundary of the real right of way of Highway No. 44 thence
North 61 degrees 50' West 159.98 feet along said right of way to an iron pin, thence
South 0 degrees 35'30" West 367.72 feet to the REAL POINT OF BEGINNING.
Except that portion conveyed to Ada County Highway District by Instrument No. 95052011, records of Ada County.

Parcel II:

Lot 11 in Block 2 of Azalea Subdivision, according to the plat thereof file in Book 71 of Plats at Pages 7243 and 7244, records of Ada County, Idaho and amended by Warranty Deed recorded December 27, 1996 under Instrument No. 96106001.