

GLENN COUNTY
Planning & Community Development Services Agency

225 North Tehama Street
Willows, CA 95988
530.934.6540
www.countyofglenn.net



Mardy Thomas, Director

John Merritt
American Tower Asset Sub, LLC
630 Quintana Road #321
Morro Bay, CA, 93442

RE: **Conditional Use Permit Amendment 1998-003,**
(AMMD2023-003), Cell Tower Renewal
- Approval Notice

December 20, 2023

To Whom it May Concern,

On Wednesday, December 20, 2023, the Glenn County Planning Commission approved Conditional Use Permit 1998-003 Amendment with the Conditions of Approval enclosed with this letter.

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

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

Sincerely,

Courtney Paget
Assistant Planner
cpaget@countyofglenn.net

CONDITIONS OF APPROVAL

CONDITIONAL USE PERMIT 98-03, AMENDMENT

American Tower

APN: 032-230-010

Pursuant to the approval of the Glenn County Planning Commission, American Tower Corporation is granted an amendment to Conditional Use Permit 98-03.

1. That the area in operation shall be confined to those areas as delineated in Exhibit A as filed with the Glenn County Planning and Community Development Services Agency.
2. That the Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. That this conditional Use Permit authorizes only one operator at a time at this site. Any successor or assignee to American Tower shall send a letter to the Planning and Public Works Agency prior to assumption or transfer of operations stating that they have read and understand this Conditional Use Permit and agree to each and every condition thereof.
4. If upon approval of this Conditional Use Permit any health or safety hazard arises due to the operation allowed by this Conditional Use Permit, the Planning Commission shall hold a Public Hearing to hear comments and consider whether Conditions of Approval need to be revised, added or revoked.
5. That the permittee shall secure a permit from any other county or state agencies that are necessary with the Glenn County Planning and Community Development Services Agency.
6. That the permit holder shall comply with the terms and conditions of this Permit unless more restrictive conditions have been included in other required permits in which case the more restrictive shall apply.
7. That the noise from the support equipment and permanent installation shall not exceed 60 decibels at the property line at all times.
8. That the applicant shall pay an annual Mitigation Monitoring Fee of two hundred fifty dollars (\$250.00) within ten (10) working days from the date of approval of the

amendment of the Conditional Use Permit. The Fee shall be paid on September 1 of each following year and shall continue until the cellular tower is abandoned in accordance with California Public Resources Code and California Code of Regulations, and the site has been completely reclaimed and approved by the Planning and Public Works Agency Director.

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

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

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

Acknowledgment

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

AGENT:

American Tower

Date

GLENN COUNTY
Planning & Community Development Services Agency

225 North Tehama Street
Willows, CA 95988
530.934.6540
www.countyofglenn.net



Mardy Thomas, Director

STAFF REPORT

MEETING DATE: December 20, 2023
TO: Glenn County Planning Commission
FROM: Courtney Paget, Assistant Planner
SUBJECT: Conditional Use Permit Amendment 1998-003
(AMMD2023-003), Cell Tower Renewal

Attachments:

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

1 PROJECT SUMMARY

On August 19, 1998, the Glenn County Planning Commission approved Conditional Use Permit 1998-003 to construct a cellular communications tower and accessory structures. On September 17, 2008, the Glenn County Planning Commission approved a fifteen-year renewal, expiring on August 19, 2023. American Tower has applied for an amendment requesting renewal of Conditional Use Permit 1998-003 to continue the existing operations; without expiration.

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

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

The project is located at 480 6th Street, Hamilton City on the north side of 6th street (State Highway 32), in the unincorporated area of Glenn County, California.

1.1 RECOMMENDATIONS

That the Planning Commission find that no subsequent environmental review is necessary pursuant to CEQA Guidelines Section 15162; and that the Planning Commission grant perpetuity for Condition Use Permit 1998-003, with the Findings as stated in the Staff Report and the corresponding revised Conditions of Approval.

2 ANALYSIS

2.1 ENVIRONMENTAL DETERMINATION

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

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

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

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

This project is only for the extension of the conditional use permit; there is no expansion proposed at this time; agencies provided no comments regarding impacts. It is, therefore,

concluded that the extension is not a new significant environmental effect or a substantial increase in the severity of a previously identified effect.

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

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

2. *New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*
 - A. *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

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

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

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

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

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

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

The operator shall continue to comply with all local, state, and federal regulations and permitting requirements for the facility. This project revision will result in no potentially

significant impacts to the environment with implementation of the conditions of approval, adopted best management practices, and all applicable federal, state, and local laws and regulations.

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

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

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

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

Maximum Building Height (Glenn County Code §15.44.070):

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

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

This project is only for the extension of the conditional use permit; there are no expansion proposed at this time. The cellular tower is currently 113 feet in height, this extension will not increase the towers maximum height.

Minimum Yard Requirements (Glenn County Code §15.44.060):

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

2.2.2 Conditional Use Permit (Glenn County Code Chapter 15.22)

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

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

Findings (Glenn County Code §15.22.020)

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

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

The proposed amendment to Conditional Use Permit 1998-003 is to grant perpetuity, the use is necessary and desirable to continue providing communication services to the traveling public and numerous residents of Glenn County.

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

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

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

The existing 2,209 square foot compound is adequate in size and shape to accommodate the maintenance and use of the existing equipment. The project is for the extension of the conditional use permit; there are no expansions or new structures being proposed at this time. The existing site is adequate in size and shape to accommodate this proposal. There is adequate space for on-site parking and unloading/loading.

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

The granting of this amendment to Conditional Use Permit 1998-003 will not adversely affect the Glenn County General Plan or any area plan of the County because the proposed project conforms to the General Plan and County Code. The proposed project is consistent with the Land Use Designation of "Industrial" and the zoning designation of "M" (Industrial). The proposed project is a permitted use with a conditional use permit. The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code.

2.2.3 Conditions of Approval (Updated 2023)

Pursuant to the approval of the Glenn County Planning Commission, on December 20, 2023, American Tower Asset Sub, LLC is hereby granted perpetuity for Conditional Use Permit 1998-003. The extension of Conditional Use Permit 1998-003 will no longer set to expire; however, the

Conditional Use Permit may be revoked as described in the Glenn County Code, or other legal means.

3 GENERAL PROVISIONS

Flood Zone Designation:

Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No. 06021C0452D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (shaded) is a flood zone area of minimal flood hazard, with a flood level above the 500-year flood, according to FIRMS. Additionally, "X" flood area is generally protected by levee from 100-year floods.

Fire Protection Regulations:

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

4 COMMENTS

Request for Review requesting comments on the proposal was sent on September 25, 2023. The following agencies submitted comments regarding this proposal. The comment letters are included with this report for review.

Glenn County Environmental Health:

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

Pacific Gas and Electric Company:

Pacific Gas and Electric (PG&E) was provided the application information and submitted a letter regarding the proposal (attached).

5 OTHER REQUIREMENTS

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

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

In addition to the Conditions of Approval, the applicant's and his/her technical or project management representative's attention is directed to the project comments from other agencies reviewing the application. The items noted are a guide to assist the applicant in meeting the requirements of applicable government codes. Project comments may also note

any unusual circumstances that need special attention. The items listed are a guide and not intended to be a comprehensive summary of all codified requirements or site-specific requirements.

6 FINDINGS

6.1 FINDING FOR CEQA EXEMPTION

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

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

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

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

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

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

6.2 FINDINGS FOR CONDITIONAL USE PERMIT

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

Finding 1

That Conditional Use Permit 1998-003 is no longer set to expire; however, the Conditional Use Permit may be revoked as described in the Glenn County Code or other legal means.

Finding 2

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

Finding 3

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

Finding 4

That the granting of this amendment to Conditional Use Permit 1998-003 will not adversely affect the Glenn County General Plan or any area plan of the County because the proposed project conforms to the General Plan and County Code. The proposed project is consistent with the Land Use Designation of "Industrial" and the zoning designation of "M" (Industrial). The proposed project is a permitted use with a conditional use permit. The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code.

7 SAMPLE MOTIONS

Environmental Determination

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

Conditional Use Permit

I (further) move that the Planning Commission approve the proposed amendment to Conditional Use Permit 1998-003 with the Findings as presented in the Staff Report and the existing Conditions.

CONDITIONS OF APPROVAL

CONDITIONAL USE PERMIT 98-03, AMENDMENT

American Tower
APN: 032-230-010

Pursuant to the approval of the Glenn County Planning Commission, American Tower Corporation is granted an amendment to Conditional Use Permit 98-03.

1. That the area in operation shall be confined to those areas as delineated in Exhibit A as filed with the Glenn County Planning and Community Development Services Agency.
2. That the Applicant(s) and/or successor(s) in interest shall defend, hold harmless and indemnify Glenn County from any claim, action or proceeding against Glenn County and/or its agents, officers and employees, to attack, set aside, void or annul the approval(s) granted by Glenn County concerning this proposal/project or any action relating to or arising out of such approval. The Applicant(s) and/or successor(s) in interest shall further indemnify Glenn County and/or its agents, officers and employees from liability for any award, damages, costs and fees, including but not limited to legal fees and costs, incurred by the County and/or awarded to any plaintiff in any action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant(s) and/or successor(s) in interest further agree to provide a defense for the County in any such action.
3. That this conditional Use Permit authorizes only one operator at a time at this site. Any successor or assignee to American Tower shall send a letter to the Planning and Public Works Agency prior to assumption or transfer of operations stating that they have read and understand this Conditional Use Permit and agree to each and every condition thereof.
4. If upon approval of this Conditional Use Permit any health or safety hazard arises due to the operation allowed by this Conditional Use Permit, the Planning Commission shall hold a Public Hearing to hear comments and consider whether Conditions of Approval need to be revised, added or revoked.
5. That the permittee shall secure a permit from any other county or state agencies that are necessary with the Glenn County Planning and Community Development Services Agency.
6. That the permit holder shall comply with the terms and conditions of this Permit unless more restrictive conditions have been included in other required permits in which case the more restrictive shall apply.
7. That the noise from the support equipment and permanent installation shall not exceed 60 decibels at the property line at all times.
8. That the applicant shall pay an annual Mitigation Monitoring Fee of two hundred fifty dollars (\$250.00) within ten (10) working days from the date of approval of the

amendment of the Conditional Use Permit. The Fee shall be paid on September 1 of each following year and shall continue until the cellular tower is abandoned in accordance with California Public Resources Code and California Code of Regulations, and the site has been completely reclaimed and approved by the Planning and Public Works Agency Director.

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

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

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

Acknowledgment

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

AGENT:

John Merritt, American Tower

Date

GLENN COUNTY Planning & Community Development Services Agency

225 North Tehama Street
Willows, CA 95988
530.934.6540
www.countyofglenn.net



Mardy Thomas, Director

REQUEST FOR REVIEW

COUNTY DEPARTMENTS/DISTRICTS

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

FEDERAL AGENCIES

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

OTHER

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

STATE AGENCIES

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

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

DATE: September 25, 2023

PROJECT: Conditional Use Permit 1998-003, Amendment
(AMMD2023-003), Cell Tower Extension

PLANNER: Courtney Paget, Assistant Planner, cpaget@countyofglenn.net

APPLICANT: American Tower
630 Quintana Road #321
Morro Bay, CA 93442
JM@empiremediacorp.com
805-771-0123

LANDOWNER: Westermann Farms
General Partnership
P.O. Box 1076
West Sacramento, CA 95691
530-826-3536

PROPOSAL: On August 19, 1998, the Glenn County Planning Commission approved Conditional Use Permit 1998-003 and adopted a Negative Declaration for Nextel Communications to construct a cellular tower and accessory structures. On September 17, 2008, the Glenn County Planning Commission approved the amendment of Conditional Use Permit 1998-003 to extend the life of the conditional use permit for an additional 15 years. American Tower has applied for an amendment requesting to continue the existing Conditional Use Permit 1998-003 operation without expiration.

This project is for the extension of the conditional use permit. Additional project information/documentation is included with the application and plot plan.

LOCATION: The existing cell tower facility is location at 480 6th Street, Hamilton City on the north side of 6th street (State Highway 32), in the unincorporated area of Glenn County, California.

APN: 032-230-010 (± 4.00 acres)

ZONING: "M" Industrial

GENERAL PLAN: "Industrial"

FLOOD ZONE: Flood Zone "X" according to Flood Insurance Rate Map (FIRM) No. 06021C0452D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "X" (shaded) is a flood zone area of minimal flood hazard, with a flood level above the 500-year flood, according to FIRMS. Additionally, "X" flood area is generally protected by levee from 100-year floods.

The Glenn County Planning Division is requesting comments on this proposal for determination of completeness, potential constraints, and/or proposed conditions of approval. If comments are not received by **Wednesday, October 18, 2023**, it is assumed

that there are no specific comments to be included in the initial analysis of the project. Comments submitted by e-mail are welcomed. Thank you for considering this matter.

AGENCY COMMENTS:

Please consider the following:

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

ATC 301220 PERMIT RENEWAL

Date Submitted: _____

**GLENN COUNTY
PLANNING AND COMMUNITY
DEVELOPMENT SERVICES AGENCY**

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

planning@countyofglenn.net

APPLICATION FOR CONDITIONAL USE PERMIT

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

1. Applicant(s):

Name: AMERICAN TOWER ASSET SUB, LLC

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

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

2. Property Owner(s):

Name: WESTERMANN FARMS GENERAL PARTNERSHIP

Address: PO BOX 1076, WEST SACRAMENTO, CA

Phone: 530-826-3536 E-Mail _____

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

Name: _____

Address: _____

Phone: _____ E-Mail _____

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

Name: JOHN MERRITT

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

5. Existing Use of Property: AGRICULTURE
6. Original Conditional Use Permit: 98-03
7. Request or Proposal: RENEW EXISTING USE PERMIT

8. Address and Location of Project: 480 6TH STREET, HAMILTON CITY, CA
9. Current Assessor's Parcel Number(s): 032-230-010-000
10. Existing Zoning (<http://gis.gcppwa.net/zoning/>): M
11. Provide any additional information that may be helpful in evaluating your proposal. Example - number of employees, hours of operation, number of truck deliveries/loadings per day: EXISTING CELL SITE SERVING THE AREA

12. Setback Dimensions (Distance from property line to proposed structure):
North: 220 ft. South: 449 ft.
East: 28 ft. West: 145 ft.
Other Setback/s: _____ ft.
13. Provide the following information:
Size of Assessor Parcel: 174,240 sq.ft. 4 acres
Mean height of structure: 113 ft. Peak height of structure: 113 ft.
Dimensions of proposed including overhangs: NA ft. x NA ft.
Total Square Footage (Existing): 2208 sq.ft.
Total Square Footage (Proposed): 2208 sq.ft.

ATC 301220 PERMIT RENEWAL

Glenn County Planning & Community Development Services Agency
Conditional Use Permit Amendment/Extension

DECLARATION UNDER PENALTY OF PERJURY

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

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

Applicant(s):

Signed:  _____

Print: Margaret Robinson, VP, UST Legal, American tower Asset Sub, LLC _____

Date: 8/9/23 _____

Address: 10 Presidential Way, Woburn, MA 01801 _____

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

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

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

Property Owner(s):

Signed: _____

Print: _____

Date: _____

Address: _____



AMERICAN TOWER®

SITE NAME: HAMILTON CITY
SITE NUMBER: 301220
SITE ADDRESS: 480 6TH STREET
HAMILTON CITY, CA 95951



AMERICAN TOWER®
ATC TOWER SERVICES, LLC
 3500 REGENCY PARKWAY
 SUITE 100
 CARY, NC 27518
 PHONE: (919) 468-0192

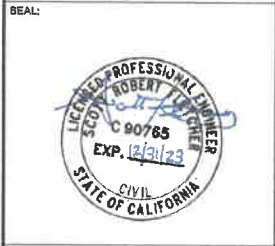
THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS OR INSTRUMENTS OR SERVICES ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIC PROJECT IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIORITY OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
△	FOR CONSTRUCTION	EB	08/14/23
△			
△			
△			

CONDITIONAL USE PERMIT RENEWAL

ATC SITE NUMBER:
301220
 ATC SITE NAME:
HAMILTON CITY
 SITE ADDRESS:
 480 6TH STREET
 HAMILTON CITY, CA 95951

COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION	SHEET INDEX					
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNMENT AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES. 1. 2022 CALIFORNIA ADMINISTRATIVE CODE 2. 2022 CALIFORNIA BUILDING CODE 3. 2022 CALIFORNIA RESIDENTIAL CODE 4. 2022 CALIFORNIA ELECTRICAL CODE 5. 2022 CALIFORNIA PLUMBING CODE 6. 2022 CALIFORNIA ENERGY CODE 7. 2022 CALIFORNIA FIRE CODE 8. 2022 CALIFORNIA EXISTING BUILDING CODE 9. 2021 INTERNATIONAL BUILDING CODE (IBC) 10. LOCAL BUILDING CODE 11. CITY/COUNTY ORDINANCES	<u>SITE ADDRESS:</u> 480 6TH STREET HAMILTON CITY, CA 95951 COUNTY: GLENN <u>GEOGRAPHIC COORDINATES:</u> LATITUDE: 39.74745897 LONGITUDE: -122.01414525 GROUND ELEVATION: 149' AMEL <u>ZONING INFORMATION:</u> JURISDICTION: GLENN COUNTY PARCEL NUMBER: 032-230-010-030	THIS SUBMITTAL IS FOR RE-PERMITTING WITH GLENN COUNTY. THIS SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS. NO CHANGES TO EXISTING ARE PROPOSED. PROJECT NOTES 1. THE FACILITY IS UNMANNED. 2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE. 3. EXISTING FACILITY MEETS OR EXCEEDS ALL FAA AND FCC REGULATORY REQUIREMENTS. 4. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT LAND DISTURBANCE OR EFFECT OF STORM WATER DRAINAGE. 5. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED. 6. HANDICAP ACCESS IS NOT REQUIRED.	SHEET NO: G-001 C-101 C-102 D-501	DESCRIPTION: TITLE SHEET OVERALL SITE PLAN DETAILED SITE PLAN & TOWER ELEVATION SIGNAGE	REV: 0 0 0 0	DATE: 08/14/23 08/14/23 08/14/23 08/14/23	BY: EB EB EB EB	
	UTILITY COMPANIES POWER COMPANY: PG&E PHONE: (800) 743-5002 TELEPHONE COMPANY: AT&T PHONE: (800) 322-1321	<u>TOWER OWNER:</u> AMERICAN TOWER ASSET SUB, LLC 10 PRESIDENTIAL WAY VIOBURN, MA 01801 <u>PROPERTY OWNER:</u> WESTERMANN FARMS 480 6TH STREET HAMILTON CITY, CA 95951 <u>ENGINEER:</u> ATC TOWER SERVICES 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 <u>AGENT:</u> BONNIE BELAIR ATTORNEY, AMERICAN TOWER 10 PRESIDENTIAL WAY VIOBURN, MA 01801	PROJECT LOCATION DIRECTIONS FROM OAKLAND, IS NORTH TO ORLAND AREA; EXIT EAST ON HWY 32 TOWARDS CHICO. GO THROUGH ORLAND AND CONTINUE TO HAMILTON CITY; LEFT (NORTH) INTO SITE AT NORTH SIDE OF HWY 32 @ WALSH AVENUE. THE SITE IS LOCATED AT THE NORTH END OF WESTERMANN FARMS YARD.					



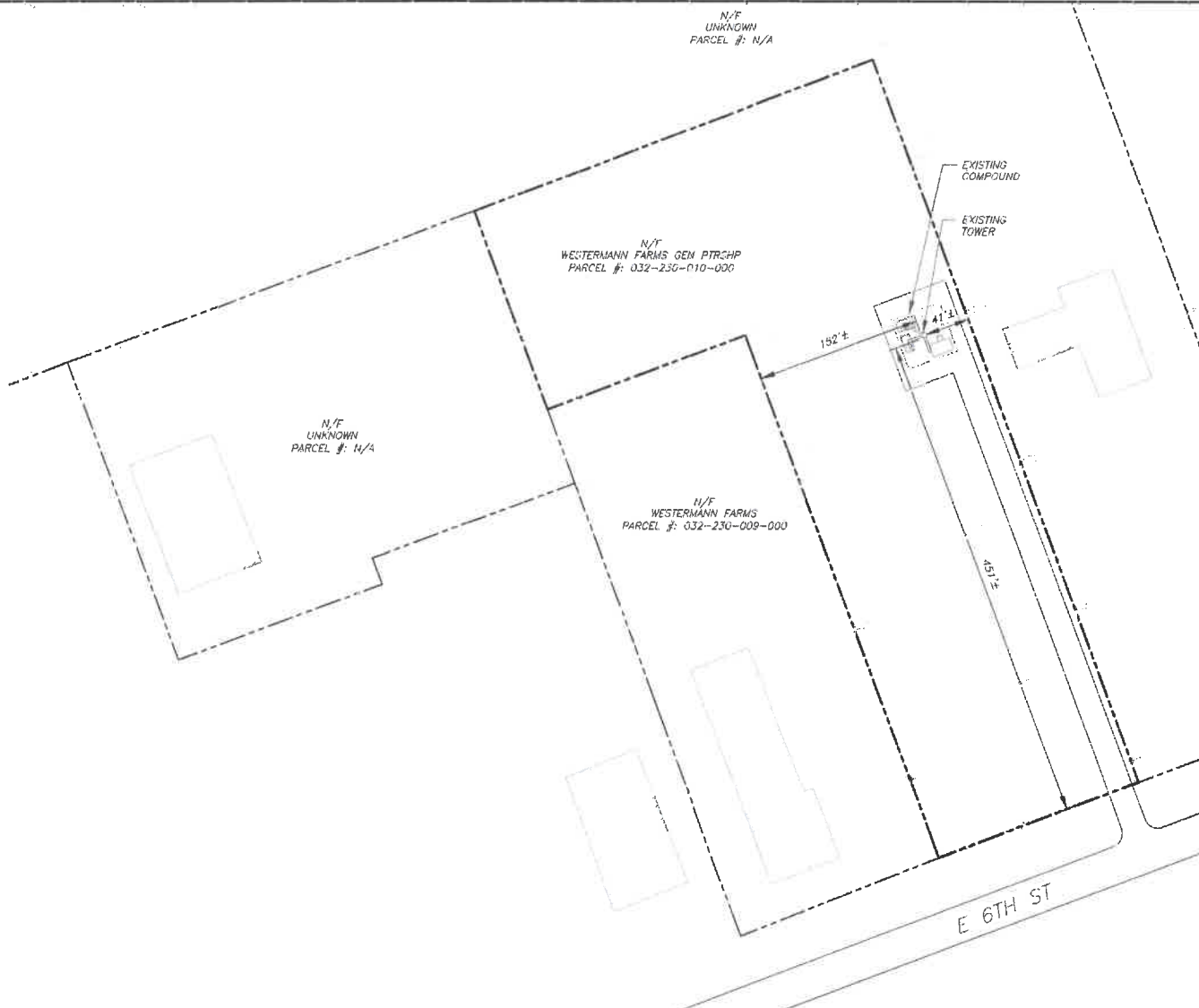
Scott Fletcher Digitally signed by Scott Fletcher
 Date: 2023.08.16 16:57:02 -04'00'

DATE DRAWN: 08/14/23
 ATC JOB NO: 14628253_E1
TITLE SHEET
 SHEET NUMBER: **G-001** REVISION: **0**



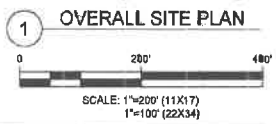
NOTES:
 1. THIS SET OF DRAWINGS IS INTENDED TO DEPICT EXISTING SITE CONDITIONS ONLY. THE PROJECT WILL NOT RESULT IN ANY PROPOSED WORK.

2. BOUNDARY INFORMATION OBTAINED FROM DATATREE ONLINE GIS



SURVEY LEGEND

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



THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATIONS AND/OR SERVICES ARE THE EXCLUSIVE PROPERTY OF AMERICANTOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICANTOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICANTOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND ADMINISTER AMERICANTOWER OF ANY DISCREPANCIES. ANY FUTURE RELEASE OF INFORMATION IS DISPENSED BY THE LATEST VERSION ON FILE WITH AMERICANTOWER.

REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	EB	08/14/23

ATC SITE NUMBER:
301220

ATC SITE NAME:
HAMILTON CITY

SITE ADDRESS:
 480 8TH STREET
 HAMILTON CITY, CA 95051

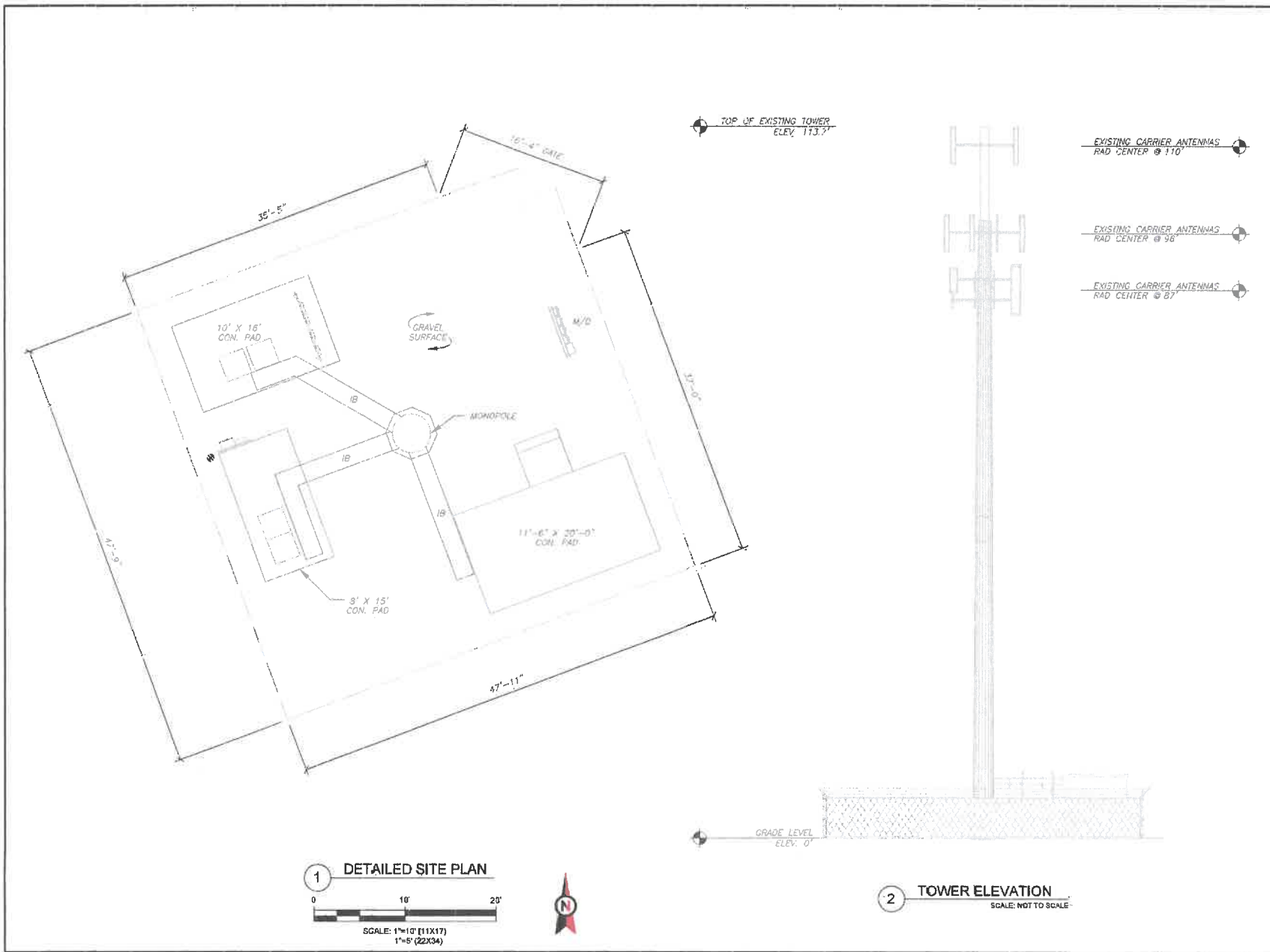


Digitally Signed: 2023-08-16

DATE DRAWN: 08/14/23
 ATC JOB NO: 14529253_E1

OVERALL SITE PLAN

SHEET NUMBER: C-101	REVISION: 0
-------------------------------	-----------------------




AMERICAN TOWER®
ATC TOWER SERVICES, LLC
 3800 REGENCY PARKWAY
 SUITE 100
 CARY, NC 27516
 PHONE: (919) 488-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED, WHETHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING 24-HOUR CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND AMERICAN TOWER OF ANY DISCREPANCIES. ANY ERROR OR OMISSION OF THE DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	EB	08/14/23

ATC SITE NUMBER:
301220

ATC SITE NAME:
HAMILTON CITY

SITE ADDRESS:
 480 8TH STREET
 HAMILTON CITY, CA 95951

SEAL:



Digitally Signed: 2023-08-16

DATE DRAWN: 08/14/23
 ATC JOB NO: 14528293_E1

DETAILED SITE PLAN & TOWER ELEVATION

SHEET NUMBER:	REVISION:
C-102	0

CAUTION

Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

NO TRESPASSING

In cooperation with Federal Communications Commission rules on radio frequency emissions (47 CFR 1.1307b)

ATC CAUTION AND NO TRESPASSING SIGN

WARNING

Beyond this point:
Radio frequency fields at this site may exceed FCC rules for human exposure.

For your safety, obey all posted signs and site guidelines for working in radio frequency environments.

In accordance with Federal Communications Commission rules on radio frequency emissions (47 CFR 1.1307b)

ATC RF WARNING AND FCC NUMBER SIGN

FCC TOWER REGISTRATION #
NOT REQUIRED

Posting of sign required by law

ATC STAND-ALONE FCC TOWER REGISTRATION SIGN



EXISTING SIGNAGE PHOTO

NOTICE
GUIDELINES FOR WORKING IN RADIOFREQUENCY ENVIRONMENTS

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

ATC RF PROGRAM NOTICE SIGN

AMERICAN TOWER

SITE NAME : HAMILTON CITY
SITE NUMBER : 301220
FCC REGISTRATION # : NOT REQUIRED

FOR LEASING INFORMATION: 877-282-7483 877-ATC-SITE
FOR EMERGENCIES CALL: 877-518-6937 877-51-TOWER

NO TRESPASSING
www.americantower.com

POSTING OF THIS SIGNAGE REQUIRED BY LAW

ATC SITE SIGN

REPLACEMENT OF SIGNAGE:

AS SIGNAGE BECOMES STOLEN, DAMAGED, BRITTLE OR FADED, IT SHOULD BE REPLACED WITH SIGNAGE PER THIS SPECIFICATION. ANY ACQUIRED SITE SHOULD HAVE NEW SIGNS POSTED WITHIN 60 DAYS UNLESS OTHERWISE SPECIFIED. ANY SITE SOLD SHOULD HAVE THE ATC SIGNS REMOVED WITHIN 30 DAYS UNLESS OTHERWISE SPECIFIED. ALL FCC OR REGULATORY SIGNAGE MUST BE INSTALLED OR REPLACED AS REQUIRED TO MEET OUR STANDARD. SIGNS SHOULD BE REPLACED ON NORMAL, QUARTERLY MAINTENANCE VISITS BY CONTRACTORS OR SITE MANAGERS, UNLESS OTHERWISE REQUIRED ON A CASE-BY-CASE BASIS.

NOTE:

EXTERIOR SIGNS ARE NOT PROPOSED EXCEPT AS REQUIRED BY THE FCC. ALL EXISTING SIGNAGE AND ANY FUTURE SIGNAGE WILL BE COMPLIANT WITH STATUTE 154-43.4 NO-HIGH-VOLTAGE SIGNAGE IS NECESSARY. NO HIGH-VOLTAGE EQUIPMENT PRESENT.

AMERICAN TOWER®
ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27815
PHONE: (919) 468-0112

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS COMPLETED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ANY SITE CONSTRUCTION NUMBER OR THIS PROJECT. CONTRACTORS MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY FUTURE EDITIONS OF THESE DRAWINGS SHALL BE REVISIONS BY THE LATEST REVISION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
1	FOR CONSTRUCTION	JRB	08/14/23

ATC SITE NUMBER:
301220

ATC SITE NAME:
HAMILTON CITY

SITE ADDRESS:
480 8TH STREET
HAMILTON CITY, CA 95051



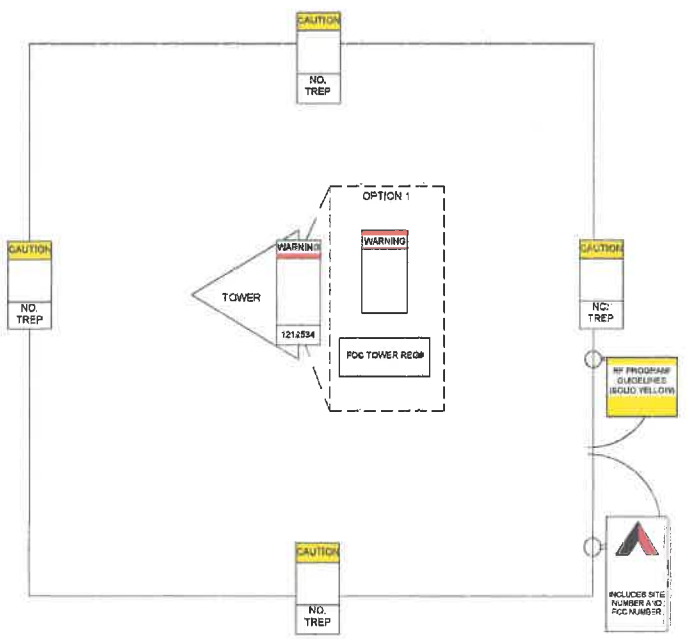
Digitally Signed: 2023-08-16

DATE DRAWN:	08/14/23
ATC JOB NO.:	14529293_E1

SIGNAGE

SHEET NUMBER:	REVISION:
C-501	0

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



THERE MUST BE AN ATC SIGN WITH SITE INFORMATION AND FCC REGISTRATION NUMBER AT BOTH THE ACCESS ROAD GATE (GATE OFF OF MAIN ROAD, IF APPLICABLE) AND COMPOUND FENCE (IF NO COMPOUND FENCE, THEN IN A CONSPICUOUS PLACE UPON DRIVE UP). IN ADDITION, PLEASE LOOK AT DIAGRAM FOR ALL ADDITIONAL SIGNS REQUIRED.

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

IMPORTANT: FOR ANY ATC SIGN THAT DOES NOT MEET THE ATC SPECIFICATION FOR SIGNAGE (E.G., SHARPIE/PEN, WORN LABELS, ETC.), BRING IT INTO COMPLIANCE (RE-WRITE IF WORN) AND FLAG FOR REPLACEMENT ASAP WITH THE APPROPRIATE PERMANENT SIGN YOU CAN ORDER THESE THROUGH THE WAREHOUSE.

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

SITE 301220 HAMILTON CITY PERMIT RENEWAL

PHOTO'S EVIDENCING CURRENT CONDITION





630 Quintana Road, Suite 321
Morro Bay, CA 93442

805-771-0123
JTMEMC@protonmail.com



630 Quintana Road, Suite 321
Morro Bay, CA 93442

805-771-0123
JTMEMC@protonmail.com

2007-7076
Recorded at the request of
NORTH STATE TITLE CO
11/15/2007 03:31P
Fee: 29.00 No of Pages:6

After recording please return to :
Tien Thoong, Account Executive
Parasec Incorporated
2804 Gateway Oaks Dr #200
Sacramento, CA 95833-3509

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

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX is \$ -0- Exempt
 computed on full value of property conveyed, or
 computed on full value less value of liens or
encumbrances remaining at time of sale,
 Unincorporated area: City of _____

The grantors and the
grantees in this
conveyance are
comprised of the same
parties who continue to
hold the same
proportionate interest
in the property, Rev &
Tax 11923(d).

CALIFORNIA
ASSIGNMENT AND ASSUMPTION OF LEASE

Hamilton City – 301220

Tax Parcel ID#: 032-230-007-9 and 032-230-010-9

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from
Tower Asset Sub, LLC, a Delaware limited liability company ("Assignor") to **American Tower
Asset Sub, LLC**, a Delaware limited liability company ("Assignee") whose mailing address is:
116 Huntington Avenue, Boston, MA 02116.

Agreement:

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable
consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as
follows:

1. Assignor does hereby irrevocably transfer and assign to Assignee all of the right,
title and interest of Assignor as lessee in, to and under the lease or other document described in
Schedule A attached hereto together with any easements and other agreements, permits, rights
and appurtenances pertaining thereto (in each case, to the extent assignable) (collectively, the




2007-7076
Pg: 1/6

“Land Lease”) and forming a part hereof, together with any and all of Assignor’s right, title and interest in and to the buildings, towers and other improvements located at the real property described on Exhibit 1 hereto and leased pursuant to such Land Lease, and all leases or subleases, prepaid rent and security deposits, with respect thereto pursuant to which Assignor leases any part thereof to others (collectively the “Tower Leases”). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.


2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written.

Tower Asset Sub, LLC, a Delaware limited liability company

By: 
H. Anthony Lehv
Senior Vice President

American Tower Asset Sub, LLC, a Delaware limited liability company

By: 
H. Anthony Lehv
Senior Vice President

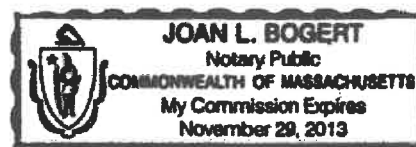
COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

On February 14, 2007 before me, Joan L. Bogert, a Notary Public in and for said County and State, personally appeared H. Anthony Lehv, Senior Vice President of **Tower Asset Sub, LLC**, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WHEREAS my hand and official seal.

Joan L. Bogert
(Signature of Notary Public)

Print Name:
My Commission Expires:
(NOTARIAL SEAL)



SEAL

COMMONWEALTH OF MASSACHUSETTS

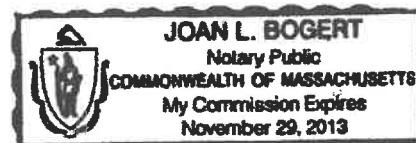
COUNTY OF SUFFOLK

On February 14, 2007 before me, Joan L. Bogert, a Notary Public in and for said County and State, personally appeared H. Anthony Lehv, Senior Vice President of **American Tower Asset Sub, LLC**, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WHEREAS my hand and official seal.

Joan L. Bogert
(Signature of Notary Public)

Print Name:
My Commission Expires:
(NOTARIAL SEAL)



SEAL



Schedule A
to Assignment and Assumption Agreement

Communications Site Lease Agreement (Ground) dated as of April 30, 1998 between Westermann Farms General Partnership as lessor and Nextel of California, Inc. d/b/a Nextel Communications, as lessee, as amended, a memorandum which (or other notice of which) is recorded in Document No. 2000-5944, which Communications Site Lease Agreement (Ground) affects the property described on Exhibit 1 hereto.



Exhibit 1
to Assignment and Assumption Agreement

Legal Description

(see attached)



Site Number: 301220
Site Name: Hamilton City
County: Glenn
State: California

The following Parent Parcel description is for reference only. The property encumbered is the leased premises only (as stated above).

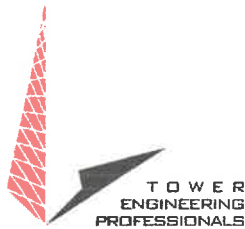
ALL THAT REAL PROPERTY SITUATE IN THE STATES OF CALIFORNIA, COUNTY OF GLENN, TOWN SITE OF HAMILTON CITY, BEING A PORTION OF PARCEL OF 2 AS SHOWN OF THE MAP ENTITLED PARCEL MAP FOR ALBERT AND ILLSE WESTERWANN, FILED SEPTEMBER 23, 1981 IN BOOK 8 OF PARCEL MAPS PAGE 50, GLENN COUNTY OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEASED PREMISES:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID "PARCEL 2", THENCE SOUTH $20^{\circ} 32' 00''$ EAST, ALONG THE EASTERLY BOUNDARY OF SAID "PARCEL 2", 196.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES, (1) CONTAINING ALONG SAID EASTERLY BOUNDARY SOUTH $20^{\circ} 32' 00''$ EAST, 50.00 FEET; (2) LEAVING SAID EASTERLY BOUNDARY SOUTH $89^{\circ} 28' 00''$ WEST, 50.00 FEET; (3) NORTH $20^{\circ} 32' 00''$ WEST, 50.00 FEET; (4) NORTH $89^{\circ} 28' 00''$ EAST, 50.00 FEET TO SAID TRUE POINT OF BEGINNING, CONTAINING 2500 SQUARE FEET MORE OR LESS.

THE BASIS OF BEARINGS OF THIS DESCRIPTION IS IDENTICAL TO SAID PARCEL





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

Non-Ionizing Electromagnetic Radiation (NIER) Study

Site Number:

301220

Site Name:

Hamilton City

Location:

Hamilton City, California

Tenant:

Verizon Wireless

Prepared For:

**American Tower, Inc.
Woburn, Massachusetts**

August 30th, 2023

93529 P-404628

Prepared By:

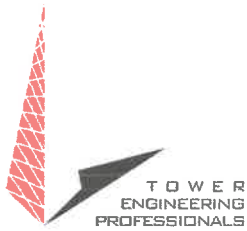
Adam Carlson MS, CBRE, CPI
Program Manager RF Design & Service
Tower Engineering Professionals

Approved By:

Mark Quakenbush P.E.



9/6/23



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

Contents

DISCLAIMER NOTICE	3
INTRODUCTION.....	4
SITE AND FACILITY CONSIDERATIONS.....	4
POWER DENSITY CALCULATIONS.....	4
SITE MITIGATION & CONTROL	5
COMPLIANCE DETERMINATION.....	5
APPENDIX 1 SITE PHOTOS.....	6
APPENDIX 2 ANTENNA INVENTORY.....	7
APPENDIX 3.1 MPE LIMIT STUDY.....	8
APPENDIX 3.2 MPE LIMIT STUDY.....	9
APPENDIX 4 INFORMATION PERTAINING TO MPE STUDIES	10
APPENDIX 5 MPE STANDARDS METHODOLOGY	12



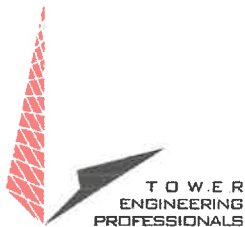
RF Design and Services
326 Tryon Road
Raleigh, North Carolina 27603
(612) 965-8225
WWW.TEPGROUP.NET

Disclaimer Notice

This work is based upon our best interpretation of available information. However, these data and their interpretation are constantly changing. Therefore, we do not warrant that any undertaking based on this report will be successful, or that others will not require further research or actions in support of this proposal or future undertaking. In the event of errors, our liability is strictly limited to the replacement of this document with a corrected one. Liability for consequential damages is specifically denied. Any use of this document constitutes an agreement to hold Tower Engineering Professionals and its employees harmless and indemnify it for all liability, claims, demands, and litigation expenses and attorney's fees arising out of such use.

Work product documents released prior to account settlement remain the sole property of Tower Engineering Professionals and must be returned on demand. Underlying work notes and data relating to this document remain the property of Tower Engineering Professionals. This document shall not be reproduced in whole or part without the permission of Tower Engineering Professionals. Any dispute hereunder shall be adjudicated in North Carolina. Any use or retention of this document constitutes acceptance of these terms, the entire work product, and all charges associated therewith.

COPYRIGHT © 2023 BY
TOWER ENGINEERING PROFESSIONALS
RALIEGH, NORTH CAROLINA



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

Non-Ionizing Electromagnetic Radiation (NIER) Study

301220 Hamilton City
Hamilton City, California

INTRODUCTION

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

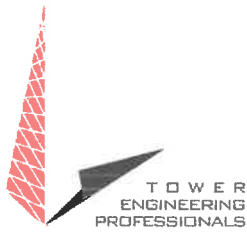
SITE AND FACILITY CONSIDERATIONS

Site 301220 Hamilton City is located at 480 6th St., in Hamilton City, California at coordinates 39.747478, -122.014143. The support structure is a 114' monopole. An aerial view of the tower can be found in Appendix 1, Site Photos. The only tenant is Verizon Wireless (VZW). A table listing all antennae and effective radiated power (ERP) levels that were used in this study may be found in Appendix 2, Antenna Inventory.

POWER DENSITY CALCULATIONS

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

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



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

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

- ATC furnished data and does not include other unidentified communication facilities.
- Load List at 301220 Hamilton City.RF NIER Study 08/01/23.
- Carrier standard configurations.
- Empirical data collected by TEP.

SITE MITIGATION & CONTROL

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

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

COMPLIANCE DETERMINATION

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

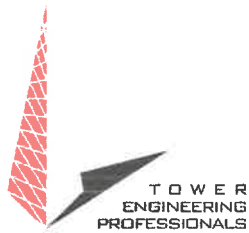


RF Design and Services
326 Tryon Road
Raleigh, North Carolina 27603
(612) 965-8225
WWW.TEPGROUP.NET

APPENDIX 1 Site Photos

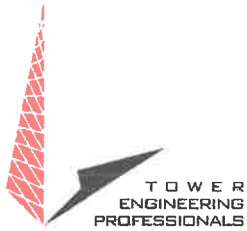


Aerial View of Site

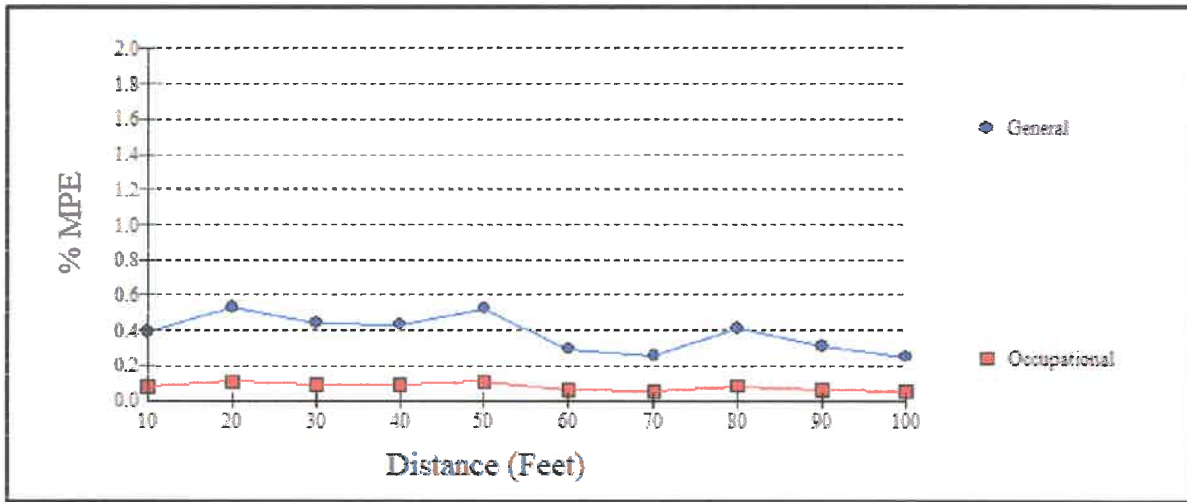


Appendix 2 Antenna Inventory

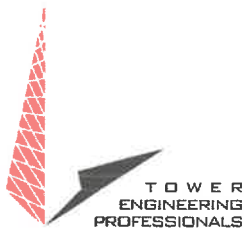
301220 Hamilton City							
Antenna Inventory							
Antenna #	Carrier	Antenna Manufacturer	Antenna Model	Frequency Band (MHz)	Azimuth (°)	Effective Radiated Power (W)	Radiation Center (ft)
1	Verizon	RFS	APXVAALL24	600/700/1900	030	350	87
2	Verizon	RFS	APXVAALL24	600/700/1900	150	350	87
3	Verizon	RFS	APXVAALL24	600/700/1900	270	350	87
4	Verizon	Ericsson	Air 6449	3700/3800/3900	030	350	87
5	Verizon	Ericsson	Air 6449	3700/3800/3900	150	350	87
6	Verizon	Ericsson	Air 6449	3700/3800/3900	270	350	87



Appendix 3.1 MPE Limit Study

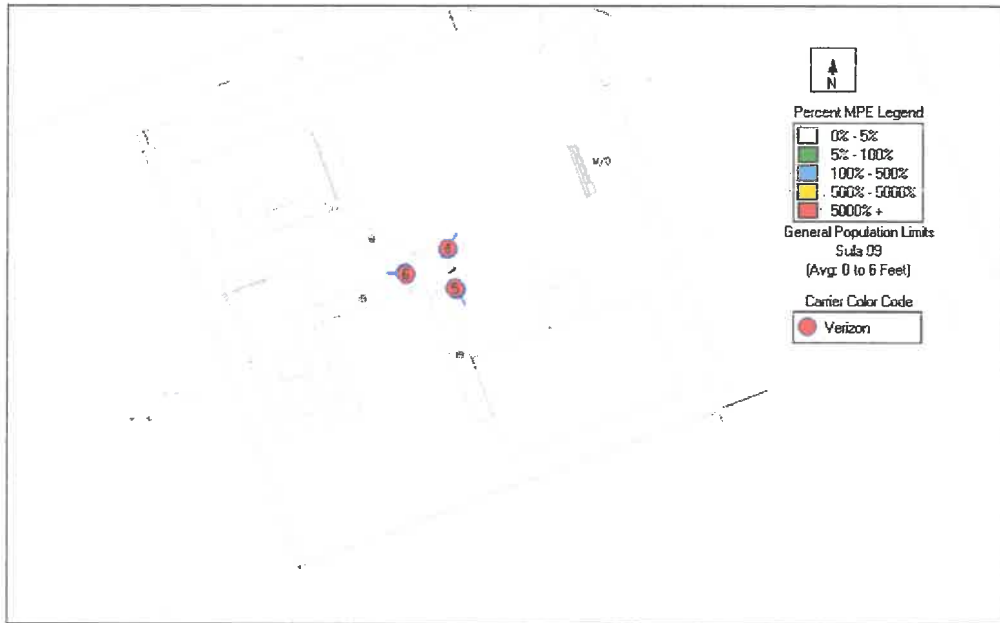


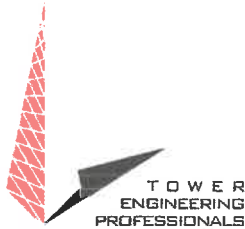
Maximum Power Density (@50'):	.0034 mW/cm ²
General Population MPE (@50'):	0.5252%
Occupational MPE (@50'):	0.1250%



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

Appendix 3.2 MPE Limit Study





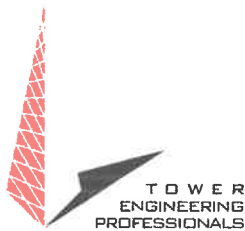
Appendix 4 Information Pertaining to MPE Studies

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

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

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

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



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

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

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



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

Appendix 5 MPE Standards Methodology

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

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

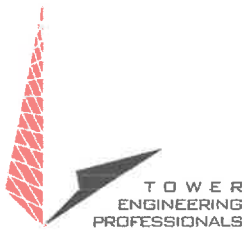


The FCC's limits for exposure at different frequencies are shown in the following Tables.

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

f = frequency

* = Plane-wave equivalent power density



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

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

f = frequency

* = Plane-wave equivalent power density

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

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



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

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

Cylindrical Model (Near Field Predictions)

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

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

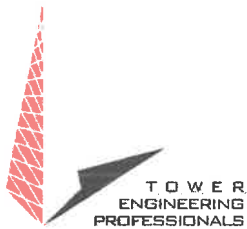
Where:

S = Power Density

P = Total Power into antenna

R = Distance from the antenna

L = Antenna aperture length



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

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

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

Where:

S = Power Density

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

P = Total Power into antenna

R = Distance from the antenna

L = Antenna aperture length

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



Spherical Model (Far Field Predictions)

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

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

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

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

$$S = \frac{EIRP \times Rc}{4\pi R^2}$$

Where:

S = Power Density

EIRP = Effective Radiated Power from antenna

Rc = Reflection Coefficient (2.56)

R = Distance from the antenna

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

COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is entered into this 30th day of April, 1998, by and between NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications ("Lessor") and WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, ("Lessee").

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

1. **Premises.** Lessor is the owner of a parcel of land (the "Land") located in an unincorporated area of the County of Glenn, State of California, commonly known as APN: 32-23-7 and 32-23-10. The Land is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately two thousand five hundred (2,500) square feet of the Land and all access and utility easements, if any, (the "Premises") as described in Exhibit B annexed hereto.

2. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

3. **Tests and Construction.** Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Lessee Facilities (as defined in Paragraph 6(a) below).

4. **Term.** The term of this Agreement shall be for five (5) years commencing on the date Lessee begins commercial operation of the Lessee Facilities (as defined in Paragraph 6(a) below) or eighteen (18) months following the full execution of this Agreement, whichever first occurs, ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for five (5) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. Rent.

(a) Within 60 days (60) days prior to the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as rent [REDACTED] ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be payable to Westermann Farms at P. O. Box 708, Hamilton City, CA 95951; Attn: Richard Bolen.

(b) Rent shall be increased at the beginning of each Renewal Term by an amount equal to [REDACTED] of the Rent in effect at the end of the previous Term or Renewal Term.

6. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain and operate on the Premises radio communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all of the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, provided that Lessee repairs any damage to the Premises caused by such removal. Upon termination of this Agreement, Lessee shall not be required to remove any foundation more than one (1) foot below grade level.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility services from any utility company that will provide service to the Land. Lessee shall also have the right to install and operate on the Premises a standby power generator for Lessee's exclusive use. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company, at no cost to the Lessee, of an easement in, over, across or through the Land as required by such servicing utility company to provide utility services as provided herein. Any easement necessary for such power or other utilities will be at a location acceptable to Lessor and the servicing utility company.

(c) Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and Lessee's agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Lessee's use of such roadways.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause interference to Lessor and other lessees or licensees of the Land, provided that their installations predate that of the Lessee Facilities. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the installation of the Lessee Facilities, Lessor shall not permit itself, its lessees or licensees to install new equipment on the Land, or property contiguous thereto owned or controlled by Lessor, if such equipment is likely to cause interference with Lessee's operations. Such interference shall be deemed a material breach by Lessor. In the event interference occurs, Lessor agrees to take all reasonable steps necessary to eliminate such interference in a reasonable time period.

8. **Taxes.** If personal property taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land.

9. Waiver of Lessor's Lien.

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

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

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

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

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

14. **Assignment and Subletting.** Lessee may assign this Agreement or sublet or license the Premises or any portion thereof to an entity upon written notification to Lessor by Lessee, subject to the assignee assuming all of Lessee's obligations herein. Upon assignment or subletting, Lessee shall be relieved of all future performance, liabilities and obligations under this Agreement. Lessee shall have the right to sublet this Agreement without Lessor's consent. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of the Lessor's obligations herein, including, but not limited to, those set forth in Paragraph 10 ("Waiver of Lessor's Lien") above. This Agreement shall run with the property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

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

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

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

18. **Miscellaneous**

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

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

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

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

Lessor: Westermann Farms General Partnership
470 Sixth Street
Hamilton City, CA 95951

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

With a copy to: Westermann Farms General Partnership
P. O. Box 708
Hamilton City, CA 95951
Attn.: Richard Bolen

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

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

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

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

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

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

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

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

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

LESSOR:
WESTERMANN FARMS GENERAL PARTNERSHIP,
a California General Partnership

By: *Richard Bolen*

Title: Attorney-in-Fact

Date: 4-23-98

Tax ID#: 94-2458849

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

By: *[Signature]*

Title: BILL JARVIS

Date: APR 30 1998

PRESIDENT
NO. CALIFORNIA MARKET

EXHIBIT A

DESCRIPTION OF LAND
(Page 1 of 4)

to the Agreement dated April 30, 1998, by and between WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

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

APN: 32-23-7 and 32-23-10

EXHIBIT 'A'
The land referred to herein is described as follows:

All that certain real property situate in the unincorporated area, County of Glenn, State of California, and being more particularly described as follows:

PARCEL ONE:

A portion of the Capay Rancho in the County of Glenn, State of California, said land being a portion of the land described in the Deed to Pacific Sugar Construction Company dated January 20, 1906 and recorded February 20, 1906 in Book 22 of Deeds, at page 117, Records of said County, as follows:

Being all that tract of land lying North of the California State Highway Route #47 running from Chico to Orland, South and West of Sacramento River and East of County Road running from St. John to Tehama County as follows:

BEGINNING at a point on the easterly line of the County Road running from St. John to Tehama County, said point being N. 20° 32' W. 650.0 feet from the intersection of the Northerly line Sixth Street and the Easterly line of Canal Street of the Townsite of Hamilton, according to the map and survey of same recorded in the office of the Recorder of Glenn County, on March 5, 1906 in Book 1 of Maps and Surveys, at page 241, said point of intersection being N. 49° 28' E. 30 feet from an 8' x 8' concrete monument; also said point of beginning being N. 20° 32' W. 688.2 feet from the Northwest corner of a tract of 180 acres of land belonging to J. Millard, said Northwest corner being 1 1/2 leagues North of the South boundary of said Capay Rancho; also said point of beginning being the Northwest corner of that ten acre tract of land conveyed by Hamilton Land Company to the Hamilton Union High School District by Deed recorded September 28, 1911 in Book 62 of Deeds, at page 102, Records of Glenn County; thence from the above defined point of beginning N. 20° 22' West 7181.84 feet along the Easterly right of way of the County Road running from St. John to Tehama County to the Northwest corner of said described parcel from which an oak tree 60" in diameter bears N. 39° 39' E. 230 feet distant; also an oak tree 50" in diameter bears N. 9° 21' W. 215 feet distant; thence N. 78° 42' E. 276 feet; thence S. 57° 04' E. 581.7 feet to the West bank of the Sacramento River; thence down and along the West bank of said Sacramento River by the following courses and distances: (It is intended hereby to convey the land to the bank of the Sacramento River and the meanders shown by the courses and distances are inserted principally for the purpose of arriving at the area, but the bank of the river is the true line) S. 39° 25' E. 370 feet; S. 67° 59' E. 1160 feet; S. 85° 16' E. 400 feet; S. 72° 11' E. 510 feet; S. 65° 02' E. 370 feet; S. 78° 56' E. 810 feet; S. 72° 40' E. 580 feet; S. 63° 21' E. 520 feet; S. 65° 15' E. 880 feet; S. 57° 01' E. 600 feet; S. 57° 36' E. 700 feet; S. 58° 18' E. 700 feet; S. 52° 24' E. 180 feet; S. 50° 15' E. 710 feet; S. 44° 38' E. 380 feet; S. 42° 34' E. 610 feet; more or less to the intersection with the North right of way line of said California State Highway #47, running from Chico to Orland; thence along the North right of way line of said Highway S. 60° 07' W. 101.5 feet; thence on a 15' curve to the right (radius 182.25 feet angle 19° 21' chord 40 feet) 128 feet; thence S. 64° 28' W. 182.1 feet to the Northeast corner of said Townsite of Hamilton; thence continuing along said Northerly right of way line of said State Highway, S. 60° 26' W. 2160.5 feet to a point, said point being the Southeast corner of that tract deeded and mentioned above to the Hamilton Union High School District; thence around this said tract on its boundary N. 20° 32' W. 650 feet to its Northeast corner; thence South 69° 28' W. 670 feet to the place of beginning.

EXCEPTING from the above land:

- (a) 2.740 acres conveyed to the Pacific Gas and Electric Company by the Hamilton Land Company by Deed recorded July 8, 1924 in Book 89 of Deeds, at page 185.
- (b) 2.165 acres conveyed to the Pacific Gas and Electric Company by the Sacramento Valley Sugar Company by Deed recorded July 8, 1924 in Book 89 of Deeds, at page 184.
- (c) 5.10 acres conveyed to the Southern Pacific Company by the Hamilton Land Company by Deed recorded August 18, 1909 in Book 28 of Deeds, at page 272.
- (d) 14.42 acres, more or less being a portion of that parcel conveyed to the Southern Pacific Company by the Pacific Sugar Construction Company by Deed recorded February 24, 1906 in Book 22 of Deeds, at page 227, Records of Glenn County.
- (e) That portion of the above described property conveyed to Hamilton Union High School District by Deed from Holly Sugar Corporation recorded May 17, 1950 in Book 246 of Official Records, at page 157, and by Deed from Victor G. Strain recorded May 17, 1950 in Book 246 of Official Records, at page 159.

ALSO EXCEPTING THEREFROM a portion of the Capay Rancho in the County of Glenn, State of California, said land being a portion of the land described in the Deed to Pacific Sugar Construction Company dated January 20, 1906 and recorded February 20, 1906 in Book 22 of Deeds, at page 117, Records of said County as follows:



EXHIBIT A

DESCRIPTION OF LAND
(Page 2 of 4)

to the Agreement dated April 30, 1998, by and between WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, as Lessee, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

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

APN: 32-23-7 and 32-23-10

Beginning at the Southeastern corner of the Hamilton City High School property, which point lies on the northerly boundary of the Hamilton Townsite as shown on the map filed in the office of the Recorder of the County of Glenn, State of California in Book 1 of Maps and Surveys, at page 167; thence North 69° 28' East on and along the North boundary of State Highway 22, 652.70 feet to a three quarter inch iron pipe marked R. C. E. 13781; thence North 20° 32' West, 700.00 feet to a three quarter inch iron pipe marked R. C. E. 13781; thence South 69° 28' West 452.70 feet to a three quarter inch iron pipe marked R. C. E. 13781; thence South 20° 32' East on and along the Easterly boundary of the Hamilton City High School property, 700.00 feet more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM: Beginning at a point on the Easterly line of the County Road running from St. John to Tehama County, said point being North 20° 32' West, a distance of 667.4 feet from the intersection thereof with the Northerly line of Sixth Street as the same is shown on the map of the Townsite of Hamilton filed for record in the office of the County Recorder of the County of Glenn on March 2, 1906 in Book 1 of Maps and Surveys, at page 167; thence North 69° 28' East, a distance of 657.3 feet; thence North 20° 32' West, a distance of 454.03 feet; thence South 69° 28' West, a distance of 497.3 feet to the East line of said County Road; thence South 20° 32' East, along said East line, a distance of 454.03 feet to the true point of beginning.

EXCEPTING THEREOUT AND THEREFROM an undivided one-half interest in and to all oil, gas, asphaltum and other hydrocarbons, etc., as reserved in Deed from Holly Sugar Corporation, a corporation to Victor G. Strain, dated November 16, 1943 and recorded November 19, 1943 in Book 165 of Official Records, at page 78.

ALSO EXCEPTING THEREFROM Parcels One and Two as shown on that certain Parcel Map filed for record in the office of the County Recorder of the County of Glenn, State of California, on September 23, 1981 in Book 8 of Parcel Maps, at page 30.

ALSO EXCEPTING THEREFROM all that portion thereof as conveyed to the State of California by deed dated January 18, 1982 and recorded February 22, 1984 in Book 788 of Official Records, at page 489, Glenn County Official Records.

PARCEL TWO:

All that certain piece or parcel of land situate, lying and being in the Town of Hamilton, County of Glenn, State of California, being all of Blocks 25, 26 and 27 and portions of Blocks 28, 34, 47, and 54, in said Town of Hamilton and being all of that 5.1 acre parcel described in Deed, Hamilton Land Company to Southern Pacific Company dated July 10, 1909 and recorded August 18, 1909 in Book 29 of Deeds at page 232, Official Records of Glenn County and being portions of those 7.71 acre parcels described in Deed Pacific Sugar Construction Company to Southern Pacific Company, dated February 19, 1906 recorded February 14, 1906 in Book 22 of Deeds, page 227, Official Records, Glenn County, being more particularly described as follows:



COMMENCING at a point on the Westerly right of way line of the Southern Pacific Railroad Company, which point is opposite at right angles Westerly and distant 50 feet from center line of said Railroad at Engineer Station 528+00, which point is on the Easterly line of Block 28 and is South 20° 07' 30" East along said Easterly line a distance of 233.81 feet from the Southerly line of 6th Street; thence from said point of commencement South 20° 07' 30" East parallel to and distant 50 feet Westerly from aforementioned railroad center line along the Easterly lines of Blocks 28, 27 and 26, a distance of 1385.19 feet to a point on the North line of 6th Street which point is opposite at right angles Westerly and distant 50 feet from center line of railroad at Engineer Station 524+07; thence South 69° 52' 30" West along said Northerly line of 6th Street, a distance of 100 feet to the Westerly line of Walsh Street; thence North 20° 07' 30" West along said East line of Walsh Street, a distance of 500 feet to the South line of 7th Street; thence North 69° 52' 30" East along the South line of 7th Street a distance of 23.83 feet to a point which is opposite at right angles Westerly and distant 126.37 feet from said center line of said track at Engineer Station 529+07, which point is also distant 50 feet radially Southwesterly from the located center line of "vya" track; thence Northwesterly on the arc of a curve to the left having a radius of 323.14 feet which arc is concentric with and distant 50 feet Southerly from aforementioned located "vya" track, the chord of which arc bears North 78° 21' 12" West 423.7 feet to a point which is 50 feet at right angles Southwesterly from said located center line of "vya" track at Engineer Station Q 5+58.1; thence South 71° 03' 30" West parallel to said "vya" track center line 61.31 feet to a point which is opposite at right angles Southeasterly and distant 50 feet from said located center line of "vya" track at Engineer Station Q 9+61.0; thence South 69° 52' 30" West, parallel to and 50 feet Easterly from said located center line, a distance of 410.21 feet to a point in the East line of the alley running Northwesterly in Block 54; thence North 20° 07' 30" West along said Easterly line of alley, a distance of 100 feet; thence North 69° 52' 30" East, parallel to and 50 feet Northerly from the located center line of "vya" track a distance of 410.21 feet, which point is opposite at right angles northerly and distant 50 feet from said located center line at Engineer Station P 9+61.0; thence North 69° 52' 30" East, parallel to and distant 50 feet Northerly from said located center line 41.31 feet; thence on the arc of a curve concave to the left having a radius of 323.14 feet, which arc is concentric with and distant 50 feet radially Westerly from the located center line of "vya" track, the chord of which arc bears North 26° 28' 00" East, 675.68 feet; thence North 13° 43' 30" West, parallel to and 50 feet distant Westerly from said located center line of "vya" track, a distance of 39.69 feet to the point of commencement.

EXHIBIT A
DESCRIPTION OF LAND
(Page 3 of 4)

to the Agreement dated April 30, 1998, by and between WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

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

APN: 32-23-7 and 32-23-10

ALSO COMMENCING at a point which is opposite at right angles Easterly and distant 50 feet from center line of railroad at Engineer Station 529-07, which point is the Northwest corner of said Block 28 and running thence from said point of commencement North 59° 32' 30" East along the South line of 7th Street, a distance of 100 feet to the Westerly line of Shasta Street; thence South 20° 07' 30" East along said Westerly line of Shasta Street, a distance of 500 feet to the North line of 6th Street; thence South 59° 32' 30" West along said North line, a distance of 100 feet to a point which is 50 feet at right angles Northeastly from center line of railroad at Engineer Station 534-07 thence North 20° 07' 30" West, parallel to and 50 feet distant Easterly from said center line of railroad, a distance of 500 feet to the point of commencement.

EXCEPTING THEREFROM from Parcel Two, all oil, gas and minerals as reserved in Deed from Southern Pacific Railroad Company and Southern Pacific Company to Victor G. Simais by Deed dated January 17, 1945 and recorded April 18, 1945 in Book 175 of Official Records, at page 120.

ALSO EXCEPTING THEREFROM all that portion thereof as conveyed to the State of California by deed dated January 18, 1985 and recorded February 25, 1986 in Book 788 of Official Records, at page 489, Glenn County Official Records.

PARCEL THREE:

Parcel Two as shown on that certain Parcel Map filed for record in the office of the County Recorder of the County of Glenn, State of California, on September 23, 1981 in Book 8 of Parcel Maps, at page 30.



EXHIBIT A

DESCRIPTION OF LAND

(Page 4 of 4)

to the Agreement dated April 30, 1998, by and between WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

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

APN: 32-23-7 and 32-23-10

32-23

T.C.A.
587

CAPAY RANCHO

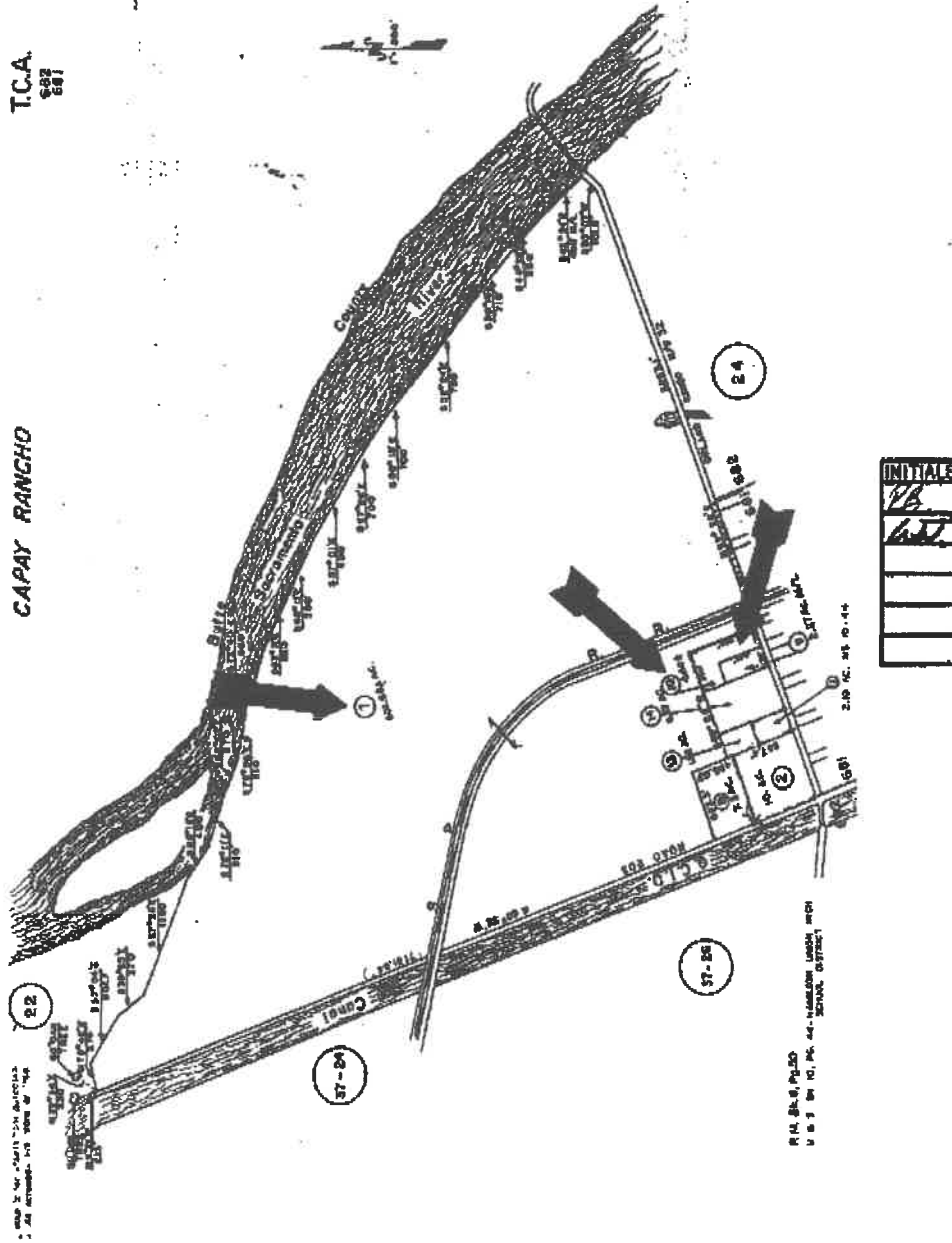
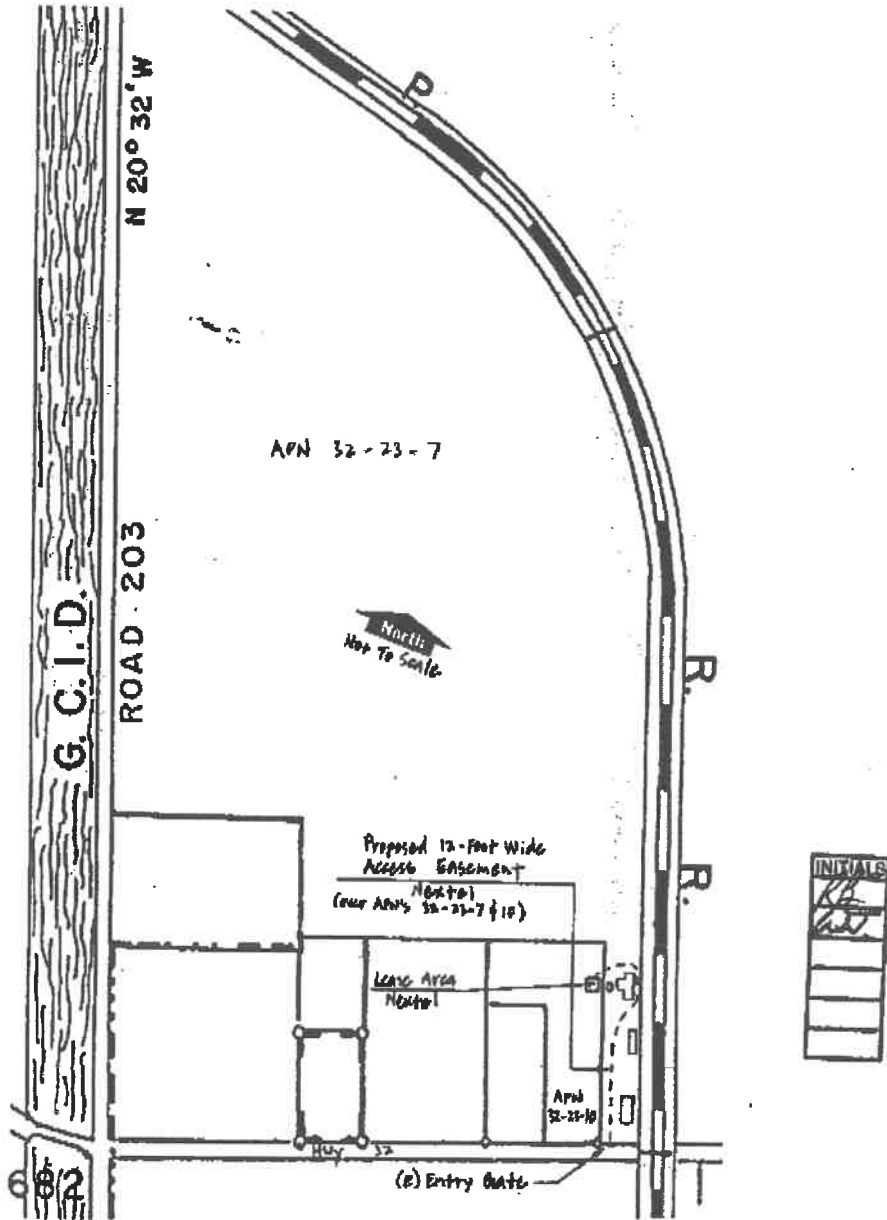


EXHIBIT B

DESCRIPTION OF PREMISES
(1 of 2)

to the Agreement dated April 30 1998, by and between WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

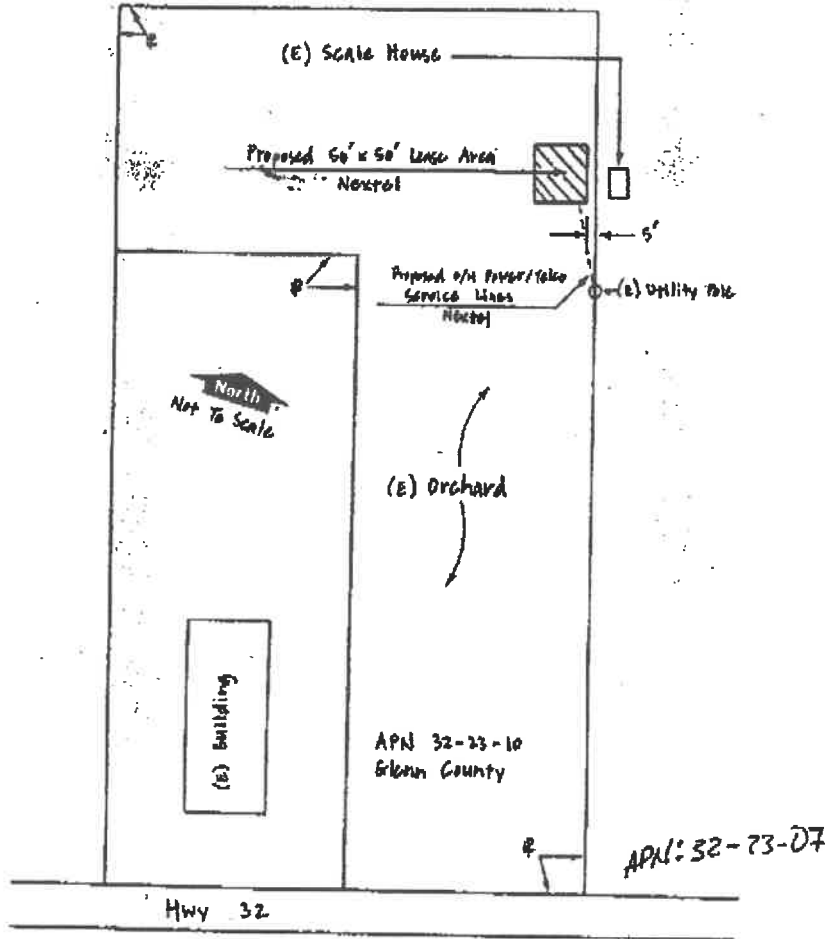
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.

EXHIBIT B

DESCRIPTION OF PREMISES
(2 of 2)

to the Agreement dated April 30, 1998, by and between WESTERMANN FARMS GENERAL PARTNERSHIP, a California General Partnership, as Lessor, and NEXTEL OF CALIFORNIA, INC., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



INITIALS
CB
AST

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Lessor's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of the access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The location of any utility easement is illustrative only. The actual location will be determined by the servicing utility company in compliance with all local laws and regulations.



Michael Painter <mpainter530@gmail.com>

Courtney Paget

12:45 PM

Conditional Use Permit 1998-003



You don't often get email from mpainter530@gmail.com. [Learn why this is important](#)

My name is Michael Painter and I live at 520 Main Street, Hamilton City.

I will be unable to attend the meeting but am in favor of extending the permit.

It's coverage of Hamilton City has improved the T-Mobile signal both for cell and 5g internet immensely.

GLENN COUNTY
Planning & Community Development Services Agency
Environmental Health Department

225 N Tehama St.
Willows, CA 95988
Tel: 530.934.6102 Fax: 530.934.6103
www.countyofglenn.net



Mardy Thomas, Director

Date: September 27, 2023

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

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

Re: CUPA 1998-003 (AMMD2023-003), American Tower, APN 032-230-010 (Cell Tower Extension)

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

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



October 17, 2023

Courtney Paget
County of Glenn
225 North Tehama St
Willows, CA 95988

Re: AMMD2023-003
Cell Tower Extension

Dear Courtney Paget,

Thank you for providing PG&E the opportunity to review the proposed plans for AMMD2023-003 dated 9/25/2023. Our review indicates the proposed improvements do not appear to directly interfere with existing PG&E facilities or impact our easement rights.

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

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

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

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

Sincerely,

PG&E Plan Review Team
Land Management

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

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

PROJECT: Conditional Use Permit Amendment 1998-003, Cell Tower Renewal

APPLICANT/LANDOWNER: American Tower Asset Sub, LLC

PROJECT DESCRIPTION: On August 19, 1998, the Glenn County Planning Commission approved Conditional Use Permit 1998-003 to construct a cellular tower and accessory structures. On September 17, 2008 the Glenn County Planning Commission approved a fifteen-year renewal, expiring on August 19, 2023. American Tower has applied for an amendment requesting renewal of Conditional Use Permit 1998-003 to continue the existing operations without expiration. This project is only for the extension of the conditional use permit and to remove the Condition of Approval to update every 15 years; there are no expansions proposed at this time.

LOCATION: The existing cell tower facility is location at 480 6th Street, Hamilton City on the north side of 6th street (State Highway 32), in the unincorporated area of Glenn County, California.

ASSESSOR PARCEL NUMBER: 032-230-010

ZONING: "M" (Industrial Zone)

GENERAL PLAN: Industrial

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

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

(B) Conditional Use Permit 1998-003, Amendment, for American Tower Asset Sub, LLC

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