

**GLENN COUNTY**  
**Planning & Community Development Services Agency**

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



Mardy Thomas, Director

Subcarrier Communications  
139 White Oak Lane  
Old Bridge, NJ, 08857

RE: **Conditional Use Permit Amendment 2001-010,**  
**(AMMD2021-001), Cell Tower Renewal**  
- Approval Notice

November 16, 2022

To Whom It May Concern,

On Wednesday, November 16, 2022, the Glenn County Planning Commission approved Conditional Use Permit 2001-010 Amendment with the Mitigation Measures and Conditions of Approval enclosed with this letter. Please sign the document where indicated and submit 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,

Brandon Jennings  
Assistant Planner  
[bjennings@countyofglenn.net](mailto:bjennings@countyofglenn.net)

**GLENN COUNTY**  
**Planning & Community Development Services Agency**

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Mardy Thomas, Director

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**STAFF REPORT**

MEETING DATE: November 16, 2022  
TO: Glenn County Planning Commission  
FROM: Brandon Jennings, Assistant Planner  
SUBJECT: Conditional Use Permit 2000-010, Amendment  
Cell Tower Renewal

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Attachments:

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

## **1 PROJECT SUMMARY**

On February 21, 2001, the Glenn County Planning Commission granted SBA Properties, Inc. Conditional Use Permit 2000-10 to construct a 185-foot lattice cellular tower with the potential for up to five carriers for collocation. In 2004, Subcarrier Communications, Inc. assumed the use permit; and in 2009 applied for an amendment to renew the Conditional Use Permit. In 2009 the Glenn County Planning Commission approved a fifteen-year renewal from 2006 expiration date.

On May 11, 2021, Subcarrier Communications applied for a Conditional Use Permit amendment to renew Conditional Use Permit 2000-010 and continue the existing operation. This project is for a time extension of the conditional use permit; there are no physical expansions proposed.

The General Plan land use designation is “Intensive Agriculture” and the zoning designation is “AE-40” (Exclusive Agriculture Zone). The proposed project is a permitted use with an approved conditional use permit. Glenn County Code §15.33.040(O).

The project site is located at 1918 State Route 45 in the community of Glenn; on the east side of State Route 45, south and west of the Sacramento River and north of State Route 162 within 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 recommends that the Planning Commission remove the expiration provision for Conditional Use Permit 2000-010 with the Findings as stated in the Staff Report and the corresponding 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 time for the conditional use permit; there is no physical expansion proposed; agencies provided no comments regarding new impacts resulting from this extension. 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.

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

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

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

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

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

- 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 to occur within an existing permitted structure, with no revisions to the premises required and therefore, will not result in physical disturbance to the existing environment; therefore, the amendment 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 “Intensive Agriculture” in the Glenn County General Plan and is zoned “AE-40” (Exclusive Agriculture Zone). Glenn County Code §15.33.040(O) allows cellular towers with an approved conditional use permit. The project has been and continues to be compatible with the surrounding land uses. The proposal will not adversely affect the General Plan (Finding 4).

### **2.2.1 “AE-40” Exclusive Agriculture Zone (Glenn County Code Chapter 15.33)**

#### Uses Permitted with a Conditional Use Permit (Glenn County Code §15.33.030):

Glenn County Code §15.33.030 (O): *Public utility building and public service or utility uses (transmission and distribution lines excepted), including but not limited to reservoirs, storage tanks, pumping stations, telephone exchanges, power stations, transformer stations, service yards, and parking lots.*

This project is for the extension of time for the conditional use permit; there is no physical expansion proposed. Additionally, the proposed project remains consistent with the purpose of the Exclusive Agriculture Zone as it is compatible with agriculture.

#### Maximum Building Height (Glenn County Code §15.33.060):

This project is only for the extension of the conditional use permit; there are no physical expansions proposed. The cellular tower is currently 185 Feet in height, the proposed time extension will not increase the towers maximum height.

#### Minimum Yard Requirements (Glenn County Code §15.33.080):

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

## 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; therefore, is 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 2000-010 is to remove the expiration provision in the conditions of approval as the continuation of existing use is necessary and desirable to continue providing communication services to the public in 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 10,000 square foot 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 expansion 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 2000-010 will not adversely affect the Glenn County General Plan or an area plan of the County because the proposed project conforms to the General Plan and Glenn County Development Code.

The project is compatible with the Land Use Designation of “Intensive Agriculture” and the zoning designation of “AE-40” (Exclusive Agriculture). The proposed project is a permitted use with an approved conditional use permit. The proposed project will meet the land use and zoning requirements of the General Plan and the Zoning Code.

### **2.2.2 Conditions of Approval (Updated 2021)**

Pursuant to the approval of the Glenn County Planning Commission, on November 16, 2022, Subcarrier Communications amendment to Conditional Use Permit 2000-10 is hereby granted removing previous condition of approval #9 to remove the expiration of the permit. Conditional Use Permit 2000-010 will no longer be set to expire; however, the Conditional Use Permit may be revoked as prescribed in the Glenn County Code, or other legal means.

## **3 GENERAL PROVISIONS**

### Flood Zone Designation:

Flood Zone “A” according to Flood Insurance Rate Map (FIRM) No. 06021C0650D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone “A” is one of the Special Flood Hazard Areas (SFHAs) inundation by the 1% annual chance flood event. No base flood elevations or base flood depths are shown within this zone.

The project is for an extension of time and will not adversely affect flooding, additionally, the cell tower was required to comply with flood zone requirements at the time of construction.

### Fire Protection Regulations:

This project lies within the Glenn-Codora 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 May 17, 2021. The following agencies submitted comments regarding this proposal. Based on their responses conditions of approval have been established for the project. All comment letters are attached to this report for review.

### Environmental Health

Glenn County Environmental Health Department was provided the application information and have recommended it be found complete for further processing.

### Public Works

Based on Public Works comments the following Condition of Approval has been established:

### Condition of Approval (Glenn County Public Works):

That the operator shall maintain off street parking in accordance with the requirements of Title 15.61 of the Glenn County Code.

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 remove the condition of permit expiration for the Conditional Use Permit 2000-10; there is no physical expansion proposed; agencies solicited for comment related to this proposal provided no comments regarding adverse 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 only for the extension of the conditional use permit; there is no physical expansion proposed.

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

- A. This project is only for an extension of time for the conditional use permit; there is no physical expansion proposed at this time.
- B. Significant effects will not be substantially more severe than previously examined in the negative declaration, because no physical expansion proposed at this time.



- 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 2000-010 shall no longer have an expiration date; 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 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 as it has not resulted in issues.

### Finding 3

That the existing 10,000 square foot 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 time for the conditional use permit; there is no physical expansion proposed. 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 2000-010 will not adversely affect the Glenn County General Plan or an 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 "Intensive Agriculture" and the zoning designation of "AE-40" (Exclusive Agriculture). The proposed project is a permitted use with an approved 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 2000-010 with the Findings as presented in the Staff Report and the revised Conditions.

## **CONDITIONS OF APPROVAL**

### **Conditional Use Permit 2000-010, Amendment 2021-001**

**Subcarrier Communications, Inc.**

**APN: 019-070-027**

Pursuant to the approval of the Glenn County Planning Commission on November 16, 2022, Subcarrier Communications is hereby granted an amendment to Conditional Use Permit 2000-010 for the continued use and operation of a 185 foot lattice cellular tower in the "AE-40" (Exclusive Agricultural Zone, 36 acre min. parcel size) Zoning District, located on the east side of State Highway 45, west of the Sacramento River, south of county Road 48, and north of the community of Glenn, in the unincorporated area of Glenn County.

**Conditional Use Permit 2000-010, Amendment 2021-001, is subject to the following revised terms and conditions:**

1. That the area in operation shall be confined to those areas as delineated in Exhibit "A" as filed with the Planning & Community Development Agency.
2. That this Conditional Use Permit authorizes only one operator at a time at this site. Any successor or assignee shall send a letter to the Planning & Community Development 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.
3. 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.
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.

Conditions of Approval  
CUP 2000-010, Amendment 2021-001  
Subcarrier Communications

5. That the applicant shall file copies of permits from any other county or state agency that are necessary with the Glenn County Planning & Community Development Agency.
6. That the noise from the support equipment and permanent installation shall not exceed 65 dBA at the property line at all times.
7. 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 March 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 Planning & Community Development Director.
8. That the operator shall maintain financial assurances in the amount of twenty-five thousand dollars (\$25,000.00) to ensure that the tower and all components will be removed and that the site will be reclaimed to its original condition. The mechanism may be a letter of credit, performance bond, time certificate, or other instruments approved by the Planning & Community Development Agency Director. That the financial assurances shall be revised each year and continuously maintained at the amount required as necessary by or before March 1.
9. That the site shall be adequately secured against vandalism and unauthorized entry at all times. The six foot (6') high chain link perimeter fence with all of its components and the locked entry gate shall be adequately maintained.
10. That the previous Conditions of Approval for Conditional Use Permit 2000-010 are void and that these Conditions shall apply.

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 amendment to **Conditional Use Permit 2000-010, Amendment**, 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 regulations that shall be met with the granting of this permit amendment.

Signature: \_\_\_\_\_  
Nathan Horn, Subcarrier Communications

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

# GLENN COUNTY Planning & Community Development Services Agency

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



Donald Rust, 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

### OTHER

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

### STATE AGENCIES

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

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

DATE: May 17, 2021

PROJECT: Conditional Use Permit Amendment 2000-010  
(AMMD2021-001), Cell Tower Renewal

PLANNER: Greg Conant, Assistant Planner; [gconant@countyofglenn.net](mailto:gconant@countyofglenn.net)

APPLICANT/  
OPERATOR: Subcarrier Communications  
139 White Oak Lane  
Old Bridge, NJ 08857

LANDOWNER: DEREK GIESBRECHT  
1918 State Route 45  
Glenn, CA, 95943

PROPOSAL: PROJECT: Conditional Use Permit Amendment 2000-010  
(AMMD2021-001), Cell Tower Renewal

On February 21, 2001, the Glenn County Planning Commission granted SBA Properties, Inc. Conditional Use Permit 2000-10 to construct a 185-foot lattice cellular tower with the potential for up to five carriers for collocation. Conditional Use Permit 2000-10 was approved for five years and expired on February 21, 2006. On October 15, 2004, Subcarrier Communications, Inc. assumed the use permit; and on May 6, 2009 applied for an amendment to renewed the Conditional Use Permit. On June 17, 2009 Glenn County Planning Commission approved a fifteen-year renewal from the February 21, 2006 expiration date.

On February 21, 2021 Conditional Use Permit 2000-010 expired; on May 11, 2021, Subcarrier Communications applied for a Conditional Use Permit amendment to renew Conditional Use Permit 2000-010 and continue the existing operation. This project is only for the extension of the conditional use permit; there are no expansion proposed at this time.

Additional project information/documentation has been included. Please refer to the attached application and plot plan.

LOCATION: The project site is 1918 State Route 45 in the community of Glenn; located on the east side of State Route 45, south and west of the Sacramento River and north of State Route 162 within the unincorporated area of Glenn County, California.

ZONING: "AE-40" Exclusive Agriculture Zone (36-acre minimum parcel size)

GENERAL PLAN: "Intensive Agriculture"

APN: 019-070-027 (108.00± acres)

FLOOD ZONES: Flood Zone "A" according to Flood Insurance Rate Map (FIRM) No. 06021C0650D, dated August 5, 2010 issued by the Federal Emergency Management Agency (FEMA). Flood Zone "A" is one of the Special Flood Hazard Areas (SFHAs) inundation by the 1% annual chance flood event. No base flood elevations or base flood depths are shown within this zone.

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 **Friday, June 4, 2021**, 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.)?

**GLENN COUNTY**  
**Planning & Community Development Services Agency**  
**Environmental Health Department**

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



DONALD RUST, Director

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Date: May 20, 2021

To: Greg Conant, 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 2000-010 (AMMD2021-001), Subcarrier Communications, APN 019-070-027 (Cell Tower  
Renewal)

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.





May 17, 2021

Greg Conant  
Glenn County Planning  
225 N Tehama St  
Willows, CA 95988

Ref: Gas and Electric Transmission and Distribution

Dear Greg Conant,

Thank you for submitting the 1918 State Route 45 plans for our review. PG&E will review the submitted plans in relationship to any existing Gas and Electric facilities within the project area. If the proposed project is adjacent/or within PG&E owned property and/or easements, we will be working with you to ensure compatible uses and activities near our facilities.

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

Below is additional information for your review:

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

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

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

Sincerely,

Plan Review Team  
Land Management



## **Attachment 1 – Gas Facilities**

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

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

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

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

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

4. **Grading:** PG&E requires a minimum of 36 inches of cover over gas pipelines (or existing grade if less) and a maximum of 7 feet of cover at all locations. The graded surface cannot exceed a cross slope of 1:4.
5. **Excavating:** Any digging within 2 feet of a gas pipeline must be dug by hand. Note that while the minimum clearance is only 12 inches, any excavation work within 24 inches of the edge of a pipeline must be done with hand tools. So to avoid having to dig a trench entirely with hand tools, the edge of the trench must be over 24 inches away. (Doing the math for a 24 inch



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

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

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

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

For bore paths that cross gas transmission pipelines perpendicularly, the pipeline must be potholed a minimum of 2 feet in the horizontal direction of the bore path and a minimum of 12 inches in the vertical direction from the bottom of the pipe with minimum clearances measured from the edge of the pipe in both directions. Standby personnel must watch the locator trace (and every ream pass) the path of the bore as it approaches the pipeline and visually monitor the pothole (with the exposed transmission pipe) as the bore traverses the pipeline to ensure adequate clearance with the pipeline. The pothole width must account for the inaccuracy of the locating equipment.

7. Substructures: All utility crossings of a gas pipeline should be made as close to perpendicular as feasible ( $90^\circ \pm 15^\circ$ ). All utility lines crossing the gas pipeline must have a minimum of 12 inches of separation from the gas pipeline. Parallel utilities, pole bases, water line 'kicker blocks', storm drain inlets, water meters, valves, back pressure devices or other utility substructures are not allowed in the PG&E gas pipeline easement.

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

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

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

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



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

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

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



## Attachment 2 – Electric Facilities

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

1. Buildings and Other Structures: No buildings or other structures including the foot print and eave of any buildings, swimming pools, wells or similar structures will be permitted within fee strip(s) and/or easement(s) areas. PG&E's transmission easement shall be designated on subdivision/parcel maps as **"RESTRICTED USE AREA – NO BUILDING."**
2. Grading: Cuts, trenches or excavations may not be made within 25 feet of our towers. Developers must submit grading plans and site development plans (including geotechnical reports if applicable), signed and dated, for PG&E's review. PG&E engineers must review grade changes in the vicinity of our towers. No fills will be allowed which would impair ground-to-conductor clearances. Towers shall not be left on mounds without adequate road access to base of tower or structure.
3. Fences: Walls, fences, and other structures must be installed at locations that do not affect the safe operation of PG&E's facilities. Heavy equipment access to our facilities must be maintained at all times. Metal fences are to be grounded to PG&E specifications. No wall, fence or other like structure is to be installed within 10 feet of tower footings and unrestricted access must be maintained from a tower structure to the nearest street. Walls, fences and other structures proposed along or within the fee strip(s) and/or easement(s) will require PG&E review; submit plans to PG&E Centralized Review Team for review and comment.
4. Landscaping: Vegetation may be allowed; subject to review of plans. On overhead electric transmission fee strip(s) and/or easement(s), trees and shrubs are limited to those varieties that do not exceed 15 feet in height at maturity. PG&E must have access to its facilities at all times, including access by heavy equipment. No planting is to occur within the footprint of the tower legs. Greenbelts are encouraged.
5. Reservoirs, Sumps, Drainage Basins, and Ponds: Prohibited within PG&E's fee strip(s) and/or easement(s) for electric transmission lines.
6. Automobile Parking: Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least 10 feet. Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense AND to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.
7. Storage of Flammable, Explosive or Corrosive Materials: There shall be no storage of fuel or combustibles and no fueling of vehicles within PG&E's easement. No trash bins or incinerators are allowed.



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

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

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

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

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

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

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



# PUBLIC WORKS AGENCY

P.O. Box 1070 / 777 N. Colusa Street  
Willows, CA 95988

Airports  
Engineering  
Flood Control  
Roads & Bridges  
Solid Waste  
Surveyor

**Talia Richardson, Interim Director**

---

June 1, 2021

Glenn County Planning and  
Community Development Services  
777 N. Colusa Street  
Willows, CA 95988

Attn: Greg Conant, Assistant Planner

Subject: Conditional Use Permit 2000-010 – Subcarrier Communications  
Amendment No. 2021-001

## Comments

That the operator shall maintain off street parking in accordance with the requirements of Title 15.610 of the Glenn County Code.

## Conditions

None

Michael Biggs  
Engineering Technician III  
Glenn County Public Works

## Greg Conant

---

**From:** Lincoln, Edward@DOT <Edward.Lincoln@dot.ca.gov>  
**Sent:** Tuesday, May 25, 2021 10:06 AM  
**To:** Greg Conant  
**Cc:** Arnold, Gary S@DOT  
**Subject:** Conditional Use Permit Amendment 2000-010 (AMMD2021-001), Cell Tower Renewal

Hello Greg,

I just wanted to let you know that Caltrans does not have any comments regarding the Cell Tower Renewal, Conditional Use Permit Amendment. If there should be any changes regarding plans, specifically with the height or an expansion, please let us know.

Thank You

### **Edward Lincoln**

**Transportation Planner**

[Planning, Local Assistance, and Sustainability](#)

California Department of Transportation, District 3

703 B Street | Marysville, CA 95901

Email: [edward.lincoln@dot.ca.gov](mailto:edward.lincoln@dot.ca.gov)

[www.dot.ca.gov/D3/](http://www.dot.ca.gov/D3/)

M-F, 7-3:30pm

Office: (530) 741-5409



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

**GLENN COUNTY  
PLANNING AND COMMUNITY  
DEVELOPMENT SERVICES AGENCY**  
255 Tehama Street  
Willows, CA 95988  
(530) 934-6540  
[planning@countyofglenn.net](mailto:planning@countyofglenn.net)

**APPLICATION FOR CONDITIONAL USE PERMIT**

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

1. Applicant(s):

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

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

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

2. Property Owner(s):

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

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

Phone: \_\_\_\_\_ 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: \_\_\_\_\_

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

5. Existing Use of Property: \_\_\_\_\_
6. Request or Proposal:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Address and Location of Project: \_\_\_\_\_
8. Current Assessor's Parcel Number(s): \_\_\_\_\_
9. Existing Zoning (<http://gis.gcppwa.net/zoning/>): \_\_\_\_\_
10. 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:*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. Setback Dimensions (Distance from property line to proposed structure):  
North: \_\_\_\_\_ ft.                      South: \_\_\_\_\_ ft.  
East: \_\_\_\_\_ ft.                      West: \_\_\_\_\_ ft.  
Other Setback/s: \_\_\_\_\_ ft.
12. Provide the following information:  
Size of Assessor Parcel: \_\_\_\_\_ sq.ft.                      \_\_\_\_\_ acres  
Mean height of structure: \_\_\_\_\_ ft.                      Peak height of structure: \_\_\_\_\_ ft.  
Dimensions of proposed including overhangs: \_\_\_\_\_ ft. x \_\_\_\_\_ ft.  
Total Square Footage (Existing): \_\_\_\_\_ sq.ft.  
Total Square Footage (Proposed): \_\_\_\_\_ sq.ft.

**DECLARATION UNDER PENALTY OF PERJURY**

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

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

Applicant(s):

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

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

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

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

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: \_\_\_\_\_

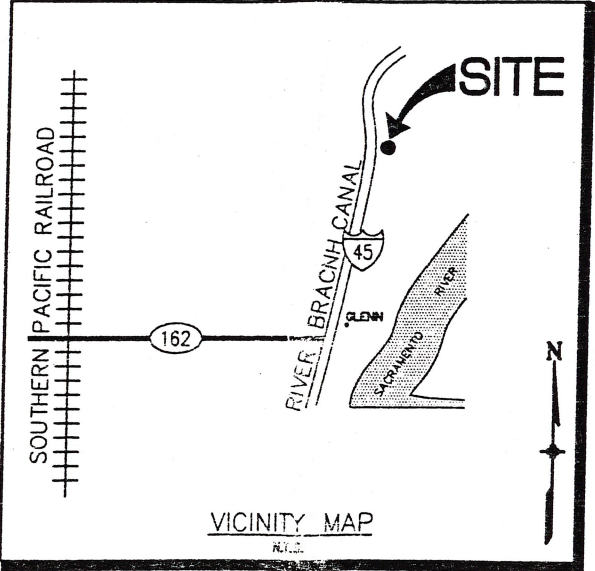
Date: \_\_\_\_\_

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

**ABBREVIATIONS & SYMBOLS**

AC	ASPHALTIC CONCRETE	GND	GROUND	(X) / (XX)	DETAIL NUMBER
ADJ.	ADJUSTABLE	GPS	GEOSTATIONARY POSITIONING SYSTEM	(X) / (XX)	GENERAL CROSS REFERENCING
AFF	ABOVE FINISHED FLOOR	INT.	INTERIOR	(X) / (XX)	SHEET NUMBER
AFG	ABOVE FINISHED GRADE	MAX.	MAXIMUM	(X) / (XX)	ELEVATION
ALUM.	ALUMINUM	MECH.	MECHANICAL	(X) / (XX)	SECTION
AMSL	ABOVE MEAN SEA LEVEL	MFR.	MANUFACTURER	(X) / (XX)	DETAIL
APPROX.	APPROXIMATE	MIN.	MINIMUM		
AWG	AMERICAN WIRE GAUGE	N.T.S.	NOT TO SCALE		
BCW	BARE COPPER WIRE	O.C.	ON CENTER		
BLKG.	BLOCKING	OPP.	OPPOSITE		
CAB.	CABINET	PL	PLATE		
CLG.	CEILING	S.F.	SQUARE FOOT		
CONC.	CONCRETE	SHT	SHEET		
CONT.	CONTINUOUS	STL	STEEL		
Cu	COPPER	SUSP.	SUSPENDED		
DIA.	DIAMETER	TNND	TINNED		
DWG.	DRAWING	T.O.C.	TOP OF CONCRETE		
E	EXISTING TO REMAIN	TYP.	TYPICAL		
EA.	EACH	U.O.N.	UNLESS OTHERWISE NOTED		
EL	ELEVATION	WP	WEATHERPROOF		
ELEC.	ELECTRICAL	W.W.F.	WELDED WIRE FABRIC		
EQ.	EQUAL	W/ &	WITH AND		
EQUIP.	EQUIPMENT	⊙	AT		
EXIST.	EXISTING				
EXT.	EXTERIOR				
F.F.	FINISHED FLOOR				
GA.	GAUGE				
GALV.	GALVANIZED				

GLENN CA05624-5  
 Site Plan



**GENERAL NOTES**

1. ADA COMPLIANCE: PCS FACILITY IS NOT STAFFED AND NOT NORMALLY OCCUPIED.

**LEGAL DESCRIPTION**

SITE PARCEL NO: 019-07-0-027-0  
 SITE NAME: GLENN  
 LEGAL DESCRIPTION:  
 THAT REAL PROPERTY IN THE COUNTY OF GLENN, STATE OF CALIFORNIA, SITUATE IN THE SOUTH HALF OF SECTION 55, SUBDIVISION OF THE GLENN RANCH, BEING ALSO A PORTION OF THE REMAINING LANDS AS SHOWN ON PARCEL MAP NO. 83-27, FILED FEBRUARY 10, 1984 IN BOOK 9 OF PARCEL MAPS, AT PAGE 21, GLENN COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS DISTANT NORTH 61°45'33" EAST 71.12 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 55; THENCE, FROM SAID POINT OF BEGINNING, NORTH 00°00'24" WEST 100.00 FEET; THENCE NORTH 89°59'06" EAST 100.00 FEET; THENCE SOUTH 00°00'24" EAST 100.00 FEET; THENCE SOUTH 89°59'06" WEST 100.00 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 0.23 ACRES OF LAND, MORE OR LESS.  
 THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM, N.A.D. 27, ZONE 2.

NO.	DATE	REVISION	BY	CHKD	APVLS
△	02/08/01	ISSUED FOR SBA REVIEW	MAN	AM	
△					
△					
△					
△					
△					
△					
△					



Northwestern Regional Office  
 4700 Northgate Blvd., Suite 160  
 Sacramento, CA 95834  
 Tel: 916.920.7900  
 Fax: 916.920.2343

Corporate Headquarters  
 20472 Crescent Bay Dr., Suite 104  
 Lake Forest, CA 92630  
 Tel: 949.470.7990  
 Fax: 949.470.7989

**PROJECT INFORMATION**

SITE ADDRESS: STATE HIGHWAY 45  
 GLENN, CA 95943  
 ZONING CLASSIFICATION: AG  
 AREA OF CONSTRUCTION (SQ FT): 10,000 SF  
 OCCUPANCY CLASSIFICATION: U (UNMANNED TELECOMMUNICATIONS FACILITY)

**PROJECT DIRECTORY**

OWNER: ABE GIESBRECHT, JR.  
 2632 HIGHWAY 45  
 GLENN, CA 95943

APPLICANT: SBA PROPERTIES, INC.  
 2386 FAIR OAKS BLVD.  
 SACRAMENTO, CA 95825

CONTACT: DOUG DIETER (916) 481-6095

AGENT: MERICOM CORPORATION  
 4700 NORTHGATE BLVD.  
 SACRAMENTO, CA 95834  
 (916) 920-2343 FAX

CONTACT: TOM DELUCA (916) 920-7900

ENGINEER: MERICOM CORPORATION  
 4700 NORTHGATE BLVD.  
 SACRAMENTO, CA 95834

CONTACT: ALLEN MAHNCKE/MARK NANNEY  
 (916) 920-7900

**DRAWINGS**

- T-1 TITLE SHEET
- C-1 SURVEY
- A-1 SITE PLAN AND ENLARGED SITE PLAN
- A-2 ELEVATION
- A-3 DETAILS
- E-1 ELECTRICAL PLAN
- E-2 GROUNDING PLAN
- E-3 DETAILS
- E-4 DETAILS



SITE INFORMATION  
 GLENN  
 STATE HIGHWAY 45  
 GLENN, CA 95943  
 CNSS-66501-000

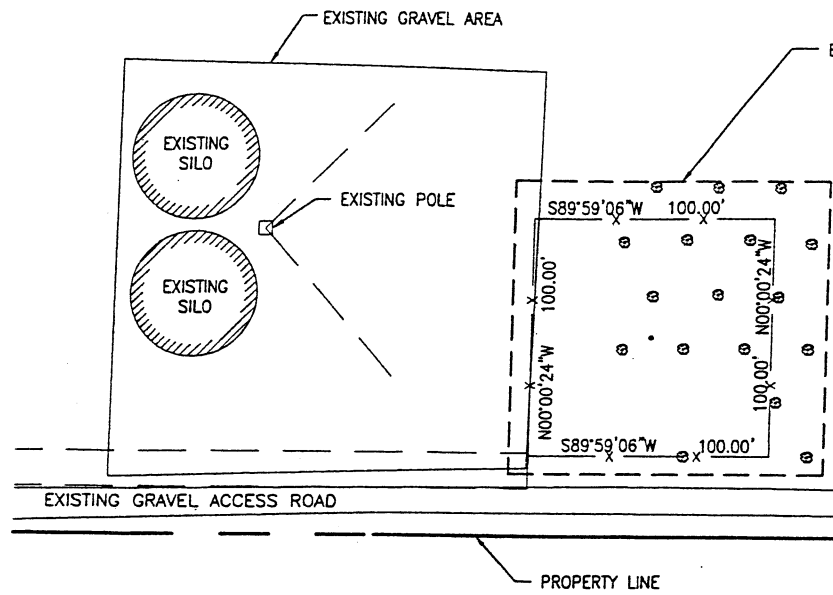
DESIGN TYPE  
 LATTICE TOWER  
 AND  
 FENCED AREA

SHEET TITLE  
 TITLE SHEET

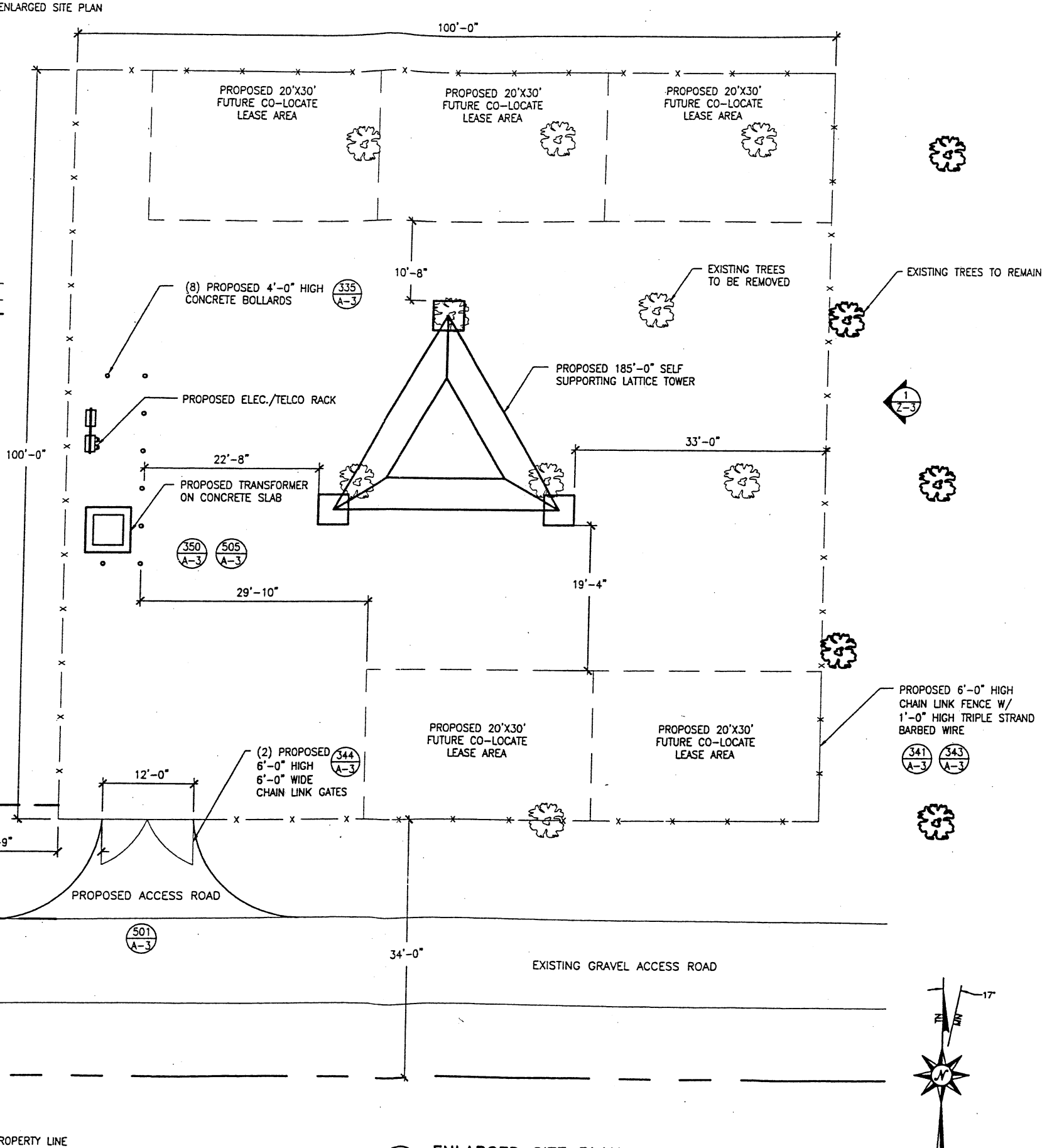
SHEET NUMBER  
 T-1

REV.  
 A



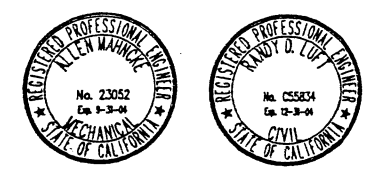


1 SITE PLAN  
SCALE: 1" = 40'



2 ENLARGED SITE PLAN  
SCALE: 1/8" = 1'-0"

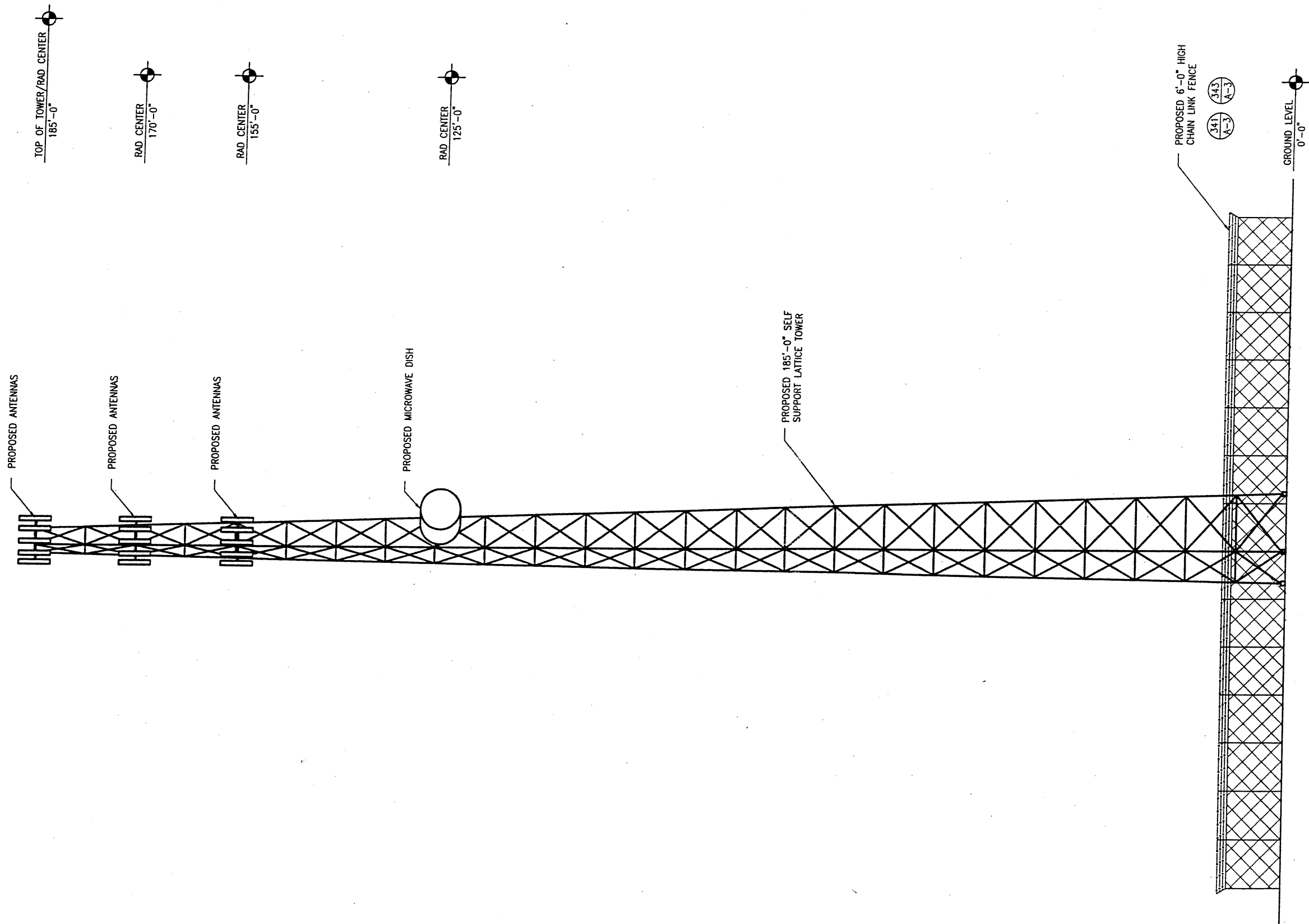
NO.	DATE	REVISION	BY	CHKD	APVLS
Δ	02 08 01	ISSUED FOR SBA REVIEW	MAN	AM	
Δ					
Δ					
Δ					
Δ					
Δ					
Δ					



**MERICOM CORPORATION**  
 Northwestern Regional Office: 4700 Northgate Blvd., Suite 160, Sacramento, CA 95834  
 Corporate Headquarters: 20472 Crescent Bay Dr., Suite 104, Lake Forest, CA 92650  
 Tel: 916.920.7900 Fax: 916.920.2343  
 Tel: 949.470.7990 Fax: 949.470.7989



SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
SITE PLAN AND ENLARGED SITE PLAN	
SHEET NUMBER	REV.
A-1	A
DWG NAME: A1	DATE: 02.07.01



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

NO.	DATE	REVISION	BY	CHKD	APVLS
△	02 08 01	ISSUED FOR SBA REVIEW	MAN	AM	
△					
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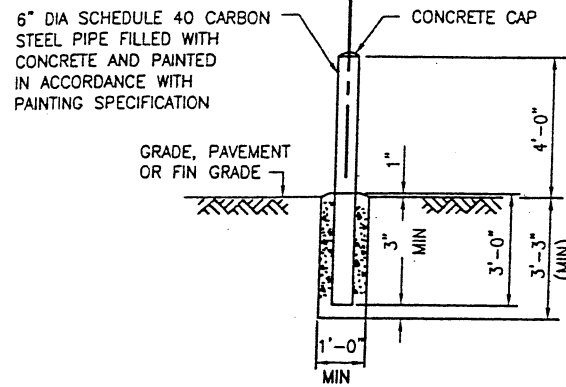


Northwestern Regional Office  
4700 Northgate Blvd., Suite 160  
Sacramento, CA 95834  
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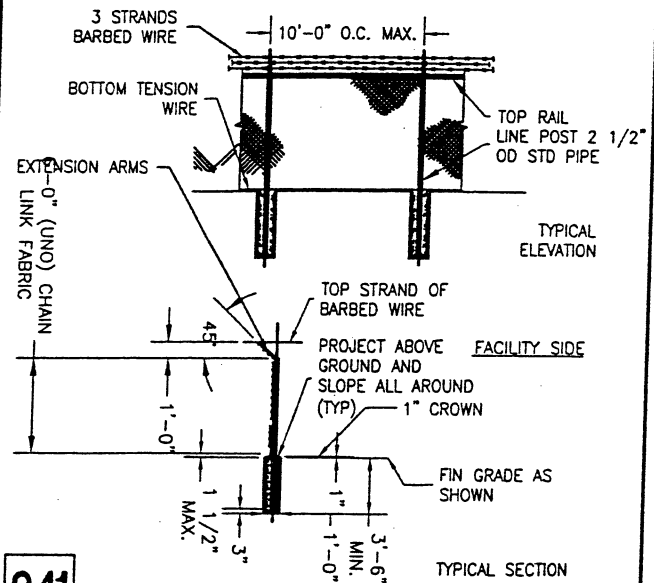
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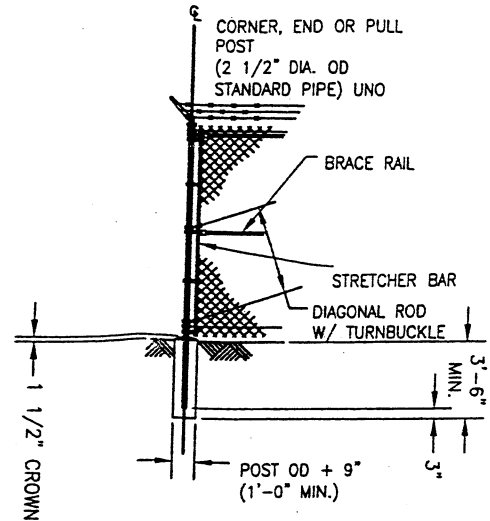
SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
ELEVATION	
SHEET NUMBER	
A-2	A
DWG NAME: A2	DATE: 02.07.01



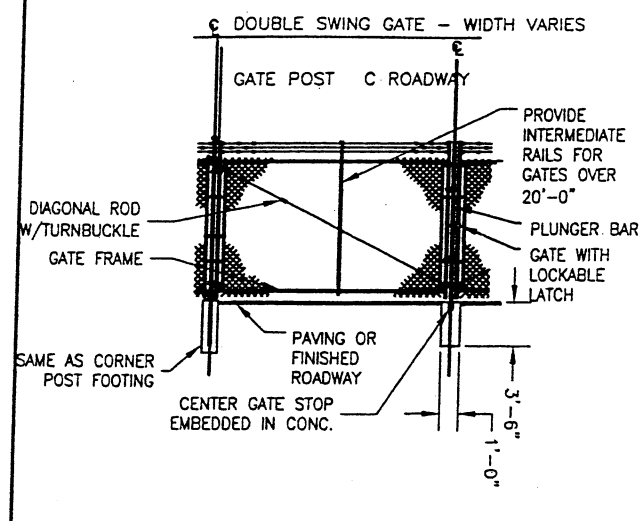
**335** GUARD POST (BOLLARD) SCALE: N.T.S.



**341** WOVEN WIRE FENCE SCALE: N.T.S.



**343** WOVEN WIRE CORNER AND ANCHOR POST SCALE: N.T.S.

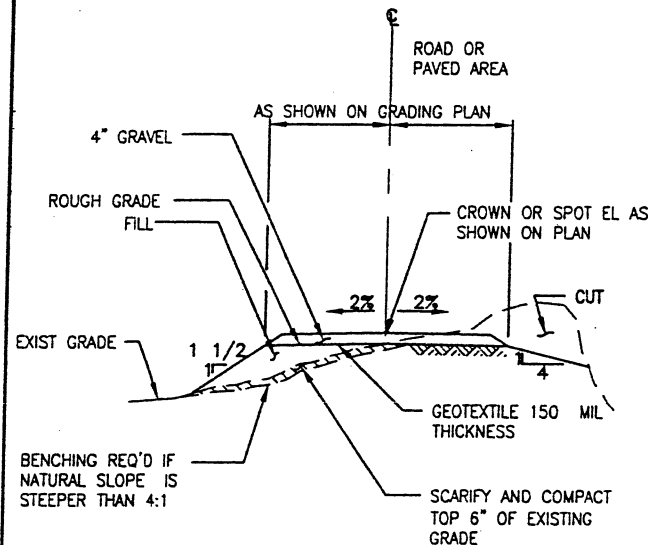


**344** WOVEN WIRE FENCE GATE, SINGLE SCALE: N.T.S.

**STANDARD CIVIL NOTES:**

- SITE WORK**
- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND STIPULATED IN THE PROJECT SUMMARY.
  - RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
  - THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE PCS EQUIPMENT, TOWER AREAS, AND ADJACENT BUILDINGS.
  - THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO THE CRUSHED STONE APPLICATION.
  - ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEERS. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW.
  - ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND SHALL BE CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF ENGINEERING.
  - THE AREAS OF THE CUSTOMER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE BUILDING, DRIVEWAY OR CRUSHED STONE, SHALL BE GRADED TO A UNIFORM SLOPE, FERTILIZED, SEEDED, AND COVERED WITH MULCH.

**500** STANDARD CIVIL NOTES SCALE: N.T.S.



**501** GRAVEL PAVEMENT SCALE: N.T.S.

NO.	DATE	REVISION	BY	CHKD	APVLS
1	02/08/01	ISSUED FOR SBA REVIEW	MAN	AM	
2					
3					
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5					
6					
7					
8					
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10					



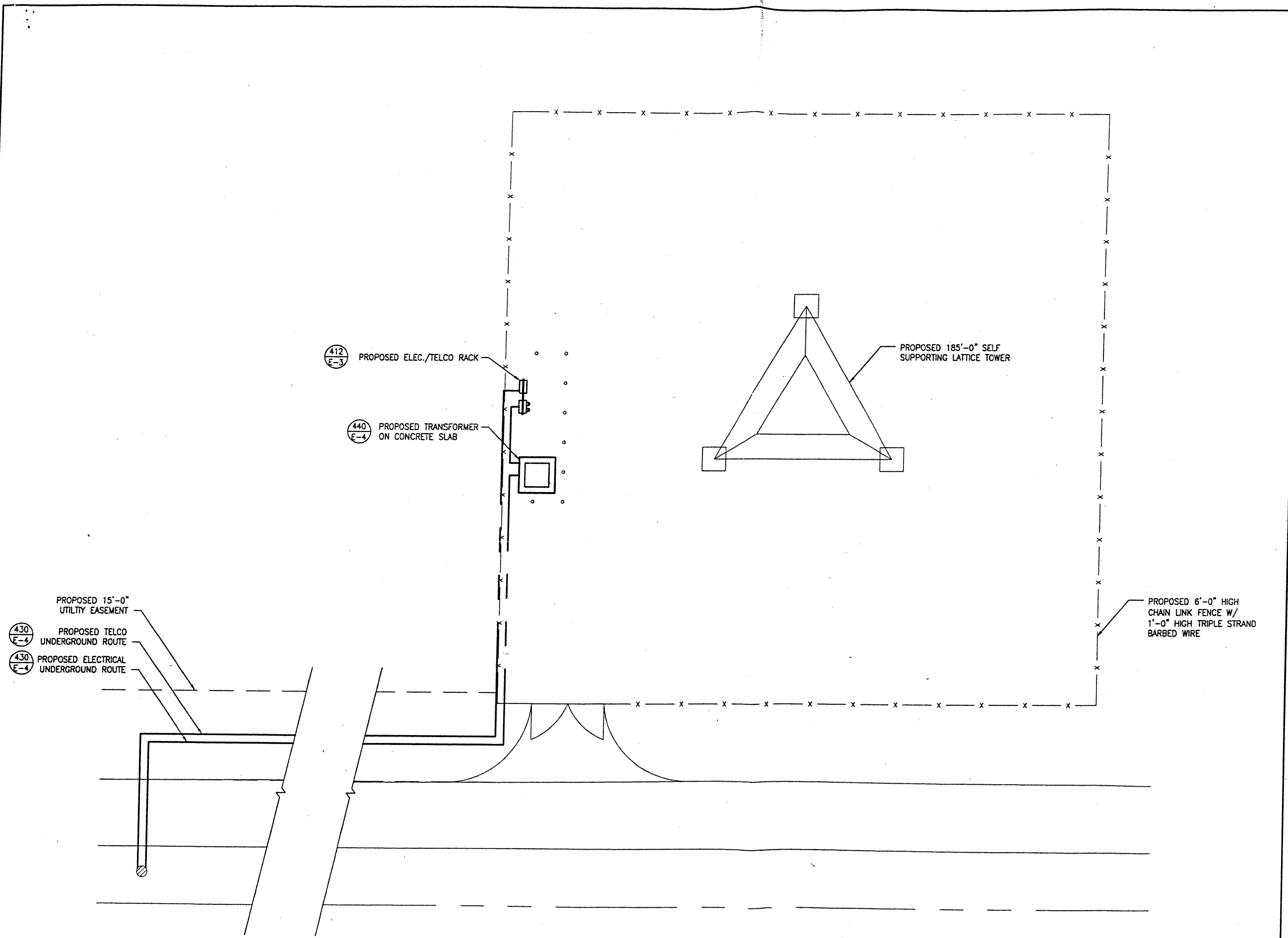
Northwestern Regional Office  
4700 Northgate Blvd., Suite 160  
Sacramento, CA 95834  
Tel: 916.920.7900  
Fax: 916.920.2343

Corporate Headquarters  
20472 Crescent Bay Dr., Suite 104  
Lake Forest, CA 92630  
Tel: 949.470.7990  
Fax: 949.470.7989



SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
DETAILS	
SHEET NUMBER	REV.
<b>A-3</b>	<b>A</b>
DWG NAME: A-3	DATE: 02.07.01





412  
E-3

PROPOSED ELEC./TELCO RACK

440  
E-4

PROPOSED TRANSFORMER ON CONCRETE SLAB

PROPOSED 185'-0" SELF SUPPORTING LATTICE TOWER

PROPOSED 15'-0" UTILITY EASEMENT

430  
E-4

PROPOSED TELCO UNDERGROUND ROUTE

430  
E-4

PROPOSED ELECTRICAL UNDERGROUND ROUTE

PROPOSED 6'-0" HIGH CHAIN LINK FENCE W/ 1'-0" HIGH TRIPLE STRAND BARBED WIRE

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

NO.	DATE	REVISION	BY	CHKD	APVLS
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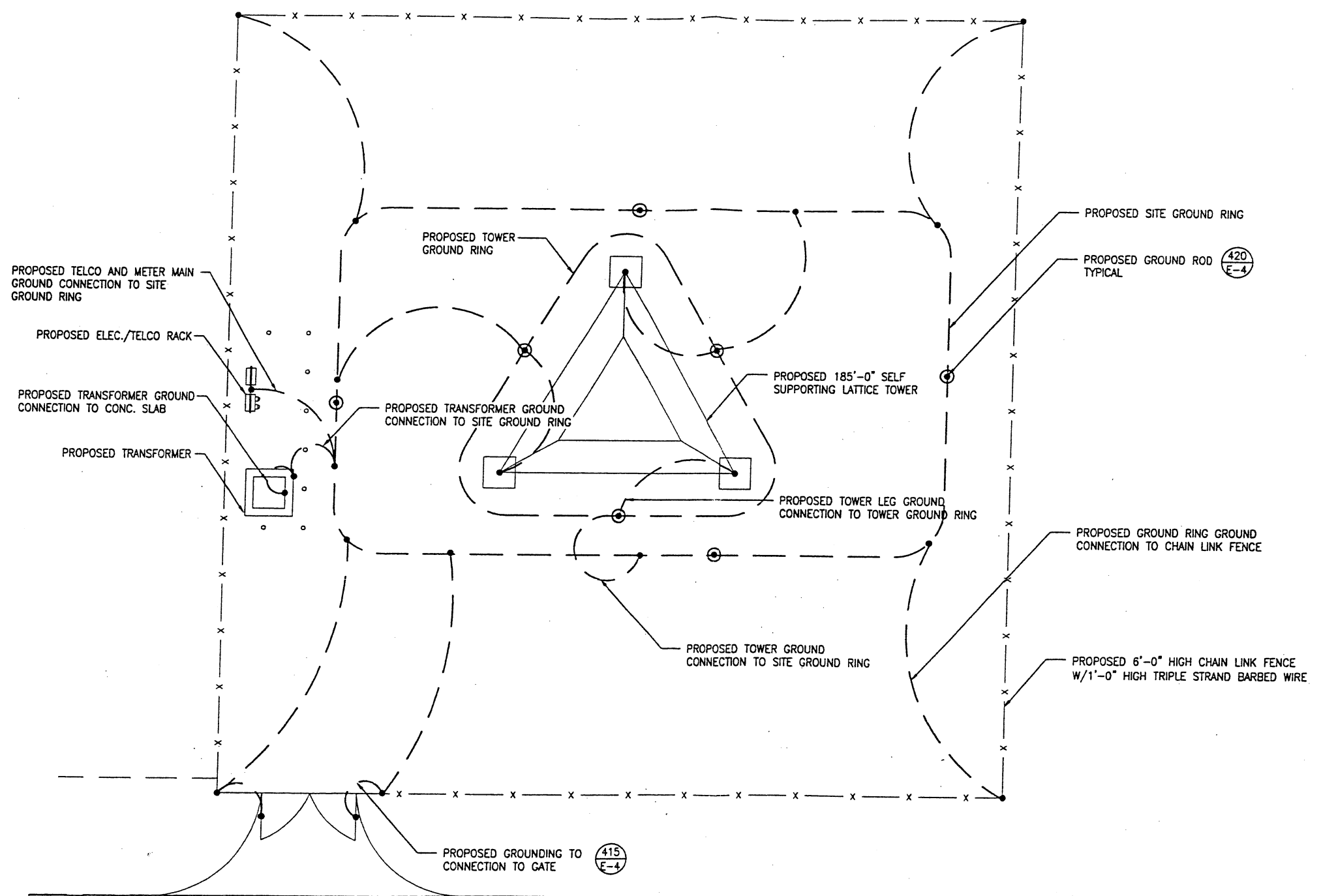


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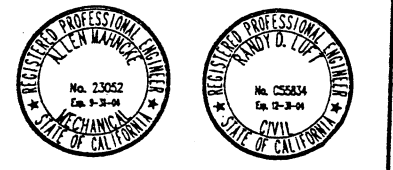


SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
ELECTRICAL PLAN	
SHEET NUMBER	REV.
E-1	A
DWG NAME: E1	DATE: 02.07.01



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

NO.	DATE	REVISION	BY	CHKD	APVLS
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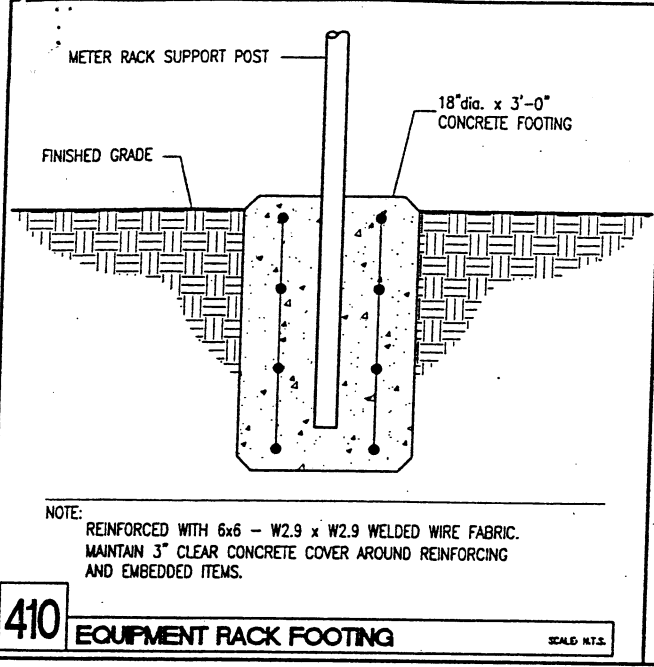
**MERICOM CORPORATION**

Northwestern Regional Office  
4700 Northgate Blvd., Suite 160  
Sacramento, CA 95834  
Tel: 916.920.7900  
Fax: 916.920.2343

Corporate Headquarters  
20472 Crescent Bay Dr., Suite 104  
Lake Forest, CA 92630  
Tel: 949.470.7990  
Fax: 949.470.7989

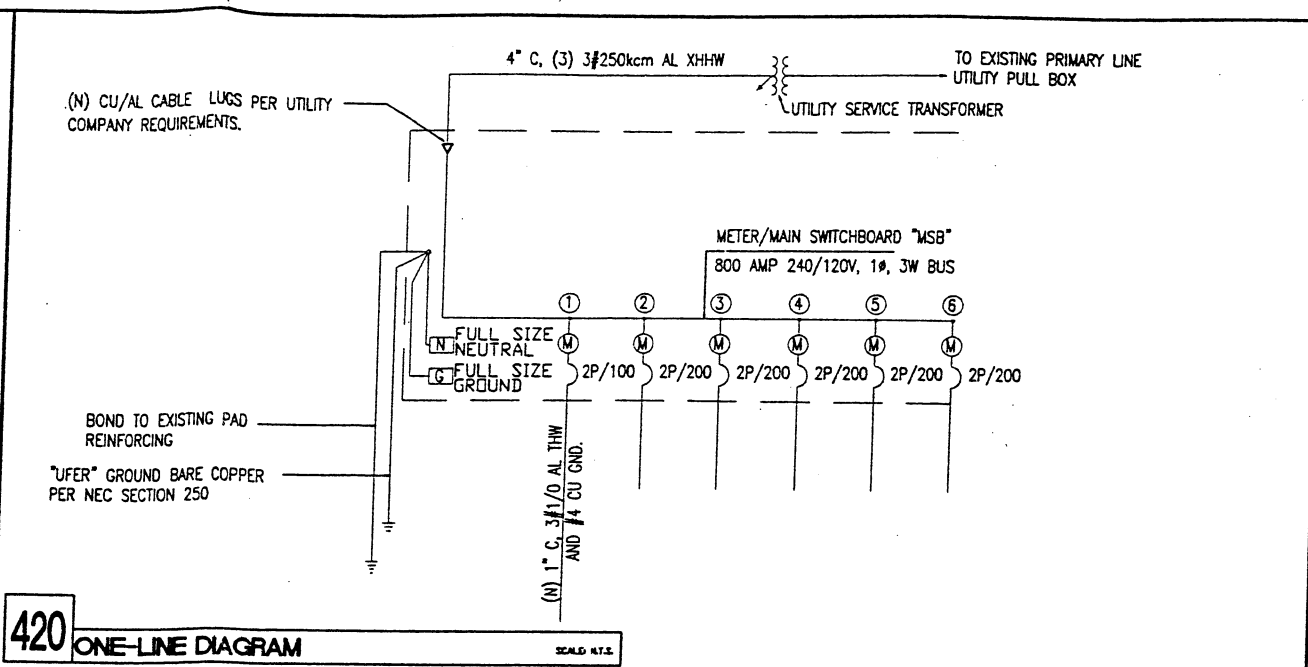


SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
GROUNDING PLAN	
SHEET NUMBER	REV.
E-2	A
DWG NAME: E2	DATE: 02.07.01

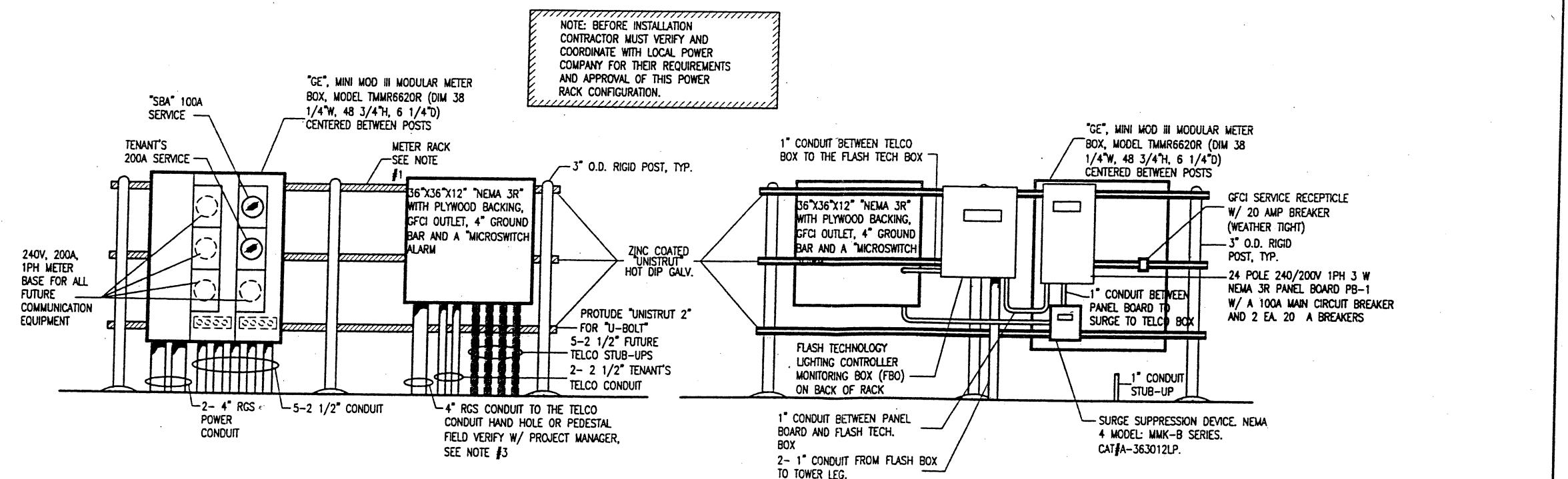


NOTE:  
REINFORCED WITH 6x6 - W2.9 x W2.9 WELDED WIRE FABRIC.  
MAINTAIN 3" CLEAR CONCRETE COVER AROUND REINFORCING  
AND EMBEDDED ITEMS.

**410** EQUIPMENT RACK FOOTING SCALE: N.T.S.



**420** ONE-LINE DIAGRAM SCALE: N.T.S.

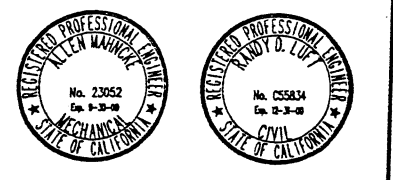


NOTE: BEFORE INSTALLATION CONTRACTOR MUST VERIFY AND COORDINATE WITH LOCAL POWER COMPANY FOR THEIR REQUIREMENTS AND APPROVAL OF THIS POWER RACK CONFIGURATION.

- NOTE:
- METER RACK SHALL BE 10'-0" FEET SIDE BY 6'-0" WIDE. FRAME SHALL BE HOT DIP GALV. "UNI-STRUT", CONNECT TO POST W/ "U-BOLT". SPRAY GALVANIZED BARE AREAS. COORDINATED OTHER DIMENSIONS WITH EQUIPMENT USED. SEE FOUNDATION DETAIL FOR FOOTING INFORMATION TYPICAL OF ALL 3" O.D. SUPPORT POSTS.
  - CONTRACTOR SHALL INSTALL A 1" CONDUIT FROM FLASH TECH MONITORING BOX TO THE PANEL BOARD AND FROM THE TELCO BOX TO THE FLASH TECH BOX. INSTALL 1" CONDUIT FROM TELCO BOX TO THE PANEL BOARD. CONDUITS SHALL BE RIGID GALV. STEEL (RGS) ABOVE GRADE AND PVC SCHEDULE 40 BELOW GRADE. CONTRACTOR SHALL VERIFY TYPE AND NUMBER OF CONDUCTORS TO BE INSTALLED WITH SBA TOWERS, INC.
  - CONTRACTOR SHALL INSTALL 4" TELCO CONDUIT FROM THE UTILITY TELCO RACK TO THE TELCO HAND HOLE. CONDUITS SHALL BE RIGID GALV. STEEL (RGS) ABOVE GRADE AND PVC SCHEDULE 40 BELOW GRADE. CONTRACTOR SHALL VERIFY TYPE AND NUMBER TELCO CABLES TO BE INSTALLED WITH SBA TOWERS, INC.
  - CONTRACTOR SHALL INSTALL 2-#12, #12G-3/4"C FROM PANEL BOARD PB-1 LOCATED ON THE METER RACK TO THE LIGHTING CONTROLLER. CONDUITS SHALL BE RIGID GALV. STEEL (RGS) ABOVE GRADE AND PVC SCHEDULE 40 BELOW GRADE.

**412** EQUIPMENT RACK DETAIL SCALE: N.T.S.

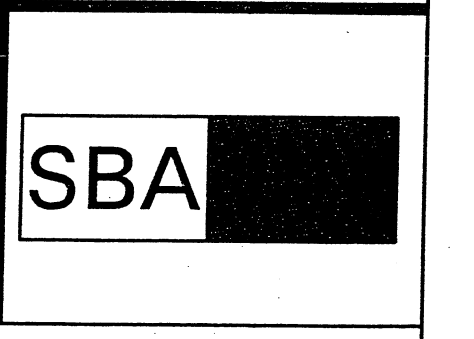
NO.	DATE	REVISION	BY	CHKD	APVLS
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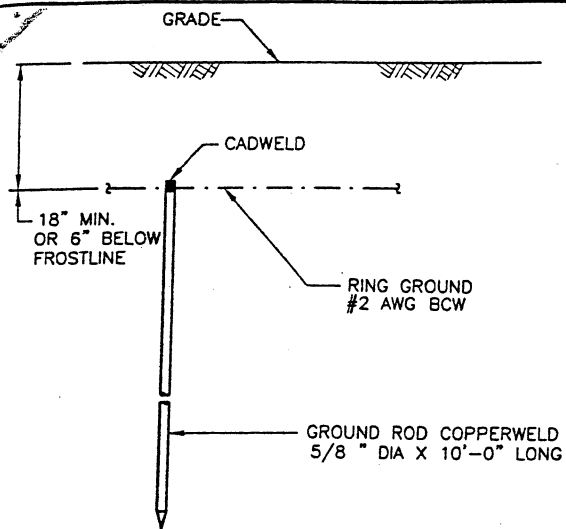
**MERICOM CORPORATION**

Northwestern Regional Office: 4700 Northgate Blvd., Suite 104, Sacramento, CA 95834  
Tel: 916.920.7900 Fax: 916.920.2343

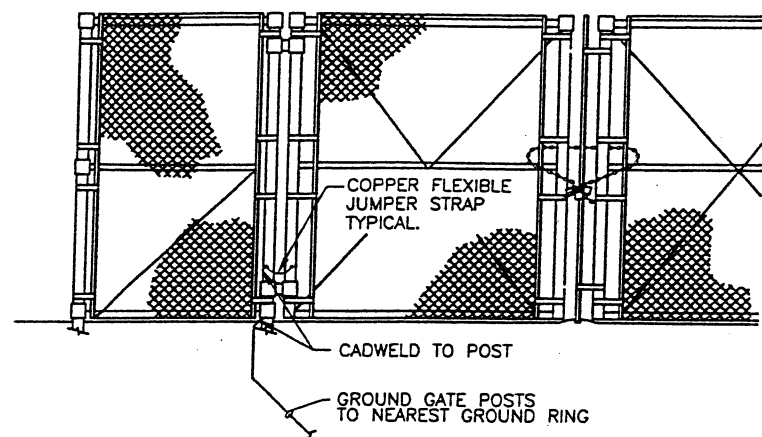
Corporate Headquarters: 20472 Crescent Bay Dr., Suite 104, Lake Forest, CA 92630  
Tel: 949.470.7990 Fax: 949.470.7989



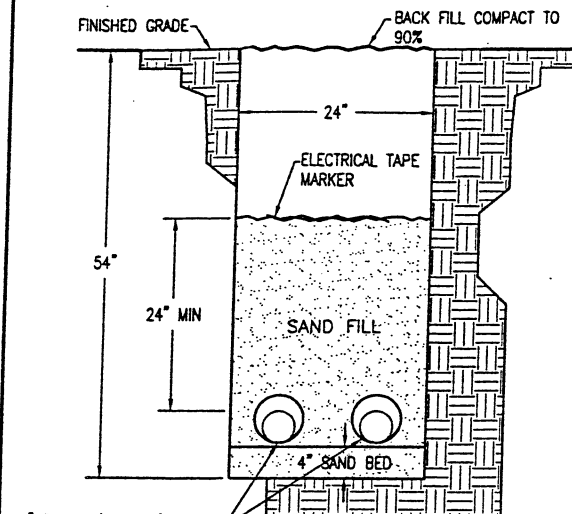
SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
DETAILS	
SHEET NUMBER	REV.
<b>E-3</b>	<b>A</b>
DWG NAME: E3	DATE: 02.06.01



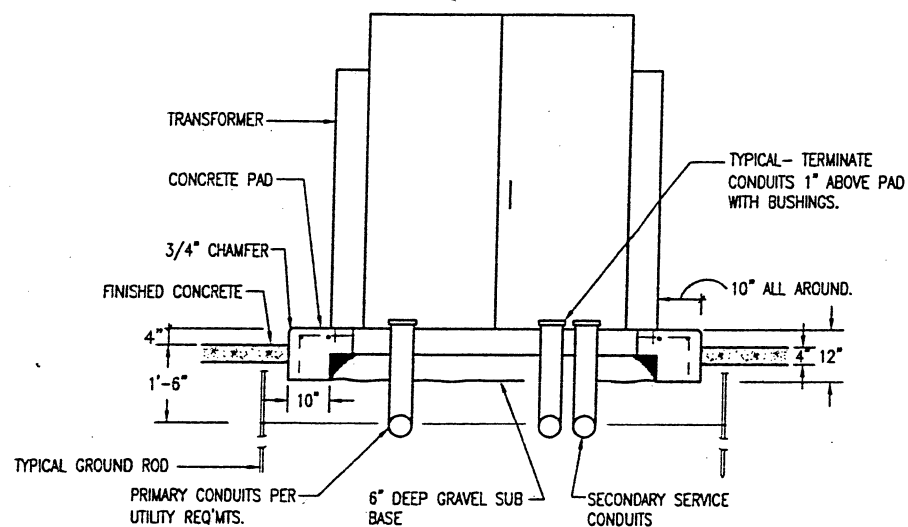
**425** GROUND ROD SCALE: N.T.S.



**415** FENCE GROUND SCALE: N.T.S.



**430** TYPICAL TRENCH SCALE: N.T.S.



**440** TYPICAL TRANSFORMER SCALE: N.T.S.

NO.	DATE	REVISION	BY	CHKD	APVLS
△	02 08 00	ISSUED FOR SBA REVIEW	MAN	AM	
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**MERICOM CORPORATION**

Northwestern Regional Office: 4700 Northgate Blvd., Suite 160, Sacramento, CA 95834  
 Corporate Headquarters: 20472 Crestwood Bay Dr., Suite 104, Lake Forest, CA 92630  
 Tel: 916.920.7900 Fax: 916.920.2343  
 Tel: 949.470.7990 Fax: 949.470.7989



SITE INFORMATION	
GLENN STATE HIGHWAY 45 GLENN, CA 95943 CNSS-66501-000	
DESIGN TYPE	
LATTICE TOWER AND FENCED AREA	
SHEET TITLE	
DETAILS	
SHEET NUMBER	REV.
<b>E-4</b>	<b>A</b>
DWG NAME: E4	DATE: 02.08.01

# OPTION & LAND LEASE

CA 5624-S

This Option and Land Lease, hereinafter referred to as "Agreement" or "Lease", is made the last day executed below by and between Abe Giesbrecht, Jr. and Rose M. Giesbrecht, husband and wife, having an address of 2632 Highway 45, Glenn, California 95943, Federal Tax ID or Social Security Number(s),

## 1. The Option.

(a) For the sum of One Thousand Dollars (\$1,000.00) (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Agreement and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). Upon Lessee's exercise of the Option, the Lease Agreement which follows will take effect.

(b) During the Option Period Lessee shall have the right to enter the Owner's property to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(c) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice Provisions specified herein. Upon Lessee's exercise of the Option, the Agreement which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 square feet of space as depicted in Exhibit B attached hereto (the "Leased Space") within the property commonly known as County of Glenn, State of California, Property Parcel Number 0190700270, with the legal description set forth in Exhibit A attached hereto ("Premises"). Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit B and be made a part hereof. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (the "Structures"), including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld or delayed.

3. Term. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in

no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term. The initial term and each successive renewal term shall be referred to herein as the "Term."

4. Rent. per month (the "Rent"), paid monthly in advance, which Lessee will pay to Lessor at the place as Lessor will designate to Lessee in writing. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. Beginning with the second (2nd) year of the Term and every year thereafter, the then current monthly rental fee will be increased by three (3%) percent. Each such year shall commence on the corresponding anniversary of the Commencement Date.

5. Ingress and Egress. Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the Term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the Term. The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memorandum or Short Form of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

Lessee agrees that Lessor may, at Lessor's expense, relocate the above described easements to another comparable location on the Premises provided that: (a) Lessee receives no less than sixty (60) days prior written notice thereof; (b) Lessee approves the proposed new location of the easement, which approval will not be unreasonably withheld or delayed; (c) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (d) the utility services to the Leased Space are not interrupted.

**6. Title and Quiet Possession.** Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
None	

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the term.

**7. Subordination, Non-disturbance and Attornment.**

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, of a Subordination, Non-disturbance and Attornment Agreement in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a lien on and security interest in all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. The Lenders may, in connection with any foreclosure or other similar

action relating to the Personal Property, enter upon the Leased Space (or permit their representatives to do so on their behalf) in order to implement a foreclosure or other action without liability to Lessor provided, however, that (i) rent is paid to Lessor during occupancy by or on behalf of the Lenders for any purpose, (ii) the Lenders pay for any damages caused by the Lenders or their representatives in removing the Personal Property from the Leased Space, and (iii) the Lenders otherwise comply with the terms of this Agreement. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. To the extent required by the terms of this Agreement, Lessor consents to any grant by Lessee to any Lenders of a lien on Lessee's leasehold interest in this Agreement. In the event Lessor gives Lessee any notice of default or termination of this Agreement (or commences any legal process relating thereto), Lessor will endeavor to simultaneously give a duplicate copy thereof to the Lenders but shall incur no liability due to Lessor's failure to give such notice and the failure to give such notice shall not limit Lessor's ability to exercise any remedies available to Lessor under this Agreement. Lessor agrees to accept performance on the part of any of the Lenders or their agents or representatives as though performed by Lessee to cure any default or condition for termination. The terms of this paragraph may not be modified, amended or terminated except in writing signed by the Lenders. Lessor has been made aware that Lessee has entered into a certain Credit Agreement with Lehman Commercial Paper Inc., as agent for a group of lenders, all of whom shall be considered Lenders for purposes of this paragraph and are, together with their successors and assigns, intended third party beneficiaries hereof and any notices to any Lenders required or desired to be given hereunder shall be directed to Lehman Commercial Paper Inc., 3 World Financial Center, New York, N.Y. 10285, Attn: Michael O'Brien or to such other Lender as Lehman Commercial Paper Inc. or Lessee designate in writing or at such other address as such party shall specify.

**8. Governmental Approvals and Compliance.**

During the Term, Lessee will make best efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space, or any nuisance. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended communications tower (the "Tower") and other structures on the Leased Space and will furnish copies of same to Lessor as

same are issued.

**9. Assignment and Subleasing.** Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent.

**10. Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

Rent shall be payable to: Abe Giesbrecht, Jr.

To Lessor: Abe Giesbrecht, Jr.  
2632 Highway 45  
Glenn, California 95943  
Phone #: (530) 934-3579

To Lessee: SBA Properties, Inc.  
One Town Center Road  
Third Floor  
Boca Raton, Florida 33486  
Attn: Site Administration  
Phone # (561) 995-7670

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

**11. Lessee Improvements.** Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Tower and the other Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing, and any other Structures will remain the property of Lessee. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities.

**12. Insurance.** Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessor as an additional insured party. On or before the commencement date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance covering the leased space and other properties by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

**13. Operating Expense.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

**14. Taxes.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Leased Space. However, Lessee will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

**15. Maintenance.** Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

**16. Hold Harmless.** Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be

so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Except as provided below in Section 17(a), neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

**17. Termination Rights.**

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains a Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Agreement or if any representation or warranty contained herein is found to be untrue; or (xi) if Lessee determines, in its sole discretion, that it will be unable to use the site for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder. Any rental fees paid prior to the termination date will be retained by Lessor. In the event Lessor fails to perform its obligations under this Agreement for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Agreement and therefore agrees to pay Lessee for all consequential damages

which Lessee will suffer as a result of Lessor's breach.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure.

**18. Exclusivity.** Lessor will not enter into a lease or license agreement during the term hereof with another party, which agreement permits on the Premises or any adjacent parcel of land owned, leased or managed by Lessor, the uses permitted herein or similar thereto.

**19. Binding on Successors.** The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

**20. Access to Leased Space/Premises.** Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

**21. Governing Law.** The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

**22. Entire Agreement.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

**23. Survey and Testing.** Lessee will have the right during the term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Tower and other Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Tower or other Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.



**24. Oil, Gas and Mineral Rights.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement Area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the County Clerk, provided, however, that any future oil, gas or mineral lease covering the above-described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

**25. Hazardous Waste.**

(a) The term Hazardous Materials will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42 U.S.C. '9601). The term Environmental Laws will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if the Breach gives rise to or results in liability (including, but not

limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the term of this Lease and any renewal periods thereof.

**26. Mechanic's and Landlord's Liens.** Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising Landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, equipment, improvement, fixtures or other property.

**27. Headings.** The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

**28. Time of Essence.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

**29. Severability.** If any section, subsection, term or provision of this Lease or the application thereof to any party

or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

**30. Real Estate Broker.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

**31. Further Assurances.** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Tower or other Structures) as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

**32. Right to Register or Record.** Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memorandum of Land Lease and record same in the public

records.

**33. Interpretation.** Each party to this Agreement and its counsel have reviewed and had the option to revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

**34. Right of First Refusal.** If at any time during the term of this Agreement Lessor receives (except such offer may be conditional upon the non-exercise of this right of first refusal) bona fide written offer from a third person ("Offer") to sell, assign, convey or otherwise transfer its interest in the Leased Space and/or Premises, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming unconditionally obligated. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise its right of First Refusal by notifying Lessor in writing. After thirty (30) days the Offer will be deemed rejected.

**35. Date of Agreement.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his name.

**COMMENCEMENT DATE:** The date that Lessee exercises its Option.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the last day and year specified below.

**LESSOR:** Abe Giesbrecht, Jr., and Rose M. Giesbrecht, husband and wife

**LESSEE:** SBA Properties, Inc., a Florida corporation

By:   
Abe Giesbrecht, Jr.  
Title: \_\_\_\_\_  
Date: 10-30-00

By:   
Alyssa Houlihan  
Title: Director of Leasing  
Date: 11/17/00

Witness:   
Print Name: Richard A. Thomas

Witness:   
Print Name: Ken Kapper

Witness:   
Print Name: Ron Campbell

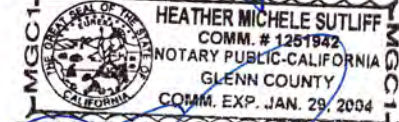
Witness:   
Print Name: Bionda J. Linton

**Notary Public:**

I, Heather Michele Sutliff, do hereby certify that ABE GIESBRECHT, JR. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30th day of October, 2000.

Heather Michele Sutliff  
Notary Signature



LESSOR: Abe Giesbrecht, Jr., and Rose M. Giesbrecht,  
husband and wife

By: [Signature]  
Rose M. Giesbrecht  
Title: \_\_\_\_\_  
Date: 10-30-00

Witness: [Signature]  
Print Name: Bob Campbell

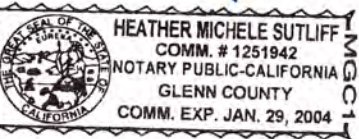
Witness: [Signature]  
Print Name: RICHARD M. THOMAS

**Notary Public:**

I, Heather Michele Sutliff, do hereby certify that ROSE M. GIESBRECHT personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 30th day of October, 2000.

Heather Michele Sutliff  
Notary Signature



**Notary Public:**

I, Tiffany S. Keeler, do hereby certify that ALYSSA HOULIHAN personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 17 day of November, 2000.

Tiffany S. Keeler  
Notary Signature



EXHIBIT A

ATTACH LEGAL DESCRIPTION FROM DEED

The South half of the South half of Section 55, and all that portion of the South half of the Southeast quarter of Section 56 lying East of the County Road leading from Princeton to Jacinto, as said lots are delineated and designated on that certain map entitled "Map of the Subdivision of the Glenn Ranch, Glenn County, California, surveyed by H. B. Shackelford, a licensed surveyor", filed August 23, 1900 in Book 1 of Maps and Surveys, page 110 in the office of the County Recorder of the County of Glenn.

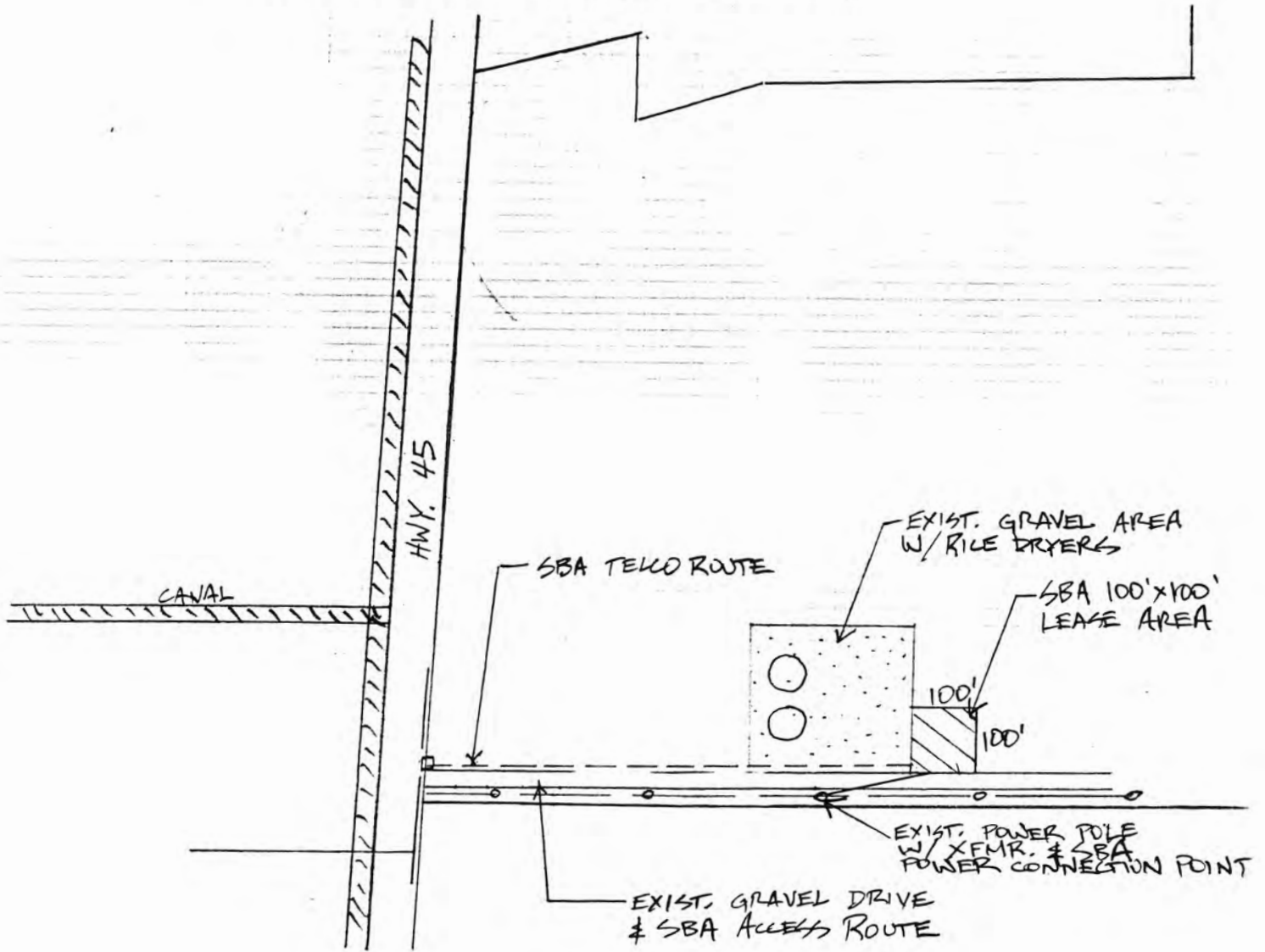
EXCEPTING THEREFROM any portion lying within the parcels of land described in the Decree Quieting Title in favor of Parrott Investment Company, a corporation, filed for record July 15, 1965, Butte County Superior Court No. 31680, and recorded July 20, 1965 in Book 480 of Official Records, at page 93.

ALSO EXCEPTING THEREFROM Parcel One of that certain Parcel Map filed for record in the office of the County Recorder of the County of Glenn, State of California on February 10, 1984 in Book 9 of Parcel Maps, at page 21. **88-0318**

Initials *AG*  
Initials *AG*  
*AG*

EXHIBIT B

(Current Sketch/Survey of the Leased Space within the Premises)



NOTE: POWER & TELCO  
ROUTES ARE  
PRELIMINARY  
& SUBJECT TO CHANGE

NOT TO SCALE

Initials AG  
Initials AG

DU