

CITY OF BARSTOW ZONING "CONDITIONAL USE PERMIT" SUBMITTAL NARRATIVE

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

Market/Project Name: US-CA-5172-VB-CA

BARSTOW-WARNER PARK

VERTICAL BRIDGE

Date: 6/28/21

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Wireless Carrier Telecommunication site

ADDRESS: WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

Accessors Parcel Number: 046-121-003

City of Brawley

Planning & Development Department

400 Main Street,
Brawley CA 92227

Attn: Gordon Gaste; Zoning Director

RE: Vertical Bridge Conditional Use Permit Zoning Submittal for City of Brawley Zoning Application to for a Wireless CUP for a Wireless Communications Facility approval on a New Wireless Communications Facility (as specified in Chapter 8C Article IV Sec 8C.5. and Article V 8C.6 1. (iii), including Development Regulations, subject to Articles VIII thru Articles XII and Article XIV. The Application is for a new 110' Monopole (colocatable) site build located in the Northwest of the existing parcel, just South of the City Batting Cages. Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), including the equipment within an 8' high chain linked fenced (with privacy slats) in compound 36' x 36'. Equipment within the compound will be on cement slabs, which complies with the Wireless Communications Facilities Ordinance which mandates the City Regulations and requirements located at WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227.

Dear Gordon:

Vertical Bridge "Conditional Use Permit" Zoning Submittal for the City of Brawley Application for a CUP Wireless Communications Facility approval on a New Wireless Communications Facility (as specified in Chapter 8C Article IV Sec 8C.5. and Article V 8C.6 1. (iii), including Development Regulations, subject to Articles VIII thru Articles XII and Article XIV.

The CUP process selected shall approve this proposal as it is an eligible facility as to the Article V 8C.6 1. (iii), "Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 8C.5 and hold an executed license or lease agreement."

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Vertical Bridge is requesting for a new site location where they have Leased space and access from the City of Brawley for a wireless Monopole antenna site to be built and located in the Warner Park baseball facilities located in the Northwest of the existing parcel, just South of the City Batting Cages. Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), including the equipment within an 8' high chain linked fenced (with privacy slats- painted to match the ballpark colors) in compound 36' x 36'. As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITES, and like most of the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius, which is the required Search Ring area for VB Engineering Coverage Objective. The proposed VB site does not substantially change the physical aesthetics of the surrounding area, which is owned by the City of Brawley, as there are many other Park light standard within the same Warner Park facility for the baseball field lighting. The physical aesthetics of the proposed pole is commensurate with the area that has other electrical poles, ballpark light standards and tall caging for the front of the baseball field from (VB) proposed site location. The proposed telecommunication site and its location has no known health hazards.

Vertical Bridge requires better coverage in the immediate area and is requesting an approval for a Wireless CUP for a Wireless Communications Facility where the design is defined as a ("Monopole") to build a new site build with a 110' Monopole (colocatable). Vertical Bridge is complying with the Cities Ordinance and their requirements due to the PUBLIC FACILITES zoning on parcel which are allowing for commercial entities on those zoned like parcels, and with the space of the parcel in the immediate area The City of Brawley would allow Vertical Bridge to be approved for an CUP at this proposed location.

- A. The cell towers including this cell tower within the city are registered with the Federal Communication Commission and part of the EAS program. Each cell tower is mandated as part of the EAS national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SOARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas. The FCC, in conjunction with Federal Emergency Management Agency (FEMA) and the National Oceanic and Atmospheric Administration's National Weather Service (NWS), implements the EAS at the federal level.
- B. Per the FCC, the City can require an CUP and or a Variance and other processes for their review and approval process. However, the city cannot design a carriers' network or how many sites the carrier needs to build to provide design coverage. Please note and understand this cell site is a cell split for capacity issues and the height is necessary to achieve the capacity offloading necessary to continue to provide designed requirements. Please refer to the FCC Sections accordingly:
- C. The proposed site is the only alternative to having NO site which means a multitude of new towers, which could cover the Vertical Bridge (RF) coverage objectives where there is a major hole in their coverage 5G system build where right now has blocked calls, emergency calls which is causing terrible coverage, per the FCC Federal Communications Directives.

- D. City cannot dictate the design of the carrier network. If a new cell is required for capacity reasons, then that is the design of their network.

The FCC has interpreted TCA Section 332(c)(3)(A) to preempt local authority to dictate the design of a provider's network. *In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure*

Inv., 33 F.C.C. Rcd. 9088 at N. 84 (F.C.C. 2018); *see also Bastien v. AT&T Wireless Servs., Inc.*, 205 F.3d 983,

989 (7th Cir. 2000). Accordingly, no local authority may determine the number, placement, or operation of cell towers because that responsibility has been delegated exclusively to the FCC. *Bastien*, 205 F.3d at 989.

Article V. Permitting Requirements.

Sec. 8C.6. Permitting and application requirements

1. Conditional Use Permit before the Planning Director. Certain communication facilities may be conditionally approved by the planning director, as described in this subsection.
 - a. Qualifying Facilities. The following types of communication facilities qualify for a use permit before the planning director:
 - (iii) **Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 8C.5 and hold an executed license or lease agreement.**
 - b. Required Findings. In order for the planning director to approve a proposed communication facility under a conditional use permit, the planning director shall make the findings required for a conditional use permit, as well as the following additional findings:
 - (i) The facility complies with all applicable provisions of this chapter.

VB ANSWER: Vertical Bridge facility complies with all applicable provisions of this chapter.
 - (ii) The facility either (A) does not require an RF Environmental Evaluation Report as described in Section 8C.9, or (B) the RF Environmental Evaluation Report for the facility shows that the cumulative radio-frequency energy emitted by the facility and any nearby facilities will be consistent with FCC regulations.

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

VB ANSWER: (B) Vertical Bridge has submitted as part of the CUP Application an RF Environmental Evaluation Report for the facility which shows that the cumulative radio-frequency energy emitted by the facility and any nearby facilities will be consistent with FCC regulations. (See: VerticalBridge_US-CA-5172_EME Compliance_v1.docx

- (iii) The facility blends in with its existing environment and will not have significant adverse visual impacts.

VB ANSWER: As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITIES, and like most of the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius. The proposed VB site does not substantially change the physical aesthetics of the surrounding area, which is owned by the City of Brawley, as there is other Park light standard within the same Warner Park facility for the baseball field lighting. The physical aesthetics of the proposed pole is commensurate with the area that has other electrical poles, ballpark light standards and tall caging for the front of the baseball field from (VB) proposed site location.

- c. Administrative Approval Process. The planning director may administratively approve a proposed communication facility by using the following process:

VB ANSWER: Vertical Bridge Agrees with the following Zoning Directors processes (i) thru (vi).

- d. List of Administratively Approved Uses. The following uses may be approved by the planning director after conducting an administrative review:

(i) Locating a tower, antenna or facility, including the placement of additional buildings or other supporting equipment used in connection with said tower or antenna, in any industrial or heavy commercial zone or a grouped facility.

VB ANSWER: As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITIES, and like most of the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius. There are NO industrial or heavy commercial zones or a grouped facility in the VB Search Ring 1-mile radius as required by the RF Engineers Coverage Objectives.

(ii) Locating antennas or existing structures or towers consistent with the terms of subsections (A) and (B) of this subsection.

VB ANSWER: Applies to d.(ii) both A & B: There are no existing structures within a 1-mile radius with the height and location required for the Vertical Bridge RF Engineers Coverage Objectives.

(iii) New towers in non-resident zones. Locating any new tower in a non-resident zone other than industrial or heavy commercial, provided a licensed professional

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

engineer certifies that the tower can structurally accommodate the number of shared users proposed by the applicant; the planning director concludes the tower is in conformity with the goals and requirements of this chapter; the tower meets all setback and separation requirements of the base zone; and the tower meets the following height and usage criteria:

VB ANSWER: (C) For three or more users, up to one hundred twenty feet in height.

Vertical Bridge requires better coverage in the immediate area and is requesting an approval for a Wireless CUP for a Wireless Communications Facility where the design is defined as a ("Monopole") to build a new site build with a 110' Monopole (colocatable). The 110' will allow for up to three or more users.

(iv) Locating any alternative tower structure in a zone other than industrial or heavy commercial that in the judgment of the planning director is in conformity with the goals set forth in Section 8C.2 of this chapter.

VB ANSWER: As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITES, and like most of the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius, which is the required Search Ring area for VB Engineering Coverage Objective.

(v) Installing a cable microcell network through the use of multiple low-powered transmitters/ receivers attached to existing wireline systems, such as conventional cable or telephone wires, or similar technology that does not require the use of towers.

VB ANSWER: Vertical Bridge RF Coverage Objective will not allow for a Small System build, as the coverage is required over a greater area due to the over-use of the existing systems; cannot use, (cable microcell network through the use of multiple low-powered transmitters/ receivers attached to existing wireline systems).

Article IV. General Requirements.

Sec. 8C.5. General requirements.

All new, altered, and re-permitted communication facilities in the city, with the exception of those exempted under Section 8C.4, shall meet the following general requirements, regardless of the zone in which they are located:

1. Zones. Wireless communication facilities may be located in all base zones which allow such facilities, upon approval of a conditional use permit as described below.

VB ANSWER: As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITES, and like most of

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius, which is the required Search Ring area for VB Engineering Coverage Objective.

2. Use Permit Required. All wireless communication facilities and all wired or fiber regeneration facilities other than those designated as exempt under Section BC.4 require a conditional use permit (CUP). To obtain a conditional use permit, a hearing is required before either the planning director or the planning commission, as provided for in article 19 of chapter 27 of this code.

VB ANSWER: Vertical Bridge "Conditional Use Permit" Zoning Submittal for the City of Brawley Application for a CUP Wireless Communications Facility approval on a New Wireless Communications Facility (as specified in Chapter 8C Article IV Sec 8C.5. and Article V 8C.6 1. (iii), including Development Regulations, subject to Articles VIII thru Articles XII and Article XIV.

The CUP process selected shall approve this proposal as it is an eligible facility as to the Article V 8C.6 1. (iii), "Communication facilities installed on publicly owned property, regardless of zone, provided they comply with the general requirements in Section 8C.5 and hold an executed license or lease agreement."

Vertical Bridge complies with the Conditional Use Permit, a hearing is required before either the planning director or the planning commission, as provided for in article 19 of chapter 27 of this code.

3. Building Permit Required. All communication facilities shall require a building permit issued by the city.

VB ANSWER: Vertical Bridge will apply for a building Permit to comply with the City of Brawley Ordinance.

4. Design Consistency with the Surrounding Environment. To the maximum extent feasible, all wireless communication facilities and all regeneration facilities shall blend in with the predominant features of the existing natural and/or built environments in which they are located. To this end, co-location, stealth mounts, structure mounts and ground mounts are particularly encouraged.

VB ANSWER: As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITES, and like most of the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius, which is the required Search Ring area for VB Engineering Coverage Objective. The proposed VB site does not substantially change the physical aesthetics of the surrounding area, which is owned by the City of Brawley, as there is other Park light standard within the same Warner Park facility for the baseball field lighting. The physical aesthetics of the proposed pole is commensurate with the area that has other electrical poles, ballpark light standards and tall caging for the front of the baseball field from (VB) proposed site location.

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

5. Height. All communication facilities shall conform to the following height requirements:

- a. All communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone unless a variance is approved concurrent with a CUP. (For example, if the number of co-locators that a particular facility is designed for is four and the required height is eighty feet, then the allowed height of the facility would be one hundred ten feet and if it is five co-locators, then it would be one hundred twenty feet).

VB ANSWER: Vertical Bridge communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone of PUBLIC FACILITIES and requires better coverage in the immediate area and is requesting an approval for a Wireless CUP for a Wireless Communications Facility where the design is defined as a ("Monopole") to build a new site build with a 110' Monopole (colocatable). The 110' will allow for up to three or more users.

- b. All communication facilities constructed within three-fourths mile of a designated scenic corridor (as designated by the city general plan) shall conform with the height limit in the zone in which they are located. New facilities that are co-located with an existing facility may exceed their zone's height limit, provided that the installation of the new facility does not require a height increase of the existing facility.

VB ANSWER: There is no designated scenic corridor (as designated by the city general plan) within three-fourths mile, and Vertical Bridge does conform with the height limit in the zone in which they are located, due to the collocation capability of 3 or more carriers.

- c. Outside of the three-fourths mile range of a designated scenic corridor, communication facility, except an exempt facility, may exceed one hundred twenty feet. A bonus of twenty additional feet per facility, up to a maximum height of three hundred feet, is permissible for operators co-locating on a single facility.

VB ANSWER: Vertical Bridge communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone of PUBLIC FACILITIES and requires better coverage in the immediate area and is requesting an approval for a Wireless CUP for a Wireless Communications Facility where the design is defined as a ("Monopole") to build a new site build with a 110' Monopole (colocatable). The 110' will allow for up to three or more users.

- d. No roof-mounted wireless communication facility, except an exempt facility, may be more than twelve feet taller than the roof of the building on which it is mounted, unless facility is fully screened, and height does not exceed height permitted by applicable zoning code.

VB ANSWER: The Screening is the existing ballpark lighting in the ballpark, as the proposed 110' monopole is in the Warner Park Ballpark. The proposed VB site does not

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

substantially change the physical aesthetics of the surrounding area, which is owned by the City of Brawley, as there is other Park light standard within the same Warner Park facility for the baseball field lighting. The physical aesthetics of the proposed pole is commensurate with the area that has other electrical poles, ballpark light standards and tall caging for the front of the baseball field from (VB) proposed site location.

- e. If an operator wishes to apply for an exception to these height limitations, then the facility shall be subject to the provisions in article 19 of chapter 27 of this code relating to conditional use permits and variances hearing processes.

VB ANSWER: Vertical Bridge is complying with the height limitations as the monopole will hold up to 3 or more carriers for collocation.

- 6. Screening. All communication facilities shall be screened to the maximum extent possible, pursuant to the following requirements:
 - a. Ground and tower-mounted antennas and all sound structures shall be located within areas where substantial screening by vegetation, landform and/or buildings can be achieved. Additional vegetation and/or other screening may be required as a condition of approval. Each structural screening shall be based on a recommendation from the planning department having addressed the visual impacts which in some instance may, in fact, warrant no screening.

VB ANSWER: Vertical Bridge is requesting for a new site location where they have Leased space and access from the City of Brawley for a wireless Monopole antenna site to be built and located in the Warner Park baseball facilities located in the Northwest of the existing parcel, just South of the City Batting Cages. Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), including the equipment within an 8' high chain linked fenced (with privacy slats- painted to match the ballpark colors) in compound 36' x 36'. As the Vertical Bridge Radio Frequency Engineers required this immediate area and specific parcel, which is Zoned PUBLIC FACILITES, and like most of the parcels in the area are limited in their acreage as all the parcels are for a 1-mile radius, which is the required Search Ring area for VB Engineering Coverage Objective.

- b. The projection of structure-mounted antennas from the face of the structure to which they are attached shall be minimized.

VB ANSWER: Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), and VB RF Engineers will design antenna configuration to be as close as possible to the monopole structure. As to the look of the attached PHOTO SIMULATIONS as part of the zoning submittal at pre-app meeting. There is a required separation of antennas due to potential diversity which causes another 1.5" to the antenna configuration. Please see attached site plans. As part of the zoning submittal there is a PDF of the antenna configuration showing with the 8 ft FASB antenna w/2 ft.

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

standoff & COVP mounted on standoff arm which requires the total antenna width of 8' but intended to be visually minimized.

- c. Roof-mounted antennas shall be set back from the edge of the roof a distance greater than or equal to the height of the antenna, except when the antennas are fully screened. For roof-mounted antennas, a screening structure that is architecturally compatible with the building on which it is mounted may also be required as a condition of approval. Antenna panels mounted flush on the outside of the parapet wall of an existing building and painted to match the exterior of the building may be allowed.

VB ANSWER: N/A, as this proposed site is a 110' monopole in the Warner Park baseball field area.

7. Radio-frequency Exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. To that end, no communication facility or combination of facilities shall produce at any time power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a facility meets this standard is required. A copy of the certification from the FCC shall be submitted to the city.

VB ANSWER: RF Emissions and Radio frequency exposure are within FCC limits for this proposed Vertical Bridge, and the Wireless carrier is submitting a report demonstrating compliance with FCC regulation (see EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, as part of the submittal).

"Engineering Wireless Services (EWS) evaluated the proposed Vertical Bridge monopole with site ID: US-CA-5172 to determine compliance with regulations on radio frequency (RF) electro-magnetic emissions (EME). At the time of the evaluation, T-Mobile site ID: SD0277A is the only proposed installation on the tower. Acceptable EME levels are determined and governed by the Federal Communications Commission (FCC). EWS uses the FCC guidelines and industry standards in evaluating compliance. After carefully consideration, calculations show the T-Mobile Site on the Vertical Bridge tower will meet FCC regulations." ((see EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, Russell Stradling Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

8. Cabling. For structure-mounted antennas, all visible cabling between equipment and antennas shall be routed within the building wherever feasible, or on the roof below the parapet wall. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

VB ANSWER: Cabling is proposed to be installed within the monopole, but when there are other carriers which collocate then there may be cabling on the outside within a cable

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

tray, but zoning will be approve the new carrier at that time. Cabling on the exterior of a building or monopole shall be located within cable trays painted to match. All cabling shall be performed in accordance with the NEC (National Electrical Code).

9. **Painting and Lighting.** All facilities shall be painted or constructed of materials to minimize visual impact. All towers shall be painted in a non-reflective and preferably earth tone colors. All towers shall be lit with approved lighting as required by the FAA and such standards as may be established by the Imperial County Airport Land Use Commissions or the city.

VB ANSWER: Painting: All towers shall be painted in a non-reflective and preferably earth tone colors, as the existing ballpark light standard are colored.

Lighting: All towers shall be lit with approved lighting as required by the FAA and such standards as may be established by the Imperial County Airport Land Use Commissions or the city, but NO lighting will be required as VB has decision form FAA, per US-CA-5172_FAA_DETERMINATION OF NO HAZARD TO AIR NAVIGATION 031221.

Lighting in the site compound: The lighting for the site is going to be located below the top of the 8' chain link fence (privacy slats) (the community requested) and will be shaded to only light the lease space area inside the compound where both the pole and the equipment will be located to work on in the case of an emergency.

10. **Noise.** All communication facilities shall be designed to minimize noise. If a facility is located in or within one hundred feet of a residential zone, noise attenuation measures shall be included to reduce noise levels to a maximum exterior noise level of fifty dBs at the facility site's property lines. There are no generators planned at this site.

VB ANSWER: There is very little or No noise as the individual cabinets are internally cooled within, and the cabinets holding the radios are built to allow for no noise or the decibels of any noise would be blocked by the compound chain link fence with privacy slats at 8' height, to mitigate noise.

11. **Accessory Structures.** Enclosures and cabinets housing equipment related to a wireless communication facility shall meet setback and height restrictions for such structures in their zones. Such structures shall appear architecturally compatible (as determined by the planning director evaluating the facility on the basis of color and materials) with their surroundings and be designed to minimize their visual impact. To meet this requirement, underground vaults may be required.

VB ANSWER: Vertical Bridge is requesting for a new site location where they have Leased space and access from the City of Brawley for a wireless Monopole antenna site to be built and located in the Warner Park baseball facilities located in the Northwest of the existing parcel, just South of the City Batting Cages. Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), including the equipment

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

within an 8' high chain linked fenced (with privacy slats- painted to match the ballpark colors) in compound 36' x 36'. All enclosures and cabinets housing equipment related to the proposed wireless communication facility will be less in size than the 8' chain link fence with privacy slats.

12. Roads and Parking. Communication facilities shall be served by the minimum roads and parking areas necessary and shall use existing roads and parking areas whenever possible.

VB ANSWER: Vertical Bridge access to the site will be from the ALLEY R.O.W. W. OF N 3RD ST. and will enter the Warner Park from the North existing Gate to the parcel and then to the VB site. There will be a dedicated parking space at the site location.

13. Provisions for Future Co-location. All commercial communication facilities shall be encouraged to promote future facility and site sharing. Technical evidence will be provided as to the infeasibility either technical and/or economic, of co-location or grouping prior to the issuance of a new use permit for a facility that would not be considered to be co-located or grouped under this chapter.

VB ANSWER: Vertical Bridge communication facilities shall be of the minimum functional height, with additional provisions for co-location, as allowed in the respective base zone of PUBLIC FACILITIES and requires better coverage in the immediate area and is requesting an approval for a Wireless CUP for a Wireless Communications Facility where the design is defined as a ("Monopole") to build a new site build with a 110' Monopole (colocatable). The 110' will allow for up to three or more users.

14. Removal Upon Discontinuation of Use. All equipment associated with a communication facility shall be removed within one hundred eighty days of the discontinuation of the use and the site shall be restored to its original pre-construction condition. The operator's agreeing to such removal and allowing the city access across private property to affect such removal shall be a condition of approval of each permit issued. At its discretion, the city may require a financial guarantee acceptable to the city to ensure removal.

VB ANSWER: All equipment associated with a communication facility shall be removed within one hundred eighty (180) days of the discontinuation of the use and the site shall be restored to its original preconstruction condition. The operators agreeing to such removal and allowing the County access across private property to affect such removal shall be a condition of approval of each permit issued.

15. Principal or Accessory Use. Antennas and towers may be considered either principal or accessory uses. A different existing use of an existing structure on the same lot shall not preclude the installation of an antenna or tower on such lot.

VB ANSWER: The antennas and site are for primary telecommunication use with no other use intended.

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

16. Lot Size. For purposes of determining whether the installation of a facility complies with city development regulations, including but not limited to setback requirements, lot-coverage requirements, and other such requirements, the dimensions of the entire lot shall control, even though the antennas or towers may be located on lease parcels within such lot. This shall also take into consideration the height of the tower in the event of a failure whereby it could fall thereby crossing property lines.

VB ANSWER: 4.98 ACRES is the lot size of the Warner Park, and Vertical Bridge has Leased 1,296 sq. ft in the Northwest area of the parcel just South of the existing batting cages. The foundation of the pole is engineered not to fall in any circumstance and analyzed by the Soils and Tower Calc Engineering.

17. Inventory of Existing Sites. Each applicant for a facility shall provide to the planning director an inventory of its existing towers, antennas, or sites approved for facilities, that are either within the jurisdiction of the city or within one mile of the border thereof, including specific information about the location, height, and design of each facility. The planning director may share such information with other applicants applying for administrative approvals or special use permits under this chapter or other organizations seeking to locate facilities within the jurisdiction of the city, provided, however that the planning director is not, by sharing such information, in any way representing or warranting that such sites are available or suitable.

VB ANSWER: The carrier sites are all outside of a 2-mile radius from the proposed site location, and actually we are looking at a few different carriers to fit this location and height requirements.

18. Aesthetics. Towers and antennas shall meet the following requirements:

a. Towers shall either maintain a galvanized steel finish, or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obstructiveness.

VB ANSWER: The Vertical Bridge Monopole will incorporate a pole that is colored to match, and which matches the existing other light standard poles in the immediate area.

b. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend them into the natural setting and surrounding buildings.

VB ANSWER: Vertical Bridge is requesting for a new site location where they have Leased space and access from the City of Brawley for a wireless Monopole antenna site to be built and located in the Warner Park baseball facilities located in the Northwest of the existing parcel, just South of the City Batting Cages.

Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), including the equipment within an 8' high chain linked fenced (with privacy

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

slats- painted to match the ballpark colors) in compound 36' x 36'. All enclosures and cabinets housing equipment related to the proposed wireless communication facility will be less in size than the 8' chain link fence with privacy slats.

- c. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobstructive as possible.

VB ANSWER: NO antenna will be installed on a structure other than on the tower.

19. Lighting. Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the lighting alternatives and design chosen must cause the least disturbance to the surrounding views and community.

VB ANSWER: Lighting: All towers shall be lit with approved lighting as required by the FAA and such standards as may be established by the Imperial County Airport Land Use Commissions or the city, but NO lighting will be required as VB has decision form FAA, per US-CA-5172_FAA_DETERMINATION OF NO HAZARD TO AIR NAVIGATION 031221.

Lighting in the site compound: The lighting for the site is going to be located below the top of the 8' chain link fence (privacy slats) (the community requested) and will be shaded to only light the lease space area inside the compound where both the pole and the equipment will be located to work on in the case of an emergency.

20. State or Federal Requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense.

VB ANSWER: All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the state or federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations as mandated by the controlling state or federal agency.

Primary antennas for transmitting wireless telephone service, including cellular and personal communications service (PCS), are usually located outdoors on towers, the combination of antenna towers and associated electronic equipment is referred to as a

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

"cellular or PCS cell site" or "base station." Cellular or PCS cell site towers are typically and, in this case, will be 110" (top of antennas) high. Antennas are usually arranged in groups of three, with one antenna in each group used to transmit signals to mobile units, and the other two antennas used to receive signals from mobile units.

At this cell site, the total radio frequency (RF) power that can be transmitted from each transmitting antenna has been approved by the FCC on the number of radio channels (or transmitters) and that have been authorized by the Federal Communications Commission and the power of each transmitter. Although the FCC permits an effective radiated power (ERP) of up to 500 watts per channel (depending on the tower height), the majority of cellular or PCS cell sites in urban and suburban areas operate at an ERP of 100 watts per channel or less. An ERP of 100 watts corresponds to an actual radiated power of 5-10 watts, depending on the type of antenna used. In urban areas, cell sites commonly emit an ERP of 10 watts per channel or less. For PCS cell sites, even lower ERPs are typical. As with all forms of electromagnetic energy, the power density from a cellular or PCS transmitter rapidly decreases as distance from the antenna increases.

Consequently, normal ground-level exposure is much less than the exposure that might be encountered if one were very close to the antenna and in its main transmitted beam. Measurements made near typical cellular and PCS cell sites have shown that ground-level power densities are well below the exposure limits recommended by RF/microwave safety standards used by the FCC, (which makes them so safe) and in this case the carrier's antennas will be at the 110" (top of antennas) level, which will be well below the exposure limits recommended.

Radio frequency exposure. No communication facility shall be sited or operated in such a manner that it poses, either by itself or in combination with other such facilities, a potential threat to public health. There are FAA & FCC height restrictions to keep the radio frequencies above and away from potential exposure. To that end, no communication facility or combination of facilities shall produce, at any time, power densities that exceed the current FCC adopted standards for human exposure to RF fields. Certification that a facility meets this standard is required.

21. Building Codes; Safety Standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty days shall constitute grounds for the removal of the tower or antenna at the owner's expense. Vertical Bridge has applied for the site Building Permit and used the most up to date Structural and Electrical Building Codes, Safety Standards.

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

VB ANSWERS: Vertical Bridge the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable state or local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the city concludes that a tower fails to comply with such codes and standards and constitutes a danger to persons or property, then upon notice being provided to the owner of the tower, the owner shall have thirty days to bring such tower into compliance with such standards. Failure to bring such tower into compliance within said thirty days shall constitute grounds for the removal of the tower or antenna at the owner's expense.

- 22. Measurement. For purposes of measurement, tower setbacks and separation distances shall be calculated and applied to facilities located in the unincorporated areas of the city according to the provisions of chapter 27 for the respective base zone.

VB ANSWER: The Vertical Bridge location of the proposed site complies with the tower setbacks and separation distances.

SETBACKS TO PROPERTY LINES

NORTH	377'-11' ±
SOUTH	348'-11" ±
WEST	852'-6" ±
EAST	435'-1' ±

- SETBACKS ARE ESTIMATED FROM THE ASSESSORS MAPS, GIS INFORMATION SURVEY BY: WGS, DATED: 12/ 22/ 20, UPDATED 2 / 2 / 2 1.

- 23. Not Essential Services. Towers and antennas shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities.

VB ANSWER: Towers and antennas shall be regulated and permitted pursuant to this chapter and shall not be regulated or permitted as essential services, public utilities, or private utilities.

- 24. Franchises. Owners and/or operators of towers or antennas shall certify that all franchises required by law for the construction and/or operation of a communication system in the city have been obtained and shall file a copy of all required franchises with the planning director.

VB ANSWER: The Vertical Bridge project is Leased from the City of Brawley, and there are NO Franchises. There are only Wireless Carriers that have FCC Licenses to be on the

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

tower. It may never have a second carrier. We design all our towers to support more than one carrier in order to prevent more and more towers from going up.

25. Public Notices. For purposes of this chapter, any conditional use permit request, variance request, or appeal of an administratively approved CUP or special use permit shall require public notice to all abutting property owners and all property owners of properties that are located within the corresponding separation distance listed for a CUP or variance in the respective base zone, in addition to any notice otherwise required by the planning director.

VB ANSWER: The City of Brawley Planning & Zoning sent out NOTICES for City Council Hearing.

26. Signs. No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

VB ANSWER: Vertical Bridge will comply with, No signs shall be allowed on an antenna or tower except as may be required by law or another permitting or licensing agency.

27. Buildings and Support Equipment. Buildings and support equipment associated with antennas or towers shall comply with requirements of the city.

VB ANSWER: City of Brawley Requested use(s):

UNMANNED FACILITY:

The use is an un-manned telecommunications facility defined as "Monopole" and will not cause any adverse impact on adjacent property or properties in the area. As this is an un-manned facility and we only maintain the property around once a month, but in the case of an emergency it would be sooner. There will be no increase in Vehicular or pedestrian traffic in adjacent residential areas, emissions of any order, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding ambient conditions, contribution in a measurable way to the deterioration of the area or contribution to the lowering of property values.

- (a) (Business Operations) is for Vertical Bridge to build a Colocatable Wireless Telecommunication 110' monopole including Equipment and antennas, hours/day of operation, and number of employees.
The frequency of use as to hours/day of operation, and number of employees is generally a visit for (1) man for maintenance once a month unless there is an emergency and stays for a few hours.
- (b) (Timeframe for construction or phasing of the project for construction; description and location of buildings.)
The Zoning Process is considered to be a 4 Month process and a Building Permit process to be 45 days, and a 30-day build cycle for the construction of the cell site in total. The location of the Telecom site is the site location for the equipment Compound is proposed to be located in the Northwest of the existing parcel, and the existing parcel which is a Warner Park.

Vertical Bridge Wireless Carrier Telecommunication Site

WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227

(c) Address the utility providers for water, sewer, police, and fire services.

1. **NO WATER WILL BE USED FOR THIS SITE**
2. **NO SEWER WILL BE USED FOR THIS SITE**
3. **Police- City of Brawley**
4. **Fire-City of Brawley-Fire Station**

28. Multiple Antenna/Tower Plan. The city encourages the users of towers and antennas to submit a single application for approval of multiple towers and/or antenna sites. Applications for approval of multiple sites shall be given priority in the review process.

VB ANSWER: The frequencies available are not unlimited and sold by the federal government. Unlike fiber or copper wires, you can just run more of them. With limited frequencies they have to be reused, creating smaller and smaller cells, thus increasing the capacity. Off-loading means taking some radio traffic away from adjoining sites to relieve pressure from those sites. Ever get a network busy signal, or a call just suddenly drop? That is a capacity issue, or it simply causes calls to fail to go through. Additional antennas do not do any good without frequencies to run through them. Recent auctions the new frequencies went for billions of dollars, but most of them are NOT immediately available as current users have to vacate the frequencies. Some of these users have many years to vacate.

Article VII. Visual Analysis

Sec. 8C.8. Visual analysis.

For a facility requiring review before the planning commission and located within one-half mile of a designated scenic highway, a visual analysis shall be prepared by or on behalf of the operator, as described below. This visual analysis shall demonstrate compliance with provisions of the city's general plan.

VB ANSWER: The proposed site location is not within a located within one-half mile of a designated scenic highway.

Article VIII. Radio Frequency Exposure Review.

Sec. 8C.9. Radio-frequency exposure review.

An RF Environmental Evaluation Report shall be prepared for any proposed communication facility meeting the specifications below. In order for a proposed facility that requires an RF Environmental Evaluation Report to be approved, the report must demonstrate that RF emissions from the facility in combination with existing RF emissions from nearby facilities will meet the current FCC adopted exposure standard.

-
1. Facilities Requiring an RE Environmental Evaluation Report. Wireless communication facilities meeting any of the following criteria require an RF Environmental Evaluation Report before they may be permitted under these regulations:

- a. Facilities described in Table I Section 1.1307 "Transmitters, Facilities and Operations Subject to Routine Environmental Evaluation" of the FCC Rules and Regulations, 47 C.F.R. § 1.1307, or any superseding regulation.

VB ANSWER: RF Emissions and Radio frequency exposure are within FCC limits for this proposed Vertical Bridge, and the Wireless carrier is submitting a report demonstrating compliance with FCC regulation ((see EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, [Russell Stradling](#) Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- b. Facilities proposed to be installed within fifty feet of an existing communication facility.

VB ANSWER: N/A

- c. Facilities with one or more antenna to be installed less than ten feet above any area that is accessible to untrained workers or the public.

VB ANSWER: N/A

2. Evaluation Report Requirements. The RF Environmental Evaluation Report shall meet the following requirements:

- a. The RF Environmental Evaluation Report is subject to approval of the planning director.
- b. The RF Environmental Evaluation Report shall be prepared by a radio-frequency exposure professional.

VB ANSWER: RF Emissions and Radio frequency exposure are within FCC limits for this proposed Vertical Bridge, and the Wireless carrier is submitting a report demonstrating compliance with FCC regulation ((see EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, [Russell Stradling](#) Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- c. The RF Environmental Evaluation Report shall explicitly state that "operation of the proposed facility in addition to other ambient RF emission levels will not exceed current FCC-adopted standards with regard to human exposure in controlled and uncontrolled areas as defined by the FCC."

VB ANSWER: "Engineering Wireless Services (EWS) evaluated the proposed Vertical Bridge monopole with site ID: US-CA-5172 to determine compliance with regulations on radio frequency (RF) electro-magnetic emissions (EME). At the time of the evaluation, T-Mobile site ID: SD0277A is the only proposed installation on the tower. Acceptable EME levels are determined and governed by the Federal Communications Commission (FCC). EWS uses the FCC guidelines and industry standards in evaluating compliance. After carefully consideration, calculations show the T-Mobile Site on the Vertical Bridge tower will meet FCC regulations." (See EME Report by ENGINEERING WIRELESS SERVICES DATED

5/27/21, Russell Stradling Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- d. Assumptions utilized for the calculations of RF exposure shall be conservative in nature and at a minimum be in accordance with the most recent FCC guidance on assessment of RF exposures.

VB ANSWER: “The calculations used for this evaluation were based on the information provided in the form of construction drawings, radio frequency data sheets (RFDS), and equipment specification sheets. Major factors that impact the EME compliance of the site are the antenna mounting locations (including height & proximity to each other), maximum output power of each radio type, the count of each radio type, antenna model, antenna azimuths, frequencies deployed, and the existence of other transmitters. While the tower is built to support multiple wireless service providers, T-Mobile is the only tenant indicated in the supplied documentation. T-Mobile is planning to use two antenna models (Ericsson AIR6449 B41 & RFS APXVAA4L24_43-U-NA20) in each sector with four sectors on the tower. The Ericsson antenna model uses an internal radio capable of up to 300W output. The RFS antenna model has 12 ports to be fed by three radios with four ports each. The external radio models are Ericsson 4449, 4415, and 4424 with maximum output powers of 40W, 40W, and 80W per port, respectively. The antennas will be mounted with the center 106 feet up from ground level. Proposed azimuths for the site are 20°, 110°, 200°, and 290° with a 2° electrical down-tilt on the RFS antenna. The radios will produce RF signals in the 600MHz, 700MHz, 1900MHz, 2100MHz, and 2500MHz frequency ranges. Deviations with regards to these major factors will require a new evaluation for EME compliance.” (See EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, Russell Stradling Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- e. The RF Environmental Evaluation Report shall compare RF measurements and/or calculations of RF exposure to the applicable FCC exposure standard. The comparison shall include the power density in micro-watts per square centimeter and as a percentage of the applicable FCC exposure standard.

VB ANSWER: RF Emissions and Radio frequency exposure are within FCC limits for this proposed Vertical Bridge, and the Wireless carrier is submitting a report demonstrating compliance with FCC regulation (see EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, Russell Stradling Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- f. RF field measurements of power density of the proposed facility and/or surrounding facilities are required to be included in the RF Environmental Evaluation Report when:

- (i) Adequate technical information regarding other wireless communication facilities that may substantially contribute to RF exposure at the subject site is unavailable.

VB ANSWER: “These results are a worst-case scenario. Power levels will fluctuate with the amount of traffic on the site. The maximum power levels will only be realized at times when the site is fully loaded with users. In addition to this, any Time Division Duplexed (TDD) signals will have reduced duty cycle resulting in

lower time averaged EME exposure levels. Based on these calculations and considerations, the proposed site is compliant with FCC regulations for EME exposure.” (See EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, Russell Stradling Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- (ii) Calculations of RF exposure indicate the possibility of exposures in excess of the FCC exposure standard; or

VB ANSWER: N/A

- (iii) So directed by the planning director because of concerns about the number of near-by facilities.

VB ANSWER: N/A

- g. All required RF field measurements shall be performed by a radio-frequency exposure professional. Evidence must be submitted showing that the testing instrument(s) used were calibrated within their manufacturer's suggested periodic calibration interval, and that the calibration is by methods traceable to the National Institute of Standards and Technology. Measurements shall be performed in compliance with FCC guidance regarding the measurement of RF emissions and shall be conducted during normal business hours on a non-holiday weekday.

VB ANSWER: “The construction drawings indicate a chain link fence surrounding the tower that will prevent access of unauthorized personnel. The fencing is a 36x36ft square area covering 10ft North and West and approximately 26ft East and South of the pole. The enclosed area can be considered a controlled environment under FCC regulations as long as access is limited to personnel that are trained in EME exposure. Outside of the fencing constitutes an uncontrolled area where the general public regulations apply. A maximum EME level that is 0.7% of the occupational (controlled environment) FCC limit or 3.6% of the general public FCC limit was calculated in the enclosed area. A maximum EME level that is 0.7% of the general public limit was calculated outside the fencing.” (See EME Report by ENGINEERING WIRELESS SERVICES DATED 5/27/21, Russell Stradling Manager, Systems Architecture and Technology | [Engineering Wireless Services](#) as part of the submittal).

- h. The planning director or his/her designee may monitor the performance of testing required for preparation of the RF Environmental Evaluation Report. The cost of such monitoring shall be borne by the operator.

VB ANSWER: Proposed site is Antennas are not built yet, and the EME Engineer’s Report is complete and accurate, per the FCC Guidelines.

- i. For an amateur radio station facility, self-certification of compliance by the amateur radio station license is acceptable if permitted by FCC regulations and conducted under standards and procedures set forth by the FCC.

VB ANSWER: N/A

Article IX. Towers.

Sec. 8C.10. Information required.

In addition to any information required for applications for conditional use permits pursuant to this chapter and chapter 27, applicants for a conditional use permit for a tower shall submit the following information:

VB ANSWER: Vertical Bridge is submitting all of what is required below on the SITE PLANS and SUBMITTAL DOCUMENTS requested by the city to comply with the Conditional Use Permit Application.

1. A scaled site plan clearly indicating the location, type and height of the proposed tower, on-site land uses and base zoning, adjacent land uses and zoning (including when adjacent to other municipalities), general plan designation of the site and all properties, adjacent roadways, proposed means of access, setbacks from property lines, elevations drawings of the proposed tower and any other structures, topography parking and other information deemed by the planning director to be necessary to assess compliance with this chapter.
2. Legal description of the parent tract and leased parcel (if applicable).
3. The setback distance between the proposed tower and the nearest residential unit, platted residentially zoned properties, and unplotted residentially zoned properties.
4. The separation distance from other towers described in the inventory of existing sites shall be shown on an updated site plan or map. The applicant shall also identify the type of construction of the existing tower(s) and the owner/operator of the existing tower(s), if known.
5. A landscape plan showing specific landscape material.
6. Method of fencing and finished color, and if applicable, the method of camouflage and illumination.
7. A description of compliance with this chapter, as well as the provisions of all other applicable federal, state, or local laws.
8. A notarized statement by the applicant as to whether the construction of the tower will accommodate the co-location of additional antennas for future users.
9. Identification of the entities providing the backhaul network for the tower(s) described in the application and other cellular sites owned or operated by the applicant in the city.
10. A description of the suitability of the use of existing towers, other structures or alternative technology not requiring the use of towers or structures.

Article X. Modifications to Facilities.

Sec. 8C.11. Modification to facilities.

To the extent necessary to ensure compliance with adopted FCC regulations regarding human exposure to RF emissions, or upon the recommendation of the planning director, the operator shall modify the placement of the

facilities; install fencing, barriers or other appropriate structures or devices to restrict access to the facilities; install signage, including the radio-frequency hazard warning symbol identified in ANSI C95.2-1982 and multi-lingual warnings if deemed necessary by the planning director to notify persons that the facility could cause exposure to RF emissions; and/or implement any other practice reasonably necessary to ensure that the facility is operated in compliance with adopted FCC RF emission standards.

VB ANSWER: Vertical Bridge will comply with the Planning Directors requirements which will be within the FCC Guidelines and implement any other practice reasonably necessary to ensure that the facility is operated in compliance with adopted FCC RF emission standards.

Article XI. Changes to FCC Standards.

Sec. 8C.12. Changes to FCC Standards.

If the FCC RF emission standards are modified, the operator shall ensure that the facility is reevaluated for compliance with the new standards, and a recertification statement prepared by a radio-frequency exposure professional shall be submitted by the operator to the planning director prior to the effective date of the new FCC RF emission standards. For an amateur radio station facility, self-certification of compliance by the amateur radio station license is acceptable if permitted by FCC regulations and conducted under standards and procedures set forth by the FCC.

VB ANSWER: Vertical Bridge will comply with the Planning Directors requirements which will be within the FCC Guidelines and implement any other practice reasonably necessary to ensure that the facility is operated in compliance with adopted FCC RF emission standards.

Article XII. Life of Approval.

Sec. 8C.13. Life of approval.

- (a) General Term. Permits for communication facilities issued under these regulations shall generally be valid for three years unless such term is changed through the permitting process.

VB ANSWER: Vertical Bridge is requesting as part of the Conditional Use Permit THAT the Vertical Bridge Permits for communication facilities issued under these regulations shall be valid for 10 years.

- (b) Co-located Facilities. A permit for a new co-located facility at a facility with an existing permit that has more than three years remaining on it shall have the same term as the existing permit. If a permit is issued for a new co-located facility at a facility with an existing permit that has less than three years remaining on it, than the existing permit shall be extended to the same term as the new permit.

VB ANSWER: N/A

- (c) Revocation. If the conditions of a conditional use permit granted under this chapter are not complied with, the use permit may be revoked pursuant to article 19 of chapter 27 of this code.

VB ANSWER: Vertical Bridge will comply with CUP Conditions and understand the conditions of a conditional use permit granted under this chapter are not complied with, the use permit may be revoked pursuant to article 19 of chapter 27 of this code.

- (d) Renewal. All permits, regardless of the method by which they were originally given, may be extended administratively by the planning director or his/her designee upon verification of the permit-holder's continued compliance with the findings and conditions of approval under which the application was originally approved. As a part of the renewal process, the planning director or his/her designee may require submission of certification by a radio-frequency exposure professional that the facility is being operated in accordance with all applicable FCC standards for RE emissions. At his/her discretion, the planning director or his/her designee may require a public hearing for renewal of a permit for a communication facility under a conditional use permit.

VB ANSWER: Vertical Bridge is requesting as part of the Conditional Use Permit THAT the Vertical Bridge Permits for communication facilities issued under these regulations shall be valid for 10 years.

Article XIV. Public Benefit.

Sec. 8C.15. Public benefit.

In the interest of the city and for public benefits including, but not limited to, health and safety, law enforcement services, and the greater good of the residents of the city, a public benefit program is herewith established.

The program under direction of the planning director shall secure from all applicants a public benefit service. This may be in the form of a fee, equipment, services, or any combination of the above.

In order to implement this program uniformly, the planning director shall secure the input from Imperial Valley Emergency Communication Authority (IVECA).

The planning director shall have the authority to negotiate with any applicant/permittee for a local benefit agreement. This may be in the form of a written contract/ agreement or a development agreement or such other instrument acceptable to counsel. Regardless of the vehicle used the final agreement shall be reviewed and approved by the planning commission and their decision shall be final.

The city council herewith authorizes the planning commission to enter into such agreements.

VB ANSWER: As part of the relationship with the owners (City of Brawley) of the property (Warner Park) that Vertical Bridge is leasing space from, and for the interest of the city and for public benefits program, Vertical Bridge as the applicant/permittee for a local benefit with the city agreed to the benefits below:

BATTING CAGE REFURBISHING NOTES:

1. CONTRACTOR TO REMOVE C/L FENCE ROOF / TOP COVERING.
2. CONTRACTOR TO REMOVE OLD TURF AND INSTALL NEW
7611 TURF, NYLON 36 OZ., W/URETHANE BACKING (12' WIDE), COLOR-GREEN
2. CONTRACTOR TO RE-ADJUST/STRECH EXISTING INTERNAL FABRIC NETTING.
3. CONTRACTOR TO INSTALL NEW PITCHING MACHINE, BASEBALL

HACK ATTACK MACHINE, ITEM #K50656.

4. CONTRACTOR TO PROVIDE NEW PORTABLE BATTING CAGE. "BIG BUBBA ELITE" BATTING CAGE, BLACK

THE END

Vertical Bridge Conditional Use Permit Zoning Submittal for City of Brawley Zoning Application to for a Wireless CUP for a Wireless Communications Facility approval on a New Wireless Communications Facility (as specified in Chapter 8C Article IV Sec 8C.5. and Article V 8C.6 1. (iii), including Development Regulations, subject to Articles VIII thru Articles XII and Article XIV. The Application is for a new 110' Monopole (collocatable) site build located in the Northwest of the existing parcel, just South of the City Batting Cages. Vertical Bridge 8' antennas to be placed at the top of the Monopole at (110' top of antennas), including the equipment within an 8' high chain linked fenced (with privacy slats) in compound 36' x 36'. Equipment within the compound will be on cement slabs, which complies with the Wireless Communications Facilities Ordinance which mandates the City Regulations and requirements located at WARNER PARK; ALLEY R.O.W. W. OF N 3RD ST., BRAWLEY CA 92227.

Gary Cassel
Site Acquisition Specialist
Clear Blue Services
Vertical Bridge LLC Contractor
O: 602.762.8809
E: GaryCassel@clearblueservices.com



Site Acquisition*Architecture*Engineering*Construction

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Phoenix, Arizona 85040



SCIP Checklist

Site Number/Letter:

Candidate Name:

Site Acq. Name:

Construction PM:

Zoning Coordinator:

Telco Coordinator:

RF Engineer:

SCIF (Site Candidate Information Form from InSite)

Road Map (with arrow pointing to the site)

Assessor Parcel Map (with arrow pointing to the site)

Assessor's Parcel Information Page

Zoning Map (with arrow pointing to the site)

Aerial with proposed location called out

Hand drawn site layout with power and Telco runs

Photos of site, (potential site/equipment area and one looking out from each direction - N, S, E, and W)

Photo of Telco pedestal or hand hole

Photo of meter or power equipment

Any other photos deemed necessary

Approved: Real Estate Manager/Supervisor

Date

Vertical Bridge

SITE CANDIDATE INFORMATION FORM

Search Ring Name:

Site Name:

Site ID:

Submitted by:

Date:

PREPARED BY
Vertical Bridge Dev. LLC

Proprietary and Confidential

Site Candidate Information Form

Candidate Information

Site Name: Site Code: Search Ring Name:
 Site: Site Type: Site Class:

Location

Street Address: Nearest Cross Street:
 City: State: Zip Code:
 County: Parcel #: Floodplain:

RF Info.

Search Area Lat Search Area Long: Search Area Method:
 Search Ring Rad Center: Candidate Lat: Candidate Long: Data Source:
 Structure Height: AMSL: AGL: Avail Mounting Hts:

S.A.C.

SAC Agent: Office: Mobile Phone: Fax #:
 SAC Company / Vendor: SAC Vendor #: SAC E-mail:

Lease

Vendor Ref. ID: Lease amt: Easement Req: Lease under MLS: Lease Score:
 Ground Owner: Structure Owner:

Zoning

Jurisdiction: Zoning District: Max Height Allowed:
 Setbacks Front: Left: Right: Rear: Tower:
 Surrounding Zoning North: South: East: West:
 Date: Zoning Required: Zoning Risk:

Zoning Notes:

Power and Telco

Telco Route Desc: Pedestal Number:
 Power Route: Pole Number:
 Access: Meter: Access: Co Type: Co Name:

Type Desc:

Describe
Access
(comments):

Driving
Directions:

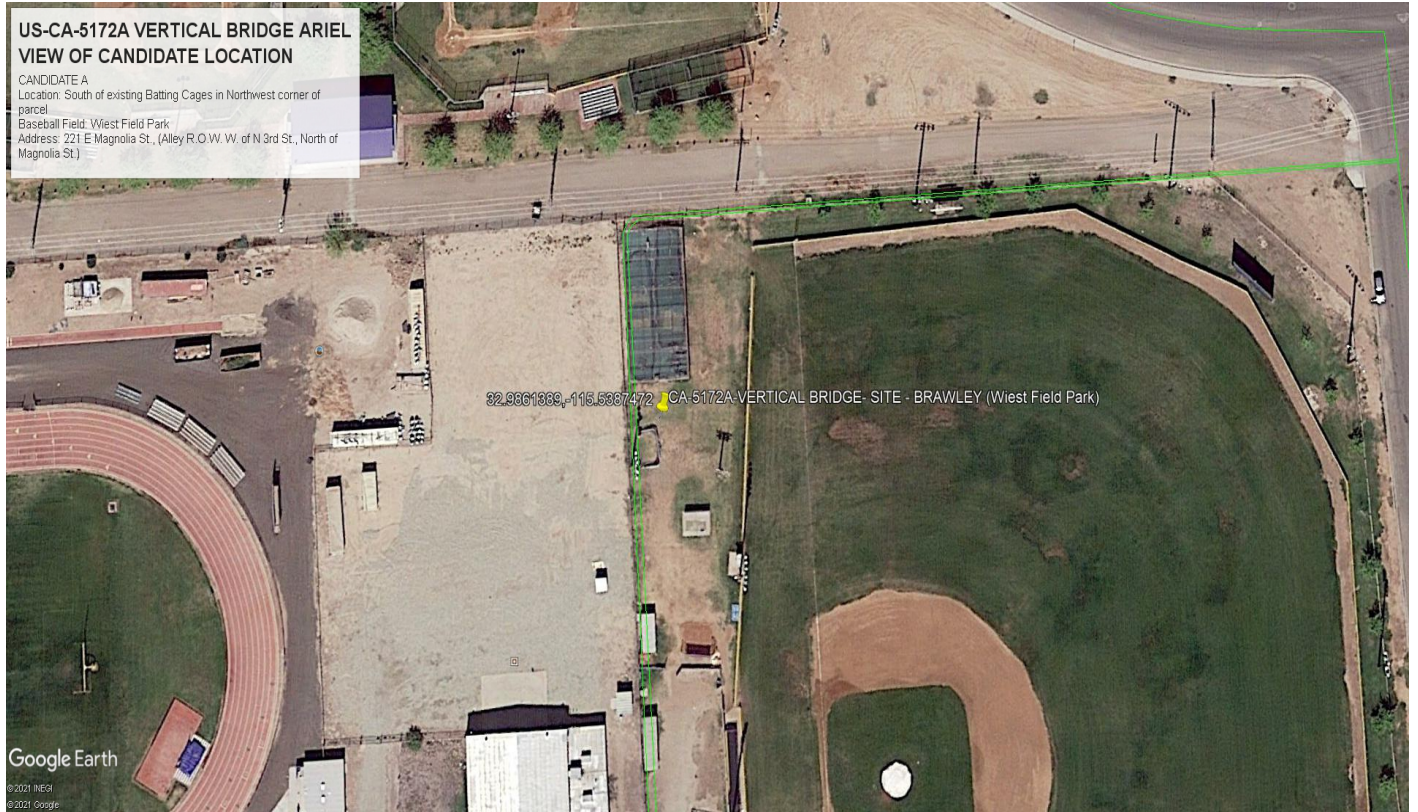
QUICK SCIP – SEARCH AREA OVERVIEW

SCIF (Site Candidate Information Form from InSite)

US-CA-5172 VERTICAL BRIDGE SEARCH RING & CANDIDATE (Wiest Field Park)

_Infill_ROB_Greenfield_2



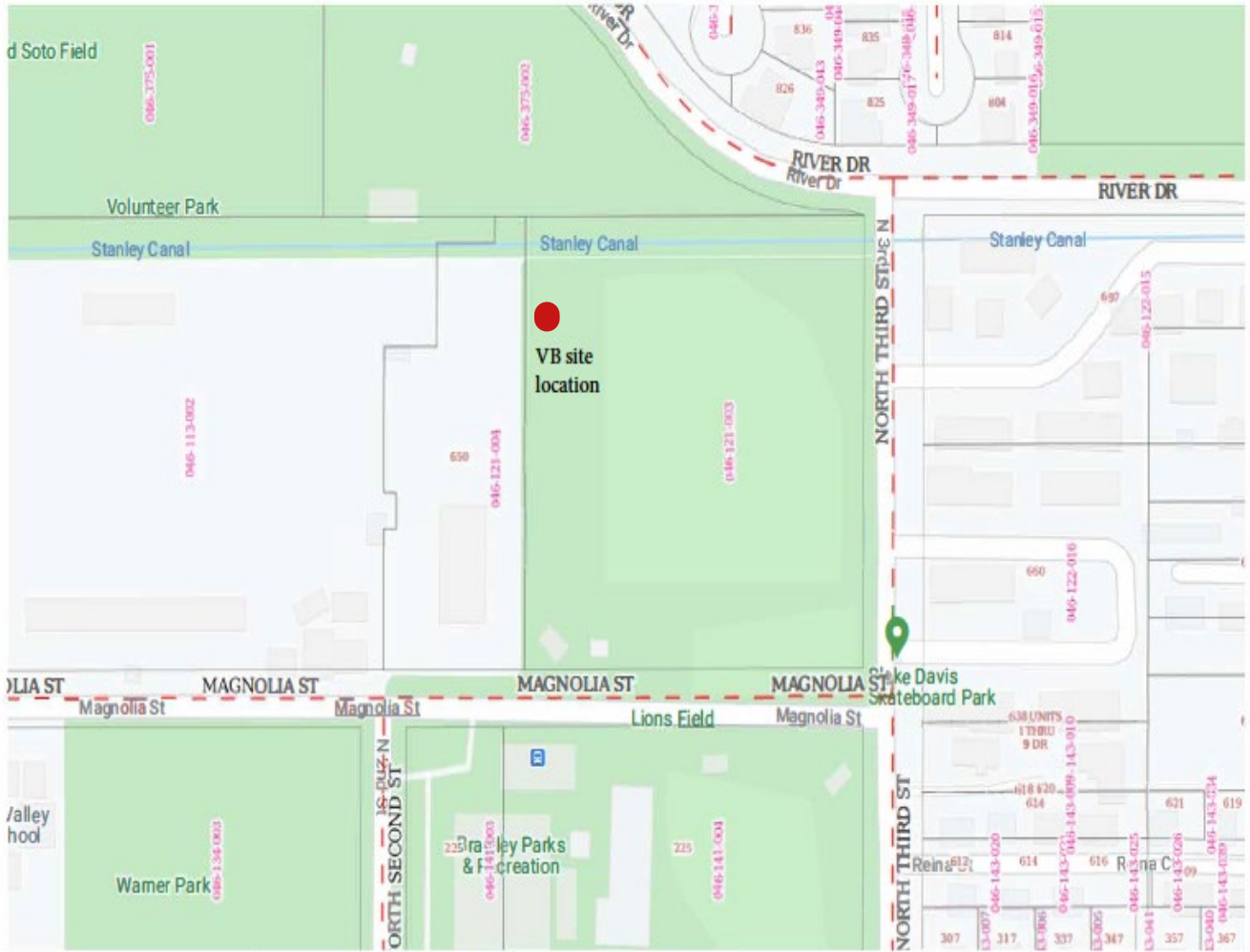
US-CA-5172 SITE LOCATION (CLOSE-UP)



Vertical Bridge to install a 110' BALL PARK STANDARD within an 8' chain link fence with (with privacy slats (painted like the ballpark colors) in a 36' X 36' compound with equipment inside. Access to the site location from (ROW) Alleyway to 3rd Street.

US-CA-5172 PLAT MAP Wiest Field Park APN# 046-121-003



CA-5172 VERTICAL BRIDGE APN# 046-121-003 PLAT MAP



1" = 188 ft	Sub Title	09/27/2020		
<p>This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.</p>				

US- CA-5172 VERTICAL BRIDGE LEASE SPACE, COMPOUND, UTILITY EASEMENTS AND ACCESS



CA-5172 VERTICAL BRIDGE DEPICTION OF:

**36' X 36' CHAIN LINKED FENCE COMPOUND
ACCESS & UTILITY EASEMENTS TO THE ALLEY WAY OFF 3RD
STREET- (PUBLIC ALLEY WAY- ROW)
UTILITY POLES (IID POWER) FOR POWER
FIBER - OUT ON 3RD STREET**

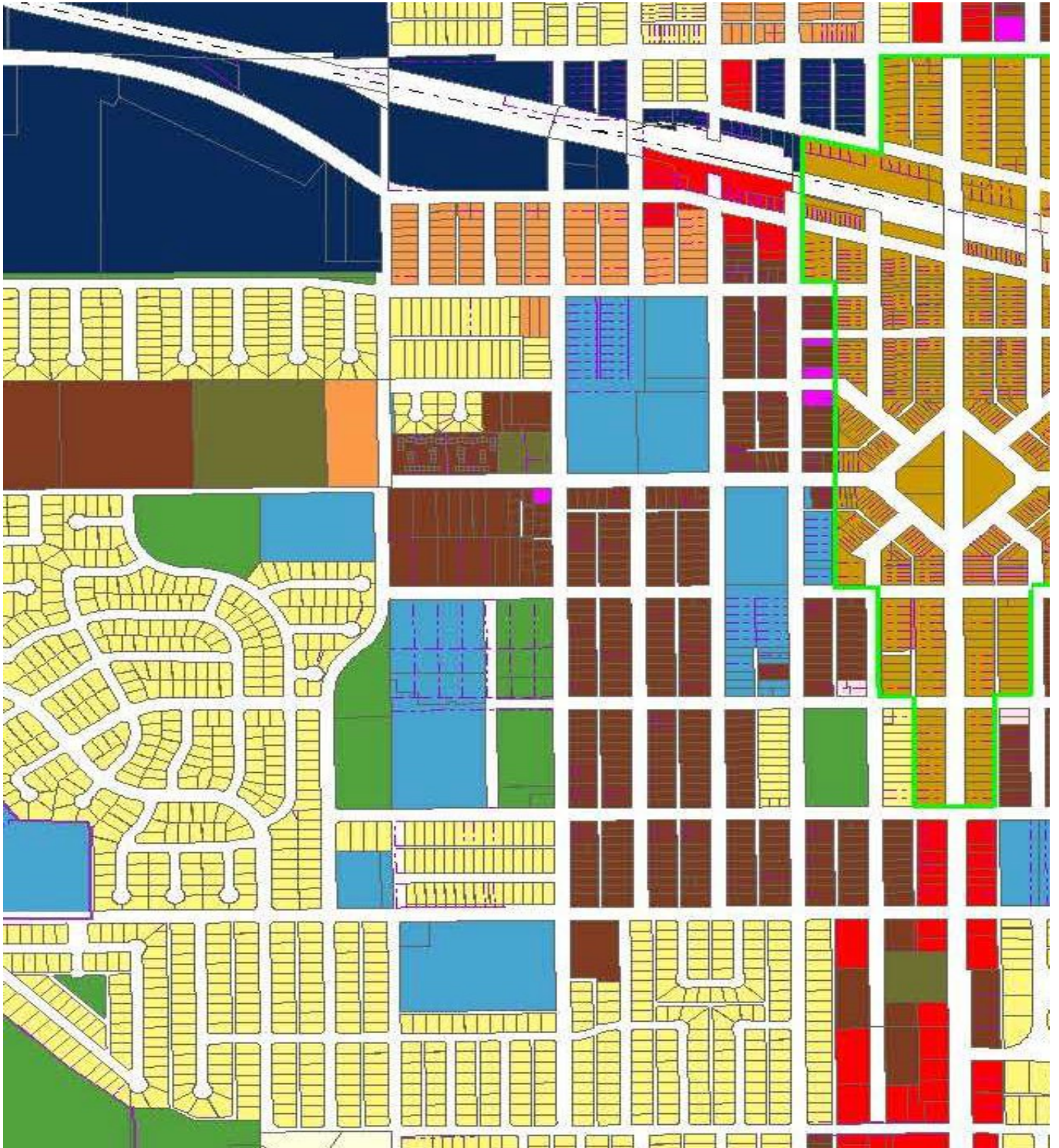
CA-5172- IMPERIAL COUNTY ACCESSORS INFO

Full Property Details Imperial County

PROPERT DETAIL			
Parcel#(APN):	046-121-003	Use Description:	GXXX,X
Parcel Status:	A		
Owner Name:	CITY OF BRAWLEY		
Mailing Addr:	0,		
Situs Addr:	,		
Legal Description:	N 481 FT OF E 452 FT 5 AC MOL RAMSDELLS SUB OF BLK 42		
Latitude:	32.9858884500	Longitude:	-115.538038120
ASSESSMENT			
Total Value:	0.00	Use Code:	GXXX,X
		Zoning:	GXXX
Land Value:	.00	Tax Rate Area:	001001
		Impr Type:	
Impr Value:	.00	Year Assd:	Price/Sqft: 0.00
Other Value:	0	Property Tax:	
% Improved:	NaN	Delinquent Yr:	
Exempt Amt:		Exempt Codes:	
SALEHISTRY			
	<u>Sale 1</u>	<u>Sale 2</u>	<u>Sale 3</u>
			<u>Transfer</u>
Recording Date:			
Recording Doc:	200000000000		
Rec. Doc Type:			
Transfer Amount:			
Seller (Grantor):			
1st Trst Dd Amt:	Code 1:	2nd Trst Dd Amt:	Code 2:
PROPERTY CHARACTERISTIC			
Lot Acres:	4.98	Year Built:	Fireplace:
Lot SqFt:	216,953.37	Effective Yr:	A/C:
Bldg/Liv Area:		Total Rooms:	Heating:
Units:		Bedrooms:	Pool:
Buildings:		Baths (Full):	Flooring:
Stories:		Baths (Half):	Park Type:
Style:		Bsmt SqFt:	Spaces:
Construct:		Garage SqFt:	Site Influence:
Quality:		Other:	Timber :
Building Class:		Other Rooms:	Ag Preserve:
Condition:			

***The information provided here is deemed reliable, but is not guaranteed.

**CITY OF BRAWLEY ZONING MAP
(CA-5172- VERTICAL BRIDGE SITE LOCATION IN RED)
WIEST FIELD BASEBALL PARK
ZONING FOR SITE LOCATION IS (P-F PUBLIC FACILITES)**



Road Map (Street Map & Directions)

SITE LOCATION ADDRESS: NORTHWEST CORNER OF PARCEL

221 Magnolia St, Brawley CA 92777

ACCESS TO THE SITE WILL BE OFF OF 3RD ST THRU ALLEY WAY (ROW)

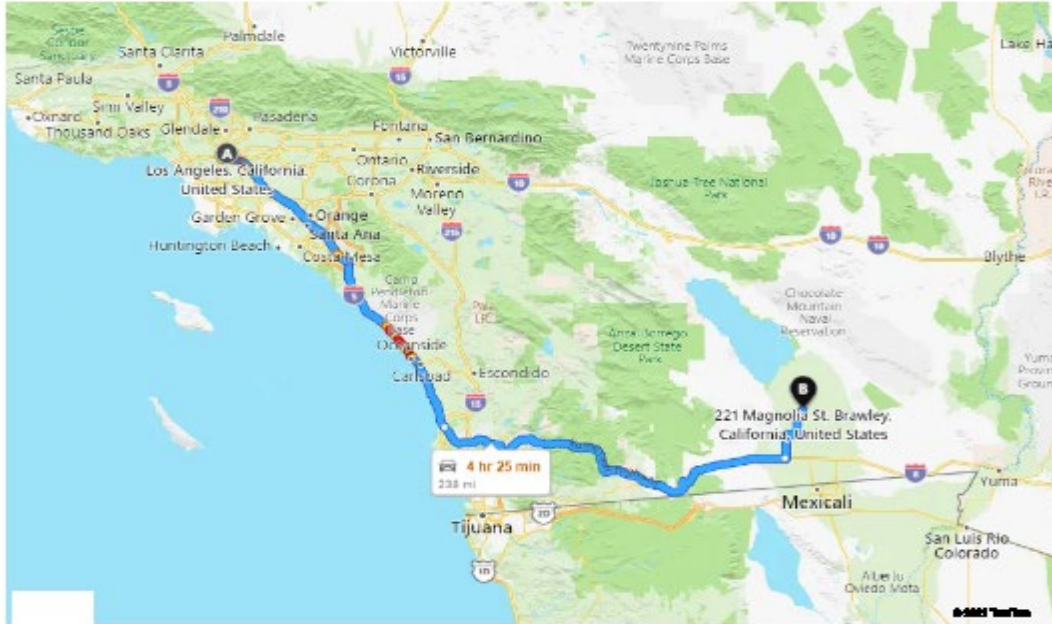
bing maps

A Los Angeles, California, United States 4 hr 25 min, 238 miles
B 221 Magnolia St, Brawley, California, United States Moderate traffic (54 min delay)
Via I-5 S, I-8 E

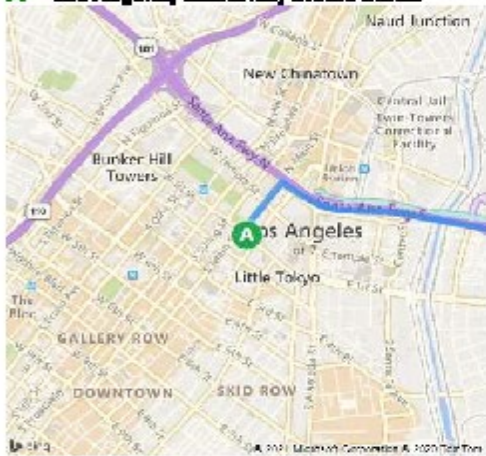
US-CA-5172A VERTICAL BRIDGE
 WARNER PARK (Wiest Field Baseball Park)

A Los Angeles, California, United States

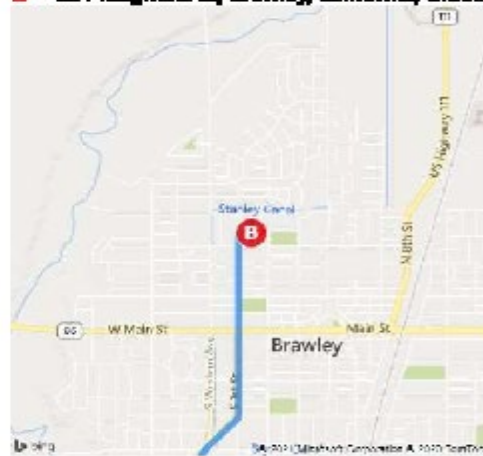
↑	1. Head northwest on 1st St toward N Main St	121 ft
↘	2. Turn right onto N Main St Casey's General Store on the corner	0.3 mi
↘	3. Turn right onto W Alley St	223 ft
30	4. Take the ramp on the left for US-101 S / Santa Ana Fwy S ▲ Absolute Congestion	3.1 mi
5	5. Keep straight to get onto I-5 S / Santa Ana Fwy S ▲ Absolute Congestion ▲ Construction on Construction on I-5 SB near I-770. Construction. Expect long delays.	101.8 mi, 2 hr 17 min
5	6. Keep left to get onto I-805 S	4.7 mi
52	7. At Exit 25 , head on the ramp right and follow signs for CA-52 East	13.9 mi, 12 min
67	8. At Exit 18B, 18C , head on the ramp right and follow signs for CA-67 South ▲ Other Congestion	2.2 mi
5	9. Take the ramp on the right for I-8 East and head toward El Centro	93.1 mi, 1 hr 16 min
↘	10. At Exit 111 , head on the ramp right and follow signs for Ferrester Rd	0.2 mi
↑	11. Keep straight to get onto Ferrester Rd / County Hwy-880	7.2 mi
↘	12. Turn right onto Larsen Rd	3.0 mi
←	13. Turn left onto CA-86 / Highway 86	7.8 mi



A Los Angeles, California, United States



B 221 Magnolia St, Brawley, California, United States



These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2021 TomTom.

Photos of site, (potential site/equipment area and one looking out from each direction - N, S, E, and W

PHOTO TO THE SITE LOCATION (Photo Southwest View of site in the distance)



PHOTO WEST TO SITE LOCATION



PHOTO NORTH FROM SITE LOCATION



PHOTO SOUTH FROM SITE LOCATION



PHOTO EAST FROM SITE LOCATION



PHOTO OF ACCESS GATE TO SITE LOCATION



PHOTO SOUTH SHOWING EXISTING ACCESS ROAD TO THE SITE



**PHOTO SOUTH SHOWING ELECTRICAL TRANSFORMERS
ON EXISTING ELECTRICAL POLE IN ALLEY WAY (ROW) OFF
3RD STREET**



(POSSIBLE) FIBER ON SITE



Landlord:
City of Brawley
383 183 Main Street
Brawley, CA 92227

Tenant:
Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-CA-5172
Site Name: Warner Park

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this "**Agreement**") is made this 1st day of April, 2021 (the "**Effective Date**"), by and between **City of Brawley**, a California municipal corporation ("**Landlord**"), whose address is 183 Main Street, Brawley, CA 92227, and **Vertical Bridge Development, LLC**, a Delaware limited liability company ("**Tenant**"), whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Imperial, in the state or commonwealth of California, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the "**Property**"); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 36' x 36' (approximately 1,296 square feet) and to obtain easements for guy wires, guy anchors, utilities and access, as applicable (the "**Premises**"), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Tenant's Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the "**Option**") during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant's permitted use under this Agreement, all at Tenant's expense. Tenant shall be authorized to apply for Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Period, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of (deleted) within thirty (30) days of the full execution of this Agreement. The Option Period will be for an initial term of twelve (12) months from the Effective Date (the “**Initial Option Period**”) and may be renewed by Tenant for twelve (12) additional months (the “**Renewal Option**”) upon written notification to Landlord and the payment of an additional (Deleted) prior to the expiration date of the Initial Option Period. Unless utilized independently, the Initial Option Period and any Renewal Option Period shall be referred to collectively as the “**Option Period.**”

(c) Prior to Tenant’s exercise of the Option and the commencement of construction of the Communications Facility, Tenant shall submit the final site plans to Landlord for Landlord’s written approval, which shall not be unreasonably withheld, delayed or conditioned.

(d) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the “**Notice of Exercise of Option**”). The Notice of Exercise of Option shall set forth the commencement date (the “**Commencement Date**”) of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate and the parties will have no further liability to each other.

(e) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the “**Initial Term**”).

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a “**Renewal Term**”). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Term, of Tenant’s intent not to renew. For purposes of this Agreement, “**Term**” shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date (“**Rent Commencement Date**”), Tenant shall pay to Landlord a monthly rent payment of (Deleted) (“**Rent**”) at the address set forth above on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) The Rent shall increase by (deleted) on each anniversary of the Rent Commencement Date.

(c) Beginning with the second (2nd) broadband carrier, Tenant agrees to pay Landlord thirty percent (Deleted) of the second (2nd) and each subsequent additional broadband carrier’s monthly sublease or license fee (“**Sublease Fee**”) as additional Rent (individually, or together if applicable, a “**Revenue Share Fee**”), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that such additional broadband carrier(s) commences

payments to Tenant of such carrier's Sublease Fee under its respective sublease(s). The Revenue Share Fee shall only be due and payable in the event there are two (2) or more broadband carriers. If at any time subsequent to the addition of a second (2nd) broadband carrier the number of broadband carriers is reduced to one (1) broadband carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Tenant to Landlord hereunder during the term of such broadband carriers' sublease agreements for so long as such broadband carriers are actually paying to Tenant the requisite Sublease Fee set forth therein. For purposes of this Agreement, Sublease Fees shall be all rent actually collected from any sublease that Tenant enters into with any subtenant or licensee including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such subleases or licenses to Tenant for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from sublessees or licenses to Tenant for services performed on behalf of such sublessees or licensees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radiofrequency monitoring and testing, repairs, and zoning and permitting.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating and maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, mounting structures, equipment shelters and other supporting structures, and related equipment, and to alter, supplement and/or modify same (collectively, the "**Communications Facilities**"). Tenant may, subject to the foregoing, make any improvement, alteration or modification to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with Tenant's use of the Premises for the intended purposes. Tenant shall have the exclusive right to install and operate upon the Premises communications towers, buildings, equipment, antennas, dishes, fencing, and other accessories related thereto, and to alter, supplement, and/or modify same as may be necessary.

6. ACCESS AND UTILITIES. During the Term, Tenant, and its guests, agents, customers, lessees, sublessees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, sublessees, licensees, successors and assigns a nonexclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul,

wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to obtain the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel and/or coordinating with Tenant's efforts to obtain same. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers. Within ninety (90) days after the expiration or earlier termination of this Agreement (the "**Removal Period**"), Tenant shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may assign this Agreement to any person or entity, including Lender (defined below), at any time without the prior written consent of Landlord. Upon such assignment, Tenant will be relieved and released of all obligations and liabilities hereunder provided that the assignee has assumed in writing all of Tenant's obligations hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord's consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may not subdivide the Property without Tenant's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, and, to the best of Landlord's actual knowledge, the Property is free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys' fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not knowingly do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant's use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the proper zoning approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord's actual knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. To the actual knowledge of Landlord, there has been no release of or contamination by hazardous materials on the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) To the best of Landlord's actual knowledge, Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including without limitation reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and sub-contractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communication facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of radio or communications towers on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for towers constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction where the Property is located. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event that Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party, during the Option Period or Term, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the Premises (or such larger portion of Landlord's property that encompasses the Premises, if applicable) or such interest proposed to be conveyed. Landlord shall provide a copy of any offer to purchase or acquire, or any executed purchase agreement or letter of intent ("**Offer**"), to Tenant which copy shall include, at a minimum, the purchase or acquisition price, proposed closing date, and financing terms ("**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms; provided, the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its rights of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and

1.14.2021

Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer (“**Permitted Sale**”). If Landlord does not consummate the Permitted Sale within ninety (90) days of the date of Tenant’s waiver of its rights of first refusal, such Offer shall be deemed to have lapsed.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities (including, without limitation, if applicable guy anchors). Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including without limitation, if applicable, guy anchors, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord’s and Tenant’s respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon, and in no event shall this Agreement be terminated or modified (other than an abatement of rent) due to a casualty or condemnation without the prior written consent of Lender.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and the defaulting party shall cure such default within thirty (30) days after receipt of such notice if such default is non-monetary and within forty-five (45) days after receipt of such notice if such default is monetary. In the event any such non-monetary default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing; however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant, Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS’ FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys’ fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and reasonable attorneys’ fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon one hundred twenty (120) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant and Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the leases/licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant/licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or

1.14.2021

any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that a Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time, provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender which consent shall not be unreasonably withheld, conditioned or delayed.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased, or may in the future sublease, certain of the improvements thereon to third parties and (ii) the requirements of Section 365(h) of Title II of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue

notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Sections 25 and 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without unreasonable hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) The provisions of Sections 25 and 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail

1.14.2021

(postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:
383 City of Brawley
183 Main Street
Brawley, CA 92227

If to Tenant:
Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Ref: US-CA-5172
Attn: Sr. VP Asset Management

If to Lender:
Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option and Lease or Memorandum of Lease.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

LANDLORD:

City of Brawley
a California municipal corporation

Name: _____

By: Tyler Salcido

Name: _____

Name: TYLER Salcido

Title: CITY MANAGER

Date: 04/01/2021

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

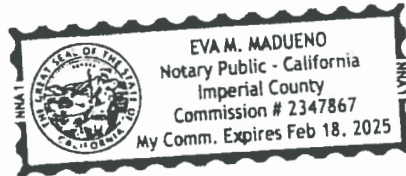
State of California
County of Imperial

On 4/1/2021, 20____ before me, Eva M Madueno, Notary Public (insert name and title of the officer) personally appeared Tyler Salcido (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



(Tenant signature page to Option and Lease Agreement)

WITNESSES:

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

Jordan Tuck
Name: Jordan Tuck

By: [Signature]
Name: Alexander L. Gellman

Bryan Tuck
Name: Bryan Tuck

Title: _____
Date: 3-22-2021 CEO

LEGAL ^{DS} Tc

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of March, 2021, by means of physical presence or online notarization by Alex Gellman, the CEO of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

Rachel Williamson
Signature of Notary Public

Rachel Williamson
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification —

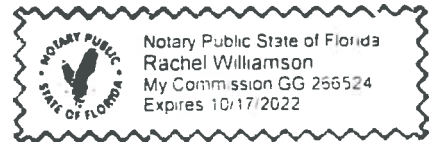


EXHIBIT 1

Legal Description of the Property (Parent Parcel)
(may be updated by Tenant upon receipt of final legal description from title)

Property commonly known as 221 E. Magnolia Street, Brawley CA 92227 located in Imperial County, California.

APN: 046-121-003

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

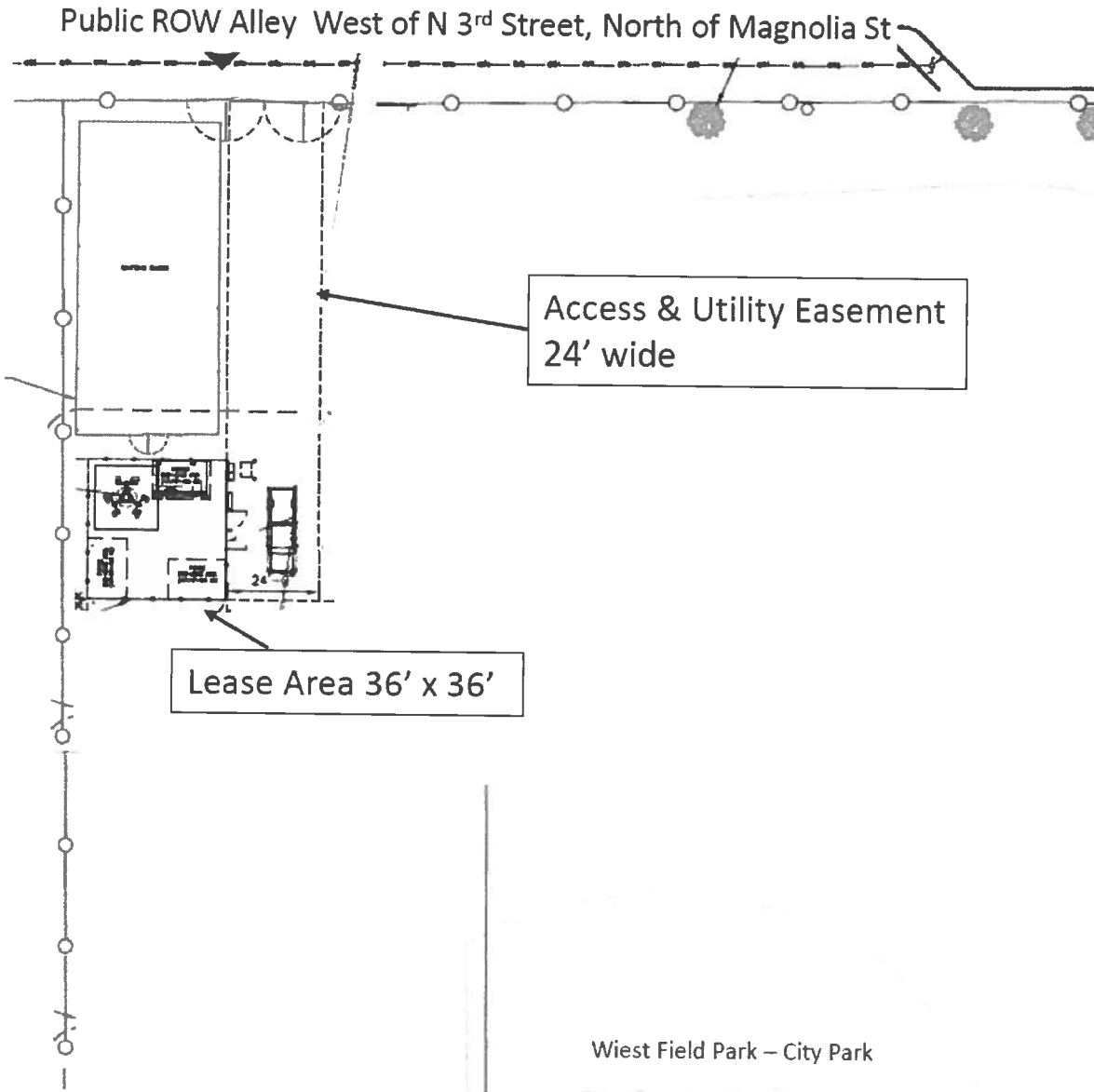


EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: Warner Park
Site Number: US-CA-5172
Commitment #: _____

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Lease**") between **City of Brawley**, a California municipal corporation ("**Landlord**"), whose address is 183 Main Street, CA, Brawley 92227, and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated April 01, 2021 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Lease, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of twelve (12) months from the Effective Date and may be renewed by Tenant for an additional twelve (12) month period.

Landlord ratifies, restates and confirms the Lease and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Lease. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

3. Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Lease restricts Landlord's ability to utilize or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities.

5. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

City of Brawley
a California municipal corporation

Name: _____

Name: _____

By: Tyler Salcido
Name: TYLER Salcido
Title: City manager
Date: 04/01/2021

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

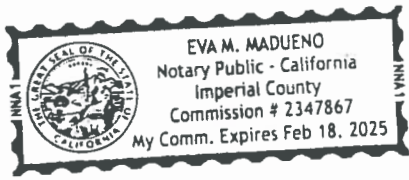
State of California
County of Imperial

On 4/1/2021, 20____ before me, Eva M. Madueno, Notary Public (insert name and title of the officer) personally appeared Tyler Salcido (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

TENANT:

Vertical Bridge Development, LLC
a Delaware limited liability company

Jordan Tuck
Name: Jordan Tuck

By: [Signature]
Name: Alexander L. Gellman

Bryan Tuck
Name: Bryan Tuck

Title: _____
Date: 3-22-2021 CEO

LEGAL DS
Te

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of March, 2021, by means of physical presence or online notarization by Alex Gellman, the CEO of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

Rachel Williamson
Signature of Notary Public

Rachel Williamson
Print, Type, or Stamp Commissioned Name of Notary Public



Personally Known X OR Produced Identification —

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Property commonly known as 221 E. Magnolia Street, Brawley CA 92227 located in Imperial County, California.

APN: 046-121-003

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

Vertical Bridge Development, LLC
 750 Park of Commerce Drive, Suite 200
 Boca Raton, Florida 33487
 Attn: Daniel Marinberg

Site Name: Warner Park
Site Number: US-CA-5172
Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") evidences a Lease Agreement (the "**Lease**") between City of Brawley, a California municipal corporation ("**Landlord**"), whose address is 183 Main Street, Brawley, CA 92227, and **Vertical Bridge Development, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated the 1st day of April, 2021 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is April 01, 2021. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of communications towers and related facilities;
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

5. Tenant is entitled to sublease and/or license the Premises, including any communications tower located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Landlord may not subdivide the Property without Tenant's prior written consent.

9. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

LANDLORD:

City of Brawley
a California municipal corporation

Name: _____
Name: _____

By: Tyler Salcido
Name: TYLER SALCIDO
Title: CITY MANAGER
Date: 04/01/2021

CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

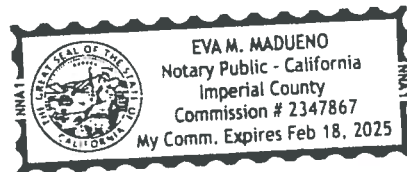
State of California
County of Imperial

On 4/1/2021, 20____ before me, Eva M Madueno, Notary Public (insert name and title of the officer) personally appeared Tyler Salcido (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Eva M Madueno (Seal)



(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

TENANT:

Jordan Tuck
Name: Jordan Tuck

Bryan Tuck
Name: Bryan Tuck

Vertical Bridge Development, LLC
a Delaware limited liability company

By: [Signature]

Name: Alexander L. Gellman

Title: CEO

Date: 3-22-2021

LEGAL ^{DS}
TC

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of March, 2021, by means of physical presence or online notarization by Alex Gellman, the CEO of Vertical Bridge Development, LLC, a Delaware limited liability company, on behalf of the company.

Rachel Williamson
Signature of Notary Public

Rachel Williamson
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known OR Produced Identification

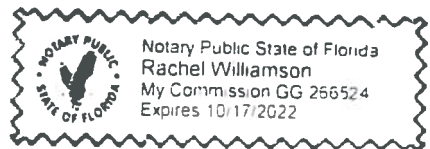


EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

Property commonly known as 221 E. Magnolia Street, Brawley CA 92227 located in Imperial County, California.

APN: 046-121-003

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, lessees, sublessees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area



Mail Processing Center
 Federal Aviation Administration
 Southwest Regional Office
 Obstruction Evaluation Group
 10101 Hillwood Parkway
 Fort Worth, TX 76177

Issued Date: 03/12/2021

Richard Hickey
 Vertical Bridge Development, LLC
 750 Park of Commerce Drive
 Suite 200
 Boca Raton, FL 33487

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Monopole US-CA-5172 Warner Park
 Location: San Diego, CA
 Latitude: 32-59-10.10N NAD 83
 Longitude: 115-32-19.49W
 Heights: -115 feet site elevation (SE)
 115 feet above ground level (AGL)
 0 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 09/12/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

155 of 162

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination of No Hazard is granted provided the following conditional statement is included in the proponent's construction permit or license to radiate:

Upon receipt of notification from the Federal Communications Commission that harmful interference is being caused by the licensee's (permittee's) transmitter, the licensee (permittee) shall either immediately reduce the power to the point of no interference, cease operation, or take such immediate corrective action as is necessary to eliminate the harmful interference. This condition expires after 1 year of interference-free operation.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (206) 231-2877, or Nicholas.Sanders@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AWP-3033-OE.

Signature Control No: 472567937-474117658

(DNE)

Nicholas Sanders
Technician

Attachment(s)
Additional Information
Frequency Data
Map(s)

156 of 162

cc: FCC

Additional information for ASN 2021-AWP-3033-OE

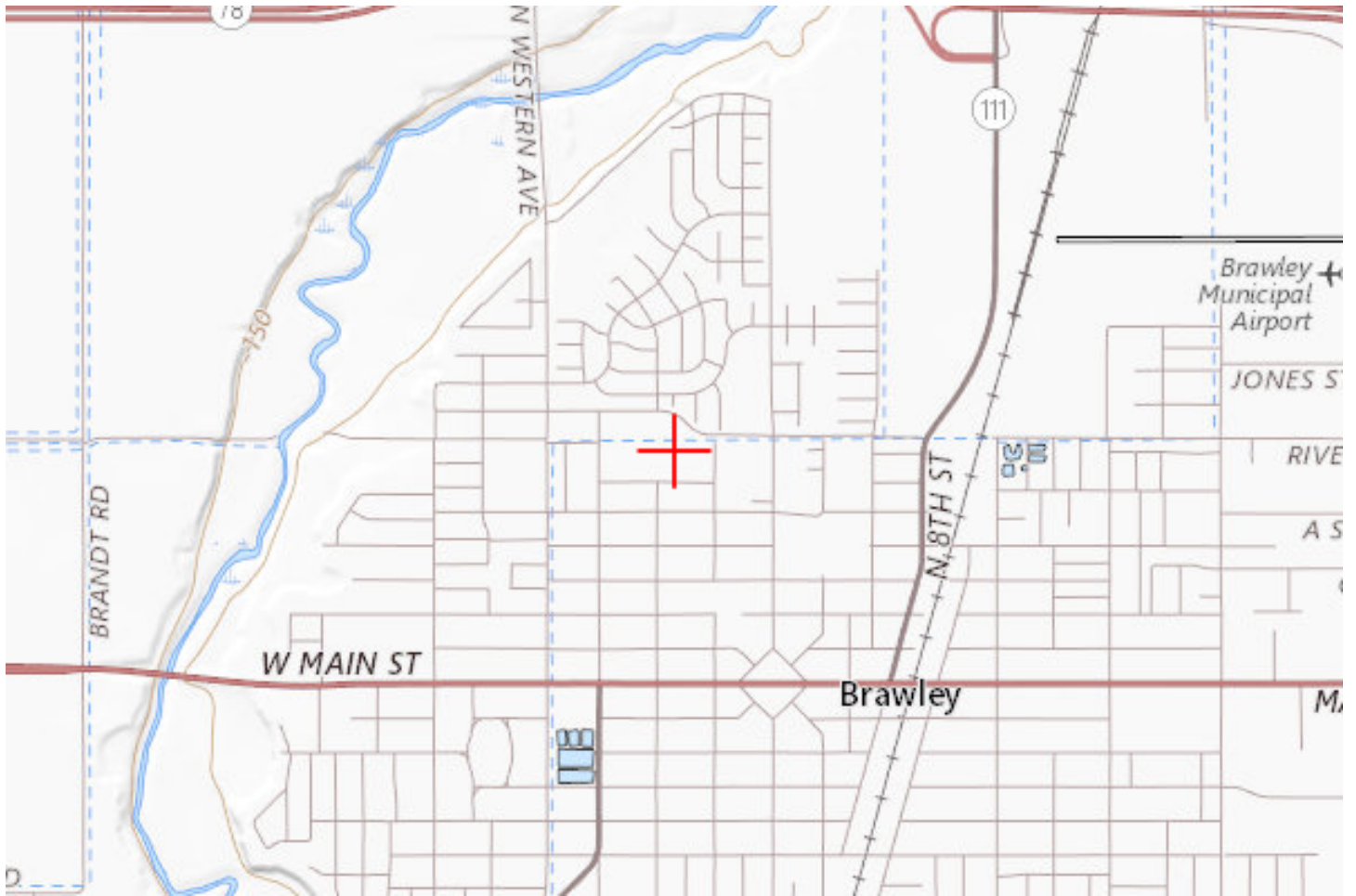
157 of 162

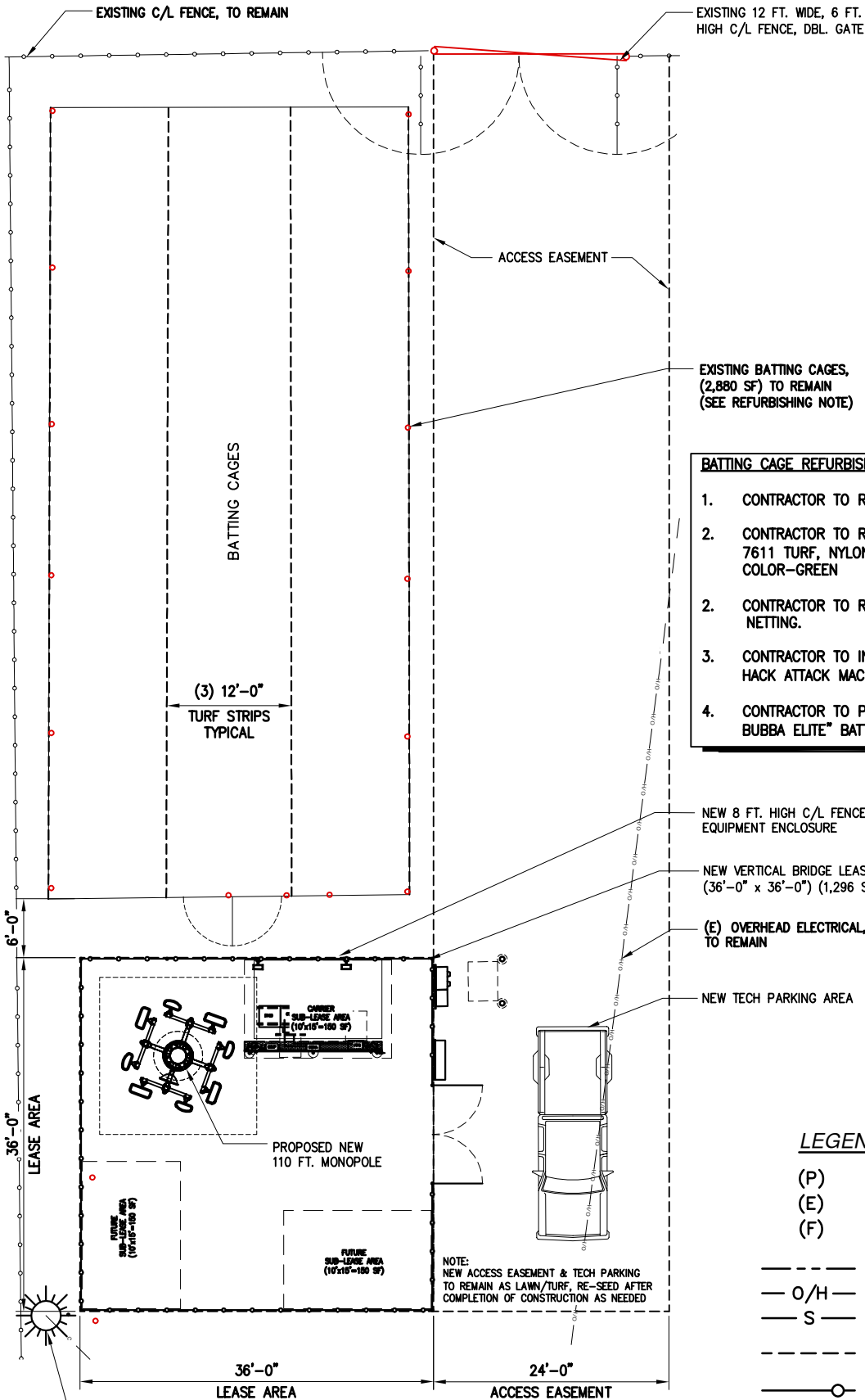
At a distance of 11.8 nautical miles from the site emissions from the 2496-2690 MHz transmitters must be less than -155 dBm in the 2700-3100 MHz Surveillance Radar frequency band.

Frequency Data for ASN 2021-AWP-3033-OE

158 of 162

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W





- BATTING CAGE REFURBISHING NOTES:**
1. CONTRACTOR TO REMOVE C/L FENCE ROOF / TOP COVERING.
 2. CONTRACTOR TO REMOVE OLD TURF AND INSTALL NEW 7611 TURF, NYLON 36 OZ., W/URETHANE BACKING (12' WIDE), COLOR-GREEN
 2. CONTRACTOR TO RE-AJUST/STRECH EXISTING INTERNAL FABRIC NETTING.
 3. CONTRACTOR TO INSTALL NEW PITCHING MACHINE, BASEBALL HACK ATTACK MACHINE, ITEM #K50656.
 4. CONTRACTOR TO PROVIDE NEW PORTABLE BATTING CAGE, "BIG BUBBA ELITE" BATTING CAGE, BLACK

LEGEND

- (P) PROPOSED
- (E) EXISTING
- (F) FUTURE
- PROPERTY LINE
- O/H - OVERHEAD ELECTRIC
- S - BLUESTAKED SEWER LINE
- - - - - INDICATES ACCESS EASEMENT
- INDICATES CHAIN LINK FENCE
- ⊕ POWER POLE
- ⊙ SANITARY SEWER MANHOLE
- ☀ FIELD LIGHT POLE



WARNER PARK

PARTIAL SITE PLAN

SCALE: 1/16" = 1'-0" (8-1/2"x11")

CALLLED NORTH



Engineering Wireless Services, LLC

2175 West 14th Street
Tempe, AZ 85281

Phone: 480-968-6000

RE: EME Compliance for Vertical Bridge site

**US-CA-5172: Warner Park
Alley R.O.W. of N. 3rd St.,
North of Magnolia St.
Brawley, CA 92227**

May 27, 2021

To whom it may concern,

Engineering Wireless Services (EWS) evaluated the proposed Vertical Bridge monopole with site ID: US-CA-5172 to determine compliance with regulations on radio frequency (RF) electro-magnetic emissions (EME). At the time of the evaluation, T-Mobile site ID: SD02777A is the only proposed installation on the tower. Acceptable EME levels are determined and governed by the Federal Communications Commission (FCC). EWS uses the FCC guidelines and industry standards in evaluating compliance. After careful consideration, calculations show the T-Mobile Site on the Vertical Bridge tower will meet FCC regulations.

The calculations used for this evaluation were based on the information provided in the form of construction drawings, radio frequency data sheets (RFDS), and equipment specification sheets. Major factors that impact the EME compliance of the site are the antenna mounting locations (including height & proximity to each other), maximum output power of each radio type, the count of each radio type, antenna model, antenna azimuths, frequencies deployed, and the existence of other transmitters. While the tower is built to support multiple wireless service providers, T-Mobile is the only tenant indicated in the supplied documentation. T-Mobile is planning to use two antenna models (Ericsson AIR6449 B41 & RFS APXVAA4L24_43-U-NA20) in each sector with four sectors on the tower. The Ericsson antenna model uses an internal radio capable of up to 300W output. The RFS antenna model has 12 ports to be fed by three radios with four ports each. The external radio models are Ericsson 4449, 4415, and 4424 with maximum output powers of 40W, 40W, and 80W per port, respectively. The antennas will be mounted with the center 106 feet up from ground level. Proposed azimuths for the site are 20°, 110°, 200°, and 290° with a 2° electrical down-tilt on the RFS antenna. The radios will produce RF signals in the 600MHz, 700MHz, 1900MHz, 2100MHz, and 2500MHz frequency ranges. Deviations with regards to these major factors will require a new evaluation for EME compliance.

The construction drawings indicate a chain link fence surrounding the tower that will prevent access of unauthorized personnel. The fencing is a 36x36ft square area covering 10ft North and West and approximately 26ft East and South of the pole. The enclosed area can be considered a controlled environment under FCC regulations as long as access is limited to personnel that are trained in EME exposure. Outside of the fencing constitutes an



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uncontrolled area where the general public regulations apply. A maximum EME level that is 0.7% of the occupational (controlled environment) FCC limit or 3.6% of the general public FCC limit was calculated in the enclosed area. A maximum EME level that is 0.7% of the general public limit was calculated outside the fencing.

These results are a worst-case scenario. Power levels will fluctuate with the amount of traffic on the site. The maximum power levels will only be realized at times when the site is fully loaded with users. In addition to this, any Time Division Duplexed (TDD) signals will have a reduced duty cycle resulting in lower time-averaged EME exposure levels. Based on these calculations and considerations, the proposed site is compliant with FCC regulations for EME exposure.

Respectfully,

Russell Stradling

Manager, Systems Architecture and Technology | [Engineering Wireless Services](#)

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[Email](#) | 2175 W. 14th St., Tempe, AZ 85281