



**PLANNING COMMISSION MEETING**  
**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**November 09, 2023 at 6:00 PM**

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**AGENDA**

Google Meet: <https://meet.google.com/yhf-uevu-tkq> Or dial: (US) +1 442-229-5028 PIN: 994 657 050

**GENERAL BUSINESS**

**Welcome / Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. No Minutes to Approve

**PUBLIC COMMENT** - *Time reserved for public comment on items or issues not listed on the agenda.*

**LEGISLATIVE ITEMS**

2. Consideration and Approval of a Temporary Conditional Use Permit Application for 78 East Markle, in Lasal, Zachary Feasby
3. Consideration of a Approval of a Conditional Use Permit Allowing for a RV Park/Wedding Venue for 1515 Highway 46, Old La Sal, Timothy Lankford
4. Consideration and Approval of a Conditional Use Permit for R22 East Radio Hill Road, Verizon Wireless Tower, Technology Associates EC
5. Consideration and Approval of a Conditional Use Application for a Telecommunications Tower to be located at 4326 East Sunny Acres Lane, Tower Development.

**BUILDING PERMIT(S) REVIEW**

6. October Building Permits

**ADJOURNMENT**

**\*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\***



## STAFF REPORT

**MEETING DATE:** November 9, 2023

**ITEM TITLE, PRESENTER:** Consideration of a Temporary Conditional Use Permit Application for 78 East Markle, in Lasal, Zachary Feasby

**RECOMMENDATION:** Make a motion approving Conditional-Use Permit with the following conditions:

Make a motion denying the Conditional-Use permit for the following reasons: (Statement of Substantial Evidence)

### SUMMARY

The County has received a request for a Conditional Use Permit Application. The request is to allow for temporary housing in RV's while construction is taking place on the main home located at 78 East Markle, in La Sal

There are two sections in the San Juan County Zoning Ordinances that allow for temporary uses as follows:

#### 6-11 Temporary Permit

A temporary use permit may be issued for any use listed as a conditional use for that zone for no longer than six (6) months and may be extended for an equivalent period with a maximum of three (3) extension

#### 11-2 Use Regulations

(3) Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman - such buildings must be removed upon completion or abandonment of the construction work [in MU-1, A-1, RR1, these are all conditional uses]

#### Possible Conditions:

- *Must comply with any state or federal fire restrictions*
- *Must comply with all building permit requirements*
- *Must comply with San Juan County Health Department requirements and Utah State water system requirements.*

## Applying for a Conditional Use Permit in San Juan County

The term "conditional use permit" refers to a land use which would not be permitted under normal regulations of a zoning district, however, the proposed use may be acceptable within the zoning district if development of the use complies with special conditions provided by the Planning Commission. Specified conditions associated with a conditional use permit (CUP) may only be amended by the Planning Commission. The conditional use permit is revocable by the County if any of the conditions are violated or not met with certain time frames.

### Overview:

Conditional use permit applications are reviewed by the Planning Commission and San Juan County staff to determine compliance with the following county code:

### Chapter 6, 6-4. Determination

The Planning Commission, or upon authorization, the Zoning Administrator, shall approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this Ordinance. In authorizing any conditional use the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare. The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

### Submittal Deadline:

Application for a conditional use permit must be submitted to the San Juan County Planning and Zoning Department, 117 S. Main Street, Monticello by 10:00 a.m. at least three (3) weeks prior to the intended date the application is to be considered

by the Planning Commission. Incomplete applications may delay processing of the application and subsequent scheduling of public hearings.

### **Meeting Dates:**

Who? San Juan Planning and Zoning Commission  
 When? 2nd Thursday of each month at 7:00 p.m.  
 Where? San Juan County Administration Building, Room 200 - Old  
 Commission Chambers, 117 South Main Street, Monticello, Utah.

### **Application Fee (non-refundable)**

☐ Conditional Use Permit: See Fee Schedule

### **Application Process:**

**Step 1. Contact the Planning and Zoning Department Staff.** Meet informally with a member of the Planning and Zoning Department staff to discuss your proposal and review the issues, procedures and fees associated with the application.

**Step 2. Submit Application:** For all conditional use permit applications please submit the following:

- ☐ Completed Conditional Use application form.
- ☐ Property Owner's Affidavit (i.e. a written statement made before a notary). For your convenience, an affidavit has been provided on the back of the application form.
- ☐ If the property owner is to be represented by an "agent" during meetings with the County, please complete and submit the Agent Authorization form (also provided on the back of the application form).
- ☐ Payment of application fee.
- ☐ Three (3) copies of a legible site plan proposal. The site plan should include the following information:
  - ☐ Include the project name and exact street address, if possible.
  - ☐ Accurate dimensions of the subject property, drawn to scale (i.e. 1"=10', 1"=30', etc.) with north arrow and date of drawing. Sheet size should be a minimum of 18"x24".
  - ☐ Property lines, adjoining streets or roads, right-of-ways, waterways, easements, etc. with dimensions.



- Location and dimension of existing and proposed buildings, entries and exits, driveways, parking areas, landscape areas, sidewalks, retaining walls, fences, exterior lighting, etc.
- Location of existing property features such as streets and roads, canals, ditches waterways, hillsides, wetlands, flood plain, etc.
- Three (3) copies of floor plans. Include both existing and proposed floor plans. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the plans.
- Three (3) copies of building elevations. These must be dimensioned to show an accurate representation of the proposed building. Provide a summary of the type of building materials which will be used for all structures. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the elevation.
- Submit (1) copy of reduced 8 1/2 x 11 inch copy of all development plans.

**\*All plans submitted with the application will not be returned to the applicant and are the property of San Juan County**

**Step 3. Attend the Planning Commission Meeting.** The applicant will be sent a copy of the Planning Commission agenda and staff recommendation in advance of the meeting date. Information on the agenda will give the date, time and place of the meeting. The applicant or an authorized representative must be in attendance at the meeting. If no applicant is present, the Planning Commission will move on to the next agenda item. It will be up to the applicant to reschedule another hearing date. The applicant should be prepared to present the proposal in detail and answer questions from the Planning Commission members and other interested parties. An application may be "tabled" or "continued" if the Planning Commission needs additional information or time to consider the application. Otherwise, the Planning Commission will make a motion to approve or deny the request.

**Appeal of Planning Commission Decision:**

Anyone aggrieved with a decision of the Planning Commission may appeal the decision to the Board of County Commissioners. The appellant may be applicant, neighboring property owner, an effected resident, or even the County itself. Appeals must be in writing and received by the County Administrator within thirty (30) days of the

Planning Commission decision. Appeal requests must contain all documents and must state the reason(s) for the appeal. Payment of a fee is required at the time of filing.

**Conditional Use Permit Issuance:**

Following the approval of the conditional use permit by the Planning Commission, the permit will be issued in a letter to the applicant. The letter will state with specificity the conditions of the permit approval. This document should be retained in the records of the property owner or applicant. All conditions outlined in the permit must be maintained in order for the permit to remain valid and in effect.

**Expiration of Conditional Use Permit:**

Approval of the conditional use permit application by the Planning Commission will expire one (1) year after the date of approval unless there has been substantial action on the CUP (i.e. obtained a building permit) by the applicant. The Planning Commission may grant one extension up to six (6) months, when it is deemed in the public interest.

# SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

- ☐ New Construction      ☒ Land Use Change  
☐ Addition                      ☐ Appeal

Subject Property Location or Address: 78 E Markle La Sal

Parcel Identification

Number: 0000500 E001A

Parcel Area: .5 Acre Current Use: Vacant

Floor Area: 0 Zoning Classification: \_\_\_\_\_

Applicant

Name: Zachary Feasby

Mailing Address: 78 E Markle La Sal UT 84530

City, State, ZIP:                     

Daytime Phone #: (419) 309-0995 Fax#: \_\_\_\_\_

Email Address: ZachFeasby@gmail.com

Business Name (If applicable): \_\_\_\_\_

Property Owner's Name (If different): \_\_\_\_\_

Property Owner's Mailing Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Daytime Phone #: \_\_\_\_\_ Fax#: \_\_\_\_\_

Describe your request in detail (use additional page(s) if necessary): Parking & electrical connection for 1 RV unit. permit and construction can be completed for residence. Water is being provided by neighbor. Sewage dump is 1/2 mile west on markle

Authorized Signature: [Signature] Date: 10/20/23

**Property Owner's Affidavit**

I (we) Zachary Peachy, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Owner's Signature [Signature]

Owner's Signature (co-owner if any) \_\_\_\_\_

State of Utah )

County of San Juan )

Subscribed and sworn to before me this 21 day of October, 2023.

[Signature]  
Notary Public

Residing in Monticello UT 84535

My Commission expires: 2-28-2026



**Agent Authorization**

I (we) \_\_\_\_\_, the owner(s) of the  
 real property located at \_\_\_\_\_  
 \_\_\_\_\_  
 in San Juan County, Utah, do hereby appoint \_\_\_\_\_,  
 as my (our) agent to represent me (us) with regard to this application affecting the above  
 described real property, and authorize \_\_\_\_\_,  
 to appear before any County board or commission considering this application.

 \_\_\_\_\_  
 Owner's Signature

 \_\_\_\_\_  
 Owner's Signature (co-owner if any)

State of Utah        )

:

County of San Juan    )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
 \_\_\_\_\_ the signer(s) of the  
 above *Agent Authorization* who duly acknowledge to me that they executed the same.

 \_\_\_\_\_  
 Notary Public

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Ent 178426 Bk 1102 Pg 721 - 722  
 Date: 04-Oct-2023 11:22:31AM  
 Fee: \$40.00 Check Filed By :IH  
 CINDI HOLYOAK, Recorder  
 SAN JUAN COUNTY CORPORATION  
 For: METRO NATIONAL TITLE

Mail Tax notice to:  
 Grantee  
 78 East Markle  
 La Sal, UT 84530  
 MNT File No.: 98093  
 Tax ID No.: 0000500E001A

## WARRANTY DEED

**Mary Shade and Jacob Shade**

**GRANTOR** of Cheyenne, State of Wyoming, hereby **CONVEYS** and **WARRANTS TO**:

**Zachary T. Feasby,**

**GRANTEE** of Fort Myers, State of Florida for the sum of **TEN AND 00/100'S DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, the following described tract of land in San Juan County, State of Utah:

**A Tract of land within Block E, Stewart Subdivision No. 2, in the N1/2 of the NE1/4 of Section 9, T29S, R24E, SLB&M, San Juan County, Utah and more particularly described as follows:**

**T29S, R24E, SLM**

**Section 9: Beginning at a point which N 89°39' E 175 ft. of the NW corner of the Stewart Subdivision in this Section 9 and running thence N 89°39' E 110 ft; S 200 ft; S 89°39' W 110 ft; N 200 ft. to the point of beginning.**

**Excepting therefrom all oil, gas and other minerals that have been reserved, conveyed or transferred in prior documents.**

**SUBJECT TO:** County and/or City Taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of Record.

Ent 178426 Bk 1102 Pg 722


WITNESS, the hand(s) of said grantor(s), 4 day of October, 2023.

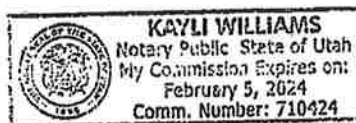
  
\_\_\_\_\_  
Mary Shade

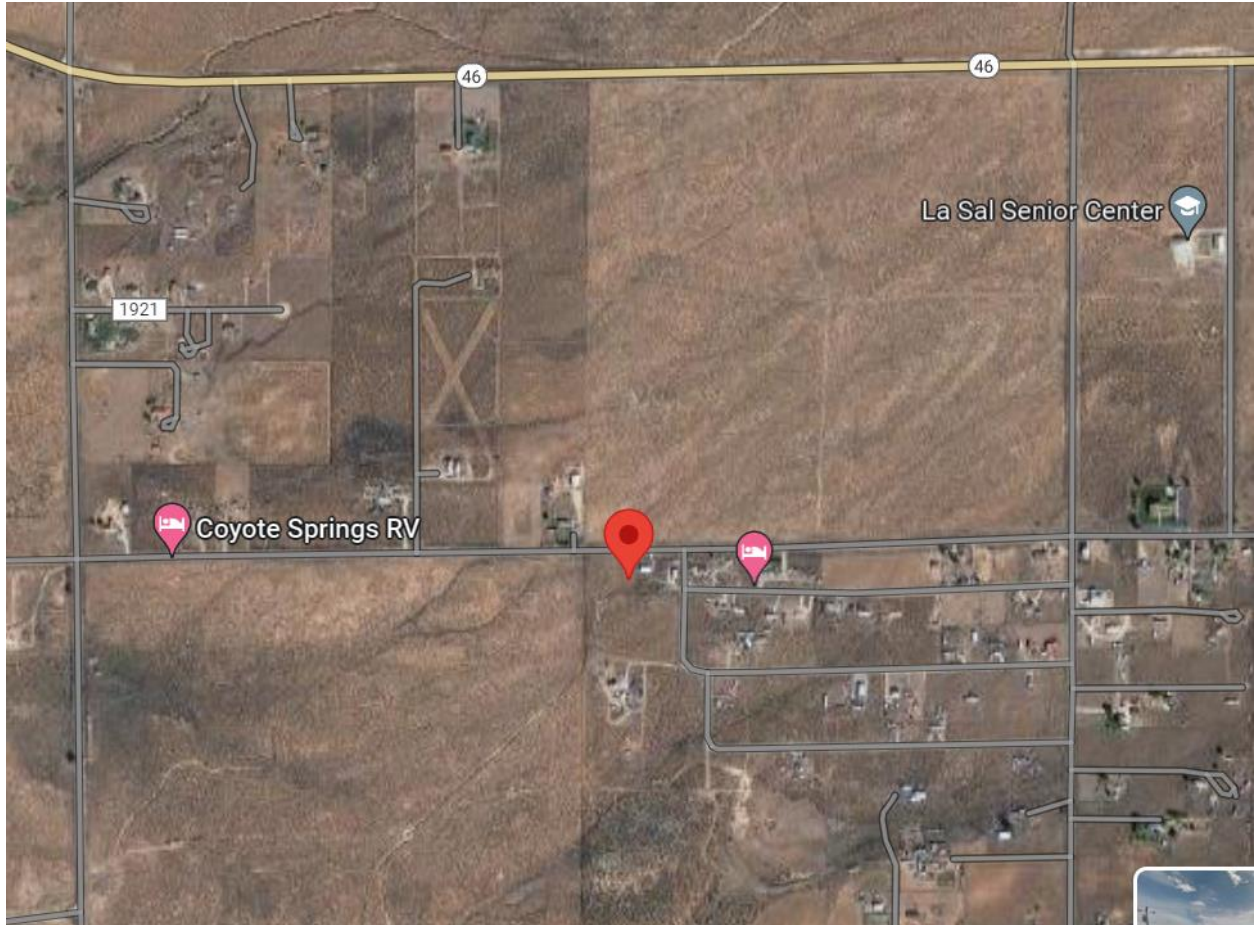
  
\_\_\_\_\_  
Jacob Shade

State of Utah  
County of Grand )ss:

On this date, 4, October, 2023, personally appeared before me, Mary Shade and Jacob Shade, the signer(s) of the within instrument, who duly acknowledged to me that they/he/she executed the same.

  
\_\_\_\_\_  
Notary Public









## STAFF REPORT

**MEETING DATE:** November 9, 2023

**ITEM TITLE, PRESENTER:** Consideration of a Conditional Use Permit Allowing for a RV Park/Wedding Venue for 1515 Highway 46, Old La Sal, Timothy Lankford

**RECOMMENDATION:** Make a motion recommending approval to the Board of San Juan County Commission for the Conditional Use Permit with the following conditions: (State each Condition as part of the motion)

Make a motion denying the Conditional Use Permit due to the following reasons: (Statement of Findings for Substantial Evidence)

### SUMMARY

In October 2021, the County received a Conditional Use Permit Application for Parcel 28S25E271210 and 28S25E281201, Wild Sage Resort, located on 1515 Highway 46 in Old La Sal.

The applicant is planning on utilizing existing uses as part of the resort and will be adding 12 RV sites. A Community Restroom. A 150'X50' pond with a spring that can be utilized for fire mitigation. Establishment of an additional 75'x100' pond. Included in the design is a pergola and a Barn-dominium.

There are two properties with this site, but one parcel is almost unusable due to its size. The septic systems will all exist on one parcel with one septic system already in existence.

### Ordinance Sections:

This property is located within the A-1 zone which has a use defined as the following:

Private park or recreational grounds or private recreational camp or resort, including accessory or supporting dwellings or dwelling complexes and commercial service uses which are owned by or managed by the recreational facility to which it is accessor

By definition, a Conditional Use is: A land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

**Possible Conditions may include:**

- *Must coordinate with the Division of Drinking Water to avoid a public water system or the creation of a Public Water System and pass that off through the County Administrator*
- *Must comply with any state or federal fire restrictions*
- *Must comply with all building permit requirements*
- *Must comply with San Juan County Health Department requirements and Utah State water system requirements. Including having an engineer design the appropriate septic systems for the uses.*
- *Must comply with San Juan County business license requirements.*

## **HISTORY/PAST ACTION**

N/A

# SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Item 3.

Type of Application (check all that apply):

- ☐ New Construction ☒ Land Use Change  
☐ Addition ☐ Appeal

Subject Property Location or Address: 1515 Hwy 46  
Old La Sal, Utah 84530

## Parcel Identification

Number: 28S25E271210 and 28S25E281201

Parcel Area: \_\_\_\_\_

Current Use: Agricultural/Residential

Floor Area: \_\_\_\_\_

Zoning Classification: Agricultural

## Applicant

Name: Timothy Kyle Lankford

Mailing Address: P.O. Box 748

City, State, ZIP: Monument, CO 80132

Daytime Phone #: (719) 650-2708 Fax#: \_\_\_\_\_

Email Address: Kyle.Lankford23@yahoo.com

Business Name (If applicable): Wild Sage Resort

Property Owner's Name (If different): N/A

Property Owner's Mailing Address: N/A

City, State, ZIP: N/A

Daytime Phone #: N/A Fax#: N/A

Describe your request in detail (use additional page(s) if necessary): I want to create a wedding venue and offer RV's Cabins.

Authorized Signature: Timothy Kyle Lankford Date: 10-1-23

## Property Owner's Affidavit

I (we) Timothy Kyle LANKFORD, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Timothy Kyle Lankford  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of ~~Utah~~ Colorado  
County of ~~San Juan~~ El Paso

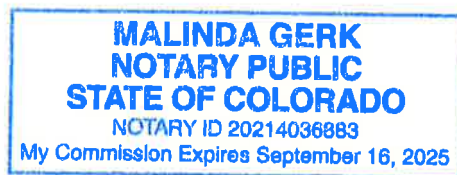
Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2023.

Malinda Gerk

Notary Public

Residing in Colorado

My Commission expires: 09/16/2025



by the Planning Commission. Incomplete applications may delay processing of the application and subsequent scheduling of public hearings.

### Meeting Dates:

Who? San Juan Planning and Zoning Commission  
When? 2nd Thursday of each month at 7:00 p.m.  
Where? San Juan County Administration Building, Room 200 - Old  
Commission Chambers, 117 South Main Street, Monticello, Utah.

### Application Fee (non-refundable)

?( Conditional Use Permit: See Fee Schedule

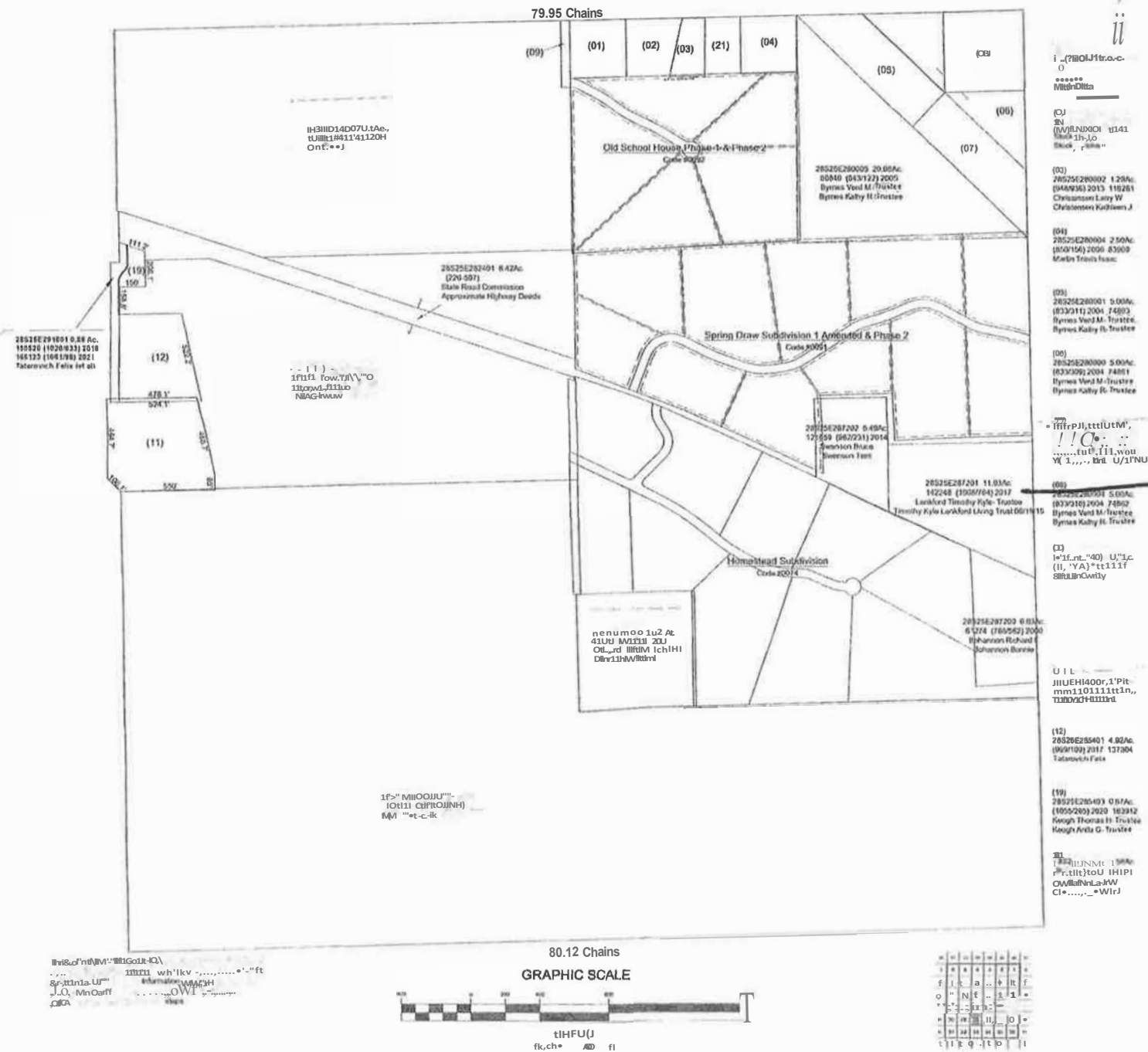
### Application Process:

**Step 1. Contact the Planning and Zoning Department Staff.** Meet informally with a member of the Planning and Zoning Department staff to discuss your proposal and review the issues, procedures and fees associated with the application.

**Step 2. Submit Application:** For all conditional use permit applications please submit the following:

- D Completed Conditional Use application form.
- D Property Owner's Affidavit (i.e. a written statement made before a notary). For your convenience, an affidavit has been provided on the back of the application form.
- D If the property owner is to be represented by an "agent" during meetings with the County, please complete and submit the Agent Authorization form (also provided on the back of the application form).
- D Payment of application fee.
- D Three (3) copies of a legible site plan proposal. The site plan should include the following information:
  - o Include the project name and exact street address, if possible.
  - o Accurate dimensions of the subject property, drawn to scale (i.e. 1"=10', 1"=30', etc.) with north arrow and date of drawing. Sheet size should be a minimum of 18"x24".
  - o Property lines, adjoining streets or roads, right-of-ways, waterways, easements, etc. with dimensions.

SAN JUAN COUNTY, UTAH  
SECTION 28, T28S, R25E, SALT LAKE MERIDIAN, UTAH



1515 Hwy 46  
old LASA ut.  
property location



40' x 60' pergola

Services

Agencies



150' x 50' pond wit  
spring

75' x 100 Pond

R.V. site

50' x 100 Barndomin

30' x 30' Community  
Bathroom

□ - Cabin sites

□ - R.V. Sites

0 100 200ft

**Points of Diversion - Abandoned:**

(1) S 2776 ft. W 420 ft. from NE corner, Sec 28 T 28S R 25E SLBM

Well Diameter: 6 in. Depth: 200 to 400 ft. Year Drilled: Well Log: No Well Id#:   
 Elevation: UTM: 660413.661, 4245036.862 (NAD83)   
 Source/Cmnt: NEW: S2876 W 420 NE Sec 28 T28S R25E

**Water Uses:**

Water Uses - Group Number: 2198

**Water Use Types:**

Irrigation-Beneficial Use Amount: 0.25 acres Group-Total: 0.25 Period of Use: 04/01 to 10/31

**Stock** Water-Beneficial Use Amount: 10 ELUs Group Total: 10 Period of Use: 01/01 to 12/31**Domestic-Beneficial** Use Amount: 1 EDUs Group Total: 1 Period of Use: 01/01 to 12/31

Place of Use:	North West	North East	South West	South East	Section
	NWINEISWISE	NWINEISWISE	NWINEISWISE	NWINEISWISE	Totals
1sec 28 T 28S R 25E SLBM		<b>X</b>		<b>X</b>	0.25
Group Acreage Total :					0.25

**Use Totals:**

Irrigation sole-supply total: 0.25 acres for a group total of: 0.25 acres   
 Stock Water sole-supply total: 10 ELUs for a group total of: 10 ELUs   
 Domestic sole-supply total: 1 EDUs for a group total of: 1 EDUs

**Extensions**

Filed: 01/29/2008

Proof Due: 02/28/2013

**Advertising:**

Publication Began: Publication End: Newspaper: No Advertising Required   
 Protested: Not Protested Hearing Held: Protest End Date:

**Approval:**

SE Action: Approved Action Date: 07/22/2008 Memo Decision: No



# Water Right Details for 05-2945

Utah Division of Water Rights

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

9/27/2023 4:21

Item 3.

Water Right: 05-2945

Application/Claim: A74561

Certificate:

## Owners:

Name: Linda Bohannon  
Address: PO Box 83  
Lasal Utah 84530

Interest:

Remarks:

## General:

Type of Right: Application To Appropriate

Source of Info.: Certificate

Status: Certificated

Quantity of Water: 1.73 ACFT

Source: Underground Water Well

County: San Juan

Common Description: 4 miles East of LaSal

Proposed Det. Book: 05-

Map:

Pub. Date:

Land Owned by Aool.: Yes

CountyTaxId#:28S25E287201

## Dates:

Filing:

Filed: 10/25/2002

Priority: 08/22/2019

Decree/Class:

Advertising:

Publication Began: 11/20/2002

Publication End: 11/27/2002

Newspaper: The San Juan Record

Protest End Date: 12/17/2002

Protested: Not Protested

Hearing Held:

Approval:

State Eng. Action: Approved

Action Date: 02/26/2003

Recon. Req. Date:

Recon. Req. Type:

Certification:

Proof Due Date: 02/28/2013 Extension Filed Date:

Election or Proof: Proof

Election/Proof Date: 08/22/2019

Cert./WUC Date: 10/21/2019

Lapsed, Etc. Date: 02/28/2013

Lap. Ltr. Date: 03/15/2013

Wells:

Prov. Well Date:

Most Recent Well Renovate/Replace Date: 08/22/2019

## Points of Diversion:

Points of Diversion - Underground:

(1) S 27/6 fl. W 420 fl. from NE corner, Sec 28 T 28S R 25E S1BM

Well Diameter: 6 in.

Depth: 325 to ft.

Year Drilled: 2004

Well Log: Yes Well Id#:

Elevation:

UTM: 660413.661, 4245036.862 (NAD83)

Source/Cmnt:

## General:

Type of Right: Application To Appropriate	Source of Info.: Certificate	Status: Certified
Quantity of Water: 1.73 ACFT		
Source: Underground Water Well		
County: San Juan		
Common Description: 4 miles East of LaSal		
Proposed <input type="checkbox"/> et. Book: 05-	Map:	Pub. Date:
Land Owned by Aool.: Yes	County Tax Id#: 28S25E287201	

## Dates:

Filing:		
Filed: 10/25/2002		
Priority: 08/22/2019	Decree/Class:	
Advertising:		
Publication Began: 11/20/2002	Publication End: 11/27/2002	Newspaper: The San Juan Record
Protest End Date: 12/17/2002	Protested: Not Protested	Hearing Held:
Approval:		
State Eng. Action: Approved	Action Date: 02/26/2003	
Recon. Req. Date:	Recon. Req Type:	
Certification:		
Proof Due Date: 02/28/2013	Extension Filed Date:	
Election or Proof: Proof	Election/Proof Date: 08/22/2019	
Cert./WUC Date: 10/21/2019	Lapsed, Etc. Date: 02/28/2013	Lap. Ltr. Date: 03/15/2013
Wells:		
Prov. Well Date:	Most Recent Well Renovate/Replace Date: 08/22/2019	

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Place Of Use:	North West				North East				South West				South East				Section
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
1sec 28 T 285 R 25E SLBM								X						X			0.25
Group Acreage Total :																	0.25

Use Totals:	
Irrigation sole-supply total: 0.25 acres	for a group total of: 0.25 acres
Stock Water sole-supply total: 10 ELUs	for a group total of: 10 ELUs
Domestic sole-supply total: 1 EDUs	for a group total of: 1 EDUs

Extensions	
Filed: 01/29/2008	Proof Due: 02/28/2013
Advertising:	
Publication Began:	Publication End:
Protested: Not Protested	Hearing Held:
Newspaper: No Advertising Required	
Protest End Date:	
Approval:	
SE Action: Approved	Action Date: 07/22/2008
Memo Decision: No	



## STAFF REPORT

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<b>MEETING DATE:</b>	November 9, 2023
<b>ITEM TITLE, PRESENTER:</b>	Consideration and Approval of a Conditional Use Permit for R22 East Radio Hill Road, Verizon Wireless Tower, Technology Associates EC
<b>RECOMMENDATION:</b>	<p>Make a motion approving the Conditional Use using the Findings and Conditions after finding substantial evidence described in the Conditional Use Permit Document created by Staff</p> <p>Make a motion denying the Conditional Use based on findings of fact described Make a motion denying the Conditional Use Permit due to the following reasons: (Statement of Findings for Substantial Evidence)</p>

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### SUMMARY

The County has received a request from Troy Benson, Agent for Verizon Wireless for the installation of a 150 foot tall lattice tower in the A-1 zone.

The Zoning Ordinance allows for the following use as a Conditional Use in the A-1 Zone: radio and television transmitting stations or towers. Towers is not defined in the Ordinance for a specific purpose.

Staff has worked with our Attorneys and established an entire Conditional Use Permit report for this project which includes possible Findings to discuss and potential Conditions to be approved. See the attached “Conditional Use Permit for Telecommunications Tower at R22 East Radio Road” for review.

## Conditional Use Permit for Telecommunications Tower at R22 East Radio Road

### Background

San Juan County received an application for approval of a 150-foot telecommunications tower at R22 East Radio Road. The applicant is Troy Benson representing Verizon Wireless<sup>1</sup>. The R22 East Radio Road property is owned by Jerry and Joey Holliday.

The proposed tower is in the A-1 Agricultural District.

The San Juan County land use ordinance authorizes the Planning Commission to review and approve a conditional use permit for any conditional use – identified either in the zoning district where the use is proposed or “elsewhere” in the County zoning code. “Radio and television transmitting stations or towers” are listed as conditional uses in the A-1 Agricultural District. The Planning Commission shall make findings supporting a recommendation for a CUP and adopt appropriate conditions. (See attached Appendix A San Juan County ordinances).

### Project Summary

San Juan County requested the applicant provide specific information relating to the proposed telecommunications tower. On 31 October 2023 the project applicant provided details of the project to San Juan County Chief Administrative Officer Mack McDonald. The following summarizes the tower project proposed for East Radio Road. Also summarized here are relevant County resources.

The project is an unmanned communication facility consisting of antenna mounted to a new lattice tower with outdoor equipment and generator.

The project’s 150-foot tower is intended to fill a communications gap between Blanding and Monticello. A radio engineer determined that the area requiring coverage was a search ring, with a radius of about one mile. The tower is located near the center of the search ring.

Blanding City Power will provide power.

The tower supports a priority objective of the 2018 *San Juan County General Plan*. The *Plan* identifies *Broadband* infrastructure as needed for economic development, for health care, and for schooling.

The tower will enhance emergency services in the following ways: Sheriff and Fire responders use wireless services to respond to 911 calls, to residences through GPS systems, to utilize medical equipment, and to provide other critical emergency services; and with the rise in wireless households, wireless services allow citizens to place e911 calls.

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<sup>1</sup> Verizon Wireless was registered as a Utah corporation on 13 January 2023. CT Corporation System is the registered agent for Verizon Wireless and is located at 1108 E. South Union Avenue, Midvale, Utah.

The tower will enhance citizen health services in the following ways: with telemedicine starting to replace in-office patient visits, wireless services allow citizens and medical professionals to communicate; and telemedicine supports persons with disabilities obtain medical support where these individuals may not have prompt access to in-person health services.

The tower will support online schooling and a remote work environment. Wireless broadband is becoming essential to secondary schools and higher education – which require students to use wireless services to participate in virtual classrooms. Employers have allowed employees to work remotely or have hybrid schedules from home. Wireless services enhance and strengthen education and employment in the areas served by the tower.

The tower will support economic activity in San Juan County. Visitors and consumers can search online for restaurants, recreation, and sightseeing opportunities. Similarly, visitors and consumers use phone-equipped GPS and mapping to get them where they need to go.

After zoning approval, the tower applicant will go through a federal regulatory screening process and will fully comply with all federal regulations. The screening process takes about six (6) months. Presently, the tower applicant is unaware of any impacts on endangered species, national historic sites, migratory birds, or Native American/Tribal lands.

Once constructed and operational, a technician will visit the tower once a month for regular maintenance. About every 2 or 3 years a team will be at the tower to upgrade the equipment and antenna on the tower. These visits will generate little noise and create little traffic or safety concerns.

The tower will have site identification signs and signs required by the FCC and other government agencies. The tower applicant understands that no advertising or other signs will be displayed on the tower – without approval of San Juan County.

The tower will have no climbing pegs and will be surrounded by a 6-foot chain-linked fence with barbed wire to prevent unauthorized access. Access ladders will only be on site during maintenance.

The tower will not block or encroach on vehicle or pedestrian access. A path will lead to the tower and continue around the tower. No portion of the path will be obstructed.

The tower will have no accessory buildings. The tower will be supported by two equipment cabinets (7' 6" tall) and a diesel generator (7' 3" tall) on a 6" thick concrete slab (14' x 12' 8") with canopy covering the cabinets.

The antenna and support structures will be grounded as required by the National Electrical Code.

The San Juan County Code sets a maximum height for buildings in the A-1 District at 35 feet. Consequently, the proposed tower of 150 feet will require a variance.

The proposed tower would be subject to certain building codes and related standards which have been adopted by San Juan County.

The operation of the tower would require a County business license and be subject to regular inspections for compliance with County ordinances and the CUP conditions.

Prior to construction the applicant would be required to apply for and receive a building permit from San Juan County.

### Findings

The San Juan County Planning Commission makes the following findings relating to the proposed tower.

1. The proposed tower will have a positive, beneficial impact on the economy security, safety, and welfare of San Juan County residents and businesses. Specifically, the proposed project will support and enhance emergency services, schooling, health care services, and remote employment.
2. The proposed tower has unique characteristics which are appropriately addressed with conditions as part of a conditional use permit.
3. The proposed tower furthers a priority objective of the 2018 *San Juan County General Plan* to increase *Broadband* capacity to promote economic development and enhance public health and education.
4. The construction and operation of the tower will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.
5. The construction and operation of the tower will comply with the intent, spirit, regulations and conditions specified in the County land use code for such use and the zoning district where the use is to be located, as well be harmonious with the neighboring uses in the zoning district. Additionally, the project will comply with all federal regulations which protect and conserve San Juan County resources.
6. The proposed 150 feet height of the tower exceeds the maximum 35 feet in the San Juan County land use ordinance. Consequently, the tower will require a variance.

### Conditions

- a. Prior to construction, the applicant shall apply for and receive a San Juan County building permit.
- b. The applicant shall apply for, receive, and maintain a San Juan County business license *and* be subject to regular inspections associated with the business license – to include a review of compliance with the CUP conditions.

- c. The construction and operation of the tower shall comply with the International Fire Code and the San Juan County Fire Policy – and be subject to inspection by fire authorities.
- d. The tower shall be operated in compliance with federal regulations.
- e. The tower shall not be used for outdoor advertising, signage, or similar uses without first obtaining permission from San Juan County.
- f. This permit shall be null and void if the tower is abandoned as a telecommunication facility or the tower is not maintained for 90 days. After abandonment or non-maintenance, the tower shall be removed.
- g. Any neighbor or adjacent property owner or person reasonably expected to be at or near the facility during construction, maintenance, or other activity which has the potential to harm an individual shall be informed of the activity and provided with safety information, as appropriate.
- h. The facility shall be kept clean and free from rubbish, flammable waste material or other noxious or nuisance substances.
- i. The tower will require a variance from the San Juan County land use code which establishes a maximum height for structures at 35 feet.

Conditional Use Permit approved on by the San Juan County Planning Commission.

\_\_\_\_\_  
Trent Shafer  
Chairman, San Juan County Planning Commission

\_\_\_\_\_  
Date



## Appendix A

### San Juan County Land Use Ordinances

The following provisions in the San Juan County land usage ordinances are relevant to this application.

- County Code § 150.001 (Adoption of Uniform Codes) and § 153.028 (Adoption of Building Codes). San Juan County adopts the International Building Code<sup>2</sup> and related building standards.
- County Code §153.002 (Purpose) states: “This chapter [Zoning] is designed and enacted for the purpose of promoting the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the county, including, among other things, the lessening of congestion in the streets or roads, securing safety from fire and other dangers, providing access to adequate light and air, classification of land uses and distribution of land development and utilization, protection of the tax base, securing economy in governmental expenditures, fostering agricultural and other industries, and the protection of both urban and non-urban development.”
- The County Code includes certain definitions which are relevant to this application. § 153.005 (Definitions).

**CONDITIONAL USE.** A land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

**STRUCTURE.** Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

- County Code § 153.075 set a maximum height of structures at 35 feet. Since the proposed tower is 150’ a variance is required.
- County Code § 153.006 (Building Permit Required; Application and Review) includes the following relevant to this application.

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<sup>2</sup> Included in the 2021 International Building Code is § 3108 (Telecommunication and Broadcast Towers). Section 3108 includes several building construction requirements for telecommunication towers, including: seismic load standards; prohibitions against tower guy wires and other accessories crossing or encroaching on public streets, private property (where permission has not been obtained from the property owner), or above-ground electric utility lines; requirements for tower climbing and working facilities; and adoption of all EPA, OSHA, and FCC standards applicable to a tower and its location.

A building standard referenced in § 3108 is Telecommunications Industry Association 222 (Standards for Towers and Antenna Supporting Structures).

- “The use of land or the construction or alteration, of any building or structure or any part thereof, as provided or as restricted in this chapter shall not be commenced, or proceeded with, except after the issuance of a written permit for the same by the Building Inspector<sup>3</sup>.”
- “Design review for buildings and uses covered by conditional use permits or planned unit development approval shall be incorporated within such conditional use permit or planned unit development approval.” (Based on design review requirements for non-CUP projects in § 153.006, a design review of the subject tower may include the following: architectural and site development plans to scale, which shall show structure (tower) location, landscaping, prominent existing trees, ground treatment, fences, location and size of the adjacent streets, north arrow and property lines, existing grades and proposed new grades.)
- The following sections from the San Juan County Zoning Code relate generally to conditional uses.
  - § 153.185 (Definition) “A Conditional Use is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
  - § 153.186 (Permit Required). A conditional use permit shall be required for all uses listed as conditional uses in the district regulations where they are, or will be located, or if the use is specified as conditional use *elsewhere* in this chapter.
  - § 153.187 (No presumption of approval) The listing of a conditional use in any table of permitted and conditional uses found in § 153.071 of this chapter for each category of zoning district does not constitute an assurance or presumption that such conditional use will be approved. Rather, each proposed conditional use shall be evaluated on an individual basis, in relation to its compliance with the standards and conditions set forth in this chapter and with the standards for the district in which it is located, in order to determine whether the conditional use is appropriate at the particular location.
  - § 153.188 (Application). A conditional use permit application shall be made to the Zoning Administrator as provided by this chapter. The Zoning Administrator

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<sup>3</sup> County Code § 153.023 (Building Inspector; Powers and Duties) states “It shall be the duty of the Building Inspector to inspect or cause to be inspected all buildings in course of construction or repair.”

shall submit the application to the Planning Commission; except that, the Planning Commission may authorize the Zoning Administrator to grant, attach conditions or deny conditional use permits, subject to such limitations or qualifications as are deemed necessary.

- § 153.189 (Determination) (A) The Planning Commission, or upon authorization, the Zoning Administrator, shall approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this chapter. In authorizing any conditional use, the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare.

(B) The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish:

- (1) Such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) The proposed use will comply with intent, spirit, regulations and conditions specified in this chapter for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.

(C) The Planning Commission shall itemize, describe or justify the conditions imposed on the use.”

- The 2011 Zoning Code includes “radio and television communication towers” as conditional uses. In the table of uses for three zoning districts (A-1 Agricultural, RR-1 Rural Residential, MU-1 Multiple Use) the following uses are listed as “conditional uses.” “Public use, quasi-public use, essential services, including private school, with a curriculum corresponding to a public school, church, dams and reservoirs, *radio and television transmitting stations or towers*, cemetery.”
- The 2018 San Juan County General Plan emphasizes economic development throughout the County. The General Plan gives priority to the development of *Broadband* as an infrastructure need. The chapter on Economic Development (pages 21 – 30) identifies several goals to promote economic development. The “vision” for County Economic Development has the following components: *Broadband*, Transportation, Business Expansion and Retention, Diversification, and Celebration of History and Culture. The

first component, *Broadband*, is needed not only for economic development – but also for healthcare and education.<sup>4</sup>

*Other San Juan County Ordinances*

- County Code §§ 93.004 and 93.005 require that building permit applications and all constructed buildings comply with the County Fire Policy.
- County Code Chapter 110 require businesses to obtain and maintain a business license. § 110.010 authorizes inspections of properties which have or are required to obtain a County business license.

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<sup>4</sup> An important report on Broadband in rural communities was published by the United States Department of Agriculture. “Broadband Services for Rural America,” October 2021, USDA. See also a KUER story by Lexi Peery, dated 25 May 2022 titled “Utah taps into federal ‘Internet for All’ initiative to boost rural broadband.”

## Applying for a Conditional Use Permit in San Juan County

The term "conditional use permit" refers to a land use which would not be permitted under normal regulations of a zoning district, however, the proposed use may be acceptable within the zoning district if development of the use complies with special conditions provided by the Planning Commission. Specified conditions associated with a conditional use permit (CUP) may only be amended by the Planning Commission. The conditional use permit is revocable by the County if any of the conditions are violated or not met with certain time frames.

### **Overview:**

Conditional use permit applications are reviewed by the Planning Commission and San Juan County staff to determine compliance with the following county code:

### **Chapter 6, 6-4. Determination**

The Planning Commission, or upon authorization, the Zoning Administrator, shall approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this Ordinance. In authorizing any conditional use the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare. The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

### **Submittal Deadline:**

Application for a conditional use permit must be submitted to the San Juan County Planning and Zoning Department, 117 S. Main Street, Monticello by 10:00 a.m. at least three (3) weeks prior to the intended date the application is to be considered

by the Planning Commission. Incomplete applications may delay processing of the application and subsequent scheduling of public hearings.

### Meeting Dates:

Who? San Juan Planning and Zoning Commission  
 When? 2nd Thursday of each month at 7:00 p.m.  
 Where? San Juan County Administration Building, Room 200 - Old  
 Commission Chambers, 117 South Main Street, Monticello, Utah.

### Application Fee (non-refundable)

☐ Conditional Use Permit: See Fee Schedule

### Application Process:

**Step 1. Contact the Planning and Zoning Department Staff.** Meet informally with a member of the Planning and Zoning Department staff to discuss your proposal and review the issues, procedures and fees associated with the application.

**Step 2. Submit Application:** For all conditional use permit applications please submit the following:

- ☒ Completed Conditional Use application form.
- ☒ Property Owner's Affidavit (i.e. a written statement made before a notary). For your convenience, an affidavit has been provided on the back of the application form.
- ☒ If the property owner is to be represented by an "agent" during meetings with the County, please complete and submit the Agent Authorization form (also provided on the back of the application form).
- ☐ Payment of application fee.
- ☒ Three (3) copies of a legible site plan proposal. The site plan should include the following information:
  - ☒ Include the project name and exact street address, if possible.
  - ☒ Accurate dimensions of the subject property, drawn to scale (i.e. 1"=10', 1"=30', etc.) with north arrow and date of drawing. Sheet size should be a minimum of 18"x24".
  - ☒ Property lines, adjoining streets or roads, right-of-ways, waterways, easements, etc. with dimensions.

- ✓ Location and dimension of existing and proposed buildings, entries and exits, driveways, parking areas, landscape areas, sidewalks, retaining walls, fences, exterior lighting, etc.
- ✓ Location of existing property features such as streets and roads, canals, ditches waterways, hillsides, wetlands, flood plain, etc.
- N/A Three (3) copies of floor plans. Include both existing and proposed floor plans. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the plans.
- ✓ Three (3) copies of building elevations. These must be dimensioned to show an accurate representation of the proposed building. Provide a summary of the type of building materials which will be used for all structures. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the elevation.
- ✓ Submit (1) copy of reduced 8 1/2 x 11 inch copy of all development plans.

**\*All plans submitted with the application will not be returned to the applicant and are the property of San Juan County**

**Step 3. Attend the Planning Commission Meeting.** The applicant will be sent a copy of the Planning Commission agenda and staff recommendation in advance of the meeting date. Information on the agenda will give the date, time and place of the meeting. The applicant or an authorized representative must be in attendance at the meeting. If no applicant is present, the Planning Commission will move on to the next agenda item. It will be up to the applicant to reschedule another hearing date. The applicant should be prepared to present the proposal in detail and answer questions from the Planning Commission members and other interested parties. An application may be "tabled" or "continued" if the Planning Commission needs additional information or time to consider the application. Otherwise, the Planning Commission will make a motion to approve or deny the request.

#### **Appeal of Planning Commission Decision:**

Anyone aggrieved with a decision of the Planning Commission may appeal the decision to the Board of County Commissioners. The appellant may be applicant, neighboring property owner, an effected resident, or even the County itself. Appeals must be in writing and received by the County Administrator within thirty (30) days of the

Planning Commission decision. Appeal requests must contain all documents and must state the reason(s) for the appeal. Payment of a fee is required at the time of filing.

**Conditional Use Permit Issuance:**

Following the approval of the conditional use permit by the Planning Commission, the permit will be issued in a letter to the applicant. The letter will state with specificity the conditions of the permit approval. This document should be retained in the records of the property owner or applicant. All conditions outlined in the permit must be maintained in order for the permit to remain valid and in effect.

**Expiration of Conditional Use Permit:**

Approval of the conditional use permit application by the Planning Commission will expire one (1) year after the date of approval unless there has been substantial action on the CUP (i.e. obtained a building permit) by the applicant. The Planning Commission may grant one extension up to six (6) months, when it is deemed in the public interest.



# SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ New Construction      ☐ Land Use Change  
☐ Addition      ☐ Appeal

Subject Property Location or Address: NW Sec 13, T36S, R22E. Radio Hill Road, Blanding, UT  
84088

## Parcel Identification

Number: 36S22E132400

Parcel Area: 81 Acres

Current Use: Outdoor Recreation

Floor Area:  $\frac{40' \times 45 (1,800 \text{ sq. ft})}{\text{VZW Site Area}}$

Zoning Classification: A-1: Agricultural

Applicant

Name: Verizon Wireless (Agent: Troy Benson)

## Mailing

Address: 136 South Main Street, Suite 400

City, State,

ZIP: Salt Lake City, UT 84101

Daytime Phone #: (801) 608-7042

Fax#:

Email Address: troy.benson@taec.net

Business Name (If applicable): Technology Associates EC.

Property Owner's Name (If different): Jerry Holliday and Joey Holliday, husband and wife, as joint tenants

Property Owner's Mailing Address: 700 East Browns Canyon Road

City, State, ZIP: Blanding, UT 84511

Daytime Phone #: (435) 979-5351

Fax#:

Describe your request in detail (use additional page(s) if necessary): Verizon Wireless communication facility. 150' tall lattice tower within a 40' x 45' site area. (See Zoning Narrative)

Authorized Signature:

Troy

Date: 9/15/23

### Property Owner's Affidavit

I (we) Jerry Holliday and Joey Holliday, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

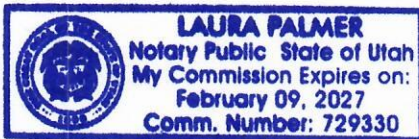
Owner's Signature

State of Utah )

County of San Juan )

Owner's Signature (co-owner if any)

Subscribed and sworn to before me this 12 day of September, 2023.



Notary Public

Residing in Blanding, Utah

My Commission expires: 02/09/2027

### Agent Authorization

I (we) Jerry Holliday and Joey Holliday, the owner(s) of the  
real property located at NW Sec 13, T36S, R22E, Blanding, UT 84088

in San Juan County, Utah, do hereby appoint Troy Benson,  
as my (our) agent to represent me (us) with regard to this application affecting the above  
described real property, and authorize Troy Benson,  
to appear before any County board or commission considering this application.

Joey Holliday  
Owner's Signature

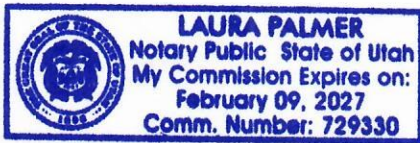
\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah )

:

County of San Juan )

On the 12 day of September, 2023, personally appeared before me  
Joey Holliday the signer(s) of the  
above *Agent Authorization* who duly acknowledge to me that they executed the same.



Laura Palmer  
Notary Public  
Residing in Blanding, Utah  
My Commission expires: 02/09/2027

September 15, 2023

San Juan County Planning and Zoning

Re: Verizon Wireless Communication Facility – UT6 Bulldog

### Zoning Narrative

To improve coverage and network capacity in the Blanding area, Verizon Wireless is proposing to construct a wireless communication facility off of Radio Hill Road. The facility will include a 150' tall lattice tower, (2) 7'-6" tall equipment cabinets and (1) 7'-3" tall backup diesel generator. The equipment cabinets and generator will be placed on a 12'-8" x 14' x 6" thick concrete slab. A 10' tall metal canopy will cover the equipment cabinets. The 40' x 45' site area will be surrounded by a 6' tall chain-link fence with barbed wire. At the 146' tower level, Verizon will install 8' tall antennas (4 per sector, 12 total), (12) remote radio heads and (2) overvoltage protection boxes. A 6' tall lightning rod will be attached to the top of the tower.

Troy Benson

**Technology Associates EC INC.**

Project Manager | [troy.benson@taec.net](mailto:troy.benson@taec.net) | 801-608-7042  
136 South Main Street, Suite 400 | Salt Lake City | UT 84101

October 31, 2023

Mack McDonald  
117 South Main  
Monticello, UT 84535

Re: UT6 Bulldog – Conditional Use Permit for a Wireless Communication Facility  
Verizon Site ID: UT6 Bulldog / Radio Hill road, Blanding, UT 84088

Mack McDonald:

Below are responses to the questions San Juan County has for the Conditional Use Permit application to construct a new Verizon Wireless communication facility.

Currently, Verizon Wireless doesn't have a signed Lease Agreement with the property owner. Verizon will sign a Lease Agreement with the property owner, once zoning approval is received and there is a high probability the project will be constructed. The property owner has signed a Right of Entry, which allows Verizon Wireless to access the property to complete their due diligence for the project. The property owner has also signed/notarized a Property Owner's Affidavit and Agent Authorizations Letter, authorizing me to submit the Conditional Use Application to the County. All referenced documents are included in this response.

The 150' tall communication tower is intended to fill a coverage gap on Highway 191 between Blanding and Monticello.

There are numerous reasons why the deployment of wireless facilities and maintenance of wireless service is vital:

- Emergency Services: Emergency service responders use wireless services to respond to 911 calls, to locate residences through GPS systems, to utilize medical equipment, and to provide other critical emergency responses. In addition, wireless services are critical to allow citizens to place e-911 calls because of the rising number of all wireless households.

- Telemedicine: Telemedicine has started to replace in-office patient visits. Wireless services allow both citizens and medical professionals to use telemedicine apps. While these services became ubiquitous in the COVID-19 pandemic, they are also crucial for providing access to medical services to individuals who, for reasons of disability or disadvantage, may not be able to obtain prompt access to in-person health services. A well-connected community is also a healthier community.
- Online Schooling and Remote Work Environments: Wireless broadband is the new essential school supply. Schools and higher education facilities that utilized and will continue to utilize remote learning, requiring students to use wireless services to engage and participate in their virtual classrooms. Employers have allowed employees to continue to work remotely or hybrid schedules from home. Online schooling and remote work environments require apps such as Zoom, Microsoft Teams, WebEx, Google Meet, and Classroom, which all rely on wireless services. Connectivity for both individuals and at home businesses is critical as the current global crisis has changed the way we live, work, and play. The improved service provided by the facility to Verizon Wireless's network will provide beneficial impacts to the residents, businesses, and future uses in the area.
- Economic Opportunity. With the ubiquity of mobile devices, consumers are ever more dependent on their ability to search online for restaurants, recreation, and sightseeing opportunities, and rely on phones equipped with GPS and mapping technology to get them where they want to go.

There is not currently a known impact the proposed wireless communication facility would impose upon endangered species, migratory birds, national historic site, or Native American/Tribal Lands. Prior to construction of the site, the project will go through a Regulatory screening process to make sure any potential impacts are addressed. Verizon will comply with all applicable federal regulations. The Regulatory screening process takes around 6 months to complete and Verizon does not start the process until after zoning approval is received.

For the site to achieve its coverage objective, a Verizon Wireless radio frequency engineer provided a search ring, with a radius close to one mile. The proposed site location is very close to the center of the search ring and is an excellent location for the site to meet Verizon's coverage goal.

The site will need to be visited by a technician approximately once per month, for routine site maintenance. A standard work truck will be needed for these visits. Roughly every 2 to 3 years Verizon will upgrade their equipment/antennas on the tower. This work will likely require a manlift or crane. The maintenance and upgrades the site will need will produce little noise and they will create little traffic or safety concerns.



Verizon will obtain all required licenses and permits from the necessary agencies, prior to beginning construction of the site. Currently, Verizon doesn't have any permits or licenses to provide. Verizon Wireless understands that no commercial, advertising, or signage will be allowed on the tower – unless separately approved by San Juan County. The facility will only have a site identification sign and signs required by the FCC and other government entities.

The lattice tower will not have any climbing pegs. Access ladders will only be on site during site maintenance. The tower will be surrounded by a 6' tall chain-link fence with barbed wire to prevent unauthorized access.

The tower will not encroach upon or block vehicular or pedestrian access. There is a path leading to the proposed site location and the path will continue around the facility. No portion of the path will be obstructed.

A structural and mount analysis will be completed by an engineer licensed in the state of Utah, to demonstrate that the tower, antennas and antenna mounts will withstand the high wind forces common in San Juan County.

The wireless communication facility will not have any accessory buildings. Verizon plans to install (2) 7'-6" tall equipment cabinets and a 7'-3" diesel generator, upon a 12'-8" x 14' x 6" thick concrete slab, with a canopy covering the cabinets.

The antenna and support structures will be grounded in accordance with the National Electrical Code.

As to my knowledge, there will not be any federal or state funding supporting the project and the project will be funded entirely by Verizon Wireless.

Best,



Troy Benson

**Technology Associates EC INC.**

Project Manager | [troy.benson@taec.net](mailto:troy.benson@taec.net) | (801) 608-7042

136 South Main Street, Suite 400 | Salt Lake | Utah 8410

Project Name: UT6 Bulldog

RIGHT OF ENTRY

The undersigned is the owner ("Owner") of the properties, premises or easement (the "Property") described as follows: 2388 North Radio Hill Road, Blanding, UT 84511: Parcel#: 36S22E132400.

Consent. The Owner does hereby grant permission to Cellco Partnership d/b/a Verizon Wireless and its agents, employees, consultants and representatives (herein individually and collectively referred to as "Verizon Wireless"), for a period of one hundred and eighty (180) days from the date of this consent, to enter onto the Property and contiguous property owned or controlled by the Owner for the purpose of performing an inspection of the Property, including surveys, a structural strength analysis, subsurface boring tests, an environmental site assessment, collection of soils and groundwater samples, and any other activities as Verizon Wireless may deem necessary, at the sole cost of Verizon Wireless. In addition, Verizon Wireless may remove samples of the soil from the Property. The Owner shall not be responsible for the actions of Verizon Wireless's employees or contractors while they are on the property.

Authority. The individual executing this consent on behalf of the Owner represents to Verizon Wireless that such individual is authorized to do so be requisite action of the Owner.

OWNER: Jerry Holliday and Joey Holliday, husband and wife, as joint tenants

By: Joey Holliday  
Its: owner

Date: March 7, 2023



### Property Owner's Affidavit

I (we) Jerry Holliday and Joey Holliday, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

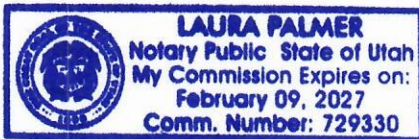
Joey Holliday  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah )

County of San Juan )

Subscribed and sworn to before me this 12 day of September, 2023.



Laura Palmer  
Notary Public  
Residing in Blanding, Utah  
My Commission expires: 02/09/2027

**Agent Authorization**

I (we) Jerry Holliday and Joey Holliday, the owner(s) of the  
real property located at NW Sec 13, T36S, R22E, Blanding, UT 84088

in San Juan County, Utah, do hereby appoint Troy Benson,  
as my (our) agent to represent me (us) with regard to this application affecting the above  
described real property, and authorize Troy Benson,  
to appear before any County board or commission considering this application.

Joey Holliday  
Owner's Signature

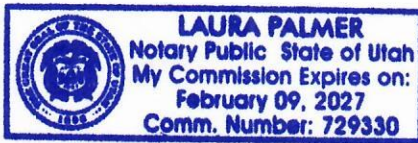
\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah )

:

County of San Juan )

On the 12 day of September, 2023, personally appeared before me  
Joey Holliday the signer(s) of the  
above *Agent Authorization* who duly acknowledge to me that they executed the same.



Laura Palmer  
Notary Public  
Residing in Blanding, Utah  
My Commission expires: 02/09/2027







ASAC INFORMATION SHEET 91:003INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

ACCURACY CODES:

<u>HORIZONTAL</u>		<u>VERTICAL</u>	
<u>Code</u>	<u>Tolerance</u>	<u>Code</u>	<u>Tolerance</u>
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
4	+/- 250 ft	D	+/- 50 ft
5	+/- 500 ft	E	+/- 125 ft
6	+/- 1000 ft	F	+/- 250 ft
7	+/- 1/2 NM	G	+/- 500 ft
8	+/- 1 NM	H	+/- 1000 ft
9	Unknown	I	Unknown

Date: JULY 12, 2023

Re: UT6 - BULLDOG

NW 1/4 OF SECTION 13, TOWNSHIP 36 SOUTH, RANGE 22 EAST, SALT LAKE MERIDIAN

I certify that the latitude of N 37°39'34.68", and the longitude of W 109°27'17.46", are accurate to within 15 feet horizontally and the site elevation of 6354 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:

1-A FAA Letter

Jerry Fletcher, Utah LS no. 6436064



**verizon**  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088

**Technology Associates**

**UTAH MARKET OFFICE**  
136 SOUTH MAIN STREET, SUITE 400  
SALT LAKE CITY, UTAH 84101

**CORPORATE OFFICE**  
3129 TIGER RUN COURT, SUITE #206  
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: TROY B

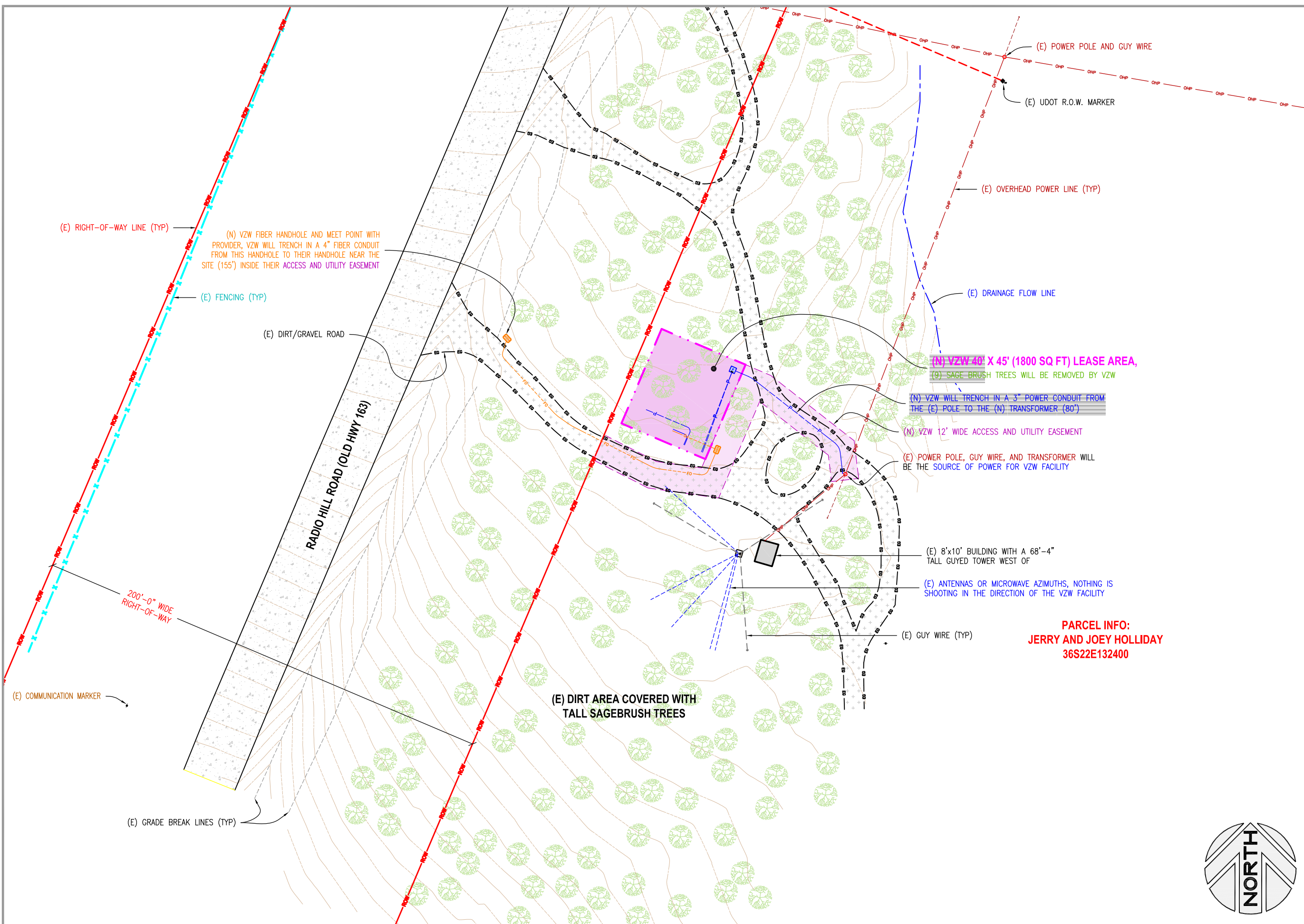
0	07.12.2023	ZONING DRAWINGS
REV	DATE	DESCRIPTION

**UT6 - BULLDOG**  
NW SEC 13, T36S, R22E  
RADIO HILL ROAD  
BLANDING, UTAH 84088  
-- RAWLAND SITE --

SHEET TITLE  
**OVERALL SITE PLAN**

SHEET NUMBER

**C100**





9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088



UTAH MARKET OFFICE  
136 SOUTH MAIN STREET, SUITE 400  
SALT LAKE CITY, UTAH 84101

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DRAWN BY: JAY C  
CHECKED BY: TROY B

0	07.12.2023	ZONING DRAWINGS
REV	DATE	DESCRIPTION

UT6 - BULLDOG  
NW SEC 13, T36S, R22E  
RADIO HILL ROAD  
BLANDING, UTAH 84088  
-- RAWLAND SITE --

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER

C101

### KEYED NOTES

1 VZW WILL INSTALL (2) EQUIPMENT CABINETS (7'-6"t), AND A SD040 DIESEL GENERATOR (7'-3"t) UPON A 12'-8" X 14' X 6" THICK 4000psi CONCRETE SLAB WITH CANOPY. SEE C301/1 FOR EQUIPMENT LAYOUT AND S100 FOR THE CONCRETE SLAB DETAILS. THE CONTRACTOR WILL NEED TO COORDINATE AND INSTALL ANY REQ'D CONDUITS (POWER AND FIBER, TO AND FROM UTILITY RACK) AND INSTALL THE UTILITY RACK POSTS AND FOUNDATIONS PRIOR TO THE POURING OF THE PAD. CABINETS ARE TO BE ANCHORED TO THE PAD PER VZW REQUIREMENTS, SEE C301/2.

2 VZW ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG, SEE C300/1, C300/3, AND E200.

3 VZW UTILITY RACK, SEE C301/3.

4 VZW TO FINISH THE SITE WITH 4" OF 3/4" CLEAN WASHED CRUSHED ROCK WITH NO FINES, SEE C300/2 AND 'SITE WORK NOTES' ON C303.

5 VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/1.

6 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE, SEE C302/2.

7 VZW 150' STEEL LATTICE TOWER WITH A 17' LEG SPREAD AND A 26' X 26' UNDERGROUND CONCRETE FOUNDATION. SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS, CONTRACTOR TO VERIFY SIZE PRIOR TO CONSTRUCTION.

8 VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 146' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.

9 VZW CONTRACTOR TO INSTALL (2) 4'Ø MICROWAVE DISHES (HEIGHT AND AZIMUTH TBD AT A LATER DATE).

10 RMP TO INSTALL A NEW TRANSFORMER AT THIS LOCATION, AND THE VZW CONTRACTOR WILL BE REQUIRED TO INSTALL (2) 3" CONDUITS FROM THE TRANSFORMER TO THE UTILITY RACK.

(N) VZW WILL TRENCH IN A 3" POWER CONDUIT FROM THE (E) POLE TO THE (N) TRANSFORMER (80')

(N) VZW 12' WIDE ACCESS AND UTILITY EASEMENT

(N) VZW FIBER HANDHOLE

(N) VZW WILL TRENCH IN A 4" FIBER CONDUIT FROM THIS HANDHOLE TO THEIR HANDHOLE NEAR RADIO HILL ROAD (155') INSIDE THEIR ACCESS AND UTILITY EASEMENT



- ## KEYED NOTES

- 1** VZW WILL INSTALL (2) EQUIPMENT CABINETS (7'-6"t), AND A SD040 DIESEL GENERATOR (7'-3"t) UPON A 12'-8" X 14' X 6" THICK 4000psi CONCRETE SLAB WITH CANOPY.

- 2 VZW 6' TALL CHAINLINK FENCING WITH BARBED WIRE, SEE C302/1.

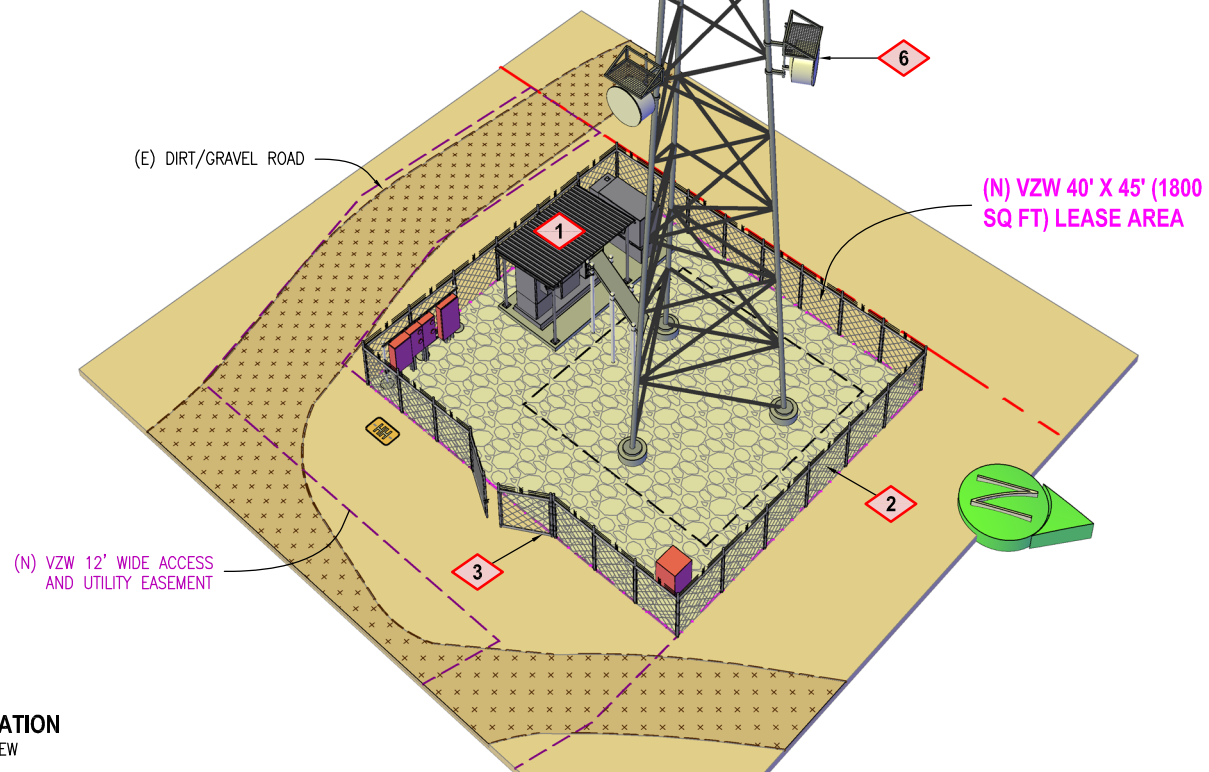
- 3 VZW 12' WIDE SITE ACCESS, (2) 6' WIDE CHAINLINK GATES WITH BARBED WIRE, SEE C302/2.

- 4** VZW 150' STEEL LATTICE TOWER WITH A 17' LEG SPREAD AND A 26' X 26' UNDERGROUND CONCRETE FOUNDATION. SEE TOWER MANUFACTURER DRAWINGS FOR DESIGN AND SPECIFICATIONS, CONTRACTOR TO VERIFY SIZE PRIOR TO CONSTRUCTION.

- 5** VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 146' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.

- 6** VZW CONTRACTOR TO INSTALL (2) 4'Ø MICROWAVE DISHES (HEIGHT AND AZIMUTH TBD AT A LATER DATE).

- 7 VZW CONTRACTOR TO INSTALL THE 6' TALL LIGHTNING ROD AS SUPPLIED BY TOWER MANUFACTURER.



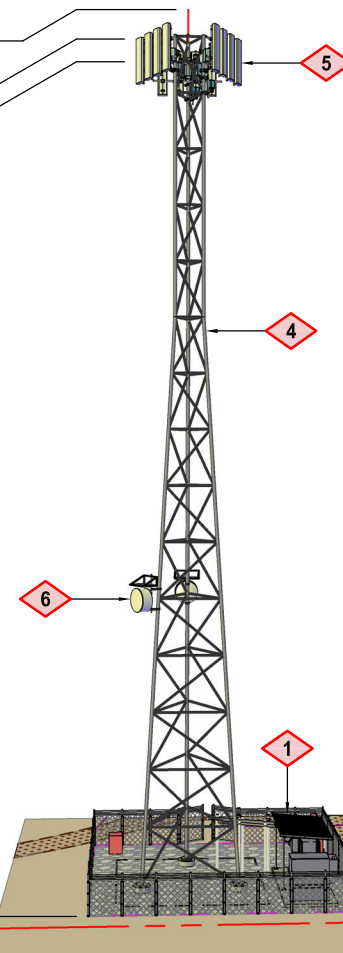
### SITE ELEVATION

SOUTHWEST VIEW

TOP OF LIGHTNING ROD AND  
OVERALL HEIGHT IS 156'-0"

TOP OF LATTICE TOWER AND  
ANTENNAS IS 150'-0"

CENTERLINE OF VZW  
ANTENNAS IS 146'-0"

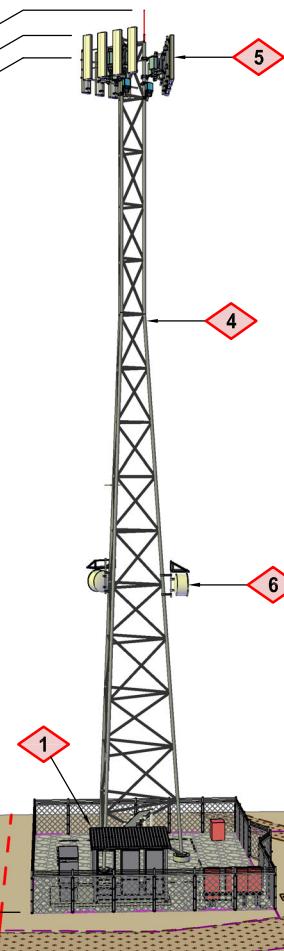


**SITE ELEVATION**  
LOOKING EAST

TOP OF LIGHTNING ROD AND  
OVERALL HEIGHT IS 156'-0"

TOP OF LATTICE TOWER AND  
ANTENNAS IS 150'-0"

CENTERLINE OF VZW  
ANTENNAS IS 146'-0"



**SITE ELEVATION**  
LOOKING NORTH

**verizon** ✓  
9656 SOUTH PROSPERITY ROAD  
WEST JORDAN, UTAH 84088

Technology  Associates

**UTAH MARKET OFFICE**  
136 SOUTH MAIN STREET, SUITE 400  
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**CORPORATE OFFICE**  
3129 TIGER RUN COURT, SUITE #206  
CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: TROY B

[illegible]

UT6 - BULLDOG  
NW SEC 13, T36S, R22E  
RADIO HILL ROAD  
BLANDING, UTAH 84088  
- RAWLAND SITE -

SHEET TITLE

**SITE ELEVATIONS**

SHEET NUMBER

# C200

Item 4.





## STAFF REPORT

**MEETING DATE:** November 9, 2023

**ITEM TITLE, PRESENTER:** Consideration and Approval of a Conditional Use Application for a Telecommunications Tower to be located at 4326 East Sunny Acres Lane, Tower Development.

**RECOMMENDATION:** Make a motion determining that this is an allowable use in the Spanish Valley Highway Commercial District and approving the Conditional Use using the Findings and Conditions after finding substantial evidence described in the Conditional Use Permit Document created by Staff

Make a motion denying the Conditional Use based on findings of fact described Make a motion denying the Conditional Use Permit due to the following reasons: (Statement of Findings for Substantial Evidence)

### SUMMARY

The County has received a request from Tierney Rowe, Vice President Tower Development to consider a 125-foot Telecommunications Tower to be placed in Spanish Valley located in the Highway Commercial Zone close to Highway 191 and Sunny Acres on Parcel 26S22E3454126 behind an existing residential use property within this zone.

The proposed tower is in the Spanish Valley Highway Commercial (HC) District.

The Spanish Valley Development Ordinances (adopted 19 November 2019) established the Highway Commercial (HC) District where the proposed tower is located. Chapter 6: Spanish Valley Highway Commercial (HC) District governs land uses in the HC District. Chapter 6 includes a list of “typical permitted uses.” A telecommunications tower is not listed among the HC District typical permitted uses. However, Chapter 6 states: “The list is not exclusive. Any use not specifically listed but determined by the Planning Commission to be similar in purpose, intent or use shall be permitted.”

Staff has worked with our Attorneys and established an entire Conditional Use Permit report for this project which includes possible Findings to discuss and potential Conditions to be approved. See the attached “Conditional Use Permit for Telecommunications Tower at R22 East Radio Road” for review.

## SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> New Construction<br><input type="checkbox"/> Addition | <input type="checkbox"/> Land Use Change<br><input type="checkbox"/> Appeal |
|---|---|

Subject Property Location or Address: 4326 E. Sunny Acres Lane, Spanish Valley, UT 84532

Parcel Identification

Number: 26S22E354204

Parcel Area: .88 Acres

Current Use: Residential & Horse Corral

Floor Area: 1,386 sf - Existing House

Zoning Classification: Highway Commercial (HC)

Applicant

Name: Tierney Rowe on behalf of Infra Towers, LLC

Mailing

Address: 1800 Diagonal Road, Suite 600

City, State,

ZIP: Alexandria, VA 22314

Daytime Phone #: 801-597-4516

Fax#: N/A

Email Address: tierney.rowe@infraholdingsllc.com

Business Name (If applicable): Infra Towers, LLC

Property Owner's Name (If different): Kolleen Conger

Property Owner's Mailing Address: 4326 E Sunny Acres Lane

City, State, ZIP: Spanish Valley, UT 84532

Daytime Phone #: 801-230-2248

Fax#: N/A

Describe your request in detail (use additional page(s) if necessary):

Request to build a 125' multi-tenant monopole within a 50' X 50' (2,500 sf) fenced compound,  
to provide necessary wireless infrastructure in Spanish Valley to improve wireless service in the  
surrounding area.

Authorized Signature: Tierney Rowe

Date: 10/19/23

### Agent Authorization

I (we) Kolleen Conger, the owner(s) of the  
real property located at 4326 E Sunny Acres Lane, Spanish Valley, UT 84532, Parcel #26S22E354204

in San Juan County, Utah, do hereby appoint Infra Towers, LLC,  
as my (our) agent to represent me (us) with regard to this application affecting the above  
described real property, and authorize Tierney Rowe,  
to appear before any County board or commission considering this application.

Kolleen Conger

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah )

County of Grand :  
San Juan )

On the 19th day of October, 2023, personally appeared before me  
Kolleen Conger the signer(s) of the  
above Agent Authorization who duly acknowledge to me that they executed the same.



[Signature]  
Notary Public

Residing in San Juan County

My Commission expires: June 9, 2027

### Property Owner's Affidavit

I (we) Kolleen Conger, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Kolleen Conger

Owner's Signature

Owner's Signature (co-owner if any)

State of Utah )

County of Grand )  
San Juan

Subscribed and sworn to before me this 19<sup>th</sup> day of October, 2023.



Kurt D Gregory  
 Notary Public

Residing in San Juan County  
 My Commission expires: June 9, 2027



November 2, 2023

San Juan County  
Attn: Mack McDonald  
117 South Main  
Monticello, UT 84535

Re: Proposed Telecommunications Tower – UT109 Spanish Valley

Dear Mr. McDonald:

Infra Towers, LLC (“Infra”) develops, owns, and operates wireless infrastructure facilities. Verizon Wireless (“Verizon”) is a wireless service provider working to improve coverage in and around Spanish Valley. These improvements target areas with significant gaps in service. Infra and Verizon are working together to build wireless facilities that will provide coverage solutions to currently underserved areas.

Due to growing reliance on wireless communications and increased data demand, wireless infrastructure has become essential to providing reliable service. As part of Infra’s efforts to facilitate coverage solutions in Spanish Valley for Verizon and other wireless service providers, construction of a 125-foot monopole (125-foot monopole with 5-foot lightning rod) on parcel 26S22E354204, is proposed. The proposed telecommunications tower and facility will fill a significant existing gap in service.

Pursuant to your request, this letter addresses questions posed by the County for the Conditional Use Permit required for the proposed tower and facility. Infra’s responses are detailed below and supporting documents are enclosed.

1. *Provide the lease agreement between the tower owner/operator and the landowner.*

Enclosed.

2. *San Juan County has adopted the International Building Code and related construction standards. Will the construction of the tower comply with the National Electrical Code and International Building Code, including Section 3108? That ICB section refers to the Telecommunications Industry Association 222 (Standards for Tower and Antenna Supporting Structures ). Does the applicant intend to comply with TIA 222?*

As noted on T-1 of the submitted construction drawings, under the section Code Compliance, Infra Towers, LLC will perform work in accordance with all current editions of relevant codes for local, state, and federal authorities. These include the latest editions of the International Building Code, National Electric Code, and ANSI/TIA/EIA-222.

3. *Provide San Juan County your analysis of the gap in coverage which will be addressed by the proposed telecommunications tower.*

**INFRA TOWERS, LLC**

1800 Diagonal Road • Suite 600 • Alexandria, VA 22314 • (571) 366-1720



Enclosed. The propagation analysis provided by TeleMtn Engineering indicates the gap in service in the vicinity of the proposed site. The analysis also details that none of the existing towers within 7 miles of the proposed site can resolve the existing gap in service to any significant degree. Therefore, the proposed tower is necessary to provide the needed service.

4. *Explain how the project will enhance commercial development in San Juan County, and benefit health care and education. If known, how might County fire and law enforcement services be enhanced? How might disaster response be benefited?*

More than 71.7% of American homes no longer use traditional landline telephone service and instead choose to be wireless only.<sup>1</sup> In Utah, 72.8% of homes choose to be wireless-only households.<sup>2</sup>

For residents, enhanced indoor coverage will allow for greater capabilities for remote work, connection to digital educational platforms for students and teachers, streaming entertainment, accessibility to telehealth providers and emergency responders, etc.

For healthcare providers, reliable wireless service allows them to offer telehealth services and provides clinicians with access to continuous, real-time information and analysis. This improves their ability to optimize decision-making, improves patient outcomes, and reduces costs.

In terms of economic development, digital connectivity has been shown to increase productivity and innovation in firms and workers, allowing them access to internet-based technologies and allowing buyers/sellers to drive e-commerce by creating access to more consumers.

Finally, all wireless service providers give E-911 calls priority over any public demand calls, and a fast, reliable connection reduces emergency response time and allows for better caller location accuracy. This is imperative as the number of wireless only households continues to grow.

5. *Federal law requires consultation in cases where proposed towers may impact endangered species, migratory birds, national historic sites, or impact Native American/Tribal lands. Does this project affect or involve any of these interests? If so, what actions have been taken (or will be taken) to comply with federal law or regulation? Provide all analysis – you have prepared - to determine which federal regulations may apply to the proposed tower and any regulation which the applicant determined requires notification or compliance. Which federal regulations does the applicant anticipate will be applicable to the proposed tower? Explain how the applicant will comply with the applicable federal regulations.*

<sup>1</sup> "Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, July – December 2022," U.S. DHIS, CDC National Center for Health Statistics.

<sup>2</sup> CDC Wireless Substitution: State-Level Estimates from the National Health Interview Survey (Released December 2022)



Infra Towers, LLC will comply with all local, state, and federal laws governing wireless communication facilities. An airspace analysis was conducted and provided that concludes no additional consultation is necessary with the FAA or FCC for the proposed tower.

In addition, all new wireless communication facilities are required to go through the National Environmental Policy Act screening, prior to construction, to determine whether the proposed action (construction) will have a significant environmental effect. The screening reviews impacts to wilderness areas, wildlife preserves, endangered species or designated critical habitats, historic places, Indian religious sites, floodplains, and wetlands.

The screening process takes, on average, 120 days. While we have initiated screening through our environmental consultants, the report is not yet complete. Infra Towers, LLC will not start construction of the proposed tower without a completed NEPA report indicating the facility will not result in a significant environmental effect.

6. *If available, provide engineering or other studies/analysis which support the requested height and location of the proposed tower.*

Enclosed. Please refer to the cover letter and report completed by TeleMtn Engineering.

7. *Describe the anticipated maintenance needs for the facility, including frequency of service, personnel, equipment needs, and traffic noise or safety impacts of maintenance activity.*

Preventative Maintenance – Traffic will consist of wireless technician maintenance personnel visiting the site approximately twice per month. This work is performed on the ground and technicians typically drive a truck or SUV to carry their maintenance measuring equipment.

Antenna/Feedline Repairs – If ground measurements indicate an antenna or feedline coaxial cable fault, which happens infrequently, a boom truck may be required to facilitate technician access to the antennas or cables.

The ground space will be maintained by Infra Towers, LLC, as frequently as needed, to keep it clear of weeds and easily accessible by maintenance technicians. There will be no distinguishable impact to existing traffic patterns or infrastructure, noise levels, or safety impacts created by the periodic maintenance anticipated for the proposed tower and facility.

8. *Provide copies of all licenses and permits required by other agencies with jurisdiction over the design, construction, location, and operation of the antenna.*

The antenna manufacturers are required to provide the wireless carriers with certification of FCC compliance related to radio frequency emissions. Typically, this is in the form of a written statement by the manufacturer. Verizon Wireless has not finalized their equipment configuration for this site, but once complete, they can provide certification from the relevant manufacturers and FCC licenses for the frequencies deployed.

**INFRA TOWERS, LLC**

1800 Diagonal Road • Suite 600 • Alexandria, VA 22314 • (571) 366-1720



Excluding the federal regulatory processes as outlined in question #5, relevant permits approving design and construction will be issued by San Juan County.

9. *Does the applicant understand and accept that no commercial, advertising, or signage will be allowed on the tower – unless separately approved by San Juan County?*

Yes, though we do intend to install site identification and safety signage. Sheet C-11 of the provided construction drawings details the signage proposed and I've enclosed representation of standard signage placement.

10. *Explain how climbing pegs or access ladders will be removed from the lower portions of the tower.*

We specify to the tower manufacturer the height at which we want the climbing pegs to start.

11. *Is it anticipated the tower will encroach upon or block vehicular access?*

No; the proposed tower is in the rear of the parent parcel. Infra Towers, LLC has a non-exclusive 20' wide access/utility easement which will accommodate ingress/egress to the proposed tower and facility.

12. *Explain how the antennas will be mounted with such standards they and the tower can easily withstand the high wind forces common in Spanish Valley.*

Tower and antenna mount design are governed by the EIA/TIA-222 structural standards for steel antenna towers and antenna supporting structures. The site location determines the required design wind speeds, structure class, exposure, and topographical categories.

Designs for both the tower and mounts are certified by structural engineers to meet structural standards specific to the region.

13. *Will there be accessory buildings?*

In this region, wireless carriers typically install their equipment on concrete pads, within our lease area. Please see sheet C-6B in the construction drawings for Verizon equipment detail.

14. *Will the antenna and support structures be grounded in accordance with the National Electrical Code?*

Yes, our statement of compliance is noted on page T-1 of the construction drawings and the proposed grounding detail is shown on pages G-1 to G-5.





15. *Will there be federal or state funding to support this project?*

No.

16. *Provide any needs assessment, planning documents, or preliminary analysis associated with the project.*

At this time, the relevant documents have been provided or are enclosed. As development progresses, additional documents will be produced that will be pertinent to construction and the building permit (geotechnical report, structural drawings for the tower and foundation, etc.).

Infra Towers, LLC will affirmatively protect public health, safety, and welfare by providing wireless services to a currently underserved area, positively impacting area residents, businesses, first responders, and anyone seeking to access this technology from roadways or public spaces in the area.

Sincerely,

A handwritten signature in black ink that reads "Tierney Rowe". The signature is written in a cursive, flowing style.

Tierney Rowe

Vice President Tower Development

Enclosures

**SITE NO.:** UT109  
**SITE NAME:** Spanish Valley  
**LESSOR:** Kolleen Conger

### **OPTION AND GROUND LEASE AGREEMENT**

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this fourteenth (14th) day of April, 2023 (the "Effective Date") by and between **KOLLEEN CONGER**, an individual ("LESSOR") and **INFRA TOWERS, LLC**, a Delaware limited liability company, ("LESSEE"). LESSOR and LESSEE are individually referred to herein as a "Party" and collectively as the "Parties."

#### **Recitals**

- A. WHEREAS, LESSOR is the owner of certain real property located at 4326 Sunny Acres Lane, Moab, San Juan County, State of Utah bearing Tax Parcel ID 26S22E354204, a legal description of which is set forth in **Exhibit "A"** hereto (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

#### **Agreement**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

**1. Option to Lease.** (a) In consideration of the payment of [REDACTED] (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for two (2) additional twelve (12) month periods (each, an "Extension Period") by giving written notice to LESSOR prior to the end of the then-current Option Period, which notice shall be accompanied by an additional option fee payment of [REDACTED] (the "Additional Option Fee"). As used herein, "Option Period" means the Initial Option Period and any applicable Extension Period(s).

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

**2. Premises.** Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement (the "Leased Premises") and depicted on the site plan/drawing attached hereto and incorporated herein as **Exhibit "B"** (the "Site Plan"). The Leased Premises is comprised of approximately Two Thousand Five Hundred (2,500) square feet of ground space. If, as a result of the conditions placed upon the issuance of the Governmental Approvals (as defined in Section 3(b) below) required for the construction and/or operation of the Telecommunications Facilities, it is necessary to modify the dimension and/or location of the Leased Premises and/or the configuration of the Site Plan (the "Leased Premises/Site Plan Changes"), LESSEE shall promptly so notify LESSOR in writing and the Parties will promptly execute an amendment to this Agreement to reflect the Leased Premises/Site Plan Changes.

**3. Permitted Use.** (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use").

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3.

(c) LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense for reasonable out-of-pocket costs actually incurred by LESSOR, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations; including, but not limited to, the execution and delivery of an owner's affidavit of title and related documents reasonably satisfactory to LESSEE's title insurer.

(d) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

**4. Term.** (a) The initial term of this Agreement ("Initial Term") shall be ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for nine (9) additional five (5) year renewal terms (each, a "Renewal Term" and collectively, the "Renewal Terms"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

## 5. Rent

**6. Interference.** Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

**7. Construction of Improvements.** (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in the Site Plan. LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

**8. Access.** (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (the "Access Rights"). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent

Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the storage of construction materials and equipment. As used herein, “Adjacent Property” means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Property.

**9. Utilities.** (a) LESSOR hereby grants to LESSEE, at LESSEE’s sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE’s request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR’s behalf, any and all such documents.

**10. Default and Termination.** (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party’s receipt of written notice thereof from the non-breaching party; *provided, however*, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months, and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party’s receipt of the other party’s written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE’s opinion, for LESSEE’s Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE’s sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE.

(b) Except as expressly limited by this Agreement, a party’s termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

**11. Condemnation.** If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate jurisdiction (each, an “Act of Condemnation”), and if, in LESSEE’s sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE’s use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

**12. Indemnification.** Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any claims (including reasonable attorneys’ fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, “Claims”) resulting from the negligence or willful misconduct of LESSEE and LESSEE’s agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSEE Parties”) occurring in or about the Premises or the Property. LESSOR shall defend (with counsel reasonably

acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the "LESSOR Parties") occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

**13. Hazardous Substances.** LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law(s). LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

**14. Insurance.** a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one (1) person, \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence, and \$2,000,000.00 in the aggregate; and (ii) Property Damage: replacement cost for all of LESSEE's equipment located at the Leased Premises (collectively, the "LESSEE Policies"). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR's written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR's request.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(b) shall survive the expiration or earlier termination of this Agreement.

**15. Taxes.** LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon, and LESSEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to LESSEE's equipment and other property owned by LESSEE located at the Leased Premises.

**16. Quiet Enjoyment, Title and Authority.** (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; (iii) there are no pending or threatened actions including, without limitation, bankruptcy or insolvency proceedings (whether voluntary or involuntary) under state or federal law, suits, claims or causes of action against LESSOR or which may otherwise adversely affect the Property or the Leased Premises, (iv) LESSOR has obtained any and all consents from third parties or governmental authorities necessary for the execution of this Agreement and (v) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that LESSOR shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will

LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

**17. Notices.** All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE, to:  
 Infra Towers, LLC  
 ATTN: COO  
 1800 Diagonal Road, Suite 600  
 Alexandria, VA 22314  
 (571) 366-1720

With a copy to:  
 Infra Holdings, LLC  
 ATTN: Roni D. Jackson, Esq.  
 27242 Paseo Peregrino  
 San Juan Capistrano, CA 92675  
 (714) 396-1360

If to LESSOR, to:  
 Kolleen Conger  
 4326 Sunny Acres Lane  
 Moab, UT 84532  
 Telephone: \_\_\_\_\_

With a copy to:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

**18. Estoppel, Non-Disturbance and Attornment.** (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by

LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). In this regard, LESSEE agrees to notify LESSOR in writing from time to time during the Term of the names and notice addresses of LESSEE's lenders. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

**19. Assignment and Subletting** LESSEE shall have the right to assign its interest in this this Agreement, whether in whole or in part, without LESSOR's consent. Upon notification to LESSOR of such assignment, LESSEE shall be relieved of all future performance, liabilities and obligations under this Agreement. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3.

**20. Right of First Refusal.** If, during the Option Period or the Lease Term, LESSOR receives a bona fide offer ("Bona Fide Offer") from a third party to lease or purchase (a) an interest in all or a portion of the Property whether in fee, by grant of easement, or otherwise, (b) LESSOR's interest under this Agreement including, but not limited to, LESSOR's rights to receive rents hereunder, and/or (c) the right to enter into an option, lease, or easement after the term of this Agreement that LESSOR is willing to accept (individually and collectively, the "Property Interest"), LESSEE shall have the right of first refusal ("Right of First Refusal") to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement shall remain in full force and effect, and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, but not with respect to any subsequent Bona Fide Offer(s)), unless LESSOR fails to convey the subject Property Interest to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE's waiver of such Right of First Refusal.

**21. Miscellaneous.** (a) This Agreement, including Exhibits A-D hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall, not later than thirty (30) days following the Effective Date hereof, provide LESSEE with a copy of LESSOR's organizational documents which may include, by way of example, (i) LESSOR's Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR's authority, right, and ability to enter into this Agreement, (ii) current certificates of good standing and incumbency, (iii) a duly-executed and authorized resolution authorizing the transactions contemplated hereby, and (iv) a document evidencing, to LESSEE's commercially-reasonable satisfaction, the signature authority of the LESSOR representative who executed this Agreement on LESSOR's behalf.

(c) Concurrently with the execution of this Agreement, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "C"** (the "Memorandum"). LESSEE shall cause the Memorandum to be recorded, at LESSEE's sole



cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the "Leased Premises Legal Description"), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE's rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located, without regard to the choice of law rules thereof.

(f) 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.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) This Agreement shall extend to and be binding upon the heirs, successors or assignees of the parties hereto.

(i) The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision herein.

(j) Neither party to this Agreement shall be liable for any real estate brokers' or leasing agents' commissions in the absence of a written agreement, which expressly provides therefore and is signed by the party to be charged or obligated with payment thereof. LESSOR and LESSEE shall each indemnify and defend and hold harmless each other from and against any liability arising from such claims for commissions as a result of its acts.

(k) No failure or delay by either party to the exercise of its rights under this Agreement or to insist upon the strict compliance with any obligation imposed by this Agreement, and no course of dealing, custom or practice of either party contrary to the terms of this Agreement, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms of this Agreement.

(l) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]



(k) No failure or delay by either party to the exercise of its rights under this Agreement or to insist upon the strict compliance with any obligation imposed by this Agreement, and no course of dealing, custom or practice of either party contrary to the terms of this Agreement, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms of this Agreement.

(l) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.] ☐

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

**KOLLEEN CONGER**  
**an individual**  
**(“LESSOR”)**

By: \_\_\_\_\_

**INFRA TOWERS, LLC.**  
**a Delaware limited liability company**  
**(“LESSEE”)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

☐

**EXHIBIT “A” TO OPTION AND GROUND LEASE AGREEMENT**

**LEGAL DESCRIPTION OF PROPERTY**

Address:  
4326 Sunny Acres Lane  
Moab, UT 84532  
San Juan County

Parcel ID:

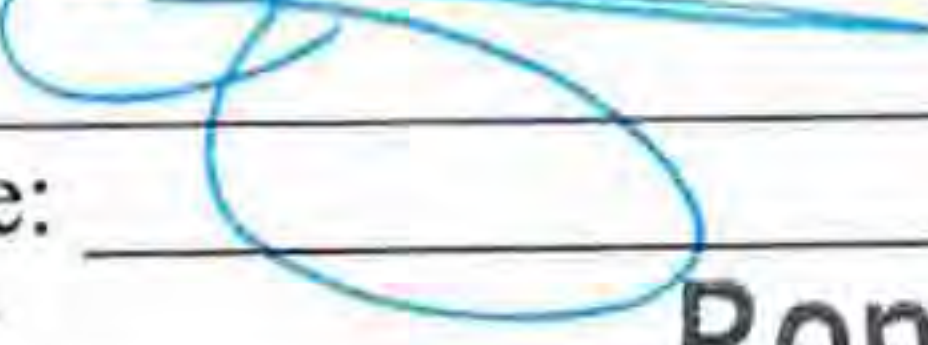


IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

**KOLLEEN CONGER**  
an individual  
("LESSOR")

By: \_\_\_\_\_

**INFRA TOWERS, LLC.**  
a Delaware limited liability company  
("LESSEE")

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Roni D. Jackson**  
**General Counsel**

## EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

Address:

4326 Sunny Acres Lane  
Moab, UT 84532  
San Juan County

Parcel ID:

26S22E354204

Legal Description:

**A PARCEL OF LAND IN THE NW1/4 OF SECTION 35, T26S, R22E, SLM, SAN JUAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A CORNER WHICH BEARS EAST 1804.5 FT. FROM THE WEST ¼ CORNER OF SECTION 35, T26S, R22E, SLM AND PROCEEDING THENCE NORTH 95.3 FT. TO A CORNER, THENCE EAST 60.0 FT. TO A CORNER, THENCE NORTH 119.6 FT TO A CORNER, THENCE S 89 DEG. 39' E 108.4 FT. TO A CORNER, THENCE N 03 DEG. 53' W 101.0 FT. TO A CORNER, THENCE EAST 25.1 FT. TO A CORNER, THENCE S 03 DEG. 53' E 315.7 FT TO A CORNER, THENCE WEST 208.0 FT. TO THE POINT OF BEGINNING.**

**LESS:**

**COMMENCING AT THE 1/4 CORNER BETWEEN SECTIONS 35 AND 34, T26S, R22E, SLM. A FOUND 1912 GLO BRASS MONUMENT; THENCE N 81 DEG 11'31" E 1990.17 FT. TO THE TRUE POINT OF BEGINNING; THENCE N 3 DEG 53' W 10.3 FT.; THENCE E 25.1 FT; THENCE S 3 DEG 53' E 10.0 FEET; THENCE S 89 DEG 12' W 25.1 FT TO THE POINT OF BEGINNING. BASIS OF BEARING IS N 0 DEG 02' E BETWEEN THE W1/4 CORNER AND THE NW CORNER OF SECTION 35. EVIDENCED BY A RECORD OF SURVEY #822 FILED IN THE OFFICE OF THE SAN JUAN COUNTY SURVEYOR.**

**EXCEPTING therefrom any oil, gas and minerals that have been reserved, conveyed or transferred in prior documents.**



**EXHIBIT “B” TO OPTION AND GROUND LEASE AGREEMENT**  
**DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES<sup>1</sup>**

The Leased Premises includes ground space.



- Approximate Parcel Line
- - - 20'-Wide Non-Exclusive Access/Utility Easement
- 50' X 50' Lease Area (Not to Scale)

<sup>1</sup> LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the “Leased Premises Legal Description”) and an as-built site plan (the “As-Built Site Plan”). Effective on the date of LESSEE’s delivery of the Leased Premises Legal Description/As-Built Site Plan to LESSOR, such Legal Description/As-Built Site Plan shall replace the text of this Exhibit.

**EXHIBIT “C” TO OPTION AND GROUND LEASE AGREEMENT  
MEMORANDUM OF LEASE**

[SEE ATTACHED.]



<b>SITE NAME:</b>	<b>UT-109 SPANISH VALLEY</b>
<b>PROJECT DESCRIPTION:</b>	<b>PROPOSED TELECOMMUNICATIONS FACILITY</b>
<b>TOWER TYPE:</b>	<b>125' MONOPOLE TOWER</b>
<b>SITE ADDRESS:</b>	<b>4326 E SUNNY ACRES LN SPANISH VALLEY, UT 84532</b>
<b>AREA OF CONSTRUCTION:</b>	<b>2,500± SQ. FT. (LEASE AREA)</b>
<b>LEGAL DESCRIPTION:</b>	<b>LOCATED WITHIN SECTION 35, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN</b>
<b>PARCEL #:</b>	<b>26S22E354204</b>
<b>JURISDICTION:</b>	<b>SAN JUAN COUNTY</b>

## PROJECT INFORMATION

**LATITUDE** N 38° 29'53.02" (NAD '83) \*

**LONGITUDE** W 109° 28' 17.51" (NAD '83) \*

**GROUND ELEVATION =** 4739' (NAVD '88) \*

**\*INFORMATION PROVIDED BY CIS PROFESSIONAL LAND SURVEYING IN THE FORM OF A 1-A CERTIFICATION DATED MAY 30, 2023.**

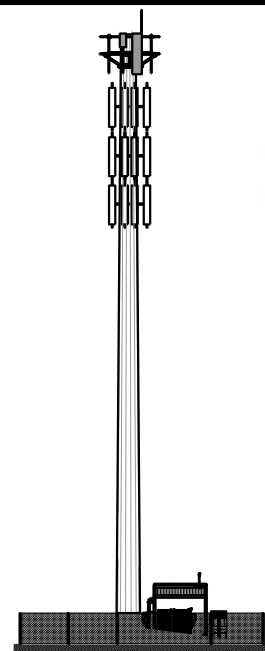
## 1A CERTIFICATION



## LOCATION MAP

FROM THE CANYONLANDS FIELD AIRPORT: HEAD EAST ON W AVIATION WAY TOWARD  
US-191 N TURN RIGHT ONTO US-191 S TURN LEFT ONTO E SUNNY ACRES LN

## DRIVING DIRECTIONS



**SITE NAME:**  
**UT-109 SPANISH VALLEY**

**4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)**

## PROPOSED 125' MONOPOLE TOWER

**CALL FOR UNDERGROUND UTILITIES PRIOR TO DIGGING:**

**(800) 662-4111**

**EMERGENCY:**

**CALL 911**



Know what's below.  
Call before you dig

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

- |   |  |
|---|--|
| 1. INTERNATIONAL BUILDING CODE (2018 EDITION) | 4. NATIONAL ELECTRIC CODE (2020 EDITION) |
| 2. INTERNATIONAL CODE COUNCIL                 | 5. LOCAL BUILDING CODE                   |
| 3. ANSI/TIA/EIA-222-G                         | 6. CITY/COUNTY ORDINANCES                |

## CODE COMPLIANCE

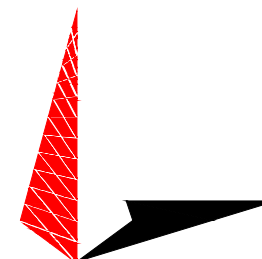
CONSTRUCTION OF A TELECOMMUNICATION FACILITY, CONSISTING OF ANTENNAS & ASSOCIATED APPURTENANCES ON A PROPOSED MONOPOLE TOWER, FENCED COMPOUND & SERVICE EQUIPMENT FOR FUTURE CARRIERS. NO WATER OR SEWER IS REQUIRED.

1. FACILITY DESIGNED IN ACCORDANCE WITH SAN JUAN COUNTY REGULATIONS.
2. THIS IS AN UNMANNED FACILITY WHICH WILL NOT REQUIRE ANY WATER OR SEWER FACILITIES.
3. TRAFFIC WILL CONSIST ONLY OF MAINTENANCE PERSONNEL, VISITING THE SITE APPROXIMATELY TWICE A MONTH.

## PROJECT DESCRIPTION & NOTES

PLANS PREPARED BY:

*Item 5.*

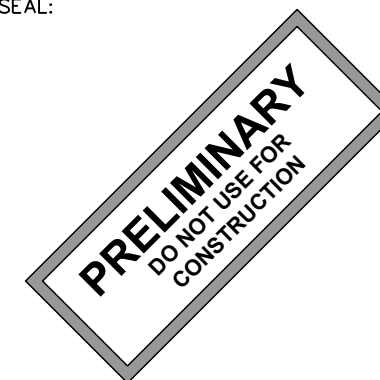


**TOWER ENGINEERING PROFESSIONALS**  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
[www.tepargroup.net](http://www.tepargroup.net)

I	10-10-23	PRELIMINARY
O	09-21-23	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY:	MKB	CHECKED BY:	KES
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SEAL:

[illegible]

## INDEX OF SHEETS

SHEET NUMBER:

T-

REVISION:

•

TEP #:333909.88369

GENERAL NOTES:

1.

ALL REFERENCES TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED INFRA TOWERS, LLC OR ITS AFFILIATES OR DESIGNATED REPRESENTATIVE.
2.

ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF UTAH.
3.

STRUCTURE IS DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-H. THIS CONFORMS TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
4.

WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
5.

UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6.

ALL HARDWARE ASSEMBLY MANUFACTURER’S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7.

IT IS THE CONTRACTOR’S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE AND IT’S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8.

ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER’S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9.

ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
11.

ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH INFRA TOWERS, LLC FOR APPROVAL.
12.

BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR. CONTRACTOR SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13.

ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14.

THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFTER MATERIAL SHALL BE REWORKED OR REPLACED.
15.

THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
16.

ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
17.

ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

STRUCTURAL STEEL NOTES:

1.

THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
2.

UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:

A.

STRUCTURAL STEEL, ASTM DESIGNATION A36 OR A992 GR50.

B.

ALL BOLTS, ASTM A325 TYPE I GALVANIZED HIGH STRENGTH BOLTS.

C.

ALL NUTS, ASTM A563 CARBON AND ALLOY STEEL NUTS.

D.

ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS.
3.

ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC SPECIFICATION FOR MANUAL OF STEEL CONSTRUCTION, 14TH EDITION.
4.

HOLES SHALL NOT BE FLAME CUT THRU STEEL UNLESS APPROVED BY THE ENGINEER.
5.

HOT-DIP GALVANIZE ALL ITEMS UNLESS OTHERWISE NOTED, AFTER FABRICATION WHERE PRACTICABLE. GALVANIZING: ASTM A123, ASTM A153/A153M OR ASTM A653/A653M, G90, AS APPLICABLE.
6.

REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED, WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTED; SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
7.

A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
8.

ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM THE SHEAR PLANE.
9.

ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED.
10.

ALL ASSEMBLY BOLTS ARE TO BE TIGHTENED TO A "SNUG TIGHT" CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC, "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", DATED JUNE 30, 2004.
11.

FLAT WASHERS ARE TO BE INSTALLED WITH BOLTS OVER SLOTTED HOLES.
12.

DO NOT OVER TORQUE ASSEMBLY BOLTS. GALVANIZING ON BOLTS, NUTS, AND STEEL PARTS MAY ACT AS A LUBRICANT, THUS OVER TIGHTENING MAY OCCUR AND MAY CAUSE BOLTS TO CRACK AND SNAP OFF.
13.

PAL NUTS ARE TO BE INSTALLED AFTER NUTS ARE TIGHT AND WITH EDGE LIP OUT. PAL NUTS ARE NOT REQUIRED WHEN SELF-LOCKING NUTS ARE PROVIDED.
14.

GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.
15.

WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WELDING SOCIETY (AWS) D1.1-2010 STRUCTURAL WELDING CODE – STEEL.

PROJECT INFORMATION:

UT-109

SPANISH VALLEY

4326 E SUNNY ACRES LN

SPANISH VALLEY, UT 84532

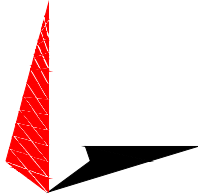
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



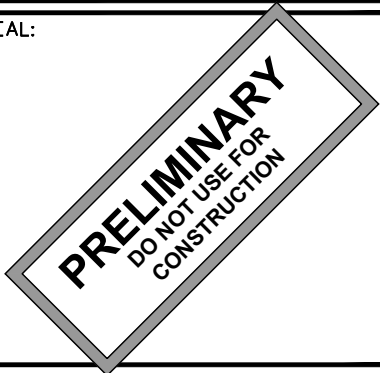
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:



I	10-10-23	PRELIMINARY
O	09-21-23	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: MKB    CHECKED BY: KES

SHEET TITLE:

GENERAL  
NOTES

SHEET NUMBER:

N-1

REVISION:

1

TEP#:333909.88



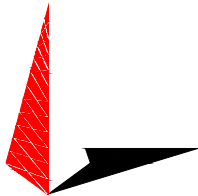
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



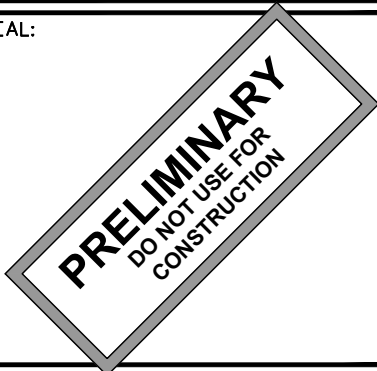
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DRAWN BY: MKB | CHECKED BY: KES

SHEET TITLE:

**AREA PLAN**

SHEET NUMBER:

**C-1**

REVISION:

**1**

TEP#:333909.88

**LEGEND**

- PARENT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPERTY CORNER
- LEASE/EASEMENT CORNER
- SPOT ELEVATION
- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- CHAIN LINK FENCE
- EXISTING TREE LINE
- PROPOSED TREE LINE
- EXIST. UTILITY POLE
- EXIST. ELEC. METER
- EXIST. ELEC. PEDESTAL
- EXIST. TELCO PEDESTAL
- EXIST. TRANSFORMER
- OVERHEAD WIRE
- RIGHT-OF-WAY

**1A CERTIFICATION**

LATITUDE: N 38° 29' 53.02" (NAD '83)  
LONGITUDE: W 109° 28' 17.51" (NAD '83)  
GROUND ELEVATION: 4,739' (NAVD '88)

**PROPERTY SETBACKS**

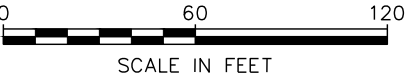
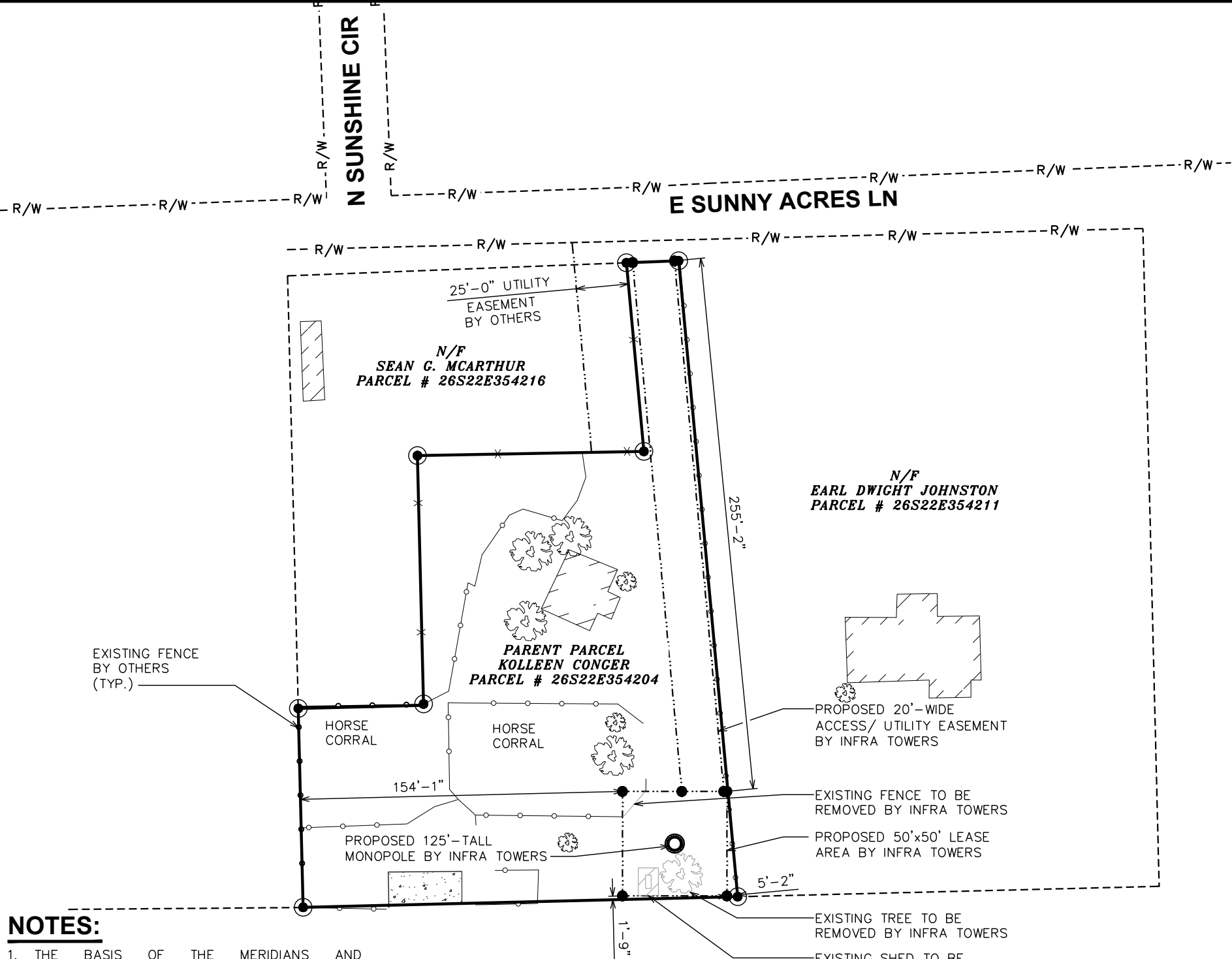
	PROPOSED FENCE	PROPOSED TOWER (C)
NORTH	255'-2"±	278'-7"±
SOUTH	1'-9"±	26'-2"±
EAST	5'-2"±	27'-9"±
WEST	154'-1"±	178'-6"±

**NOTES:**

- THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS UTAH COORDINATE SYSTEM (NAD 83) UTAH SOUTH ZONE.
- VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) IN FEET.
- ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
- THE PROPOSED TOWER IS LOCATED IN AN AREA UNMAPPED BY FEMA TO DETERMINE FLOOD RISK

**SITE PLAN**

SCALE: 1" = 60'



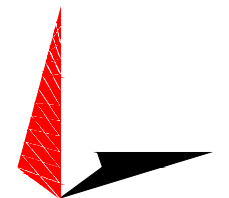
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4326 E SUNNY ACRES LN  
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(SAN JUAN COUNTY)

PLANS PREPARED FOR:



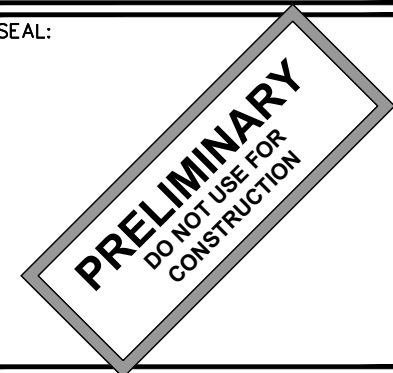
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PLANS PREPARED BY:



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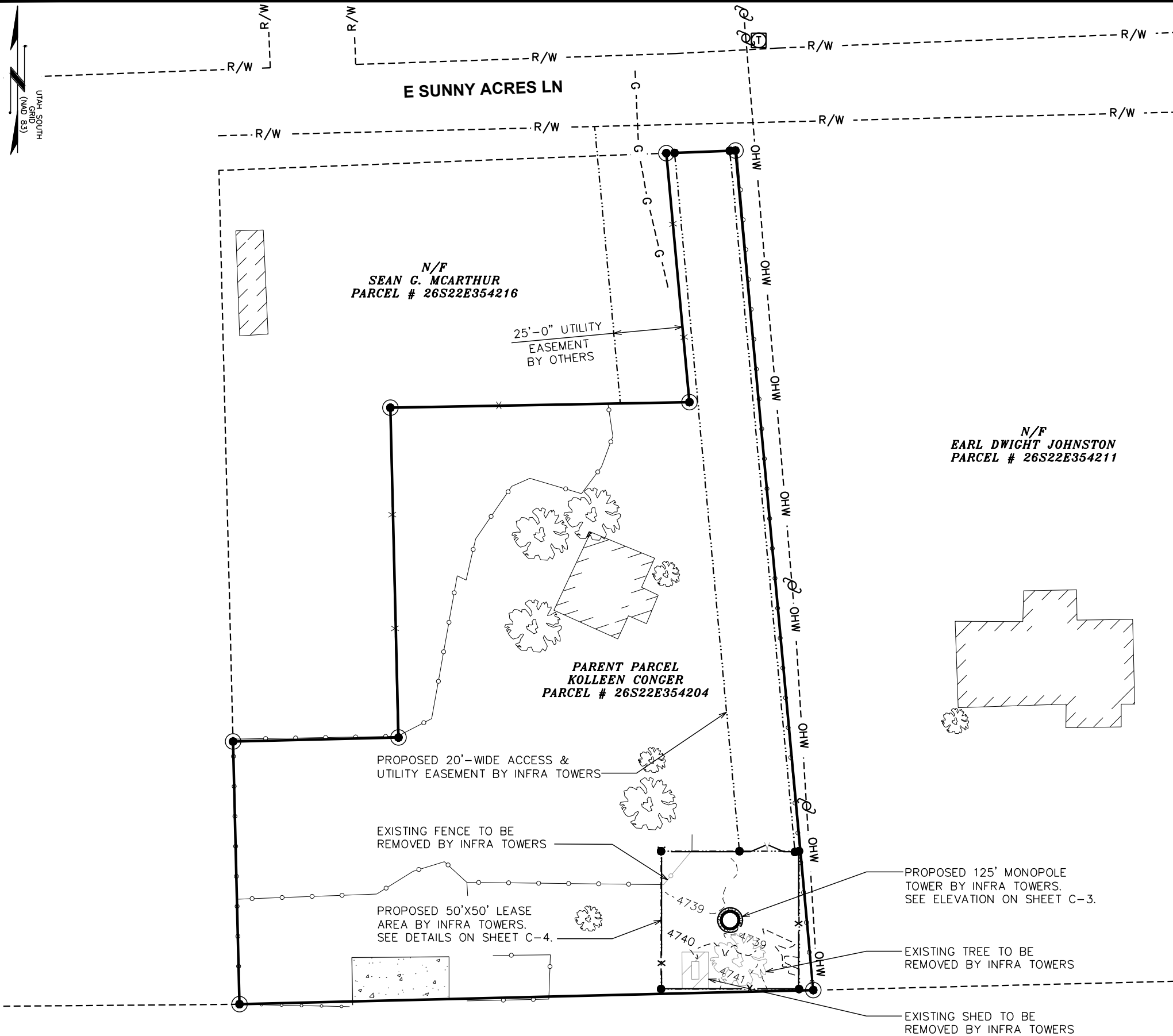
DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:  
**SITE PLAN**

SHEET NUMBER: **C-2** REVISION: **1**  
TEP#:333909.88

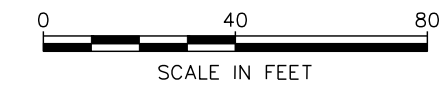
## LEGEND

- PARENT PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPERTY CORNER
- LEASE/EASEMENT CORNER
- WATER
- EXIST. CONTOUR LINE
- EDGE OF PAVEMENT
- CHAIN LINK FENCE
- EXISTING TREE LINE
- PROPOSED TREE LINE
- EXIST. UTILITY POLE
- EXIST. ELEC. METER
- EXIST. ELEC. PEDESTAL
- EXIST. TELCO PEDESTAL
- EXIST. TRANSFORMER
- UNDERGROUND WIRE
- RIGHT-OF-WAY



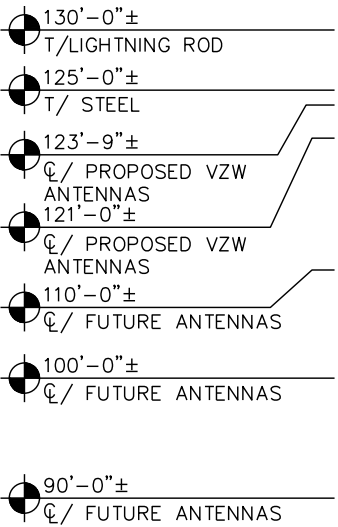
## SITE PLAN

SCALE: 1" = 40'



NOTES:

1. TOWER TO BE CORTEN STEEL, OR COMPARABLE, WITH AN OXIDIZED FINISH.
2. COAX AND TRANSMISSION CABLES TO BE ROUTED INSIDE TOWER USING HOISTING GRIPS.
3. ALIGN ENTRY PORTS WITH EQUIPMENT AND ANTENNAS.



PROPOSED EQUIPMENT BY VERIZON WIRELESS:

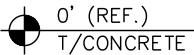
- (6) PANEL ANTENNAS
- (12) RRH UNITS
- (2) OVP BOX
- (3) HYBRID CABLE

SEE DETAILS ON SHEET C-9

PROPOSED 125' MONOPOLE TOWER BY INFRA TOWERS.

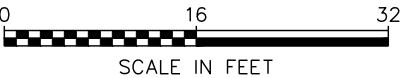
PROPOSED VERIZON WIRELESS EQUIPMENT PAD WITH CANOPY. SEE DETAILS ON SHEET C-6.

PROPOSED 7' TALL CHAIN LINK FENCE. SEE DETAILS ON SHEET C-5.



TOWER ELEVATION

SCALE: 1/16" = 1'-0"



PROJECT INFORMATION:

UT-109

SPANISH VALLEY

4326 E SUNNY ACRES LN

SPANISH VALLEY, UT 84532

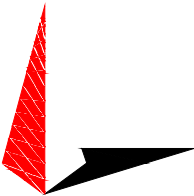
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



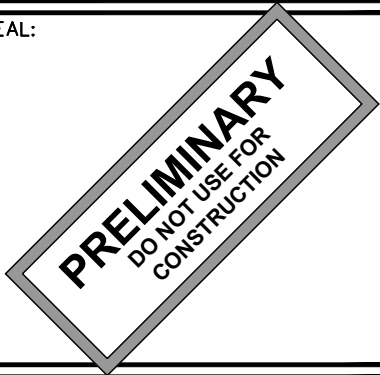
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DENVER, CO 80216  
OFFICE: (303) 566-9914  
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0	09-21-23	PRELIMINARY

DRAWN BY: MKB    CHECKED BY: KES

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

C-3

REVISION:

1

TEP#:333909.88

PROPERTY LINE SETBACKS

	PROPOSED FENCE	PROPOSED TOWER (C)	PROPOSED VZW PAD
NORTH	255'-2"±	279'-5"±	288'-10"±
SOUTH	1'-9"±	26'-2"±	5'-6"±
EAST	5'-2"±	27'-9"±	30'-1"±
WEST	154'-2"±	178'-6"±	159'-11"±

PROPOSED 20'-WIDE ACCESS & UTILITY EASEMENT BY INFRA TOWERS.

PROPOSED 12'-WIDE ACCESS GATE

PROPOSED 50'X50' LEASE AREA & FENCED COMPOUND BY INFRA TOWERS. SEE DETAILS ON SHEET C-5.

EXISTING FENCE TO BE REMOVED BY INFRA TOWERS

PROPOSED UTILITY RACK BY INFRA TOWERS. SEE DETAILS ON SHEET E-4.

PROPOSED 125' MONOPOLE TOWER BY INFRA TOWERS. SEE ELEVATION ON SHEET C-3.

EXISTING TREE TO BE REMOVED BY INFRA TOWERS

PROPOSED 15'X24' LEASE AREA BY VZW

PROPOSED CABINETS MOUNTED ON PLINTH

PROPOSED DIESEL GENERATOR BY VZW

PROPOSED 11'X18' CONCRETE EQUIPMENT PAD WITH CANOPY BY VZW. SEE DETAILS ON SHEET C-6.

FUTURE 12'X20' LEASE AREA

FUTURE 12'X20' LEASE AREA

FUTURE 12'X20' LEASE AREA

EXISTING SHED TO BE REMOVED BY INFRA TOWERS

NOTES:

CONTRACTOR TO RESTORE ANY EXISTING LANDSCAPING, VEGETATION, CONCRETE OR GRAVEL OUTSIDE OF LEASE AREA THAT IS REMOVED FOR CONSTRUCTION.

COMPOUND DETAIL

SCALE: 1" = 10'

PROJECT INFORMATION:

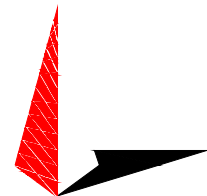
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



**TOWER ENGINEERING PROFESSIONALS**  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:

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SHEET TITLE:

**COMPOUND  
DETAIL**

SHEET NUMBER:

**C-4**

REVISION:

**1**

TEP#:333909.88

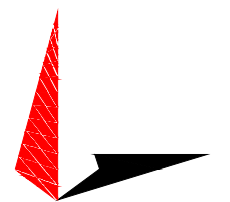
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



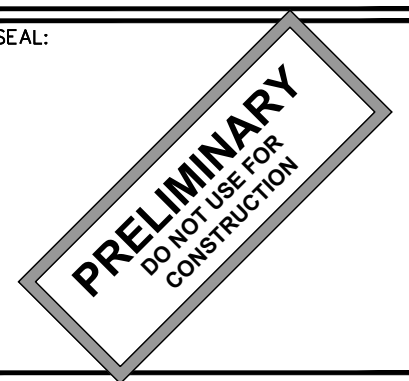
1800 DIAGONAL ROAD, SUITE 600  
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PLANS PREPARED BY:



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4700 DAHLIA STREET  
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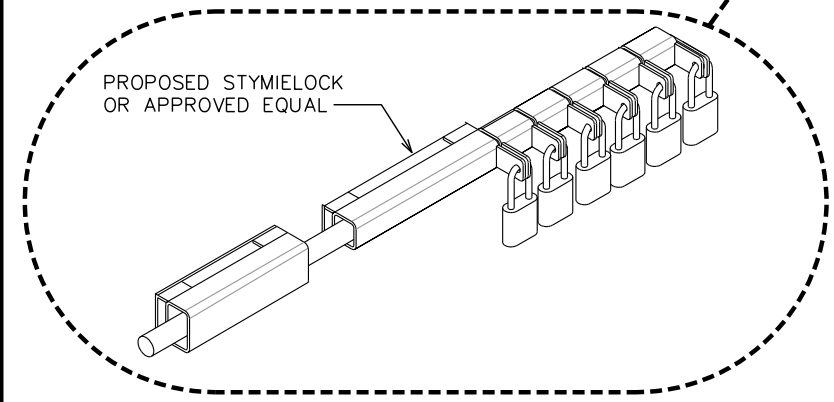
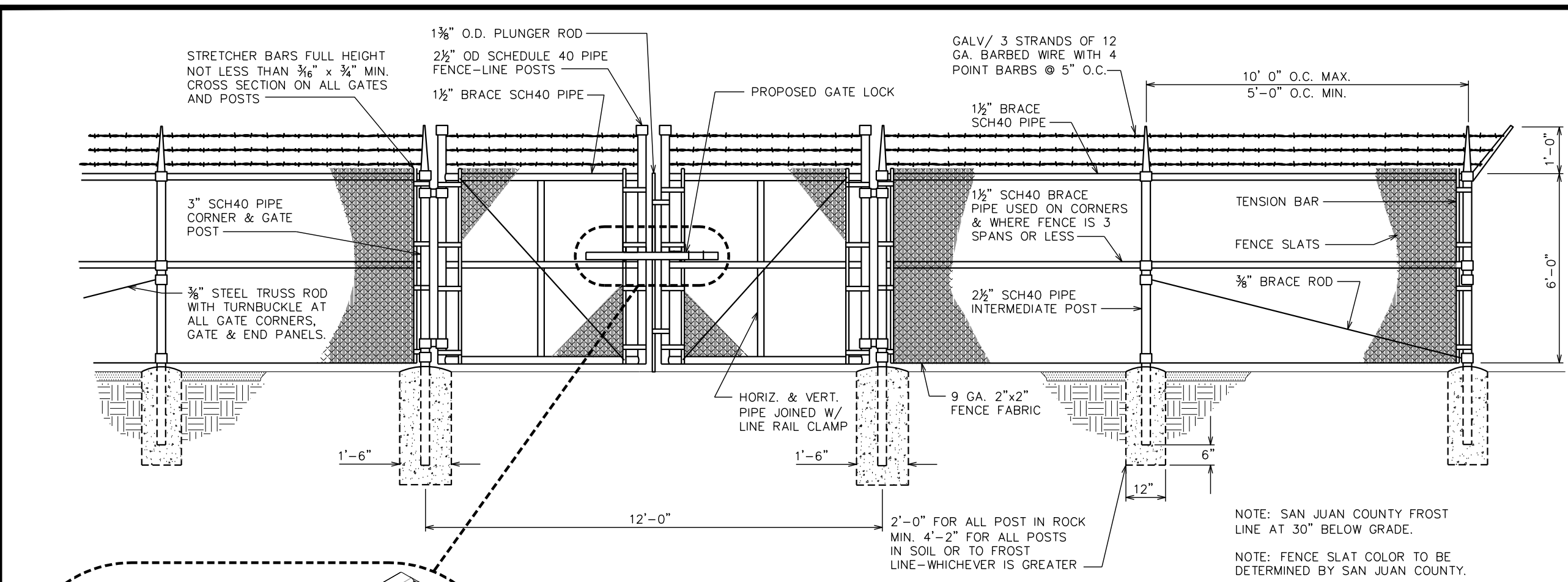


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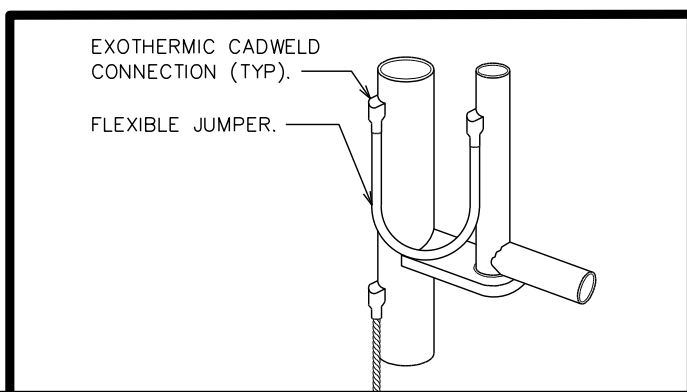
SHEET TITLE:  
**FENCE DETAILS**

SHEET NUMBER: **C-5** REVISION: **1**  
TEP#:333909.88



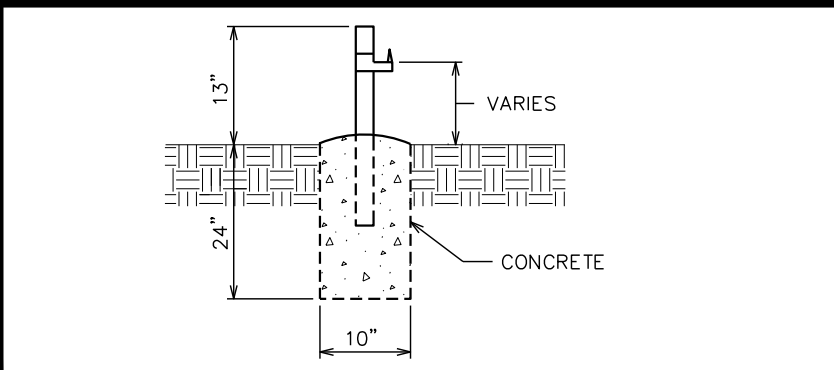
**TYPICAL FENCE ELEVATION**

SCALE: N.T.S.



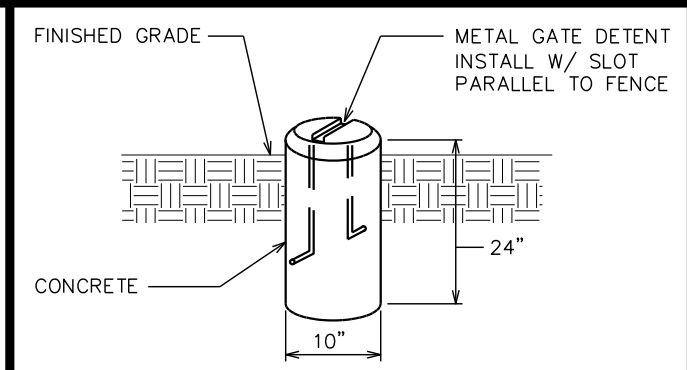
**GROUNDING AT GATE POST**

SCALE: N.T.S.



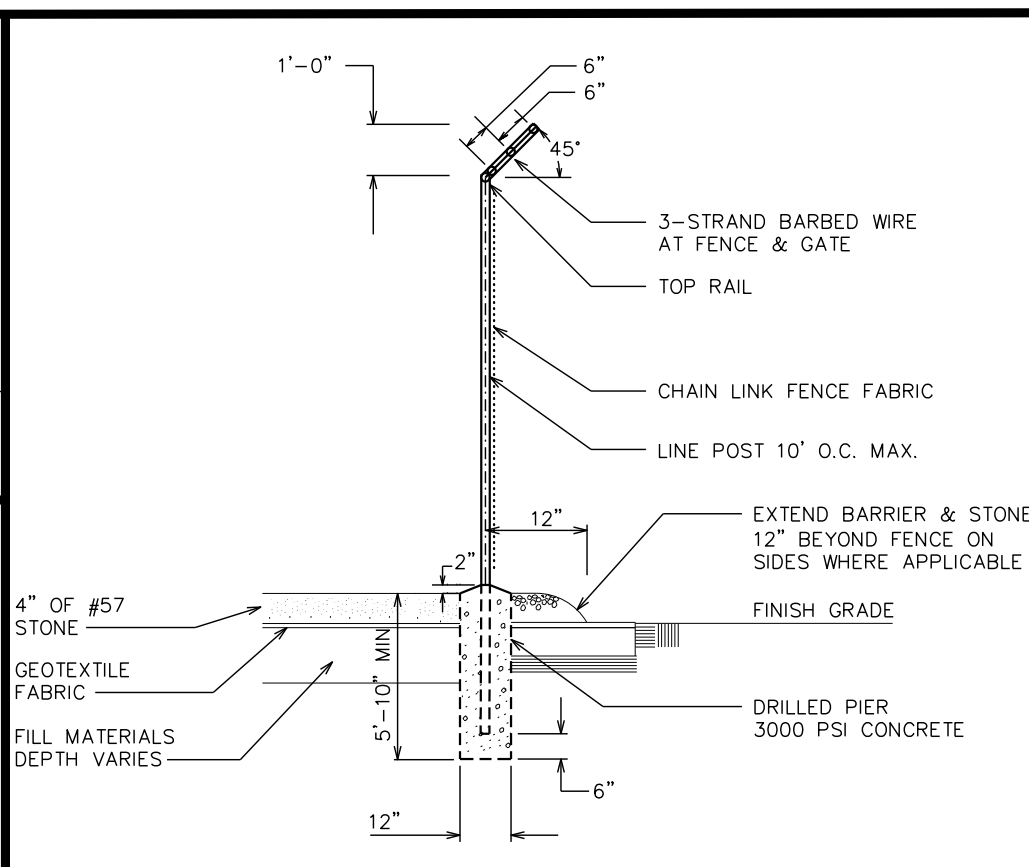
**GATE STOP / KEEPER DETAIL**

SCALE: N.T.S.



**GATE DETENT DETAIL**

SCALE: N.T.S.



**FENCE / BARBED WIRE ARM DETAIL**

SCALE: N.T.S.



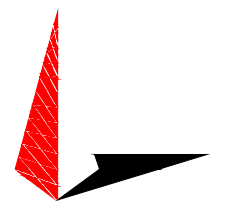
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



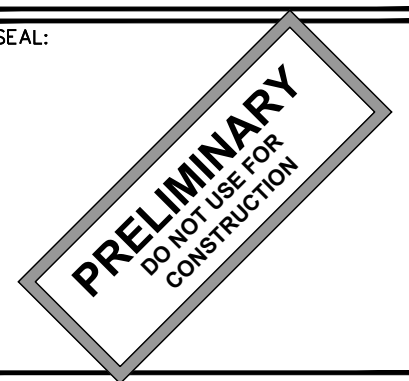
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



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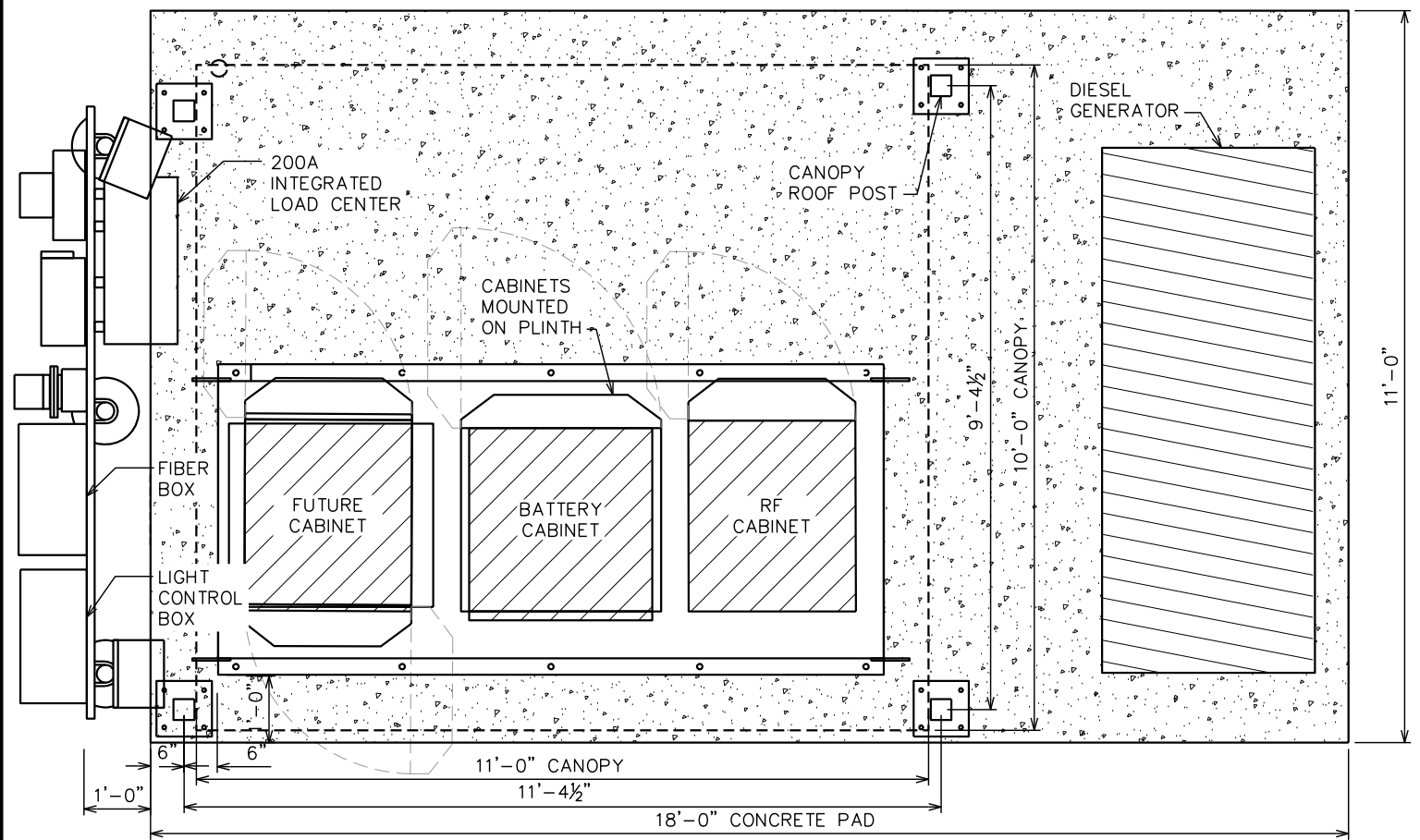
DRAWN BY: MKB | CHECKED BY: KES

SHEET TITLE:

**VERIZON EQUIPMENT  
PAD DETAILS I**

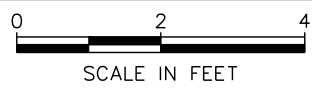
SHEET NUMBER: **C-6A** | REVISION: **1**

TEP#:333909.88



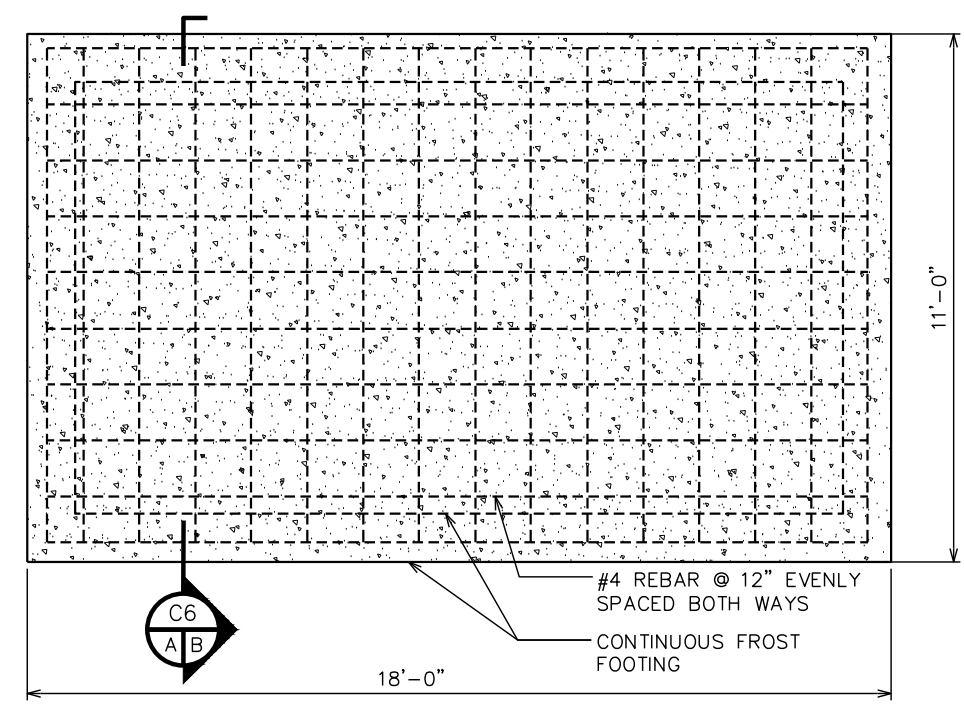
**EQUIPMENT PAD DETAIL**

SCALE: 3/8" = 1'-0"



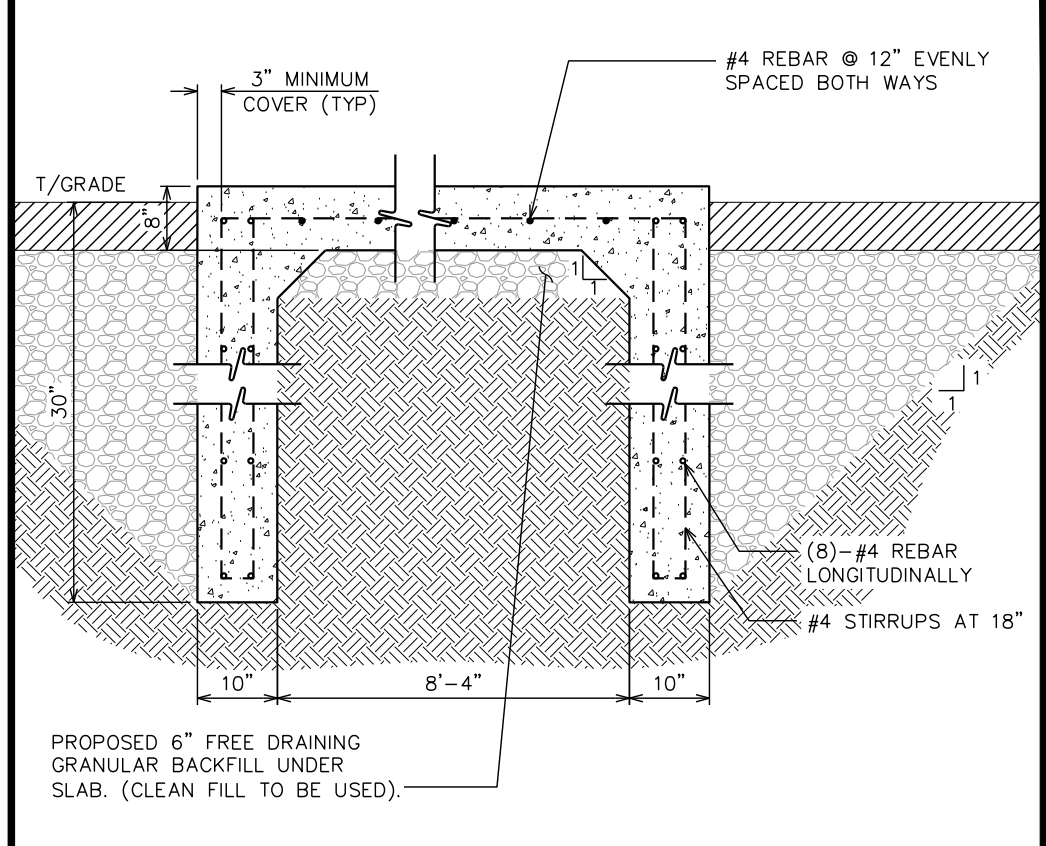
**FOUNDATION NOTES:**

1. DESIGN SHALL BE PER INTERNATIONAL BUILDING CODE, 2018 EDITION.
2. CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE ACI CODE.
3. CONCRETE SHALL BE 3,000 PSI.
4. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE."
5. REBAR  $F_y = 60,000$  PSI.
6. ALL BACKFILL SHALL BE THOROUGHLY COMPACTED
7. NON FROST SUSCEPTIBLE SOIL TO EXTEND TO COUNTY FROST LINE. SAN JUAN COUNTY FROST DEPTH IS 30".



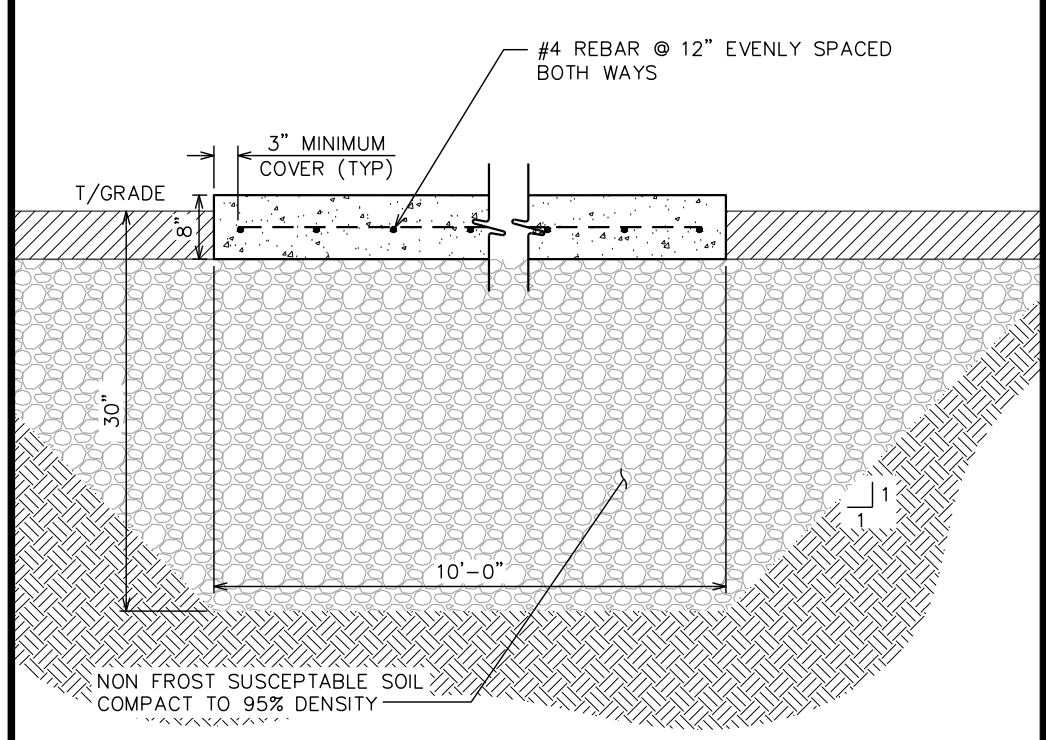
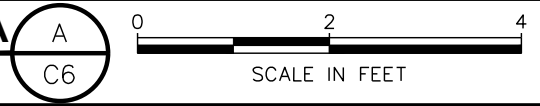
**CONCRETE SLAB DETAIL**

SCALE: 1/4" = 1'-0"



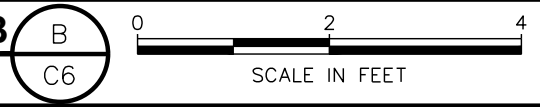
**PAD SECTION-OPTION A**

SCALE: 1/2" = 1'-0"



**PAD SECTION-OPTION B**

SCALE: 1/2" = 1'-0"



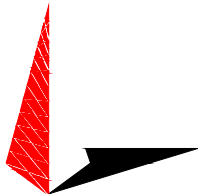
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



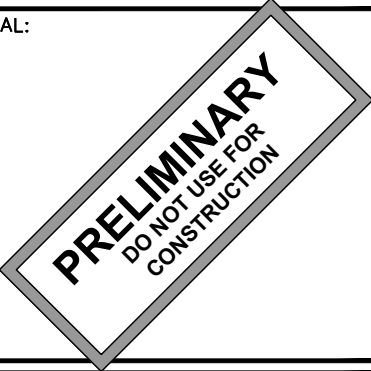
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



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4700 DAHLIA STREET  
DENVER, CO 80216  
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SEAL:



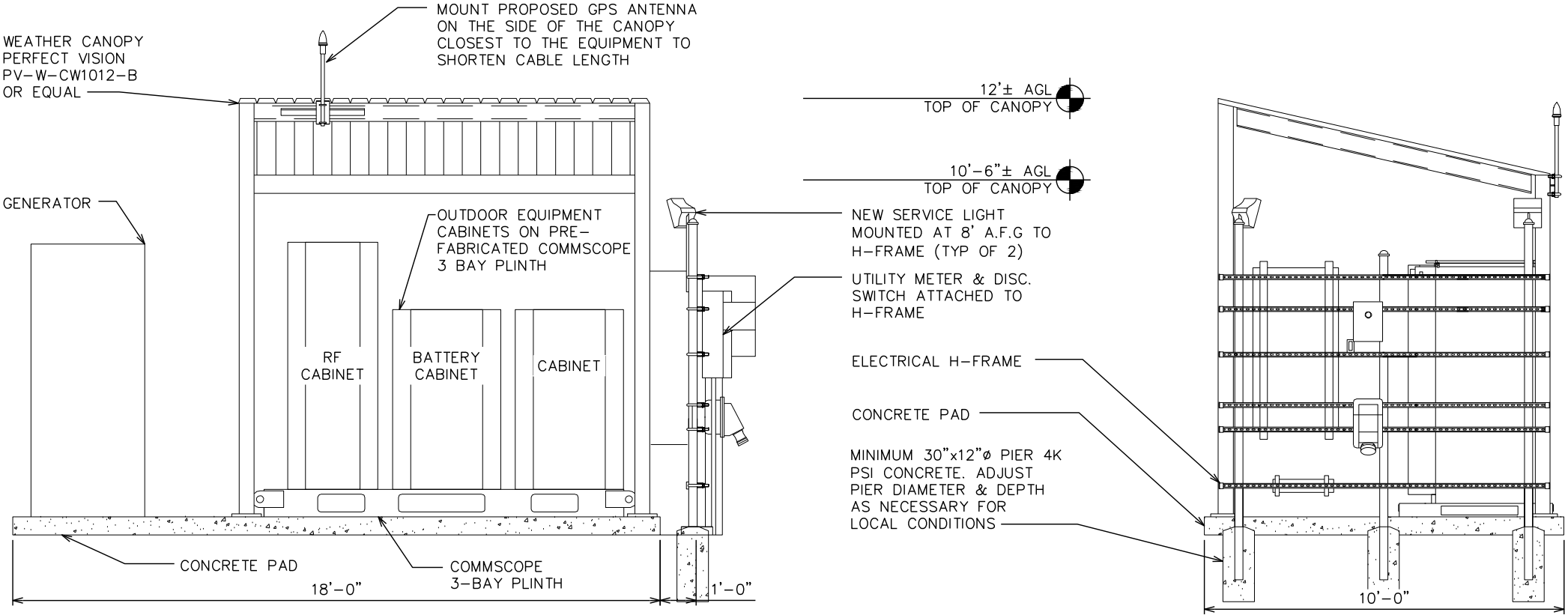
I	10-10-23	PRELIMINARY
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SHEET TITLE:

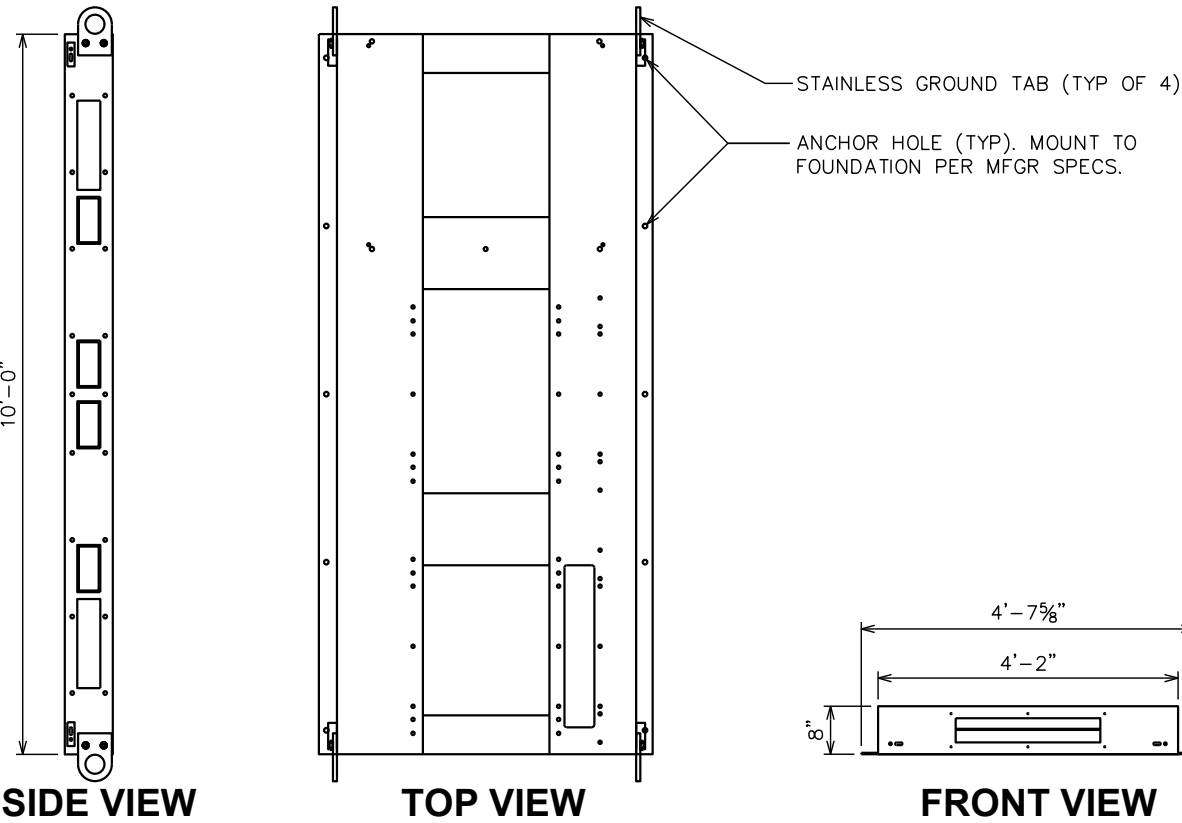
**VERIZON EQUIPMENT  
PAD DETAILS II**

SHEET NUMBER:	REVISION:
<b>C-6B</b>	<b>1</b>
TEP#:333909.88	



**EQUIPMENT PAD ELEVATIONS**

SCALE: 1/4" = 1'-0"



**CABINET PLINTH DETAILS**

SCALE: 3/8" = 1'-0"

**NOT USED**



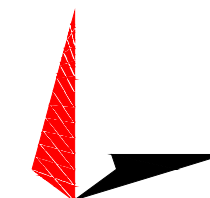
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
 4326 E SUNNY ACRES LN  
 SPANISH VALLEY, UT 84532  
 (SAN JUAN COUNTY)

PLANS PREPARED FOR:



1800 DIAGONAL ROAD, SUITE 600  
 ALEXANDRIA, VA 22314

PLANS PREPARED BY:



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 4700 DAHLIA STREET  
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REV	DATE	ISSUED FOR:
1	10-10-23	PRELIMINARY
0	09-21-23	PRELIMINARY

DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:

**VERIZON**  
**GENERATOR**  
**DETAILS**

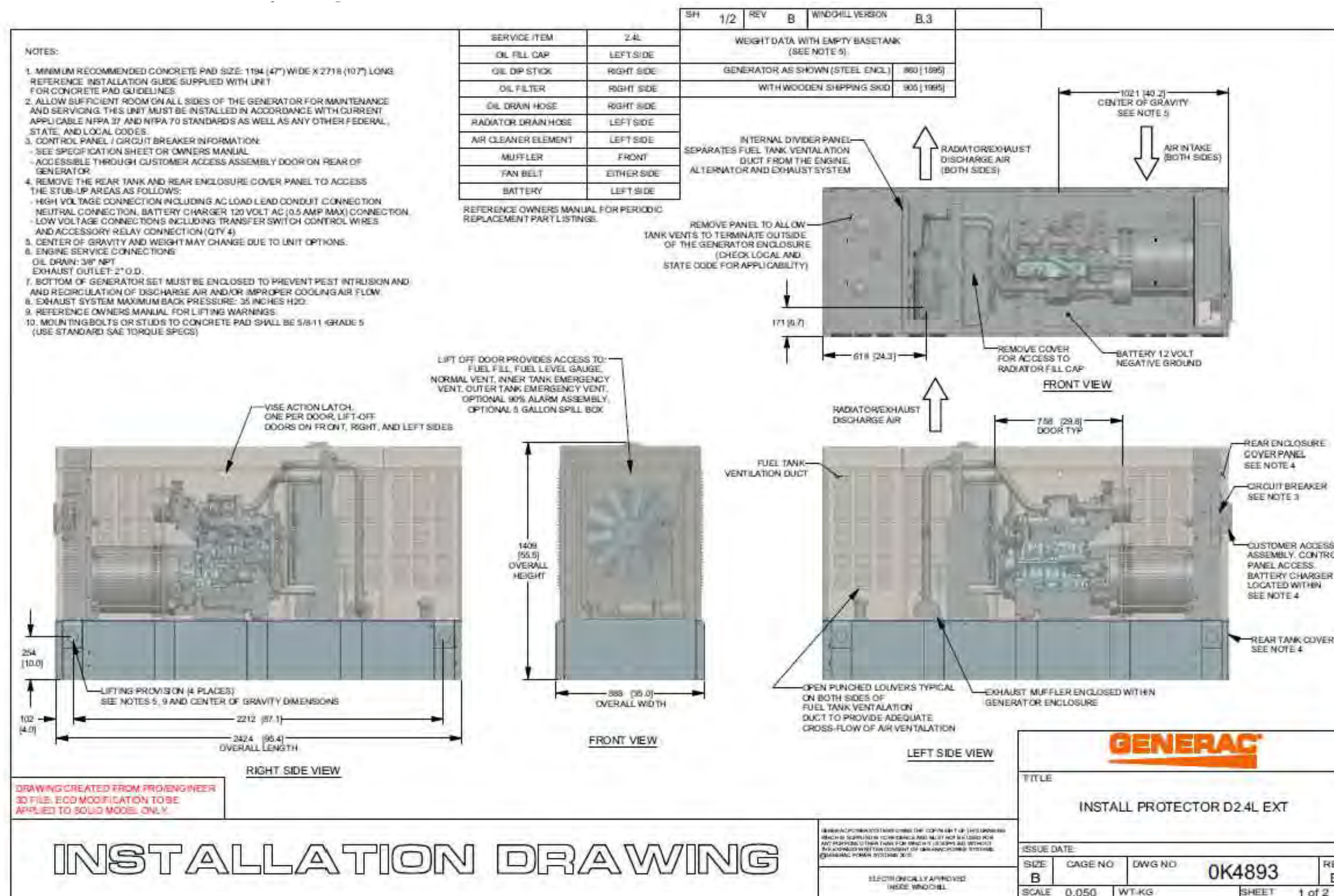
SHEET NUMBER:

**C-7**

REVISION:

**1**

TEP#333909.88





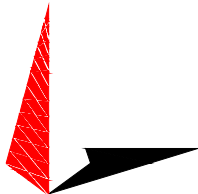
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



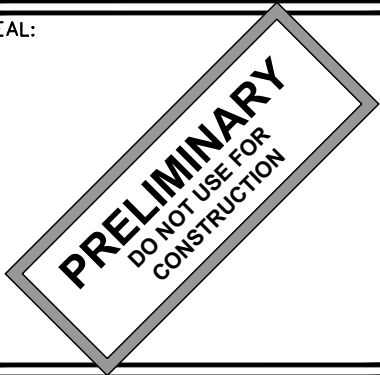
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ALEXANDRIA, VA 22314

PLANS PREPARED BY:



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SHEET TITLE:

**VERIZON**  
**ICE BRIDGE**  
**DETAILS**

SHEET NUMBER:

**C-8**

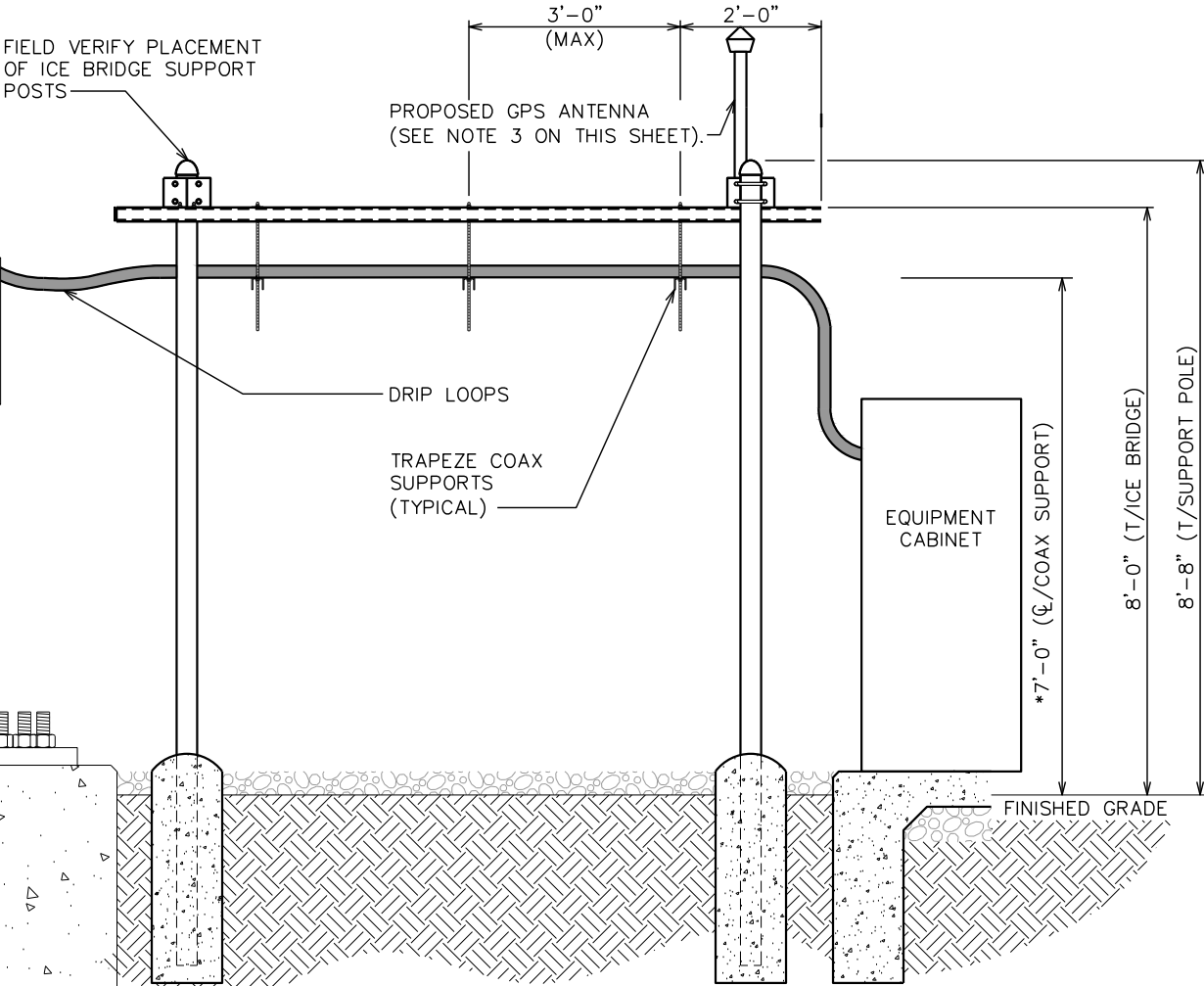
REVISION:

**1**

TEP#:333909.88

**NOTES:**

1. COAX MUST COME OFF ON TOWER AT AN ELEVATION LOWER THAN ICE BRIDGE TO PREVENT WATER MIGRATING TOWARDS EQUIPMENT CABINETS.
2. ZIP TIES ARE NOT TO BE PERMANENT BUT MAY BE USED FOR TEMPORARY CONSTRUCTION.
3. GPS ANTENNAS SHALL BE MOUNTED TO THE ICE BRIDGE POST WITH A UNIVERSAL GPS MOUNTING KIT (VALMONT P/N: B1841) OR AN APPROVED EQUIVALENT.

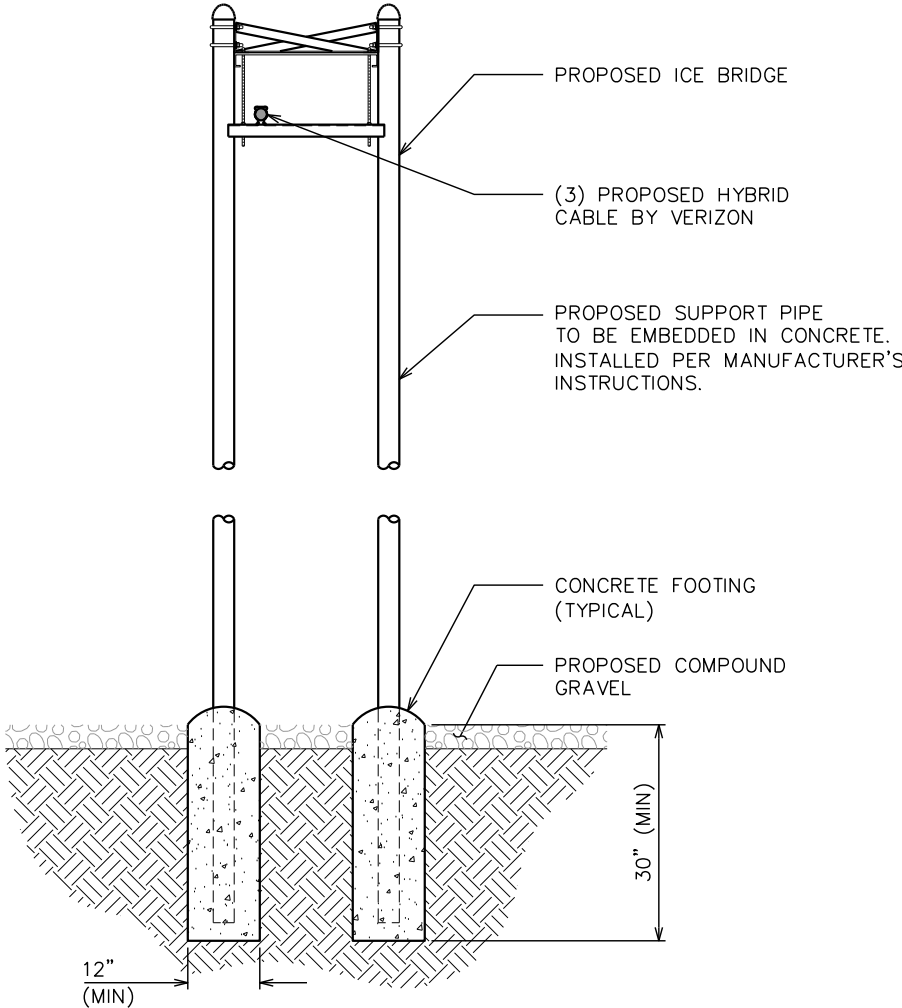
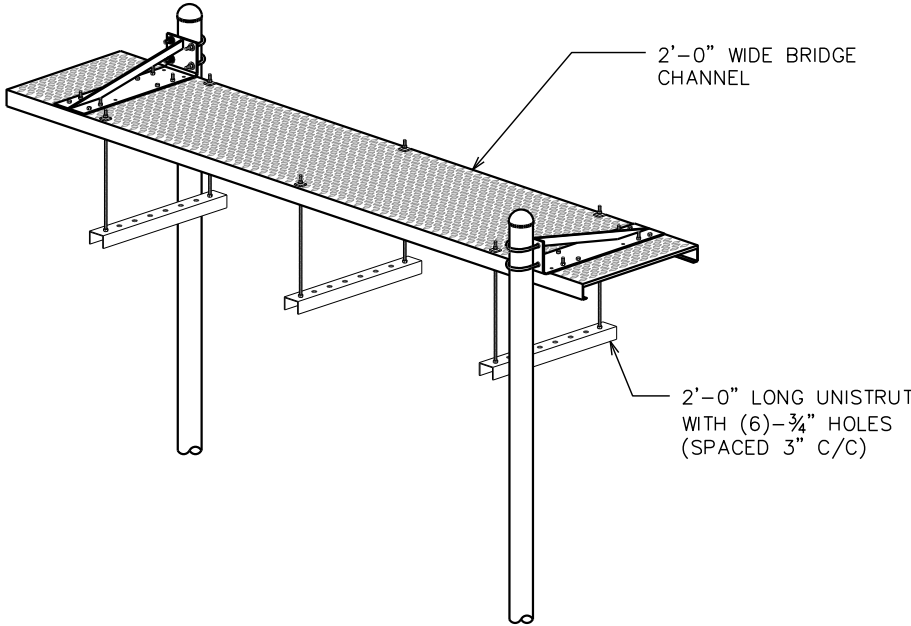


**ICE BRIDGE DETAIL**

SCALE: 3/8" = 1'-0"

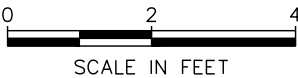
**ISOMETRIC VIEW**

SCALE: N.T.S.



**SIDE VIEW**

SCALE: 3/8" = 1'-0"



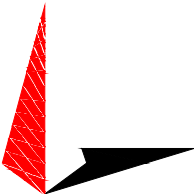
PROJECT INFORMATION:  
**UT-109**  
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SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



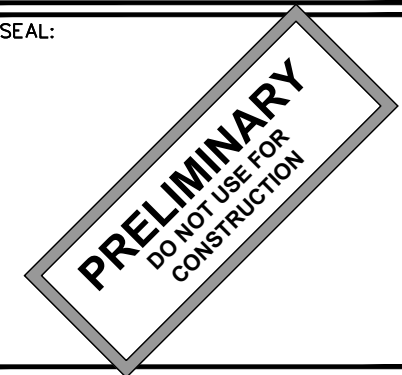
1800 DIAGONAL ROAD, SUITE 600  
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PLANS PREPARED BY:



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DRAWN BY: MKB    CHECKED BY: KES

SHEET TITLE:  
**ANTENNA MOUNTING  
DETAILS**

SHEET NUMBER: <b>C-9</b>	REVISION: <b>1</b> TEP#:333909.88
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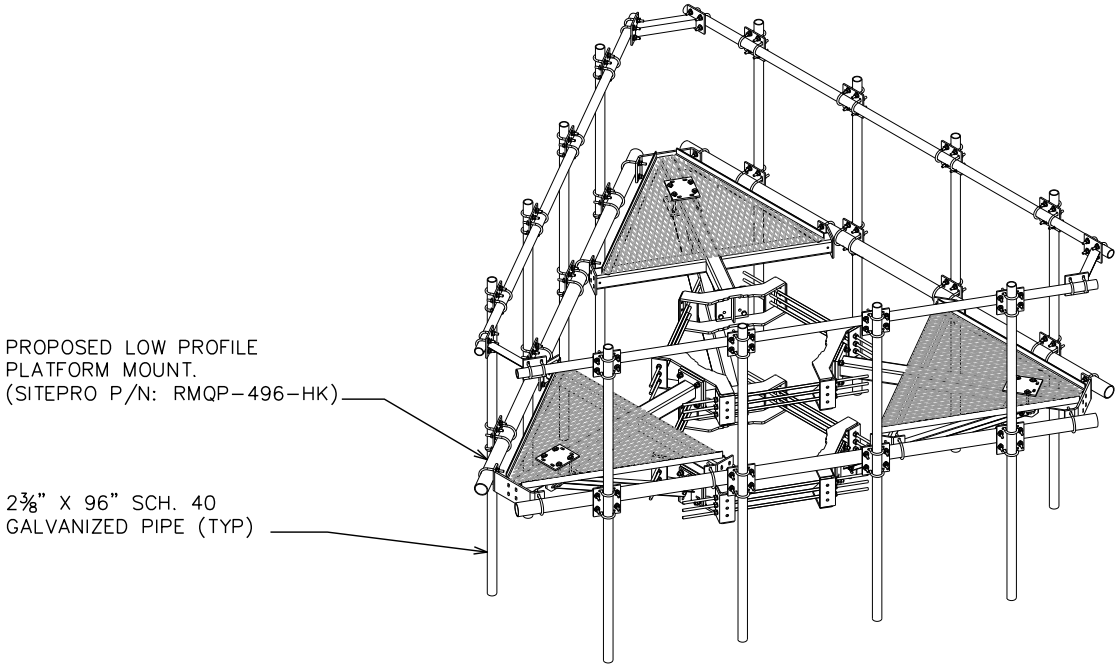
VERIZON ANTENNA / COAX / RRH KEY							
SECTOR	TECHNOLOGY	EXISTING OR NEW	MANUFACTURER MODEL #	AZIMUTH	ANTENNA $\pm$ (AGL)	CABLES	RRU
ALPHA	700, 850, 1900, AWS, AWS3	NEW	ERICSSON AIR6419	0°	123'.9"±	(3) HYBRID	(1) ERICSSON 4408 (1) ERICSSON AIR 6419 (1) ERICSSON 4890 (1) ERICSSON 4490
ALPHA	CBAND NR CBRS LTE	NEW	JMA MX16FIT865-04	0°	121'±		
BETA	700, 850, 1900, AWS, AWS3	NEW	ERICSSON AIR6419	120°	123'.9"±		(1) ERICSSON 4408 (1) ERICSSON AIR 6419 (1) ERICSSON 4890 (1) ERICSSON 4490
BETA	CBAND NR CBRS LTE	NEW	JMA MX16FIT865-04	120°	121'±		
GAMMA	700, 850, 1900, AWS, AWS3	NEW	ERICSSON AIR6419	240°	123'.9"±		(1) ERICSSON 4408 (1) ERICSSON AIR 6419 (1) ERICSSON 4890 (1) ERICSSON 4490
GAMMA	CBAND NR CBRS LTE	NEW	JMA MX16FIT865-04	240°	121'±		

- CONTRACTOR TO REFER TO FINAL RFDS PRIOR TO CONSTRUCTION.
- ANTENNA DESIGN PROVIDED BY VERIZON IN THE FORM OF RFDS DATED N/A.

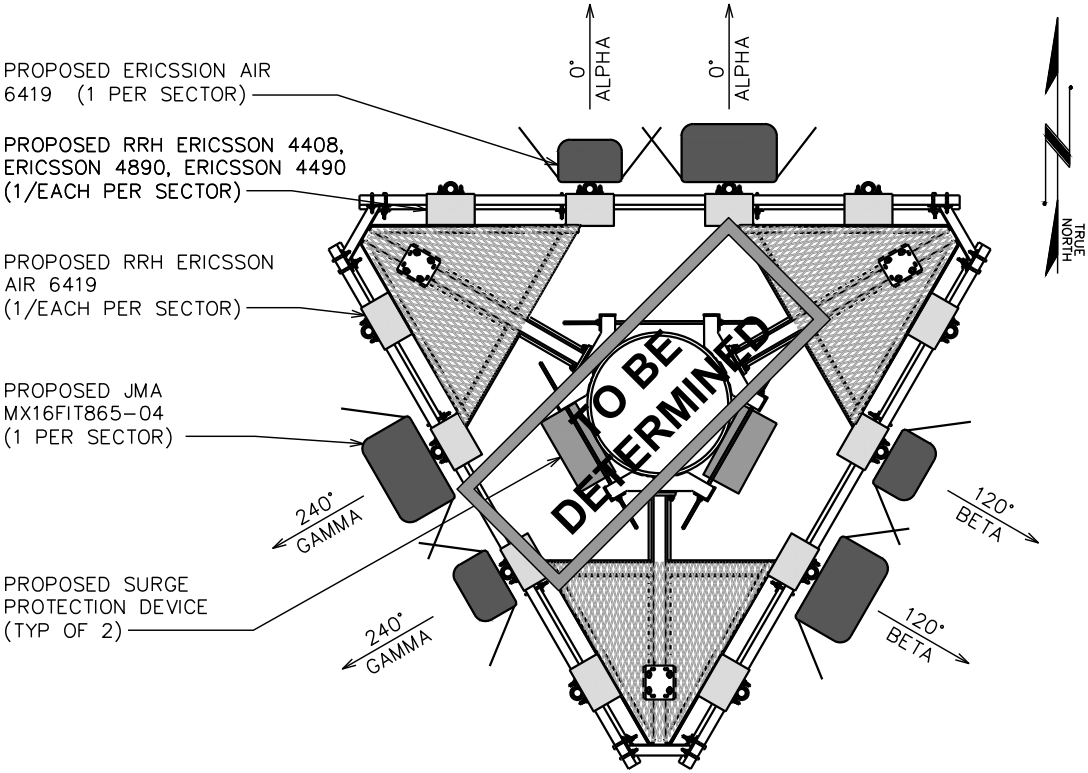
**ADDITIONAL:**

(2) OVP BOX (MOUNTED ON TOWER)

**ANTENNA / COAX / RRH KEY**



**ANTENNA MOUNT**



**ANTENNA ORIENTATION @ 121'**

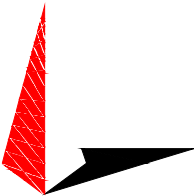
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**UT-109**  
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SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



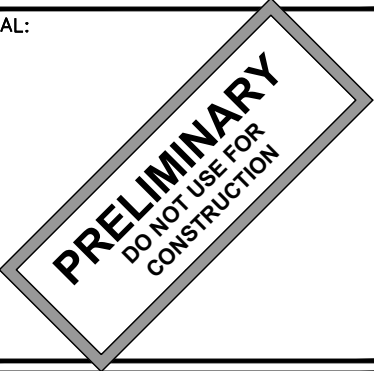
1800 DIAGONAL ROAD, SUITE 600  
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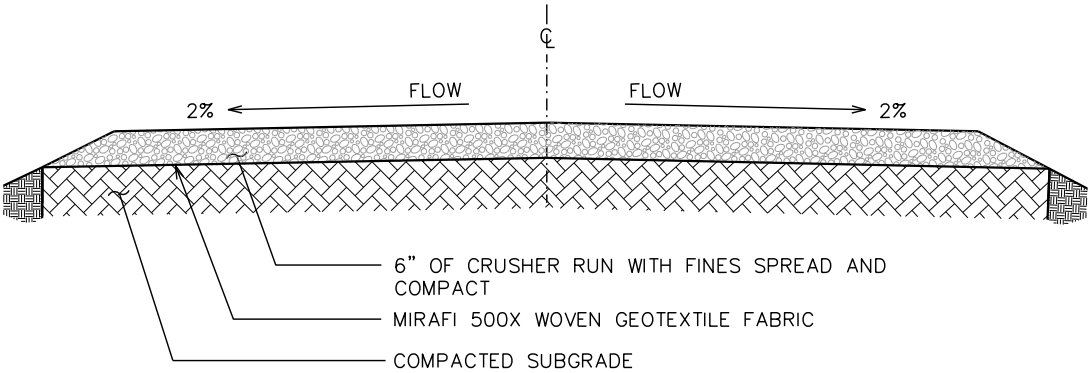
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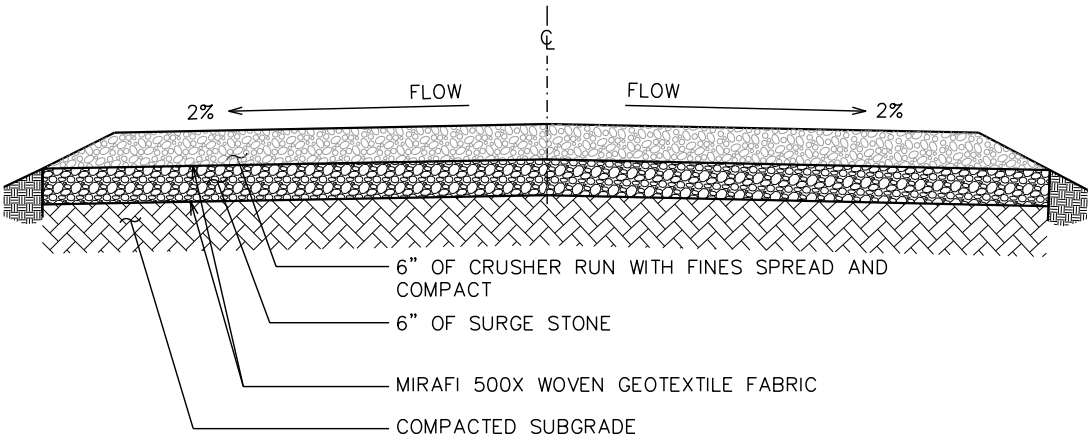
**DRIVEWAY DETAILS**

SHEET NUMBER:	REVISION:
<b>C-10</b>	<b>1</b>
TEP#:333909.88	



**STANDARD ROAD SECTION (GOOD SUBGRADE)**

SCALE: 3/8" = 1'-0"



**STANDARD ROAD SECTION (POOR SUBGRADE)**

SCALE: 3/8" = 1'-0"





NOTES:

- ALL SIGNS TO BE HUNG ON FENCE USING HOG RINGS OR ALUMINUM FENCE TIES. ZIP TIES OR REBAR WIRE WILL NOT BE ACCEPTABLE
- THE RED WARNING SIGN SHALL BE PLACED ON THE TOWER, IDEALLY AT THE BASE OF THE SAFETY CLIMB.





**SITE # UT-109**  
**SITE NAME: Spanish Valley**  
**FCC ASR #**  
**FOR LEASING AND ACCESS INFORMATION CALL:**



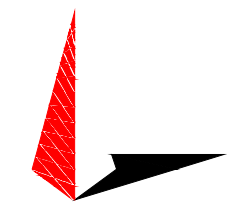
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



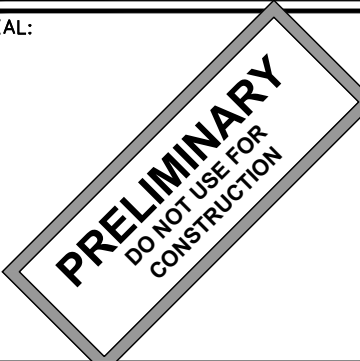
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PLANS PREPARED BY:



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SHEET TITLE:

**SIGNAGE DETAILS**

SHEET NUMBER: **C-11** REVISION: **1**  
TEP#:333909.88

SCOPE:

1. PROVIDE LABOR, MATERIALS, INSPECTION, AND TESTING TO PROVIDE CODE COMPLIANCE FOR ELECTRIC, TELEPHONE, AND GROUNDING/LIGHTNING SYSTEMS.

CODES:

1. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST ADOPTED EDITIONS OF:
- A. THE NATIONAL ELECTRICAL SAFETY CODE

B. THE NATIONAL ELECTRIC CODE – NFPA–70

C. REGULATIONS OF THE SERVING UTILITY COMPANY

D. LOCAL AND STATE AMENDMENTS

E. THE INTERNATIONAL ELECTRIC CODE – IEC (WHERE APPLICABLE)
2. PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.
3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

TESTING:

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST THE EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. THE TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE:

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND WITHOUT EXPENSE TO THE OWNER.
2. THE WARRANTEE CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

UTILITY CO-ORDINATION:

1. CONTRACTOR SHALL COORDINATE WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH THE SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE:

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH THE CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS SECTION WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING THE WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION:

1. COORDINATION OF SLEEVES, CHASES, ETC., BETWEEN SUBCONTRACTORS WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE ELECTRICAL WORK SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING.
3. SEAL PENETRATIONS THROUGH RATED WALLS, FLOORS, ETC., WITH APPROVED METHOD AS LISTED BY UL.

RACEWAYS / CONDUITS GENERAL:

1. CONDUCTORS SHALL BE INSTALLED IN LISTED RACEWAYS. CONDUIT SHALL BE RIGID STEEL, EMT, SCH40 PVC, OR SCH80PVC AS INDICATED ON THE DRAWINGS. THE RACEWAY SYSTEM SHALL BE COMPLETE COMPLETE BEFORE INSTALLING CONDUCTORS.
2. EXTERIOR RACEWAYS AND GROUNDING SLEEVES SHALL BE SEALED AT POINTS OF ENTRANCE AND EXIT. THE RACEWAY SYSTEM SHALL BE BONDED PER NEC.

EXTERIOR CONDUIT:

1. EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.
2. WHERE INSTALLED ON EXTERIOR STRUCTURES OR EXPOSED TO DAMAGE, THE CONDUIT SHALL BE RIGID STEEL.
3. UNDERGROUND CONDUITS SHALL BE RIGID STEEL, SCH40 PVC, OR SCH80 PVC AS INDICATED ON THE DRAWINGS.
4. BURIAL DEPTH OF CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION, BUT SHALL NOT BE LESS THAN THE FROST DEPTH AT THE SITE.
5. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY ROUTES BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND/OR BUILDING OWNER.

INTERIOR CONDUIT:

1. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
2. CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATERPROOF FITTINGS.
3. PROVIDE SUPPORTS FOR CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.

EQUIPMENT:

1. DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TYPE.
2. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK. CONTRACTOR WILL VERIFY THAT EXISTING CIRCUIT BREAKERS ARE RATED FOR MORE THAN AVAILABLE FAULT CURRENT AND REPLACE AS NECESSARY.
3. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY.

CONDUCTORS:

1. FURNISH AND INSTALL CONDUCTORS SPECIFIED IN THE DRAWINGS. CONDUCTORS SHALL BE COPPER AND SHALL HAVE TYPE THWN (MIN) (75° C) INSULATION, RATED FOR 600 VOLTS.
2. THE USE OF ALUMINUM CONDUCTORS SHALL BE LIMITED TO THE SERVICE FEEDERS INSTALLED BY THE UTILITY.
3. CONDUCTORS SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
- A. MINIMUM WIRE SIZE SHALL BE #12 AWG.

B. CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND #12 MAY BE SOLID OR STRANDED.

C. CONNECTION FOR #10 AWG #12 AWG SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.

D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP–ON SLEEVES WITH NYLON INSULATOR.
3. CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.

UL COMPLIANCE:

1. ELECTRICAL MATERIALS, DEVICES, CONDUCTORS, APPLIANCES, AND EQUIPMENT SHALL BE LABELED/LISTED BY UL OR ACCEPTED BY JURISDICTION (I.E., LOCAL COUNTY OR STATE) APPROVED THIRD PARTY TESTING AGENCY.

GROUNDING:

1. ELECTRICAL NEUTRALS, RACEWAYS AND NON–CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT AND ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED AT A SINGLE POINT.
2. PROVIDE GROUND CONDUCTOR IN RACEWAYS PER NEC.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 – "LIGHTNING PROTECTION" AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE, RADIO EQUIPMENT MANUFACTURERS, AND MOTOROLA R56 (AS APPLICABLE).

ABBREVIATIONS AND LEGEND

- A – AMPERE

AFG – ABOVE FINISHED GRADE

ATS – AUTOMATIC TRANSFER SWITCH

AWG – AMERICAN WIRE GAUGE

BCW – BARE COPPER WIRE

BFG – BELOW FINISHED GRADE

BKR – BREAKER

C – CONDUIT

CKT – CIRCUIT

DISC – DISCONNECT

EGR – EXTERNAL GROUND RING

EMT – ELECTRIC METALLIC TUBING

FSC – FLEXIBLE STEEL CONDUIT

GEN – GENERATOR

GPS – GLOBAL POSITIONING SYSTEM

GRD – GROUND

IGB – ISOLATED GROUND BAR

IGR – INTERIOR GROUND RING (HALO)

KW – KILOWATTS

NEC – NATIONAL ELECTRIC CODE

PCS – PERSONAL COMMUNICATION SYSTEM

PH – PHASE

PNL – PANEL

- PNLBD – PANELBOARD

PVC – RIGID NON–METALLIC CONDUIT

RGS – RIGID GALVANIZED STEEL CONDUIT

SW – SWITCH

TGB – TOWER GROUND BAR

UL – UNDERWRITERS LABORATORIES

V – VOLTAGE


W – WATTS

XFMR – TRANSFORMER


XMTR – TRANSMITTER


- E---- UNDERGROUND ELECTRICAL CONDUIT


----T---- UNDERGROUND TELEPHONE CONDUIT

 KILOWATT–HOUR METER

----- UNDERGROUND BONDING AND GROUNDING CONDUCTOR.

 GROUND ROD

 CADWELD

 GROUND ROD WITH INSPECTION WELL

PROJECT INFORMATION:

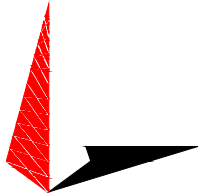
UT-109  
SPANISH VALLEY  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



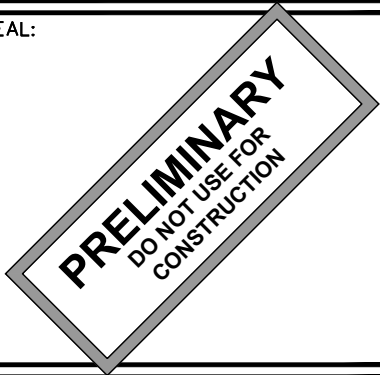
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:



I	10-10-23	PRELIMINARY
O	09-21-23	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: MKB | CHECKED BY: KES

SHEET TITLE:

ELECTRICAL  
NOTES

SHEET NUMBER:

E-1

REVISION:

1

TEP#:333909.88

Item 5.

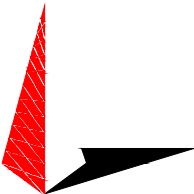
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**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
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PLANS PREPARED FOR:



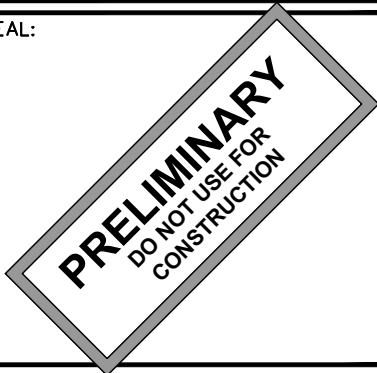
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REV	DATE	ISSUED FOR:

DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:

**ONE-LINE ELEVATION  
& POWER PANEL  
SCHEDULE**

SHEET NUMBER:

**E-2**

REVISION:

**1**

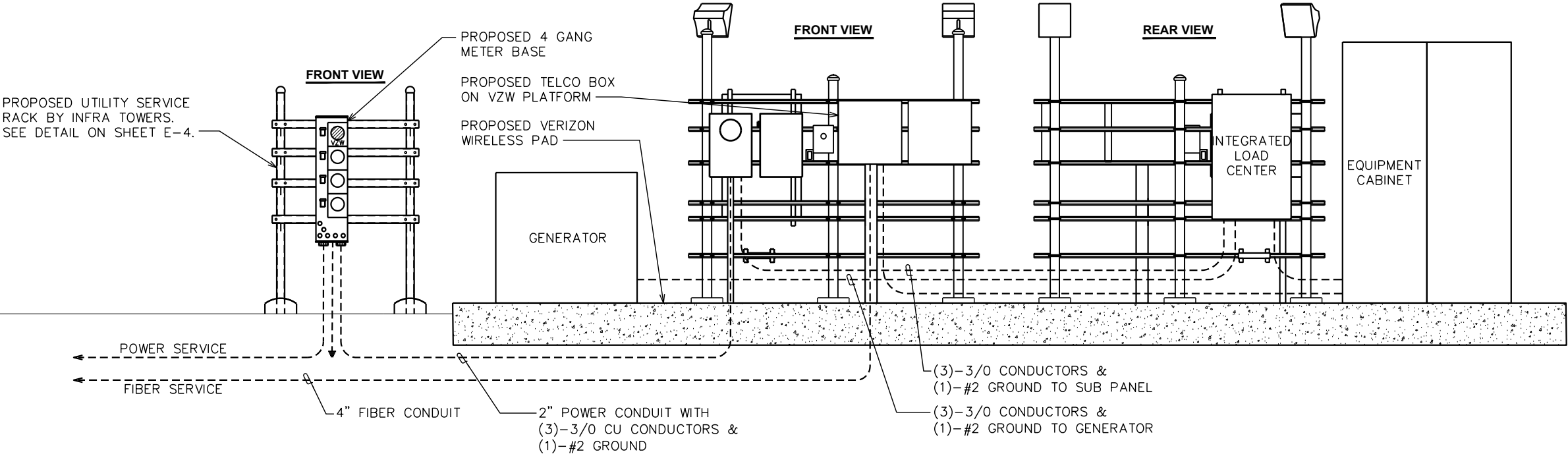
TEP#:333909.88

**ILC POWER PANEL SCHEDULE 120/240V 200A**

LOAD SERVED	VOLT AMPERES (WATTS)		TRIP	CKT #	PHASE	CKT #	TRIP	VOLT AMPERES (WATTS)		LOAD SERVED
	L1	L2						L1	L2	
PROPOSED VZW LOAD	7280		200A	1	A	2	20A	1500		BLOCK HEATER
		7280		3	B	4	20A		480	BATTERY CHARGER
-	-		-	5	A	6	-	-		-
-		-	-	7	B	8	-		-	-
-	-		-	9	A	10	-	-		-
-		-	-	11	B	12	-		-	-
-	-		-	13	A	14	-	-		-
-		-	-	15	B	16	-		-	-
-	-		-	17	A	18	-	-		-
-		-	-	19	B	20	-		-	-
-	-		-	21	A	22	-	-		-
-		-	-	23	B	24	-		-	-
-	-		-	25	A	26	-	-		-
-		-	-	27	B	28	-		-	-
-	-		-	29	A	30	-	-		-
-		-	-	31	B	32	-		-	-
-	-		-	33	A	34	-	-		-
-		-	-	35	B	36	-		-	-
-	-		-	37	A	38	-	-		-
-		-	-	39	B	40	-		-	-
-	-		-	41	A	42	-	-		-
-		-	-	43	B	44	-		-	-
-	-		-	45	A	46	-	-		-
-		-	-	47	B	48	-		-	-
VOLT AMPS	7280	7280						1500	480	VOLT AMPS
L1 VOLT AMPERES L1 AMPS				8780	7760	L2 VOLT AMPERES L2 AMPS MAX AMPS MAX AMPS x125% X 110% FOR MAIN				
				73.2	64.6					
				73.2						
				91.5						
				100.6						

**NOTES:**

- ELECTRICAL SERVICE SHALL BE 800A, 120/240V, 1 $\phi$  3 WIRE.
- SERVICE SHALL BE INSTALLED WITH A BREAKER TYPE DISCONNECT.
- WHEN UTILITY COMPANY REQUIRES A SERVICE DISCONNECT OTHER THAN THE MAIN BREAKER IN POWER PANEL OF THE UTILITY CABINET, REMOVE BONDING JUMPER IN EQUIPMENT SHELTER AND BOND SERVICE DISCONNECT PER NEC REQUIREMENTS.
- POWER PANEL SCHEDULE SHOWN IS FOR REFERENCE ONLY, ACTUAL LOADING MIGHT VARY DEPENDING ON FINAL EQUIPMENT CONFIGURATION, BUT WILL NOT EXCEED 200A.

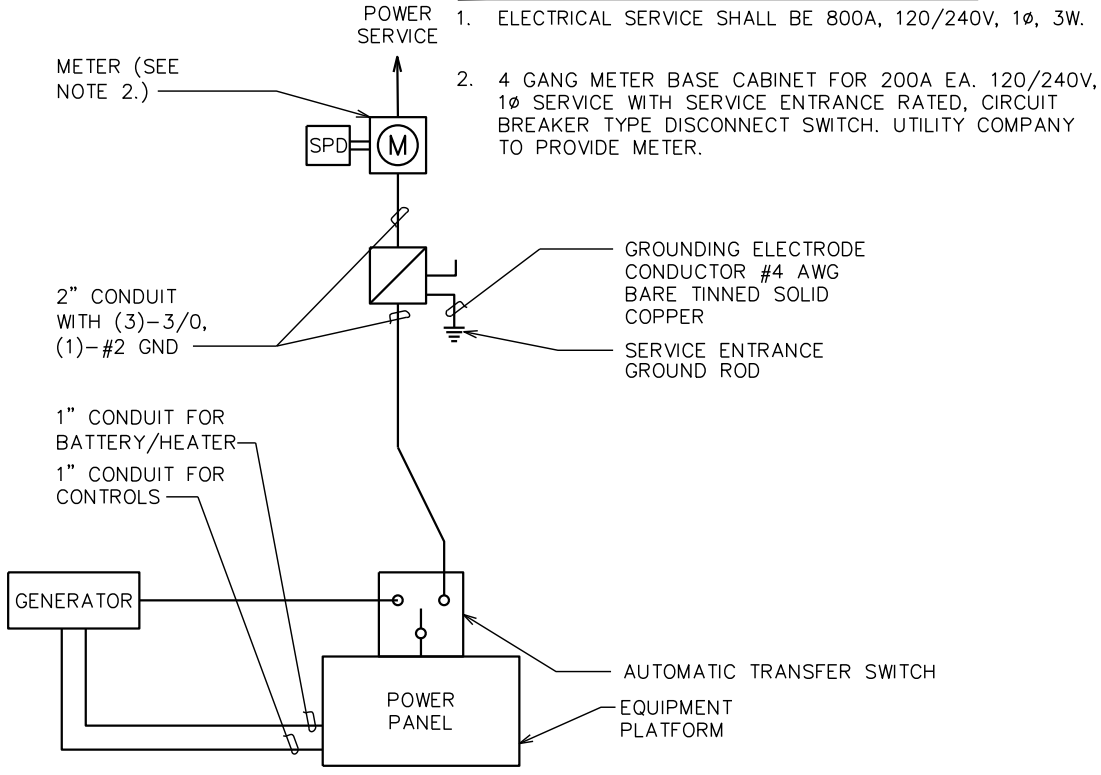


**ONE-LINE ELEVATION**

SCALE: N.T.S.



ONE LINE DIAGRAM NOTES:

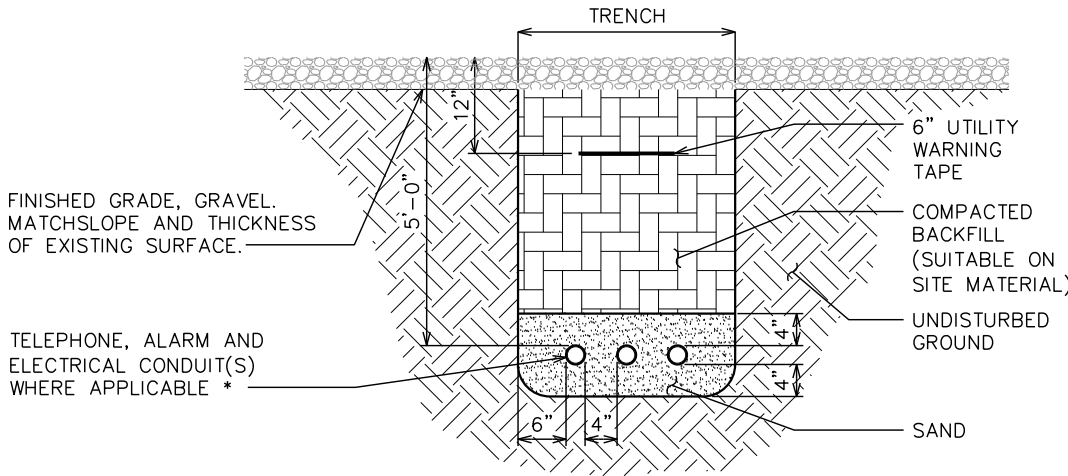


ONE-LINE DETAIL

SCALE: N.T.S.

NOTES:

1. ACTUAL SEPARATION OF CONDUITS TO BE DETERMINED BY SITE SPECIFIC REQUIREMENTS.
2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
3. PROVIDE RGS CONDUIT AND ELBOWS AT STUB UP LOCATIONS (I.E. SERVICE POLES, EQUIPMENT, ETC.)
4. PROVIDE RGS CONDUIT FOR INSTALLATIONS BELOW PARKING LOTS AND ROADWAYS.



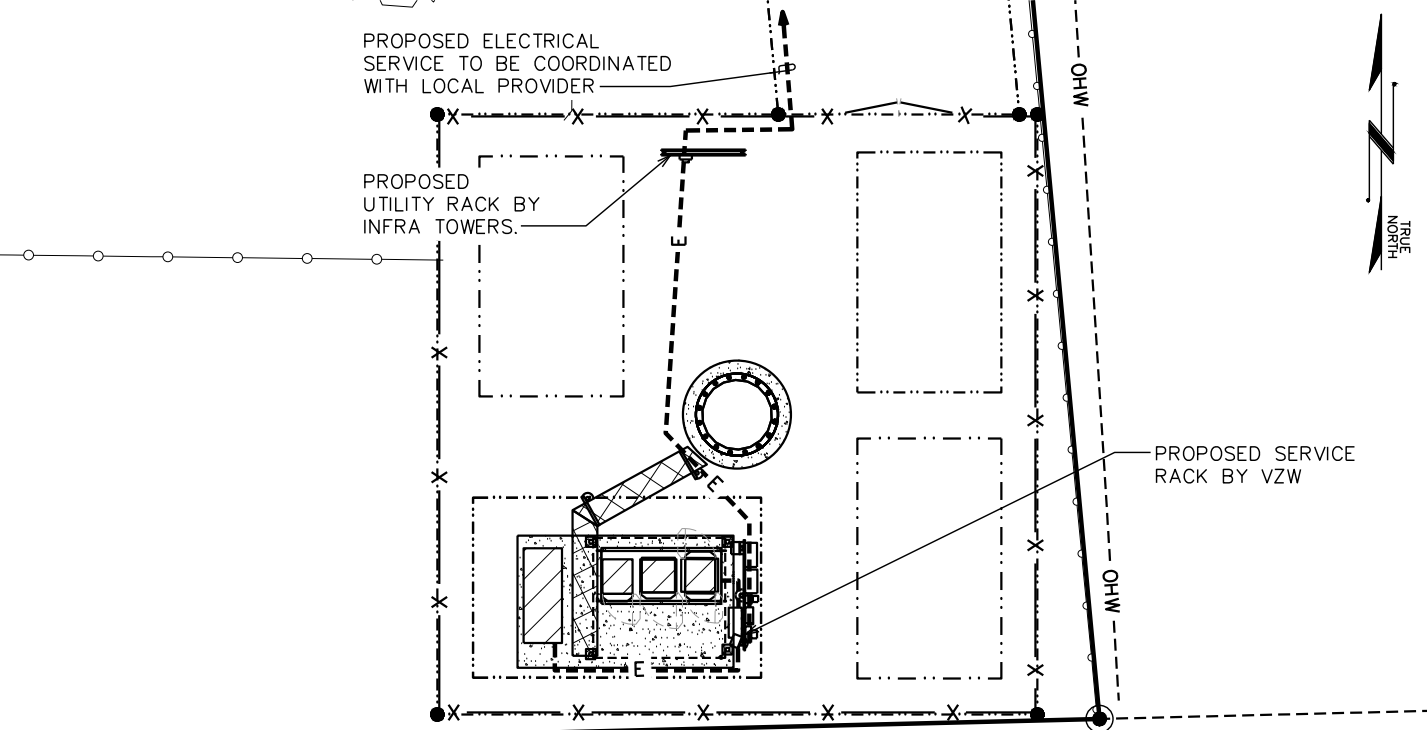
\* CONDUIT SEPARATION & DEPTH DIMENSIONS TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.

UNDERGROUND CONDUIT(S) TRENCH DETAIL

SCALE: N.T.S.

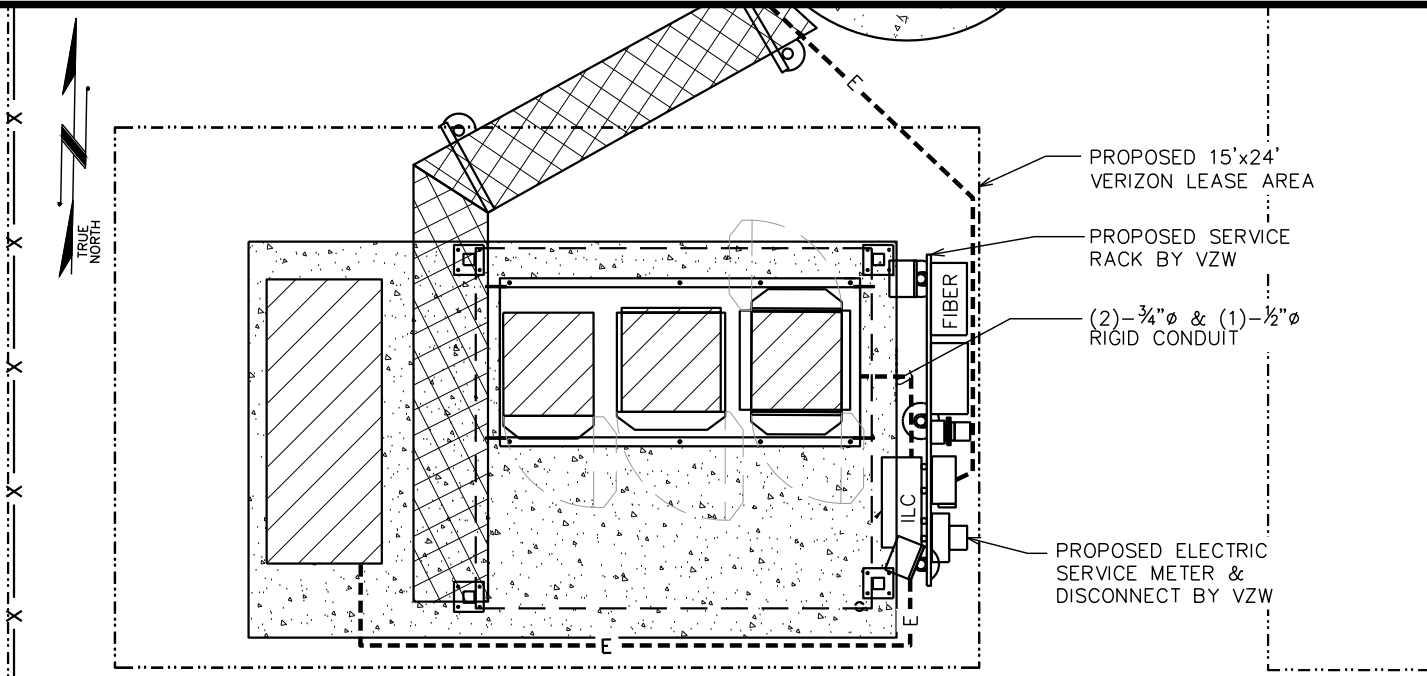
NOTES:

1. ALL TELCO CONDUITS ARE TO BE STUBBED IN D-MARC LOCATION.
2. ALL POWER CONDUITS ARE TO BE TERMINATED AT THE METER CENTER.
3. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO TRENCHING. ANY DAMAGE CAUSED TO THE EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. ALL CONDUITS SHALL BE INSTALLED PRIOR TO FINISH GRADING, GEOFABRIC, AND STONE INSTALLATION.
5. CONTRACTOR SHALL INSTALL SWEEPS AT ALL CONDUIT DIRECTION CHANGES.



POWER AND TELCO PLAN

SCALE: 1/16" = 1'-0"



VERIZON POWER AND TELCO PLAN

SCALE: 3/16" = 1'-0"

PROJECT INFORMATION:

**UT-109**

**SPANISH VALLEY**

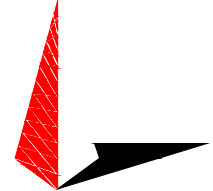
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

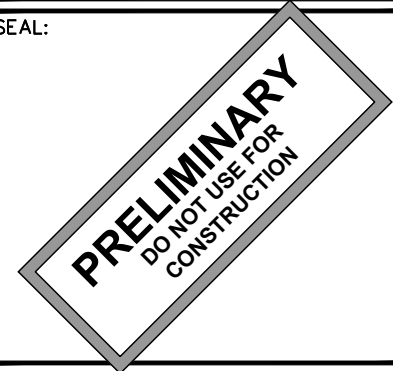
PLANS PREPARED BY:



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OFFICE: (303) 566-9914  
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DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:

**POWER/TELCO  
PLAN AND ONE-LINE  
DIAGRAM**

SHEET NUMBER: **E-3**

REVISION: **1**

TEP#:333909.88

NOTES:

- 1 REFER TO THE SITE LAYOUT PLAN FOR THE EXACT LOCATION OF THE H-FRAME.

2 CONTRACTOR TO COORDINATE WITH LOCAL UTILITY COMPANY FOR METER.

3 ROCKY MOUNTAIN POWER TO PROVIDE AND INSTALL METER SOCKET.

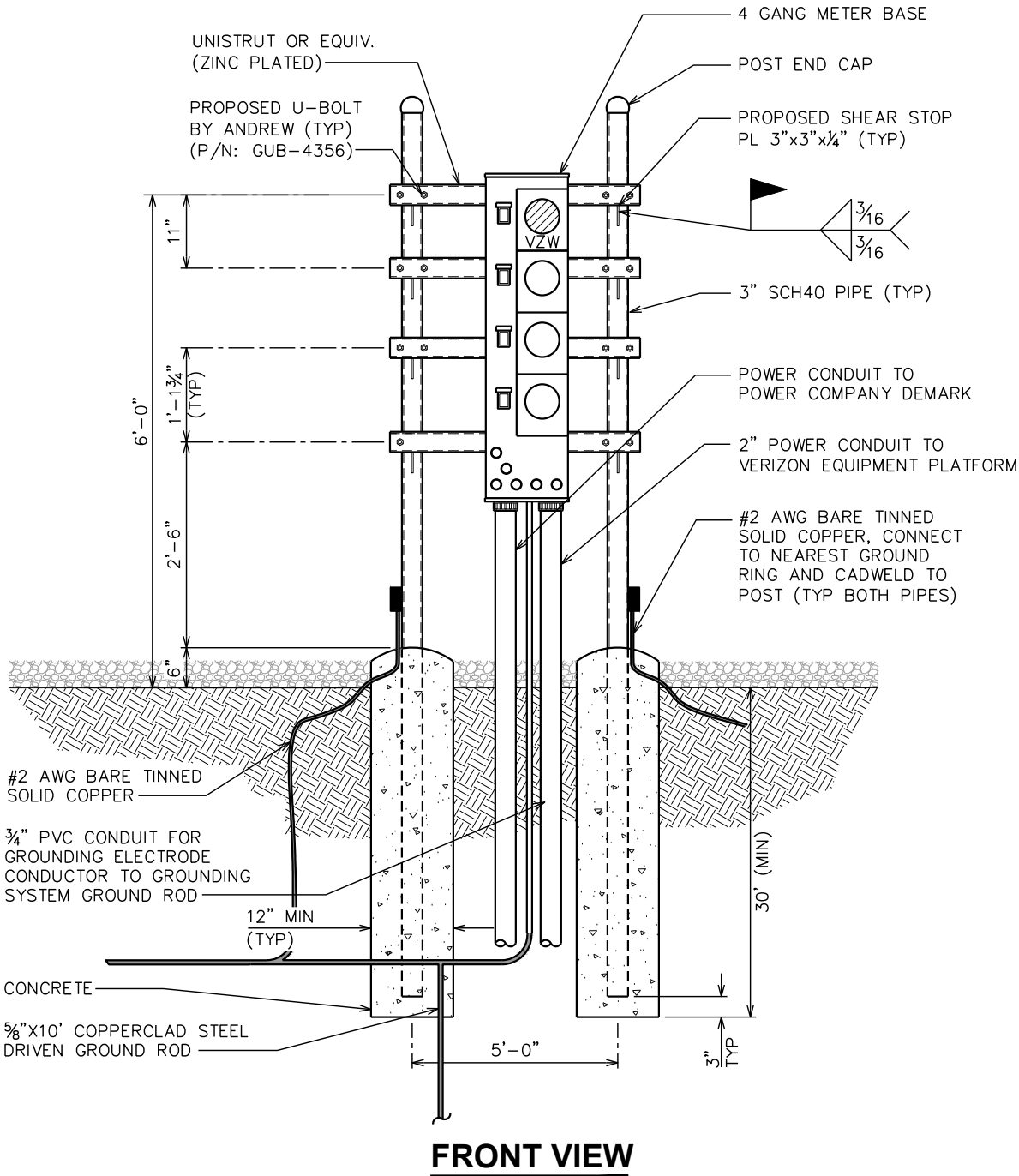
4 CONTRACTOR TO ENSURE METER RACK WORKING SPACES REQUIRED BY THE NEC (ART. 110.26), STATE, OR LOCAL CODES ARE MAINTAINED BOTH ON THE FRONT SIDE AND THE BACK SIDE OF THE H-FRAME PRIOR TO INSTALLATION.

5 SHOW LOCATION (INCLUDING DIMENSIONS) OF ALL CAPPED UNDERGROUND CONDUIT ON FINAL AS-BUILT DRAWINGS SUBMITTED TO OWNER.
- 6 COORDINATE EXACT LOCATION OF UNDERGROUND FEEDERS AND CIRCUITRY WITH THE OWNER.

7 CONTRACTOR SHALL COORDINATE EFFORTS WITH (LOCAL, ELECTRICAL) AUTHORITY HAVING JURISDICTION (AHJ) AND OTHER TRADES TO DETERMINE "FROST" LINE, AND TYPE(S) OF RACEWAYS REQUIRED FOR INSTALLATION.

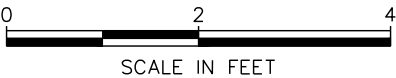
8 BOND ALL ELECTRICAL EQUIPMENT TO RACK.

9 DIMENSIONS SHOWN ARE APPROXIMATE AND MAY BE ALTERED IN THE FIELD AS APPROVED BY OWNER TO BETTER SUIT ACTUAL CONDITIONS OR EQUIPMENT RECEIVED.



SERVICE RACK DETAILS

SCALE: 1/2" = 1'-0"



PROJECT INFORMATION:

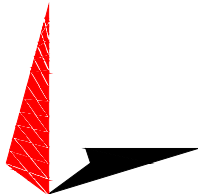
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



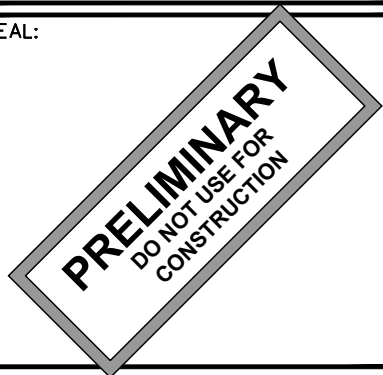
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



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4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:



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I	10-10-23	PRELIMINARY
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DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:

**INFRA TOWERS  
SERVICE  
RACK DETAILS**

SHEET NUMBER:

**E-4**

REVISION:

**1**

TEP#:333909.88



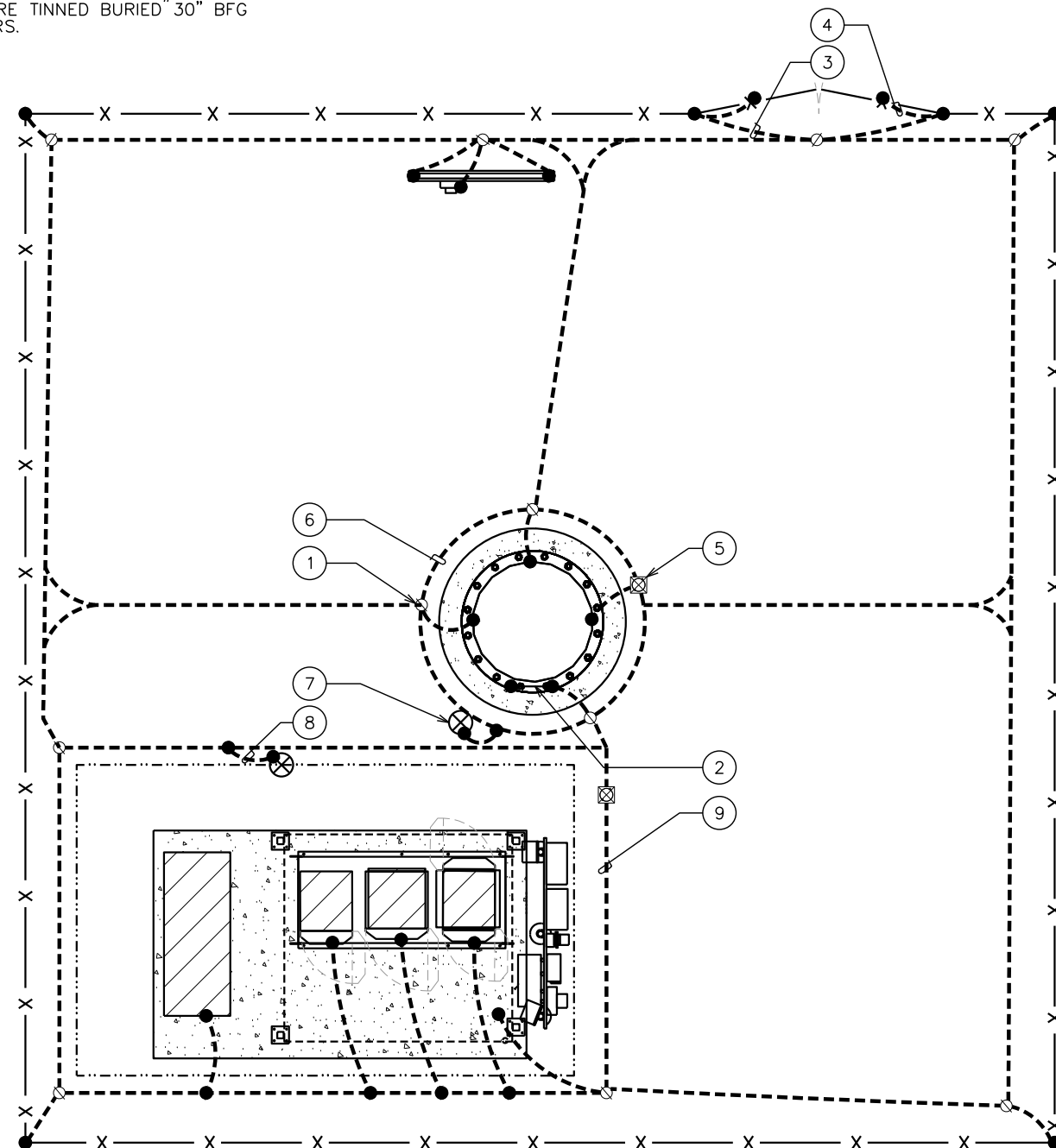
## DRAWING NOTES:

- 1 5/8"x10' COPPER GROUND ROD (TYP).
- 2 CIGBE GROUND BAR.
- 3 GATE POST BONDING. SEE DETAIL ON THIS SHEET.
- 4 FENCE GATE GROUNDING. SEE DETAIL ON THIS SHEET.
- 5 PROPOSED INSPECTION WELL. SEE DETAIL ON THIS SHEET.
- 6 PROPOSED TOWER GROUND RING. #2 COPPER CONDUCTOR-BARE TINNED BURIED 30" BFG BY INFRA TOWERS.

- 7 ICE BRIDGE SUPPORT POST (TYP).
- 8 ICE BRIDGE SUPPORT BONDING CONDUCTOR. #2 COPPER CONDUCTOR-BARE TINNED BURIED 30" BFG (TYP).
- 9 VERIZON EQUIPMENT GROUND SYSTEM. SEE VERIZON STANDARD DETAIL INDEX FOR GROUNDING DETAILS.

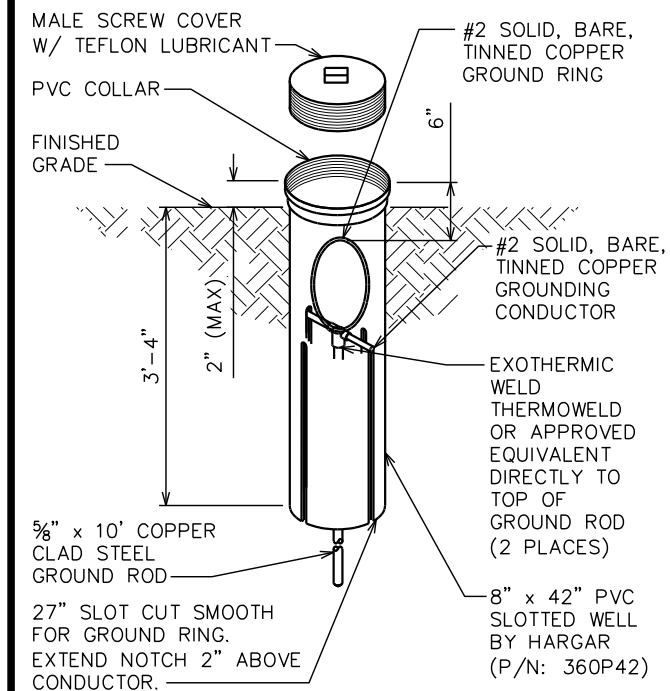
## GROUNDING NOTES

1. GROUNDING ELECTRODES SHALL BE CONNECTED IN A RING USING #2 SOLID CONDUCTOR. THE TOP OF THE GROUND RODS AND THE RING CONDUCTOR SHALL BE 30" (MIN) BELOW FINISHED GRADE. GROUNDING ELECTRODES SHALL BE DRIVEN ON 10'-0" CENTERS. (6'-0" MINIMUM; 16'-0" MAXIMUM.)
2. BONDING OF THE GROUNDED CONDUCTOR (NEUTRAL) AND THE GROUNDING CONDUCTOR SHALL BE AT THE SERVICE DISCONNECTING MEANS. BONDING JUMPER SHALL BE INSTALLED PER N.E.C. ARTICLE 250.30.



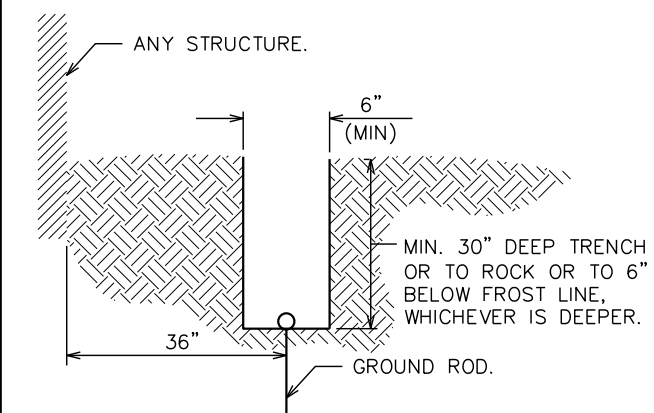
## TYPICAL GROUNDING PLAN

SCALE: N.T.S.



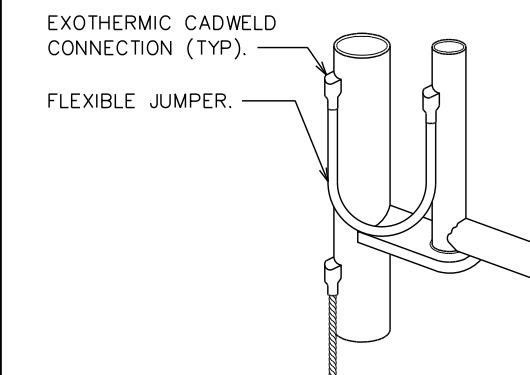
## INSPECTION WELL DETAIL

SCALE: N.T.S.



## TRENCH DETAIL

SCALE: N.T.S.



## GROUNDING AT GATE POST

SCALE: N.T.S.

Item 5.

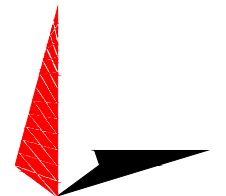
PROJECT INFORMATION:  
**UT-109**  
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4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



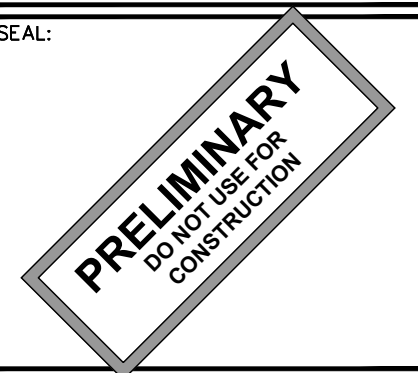
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DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:

**GROUNDING PLAN  
AND DETAILS**

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

TEP#:333909.88

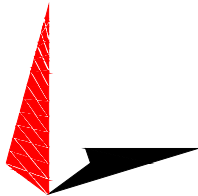
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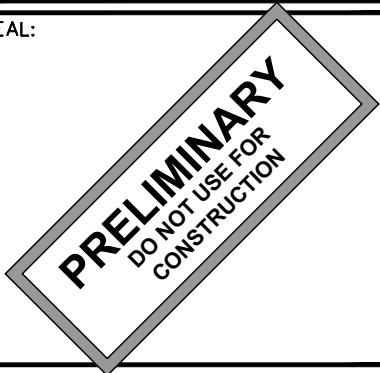
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SHEET TITLE:

**GROUNDING  
DETAILS**

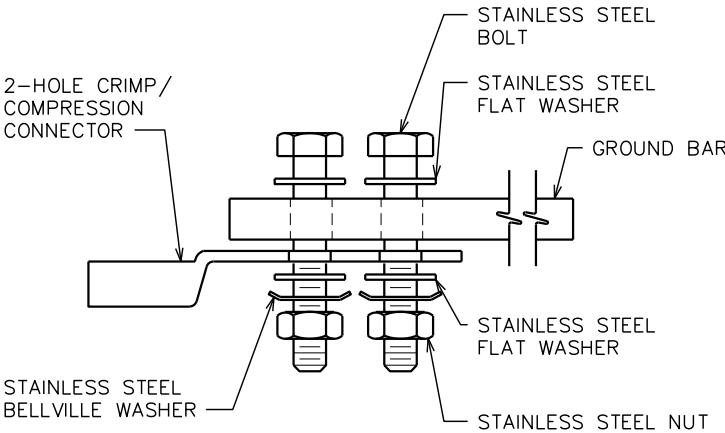
SHEET NUMBER:

**G-2**

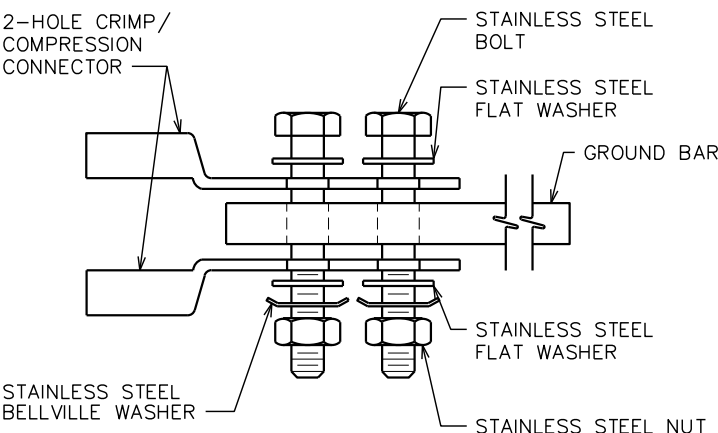
REVISION:

**1**

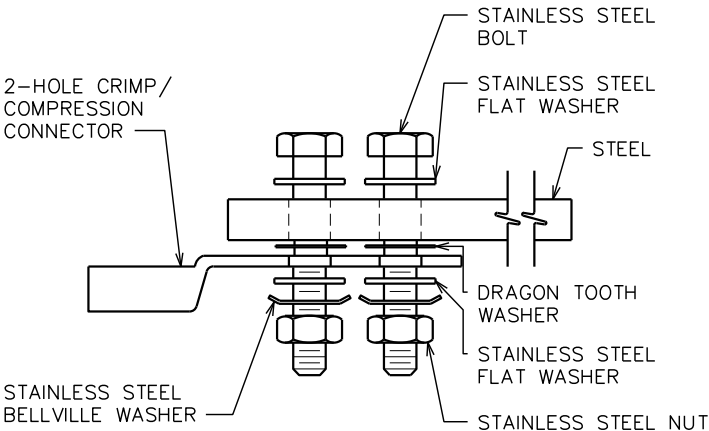
TEP#:333909.88



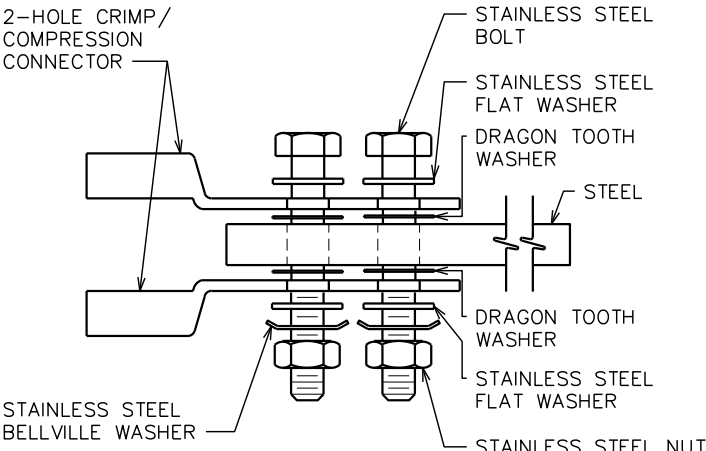
**SINGLE CONNECTOR AT GROUND BARS**



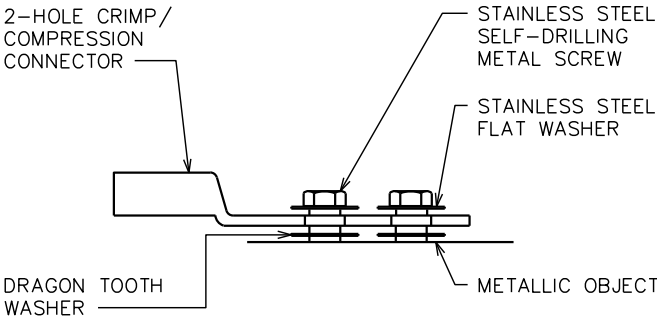
**BACK TO BACK CONNECTOR AT GROUND BARS**



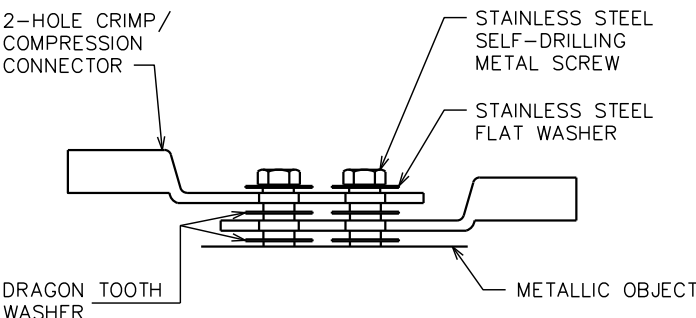
**SINGLE CONNECTOR AT STEEL OBJECTS**



**BACK TO BACK CONNECTOR AT STEEL OBJECTS**



**SINGLE CONNECTOR AT METALLIC/STEEL OBJECTS**



**BACK TO BACK CONNECTOR AT METALLIC/STEEL OBJECTS**

**NOTES:**

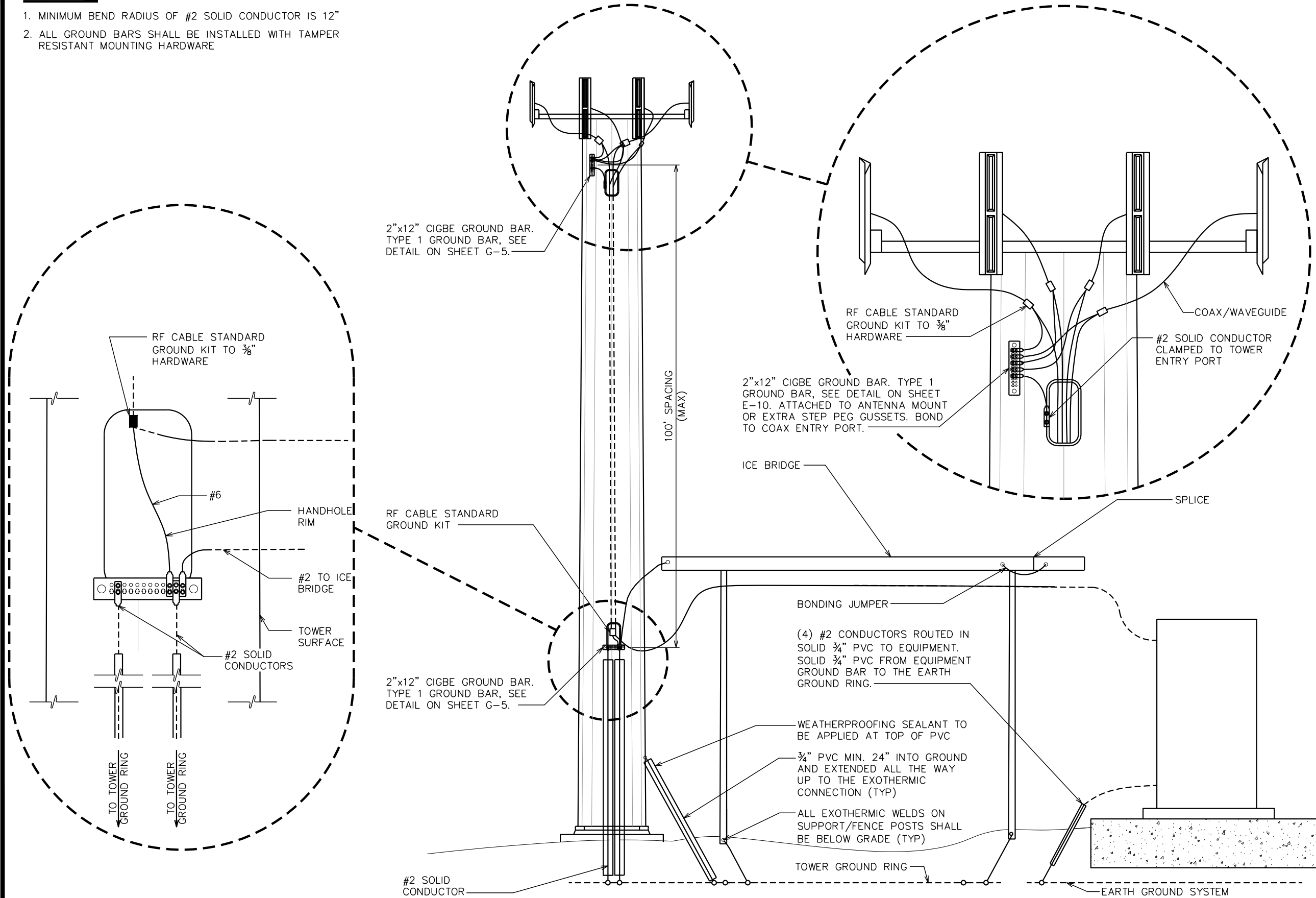
1. CHOOSE BOLT LENGTH TO ALLOW A MIN. OF THREE THREADS EXPOSED.
2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF THE CONNECTOR.
3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF CONNECTOR AND WIPE OFF EXCESS COMPOUND.
4. APPLY CLEAR HEAT SHRINK OVER ENTIRE LENGTH OF LABEL FOR PROTECTION. (REFER TO CONDUCTOR LABELS SECTION.)

**CONNECTOR AND HARDWARE DETAIL**

SCALE: N.T.S.

NOTES:

1. MINIMUM BEND RADIUS OF #2 SOLID CONDUCTOR IS 12"  
2. ALL GROUND BARS SHALL BE INSTALLED WITH TAMPER RESISTANT MOUNTING HARDWARE



TYPICAL ICE BRIDGE, COAX, STANCHION, AND TOWER GROUNDING DETAIL

SCALE: N.T.S.

PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:  
**INFRA**  
TOWERS  
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:  
**TOWER ENGINEERING PROFESSIONALS**  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:  
**PRELIMINARY**  
DO NOT USE FOR  
CONSTRUCTION

REV	DATE	ISSUED FOR:
I	10-10-23	PRELIMINARY
O	09-21-23	PRELIMINARY

DRAWN BY: MKB CHECKED BY: KES

SHEET TITLE:  
**GROUNDING  
DETAILS II**

SHEET NUMBER:  
**G-3**  
REVISION:  
**1**  
TEP#:333909.88

Item 5.

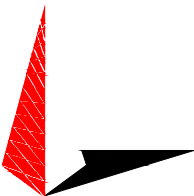
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



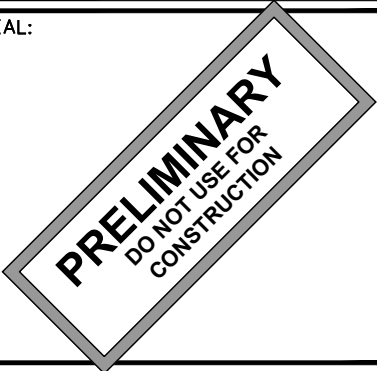
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



**TOWER ENGINEERING PROFESSIONALS**  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:

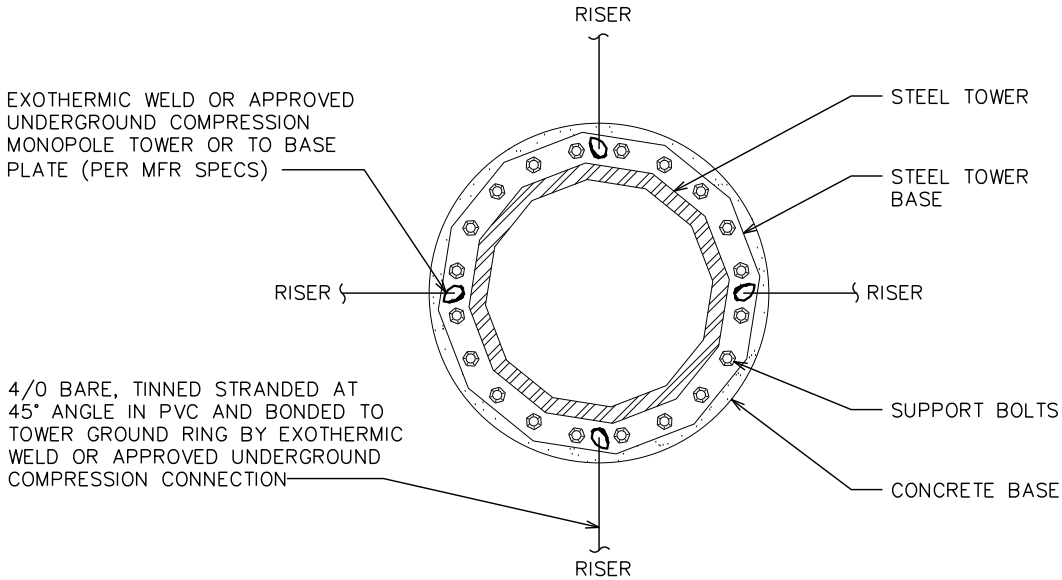


REV	DATE	ISSUED FOR:
1	10-10-23	PRELIMINARY
0	09-21-23	PRELIMINARY

DRAWN BY: MKB    CHECKED BY: KES

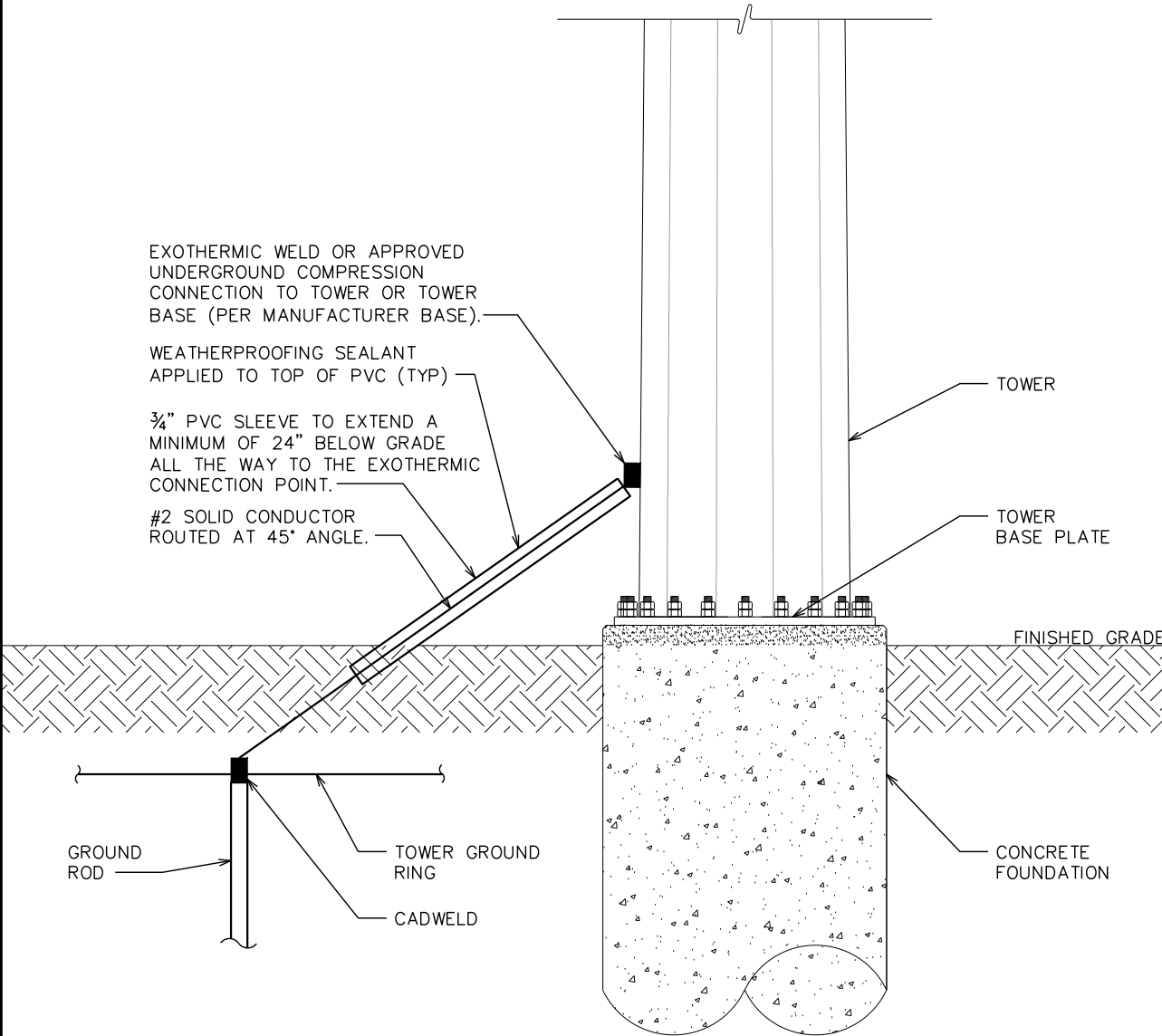
SHEET TITLE:  
**GROUNDING  
DETAILS III**

SHEET NUMBER: <b>G-4</b>	REVISION: <b>1</b> TEP#:333909.88
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**TOWER BASE GROUNDING DETAIL**

SCALE: N.T.S.

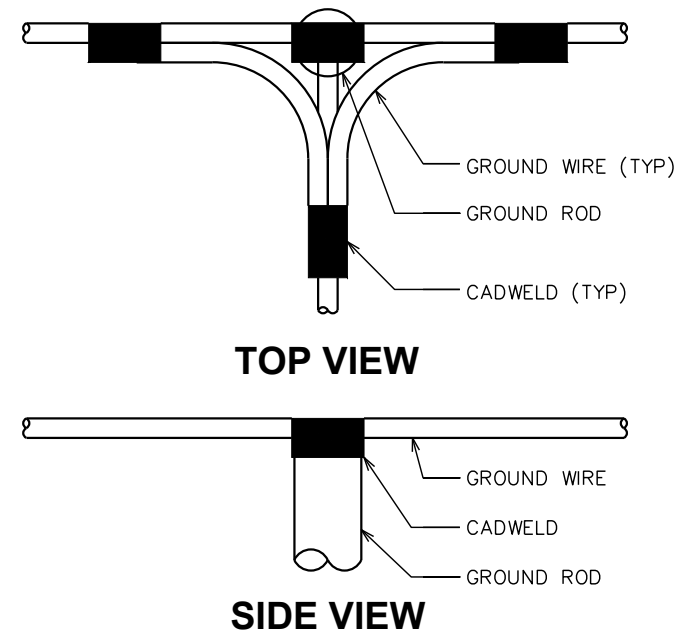


**TOWER GROUNDING**

SCALE: N.T.S.

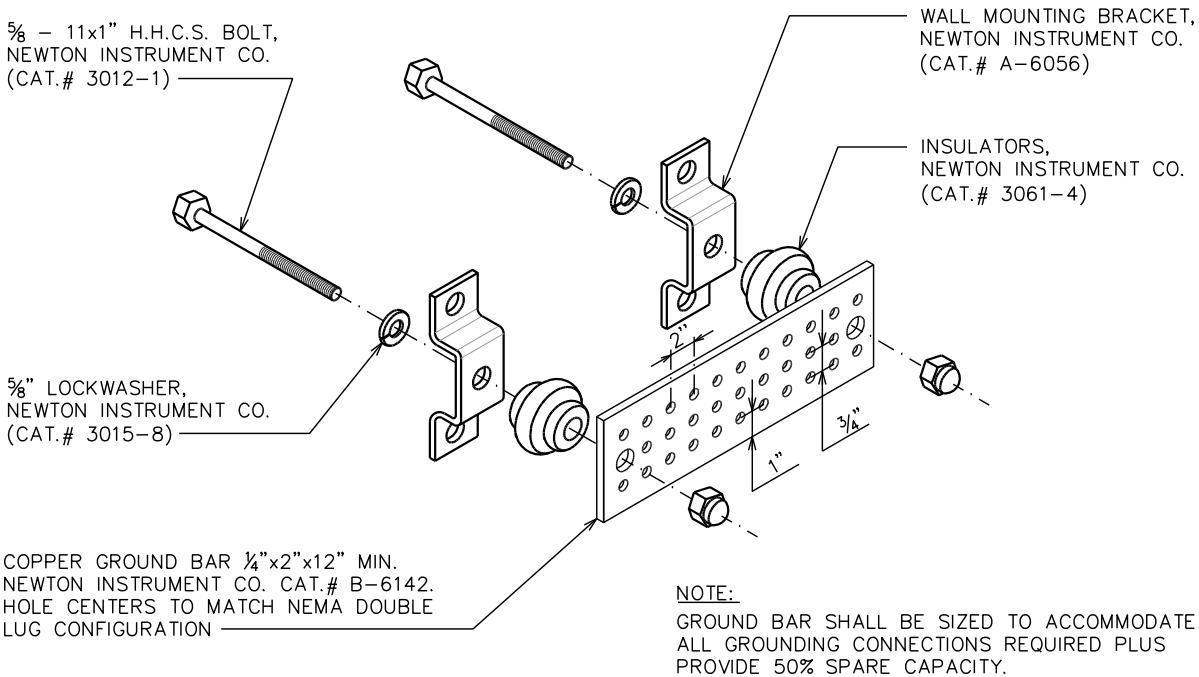
NOTE:

MINIMUM SPACING OF 12"  
BETWEEN ALL CADWELDS



CADWELD GROUNDING DETAIL

SCALE: N.T.S.



STANDARD GROUND BAR DETAIL

SCALE: N.T.S.

Item 5.

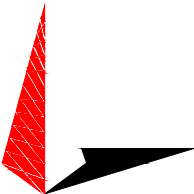
PROJECT INFORMATION:  
**UT-109**  
**SPANISH VALLEY**  
4326 E SUNNY ACRES LN  
SPANISH VALLEY, UT 84532  
(SAN JUAN COUNTY)

PLANS PREPARED FOR:



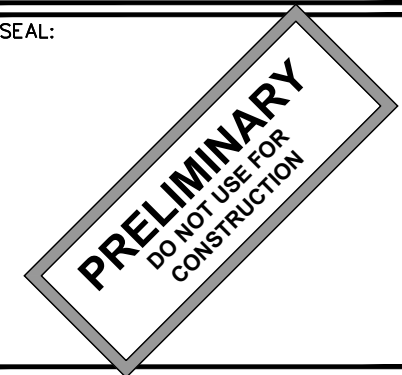
1800 DIAGONAL ROAD, SUITE 600  
ALEXANDRIA, VA 22314

PLANS PREPARED BY:



**TOWER ENGINEERING PROFESSIONALS**  
4700 DAHLIA STREET  
DENVER, CO 80216  
OFFICE: (303) 566-9914  
www.tepgroup.net

SEAL:



REV	DATE	ISSUED FOR:
I	10-10-23	PRELIMINARY
O	09-21-23	PRELIMINARY

DRAWN BY: MKB | CHECKED BY: KES

SHEET TITLE:

**GROUNDING  
DETAILS IV**

SHEET NUMBER: <b>G-5</b>	REVISION: <b>1</b>
TEP#:333909.88	



Date: November 2, 2023

To: Tierney Rowe; Infra Towers, LLC

Re: Coverage assessment and alternative site analysis; Spanish Valley, UT

Dear Ms. Rowe,

TeleMtn Engineering has completed an assessment of Verizon's current and proposed wireless coverage in and around Spanish Valley and Moab, UT, and along US-191 into San Juan County, UT. The assessment was focused on the following three factors:

- 1) Current coverage in the Spanish Valley area, and the demonstrated need for additional indoor coverage as well as extended coverage along US-191 to the south.
- 2) Coverage enhancements provided by the proposed new wireless facility in the vicinity of Spanish Valley and Moab, UT.
- 3) Suitability of existing towers for the purpose of providing the desired coverage, as alternatives to the proposed new wireless facility.

**Methodology:**

This analysis was completed using a professional quality propagation modelling and network planning tool (Forsk, Atoll). The site configurations modelled were "typical" of configurations used by the leading national wireless service providers and the antenna orientations modelled were optimized for the desired service area. The technology modelled was LTE in the AWS band (2100Mhz). Coverage thresholds used are likewise "typical" for the leading national carriers and are reasonable representations of coverage for highly reliable voice and data usage.

**Findings:**

The current indoor coverage in the Spanish Valley can be broadly characterized as marginal. Some areas with a favorable line of sight to existing cell sites may experience adequate service, while others may have unreliable or no service at all. Likewise, in-vehicle coverage may also be "spotty" depending on location, especially along US-191 south of the Grand-San Juan County line.

The proposed new wireless facility will provide substantial new coverage in and around Spanish Valley, as well as on US-191 south of Spanish Valley. The coverage enhancements will be particularly pronounced for in-building use. This point is significant given that the latest survey released by the Centers for Disease Control and Prevention (attached) shows that ~75%



of Utahns live in a “wireless only” household. In addition to the in-building coverage improvements, the proposed site will improve coverage and reliability for vehicular usage along US-191 through Spanish Valley, and to the south.

Predicted coverage from the five existing sites identified within a seven-mile radius of the proposed site did not show significant coverage improvements in the desired coverage area of Spanish Valley. In addition, the relative proximity of these sites to Verizon’s current sites, and further distance from the target coverage area, would create interference to the current coverage area without any significant improvements to the target coverage area.

**Conclusion:**

It is the opinion of TeleMtn Engineering that the coverage plots in the attached report depict a clear coverage/service benefit from the proposed new wireless facility in Spanish Valley. Likewise, they also clearly show that none of the alternative locations analyzed can provide a comparable coverage benefit in the target coverage area.

**About TeleMtn Engineering:**

TeleMtn Engineering is a professional engineering firm headquartered in Nathrop, CO. TeleMtn specializes in providing engineering services to the wireless telecommunications industry. TeleMtn has extensive expertise in Radio Frequency engineering and network planning as well as in physical site design and drafting.

**About the author**

John Keating is a former co-owner of TeleMtn Engineering and a professional engineer with over 25 years of experience, engineering and evaluating commercial wireless networks. John holds a Bachelor of Science degree in Electrical Engineering from the University of Colorado.



# Spanish Valley Tower Analysis

Prepared by:  
TeleMtn Engineering  
PO Box 1453  
Salida, CO 81201



# Stated Coverage Goals

- Improved indoor coverage in Spanish Valley area
- Improved coverage for emergency use; E-911 and associated caller location accuracy.
- Improved capacity in Spanish Valley and Moab
- Improved coverage along US-191 south of Spanish Valley, into San Juan County.

# Analysis Background Details

- Coverage predictions were created using an industry-standard design tool, Atoll 3.5.
- Atoll's Standard Prediction Model was used, with slope, diffraction, and clutter loss parameters tuned for the environment.
- The terrain and land use/land clutter resolution used was 30m.
- All site predictions are based on three-sector designs with antennas oriented so as to maximize the coverage in the desired area.
- The coverage predictions depict LTE coverage in the AWS band (~2100MHz).
- The coverage thresholds depicted are typical of those used by leading wireless providers for planning highly reliable voice and data service in typical settings (in-building, in-vehicle and outdoor).

# Coverage Threshold Details

- **Minimum required signal strength:** In general, a signal level (RSRP) of -110dBm is considered necessary to maintain a reliable connection to an LTE network.
- **Outdoor coverage threshold:** Due to blockage from trees, buildings, terrain, multipath interference, etc., adding a 5dB margin increases the probability that the connection can be maintained in a variety of settings. The resultant outdoor signal threshold is **-105dBm**.
- **In-vehicle coverage threshold:** In-vehicle use is subject to the same fading characteristics as outdoor coverage and also by other unique factors such as the loss experienced as the signal passes through the vehicle, and by fast fade losses while traveling at speed. In all, these fading loss can vary from 8dB to 25dB, but here is assumed to be 15dB in combination with the vehicle loss. This yields an in-vehicle threshold of **-95dBm** (-110dBm + 15dB).
- **In-building coverage threshold:** Using a wireless device while inside a structure subjects the path to losses associated with the signal passing through one or more walls. In general, it is assumed that a typical wall will attenuate the strength of the outside signal by 10dB. Therefore, assuming the signal will pass through two walls, the indoor signal will have experienced a loss of 20dB. Adding in our standard "outdoor" fade margin of 5dB yields an in-building threshold of **-85dBm** (-110dBm + 25dB + 5dB).

# Evaluation of Towers Within Seven Miles of Proposed Site

- Tower #1 - AT&T/Crown Castle tower 80' (38.5394722N 109.512W)
  - Tower is too close to an existing Verizon site and thus would introduce interference.
  - Available height is too low, and distance to target coverage area is too great, to provide required improvements in Spanish Valley area
  - Location can be difficult to differentiate from existing Verizon tower in coverage maps shown as they are less than 0.1mi from one another
- Tower #2 - Existing Verizon tower 62' (38.5398306N 109.512106W)
  - Configuration (antennas, radios, etc.) depicted is optimized for coverage and performance
  - Modifications that would significantly improve coverage in Spanish Valley are not feasible given the distance to the target coverage area and the site's relatively short height. See discussion on page 7.
- Tower #3 - Sprint tower 80' (38.570275N 109.5279472W)
  - Tower is located farther away from Spanish Valley area than the nearest Verizon tower
  - Due to being located farther away, even if Verizon could go at a significantly increased elevation the tower would cause interference and degrade existing coverage.

## Other Towers Within Seven Miles (cont'd)

- Tower # 4 - Grand County MS 50' (38.56723333N 109.5473833W)
  - Tower is located farther away from Spanish Valley area than nearest existing Verizon tower and does not improve signal levels in Spanish Valley
  - Due to being located farther away, even if Verizon could go at an increased elevation the tower, interference caused by overlapping coverage would degrade existing coverage
- Tower #5 - Search and Rescue tower 60' (38.533574N 109.510094W)
  - Available height is too low, and distance to target coverage area is too great to improve service in Spanish Valley area.
  - It is doubtful that the tower can structurally support Verizon's equipment



# A Note on Tower Modifications

- Holding all other factors constant, an increase in antenna height will improve signal reception at any given location within the current coverage area. However, unless the antenna is currently obstructed by nearby trees, buildings or terrain features, and the increase will allow the antenna to clear those obstacles, an increase in antenna height (<50%) is generally not going to provide a significant extension of the current coverage area. The reason for this is that signal losses due to increased distance from the serving site will offset signal gains from the increase in antenna height.
- For example; increasing the height of Tower #2 by 50% (to ~90'), would result in a gain of received signal strength by ~3dB. If the service area of the modified tower is now expected to double, the propagation loss over the extended service area would increase by ~6dB. For this reason, modest increases in antenna height generally result in performance improvements within the original coverage area, rather than a significant increase in the extent of the coverage area. Note that the coverage thresholds shown are in 10dB increments.
- Tower increases are typically done to accommodate new tenants such that the new tenant can locate their antenna with enough clearance from current tenants to allow for independent operation, and a comparable service area, rather than an expansion of an established coverage area.

# Summary of Analysis

The propagation analysis included in this report shows that the proposed site will provide significant improvements to wireless service in Spanish Valley, as well as along US-191 south into San Juan County, mitigating existing coverage gaps in the vicinity.

None of the existing site locations evaluated can provide the same level of coverage improvement, nor will any of them meet the stated coverage goals, or close existing gaps in service to any significant degree.

The designed height of the proposed tower is necessary to provide the needed service and to allow for additional future tenants.

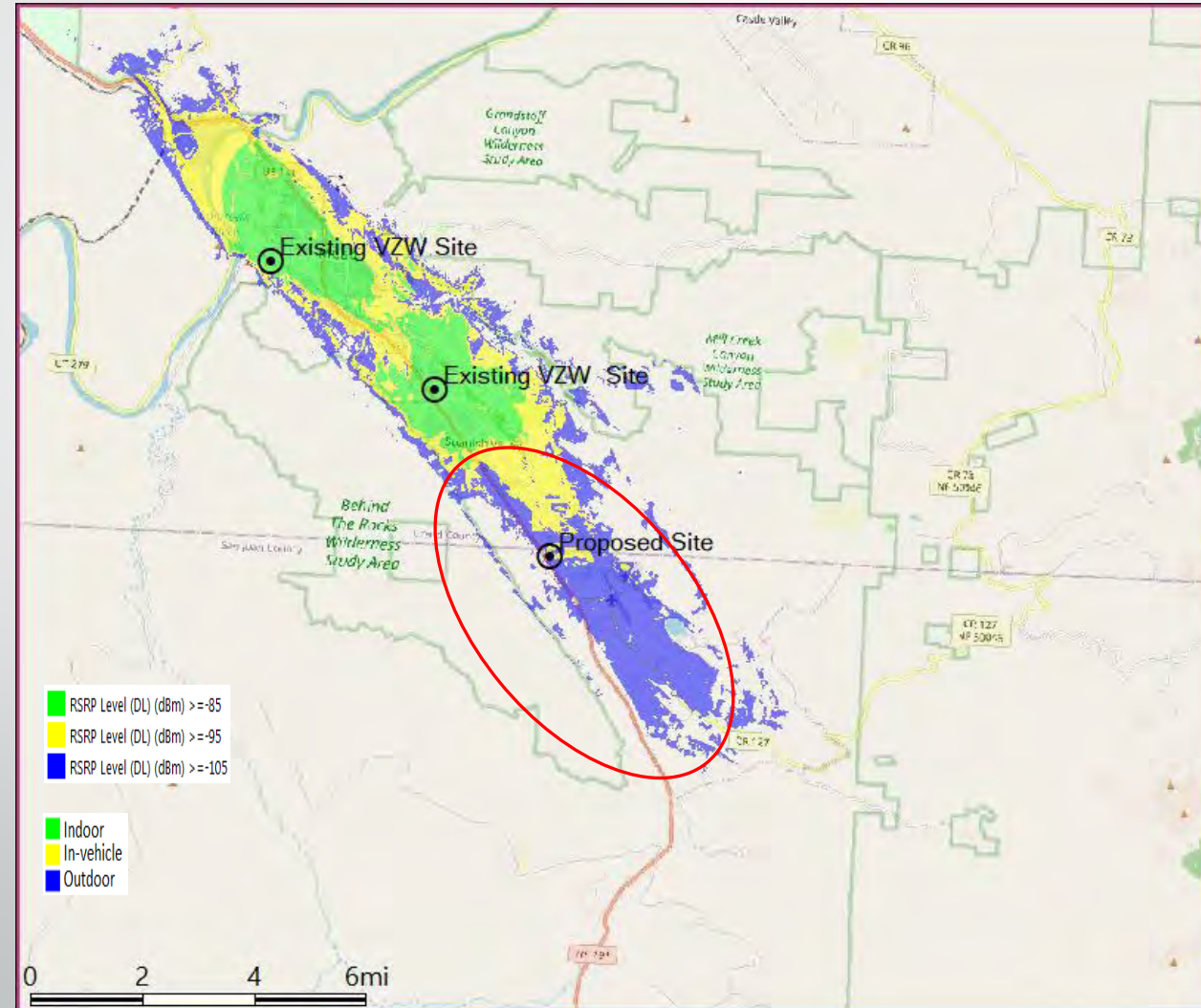


# Existing Towers within 7 mi of Proposed Site

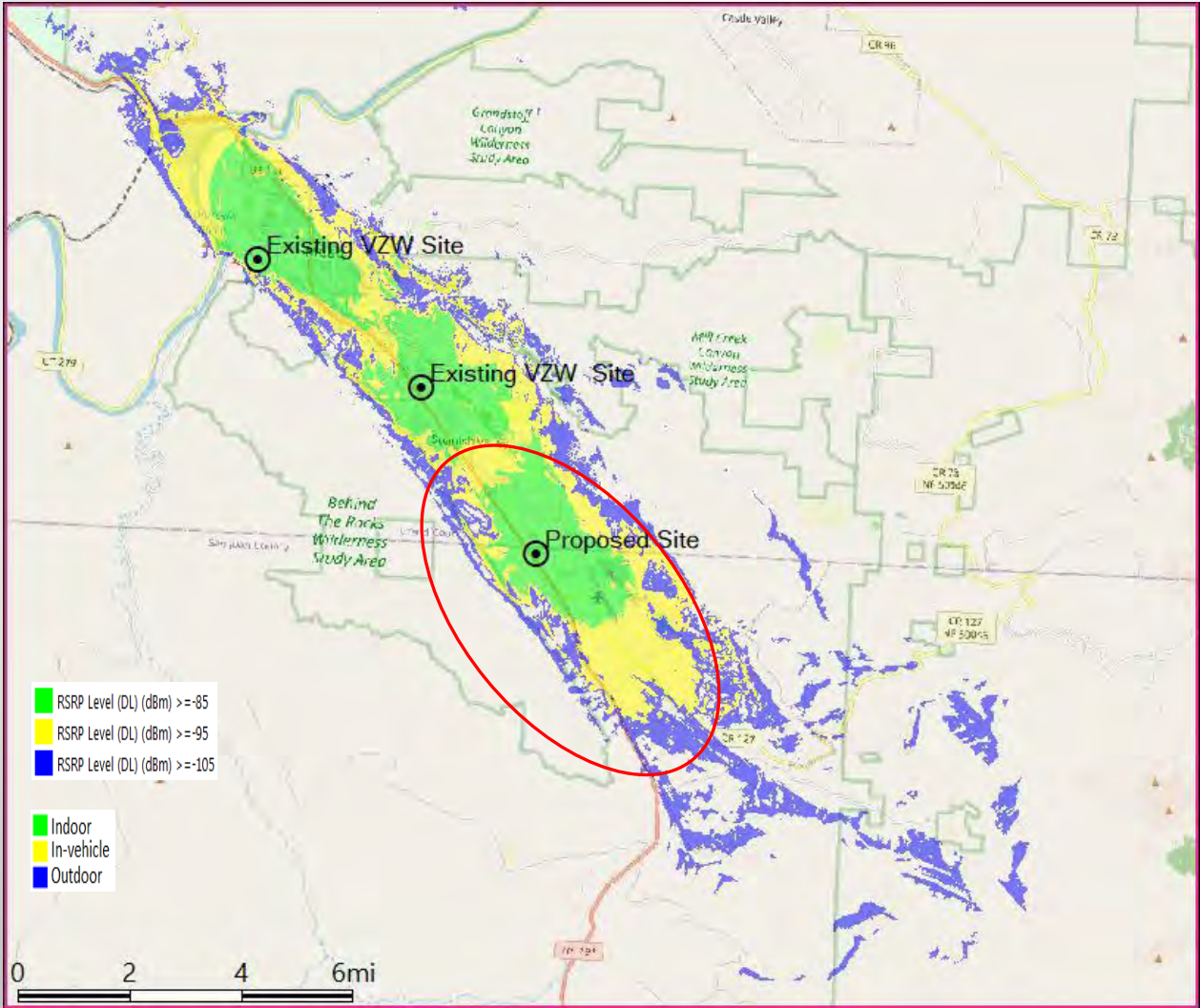




# Current Verizon Coverage (inc Tower #2)



# Verizon Coverage w/Proposed Site

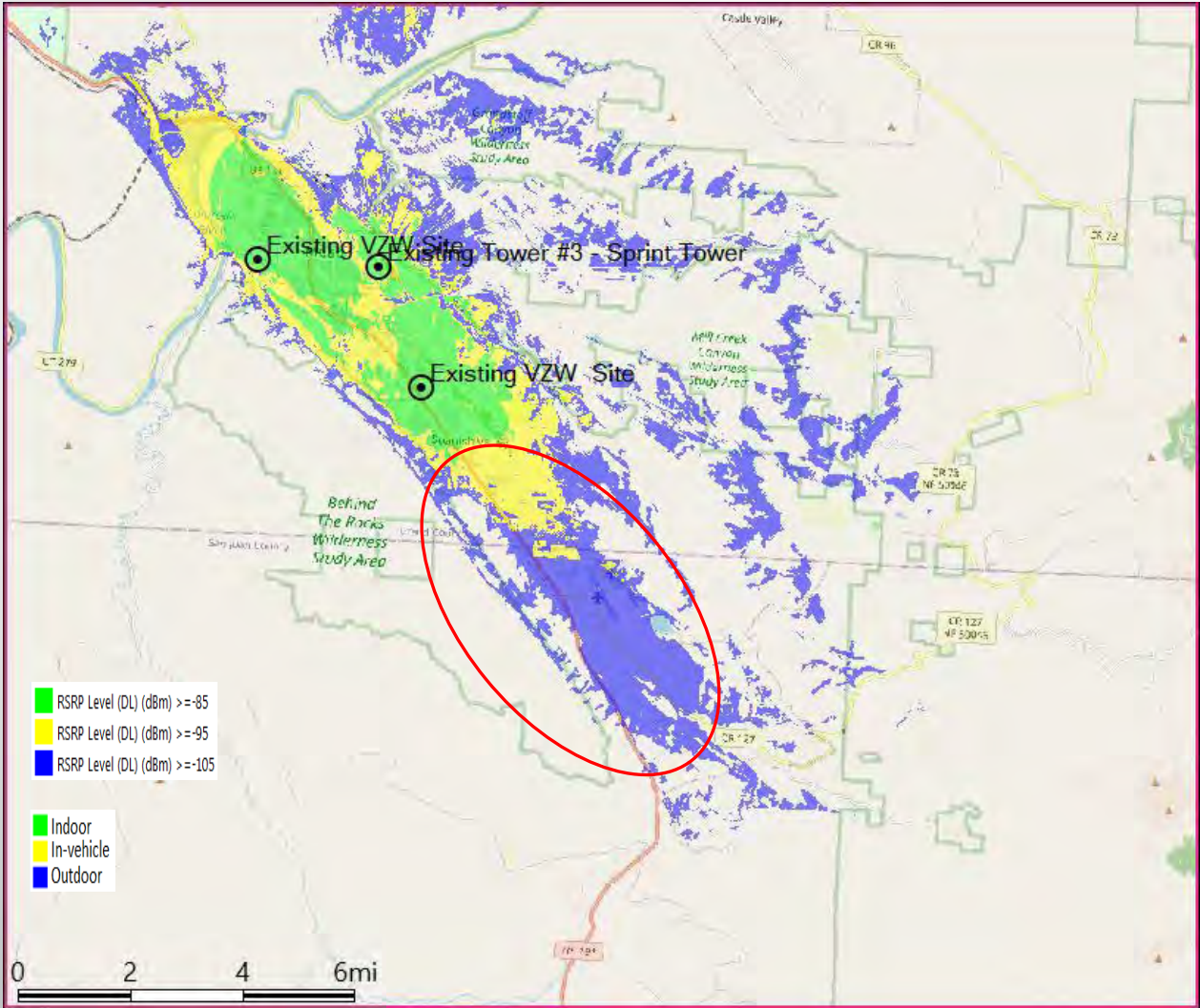




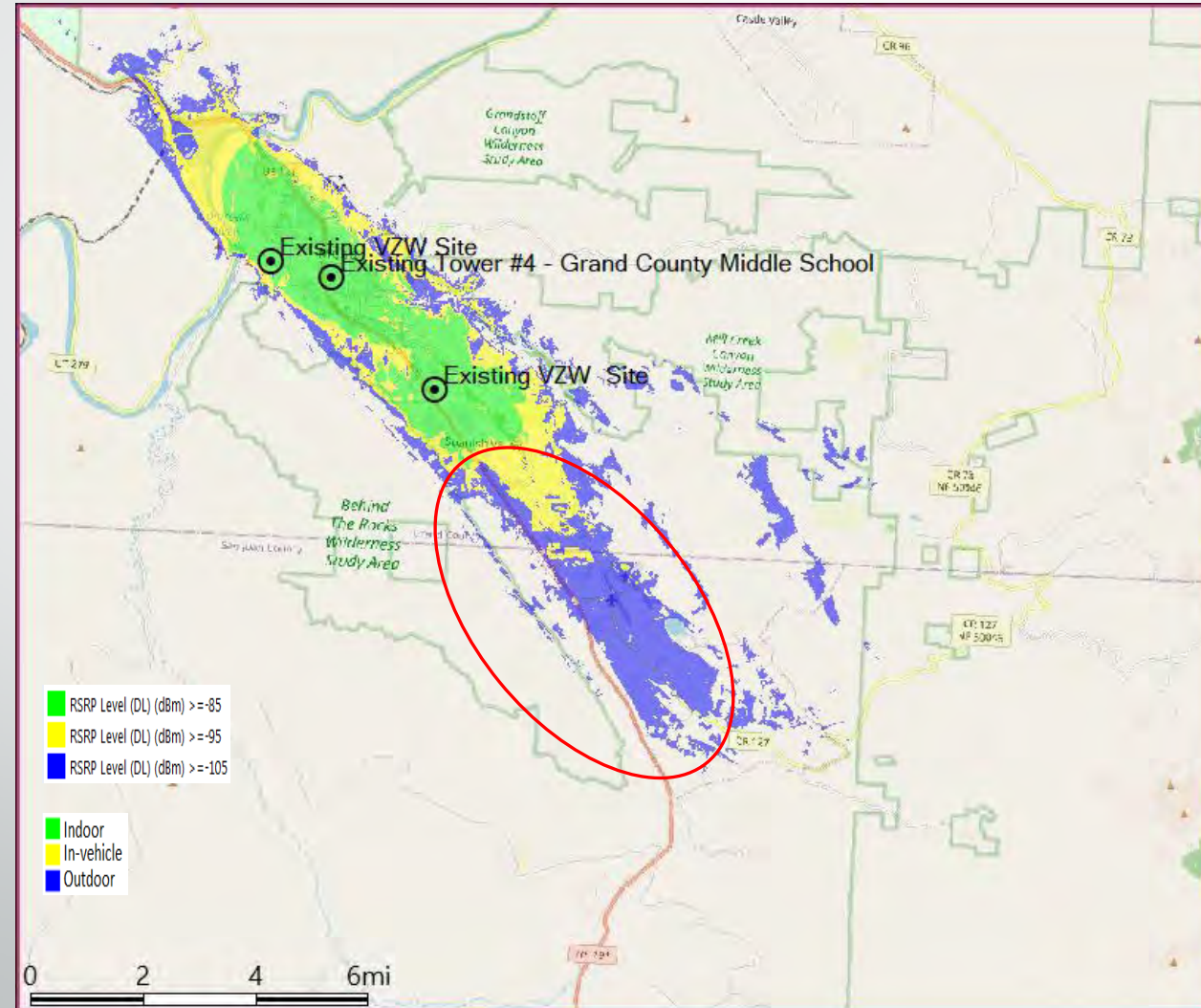




# Current Coverage w/Tower #3 "Sprint"

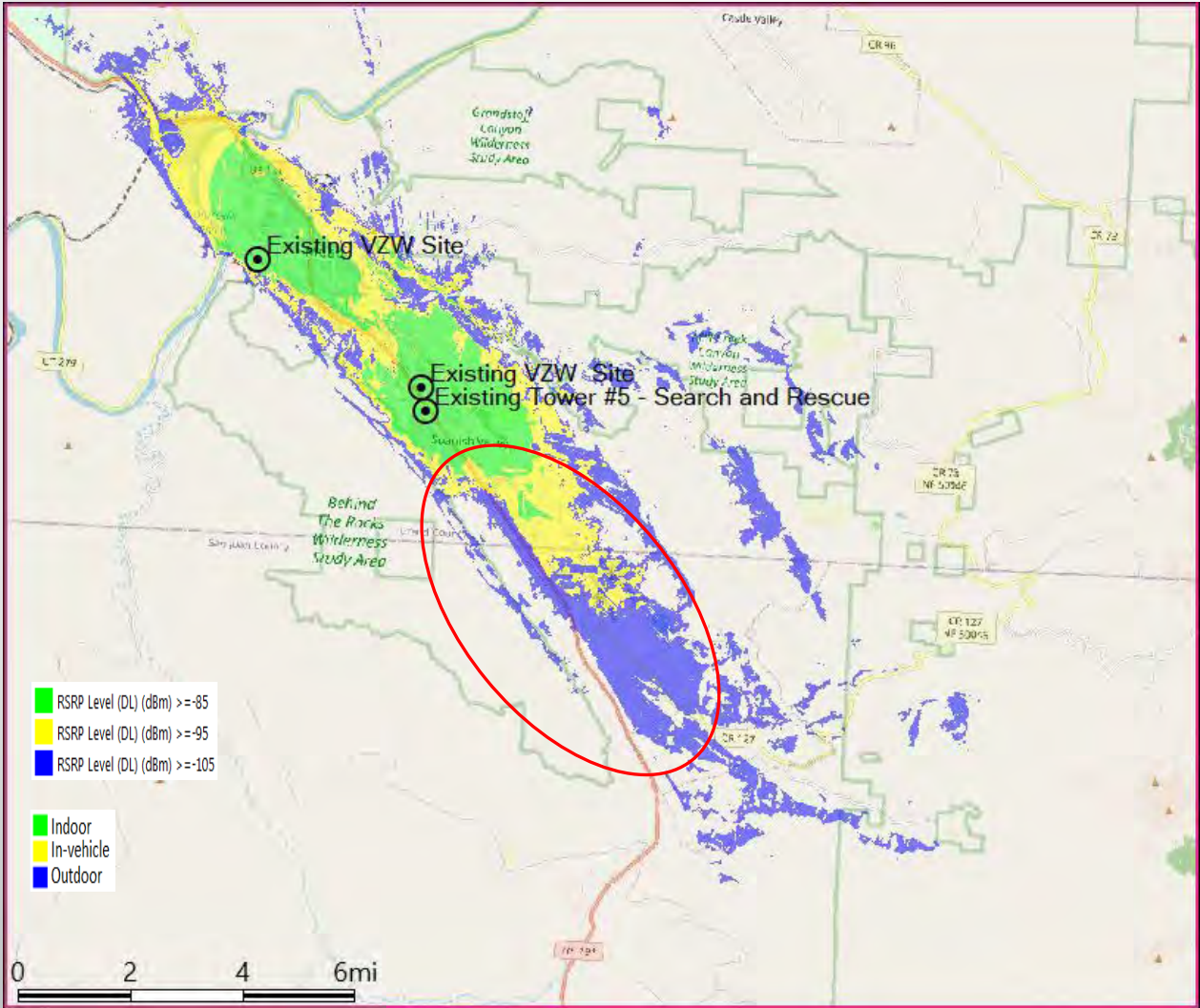


# Current Coverage w/Tower #4 "Grand Co MS"





# Current Coverage w/Tower #5 "SAR"





## National Health Interview Survey Early Release Program

## Wireless Substitution: Early Release of Estimates from the National Health Interview Survey, July-December 2022

Stephen J. Blumberg, Ph.D., and Julian V. Luke

Division of Health Interview Statistics, National Center for Health Statistics

## Overview

Since 2007, the National Health Interview Survey (NHIS) Early Release Program has regularly released preliminary estimates of the percentages of adults and children living in homes with only wireless telephones (also known as cellular telephones, cell phones, or mobile phones). These estimates are the most up-to-date estimates available from the federal government concerning the size and characteristics of this population.

Estimates in this report are based on the second six months of 2022. During this time period, 72.6% of adults and 81.9% of children lived in wireless-only households.

NHIS data can also be used to estimate the percentage of adults who live in wireless-only households and have their own wireless telephone (wireless-only adults). For July-December 2022, 71.7% of adults were wireless-only adults. Demographic subgroups with the highest percentages of wireless-only adults include adults aged 25–29 (87.6%) and 30–34 (88.4%) (**Figure**), and adults renting their homes (85.3%).

## NHIS Early Release Program

This report is published as part of the NHIS Early Release Program. Twice each year, the National Center for Health Statistics (NCHS) releases selected estimates of telephone coverage for the civilian noninstitutionalized U.S. population based on data from NHIS, along with comparable estimates from NHIS for the previous 2 years. The estimates are based on in-person interviews that are conducted throughout the year to collect information on health

status, health-related behaviors, and health care access and utilization. The survey also includes information about household telephones and whether anyone in the household has a wireless telephone.

To provide access to the most recent information from NHIS, estimates using the July–December 2022 data are being released prior to final data editing and final weighting. These estimates should be considered preliminary. Estimates produced using the final data files may differ slightly from those presented here.

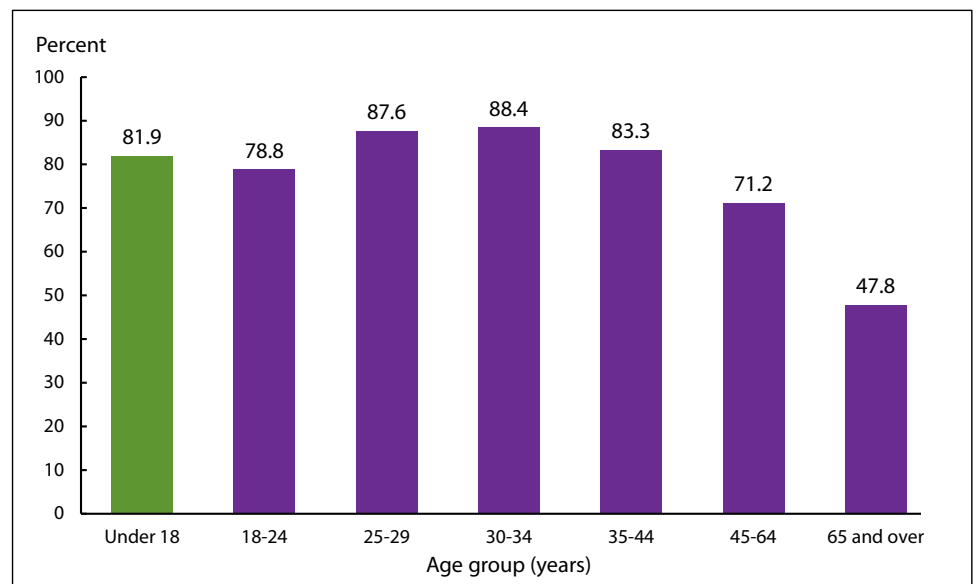
## Background

Many health surveys, political polls, and other types of research are conducted using random-digit-dial (RDD) telephone surveys. Most survey research organizations include wireless telephone

numbers when conducting RDD surveys. If they did not, the exclusion of households with only wireless telephones (along with the small proportion of households that have no telephone service) could bias results. This bias—known as coverage bias—could exist if there are differences between people with and without landline telephones for the substantive variables of interest.

Since 2003, NHIS has asked respondents about landlines and wireless telephones in their homes. Compared with adults living in landline households, adults living in wireless-only households are more likely to be people who smoke cigarettes and people who had at least one heavy drinking day in the past year. Adults living in wireless-only households are also less likely to have health insurance coverage, less likely to have a usual place to go for medical care, less likely to have

**Figure. Percentages of wireless-only adults and of children living in households with only wireless telephone service, by age group: United States, July–December 2022**



NOTES: Wireless-only adults are adults who live in households with only wireless telephone service and have their own wireless telephone.  
SOURCE: National Center for Health Statistics, National Health Interview Survey.

received an influenza vaccination in the past year, and more likely to have experienced financial barriers to care. Previous [Early Release Program reports](#) based on data from 2003–2018 include additional details about these health-related differences between people with and without landline telephones.

Because of these differences, the potential for coverage bias remains a real threat to RDD health surveys that do not include sufficient representation of households with only wireless telephones. NCHS continues to publish estimates of the size and characteristics of this population so that survey research organizations can evaluate whether they have appropriately included this population in their telephone surveys.

## Methods

NHIS randomly selects one “sample adult” aged 18 years or older and one “sample child” aged 17 years or younger (if any children live in the household) from each household following a brief initial interview that identifies everyone who usually lives or stays in the household. Information about the sample adult is collected from the sample adults themselves unless they are physically or mentally unable to do so, in which case a knowledgeable proxy can answer for the sample adult. Information about the sample child is collected from a parent or adult who is knowledgeable about and responsible for the health care of the sample child. This respondent may or may not also be the sample adult.

To determine whether the sample adult or child lived in a household with a landline telephone, the respondent was asked if there was “at least one phone inside your home that is currently working and is not a cell phone.” To avoid possible confusion with cordless landline telephones, the word “wireless” was not used in the survey. This question was asked only once, in whichever interview (sample adult or sample child) came first.

Sample adults are also asked whether they “have a working cell phone,” and if not, whether they “live with anyone who has a working cell phone.” This approach permits the identification of adults living in wireless-only households (that is,

households without landlines within which at least one household member has a working cell phone) and of wireless-only adults (that is, adults who live in a wireless-only household and have their own cell phone). Respondents for sample children are only asked if the child lives “with anyone who has a working cell phone,” and only if the wireless status of the household is not yet known from the sample adult interview.

An additional question is included for sample adults who have a cell phone and live in households with landline telephones. The sample adult is asked to consider “all the telephone calls that you answer” and to report whether “all or almost all [are] on your cell phones, some [are] on your cell phone and some on your home phone, or very few or none [are] on your cell phones.” This question permits the identification of “wireless-mostly” adults—defined as adults with both landline and cellular telephones who answer all or almost all calls on cell phones. Landline-mostly adults and dual-users can be similarly identified.

NHIS uses sampling weights to produce representative national estimates. The base weight is equal to the inverse of the probability of selection of the sample address. These weights are adjusted for household and person-level nonresponse using multilevel models predictive of response propensity. Nonresponse-adjusted weights are further calibrated to U.S. Census Bureau population projections and American Community Survey (ACS) one-year estimates for age, sex, race and ethnicity, educational attainment, housing tenure, Census division, and Metropolitan Statistical Area status.

Point estimates and 95% confidence intervals were calculated using SUDAAN software (RTI International, Research Triangle Park, NC) to account for the complex sample design of NHIS. All estimates shown meet the NCHS standards of reliability as specified in [National Center for Health Statistics Data Presentation Standards for Proportions](#).

Differences between percentages were evaluated using two-sided significance tests at the 0.05 level. All differences discussed are statistically significant unless otherwise noted. Lack of comment regarding the difference

between any two estimates does not necessarily mean that the difference was tested and found to be not significant. Because of small sample sizes, estimates based on less than 1 year of data may have large confidence intervals, and caution should be used in interpreting such estimates.

## Impact of the COVID-19 Pandemic

Additional caution is warranted when interpreting telephone status estimates from 2020. Due to the COVID-19 pandemic, NHIS data collection switched to a telephone-only mode beginning on March 19, 2020. Personal visits to households resumed in selected areas in July 2020 and in all areas of the country in September 2020. However, contact with households was still attempted by telephone first, and a majority of interviews were completed by telephone. Additionally, starting in August and continuing through the end of December, a subsample of adult respondents who completed an NHIS interview in 2019 were recontacted by telephone and asked to participate again, completing the 2020 NHIS questionnaire. Estimates for 2020 in [Table 1](#) are based on data from both samples.

Response rates were lower and respondent characteristics were different in April through December 2020. The weighted 2020 sample underrepresented adults living alone and adults with family income below the federal poverty level. The sample also underrepresented wireless-only adults, whereas adults living in households with both landline and wireless telephones were overrepresented. Moreover, phoneless households (those with neither wireless nor landline telephones) generally could not be interviewed in Quarter 2, 2020 or as part of the reinterviewed sample. For these reasons, caution should be used in interpreting differences observed in estimates between 2020 and other time periods, particularly for estimates of people living in phoneless households.

The “telephone first” data collection approach that began in July 2020 ended in April 2021. Pre-pandemic interviewing procedures, with initial contact attempts



by personal visit, resumed in May 2021. However, a majority of NHIS interviews in 2021 and 2022 were still completed by telephone rather than in-person (52% in July–December 2022).

## Household Telephone Status

From July through December 2022, information on household telephone status was obtained for 13,385 civilian adults aged 18 and over and 3,768 children under age 18. In the second six months of 2022, 72.6% of adults (about 186 million) and 81.9% of children (nearly 60 million) lived in households that did not have a landline telephone but did have at least one wireless telephone (**Table 1**).

The percentages of adults and children living in wireless-only households have been generally increasing since 2003. Consistent with that trend, there was also a statistically significant increase (3.9 percentage points) in the past 12 months—that is, from the second 6 months of 2021 to the second 6 months of 2022—in the percentages of adults living in wireless-only households. Across that same time period, an increase (2.8 percentage points) was also observed for children.

## Wireless-only Adults

Seven in 10 adults were wireless-only (71.7%, 183 million); that is, they personally had a wireless telephone and lived in a household that did not have a landline. The percentage of adults who were wireless-only is shown, by selected demographic characteristics, in **Table 2**. Confidence intervals for these percentages are shown in **Table 3**. For July–December 2022:

- Nearly nine in 10 adults aged 25–29 (87.6%) and aged 30–34 (88.4%) were wireless-only (**Figure**). The percentage of adults who were wireless-only decreased as age increased beyond 35 years: 83.3% for those 35–44; 71.2% for those 45–64; and 47.8% for those 65 and over.

- Hispanic adults (80.0%) were more likely than non-Hispanic Asian (73.0%), non-Hispanic Black (69.5%), or non-Hispanic White (69.5%) adults to be wireless-only.
- Men (72.4%) were more likely than women (71.1%) to be wireless-only.
- Adults with family incomes below the federal poverty threshold (77.8%) and adults with family incomes of 100% to less than 200% of the federal poverty threshold (74.9%) were more likely than adults with higher family incomes (70.8%) to be wireless-only.
- Adults living in the Midwest (73.8%), South (74.1%), and West (76.0%) were more likely than those living in the Northeast (58.0%) to be wireless-only.
- More than four in five adults living in rented homes (85.3%) were wireless-only. This percentage is higher than the percentage for adults living in homes owned by a household member (66.2%).

**Table 2** also includes estimates of the percentage of adults who were wireless-mostly, landline-mostly, dual users, landline-only, and phoneless, by selected demographic characteristics. Confidence intervals for these percentages are shown in **Table 3**.

## Other NHIS Early Release Program Products

This report is published as part of the NHIS Early Release Program. Earlier reports on wireless substitution are at <https://www.cdc.gov/nchs/nhis/erwirelesssubs.htm>.

The prevalence of adults and children living in wireless-only households varies across states. For more information about prevalence estimates at the state level, see

- NCHS. Modeled estimates (with standard errors) of the percent distribution of personal telephone status for adults aged 18 and over, by state: United States, 2020. December 2022. Available from: <https://www.cdc.gov/nchs/data/nhis/>

[earlyrelease/Wireless\\_state\\_202212.pdf](https://www.cdc.gov/nchs/data/earlyrelease/Wireless_state_202212.pdf).

In addition to these products, preliminary microdata files containing selected NHIS variables are produced as part of the Early Release Program. The telephone service use variables presented in this report are included in those microdata files. Analysts can access these files through the NCHS Research Data Centers (<https://www.cdc.gov/rdc/>) without having to wait for the final annual NHIS microdata files to be released.

For more information about NHIS and the NHIS Early Release Program, or to find other Early Release Program products, see

- NHIS home page at <https://www.cdc.gov/nchs/nhis.htm>.
- Early Release Program home page at <https://www.cdc.gov/nchs/nhis/earlyrelease.htm>.

## Suggested Citation

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**Table 1. Percent distribution of household telephone status for adults and children: United States, 2020-2022**

Date of interview	Number of people (unweighted)	Wireless-only household	Landline with wireless	Landline-only household <sup>1</sup>	Phoneless	Landline with unknown wireless	Wireless with unknown landline	Total
<b>Adults</b>								
July–December 2020 <sup>2</sup>	17,028	65.8	31.9	1.8	0.4	0.1	0.1	100.0
95% confidence interval	...	64.69-66.81	30.88-32.95	1.60-2.08	0.28-0.52	0.03-0.12	0.04-0.14	...
January–June 2021 <sup>2</sup>	13,901	68.0	29.3	1.9	0.5	0.0	0.1	100.0
95% confidence interval	...	66.70-69.34	28.04-30.66	1.66-2.23	0.44-0.69	0.01-0.05	0.09-0.22	...
July–December 2021	14,629	68.7	28.9	1.7	0.6	0.0	0.1	100.0
95% confidence interval	...	67.54-69.81	27.82-29.97	1.48-2.00	0.47-0.75	0.00-0.05	0.05-0.16	...
January–June 2022	13,002	70.7	27.1	1.6	0.4	0.0	0.1	100.0
95% confidence interval	...	69.47-71.97	25.88-28.36	1.41-1.89	0.31-0.59	0.01-0.09	0.02-0.17	...
July–December 2022	13,385	72.6	25.4	1.3	0.6	0.0	0.1	100.0
95% confidence interval	...	71.55-73.67	24.34-26.44	1.11-1.50	0.46-0.75	0.01-0.06	0.04-0.19	...
<b>Children</b>								
July–December 2020 <sup>2</sup>	1,984	75.5	23.1	0.6	0.6	-	-	100.0
95% confidence interval	...	72.90-77.91	20.84-25.55	0.29-1.37	0.23-1.80	-	-	...
January–June 2021 <sup>2</sup>	4,016	79.1	19.8	0.4	0.7	0.0	0.0	100.0
95% confidence interval	...	77.27-80.78	18.12-21.61	0.17-0.91	0.42-1.05	0.00-0.04	0.01-0.23	...
July–December 2021	4,211	79.1	19.6	0.4	0.8	-	0.0	100.0
95% confidence interval	...	77.45-80.73	18.05-21.35	0.20-0.65	0.55-1.22	-	0.01-0.17	...
January–June 2022	3,585	81.7	17.3	0.5	0.5	-	0.1	100.0
95% confidence interval	...	80.05-83.31	15.70-18.93	0.22-1.02	0.31-0.74	-	0.01-0.31	...
July–December 2022	3,768	81.9	16.9	0.3	0.9	-	0.0	100.0
95% confidence interval	...	80.08-83.64	15.34-18.64	0.11-0.60	0.52-1.41	-	0.00-0.12	...

0.0 Quantity more than zero but less than 0.05.

... Category not applicable.

- Quantity zero.

<sup>1</sup>Landline-only refers to households with a landline telephone in which no residents have a working cell phone. In reports based on 2003-2018 data, this category was labeled as "landline without wireless."<sup>2</sup>Due to the COVID-19 pandemic, NHIS data collection switched to a telephone-only mode beginning on March 19, 2020. Personal visits resumed in all areas in September 2020. However, contact with households was still attempted by telephone first, and a majority of interviews were completed by telephone. Additionally, from August-December 2020, a subsample of adult respondents who completed an NHIS interview in 2019 were recontacted by telephone and asked to participate again. Response rates were lower and respondent characteristics were different in April–December 2020. Differences observed in estimates between 2020 and other time periods—particularly estimates of people living in phoneless households—may have been impacted by these differences in respondent characteristics. The "telephone first" data collection approach that began in July 2020 continued through April 2021. Pre-pandemic interviewing procedures, with initial contact attempts by personal visit, resumed in May 2021.

NOTE: Data are based on household interviews of a sample of the civilian noninstitutionalized population.

SOURCE: National Center for Health Statistics, National Health Interview Survey.

Table 2. Percent distribution of personal telephone status for adults, by selected demographic characteristics: United States, July-December 2022

Demographic characteristic	Wireless-only adults	Wireless-mostly adults	Dual-users	Landline-mostly adults	Landline-only adults	Phoneless adults	Unknown <sup>1</sup>	Total
Total	71.7	15.2	6.1	3.2	2.1	1.3	0.4	100.0
Age (years)								
18–24	78.8	16.0	2.1	0.4	0.3	1.9	0.5	100.0
25–29	87.6	8.2	1.5	0.3	0.6	1.4	0.5	100.0
30–34	88.4	8.9	1.0	0.1	0.1	1.1	0.4	100.0
35–44	83.3	12.0	2.1	0.4	0.2	1.2	0.8	100.0
45–64	71.2	18.5	6.2	1.7	1.2	0.9	0.3	100.0
65 and over	47.8	17.4	14.6	11.4	6.9	1.7	0.3	100.0
Race and ethnicity								
Hispanic or Latino, any race(s)	80.0	11.6	3.5	0.9	1.5	1.7	0.8	100.0
Asian, single race <sup>2</sup>	73.0	16.1	5.1	1.1	1.0	3.0	0.7	100.0
Black, single race <sup>2</sup>	69.5	17.9	5.7	2.4	2.2	1.9	0.3	100.0
White, single race <sup>2</sup>	69.5	15.7	7.0	4.3	2.3	0.8	0.3	100.0
Other and multiple races <sup>2</sup>	77.5	12.5	3.6	1.7	1.3	3.1	0.4	100.0
Sex								
Male	72.4	15.7	5.3	2.6	2.0	1.4	0.6	100.0
Female	71.1	14.7	6.8	3.8	2.1	1.2	0.3	100.0
Education								
Some high school or less	72.5	10.5	5.1	3.4	4.0	3.9	0.5	100.0
High school graduate or GED <sup>3</sup>	70.5	13.6	6.3	4.2	3.1	1.8	0.5	100.0
Some post-high school, no degree	72.8	15.1	6.0	3.3	1.7	0.6	0.4	100.0
4-year college degree or higher	71.5	17.8	6.3	2.3	1.0	0.7	0.5	100.0
Family income relative to federal poverty threshold <sup>4</sup>								
Less than 100%	77.8	9.0	2.8	2.4	3.8	3.7	0.6	100.0
100% to less than 200%	74.9	11.0	4.2	4.1	3.6	2.1	0.3	100.0
200% or greater	70.8	17.0	6.8	3.0	1.4	0.7	0.3	100.0
Geographic region <sup>5</sup>								
Northeast	58.0	22.6	9.8	5.2	2.5	0.8	1.1	100.0
Midwest	73.8	13.4	5.5	3.7	2.1	1.0	0.5	100.0
South	74.1	14.1	5.8	2.7	1.9	1.2	0.3	100.0
West	76.0	13.0	4.3	2.3	1.9	2.1	0.3	100.0
Metropolitan statistical area status								
Metropolitan	71.8	15.8	6.0	2.9	1.8	1.2	0.4	100.0
Not metropolitan	71.4	11.1	6.6	5.1	3.9	1.5	0.4	100.0

See footnotes at end of table.

**Table 2. Percent distribution of personal telephone status for adults, by selected demographic characteristics: United States, July-December 2022—Continued**

Demographic characteristic	Wireless-only adults	Wireless-mostly adults	Dual-users	Landline-mostly adults	Landline-only adults	Phoneless adults	Unknown <sup>1</sup>	Total
Home ownership status								
Owned or being bought	66.2	18.1	7.7	4.2	2.4	1.0	0.4	100.0
Renting	85.3	8.2	2.0	0.9	1.4	1.8	0.5	100.0
Other arrangement	66.8	14.7	6.6	**	2.5	**	0.8	100.0
Number of adults in survey sample (unweighted)	9,240	1,963	930	614	414	176	48	13,385

\*\* Estimate does not meet NCHS standards of reliability as specified in *National Center for Health Statistics Data Presentation Standards for Proportions* (available from: [https://www.cdc.gov/nchs/data/series/sr\\_02/sr02\\_175.pdf](https://www.cdc.gov/nchs/data/series/sr_02/sr02_175.pdf)).

– Quantity zero.

<sup>1</sup>Unknown includes adults with either unknown landline, unknown wireless, or unknown frequency-of-use status (for adults with both landline and wireless telephones). Adults with both unknown landline and unknown wireless status are excluded from the analysis.

<sup>2</sup>Race groups are non-Hispanic.

<sup>3</sup>GED is General Educational Development high school equivalency diploma.

<sup>4</sup>Based on family income and family size using the U.S. Census Bureau's poverty thresholds. Early Release estimates stratified by poverty status are based on reported income only and may differ from similar estimates produced later that are based on both reported and imputed income. Family income relative to the federal poverty threshold was unknown for 11.0% of adults in these analyses. NCHS imputes income when income is unknown, but the imputed income file is not available until the annual NHIS microdata are released.

<sup>5</sup>In the geographic classification of the U.S. population, states are grouped into the following four regions used by the U.S. Census Bureau: *Northeast* includes Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont; *Midwest* includes Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; *South* includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and *West* includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTES: Data are based on household interviews of a sample of the civilian noninstitutionalized population. Korn and Graubard 95% confidence intervals for these estimates are presented in Table 3.

SOURCE: National Center for Health Statistics, National Health Interview Survey, July-December 2022.

Table 3. Korn and Graubard 95% confidence intervals for percent distributions in Table 2

Demographic characteristic	Wireless-only adults	Wireless-mostly adults	Dual-users	Landline-mostly adults	Landline-only adults	Phoneless adults	Unknown <sup>1</sup>	Total
Total	70.6-72.8	14.3-16.0	5.6-6.6	2.9-3.6	1.8-2.3	1.0-1.6	0.3-0.6	...
Age (years)								
18-24	75.1-82.3	12.9-19.5	1.1-3.7	0.1-1.1	0.0-1.1	0.9-3.5	0.1-1.2	...
25-29	84.7-90.2	6.1-10.8	0.4-3.5	0.0-1.4	0.1-1.6	0.6-2.5	0.1-1.4	...
30-34	85.6-90.8	6.8-11.4	0.4-2.3	0.0-0.5	0.0-0.5	0.6-2.0	0.1-1.0	...
35-44	81.4-85.2	10.4-13.7	1.5-2.8	0.2-0.8	0.1-0.5	0.7-2.0	0.4-1.7	...
45-64	69.5-73.0	16.9-20.1	5.4-7.0	1.3-2.2	0.9-1.6	0.6-1.2	0.1-0.6	...
65 and over	45.9-49.7	16.2-18.7	13.3-15.9	10.3-12.6	6.1-7.7	1.3-2.1	0.1-0.5	...
Race and ethnicity								
Hispanic or Latino, any race(s)	78.1-81.8	10.0-13.3	2.7-4.5	0.5-1.5	1.0-2.2	1.0-2.8	0.3-1.6	...
Asian, single race <sup>2</sup>	69.0-76.7	12.7-20.0	3.6-6.9	0.5-2.1	0.4-2.0	1.8-4.6	0.2-1.8	...
Black, single race <sup>2</sup>	66.7-72.2	15.8-20.1	4.3-7.4	1.7-3.4	1.5-3.1	1.2-2.8	0.1-0.9	...
White, single race <sup>2</sup>	68.2-70.8	14.6-16.8	6.4-7.7	3.9-4.8	2.0-2.7	0.6-1.0	0.2-0.5	...
Other and multiple races <sup>2</sup>	72.0-82.4	8.0-18.2	1.8-6.3	0.5-4.2	0.3-3.7	1.3-6.2	0.0-2.0	...
Sex								
Male	71.1-73.7	14.5-16.9	4.8-5.9	2.2-3.1	1.7-2.4	1.0-1.8	0.3-0.9	...
Female	69.5-72.6	13.5-15.9	6.0-7.7	3.3-4.3	1.8-2.5	0.9-1.5	0.2-0.5	...
Education								
Some high school or less	69.9-75.1	8.8-12.4	3.8-6.7	2.4-4.8	3.0-5.3	2.6-5.6	0.1-1.3	...
High school graduate or GED <sup>3</sup>	68.7-72.3	12.2-15.2	5.4-7.2	3.5-4.9	2.5-3.7	1.3-2.6	0.2-0.8	...
Some post-high school, no degree	71.0-74.6	13.6-16.8	5.2-6.8	2.8-4.0	1.3-2.2	0.4-1.0	0.2-0.7	...
4-year college degree or higher	69.8-73.2	16.3-19.3	5.5-7.3	1.8-2.9	0.7-1.3	0.4-0.9	0.3-0.7	...
Family income relative to federal poverty threshold <sup>4</sup>								
Less than 100%	74.8-80.6	7.1-11.1	1.7-4.1	1.6-3.4	2.8-5.0	2.5-5.3	0.2-1.5	...
100% to less than 200%	72.7-77.0	9.2-13.0	3.3-5.2	3.2-5.1	2.9-4.5	1.4-3.0	0.1-0.7	...
200% or greater	69.5-72.0	16.0-18.1	6.1-7.5	2.6-3.4	1.2-1.7	0.5-1.0	0.2-0.6	...
Geographic region <sup>5</sup>								
Northeast	55.1-60.8	20.9-24.4	8.2-11.7	3.9-6.8	1.9-3.3	0.3-1.6	0.5-1.9	...
Midwest	72.2-75.4	11.6-15.4	4.7-6.4	3.0-4.4	1.6-2.7	0.5-1.7	0.2-0.9	...
South	72.1-76.0	12.7-15.6	5.1-6.6	2.2-3.2	1.5-2.3	0.8-1.5	0.1-0.5	...
West	74.3-77.7	11.4-14.8	3.6-5.1	1.8-2.9	1.5-2.5	1.4-3.0	0.0-0.9	...
Metropolitan statistical area status								
Metropolitan	70.6-72.9	14.9-16.7	5.5-6.6	2.6-3.3	1.5-2.0	1.0-1.6	0.3-0.7	...
Not metropolitan	68.4-74.2	9.0-13.5	5.3-8.1	4.2-6.2	3.0-5.0	1.0-2.3	0.2-0.8	...

See footnotes at end of table.



**Table 3. Korn and Graubard 95% confidence intervals for percent distributions in Table 2—Continued**

Demographic characteristic	Wireless-only adults	Wireless-mostly adults	Dual-users	Landline-mostly adults	Landline-only adults	Phoneless adults	Unknown <sup>1</sup>	Total
Home ownership status								
Owned or being bought	64.7-67.8	17.0-19.3	7.1-8.4	3.7-4.7	2.1-2.7	0.8-1.2	0.2-0.6	...
Renting	83.8-86.6	7.2-9.4	1.5-2.6	0.7-1.3	1.0-1.8	1.3-2.4	0.2-0.9	...
Other arrangement	59.1-73.8	10.3-20.1	3.4-11.4	...	1.0-4.9	...	0.0-4.2	...

... Category not applicable.

<sup>1</sup>Unknown includes adults with either unknown landline, unknown wireless, or unknown frequency-of-use status (for adults with both landline and wireless telephones). Adults with both unknown landline and unknown wireless status are excluded from the analysis.

<sup>2</sup>Race groups are non-Hispanic.

<sup>3</sup>GED is General Educational Development high school equivalency diploma.

<sup>4</sup>Based on family income and family size using the U.S. Census Bureau's poverty thresholds. Early Release estimates stratified by poverty status are based on reported income only and may differ from similar estimates produced later that are based on both reported and imputed income. Family income relative to the federal poverty threshold was unknown for 11.0% of adults in these analyses. NCHS imputes income when income is unknown, but the imputed income file is not available until the annual NHIS microdata are released.

<sup>5</sup>In the geographic classification of the U.S. population, states are grouped into the following four regions used by the U.S. Census Bureau: *Northeast* includes Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont; *Midwest* includes Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin; *South* includes Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and *West* includes Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

NOTES: Data are based on household interviews of a sample of the civilian noninstitutionalized population.

SOURCE: National Center for Health Statistics, National Health Interview Survey, July-December 2022.



## National Health Interview Survey Early Release Program

**Modeled estimates (with standard errors) of the percent distribution of personal telephone status for adults aged 18 and over, by state: United States, 2020**

Geographic area	Wireless-only adults	Wireless-mostly adults	Dual users	Landline-mostly adults	Landline-only adults	Phoneless adults	Total
Alabama	68.3 (2.4)	14.9 (2.1)	6.5 (1.1)	4.7 (0.7)	4.4 (0.8)	1.1	100.0
Alaska	67.9 (2.3)	17.6 (2.2)	7.0 (1.3)	3.1 (0.6)	3.5 (0.8)	1.0	100.0
Arizona	71.9 (2.1)	15.2 (1.9)	5.6 (1.3)	3.5 (0.6)	2.7 (0.5)	1.0	100.0
Arkansas	69.9 (2.8)	14.7 (2.0)	4.7 (1.2)	6.1 (1.0)	3.5 (0.9)	1.0	100.0
California	64.2 (1.4)	19.0 (1.2)	8.9 (0.8)	4.4 (0.3)	2.7 (0.4)	0.7	100.0
Colorado	71.6 (2.2)	12.5 (1.4)	7.7 (1.3)	4.6 (0.6)	3.1 (0.6)	0.6	100.0
Connecticut	51.7 (2.6)	26.7 (2.7)	10.3 (1.4)	5.6 (0.7)	5.2 (0.8)	0.6	100.0
Delaware	53.5 (2.5)	24.8 (2.8)	12.2 (1.9)	6.3 (0.8)	2.7 (0.7)	0.4	100.0
District of Columbia	63.7 (3.1)	17.9 (3.1)	10.9 (2.1)	4.4 (0.8)	2.5 (0.8)	0.6	100.0
Florida	65.6 (1.5)	18.3 (1.5)	8.0 (1.0)	3.9 (0.3)	3.2 (0.4)	1.0	100.0
Georgia	66.0 (1.8)	18.2 (1.7)	9.0 (1.3)	3.6 (0.4)	2.5 (0.5)	0.8	100.0
Hawaii	54.2 (2.7)	22.9 (3.0)	14.7 (2.2)	4.3 (0.8)	3.4 (0.9)	0.7	100.0
Idaho	78.6 (2.8)	8.8 (1.7)	5.3 (1.2)	3.9 (0.7)	2.8 (0.8)	0.7	100.0
Illinois	66.2 (1.8)	18.1 (1.7)	8.3 (1.0)	4.5 (0.4)	2.1 (0.4)	0.8	100.0
Indiana	69.1 (2.3)	12.6 (1.9)	8.9 (1.4)	4.9 (0.6)	3.4 (0.7)	1.0	100.0
Iowa	70.2 (2.7)	12.5 (1.8)	7.5 (1.5)	5.3 (0.7)	3.7 (0.8)	0.8	100.0
Kansas	69.8 (2.3)	13.8 (1.8)	8.2 (1.7)	4.3 (0.8)	3.1 (0.6)	0.8	100.0
Kentucky	67.9 (2.5)	10.4 (1.6)	8.3 (1.5)	7.5 (0.9)	4.9 (0.9)	1.1	100.0
Louisiana	69.3 (2.2)	16.1 (2.2)	6.2 (1.4)	3.5 (0.7)	3.9 (0.8)	1.0	100.0
Maine	55.2 (3.8)	14.0 (2.3)	13.0 (2.4)	10.4 (1.5)	6.2 (1.1)	1.2	100.0
Maryland	48.5 (2.4)	26.0 (2.4)	14.6 (1.6)	7.0 (0.8)	3.2 (0.7)	0.7	100.0
Massachusetts	47.2 (2.1)	27.4 (2.2)	14.6 (1.6)	6.0 (0.5)	4.1 (0.7)	0.7	100.0
Michigan	63.7 (2.1)	14.7 (1.6)	10.0 (1.4)	7.0 (0.7)	4.0 (0.6)	0.6	100.0
Minnesota	63.8 (2.0)	17.1 (2.0)	8.4 (1.1)	5.7 (0.6)	4.5 (0.8)	0.5	100.0
Mississippi	75.5 (2.7)	11.3 (2.1)	6.0 (1.4)	3.6 (0.6)	2.3 (0.6)	1.2	100.0
Missouri	69.8 (1.9)	12.6 (1.7)	9.0 (1.4)	4.7 (0.6)	2.9 (0.6)	0.9	100.0
Montana	64.6 (3.2)	13.6 (2.2)	8.6 (1.8)	7.6 (1.0)	4.5 (1.0)	1.1	100.0
Nebraska	67.8 (2.6)	18.3 (2.4)	7.1 (1.4)	3.7 (0.6)	2.4 (0.6)	0.6	100.0
Nevada	73.4 (2.3)	15.6 (2.3)	5.9 (1.2)	1.6 (0.4)	2.4 (0.6)	1.0	100.0
New Hampshire	49.9 (2.4)	22.5 (2.8)	13.9 (2.1)	9.1 (1.3)	4.0 (0.8)	0.6	100.0
New Jersey	48.8 (2.1)	25.8 (2.2)	13.9 (1.7)	6.4 (0.6)	4.4 (0.7)	0.7	100.0
New Mexico	76.5 (2.7)	12.1 (2.0)	4.8 (1.3)	2.4 (0.6)	3.0 (0.9)	1.2	100.0
New York	46.7 (1.4)	23.6 (1.4)	15.6 (1.1)	6.9 (0.4)	6.1 (0.6)	0.9	100.0
North Carolina	64.7 (1.8)	16.7 (1.9)	8.9 (1.2)	5.2 (0.5)	3.8 (0.7)	0.8	100.0
North Dakota	58.2 (3.5)	17.5 (2.8)	16.4 (2.4)	4.3 (1.0)	3.1 (0.7)	0.5	100.0
Ohio	65.6 (1.9)	14.4 (1.7)	8.3 (1.2)	7.1 (0.6)	3.7 (0.6)	0.8	100.0
Oklahoma	77.5 (2.3)	11.5 (2.0)	4.9 (1.0)	2.8 (0.5)	2.6 (0.7)	0.7	100.0
Oregon	66.6 (2.4)	16.6 (2.2)	6.8 (1.2)	5.5 (0.8)	3.9 (0.8)	0.6	100.0
Pennsylvania	51.4 (1.7)	20.5 (1.7)	13.1 (1.4)	9.7 (0.6)	4.5 (0.6)	0.9	100.0
Rhode Island	53.9 (3.0)	21.7 (2.7)	10.6 (1.9)	8.6 (1.0)	4.7 (0.9)	0.6	100.0
South Carolina	61.9 (2.5)	16.1 (2.2)	9.2 (1.5)	7.7 (0.9)	4.2 (0.8)	0.9	100.0
South Dakota	71.7 (2.9)	13.8 (1.9)	7.4 (1.6)	1.9 (0.5)	3.9 (0.9)	1.3	100.0
Tennessee	68.0 (1.9)	13.6 (1.7)	8.3 (1.2)	6.1 (0.5)	2.9 (0.6)	1.1	100.0
Texas	71.5 (1.3)	16.9 (1.3)	5.8 (0.7)	2.7 (0.3)	2.3 (0.4)	0.8	100.0
Utah	72.8 (2.4)	15.1 (1.9)	8.2 (1.4)	1.4 (0.4)	1.9 (0.6)	0.6	100.0
Vermont	51.0 (2.5)	17.1 (2.6)	9.9 (1.6)	11.6 (1.2)	9.3 (1.5)	1.1	100.0
Virginia	56.4 (1.9)	20.5 (1.7)	10.4 (1.2)	7.7 (0.6)	4.4 (0.7)	0.6	100.0
Washington	65.0 (1.8)	17.5 (2.0)	10.4 (1.4)	4.1 (0.5)	2.3 (0.5)	0.7	100.0
West Virginia	63.4 (3.2)	13.3 (2.2)	8.0 (1.8)	9.5 (1.3)	4.4 (1.0)	1.3	100.0
Wisconsin	62.2 (2.2)	15.5 (1.9)	9.2 (1.0)	8.2 (0.7)	4.2 (0.7)	0.8	100.0
Wyoming	77.2 (2.3)	12.4 (2.1)	4.4 (1.4)	3.5 (0.8)	2.0 (0.6)	0.6	100.0

See notes on next page.



# National Health Interview Survey Early Release Program

NOTES: Small-area statistical modeling techniques were used to combine National Health Interview Survey (NHIS) data collected from within specific geographies (states and some counties) with auxiliary data that are representative of those geographies to produce model-based estimates. Estimates for the 50 states and the District of Columbia were modeled using the procedures described in previous National Health Statistics Reports (e.g., <http://www.cdc.gov/nchs/data/nhsr/nhsr039.pdf>), with a few modifications.

- Models were based on three 12-month periods (2018-2020).
- LASSO regression models (least absolute shrinkage and selection operator) were used to select the best set of covariates for the models.
- Potential covariates originally drawn from infoUSA.com were dropped in favor of additional covariates from the American Community Survey (ACS) on internet and smartphone use.
- Due to the impact of the COVID-19 pandemic on data collection, the Census Bureau did not release 1-year estimates for the 2020 American Community Survey. Therefore, ACS data from 2017-2019 were used as covariates. Data from the 2017 ACS were used as covariates in the model for direct estimates derived using data from the 2018 NHIS, 2018 ACS data were used in the model for 2019 NHIS data, and 2019 ACS data were used in the model for 2020 NHIS data.
- The proportion of adults living in households with no telephone service ("phoneless adults") was not modeled. Other proportions were adjusted so that this estimate agreed with the 2019 ACS estimate for this proportion. 2020 ACS estimates for this proportion are not available due to the impact of the COVID-19 pandemic on ACS data collection.
- The variances for the direct estimates were computed using in-house rather than publicly available sample design variables.

In 2019, the NHIS underwent a questionnaire redesign to better meet the needs of data users. The redesigned NHIS classifies telephone status for adults rather than households. The modeled estimates reported here for 2020 are for adults aged 18 and over who are wireless-only, wireless-mostly, dual users, landline-mostly, and landline-only instead of adults aged 18 and over *living in households* that are wireless-only, wireless-mostly, dual-use, landline-mostly, or landline-only. The direct estimates used in the models for 2019 and 2020 follow the person-level classification of telephone status. However, the direct estimates used in the models for 2018 follow the previous household-level classification of telephone status.

Caution is warranted when interpreting telephone status estimates from 2020. Due to the COVID-19 pandemic, NHIS data collection switched to a telephone-only mode beginning March 19, 2020. This change had little impact on Quarter 1 of 2020 (January–March), but there were lower response rates and differences in respondent characteristics for Quarters 2, 3, and 4 of 2020 (April–December). Telephone-only data collection led to an over-representation of more affluent households, including a greater proportion of homeowners, among the participating sample in Quarter 2. Personal visits to households resumed in selected areas in July 2020 and in all areas of the country in September 2020. However, cases were still attempted by telephone first and a majority were completed by telephone.

Survey weights were adjusted to account for changes in respondent characteristics due to overall changes in the 2020 data collection. However, phoneless households (i.e., those with neither wireless nor landline telephones) generally could not be interviewed in Quarter 2. Caution should be used in interpreting differences observed in estimates between 2020 and earlier time periods.

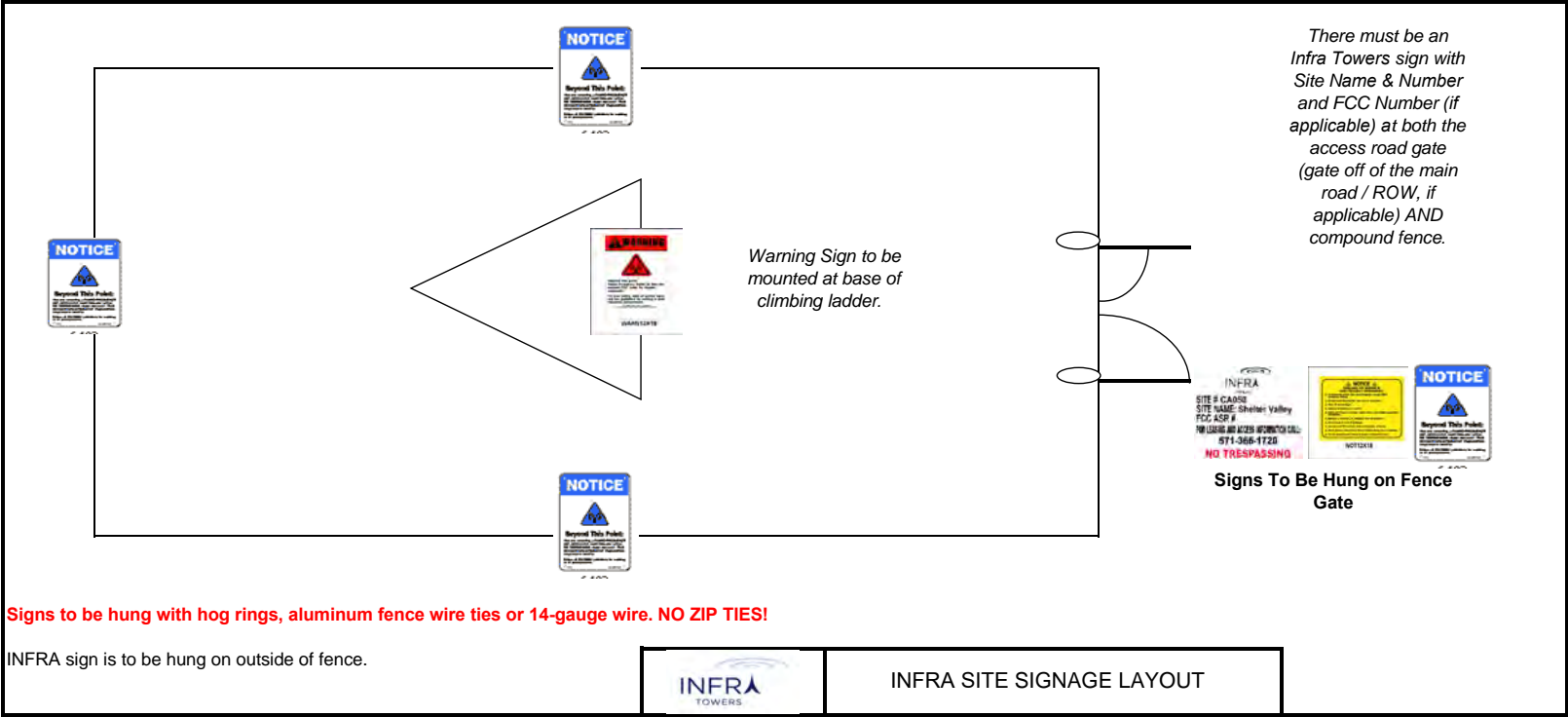
Additionally, due to concerns about possible loss of coverage and lower response rates typically associated with telephone interviewing, approximately half of the original sample allocated for the last five months of 2020 was replaced with adults who completed the 2019 NHIS interview. Estimates in this table do not include 2020 data from the reinterviewed sample. The overall sample size for 2020 is therefore smaller than for previous years.

Small-area statistical modeling assumes that the design-based estimates of variance are stable and that the direct estimates are unbiased. Users are cautioned that the approach used to create the model-based estimates can produce substantially biased prevalence estimates and unstable variance estimates when the direct estimate from NHIS is based on small sample sizes, when that sample is drawn from only a few geographic areas, and when those few geographic areas are not representative of the state of interest.

SOURCES: NCHS, National Health Interview Survey, 2018–2020; and U.S. Census Bureau, American Community Survey, 2017–2019.

ACKNOWLEDGMENTS: Estimates were calculated by Nadarajasundaram Ganesh of NORC at the University of Chicago, in collaboration with Lin Liu of NORC and with staff of the National Center for Health Statistics, Division of Health Interview Statistics and Division of Research and Methodology.

Infra Towers  
SITE SIGNAGE LAYOUT



## **Permitted Use in Spanish Valley Highway Commercial (HC) District for Telecommunications Tower at 4326 East Sunny Acres Lane, Spanish Valley**

San Juan County received an application for approval of a 125-foot telecommunications tower at 4326 East Sunny Acres Lane, Spanish Valley. The applicant is Tierney Rowe representing Infra Towers LLC<sup>1</sup>. The property at 4326 East Sunny Acres Lane is owned by Kolleen Conger.

The proposed tower is in the Spanish Valley Highway Commercial (HC) District.

### Permitted Uses in the Highway Commercial (HC) District

The Spanish Valley Development Ordinances (adopted 19 November 2019) established the Highway Commercial (HC) District where the proposed tower is located. Chapter 6: Spanish Valley Highway Commercial (HC) District governs land uses in the HC District. Chapter 6 includes a list of “typical permitted uses.” A telecommunications tower is not listed among the HC District typical permitted uses. However, Chapter 6 states: “The list is not exclusive. Any use not specifically listed but determined by the Planning Commission to be *similar in purpose, intent or use* shall be permitted.”

The Planning Commission, after consideration, may determine that the proposed telecommunications tower is a permitted use in the HC District.

Regarding “purpose” of listed and non-listed permitted uses, Chapter 6 states the following in a paragraph titled “Purpose”: “To provide a district where highway commercial uses along U.S. Highway 191 are permitted, as supported by the *San Juan County Spanish Valley Area Plan* (2018) and the *San Juan County General Plan* (2018).”

Of interest is an objective repeated in the 2018 *San Juan County General Plan* (which is referenced in Chapter 6 of the Spanish Valley Development Ordinances) – to increase *broadband* infrastructure in San Juan County. Included in the chapter titled “Economic Development” (pages 21 – 30) of the *General Plan* is the following.

“The County’s economic strategy plan has been broken into five key areas of focus, with a vision and planned development of these area over one, five, and ten years. The five key areas of focus are: *Broadband*, Transportation, Business Expansion and Retention, Diversification, Celebration of Culture and History.

#### **One Year Vision**

**BROADBAND** – In partnership with the Seven County Infrastructure Coalition, the county has identified *Broadband* as one of the primary infrastructure goals. Year one

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<sup>1</sup> Infra Towers LLC was registered as a business with the Utah Department of Commerce on 26 July 2021. Its registered agent is Coagency Global Inc located at 2005 East 2700 South, Salt Lake City, Utah 84109.



includes the development of a county-wide *Broadband* plan that includes connectivity in the communities fanning the Utah Education Network projects to have Broadband in all the public schools. Planning also includes establishing right of way agreements and initiating collaboration during roadwork discussions. Healthcare, a primary industry of the County, is one example of the necessity of *broadband* expansion with the development of telemedicine programs.

...

#### Five Year Vision

BROADBAND – A key infrastructure hurdle for business is the cost of *Broadband* in rural Utah. A key goal would be identifying a way to reduce cost of service and creating competitive prices compatible to the Wasatch Front.

...

#### Ten Year Vision

BROADBAND – *Broadband* will allow for expansion of remote and telecommuting opportunities. Creation of redundancy allowing for reliability in the system.”

Chapter 6 of the Spanish Valley Development Ordinances lists twenty-six (26) “typical permitted uses” for the HC District. Among these uses are the following which may be “similar in purpose, intent, or use” to the proposed telecommunication tower.

- General Retail/Services
- Governmental facilities
- Offices and related business activities

Relevant to the above-listed permitted uses are the following definitions or meanings.

“General services” include services provided independently by a person or company with specialized knowledge or skills. Representative of such knowledge and skills are the trades represented in the U.S. General Services Administration. This federal agency promotes the several industries or programs including Wireless Mobility Solutions.

“Government facilities” may include not only those uses which are owned by a government entity – but which are regulated by the government for public use. These government-regulated services are associated with government services and facilities. An example are telecommunication services which are regulated by the Federal Communications Commission (FCC). The FCC develops and executes policies and procedures for licensing of all wireless services and manages the tower registration process.

“Business activities” are those enterprises which are engaged in economic activity – or which directly support economic activity. Included among “business activities” is the telecommunications sector or industry<sup>2</sup>.

### Tower Project Summary

The following summarizes the tower project proposed by Infra Towers LLC at 4326 East Sunny Acres Lane in Spanish Valley.

The planned telecommunications tower will be developed, owned and operated by Infra Towers LLC, in cooperation with Verizon Wireless. The tower will be a 125-foot monopole with a 5-foot lightening rod. The constructed tower will comply with the International Building Code, National Electrical Code, and related building and engineering codes/standards. It will also be regulated by federal agency rules and requirements. Infra Towers LLC will also be subject to San Juan County building permit, fire code, and business licensing requirements.

The tower will mitigate a gap in wireless service in the vicinity.

The tower will enhance the following services in Spanish Valley and in San Juan County.

- Enhanced remote work capability. Digital connectivity has been shown to increase productivity and innovation in companies and workers.
- Improved connection to education platforms for students and teachers.
- Accessibility to telehealth providers. Wireless services provide clinicians with access to continuous, real-time information and analysis. These services improve patient outcomes and reduces costs.
- Accessibility to emergency responders. Fast and reliable connection with 911 dispatchers reduces emergency response time and allows for better call location accuracy.

### Findings

The San Juan County Planning Commission makes the following findings relating to the proposed tower.

1. The Infra Towers LLC telecommunications tower at 4326 East Sunny Acres Lane, Spanish Valley will benefit economic development, health care, emergency response services, remote work, and education in Spanish Valley and San Juan County.
2. The proposed tower supports an important objective of the 2018 *San Juan County General Plan* by adding critical Broadband infrastructure in San Juan County.

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<sup>2</sup> See Deborah Gardner, *Telecommunication Industry Handbook*, 2016, Emereo Publishing.

3. The proposed tower is a permitted use in the Spanish Valley Highway Commercial (HC) District for the following reasons.

- a. The proposed tower meets the “purpose” of the HC District (which governing ordinance specifically refers to the 2018 *San Juan County General Plan*) by improving Broadband services and infrastructure in the County.
- b. The proposed tower is “similar in purpose, intent, or use” to the following listed permitted uses in the HC District: General services, Governmental facilities, and Business activities.
  - i. Specifically, the proposed tower provides an important and independent general service to the San Juan County community.
  - ii. Specifically, the proposed tower, as regulated and supported by the Federal Communications Commission, is associated with government services and facilities.
  - iii. Specifically, Infra Towers LLC, with its planned tower, is part of the telecommunications industry and will be part of the San Juan County community of business activities.

#### Conclusion and Decision

The San Juan County Planning Commission determines that a telecommunications tower proposed by Infra Towers LLC at 4326 East Sunny Acres Lane in Spanish Valley is a permitted use in the Highway Commercial (HC) District.

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Trent Shafer  
Chair, San Juan County Planning Commission

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Date

# Permit Report

10/01/2023 - 11/01/2023

Permit #	Permit Date	Residential or Commercial	Building Address	Building CityStateZip	Applicant Name	Description
23151	10/31/2023	Residential	78 E Markle Rd	La Sal 84530 UT	Vannessa Lanham	New Power to meter
23150	10/30/2023	Residential	95 South Wray Mesa Rd	La Sal, UT 84530	Dominic Bauer	Meter Base inspection
23149	10/26/2023		17 Green Haven Road	La Sal Utah 84530	Lloyd Wilson	Residential
23148	10/25/2023	Residential	1000 ft south of Harris Lane on 1900 East	Blanding, UT 84511	Kumen Jones	Shop/House
23147	10/23/2023	Residential	125 E Pioneer Bend	Monticello, UT 84535	Zanna Osokina	Manufactured home with addition
23146	10/18/2023	Commercial			Michael Nappi	
23145	10/15/2023		11850 S HWY 191 Ste A-8	Moab, UT 84532	Climb Moab LLC	Climbing gym
23144	10/11/2023		311 west Boulder rd	Monticello Utah. 84535	Carl & Sharon Taylor	Primary residence
23142	10/10/2023	Residential	245 E Black Locust Ave	Bluff, UT, 84512	Kate Aitchison	shade structure for parking
23141	10/6/2023	Residential	16 Tangren Circle / Lot 1C Moab Utah 84532	Moab Utah 84532	Lloyd Wilson	Residential
23140	10/5/2023	Residential	34S24E01720 0	Monticello,Ut, 84535	Luke Lessner	machinery storage/agricultural no Utilities
23139	10/2/2023	Residential	513 E Blue Mountain Ridge	Monticello, UT, 84535	Shilo B Davies	Primary dwelling
23138	10/2/2023	Residential	236 W Rio Grande	Moab Utah 84532	Jonathan Dutrow	residential
23137	10/2/2023	Residential	blue mountain LDS church camp	Blanding UT 84511	michael Lee	shade structure

Permit #	Permit Date	Residential or Commercial	Building Address	Building CityStateZip	Applicant Name	Description
23136	10/2/2023	Residential	220 East Black Locust	Bluff, UT 84512	Stewart Aitchison and Ann Kramer	

Total Records: 15

11/1/2023