MORGAN CITY

Council Meeting

04-26-16

Work Session

5:30 p.m.

NOTICE OF WORK MEETING
OF THE MORGAN CITY COUNCIL

Pursuant to Utah Code, Title 52, Chapter 4, notice is hereby given to members of the Morgan City Council and to the general public that the Morgan City Council will hold a work meeting in open public session on Tuesday, April 26, 2016 at **5:30 p.m**., in the Council Room of the City Office located at 90 West Young Street.

AGENDA

Items for Discussion

1. Budget work session – FY 2016-2017
2. Resolution 16-14 –grant of easement for wiring or fiber and conduit for telecommunication facilities
3. Hotel Study – approval to update
4. Council department review
5. Attorney Crane – council training

In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.

Notice is hereby given that by motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Julie A. Bloxham, City Recorder, (801) 829-3461 at least 24 hours before the meeting.

Morgan City invites any person, church or other civic organization to contact the Mayor, to be scheduled for presenting a thought, reading, opening remarks, or invocation in the opening ceremony portion of the public meeting. Written invitations will be made by the Mayor to those who wish to participate.

This meeting may be held electronically to allow a member to participate.

Posted on 04-20-16
11:00 a.m.
Julie A. Bloxham, Recorder

Work Session
04-12-2016

MINUTES OF WORK SESSION MEETING HELD BY MORGAN CITY COUNCIL IN REGULAR SCHEDULED OPEN PUBLIC SESSION ON TUESDAY, APRIL 12, 2016 AT 6:00 P.M., IN THE COUNCIL ROOM OF THE CITY OFFICE LOCATED AT 90 WEST YOUNG STREET

Present: Mayor, Ray W. Little.

Council Members: Tony London, Jeff Wardell, Mike Kendell, Fran Hopkin and Bill Cobabe.

City Staff: Gary Crane, Attorney; and Jamie Grandpre, Senior Wastewater Operator.

Others present: Gary Vance, JUB Engineering; Jim Goodley, JUB Engineering; Sally Jensen; Dan Dickson; Dayton Payne; and Tyson Witte.

This meeting was called to order by Mayor, Ray W. Little.

Items for Discussion

JUB Engineering
Sewer Master Plan

Fran stated Gary Vance and Jim Goodley are here from JUB Engineering to present the wastewater treatment facility plan. Jamie Grandpre stated this has been a long process to get this master plan completed.

Gary started the presentation and encouraged the members to ask questions as they go along. The first page of the information in a summary of the master plan and shows what was considered when making an assessment of the sewer lagoons? These items include the condition of the existing system, population projections, aging infrastructure and recommendations for system improvements.

It was stated that all opinion of probable costs in this presentation are approximate and include: (1) contractor mobilization and bonding; (2) construction contingency (20%); and (3) environmental, engineering design and construction administration costs.

Gary reviewed the graph that shows the population projections for the City. These figures were gathered from the Governor's Office of Management. It is predicted there will be an average growth rate of 2.63% from 2010 through 2040.

There was a system history presented. This shows when the lagoons were constructed (1968) and the improvements that have been done to date. The City is currently having ponds 1 and 2 dredged to remove the accumulated sludge. The ponds went septic due to this problem last fall.

The map showing the existing treatment system was reviewed along with the summary of current findings. This shows the various problems/repairs that exist and are in need of attention.

Gary and Jim reviewed the future regulations that are being proposed. These include load caps/limits on total phosphorus, total inorganic nitrogen; ammonia limits and potential regulations on total maximum daily loads (TMDL).

The regulations on phosphorus will be implemented first, then nitrogen. The potential regulations on TMDL are regarding the section of the Weber River in Morgan – it has been deemed impaired for Benthic Macroinvertebrates, this could potentially lead to strict nutrient limits. The members asked Gary for information on the Weber River impairment.

Gary stated the nitrogen regulation is being disputed, the ammonia requirements will definitely happen. Mike asked for clarification on the Weber River item. It is hard to determine how much is coming from the lagoons versus the farms that are in the area.

The graph showing existing and future flows and loads was reviewed. This compares 2015 with what is estimated for 2035.

The next slide was a list of 7 improvement alternatives. They are:

1 – No action
2 – Upgrade lagoons and land apply part of the year as required to meet phosphorus load cap
3 – Upgrade lagoons; construct winter storage, and 100% effluent disposal through land application
4 – Hybrid lagoon system with mechanical components
5 – Mechanical treatment – conventional activated sludge with nutrient removal
6 – Mechanical treatment – membrane bioreactor (MBR)
7 – Mechanical treatment – sequencing batch reactor (SBR) – not fully evaluated

The alternatives were reviewed. It was asked in regards to the land apply option if the City needed to purchase the property. Jim stated the State would prefer you purchase, but they do allow leases. The lease would need to be long term due to the importance it plays with the lagoon operations. The question was asked about the property – what is grown on it? Gary stated it is usually alfalfa, but can be feed corn.

There cannot be any run-off into ditches or rivers with the land apply option. It would require the ditches in this area be piped. It also does not have to be the property adjacent to the lagoons; it could be pumped to property farther away. Jamie stated it would require a full time employee to manage the wheel line watering, there needs to be buffer zones established and there are structures on the property such as barns that would need to be cleaned up.

At first the State would not allow alternative #4. But when the master plan was being worked on and the costs were so high on other alternatives, they said they would consider it. There are not any hybrid lagoons systems like this in the western United States. There are some in Iowa, Indiana, Minnesota and Canada. There is not a lot of data on the systems due to the first one being constructed in 2008.

Alternative #5 is the type of plant that was just completed in Coalville. This type of system is completely customized. The costs are high – the estimate is $13.46 million. This plant would meet all requirements and the City would not need to worry about future regulations.

Alternative #6 is the "Cadillac" option. They would not recommend this for Morgan. This type of system is what Santaquin has; all of the effluent goes into pressure irrigation system. Alternative #7 has not been fully evaluated. Information on it was presented and Gary and Jim stated they could provide more if there is interest.

The final few slides compared the monetary and non-monetary ranking for each alternative. It is difficult for Morgan to qualify for grants due to the high median adjusted gross income (MAGI). There were some comparisons given for loans and the interest rates available. The USDA will not award grants in Morgan but will loan money. The Division of Water Quality will give grants when the user rate reaches $71.26 per month.

The graph showing user rates for conventional mechanical systems versus hybrid lagoons was reviewed. It was stated Coalville was able to obtain grants for their new plant, there new rates are $42 per month. The maintenance and system replacement costs are part of the fees. There are no impact fees factored into the fees shown.

Mayor Little stated only a handful of communities have constructed new systems. Is there going to be a lot of communities needing to replace systems in near future? Gary stated this will depend on the community population growth and their existing system, but the proposed regulations will affect a lot of cities and towns.

It was asked what JUB recommends from the 7 types of alternatives. Gary and Jim stated there are pros and cons to each – but they feel it would be worth looking into the SBR and hybrid systems. The fear with hybrid lagoons is them not meeting limits in the near future; it is not a long term solution. There could be some benefit in rates if there were areas of the County that could use the system. However, the County does not currently have a sewer system, other than in Mtn. Green and the cost of infrastructure is very high.

The members thanked Gary and Jim for the information they presented. They would like to have more information on Alternative #7. Gary stated they would get the information requested to the members and encouraged them to contact them with any questions they may have.

The remaining items on the agenda were not discussed.

This meeting was adjourned at 7:30 p.m.

_____

Julie A. Bloxham, Recorder

These minutes were approved at the _____meeting.

NOTICE OF MEETING TO BE HELD IN
PUBLIC AND CLOSED SESSION
OF THE MORGAN CITY COUNCIL

Pursuant to Utah Code, Title 52, Chapter 4, notice is hereby given to members of the Morgan City Council and to the general public that the Morgan City Council will hold a meeting in public and closed session on Tuesday, April 26, 2016 at 7:00 p.m., in the Council Room in the City Office at 90 West Young Street.

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, APPROVAL OF MINUTES AND WARRANTS:

   1 set of warrants
   April 12, 2016 minutes

2. PRESENTATIONS:

Lydia Nuttall- Forgotten American book presentation

Morgan High Cheerleaders - Flags

Utah State project team – Commercial Street project design

3. CONSENT ITEMS: (These items will be discussed and voted as one item)

4. PUBLIC HEARINGS

5. NEW BUSINESS:

Hotel Study – approval to update

Resolution 16-14 –grant of easement for wiring or fiber and conduit for telecommunication facilities

6. UNFINISHED BUSINESS

7. SPECIAL REPORTS

8. CITIZEN COMMENTS:

9. ADJOURN

Notice is hereby given that:

- A work meeting will be held at 6:00 p.m., or at another time as posted to discuss miscellaneous matters.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- By motion of the Morgan City Council, pursuant to Title 52, Chapter 4 of the Utah Code, The City Council may vote to hold a closed meeting for any of the purposes identified in that chapter

In compliance with the American with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Julie A. Bloxham, City Recorder, (801) 829-3461 at least 24 hours before the meeting.

This meeting may be held electronically to allow a member to participate.

Posted on 04-20-2016
11:00 a.m.
Julie A. Bloxham, Recorder

MINUTES OF MEETING HELD BY MORGAN CITY COUNCIL IN REGULAR SCHEDULED OPEN PUBLIC SESSION ON TUESDAY, APRIL 12, 2016 AT 7:00 P.M., IN THE COUNCIL ROOM OF THE CITY OFFICE LOCATED AT 90 WEST YOUNG STREET

Present: Mayor, Ray W. Little.

Council Members: Tony London, Jeff Wardell, Mike Kendell, Fran Hopkin and Bill Cobabe.

City Staff: Gary Crane, Attorney; and Jamie Grandpre, Senior Wastewater Operator.

Others present: Sally Jensen, Eric Turner, Dan Dickson, Dayton Payne, Tyson Witte, Becky Shaw; Allen Shaw, and Weston Fry.

This meeting was called to order by Mayor, Ray W. Little.

The opening ceremony was presented by Tyson Witte.

The pledge of allegiance was led by Dayton Payne.

Minutes and Warrants

MOTION: Tony London moved to approve the minutes of the March 29, 2016 meeting and two sets of warrants.

SECOND: Bill Cobabe. Vote: 5 ayes.

Presentations

Gina Grandpre – Council Fair
Request for Funds

Gina asked for this item to be removed from the agenda.

New Business

Ordinance #16-04
Zone Change Request – R-1-8 to RM-15
Property at Approximately 900 North 700 East

This item was removed from the agenda. Ordinance #16-03 that was approved at the last meeting approves this zone change request.

Resolution #16-12
NA Properties
Development Agreement

This resolution is regarding the approval of a development agreement for the NA Morgan properties – in particular the RM-15 zone in North Morgan. Tony stated for those present this was discussed at the last council meeting when the public hearing was held for the zone change and general plan amendment.

The main items that were of concern were limiting the RM-15 zone to 20 units, having them tailored towards 55 years or older tenants, and requiring them to be single story units.

Mayor Little explained to the public the development agreement will stipulate what can and cannot occur in this development.

MOTION: Tony London moved to adopt Resolution #16-12, a resolution authorizing the City of Morgan to enter into a development agreement with NA Morgan, LLC. for the development of property at approximately 900 to 1000 North on 700 East; and authorizing the Mayor to execute said agreement.

SECOND: Jeff Wardell.

ROLL CALL VOTE:
Bill Cobabe – aye
Mike Kendell – aye
Jeff Wardell – aye
Tony London – aye
Fran Hopkin – aye

Resolution #16-13
Award Bid
2016 Mountain View Sewer Outfall Project

Jamie Grandpre was asked to explain this project. He stated this on 700 East and is being done to tie sewer line into the Mountain View development that was not done when the original developer installed the infrastructure. This is in the water source protection 2 area and they will need to follow the new sewer construction standards since it is near the culinary water well.

The members discussed the improvements and what existing lines it will tie into. Jamie stated this will provide easy access for maintenance in the future. Bill asked for an explanation on why this was not completed by the developer. It was stated the original developer went bankrupt. There was an agreement with the new developer that stated the City would provide this line.

Attorney Crane stated this was part of overall package when new developer agreed to take over the project.

MOTION: Fran Hopkin moved to adopt Resolution #16-13, a resolution approving an agreement for construction of the 2016 Mountain View sewer outfall project between Mecham Brothers, Inc. and Morgan City, in the amount of 39,616.50.

SECOND: Bill Cobabe.

ROLL CALL VOTE:
Bill Cobabe – aye
Mike Kendell – aye
Jeff Wardell – aye
Tony London – aye
Fran Hopkin – aye

There was one typographical error in the resolution that was corrected – the word "Skyview" was removed under #1.

Special Reports

At the next meeting there is a budget work session scheduled. It was decided by the members to start this work session at 5:30 p.m. Mike stated he will be unable to attend that meeting.

Council Department Review

Mayor Little stated he would like the members to present information on information they received at the recent UAMPS meetings. There was one in Salt Lake and one it St. George. He would also like an overview of classes they attended at the ULCT meetings last week.

Mike stated he had sent the members an email regarding the Eagle Scout project being done that will refurbish and update the "Morgan" sign at the corner of Commercial and State Street. The scout that is going to do the project is going to keep the paint as close to the original colors as possible. Mike asked if the City would be willing to participate in purchasing a larger amount of paint to do upkeep in future.

Mayor Little stated if it is done correctly it will not need touch up for several years. He is not sure the paint will stay good that long. Bill stated this is a City sign and he feels the City should provide the paint, not have the Scout purchase it. The members stated they were okay with the City paying for the paint.

Mike stated at the last meeting, Staci Larsen representing Operation graduation asked the members if their group could do a service project. They will use the money they earn from the project for their graduation event. It was decided they could remove the weeds and trash next to recreation complex and pick up litter along Mickelsen Mile.

Mike had a conversation with the Director of the recreation facility and he stated they are going to spray the weeds. He suggested some other items they could do. Mike asked if there were any objections to doing other projects. The members were okay with the suggestion. Tony stated they can spray the weeds, but they are over a foot high and he feels they will still need to be cleaned up. Mike will coordinate with Staci on this project.

Mike told those present that soccer has moved to Morgan. It has been added to the recreation program and he feels this will be a great benefit to the community.

Bill stated there will be a meeting on May 19th regarding the FEMA flood map revisions. The portion of the meeting the public will be invited to attend will probably be 6 – 8 p.m. and will be done as an open house. The FEMA officials are going to meet earlier in the day with elected officials, staff and others. There are some significant changes to these maps and the City needs to give comments. He asked the members to attend if they can. They are still working on a location; he will let them know when more information is available.

Tony stated there are vehicles that are still parking on the sidewalk adjacent to Riverside Park. Jeff stated Bernie is ordering signs and is looking at possibly painting lines. Bill will talk to the Sheriff department and ask them to patrol this area and make persons aware this is a problem.

Fran gave the members an update on the sewer ponds. Pond #1 was dredged last fall, there is a contractor hired to do this work. They started recently on pond #2. They originally estimated they would remove 3.8 million gallons from pond 2. When they drained the pond they discovered large pools of material. It was estimated they would remove the 3.8 million gallons by today and there will be an additional 2 million gallons. Fran stated he feels this needs to be done correctly. He and Jamie will oversee the progress and have given approval to remove 1 million extra gallons. They will reevaluate after that level is reached.

Mike stated he met with Mark Schmid and Tony Pantone, architect at the depot building. They went over layouts for the concrete improvements. Shayla Hurlbut, Economic Development Director has been working on a grant from the State Historical office. There has been some miscommunication about this project. Tony is not able to start this project until late July – early August. This will not be done in time to apply for the $10,000 matching grant. Are members okay with this?

Mayor Little stated when this was approved all that was talked about was having the Architect draw up design options. He is not sure they approved doing the work this year. Mike stated the grant can be used until August 2017. They have extended the deadline for the City and it needs to be submitted soon.

He feels that he, Mark and Jeff could do some conceptual drawings that could be used to apply for the grant. Mayor Little stated Tony was going to provide the architect work, but there is still some engineering work that needs to be done. Bill stated he would hate to lose out on a $10,000 grant – if Mike, Mark and Jeff can do some drawing to file for grant he feels we need to pursue it.

Mayor Little stated the question that needs to be asked is if the members are ready to commit $10,000 for construction? Fran stated he feels it was not originally planned to happen this soon –but he is fine with moving forward with grant application. Jeff stated he is willing to help in any way possible. The members agreed that a plan to suffice for the grant application should be done by staff and Mike and Jeff, and the other work could proceed as planned.

Attorney Crane updated the members on the IPA item. They are still negotiating with California on the contract. It has been proposed to convert the IPA plant to gas from coal. The City signed

the second amendatory agreement and agreed to take to next step. They now need to decide how much power to take. He received a letter from the IPA director stating the amount of power California wanted was reduced from 1200 to 800 kilowatts – and now even lower – 600 kilowatts. They want the City to determine how much power they want from this plant. They suggest appointing someone, preferably the Mayor to negotiate how much. Paul Simmons, Lead Lineman and UAMPS representative stated we have not used any of our current IPA power; we have been able to sell all of ours to California. We may have a need to use it in the future. There is a huge concern with what the costs will be to maintain the plant in the future. When Attorney Crane asks these questions, he has not been able to get an explanation of the costs. IPA is still in negotiation with California. IPA representatives will come to the City to make a presentation on this item.

Attorney Crane stated he is not sure the City wants to take on the risk. A lot of conditions have changed from original agreement. One of the main ones is if the City decides they need to use the power and they take power back and do not sell it to California – they cannot reverse this decision. They have to keep the power they called back. If the participating cities fall short and go below a certain level – California would be the main controller over IPA plant. Attorney Crane did not feel comfortable bringing the proposed contract to the City due to the inability to obtain answers to the questions he had. There are a lot of unknowns. He will keep the members informed as more information is available.

Mike asked if Attorney Crane is aware of the nuclear plant being constructed in Green River. There was discussion on this plant and how it was being constructed. Mike stated there is a company paying all of the upfront costs, construction, etc. He asked why this is so different from the ones proposed by UAMPS. Tony stated the one in Green River is a huge plant. Also, they will be commercially retailing the power. The differences between the proposed Idaho and the Green River nuclear plants were discussed.

Mayor Little stated the need to determine what is better for the City. Would it be better to buy power off the market in the future instead of buying into the purchase of projects? We do not use the power that we currently have. Does it make sense to buy into the nuclear project being proposed in Idaho? Attorney Crane stated there is a requirement to have a certain percentage of "clean power". Bill stated he would like to see the nuclear option – he is not sure if "Nuscale", which is the one proposed in Idaho is the way to go – but nuclear is an option that needs to be looked at.

Bill gave the members some information on the power grid in Texas. Individuals can go online and purchase power as needed. There are also a lot of companies that are promoting solar panels, net metering figures into this.

Mayor Little stated he would like to get update on what occurred at League meetings, this can be done at a future meeting.

This meeting was adjourned at 8:35 p.m.

_____

Julie A. Bloxham, Recorder
These minutes were approved at the _____meeting.

RESOLUTION #16-14

A RESOLUTION ADOPTING AND APPROVING A GRANT OF EASEMENT BY MORGAN CITY

WHEREAS, the Morgan City currently owns certain property and has leased a portion of the property to certain telecommunications facility providers; and

WHEREAS, the City Council of Morgan City has determined that it is in the best interest of the City to grant a non-exclusive easement for the placement of wiring or fiber to the telecommunication facilities; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MORGAN CITY:

1. That the Easement for the provision of wiring or fiber and conduit for telecommunication facilities be granted by the City as Grantor, to T-Mobile West Tower LLC as Grantee, which easement is attached hereto and incorporated herein by this reference.

2. The Mayor is authorized to execute the Easement.

Dated this 26th day of April, 2016.

_____

Ray W. Little, Mayor

ATTEST:

_____

Julie A. Bloxham, Recorder

EASEMENT

THIS EASEMENT (the "Agreement") is made effective this ____ day of _____, 20___, by and between City of Morgan (Federal Tax Identification Number/Social Security Number: _____) ("Grantor") and T-Mobile West Tower LLC, a Delaware limited liability company doing business as CCTMO a Delaware limited liability company, it's Attorney in Fact ("Grantee").

WHEREAS, Grantor owns property located in 530 North River Rd. Morgan, UT 84050 granted to Grantor by deed dated _____ and recorded at book _____, page _____ ("Grantor's Property"), and

WHEREAS, Grantee desires to obtain an easement on Grantor's Property for the purposes contained herein.

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

1. **Grant.** Grantor grants and conveys to Grantee and its lessees, licensees and invitees the nonexclusive right of ingress, egress and regress for vehicular and pedestrian traffic over, across, and under Grantor's Property, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes as more fully shown on Exhibit A attached hereto and made part hereof ("Easement Area").

2. **Easement Term**. The term of this Agreement shall commence as of the date of this Agreement and shall continue for a period of 15 years. The term of this Agreement shall automatically be extended for five years, unless this Agreement is terminated by Grantee giving written notice to Grantor three months prior to the anniversary of the date of this Agreement or if the Agreement terminates pursuant to the provisions set forth herein.

3. **Right to Terminate; Effect of Termination**. Grantor or Grantee shall have the right to terminate this Agreement, at any time, without cause, by providing the other party with one hundred eighty (180) days' prior written notice. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder. Prior to the termination of this Agreement, Grantee shall remove all of its personal property from the Easement Area and restore Grantor's Property to the condition it was in before this Agreement, reasonable wear excepted.

4. **Removal of Obstructions**. Grantee has the right to reasonably remove obstructions from the Easement Area, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall dispose of any materials removed.

5. **Recording**. Grantee or Grantor shall have the right to record a memorandum of this Agreement with the appropriate recording officer. The non-requesting shall execute and deliver such a memorandum, for no additional consideration, promptly upon request by the other party.

6. **Hold Harmless**. Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents.

7. **Interference with Grantor's Business**. From and after the date hereof and continuing until the Agreement is terminated, Grantor shall have the right to use the Easement Area in any manner that will not interfere with the rights of Grantee contained herein.

8. **Entire Agreement**. Grantor and Grantee agree that this Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

9. **Construction of Document**. Grantor and Grantee acknowledge that this document shall not be construed against the drafter by virtue of said party being the drafter.

10. **Applicable Law**. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located.

11. **Notices**. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested to the addresses contained herein. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.

If to Grantor:

_____
_____
_____
_____

If to Grantee:

Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

12. **Partial Invalidity**. If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

13. **Successors and Assigns**. Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

GRANTOR: _____

_____
Witness

By: _____
Print Name: _____
Print Title: _____

GRANTEE: **T-Mobile West Tower LLC,**
a Delaware limited liability company

By: CCTMO LLC,
its Attorney in Fact

_____
Witness

By: _____
Print Name: _____
Print Title (if any): _____

ACKNOWLEDGEMENT

State/Commonwealth of _____
County of _____

On this, the _____ day of _____, 20___, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared _____ [signer's name], known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within Easement, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public

ACKNOWLEDGEMENT

State/Commonwealth of _____
County of _____

On this, the _____ day of _____, 20___, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared _____ [signer's name], who acknowledged him/herself to be the _____ [title] of _____ [Crown entity], a _____ [corporation/limited liability company], and that that he/she, being authorized to do so, executed the foregoing Easement for the purposes therein contained.

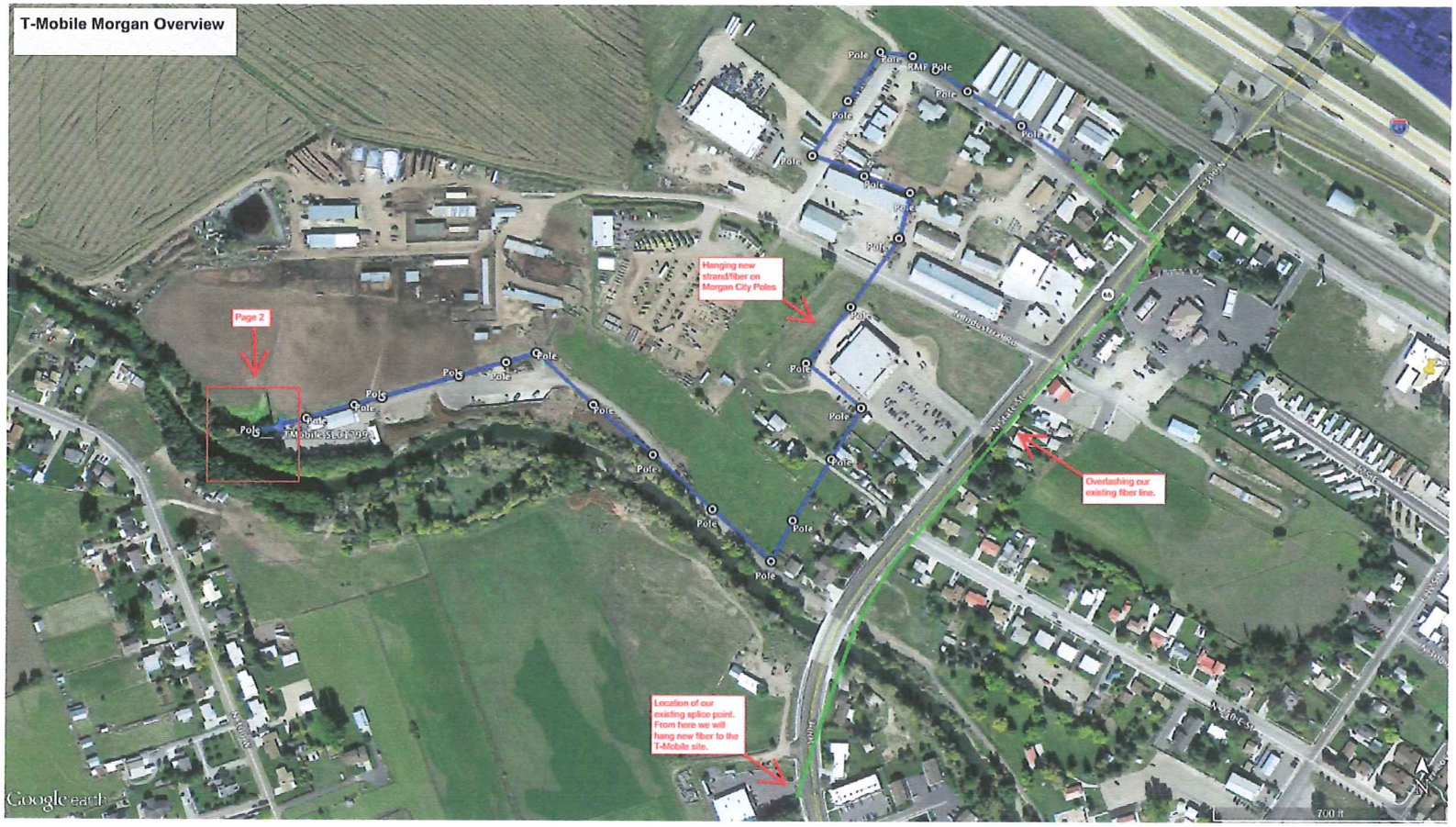
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

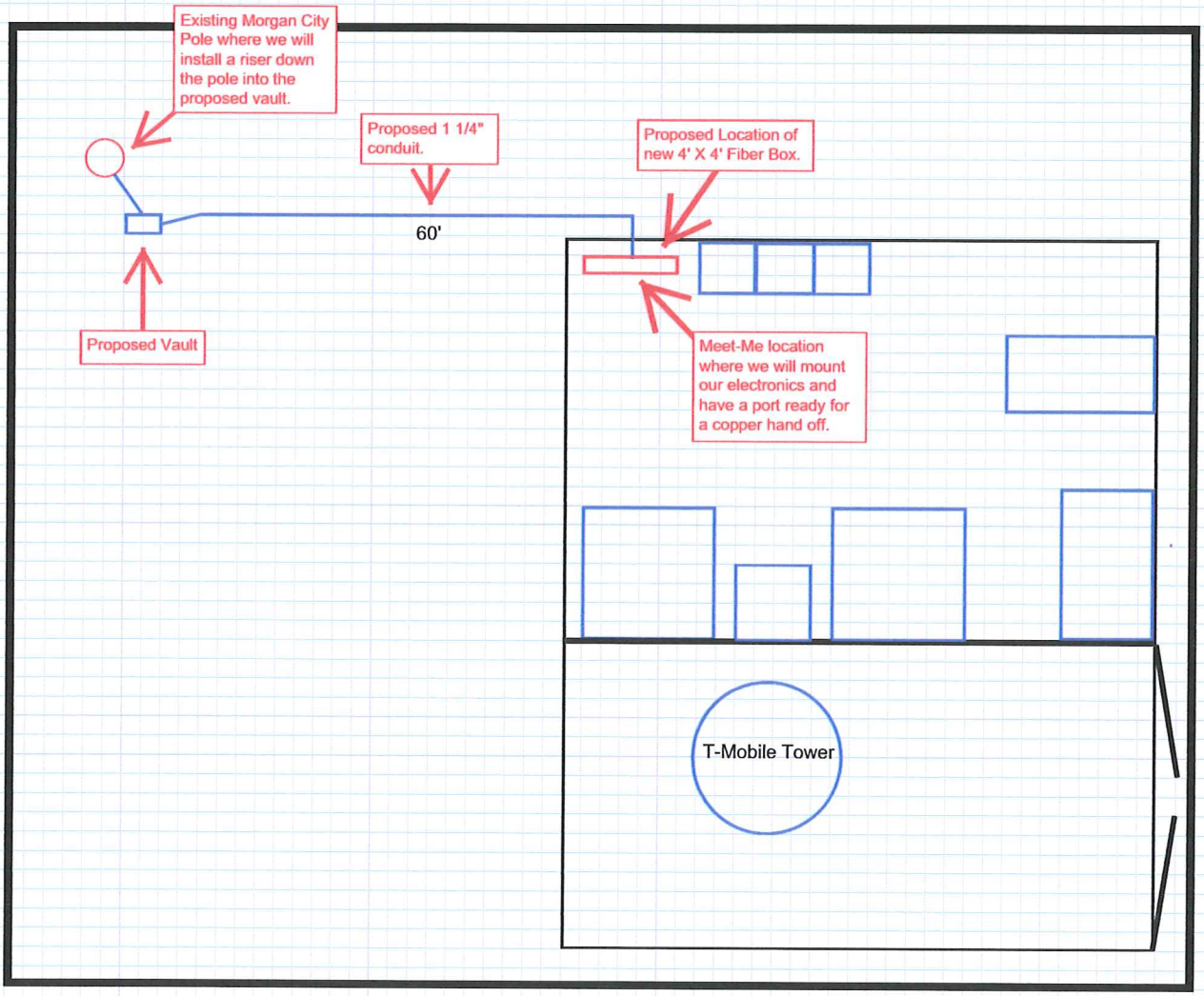
_____
Notary Public

Business Unit Number: 826066
Site Name: Morgan_Tree_Dump

EXHIBIT "A"

[description of the Easement Area]


T-Mobile Morgan Overview
Page 2
Hanging new strand/fiber on Morgan City Poles
Overlashing our existing fiber line.
Location of our existing splice point. From here we will hang new fiber to the T-Mobile site.
Pole
RMP Pole
T-Mobile SE01799
Google earth
700 ft


Existing Morgan City Pole where we will install a riser down the pole into the proposed vault.
Proposed 1 1/4" conduit.
Proposed Location of new 4' X 4' Fiber Box.
60'
Proposed Vault
Meet-Me location where we will mount our electronics and have a port ready for a copper hand off.
T-Mobile Tower