

Docket No. 15-066-01

June 4, 2015

A. Debbie DePompeii. 8822 Arroyo Azul Street, Las Vegas, NV 89131. I am a Principal with IntelliSites, LLC, and currently responsible for the daily operations of IntelliSites, LLC, including sales, marketing, site acquisition, land-use entitlement and generating new strategic direction for the company.

A. Since 1996, I have held various positions in the wireless communication industry, providing site acquisition and land use entitlement for a variety of projects in Nevada, California, Arizona and Utah, including Pacific Bell Mobile Services, Cingular Wireless, Sprint PCS, T-Mobile and AT&T. In August 2004, I joined Mountain Union Telecom as Site Acquisition & Development Manager responsible for leasing and zoning multi-tenant tower development sites. After the sale of Mountain Union Telecom to Crown Castle in June 2006, I formed Turn-Key Telecom, LLC in July 2006 and IntelliSites, LLC, in November 2009, which are consulting companies co-owned with Todd Fuson. For the past nine years, Turn-Key & IntelliSites have served as InSite Tower's western regional tower developers.

1 having leased, zoned and built 25+ multi-tenant tower sites for InSite, in addition
2 to marketing and leasing their tower portfolio in Nevada, Utah, Arizona, Idaho,
3 California, Hawaii, Washington and Colorado.

4 **Q. What is the scope of your testimony?**

5 A. I will discuss the nature and development of the Dixie Drive Cell Tower
6 project that InSite Tower Development, LLC, is pursuing near St. George, Utah,
7 including a description of the various permits and studies that have been involved
8 in developing the project.

9 **Q. What is the relationship between IntelliSites, LLC, and InSite Towers**
10 **Development, LLC, which is the Complainant in this proceeding?**

11 A. IntelliSites, LLC, specializes in the development and management of multi-
12 tenant wireless communication towers and roof-top sites. Its principals have more
13 than 20 years of professional experience in tower development. IntelliSites was
14 engaged by InSite Towers Development, LLC, a Delaware limited liability company,
15 on a contract basis to provide certain services related to site acquisition, zoning and
16 construction in connection with the development of new communication towers, as
17 well as customer collocation services. The Dixie Drive Cell Tower is a project that
18 comes under an InSite-IntelliSites tower development agreement. InSite Towers
19 Development, LLC, is a wholly owned subsidiary of InSite Wireless Group, LLC,
20 also a Delaware limited liability company.

21 Once the Dixie Drive Cell Tower is constructed, InSite Towers Development,
22 LLC will be the owner and operator of the facility.

23 For convenience, I will refer to "InSite" generally in discussing the proposed
24 tower project.

1 **Q. Please describe generally the purposes of the Dixie Drive Cell Tower**
2 **project and what services it will provide.**

3 A. InSite is proposing to construct a new co-locatable, 100' wireless
4 telecommunications facility that will be able to accommodate six future user collo-
5 cations, such as wireless communication providers, internet service providers and
6 emergency services. Verizon Wireless will be collocating at the 96' level upon
7 completion of the tower. The location of the proposed facility was chosen because
8 it is situated on a high ridge at an elevation of 2695', giving wireless communica-
9 tion companies the ability to provide a substantially greater range of coverage.
10 This improved coverage would include areas along South Dixie Drive in St. George
11 from the I-15 freeway to West Sunset Boulevard/Route 8, as well as areas of high-
12 density of residential homes to the north and commercial establishments along
13 Dixie Drive. The installation and operation of the project would reduce the need
14 for more sites to cover this area in the future.

15 **Q. Where is the project located?**

16 A: The project is located on the most southern triangular tip of 23.43-acre parcel
17 in Washington County, Utah, designated as Parcel #7516-A. This is just west of
18 Dixie Drive and north of Cisco Drive (streets in St. George). Exhibit ITD 1.1 pro-
19 vides maps showing the location.

20 **Q: When was the project initiated, and what were the first steps in getting**
21 **it underway?**

22 A: IntelliSites began pursuing a communication tower site location on behalf of
23 InSite Towers, LLC, in early 2012 after a tower site proposed by Verizon Wireless at
24 Sunbrook Ranch at 415 S. Dixie Drive in St. George was denied by the City.

25 After attempts in April 2012 to lease a portion of a nursery located at 1335 S.
26 Dixie Drive in St. George failed, IntelliSites, over several months, was able to
27 negotiate a lease on Parcel # 7516-A between InSite Towers, LLC, and the propert

1 owners, Orwin H. & Velda L. Gubler. An Option & Ground Lease Agreement with
2 the Gublers was executed in April 2013. A portion of this agreement is included as
3 Exhibit ITD 1.2.

4 **Q: What is the potential for securing a customer base for services once the**
5 **tower is constructed?**

6 A: Once the tower development site had been secured, IntelliSites began market-
7 ing the site to all the wireless communication providers serving the greater St.
8 George market in order to secure an anchor tenant. Verizon Wireless has submit-
9 ted a completed Customer Site Application and Collocation Letter dated April 3,
10 2015, to IntelliSites, indicating its intention to collocate at the site and to execute a
11 communications license agreement once power is available to the site. The appli-
12 cation and collocation letter are included as Exhibit ITD 1.3.

13 **Q: What land-use authority has IntelliSites/InSite Tower obtained in**
14 **connection with the construction and operation of the proposed tow-**
15 **er?**

16 A: On behalf of InSite Towers, IntelliSites submitted an application for a condi-
17 tional use permit ("CUP") to the Washington County Land Use Department in
18 November 2013.

19 After additional information concerning the close proximity to adjacent
20 parcels and the "fall zone" were adequately addressed by InSite, the Planning
21 Commission approved a CUP for the project for a period of one year. A copy of
22 January 13, 2014, CUP approval is attached as Exhibit ITD 1.4.

23 In light of the delay in obtaining electric power service to the Tower Site,
24 IntelliSites represented InSite Towers and sought an extension of InSite's CUP
25 approval until December 31, 2015. This was approved by the Washington County
26 Planning Commission. A copy of the CUP extension is attached as Exhibit ITD 1.5.

1 **Q: Were there other regulatory approvals required?**

2 A: Yes. Tower installations of this type require approval from the Federal Avia-
3 tion Administration. IntelliSites submitted its plans to the FAA for approval, which
4 was granted on February 13, 2014. A copy of the FAA approval is attached as
5 Exhibit ITD 1.6.

6 **Q: Have there been environmental considerations?**

7 A: Yes. InSite contracted with Terracon Consultants, Inc., to provide a Phase I
8 Environmental Site Assessment, a NEPA Land Use Compliance Report and the
9 NEPA Checklist for Proposed Monopole Telecommunications Tower Site.

10 In summary, these reports indicate there will be no adverse impacts of the
11 proposed site. Copies of portions of the Phase I assessment and NEPA reports are
12 attached as Exhibits ITD 1.7, 1.8 and 1.9, respectively.

13 **Q: In is testimony, Todd Fuson addresses InSite's efforts to obtain ade-**
14 **quate electric service to the Tower Site. How does a major telecom-**
15 **munication tower site progress so far toward construction and opera-**
16 **tion stages when electric service to the facility had not yet been ob-**
17 **tained?**

18 A: In this day and age where electric service is widely available for residential,
19 commercial and industrial purpose, it was inconceivable to InSite that there would
20 be any difficulty in obtaining the modest electric service needed to power a facility
21 of this type. The site is no more than a few hundred feet from a substantial collec-
22 tion of commercial establishments. In a normal situation, it would be routine to
23 contract with the electric company providing that type of nearby service to obtain a
24 line extension with adequate service for the facility. Little did we suspect the
25 peculiar statutory provision and annexation requirement that would be used by the
26 City of St. George to deny service.

1 **Q: Why have you brought the matter to the Public Service Commission?**

2 A: InSite was told by St. George that it would provide the requested service if the
3 lessors of the Tower Site, the Gublers, were to apply for annexation to the City. The
4 Gublers have indicated their opposition to filing such an application, and InSite has
5 no means of bringing about the application that St. George has insisted on.

6 Given St. George's denial of InSite's request and the fact that the Tower Site is
7 not in the City, InSite determined that the site is contained within the area subject
8 to a certificate of convenience and necessity held by Dixie-Escalante Rural Electric
9 Association ("Dixie").

10 Upon contacting Dixie, InSite was informed that Dixie believed it no longer
11 had any authority or ability to serve a facility at the Tower Site. Dixie cited a 1981
12 agreement with the City of St. George in which it appears to have sold various
13 utility assets that were serving customers in an area near the Tower Site.

14 **Q: Why doesn't InSite contract with Dixie for an extension of its existing**
15 **system under Dixie's current line-extension policy on file with the Pub-**
16 **lic Service Commission?**

17 A: Although no specific cost estimates have been provided to InSite, we have
18 been informed that the costs would undoubtedly be so high under Dixie's policy
19 that it would make the Dixie Drive Cell Tower project completely infeasible. That
20 general conclusion is corroborated by Dixie's response to an interrogatory posed to
21 it by InSite.

22 Q. If Dixie Power were to be required to supply InSite with electric
23 service at its tower site, as described in ¶ 12 and ¶ 5 of the Complaint, explain
24 how Dixie Power would provide such service, including general specification of
25 new facilities that would be required and any connections to existing Dixie
26 Power facilities.

27 Answer: [A] likely path that could be studied for such service
28 would be to extend a primary distribution line from the end of the existing
29 Dixie Power distribution system in the western portion of Bloomington to the
30 tower site on the west side of Green Valley. Such a route would probably be
31 along the west edge of the City of St. George, where there would likely be less

1 encumbrances on the properties to be crossed, then across properties owned by
2 the BLM and SITLA, depending on the exact locations where InSite could
3 procure rights-of-way and obtain the necessary conditional use permits from
4 the City, and complete/obtain any other studies, permissions, and permits as
5 needed from BLM and SITLA. The distribution line would be built according
6 to standards promulgated by the United States Rural Utility Service; the exact
7 wire size and number of phases would depend on the load requested and the
8 height, class, and quantity of the poles would depend on the terrain to be tra-
9 versed.

10 **Q: Should InSite be required to pay the full cost of such an extension?**

11 A: No.

12 **Q: Why not?**

13 A: It appears to InSite that, had Dixie not sold or abandoned the facilities it had
14 in the area of the Tower Site to St. George in 1981, it would be in a position today to
15 provide necessary service without the prohibitively costly extension that it has
16 described in the response quoted above. We think the Public Service Commission
17 is the proper authority to resolve a matter concerning Dixie's obligation to provide
18 service in its certificated area.

19 **Q: What relief do you seek from the Commission?**

20 A: The more practical solution to InSite's problem would be for the City of St.
21 George to provide the service. However, we recognize that the Commission has no
22 jurisdiction over St. George and cannot impose any service requirements on the
23 City. However, the predicament that InSite finds itself in was originally generated
24 by the actions of Dixie in 1981 in turning over its obligation to provide service in its
25 certificated service area to the City of St. George without Commission ap-
26 proval—along with the facilities that might have been the forerunners of electric
27 facilities that could now be extended to serve InSite without the costly line exten-
28 sion described above.

29 Dixie is the root cause of InSite's current inability to obtain adequate electric

1 service, through its unauthorized abandonment of its service territory to an entity
2 that refuses to provide the service—the City of St. George. Therefore, we believe
3 the Commission should order Dixie to take such action as necessary to put InSite in
4 the position that it would have been in had Dixie not abandoned its service territory
5 and sold various facilities to St. George.

6 This would mean either installing facilities adequate for InSite's purposes, as
7 described by Mr. Fuson, or engaging the City of St. George in such a way that St.
8 George agrees to provide the required service.

9
10 **Q: Do you have any final comments?**

11 A InSite is engaged in the development of a telecommunications project that has
12 the potential to provide enhanced communications capability not only to residen-
13 tial homes and commercial users, but to public-service users such as police, fire
14 and other emergency service providers. Its efforts to complete such a project
15 should not be brought to a halt because the utility company that has the service
16 obligation in the area of the Tower Site improperly surrendered those obligation
17 without Commission approval to an entity that now refuses to provide the service.
18 The burden should fall on Dixie, one way or another, to see that InSite gets electric
19 service at reasonable rates.

20 **Q. Does that conclude your direct testimony?**

21 A. Yes.

EXHIBIT ITD 1.1

Docket No. 15-066-01



3 Phase Line

1 Phase Line

10 kVA Trans

Gubler Ln

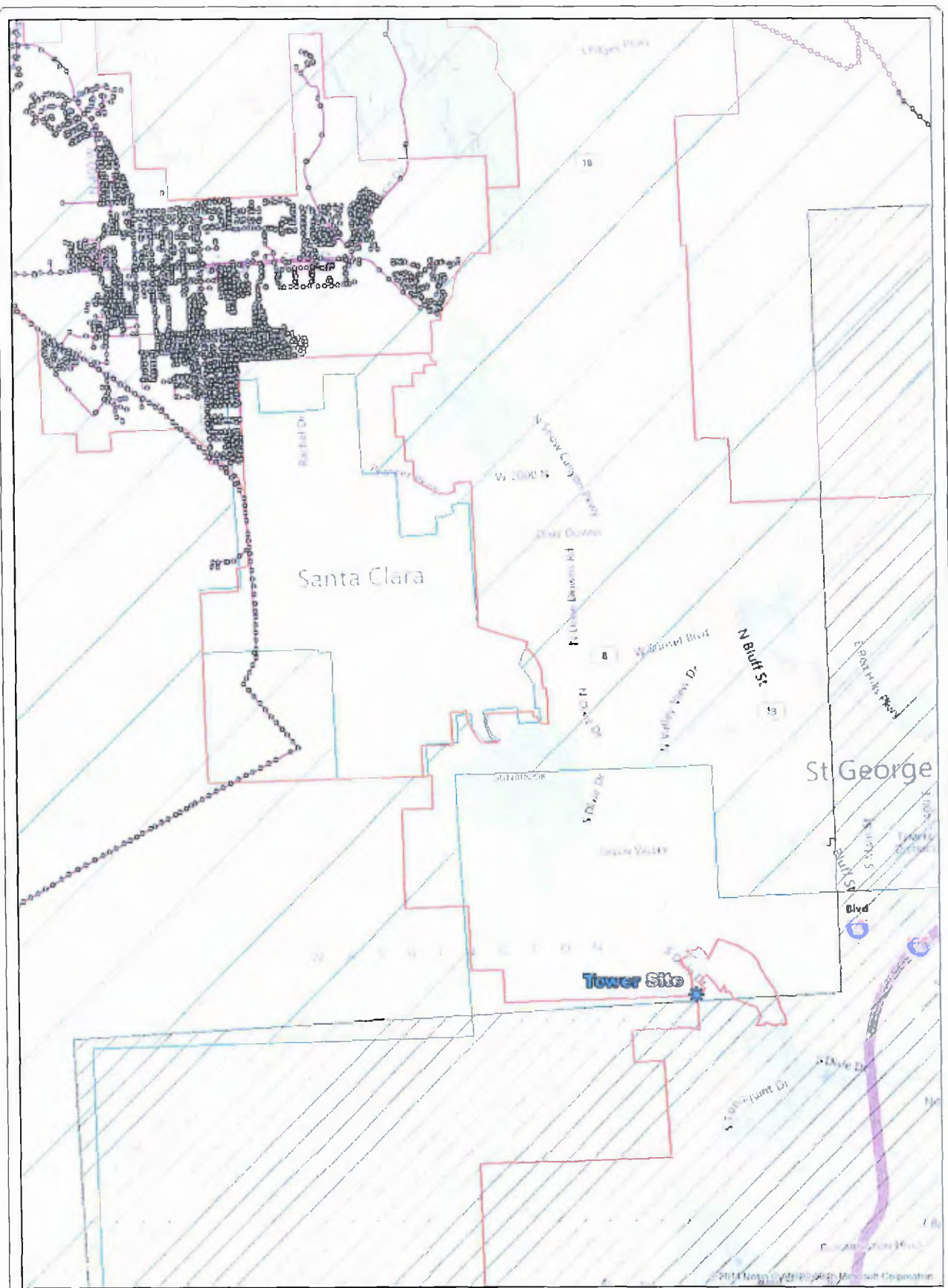
Existing 15 kV Switchgear

Proposed Cell Site

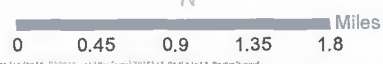
© 2014 Google

Google Earth

21 S 269444 25 m E 4107761 68 m N elev 2599 ft eye alt 5715 ft



Rocky Mountain Power
Service Territory
Dixie Drive (Parcel #7516-A)



Legend

- | | | | |
|--|----------------|--|-------------------|
| | Pacific Power | | Distribution Line |
| | Dixie Power | | Municipalities |
| | Facility Point | | |

PACIFICORP

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Data is projected in
UTM Zone 12, NAD83, meters.

PacificCorp makes no representations or warranties as to the
accuracy, completeness or fitness for a particular purpose
with respect to the information contained in this map.
PacificCorp shall have no responsibility or liability to any
person or entity resulting from the use of any information
furnished in this map.

EXHIBIT ITD 1.2

Docket No. 15-066-01

REDACTED
COPY

SITE NAME: UT051 Dixie
LESSOR: Orwin & Velda Gubler
LEASE NO.:

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this 23rd day of April 2013 (the "Effective Date") by and among Orwin H. Gubler & Velda L. Gubler, his wife, as joint tenants with full right of survivorship, and not as tenants in common ("LESSOR") and INSITE TOWERS, LLC, a Delaware limited liability company, ("LESSEE").

Recitals

- A. WHEREAS, LESSOR is the owner of the following described property located at un-addressed parcel adjacent to Dixie Drive, St. George, Washington County, Utah (APN# 7516-A), 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 _____ and 00/100 Dollars (\$ _____) (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 eighteen (18) months, commencing upon the date of mutual execution of this Agreement and ending eighteen (18) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for one (1) additional nine (9) month period (the "Extension Period") by giving written notice to LESSOR prior to the end of the Option Period, which notice shall be accompanied by an additional option fee payment of _____ and 00/100 Dollars (\$ _____), (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 southernmost 3,600 square feet of 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 and depicted in Exhibit "B" hereto (collectively referred to hereinafter as the "Leased Premises"). The Leased Premises, located at an un-addressed parcel adjacent to Dixie Drive, St. George, Washington County, Utah (APN# 7516-A), as more particularly described on Exhibit "A" attached hereto, is comprised of approximately Three thousand six hundred (3,600) square feet of ground space.

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, 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. In performing the Investigations, LESSEE shall finalize and determine the exact location of the Leased Premises, subject to LESSOR's reasonable approval as set forth herein, which shall not be unreasonably withheld, conditioned or delayed. Once LESSEE has made its preliminary determination of the location of the Telecommunications Facilities and the Leased Premises, LESSEE shall provide such preliminary location to LESSOR for approval. LESSOR shall approve the Leased Premises determined by LESSEE so long as the location of the Leased Premises is within the southernmost 3,600 square feet of the Property. If LESSOR fails to provide its approval within five (5) business days of receipt of the proposed location of the Leased Premises, the location and legal description, as applicable, of the Leased Premises shall be deemed approved by LESSOR.

(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.** (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly "Rent" an amount equal to _____ and 00/100 Dollars. The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. Rent shall be sent to LESSOR at _____

the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: 1115 W. Shady Springs Drive – St. George, UT 84770. As used herein, "Rent Commencement Date" means the earlier of (i) the six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) It is understood and agreed that the monthly Rent of \$ 00/100 Dollars described in Subparagraph 5(a) above is the monthly Rent if and for so long as no more than one (1) broadband wireless communications (cellular or PCS) Customer is operating from the Leased Premises and paying fees to LESSEE for use of the tower on the Leased Premises. In the event that additional broadband wireless communications Customers are added to the Telecommunications Facilities by LESSEE and begins paying monthly fees to LESSEE for use of the tower on the Leased Premises, the Rent shall be increased by the sum of \$ 00/100 Dollars per month per carrier. Any such increase in Rent pursuant to this Subparagraph 5(b) shall be effective upon the installation of a qualifying Customer and shall be payable along with the monthly Rent payment in Subparagraph 5(a) above. If the installation does not occur on the first day of the month, the Rent due pursuant to this Subparagraph 5(b) shall be pro-rated from the date of installation and due along with the following monthly rental payment

(c) Commencing on the first anniversary of the Commencement Date of this Agreement and continuing of each successive anniversary of the Commencement Date throughout the initial term and any Renewal Term(s) the then current Rent payable by LESSEE to the LESSOR shall be increased by an amount equal to % over the Rent payable by LESSEE to the LESSOR for the preceding twelve month period.

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 Exhibit "C," hereto (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 (LESSEE's "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 the existing utilities at the Leased Premises (including, without limitation, telephone service 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.

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. 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, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; 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) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 14 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) 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(c) 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. Further, Lessee acknowledges its agreements with its Customers shall contain a provision that the Customer shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to Customer's equipment and other property owned by Customer located at the Leased Premises. In addition, LESSEE shall be responsible for (and the parties agree to cooperate in good faith to identify) any increase in real property taxes assessed against the Property resulting from LESSEE's improvement of the Leased Premises and/or operation of the Telecommunications Facilities. LESSOR shall provide written demand for contribution to the payment of real estate taxes to LESSEE at least forty-five (45) days before the due date, and include written evidence of all taxes and/or assessments directly pertaining to the Leased Premises. LESSEE shall have the right, at its sole cost and expense, to contest any real property taxes and/or assessments on the Leased Premises and LESSOR agrees to reasonably cooperate, at LESSEE's sole cost and expense, with LESSEE in such a contest.

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; and (iii) 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 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:
InSite Towers, LLC
Attn: Legal Department
301 N. Fairfax Street, Suite 101
Alexandria, VA 22314
Telephone: (703) 535-3009
Facsimile: (703) 535-3051

With a copy to:
InSite Wireless Group, LLC
Attn: General Counsel
260 Newport Center Drive, Suite 421
Newport Beach, CA 92660
Attn: Legal Department
Telephone: (949) 999-3319
Facsimile: (949) 999-3359

If to LESSOR, to:
Orwin H. Gubler & Velda L. Gubler
Attn: Mark Gubler
1115 W. Shady Springs Drive
St. George, Utah 84770
Telephone: (435) 628-8786
Facsimile: (435) 673-1202

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 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"). As of the Effective Date of this Agreement, notices to LESSEE's lender are to be addressed to: Goldman Sachs Specialty Lending Group, LP, ATTN: InSite Account Manager, 6011 Connection Drive, Irving, TX 75039, or to such other address/and or lender as may be specified by LESSEE from time to time during the Term hereof. 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, upon written notice to LESSOR, to assign its interest in this Agreement, whether in whole or in part, to any affiliate or subsidiary of LESSEE, or to any person or entity that purchases all or substantially all of the assets of LESSEE whether by sale, merger, or other reorganization 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 term of this Agreement, 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), if LESSOR fails to convey the Property Interest that is the subject thereof 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) Upon the request of LESSEE, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as **Exhibit "D"** (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.

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

[SIGNATURE PAGE FOLLOWS.]

EXHIBIT ITD 1.3

Docket No. 15-066-01



Verizon Wireless
9656 S. Prosperity Road
West Jordan, UT 84081

April 3, 2015

Insite Towers Development, LLC
1199 North Fairfax Street, Suite 700
Alexandria, VA 22314
Attn.: Debbie DePompei

RE: VZW Collocation on UT-051 Dixie

Dear Insite,

Since 2013, Verizon Wireless (VZW) has been working with Insite on a proposal to collocate on their proposed communication facility, UT-051 Dixie. There currently is a Communication License Agreement that is waiting to be executed by both parties once power can be provided to the proposed tower. Once it is determined that power is available to the proposed site then VZW can finalize its site drawings and move forward with execution of the Agreement.

Sincerely,

Robert Whitlock



CUSTOMER APPLICATION

DATE SUBMITTED: 11/25/13

\$1,500 Site Application Fee is due upon
submission of this Customer Application.

CUSTOMER INFORMATION

COMPANY NAME:	Cellular Inc. Network Corporation d/b/a Verizon Wireless	PHONE:	(801) 463-1020 x2105
ENTITY Type (Inc., LLP, etc.):	Corporation	FAX:	
STATE of Inc.	Colorado	SERVICE (PCS, SMR):	CDMA - New Collocation

CUSTOMER ADDRESSES

COMPANY Address:	One Verizon Way, Mail Stop 4AW100	CITY/STATE:	Basking Ridge, NJ	ZIP:	*07920
BILLING Address:	Attn: Network Real Estate 180 Washington	CITY/STATE:	Bedminster, NJ	ZIP:	*07921
NOTICE Address 1:	Attn: Network Real Estate 180 Washington	CITY/STATE:	Bedminster, NJ	ZIP:	*07921
NOTICE Address 2:		CITY/STATE:		ZIP:	

CUSTOMER CONTACTS

PRIMARY CONTACT:	Loralee L. Holbrook	PHONE:	(801) 463-1020 x2105
TITLE:	Real Estate Specialist	E-MAIL Address:	Loralee.Holbrook@taec.net
SIGNATORY NAME:	Brian Mecum	PHONE:	
TITLE:	Area Vice President Network	E-MAIL Address:	
EMERGENCY CONTACT:		PHONE:	
TITLE:		E-MAIL Address:	
TECHNICAL/OPS:	Robert Whitlock	PHONE:	(801) 260-8714
TITLE:	RE Engineer	E-MAIL Address:	Robert.Whitlock@VerizonWireless.com
BILLING CONTACT:		PHONE:	
TITLE:		E-MAIL Address:	
LEGAL CONTACT:		PHONE:	
TITLE:		E-MAIL Address:	

SITE INFORMATION

CUSTOMER Site Name/ #:	UT4 HALFWAY	INSITE Name/ Site #:	DIXIE / UT051
SITE LATITUDE:	37° 5' 5.2"	SITE LONGITUDE:	113° 36' 32.9"
SITE ADDRESS:	636 GUBLER LANE	CITY:	ST. GEORGE
STATE:	UTAH	ZIP:	84770
		STRUCTURE TYPE:	MONOPOLE

SYSTEM REQUIREMENTS

POWER provided by:		TELCO provided by:	
Power Requirements:	Amps: Volts:	No. of Outlets:	
Generator Provided by:	Verizon Wireless	Make/Model:	Generac - SD060
Batteries:	Quantity: 24	Make/Model:	Hunter
		Fuel Type & Capacity:	Diesel 210 Gal

SPACE REQUIREMENTS & RADIO INVENTORY

Type of Space Required:	Ground: 12' x 30'	Floor:		Total Square Feet:	360 Square Feet
Dimensions of Floor/Ground Space Required:	12' x 30'	Equipment Height:	100'		
No. of Transmitters (Tx):		Transmitter Make/Model:		Transmitter Power Output:	
No. of Receivers (Rx):		Receiver Make/Model:		Transmitter ERP:	
Shelter/Cabinet also contains:					

ANTENNA LOCATION & INVENTORY

	Sector 1	Sector 2	Sector 3	RRH
Antennas Per Sector	2	2	2	6
Transmit, Receive or both:	TX / RX	TX / RX	TX / RX	
Antenna Type:	Panel	Panel	Panel	RRH
Antenna Make:	AMPHENOL	AMPHENOL	AMPHENOL	CLEARCOMM
Antenna Model:	HTXCW451720R000	HTXCW451720R000	HTXCW451720R000	RRH2x40-07-L
Antenna Size:	82.5" x 21" x 7.1	82.5" x 21" x 7.1	82.5" x 21" x 7.1	20.5" x 10.63" x 8.9"
Antenna Weight:	67.29	67.29	67.29	60
Requested Antenna Location:	96'	96'	96'	96'
Transmitting Frequencies:	880-890, 891.5-894, 1982.5-1990, 746-757, 2120-2130 MHz			
Receiving Frequencies:	835-845, 846.5-849, 1902.5-1910, 776-787, 1720-1730 MHz			
Coax: # of Lines & Size	1 / 1/2"	1 / 1/2"	1 / 1/2"	2 / 1 5/8" Hybriflex

APPLICATION PREPARED BY

NAME:	Loralee L. Holbrook	PHONE:	(801) 463-1020 x2105
COMPANY:	Technology Associates EC, Inc	ADDRESS:	5710 South Green St. Murray, UT 84123
TITLE:	Real Estate Specialist	E-MAIL Address:	Loralee.Holbrook@taec.net

PLEASE RETURN COMPLETED APPLICATION TO SALES@INSITETOWERS.COM Thank you!

EXHIBIT ITD 1.4

Docket No. 15-066-01



**WASHINGTON COUNTY
DEPARTMENT OF PLANNING & ZONING**

197 East Tabernacle ✧ St. George, Utah 84770 ✧ Phone (435) 634-5701 ✧ Fax (435) 986-3346

Scott Messel

Planning & Zoning Administrator

22 January 2014

IntelliSites, LLC
Attn: Debbie DePompei
8822 Arroyo Azul St.
Las Vegas, NV 89131

Velda & Orwin Gubler
855 W Indian Hills Dr
Saint George, UT 84770-6884

RE: Conditional Use Permit

Dear Ms. DePompei,

This letter is to inform you that on January 14, 2014 the Washington County Planning Commission voted to approve your Conditional Use Permit request, for one year, for a Communication Tower to be constructed on Velda and Orwin Gubler's property located west of Dixie Drive and north of Cisco Drive; Parcel 7516-A. Once the tower is constructed, inspected and approved the CUP will be given permanent status.

Enclosed you will find a draft copy of the Planning Commission meeting minutes. Please note the findings of facts and conditions placed on the Conditional Use Permit.

If you have any questions, please feel free to contact this office (435) 634-5701.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Messel", is written over a horizontal line.

Scott Messel
Planning & Zoning Administrator

SM/db
Enclosure

These minutes are E AFTS and subject to changes. They will not be official until approved.

**Washington County Land Use Authority Meeting
January 14, 2014**

The Washington County Land Use Authority Meeting was held Tuesday, January 14, 2014 in the Council Chambers of the Washington County Administration Building located at 197 E. Tabernacle, St. George, UT. The meeting was convened by Chairman Doug Wilson at 1:30 p.m. He led the Pledge of Allegiance, after which, he explained meeting protocol.

Commissioners present: JoAnn Balen, Deborah Christopher, Julie Cropper, Kim Ford, Rick Jones, and Mike Stucki.

Excused: Dave Everett.

Staff present: Scott Messel, Planning & Zoning Administrator; Eric Clarke, Deputy Attorney; Kurt Gardner, Building Official; Todd Edwards, County Engineer; Doreen Bowers-Irons, Planning Secretary, Kim Hafen, County Clerk; Dean Cox, County Administrator.

I. CONDITIONAL USE PERMIT. Conditional Use Permit request review of a proposed telecommunication tower located on the west side of Dixie Drive at approximately 1500 South. Parcel 7516-A. Zoned A-10. Owners/applicant Orwin & Velda Gubler/IntelliSites.

Mr. Messel reported this item was tabled in the December 10, 2013 Planning Commission Meeting. InSite/IntelliSites has secured a Ground Lease Agreement with the property owner of Parcel 7516-A for a telecommunication facility. The leased area is approximately 3,600 sq. ft. of the most southern tip of an approximately 23 acre agricultural zoned parcel. The site will be fenced with a 6' high chain link fence with privacy slats. The site will include a 12'x26' prefabricated equipment building a 100' tall tower that can accommodate up to six future collocating carriers. Verizon will be collocating at the 96' level upon completion of the tower. Access to the site will be from Dixie Drive. The tower location will be approximately 37 feet from the property line of an undeveloped area that is zoned residential by St. George City. Washington County Code (Ord. 10-21-7) states that no such antenna shall be located within one hundred fifty feet (150') of a residential zone unless approved by the planning commission. This unincorporated 23 acre parcel should be annexed into St. George City, but the property owner does not wish to at this time. The applicant states in the attached letter that the site was chosen due to the fact that the facility would be situated at a higher elevation on a hill, which enables wireless communication carriers the ability to provide a substantially greater range of coverage with fewer facilities. The applicant has also stated that attempts to secure a site further north on Dixie Drive and on the property occupied by Star Nursery did not work out. There was concern expressed in the last meeting that the property notice sign may not have been in place or knocked over in the snow storm. The sign was reposted with updated information on January 2, 2014, which exceeds the noticing requirement established in Washington County Code (Ord. 10-18-5). The applicant is not required by code to contact the adjacent property owners, but has sent certified letters to directly adjacent property owners. He showed a master plan map of existing towers submitted by the applicant.

Recommendation:

If the Planning Commission is comfortable with allowing the tower to be less than 150' from a residential zone, the Planning Commission can approve the conditional use based on the following findings:

1. The proposal meets the 25' setback requirements for the A-10 zone.
2. The application meets the applicable Washington County Codes.
3. The proposal is similar to other telecommunication facilities the planning commission has approved.
4. The location enables wireless carriers the ability to provide a substantially greater range of coverage.
5. The ability to have additional providers collocated on this site could decrease the number of such facilities needed in the area.

Debbie DePompei introduced Todd Fuson. Mr. Fuson reported on logistics of the tower and the reason for selecting this location. Because of all the devices using new technology and the 4G system the towers need to be closer together in

order to provide good service. Height is important and so they chose the highest buildable point on the Gubler's property to place the tower. The tower would be on a hill that would look over the valley on both sides allowing the service providers to provide better access to their customers. He noted the tower is capable of collocating. Right now, Verizon is interested in locating on the tower. He expects that AT&T, Sprint and T-Mobile will also locate on the tower at some point.

Chairman Wilson asked if the applicants are the cell tower developers and not the cellular companies. He also asked for clarification that the tower would be for more than one cellular company. Ms. DePompei answered we are the owners of the towers they build the towers and work with the cellular companies to locate on the tower. More than one provider will be able to locate on the tower.

After some discussion regarding the tower, technology, location of the tower, and the property, Chairman Wilson asked if any one else would like to speak on this item.

Bruce Burgess stated he owns property on three sides of the subject property and the tower would devalue his property for future development. He asked why the applicants are not putting it closer to their own prime property and devalue their potential development. If the tower is to be so close to his property he would put it on his own and collect the revenue payments. He stated for the record, he would like one half of the royalties to compensate for the devaluation of his property.

Mr. Fuson reiterated the site was chosen for the highest point of the property. The tower would not work in a different location.

Mr. Burgess and Commissioner Stucki discussed the devaluation of the properties where Commissioner Stucki pointed out it is a matter of opinions and perspective whether or not the properties would be devalued. Some people might like the idea of the tower being close to ensure communication without interruption.

Ms. DePompei stated the tower meets all setbacks to the Burgess property.

A discussion on fencing and noticing occurred. The noticing concern from the last meeting was addressed and the applicant has provided pictures of the notices placed on the property. The applicants are proposing a chain link fence with privacy slats. It was discussed in the previous meeting to install a block wall but has not been required on other towers and therefore should not be imposed on this one. Ms. DePompei stated due to the topography the block wall is not feasible. They will install a chain link fence with the slats.

The commission discussed the findings and imposing the block wall requirement as opposed to the chain link being proposed. It was determined that should be the call of the person who makes the motion.

MOTION: Chairman Wilson called for a vote to approve the recommended findings. Commissioner Stucki **MOVED** to accept the recommended findings of fact. Commissioner Balen **SECONDED**. The Motion carried with all six (6) Commissioners voting in favor.

Chairman Wilson then called for a motion.

MOTION: Commissioner Stucki **MOVED** to approve the conditional use permit request of a proposed telecommunication tower located on the west side of Dixie Drive at approximately 1500 South. Parcel 7516-A. Zoned A-10. Owners/applicant Orwin & Velda Gubler/IntelliSites, for one (1) year based on the following findings:

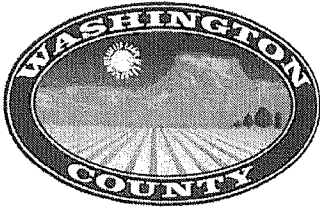
1. The proposal meets the 25' setback requirements for the A-10 zone.
2. The application meets the applicable Washington County Codes.
3. The proposal is similar to other telecommunication facilities the planning commission has approved.

4. The location enables wireless carriers the ability to provide a substantially greater range of coverage.
5. The ability to have additional providers collocated on this site could decrease the number of such facilities needed in the area.

Commissioner Ford **SECONDED**. Chairman Wilson called for discussion on the motion. The question was raised about the fencing of the project. Commissioner Stucki stated he would not make the block wall a requirement. The motion carried with six (6) Commissioners voting in favor.

EXHIBIT ITD 1.5

Docket No. 15-066-01



**WASHINGTON COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT**

197 East Tabernacle ♦ St. George, Utah 84770 ♦ Phone (435) 634-5701 ♦ Fax (435) 986-3346

Scott Messel
Community Development Director

26 May 2015

IntelliSites, LLC
Attn: Debbie DePompei
8822 Arroyo Azul St.
Las Vegas, NV 89131

Velda & Orwin Gubler
855 W Indian Hills Dr
Saint George, UT 84770-6884

RE: Conditional Use Permit

Dear Ms. DePompei,

This letter is to inform you that on November 18, 2014 the Washington County Planning Commission voted to approve the Conditional Use Permit request, for one year, for a Communication Tower to be constructed on Velda and Orwin Gubler's property located west of Dixie Drive and north of Cisco Drive; Parcel 7516-A. Once the facility is constructed, inspected and approved the CUP will be given permanent status.

Enclosed you will find a draft copy of the Planning Commission meeting minutes. Please note the findings of facts and conditions placed on the Conditional Use Permit.

If you have any questions, please feel free to contact this office (435) 634-5701.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Messel", is written over a horizontal line.
Scott Messel
Community Development Director

SM/db
Enclosure

but then suggested putting it on his property.

Debbie Depompei reported they are trying to get power to the tower and have run into opposition. Dixie REA sold their infrastructure of the area to St. George City Power that is requiring the property be within the city boundaries in order to provide power. The property owners do not want to annex into the city at this time. Dixie REA does not have the facilities to provide power unless they run power from a few miles away, which would be too costly. We are planning to meet with the City Manager, Power Director, and City Attorney to try to work out the power issue.

Chairman Wilson stated the option would be to annex the property into the city. Ms. Depompei answered that is correct but the property owners do not want to annex into the city. Chairman Wilson wondered if it was annexed would the city honor the conditional use permit for the tower. Ms. Depompei stated she did not know it was never addressed with them. A short discussion regarding annexing the property ensued. Ms. Depompei reiterated the Gubler's are very firm they do not want to annex the property at this time. She asked for a little more time to resolve the issues.

Commissioner Balen stated you don't know if this project will go through or not. Ms. Depompei answered they need power to the site. They have carriers who would like to locate on the site and everything in place to go except for the power. Running a generator would be an alternative but it would be too costly. There are some other options they are following up on.

Commissioner Jones asked how much amperage is required for the tower. Todd Fuson answered typically they need a 600 to 800 amp service.

After a short discussion regarding the findings and few minor questions Chairman Wilson called for a motion.

MOTION: Commissioner Stucki **MOVED** to approve the conditional use permit extension for a proposed telecommunication tower site at approximately 1500 South on the west side of Dixie Drive. Zoned A-10 (Agricultural 10 acre minimum lot size); the owners/applicant Orwin & Velda Gubler/Intellisites LLC/Debbie Depompei, based on the following findings and conditions:

1. The proposal meets the 25' setback requirements for the A-10 (Agricultural 10 acre minimum lot size) zone.
2. The application meets the applicable Washington County Codes.
3. The proposal is similar to other telecommunication facilities that the Planning Commission has approved.
4. The location enables wireless carriers the ability to provide a substantially greater range of coverage.
5. The ability to have additional provider's collocated on this site could decrease the number of such facilities needed in the area.

Commissioner Balen **SECONDED**. Chairman Wilson called for discussion on the motion. There being none, he called for a vote. The motion carried with all six (6) commissioners voting in favor. The extension was granted.

EXHIBIT ITD 1.6

Docket No. 15-066-01



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-A -219-OE

Issued Date: 02/13/2014

Veronica Scozia
InSite Towers, LLC
1199 North Fairfax Street, #700
Alexandria, VA 22314

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

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

Structure:	Monopole UT-051 Dixie
Location:	St George, UT
Latitude:	37-05-04.10N NAD 83
Longitude:	113-36-33.70W
Heights:	2690 feet site elevation (SE) 110 feet above ground level (AGL) 2800 feet above mean sea level (AMSL)

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

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

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

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

This determination expires on 08/13/2015 unless:

- (a) t (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) t (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) a

liance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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

If we can be of further assistance, please contact our office at (310) 725-6591. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ANM-219-OE.

Signature Control No: 205948298-208048859
Tamera Burch
Technician

(DNE)

Attachment(s)
Frequency Data

cc: FCC

Frequency Data for ASN 2014-ANM-219-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W

EXHIBIT ITD 1.7

Docket No. 15-066-01

Phase I Environmental Site Assessment Proposed Telecommunications Tower

UT051/Dixie

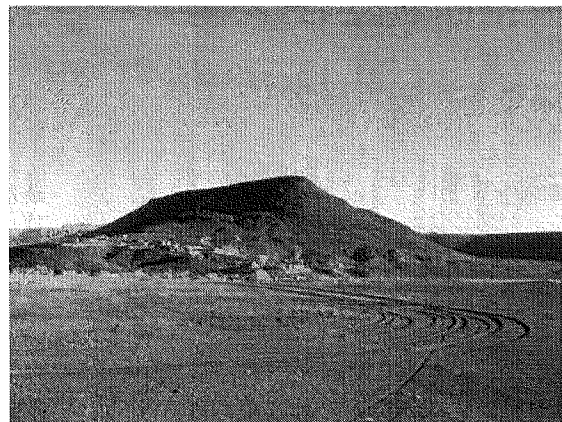
South of Dixie Drive at Approximately 1300 South

37° 05' 4.10" N, 113° 36' 33.7" W

St. George, Utah

March 19, 2014

Terracon Project No. AL147041



Prepared for:

**InSite Wireless Group, LLC
Alexandria, Virginia**

Prepared by:

**Terracon Consultants, Inc.
Salt Lake City, Utah**

**Offices Nationwide
Employee-Owned**

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terracon.com**

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March 19, 2014



InSite Wireless Group, LLC
1199 North Fairfax, Suite #700
Alexandria, Virginia 22314

Attn: Mr. Ed Schafer
P: 941-322-9438
ESchafer@insitewireless.com

Re: Phase I Environmental Site Assessment
Proposed Telecommunications Tower
UT051/Dixie
South of Dixie Drive at Approximately 1300 South
37° 05' 4.10" N, 113° 36' 33.7" W
St. George, Washington County, Utah
Project No. AL147041

Dear Mr. Schafer:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Phase I Environmental Site Assessment report for the above-referenced site. This assessment was performed in accordance with our proposal, task order and/or Master Services Agreement (as applicable).

We appreciate the opportunity to perform these services for you. Please contact us if you have questions regarding this information or if we can provide any other services.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Craig S. Pruett".

Craig S. Pruett
Senior Approved Project Reviewer
Principal

A handwritten signature in black ink, appearing to read "Michael W. Scott".

Michael W. Scott
Project Manager / Environmental Professional



Terracon Consultants, Inc. 640 East Wilmington Avenue Salt Lake City, Utah 80033
P [801] 466-2223 F [801] 466-9616 www.terracon.com

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APPENDIX D	Environmental Database Information
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EXECUTIVE SUMMARY

This Phase I ESA was performed in accordance with our proposal, task order and/or Master Services Agreement (as applicable), and was conducted consistent with the procedures included in ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ESA was conducted under the supervision or responsible charge of Michael W. Scott, environmental professional. Benjamin B. Bowers performed the site reconnaissance on February 13, 2014.

The site consists of an approximately 46' x 94' x 57' x 60' irregular-shaped, graded, and vacant land parcel that totals approximately 3,600 square feet. The site is located within a larger parent tract (approximately 4.30 acres) that shares a common address with the site.

A cursory summary of findings related to the identification of Recognized Environmental Conditions (RECs) is provided below. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

ASTM E1527-13 PRACTICE AREA	REC Identified	REC Not Identified
Client Provided Information		X
Historical Use Information / Previous Report Review		X
Records Review		X
Site Reconnaissance		X
Adjoining Property Reconnaissance		X

EXHIBIT ITD 1.8

Docket No. 15-066-01

NEPA Land Use Compliance Report and NEPA Checklist for Proposed Monopole Telecommunications Tower Site

Dixie / UT051

**South of Dixie Drive at Approximately 1300 South
37° 05' 4.10" N, 113° 36' 33.7" W
Saint George, Washington County, Utah**

June 6, 2014

Terracon Project No. AL147041

Prepared for:

**InSite Wireless Group, LLC
1199 North Fairfax, Suite #700
Alexandria, Virginia**

Prepared by:

**Terracon Consultants, Inc.
640 East Wilmington Avenue
Salt Lake City, Utah 84106**

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June 6, 2014

InSite Wireless Group, LLC
1199 North Fairfax, Suite #700
Alexandria, Virginia 22314

Attn: Mr. Ed Schafer
P: 941-322-9438
ESchafer@insitewireless.com

**Re: NEPA Land Use Compliance Report and NEPA Checklist for
Proposed Monopole Telecommunications Tower Site
Dixie / UT051
South of Dixie Drive at Approximately 1300 South
37° 05' 4.10" N, 113° 36' 33.7" W
Saint George, Washington County, Utah
Terracon Project No. AL147041**

Mr. Schafer:

Terracon has completed an environmental screening of the Federal Communications Commission (FCC) special interest items as outlined in Title 47 of the Code of Federal Regulations (47 CFR) Section 1.1307 (a) (1) through (8), for the proposed Dixie site designated as site number UT051, located south of Dixie Drive at approximately 1300 South (37° 05' 4.10" N, 113° 36' 33.7" W), near Saint George, Utah (the "site"). This NEPA Land Use Compliance Report and NEPA Checklist was completed in accordance with our proposal, task order and/or Master Services Agreement (as applicable). The NEPA Land Use Compliance Checklist is attached to this report.

PROJECT BACKGROUND

The site consists of vacant, graded land in an irregular-shaped compound with dimensions of approximately 46' x 94' x 57' x 60', with the entire compound consisting of approximately 3,600 square feet. Trenching for power and telco will be required and is to be located within a proposed 15' x 525' utility easement that originates at Dixie Drive.

The site is shown on the USGS St. George, Utah 7.5-Minute Series Topographic Map Provisional Edition dated 1986. Based on the topographic map and information provided by InSite Wireless Group, LLC (Client) in a 1-A Letter, the elevation of the site is approximately 2,690 feet above National Geodetic Vertical Datum (NGVD) with a relatively flat topography that



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slopes to the east-southeast. Storm water runoff from the site would likely flow to the east-southeast towards the Santa Clara River which is located approximately 950 feet from the site (Figure 1). The nearest water body is the Santa Clara Saint George Canal located approximately 475 feet to the northeast of the site.

InSite Wireless Group, LLC (InSite) is proposing to build a 100-foot monopole telecommunications tower with associated antennas and equipment enclosures within the fenced, irregular-shaped 46' x 94' x 57' x 60', lease area. There are currently no access roads to the proposed lease area; however, access to the site can be obtained from Dixie Road, which is currently paved and located 500 feet to the northeast of the proposed eastern boundary of the leased area. Trenching for power and telco will be within an approximately 490-foot long by 15-foot wide easement which will also serve for access to the site as detailed on the *Dixie, UT-051 Cell Tower Survey* dated May 22, 2013 (attached).

For the purposes of this study, Terracon has utilized an environmental impact zone for the proposed construction of one-eighth of a mile, based on the minimal grading and disturbance normally associated with tower construction, operation, and maintenance. Exceptions to this were made for National Scenic Trails and Rivers and for Item 4 (National Register of Historic Places). A one-mile radius environmental impact zone was used to evaluate impact on National Scenic Trails and Rivers. A one half mile area of potential effect (for towers under 200 feet) was used to evaluate Item 4 (National Register of Historic Places) in accordance with The Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process (NPA). The following information provides Terracon's rationale for selection of either "No Adverse Impact" or "Potential Adverse Impact" for each item of the checklist attached to this letter.

(1) Wilderness Areas

In addressing the issue of officially designated wilderness areas, Terracon reviewed the relevant USGS 7.5-minute topographic map, the Utah Highway Map and the Utah page of the National Wilderness Preservation System website. According to information on the topographic map and the National Wilderness Preservation System website, the site is not located within a designated wilderness area. This was confirmed by our interview with Mr. Mark Gubler, owner representative of the parent tract, who indicated that the site and parent tract are privately owned. During site reconnaissance, Terracon did not encounter any signage that would indicate that the site is located in a designated wilderness area.

A review of the National Wild and Scenic Rivers System website determined that there is one wild and scenic river in Utah. The wild and scenic river in Utah is the Virgin River Tributaries in Southern Utah, over 25 miles to the north and east

Based on these considerations, the site is not located in a designated wilderness area and "No Adverse Impact" was marked for Item 1 on the NEPA Land Use Compliance Checklist.

(2) Wildlife Preserves/National Wildlife Refuges

Terracon reviewed the relevant USGS 7.5-minute topographic map and the U.S. Fish and Wildlife Service (USFWS) National Wildlife Refuge (NWR) Systems website and determined that the site is not located within a designated wildlife preserve or a national wildlife refuge. This was further confirmed by our interview with the parent tract owner representative, Mr. Gubler, who indicated the site and parent tract to be privately owned. During the site reconnaissance, signs indicating the presence of a wildlife preserve or a national wildlife refuge were not observed. The site is not located within or adjacent to an officially designated wildlife preserve or national wildlife refuge, therefore no further evaluation is required for this item and "No Adverse Impact" was marked for Item 2 on the NEPA Land Use Compliance Checklist.

(3) Listed and/or Proposed Threatened or Endangered Species or Designated Critical Habitats

Section 7 of the Endangered Species Act of 1973 (16 U.S.C. §§ 1536a2) directs Federal agencies to utilize their authorities in furtherance of the purposes of the Act by carrying out programs for the conservation of listed species or designated critical habitats. In addition, Section 7 of the Act sets out the consultation process, which is further implemented by regulation (50 CFR §402).

According to the Utah page of the USFWS Threatened and Endangered Species System website, threatened or endangered species are known to exist in Washington County. Based on a review of the website, four threatened species have habitats in Washington County: Siler Pincushion Cactus, Desert Tortoise, Mexican Spotted Owl, and Utah Prairie Dog. Seven endangered species have habitats in Washington County: Shivwits or Shem Milkvetch, Holmgren Milkvetch, Dwarf Bearclaw-poppy, Southwestern Willow Flycatcher, Virgin Chub, Woundfin, and Gray Wolf. The proposed project consists of construction of a new 100-foot monopole on a previously graded, irregular-shaped 46' x 94' x 57' x 60' lease area. Access to the site is to be via an approximately 15-foot by 490-foot access and utility corridor that originates from the paved Dixie Drive roadway to the northeast of the site.

In conforming to the United States Fish & Wildlife Service's "Service Interim Guidelines For Recommendations On Communications Tower Siting, Construction, Operation, and Decommissioning", this project consists of the construction of a new tower that will be lower than 200 feet, will not be lighted, and will not utilize guy wires. The fenced tower and equipment compound will be located in a 46' x 94' x 57' x 60' area previous graded and disturbed by the

private landowner. Therefore, potential adverse impacts to migratory birds and threatened or endangered species will be minimized or avoided.

A review of the list of identified critical habitats, codified at 50 CFR Sections 17.95, 17.96 and Part 226, indicated the site is not located in a designated critical habitat. This was also verified on the USFWS Critical Habitat Portal at <http://ecos.fws.gov/crithab/>. Based on a comparison of habitats indicated for the threatened and endangered species and the habitat present at the site, no species were identified with potential to be found on the site. Burrows, nests, or signs of potential habitat of threatened or endangered species were not obvious at the time of Terracon's site reconnaissance.

In order to determine if the site is located in an area documented to have occurrences of listed and/or proposed threatened or endangered species, Terracon submitted a Section 7 consultation package to the Utah Department of Natural Resources (UDNR) Division of Wildlife Resources (DWR) including site photographs, zoning drawings, and the site location designated on the relevant USGS 7.5-minute topographic map. A consultation response letter from the DWR dated May 20, 2014 indicated that the DWR has records of occurrence for the endangered Southwestern Willow Flycatcher within a 0.5-mile radius of the project area. A copy of correspondence is attached. In addition, the DWR indicated records of occurrence within a 0.5-mile radius of desert sucker and zebra-tailed lizard and historical records of occurrence for Arizona toad. Within a 2.0-mile radius of the project area are recent records of occurrence for common chuckwalla, desert tortoise, flannelmouth sucker, gila monster, sidewinder, virgin chub, virgin spinedace, woundfin, and yellow-billed cuckoo, and historical records of occurrence for Lewis's woodpecker and relict leopard frog. The aforementioned species are listed on the *Utah Sensitive Species List*.

Because of the presence of an endangered species (Southwestern Willow Flycatcher) within the project area, Terracon contacted the Utah Field Office of the USFWS for threatened and endangered species consultation. Documentation provided to the USFWS included a brief explanation of the project, site photographs, zoning drawings, and the site location designated on the relevant USGS 7.5-minute topographic map. A consultation response letter from the USFWS dated May 28, 2014 indicated that the proposed undertaking is not likely to adversely affect federally-listed threatened or endangered species, or adversely affect any designated critical habitat. A copy of correspondence is attached. While the USFWS concurred that no threatened or endangered species would be affected by tower construction, the agency did recommend reviewing project responsibilities relative to the Migratory Bird Treaty Act and also recommended reviewing guidelines regarding placement of cell towers (see attached). Based on the above considerations, "No Adverse Impact" was marked for Item 3 on the NEPA Land Use Compliance Checklist.

(4) Historic Places. (Districts, sites, buildings, structures, or objects significant in American history, architecture, archaeology, engineering, or culture that are eligible for listing in the National Register of Historic Places)

Section 106 of the National Historic Preservation Act of 1966 (NHPA, 16 U.S.C. §§ 470 *et seq.*) and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800), require federal agencies to take into account the effects of their undertakings on historic properties.

To comply with the Nationwide Programmatic Agreement of March 7, 2005, an individual meeting the Secretary of Interior's Professional Qualification Standards in archaeology conducted an archaeological survey of the subject site. The survey indicated no historic properties in the direct effects area of potential effects (APE) and no adverse effect on historic properties within the indirect effects APE.

Terracon prepared FCC Form 620 and submitted the form to the SHPO March 24, 2014. Terracon received a response from the SHPO dated March 26, 2014, concurring with Terracon's recommendations that the project as proposed should have no historic properties in the direct effects APE and no adverse effect on historic properties within the indirect effects APE. A copy of FCC Form 620 and a copy of the concurrence letter received from the SHPO are attached.

Public notice, consultation with certified local governments and consultation with consulting parties was performed as described in the FCC Form 620.

Based on these considerations, "No Adverse Impact" was marked for Item 4 on the NEPA Land Use Compliance Checklist.

(4a) Historic Places. (Consultation with Indian Tribe or Native Hawaiian Organization that attaches religious and cultural significance to a Historic Property that is eligible for listing in the National Register of Historic Places)

Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, "Protection of Historic Properties" (36 CFR Part 800) and the Nationwide Programmatic Agreement on the Collocation of Wireless Antennas (adopted March 16, 2001), as well as and the Nationwide Programmatic Agreement effective March 7, 2005, require consultation with Native American tribal groups and native Hawaiian organizations (NHO) regarding proposed projects and potential impacts to Native American religious sites.

To identify Indian tribes that may have cultural interest in the area of the proposed undertaking, Terracon or Carrier contacted the FCC's online Tower Construction Notification System (TCNS) to initiate tribal participation. Approximately thirty-one days after the "Notice of Organizations Which

Were Sent Proposed Tower Construction Notification Information,” Terracon issued follow-up letters to tribes that had set geographic preferences on TCNS and that had not responded to the initial TCNS notification. Tribes were also sent letters, faxes, and/or e-mails to address specific information requests. If Tribes did not respond within approximately 10 days of the follow-up letter Terracon or Carrier utilized TCNS to refer the tribes to FCC for government-to-government consultation (copies of correspondence are attached). A 20-day period has elapsed since the TCNS referral to the FCC and no further tribal responses have been received, therefore, in accordance with the FCC Declaratory Ruling FCC 05-176, the Tribal participation process is considered complete.

Specific tribal notification information/dates are as follows:

TCNS Notification ID number: 105350

TCNS FCC Initial Notification Date: January 31, 2014

Follow-up Letters Dated: March 5, 2014

TCNS Referral Date: March 17, 2014

TCNS FCC Referral to Tribes Date: March 20, 2014

The following table summarizes the tribal participation efforts and the tribes’ responses with respect to properties of traditional religious or cultural significance that meet the National Register criteria:

	TCNS Notification	31 day Follow- up letter / fax / e-mail sent	Other follow- up letter / fax / e-mail sent	Referred to FCC for gov't to gov't consultation	No Interest statement contained in TCNS notification email, after 30 days from TCNS, statement by letter / fax / e-mail notification	Referral time period expired
Southern Ute Tribe	√		√		√	
Crow Nation	√		√		√	
Kaibab Paiute Tribe	√				√	
Paiute Indian Tribe	√				√	
San Juan Southern Paiute Tribe	√				√	
Ute Indian Tribe	√	√		√		4/1/2014
Chemehuevi Tribe	√	√			√	
Shoshone-Bannock Tribes	√				√	

Based on the referenced information, further evaluation of this item is not warranted and “No Adverse Impact” was marked for special interest Item 4a on the NEPA Land Use Compliance

Checklist. However, if artifacts or human remains are unearthed during tower construction, Terracon recommends that the client stop construction and notify our office immediately.

(5) Indian Historical Properties of Religious and Cultural Significances

In addition to Section 106 tribal consultation addressed in special Item 4 above, Executive Order 13007 and the Native American Indian Religious Freedom Act, impose obligations for tribal consultation independent of Section 106 and NHPA.

To identify Indian tribes that may have cultural interest in the area of the proposed undertaking, Terracon considered the following resources: TCNS, the National Park Service's Native American Consultation Database (NACD), USGS 7.5-minute quadrangle map, Map of Indian Land Areas Judicially Established in 1978, recommendations of Terracon's Principal Investigator (PI), and recommendations from SHPO. Based on a review of information found in these resources, the site appears unlikely to be located in the immediate vicinity of tribal cultural resources.

As described in detail above, due to lack of response from several of the tribes, Terracon initiated a request to the FCC for guidance. The FCC responded on March 20, 2014, indicating that the FCC – Tribal Consultation process had been initiated. A 20-day period has elapsed since initiation of the FCC – Tribal Consultation process and no further tribal responses have been received. Therefore, in accordance with the FCC Declaratory Ruling FCC 05-176, the Tribal Consultation process is considered complete.

Based on these considerations, Terracon marked "No Adverse Impact" in special interest Item 5 of the NEPA Land Use Compliance Checklist.

(6) Located in a Flood Plain (Executive Order 11988)

Executive Order 11988 referred to in 47 CFR § 1.1307(a)(6) defines a floodplain as the "lowland and relatively flat area adjoining inland and coastal waters...including at a minimum, that area subject to a 1 percent or greater chance of flooding in any given year." This definition is often referred to as a "100-year floodplain." Based on a review of the applicable Federal Emergency Management Agency (FEMA) compiled Flood Insurance Rate Map (FIRM), Panel No. 49053C-1028G, revised April 2, 2009, retrieved from the FEMA website, the site is located in Zone X, outside of the 500-year floodplain. Therefore, the development of the site is not anticipated to affect areas of the 100-year flood zone. Based on the findings of this review, no further evaluation is required for this item and "No Adverse Impact" was marked for Item 6 on the NEPA Land Use Compliance Checklist. A copy of the FEMA Flood Insurance Rate Map showing the site location is attached.

(7) Significant change in surface features such as wetland fill, deforestation, or water diversions (See Executive Order 11990 if wetlands are on federal property)

Under the Clean Water Act (40 CFR § 230.3), wetlands are defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.” Potential wetlands under the jurisdiction of the United States Army Corps of Engineers (ACOE) include waterways, lakes, streams, and natural springs.

Terracon’s review of the USFWS National Wetlands Inventory map available online at the National Wetlands Inventory website indicated that wetlands are not located on the site. A copy of the NWI Map is included as an attachment to this report. As shown on the relevant USGS 7.5-minute topographic map, the site is not located adjacent to surface waters. During Terracon’s site reconnaissance, there was no evidence of potential wetlands, hydric soils, or hydrophytic vegetation at the site or along the proposed access. Furthermore, a review of the relevant soil survey map did not note hydric soils at the site. A cursory review of the proposed site plans and other information provided by InSite indicates that significant grade changes will not be required based on the nature of the proposed construction. Based on the findings of this review, “No Adverse Impact” was marked for Item 7 on the NEPA Land Use Compliance Checklist.

(8) High Intensity White Lights

According to the site plan information provided by InSite, high intensity white lights will not be used, in a residential neighborhood, for the proposed undertaking. Based on this information, no further evaluation is required for this item and “No Adverse Impact” was marked for Item 8 on the NEPA Land Use Compliance Checklist.

ADDITIONAL ENVIRONMENTAL EVALUATION

Radio Frequency Radiation

The FCC requires that certain communications services and devices undergo an environmental evaluation to assess compliance with radio frequency (RF) radiation exposure limits. Once the proposed telecommunication tower and associated antennas are constructed, Terracon

anticipates that the monitoring of RF exposure radiation limits will be the responsibility of the carrier.

National Scenic and Historic Trails

In October 1999, the Cellular Telecommunications Industry Association (CITA), Personal Communications Industry Association (PCIA), Appalachian Trail Conference, American Hiking Society, and representative Managing and Supporting Trails Organizations (MSTOs) for the National Scenic Trails signed a resolution for the *Siting of Wireless Telecommunications Facilities Near National Scenic Trails*. This resolution states that if a wireless telecommunications or site management company plans a new or significantly expanded facility within one mile of a National Scenic Trail, it will notify the non-profit group that supports the trail.

Terracon reviewed the National Park Service (NPS) National Trails System website; according to the information obtained from the NPS, the site is not located within one mile of a National Scenic or Historic Trail.

CONCLUSIONS

Based on the review of readily available published lists, files, and maps regarding FCC issues, the proposed InSite site Dixie located South of Dixie Drive at approximately 1300 South, Saint George, Utah (37° 05' 4.10" N, 113° 36' 33.7" W) will not adversely impact the FCC special interest items outlined in 47 CFR 1.1307 (a) (1) through (8). Thus, the preparation of an Environmental Assessment (EA) is not warranted at this time.

The findings of this NEPA Land Use Compliance Report and Checklist are based on the project location, project type, and construction diagrams provided by InSite. Should the project location, project type, and/or construction diagrams be altered, re-evaluation of the undertaking and re-submittal of the Section 7 and Section 106 Consultation packages may be required. Our office should be contacted to evaluate whether additional consultation is required in light of the project change. The findings and opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at any later date. The opinions included herein are based on information obtained during this study and our experience. If additional information becomes available which might impact our environmental findings, we request the opportunity to review the information, reassess the potential concerns, and modify our opinions, as necessary. Although this evaluation has attempted to identify the potential for FCC NEPA impacts to the subject property, only the agencies identified in the report were contacted regarding site-specific information.

Our professional services have been performed using the standard of care and skill ordinarily exercised, under similar conditions, by reputable environmental compliance consultants/analysts

practicing in the same or similar localities under same or similar circumstances. No other warranty, expressed or implied, is made as to the information in this report.


This report is intended for the use of InSite only. Our services have been performed under mutually agreed-upon terms and conditions. If other parties wish to rely on this report, please have them contact us so that a mutual understanding and agreement of the terms and conditions for our services can be established prior to their use of this information, provided InSite issues prior expressed written approval.

If there are any questions regarding the information presented in this report, please contact the Terracon office at 801.466.2223.

Sincerely,
Terracon Consultants, Inc.



Michael W. Scott
Project Manager



Craig S. Pruett
Authorized Project Reviewer

MWS/CSP

Attachments:	Appendix A:	NEPA Land Use Compliance Checklist
	Appendix B	Figure 1 – Topographic Map Figure 2 – Site Diagram
	Appendix C:	Section 7 Consultation Response Letters
	Appendix D:	FCC Form 620 and Archaeological Survey Documentation
	Appendix E:	SHPO Response Letter
	Appendix F:	Tribal Consultation Documentation
	Appendix G:	FCC – Tribal Consultation
	Appendix H:	FEMA Floodplain Map
	Appendix I:	National Wetlands Inventory Map

CC: Electronic

EXHIBIT ITD 1.9

Docket No. 15-066-01

Phase I Environmental Site Assessment Proposed Telecommunications Tower

UT051/Dixie

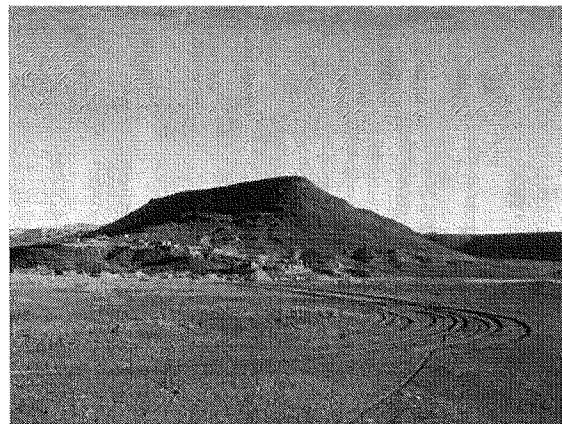
South of Dixie Drive at Approximately 1300 South

37° 05' 4.10" N, 113° 36' 33.7" W

St. George, Utah

March 19, 2014

Terracon Project No. AL147041



Prepared for:
InSite Wireless Group, LLC
Alexandria, Virginia

Prepared by:
Terracon Consultants, Inc.
Salt Lake City, Utah

Offices Nationwide
Employee-Owned

Established in 1965
terracon.com

Terracon

Geotechnical ■ Environmental ■ Construction Materials ■ Facilities

March 19, 2014



InSite Wireless Group, LLC
1199 North Fairfax, Suite #700
Alexandria, Virginia 22314

Attn: Mr. Ed Schafer
P: 941-322-9438
ESchafer@insitewireless.com

Re: Phase I Environmental Site Assessment
Proposed Telecommunications Tower
UT051/Dixie
South of Dixie Drive at Approximately 1300 South
37° 05' 4.10" N, 113° 36' 33.7" W
St. George, Washington County, Utah
Project No. AL147041

Dear Mr. Schafer:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Phase I Environmental Site Assessment report for the above-referenced site. This assessment was performed in accordance with our proposal, task order and/or Master Services Agreement (as applicable).

We appreciate the opportunity to perform these services for you. Please contact us if you have questions regarding this information or if we can provide any other services.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "Craig S. Pruett".

Craig S. Pruett
Senior Approved Project Reviewer
Principal

A handwritten signature in black ink, appearing to read "Michael W. Scott".

Michael W. Scott
Project Manager / Environmental Professional

Terracon Consultants, Inc. 640 East Wilmington Avenue Salt Lake City, Utah 80033
P [801] 466-2223 F [801] 466-9616 www.terracon.com

Geotechnical

Environmental

Construction Materials

Facilities

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APPENDIX E	Site Photographs
APPENDIX F	Environmental Professional Resume
APPENDIX G	Description of Terms and Acronyms

EXECUTIVE SUMMARY

This Phase I ESA was performed in accordance with our proposal, task order and/or Master Services Agreement (as applicable), and was conducted consistent with the procedures included in ASTM E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. The ESA was conducted under the supervision or responsible charge of Michael W. Scott, environmental professional. Benjamin B. Bowers performed the site reconnaissance on February 13, 2014.

The site consists of an approximately 46' x 94' x 57' x 60' irregular-shaped, graded, and vacant land parcel that totals approximately 3,600 square feet. The site is located within a larger parent tract (approximately 4.30 acres) that shares a common address with the site.

A cursory summary of findings related to the identification of Recognized Environmental Conditions (RECs) is provided below. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein.

ASTM E1527-13 PRACTICE AREA	REC Identified	REC Not Identified
Client Provided Information		X
Historical Use Information / Previous Report Review		X
Records Review		X
Site Reconnaissance		X
Adjoining Property Reconnaissance		X