



**LINCOLN COUNTY PLANNING & INSPECTIONS DEPARTMENT**  
302 NORTH ACADEMY STREET, SUITE A, LINCOLNTON, NORTH CAROLINA 28092  
704-736-8440 OFFICE 704-736-8434 INSPECTION REQUEST LINE 704-732-9010 FAX

To: Board of Commissioners  
Planning Board

From: Randy Hawkins, Zoning Administrator

Date: August 24, 2018

Re: CUP #384  
Verizon Wireless, applicant  
Parcel ID# 33066

*The following information is for use by the Lincoln County Board of Commissioners and Planning Board at their joint meeting/public hearing on September 10, 2018.*

### REQUEST

The applicant is requesting a conditional use permit to erect a 225-foot wireless telecommunication tower in the R-T (Transitional Residential) district. Under the Unified Development Ordinance, a telecommunication tower in excess of 60 feet and no greater than 325 feet is a conditional use in the R-T district, subject to certain standards. The applicant has submitted an application packet that addresses each of the standards. In addition, the applicant has submitted a real estate appraiser's analysis of the impact of the proposed tower on the value of abutting properties.

### SITE AREA AND DESCRIPTION

The proposed site, part of a 153-acre parcel, is located on the north side of N.C. 73 about 1,500 feet east of Schronce Road in Catawba Springs Township. The subject property is adjoined by property zoned R-T and R-SF (Residential Single Family). Land uses in this area include residential and agricultural. A 1,100-foot tower is located about a half mile to the southwest of the proposed site. The proposed site is located in an area designated by the Lincoln County Land Use Plan as Large Lot Residential.

### ORDINANCE STANDARDS

Wireless telecommunications facilities are classified under civic uses. The Unified Development Ordinance sets the following standards for such facilities:

#### **§4.3.7 Wireless Telecommunication Facility**

- A.** The proposed tower, antenna or accessory structure and equipment will be placed in a location and in a manner which will minimize the visual impact on the surrounding area. Accessory structures and equipment must meet all applicable standards of this UDO.
- B.** Approval for a proposed tower within a radius of 10,500 feet from an existing tower or other suitable structure shall not be issued unless the applicant certifies that the existing tower or structure does not meet applicant's structural specifications or technical design requirements, or that a co-location agreement could not be obtained at a reasonable market rate and in a timely manner.
- C.** Minimum tower setbacks shall be as follows:
  - 1. From all lot lines and public right-of-ways, a distance equal to the tower's fall zone, as certified by a licensed professional engineer in the State of North Carolina, plus 20 feet; and
  - 2. From any residential use, a distance of its height plus 50 feet, unless the owner of the use waives this requirement by a notarized affidavit.
- D.** The proposed tower must be designed to accommodate additional antennae equal in number to applicant's present and future requirements.
- E.** Unless otherwise restricted, the height of a tower is limited per §2.2.1, Use Table. Antennae or equipment mounted on a building must meet the height requirements of §2.4.
- F.** A tower must not be illuminated or contain any lighting unless otherwise required by State or Federal regulations.
- G.** The color of a tower and its antennae shall be one that will blend to the greatest extent possible with the natural surroundings.
- H.** No commercial signs or advertising shall be allowed on any tower, antennae, accessory structure or equipment.
- I.** Existing towers may be replaced or modified providing that the existing height is not exceeded by more than 20 feet and the new or modified tower meets all of the above requirements except for the setback provisions.
- J.** Any tower, antennae, accessory structure or equipment that is not used for communication purposes for more than 120 days shall be considered as abandoned and shall be removed by the owner within 60 days. The County shall require financial guarantees in accordance with §5.10 to guarantee removal of abandoned equipment in compliance with the requirements of this subsection.
- K.** Telecommunication/transmission towers shall not be constructed unless the tower owner has general liability coverage of at least \$1,000,000. The owner of the tower shall provide the County with a certificate of insurance showing evidence of its coverage and the certificate shall contain a requirement that the insurance company notify the County 30 days prior to the cancellation, modification or failure to renew the insurance coverage required. Lapse of this insurance shall be deemed by the County to be sufficient grounds to revoke the applicable County permits.



# County Of Lincoln, North Carolina

## Planning Board

Applicant **Verizon Wireless**

Application No. **CUP #384**

Property Location **N.C. 73**

Parcel ID# **33066**

Zoning District **R-T**

Proposed Conditional Use **225-foot wireless telecommunications tower**

### **FINDINGS OF FACT**

1. The use will not materially endanger the public health or safety if located where proposed and developed according to plan. YES \_\_\_\_\_ NO \_\_\_\_\_

FACTUAL REASONS CITED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. The use meets all required conditions and specifications. YES \_\_\_\_\_ NO \_\_\_\_\_

FACTUAL REASONS CITED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity. YES \_\_\_\_\_ NO \_\_\_\_\_

FACTUAL REASONS CITED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The location and character of use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the Land Use Plan for the area in question. YES \_\_\_\_\_ NO \_\_\_\_\_



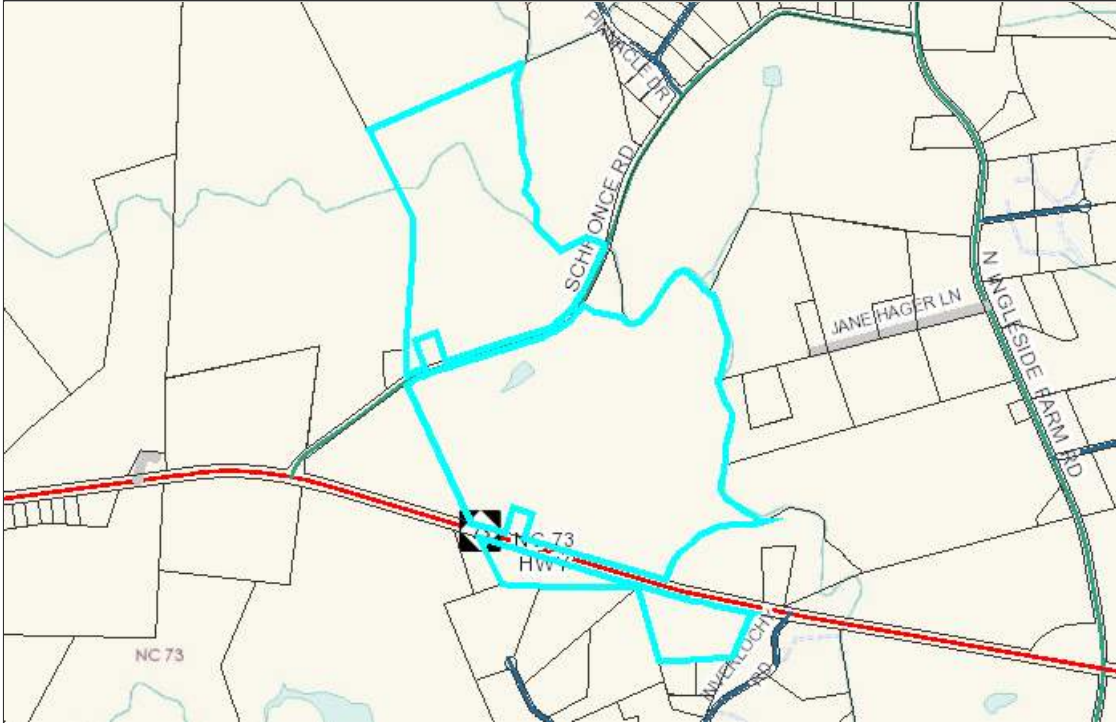

FACTUAL REASONS CITED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

After having held a Public Hearing on \_\_\_\_\_ and in light of the Findings of Facts listed herein, the following action was taken by the Lincoln County Planning Board:

\_\_\_\_\_  
\_\_\_\_\_

In recommending such Conditional Use, the following conditions were recommended by the Lincoln County Planning Board:

\_\_\_\_\_  
\_\_\_\_\_

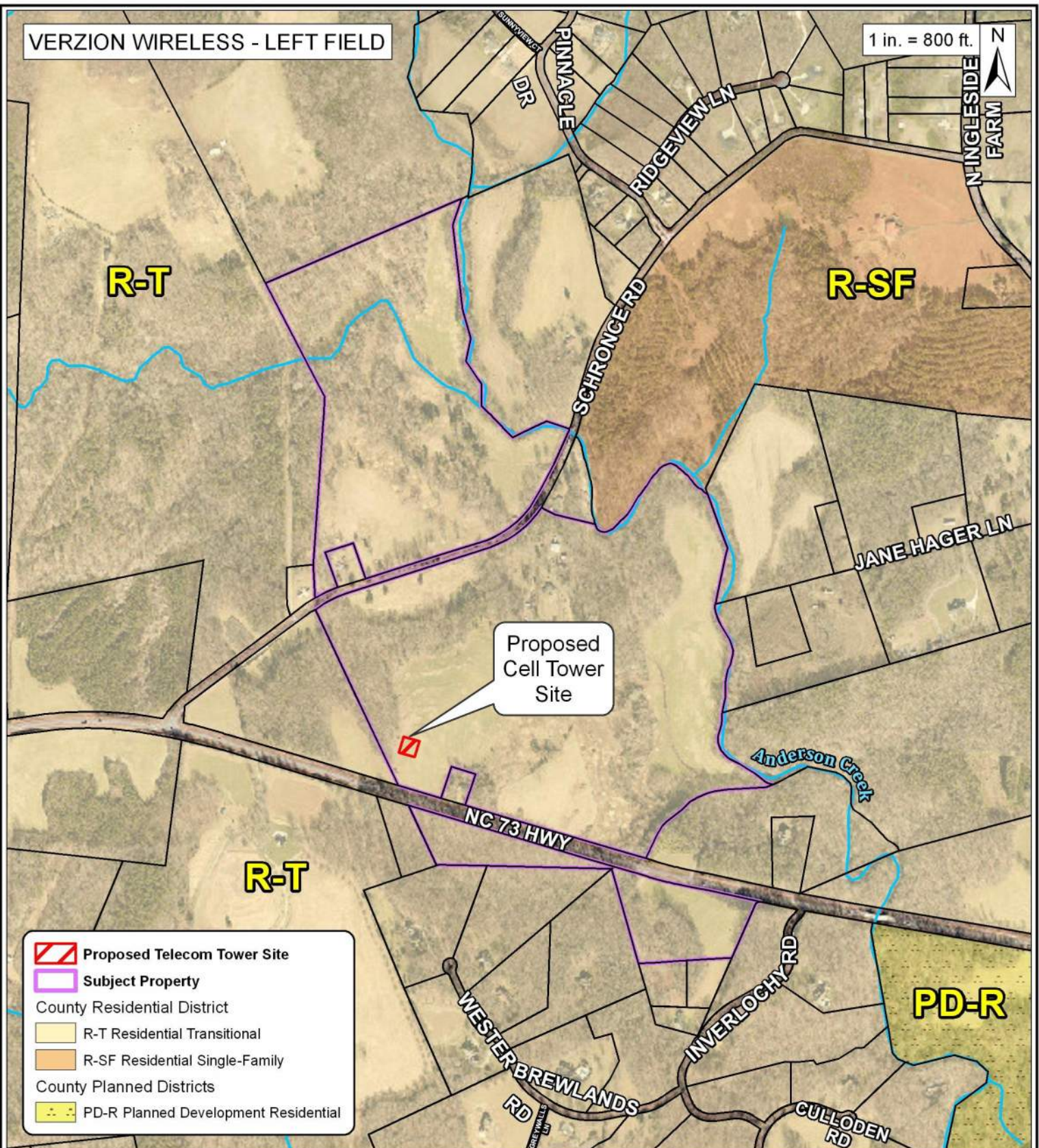
	<p align="center"><b>Lincoln County, NC</b>  <b>Office of the Tax Administrator, GIS Mapping Division</b>          Lincoln County and its mapping contractors assume no legal responsibility for the information contained on this map. This map is not to be used for land conveyance. The map is based on NC State Plane Coordinate System 1983 NAD.          Date: 7/27/2018      Scale: 1 Inch = 1200 Feet</p>																																																																																																																																																							
																																																																																																																																																								
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# VERZION WIRELESS - LEFT FIELD

1 in. = 800 ft.

N



- Proposed Telecom Tower Site
- Subject Property
- County Residential District
  - R-T Residential Transitional
  - R-SF Residential Single-Family
- County Planned Districts
  - PD-R Planned Development Residential



Lincoln County  
Planning & Inspections  
302 N. Academy St.  
Suite A  
Lincolnton, NC 28092

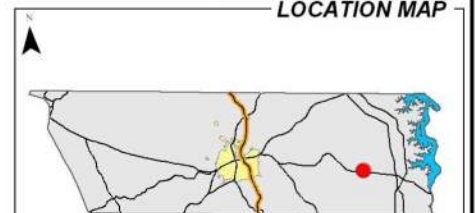
## CONDITIONAL USE PERMIT

Application	CUP #384
NCPIN#	3682-96-8958
Parcel ID#	33066

- Property Location(s)

See Attached Application for Parcel Information  
Property Location(s) Outlined in Purple

## LOCATION MAP



1:1,000,000

Property Location(s)





Lincoln County Planning & Inspection Department  
ATTN: Randy Hawkins, Zoning Director  
302 N. Academy Street  
Lincolnton, NC 28092

Subject: Conditional Use Permit Request Proposed Communication Tower  
5598 NC Highway 73, Iron Station, NC; Property  
Owner: Dale Cosby Shronce, Parcel ID: 3682-96-8958  
Cellco Partnership d/b/a Verizon Wireless Site #306191, Left Field

Dear Mr. Hawkins:

Enclosed please find documentation in support of Verizon Wireless's application for Conditional Use that correspond to the project known as Left Field in Iron Station, NC. Upon your receipt and review, if you find you are missing any additional information that should accompany this request for zoning approval, please feel free to contact me at the number below.

As we discussed in our previous conversations, this submittal request is intended for the September 10, 2018 public hearing before the Planning Board and Board of Commissioners of Lincoln County, NC.

Thank you for your assistance.

Sincerely,

*Vicki M. Farmer*

Zoning Specialist, Faulk & Foster  
[vixterf@epbf.com](mailto:vixterf@epbf.com)  
(423) 802-7847



Conditional Use Permit – Lincoln County, NC  
5598 NC Highway 73, Iron Station, NC; Property  
Owner: Dale Cosby Shronce, Parcel ID: 3682-96-8958  
Cellco Partnership d/b/a Verizon Wireless Site #306191, Left Field

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9. SITE PLAN / DRAWINGS
10. FINDING OF FACT – SAFETY CERTIFICATION
11. ENGINEERING FALL ZONE LETTER



## **1. CONDITIONAL USE PERMIT APPLICATION**





**APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR THE  
CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER AND RELATED APPURTENANCES**

**LEFT FIELD  
AGENT AUTHORIZATION**

Faulk & Foster agrees to comply with Section 4.3.8 of Lincoln County, NC, Zoning Ordinance (the "Ordinance") and certifies that Verizon Wireless has authorized Faulk & Foster as their representative for application for zoning approval for the proposed "LEFT FIELD" communications tower at 598 NC Highway 73, Iron Station, Lincoln County, North Carolina.

By: *Victoria M. Farmer*

Printed Name: Victoria M. Farmer  
Title: Wireless Site Development/Zoning Specialist  
Contractor to Faulk & Foster



### **Conditional Use Permit Application**

Lincoln County Planning and Inspections Department  
Zoning Administrator  
302 N. Academy St., Suite A, Lincolnton, NC 28092  
Phone: (704)736-8440 FAX: (704)732-9010

#### **PART I**

Applicant Name Cellco Partnership d/b/a Verizon Wireless

Applicant Address 8921 Research Dr. Charlotte, NC 28262

Applicant Phone Number Michael Haven 704-577-8785

Property Owner Name Dale Cosby Shronce

Property Owner Address 16680 Schronce Rd, Iron Station, NC 28080

Property Owner Phone Number 706-736-5209

#### **PART II**

Property Location 5598 NC Highway 73, Iron Station, NC 28080

Property ID (10 digits) 3682968958 Property size 152.421 acres

Parcel # (5 digits) 33066 Deed Book(s) 05E Page(s) 276

#### **PART III**

Existing Zoning District R-T

Briefly describe how the property is being used and any existing structures.

Existing property essentially farming w/ 1 residence.  
Proposing construction of a 225' self-support tower  
within a 100' x 100' leased area; 75' x 75' of area fenced in  
w/ wood fence & barbed wire to accommodate wireless service equipment

Briefly explain the proposed use and/or structure which would require a Conditional Use Permit.

Antenna space on proposed tower - 75' x 75' fenced in area  
to accommodate ground equipment

**APPLICATION FEE (less than 2 acres \$250, 2+ acres \$500)**  
**MUST BE RECEIVED BEFORE PROCESSING.**

I hereby certify that all knowledge of the information provided for this application and attachments is true and correct to the best of my knowledge.

Nicholas P. Vasquez 7-25-07  
Applicant's Signature on behalf of Verizon Date  
Wireless



## **2. STATEMENT OF JUSTIFICATION LETTER**



Verizon Wireless  
8921 Research Drive  
Charlotte, North Carolina 28262  
Phone 704 510-8500

**APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER  
AND RELATED APPURTENANCES**

Lincoln County Planning & Inspection Department  
ATTN: Randy Hawkins, Zoning Director  
302 N. Academy Street  
Lincolnton, NC 28092

Subject: Statement of Justification for Proposed Tower  
5598 NC Highway 73, Iron Station, NC; Property  
Owner: Dale Cosby Shronce, Parcel ID: 3682-96-8958  
Cellco Partnership d/b/a Verizon Wireless Site #306191, Left Field

Dear Mr. Hawkins:

This letter serves as a statement of justification per the Lincoln County Unified Department Ordinance (UDO), as follows:

A. The proposed tower and antenna or accessory structure and equipment will be placed in a location and in a manner, which will minimize the visual impact on the surrounding area. Accessory structures and equipment must meet all applicable standards of the UDO.

**The proposed tower site will include a 225' self-support tower, on a 153-acre tract zoned R-T (farm use). The UDO allows towers up to 325' in the R-T zone**

B. Approval for a proposed tower within a radius of 10,500 feet from an existing tower or other suitable structure shall not be issued unless the applicant certifies that the existing tower or structure does not meet applicant's structural specification or technical design requirements, or



that a collocation agreement could not be obtained at a reasonable market rate and in a timely manner.

**Verizon will demonstrate there is only one existing tower within the 10,500 feet from the proposed new structure evidenced by the attached map that is owned by Pacific Broadcasting Group Tower. A structural study was performed by an engineering firm, and the results showed both the tower and foundation were insufficient to support the Verizon equipment. This study is attached as reference.**

C. Minimum tower set-back requirements are as follows:

1. From all lot lines and public right-of-ways, a distance equal to the tower's fall zone as certified by a licensed professional engineer, in the State of North Carolina, plus 20 feet; and
2. From any residential use, a distance of its height plus 50 feet, unless the owner of the use waives this requirement by notarized affidavit.

**The tower as proposed will comply with the requirements in the UDO as demonstrated by the attached site plans. No residential structures are located within the height of tower + 50 foot fall zone.**

D. The proposed tower must be designed to accommodate additional antennae equal in number to the applicant's present and future requirements.

**As shown on the tower elevation details page, this tower will be designed to support Verizon's proposed antenna configuration as well as a minimum of three additional future carriers.**

E. Unless otherwise restricted, the height of the tower is limited per Section 2.2.1, Use Table. Antenna or equipment mounted on a building must meet the height requirements of Section 2.4.

## §2.2 Permitted Land Uses

## Article 2. Zoning Districts

### Use Table

	R-R	R-T	R-S	R-SF	R-CR	R-14	R-20	R-MR	R-MF	O-R	B-N	B-G	B-C	I-L	I-G	Use Standard
<b>P = Permitted</b>   <b>S = Special Use (§9.10)</b>   <b>C = Conditional Use (§9.11)</b>   <b>* = Group of Uses (§2.3)</b>																
Utility, minor *	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utility, major *	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	
Wireless facility and tower (up to 60 ft)	P	P	P	P	P	P			P	P	P	P	P	P	P	§4.3.7
Wireless facility and tower (60-100 ft)	C	C	C	C	C	C				C	C	C	C	P	P	§4.3.78
Wireless facility and tower (101-325 ft.)	C	C	C	C								C	C	C	C	§4.3.7

**The table above allows for a tower up to 325' in the R-T zone as a conditional use. The proposed self-support tower is 225'.**

F. A tower must not be illuminated or contain any lighting unless otherwise required by State or Federal regulation.

**The tower will only be illuminated as required by the Federal Aviation Authority (FAA) or other State or Federal Agency of competent jurisdiction.**

G. The color of the tower and its antenna shall be one that will blend to the greatest extent possible with the natural surroundings.

**The Tower will be constructed of galvanized steel or paintable per applicable standards of the FAA or other applicable State or Federal agency.**

H. No commercial signs or advertising shall be allowed on any tower, antenna, accessory structure or equipment.

**Only signage required by the FCC and Federal or State regulations for emergency and cautionary purposes will be required at the proposed tower site. No advertising shall be attached to the tower.**

I. Existing towers may be replaced or modified provided that the existing height is not exceeded by more than twenty feet and the new or modified tower meets all of the above requirements except for the set-back provisions.

Verizon will comply with the above requirement.

J. Any tower, antenna or accessory structure or equipment that is not used for communication purposes for more than 120 days shall be considered as abandoned and shall be removed within 60 days. The County shall require financial guarantees in accordance with Section 5.10 to guarantee removal of abandoned equipment in compliance with the requirements of this subsection.

**Verizon will provide a bond in the amount of 125% of the documented cost to remove the tower.**

K. Telecommunication/transmission towers shall not be constructed unless the tower owner has general liability coverage of at least \$1,000,000.00. The owner of the tower shall provide the County with a certificate of insurance showing evidence of its coverage, and the certificate shall contain a requirement that the insurance company notify the County 30 days prior to the cancellation, modification or failure to renew the insurance coverage required. Lapse of this insurance shall be deemed by the County to be sufficient grounds to revoke the applicable County permits.

**General liability insurance in the minimum amount of \$1,000,000.00 is included with this application.**

The proposed tower site meets all of the conditions and specifications of the UDO and will not materially endanger the public health or safety. Wireless service is considered a public necessity in some cases as it is often the only means citizens have to emergency services. The location and character of the use, if developed according to the plan submitted and recommended, will be in harmony with the area in which it is to be located. The proposed

tower will meet the infrastructure needs of this area of the County and will provide much needed access to emergency services.

Respectfully submitted,

Victoria M. Farmer  
Wireless Site Development/Zoning Specialist  
On behalf of Verizon Wireless  
423-802-7847



### 3. LETTER OF BOND COMPLIANCE





Verizon Wireless  
8921 Research Drive  
Charlotte, North Carolina 28262  
Phone 704 510-8500

**APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER  
AND RELATED APPURTENANCES**

Lincoln County Planning & Inspection Department  
ATTN: Randy Hawkins, Zoning Director  
302 N. Academy Street  
Lincolnton, NC 28092

Subject: Bond Commitment for Proposed Communication Tower  
5598 NC Highway 73, Iron Station, NC; Property  
Owner: Dale Cosby Shronce, Parcel ID: 3682-96-8958  
Cellco Partnership d/b/a Verizon Wireless Site #306191, Left Field

Dear Mr. Hawkins:

This letter serves as a statement of compliance that following the approval of a Conditional Use Permit, Verizon Wireless will provide a bond for 125% of the documented cost to remove the tower at the time a building permit is requested. The documented cost will be provided in written form from an engineer licensed in the State of North Carolina. The bond will be to satisfy the requirements specified in the Lincoln County Ordinance Section 4.3.8 Item J, to remove the tower should it be abandoned.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "M. Haven", written over the typed name.

Michael Haven  
Manager, RE/Regulatory  
Cellco Partnership d/b/a  
Verizon Wireless



#### **4. CERTIFICATE OF LIABILITY INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Verizon Wireless, LLC 1095 Avenue of the Americas New York NY 10036 USA	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER B:</b> New Hampshire Insurance Company	23841
	<b>INSURER C:</b> American Home Assurance Co.	19380
	<b>INSURER D:</b> Illinois National Insurance Co	23817
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 570072359819**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			GL4611607	06/30/2018	06/30/2019	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
	<input checked="" type="checkbox"/> XCU Coverage is Included						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b>			CA 461-15-19 AOS	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			CA 461-15-20 MA	06/30/2018	06/30/2019	BODILY INJURY (Per person)	
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			CA 461-15-21 VA	06/30/2018	06/30/2019	BODILY INJURY (Per accident)	
A	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			See Next Page	06/30/2018	06/30/2019	PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	
	<b>EXCESS LIAB</b>						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC014590551 AOS	06/30/2018	06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC014590550 CA	06/30/2018	06/30/2019	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: New Build - Left Field, Project Number: 20141104155, Site Name: Left Field, Site Address: 5598 NC Highway 73, Iron Station, NC 28080 (Lincoln County), Location Code: 306191.

**CERTIFICATE HOLDER****CANCELLATION**

Lincoln County Attn: Randy Hawkins 302 North Academy Street Lincolnton NC 28092 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier :

Certificate No : 570072359819



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Verizon Wireless, LLC
POLICY NUMBER See Certificate Number: 570072359819		
CARRIER See Certificate Number: 570072359819	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				CA 774-22-65 NH - Primary	06/30/2018	06/30/2019		
A				CA 774-22-66 NH - Excess	06/30/2018	06/30/2019		
	WORKERS COMPENSATION							
D		N/A		WC014590552 FL	06/30/2018	06/30/2019		
B		N/A		WC014590554 MA, ND, OH, WA, WI, WY	06/30/2018	06/30/2019		
B		N/A		WC014590549 NJ, NY, TX, VA	06/30/2018	06/30/2019		
B		N/A		WC014590553 ME	06/30/2018	06/30/2019		



**APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER  
AND RELATED APPURTENANCES**

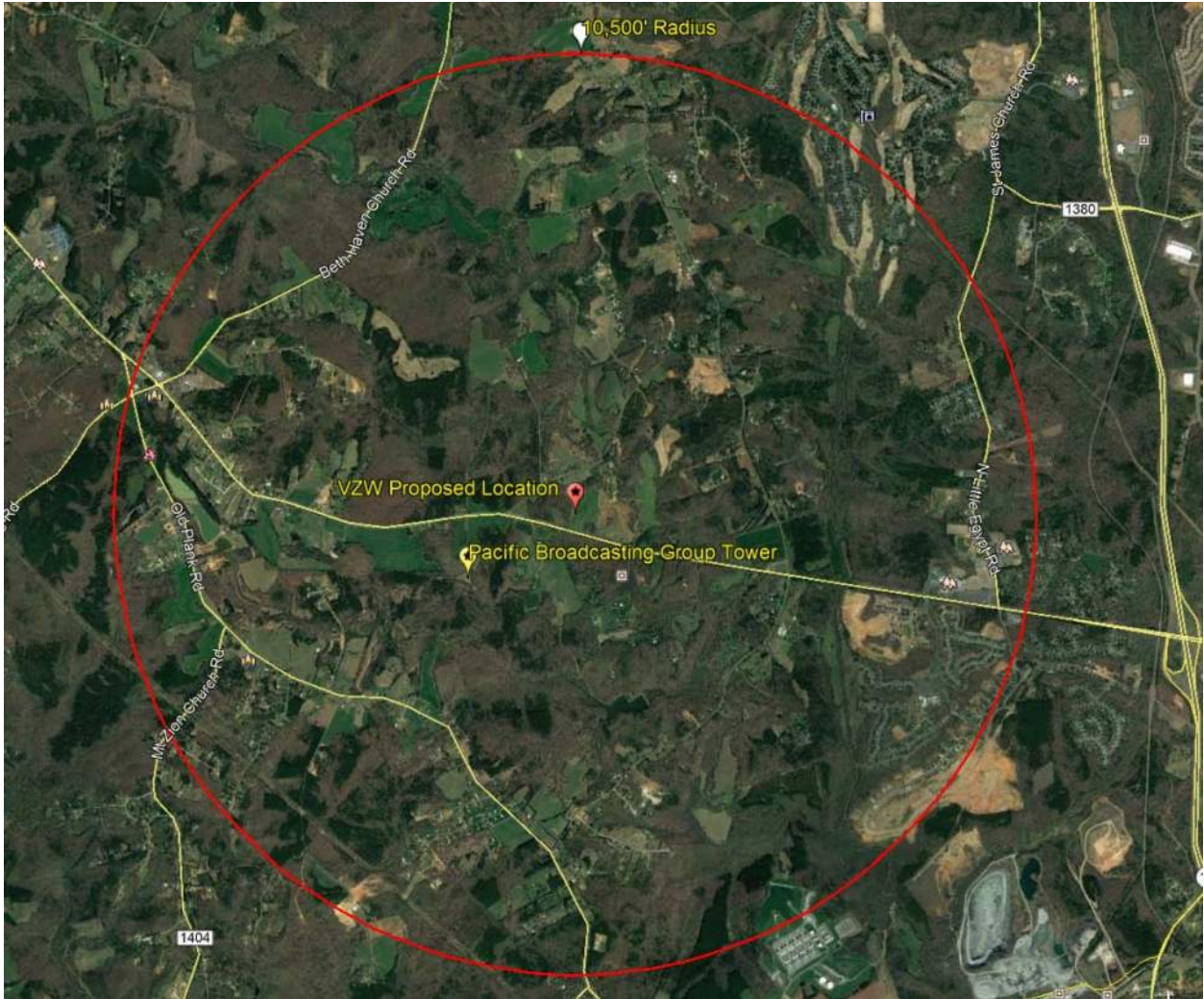
Identification of Existing Tower Within Search Area  
and Certification it Does Not Meet Applicant's Structural Specifications

Cellco Partnership d/b/a Verizon Wireless  
Site #306191, Left Field

## EXISTING STRUCTURE MAP

Verizon Wireless Site:

Left Field, NC



ASR Registration Search

## Registration Search Results

[ADVANCED SEARCH](#) [HELP](#)

[New Search](#) [Refine Search](#) [Printable Page](#) [Query Download](#) [Map Result\(s\)](#)

### Displayed Results

Matches 1-1 (of 1)

**PA** = Pending Application(s)

1

## Specified Search

Latitude='35-27-30.7 N', Longitude='81-3-15.6 W', Radius=3.2 Kilometers

Display: Basic View 

	Registration Number	Status	File Number	Owner Name	Latitude/Longitude	Structure City/State	Overall Height Above Ground (AGL)
1	<a href="#">1006357</a>	Constructed	A0149826	PACIFIC BROADCASTING GROUP, INC. DBA = WYRC FM	35° 27' 18.0N 081° 03' 49.0W	LINCOLNTON, NC	335.0

Matches 1 1 (of 1)

1

## Structural Analysis for



### 1010' Guyed Tower w/ 66' Mast

February 6, 2017

**Site Name:** Left Field  
**Site Address:** 5354 Highway 73  
Iron Station, NC 37109  
Lincoln County  
**Site Coordinates:** 35.454444, -81.063056

Kimley-Horn Job Number 018985125, Rev. 1

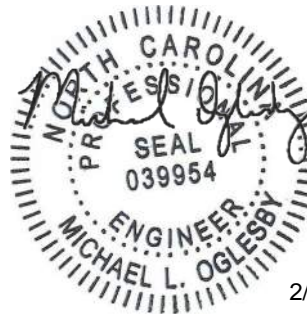
#### Analysis Results

Tower Result	149%	Insufficient
Foundation Result	155%	Insufficient

*Prepared in accordance with ANSI/TIA-222-G and 2012 NCBC*

Prepared By:  
Michael Oglesby

NC PE License #39954, Expires 12/31/2017  
Kimley-Horn and Associates Inc., NC COA #80648



2/6/17

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Appurtenance Listing .....	4
Results .....	5
Conclusions and Recommendations .....	5
Assumptions and Limitations .....	6
Appendix .....	7



## ▪ INTRODUCTION

At the request of Verizon Wireless, Kimley-Horn and Associates, Inc. performed a structural analysis of the existing guyed tower located in Lincoln County, NC. The purpose of the analysis is to determine the adequacy of the structure to support both the existing and proposed loads pursuant to the *Structural Standards for Steel Antenna Towers and Antenna Supporting Structures, ANSI/TIA-222-G* and *2012 North Carolina Building Code (NCBC)*.

## ▪ SUPPORTING DOCUMENTATION

Information on the current tower geometry, member sizes, foundation dimensions, soil properties, and antenna loading was obtained from the sources listed below. It is assumed that all information provided to Kimley-Horn & Associates, Inc. is accurate. In the absence of information to the contrary, we assume the structure has been properly erected and maintained per the original design drawings and the capacity has not significantly changed from the “as new” condition.

Previous Analysis	TEP Project Number: 125114, dated September 17, 2012
Tower Loading Data	Electronic Communication, dated December 8, 2016

## ▪ ANALYSIS CRITERIA

The analysis utilizes *tnxTower v. 7.0*, an industry-standard finite element analysis program was used to create an elastic three-dimensional model and second-order effects per ANSI/TIA-222 requirements. The program calculates member stresses for various loading cases and selected output from the analysis is included in the Appendix.

Code	ANSI/TIA-222-G / 2012 North Carolina Building Code
Basic Wind Speed	90 mph (3-Second Gust)
Basic Wind Speed w/ Ice	30 mph (3-Second Gust) with 3/4" radial ice (escalating)
Structure Class	II
Exposure Category	C
Topographic Category	1

## ▪ APPURTENANCE LISTING

The tables below will show the existing and proposed equipment, equipment to be removed, and the final equipment configuration considered in the analysis. If the existing equipment in the field deviates from the information shown below, Kimley-Horn & Associates, Inc. should be contacted to perform an analysis revision immediately.

### Existing Equipment:

Antenna RAD (ft)	Description	Feedlines	Mount Type	Mount Elevation (ft)	Carrier
1043	5-Bay FM Mast	(1) 3.1	Mast	1043	Unknown
580	Mark P-9A96GN	(1) 7/8	Pipe	580	Unknown
563	2-Bay FM	(1) 7/8	Direct	563	Unknown
460	20' 16-Element Dipole	(1) 7/8	Sidearm	450	Unknown
443	Decibel ASP-3711	(1) 7/8			
396	Decibel DB224	(1) 7/8	Sidearm	389	Unknown
332	Scala PRF950	(1) 7/8	Direct	332	Unknown
249	(6) Kathrein 742-213	(12) 2-1/4 (2) 3/4 Power (1) 3/8 Fiber	Sector Frames	249	AT&T
	(6) RFS ATM 192012				
	(1) Powerwave P65-17-XLH-RR				
	(1) Andrew SBNH-1D6565C				
	(1) Andrew DBXNH-6565A-R2M				
	(3) RRU 11				
	(1) Raycap DC6				
137	15' 2-Element Dipole	(1) 7/8	Sidearm	132	Unknown

### Proposed Equipment:

Antenna RAD (ft)	Description	Feedlines	Mount Type	Mount Elevation (ft)	Carrier
270	(6) HBXX-6516	(6) 1-5/8 (1) 1-5/8 Fiber	Sector Frames	270	Verizon
	(3) LNX-6516				
	(6) RRUS-32				
	(3) RRUSB13 A2				

## ▪ RESULTS

The tables below show a maximum usage summary for each group of components in the structure. The usage of a component is the ratio of force in the member compared to its calculated capacity. A more detailed report of member usages can be found in the appendix at the end of this report. Usages greater than 100% indicate where the force in the member exceeds its capacity. Usages up to 105% are considered acceptable per industry standard practice.

### Structure Usages:

Structure Component	Controlling Usage	Result
Legs	149%	Insufficient
Diagonals	140%	Insufficient
Horizontals	95%	Pass
Guy Wires	93%	Pass

### Foundation Usage:

Foundation Component	Controlling Usage	Result
Base	155%	Insufficient
Inner Anchors	90%	Pass
Outer Anchors	91%	Pass

Information on the allowable twist and sway requirement for the existing and proposed equipment was not provided, therefore this analysis does not consider deflection and rotation requirements.

## ▪ CONCLUSIONS AND RECOMMENDATIONS

Per our structural analysis, the structure has been found to be insufficient. The tower and foundation can support the referenced loading in accordance with the structural strength requirements of ANSI/TIA-222-G and 2012 NCBC once the following elements are reinforced:

Legs from (20'-200', 340'-440', 640'-920')

Diagonals from (220'-260', 300'-340')

Base Foundation

The tower reinforcements shall be designed by an engineer licensed in the state of North Carolina. This report is not a construction document.

## ▪ ASSUMPTIONS AND LIMITATIONS

This report is not a condition assessment of the tower and foundation; It is an engineering analysis based upon the theoretical capacity of the structure. Unless told otherwise, we assume the tower and foundation to be in "like new" condition. It is the responsibility of our client and the tower owner to verify that the tower modeled and loading considered is accurate. If these assumptions are not accurate, Kimley-Horn & Associates, Inc. should be notified immediately to perform a revised analysis.

Kimley-Horn did not analyze the antenna supporting mounts as part of this analysis. Kimley-Horn assumes the antenna mounts are adequate to support the full design loading requirements as provided by the original supplier.

All services are performed, results obtained, and recommendation made in accordance with generally accepted engineering principles and practices. Kimley-Horn & Associates, Inc. is not responsible for the conclusions, opinions and recommendations made by others based on the information in this report.

Kimley-Horn makes no warranties, expressed or implied in connection with this report and disclaims any liability arising from original design, material, fabrication, and section deficiencies or corrosion of the tower.



## **6. PROPAGATION BEFORE AND AFTER MAPPING**

# Left Field Candidate Review

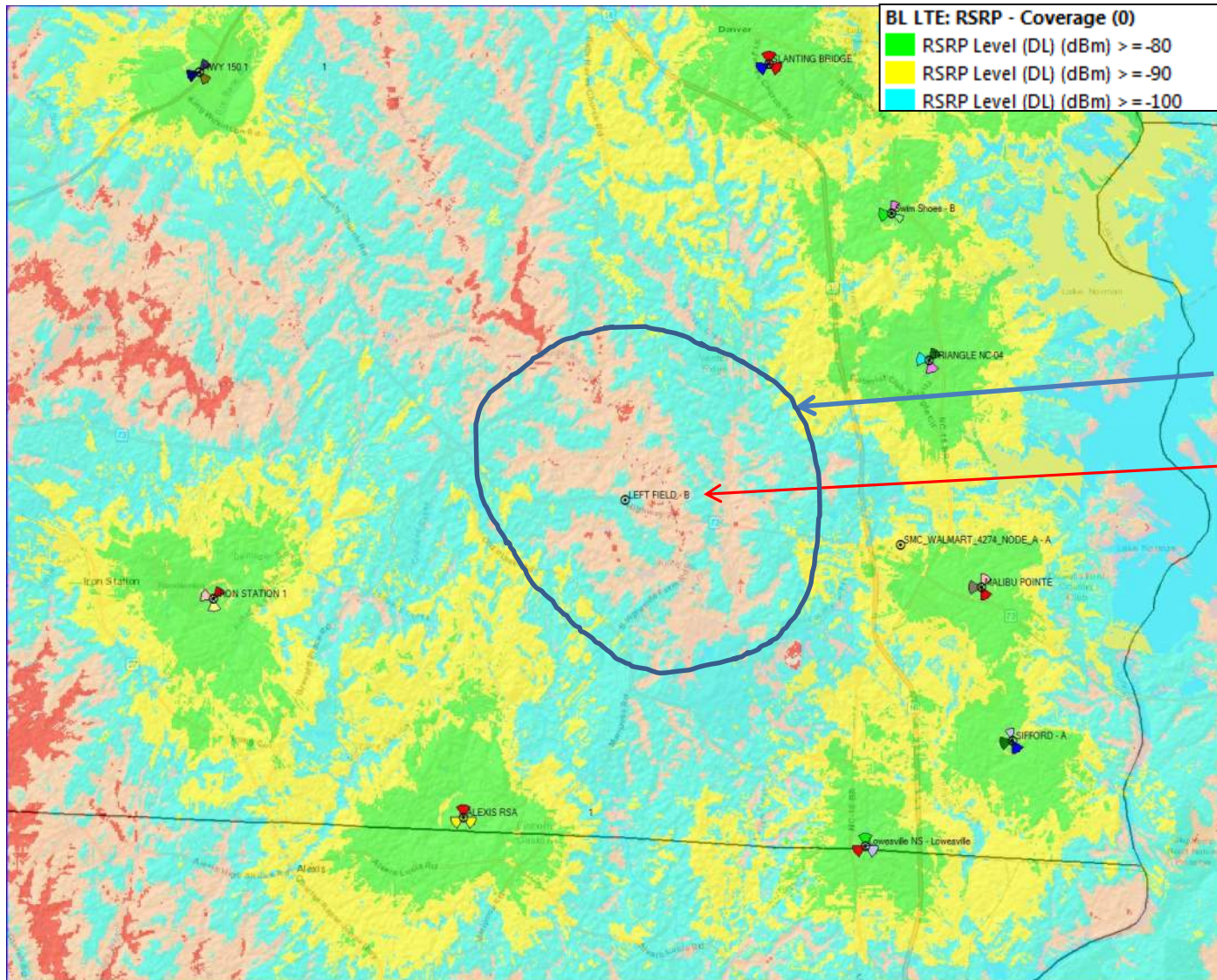
07/09/2018

# Site Candidate Objective

- The purpose of this new site is to improve drop call performance in the surrounding area due to lack of existing RF coverage.
- Drop call areas are indicated by a blue vector in the following coverage maps
- Traffic is spread out over a large geographical which requires a macro cell solution and not a DAS or small cell (SMC) solution

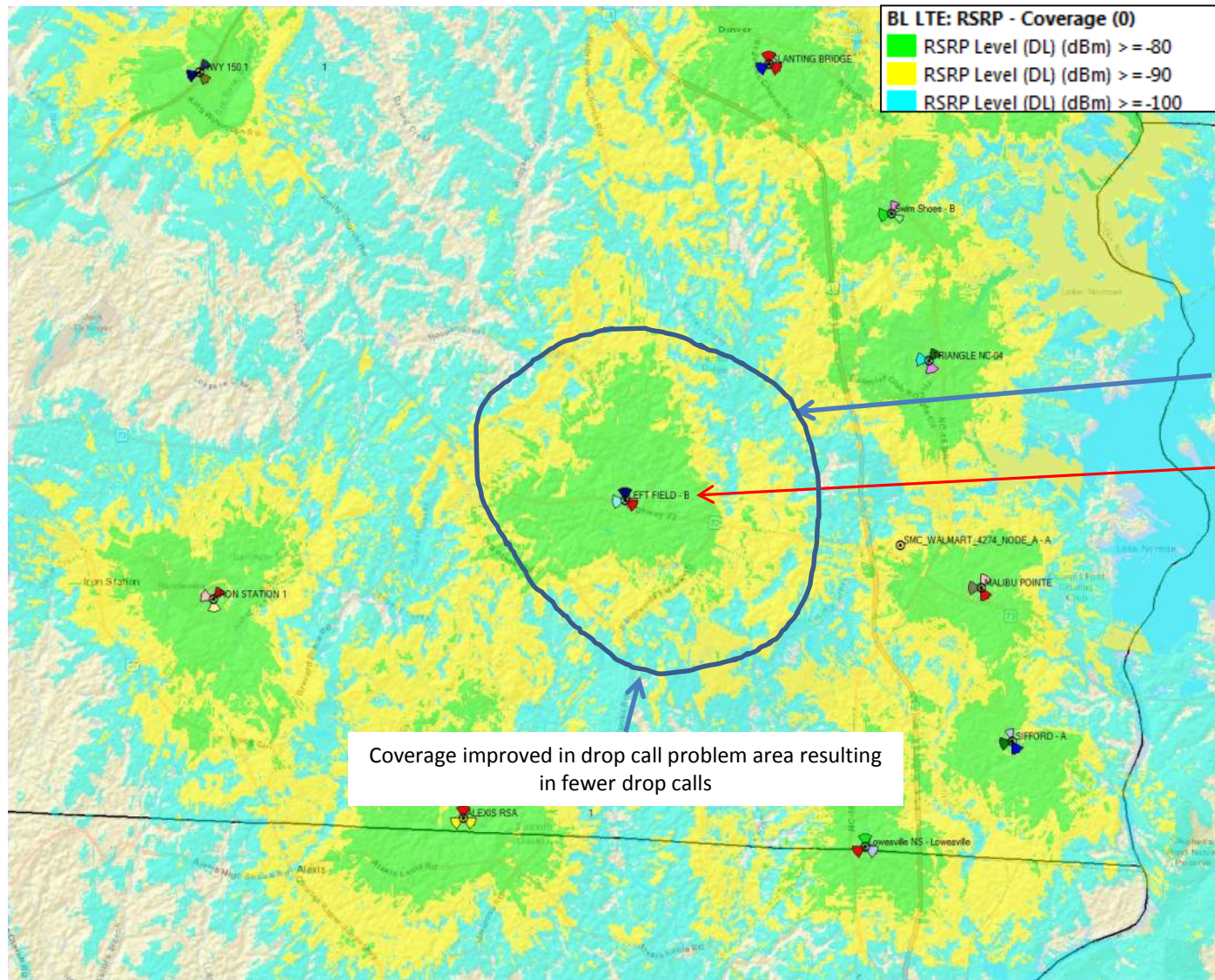


# Existing Coverage





# Existing and Proposed New Verizon Site Coverage



# Conclusion

- Recommendation is to proceed with the Verizon proposed site location to help improve drop call performance in the highlighted area.



## **7. COLLOCATION CERTIFICATION LETTER**



Verizon Wireless  
8921 Research Drive  
Charlotte, North Carolina 28262  
Phone 704 510-8500

**APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER  
AND RELATED APPURTENANCES**

Lincoln County Planning & Inspection Department  
ATTN: Randy Hawkins, Zoning Director  
302 N. Academy Street  
Lincolnton, NC 28092

Subject: Collocation Intent for Proposed Communication Tower  
5598 NC Highway 73, Iron Station, NC; Property  
Owner: Dale Cosby Shronce, Parcel ID: 3682-96-8958  
Cellco Partnership d/b/a Verizon Wireless Site #306191, Left Field

Dear Mr. Hawkins:

This letter serves as a statement of compliance that the referenced site will be structurally designed and constructed to accommodate collocation by multiple tenants as evidenced by the attached site plans, page C7, to help reduce tower proliferation within the community.

In addition, the tower will enhance both wireless voice and data capabilities to its customers, as well as first responders in the surrounding area.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Haven", with a long horizontal flourish extending to the right.

Michael Haven  
Manager, RE/Regulatory  
Cellco Partnership d/b/a  
Verizon Wireless



## **8. OWNERS DOCUMENTATION – DEED, PARCEL IDENTIFICATION**



## Lincoln County Property Record Card

Parcel 33066

Appraisal Year 2017

Pin 3682-96-8958

Physical Location 6680 SCHRONCE RD

Map 3682-00

### Owner

Owner SHRONCE DALE COSBY  
 Mailing 6680 SCHRONCE RD  
 Address IRON STATION NC 28080  
 Account 19274

Deed 05E-276  
 Deed Year 2004  
 Deed Acres 0  
 Map Acres 153.421

Fire District EAST LINCOLN  
 Township CATAWBA SPRINGS  
 Neighborhood 0584  
 Description SHRONCE PROPERTY  
 Category REAL

Land Market Value \$973,772  
 Improvement Market Value \$30,117  
 Total Market Value \$1,003,889

### Sales History

Deed	Last Transaction Date	Type/Qualify	Sale Price	Stamps	Deed Name
05E-276	8/10/2004	SPL NO	\$0	\$0	SHRONCE, DALE C
05E-276	8/10/2004	WILL NO	\$0	\$0	SHRONCE, DALE C
03E-496	10/28/2003	WILL NO	\$0	\$0	SHRONCE, EURVER M (LIFE EST) DALE C SHRONCE (REM INT)

### Land Segments

Land Segment	Zone Code	Land Type Code	Quantity
1	R-T AC	B	1
2	R-T AC	FP	42.787
3	R-T AC	U	109.634
4	R-T AC	ZV	9.603
5	R-T AC	ZV	37.925
6	R-T AC	ZV	41.401
9	R-T AC	ZV	1.547
10	R-T SI	WS	1
<b>Total Acres</b>			<b>153.421</b>

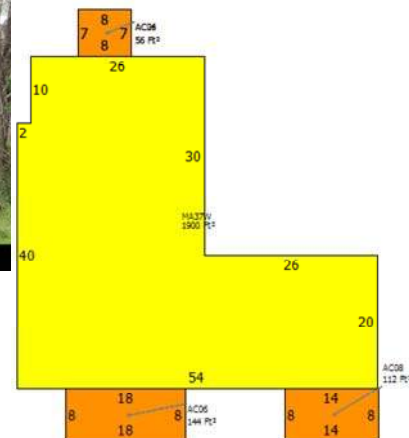
### Land Use Assessment

Land Use Segment	Zone Code	Land Use Code	Land Use Acres
2	R-T	F3	6.659
3	R-T	F2	55.286
4	R-T	A1	9.603
5	R-T	A4	37.925
6	R-T	A3	41.401
9	R-T	A0	1.547
<b>Total Land Use Acres</b>			<b>152.421</b>

Land Market Value \$973,772  
 Deferred Amount \$906,579  
 Land Tax Value \$67,193

### Improvements

Improvement 1  
 Description CONVENTIONAL (PRE WWII)  
 Quality Grade D+-  
 Year Built 1930  
 Effective Year Built 1930  
 Stories 1  
 Rooms 9  
 Bedrooms 3  
 Bathrooms 1  
 Half Baths 0  
 Heat/Air NO HEAT RESIDENTIAL  
 Fireplace 1  
 Finished Basement 0  
 Unfinished Basement 0  
 Main Finished Area 1900

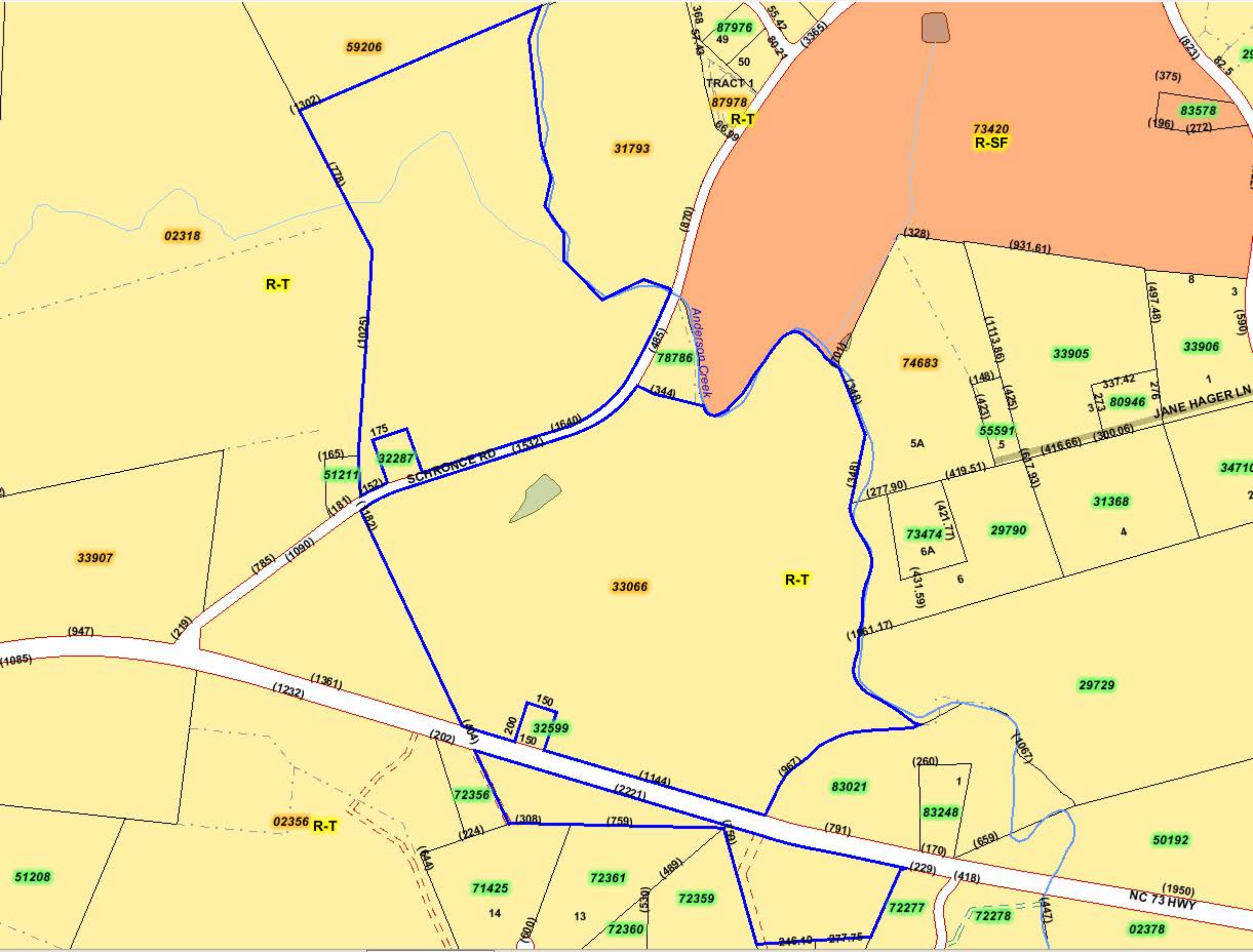




Market Value \$16,836

[Click here to zoom to this record](#)**Miscellaneous Improvements**

<u>Improvement</u>	<u>Description</u>	<u>Area</u>	<u>Year Built</u>	<u>Market Value</u>
2	24 X 30 OPEN BARN	720	1976	\$1,907
3	2 ( 12 X 24 )	576	1976	\$319
4	18 X 44	792	1950	\$654
5	30 X 40 MTL BARN	1200	1976	\$3,179
6	24 X 24	576	1976	\$672
7	1968-12X52 GRY/BLK M20480	1	0	\$0
8	MOBILE HOME SPACES	1	1975	\$1,800
9	12 X 16 SHED	192	1976	\$531
11	HAY BARN (OPEN) 50 X 60	3000	1999	\$4,219



SITE NAME: LEFT FIELD  
SITE NUMBER:306191

### LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this 13<sup>th</sup> day of JUNE 2018, between DALE C. SHRONCE, a married person, with a mailing address at 6680 Schronce Rd., Iron Station, North Carolina 28080, hereinafter designated LESSOR and CELLCO PARTNERSHIP d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party." RETIA C. SHRONCE, spouse of Dale C. Shronce, joins herein solely to consent to this Agreement and to subordinate any marital rights which she may have in the Property (defined below) to the terms of this Agreement.

In consideration of \$1.00 and the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR on NC Hwy 73, Iron Station, North Carolina 28080 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 10,000 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises at any time. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. LESSOR and LESSEE agree that they shall acknowledge the Commencement Date in writing. Such acknowledgement of the Commencement Date may include email correspondence.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \_\_\_\_\_ to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 6680 Schronce Rd., Iron Station, North Carolina 28080 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). The annual rental for each 5 year extension term shall increase by over the annual rent due for the immediately preceding 5 year term.

(c). For any Party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's, or such other Party's, right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(d). As additional consideration for this Agreement, the sufficiency of which is hereby acknowledged, LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum signing bonus of which shall be considered additional rent for the Premises for the period from the Effective Date until the Commencement Date. The signing bonus shall be paid by LESSEE to LESSOR within 90 days of the Effective Date. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(d) is fair and adequate payment in exchange for LESSEE intentionally delaying installation of LESSEE's communications equipment, and LESSOR recognizes that Paragraph 2 of this Agreement governs the Commencement Date. This Paragraph 4(d) does not impact whether or not LESSEE chooses to install LESSEE's communications equipment and commence the Term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along one or more rights-of-way (collectively, the "Easement") as depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises are (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit to this Agreement.

8. GOVERNMENT APPROVALS. LESSEE's obligations hereunder are conditioned upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, LESSEE chooses to terminate upon the annual anniversary of the Commencement Date; or (viii) LESSEE chooses to terminate at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. At the indemnified Party's request, the indemnifying Party shall defend any indemnified Party against any claim, with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE.

(a). The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty was caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All



such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b). LESSOR hereby represents that all portions of the Property within three hundred feet (300') of the Premises (hereinafter referred to as the "Insurance Buffer") are currently being used solely for agricultural, forestry or non-commercial purposes. LESSOR's liability insurance requirements set forth in Section 11(a) shall be waived unless the current use of the Insurance Buffer changes during the Term at which time LESSOR shall be immediately required to obtain the liability insurance coverages set forth in Section 11(a).

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to LESSEE's Network Operations Center at (800) 621-2622 or to LESSOR at (704) 736-5209, the interfering Party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures or attachments to real property under applicable laws. If the time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. Upon expiration of the Term, if the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then existing monthly rate or on the

existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in any portion of the Property on which the Premises or the Easement are located or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement that will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any third-party offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such third-party offer within 30 days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third-party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within 30 days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect LESSEE's Use.



19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Dale C. Shronce  
6680 Schronce Rd.  
Iron Station, North Carolina 28080

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering Party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance

Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy that the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety (collectively, "EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials

(such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE's Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and any other damages LESSEE may incur as a result of any such condemnation, but specifically excluding loss of LESSEE's leasehold interest.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes; fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable

dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the Parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR:**

By: Dale C. Shronce  
Dale C. Shronce

Date: 5-17-2018

RETIA C. SHRONCE, the spouse of Dale C. Shronce, hereby executes this Agreement for the purpose of consenting to the terms of the Agreement and subordinating any marital rights which she may have in the Property to the terms of this Agreement.

By: Retia C. Shronce  
Retia C. Shronce

Date: 5/17/2018

**LESSEE:**

**CELLCO PARTNERSHIP d/b/a Verizon Wireless**

By: Niraj Patel  
Niraj Patel  
Director – Network Field Engineering

Date: 6/13/18

**EXHIBIT "A" (Page 1 of 2)**

**DESCRIPTION OF PROPERTY**

Property located in Lincoln, NC

All that certain lot or parcel of land situated in Catawba Springs Township, Lincoln County, N. C. and more particularly described as follows:

Lying on the West side of Anderson Creek in Catawba Springs Township, Lincoln County, North Carolina, and being that part of what is known as the Paine Farm which lies West of said creek according to a survey and map made by A. B. Heavner, Lincoln County Surveyor on February 4 and 5, 1937, as follows: Beginning at a stake on the West bank of Anderson Creek in the division line between the Rhyne Estate property and the Duncan estate property and runs with said division line S 67-1/2 W 72 poles to a stake; thence S 27 E 44 poles to a stake; thence S 5 W 82 poles to a stake just South of the road; thence S 24 E 105 poles to a stone; thence S 88 E 64 poles to a stone; thence S 13-1/2 E 84-3/5 poles to a stake and markers on the West bank of Anderson Creek; thence up said creek with its meanderings to the beginning corner on the West Bank of the creek.

Barring and excepting, however, from the above described property a lot conveyed to Melvin Shronce by deed recorded Book 457, Page 400 and a lot conveyed to Ben Shronce by deed recorded Book 557, Page 311 and a lot conveyed to David Clark by deed recorded Book 647, Page 701, to which deeds reference is made for the excepted portions of property.

LESS AND EXCEPT that portion of property conveyed to Boyce P. Shronce and Laura Shronce from Hulick C. Shronce and wife Eurver Shronce; Dale C. Shronce and wife Retia C. Shronce by Warranty Deed dated March 22, 2001 and recorded April 20, 2001 in Deed Book 1237, Page 020.

LESS AND EXCEPT that portion of property conveyed to John H. Shronce and Daniel T. Shronce, joint tenants with right of survivorship from Dale C. Shronce and wife Retia C. Shronce Eurver Shronce, widow by Warranty Deed dated July 08, 2004 and recorded July 09, 2004 in Deed Book 1608, Page 399.

LESS AND EXCEPT that portion of property conveyed to Virginia S. Miller and husband Joseph J. Miller from Dale C. Shronce and wife Retia Shronce by Warranty Deed dated October 01, 2007 and recorded October 19, 2007 in Deed Book 1976, Page 237.

AND BEING a portion of the property conveyed to B. M. Schronce from W. B. Rhyne, E. P. Rhyne, Paul C. Rhyne, Walter Rhyne and H. A. Rhyne, Executors of the last Will and Testament of D. E. Rhyne by Deed dated December 05, 1940 and recorded December 17, 1940 in Deed Book 209, Page 561; AND FURTHER BEING a portion conveyed to Hulick Schronce, subject to a life estate in favor of Sarah Schronce by the Last Will & Testament of BM. Schronce recorded in Will Book 10, Page 472. Sarah Schronce, having departed this earth on or about 1969; AND FURTHER CONVEYED to Eurver M. Shronce, an undivided one-half interest from Hulick C. Shronce by Warranty Deed dated September 04, 1998 and recorded September 14, 1998 in Deed Book 1067, Page 768; AND FURTHER CONVEYED to Dale C. Shronce, an undivided one-half interest, subject to a reserved life estate retained by Grantor from Hulick C. Shronce by Warranty Deed dated September 04, 1998 and recorded September 14, 1998 in Deed Book 1067, Page 772; The said Hulick C. Shronce having passed from this earth on or about October 28, 2003; AND FURTHER CONVEYED to Dale C. Shronce, an undivided one-half interest, subject to a reserved life estate

**EXHIBIT "A" (Page 2 of 2)**

retained by Grantor from Eurver Shronce by Warranty Deed dated September 04, 1998 and recorded September 14, 1998 in Deed Book 1067, Page 776; The said Eurver M. Schronce having passed from this earth on or about August 10, 2004.

Tax Parcel No. 33066



### SITE PLAN OF THE PREMISES





**EXHIBIT "B" (Page 3 of 3)**

**LEGAL DESCRIPTION OF THE PREMISES AND EASEMENT**

Being a portion of that real property located at 5598 NC Hwy 73, Iron Station, North Carolina 28080 owned by Dale Cosby Schronce and being shown as Tax Pin # 3682968958 on the tax map of Lincoln County, North Carolina and being recorded in Deed Book 1067 at page 776 and in estate file 05E-276, all in the Lincoln County Public Registries.

**Lessee Premises**

**COMMENCE** at a point in the westerly line of that real property located at 5598 NC Hwy 73, Iron Station, North Carolina 28080 owned by Dale Cosby Schronce and being shown as Tax Pin # 3682968958 on the tax map of Lincoln County, North Carolina and being recorded in Deed Book 1067 at page 776 and in estate file 05E-276, all in the Lincoln County Public Registries as it intersects the northerly margin of the 100 foot wide public right of way of NC Hwy 73; thence N25°57'12"E 195.00 feet to an iron pin set (#4 rebar) marking the southeast corner of the **Lessee Premises**, the **POINT OF BEGINNING**, said iron pin set also having North Carolina State Plane Coordinates on the North American Datum of 1983 (2011) (NC5PC) of North 627,983.58 feet and East 1,388,288.03 feet, said iron pin also being located N62°34'44"W 1,530.58 feet (grid distance = 1,530.35 feet, combined grid factor = 0.999850) from North Carolina Geodetic Survey control monument Machpelah (PID AH2604) which has NCSPC (2011) of North 627,278.81 feet and East 1,389,646.44 feet; thence with the following four (4) calls: 1) N73°40'44"W 100.00 feet to an iron pin set (#4 rebar); 2) N16°19'16"E 100.00 feet to an iron pin set (#4 rebar); 3) S73°40'44"E 100.00 feet to an iron pin set (#4 rebar); 4) S16°19'16"W 100.00 feet to the **POINT OF BEGINNING** and containing 10,000 square feet as shown on a survey prepared for **CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS** by Edward L. Killough, NCPLS No. L-1519 dated December 21, 2017, last revised March 15, 2018.

**Lessee 30 Foot Wide Non-Exclusive Access and Utility Easement**

**COMMENCE** at a point in the westerly line of that real property located at 5598 NC Hwy 73, Iron Station, North Carolina 28080 owned by Dale Cosby Schronce and being shown as Tax Pin # 3682968958 on the tax map of Lincoln County, North Carolina and being recorded in Deed Book 1067 at page 776 and in estate file 05E-276, all in the Lincoln County Public Registries, as it intersects the northerly margin of the 100 foot wide public right of way of NC Hwy 73; thence with said northern right of way S73°06'58"E, passing an existing concrete right of way marker at 6.27 feet, for a total distance of 8.67 feet to the **POINT OF BEGINNING**; thence with the perimeter of the **Lessee 30 Foot Wide Non-Exclusive Access and Utility Easement** the following eight (8) calls: 1) N23°19'16"W 142.78 feet; 2) with the arc of a circular curve to the right having a radius of 65.00 feet for an arc distance of 44.97 feet, said curve also having a chord bearing and distance of N03°30'00"W 44.08 feet; 3) N16°19'16"E 140.92 feet; 4) S73°40'44"E 30.00 feet to an iron pin set (#4 rebar) marking the northwest corner of the **Lessee Premises**; 5) with the westerly line of said **Premises** S16°19'16"W, passing an iron pin set (#4 rebar) at 100.00 feet marking the southwest corner, for a total distance of 140.92 feet; 6) with the arc of a circular curve to the left having a radius of 35.00 feet for an arc distance of 24.22 feet, said curve also having a chord bearing and distance of S03°30'00"E 23.74 feet; 7) S23°19'16"E 168.14 feet to a point in the northerly margin of NC Hwy 73; 8) with said margin N73°06'58"W 39.28 feet to the **POINT OF BEGINNING** and containing 9,929 square feet as shown on a survey prepared for **CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS** by Edward L. Killough, NCPLS No. L-1519 dated December 21, 2017, last revised March 15, 2018.



## 9. SITE PLAN / DRAWINGS

K:\ATL\_Wireless\000\_Verizon\2017\_Sites\Left Field (2017)\CAD\CD\WirelessGB.dwg 07/24/18 7:56 AM by: Tim.Merchant



8921 RESEARCH DRIVE  
CHARLOTTE, NC 28262

LEFT FIELD

SITE ADDRESS

5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY  
LATITUDE: 35° 27' 29.8" N  
LONGITUDE: 81° 03' 16.1" W  
TAX/PIN #: 3682968958  
ZONING: R-T



FROM CHARLOTTE OFFICE: START OUT GOING SOUTHWEST ON RESEARCH DRIVE TOWARDS HARRIS BLVD. FOR 0.3 MILE; TURN LEFT ONTO W. WT HARRIS BLVD. / NC-24-E. FOR 0.4 MILE; TURN LEFT ONTO THE I-85 N. FOR 0.3 MILE; MERGE ONTO I-85 N. FOR 2.0 MILE; USE THE RIGHT 2 LANES TO TAKE EXIT 48 FOR I-485 TOWARD ROCK HILL FOR 0.2 MILE; KEEP LEFT AT THE FORK, FOLLOW SIGNS FOR N I-485 OUTER/HUNTERSVILLE AND MERGE ONTO I-485/I-485 OUTER FOR 13.6 MILE; TAKE EXIT 16 FOR NC-16/BROOKSHIRE BLVD TOWARD NEWTON FOR 0.4 MILE; TURN RIGHT ONTO NC-16 N/BROOKSHIRE BLVD, CONTINUE TO FOLLOW NC-16 N. FOR 10.0 MILE; TAKE THE NC-73 EXIT TOWARD NC-16 N/LINCOLNTON/HUNTERSVILLE 0.2 MILE; TURN LEFT ONTO NC-73 W. FOR 2.7 MILE; THE DESTINATION WILL BE ON THE LEFT.

DRIVING DIRECTIONS

MUNICIPALITY:  
LINCOLN COUNTY

STATE:  
NORTH CAROLINA

TOWER TYPE:  
SELF SUPPORT TOWER

TOWER HEIGHT:  
225' (234' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:  
0 EXISTING, 1 PROPOSED

USE:  
PROPOSED TELECOMMUNICATIONS TOWER  
AND UNMANNED EQUIPMENT

CONSULTANT  
KIMLEY-HORN AND ASSOCIATES, INC.  
11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GEORGIA 30009  
PHONE: (706) 968-9189  
ATTN.: DAVID FRANKLIN

PROJECT SUMMARY

DEVELOPER  
VERIZON WIRELESS  
8921 RESEARCH DRIVE  
CHARLOTTE, NC 28262  
PHONE: (704) 577-8785  
ATTN: MICHAEL HAVEN

POWER COMPANY  
RUTHERFORD ELECTRIC MEMBERSHIP CORP.  
PHONE: (828) 245-1621  
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER  
DALE COSBY SHRONCE  
6680 SCHRONCE RD  
IRON STATION, NC 28080  
PHONE: (704) 736-5209  
ATTN.: DALE SHRONCE

FLOOD INFO  
SITE IS LOCATED WITHIN FEMA FLOOD MAP  
AREA 3710368200J DATED 08/16/2007 WITHIN  
FLOOD ZONE X.

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
T2	APPENDIX B - BUILDING CODE SUMMARY
--	SITE SURVEY (SHEET 1 OF 2)
--	SITE SURVEY (SHEET 2 OF 2)
N1	GENERAL NOTES
C1	OVERALL SITE PLAN (1 OF 2)
C1.1	OVERALL SITE PLAN (2 OF 2)
C1.2	SIGHT DISTANCE PLAN
C2	SITE PLAN
C3	EQUIPMENT PAD LAYOUT
C4	EQUIPMENT RACK DETAIL - FRONT
C5	EQUIPMENT RACK DETAIL - REAR
C6	CONCRETE PAD FOUNDATION DETAILS
C7	FENCE, GATE, AND COMPOUND DETAILS
C8	GRADING AND EROSION CONTROL PLAN
C9	GRADING AND EROSION CONTROL DETAILS
C10	ACCESS ROAD DETAILS
C11	SITE SIGNAGE DETAILS
C12	WAVEGUIDE BRIDGE DETAILS
C13	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING PLAN AND NOTES
E1	ELECTRICAL NOTES
E2	UTILITY SERVICE ROUTING PLAN
E3	METER RACK DETAILS-FRONT
E3.1	METER RACK DETAILS-REAR
E4	ELECTRICAL SINGLE LINE DIAGRAM
E5	PANEL SCHEDULE
E6	ELECTRICAL DETAILS
E7	GROUNDING NOTES
E8	GROUNDING PLAN
E9	GROUNDING SINGLE LINE DIAGRAM
E10	GROUNDING DETAILS
E11	GROUNDING DETAILS

SHEET INDEX

LINCOLN COUNTY PLANNING & INSPECTIONS  
302 N. ACADEMY STREET, STE#A  
LINCOLN, NC 28092  
PHONE: (704) 736-8440  
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION



8921 RESEARCH DRIVE  
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

SITE NAME:  
LEFT FIELD  
SITE No.: 306191  
PROJECT #: 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

PLANS PREPARED BY:

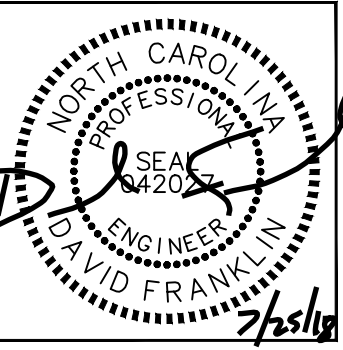


11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
PHONE: 770-619-4280  
WWW.KIMLEY-HORN.COM  
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2	07/03/18	CONSTRUCTION	DMF
1	02/06/18	CONSTRUCTION	DMF
0	12/05/17	CONSTRUCTION	DMF

LICENSER:



KHA PROJECT NUMBER:

018985575

DRAWN BY: CHECKED BY:

TDM

KAB

SHEET TITLE:

COVER SHEET

SHEET NUMBER:

T1





- NOTES
- THIS SITE SURVEY HAS BEEN PREPARED PARTIALLY FROM AN ACTUAL FIELD SURVEY AND PARTIALLY FROM MAPS AND DEEDS OF RECORD.
  - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS & RIGHT OF WAY OF RECORD.
  - ALL PROPERTY OWNERS ARE NOW OR FORMERLY. ADJACENT OWNER INFORMATION TAKEN FROM COUNTY TAX RECORDS.
  - AREA BY COMPUTER (COORDINATE METHOD).
  - ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
  - NORTH ORIENTATION BASED UPON NC GRID AND WAS ESTABLISHED BY SURVEY GRADE LEICA DUAL FREQUENCY GPS RECEIVER.
  - THIS MAP IS OF LEASED PROPERTY AND DOES NOT CREATE A SUBDIVISION OF LAND.
  - THIS MAP IS FOR LEASE PURPOSES AND IS NOT A BOUNDARY SURVEY OF THE ENTIRE TRACT.
  - SUBJECT PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE AS PER FEMA FIRM COMMUNITY PANEL NUMBER 3710368200J, EFFECTIVE DATE OF AUGUST 16, 2007.

**LEGEND**

D.B. = DEED BOOK  
IPF = #4 REBAR FOUND  
IPS = #4 REBAR SET  
RCP = RE-ENFORCED CONC. PIPE

**LINETYPE LEGEND**

— = PARENT TRACT PARCEL LINES  
- - - = ADJACENT PARCEL LINES  
- - - = LESSEE LEASE LINES  
- . - . - = FENCE LINES  
- - - - - = EASEMENT LINES

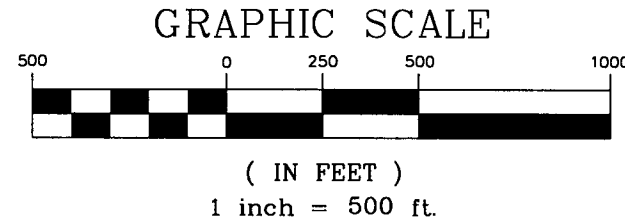
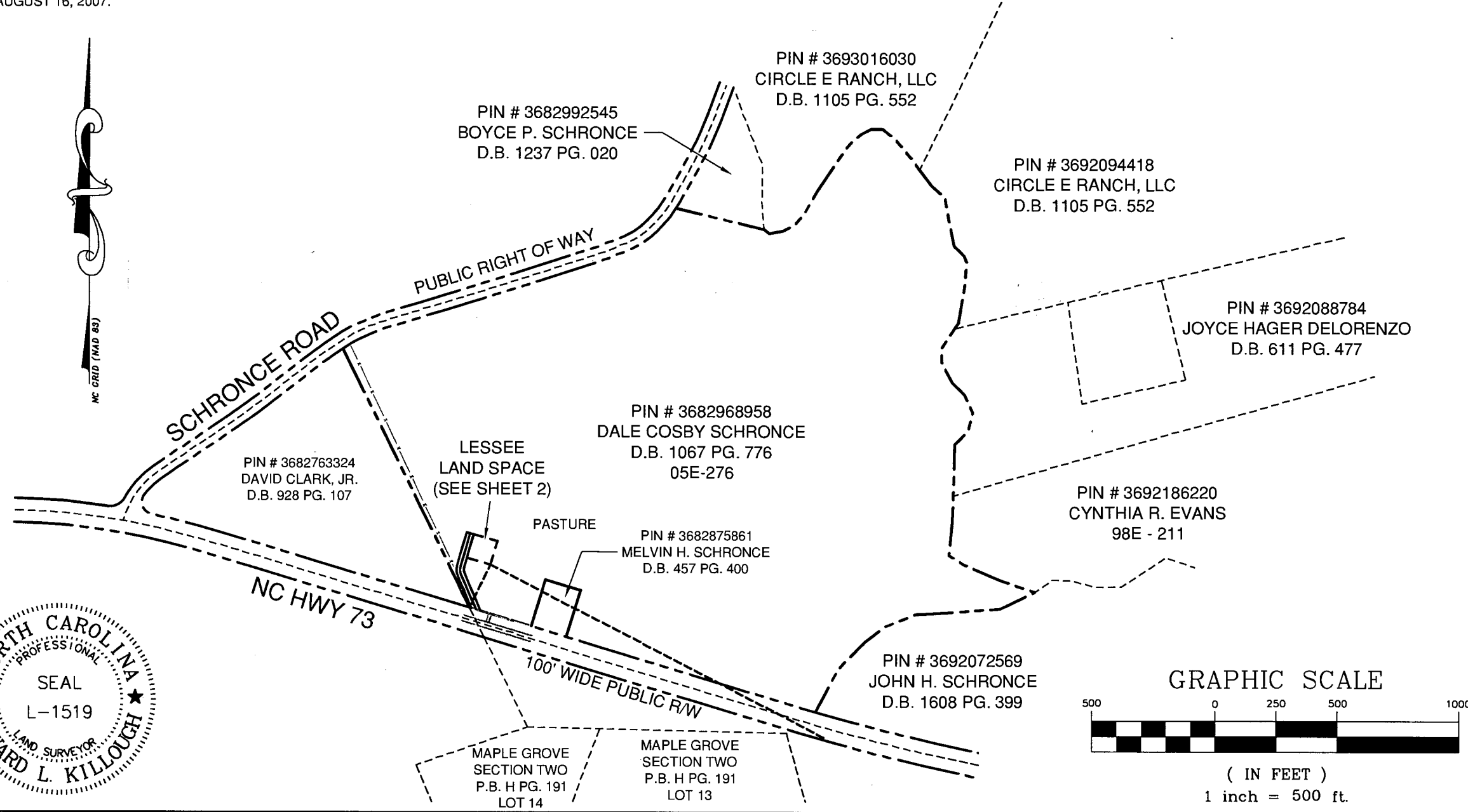
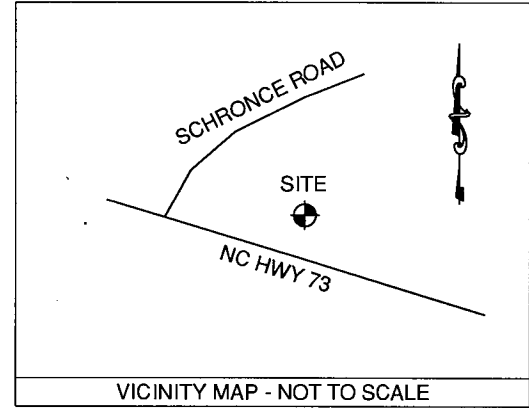
I HEREBY CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND ACCURATELY DEPICTS THE LOCATIONS OF THIS SITE AS SURVEYED IN THE FIELD AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN. I FURTHER CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL GPS SURVEY MADE BY ME AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY

- CLASS OF SURVEY: A
- POSITIONAL ACCURACY: <0.10'
- TYPE OF GPS SURVEY PROCEDURE: NCGS NETWORK RTK USING A LEICA GS14 RECEIVER
- DATES OF SURVEY: OCTOBER 10, 2017
- DATUM/EPOCH: NAD 83(NSRS2011)
- PUBLISHED/FIXED-CONTROL: VRS NETWORK
- GEOID MODEL: GEOID12B (CONUS)
- COMBINED GRID FACTOR: 0.999850
- UNITS: U.S. SURVEY FEET

*Edward L. Killough*  
EDWARD L. KILLOUGH L-1519  
P.O. BOX 369  
INDIAN TRAIL, NC 28079  
TELEPHONE NO. 704 821-7111  
DATE: 12/21/17



NOTES ON REVIEW OF TITLE REPORT:  
FIDELITY NATIONAL TITLE INSURANCE COMPANY  
ISSUE DATE: 9/13/2017 FIDELITY ORDER NO. 25870140  
FROM A SURVEY STANDPOINT THE ITEMS LISTED IN THE TITLE REPORT DO NOT AFFECT THE LESSEE'S PREMISES.



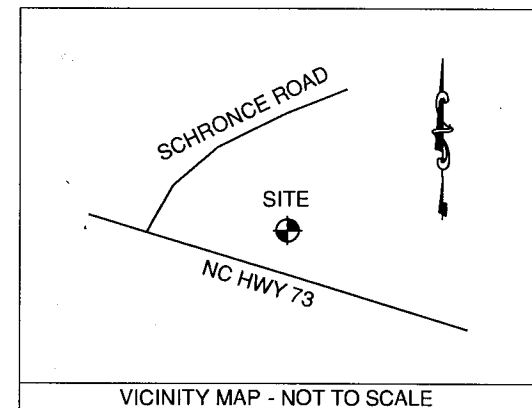
<div>Kimley»Horn</div> <div>11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009 PHONE: 770-825-0744 WWW.KIMLEY-HORN.COM</div> <div>Drawn by: EK    Check by: EK    Approved by: EK    Date: 12/21/17</div>				<div>LEFT FIELD 5598 NC HWY 73 IRON STATION, NC 28080 LINCOLN COUNTY</div>		<div> Cellco Partnership d/b/a Verizon Wireless</div>		<table><tr><th colspan="6">REVISIONS</th></tr><tr><th>No.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th><th>CHK</th><th>APP'D</th></tr><tr><td>0</td><td>12/21/17</td><td>ISSUED AS FINAL DRAWING</td><td>EK</td><td>EK</td><td>EK</td></tr><tr><td>A1</td><td>10/31/17</td><td>REVISED ACCESS AND REISSUED FOR REVIEW</td><td>EK</td><td>EK</td><td>EK</td></tr><tr><td>A</td><td>10/19/17</td><td>ISSUED FOR REVIEW</td><td>EK</td><td>EK</td><td>EK</td></tr></table>						REVISIONS						No.	DATE	DESCRIPTION	BY	CHK	APP'D	0	12/21/17	ISSUED AS FINAL DRAWING	EK	EK	EK	A1	10/31/17	REVISED ACCESS AND REISSUED FOR REVIEW	EK	EK	EK	A	10/19/17	ISSUED FOR REVIEW	EK	EK	EK	<div>SITE SURVEY</div> <div>PROPOSED SELF-SUPPORT TOWER</div> <div>DRAWING No. <span>1</span></div> <div>SHEET 1 OF 2</div>	
REVISIONS																																													
No.	DATE	DESCRIPTION	BY	CHK	APP'D																																								
0	12/21/17	ISSUED AS FINAL DRAWING	EK	EK	EK																																								
A1	10/31/17	REVISED ACCESS AND REISSUED FOR REVIEW	EK	EK	EK																																								
A	10/19/17	ISSUED FOR REVIEW	EK	EK	EK																																								

Drawn by: EK  
Check by: EK  
Approved by: EK  
Date: 12/21/17

6 5 4 3 2 1

CENTER OF  
PROPOSED TOWER  
LAT = 35°27'29.8" N  
LONG = 81°03'16.1" W  
GROUND ELEVATION = 781' NAVD 88

CURVE TABLE				
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	65.00'	44.97'	N03°30'00"W	44.08'
C2	35.00'	24.22'	S03°30'00"E	23.74'



- LEGEND**
- = CALCULATED POINT
  - CP = CABLE PEDESTAL
  - D.B. = DEED BOOK
  - EOP = EDGE OF PAVEMENT
  - FOV = FIBER OPTIC VAULT
  - HF = H-FRAME
  - IB = ICE BRIDGE
  - IPF = 1/2" REBAR FOUND (#4)
  - MR = METER RACK
  - NCSPC = NC STATE PLANE COORDINATES
  - P.B. = PLAT BOOK
  - POB = POINT OF BEGINNING
  - POC = POINT OF COMMENCEMENT
  - POT = POINT OF TERMINUS
  - PP = POWER POLE
  - PP-TR = POWER POLE WITH TRSF
  - TP = TELEPHONE PEDESTAL
  - TRSF = TRANSFORMER

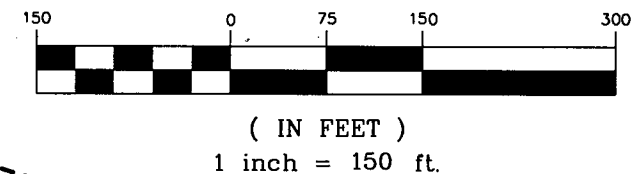
PIN # 3682763324  
DAVID CLARK, JR.  
D.B. 928 PG. 107

BENCH MARK  
IPS  
ELEVATION = 781.29'  
NCSPC NAD83 (2011)  
NORTH 628,079.53'  
EAST 1,388,316.13'

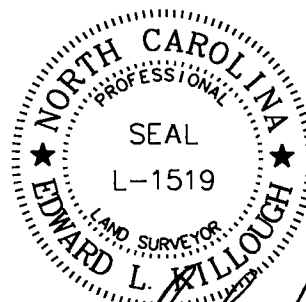
PIN # 3682968958  
DALE COSBY SCHRONCE  
D.B. 1067 PG. 776  
05E-276

POB IPS  
NCSPC NAD83 (2011)  
NORTH 627,983.58'  
EAST 1,388,288.03'

GRAPHIC SCALE



NC GRID (NAD 83)



EDWARD L. KILLOUGH L-1519  
P.O. BOX 369  
INDIAN TRAIL, NC 28079  
TELEPHONE NO. 704 821-7111

DATE: 12/21/17

**Kimley»Horn**

11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009  
PHONE: 770-825-0744 WWW.KIMLEY-HORN.COM

Drawn by: EK Check by: EK Approved by: EK Date: 12/21/17

LEFT FIELD  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

**verizon** wireless

Cellco Partnership d/b/a Verizon Wireless

REVISIONS				
No.	DATE	DESCRIPTION	BY	CHK APP'D
0	12/21/17	ISSUED AS FINAL DRAWING	EK	EK EK
A1	10/31/17	REVISED ACCESS AND REISSUED FOR REVIEW	EK	EK EK
A	10/10/17	ISSUED FOR REVIEW	EK	EK EK

SITE SURVEY

PROPOSED SELF-SUPPORT TOWER

DRAWING No. SHEET 2 OF 2 REV 0



K:\ATL\_Wireless\000\_Verizon\2017\_Sites\Left Field (2017)\CAD\CD\WirelessGB.dwg ----- 02/08/18 11:48 AM by: Xavier.Davis

1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND VERIZON SPECIFICATIONS, THE VERIZON PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
- 1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "NORTH CAROLINA 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 632-4949 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.
- 1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C11.

2.00 EQUIPMENT FOUNDATION NOTES

- 2.01 FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE ALLOWABLE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS AND BEARING CAPACITY PRIOR TO CONSTRUCTION.
- 2.02 EXCAVATE A MINIMUM 18" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL ACCEPTABLE TO VERIZON.
- 2.03 CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION. COORDINATE ALL RELOCATIONS WITH THE PROPERTY OWNER.
- 2.04 CONTRACTOR TO CUT/FILL EXISTING COMPOUND SUBSOIL TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT FOUNDATIONS. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL FILL MATERIAL SHALL ACHIEVE 95 PERCENT OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D 698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE VERIZON WIRELESS PROJECT MANAGER.
- 2.05 CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.06 CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.07 FIBERS FOR CONCRETE SHALL BE FIBERMESH 650, 100 PERCENT VIRGIN POLYPROPYLENE FIBRILLATED FIBERS, e3 PATENTED TECHNOLOGY PATENTED TECHNOLOGY, CONTAINING NO REPROCESSED OLEFIN MATERIALS. THE FIBERS SHALL CONFORM TO ASTM C1116 TYPE III AND MANUFACTURED SPECIFICALLY FOR THE SECONDARY REINFORCEMENT OF CONCRETE.
- 2.08 THE FIBERS SHALL BE MANUFACTURED IN AN ISO 9001:2008 CERTIFIED MANUFACTURING FACILITY. UNLESS OTHERWISE STATED, FIBERMESH 650 FIBERS SHALL BE ADDED TO THE CONCRETE AT THE BATCHING PLANT AT THE RECOMMENDED APPLICATION RATE OF 1.5 LBS/YD3 AND MIXED FOR A SUFFICIENT TIME (MINIMUM 5 MINUTES AT FULL MIXING SPEED) TO ENSURE UNIFORM DISTRIBUTION OF THE FIBERS THROUGHOUT THE CONCRETE. FIBROUS CONCRETE REINFORCEMENT SHALL BE MANUFACTURED BY FIBERMESH, 4019 INDUSTRY DRIVE, CHATTANOOGA, TN 37416 USA, TEL: 800 621-1273, WEBSITE: WWW.FIBERMESH.COM
- 2.09 AT THE REQUEST OF THE VERIZON WIRELESS PROJECT MANAGER, TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.10 CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.11 CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER.
- 2.121TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.
- 2.13 TOP OF FOUNDATION FINISH TO BE LEVEL ±1/8" IN 10'.
- 2.14 TOP OF FOUNDATION TO HAVE MEDIUM BROOM FINISH.
- 2.15 CONTRACTOR SHALL REFER TO DRAWINGS OF OTHER TRADES AND VENDOR DRAWINGS FOR EMBEDDED ITEMS AND RECESSES NOT SHOWN ON THE STRUCTURAL DRAWINGS. CONTRACTOR SHALL VERIFY PLACEMENT OF EQUIPMENT AND LOCATION OF CONDUIT FOR MANUFACTURER'S AND VENDORS SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL OPENINGS AND SLEEVES FOR PROPER DISTRIBUTION OF ALL UTILITIES.



8821 RESEARCH DRIVE  
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

SITE NAME:  
LEFT FIELD  
SITE No.: 306191  
PROJECT #: 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

PLANS PREPARED BY:

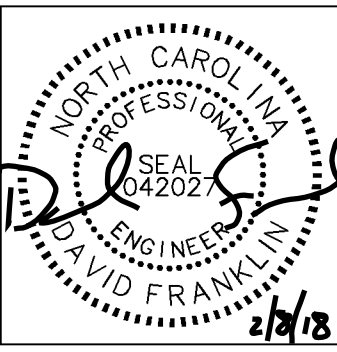


11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
PHONE: 770-619-4280  
WWW.KIMLEY-HORN.COM  
NC License F-0102

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1	02/06/18	CONSTRUCTION	DMF
0	12/05/17	CONSTRUCTION	DMF

LICENSER:



KHA PROJECT NUMBER:

018985575

DRAWN BY: CHECKED BY:

TDM

KAB

SHEET TITLE:

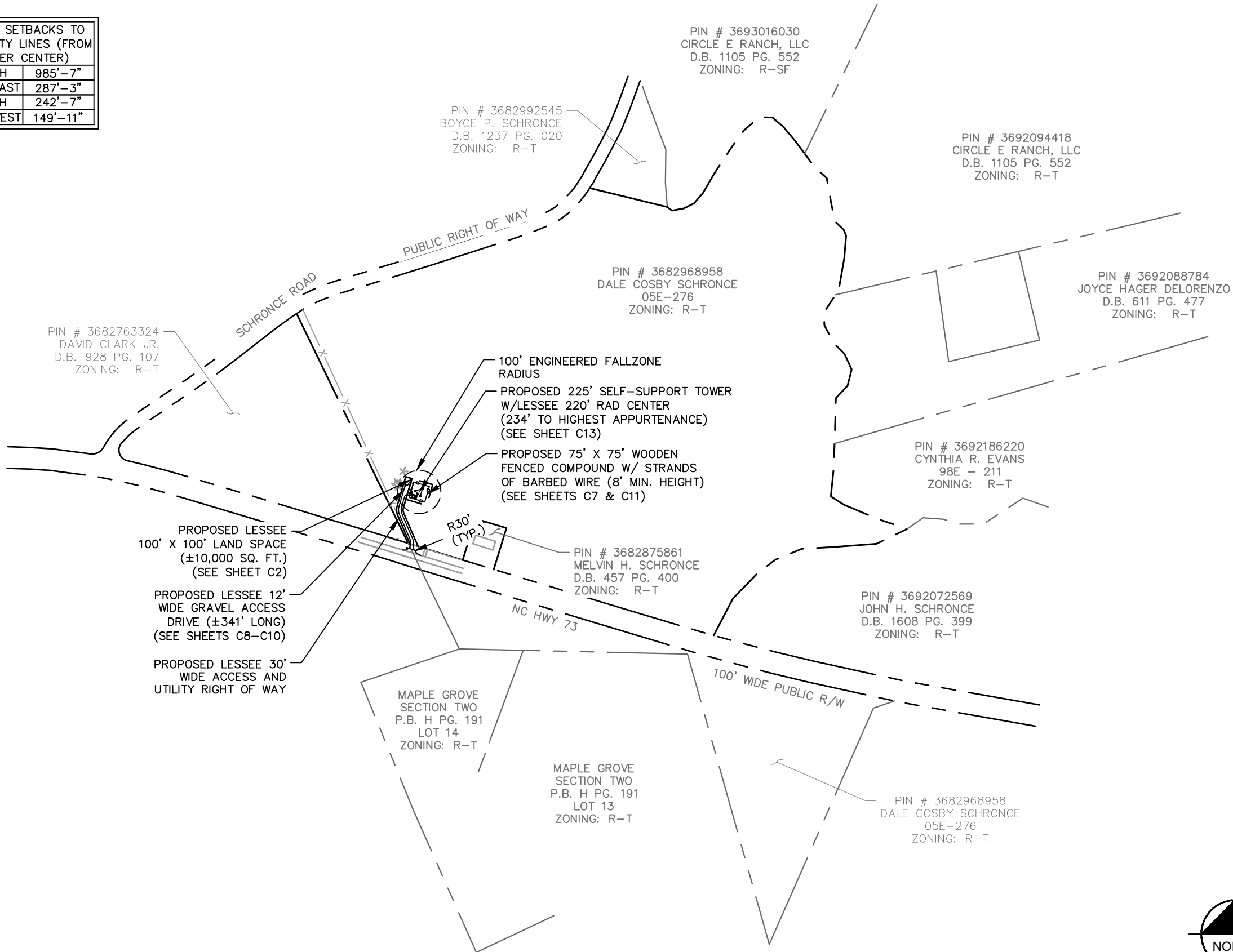
GENERAL NOTES

SHEET NUMBER:

N1

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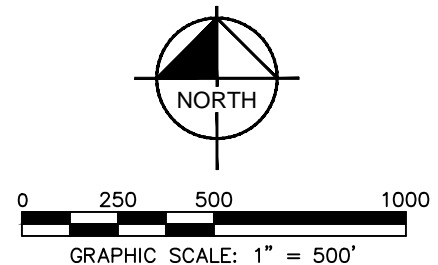
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	985'-7"
SOUTHEAST	287'-3"
SOUTH	242'-7"
SOUTHWEST	149'-11"



**SURVEY NOTE:**

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY EDWARD L. KILLOUGH AND ASSOCIATES SURVEYING DATED 10/31/17 AND SITE VISIT ON 10/10/17.

**1**  
**C1** **OVERALL SITE PLAN**  
SCALE: 1" = 500'



**PROJECT INFORMATION:**

**SITE NAME:**  
LEFT FIELD  
**SITE No.:** 306191  
**PROJECT #:** 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

**PLANS PREPARED BY:**

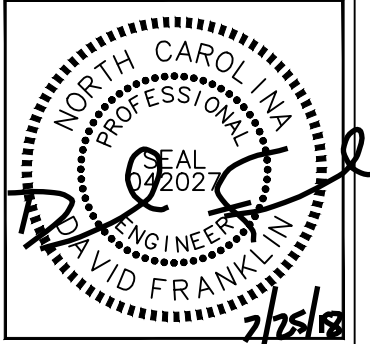
**Kimley»Horn**

11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
PHONE: 770-619-4280  
WWW.KIMLEY-HORN.COM  
NC License F-0102

**REV: DATE: ISSUED FOR: BY:**

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1	02/06/18	CONSTRUCTION	DMF
0	12/05/17	CONSTRUCTION	DMF

**LICENSER:**



**KHA PROJECT NUMBER:**

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**DRAWN BY: CHECKED BY:**

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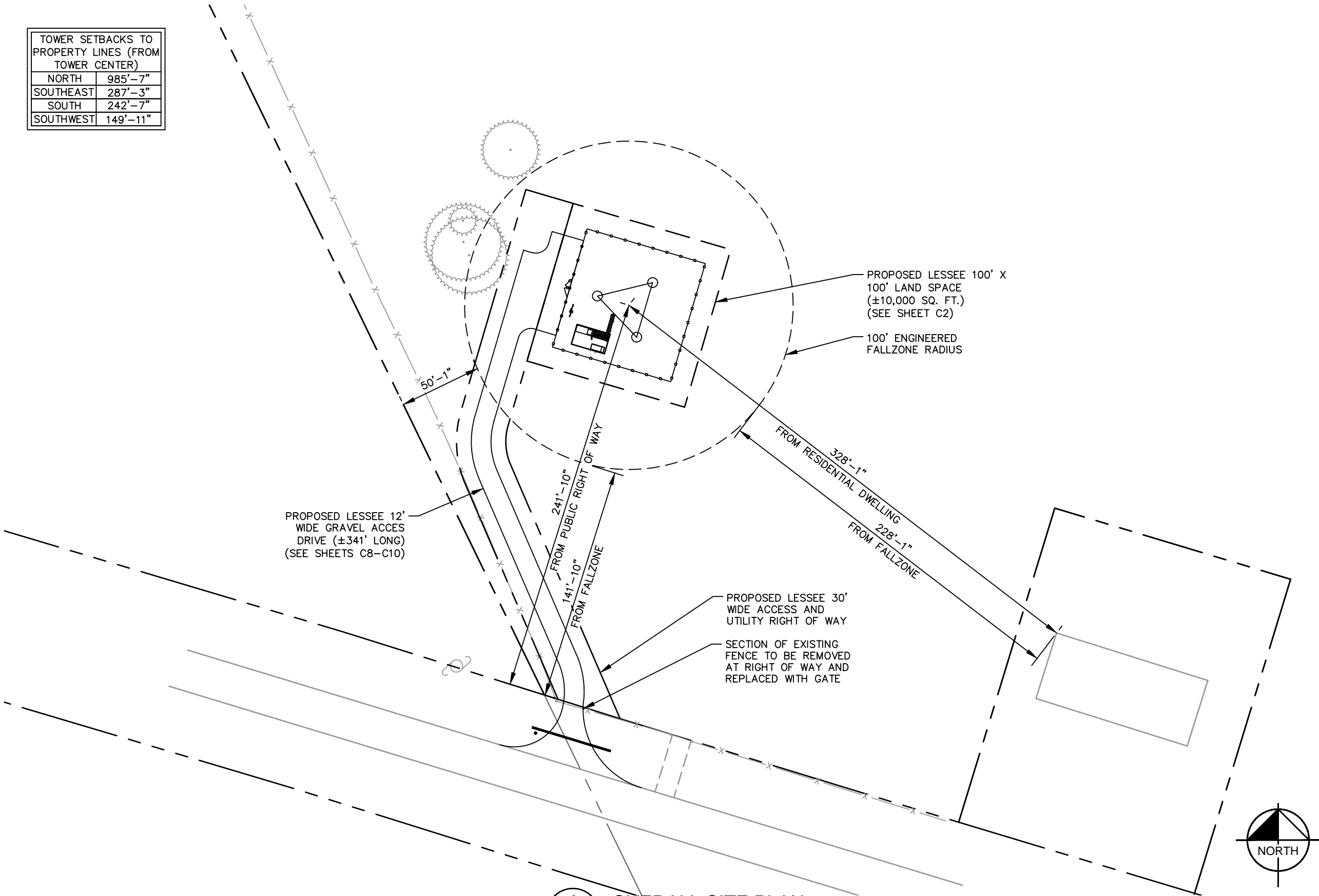
**SHEET TITLE:**

**OVERALL SITE  
PLAN (1 OF 2)**

**SHEET NUMBER:**

**C1**

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	985'-7"
SOUTHEAST	287'-3"
SOUTH	242'-7"
SOUTHWEST	149'-11"



**SURVEY NOTE:**

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY EDWARD L. KILLOUGH AND ASSOCIATES SURVEYING DATED 10/31/17 AND SITE VISIT ON 10/10/17.

1 OVERALL SITE PLAN  
C1.1 SCALE: 1" = 60'

**verizon**

8921 RESEARCH DRIVE  
CHARLOTTE, NORTH CAROLINA 28262

**PROJECT INFORMATION:**

**SITE NAME:**  
LEFT FIELD  
**SITE No.:** 306191  
**PROJECT #:** 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

**PLANS PREPARED BY:**

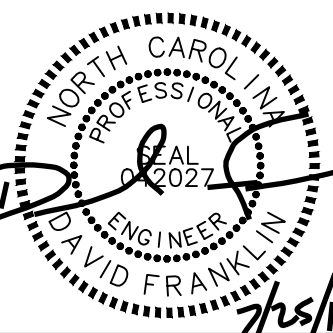
**Kimley»Horn**

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PHONE: 770-619-4280  
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0	12/05/17	CONSTRUCTION	DMF

**LICENSER:**



**KHA PROJECT NUMBER:**

018985575

**DRAWN BY: CHECKED BY:**

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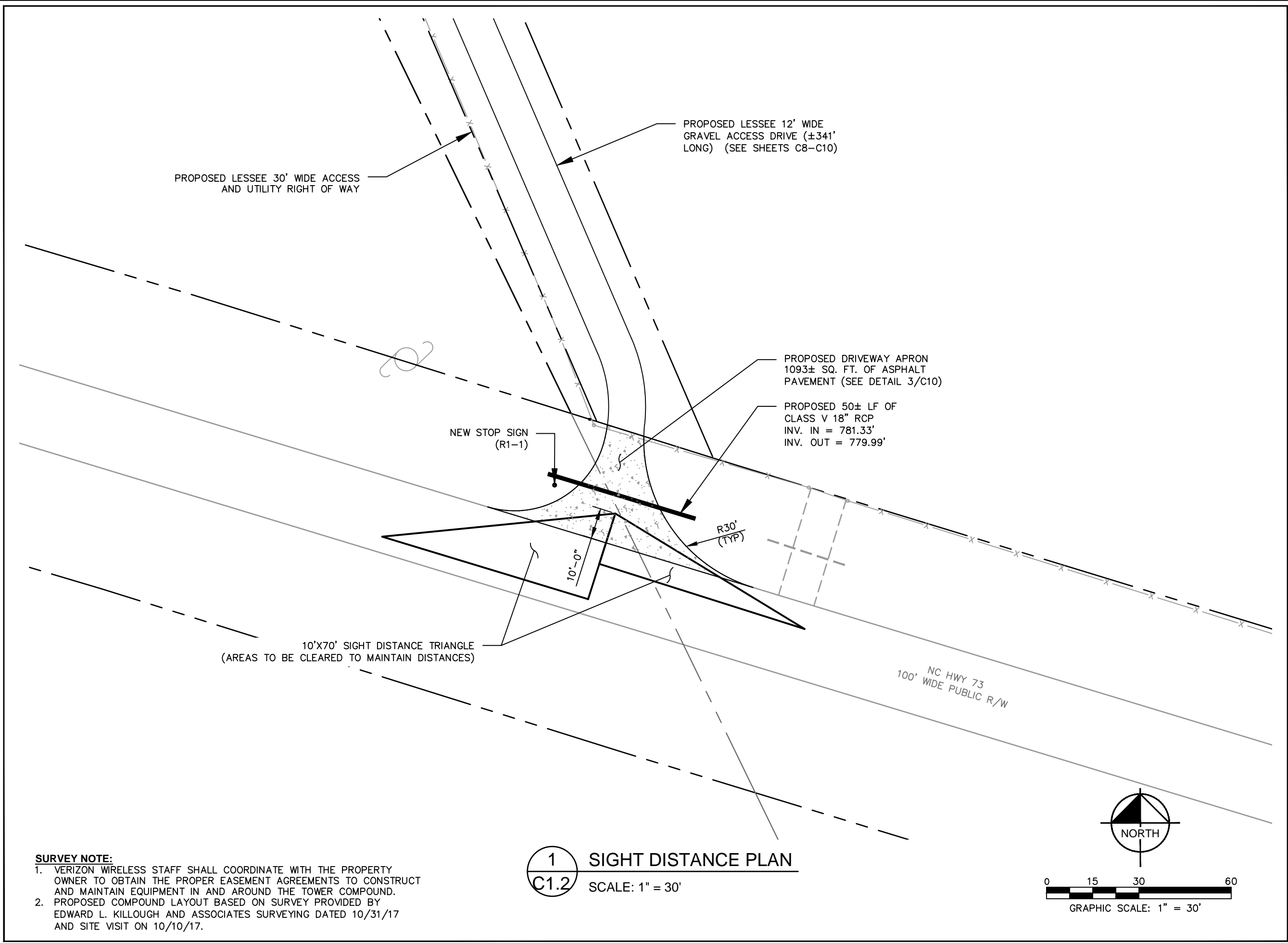
**SHEET TITLE:**

**OVERALL SITE  
PLAN (2 OF 2)**

**SHEET NUMBER:**

C1.1

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8921 RESEARCH DRIVE  
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

SITE NAME:  
LEFT FIELD  
SITE No.: 306191  
PROJECT #: 20141104155  
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IRON STATION, NC 28080  
LINCOLN COUNTY

PLANS PREPARED BY:

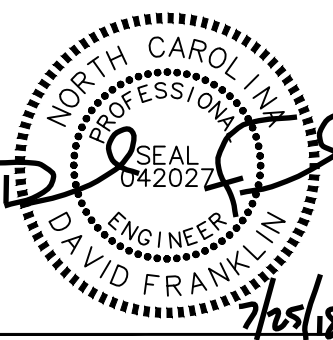
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0	07/03/18	CONSTRUCTION	DMF

LICENSER:



KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

TDM

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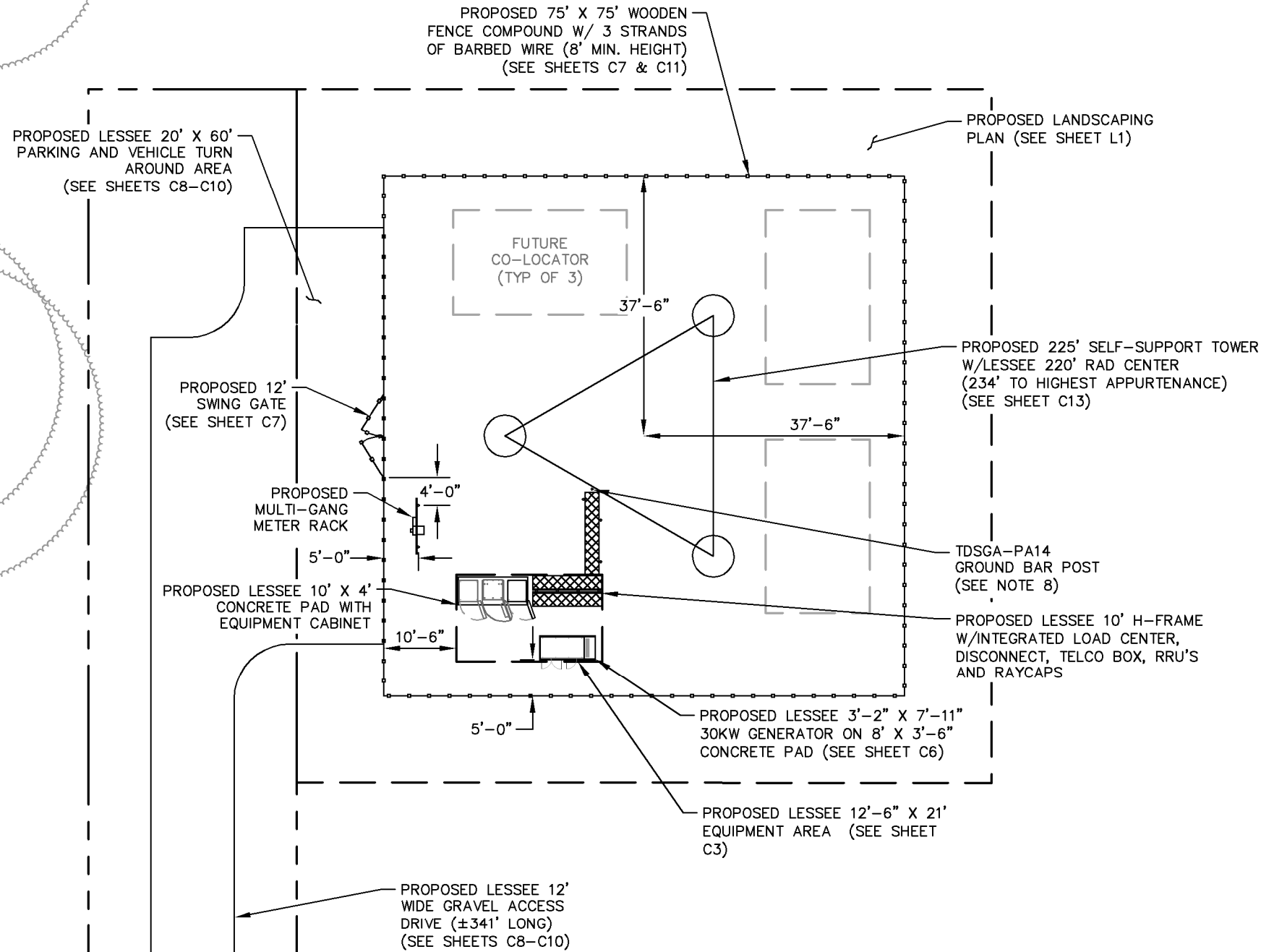
SHEET TITLE:

SIGHT DISTANCE  
PLAN

SHEET NUMBER:

C1.2

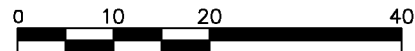
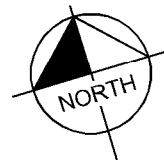
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1 SITE PLAN  
C2 SCALE: 1" = 20'

**SITE NOTES:**

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY EDWARD L. KILLOUGH AND ASSOCIATES SURVEYING DATED 10/31/17 AND SITE VISIT ON 10/10/17.
3. CONTRACTOR TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER THAT THE EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
4. THE BASIS OF EQUIPMENT DESIGN INCLUDES ONE (1) RF CABINET, ONE (1) FUTURE BATTERY CABINET, AND ONE (1) FUTURE EXPANSION CABINET.
5. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EXACT EQUIPMENT PROCURED BY VERIZON WIRELESS. COORDINATE ANY CHANGES WITH VERIZON WIRELESS CONSTRUCTION MANAGER.
6. ROUTE COAX/FIBER UP TOWER PER STRUCTURAL ANALYSIS BY TOWER OWNER.
7. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM VERIZON CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
8. INSTALL 3½" O.D. GALVANIZED STEEL POST FOR TDSCA-PA14 GROUND BAR. POST TO EXTEND 78" ABOVE GRADE AND SHALL BE EMBEDDED IN A 12"Ø CONCRETE FOOTING A MINIMUM OF 36". FOOTING SHALL EXTEND A MINIMUM OF 42" BELOW GRADE.



GRAPHIC SCALE: 1" = 20'

**verizon**

8821 RESEARCH DRIVE  
CHARLOTTE, NORTH CAROLINA 28262

**PROJECT INFORMATION:**

SITE NAME:  
LEFT FIELD  
SITE No.: 306191  
PROJECT #: 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

**PLANS PREPARED BY:**

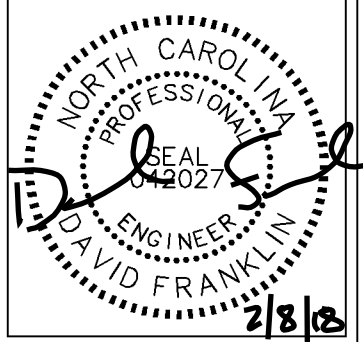
**Kimley»Horn**

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0	12/05/17	CONSTRUCTION	DMF

LICENSER:



KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

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KAB

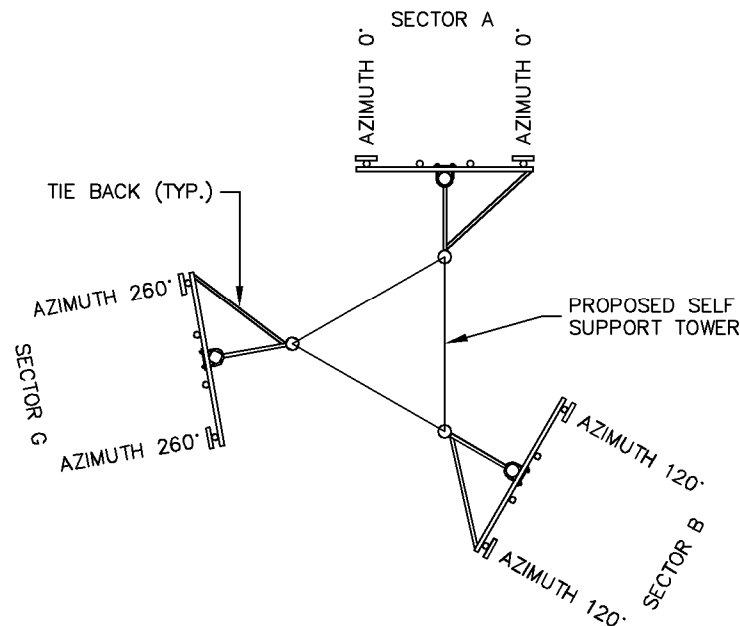
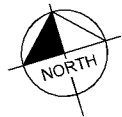
SHEET TITLE:

SITE PLAN

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**1 ANTENNA ORIENTATION PLAN**  
(NOT TO SCALE, FOR ILLUSTRATIVE PURPOSES ONLY, SEE STRUCTURAL ANALYSIS BY OTHERS TO CONFIRM ANTENNA MOUNT TYPE)

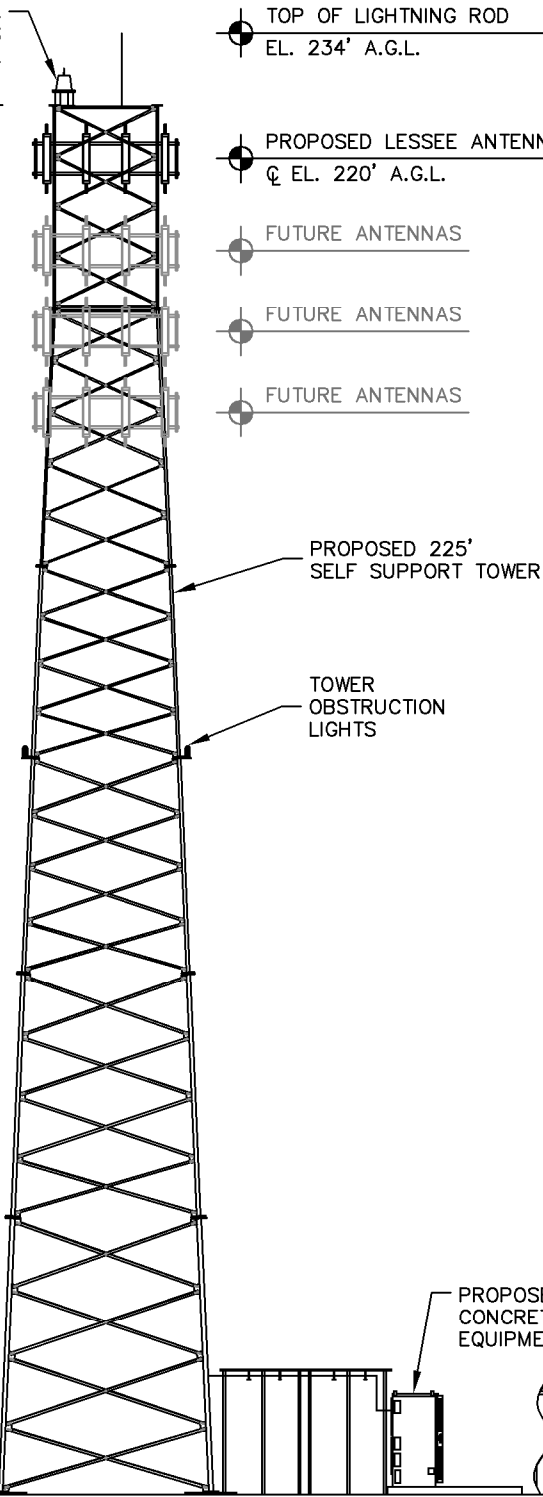
ANTENNA SECTOR	AZIMUTH IN DEGREES	MECHANICAL DOWN TILT	LICENSED FREQUENCY	ANTENNA* (QTY) MAKE/MODEL	REMOTE RADIO UNIT	COMPOSITION CABLES			TOTAL HYBRID
						LENGTH	COAX QTY	SIZE	
A1	0°	0°	700	(1) ANDREW/SBNHH-1D65C	RRUs 4449	-	-	-	4
			850		RRUs 8843	-	-	-	
			1900			-	-	-	
A4	0°	0°	700	(1) ANDREW/SBNHH-1D65C	RRUs 4449	-	-	-	
			850		RRUs 8843	-	-	-	
			2100			-	-	-	
B1	120°	0°	700	(1) ANDREW/SBNHH-1D65C	RRUs 4449	-	-	-	
			850		RRUs 8843	-	-	-	
			1900			-	-	-	
B4	120°	0°	700	(1) ANDREW/SBNHH-1D65C	RRUs 4449	-	-	-	
			850		RRUs 8843	-	-	-	
			2100			-	-	-	
G1	260°	0°	700	(1) ANDREW/SBNHH-1D65C	RRUs 4449	-	-	-	
			850		RRUs 8843	-	-	-	
			1900			-	-	-	
G4	260°	0°	700	(1) ANDREW/SBNHH-1D65C	RRUs 4449	-	-	-	
			850		RRUs 8843	-	-	-	
			2100			-	-	-	

- NOTES:**
1. ALL INFORMATION ON THIS PAGE IS PROVIDED BY VERIZON WIRELESS AND/OR OTHERS AND IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL CONTACT THE VERIZON WIRELESS CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION FOR ALL DETAILED ANTENNA, AND COAX CABLE INFORMATION.
  2. REFER TO STRUCTURAL ANALYSIS BY TOWER OWNER FOR ANALYSIS OF PROPOSED TOWER.
  3. IT IS UNDERSTOOD THAT KIMLEY-HORN MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE RELATING TO THE STRUCTURAL ADEQUACY OF THE PROPOSED TOWER OR ATTACHMENT OF ANTENNAS OR OTHER APPURTENANCES.

BEACON PER FAA REQUIREMENTS.  
EXTEND BEACON ABOVE TOP OF ANTENNAS  
PER VERIZON WIRELESS REQUIREMENTS.  
TOP OF TOWER  
EL. 225' A.G.L.

TOP OF LIGHTNING ROD  
EL. 234' A.G.L.  
PROPOSED LESSEE ANTENNAS  
EL. 220' A.G.L.  
FUTURE ANTENNAS  
FUTURE ANTENNAS  
FUTURE ANTENNAS

\*CONTRACTOR TO INSTALL SIX (6) CBC78-DF-2X DIPLEXERS AND ANY RAYCAP BOXES AS NECESSARY. VERIFY WITH VERIZON WIRELESS PROJECT MANAGER PRIOR TO CONSTRUCTION.



**2 SELF SUPPORT TOWER ELEVATION - WEST VIEW (FACING E)**  
NOT TO SCALE

- NOTES:**
1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
  2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
  3. COAX/FIBER CABLE LENGTHS ARE APPROXIMATE. CONTRACTOR TO VERIFY CORRECT LENGTH IN FIELD AT TIME OF CONSTRUCTION.
  4. PROPOSED TOWER WILL BE GALVANIZED STEEL-GRAY IN COLOR.

**verizon**

8821 RESEARCH DRIVE  
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

SITE NAME:  
LEFT FIELD  
SITE No.: 306191  
PROJECT #: 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

PLANS PREPARED BY:

**Kimley»Horn**

11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
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1	02/06/18	CONSTRUCTION	DMF
0	12/05/17	CONSTRUCTION	DMF

LICENSER:

FOR ILLUSTRATIVE  
PURPOSES ONLY-  
NO SIGNATURE  
REQUIRED

KHA PROJECT NUMBER:

018985575

DRAWN BY: CHECKED BY:

TDM

KAB

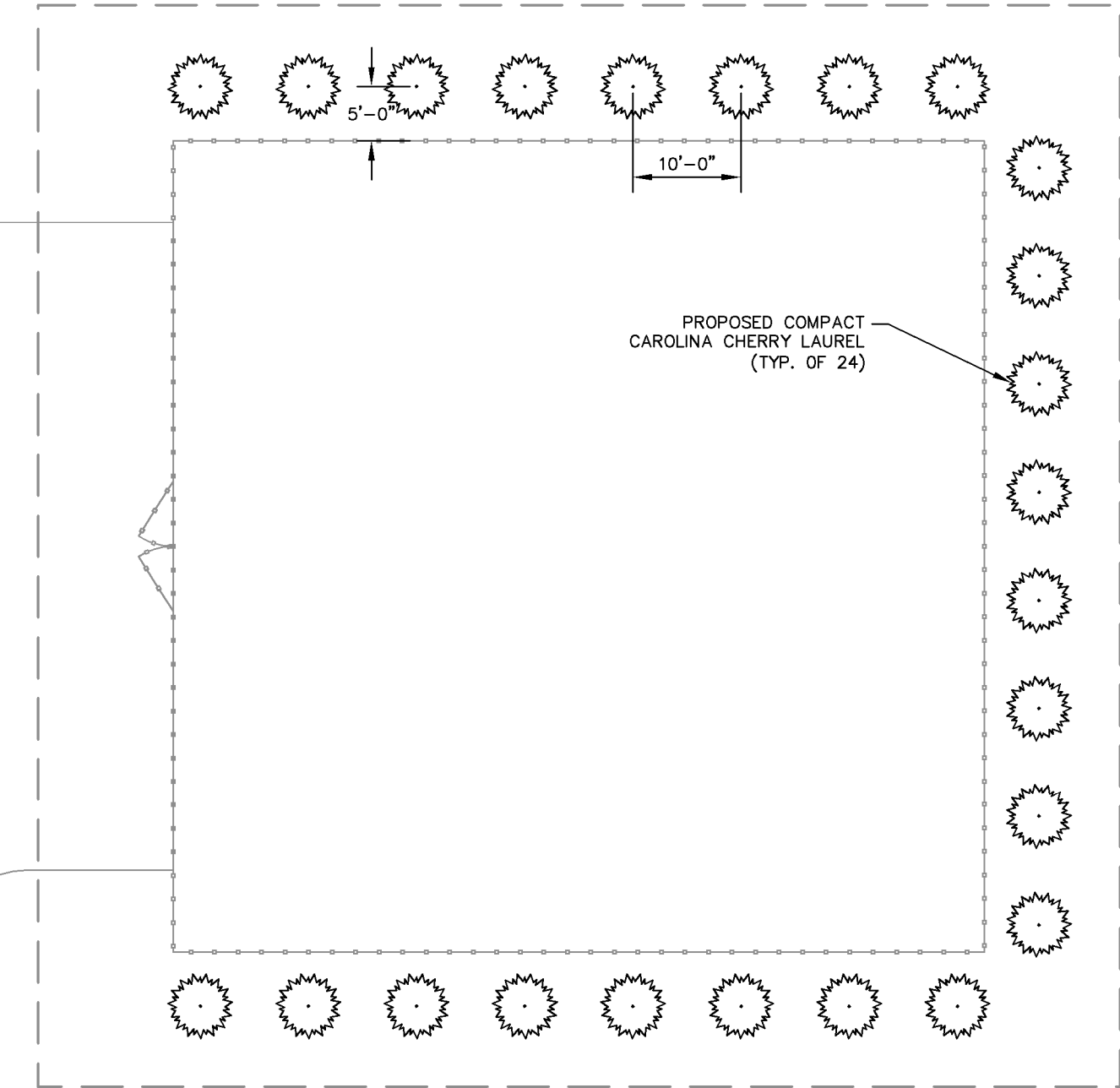
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ANTENNA AND  
TOWER ELEVATION  
DETAILS


SHEET NUMBER:

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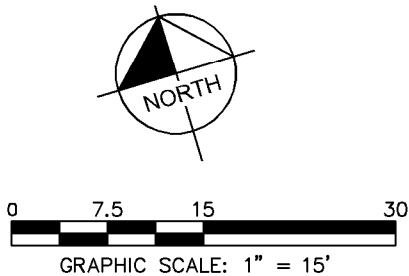
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1 LANDSCAPING PLAN  
L1 SCALE: 1" = 15'

LEGEND	
	CAROLINA CHERRY LAUREL

PLANTING LIST						
SYM./KEY	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATION		
				ROOT	CALIPER/ SIZE	SPACING
CCCL	24	PRUNUS CAROLINIANA 'COMPACTA'	COMPACT CAROLINA CHERRY LAUREL	B&B	3" CAL.	SEE PLAN



GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THAT OF ALL OTHER CONTRACTORS. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES. PRIOR TO COMMENCEMENT OF ANY WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES.
2. THE QUALITY AND SIZE OF ALL PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT STANDARDS AS SET FORTH IN ANSI Z60.180 - AMERICAN STANDARD FOR NURSERY STOCK.
3. ALL DISTURBED AREAS NOT COVERED BY HARDSCAPE OR PLANT MATERIALS SHALL BE COVERED WITH SEED AND STRAW.
4. PLANT SUBSTITUTION MAY BE PERMITTED ONLY AFTER PROOF THAT SPECIFIED PLANTS ARE UNAVAILABLE AND THE REQUEST HAS BEEN SUBMITTED TO THE OWNER OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL PROVIDE THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS AS THE PLANT SPECIFIED
5. MINOR PLANT LOCATION ADJUSTMENTS MAY BE MADE IN THE FIELD TO ENSURE ACCESS TO UTILITY JUNCTION BOXES, FREE SITE LIGHTING OF FUTURE TREE CANOPY INTERFERENCE AND ALLOW UNINHIBITED PEDESTRIAN / VEHICULAR CIRCULATION ON ALL PAVEMENTS OR FOUNDATIONS.
6. ALL SHRUB MASSES OF TWO OR MORE SHALL BE EDGED INTO A PLANTING BED AND MULCHED PER DETAIL. ALL INDIVIDUAL TREES AND SHRUBS SHALL HAVE A MULCH SAUCER EQUAL IN DIAMETER TO THE PLANTING PIT DIAMETER AND SHALL BE MULCHED AS SHOWN ON THE DETAILS. UNLESS OTHERWISE INDICATED, ALL BED EDGES SHALL BE A DEEP CUT CLEAN SPADE EDGE.
7. THE CONTRACTOR SHALL VERIFY THAT EACH TREE OR SHRUB PIT WILL DRAIN BEFORE INSTALLING PLANT MATERIAL. HE SHALL FILL THE HOLE WITH SIX INCHES (6") OF WATER THAT SHOULD PERCOLATE OUT WITHIN TWENTY-FOUR HOURS. SHOULD ANY AREA NOT DRAIN PROPERLY, A PERFORATED DRAIN LINE SHALL BE INSTALLED, OR THE PLANTS RELOCATED.
8. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF HE ENCOUNTERS ANY UNSUITABLE SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, UTILITY LINES, OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS. SHOULD THE CONTRACTOR NOT NOTIFY THE OWNER OF A PROBLEM AREA, HE WARRANTS THAT THE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF ALL PLANTS INSTALLED.
9. THE CONTRACTOR SHOULD VERIFY LANDSCAPING/TREE PLANTING LOCATIONS WITH THE PUBLIC UTILITIES DEPARTMENT TO AVOID CONFLICTS WITH WATER, SEWER, AND GAS LINES.
10. PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLE SUPERIOR IN FORM, COMPACTNESS AND SYMMETRY. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECT ADULT EGGS, PUPAE OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.
11. THERE SHALL BE NO CIRCLING OR GIRDLING ROOTS. CIRCLING ROOTS SHOULD BE CUT IN AT LEAST ONE PLACE.
12. THERE SHOULD BE ONE DOMINANT LEADER TO THE TOP OF THE TREE WITH THE LARGEST BRANCHES SPACED AT LEAST 6 INCHES APART. THERE CAN BE TWO LEADERS IN THE TOP 10% OF THE TREE IF IT IS OTHERWISE OF GOOD QUALITY.
13. THE TREE CANOPY SHOULD BE SYMMETRICAL AND FREE OF LARGE VOIDS. CLEAR TRUNK SHOULD BE NO MORE THAN 40% OF TREE HEIGHT UNLESS OTHERWISE SPECIFIED IN THE PLANTING SPECIFICATIONS. CLEAR TRUNK SHALL BE OF SUFFICIENT HEIGHT TO CLEAR SURROUNDING USES THAT MAY BE IMPACTED BY THE FUTURE GROWTH OF THE TREE.
14. OPEN TRUNK AND BRANCH WOUNDS SHALL BE LESS THAN 10% OF THE CIRCUMFERENCE AT THE WOUND AND NO MORE THAN 2 INCHES TALL. PROPERLY MADE PRUNING CUTS ARE NOT CONSIDERED OPEN TRUNK WOUNDS. THERE SHOULD BE NO CONKS OR BLEEDING, AND THERE SHOULD BE NO SIGNS OF INSECTS OR DISEASE ON MORE THAN 5% OF THE TREE.
15. IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, TREES MAY BE REJECTED.
16. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING OF THE SITE BY THE LOCAL ARBORIST.



8821 RESEARCH DRIVE  
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SITE No.: 306191  
PROJECT #: 20141104155  
5598 NC HWY 73  
IRON STATION, NC 28080  
LINCOLN COUNTY

PLANS PREPARED BY:

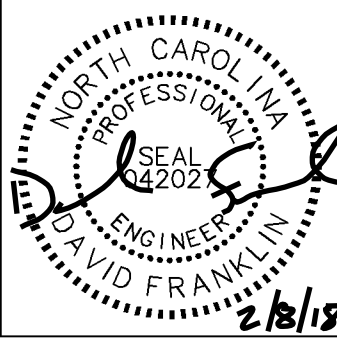
**Kimley»Horn**

11720 AMBER PARK DRIVE, SUITE 600  
ALPHARETTA, GA 30009  
PHONE: 770-619-4280  
WWW.KIMLEY-HORN.COM  
NC License F-0102

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
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3			
2			
1	02/06/18	CONSTRUCTION	DMF
0	12/05/17	CONSTRUCTION	DMF

LICENSER:



KHA PROJECT NUMBER:

018985575

DRAWN BY: CHECKED BY:

TDM

KAB

SHEET TITLE:

LANDSCAPING  
PLAN AND NOTES

SHEET NUMBER:

L1





## 10. FINDING OF FACT – SAFETY CERTIFICATION



Verizon Wireless  
8921 Research Drive  
Charlotte, North Carolina 28262  
Phone 704 510-8500

**APPLICATION FOR ZONING APPROVAL BY CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS FOR THE CONSTRUCTION OF A WIRELESS COMMUNICATION TOWER  
AND RELATED APPURTENANCES**

Lincoln County Planning & Inspection Department  
ATTN: Randy Hawkins, Zoning Director  
302 N. Academy Street  
Lincolnton, NC 28092

Subject: Finding of Fact for Proposed Communication Tower  
5598 NC Highway 73, Iron Station, NC; Property  
Owner: Dale Cosby Shronce, Parcel ID: 3682-96-8958  
Cellco Partnership d/b/a Verizon Wireless Site #306191, Left Field

Dear Mr. Hawkins:

This letter serves as a certification per Section 9.11.8 of the Lincoln County Ordinance as follows:

**A. The use will not materially endanger the public health or safety if located where proposed and developed according to plan.**

The proposed use will virtually have no impact on the provisions of services and utilities; it will not require water, sewer, or garbage collection services. The proposed facility will have virtually no impact on soil erosion or sedimentation. The proposed use meets or exceeds all setback requirements. The proposed tower will fully comply with all FCC rules and standards regarding maximum permissible exposure to radio frequency emissions and public safety. The power density levels are much lower than Federal and ANSI standards and will be constructed to meet or exceed all ANSI and FAA requirements. The proposed use will virtually have no adverse impact on the protection of public, community or private water supplies, including possible adverse effects on surface waters or ground water. Finally, the improved wireless service will provide better and more reliable access to emergency services in this area of Lincoln County, improving public health and safety.

**B. The use meets all required conditions and specifications.**

Applicant has submitted as part of the application package a detailed compliance statement addressing the design requirements of the Lincoln County Ordinance.

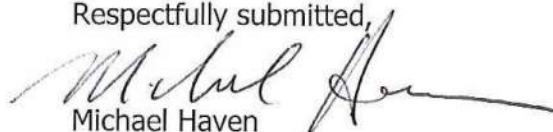
**C. The use will not substantially injure the value of adjoining or abutting property, unless the use is a public necessity.**

Verizon Wireless is sensitive to the placement of its facilities and selected the subject site in an effort to minimize the visual impact on the surrounding area. The proposed tower will be situated on a larger parcel of land and will be well screened with existing vegetation to minimize its visibility from neighboring parcels. The development of a wireless telecommunications facility on the site will enhance communications service in the area, for the benefit of the residents and/or businesses.

**D. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the approved Land Development Plan for the area in question.**

The proposed use will be in harmony with the scale, bulk, coverage, density and character of the area in which it is located. The proposed facility will not emit a continuous or frequent noise or glare. Furthermore, the site will be in compliance with the general plan for the development of Lincoln County as evidenced by its inclusions as a conditional use in this district and is consistent with other, similar existing sites in the County's jurisdiction. The tower will enhance the wireless infrastructure of the County resulting in better public safety and improved opportunities for economic development. Therefore, the proposed development will be in harmony in the area in which it is located.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Haven", with a long horizontal flourish extending to the right.

Michael Haven  
Manager, RE/Regulatory  
Cellco Partnership d/b/a  
Verizon Wireless



## **11. ENGINEERING FALL ZONE LETTER**



June 29, 2018

J. Nick Beim  
Construction Engineer  
Verizon Wireless  
3651 Junction Blvd, Raleigh, NC 27603

RE: Proposed 225' Self-Supporting Tower for Left Field, NC

Dear Mr. Beim,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 89 mph (115 mph Ultimate) with no ice and 30 mph + 0.75" ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the tower will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within one or more of the tower members in the upper portion. This would result in a buckling failure mode, where the loaded member would bend beyond its elastic limit (beyond the point where the member would return to its original shape upon removal of the wind load).

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. ***Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.*** In the unlikely event of total separation, this, in turn, would result in collapse within a radius equal to 100 feet.

Sincerely,

Robert E. Beacom, P.E., S.E.  
Engineering Supervisor

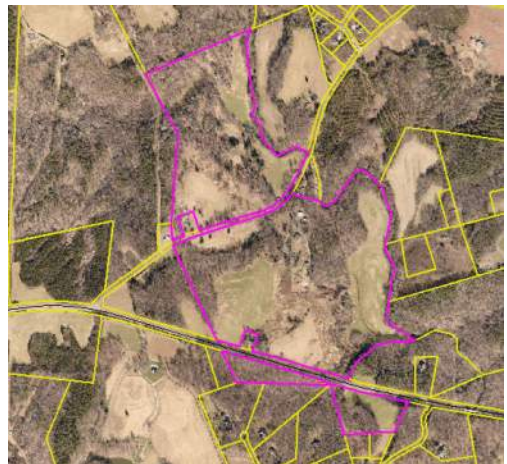


# *IMPACT STUDY*

*Impact Study - Cell Tower*  
*5598 NC Highway 73*  
*Iron Station, Lincoln County, NC*  
*28080*

*Type Report: Impact Study*

*Effective Date*  
*August 4, 2018*



August 20, 2018

Mr. Ralph Wyngarden  
Senior Zoning Specialist  
Faulk and Foster  
678 Front Avenue NW, Suite 215  
Grand Rapids, MI 49504

**RE: Impact Study for Proposed Telecommunications Facility located at 5598 NC Highway 73, Iron Station, Lincoln County, North Carolina.**

Dear Mr. Wyngarden:

I have inspected the above referenced property and have completed an impact study for the proposed improvements. The scope of work for the assignment is based on Sections 4.3.8 and 9.10.7 of the Lincoln County Unified Development Ordinance (UDO). The intended use of this report is to assist Lincoln County officials regarding the issuance of a special use permit (SUP).

The impact study is intended to conform to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. The impact study is not an appraisal as it does not report a value of any property; however, the study employs appraisal methodology to reach our conclusions of the impact of the proposed development.

The proposed development is a communication tower to be located on a property owned by Dale Shronce. The siting of the proposed tower is near the frontage along the north side of NC Highway 73. The site consists of 153.421 acres that is subdivided across NC 73 and Schronce Road. The NC 73 corridor has been the subject of significant growth spurred by infrastructure improvements and increasing population. The surrounding land uses, location and siting are contributing factors in the development of a conclusion regarding the potential impact of the tower.

The conclusions of this study are supported by the data and reasoning set forth in the attached narrative. Your attention is invited to the Assumptions and Limiting Conditions section of this report. The analysts certify that we have no present or contemplated future interest in the proposed development, and that our fee for this assignment is in no way contingent upon the conclusions of this study.

**EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS:**

It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. Further, it is an assumption of the study that the proposed access will be



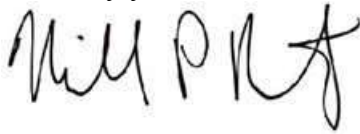
in accordance with all local and state regulations. Maintenance will occur through a non-exclusive right-of-way that we assume is a legal access.

The content and conclusions of this report are intended for our client and for the specified intended uses only. They are also subject to the assumptions and limiting conditions as well as the specific extraordinary assumption set forth in this report.

It is our opinion that the proposed development will not substantially injure the value of adjacent or abutting properties.

Thank you for the opportunity to be of service. If you have any questions or comments, please contact our office.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Michael P. Berkowitz", written in a cursive style.

**MICHAEL P. BERKOWITZ**  
**MPB REAL ESTATE, LLC**

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## SCOPE OF THE ASSIGNMENT

In accordance with our agreement with the client, this impact study is specific to the needs of our client as part of an application for a conditional use permit to be considered by Lincoln County Officials. Our study and the reporting of our study is in agreement with our client as follows:

The scope of the assignment includes research of existing towers in the neighborhood. The neighborhoods and their surrounding developments are researched to determine whether the proposed development, referred to as the “Left Field Site”, is consistent with the location of other towers in this section of Lincoln County and their impact, if any, on property values.

The impact study provides an analysis of the surrounding properties. The analysis includes existing improvements, zoning designations and likely development patterns. The existing uses as of the effective date of this report in concert with the market data provided are contributing factors to the conclusions of this study.

## PREMISES OF THE STUDY

### Identification of Subject

Left Field Site

5958 NC Highway 73  
Iron Station, Lincoln County, NC 28080  
Tax Parcel ID: 3682-96-8958

### Client, Purpose, and Intended Use and Intended Users

Mr. Ralph Wyngarden  
Senior Zoning Specialist  
Faulk and Foster  
678 Front Avenue NW, Suite 215  
Grand Rapids, MI 49504

The client and intended user is Mr. Ralph Wyngarden. The intended use is as an aid to assist Lincoln County officials in rendering a decision regarding the issuance of a conditional

use permit for the proposed development. The study is not intended for any other use or users.

**Analyst**

Michael P. Berkowitz

MPB Real Estate, LLC  
1100 Sundance Drive  
Concord, NC 28027

**Property Inspection**

Michael Berkowitz inspected the property and neighborhood surrounding the proposed development. Details of surrounding land uses and observations are provided throughout the report. I also performed off site visual inspections of several towers located in Lincoln County. I consider my observations in the context of the market data. They are a contributing factor to my conclusions. Photographs of the property were taken during Mr. Berkowitz's inspection.

**Extraordinary Assumptions of Report**

It is an extraordinary assumption of this report that the improvements as described within this report are compliant with the appropriate ordinance including but not necessarily limited to setbacks, landscaping, access and other items outside our field of expertise for this assignment. These items will be addressed as part of the application by others with expertise within the respective fields.

Should the extraordinary assumptions not exist, we reserve the right to amend this study.

**Effective Date of Study**

August 4, 2018

**Date of Report**

August 20, 2018

**Type Report**

Impact Study Report

**Study Development and Reporting Process**

In preparing this study, the analyst:

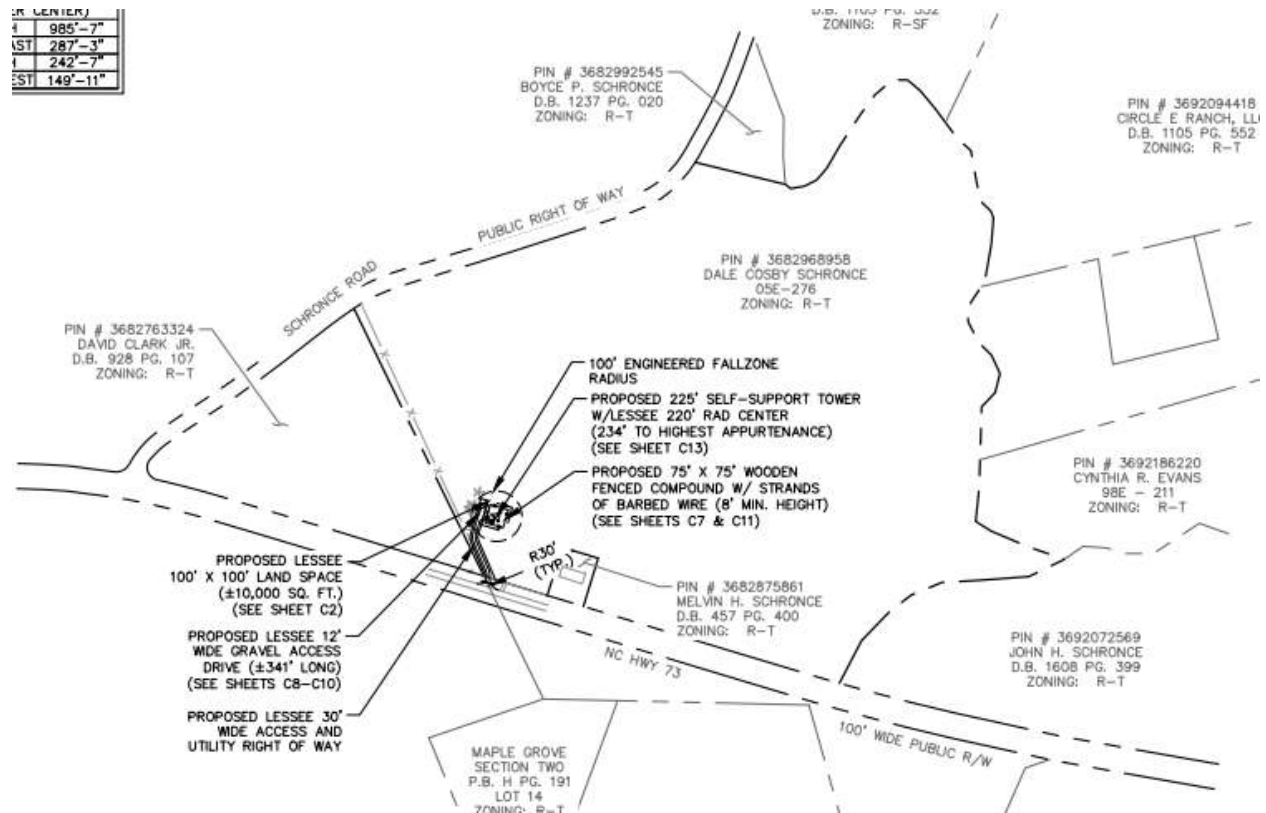
- Analyzes physical affects, if any, of the proposed construction on properties in the immediate area as well as the neighborhood;

- Reviews plans for the proposed development to determine whether it is in compliance with the Lincoln County Unified Development Ordinance (UDO) with respect to items within my field of expertise;
- Reviews site plan provided by our client with respect to the physical characteristics of the proposed development;
- Reviews Section 4.3.8 of the UDO regarding wireless telecommunication facilities and addresses items within my field of expertise;
- Researches market data around existing cell towers in Lincoln County to determine whether the proposed development is in accordance with the other similar developments in the area.

## **PROPOSED FACILITY**

### **Tower**

Based on information provided to the analyst, the proposed tower will consist of a 225-foot “lattice” communications tower. The survey appears to show that a gravel drive will be constructed near the western boundary. A portion of the existing fencing will be removed and replaced with a gate. The location of the site near existing above ground infrastructure and NC Highway 73 are significant factors in the analysis. The following is a site plan showing the proposed development noting that this survey only shows a portion of the parent parcel.

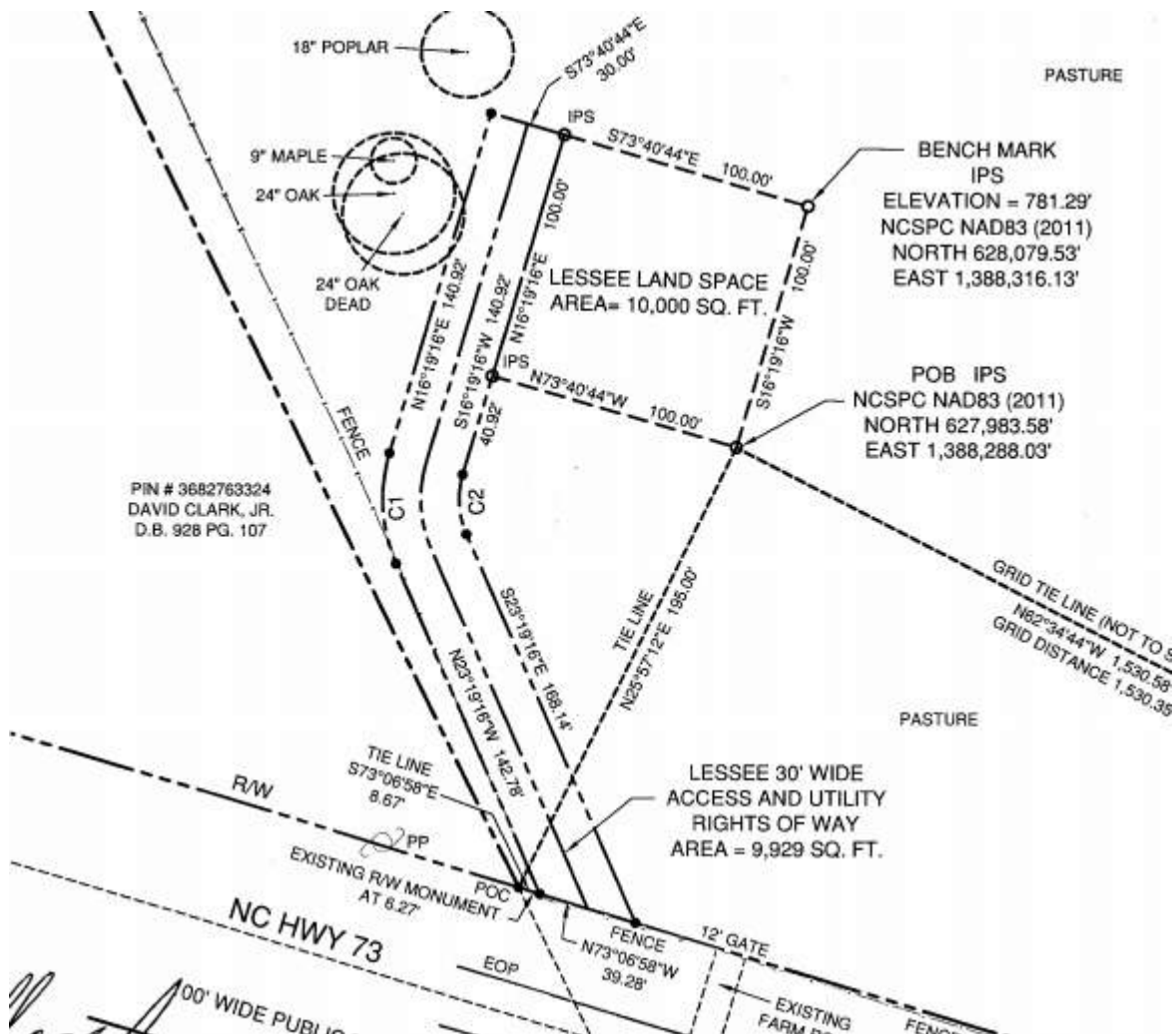


## Site Improvements

The site improvements include an eight-foot wooden fence with three strands of barbed wire. As we will detail throughout this report, the existing vegetation and topography will either be totally or partially obscured from adjacent or abutting properties.

## Access

The access to the proposed tower will remove a section of the existing fencing and install a gate. The siting of the tower is along the NC Highway 73 corridor. Towers along highways are common to provide service for travelers as well as the residences in the area. The following exhibit shows more detail regarding access to the facility.

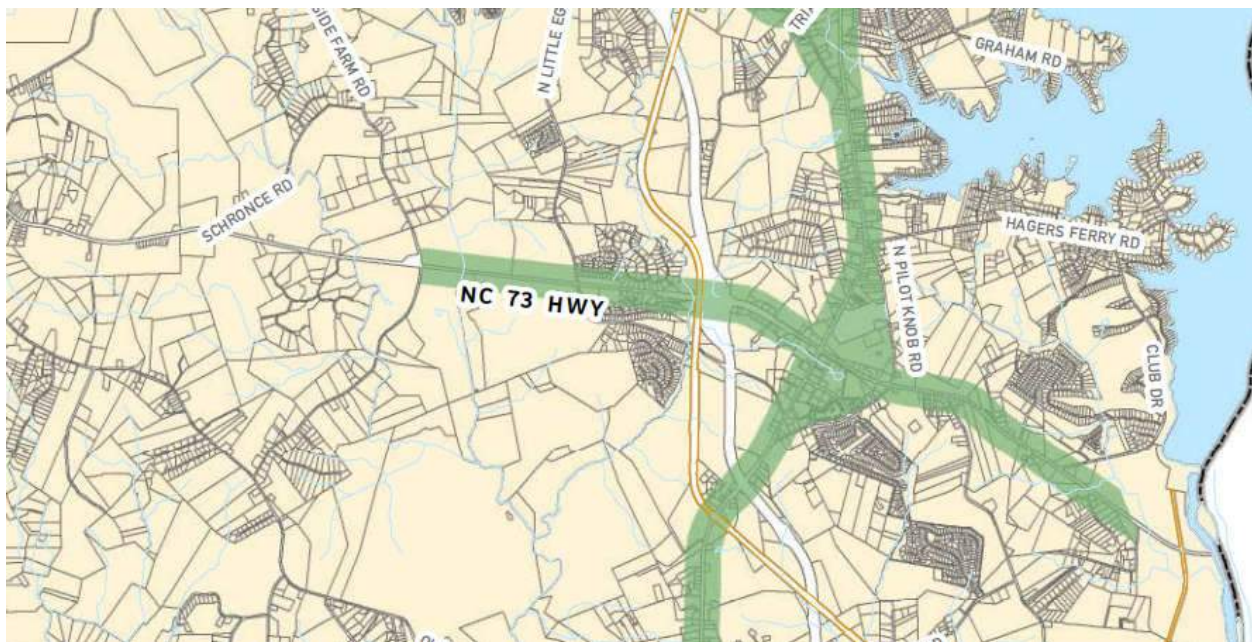


We assume that the access for the proposed development is in accordance with all local and state regulations. Given the consistency with access drives to other large tracts in the area, we consider the assumption reasonable.



## Location

The proposed tower is located just west of the Eastern Lincoln Development District. The primary transportation corridor for eastern Lincoln County is Highway 16. The second most influential corridor is NC Highway 73. As shown on the following exhibit, the ELDD extends to the intersection just east of the subject. Over the past several years, development along the 15 corridor has been significant. The increased transportation and utility linkage as well as access to municipal sanitary sewer service have contributed to the strong growth in the area. While the development in the immediate area of the subject has not reached the level in the ELDD, the development patterns are a factor in the development of my opinion regarding the proposed development.

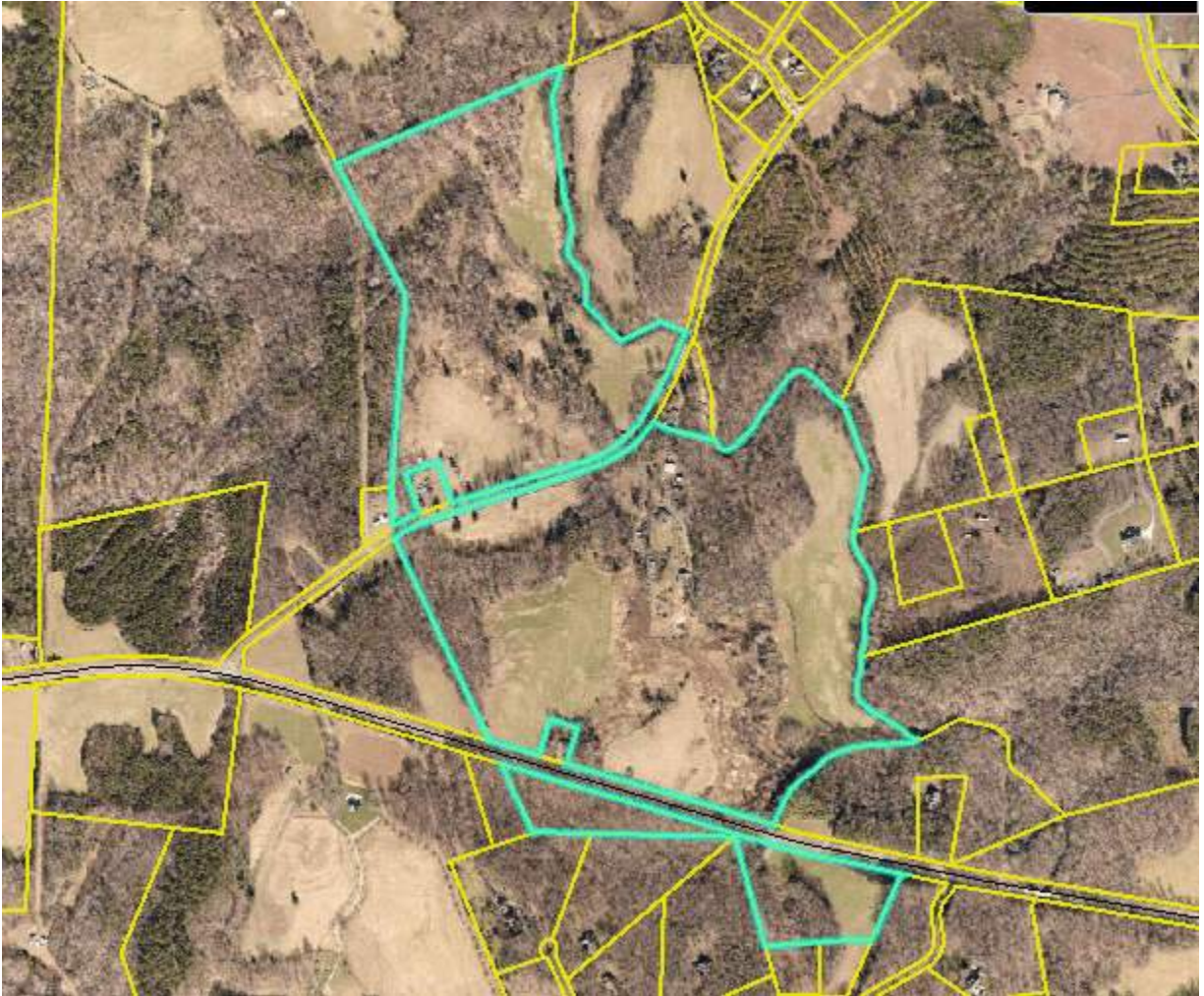


The subject has a zoning designation of R-T, Transitional Residential District. The following is a description of this designation from the Lincoln County UDO.

### 2. R-T | Transitional Residential

Established to accommodate a wide variety of residential oriented uses in portions of the County which to date have not experienced significant amounts of growth. Areas zoned R-T should be viewed as development "holding zones". In general, such areas do not have public water and sewer facilities.

The description of the R-T designation as a “holding zone” is reflective of the development patterns west of the ELDD. As shown on the following exhibit, the parent parcel for the proposed development is subdivided by public streets. The proposed rower will be located on the center section with frontage along Schronce road on the northern side and NC Highway 73 on the southern boundary.



The location of the subject and proximity to the ELDD are significant factors that would influence the highest and best use of the subject as well as the adjacent or abutting properties.



## SURROUNDING LAND USES

The site of the proposed development is large, subdivided by public streets and has an irregular shape. These physical characteristics results in a large number of adjacent or abutting properties. Based on my tour of the area, many of these properties will not have any visual impact because of the distance, topography and/or existing vegetation.

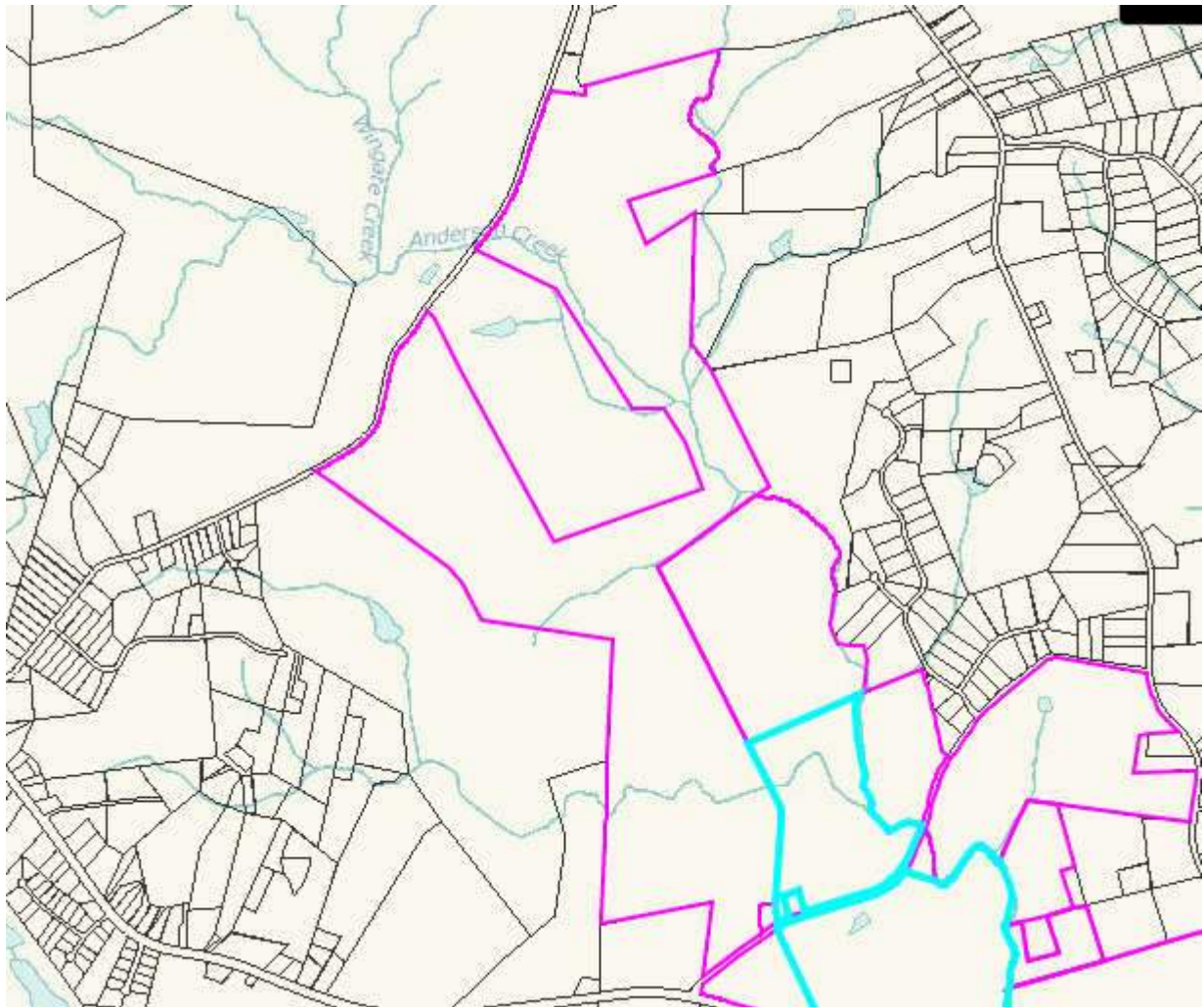
The following charts provide summaries of the adjacent/abutting properties followed by an aerial of the properties. The parent parcel is subdivided into three sections by public streets. The area north of Schronce Road, the area south of NC Highway 73 and the properties adjacent or abutting the portion of the site of the proposed development.

### North of Schronce Road

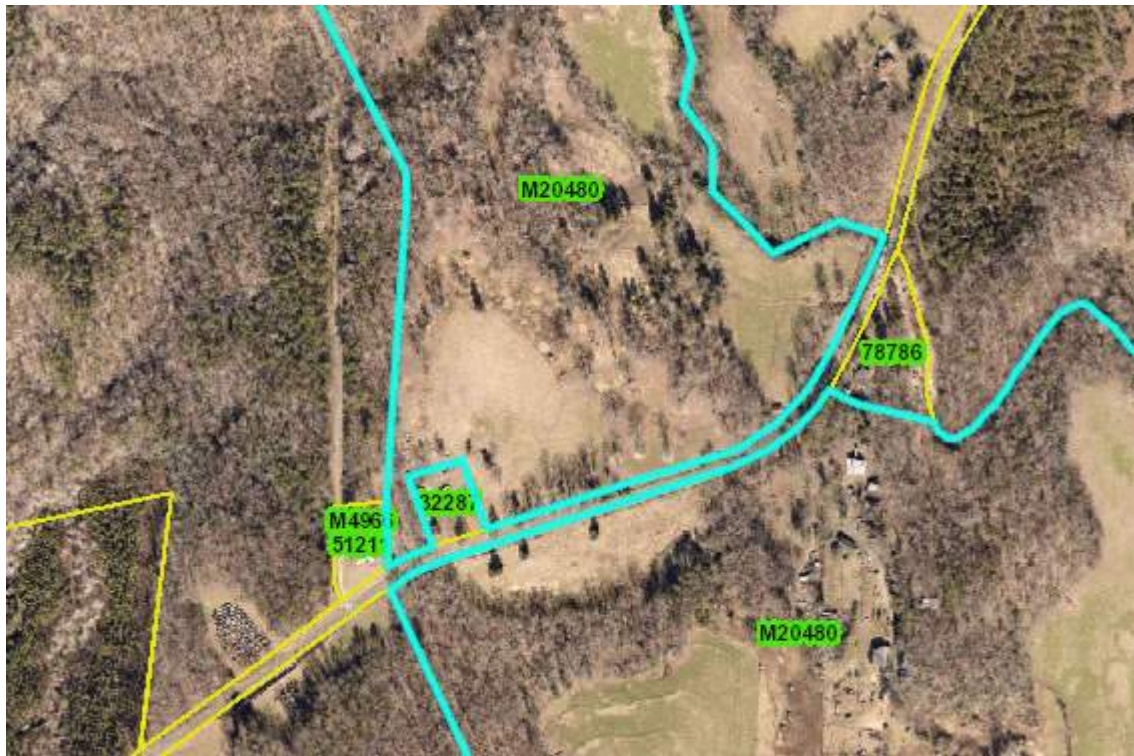
The following chart provides a listing of the properties adjacent or abutting, the portion of the parent parcel that is on the north side of Schronce Road.

PIN	Acres	Use	Owner	Address	Zoning
3683614177	383.609	SFD and Land	Allison Clarke	632 Beth Haven Church Rd	R-T
3682795084	1.06	MH and Lot	David Farrow	6545 Schronce Rd.	R-T
3682798172	1	SFD	Ben Scronce, et al	6569 Schronce Rd	R-T
3683725282	80.38	Vacant Land (Land Locked)	Gary Allen	Off Schronce Rd	R-T
3683809789	26.486	SFD and Land	Jerald Collins, Sr.	6797 Schronce Rd	R-T

The largest property has a physical address along Beth Haven Church Road. What appears to be cut out of this parcel is a smaller lot owned by David Farrow. This property is improved with a mobile home. The property highlighted in yellow appears to be under related ownership. The second largest parcel is located along the rear boundary and does not have access to aa public street. The last property on the chart is a larger parcel adjacent to Pinnacle Point subdivision. The dwelling on the property is nestled amongst the trees on the property.



**ADJACENT/ABUTTING PROPERTIES ALONG NORTH SIDE OF SCHRONCE ROAD**



**ADJACENT/ABUTTING PROPERTIES ALONG NORTH SIDE OF SCHRONCE ROAD**

The second group of properties is located adjacent or abutting to the portion of the parent parcel that lies on the south side of NC Highway 73.

PIN	Acres	Use	Owner	Address	Zoning
3682872429	2.31	Vacant Land	David Clark, Jr.	NC Hwy 73	R-T
3682863969	7.75	SFD	Eric & Susan Lorch	234 Wester Brewlands Rd	R-T
3692063777	3.91	Common Area	Maple Grove POA	NC Hwy 73	R-T
3682868928	7.79	SFD	Thomas Comstock & Laura Casoni	251 Wester Brewlands Rd	R-T
3682968610	1.606	Vacant Lot	Ashley Rhodes & Jessica Harris	5730 NC Hwy 73	R-T
3682963765	9.31	SFD	Edwin & Nancy Lewis	297 Wester Brewlands Rd	R-T
3692060652	1.413	Vacant Lot	Joshua & Jenna Howard	NC Hwy 73	R-T

Three of these properties are residential lots within the Maple Grove subdivision. The other three properties all have direct frontage along NC Highway 73. One of the properties is dedicated as common area for the subdivision. Use of land along major thoroughfares is common for residential developments as a buffer from the impact of major thoroughfares.





#### PROPERTIES ON SOUTH SIDE OF NC HWY 73

The following chart provides a listing of properties that are located adjacent or abutting the section of the parent parcel where the proposed tower will be constructed. The property highlighted in yellow appears under related ownership.

PIN	Acres	Use	Owner	Address	Zoning
3682992545	2.08	SFD	Boyce Schronce	6704 Schronce Rd	R-T
3692072569	14.276	Vacant Land	Daniel & John Schronce	NC Hwy 73	R-T
3692186220	51.887	MH and Land	Carlton & Cynthia Evans	261 Ingleside Farm Rd	R-T
3692088784	10.533	MH and Land	Heirs of Joyce Delorenzo et al	6790 Jane Hager Ln	R-T
3682875861	0.706	SFD	Heirs of Melvin Schronce	5639 NC Hwy 73	R-T
3692094418	17.073	Vacant Land	Circle E Ranch, LLC	Jane Hager Ln	R-T
3693007918	83.153	Vacant Land	Circle E Ranch, LLC	601 Ingleside Farm Rd	R-SF
3682785350	14.697	Vacant Land	Kenneth Tucker Trust et al	NC Hwy 73	R-T

Three of the properties have frontage along NC Highway 73, which is a consideration in the impact of the proposed development. Two of these properties have related ownership. Two of the parcels are under the same ownership and have access from Ingleside Farm Road, which represents the western boundary of the ELDD. The other two properties have access from Jane Hager Lane, which appears to be a private road extending from Ingleside Farm Road.

**ADJACENT/ABUTTING PROPERTIES CENTRAL SECTION**

As we will discuss in the following section, the scope of the assignment is to determine whether the proposed development is in accordance with the Lincoln County UDO regarding the issuance of a conditional use permit and the development of wireless communications support structures. The items within our field of expertise are detailed in the following section.

## **LINCOLN COUNTY UDO**

As part of the assignment, I reviewed Chapter 9.11.8 regarding the required findings of fact for a conditional use permit. The following was extracted from the Lincoln County UDO.



**§9.11.8. Findings of Fact Required**

No conditional use permit shall be approved unless the following findings are made concerning the application:

- A. The use will not materially endanger the public health or safety if located where proposed and developed according to plan;
- B. The use meets all required conditions and specifications;
- C. The use will not substantially injure the value of adjoining or abutting property unless the use is a public necessity;
- D. The location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and will be in general conformity with the approved Land Development Plan for the area in question; and
- E. For SNIA's approved pursuant to §7.3.4.B, §7.3.4.C, and §7.3.4.E, the proposed development shall be found to substantially increase the ad valorem tax base of the County or otherwise significantly promote or expand economic development and/or job opportunities available to Lincoln County residents, or to serve a community purpose such as a place of worship, school, or other community facility.

The focus of this report is to address item C regarding potential impact on property values. We consider it pertinent that cellular service does serve a community function. This is pertinent to the proximity of East Lincoln High School, which is the location of significant use of wireless services as with most schools, churches and other places of gathering.

**Section 4.3.8**

This section of the UDO addresses the development of Wireless Telecommunication Facilities. Some of these items are addressed by others. In the following section, we reiterate those items that are relevant to the potential impact on property values as identified in 9.11.8 of the UDO.

**Item A**

The proposed tower will be placed in a location and a manner which will minimize the visual impact on the surrounding area. As we will discuss later in the report, the developments in the area include a high level of above ground infrastructure including lighted towers. The existing vegetation in combination with the topography of the area will minimize

the visual impact of the proposed tower on the surrounding area.

**Item L**

The existing and proposed vegetative buffers will screen the base of the proposed tower. This reduces the visual impact of the tower on adjacent/abutting properties.

**Summary**

The items within our field of expertise focus on the aesthetic impact of the proposed development on values of adjacent/abutting properties. As we will detail in the following sections of the report, the location along the NC Highway 73 corridor, existing infrastructure and vegetation as well as anticipated growth patterns are all factors that contribute to our conclusions regarding the potential impact of value for adjacent/abutting properties.

## **MARKET RESEARCH**

Research of towers in the area is derived from Antennasearch.com. The tower locator showed 20 towers within a four-mile radius of the proposed site including the proposed tower. Only four of these towers were in excess of 200 feet. We did not include the smaller towers as they do not require lighting and have a lower visual impact than the proposed tower. The following is a summary of the research of the four towers found in the immediate area.

**Lincoln County Towers**

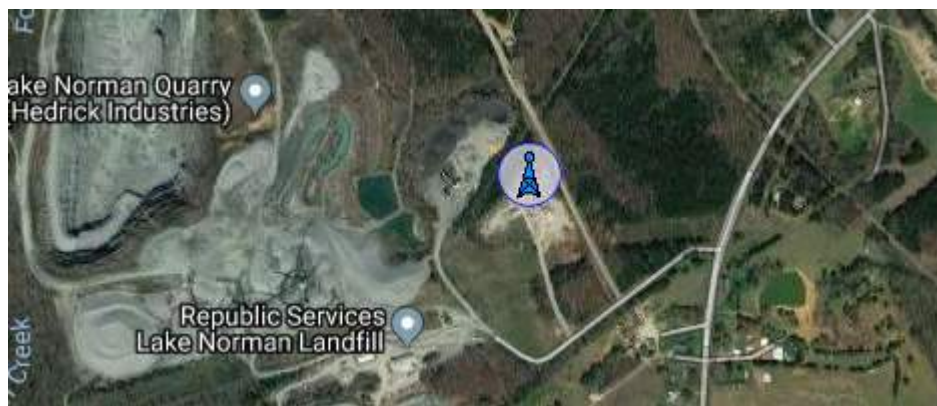
During our research, we visited several towers in Lincoln County. The comparability of towers to the proposed development is a significant factor in developing a credible conclusion of the study. Towers are selected for a variety of reasons including but not necessarily limited to:

- *Location* – The proposed location is along one of the significant transportation corridors.
- *Surrounding Developments* – The surrounding developments this section of the Highway 73 corridor

are primarily agricultural and residential with some commercial properties.

- *Construction Type/Height* – The proposed tower is a lattice structure that requires lighting. The visual impact of this tower is higher than many other tower types.

The following towers are comparable to the proposed tower in that all of the towers have lighting, which is a requirement for towers in excess of 200 feet.



The first tower found is a lattice style tower comparable to the subject. The height of the structure is 275 feet. The address of this tower is 6971 Quarry Lane, Denver, NC. As shown on the preceding aerial, this tower is located adjacent to a landfill. The juxtaposition of the landfill would skew any potential analysis of the data from the adjacent or abutting properties. Therefore, this is not a reliable indicator of the influence of the proposed tower.

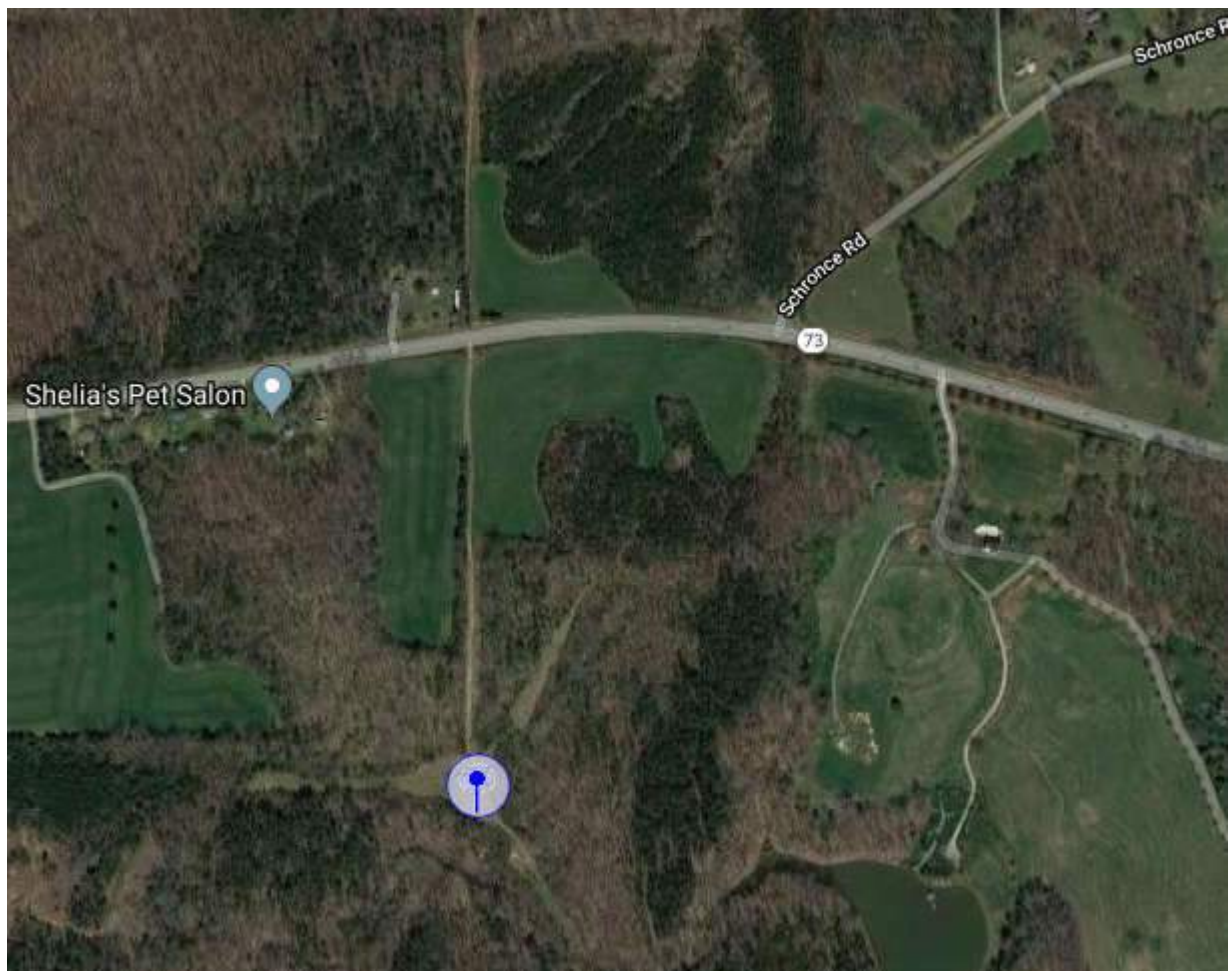


The second tower is located adjacent to the NC Highway 16 corridor. The address for this tower is 1765 Triangle Circle in Denver. While most of the adjacent/abutting properties have a commercial application, the vacant site to the west sold recently as part of planned residential development. The sales price for this site was \$1,116,000 for 19.236 acres. The fact that a planned residential development in such proximity to a tower has moved forward with the acquisition of the land is reflective of the impact on surrounding land values.





The third tower found is located at 3446 Sadler Road in Stanley, NC. This sale is located in a more rural area of Lincoln County. The data for adjacent/abutting properties provided no insight on whether the tower had any impact on value.



As shown on the previous aerial, this tower is located near the subject. This is the tallest tower in the area. This is a guyed

tower that according to antennaerch.com has a height of 1,082 feet. The tower is lit and is visible from a significant distance. This tower is visible from all of the adjacent/abutting properties for the proposed tower. The presence of this tower and its significantly higher visual impact on the neighborhood are significant factors in the analysis.

## **Conclusions**

There are few towers in the area that exceed 200 feet in height. We expanded our research, but could not find large towers without comparable surrounding developments. The most significant item from the research and tour of the neighborhood is the visual impact of the large tower across the street from the proposed development.

## **Subject Neighborhood**

In addition to the market activity for existing towers, we also consider the surrounding developments for the subject. The question posed for this study is “would the development of the telecommunications support structure warrant a downward adjustment to adjacent properties?”

When considering an adjustment in an appraisal, the appraiser must consider all factors that could contribute to an adjustment. The aesthetics and location of the proposed development as well as the existing developments are a factor in developing our opinion. The factors considered in developing our opinion include but are not necessarily limited to:

- The market has not shown a detrimental impact on development patterns in areas with visual influence from a tower as shown by the price paid for land for residential development adjacent to a larger tower.
- The existing tower that is over four times taller than the proposed tower poses a significantly higher level of visual impact on the adjacent/abutting properties than the proposed development.

- The proposed development is located in a heavily wooded area that will screen a significant portion of the tower in all directions.
- The electrical infrastructure in the area is significant and poses an additional visual influence on the area.
- The proximity of the proposed development to NC Highway 73 is another factor in the analysis. Residential developments in the area provide buffers between the highway and single family developments through larger lot sizes and/or dedicated common areas.

All of these factors would contribute to the aesthetic appeal and a hypothetical valuation of adjacent/abutting properties. Properties with frontage along NC Highway 73 would likely consider the potential for future commercial development. The multitude of factors would indicate that multicollinearity for aesthetics exists for adjacent/abutting properties. Multicollinearity arises when multiple items correlate with each other. The multiple factors can cause a distortion of the impact of any of the factors individually without consideration for all of the factors that contribute to the common issue.

In the case of the proposed development, all of the properties include significant tree cover between the proposed tower and their respective improvements. These factors contribute to our conclusion that the proposed developed is in harmony with development patterns near the subject. To attribute any adjustment to the proposed development would be misleading and not result in a credible adjustment. In other words, the addition of a tower along a well-traveled road with numerous other influences including a tower over four times larger is not reasonable.

## Conclusions

Therefore, it is our opinion that the proposed development if developed according to the plans provided will not



substantially injure the value of adjacent/abutting properties. Further, the existence of the tower and other infrastructure along the NC Highway corridor indicates that the proposed development is in harmony with the area.

A handwritten signature in black ink, appearing to read "Michael P. Berkowitz". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Berkowitz".

**Michael P. Berkowitz**

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## **ADDENDA**

## **Certifications**

**CERTIFICATION OF THE ANALYST**

I, Michael P. Berkowitz, certify that, to the best of my knowledge and belief,

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this study.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. I have made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the person(s) signing this certification other than those individuals having signed the attached report.



A handwritten signature in black ink, appearing to read "Michael P. Berkowitz", is written over a horizontal line.

Michael P. Berkowitz

(NC State Certified General Real Estate Appraiser #A6169)  
(SC State Certified General Real Estate Appraiser #CG6277)

August 20, 2018

Date

(Rev: 06/18/12)

## **ASSUMPTIONS AND LIMITING CONDITIONS**

## ASSUMPTIONS AND LIMITING CONDITIONS

### Limit of Liability

The liability of MPB REAL ESTATE, LLC and employees is limited to the client only **and to the fee actually received by our firm**. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. Further, client will forever indemnify and hold MPB REAL ESTATE, LLC, its officers, and employees harmless from any claims by third parties related in any way to the appraisal or study which is the subject of the report. Third parties shall include limited partners of client if client is a partnership and stockholders of client if client is a corporation, and all lenders, tenants, past owners, successors, assigns, transferees, and spouses of client. MPB REAL ESTATE, LLC will not be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property, physically, financially, and/or legally.

### Copies, Distribution, Use of Report

Possession of this report or any copy of this report does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report remains the property of MPB REAL ESTATE, LLC for the use of the client, the fee being for the analytical services only.

The bylaws and regulations of the Appraisal Institute require each member and candidate to control the use and distribution of each report signed by such member or candidate; except, however, the client may distribute copies of this report in its entirety to such third parties as he may select; however, selected portions of this report shall not be given to third parties without the prior written consent of the signatories of this report. Neither all nor any part of this report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of MPB REAL ESTATE, LLC.

### Confidentiality

This report is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by MPB REAL ESTATE, LLC whose signatures appear on the report. No change of any item in the report shall be made by anyone other than MPB REAL ESTATE, LLC. MPB REAL ESTATE, LLC shall have no responsibility if any such unauthorized change is made.

MPB REAL ESTATE, LLC may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee as specified in writing except as may be required by the Appraisal Institute as they may request in confidence for ethics enforcement, or by a court of law or body with the power of subpoena.

### Trade Secrets

This report was obtained from MPB REAL ESTATE, LLC and consists of "trade secrets and commercial or financial information" which is privileged and confidential and exempted from disclosure under 5 U.S.C. 552 (b) (4) of the Uniform Commercial Code. MPB REAL ESTATE, LLC shall be notified of any request to reproduce this report in whole or in part.

**Information Used**

No responsibility is assumed for accuracy of information furnished by or work of others, the client, his designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information. It is suggested that the client consider independent verification as a prerequisite to any transaction involving sale, lease, or other significant commitment of funds for the subject property.

**Financial Information**

Our value opinion(s) have been based on unaudited financials, and other data provided to us by management and/or owners. If these reports are found to be inaccurate, we reserve the right to revise our value opinion(s). It is noted we are depending on these accounting statements as being accurate and our interpretation of these statements as being accurate as well. If these assumptions later prove to be false, we reserve the right to amend our opinions of value.

**Testimony, Consultation, Completion of Contract for Report Services**

The contract for report, consultation, or analytical service is fulfilled and the total fee payable upon completion of the report, unless otherwise specified. MPB REAL ESTATE, LLC or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the report, in full or in part, nor engage in post report consultation with client or third parties except under separate and special arrangement and at an additional fee. If testimony or deposition is required because of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

**Exhibits**

The illustrations and maps in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Various photographs, if any, are included for the same purpose as of the date of the photographs. Site plans are not surveys unless so designated.

**Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil**

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and marketable. The property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by MPB REAL ESTATE, LLC.

MPB REAL ESTATE, LLC has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil, or hidden structural, mechanical or other components, and MPB REAL ESTATE, LLC shall not be responsible for defects in the property which may be related.

The report is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil or structures or toxic materials which would render it more or less valuable. No



responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilation, electrical, and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. We are not experts in this area, and it is recommended, if appropriate, the client obtain an inspection of this equipment by a qualified professional.

If MPB REAL ESTATE, LLC has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.

MPB REAL ESTATE, LLC assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for The Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.

**Legality of Use**

The report is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building and use regulations, and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or may be obtained or renewed for any use considered in the value estimate.

**Component Values**

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other report and are invalid if so used.

**Auxiliary and Related Studies**

No environmental or impact studies, special market study or analysis, highest and best use analysis, study or feasibility study has been required or made unless otherwise specified in an agreement for services or in the report.

**Dollar Values, Purchasing Power**

The market value estimated and the costs used are as of the date of the estimate of value, unless otherwise indicated. All dollar amounts are based on the purchasing power and price of the dollar as of the date of the value estimate.

**Inclusions**

Furnishings and equipment or personal property or business operations, except as specifically indicated and typically considered as a part of real estate, have been disregarded with only the real estate being considered in the value estimate, unless otherwise stated. In some property types, business and real estate interests and values are combined.

**Proposed Improvements, Conditional Value**

Improvements proposed, if any, onsite or offsite, as well as any repairs required, are considered for purposes of this report to be completed in a timely, good and workmanlike manner, according to information submitted and/or considered by MPB REAL ESTATE, LLC. In cases of proposed construction, the report is subject to change upon inspection of property after construction is completed.

**Value Change, Dynamic Market, Influences, Alteration of Estimate**

The estimated value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace.

In cases of reports involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and MPB REAL ESTATE, LLC' interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value; thus, they are subject to change as the market and value is naturally dynamic.

The “estimate of market value” in the report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

**Report and Value Estimate**

Report and value estimate are subject to change if physical or legal entity or financing differ from that envisioned in this report.

**Management of the Property**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management.

**Hazardous Materials**

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation, asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did MPB REAL ESTATE, LLC become aware of such during their inspection. MPB REAL ESTATE, LLC had no knowledge of the existence of such materials on or in the property unless otherwise stated. MPB REAL ESTATE, LLC, however, is not qualified to test such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimate is predicated on the assumption that there is no such condition on or in the property or in the proximity that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

**Soil and Subsoil Conditions**

Unless otherwise stated in this report, MPB REAL ESTATE, LLC does not warrant the soil or subsoil conditions for toxic or hazardous waste materials. Where any suspected materials might

be present, we have indicated in the report; however, MPB REAL ESTATE, LLC are not experts in this field and recommend appropriate engineering studies to monitor the presence or absence of these materials.

**Americans with Disabilities Act (ADA)**

“MPB REAL ESTATE, LLC has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the Americans with Disabilities Act (ADA), which became effective January 26, 1992. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since MPB REAL ESTATE, LLC has no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.”

### **Qualifications of the Analyst**

**QUALIFICATIONS OF THE ANALYST*****Michael P. Berkowitz***

**MPB Real Estate, LLC**  
**1430 South Mint Street, Suite 102**  
**Charlotte, North Carolina 28203**  
**(704) 334-4686**  
**FAX (704) 334-2759**

**EDUCATION AND CREDENTIALS**

- **Duke University**  
Major: Economics 1985-1989
- **Central Piedmont Community College**
  - R-1 - Introduction to Real Estate Appraisal, 2002
  - R-2 - Valuation Principles and Procedures, 2002
  - R-3 - Applied Residential Property Valuation, 2002
  - G-1 - Introduction to Income Property Appraisal, 2003
- **Bob Ipock and Associates**
  - G-2 - Advanced Income Capitalization Procedures, 2003
  - G-3 - Applied Property Income Valuation 2004
- **Appraisal Institute**
  - 520 Highest and Best Use and Market Analysis, 2004
  - Seminar Rates, Multipliers and Ratios 2005
  - 530 Advanced Sales Comparison and Cost Approaches 2006
  - Seminar Apartment Appraisal, Concepts & Applications 2009
  - Seminar Appraising Distresses Commercial Real Estate 2009
  - Seminar Appraising Convenience Stores 2011
  - Seminar Analyzing Operating Expenses 2011

**AFFILIATIONS AND ACTIVITIES**

- **Association Memberships**  
North Carolina State Certified General Real Estate Appraiser, October 2006, Certificate No. A6169

**RELATED EXPERIENCE**

- Provided real estate consulting services for a variety of clients including real estate brokers, property owners and financial planners
- Performed financial feasibility studies for multiple property types including golf communities, and renovation projects.
- Developed plan for self-contained communities.
- Race Track expertise

## **APPRAISAL EXPERIENCE**

A partial list of types of properties appraised include:  
Retail Properties, Single and Multi-Tenant, Proposed and Existing  
Office Single and Multi-Tenant Proposed and Existing  
Mixed-Use Properties, Proposed and Existing  
Industrial Properties, Warehouse, Flex and Manufacturing  
Vacant Land  
Condemnation  
C-Stores  
Race Tracks

## **CLIENTELE**

Bank of America  
Transylvania County  
Cabarrus County  
Mecklenburg County  
City of Statesville  
NC Department of Transportation  
Henry County, GA  
Town of Loudon, NH  
First Citizens Bank  
RBC Centura Bank  
City of Charlotte  
City of Concord  
Union County  
BB & T  
Aegon USA Realty Advisors  
Sun Trust Bank  
First Charter Bank  
Regions Bank  
Charlotte Housing Authority  
Alliance Bank and Trust  
Duke Energy Corporation  
Jim R. Funderburk, PLLC  
Hamilton, Fay, Moon, Stephens, Steele & Martin  
Senator Marshall A. Rauch  
Perry, Bundy, Plyler & Long, LLP  
Robinson, Bradshaw & Hinson  
CSX Real Property  
Baucom, Clayton, Burton, Morgan & Wood, PA  
City of Mount Holly  
Our Towns Habitat for Humanity  
Parker, Poe, Adams & Bernstein, LLP  
Central Carolina Bank  
Southern Community Bank and Trust