Caldwell County
North Carolina
Board of Commissioners Meeting

August 12, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

Call to Order ***Chairman Randy T. Church***

Public Comment Period

Invocation ***Rev. Floyd Boston, Central Advent Christian Church***

Pledge of Allegiance ***Commissioner, Donnie Potter***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Presentation *Dustin Burleson*	VAYA Health Updates
2.	Presentation *Shane Prisby*	Foothills Conservancy Grant Assistance Request
3.	Items for Decision *Micah Kelly*	Call for Public Hearing for Naming of an Unnamed Road- Wing N Biddy Way
4.	Resolution *Donald Duncan*	Recognizing the Retirement of Sheriff Alan C. Jones
5.	Resolution *Donald Duncan*	Disposal of County Owned Property by Private Sale
6.	Items for Decision *Donald Duncan*	Acceptance of Nominated Sheriff's Surety Bond
7.	Public Hearing *Shelley Stevens*	Quasi-Judicial Hearing SUP 2024-2 Cell Tower - 4548 Grace Chapel Rd
8.	Public Hearing *Shelley Stevens*	RZ 2024-2 R-20 to GB - 2125 Wilkesboro Blvd
9.	Public Hearing *Shelley Stevens*	RZ 2024-3 RA-20 to GB - Connelly Springs Rd
10.	Resolution *Richard Gilliland*	Amendment to 2024-2025 Schedule of Fees for Animal Care Enforcement
11.	Items for Decision	Capital Project Ordinance for Courthouse

	Donald Duncan	
12.	Items for Decision *Donald Duncan*	Capital Project Ordinance for Communications Center
13.	Resolution *Donald Duncan*	Approval of Capital Outlay Loan
Consent		
14.	Items for Decision	doTerra Grant
15.	Budget Revisions	Upgrading Ambulance Remount to New Unit
16.	Budget Revisions	Health Department- Agreement Addendas for Communicable Disease Pandemic Recovery
17.	Budget Revisions	Health Department- Agreement Addenda for Public Health
18.	Budget Revisions	Health Department- Upstream Grant Funding
19.	Budget Revisions	Health Department- COVID-19 Funds
20.	Items for Decision	Gamewell Fire Tax Exemption Application
21.	Items for Decision	SUP 2024-1 Findings of Fact
22.	Budget Revisions	Wilson Creek Legal Fees
23.	Budget Revisions	Purchase Order Rollover from Fiscal Year 23-24
24.	Items for Decision	Amendment to Council on Aging Bylaws
25.	Items for Decision	Building Reuse Grant Application for Project Cola
26.	Items for Decision	Reappointment of JCPC Members
27.	Items for Decision	Reappointment of Members to the Voluntary Agricultural District
28.	Items for Decision	Reappointment of Cyndi Akins to Regional Aging Advisory Committee
29.	Items for Decision	Approval of Employee Agreement for Tax Administrator
30.	Items for Decision	Evergreene Authorizing Resolution & Budget Ordinance

31.	Resolution	Surplus Property- Service Weapon for Adam Minor
32.	Resolution	Surplus Property- Service Weapon for Alan Jones
33.	Items for Decision	Approval of Minutes from July 10, 2024, Meeting

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	Dustin Burleson

AGENDA ITEM # 1

VAYA Health Updates

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell BOC VAYA Presentation Summer 2024



Caldwell County Board of Commissioners

Dustin Burleson

Community Relations Regional Director

What is a Tailored Plan?

North Carolina must move NC Medicaid to managed care.
The launch of Standard Plans was the first step. Tailored Plans began July 1, 2024.
Tailored Plans cover the same services that you get from NC Medicaid Direct.



Tailored Plans are designed to put you first

That means looking at you as a whole person, all of you!



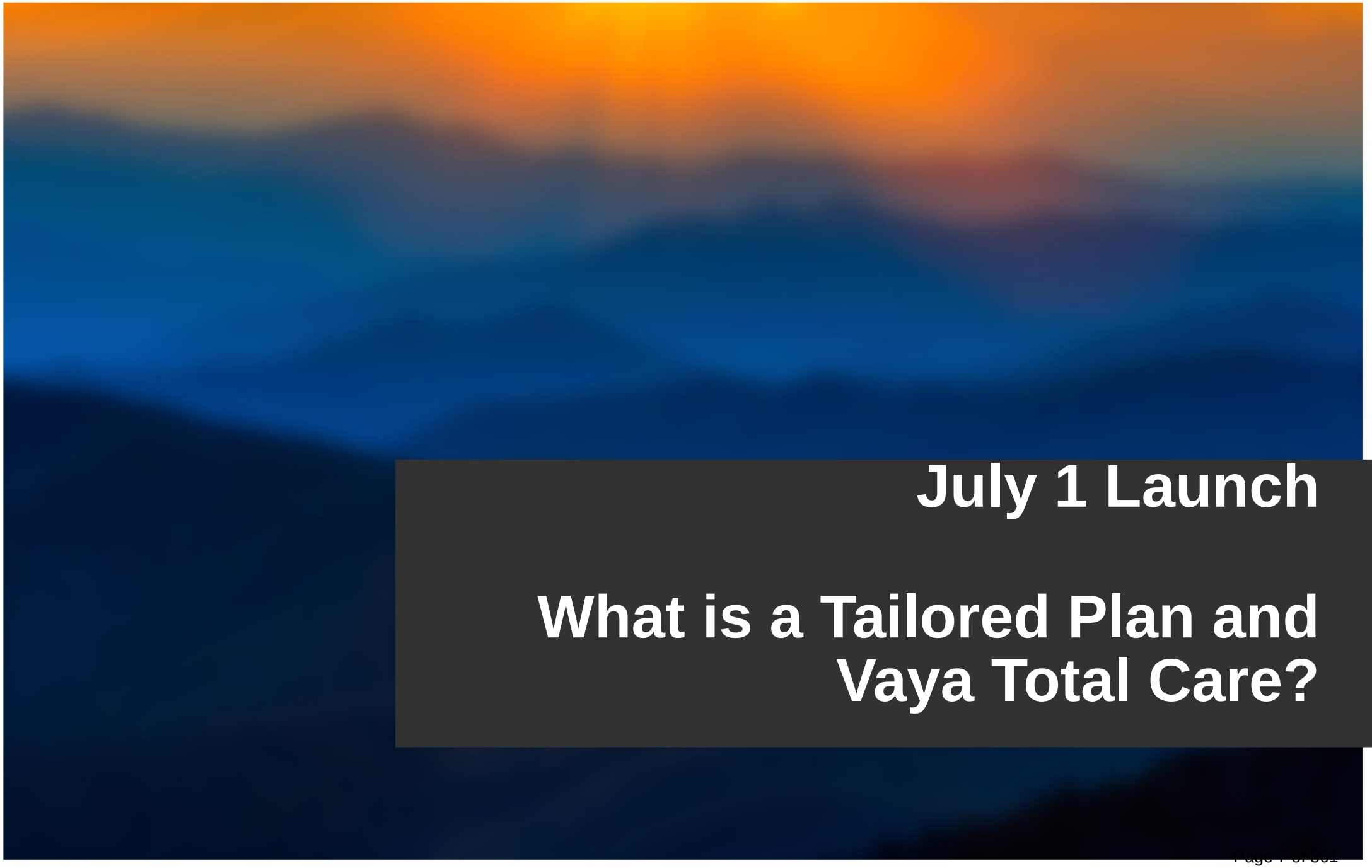
All your health needs met in one plan

With a Tailored Plan, your physical, mental, severe substance use, intellectual/developmental disability or traumatic brain injury needs are not separate.



Support from Tailored Care Managers

Tailored Care Managers help you get the medical or specialized care you need. They can help schedule your medical appointments, arrange transportation, and more.



July 1 Launch

What is a Tailored Plan and Vaya Total Care?

What is a Tailored Plan?

Tailored Plans are a new kind of NC Medicaid Managed Care health plan. They cover mental health, severe substance use, I/DD, TBI and prescriptions in one plan.

If NC Members had Medicaid Direct services for these needs,
NC Medicaid plan may be moved to a Tailored Plan. The name is changing, but the services are not.



Serious Mental Illness (SMI)



Severe Substance Use Disorders (SUD)

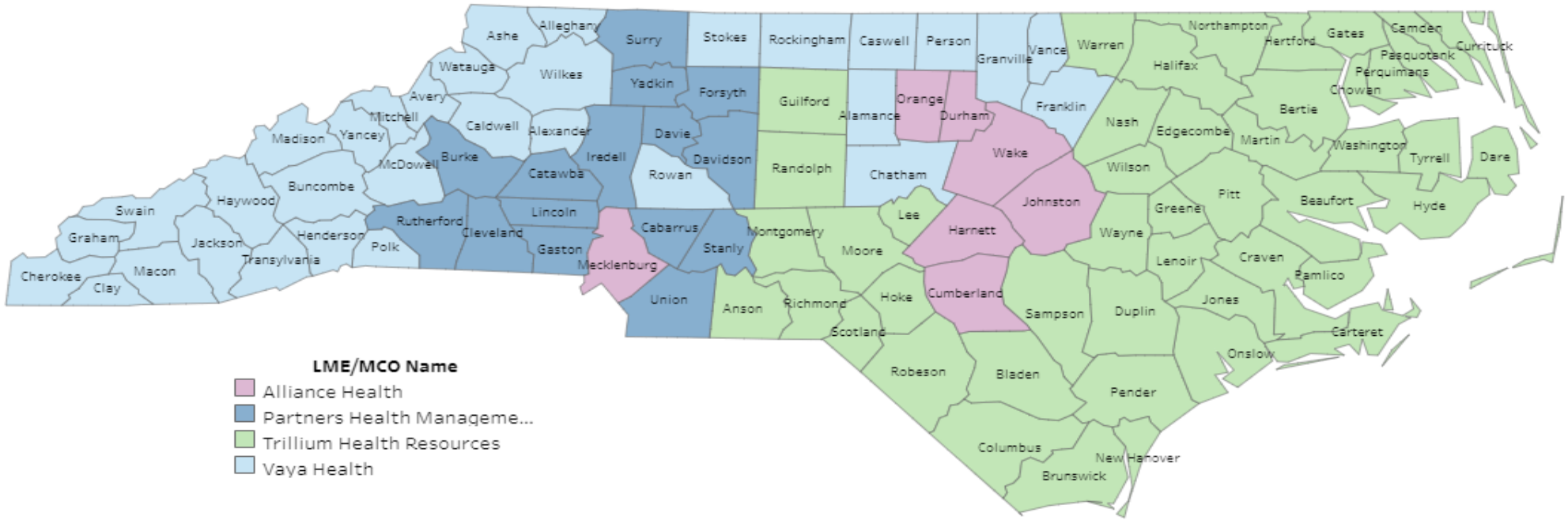


Intellectual/ Developmental Disabilities (I/DD)



Traumatic Brain Injuries (TBI)

Who Manages Tailored Plans?



This map shows LME/MCO configuration effective 2/1/24.

Tailored Plan Management

How do people know which Tailored Plan they are in?

A letter was mailed in mid-April. It informed Members which Tailored Plan they are in. The Plan is assigned based on the county where one gets their Medicaid benefits.

There is only one Tailored Plan per County.

The assigned Tailored Plan is based on the county that manages the Medicaid benefits for the Member. You cannot choose a different Tailored Plan.

What's new?

Providers must be in-network

Providers (doctors and specialists) must be in the Tailored Plan's network (also called "in-network") to be covered.

Members must choose a new PCP if not in-network

If Member's don't choose a PCP that's in Tailored Plan's network, one will be assigned. You can change it until January 31, 2025.

More covered services

If Member to move from a Standard Plan (Healthy Blue, AmeriHealth Caritas, Carolina Complete, UnitedHealthcare or WellCare), they will get more services covered than they do now.

What's staying the same?

Each plan covers the same services as before

This includes I/DD, TBI, mental health, severe substance use, and care management services.

Waitlist members keep their spots

Innovations and TBI Waiver members keep their slots. People who are waitlisted keep their spots, too.

Same Tailored Care Manager as the one you have now

Members have access to a Tailored Care Manager, who can help get the health services a Member needs. If they have one now, they won't change.

Services offered **by Tailored** Plans

If a Member opts out of Tailored Plans, these services are not paid for by other NC Medicaid Managed Care health plans.

Here are some examples:

- Child and adolescent day treatment services
- Intensive in-home services
- Multi-systemic therapy services
- Psychosocial rehabilitation
- Residential treatment facility services
- Community living and supports (specific to I/DD & TBI)
- Supported employment (available to I/DD, TBI, and behavioral health)
- Respite (specific to I/DD, TBI, serious emotional disturbance and severe SUD)
- State-funded behavioral health, I/DD, and TBI services

Vaya Total Care: What's New for Members?

- New Vaya Total Care ID card with PCP listed on card
- How Members can get information:
  - Behavioral Health Crisis line
  - Member & Recipient Services line
  - Pharmacy line
  - Nurse line
  - How to schedule non-emergency Medicaid transportation
- Information in Handbook and Welcome Packet on additional supports

Vaya Total Care: Supports for Members

- Vaya Total Care Perks for Plan Members- VTC Perks are designed to support Members with a variety of health and wellbeing outside of services they receive. Perks for eligible Members may include:
  - Wellness Perks: Home delivered meals for Members being discharged from qualifying hospital care, Voucher for WW (Weight Watchers) mobile app subscriptions and gift cards for Covid-19 and flu vaccines.
  - Pregnancy Perks: Breast pumps and lactation support.
  - GED Perks: Education vouchers to offer guidance, tutoring, practice tests, test passage guarantee, online community support and ability to earn college credits.

Vaya Total Care: Supports for Members

- Safety Perks: Discount vouchers on home safety and assistance equipment not covered by Medicaid.
- Non-Medical Transportation Perks: Up to 24 trips per year from Modivcare for going to grocery stores/markets, libraries, parks, community activities, business offices and other places to support Member.

- Non-Emergency Medicaid Transportation(NEMT) for Physical and Behavioral Health appointments- VTC will be responsible for Member transportation which can be scheduled by a Care Manager, Provider and/or Member. Scheduling can be done through mobile app, call in number, or on-line scheduler. Transportation vendor is Modivcare.

Vaya Total Care: Supports from Tailored Care Managers

- Arrange your medical appointments
- Find medicine and medical supplies
- Provide support with chronic health issues
- Locate childcare, after school care
- Find housing options and financial help
- Help you join prevention programs
- Find resources for home maintenance and repairs
- Support transitions out of hospital or nursing facilities
- Arrange transportation

Healthy Opportunities Pilot

The federal government authorized up to $650 million for five years in state and federal Medicaid funding to test evidence-based, non-medical interventions designed to improve health outcomes and reduce health care costs for a subset of Medicaid enrollees. Who is Eligible for the HOP?

- Be enrolled in a Vaya Total Care Health Medicaid Health Plan.
- Have at least one qualifying physical or behavioral health condition and one qualifying social risk factor.
- Live in one of the following counties: Avery, Buncombe, Cherokee, Clay, Graham, Haywood, Henderson, Jackson, Macon, Madison, McDowell, Mitchell, Polk, Transylvania, Swain, and Yancey.

Healthy Opportunity Pilot Supports

Impact Health is the Administering Agency working with a variety of community-based organizations to deliver these supports.

Housing Supports: Tenancy supports and sustaining services, housing quality and safety improvements and one-time securing home payment.

Food Supports: Healthy food boxes, medically tailored meals, linkage to nutrition programs and counseling/coaching on nutrition & cooking.

Transportation Supports: Linkage to existing public transit and payment for transit to access Pilot supports.

Toxic Stress & Interpersonal Violence Supports: Linkage to legal services for interpersonal violence issues, evidence-based parenting support programs and evidence-based home visiting programs.



THANK YOU

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Planning	Shane Prisby

AGENDA ITEM # 2

Foothills Conservancy Grant Assistance Request

BACKGROUND

Foothills Conservancy of North Carolina would like to discuss a grant opportunity. Below is a link to the PowerPoint slides and attached is the same presentation in PDF format.

https://docs.google.com/presentation/d/1ksSotPxwRNifFRW53nKLtAcr1Zqopqvb/edit?usp=sharing&ouid=110772137003262994474&rtpof=true&sd=true

RECOMMENDED MOTION

Motion to approve applying for the Great Trails State Program grant with Foothills Conservancy of North Carolina and to appropriate $15,000 from the General Fund as match for the grant. Furthermore, the Board authorizes the County Manager to execute any necessary agreements for the grant on behalf of the Board.

BUDGET IMPACT

Depends upon contribution.

APPROVED FOR BUDGET YEAR

No

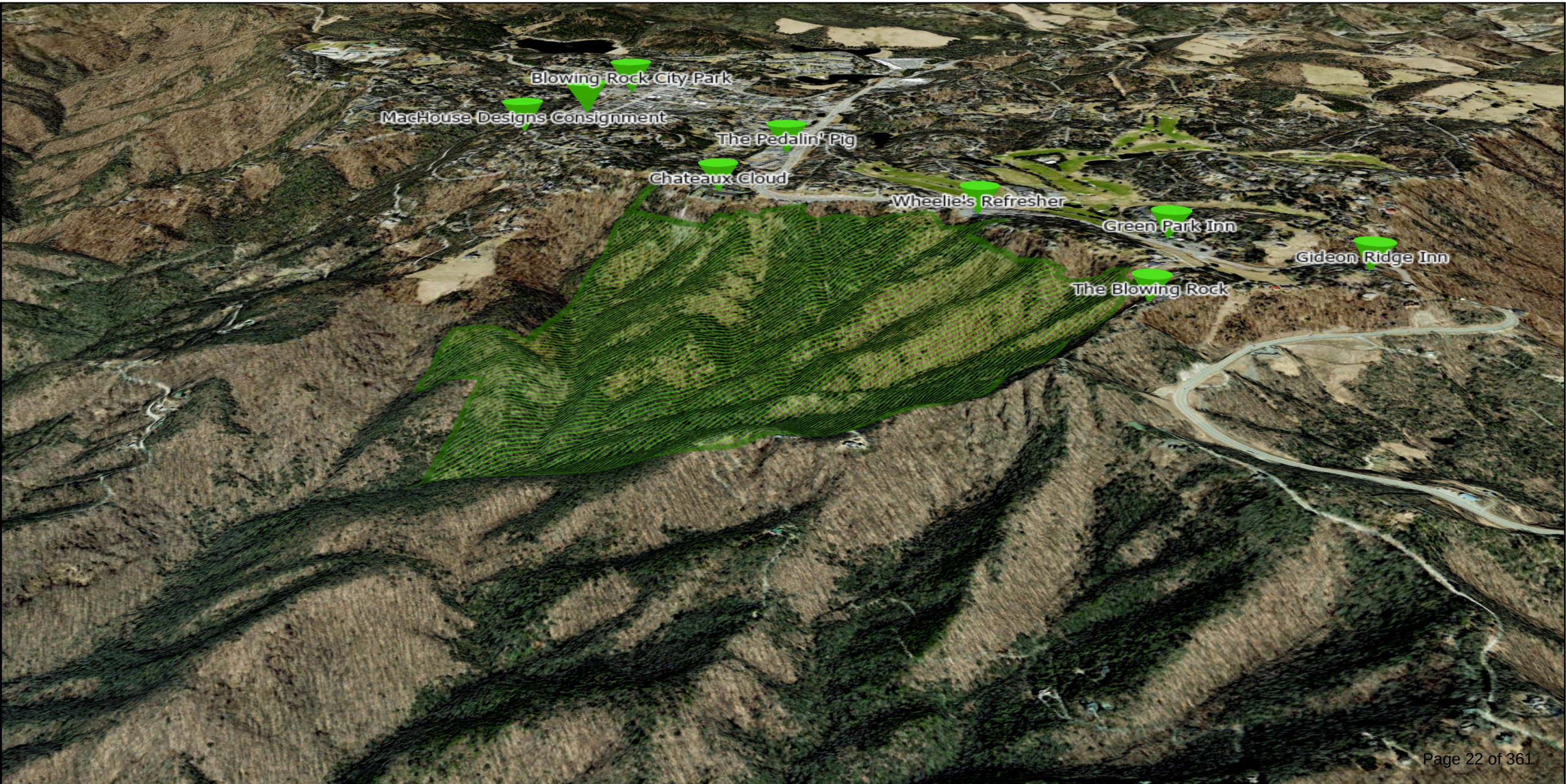
ATTACHMENTS

1. Shane Prisby - Foothills Conservancy Grant Presentation

Johns River Headwaters GTSP Trail Grant Proposal

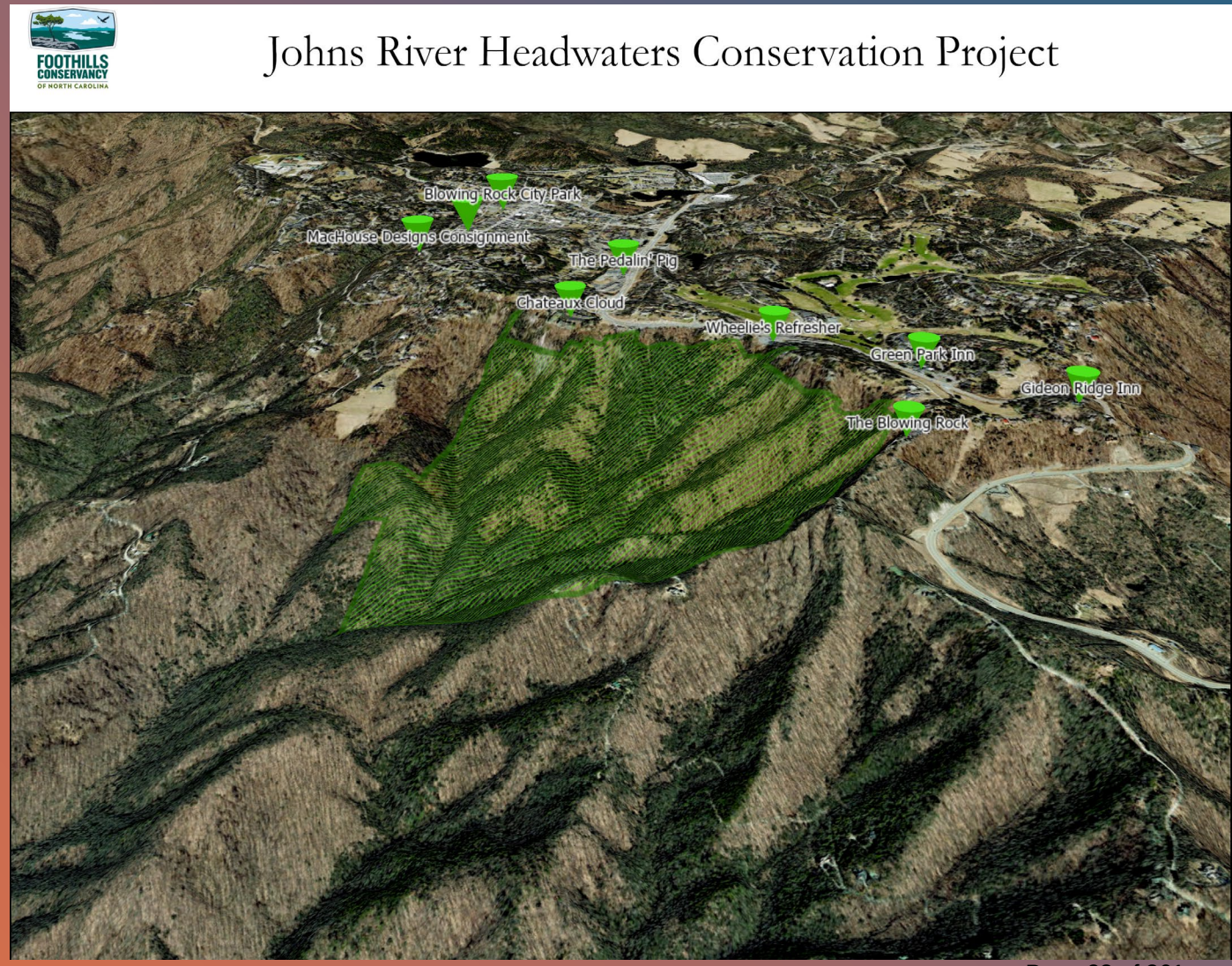
For Caldwell County 7-10-2024

Johns River Headwaters Conservation Project



Johns River Headwaters Property

- Protected by FCNC on February 9, 2024
- 326-acre parcel adjoining USFS land
- Protects significant natural communities and drinking water supply
- Preserves iconic viewshed
- Major community fundraising effort to purchase the land



Photos of the Property



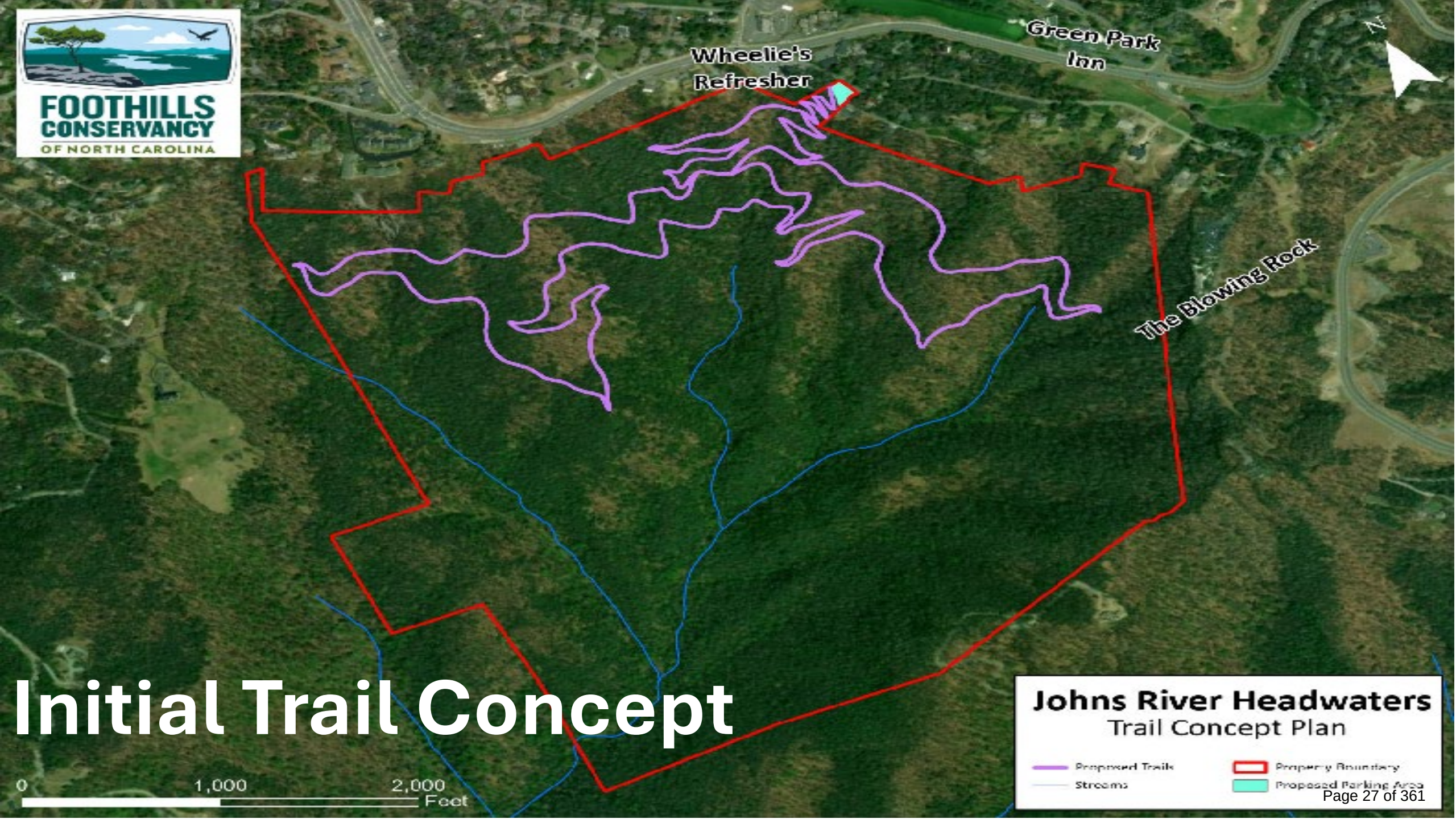
Photos of the Property



Photos of the Property

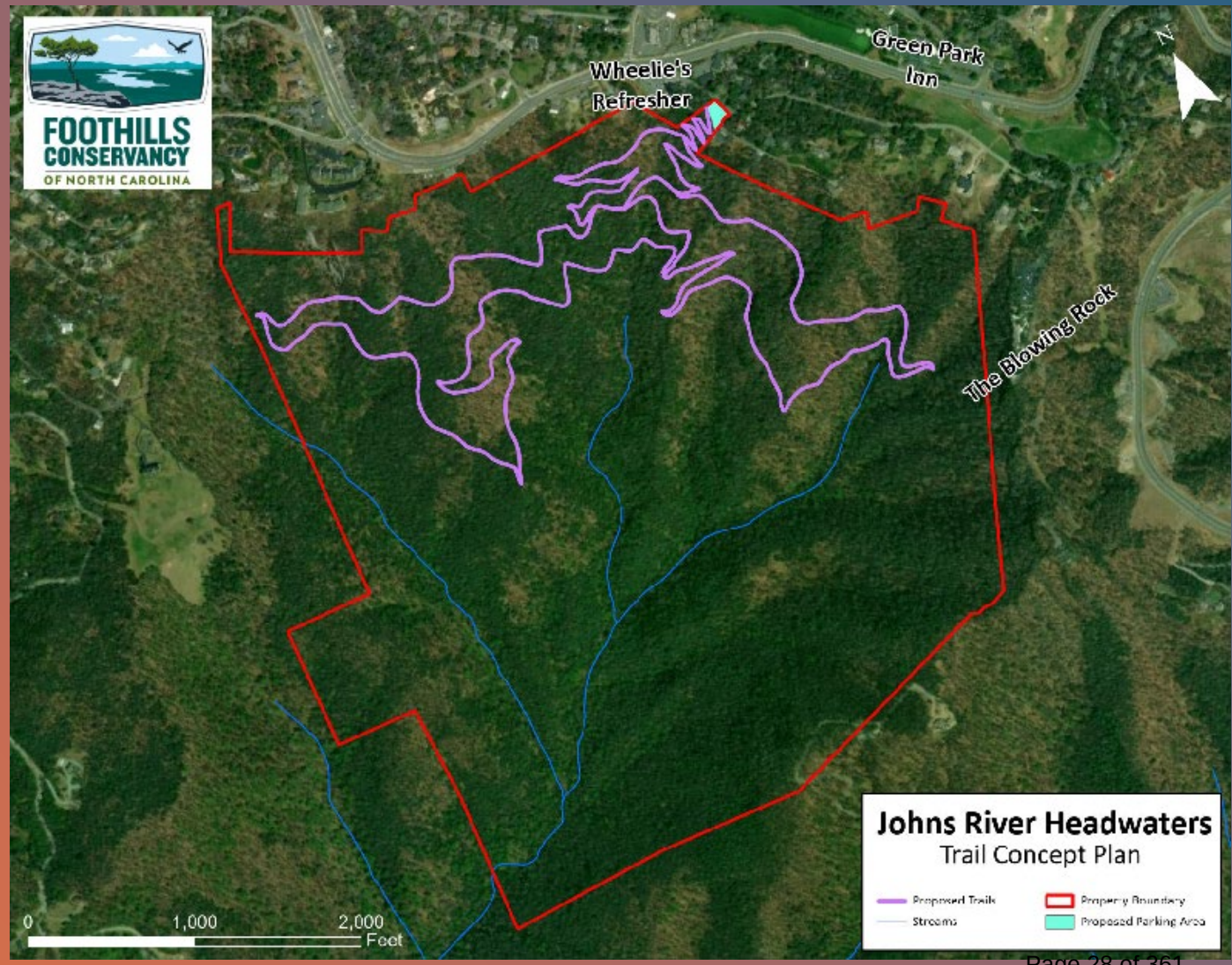




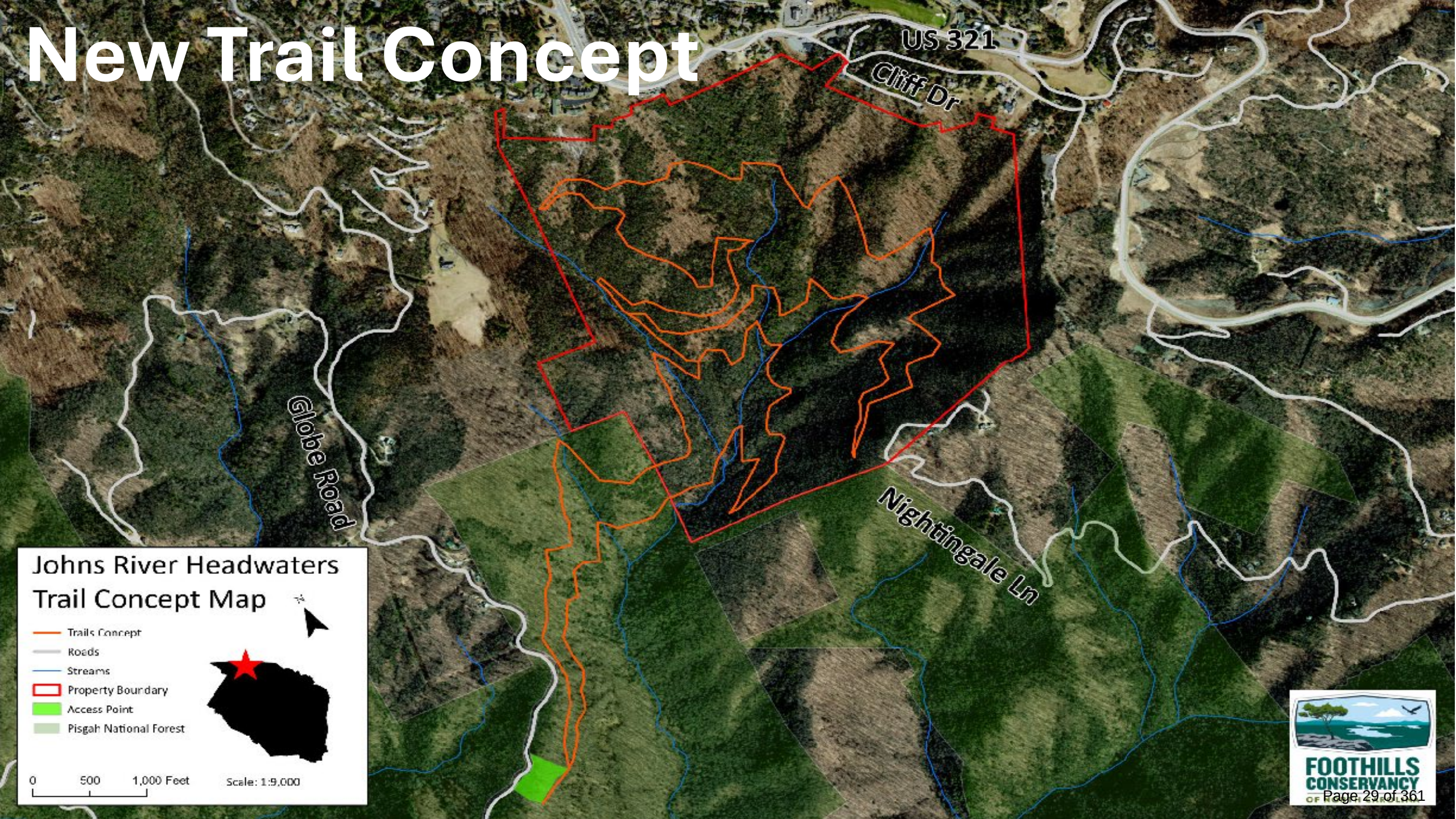

FOOTHILLS CONSERVANCY
OF NORTH CAROLINA
Wheelie's Refresher
Green Park Inn
The Blowing Rock
Initial Trail Concept
0
1,000
2,000
Feet
Johns River Headwaters
Trail Concept Plan
Proposed Trails
Streams
Property Boundary
Proposed Parking Area

Initial Trail Concept

- Developed to gauge public interest at fundraising/informational meeting
- Focused on access from top of property
- Would encounter challenges from steep upper terrain
- Public wants trails but did not want trailhead in residential neighborhood
- Interest in both hiking and mountain biking trails

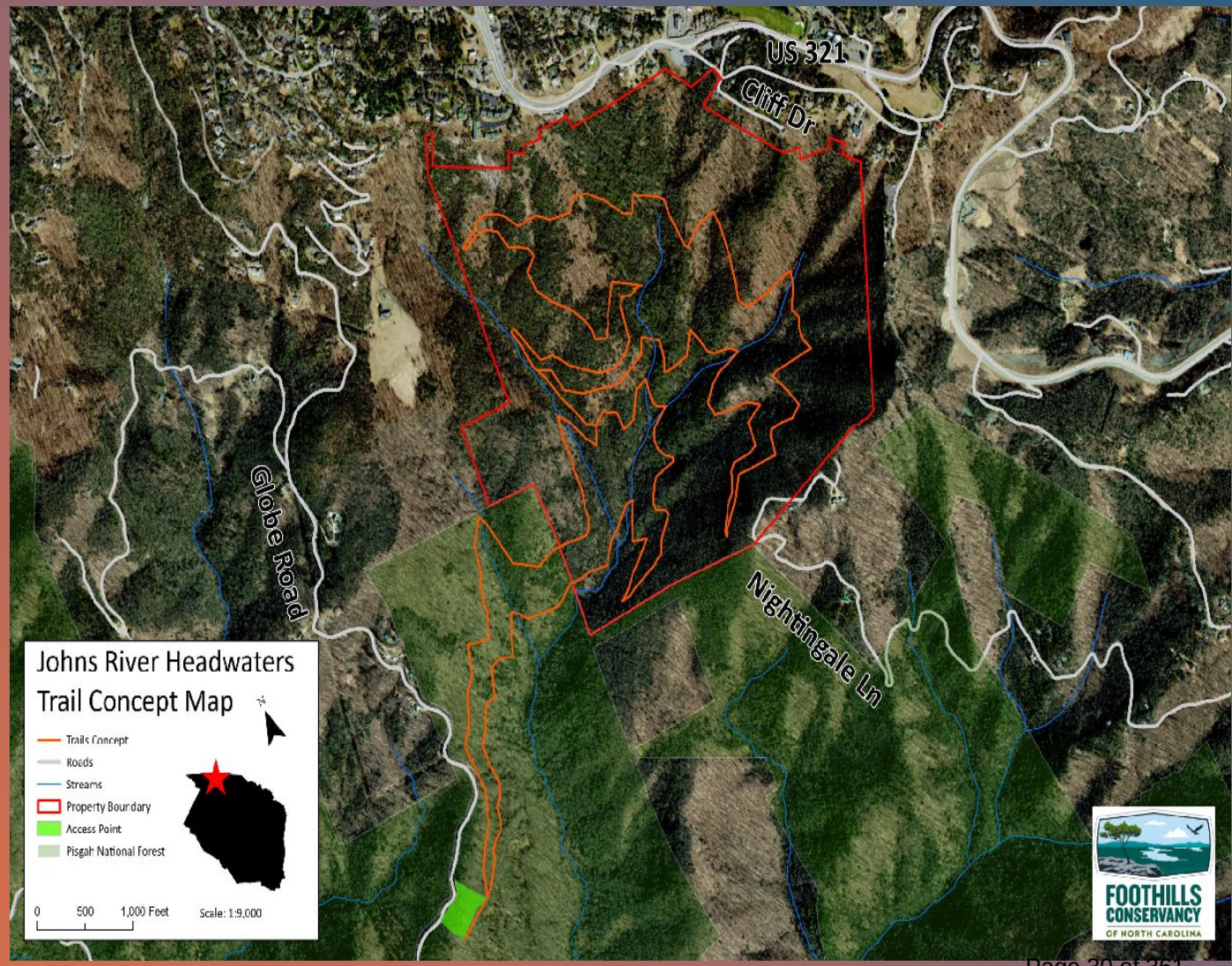


New Trail Concept



New Trail Concept

- Concept plan derived from public comments
- Focused on access from USFS lands off of Globe Rd
- Terrain is steep and challenging, probable stream crossings
- Will require NEPA permitting (Federal process)
- Trail system will need a full and comprehensive planning process



Great Trails State Program Grant

- $25 Million 1-time grant fund
- $100K grant minimum
- 2:1 match for Tier 2 Counties
- Cash, non-Cash, and non-state grant funds accepted as match
- App Deadline: September 3, 2024

Great Trails State Program (GTSP)

NC DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

NC Division of Parks & Recreation

Award Timeline:

- Notice of Funding Opportunity (NOFO): March 1, 2024
- Application Deadline: September 3, 2024
- Awards made: Early 2025
- Contracts to selected recipients: Issued within 30 days of award announcement
- Project Period: 3 years

Contact Recreation Resources Service (RRS) for application assistance.
All applicants should register to submit an online application through WebGrants.
If you already have an account, you do not need to re-register.

How would the grant work?

- Foothills Conservancy of North Carolina (FCNC) writes the grant, Caldwell County approves the draft and submits grant
- If awarded, Caldwell County would contract with FCNC to execute the grant and higher subcontractors as needed
- FCNC would complete the design and permitting process to get project to shovel-ready status
- Caldwell County closes out grant in webgrant system
- FCNC would seek grant funding for construction of trail system



Other Questions

What is being asked of Caldwell County?

Be primary applicant for GTSP Grant

Contribute $15K towards grant match (cash and in-kind)

Act as passthrough entity for grant funds, reimburse through webgrants systems

Why is FCNC asking Caldwell to be Applicant?

FCNC is applying for other GTSP grants. Having a different applicant increase the chance of a grant award.

Who will be responsible for building and maintain the trails?

FCNC will be responsible for building and maintain the trails, not Caldwell County

Who is responsible for the raising the match funds?

FCNC will be responsible for raising the match funds from other local governments and private donors

How long will this take?

The federal NEPA process can take three years to complete. FCNC will work to complete the project as quickly as possible

Thank You for Your Consideration!



Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	GIS	Micah Kelly

AGENDA ITEM # 3

Call for Public Hearing for Naming of an Unnamed Road- Wing N Biddy Way

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Road Name Memo- Wing N Biddy Way
2. Road Name- Wing N Biddy Way

Commissioners
Randy Church, Chairman
Mike Labrose, Vice Chairman
Jeff Branch
Donnie Potter
Robbie Wilkie

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757-1295
www.caldwellcountync.org

July 22, 2024

Dear Reader:

This notice is to inform you of a road name change. The road is currently unnamed and the residents on the road have signed. They have requested the name to be WING N BIDDY WAY. Please put this on the commissions meeting and please contact the Lenoir news topic.

Other possible names for the road are.
WING N BIDDY PL
WING AND BIDDY WAY

If you have questions, please call us at 828-757-6859.

Sincerely,

Micah Kelly
E911 Addressing Coordinator
mkelly@caldwellcountync.org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4939 HELTON RD
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SR 1116

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	Donald Duncan

AGENDA ITEM # 4

Recognizing the Retirement of Sheriff Alan C. Jones

BACKGROUND

Sheriff Alan C. Jones is retiring after 36 years of law enforcement service.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Sheriff Jones with Signatures 1

CALDWELL COUNTY
RESOLUTION 11-24
RESOLUTION OF APPRECIATION
SHERIFF ALAN C. JONES
36 YEARS OF SERVICE

WHEREAS, ALAN C. JONES HAS SERVED THE CITIZENS OF CALDWELL COUNTY FOR 21½ YEARS. SERVING 4 YEARS AS MAJOR, CHIEF DEPUTY WITH CALDWELL COUNTY SHERIFF'S OFFICE BEFORE BEING NAMED AS SHERIFF OF CALDWELL COUNTY, NORTH CAROLINA IN 2007, AND

WHEREAS, HE BEGAN HIS CAREER IN PUBLIC SERVICE WITH 14½ YEARS WITH THE CITY OF LENOIR POLICE DEPARTMENT WORKING HIS WAY FROM PATROLMAN TO SERGEANT TO DETECTIVE AND LIEUTENANT FOR A TOTAL OF 36 YEARS IN LAW ENFORCMENT; AND

WHEREAS, SHERIFF JONES IS THE 32nd SHERIFF IN CALDWELL COUNTY SINCE ITS CREATION IN 1841 AND HAS THE DISTINCTION OF BEING ITS LONGEST SERVING SHERIFF SURPASSING HIS 3RD GREAT GRANDFATHER, SHERIFF ROBERT G. TUTTLE, WHO SERVED FOR 18 NON-CONSECUTIVE YEARS 1852-1866 & 1880-1884; AND

WHEREAS, SHERIFF JONES IS NOTED FOR INSTILLING PROFESSIONALISM IN LAW ENFORCEMENT INCLUDING OFFICER SAFETY, TRAINING, PROFESSIONAL DEVELOPMENT, INTEGRITY, HONESTY, PROPER EQUIPMENT; AND

WHEREAS, HE IS KNOWN FOR CREATING A CULTURE OF INNOVATION AMONGST HIS STAFF, LEADING THE DEPARTMENT AS AN EARLY ADOPTER OF TECHNOLOGY IN LAW ENFORCMENT, INCLUDING IN-CAR CAMERAS, MOBILE DATA TERMINALS, BODY CAMERAS, COMMUNITY WATCH PROGRAMS, FLOCK CAMERAS, THREE-DIMENSIONAL CRIME SCENE MAPPING, AND HELPED CREATE THE FIRST HYBRID ANIMAL CARE ENFORCEMENT DEARTMENT IN NORTH CAROLINA; AND

WHEREAS, SHERIFF JONES LED BY EXAMPLE, OBTAINING A BACHELOR OF SCIENCE IN CRIMINAL JUSTICE AND A MASTER OF PUBLIC ADMINSTRATION BOTH FROM APPALACHIAN STATE UNIVERSITY, COMPLETION OF NORTH CAROLINA'S SHERIFF'S LEADERSHIP SCHOOL FROM BOTH UNC CHAPEL HILL AND DUKE UNIVERSITY, COMPLETION OF THE FBI NATIONAL ACADEMY AND THE SOUTHERN POLICE INSTITUTE AT THE UNIVERSITY OF LOUISVILLE; AND

WHEREAS, THROUGHOUT HIS CAREER SHERIFF JONES HAS SERVED ON A NUMBER OF COMMITTEES INCLUDING 12 YEARS ON THE NORTH CAROLINA SHERIFF'S EDUCATION AND TRAINING STANDARDS COMMISSION, CURRENTLY AS CHAIRMAIN, AND SECRETARY TO THE EXECUTIVE COMMITTEE OF THE NORTH CAROLINA SHERIFF'S ASSOCIATON, MEMBER OF THE TRAINING COMMITTEE, AND THE TRAUMATIC INCIDENT RESPONSE TEAM; AND

WHEREAS, SHERIFF JONES IS A MENTOR TO MANY IN LAW ENFORCEMENT AND FIRST TERM SHERIFFS ACROSS THE STATE. GIVING OF HIS TIME TO TEACH AND EXPAND THE BASIC LAW ENFORCEMENT PROGRAMS AT APPALACHIAN STATE UNIVERSITY, CALDWELL COMMUNITY COLLEGE AND TECHNICAL INSTITUTE, AND WILKES COMMUNITY COLLEGE, MAKING HIMSELF AVAILABLE TO ADVISE AND CONSULT IN ALL ASPECTS OF THE PROFESSION; AND

WHEREAS, SHERIFF JONES GIVES BACK TO HIS COMMUNITY, HIS FAITH, AND IS A DEVOTED HUSBAND TO HIS WIFE KIM AND A LOVING FATHER TO SON GARRETT AND DAUGHTER JILLIAN. HIS ADVICE TO ALL: "IF YOU HAVE A DREAM, NEVER GIVE UP ON IT. FOLLOW YOUR HEART AND TRUST IN THE LORD. THE RESULTS WILL COME."

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CALDWELL COUNTY, THE COUNTY COMMISSIONERS PUBLICLY COMMEND **ALAN C. JONES** FOR HIS 36 YEARS OF FAITHFUL SERVICE TO THE LAW ENFORCEMENT PROFESSION AND 21½ YEARS OF IMPECCABLE SERVICE AS THE 32ND SHERIFF OF CALDWELL COUNTY, NC.

ADOPTED THIS THE 12TH DAY OF AUGUST 2024

Randy T. Church, Chairman

Donnie Potter, Commissioner

Michael W. LaBrose, Vice Chairman

Robbie Wilkie, Commissioner

Jeff Branch, Commissioner

Abby Rich, County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	Donald Duncan

AGENDA ITEM # 5

Disposal of County Owned Property by Private Sale

BACKGROUND

A 2010 Black Dodge Charger will be sold after a negotiated sale.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Disposal of Personal Property- Dodge Charger

RESOLUTION

12-2024

DISPOSAL OF COUNTY OWNED PROPERTY
BY PRIVATE SALE

WHEREAS, Caldwell County owns certain items of personal property that have become surplus for its current needs; and

WHEREAS, North Carolina General Statute 160A-266 permits the County to sell such property by private sale upon authorization by the Board of Commissioners at a regular meeting and notice to the public; and

WHEREAS, the Board of Commissioners is convened in a regular meeting;

NOW THEREFORE, BE IT RESOLVED the Caldwell County Board of Commissioners authorizes the negotiated sale of a 2010 Dodge Charger, VIN: 2B3AA4CT1AH128731, and the County Clerk shall publish a notice summarizing this resolution, and no sale may be executed pursuant to this resolution until at least 10 days after the day the notice is published.

Adopted this the 12 day of August, 2024.

_____
Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____
Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Sheriff's Office	Donald Duncan

AGENDA ITEM # 6

Acceptance of Nominated Sheriff's Surety Bond

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Planning	Shelley Stevens

AGENDA ITEM # 7

Quasi-Judicial Hearing SUP 2024-2 Cell Tower - 4548 Grace Chapel Rd

BACKGROUND

Applicant: Thomas H. Johnson, Jr., Attorney on behalf of TowerCo (TowerCo 2013, LLC)
Property Owner: Grace Chapel Volunteer Fire Department, Inc
NCPIN: 2795990822
Location: 4548 Grace Chapel Rd, Granite Falls, NC 28630 in the southeastern quadrant of Caldwell County
Site Conditions: field with fire department; in Watershed Protected area, outside Special Flood Hazard Area
Acreage: 8 acres; 75' x 75' – 5,625 sq. ft. leased area (.129 acres)
Zoning: RA-20
Elevation: 1,128.56' Per Tower Lease Premises Site Sheet 2
Surrounding Land Use: Residential homes, fields, woods, solar farm (RA-20 zoning)
Request: Special use permit

Request

Thomas H. Johnson, Jr. representing TowerCo is requesting a special use permit (SUP) for a 190' monopole tower with a 5' lightening rod and room for 3 colocators (wireless carriers) in addition to Verizon, which would be the first tenant.

Staff Comments

The applicant has illustrated that they have met the Zoning Ordinance and special use permit requirements for issuance of a special use permit for a cell tower, except for the items listed below.

Please review the application materials against the ordinance requirements to see if the requirements are met.
The applicant may provide testimony (BOC hearing) or other evidence to go along with that which is in their application to prove that they meet all application requirements.

The site is located in an area identified in the Comprehensive Plan's Future Land Use Map for low-density future uses.

Zoning Ordinance Requirements still needed at the time of the Planning Board meeting:

- Bond revision:
    1. The third paragraph should read “WHEREAS, the Obligee, per Sec. 90F.11C of its zoning ordinance, requires the submission of a bond guaranteeing the maintenance of said tower and other above-ground equipment and structures, and the removal of said tower and other above-ground equipment and structures within 90 days after cessation of operation of the facility.”
    2. In the fourth paragraph, all the language after “ordinance” on the second line through “structure(s)” on the fourth line should be deleted.
    3. This should be captioned “Maintenance/Removal Bond” rather than just “Removal Bond.”
- Address and statement that tower is what is being insured needs to be added to the insurance certificate in the “Description of Operations/Locations” block
- Maintenance and Removal Agreement needs to be signed by a Manager of TowerCo 2013, LLC
- Copy of language for maintenance/removal required in lease.
- Landscaping edits – 2 clear rows of trees, per ordinance
- $425 special use permit fee

RECOMMENDED MOTION

Planning Board Recommendation: Approval contingent upon receipt of listed items.

BUDGET IMPACT

$5,425 added to budget - cell tower and SUP fees.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. TowerCo - Brinkley - Special Use Permit Application

Direct Dial: 919.981.4029
abologna@williamsmullen.com

June 20, 2024

Shelley Stevens
Planning Director
Caldwell County Planning Dept.
2345 Morganton Blvd.
Lenoir, NC 28645

RE: 4548 Grace Chapel Road, Granite Falls, NC 28630
Our File No.: 092839.0004

Dear Ms. Stevens,

On behalf of Towerco 2013 LLC ("***TowerCo***"), please accept this application for a special use permit for a proposed wireless telecommunication facility. Included are the associated responses and exhibits. The requisite bond has been mailed by TowerCo, and a copy of the bond is attached.

Please let me know if you have any questions or need anything else to move this application forward. I look forward to working with you on this project. Thank you.

Sincerely,

Anthony Bologna

Anthony J. Bologna

Enclosures

CC:
Thomas H. Johnson, Jr.
Attorney
Williams Mullen
tjohnson@williamsmullen.com

Jennifer Jack
Director of Site Development
TowerCo
jjack@towerco.com

Applicant: Thomas H. Johnson, Jr., Attorney on behalf of Towerco 2013 LLC ("***TowerCo***")
Application: Special Use Permit for a Wireless Telecommunication Facility
Project Name: Brinkley – WCF
Address: 4548 Grace Chapel Road, Granite Falls, NC 28630
Parcel ID #: 08107-2-2A
Zoning District: RA-20
Property Owner: Grace Chapel Volunteer Fire Department

Special Use Permit Responses:

1. The use will promote public health, safety, and general welfare, if located where proposed and developed and operated according to the plan as submitted.

The proposed facility is located to address an area needing wireless service improvement and thereby will promote public health, safety, and general welfare. As recognized in NC General Statutes Section 160D-930(a), the purpose of the proposed Tower is to "provide for the safe and efficient integration of facilities necessary for the provision of advanced wireless telecommunications services throughout the community and to ensure the ready availability of reliable wireless services to the public, governmental agencies and first responders, with the intention of furthering the public safety and general welfare."

Many 911 emergency calls are made from cell phones, and greater access to cellular service will provide reliable access to emergency alerts, weather radar and warnings, and other necessary and critical information. As recognized in NC General Statutes Section 160D-930(b), the "deployment of wireless infrastructure is critical to ensuring first responders can provide for the health and safety of all residents of North Carolina." Reliable service is essential to quick reporting and coordination of response to accidents, criminal activity, health events, natural disasters, and other emergency situations that impact public health and safety. In addition, this site will provide broadband internet access to a rural area of the County.

2. The use will maintain or enhance the value of contiguous property (unless the use is a public necessity, in which case the use need not maintain or enhance the value of contiguous property).

An Impact Study, dated as of January 9, 2024, and performed by Michael Berkowitz, a licensed North Carolina real estate appraiser, is attached as Exhibit 17 and provides that "the market provides adequate data to support a conclusion that the visual impact of a cell tower do[es] not injure the values of residential properties." Michael Berkowitz will be present at the Board of County Commissioners' meeting to discuss the same. As evidenced by the responses to #1 and #3 above and below, respectively, TowerCo seeks to enhance, rather than adversely affect, public health and safety.

3. The use is in compliance with the general plans for the physical development of the County as embodied in these regulations or in the Comprehensive Plan, or portion thereof, adopted by the Board of Commissioners.

TowerCo is seeking to install the proposed Tower with the intention of providing reliable cellular service to an area that is underserved by current cellular coverage. The proposed facility is located to address an area needing wireless service improvement and thereby will promote public health, safety, and general welfare. As recognized in NC General Statutes Section 160D-930(a), the goal of greater cellular coverage is to "provide for the safe and efficient integration of facilities necessary for the provision of advanced wireless telecommunications services throughout the community and to ensure the ready availability of reliable wireless services to the public, governmental agencies and first responders, with the intention of furthering the public safety and general welfare." The RF Justification Memo & Propagation Maps attached as Exhibit 12 illustrate the same.

Section 90F. Wireless Telecommunication Facilities

Wireless telecommunication facilities are allowed in all zoning districts as special uses.

90F.1 Special Use Permit Required

It shall be unlawful for any person to place, construct or modify any wireless telecommunication facility within the jurisdiction of Caldwell County without first obtaining a Wireless Telecommunication Facility Special Use Permit. Permits shall be regulated as follows:

A. Applications for Special Use Permits will be classified and processed in one of the following categories depending on the characteristics of the proposed installation:

1. Installations utilizing existing structures
2. Telecommunications towers
3. Modifications to approved facilities

The tower (the "*Proposed Tower*") falls within category two (2) above. Please see the Special Use Permit application attached as Exhibit 1, and the Authority for Appointment of Person to Act on My Behalf attached as Exhibit 17 ("*Agent Authorization*").

B. A Special Use Permit shall become null and void if the permitted facility is not constructed and placed in service within one year of the date of the County's approval provided, however, that the permit may be extended one time for six (6) months if the Zoning Administrator determines that substantial construction has commenced before expiration of the initial year.

Acknowledged and agreed.

C. Nonconforming telecommunication towers in existence on the date of enactment of this Section shall be exempt from the Special Use Permit requirements. However, any increase in height of such a nonconforming telecommunication tower shall be subject to the provisions of this section.

Not applicable.

90F.2 Applicant's Certifications

An application for a Special Use Permit for a wireless telecommunication facility shall not be deemed complete until the applicant certifies that:

A. it has not constructed, maintained, operated or modified any wireless telecommunication facility within Caldwell County's zoning jurisdiction without the approval of Caldwell County; and

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

B. if it has constructed, maintained, operated or modified any wireless telecommunication facility within Caldwell County's zoning jurisdiction without the approval of Caldwell County that it has Caldwell County Zoning Ordinance 145 ceased operating and has removed all above-ground portions of such facilities (not including any part of the foundation); and

Not applicable.

C. the proposed wireless telecommunication facility complies with and at all times will be maintained and operated in accordance with, all applicable FCC rules and regulations with respect to environmental effects of electromagnetic emissions; and

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

D. all improvements constructed as part of the wireless telecommunication facility shall comply with the Uniform Building Code, National Electrical Code, Uniform Plumbing Code, Uniform Mechanical Code, Uniform Fire Code, and structural standards of the Electronic Industries Association/Telecommunications Industry Association, where applicable.

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

90F.3 FCC License Required

The applicant for a wireless telecommunication facility Special Use Permit must currently be licensed by the FCC to provide fixed or mobile wireless communication services or, if the applicant is not such an FCC licensee, must demonstrate that it has binding commitments from one or more FCC licensees to utilize the proposed wireless telecommunication facility. An application for a Special Use Permit shall not be deemed complete unless it is accompanied by a copy of each applicant's or tenant's FCC license and, if the applicant is not an FCC licensee, the Zoning Administrator shall verify that the applicant holds executed leases from each FCC licensee proposing to locate wireless facilities at the site. If a copy of an FCC license has previously been supplied to the Zoning Administrator in conjunction with an application for a wireless telecommunication facility, the Applicant may certify that such license remains valid in lieu of submitting an additional copy of such license.

Acknowledged and agreed. Please see the FCC Licenses attached as Exhibit 7.

90F.4 Electromagnetic emissions compliance

Wireless telecommunication facilities shall at all times comply with FCC standards for radio frequency emissions.

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

90F.5 Liability insurance

Prior to the issuance of a Special Use Permit applicants shall be required to provide certificates of insurance showing a minimum of $2,000,000 in general liability insurance and/or umbrella insurance covering any liability arising out of construction or operation of the wireless telecommunication facility. Applicant shall be required to maintain such coverage in full force until such time as all above ground portions of the facility (not including any part of the foundation) have been removed and all other conditions of its Maintenance/Removal Agreement have been satisfied.

Acknowledged and agreed. Please see the Certificate of Insurance attached as Exhibit 11.

90F.6 Public property preference

Applicants shall first consider properties owned by Caldwell County, or instrumentalities thereof, including State and Federal properties, before considering private properties as locations for wireless telecommunication facilities. The Planning Department will provide an inventory of such properties. Public properties shall be subject to the same restrictions and standards of appropriateness as private properties. If suitable public properties cannot be located, justification shall be provided which clearly explains why the properties are not suitable and what alternatives were considered.

The proposed Tower will be located on a site shared with the Grace Chapel Volunteer Fire Department, which is a first responder site related to and supporting critical support to the residents of Caldwell County. No other eligible public sites were located within the Search Ring (rectangle) attached as Exhibit 14.

90F.7 Existing Structures

It is the policy of Caldwell County to encourage use of existing structures and co-location, therefore these locations shall be considered first. In furtherance of these policy objectives, wireless telecommunication facilities which do not require the placement or construction of a telecommunications tower, increases in tower height, or increases by the antenna apparatus of more than twenty (20) feet, and which otherwise meet the requirements of this Section, shall enjoy a streamlined approval process. For purposes of this Section, existing telecommunication towers or alternative structures requiring an increase of more than twenty (20) feet in height to accommodate a wireless telecommunication facility shall be treated the same as applications for a new or additional telecommunication tower.

A. Approval process. Applications for Special Use Permits for wireless telecommunication facilities which do not require a new or additional telecommunications tower, increases in tower height, or increases in height of alternative structures, may be approved by the Planning Board without a public hearing. Applications shall contain such information as required by this Section and, in addition, such other information as the Board shall deem necessary and appropriate. An application shall not be deemed complete until the application fee and maintenance/removal bond have been received by the County.

Not applicable.

B. Maintenance/Removal Bond. An applicant for a Special Use Permit for a wireless telecommunication facility that does not include a new or additional telecommunications tower, or require an increase in tower height or heights of alternative structures, shall be required to post a $5,000 cash bond to secure the costs of maintaining the exterior appearance of the facility if the wireless provider fails to continually do so, or removing such facility in the event the applicant shall fail to do so within 90 days of abandonment or cessation of operation of the facility. The applicant shall be required to continue such bond or other security until such time as all above-ground portions of the facility (not including any part of the foundation) have been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied. Private business users operating a single wireless telecommunication facility at their principal place of business and governmental users are exempt from the maintenance/removal bond.

Not applicable.

90F.8 Maintenance/Removal Agreement

An application for a Special Use Permit shall be accompanied by those portions of an executed copy of a lease requiring the applicant to remove all above-ground portions of wireless telecommunication facilities (not including any part of the foundation) no later than ninety (90) days after cessation of operations. In addition, each applicant for a wireless telecommunication facility Special Use Permit shall execute a facility maintenance/removal agreement prior to issuance of the Special Use Permit. Said agreement shall bind the applicant and the applicant's successors-in-interest to properly maintain the exterior appearance of and ultimately remove the facility in compliance with the provisions of this Section and any conditions of approval. It shall further bind them to pay all costs for monitoring compliance with, and enforcement of, the agreement and to reimburse the County for all costs incurred to perform any work required of the applicant by the agreement that the applicant fails to perform. Such costs shall include, but not be limited to, administrative and job supervision costs. It shall also specifically authorize the County and/or its agents to enter onto the property and undertake said work so long as the Zoning Administrator has first provided the applicant the following written notices at the applicant's last known address:

A. An initial compliance request identifying the work needed to comply with the agreement and providing the applicant at least thirty (30) days to complete the work; and

B. A follow-up notice of default specifying the applicant's failure to comply with the work within the time period specified and indicating the County's intent to commence the required work within ten (10) days.

Acknowledged and agreed. Please see the Facility Maintenance/Removal Agreement attached as Exhibit 4. Please also see the Ground Lease attached as Exhibit 10 and the Agent Authorization attached as Exhibit 17.

90F.9 Abandonment and removal

Abandoned or unused wireless telecommunication facilities shall be removed as follows:

A. All abandoned or unused wireless telecommunication facilities located above ground (not including any part of the foundation) that are not removed within ninety (90) days of the cessation of operations, the facility may be removed as provided in the applicant's Maintenance/Removal Agreement by the County and the costs of removal recovered from the applicant's bond or other security.

Acknowledged and agreed. Please see the Facility Maintenance/Removal Agreement attached as Exhibit 4.

90F.10 Nonconforming Uses

Any wireless telecommunication facility in existence on the date of enactment of this Section which does not comply in all respects with these provisions shall be deemed a nonconforming use. Such pre-existing facilities may not be increased in height without complying with these provisions. In the event such facility shall be destroyed, or suffer damage in excess of 50% of the tax value of the facility's improvements, such facility shall not be repaired or replaced and shall be removed unless any replacement facility complies in all respects with the provisions of

this Section. Except in the case of destruction or damage in excess of 50% of the tax value of the facility's improvements, technological upgrades of electronics and antennas are permitted.

Not applicable.

90F.11 New Towers Including Additions and Increases

In addition to the general requirements set forth above for wireless telecommunication facilities, applications for Special Use Permits for wireless telecommunication facilities requiring a new or additional telecommunication tower, increases in tower height, or increases in height of alternative structures, shall comply with the provisions of this Section. Such applications shall be reviewed and processed in accordance with the following provisions:

A. Approval process. Applications for telecommunication towers, increases in tower height of more than twenty (20) feet, or increases in height of alternative structures, shall be submitted in writing to the Zoning Administrator and shall contain all information required by this Section as well as any additional information the Zoning Administrator deems necessary and appropriate. A quasi-judicial public hearing shall be required before the Board of Commissioners before any decision to grant or deny an application. Public notice of the application and hearing shall be in accordance with the notice provisions set forth below. A hearing before the Caldwell County Planning Board will be held first to receive public input and recommendations.

Acknowledged and agreed.

B. Application fee. Applications shall require payment of a nonrefundable fee for new tower sites or increase in the height of an existing tower. This fee shall be eliminated when one (1) of the following criteria are met:

1) the applicant is utilizing existing publicly owned structures such as water tanks, school stadium lights, utility poles, and flag poles,
2) is locating within areas which are not zoned residential,
3) is utilizing an existing tower or structure which does not require an increase in height.

As none of the exceptions above are met, the application fee is provided with this application.

C. Maintenance and removal bond payable to Caldwell County. An applicant for a Special Use Permit for a wireless telecommunication facility that includes a new or additional telecommunication tower, increases in tower height, or for increases in height of alternative structures, shall be required to post a $10,000 cash bond, or other security satisfactory to the County, to secure costs of removing all above ground portions of a wireless telecommunication facility (not including any part of the foundation) in the event the applicant shall fail to do so within ninety (90) days of cessation of operation of the facility. The applicant shall be required to continue such bond or other security until such time as the facility has been removed and all other requirements of its Maintenance/Removal Agreement have been satisfied. Private business users operating a single wireless telecommunication facility at their principal place of business and governmental users are exempt from the bond requirement.

The requisite maintenance and removal bond has been provided to Caldwell County. Should there be any needed changes, the bond will be adjusted prior to the issuance of the special use permit. Such bond is attached as Exhibit 18.

D. Public Notice. Notice of an application for a proposed telecommunication tower shall comply with the provisions of G.S. 160D-601 as amended.

Acknowledged and agreed.

E. Notice to adjacent property owners.

Acknowledged and agreed.

F. Posted notice. A sign advertising the application for a proposed telecommunication tower, and any scheduled public hearings, shall be posted by the Zoning Administrator in a prominent location on or near the parcel containing the proposed telecommunication tower, or on a nearby public road. Such signs shall be posted at least ten (10) days prior to the public hearing for the tower but not more than twenty-five (25) days prior to the public hearing.

Acknowledged and agreed.

<u>90F.12 Applicant's Burden</u>

The applicant for a telecommunications tower shall bear the burden of demonstrating by substantial evidence that no reasonable combination of locations, techniques or technologies will obviate the need for, or mitigate the height or visual impact of, the proposed telecommunications tower.

Acknowledged and agreed. Please see the RF Justification Memo and Propagation Maps attached as Exhibit 12 and the NIER Letter, dated as of January 16, 2024, attached as Exhibit 6. Additionally, please see the Photographic Simulations attached as Exhibit 5, whereby the limited visibility of the proposed Tower is shown from different vantage points.

90F.13 Electric transmission towers

It is the policy of Caldwell County to encourage the use of electric transmission towers to deploy wireless infrastructure. In furtherance of that policy objective:

A. No telecommunications tower shall be approved if an electric transmission tower is located within a one-quarter mile radius (1320) feet laterally of the proposed telecommunications tower site and if road access and necessary utilities can be obtained within a one-quarter mile radius (1320) feet of the existing electric transmission tower, unless the applicant can demonstrate that sufficient easements or other interests in real property cannot be obtained to accommodate the wireless telecommunication facility, or that the electric utility owning the electric transmission tower is unwilling to allow its use for wireless facilities, or if the planned equipment would exceed the structural capacity of the existing electrical transmission tower.

No electric transmission tower is located within the Search Ring (Exhibit 14) for the Proposed Tower. Please see the Certification Statements attached as Exhibit 3.

B. Electric transmission towers less than one hundred (100) feet in height may be replaced by pressure-treated wooden or metal electric transmission towers up to one hundred (100) feet in height. Such replacement shall be at the discretion of the electric utility which owns or operates the electric transmission tower, taking into account safety, service disruptions, structural capacity and structure life or duty cycle. For purposes of this Section, such replacement electric transmission tower shall be deemed to be an existing structure.

Not applicable.

90F.14 Presumption favoring existing structures

A proposal for a new or additional telecommunication tower shall not be approved unless the Board of Commissioners finds that the equipment planned for the proposed telecommunication tower cannot be accommodated on existing or approved towers, buildings or alternative structures more than thirty (30) feet in height (after first considering electric transmission towers) within a one mile search radius (5280 feet) of the proposed telecommunication tower site due to one or more of the following reasons:

A. The planned equipment would exceed the structural capacity of the existing or approved tower, building or structures, as documented by a qualified and licensed North Carolina professional engineer, and the existing or approved tower, building or structure cannot be reinforced, modified or replaced to accommodate planned or equivalent equipment at a reasonable cost.

Acknowledged and agreed. There are no tall structures within the Search Ring for the Proposed Tower. Please see the Search Ring (rectangle) attached as Exhibit 14. Please also see the Certification Statements attached as Exhibit 3.

B. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower, building or other structure as documented by a qualified and licensed North Carolina engineer and the interference cannot be prevented at a reasonable cost.

Acknowledged and agreed. Please see the RF Justification Memo and Propagation Maps attached as Exhibit 12. Additionally, please see the NIER Letter attached as Exhibit 6.

C. Existing or approved towers, buildings or other structures within the search radius, or combinations thereof, cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified and licensed North Carolina professional engineer.

Acknowledged and agreed. There are no tall structures within the Search Ring (rectangle). Please see the Certification Statements attached as Exhibit 3 and the Search Ring (rectangle) attached as Exhibit 14.

D. Other unforeseen reasons that make it infeasible to locate the planned telecommunications equipment upon an existing or approved tower, building or other structure.

Acknowledged and agreed.

90F.15 Tower Height Limitations

The height of any telecommunication tower shall be limited in accordance with the following provision:

1. Shall not exceed 195 feet.

Acknowledged and agreed. Please see Sheet C5 of Exhibit 2. The tower height will comply with this requirement. The proposed Tower will be one hundred and ninety feet (190') in height plus an additional five feet (5') for the lightning rod, which, as provided in 40B.122, does not count towards the proposed Tower's height.

90F.16 Tower Spacing

Telecommunication towers shall be located at least 1 mile from other telecommunication towers based upon a survey of surrounding sites using GPS or other methods provided by the applicant. Closer spacing may be recommended/approved by the Planning Board when the applicant can prove the need, for public safety reasons.

Not applicable. Please see the Certification Statements attached as Exhibit 3.

90F.17 Protected Federal Lands

If a proposed telecommunication tower is to be located within one mile of Federal land, the applicant shall be required to submit a copy of its application to the appropriate Federal land manager for review and comment and shall provide a copy of its transmittal letter to the Zoning Administrator to verify its compliance with this provision. The responsible Federal land manager shall have sixty days to review the application prior to its consideration by the Board of Commissioners.

Not applicable. Please see the Zoning Map attached as Exhibit 16.

90F.18 Co-location Requirements

To minimize cumulative visual impacts, it is the policy of Caldwell County to encourage co-location of new wireless telecommunication facilities with existing and planned facilities whenever feasible and aesthetically desirable. All wireless telecommunication towers erected, constructed, or located within Caldwell County shall comply with the following co-location requirements.

A. A proposal for a new commercial wireless telecommunication tower shall not be approved unless the Board of Commissioners finds that the telecommunications equipment planned for the proposed tower cannot be accommodated on existing or approved towers or alternative structures more than thirty (30) feet in height within one-quarter mile search radius of the proposed location due to one or more of the following reasons:
   1. The planned equipment would exceed the structural capacity of the existing or approved towers, buildings or other structures, as documented by a qualified and licensed North Carolina professional engineer, and the existing or approved structure cannot be reinforced, modified or replaced to accommodate planned or equivalent equipment at a reasonable cost;

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

   2. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower or building as documented by a qualified and licensed North Carolina professional engineer and the interference cannot be prevented at a reasonable cost;

Acknowledged and agreed.

   3. Existing or approved towers, buildings or other structures within the search radius, or combination thereof, cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a qualified and licensed North Carolina professional engineer, or;

Please see the Search Ring (rectangle) attached as Exhibit 14. No suitable site was located from which the proposed Tower could provide sufficient service to the surrounding area.

   4. Other unforeseen reasons that make it infeasible to locate the planned telecommunications equipment upon an existing or approved tower, building or other structure.

Acknowledged and agreed.

B. Any proposed wireless telecommunication tower over sixty (60) feet in height shall be designed structurally, electrically, mechanically and in all respects to accommodate both the antennas and comparable antennas for at least one additional user. In the case of wireless telecommunication facilities placed on an electric transmission tower, co-location may not be required if the electric utility owning the tower determines that for structural, safety and operational reasons the tower cannot accommodate additional users. Towers must be designed to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at varying heights.

The proposed Tower will be designed to accommodate four (4) antenna arrays, one (1) of which will be used by Verizon. Please see Sheet C5 of Exhibit 2.

C. Antennas or antenna arrays employed as part of a wireless telecommunication facility operated by a private business user, governmental user or commercial wireless service provider may not be co-located on a tower or other support structure used by an amateur radio operator.

Acknowledged and agreed.

90F.19 Tower and Antenna Design & Appearance Requirements

No Special Use Permit shall be approved for a telecommunication tower, increase in tower height, or increase in height of an alternative structure; unless the Board of Commissioners finds that the design standards of this section have been met. Proposed or modified towers and antennas shall meet the following design requirements:

A. Commercial wireless telecommunication towers shall be of a monopole or self-support design unless the Board of Commissioners determines that an alternative design would better blend into the surrounding environment.

Acknowledged and agreed. The proposed Tower will be of a monopole type. Please see Sheets T1 and C5 of Exhibit 2.

B. All equipment enclosures and other improvements accessory to a tower shall be architecturally designed to blend in with the surrounding environment and shall be maintained in good appearance and repair. No equipment enclosure may exceed ten (10) feet in height. Ground mounted equipment shall be screened from view by suitable vegetation, except where a design of nonvegetative screening better reflects and complements the architectural character of the surrounding neighborhood.

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3. Please the Facility Maintenance/Removal Pledge attached as Exhibit 4. Please see the associated site and landscaping details across Sheets C2-L1 of Exhibit 2.

C. To the greatest extent possible, wireless telecommunication facilities shall be designed to survive a natural disaster and wind sheer without interruption in operation.

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

D. Telecommunication towers, equipment enclosures and other improvements shall be enclosed within a security fence consisting of chain link fencing at least eight (8) feet in height. The fence may be topped with barbed wire. It is required as a condition of approval that the fencing be screened by appropriate landscaping or other means.

Acknowledged and agreed. Please see Sheets C1-C3 of Exhibit 2.

E. Roads leading to cell towers must be properly maintained, including erosion control, to allow for adequate inspection by Caldwell County Code Enforcement.

Acknowledged and agreed. Please see the Certification Statements attached as Exhibit 3.

90F.20 Fall zones, setbacks and buffers

Telecommunication towers shall conform to each of the following minimum setback requirements:

A. A fall zone clear of any dwellings on the parcel containing the telecommunication tower (other than equipment enclosures associated with the wireless telecommunication facility) equal to 100% of the height of the tower shall be required. The minimum setback measured from the property line shall be equal to 100% of the telecommunication tower height. Fall zones may be less than 100% of tower height if the site plan is certified by a structural engineer as safe.

A Fall Zone Letter, dated as of March 4, 2024, is attached as Exhibit 8. The proposed Tower has been designed to fall within a radius of under the setback of fifty-five feet (55'), and the fall zone of fifty-five feet (55') reflects that the proposed Tower will be sited to provide for and ensure the safety of adjacent properties. Please see evidence of the same on Sheet C1 of Exhibit 2.

B. Buffer. A dense natural buffer with a 100-foot radius with an average tree height of 50 feet around the tower shall be preserved and maintained. In residentially zoned areas where a limited vegetative canopy exists, a green slatted fence surrounded by a buffer of evergreen trees (example Leland cypress) 2 rows deep, of a minimum of four (4) feet in height, planted 15' on center shall be provided and maintained and shall be part of the site development plan.

The proposed Tower will be located alongside an existing fire station. Towers at fire stations are not uncommon. As such, there will not be enough room to install and maintain a one-hundred foot (100') vegetative buffer. Provided the lack of natural vegetation, Applicant is proposing the alternative landscaping plan of two (2) rows of evergreen trees and a slatted fence. Much of the proposed Tower's base will be shielded from view by the existing fire station on the site, and the proposed fence and installation of trees will provide further shielding of the proposed Tower's base. Please see the Landscaping Plan on Sheet L1 of Exhibit 2.

C. A telecommunication tower's setback may be reduced or its location in relation to a public street varied, at the sole discretion of the Board of Commissioners, to allow the integration of a telecommunication device into an existing or proposed structure such as a church steeple, lighting structures, electric transmission tower, or similar structure.

Not applicable.

90F.21 Tower Lighting

A. Telecommunication towers shall not be illuminated by artificial means and shall not display strobe lights or other warning lighting unless required by the FAA or, in a particular instance, the Board of Commissioners requires a telecommunication tower to be lit.

Acknowledged and agreed. Please see the FAA Determination, dated as of February 2, 2024, attached as Exhibit 14, which does not require lighting.

B. When incorporated into the approved design of a tower, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the telecommunication tower.

Acknowledged and agreed.

C. A wireless telecommunication facility may utilize a security light controlled by a motion-detection sensor at or near the entrance to the facility.

Acknowledged and agreed.

90F.22 NC Department of Transportation Permit

A. A DOT driveway permit must be secured for the tower site.

Please see the North Carolina Department of Transportation Permit, dated as of March 12, 2024, attached as Exhibit 9. Additionally, please see Sheets 1 of 4 and 2 of 4 on Exhibit 2.

90F.23 Site Development Plans

A site development plan shall be prepared by a North Carolina registered land surveyor, landscape architect or professional engineer and shall contain the following information:

A. The name, address and telephone number of the applicant and the property owner, tax parcel identification number, scale, north arrow, a copy of the section of the 1:24,000 USGS quadrangle showing the proposed site and latitude and longitude coordinates.

Please see Sheet C0 of Exhibit 2.

B. The name, address and telephone number, signature and seal of the professional preparing the site development plan.

Please see Sheet T1 on Exhibit 2.

C. All identifiable structures located on the parcel, all private and public roads, highways and underground and overhead utilities.

Acknowledged and agreed. Please see Sheet 2 of 4 of Exhibit 2.

D. Surveyed boundary lines of the parcel containing the proposed telecommunication tower construction and its fall zone.

Please see Sheets 1 of 4 and 2 of 4, as well as Sheets C1 and C2 of Exhibit 2.

E. All existing telecommunication towers on the property or any telecommunication tower whose fall zone encroaches onto the property.

Not applicable.

F. Description of adjacent land use and all property owner names, tax parcel numbers and mailing addresses.

Please see Sheet C1 on Exhibit 2.

G. The ground elevation of the proposed telecommunication tower's base, all proposed support structures, property corners, and permanent site benchmark.

Please see Sheets 1 of 4 and 2 of 4 on Exhibit 2.

H. Site development plan shall be recorded and not subject to subdivision regulations.

Acknowledged and agreed.

156 90F.24 Partial Exemption for Caldwell County Public Safety and Emergency Towers

Wireless Telecommunication Facilities owned and/or operated by Caldwell County (including its law enforcement services agencies) or a private tower owned and operated by a third party that has, as the primary part of its request, a public service or emergency services component are allowed in all districts and are exempt from the requirements of Section 90F, except for Section 90F.8 (Maintenance/Removal Agreement) and Section 90F.9 (Abandonment and Removal). Co-location is allowed but may not be the primary reason for the request. Location and height of facilities must be approved by the County Board of Commissioners. Towers owned and operated by Caldwell County do not require a public hearing. Private 3rd party towers do require a public hearing before the County Commission prior to permitting and approval.

Acknowledged and agreed.

Exhibit 1
Special Use Permit Application

Caldwell County
NORTH CAROLINA
Planning Department

2345 Morganton Blvd. Lenoir, NC 28645
www.caldwellcountync.org

SPECIAL USE PERMIT APPLICATION

For questions about this application or approval process, please contact the Planning Department at 828.757.6855 or 828.426.8354 to schedule a pre-application meeting. The public will be notified of this request and invited to attend and/or participate in the Planning Board and County Commission meetings.

Submittal Checklist:

Application Form
Application Fee ($425 – cash, check or credit card) (Make checks payable to Caldwell County)
Site Plan (if applicable)
Other Information Requested by the Planning Department: _____

To the Caldwell County Board of Commissioners:

I, Thomas H. Johnson, Jr., Attorney hereby petition the Board of Commissioners to issue a Special Use Permit in the name of Towerco 2013 LLC for use of the property fully described herein:

Property Address: 4548 Grace Chapel Road NCPIN: 2795-99-0822 Deed Book: 1624 Page: 82

Authority to grant the requested permit is contained in the Zoning Ordinance, Section(s) 90F.11

The Zoning Ordinance imposes the following **General Standards** on the use requested by the applicant. Under each requirement, the applicant should explain, with reference to attached plans, where applicable, how the proposed use satisfies these standards:

General Standard (A): The use will promote public health, safety, and general welfare, if located where proposed and developed and operated according to the plan as submitted.

Statement by Applicant: Please see the response attached.

Staff Comment: _____

General Standard (B): The use will maintain or enhance the value of contiguous property (unless the use is a public necessity, in which case the use need not maintain or enhance the value of contiguous property).

Statement by Applicant: Please see the response attached.

Staff Comment: _____

General Standard (C): The use is in compliance with the general plans for the physical development of the County as embodied in these regulations or in the Comprehensive Plan, or portion thereof, adopted by the Board of Commissioners.

Statement by Applicant: Please see the response attached.

Staff Comment:

The Zoning Ordinance also imposes the following specific requirements on the use requested by the applicant. The applicant should be prepared to demonstrate that, if the land is used in a manner consistent with the plans, specifications, and other information presented to the Board, the proposed use will comply with each of the following specific requirements:

A response to each Ordinance provision is attached.

I, the applicant, understand that as part of the application process it will be necessary for the Planning Department to come on or near my property. Any code violations found therein will be dealt with accordingly as part of the process.

Thomas H. Johnson, Jr.	Patrick N. Starnes
Applicant Name	Property Owner Name
301 Fayetteville St., Ste. 1700	4548 Grace Chapel Rd.
Applicant Street Address	Property Owner Street Address
Raleigh NC 27601	Granite Falls NC 28630
City State Zip	City State Zip
(919) 981-4006	828-396-1702
Applicant Contact Phone Number(s)	Property Owner Contact Phone Number(s)
tjohnson@williamsmullen.com	pstarnes@gcfdnc.com
Applicant E-Mail	Property Owner E-Mail
Thomas H. Johnson, Jr.	Patrick N Starnes Pres.
Applicant Signature	Property Owner Signature

I certify that I have full authority to act on behalf of the owner and that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief.

By signing, I authorize Thomas H. Johnson, Jr. (Applicant) as my representative to request the land development approval on the real property listed in this application, and give full and complete permission for the Applicant to act on my behalf.

OFFICIAL USE ONLY:

Date Received: PB Meeting Date: Comm Meeting Date:

Advertised On: and Property Posted: Final Action:

Exhibit 2
Zoning Drawings

TowerCo

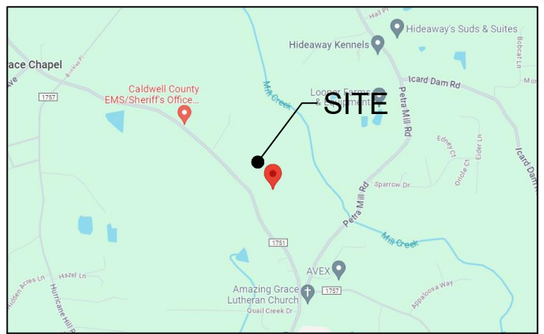
verizon

8921 RESEARCH DRIVE
CHARLOTTE, NC 28262

BRINKLEY

SITE ADDRESS (E-911 TBD)

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
LATITUDE: 35° 48' 54.95" N
LONGITUDE: 81° 21' 53.38" W
TAX/PIN #: 2795-99-0822
ZONING: RA-20
TOWERCO SITE ID: NC0306



VICINITY MAP

DRIVING DIRECTIONS

PARENT PARCEL:
08107-2-2A

ZONING:
RA-20

JURISDICTION:
CALDWELLCOUNTY

STATE:
NORTH CAROLINA

TOWER TYPE:
MONOPOLE

TOWER HEIGHT:
190' (195' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:
1 PROPOSED, 3 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

PROJECT SUMMARY

DEVELOPER
TOWERCO 2013 LLC
5000 VALLEYSTONE DR #200
CARY, NC 27519
ATTN: BOB EVANS
PHONE: (412) 215-3125

POWER COMPANY
BLUE RIDGE ENERGY
PHONE: 1-(800) 451-5474
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER
GRACE CHAPEL VOL FIRE DEPT INC
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
PHONE: (828) 474-9132
ATTN.: TRAVIS DAVENPORT

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST, SUITE 600
RALEIGH, NC 27601
PHONE: (919) 653-2942
ATTN.: AVERY V. FANN, P.E.

CONTACTS

SHEET INDEX

SHEET NO.	SHEET TITLE
T1	COVER SHEET
-	SITE SURVEY (SHEET 1 OF 4)
-	SITE SURVEY (SHEET 2 OF 4)
-	SITE SURVEY (SHEET 3 OF 4)
-	SITE SURVEY (SHEET 4 OF 4)
N1	GENERAL NOTES
C0	1-24,000 QUADRANGLE
C1	OVERALL PARCEL PLAN
C2	SITE PLAN
C3	FENCE, GATE, AND COMPOUND DETAILS
C4	SITE SIGNAGE DETAILS
C5	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING PLAN

CALDWELL COUNTY PLANNING & DEVELOPMENT
2345 MORGANTON BLVD SW
LENOIR, NC 28645
PHONE: (828) 426-8354
ATTN.: SHELLY STEVENS - PLANNING DIRECTOR

PERMIT INFORMATION

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2	04/17/24	ZONING	AVF
1	04/08/24	ZONING	AVF
0	01/15/24	ZONING	AVF

LICENSER:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042705 AVERY V. FANN

04/17/2024

KHA PROJECT NUMBER:
012628093

DRAWN BY: KRB CHECKED BY: KRM

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

k:\rdl_wireless\TowerCo\2023 vzw bts\nc0306 brinkley\CAD\ZD\NC0306.dwg ---- 04/17/24 10:58 AM by: Robert.Giesen

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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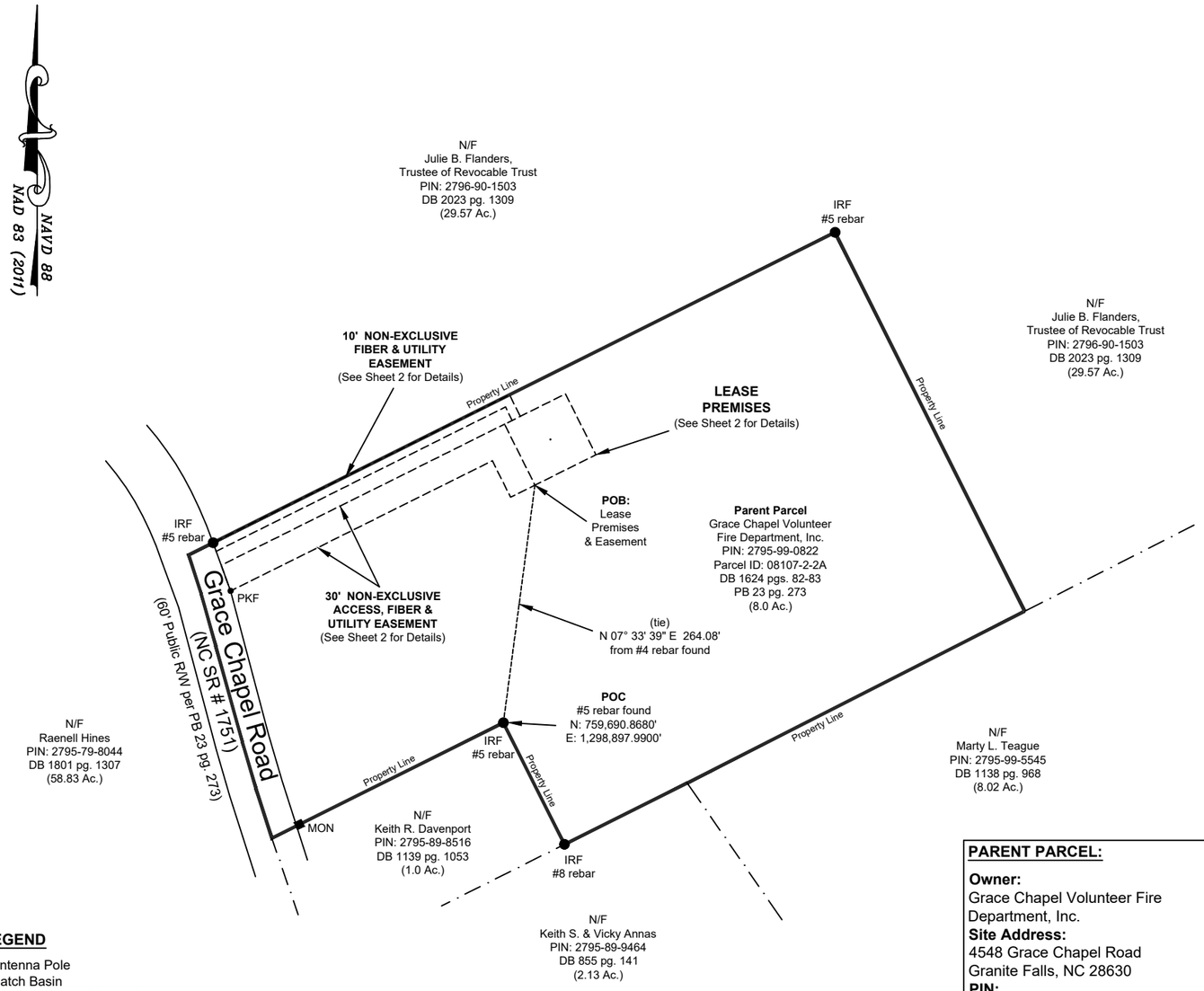


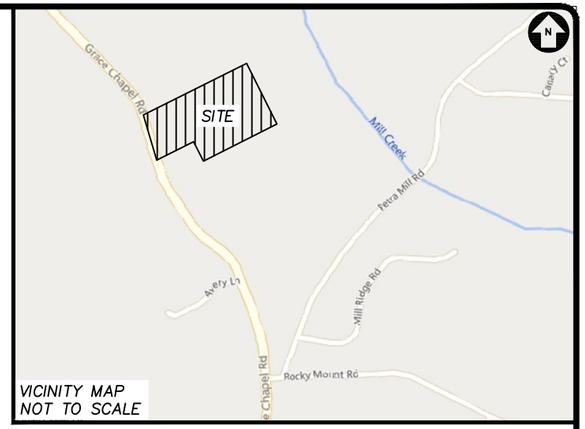
LEGEND

AP = Antenna Pole
CB = Catch Basin
CO = Sanitary Sewer Cleanout
DB = Deed Book
DI = Drop Inlet
FH = Fire Hydrant
FO = Fiber Optic
GV = Gas Valve
GW = Guy Wire
HH = Handhole
IPF = Iron Pipe Found (as noted)
IRF = Iron Rebar Found (as noted)
LP = Light Pole
MB = Miscellaneous Book
MON = 4"X4" Concrete R/W Monument
PB = Plat Book
PC = Plat Cabinet
PG = Page
PKF = PK Nail Found
POB = Point of Beginning
POC = Point of Commencement
R/W = Right-of-Way
TBM = Temporary Benchmark
TP = Telephone Pedestal
UP = Utility Pole
WM = Water Meter
WV = Water Valve

North Carolina 811 www.nc811.org

GENERAL NOTES

1. This Specific Purpose Survey is for the Lease Premises and Easements Only. This Specific Purpose Survey was prepared for the exclusive use of TowerCo and exclusively for the transferal of the Lease Premises and the Rights of Easement shown hereon. Boundary information shown hereon has been compiled from tax maps and deed descriptions only. No boundary survey of the Parent Parcel was preformed.
2. This drawing does not represent a boundary survey.
3. The Specific Purpose Survey was prepared with the benefit of a title report which may reveal additional conveyances, easements, or rights-of-way not shown hereon.
4. Survey equipment used for angular & linear measurements: Trimble S5 Robotic Total Station.
5. The 1' contours and spot elevations shown on the Specific Purpose Survey are adjusted to NAVD 88 Datum (computed using GEOID 18) and have a vertical accuracy of +/- 0.5'. Contours outside the immediate site area are approximate.
6. Bearings shown on this Specific Purpose Survey are based on Grid North (NAD83).
7. Per FEMA Floodplain Maps, this site is located in an area designated as Zone X (Areas of Minimal Flood Hazard). Community Panel #: 2795
FIRM Map #: 3710279500J Dated July 07th, 2009.
8. No wetland areas have been investigated by this Specific Purpose Survey.
9. All zoning information should be verified with Caldwell County Zoning Officials.
10. Any underground utilities shown have been located from above ground field survey information. The Surveyor makes no guarantees that any underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that any underground utilities shown are in the exact location indicated although they are located as accurately as possible from information available. The Surveyor has not physically located and underground utilities.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATION:

I, Neal H. O'Connor, Jr., do hereby certify that this map was drawn under my supervision from an actual GPS/conventional field survey made under my supervision, and accurately depicts the locations of this site as surveyed in the field and is not intended to represent a Boundary Survey of the Property or Properties shown hereon. This survey is for Informational purposes only.

January 5th, 2024

Neal H. O'Connor, Jr. Date
NCPLS # L-4005

NORTH CAROLINA PROFESSIONAL SEAL L-4005 LAND SURVEYOR NEAL H. O'CONNOR, JR. January 5th, 2024

PARENT PARCEL:

Owner:
Grace Chapel Volunteer Fire Department, Inc.
Site Address:
4548 Grace Chapel Road
Granite Falls, NC 28630
PIN:
2795-99-0822
Parcel ID:
08107-2-2A
Area:
8.0 Acres
Zoning:
RA-20 (Residential and Agricultural)
References:
DB 1624 pgs. 82-83
PB 23 pg. 273

POSITIONAL ACCURACY:

Class of Survey: Class "A"
Positional Accuracy: <0.10'
GPS Procedure: NCGS Network RTK using a Trimble SPS985 GPS Rover with TSC3 Controller
Datum/Epoch: NAD83 (NSRS2011) / NAVD 88
Public/Fixed Control: NC VRS Network
Geoid Model: Geoid18 (CONUS)
Combined Grid Factor: 0.99986687
Units: US Survey Feet
Date of Survey: November 7th, 2023

GRAPHIC SCALE
75 0 75 150 300
(IN FEET)
1 inch = 150 ft.

LINETYPE LEGEND

= Lease Premises & 30' Easement
= Parcel Line
= Fence Line
= Curb & Gutter
= Fiber Optic Line
= Right of Way Line
= Overhead Electric Power Line
= Branch Line (Property)

HATCH LEGEND

= Concrete
= Brick Walkway
= Grass
= Wall

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PREPARED FOR
TowerCo

Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

SPECIFIC PURPOSE SURVEY:

NC0306 Brinkley

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
DATE OF SURVEY: NOVEMBER 7TH, 2023

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DESIGN AND ENGINEERING SERVICES
Creatively Inspired - Technically Executed
License: # P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

SPECIFIC PURPOSE SURVEY

TOWER LEASE PREMISES SITE
SHEET 1 OF 4

(Not Valid without all Sheets)

SITE INFORMATION:

Lease Premises:
5,625.00 Square Feet (0.129 Acres)
Latitude at center of Lease Premises:
N 35° 48' 54.947"(NAD83)(35.815263 N)
Longitude at center of Lease Premises:
W 81° 21' 53.378"(NAD83)(-81.364827 W)

Elevation at center of Lease Premises:
1128.56' A.M.S.L.

LINETYPE LEGEND

= Right of Way Line
= Lease Premises & Easements
= Parcel Line
= Temporay Construction Esmt.
= Fence Line
=Curb & Gutter
= Fiber Optic Line
= Water Line
= Overhead Electric Power Line
= Underground Electric Line
= Calculated Point
= Edge of Wood Line

NAD 83 (2011)
NAVD 88

N/F
Julie B. Flanders,
Trustee of Revocable Trust
PIN: 2796-90-1503
DB 2023 pg. 1309
(29.57 Ac.)

10' NON-EXCLUSIVE FIBER & UTILITY EASEMENT
(Rights to be Acquired)

15" CMP
I.E. = 1130.08'

IRF
#5 rebar

12" CPP
I.E. = 1121.52'

LEASE PREMISES
(Rights to be Acquired)

N/F
Raenell Hines
PIN: 2795-79-8044
DB 1801 pg. 1307
(58.83 Ac.)

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N63°32'16"E	9.30'
L2	N26°27'44"W	16.56'
L3	S26°27'44"E	26.57'
L4	S63°32'16"W	10.00'

LEGEND

AP = Antenna Pole
BOL = Bollard
CB = Catch Basin
CPP = Corrugated Plastic Pipe
DI = Drop Inlet
FH = Fire Hydrant
FO = Fiber Optic
GV = Gas Valve
GW = Guy Wire
ICV = Irrigation Control Valve
IPF = Iron Pipe Found (as noted)
IRF = Iron Rebar Found (as noted)
LP = Light Pole
MB = Mail Book
MON = 4"X4" Concrete R/W Monument
PB = Plat Book
PG = Page
PKF = PK Nail Found
POB = Point of Beginning
POC = Point of Commencement
R/W = Right-of-Way
TBM = Temporary Benchmark
TP = Telephone Pedestal
UP = Utility Pole
WM = Water Meter
WV = Water Valve

Grace Chapel Road
(NC SR # 1751)
(60' Public R/W per PB 23 pg. 273)

R/W Line
Property Line
R/W Line
R/W Line
Property Line
R/W Line

N20°00'11"W 10.07'
N20°00'11"W 30.19'
N63°28'49"E 365.10'
10.00'
S63°28'49"W 356.23'
N63°32'16"E 348.77'
S63°32'16"W 322.16'
N63°32'16"E 75.00'
S26°27'44"W 75.00'
N26°27'44"W 45.00'
S26°27'44"E 75.00'
S63°32'16"W 75.00'
S63°32'16"W 30.00'

FH
sign
back of curb
curb cut
curb cut
BOL FH BOL
PKF
MB
15" CMP
I.E. = 1129.75'
12" CPP
I.E. = 1128.70'
POB:
10' Easement
POB:
Lease
Premises
& Easement
BOL BOL
UG
tank
BOL BOL
(tie)
N 07° 33' 39" E 264.08'
from #4 rebar found
POC
#5 rebar found
N: 759,690.8680'
E: 1,298,897.9900'

30' NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT
(Rights to be Acquired)

Parent Parcel
Grace Chapel Volunteer
Fire Department, Inc.
PIN: 2795-99-0822
Parcel ID: 08107-2-2A
DB 1624 pgs. 82-83
PB 23 pg. 273
(8.0 Ac.)

1-Story
Brick Fire
Station

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 40 ft.

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PREPARED FOR
TowerCo

Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

SPECIFIC PURPOSE SURVEY:

NC0306 Brinkley

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
DATE OF SURVEY: NOVEMBER 7TH, 2023

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www.summitde.net

SPECIFIC PURPOSE SURVEY

TOWER LEASE
PREMISES SITE
SHEET 2 OF 4

(Not Valid without all Sheets)

PARENT PARCEL:

Property located in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina.

All that certain piece, parcel or tract of land lying and being situated on the east–side of Grace Chapel Road (NC SR# 1751), 0.38 miles north of the intersection with Rocky Mount Road in Caldwell County, North Carolina, containing seventy–one and 91/100 Acres (71.91 Acres), more or less, and being the same property conveyed to Grace Chapel Volunteer Fire department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds.

TAX PARCEL ID NUMBER: 934059195300

LEASE PREMISES

All that tract or parcel of land lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie–line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the 30–foot wide Non–Exclusive Access, Fiber & Utility Easement and the TRUE POINT OF BEGINNING for the Lease Premises; thence N 26° 27' 44" W 75.00 feet to a point; thence N 63° 32' 16" E 75.00 feet to a point; thence S 26° 27' 44" E 75.00 feet to a point; thence S 63° 32' 16" W 75.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.129 Acres (5,625.00 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for TowerCo.

30' NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT

Together with a 30–foot wide Non–Exclusive Access, Fiber & Utility Easement lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie–line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the Lease Premises and the TRUE POINT OF BEGINNING for the 30–foot wide Non–Exclusive Access, Fiber & Utility Easement; thence S 63° 32' 16" W 30.00 feet to a point; thence N 26° 27' 44" W 45.00 feet to a point; thence S 63° 32' 16" W 322.16 feet to a PK Nail found at the Right of Way of Grace Chapel Road (Having a 60' Public Right of Way); thence with said Right of Way N 20° 00' 11" W 30.19 feet to a point; thence leaving said Right of Way N 63° 32' 16" E 348.77 feet to a point; thence S 26° 27' 44" E 75.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.272 Acres (11,863.93 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for TowerCo.

10' NON-EXCLUSIVE FIBER & UTILITY EASEMENT

Together with a 10–foot wide Non–Exclusive Fiber & Utility Easement lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie–line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the Lease Premises and the 30–foot wide Non–Exclusive Access, Fiber & Utility Easement; thence with said Lessee Premises N 26° 27' 44" W 75.00 feet to a point; thence N 63° 32' 16" E 9.30 feet to a point being the TRUE POINT OF BEGINNING for the 10–foot wide Non–Exclusive Fiber & Utility Easement; thence leaving said Lessee Premises N 26° 27' 44" W 16.56 feet to a point; thence S 63° 28' 49" W 356.23 feet to a point at the eastern Right of Way of Grace Chapel Road (Having a 60' Public Right of Way); thence with said Right of Way N 20° 00' 11" W 10.07 feet to an existing #5 rebar found at the property of Julie B. Flanders, Trustee of Revocable Trust as described in Deed Book 2023 page 1309; thence leaving said Right of Way with said Flanders property N 63° 28' 49" E 365.10 feet to a point; thence leaving said Flanders property S 26° 27' 44" E 26.57 feet to a point at the Lessee Premises; thence with said Lessee Premises S 63° 32' 16" W 10.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.088 Acres (3,822.35 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for TowerCo.

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PREPARED FOR
TowerCo

Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

SPECIFIC PURPOSE SURVEY:

NC0306 Brinkley

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
DATE OF SURVEY: NOVEMBER 7TH, 2023

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www.summitde.net

SPECIFIC PURPOSE SURVEY

TOWER LEASE PREMISES SITE
SHEET 3 OF 4

(Not Valid without all Sheets)

TITLE EXCEPTIONS:

This survey was made with the aid of Title work prepared by U.S. Title Solutions, report date of 04/28/2023, examined from 08/05/1924 to 04/14/2023, being File No. UST75131 and Reference No. NC0306, for the Parent Parcel to determine the impacts of existing title exceptions listed below:

1. MORTGAGES, DEEDS OF TRUST AND UCCs

Mortgages, Deeds of Trust and/or UCCs found of record within period searched are set forth on Schedule IV of referenced Title Commitment.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

4.1 Utility Easement by Grace Chapel Vol. Fire Dept. INC to Blue Ridge Electric Membership Corporation, Dated November 18, 2011, Recorded November 30, 2011, in Book 1781, Page 1517.
Notes: Easement and Right of Way to Maintain Utility Easement.

[Easement describes a 20' wide & centered, right of way for electrical service and maintenance, deed description is Blanket in Nature and not plottable.]

4.2 Easement by W.S. Bumgarner and Mrs. W.S. Bumgarner, his wife to Caldwell Mutual Corporation, Dated March 09, 1937, Recorded December 05, 1938, in Book 176, Page 321.
Notes: Easement of maintenance.

[Easement describes an Ingress–Egress easement across a 97 Acre tract owned by W.S. & Mrs. W.S. Bumgarner for Caldwell Mutual Corporation, with no easement width or plottable descriptions.]

4.3 Easement as in Deed Book 125, Page 93, Deed Book 749, Page 615 and Deed Book 160, Page 4.

[Easements describe a 16' roadway on the northwestern–side of Grace Chapel Road and does not affect the Parent Parcel.]

5. OTHER RECORDED DOCUMENTS

5.1 Plat Dated November 14, 2006, Recorded December 21, 2006, in Book 23, Page 273.

[Plat describes the Parent Parcel.]

6. OTHER UNRECORDED DOCUMENTS

6.1 Property Card

[Property Card describes the Parent Parcel as shown.]

6.2 Tax Map

[Tax Map describes the Parent Parcel as shown.]

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DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF LICENSED ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT, OR LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY. ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS OR HER SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

PREPARED FOR
TowerCo

Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

SPECIFIC PURPOSE SURVEY:

NC0306 Brinkley

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
DATE OF SURVEY: NOVEMBER 7TH, 2023

SUMMIT
DESIGN AND ENGINEERING SERVICES
Creatively Inspired - Technically Executed

License: # P-0339
320 Executive Court
Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

SPECIFIC PURPOSE SURVEY

TOWER LEASE
PREMISES SITE
SHEET 4 OF 4

(Not Valid without all Sheets)

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 WIRELESS SPECIFICATIONS, THE TOWERCO 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 TOWERCO 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 TOWERCO PROJECT MANAGER.

1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER TOWERCO PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C4.

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM

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LICENSER:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042705 AVERY V. FANN

04/17/2024

KHA PROJECT NUMBER:
012628093

DRAWN BY: CHECKED BY:

KRB	KRM

SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1

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TowerCo

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KHA PROJECT NUMBER:
012628093

DRAWN BY: CHECKED BY:

KRB	KRM

SHEET TITLE:
1-24,000 QUADRANGLE

SHEET NUMBER:
C0

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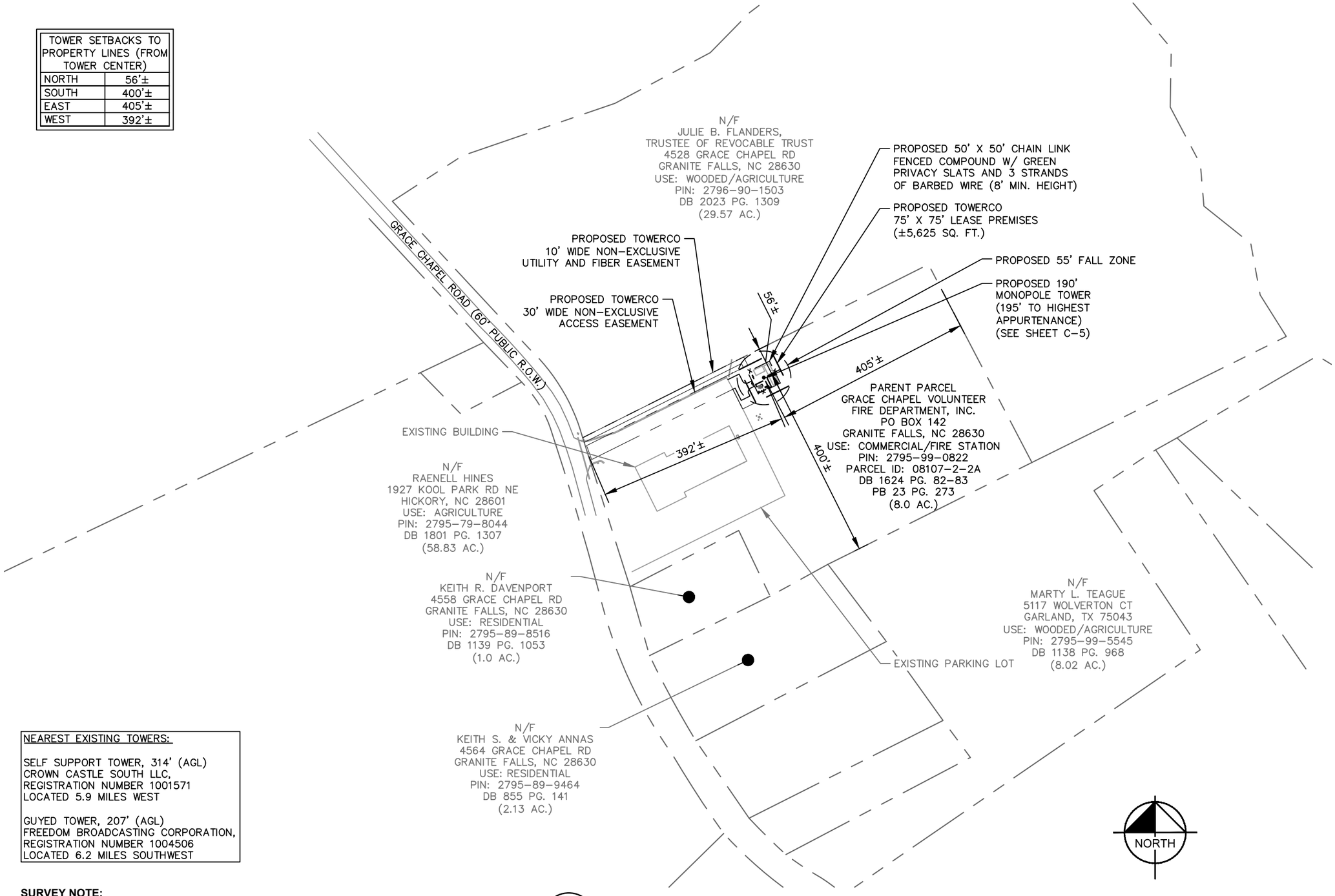
TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	56'±
SOUTH	400'±
EAST	405'±
WEST	392'±



NEAREST EXISTING TOWERS:

SELF SUPPORT TOWER, 314' (AGL)
CROWN CASTLE SOUTH LLC,
REGISTRATION NUMBER 1001571
LOCATED 5.9 MILES WEST

GUYED TOWER, 207' (AGL)
FREEDOM BROADCASTING CORPORATION,
REGISTRATION NUMBER 1004506
LOCATED 6.2 MILES SOUTHWEST

SURVEY NOTE:

1. TOWERCO 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 SUMMIT DESIGN AND ENGINEERING SERVICES DATED 01/05/24 AND SITE VISIT DATED 11/07/23.

1/C1 OVERALL PARCEL PLAN

SCALE: 1" = 200'

0 100 200 400

GRAPHIC SCALE: 1" = 200'

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

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LICENSER:

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 042705 AVERY V. FANN
04/17/2024

KHA PROJECT NUMBER:
012628093

DRAWN BY: KRB CHECKED BY: KRM

SHEET TITLE:
OVERALL PARCEL PLAN

SHEET NUMBER:
C1

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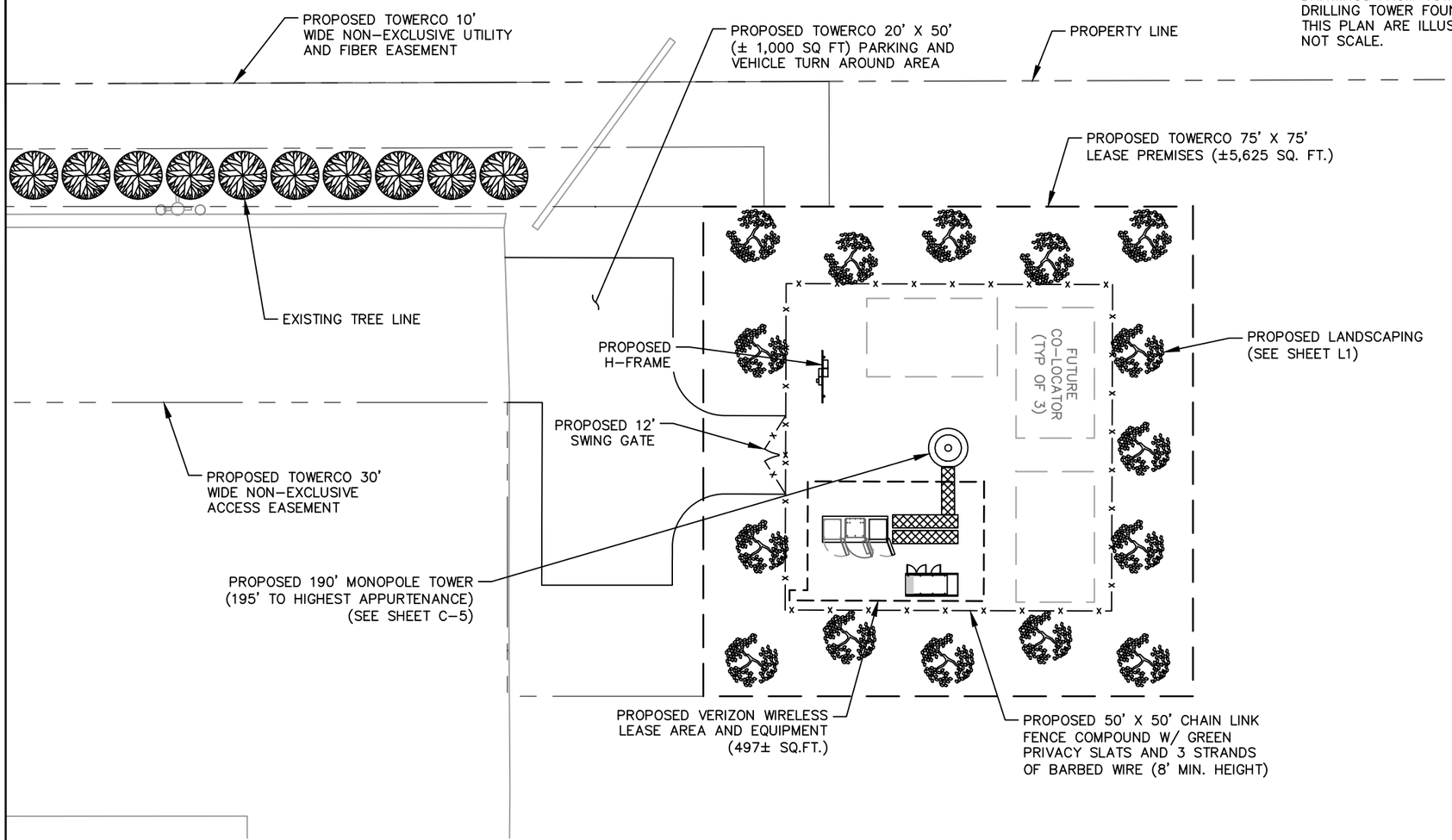
SITE NOTES:

1. TOWERCO 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 SUMMIT DESIGN AND ENGINEERING SERVICES DATED 01/05/24 AND SITE VISIT DATED 11/07/23.
3. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM TOWERCO CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.



1 / C2 SITE PLAN

SCALE: 1" = 20'

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

PLANS PREPARED BY:

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LICENSER:

NORTH CAROLINA REGISTERED PROFESSIONAL SEAL 042705 ENGINEER AVERY V. FANN

04/17/2024

KHA PROJECT NUMBER:
012628093

DRAWN BY: KRB CHECKED BY: KRM

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C2

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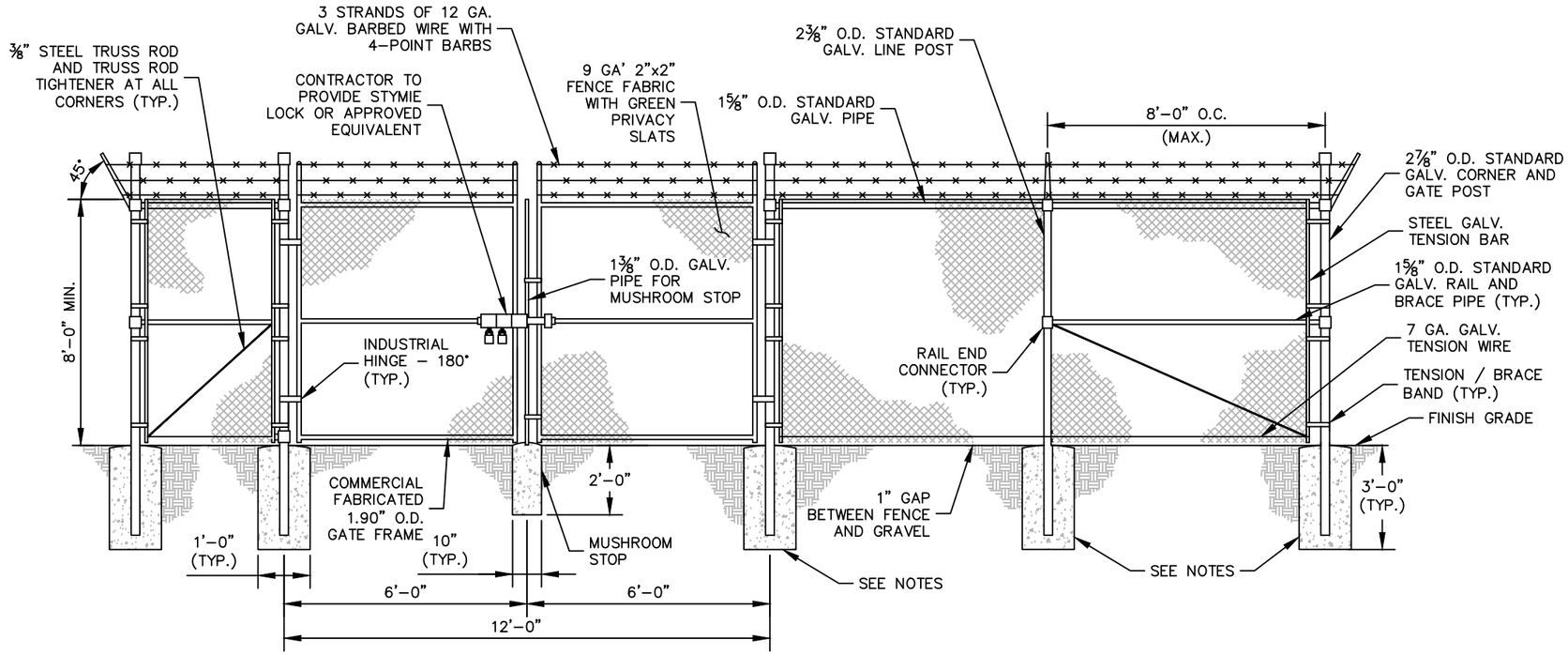
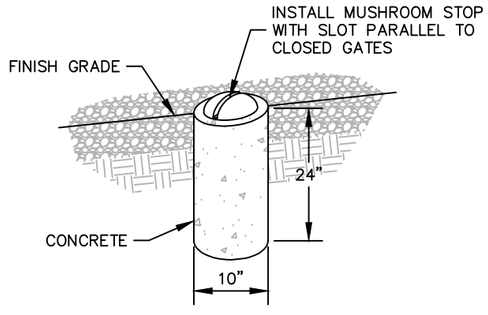
FENCE NOTES:

1. USE 4,500–PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON–SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.
9. CONTRACTOR TO INSTALL GREEN PRIVACY SLATS TO SCREEN THE COMPOUND.



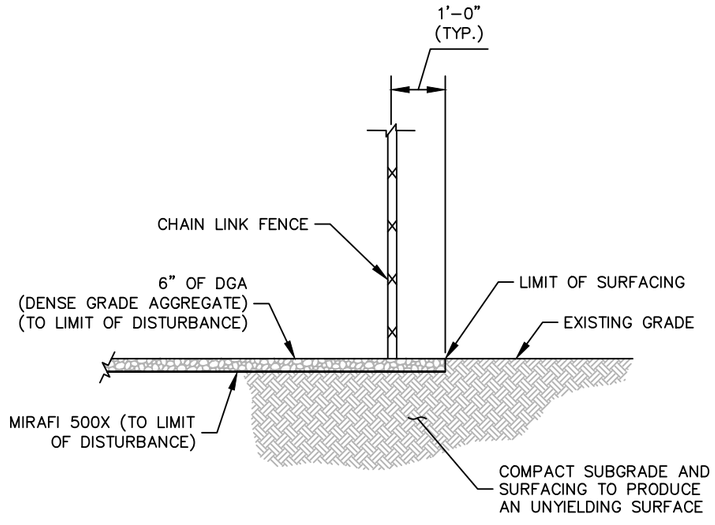
1/C3 CHAIN LINK FENCE AND GATE ELEVATION

NOT TO SCALE



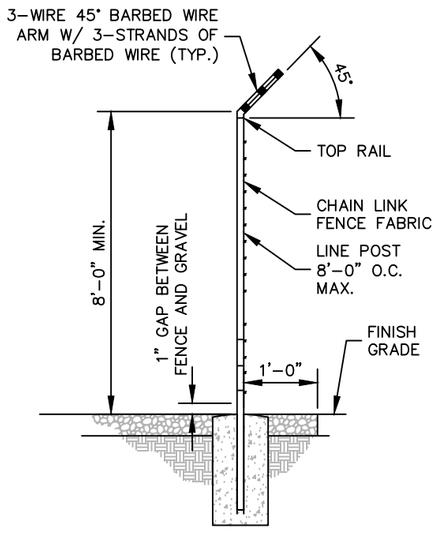
2/C3 MUSHROOM STOP

NOT TO SCALE



3/C3 SITE COMPOUND SURFACE DETAIL

NOT TO SCALE



4/C3 SECTION AT FENCE

NOT TO SCALE

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
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WWW.KIMLEY–HORN.COM

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LICENSER:

NORTH CAROLINA REGISTERED LANDSCAPE ARCHITECT SEAL 042705 ENGINEER AVERY V. FANN

04/17/2024

KHA PROJECT NUMBER: 012628093

DRAWN BY: KRB CHECKED BY: KRM

SHEET TITLE:

FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:

C3

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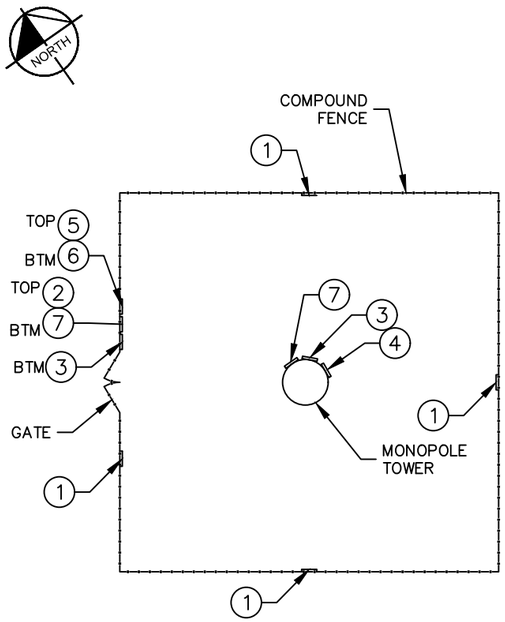


NOTE: SEE TYPICAL SIGNS AND SPECIFICATIONS DETAIL ON THIS SHEET FOR SIGN DESIGNATIONS.

1 C4 SIGN PLACEMENT PLAN VIEW

NOT TO SCALE



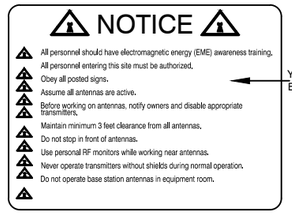
① NO-TRESPASSING SIGN

18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)



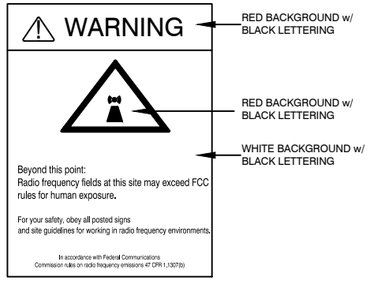
② TOWERCO - SITE ID SIGN

12" HIGH X 24" WIDE
(OPERATIONS PROVIDED)



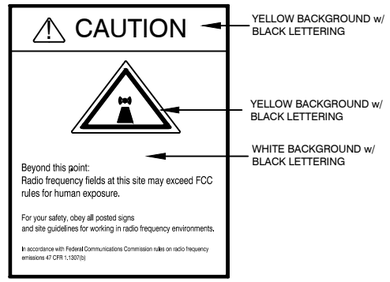
③ NOTICE-RFE SIGN

12" HIGH X 18" WIDE
(OPERATIONS PROVIDED)



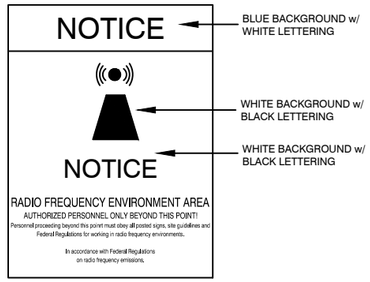
④ WARNING-RF SIGN (RED)

12" WIDE X 18" HIGH



⑤ CAUTION-RF SIGN (YELLOW)

12" WIDE X 18" HIGH



⑥ NOTICE-RF SIGN (BLUE)

12" WIDE X 18" HIGH

⑦ FCC REGISTRATION SIGN

20 WIDE X 4" HIGH

2 C4 TYPICAL SIGNS AND SPECIFICATIONS

NOT TO SCALE

3 C4 SIGN PLACEMENT FRONT GATE VIEW

NOT TO SCALE

SIGNAGE NOTES:

1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

PLANS PREPARED BY:

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LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 042705 ENGINEER AVERY V. FANN
04/17/2024

KHA PROJECT NUMBER:
012628093

DRAWN BY: KRB | CHECKED BY: KRM

SHEET TITLE:
SITE SIGNAGE DETAILS

SHEET NUMBER:
C4

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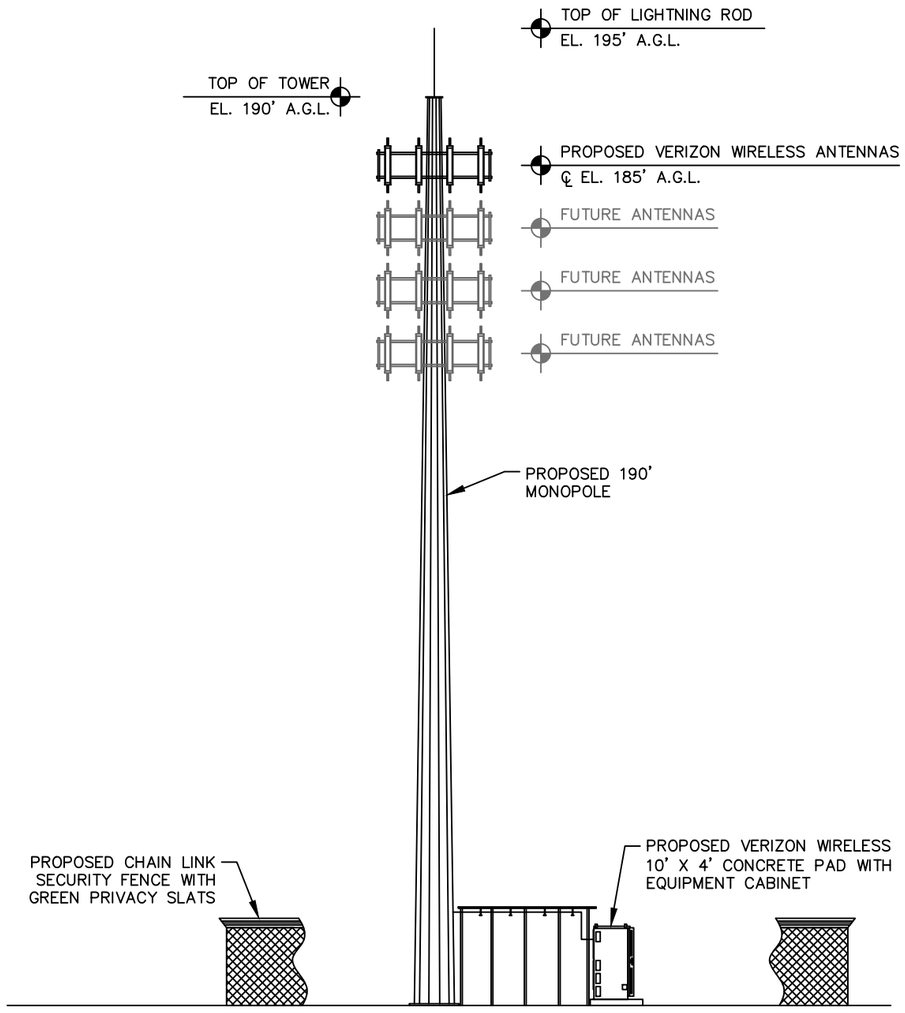

1/C5 MONOPOLE TOWER ELEVATION

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. PROPOSED TOWER WILL BE GALVANIZED STEEL–GRAY IN COLOR.
4. TOWER WILL NOT BE ILLUMINATED AS LONG AS IT COMPORTS WITH THE AIRSPACE ANALYSIS.

TowerCo

PROJECT INFORMATION:

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SITE #: NC0306
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

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012628093

DRAWN BY: KRB CHECKED BY: KRM

SHEET TITLE:
ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER:
C5

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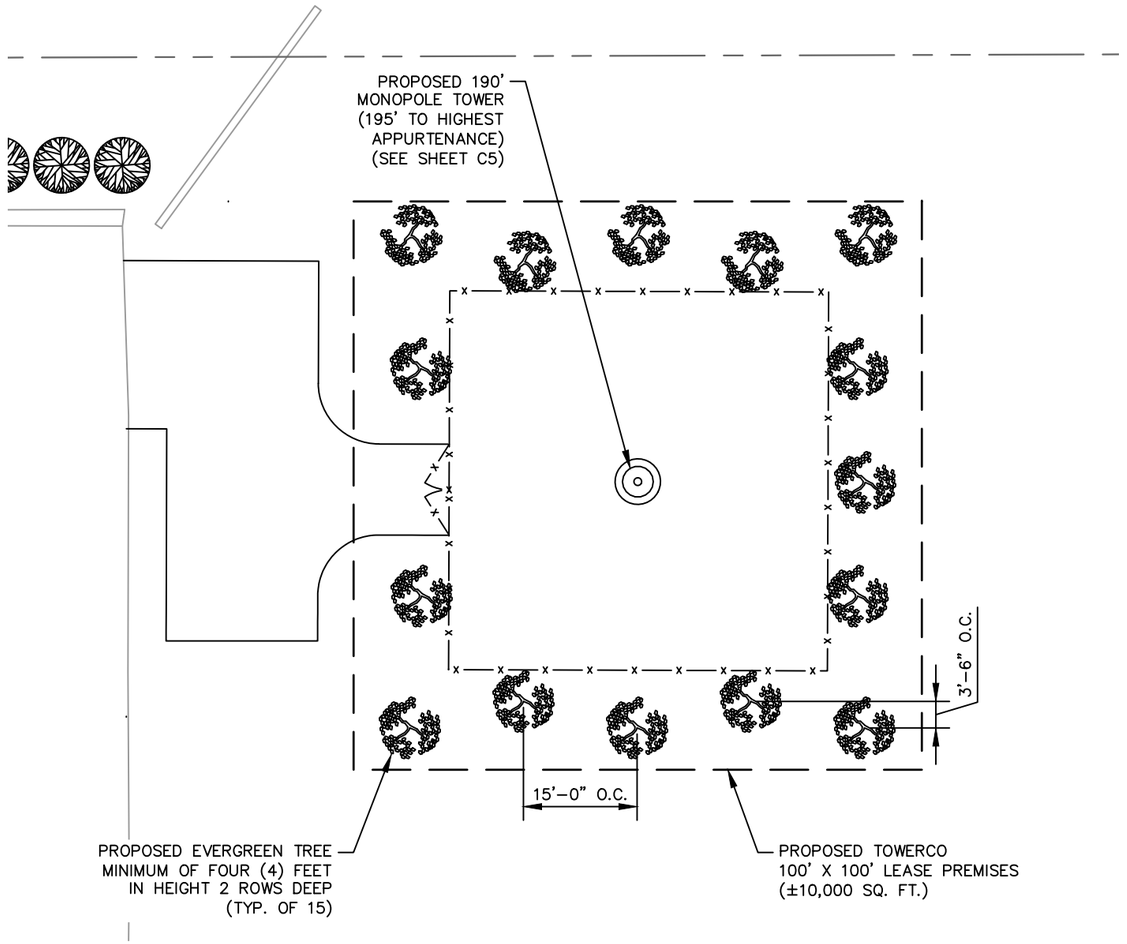

1 / L1 LANDSCAPING PLAN

SCALE: 1" = 20'

NORTH

0 10 20 40

GRAPHIC SCALE: 1" = 20'

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.

LEGEND	
	LELAND CYPRESS

PLANTING LIST			
SYMBOL	QTY.	NAME	SPACING
	15	LELAND CYPRESS	15'-0" O.C.

TowerCo

PROJECT INFORMATION:

SITE NAME:
BRINKLEY
SITE #: NC0278
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

PLANS PREPARED BY:

Kimley»Horn
421 FAYETTEVILLE STREET, SUITE 600
RALEIGH, NC 27601
PHONE: 919-677-2000
WWW.KIMLEY-HORN.COM

REV: DATE: ISSUED FOR: BY:

8			
7			
6			
5			
4			
3			
2	04/17/24	ZONING	AVF
1	04/08/24	ZONING	AVF
0	01/15/24	ZONING	AVF

LICENSER:

NORTH CAROLINA PROFESSIONAL SEAL 042705 ENGINEER AVERY V. FANN
04/17/2024

KHA PROJECT NUMBER:
012628093

DRAWN BY: KRB CHECKED BY: KRM

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER:
L1

k:\rdl_wireless\TowerCo\2023 vzw bts\nc0306 brinkley\CAD\ZD\NC0306.dwg ---- 04/17/24 10:59 AM by: Robert.Giesen

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

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Exhibit 3
Certification Statements

Certification Statements

The undersigned representative of Towerco 2013 LLC ("***TowerCo***"), with respect to the application for a Special Use Permit for a one hundred ninety-five foot (195') wireless telecommunication tower being proposed by TowerCo to be constructed at the Grace Chapel Volunteer Fire Department 4548 Grace Chapel Road, Granite Falls, NC 28630 in Caldwell County, North Carolina (the "***Tower***"), hereby certifies:

1. The Tower will meet or exceed the current standards and regulations of the Federal Aviation Administration (the "***FAA***"), the Federal Communications Commission (the "***FCC***"), and any other state or federal government agency with the authority to regulate towers and antennas.
2. The Tower will comply with the Federal Communications Act 47 U.S.C. § 332, as amended, and the applicable rules promulgated by the Federal Communications Act.
3. The Tower, including access roads, will be maintained in a safe manner and in compliance with all requirements of the Caldwell County Zoning Code, as well as all applicable County, State and Federal laws, rules and regulations.
4. The Tower will comply with all applicable federal regulations regarding interference protection.
5. The Tower will comply with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating measurements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference.
6. The Tower will be designed to meet or exceed current American National Standards Institute ("***ANSI***") standards as adopted by the FCC and will provide sealed drawings to that effect.
7. The Tower will comply with "Good Engineering Practices" as defined by the FCC in its rules and regulations.
8. The Tower will be designed to comply with the safety standards contained in the Electronics Industries Association/Telecommunications Industries Association ("***EIA/FIA***") document 222, or current standard, "Structural Standards for Steel Antenna Towers and Supporting Structures," or current standard, as amended. TowerCo will provide drawings produced by a Registered North Carolina Professional Engineer to that effect at the time of building permit.
9. TowerCo certifies that radio frequency emissions from the antenna array(s), both individually and cumulatively, will comply with FCC standards.
10. The Tower will be designed to have sufficient structural integrity to accommodate the collocation of antennas and will be designed to accommodate four (4) antenna arrays.

11. TowerCo certifies that the submitted search ring is the same search ring utilized in the selection of the site.
12. TowerCo certifies that all utilities will be installed underground and in compliance with all laws, ordinances, rules and regulations of the county, including, but not limited to, the National Electrical Safety Code and the National Electrical Code.
13. TowerCo certifies that the seventy-five foot (75') siren structure located at the Fire Department does not have the structural capacity or height to meet the objectives of the carrier and further certifies that the County Emergency Management System may collocate its communication equipment and the fire department siren on the tower at no cost to Caldwell County, subject to a mutually agreed upon height.

[Signature Page to Follow]

Certification Statements
[Signature Page]

Towerco 2013 LLC

By: _____

Name: Carrie Lynn Fazzolari (print)

Title: National Director of Zoning (print)

Date: 01/22/2024

Exhibit 4
Facility Maintenance/Removal Pledge

Facility Maintenance/Removal Agreement

The undersigned representative of Towerco 2013 LLC ("***TowerCo***"), with respect to the application for a Special Use Permit for a wireless telecommunication tower being proposed by TowerCo to be constructed at 4548 Grace Chapel Road, Granite Falls, NC 28630 in Caldwell County, North Carolina (the "***proposed Tower***"), hereby acknowledges that:

1. TowerCo and TowerCo's successors-in-interest shall be bound to properly maintain the exterior appearance of and ultimately remove the proposed Tower in compliance with the provisions of the Zoning Ordinance and any conditions of approval.

2. TowerCo shall reimburse the County for all costs for monitoring compliance with, and enforcement of, this Facility Maintenance/Removal Agreement (this "***Agreement***") and to reimburse the County for all costs incurred to perform any work required of TowerCo by this Agreement that TowerCo fails to perform. Such costs shall include, but not be limited to administrative and job supervision costs.

3. TowerCo authorizes the County and/or its agents to enter onto the property and to undertake such work so long as the Zoning Administrator has first provided TowerCo with the following written notices at TowerCo's address of 5000 Valleystone Drive, #200, Cary, NC 27519:

    a. An initial compliance request identifying the work needed to comply with the agreement and providing the TowerCo at least thirty (30) days to complete the work; and

    b. A follow-up notice of default specifying TowerCo's failure to comply with the work within the time period specified and indicating the County's intent to commence the required work within ten (10) days.

4. All abandoned or unused wireless telecommunication facilities located above ground (not including any part of the foundation) that are not removed within ninety (90) days of the cessation of operations may be removed.

5. These acknowledgments are made in addition to TowerCo's certification statements attached to the Special Use Permit application.

Facility Maintenance/Removal Agreement
[Signature Page]

TowerCo 2013 LLC



By: _____
Name: Carrie Lynn Fazzolari (print)
Title: National Director of Zoning (print)
Date: 01-31-2024

Exhibit 5
Photographic Simulations


Terracon
Proposed Tower Location
1
2
3
4
PHOTOGRAPHIC LOCATION MAP
NC-0306 BRINKLEY
4548 GRACE CHAPEL RD.
GRANITE FALLS, NC

Terracon
Consulting Engineers and Scientists



195' MONOPOLE TOWER SIMULATION

NC-0306 BRINKLEY

4548 GRACE CHAPEL RD.

GRANITE FALLS, NC

As viewed from approximately 500' Southwest of the site near Grace Chapel Rd., looking Northeast toward the site.

Terracon
Consulting Engineers and Scientists



195' MONOPOLE TOWER SIMULATION

NC-0306 BRINKLEY

4548 GRACE CHAPEL RD.

GRANITE FALLS, NC

As viewed from approximately 1,900' Northwest of the site near Grace Chapel Rd., looking Southeast toward the site.

Terracon
Consulting Engineers and Scientists



195' MONOPOLE TOWER SIMULATION

NC-0306 BRINKLEY

4548 GRACE CHAPEL RD.

GRANITE FALLS, NC

As viewed from approximately 2,000' South of the site near the intersection of Grace Chapel Rd. and Rocky Mount Rd., looking North toward the site.



195' MONOPOLE TOWER SIMULATION

NC-0306 BRINKLEY

4548 GRACE CHAPEL RD.

GRANITE FALLS, NC

As viewed from approximately 1,800' East of the site near the intersection of Petra Mill Rd. and Sparrow Dr., looking West toward the site.

Exhibit 6
NIER Letter

Kimley»Horn

April 30, 2024

Jennifer Jack
TowerCo
5000 Valleystone Dr.
Cary, NC 27519

SUBJECT: ***Verizon Wireless "Brinkley", NC NIER report***

This letter documents compliance with FCC regulations for the Verizon Wireless "Brinkley" site located at 4548 Grace Chapel Road in Granite Falls, NC 28630 with LAT/LON coordinates of 35° 48' 54.83" N and 81° 21' 53.74" W. This is a proposed 190' monopole telecommunications tower owned by Verizon Wireless.

The FCC has established guidelines for human exposure to RF emissions in excess of established limits set forth by IEEE and ANSI. Sites with antennae mounted in excess of 50 feet (>15 meters) are generally found to be significantly below these limits. The FCC offers a "categorically excluded" status to some such facilities, and thereby exempts them from routinely having to determine compliance with RF emission standards. The required calculations have been performed in accordance with FCC OET Bulletin 65 and reflect that RF emission levels are well within the set limits.

The supplied information from the tower owner and Verizon Wireless consists of the following:

Service Provider	**Proposed** per sector	
Frequency Band (GHz)	2300-3800	806-2360
Antenna Mfr.	Ericcson	COMMSCOPE
Antenna Model	AIR 6419	NHH-65C-R2B (two per sector)
Antenna Mounting Height	185 Feet	185 Feet
Antenna sectors	3	3
Antenna Gain	23.5 dBi	16.1 dBi
ERP per sector	700 watts	900 watts

The most restrictive limits for radiation exposure have been set at 1.0mW/cm^2 for PCS carriers and 0.6mW/cm^2 for cellular. The "Brinkley" site's cellular equipment power density has been calculated using the provided carrier information in accordance with FCC OET 65 bulletin guidelines and resulted in a net power density of 0.049 mW/cm^2, or less than 10% of the allowable limit.

It should be clearly noted that this letter's primary purpose is to address the exposure to the public (on the ground) and does not attempt to address the exposure levels in the immediate proximity in front of/surrounding the antennae.

In summary, the proposed cellular/PCS carrier equipment will not result in exposure of the public to levels of radio frequency radiation in excess of the levels defined in the FCC rules and regulations.

Sincerely,



Jon Chambers, P.E.
Senior Electrical Engineer

Exhibit 7
FCC Licenses

ULS License

Cellular License - KNKN631 - Cellco Partnership

Call Sign	KNKN631	Radio Service	CL - Cellular
Status	Active	Auth Type	Regular

Market

Market	CMA566 - North Carolina 2 - Yancey	Channel Block	A
Submarket	0	Phase	2

Dates

Grant	09/01/2020	Expiration	10/01/2030
Effective	09/01/2020	Cancellation	

Five Year Buildout Date

03/06/1996

Control Points

3 500 West Dove Road, TARRANT, Southlake,, TX
P: (800)264-6620

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

Contact

Verizon Wireless
Licensing Manager
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
F:(770)797-1036
E:LicensingCompliance@VerizonWireless.com

Ownership and Qualifications

Radio Service Type	Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Demographics

Race

Ethnicity Gender

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
KNLG280	0007639973

Radio Service
CW - PCS Broadband

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
04-04-2017	04-04-2017	04-28-2027	04-05-2017

Market Number	Channel Block	Sub-Market Designator
BTA189	F	0

Market Name
Hickory-Lenoir-Morganton, NC

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
04-28-2002			

Waivers/Conditions:

This authorization is subject to the condition that, in the event that systems using the same frequencies as granted herein are authorized in an adjacent foreign territory (Canada/United States), future coordination of any base station transmitters within 72 km (45 miles) of the United States/Canada border shall be required to eliminate any harmful interference to operations in the adjacent foreign territory and to ensure continuance of equal access to the frequencies by both countries.

This authorization is conditioned upon the full and timely payment of all monies due pursuant to Sections 1.2110 and 24.716 of the Commission's Rules and the terms of the Commission's installment plan as set forth in the Note and Security Agreement executed by the licensee. Failure to comply with this condition will result in the automatic cancellation of this authorization.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select “License Search”. Follow the instructions on how to search for license information.

Licensee Name: CELLCO PARTNERSHIP

Call Sign: KNLG280 **File Number:** 0007639973 **Print Date:** 04-05-2017

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQEE473	
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
12-11-2015	06-07-2018	01-06-2026	

Market Number	Channel Block	Sub-Market Designator
BTA189	C	3

Market Name
Hickory-Lenoir-Morganton, NC

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
01-06-2011			

Waivers/Conditions:

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station islicensed under the prior name.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQEE473 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQEM945	
Radio Service CW - PCS Broadband	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
03-15-2016	11-01-2016	03-08-2026	

Market Number	Channel Block	Sub-Market Designator
BTA189	C	5

Market Name
Hickory-Lenoir-Morganton, NC

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
03-08-2011			

Waivers/Conditions:

Grant of the request to update licensee name is conditioned on it not reflecting an assignment or transfer of control (see Rule 1.948); if an assignment or transfer occurred without proper notification or FCC approval, the grant is void and the station islicensed under the prior name.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQEM945 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQGA716	
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
12-14-2021	12-14-2021	11-29-2036	

Market Number	Channel Block	Sub-Market Designator
REA002	F	25

Market Name
Southeast

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

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FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGA716 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

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Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQGA939	0009774995
Radio Service AW - AWS (1710-1755 MHz and 2110-2155 MHz)	

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
12-21-2021	12-21-2021	11-29-2036	12-21-2021

Market Number	Channel Block	Sub-Market Designator
BEA046	B	0

Market Name
Hickory-Morganton, NC-TN

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date

Waivers/Conditions:

This authorization is conditioned upon the licensee, prior to initiating operations from any base or fixed station, making reasonable efforts to coordinate frequency usage with known co-channel and adjacent channel incumbent federal users operating in the 1710-1755 MHz band whose facilities could be affected by the proposed operations. See, e.g., FCC and NTIA Coordination Procedures in the 1710-1755 MHz Band, Public Notice, FCC 06-50, WTB Docket No. 02-353, rel. April 20, 2006.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

FCC 601-MB
August 2021

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQGA939 **File Number:** 0009774995 **Print Date:** 12-21-2021

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

REFERENCE COPY
This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: CELLCO PARTNERSHIP

ATTN: REGULATORY
CELLCO PARTNERSHIP
5055 NORTH POINT PKWY, NP2NE NETWORK ENGINEERING
ALPHARETTA, GA 30022

Call Sign	File Number
WQJQ690	

Radio Service
WU - 700 MHz Upper Band (Block C)

FCC Registration Number (FRN): 0003290673

Grant Date	Effective Date	Expiration Date	Print Date
10-04-2019	09-05-2023	06-13-2029	

Market Number	Channel Block	Sub-Market Designator
REA002	C	0

Market Name
Southeast

1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date
06-13-2013	06-13-2019		

Waivers/Conditions:

If the facilities authorized herein are used to provide broadcast operations, whether exclusively or in combination with other services, the licensee must seek renewal of the license either within eight years from the commencement of the broadcast service or within the term of the license had the broadcast service not been provided, whichever period is shorter in length. See 47 CFR §27.13(b).

This authorization is conditioned upon compliance with section 27.16 of the Commission's rules

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

This license may not authorize operation throughout the entire geographic area or spectrum identified on the hardcopy version. To view the specific geographic area and spectrum authorized by this license, refer to the Spectrum and Market Area information under the Market Tab of the license record in the Universal Licensing System (ULS). To view the license record, go to the ULS homepage at http://wireless.fcc.gov/uls/index.htm?job=home and select "License Search". Follow the instructions on how to search for license information.

Reference Copy

This authorization is subject to the condition that the station license limits the effective radiated power relative to a dipole (ERPd) antenna to 1238 watts per 10 MHz bandwidth at 333.7 degrees true azimuth bearing for all antennas associated with location no.1 (Lexington, VA) with coordinates of 37-47-19.5 N, 79-29-15.1 W. See Quiet Zone Notification authorized with grant of FN 0004834212.

This authorization is subject to the condition that the station license limits the effective radiated power to 196 watts per 10 MHz bandwidth at 7 degrees true azimuth bearing for all antennas associated with location no. 5 (Covington, VA) with coordinates of 37-47-35.1 N, 79-55-58.4 W. See Quiet Zone Notification authorized with grant of FN 0004880708.

This authorization is subject to the condition that the station license limits the effective radiated power to 856 watts per 10 MHz bandwidth at 320 degrees true azimuth bearing for all antennas associated with location no. 6 (Fairfield, VA) with coordinates of 37-53-48.4 N, 79-15-59.1 W. See Quiet Zone Notification authorized with grant of FN 0004880708.

This authorization is subject to the condition that the station license limits the effective radiated power to 9.8 watts per 10 MHz bandwidth at 359 degrees true azimuth bearing for all antennas associated with location no. 12 (Eagle Rock, VA) with coordinates of 37-37-55.8 N, 79-49-50.0 W. See Quiet Zone Notification authorized with grant of FN 0004880708.

This authorization is subject to the condition that the station license limits the effective radiated power relative to a dipole (ERPd) antenna to 918 watts per 10 MHz unit bandwidth at 29.6 degrees true azimuth bearing for all antennas associated with location no. 17 (White Sulphur Spring, WV) with coordinates of 37-47-19.6 N, 80-18-22.7 W. See Quiet Zone Notification authorized with grant of FN 0004880708.

This authorization is subject to the condition that the station license limits the effective radiated power relative to a dipole (ERPd) antenna to 264 watts per 10 MHz unit bandwidth at 352.4 degrees true azimuth bearing for all antennas associated with location no. 19 (Buchanan, VA) with coordinates of 37-33-45.0 N, 79-41-21.9 W. See Quiet Zone Notification authorized with grant of FN 0004908392.

This authorization is subject to the condition that the station license limits the effective radiated power relative to a dipole (ERPd) to 781 watts per 10 MHz unit bandwidth at 293.93 degrees true azimuth bearing for all antennas associated with location no. 21 (Waynesboro, VA) with coordinates of 38-06-55.6 N, 78-54-55.5 W. See Quiet Zone Notification authorized with grant of FN 0004970422.

This authorization is subject to the condition that the station license limits the effective radiated power to 20.23 dBW per 10 MHz bandwidth at 297.4 degrees true azimuth bearing for all antennas associated with location no. 24 (Waynesboro, VA) with coordinates of 38-02-29.4 N, 78-52-11.6 W. See Quiet Zone Notification authorized with grant of FN 0005104523.

Reference Copy

This authorization is subject to the condition that the station license limits the effective radiated power (ERP) to 12.9 watts per 10 MHz bandwidth at 9.1 degrees true azimuth bearing for all antennas associated with location no. 31 (Covington, VA) withcoordinates of 37-51-51.4 N, 79-57-22.4 W. See Quiet Zone Notification authorized with grant of FN 0005178701.

This authorization is subject to the condition that the station license limits the effective radiated power to 1327 watts per 10 MHz bandwidth at 291.8 degrees true azimuth bearing for all antennas associated with location no. 30 (Staunton, VA) with coordinates of 38-09-23.7 N, 78-57-02.9 W. See Quiet Zone Notification authorized with grant of FN 0005168812.

This authorization is subject to the condition that the station license limits the effective radiated power to 712 watts per 10 MHz bandwidth at 37.5 degrees true azimuth bearing for all antennas associated with location no. 28 (Lewisburg, WV) with coordinates of 37-48-42.7 N, 80-26-54.5 W. See Quiet Zone Notification authorized with grant of FN 0005223750.

This authorization is subject to the condition that the station license limits the effective radiated power to 877 watts per 10 MHz bandwidth at 296.22 degrees true azimuth bearing for all antennas associated with location no. 29 (Waynesboro, VA) with coordinates of 38-05-37.6 N, 78-57-05.3 W. See Quiet Zone Notification authorized with grant of FN 0005223750.

This authorization is subject to the condition that the station license limits the effective radiated power to 126 watts per 10 MHz bandwidth at 29.7 degrees true azimuth bearing for all antennas associated with location no. 53 (White Sulphur Spring, WV)with coordinates of 37-48-05.7 N, 80-17-54.5 W. See Quiet Zone Notification authorized with grant of FN 0005271165.

This authorization is subject to the condition that the station license limits the effective radiated power to 1129 watts per 10 MHz bandwidth at 35 degrees true azimuth bearing for all antennas associated with location no. 52 (Lewsiburg, WV) with coordinates of 37-48-47.3 N, 80-23-33.9 W. See Quiet Zone Notification authorized with grant of FN 0005272906.

This authorization is subject to the condition that the station license limits the effective radiated power to 763 watts per 10 MHz bandwidth at 36.99 degrees true azimuth bearing for all antennas associated with location no. 52 (Fairlea, WV) with coordinates of 37-47-03.0 N, 80-27-55.6 W. See Quiet Zone Notification authorized with grant of FN 0005287264.

This authorization is subject to the condition that the station license limits the effective radiated power to 83 watts per 10 MHz bandwidth at 27.85 degrees true azimuth bearing for all antennas associated with location no. 53 (White Suphur Springs, WV)with coordinates of 37-47-29.0 N, 80-16-23.30 W. See Quiet Zone Notification authorized with grant of FN 0005287264.

This authorization is subject to the condition that the station license limits the effective radiated power to 592 watts per 10 MHz bandwidth at 284.9 degrees true azimuth bearing for all antennas associated with location no. 62 (Mount Sidney, VA) with coordinates of 38-15-18.1 N, 78-58-22.3 W. See Quiet Zone Notification authorized with grant of FN 0005690131.

Reference Copy

This authorization is subject to the condition that the station license limits the effective radiated power to 87 watts 700LTE at 298.03 degrees true azimuth bearing for all antennas associated with location no. 62 (Afton, VA) with coordinates of 38-01-43.5 N, 78-51-37.8 W. See Quiet Zone Notification authorized with grant of FN 0005669760.

Reference Copy

Licensee Name: CELLCO PARTNERSHIP

Call Sign: WQJQ690 **File Number:** **Print Date:**

700 MHz Relicensed Area Information:

Market	Market Name	Buildout Deadline	Buildout Notification	Status

Reference Copy

ULS License

Upper Microwave Flexible Use Service License - WRAY715 - Cellco Partnership

Call Sign	WRAY715	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	BTA189 - Hickory-Lenoir-Morganton, NC	Channel Block	L1
Submarket	0	Associated Frequencies (MHz)	027500.00000000-027925.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	07/25/2018	Expiration	06/17/2028
Effective	02/27/2019	Cancellation	

Buildout Deadlines

1st	06/01/2024	2nd	

Discontinuance Dates

1st		2nd	

Notification Dates

1st		2nd	

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier, Non-Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRAY716 - Cellco Partnership

Call Sign	WRAY716	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?

Reserved Spectrum

Reserved Spectrum

Market

Market	BTA189 - Hickory-Lenoir-Morganton, NC	Channel Block	L2
Submarket	0	Associated Frequencies (MHz)	027925.00000000-028350.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	07/25/2018	Expiration	06/17/2028
Effective	02/27/2019	Cancellation	

Buildout Deadlines

1st	06/01/2024	2nd	

Discontinuance Dates

1st		2nd	

Notification Dates

1st		2nd	

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier, Non-Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH469 - Cellco Partnership

Call Sign	WRHH469	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M1
Submarket	0	Associated Frequencies (MHz)	037600.00000000-037700.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH470 - Cellco Partnership

Call Sign	WRHH470	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M10
Submarket	0	Associated Frequencies (MHz)	038500.00000000-038600.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH471 - Cellco Partnership

Call Sign	WRHH471	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M2
Submarket	0	Associated Frequencies (MHz)	037700.00000000-037800.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH472 - Cellco Partnership

Call Sign	WRHH472	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M3
Submarket	0	Associated Frequencies (MHz)	037800.00000000-037900.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH473 - Cellco Partnership

Call Sign	WRHH473	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M4
Submarket	0	Associated Frequencies (MHz)	037900.00000000-038000.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH474 - Cellco Partnership

Call Sign	WRHH474	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M5
Submarket	0	Associated Frequencies (MHz)	038000.00000000-038100.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH475 - Cellco Partnership

Call Sign	WRHH475	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M6
Submarket	0	Associated Frequencies (MHz)	038100.00000000-038200.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH476 - Cellco Partnership

Call Sign	WRHH476	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M7
Submarket	0	Associated Frequencies (MHz)	038200.00000000-038300.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH477 - Cellco Partnership

Call Sign	WRHH477	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M8
Submarket	0	Associated Frequencies (MHz)	038300.00000000-038400.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race	
Ethnicity	Gender

ULS License

Upper Microwave Flexible Use Service License - WRHH478 - Cellco Partnership

Call Sign	WRHH478	Radio Service	UU - Upper Microwave Flexible Use Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	M9
Submarket	0	Associated Frequencies (MHz)	038400.00000000-038500.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	06/04/2020	Expiration	06/04/2030
Effective	11/18/2022	Cancellation	

Buildout Deadlines

1st	2nd

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
E:Licensing.Compliance@verizonwireless.com

Contact

Verizon
Sarah Trosch
1300 I Street, NW - Suite 500 East
Washington, DC 20005

P:(202)515-2453
E:sarah.trosch@verizon.com

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz) License - WRJW904 - Cellco Partnership

Call Sign	WRJW904	Radio Service	AT - AWS-3 (1695-1710 MHz, 1755-1780 MHz, and 2155-2180 MHz)
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	CMA566 - North Carolina 2 - Yancey	Channel Block	G
Submarket	2	Associated Frequencies (MHz)	001755.00000000-001760.00000000 002155.00000000-002160.00000000
3.7 GHz License Type		3.7 GHz Linked License	

Dates

Grant	09/25/2020	Expiration	07/05/2028
Effective	09/25/2020	Cancellation	

Buildout Deadlines

1st	07/05/2022	2nd	07/05/2028

Discontinuance Dates

1st	2nd

Notification Dates

1st	03/24/2022	2nd	

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Engineering
Alpharetta, GA 30022
ATTN Regulatory

P:(770)797-1070
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Contact

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Sarah Trosch
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Washington, DC 20005

P:(202)515-2453
E:sarah.trosch@verizon.com

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier, Non-Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity Gender

ULS License

3.7 GHz Service License - WRNH382 - Cellco Partnership

Call Sign	WRNH382	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	A1
Submarket	0	Associated Frequencies (MHz)	003700.00000000-003720.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Network Engineering
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Washington, DC 20005

P:(202)515-2453
E:sarah.trosch@verizon.com

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH383 - Cellco Partnership

Call Sign	WRNH383	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	A2
Submarket	0	Associated Frequencies (MHz)	003720.00000000-003740.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
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E:sarah.trosch@verizon.com

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH384 - Cellco Partnership

Call Sign	WRNH384	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	A3
Submarket	0	Associated Frequencies (MHz)	003740.00000000-003760.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
5055 North Point Pkwy, NP2NE Network Engineering
Alpharetta, GA 30022
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E:sarah.trosch@verizon.com

Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
The Applicant answered "No" to each of the Basic Qualification questions.

Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH385 - Cellco Partnership

Call Sign	WRNH385	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	A4
Submarket	0	Associated Frequencies (MHz)	003760.00000000-003780.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
The Applicant answered "No" to each of the Alien Ownership questions.

Basic Qualifications
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Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH386 - Cellco Partnership

Call Sign	WRNH386	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	A5
Submarket	0	Associated Frequencies (MHz)	003780.00000000-003800.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
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Basic Qualifications
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Tribal Land Bidding Credits
This license did not have tribal land bidding credits.

Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH387 - Cellco Partnership

Call Sign	WRNH387	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	B1
Submarket	0	Associated Frequencies (MHz)	003800.00000000-003820.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

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Licensee

Cellco Partnership
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Regulatory Status	Common Carrier	Interconnected	Yes

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Tribal Land Bidding Credits
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Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH388 - Cellco Partnership

Call Sign	WRNH388	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	B2
Submarket	0	Associated Frequencies (MHz)	003820.00000000-003840.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

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Ownership and Qualifications

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Tribal Land Bidding Credits
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Demographics

Race

Ethnicity

Gender

ULS License

3.7 GHz Service License - WRNH389 - Cellco Partnership

Call Sign	WRNH389	Radio Service	PM - 3.7 GHz Service
Status	Active	Auth Type	Regular

Rural Service Provider Bidding Credit

Is the Applicant seeking a Rural Service Provider (RSP) bidding credit?	No

Reserved Spectrum

Reserved Spectrum

Market

Market	PEA266 - Lenoir, NC	Channel Block	B3
Submarket	0	Associated Frequencies (MHz)	003840.00000000-003860.00000000
3.7 GHz License Type	Final	3.7 GHz Linked License	

Dates

Grant	07/23/2021	Expiration	07/23/2036
Effective	07/23/2021	Cancellation	

Buildout Deadlines

1st	07/23/2029	2nd	07/23/2033

Discontinuance Dates

1st	2nd

Notification Dates

1st	2nd

Licensee

FRN	0003290673	Type	General Partnership

Licensee

Cellco Partnership
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Ownership and Qualifications

Radio Service Type	Fixed, Mobile		
Regulatory Status	Common Carrier	Interconnected	Yes

Alien Ownership
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Basic Qualifications
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Tribal Land Bidding Credits
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Demographics

Race

Ethnicity

Gender

Exhibit 8
Fall Zone Letter

March 4, 2024

Jennifer Jack
TowerCo, LLC
5000 Valleystone Dr, Suite 200
Cary, NC 27519

RE: Proposed 190' Monopole for Brinkley, NC

Dear Ms. Jack,

Upon receipt of order, we propose to design and supply the above-referenced monopole for a Basic Wind Speed of 115 mph without ice and 30 mph with 3/4" 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 and Small Wind Turbine Support Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole 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 the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.* This would effectively result in a fall radius less than or equal to 55' at ground level.

Sincerely,

NORTH CAROLINA PROFESSIONAL SEAL 038204 ENGINEER ROBERT E. BEACOM

3/4/24

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

Exhibit 9
Driveway Permit

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

March 12, 2024

Ms. Jennifer Jack
TowerCo
5000 Valleystone Rive
Cary, NC 27519

SUBJECT: Approved Driveway Access Permit: D112-014-24-00010
SR1751 Grace Chapel Rd
Caldwell County

Dear Ms. Jack:

Attached for your files is a copy of the driveway access permit that has been properly executed. The driveway permit covers the following:

Combined use of Grace Chapel Volunteer Fire Deartment's existing driveway for access to a communications tower to be built by TowerCo. See attached plans for details.

APPROVED SUBJECT TO: Attached Special Provisions

Sincerely,

DocuSigned by:
Kenny Heavner
910812B04BDC452...

Kenny Heavner, PE
District Engineer

KHH:hcf

Attachments
cc: Rodney Johnson, TS II

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
BOONE DISTRICT OFFICE
P.O. BOX 1460
BOONE, NC 28607

Telephone: (828) 268-6022
Fax: (828) 265-5414
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1829 HWY. 194 NORTH
BOONE, NC 28607

APPLICATION IDENTIFICATION		N.C. DEPARTMENT OF TRANSPORTATION
Driveway Permit No. D1120142400010	Date of Application 2-29-2024	STREET AND DRIVEWAY ACCESS PERMIT APPLICATION
County: Caldwell County		
Development Name: Tower Co - Brinkley		

LOCATION OF PROPERTY:

Route/Road: 4548 Grace Chapel Road - NC SR # 1751

Exact Distance 2600 +/- ☐ Miles ☒ Feet N ☒ S ☐ E ☐ W * Existing Fire Station Driveway

From the Intersection of Route No. 1757 and Route No. 1751 Toward 1757

Property Will Be Used For: ☐ Residential /Subdivision ☒ Commercial ☐ Educational Facilities ☐ TND ☐ Emergency Services ☐ Other

Property: ☒ is ☐ is not within Caldwell County ~~City~~ Zoning Area.

AGREEMENT

- I, the undersigned property owner, request access and permission to construct driveway(s) or street(s) on public right-of-way at the above location.
- I agree to construct and maintain driveway(s) or street entrance(s) in absolute conformance with the current "Policy on Street and Driveway Access to North Carolina Highways" as adopted by the North Carolina Department of Transportation.
- I agree that no signs or objects will be placed on or over the public right-of-way other than those approved by NCDOT.
- I agree that the driveway(s) or street(s) will be constructed as shown on the attached plans.
- I agree that that driveway(s) or street(s) as used in this agreement include any approach tapers, storage lanes or speed change lanes as deemed necessary.
- I agree that if any future improvements to the roadway become necessary, the portion of driveway(s) or street(s) located on public right-of-way will be considered the property of the North Carolina Department of Transportation, and I will not be entitled to reimbursement or have any claim for present expenditures for driveway or street construction.
- I agree that this permit becomes void if construction of driveway(s) or street(s) is not completed within the time specified by the "Policy on Street and Driveway Access to North Carolina Highways".
- I agree to pay a $50 construction inspection fee. Make checks payable to NCDOT. This fee will be reimbursed if application is denied.
- I agree to construct and maintain the driveway(s) or street(s) in a safe manner so as not to interfere with or endanger the public travel.
- I agree to provide during and following construction proper signs, signal lights, flaggers and other warning devices for the protection of traffic in conformance with the current "Manual on Uniform Traffic Control Devices for Streets and Highways" and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
- I agree to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of this construction.
- I agree that the North Carolina Department of Transportation will assume no responsibility for any damages that may be caused to such facilities, within the highway right-of-way limits, in carrying out its construction.
- I agree to provide a Performance and Indemnity Bond in the amount specified by the Division of Highways for any construction proposed on the State Highway system.
- The granting of this permit is subject to the regulatory powers of the NC Department of Transportation as provided by law and as set forth in the N.C. Policy on Driveways and shall not be construed as a contract access point.
- I agree that the entire cost of constructing and maintaining an approved private street or driveway access connection and conditions of this permit will be borne by the property owner, the applicant, and their grantees, successors, and assignees.
- **I AGREE TO NOTIFY THE DISTRICT ENGINEER WHEN THE PROPOSED WORK BEGINS AND WHEN IT IS COMPLETED.**

2004-07 NOTE: Submit Four Copies of Application to Local District Engineer, N.C. Department of Transportation MAR 11 2024 TEB 65-04rev.
61-03419

SIGNATURES OF APPLICANT

PROPERTY OWNER (APPLICANT)		WITNESS	
COMPANY	TowerCo	NAME	Bob Evans
SIGNATURE	Jennifer Jack	SIGNATURE	Bob Evans Digitally signed by Bob Evans Date: 2024.02.28 13:11:46 -05'00'
ADDRESS	5000 Valleystone Dr. Cary, NC 27519	ADDRESS	5000 Valleystone Dr
	Phone No. 5025529220		Cary, NC 27519

AUTHORIZED AGENT		WITNESS	
COMPANY	Kimley - Horn	NAME	Megan Potuzak
SIGNATURE	Keith R. Martin	SIGNATURE	
ADDRESS	421 Fayetteville St, Suite 600 Raleigh, NC 27601	ADDRESS	421 Fayetteville St, Suite 600 Raleigh, NC 27601
	Phone No. 919-677-2000		

APPROVALS

APPLICATION RECEIVED BY DISTRICT ENGINEER

DocuSigned by: Kenny Heavner 0180A2F0A8BDC452...

SIGNATURE — DATE: 03/11/2024

APPLICATION APPROVED BY LOCAL GOVERNMENTAL AUTHORITY (when required)

SIGNATURE — TITLE — DATE

APPLICATION APPROVED BY NCDOT

DocuSigned by: Kenny Heavner 0180A2F0A8BDC452...

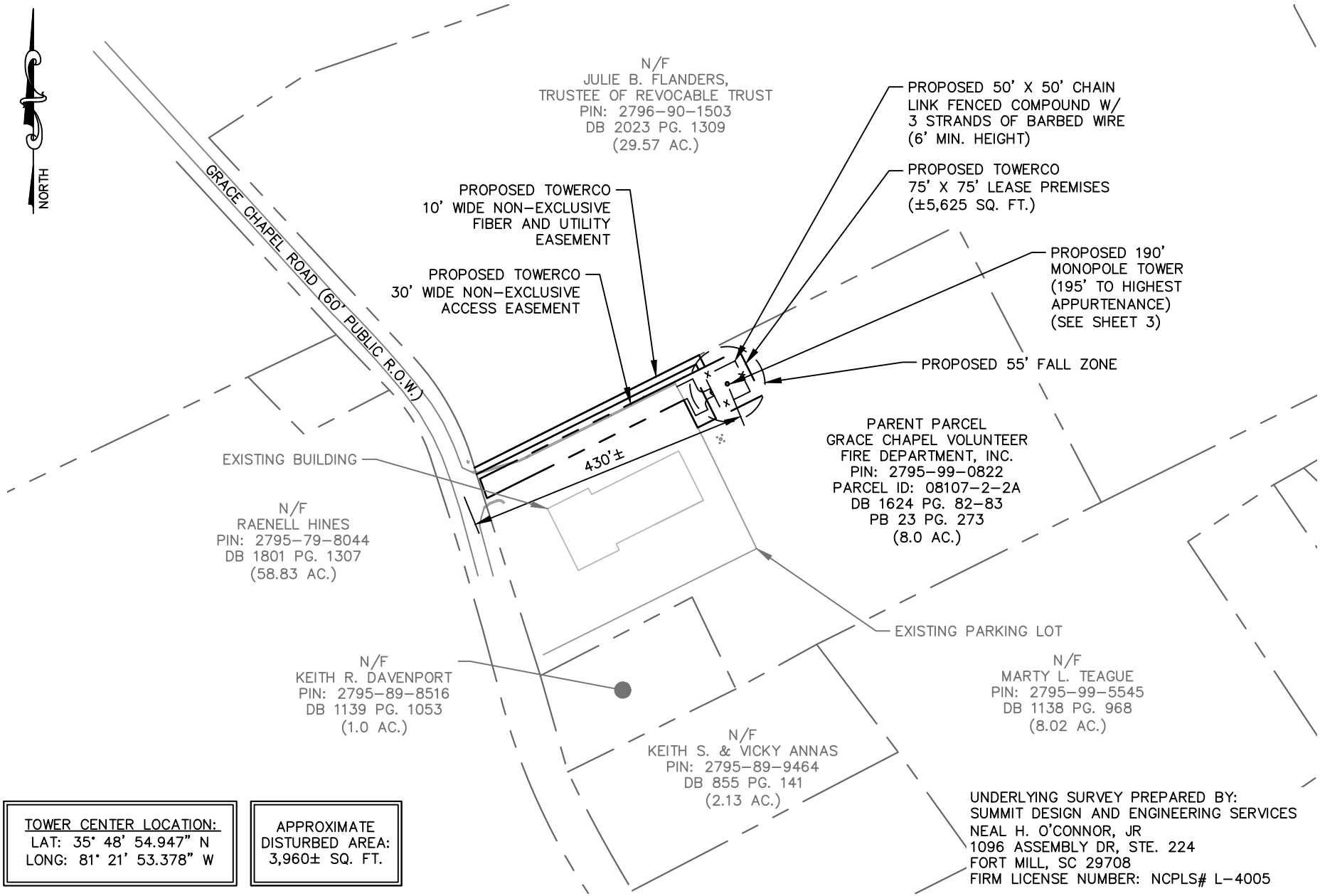
SIGNATURE — TITLE: DISTRICT ENGINEER — DATE: 03/12/2024

INSPECTION BY NCDOT

SIGNATURE — TITLE — DATE

COMMENTS:

PROPERTY OWNER APPROVAL _____ DATE_____ TOWER OWNER APPROVAL _____ DATE_____



TOWER CENTER LOCATION:
LAT: 35° 48' 54.947" N
LONG: 81° 21' 53.378" W

APPROXIMATE
DISTURBED AREA:
3,960± SQ. FT.

UNDERLYING SURVEY PREPARED BY:
SUMMIT DESIGN AND ENGINEERING SERVICES
NEAL H. O'CONNOR, JR
1096 ASSEMBLY DR, STE. 224
FORT MILL, SC 29708
FIRM LICENSE NUMBER: NCPLS# L-4005

JOB No.:	012628093
DATE:	12/14/23
REV.:	0
DRAWN:	RCG
CHECKED:	KRM

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

Site Visit Attendees:
Taylor Kiker

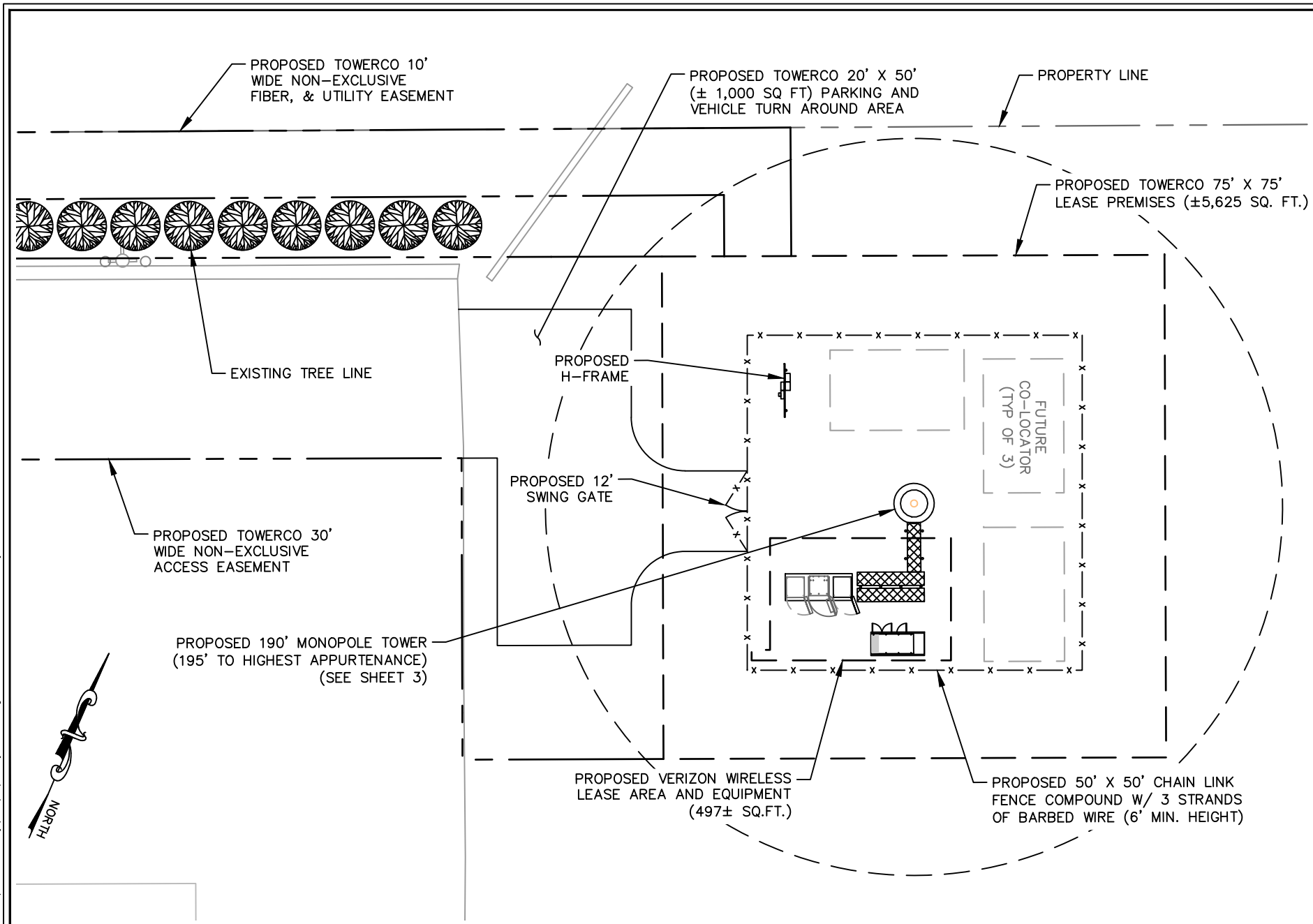
VERIZON WIRELESS
SITE NAME: BRINKLEY
4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
APPROVAL:_____

TOWERCO
SITE NAME: BRINKLEY
SITE #: NC0306
APPROVAL:_____

SITE LAYOUT
APPROVAL SHEET
SHEET 1 OF 3
SCALE: 1" = 250'
NOT FOR CONSTRUCTION

K:\RAL_Wireless\TowerCo\2023 VzW BTS\NC0306 Brinkley\CAD\LE\Brinkley NC0306.dwg December 4, 2023 4:27 PM by: Robert.Giesen

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc., 2023



JOB No.:	012628093
DATE:	12/14/23
REV.:	0
DRAWN:	RCG
CHECKED:	KRM

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

Site Visit Attendees:
Taylor Kiker

VERIZON WIRELESS

SITE NAME: BRINKLEY

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY

APPROVAL:_____

TOWERCO

SITE NAME: BRINKLEY

SITE #: NC0306

APPROVAL:_____

SITE PLAN

APPROVAL SHEET

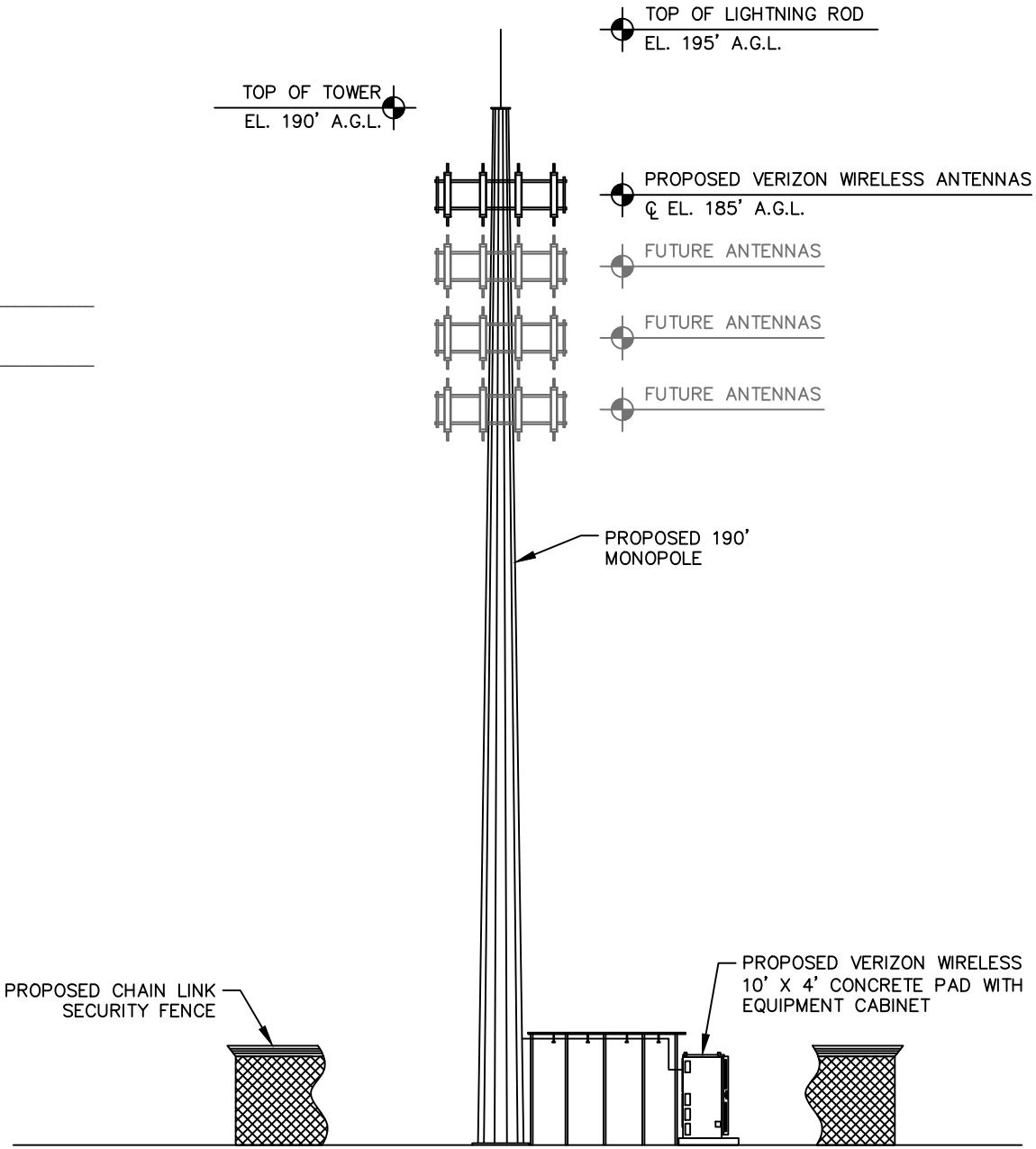
SHEET 2 OF 3
SCALE: 1" = 20'
NOT FOR CONSTRUCTION

K:\RAL_Wireless\TowerCo\2023 VzW BTS\NC0306 Brinkley\CAD\LE\Brinkley NC0306.dwg December 4, 2023 4:27 PM by: Robert.Giesen

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc., 2023

TOWER OWNER APPROVAL _____ DATE_____

PROPERTY OWNER APPROVAL _____ DATE_____



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TOWER ELEVATION

APPROVAL SHEET

SHEET 3 OF 3

NOT FOR CONSTRUCTION

K:\RAL_Wireless\TowerCo\2023 VzW BTS\NC0306 Brinkley\CAD\LE\Brinkley NC0306.dwg December 4, 2023 4:27 PM by: Robert.Giesen

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EXHIBIT A
SPECIAL PROVISIONS

Project Location:	**4548 Grace Chapel Road**		
County:	**Caldwell County**	**File Number**	**D112-014-24-00010**
Applicant:	**TowerCo**		

General Notes

1. The encroaching party shall provide the Boone District Engineer's Office with written notification a minimum of five working days, prior to beginning construction. Please notify Carson Fisher by e-mail at hcfisher@ncdot.gov .
2. **Upon completion of construction, final approval by the District Engineer is required.** The encroaching party shall provide the Boone District Engineer's Office with written notification when the construction is completed. Please notify Carson Fisher by e-mail at hcfisher@ncdot.gov .
3. As specified in the approved driveway permit, it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated; including driveway and building are not begun in one (1) year from date of issuance.
4. NCDOT Contacts:

Name	Title	Telephone
Carson Fisher (primary contact)	Engineering Technician III	(828) 268-6028
Kenny Heavner, PE	District Engineer	(828) 268-6026
Rodney Johnson	Caldwell County Trans. Supervisor	(828) 726-2512

5. An executed copy of this encroachment agreement, driveway permit, special provisions and plans shall be present at the construction site at all times during construction. If safety or traffic conditions warrant such an action, NCDOT reserves the right to further limit, restrict or suspend operations within the right of way.
6. The engineer / contractor / owner shall contact the District Office a minimum of 1 month prior to construction so that a Pre-Construction Conference can be held with NCDOT. The contractor should be prepared to discuss schedules and the manner in which the work will be prosecuted.
7. All work shall comply with the attached special provisions that are made a part of this contract. Traffic shall be maintained at all times in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways.
8. NCDOT does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought about by any property owner by reason of this installation.
9. The NCDOT reserves the right at any time, when deemed necessary for safety, mobility and efficiency of the roadway, to modify, remove, or relocate any access point and may redesign the roadway including any medians, auxiliary lanes, traffic signals and turning movement restrictions.
10. **Upon completion of construction, final approval by the District Engineer is required prior to opening the access connection for public use.** In accordance with the *Policy on Street and Driveway Access to North Carolina Highways* manual, the encroaching party shall provide the Boone District Engineer's Office with written notification when the construction is completed. Please notify Carson Fisher by e-mail at hcfisher@ncdot.gov or by telephone at (828) 268-6025

Inspection, Testing, and Certification

1. The encroaching party (not the contractor) should make arrangements to have a qualified inspector, under the supervision of a Professional Engineer registered in North Carolina, on the site at all times. The Registered Engineer shall be required to certify that all work has been conducted in accordance with the approved driveway permit and encroachment agreement.
2. Testing for this project shall consist of evaluations of embankment fills, subgrade, and asphalt compaction. A minimum of two subgrade densities shall be required. A minimum of three asphalt core samples shall be required per layer. A NCDOT representative shall be present during the coring. All testing shall be in accordance with the latest NCDOT Superpave HMA/QMS Manual and NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures.
3. All fill areas/backfill shall be compacted to 95% density in accordance with AASHTO T99 as modified by the NCDOT. All material to a depth of 8 inches below the finished surface of the subgrade shall be compacted to a density equal to at least 100% of that obtained by compacting a sample of the material in accordance with AASHTO T99 as modified by the Department. The subgrade shall be compacted at a moisture content which is approximately that required to produce the

maximum density indicated by the above test method. The contractor shall dry or add moisture to the subgrade when required to provide a uniformly compacted and acceptable subgrade.

4. Upon completion, the Department shall require submission of the attached *Street and Driveway Access Contractor Certification* memo along with forms: QMS-MV1, QMS-MV2 (Attachments), embankments, and subgrade testing reports.

Erosion Control

1. The encroaching party shall comply with all applicable federal, state, and local environmental regulations, and shall obtain all necessary federal, state, and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetland, streams, endangered species, and historic sites.
2. Vegetative cover shall be established on all disturbed areas in accordance with the attached recommendations.
3. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

Construction Operations

1. The contractor shall not begin the construction until after all erosion control devices have been installed to the satisfaction of the District Engineer.
2. Trenching, bore pits and/or other excavations shall not be left open or unsafe overnight. The Contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavation at all times.
3. All materials and workmanship shall conform to the N.C. Department of Transportation's latest Standard Specifications for Roads and Structures Manuals.
4. Strict compliance with the Policies and Procedures for Accommodating Utilities on Highway Rights of Way manual shall be required.
5. Excavating within 500 LF of a signalized intersection will require notification by the party of the second part to the Division Traffic Engineer at telephone number (336) 903-9166. All traffic signal or detection cables must be located prior to excavation.
6. Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.
7. The encroaching party shall notify NCDOT for an inspection before covering any pipe or drainage structure.
8. All open cuts shall be backfilled, paved and traversable prior to removing the related lane closure.
9. Any disturbed guardrail shall be reset according to the applicable standard or as directed by the District Engineer.
10. All driveways altered during construction shall be returned to a state comparable with the condition of the driveways prior to construction.
11. Right of Way monuments disturbed during construction shall be referenced by a registered Land Surveyor and reset after construction.
12. Ingress and egress shall be maintained to all businesses and dwellings affected by the project. Special attention shall be paid to police and fire stations, fire hydrants and hospitals.
13. Any work requiring equipment or personnel within 5' of the edge of any travel lane of an undivided facility and within 10' of the edge of any travel lane of a divided facility shall require a lane closure with appropriate tapers.
14. Work shall not be performed on both sides of the road simultaneously within the same area.
15. No parking or material storage shall be allowed along the shoulders of any NCDOT routes.
16. During non-working hours, equipment shall be parked as close to the right of way line as possible and properly barricaded in order not that have any equipment obstruction within the Clear Recovery Area.

Project Location:	**4548 Grace Chapel Road**		
County:	**Caldwell County**	**File Number**	**D112-014-24-00010**
Applicant:	**TowerCo**		

17. All roadway signs that are removed due to construction shall be reinstalled at the end of each day.
18. Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation materials.
19. The proposed construction shall in no way impede or alter the drainage of the existing roadway. All disturbed ditches, shoulders and slopes shall be reshaped, seeded and mulched to the satisfaction of the Department. All drainage areas shall maintain a positive drainage flow.
20. All excavations inside the theoretical 1:1 slope from the existing edge of pavement to the bottom of the nearest trench wall shall be made in accordance with the following conditions:
    A. All trench excavation inside the limits of the theoretical one-to-one slope, as defined by the policy, shall be completely backfilled and compacted at the end of each construction day. No portion of the trench shall be left open overnight.
    B. Active excavation shoring, such as sheet piling shall be installed. The design of the shoring shall include the effects of traffic loads. The shoring system shall be designed and sealed by an engineer registered in North Carolina. Shoring plans and design calculations shall be submitted to the Division Engineer for review prior to construction. **Trench boxes shall not be accepted as shoring**.
    C. Installation of trench shoring shall be accomplished with minimal over-excavation. Trench boxes will be allowed, however, they shall not be used as shoring.
    D. Traffic shall be moved to a travel lane outside the limits of the theoretical 2:1 slope from the bottom of the nearest trench wall to the pavement surface.
    E. The trench backfill material shall meet the Statewide Borrow Criteria. The trench shall be backfilled in accordance with Section 300-7 of the latest Standard Specifications for Roads and Structures, which basically "requires the backfill material to be placed in layers not to exceed 6 inches loose and compacted to at least 95% of the density obtained by compacting a sample in accordance with AASHTO T99 as modified by DOT.
21. The length of parallel excavations shall be limited to the length necessary to install and backfill one (1) joint of pipe at a time.
22. Pipeline installation within highway right of ways should provide a minimum bury depth:

Longitudinal Installations	3-ft
Crossing Under Roadways (below travel surface)	3-ft.
Crossings Under Ditches (paved & unpaved)	2-ft.
Pipelines shall be located a minimum distance of 3-ft. from the edge of pavement	

23. All cast-in-place and/or pre-cast) splice boxes, handholes, manholes, drainage structures and other appurtenance's within NCDOT Right of Way shall be of a NCDOT approved design for traffic bearing, HS-20 loading, and shall be flush mounted. Manholes, handholes, and vaults shall not be placed in the ditch-line, side slopes of the ditch or in the pavement. All frames, grates, rings, covers, etc. are to be manufactured in accordance with requirements of Section 106-1B – "Domestic Steel". Foreign castings are not approved for use within NCDOT Right of Way.
24. All above ground appurtenances associated with the installation of the proposed utility shall be located/relocated at or as near as possible to the right-of-way line and shall be set outside the Clear Recovery Area as outlined by AASHTO.
25. All guardrail work shall be performed by an approved NCDOT contractor. At no time shall the traveling public be exposed to any unprotected guardrail. All guardrail installation (including anchor end units) shall be in accordance with the latest NCDOT Standard Specifications for Roads and Structures.

Utilities

1. The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction.

EXHIBIT A
SPECIAL PROVISIONS

Project Location:	**4548 Grace Chapel Road**		
County:	**Caldwell County**	**File Number**	**D112-014-24-00010**
Applicant:	**TowerCo**		

Work Zone Traffic Control

1. **WORK ZONE TRAFFIC CONTROL QUALIFICATIONS AND TRAINING PROGRAM**

   Effective July 1, 2010, all flagging operations within NCDOT Right of Way require qualified and trained Work Zone Flaggers.

   Effective July 1, 2011, qualified and trained Work Zone Traffic Control Supervisors will be required on Significant Projects.

   Training for this certification is provided by NCDOT approved training sources and by private entities that have been pre-approved to train themselves. If you have questions, contact our web site at http://www.ncdot.org/doh/preconstruct/wztc/WZTCTrainingProgram/default.html, or contact Stuart Bourne, P.E. with NCDOT Work Zone Traffic Control Unit at (919) 662-4338 or sbourne@ncdot.gov.

2. The contractor shall not begin the construction until after the traffic control and erosion control devices have been installed to the satisfaction of the District Engineer.

3. All traffic control signs and supports shall meet NCHRP 350 standards. If work is to be performed at night, all signs must be retro-reflective.

4. All signal work shall be performed by an approved NCDOT Signal Contractor.

5. All Lanes of travel shall be open during non-working hours. Do not exceed a difference of 2-inches in elevation between open lanes of traffic for nominal lifts of 1.5-inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" x 48") 500 feet in advance.

6. Backfill at 6:1 slope up to the edge and elevation of the existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

   (A) Drop-off that exceeds 2-inches on roadways with posted speed limits of 45 mph or greater

   (B) Drop-off that exceeds 3-inches on roadways with posted speed limits less than 45 mph

   Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer.

7. **Work Time Restrictions:**

   Work involving lane closures shall be permitted weekdays between the hours of 9 a.m. and 3:30 p.m.

   Any proposed work involving lane closures, between the hours 7 p.m. and 6 a.m. must receive prior approval from the Boone District Office.

   No work involving lane closures shall be permitted on weekends between the hours of 3:30 p.m. Friday to 9 a.m. Monday.

   In addition, the Contractor shall not close or narrow a lane of traffic on (all maps), detain and/or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy, including but not limited to the following schedules:

   - **New Year's Day** – Between the hours of 6 a.m. December 31st and 9 a.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9 a.m. the following Tuesday.
   - **Easter** – Between the hours of 3:30 p.m. Thursday and 9 a.m. Monday.
   - **Memorial Day** – Between the hours of 6 a.m. Friday and 9 a.m. Tuesday.
   - **Independence Day** – Between the hours of 6 a.m. the day before Independence Day and 9:00 a.m. the day after Independence Day. If Independence Day is on a Friday, Saturday, Sunday, or Monday then 6 a.m. the Thursday before to 9 a.m. the Tuesday after Independence Day.
   - **Labor Day** – Between the hours of 6 a.m. Friday and 9 a.m. Tuesday.
   - **Thanksgiving Day** – Between the hours of 3:30 p.m. Tuesday and 9 a.m. Monday.

- **Christmas Day** – Between the hours of 3:30 p.m. the Friday before the week of Christmas Day and 9 a.m. the following Tuesday after the week of Christmas Day.

No work shall be permitted for any event that creates unusually high traffic volumes in the surrounding areas. The District Engineer shall advise the encroaching party of any such event and detail the time restrictions.

8. Two-way traffic shall be maintained at all times. The traveling public shall be warned of construction with complete and proper signing and traffic control devices in accordance with the NCDOT Roadway Standard Drawings and MUTCD. The encroaching party agrees to provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive protection devices necessary for the safety of the motorists and workers during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manual of Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the District Engineer.
9. At the end of each working day, equipment shall be parked outside of the clear recovery zone in order to avoid any obstruction to the traveling public. The clear recovery zone is measured from the edge of pavement of the nearest travel lane.

Flaggers

10. Flaggers shall wear ANSI Class 2 safety vest. An ANSI Class 3 safety vest is encouraged for flagging at night.
11. All others shall wear ANSI Type 2 safety vests at all times while on the right-of-way.
12. Stop/Slow paddles shall be a minimum of 18-inches wide and be attached to a 7-ft. pole.
13. Flaggers should be used at all adjacent streets and driveways. Radio communication is recommended. Red flags are only used in emergencies.

    Flaggers should **never:**

    - Try to stop moving traffic while standing in the lane.
    - Turn your back to moving traffic.
    - Do not sit down or lean on something.
    - Put stop/slow paddle in a cone or drum.

Portable Signs

14. Use Type VII, VIII or IX (prismatic) fluorescent orange retroreflective sheeting or better without adhesive backing for roll-up or composite portable work zone signs
15. No wood, aluminum, or mesh signs shall be permitted.
16. Signs and sign stand assemblies must meet or exceed the requirements of the NCHRP350 for Work Zone Category II Devices.
17. Lay portable work zone sign flat on the ground and collapse the sign stand and lay it flat on the ground when not in use for longer than 30 minutes.
18. Sandbags are permitted for holding down sign stands.
19. Keep portable signs cleaned and well maintained. Replace the portable when it has become damaged, torn, or deteriorated beyond effectiveness.
20. For 2 lane, 2-way roadways use a minimum mounting height of 1 foot (edge of pavement to bottom of sign).
21. For multi-lane roadways, use a minimum mounting height of 5 feet (edge of pavement to bottom of sign).
22. No matter what the distance from the bottom of the portable work zone sign, install the portable work zone sign stand to carry only roll-up or composite material work zone signs.

Stationary Signs

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Applicant:	**TowerCo**		

23. Stationary work zone signs shall be mounted at a minimum height for 7-ft. Do not back brace the work zone sign supports. Splicing work zone signposts is acceptable. (42-inch minimum ground embedment depth, 18-inch minimum and 20-inch maximum splice). All bolts and hardware must be galvanized.

24. Effective July 1, 2008 the following paragraph has been revised:

    That the party of the second part agrees to provide traffic control devices, lane closures, positive protection and/or any other warning or positive protection devices necessary for the safety of road users during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements thereto. When there is no guidance provided in the Roadway Standard Drawings or Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment of Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

    This paragraph replaces the existing paragraph in Encroachment Agreements:

    That the party of the second part agrees to provide during construction and any subsequent maintenance proper sign, signal lights, flagmen and other warning devises for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

Seeding and Mulching

The kinds of seed and fertilizer, and the rates of application of seed, fertilizer, and limestone, shall be as stated below. During periods of overlapping dates, the kind of seed to be used shall be determined. All rates are in pounds per acre.

Shoulder and Median Areas

August 1 - June 1		**May 1 - September 1**	
20#	Kentucky Bluegrass	20#	Kentucky Bluegrass
75#	Hard Fescue	75#	Hard Fescue
25#	Rye Grain	10#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas:

August 1 - June 1		**May 1 - September 1**	
100#	Tall Fescue	100#	Tall Fescue
15#	Kentucky Bluegrass	15#	Kentucky Bluegrass
30#	Hard Fescue	30#	Hard Fescue
25#	Rye Grain	25#	German or Browntop Millet
500#	Fertilizer	500#	Fertilizer
4000#	Limestone	4000#	Limestone

Approved Tall Fescue Cultivars

2 Millennium	Coyote	Inferno	Olympic Gold	Signia
Avenger	Davinci	Justice	Padre	Silverstar
Barlexas	Dynasty	Jaguar 3	Paraiso	Southern Choice II

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Barlexas II	Dominion	Kalahari	Picasso	Stetson
Barrera	Duster	Kentucky 31	Piedmont	Tarheel
Barrington	Endeavor	Kitty Hawk	Pure Gold	Titan Ltd
Biltmore	Escalade	Kitty Hawk 2000	Prospect	Titanium
Bingo	Falcon II, III, IV & V	Lexington	Quest	Tomahawk
Bravo	Fidelity	Magellan	Rebel Exeda	Tacer
Cayenne	Finesse II	Masterpiece	Rebel Sentry	Trooper
Chapel Hill	Firebird	Matador	Regiment II	Turbo
Chesapeake	Focus	Matador GT	Rembrandt	Ultimate
Constitution	Grande II	Millennium	Rendition	Watchdog
Chipper	Greenkeeper	Montauk	Scorpion	Wolfpack
Coronado	Greystone	Mustang 3	Shelby	

Approved Kentucky Bluegrass Cultivars:

Alpine	Apollo	Arcadia	Arrow	Award
Bariris	Bedazzled	Bordeaux	Champagne	Chicago II
Envicta	Impact	Midnight	Midnight II	Rugby
Rugby II	Showcase	Sonoma		

Approved Hard Fescue Cultivars:

Chariot	Firefly	Heron	Kenblue	Minotaur
Nordic	Oxford	Reliant II	Reliant IV	Rhino
Scaldis II	Spartan II	Stonehenge	Warwick	

On cut and fill slopes 2:1 or steeper add 20# Sericea Lespedeza January 1 - December 31.

Fertilizer shall be 10-20-20 analysis. A different analysis of fertilizer may be used provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis and as directed.

TEMPORARY SEEDING:

Fertilizer shall be the same analysis as specified for *Seeding and Mulching* and applied at the rate of 400 pounds and seeded at the rate of 50 pounds per acre. German Millet, or Browntop Millet shall be used in summer months and rye grain during the remainder of the year. The Engineer will determine the exact dates for using each kind of seed.

FERTILIZER TOPDRESSING:

Fertilizer used for topdressing shall be 16-8-8 grade and shall be applied at the rate of 500 pounds per acre. A different analysis of fertilizer may be used provided the 2-1-1 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as 16-8-8 analysis and as directed.

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

DATE: March 11, 2024

TO: Stephanie King
Chief Financial Officer

FROM: Kenny Heavner, PE
District Engineer

SUBJECT: Driveway - Inspection - Watauga County
Charge 47900024-150435-11.101411-2712

Attached is Check No. 216845740 in the amount of $50.00 submitted by Kimley-Horn & Associates, Inc for the inspection of a Driveway Access on SR 1751 Grace Chapel Road in Caldwell County.

If further information is needed, please advise.

KHH:hcf

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
BOONE DISTRICT OFFICE
P.O. BOX 1460
BOONE, NC 28607

Telephone: (828) 268-6022
Fax: (828) 265-5414
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1829 HWY. 194 NORTH
BOONE, NC 28607

Exhibit 10
Ground Lease

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease") is effective as of the latter of the signature dates below ("Effective Date") by and between **GRACE CHAPEL VOLUNTEER FIRE DEPT. INC.,** a North Carolina non-profit corporation ("Lessor") and **TOWERCO 2013 LLC,** a Delaware limited liability company ("Lessee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of certain real property located in the Township of Lovelady, County of Caldwell, State of North Carolina, commonly known as 4548 Grace Chapel Rd, Granite Falls, NC 28630 (the "Parent Parcel"), as more particularly described in Exhibit "A" annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor approximately Five Thousand Six Hundred Twenty-Five (5,625) square feet of the Parent Parcel and all access and utility easements if any, (the "Premises") as described in Exhibit "B" annexed hereto.

2. Use. The Premises may be used by Lessee and Lessee's tenants and licensees for the transmission and receipt of wireless communication signals in any and all frequencies, the construction, maintenance, operation, subleasing and licensing of towers, antennas, and buildings, and related facilities and activities, and for any other uses which are incidental thereto ("Intended Use"). Lessee and its sublessees and licensees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's use of the Premises (the "Governmental Approvals"). Lessor further agrees to cooperate with Lessee in executing and delivering any documents requested by Lessee to obtain Government Approvals necessary for its Intended Use. In the event that Lessee's Intended Use of the Premises is actually or constructively prohibited then, in addition to any other remedies available to Lessee, Lessee shall have the option to terminate this Lease with ninety (90) days' written notice to Lessor and removal of all improvements as set forth in paragraph 6.

3. Term. The term of this Lease shall be five (5) years commencing on the date Lessee begins commercial operation of the Improvements (as defined in Paragraph 6(a)) or the third anniversary of the Effective Date, whichever first occurs ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date (the "Term") unless otherwise provided in Paragraph 8.

4. Renewal Terms. Lessee shall have the right to extend this Lease for nine (9) additional five (5) year terms ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in paragraph 5. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Term or the Renewal Term which is then in effect.

5. Consideration. During the Term, Lessee shall pay Lessor the monthly sum of [redacted] (" Rent"). Rent shall be payable on the first

day of each month in advance to Lessor by electronic payment to Lessor's account, which account shall be set up by Lessor within thirty (30) days of the signing of this Lease. Rent shall be increased on the commencement of each Renewal Term by [redacted] over the Rent payable during the immediately preceding term. If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination and all Rent paid in advance of the termination date shall be refunded to Lessee.

As further consideration for Lessor to enter into this Lease, Lessee shall pay to Lessor within ten (10) days of the Effective Date of this Lease, a one-time signing bonus of [redacted].

6. Improvements; Utilities; Access.

(a) Lessee shall have the right, at Lessee's sole cost and expense, to erect and maintain on the Premises improvements, personal property and facilities necessary or desired for its Intended Use (collectively the "Improvements"). The Improvements shall remain the exclusive property of the Lessee throughout the term and after termination of this Lease, until the Improvements are removed. Lessee may construct, alter, demolish, reconstruct, restore, replace, supplement, modify and reconfigure the Improvements at any time during the Term or any Renewal Term of this Lease. Lessee shall remove all of the above-ground portions of the Improvements not later than one hundred twenty (120) days following any termination of this Lease. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs which may interfere with or fall upon the Improvements or Premises. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as described on plat or survey attached hereto, as reasonably required for construction, installation, maintenance, and operation of the Improvements. Lessee shall have prepared within sixty (60) days of the signing of this Lease a survey showing exact legal description of the Premises and the access and utility easements requested by the Lessee for Lessor's approval, such approval not to be unreasonably withheld, conditioned or delayed. In the event that a guyed tower is constructed on the Premises, Lessor also grants Lessee an easement in, over, across and through Lessor's real property during the Term and any Renewal Term of this Lease for the installation and maintenance of and reasonable access to the guy wires and guy wire anchors.

(b) Lessee shall have the right to install power, telecommunications, cables, conduit, and any other utilities, including cabinets, vaults and improvements directly related to such utilities, on the Premises, at Lessee's expense, and to improve present utilities on the Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Premises and the Improvements. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Premises, Lessor agrees to reasonably cooperate with Lessee and to act reasonably in allowing the location of utilities on the Parent Parcel or other real property owned by Lessor without requiring additional compensation from Lessee or Lessee's licensee(s) or sublessee(s). Lessor shall, upon Lessee's request, execute within fifteen (15) days a separate written easement to the utility company providing the service or Lessee in a form which may be filed of record evidencing this right. (c) Only in the event that Lessee has received full zoning approval (including any variances), Lessee shall reimburse Lessor for all costs and

expenses associated with the installation and completion of a Federal Aviation Administration compliant helipad located on the Parent Parcel (the "Helipad"), up to a maximum amount of [redacted] ("Helipad Costs"). Lessee acknowledges that Lessor currently has a cost estimate in the amount of [redacted], and that if Lessor waits to order the Helipad until Lessee receives full zoning approval (including variances), the Helipad Costs may increase . Such costs and expenses shall be paid to Lessor by Lessee within ten (10) days of receipt of written proof of final payment by Lessor for the Helipad. Building location, specifications and cost estimations for the Helipad are more particularly described in Exhibit "C" attached and incorporated hereto.

(d) Lessor grants to Lessee, its officers, agents, employees, sublessees, licensees and their independent contractors, the right and privilege to enter upon the Premises and the Parent Tract, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Premises and all or part of the Parent Tract by licensed and insured professionals specializing in such studies or investigations and agrees to provide Lessor with proof of such insurance in addition to providing Lessor with copies of all such reports, surveys or studies within ten (10) days of receipt. Lessor grants Lessee and its sublessees and licensees a license to use such portion of Lessor's property contiguous to the Premises on a temporary basis as shown on the plat or survey attached hereto, as reasonably required during the Term or any Renewal Term of this Lease for the construction, installation, maintenance or removal of the Improvements, including access for construction machinery and equipment, storage of construction materials and equipment and staging areas. Lessee further agrees to indemnify and hold harmless Lessor from any loss, cost or damage whatsoever including reasonable attorney fees for any incident that arise from such activities.

(e) Lessor represents and warrants to Lessee that Lessee shall at all times during this Lease enjoy ingress, egress and access from the Premises twenty-four (24) hours a day, seven (7) days a week to an open and improved public road which presently exists and which shall be adequate to service the Premises and the Improvements. If no such public road exists or ceases to exist in the future, Lessor will grant an exclusive easement to Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Premises and the Improvements. To the degree such access is across other property owned by Lessor, Lessor shall execute an easement within fifteen (15) days of evidencing this right and Lessor shall maintain access to the Easement in a free and open condition so that no interference is caused to Lessee by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement.

7. Lessor's Representations and Warranties. As an inducement for Lessee to enter into and be bound by the terms of this Lease, Lessor represents and warrants to Lessee and Lessee's successors and assigns that Lessor (i) has good and marketable title to the Premises, (ii) has the authority to enter into and be bound by the terms of this Lease, (iii) to the best of Lessor's knowledge, there are no pending or threatened lawsuits, administrative actions (including bankruptcy or insolvency proceedings), suits, claims or causes of action against Lessor or which may otherwise affect the Premises, and (iv) the Premises are not presently subject to an option, lease, agreement or other contract which may adversely affect Lessor's ability to fulfill its obligations under this Lease. Lessor covenants and agrees that it shall not grant an option or enter into any contract which will adversely affect Lessee's Intended Use (as defined in paragraph 2 above) of the Premises until this Lease expires or is terminated by Lessee. The

representations and warranties of Lessor shall survive the termination or expiration of the term of this Lease.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences good faith efforts to cure the default within such period the cure period may be extended upon mutual agreement, in writing, of the parties hereto;

(b) Upon thirty (30) days' written notice by Lessee to Lessor if (i) Lessee is unable to obtain or maintain any license, permit or other Governmental Approval necessary for the construction and operation of the Improvements or Lessee's business or (ii) Lessee's Intended Use of the Premises is actually or constructively interfered with;

(c) By Lessee for any reason upon written notice from Lessee to Lessor if such termination complies with the terms of Paragraph 6 and Lessee pays a termination fee equal to six (6) months of the then current Rent ("Early Termination Fee"). If Lessee terminates the Lease pursuant to this Paragraph 8 (c), and if: (i) Lessee has received full zoning approval (including any variances), and (ii) Lessor has signed a contract to construct the Helipad as set forth in paragraph 6(c), then Lessee shall reimburse and pay the Lessor the actual Helipad Costs, in an amount not to exceed [redacted].

9. Subleases. Lessee at its sole discretion shall have the right, without the consent of or notice to Lessor, to license, sublease or otherwise allow the occupancy of all or a portion of the Premises and the Improvements. Lessee agrees that Lessor may install its emergency service equipment on the tower at no charge. Lessor's installation upon the tower shall be limited to a rad center of 100' or below. Lessee's licensee(s) and sublessee(s), including Lessor, shall be entitled to modify the tower and Improvements, and erect and install additional improvements and personal property on the Premises and Improvements, including but not limited to antennas, dishes, cabling, utilities, emergency or back up power, generators, and equipment shelters. Lessee's licensee(s) and sublessee(s), including Lessor, shall be entitled to all rights of ingress and egress to the Premises, the right to install utilities on the Premises and the right to use the Premises for the Intended Use as if said licensee or sublessee were the Lessee under this Lease within the Premises to be defined on the survey.

10. Taxes. Lessee shall pay any property taxes assessed on the Improvements. Lessee shall pay when due all property taxes and all other fees and assessments attributable to the Premises as Lessor is currently a tax-exempt entity and if Caldwell County determines the area of the Lease is then subject to ad valorem taxes Lessee agrees to pay the same. In the event that Lessee fails to pay when due any taxes affecting the Premises or the Easement, Lessor shall have the right but not the obligation to pay such taxes and add the full amount of the taxes paid by Lessor on Lessee's behalf to future payments of Rent. Lessor agrees to provide to Lessee a copy of any notice, assessment or billing relating to any real or personal property taxes for which Lessee is responsible under this Lease within thirty (30) days of receipt of same by Lessor. Lessee shall have the obligation to make payment of any real or personal property. Lessee shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification

of any real or personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real or personal property taxes as set forth herein, including but not limited to executing consent to appeal or other similar document.

11. Damage or Destruction. If the Premises or the Improvements are destroyed or damaged so as to hinder the effective use of the Improvements in Lessee's judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. Lessee, however, must fully comply with the other provisions herein.

12. Condemnation. If a condemning authority takes all of the Premises, or a portion sufficient in Lessee's determination, to render the Premises in the opinion of Lessee unsuitable for the use which Lessee was then making of the Premises, this Lease shall terminate the earlier of (i) the date title vests in the condemning authority or (ii) the date the condemning authority takes possession of the Premises or a portion of it. Lessor and Lessee will each be entitled to their respective awards as allowed by North Carolina law. A sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph. Except as provided in this paragraph, generally applicable condemnation law will apply in the event of a condemnation.

13. Insurance. Lessee, at Lessee's sole cost and expense, shall procure and maintain on the Premises and on the Improvements, bodily injury and property damage insurance with a combined single limit of at least One Million and 00/100 Dollars ($1,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises and Improvements and shall list Lessor as an additional insured under said policy. Lessor, at Lessor's sole cost and expense, shall procure and maintain on the Parent Parcel, bodily injury and property damage insurance with a combined single limit of at least One Million Dollars ($1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Lessor, its employees and agents arising out of or in connection with Lessor's use, occupancy and maintenance of the Parent Parcel.

14. Interference. Lessor shall not, nor shall Lessor permit its lessees, licensees, invitees or agents, to use any portion of the Parent Parcel or adjacent real property owned or controlled by Lessor in any way which interferes with Lessee's Intended Use of the Premises. Such interference within Lessor's control shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to remediate such interference Note however: Lessor is in the business of fire safety and emergency response and shall be allowed to conduct its rescue activities including first responder and helicopter airlifting and Lessee acknowledges that these activities do not interfere with Lessee's Intended Use.

15. Environmental Compliance. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws,

regulations or administrative orders or other materials the removal of which is required or the maintenance of which is prohibited, regulated or penalized by any federal, state or local government authority ("Hazardous Materials") on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation that Lessor has not disclosed to Lessee, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel and/or Easement in violation of any law or regulation. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation. This Lease shall at the option of Lessee terminate and be of no further force or effect if undisclosed Hazardous Materials are discovered to exist on the Parent Parcel and/or Easement through no fault of Lessee after Lessee takes possession of the Premises and Lessee shall be entitled to a refund of all the consideration paid in advance to Lessor under this Lease.

16. Environmental Indemnities.

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessee from and against any and all environmental damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel and/or Easement, or migrating to or from the Parent Parcel and/or Easement, or arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Parent Parcel and/or Easement and any activities thereon, which conditions exist or existed prior to or at the time of the execution of this Lease or which may occur at any time in the future through no fault of Lessee.

(b) Lessee, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Lessor from and against environmental damages caused by the presence of Hazardous Materials on the Premises arising solely as the result of Lessee's activities after the execution of this Lease.

(c) Notwithstanding the obligation of Lessor to indemnify Lessee pursuant to this Lease, Lessor shall, upon demand of Lessee, and at Lessor's sole cost and expense, promptly take all actions to remediate the Parent Parcel and/or Easement which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel and/or Easement of a Hazardous Material. Such actions shall include but not be limited to the investigation of the environmental condition of the Parent Parcel and/or Easement, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel and/or Easement to the condition existing prior to the introduction of Hazardous Material upon, about or beneath the Parent Parcel and/or Easement notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(d) The duties and indemnifications in this paragraph shall survive expiration or earlier termination of this Lease.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or via a nationally recognized overnight delivery service to the following addresses or to such other addresses as may be specified in writing at any time during the term of this Lease:

If to Lessor, to:

Name: Grace Chapel Volunteer Fire Dept
Address: 4548 Grace Chapel Rd, Granite Falls, NC 28630
Attention: Chief Bryan Edwards
Phone: (828) 396-1702
Email: bjedwards@gcfdnc.com

With copy to: Terry M. Taylor
Address: 858 2nd St NE, Suite 200, Hickory, NC 28601
Phone: (828) 322-4663
Email: TerryT@hickorylaw.com

If to Lessee, to:

TowerCo 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, North Carolina 27519
Attn: Property Management
Site ID #: NC0306

18. Title and Quiet Enjoyment. Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Premises free and clear of any liens and encumbrances or mortgages; (iii) there are no easements, licenses, rights, covenants or restrictions on use related to or affecting the Premises which will interfere with Lessee's Intended Use of the Premises except those included on the Report of Title to Troutman Pepper Hamilton Sanders LLP dated December 16, 2022; and (iv) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement(s) to which Lessor is a party. Lessor covenants that it shall comply with all applicable laws, regulations and requirements related to the Premises and that Lessee shall have the quiet enjoyment of the Premises during the term of this Lease. Lessor shall indemnify Lessee from and against any loss, cost, expense or damage including attorneys fees associated with a breach of the foregoing covenants

19. Occurrence of Lessor Default. The covenants, representations and conditions in this Lease are mutual and dependent. Upon the occurrence of any breach or nonperformance of any representation, warranty, covenant, agreement or undertaking made by Lessor in this Lease ("Default"), Lessee shall have the option to pursue any one or more of the following remedies after written notice of default to Lessor an opportunity to cure as is set forth herein; without notice or demand: (a) Lessee, may, at its sole election, terminate the Lease; (b) Lessee, may, without being obligated and without waiving the Default, cure the Default, whereupon Lessor shall pay to Lessee, upon demand, all costs expenses, and disbursements incurred by Lessee to cure the Default. Lessee shall be permitted to offset said costs, expenses and disbursements incurred by Lessee against Rent or any other amounts due or becoming due by Lessee to Lessor under this Lease; or (c) Lessee shall be entitled to pursue any and all other rights or remedies available at law or equity, including specific performance of this Lease, with respect to Lessor's default.

20. Assignment. Upon written notice to Lessee, Lessor is permitted to transfer this Lease only in connection with the sale of the Parent Parcel and only on the following conditions: (a) the acquiring party must and will assume in writing all of the rights and obligations of Lessor under this Lease on and after the date of purchase of the Parent Parcel and (b) Lessor must retain no rights or obligations under the Lease after the date of sale of the Parent Parcel (a "Lessor Permitted Assignment"). Lessee may assign this Lease without the consent of but with notice to Lessor. From and after the date this Lease has been sold, assigned or transferred by Lessee to a third party agreeing to be subject to the terms hereof Lessee shall be released from any and all liability under this Lease, including the payment of any rental or other sums due, without any further action. Additionally, Lessee may mortgage or grant a security interest in this Lease and the Improvements, and may assign this Lease and the Improvements to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). If requested, Lessor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties, and Secured Parties will pay to Lessor SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (750.00) for legal review of such documents as are necessary. Lessor agrees to use best efforts to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than ten (10) days after the receipt of the default notice If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by Lessee shall occur, or if Lessor shall terminate this Lease for any reason, Lessor will give to the Secured Parties prompt notice thereof and Lessor will give the Secured Parties the right to enter upon the Premises during a thirty (30)-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any Improvements. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

21. Successors and Assigns. This Lease shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

22. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Improvements or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

23. [Intentionally Deleted]

24. Liability and Indemnity. Lessee shall indemnify and hold Lessor harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Premises. Lessor shall indemnify and hold Lessee harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the negligence or willful misconduct of Lessor or Lessor's agents, employees, lessees, invitees, contractors or other tenants occurring in or about the Parent Parcel. The duties described herein survive termination of this Lease.

25. Conveyance of Interest in the Premises. Lessor shall not: (i) sell or otherwise transfer to a third party all or any portion of the Premises, or (ii) to grant to a third party by easement, or other legal instrument, an interest, in and to any portion of the Premises for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of this agreement to such third party (including but not limited to assignments of rental streams associated with this agreement).

26. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by the parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises, including but not limited to affidavits relating to title curative measures and subordination and non disturbance agreements and to take any further action which Lessee may reasonably require as to effect the intent of this Lease.

(f) This Lease shall be construed in accordance with the laws of the state in which the Premises is situated.

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

(h) Upon request of Lessee, Lessor shall promptly execute and deliver to Lessee such documents as Lessee requests to evidence Lessee's rights in the Premises, including a memorandum of option and a memorandum of lease and/or amendments thereto. Lessee may file such documents of record in the property records in the county in which the Premises are located.

(i) Lessee may obtain title insurance on its interest in the Premises and Easement, and Lessor shall cooperate by executing reasonable documentation required by the title insurance company. In the event the Premises is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish, within thirty (30) days written request by Lessee, a non-disturbance agreement to the effect that Lessee and Lessee's sublessees or licensees will not be disturbed in the occupancy of the Premises by any foreclosure; provided that the rights and interests of Lessee under this Lease shall be subject and subordinate to such mortgage or deed of trust.

(j) Intentionally Deleted.

(k) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart and that scanned or electronically reproduced copies of this Lease shall have the same force and effect as originals.

(l) Lessor will not, during the term of this Lease together with any extensions thereof, enter into any other lease, license, or other agreement for a similar purpose as set forth herein, on or adjacent to the Premises.

(m) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably condition, delay or withhold its approval or consent.

27. Confidentiality. Lessor shall not disclose to any third party the Rent payable by Lessee under this Lease and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, to Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Lease. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Lease upon giving thirty (30) days written notice thereof to Lessor.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date affixed to their signatures below.

LESSOR:

GRACE CHAPEL VOLUNTEER FIRE DEPT INC., a North Carolina non-profit corporation

By: Patrick N Starnes
Name: Patrick N Starnes
Title: Chairman
Date: 10-12-23

LESSOR ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA)
CATAWBA)
COUNTY OF ~~CALDWELL~~)

I, Sherry A. Hollar, a Notary Public do hereby certify that Patrick N. Starnes personally came before me this day and acknowledged that he is the Chairman of Grace Chapel Volunteer Fire Dept Inc., a North Carolina non-profit corporation, and that he, as Chairman being authorized to do so, executed the foregoing on behalf of the said non-profit corporation.

Witness my hand and official seal, this the 12 day of October, 2023.

Sherry A Hollar
Notary Public
Print Name Sherry A. Hollar
My commission expires: 3/10/2028 (seal)

SHERRY A. HOLLAR
Notary Public
Catawba County
NORTH CAROLINA

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____
Name: Mike Smith
Title: CFO
Date: 10/23/23

LESSEE ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA)
)
COUNTY OF WAKE)

I, Jill E. Harvey, a Notary Public do hereby certify that Mike Smith personally came before me this day and acknowledged that he is the CFO of TowerCo 2013 LLC, a Delaware limited liability company, and that he, as CFO being authorized to do so, executed the foregoing on behalf of the said limited liability company.

Witness my hand and official seal, this the 23rd day of October, 2023.

_____
Notary Public
Print Name Jill E. Harvey
My commission expires: 7/26/2025

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2025
(seal)

EXHIBIT "A"

DESCRIPTION OF PARENT PARCEL

The Parent Parcel is described and/or depicted as follows:

Lot No. 1, being 8.00 acres, as shown on the map of the Julius P. Bumgarner & wife, Nancy L. Bumgarner property recorded in Plat Book 23, at Page 273, Caldwell County Registry.

EXHIBIT "B"
DESCRIPTION OR DEPICTION OF PREMISES

An approximately 75' x 75' (5,625) square feet tract of land, together with easements for ingress, egress and utilities described or depicted as follows:

LEASE PREMISES:
All that tract or parcel of land lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82-83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie-line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the 30-foot wide Non-Exclusive Access, Fiber & Utility Easement and the TRUE POINT OF BEGINNING for the Lease Premises; thence N 26° 27' 44" W 75.00 feet to a point; thence N 63° 32' 16" E 75.00 feet to a point; thence S 26° 27' 44" E 75.00 feet to a point; thence S 63° 32' 16" W 75.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.129 Acres (5,625.000 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being as shown in a survey prepared for TowerCo by Summit Design and Engineering Services, PLLC. dated January 5th, 2024.

30' NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT:
Together with a 30-foot wide Non-Exclusive Access, Fiber & Utility Easement lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82-83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie-line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the Lease Premises and the TRUE POINT OF BEGINNING for the 30-foot wide Non-Exclusive Access, Fiber & Utility Easement; thence S 63° 32' 16" W 30.00 feet to a point; thence N 26° 27' 44" W 45.00 feet to a point; thence S 63° 32' 16" W 322.16 feet to a PK Nail found at the Right of Way of Grace Chapel Road (Having a 60' Public Right of Way); thence with said Right of Way N 20° 00' 11" W 30.19 feet to a point; thence leaving said Right of Way N 63° 32' 16" E 348.77 feet to a point; thence S 26° 27' 44" E 75.00 feet to the POINT OF BEGINNING.
Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.272 Acres (11,863.93 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being as shown in a survey prepared for TowerCo by Summit Design and Engineering Services, PLLC. dated January 5th, 2024.

10' NON-EXCLUSIVE FIBER & UTILITY EASEMENT:
Together with a 10-foot wide Non-Exclusive Fiber & Utility Easement lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82-83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

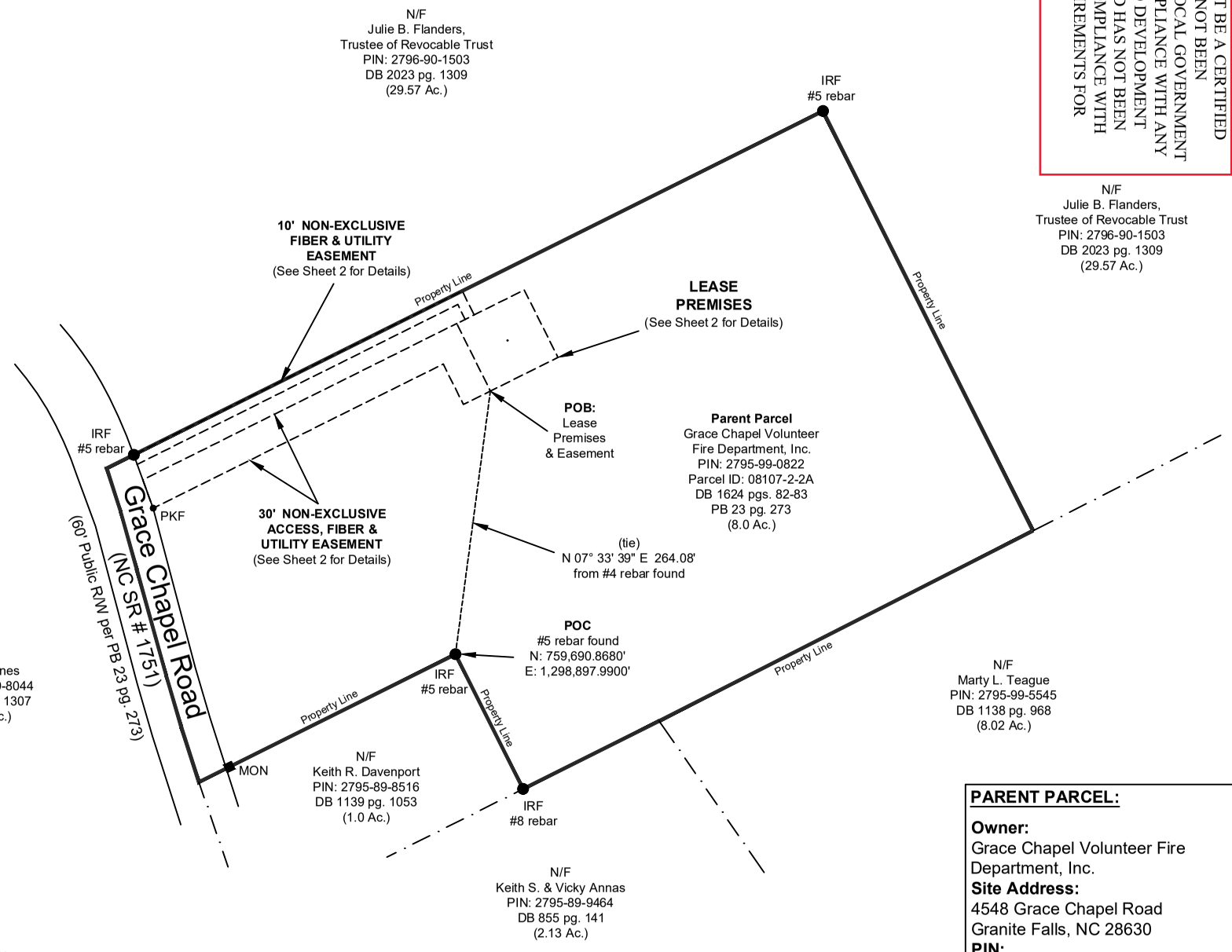
To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie-line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the Lease Premises and the 30-foot wide Non-Exclusive Access, Fiber & Utility Easement; thence with said Lessee Premises N 26° 27' 44" W 75.00 feet to a point; thence N 63° 32' 16" E 9.30 feet to a point being the TRUE POINT OF BEGINNING for the 10-foot wide Non-Exclusive Fiber & Utility Easement; thence leaving said Lessee Premises N 26° 27' 44" W 16.56 feet to a point; thence S 63° 28' 49" W 356.23 feet to a point at the eastern Right of Way of Grace Chapel Road (Having a 60' Public Right of Way); thence with said Right of Way N 20° 00' 11" W 10.07 feet to an existing #5 rebar found at the property of Julie B. Flanders, Trustee of Revocable Trust as described in Deed Book 2023 page 1309; thence leaving said Right of Way with said Flanders property N 63° 28' 49" E 365.10 feet to a point; thence leaving said Flanders property S 26° 27' 44" E 26.57 feet to a point at the Lessee Premises; thence with said Lessee Premises S 63° 32' 16" W 10.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.088 Acres (3,822.35 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being as shown in a survey prepared for TowerCo by Summit Design and Engineering Services, PLLC. dated January 5th, 2024.

(see attached survey)

NAVD 88
NAD 83 (2011)



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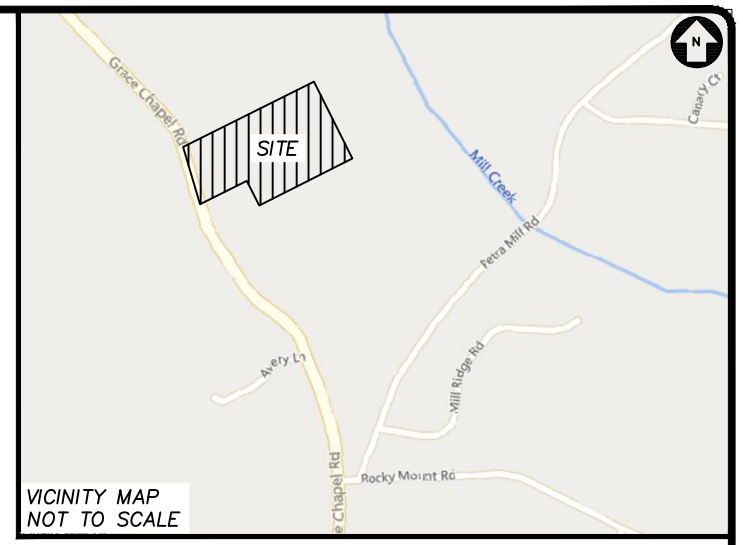
N/F
Julie B. Flanders,
Trustee of Revocable Trust
PIN: 2796-90-1503
DB 2023 pg. 1309
(29.57 Ac.)

GENERAL NOTES

1. This Specific Purpose Survey is for the Lease Premises and Easements Only. This Specific Purpose Survey was prepared for the exclusive use of TowerCo and exclusively for the transferal of the Lease Premises and the Rights of Easement shown hereon. Boundary information shown hereon has been compiled from tax maps and deed descriptions only. No boundary survey of the Parent Parcel was preformed.
2. This drawing does not represent a boundary survey.
3. The Specific Purpose Survey was prepared with the benefit of a title report which may reveal additional conveyances, easements, or rights-of-way not shown hereon.
4. Survey equipment used for angular & linear measurements: Trimble S5 Robotic Total Station.
5. The 1' contours and spot elevations shown on the Specific Purpose Survey are adjusted to NAVD 88 Datum (computed using GEOID 18) and have a vertical accuracy of +/- 0.5'. Contours outside the immediate site area are approximate.
6. Bearings shown on this Specific Purpose Survey are based on Grid North (NAD83).
7. Per FEMA Floodplain Maps, this site is located in an area designated as Zone X (Areas of Minimal Flood Hazard).
Community Panel #: 2795
FIRM Map #: 3710279500J Dated July 07th, 2009.
8. No wetland areas have been investigated by this Specific Purpose Survey.
9. All zoning information should be verified with Caldwell County Zoning Officials.
10. Any underground utilities shown have been located from above ground field survey information. The Surveyor makes no guarantees that any underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The Surveyor further does not warrant that any underground utilities shown are in the exact location indicated although they are located as accurately as possible from information available. The Surveyor has not physically located and underground utilities.



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATION:

I, Neal H. O'Connor, Jr., do hereby certify that this map was drawn under my supervision from an actual GPS/conventional field survey made under my supervision, and accurately depicts the locations of this site as surveyed in the field and is not intended to represent a Boundary Survey of the Property or Properties shown hereon. This survey is for Informational purposes only.

January 5th, 2024

Neal H. O'Connor, Jr. Date
NCPLS # L-4005

NORTH CAROLINA PROFESSIONAL SEAL L-4005 LAND SURVEYOR NEAL H. O'CONNOR, JR.
January 5th, 2024

POSITIONAL ACCURACY:

Class of Survey: Class "A"
Positional Accuracy: <0.10'
GPS Procedure: NCGS Network RTK using a Trimble SPS985 GPS Rover with TSC3 Controller
Datum/Epoch: NAD83 (NSRS2011) / NAVD 88
Public/Fixed Control: NC VRS Network
Geoid Model: Geoid18 (CONUS)
Combined Grid Factor: 0.99986687
Units: US Survey Feet
Date of Survey: November 7th, 2023

PARENT PARCEL:

Owner:
Grace Chapel Volunteer Fire Department, Inc.
Site Address:
4548 Grace Chapel Road
Granite Falls, NC 28630
PIN:
2795-99-0822
Parcel ID:
08107-2-2A
Area:
8.0 Acres
Zoning:
RA-20 (Residential and Agricultural)
References:
DB 1624 pgs. 82-83
PB 23 pg. 273

LEGEND

AP = Antenna Pole
CB = Catch Basin
CO = Sanitary Sewer Cleanout
DB = Deed Book
DI = Drop Inlet
FH = Fire Hydrant
FO = Fiber Optic
GV = Gas Valve
GW = Guy Wire
HH = Handhole
IPF = Iron Pipe Found (as noted)
IRF = Iron Rebar Found (as noted)
LP = Light Pole
MB = Miscellaneous Book
MON = 4"X4" Concrete R/W Monument
PB = Plat Book
PC = Plat Cabinet
PG = Page
PKF = PK Nail Found
POB = Point of Beginning
POC = Point of Commencement
R/W = Right-of-Way
TBM = Temporary Benchmark
TP = Telephone Pedestal
UP = Utility Pole
WM = Water Meter
WV = Water Valve

GRAPHIC SCALE
75 0 75 150 300
(IN FEET)
1 inch = 150 ft.

LINETYPE LEGEND

= Lease Premises & 30' Easement
= Parcel Line
= Fence Line
= Curb & Gutter
= Fiber Optic Line
= Right of Way Line
= Overhead Electric Power Line
= Branch Line (Property)

HATCH LEGEND

= Concrete
= Brick Walkway
= Grass
= Wall

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PREPARED FOR
TowerCo
Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

SPECIFIC PURPOSE SURVEY:

NC0306 Brinkley

4548 GRACE CHAPEL ROAD
GRANITE FALLS, NC 28630
CALDWELL COUNTY
DATE OF SURVEY: NOVEMBER 7TH, 2023

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Hillsborough, NC 27278
Voice: (919) 732-3883 Fax: (919) 732-6676
www.summitde.net

SPECIFIC PURPOSE SURVEY

TOWER LEASE PREMISES SITE
SHEET 1 OF 4

(Not Valid without all Sheets)

Plotted: 1/5/2024 2:38:31 PM
By: Neal O'Connor
Login Name: neal.oconnor
C:\Users\neal.oconnor\Desktop\NC0306 Brinkley\NC0306 Brinkley.dwg

SITE INFORMATION:

Lease Premises:
5,625.00 Square Feet (0.129 Acres)
Latitude at center of Lease Premises:
N 35° 48' 54.947"(NAD83)(35.815263 N)
Longitude at center of Lease Premises:
W 81° 21' 53.378"(NAD83)(-81.364827 W)

Elevation at center of Lease Premises:
1128.56' A.M.S.L.

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NAD 83 (2011)
NAVD 88

LINETYPE LEGEND
= Right of Way Line
= Lease Premises & Easements
= Parcel Line
= Temporay Construction Esmt.
= Fence Line
=Curb & Gutter
= Fiber Optic Line
= Water Line
= Overhead Electric Power Line
= Underground Electric Line
= Calculated Point
= Edge of Wood Line

N/F
Julie B. Flanders,
Trustee of Revocable Trust
PIN: 2796-90-1503
DB 2023 pg. 1309
(29.57 Ac.)

N/F
Raenell Hines
PIN: 2795-79-8044
DB 1801 pg. 1307
(58.83 Ac.)

10' NON-EXCLUSIVE FIBER & UTILITY EASEMENT
(Rights to be Acquired)

30' NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT
(Rights to be Acquired)

LEASE PREMISES
(Rights to be Acquired)

Parent Parcel
Grace Chapel Volunteer
Fire Department, Inc.
PIN: 2795-99-0822
Parcel ID: 08107-2-2A
DB 1624 pgs. 82-83
PB 23 pg. 273
(8.0 Ac.)

1-Story
Brick Fire
Station

Grace Chapel Road
(NC SR # 1751)
(60' Public R/W per PB 23 pg. 273)

R/W Line
Property Line

15" CMP
I.E. = 1130.08'

15" CMP
I.E. = 1129.75'

IRF
#5 rebar

12" CPP
I.E. = 1121.52'

12" CPP
I.E. = 1128.70'

POB:
10' Easement

POB:
Lease
Premises
& Easement

POC
#5 rebar found
N: 759,690.8680'
E: 1,298,897.9900'

(tie)
N 07° 33' 39" E 264.08'
from #4 rebar found

N20°00'11"W 10.07'
N20°00'11"W 30.19'
N63°28'49"E 365.10'
S63°28'49"W 356.23'
N63°32'16"E 348.77'
N63°32'16"E 75.00'
S63°32'16"W 322.16'
S63°32'16"W 75.00'
S63°32'16"W 30.00'
N26°27'44"W 45.00'
S26°27'44"W 75.00'
S26°27'44"E 75.00'
10.00'

back of curb
curb cut
curb cut
Property Line
sign
FH
BOL
UG tank
PKF
MB

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N63°32'16"E	9.30'
L2	N26°27'44"W	16.56'
L3	S26°27'44"E	26.57'
L4	S63°32'16"W	10.00'

LEGEND
AP = Antenna Pole
BOL = Bollard
CB = Catch Basin
CPP = Corrugated Plastic Pipe
DI = Drop Inlet
FH = Fire Hydrant
FO = Fiber Optic
GV = Gas Valve
GW = Guy Wire
ICV = Irrigation Control Valve
IPF = Iron Pipe Found (as noted)
IRF = Iron Rebar Found (as noted)
LP = Light Pole
MB = Mail Book
MON = 4"X4" Concrete R/W Monument
PB = Plat Book
PG = Page
PKF = PK Nail Found
POB = Point of Beginning
POC = Point of Commencement
R/W = Right-of-Way
TBM = Temporary Benchmark
TP = Telephone Pedestal
UP = Utility Pole
WM = Water Meter
WV = Water Valve

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 40 ft.

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PREPARED FOR
TowerCo

Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

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SPECIFIC PURPOSE SURVEY

TOWER LEASE PREMISES SITE
SHEET 2 OF 4

(Not Valid without all Sheets)

Page 1 of 1 Doc 1361

PARENT PARCEL:

Property located in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina.

All that certain piece, parcel or tract of land lying and being situated on the east–side of Grace Chapel Road (NC SR# 1751), 0.38 miles north of the intersection with Rocky Mount Road in Caldwell County, North Carolina, containing seventy–one and 91/100 Acres (71.91 Acres), more or less, and being the same property conveyed to Grace Chapel Volunteer Fire department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds.

TAX PARCEL ID NUMBER: 934059195300

LEASE PREMISES

All that tract or parcel of land lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

To find the Point of Beginning, commencing at an existing #5 rebar at the southeastern corner of the said Grace Chapel Volunteer Fire Department, Inc. property and the northern corner of the Keith R. Davenport property as described in Deed Book 1139 page 1053 having a North Carolina Grid North (NAD83) value of N: 759,690.8680' and E: 1,298,897.9900' and being labeled POINT OF COMMENCEMENT; thence with a tie–line N 07° 33' 39" E 264.08 feet to a point being the Point of Beginning of the 30–foot wide Non–Exclusive Access, Fiber & Utility Easement and the TRUE POINT OF BEGINNING for the Lease Premises; thence N 26° 27' 44" W 75.00 feet to a point; thence N 63° 32' 16" E 75.00 feet to a point; thence S 26° 27' 44" E 75.00 feet to a point; thence S 63° 32' 16" W 75.00 feet to the POINT OF BEGINNING.

Bearings based on North Carolina Grid North, NAD83.

Said described parcel containing 0.129 Acres (5,625.00 square feet), more or less and subject to any and all easements, reservations, restrictions and conveyances of record, being shown hereon for TowerCo.

30' NON-EXCLUSIVE ACCESS, FIBER & UTILITY EASEMENT

Together with a 30–foot wide Non–Exclusive Access, Fiber & Utility Easement lying and being in the Town of Granite Falls, Lovelady Township, Caldwell County, North Carolina, and being the same property conveyed to Grace Chapel Volunteer Fire Department, Inc. by Deed Book 1624 pages 82–83 dated December 29th, 2006, and recorded in the Caldwell County Register of Deeds and being more particularly described as follows:

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Bearings based on North Carolina Grid North, NAD83.

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PREPARED FOR
TowerCo

Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

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SPECIFIC PURPOSE SURVEY

TOWER LEASE
PREMISES SITE
SHEET 3 OF 4

(Not Valid without all Sheets)

TITLE EXCEPTIONS:

This survey was made with the aid of Title work prepared by U.S. Title Solutions, report date of 04/28/2023, examined from 08/05/1924 to 04/14/2023, being File No. UST75131 and Reference No. NC0306, for the Parent Parcel to determine the impacts of existing title exceptions listed below:

1. MORTGAGES, DEEDS OF TRUST AND UCCs

Mortgages, Deeds of Trust and/or UCCs found of record within period searched are set forth on Schedule IV of referenced Title Commitment.

2. JUDGMENTS AND LIENS

None found within period searched.

3. COVENANTS AND RESTRICTIONS

None found within period searched.

4. EASEMENTS AND RIGHTS OF WAY

4.1 Utility Easement by Grace Chapel Vol. Fire Dept. INC to Blue Ridge Electric Membership Corporation, Dated November 18, 2011, Recorded November 30, 2011, in Book 1781, Page 1517.
Notes: Easement and Right of Way to Maintain Utility Easement.

[Easement describes a 20' wide & centered, right of way for electrical service and maintenance, deed description is Blanket in Nature and not plottable.]

4.2 Easement by W.S. Bumgarner and Mrs. W.S. Bumgarner, his wife to Caldwell Mutual Corporation, Dated March 09, 1937, Recorded December 05, 1938, in Book 176, Page 321.
Notes: Easement of maintenance.

[Easement describes an Ingress–Egress easement across a 97 Acre tract owned by W.S. & Mrs. W.S. Bumgarner for Caldwell Mutual Corporation, with no easement width or plottable descriptions.]

4.3 Easement as in Deed Book 125, Page 93, Deed Book 749, Page 615 and Deed Book 160, Page 4.

[Easements describe a 16' roadway on the northwestern–side of Grace Chapel Road and does not affect the Parent Parcel.]

5. OTHER RECORDED DOCUMENTS

5.1 Plat Dated November 14, 2006, Recorded December 21, 2006, in Book 23, Page 273.

[Plat describes the Parent Parcel.]

6. OTHER UNRECORDED DOCUMENTS

6.1 Property Card

[Property Card describes the Parent Parcel as shown.]

6.2 Tax Map

[Tax Map describes the Parent Parcel as shown.]

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PREPARED FOR
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Kimley»Horn

REVISIONS					
No.	DATE	DESCRIPTION	BY	CHK	APP

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SPECIFIC PURPOSE SURVEY

TOWER LEASE
PREMISES SITE
SHEET 4 OF 4

(Not Valid without all Sheets)

EXHIBIT "C"
HELIPAD COSTS

Steve Williams
Concrete
5260 Jones Park Drive
Granite Falls, NC
28630
Office 828- 396-4202
FAX 828-396-4290
Cell 828-312-9167

Estimate

DATE 8/16/2023

Bill To
GRACE CHAPEL FIRE
GRANITE FALLS N.C.

P.O Number
HELO PAD A

DATE	DESCRIPTION	AMOUNT	RATE	DUE
08-16-2023	REMOVE TOP 6LEVEL PAD ON COMPACKED FILL, FORM, PLACE AN FINISH CONCRETE FOR A 45 FOOT CIRCLE WITH 4000 P.S.I. CONCRETE WITH FIBER, 6 INCHES IN DEPTH BROOM FINISH ,SAW CONTROL JOINTS, ALL LABOR AND MATERIALS FOR SAID PROJECT	$1.00	12440.00	$12,440.00

Discount	$0.00
Sub Total	$12,440.00
0.00% on $0.00	$0.00
Total	$12,440.00

FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE GROUND LEASE AGREEMENT ("Amendment") is entered into as of the later of the signature dates below by and between **GRACE CHAPEL VOLUNTEER FIRE DEPT. INC.**, a North Carolina non-profit corporation ("Lessor") and **TOWERCO 2013 LLC**, a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Ground Lease Agreement dated October 23, 2023 (the "Agreement"), for the Premises, which is a portion of the Land located in the County of Caldwell, State of North Carolina, as more particularly described in this Amendment; and

WHEREAS, Lessor and Lessee have agreed to replace Exhibit "B" with Exhibit "B-1" to memorialize an additional ten (10') foot wide fiber and utility easement in addition to a thirty (30') foot wide access easement, as shown on Exhibit "B-1", attached hereto and incorporated herein; and

WHEREAS, Lessor and Lessee desire to revise the language in Paragraphs 6 (c) and 8 (c) to reflect that Lessee will reimburse Lessor for costs associated with the installation of a concrete foundation for a new training facility located on the Parent Parcel; and

WHEREAS, Lessor and Lessee desire to delete Exhibit "C" from the Agreement.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. ***Premises.*** Lessor and Lessee desire to delete Exhibit "B" and replace it with Exhibit "B-1" in order to memorialize the location of an additional ten (10') foot wide fiber and utility easement in addition to a thirty (30') foot wide access easement, as depicted on Exhibit "B-1". Exhibit "B" to the Agreement is hereby replaced with Exhibit "B-1" attached hereto and incorporated herein.

2. Paragraph 6 (c) of the Agreement is hereby deleted in its entirety and replaced with the following:

"6 (c) Only in the event that Lessee has received full zoning approval (including any variances), Lessee shall reimburse Lessor for costs and expenses associated with the installation and completion of a concrete foundation to be used for a new training facility located on the Parent Parcel ("Foundation"), up to a maximum amount of [redacted]. Such costs and expenses shall be paid to Lessor by Lessee within ten (10) days of receipt of written proof of payment by Lessor for the Foundation."

3. The second sentence of Paragraph 8 (c) of the Agreement is deleted in its entirety and replaced with the following:

> "If Lessee terminates the Lease pursuant to this Paragraph 8 (c), and if: (i) Lessee has received full zoning approval (including any variances), and (ii) Lessor has provided Lessee with written proof of payment by Lessor for the Foundation as set forth in Paragraph 6 (c), then Lessee shall reimburse and pay Lessor for such costs and expenses associated with the Foundation, in an amount not to exceed [redacted]."

4. Exhibit "C" to the Agreement is deleted in its entirety and is not being replaced.

5. ***Agreement in Full Force.*** Except as expressly amended hereby, all terms and conditions of the Agreement shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Agreement, the terms set forth in this Amendment shall govern and control. The covenants, representations and conditions in the Agreement are mutual and dependent.

6. ***Counterparts.*** This Amendment may be executed in one or more counterparts which shall be construed together as one document.

7. ***Defined Terms.*** Unless otherwise defined, all defined terms used in this Amendment shall have the meanings ascribed to them under the Agreement.

8. ***Successors and Assigns.*** Upon full execution by Lessee and Lessor, this Amendment (i) shall be binding upon and shall inure to the benefit of each of the parties and their respective successors, assigns, receivers and trustees; and (ii) may be modified or amended only by a written agreement executed by each of the parties.

9. ***Non-Binding Until Fully Executed.*** This Amendment is for discussion purposes only and does not constitute a formal offer by either party. This Amendment is not and will not be binding on either party until and unless it is fully executed by both parties.

10. ***Recitals.*** The recitals at the beginning of this Amendment are incorporated in and made a part of this Amendment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the later of the signature dates below.

LESSOR:

GRACE CHAPEL VOLUNTEER FIRE DEPT. INC., a North Carolina non-profit corporation

By: Patrick Neal Stevens

Name: Patrick Neal Stevens

Title: Chairman

Date: 1-24-24

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: _____

Name: Mike Smith

Title: CFO

Date: 1/30/24

EXHIBIT B-1
Revised Premises

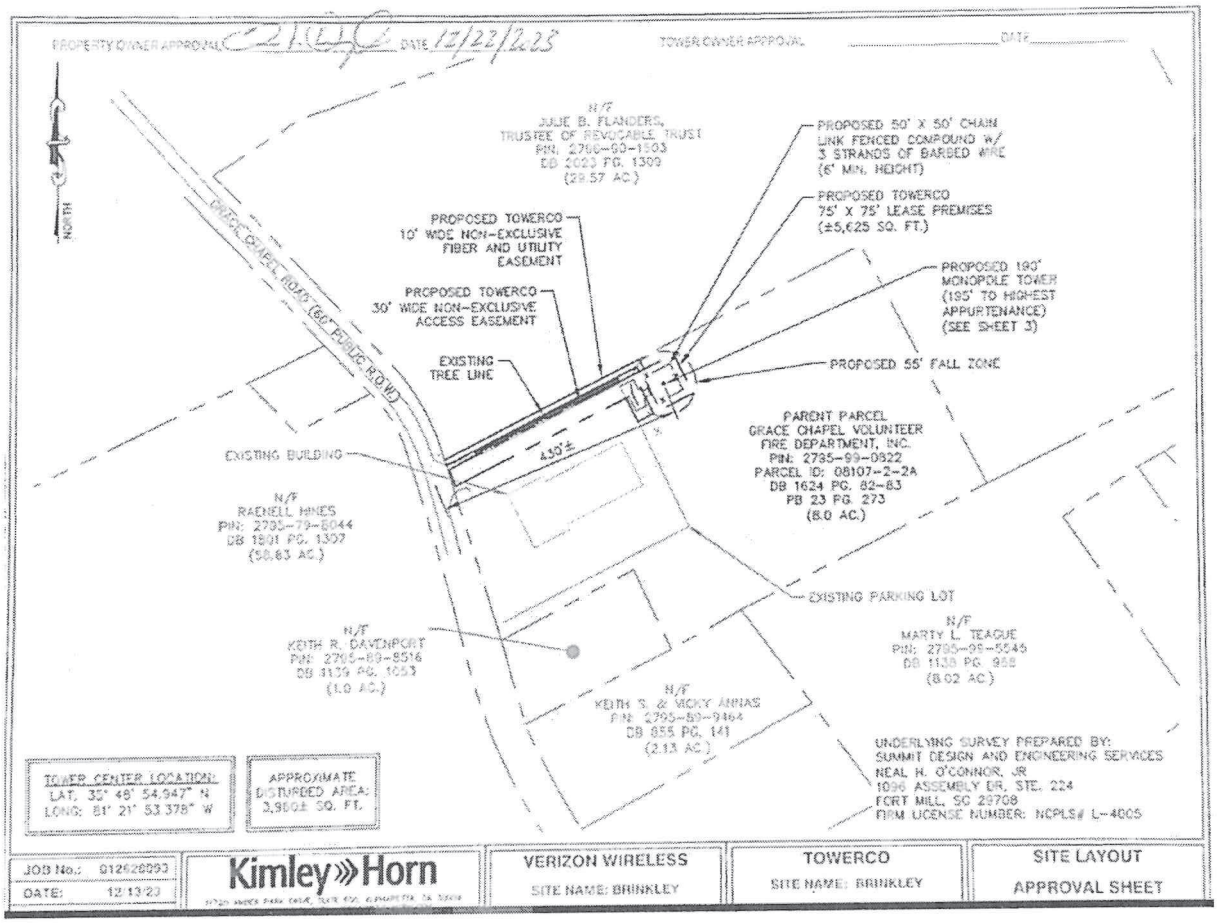

Exhibit 11
Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2023

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).

PRODUCER Novak Insurance Agency, Inc. 30775 Bainbridge Rd #100 Solon OH 44139	**CONTACT NAME:** Stacy Helpman **PHONE (A/C, No, Ext):** 440-914-0607 **FAX (A/C, No):** 440-349-2195 **E-MAIL ADDRESS:** stacy@novakinsurance.com
INSURED TOWEVHO-01 TowerCo 2013 LLC 5000 Valleystone Dr, Ste 200 Cary NC 27519	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Vigilant Insurance Company 20397 **INSURER B :** Federal Insurance Company 20281 **INSURER C :** Travelers Casualty and Surety Company of America 31194 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 798933838 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			36055724	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Combined Aggregate	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73577776	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	**UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			79898482	10/23/2023	10/23/2024	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71744976	10/1/2023	10/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Retroactive Date: 9/28/2020			107919212	9/28/2023	9/28/2024	Limit Aggregate Deductible	$2,000,000 $2,000,000 $10,000

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

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

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

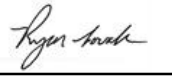

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Exhibit 12
RF Justification Memo & Propagation Maps

March 13, 2024

Chris Barlowe, Chairman Planning Board
Caldwell County Planning Department
2345 Morganton Blvd
Lenior, NC 28645

Jennifer Jack, Director of Site Development
TowerCo
5000 Valleystone Dr
Cary, NC 27519

RE: Proposed Cellco Partnership d/b/a Verizon Wireless telecommunications tower facility at 35.775855, -81.171219 - (Site Name: Brinkley)

Mr. Barlowe & Ms. Jack,

I am the Verizon RF engineer responsible for this site.

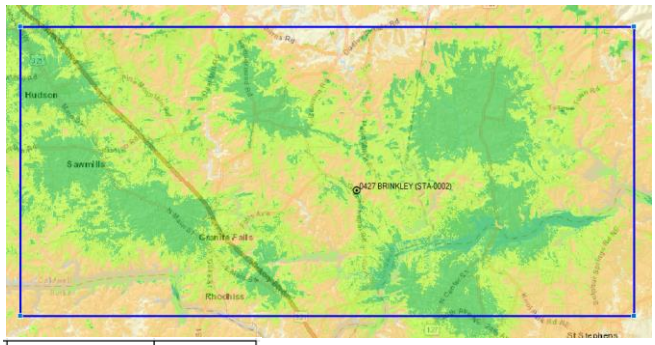
I have enclosed plots depicting the signal strength and service area at the requested 185' antenna centerline for the (700 MHz) frequency for this site.

The 185' antenna centerline is the minimum height needed to achieve Verizon's service objectives for this site.

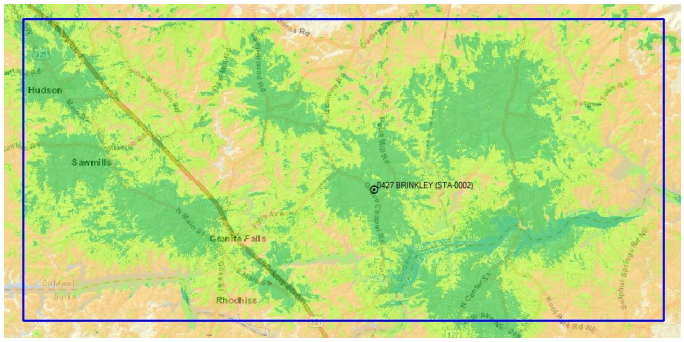
Thank you for your consideration,

Dennis M. Douglas
Sr Engr Cslt-Radio Frequency– Columbia/Asheville
Verizon Wireless
8921 Research Drive
Charlotte, NC 28262
1 704-510-8518 | M 704-562-0862
dennis.douglas@verizonwireless.com

Before



After



Coverage Level	Color
In-Building	
In-Vehicle	
On-Street	

Dennis M. Douglas
Sr Engr Cslt-Radio Frequency– Columbia/Asheville
Verizon Wireless
8921 Research Drive
Charlotte, NC 282621 704-510-8518 | M 704-562-0862
dennis.douglas@verizonwireless.com

Exhibit 13
FAA Determination

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

Aeronautical Study No.
2024-ASO-949-OE

Issued Date: 02/02/2024

Henry Byrne
TowerCo 2013 LLC
5000 Valley Stone Drive
Suite 200
Cary, NC 27519

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

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

Structure:	Monopole NC0306 Brinkley
Location:	Granite Falls, NC
Latitude:	35-48-54.95N NAD 83
Longitude:	81-21-53.38W
Heights:	1129 feet site elevation (SE)
	195 feet above ground level (AGL)
	1324 feet above mean sea level (AMSL)

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

Emissions from this site must be in compliance with the parameters set by collaboration between the FAA and telecommunications companies and reflected in the FAA 5G C band compatibility evaluation process (such as power, frequencies, and tilt angle). Operational use of this frequency band is not objectionable provided the Wireless Providers (WP) obtain and adhere to the parameters established by the FAA 5G C band compatibility evaluation process. **Failure to comply with this condition will void this determination of no hazard.**

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

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

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

This determination expires on 08/02/2025 unless:

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

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

This determination does not constitute authority to transmit on the frequency(ies) identified in this study. The proponent is required to obtain a formal frequency transmit license from the Federal Communications Commission (FCC) or National Telecommunications and Information Administration (NTIA), prior to on-air operations of these frequency(ies).

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

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

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

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

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

If we can be of further assistance, please contact our office at (404) 305-6064, or James.Marek@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2024-ASO-949-OE.

Signature Control No: 609513413-611416232 (DNE)
James Marek
Specialist

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

cc: FCC

Part 77 authorizes the FAA to evaluate a structure or object's potential electromagnetic effects on air navigation, communication facilities, and other surveillance systems. It also authorizes study of impact on arrival, departure, and en route procedures for aircraft operating under visual or instrument flight rules, as well as the impact on airport traffic capacity at existing public use airports. Broadcast in the 3.7 to 3.98 GHz frequency (5G C band) currently causes errors in certain aircraft radio altimeters and the FAA has determined they cannot be relied upon to perform their intended function when experiencing interference from wireless broadband operations in the 5G C band. The FAA has adopted Airworthiness Directives for all transport and commuter category aircraft equipped with radio altimeters that prohibit certain operations when in the presence of 5G C band.

This determination of no hazard is based upon those mitigations implemented by the FAA and operators of transport and commuter category aircraft, and helicopters operating in the vicinity of your proposed location. It is also based on telecommunication industry and FAA collaboration on acceptable power levels and other parameters as reflected in the FAA 5G C band evaluation process.

The FAA 5G C band compatibility evaluation is a data analytics system used by FAA to evaluate operational hazards related to aircraft design. The FAA 5G C band compatibility evaluation process refers to the process in which the telecommunication companies and the FAA have set parameters, such as power output, locations, frequencies, and tilt angles for antenna that mitigate the hazard to aviation. As the telecommunication companies and FAA refine the tools and methodology, the allowable frequencies and power levels may change in the FAA 5G C band compatibility evaluation process. Therefore, your proposal will not have a substantial adverse effect on the safe and efficient use of the navigable airspace by aircraft provided the equipment and emissions are in compliance with the parameters established through the FAA 5G C band compatibility evaluation process.

Any future changes that are not consistent with the parameters listed in the FAA 5G C band compatibility evaluation process will void this determination of no hazard.

Frequency Data for ASN 2024-ASO-949-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	2000	W
614	698	MHz	1000	W
698	806	MHz	1000	W
806	824	MHz	500	W
806	901	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W
3700	3980	MHz	3280	W
3700	3980	MHz	1640	W

Sectional Map for ASN 2024-ASO-949-OE

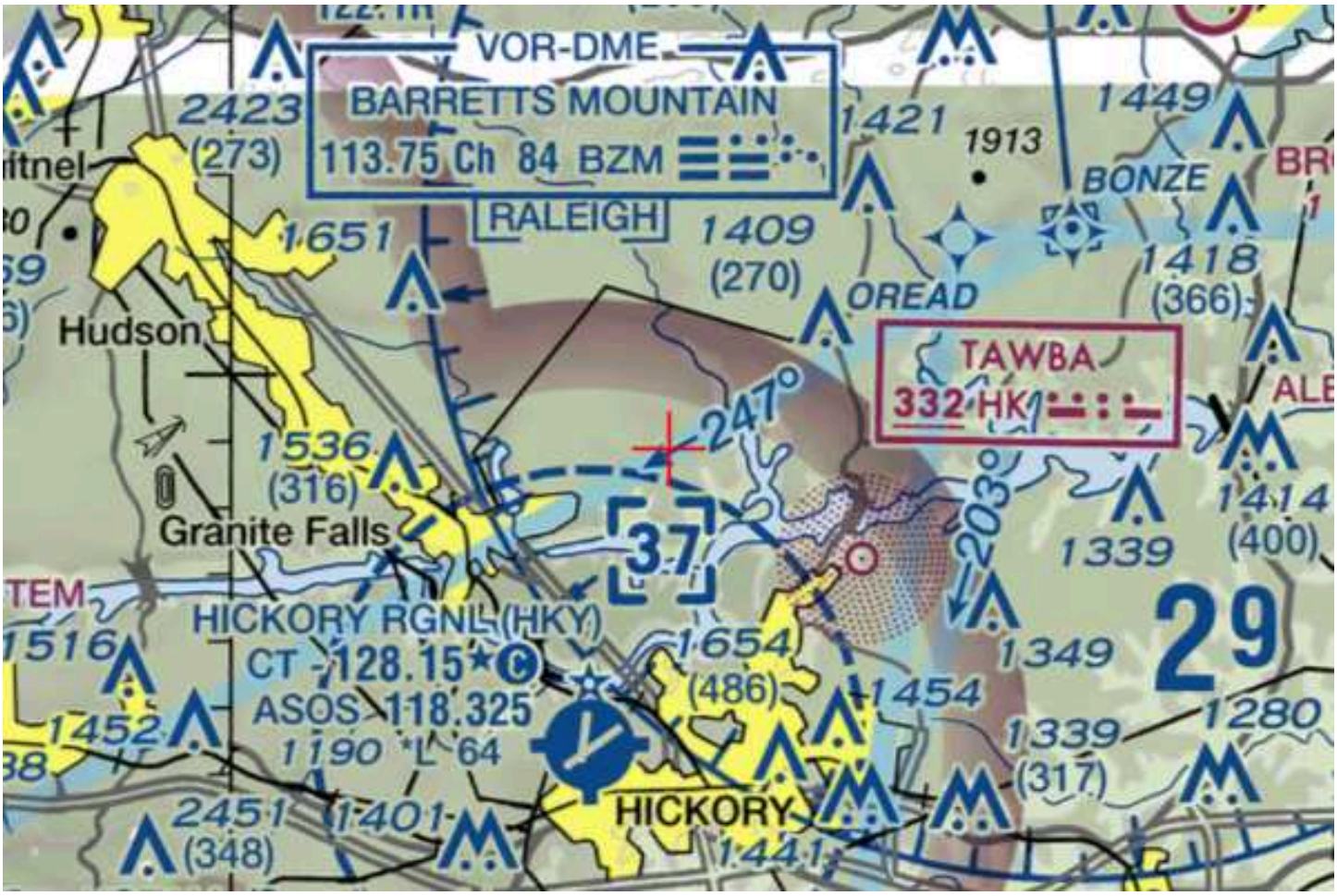


Exhibit 14
Search Ring


Brinkley – 1.75-mile x 2.8-mile rectangular search area
Brinkley - 35.821413, -81.380072
Grace Chapel
Brinkley - Grace Chapel Vol. Fire Department
Mill Creek

Exhibit 15
Agent Authorization

AUTHORITY FOR APPOINTMENT OF PERSON
TO ACT ON MY BEHALF

The undersigned landowner, Grace Chapel Volunteer Fire Department (the "***Owner***"), and the undersigned tenant, Towerco 2013 LLC (the "***Tenant***"), do hereby appoint Thomas H. Johnson, Jr. of Williams Mullen to act on their behalf for the purpose of petitioning the Caldwell County Board of Adjustment (the "***Board***") for a Special Use Permit.

The Owner and the Tenant do hereby covenant and agree with the Board that Thomas H. Johnson, Jr. (the "***Appointee***") has the authority to do the following acts for and on behalf of the Owner and the Tenant:

(1) To submit an application for a Special Use Permit and the required supplemental materials;

(2) To appear at public meetings to give testimony and make commitments on behalf of the Owner and the Tenant;

(3) To accept conditions or recommendations made for the issuance of the Special Use Permit on the Owner's property; and

(4) To act on the Owner's and the Tenant's behalf without limitations with regard to any and all things directly or indirectly connected with or arising out of any petition.

This appointment agreement shall continue in effect until the final disposition of the Special Use Permit application is submitted in conjunction with this appointment.

[SIGNATURE PAGE FOLLOWS]

AUTHORITY FOR APPOINTMENT OF PERSON
TO ACT ON MY BEHALF
[Signature Page]

Appointee's Name, Address & Telephone:
Thomas H. Johnson, Jr., Attorney
Williams Mullen
301 Fayetteville Street, Suite 1700
Raleigh, NC 27601
tjohnson@williamsmullen.com
(919) 981-4006

Landowner's Name, Address & Telephone:
Grace Chapel Volunteer Fire Department
Attn: Patrick Starnes
4548 Grace Chapel Road
Granite Falls, NC 28630
(828) 474-9132

Landowner's Signature:

By: Patrick Starnes
Date: 2/7/2024

Tenant's Name, Address & Telephone:
Towerco 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, NC 27519
(919) 653-5710

Tenant's Signature:

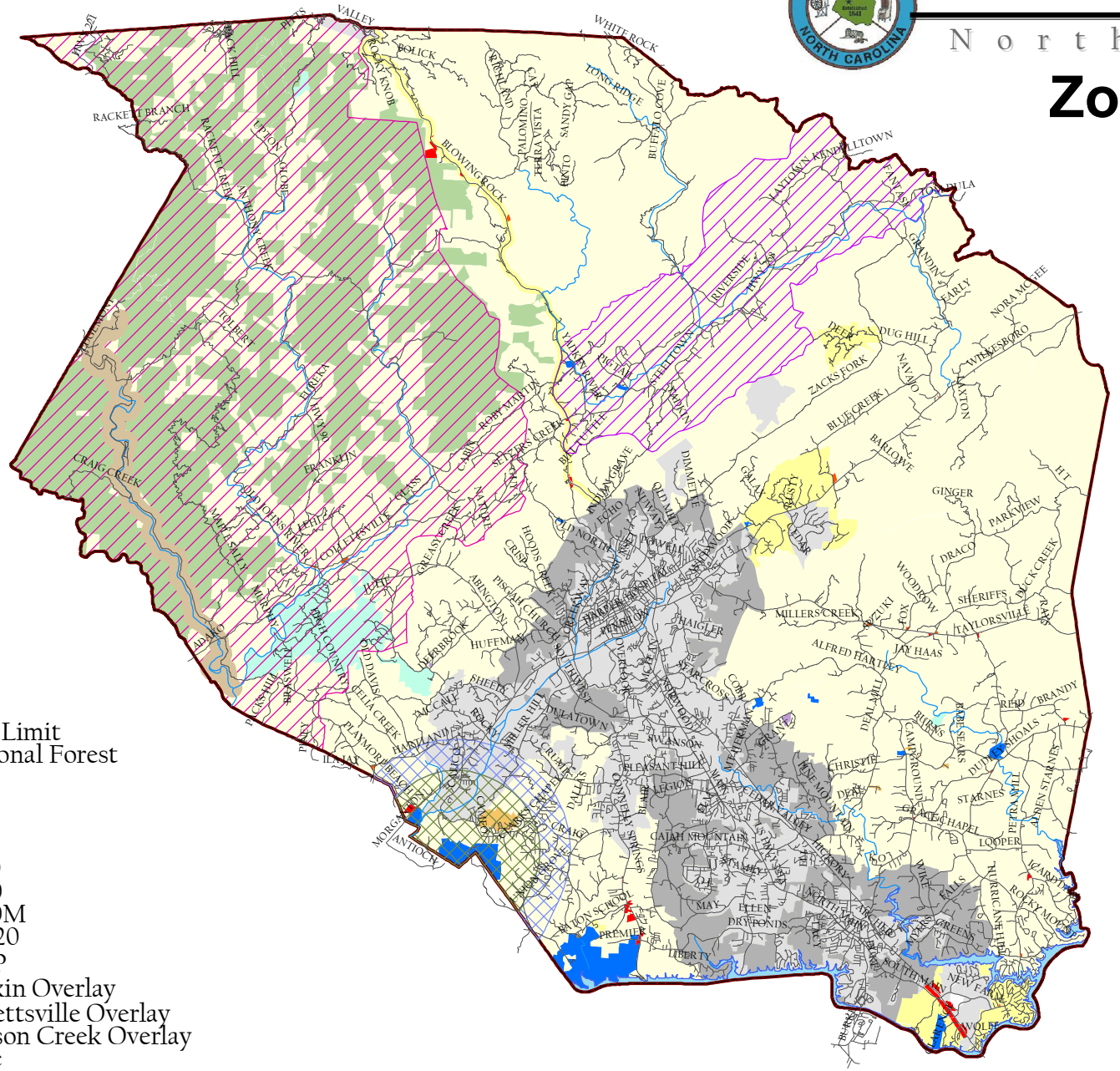
By: Jennifer Jack
Role: Director of Site Development
Date: 2/8/2024

Exhibit 16
Zoning Map

Caldwell County

North Carolina

Zoning Map



- ETJ
- City Limit
- National Forest
- G-B
- IND
- N-B
- O&I
- PUD
- R-20
- R-20M
- RA-20
- MHP
- Yadkin Overlay
- Collettsville Overlay
- Wilson Creek Overlay
- Lake

Aviation Hazard Zone

- 1420 ft.
- 1620 ft.

N

W E

S

0 1 2 4 Miles

Exhibit 17
Impact Study

IMPACT STUDY

Impact Study - Cell Tower
Brinkley
4548 Grace Chapel Road
Granite Falls, Caldwell
County, NC 28630

Type Report: Impact Study

Effective Date
January 9, 2024



(CAL-001)

January 29, 2024

Ms. Jennifer Jack
TowerCo
Director of Site Development
5000 Valleystone Drive
Cary, NC 27519

RE: Impact Study for Proposed Wireless Telecommunications Facility located at 4548 Grace Chapel Road, Granite Falls, Caldwell County, North Carolina.

Dear Ms. Jack:

I have completed a study of the proposed telecommunications facility. The scope of the assignment is to provide an analysis and conclusions addressing whether the proposed tower will be injurious to properties in the neighborhood. The study is intended to assist Caldwell County officials for rendering a decision for the application of the special use permit.

The location of the proposed tower is on the site of a fire station. The juxtaposition of cell towers and institutional developments is common throughout North Carolina. The site consists of eight acres. The surrounding land uses include agricultural and residential uses. The surrounding land uses and the current use of the proposed site for a fire station are contributing factors to the scope of work and conclusions of this study.

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 the value of any property; however, the study employs appraisal methodology to reach our conclusions of the impact of the proposed development. The impact study is of real property as this is the field of our expertise.

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 improvements as described within this report are compliant with the appropriate ordinance including but not necessarily limited to setbacks, landscaping, access, wetlands 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.

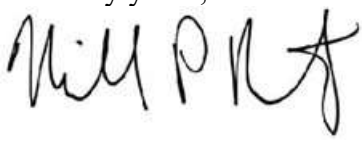
It is an extraordinary assumption of this report that the proposed development will be constructed as detailed in the report. Further, it is an assumption of the study that the proposed access will be in accordance with all local and state regulations. Maintenance will occur through a non-exclusive easement that we assume is legal access. Given access will be required for the development, we consider the assumption reasonable for the purpose and intended use of this study.

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 be injurious to properties in the neighborhood.

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

Sincerely yours,



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 special use permit to be considered by Caldwell County Officials. Our study and the reporting of our study is in agreement with our client as follows:

The proposed development requires a special use permit. The report is intended to address items relevant to the application. The following criteria for approval was extracted from the Caldwell County Zoning Ordinance.

1. The Board of Commissioners finds that in the particular case in question the use for which the special use permit is sought will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use, and will not be detrimental to the public welfare or injurious to property or public improvements in the neighborhood. In granting such a permit, the County Commissioners may designate such conditions in connection therewith as will conform to the requirements and spirit of this ordinance.

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 "Brinkley" site, is consistent with the location of other towers 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

"Brinkley" site

4548 Grace Chapel Road
Granite Falls, Caldwell County, NC 27592
Tax/PIN #: 2795-99-0822

Client, Purpose, and Intended Use and Intended Users

Jennifer Jack
TowerCo
Director of Site Development
5000 Valleystone Drive
Cary, NC 27519

The client and intended user are Ms. Jennifer Jack and representatives. The intended use is to assist Caldwell County officials in rendering a decision regarding an application for a special 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 Caldwell County. I consider my observations in the context of the market data. They are a contributing factor to my conclusions.

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, wetlands, 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.

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 easement that we assume is legal access. Given access will be required for the development, we consider the assumption reasonable for the purpose and intended use of this report.

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

Effective Date of Study January 9, 2024

Date of Report January 29, 2024

Type Report Impact Study Report

Study Development and Reporting Process

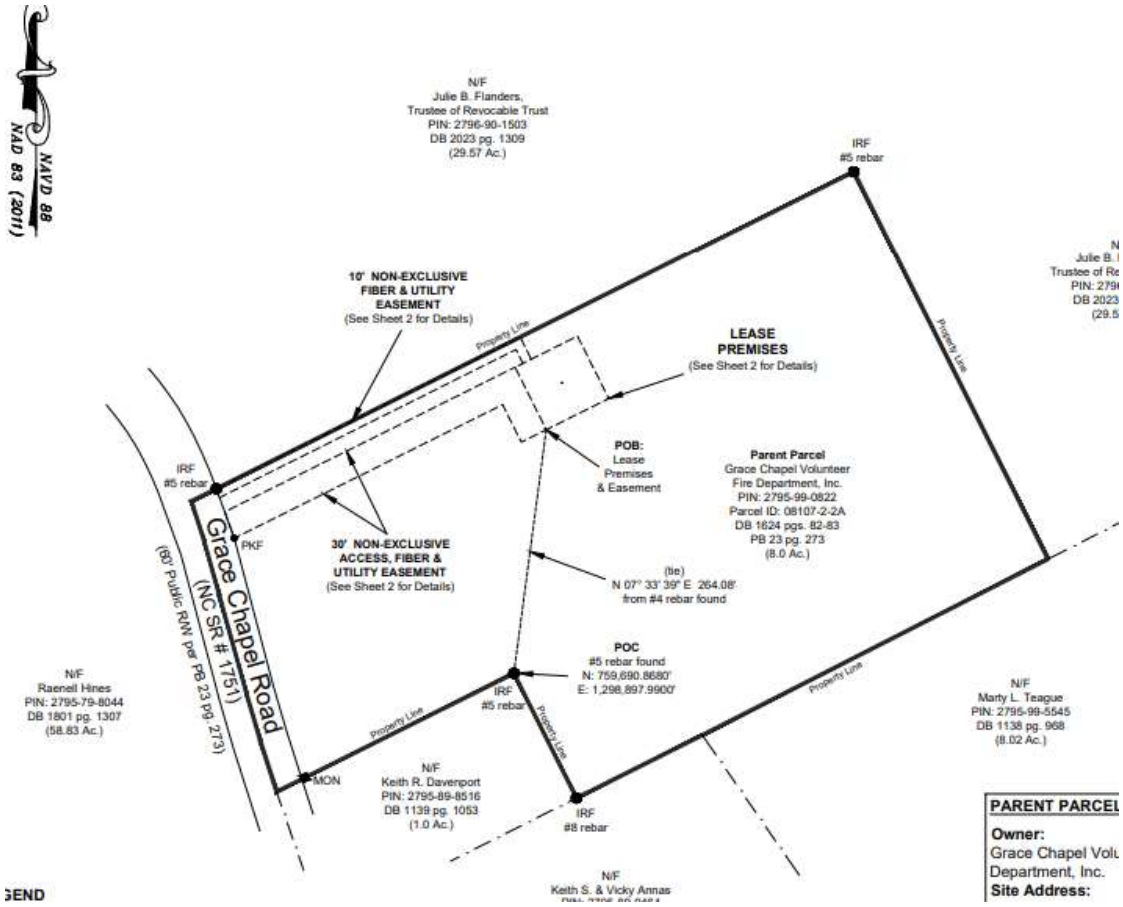
In preparing this study, the analyst:

- Analyzes physical affects, if any, of the proposed construction on neighboring properties;
- Reviews plans for the proposed development to determine whether it is compliant with the Caldwell County Ordinance for items within my field of expertise;
- Reviews site plan provided by our client with respect to the physical characteristics of the proposed development;
- Reviews Article XIII of the Caldwell County Zoning Ordinance regarding the approval process for a special use permit;
- Research market data around existing cell towers in Caldwell 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 195-foot "monopole" communications tower. The proposed tower will be behind the fire station. Access to the site appears to be an extension from the existing parking area.



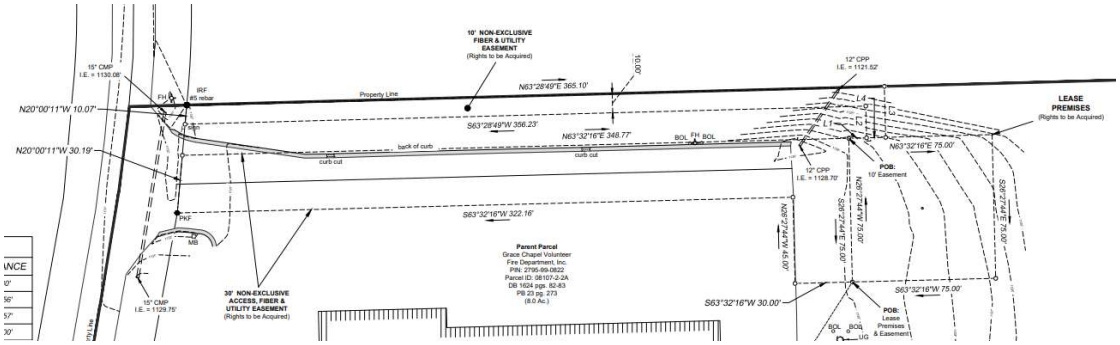
SITE PLAN

Site Improvements

The site improvements include an eight-foot chain link fence with three strands of barbed wire. The site improvements will include the extension of utilities to serve the tower.

Access

The access to the proposed tower will use the existing curb cut along Grace Chapel Road. Direct access to the tower will be provided by an extension from the existing parking lot. The following is the drawing provided showing access to the proposed tower.



We assume that the access for the proposed development is in accordance with all local and state regulations. Given the access is an extension of the existing access, the assumption is reasonable. We note that there is an additional easement to connect the proposed tower to the electrical lines.

Location

The proposed tower is in the northeastern portion of the site. According to County records, the current zoning is residential/ agricultural (RA-20) consistent with surrounding properties. While we will detail the surrounding developments later in the study, the uses in the area include a mixture of residential and agricultural uses. The current zoning district is consistent with surrounding land uses.

SURROUNDING LAND USES

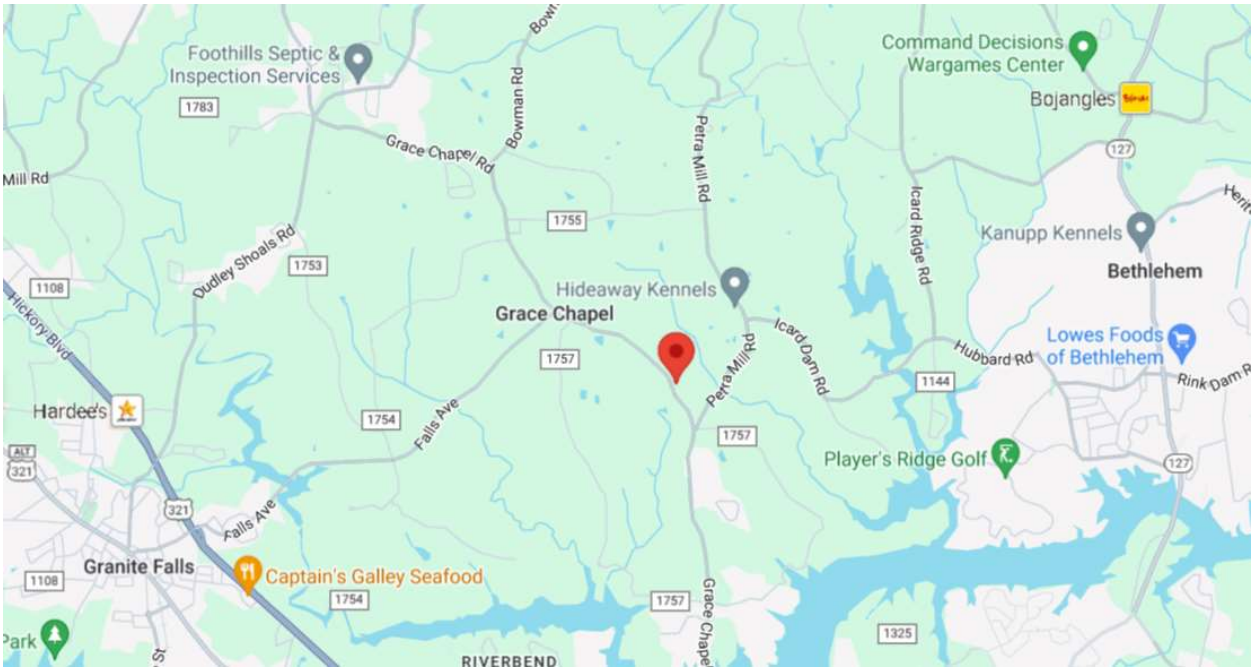
The proposed development is located on an eight-acre tract improved with a fire station. We observed an existing tower on the site. The height of the existing tower appears to be less than 100 feet. The existing use of the subject is a factor in the analysis. The following provides an analysis of the neighborhood. The surrounding land uses include institutional, residential, and agricultural uses.

The neighborhood of the subject is identified as the area between NC Highway 127 to the east and US Highway 321 to the west. The two highways merge in Hickory to the south. Grace Chapel Road splits this neighborhood. The Town of Granite Falls is to the west and Bethlehem to the east. The areas to the north are primarily agricultural with some low-density residential uses.

Along Grace Chapel Road, there are several institutional uses. Just north of the fire station across the street, there is a solar farm. Other institutional developments along the corridor include EMS/Caldwell County Sherriff's office to the northwest and two churches to the southeast.

Most of the land in the area is either wooded or used for agricultural purposes. Several of the farms in the area include residential improvements as well as structures to support the agricultural uses. The residential developments are primarily to the east of the subject along the Petra Mill Road corridor. We observed several residential developments south and west of the subject site. The residential uses are a factor in the selection of data for a quantitative analysis.

The parcel for the proposed development is outlined on the aerial photos taken from the Caldwell County GIS. The most compelling factor is the likely continued residential growth in the community. The increases in populations will likely increase the need for additional public services including but not necessarily limited to utilities and first responders.



NEIGHBORHOOD MAP

The fact the site is improved with a small tower reflects the necessity of wireless services for first responders. The location of the tower on the site of a fire station is unusually synergistic for a public service. Institutional developments including schools and churches are common locations for cell towers throughout North Carolina. The following aerial is taken from the Caldwell County GIS that shows the various land uses in the neighborhood.



The property across the street is owned by a local builder who acquired the property in 2021. The +- 27-acre tract of land historically used for agricultural purposes. The property maintains its AR zoning designation and we are unaware of any plans for development. Regardless, we consider development of the site will likely include single-family residential properties. We consider this factor in the analysis.

The property to the north is a +-7.7-acre lot developed with a single-family dwelling and accessory improvements. The dwelling is sited amongst the tree line overlooking the pond on the site. This mini-farm or estate-style development is

prevalent in rural locations transitioning to residential development. Regardless, the existing tree line will obscure the tower from the existing improvements.

The property to the west and south of the subject is a +-68-acre tract of land used for agricultural purposes. The residential development of this site would likely occur based on the needs of the area and emerging trends of demand. As with the contiguous property across the street, we consider the residential development of this parcel in the analysis.

As we will detail later in this report, the impact of the proposed development focuses on the visual impact of the proposed tower. The existing vegetation and likely residential development along the Jackson King Road corridor are factors in the analysis.

As we will discuss in the following section, the scope of the assignment is to determine whether the proposed development is in accordance with Caldwell County Ordinance regarding the approval of a special use permit and the development of telecommunications facility. The items within our field of expertise are detailed in the following section.

CALDWELL COUNTY ZONING ORDINANCE

As part of the assignment, I reviewed the applicable sections of the Caldwell County Zoning Ordinance. I reviewed Article IX Section 90F regarding the development of wireless telecommunications facilities and Article XIII regarding the approval process for a special use permit. These articles identify several items that will be addressed by others and included in the application. Therefore, the remainder of the report focuses on the items provided in the Scope of Work section. The following excerpt from Article XIII is provided for reference purposes.

1. The Board of Commissioners finds that in the particular case in question the use for which the special use permit is sought will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use, and will not be detrimental to the public welfare or injurious to property or public improvements in the neighborhood. In granting such a permit, the County Commissioners may designate such conditions in connection therewith as will conform to the requirements and spirit of this ordinance.

Based on our review of the ordinance, the remainder of the study focuses on whether the proposed development will be injurious to property or public improvements in the neighborhood. As the subject property already includes a small tower and is amenable to the proposed development, we do not consider the subject property in the analysis. The impact of the proposed tower is the visual impact on properties in the neighborhood.

We will discuss property values later in the report. We acknowledge that the proposed 195-foot tower will have a height more than any structure in the immediate area. However, the siting and surrounding developments will minimize to the extent possible, the visual impact on surrounding properties.

Summary

The items within our field of expertise focus on the aesthetic impact of the proposed development on values of properties in the neighborhood. This is based on the existing developments as detailed earlier in the study. The existing infrastructure, location and property uses reduces the impact of the tower.

MARKET RESEARCH

A potential issue associated with the impact of the proposed development is on real property values in the neighborhood. We researched towers in the neighborhood which includes some towers in Catawba County as well as Caldwell County. identified the development patterns around these towers.

After analyzing the market data, we compare this information to the proposed site and the physical characteristics and development patterns surrounding the proposed development.

Neighborhood Towers

During our research, we visited several towers in the neighborhood. 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 a secondary transportation corridor in Caldwell County.

- *Surrounding Developments* – The surrounding developments include residential developments of varying densities, agricultural and institutional uses.

- *Construction Type/Height* – The proposed tower is a monopole tower with a height of 195 feet.

For the research of towers, we rely on information from antennasearch.com, which we consider a reliable source of information. We cross-referenced this data with information on the Caldwell County GIS. Some of the towers were not visible from the street or aerial photos. We exclude these towers as some towers receive approval without construction and the information available does not show a date of construction. We have excluded the towers listed with a height of under 100 feet. The following map shows the location of towers within three miles of the proposed tower.



The search provided two registered towers meeting the previous criteria. The first tower is located at 3245 6th Street NW in Hickory. The tower is on a property improved with a single-family dwelling and is sited behind the dwelling. The property is across the street from Hickory Christian School. There is a subdivision immediately to the south of the tower. The improvements in the Laurel Ridge subdivision have construction dates ranging from 2002 to 2021. The tower was constructed in 2011. The data was inadequate in quantity and quality to isolate the impact if any of the nearby tower.

The second tower is located along New Farm Road off Grace Chapel Road west of the subject just east of US Highway 321. Between the highway and the tower is a large industrial property. Because of the topography and the existing vegetation, the tower was not visible from any of the residential properties to the east of the tower.

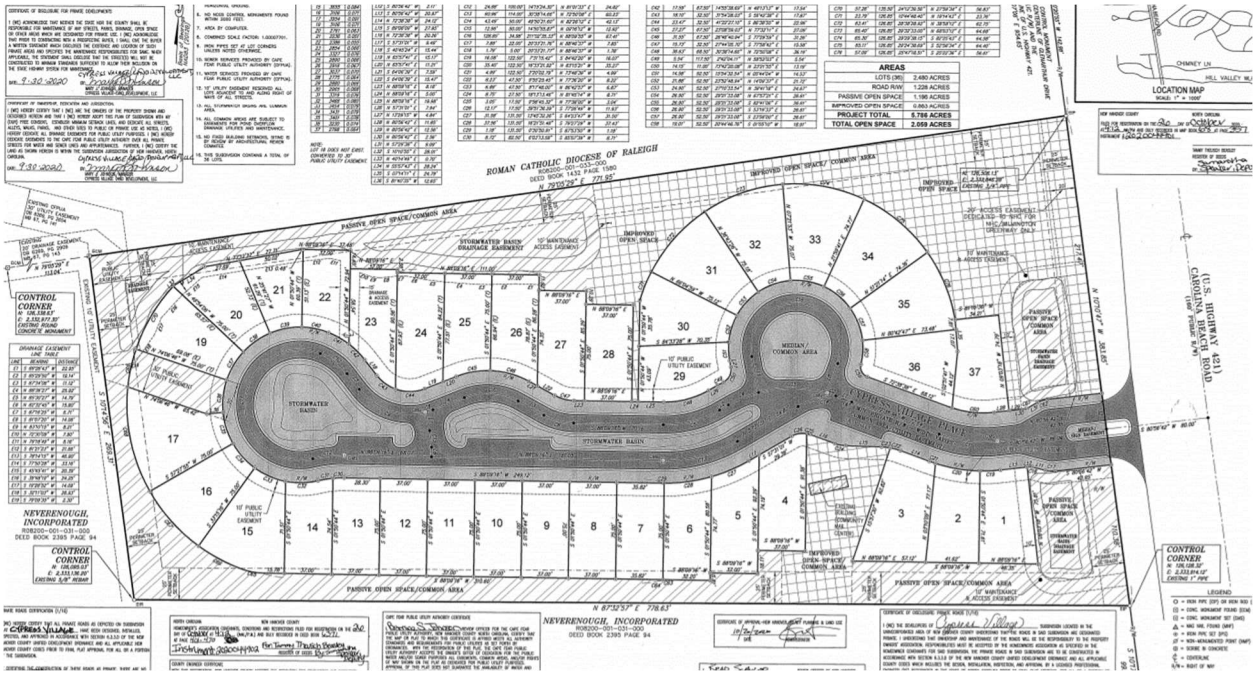
The towers in the area do not provide adequate quality or quantity of data to perform a credible quantitative analysis.

Physical characteristics including location, tower construction and other external factors impugn the credibility of isolating the impact of the tower. Therefore, we have provided the results of several studies performed in areas with similar surrounding developments. We provide examples of towers near residential properties and rural areas consistent with the developments in the subject neighborhood.

Residential Subdivisions

The following towers provided market data adequate in quality and quantity to analyze the visual impact, if any, on surrounding properties. We provide these examples of single-family residential developments having a visual impact from a cell tower.

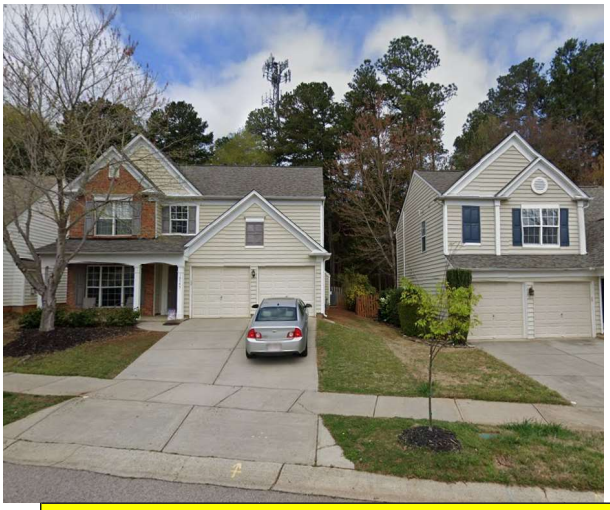
The first data set is from a subdivision located off Carolina Beach Road called Cypress Village in New Hanover County. This subdivision was in the construction phase at the time of the analysis. The following provides an aerial and a PLAT of this development. The tower, which was constructed in 1999 is located on the adjacent property.

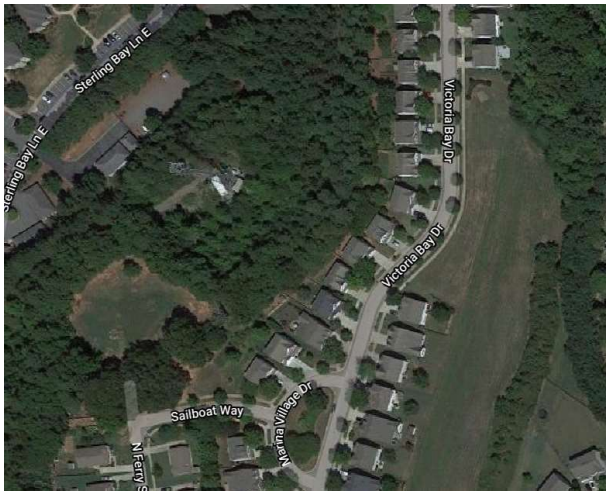




The data for the subdivision was limited as only six homes sold. The six sales closed within a six-month period in 2021. Two of these properties were closest to the tower. The sales closest to the tower were in the middle of the range of the data set. While the quantity of data is limited, the sales prices do not reflect a diminution in value based on the proximity and visual impact of the tower. Further research of this subdivision showed consistency in the price paid for the lots. The third factor extracted is the fact that a developer was attracted to the site knowing the visual influence of the tower. The market data and activity provide evidence that the tower does not present an adverse impact on property values.

The next example is from a subdivision in Cornelius, North Carolina. Victoria Bay is a waterfront community. This development is adjacent to Lake Norman. This subdivision includes some homes with frontage on the water. We have excluded these sales to assist in isolating the influence of the tower if any. The following chart provides a summary of the sales. The sales highlighted in yellow have visual influence from the tower. The sales highlighted in green are for a resale of the same property.





Victoria Bay					
Parcel #	**Street Address**	**Sales Date**	**Size (SF)**	**$/SF**	**Sales Price**
003-381-44	19911 Marina Village Dr.	April 13, 2018	1,620	$ 138.27	$ 224,000
003-381-40	18505 Victoria Bay Dr.	November 13, 2018	1,620	$ 155.86	$ 252,500
003-381-30	18526 Victoria Bay Dr.	July 1, 2020	2,219	$ 145.11	$ 322,000
003-381-62	18611 Victoria Bay Dr.	November 16, 2018	1,620	$ 146.91	$ 238,000
003-381-65	18623 Victoria Bay Dr.	February 28, 2018	1,620	$ 139.51	$ 226,000
003-381-66	18627 Victoria Bay Dr.	October 18, 2018	1,620	$ 151.23	$ 245,000
003-381-25	18624 Victoria Bay Dr.	November 20, 2018	2,052	$ 119.40	$ 245,000
003-381-14	20030 Coral Cove Ct.	January 11, 2018	1,620	$ 134.57	$ 218,000
003-382-02	18122 Bluff Inlet Rd.	June 19, 2020	2,071	$ 153.31	$ 317,500
003-195-09	18111 Bluff Inlet Rd.	May 18, 2018	2,052	$ 121.83	$ 250,000
003-195-06	18021 Bluff Inlet Rd.	July 16, 2018	2,012	$ 136.68	$ 275,000
003-195-01	18001 Bluff Inlet Rd.	April 17, 2020	1,645	$ 151.98	$ 250,000
003-196-23	20815 Brinkley St.	June 17, 2020	2,610	$ 128.35	$ 335,000
003-196-12	18208 Harbor Mist Rd.	February 23, 2018	2,709	$ 108.90	$ 295,000
003-196-12	18208 Harbor Mist Rd.	August 3, 2018	2,709	$ 124.03	$ 336,000
003-196-36	20933 Brinkley St.	September 7, 2018	2,528	$ 128.56	$ 325,000
003-194-57	20102 Beard St.	August 21, 2020	2,386	$ 155.07	$ 370,000
003-195-59	20115 Beard St.	September 4, 2018	2,263	$ 124.61	$ 282,000
003-194-51	20914 Brinkley St.	December 27, 2018	2,609	$ 109.62	$ 286,000
003-194-25	18307 Victoria Bay Dr.	February 21, 2018	2,332	$ 125.21	$ 292,000
003-194-26	18311 Victoria Bay Dr.	September 21, 2018	2,582	$ 114.25	$ 295,000
003-194-25	18327 Victoria Bay Dr.	January 24, 2018	2,609	$ 105.40	$ 275,000
003-194-34	18409 Victoria Bay Dr.	August 13, 2018	2,655	$ 119.77	$ 318,000

The sales shown have an average price per square foot of $132.11. Three of the four sales with visual influence from the tower are above the average. Six of the sales in the data set were of the same model. Three of the sales have visual influence from the tower. The prices paid per square foot are comparable. The indication from the market is that the visual impact from the tower does not adversely impact property values in Victoria Bay.



The next tower with adequate data is a lattice tower located at 2517 Providence Road in Weddington, North Carolina. This tower as shown on the photograph poses a significantly higher visual impact on the subdivision to the north, Inverness at Providence Road. The following chart provides a summary of market data for homes in the subdivision. The sales highlighted in yellow have significant visual impact from the tower. The sales highlighted in green are resales of the same property to reflect the appreciating market.

Inverness Subdivision Sales

Parcel Number	Book & Page	Acreage	Address	Sale Amount	Sale Date	Year Built	SF	$/SF	Parcel Number	Book & Page	Acreage	Address	Sale Amount	Sale Date	Year Built	SF	$/SF
6159379	7154 747	0.32	104 SOMERLED WAY	$ 508,500	5/11/2018	2018	3,479	$ 146.16	6159445	7736 0391	0.36	309 SOMERLED WAY	$ 525,000	7/15/2020	2016	3,893	$ 134.86
6159380	7145 188	0.37	108 SOMERLED WAY	$ 471,000	4/27/2018	2017	3,859	$ 122.05	6159446	6781 278	0.38	313 SOMERLED WAY	$ 557,000	9/28/2016	2016	4,339	$ 128.37
6159381	7146 402	0.4	112 SOMERLED WAY	$ 438,500	4/30/2018	2017	3,248	$ 135.01	6159447	7120 362	0.32	317 SOMERLED WAY	$ 534,500	3/19/2018	2017	4,291	$ 124.56
6159382	7172 333	0.4	113 SOMERLED WAY	$ 559,000	6/8/2018	2015	3,921	$ 142.57	6159448	7225 798	0.25	321 SOMERLED WAY	$ 490,000	8/29/2018	2018	3,788	$ 129.36
6159383	7219 178	0.24	117 SOMERLED WAY	$ 520,000	8/20/2018	2015	3,243	$ 160.35	6159449	7244 446	0.25	325 SOMERLED WAY	$ 472,500	10/1/2018	2018	4,225	$ 111.83
6159384	7244 560	0.24	121 SOMERLED WAY	$ 514,000	10/1/2018	2018	4,354	$ 118.05	6159450	7536 0594	0.25	329 SOMERLED WAY	$ 542,500	12/10/2019	2016	3,824	$ 141.87
6159385	7942 0230	0.24	125 SOMERLED WAY	$ 550,000	1/4/2021	2018	3,248	$ 169.33	6159451	6967 230	0.25	333 SOMERLED WAY	$ 540,000	7/5/2017	2016	4,556	$ 118.53
6159386	6719 319	0.26	129 SOMERLED WAY	$ 503,500	7/12/2016	2015	3,921	$ 128.41	6159452	7219 017	0.27	337 SOMERLED WAY	$ 455,000	8/17/2018	2018	3,248	$ 140.09
6159387	6546 130	0.27	201 SOMERLED WAY	$ 486,000	10/12/2015	2015	3,942	$ 123.29	6159453	7147 488	0.32	341 SOMERLED WAY	$ 483,000	5/1/2018	2017	3,892	$ 124.10
6159388	6699 852	0.25	205 SOMERLED WAY	$ 453,000	6/16/2016	2016	3,245	$ 139.60	6159454	7144 410	0.33	345 SOMERLED WAY	$ 491,500	4/26/2018	2017	3,248	$ 151.32
6159389	6822 104	0.25	209 SOMERLED WAY	$ 491,000	11/18/2016	2015	3,900	$ 125.90	6159455	7684 0116	0.32	349 SOMERLED WAY	$ 525,000	5/29/2020	2016	3,415	$ 153.73
6159390	6825 072	0.25	213 SOMERLED WAY	$ 471,000	11/22/2016	2015	3,756	$ 125.40	6159458	6885 265	0.353	105 BARCLAY DR	$ 467,000	3/1/2017	2016	3,646	$ 128.09
6159391	6633 228	0.3	217 SOMERLED WAY	$ 478,000	3/16/2016	2015	3,868	$ 123.58	6159459	6880 725	0.342	109 BARCLAY DR	$ 528,500	2/22/2017	2016	3,173	$ 166.56
6159392	6950 743	0.242	317 BARCLAY DR	$ 668,500	6/12/2017	2016	6,507	$ 102.74	6159460	6940 081	0.317	113 BARCLAY DR	$ 518,000	5/26/2017	2017	4,291	$ 120.72
6159393	6851 790	0.27	321 BARCLAY DR	$ 502,500	12/29/2016	2016	3,897	$ 128.95	6159461	7047 708	0.358	117 BARCLAY DR	$ 417,500	11/3/2017	2017	3,160	$ 132.12
6159394	6645 149	0.35	325 BARCLAY DR	$ 495,500	4/1/2016	2015	3,892	$ 127.31	6159462	6920 777	0.305	121 BARCLAY DR	$ 571,000	4/27/2017	2017	4,775	$ 119.58
6159396	6670 745	0.23	333 BARCLAY DR	$ 491,500	5/9/2016	2016	3,892	$ 126.28	6159463	7429 307	0.25	125 BARCLAY DR	$ 588,000	7/31/2019	2018	3,892	$ 151.08
6159397	6712 081	0.23	337 BARCLAY DR	$ 391,500	6/30/2016	2016	3,180	$ 123.11	6159463	7224 607	0.25	125 BARCLAY DR	$ 572,000	8/28/2018	2018	3,892	$ 146.97
6159398	6823 029	0.28	341 BARCLAY DR	$ 458,500	11/18/2016	2016	3,186	$ 143.91	6159464	7122 746	0.271	129 BARCLAY DR	$ 526,500	3/22/2018	2017	5,874	$ 89.63
6159399	7086 853	0.29	2905 MERRYVALE WAY	$ 545,000	1/12/2018	2016	4,222	$ 129.09	6159466	7488 0001	0.274	137 BARCLAY DR	$ 570,000	10/11/2019	2017	4,560	$ 125.00
6159400	6846 365	0.29	2909 MERRYVALE WAY	$ 538,000	12/21/2016	2016	4,434	$ 121.34	6159467	6921 598	0.274	141 BARCLAY DR	$ 452,000	4/28/2017	2017	3,426	$ 131.93
6159401	6659 509	0.31	2913 MERRYVALE WAY	$ 459,000	4/25/2016	2016	3,245	$ 141.45	6159468	7397 0704	0.25	145 BARCLAY DR	$ 521,000	6/21/2019	2017	3,763	$ 138.45
6159402	6655 785	0.38	2917 MERRYVALE WAY	$ 507,000	4/19/2016	2015	3,868	$ 131.08	6159469	7032 212	0.25	149 BARCLAY DR	$ 458,000	10/11/2017	2017	3,167	$ 144.62
6159403	6782 657	0.39	2920 MERRYVALE WAY	$ 553,500	9/29/2016	2016	4,339	$ 127.56	6159470	7223 321	0.25	153 BARCLAY DR	$ 486,500	8/24/2018	2018	4,260	$ 114.20
6159404	6853 642	0.36	2916 MERRYVALE WAY	$ 545,000	12/30/2016	2016	4,516	$ 120.68	6159471	7244 507	0.25	157 BARCLAY DR	$ 545,500	10/1/2018	2018	4,310	$ 126.57
6159405	6640 381	0.28	2912 MERRYVALE WAY	$ 452,000	3/28/2016	2015	3,884	$ 116.37	6159472	7243 553	0.25	161 BARCLAY DR	$ 469,500	9/28/2018	2018	3,666	$ 128.07
6159406	6590 757	0.29	2908 MERRYVALE WAY	$ 452,500	12/28/2015	2015	3,909	$ 115.76	6159473	7237 611	0.25	165 BARCLAY DR	$ 468,000	9/20/2018	2018	3,889	$ 120.34
6159407	6591 307	0.29	2904 MERRYVALE WAY	$ 448,000	12/28/2015	2015	3,892	$ 115.11	6159474	7177 736	0.25	169 BARCLAY DR	$ 511,500	6/18/2018	2018	3,822	$ 133.83
6159408	6591 474	0.33	2900 MERRYVALE WAY	$ 451,000	12/29/2015	2015	3,868	$ 116.60	6159475	7237 408	0.25	173 BARCLAY DR	$ 480,000	9/20/2018	2018	3,892	$ 123.33
6159409	6690 738	0.29	2808 MERRYVALE WAY	$ 419,000	6/3/2016	2016	3,245	$ 129.12	6159476	7778 110	0.25	177 BARCLAY DR	$ 530,000	8/19/2020	2018	3,559	$ 148.92
6159410	6643 595	0.32	2804 MERRYVALE WAY	$ 513,000	3/31/2016	2015	3,756	$ 136.58	6159476	7235 595	0.25	177 BARCLAY DR	$ 489,000	9/18/2018	2018	3,559	$ 137.40
6159411	7150 630	0.25	120 SOMERLED WAY	$ 456,000	5/4/2018	2017	3,559	$ 128.13	6159477	7775 473	0.298	181 BARCLAY DR	$ 585,000	8/17/2020	2018	3,788	$ 154.44
6159412	6688 409	0.24	124 SOMERLED WAY	$ 432,000	6/1/2016	2015	3,106	$ 139.09	6159477	7227 402	0.298	181 BARCLAY DR	$ 529,500	8/31/2018	2018	3,788	$ 139.78
6159413	7273 540	0.29	128 SOMERLED WAY	$ 505,000	11/26/2018	2015	3,892	$ 129.75	6159478	7243 069	0.287	185 BARCLAY DR	$ 430,000	9/28/2018	2018	3,248	$ 132.39
6159414	6959 391	0.28	200 SOMERLED WAY	$ 459,000	6/26/2017	2017	3,701	$ 124.02	6159479	7202 403	0.287	189 BARCLAY DR	$ 534,000	7/24/2018	2018	3,274	$ 163.10
6159415	6608 661	0.25	204 SOMERLED WAY	$ 419,000	2/1/2016	2015	3,868	$ 108.32	6159480	7437 393	0.287	193 BARCLAY DR	$ 549,000	8/12/2019	2017	3,592	$ 152.84
6159416	6731 757	0.25	208 SOMERLED WAY	$ 467,500	7/28/2016	2016	3,890	$ 120.18	6159480	7110 539	0.287	193 BARCLAY DR	$ 520,000	2/28/2018	2017	3,592	$ 144.77
6159417	6757 188	0.25	212 SOMERLED WAY	$ 456,500	8/30/2016	2016	3,881	$ 117.62	6159481	7077 103	0.287	197 BARCLAY DR	$ 621,500	12/22/2017	2017	6,158	$ 100.93
6159419	7045 313	0.3	220 SOMERLED WAY	$ 460,000	10/31/2017	2016	3,173	$ 144.97	6159482	7917 0532	0.295	201 BARCLAY DR	$ 530,000	12/11/2020	2017	3,260	$ 162.58
6159420	6868 158	0.27	328 BARCLAY DR	$ 529,500	1/31/2017	2016	4,340	$ 122.00	6159483	7040 873	0.29	205 BARCLAY DR	$ 462,000	10/25/2017	2017	3,900	$ 118.46
6159421	6971 136	0.25	332 BARCLAY DR	$ 466,000	7/12/2017	2017	3,833	$ 121.58	6159484	7079 604	0.267	209 BARCLAY DR	$ 521,000	12/29/2017	2017	3,806	$ 136.89
6159422	7204 509	0.25	336 BARCLAY DR	$ 530,000	7/27/2018	2016	4,339	$ 122.15	6159485	7042 866	0.283	213 BARCLAY DR	$ 430,500	10/27/2017	2017	3,173	$ 135.68
6159423	6725 875	0.42	340 BARCLAY DR	$ 533,000	7/21/2016	2016	3,892	$ 136.95	6159486	7003 282	0.371	200 BARCLAY DR	$ 558,500	8/28/2017	2017	4,531	$ 123.26
6159424	7242 439	0.33	301 SOMERLED WAY	$ 500,000	9/27/2018	2016	4,310	$ 116.01	6159487	6959 514	0.324	188 BARCLAY DR	$ 488,500	6/26/2017	2017	3,911	$ 124.90
6159425	6842 058	0.32	305 SOMERLED WAY	$ 433,500	12/16/2016	2016	3,173	$ 136.62	6159488	6985 188	0.333	180 BARCLAY DR	$ 552,000	7/31/2017	2017	4,541	$ 121.56
6159433	7224 094	0.3	301 BARCLAY DR	$ 455,500	8/27/2018	2018	3,479	$ 130.93	6159489	7091 878	0.254	172 BARCLAY DR	$ 495,500	1/24/2018	2017	3,274	$ 151.34
6159434	6825 757	0.27	305 BARCLAY DR	$ 644,500	11/22/2016	2016	5,830	$ 110.55	6159490	7205 416	0.25	168 BARCLAY DR	$ 503,500	7/30/2018	2018	4,310	$ 116.82
6159435	6825 096	0.28	309 BARCLAY DR	$ 632,000	11/22/2016	2016	5,954	$ 106.15	6159491	7066 746	0.25	164 BARCLAY DR	$ 482,000	12/7/2017	2017	4,211	$ 114.46
6159436	6744 188	0.33	313 BARCLAY DR	$ 534,500	8/15/2016	2016	3,868	$ 138.19	6159492	7073 062	0.25	160 BARCLAY DR	$ 477,500	12/18/2017	2017	3,912	$ 122.06
6159437	7147 247	0.28	308 SOMERLED WAY	$ 464,500	4/30/2018	2016	3,879	$ 119.75	6159493	7546 349	0.25	156 BARCLAY DR	$ 521,000	12/20/2019	2017	3,248	$ 160.41
6159438	6660 854	0.25	316 SOMERLED WAY	$ 465,500	4/26/2016	2016	3,890	$ 119.67	6159493	7140 614	0.25	156 BARCLAY DR	$ 514,500	4/20/2018	2017	3,248	$ 158.41
6159439	6693 863	0.24	320 SOMERLED WAY	$ 448,000	6/8/2016	2016	3,868	$ 115.82	6159494	6982 514	0.25	152 BARCLAY DR	$ 506,000	7/27/2017	2017	4,566	$ 110.82
6159440	7232 454	0.24	324 SOMERLED WAY	$ 533,000	9/10/2018	2016	3,756	$ 141.91	6159495	7139 083	0.25	148 BARCLAY DR	$ 470,000	4/18/2018	2017	3,883	$ 121.04
6159441	6693 353	0.24	328 SOMERLED WAY	$ 495,000	6/8/2016	2016	3,408	$ 145.25	6159496	7067 001	0.25	144 BARCLAY DR	$ 500,000	12/7/2017	2017	4,311	$ 115.98
6159442	6653 116	0.24	332 SOMERLED WAY	$ 452,500	4/14/2016	2015	3,890	$ 116.32	6159497	6885 172	0.307	140 BARCLAY DR	$ 473,000	2/28/2017	2016	3,918	$ 120.72
6159443	6712 158	0.29	340 SOMERLED WAY	$ 456,500	7/1/2016	2016	3,245	$ 140.68	6159498	7078 310	0.304	132 BARCLAY DR	$ 429,500	12/27/2017	2017	3,164	$ 135.75
6159444	7833 0099	0.27	348 SOMERLED WAY	$ 595,000	10/2/2020	2016	3,196	$ 186.17	6159499	6867 900	0.25	124 BARCLAY DR	$ 439,500	1/30/2017	2016	3,866	$ 113.68
									6159500	6931 427	0.458	116 BARCLAY DR	$ 581,000	5/12/2017	2017	4,331	$ 134.15

Inverness Summary

	Size	Sale Price	$/SF
Minimum	3,106	$391,500	$ 89.63
Maximum	6,507	$668,500	$ 186.17
Average	3,894	$501,287	$ 130.65
Median	3,879	$495,500	$ 128.09

The most significant factor in the analysis of the data is the date of sale. The housing shortage resulted in a spike in prices paid. The price point for these homes average approximately $500,000. The sales prices for the houses with visual influence from the tower range from $448,000 to $553,500 which is consistent with the sales of homes without a visual influence despite their older sale date. The price per square foot for the impacted houses ranges from $115.11 to $141.45 per square foot. Again, the rates bookend the median and averages for the neighborhood. The indication from the analysis is that the presence of a cell tower posing a higher level of visual impact with a light did not significantly impact the value of properties.



The Vickery subdivision located in Waxhaw, North Carolina has a cell tower just north of the lots at the terminus of Vickery Drive. The vegetative buffer is more comparable to the proposed tower. The sales for those properties closest to the tower are compared to those within the remainder of the subdivision. The following chart provides sales within the subdivision with the properties closest to the tower highlighted in yellow.

Parcel Number	Book & Page	Acreage	Address	Sale Amount	Size SFD (SF)	Price/SF	Sale Date	Assessed Value	% of Assessed Value	Year Built
7075300	6775 248	0.474	1209 VICKERY DR	$ 474,000	4,032	$ 117.56	9/21/2016	$ 387,500	122%	2016
7075301	6775 389	0.584	1215 VICKERY DR	$ 467,000	4,224	$ 110.56	9/21/2016	$ 398,200	117%	2016
7075299	6778 636	0.481	1205 VICKERY DR	$ 447,000	3,453	$ 129.45	9/26/2016	$ 358,100	125%	2016
7075302	6781 324	0.472	1305 VICKERY DR	$ 429,900	3,011	$ 142.78	9/28/2016	$ 366,300	117%	2016
7075308	6782 602	0.486	1416 VICKERY DR	$ 404,000	3,427	$ 117.89	9/29/2016	$ 344,300	117%	2016
7075305	6785 056	0.46	1415 VICKERY DR	$ 438,000	3,789	$ 115.60	9/30/2016	$ 380,200	115%	2016
7075304	6786 509	0.501	1407 VICKERY DR	$ 390,000	2,922	$ 133.47	10/4/2016	$ 316,900	123%	2016
7075315	6800 627	0.608	1300 VICKERY DR	$ 436,500	3,073	$ 142.04	10/21/2016	$ 340,200	128%	2016
7075310	6802 034	0.565	1408 VICKERY DR	$ 495,500	4,032	$ 122.89	10/24/2016	$ 387,300	128%	2016
7075309	6807 378	0.53	1412 VICKERY DR	$ 508,815	3,865	$ 131.65	10/28/2016	$ 406,700	125%	2016
7075303	6807 603	0.466	1401 VICKERY DR	$ 435,000	3,571	$ 121.81	10/31/2016	$ 362,400	120%	2016
7075298	6835 577	0.514	1201 VICKERY DR	$ 480,705	3,956	$ 121.51	12/7/2016	$ 388,200	124%	2016
7075314	6843 242	0.498	1304 VICKERY DR	$ 464,900	3,850	$ 120.75	12/16/2016	$ 375,900	124%	2016
7075307	6843 367	0.466	1423 VICKERY DR	$ 470,000	3,672	$ 128.00	12/19/2016	$ 362,500	130%	2016
7075326	6844 281	0.463	2023 DONOVAN DR	$ 450,500	2,922	$ 154.18	12/19/2016	$ 324,100	139%	2016
7075330	6847 478	0.529	2028 DONOVAN DR	$ 438,500	3,642	$ 120.40	12/22/2016	$ 355,500	123%	2016
7075335	6848 787	0.504	2011 CHALET LN	$ 475,207	3,672	$ 129.41	12/27/2016	$ 363,700	131%	2016
7075331	6848 807	0.473	2024 DONOVAN DR	$ 492,000	4,832	$ 101.82	12/27/2016	$ 420,500	117%	2016
7075332	6851 725	0.461	2018 DONOVAN DR	$ 454,348	3,594	$ 126.42	12/29/2016	$ 358,800	127%	2016
7075312	6851 804	0.542	1402 VICKERY DR	$ 417,000	3,037	$ 137.31	12/29/2016	$ 338,500	123%	2016
7075325	6859 111	0.463	2019 DONOVAN DR	$ 462,500	3,037	$ 152.29	1/13/2017	$ 338,900	136%	2016
7075317	6862 313	0.496	1110 VICKERY DR	$ 448,836	3,644	$ 123.17	1/19/2017	$ 376,500	119%	2016
7075313	6880 472	0.497	1308 VICKERY DR	$ 476,853	4,102	$ 116.25	2/22/2017	$ 395,100	121%	2016
7075350	6882 808	0.483	1004 KARA CT	$ 459,050	3,430	$ 133.83	2/24/2017	$ 344,000	133%	2016
7075311	6883 380	0.513	1406 VICKERY DR	$ 499,900	4,240	$ 117.90	2/27/2017	$ 406,500	123%	2016
7075338	6886 457	0.537	3021 CHALET LN	$ 506,000	3,803	$ 133.05	3/2/2017	$ 369,800	137%	2016
7075337	6891 603	0.531	3015 CHALET LN	$ 442,890	3,036	$ 145.88	3/10/2017	$ 323,500	137%	2016
7075333	6892 523	0.473	2012 DONOVAN DR	$ 494,990	3,777	$ 131.05	3/13/2017	$ 382,500	129%	2016
7075345	6894 492	0.534	3000 CHALET LN	$ 432,000	3,109	$ 138.95	3/16/2017	$ 336,300	128%	2016
7075306	6896 071	0.462	1419 VICKERY DR	$ 455,800	3,488	$ 130.68	3/20/2017	$ 366,600	124%	2016
7075334	6903 497	0.567	2002 DONOVAN DR	$ 469,900	3,430	$ 137.00	3/30/2017	$ 359,100	131%	2016
7075336	6928 229	0.521	3003 CHALET LN	$ 558,582	4,258	$ 131.18	5/9/2017	$ 403,700	138%	2017
7075343	6934 030	0.544	3012 CHALET LN	$ 502,000	3,646	$ 137.69	5/18/2017	$ 366,500	137%	2017
7075348	6943 103	0.473	1016 KARA CT	$ 498,677	3,609	$ 138.18	5/31/2017	$ 366,200	136%	2017
7075344	6948 415	0.56	3008 CHALET LN	$ 512,900	4,059	$ 126.36	6/8/2017	$ 408,800	125%	2016
7075322	6954 471	0.516	2005 DONOVAN DR	$ 512,000	3,910	$ 130.95	6/16/2017	$ 388,900	132%	2017
7075341	6955 571	0.53	3024 CHALET LN	$ 499,900	4,085	$ 122.37	6/19/2017	$ 395,600	126%	2017
7075340	6957 267	0.482	3030 CHALET LN	$ 465,335	3,462	$ 134.41	6/21/2017	$ 353,700	132%	2017
7075349	6961 836	0.492	1010 KARA CT	$ 493,500	4,102	$ 120.31	6/28/2017	$ 395,100	125%	2017
7075297	6961 627	0.509	1109 VICKERY DR	$ 470,049	3,413	$ 137.72	6/28/2017	$ 358,800	131%	2017
7075347	6962 872	0.579	1020 KARA CT	$ 507,500	3,885	$ 130.63	6/29/2017	$ 371,900	136%	2017
7075351	6964 408	0.476	1002 KARA CT	$ 440,000	3,528	$ 124.72	6/30/2017	$ 353,200	125%	2016
7075316	6965 130	0.568	1210 VICKERY DR	$ 449,900	3,528	$ 127.52	6/30/2017	$ 353,400	127%	2016
7075346	6978 225	0.567	1005 KARA CT	$ 528,250	3,913	$ 135.00	7/21/2017	$ 390,200	135%	2017
7075329	7020 463	0.541	2032 DONOVAN DR	$ 457,400	3,000	$ 152.47	9/22/2017	$ 341,200	134%	2017
7075323	7029 563	0.505	2009 DONOVAN DR	$ 469,500	3,074	$ 152.73	10/6/2017	$ 342,000	137%	2017
7075328	7043 656	0.613	2027 DONOVAN DR	$ 513,500	3,963	$ 129.57	10/30/2017	$ 391,400	131%	2017
7075339	7043 673	0.548	3031 CHALET LN	$ 443,000	3,074	$ 144.11	10/30/2017	$ 333,800	133%	2017
7075324	7064 691	0.512	2015 DONOVAN DR	$ 471,085	3,609	$ 130.53	12/4/2017	$ 353,900	133%	2017
7075342	7072 416	0.525	3018 CHALET LN	$ 495,000	3,777	$ 131.06	12/15/2017	$ 382,300	129%	2017
7075327	7133 380	0.467	2025 DONOVAN DR	$ 509,000	3,735	$ 136.28	4/9/2018	$ 362,500	140%	2016

For the analysis, we used several units of comparison. The price point for the properties closest to the tower are within the range of the rest of the subdivision. While one sale is on the lower end of the range another is on the upper end of the

range indicating that the proximity to the cell tower does not influence the price point. We also looked at the price per square foot. Again, the sales in proximity to the tower were consistent with nominal variances with other properties in the subdivision. We also compared the sales prices to the assessed values of the properties. Again, this comparison yielded the same results that the market and prices paid for properties in proximity to the tower were not impacted by the tower.

The next tower found is located southeast of the Prestwick subdivision in Charlotte, North Carolina. The following aerial shows the tower to the southeast of the subdivision.



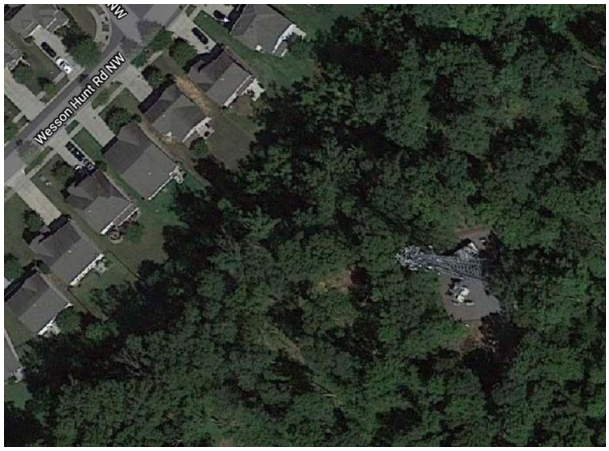


The tower is a monopole tower with some trees between the tower and the residential properties within Prestwick. The following chart provides a summary of sales within the subdivision with the properties highlighted in yellow having some level of visual influence from the tower.

Parcel Number	Book & Page	Acreage	Address	Sale Amount	Size SFD (SF)	Price/SF	Sale Date	Assessed Value	% of Assessed Value	Year Built
7135197	6730 543	0.16	5810 PARKSTONE DR	$247,000	3,288	$75.12	7/26/2016	$246,000	100%	2006
7135211	7011 590	0.15	5807 PARKSTONE DR	$260,000	2,844	$91.42	9/8/2017	$224,100	116%	2006
7135214	6918 096	0.14	5801 PARKSTONE DR	$245,000	2,744	$89.29	4/24/2017	$217,400	113%	2006
7135218	6991 886	0.16	5717 PARKSTONE DR	$271,000	2,732	$99.19	8/10/2017	$218,500	124%	2006
7135221	6636 021	0.17	5707 PARKSTONE DR	$250,000	2,744	$91.11	3/21/2016	$220,300	113%	2006
7135228	6728 324	0.17	5706 PARKSTONE DR	$242,000	2,652	$91.25	7/25/2016	$212,300	114%	2006
7135238	6756 020	0.18	3107 ROYAL TROON LN	$260,000	2,744	$94.75	8/29/2016	$217,500	120%	2006
7135243	7228 074	0.14	3005 ROYAL TROON LN	$235,000	1,956	$120.14	8/31/2018	$179,400	131%	2006
7135190	7192 422	0.14	5704 FALKIRK LN	$274,000	2,856	$95.94	7/10/2018	$223,600	123%	2006
7135193	7228 475	0.15	5800 PARKSTONE DR	$287,500	3,026	$95.01	8/31/2018	$233,600	123%	2006
7135196	7154 843	0.16	5808 PARKSTONE DR	$256,000	2,744	$93.29	5/11/2018	$219,900	116%	2006
7135198	6903 572	0.16	5812 PARKSTONE DR	$262,000	2,744	$95.48	3/30/2017	$217,500	120%	2006
7135213	7199 856	0.14	5803 PARKSTONE DR	$277,000	2,732	$101.39	7/20/2018	$218,700	127%	2006
7135215	6985 085	0.14	5723 PARKSTONE DR	$245,000	3,268	$74.97	7/31/2017	$244,300	100%	2006
7135232	6890 100	0.17	5714 PARKSTONE DR	$238,000	1,794	$132.66	3/8/2017	$176,700	135%	2006
7135239	6820 854	0.18	3105 ROYAL TROON DR	$260,000	2,732	$95.17	11/16/2016	$225,700	115%	2006
7135279	7257 886	0.14	5911 PARKSTONE DR	$211,000	2,654	$79.50	10/25/2018	$213,200	99%	2007
7135284	7231 065	0.16	5901 PARKSTONE DR	$278,000	2,983	$93.19	9/6/2018	$231,100	120%	2007
7135201	7002 308	0.18	5818 PARKSTONE DR	$260,000	2,837	$91.65	8/25/2017	$224,700	116%	2007
7135256	6773 258	0.14	5708 FALKIRK LN	$232,500	2,104	$110.50	9/19/2016	$192,700	121%	2007
7135273	7232 509	0.15	5910 PARKSTONE DR	$273,000	3,075	$88.78	9/10/2018	$235,100	116%	2007
7135283	6943 153	0.16	5903 PARKSTONE DR	$255,000	2,654	$96.08	5/31/2017	$212,500	120%	2007

Despite consideration of adjustments to the data set for a variety of physical and market variances, the single-family dwelling with the highest level of visual impact from the tower lies within the range of the data set presented. This analysis indicates that the visual impact of this tower does not impact property values of residential properties.





10300 Poplar Tent Road

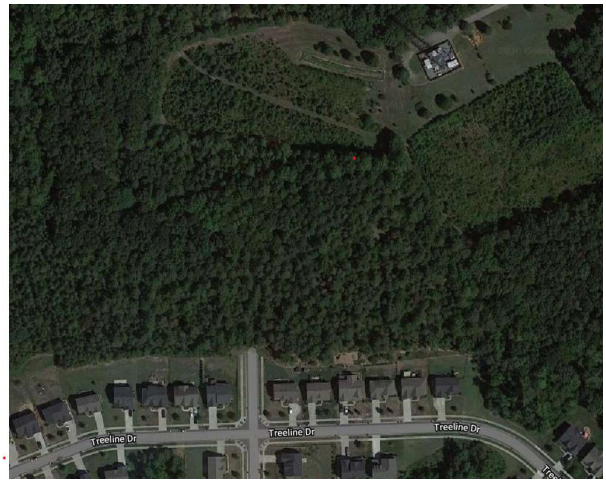
This tower was researched because of the ability to isolate the potential impact of the visual influence of the tower. The lattice construction poses a larger visual footprint than the proposed monopole tower. The following chart provide sales data for the adjacent development with the most significant characteristics of the comparison listed in the chart. The sales in yellow are for the houses with the highest level of visual influence from the tower as shown in the photograph. The sales highlighted in green are for sales of the same property.

Fullerton @ Skybrook											
Parcel #	Street Address	Sales Date	Size (SF)	$/SF	Sales Price	Parcel #	Street Address	Sales Date	Size (SF)	$/SF	Sales Price
4671-72-9757	575 MARTHAS VIEW DR NW	Apr 20 2017	3,033	$ 93.97	$ 285,000	4671-83-8097	10375 RUTLEDGE RIDGE DR NW	Feb 15 2017	2,846	$ 99.79	$ 284,000
4671-72-9757	575 MARTHAS VIEW DR NW	Mar 25 2019	3,033	$ 104.85	$ 318,000	4671-83-8390	10392 RUTLEDGE RIDGE DR NW	Dec 14 2016	2,246	$ 111.31	$ 250,000
4671-73-7074	595 MARTHAS VIEW DR NW	Jul 31 2017	2,870	$ 91.99	$ 264,000	4671-83-8390	10392 RUTLEDGE RIDGE DR NW	Apr 12 2019	2,246	$ 119.32	$ 268,000
4671-73-7074	595 MARTHAS VIEW DR NW	Aug 7 2018	2,870	$ 77.00	$ 221,000	4671-83-8706	10415 RUTLEDGE RIDGE DR NW	Feb 16 2018	2,545	$ 104.13	$ 265,000
4671-73-7074	595 MARTHAS VIEW DR NW	Mar 7 2019	2,870	$ 95.12	$ 273,000	4671-83-8786	10416 RUTLEDGE RIDGE DR NW	Jul 1 2019	2,697	$ 112.16	$ 302,500
4671-73-7090	591 MARTHAS VIEW DR NW	Oct 11 2017	3,313	$ 87.23	$ 289,000	4671-83-9283	10378 RUTLEDGE RIDGE DR NW	Dec 6 2016	2,696	$ 111.28	$ 300,000
4671-73-7090	591 MARTHAS VIEW DR NW	Jun 15 2018	3,313	$ 90.55	$ 300,000	4671-83-9388	1314 BRIDGEFORD DR NW	Jan 13 2020	3,315	$ 95.32	$ 316,000
4671-73-8245	1223 BRIDGEFORD DR NW	Oct 12 2016	2,563	$ 95.59	$ 245,000	4671-83-9388	1314 BRIDGEFORD DR NW	Mar 23 2020	3,315	$ 96.83	$ 321,000
4671-73-8297	1227 BRIDGEFORD DR NW	Jul 17 2018	2,835	$ 105.82	$ 300,000	4671-83-9536	10404 RUTLEDGE RIDGE DR NW	May 18 2018	3,071	$ 97.69	$ 300,000
4671-73-9130	1224 BRIDGEFORD DR NW	Dec 4 2017	2,493	$ 89.85	$ 224,000	4671-83-9536	10404 RUTLEDGE RIDGE DR NW	Oct 4 2019	3,071	$ 105.83	$ 325,000
4671-82-0649	567 MARTHAS VIEW DR NW	Feb 8 2018	2,870	$ 98.61	$ 283,000	4671-92-3547	10327 RUTLEDGE RIDGE DR NW	May 20 2019	3,312	$ 95.41	$ 316,000
4671-82-0685	563 MARTHAS VIEW DR NW	Apr 9 2020	2,697	$ 114.20	$ 308,000	4671-92-3827	1303 MCDERMOTT WAY NW	Jul 8 2020	2,983	$ 117.35	$ 350,000
4671-82-1809	574 MARTHAS VIEW DR NW	Jul 13 2017	2,907	$ 89.44	$ 260,000	4671-92-4746	10334 RUTLEDGE RIDGE DR NW	Jul 31 2019	2,675	$ 108.41	$ 290,000
4671-82-1842	10345 WESSON HUNT RD NW	Mar 29 2018	2,020	$ 131.19	$ 265,000	4671-92-5493	10348 HILLSBOROUGH ST NW	Apr 12 2019	2,567	$ 108.69	$ 279,000
4671-82-1895	10349 WESSON HUNT RD NW	Apr 23 2018	2,226	$ 116.80	$ 260,000	4671-92-5844	1312 MCDERMOTT WAY NW	Aug 16 2018	3,006	$ 106.47	$ 320,000
4671-82-2548	555 MARTHA'S VIEW DR NW	Feb 28 2018	2,759	$ 103.30	$ 285,000	4671-92-5879	1316 MCDERMOTT WAY NW	Apr 3 2018	2,999	$ 100.72	$ 302,000
4671-82-2963	10357 WESSON HUNT RD NW	May 15 2018	2,706	$ 104.95	$ 284,000	4671-92-7998	10391 HILLSBOROUGH ST NW	Jul 25 2018	2,545	$ 115.13	$ 293,000
4671-82-3618	10346 WESSON HUNT RD NW	Oct 17 2018	3,027	$ 100.76	$ 305,000	4671-92-8871	10384 HILLSBOROUGH ST NW	May 29 2019	2,545	$ 109.23	$ 278,000
4671-82-4872	10362 WESSON HUNT RD NW	Jun 8 2017	2,251	$ 114.62	$ 258,000	4671-93-0526	1311 BRIDGEFORD DR NW	Jan 17 2019	2,723	$ 101.54	$ 276,500
4671-82-5817	10366 WESSON HUNT RD NW	Apr 18 2019	2,421	$ 104.50	$ 253,000	4671-93-1449	1319 BRIDGEFORD DR NW	Aug 27 2019	2,723	$ 128.53	$ 350,000
4671-83-0135	1232 BRIDGEFORD DR NW	Jul 16 2019	2,835	$ 100.53	$ 285,000	4671-93-2070	1308 MALDEN ST NW	Jun 18 2020	2,684	$ 116.24	$ 312,000
4671-83-1024	10391 DOWLING ST NW	Aug 19 2020	3,204	$ 109.24	$ 350,000	4671-93-3227	10404 PORTERS POND LN NW	Jul 17 2018	2,927	$ 104.54	$ 306,000
4671-83-1329	1247 BRIDGEFORD DR NW	Feb 12 2018	2,563	$ 97.93	$ 251,000	4671-93-3567	10419 PORTERS POND LN NW	Nov 14 2018	3,341	$ 102.07	$ 341,000
4671-83-2147	10396 DOWLING ST NW	Apr 16 2018	2,274	$ 105.54	$ 240,000	4671-93-4352	10412 PORTERS POND LN NW	Feb 6 2019	2,691	$ 127.83	$ 344,000
4671-83-2147	10396 DOWLING ST NW	Oct 12 2018	2,274	$ 110.38	$ 251,000	4671-93-4535	10423 PORTERS POND LN NW	Mar 21 2018	2,846	$ 105.41	$ 300,000
4671-83-2414	1255 BRIDGEFORD DR NW	May 30 2019	3,235	$ 82.69	$ 267,500	4671-93-6127	1361 BRIDGEFORD DR NW	May 11 2018	2,545	$ 111.98	$ 285,000
4671-83-2414	1255 BRIDGEFORD DR NW	Sep 20 2019	3,235	$ 94.59	$ 306,000	4671-93-6176	1365 BRIDGEFORD DR NW	Apr 25 2018	2,246	$ 124.44	$ 279,500
4671-83-3051	10367 WESSON HUNT RD NW	Oct 5 2018	2,441	$ 103.24	$ 252,000	4671-93-7187	1373 BRIDGEFORD DR NW	Jul 1 2020	2,739	$ 125.96	$ 345,000
4671-83-6383	10395 RUTLEDGE RIDGE DR NW	Nov 2 2017	3,313	$ 91.31	$ 302,500	4681-03-0044	10408 HILLSBOROUGH ST NW	Nov 29 2018	2,869	$ 106.66	$ 306,000
4671-83-6413	1284 BRIDGEFORD DR NW	Feb 28 2017	2,622	$ 96.11	$ 252,000	4681-03-1406	10437 HILLSBOROUGH ST NW	Nov 12 2019	2,545	$ 117.88	$ 300,000
4671-83-6464	1290 BRIDGEFORD DR NW	Jun 28 2018	2,551	$ 116.03	$ 296,000	4681-03-2205	10428 HILLSBOROUGH ST NW	Sep 1 2017	3,526	$ 89.34	$ 315,000
4671-83-7606	10407 RUTLEDGE RIDGE DR NW	Aug 18 2020	2,784	$ 123.92	$ 345,000	4681-03-2205	10428 HILLSBOROUGH ST NW	Jun 17 2019	3,526	$ 98.41	$ 347,000

The sales have an average price of $104.96 per square foot or $291,320. The range of the sales is from $77.00 to

$131.19 per square foot. The highest price paid per square foot is for a home with visual influence of the tower. After adjusting the sales for a variety of physical and legal characteristics, the conclusion is that the visibility of the tower has no impact on the prices paid.

The following examples were taken from Cabarrus County located in the suburbs of Charlotte.



2735 Odell School Road



This tower is provided because of the ability to isolate the potential impact of the visual influence of the tower. The lattice construction poses a larger visual footprint than a monopole tower. The following chart provides sales data for the adjacent development with the most significant characteristics of the comparison listed in the chart. The sales in yellow are for the houses with the highest level of visual influence from the tower as shown in the photograph.

Wellington Chase											
Parcel Number	Street Address	Sales Date	Size (SF)	$ per SF	Sales Price	Parcel Number	Street Address	Sales Date	Size (SF)	$ per SF	Sales Price
4682-02-9341	2673 TREELINE DR	Apr 18 2018	3,270	$ 119.27	$ 390,000	4682-22-8895	2560 TREELINE DR	Feb 24 2020	3,525	$ 103.55	$ 365,000
4682-11-1574	9658 ESTRIDGE LN	Oct 30 2018	3,968	$ 87.58	$ 347,500	4682-22-9436	2477 WELLINGTON CHASE DR	Aug 31 2018	3,376	$ 139.96	$ 472,500
4682-11-1748	9711 LOCKWOOD RD	Jul 17 2020	3,925	$ 115.92	$ 455,000	4682-22-9533	2483 WELLINGTON CHASE DR	Jul 14 2020	3,269	$ 118.38	$ 387,000
4682-11-3479	9650 ESTRIDGE LN	Jul 17 2018	3,875	$ 103.74	$ 402,000	4682-22-9865	2556 TREELINE DR	Aug 30 2018	3,038	$ 130.68	$ 397,000
4682-11-3479	9650 ESTRIDGE LN	May 13 2019	3,875	$ 100.13	$ 388,000	4682-30-0929	2240 WELLINGTON CHASE DR	Apr 19 2018	4,127	$ 97.65	$ 403,000
4682-11-3616	9639 LOCKWOOD RD	Jan 6 2020	2,591	$ 138.94	$ 360,000	4682-30-4876	2119 PRAIRIE RD	Jun 19 2020	3,017	$ 142.53	$ 430,000
4682-11-5205	9643 ESTRIDGE LN	Aug 10 2017	3,741	$ 126.19	$ 472,000	4682-30-5975	9564 HORSEBIT LN	Mar 1 2019	2,197	$ 145.65	$ 320,000
4682-11-5936	2421 SATCHEL LN	May 16 2018	3,521	$ 115.02	$ 405,000	4682-30-7697	2146 PRAIRIE RD	Apr 12 2019	2,223	$ 137.23	$ 305,000
4682-11-7717	9622 LOCKWOOD RD	Apr 30 2018	3,470	$ 112.68	$ 391,000	4682-30-7948	9565 HORSEBIT LN	Dec 8 2017	3,044	$ 105.45	$ 321,000
4682-11-8328	9632 ESTRIDGE LN	Nov 7 2017	3,203	$ 120.82	$ 387,000	4682-30-7948	9565 HORSEBIT LN	Nov 20 2018	2,816	$ 119.85	$ 337,500
4682-11-8828	2424 SATCHEL LN	Jun 12 2019	3,692	$ 113.22	$ 418,000	4682-30-7948	9565 HORSEBIT LN	Sep 25 2019	2,816	$ 126.07	$ 355,000
4682-11-9327	9628 ESTRIDGE LN	May 25 2018	3,751	$ 106.37	$ 399,000	4682-30-7971	9575 HORSEBIT LN	Aug 14 2018	3,162	$ 115.43	$ 365,000
4682-11-9582	9611 LOCKWOOD RD	Sep 19 2019	3,568	$ 114.63	$ 409,000	4682-30-8986	2193 PRAIRIE RD	Oct 11 2017	3,134	$ 106.41	$ 333,500
4682-12-0539	2670 TREELINE DR	Sep 15 2017	3,099	$ 117.46	$ 364,000	4682-30-9638	2158 PRAIRIE RD	Aug 26 2020	2,197	$ 156.58	$ 344,000
4682-12-2972	9724 COLTS NECK LN	Jun 14 2019	3,350	$ 111.94	$ 375,000	4682-30-9807	2175 PRAIRIE RD	Sep 29 2017	3,098	$ 115.24	$ 357,000
4682-12-5916	2568 SHOAL PARK RD	May 15 2019	3,307	$ 116.42	$ 385,000	4682-31-1943	2454 WELLINGTON CHASE DR	Jul 27 2020	3,488	$ 105.50	$ 368,000
4682-12-8597	2622 TREELINE DR	Sep 28 2018	2,969	$ 116.20	$ 345,000	4682-31-4938	9177 MARASOL LN	Dec 29 2017	2,758	$ 111.31	$ 307,000
4682-13-3225	2589 SHOAL PARK RD	Feb 10 2020	3,286	$ 119.60	$ 393,000	4682-31-5051	9558 HORSEBIT LN	May 14 2018	2,971	$ 114.44	$ 340,000
4682-13-3430	2603 SHOAL PARK RD	May 20 2019	3,350	$ 119.40	$ 400,000	4682-31-5305	9528 HORSEBIT LN	Apr 26 2018	2,980	$ 124.83	$ 372,000
4682-13-3430	2603 SHOAL PARK RD	Sep 17 2019	3,350	$ 119.40	$ 400,000	4682-31-5462	9522 HORSEBIT LN	Oct 11 2017	2,991	$ 123.37	$ 369,000
4682-13-3438	2609 SHOAL PARK RD	Mar 15 2018	3,304	$ 116.22	$ 384,000	4682-31-5781	2265 PRAIRIE RD	Jan 19 2018	3,002	$ 118.25	$ 355,000
4682-13-6477	9700 JAMESTOWN RD	May 21 2020	2,948	$ 118.72	$ 350,000	4682-31-6552	2247 PRAIRIE RD	Sep 27 2017	2,192	$ 156.71	$ 343,500
4682-13-7447	9694 JAMESTOWN RD	Jan 26 2018	3,341	$ 122.27	$ 408,500	4682-31-7268	2225 PRAIRIE RD	Nov 3 2017	2,429	$ 123.10	$ 299,000
4682-13-8488	9682 JAMESTOWN RD	Nov 27 2017	2,948	$ 118.72	$ 350,000	4682-31-7281	2219 PRAIRIE RD	Jun 10 2020	3,157	$ 121.95	$ 385,000
4682-13-9457	9676 JAMESTOWN RD	Oct 3 2019	3,443	$ 114.73	$ 395,000	4682-31-7334	2231 PRAIRIE RD	Oct 25 2017	2,773	$ 110.53	$ 306,500
4682-21-2694	2416 SPUR LN	Apr 16 2020	3,977	$ 90.52	$ 360,000	4682-31-7747	2258 PRAIRIE RD	Aug 23 2017	2,975	$ 122.52	$ 364,500
4682-21-3463	2408 SPUR LN	Sep 5 2019	3,862	$ 103.57	$ 400,000	4682-31-7747	2258 PRAIRIE RD	May 28 2020	2,975	$ 132.77	$ 395,000
4682-21-3533	2412 SPUR LN	Oct 3 2019	3,363	$ 113.29	$ 381,000	4682-31-7760	2252 PRAIRIE RD	Sep 29 2017	1,699	$ 161.57	$ 274,500
4682-21-7415	2404 CLARIDGE RD	Jun 24 2020	4,189	$ 107.42	$ 450,000	4682-31-7760	2252 PRAIRIE RD	May 14 2018	1,699	$ 152.44	$ 259,000
4682-21-8804	9450 LOCKWOOD RD	Apr 4 2019	3,650	$ 106.85	$ 390,000	4682-31-7903	9270 LOCKWOOD RD	Oct 30 2018	3,318	$ 111.51	$ 370,000
4682-22-2743	2504 MILL WRIGHT RD	Feb 16 2018	3,465	$ 112.55	$ 390,000	4682-31-8115	2213 PRAIRIE RD	Mar 16 2018	2,381	$ 123.48	$ 294,000
4682-22-2820	2508 MILL WRIGHT RD	Dec 27 2018	2,948	$ 118.72	$ 350,000	4682-31-8476	2236 PRAIRIE RD	Nov 9 2017	2,137	$ 140.38	$ 300,000
4682-22-3540	2595 TREELINE DR	Aug 24 2017	3,311	$ 117.79	$ 390,000	4682-32-3825	2540 TREELINE DR	Jun 28 2018	2,764	$ 117.58	$ 325,000
4682-22-4099	2421 CLARIDGE RD	Oct 25 2018	3,506	$ 109.67	$ 384,500	4682-32-5093	9163 MARASOL LN	Jun 5 2018	3,822	$ 91.18	$ 348,500
4682-22-4574	2587 TREELINE DR	Jun 15 2018	2,744	$ 116.62	$ 320,000	4682-32-5093	9163 MARASOL LN	Aug 28 2019	3,822	$ 99.03	$ 378,500
4682-22-4574	2587 TREELINE DR	May 2 2019	2,744	$ 111.70	$ 306,500	4682-32-5221	9166 MARASOL LN	Jan 4 2019	3,345	$ 98.65	$ 330,000
4682-22-4777	2584 TREELINE DR	Jul 30 2019	3,358	$ 116.14	$ 390,000	4682-32-6066	9159 MARASOL LN	Jul 30 2018	2,633	$ 117.74	$ 310,000
4682-22-5537	2583 TREELINE DR	Jun 15 2018	3,374	$ 117.07	$ 395,000	4682-32-6066	9159 MARASOL LN	Apr 4 2019	2,633	$ 115.08	$ 303,000
4682-22-5830	2580 TREELINE DR	Nov 20 2018	2,988	$ 123.83	$ 370,000	4682-32-8101	9151 MARASOL LN	Mar 16 2018	3,860	$ 94.82	$ 366,000
4682-22-6802	2576 TREELINE DR	May 21 2018	2,823	$ 121.15	$ 342,000	4682-32-8653	2516 TREELINE DR	Jun 12 2018	3,384	$ 110.82	$ 375,000
4682-22-6864	2572 TREELINE DR	Dec 21 2017	2,732	$ 119.88	$ 327,500	4682-40-0970	2182 PRAIRIE RD	May 14 2019	3,069	$ 128.71	$ 395,000
4682-22-7854	2568 TREELINE DR	Mar 28 2019	2,812	$ 120.02	$ 337,500	4682-41-1696	2437 BENSALEM LN	Jul 16 2018	3,201	$ 105.59	$ 338,000
4682-22-7854	2568 TREELINE DR	Jul 3 2019	2,812	$ 120.91	$ 340,000	4682-42-0091	2456 TREELINE DR	May 15 2018	3,424	$ 107.48	$ 368,000

The sales have an average price of $117.85 per square foot or $365,488. The range of the sales is from $87.58 to $161.57 per square foot. The quantity of data allows for a credible analysis of the other statistical variances. The standard deviation is $13.96 per square foot. All the sales with visual influence lie within one standard deviation of the mean. After adjusting the sales for a variety of physical and legal characteristics, the conclusion is that the visibility of the tower has no impact on the prices paid.





Wyndham Estates Sales Summary						
Address	**Acres**	**Year Built**	**Size (SF)**	**Sale Date**	**Sale Price**	**Price/SF**
348 ROYAL WINDSOR DR	0.9	2018	2,399	July-18	$ 260,000	$ 108.38
344 ROYAL WINDSOR DR	0.73	2016	2,508	November-16	$ 252,500	$ 100.68
340 ROYAL WINDSOR DR	0.55	2016	2,708	September-17	$ 267,500	$ 98.78
336 ROYAL WINDSOR DR	0.57	2015	2,748	June-15	$ 230,000	$ 83.70
345 ROYAL WINDSOR DR	0.8	2017	2,403	April-18	$ 255,000	$ 106.12
332 ROYAL WINDSOR DR	0.57	2014	2,772	May-19	$ 285,000	$ 102.81
328 ROYAL WINDSOR DR	0.56	2014	2,467	March-15	$ 219,500	$ 88.97
339 ROYAL WINDSOR DR	0.89	2017	2,745	December-17	$ 280,000	$ 102.00
324 ROYAL WINDSOR DR	0.55	2014	3,117	March-15	$ 256,500	$ 82.29
335 ROYAL WINDSOR DR	0.57	2015	2,201	November-15	$ 240,000	$ 109.04
320 ROYAL WINDSOR DR	0.54	2014	3,127	October-18	$ 284,000	$ 90.82
331 ROYAL WINDSOR DR	0.56	2016	2,274	August-16	$ 244,000	$ 107.30
327 ROYAL WINDSOR DR	0.55	2015	2,810	April-16	$ 239,000	$ 85.05
312 ROYAL WINDSOR DR	0.77	2013	2,464	March-18	$ 260,000	$ 105.52
323 ROYAL WINDSOR DR	0.54	2015	3,139	August-15	$ 260,500	$ 82.99
313 ROYAL WINDSOR DR	0.68	2010	2,298	June-15	$ 212,000	$ 92.25
309 ROYAL WINDSOR DR	0.73	2010	2,928	September-15	$ 205,000	$ 70.01
304 ROYAL WINDSOR DR	0.69	2014	3,103	May-15	$ 250,000	$ 80.57
304 ROYAL WINDSOR DR	0.69	2014	3,103	October-18	$ 285,000	$ 91.85
305 ROYAL WINDSOR DR	0.8	2015	2,484	June-15	$ 233,000	$ 93.80

13935 Old Camden Road

This tower was researched because it provides an example of residential development. The previous chart provides sales data for the adjacent development with the most significant characteristics of the comparison listed in the chart. The sales in yellow are for the houses with the highest level of visual influence from the tower as shown in the photograph. The sales highlighted in green are for the properties located furthest from the tower and the lowest level of visual impact.

The sale of the house pictured earlier sold in 2015 and resold in 2020 showing an appreciation of 14%. Further, the resale price of $285,000 is the highest price point for the neighborhood. After analysis of the factors listed in the chart and other less influential items, the visual impact of the tower is concluded not to adversely impact the value of contiguous properties.

Summary

The residential developments cited have a higher level of visual impact from the tower than the proposed development. Regardless, the market provides adequate data to support a conclusion that the visual impact of a cell tower do not injure the values of residential properties.

Rural Towers

A tower is in Rowan County in a residential area of Tareyton Drive. This is an older residential area with most of the dwellings constructed in the 1970's similar to the stick-built residential improvements near the proposed tower. As shown on the following aerial, the tower is in an open field with a higher visual impact than the subject. The tower is a monopole telecommunications tower with a height of 195 feet.



The following sales were found in the area. The two properties highlighted in green have the highest level of visual impact from the tower.

Sales Summary									
Parcel	Address	Land (Acres)	Bedrooms	Baths	SF	Year Built	Sale Date	Sales Price	Price/SF
102 561	3009 Daisy Ct	0.25	3	1	1,600	1974	1/13/17	$ 35,000	$ 21.88
102 622	442 Newcastle Rd	0.22	3	1	1,100	1974	12/29/17	$ 45,000	$ 40.91
102 507	3218 Spring Valley	0.34	4	2	1,538	1972	10/10/16	$ 78,000	$ 50.72
102 491	3220 Spring Valley	0.3	3	1	1,092	1972	12/14/17	$ 99,000	$ 90.66
152 857	655 Kilborne Dr.	0.2	3	1	1,050	1978	8/21/15	$ 37,000	$ 35.24
152 839	601 Dundeen Dr.	0.22	3	1	1,075	1978	12/31/15	$ 36,000	$ 33.49
152 820	630 Dundeen Dr.	0.2	3	1	1,050	1977	1/5/17	$ 48,000	$ 45.71
152 797	636 Colebrook Dr.	0.2	3	1	1,000	1977	11/30/16	$ 60,000	$ 60.00
137 766	609 Belfast Dr.	0.21	3	1	1,050	1976	7/28/14	$ 45,000	$ 42.86
137 758	602 Belfast Dr.	0.2	3	1	1,050	1976	8/21/15	$ 30,000	$ 28.57
137 734	657 Belfast Dr.	0.21	3	1	1,050	1976	11/21/17	$ 53,000	$ 50.48

All the sales have similar lot sizes, location and year built. As with many older homes, the most significant factor influencing the price paid is the condition of the improvements. The first "green" sale in the chart included a basement, which would require an adjustment. The presence of the basement skews the price paid per square foot. Upon further research, this dwelling was reported as "needing some work". From a price point, the sale is on the lower end of the range, which is reasonable given the reported condition of the improvements and presence of a basement.

The second "green" sale did not include a basement and was reported to be in fair condition. Again, this sale is consistent with the other sales in the data set. The analysis of this sale shows consistency with other residential sales in the area despite its location and visual impact from the tower. We note that the tower is only partially visible from this property consistent with the residential properties near the proposed development.

For a previous study in Gaston County, we found a tower with some low-density residential developments. This tower is located closer to the road in an open field with a significantly higher visual presence than the proposed tower. The following exhibits provide an aerial and street scene for the tower.





1852 County Line Road

As shown on the previous aerial, there are residential developments in Gaston County across the street from the tower. This 195-foot tower is a monopole construction. As with most rural areas of North Carolina, the market data is limited. The following data consists of some modular homes that sold along County Line Road across the street from the tower to some modular homes that sold in Lewis Farm Estates. The following chart provides a summary of the sales.

Property Sales Summary

Address	Sale Date	Sales Price	Acres	SF	Price/SF	Year Built
1848 County Line Road	5/24/11	$ 100,000	1	1,908	$ 52.41	1999
1846 County Line Road	11/16/07	$ 90,000	1.03	1,512	$ 59.52	2004
1519 Lewis Farm Road	3/5/15	$ 116,000	2.42	1,842	$ 62.98	1999
1526 Lewis Farm Road	8/29/07	$ 170,000	2.88	2,881	$ 59.01	2006

In the analysis of these sales, there are several factors that contribute to the price paid. The smaller lot sizes for the properties near the tower would warrant a downward adjustment to these sales. Regardless, the range of prices paid per square foot is considered small. The indication from this analysis is that similar single family dwelling prices paid are comparable despite the visual impact of the cell tower. The market data indicates that even with absence of a vegetative buffer, the tower does not substantially injure the value of adjacent/abutting properties.

Another tower on a residentially zoned property is located along the NC Highway 138 corridor in Stanly County. The tower is a monopole with a height of 195 feet. Research of the market for the adjacent properties revealed a sale of the adjacent property to the north of the property improved with the tower. The following chart provides a summary of sales found in the area. The sale of the adjacent property is highlighted in yellow. The other sales are for properties providing similar utility.

Matched Pair Analysis

Sale Date	Address	Acres	Size (SF)	Year Built	BR	BA	Sale Price	Price/SF
3/12/20	**12483 NC Hwy 138**	**2**	**1,500**	**1955**	**3**	**1**	**$ 140,000**	**$ 93.33**
1/30/20	12514 NC Hwy 138	1.91	1,070	1954	2	1	$ 103,000	$ 96.26
6/13/19	32621 Chapel Rd.	2.59	1,734	1993	3	2	$ 150,000	$ 86.51
10/26/17	32612 Chapel Rd.	2.04	1,421	1981	2	1	$ 114,000	$ 80.23
5/10/20	33515 S. Stanly School Rd.	14.46	1,008	1959	2	1	$ 117,000	$ 116.07
1/17/19	12028 NC Hwy 138	1.06	1,860	1947	3	2	$ 160,000	$ 86.02
4/16/19	12018 NC Hwy 138	0.95	1,501	1949	3	1	$ 149,000	$ 99.27
6/18/18	11636 NC Hwy 138	0.68	1,709	1945	3	1	$ 115,000	$ 67.29
6/16/19	12273 Old Aquadale Rd.	1.2	1,865	1965	3	1.5	$ 170,000	$ 91.15

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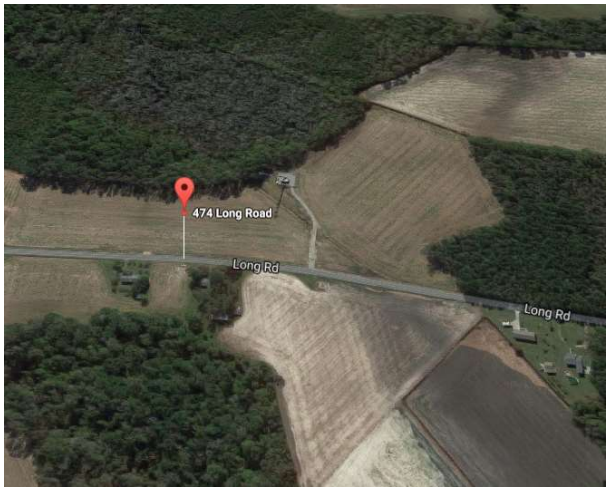
As shown on the previous chart, the sale of the property adjacent to the tower site is on the upper end of the range on a price per square foot as well as price point. After researching and adjusting these sales for physical and market variances in comparison to the sale adjacent to the tower, the analysis indicates that there is no diminution in value caused by the presence of a tower on the adjacent property.

We also provide the results from a study in Robeson County. The scope of the impact study addressed the potential impact of value on properties in the neighborhood. The following provides market data for the towers found in Robeson County that reflect the rural areas in the neighborhood of the proposed development.

The following data is segregated into two categories: single family homes and vacant land. For all the data sets, the properties highlighted in yellow are those properties along the same corridor as the tower. These properties are

compared to properties highlighted in green, which are along similar streets without a tower. We include additional market data as background for the paired sales analyses.





474 Long Road

This tower has a height of 180 feet. As with the surrounding developments for the other towers selected for comparison in this study, the land uses in the area are primarily agricultural. The low-density residential developments include homes constructed over a wide time span including some estate style homes. The market data for single family dwellings are summarized in the following chart.

SFD SALES						
Address	**Sale Date**	**Sales Price**	**Year Built**	**SF**	**Acres**	**$/SF**
46 SURRY	5/25/2005	$68,000	1986	1,152	2.34	$ 59.03
121 SURRY	10/29/2007	$93,000	1978	1,443	1	$ 64.45
285 JUNE	5/15/2009	$41,000	2000	1,632	1	$ 25.12
992 LONG RD	8/20/2007	$57,500	1978	972	1	$ 59.16
867 LONG RD	11/5/2009	$27,000	1962	800	1.52	$ 33.75
719 LONG RD	6/8/2015	$87,000	1989	1,437	4.37	$ 60.54
1148 LONG RD	8/14/2015	$227,500	2005	2,029	1.8	$ 112.12

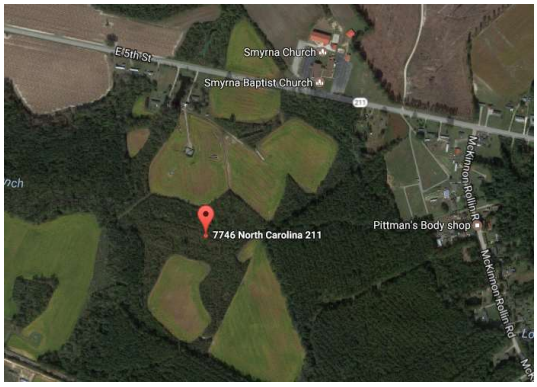
The analysis of these sales includes several factors including but not necessarily limited to size, age, and lot size. The most compelling market data is the consistency in the prices paid per square foot for the highlighted properties. The comparison of the data shows some offsetting characteristics but does provide evidence that the cell tower located along Long Road does not substantially injure property values in the area.

The second data set is for land sales found in the area. The highlighted properties are for residential lots consistent with the low-density development patterns in the neighborhood.

LAND SALES				
Address	**Sale Date**	**Sales Price**	**Acres**	**$/Acre**
181 TROY DR	6/11/2010	$150,000	19.63	$ 7,641
WILKES RD	5/1/2013	$20,000	7.39	$ 2,706
859 LONG RD	8/22/2012	$15,000	1.24	$ 12,097
OFF LONG RD	3/24/2015	$22,000	3.43	$ 6,414

Contrary to the market data for single family dwellings, the most compelling information from this data set is the price point for the residential lots. The size of the lots is the most influential factor on price point. Again, the market data indicates that the tower has not impeded demand for land along the Long Road corridor nor has it injured land values in the area.





7746 E Hwy 211

This tower has a height of 300-feet, which includes a light atop the guyed tower. I have applied the same methodology with the previous analyses and segregated the data into single family dwellings and vacant land. The sales for single family dwellings are summarized in the following chart.

SFD SALES						
Address	**Sale Date**	**Sales Price**	**Year Built**	**SF**	**Acres**	**$/SF**
913 HARRIS RD	1/31/2017	$65,000	2005	1,443	1	$ 45.05
4642 OLD ALLENTON	12/7/2015	$64,000	1950	912	1	$ 70.18
146 BEAR BAY	11/13/2014	$48,000	1980	1,456	2.69	$ 32.97
877 OLD ALLENTON	6/25/2013	$46,500	1969	1,506	1.5	$ 30.88
9697 NC 211	6/26/2012	$61,000	1955	1,170	1.24	$ 52.14
8355 E NC HWY 211	6/3/2015	$75,000	1988	1,152	4.22	$ 65.10

The physical variance in this data set would require a higher level of adjustment. Notwithstanding this fact, the sales

along the 211 corridor provide a similar price point and price paid per square foot. The offsetting nature of the variances is reflected in the similar price point for most sales with the property closest to the tower having the highest price point. The analysis of this data set provides further evidence to our conclusion.

The following chart provides a summary of land sales for the area. Again, applying the same methodology as the previous analyses.

LAND SALES				
Address	Sale Date	Sales Price	Acres	$/Acre
NC HWY 211	12/17/2014	$17,500	0.59	$ 29,661
699 BAY BEAR	6/18/2015	$17,000	8.13	$ 2,091
HARRIS RD	5/14/2015	$8,500	1	$ 8,500
HARRIS RD	8/17/2015	$9,000	1.27	$ 7,087
3 PITTMAN	4/4/2014	$250,000	93.22	$ 2,682
WILKES	5/1/2013	$20,000	7.39	$ 2,706
481 HARRIS RD	2/8/2013	$25,500	0.92	$ 27,717
538 DERWOOD	9/17/2012	$45,000	17.74	$ 2,537
DERWOOD	7/19/2012	$80,000	24.84	$ 3,221
PITTMAN	5/21/2012	$15,000	14.08	$ 1,065

The best matched pair in this data set is from the sales of two mobile home lots. While the price point was higher for the sale on Harris Road, the price per acre was higher for the lot on Highway 211. This indicates that size was a significant factor in the price paid. The only other sale found lies on the lower end of the range of the data set, which is considered reasonable given its physical characteristics including some areas that appear to be undevelopable.



Kinlaw Road

The land sales in the area provide the most compelling evidence in the neighborhood for this tower. The following chart provides a summary of land sales in the area.

LAND SALES				
Address	**Sale Date**	**Sales Price**	**Acres**	**$/Acre**
HOWELL RD	5/25/2012	$98,000	47	$ 2,085
TARHEEL RD	**12/12/2012**	**$13,000**	**3.37**	**$ 3,858**
346 BARNHILL	**9/3/2013**	**$28,500**	**8**	**$ 3,563**
5168 TARHEEL	**1/3/2014**	**$30,000**	**9.15**	**$ 3,279**
KINLAW RD	**9/4/2014**	**$27,000**	**6.87**	**$ 3,930**

The sale closest to the tower sold for the highest price per acre. Again, the market data for land around this cell tower indicates that the tower maintains or enhances land values in the neighborhood.

The following is a summary of single-family dwelling sales found in the neighborhood.

SFD SALES						
Address	**Sale Date**	**Sales Price**	**Year Built**	**SF**	**Acres**	**$/SF**
88 BARNHILL	4/30/2012	$76,000	1995	1,458	2.01	$ 52.13
6876 HOWELL	5/22/2012	$55,000	1988	1,344	1.98	$ 40.92
7889 HOWELL	12/17/2012	$37,500	1950	1,454	1.86	$ 19.23
5168 TARHEEL	5/9/2013	$125,000	1958	1,980	5	$ 63.84
6225 HOWELL	8/10/2016	$200,000	1999	2,837	1.01	$ 100.05
6257 HOWELL	2/10/2017	$225,000	2007	3,303	1	$ 112.11
306 TARHEEL	10/17/2013	$177,500	1953	3,087	5.03	$ 90.89
3647 TARHEEL	9/5/2014	$46,000	1992	1,296	0.92	$ 23.09
5478 TARHEEL	10/3/2014	$125,000	2002	1,920	8.4	$ 62.44
8191 HOWELL	11/10/2014	$71,000	1980	1,032	1.02	$ 35.86
470 KINLAW RD	12/31/2014	$42,500	1982	1,338	1.5	$ 21.44
KINLAW RD	6/15/2015	$73,500	1962	1,485	0.89	$ 37.46

The review of sales of single-family dwellings reveals that age and condition of the improvements is the most significant factor in the prices paid. Development in the area is sparse and supply side pressures in the market and low number of transactions indicates that the neighborhood is in the stable phase of its economic development. This is similar to the subject's neighborhood. The sales price paid for the properties along the corridor of the tower and other corridors is consistent.





Davidson Drive

This tower is in Bladen County. The surrounding developments are comparable to the subject. The tower is located off Davidson Drive. The single-family dwelling sales in the neighborhood were insufficient in quantity (two sales found), to provide a credible analysis. However, the sales of land as shown on the following chart provide a reflection of the market. The following chart is a summary of the sales. Note the two first sales in the chart are for mobile home lots.

LAND SALES				
Address	Sale Date	Sales Price	Acres	$/Acre
2392 GUYTON	7/19/2012	$10,000	1	$ 10,000
300 GASTON DR	2/23/2015	$19,000	1.7	$ 11,176
MASSEY RD	10/16/2012	$25,000	15.35	$ 1,629
GUYTON ROAD	5/31/2013	$9,000	0.98	$ 9,184
GUYTON RD	10/18/2013	$20,000	5.57	$ 3,591
MASSEY RD	12/3/2013	$6,000	0.9	$ 6,667
MASSEY RD	4/23/2014	$31,500	12.37	$ 2,546
1023 STORMS RD	3/20/2015	$9,000	2	$ 4,500
303 GASTON DR	8/29/2015	$11,000	0.89	$ 12,360

The land sales for lots near the tower are consistent with other lot sales found with no visual influence from the tower. The two lots highlighted in yellow reflect the upper end of the range for vacant land. The market data indicates that development near the tower has not influenced the normal course of development for the immediate area. Further, the market data indicates that buyers are paying similar prices for lots within the visual sphere of influence of a cell tower.

Summary

The market data for rural areas provide no empirical evidence that the presence of a cell tower is injurious to property values in the neighborhood. The analysis includes paired sales of land and single-family dwellings. As with most rural areas, data is limited due to the absence of activity in the market.

Other Considerations

Other potential impacts to the surrounding area include noise, traffic, and lighting. The operation of a cell tower is essentially silent and would not influence the surrounding developments. The additional traffic caused by the proposed development is nominal and would likely occur for routine maintenance. Any increases in traffic do not impact the contiguous properties. The drawings indicate that the tower will not have a light.

Conclusions

The market activity in the area reflects a community in the growth phase of its economic life cycle. Based on the market data presented, the development of a cell tower will not impede development of the neighborhood. The results of studies including those included in this report show consistency between prices paid for land and single-family dwellings in rural and suburban areas where cell towers are present. Therefore, I conclude that the proposed development of a cell tower will not be injurious to neighborhood property values.

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 monopole telecommunications tower warrant a downward adjustment to contiguous 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.
- The proposed tower will be located on the site of the local fire station that has an existing telecommunications tower.
- The siting of the proposed tower in conjunction with the vegetative buffer will obscure most if not all the tower from nearby properties.
- The existing above-ground infrastructure poses a larger visual footprint than the proposed tower because of distance and screening.

All these factors would contribute to the aesthetic appeal and a hypothetical valuation of properties in the neighborhood. The multitude of factors would indicate that multicollinearity for aesthetics exists for surrounding properties. Multicollinearity arises when multiple items correlate with each other. The combining of multiple factors can cause a distortion of the impact of any of the factors individually without consideration for all the factors that contribute to the common issue.

The fire station has been in existence for many years. Any knowledgeable buyer would be aware of the station. Potential for the fire station to provide an external influence is possible but those would be given a sense of security by the proximity would not likely have an objection to the fire department having a telecommunications facility on-site.

In the case of the proposed development, all the residentially zoned properties include significant tree cover between the proposed tower and their respective improvements. To attribute any adjustment to the proposed development would be misleading and not result in a credible adjustment. In other

words, any adjustment for the development of a tower on a nearby property without consideration of the numerous other aesthetic influences would not be credible. The market data provided includes towers with higher levels of visual impact and provide no empirical evidence of an adverse impact on value.

The proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. The development of telecommunications towers along transportation corridors near schools and other institutional uses is common. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location, current use and existing vegetative buffer. The proposed development will not be injurious to neighboring properties.



Michael P. Berkowitz

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.



Michael P. Berkowitz
(NC State Certified General Real Estate Appraiser #A6169)
(SC State Certified General Real Estate Appraiser #CG6277)

January 29, 2024
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 reflects 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.
- Racetrack 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
Racetracks

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
Broadway Bank
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

Exhibit 18
Bond

TOWER / EQUIPMENT /STRUCTURE
REMOVAL BOND

Bond # CMS0342002

Site Name: Brinkley
Site Location: 4548 Grace Chapel Road, Granite Falls, NC 28630
Site ID#: NC0306

KNOW ALL MEN BY THESE PRESENTS, THAT, **TowerCo 2013 LLC**, as Principal, and **RLI Insurance Company**, a corporation duly organized under the laws of the State of **Illinois**, as Surety, are held and firmly bound unto **Caldwell County, 905 West Avenue NW, Lenoir, NC 28645**, as Obligee, in the sum of **Ten Thousand and 00/100** (**$10,000.00**) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS the Principal has entered into a written agreement with the property owner for the placement of a tower or structure furnishing telephone, television or other electronic media service, which agreement sets forth the terms and conditions which govern the use of such tower(s), equipment or structure(s) and which agreement requires that the property be returned to its prior condition upon removal of any structures and is hereby specifically referred to and made part hereof, and

WHEREAS, the Obligee requires the submission of a bond guaranteeing the maintenance, replacement, removal or relocation of said tower(s), equipment or structure(s).

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocations of a tower(s), equipment or structure(s), then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS SURETY may terminate this bond at any time by giving written notice to the Obligee at least ninety (90) days prior to the effective termination date set forth in said notice. Such notice shall not discharge the liability of the Surety for any default prior to the termination. If before forty-five (45) days prior to the termination of this bond, pursuant to said notice, the Principal fails to provide the Obligee with a replacement bond, letter of credit, or other security in a form and amount acceptable to the Obligee, and Obligee so advises Surety in writing, Surety, at its option, shall withdraw the termination by certified mail to the Obligee or pay to the Obligee the penal sum of this Surety Bond, less any partial payments previously paid hereunder, to be held by the Obligee under the terms of the agreement.

WRITTEN NOTICES to Surety shall be sent to: Brendan Reilly, RLI Insurance Company, 525 W. Van Buren, Suite 350, Chicago, IL 60607 or Brendan.Reilly@RLIcorp.com.

THIS BOND signed, sealed, dated on the **2nd** day of **April, 2024.**

TowerCo 2013 LLC

Principal

By:_____

RLI Insurance Company

Surety

By:_____

Leah J. Petry, Attorney-in-Fact

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0342002

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint: Leah J. Petry in the City of St. Louis, State of Missouri, it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000) for any single obligation, and specifically for the following described bond.

Principal: TowerCo 2013 LLC
Obligee: Caldwell County

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

> **"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."**

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of January, 2022.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 6th day of January, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of April, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D. Fick — Corporate Secretary

A00AID19

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Planning	Shelley Stevens

AGENDA ITEM # 8

RZ 2024-2 R-20 to GB - 2125 Wilkesboro Blvd

BACKGROUND

Applicant: Michael Hartley for James Oxygen and Supply Co.
Property Owner: Hartley Family Investments, LLC
NCPIN: 2860561636
Location: 2125 Wilkesboro Blvd, in middle and slightly eastern Caldwell County
Site Conditions: open lot with some trees; not in the County's watershed or a flood zone
Acreage: 1.58 acres (according to GIS)
Zoning: Residential (R-20) with a small part of the southern portion of the property in Lenoir's zoning jurisdiction – zoned R-R (which won't change with this request)
Elevation: 1,135 – 1,140' (per GIS)
Surrounding Zoning: R-20 (Low-Density Residential) to the north and northeast; and R-R (City of Lenoir Rural-Residential zoning) to the west and southwest; there is also a GB (General Business) parcel to the southeast
Request: rezoning from R-20 to GB

Request
Michael Hartley is requesting a rezoning from Residential zoning to General Business, according to the application submitted. This site is located on a 1.58-acre lot off Wilkesboro Blvd, right outside Lenoir. An approximately .11-acre portion of the southwestern corner of the lot is in Lenoir's zoning jurisdiction (their extraterritorial jurisdiction) and is zoned R-R (Rural-Residential). This section of the parcel must be used for those purposes listed for that district with Lenoir or rezoned with Lenoir. Caldwell County GIS shows that public water is available to this site.

Rezoning hearings are not for considering a particular use itself but the property and all potential future uses allowed within the proposed district (in this case, General Business).
The assessment of reasonableness and potential impact of a proposed rezoning is for that district rather than a particular use within the district, per state law.

Staff Comments
The site is located in an area identified in the Comprehensive Plan's Future Land Use Map with industrial zoning and an Industrial Node nearby, which means rezonings to General Business, Light Industrial and Industrial zoning are suggested and appropriate for this area. The plan mentions that these nodes (and areas recommended for Industrial zoning) are located in areas that have access

to highways (such as NC 18).

The Planning Board reviewed the rezoning application's consistency with the following:

- The Caldwell County Comprehensive Plan
- Caldwell County Zoning Ordinance
- Reasonableness and public health, safety and general welfare

Before the August 12th, 2024, Board of Commissioners meeting, the Board will review the application materials against their copies of the Comprehensive Plan and Zoning Ordinance and decide if they would like to recommend the rezoning based on consistency with these documents and on the effect the rezoning might have on public health, safety and welfare.

No evidence has been presented to Planning Staff or the Planning Board that indicates that this rezoning request would negatively impact the health, safety or welfare of the community.

RECOMMENDED MOTION

Planning Board Recommendation: Approval of consistency and reasonableness statement [GS 160D-605 (a-b)] followed by approval of map amendment (rezoning).

Consistency and Reasonableness Statement:
"Approval of this request is reasonable and in the public interest because the amendment is consistent with the County's Comprehensive Plan which contains a future land use map that aligns with the request by suggesting General Business zoning for this area (via the Industrial Center Node).
There is no evidence that the rezoning would negatively impact the surrounding neighborhood and adjacent properties, and it can promote public health, safety and welfare by allowing a retailer or other business to provide goods or services to the public."

"Motion to approve the rezoning."

BUDGET IMPACT

$650 added to budget - rezoning fee.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Alt Consistency and Reasonableness Statement RZ 2024-2
2. RZ 2024-2 App

- Consistency and Reasonableness Statement for denial:

“Approval of this request is not reasonable and in the public interest because, although the amendment is consistent with the County’s Comprehensive Plan which contains a future land use map that aligns with the request by suggesting General Business zoning for this area (via the Industrial Center Node), there is evidence that the rezoning would negatively impact the surrounding neighborhood and adjacent properties, or public health, safety and welfare by _____.”

“Motion to deny the rezoning.”

Caldwell County
NORTH CAROLINA
Planning Department
2345 Morganton Blvd. Lenoir, NC 28645
www.caldwellcountync.org

REZONING APPLICATION

For questions about this application or approval process, please contact the Planning Department at 828.757.6855 or 828.426.8354 to schedule a pre-application meeting. The public will be notified of this request and invited to attend and/or participate in the Planning Board and County Commission meetings.

Submittal Checklist:

Application Form
Application Fee ($650 – cash, check or credit card) (Make checks payable to Caldwell County)
Site Plan (if applicable)
Other Information Requested by the Planning Department: _____

Property Information:

Current Zoning District(s): County: R-20 Requested Zoning District: General Business
Current Use of the Property: Empty Gated Gravel Lot
Property Address (location): _____
NCPIN: 2860561636 Deed Book 2106 Page: 1049

Contact Information:

Applicant	Property Owner
James Oxygen + Spply Co.	Hartley Family Investments
Applicant Name	Property Owner Name
30 Hwy 321 NW	2450 Spring Meadow Rd.
Applicant Street Address	Property Owner Street Address
Hickory NC 28601	Lenoir NC 28645
City State Zip	City State Zip
828-381-0674 Michael	828-381-0674 Michael
Applicant Contact Phone Number(s)	Property Owner Contact Phone Number(s)
michaelh@jamesoo2.com	wmhartley79@gmail
Applicant E-Mail	Property Owner E-Mail
Applicant Signature	Property Owner Signature

I certify that I have full authority to act on behalf of the owner and that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief.

By signing, I authorize _____ (Applicant) as my representative to request the land development approval on the real property listed in this application, and give full and complete permission for the Applicant to act on my behalf.

OFFICIAL USE ONLY:

Date Received: _____ PB Meeting Date: _____ Comm Meeting Date: _____
Advertised On: _____ and _____ Property Posted: _____ Final Action: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Planning	Shelley Stevens

AGENDA ITEM # 9

RZ 2024-3 RA-20 to GB - Connelly Springs Rd

BACKGROUND

Applicant: Raymond Dollar
Property Owners: Raymond Dollar
NCPIN: 2755026746
Location: 2881 Connelly Springs Rd and south of Dry Ponds Rd, in southwestern Caldwell County
Site Conditions: forested field; in Watershed Protected Area of the county; not in a flood zone (Special Flood Hazard Area)
Acreage: 10 acres (according to GIS)
Zoning: Residential Agricultural (RA-20)
Elevation: 1,125 –1,175' (per GIS)
Surrounding Zoning: GB (General Business) to the north and northwest; and R-20 (Low-Density Residential) to the west and northwest; RA-20 (Residential-Agricultural) to the east, southeast and south
Request: Rezoning from RA-20 to GB

Request
Raymond Dollar is requesting a rezoning from Residential Agricultural zoning to General Business, according to the application submitted. This site is located on a 10-acre lot off Connelly Springs Rd.

Rezoning hearings are not for considering a particular use itself but the property and all potential future uses allowed within the proposed district (in this case, General Business).
The assessment of reasonableness and potential impact of a proposed rezoning is for that district rather than a particular use within the district, per state law.

Staff Comments
The site is located in an area identified in the Comprehensive Plan's Future Land Use Map with a Commercial land use designation. This designation suggests rezonings to General Business are appropriate for this area.

The Planning Board reviewed the rezoning application's consistency with the following:

- The Caldwell County Comprehensive Plan
- Caldwell County Zoning Ordinance

- Caldwell County Watershed Ordinance
- Reasonableness and public health, safety and general welfare

Before the August 12th, 2024 Board of Commission meeting, the Board will review the application materials against their copies of the Comprehensive Plan, Zoning Ordinance, and Watershed Ordinance and decide if they would like to recommend the rezoning based on consistency with these documents and on the effect the rezoning might have on public health, safety and welfare.

No evidence has been presented to Planning Staff or the Planning Board that indicates that this rezoning request would negatively impact the health, safety or welfare of the community.

RECOMMENDED MOTION

Planning Board Recommendation: Approval of consistency and reasonableness statement [GS 160D-605 (a-b)] followed by approval of map amendment (rezoning).

Consistency and Reasonableness Statement:
"Approval of this request is reasonable and in the public interest because the amendment is consistent with the County's Comprehensive Plan which contains a future land use map that aligns with the request by suggesting General Business zoning for this area (via the Commercial Corridor Node). There is no evidence that the rezoning would negatively impact the surrounding neighborhood and adjacent properties, and it can promote public health, safety and welfare by allowing a retailer or other business to provide goods or services to the public."

"Motion to approve the rezoning."

BUDGET IMPACT

$650 added to budget - rezoning fee.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Alt Consistency and Reasonableness Statement RZ 2024-3
2. RZ 2024-3 App

- Consistency and Reasonableness Statement for denial:

“Approval of this request is not reasonable and in the public interest because, although the amendment is consistent with the County’s Comprehensive Plan which contains a future land use map that aligns with the request by suggesting General Business zoning for this area (via the Commercial Corridor Node), there is evidence that the rezoning would negatively impact the surrounding neighborhood and adjacent properties, or public health, safety and welfare by _____.”

“Motion to deny the rezoning.”

Caldwell County
NORTH CAROLINA
Planning Department
2345 Morganton Blvd. Lenoir, NC 28645
www.caldwellcountync.org

REZONING APPLICATION

For questions about this application or approval process, please contact the Planning Department at 828.757.6855 or 828.426.8354 to schedule a pre-application meeting. The public will be notified of this request and invited to attend and/or participate in the Planning Board and County Commission meetings.

Submittal Checklist:

- [x] Application Form
- [ ] Application Fee ($650 – cash, check or credit card) (Make checks payable to Caldwell County)
- [ ] Site Plan (if applicable)
- [ ] Other Information Requested by the Planning Department: _____

Property Information:

Current Zoning District(s): RA-20 Requested Zoning District: GB

Current Use of the Property: Vacant Wooded

Property Address (location): _____

NCPIN: 2755026746 Deed Book: 2049 Page: 1556

Contact Information:

Raymond Dollar	same
Applicant Name	Property Owner Name
PO Box 1662	same
Applicant Street Address	Property Owner Street Address
Rutherford College NC 28671	same
City State Zip	City State Zip
	828-757-1616
Applicant Contact Phone Number(s)	Property Owner Contact Phone Number(s)
Applicant E-Mail	Property Owner E-Mail
	Raymond N. Dollar
Applicant Signature	Property Owner Signature

I certify that I have full authority to act on behalf of the owner and that all of the information presented by me in this application is accurate to the best of my knowledge, information, and belief.

By signing, I authorize _____ (Applicant) as my representative to request the land development approval on the real property listed in this application, and give full and complete permission for the Applicant to act on my behalf.

OFFICIAL USE ONLY:

Date Received: _____ PB Meeting Date: _____ Comm Meeting Date: _____

Advertised On: _____ and _____ Property Posted: _____ Final Action: _____

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Animal Care Enforcement	Richard Gilliland

AGENDA ITEM # 10

Amendment to 2024-2025 Schedule of Fees for Animal Care Enforcement

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for ACE Schedule of Fees Amendment (1)

RESOLUTION

14-2024

RESOLUTION AMENDING FY 2024-2025
ANIMAL CARE AND ENFORCEMENT FEES

WHEREAS, by resolution, the Caldwell County Board of Commissioners can amend the County's schedule of fees adopted each fiscal year; and

WHEREAS, Caldwell County Animal Care Enforcement has request to amend its schedule of fees to include a new fee of $5.00 for digital ID tags.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners approves the requested amendments to be made to the Fiscal Year 2024-2025 Schedule of Fees.

Adopted this 12 day of August 2024.

_____
Randy T. Church, Chairman

_____
Abigail Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	Donald Duncan

AGENDA ITEM # 11

Capital Project Ordinance for Courthouse

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Project Ordinance and Budget Revision for Courthouse
2. Courthouse Memo

ESTABLISHMENT OF THE COURTHOUSE PHASE THREE PROJECT ORDINANCE

WHEREAS, the state of North Carolina has made funding available for this project.

WHEREAS, Caldwell County has a need for a new courthouse.

NOW, THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners that:

Section 1. The governing board hereby creates a project fund for the purpose of administering the Grant for phase three of design and construction of a new courthouse

Funding Sources:	
Other Grants	$10,000,000.00
Expenditures:	
Construction	$4,734,498.00
Design Fees	$5,265,502.00

Section 2. The fund will remain operational until completion of the project and the disbursement of all project funds.

Section 3. The project shall be effective August 12, 2024.

Adopted August 12, 2024.

ATTEST:

Abby Rich
Clerk to the Board

Randy Church
Chairman

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county received an additional $10,000,000 from the state for the new court house project. Previously the county received two grants for $5.5 million nad $1 million respectively. This budget revision approves the new $10 million to be spent on the new court house.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
43.9000.330000.10189	Other Grants	I	$	10,000,000.00
Total				**10,000,000.00**

Line Item #	Title	I/D		Amount
43.9000.459600.10189	Construction	I	$	4,734,498.00
43.9000.459702.10189	Design Fees	I	$	5,265,502.00
Total				**10,000,000.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			08/06/24		

Proposal for Architectural, Engineering, and Interior Design Services for the Caldwell County Courthouse Project

On September 12, 2022, after a request for qualifications (RFQ) process for architectural design services, Moseley Architects presented their professional qualifications, as well as their current and completed courthouse projects to the Caldwell County Board of Commissioners. Following the presentation, the Caldwell County Board of Commissioners voted and approved the County Manager to enter into a contract with Moseley Architects to conduct a needs assessment and provide survey services for the Courthouse.

Moseley Architects has completed the initial needs assessment and survey services for the Courthouse project which included the space needs, conceptual design, building assessment, site evaluation, boundary survey, topographic survey, and subsurface utility engineering.

Moseley Architects is now ready to proceed to the next phase of this project and has presented for proposal the architectural, engineering, and design services for the Caldwell County Courthouse Project which consists of the construction of an approximately 132,000 square foot Courthouse which will contain 66,000 square feet of finished office and courtroom space for the Clerk's office, District Attorney office, District and Superior courtrooms; 33,000 square feet for holding areas and lower-level secure parking, a sallyport; and 33,000 square feet of shell space for future expansion.

This phase of the project shall be delivered using Moseley Architects for the architectural portion with a hired Construction Manager at Risk (CMaR) for the construction. It will be constructed under a single, stipulated sum construction contract pursuant to solicited competitive bidding by the CMaR.

Moseley Architects proposal for Basic Services consists of normal architectural; structural engineering; mechanical (HVAC, plumbing, and fire protection) engineering; electrical engineering; and civil engineering services for the Schematic Design, Design Development, Construction Documents, Bidding, and Construction Phases as described herein and as defined in AIA Document B151-1997, Standard Form of Agreement Between Owner and Architect, with such amendments as may be agreeable to both Caldwell County and Moseley Architects.

Moseley Architects proposes a lump sum compensation for the services defined above. The lump sum cost of the services for each phase, including expenses for travel, communication, and reproduction of documents, is as follows.

Basic Services – Base Building	
Schematic Design	$709,538.00
Design Development	$946,050.00
Construction Documents	$1,655,588.00
Bidding Phase	$236,513.00
Construction Phase	$1,182,563.00
Subtotal Basic Services	**$4,730,252.00**

Additional Services

Parking Deck Design (SD, DD, CD, BN, and CA)	$330,000.00
Furniture Design and Procurement Services	$184,800.00
Record Drawings	$10,000.00
Warranty Period Assistance (Hourly not-to-exceed)	$10,000.00
Subtotal Additional Services	**$534,800.00**
Grand Total All Services	**$5,265,502.00**

The cost of the services is not tied to the construction cost. It is based on the level of effort and professional time required to provide the services. A detailed summary of services is included in the attached proposal

Timeline of the project is as follows:
Aug-2024 start.
10-01-2024 finish SD, CmaR on board, early estimate. All departments, users, powers to be have approved plans/ elevations.
1-01-2025 finish DD (submit DD to DOI), CMaR estimate.
- 1-02-2025 - CMaR – Start early site demo package GMP
- 3-01-2025 - CMaR – Submit GMP to Owner for early site demo package
- 4-01-2025 – County Approves Early Site package.
- 4-02-2025 – CMaR Starts Early site Demo package.

4-1-2025 Finish CD (submit to DOI), Final CmaR estimate.
6-1-2024, incorporate all Review comments, Final GMP Documents.
6-2-2025 Cmar Start GMP Process (4 weeks to get subs, 2 weeks to rebid any packages, 2 weeks to finalize and submit to Owner).
8-1-2025 CmaR submit GMP to County
9-1-2025, County Approves GMP
9-2-2025 – Start Construction, Early Site/ Demo package is completed.

18 months construction (add more to construction if needed)
3-01-2027 Construction Completed.
4-01-2027 Owner Furniture/ set up complete, Occupied.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	Donald Duncan

AGENDA ITEM # 12

Capital Project Ordinance for Communications Center

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Project Ordinance and Budget Revision for Communications Center

ESTABLISHMENT OF THE COMMUNICATIONS CENTER PHASE TWO PROJECT ORDINANCE

WHEREAS, the state of North Carolina has made funding available for this project.

WHEREAS, Caldwell County has a need to construct a new communications center.

NOW, THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners that:

Section 1. The governing board hereby creates a project fund for the purpose of administering the Grant for phase two of the construction of a new emergency communications center.

Funding Sources:	
Other Grants	$14,573,000.00
Expenditures:	
Construction	$14,573,000.00

Section 2. The fund will remain operational until completion of the project and the disbursement of all project funds.

Section 3. The project shall be effective August 12, 2024.

Adopted August 12, 2024.

ATTEST:

Abby Rich
Clerk to the Board

Randy Church
Chairman

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county received another round of state funds for the new communications center captial project. This round totals $14,573,000. The first round totaled $8,500,000. The county now has $23,073,000 in grants for this project. This budget revision appropriates the new funding in a new capital project to be used for the construction of this new facility.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D	Amount
43.9000.330000.10190	Other Grants	I	$ 14,573,000.00
Total			**14,573,000.00**

Line Item #	Title	I/D	Amount
43.9000.459600.10190	Construction	I	$ 14,573,000.00
Total			**14,573,000.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			08/06/24		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Finance	Donald Duncan

AGENDA ITEM # 13

Approval of Capital Outlay Loan

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Approving Resolution - County of Caldwell, NC Installment Financing (Equipment Vehicles) - 2024 (1)
2. Capital Outlay List 2024

RESOLUTION OF THE COUNTY OF CALDWELL, NORTH CAROLINA APPROVING AN INSTALLMENT FINANCING AGREEMENT TO FINANCE VEHICLES AND EQUIPMENT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Caldwell, North Carolina (the "*County*") is a political subdivision validly existing under the constitution, statutes and laws of the State of North Carolina (the "*State*");

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Board of Commissioners of the County (the "*Board of Commissioners*") has determined that it is in the best interest of the County to enter into an installment financing (the "*Agreement*") with Banc of America Public Capital Corp (the "*Lender*") in accordance with its proposal dated July 22, 2024 in order to obtain funds to pay the costs of the acquisition and installation of vehicles and equipment (collectively, the "*Projects*"), and to put a security interest in all or a portion of the Projects in favor of the Lender in order to provide security for the County's obligations under the Agreement;

WHEREAS, the County will enter into the Agreement in an aggregate principal amount of not to exceed $1,969,000;

WHEREAS, there has been made available to the Board of Commissioners in the office of the County's Finance Officer the form of the Agreement which the County proposes to approve, enter into and deliver, as applicable, to effectuate the proposed financing at an interest rate as specified in the Agreement and in the bid summary provided to the Board of Commissioners; and

WHEREAS, it appears that the Agreement is in appropriate form and is an appropriate instrument for the purposes intended;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF CALDWELL, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Ratification of Prior Actions.*** All actions of the County Manager, the County Attorney, the Finance Officer and the Clerk to the Board of Commissioners and their respective designees in effectuating the proposed financing are approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Agreement.

Section 2. ***Approval, Authorization and Execution of Agreement.*** The Board of Commissioners approves the Projects in accordance with the terms of the Agreement, which will be a valid, legal and binding obligation of the County in accordance with its terms. The Board of Commissioners approves the amount advanced by the Lender to the County pursuant to the Agreement in an aggregate principal amount not to exceed $1,969,000 at an annual interest rate (in the absence of default or change in tax status) shall not exceed 3.9384%, and the financing term shall not exceed five (5) years from closing. The form, terms and content of the Agreement are in all respects authorized, approved and confirmed. The County Manager, the County Attorney, the Finance Officer and the Clerk to the Board of Commissioners, or their respective designees (the "*Authorized Officers*"), are authorized, empowered and directed to execute and deliver the Agreement for and on behalf of the County, including necessary counterparts, in substantially the form made available to the Board of Commissioners, but with

such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the approval of the Board of Commissioners of any and all such changes, modifications, additions or deletions. From and after the execution and delivery of the Agreement, each Authorized Officer is authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

Section 3. ***Further Actions.*** Each Authorized Officer is designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Agreement. The Authorized Officers are authorized and directed to proceed with the Projects in accordance with the terms of the Agreement, and to seek opinions on matters of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated under this Resolution as required by law. The Authorized Officers are authorized to designate one or more employees of the County to take all actions which they are authorized to perform under this Resolution, and each is in all respects authorized on behalf of the County to supply all information pertaining to the transactions contemplated by the Agreement. The Authorized Officers are authorized to execute and deliver for and on behalf of the County any and all additional certificates, documents, opinions or other papers and perform all other acts as may be required by the Agreement or as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 4. ***Reimbursement.*** The County intends that the adoption of this resolution will be a declaration of the County's official intent to reimburse expenditures for the Projects that are to be financed from the proceeds of the Lender financing described above. The County intends that funds that have been advanced, or that may be advanced, from the County's general fund or any other County fund related to the Projects, for project costs may be reimbursed from the financing proceeds.

Section 5. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 6. ***Repealer.*** All motions, orders, resolutions, ordinances and parts thereof in conflict herewith are repealed.

Section 7. ***Effective Date.*** This Resolution is effective on the date of its adoption.

PASSED, ADOPTED AND APPROVED this 12th day of August, 2024.

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF CALDWELL)

I, ABIGAIL I. RICH, Clerk to the Board of Commissioners of the County of Caldwell, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled "**RESOLUTION OF THE COUNTY OF CALDWELL, NORTH CAROLINA APPROVING AN INSTALLMENT FINANCING AGREEMENT TO FINANCE VEHICLES AND EQUIPMENT AND DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**" adopted by the Board of Commissioners of the County of Caldwell, North Carolina at a meeting held on the 12th day of August, 2024.

WITNESS my hand and the corporate seal of the County of Caldwell, North Carolina, this the ___ day of _____, 2024.

_____
Abigail I. Rich
Clerk to the Board of Commissioners
County of Caldwell, North Carolina

Caldwell County, General Fund
Capital Outlay Requests
FY 2024-2025

109000	451000	4160 EQUIPMENT	110,000.00	Request to replace batteries, UPS devices, and Network Switches, Windows Server Licenses, Watchguard Firewall Replacements & Access Points
109000	451000	4260 EQUIPMENT	26,162.00	Tractor
109000	451000	4316 EQUIPMENT	40,935.00	SWAT Team Robots
109000	451000	4318 EQUIPMENT	8,544.00	3 Night Vision
109000	451001	4318 VEHICLES	587,598.00	8 marked patrol vehicles 2 with K9 cages
109000	451000	4600 EQUIPMENT	38,700.00	Fire walls, Lucas Machine, RIT pack
109000	451001	4600 VEHICLES	664,624.00	2 remount ambulance and 2 QRV
109000	451001	4960 VEHICLES	56,684.00	1 truck F150
109000	451001	5310 VEHICLES	75,000.00	2 MiniVans
Total approved with base budget for FY 2024-2025			**$ 1,608,247.00**	
Late Additions				
109000	451001	4600 Vehicles	118,583.00	Upgrade Box from remount to new (remount approved last year , will roll purchase order for $163,600)
109000	451000	4600 Equipment	38,750.00	Powerload for Box shown above
109000	451001	4318 Vehicles	180,000.00	Patrol Vehicles for the Sheriff's Office (includes replacement for Sheriff's car)
109100	419601	Loan Closing Fees	23,420.00	
Total additions approved August 12, 2024			**360,753.00**	
TOTAL BORROWING			**1,969,000.00**	

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Sheriff's Office	

AGENDA ITEM # 14

doTerra Grant

BACKGROUND

doTerra Essential Oils looks for sponsorship with community organizations to make an impact in our community. This grant I am applying for will purchase a 6 Bay Pin Code Charging Evidence Locker for the Investigations Division.

RECOMMENDED MOTION

Approval to submit.

BUDGET IMPACT

This is a no-match grant, so there will be no budget impact on the county.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Emergency Services	

AGENDA ITEM # 15

Upgrading Ambulance Remount to New Unit

BACKGROUND

This revision upgrades the previously approved remount ambulance to a new unit. The increased cost is funded by the upcoming capital outlay loan.

RECOMMENDED MOTION

Approve budget revision

BUDGET IMPACT

Funded by capital outlay loan

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Ambulance Remount Budget Revision

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county previously approved remounting an ambulance box. Due to unforeseen circumstances the county does not have a donor box available for the remount. This budget revision adds additional funds to allow for the purchase of a new box rather than remounting an old one. This will increase the cost by $118,583. This also includes funding for a new power load which costs $38,750. This revision also adds $180,000 in funding to purchase additional patrol units for the sheriff's office. Also included are $23,420 in legal fees and loan issuance costs. The additional costs will be funded by adding it to the planned capital outlay loan. The total amount of the new loan will be $1,969,000.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.390000	Installment Financing	I	$	360,753.00
Total				**360,753.00**

Line Item #	Title	I/D		Amount
10.9000.451001.4600	Vehicles	I	$	118,583.00
10.9000.451000.4600	Equipment	I	$	38,750.00
10.9000.451001.4318	Vehicles	I	$	180,000.00
10.9100.419601	Loan Closing Fees	I	$	23,420.00
Total				**360,753.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			07/31/24		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Health	

AGENDA ITEM # 16

Health Department- Agreement Addendas for Communicable Disease Pandemic Recovery

BACKGROUND

These two buddget revisions allow additional flow through money to be part of the health department's budget. They are the results of Agreement Addendas.

RECOMMENDED MOTION

Approve Budget Revisions

BUDGET IMPACT

100% flow through money with no local match.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Health Budget Revisions

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 546 Communicable Disease Pandemic Recovery

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $61,028. This acitivity provides funds for local health departments to expands communicable diesease surveillance, detection, control, and prevention activities to address COVID-19 and other communicable disease-related challenges imapced by the COVID-19 pandemic.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5116.330000	Clinic-Other Grants	61,028.00	10.5116.426000	Supplies	61,028.00
Total		**61,028.00**	**Total**		**61,028.00**

Attachments (Yes or No):

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Cook	7/15/24		7/15/24		

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 719 Bridge Access Program for COVID-19 Vaccines

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $73,546. This Agreement Addendum provides operational support to the Local Health Department to improve COVID-19 vaccine access for uninsured and underinsured adults through the CDC Bridge Access Program.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5116.33000.10192	Bridge Access	73,546.00	10.5116.429000.10192	Bridge Access	73,546.00
Total		**73,546.00**	**Total**		**73,546.00**

Attachments (Yes or No):

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Cook	7/15/24		7/15/24		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Health	

AGENDA ITEM # 17

Health Department- Agreement Addenda for Public Health

BACKGROUND

This revision allows another $100,000 of flow through money in the health department budget. It relates to another agreement addenda.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

All flow through money with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Health Budget Revision

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 121 ARPA TSF Public Health Services

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $100,000. This Agreement Addendum further enhances the abilitly of local health departments to deliver the essential services and core functions of publlic helath to address the specific health needs or health status indicators selected by the health department.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5110.330000.10194	PH Services	100,000.00	10.5110.429000.10194	PH Services	100,000.00
Total		**100,000.00**	**Total**		**100,000.00**

Attachments (Yes or No):
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Cook	7/17/24		7/17/24		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Health	

AGENDA ITEM # 18

Health Department- Upstream Grant Funding

BACKGROUND

The health department has been awarded a grant from Upstream. This revision allows them to accept the funds and spend them.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Health Budget Revisions Upstream Grant

Budget Revision # _____
Item No. _____
Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: UPSTREAM

Background and explanation for the Budget Revision:

Caldwell County Health Department received a private payment of 13,500 from UPSTREAM. This payment may be used to enhance the clinical services and important milestones set forth by UPSTREAM.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5116.330000.10197	Upstream	13,500.00	10.5116.429000.10197	Upstream	13,500.00
Total		**13,500.00**	**Total**		**13,500.00**

Attachments (Yes or No):
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Cook	7/23/24		7/23/24		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Health	

AGENDA ITEM # 19

Health Department- COVID-19 Funds

BACKGROUND

Budget Revision allows additional COVID-19 funds to flow through the health department's budget.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds with no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Health Budget Revisions 4

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: COVID19 716 Vaccination Program

Background and explanation for the Budget Revision:

Caldwell County Health Department received an Agreement Addenda in the amount of $228,183 as part of the Coronavirus Response and Relief Supplemental Appropriations Act of 2021. This funding will be used to assist the health department with coronavirus vaccine activities to support distribtuion, access, and vaccine coverage. Specifically, the supplement funding will ber used to ensure greater equity and access to the COVID-19 vaccine by those affected by COVID-19.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)			**Expenditures: Increase / Decrease (Circle One)**		
Line Item #	Title	Amount	Line Item #	Title	Amount
10.5116.330000	Clinic-Other Grants	322,532.00	10.5116.426000	Supplies	322,532.00
Total		**322,532.00**	**Total**		**322,532.00**

Attachments (Yes or No):

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
Anna Cook	7/30/24				

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 20

Gamewell Fire Tax Exemption Application

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Exemption Application for Gamewell Fire

Form AV-10
Web 3-20

APPLICATION FOR PROPERTY TAX EXEMPTION OR EXCLUSION

County: Caldwell Municipality: _____ Application for Tax Year: _____

Full Name of Owner(s): Gamewell Volunteer Fire Department

Trade Name of Business: _____

Mailing Address of Owner: 2806 Morganton Blvd Lenoir NC 28645

Phone: 758-2581 Cell: 217-1870 Email: gamewellfire@gmail.com

List the property identification numbers and addresses/locations for the properties included in this application. (Attach list if needed.)

Property ID #: 06260-1-90 Address/Location: 3333 Playmore Beach Rd Lenoir NC

Property ID #: _____ Address/Location: _____

Property ID #: _____ Address/Location: _____

Non-Deferment Exemptions and Exclusions: Select or annotate the exemption or exclusion for which this application is made. These exemptions or exclusions do not result in the creation of deferred taxes. However, taxes for prior years of exemption or exclusion may be recoverable if it is later determined that the property did not qualify for exemption or exclusion for those prior years.

☐ G.S. 105-275(8)	Pollution abatement/recycling	☐ G.S. 105-278.5	Religious educational assemblies
☐ G.S. 105-275(17)	Veterans organizations	☐ G.S. 105-278.6	Home for the aged, sick, or infirm
☐ G.S. 105-275(18),(19)	Lodges, fraternal & civic purposes	☐ G.S. 105-278.6	Low- or moderate-income housing
☐ G.S. 105-275(20)	Goodwill Industries	☐ G.S. 105-278.6	YMCA, SPCA, VFD, orphanage
☐ G.S. 105-275(45)	Solar energy electric system	☐ G.S. 105-278.6A	CCRC-Attach Form AV-11
☐ G.S. 105-275(46)	Charter school property	☐ G.S. 105-278.7	Other charitable, educational, etc.
☐ G.S. 105-277.13	Brownfields-Attach brownfields agreement	☐ G.S. 105-278.8	Charitable hospital purposes
☐ G.S. 105-278.3	Religious purposes	☐ G.S. 131A-21	Medical Care Commission bonds
☐ G.S. 105-278.4	Educational purposes (institutional)	☑ Other: _____	

Tax Deferment Programs: Select the tax deferment program for which this application is made. ** These programs will result in the creation of deferred taxes that will become immediately due and payable, *with interest*, when the property loses eligibility. The number of years for which deferred taxes will become due and payable varies by program. Read the applicable statutes carefully. **

☐ G.S. 105-275(12)	Nonprofit corporation or association organized to receive and administer lands for conservation purposes
☐ G.S. 105-275(29a)	Historic district property held as a future site of a historic structure
☐ G.S. 105-277.14	Working waterfront property
☐ G.S. 105-277.15A	Site infrastructure land
☐ G.S. 105-278	Historic property-Attach copy of the local ordinance designating property as historic property or landmark.
☐ G.S. 105-278.6(e)	Nonprofit property held as a future site of low- or moderate-income housing

Describe the property: VACANT LOT

Describe how you are using the property: (If another organization is using the property, give their name, how they are using the property, and any income you receive from their use) POSSIBLE FUTURE EXPANSION

Affirmation: I, the undersigned, declare under penalties of law that this application and any attachments are true and correct to the best of my knowledge and belief. I have read the applicable exemption or exclusion statute. I fully understand that an ineligible transfer of the property or failure to meet the qualifications will result in the loss of eligibility. If applying for a tax deferment program, I fully understand that loss of eligibility will result in removal from the program and the immediate billing of deferred taxes.

Signature(s) of Owner(s): _____ Title: Asst Chief Date: 17 July 24

All tenants of a tenancy in common must sign. _____ Title: _____ Date: _____

_____ Title: _____ Date: _____

DO NOT submit this application to the NC Department of Revenue. Submit to the county assessor where the property is located.

OFFICE USE ONLY: [ ] APPROVED [ ] DENIED BY: _____ REASON FOR DENIAL: _____

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Planning	

AGENDA ITEM # 21

SUP 2024-1 Findings of Fact

BACKGROUND

Findings of Fact for SUP 2024-1

RECOMMENDED MOTION

Approval, consent agenda - per County Attorney

BUDGET IMPACT

$5,425 added to budget - cell tower and SUP fees.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Findings of Fact SUP 2024-1

Commissioners

Randy T. Church, Chairman
Michael W. LaBrose, Vice Chairman
Jeff Branch
Donnie Potter
Robbie Wilkie

Donald Duncan, County Manager

County of Caldwell

PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757- 1295
www.caldwellcountync.org

SPECIAL USE PERMIT

Caldwell County, North Carolina

Findings of Fact

SUP 2024-01

Owners: John Daniel Cassavaugh

The Caldwell County Board of Commissioners met in regular session on July 8, 2024 to consider an application for a Special Use Permit for a Wireless Telecommunications Facility filed by Jonathan L. Yates for TowerCom IV-B, LLC for a tower to be located on 3341 Clarks Chapel Road, Parcel ID 06-128-1-8.

Having heard all the evidence and arguments presented at the hearing, the Board makes the following Findings of Fact based upon substantial evidence presented.

Findings of Fact

1. The application was duly filed and complete. All materials required have been submitted to the Board and been reviewed or are pending. Applicant is aware that SUP will not be issued if all ordinance requirements are not met.
2. The application is for the construction of a 195' monopole-design communications tower to be located on a tract owned by John Daniel Cassavaugh.
3. Notice of the request was properly mailed to all adjoining property owners, and the public hearing was properly advertised.
4. At the public hearing, all witnesses were under oath and both sides were given opportunities to present evidence and to cross-examine witnesses. No parties appeared in opposition.
5. The Board finds that the application meets all of the standards in the Caldwell County Zoning Ordinance required for issuance of a Special Use Permit. This evidence was not overcome by other testimony and evidence presented at the hearing.
6. The Board finds that the tower will promote the public health, safety and general welfare of Caldwell County if located where proposed and operated according to

the plans as submitted because cell towers do not produce chemicals or other toxins that would threaten public health or ground water. The tower will be built according to all applicable building codes and electrical code standards.

7. The Board finds that the proposed tower will maintain or enhance the value of contiguous property.
8. There was no evidence before the board that a cell tower at this location will prevent uses allowed on adjoining properties from occurring in their normal course, nor was there evidence that the construction of a cell tower at this location would impede the normal development and improvement of surrounding properties for all allowed uses.
9. The Board finds that the tower would be in compliance with the general plans for the development of the county as embodied in the Zoning Ordinance regulations and the Comprehensive Plan.
10. Based upon the foregoing Findings of Fact, the Board makes the following Conclusions of Law:

Conclusions of Law

1. The Applicant has presented competent, material and substantial evidence that their application complies with all standards and requirements in the Caldwell County Zoning Ordinance required for issuance of a Special Use Permit to construct a wireless telecommunications facility.
2. TowerCom IV-B LLC, based upon these findings, is entitled to a Special Use Permit and its application is therefore approved.

Now, therefore, it is ordered that the Special Use Permit be and the same is hereby issued to the Applicant. Ordered this __ day of _____, 2024 and signed and filed after adoption by the Board on the ___day of ____, 2024.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 22

Wilson Creek Legal Fees

BACKGROUND

This budget revision approriates an additional $20,000 for legal fees so the County can continue its push for improvements to the Wilson Creek Area. Safety and Sanitation remain top goals.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Fund Balance Appropriation

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Wilson Creek Legal Fees

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision appropriates an additional $20,000 for the legal fees so the county can continue to push for changes at Wilson Creek to improve safety and sanitation.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance App	I	$	20,000.00
Total				**20,000.00**

Line Item #	Title	I/D		Amount
10.6234.419900	Legal Fees	I	$	20,000.00
Total				**20,000.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			07/25/24		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Finance	

AGENDA ITEM # 23

Purchase Order Rollover from Fiscal Year 23-24

BACKGROUND

This budget revision rolls over all open purchase orders in annually budgeted funds from fiscal year 2023-2024 to 2024-2025.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

All funds were previously approved, this action only rolls them into the new fiscal year.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Purchase Order Rollover

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision rolls over all open purchase orders that remain at the end of fiscal year 2023-2024. These are all items or services that have been ordered from vendors using funds previously approved by the board that were not able to be spent by the end of the fiscal year. This action rolls them over to the new fiscal year 2024-2025. Please see attached list of purchase orders being rolled over.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance App	I	$	1,090,446.55
45.4650.397000	Fund Balance App	I	$	25,579.98
60.3000.397000	Fund Balance App	I	$	112,514.10
Total				**1,228,540.63**

Line Item #	Title	I/D	Amount
104110.444100.	Contractual		7,424.00
104141.444100.	Contractual		88,896.00
104170.444100.	Contractual		19,658.40
104190.431200.	Training		25,557.11
104316.421300.	Bulletproof Vests		16,678.22
104316.421400.	Protective Gear		4,030.95
104316.444100.	Contractual		360.00
104320.435300.	M&R Vehicles		4,002.00
104600.435200.	M&R Equipment		1,239.52
104600.435300.	M&R Vehicles		5,992.96
104600.444100.	Contractual		19,482.84
104603.444100.	Contractual		720.00
104970.419200.	Professional Fees		14,000.00
104970.419900.	Legal Fees		2,653.00
104970.432100.	Telephone		392.78
105110.432500.	Postage		1,802.34
105110.444100.	Contractual		2,921.82
105112.444100.	Contractual		4,300.00
105116.419200.	Professional Fees		2,859.67
105116.426000.	Supplies		1,455.93
105116.426100.	Medical Supplies		7,277.77
105200.421200.	Uniforms		1,316.00
106571.469303.5004	Forestry Service Truck		8,803.33
109000.451000.4160	Capital Outlay		102,375.00
109000.451000.4600	Capital Outlay		4,215.44
109000.451000.4603	Capital Outlay		49,985.34
109000.451001.4318	Capital Outlay		341,609.91
109000.451001.4600	Capital Outlay		275,469.00
109000.451001.5190	Capital Outlay		68,556.17
109000.452000.4316	Capital Outlay		6,411.05
454650.426100.	Medical Supplies		5,000.00
454650.435300.	M&R Vehicles		1,123.81
454650.444100.	Contractual		720.00
454650.451000.	Capital Outlay		2,111.97
454650.452000.	Non Capital Outlay		16,624.20
607120.424000.	Maintenance Supplies		7,396.30
607120.435300.	M&R Vehicles		1,719.72
607120.444100.	Contractual		103,398.08
Total			**1,228,540.63**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			07/30/24		

Account Number	Account Description	Fund Description	PO #	Vendor Name	PO Date	Open Amount	Item Description
104110.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2460056	GENERAL CODE, LLC	08/03/2023	7,424.00	GENERAL CODE - CODE HOSTING SERVI
104141.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2461311	PINER APPRAISAL, INC	04/05/2024	88,896.00	CONTRACT COMMERCIAL & INDUSTRIAL
104170.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2461013	ALL GLASS COMPANY	04/30/2024	11,658.40	GLASS STORE FRONT STYLE OPENING
104170.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2461019	STONEVILLE CUSTOM COUNTERTOPS	06/11/2024	8,000.00	GRANITE COUNTER TOPS, DELIVERY &
104190.431200.	TRAVEL & TRANING	GENERAL FUND	2460414	FOUNTAINWORKS, INC	02/09/2024	25,557.11	2024 LAMA EXPENSES CONTRACT TO BE
104316.421300.	BULLET PROOF VESTS	GENERAL FUND	2461368	LAWMEN'S SAFETY SUPPLY	04/12/2024	12,257.95	(12) BULLET PROOF VESTS
104316.421300.	BULLET PROOF VESTS	GENERAL FUND	2461373	LAWMEN'S SAFETY SUPPLY	04/19/2024	4,420.27	VESTS: MOORE, PHILYAW, BLAZER, &
104316.421400.	PROTECTIVE GEAR	GENERAL FUND	2461394	LAWMEN'S SAFETY SUPPLY	06/05/2024	4,030.95	DEFENSE TECHNOLOGY EQUIPMENT FOR
104316.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2461052	SUPERION. LLC	10/24/2023	360.00	ONE SOLUTION
104320.435300.	MAINT & REPAIR - VEHICLES	GENERAL FUND	2460471	GLOBAL PUBLIC SAFETY	07/10/2023	4,002.00	2 INTERIOR SPLIT FRONT LIGHT BARS
104600.435200.	MAINT & REPAIR EQUIPMENT	GENERAL FUND	2460735	STRYKER SALES, LLC	01/10/2024	1,239.52	MEDICAL SUPPLIES
104600.435300.	MAINT & REPAIR - VEHICLES	GENERAL FUND	2460576	FIRST CLASS EMERGENCY VEHICLE	08/03/2023	1,395.02	VEHICLE PARTS & REPAIRS.
104600.435300.	MAINT & REPAIR - VEHICLES	GENERAL FUND	2460748	FRIENDSHIP FORD OF LENOIR	09/15/2023	1,424.93	VEHICLE REPAIRS
104600.435300.	MAINT & REPAIR - VEHICLES	GENERAL FUND	2461245	REDEMPTION DIESEL PERFORMANCE	05/07/2024	3,173.01	REPAIR WORK ON EMS UNIT RA-1
104600.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2460716	EMS MANAGEMENT & CONSULTANTS	07/25/2023	14,029.84	EMS BILLING SERVICES
104600.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2461246	FIRST ARRIVING IO, INC.	05/14/2024	5,453.00	8 DIGITAL DASHBOARDS AND SET UP
104603.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2461052	SUPERION. LLC	10/24/2023	720.00	ONE SOLUTION
104970.419200.	PROFESSIONAL FEES	GENERAL FUND	2461209	WESTERN PIEDMONT COUNCIL	06/17/2024	14,000.00	CALDWELL COUNTY HOUSING PLAN IN P
104970.419900.	LEGAL FEES	GENERAL FUND	2461205	MAYNARD NEXSEN PC	06/05/2024	2,653.00	FORMATION OF NONPROFIT CORP LEGAL
104970.432100.	TELEPHONE	GENERAL FUND	2461196	B&L TELEPHONE	03/12/2024	392.78	TELEPHONE SYSTEM PURCHASE/INSTALL
105110.432500.	POSTAGE	GENERAL FUND	2461532	PURCHASE POWER	05/07/2024	1,802.34	POSTAGE FOR METER MACHINE
105110.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2459927	PITNEY BOWES GLOBAL FINANCIAL	07/12/2023	2,921.82	ANNUAL LEASE FOR POSTAGE MACHINE
105112.444100.	CONTRACTUAL EXPENSE	GENERAL FUND	2460857	MIRACLES HAPPEN	09/26/2023	4,300.00	MONTHLY ULTRASOUNDS
105116.419200.	PROFESSIONAL FEES	GENERAL FUND	2460911	LABORATORY CORP OF AMERICA HO	01/26/2024	2,859.67	MONTHLY LAB INVOICES
105116.426000.	SUPPLIES	GENERAL FUND	2461536	ULINE	05/14/2024	1,455.93	MASS DISPENSING SUPPLIES
105116.426100.	MEDICAL SUPPLIES	GENERAL FUND	2460874	MCKESSON MEDICAL SURGICAL	10/26/2023	2,406.40	COVID VACCINES
105116.426100.	MEDICAL SUPPLIES	GENERAL FUND	2460941	THERACOM LLC	04/10/2024	4,871.37	(9) NEXPLANON
105200.421200.	UNIFORMS	GENERAL FUND	2461477	READ'S UNIFORMS INC	05/21/2024	1,316.00	BALLISTIC VEST
106571.469303.5004	FORESTRY SERVICE	GENERAL FUND	2461627	MOTOROLA SOLUTIONS	06/05/2024	8,803.33	DUAL BAND MOBILE
109000.451000.4160	EQUIPMENT	GENERAL FUND	2461165	PROTECTIVE SECURITY SYSTEMS	06/13/2024	102,375.00	NOWMICRO SERVER VIGILANT S5000; 5
109000.451000.4600	EQUIPMENT	GENERAL FUND	2460747	STRYKER SALES, LLC	09/15/2023	4,215.44	LIFEPAK
109000.451000.4603	EQUIPMENT	GENERAL FUND	2461240	MOTOROLA SOLUTIONS	05/17/2024	49,985.34	MOTOROLA APX 8000 AND ACCESSORIES
109000.451001.4318	VEHICLES	GENERAL FUND	2458974	MOTOROLA SOLUTIONS	08/03/2023	7,882.05	4 - APX8500 ALL BAND MP RADIOS &
109000.451001.4318	VEHICLES	GENERAL FUND	2460006	GLOBAL PUBLIC SAFETY	01/12/2024	26,043.30	UPFITTING FOR FIVE (5) 2023 INTER
109000.451001.4318	VEHICLES	GENERAL FUND	2460487	O.C. WELCH FORD LINCOLN	08/07/2023	50,145.00	2023 F150 POLICE RESPONDER
109000.451001.4318	VEHICLES	GENERAL FUND	2460488	GLOBAL PUBLIC SAFETY	07/31/2023	12,510.80	CCSD: UPFIT FOR A 2023 FORD F-150
109000.451001.4318	VEHICLES	GENERAL FUND	2460526	GLOBAL PUBLIC SAFETY	10/06/2023	221,325.00	UPFIT FOR VEHICLES
109000.451001.4318	VEHICLES	GENERAL FUND	2461363	MOTOROLA SOLUTIONS	04/11/2024	7,476.76	RADIO FOR REPLACEMENT VEHICLE FOR
109000.451001.4318	VEHICLES	GENERAL FUND	2461364	GLOBAL PUBLIC SAFETY	04/15/2024	16,227.00	UPFIT FOR REPLACEMENT VEHICLE
109000.451001.4600	VEHICLES	GENERAL FUND	2459485	FRAZER LTD	08/07/2023	5,107.00	(1) TYPE 1, 14' AMBULANCE REMOUNT
109000.451001.4600	VEHICLES	GENERAL FUND	2460736	EXCEL TRUCK GROUP	08/23/2023	106,762.00	MZ 106 PLUS CONVENTIONAL CHASSIS
109000.451001.4600	VEHICLES	GENERAL FUND	2460745	FRAZER LTD	10/24/2023	163,600.00	FRAZER MODULE

Account Number	Account Description	Fund Description	PO #	Vendor Name	PO Date	Open Amount	Item Description
109000.451001.5190	VEHICLES	GENERAL FUND	451001	GENERAL RV REPAIR	08/23/2023	7,678.05	PARTS AND LABOR FOR TRUCKS
109000.451001.5190	VEHICLES	GENERAL FUND	2459832	GLOBAL PUBLIC SAFETY	09/11/2023	3,433.52	REMAINING UPFITS FROM PRIOR YEAR.
109000.451001.5190	VEHICLES	GENERAL FUND	2460754	PARKS FORD HENDERSONVILLE	10/23/2023	46,778.48	(2) 2024 F-150 4X4 SUPERCAB TRUCK
109000.451001.5190	VEHICLES	GENERAL FUND	2461628	GLOBAL PUBLIC SAFETY	05/31/2024	10,666.12	EMERGENCY EQUIPMENT FOR VEHICLES
109000.452000.4316	NON-CAPITALIZED EQUIPMENT	GENERAL FUND	2459735	LAWMEN'S SAFETY SUPPLY	08/03/2023	6,411.05	AMMUNITION & ACCESSORIES FOR MFF.
454650.426100.	MEDICAL SUPPLIES	OPIOID SETTLEMENT	2461231	BOUND TREE MEDICAL LLC	03/12/2024	5,000.00	MEDICATIONS & MEDICAL SUPPLIES
454650.435300.	MAINT & REPAIR - VEHICLES	OPIOID SETTLEMENT	2459996	D&S AUTOMOTIVE	01/08/2024	1,123.81	MAINTENANCE ON CP VEHICLE 2020 EX
454650.444100.	CONTRACTUAL EXPENSE	OPIOID SETTLEMENT	2461052	SUPERION. LLC	10/24/2023	720.00	ONE SOLUTION
454650.451000.	EQUIPMENT	OPIOID SETTLEMENT	2461580	BROOKS NETWORK SERVICES, LLC	06/26/2024	2,111.97	QRV RESTART EXPLORER
454650.452000.	NON-CAPITALIZED EQUIPMENT	OPIOID SETTLEMENT	2459999	RADIO COMMUNICATION COMPANY	03/27/2024	16,624.20	PORTABLE RADIOS
607120.424000.	MAINTENANCE SUPPLIES	WATER	2460689	FORTILINE, INC.	12/06/2023	751.25	WATER SERVICE SUPPLIES. THIS PO
607120.424000.	MAINTENANCE SUPPLIES	WATER	2461274	FORTILINE, INC.	05/08/2024	6,645.05	WATERLINE REPAIR SUPPLIES
607120.435300.	MAINT & REPAIR - VEHICLES	WATER	2460670	BOLICK TIRE LLC	08/23/2023	1,719.72	TIRES
607120.444100.	CONTRACTUAL EXPENSE	WATER	2459189	WITHERSRAVENEL INC	08/03/2023	12,000.00	RATE STUDY
607120.444100.	CONTRACTUAL EXPENSE	WATER	2460149	HART & HICKMAN, PC	08/03/2023	1,948.08	CORRECTIVE MEASURES STUDY FOR FOR
607120.444100.	CONTRACTUAL EXPENSE	WATER	2460667	WESTERN PIEDMONT COUNCIL	07/26/2023	62,500.00	WATERLINE MAPPING
607120.444100.	CONTRACTUAL EXPENSE	WATER	2461260	AVINEON	03/08/2024	26,950.00	GIS MIGRATION

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 24

Amendment to Council on Aging Bylaws

BACKGROUND

The Council on Aging is requesting to amend its meeting times from monthly to quarterly.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Council on Aging By-Laws July 25 2024

Caldwell County Council on Aging

By-Laws

Article I. Name

The name of this non-profit organization shall be

CALDWELL COUNTY COUNCIL ON AGING.

Article II. Mission

The mission of the Caldwell County Council on Aging is to serve as an advocate for senior citizens and organizations serving older adults in order to improve and promote the welfare of older adults in Caldwell County by:

1. bringing to public attention existing programs, services and activities.
2. being a means by which group consensus can be voiced and community efforts channeled in an organized way.
3. creating awareness of existing problems of the aging and then planning actions to correct these problems in the county.
4. actively promoting the development of programs of benefit to the aging in the areas of in-home services, transportation, housing assistance and repair, legal aid, education, volunteerism, health, mental health, social services and employment.
5. serving as a liaison between the older citizens of Caldwell County and the county commissioners by suggesting policy and making recommendations to the commissioners on the special needs of the elderly.

Article III. Structure and Organization of the Council

1. The Caldwell County Council on Aging is an entity established by the Board of Commissioners of the county.
2. The Council on Aging will consist of up to eighteen (18) members who support and are interested in furthering the mission and objectives of the council. At least two-thirds shall not be employed by any agency whose funds are allocated by the Council on Aging. Members employed by any agency receiving grants through Council on Aging will abstain from voting on any budgetary or financial matters.
3. Council members will serve three-year terms that will expire on the last day of the third calendar year or fill the remainder of an unexpired term. No member may serve more than one expired term and three full terms consecutively.

4. The Council will propose names to the County Board of Commissioners for appointment to the Council when the Council deems it necessary to fill vacancies.
5. Any Council member absent for three consecutive regular meetings without cause shall be removed from membership.
6. One more than half of the voting members shall constitute a quorum.
7. Frequency of Meetings
    a. Meetings will be quarterly, with at least four meetings held per year.
    b. At least one meeting per year will be open to the public to receive ideas, suggestions, and concerns. Persons needing to appear at this meeting need to have their name on the agenda.
    c. Special meetings may be called at any time by the chairman or by any four (4) members of the Council.
    d. Council members shall be notified of meetings at least five (5) days in advance of the meeting, except in the case of special meetings.

Article IV. General Powers

The Council on Aging will, periodically, set policies and state goals and objectives which will facilitate the accomplishments of the Mission (Article II) and which will serve as continuing guides to its activities and operations.

1. The Council will promote the development of programs to meet priority needs and seek resources to operate those programs.
2. The Council will, in consultation with agencies and other groups, do, or cause to be done, research leading to the definition and expression of needs of the elderly and the establishment of priorities in meeting those needs.
3. The Council will serve as an advisory group to the Caldwell County Commissioners for allocation of aging-related funds not allocated to a specific agency.

Article V. Officers

Section 1. Officers

The officers of the Caldwell County Council on Aging shall be Chairman, Vice-chairman, Secretary, Assistant Secretary, and such other officers as may be elected by the Council.

Section 2. Election and Terms of Office
The officers shall be elected by the Council on Aging at the October meeting and will begin their terms of office in January of the following year.

Section 3. Vacancies
A vacancy in any office may be filled for the unexpired portion of the term by a vote of the majority of Council members present.

Section 4. Chairman
The Chairman shall preside at all meetings of the Council on Aging. The chairman may sign, with any other officer of the Council authorized by the Council, any contracts or other instruments which the Council has authorized to be executed. In general, the Chairman shall perform all duties incident to the office and such other duties as may be assigned by the Council from time to time.

Section 5. Vice Chairman
In the absence of the Chairman, the Vice Chairman shall perform the duties of the Chairman and, when so doing, shall have the powers of the Chairman. Other duties may be assigned by the Council from time to time.

Section 6. Secretary
The Secretary shall keep a file of the Minutes of the Council on Aging, see that notices are sent out in accordance with these By-laws, and perform the usual duties of the secretary and any other duties assigned by the Council on Aging.

Section 7. Assistant Secretary
In the absence of the Secretary, the Assistant Secretary shall perform the duties of Secretary, and when so acting, shall have all the powers and be subject to all the restrictions upon the Secretary.

Article VI. Committees

A Home and Community Block Grant **Advisory Committee** composed of all non-provider members of the council shall be responsible for:

1. Planning and coordination in the development of the county funding plan.
2. Monitoring use of block grant expenditures by reviewing monthly reports on use of funds.
3. Recommendations to the County Commissioners concerning:
    a. services to be funded,
    b. amount of serviced allocation, and
    c. service provider designation.

A **Legislative Committee** will be named by the chairperson. This committee will be responsible for keeping the members informed of any legislation affecting senior citizens or the responsibilities of the council.

A **Nominating Committee** will be named by the chairperson each September and will present a slate of officers at the October meeting for the coming year. Officers will be elected at the October Council meeting and take office the following January.

The chairperson, upon recommendation of the Council members, will appoint **Ad Hoc Committees** for special tasks. Designated committee chairpersons will have the prerogative of naming specific Council members or representatives of other agencies to serve on the committees.

Article VII. Amendments to By-laws

By-laws may be amended by a proposal for change by any council member by submitting the proposal in writing to the Council. The proposed amendment may be voted on at the subsequent Council meeting after the meeting at which the amendment was submitted and discussed. The approved amendment(s) will then be submitted to the County Commission for its review and approval.

Revisions approved January 23, 2014
Revisions approved July 25, 2024
By the Caldwell Council on Aging

July 25, 2024 Revisions: Amend meeting schedule from monthly to quarterly. Article III, 7a.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Economic Development	

AGENDA ITEM # 25

Building Reuse Grant Application for Project Cola

BACKGROUND

Caldwell County Economic Development is currently working with the City of Lenoir to apply for a Building Reuse Grant to provide funds to assist in the development and implementation of “Project Cola”. The grant request will be $140,000.

The proposed project entails the relocation of a manufacturing company to Lenoir. The company would invest approximately $2 million in the purchase of the building and renovations and expects to create 18 full-time jobs over a two-year period with an expected average wage of $49,333.

NC Department of Commerce Building Reuse Grants require a 5% local government match. Staff request the approval of the 5% match, or $7,000, as an expenditure from the Sales-Tax Reinvestment Fund.

RECOMMENDED MOTION

I move to approve the $7,000 sales-tax expenditure as requested for use as the required local government match for Project Cola.

BUDGET IMPACT

$7,000

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 26

Reappointment of JCPC Members

BACKGROUND

Courtney Covey, Jonel Brock, Beth Hinshaw, Chad Lackey, Denise Fleming, and Ed Richards are all requesting reappointment to the JCPC.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 27

Reappointment of Members to the Voluntary Agricultural District

BACKGROUND

Chad Gragg, Olivia Ford, Ryan Higgs, and Stephen Watson are requesting reappointment to the Voluntary Agricultural District.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 28

Reappointment of Cyndi Akins to Regional Aging Advisory Committee

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Administration	

AGENDA ITEM # 29

Approval of Employee Agreement for Tax Administrator

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Employment Agreement for Tax Administrator

STATE OF NORTH CAROLINA

MODIFICATIONS TO
EMPLOYMENT AGREEMENT

COUNTY OF CALDWELL

THESE MODIFICATIONS TO EMPLOYMENT AGREEMENT ("these Modifications") are entered into this ____ day of August, 2024, by Caldwell County, a political subdivision of the State of North Carolina, hereinafter "County", and Joshua Zachary Angle, hereinafter "Angle".

WITNESSETH:

WHEREAS, by Employment Agreement dated June 13, 2022 ("the Agreement"), County appointed and employed Angle as County's Tax Administrator, to fulfill the duties of both "county assessor" and "tax collector" as provided by G.S. 105-294 and G.S. 105-349; and

WHEREAS, the parties agree to make certain modifications to the Agreement as set forth below:

NOW, THEREFORE, for good and valuable consideration, the parties hereby modify certain provisions of the Agreement as follows:

1. Section 2: Term is modified as follows: "The term of this Agreement shall be from July 1, 2024 through June 30, 2028."

2. Section 17 B is modified as follows: "The effective date of this Agreement is July 1, 2024."

All other provisions of the Agreement remain in full force and effect.

IN WITNESS THEREOF, the County has caused these Modifications to be signed and executed in its behalf by its Chairman and duly attested by its County Clerk, and Angle has signed and executed these Modifications, in duplicate, the day and year first written above.

CALDWELL COUNTY

BY: _____
Randy Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

BY: _____
Abigail Rich, County Clerk

_____
JOSHUA ZACHARY ANGLE

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Economic Development	

AGENDA ITEM # 30

Evergreene Authorizing Resolution & Budget Ordinance

BACKGROUND

The Appalachian Regional Commission announced in September 2023, the approval of a $513,425 grant for the county's Evergreene Industrial Park in Sawmills. The grant is to be used to extend water and sewer lines to the site that will eventually be home to the county's first industrial park. Staff now request the approval of an authorizing resolution to accept the grant and allow the county manager and other authorizing representatives to sign the necessary documents on behalf of the commissioners. Additionally, staff request the attached budget ordinance to accept the ARC grant, contribute our matching amount from the sales-tax reinvestment fund, and put it into the correct fund.

RECOMMENDED MOTION

I move to approve the Evergreene Authorizing Resolution and Budget Ordinance as presented.

BUDGET IMPACT

$513,425.00 from Sales Tax Reinvestment Fund

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Evergreene ARC Budget Ordinance 08122024
2. Evergreene ARC Authorizing Resolution 08122024

ARC NC 21410-2023
Evergreene Industrial Park Infrastructure
Caldwell County, North Carolina
Appalachian Regional Commission (ARC)

Grant Project Budget Ordinance

Be it ordained by the Board of Commissioners of Caldwell County, NC that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Construction project described in the Grant Agreement Number ARC NC 21410-2023 between this unit and the North Carolina Department of Commerce Rural Economic Development Division. This project is more familiarly known as the Evergreene Industrial Park Infrastructure Project.

Section 2. The County Manager, Donald Duncan, and any successors are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the North Carolina Department of Commerce, and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Appalachian Regional Commission	$513,425.00
Caldwell County	$513,425.00
Total	**$1,026,850.00**

Section 4. The following amounts are appropriated for the project:

Construction	$933,500.00
Contingencies	$93,350.00
Total	**$1,026,850.00**

Section 5. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the account to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report yearly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this grant preojct in every budget submission made to this board.

Section 9. Copies of this grant project ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 12th day of August 2024

CALDWELL COUNTY, NORTH CAROLINA

By: _____
Randy T. Church, Chairman
Caldwell County Board of Commissioners

By: _____
Abby Rich
Clerk to the Board

Caldwell County, North Carolina
Authorizing Resolution
Rural Economic Development Division
North Carolina Department of Commerce
Appalachian Regional Commission Program
ARC NC 21410-2023 Evergreene Industrial Park Infrastructure

WHEREAS, Resolution Authorizing the Execution of a Grant Agreement with the Appalachian Regional Commission (ARC) for a $513,425.00 Grant Award for the Evergreene Industrial Park Infrastructure Project

WHEREAS, Caldwell County has received notification from the Appalachian Regional Commission (ARC) that its application for grant funds for the Evergreene Industrial Park Infrastructure Project has been approved; and

WHEREAS, the Evergreene Industrial Park Infrastructure Project proposes to construct 3,700 linear feet of water lines which will extend from an existing line to the northeast of the site, 3,000 linear feet of sewer lines which will extend to the site from an existing line to the west, and a lift station; and

WHEREAS, the total project budget is $1,026,850.00, which includes the ARC grant award in the amount of $513,425.00 and a required cash match of $513,425.00 in county funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF CALDWELL COUNTY, NC:

That Caldwell County authorizes the grant match of $513,425.00 in county funds for the Evergreene Industrial Park Infrastructure Project; and

That the County Manager, Donald Duncan, and any successors are hereby authorized to furnish such information as the NC Department of Commerce, Rural Economic Development Division may request in connection with the Evergreene Industrial Park Infrastructure Project, to make the assurances as contained above, and to execute all other documents as may be required in connection with the grant; and

That Caldwell County has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this 12th day of August 2024.

CALDWELL COUNTY, NORTH CAROLINA

(SEAL)

By: _____
Randy T. Church, Chairman
Caldwell County Board of Commissioners

Certificate of Recording Officer

The undersigned duly qualified Clerk to the Board of Commissioners does hereby certify that the above resolution is a true and correct copy of the resolution authorizing the execution of a grant with the Appalachian Regional Commission, as adopted at a legally convened meeting of Caldwell County on the 12th day of August 2024 and, further, that such resolution will be fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of August 2024.

By: _____
Abby Rich
Clerk to the Board

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Sheriff's Office	

AGENDA ITEM # 31

Surplus Property- Service Weapon for Adam Minor

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Adam Minor Service Weapon

RESOLUTION

14-2024

AWARDING BADGE AND SERVICE WEAPON TO SHERIFF DEPUTY ADAM MINOR

WHEREAS, § 17F-20 provides that retiring members of county law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the County, and

WHEREAS, § 17F-20 further provides that the governing body of the county law enforcement agency may, in its discretion, for a fee, award the service weapon used by a law enforcement officer to the officer upon the member's retirement, and

WHEREAS, Deputy Minor served as member of the Caldwell County Sheriff's Office for 10 years and has retired effective July 31, 2024; and

NOW THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners, that the badge and service weapon worn and carried by Deputy Minor be awarded to him upon his retirement.

Adopted this the 12 day of August 2024.

_____

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____

Abby Rich, NCCCC
County Clerk

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
August 12, 2024	Sheriff's Office	

AGENDA ITEM # 32

Surplus Property- Service Weapon for Alan Jones

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Service Weapon to Sheriff Jones

RESOLUTION

15-2024

AWARDING BADGE AND SERVICE WEAPOIN TO RETIRING SHERIFF ALAN C. JONES

WHEREAS, § 17F-20 provides that retiring members of county law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the County, and

WHEREAS, § 17F-20 further provides that the governing body of the county law enforcement agency may, in its discretion, award the service weapon used by a law enforcement officer to the officer upon the member's retirement, and

WHEREAS, Sheriff Alan C. Jones served as member of the Caldwell County Sheriff's Office for 17 years and will retire effective August 29, 2024; and

NOW THEREFORE, BE IT RESOLVED by the Caldwell County Board of Commissioners, that the badge and service weapon worn and carried by Sheriff Alan C. Jones be awarded to him upon his retirement.

Adopted this the 12 day of August 2024.

_____

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____

Abby Rich, NCCCC
County Clerk

Caldwell County
North Carolina
Board of Commissioners Meeting

July 8, 2024 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Call to Order
Chairman Church called the July 8th, 2024, Board of Commissioners meeting to order at 6:02 PM.

Public Comment Period
There were no individuals signed up for public comment.

Invocation
Priest Ric Smith provided the invocation for those in attendance.

Pledge of Allegiance
Commissioner Robbie Wilkie led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
The County Manager informed the Board of three amendments to the agenda. The first was the removal of the original Item 1, a presentation from VAYA Health. The second was to swap Item 5 and Item 6. The third was the addition of a Firework Application for Cedar Rock to be the new Item 17.
Vice Chairman LaBrose made the motion to approve the agenda as the County Manager had presented.
The motion carried unanimously.

Agenda Items

1. **Naming of Unnamed Road- Gringer Lane**
   GIS Administrator Micah Kelly came to the podium to present the item for the naming of Gringer Lane. Chairman Church opened the public hearing and with there being no individuals signed up to speak, the public hearing was closed.

   Commissioner Branch made the motion to name the road Gringer Lane.
   The motion carried unanimously.

2. **2023 Tax Collectors Settlement and 2024 Charge to the Tax Collector**

Tax Administrator Josh Angle came to the podium to present. Mr. Angle provided the total outstanding 2023 real and personal property taxes is $1,122,269.67 This settlement is 2.36% of the original levy and leaves a collection rate of 97.64% for the 2023 tax bills. Mr. Angle requested this settlement to be accepted and for the 2023 taxes to be recharged to the tax collector. In addition, Mr. Angle, requested permission to collect the 2024 taxes.

Chairman Church made the motion to approve what the Tax Administrator had presented as Item 1, the collection of the 2023 taxes at $1,122,269.67 and the second request for the authorization to collect the 2024 taxes.
The motion carried unanimously.

3. Quasi-Judicial Hearing- Special Use Permit Request 2024-1

Chairman Church turned the meeting to County Attorney, David Lackey.

County Clerk, Abby Rich, swore in Frank Longest, Jonathan Yates, Robin Clement, and Danny Cassavaugh, and Shelley Stevens.

The County Attorney asked Ms. Stevens to begin by introducing herself and providing a background of her experience in land use planning law. Ms. Stevens provided that she has a brief experience in the private sector, about two years of experience with the Western Piedmont Council of Governments, and nine years of work with Caldwell County as the Planning Director. Ms. Stevens then provided that her degree is in Public Policy from the University of North Carolina at Chapel Hill and she has a Masters in Urban Planning from UIUC. To begin her presentation, Ms. Stevens told the Board the applicant is Jonathan Yates. He is an attorney working for TowerCom whom is working for Verizon. Ms. Stevens said the 35 acre site is owned by John Daniel Cassavaugh. The applicant would like to have a 10,000 sq. ft. leased area on the site, 100 feet by 100 feet, which is the standard for the industry. The site is located in southwestern Caldwell County at 3341 Clarks Chapel Rd. The site is wooded and has grass and a field. There are no structures on the property other than an unusable shed. The site also sits in the watershed protected area of the County, but it does not sit in a flood hazard area. The elevation of the site is 1,258 feet. The zoning for the property is RA-20 and the surrounding properties are zoned the same. Ms. Stevens showed the Comprehensive Plan future land use map and the Comprehensive Plan does include cell towers as a possible land use in this area. Ms. Stevens noted that cell towers are legally allowed in every zoning district of our zoning ordinance with a special use permit. Ms. Stevens showed a photo that indicated where the cell tower would be on the property. The property will have a 30 foot utility easement that leads to the site from Clark's Chapel Rd and there will be 12 feet of gravel in this easement that would be maintained. The applicant has already applied for and received the NCDOT permit as required. The permit referenced by Ms. Stevens is for the entrance to the site. Ms. Stevens continued by stating that this request is for a 195-foot tower, in a monopole style, and there would be room for 3 co-locators below Verizon. Ms. Stevens also said the applicant would buffer the tower as required by the zoning ordinance. Ms. Stevens told the Board that it is her professional opinion that the applicant has met all the requirements for the zoning ordinance at this time and noted that the applicant would have to meet any conditions that are added at this meeting by the Board of Commissioners. Ms. Stevens indicated that prior to the Planning Board meeting the applicant had items that needed to be added to their application and the applicant revised their application to include these. These items were reviewed by Ms. Stevens and the County Attorney for accuracy and compliance with the zoning ordinance, and these items did meet

the requirements of the zoning ordinance. These items related to the maintenance and removal agreement, the maintenance and removal language, and the lease in the bond. Ms. Stevens also provided that the applicants were asked to use one address for better clarity. Continuing with her testimony, Ms. Stevens told the Board that a neighbor of the sight asked for the property to be resurveyed. This survey was completed and the surveyor of the applicant and neighbor came to an agreeance on a slightly different property line 18 feet from the original property line. It was noted that this was the northern property line only. Ms. Stevens told the Board that the tower itself would move 21 feet south and Ms. Stevens and the County Attorney did review these changes and they do not relate to the zoning ordinance requirements and therefore it is okay for the applicant to move forward in the process. Ms. Stevens then showed the Board photographs of the proposed tower site and noted the landscape of the property. The next image shown was a rendition of the tower itself and Ms. Stevens provided information about the buffer surrounding the tower. Ms. Stevens told the Board that the Planning Board's recommendation is approval contingent upon receipt of completed and correct required documents. These documents have been submitted and are complete and correct. The County Attorney asked Mr. Yates and the members of the Board if they had any questions for Ms. Stevens. Neither the Board nor Mr. Yates had any questions.

Mr. Longest, having been sworn in by the County Clerk, came to the podium. The County Attorney asked that he identify himself. Mr. Frank Longest introduced himself and told the Board he is a North Carolina licensed attorney and his firm acts as North Carolina Council for the applicant. Mr. Longest indicated that he was present for two purposes. The first of these being that this is a quasi-judicial hearing and he is here in the event the applicant needs assistance. The second of these being to introduce Jonathan Yates, an attorney from Charleston, South Carolina. Mr. Yates is the attorney for the applicant and Mr. Longest noted that Mr. Yates has done hundreds of cell phone tower locations and special use permits in Virginia, North Carolina, South Carolina, and Georgia. As a side note, Mr. Longest told the Board that it is always a pleasure to travel on Highway 18 and see the beauty of the area. The County Attorney asked if any members of the Board had any questions for Mr. Longest. There were no questions for Mr. Longest.

Mr. Yates, having been sworn in by the County Clerk, came to the podium. Mr. Yates started by saying that he has been doing this work since the mid-90s and he has worked with a lot of jurisdictions. Mr. Yates noted that Ms. Stevens is incredible and he wanted to highlight her professionalism and also said you cannot sneak anything by her. He continued by saying that Ms. Stevens has professionalism, friendliness, and a depth of knowledge that makes his job easier. Mr. Yates thanked Ms. Stevens. Mr. Yates said that with him was Robin Clement of TowerCom and Danny Cassavaugh the landowner. Mr. Yates told the Board that they have seen this property before. In 2018 the company came and got a smaller tower at 110 feet approved and never built it. Mr. Yates noted that Mr. Cassavaugh said at the previous meeting when the first tower was approved, one of the commissioners had said they would approve the tower but asked if they could make the tower taller. Mr. Yates provided a background on the property saying that Mr. Cassavaugh bought the property in 2016 from Jack and Joann Price. The property is about 35 acres and Mr. Cassavaugh cuts hay from the front 12 acres. The tower will be on the back of the property in the 8 acre open field and the remaining 15 acres are trees. Mr. Yates said this is a perfect tower site and they are able to achieve an approximate 984 foot setback from the neighboring property. Mr. Yates told the Board that the tower would be a monopole that will be put up for Verizon, but is designed not only for Verizon but also for at least three additional broadband carriers. They are hopeful that others will follow Verizon to the area. There will be the tower itself, a 60 foot by 60 foot compound on the ground for all of Verizon's equipment and any potential co-locator equipment.

Surrounding the compound will be an 8 foot fence with privacy slats and on top of the fence there will be three strands of barbed wires and anti-climate device. Two rows of Leland Cyprus will also surround the compound. Mr. Yates said that if approved, it will take approximately 45 to 60 days to assemble. Much of this time is the foundation setting and then the tower can be constructed. Mr. Yates said Verizon will come out about once a month. This will be a singular truck and should not create any additional traffic on Clark's Chapel Rd. Mr. Yates told the Board that another important finding is that the FAA has reviewed this facility and it's located about 2.7 miles from Foothills Regional Airport. The FAA had two important findings. They found that there would be no hazard to air navigation and it does not have to be illuminated. Mr. Yates said if this is approved there will be a facility that does not create any noise, odor, lights, vibration, fumes, or glare. Mr. Yates said for the individuals that are in this area, the tower improves wireless voice, broadband, and 911 communications. Mr. Yates said they are hopeful that other carriers will follow Verizon.

The County Attorney asked a clarifying question to Mr. Yates. The County Attorney said that Mr. Yates was listed as the applicant as attorney for TowerCom. He asked Mr. Yates what the precise name of the entity to which the permit should be issued. Mr. Yates provided that this name is TowerCom I-B, LLC. The next question of the County Attorney was which state this LLC was organized in. The answer given was Delaware. The County Attorney asked if the Board issues the permit, if this company should be the permitee. The answer to this was yes. The County Attorney asked the Board if there were any questions for Mr. Yates or anyone that he brought with him. There were no questions from the Board.

Chairman Church closed the public hearing. Mr. Longest requested that the application presented and being approved and all of the exhibits be incorporated as part of the record. The Chairman said the Board would allow this in as part of the evidence as well as the testimony received.

Commissioner Potter made the motion to approve the special use permit request for the cell tower that's been presented.

Chairman Church thanked the group for following up and coming back to Caldwell County.

The motion carried unanimously.

4. Second Reading- Franchise Agreement with Miller Ambulance Services

The County Manager provided brief background information and informed the Board this would be a 3-year contract with Miller Ambulance Services.
Chairman Church asked if there were any questions. Commissioner Potter asked if Miller Ambulance Services would be taking over hospice transports with this agreement. It was clarified that they would not at this time. Commissioner Potter asked if this service would require a separate contract. The County Manager provided that it will.

Commissioner Potter made the motion to approve the franchise agreement with Miller Ambulance Services.
The motion carried unanimously.

5. Second Reading- Emergency Medical Services Ordinance Amendment

The County Manager provided a brief background outlining the amendments made to the Emergency Medical Services Ordinance.
Commissioner Wilkie made the motion to adopt the Emergency Medical Services Ordinance amendment.
The motion carried unanimously.

6. Second Reading- Racetrack and Dragstrips Ordinance Amendment

The County Manager provided a brief overview of the amendment to the Racetrack and Dragstrips Ordinance, noting that this amendment has a set term to last through the end of the track year in December 2024. Commissioner Potter said he met NASCAR driver Kevin Harvick a few weeks ago, and he was appreciative of the Board's efforts to provide more time and asked for those sentiments to be expressed to the Board.
Commissioner Branch made the motion to recommend the approval of the Racetrack and Dragstrips Ordinance amendment.
The motion passed by a vote of 4 to 1 with Commissioner Wilkie voting in opposition.

7. Approval of Nomination of Kevin Bean for Office of County Sheriff

Chairman Church provided that with the upcoming retirement of Sheriff Alan Jones, the Caldwell County Republican Party has nominated Chief Deputy, Kevin Bean, to be Caldwell County Sheriff for the remainder of the term after the retirement of Sheriff Jones. The County Manager said there is a requirement for the Board of Commissioners to receive a disclosure statement of any criminal records that may exist for the potential candidate. The County Manager read from the disclosure statement provided to the Board that Kevin Bean has had a criminal background check and there are no convictions on his record.

Chairman Church made the motion to approve the nomination of Kevin Bean for the Office of Caldwell County Sheriff to be effective upon his swearing in on August 30th. Chairman Church also noted that he appreciates that there is continuity in the Sheriff's Office to allow for an easy transition. The County Manager asked for Chairman Church to include in his motion that the Board has received the disclosure statement.

Chairman Church amended his motion to include that the Commissioners have received the disclosure statement as required by North Carolina General Statute.
All of the Board members provided words of appreciation for Sheriff Jones' service to Caldwell County.

The motion carried unanimously.

Chief Deputy Kevin Bean came up to the podium and thanked the Board for their vote of trust. He continued by saying he is dedicated to the protection of the citizens of Caldwell County and the protection of their property. Chief Deputy Bean said he looks forward to serving the citizens and noted that he wants to be the peoples' friend.

Sheriff Jones came to the podium to thank the Board. He said he appreciates the friendship and the support given to the Sheriff's Office.
Commissioner Branch noted that the Board has always wanted to be sure the Sheriff's Office was funded to the best of the County's ability.

8. America 250 NC Committee

Waste Management Education Specialist Mallory Keller came to the podium. Ms. Keller told the Board that the County did receive the America 250 NC grant that was applied for. Ms. Keller then read the resolution to the Board and those in attendance.

Commissioner Potter made the motion to approve the resolution.
The motion carried unanimously.

Consent

9. Opioid Settlement for Kroger
This resolution authorizes staff to execute all necessary agreements for this settlement.

10. Golden LEAF Grant - Foothills Regional Airport
Economic Development applied for a Golden LEAF Grant for Foothills Regional Airport. The local grant match is $14,500 for a $50,000 grant and will be funded by the sales tax revenue from Economic Development.

11. Lease Agreement for Industrial Property
The County is requesting to lease an industrial property.

12. Appointment of Reuben Chandler and Karen Cannon to Board of Health
Reuben Chandler and Karen Cannon are requesting appointment to the Board of Health.

13. Reappointment of Wayne Rash to Board of Health
Wayne Rash is requesting reappointment to the Board of Health.

14. Appointment of Sherri Kincaid to the Regional Aging Advisory Committee
Sherri Kincaid is requesting appointment to the Regional Aging Advisory Committee.

15. Appointment of NCACC Voting Delegate
Vice Chairman Mike LaBrose has offered to be the voting delegate at the NCACC Conference.

16. Approval of Minutes from June 10th Meeting
The approval of the June 10, 2024, minutes is requested.

17. Ratification of Firework Application for Cedar Rock

The Village of Cedar Rock submitted an application for a fireworks show on Saturday, July 6th. This ratifies the application.

Vice Chairman LaBrose made the motion to accept the consent agenda as presented.
The motion carried unanimously.

Adjourn
With there being no more business to attend to, Commissioner Potter made the motion to adjourn at 7:00 PM.

The motion carried unanimously.

CHAPTER ___ EMERGENCY MEDICAL SERVICES

SECTION 1. AUTHORITY

Pursuant to NCGS 153A, and other applicable law, Caldwell County hereby establishes these Ordinances for the operation of emergency medical services within its jurisdiction.

SECTION 2. DEFINITIONS

The following words, terms, and phrases, when used in this Chapter, shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Ambulance means any publicly or privately owned vehicle which is specifically designed, constructed, or modified, and equipped, and is intended to be used, maintained, or operated for, transportation, of people who are sick, injured, wounded, or otherwise incapacitated.

Ambulance Advisory Committee means a committee which consists of the Caldwell County Office of Emergency Services Director, by virtue of position, and four members, who are appointed by the Board: two members in the healthcare field, and two members with EMS knowledge.

Ambulance Service means any publicly or privately owned enterprise engaged in the transportation of patients of emergency and nonemergency status to medical facilities.

Backup Ambulance Service means the system periodically staffed with personnel and equipment meeting the same criteria as Ambulance Service, which may be dispatched when the Ambulance Service is unavailable to respond.

Board means the Caldwell County Board of Commissioners.

County means Caldwell County, North Carolina.

Department means the NC Office of Emergency Medical Services (OEMS), which is regulated by the health service regulation assistance, a division of the North Carolina Department of Health and Human Services.

Dispatcher means an emergency telecommunicator who has completed an educational and/or training program approved by the employing agency and is credentialed by the agency, who dispatches emergency services and advises the Caldwell County Sheriff's Office, emergency medical personnel, and some police and fire departments, of any existing or threatened emergencies. The Caldwell County 911 Communication Center serves as the primary Public-Safety Answering

Point (PSAP), Lenior Police Department serves as the backup, and Burke and Catawba Counties serve as secondary PSAPs.

Emergency Medical Services (EMS) means services rendered by emergency medical services personnel responding to improve the health and wellness of the community and addresses people's needs for emergency medical care within the scope of practice as defined by the North Carolina Medical Board, in accordance with State Law to prevent loss of life or further aggravation of physiological or psychological illness or injury.

Emergency Medical Technician (EMT) means an individual who is credentialed by the Department.

Emergency Medical Technician-Advanced (EMT-A) means an individual who has been credentialed as an Emergency Medical Technician-Advanced by the Department.

Emergency Medical Technician-Paramedic (EMT-P) means an individual who has been credentialed as an Emergency Medical Technician-Paramedic by the Department.

Emergency Services Personnel means Dispatcher, EMT, EMT-A, EMT-P, emergency medical services instructor, or Medical Responder.

EMS Provider means a firm, a corporation, or association which engages in Emergency Medical Services within the rules and regulations of the Department.

First Responder means the first dispatched medical or rescue aid to arrive at the scene and provide emergency medical assistance to stabilize a Patient while waiting for further medical aid and/or transport.

Franchise means a permit issued by the Board to a corporation or other legal entity for the operation of an Ambulance Service.

Franchisee means any corporation or other legal entity having been issued a franchise by the Board for the operation of an Ambulance Service.

License means any driver's license or permit to operate a motor vehicle issued under or granted by State Law.

Medical Responder means an individual who has been credentialed as a medical responder by the Department.

NCGS means the North Carolina General Statutes.

Nonemergency Transportation Service means the operation of an Ambulance for any purpose other than an emergency.

Office of Emergency Services means the County's office of emergency services. The emergency services director serves as the department director and the department's mission is to develop and maintain a comprehensive emergency management program to reduce or eliminate the vulnerability of citizens to natural and/or manmade hazards and respond quickly and appropriately to emergencies.

Operator means a person in actual physical control of an Ambulance in motion or has the engine running.

Owner means a person or legal entity, authorized to do business in the State by the Secretary of State or is a political subdivision of the State, which owns and operates an Ambulance Service.

Patient means an individual who is sick, injured, wounded, or otherwise incapacitated and needs medical assistance.

Person means any individual, firm, partnership, association, corporation, or organization of any kind, including any government agency other than the United States.

Rescue means situations where the victim cannot escape an area through the normal exit or under their own power.

State means the State of North Carolina.

State Law means the laws, regulations, and rules of North Carolina.

SECTION 3: INSPECTIONS TO ENSURE COMPLIANCE

The County may inspect a Franchisee's records, premises, and equipment at any time to ensure compliance with this Chapter and any Franchise granted under this Chapter. Any Franchisee shall also comply with any inspections requested by a state or federal agency.

SECTION 4: PERMITS, CERTIFICATIONS AND EXEMPTIONS

(a) No Person shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the business or service of emergency and/or nonemergency transportation of Patients within the County unless the Person holds a valid permit for each Ambulance used in such business or service issued by the Department and has been granted a Franchise for the operation of such business or service by the Board pursuant to this Chapter.

(b) No person shall drive an Ambulance, attend to a Patient in one, or permit one to be operated when transporting a Patient within the County unless they hold a current, valid certification issued by the State.

(c) No Franchise is required for:

1. An entity rendering assistance to a franchised Ambulance Service, upon request, when the services franchised by the Board are insufficient or unable to cope, in the event of a major catastrophe or emergency.

2. An entity operating from a location or headquarters outside the County which passes through the County for the purpose of transporting Patients from outside the County to facilities outside the County, or transporting Patients picked up outside the County to facilities within the County. No such entity shall pick up Patients within the County for transporting to locations within the County, or other locations, unless the entity is rendering County authorized assistance.

SECTION 5: APPLICATION

Application for a Franchise to operate an Ambulance Service in the County must be made upon County forms and shall include:

(a) The legal name and address of the applicant and the owner of the Ambulance Service, including registration, and authorization to do business in NC, as determined by the NC Secretary of State's office.

(b) The trade or other fictitious names, if any, under which the applicant does business, along with a certified copy, filed with the Caldwell County Register of Deed's Office, of an assumed name certificate.

(c) A resume of the training and experience of the applicant in the transportation and medical care of patients.

(d) A description and copy of state certification for each Ambulance owned and operated by the applicant.

(e) The location and description of the places from which the applicant intends to operate.

(f) An audited financial statement of the applicant as it pertains to the operations in the County, if requested by the County. The financial statement must include all details required by the County.

(g) A full description of the type and level of service to be provided, including the location of the places from where the applicant intends to operate, the process for obtaining assistance, and how the vehicles will be dispatched.

(h) Any other information the County deems necessary for a fair determination of the capability of the applicant to provide Ambulance Service in the County in accordance with State Law and this Chapter.

(i) A full description of how each component listed in the North Carolina Administrative Code is being accomplished.

SECTION 6: GRANTING

(a) Prior to accepting applications for the Franchise to operate Ambulances in the County, the Board may designate specific service areas of franchise districts. The districts will be established using criteria which include geographic size, road access, the location of existing medical transportation services, population, and response time. The Board has the authority to establish, rearrange, or dissolve districts at any time, at its discretion, in accordance with State Law.

(b) An applicant may apply for a Franchise to operate emergency transportation, nonemergency transportation, rescue, or first responder services. Each type of service requires a separate application. If more than one type of service is

to be provided, separate applications must be filed for each type. The Board has sole discretion to require an applicant to operate some or all the services, regardless of the services the applicant offered within the application.

(c) Upon receipt of an application for a Franchise, the Board will schedule a time and place for hearing the applicant(s).

(d) A Franchise may be granted if the Board finds:

1. Public convenience and necessity require the proposed Ambulance Service and a need exists for the proposed service to improve the level of Ambulance Service available to residents of the County, and the Franchise is a reasonable and cost-effective manner to meet the need.

2. Each Ambulance of the applicant is permitted by OEMS.

3. Only State credentialed EMTs, EMT-As, and EMT-Ps are employed to provide Ambulance Service.

SECTION 7: TERM SUSPENSION, REVOCATION OR TERMINATION

(a) A Franchise issued pursuant to this Chapter is valid for a term to be determined by the Board, provided either party, at its option, and without cause, may terminate the franchise upon six months prior written notice to the other party subject to the terms of a contract. After a notice of service termination is given, the Ambulance Service must reapply for a Franchise if continued service is desired.

(b) Upon suspension, revocation or termination of a Franchise granted pursuant to this Chapter, the franchised Ambulance Service shall immediately cease operations. Upon suspension, revocation, or termination of EMT, EMT-A, or EMT-P's credentials or driver's license, such person shall immediately cease to drive an Ambulance or provide medical care.

SECTION 8: STANDARDS GENERALLY

(a) Each franchised Ambulance Service shall always comply with the requirements of this Chapter, the terms of the Franchise agreement granted pursuant to this Chapter, the health, sanitation, safety, equipment and Ambulance design, and local and State Law.

(b) Assignment of a Franchise permit or agreement is prohibited unless approved by the Board in writing in advance of such assignment.

SECTION 9: STANDARDS FOR VEHICLES AND EQUIPMENT

At all times vehicles and equipment shall be maintained and in compliance as required by State Law and permitted by the Department.

SECTION 10: STANDARDS FOR COMMUNICATIONS

(a) Each Ambulance or rescue vehicle designed for on-road use must be equipped with an operational 2-way radio capable of establishing good quality voice communications from within the geographic confines of the County to each hospital(s) emergency department in the County in which the Ambulance is based, all hospital emergency departments to which transportation of patients is made on a regular or routine basis anywhere in the state, and to the emergency services dispatching agencies within the County.

(b) Each Franchisee must maintain current authorizations of FCC licenses for all frequencies, equipment, and radio transmitters it operates. Copies of all authorizations and licenses must be on display and available for inspection according to FCC rules and regulations.

(c) Each base of operations must have at least one telephone landline and telephone numbers registered with each law enforcement agency and communications center in the County.

(d) Nonemergency transportation service may be dispatched by the County dispatch center or in any manner approved by the Board.

SECTION 11: INSURANCE

(a) No Ambulance Franchise shall be issued under this Chapter, nor shall such Franchise be valid after issuance, nor shall any Ambulance be operated in the County unless there is, at all times, in full force and effect occurrence-based

insurance coverage issued by an insurance company licensed to do business in North Carolina, for each and every Ambulance owned and/or operated by or for the Ambulance Service providing for the payment of damages as follows:

1. Commercial general liability, medical professional liability, employment practices liability, and errors and omissions. For each respective policy, coverage shall extend to all EMTs, EMT-As, EMT-Ps, first responders, medical director(s), assistant medical directors, and all staff of the Ambulance Service franchise and include minimum limits of $1,000,000 per occurrence with a $2,000,000 annual policy aggregate.

2. Business auto coverage with a minimum limit of $1,000,000 with a combined single limit for bodily injury liability and property damage liability. This coverage shall include owned vehicles, hired non-owned vehicles, and employee non-owned vehicle.

3. Umbrella liability coverage shall include at least a minimum limit of $1,000,000 per occurrence. Coverage shall be in excess over the underlying business auto coverage, commercial general liability coverage, and employers' liability coverage.

4. Workers' compensation coverage shall extend to all paid and volunteer members as required by law, and in amounts required by State Law.

(b) A franchisee must annually supply a certificate of insurance for all requirements contained within this Section. Additionally, Franchisee must immediately notify the Board if Franchisee's insurance lapses, or is otherwise suspended, voided, canceled, or reduced in coverage or in limits for any reason.

(c) A franchisee shall indemnify, defend, and hold harmless the County for everything under this Chapter.

(d) A franchisee must name the County as an additional insured on a primary basis for all policies required in this Chapter. Waiver of Subrogation shall be issued in favor of the County with respect to all policies as required by this Chapter.

(e) A franchisee's insurance shall be considered primary for losses which occur as a direct result of actions attributable to Franchisee. Further, Franchisee's insurance shall cover the County for any liability arising out of the activities performed by or on behalf of Franchisee, including products or completed operations of Franchisee; or automobiles owned, leased, hired, or borrowed by Franchisee. This coverage cannot contain any special limitations as to the scope of the protection afforded to the County, its elected officials, officials, officers, employees, agents, or volunteers.

(f) Any insurance maintained by the County shall be in excess of the Franchisee's insurance.

(g) Failure to comply with any portion of this Section may result in immediate termination of the Franchise upon written notice to the Franchisee by the County.

SECTION 12: FRANCHISE RECORDS

Each Ambulance Franchisee shall maintain the following records:

(a) Record of dispatch. Records shall show the time a call was received, time personnel dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base.

(b) Trip record. The trip record must provide the Patient with a copy containing all required information. A copy of the trip record may serve as a receipt for any charges paid.

(c) Biweekly checklists. There shall be a minimum of biweekly driver and attendant checklists of contents and equipment of each vehicle and organization signed by the individuals verifying vehicle operation and equipment.

SECTION 13: RATES AND CHARGES

(a) Each Franchisee must submit a schedule of rates to the Board for approval and shall not charge more or less than the approved rates without prior written authorization of the Board.

(b) No Ambulance Service shall attempt to collect rates on calls for service until the Patient:

1. Has reached the point of destination, received medical attention and is in a condition, deemed by the physician, fit to consult with the Ambulance Service. The Ambulance Service may attempt to secure guarantee of payment with the Patient's family or guardian once the Patient is in the process of receiving medical attention; or

2. Refuses to be transported to a medical facility to receive additional medical attention after the Patient received medical attention from the Ambulance Service.

(c) A Patient may be required to pay for transportation to a nonemergency facility in advance of the Ambulance trip only for nonmedically necessary transports.

SECTION 14: EMERGENCY MEDICAL SERVICES MUTUAL AID

(a) To promote and improve safety, the County uses emergency medical services from other jurisdictions when possible.

(b) Nothing in this Section shall be construed to require the County or its departments or agents to be responsible for the payment or collection of emergency medical services provided within any other county other than the County, except a county requesting mutual aid in a disaster should make provisions to reimburse the County, expenses incurred, as a result of the disaster response.

(c) The County must authorize mutual aid to surrounding counties for the use of the County gas pumps for emergency vehicles coming through the County

when private gas stations are closed. The County shall be reimbursed for such costs.

SECTION 15: PENALTIES

Any Person violating a provision of this Chapter shall be guilty of a Class 3 misdemeanor and shall be fined not more than $500.00, or imprisonment for not more than 30 days, or both. Each day a violation continues, after the offender has been notified of the violation, shall constitute a separate occurrence. A third conviction within a 5-year period shall constitute a Class 1 misdemeanor, with a maximum penalty of 120 days in jail and a discretionary fine, as provided by law. Each 30 days of continued violation shall be considered a separate offense.

AMENDMENTS TO THE CALDWELL COUNTY ORDINANCE LIMITING TIMES OF OPERATIONS AT RACETRACKS AND DRAGSTRIPS

The Racetracks and Dragstrips Chapter of the Code of Caldwell County is hereby amended by adding a new Section 3A, which reads as follows:

"Section 3A, Test and Tune Events Temporarily Permitted

In addition to those times permitted by Section 3, above, the owner and/or operator of any raceway, racetrack, or drag strips may schedule and operate no more than four (4) "Test and Tune events" on weekdays (Monday through Friday) between the hours of 10:00 a.m. and 4:00 p.m. in each calendar month. "Test and Tune event" means a race team bringing a car to the track, running laps, adjusting settings on the car, and then running more laps, with no racing, no crowd, and no money taken at the gate."

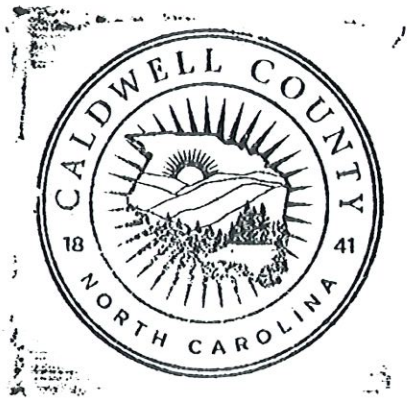
"This Section 3A is effective immediately upon enactment and it expires automatically without further action on October 31, 2024."

Enacted this the 8 day of July, 2024.

Randy T. Church, Chairman

Attest:

Abby Rich, County Clerk



RESOLUTION

09-2024

RECOGNIZING AND APPROVING OF THE CALDWELL COUNTY OFFICIAL AMERICA 250 NC COMMITTEE

A resolution of Caldwell County, North Carolina, supporting the America 250 NC committee for the United States semiquincentennial (AMERICA 250 NC).

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250 NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of America 250 NC's mission, Caldwell County Committee is officially formed to achieve the goals of America 250 NC.

NOW, THEREFORE, BE IT RESOLVED, that the County of Caldwell hereby endorses AMERICA 250 NC and its mission; and

BE IT FURTHER RESOLVED, the County of Caldwell officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Caldwell County Committee will be strictly voluntary roles and there will be no compensation for participation.

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the legislative delegation and the AMERICA 250 NC Committee.

Adopted this 8th day of July, 2024.

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

Abby Rich, NCCCC
County Clerk

RESOLUTION

10-24

RESOLUTION BY THE COUNTY OF CALDWELL AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SECOND SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS

WHEREAS, the opioid overdose epidemic has taken the lives of more than 37,000 North Carolinians since 2000; and

WHEREAS, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

WHEREAS, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is $78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a settlement has been reached in litigation against the Kroger Co. ("Kroger") as well as its subsidiaries, affiliates, officers, and directors named in the Kroger Settlement; and

WHEREAS, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Second Supplemental Agreement for Additional Funds (SAAF-2) to provide for the equitable distribution of the proceeds of these settlements; and

WHEREAS, by joining the settlements and approving the SAAF-2, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including Caldwell County and its residents, to sign onto the settlements and SAAF-2 and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

WHEREAS, the SAAF-2 directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Caldwell County hereby authorizes the County Manager to execute all documents necessary to enter into opioid settlement agreements with Kroger, to execute the SAAF-2, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 8th day of July 2024.

Randy T. Church, Chairman
Caldwell County Board of Commissioners

ATTEST:

Abby Rich, NCCCC
County Clerk

SEAL

