

# Polk Coiny Planning Board Agenda

Thursday, June 8, 2017, 5:00 p.m.
Bryant Womack Justice & Administration Center
40 Courthouse Street
Columbus, North Carolina 28722

- I. Call to order
- II. Approval of Agenda
- III. Approval of May 11, 2017 and May 23, 2017 meeting minutes
- IV. Officer Elections and Appointments
- V. Wireless Telecommunication Permit Application Approval
   Beacon Towers-VA, LLC 195' Monopole 815 Early Road, Saluda, NC 28773;
   Parcel No. P34-150
  - o Public Comments
- VI. Wireless Telecommunication Permit Application Approval Beacon Towers-VA, LLC - 195' Monopole - 2737 Landrum Road, Columbus, NC 28722; Parcel No. P98-33
  - Public Comments
- VII. Other Business
- VIII. Public Comments
- IX. Adjournment



# **Planning Board Minutes**

Thursday, May 11, 2017, 5:00 p.m. Bryant Womack Justice & Administration Center 40 Courthouse Street Columbus, North Carolina 28722

Members Present: Warren Wilson, Wayne Horne, Libby Morris (Acting Chair), Mike Stone

Member(s) Absent: Bill Ennis, Wally Pace, Gerald Peck, Neal Barton

Staff Present: Cathy Ruth, Samantha Collins, Jim Edwards

# l. Call to order

Libby Morris called the meeting to order.

# **II.** Approval of Agenda

Mike Stone made a move to approve the agenda and Wayne Horne seconded the motion. Motion passed unanimously.

# III. Approval of April 13, 2017 Minutes

Warren Wilson made a motion and Mike Stone seconded it. Motion passed unanimously.

# IV. Proposed Wireless Telecommunication Facility – Approval SCI Towers, LLC – 190' Monopole – River Crest Parkway, Rutherfordton, NC 28139; Parcel No. P121-13

Craig Parker, Project Manager, spoke to the Board and attendees. He presented an overview of the project and answered questions from the board and the public present: John Eaton, Dick Shaw.

Ms. Morris made a motion to approve the request with the following conditions (according to Polk County Wireless Telecommunications Ordinance Section 304.1.g) to be met: 1) a full geotechnical survey be completed, 2) the company meet with a representative of the Green River Highlands's road committee before construction begin, 3) written statement that any new damage to the road caused by the company would be repaired by the company at the company's cost, and 4) the company amend the drawing of C-6 to fix the mislabeling of River Crest Parkway. Seconded by Mr. Stone. Motion passed unanimously.

# V. Tryon International Equestrian Center – Re-zoning P/O P105-17, 1.76 acres, request re-zoning from Equestrian to Equestrian Village

Ms. Ruth explained David Odom was present to answer questions on capacity, as requested by the Planning Board, and to present the rezoning request.

Mr. Odom spoke about the development's plans. Ms. Morris asked if the facility's sewer and water capacity could handle the WEG 2018 event and Mr. Odom confirmed the capacity would be sufficient.

Ms. Morris stated the Planning Board has asked several times for a Master Plan for the TIEC. Mr. Odom says he has a Master Drawing in his office but not a Master Plan, it is the same drawing the Planning Board has on file. He said there have been over 200 iterations of the drawing.

Ms. Morris made a motion to accept the amendment to change the zoning for the 1.76 acres to Equestrian Village with the plan consistency statement. Mr. Wilson seconded her motion. The motion passed unanimously.

# VI. 20/20 Vision Plan Update

Ms. Ruth asked for a special meeting to discuss the draft 20/20 vision plan. Ms. Ruth suggested two possible dates within the next two weeks: Tuesday 5/23 at 5:00pm or Tuesday 5/30 at 5:00pm. Ms. Ruth will send out a poll on Monday to find out which date works for everyone and then announce the Special Meeting date.

# **VII.** Other Business

Introduced Samantha Collins, new Planning Administrator.

# VIII. Adjournment

Ms. Morris made a motion to adjourn the meeting and Mr. Horne seconded it.



# Special Meeting Planning Board Agenda

Tuesday May 23, 2017 5:30pm
Bryant Womack Justice & Administration Center
40 Courthouse Street
Columbus, North Carolina 28722

- I. Call to order.
- II. 20/20 Vision Plan: Review.
- III. Adjournment

# POLK COUNTY PLANNING BOARD BY-LAWS

# I. General Rule

The Polk County Planning Board shall be governed by Chapter 153A-344 of the General Statutes of North Carolina, as amended, and Ordinance passed and any amendments thereto.

# II. Officers and Duties

- A. <u>Chairman</u>: A Chairman shall be elected annually in February by the members of the Board for a term of one year. The Chairman shall be eligible for re-election. The Chairman shall decide all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the Board in session at that time. The Chairman, with the approval of the Board, shall make all committee appointments.
- B. <u>Vice-Chairman</u>: A Vice-Chairman shall be elected by the Board in the same manner and for the same term as the Chairman. The Vice-Chairman shall serve as acting Chairman in the absence or disability of the Chairman. At such times, he shall have and exercise the same powers and duties as the Chairman.
- C. <u>Secretary</u>: A Secretary shall be elected by the Board at the same time and for the same term as the Chairman and Vice-Chairman. However, the Secretary need not be a member of the Board and shall be eligible for reappointment. The Secretary shall keep all records, shall conduct all correspondence of the Board, and shall generally supervise the clerical work of the Board. The secretary shall keep the minutes of every meeting of the Board, which minutes shall be a public record. The minutes shall record all important facts pertaining to each meeting, including attendance or absence of all members, every resolution acted upon by the Board, and all votes of the Board members upon any recommendation, resolution, or other action by the Board.

If the Secretary is appointed from outside the membership of the Board, the Secretary shall not be eligible to vote on any matters before the Board.

# III. Meetings

- A. <u>Regular Meetings:</u> Regular meetings of the Board shall be held on the second Thursday of each month at 5:30 PM (or otherwise determined with a majority vote by the Planning Board) in the Polk County Board of Commissioner's Meeting Room, or at other locations in Polk County.
- B. <u>Special Meetings and Emergency Meetings</u>: Special meetings and emergency meetings of the Board may be called at any time by the Chairman in conformance with G.S. 143-318.12, and the place and subject of the meeting shall be given. This notice may either be telephonic or written and shall be given by either the Secretary or the Chairman of the Board.

- C. <u>Cancellation of Meetings:</u> Whenever there is no business to come before the Board, the Chairman may dispense with the regular meeting by giving notice to all members not less that twenty-four (24) hours prior to the time set for the meeting.
  - D. Quorum: The quorum shall consist of a simple majority of the members of the Board.
  - E. Conduct of the Meeting: All meetings of the Board shall be open to the Public.
- F. <u>Voting</u>: The voting of a majority of those present shall be sufficient to decide any matter before the Board, provided the quorum is present. No Board member shall participate in the discussion or decision of any matter in which he has personal or financial interest.
- G. <u>Assignment of Alternate Members</u>: The alternate member of the Board shall participate in those Proceedings in which one or more regular members are absent or are unable to participate because of a financial or other interest. Regular members, on receiving notice of a Proceeding in which they will be unable to participate, will promptly notify the Secretary. On receiving that notification, the Secretary shall, by the most expeditious means, notify the alternate member to attend and participate and inform the Chairman of the situation.

# IV. Committees

The Chairman may appoint committees to investigate particular matters or undertake other assignments within the responsibility of the Board. The Chairman shall be responsible for the preparation of the charge of the committee, subject to the approval of the Board and shall make all appointments to the committee, subject to the approval of the Board. The Chairman shall be an exofficio member with full voting privileges of all committees.

# V. Amendments

These rules may, within the limits allowed by law, be amended at any time by the affirmative of not less than a majority of the Board provided that such amendments shall have first been presented to the membership in writing at a regular or special meeting before the meeting at which the vote on the amendment was taken.

BOARD ON THE 13th DAY OF MARCH, 2014.	of the folk countries when
Chairman	Secretary



To: Planning Board

From: Cathy Ruth, County Planner

Date: June 8, 2017

Re: Tower (Wireless Telecommunication) Permit Application – Diaz P34-150

# Action Requested by Planning Board

- a) Review all currently available information prior to meeting
- b) Consider Tower (Wireless Telecommunication) Permit Application for Approval

# Background

- a) The Planning Department received an application in May 2017 from Jonathan Yates, representing Beacon Towers, for a proposed tower. The application states the general description of project: Proposed new 195' monopole tower facility located within a leased area measuring approximately 100'x100'. The tower is designed to accommodate up to four (4) carriers.
- b) The permit fee was received with the application in May 2017.
- c) Notice to adjacent property owners and notice in the newspaper was submitted in accordance with the Polk County Wireless Telecommunication Ordinance.

# Recommendation

a) After reviewing the tower permit application, the application meets the requirements of the Wireless Telecommunication Ordinance, therefore the Enforcement Officer recommends approval.

# Polk County Tower Permit Application

Date of Application	Application Number
Ronald W. + Leisha Di	92
Owner Jongthan L. Yates	
Applicant or Owner's Agent 105 Broad Street, Thir	d Floor
Address Charleston	SC 29401
City (843)414 9754 Telephone Number	State Zip Code (843) 246 9188 Fax Number
Tax Map/Parcel Number_P? Zoning District (if applicable)	MU
General Description of Project: A	195' monopole - style
wireless telecommunico	ations facility to
0	ariy Road, Saluda, NC
<u>26733.</u>	
regulations outlined in the Polk County Tower	rue and accurate and is in conformance with applicable Ordinance.  4/21/2017
Applicant or Agent	Date
ApprovedZoning Official	Date
RejectedZoning Official Remarks	Date
	Paid Receipt #

# POLK COUNTY

35 Walker Street • PO Box 308 • Columbus, NC 28722 Phone: 828-894-2732 • Fax: 828-894-2913 Land Development Application

		Case#:
1. Application Type Subdivision Type Major Subdivision Minor Subdivision Special Subdivision Family Subdivision	Plan Type Sketch Plan Preliminary Plat Construction Plans	
Subdivision Road Only  Note: A pre-application conference with the Subdivision Administrator prior to submitting the preliminary plat for a Major Subdivision is recommended.	Final Plat Special Subdivision F (condos. townho	
Current Zoning MU Propos	y Size (acres) 1.104 sed Zoning MU	Phase ## of Units (residential)
Developer 105 Broad St. 3rd F100r Developer Address  843 414 9754  Tatephone	Beacon To Charleston, City, State Zip 843 266 9 Fax Dan L. Yate	SC 29401
Lonathan L. Yates Agent (Registered Engineer, Designer, Surveyor, etc.) LOS BYDAD St. 3rd Floor Address Charleston, Sc. 29401 City, State Zip B43 414, 9754 Telephone Fax Signature Print Name Date Handle	Ronald Diaz Property Owner  815 Early Rd Address Saluda, NC City. State Zip  828 - 749 - 985 Letcha Biz Signature	28773

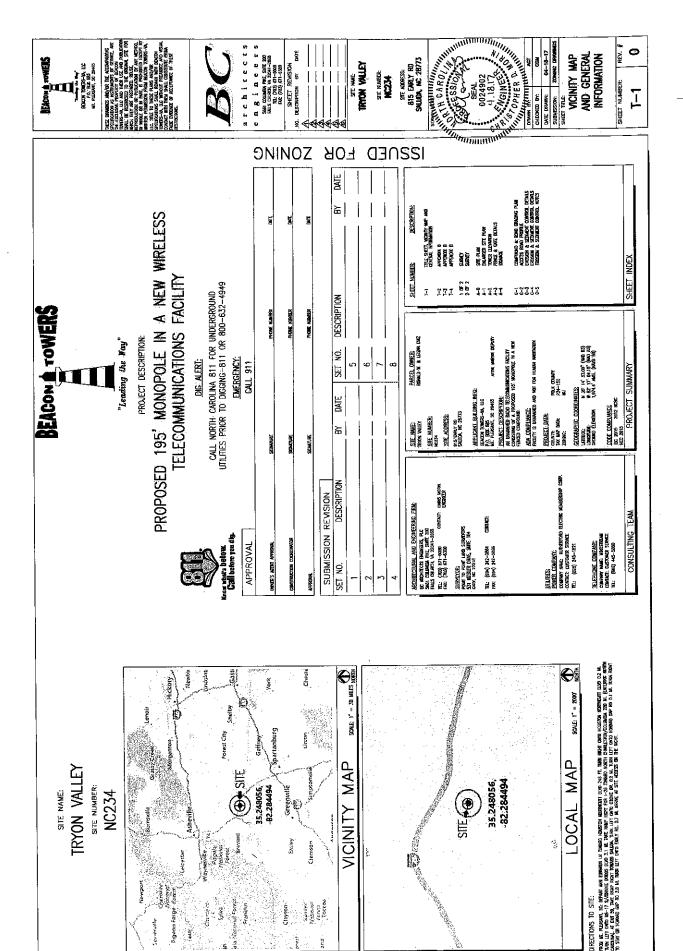


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DIRECTIONS TO SITE:

# HELLMAN YATES & TISDALE

ATTORNEYS AND COUNSELORS AT LAW

JONATHAN L. YATES
DIRECT VOICE 843 414-9754
JLYGHELLMANYATES.COM

HELLMAN YATES & TISDALE, PA 105 BROAD STREET, THIRD FLOOR CHARLESTON, SOUTH CAROLINA 29401 V 943 266-9099 F 843 266-9188

April 21, 2017

# VIA FEDERAL EXPRESS

Cathy Ruth, County Planner Polk County Planning & Zoning 35 Walker Street Columbus, NC 28722 (828) 894-2732

Re:

Proposed 195' monopole-style wireless telecommunications facility by Beacon Towers to be located at 815 Early Road, Saluda, NC 28773

# Dear Cathy:

Enclosed please find our application on behalf of Beacon Towers for a 195-foot monopole-style wireless telecommunications facility to be located at 815 Early Road, Saluda, NC 28773. This monopole-style wireless telecommunications facility is to be built for a total of five (5) wireless carriers. The underlying property, which consists of 1.104 acres, is owned by Ronald W. and Leisha Diaz, and is designated as Polk County tax parcel number P34-150. The property is zoned as MU zoning district. The proposed facility is desperately needed to resolve existing coverage challenges in Polk County. The proposed facility will alleviate the issues for both wireless voice and advanced data in the surrounding area. Beacon will secure a 100' x 100' lease area with an nine-foot chain link fence topped with three (3) strands of barbed wire as an anti-climbing device for a total of ten (10) feet. The proposed facility has been reviewed and approved by the FAA and will not require illumination.

After an intensive review, we feel certain that the proposed facility will meet all the requirements of the <u>Polk County Wireless Telecommunications Ordinance</u> as well as the North Carolina and federal requirements.

In support of this application, we have included the following:

- 1. Site Plans and Drawings;
- 2. Structural Design Report;
- 3. ANSI/Fall Zone Letter;
- Application for ASR;
- 5. Tower Removal Letter by Beacon Towers;
- 6. Redacted Ground Lease Agreement;
- 7. Site Survey;
- 8. Collocation Policy Letter; and
- 9. FAA Determination of No Hazard to Air Navigation.

April 7, 2017 Page 2

Also enclosed please find the completed Polk County Tower Permit Application and a check for \$2,500.00 to cover the application fee.

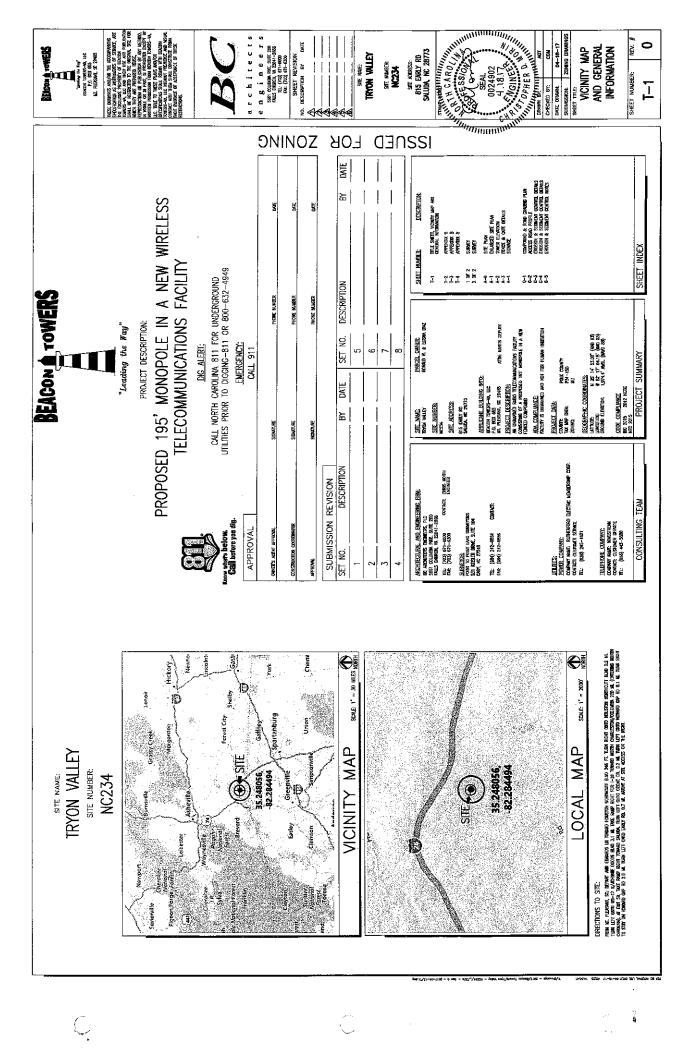
If you have any questions or concerns, please contact me at any time. I can be reached at (843) 414-9754. Thank you so much for all your help with this.

With warmest regards, I am

Yours very truly,

Jonathan L. Yates

JLY:kdr Enclosures



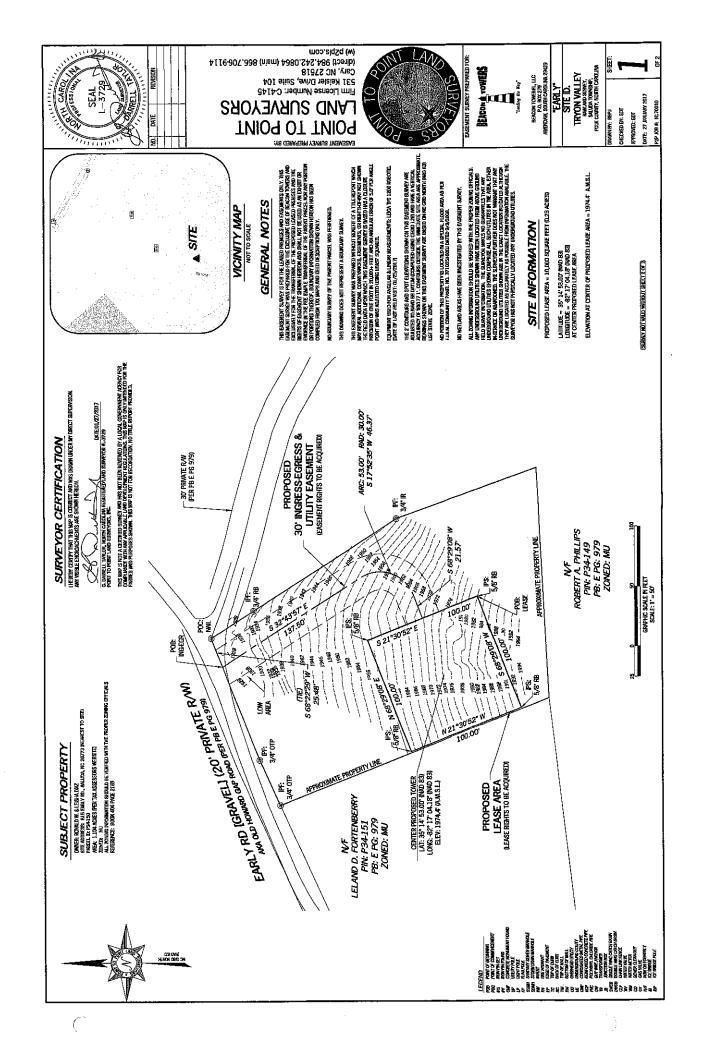
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BEADON TONERFI, LLC P.O. SOX 279 AMENDAN, SOUTH CAROLINA 29429

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# Firm License Number: C-4145 531 Keisler Drive, Sulie 104 Cary, NC 27518 (direct) 984,242,0864 (main) 866.706-9114 EASONINT TO POINT POINT TO POINT POINT TO POINT

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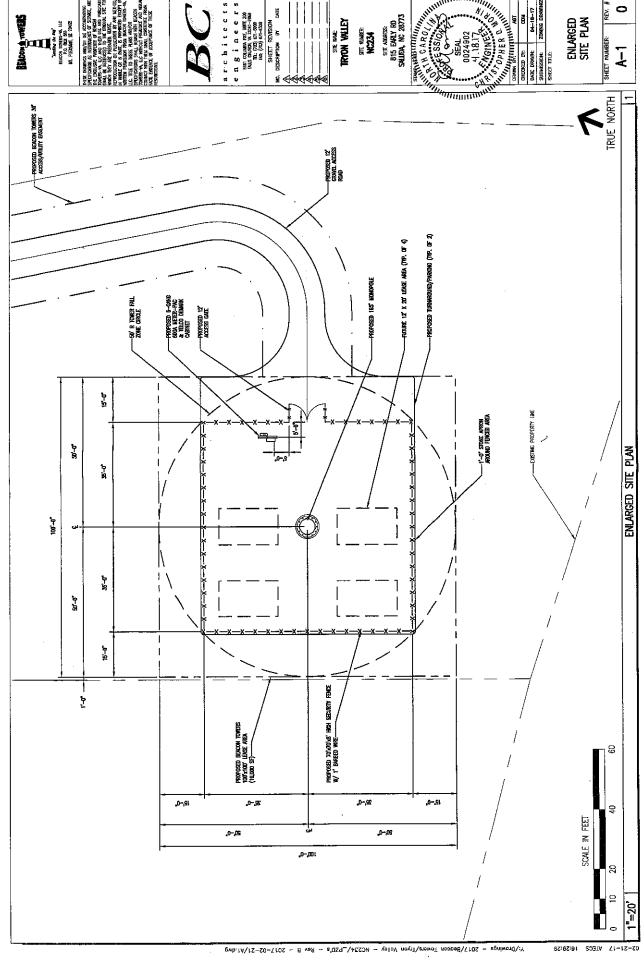
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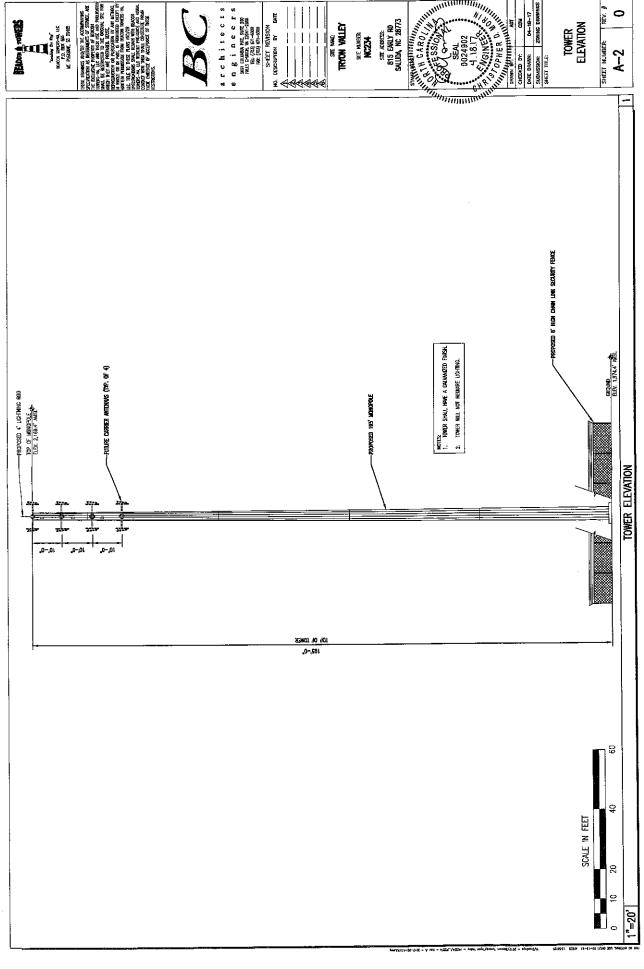
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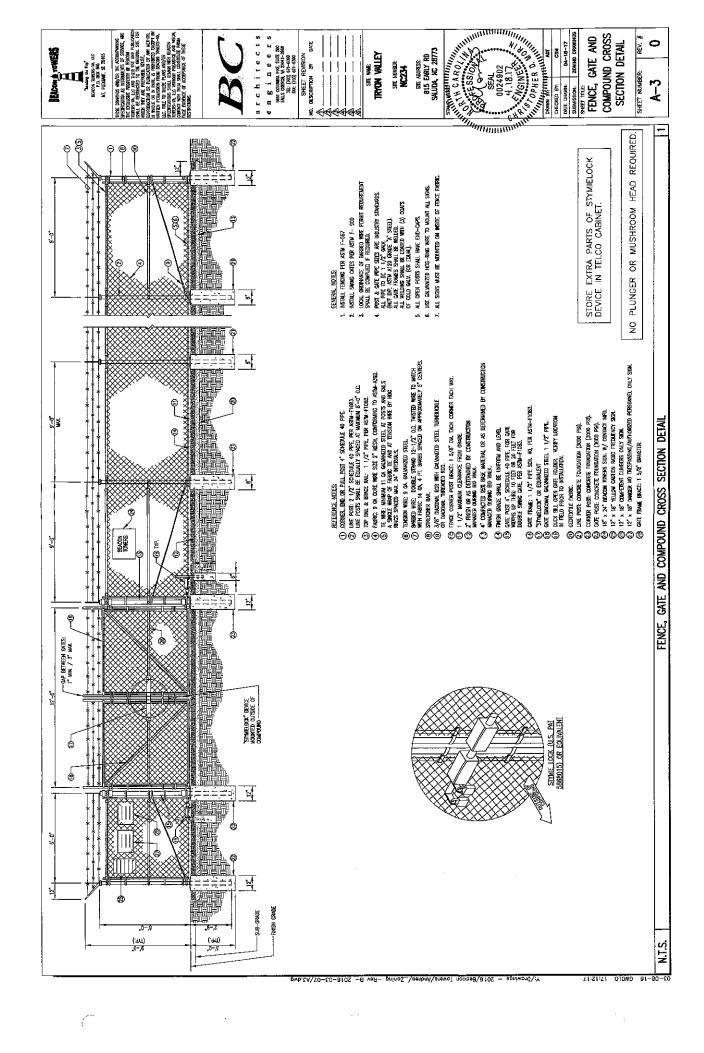
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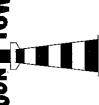
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FOR SITE LEASING INFORMATION PLEASE CONTACT





"Leading the Way"



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# STRUCTURE REGISTRATION # **FCC ANTENNA**

55# 12g

**BEACON TOWER ID: TRYON** 

VALLEY

OTY: (1) MAIN COMPOUND GRIE

1. CONTRACTOR TO PROVIDE AND INSTALL ALL SIGNAGE

ALL SIGNS SHALL BE MOUNTED ON INSIDE OF FENCE FABRIC, UNITSS NOTED OTHERWISE.

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NT.S.

(843) 324-9731

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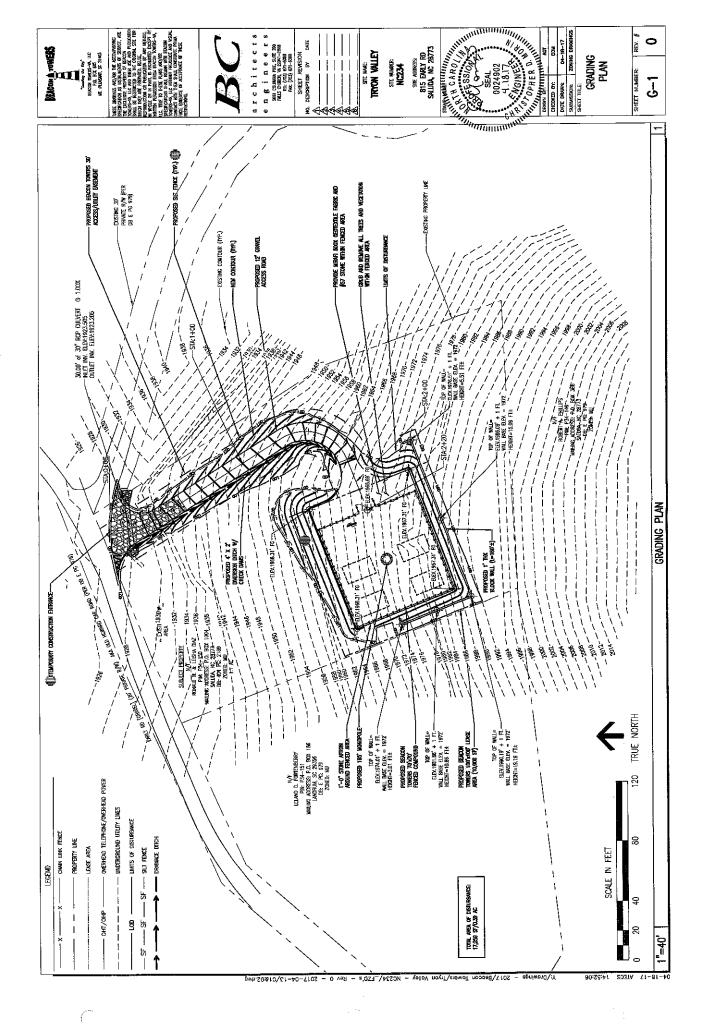
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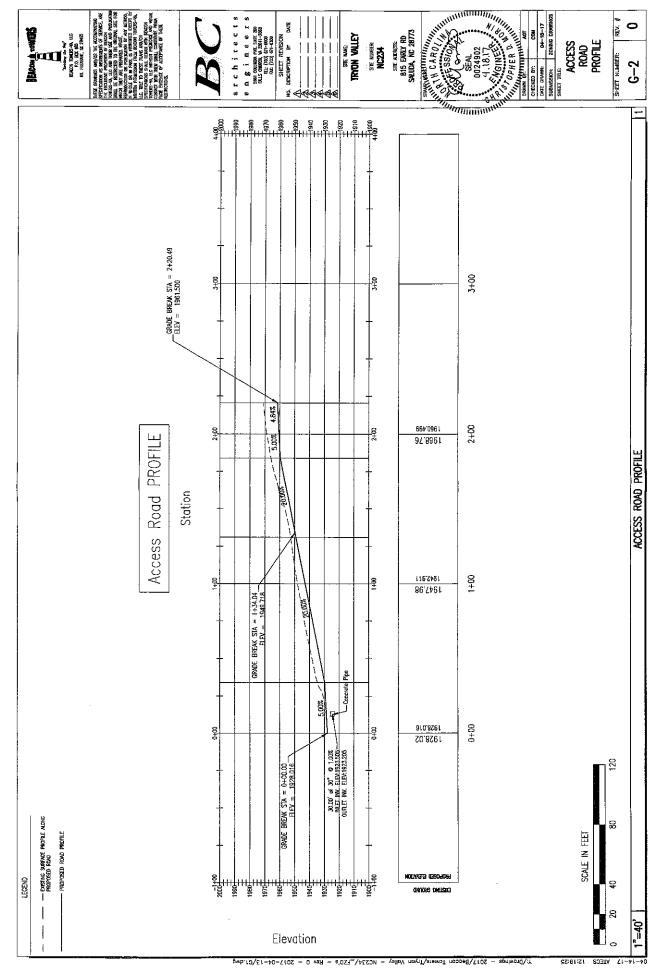
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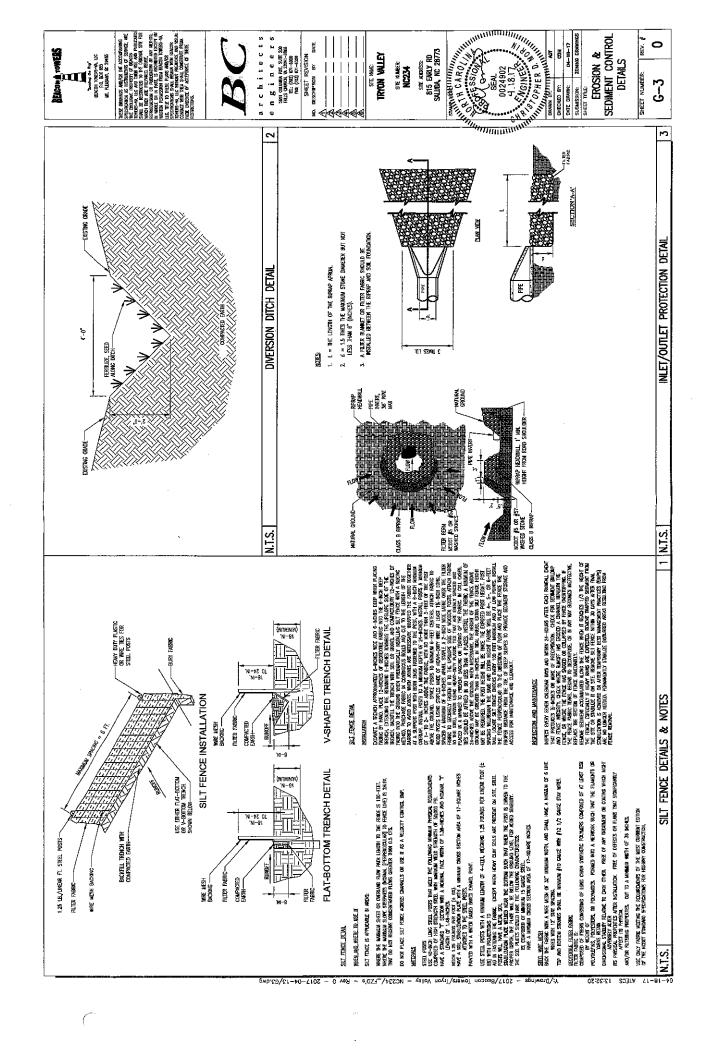
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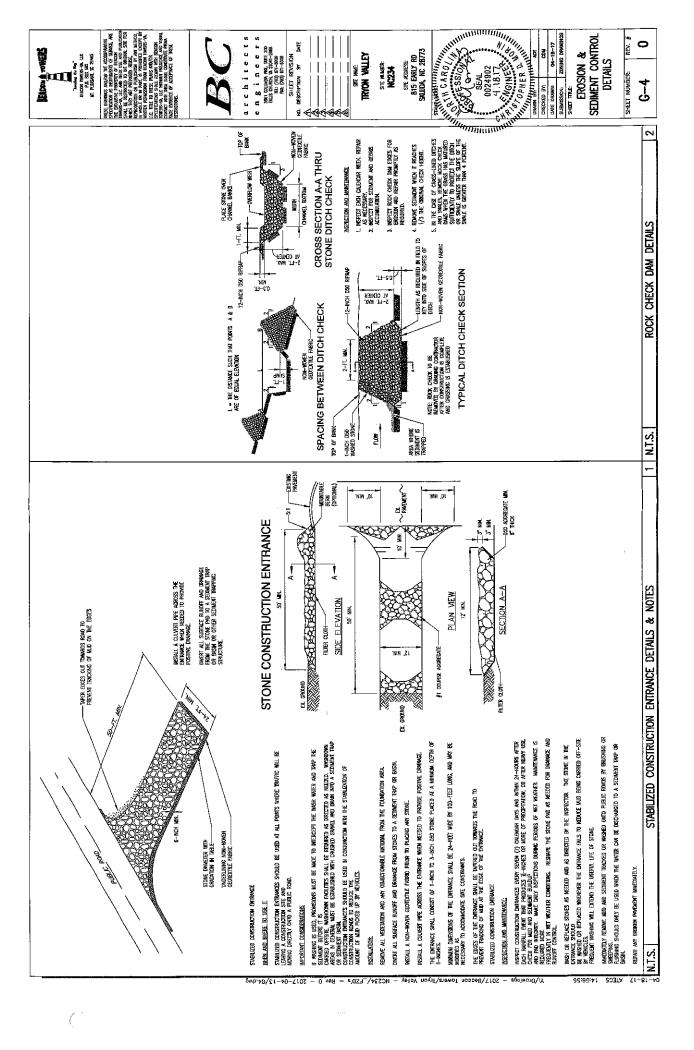
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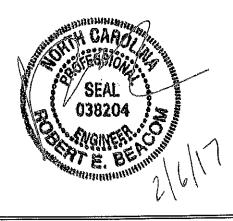
195' Monopole Site: Early Diaz, NC

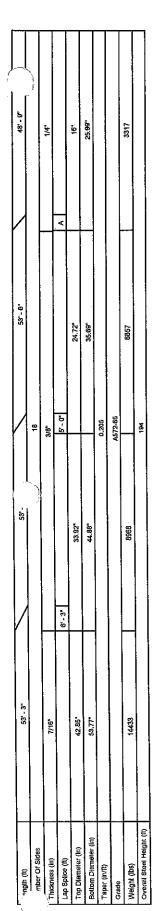
Prepared for: BEACON TOWERS LLC by: Sabre Towers & Poles TM

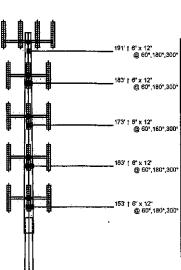
Job Number: 17-5460-JDS

# February 2, 2017

Monopole Profile	1
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# **Designed Appurtenance Loading**

Elev	Description	Tx-Line
195	(9) SBNHH-1D659	(9) 15/8"
195	(9) RRH	
193	H.C. Platform (Monopole Only) - 12'	
185	3T-Arm - 10 Face - 3 Standoff	
185	(9) SEINHH-1D65B	(9) 15/8"
185	(9) RRH	
175	3T-Arm - 10' Face - 3' Standoff	
175	(9) SBNHH-1D65B	(9) 1 5/8"
175	(9) RRH	
165	3T-Arm - 10' Face - 3' Standoff	
165	(9) SBNHH-1D658	(9) 15/8"
165	(9) RRH	
155	3T-Amn - 10' Face - 3' Standoff	
155	(9) SBNHFI-1D658	(9) 15/8"
155	(9) RRH	

# **Load Case Reactions**

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	57.65	35.23	4928.78	22.52	13.6
3s Gusted Wind 0.9 Dead	43.24	35.29	4777.93	21.57	12.93
3s Gusted Wind&Ice	80.85	4.88	726.02	3.54	2.1
Service Loads	47.99	8.78	1220,91	5,78	3.42

# **Base Plate Dimensions**

Shape	Diameter	Thickness	Bolt Circle	Boft City	Bolt Diameter
Round	68.25*	2.251	60.5"	16	2,25"

# **Anchor Bolt Dimensions**

Length	Diameter	Hote Diameter	Weight	Туре	Finish
84"	2.25"	2,825"	1937.6	A615-75	Gaiv-18"

# **Material List**

ļ	Display	<del></del> .	Value		-	
	A		3' - 9"			

# Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category B, Topographic Category 2, with a Crest Height of 330".
- 5) Full Height Step Bolts
- 6) Tower Rating: 98.1%



Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 558 Sioux City, IA 51102-0658 Phone: (712) 258-6890 Fac (712) 279-0814

† 10.5" x 25.5" @ 180° 360°

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Job: 17-5460-JDS

Customer: BEACON TOWERS LLC
Site Name: Early Diaz, NC

Description: 195' Monopole
Date: 2/2/2017

By: BD

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\* All pole diameters shown on the following pages are across corners. See profile drawing for widths across flats.

# POLE GEOMETRY

ELEV ft	SECTION NAME	NO. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES �*Pn �*Mn kip ft-kip	SPLICE TYPE	OVERLAP LENGTH RA ft	
194.0	A	18	16.25	0.250	928.5 298.5	•		9.5
149.0					1471.9 754.3			
_,_,_	A/B	18	25.61	0.250	1471.9 754.	SLIP	3.75	1 76
145.2	A/B	10	25.89	0.375	2221.9 1140.5		3.73	1.70
143.2	В	10	25.89	0.375	2221.9 1140.9	5		10.2
100 5	_	18			3031.4 2131.2			10.2
100.5			35.19	0.375	3031.4 2131.2	5:	F 00	1 72
05.5	B/C	18			3057.8 2168.6	JLI	5.00	1.72
95.5				0.375	3057.8 2168.0	5		14.7
	C	18	44.26	0.375	3674.2 3263.0	5		14.7
53.2		,	44.26	0.375	3674.2 3263.0	5		
	C/D	18			4509.3 4045.6	PLIL	6.25	1.70
47.0	• • • • • • • • • • • • • • • • • • • •		44.83	0.438	4509.3 4045.0	5		
0.0	D	18	54,60		5197.9 5700.2			16.0

# POLE ASSEMBLY

SECTION NAME	BASE ELEV ft	NUMBER	BOLTS	AT BASE DIAM in	OF SECTION STRENGTH ksi	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
A	145.250	0	A325	0.00	92.0	0	145.250
B	95.500	0	A325	0.00	92.0	0	95.500
C	47.000	0	A325	0.00	92.0	0	47.000
D	0.000	0	A325	0.00	92.0	0	0.000

# POLE SECTIONS

SECTION NAME	No.of SIDES	LENGTH O	UTSIDE.DI BOT	TAMETER TOP	THICK- NESS	MAT- ERIAL ID	FLAN BOT	GE.ID TOP	FLANGE GROUF BOT	
		ft	in	in	in					
A B C D	18 18 18 18	48.75 53.50 53.50 53.25	26.39 36.24 45.58 54.60	16.25 25.11 34.44 43.51	0.250 0.375 0.375 0.438	1 2 3 4	0 0 0	0 0 0 0	0 0 0 0	0 0 0 0

\* - Diameter of circumscribed circle

# MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	OR	IENT	HEIGHT	WIDTH	.THI	CKNESS. FLANGE		ULARITY ECTION. ORIENT
			&	deg	in	in	in	in	,	deg
PL PL PL PL	1 2 3 4	1 1 1 1		0.0 0.0 0.0 0.0	26.39 36.24 45.58 54.60	0.25 0.38 0.38 0.44	0.250 0.375 0.375 0.438	0.250 0.375 0.375 0.438	0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0

# & - With respect to vertical

# MATERIAL PROPERTIES

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	STRI Fu ksi	ENGTH Fy <b>k</b> si	THERMAL COEFFICIENT /deg
1	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170
4	29000.0	490.0	80.0	65.0	0.00001170

LOADING CONDITION A

90 mph wind with no ice. Wind Azimuth: 00

# LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	ADAT AZI	LOAD AZI	HORIZ kip	ES DOWN kip	MOME VERTICAL ft-kip	NTS TORSNAL ft-kip
000000000000	194.000 192.000 192.000 184.000 174.000 174.000 164.000 164.000 154.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	2.9371 0.0000 1.0473 0.0000 3.0101 0.0000 2.9996 0.0000 2.9876 0.0000 2.9737	1.1956 2.1565 1.6920 2.0667 2.3272 1.9544 2.3272 1.8420 2.3272 1.7297 2.3272	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	194.000 149.000 149.000 145.250 145.250 130.333 130.333 115.417 115.417 100.500 95.500 95.500 81.417 81.417 67.333 67.333 53.250 47.000 47.000 47.000 35.250 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0	0.0561 0.0748 0.0805 0.0844 0.0844 0.0930 0.1010 0.1060 0.1060 0.1081 0.1138 0.1138 0.1138 0.1139 0.1180 0.1180 0.1180 0.1187 0.1187	0.0562 0.0758 0.2025 0.1297 0.1297 0.1444 0.1591 0.1591 0.13346 0.1752 0.1752 0.1891 0.2030 0.2030 0.4574 0.2548 0.2548 0.2683 0.2954	0.0000 0.0000	0.0000 0.0000

LOADING CONDITION M

90 mph wind with no ice. Wind Azimuth: 00

# LOADS ON POLE

LOAD	ELEV	APPLYLOA	DAT	LOAD	, FORC	ES	MOMI	
TYPE	ft	RADIUS ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft- <b>k</b> ip	TORSNAL ft-kip
c	194,000	0.00	0.0	0.0	2.9371	0.8967	0.0000	0.0000
č	192.000	0.00	0.0	0.0	0.0000	1.6174	0.0000	0.0000
ċ	192.000	0.00	0.0	0.0	1.0473	1.2690	0.0000	0.0000
ē	184 000	0.00	0.0	0.0	0,0000	1.5500	0.0000	0.0000
č	184.000	0.00	0.0	0.0	3.0101	1.7454	0.0000	0.0000
Ċ	174.000	0.00	0.0	0.0	0.0000	1.4658	0.0000	0.0000
ē	174.000	0.00	0.0	0.0	2.9996	1.7454	0.0000	0.0000
ċ	164.000	0.00	0.0	0.0	0.0000	1.3815	0.0000	0.0000

<sup>\*</sup> Only 3 condition(s) shown in full \* RRUS/TMAs were assumed to be behind antennas

						17-5460	)_1ns	
c c	164.000 154.000 154.000	0.00 0.00 0.00	0.0 0.0 0.0	0.0 0.0 0.0	2.9876 0.0000 2.9737	1.7454 1.2973 1.7454	0.0000 0.0000 0.0000	0.0000 0.000 0.0000
	194,000 149,000 149,000 145,250 145,250 130,333 130,333 115,417 100,500 95,500	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0561 0.0748 0.0805 0.0805 0.0844 0.0930 0.0930 0.1010 0.1060 0.1060 0.1081 0.1138 0.1138 0.1138 0.1197 0.1197 0.1180 0.1180 0.1180 0.1180 0.1180	0.0421 0.0569 0.1519 0.1519 0.0973 0.1083 0.1083 0.1193 0.2510 0.2510 0.2510 0.1314 0.1418 0.1418 0.1522 0.3431 0.3431 0.1911 0.1911 0.2012 0.2215	0.0000 0.0000	0.0000 0.0000
-		2,00		-10	<b></b>		2.2000	

LOADING CONDITION Y

30 mph wind with 0.75 ice. Wind Azimuth: 0 $\phi$ 

# LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	AOAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTIÇAL ft-kip	ENTS TORSNAL ft-kip
C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	94.000 92.000 92.000 84.000 84.000 74.000 74.000 64.000 54.000 54.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0	0.3485 0.0000 0.1331 0.0000 0.4086 0.0000 0.4070 0.0000 0.4051 0.0000 0.4029	2.1456 2.1565 2.1802 2.0667 3.5664 1.9544 3.5649 1.8420 3.5631 1.7297 3.5611	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
D	94.000 79.000 79.000 64.000 64.000 49.000 45.250 45.250 45.250 333 30.333 15.417 15.417 10.500 95.500 95.500 81.417 867.333 67.333 53.250 47.000 47.000 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0	0.0088 0.0088 0.0100 0.01100 0.0112 0.0112 0.0119 0.0124 0.0135 0.0135 0.0145 0.0145 0.0151 0.0153 0.0165 0.0165 0.0160 0.0167 0.0167	0.1050 0.1050 0.1224 0.1224 0.1398 0.2711 0.2711 0.2017 0.2236 0.2236 0.22454 0.4256 0.4256 0.2686 0.2686 0.2886 0.2886 0.3082 0.5663 0.5663 0.3663	0.0000 0.0000	0.0000 0.0000

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195' Monopole / Early Diaz, NC

# MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV	DEFLE	CTIONS (ft)	DOWN	ROTA	TIONS (deg)	TWIST
ft	ALONG	ACROSS		ALONG	ACROSS	1
404.0	<b></b>	0.10.	3 70.	42.60.	0.05	0.01-
194.0	22.52A	-0.10L	3.76A	13.60A	-0.05L	0,01B
179.0	19.16A	-0.09L	2.97A	13.31A	-0.05L	0.01B
164.0	15.95A	-0.08L	2.24A	12.43A	-0.05L	0.01B
149.0	12.99A	-0.06L	1.63A	11.06A	-0.05L	0.018
145.2	12.30A	-0.06L	1.50A	10.79A	-0.05L	0.01в
130.3	9.73A	-0.05L	1.04A	9.54A	-0.05L	-0.01L
115.4	7.46A	-0.04L	0.69A	8.26A	~0.04L	-0.01L
100.5	5.52A	-0.03L	0.43A	6.99A	-0.04L	-0.01L
95.5	4.93A	-0.03L	0.36A	6.57A	-0.03L	0.01в
81.4	3.48Å	-0.02L	0.21A	5.37A	-0.03L	0.00в
67.3	2.31A	-0.01L	0.11A	4.23A	-0.02L	0.00в
			0.11A 0.05A	3.15A	-0.02L	0.00B
53.2	1.41A	-0.01L				
47.0	1.09A	-0.01L	0.04A	2.76A	-0.01L	0.00в
35.2	0.60A	0.00L	0.01A	2.01A	-0.01L	О.ООВ
23.5	0.26A	0.00L	0.00A	1.31A	-0.01L	0.00в
11.7	0.06A	0.00L	0.00A	0.64A	0.00L	0,00B
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
MAXIMUM	POLE FORCES C	ALCULATED(W.	r.t. to wi	na alrection)		
MAST	TOTAL	SHEAR.w.r.t		MOMENT.w.r.t	.WIND.DIR	TORSION
ELEV ft	AXĪAL kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-ki p
						ft-ki p
	kip	kip	ki p			ft-kip  0.00 в
ft	kip 2.15 AB	kip 2.94 P	kiр 0.00 в	ft-kip 0.01 E	ft-kip 0.01 B	0.00 в
ft	kip 2.15 AB 13.69 AB	kip 2.94 P 7.86 P	kiр 0.00 в 0.00 в	ft-kip 0.01 E -96.48 A	ft-kip 0.01 B 0.04 K	0.00 B 0.03 B
ft 194.0	kip 2.15 AB 13.69 AB	kip 2.94 P 7.86 P 7.87 L	kiр 0.00 в 0.00 в	ft-kip 0.01 E -96.48 A -96.49 A	ft-kip 0.01 B 0.04 K 0.03 K	0.00 B 0.03 B
ft 194.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF	kip 2.94 P 7.86 P 7.87 L 11.82 M	kip 0.00 B 0.00 B 0.00 Q 0.00 Q	0.01 E -96.48 A -96.49 A -288.00 A	ft-kip 0.01 B 0.04 K 0.03 K 0.12 B	0.00 в 0.03 в 0.03 в 0.09 к
ft 194.0 179.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF	2.94 P 7.86 P 7.87 L 11.82 M	0.00 B 0.00 Q 0.00 Q 0.00 Q	0.01 E -96.48 A -96.49 A -288.00 A	ft-kip 0.01 B 0.04 K 0.03 K 0.12 B 0.11 B	0.00 B 0.03 B 0.03 B 0.09 K
ft 194.0 179.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W	0.00 B 0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B
ft 194.0 179.0 164.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W	0.00 B 0.00 Q 0.00 Q 0.00 Q 0.01 E 0.01 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B
ft 194.0 179.0 164.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W	0.00 B 0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B
ft 194.0 179.0 164.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W	0.00 B 0.00 Q 0.00 Q 0.00 Q 0.01 E 0.01 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B
ft 194.0 179.0 164.0 149.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A	0.00 B 0.00 Q 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.19 B 0.21 B 0.19 B
ft 194.0 179.0 164.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A	0.00 B 0.00 Q 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E 0.14 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.47 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.19 B 0.21 B
ft 194.0 179.0 164.0 149.0 145.2	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD 34.86 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A	0.00 B 0.00 Q 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E 0.14 E -0.16 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -673.38 A -673.47 A -1029.06 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.19 B 0.21 B 0.19 B
ft 194.0 179.0 164.0 149.0	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD 34.86 AI 37.86 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E 0.14 E -0.16 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A -673.47 A -1029.06 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B
ft 194.0 179.0 164.0 149.0 145.2 130.3	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD 34.86 AI 37.86 AI 37.87 AI 41.20 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E 0.14 E -0.16 L -0.19 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.47 A -1029.06 A -1029.07 A	6t-kip  0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 2.50 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L
ft 194.0 179.0 164.0 149.0 145.2	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD 34.86 AI 37.86 AI 37.87 AI 41.20 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E -0.16 L -0.16 L -0.19 L -0.20 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A -673.47 A -1029.06 A -1029.07 A -1402.97 A	6t-kip  0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 2.50 L 5.30 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L
ft 194.0 179.0 164.0 149.0 145.2 130.3	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AI 37.86 AI 37.86 AI 41.20 AI 41.20 AI 44.86 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A 22.00 U 23.49 U	0.00 B 0.00 Q 0.00 Q 0.01 E 0.14 E 0.14 E -0.16 L -0.19 L -0.19 L -0.20 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A -673.47 A -1029.06 A -1029.07 A -1402.97 A -1402.97 A	6t-kip  0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 2.50 L 5.30 L 5.31 L 8.25 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L -0.95 L
ft 194.0 179.0 164.0 149.0 145.2 130.3	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD 34.86 AI 37.86 AI 41.20 AI 44.86 AI 44.86 AI 44.86 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A 22.00 U 23.49 U 23.48 U 24.01 U	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E -0.16 L -0.16 L -0.19 L -0.20 L -0.20 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A -673.47 A -1029.06 A -1029.07 A -1402.97 A -1402.97 A -1794.38 A -1794.25 A -1930.12 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 2.50 L 5.31 L 8.25 L 8.28 L 9.27 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L -1.36 L -1.36 L -1.49 L
ft 194.0 179.0 164.0 149.0 145.2 130.3 115.4	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AD 34.86 AD 34.86 AI 37.86 AI 37.87 AI 41.20 AI 44.86 AI 44.86 AI 44.86 AI 46.99 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A 22.00 U 23.49 U 23.49 U 24.05 U	0.00 B 0.00 Q 0.00 Q 0.01 E 0.14 E 0.14 E -0.16 L -0.19 L -0.20 L -0.20 L -0.20 L -0.22 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.47 A -1029.06 A -1029.07 A -1402.97 A -1794.38 A -1794.38 A -1794.25 A -1930.11 A	0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 2.50 L 5.31 L 8.25 L 8.28 L 9.27 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L -1.36 L -1.36 L -1.49 L
ft 194.0 179.0 164.0 149.0 145.2 130.3 115.4	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AI 37.86 AI 37.86 AI 41.20 AI 41.20 AI 44.86 AI 44.86 AI 46.99 AI 50.77 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A 22.00 U 23.49 U 24.01 U 24.05 U 25.57 U	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E 0.14 E -0.16 L -0.19 L -0.20 L -0.20 L -0.20 L -0.22 E -0.22 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.47 A -1029.06 A -1029.07 A -1402.97 A -1402.97 A -1794.25 A -1930.11 A -2325.38 A	6t-kip  0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 5.30 L 5.31 L 8.25 L 8.28 L 9.27 L 9.24 L 12.09 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L -1.36 L -1.36 L -1.49 L -1.49 L -1.49 L
ft 194.0 179.0 164.0 149.0 145.2 130.3 115.4 100.5	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AD 34.86 AI 37.86 AI 41.20 AI 41.20 AI 44.86 AI 44.86 AI 46.99 AI 50.77 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A 22.00 U 23.49 U 23.48 U 24.01 U 25.49 A	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E -0.16 L -0.19 L -0.20 L -0.20 L -0.20 L -0.22 E -0.22 E -0.16 L	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.38 A -673.47 A -1029.06 A -1029.07 A -1402.97 A -1402.97 A -1794.38 A -1794.25 A -1930.12 A -1930.11 A -2325.38 A	ft-kip  0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 2.50 L 5.31 L 8.25 L 8.28 L 9.27 L 9.24 L 12.09 L 12.09 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L -1.36 L -1.49 L -1.49 L -1.82 L
ft 194.0 179.0 164.0 149.0 145.2 130.3 115.4 100.5	2.15 AB 13.69 AB 13.69 AF 21.04 AF 26.45 AF 33.84 AF 33.84 AD 34.86 AI 37.86 AI 37.86 AI 41.20 AI 41.20 AI 44.86 AI 44.86 AI 46.99 AI 50.77 AI	2.94 P 7.86 P 7.87 L 11.82 M 14.81 W 18.84 W 18.99 A 19.29 A 19.37 U 20.61 U 20.54 A 21.91 A 22.00 U 23.49 U 24.01 U 24.05 U 25.57 U	0.00 B 0.00 Q 0.00 Q 0.01 E 0.01 E 0.14 E 0.14 E -0.16 L -0.19 L -0.20 L -0.20 L -0.20 L -0.22 E -0.22 E	0.01 E -96.48 A -96.49 A -288.00 A -288.00 A -586.93 A -586.94 A -673.47 A -1029.06 A -1029.07 A -1402.97 A -1402.97 A -1794.25 A -1930.11 A -2325.38 A	6t-kip  0.01 B 0.04 K 0.03 K 0.12 B 0.11 B 0.29 K -0.34 F -0.60 H 0.49 K 2.50 L 5.30 L 5.31 L 8.25 L 8.28 L 9.27 L 9.24 L 12.09 L	0.00 B 0.03 B 0.03 B 0.09 K 0.10 B 0.19 B 0.21 B 0.21 B 0.58 B 0.57 B -0.95 L -1.36 L -1.36 L -1.49 L -1.49 L -1.49 L

-0.16 к -3164.52 A

28.74 A

59.17 AI

16.47 L

2.24 в

53.2			1	7-5460-JDS	
33.2	59.17 AI	28.74 A	-0.19 L -3164.51 A	16.45 L	2.24 B
47.0	62.71 AI	29.49 A	-0.19 L -3359.80 A	17.60 L	2,32 В
47.0	62.71 AI	29.53 Ú	-0.17 I -3359.79 A	17.60 L	2.32 B
35.2	67.08 AI	30.91 U	-0.17 I -3735.97 A	19.36 L	2.42 B
33.2	67.08 AI	30.89 Ú	-0.18 I -3735.96 A	19.37 L	2.43 B
22.5	71.55 AI	32.28 U	-0.18 I -4122.70 A	21.11 L	2.50 в
23.5	71.55 AI	32.30 U	-0.17 I -4122.70 A	21.11 L	2.50 B
11 7	76.14 AI	33.76 U	-0.17 I -4520.28 A	22.80 L	2.54 B
11.7	76.14 AI	33.77 U	-0.17 I -4520.27 A	22.79 L	2.54 в
	80.85 AI	35.29 U	-0.17 I -4928.78 A	24.46 L	2.55 B
base reaction	80.85 AI	-35.29 U	0.17 I 4928.78 A	-24.46 L	-2.55 В

COMPLIANCE	WITH	4.8.2	&	4.5,4
	<u> </u>		<del></del>	

ÉLEV	<b>AXI</b> AL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
ft			TOROZONAL				712201121
194.00	0.00AB	0.00в	0.01p	0.00AI	YES	9.52A	45.2
179.00	0.01AB	0.23A	0.01P	0.24A	YES	11.69A	45.2
	0.01AF	Q.23A	0.01L	0.24A	YES	11.69A	45.2
164.00	0.02AF	0.50A	0.02м	0.51A	YES	13.86A	45.2
	0.02AF	0.50A	0.02w	0.51A	YES	13.86A	45.2
149.00	0.02AF	0.78A	0.03w	0.80A	YES	16.03A	45.2
	0.02AD	0.53A	0.02A	0.54A	YES	10.10A	45.2
145.25	0.02AD	0.57A	0.02A	0.58A	YES	10.46A	45.2
	0.02AI	0.59A	0.020	0.60A	YES	10.22A	45.2
130.33	0.02AI	0.72A	0.020	0.73A	YES	11.66A	45.2
	0.02AI	0.72A	0.02A	0.73A	YES	11.66A	45.2
115.42	0.01AI	0.79A	0.02A	0.80a	YES	13.10A	45.2
	0.01AI	0.79A	0,02ú	0.80A	YES	13.10A	45.2
100.50	0.01AI	0.84A	0.020	0.85A	YES	14.54A	45.2
	0.01AI	0.84A	0.02u	0.85A	YES	14.54A	45.2
05 50	0.02AI	0.85A	0.02ช	0.86A	YES	15.02A	45.2
<b>9</b> 5.50	0.02AI	0.89A	0.020	0.90A	YES	14.67A	45.2
81.42	0.02AI	0.91A	0.020	0.92A	YES	16.02A	45.2
	0.02AI	0.91A	0.02A	0.92A	YES	16.02A	45, 2
67.33	0.02AI	0.94A	0.02A	0.96A	YES	17.38A	45.2
	0.02AI	0.94A	0.02A	0.96A	YES	17.38A	45.2
53.25	0.02AI	0.97A	0.02A	0.98A	YES	18.74A	45.2
	0.01AI	0.80A	0.010	0.81A	YES	15.81A	45.2
47.00	0.01AI	0.81A	0.01u	0.82A	YES	16.33A	45.2
	0.01AI	0.83A	0.010	0.84A	YES	16.03A	45,2
35.25	0.01AI	0.84A	0.010	0.85A	YES	17.00A	45.2
	0.01AI	0.84A	0.010	0.85A	YES	17.00A	45.2
23.50	0. <b>01</b> AI	0.85A	<b>0.01</b> u	0.86A	YES	17.97A	45.2
	0. <b>01</b> AI	0.85A	0.010	0.86A	YES	17.97A	45.2
11.75	0.02AI	0.86A	0. <b>01</b> U	0.87A	YES	18.94A	45. <b>2</b>
	0.02AI	0.86A	0. <b>0</b> 1u	0. <b>87A</b>	YES	18.94A	45.2
	0. <b>02</b> AI	0.86A	0.01L	0.88A	YE5	19.91A	45.2

0.00

# MAXIMUM LOADS DNTD FOUNDATION(w.r.t. wind direction)

DOWN	SHEAR.w.r.t. ALDNG	WIND.DIR ACROSS	MOMENT.w.r.t	.WIND.DIR ACROSS	TORSION
kip	kip	kip	ft-kip	ft-kip	ft-kip
80,85 AI	35.29 U	-0.17 I	-4928.78 A	24.46 L	2.55 B

(USA 222-G) - Monopole Spatial Analysis

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Sabre Towers and Poles

on: 1 feb 2017 at: 14:49:19

195' Monopole / Early Diaz, NC

LOADING CONDITION A

60 mph wind with no ice. Wind Azimuth: 00

# LOADS ON PDLE

LOAD TYPE	ELEV ft	APPLYLO/ RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	MOME VERTICAL ft~kip	NTS TORSNAL ft-kip
טטטטטטטטטטט	194.000 192.000 192.000 184.000 174.000 164.000 164.000 154.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.7300 0.0000 0.2603 0.0000 0.7481 0.0000 0.7455 0.0000 0.7425 0.0000 0.7391	0.9963 1.7971 1.4100 1.7222 1.9393 1.6286 1.9393 1.5350 1.9393 1.4414 1.9393	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0,0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
000000000000000000000000000000000000000	194.000 149.000 149.000 145.250 130.333 130.333 115.417 100.500 95.500 95.500 81.417 67.333 67.333 53.250 47.000 47.000 47.000 35.250 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0139 0.0186 0.0200 0.0210 0.0211 0.0231 0.0251 0.0251 0.0263 0.0263 0.0263 0.0269 0.0283 0.0283 0.0298 0.0298 0.0298	0.0468 0.0632 0.1688 0.1081 0.1081 0.1203 0.1326 0.1326 0.1326 0.2789 0.1460 0.1576 0.1576 0.1691 0.3812 0.2123 0.2123 0.2123 0.2462	0.0000 0.0000	0.0000 0.0000

MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

.....DEFLECTIONS (ft)..........
HORIZONTAL ..... DOWN ......ROTATIONS (deg)......
TILT ...... TWIST MAST ELEV DOWN

<sup>\*</sup> Only 1 condition(s) shown in full \* RRUS/TMAS were assumed to be behind antennas

ft	ALONG	ACROSS		17-5 ALONG	3460-JDS ACROSS	
194.0	5.78ĸ	0.02κ	0.25ĸ	3.42K	0. <b>01</b> K	0. <b>0</b> 0E
179.0	4,90K	0.02K	0.19K	3.34K	о.оік	0.00E
164.0	4.05K	0.02κ	0.15ĸ	3.11K	0.01K	0.00E
149.0	3.28K	0.02K	0.11K	2.76K	0.01K	0.00E
145.2	3.10ĸ	0.01K	0.10K	2.69K	0,01K	0.00E
130.3	2.44K	0.01k	0.07K	2.38ĸ	0.01ĸ	0.00E
115.4	1.87K	0.01ĸ	0.05K	2.05к	0.01K	0.00E
100.5	1.38K	0.01ĸ	0.03ĸ	1.74K	0.01K	0.00E
95.5	1.23K	0.01ĸ	0.02K	1.63K	0. <b>01</b> K	0.00E
81.4	0.87к	0.00K	0.01K	1.33K	0. <b>01</b> K	0.00E
67.3	0.57κ	0.00K	0.01κ	1.05K	0. <b>01</b> K	0.00E
53.2	0.35к	0.00k	0.00k	0.78K	0.00K	0.00E
47.0	0.27K	0. <b>00</b> K	0.00ĸ	0.68ĸ	0.00ĸ	0.00E
35.2	0.15K	0.00к	0.00K	0.50k	0.00k	0.00E
23.5	0.07K	0.00K	0.00K	0.32K	0.00k	0.00E
11.7	0.02ĸ	0.00k	0.00K	0.16к	0.00k	0.00E
0.0	0.00A	0.00A	0.00A	Q.00A	0.00A	0.00A
MAXIMUM	POLE FORCES O	ALCULATED(w.r	t. to wil	nd direction)		
MACT	TOTAL	SHEAR.W.r.t.	MIND DID	MOMENT.w.r.t	WITHID DTD	TORSION
MAST ELEV ft	TOTAL AXIAL <b>k</b> ip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
104.0						
194.0	1.00 D	0.73 C	0.00 L	0.00 c	0.00 L	0.00 L
179.0	8.61 D	1.96 C	0.00 L	-24.37 K	-0.01 K	0.00 K
1/3.0	8.61 A	1.96 I	0.00 в	-24.37 K	-0.01 K	0.00 K
164.0	13.00 A	2.95 I	0.00 в	-72.51 K	-0. <b>0</b> 4 к	-0.01 K
104.0	16.47 E	3.69 A	0.00 н	-72.51 K	-0.04 K	-0.01 K
149,0	20.76 E	4.70 A	0.00 н	-147.26 к	-0.08 к	-0.02 K
_,_,	20.76 D	4.74 D	0.02 C	-147.24 C	-0.09 K	-0.02 K
145.2	21.40 д	4.82 D	0.02 C	-168.74 F	-0.12 к	-0.02 K
_,	21.40 H	4.79 E	0.04 F	-168.75 F	-0.14 K	-0.02 K
130.3	23.01 н	<b></b>	0.04 F		-0.72 к	0.03 E
	23.01 K	5.12 E	0.03 K	-256.95 к	-0.72 K	0.03 E
115.4	24.81 K	5.46 E	0.03 K			0.05 E
				-349.37 E	-1.25 к	
100.5	24.81 K	5.46 E	0.03 к	-349,36 E	-1.25 K	0.05 E
	26.79 к	5.46 E 5.83 E	0.03 к 0.03 к	-349.36 E -446.10 E	-1.25 к -1.78 к	0.06 E
	26.79 K 26.79 K	5.46 E 5.83 E 5.83 D	0.03 K 0.03 K 0.04 I	-349.36 E -446.10 E -446.12 E	-1.25 к -1.78 к -1.79 к	0.06 E 0.07 E
95.5	26.79 K 26.79 K 28.18 K	5.46 E 5.83 E 5.83 D 5.96 D	0.03 K 0.03 K 0.04 I 0.04 I	-349.36 E -446.10 E -446.12 E -479.52 E	-1.25 K -1.78 K -1.79 K -1.95 K	0.06 E 0.07 E 0.07 E
95.5	26.79 K 26.79 K 28.18 K 28.18 K	5.46 E 5.83 E 5.83 D 5.96 D	0.03 K 0.03 K 0.04 I 0.04 I	-349.36 E -446.10 E -446.12 E -479.52 E	-1.25 K -1.78 K -1.79 K -1.95 K	0.06 E 0.07 E 0.07 E
95.5 81.4	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K	0.03 K 0.03 K 0.04 I 0.04 I 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K	0.06 E 0.07 E 0.07 E 0.07 E 0.08 E
	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K	0.03 K 0.03 K 0.04 I 0.04 I 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K	0.06 E 0.07 E 0.07 E 0.07 E 0.08 E
	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K 30.24 K 32.45 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K 6.35 K	0.03 K 0.03 K 0.04 I 0.04 I 0.04 K 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K -576.82 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K -2.55 K	0.06 E 0.07 E 0.07 E 0.07 E 0.08 E 0.08 E
81.4	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K 30.24 K 32.45 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K 6.35 K 6.75 K	0.03 K 0.03 K 0.04 I 0.04 I 0.04 K 0.04 K 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K -576.82 K -678.13 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K -2.55 K -3.21 K	0.06 E 0.07 E 0.07 E 0.08 E 0.08 E 0.09 E
81.4	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K 30.24 K 32.45 K 32.45 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K 6.35 K 6.75 K	0.03 K 0.03 K 0.04 I 0.04 I 0.04 K 0.04 K 0.04 K 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K -576.82 K -678.13 K -678.13 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K -2.55 K -3.21 K -3.21 K -3.85 K	0.06 E 0.07 E 0.07 E 0.08 E 0.08 E 0.09 E 0.09 E 0.10 E
81.4 67.3	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K 30.24 K 32.45 K 32.45 K 34.84 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K 6.35 K 6.75 K 6.74 K 7.16 K	0.03 K 0.03 K 0.04 I 0.04 T 0.04 K 0.04 K 0.04 K 0.04 K 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K -576.82 K -678.13 K -678.13 K -783.54 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K -2.55 K -3.21 K -3.85 K	0.06 E 0.07 E 0.07 E 0.08 E 0.08 E 0.09 E 0.09 E 0.10 E
81.4 67.3	26.79 K 26.79 K 28.18 K 28.18 K 30.24 K 30.24 K 32.45 K 32.45 K	5.46 E 5.83 E 5.83 D 5.96 D 5.97 K 6.35 K 6.35 K 6.75 K	0.03 K 0.03 K 0.04 I 0.04 I 0.04 K 0.04 K 0.04 K 0.04 K 0.04 K	-349.36 E -446.10 E -446.12 E -479.52 E -479.52 E -576.82 K -576.82 K -678.13 K -678.13 K	-1.25 K -1.78 K -1.79 K -1.95 K -1.95 K -2.55 K -2.55 K -3.21 K -3.21 K -3.85 K	0.06 E 0.07 E 0.07 E 0.08 E 0.08 E 0.09 E 0.09 E 0.10 E

			17-	5460-JDS	
	39.71 K	7.69 K	0.04 к -924.72 к	-4.61 K	0.10 E
35.2	39.71 K	7.69 K	0.04 к -924.72 к	-4.61 K	0.10 E
23.5	42.38 K	8.04 K	0.04 к -1020.55 к	-5.07 K	0.10 E
23.3	42.38 K	8.04 K	0.04 K -1020.54 K	-5.07 к	0.10 E
11.7	45.14 K	8.40 K	0.04 к -1119.25 к	-5.54 K	0.11 E
11.7	45.14 K	8.40 K	0.04 к -1119.25 к	-5.54 K	0.11 E
	47.99 K	8.78 K	0.04 к -1220.91 к	-6.01 K	0.11 E
base reaction	47.99 K	-8.78 к	-0.04 к 1220.91 к	6.01 K	-0.11 E

#### **COMPLIANCE WITH 4.8.2 & 4.5.4**

ELEV	AXÍAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
ft			TORSTONAL				ALLONIO
194.00	0.00p	0.00c	0.00c	0.00c	YES	9.52A	45.2
179.00	0.01p	0.06к	0.00c	0.06ĸ	YES	11.69A	45.2
	0.01A	0.06k	100.0	0.06к	YES	11.69A	45.2
	0.01A	0.13ĸ	0.001	0.14K	YES	13,86A	45.2
164.00	0.01E	0.13K	0.01A	о14к	YES	13.86A	45.2
	0.01E	0.20k	0.01A	0.21K	YES	16.03A	45.2
149.00	0. <b>01</b> D	0.13c	0.00b	0.14c	YES	10.10A	45.2
	0.01p	0.14F	0.000	0.15F	YES	10.46A	45.2
145.25	0.01H	0.15F	0.00E	0.16F	YES	10.22A	45.2
	0.01н	0.18ĸ	0.00E	0.19ĸ	YES	11.66A	45,2
130.33	0.01k	0.18ĸ	0.00E	0. <b>19</b> K	YES	11.66A	45.2
4 40	0.01K	0.20E	0.00E	0.21E	YES	13.10A	45.2
115.42	0.01K	0.20E	0.00E	0.21E	YES	13.10A	45.2
700 F0	0. <b>01</b> K	0.21E	0.00€	0.22E	YES	14.54A	45.2
100.50	0.01k	0.21E	0.00D	0.22E	YES	14.54A	45.2
95.50	0.01K	0.21E	0.00D	0.22κ	YES	15.02A	45.2
	0. <b>01</b> K	0.22E	0.00ĸ	0.23E	YES	14.67A	45.2
01 43	0.01ĸ	0.23K	0.00κ	0.24K	YES	16.02A	45.2
81.42	0. <b>01</b> K	0.23k	0.00K	0.24K	YES	16.02A	45.2
67.33	0.01ĸ	0.23ĸ	0.00κ	0.24K	YES	17.38A	45.2
	0.01K	0.23ĸ	0.00k	0.24k	YES	17.38A	45.2
53.25	0. <b>01</b> K	0.24K	0.00K	0.25K	YES	18.74A	45.2
33.23	0.01ĸ	0.20k	0.00ĸ	0.21K	YES	15,81A	45.2
47.00	0.01K	0.20K	0.00K	0.21K	YES	16.33A	45.2
47.00	0.01K	0.21ĸ	0.00K	0.21K	YES	16.03A	45.2
35.25	0. <b>01</b> K	0.21κ	0.00κ	0.22K	YES	17.00A	45.2
	0.01ĸ	0.21K	0.00ĸ	0.22K	YES	17.00A	45.2
23.50	0. <b>01</b> K	0.21K	0.00K	0.22ĸ	YES	17.97A	45.2
0	0.01ĸ	0.21ĸ	0.00k	0.22K	YES	17.97A	45.2
11.75	0.01K	0.21K	0.00κ	0.22K	YES	18.94A	45.2
	0. <b>01</b> K	0.21K	0.00k	0.22к	YES	18.94A	45.2
0.00	0.01K	0.21K	0.00K	0.22к	YES	19.91A	45.2
0.00							

MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)

kip kip kip ft-kip ft-kip ft-kip
47.99 8.78 0.04 -1220.91 -6.01 0.11
K K K K K K

.

:

ya.... 4



SO#: 17-5460-JDS

Site Name: Early Diaz, NC

Date: 2/2/2017

(per 4.9.9)

# Round Base Plate and Anchor Rods, per ANSI/TIA 222-G

# Pole Data

Diameter: 53,770 in (flat to flat)

Thickness: 0.4375 in Yield (Fy): 65 ksi

# of Sides: 18 "0" IF Round

Strength (Fu): 80 ksi

# **Reactions**

Moment, Mu: 4928.78 ft-kips Axial, Pu: 57.65 kips Shear, Vu: 35.23 kips

# **Anchor Rod Data**

Quantity: 16
Diameter: 2,25 in Anchor Rod Results

Rod Material: A615

 Strength (Fu):
 100 ksi
 Maximum Rod (Pu+ Vu/η):
 252.4 Kips

 Yield (Fy):
 75 ksi
 Allowable Φ\*Rnt:
 260.0 Kips

BC Diam. (in): 60.5 BC Override: Anchor Rod Interaction Ratio: 97.1% Pass

Plate Data

Base Plate Results

Diameter (in): 66.25 Dia. Override:

Thickness: 2.25 in Base Plate (Mu/Z): 38.6 ksi

Yield (Fy): 50 ksi Allowable Φ\*Fy: 45.0 ksi (per AISC)

Eff Width/Rod: 10.67 in Base Plate Interaction Ratio: 85.8% Pass

Drain Hole: 2.625 in. diameter

Drain Location: 24.75 in. center of pole to center of drain hole

Center Hole: 41.5 in. diameter



February 6, 2017

BEACON TOWERS LLC 3519 STOCKTON DRIVE MOUNT PLEASANT, SC 29466

Attn:

Martin Deputy

(843) 324-9731

Dear Mr. Deputy:

Per your recent request, please find following our quotation for a 195' Sabre Monopole.

If you have any questions or require further information, please feel free to contact me at (800) 369-6690, ext. 11682.

Sincerely,

SABRE COMMUNICATIONS

Josh Schlesser

Southeast Sales Manager

Enclosure: Per Above

JDS: kl



### **PROPOSAL**

Prepared for:

BEACON TOWERS LLC

3519 STOCKTON DRIVE

MOUNT PLEASANT, SC 29466 Attn: Martin Deputy Proposal No.: 17-5460-JDS

Date: 2/6/2017

2/6/2017 Page 1 195' Monopole/Early Diaz, NC of 4

Reference: 195' M Freight: Origin

# SABRE MONOPOLE

Quantity of one (1) Sabre Monopole. The monopole has an overall height of 195'. The overall height of this monopole includes the foundation projection.

The monopole will be eighteen-sided and tapered in design with a top diameter of 16" and a base diameter of 53.77".

The monopole will be designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, and a crest height of 330'.

#### Revision G Parameters:

- Structure Class II
- Exposure Category B
- Topographic Category 2

The monopole will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME YES NO	ELEVATION C.O.R.	TX, LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT	MOUNT PROVIDED YES NO
1	(9) SBNHH-1D65B	Х	195'	(9) 1 <b>5/</b> 8"	N/A	Unknown	12' H.C. Platform with Collar Mount	х
2	(9) RRH	X	195'	N/A	N/A	Unknown	Same as above	X
3	(9) SBNHH-1D65B	х	1851	(9) 1 5/8"	N/A	Unknown	Three (3) 10' T-Arms with 3' Standoff with Collar Mount	X
4	(9) RRH	Х	185'	N/A	:N/A	Unknown	Same as above	X
5	(9) SBNHH-1D65B	х	175'	(9) 1 5/8"	N/A	Unknown	Three (3) 10' T-Arms with 3' Standoff with Collar Mount	х
6	(9) RRH	Х	175'	N/A	N/A	Unknown	Same as above	X_
7	(9) SBNHH-1D65B	х	165'	(9) 1 5/8"	N/A	Unknown	Three (3) 10' T-Arms with 3' Standoff with Collar Mount	Х
8	(9) RRH	X	165'	N/A	N/A	Unknown	Same as above	X
9	(9) SBNHH-1D65B	x	155'	(9) 1 5/8"	N/A	Unknown	Three (3) 10' T-Arms with 3' Standoff with Collar Mount	Х
10	(9) RRH	X	155'	N/A	N/A	Unknown	Same as above	X

Note: This monopole has been designed for a fall radius less than 50 feet.

<sup>\*\*</sup>Refer to Notes section for definitions of Revision G parameters.



#### PROPOSAL

Prepared for:

BEACON TOWERS LLC

3519 STOCKTON DRIVE

**MOUNT PLEASANT, SC 29466** 

Attn: Martin Deputy

Proposal No.: 17-5460-JDS

Date:

2/6/2017

Page 2

of 4

Reference:

195' Monopole/Early Diaz, NC

Freight:

Origin

ITEM I

# MONOPOLE MATERIALS \$43,391.00

Materials to be provided include:

Complete monopole steel and hardware

Anchor bolts and templates, (16) bolts 84" long

Step Bolts

Fifteen (15) 6" x 12" access ports with J hooks (see notes)

Four (4) 10.5" x 25.5" access ports (see notes)

200' Safety Climb without harness

One (1) 4' x 5/8" lightning rod copper clad P.E. certified profile drawings (see notes)

P.E. certified foundation design (see notes)

Final erection drawings

ONOPOLE FREIGHT TO POLK COUNTY, NC.......\$ 2,479.00

ANCHOR BOLT FREIGHT TO POLK COUNTY, NC .....\$

430.00

#### NOTES:

Terms will be reviewed upon receipt of order.

#### Classification of Structure:

Class Two

Structures used for services that may be provided by other means such as: commercial wireless communications, television and radio broadcasting, cellular, PCS, CATV, and microwave communications. Class two is the standard default for structure classification.

# **Exposure Category:**

Exposure B

Urban and suburban areas, wooded areas, or other terrain with numerous closely spaced obstructions have the size of a single family dwelling or larger. Use of this exposure shall be limited to those areas for which terrain representative of exposure B surrounds the structure in all directions for a minimum of 2,600 feet or twenty times the height of the structure, whichever is greater.

### Topographic Category:

Category 2

Structures located at or near the crest of an escarpment. Wind speed up shall be considered to occur in all directions. Structures located on the lower half of an escarpment or beyond 8 times the height of the escarpment from its crest, shall be permitted to be considered at Topographic category 1.

This quotation is based on ANSI/TIA-222-G and Customer provided specifications. Any information not provided by ANSI/TIA-222-G or the Customer has not been considered.



# **PROPOSAL**

Prepared for:

BEACON TOWERS LLC

3519 STOCKTON DRIVE

MOUNT PLEASANT, SC 29466

Attn: Martin Deputy

Proposal No.: 17-5460-JDS

Date:

2/6/2017

Page 4

of 4

Reference:

195' Monopole/Early Diaz, NC

Freight:

Origin

Prices are valid for 30 days.

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery will be approximately 6 wee at the time of order.	ks after receipt of required information and contingent upon backlog				
This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Communications.					
Submitted By: Sabre Communications Corporation	Acceptance of Customer:				
Josh Schlesser	Please enter our order for the above items in accordance with this proposal.				
Southeast Sales Manager	Signature				
	Name (print)				
	Title Date				
	Purchase Order No.				

#### SABRE COMMUNICATIONS CORPORATION TOWERS, ACCESSORIES AND MODIFICATION MATERIALS STANDARD TERMS AND CONDITIONS

- OVERVIEW: The written offer to the customer named ("Customer") in the written proposal ("Proposal") by Sabre Communications Corporation ("Sabre") that describes the products ("Products") and/or Services ("Services") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("Standard Terms and Conditions") stated herein and are valid for acceptance by Customer In writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE. The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("Agreement"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.
- 2. PAYMENT: If Sabre extends credit to Customer, payment is due not thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer, Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.
- 3. <u>DELIVERY</u>: All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.
- 4. SHIPMENT: Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (4B) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed hore than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.
- 5. STORAGE: If Customer declines to accept shipment of the Products Immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.
- 6. CHANGE ORDERS: Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "Change Order"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will involce Customer for such changes.
- 7. TOWER MODIFICATION PRODUCTS AND/OR SERVICES: If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.
- 8. PRODUCT RETURNS: Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("RMA") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.
- 9. <u>DELAYS</u>: Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Gustomer, labor difficulties, fire, accident, act of the public enemy, war, public dieturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiclary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.
- 10. EXCLUSIVE WARRANTIES AND REMEDIES: Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense:

  (i) Sabre shall correct any material defect; (ii) Sebre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (I) Sabre shall correct such Services within thirty (30) days of the prformance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

- 11. LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING, IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.
- 12. Customer PRODUCT SELECTION AND USE RESPONSIBILITIES: Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, Installation or dealings with the Products or the fallure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.
- 13. INDEMNIFICATION: To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "Indemnitees") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "Liabilities") proximately caused by the party from which indemnification is sought ("Indemnitor") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.
- 14. <u>CONFIDENTIALITY</u>; The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is possidered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.
- INFRINGEMENT: Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend with Sabre's plans, drawings, specification or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend with Sabre shell, any Products or the Services and reasonable attorney's fees finally awarded against Customer resulting from any claim that Customer: (a) gives Sabre or the Services performed by Sabre or the works or created as a result of the Services infringe any of the investigation and provided that Customer: (a) gives Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services infringement or opening any such infringements caused in whole or in part by Customer, defense of the Services so that they become non-infringing, or life the Services of the three of the Products or works found to be Infringement. Customer may fully participate in the defense of sabre with the same warranty and defense of sabre and expense, claims of Infringement with respect to any claim or action for infringeme
- 16. <u>SABRE'S DRAWINGS & MATERIALS</u>: Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.
- 17. <u>LIGHTING REQUIREMENTS</u>: Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompilance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.
- 18. <u>EXCLUSIONS FROM PROPOSAL PRICE</u>: Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

- 19. PHOTOGRAPHS: Sabre at all times reserves the right to take pictures of any or all of its Products after Installation for advertising purposes, except those which are under classified government control.
- SABRE'S EMPLOYEES: Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.
- 21. <u>INDEPENDENT CONTRACTORS</u>: The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.
- NOTICES: All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.
- 23. <u>WAIVER</u>: Any waiver of any breach of this Agreement shall πot be effective unless set forth in a writing signed by an officer of the waiving party.
- 24. <u>SURVIVAL</u>: The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
- 25. <u>DISPUTES</u>: The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("<u>Dispute</u>"), which the parties are not able to resolve, shall be resolved as follows:
- a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accures. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty 30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to have the fees and expenses of mediation equally.
- b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed altorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its Interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the non-disclosing party's receipt of the aforementioned written notice. The p
- 26. SEVERABILITY: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
- 27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
- 28. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and honditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.



March 27, 2017

Mr. Martin Deputy Beacon Towers, LLC P.O. Box 685 Mount Pleasant, SC 29465

RE: Proposed 195' Sabre Monopole for Early Diaz, NC

Dear Mr. Deputy,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 90 mph with no ice and 30 mph with 3/4" radial ice, Structure Class II, Exposure Category B and Topographic Category 2 with a Crest Height of 330', in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the 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 Towers & Poles.* The fall radius for the monopole design described above is less than 50 feet.

Sincerely,

Robert E. Beacom, P.E., S.E. Senior Design Engineer



**Purpose of Filing** 

Approved by OMD – 3060-0139
See instructions for public burden estimate

# Application for Antenna Structure Registration

1) Enter the application purpose: ( NE.)  AM – Amendment of a Pending Application		<b>NE</b> – Registration of a New Anter	nna Structure
AU – Administrative Update	NT – Required Construction/Alter	ration Notification	
CA - Cancellation of an Antenna Structure Registrat		OC - Ownership Change	<b>.</b>
DI - Notification of an Antenna Structure Dismantlen		RE – Registration of a Replacem	
DU - Request for a Duplicate Antenna Structure Reg	gistration	WD – Withdrawal of a Pending A	pplication
MD - Modification of a Antenna Structure Registration	on Service		
	SPEAN VEN		
2a) If the answer to 1 is AU, CA, DI, DU, MD, NT, CRegistration (ASR) Number.			FCC ASR Number:
2b) If the answer to 1 is AM or WD, provide the File			File Number:
2c) If the answer to 1 is MD or NT, provide the date was last altered (mm/dd/yyyy).	the Antenna Str	ucture was constructed or the date it	Date:
2d) If the answer to 1 is DI, provide the date the Ant	was dismantled (mm/dd/yyyy).	Date:	
Antenna Structure Ownership Information			
		A STATE OF THE PARTY OF THE PAR	
3) Select one of the entity types:			
( ) Individual ( ) Unincorporated Ass	ociation (	) Trust ( ) Go	overnment Entity
( ) Corporation ( <b>X</b> ) Limited Liability Con			mited Partnership
( ) Consortium ( ) Limited Liability Part	nership (	) Other:	
4) FCC Registration Number (FRN): 0021998927		5) Assignor FCC Registration Numbe	r (FRN):
6) First Name (if individual):	MI:	Last Name:	Suffix:
Legal Entity Name (if not an individual):     Beacon Towers-VA			
8) Attention To: Martin Deputy		9) P.O. Box: P.O. Box 685	And/Or
10a) Street Address 1:	10b) Street A	Address 2:	
11) City: Mt Pleasant	12) State: SC	13) Zip Code: 29465	
14) Telephone Number (xxx-xxx-xxxx): (843) 324-9731		15) Fax Number: (xxx-xxx-xxxx):	
16) E-mail Address:			
martindeputy55@gmail.com			

Contact Representative Information				
17) First Name (if individual): Martin	MI:	Last Name: Deputy		Suffix: Bea
(8) Business Name: Beacon Towers-VA	I			
19) Attention To: Martin Deputy	20) P.O. Box 6			And/Or
21a) Street Address 1:		21b) Street Address 2:		•
22) City: Mt Pleasant	23) State: SC	24) Zip Code: 29465		
25) Telephone Number (xxx-xxx-xxxx): (843) 324-9731		26) Fax Number: (xxx-	-xxx-xxxx):	
27) E-mail Address: martindeputy55@gmail.com				
Antenna Structure Information				
28a) Latitude (DD-MM-SS.S):		28b) North or South: North		
29a) Longitude (DDD-MM-SS.S): 082- 17- 04.9		29b) East or West: <b>Wes</b> t		
30) Street Address or Geographic Location Early Road	:	31) City: Saluda		
32) County:	33) State		34) Zip Code: 28722	
POLK	NORTH CAROL	INA	20,22	
35) Elevation of site above mean sea level	(meters):			<b>602.0</b> meters
فُوْ) Overall height above ground level (AGL	_) of the supporting stru	ucture without appurtenance	es:	59.4 meters
37) Overall height above ground level (AGI	L) of the antenna struct	ure including all appurtenar	nces:	60.7 meters
38) Overall height above mean sea level (a	add items 35 and 37 tog	gether):		662.7 meters
39a) Enter the type of structure on which the	ne antenna will be mou	nted: (MTOWER)		
B – Building BANT – Building with Antenna on Top BMAST – Building with Mast BPIPE – Building with Pipe BPOLE – Building with Pole BRIDG – Bridge BTWR – Building with Tower GTOWER – Guyed Structure Used For Cor LTOWER – Lattice Tower MAST – Mast	mmunication Purposes	TANK – Any type of TREE – When used	ole Array ipe Pole ope of Rig Sign or Billboard illo ack Tank (water, gas, as a support for a	n antenna
MTOWER – Monopole NNGTANN – Guyed Tower Array		UPOLE Utility Pole (electric, t	elephone, etc.)	ONIGE SCINICE
39b) Number of Towers in Array:		39c) Position of this Tow	er in the Array:	
40a) Array Center Latitude (DD-MM-SS.S)	:	40b) North or South		
41a) Array Centér Longitude (DDD-MM-SS	S.S):	41b) East or West:		

Dropood Marking and/or Lighting						
Proposed Marking and/or Lighting  42) Enter the proposed marking and/or lighting.	: (1)	<u></u>				
See Form 854 Item 42 Instructions for deta	ailed tier and lighting information.					
2) Paint Only 5) FA	AA Style B 7) FAA Style E 8) FAA Style F					
3) Other 6) FA	A Style C 9) FAA Style A 10) FAA Style G	den .				
FAA Notification						
43) FAA Study Number: 2017-ASC-1844-OE	44) Date Issued: 02/23/2017					
Environmental Compliance	<u></u>					
45) Does the applicant request a waiver of the construction due to an emergency situation	Commission's rules for environmental notice prior to	(No ) Yes or No				
46a) If the answer to 45 is No, is another federathe the Antenna Structure?	al agency taking responsibility for environmental review of	(No) Yes or No				
46b) If the answer to 46a is Yes, indicate why:		( ) 1 or 2				
environmental review of the Antenna Struc	environmental review of the Antenna Structure					
Another federal agency has agreed with the review of the Antenna Structure.	ne FCC in Writing to take responsibility for the environmental					
46c) If the answer to 46a is Yes, provide the na environmental review of the Antenna Stru	arne of the federal agency taking responsibility for the acture.	Name:				
37) If the answers to 45 and 46a are No, provide posted on the FCC's website (mm/dd/yyyy)	de the National Notice Date for the application to be	Date: 08/01/2017				
48) Is the applicant submitting an environmenta	al assessment?	( No ) Yes or No				
49) Does the applicant certify that grant of Auth environmental effect pursuant to Section 1.	norizations at this location would not have a significant 1307 of the FCC's rules?	( ) Yes or No				
50) If the answer to 49 is Yes, select the basis	for this certification.	( ) 1, 2, 3, 4				
The construction is exempt from environm and it does not fall within one of the categ	ental notification (other than due to another agency's review) ories in Section 1.1307(a) or (b) of the FCC's rules?					
The construction is exempt from environm other agency has issued a Finding of No S	ental notification due to another agency's review, and the Significant Impact.					
Environmental Assessment is not required	ompleted, and the FCC has notified the applicant that an lunder Section 1.1307(c) or (d) of the FCC's rules, and the categories in Section 1.1307(a) or (b) of the FCC's rules.	ad Mari				
4) The FCC has issued a Finding of No Signi	ificant Impact.					
51) If the answer to 50 is 3 or 4, enter the date	that Local Notice was provided (mm/dd/yyyy).	Date:				

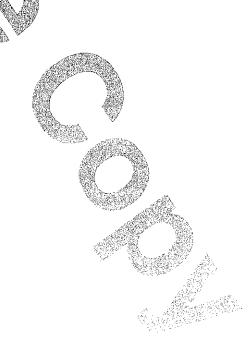
#### **Certification Statements**

- 1) The applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.
- The applicant certifies that neither the applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification

Signature (Typed or Printed Name of Party Authorized to Sign)

~.9	icitato (Typod	OI REALING	a manue of Fairy Au	crocizou to oigil)		
52)	First Name:	Vy.		MI:	Last Name:	Suffix:
	Martin	. 9	#500 (*Carter #500)		Deputy	
53)	Title:			<u> </u>		
	Member					
54)	Signature:					55) Date:
	Martin D	eputy		Para.		Ápr 06, 2017

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)). AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).





April 14, 2017

Polk County Planning and Zoning Department 35 Walker Street Columbus, NC 28722 Attn: Cathy Ruth, County Planner

Re: Beacon Towers - Site Name: Earley Diaz - Telecommunications
Facility Application - Tower Removal Letter

To Whom It May Concern:

Please accept the signed statement below as confirming Section 401(1) of the Polk County Wireless Telecommunications Ordinance:

Beacon Towers, its successors and assigns, provide this statement declaring itself, it's successors and assigns of being financially responsible to ensure the proposed wireless communications facility, when it is no longer being operated or used for a period of twelve (12) consecutive months, is reclaimed within sixty (60) days of receipt from Polk County notifying the owner of such abandonment. In the event that the owner of the wireless support structure fails to reclaim the wireless support structure within sixty (60) days, the owner of the wireless support structure shall be required to remove the same within six (6) months thereafter.

Please contact me should you have any questions.

Very truly yours, Beacon Towers-VA, LLC

Martin Deputy

Managing Director

te Name: \_\_Farly

This PCS Site Agreement ("Agreement") is entered into as of by Beacon Towers-VA LLC, a South Carolina Limited Liability Company ("BT") an Ronald William Diaz and wife, Leisha Diaz, ("Owner"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner leases and demises to BT, the site described below: [Check appropriate box (es)]

X Land consisting of approximately 10,000 square feet upon which BT will construct its equipment base station and antenna structure;

☐Building interior space consisting of approximately \_\_\_\_\_\_square feet;

Building exterior space for attachment of antennas;

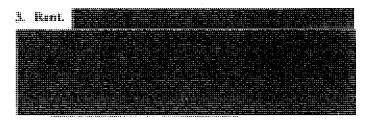
Building exterior space for placement of base station equipment;

□Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_

foot level on the Tower.

X Space required for cable runs to connect PCS equipment and antennas, in location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of BT, source of electric and telephone facilities. The Site will be used by BT for the purpose of installing, removing, replacing, nodifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, related fixtures and if applicable to the Site, and antenna structure. BT will use the Site in a manner which will not unreasonably disturb the occupancy of the Owner's other tenants. BT will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years commencing on the date ("Commencement Date") both BT and Owner have executed this Agreement. This Agreement will be automatically renewed for five additional terms (each a "Renewal Term") of (5) years each, unless BT provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.



4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BT its successors, affiliates, and related parties and its authorized contractors are entitled to access to the Site at all times and to the quiet

possession of the Site throughout the Initial Term and each Renewal Term so long as BT is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

- 5. Assignment/Subletting. Tenant shall have the right to sublease or assign its rights under this Agreement without notice or consent of Owner.
- 6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery.

  Notices to BT are to be sent to:

Beacon Towers-VA, LLC PO Box 685 Mt Pleasant SC 29465

Notices to Owner must be sent to the address shown underneath Owner's signature.

- 7. Improvements. BT may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with BT with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, BT may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
- 8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BT will substantially comply with all applicable laws relating to its possession and use of the Site.
- 9. Interference. BT will resolve technical interference problems with other equipment located at the Site on Commencement Date or any equipment that becomes attached to the Site at any future date when BT desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with BT then existing equipment or (b) encroaches onto the Site.
- 10. Utilities. BT will pay for all utilities used by it at the Site. Owner will cooperate with BT in BT's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
- 11. Termination. BT may terminate this Agreement at any time by notice to Owner without further liability if BT does not obtain all permits or other approvals (collectively.



"approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is cancelled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if BT, for any reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

- 12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following the receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default with such 30-day period and proceeds with due diligence to fully cure the lefault.
- 13. Indemnity. Owner and BT each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
- 14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BT will not introduce or use any such substance on the Site in violation of any applicable law.
- 15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to BT from the holder of any such mortgage or deed of trust.
- 16. Taxes. BT will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site.

  BT will pay to Owner any increase in real property taxes

BT will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by BT within 60 days after receipt of satisfactory documentation

indicating calculation of BT's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of the Owner of which the Site is a part.

- 17. Insurance. BT will produce and maintain commercial liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.
- 18. Maintenance. BT will be responsible for repairing and maintaining the PCS system and any other improvements installed by BT at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse BT for the reasonable costs incurred by BT to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.
- 19. FAA Compliance. BT accepts sole responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"), as applicable. BT represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC.

Owner agrees that BT may install, at BT's sole cost and expense and as required for BT's PCS, a (i) backup generator to provide backup AC power in the event of an AC power outage at the Site, and/or (ii) tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting.

20. Waiver of Owner's Lien. (a) Owner waives any lien rights it may have concerning BT's PCS which are deemed BT's personal property and not fixtures, and BT has the right to remove the same at any time without Owner's consent. (b) Owner acknowledges that BT has entered into a financing arrangement and may enter into additional financing arrangements in the future including promissory notes and a financial and security agreement ("Financing Agreement") for

OWNER:

the financing of BT's PCS ("Collateral") with a third party or parties (the "Financing Entity"). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal processing.

- 21. Restrictive Covenant. In consideration of the terms of this Agreement, the Owner covenants and agrees that during the Term of this Agreement, the Owner or the Owner's employees or other tenants, licensees, invitees, or agents will not use any portion of the Property or adjacent property owned by Owner for the provision of communication tower sites or The parties intend by this wireless communications. Agreement for BT (and persons deriving rights by, through or under BT) to be the sole parties to market, use, or sublease any portion of the property for wireless communications facilities during the Term. Owner agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on the Owner, not injurious to the public interest, and shall be specifically enforceable by BT (and persons deriving rights by, through or under BT) in a court of competent jurisdiction.
- 2. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by BT, Owner agrees promptly to execute and deliver to BT a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supercedes all prior written and verbal agreements, representations, promises or understandings between parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the nonprevailing party.
- 23. Non-Binding until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.
- 24. Right of First Refusal. If, during the term of the Agreement. Owner receives and desires to accept an offer to

purchase, exchange, assign, transfer, convey or otherwise alienate all or any portion of the Site, then Owner shall provide BT written notice of such offer, which notice shall include a complete and legible copy of such offer ("Owner's Notice"). BT shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Owner's Notice, the Site (or such lesser portion thereof as is described in Owner's Notice), all on the same terms and conditions as in the offer accompanying Owner's Notice. If BT does not exercise its right of first refusal by written notice to Landlord given within ninety (90) days after receipt of Owner's Notice, to such third person in accordance with the terms and conditions of the offer. If BT fails or declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Site.

The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B and <u>C</u>

By: 7066-
Printed Name: Ronald William Diaz
Its: Owner
Address: PO Box 1004
√ Saluda, NC 28773
WITNESS:
(Signature Witness #1)
Transing the Toolober
(Signature Witness #2)
Date: 6-2-2016
OWNER: By Lerk & 2
Printed Name: Leisha Diaz
Its: Owner
Address: PO Box 1004
Saluda, NC 28773
WITNESS: 1
(Signature Witness #1)
Francis W. Toolder
(Signature Witness #2)
Data: 6-2-2016
Date:

# PCS SITE AGREEMENT

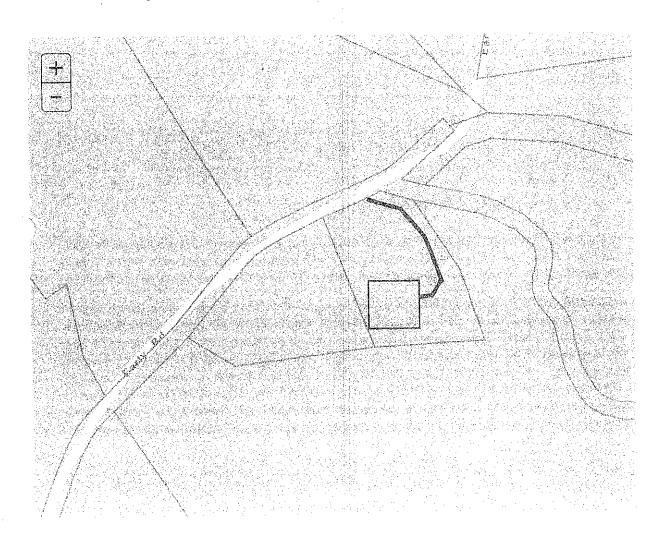
0 Thinto, 22	
Beacon Towers-VA, LLC., a South Carolina Limited Liabil	ity
Company	
Ву:	
N N	
Printed Name. Walter Deputy	
Its: Member	
Address: PO Box 685	
Mt Pleasant SC 29465	
WITNESS: AllaMont	
(Signature Witness #1)	
Corum Clar	
(Signature Witness #2)	
Date: 7/8/14	

#### **EXHIBIT A**

The Leased Premises are described and/or depicted as follows:

Site Location: N35 14 52.7 W82 17 03.9

Power & Telco Easement to Lease Area and 30' Access Easement to a 10,000 square foot portion of parcel described as Parcel ID # P34-150 in Polk County, North Carolina and the Deed was recorded on 01/30/2014 in Deed Book 404 Page 2189, Polk County, Register of Deeds.



#### Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.
- BT may grade outside the Lease Area in order to comply with local, state or federal erosion and sediment control regulations.

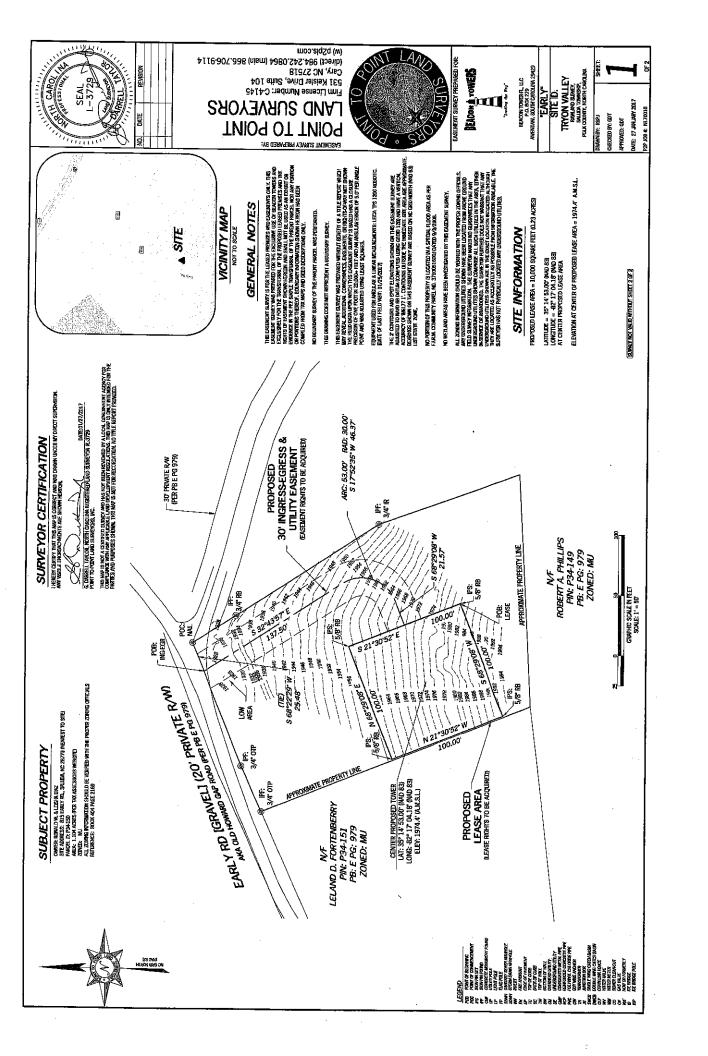


# PCS SITE AGREEMENT

Name; Early

Exhibi	it C
NAME: DATE:	lien upon or security interest in any of Landlord's assets. Should Lender exercise any rights of TOWER under the Ground Lease, including the right to
RE:dated, by and between	exercise any renewal option(s) or purchase option(s) set forth in the Ground Lease, Landlord agrees to accept such exercise of rights by Lenders as if same had been exercised by TOWER, and TOWER, by signing below, confirms its agreement with this provision. If there shall be a monetary default by TOWER under the Ground Lease, Landlord shall accept the cure thereof by
Dear:	Lenders within fifteen (15) days after the expiration of any grace period provided to TOWER under the Ground Lease to cure such default, prior to terminating the Ground Lease. If there shall be a non-monetary default by
Towers Buyer, LLC ("Tower") may take an assignment of the Ground Lease and purchase certain of Tenant's assets located on the Property including the communications tower. As part of Tower's due diligence review in determining whether to consummate this transaction, we would ask that you confirm the following:	TOWER under the Ground Lease, Landlord shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to TOWER under the Ground Lease to cure such default, prior to terminating the Ground Lease. The Ground Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior
1. Attached as Exhibit "A" is a true and complete copy of the Ground Lease and all amendments or modifications thereto. The Ground Lease constitutes the entire agreement between you and Tenant with respect to the subject matter thereof. Tenant is the current tenant under the terms of the Ground Lease.	written consent of Lenders. If the Ground Lease is terminated as result of an TOWER default or is rejected in any bankruptcy proceeding, Landlord will enter into a new lease with Lenders or their designee on the same terms as the Ground Lease within 15 days of Lenders' request made within 30 days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Ground Lease. The foregoing is not applicable to normal
2. The Ground Lease commenced on and the expiration date of the initial term of the Ground Lease is Tenant has the option to extend the term of the Ground Lease for an additional terms of five years each.	expirations of the term of the Ground Lease. In the event Landford gives Tenant any notice of default under the terms of the Ground Lease, Landford shall simultaneously give a copy of such notice to Lender at an address to be supplied by Tenant. TOWER shall have the right to record of memorandum of
Tenant's annual base rent under the Ground Lease is \$ Tenant pays no additional monthly rent. All rent, additional rent and other charges due and payable under the Ground Lease have been paid through 2014.  4. Tenant shall remit all rental payments to Landlord at the address stated	the terms of this paragraph.  9. In the event the actual current tower and related improvements lay outside the legal descriptions for the leased area and access, utility and guy wire easements, TOWER shall have the right to survey the improvements and record an Amended Memorandum of Lease reflecting the actual current location of the leased area and access, utility and guy wire easements.
above unless otherwise indicated below:	10. If requested by TOWER, you will execute a Memorandum of Lease to be recorded in the public records containing the metes and bounds description.
Phone:	11. You (i) have not assigned your interest in the Ground Lease, (ii) are not under agreement to or negotiating an agreement to assign your interest in the Ground Lease, and (iii) will not assign your interest in the Ground Lease except
5. Neither you nor Tenant is in default under the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute such a default and you have no claim or defense of any nature whatsoever against Tenant with respect to the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would constitute the basis of such a claim or defense.	in connection with a sale of the underlying fee title.  We would appreciate you reviewing and signing this letter at your earliest possible convenience as we would like to conclude this transaction a quickly as possible. If you could fax a copy of this signed letter to my attention at
<ol><li>You consent to the proposed transaction with the understanding that this consent will be effective only if the transaction closes.</li></ol>	express envelope it would be greatly appreciated. Please do not hesitate to contact me at, if you have any concerns or questions.
<ol><li>Tenant may freely sublease space on the ground and/or on the tower without obtaining your consent.</li></ol>	Sincerely, TOWERS BUYER, LLC
8.TOWER may from time to time grant to certain lenders selected by TOWER and its affiliates (the "Lenders") a lien on and security interest in TOWER's interest in the Ground Lease and all assets and personal property of TOWER located on the leased space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to bordinate any security interest, lien, claim or other similar right, including, athout limitation, rights of levy or distrait for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens	ACKNOWLEDGED AND CONFIRMED:
and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a	NameSS#

Initial(s) Risky Lopes





April 14, 2017

Polk County Planning and Zoning Department 35 Walker Street Columbus, NC 28722 Attn: Cathy Ruth, County Planner

Re: Beacon Towers - Site Name: Earley Diaz - Telecommunications Facility Application - Collocation Policy Letter

To Whom It May Concern:

Please accept the signed statement below as confirming Section 304(2)(c) of the Polk County Wireless Telecommunications Ordinance:

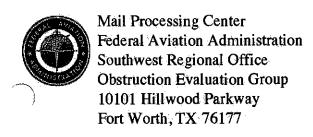
With the proposed tower being greater than one hundred-fifty (150) feet in height, the structure shall support at least four (4) telecommunications carriers. The proposed tower shall be designed, structurally, electrically, and in all respects, to accommodate both applicant's antennas and comparable antennas for at least four (4) additional users.

The proposed tower shall be designed, structurally, electrically, and in all respects, to accommodate both applicant's antennas and comparable antennas for at least four (4) additional users.

Please contact me should you have any questions.

Very truly yours, Beacon Towers-VA, LLC

Martin Deputy 'Managing Director



Issued Date: 02/23/2017

Martin Deputy Beacon Towers-VA 3519 Stockton Drive Mt Pleasant, SC 29466

# \*\* 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:

Antenna Tower Diaz

Location:

Columbus, NC

Latitude:

35-14-53.00N NAD 83

Longitude:

82-17-04.20W

Heights:

1975 feet site elevation (SE)

199 feet above ground level (AGL)

2174 feet above mean sea level (AMSL)

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

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

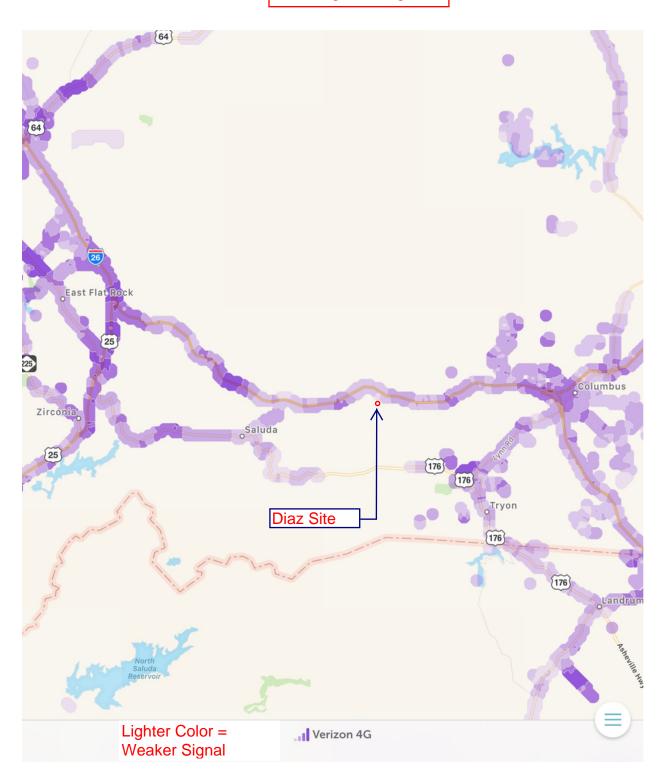
	At least 10 days prior to start of construction (7460-2, Part 1)
_X_	Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

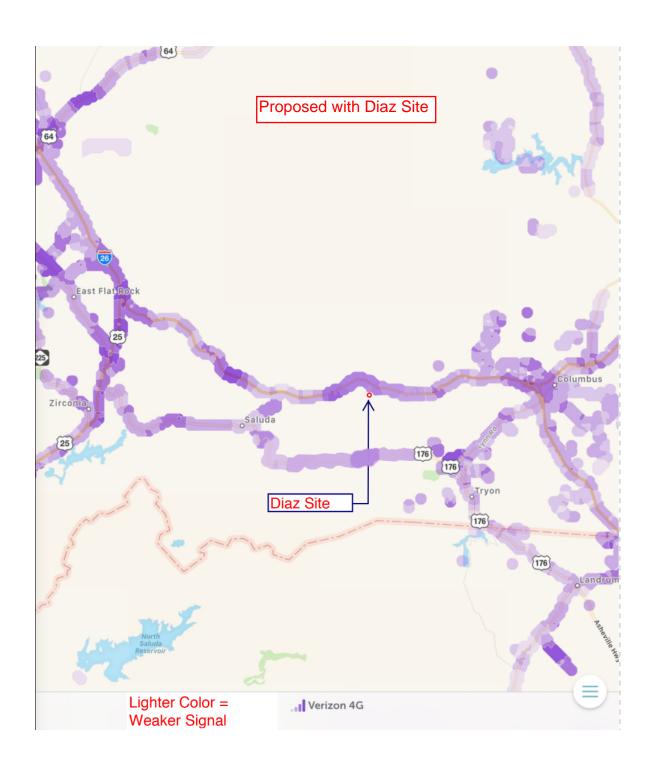
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 08/23/2018 unless:

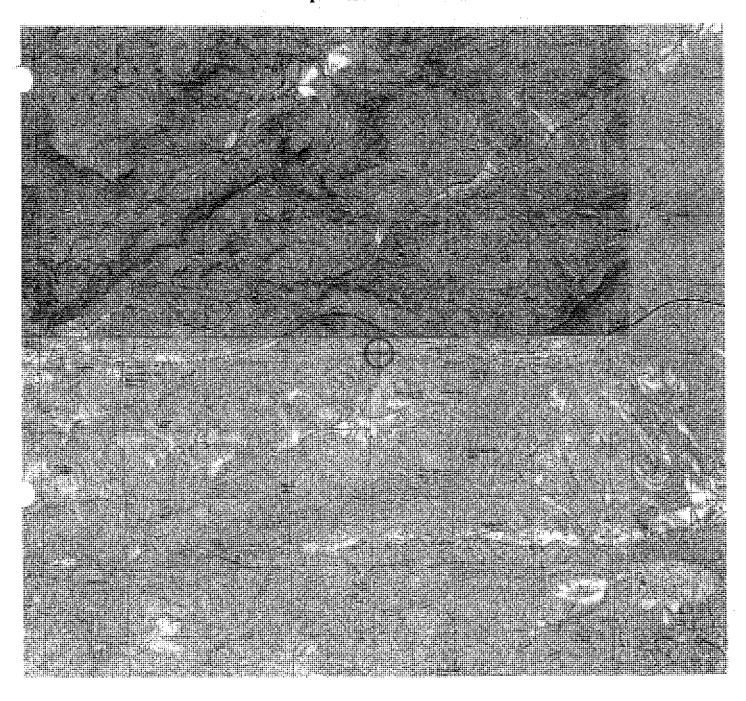
- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications 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.

# Existing Coverage

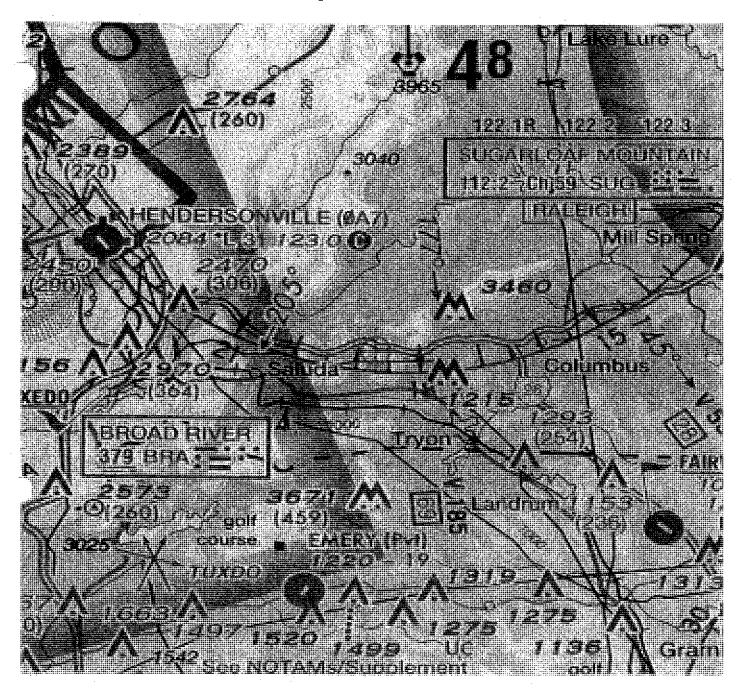




# TOPO Map for ASN 2017-ASO-1844-OE



# Sectional Map for ASN 2017-ASO-1844-OE





To: Planning Board

From: Cathy Ruth, County Planner

Date: June 8, 2017

Re: Tower (Wireless Telecommunication) Permit Application – Toney P98-33

## Action Requested by Planning Board

a) Review all currently available information prior to meeting

b) Consider Tower (Wireless Telecommunication) Permit Application for Approval

## Background

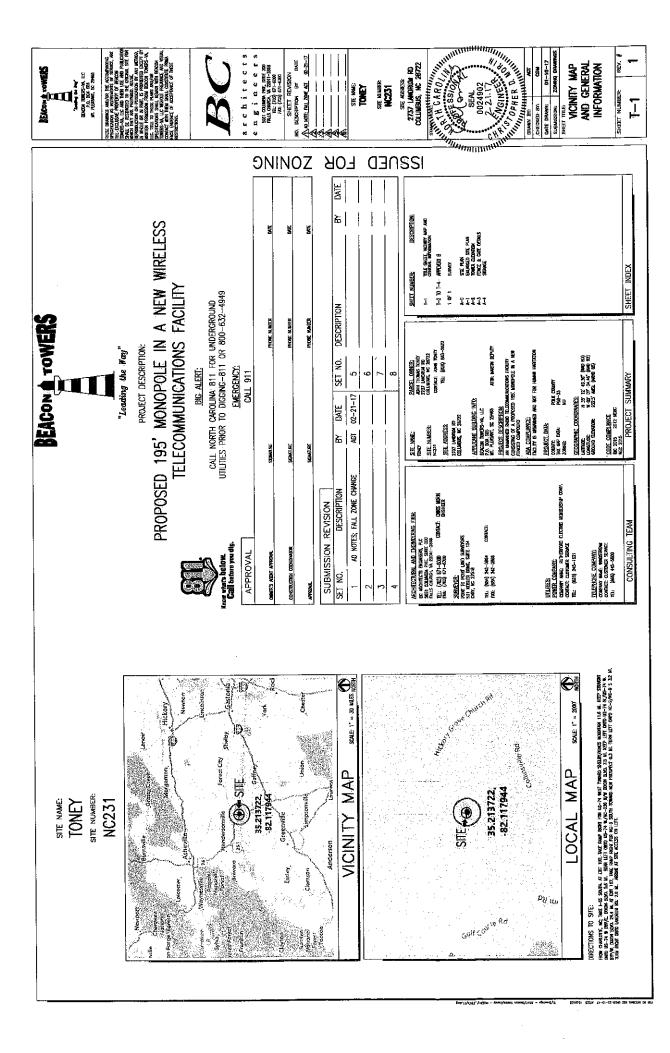
- a) The Planning Department received an application in February 2017 from Jonathan Yates, representing Beacon Towers, for a proposed tower. The application states the general description of project: Proposed new 195' monopole tower facility located within a leased area measuring approximately 70'x70'. The tower is designed to accommodate up to four (4) carriers.
- b) The permit fee was received with the application in February 2017.
- c) Notice to adjacent property owners and notice in the newspaper was submitted in accordance with the Polk County Wireless Telecommunication Ordinance.

#### Recommendation

a) After reviewing the tower permit application, the application meets the requirements of the Wireless Telecommunication Ordinance, therefore the Enforcement Officer recommends approval.

# Polk County Tower Permit Application

2/21/2017		MALITY
Date of Application		Application Number
John Thomas Toneu	<i>\$</i>	
Dwner	Company of the second s	and the state of t
Jonathan L. Yates fo	r Beacon 1	<u>owers</u>
Applicant or Owner's Agent		
105 Broad Street Thir	d Floor	· ·
Address Charleston	SC	29401
City	State	Zip Code
<u>643) 4149754</u>	(843) a 6 691	<u>88</u>
Telephone Number	Fax Number	
Tax Map/Parcel Number	P90-33	
Zoning District (if applicable)	MU	(H-1
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General Description of Project:_	an unmannec	radio
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telecommunications 1	acinta cons	1311119 01 G
proposed 195' mone	onale in a	MW fenced
compound.	THE OWNER WHEN THE PROPERTY OF	
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certify that the information shown above	e is true and accurate an	d is in conformance with applical
egulations outlined in the Polk County T	ower Ordinance.	<b>,</b>
Junton of Sp. To	7 /	3/21/2017
Applicant or Agent	/ Dat	Contract Con
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Approved	Dat	e
Zoning Official	(A. A. A	
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# HELLMAN YATES & TISDALE

JONATHAN L. YATES DIRECT VOICE 843 414-9754 JLY@HELLMANYATES.COM

HELLMAN YATES & TISDALE, PA 105 BROAD STREET, THIRD FLOOR GHARLESTON, SOUTH CAROLINA 29401 v 843 266-9099

February 21, 2017

### **VIA FEDEX**

Cathy Ruth, County Planner Polk County Planning & Zoning 35 Walker Street Columbus, NC 28722 (828) 894-2732

RE:

Proposed 195' monopole-style wireless telecommunications facility by Beacon Towers to be located at 2737 Landrum Road, Columbus, NC

## Dear Cathy:

Enclosed please find our application on behalf of Beacon Towers for a 195-foot monopole-style wireless telecommunications facility to be located at 2737 Landrum Road, Columbus, NC 28722. This monopole-style wireless telecommunications facility is to be built for a total of five (5) wireless carriers. The underlying property, which consists of 10.50 acres, is owned by John Thomas Toney and is designated as Polk County tax parcel number P98-33 and is zoned MU district. This proposed facility is desperately needed to resolve the currently existing coverage challenges in Polk County. The proposed facility will alleviate the issues for both wireless voice and advanced data in the surrounding area. Beacon will secure at 70'x70' area with an 8-foot chain link fence topped with three strands of barbed wire as an anti-climbing device for a total of 9 feet. The proposed facility has been reviewed and approved by the FAA and will not require illumination.

John Thomas Toney will be requesting the subdivision of an one-acre parcel for the location of the proposed facility. The Toney property enjoys a very heavy and mature tree cover which will effectively reduce the visual impacts as much as possible and help shield the proposed facility from neighboring land uses.

After an intensive review, we feel certain that the proposed facility meets all the requirements of the Polk County Wireless Telecommunications Ordinance as well as all state of North Carolina and federal requirements.

In support of this application, we have included the following:

- Site Plans and Drawings;
- 2. Structural Design Report and Analysis Calculations;
- 3. Ground Lease Agreement;4. ANSI/Fall Zone Letter;
- 5. FAA Determination of No Hazard to Air Navigation;

# November 16, 2015 Page 2

- 6. Collocation Policy Letter by Beacon Towers;
- 7. Tower Removal Letter by Beacon Towers;
- 8. Property Deed;
- 9. Subdivision Plat; and
- 10. Site Photos.

Also enclosed please find the completed Polk County Tower Permit Application and a check for \$2500.00 to cover the application fee.

We would respectfully request that this application be presented to the Polk County Planning Board at their regularly scheduled March 8, 2017 meeting. If you have any questions or concerns, please contact me at any time. I can be reached at (843) 414-9754.

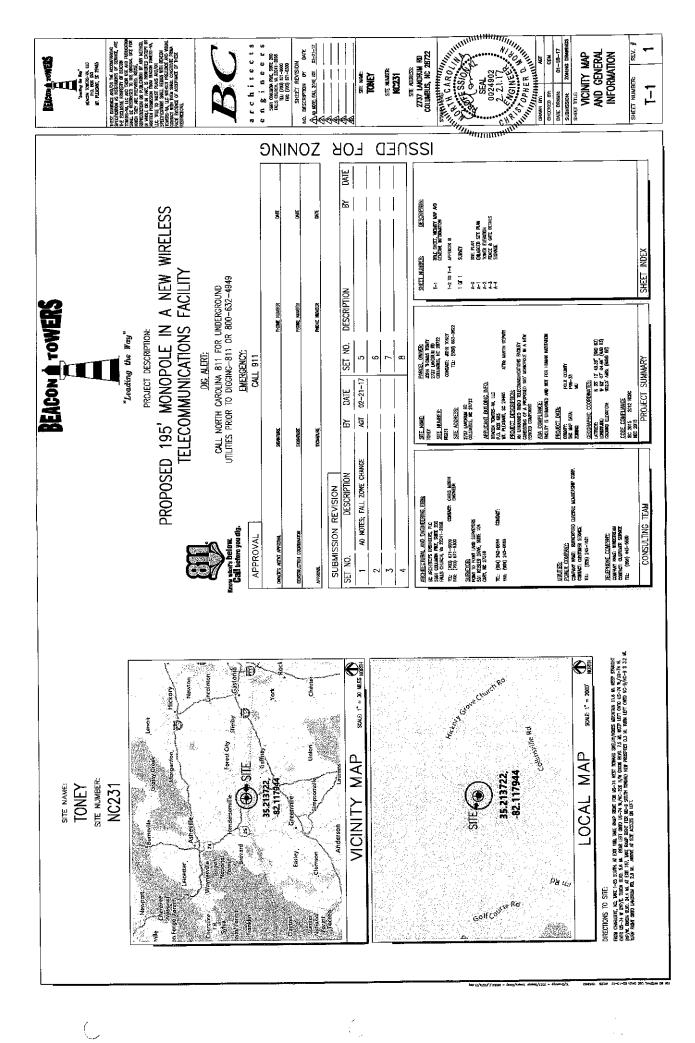
Thank you so much for all your help with this.

With warmest regards, I am

Jonathan L. Yates

Yours very truly,

JLY:kdr

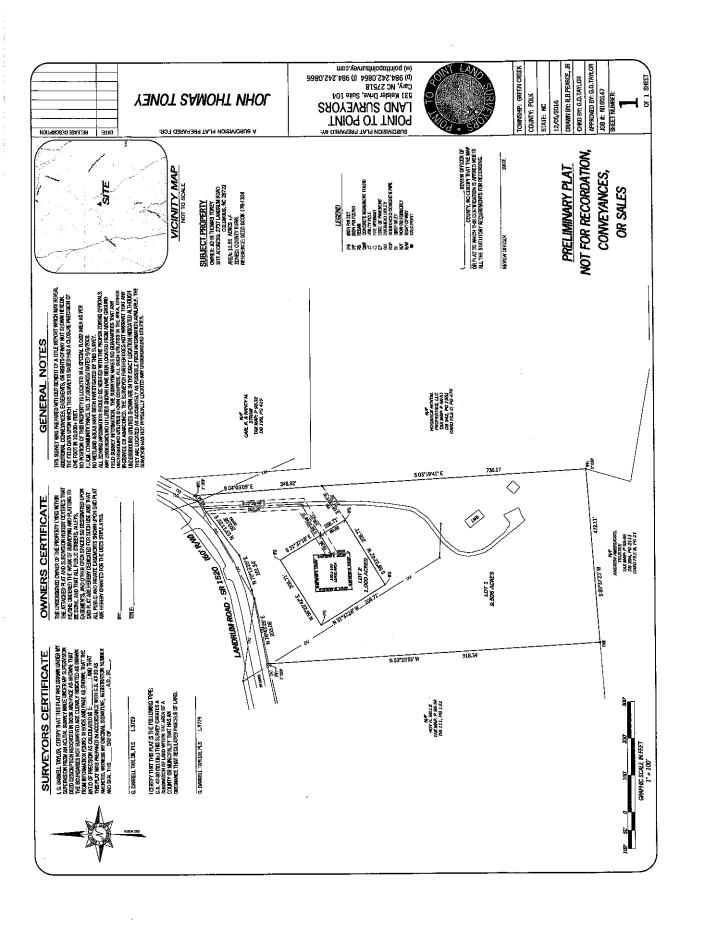


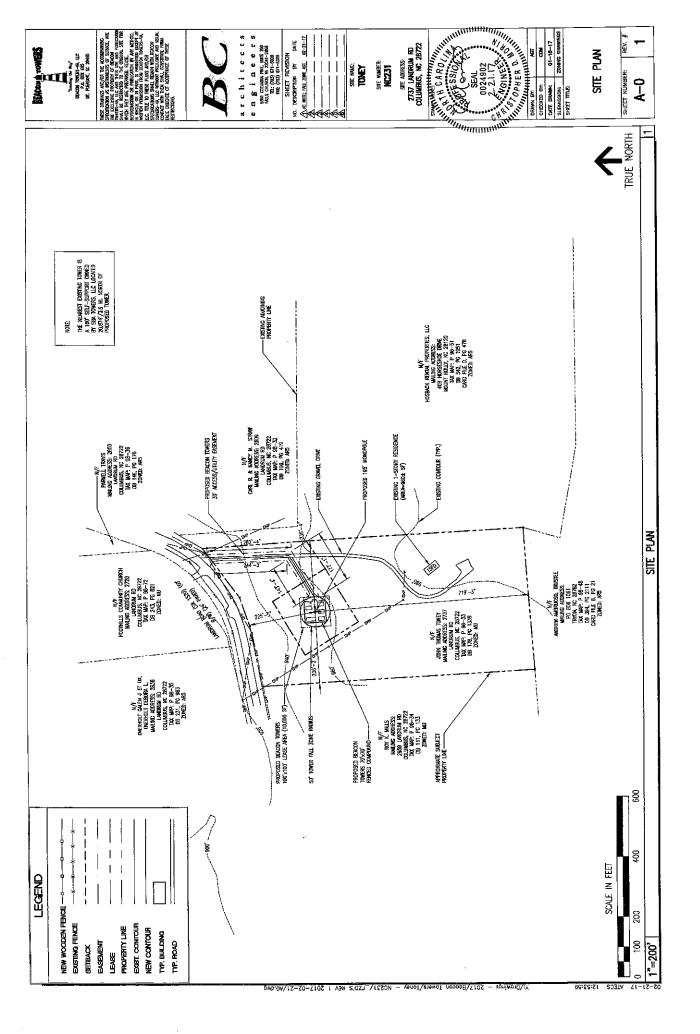
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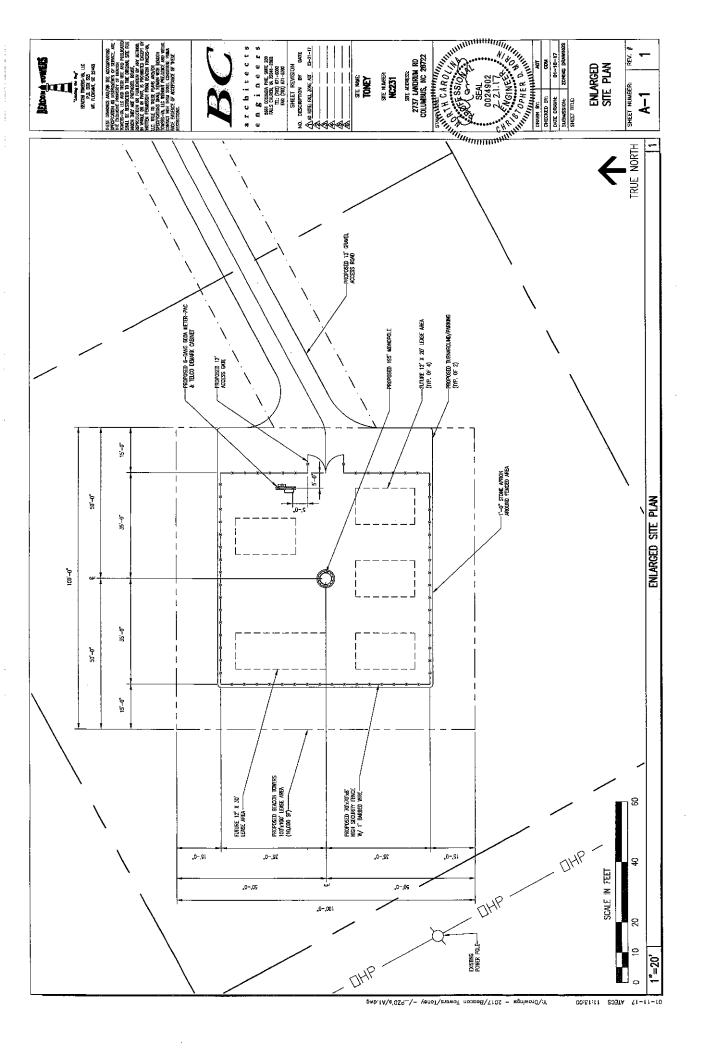
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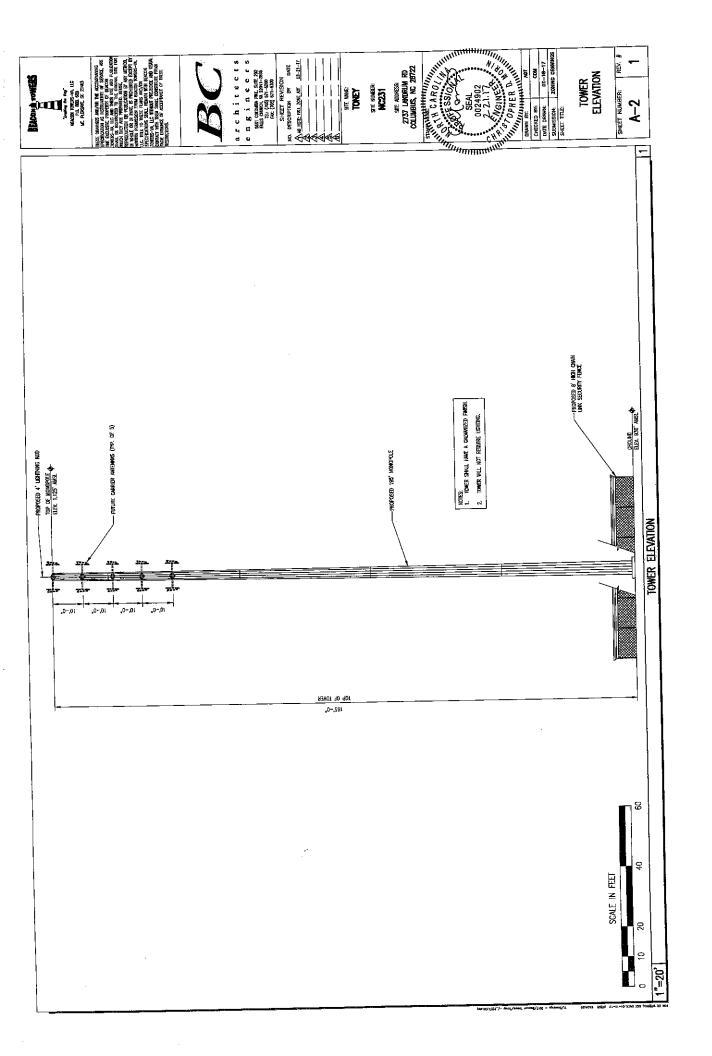
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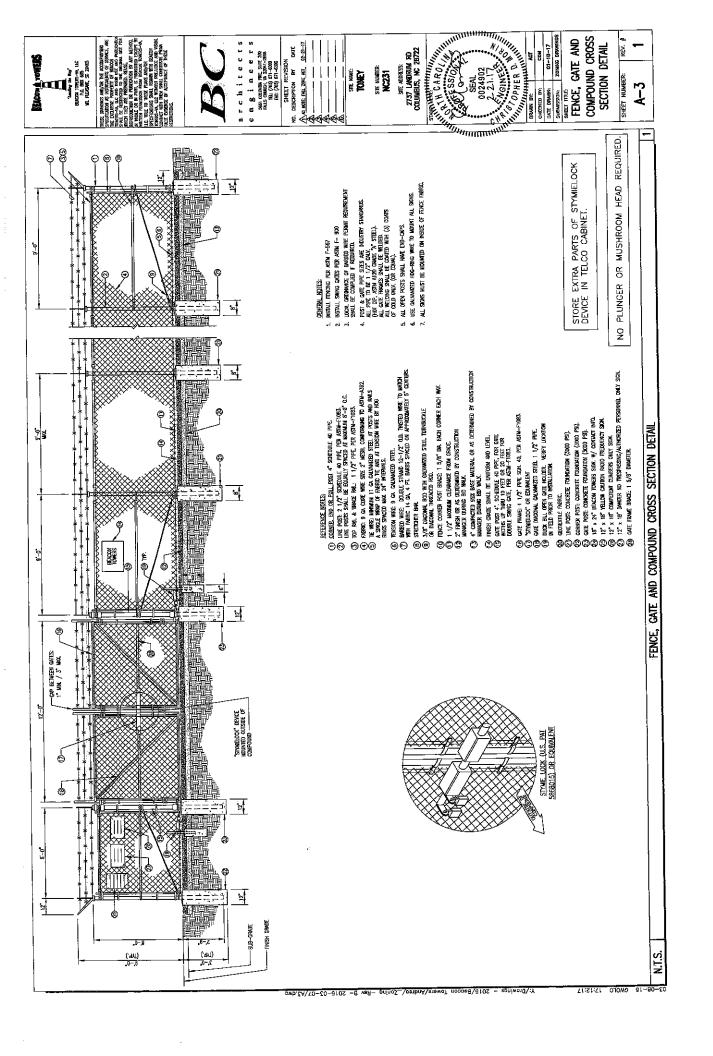
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# FOR SITE LEASING INFORMATION PLEASE CONTACT

**⚠** CAUTION





(843) 324-9731

OTH: (3) EACH SIDE OF MAIN COMPOUND GATE, (1) AT ACCESS ROAD GATE



WHTE / YELLOW BACKGROUND W/ BLACK LETTENING QLAWITTE. (1) (TO DE ADDANTED AT DE LEVEL ON TOMER NEAR SPETY CLUBS)

Radio frequency fields beyond this point may exceed the FCC general public exposure fimit. CBEY ALL POSITED SICHS AND SITE CAUDELIN FOR WORKING IN PADIC PREQUENCY ENVEROMMENTS.

WATE / GODEN BACKGROUND W/ BLACK LETTERING QUANTITY. (1)
(TO BE ADMINITED ON COMPOUND ACCESS GATE)

rchitects

SHEET REVISION
NO. DESCRIPTION BY DATE
A 10 ROTE FALL ZONE NOT 02-21-17

# STRUCTURE REGISTRATION #

FSC# 129

STE NUMBER: NC231

BEACON TOWER ID: TONEY

LAUDRILL NO 28.

OTF: (1) MAIN COMPOUND GATE

MOUNT SIGN ON CLIMBING LEG OF TOWER AT EYE LEVEL.

COMPACTOR TO PROVIDE AND INSTALL ALL SIGNAGE

2. ALL SIDNS SHALL BE MOUNTED ON INSIDE OF TENDE FABRIC, UNLESS NOTED OTHERWISE.

SIGNAGE

A-4

SIGNAGE

- 2017/Beacon Towers/Toney -/\_PZO's/A4 dwg



## **Structural Design Report**

195' Monopole Site: Toney, NC

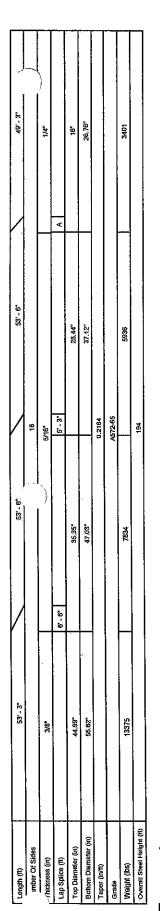
Prepared for: BEACON TOWERS LLC by: Sabre Towers & Poles TM

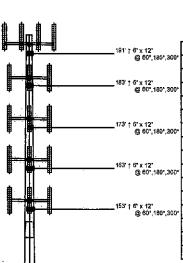
Job Number: 17-5224-JDS

January 31, 2017

Monopole Profile	1
Pole Calculations	2-11







### **Designed Appurtenance Loading**

Elev	Description	Tx-Line
195	(3) SBNHH-1D85B	(9) 1 5/8"
195	(3) RRH	
193	H.C. Platform (Monopole Only) - 12	
185	3T-Am - 10 Face - 3 Standoff	
185	(9) SBNHH-1D65B	(9) 1 5/8"
185	(9) RRH	
175	3T-Am - 10 Face - 3 Standoff	
175	(9) SBNHH-1085B	(9) 1 5/8"
175	(9) RRH	
165	3T-Arm - 10' Face - 3' Standoff	
165	(9) SBNHH-1D65B	(9) 15/8"
165	(9) RRH	
155	3T-Arm - 10' Face - 3' Standoff	
155	(9) SBNHH-1D658	(9) 15/8"
155	(9) RRH	

### **Load Case Reactions**

Description	Axial (kips)	Shear (kips)	Moment (ft-k)	Deflection (ft)	Sway (deg)
3s Gusted Wind	53,91	29.27	4199,94	20,18	12.17
3s Gusted Wind 0.9 Dead	40.4	29.3	4076,26	19.31	11.57
3s Gusted Wind&Ice	74.13	3.91	589,43	2,98	1.77
Service Loads	44.95	7.32	1041.84	5.14	3.04

### **Base Plate Dimensions**

i i					
Shape	Width	Thickness	Bolt Circle	Bolt City	Bolt Diameter
Square	61.5°	2.75°	63,5"	16	2.25"

### **Anchor Bolt Dimensions**

Γ	Length	Diameter	Hole Diameter	Weight	Туре	Finish
Ī	84"	2.25"	2.625"	1937.6	A615-75	Galv-18"

### **Material List**

		Makes	 		
Display		 varue	 		 
Ä	 	3' - 9"			 

### Notes

- 1) Antenna Feed Lines Run Inside Pole
- 2) All dimensions are above ground level, unless otherwise specified.
- 3) Weights shown are estimates. Final weights may vary.
- 4) The Monopole was designed for a basic wind speed of 90 mph with 0" of radial ice, and 30 mph with 3/4" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class II, Exposure Category C, Topographic Category 1.
- 5) Full Height Step Bolts
- 6) Tower Rating: 99.9%



Sabre Communications Corporation 7101 Southbridge Drive P.O. Box 658 Sloux City, IA 51102-0658 Phone; (712) 258-6890 Fax (712) 279-0614

4" † 10.5" x 25,5" @ 180°,360°

17-5224-JDS

Customer: BEACON TOWERS LLC Site Name: Toney, NC Description: 195' Monopole By: BD 1/31/2017

(USA 222-G) - Monopole Spatial Analysis (c)2015 Guymast Inc.
Tel:(416)736-7453 Fax:(416)736-4372 web:www.guymast.com
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195' Monopole / Toney, NC

\* All pole diameters shown on the following pages are across corners. See profile drawing for widths across flats.

### POLE GEOMETRY

ELEV ft	SECTION NAME	NO. SIDE	OUTSIDE DIAM in	THICK -NESS in	RESISTANCES	SPLICE TYPE	OVERLAP LENGTH RA ft	
194.0			16,25		928.5 298.5			٠.
	A	18			1503.1 792.5			9.5
148.5			26.33	0.250	1503.1 792.5			- <b>-</b>
	A/B	18		0.312	1912.4 1016.7	SLIP	3.75	1.71
144.7				0.312	1912.4 1016.7			12.1
400.0	В	18		0.312	2533.6 1856,4			13.1
100.2	- /-		36.52	0.312	2533.6 1856.4		F 2F	1 70
05.0	в/с	18	37.07		2560.4 1904.7	SLIP	5,25	1.73
95.0			37.07	0.312	2560.4 1904.7			18.8
<b>.</b>	c	18		0,312	2959.9 2760.2			10.0
33.2			46.31	Ö 312	2959.9 2760.2	SLIP	6.50	1.68
46.7	C/D	18	47.13		3837.4 3633.4		0.30	1.00
40.7		10	47.13	0.375	3837.4 3633.4			20,1
0.0	D	18	57.49		4347.7 5035.7			20.1

### POLE ASSEMBLY

SECTION NAME	BASE ELEV		BOLTS TYPE	AT BASE DIAM	OF SECTION STRENGTH	THREADS IN SHEAR PLANE	CALC BASE ELEV ft
	ft			in	ksi		ft
A B C D	144.750 95.000 46.750 0.000	0 0	A325 A325 A325 A325 A325	0.00 0.00 0.00 0.00	92.0 92.0 92.0 92.0	0 0 0 0	144.750 95.000 46.750 0.000

### POLE SECTIONS

SECTION NAME	NO.Of SIDES	LENGTH OU	TSIDE.DI BOT	AMETER TOP	THICK- NESS	MAT- ERIAL ID	FLAN BOT	GE.ID TOP	FLANGE GROUE BOT	
		ft	in	in	in					
A B C D	18 18 18 18	49.25 53.50 53.50 53.25	27.17 37.69 47.76 57.49	16.25 25.83 35.90 45.68	0.250 0.312 0.312 0.375	1 2 3 . 4	0 0 0	0 0 0 0	0 0 0	0 0 0 0

\* - Diameter of circumscribed circle

### MATERIAL TYPES

TYPE OF SHAPE	TYPE NO	NO OF ELEM.	OR	IENT	HEIGHT	WIDTH	THIC WEB	CKNESS. FLANGE		ULARITY ECTION. ORIENT
			&	deg	in	in	in	in	AINCA	deg
PL PL PL PL	1 2 3 4	1 1 1		0.0 0.0 0.0 0.0	27.17 37.69 47.76 57.49	0.25 0.31 0.31 0.38	0.250 0.312 0.312 0.375	0.250 0.312 0.312 0.375	0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0

### & - With respect to vertical

### MATERIAL PROPERTIES

MATERIAL TYPE NO.	ELASTIC MODULUS ksi	UNIT WEIGHT pcf	STRI Fu ksi	ENGTH Fy ksi	THERMAL COEFFICIENT /deg
' <u>1</u>	29000.0	490.0	80.0	65.0	0.00001170
2	29000.0	490.0	80.0	65.0	0.00001170
3	29000.0	490.0	80.0	65.0	0.00001170
4	29000.0	490.0	80.0	65.0	0.00001170

LOADING CONDITION A

90 mph wind with no ice. Wind Azimuth: 00

### LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLOA RADIUS ft	ADAT AZI	LOAD AZI	FORC HORIZ Kip	ES DOWN kip	MOMI VERTICAL ft-kip	ENTS TORSNAL ft-kip
00000000000000000000000000000000000000	194.000 192.000 192.000 184.000 184.000 174.000 164.000 164.000 154.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	2.5480 0.0000 0.9071 0.0000 2.5903 0.0000 2.5602 0.0000 2.5287 0.0000 2.4956	1.1956 2.1565 1.6920 2.0667 2.3272 1.9544 2.3272 1.8420 2.3272 1.7297 2.3272	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
000000000000000000000000000000000000000	194.000 178.833 178.833 163.667 163.667 148.500 144.750 144.750 129.917 115.083 115.083 115.083 100.250 95.000 81.083 81.083 81.083 81.083 81.083 81.083 81.083 81.083 81.083	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0000000000000000000000000000000000000	0.0486 0.0486 0.0567 0.0567 0.0644 0.0690 0.0720 0.0720 0.0785 0.0844 0.0880 0.0895 0.0895 0.0933 0.0960 0.0970 0.0970 0.0958 0.0958	0.0565 0.0565 0.0672 0.0778 0.0778 0.1880 0.1118 0.1118 0.1248 0.1248 0.1248 0.12528 0.1650 0.1650 0.1773 0.4067 0.2301 0.2424 0.2424 0.2670	0.0000 0.0000	0.0000 0.0000

LOADING CONDITION M

90 mph wind with no ice. Wind Azimuth: 0 $\phi$ 

### LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLOA RADIUS ft	DAT AZI	LOAD AZI	FORG HORIZ kip	CES DOWN kip	MOM VERTICAL ft-kip	ENTS TORSNAL ft-kip
С С С	194.000 192.000 192.000 184.000	0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0	2.5480 0.0000 0.9071 0.0000	0.8967 1.6174 1.2690 1.5500	0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000

<sup>\*</sup> Only 3 condition(s) shown in full \* RRUS/TMAS were assumed to be behind antennas

						17~5224	4-1DS	
000000	184.000 174.000 174.000 164.000 164.000 154.000 154.000	0.00 0.00 0.00 0.00 0.00 0.00	0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0	2.5903 0.0000 2.5602 0.0000 2.5287 0.0000 2.4956	1.7454 1.4658 1.7454 1.3815 1.7454 1.2973 1.7454	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
000000000000000000000000000000000000000	194.000 148.500 144.750 144.750 100.250 100.250 95.000 95.000 53.250 46.750 46.750 11.687 0.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0 180.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0487 0.0645 0.0690 0.0721 0.0845 0.0880 0.0880 0.0897 0.0970 0.0970 0.0970 0.0964 0.0897 0.0897	0.0424 0.0583 0.1410 0.1410 0.0838 0.1033 0.2182 0.2182 0.1146 0.1329 0.3050 0.3050 0.1726 0.1910 0.2003	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000

LOADING CONDITION Y

30 mph wind with 0.75 ice. Wind Azimuth: 00

### LOADS ON POLE

LOAD TYPE	ELEV ft	APPLYLO RADIUS ft	AD. AT AZI	LOAD AZI	FORC HORIZ kip	ES DOWN kip	VERTICAL ft-kip	NTS TORSNAL ft-kip
	194.000 192.000 192.000 184.000 174.000 174.000 164.000 154.000 154.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.2883 0.0000 0.1096 0.0000 0.3318 0.0000 0.3271 0.0000 0.3222 0.0000 0.3171	2.0392 2.1565 2.1256 2.0667 3.4230 1.9544 3.4169 1.8420 3.4105 1.7297 3.4038	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000 0,0000
000000000000000000000000000000000000000	194,000 178,833 178,833 163,667 163,667 148,500 144,750 129,917 115,083 115,083 100,250 100,250 95,000 95,000 95,000 81,083 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167 67,167	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0000000000000000000000000000000000000	0.0075 0.0075 0.0085 0.0085 0.0094 0.0100 0.0100 0.0104 0.0112 0.0112 0.0112 0.0123 0.0125 0.0125 0.0125 0.0129 0.0133 0.0133 0.0133 0.0133	0.0995 0.0995 0.1170 0.1143 0.1343 0.1343 0.2487 0.1753 0.1944 0.1944 0.1944 0.2133 0.2133 0.2133 0.2343 0.2343 0.2343 0.2512 0.2676 0.4997 0.4997 0.4997 0.4997 0.4997	0.0000 0.0000	0.0000 0.0000

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on: 30 jan 2017 at: 15:41:30

195' Monopole / Toney, NC

 ${\tt MAXIMUM\ POLE\ DEFORMATIONS\ CALCULATED} (w.r.t,\ wind\ direction)$ 

17-5224-JDS

	DEELE	CTTONG (C.)			J224-303	
MAST ELEV	DEFLE	NTAL	DOWN		ATIONS (deg).	
ft	ALONG	ACROSS		ALONG	ACROSS	TWIST
194.0	20.18E	0.08Q	7 07-			
178.8	17.11E		3.03 <u>E</u>	12.17E	0.04Q	0.00F
163.7		0.07Q	2.38E	11.92E	0.04Q	0.00F
	14.17E	0.06q	1.79E	11.16E	0.04Q	0.00F
148.5	11.45E	0.05Q	1.28E	10.01E	0.04Q	0.00F
144.7	10.82E	0.05Q	1.18E	9.74E	0.04Q	0.00F
129.9	8.51E	0.04q	0.81E	8.56E	0.04Q	0,00F
115.1	6.49E	~0.03u	0.53E	7.34E	0.03Q	0.00F
100.2	4.77É	-0.02u	0.32E	6.16E	-0.03u	0.000
95.0	4.23E	-0.020	0.27E	5.76E	-0.03U	0.000
81.1	2.97A	-0.01u	0.15E	4.67E	-0.020	
67.2	1.97A	-0.01u	0.08E	3.65E		0.000
53.2	1.20A	-0.01u	0.04E	2.70A	-0.02u	0.000
46.7	0.92A	0.000			-0.01v	0.000
35.1	0.51A		0.03E	2.34A	-0.01u	0.00F
		0.00Q	0.01E	1.70A	-0.010	0.00F
23.4	0.22A	0.00Q	0.00E	1.10A	0.01Q	0.00F
11.7	0.05A	0.00q	0.00b	0.54A	0.00q	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
MAXIMUM	POLE FORCES CA	I CIU ATENCA			• • • • • • • • • • • • • • • • • • • •	
======	=======================================	======================================	LO WI	nd direction)		
MAST	TOTAL	SHEAR.w.r.t.	WIND.DIR	MOMENT.w.r.t	. WTND . DTD	TORSION
ELEV ft	AXIAL Kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	
	•		кір	1.c-Kib	rt-Kip	ft-kip
194.0	2.04 Y	2.55 w	0.00 F			
	13.32 Y			-0.01 C	0.00 N	0.00 F
178.8	13.32 y	6.81 W	0.00 ₽	-86.24 E	0.05 I	0.03 0
	13.32 AF					
163.7	25 52 4	6.81 0	0.00 U	-86.25 E	0.05 в	0.03 I
103.7		L2.74 O	0.00 и	-257.81 E	0.05 в 0.15 в	0.03 I 0.10 I
103.7	25.72 AF 1	2.74 o 2.75 o				
148.5	25.72 AF 1	L2.74 O	0.00 и	-257.81 E	0.15 в	0.10 r
	25.72 AF 1 32.89 AF 1 32.89 AF 1	2.74 o 2.75 o	0.00 U	-257.81 E	0.15 в 0.15 в	0.10 I 0.10 I
148.5	25.72 AF 1 32.89 AF 1 32.89 AF 1	2.74 0 2.75 0 .6.17 0	0.00 u 0.00 E 0.00 E 0.12 H	-257.81 E -257.81 E -523.48 E	0.15 B 0.15 B 0.32 B	0.10 i 0.10 i 0.20 i
	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1	2.74 0 2.75 0 6.17 0	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I
148.5 144.7	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I
148.5	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 7.67 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F
148.5 144.7 129.9	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.11 Q	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.35 F
148.5 144.7	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.11 Q 0.13 Q	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.35 F
148.5 144.7 129.9	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.11 Q 0.11 Q 0.13 Q 0.13 Q	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.91 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.35 F 0.50 F
148.5 144.7 129.9	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 19.005 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.11 Q 0.11 Q 0.13 Q 0.13 Q -0.16 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.91 Q -3.92 Q -5.98 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.25 I 0.35 F 0.35 F 0.50 F 0.64 F
148.5 144.7 129.9	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 19.00 Q 19.00 Q 19.01 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.13 Q 0.13 Q -0.16 U -0.16 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.98 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.35 F 0.50 F 0.64 F
148.5 144.7 129.9	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 42.47 AB 2 44.41 AB 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 19.00 Q 10.14 Q 10.60 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.13 Q -0.16 U -0.16 U -0.16 Q -0.16 Q	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.37 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.98 Q -6.76 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.36 F 0.50 F 0.64 F 0.64 F
148.5 144.7 129.9 115.1 100.2	25.72 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 19.00 Q 19.00 Q 19.00 Q 19.00 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.11 Q 0.11 Q 0.13 Q -0.16 U -0.16 U -0.16 Q -0.18 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.71 E 1685.71 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.92 Q -3.92 Q -5.98 Q -5.98 Q -6.76 Q -6.76 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.36 F 0.50 F 0.64 F 0.64 F
148.5 144.7 129.9 115.1 100.2	25.72 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 44.41 Y 2 47.67 Y 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 19.00 Q 10.14 Q 10.50 Q 10.50 Q 10.50 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.11 Q 0.11 Q 0.13 Q -0.16 U -0.16 U -0.18 U -0.18 U -0.18 U -0.18 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.71 E 1685.71 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.92 Q -3.92 Q -5.98 Q -5.98 Q -6.76 Q -6.76 Q	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.36 F 0.50 F 0.64 F 0.64 F
148.5 144.7 129.9 115.1 100.2 95.0	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 44.41 Y 2 47.67 Y 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 16.76 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.13 Q 0.13 Q -0.16 U -0.16 U -0.18 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.71 E 1685.71 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.98 Q -6.76 Q -6.76 Q -6.72 Q 8.84 U	0.10 I 0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.35 F 0.50 F 0.64 F 0.64 F 0.69 F
148.5 144.7 129.9 115.1 100.2 95.0 81.1	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AB 1 36.42 AB 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 44.41 Y 2 47.67 Y 2 51.17 Y 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 16.76 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.13 Q 0.13 Q -0.16 U -0.16 U -0.18 U -0.18 U -0.18 U -0.18 U -0.14 U -0.14 U -0.14 U -0.14 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.47 E 1685.71 E 1685.71 E 1685.74 E 2017.85 E 2017.85 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.98 Q -6.76 Q -6.76 Q 8.84 U 8.83 U	0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.35 F 0.50 F 0.64 F 0.69 F 0.70 F
148.5 144.7 129.9 115.1 100.2 95.0	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AB 1 36.42 AB 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 44.41 Y 2 47.67 Y 2 51.17 Y 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 16.76 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.13 Q 0.13 Q -0.16 U -0.16 U -0.18 U -0.18 U -0.18 U -0.18 U -0.14 U -0.14 U -0.14 U -0.14 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1665.71 E 1685.71 E 1685.74 E 2017.85 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.98 Q -6.76 Q -6.72 Q 8.84 U 8.83 U 10.80 U	0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.35 F 0.50 F 0.64 F 0.64 F 0.69 F 0.70 F 0.85 U
148.5 144.7 129.9 115.1 100.2 95.0 81.1 67.2	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 47.67 Y 2: 51.17 Y 2:	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 16.76 Q	0.00 U 0.00 E 0.00 E 0.12 H 0.12 H 0.11 Q 0.13 Q -0.16 U -0.16 U -0.16 U -0.18 U -0.18 U -0.14 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.37 E 1685.71 E 1685.74 E 2017.85 E 2017.84 E 2362.51 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.90 Q -6.76 Q -6.72 Q 8.84 U 8.83 U 10.80 U 10.79 U	0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.36 F 0.50 F 0.64 F 0.64 F 0.69 F 0.70 F 0.85 U 0.97 U
148.5 144.7 129.9 115.1 100.2 95.0 81.1	25.72 AF 1 32.89 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 47.67 Y 2 51.17 Y 2 51.17 Y 2 54.89 Y 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 10.05 Q 10.14 Q 10.50 Q 11.76 Q 11.74 Q	0.00 U 0.00 E 0.00 E 0.012 H 0.12 H 0.11 Q 0.13 Q 0.13 Q -0.16 U -0.16 U -0.16 U -0.16 U -0.16 U -0.18 U -0.18 U -0.14 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.43 E 1563.37 E 1685.71 E 1685.74 E 2017.85 E 2017.85 E 2362.51 E 2362.52 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -5.90 Q -6.76 Q -6.72 Q 8.84 U 8.83 U 10.80 U 10.79 U 12.73 U	0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.50 F 0.64 F 0.64 F 0.69 F 0.70 F 0.85 U 0.97 U 0.97 U
148.5 144.7 129.9 115.1 100.2 95.0 81.1 67.2	25.72 AF 1 32.89 AF 1 33.82 AF 1 33.82 AB 1 36.42 Y 1 39.30 Y 1 39.30 AB 1 42.47 AB 2 44.41 AB 2 44.41 Y 2 47.67 Y 2 51.17 Y 2 54.89 Y 2 54.89 Y 2	12.74 0 12.75 0 16.17 0 16.33 C 16.58 C 16.58 Q 17.67 Q 17.67 Q 18.82 Q 18.83 Q 19.00 Q 10.14 Q 10.50 Q 10.50 Q 10.76 Q 10.	0.00 U 0.00 E 0.00 E 0.12 H 0.11 Q 0.11 Q 0.13 Q -0.16 U -0.16 U -0.18 U -0.18 U -0.14 U	-257.81 E -257.81 E -523.48 E -523.56 D -598.97 E -598.88 E -906.43 E -906.42 E 1228.01 E 1228.03 E 1563.37 E 1685.71 E 1685.74 E 2017.85 E 2017.85 E 2362.51 E 2362.52 E 2719.39 E	0.15 B 0.15 B 0.32 B -0.33 C 0.51 B 0.47 B -1.95 Q -1.95 Q -3.91 Q -3.92 Q -5.98 Q -6.76 Q -6.76 Q -6.72 Q 8.84 U -8.83 U -10.80 U -10.79 U -12.73 U -12.72 U -12.73 U -12.72 U -13.55 B	0.10 I 0.20 I 0.21 I 0.22 I 0.25 I 0.36 F 0.36 F 0.50 F 0.64 F 0.64 F 0.69 F 0.70 F 0.85 U 0.97 U

46.7			. 17	-5224-JDS	
40.7	58.14 Y	24.99 Q	0.14 Q -2890.42 E	13.61 U	-1.10 U
35.1	61.99 Y	26.10 Q	0.14 Q -3205.47 A	15.10 U	1.14 F
33,1	61.99 Y	26.10 Q	0.14 Q -3205.47 A	15.10 U	1.14 F
23.4		27.19 Q	0.14 Q -3529.49 A	16.73 U	1.19 F
23.7	65.94 Y	27.18 Q	0.14 Q -3529.49 A	16.74 U	1.19 F
<b>1</b> 1.7	69.99 Y	28.25 Q	0.14 Q -3861.16 A	~18.30 Q	1.21 F
41.7	69.99 Y	28.25 Q	0.14 Q -3861.15 A	-18.30 Q	1.21 F
·	74.13 Y	29.30 Q	0.14 Q -4199.94 A	-19.93 Q	1.22 F
base reaction	74.13 Y	-29.30 Q	-0.14 Q 4199.94 A	19.93 Q	-1.22 F

### COMPLIANCE WITH 4.8.2 & 4.5.4

ELEV	AXIAL	BENDING	SHEAR + TORSIONAL	TOTAL	SATISFIED	D/t(w/t)	MAX ALLOWED
ft			TORSTONAL				ALLOWED
194.00	0.00Y	ò.òòċ	0.01w	0.00AG	YES	9.52A	45.2
	0.01Y	0.20E	0.01W	0.21E	YES	11,86A	45.2
178.83	0.01AF	0.20E	0.01o	0.21E	YES	11.86A	45.2
	0.02AF	0.43E	0.020	0.44E	YES	14.19A	45.2
163.67	0.02AF	0,43E	0.020	0.44E	YES	14.19A	45.2
	0.02AF	0.66E	0.020	0.68E	YES	16.53A	45.2
148.50	0.02AF	0.53D	0.02c	0.54D	YES	12.87A	45.2
	0.02AF	0.57E	0.02C	0.58E	YES	13.33A	45.2
144.75	0.02AB	0.59E	0.02Q	0.60E	YES	13.05A	45.2
	0.02AB	0.70E	0.02Q	0.72E	YES	14.88A	45.2
129.92	0.02Y	0.70E	0.02Q	0.72E	YES	14.88A	45.2
445.00	0.02Y	0.78E	0.02Q	0.79E	YES	16.71A	45.2
115.08	0.02AB	0.78E	0.02Q	0.79E	YES	16.71A	45.2
****	0.02AB	0.84E	0.02Q	0.85E	YES	18.54A	45.2
100.25	0.02AB	0.84E	0.02Q	0.85E	YES	18.54A	45.2
05.00	0.02AB	0.86E	0.02Q	0.87E	YES	19.18A	45.2
95.00	0.02Y	0.89E	0.02Q	0.90E	YES	18.83A	45.2
81.08	0.02Y	0.92E	0.02Q	0.94E	YES	20.55A	45.2
61.00	0.02Y	0.92E	0.02Q	0.94E	YES	20.55A	45.2
67.17	0.02Y	0.96E	0.02Q	0.97E	YES	22.26A	45.2
07.17	0.02Y	0.96E	0.02Q	0.97E	YES	22.26A	45.2
53.25	0.02Y	0.98E	0.02Q	1.00E	YES	23.98A	45,2
33.23	0.01Y	0.77E	0.01Q	0.78E	YES	19.69A	45.2
46.75	0.02Y	0.78E	0.01Q	0.79E	YES	20.35A	45.2
40.75	0.02y	0.80E	0.01Q	0.81E	YES	20.06A	45.2
35.06	0.02Y	0.81A	0.01Q	0.82A	YES	21.26A	45.2
33.00	0.02Y	0.81A	0.01Q	0.82A	YES	21.26A	45.2
23.37	0.02Y	0.82A	0.01Q	0.83A	YES	22.46A	45.2
	0.02Y	0.82A	0.01Q	0.83A	YES	22.46A	45.2
11.69	0.02Y	0.83A	0.010	0.84 <u>A</u>	YES	23.66A	45.2
11.03	0.02Y	0.83A	0.01Q	0.84A	YES	23.66A	45.2
0.00	0.02Y	0.83A	0.01Q	0.85A	YES	24.86A	45.2

 $\label{eq:maximum_loads} \mbox{MAXIMUM LOADS ONTO FOUNDATION(w.r.t. wind direction)}$ 

### 17-5224-JDS

DOWN	SHEAR.W.r.t		MOMENT, W. r. t	.WIND DIR	TORSION
kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kip
74.13 Y	29.30 Q	0.14 Q	-4199 94 A	-19.93 Q	1.22 F

 (USA 222-G) - Monopole Spatial Analysis
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Sabre Towers and Poles

on: 30 jan 2017 at: 15:41:40

195' Monopole / Toney, NC

\* Only 1 condition(s) shown in full \* RRUS/TMAS were assumed to be behind antennas

LOADING CONDITION A

60 mph wind with no ice. Wind Azimuth: 00

### LOADS ON POLE

LOAD TYPE	ELEV	APPLYLO RADĪŪS	ADAT	LOAD	FORC		МОМЕ	NTS
	ft	ft	AZI	AZI	HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
00000000000	194.000 192.000 192.000 184.000 174.000 174.000 164.000 154.000 154.000	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0	0.6333 0.0000 0.2254 0.0000 0.6438 0.0000 0.6363 0.0000 0.6285 0.0000 0.6203	0.9963 1.7971 1.4100 1.7222 1.9393 1.6286 1.9393 1.5350 1.9393 1.4414 1.9393	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000
000000000000000000000000000000000000000	194.000 148.500 148.500 144.750 144.750 129.917 115.083 115.083 1100.250 95.000 81.083 81.083 81.083 81.083 81.083 81.083 81.083	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	180.0 18	0.0000000000000000000000000000000000000	0.0121 0.0160 0.0172 0.0179 0.0179 0.0195 0.0195 0.0210 0.0219 0.0223 0.0223 0.0232 0.0232 0.0239 0.0239 0.0241 0.0241 0.0241 0.0238 0.0238 0.0232	0.0471 0.0648 0.1567 0.1567 0.0932 0.0932 0.1040 0.1148 0.1148 0.1425 0.2425 0.1273 0.1375 0.1375 0.1375 0.1375 0.1375 0.1477 0.1477 0.1477 0.1477 0.1477 0.1477 0.1477 0.1477	0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	0.0000 0.0000

### MAXIMUM POLE DEFORMATIONS CALCULATED(w.r.t. wind direction)

MAST ELEV <del>F</del> t	DEFLECTIONHORIZONTAL ALONG	NS (ft). ACROSS	DOWN	ROTATI TILT . ALONG		
194.0	5.14A	0.02н	0.20A	3.04A	0.01н	0.00=

17-5224-JDS

				1/-:	5224-JDS	
178.8	4.34A	0.02н	0.15A	2.98A	0.01н	0.00F
163.7	3,58A	0.02н	0.12A	2.78A	0.01н	0.00F
148.5	2.88A	0.01H	0.08A	2.49A	0.01H	0.00F
144.7	2.72A	0.01н	0.08A	2.42A	0.01н	0.00F
129.9	2.13A	0.01H	0.05A	2.13A	0.01H	0.00F
115.1	1.62A	0.0 <u>1</u> н	0.04A	1.82A	0.01H	0.00F
100.2	1.19A	0.01Ĥ	0.02н	1.53A	о.оін	0.00F
95.0	1.05A	Q.01H	0.02н	1.43A	0.01н	0.00F
81.1	0.74A	 0.00н	0.01H	1.16A	0.01H	0.00F
67.2	0.49A	0.00н	0.01H	0.90A	0.00н	0,00F
53.2	0.30A	0.00н	0.00н	0.67A	0.00н	0.00F
46.7	0.23A	0.00н	0.00н	0.58A	0.00н	0.00F
35.1	0.13A	0.00н	0.00н	0.42A	0.00н	0.00F
23,4	0.05A	0.00н	0.00н	0.27A	0.00н	0.00F
1 <b>1</b> .7	0.01A	ноо.о	0.00H	0.13A	0.00H	0.00F
0.0	0.00A	0.00A	0.00A	0.00A	0.00A	0.00A
0,0						0.00A
MAXIMUM	POLE FORCES	CALCULATED(w.	r.t. to wi	nd direction)		
MAST	TOTAL	CHEAR	WITHD DIE	MOMENT	WITAID DIE	T00570**
ELEV ft	TOTAL AXIAL	SHEAR.w.r.t ALONG	ACROSS	MOMENT.w.r.t ALONG	ACROSS	TORSION
11	kip	Kip	kíp	ft∸Kip	ft-kip	ft-kip
194.0	1.00 F	0.63 A		0.00 в	0.00 к	0.00 K
170 0	8.62 F	1.70 A	0.00 κ	-21.58 C	0.01 K	0.00 κ
178.8	8.62 K	1.70 B	0.00 L	-21.58 c	0.01 K	0.00 K
167 7	16.51 K	3.17 B	0.00 L	-64.37 €	-0.03 I	0.01 K
163.7	16.51 K	3.17 C	0.00 K	-64.36 C	-0.03 I	0.01 K
140 5	20.83 к	4.03 C	0.00 κ	-130.21 C	-0.05 I	0.01 K
148.5	20.83 K	4.07 K	0.04 L	-130.24 C	-0.10 I	0.01 K
144.7	21.42 K	4.14 K	0.04 L	-148.78 н	-0.12 L	-0.01 I
144.7	21.43 в	4.14 A	0.03 н	-148.75 L	-0.10 L	-0.01 I
120.0	22.81 B	4.40 A	0.03 н	-224.93 A	0.47 K	-0.02 F
129.9	22.82 I	4.40 A	0.04 н	-224.93 A	0.47 K	-0.02 F
115 1	24.36 I	4.69 A	0.04 н	-304.27 A	-1.06 н	-0.05 ⊭
115.1	24.36 I	4.69 A	0.04 н	-304.27 A	-1.07 H	-0.05 F
100.2	26.06 I	5.00 A	0.04 н	-386.96 A	-1.66 н	~0.06 F
100.2	26.06 I	5.00 A	0.04 н	-386.99 A	-1. <b>6</b> 7 н	-0.06 F
25.0	27.33 I	5.11 A	0.04 н	-417.08 A	-1.86 н	-0.07 F
95.0	27.33 I	5.13 A	-0.04 F	-417.08 A	-1.86 н	~0.07 F
	29.10 I	5.44 A	-0.04 F	-499.32 A	-2.36 н	-0.08 F
81.1	29.10 1	5.44 A	0.04 н	-499.32 A	-2.36 н	-0.08 F
		-	0.04 н	-584.71 A	-2.97 н	-0.09 F
67.2	31.01 I	5.76 A	 0.04 н	-584.71 A	н -2.97 н	-0.09 F
	33.07 I	6.09 A		-673.26 A		-0.10 F
53.2	33.07 I					-0.10 F
	35.27 I	6.25 A		-715.73 A		-0.11 F
46.7	35.27 I	6.25 A		-715.74 A		-0.11 F
				-794.08 A		-0.11 F
35.1	37.51 I			-794.07 A		-0.11 F
					<del>-</del>	

	39.91 г	6.79 A	-0 04	E _87 <i>4</i>	17-5	224-JDS	0 13 =
23.4	39.91 i	6.79 A				-4.80 н -4.80 н	
		7.06 A					
11.7	42.39 I	7.06 A	-0.04	F -957	25 A	~3.30 H	-0.12 F
ase		7.32 A					-0.12 F
actic	n 44.95 I	-7.32 A	0.04	F 1041	L.84 A	5.79 н	0.12 F
)MPLIA	NCE WITH 4.8.						
	***************************************						
ELEV	AXIAL		EAR + RSIONAL	TOTAL	SATISFIED	) D/t(w/t)	MAX ALLOWED
ft 4 00				•			
4.00	0.00F	0.00B	0.00A		YES	9.52A	45.2
8.83	0.01F	0.05c	0.00A	0.06c	YES	11.86A	45.2
03	0.01K	0.05c	0.00s	0.06c	YES	11.86A	45.2
.67	0.01κ	0.11c	0.00B	0.12c	YES	14.19Δ	45.2
.07	0.01K	0.11c	0.00c	0.12c	YES	14.19A	45.2
3.50	0,01K	0.16C	0.01c	0.18c	YES	16.53A	45.2
0,50	0.01K	0.13c	0.00k	0.14c	YES	12.87A	45.2
1. 75	0.01κ	0.14н	0.00к	Q.15H	YES	13.33A	45.2
,	0.018	0.15L	0.00A	0.16A	YES	13.05A	45.2
9.92	0.01B	0.17A	0.00A	0.19A	YES	14.88A	45.2
	0.011	0.17A	0.00A	0.19A	YES	14.88A	45.2
.08	0.011	0.19A	0.00A	0.20A	YES	16.71A	
	0.011	0.19A	0.00A	0.20A	YES	16.71A	45.2
25		0.21A			YES	18.54A	45.2
		0.21A			YES	18.54A	45.2
00		0.21A				19.18A	45.2
· ·		0.22A				18.83A	45.2
. 08		0.23A				20.55A	
		0.23A			ÝES	20.55A	45.2
.17	0.011	0.24A			YES		45.2
	0.011	0.24A			YES	22.26A	45.2
. 25		0.24A				23.98A	45.2
			0.00H		YES		45.2
5.75		0,19A			YES	20.35A	
		0.20A					45.2
.06		.0.20A					45.2
			0.00A				45.2
3.37		0.20A  0.20A			YES YES		45.2
							45.2
L.69		0.20A 0.20A					
							45.2
0.00	0.011	0.21A	0.00A 	0.22A	YES	24.86A	45.2
IMUM	LOADS ONTO FO	OUNDATION(w.	r.t. wind	directio	on)		
					<b>—</b> =		

DOWN	SHEAR.w.r.t	.WIND.DIR	MOMENT.w.r.t	.WIND.DIR	TORSION	
kip	ALONG kip	ACROSS kip	ALONG ft-kip	ACROSS ft-kip	ft-kíp	
44.95 I	7.32 A	-0.04 F	-1041.84 A	-5.79 H	-0. <b>1</b> 2	

.



SO#: 17-5224-JDS

Site Name: Toney, NC

Date: 1/31/2017

# Square Base Plate and Anchor Rods per ANSI/TIA 222-G

### Pole Data

Diameter: 56.620 in (flat to flat)

Thickness: 0.375 in Yield (Fy): 65 ksi

# of Sides: 18 "0" IF Round

Strength (Fu): 80

### **Reactions**

Moment, Mu: 4199.94 ft-kips Axial, Pu: 53.91

kips Shear, Vu: 29.27

16

63.5

2.625

### Anchor Rod Data

Quantity:

### Anchor Rod Results

**Base Plate Results** 

(multiple of 4) Diameter: 2.25 Maximum Rod (Pu+ Vu/η): 205.5 Kips

Rod Material: A615 Allowable Φ\*Rnt: 260.0 Kips (per 4.9.9)

Strength (Fu): 100 ksi Anchor Rod Interaction Ratio: 79.0% Pass

Yield (Fy): 75 ksi BC Diam. (in):

Rod Spacing: 6 in

Drain Hole:

### <u>Plate Data</u>

BC Override:

Base Plate (Mu/Z): 37.7 ksi Width (in): Width Override: 61.5 Allowable Φ\*Fy: 45 ksi (per AISC)

Thickness: 2.75 in Base Plate Interaction Ratio: 83.9% Pass

Yield (Fy) 50 ksi Eff. Width: 30.35 in

Corner Clip 12.00 in

in. diameter Drain Location: 26.25 in. center of pole to center of drain hole

Center Hole: 44.5 in. diameter This PCS Site Agreement ("Agreement") is entered into as of

by Beacon Towers-VA LLC, a South
Carolina Limited Liability Company ("BT") and John Thomas
Toney, ("Owner"). Owner acknowledges receiving One
Dollar (\$1.00) and other sufficient consideration for entering
into this Agreement.

- 1. Premises and Use. Owner leases and demises to BT, the site described below: [Check appropriate box (es)]
- X Land consisting of approximately 10,000 square feet upon which BT will construct its equipment base station and antenna structure;

☐Building interior space consisting of approximately \_\_\_\_\_square feet:

Building exterior space for attachment of antennas;

DBuilding exterior space for placement of base station equipment:

Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_ foot level on the Tower.

- X Space required for cable runs to connect PCS equipment and antennas, in location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of BT, source of electric and telephone facilities. The Site will be used by BT for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, related fixtures and if applicable to the Site, and antenna structure. BT will use the Site in a manner which will not unreasonably disturb the occupancy of the Owner's other tenants. BT will have access to the Site 24 hours per day, 7 days per week.
- 2. Term. The term of this Agreement (the "Initial Term") is 5 years commencing on the date ("Commencement Date") both BT and Owner have executed this Agreement. This Agreement will be automatically renewed for ten (10) additional terms (each a "Renewal Term") of 5 years each, unless BT provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.
- 3. Rent. Starting on the first day of the month following the commencement of the physical preparation of the Site, there will be a one-time payment of \$25,000 for site improvements, in advance, and rent will be paid in equal monthly installments of \$500, partial months to be prorated, in advance. Rent for each Renewal Term will be the annual rent in effect for the final year of the Initial Term or prior Renewal Term, as the case may be, increased by 15 percent (%).
- 4. Title and Quiet Possession. Owner represents and agrees
  (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BT its successors, affiliates, and related parties and its authorized contractors are

entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BT is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

- 5. Assignment/Subletting. Tenant shall have the right to sublease or assign its rights under this Agreement without notice or consent of Owner.
- 6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery.

  Notices to BT are to be sent to:

Beacon Towers-VA, LLC PO Box 685 Mt Pleasant SC 29465

Notices to Owner must be sent to the address shown underneath Owner's signature.

- 7. Improvements. BT may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with BT with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, BT may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
- 8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BT will substantially comply with all applicable laws relating to its possession and use of the Site.
- 9. Interference. BT will resolve technical interference problems with other equipment located at the Site on Commencement Date or any equipment that becomes attached to the Site at any future date when BT desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with BT then existing equipment or (b) encroaches onto the Site.
- 10. Utilities. BT will pay for all utilities used by it at the Site. Owner will cooperate with BT in BT's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
- 11. Termination. BT may terminate this Agreement at any time by notice to Owner without further liability if BT does

Initial(s)	/
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Site Name: Toney

not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is cancelled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if BT, for any reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

- 12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following the receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default with such 30-day period and proceeds with due diligence to fully cure the default.
- 13. Indemnity. Owner and BT each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
- 14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BT will not introduce or use any such substance on the Site in violation of any applicable law.
- 15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to BT from the holder of any such mortgage or deed of trust.
- 16. Taxes. BT will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site.

  BT will pay to Owner any increase in real property taxes

attributable solely to any improvements to the Site made by

BT within 60 days after receipt of satisfactory documentation indicating calculation of BT's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of the Owner of which the Site is a part.

NC - 420

- 17. Insurance. BT will produce and maintain commercial liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.
- 18. Maintenance. BT will be responsible for repairing and maintaining the PCS system and any other improvements installed by BT at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse BT for the reasonable costs incurred by BT to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.
- 19. FAA Compliance. BT accepts sole responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"), as applicable. BT represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC.

Owner agrees that BT may install, at BT's sole cost and expense and as required for BT's PCS, a (i) backup generator to provide backup AC power in the event of an AC power outage at the Site, and/or (ii) tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting.

20. Waiver of Owner's Lien. (a) Owner waives any lien rights it may have concerning BT's PCS which are deemed BT's personal property and not fixtures, and BT has the right to remove the same at any time without Owner's consent. (b) Owner acknowledges that BT has entered into a financing arrangement and may enter into additional financing arrangements in the future including promissory notes and a

financial and security agreement ("Financing Agreement") for the financing of BT's PCS ("Collateral") with a third party or parties (the "Financing Entity"). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal processing.

- 21. Restrictive Covenant. In consideration of the terms of this Agreement, the Owner covenants and agrees that during the Term of this Agreement, the Owner or the Owner's employees or other tenants, licensees, invitees, or agents will not use any portion of the Property or adjacent property owned by Owner for the provision of communication tower sites or wireless communications, The parties intend by this Agreement for BT (and persons deriving rights by, through or under BT) to be the sole parties to market, use, or sublease any portion of the property for wireless communications facilities during the Term. Owner agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on the Owner, not injurious to the public interest, and shall be specifically enforceable by BT (and persons deriving rights by, through or under BT) in a court of competent jurisdiction.
- 22. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by BT, Owner agrees promptly to execute and deliver to BT a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supercedes all prior written and verbal agreements, representations, promises or understandings between parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the nonprevailing party.
- 23. Non-Binding until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

24. Right of First Refusal. If, during the term of the Agreement, Owner receives and desires to accept an offer to purchase, exchange, assign, transfer, convey or otherwise alienate all or any portion of the Site, then Owner shall provide BT written notice of such offer, which notice shall include a complete and legible copy of such offer ("Owner's Notice"). BT shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Owner's Notice, the Site (or such lesser portion thereof as is described in Owner's Notice), all on the same terms and conditions as in the offer accompanying Owner's Notice. If BT does not exercise its right of first refusal by written notice to Landlord given within ninety (90) days after receipt of Owner's Notice, to such third person in accordance with the terms and conditions of the offer. If BT fails or declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Site.

The following Exhibits are attached to and made a part of

this Agreement: Exhibits A, B and C	_
OWNER:  By Jerlan Lamas Joney  Printed Name: John Thomas Toney  Its: Owner  Addition: 2727   godging Bood	
Address:2737 Landrum Road	
Columbus, NC 28722	
WITNESS: MUQUO JOHO (Signature Witness #1)	
An T. Phelleps	
(Signature Witness #2)	
Date:	
Beacon Towers-VA, LLC., a South Carolina Limited Liabilit Company	ty
	_
Ву:	
Printed Name: Walter Deputy	
Address: PO Box 685	
Mt Pleasant SC 29465	
WITNESS:	
(Signature Witness #1)	
(Signature Witness #2)	
Date:	

Initial(s)\_

### **EXHIBIT A**

The Leased Premises are described and/or depicted as follows:

Site Location: N35.213745 W82.117956

Power & Telco Easement to Lease Area and 30' Access Easement to a 10,000 square foot portion of parcel described as Parcel ID # P98-33 in Polk County, North Carolina and the Deed was recorded on 12/31.97 in Deed Book 178 Page 1338, Polk County, Register of Deeds.



### Notes:

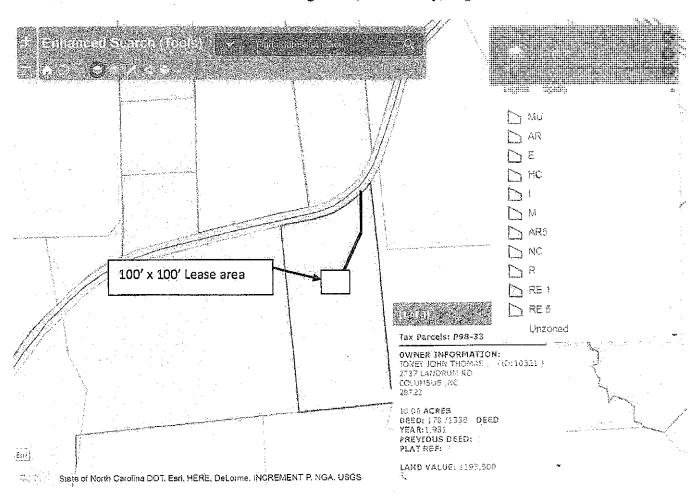
- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- 2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- 4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.
- 5. BT may grade outside the Lease Area in order to comply with local, state or federal erosion and sediment control regulations.

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- 5. BT may grade outside the Lease Area in order to comply with local, state or federal erosion and sediment control regulations.

### **EXHIBIT B**

Return to:

Beacon Towers-VA, LLC

PO Box 685

MEMORANDUM OF LEASE

THIS MEMORANDUM evidences that a lease was made and entered into by written PCS Site Agreement dated,
2016 John Thomas Toney (Grantor-"Owner") and Beacon Towers-VA, LLC (BT). Therefore, Owner leases and demises to BT the Site described in Exhibit A attached hereto in accordance with the terms of the aforesaid Agreement.

Such an Agreement provides in part that Owner lease and demises to BT a certain ("Site") parcel described as Parcel ID # P98-33 and Deed Book 178 Page 1338 in Polk County, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_, 2016, which term is subject to ten (10) additional five (5) year extension periods by BT. Agreement provides to Beacon a Right of First Refusal ("ROFR") for any sale, lease, assignment, conveyance, or transfer or otherwise creates an interest in the Site. Agreement provides to Beacon a Restrictive Covenant that provides that neither the Owner nor the Owner's employees or other tenants, licensees, invitees, or agents will use any portion of the Property or adjacent property owned in part or in total by the Owner for the provision of communication tower sites or wireless communications.

IN TESTIMONY WHEREOF, the parties hereto have set their hands, as of the date first above written.

### PCS SITE AGREEMENT

Site Name: Toney	NC - 420
NAME:	Dit C lièn upon or security interest in any of Landlord's assets. Should Lende
DATE:	exercise any rights of TOWER under the Ground Lease, including the right to
	exercise any renewal option(s) or purchase option(s) set forth in the Groun
RE: dated, by and between("Landlord") and ("Tenant") (the "Ground Lease") with	Lease, Landlord agrees to accept such exercise of rights by Lenders as
espect to that certain real property located in County,	same had been exercised by TOWER, and TOWER, by signing below confirms its agreement with this provision. If there shall be a monetary defau
("Property").	by TOWER under the Ground Lease, Landlord shall accept the cure thereof t
	Lenders within fifteen (15) days after the expiration of any grace pend
Dear:	provided to TOWER under the Ground Lease to cure such default, prior
Towers Buyer, LLC ('Tower') may take an assignment of the	terminating the Ground Lease. If there shall be a non-monetary default to TOWER under the Ground Lease, Landlord shall accept the cure thereof to
Ground Lease and purchase certain of Tenant's assets located on the Property	Lenders within thirty (30) days after the expiration of any grace period provide
ncluding the communications tower. As part of Tower's due diligence review	to TOWER under the Ground Lease to cure such default, prior to terminating
n determining whether to consummate this transaction, we would ask that you	the Ground Lease. The Ground Lease may not be amended in any respe
confirm the following:	which would be reasonably likely to have a material adverse effect on Lender interest therein or surrendered, terminated or cancelled, without the price
I. Attached as Exhibit 'A" is a true and complete copy of the Ground Lease	written consent of Lenders. If the Ground Lease is terminated as result of a
and all amendments or modifications thereto. The Ground Lease constitutes	TOWER default or is rejected in any bankruptcy proceeding, Landlord will enter
he entire agreement between you and Tenant with respect to the subject	into a new lease with Lenders or their designee on the same terms as it
matter thereof. Tenant is the current tenant under the terms of the Ground Lease.	Ground Lease within 15 days of Lenders' request made within 30 days notice of such termination or rejection, provided Lenders pay all past du
	amounts under the Ground Lease. The foregoing is not applicable to norm
2. The Ground Lease commenced on and	expirations of the term of the Ground Lease. In the event Landlord give
he expiration date of the initial term of the Ground Lease is	Tenant any notice of default under the terms of the Ground Lease, Landlo
Tenant has the option to extend the term of the Ground Lease for an additionalterms of five years each.	shall simultaneously give a copy of such notice to Lender at an address to be supplied by Tenant. TOWER shall have the right to record of memorandum
	the terms of this paragraph.
Tenant's annual base rent under the Ground Lease is \$ Tenant	
ways no additional monthly rent. All rent, additional rent and other charges due and payable under the Ground Lease have been paid through,	9. In the event the actual current tower and related improvements lay outsic
2014.	the legal descriptions for the leased area and access, utility and guy will easements, TOWER shall have the right to survey the improvements at
	record an Amended Memorandum of Lease reflecting the actual curre
Tenant shall remit all rental payments to Landlord at the address stated	location of the leased area and access, utility and guy wire easements.
above unless otherwise indicated below:	10. If requested by TOWER, you will execute a Memorandum of Lease to b
	recorded in the public records containing the metes and bounds description.
Phone:	<ol> <li>You (i) have not assigned your interest in the Ground Lease, (ii) are number agreement to or negotiating an agreement to assign your interest in the</li> </ol>
5. Neither you nor Tenant is in default under the Ground Lease and there is no	Ground Lease, and (iii) will not assign your interest in the Ground Lease exce
event which, with the giving of notice and/or the passage of time, would	in connection with a sale of the underlying fee title.
constitute such a default and you have no claim or defense of any nature	
whatsoever against Tenant with respect to the Ground Lease and there is no event which, with the giving of notice and/or the passage of time, would	We would appreciate you reviewing and signing this letter at yo earliest possible convenience as we would like to conclude this transaction
constitute the basis of such a claim or defense.	quickly as possible. If you could fax a copy of this signed letter to my attention
	at and return the original in the enclosed pre-paid return feder
6. You consent to the proposed transaction with the understanding that this	express envelope it would be greatly appreciated. Please do not hesitate contact me at, if you have any concerns or questions.
consent will be effective only if the transaction closes.	contact the at, if you have any concerns of questions.
7. Tenant may freely sublease space on the ground and/or on the tower	Sincerely,
without obtaining your consent.	TOWERS SUMER ALLO
B.TOWER may from time to time grant to certain lenders selected by TOWER	TOWERS BUYER, LLC
and its affiliates (the "Lenders") a lien on and security interest in TOWER's	
nterest in the Ground Lease and all assets and personal property of TOWER	
ocated on the leased space (the "Personal Property") as collateral security for	ACIVAIONAI EDOED AND CONFIDNED.
the repayment of any indebtedness to the Lenders. Landlord hereby agrees to bordinate any security interest, lien, claim or other similar right, including,	ACKNOWLEDGED AND CONFIRMED:
thout limitation, rights of levy or distrait for rent, Landford may have in or on	
the Personal Property, whether arising by agreement or by law, to the liens	
and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a	Name
enering in the intrine. Mothing contained liesest stratt he construed to digit a	SS#

Initial(s)\_\_\_\_\_

Return to:

Beacon Towers-VA, LLC PO Box 685 Mt Pleasant SC 29465

### MEMORANDUM OF LEASE

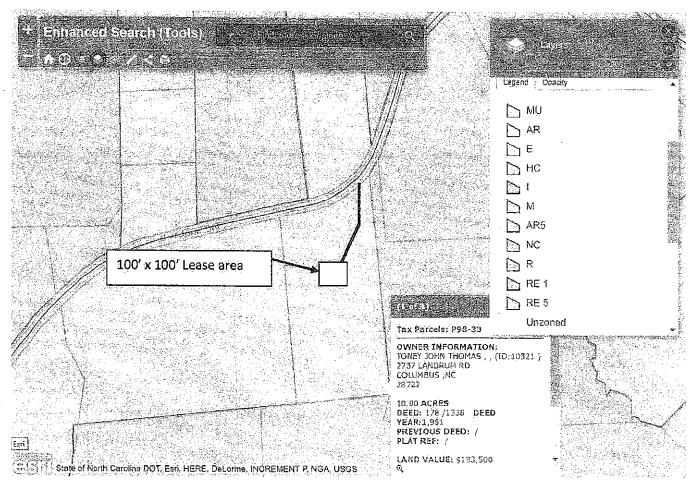
സ്ഥ് ക്ര	EMORANDUM eyidences that a lease was made and entered into by written PCS Site Agreement
dated,	
Owner le	ases and demises to BT the Site described in Exhibit A attached hereto in accordance with the terms of the Agreement.
Such an A	Agreement provides in part that Owner lease and demises to BT a certain ("Site") parcel described as Parce
ID # P98	-33 and Deed Book 178 Page 1338 in Polk County, within the property of Owner which is described in
Exhibit A	attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and
	facilities for a term of five (5) years commencing on this day of, 2016, which term is
	ten (10) additional five (5) year extension periods by BT. Agreement provides to Beacon a Right of Firs
	"ROFR") for any sale, lease, assignment, conveyance, or transfer or otherwise creates an interest in the
	eement provides to Beacon a Restrictive Covenant that provides that neither the Owner nor the Owner's
employee	es or other tenants, licensees, invitees, or agents will use any portion of the Property or adjacent property part or in total by the Owner for the provision of communication tower sites or wireless communications.
IN TES written.	TIMONY WHEREOF, the parties hereto have set their hands, as of the date first above

### EXHIBIT A

The Leased Premises are described and/or depicted as follows:

Site Location: N35,213745 W82,117956

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- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- 4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.
- 5. BT may grade outside the Lease Area in order to comply with local, state or federal erosion and sediment control regulations.

GRANTOR:	By John Thomas Toney (SEAL)
	Print: John Thomas Toney
<u>GRANTEE:</u>	Beacon Towers-VA, LLC, a South Carolina Limited Liability Company
	By:(SEAL) Print: Walter Deputy
んといって STATE OF <del>SOUTH</del> CAROLINA	COUNTY OF POLE
The Foregoing Instrument was act	knowledged before me this <b>B</b> day of <b>Novembes</b> , 20 <del>15,</del>
(SEAL)	
NORSHPHEBLICE JOHN T. P. Full	My commission expires: 76. 82019 Date: 11/08/2016
Notah Publice Som / Publice So	100 Date: 1118116
	1202 Date: 11/8/16
(Signature Witness #2) Printed Name: Jen Nife)	
	······································
STATE OF SOUTH CAROLINA	COUNTY OF
The foregoing Instrument was ack Beacon Towers-VA, LLC.	nowledged before me this day of, 2015, by
(SEAL)	
Notary Public	My commission expires: Date:
WITNESS:	Date:
(Signature Witness #1) Printed Name:	
	Date:
(Signature Witness #2) Printed Name:	



February 6, 2017

Mr. Martin Deputy Beacon Towers, LLC 3519 Stockton Drive Mount Pleasant, SC 29466

RE: Proposed 195' Sabre Monopole for Toney, NC

Dear Mr. Deputy,

Upon receipt of order, we propose to design and supply the above referenced Sabre monopole for a Basic Wind Speed of 90 mph with no ice and 30 mph with 3/4" radial 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".

Then designed according to this standard, the wind pressures and steel strength capacities include several safety factors, resulting in an overall minimum safety factor of 25%. Therefore, it is highly unlikely that the 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 Towers & Poles.* The fall radius for the monopole design described above is less than 50 feet.

Sincerely,

Robert E. Beacom, P.E., S.E. Senior Design Engineer



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Issued Date: 02/17/2017

Martin Deputy Beacon Towers-VA 3519 Stockton Drive Mt Pleasant, SC 29466

### \*\* 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:

Antenna Tower Toney

Location:

Fletcher, NC

Latitude:

35-12-49.36N NAD 83

Longitude:

82-07-04.46W

Heights:

953 feet site elevation (SE)

199 feet above ground level (AGL)

1152 feet above mean sea level (AMSL)

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

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

	At least 10 d	ays prior to start of	f construction (74	460-2, Part 1	)	
X	Within 5 day	ys after the constru	ction reaches its	greatest heig	ght (7460-2,	Part 2)

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

This determination expires on 08/17/2018 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.
- 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 LIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

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 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 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 (817) 222-5933. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-870-OE.

Signature Control No: 317568002-322463249

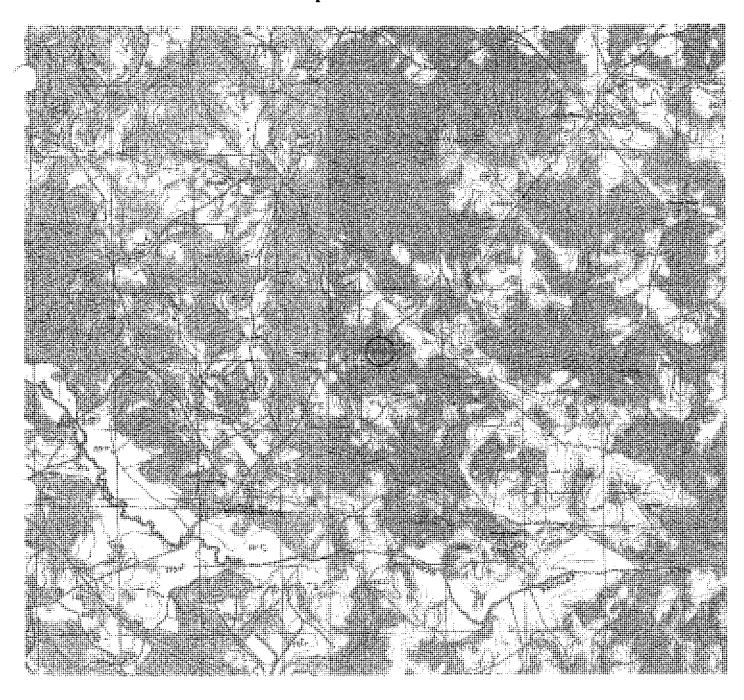
(DNE)

Andrew Hollie Specialist

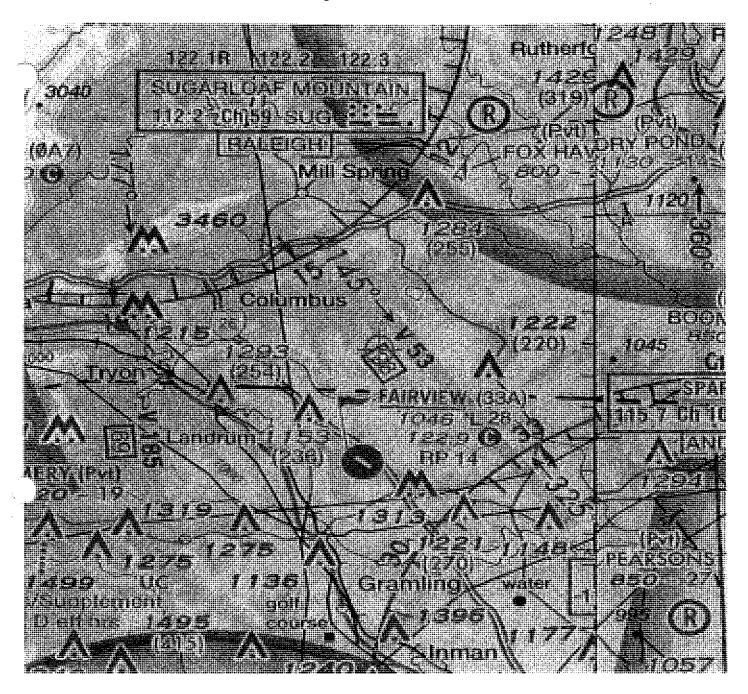
Attachment(s) Frequency Data Map(s)

cc: FCC

## TOPO Map for ASN 2017-ASO-870-OE



## Sectional Map for ASN 2017-ASO-870-OE





February 6, 2017

Polk County Planning & Zoning Department 35 Walker Street Columbus, NC 28722 Attn: Cathy Ruth, County Planner

Re: Beach Towers - Site Name: Toney - Telecommunications Facility Application - Collocation Policy Letter

To Whom It May Concern:

Please accept the signed statement below as confirming Section 304(2)(c) of the Polk County Wireless Telecommunications Ordinance:

With the proposed tower being greater than one hundred-fifty (150) feet in height, the structure shall support at least four (4) telecommunications carriers. The proposed tower shall be designed, structurally, electrically, and in all respects, to accommodate both applicant's antennas and comparable antennas for at least four (4) additional users.

The proposed tower shall be designed, structurally, electrically, and in all respects, to accommodate both applicant's antennas and comparable antennas for at least four (4) additional users.

Please contact me should you have any questions.

Very truly yours, Beacon Towers-VA, LLC

Martin Deputy Managing Director



February 6, 2017

Polk County Planning & Zoning Department 35 Walker Street Columbus, NC 28722 Attn: Cathy Ruth, County Planner

Re: Beach Towers - Site Name: Toney - Telecommunications Facility Application - Tower Removal Letter

To Whom It May Concern:

Please accept the signed statement below as confirming Section 401(1) of the Polk County Wireless Telecommunications Ordinance:

Beacon Towers, its successors and assigns, provide this statement declaring itself, it's successors and assigns of being financially responsible to ensure the proposed wireless communications facility, when it is no longer being operated or used for a period of twelve (12) consecutive months, is reclaimed within sixty (60) days of receipt from Polk County notifying the owner of such abandonment. In the event that the owner of the wireless support structure fails to reclaim the wireless support structure within the sixty (6) day period, the owner of the wireless support structure shall be required to remove the same within six (6) months thereafter.

Please contact me should you have any questions.

Very truly yours, Beacon Towers-VA, LLC

Martin Deputy
Managing Director

# BOOK 178 PAGE 1338

STATE OF NORTH CAROLINA

POIL County

Office of Register of Deeds

Filed for record this the 32 cm, day of

Milly registered in said office, this

day of 1924, his

book of the page 1924, his

Excise Tax	Recording Time, Book and Page
ax Lot No.	Parcel Identifier No.
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l'amangoniana, and	and the property of the second
<u> </u>	
fall after recording to Mr. Scott Toney, Rd.	1. Columbus, N.C. 28722
	, McFarland & Key, P. O. Box 1515, Tryon, N. C. 2878
rief description for the index	
	GENERAL WARRANTY DEED
HIS DEED made this 13 th day of	November 10 81 , by and between
GRANTOR	GRANTEE
SCOTT TONEY, Unmarried,	JOHN THOMAS TONEY.
of Polk County,	of Polk County,
North Carolina	North Carolina
	'
* ·	
nter in appropriate block for each party: name, address, an	nd, if appropriate, character of entity, nq. corporation or partnership.
he designation Grantor and Grantee as used herei	n shall include said parties, their heirs, successors, and assigns, and
hall include singular, plural, masculine, feminine o	r neuter as required by context.
VITNESSETH, that the Grantor, for a valuable cocknowledged, has and by these presents does grant	onaideration paid by the Grantee, the receipt of which is hereby t, bargain, sell and convey unto the Grantee in fee simple, all that
ertain lot or parcel of land situated in the City of	Green Creek Township.
01k County, North Carolina a	nd more particularly described as follows:
running with Carson's line South 6 degre South 5 degrees 00 minutes East 731 fact Carson's line South 83 1/2 degrees West	frum - Rutherfordton Road at Carson's corner and the communication of the corner and the corner

5 degrees 00 minutes Rest 925 feet to an iron pin in line of road; thence with line of road North 77 1/2 degrees Bast 200 feet; thence North 69 degrees 00 minutes Bast 100 feet; thence North 52 degrees 00 minutes East 200 feet to the BRGINNING point, containing 10 acres, more or less.

The above described tract is all of Lot No. 20 and half of Lot 19 as shown on plat made by F. A. Wilkie, Surveyor, dated November, 1957 for Winfred and Dora Smith.

The above described property is the identical property conveyed to Grantor herein by deed dated May, 1980, recorded in Book 174, Page 1370, Polk County Registry.

I hereby certify that the within deed him been pretanted to the Tox Supervisor and the consequence noted on the tox records

This 23 day is theo. 19

C. Zedam 25 Tox Surerisor Book: 178 Page: 1338 Seq: 1

N. C. Har Assoc, I aim No. J. E. 1976, Resided J. 1971. Some rank to me H. a. 11. Later to the C. 21976.

# BOOK 178 PAGE /339

	described property is recorded in Plat Book page	
e Grantce in fee almplo		•
e damo in fee almple, th	its with the Grantee, that Grantor is selzed of the premises in fee simple, he hat title is marketable and free and clear of all encumbrances, and that Grante lawful claims of all persons whomseever except for the exceptions hereing cinabove described is subject to the following exceptions:	Hillia al III de desta appearance
	•	
	,	
IN WITHESS WHEREOF,	the Granter has hereunto set his hand and seal of it corporate, has caused this instri- tiporized officers and its seal to be hereunto affixed by authority of its Itoard of Director	ment to be signed to it
eye written.	Last Timber	
	proprate Name) E SCOTT TONEY	(\$EAL
(Co	President	
	President 2	
TBST:		1A38)
	<b>8</b>	
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Contract NO CALL	V2.5 <sup>-1</sup> /	
BEALSTAND	NORTH CAHOLINA, POLK County.	
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SEAI-STAMP	NONTH CAROLINA,	
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3	A Notice Condition connection.	and that he authority dul
	H given and as the act of the corporation, the foregoing instrument was signed in its m	rije by \$6
	# President, spated with its corporate seal and attested by 25 its	Hecrelas,
	Witness my hand and official stamp or seal, thisday of	, 19
	My commission expirés:	Notary Publ
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na kotegojak Grellilenje <b>M</b> o	With any for flately from the	
	alli Day f. I flate, pound	a (200) - 600 - 70
	This institument and this excilience are duly registered as the date and time and in the to	ok and Pare shown on the

Book: 178 Page: 1339 Seq: 1

# BOOK 174 PAGE /370

STATE OF NORTH CAROLINA

Polk County Office of Register Deeds

for record this the 410 day, or 1 1980 Jo'clock J. M.

duly Oregistered in said office, this

Recording Time, Book and Page

Tax Lot No. ...... Parcel Identifier No. .... Mail after recording to Mr. Scott Toney, & Courses M. 21122 This instrument was prepared by Hugh L. Key, Jr., P. O. Box 1515, Tayon, N. C. 28782

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this day of May , 19 80 , by and between

GRANTOR

JOHN THOMAS TONEY, Unmarried, of Polk County, North Carolina

SCOTT TONEY, of Polk County, North Carolina

Enirr in appropriale bisck for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in Green Creek Township, Polk County, North Carolina and more particularly described as follows:

BEGINNING on an iron pin in line of Landrum-Rutherfordton Road at Carson's corner and running with Carson's line South 6 degrees 00 minutes East 300 feet to a stone; thence South 5 degrees 00 minutes East 731 feet to an iron pin at Carson's corner; thence with Carson's line South 83 1/2 degrees West 470 feet to an iron pin; thence a new line North 5 degrees 00 minutes West 925 feet to an iron pin in line of road; thence with line of road North 77 1/2 degrees East 200 feet; thence North 69 degrees 00 minutes East 100 feet; thence North 52 degrees 00 Binutes East 200 feet to the BEGINNING point, containing 10 acres, more or less.

The above described tract is all of Lot No. 20 and half of Lot 19 as shown on plat made by F. A. Wilkie, Surveyor, dated November, 1957 for Winfred and Dora Smith.

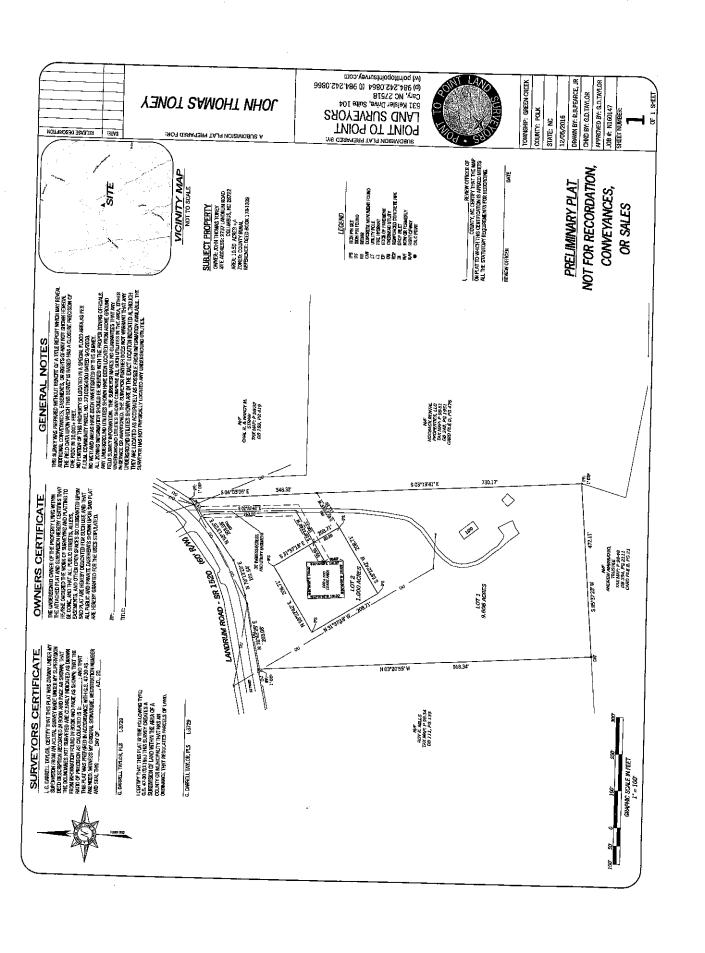
The above described property is the identical property conveyed to the Grantor herein by Sherman Hudson and wife, Ida May Hudson, by deed dated July 20, 1977, recorded in Book 167, Page 1033, Polk County Registry.

I hereby certify that the within fixed this been presented to the Fox Specializer and the conveyonce noted on the tax records.

Book: 174 Page: 1370 Seq: 1

St. Birking Francisco 1 1916

RRANTY DEED Form WD 601	Printed and for sale by James Williams & Co., Inc., Yadkinville, N. C.
POLK	County
tis neen area as 20th door July	19 77 hy and hetween Silkstrian Rubbud and Lua
state of North Carolina, hereinafter called Grantor, and JOHN T	PHOMAS TONEY
vitness Ethi: That the Grantor, for and in consideration of the sum of other good and vituable considerations to him in hand paid by the Grant conveyed, and by these presents does give, grant, bargain, sell, convey a Green Creek  Township,	TBN (\$10.00)  Dollars  ice, the receipt whereof is hereby acknowledged, has given, glavied, bargained, sold and confirm unto the Grantee, his little and/or successors and assigns, pleinises in Polk County, North Carolina, destribed as follows:
running with Carson's line South 6 degree degrees Rast 731 feet to an iron pin at ( South 83 1/2 degrees West 470 feet to an "West 925 feet to an Iron pin in line of a	rum-Rutherfordton Road at Carson's Corner and es East 300 feet to a stone; thence South 5 Carson's Corner; thence with Carson's line iron pin; thence a new line North 5 degrees road; thence with line of road North 77 1/2 egrees East 100 feet; thence North 52 degrees ng ten acres, more or less.
The above described tract is all of Lot 2 F.A. Wilkie, Surveyor, November, 1957, for	20 and half of Lot 19 as shown on plet made by or Winfred and Dorá Smith.
The above described property is the ident Widow, to Sherman Rudson and Ida May Hude recorded in Book 135, Page 195, Polk Cour	tical property conveyed by Clara McQueen Flynn, son, his wife, by deed dated September 13, 1965, nty Registry.
	I hereby certify that the within deed has been pre- sented to the Tox Supervisor and the conveyance noted on the tox records
	This of down Daly 1097
A management of the second of	This 27 day of Jely 1927  Pay Walson by To Tax Superisor
	Tox Supervisor
The photo land size conveyed to Grantor by	See Book No. Page.
The above land was conveyed to Grantor by TO HAVE AND TO HOLD The above described premises, with all the a sand/or parcessors and assems former	the first and a second and a property of the Grantee his
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TO HAVE AND TO HOLD The above described premises, with all the all and lor successors and assigns foreyer and assigns foreyer and assigns foreyer and assigns foreyer and the and premises in fee, an abrances (with the exceptions above stated, if any); and that he will we ensource:  When the foregoing to made to the Grantor or Grantee, the singular shall include the surprise of the same and the first or the country or Grantee.	ppurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his d has the right to convey the same in fee simple; that said premises are free from enair cant and defend the said title to the same against the lawful claims of all persons, and the property of the pivral and the grasculine shall include the feminine or the neuter.
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# FCC Form 854 Main Form

Approved by OMD – 3060-0139 See instructions for public burden estimate

# **Application for Antenna Structure Registration**

Purpose of Filing			<u></u>
1) Enter the application purpose: ( <b>NE</b> )			
AM – Amendment of a Pending Application AU – Administrative Update CA – Cancellation of an Antenna Structure Registrat DI – Notification of an Antenna Structure Dismantlem DU – Request for a Duplicate Antenna Structure Reg	nent gistration	NE – Registration of a New Anter NT – Required Construction/Alter OC – Ownership Change RE – Registration of a Replacem WD – Withdrawal of a Pending A	ration Notification ent Antenna Structure
2a) If the answer to 1 is AU, CA, DI, DU, MD, NT, O Registration (ASR) Number.	C or RE, provide	e the FCC Antenna Structure	FCC ASR Number:
2b) If the answer to 1 is AM or WD, provide the File	Number of the p	pending application on file.	File Number:
2c) If the answer to 1 is MD or NT, provide the date was last altered (mm/dd/yyyy).	the Antenna Str	ructure was constructed or the date it	Date:
2d) If the answer to 1 is DI, provide the date the Antonia	enna Structure	was dismantled (mm/dd/yyyy).	Date:
Antenna Structure Ownership Information  3) Select one of the entity types:  ( ) Individual ( ) Unincorporated Asso ( ) Corporation ( X ) Limited Liability Com ( ) Consortium ( ) Limited Liability Partr  4) FCC Registration Number (FRN): 0021998927	pany (		vernment Entity nited Partnership
6) First Name (if individual):	MI:	Last Name:	Suffix:
7) Legal Entity Name (if not an individual): Beacon Towers-VA	<u> </u>		
8) Attention To: Martin Deputy		9) P.O. Box: P.O. Box 685	And/Or
10a) Street Address 1:	10b) Street A	ddress 2:	
11) City: Mt Pleasant	12) State: SC	13) Zip Code: <b>29465</b>	
14) Telephone Number (xxx-xxx-xxxx): (843) 324-9731		15) Fax Number: (xxx-xxx-xxxx): (843) 324-9731	
16) E-mail Address: martindeputy55@gmail.com			

**Contact Representative Information** 17) First Name (if individual): MI: Last Name: Suffix: Martin Bea **Deputy** 18) Business Name: **Beacon Towers-VA** 19) Attention To: 20) P.O. Box And/Or **Martin Deputy** 685 21a) Street Address 1: 21b) Street Address 2: 23) State: 22) City: 24) Zip Code: Mt Pleasant SC 29465 Telephone Number (xxx-xxx-xxxx): 26) Fax Number: (xxx-xxx-xxxx): (843) 324-9731 (843) 324-9731 27) E-mail Address: martindeputy55@gmail.com Antenna Structure Information 28a) Latitude (DD-MM-SS.S): 28b) North or South: North 35-12-49.4 29a) Longitude (DDD-MM-SS.S): 29b) East or West: 082-07-04.5 West Street Address or Geographic Location: 31) City: **Landrum Road** saluda Zip Code: **29722** 32) County: 33) State: **NORTH CAROLINA POLK** 35) Elevation of site above mean sea level (meters): **290.5** meters 36) Overall height above ground level (AGL) of the supporting structure without appurtenances: 60.7 meters 37) Overall height above ground level (AGL) of the antenna structure including all appurtenances: 60.7 meters 38) Overall height above mean sea level (add items 35 and 37 together): **351.2** meters 39a) Enter the type of structure on which the antenna will be mounted: (MTOWER ) **B** – Building **NNLTANN** – Lattice Tower Array **BANT** – Building with Antenna on Top NNMTANN - Monopole Array **BMAST** – Building with Mast PIPE - Any type of Pipe **BPIPE** – Building with Pipe POLE - Any type of Pole **BPOLE** – Building with Pole RIG - Oil or Other Type of Rig SIGN - Any type of Sign or Billboard BRIDG - Bridge **BTWR** – Building with Tower SILO – Any type of Silo **GTOWER** – Guyed Structure Used For Communication Purposes **STACK** – Smoke Stack **LTOWER** – Lattice Tower **TANK** – Any type of Tank (water, gas, etc.) TREE – When used as a support for an antenna MAST – Mast MTOWER - Monopole **UPOLE** – Utility Pole/Tower used to provide service **NNGTANN** – Guyed Tower Array (electric, telephone, etc.)

39c) Position of this Tower in the Array:

40b) North or South

41b) East or West:

39b) Number of Towers in Array:

40a) Array Center Latitude (DD-MM-SS.S):

41a) Array Center Longitude (DDD-MM-SS.S):

Prop	oosed Marking and/or Lighting				
	Enter the proposed marking and/or See Form 854 Item 42 Instructions	lighting: ( 1 )	ting information.		
2) I	None Paint Only Other	<ul><li>4) FAA Style B</li><li>5) FAA Style D</li><li>6) FAA Style C</li></ul>	7) FAA Style E 8) FAA Style F 9) FAA Style A 10) FAA Style G		
FAA	Notification				
43)	FAA Study Number: 2017-ASO-870-OE		44) Date Issued: <b>02/17/2017</b>		
Envi	ronmental Compliance				
45)	Does the applicant request a waive construction due to an emergency s		les for environmental notice prior to		(No ) Yes or No
46a	) If the answer to 45 is No, is another the Antenna Structure?	er federal agency taking	responsibility for environmental revi	ew of	( No ) Yes or No
46b	) If the answer to 46a is Yes, indica	te why:			( ) 1 or 2
1)	The Antenna Structure is on Fede environmental review of the Anten		ding agency is taking responsibility t	or the	
2)	Another federal agency has agree review of the Antenna Structure.	d with the FCC in writing	to take responsibility for the environ	nmental	
46c	) If the answer to 46a is Yes, provid environmental review of the Anter		I agency taking responsibility for the	;	Name:
47)	If the answers to 45 and 46a are No posted on the FCC's website (mm/c		otice Date for the application to be		Date: 08/02/2017
48)	Is the applicant submitting an environment	onmental assessment?			( No ) Yes or No
49)	Does the applicant certify that grant environmental effect pursuant to Se			nt	( ) Yes or No
50)	If the answer to 49 is Yes, select th	e basis for this certification	on.		( ) 1, 2, 3, 4
1)			(other than due to another agency's .1307(a) or (b) of the FCC's rules?	review)	
2)	The construction is exempt from er other agency has issued a Finding		due to another agency's review, and	the	

The environmental notification has been completed, and the FCC has notified the applicant that an Environmental Assessment is not required under Section 1.1307(c) or (d) of the FCC's rules, and the Construction does not fall within one of the categories in Section 1.1307(a) or (b) of the FCC's rules.

51) If the answer to 50 is 3 or 4, enter the date that Local Notice was provided (mm/dd/yyyy).

The FCC has issued a Finding of No Significant Impact.

Date:

#### **Certification Statements**

- 1) The applicant certifies that all statements made in this application and in the exhibits, attachments, or documents incorporated by reference are material, are part of this application, and are true, complete, correct, and made in good faith.
- 2) The applicant certifies that neither the applicant nor any other party to the application is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification

**Signature** (Typed or Printed Name of Party Authorized to Sign)

	\ 71		<u> </u>			
52)	First Name:		MI:	Last Name:		Suffix:
	Martin			Deputy		
53)	Title:					
	Member					
54)	Signature: <b>Martin</b>				55) Date	
	Martin	Deputy			Feb 24	ł, <b>2017</b>

WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)), AND/OR FORFEITURE (U.S. Code, Title 47, Section 503).

This PCS Site Agreement ("Agreement") is entered into as of by Beacon Towers-VA LLC, a South Carolina Limited Liability Company ("BT") and John Thomas Toney, ("Owner"). Owner acknowledges receiving One Dollar (\$1.00) and other sufficient consideration for entering into this Agreement.

1. Premises and Use. Owner leases and demises to BT, the site described below: [Check appropriate box (es)]

X Land consisting of approximately 10,000 square feet upon which BT will construct its equipment base station and antenna structure;

☐Building interior space consisting of approximately \_\_\_\_\_ square feet;

□Building exterior space for attachment of antennas;

□Building exterior space for placement of base station equipment;

☐Tower antenna space between the \_\_\_\_\_ foot and \_\_\_\_\_ foot level on the Tower.

X Space required for cable runs to connect PCS equipment and antennas, in location(s) ("Site") shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of BT, source of electric and telephone facilities. The Site will be used by BT for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility ("PCS"), including, without limitation, antenna equipment, cable wiring, related fixtures and if applicable to the Site, and antenna structure. BT will use the Site in a manner which will not unreasonably disturb the occupancy of the Owner's other tenants. BT will have access to the Site 24 hours per day, 7 days per week.

2. Term. The term of this Agreement (the "Initial Term") is 5 years commencing on the date ("Commencement Date") both BT and Owner have executed this Agreement. This Agreement will be automatically renewed for ten (10) additional terms (each a "Renewal Term") of 5 years each, unless BT provides Owner notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term.

4. Title and Quiet Possession. Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person signing this Agreement has the authority to sign; (d) that BT its successors, affiliates, and related parties and its authorized contractors are

entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as BT is not in default beyond the expiration of any cure period; and (e) that Owner shall not have unsupervised access to the Site or to the PCS equipment.

- 5. Assignment/Subletting. Tenant shall have the right to sublease or assign its rights under this Agreement without notice or consent of Owner.
- 6. Notices. All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery. Notices to BT are to be sent to:

Beacon Towers-VA, LLC PO Box 685 Mt Pleasant SC 29465

Notices to Owner must be sent to the address shown underneath Owner's signature.

- 7. Improvements. BT may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with BT with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, BT may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.
- 8. Compliance with Laws. Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. BT will substantially comply with all applicable laws relating to its possession and use of the Site.
- 9. Interference. BT will resolve technical interference problems with other equipment located at the Site on Commencement Date or any equipment that becomes attached to the Site at any future date when BT desires to add additional equipment to the Site. Likewise, Owner will not permit or suffer the installation of any future equipment, which (a) results in technical interference problems with BT then existing equipment or (b) encroaches onto the Site.
- 10. Utilities. BT will pay for all utilities used by it at the Site. Owner will cooperate with BT in BT's efforts to obtain utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.
- 11. Termination. BT may terminate this Agreement at any time by notice to Owner without further liability if BT does

initial(s)	/	
unuai(s)-	 	_

Site Name: Toney NC - 420

not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the PCS system, or if any such approval is cancelled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if BT, for any reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

- 12. Default. If either party is in default under this Agreement for a period of (a) 10 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) 30 days following the receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default with such 30-day period and proceeds with due diligence to fully cure the default.
- 13. Indemnity. Owner and BT each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.
- 14. Hazardous Substances. Owner represents that it has no knowledge of any substance, chemical waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. BT will not introduce or use any such substance on the Site in violation of any applicable law.
- 15. Subordination and Non-Disturbance. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site. However, promptly after Agreement is fully executed, Owner will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to BT from the holder of any such mortgage or deed of trust.
- **16.** Taxes. BT will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site.

BT will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by

BT within 60 days after receipt of satisfactory documentation indicating calculation of BT's share of such real estate taxes and payment of the real estate taxes by Owner. Owner will pay when due all other real estate taxes and assessments attributable to the property of the Owner of which the Site is a part.

- 17. Insurance. BT will produce and maintain commercial liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Owner within 30 days of written request. Such policy will provide that cancellation will not occur without at least 15 days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery against the other party in connection with any damage covered by such policy.
- 18. Maintenance. BT will be responsible for repairing and maintaining the PCS system and any other improvements installed by BT at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse BT for the reasonable costs incurred by BT to restore the damaged areas to the condition which existed immediately prior thereto. Owner will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.
- 19. FAA Compliance. BT accepts sole responsibility for the Site's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"), as applicable. BT represents and warrants that the Site complies with all applicable tower or building marking or lighting regulations promulgated by the FAA or the FCC.

Owner agrees that BT may install, at BT's sole cost and expense and as required for BT's PCS, a (i) backup generator to provide backup AC power in the event of an AC power outage at the Site, and/or (ii) tower lighting alarm monitoring system (including, but not limited to, commercial power and a dedicated surveillance telephone line) to monitor the status of the tower/building lighting.

20. Waiver of Owner's Lien. (a) Owner waives any lien rights it may have concerning BT's PCS which are deemed BT's personal property and not fixtures, and BT has the right to remove the same at any time without Owner's consent. (b) Owner acknowledges that BT has entered into a financing arrangement and may enter into additional financing arrangements in the future including promissory notes and a

Initial(s)	

Site Name: Toney NC - 420

financial and security agreement ("Financing Agreement") for the financing of BT's PCS ("Collateral") with a third party or parties (the "Financing Entity"). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal processing.

- Restrictive Covenant. In consideration of the terms of this Agreement, the Owner covenants and agrees that during the Term of this Agreement, the Owner or the Owner's employees or other tenants, licensees, invitees, or agents will not use any portion of the Property or adjacent property owned by Owner for the provision of communication tower sites or wireless communications. The parties intend by this Agreement for BT (and persons deriving rights by, through or under BT) to be the sole parties to market, use, or sublease any portion of the property for wireless communications facilities during the Term. Owner agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on the Owner, not injurious to the public interest, and shall be specifically enforceable by BT (and persons deriving rights by, through or under BT) in a court of competent jurisdiction.
- 22. Miscellaneous. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) If requested by BT, Owner agrees promptly to execute and deliver to BT a recordable Memorandum of this Agreement in the form of Exhibit B; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supercedes all prior written and verbal agreements, representations, promises or understandings between parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; and (f) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the nonprevailing party.
- 23. Non-Binding until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

24. Right of First Refusal. If, during the term of the Agreement, Owner receives and desires to accept an offer to purchase, exchange, assign, transfer, convey or otherwise alienate all or any portion of the Site, then Owner shall provide BT written notice of such offer, which notice shall include a complete and legible copy of such offer ("Owner's Notice"). BT shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Owner's Notice, the Site (or such lesser portion thereof as is described in Owner's Notice), all on the same terms and conditions as in the offer accompanying Owner's Notice. If BT does not exercise its right of first refusal by written notice to Landlord given within ninety (90) days after receipt of Owner's Notice, to such third person in accordance with the terms and conditions of the offer. If BT fails or declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offers to purchase the Site

following Exhibits are attached to and made a part of agreement: Exhibits A, B and C
By: John Thomas Toney Its: Owner Address:2737 Landrum Road
Columbus, NC 28722 ESS:  (Signature Witness #1)  (Signature Witness #2)  Date:
on Towers-VA, LLC., a South Carolina Limited Liability
By: Printed Name: Walter Deputy Its: Member Address: PO Box 685
Mt Pleasant SC 29465 ESS:
(Signature Witness #1)
(Signature Witness #2)
Date:

Initial(s)\_\_\_\_\_

### **EXHIBIT A**

The Leased Premises are described and/or depicted as follows:

Site Location: N35.213745 W82.117956

Power & Telco Easement to Lease Area and 30' Access Easement to a 10,000 square foot portion of parcel described as Parcel ID # P98-33 in Polk County, North Carolina and the Deed was recorded on 12/31.97 in Deed Book 178 Page 1338, Polk County, Register of Deeds.



#### Notes:

- THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
- ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
- WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
- 4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.
- 5. BT may grade outside the Lease Area in order to comply with local, state or federal erosion and sediment control regulations.

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Site Name: Toney NC - 420

#### **EXHIBIT B**

Return to:

Beacon Towers-VA, LLC

PO Box 685

Mt Pleasant SC 29465

#### MEMORANDUM OF LEASE

IN TESTIMONY WHEREOF, the parties hereto have set their hands, as of the date first above written.

Initial(s)\_\_\_\_\_

#### PCS SITE AGREEMENT

Site Name: Tones

NC - 420

Exhib	oit C
NAME:	lien upon or security interest in any of Landlord's assets. Should Lender
DATE:	exercise any rights of TOWER under the Ground Lease, including the right to
	exercise any renewal option(s) or purchase option(s) set forth in the Ground
RE: dated, by and between	Lease, Landlord agrees to accept such exercise of rights by Lenders as if
("Landlord") and ("Tenant") (the "Ground Lease") with	same had been exercised by TOWER, and TOWER, by signing below,
respect to that certain real property located in County,	confirms its agreement with this provision. If there shall be a monetary default
("Property").	by TOWER under the Ground Lease, Landlord shall accept the cure thereof by
	Lenders within fifteen (15) days after the expiration of any grace period
Dear:	provided to TOWER under the Ground Lease to cure such default, prior to
	terminating the Ground Lease. If there shall be a non-monetary default by
Towers Buyer, LLC ("Tower") may take an assignment of the	TOWER under the Ground Lease, Landlord shall accept the cure thereof by
Ground Lease and purchase certain of Tenant's assets located on the Property	Lenders within thirty (30) days after the expiration of any grace period provided
including the communications tower. As part of Tower's due diligence review	to TOWER under the Ground Lease to cure such default, prior to terminating
in determining whether to consummate this transaction, we would ask that you	the Ground Lease. The Ground Lease may not be amended in any respect
confirm the following:	which would be reasonably likely to have a material adverse effect on Lenders'
	interest therein or surrendered, terminated or cancelled, without the prior
1. Attached as Exhibit "A" is a true and complete copy of the Ground Lease	written consent of Lenders. If the Ground Lease is terminated as result of an
and all amendments or modifications thereto. The Ground Lease constitutes	TOWER default or is rejected in any bankruptcy proceeding, Landlord will enter
the entire agreement between you and Tenant with respect to the subject	into a new lease with Lenders or their designee on the same terms as the
matter thereof. Tenant is the current tenant under the terms of the Ground	Ground Lease within 15 days of Lenders' request made within 30 days of
Lease.	notice of such termination or rejection, provided Lenders pay all past due
	amounts under the Ground Lease. The foregoing is not applicable to normal
2. The Ground Lease commenced on and	expirations of the term of the Ground Lease.
the expiration date of the initial term of the Ground Lease is	Tenant any notice of default under the terms of the Ground Lease, Landlord
Tenant has the option to extend the term of	shall simultaneously give a copy of such notice to Lender at an address to be
the Ground Lease for an additional terms of five years each.	supplied by Tenant. TOWER shall have the right to record of memorandum of
	the terms of this paragraph.
3. Tenant's annual base rent under the Ground Lease is \$ Tenant	NO 180 (180 (180 (180 (180 (180 (180 (180
pays no additional monthly rent. All rent, additional rent and other charges due	9. In the event the actual current tower and related improvements lay outside
and payable under the Ground Lease have been paid through,	the legal descriptions for the leased area and access, utility and guy wire
2014.	easements, TOWER shall have the right to survey the improvements and
	record an Amended Memorandum of Lease reflecting the actual current
4. Tenant shall remit all rental payments to Landlord at the address stated	location of the leased area and access, utility and guy wire easements.
above unless otherwise indicated below:	
	10. If requested by TOWER, you will execute a Memorandum of Lease to be
	recorded in the public records containing the metes and bounds description.
Phone:	11. You (i) have not assigned your interest in the Ground Lease, (ii) are not
8/1021494-7/20-7-1	under agreement to or negotiating an agreement to assign your interest in the
5. Neither you nor Tenant is in default under the Ground Lease and there is no	Ground Lease, and (iii) will not assign your interest in the Ground Lease except
event which, with the giving of notice and/or the passage of time, would	in connection with a sale of the underlying fee title.
constitute such a default and you have no claim or defense of any nature	
whatsoever against Tenant with respect to the Ground Lease and there is no	We would appreciate you reviewing and signing this letter at your
event which, with the giving of notice and/or the passage of time, would	earliest possible convenience as we would like to conclude this transaction a

- constitute the basis of such a claim or defense.
- 6. You consent to the proposed transaction with the understanding that this consent will be effective only if the transaction closes.
- 7. Tenant may freely sublease space on the ground and/or on the tower without obtaining your consent.
- 8.TOWER may from time to time grant to certain lenders selected by TOWER and its affiliates (the "Lenders") a lien on and security interest in TOWER's interest in the Ground Lease and all assets and personal property of TOWER located on the leased space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Landlord hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distrait for rent, Landlord may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a

- ne event the actual current tower and related improvements lay outside gal descriptions for the leased area and access, utility and guy wire ents, TOWER shall have the right to survey the improvements and an Amended Memorandum of Lease reflecting the actual current n of the leased area and access, utility and guy wire easements.
- equested by TOWER, you will execute a Memorandum of Lease to be ed in the public records containing the metes and bounds description.
- u (i) have not assigned your interest in the Ground Lease. (ii) are not agreement to or negotiating an agreement to assign your interest in the Lease, and (iii) will not assign your interest in the Ground Lease except ection with a sale of the underlying fee title.

earliest possible convenience as we would like to conclude this transaction a quickly as possible. If you could fax a copy of this signed letter to my attention at and return the original in the enclosed pre-paid return federal express envelope it would be greatly appreciated. Please do not hesitate to contact me at, if you have any concerns or questions.
Sincerely,
TOWERS BUYER, LLC
ACKNOWLEDGED AND CONFIRMED:
Name

Initial(s)\_\_\_

Return to:

Beacon Towers-VA, LLC

PO Box 685

Mt Pleasant SC 29465

#### MEMORANDUM OF LEASE

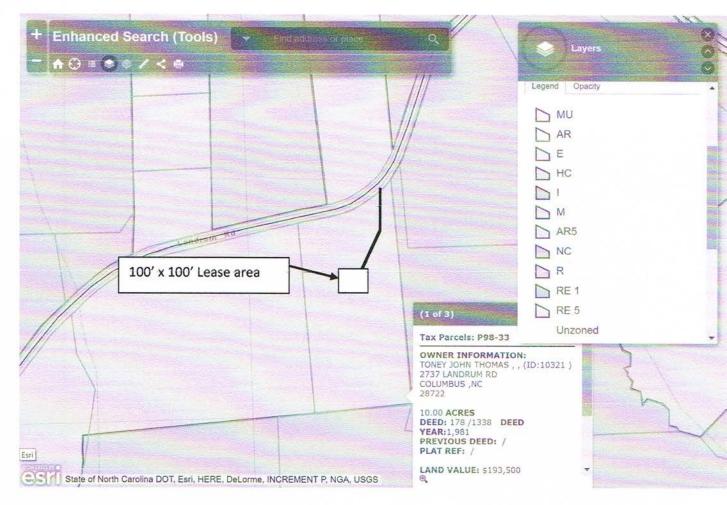
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<b>GRANTOR:</b>	By John Mamas Toney (SEAL)
	Print: John Thomas Toney
GRANTEE:	Beacon Towers-VA, LLC, a South Carolina Limited Liability Company
	By:(SEAL) Print: Walter Deputy
WOTH STATE OF SOUTH CAROLINA	COUNTY OF POLE
NOTARY TOMAS	acknowledged before me this g day of November, 2015,
Notably Publice Du T. P. Ful	Lp My commission expires: 76, 8,2019 Date: 11/08/201
	John Date: 11/8/16  da Fisher  Medson Date: 11/8/16
(8ignature Witness #2) Printed Name: Jennife	erC. Hudson
STATE OF SOUTH CAROLINA	COUNTY OF
The foregoing Instrument was a Beacon Towers-VA, LLC.	cknowledged before me this day of, 2015, by
(SEAL)	
Notary Public	My commission expires: Date:
WITNESS:	
(Signature Witness #1) Printed Name:	Date:
	Date:
(Signature Witness #2) Printed Name:	

