

Sanford /Lee County
SUP Filing
SCI Tower, LLC/ Verizon Wireless



Sanford/LEE County
SPECIAL USE PERMIT
SCI Towers, LLC
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\$500 FEE

(SUP for a telecommunications tower requires an additional \$4,000.00 application fee.)

Application No. _____

Energov Case No. _____

SPECIAL USE PERMIT APPLICATION

Circle Jurisdiction That Applies:

City of Sanford

Lee County

Town of Broadway

The Special Use Permit Process

A Special Use Permit is necessary when a proposed land use may have some consequences that may warrant review by the Board of Adjustment. This review is to insure there will be no detrimental effects to surrounding properties, nor will it be contrary to the public interest.

In order to apply for a Special Use Permit, a completed application along with the application fee and all supporting documentation is required to be submitted to the Sanford/Lee County Zoning & Design Review Department at 115 Chatham Street, Sanford, NC. Information regarding the submittal requirements, deadline dates, and meeting dates is provided in a separate handout labeled City of Sanford Board of Adjustment Deadlines, Meeting Dates & Info. that is available upon request. In order for the Board of Adjustment to grant approval of the Special Use Permit, the applicant must provide all of the information required.

If the Board finds that all approval criteria have been met, they may impose reasonable conditions upon the granting of any Special Use Permit to insure public health, safety, and general welfare. If the application is approved, the applicant may then proceed with securing all required local and state permits necessary for the endeavor. Failure to follow conditions set in the approval process would result in a violation of the Sanford / Broadway / Lee County Unified Development Ordinance (UDO).

For questions concerning this process, you may contact the Sanford/Lee County Zoning & Design Review Dept. on the first floor of the historic Buggy Company Building at 115 Chatham Street in downtown Sanford during regular business hours M-F 8:00am to 5:00pm. Staff does require an in person consultation with the applicant and property owner prior to accepting a Special Use Permit submittal so that we can fully explain the process and legalities associated with this request. For questions you may contact Amy J. McNeill, Zoning Administrator at 919-718-4656, Ext. 5397 or amy.mcneill@sanfordnc.net.

TO THE BOARD OF ADJUSTMENT:

I hereby petition the Board of Adjustment to grant the following Special Use Permit request:

Applicant's Name: Michael Doran

Address: 585 South Square Drive Unit 60 Winterville NC 28590

Telephone No.: 217-622-1377

Email Address: mdoran1@att.net

Property Owner's Name: Grayson Rosser
Address: 1313 Colon Rd Snford NC 27330
Telephone No.: 919-776-8821
Email Address: hobo1301@gmail.com

Parcel Information

Existing Use of Property: Owner home and Business and vacant land

Proposed Use of Property: telecommunication site

Existing Zoning: RR Property Location: Sanford

Property Acreage: 12.7 Tax Map and Parcel No. (PIN): 9654-02-5305-00

Land Use of Adjacent Properties (Provide plat map if available)

North: MH

South: R-20

East: RR

West: RR

General Requirements

The UDO imposes the following general requirements on the use requested by the applicant. Under each requirement, the applicant should explain, with reference to the attached plans where applicable, how the proposed use satisfies these requirements.

1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved; The proposed location of the WTF will not endanger the public health or safety because of the distance to the nearest building or structure (fall zone) being distance of greater that 230' .

2. That the use meets all required conditions and specifications; Per the Sanford/Lee County

Telecommunication Ordinance this WTF meets the require standards and conditions
such as Setbacks, small shrub buffer, no lighting of structure,4 colocations available,
no other usable structures in the vacinity.

3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and

Due the location of the WTF with the dense tree and foliage around this WTF there is no line of site to the WTF.
also as mentioned the WTF is greater that 230' from any adjoining property or structure. So with those facts I would not think this WTF
would not have any impact on the exisiting values in the area. As for the public necessity,due to the heavy trees in and around this area
and no visble tower with in a mile or greater of this location I believe it would be considered a necessity by the folks that live in and .
around this area and for the future growth of the Sanford Lee county

4. That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Sanford/Lee County Land Use Plan.

I would view the surrounding area to be prime for commercial development to the North East as well as south along the off ramp of Hwy 421 and a WTF would be in harmony and general conformtiy as well as a needed infrastructure requirment for the growth of this area.

Provisions for screening landscaping and buffering: (if required add to site plan)

As shown on the site plans we will be planting a landscape buffer as require by the Sanford/lee county Ordinance

Provisions for vehicular circulation and access to streets: (provide NCDOT permit if necessary)

The site will have a 20' x 50 Turnaround at the site and the NCDOT permit is in process an should be completed prior to the SUP hearing

Adequate and safe design for grades, paved curbs and gutters, drainage systems, and treatment or turf to handle storm waters, prevent erosion, subdue dust:

Per the plans we have address the terrain and culverts for the prevention of erosion to the road and the WTF

An adequate amount and safe location of play areas for children and other recreational uses according to the concentration of residential property:

N/A

Compliance with overlay zones including but not limited to the latest adopted Thoroughfare Plan:

N/A

Compliance with the Flood Damage Prevention Ordinance:

This proposed WTF is not in a flood plain.

Other requirements may be requested by the applicant or specified by the Board for protection of the public health, safety, welfare, and convenience:

Predefined Standards

Some Special Uses as listed in the UDO also have additional specific standards imposed. Refer to the Unified Development Ordinance, Article 5 Supplemental Development Regulations, for these requirements. Each standard should be addressed in the site plan submitted along with this application.

Required Attachments/Submittals

City of Sanford: Sixteen (16) copies of the site plan and all supporting documentation shall be submitted with the completed application.

Lee County: Twelve (12) copies of the site plan and all supporting documentation shall be submitted with the completed application.

Town of Broadway: Twelve (12) copies of the site plan and all supporting documentation shall be submitted with the completed application.

CERTIFICATION

I hereby acknowledge that the information contained herein is true. It is further understood that this application will be reviewed for completeness and accuracy and that it shall not be scheduled for official consideration until all required contents in proper form and a \$240 fee payable to the City of Sanford are submitted to the City of Sanford/Lee County Planning & Development Department.

Signature of Applicant (Print & Sign)

This signature to be notarized below.

1-24-20
Date

~~STATE OF NORTH CAROLINA~~ STATE OF ILLINIOS

~~LEE COUNTY~~ COUNTY SANGAMON

I, Kayliegh Pandolph, a Notary Public for ~~Lee~~ ^{Sangamon} County and State of ~~North Carolina~~ do hereby certify that Michael Doran personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the 24th day of January, ~~2018~~ 2020



Kayliegh Pandolph
Notary Public Signature
My Commission expires: 8/30/2022

Signature of Property Owner (Print & Sign)

This signature to be notarized below.

Date

STATE OF NORTH CAROLINA

LEE COUNTY

I, _____, a Notary Public for Lee County and State of North Carolina do hereby certify that _____ personally appeared before me on this day and acknowledged the due execution of the foregoing Instrument. Witness my hand and official seal, this the _____ day of _____, 2018.

(OFFICIAL SEAL)

Notary Public Signature
My Commission expires: _____



STATEMENT IN SUPPORT OF APPLICATION

SCI Towers LLC, (“Applicant”) is a BTS (build to suit) company for the wireless industry with Verizon Wireless, being the anchor tenant, respectfully request the Lee-Sanford Jurisdictions to grant their SUP petition for the approval(s) needed for the installation of a Wireless Telecommunications Facility (the “WTF ”) on a property commonly known as 1313 Colon Rd Sanford , North Carolina 27330 (the “Site”), as further described in the submitted application and its attachments. This request is made under **Lee-Sanford Wireless Telecommunication Facilities (WTF) Ordinance**

PROJECT DESCRIPTION & FINDINGS

The Applicant proposes to construct a 199’ monopole and wireless communications facility (WTF) located in the Town Sanford, North Carolina 27330 on a parcel commonly known as at 1313 Colon Rd Sanford , North Carolina 27330 (the “Site”), The Facility is described in detail below and is further described in the attached plans and survey. The subject parcel is zoned RR

The proposed facility would consist of a 190’ monopole with a 4’’ lightning rod for an overall height of 199’ with- in a 100’ x 100 fenced in area. There will also be a masonry building approximately 11’3’’ x 19’4’’ x 10’ and the lease area will also have a shrubbery buffer zone around the perimeter of the fence per the Sanford /Lee county Ordinance .

The Proposed Monopole will be made of steel and has a light gray color, it also will be designed to support additional wireless user thereby decreasing the need for future towers in the area.

The Applicant has been sensitive in the selection and design of the Proposed Facility by locating the proposed WTF on this property the Applicant believes this area with the 80’+ tree height canopy surrounding the WTF on all sides and being greater than 250’ from the road way (Colon Road) along with this being a large 12.7 acre track of heavy timbered land, we would suggest that this would be in harmony not only with the intent of the Lee County- Sanford WTF Ordinance but also with the surrounding area and the land uses near the subject property which are greater than 230’ feet from the WTF and have no ground level line of site to the proposed WTF . The granting of the zoning relief being sought will not affect the normal and orderly development of the surrounding area. To the contrary, reliable utility networks such as electric, gas, water, and wireless networks are essential to the development and well-being of every community.



The design and construction of the proposed WTF does not create any substantial adverse effect, including value and injury (public safety) to the surrounding properties. In reference to property values there is no known study that could accurately measure the value of real-estate based off the placement of a WTF. One might say, it could promote development due to the very nature of the technology. Addressing safety, the WTF is more than 230' away from the nearest property line and could not injure anyone from that distance. The Proposed WTF will comply with all applicable structural engineering requirements and, if approved, the Tower could be reviewed by the County as stated in 5.33.5.2 Certifications and inspections. The Facilities will be unstaffed and typically require one or two routine visits a month by a service technician. Hence, the WTF will not have a material impact on parking or traffic.

The Facility will be designed and constructed to meet all applicable governmental and industry safety guidelines. The Applicant will comply with FCC and FAA rules concerning construction requirements, safety standards, interference protection, power and height limitations, and radio frequency standards. The Facility will NOT interfere with any other radio devices such as TV's, radios or other cellular phones. Furthermore the Facility will not interfere with any household products such as microwave ovens. The Applicant is licensed and regulated by the federal Communications Commission ("FCC"), which imposes strict health, safety, and interference standards. The proposed Facility will comply with all rules and guidelines that regulation such installations including FCC guidelines with regards to human exposure to RF emissions. The FCC is the governing body that has jurisdiction over this area (RF emissions). It is therefore the belief of the Applicant that the Proposed Facility will be operated so that the public health, safety and welfare will be protected.

The Proposed Facility is designed to fill a coverage gap and capacity issue in the Applicant's network. These networks operate on a "grid" system, whereby overlapping "cells" (geographic wireless coverage areas) mesh to form a continuous wireless network. In order to provide wireless coverage within the geographic confines of each cell, a wireless facility ("cell site") must be located somewhere near the center of that cell. If the wireless facility is not located within or near the center or the height of the antennas is inadequate, then coverage gaps exist. Coverage gaps result in a weak wireless signal which to the end user equates to a dropped call or inability to make or receive a call.

Over half of all "911" calls are placed on wireless networks. Wireless providers, such as U.S. Cellular, offer "E-911" service which is particularly helpful in locating users who are unable to articulate their exact location. Accordingly, reliable wireless infrastructure provides wireless service that is an essential part of the community's everyday life including emergency and non-emergency communication needs.



Given the public's increasing dependency on wireless technology, wireless networks and the cell sites that make up these networks are now more than ever critical to the safety and well being of the overall population. Wireless technology provides vital communications that is commonly used by local residents, businesses, and emergency personnel for a wide variety of communication needs thereby promoting the general public's health, safety, morals, comfort and overall general welfare.

The Applicant firmly believes the zoning relief approvals needed for the Proposed WTF will be in the best interest of the Applicant and the community, thereby deemed necessary for the public convenience. The Applicant stands to gain a more improved wireless service it can offer to its customers. The community stands to gain a more reliable wireless network for which all communities depend on for a safety, convenience, and general well-being standpoints. Imagine, for a moment, if you were unable to make a call on a cell phone in an emergency situation. There are many examples of cell phones saving people's lives.

The Applicant hereby incorporates by reference all of the facts and materials contained in this Statement and its attachments into this application. Without limiting the generality or efficacy of the preceding the Applicant hereby specifically states that the Petition for a Special Use Permit satisfies any and all applicable criteria under the Sanford /lee County Ordinance as written.

Other Points: Lee-Sanford Ordinance

A Please see the attached site plan and CD's for the proposed Telecommunication site.

B. Please see enclosed plans for the elevations of all proposed structures.

C. Screening and fencing, SCI towers LLC per the submitted plans will build a fence and add screening around the lease area.

- 1) The WTF fall zone is within the required setbacks, which are for a RR zoned parcel equal to the height of the structure from adjoining Property lines or 199' SCI Towers will submit an engineer's determination on the structural integrity of the tower once the SHPO/NEPA has been completed which will show that it will not encroach on adjoining lots.
- 2) SCI Towers LLC is submitting a letter stating that this tower can accommodate additional wireless providers.
- 3) The designed of this site shall have all Utilities run under ground to the site.
- 4) This 190' Monopole will not be lighted.



- 5) This site will have only FCC required signage.
 - a. Other Requirements.
 - 1) The monopole design will be of natural color slightly grayish in color
 - 2) SCI Towers LLC has been approved by Sanford-lee regional airport authority and has FAA approval. Enclosed
 - 3) Per our lease with the landowner should we abandon the tower we will remove tower and all above ground fixtures
 - 4) Upon approval of the SUP permit SCI Towers will obtain a removal Bond and submit during the Building permit Process.
 - 5) I have submitted a statement with-in this submittal addressing out intent to allow collocations on our Structure.

D. Please see attached Affidavit as it relates to collocation on existing structures.

F) Please see attached signed ANSI from a SCI Towers.

5. Per our site plan we are placing a 6' high security fence around the perimeter of the site.

10 The location of this tower will not have any significant adverse impact on the view shed of any historic, scenic road, or major view corridor. As you can see from the photo simulations there are large trees around this area and the WTF.

12. Please see Submitted summary letter from a Verizon Wireless RF engineer, pertaining to RF the emissions.

ADDITIONAL INFORMATION BELOW

1.) The use is reasonably necessary for the public convenience at that location:



TRUE, the public relies on wireless communications not only for “convenience” but they also depend on it for public safety. This location is necessary due to the location of the surrounding sites (towers) that exist.

- 2.) The use is so designed, located, and proposed to be operated that it will not be injurious to the district in which it shall be located or otherwise detrimental to the public welfare:

TRUE – The granting of the Special use Permit shall not cause injury to the district or surrounding areas. The wireless communications facility will be designed to meet all Federal, State and Local codes that regulate such facilities. If granted the SUP Permit it will better the public welfare by providing improved communications ability to ALL who live in and around the Town of Sanford and travelers along Hwy 421 and county wide residents as well as improved wireless service which promotes public safety, economic development and the overall general welfare of the area.

- 3.) The use conforms to the applicable regulations and standards of, and preserves the essential character of, the district in which it is located:

TRUE – The future character of the immediate area will remain RR with commercial expanding to the west and north west

Sincerely

A handwritten signature in black ink, appearing to read "Michael Doran", is enclosed within a hand-drawn oval.

Michael Doran

Representing SCI Towers



AFFIDAVIT

I/WE Michael Doran
being first duly sworn on oath, state as follows:

I/WE are the duly designated representatives of the telecommunications carrier USCOC of Greater North Carolina LLC, that has submitted an application to construct a telecommunications facility upon the following property:

1313 Colon Rd Sanford NC 28330 PIN# 9654-02-5305-00

I/WE hereby certify and swear that in conjunction with the issuance of a permit to establish telecommunications facilities and equipment on the subject property, I/WE did look and review the entire search area for other Towers and/or Structures which could be used in lieu of building a new structure and found none with- in a half mile radius.

- 1) ATC 186' SST 2.34 Miles from search area
- 2) ATC 171' SST 2.29 Miles from search area
- 3) Crown Castle 186' SST 3.08 Miles from search area
- 4) ATC 400' Guyed tower 3.28 Miles from search area
- 5) Crown Castle 290' Guyed tower 1.48 miles from search area
- 6) Spectrum Southeast, LLC 290' Guyed tower 1.48 Miles from search area

Attached map

Michael Doran
Representing SCI Towers LLC

STATE OF ILLINOIS
COUNTY OF SANGAMON

On January 22, 2020, before me, Gale Krueger, Notary Public, personally appeared Michael Doran, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same of his own free will.

WITNESS my hand and official seal.

Gale Krueger (SEAL)
Notary Public





NOTES:

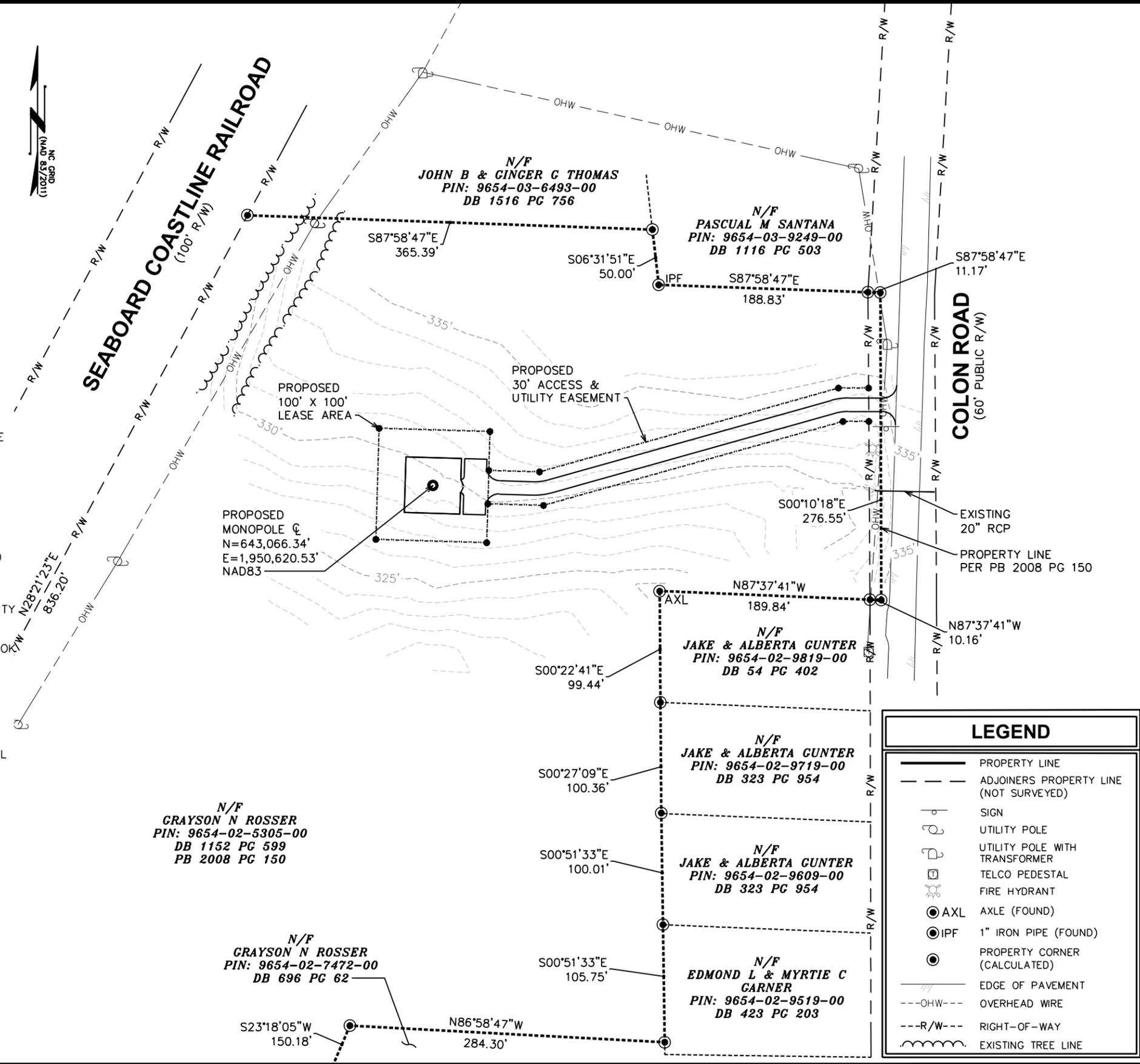
1. PLAN PREPARED WITH THE BENEFIT OF A TITLE REPORT.
2. PLAN DOES NOT REPRESENT AN ALTA/NSPS LAND TITLE SURVEY.
3. BASIS OF THE BEARINGS AND COORDINATES IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD 83/2011) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON OCTOBER 07, 2019; TIED TO THE NATIONAL SPATIAL REFERENCE SYSTEM VIA CORS STATIONS AND OPUS; AND EXPRESSED IN US SURVEY FEET.
4. VERTICAL INFORMATION BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) AND EXPRESSED IN US SURVEY FEET.
5. THIS PLAN DOES NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF THE PARENT PARCEL. PROPERTY LINES ARE DRAWN FROM FIELD LOCATIONS OF MONUMENTATION, GIS, TAX MAPS, AND INFORMATION FOUND IN DEED BOOK 1152, PAGE 599 AND PLAT BOOK 2008, PAGE 150, OF THE LEE COUNTY REGISTER OF DEEDS.
6. DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
7. PROPERTY LOCATED IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD BASED UPON FEMA COMMUNITY PANEL# 3710965400J, EFFECTIVE SEPTEMBER 06, 2006.
8. LESSEE INFORMATION:
SCI TOWERS
8000 S US HIGHWAY 1, SUITE 402
PORT ST. LUCIE, FL 34952
9. PROPERTY INFORMATION:
GRAYSON ROSSER
1313 COLON RD
SANFORD, NC 27330

1A CERTIFICATE

LATITUDE: N 35° 31' 00.56" (NAD '83)
 LONGITUDE: W 79° 09' 57.39" (NAD '83)
 GROUND ELEV. (AMSL): 329.76± (NAVD '88)

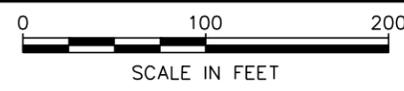
SITE SURVEY

SCALE: 1" = 100'



LEGEND

- PROPERTY LINE
- - - ADJOINERS PROPERTY LINE (NOT SURVEYED)
- ⊕ SIGN
- ⊕ UTILITY POLE
- ⊕ UTILITY POLE WITH TRANSFORMER
- ⊕ TELCO PEDESTAL
- ⊕ FIRE HYDRANT
- ⊕ AXL AXLE (FOUND)
- ⊕ IPF 1" IRON PIPE (FOUND)
- ⊕ PROPERTY CORNER (CALCULATED)
- EDGE OF PAVEMENT
- - - OHW OVERHEAD WIRE
- - - R/W RIGHT-OF-WAY
- ⌋ EXISTING TREE LINE



PREPARED FOR:

8000 S. US HIGHWAY 1, SUITE 402
PORT ST. LUCIE, FL 34952

PROJECT INFORMATION:

SANFORD

1344 COLON RD,
SANFORD, NC 27330
(LEE COUNTY)

PREPARED BY:

TEP ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
(919) 661-6351
COA # P-1403

SURVEYOR CERTIFICATE

"I, DALE A. LOVELACE, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (DEED DESCRIPTION RECORDED IN MAP BOOK 2008 AT PAGE 150) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES, DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS REFERENCED HEREIN; THAT RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1: 10,000 OR GREATER; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600.)".
THIS 23rd DAY OF OCTOBER, 2019.

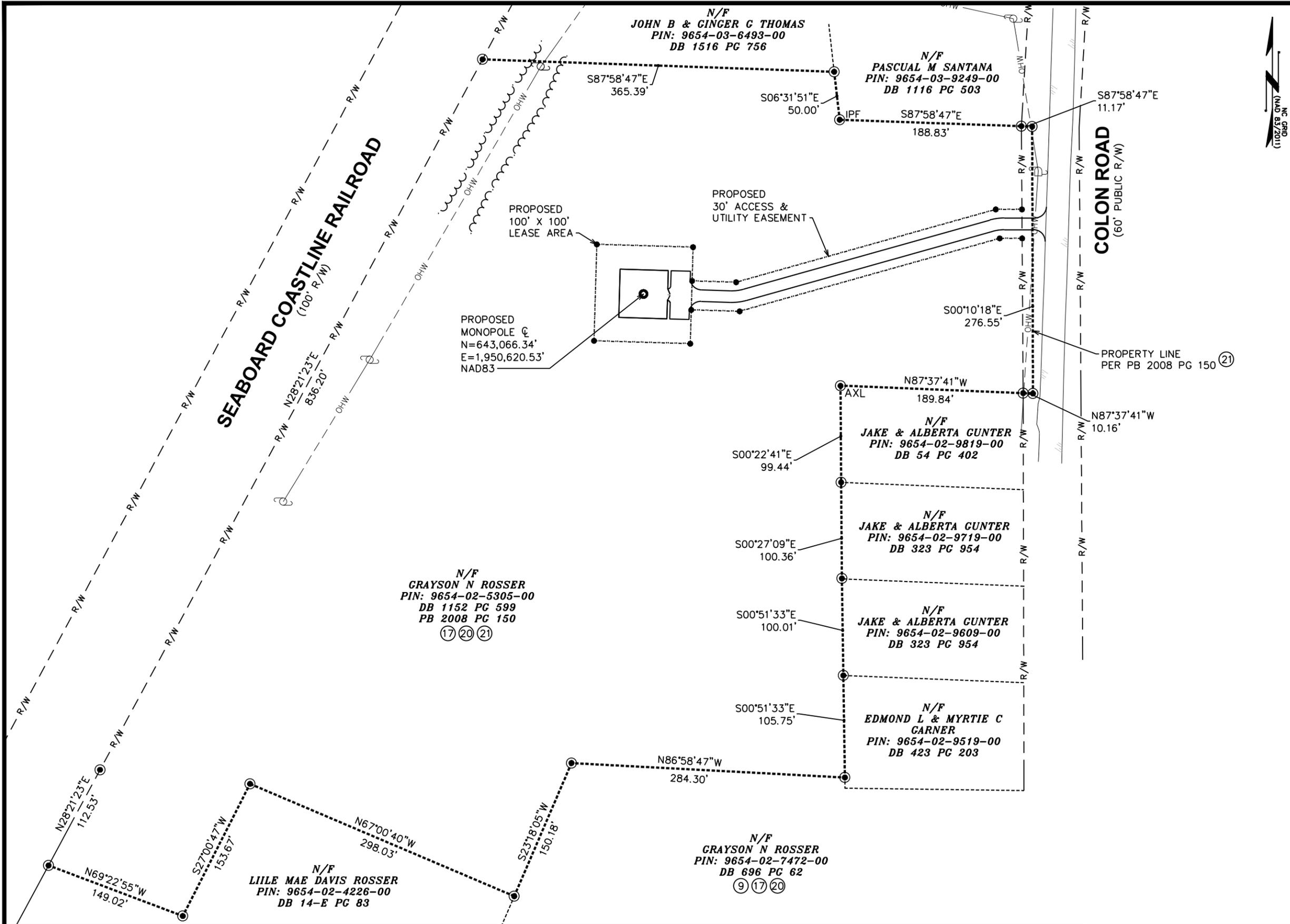
DALE A. LOVELACE
NORTH CAROLINA PLS # L-4901



SHEET TITLE:

SITE SURVEY

DATE: 10/23/2019	REVISION: 0
SHEET #: 1 OF 5	TEP #: 239281



PREPARED FOR:

SCI TOWERS

8000 S. US HIGHWAY 1, SUITE 402
PORT ST. LUCIE, FL 34952

PROJECT INFORMATION:

SANFORD

1344 COLON RD,
SANFORD, NC 27330
(LEE COUNTY)

PREPARED BY:

TEP ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
(919) 661-6351
COA # P-1403

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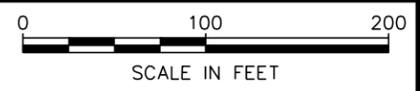
[Signature]

DALE A. LOVELACE
NORTH CAROLINA PLS # L-4901



PROPERTY OVERVIEW

SCALE: 1" = 100'



SHEET TITLE:

PROPERTY OVERVIEW

DATE: 10/23/2019	REVISION: 0
SHEET #: 2 OF 5	TEP #: 239281

SCHEDULE B - SECTION II EXCEPTIONS

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE
COMMITMENT NO: 30088650
COMMITMENT EFFECTIVE DATE: OCTOBER 02, 2019
SCHEDULE B – SECTION II

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET.
(NOT A SURVEY ITEM)
2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
(NOT A SURVEY ITEM)
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
(NOT A SURVEY ITEM)
4. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
(NOT A SURVEY ITEM)
5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
(NOT A SURVEY ITEM)
6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
(NOT A SURVEY ITEM)
7. TAXES FOR THE YEAR 2019 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE.
(NOT A SURVEY ITEM)
8. TIMBER DEED DATED APRIL 24, 1944 BY AND BETWEEN NEIL ROSSER AND MARGARET LEE ROSSER, J. W. ROSSER AND WIFE MARTHA ROSSER, AS GRANTOR, AND T. C. JOHNSON AND W. C. WOMBLF, AS GRANTEE, RECORDED ON MAY 8, 1944 IN DEED BOOK 0038, PAGE 0427.
(BLANKET TYPE AGREEMENT, UNABLE TO PLOT)
9. RIGHT OF WAY AGREEMENT IN FAVOR OF STATE HIGHWAY COMMISSION SET FORTH IN INSTRUMENT RECORDED ON AUGUST 5, 1971 IN DEED BOOK 119, PAGE 454.
(DOES NOT AFFECT PARENT PARCEL, SEE SURVEY HEREIN)
10. RIGHT OF WAY AGREEMENT IN FAVOR OF STATE HIGHWAY COMMISSION SET FORTH IN INSTRUMENT RECORDED ON AUGUST 5, 1971 IN DEED BOOK 119, PAGE 464.
(DUE TO THE VAGUE NATURE OF DESCRIPTION, WE ARE UNABLE TO PLOT)
11. RIGHT OF WAY AGREEMENT IN FAVOR OF STATE HIGHWAY COMMISSION SET FORTH IN INSTRUMENT RECORDED ON AUGUST 5, 1971 IN DEED BOOK 119, PAGE 467.
(DUE TO THE VAGUE NATURE OF DESCRIPTION, WE ARE UNABLE TO PLOT)
12. GENERAL PERMIT IN FAVOR OF HEINS TELEPHONE COMPANY SET FORTH IN INSTRUMENT RECORDED ON JUNE 3, 1975 IN DEED BOOK 259, PAGE 847.
(BLANKET TYPE AGREEMENT, UNABLE TO PLOT)
13. GENERAL PERMIT IN FAVOR OF HEINS TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS SET FORTH IN INSTRUMENT RECORDED ON JUNE 17, 1977 IN DEED BOOK 279, PAGE 745.
(BLANKET TYPE AGREEMENT, UNABLE TO PLOT)
14. GENERAL PERMIT IN FAVOR OF HEINS TELEPHONE COMPANY, ITS SUCCESSORS AND ASSIGNS SET FORTH IN INSTRUMENT RECORDED ON SEPTEMBER 18, 1984 IN DEED BOOK 359, PAGE 814.
(BLANKET TYPE AGREEMENT, UNABLE TO PLOT)
15. ELECTRIC LINE RIGHT-OF-WAY EASEMENT IN FAVOR OF CENTRAL ELECTRIC MEMBERSHIP CORPORATION SET FORTH IN INSTRUMENT RECORDED ON JUNE 29, 1995 IN DEED BOOK 557, PAGE 753.
(DOES NOT AFFECT PARENT PARCEL)
16. NOTICE OF ADOPTION OF TRANSPORTATION CORRIDOR OFFICIAL MAP, DATED FEBRUARY 5, 1999 AND RECORDED FEBRUARY 9, 1999 IN DEED BOOK 663, PAGE 502.
(NOT A SURVEY ITEM)
17. MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT CABINET 9, SLIDE 62G.
(AFFECTS PARENT PARCEL, SEE SURVEY HEREIN)

18. MEMORANDUM OF ACTION, DATED AUGUST 27, 2001 IN FAVOR OF DEPARTMENT OF TRANSPORTATION RECORDED ON AUGUST 28, 2001, IN DEED BOOK 753, PAGE 168; CONSENT JUDGMENT RECORDED ON MARCH 13, 2002 IN DEED BOOK 780, PAGE 79.
(DOES NOT AFFECT PARENT PARCEL)
19. EASEMENT IN FAVOR OF CAROLINA POWER & LIGHT COMPANY, A NORTH CAROLINA PUBLIC SERVICE CORPORATION SET FORTH IN INSTRUMENT RECORDED ON JULY 10, 2002 IN DEED BOOK 795, PAGE 37.
(DOES NOT AFFECT PARENT PARCEL)
20. MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT CABINET 2008, SLIDE 149.
(AFFECTS PARENT PARCEL, SEE SURVEY HEREIN)
21. MATTERS AS SHOWN AND NOTED ON PLAT RECORDED IN PLAT CABINET 2008, SLIDE 150.
(AFFECTS PARENT PARCEL, SEE SURVEY HEREIN)

PREPARED FOR:



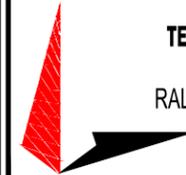
8000 S. US HIGHWAY 1, SUITE 402
PORT ST. LUCIE, FL 34952

PROJECT INFORMATION:

SANFORD

1344 COLON RD,
SANFORD, NC 27330
(LEE COUNTY)

PREPARED BY:



TEP ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
(919) 661-6351
COA # P-1403

SURVEYOR CERTIFICATE

"I, DALE A. LOVELACE, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (DEED DESCRIPTION RECORDED IN MAP BOOK 2008 AT PAGE 150) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES, DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS REFERENCED HEREIN; THAT RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1: 10,000 OR GREATER; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600.)".
THIS 23rd DAY OF OCTOBER, 2019.

DALE A. LOVELACE
NORTH CAROLINA PLS # L-4901



SHEET TITLE:

TITLE EXCEPTIONS

DATE: 10/23/2019

REVISION: 0

SHEET #: 4 OF 5

TEP #: 239281

TITLE EXCEPTIONS

TITLE LEGAL DESCRIPTION

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARENT PARCEL:

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN LEE COUNTY, NORTH CAROLINA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH POINT IS MARKED BY A SOLID IRON SET AND WHICH POINT IS LOCATED IN THE WESTERLY MARGIN OF THE 60 FOOT RIGHT OF WAY OF COLON ROAD (SR 1415) AND WHICH POINT IS A COMMON CORNER BETWEEN THE SUBJECT TRACT AND A TRACT BELONGING, NOW OR FORMERLY, TO LYCZOWSKI AND RUNNING THENCE FROM SAID BEGINNING POINT SOUTH 82 DEGREES 00 MINUTES 00 SECONDS EAST 11.17 FEET TO A POINT, WHICH POINT IS LOCATED WITHIN THE MARGIN OF THE RIGHT OF WAY OF THE SAID COLON ROAD; THENCE SOUTH 05 DEGREES 48 MINUTES 29 SECONDS WEST 276.55 FEET TO A POINT; THENCE NORTH 81 DEGREES 38 MINUTES 54 SECONDS WEST 10.16 FEET TO A SOLID IRON SET IN THE WESTERLY MARGIN OF THE RIGHT OF WAY OF THE SAID COLON ROAD; COMMON CORNER BETWEEN THE SUBJECT TRACT AND TRACT BELONGING, NOW OR FORMERLY, TO GUNTER (BOOK 54, PAGE 402); THENCE WITH THE GUNTER LINE NORTH 81 DEGREES 38 MINUTES 54 SECONDS WEST 189.84 FEET TO AN EXISTING AXLE, ANOTHER CORNER WITH GUNTER; THENCE WITH THE GUNTER LINE SOUTH 05 DEGREES 36 MINUTES 06 SECONDS WEST 99.44 FEET TO AN EXISTING AXLE, COMMON CORNER BETWEEN THE SUBJECT TRACT AND ANOTHER TRACT BELONGING TO THE AFOREMENTIONED GUNTER (BOOK 323, PAGE 954); THENCE CONTINUING WITH THE LINE OF GUNTER SOUTH 05 DEGREES 31 MINUTES 38 SECONDS WEST 100.36 FEET TO A POINT, ANOTHER CORNER BETWEEN THE SUBJECT TRACT AND THE AFOREMENTIONED GUNTER TRACT; THENCE CONTINUING WITH THE LINE OF GUNTER AND OTHERS SOUTH 05 DEGREES 07 MINUTES 14 SECONDS WEST 206.18 FEET TO AN EXISTING AXLE, COMMON CORNER BETWEEN THE SUBJECT TRACT, A TRACT BELONGING, NOW OR FORMERLY, TO GARNER (BOOK 423, PAGE 203), AND A TRACT BELONGING, NOW OR FORMERLY, TO GRAYSON NEIL ROSSER (BOOK 696, PAGE 62; BOOK 955, PAGE 615); THENCE SOUTH 05 DEGREES 15 MINUTES 00 SECONDS WEST 11.00 FEET TO AN EXISTING SOLID IRON, ANOTHER CORNER WITH GARNER AND ROSSER; THENCE SOUTH 83 DEGREES 15 MINUTES 00 SECONDS EAST 185.88 FEET TO A SET IRON STAKE IN THE WESTERN MARGIN IN THE SAID COLON ROAD; THENCE CONTINUING WITH THE WESTERN MARGIN OF THE SAID COLON ROAD TO A POINT, WHICH POINT IS MARKED BY EXISTING SOLID IRON AND WHICH POINT WAS FORMERLY A CORNER BETWEEN GRAYSON NEIL ROSSER AND JOHN ROSSER; THENCE CONTINUING WITH THE WESTERLY MARGIN OF THE SAID COLON ROAD SOUTH 25 DEGREES 41 MINUTES 04 SECONDS WEST 70.00 FEET TO A SOLID IRON SET, THE NEW CORNER BETWEEN GRAYSON NEIL ROSSER AND JOHN ROSSER; THENCE ALONG A NEW LINE BETWEEN GRAYSON NEIL ROSSER AND JOHN ROSSER NORTH 61 DEGREES 05 MINUTES 08 SECONDS WEST 503.86 FEET TO A SOLID IRON SET, A NEW CORNER BETWEEN GRAYSON NEIL ROSSER AND JOHN ROSSER; THENCE WITH THE NEW LINE BETWEEN GRAYSON NEIL ROSSER AND JOHN ROSSER NORTH 29 DEGREES 16 MINUTES 52 SECONDS EAST 70.00 FEET TO A POINT IN THE OLD LINE; THENCE WITH AFOREMENTIONED JOHN ROSSER LINE NORTH 61 DEGREES 01 MINUTES 53 SECONDS WEST 298.03 FEET TO A SOLID IRON SET ANOTHER CORNER WITH JOHN ROSSER; THENCE CONTINUING WITH THE JOHN ROSSER LINE SOUTH 32 DEGREES 59 MINUTES 34 SECONDS WEST 153.67 FEET TO IRON PIPE SET, ANOTHER CORNER WITH JOHN ROSSER; THENCE CONTINUING WITH THE JOHN ROSSER LINE NORTH 63 DEGREES 24 MINUTES 08 SECONDS WEST 149.02 FEET TO A SOLID IRON SET IN THE SOUTHEASTERLY MARGIN OF THE 100 FOOT RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD; THENCE WITH THE SOUTHEASTERLY MARGIN OF THE AFOREMENTIONED RAILROAD RIGHT OF WAY NORTH 34 DEGREES 20 MINUTES 10 SECONDS EAST 948.73 FEET TO A SOLID IRON SET; THENCE SOUTH 82 DEGREES 00 MINUTES 00 SECONDS EAST 365.39 FEET TO A SOLID IRON SET IN THE WESTERN LINE OF THE AFOREMENTIONED LYCZKOWSKI; THENCE WITH THE LINE OF THE AFOREMENTIONED LYCZKOWSKI SOUTH 00 DEGREES 33 MINUTES 04 SECONDS EAST 50.00 FEET TO AN EXITING SOLID IRON, ANOTHER CORNER WITH LYCZKOWSKI; THENCE CONTINUING WITH THE LINE OF THE AFOREMENTIONED LYCZKOWSKI SOUTH 82 DEGREES 00 MINUTES 00 SECONDS EAST 188.83 FEET TO A SOLID IRON SET, THE POINT OF THE BEGINNING, THE SAME BEING A TRACT CONTAINING 11.805 ACRES (EXCLUSIVE OF .068 ACRE LOCATED IN THE RIGHT OF WAY OF THE COLON ROAD) WHICH TRACT IS SHOWN ON A MAP ENTITLED ALL AS MORE FULLY SHOWN ON THREE (3) MAPS AS FOLLOWS:

1. "SURVEY FOR GAYSON NEIL ROSSER" WHICH MAP WAS PREPARED BY MICHAEL A. CAIN, PLS WHICH MAP IS DATED JUNE 3, 2008 AND WHICH MAP IS RECORDED IN PLAT CABINET 2008, SLIDE 150 OF THE LEE COUNTY REGISTRY.
2. "SURVEY FOR GRAYSON [NEAL] ROSSER [AND WIFE] TERSIA GALE GRAHAM ROSSER" WHICH MAP WAS PREPARED BY MICHAEL A. CAIN, PROFESSIONAL LAND SURVEYOR, AND WHICH MAP IS DATED JANUARY 10, 2001, AND WHICH MAP IS RECORDED IN PLAT CABINET 9 AT SLIDE 62-G OF THE LEE COUNTY REGISTRY.
3. "SURVEY FOR GRAYSON [NEAL] ROSSER" WHICH MAP WAS PREPARED BY MICHAEL A. CAIN, PROFESSIONAL LAND SURVEYOR AND WHICH MAP IS DATED DECEMBER 9, 2004, AND WHICH MAP IS RECORDED IN PLAT CABINET 2008, SLIDE 149 OF THE LEE COUNTY REGISTRY.

AND BEING THE SAME PROPERTY CONVEYED TO GRAYSON N. ROSSER AND TERSIA G. ROSSER FROM RONALD W. NORTON, JR., AND WIFE, DIANE FAYE NORTON BY NORTH CAROLINA GENERAL WARRANTY DEED DATED JULY 1, 1982 AND RECORDED JULY 2, 1982 IN DEED BOOK 332, PAGE 16; AND FURTHER CONVEYED TO GRAYSON NEIL ROSSER AND TERSIA GALE GRAHAM ROSSER FROM INEZ W. ROSSER, WIDOW BY NORTH CAROLINA GENERAL WARRANTY DEED DATED FEBRUARY 18, 2000 AND RECORDED FEBRUARY 21, 2000 IN DEED BOOK 696, PAGE 62; AND FURTHER CONVEYED TO GRAYSON NEIL ROSSER FROM JOHN P. ROSSER AND WIFE, LILLIE MAE ROSSER BY NORTH CAROLINA GENERAL WARRANTY DEED DATED JANUARY 27, 2005 AND RECORDED JANUARY 27, 2005 IN DEED BOOK 00955, PAGE 0615; AND FURTHER CONVEYED TO GRAYSON NEIL ROSSER AND TERSIA GALE GRAHAM ROSSER FROM JOHN P. ROSSER AND WIFE, MAE DAVIS ROSSER BY NORTH CAROLINA GENERAL WARRANTY DEED DATED OCTOBER 15, 2008 AND RECORDED OCTOBER 15, 2008 IN DEED BOOK 01152, PAGE 0599; AND FURTHER CONVEYED TO GRAYSON NEIL ROSSER AND TERSIA GALE GRAHAM ROSSER FROM ROBERT L. ROSSER BY NORTH CAROLINA GENERAL WARRANTY DEED DATED FEBRUARY 14, 2001 AND RECORDED FEBRUARY 14, 2001 IN DEED BOOK 726, PAGE 833; AND FURTHER CONVEYED TO GRAYSON NEIL ROSSER AND TERSIA GALE GRAHAM ROSSER FROM ROBERT LESTER ROSSER AND WIFE, BARBARA ROSSER BY NORTH CAROLINA GENERAL WARRANTY DEED DATED OCTOBER 15, 2008 AND RECORDED OCTOBER 15, 2008 IN DEED BOOK 01152, PAGE 0602; AND FURTHER CONVEYED TO GRAYSON NEIL ROSSER AND TERSIA GALE GRAHAM ROSSER FROM GRAYSON NEIL ROSSER AND TERSIA GALE GRAHAM ROSSER BY NORTH CAROLINA NON-WARRANTY DEED DATED OCTOBER 15, 2008 AND RECORDED OCTOBER 15, 2008 IN DEED BOOK 01152, PAGE 0605.

TAX PARCEL NO. 9654-02-5305-00

SAID INTEREST BEING OVER LAND MORE PARTICULARLY DESCRIBED BY THE FOLLOWING DESCRIPTION:

INSERT METES AND BOUNDS DESCRIPTION OF AREA

TITLE LEGAL DESCRIPTION

PREPARED FOR:



8000 S. US HIGHWAY 1, SUITE 402
PORT ST. LUCIE, FL 34952

PROJECT INFORMATION:

SANFORD

1344 COLON RD,
SANFORD, NC 27330
(LEE COUNTY)

PREPARED BY:



TEP ENGINEERING, PLLC
326 TRYON ROAD
RALEIGH, NC 27603-3530
(919) 661-6351
COA # P-1403

SURVEYOR CERTIFICATE

"I, DALE A. LOVELACE, CERTIFY THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, (DEED DESCRIPTION RECORDED IN MAP BOOK 2008 AT PAGE 150) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES, DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS REFERENCED HEREIN; THAT RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1: 10,000 OR GREATER; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600.)".
THIS 23rd DAY OF OCTOBER, 2019.

DALE A. LOVELACE
NORTH CAROLINA PLS # L-4901



SHEET TITLE:

TITLE LEGAL DESCRIPTION

DATE: 10/23/2019

REVISION: 0

SHEET #: 5 OF 5

TEP #: 239281

LEGAL DESCRIPTION OF 100' X 100' LEASE AREA

ALL THAT CERTAIN LEASE AREA, SITUATE, LYING AND BEING IN LEE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 1152 AT PAGE 599 OF THE LEE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE FOUND ON THE NORTHERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 1152 PAGE 599, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 643,246.83', AND EASTING = 1,950,824.18'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 49°04'05" WEST A DISTANCE OF 201.45 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 643,114.85', AND EASTING = 1,950,671.99'; THENCE, FROM THE POINT OF BEGINNING, SOUTH 01°41'04" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 88°18'56" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 01°41'04" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 88°18'56" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SAID LEASE AREA PARCEL CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 30' ACCESS & UTILITY EASEMENT

ALL THAT CERTAIN EASEMENT AREA, SITUATE, LYING AND BEING IN LEE COUNTY, NORTH CAROLINA, BEING A PORTION OF THE LANDS DESCRIBED IN DEED BOOK 1152 AT PAGE 599 OF THE LEE COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIPE FOUND ON THE NORTHERN LIMITS OF THE PARCEL DESCRIBED IN DEED BOOK 1152 PAGE 599, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 643,246.83', AND EASTING = 1,950,824.18'; THENCE, FROM THE POINT OF COMMENCEMENT, SOUTH 63°51'43" EAST A DISTANCE OF 210.85 FEET TO A POINT ON THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 30' ACCESS AND UTILITY EASEMENT AND THE WESTERN LIMITS OF COLON ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 643,153.94'; AND EASTING = 1,951,013.47'; THENCE, FROM THE POINT OF BEGINNING AND WITH SAID RIGHT OF WAY, SOUTH 00°22'53" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, NORTH 90°00'00" WEST A DISTANCE OF 23.31 FEET TO A POINT; THENCE SOUTH 74°22'08" WEST A DISTANCE OF 280.39 FEET TO A POINT; THENCE NORTH 88°18'38" WEST A DISTANCE OF 50.28 FEET TO A POINT ON THE EASTERN LIMITS OF THE AFORE DESCRIBED 100' X 100' LEASE AREA; THENCE, WITH SAID LIMITS, NORTH 01°41'04" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE, LEAVING SAID LEASE AREA, SOUTH 88°18'38" EAST A DISTANCE OF 45.72 FEET TO A POINT; THENCE NORTH 74°22'08" EAST A DISTANCE OF 279.93 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 27.23 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT AREA PARCEL CONTAINING 10,602 SQUARE FEET OR 0.24 ACRES MORE OR LESS.

**2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)**

(Reproduce the following data on the building plans sheet 1 or 2)

Name of Project: SANFORD
 Address: 1344 COLON ROAD, SANFORD, NC Zip Code 27330
 Owner/Authorized Agent: DAVE HERRING Phone # (888) 318 - 2803 E-Mail dave@scitowers.com
 Owned By: City/County Private State
 Code Enforcement Jurisdiction: City County LEE State

CONTACT: Tower Engineering Professionals

DESIGNER	FIRM	NAME	LICENSE #	TELEPHONE #	E-MAIL
Architectural				()	
Civil	Tower Engineering Professionals	Jeremy K. Wooster	048394	(919) 661-6351	jkwooster@tepgroup.net
Electrical	Tower Engineering Professionals	Mark S. Quakenbush	042109	(919) 661-6351	mquakenbush@tepgroup.net
Fire Alarm				()	
Plumbing				()	
Mechanical				()	
Sprinkler-Standpipe				()	
Structural				()	
Retaining Walls >5' High				()	
Other				()	

(*Other* should include firms and individuals such as truss, precast, pre-engineered, interior designers, etc.)

2018 NC BUILDING CODE: New Building Addition Renovation
 1st Time Interior Completion
 Shell/Core - Contact the local inspection jurisdiction for possible additional procedures and requirements
 Phased Construction - Shell/Core- Contact the local inspection jurisdiction for possible additional procedures and requirements

2018 NC EXISTING BUILDING CODE: EXISTING: Prescriptive Repair Chapter 14
 Alteration: Level I Level II Level III
 Historic Property Change of Use

CONSTRUCTED: (date) _____ **CURRENT OCCUPANCY(S)** (Ch. 3): _____
RENOVATED: (date) _____ **PROPOSED OCCUPANCY(S)** (Ch. 3): _____

OCCUPANCY CATEGORY (Table 1604.5): **Current:** I II III IV
Proposed: I II III IV

BASIC BUILDING DATA
Construction Type: I-A II-A III-A IV V-A
 (check all that apply) I-B II-B III-B V-B
Sprinklers: No Partial Yes NFPA 13 NFPA 13R NFPA 13D
Standpipes: No Yes Class I II III Wet Dry
Fire District: No Yes **Flood Hazard Area:** No Yes
Special Inspections Required: No Yes (Contact the local inspection jurisdiction for additional procedures and requirements.)

Gross Building Area Table			
FLOOR	EXISTING (SQ FT)	NEW (SQ FT)	SUB-TOTAL
3 rd Floor		N/A	
2 nd Floor		N/A	
Mezzanine		N/A	
1 st Floor		N/A	
Basement		N/A	
TOTAL		N/A	

ALLOWABLE AREA

Primary Occupancy Classification(s): Select one Select one Select one Select one Select one Select one

Assembly A-1 A-2 A-3 A-4 A-5
 Business
 Educational
 Factory F-1 Moderate F-2 Low
 Hazardous H-1 Detonate H-2 Deflagrate H-3 Combust H-4 Health H-5 HPM
 Institutional I-1 Condition 1 2
 I-2 Condition 1 2
 I-3 Condition 1 2 3 4 5
 I-4
 Mercantile
 Residential R-1 R-2 R-3 R-4
 Storage S-1 Moderate S-2 Low High-piled
 Parking Garage Open Enclosed Repair Garage
 Utility and Miscellaneous

Accessory Occupancy Classification(s): N/A
Incidental Uses (Table 509): N/A

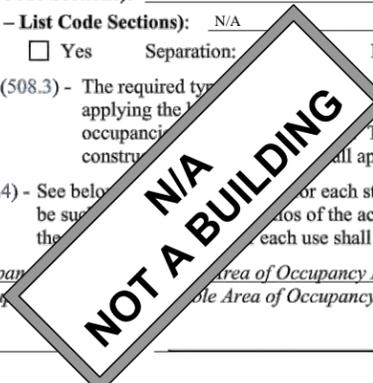
Special Uses (Chapter 4 – List Code Sections): N/A
Special Provisions: (Chapter 5 – List Code Sections): N/A

Mixed Occupancy: No Yes Separation: _____ Exception: _____

Non-Separated Use (508.3) - The required type of construction for the building shall be determined by applying the building code for each of the applicable occupancy categories. The most restrictive type of construction shall apply to the entire building.

Separated Use (508.4) - See below. For each story, the area of the occupancy shall be based on the ratio of the actual floor area of each use divided by the allowable area of occupancy for each use shall not exceed 1.

$$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1$$



PLANS PREPARED FOR:



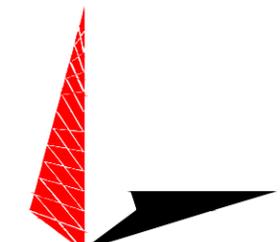
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 661-6351
 www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

3	11/25/19	<input type="checkbox"/>
2	11/20/19	<input type="checkbox"/>
1	10/30/19	<input type="checkbox"/>
0	10/1/19	<input type="checkbox"/>
REV	DATE	ISSUED FOR:

DRAWN BY: CHECKED BY:

SHEET TITLE:

APPENDIX B

SHEET NUMBER: **T-2** REVISION: **3**
 TEP #: 239281

STORY NO.	DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 506.2 ⁴ AREA	(C) AREA FOR FRONTAGE INCREASE ^{1,5}	(D) ALLOWABLE AREA PER STORY OR UNLIMITED ^{2,3}

- ¹ Frontage area increases from Section 506.2 are:
- Perimeter which fronts a public way
 - Total Building Perimeter
 - Ratio (F/P) = _____ (F/P)
 - W = Minimum width of public way
 - Percent of frontage increase = $(F/P) \times W/30 = \text{_____} (\%)$
- ² Unlimited area applicable under conditions of Section 507.
- ³ Maximum Building Area = total number of stories in the building x D (maximum 3 stories) (506.2).
- ⁴ The maximum area of open parking garage must comply with Table 406.5.4. The maximum area of air traffic control towers must comply with Table 412.2.1.
- ⁵ Frontage increase is based on the unsprinklered area value in Table 506.2.

ALLOWABLE HEIGHT

	ALLOWABLE	SHOWN ON PLANS	CODE REFERENCE
Building Height in Feet (Table 504.3)			
Building Height in Stories (Table 504.4)			

¹ Provide code reference if the "Shown on Plans" quantity is not by code.

FIRE PROTECTION REQUIREMENTS

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	RATING		DETAIL # AND SHEET	DESIGN # FOR RATED ASSEMBLY	SHEET # FOR RATED PENETRATION	SHEET # FOR RATED JOINTS
		REQ'D	PROVIDED (W/REDUCTION)*				
Structural Frame, including columns, girders, trusses							
Bearing Walls							
Exterior							
North							
East							
West							
South							
Interior							
Nonbearing Walls and Partitions							
Exterior walls							
North							
East							
West							
South							
Interior walls and partitions							
Floor Construction							
Including supporting beams and joists							
Floor Ceiling Assembly							
Columns Supporting Floors							
Roof Construction, including supporting beams and joists							
Roof Ceiling Assembly							
Columns Supporting Roof							
Shaft Enclosures - Exit							
Shaft Enclosures - Other							
Corridor Separation							
Occupancy/Fire Barrier Separation							
Party/Fire Wall Separation							
Smoke Barrier Separation							
Smoke Partition							
Tenant/Dwelling Unit/Sleeping Unit Separation							
Incidental Use Separation							

* Indicate section number permitting reduction

PLANS PREPARED FOR:



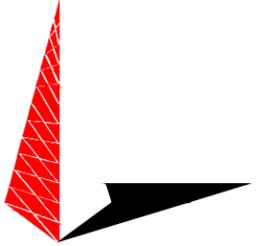
PO BOX 3469, CARY, NC 27519
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PROJECT INFORMATION:

SCI SITE NAME:
SANFORD

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:



3	11/25/19	
2	11/20/19	
1	10/30/19	
0	10/1/19	
REV	DATE	ISSUED FOR:

DRAWN BY: [] CHECKED BY: []

SHEET TITLE:

APPENDIX B

SHEET NUMBER: **T-3**

REVISION: **3**

TEP #: 239281

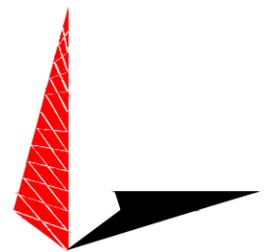
PLANS PREPARED FOR:



PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:
**SCI SITE NAME:
SANFORD**
1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:



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RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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N.C. LICENSE # C-1794

SEAL:



3	11/25/19	□□□□
2	11/20/19	□□□□
1	10/30/19	□□□□
0	10/1/19	□□□□
REV	DATE	ISSUED FOR:

DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:
APPENDIX B

SHEET NUMBER: **T-4** REVISION: **3**
TEP #: 239281

PERCENTAGE OF WALL OPENING CALCULATIONS

FIRE SEPARATION DISTANCE (FEET) FROM PROPERTY LINES	DEGREE OF OPENINGS PROTECTION (TABLE 705.8)	ALLOWABLE AREA (%)	ACTUAL SHOWN ON PLANS (%)

LIFE SAFETY PLAN REQUIREMENTS

Emergency Lighting: Yes No Partial

Exit Signs: Yes No Partial

Fire Alarm: Yes No Partial

Smoke Detection Systems: Yes No Partial

Panic Hardware: Yes No

LIFE SAFETY PLAN REQUIREMENTS

- Life Safety Plan Sheet #: _____
- Fire and/or smoke rated wall locations (Chapter 7)
 - Assumed and real property line locations (if not on the site plan)
 - Exterior wall opening area with respect to distance to assumed property lines (705.8)
 - Occupancy Use for each area as it relates to occupant load calculation (Table 1004.1.2)
 - Occupant loads for each area
 - Exit access travel distances (1017)
 - Common path of travel distances (Tables 1006)
 - Dead end lengths (1020.4)
 - Clear exit widths for each exit door
 - Maximum calculated occupant load that can be accommodated based on egress width (1005.3)
 - Actual occupant load for each exit
 - A separate schematic plan indicating floor/ceiling and/or roof structure is provided for purposes of occupancy separation
 - Location of doors with panic hardware (1010)
 - Location of doors with delayed egress and the amount of delay (1010.1.9.7)
 - Location of doors with electromagnetic egress locks (1010.1.9.9)
 - Location of doors equipped with hold-open devices
 - Location of emergency escape windows (1030)
 - The square footage of each fire area (202)
 - The square footage of each smoke compartment for Occupancy Classification I-2 (407.5)
 - Note any code exceptions or table notes that may have been utilized regarding the items above

ACCESSIBLE DWELLING UNITS (SECTION 1107)

TOTAL UNITS	ACCESSIBLE UNITS REQUIRED	ACCESSIBLE UNITS PROVIDED	TYPE A UNITS REQUIRED	TYPE A UNITS PROVIDED	TYPE B UNITS PROVIDED	TOTAL ACCESSIBLE UNITS PROVIDED

ACCESSIBLE SPACES PROVIDED

LOT OR PARKING AREA	TOTAL # OF PARKING REQUIRED	TOTAL # OF ACCESSIBLE SPACES PROVIDED	VAN SPACES WITH		TOTAL # ACCESSIBLE PROVIDED
			132" ACCESS AISLE	8' ACCESS AISLE	
TOTAL					

PLUMBING FIXTURE REQUIREMENTS (TABLE 2902.1)

USE	SPACE	WATERCLOSETS			URINALS	LAVATORIES			SHOWERS /TUBS	DRINKING FOUNTAINS	
		MALE	FEMALE	UNISEX		MALE	FEM	UNISEX		REGULAR	ACCESSIBLE
	EXIST'G										
	NEW										
	REQ'D										

SPECIAL APPROVAL: (Local Jurisdiction, Department of Health, Fire Department, etc., describe below)

ENERGY SUMMARY

ENERGY REQUIREMENTS:

The following data shall be considered minimum and any special attribute required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.

Existing building envelope complies with code: No Yes (Provide code of _____ remainder of this section is not applicable)

Exempt Building: No Yes (Provide code of _____)

Climate Zone: 3A 4A _____

Method of Compliance: Energy _____ Prescriptive
 ASHRAE _____ Prescriptive
 (Provide code of _____ source here)

THERMAL ENVELOPE (Prescriptive)

Roof/ceiling Assembly (each assembly)

Description of assembly: _____
 U-Value of total assembly: _____
 R-Value of insulation: _____
 Skylights in each assembly: _____
 U-Value of skylight: _____
 total square footage of skylights in each assembly: _____

Exterior Walls (each assembly)

Description of assembly: _____
 U-Value of total assembly: _____
 R-Value of insulation: _____
 Openings (windows or doors with glazing)
 U-Value of assembly: _____
 Solar heat gain coefficient: _____
 projection factor: _____
 Door R-Values: _____

Walls below grade (each assembly)

Description of assembly: _____
 U-Value of total assembly: _____
 R-Value of insulation: _____

Floors over unconditioned space (each assembly)

Description of assembly: _____
 U-Value of total assembly: _____
 R-Value of insulation: _____

Floors slab on grade

Description of assembly: _____
 U-Value of total assembly: _____
 R-Value of insulation: _____
 Horizontal/vertical requirement: _____
 slab heated: _____

**2018 APPENDIX B
 BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS**

**STRUCTURAL DESIGN
 (PROVIDE ON THE STRUCTURAL SHEETS IF APPLICABLE)**

DESIGN LOADS:

Importance Factors: Snow (I_s) _____
 Seismic (I_E) _____

Live Loads: Roof _____ psf
 Mezzanine _____ psf
 Floor _____ psf

Ground Snow Load: _____ psf

Wind Load: Basic Wind Speed _____ (ASCE-7)
 Exposure Category _____

SEISMIC DESIGN CATEGORY:

Provide the following Seismic Design Risk Category (Table 1601-1)
 I II III IV
 Spectral Response Acceleration Coefficient (S₁) _____ %g

Site Classification (ASCE 7.9.6): A B C D E F
 Data Source: Field Test Presumptive Historical Data

Basic structural system: Bearing Wall Dual w/Special Moment Frame
 Building Frame Dual w/Intermediate R/C or Special Steel
 Moment Frame Inverted Pendulum

Analysis Procedure: Simplified Equivalent Lateral Force Dynamic
 Architectural, Mechanical, Components anchored? Yes No

LATERAL DESIGN CONTROL: Earthquake Wind

SOIL BEARING CAPACITIES:

Field Test (provide copy of test report) _____ psf
 Presumptive Bearing capacity _____ psf
 Pile size, type, and capacity _____

PLANS PREPARED FOR:



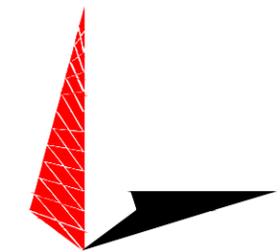
PO BOX 3469, CARY, NC 27519
 (888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
 SANFORD**

1344 COLON RD.
 (E911 ADDRESS TO BE DETERMINED)
 SANFORD, NC 27330
 (LEE COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 661-6351
 www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

**ZONING
 REVIEW**

3	11/25/19	□□□□
2	11/20/19	□□□□
1	10/30/19	□□□□
0	10/1/19	□□□□
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DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:

APPENDIX B

SHEET NUMBER: T-5	REVISION: 3 TEP #: 239281
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**2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
MECHANICAL DESIGN
(PROVIDE ON THE MECHANICAL SHEETS IF APPLICABLE)**

MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Thermal Zone

winter dry bulb: _____
summer dry bulb: _____

Interior design conditions

winter dry bulb: _____
summer dry bulb: _____
relative humidity: _____

Building heating load: _____

Building cooling load: _____

Mechanical Spacing Conditioning System

Unitary

description of unit: _____
heating efficiency: _____
cooling efficiency: _____
size category of unit: _____

Boiler

Size category. If oversized, state reason: _____

Chiller

Size category. If oversized, state reason: _____

List equipment efficiencies: _____

**2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
ELECTRICAL DESIGN
(PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)**

ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT

Method of Compliance: Energy Code Performance Prescriptive
ASHRAE 90.1 Performance Prescriptive

Lighting schedule (each fixture type)

lamp type required in fixture: _____
number of lamps in fixture: _____
ballast type used in the fixture: _____
number of ballasts: _____
total wattage per fixture: _____
total interior wattage allowed (whole building or space by space): _____
total exterior wattage allowed: _____

**Additional Efficiency Package Options
(When using the 2018 NCECC; not required for ASHRAE 90.1)**

- C406.2 More Efficient HVAC Equipment Performance
- C406.3 Reduced Lighting Power Density
- C406.4 Enhanced Digital Lighting Controls
- C406.5 On-Site Renewable Energy
- C406.6 Dedicated Outdoor Air System
- C406.7 Reduced Energy Use in Service Water Heating

PLANS PREPARED FOR:



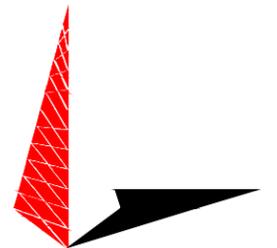
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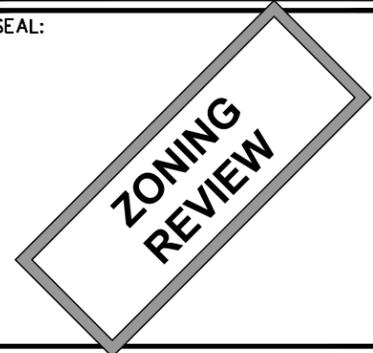
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SEAL:



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0	10/1/19	□□□□
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SHEET TITLE:
APPENDIX B

SHEET NUMBER: **T-6** REVISION: **3**
TEP #: 239281

PROJECT NOTES:

- ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED SCI OR ITS DESIGNATED REPRESENTATIVE.
- ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING TO HAVE SUFFICIENT EXPERIENCE AND ABILITY, IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF NORTH CAROLINA.
- THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA-222-G-2-2009 AND CONFORM TO THE REQUIREMENTS OF THE NORTH CAROLINA BUILDING CODE, 2018 EDITION.
- WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NORTH CAROLINA BUILDING CODE, 2018 EDITION.
- UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
- ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
- IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
- ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK. RENTAL CHARGES, SAFETY, PROTECTION, AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE OWNER PROJECT MANAGER.
- BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
- ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
- 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
- THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
- THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
- THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

- ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
- TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH OWNER SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO OWNER PRIOR TO THE START OF THE WORK ON THE PROJECT.
- THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
- THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING THE PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
- THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.

UTILITY NOTES

- APPLY FOR THE UTILITY SERVICE (ELECTRIC) NO LATER THAN THE NEXT BUSINESS DAY FOLLOWING AWARD OF CONTRACT. COORDINATE WITH THE ELECTRIC UTILITY COMPANY FOR EXACT TRANSFORMER LOCATION, METERING REQUIREMENTS, AND THE SERVICE ROUTING. COORDINATE WITH THE TELEPHONE UTILITY COMPANY FOR EXACT TELEPHONE REQUIREMENTS AND ROUTING OF SERVICE.
- ALL UTILITY RELATED WORK SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE UTILITY REQUIREMENTS. FIELD VERIFY EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT UTILITIES AND LOCATOR SERVICE A MINIMUM OF 72 HOURS PRIOR TO THE START OF CONSTRUCTION. (NC ONE-CALL 1-800-632-4949).
- CONTRACTOR SHALL PROVIDE TRENCHING AND CONDUITS AS SHOWN OR AS REQUIRED BY LOCAL UTILITY.
- NO PENETRATIONS TO THE TOWER FOUNDATION OF ANY KIND.

GENERAL NOTES

PLANS PREPARED FOR:



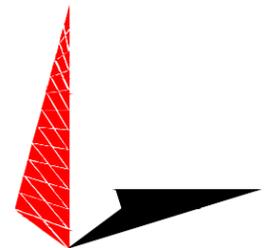
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:

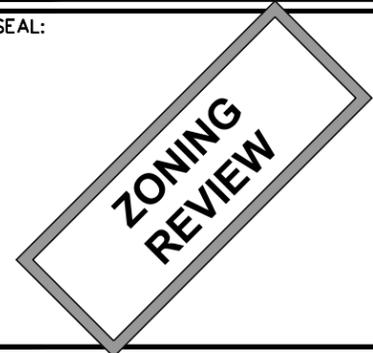


TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:



3	11/25/19	□□□□
2	11/20/19	□□□□
1	10/30/19	□□□□
0	10/1/19	□□□□
REV	DATE	ISSUED FOR:

DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER: **N-1** REVISION: **3**
TEP #: 239281

NOTES:

1. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON OCTOBER 07, 2019.
2. VERTICAL INFORMATION SHOWN BASED ON THE NORTH AMERICAN VERTICAL DATUM OF NAVD 1988 IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN FLOOD ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE OF ANNUAL FLOOD, ACCORDING TO FEMA COMMUNITY PANEL #3710965400J, DATED SEPTEMBER 06, 2006.
5. SEE SHEET L-1 FOR LANDSCAPING PLAN & NOTES.

N/F
CHEROKEE LAND COMPANY LLC
 PIN # 9644-93-4848-00
 DB 695 PG 516
 ZONING: RR

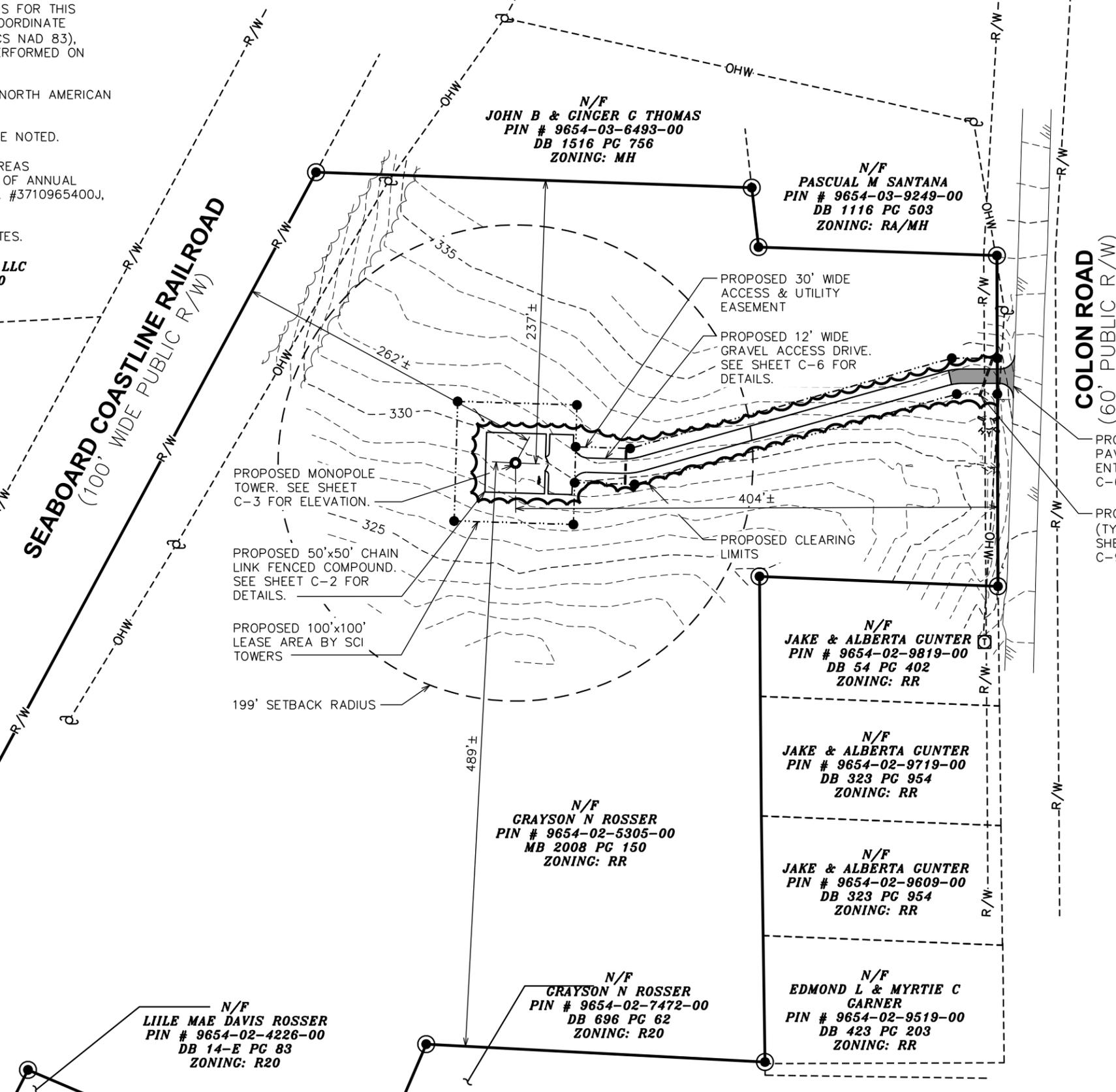
N/F
CITY OF SANFORD
 PIN # 9644-92-9921-00
 DB 772 PG 53
 ZONING: RR

LEGEND

- EXIST. PROPERTY LINE
- - - ADJ. PROPERTY LINE
- ⊕ EXIST. UTILITY POLE
- ⊙ EXIST. LIGHT POLE
- ⊕ EXIST. HYDRANT
- ⊕ EXIST. TELCO PEDESTAL
- ⊙ PROPERTY CORNER
- LEASE/EASE. CORNER
- - -200- - - EXIST. CONTOUR LINE
- ▨ EDGE OF PAVEMENT
- - -OHW- - - OVERHEAD WIRE
- - -R/W- - - RIGHT-OF-WAY
- X - CHAIN LINK FENCE
- ⌋ EXISTING TREE LINE

SEABOARD COASTLINE RAILROAD
 (100' WIDE PUBLIC R/W)

COLON ROAD
 (60' PUBLIC R/W)



N/F
LIILE MAE DAVIS ROSSER
 PIN # 9654-02-4226-00
 DB 14-E PG 83
 ZONING: R20

N/F
GRAYSON N ROSSER
 PIN # 9654-02-5305-00
 MB 2008 PG 150
 ZONING: RR

N/F
JAKE & ALBERTA GUNTER
 PIN # 9654-02-9819-00
 DB 54 PG 402
 ZONING: RR

N/F
JAKE & ALBERTA GUNTER
 PIN # 9654-02-9719-00
 DB 323 PG 954
 ZONING: RR

N/F
JAKE & ALBERTA GUNTER
 PIN # 9654-02-9609-00
 DB 323 PG 954
 ZONING: RR

N/F
EDMOND L & MYRTIE C GARNER
 PIN # 9654-02-9519-00
 DB 423 PG 203
 ZONING: RR

N/F
JOHN B & GINGER C THOMAS
 PIN # 9654-03-6493-00
 DB 1516 PG 756
 ZONING: MH

N/F
PASCUAL M SANTANA
 PIN # 9654-03-9249-00
 DB 1116 PG 503
 ZONING: RA/MH



PLANS PREPARED FOR:

 PO BOX 3469, CARY, NC 27519
 (888) 318-2803

PROJECT INFORMATION:
SCI SITE NAME: SANFORD
 1344 COLON RD.
 (E911 ADDRESS TO BE DETERMINED)
 SANFORD, NC 27330
 (LEE COUNTY)

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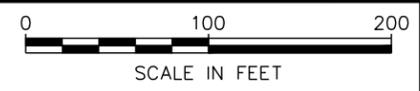
4	01-16-20	ZONING
3	11-25-19	ZONING
2	11-07-19	ZONING
1	10-30-19	ZONING
REV	DATE	ISSUED FOR:

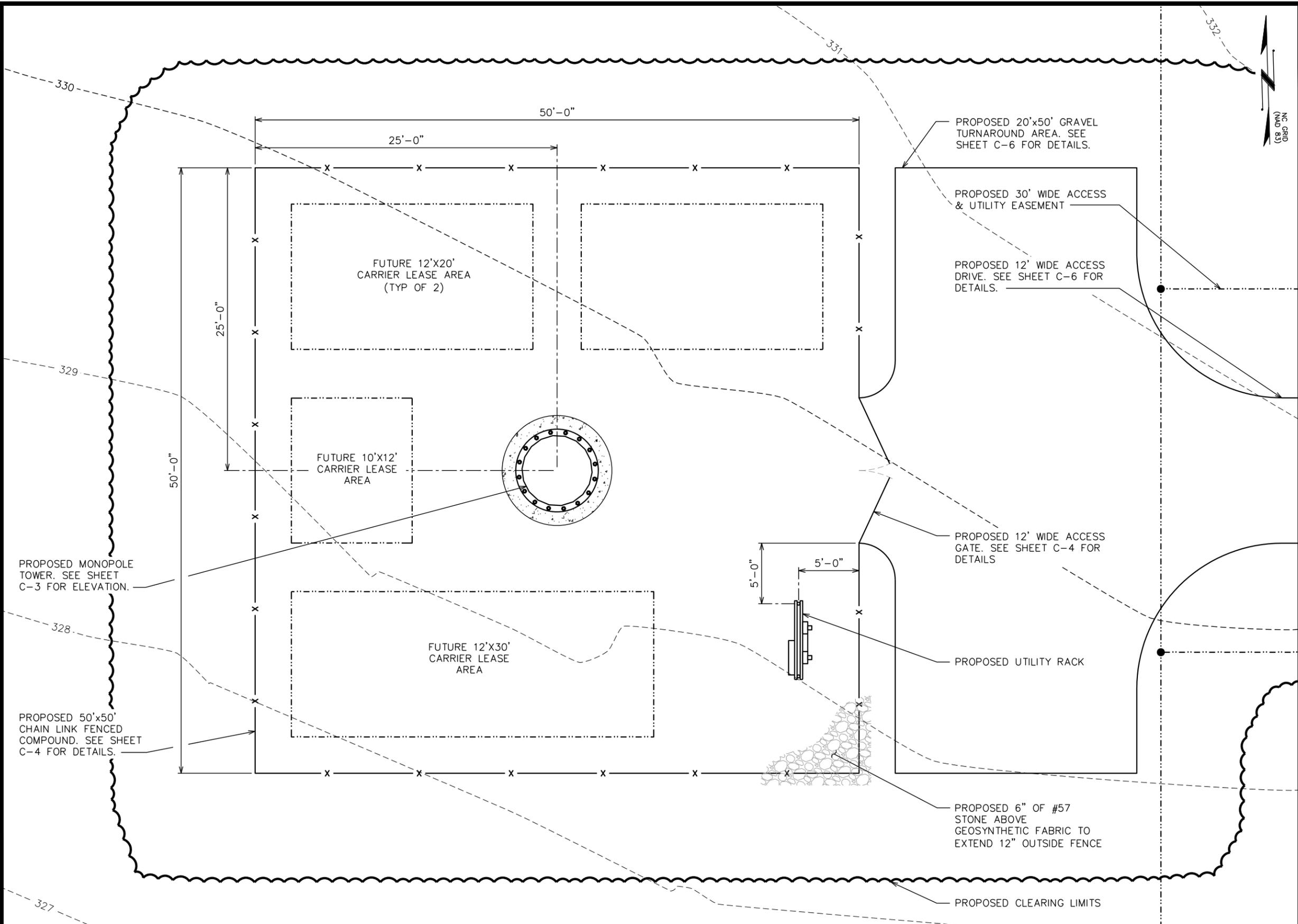
DRAWN BY: LKR | CHECKED BY: ANG

SHEET TITLE:
SITE PLAN

SHEET NUMBER: **C-1** | REVISION: **4**
 TEP #: 239281

SITE PLAN
 SCALE: 1" = 100'





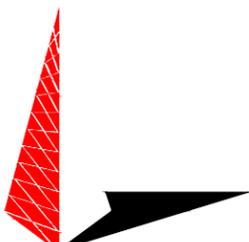
PLANS PREPARED FOR:

SCI TOWERS
 PO BOX 3469, CARY, NC 27519
 (888) 318-2803

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SEAL:

ZONING REVIEW

REV	DATE	ISSUED FOR:
4	01-16-20	ZONING
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2	11-07-19	ZONING
1	10-30-19	ZONING

DRAWN BY: LKR | CHECKED BY: ANG

SHEET TITLE:

COMPOUND DETAIL

SHEET NUMBER: **C-2** | REVISION: **4**
 TEP #: 239281

COMPOUND DETAIL
 SCALE: 1/8" = 1'-0"



PLANS PREPARED FOR:



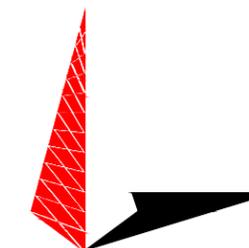
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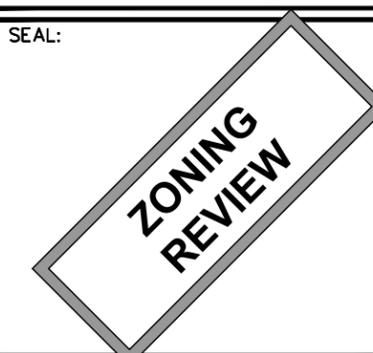
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1	10-30-19	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: LKR CHECKED BY: ANG

SHEET TITLE:

TOWER ELEVATION

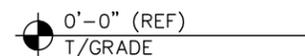
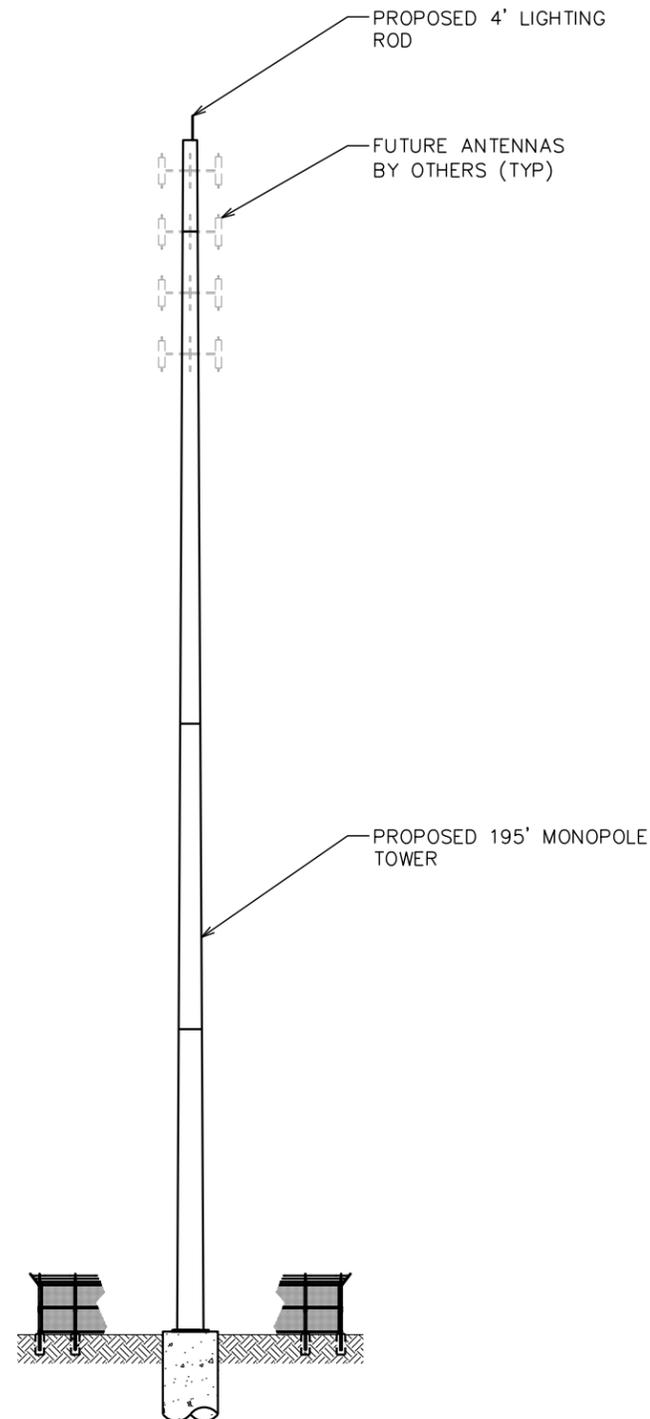
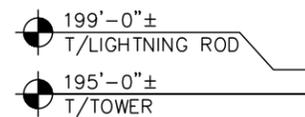
SHEET NUMBER:

C-3

REVISION:

4

TEP #: 239281



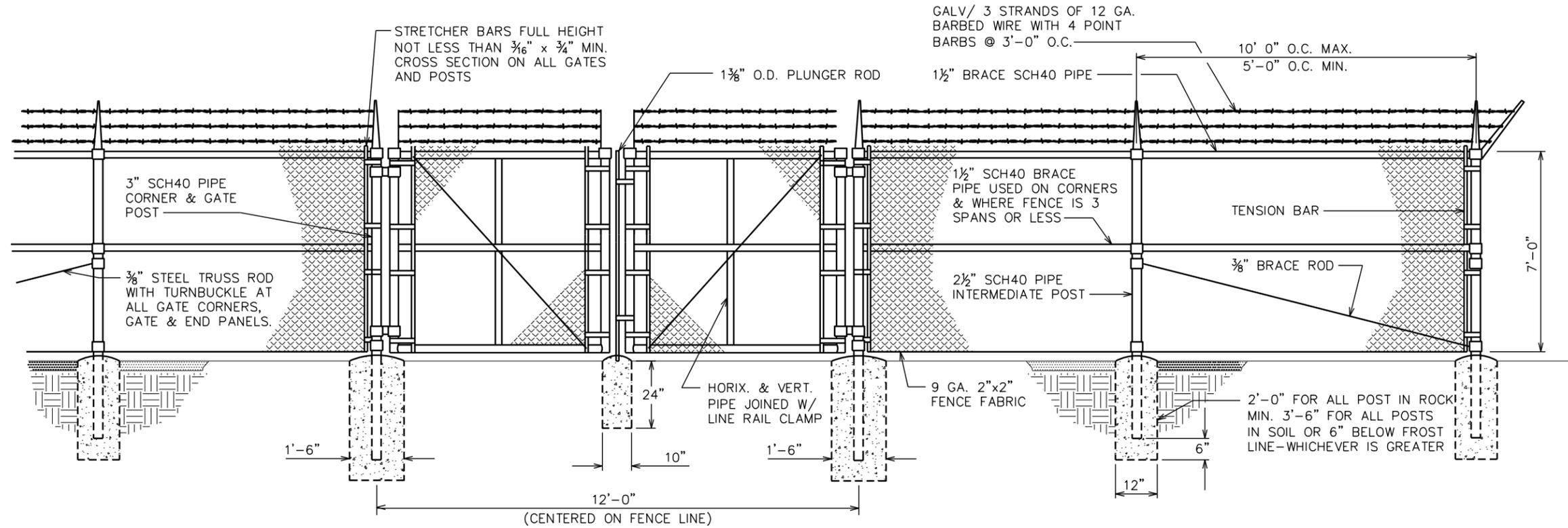
NOTES:

1. PROPOSED COAX TO BE RUN INSIDE TOWER USING HOISTING GRIPS (AS DIRECTED BY TOWER MANUFACTURER).
2. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
3. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO VERIFY PROPOSED LOADING WITH PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION. CONTACT SCI IN THE EVENT OF ANY DISCREPANCIES.

TOWER ELEVATION

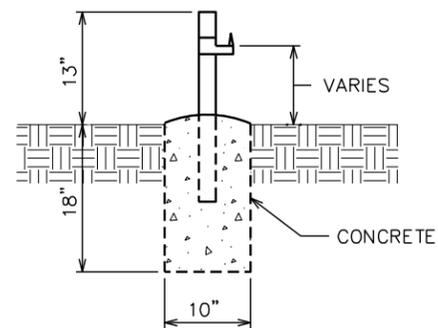
SCALE: 1" = 30'





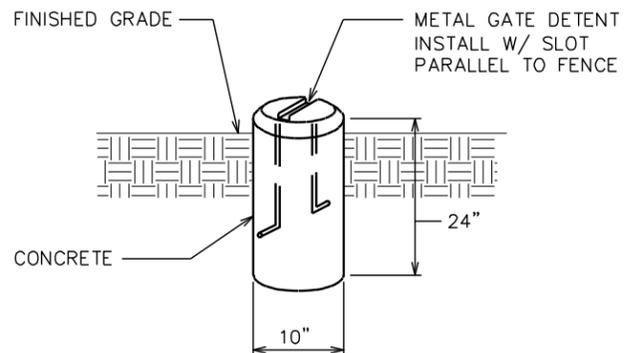
TYPICAL FENCE ELEVATION

SCALE: N.T.S.



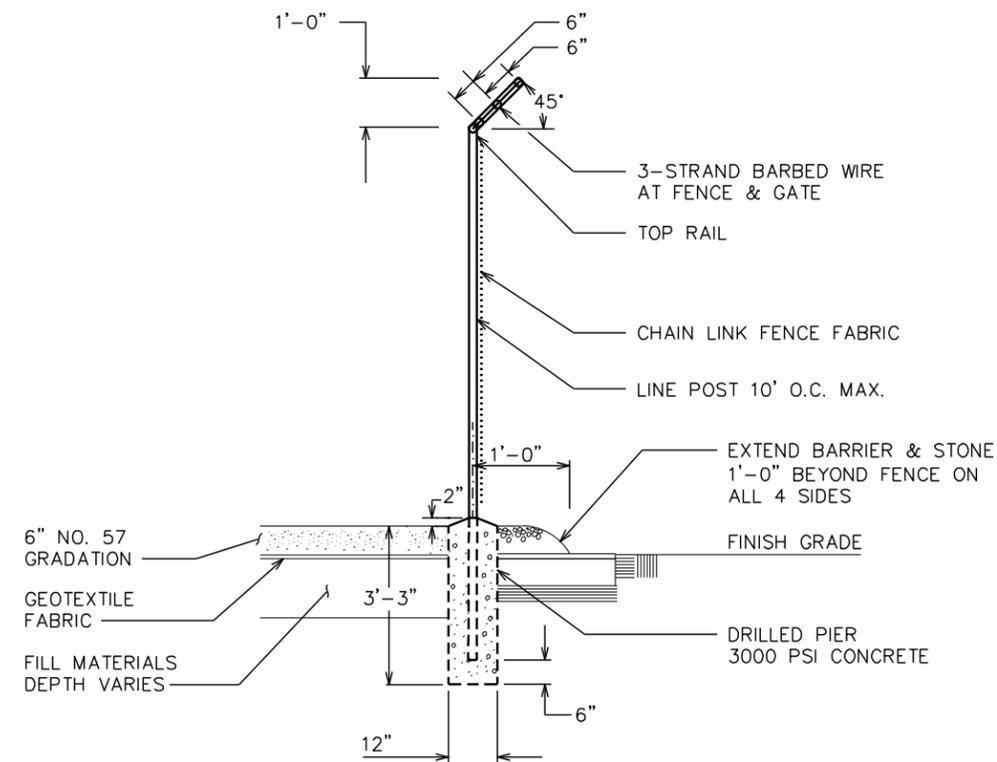
GATE STOP / KEEPER DETAIL

SCALE: N.T.S.



GATE DETENT DETAIL

SCALE: N.T.S.



FENCE / BARBED WIRE ARM DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:



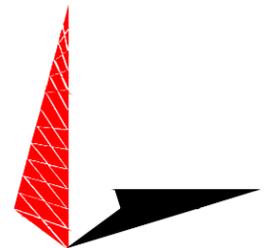
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:

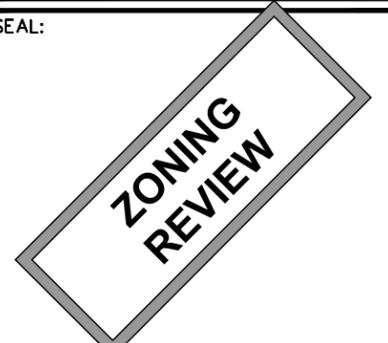


TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:



3	11/25/19	□□□□
2	11/20/19	□□□□
1	10/30/19	□□□□
0	10/1/19	□□□□
REV	DATE	ISSUED FOR:

DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:

FENCE DETAILS

SHEET NUMBER:

C-4

REVISION:

3

TEP #: 239281

NOTES:

1. SIGNS SHALL BE MADE OF ALUMINUM WITH 1/4" HOLES 1/2" FROM EACH CORNER TO HANG SIGNS ON FENCE.
2. SIGNS SHALL BE INSTALLED AS FOLLOWS:
GATE: SCI TOWERS LLC AND FCC TOWER REGISTRATION NUMBER, NO TRESPASSING, RF WARNING SIGN
FENCE FACING ACCESS DRIVE: E911 STREET NUMBER SIGN
3. SIGNS SHALL BE INSTALLED WITH CENTER AT 5' ABOVE FINISHED GRADE.

PLANS PREPARED FOR:



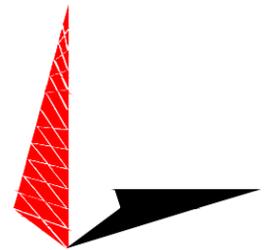
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:

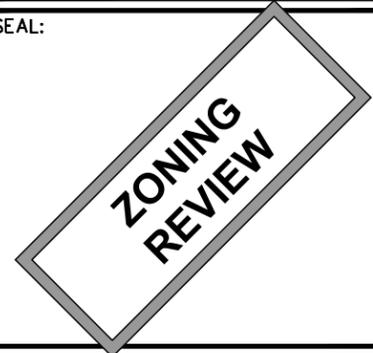


TOWER ENGINEERING PROFESSIONALS

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N.C. LICENSE # C-1794

SEAL:



3	1125	9	□□□□
2	1120	9	□□□□
1	1030	9	□□□□
0	10	□□ 9	□□□□
REV	DATE		ISSUED FOR:

DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:
SIGNAGE DETAILS

SHEET NUMBER: **C-5** REVISION: **3**
TEP #: 239281



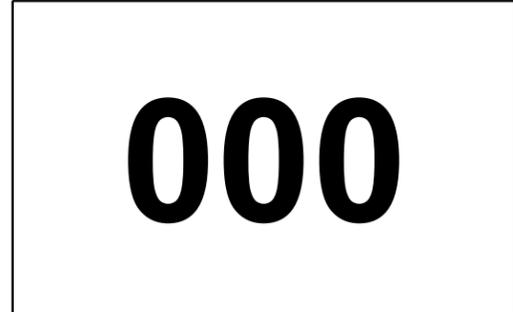
① SCI TOWERS LLC AND FCC REGISTRATION SIGN
SIZE: 12"x 24" (0.063" ALUMINUM)
(TO BE MOUNTED ON GATE)



② NO TRESPASSING SIGN
SIZE: 18"x 24"
(TO BE MOUNTED ON GATE)



③ RF WARNING SIGN
SIZE: 18"x 12" (0.040" ALUMINUM)
(TO BE MOUNTED ON GATE)



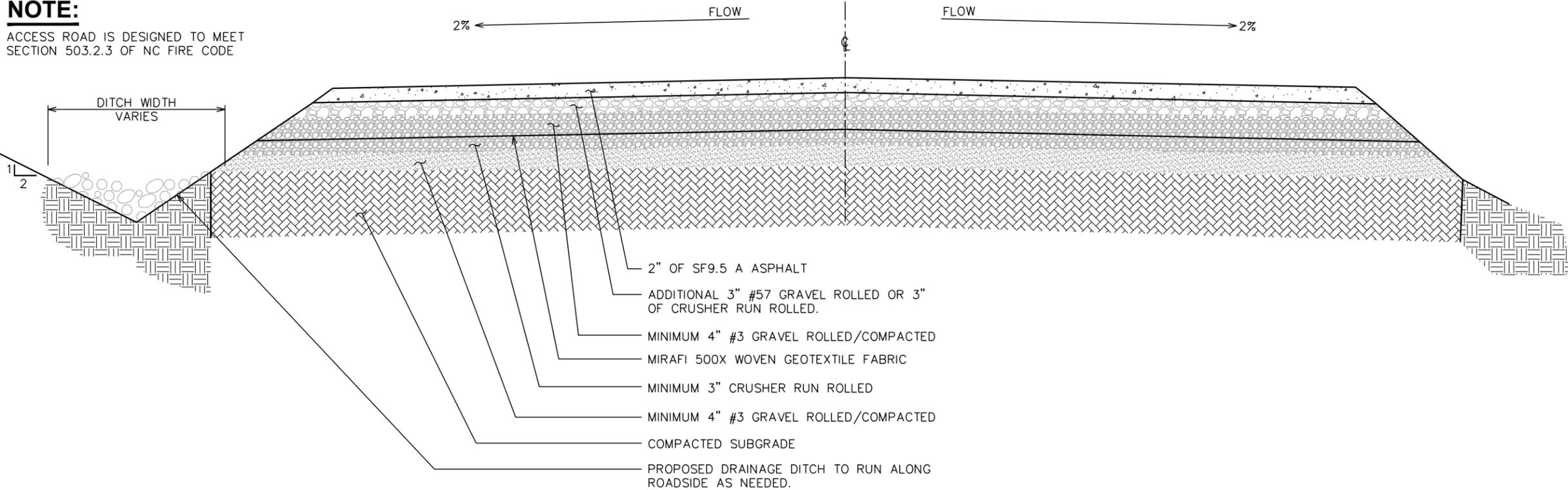
④ E911 STREET #
LETTERS MUST BE A MINIMUM 5" TALL
(TO BE MOUNTED ON THE FENCE FACING THE ACCESS DRIVE)

TYPICAL SIGNS AND SPECIFICATIONS

SCALE: N.T.S.

NOTE:

ACCESS ROAD IS DESIGNED TO MEET SECTION 503.2.3 OF NC FIRE CODE



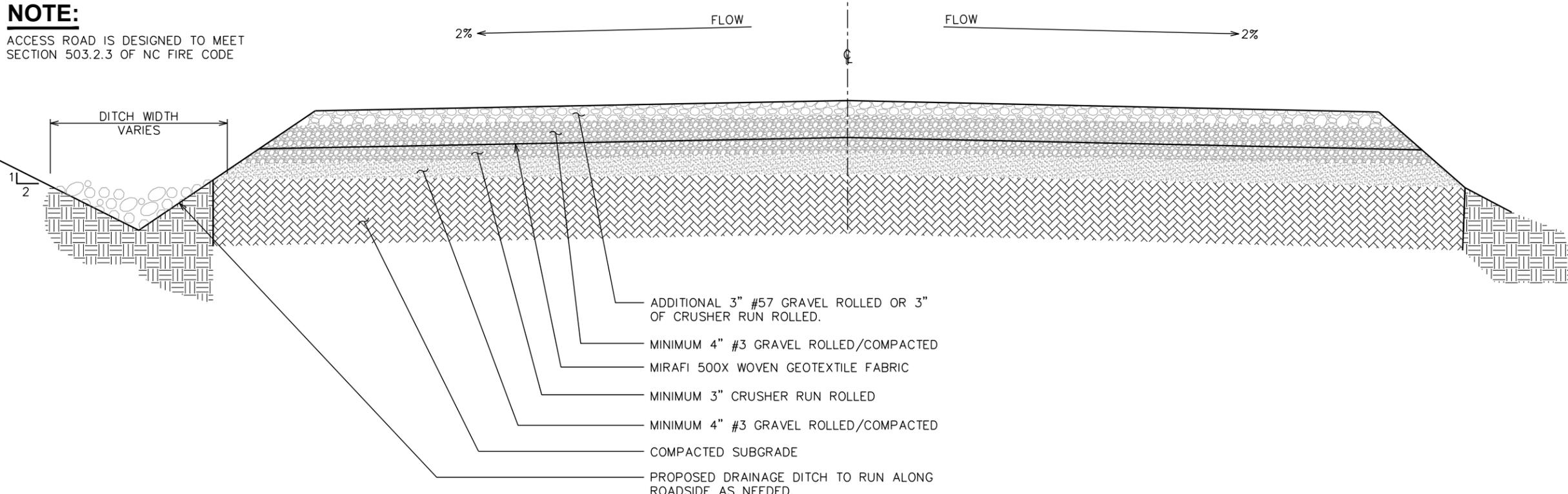
- 2" OF SF9.5 A ASPHALT
- ADDITIONAL 3" #57 GRAVEL ROLLED OR 3" OF CRUSHER RUN ROLLED.
- MINIMUM 4" #3 GRAVEL ROLLED/COMPACTED
- MIRAFI 500X WOVEN GEOTEXTILE FABRIC
- MINIMUM 3" CRUSHER RUN ROLLED
- MINIMUM 4" #3 GRAVEL ROLLED/COMPACTED
- COMPACTED SUBGRADE
- PROPOSED DRAINAGE DITCH TO RUN ALONG ROADSIDE AS NEEDED.

DRIVEWAY ENTRANCE DETAILS

SCALE: N.T.S.

NOTE:

ACCESS ROAD IS DESIGNED TO MEET SECTION 503.2.3 OF NC FIRE CODE



- ADDITIONAL 3" #57 GRAVEL ROLLED OR 3" OF CRUSHER RUN ROLLED.
- MINIMUM 4" #3 GRAVEL ROLLED/COMPACTED
- MIRAFI 500X WOVEN GEOTEXTILE FABRIC
- MINIMUM 3" CRUSHER RUN ROLLED
- MINIMUM 4" #3 GRAVEL ROLLED/COMPACTED
- COMPACTED SUBGRADE
- PROPOSED DRAINAGE DITCH TO RUN ALONG ROADSIDE AS NEEDED.

ACCESS ROAD DETAILS

SCALE: N.T.S.

PLANS PREPARED FOR:



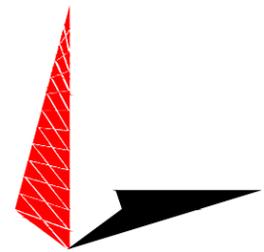
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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SEAL:



4	01-16-20	ZONING
3	11-25-19	ZONING
2	11-07-19	ZONING
1	10-30-19	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: LKR | CHECKED BY: ANG

SHEET TITLE:

**ACCESS ROAD
DETAILS**

SHEET NUMBER: **C-6** | REVISION: **4**

TEP #: 239281

GRADING NOTES:

CONTRACTOR TO ENSURE POSITIVE DRAINAGE ACROSS COMPOUND.

LEGEND	
SILT FENCE	
LODA	

SITE DATA TABLE	
TOTAL PARCEL AREA:	12.71 ACRES±
EXISTING IMPERVIOUS:	0.00 ACRES± (0.0%)
PROPOSED IMPERVIOUS:	0.20 ACRES± (1.6%)
TOTAL IMPERVIOUS:	0.20 ACRES± (1.6%)
TOTAL PROPOSED DISTURBED AREA:	0.53 ACRES± (4.2%)

APPROXIMATE LIMITS OF DISTURBED AREA
23,095± SQ. FT. (0.53 AC)

PROPOSED DITCH
BOTTOM WIDTH = 0'
SIDE SLOPE = 2:1
LONG. SLOPE = 2.3%

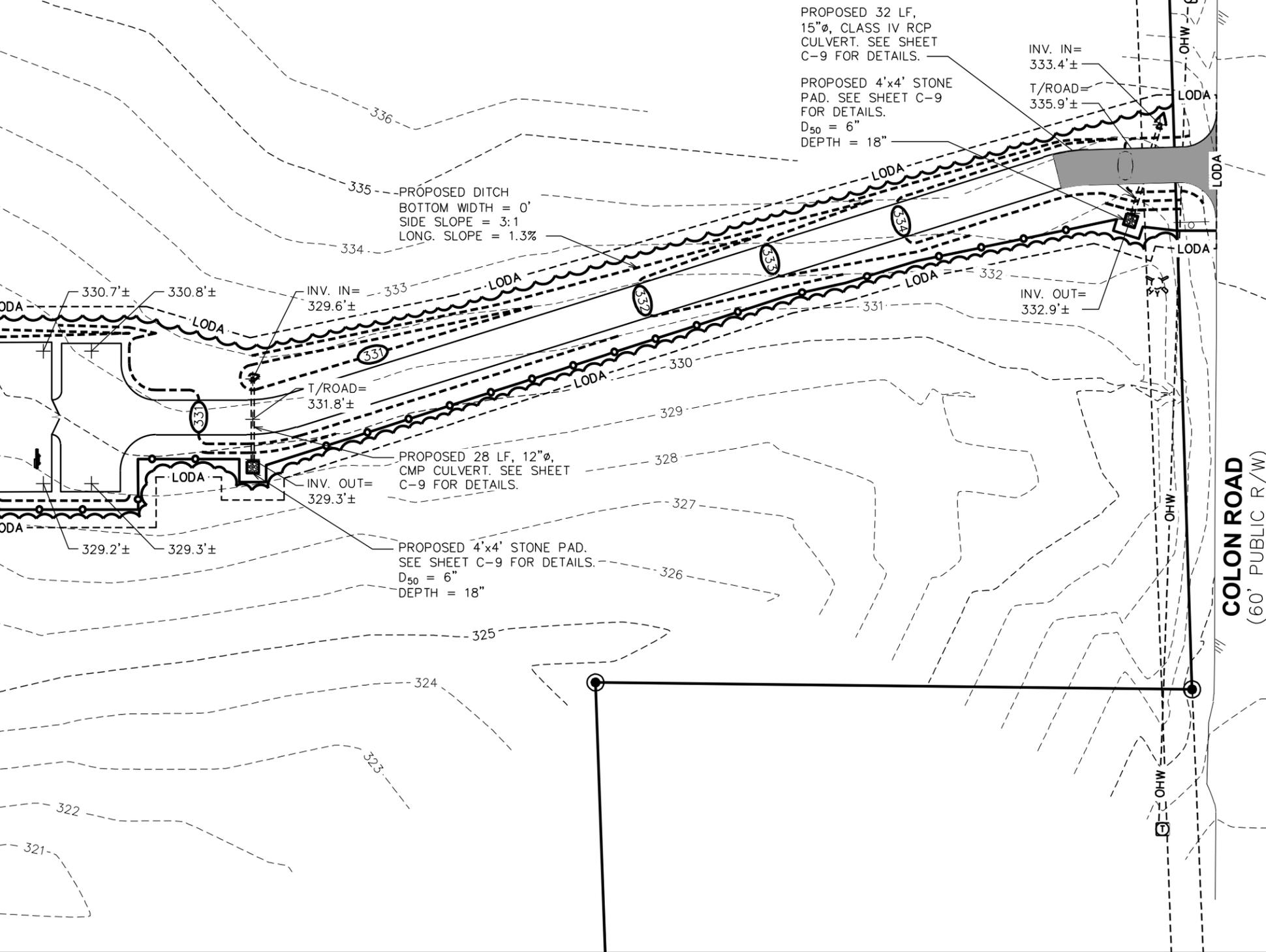
PROPOSED CLEARING LIMITS

PROPOSED SILT FENCE
OUTLET (TYP). SEE SHEET
C-8 FOR DETAILS.

PROPOSED SILT FENCE. SEE
SHEET C-8 FOR DETAILS.

SOIL & EROSION CONTROL PLAN

SCALE: 1" = 40'



PLANS PREPARED FOR:

PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:

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326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:

**ZONING
REVIEW**

3	11/25/09	
2	11/20/09	
1	10/30/09	
0	10/1/09	
REV	DATE	ISSUED FOR:

DRAWN BY: CHECKED BY:

SHEET TITLE:

**SOIL & EROSION
CONTROL PLAN**

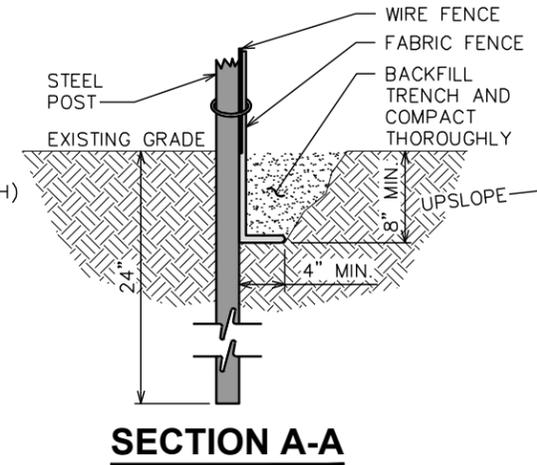
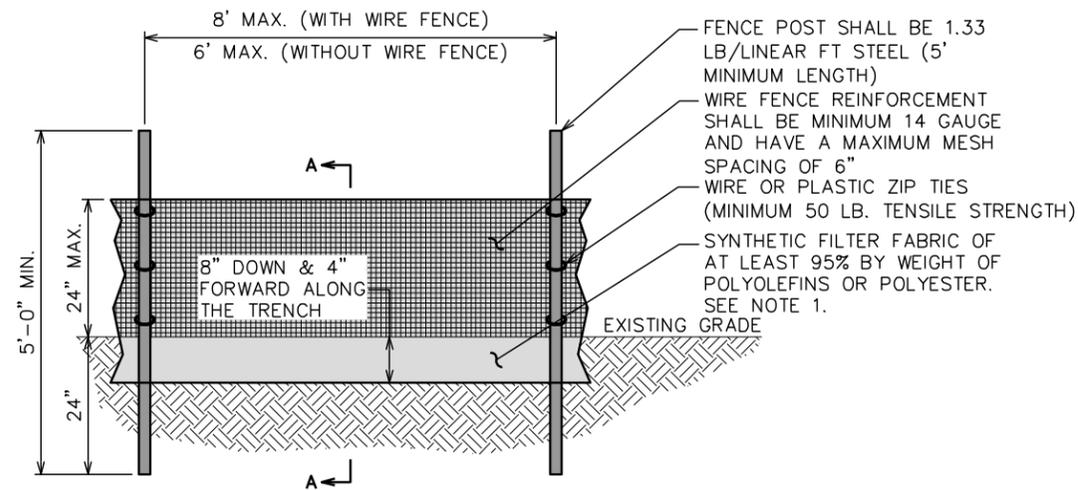
SHEET NUMBER: **C-7**

REVISION: **3**

TEP #: 239281

NOTES:

1. FILTER FABRIC SHALL CONFORM TO THE REQUIREMENTS LISTED IN ASTM D 6461.
2. ENDS OF INDIVIDUAL FILTER FABRIC SHALL BE SECURELY FASTENED AT A SUPPORT POST WITH 4 FEET MINIMUM OVERLAP TO THE NEXT POST.
3. PLACE 12 INCHES OF FABRIC ALONG THE BOTTOM AND SIDE OF THE TRENCH.
4. INSPECT SEDIMENT FENCE(S) AT LEAST ONCE A WEEK AND AFTER EACH RAINFALL.
5. REMOVE SEDIMENT DEPOSITS AS NECESSARY TO PROVIDE ADEQUATE STORAGE VOLUME FOR THE NEXT RAIN AND TO REDUCE PRESSURE ON THE FENCE.
6. AFTER CONSTRUCTION IS COMPLETE, THE CONTRACTOR SHALL REMOVE ALL FENCING MATERIALS AND UNSTABLE SEDIMENT DEPOSITS, BRING THE AREA TO GRADE AND PROPERLY STABILIZE THE SITE.



PLANS PREPARED FOR:



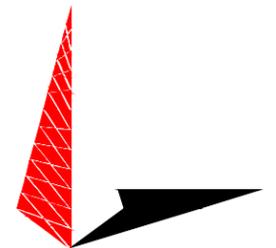
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:



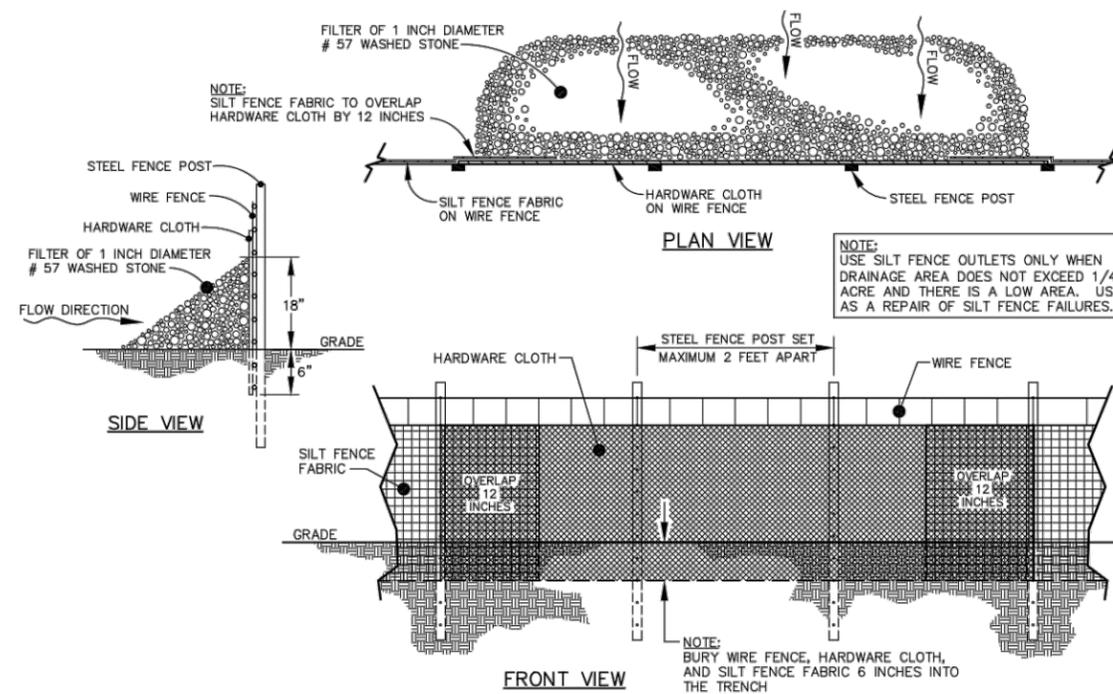
TOWER ENGINEERING PROFESSIONALS

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RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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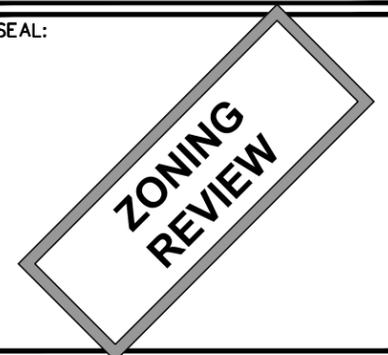
N.C. LICENSE # C-1794

SILT FENCE DETAIL

SCALE: N.T.S.



SEAL:



3	11/25/19	□□□□
2	11/20/19	□□□□
1	10/30/19	□□□□
0	10/1/19	□□□□
REV	DATE	ISSUED FOR:

DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:

**SILT FENCE
DETAILS**

SHEET NUMBER:

C-8

REVISION:

3

TEP #: 239281

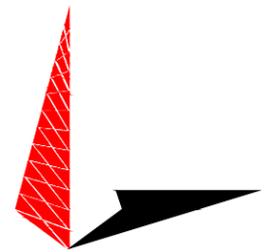
STANDARD SILT FENCE OUTLET DETAIL

SCALE: N.T.S.

PLANS PREPARED FOR:

 PO BOX 3469, CARY, NC 27519
 (888) 318-2803

PROJECT INFORMATION:
**SCI SITE NAME:
 SANFORD**
 1344 COLON RD.
 (E911 ADDRESS TO BE DETERMINED)
 SANFORD, NC 27330
 (LEE COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-3530
 OFFICE: (919) 661-6351
 www.tepgroup.net
 N.C. LICENSE # C-1794

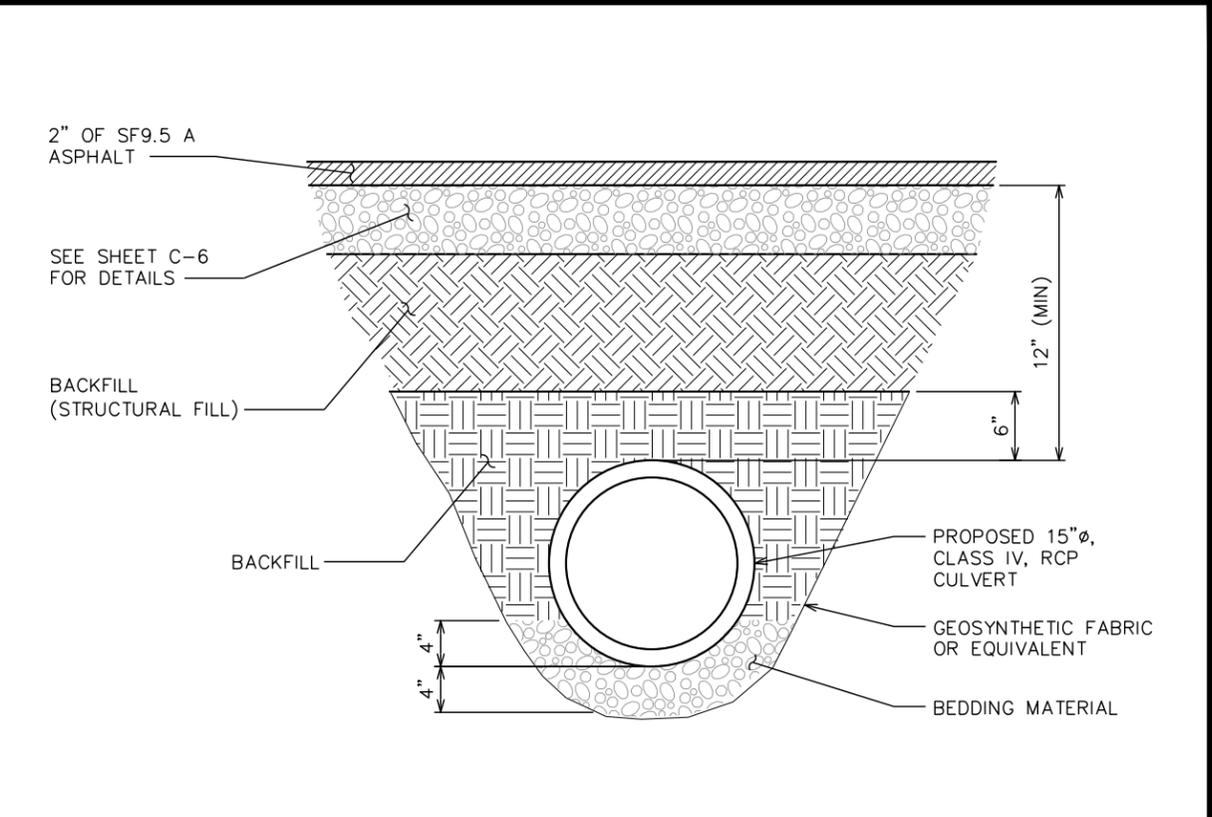
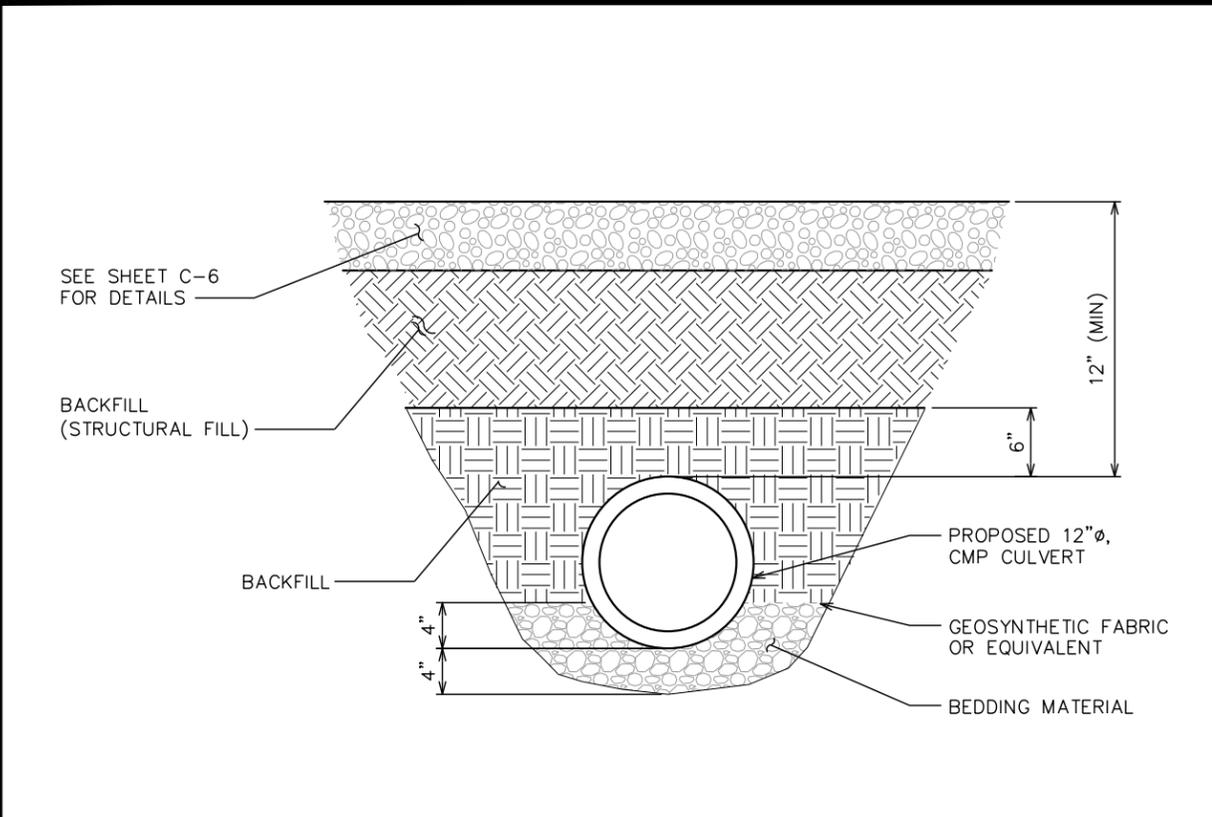
SEAL:


REV	DATE	ISSUED FOR:
4	01-16-20	ZONING
3	11-25-19	ZONING
2	11-07-19	ZONING
1	10-30-19	ZONING

DRAWN BY: LKR | CHECKED BY: ANG

SHEET TITLE:
**CULVERT &
 DISSIPATOR PAD
 DETAILS**

SHEET NUMBER: **C-9** | REVISION: **4**
 TEP #: 239281



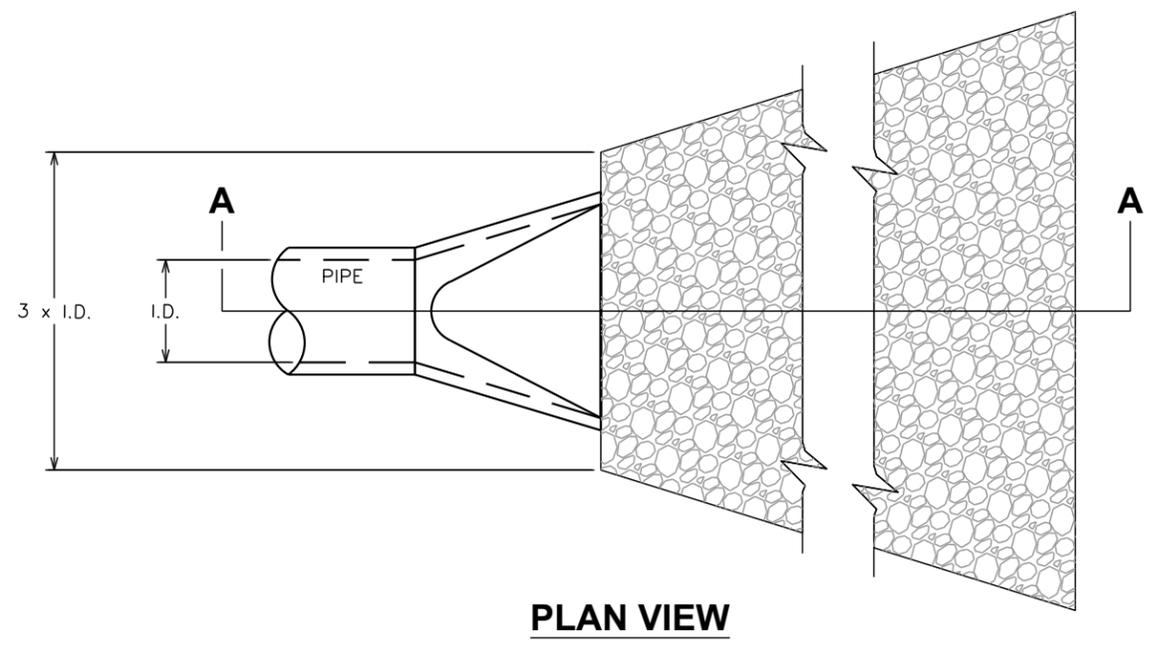
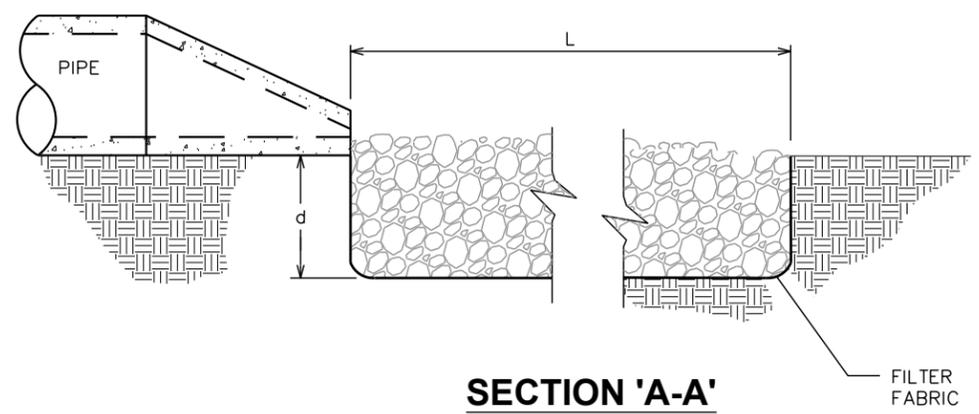
12"Ø CULVERT DETAIL
 SCALE: N.T.S.

15"Ø CULVERT DETAIL
 SCALE: N.T.S.

NOTES:

- L = THE LENGTH OF THE RIPRAP APRON.
- d = 1.5 TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6" (INCHES).
- A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND SOIL FOUNDATION.

DISSIPATOR PAD SIZING					
RIP-RAP APRON NO.	CULVERT DIAMETER (IN)	WIDTH (FT)	LENGTH (FT)	DEPTH (IN)	D ₅₀ (IN)
1	12	4	4	18	6
2	15	4	4	18	6



PROPOSED DISSIPATOR PAD DETAILS
 SCALE: N.T.S.

PLANTING SCHEDULE

ITEM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT @ PLANTING	HEIGHT @ MATURITY	CALIPER/ SPREAD	SPACING	REMARKS
SHRUBS								
①	41	LIGUSTRUM SINENSE	SUNSHINE LIGUSTRUM	3'-0" (MIN)	4'-0" (MIN)	(3) GALLON	5'-0"	SHOWN AS
MULCH								
②	-	-	-	-	-	-	-	APPLY 3"-4" DEEP FROM THE TRUNKLINE TO THE DRIPLINE. FOR GROUND COVER - APPLY 1"-2" DEEP.

PLANS PREPARED FOR:

PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
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N.C. LICENSE # C-1794

SEAL:

ZONING REVIEW

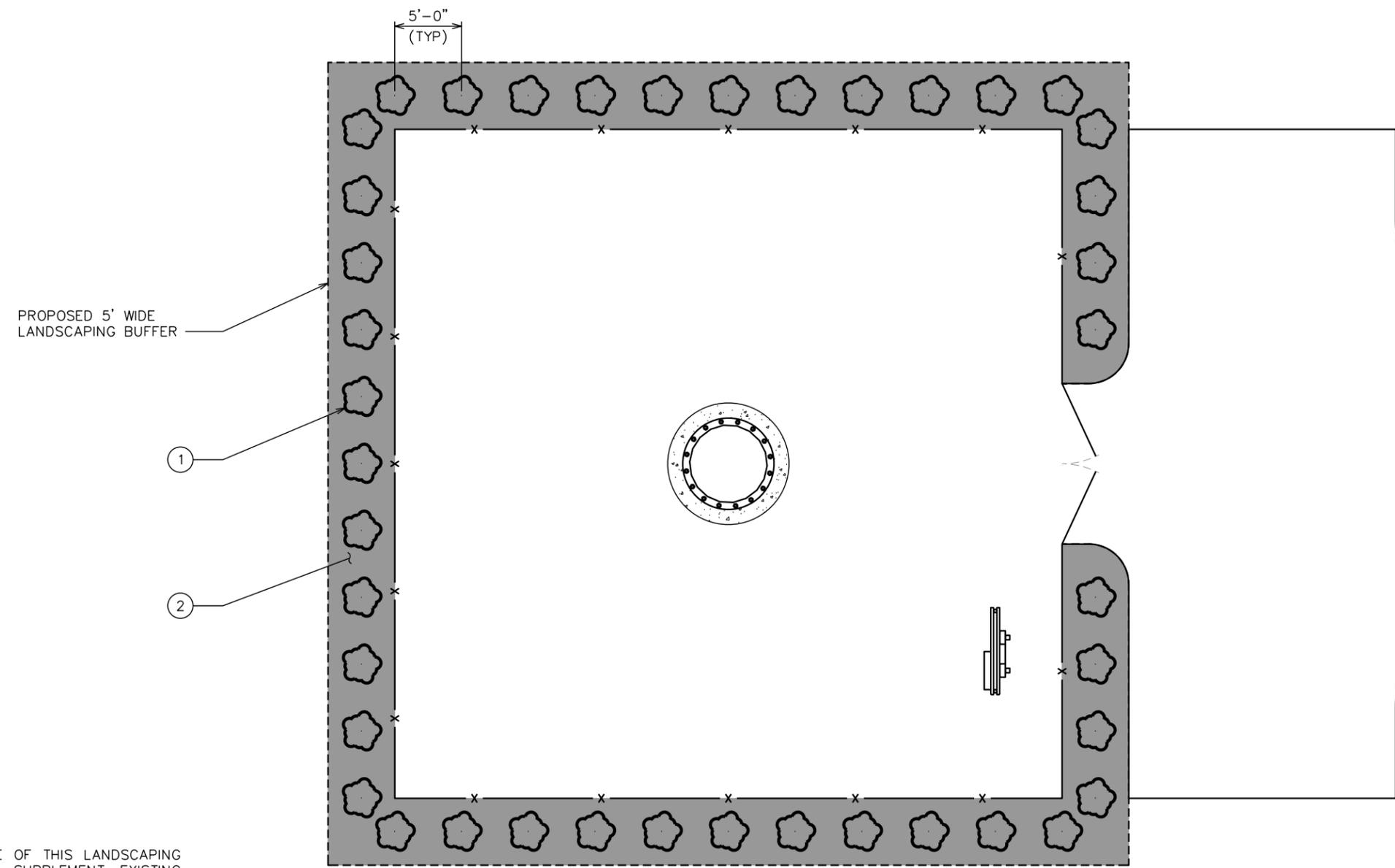
4	01-16-20	ZONING
3	11-25-19	ZONING
2	11-07-19	ZONING
1	10-30-19	ZONING
REV	DATE	ISSUED FOR:

DRAWN BY: LKR CHECKED BY: ANG

SHEET TITLE:

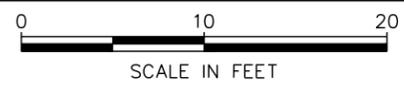
LANDSCAPING PLAN

SHEET NUMBER: L-1	REVISION: 4
TEP #: 239281	



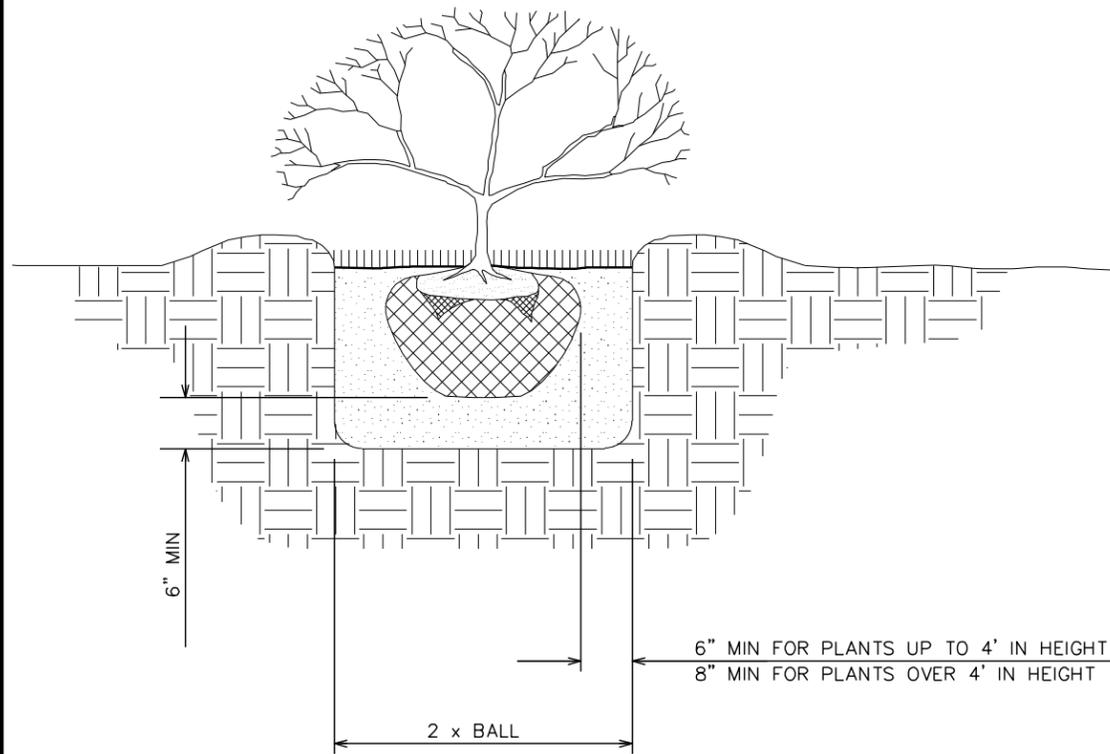
NOTE:
THE PURPOSE OF THIS LANDSCAPING PLAN IS TO SUPPLEMENT EXISTING VEGETATION. CONTRACTOR TO UTILIZE EXISTING FOLIAGE IN LIEU OF NEW PLANTINGS WHEN POSSIBLE.

LANDSCAPING PLAN
SCALE: 1" = 10'

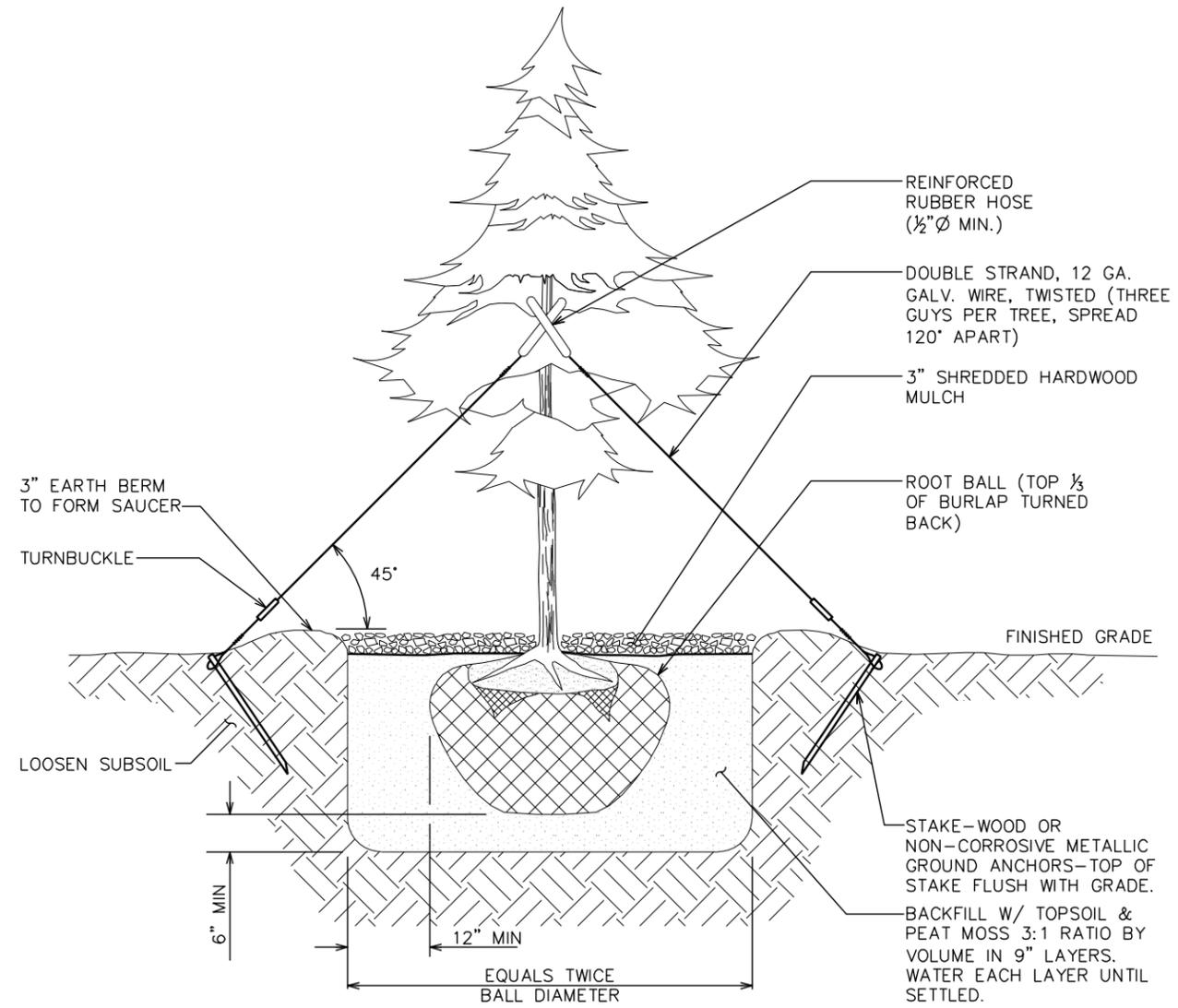


LANDSCAPE NOTES:

1. TOPSOIL TO BE PROVIDED BY SITE CONTRACTOR IN ROUGH GRADE TO WITHIN 1" OF FINISH GRADE.
2. EACH PLANT TO BE IN GOOD CONDITION AFTER SHEARING AND PRUNING.
3. EACH PLANT TO BE FREE FROM DISEASE, INSECT INFESTATION, AND MECHANICAL INJURIES, AND IN ALL RESPECTS BE SUITABLE FOR FIELD PLANTING.
4. ALL PLANTS TO BE FULLY GUARANTEED (LABOR AND MATERIALS) FOR A PERIOD OF NOT LESS THAN (1) YEAR FROM DATE OF INSTALLATION.
5. ALL PLANTS SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1-1973 IN REGARD TO SIZING, GROWING, AND B&B SPECIFICATIONS.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS WITHIN THE CONSTRUCTION AREA IDENTIFIED AS "TO REMAIN" FROM DAMAGE BY EQUIPMENT AND CONSTRUCTION ACTIVITIES.



SHRUB PLANTING DETAIL



TREE PLANTING DETAIL

PLANS PREPARED FOR:



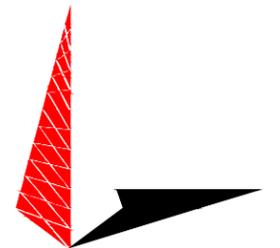
PO BOX 3469, CARY, NC 27519
(888) 318-2803

PROJECT INFORMATION:

**SCI SITE NAME:
SANFORD**

1344 COLON RD.
(E911 ADDRESS TO BE DETERMINED)
SANFORD, NC 27330
(LEE COUNTY)

PLANS PREPARED BY:

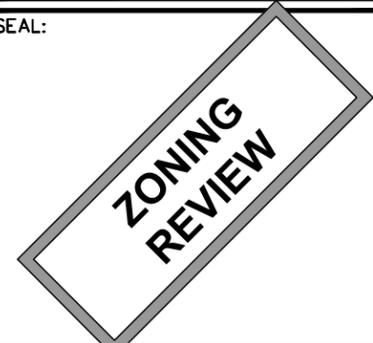


TOWER ENGINEERING PROFESSIONALS

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RALEIGH, NC 27603-3530
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SEAL:



3	11/25/19	□□□□
2	11/20/19	□□□□
1	10/30/19	□□□□
0	10/1/19	□□□□
REV	DATE	ISSUED FOR:

DRAWN BY: □□ CHECKED BY: □□

SHEET TITLE:

**LANDSCAPING
DETAILS**

SHEET NUMBER: REVISION:

L-2

3

TEP #: 239281

LANDSCAPING DETAILS

SCALE: N.T.S.



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

Aeronautical Study No.
 2019-ASO-31671-OE

Issued Date: 11/22/2019

Lee Chapman
 SCI Towers
 PO Box 3469
 Cary, NC 27519

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

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

Structure: Monopole Sanford
 Location: Sanford, NC
 Latitude: 35-31-00.56N NAD 83
 Longitude: 79-09-57.39W
 Heights: 330 feet site elevation (SE)
 250 feet above ground level (AGL)
 580 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:

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 2, Obstruction Marking and Lighting, a med-dual system - Chapters 4,8(M-Dual),&12.

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

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

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

This determination expires on 05/22/2021 unless:

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

- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

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

If we can be of further assistance, please contact our office at (202) 267-0105, or j.garver@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-31671-OE.

Signature Control No: 420740020-423546230

(DNE)

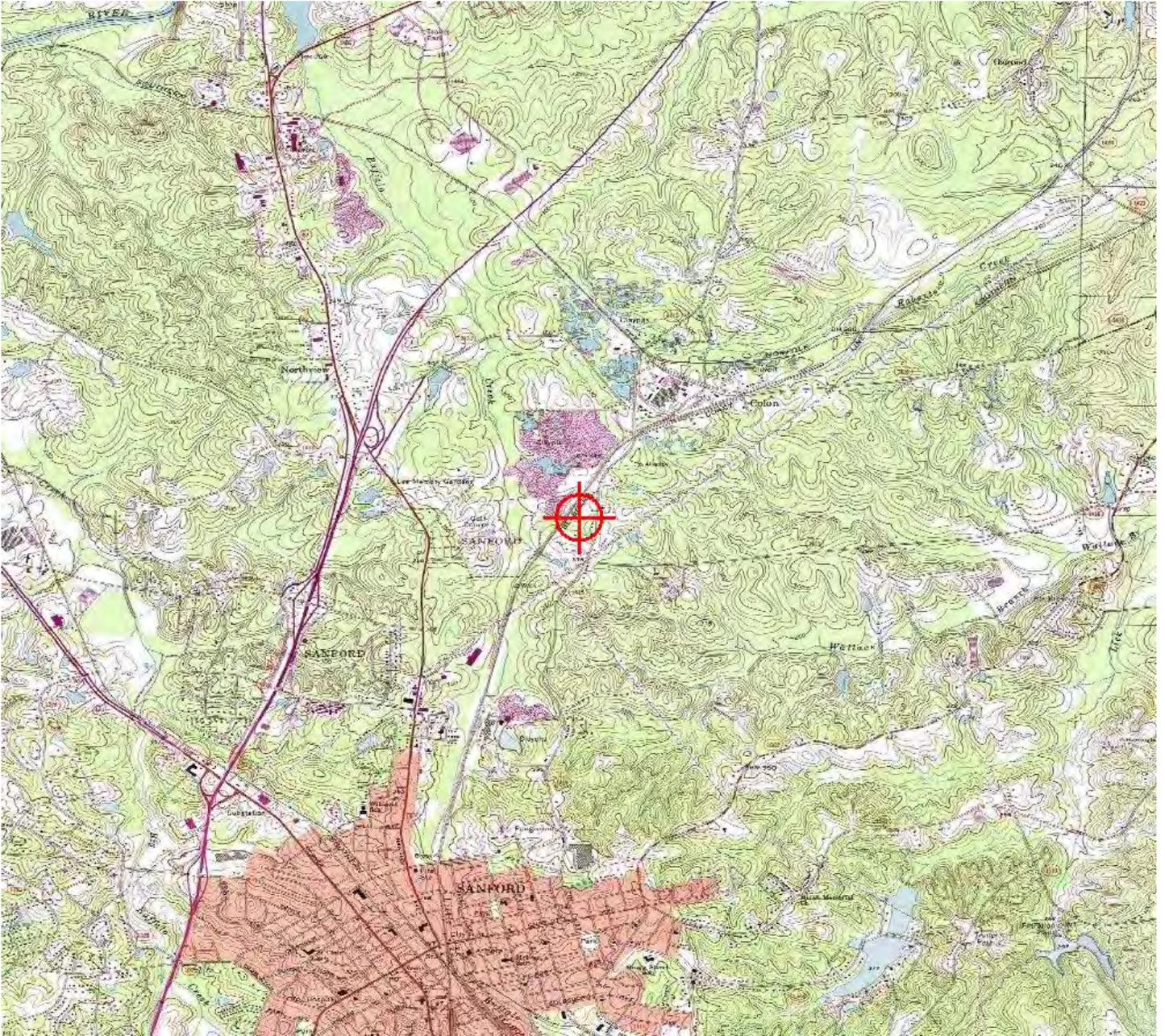
Jay Garver
Specialist

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2019-ASO-31671-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W



Michael Doran

From: bheuts@raleighexec.com
Sent: Tuesday, January 14, 2020 11:05 AM
To: 'Michael Doran'
Cc: 'Amy McNeill'; 'Carter Keller'; 'VanderMolen, Greg'
Subject: RE: SCI towers Sanford Lee county airport authority

Michael,

Thank you for the proposed tower information.

Our engineering firm Michael Baker International has reviewed the information and determined the proposed tower will not interfere with the precision approach for Runway 03.

The proposed tower site is near the edge of the transitional area of the 03 approach surface. The Part 77 elevation in this area is 1,550' MSL . The proposed tower is much lower with an elevation of 580' MSL. The tower is approximately 27,500 ft or 5.2 miles (direct) from the end of the runway.

Thank you for the information and please let us know if there are any changes to the proposed construction.

Robert P. Heuts
Airport Director
Raleigh Executive Jetport
700 Rod Sullivan Road
Sanford, NC 27330
Cell: 919.708.3065, Office: 919.776.3065

From: Michael Doran <michael@maguiredevcorp.com>
Sent: Monday, January 13, 2020 4:55 PM
To: bheuts@raleighexec.com
Subject: FW: SCI towers Sanford Lee county airport authority

Bob,
Please find attached the site plan and prelim FAA " no hazard " for our proposed telecom site. Please let me know if you require any additional information. Thanks

Michael Doran
Maguire Development Corp.
Mobile (217) 622-1377
Fax (217) 726-0035

Financial Responsibility Statement

(Ordinance provision, Use: Telecommunications Tower, Article 5.33)

Pursuant to the ordinance submittal requirements, the following financial responsibility statement confirms SCI Towers ability to meet the financial requirements of removing the proposed tower should it become necessary. Included with the financial responsibility statement is a typical removal estimate secured from a wireless telecommunication tower General Contractor. Also, as required by **Section 5.33.5.5, Abandonment, Obsolescence, and Financial Responsibility Requirements**, SCI Towers agrees, as a condition of our BP, to secure a performance bond fixed by the Planning Board, equal to 110% of the tower removal cost.



P.O. Box 3469
Cary, North Carolina 27519

T 888.318.2803
F 888.549.3889
www.SCI Towers.com

Mr. Thomas Mierisch, Planner I
City of Sanford/Lee County Zoning &
Design Review
115 Chatham Street, Suite 1
Sanford, NC 27330

January 17, 2020

Dear Mr Mierisch:

Re: Statement of Owner's Financial Responsibility; Proposed Wireless Telecommunications Facility, 1313 Colon Road (Parcel ID: 9654-02-5305-00), Sanford, NC

In accordance with Article V, Section 5.33.5, Telecommunication Towers, the tower owner is required to document its financial responsibility. SCI Towers, LLC, has and will sustain the financial ability to disassemble and remove the tower once it is no longer in use. Lack of use and removal as defined by the Lee County zoning ordinance, is a period of at least 6 months, and removal must take place within 90 days of notice by the Community Development Department.

Please see the attached estimate to remove the proposed 195' monopole tower. The estimate was provided by Empire Contracting, LLC, a communications tower General Contractor, that specializes in the construction and removal of towers. As required by the Lee County zoning ordinance, SCI Towers, LLC, as a condition of our BP, will post a performance bond in the amount fixed by the Planning Board. This amount will be equal to 110% of the cost to remove the tower.

If you need additional information pertaining to this matter, please feel free to contact me at (772) 631-6574. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Lee Chapman", with a stylized flourish at the end.

H. Lee Chapman
President, SCI Towers, LLC

Attachment



Empire Contracting, LLC

126 Artville Ave

Hudson, NC 28638

To: Dennis Culligan, SCI Towers

From: David Hamby/Managing Member

Date: 1/16/20

Re: Sanford Cell Tower

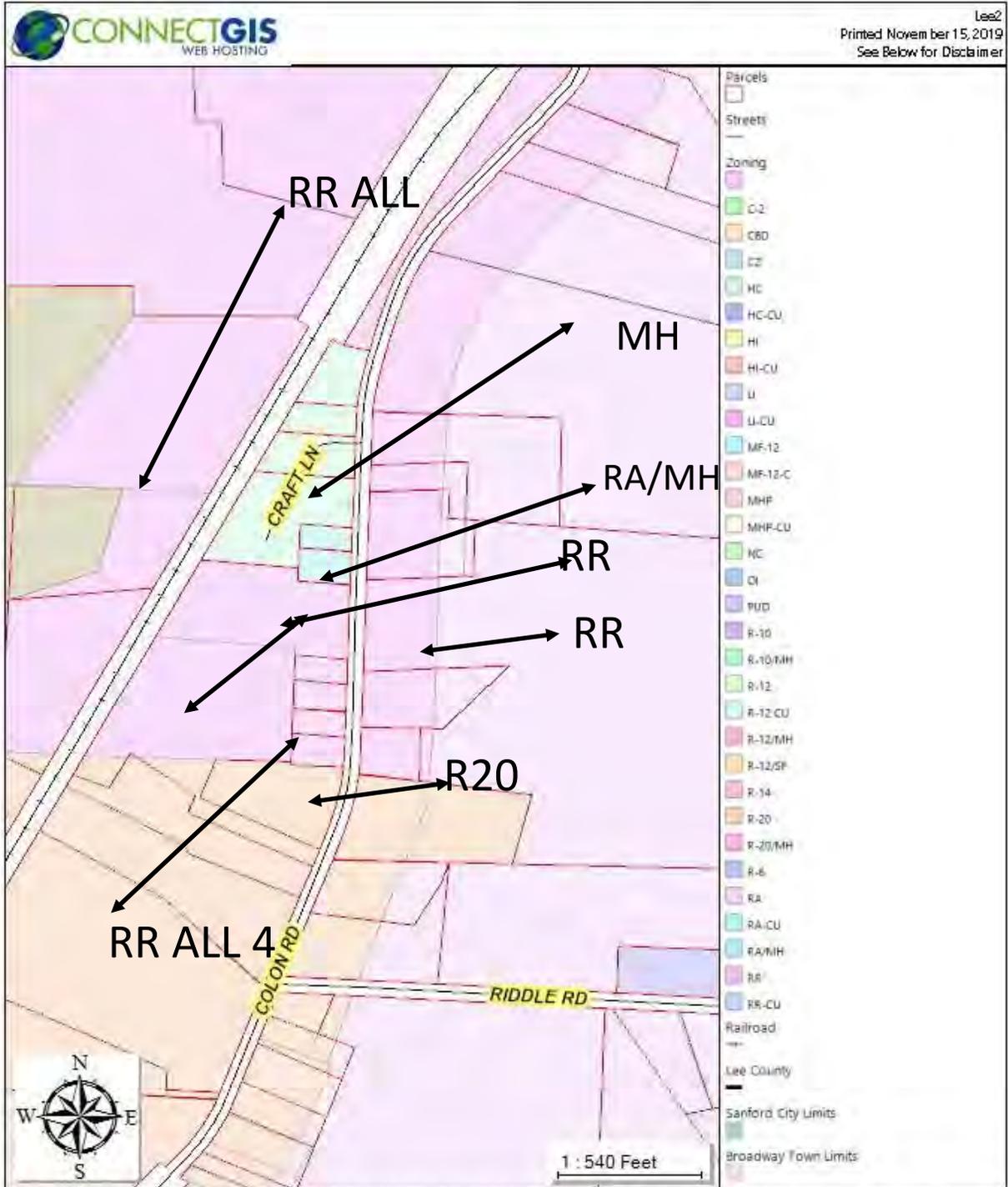
1313 Colon Rd

Sanford, NC

Per your request, please find below an estimate for the removal of a 195' monopole type tower. The costs are broken down as follows:

Mobilization:	\$1,500.00
Crane costs:	\$3,000.00
Labor costs:	\$4,500.00
Trucks (for hauling)	\$1,500.00
Totatl:	\$10,500.00





This site is prepared for the inventory of real property found within this jurisdiction and is compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of the information contained on this site. The County of Lee and Dude Solutions, Inc. assume no legal responsibility for the information contained on this site. Please be advised that you must contact the Lee County Tax Office for accurate tax values. Please contact the Lee County Appraisal Department if any building information is incorrect. The map, layer, data and website (collectively known as the layer) are for graphical and illustration purposes only. The Lee County Strategic Services Department (hereinafter the Department) provides the layer and the information contained within to the general public and has not customized the information for any specific or general purpose. Such information was generated from data maintained by different sources and agencies and as such, some limitations may apply based upon restrictions imposed by other sources or agencies supplying data to Lee County (hereinafter the County). While the Department strives to make the information on the GIS website as timely, reliable and accurate as possible, neither the Department nor the County local governments make any claims, promises, or guarantees about the accuracy, completeness or adequacy of the contents of the layer. Areas depicted are approximate and are not necessarily accurate to mapping, surveying or engineering standards. The County expressly disclaims liability for errors and omissions in the contents of this site and layer. No warranty of any type, implied, expressed, statutory, UCC or otherwise, including, but not limited to, the warranties of non-infringement of third party rights, title, accuracy of data, merchantability, or fitness for a particular purpose, is given with respect to the substantive content of this layer or its use in private or commercial financial transactions. The fact of distribution of the layer does not constitute any warranty, express, implied or otherwise. The user assumes the entire risk related to the use of this data. If the user intends to make any legal or financial decision based on this data, the user should independently verify the accuracy of the same. The Strategic Services Department and the Lee County local

<u>PIN</u> 9654-02-5305-00	<u>Acres</u> 12.70899524	<u>Parcel Address</u> 0 COLON RD
<u>PARID</u> 965402530500	<u>Appraised Land</u> 45500	<u>Appraised Building</u> 7900
<u>Book</u> 1152	<u>Page</u> 605	<u>Tax District</u> FNV
<u>Subdivision</u>	<u>Subdivision Number</u>	<u>Legal 1</u> PLAT 2008/150, 2008/149, PC 9/62G
<u>Legal 2</u> DB 1152/599, 1152/602, 955/615	<u>Legal 3</u>	<u>Owner</u> ROSSER, GRAYSON NEIL
<u>Owner2</u> ROSSER, TERSIA GALE GRAHAM	<u>Mail Address</u> 1313	<u>Mail Suffix</u>
<u>Mail Street Dir</u>	<u>Mail Street</u> COLON	<u>MAILADRSUF</u> RD
<u>Mail City</u> SANFORD	<u>Mail State</u> NC	<u>Mail Zip</u> 27330
<u>Out BLDG Description</u> QUONSET BUILDING	<u>Out BLDG YRBLT</u> 1995	<u>Sale Price</u> 0
<u>Sale Date</u> 10/15/2008 12:00:00 AM	<u>Dwelling Card</u> 0	<u>Dwelling Style</u>
<u>Dwelling DESCR</u>	<u>Dwelling YRBLT</u> 0	<u>Shape Length</u> 4608.21503891462
<u>Appraised Total</u> 53400	<u>Out BLDG Area</u> 1200	<u>Dwelling SFLA</u> 0
<u>OBJECTID 12</u> 29481		

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ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title*
Insurance Company

Commitment Number:

30088650

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent

Attest:

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Transaction Identification Data for reference only:

ISSUING OFFICE:
Strategic Market Services-FNT 7130 Glen Forest Drive, Suite 300 Richmond, VA 23226 Main Phone: (866)552-0129

Order Number: 30088650
 Prepared For: SCI Towers, LLC
 Customer Ref.: 70050 Sanford

SCHEDULE A

1. Commitment Date: October 2, 2019
2. Policy to be issued:
 - (a) ALTA Owner's Policy (06-17-06)
 Proposed Insured: Skyway Towers, LLC, a Delaware limited liability company
 Proposed Policy Amount: \$0.00
 - (b)
 Proposed Insured:
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Leasehold Estate
4. The Title is, at the Commitment Date, vested in:
 Grayson Neil Rosser and Tersia Gale Graham Rosser
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A" Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

All that certain lot or parcel of land situated in Lee County, North Carolina and more particularly described as follows:

Beginning at a point which point is marked by a solid iron set and which point is located in the westerly margin of the 60 foot right of way of Colon Road (SR 1415) and which point is a common corner between the subject tract and a tract belonging, now or formerly, to Lyczowski and running thence from said beginning point South 82 degrees 00 minutes 00 seconds East 11.17 feet to a point, which point is located within the margin of the right of way of the said Colon Road; thence South 05 degrees 48 minutes 29 seconds West 276.55 feet to a point; thence North 81 degrees 38 minutes 54 seconds West 10.16 feet to a solid iron set in the westerly margin of the right of way of the said Colon Road; common corner between the subject tract and tract belonging, now or formerly, to Gunter (Book 54, Page 402); thence with the Gunter line North 81 degrees 38 minutes 54 seconds West 189.84 feet to an existing axle, another corner with Gunter; thence with the Gunter line South 05 degrees 36 minutes 06 seconds West 99.44 feet to an existing axle, common corner between the subject tract and another tract belonging to the aforementioned Gunter (Book 323, Page 954); thence continuing with the line of Gunter South 05 degrees 31 minutes 38 seconds West 100.36 feet to a point, another corner between the subject tract and the aforementioned Gunter Tract; thence continuing with the line of Gunter and others South 05 degrees 07 minutes 14 seconds West 206.18 feet to an existing axle, common corner between the subject tract, a tract belonging, now or formerly, to Garner (Book 423, Page 203), and a tract belonging, now or formerly, to Grayson Neil Rosser (Book 696, Page 62; Book 955, Page 615); thence South 05 degrees 15 minutes 00 seconds West 11.00 feet to an existing solid iron, another corner with Garner and Rosser; thence South 83 degrees 15 minutes 00 seconds East 185.88 feet to a set iron stake in the western margin in the said Colon Road; thence continuing with the Western margin of the said Colon Road to a point, which point is marked by existing solid iron and which point was formerly a corner between Grayson Neil Rosser and John Rosser; thence continuing with the westerly margin of the said Colon Road South 25 degrees 41 minutes 04 seconds West 70.00 feet to a solid iron set, the new corner between Grayson Neil Rosser and John Rosser; thence along a new line between Grayson Neil Rosser and John Rosser North 61 degrees 05 minutes 08 seconds West 503.86 feet to a solid iron set, a new corner between Grayson Neil Rosser and John Rosser; thence with the new line between Grayson Neil Rosser and John Rosser North 29 degrees 16 minutes 52 seconds East 70.00 feet to a point in the old line; thence with aforementioned John Rosser line North 61 degrees 01 minutes 53 seconds West 298.03 feet to a solid iron set another corner with John Rosser; thence continuing with the John Rosser line South 32 degrees 59 minutes 34 seconds West 153.67 feet to iron pipe set, another corner with John Rosser; thence continuing with the John Rosser line North 63 degrees 24 minutes 08 seconds West 149.02 feet to a solid iron set in the Southeasterly margin of the 100 foot right of way of the Seaboard Coastline Railroad; thence with the Southeasterly margin of the aforementioned railroad right of way North 34 degrees 20 minutes 10 seconds East 948.73 feet to a solid iron set; thence South 82 degrees 00 minutes 00 seconds East 365.39 feet to a solid iron set in the Western line of the aforementioned Lyczkowski; thence with the line of the aforementioned Lyczkowski South 00 degrees 33 minutes 04 seconds East 50.00 feet to an exiting solid iron, another corner with Lyczkowski; thence continuing with the line of the aforementioned Lyczkowski South 82 degrees 00 minutes 00 seconds East 188.83 feet to a solid iron set, the point of the beginning, the same being a tract containing 11.805 acres (exclusive of .068 acre located in the right of way of the Colon Road) which tract is shown on a map entitled all as more fully shown on three (3) maps as follows:

1. "Survey for Gayson Neil Rosser" which map was prepared by Michael A. Cain, PLS which map is dated June 3, 2008 and which map is recorded in Plat Cabinet 2008, Slide 150 of the Lee County Registry.
2. "Survey for Grayson [Neal] Rosser [and wife] Tersia Gale Graham Rosser" which map was prepared by Michael A. Cain, Professional Land Surveyor, and which map is dated January 10, 2001, and which map is recorded in Plat Cabinet 9 at Slide 62-G of the Lee County Registry.
3. "Survey for Grayson [Neal] Rosser" which map was prepared by Michael A. Cain, Professional Land Surveyor and which

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EXHIBIT "A"
Legal Description

map is dated December 9, 2004, and which map is recorded in Plat Cabinet 2008, Slide 149 of the Lee County Registry.

AND BEING the same property conveyed to Grayson N. Rosser and Tersia G. Rosser from Ronald W. Norton, Jr., and wife, Diane Faye Norton by North Carolina General Warranty Deed dated July 1, 1982 and recorded July 2, 1982 in Deed Book 332, Page 16; AND FURTHER CONVEYED to Grayson Neil Rosser and Tersia Gale Graham Rosser from Inez W. Rosser, widow by North Carolina General Warranty Deed dated February 18, 2000 and recorded February 21, 2000 in Deed Book 696, Page 62; AND FURTHER CONVEYED to Grayson Neil Rosser from John P. Rosser and wife, Lillie Mae Rosser by North Carolina General Warranty Deed dated January 27, 2005 and recorded January 27, 2005 in Deed Book 00955, Page 0615; AND FURTHER CONVEYED to Grayson Neil Rosser and Tersia Gale Graham Rosser from John P. Rosser and wife, Mae Davis Rosser by North Carolina General Warranty Deed dated October 15, 2008 and recorded October 15, 2008 in Deed Book 01152, Page 0599; AND FURTHER CONVEYED to Grayson Neil Rosser and Tersia Gale Graham Rosser from Robert L. Rosser by North Carolina General Warranty Deed dated February 14, 2001 and recorded February 14, 2001 in Deed Book 726, Page 833; AND FURTHER CONVEYED to Grayson Neil Rosser and Tersia Gale Graham Rosser from Robert Lester Rosser and wife, Barbara Rosser by North Carolina General Warranty Deed dated October 15, 2008 and recorded October 15, 2008 in Deed Book 01152, Page 0602; AND FURTHER CONVEYED to Grayson Neil Rosser and Tersia Gale Graham Rosser from Grayson Neil Rosser and Tersia Gale Graham Rosser by North Carolina Non-Warranty Deed dated October 15, 2008 and recorded October 15, 2008 in Deed Book 01152, Page 0605.

Tax Parcel No. 9654-02-5305-00

Said interest being over land more particularly described by the following description:

Insert metes and bounds description of area

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OPTION AND LEASE AGREEMENT

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between Grayson Neil Rosser, a single person having an address of 1313 Colon Rd Sanford North Carolina 27330, hereinafter referred to as "Lessor", and SCI TOWERS, LLC, a Delaware limited liability company, having a mailing address of P.O. Box 3469, Cary, NC 27519, hereinafter referred to as "Lessee."

WHEREAS, Lessor owns the real estate located at 0 Colon Rd Sanford North Carolina 27330 PIN# 9654-02-5305-00] (the "Premises"); and

WHEREAS, Lessee desires, and Lessor agrees on the terms and conditions set forth in this Agreement, to allow Lessee to option and lease a portion of the Premises as depicted in Exhibit A attached hereto, to construct, operate and maintain a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (collectively the "Structures").

NOW, THEREFORE, the parties agree as follows:

1. THE OPTION.

(a) For the sum of [REDACTED] (the "Option Fee"), to be paid to Lessor by Lessee upon execution of this Lease and other good and valuable consideration, Lessor hereby grants to Lessee the exclusive and irrevocable option for one (1) year from the date hereof (the "Initial Option Period"), to lease the Leased Space (as defined below) on the terms and conditions set forth below (the "Option"). The Option may be extended for an additional one (1) year period upon written notification to Lessor by Lessee accompanied by the payment of an additional sum of [REDACTED] (the "Additional Option Fee"), delivered to Lessor prior to the end of the Initial Option Period. The Initial Option Period, as it may be extended, is referred to herein as the "Option Period."

(b) In the event the Additional Option Fee is not made and/or written notice not delivered by the due date for the same, then the Option will terminate and this Lease will terminate and Lessor will be entitled to retain all previously paid sums as full payment for the Option granted hereunder. However, if Lessor accepts any Additional Option Fee, (as defined below), and/or written notice after the due date for the same, then Lessee's failure to make timely payment of the additional fee will be deemed waived and this Lease will be reinstated. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

(c)

(d) During the Option Period, Lessee shall have the right to enter Lessor's Premises to conduct tests and studies, at Lessee's expense, to determine the suitability of the Leased Space for Lessee's intended use. The tests may include, without limitation, surveys, soil tests, environmental assessments and radio wave propagation measurements.

(e) During the Option Period, Lessee shall have the right to cause to be conducted a title search of the Property. Lessor agrees that it will use commercially reasonable efforts to clear any and all title defects shown on such title search that would prohibit Lessee's use of the Property as contemplated by this Agreement including but not limited to obtaining commercially reasonably SNDA(s) (as hereinafter defined) for all mortgages, deeds of trust or other encumbrances shown on such title search. In the event that Lessor is unable to clear such title defects, Lessee shall be entitled to terminate the Option at any time.

(f) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the notice provision in Section 10 herein. Upon Lessor's receipt of the Notice, the Lease which follows will take effect. The date of Lessor's receipt of the Notice shall be the commencement date ("Commencement Date").

2. LEASED SPACE AND PREMISES. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately Ten Thousand (10,000) square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the Premises, as described in the legal description in Exhibit B attached hereto. Lessor also hereby grants to Lessee the right to survey the Leased Space at Lessee's cost. The survey will automatically replace Exhibit A and be made a part hereof. The Leased Space legal and access and utility easement set forth in the survey will replace any description of the Premises set forth in Exhibit B as soon as it becomes available. In the event of any discrepancy between the description of the Leased Space contained herein and the survey, the survey will control. The Leased Space will be utilized to construct, support and operate the "Structures", including the uses as permitted and described in Section 11 of this Lease and for any other purpose with the Lessor's prior written consent which shall not be unreasonably withheld, conditioned or delayed. In the event Lessee chooses to erect a guyed tower, Lessor hereby grants an appurtenant easement to Lessee (i) in, over and across the Premises for the purpose of anchoring, mounting and replacing the guy wires extending from Lessee's tower on the Leased Space, and (ii) in, over and across that portion of the Premises lying within twenty (20) feet from each guy wire anchor and from both sides of every guy wire for the purpose of maintaining and repairing such guy anchors and wires together with the right to clear all trees, undergrowth or other obstructions and to trim, cut and keep trimmed and cut all tree limbs, undergrowth, or other obstructions which may, in the reasonable opinion of Lessee, interfere with or fall upon Lessee's tower, any of the tower's guy anchors and wires or any of Lessee's other improvements on the Leased Space.

3. TERM. The initial term of this Lease will be five (5) years from the "Commencement Date" specified below (in no event shall this date be earlier than the date on which Lessee exercises the Option) and shall automatically renew for up to ten (10) additional terms of five (5) years each unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding renewal term.

4. RENT.

(a) The rent for the first five (5) years of the Lease will be [REDACTED] per month (the "Rent"), payable monthly in advance on the first of every month commencing on the Commencement Date, which Lessee will pay to Lessor at the place as Lessor

will designate to Lessee in writing. If the initial term or any renewal term does not begin on the first day or end on the last day of a month, the Rent for that partial month will be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the initial term or renewal term and the denominator of which is the total number of days in the full calendar month.

(b) **Rent Escalation.** Beginning with the sixth (6th) year of the Lease and every fifth (5th) year thereafter, the then current Rent will be increased by [REDACTED] percent for the immediately preceding initial term or renewal term for which the Rent has remained constant. Lessee is entitled to withhold payment of Rent until such time as Lessee receives a completed W-9 form from Lessor, setting forth the Federal tax identification number of Lessor or the person or entity to whom the Rent checks are to be made payable as directed in writing by Lessor. Notwithstanding the foregoing, nothing in this provision Rent shall continue to accrue during such time when Lessee is entitled withhold Rent as provided herein. The parties acknowledge and agree that the foregoing is a reasonable requirement in order to allow Lessee to comply with its legal requirements.

5. INGRESS AND EGRESS.

(a) Lessor hereby grants to Lessee an easement (the "Easement") for ingress, egress and regress over the Premises adjacent to the Leased Space for construction, operation and maintenance of the Structures on the Leased Space, and for installation, construction, operation and maintenance of underground and above ground telephone, telegraph, and power lines, in connection with its use of the Leased Space. The term of this Easement will commence upon exercise of the Option and will continue until the last to occur of (i) expiration of the initial term or renewal term, or (ii) removal by Lessee of all of its property from the Leased Space after expiration of the initial term or renewal term. The location and configuration of the Easement will be agreed upon by the parties within ten (10) business days after the latter of Lessee's exercise of the Option, or Lessee's approval of the survey. The Easement shall be included in any recorded Memo (as hereinafter defined) of this Lease. In addition, at Lessee's request and expense, this Easement will be set forth in a separate easement agreement (the "Easement Agreement"), which Lessor and Lessee agree to execute and which Lessee will have recorded as an encumbrance on the Premises. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

(b) Lessee agrees that Lessor may, at Lessor's expense, relocate the above described Easement to another comparable location on the Premises provided that: (i) Lessee receives no less than sixty (60) days prior written notice thereof; (ii) Lessee approves the proposed new location of the easement on the Premises, which approval will not be unreasonably withheld or delayed; (iii) Lessee's access and beneficial use and enjoyment of the Leased Space is not interrupted, obstructed or materially affected; and (iv) the utility services to the Leased Space are not interrupted.

(c) In the event that Lessee from time to time subleases all or a portion of the Leased Space or as otherwise reasonably required by Lessee for work at the Leased Space, Lessor hereby grants to Lessee a temporary construction easement over such portion of the Premises as is reasonably necessary for such work. Following the completion of such work, Lessee shall, at

Lessee's sole cost and expense, promptly repair any damage to the temporary easement area arising from Lessee's use thereof.

6. **TITLE AND QUIET POSSESSION.** Lessor represents and covenants that Lessor owns the Premises and the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

Name of Lien holder	Type of Lien
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Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the initial term or renewal term.

7. **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AND LEASEHOLD MORTGAGE.**

(a) **Subordination, Non-Disturbance and Attornment.** Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises or any portion thereof and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease. Lessor shall make commercially reasonable efforts to provide Lessee, within thirty (30) days after Lessee's notice of its intent to exercise the Option, or within ten (10) business days after the date of creation of any future mortgages or deeds of trust, a subordination, non-disturbance and attornment agreement ("SNDA") in form reasonably acceptable to Lessee, from any holder of a mortgage, deed to secure debt, or deed of trust to which this Lease is, or will become, subordinate.

(b) **Leasehold Mortgage.** Notwithstanding anything to the contrary in this Lease, Lessee may, at any time and from time to time, grant to any lenders, or their designated agents or trustees (such lenders and their agents or trustees, collectively, the "Lessee's Lenders"), mortgages, security interests, and other collateral assignments (each, a "Leasehold Mortgage"), encumbering all or a portion of Lessee's right, title, and interest in and to this Lease, the Leased Space, the Structures or any of Lessee's personal property located thereon; provided, however, that the rights granted to Lessee's Lenders under any Leasehold Mortgage shall not encumber

Lessor's fee interest in the Leased Space, Premises or any portion thereof. For purposes of this Lease, the granting of a Leasehold Mortgage shall not constitute a transfer or assignment of Lessee's interest under this Lease, and shall not require the consent of Lessor. Lessee or Lessee's Lenders may cause any such Leasehold Mortgage to be recorded in the applicable public records.

Lessor shall simultaneously send to the beneficiary of any Leasehold Mortgage of which Lessor has written notice, a copy of any notices that Lessor sends to the Lessee regarding (i) a default under this Lease, (ii) any event, condition or circumstance which, with notice and/or the passage of time, may constitute a default under this Lease, or (iii) a termination of this Lease, and no such notice to Lessee shall be effective unless a copy of such notice is sent to Lessee's Lenders as provided above.

Each of Lessee's Lenders shall have the same notice and cure rights (but no obligation to exercise such rights) with respect to such default as the Lessee has pursuant to the terms of this Lease, plus an additional thirty (30) days thereafter; provided, however, that the time period for the cure right of Lessee's Lenders shall run from the giving of written notice to the Lessee's Lenders. Lessor shall accept any such cure by any of Lessee's Lenders as if such cure had been effected by Lessee.

The foregoing cure periods shall be extended for the period during which any applicable foreclosure, bankruptcy, insolvency or similar proceeding prevents Lessee's Lenders from effecting such cure, provided that Lessee's Lenders are diligently pursuing the resolution of any such matter that is preventing Lessee's Lenders from effecting such cure. If this Lease is terminated by reason of any such proceeding, then upon the request of any Lessee's Lenders made within ten (10) business days of the effective date of such termination, the Lessor and the most senior of Lessee's Lenders making such a request (or its designee) shall enter into a new lease within thirty (30) days of such termination, which new lease shall be effective as of the date of such termination and shall contain the same terms, provisions, covenants, and agreements as are contained in this Lease. The Lessee under such new lease shall be obligated to use commercially reasonable efforts to cure all defaults of Lessee that had existed under this Lease which are capable of being cured by such new Lessee.

Notwithstanding anything to the contrary in this Lease, no consent shall be required from the Lessor in connection with the exercise by any Lessee's Lenders of their rights against the Lessee, including, without limitation, under any Leasehold Mortgage; provided, however, that notice of the exercise of any such rights which result in a change in ownership of the Lessee's interest under this Lease (including, without limitation, foreclosure) shall be provided to Lessor promptly after the consummation of such change in ownership. The rights granted to any of Lessee's Lenders pursuant to this Section shall survive any termination of this Lease.

This Lease shall not be terminated, surrendered or modified in any way without the prior written consent of Lessee's Lenders, nor shall any merger result from the acquisition by any one entity of the fee and leasehold estates in the Leased Space.

In the event any Lessee's Lender or its designee becomes the Lessee under this Lease or under any new lease obtained pursuant to this provision, such party shall be liable for the obligations of Lessee under this Lease or such new lease, as applicable, only for the period of time

that such party remains the actual beneficial holder of the leasehold estate hereunder or under such new lease, and only to the extent provided in this Lease or such new lease.

If requested by any Lessee's Lender, Lessor shall execute a written agreement among Lessor, Lessee and such Lessee's Lender in a commercially reasonable form.

8. **GOVERNMENTAL APPROVALS AND COMPLIANCE.** During the initial term or renewal term, Lessee will make reasonable efforts to comply with all applicable laws affecting Lessee's use or occupancy of the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space. Lessor agrees to fully cooperate with Lessee in order to obtain the necessary permits for construction and use of the Leased Space and its Structures (including any modification(s) to the tower or Leased Space or the addition(s) of equipment or sublessees to the tower or Leased Space), including, but not limited to, zoning approvals/permits and building permits. Lessor agrees not to take any action that may adversely affect Lessee's ability to obtain all of the necessary permits required for construction of the Structures. Lessee will obtain any necessary governmental licenses or authorizations required for the construction and use of Lessee's intended Structures on the Leased Space and will furnish copies of same to Lessor as same are issued. If and to the extent Lessee is at any time required to landscape or provide screening around the outside of the tower or Leased Space, Lessor hereby grants Lessee an easement ten (10) feet in width around the perimeter of and adjacent to the Leased Space in order to comply with such landscaping or screening requirements.

9. **ASSIGNMENT AND SUBLEASING.**

(a) Lessee may sublet all or part of the Leased Space in whole or in part without notice to Lessor and without Lessor's consent. Lessee may freely assign this Lease and, after such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease.

(b) Lessor may assign this Lease or sell the Premises subject to the requirements of Section 35 herein.

10. **NOTICES.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor: Grayson Neil Rosser
Phone # - (919)776-8821

Rent Payable to: Grayson Neil Rosser and Tersia Gale Graham Rosser
1313 Colon Rd
Sanford North Carolina 27330
To Lessee: SCI Towers, LLC
P.O. Box 3469
Cary, NC 27519

RE: Sanford
Phone # - (888) 549-3889

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided. Simultaneously with any notice of default given to Lessee under the terms of this Lease, Lessor shall deliver a copy of such notice to Lender at an address to be provided by Lessee.

11. **LESSEE IMPROVEMENTS.** Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to, prefabricated buildings, generators, fencing, Structures and any other improvements will remain the personal property of Lessee. The Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control. Lessee and Lessor agree that it will not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature, including but not limited to foundations, footings, concrete, paving, gravel, vegetation and utilities.

12. **INSURANCE.** Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive general liability insurance policy covering all of its operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000). On or before the Commencement Date, Lessee will give Lessor a certificate of insurance evidencing that such insurance is in effect. Lessee shall deliver to Lessor a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Lessor's request for such certificate. The insurance policy shall be issued by an insurance company authorized to do business in the state in which the Leased Space is located and shall provide thirty (30) days prior written notice to the Lessor of any cancellation of such policy. Any insurance required to be provided by Lessee may be provided by a blanket insurance policy covering the Leased Space and other properties leased or owned by Lessee provided that such blanket insurance policy complies with all of the other requirements with respect to the type and amount of insurance.

13. **OPERATING EXPENSES.** Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the initial term or renewal term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

14. **TAXES.** Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessor will pay when due all real property taxes and all other fees and assessments attributable to the Premises. In the event Lessor receives a

personal property tax bill attributable to the Structures, Lessor shall forward such tax bill to Lessee within ten (10) days of receipt. If Lessor fails to forward such tax bill within ten (10) days of receipt, Lessor shall be responsible for payment of such tax bill. In the event that Lessor fails to pay real property taxes due and payable for the Premises, Lessee shall have the right but not the obligation to pay such bills directly to the taxing authority. In the event that Lessee elects to pay such bills, Lessee shall be entitled to a credit of taxes paid against any Rent due and owing under this Lease. By way of example, if Lessee pays a Five Thousand Dollar (\$5,000.00) tax bill that Lessor has failed to pay, Lessee shall be entitled to a Rent credit of Five Thousand Dollars (\$5,000.00) and shall be entitled to withhold payment of Rent until such credit is exhausted.

15. **MAINTENANCE.** Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the Premises surrounding the Leased Space in good condition and state of repair.

16. **HOLD HARMLESS.** Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space at Lessee's invitation, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees, licensees or invitees. Except for those resulting from the willful misconduct of either party, neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

17. **DEFAULT AND TERMINATION.**

(a) **Default.** Each of the following events shall be deemed to be an event of default under this Agreement (each an "Event of Default"):

i. If Lessee shall default in the payment of any Rent or other sum or money due Lessor hereunder and such default shall continue for a period of ten (10) days after the date of receipt of written notice of such default from Lessor to Lessee;

ii. Except where different cure periods are expressly provided in this Agreement to the contrary, if either shall default in the observance or performance of any of such party's non-monetary obligations under this Agreement and such default shall continue for more

than thirty (30) days after receipt of written notice of such default the other party provided, however, that if such default is capable of being cured but not within such thirty (30) day period, this Agreement may not be terminated so long as the defaulting party diligently prosecutes such cure to completion in a commercially reasonable amount of time; and

iii. The filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against either party, or an assignment for the benefit of creditors, or a petition or proceeding by or against a party for the appointment of a trustee, receiver or liquidator of a party or against a party's property, or a proceeding by any governmental authority for the dissolution or liquidation of either party.

(b) **Lessee Termination.** Lessee may terminate this Lease if:

i. Any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked;

ii. Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose;

iii. Lessee determines that it does not have acceptable and legally enforceable means of ingress and egress to and from the Leased Space;

iv. Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease;

v. Utilities necessary for Lessee's contemplated use of the Leased Space are not available;

vi. The Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto;

vii. The Premises now or hereafter contains a Hazardous Material or Lessor fails to cure a Breach of Environmental Laws;

viii. Lessee is unable to obtain a commercially reasonable SNDA;

ix. Lessor has failed to cure an Event of Default by Lessor under this Agreement after such notice and cure period as provided herein;

x. Lessor fails to perform any of the material covenants or provisions of this Lease or if any representation or warranty contained herein is found to be untrue;

xi. The Leased Space is the subject of a condemnation proceeding or taking by a governmental authority, or quasi-governmental authority with the power of condemnation, or if the Leased Space is transferred in lieu of condemnation (Rent will be abated during the period of condemnation or taking);

xii. The use of the Leased Space will not sufficiently benefit Lessee economically or commercially;

xiii. If Lessee determines, in its sole discretion that it will not be viable to use the Leased Space for its intended purpose; or

xiv. If Lessee determines, in its sole discretion, that it will be unable to use the Leased Space for any reason. In the event of termination by Lessee or Lessor pursuant to this provision, Lessee will be relieved of all further liability hereunder.

Lessee may terminate the Lease for any of these reasons by providing Lessor with thirty (30) days prior written notice. Any Rent paid prior to the termination date and applicable to periods prior to the termination date will be retained by Lessor. Any Rent paid prior to the termination date and applicable to periods after the termination date shall be refunded to Lessee by Lessor. In the event Lessor fails to perform its obligations under this Lease for any reason other than Lessee's breach, Lessee may pursue all remedies available at law and in equity. Lessor hereby acknowledges that Lessee will incur significant expenses in reliance on this Lease, and therefore agrees to pay Lessee for all consequential damages which Lessee will suffer as a result of Lessor's breach. In the event Lessor fails to comply with the terms of this Lease, Lessee may, in its sole and absolute discretion, cure any such default, and to the extent Lessee incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Lessee pays on behalf of Lessor), Lessor agrees to promptly reimburse Lessee for such reasonable expenses incurred and hereby grants Lessee a security interest and lien on the Premises, to secure Lessor's obligation to repay such amounts to Lessee. In addition, Lessee may offset the amount of any such expenses incurred against any Rent payable hereunder.

(c) **Lessor Termination.** Lessor may terminate this Lease, at its option, if Lessee has failed to cure an Event of Default by Lessee under this Agreement after such notice and cure period as provided herein.

18. **EXCLUSIVITY.** Lessor acknowledges that Lessee's intended use of the Leased Space is a competitive business. During the initial term or renewal term, neither Lessor, nor its successors or its assigns, will use or suffer or permit another person, corporation, company, or other entity to use the Premises or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor, its successors or assigns, for the uses permitted herein or other uses similar thereto.

19. **BINDING ON SUCCESSORS.** The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

20. **ACCESS TO LEASED SPACE/PREMISES.** Lessee shall have at all times during the initial term or renewal term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day/7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires,

cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

21. **GOVERNING LAW.** The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State in which the Leased Space is located.

22. **ENTIRE AGREEMENT.** All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. **SURVEY AND TESTING.** Lessee will have the right during the initial term or renewal term of this Lease (and the Option Period, if applicable) to survey, soil test, and make any other investigations necessary to determine if the surface and subsurface of the Leased Space are suitable for construction and operation of the Structures. If Lessee, prior to completion of the Structures determines that for any reason the surface or subsurface of the Leased Space is not suitable to construct and operate the Structures, this Lease, upon written notice given to Lessor prior to completion of the Structures will become null and void; provided that at Lessee's sole expense the Leased Space will be promptly restored to the extent contemplated by the Lessee Improvements section above and provided further that Lessee will deliver copies of all soil tests and investigation reports to Lessor.

24. **OIL, GAS AND MINERAL RIGHTS.** Lessor does not grant, lease, let or demise hereby, but expressly excepts and reserves here from all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Leased Space; provided, however, that no drilling or other activity will be undertaken on or beneath the surface of the Leased Space or Easement area to recover any oil, gas or minerals. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral lease covering the Leased Space or any part thereof, now of record in the office of the county clerk or other recording authority as applicable, provided, however, that any future oil, gas or mineral lease covering the above described lands or any part thereof will be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interests granted to Lessee under the terms of this Lease.

25. **HAZARDOUS WASTE.**

(a) The term "Hazardous Materials" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 *et seq.* (33 U.S.C. '1317), (vii)

defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 *et seq.* (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 *et seq.* (42) U.S.C. '9601). The term "Environmental Laws" will mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the initial term or renewal term of this Lease (a "Breach"), and if a Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of a Breach.

(c) In addition, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the initial term or renewal term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this section will survive and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns and will survive the initial term or renewal term of this Lease and any renewal periods thereof.

26. **MECHANIC'S AND LANDLORD'S LIENS.** Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through

or under Lessee. Additionally, Lessor disclaims and waives any now existing or hereafter arising landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessees' communication facilities, Structures, equipment, improvement, fixtures or other property.

27. **HEADINGS.** The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

28. **TIME OF ESSENCE.** Time is of the essence of Lessor's and Lessee's obligations under this Lease.

29. **SEVERABILITY.** If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

30. **REAL ESTATE BROKER.** Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Lease.

31. **FURTHER ASSURANCES.** Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Structures) as the other may reasonably require to consummate, evidence or confirm this Lease or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide an SNDA required in this Lease, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee.

32. **RIGHT TO REGISTER OR RECORD.** Lessee may request that Lessor execute a Memorandum of Option and Land Lease, Memorandum of Land Lease or Short Form of Lease (collectively a "Memo") for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memo and record same in the public records.

33. **INTERPRETATION.** Each party to this Lease and its counsel have reviewed and had the option to revise this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Lease or of any amendments or exhibits to this Lease.

34. **CONDEMNATION.** Lessor shall fully advise Lessee in a timely manner of all condemnation proceedings or prospective condemnation proceedings in order that Lessee may

fully protect and prosecute its rights and claims relating to the Leased Space. If the whole of the Leased Space shall be taken or condemned by, or transferred in lieu of condemnation to, any governmental or quasi-governmental authority or agency with the power of condemnation during the initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall be entitled to any award based upon its leasehold interest as set forth in this Lease, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. In the event only a portion of the Premises, which portion does not include the whole of the Leased Space, shall be taken or condemned by, or transferred in lieu of condemnation to any governmental or quasi-governmental authority or agency with the power of condemnation during the Initial Option Period, Additional Option Period or initial term or renewal term of this Lease, Lessee shall have the option to either: (1) terminate this Lease; or (2) continue in possession of the property pursuant to the terms of this Lease with a proportionate reduction in Rent equal to that portion, if any, of the Leased Space so taken, condemned or transferred in lieu of condemnation. In either event, Lessee shall be entitled to any award based upon its leasehold interest in the portion of the Premises condemned, taken or transferred in lieu of condemnation, along with the value of all Lessee's improvements, including, but not limited to, the Structures, prefabricated buildings, generators, fencing and any other improvements and for all of Lessee's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, prepaid Rent or other losses or expenses as may be incurred. Nothing contained herein shall prohibit Lessee from making its own claims against any condemning authority for any losses or damages Lessee shall incur as a result of a condemnation, or sale in lieu of condemnation, of the whole or any portion of the Premises.

35. **RIGHT OF FIRST REFUSAL.** Lessor shall not, prior to the expiration of the term of this Lease, or any renewal term(s) or extensions thereof, sell any interest in the Leased Parcel including any interest in this Lease without first giving written notification to Lessee (the "Notice of Sale"). The Notice of Sale shall include a copy of the proposed sale or agreement. For the period of thirty (30) days after receipt of the Notice of Sale, Lessee shall have the right to give written notice to Lessor of Lessee's right to purchase the Leased Parcel, the interest therein proposed to be sold, or the Premises or portion of the Premises on the same terms, price and conditions as set forth in the Notice of Sale. In the event Lessor does not receive written notice of Lessee's exercise of the right herein granted within said thirty (30) day period, there shall be a conclusive presumption that Lessee has not elected to exercise Lessee's right hereunder, and Lessor may complete the sale to the prospective purchaser on the same terms set forth in the Notice of Sale. In the event that Lessor sells any interest in the Lease Parcel, the Lease or Premises in violation of this Lease, Lessee shall be entitled to reduce its Rent to One Dollars (\$1.00) per month for the remainder of the Lease, including all renewal terms available.

36. **DATE OF LEASE.** The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to

so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his or her name.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the last day and year specified below.

LESSOR: Grayson Neil Rosser

By: Grayson Neil Rosser
Name: **Grayson Neil Rosser**
Title: Owner
Date: 9-12-2019

WITNESSES:

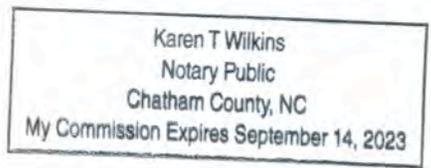
By: Jeff Standifer
Name: JEFF STANDIFER
By: John R. Wilkins
Name: John R. Wilkins

STATE: NORTH CAROLINA)
COUNTY: LEE)

I, the undersigned authority, a Notary Public in and for said County in said State/Commonwealth, hereby certify that **Grayson Neil Rosser**, whose name as Lessor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 12 day of September, 2019.

(NOTARIAL SEAL)



Karen T Wilkins
Notary Public
My Commission Expires: 9-14-2023



LESSEE:

SCI Towers, LLC
a Delaware limited liability company

By: [Signature]
Name: DAVID HERRING
Title: VICE PRESIDENT
Date: 9-19-19

WITNESSES:

By: [Signature]
Name: VICTORIA MORRIS

By: [Signature]
Name: KRISTEN L. BROOKS

STATE/Commonwealth of GA)
Putnam COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State/Commonwealth, hereby certify that David Herring, whose name as Lessee, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 19th day of September, 2019.



[Signature]
Notary Public

My Commission Expires: April 6, 2020

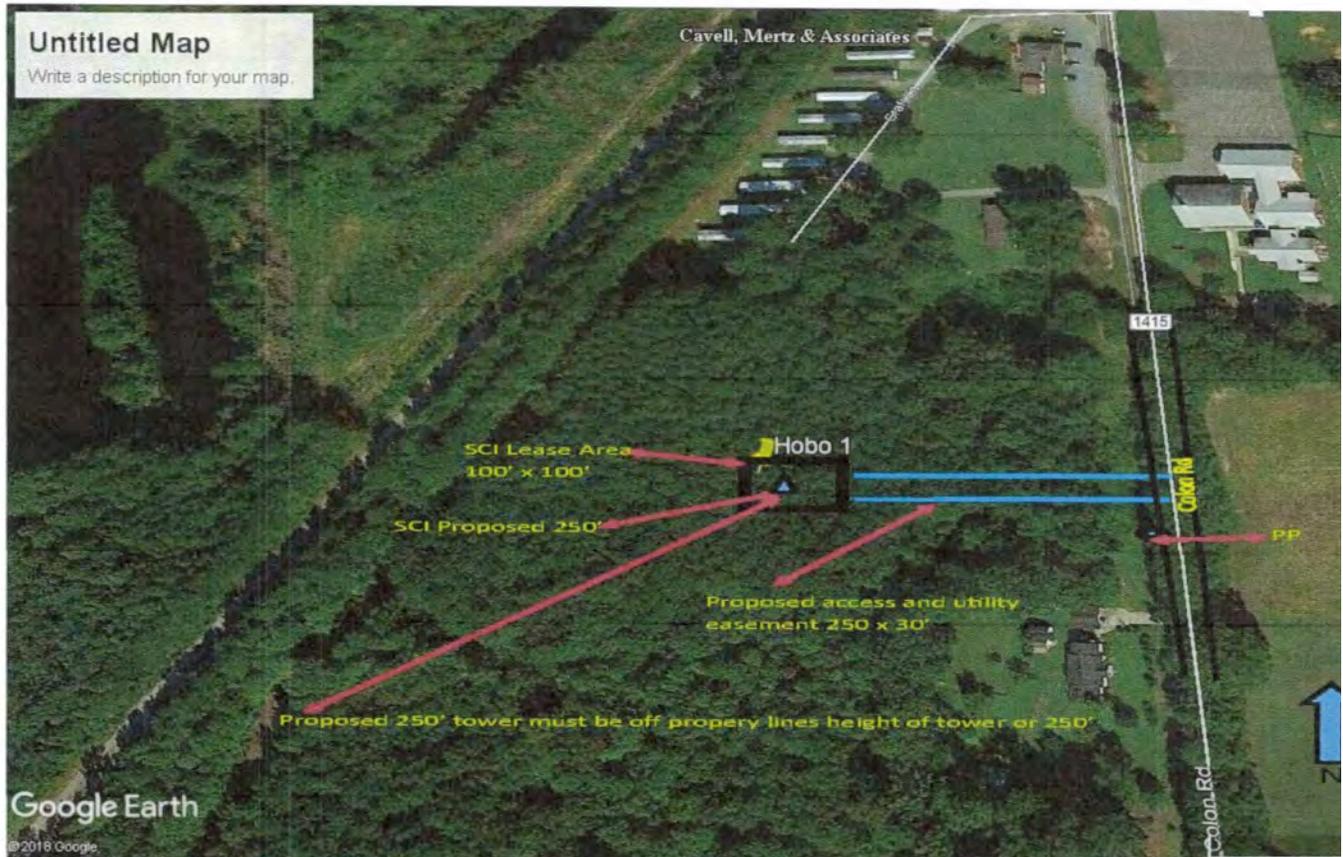


EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DEPICTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY



Initials: _____

Initials: _____

|

EXHIBIT B

**LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED**

The Leased Space shall consist of 10,000 square feet ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

DESCRIPTION OF LEASED SPACE TO BE INSERTED UPON COMPLETION OF SURVEY

Initials: _____

Initials: _____



After recording return to:
SCI Towers, LLC
P.O. Box 3469
Cary, NC 27519
Ph: 888-549-3889

MEMORANDUM OF OPTION AND LAND LEASE

THIS MEMORANDUM OF OPTION AND LAND LEASE (herein "Memorandum") is made this ____ day of _____, 2019, by and between Grayson Neil Rosser ,a single person , having an address located at 1313 Colon Rd Sanford North Carolina 27330 (herein "Lessor") and **SCI TOWERS, LLC**, a Delaware limited liability company having a mailing address of P.O. Box 3469, Cary, NC 27519 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Option and Lease Agreement dated _____, 2019 whereby, Lessor granted to Lessee an Option to lease the land described in Exhibit "A" attached hereto and made a part hereof (the "Lease"). All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the option, the rents reserved and the covenants and conditions more particularly set forth in the Lessor, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor grants to Lessee an exclusive and irrevocable Option to lease approximately 10,000 square feet (the "Leased Space") within Lessor's property (the "Premises") located at 0 colon Rd, City of Sanford, County of Lee, State of North Carolina,

Parcel ID# 9654-02-5305-00, Tax Map No. N/A , which is legally described in Exhibit "A" attached hereto and made a part hereof. The Initial Option Period expires one (1) year from date of execution and may be extended for an additional period of one (1) year.

2. In the event Lessee exercises the Option, Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, which term is subject to ten (10) additional five (5) year extension periods.

3. The sole purpose of this instrument is to give notice of the Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.

4. Right of First Refusal. Lessor shall not, prior to the expiration of the term of this Lease, or any renewal term(s) or extensions thereof, sell any interest in the Leased Parcel including any interest in this Lease without first giving written notification to Lessee (the "Notice of Sale"). The Notice of Sale shall include a copy of the proposed sale or agreement. For the period of thirty (30) days after receipt of the Notice of Sale, Lessee shall have the right to give written notice to Lessor of Lessee's right to purchase the Leased Parcel, the interest therein proposed to be sold, or the Premises or portion of the Premises on the same terms, price and conditions as set forth in the Notice of Sale. In the event Lessor does not receive written notice of Lessee's exercise of the right herein granted within said thirty (30) day period, there shall be a conclusive presumption that Lessee has not elected to exercise Lessee's right hereunder, and Lessor may complete the sale to the prospective purchaser on the same terms set forth in the Notice of Sale. In the event that Lessor sells any interest in the Lease Parcel, the Lease or Premises in violation of this Lease, Lessee shall be entitled to reduce its Rent to One Dollars (\$1.00) per month for the remainder of the Lease, including all renewal terms available.

5. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. All covenants and agreements of the Lease shall run with the land described in Exhibit "A".

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LESSOR: Grayson Neil Rosser

By: Grayson Neil Rosser
Name: **Grayson Neil Rosser**
Title: Owner
Date: 9-12-2019

WITNESSES:
By: [Signature]
Name: JEFF STANDIFER
By: [Signature]
Name: John R. Wilkins Jr

STATE: NORTH CAROLINA)
COUNTY: LEE)

I, the undersigned authority, a Notary Public in and for said County in said State/Commonwealth, hereby certify that **Grayson Neil Rosser**, whose names as Lessor, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 12 day of September, 2019.

(NOTARIAL SEAL)

Karen T Wilkins
Notary Public
Chatham County, NC
My Commission Expires September 14, 2023

Karen J. Wilkins
Notary Public

My Commission Expires: 9-14-2023



LESSEE:

SCI Towers, LLC
a Delaware limited liability company

By: David
Name: DAVID HERRING
Title: VICE PRESIDENT
Date: 9-19-19

WITNESSES:

By: Victoria Morris
Name: Victoria Morris
By: Kristen L. Brooks
Name: Kristen L. Brooks

STATE/Commonwealth of GA)
Putnam COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State/Commonwealth, hereby certify that David Herring whose name as Lessee, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, s/he executed the same voluntarily on the day the same bears date.

GIVEN under my hand this 19th day of September, 2019.



April A. Clemons
Notary Public

My Commission Expires: April 6, 2020



EXHIBIT "A"

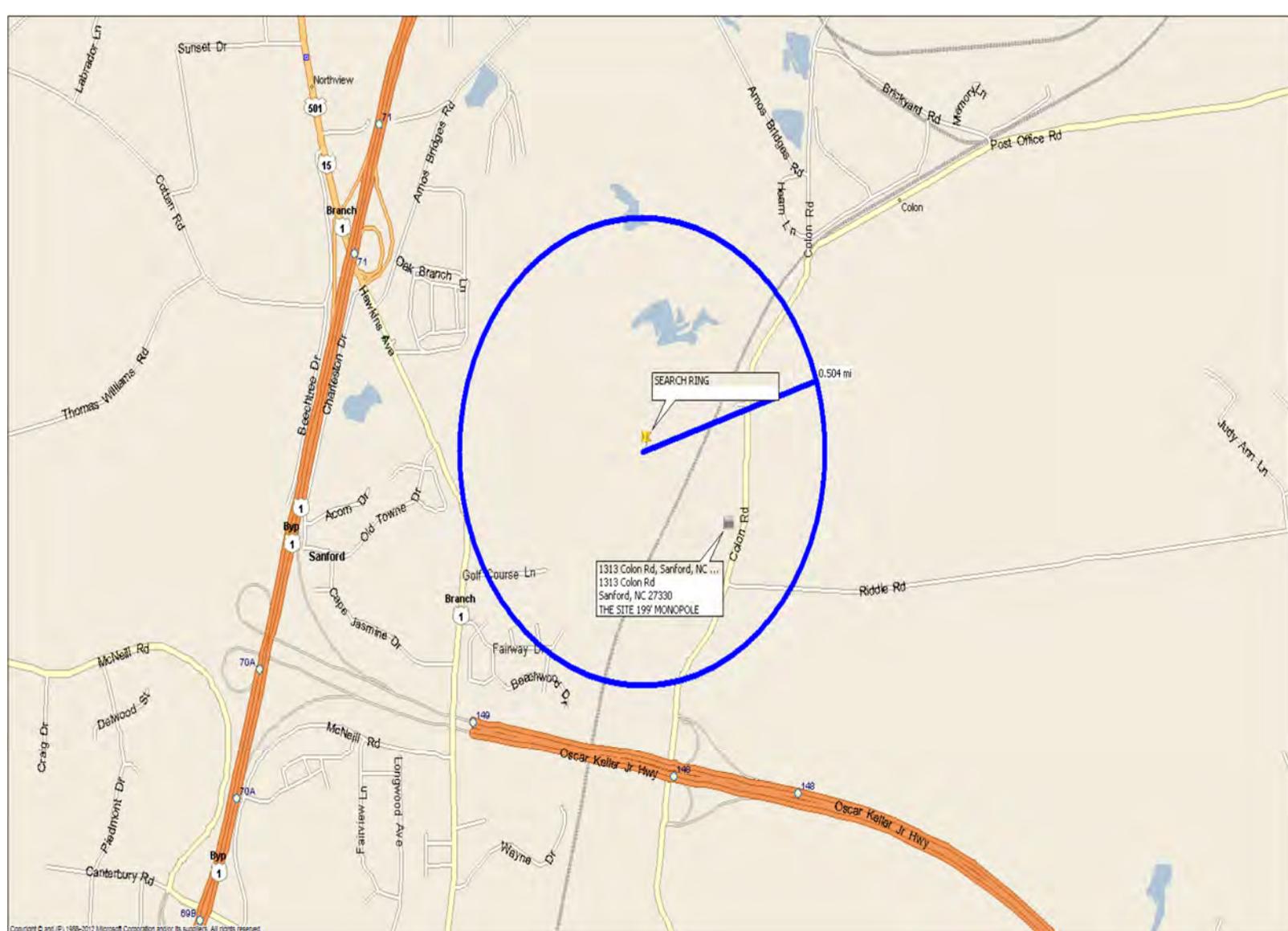
Legal Description

The Leased Space shall consist of 10,000 square feet of ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below



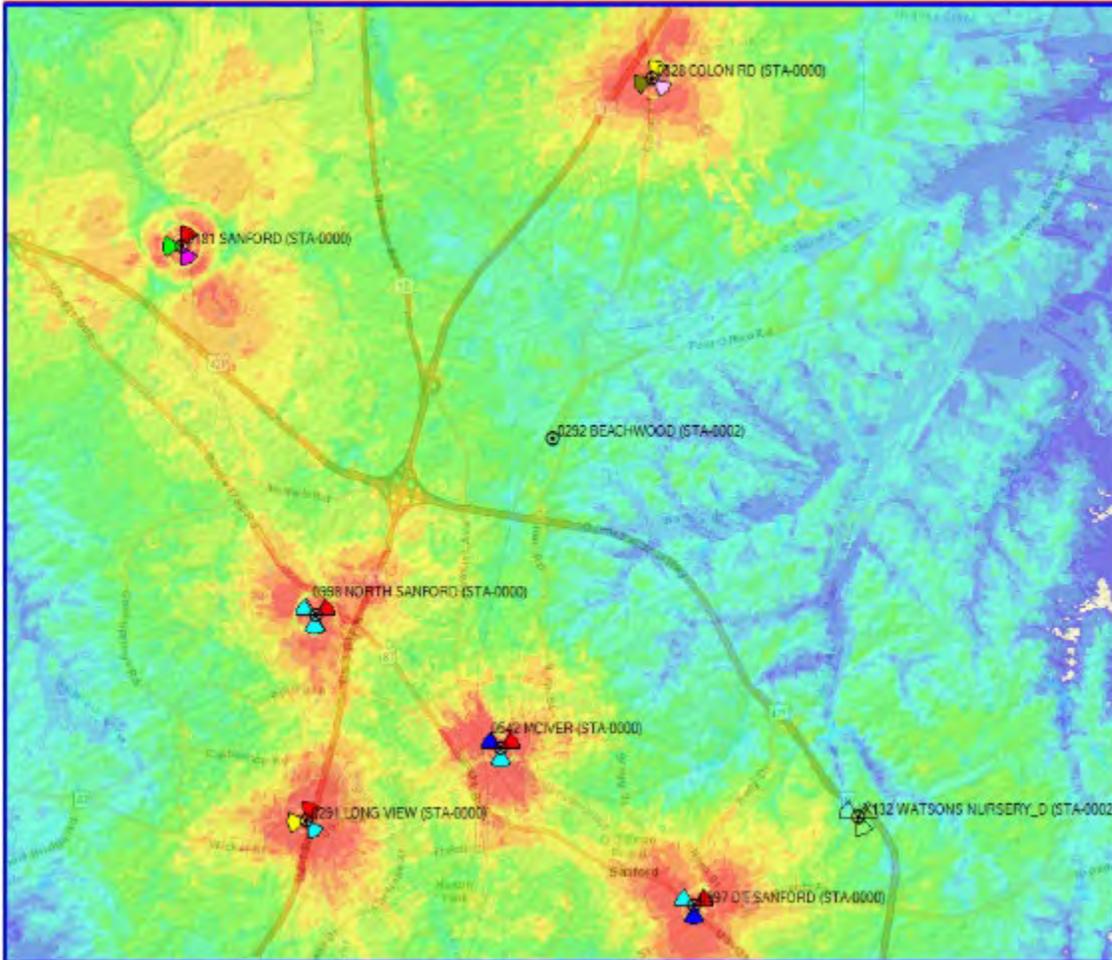
(Lessor and Lessee agree that a leased area legal description and access and utility easement can be substituted with a survey as soon as it becomes available.)

Search Ring

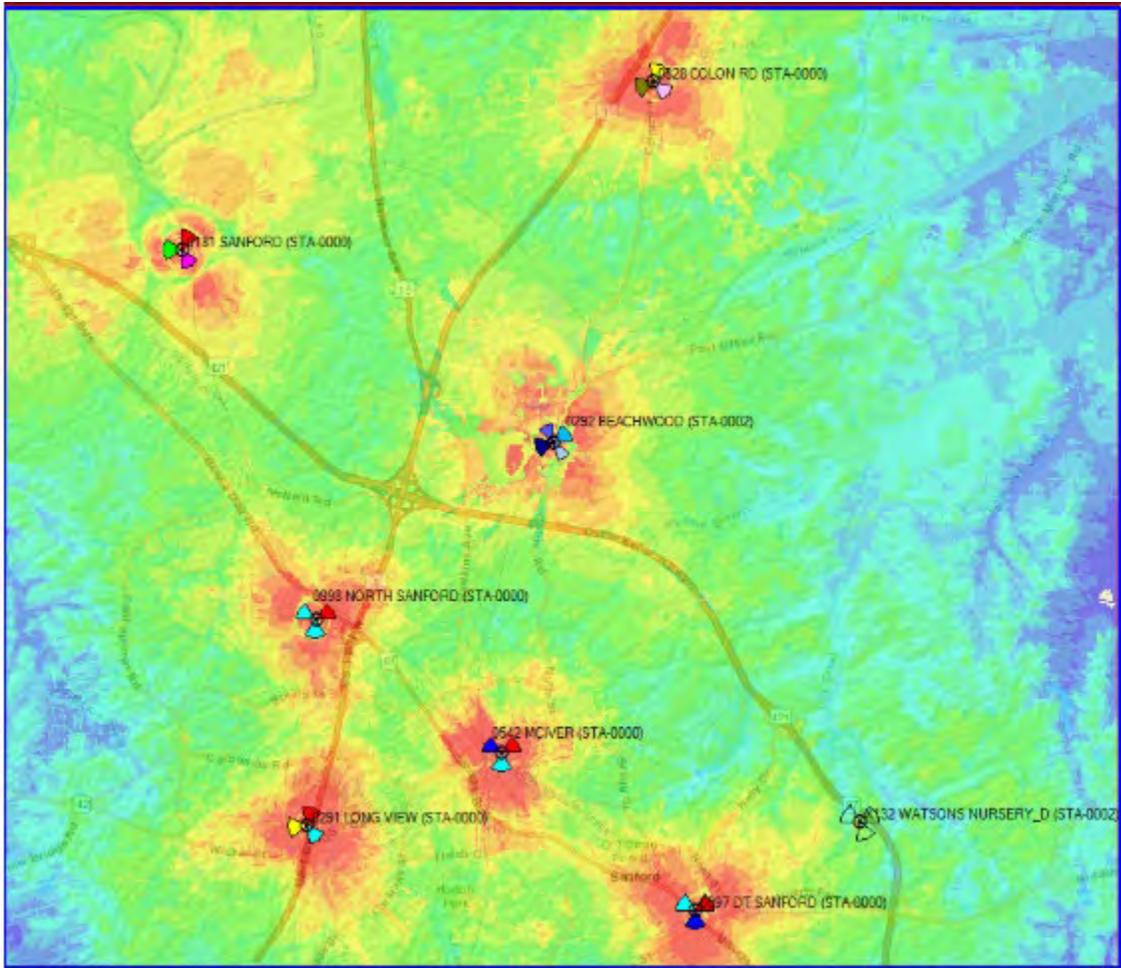


Beachwood Search Ring RF Propagations

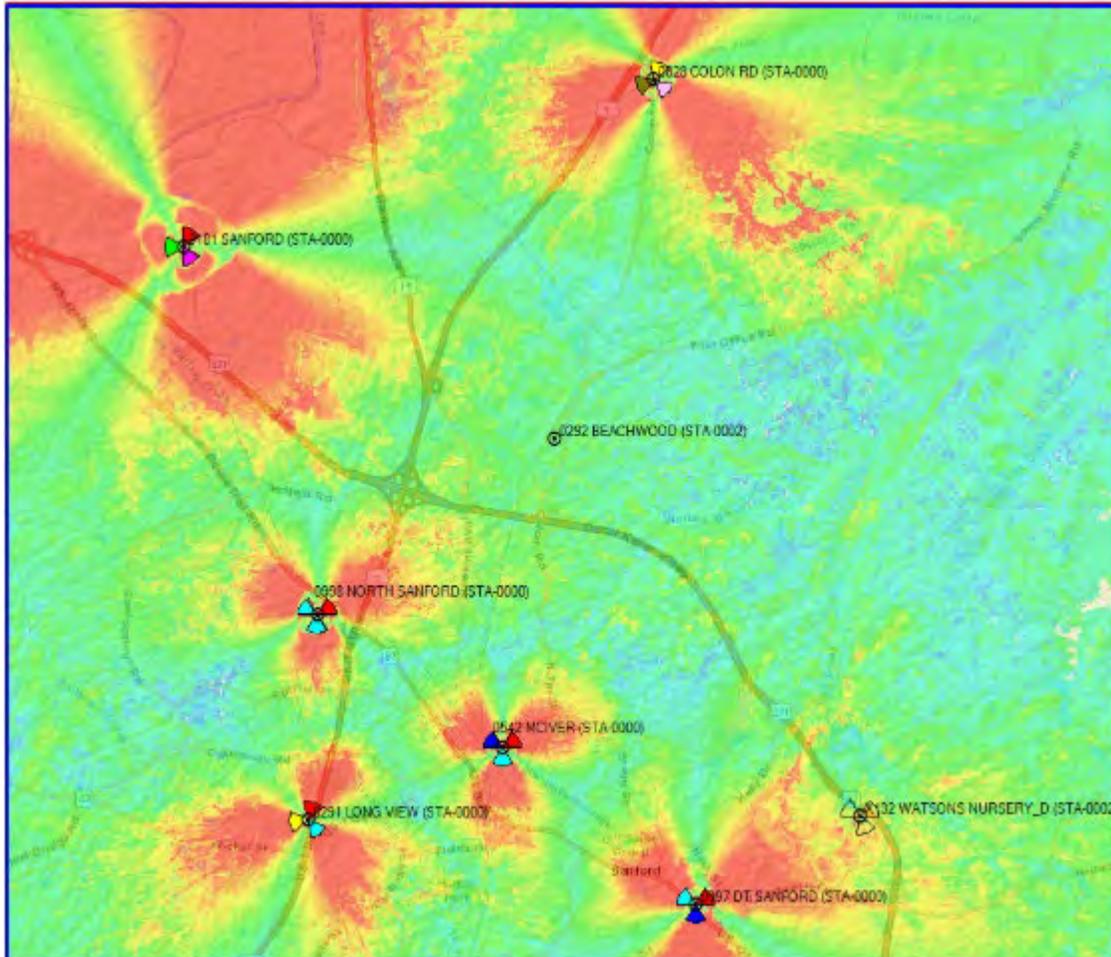
RSRP Before



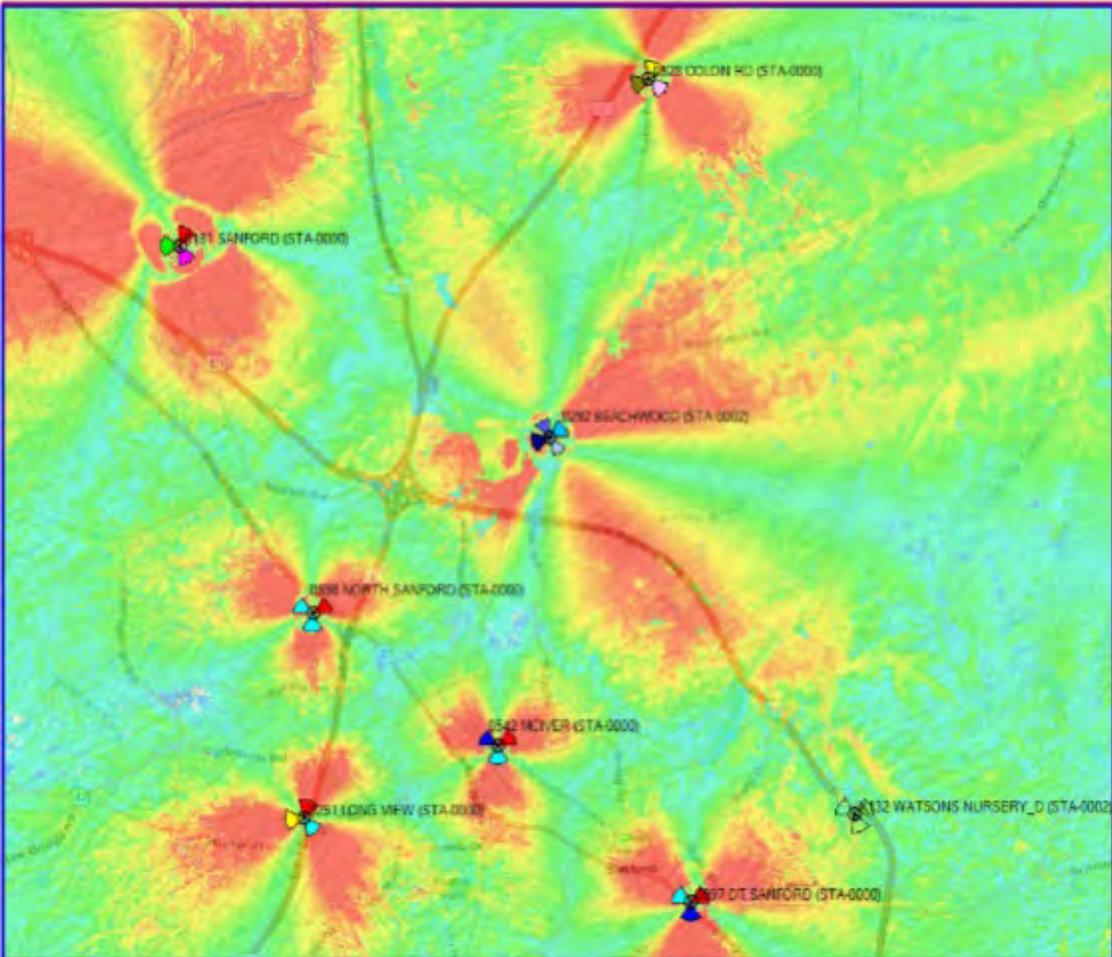
RSRP After

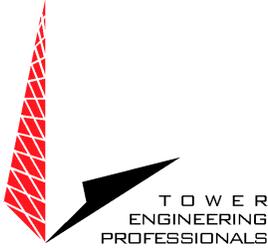


C/I Before



C/I After





November 8, 2019

Mr. Dennis Culligan
Program Manager
Site Concepts, Inc.

Dear Mr. Culligan,

Tower Engineering Professionals, Inc. (TEP), on behalf of SCI Towers, has completed a Balloon Test and Visual Impact Assessment for a proposed 225-ft AGL monopole communications tower (229-ft overall with appurtenances) to be located at latitude: N 35° 31' 00.56", longitude: W 79° 09' 57.39" (NAD 83), at 1344 Colon Road, north of City of Sanford in north-central Lee County, North Carolina. On Thursday November 7, 2019, TEP deployed a 10' long x 4'-1" diameter yellow blimp with red fins at 225-ft above ground level (to top of blimp) from approximately 7:45 a.m. to 9:45 a.m. EST. The weather at the time of the blimp flight was partly cloudy, with excellent visibility, and approximately 40 to 60 degrees Fahrenheit with little to no wind.

During the Visual Impact Assessment, TEP noted where the blimp was visible along public roads within a 3-mile radius of the proposed tower location. Additionally, photographs were taken from six (6) locations within the 3-mile radius. Photographs were taken by Ryan Malek of TEP with a Nikon D3200 Digital Camera at a focal lengths ranging from approximately 18mm to 50mm. The blimp was visible from five (5) of the six (6) photograph locations. TEP completed pictorial representations (photo simulations) to simulate the view of the proposed tower utilizing five (5) of the photographs where the blimp was visible.

Attached is the Visual Impact Assessment Map overlaid on the Google Earth 9/30/18 Aerial Photograph and photographs from within a 3-mile radius of the proposed tower location, five (5) of which are accompanied by pictorial representations (photo simulations) of the proposed tower. Please don't hesitate to contact me with any questions or concerns regarding this report.

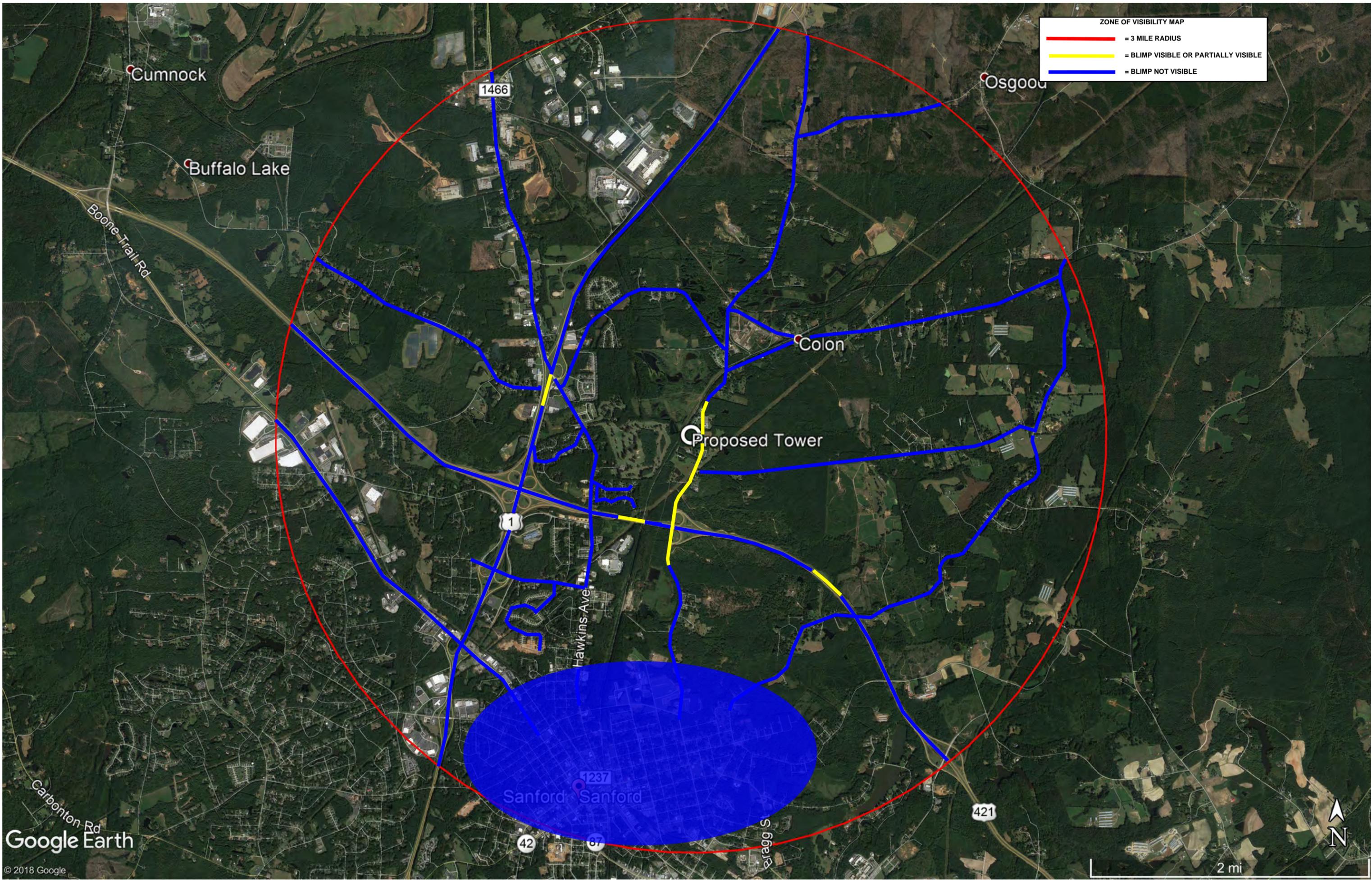
Sincerely,

A handwritten signature in black ink that reads "Ryan A. Malek".

Ryan A. Malek
Environmental Division Manager
Tower Engineering Professionals, Inc.

ZONE OF VISIBILITY MAP

- = 3 MILE RADIUS
- = BLIMP VISIBLE OR PARTIALLY VISIBLE
- = BLIMP NOT VISIBLE



Cumnock

Buffalo Lake

Osgood

1466

Colon

Proposed Tower

1

Hawkins Ave

42

67

Sanford Sanford

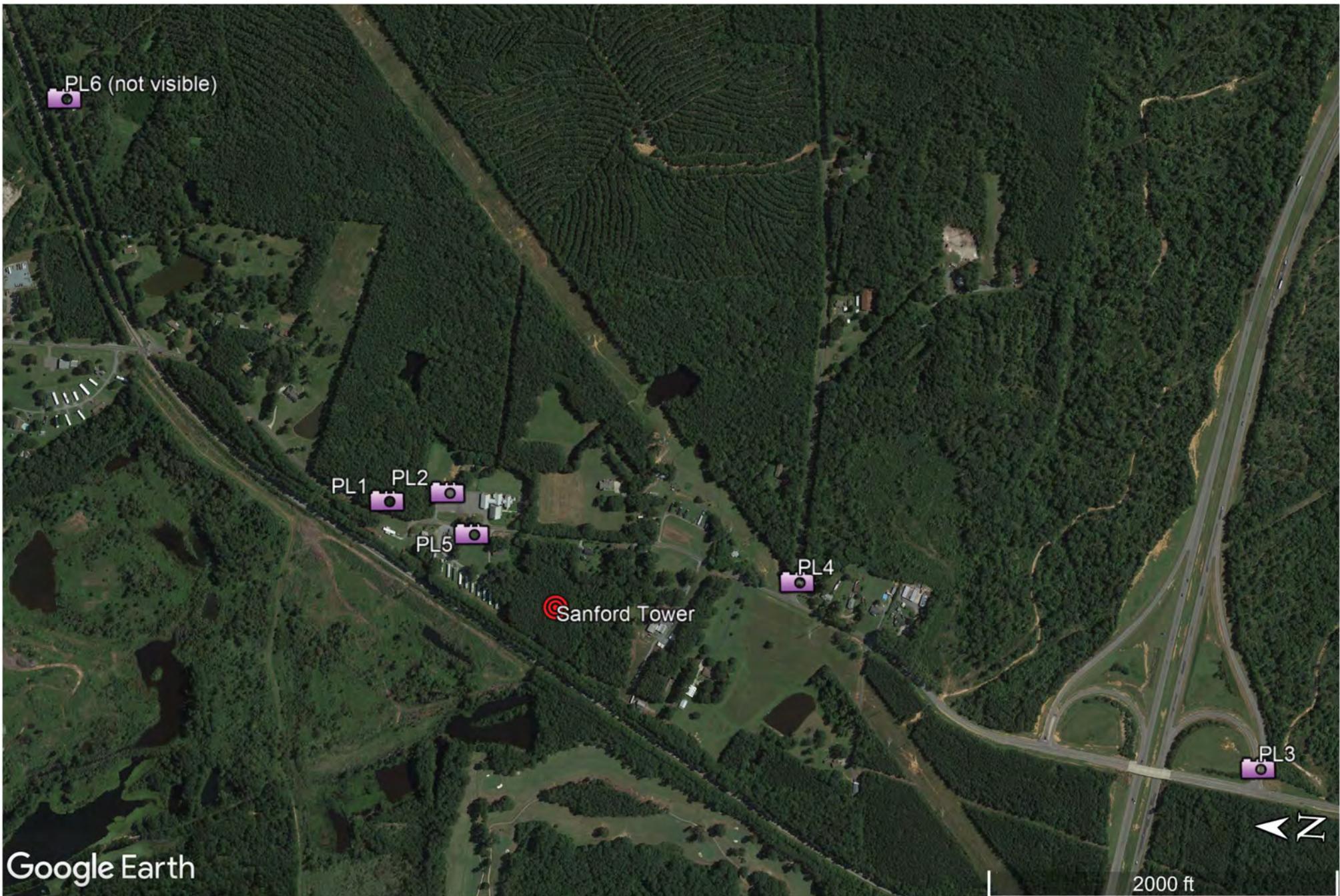
1237

Bragg S

421

Boone Trail Rd

Carbonton Rd



Google Earth

2000 ft



Photo Locations

Sanford
1344 Colon Road
Sanford, NC 27330



Monopole Tower Simulation

Balloon at 225-ft AGL

Photo #1 - approx. 1,115' NE of site

Sanford
1344 Colon Road
Sanford, NC 27330



Monopole Tower Simulation

Balloon at 225-ft AGL

Photo #2 - approx. 860' NE of site

Sanford
1344 Colon Road
Sanford, NC 27330



Monopole Tower Simulation

Balloon at 225-ft AGL

Photo #3 - approx. 4,100' SSW of site

Sanford
1344 Colon Road
Sanford, NC 27330



Monopole Tower Simulation

Balloon at 225-ft AGL

Photo #4 - approx. 1,350' SSE of site

Sanford
1344 Colon Road
Sanford, NC 27330



Monopole Tower Simulation

Balloon at 225-ft AGL

Photo #5 - approx. 615' NE of site

Sanford
1344 Colon Road
Sanford, NC 27330

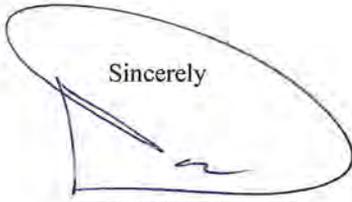
**SCI Towers
PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY
1313 Colon Rd
Sanford
North Carolina
27330**

Per section 5.33.2.4 Lighting requirements

To Whom it may concerns

The proposed 199' monopole tower at the location listed above will not need to be lighted due to the fact it is not over 200' in height. FAA requires any tower over the 200' in height threshold to be lighted.

Sincerely

A handwritten signature in blue ink, enclosed in a large, irregular oval shape. The signature appears to be "Michael Doran".

Michael Doran
Representing SCI Towers LLC

January 22, 2020

RE: SCI Towers, LLC Sanford Site

Dear Mr. and Mrs. Gunter

In accordance with the Unified Lee County -Sanford ordinance, section 5.33.6.12. Please accept this correspondence as notification of a proposed telecommunication site on the parcel listed below. I have also enclosed the Grayson Rosser's property tax map, depicting the location of the site. Should you have any questions or concerns please free to contact me at the number below:

PIN# 9654-02-5305-00

Thank you for your time and consideration.

Sincerely,

Michael Doran
Agent for SCI Towers LLC
585 So. Square Drive
Winterville NC 28590
(217) 622-1377
mdoran@maguiredevcorp.com

January 22, 2020

RE: SCI Towers, LLC Sanford Site

Dear Mr. and Mrs. Santana

In accordance with the Unified Lee County -Sanford ordinance, section 5.33.6.12. Please accept this correspondence as notification of a proposed telecommunication site on the parcel listed below. I have also enclosed the Grayson Rosser's property tax map, depicting the location of the site. Should you have any questions or concerns please free to contact me at the number below:

PIN# 9654-02-5305-00

Thank you for your time and consideration.

Sincerely,

Michael Digitally signed by
Michael Doran
Date: 2020.01.22
11:47:14 -05'00'
Doran

Michael Doran
Agent for SCI Towers LLC
585 So. Square Drive
Winterville NC 28590
(217) 622-1377
mdoran@maguiredevcorp.com

January 22, 2020

RE: SCI Towers, LLC Sanford Site

Dear Mr. and Mrs. Thomas

In accordance with the Unified Lee County -Sanford ordinance, section 5.33.6.12. Please accept this correspondence as notification of a proposed telecommunication site on the parcel listed below. I have also enclosed the Grayson Rosser's property tax map, depicting the location of the site. Should you have any questions or concerns please free to contact me at the number below:

PIN# 9654-02-5305-00

Thank you for your time and consideration.

Sincerely,

Michael

Doran

Digitally signed by Michael Doran
Date: 2020.01.22 11:47:59 -0500

Michael Doran

Agent for SCI Towers LLC

585 So. Square Drive

Winterville NC 28590

(217) 622-1377

mdoran@maguiredevcorp.com

7019 1640 0000 3377 9047

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

SANFORD, NC 27330

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85



Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1640 0000 3377 9030

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

SANFORD, NC 27330

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85



Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1640 0000 3377 9023

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

SANFORD, NC 27330

OFFICIAL USE

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85



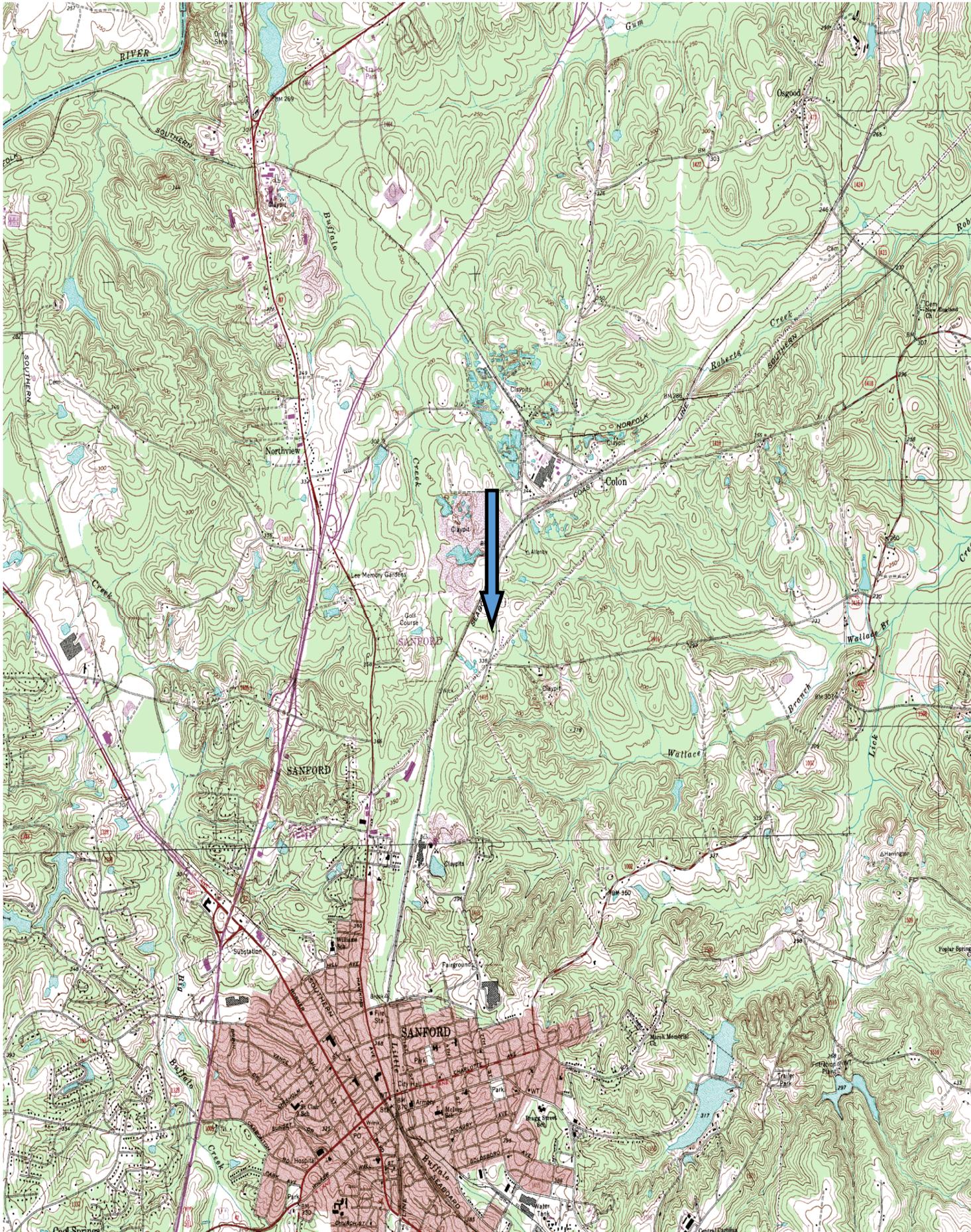
Sent To _____
 Street and Apt. No., or PO Box No. _____
 City, State, ZIP+4® _____
 PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

=====

SOUTHWEST
 1760 WABAS-I AVE
 SPRINGFIELD, IL 62704-9997
 167419-0508
 (800)275-8777
 01/22/2020 02:08 PM

=====

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (SANFORD, NC 27330) (Weight:0 Lb 0.60 Oz) (Estimated Delivery Date) (Saturday 01/25/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70191640000033779023)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940254869249243837)			\$2.80
First-Class Mail® Letter (Domestic) (SANFORD, NC 27330) (Weight:0 Lb 0.60 Oz) (Estimated Delivery Date) (Saturday 01/25/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70191640000033779030)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940254869249245806)			\$2.80
First-Class Mail® Letter (Domestic) (SANFORD, NC 27330) (Weight:0 Lb 0.60 Oz) (Estimated Delivery Date) (Saturday 01/25/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70191640000033779047)			\$3.50
Return Receipt (USPS Return Receipt #) (9590940254869249245813)			\$2.80
Total:			\$20.55
Debit Card Remit'd (Card Name:VISA) (Account #:XXXXXXXXXX9095) (Approval #) (Transaction #:565)			\$20.55





Re: Per section 5.33.6.2

Tenant

Verizon

Tower POC

Engr II-RE/Regulatory, NET-Implementation

For the Carolinas and Tennessee

704-510-8605 (Office)

8921 Research Drive

Charlotte NC 28262

Tower owner

Dave Herring

SCI Towers, LLC

P.O. Box 664

Hopkinton, MA 01748

RE: Site name Sanford

Phone # - (888) 549-3889



RE: Collocations on SCI Tower LLC, per Sanford /Lee County

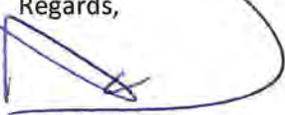
To whom it may concern

Please take this letter as SCI Towers intent to follow the Sandford /Lee County, Telecommunication Facilities, Code of Ordinances.

The proposed tower will accommodate 4 additional carriers on the telecommunications facility of comparable weight and size and surface area to the telecommunication's facilities installed by Verizon on the tower within six months of the completion of tower construction.

Additional companies interested in sharing shall be required to enter into an agreement with SCI Towers LLC a Delaware limited liability company and be required to follow its standard collocation procedure.

Regards,


Michael Doran

Representing SCI Towers

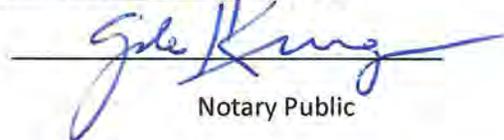
STATE OF ILLINOIS)

)

COUNTY OF SANGAMON)

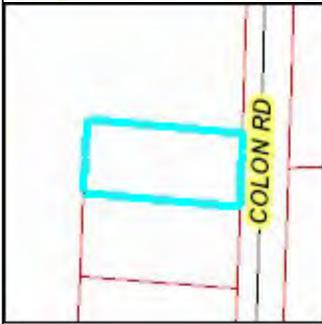
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Michael Doran, known to me to be the same person(s) whose name(s) (is) (are) subscribed above, appeared before me this day in person and (severally) acknowledged that he signed this document as his free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 22nd day of January, 2020.

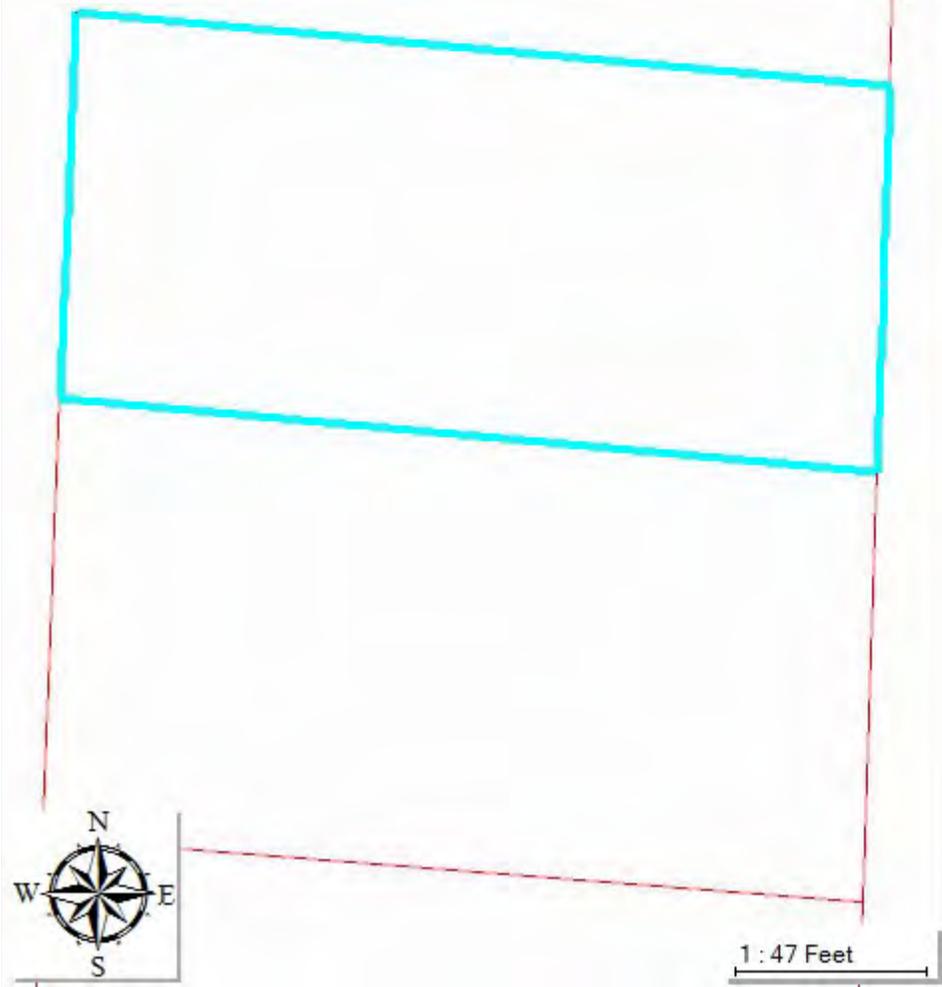

Notary Public



My commission expires 5/25/2021

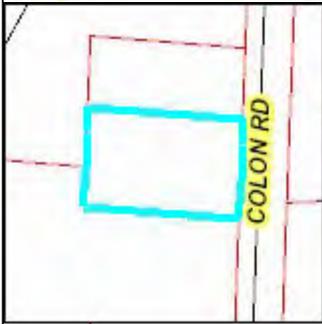


- Parcels
- Streets
- Railroad
- Lee County
- Sanford City Limits
- Broadway Town Limits

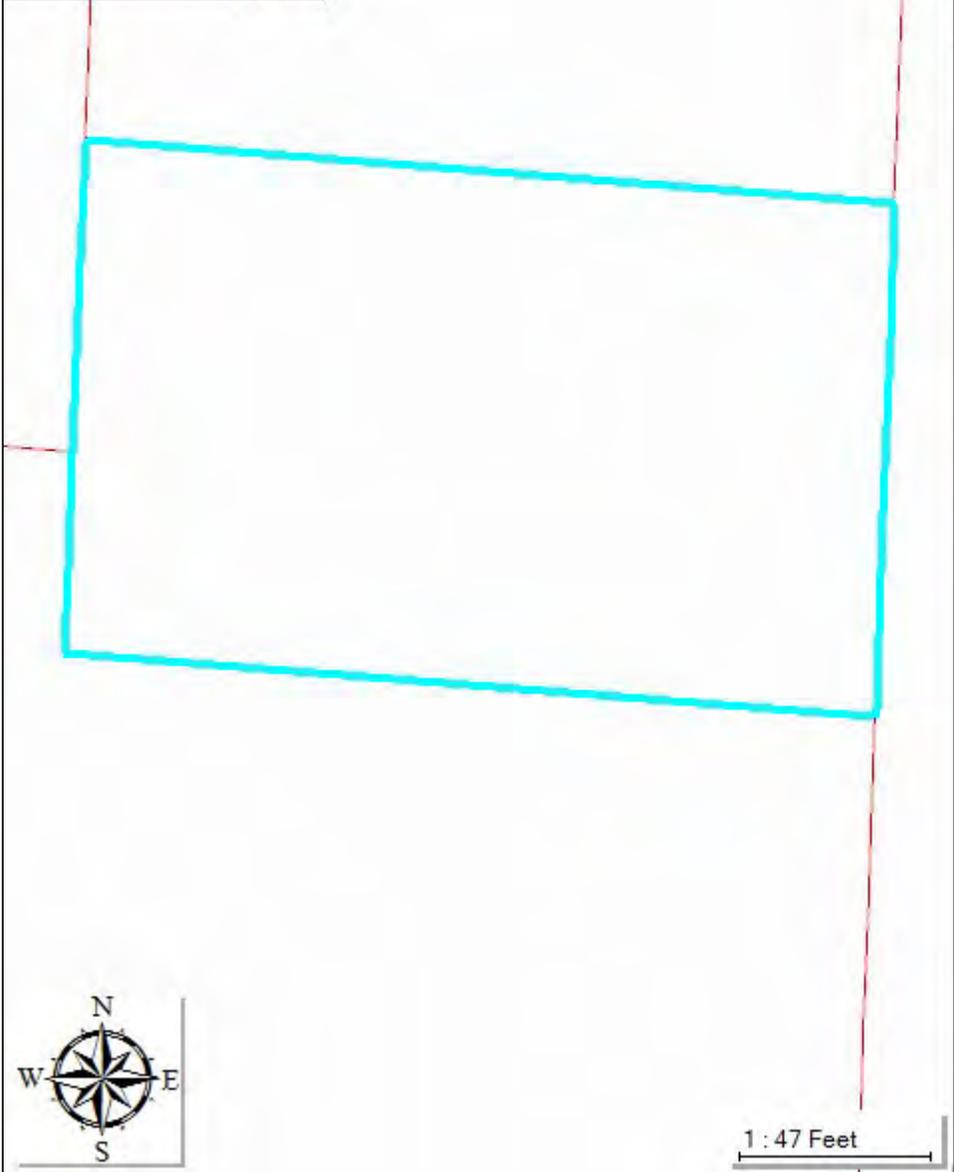


<u>PIN</u> 9654-02-9819-00	<u>Acres</u> 0.42985607	<u>Parcel Address</u> 1331 COLON RD
<u>PARID</u> 965402981900	<u>Appraised Land</u> 17200	<u>Appraised Building</u> 60800
<u>Book</u> 054	<u>Page</u> 402	<u>Tax District</u> FNV
<u>Subdivision</u>	<u>Legal 1</u> LOT 28	<u>Legal 2</u> PC 2/639
<u>Legal 3</u>	<u>Owner</u> GUNTER, JAKE	<u>Owner2</u> GUNTER, ALBERTA
<u>Mail Address</u> 1331	<u>Mail Suffix</u>	<u>Mail Street Dir</u>
<u>Mail Street</u> COLON	<u>MailADRSUF</u> RD	<u>Mail City</u> SANFORD
<u>Mail State</u> NC	<u>Mail Zip</u> 27330	<u>Out BLDG Description</u> ONE SIDE OPEN MTL POLE BLDG
<u>Out BLDG YRBLT</u> 1940	<u>Sale Date</u>	<u>Dwelling Style</u> R
<u>Dwelling DESCR</u> RANCH	<u>Dwelling YRBLT</u> 1940	<u>Shape Length</u> 586.818178312686
<u>Appraised Total</u> 78000	<u>Out BLDG Area</u> 60	<u>Dwelling SFLA</u> 1368
<u>OBJECTID 1</u> 2250	<u>TaxCard</u> http://taxaccess.leecountync.gov/PT/Datalets/Datalet.aspx?mode=&UseSearch=no&pin=965402981900&jur=000&taxyr=2019	

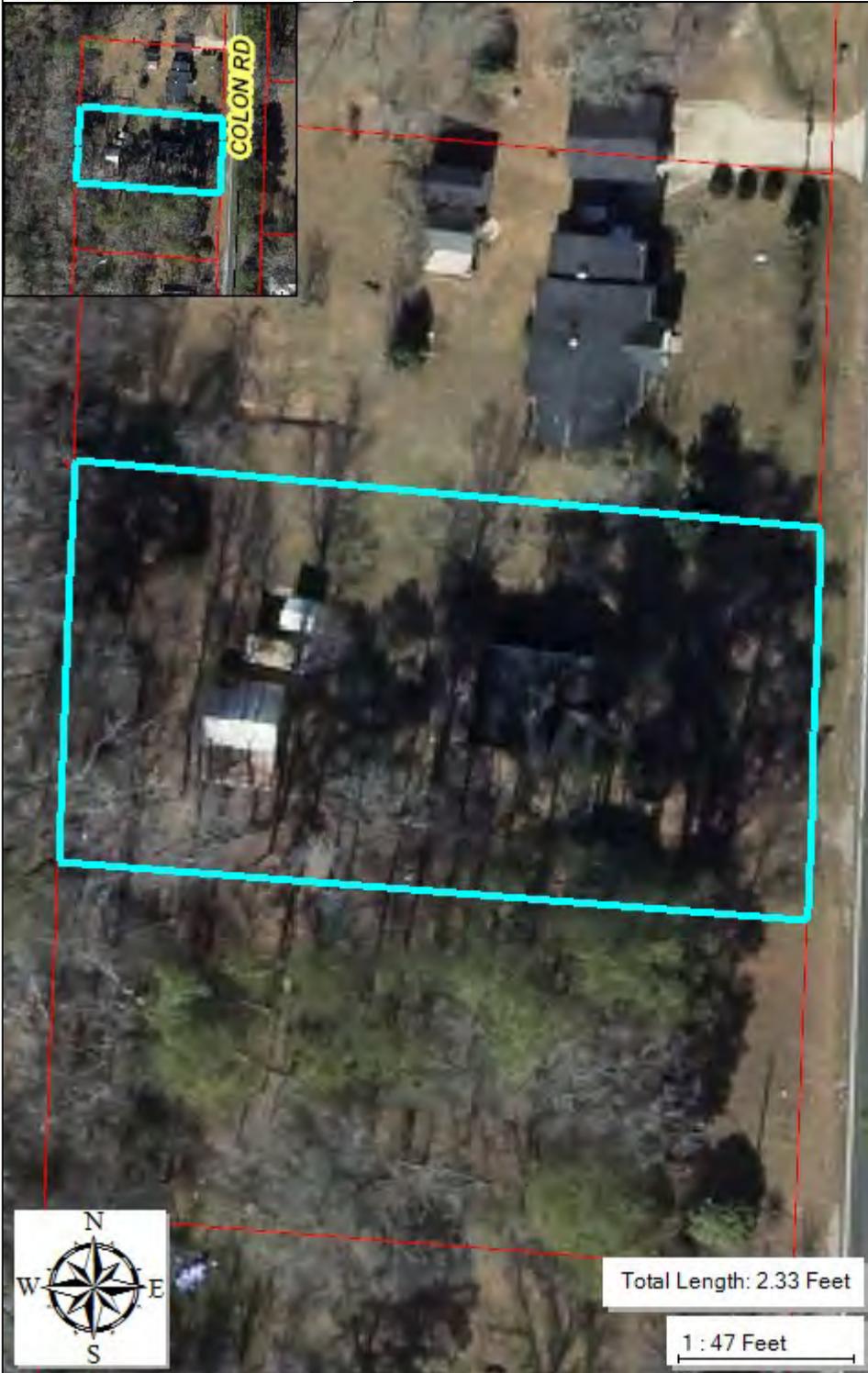
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- Parcels 
- Streets 
- Railroad 
- Lee County 
- Sanford City Limits 
- Broadway Town Limits 







- Parcels 
- Streets 
- Railroad 
- Lee County 
- Sanford City Limits 
- Broadway Town Limits 

Total Length: 2.33 Feet

1 : 47 Feet

<u>PIN</u> 9654-02-9719-00	<u>Acres</u> 0.48643644	<u>Parcel Address</u> 1327 COLON RD
<u>PARID</u> 965402971900	<u>Appraised Land</u> 18400	<u>Appraised Building</u> 25200
<u>Book</u> 323	<u>Page</u> 954	<u>Tax District</u> FNV
<u>Subdivision</u>	<u>Legal 1</u> LOT 32	<u>Legal 2</u> PC 2/639
<u>Legal 3</u>	<u>Owner</u> GUNTER, JAKE	<u>Owner2</u> GUNTER, ALBERTA
<u>Mail Address</u> 1331	<u>Mail Suffix</u>	<u>Mail Street Dir</u>
<u>Mail Street</u> COLON	<u>MailADRSUF</u> RD	<u>Mail City</u> SANFORD
<u>Mail State</u> NC	<u>Mail Zip</u> 27330	<u>Out BLDG Description</u> FLAT BARN
<u>Out BLDG YRBLT</u> 1948	<u>Sale Date</u>	<u>Dwelling Style</u> C
<u>Dwelling DESCR</u> CONVENTIONAL	<u>Dwelling YRBLT</u> 1948	<u>Shape Length</u> 612.198993566707
<u>Appraised Total</u> 43600	<u>Out BLDG Area</u> 150	<u>Dwelling SFLA</u> 696
<u>OBJECTID 1</u> 2251	<u>TaxCard</u> http://taxaccess.leecountync.gov/PT/Datalets/Datalet.aspx?mode=&UseSearch=no&pin=965402971900&jur=000&taxyr=2019	

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<u>PIN</u> 9654-03-6493-00	<u>Acres</u> 3.04470902	<u>Parcel Address</u> 50 CRAFT LN
<u>PARID</u> 965403649300	<u>Appraised Land</u> 91200	<u>Appraised Building</u> 15700
<u>Book</u> 1516	<u>Page</u> 756	<u>Tax District</u> FNV
<u>Subdivision</u> ROSSER	<u>Legal 1</u> LOT 4, 5, 6, 7, 8, 9, 10, 44, 45 *11	<u>Legal 2</u> PC 2/639
<u>Legal 3</u> 970/05 (D/ESMT)	<u>Owner</u> THOMAS, JOHN BRADFORD	<u>Owner2</u> THOMAS, GINGER GUNTER
<u>Mail Address</u> 1328	<u>Mail Suffix</u>	<u>Mail Street Dir</u>
<u>Mail Street</u> COLON	<u>MailADRSUF</u> RD	<u>Mail City</u> SANFORD
<u>Mail State</u> NC	<u>Mail Zip</u> 27330	<u>Out BLDG Description</u> M.H. PARK SPACES-FAIR
<u>Out BLDG YRBLT</u> 1973	<u>Sale Date</u> 9/23/1997 12:00:00 AM	<u>Dwelling Style</u>
<u>Dwelling DESCR</u>	<u>Dwelling YRBLT</u> 0	<u>Shape Length</u> 1684.45671667484
<u>Appraised Total</u> 106900	<u>Out BLDG Area</u> 1	<u>Dwelling SFLA</u> 0
<u>OBJECTID 1</u> 1982	<u>TaxCard</u> http://taxaccess.leecountync.gov/PT/Datalets/Datalet.aspx?mode=&UseSearch=no&pin=965403649300&jur=000&taxyr=2019	

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<u>PIN</u> 9654-03-9249-00	<u>Acres</u> 0.56879308	<u>Parcel Address</u> 1343 COLON RD
<u>PARID</u> 965403924900	<u>Appraised Land</u> 20000	<u>Appraised Building</u> 2100
<u>Book</u> 1116	<u>Page</u> 503	<u>Tax District</u> FNV
<u>Subdivision</u>	<u>Legal 1</u> LOT 12* 13 14 15 16	<u>Legal 2</u> MB 67/6
<u>Legal 3</u>	<u>Owner</u> SANTANA, PASCUAL MILIAN	<u>Owner2</u> SANTANA, BULMARA POPOCA
<u>Mail Address</u> 2105	<u>Mail Suffix</u>	<u>Mail Street Dir</u>
<u>Mail Street</u> ORIOLE	<u>MailADRSUF</u> CIR	<u>Mail City</u> SANFORD
<u>Mail State</u> NC	<u>Mail Zip</u> 27330	<u>Out BLDG Description</u> UTILITY SHED MTL NO FOUNDATION
<u>Out BLDG YRBLT</u> 1940	<u>Sale Date</u> 2/25/1988 12:00:00 AM	<u>Dwelling Style</u> C
<u>Dwelling DESCR</u> CONVENTIONAL	<u>Dwelling YRBLT</u> 1940	<u>Shape Length</u> 646.182007322386
<u>Appraised Total</u> 22100	<u>Out BLDG Area</u> 120	<u>Dwelling SFLA</u> 1012
<u>OBJECTID 1</u> 1868	<u>TaxCard</u> http://taxaccess.leecountync.gov/PT/Datalets/Datalet.aspx?mode=&UseSearch=no&pin=965403924900&jur=000&taxyr=2019	

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