

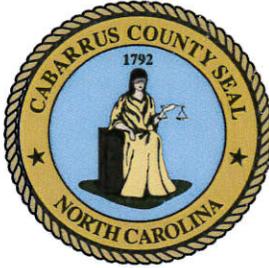


Cabarrus County Government

Cabarrus County Planning and Zoning Commission Meeting
November 12, 2013
7:00 P.M.
Board of Commissioners Meeting Room
Cabarrus County Governmental Center

Agenda

1. Roll Call
2. Oath of Office to Reappointed Board Member - Eugene Divine
3. Approval September 2013 Minutes
4. Approval of Findings of Fact for Petition CUSE2013-00003, Conditional Use Permit – Florida Tower Partners- Request for Conditional Use Permit for a new Wireless Telecommunications Tower located at 5281 Flowes Store Road (PIN#5538-83-3456).
5. New Business – Planning Board of Adjustment Function:
 - A. Petition CUSE2013-00004 – Applicant - SBA Communications Inc. - Request for Conditional Use Permit for Wireless Telecommunications Tower located at 11234 Harris Road (PIN#: 4670-46-0288)
6. New Business – Planning Board Function:
 - A. Cabarrus County Zoning Ordinance - Proposed Text Changes – Chapters 6
7. Directors Report
Chris Pinto – Reporting on Model Solar Energy Ordinance
8. Legal Update



Cabarrus County Government - Planning and Development

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Mr. Larry Ensley, Chair, called the meeting to order at 7:05 p.m. Members present were Ms. Mary Blakeney, Mr. Andrew Deal, Mr. Eugene Divine, Ms. Shannon Frye, Mr. Chris Pinto, Mr. Richard Price, Mr. Jonathan Rett and Mr. Aaron Ritchie. Attending from the Planning and Zoning Division were, Ms. Susie Morris, Planning and Zoning Manager, Ms. Colleen Nelson, Sr. Planner, Ms. Arlena Roberts, Clerk to the Board and Mr. Richard Koch, County Attorney.

The Oath of Office was administered to reappointed member Mr. Eugene Divine.

Roll Call

Approval of September 10, 2013, Planning and Zoning Commission Minutes.

The Chair stated that there is a correction on Page 5 of the minutes. There should be eight conditions of approval, one was omitted. The following condition should be included:
#5 - Applicant shall provide copies of all required state, local, and federal permits for the permanent project file prior to zoning permitting.

Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Ms. Mary Blakeney to **APPROVE** the September 10, 2013, minutes with the correction. The vote was unanimous.

Approval of Findings of Fact for Petition CUSE2013-00003– Conditional Use Permit – Florida Towers Partners – Request for Conditional Use Permit for a new Wireless Telecommunications Tower located at 5281 Flowes Store Road (PIN#5538-83-3456).

Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Ms. Mary Blakeney to **APPROVE** the Findings of Fact for CUSE2013-00003 - Conditional Use Permit for a new Wireless Telecommunications Tower located at 5281 Flowes Store Road. The vote was unanimous.

The Chair said because our Counsel is not here yet, we are going to rearrange the Agenda and go to the proposed text changes.

New Business – Planning Board Function:

Cabarrus County Zoning Ordinance – Proposed Text changes to Chapter 6.

Ms. Susie Morris, Planning Manager, addressed the Board stating these are proposed changes to Chapter 6 of our Zoning Ordinance. This particular chapter deals with

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exceptions and modifications that can be made from different standards in the Ordinance; if you meet certain criteria. It also sets up where a lot of our enforcement action comes from; the section that talks about how zoning affects every structure and use.

A lot of times, when a zoning violation is issued, Section 6.2 is what the violation is posted as, because people do not receive their permits. It says that it has to be used in compliance with the Ordinance.

Section 6-3 is a clarification. Open space means a lot of different things to a lot of people, especially now that we have changed the Ordinance to have open space type subdivisions. This is to clarify that the buffer areas cannot be counted twice. If you are using a buffer area for a parking lot, it cannot be counted as a street yard for the building too.

Ms. Morris said on Page 2, if the Board remembers, we do not allow duplexes anymore as residential. They are only allowed as commercial, so duplexes are removed from the Ordinance.

Section 6-7. It also talks about the site triangles, we actually enforce NCDOT's site triangle. The County had a 35 x 35 site triangle, but somewhere along the line that was dropped. So, we will clarify that the site triangle is 10 x 70 when we get to the landscaping section and some of the other sections.

Section 6-10, is to coordinate with the building code. This will now be consistent with what is required for a pool; a minimum of 4 feet for the fence and a self-closing and positive self-latching gate.

Section 6-11, clarifies that the junk cars do not apply in Agriculture/Open Space.

Section 6-13, clarifies General Commercial and Limited Commercial Zoning Districts. It also talks about when a waiver would be allowed and that is when it is not reasonable due to the site topography.

Section 6-14, Exceptions and modifications – we use this section a lot. On several occasions there have not been any structures within the 100 feet; so we have had to interpret and go further out to find that common boundary. Staff felt that using 500 feet instead of 100 feet, especially with the size of the lots in the county, hopefully, that would get us to where there is at least one dwelling unit on each side of the proposed unit to where those adjustments can be made; and again, no less than 25 feet from the street.

Clarification - Height Limitation, General – height to be increased by one foot as long as you increase the setback on each side.

Clarification on Encroachment.

Ms. Morris said we are looking at removing the drawing because it does not depict what is above it. She said it may go to the Board of Commissioners without the drawing. Unless we can modify it to make sure that it actually represents what it should.

Clarification of Easement Encroachment.

Section 6-16, Setbacks for Lots with Multiple Street Frontages. This is something new but is something that has been an interpretation that we have worked from. This is to codify it.

Ms. Morris said if a lot is undeveloped, we allow the developer or the homeowner to decide which side is going to be the front. But the front has to actually face whatever they determine is the front and that is where it is addressed from.

If we had an existing lot, we would use the yard with the shortest amount of street frontage or the shortest side. The other ones become side setbacks. We have been doing that in practice but it has not been in the Ordinance.

The Chair asked if the visibility to intersection standards going to be the same as the NCDOT requirements.

Ms. Morris said NCDOT typically enforces a 10 x 70 site triangle. This section talks about the visibility at the intersection and it says that you have to have the site preservation triangle. The site preservation triangle is defined in a different chapter.

A lot of this is trying to get it so that what it says in Chapter 3, or references in Chapter 5 or Chapter 7, that it is actually referencing the same information.

Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Mr. Larry Ensley to recommend Approval of the Proposed Text changes to Chapter 6 to the Board of Commissioners.

New Business –Planning Board of Adjustment:

The Chair introduced Petition CUSE2013-00004 – Applicant- SBA Communications, Inc. Request for a Conditional Use Permit for a Wireless Telecommunications Tower located at 11234 Harris Road (part of PIN#4670-46-0288).

The Chair swore in Ms. Susie Morris, Ms. Colleen Nelson, Ms. Belinda Bodie and Mr. Mesut Dogan.

Ms. Colleen Nelson, Senior Planner, addressed the board presenting Petition CUSE2013 - 00004, Conditional Use Permit for a telecommunications tower located at 11234 Harris Road. The applicant is SBA, Communications, Inc.

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She said Belinda Bodie from Neel-Schaffer, Inc. is the agent and is available for specific questions as well as the applicant. The property owners are also here but do not have any comments at this time.

Ms. Nelson said the petition is for a 195 foot monopole style wireless communications tower to be located on a 10,000 square foot portion of a leased property at 11234 Harris Road. The entire property is comprised of +/- 10 acres located in Mecklenburg County and also 9.33 acres in Cabarrus County.

The owners of the property are Steve and Myra Billings. Their home is located to the south of the proposed site. The parcel #4670-46-0288 is dual zoned. It is Low Density Residential (LDR) in the back portion of the property where the tower is proposed. The front portion of the property is zoned Office Institutional Special Use (OI-SU). It is in the tax deferred program for agriculture and forestry and the property is currently vacant and wooded.

The project is proposed on the section of the property north of NOMAD Aquatics and Fitness Center and it is situated between Skybrook in Cabarrus County and a continuation of the Skybrook project in Mecklenburg County. The northern portion of the property also includes a Duke Power easement.

Zoning to the North and East is Low Density Residential (LDR); to the south is Office Institutional (OI) and Office Institutional Special Use (OI-SU). The western border of the property is along the Mecklenburg County Line and over the line is the Town of Huntersville Zoning District – Rural.

Agency Review and Comments:

The current plan shows approximately 15,967 square feet of disturbed area. This is less than one acre, so storm water and erosion control permits are not required.

NCDOT has asked that the driveway permit be amended to include the extension of the driveway.

Utility review by the City of Concord concluded that the proposed cell tower will not require city utilities at this time. If, however, utilities are needed in the future the City request a re-review of the site based on the applicable annexation agreement.

Review by the Town of Huntersville was conducted due to the location of the property along the Cabarrus/Mecklenburg County line. The Town of Huntersville responded with a letter of objection to the cell tower with a recommendation of utilizing the Power Line Tower as a suitable structure of collocation.

Review by the City of Concord determined that the subject property is located in the area designated as Village Center in the City of Concord 2015 Land Use Plan. This designation does not preclude the development of a cell tower at this location. The

location is not within the airport height restriction zone but the location is approximately 17,250 feet from the runway. Since this is within 20,000 feet of the runway and exceeds the 1:1 surface, they will be required to file a Form 7460-1 per FAA Part 77.9.

The applicant has submitted all documentation required by Chapter 8 of the Cabarrus County Zoning Ordinance.

The project is located within the Western Area Plan. This area plan was co-adopted by the City of Concord and Cabarrus County and has the subject property as Medium Density Residential (MDR). The Western Area Plan states that the density includes between one and four dwelling units per acre.

Should the Board of Adjustment grant approval of the conditional use permit, staff request the following conditions become part of the approval and case record:

1. Site plan review and approval required subsequent to Board of Adjustment approval to ensure compliance with applicable development requirements and conditions.
2. Granting Order, stating restrictions and applicable conditions of approval shall be recorded with the deed for the property.
3. Applicant shall procure any and all applicable federal, state, and local permits prior to zoning permitting.
4. Expansion of project, as well as modifications or changes to approved site plan, must receive Board of Adjustment approval in the form of an amendment to the Conditional Use Permit.
5. Applicant shall provide copies of all required state, local, and federal permits for the permanent project file prior to zoning permitting.
6. An extension to the driveway permit will be required.
7. Applicant must provide an engineer sealed letter stating that the project meets FCC regulations.
8. Applicant is proposing that existing landscape be used to meet buffer requirements. In the event the buffer does not meet intent of ordinance or quality for waiver, applicant agrees to install buffer as required by ordinance.
9. Applicant must file a Form 7460-1 per FAA Part 77.9 due to proximity to Concord Regional Airport.

Ms. Belinda Bodie, 1022 Highland Colony Parkway, Ridgeland, MS, addressed the Board. She is with Neel-Schaffer, Inc. who handles zoning for SBA Communications.

We are proposing a 190 foot monopole wireless telecommunication facility with AT&T being the anchor tenant. A couple of questions have come up; one being the letter from Huntersville, as to why we are not utilizing the transmission line behind us. One reason being that the actual power poles themselves are only about 100 feet. She said AT&T could not use that to provide their objective to meet the coverage. She will defer to Mr. Dogan to answer more technical question on that.

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Another question is how this falls in relation, to one of our existing sites to the north on Poplar Tent. What we are trying to do is fill in a weak area that AT & T has here. Basically, we are a sufficient distance; we are not too close, but we are far enough away where we can provide what you call seamless coverage. When you are using your phone or your tablet or anything like that you will not get that dropped call or get disconnected from your internet provider or whatever.

Ms. Bodie said we have read the conditions and are in agreement with them as well.

The Chair asked if the Poplar Tent site was at capacity.

Ms. Bodie said this site is a coverage site not a capacity site.

Mr. Richard Price would like further clarification on Huntersville's objection to using the power line site and why that is not feasible. The letter from the Town of Huntersville, request that you place the antennas on the power line. He asked if the only reason the power lines were not being used was because they were not quite tall enough. He asked if there is another reason that it is not feasible.

Ms. Bodie presented handouts. She said the handouts will give the Board a visual of the existing coverage and what it would be if they were able to use the power line and what it would be if their request is approved.

Mr. Mesut Dogan, 915 Matthews Common Drive, Matthews, NC, addressed Board. He is the engineer and has identified where they have the weakest coverage. The location is in the center of the map and they have identified this location as the weakest. On the right and the left side of the map you will see the red color that is the center of the weakness and is why they chose that location. When they do the research we do not know actually what we have in the field. Because, they only look at their poles and we find and give them points. If we get any place within certain height limit, 140, 180, 190 or 240, within .3 miles of radius search string, any place can meet with our criteria or objective of AT&T.

If there is a collocation, they order new data and make a new course. If there is none they try to find the high rise holding to be used. If there is none they try to get the ground the build new towers. It all depends on what we have at this moment in the area. When we make plans we are not looking at where we can put the site. We make the calculations and then choose the place.

Ms. Bodie said when they are giving the rings to a company or another vendor, the first thing we do in the field is to look for any opportunity to collocate. Our first objective is to collocate, because number one, usually you can get them up quicker, and when you can utilize an existing structure that is always preferred.

Unfortunately, in this one with the power lines and number one, the height. She said if you look at the second page of the handout, the green area is much smaller, if it were to structurally accommodate us.

If the Board were to approve the site as they have proposed it, you can see how the green areas expanded and that way what we are trying to do is minimize the number of sites that we need to bring before you to provide the coverage and the capacity for the residents here in the County as they utilized their devices.

Mr. Dogan said that is a really really important point. You may not like the location, when you see we can shift it one mile left or right we will come to you with another two sites since we are getting gaps. Where we can build the minimum it is good for us and it's good for the environment as well.

Ms. Bodie said and to make sure that it connects to their existing network.

Ms. Shannon Frye said looking at the aerial that shows the existing power line tower and looking at the proposed site. Then she looks at the survey that shows that there is an existing 200 foot wide Duke Power right-of-way utility easement and she hears them describing that you cannot collocate on the pole. But, reading Huntersville's letter, she would ask if there is consideration that even if you are not going to share the pole, that you would be able to collocate within that right-of-way that Duke Power has set aside such that you are not impacting this site, but that you are sharing the collocation and the existing right-of-way that has been set aside for utility purposes.

Ms. Bodie said the problem with that is, obviously, they have their poles there but they also have their transmission lines running and we cannot go between those lines.

Ms. Frye said it was not clear to her that there were overhead transmission lines.

Ms. Bodie said yes there are. We submitted a copy of our plans to Duke Power for them to review as well. To make sure they that we would not have any impact on their lines. Duke Power submitted an email, which was provided to staff, which states that they are okay with the location and that we are not impeding any of their plans for that area.

There being no further discussion, Mr. Richard Price, **MOTIONED, SECONDED** by Mr. Aaron Ritchie, to **Approve** Petition CUSE2013-00004 – Conditional Use Permit for Wireless Telecommunications Tower with the 9 conditions recommended by staff.

The vote was unanimous.

It was the consensus of the Board to have Mr. Koch prepare the Findings of Fact (see attached).

Ms. Bodie wanted to let everyone know what wonderful staff you have. Anytime she called or had questions, staff was so responsive and really worked with them. We hope

that they feel the same way about us. If you have any questions, please feel free to give us a call. She just wanted the Board to know what a great staff you have here.

The Chair thanked Ms. Bodie for the kind words and he said we do appreciate our staff and we know we have the best in this area.

Director Report

Ms. Morris said there was a Model Solar Ordinance traveling road show. She was not able to attend so Mr. Chris Pinto attended in her absence and will be filling us in. We may be seeing this and we are not sure what form it will take; whether it will make it to the Legislature or not. Mr. Pinto will give an update on what they talked about and some of the issues that came up at that meeting.

Mr. Chris Pinto addressed the Board stating that the meeting was held on October 18, 2013, at Harris Center at CPCC in Charlotte. He said it is a travelling road show and has been going on for a half a year or more and is put on by the NCSEA (North Carolina Sustainability Energy Association) and NC State.

He said there was a developer on the panel, a lawyer from Parker Poe, a Zoning person from Catawba County where they have major solar panels to serve Google and Apple. There was also a gentleman from North Carolina Department of Revenue. They were asking questions going back and forth.

The major gist of what he got out of it was that the solar community wants particular regulations put in place to make it easier for them to develop solar farms. They call Commercial Solar Farms anything from 10 kilowatts to 500 kilowatts. They are starting to move more from the East because Progress Energy paid a good penny down East and when Progress and Duke merged, Duke is now paying a little more. Now, more of these things are coming this way. It is not finalized yet, when it becomes finalized, he will print it out and bring to the Board. They do not want conditional use permits, where everything has to go with a conditional use permit; they will run from that.

He said the Town of Huntersville, Graham County and Cleveland County all have a Solar Power Ordinance. There is more development of solar in those counties because of it; because they know what they will be running into.

The Chair said if they did not want Conditional use permits, what do they want?

Mr. Pinto said they want particular rules and regulations. Just like in building standards, they say this is what they want. The disagreements that people had with solar were the site lines; having seven to ten acres of glass. The solar developers do not want trees because they block their line from the south or wherever it is laid out. If you lay it out on a hill and you are used to riding down a country road and you look to your right, there is a little different effect looking at six acres; which is really a 40 story building around.

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Another question is whether or not the farm is Agricultural. They are getting around that by sheep herders grazing on the weeds and the grass that are underneath the solar panels in the fenced in areas. So they do not have to chemically treat it.

The other thing they were talking about was pervious and impervious. Once it hits the panel it comes off, goes on the grass, where does it go? How do you calculate what is and what isn't? These developers will come in and lease the land from someone and if the land leases and it is written incorrectly, they could just leave. Who takes it apart and who gets rid of it after 20 years after the useful life is over? That was something that a lady from Catawba County asked.

Mr. Pinto said the meeting was interesting. He said the Solar Farms are coming this way. It came up about four or five months ago here. Remember, it was going to be presented here that there was going to be a farm on NC49 by Mt. Pleasant. He said it is coming and they are going to be asking. When the template comes out, he will bring it back to the Board to take a look at it and see what they think. But we have to develop it.

Ms. Frye asked what happens after 20 years, does it no longer work?

Mr. Pinto has a 5 kW system in his back yard and depending on what kind of panels you buy; the life cycle can be up to 30 years. You will have a drop off in power. If you have a 5 kW system it will produce 4.5 to start for the first 10; but it will fall off. But, the thing about a solar farm is it is completely recyclable. You can go in and take everything out; it is all aluminum, glass, copper and steel. When they leave, someone has to take it down and that has to be written into it or codified. He said developers post bonds and they are posted up front and they are held to it. They still try to say that it is a power plant, but it is still a farm by putting sheep under it. They all have to be fenced by state code.

He said the Town of Huntersville has height limitations on them. You do not want them 50 feet in the air and things like that.

Mr. Aaron Ritchie said a bona fide farm in Cabarrus County is 10 acres. He asked if they were looking for something that big.

Mr. Pinto said yes. You figure 1 megawatt is six acres and these guys are putting in three to five megawatt plants. So they are look at 30 or 40 acres of land.

Mr. Rett had something come across his desk the other day, where developers are putting together available land for these farms. We are going in and doing some preliminary stuff for them. He does not doubt that they are coming. He said there a nine projected properties in Burke County, 30, 40, 80 acres that they were doing preliminary studies just to see how much they can get out it.

Mr. Pinto said if you get elevation facing the right way you can go right up the hill. It is something to look at.

Ms. Morris said everything that came up in the meeting, are all things that have been coming up with these. The school of government staff is involved in helping to facilitate and to moderate those sessions. Hopefully, in the end, they will provide us with some type of model ordinance. Right now we consider these as a utility. But when the first set of plans came in, we had questions for the State and the State could not really answer the questions related to stormwater. They said if there is a one inch gap, then we consider it as pervious, but if it is tilted and now you have water running off and hitting the ground now, there wasn't that velocity before; how does that work if they rotate.

She said there are a lot of issues out there that need to be worked on and hopefully this will at least provide us with some guidance. We may not adopt everything in it or may adopt it separate, the way we did the Trail Design Standards or the Appendix B. Hopefully; it will be good information whenever it does come out.

Legal Updates

Mr. Koch said we are in the process of determining if we can try to settle some of Adequate Public Facilities Ordinance (AFPO) refund cases. He will probably have more to report on that in December. We are looking at that as an option, that and litigating them. But nothing has been determined yet.

Mr. Koch said in the Ritchie Road matter, he had a meeting with a number of the property owners out there on October 17, 2013, to try to answer questions about what they need to do to get into compliance with the exception that was granted by this Board. He thinks we are making progress; it is really hard to say. A lot of the issues that those folks have out there don't really relate to this road and to dealing with it. If we can get to where we are dealing with the issue that is the essence of the case we might be able to get it resolved. He has advised them as to what they need to do to get into compliance in a specific way; they are working on it.

Mr. Ritchie asked about the case on Rocky River Road.

Mr. Koch said we are reviewing where we stand in that case on how we can resolve it. It is kind of an open issue. There is a question about whether the gentleman is in compliance at this point. We are trying to answer that question and that is why he cannot give a definitive answer on where it is going.

Ms. Morris said it is a legal issue because there was a decision that came down from the appellant court that may impact this particular case.

Mr. Koch said we will give a more definitive report next month.

There being no further discussion Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Ms. Mary Blakeney to **ADJOURN** the meeting. The vote was unanimous. The meeting ended at 7:45 p.m.

**Conditional Use Permit Application
SBA Communications, Inc.
CUSE 2013-00004**

FINDINGS OF FACT

1. The use as proposed is not detrimental to the public health, safety or general welfare.

The uncontroverted evidence shows a need for enhanced cellular telephone service in this area, due to low signal strength. This is of use to the residents of the area, travelers along Harris Road and the surrounding residential streets and to first responders to emergencies.

2. The use as proposed is appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal, etc.

All such facilities, most of which are not required for this unmanned cell tower, are located nearby.

3. The use as proposed will not violate neighborhood character nor adversely affect surrounding land uses.

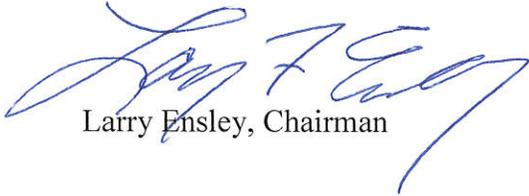
The proposed location for the cell tower is located on a large tract approximately 800 feet from Harris Road, separated from adjacent residential development by a 200 foot wide Duke Energy easement with high voltage wires and towers and a pond, reducing any physical obtrusiveness to surrounding landowners. The tower will not have lights.

4. The use as proposed will comply with the general plans for the physical development of the County as embodied in the Zoning Ordinance or in the area development plans that have been adopted.

The use as proposed will serve part of the northwest area of the County where the County contemplates growth and is consistent with the County's plans for development in that area.

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APPROVED BY:



Larry Ensley, Chairman

SUBMITTED BY:



Arlena B. Roberts

ATTEST BY:



Susie Morris
Planning and Zoning Manager

Conditional Use Permit Application
SBA Communications, Inc.
CUSE 2013-00004

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EXHIBIT 2
CONDITIONS
APPLICATION CUSE2013-00004

1. Site plan review and approval required subsequent to Board of Adjustment approval to ensure compliance with applicable development requirements and conditions.
2. Granting Order, stating restrictions and applicable conditions of approval, shall be recorded with the deed for the property.
3. Applicant shall procure any and all applicable federal, state, and local permits prior to zoning permitting.
4. Expansion of project, as well as modifications or changes to approved site plan, must receive Board of Adjustment approval in the form of an amendment to the Conditional Use Permit.
5. Applicant shall provide copies of all required state, local, and federal permits for the permanent project file prior to zoning permitting.
6. A driveway permit will be required.
7. Applicant must provide an engineer sealed letter stating that the project meets FCC regulations.
8. Applicant is proposing that existing landscape be used to meet buffer requirements. In the event the buffer does not meet intent of ordinance or quality for waiver, applicant agrees to install buffer as required by ordinance.
9. Applicant must file a Form 7460-1 per FAA Part 77.9 due to proximity to Concord Regional Airport.

Memo

To: Planning and Zoning Commission
From: Susie Morris, AICP, CZO, Planning and Zoning Manager
CC: File
Date: 11/5/2013
Re: Proposed Text Amendments to Zoning Ordinance

- Please look over proposed text changes to Chapter 6.
- Additions to these documents are in red text. Deletions are in strikethrough text.
- If there are any items that you have questions or concerns about, please note those items so that we can discuss the items at the meeting on Tuesday, November 12th.
- Please be prepared to make a formal recommendation on these items to the Board of Commissioners.

Section 6-1 Introduction

While land use situations vary widely, there are a number of **general** regulations of **general applicability** that typically apply across the board. ~~They~~ **These general regulations** appear within this Chapter as well as **regulations for situations when** exceptions ~~which~~ may be made to them.

Section 6-2 Zoning affects every structure and use.

Zoning affects every structure and land use throughout Cabarrus County. Accordingly, no structure shall be erected, reconstructed, moved or structurally altered, nor shall any structure or land be used except in compliance with both the general and **any other** the applicable ~~district~~ regulations of this Ordinance. Unless specific provisions state otherwise, no structure or use shall:

1. exceed its height or bulk limitation,
2. accommodate or house a greater number of families,
3. occupy a greater percentage of lot area, or
4. have narrower or smaller rear, side or front yards or other open space.

Section 6-3 ~~Open space~~ **Buffer area shall not to be encroached upon or mutually claimed**

~~Open space~~ **Buffer areas** required for one structure shall not be encroached upon by another nor shall it be claimed by a second structure as fulfilling its ~~open space~~ **buffer** requirement.

Section 6-4 One principal structure per lot

Residential: Only one principal residential building may be constructed per lot unless specific Ordinance sections provide otherwise.

Commercial/Industrial: Not applicable.

NOTE: Bona fide farms are exempt if all structures are agriculturally related.

Section 6-5 Impact of differing uses within the same building on yard requirements

When two or more uses occur simultaneously within the same structure, the required yard dimensions are the maximum required by the district within which the structure is located.

Section 6-6 Resolution of measurements which result in fractions

When a requirement of this Ordinance results in a fraction, the following rules apply:

1. Fractions of one-half and more are counted as a whole.
2. Fractions less than one-half are disregarded.
3. The above two rules are also applied in the computation of numbers of dwelling units per lot.

Section 6-7 Street access required

All structures must be constructed or placed on land that abuts a street that:

- 1) Is either a dedicated and publicly maintained roadway,
- 2) Has been approved through administration of the Cabarrus County's Subdivision Regulations.

Agricultural uses on a Bona Fide Farm are not subject to this requirement (see Chapter One, Section 1-4).

Additionally, the following configurations may be exempt pending determination by the Zoning Administrator:

- ~~Duplexes or Multifamily units when at least one of the group does abuts a street and access is made available to each unit via either a public right-of-way or a private vehicular or pedestrian way. See Exception #4 page 6-5.~~

Sections 6-8 Visibility at intersections

- (1) Nothing may be erected, placed, planted or allowed to grow in such a manner as to materially impede vision at intersections. The area that must be kept free is known as the sight preservation triangle. ~~as described in Chapter Eleven, Signage.~~
- (2) The above described surface area must be kept free between a height of two and one half feet (2 1/2) feet and ten (10) feet above the centerline grades of the intersecting streets.

- (3) Required sight preservation triangles shall be noted on all site plans and plats and shall be measured from the right-of-way.

Section 6-9 Height limitation on fences in residential districts

Fences and walls are subject to the following limitations:

1. Rear and side yard fences are not to exceed seven (7) feet. Recreational fences (e.g., tennis court) are exempt.
2. Front yard fences are not to exceed five (5) feet. Additionally, residential fences are subject to the provisions of the preceding section.

Section 6-10 Fencing Around Swimming Pools

Swimming pools are allowed as a matter of right as an accessory use to a residence provided that the residential swimming pool is completely isolated from adjacent properties and streets by a semi-open or a closed fence or wall of at least four (4) feet in height. Fences surrounding swimming pools shall be designed so as to minimize the possibility of unauthorized or unwary persons from entering the pool area. In the case of a semi-open (such as chainlink) fence, the open space between each section of fencing material shall be no larger than sixteen (16) square inches. The fence or wall may be constructed of wood, masonry or similar materials or by a chainlink or similar fencing with natural screening, provided that it complies with the requirements of the location of accessory buildings in the district in which it is located. This section shall also apply to day care centers having swimming pools with a depth of eighteen (18) inches or more.

Outdoor swimming pools shall be protected by a fence, a minimum of four (4) feet in height and equipped with a self-closing and positive self-latching gate provided with hardware for permanent locking. See Appendix G, North Carolina Building Code, Swimming Pools, Spas and Hot Tubs for requirements.

Section 6-11 Abandoned and Junk Vehicles

Abandoned and junked motor vehicles constitute a hazard to the health, safety, and general welfare of the citizens of Cabarrus County. Such vehicles can harbor noxious disease, provide shelter and breeding places for vermin, and present physical dangers to the safety of our children as well as the general public. Further, These vehicles also detract from the physical appearance of the community. It is Therefore, the purpose of this section is to eliminate existing junk and abandoned vehicles and to prevent future storage of these vehicles.

~~From the date of the adoption of this amendment,~~ No junked or abandoned vehicles shall be stored on any lot within any residential, commercial, or industrial zoning district ~~that can~~ **so as to** be easily seen from an adjacent property and/or a public right-of-way.

EXCEPTIONS: **Section 6-11** ~~This section~~ does not apply to any motor vehicle that is:

1. Stored in an enclosed building
2. On the premises of a business enterprise being operated in a lawful place and manner if the vehicle is necessary to the operation of the business
3. Is presently being restored to an operable stage (limited to one vehicle); ~~and/or,~~
4. Cannot be easily seen from a public right-of-way and adjacent property line

Agricultural/Open Space District: This section does not apply to the Agricultural/Open Space Zoning District.

Any violation of this section will be processed ~~just as any other~~ a violation of this Ordinance.

Section 6-12 Antennae ~~(includes satellite style dishes)~~ to be treated as accessory use

Antennae are subject to the same placement requirements as accessory uses within each zoning district as set forth in Chapter Five of this Ordinance. When, however, antenna placement based on accessory setback requirements precludes the development of a viable reception window, the Zoning Administrator may authorize placement otherwise, based on reception window only.

Section 6-13 Commercial Sidewalk Requirements **for General Commercial and Limited Commercial Zoning Districts**

Developments in the General Commercial and Limited Commercial Zoning Districts shall be required to provide sidewalks in the following locations:

1. On one side of all public streets directly adjacent to the developed site
2. On both sides of all interior public streets within the development
3. Within the development to link buildings with the following:
 - a. Parking
 - b. Adjoining streets
 - c. Adjoining sidewalks

Cabarrus County Zoning Ordinance
Chapter 6 General Requirements, Exceptions and Modifications

- d. Adjoining developments or amenities where ~~appropriate~~ pedestrian connections ~~should be reasonably accomplished~~ **are appropriate**

A waiver from the sidewalk requirements may be granted by the Zoning Administrator where the installation would not be **reasonable due to site topography**, ~~reasonably tied to an existing or planned pedestrian network~~. The decision of the Administrator may be appealed to the Planning and Zoning Commission.

Section 6-14 Exceptions and modifications

~~Exception #1. Exception to Front setback requirements for dwellings~~

Setback requirements for dwellings may be modified when the setbacks of contiguous existing buildings are less than required. These decreased setbacks are determined by computing the average setback on adjacent lots **500 feet** ~~100' feet~~ on either side of the lot of the proposed dwelling. The modified setback may be equivalent to the average **of the existing structures** or ~~ten (10) feet~~ **25 feet** from the street right-of-way line, whichever is greater. ~~This exception is not available~~ For lots on any roadway planned for widening as shown on the approved **N.C. North Carolina** Department of Transportation ~~Thoroughfare Plans~~ **Comprehensive Transportation Plan**, the setback shall be established from the proposed right-of-way line.

~~Exception #2. Exception to Height limitations for certain types of structures~~

The following are exempted from ~~this Ordinance's~~ height limitations unless they are located in the vicinity of an airport. See Airport Airspace Overlay District, Chapter Four, for clarification.

1. church spires, belfries, cupolas, domes, and other architectural embellishments not intended for human habitation
2. monuments
3. towers: water, observation, and transmission, **both radio and television**
4. chimneys
5. flag poles and masts
6. silos, grain elevators and conveyors

~~Exception #3. Exception to Height limitation, general~~

Any principal or accessory structure (not including signage) may exceed ~~it's~~ **the** zoning district's height limitation provided there is a proportional increase in ~~its~~ **the** minimum front, side and rear setback requirements. Each foot of height over the maximum **allowed height** must be

matched by an increase of one linear ground foot in each direction **for the required** front, rear, and side ~~of required open space~~ **setbacks**.

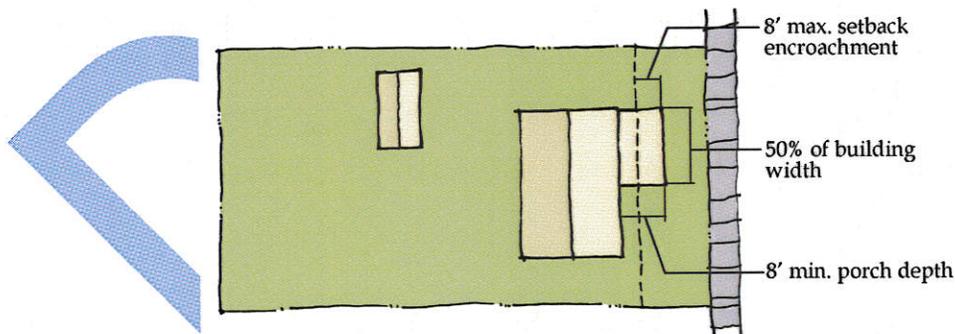
~~Exception #4. Exception to number of dwellings allowed per lot.~~

~~A mobile home (in those districts which allow them) will be allowed on the construction site of a permanent residence for a period of up to twelve (12) months after a building permit is issued. Upon the issuance of an occupancy permit for the permanent residence, the mobile home must be removed. In no event, will the two units be occupied simultaneously.~~

Section 6-15 Yard **Setback encroachments**

The following features may encroach into a required building setback:

1. Chimneys, overhanging roof, eave, gutter, cornice, or other architectural feature, not to exceed **2 feet** ~~two feet~~;
2. Bay windows, not to exceed **3 feet** ~~three feet~~;
3. Heating and cooling units, not to exceed **3 feet** ~~three feet~~, but in no case **shall any such units be** closer than five feet to any property line;
4. Uncovered, unenclosed decks and terraces, but in no case **shall any such decks or terraces be** closer than five feet to any property line;
5. Unenclosed fire escapes, not to exceed **6 feet** ~~six feet~~; and
6. Covered, unenclosed porches in a required front yard, not to exceed **8 feet** ~~eight feet~~.



REMOVE FIGURE ABOVE

Building Code Requirements:

The applicable Building Code may require fire-resistant construction for elements located less than 10 feet apart.

Easement encroachment not permitted:

In no case shall an encroachment be permitted into an easement area.

Section 6-16 Setbacks for Lots with Multiple Street Frontages

For undeveloped lots with multiple frontages, the developer has the option to determine which side shall be considered the “front” so long as the structure to be constructed has its front facing the same yard.

For the purposes of applying setbacks to an existing developed lot, the front setback shall be defined as the yard with the shortest amount of street frontage. All other frontages shall be considered side yards.

DRAFT

PLANNING STAFF REPORT
CABARRUS COUNTY PLANNING AND ZONING COMMISSION
11/12/2013

Staff Use Only:
Approved: _____
Denied: _____
Tabled: _____

Conditional Use Permit: CUSE2013-00004

Agent Information: Belinda Bodie, Zoning Specialist
Neel-Schaffer, Inc
1022 Highland Colony Parkway
Ridgeland, MS 39157

Applicant Information: SBA Communications, Inc.
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487

Owner Information: Myra & Steve Billings
Myra's Dream LLC
14647 Eastfield Rd.
Huntersville, NC 28078

PIN#: 4670-46-0288 (part of)

Area in Acres: Lease area is 100'x100' (10,000 square feet) and parcel is +/- 9.33 acres located in Cabarrus County, with an additional +/- 10 acres located in Mecklenburg County.

Purpose of Request: Proposed 195 ft. monopole style wireless communications tower facility to be located at 11234 Harris Rd. (The total height will be 199' including lightning rod.)

Site Description: The project is proposed on a parcel north of the NOMAD aquatics and fitness center. The part of the parcel located in Cabarrus County is approximately 9.33 acres and is vacant and wooded. The parcel has dual zoning. The tower is proposed on the portion that is zoned LDR. The parcel is currently in the tax deferred program for agriculture and forestry.

Current Land Uses: Vacant and wooded

Adjacent Land Uses: Residential and Commercial

Permitted Uses: All uses in the LDR zoning district are permitted on the subject property.

Existing Zoning: LDR (Low Density Residential), OI-SU (Office/Institutional-Special Use)

CASE#: CUSE2013-00004
APPLICANT: SBA Communication, Inc
EXHIBIT: 1

PLANNING STAFF REPORT
CABARRUS COUNTY PLANNING AND ZONING COMMISSION
11/12/2013

Staff Use Only:
Approved: _____
Denied: _____
Tabled: _____

Surrounding Zoning: North: LDR (Low Density Residential)
East: LDR (Low Density Residential)
South: OI- Office/Institutional, OI-SU (Office/Institutional-Special Use), Town of Huntersville- Rural
West: Town of Huntersville- Rural

Signs Posted: 10/23/2013

Newspaper Notification: 10/30/2013

Newspaper Notification 2: 11/06/2013

Notification Letters: 10/28/2013

Exhibits

1. *Conditional Use Permit Application Form*
2. *Aerial Map*
3. *Zoning Map*
4. *Western Area Land Use Map*
5. *Current Tower Location Map*
6. *List of Adjacent Property Owners*
7. *Adjacent Property Owner Letter*
8. *Letter of no objection from City of Concord*
9. *Comment Letter and Map from Town of Huntersville*
10. *Site Plan*
11. *Tower Elevation*
12. *Compound Details*
13. *Fence Detail*
14. *Signage Detail*
15. *Shelter Elevation*
16. *Generator Elevation*
17. *Landscaping Plan*
18. *Statement of Collocation Capacity*
19. *Statement of FCC Compliance*
20. *Letter of suitability of existing tower, structures, or alternative technology*
21. *Map of existing SBA towers*
22. *Closest Tower Map*
23. *Letter of Structural Integrity*
24. *Option and Land Lease*
25. *City of Concord 2015 Land Use Map*

Agency Review Comments

EMS Review : Approved

No comments

Health Review: Approved

No comments

Sheriff Review: Approved

No comments

Schools Review: Approved

No comments. This is a commercial project with no impact on schools.

Utility Review: Approved

The cell tower will not require city utilities; therefore there are no objections or comments regarding the development. If, however, utilities are necessary, the City request re-review based upon the applicable annexation agreements. (Kevin Ashley, City of Concord) see exhibit 7.

Erosion Review: Approved

If the disturbed area is under an acre, a sediment and erosion control plan approval is not required. (Tamara Eplin, NCDENR)

Zoning Review: Approved

No comments

Stormwater Review: Approved

Stormwater permits will be required if the project includes a total disturbed area of more than one acre. The current plan shows approximately 13,736 square feet of disturbed area, including area within the 100'x100' proposed lease area and the proposed access road.

Soil-Water Conservation Review: Approved with Conditions

The project is located in a tax deferred property. (Dennis Testerman- Cabarrus County Soil and Water Conservation District)

NCDOT Review: Approved with Conditions

Driveway permit extension required for Coach's Dream site. (Leah Wagner- NCDOT)

Fire Review: Approved

No comments

Town of Huntersville Review:

Due to the location of the property along the Cabarrus/Mecklenburg county line, the town of Huntersville was asked for comment. You will find their response in the attached letter (Exhibit 8) (Brian Richards- Town of Huntersville)

City of Concord Review:

The subject property is designated as Village Center in the City of Concord 2015 Land Use Plan. This designation does not preclude the development of a cell tower at that location. The location is not within the airport height restriction zones, but the location is 17,250 feet from the runway. Since this is within 20000 feet of the runway and exceeds a 100:1 surface, they would need to file a Form 7460-1 per FAA Part 77.9.

http://www.faa.gov/airports/engineering/airspace_analysis/ (David Whitley, Kevin Ashley)

History / Other Information

1. Proposed tower is not located in the Concord Airport Overlay as shown in GIS.
2. Applicant submitted documentation as required by Chapter 8 of the Cabarrus County Zoning Ordinance.
3. Proposed project is located within the Western Area Plan area. This area plan was co-adopted by the City of Concord and Cabarrus County. The Western Area Plan designates the property as Medium Density Residential and states that this density includes between one and four dwelling units per acre.
4. The subject property is designated as Village Center in the City of Concord 2015 Land Use Plan. This designation does not preclude the development of a cell tower at that location.

Conditions of Approval

1. Site plan review and approval required subsequent to Board of Adjustment approval to ensure compliance with applicable development requirements and conditions. (Zoning)
2. Granting Order, stating restrictions and applicable conditions of approval shall be recorded with the deed for the property. (Zoning)
3. Applicant shall procure any and all applicable federal, state, and local permits prior to zoning permitting. (Zoning)
4. Expansion of project, as well as modifications or changes to approved site plan, must receive Board of Adjustment approval in the form of an amendment to the Conditional Use Permit. (Zoning)
5. Applicant shall provide copies of all required state, local, and federal permits for the permanent project file prior to zoning permitting. (Zoning)
6. A driveway permit will be required. (NCDOT)
7. Applicant must provide an engineer sealed letter stating that the project meets FCC regulations. (Planning)
8. Applicant is proposing that existing landscape be used to meet buffer requirements. In the event the buffer does not meet intent of ordinance or qualify for waiver, applicant agrees to install buffer as required by ordinance. (Zoning)
9. Applicant must file a Form 7460-1 per FAA Part 77.9 due to proximity to Concord Regional Airport. (City of Concord)

Proposed Cell Tower Location with 2015 Land Use Plan



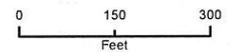
Legend

-  Parcels
-  Bridges
-  Street Centerline
-  Lakes & Ponds
- Land Use Plan**
- LANDUSE**
-  Commercial
-  Industrial
-  Institutional
-  Mixed Use Node
-  Mixed Use Node - Small Area Plan
-  Motorsports Related
-  Multi-Family
-  Office
-  Open Space
-  Open Space Preservation
-  Public
-  Single Family Residential
-  Single Family Residential - Open Space Encouraged
-  Village Center
-  Concord
-  Cabarrus Co.

 Proposed location



Coordinate System - NC State Plane NAD83



Map Disclaimer
 These maps and products are designed for general reference only, and data contained herein is subject to change. The City of Concord makes no warranty of merchantability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained therein. Data used is from multiple sources - with various scales and accuracies. Additional research, such as field surveys, may be needed to determine actual conditions.

CONDITIONAL USE PERMIT APPLICATION



Instructions

1. Schedule a pre-application meeting with Staff to discuss the procedures and requirements for a Conditional Use Permit request.
2. Submit a complete application to the Planning Division. All applications must include the following:
 - Cabarrus County Land Records printout of all adjacent property owners. This includes properties located across the right-of-way and all on-site easement holders. The list must include owner name, address, and Parcel Identification Number.
 - A recent survey or legal description of the property.
 - 15 folded copies of the proposed site plan.
 - Any additional documents essential for the application to be considered complete. (Determined at pre-application meeting)
3. Submit cash, check, or money order made payable to Cabarrus County.
Fees: Conditional Use Permit \$500.00 +\$5.00 per acre
+3% technology fee based on total application fee

The deadline for submittal is always the same day as the Planning and Zoning Commission Meeting which is the second Tuesday of the month. Applications must be submitted before 5:00 PM that day for consideration on the next available agenda.

Incomplete applications will be returned to the applicant and will not be processed.

Process Summary:

1. Hold a pre-application meeting with Staff to discuss your Conditional Use Permit request and the Conditional Use Permit process.
2. Submit a complete application with the appropriate fees to the Cabarrus County Planning Division.

Staff and appropriate agents will review your complete application and site plan and comments will be forwarded to you. You will need to address the comments in writing, revise the site plan accordingly and resubmit a site plan showing that all comments are addressed and errors corrected.

3. Once advised that the site plan is correct and ready to be presented to the Board of Adjustment, you will need to submit 18 folded copies of the plan.
4. When the copies of the plan are received, Staff will begin to prepare a staff report, schedule a public meeting date and notify adjacent property owners of the public meeting/public hearing date. A sign advertising the public hearing will also be placed on the property being considered for the Conditional Use Permit.

Meeting Information: Meetings are held the second Tuesday of each month at 7:00 PM in the Cabarrus County Governmental Center located in downtown Concord at 65 Church Street, SE.

Conditional Use Permit: Conditional Use Permits are considered by the Board of Adjustment during a quasi-judicial hearing. This means that anyone wishing to speak regarding the application must be sworn in. The vote requirement for the Conditional Use Permit to pass is 80% or greater. Additional conditions may be added as part of the Conditional Use Permit approval process.

Questions: Any questions related to the Conditional Use Permit process may be directed to the Planning Division at 704-920-2141, between 8 AM and 5 PM, Monday through Friday.

TO THE BOARD OF ADJUSTMENT:

I HEREBY PETITION THE BOARD OF ADJUSTMENT TO GRANT THE ZONING ADMINISTRATOR THE AUTHORITY TO ISSUE A CONDITIONAL USE PERMIT FOR THE USE OF THE PROPERTY AS DESCRIBED BELOW.

Applicant's Name

SBA Communications, Inc.

Applicant's Address

5900 Broken Sound Parkway, NW
Boca Raton, FL 33487

Applicant's Telephone Number

601-898-3358- Belinda Bodie
561-226-9774-

Property Owner's Name

Myra & Steve Billings

Property Owner's Address

11202 Harris Rd
Huntersville, NC 28078

Property Owner's Telephone Number

704-949-1555

Parcel Information

Existing Use of Property

vacant

Proposed Use of Property

Communications facility

Existing Zoning

LDR

Property Location

11234 Harris Rd

Property Acreage

Parcel Number (PIN)

4670460288

Land Use of Adjacent Properties

NORTH Residential

SOUTH OIF / Commercial

EAST Residential

WEST Residential

General Requirements

The Zoning Ordinance 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 (when applicable) how the proposed use satisfies these requirements.

1. The Board must find that the uses(s) as proposed "are not detrimental to the public health, safety or general welfare."

The proposed facility will be in compliance with all local, State & Federal requirements. The facility is not a detriment to the public health, safety or general welfare.

2. The Board must find that the use(s) as proposed "are appropriately located with respect to transportation facilities, water supply, fire and police protection, waste disposal, etc."

The facility will not require water or sewer. The site will have a 20' access road to site

3. The Board must find that the use(s) as proposed "will not violate neighborhood character nor adversely affect surrounding land uses."

The proposed site will be of monopole design. There is a power line right of way on the North side & East is a pond. The site will not adversely affect the surrounding land uses.

4. The Board must find that the use(s) as proposed "will comply with the general plans for the physical development of the County or Town, as embodied in the Zoning Ordinance or in the area development plans that have been adopted."

The proposed facility will comply with the general plans for physical development.

Specific Requirements

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

Nature of use (type, number of units, and/or area):

195' monopole Communications facility

Accessory uses (if any):

associated ground equipment to placed @ base
of the facility.

Setback provisions:

Principle Use

Front: _____ Side yard Single: _____ Side yard Total: _____ Rear: _____

Accessory Use

Front: _____ Side yard Single: _____ Side yard Total: _____ Rear: _____

Height provisions:

Principle Use: 195' Accessory Use: _____

Off street parking and loading provisions: (include calculations)

1 space for technician. Technician visits sites once a
month

Sign provisions: (include sketch drawing with dimensions)

Emergency Contact signage

Provisions for screening landscaping and buffering: (show on site plan)

please refer to Zoning drawings

Provisions for vehicular circulation and access to streets: (provide NCDOT permit and/or TIA)

will provide copy of NCDOT permit

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

Please refer to our drawings

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

NA

Compliance with applicable overlay zones: (see Chapter 4 of Zoning Ordinance)

NA

Compliance with the Flood Damage Prevention Ordinance: (see County Code Chapter 38)

NA

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

SBA Communications, Inc. will comply with any reasonable requirement deemed necessary by the Board.

Predefined Standards

Each individual Conditional Use listed in the Zoning Ordinance may have specific standards imposed. Refer to Chapter 8, the Conditional Use section of the Zoning Ordinance for these requirements. Each standard should be addressed in the site plan submitted along with this application.

Certification

I hereby confirm that the information contained herein and herewith is true and correct and that this application shall not be scheduled for official consideration until all of the required contents have been submitted to the Commerce Department.

Signature of Applicant

Belinda Bredie

Date

8/28/13

Signature of Owner

Myla W Bellings
DBA: Myla's Dream, LLC
Steven G. Bellings

Date

9/3/13



Aerial

SBA Communications, Inc.

Petition : CUSE2013-00004

Request for Wireless
Telecommunications Tower

Parcel ID# 4670-46-0288



Subject Property

Legend

- Streets
- Tax Parcels
- Subject Property
- County Line



Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development,
November 2013.



Western Area Land Use Plan

SBA Communications, Inc.

Petition : CUSE2013-00004

Request for Wireless
Telecommunications Tower

Parcel ID# 4670-46-0288



Legend

-  Mecklenburg County
-  Subject Property
-  Tax Parcel
-  Streets
- Western Area Plan**
-  Medium Density Residential



0 75 150 300
Feet

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Map Prepared by Cabarrus County Planning & Development,
November 2013.



Zoning

SBA Communications, Inc.

Petition : CUSE2013-00004

Request for Wireless
Telecommunications Tower

Parcel ID# 4670-46-0288

Legend

-  County Line
-  Mecklenburg County
-  Streets
-  Tax Parcel
- County Zoning**
-  LDR-Low Density Residential
-  OI- Office/Institutional
-  OI-SU-Office/Institutional Special Use



0 75 150 300 Feet

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Map Prepared by Cabarrus County Planning & Development,
November 2013.





Current Tower Locations

SBA Communications, Inc.
Petition : CUSE2013-00004
Request for Wireless
Telecommunications Tower
Parcel ID# 4670-46-0288

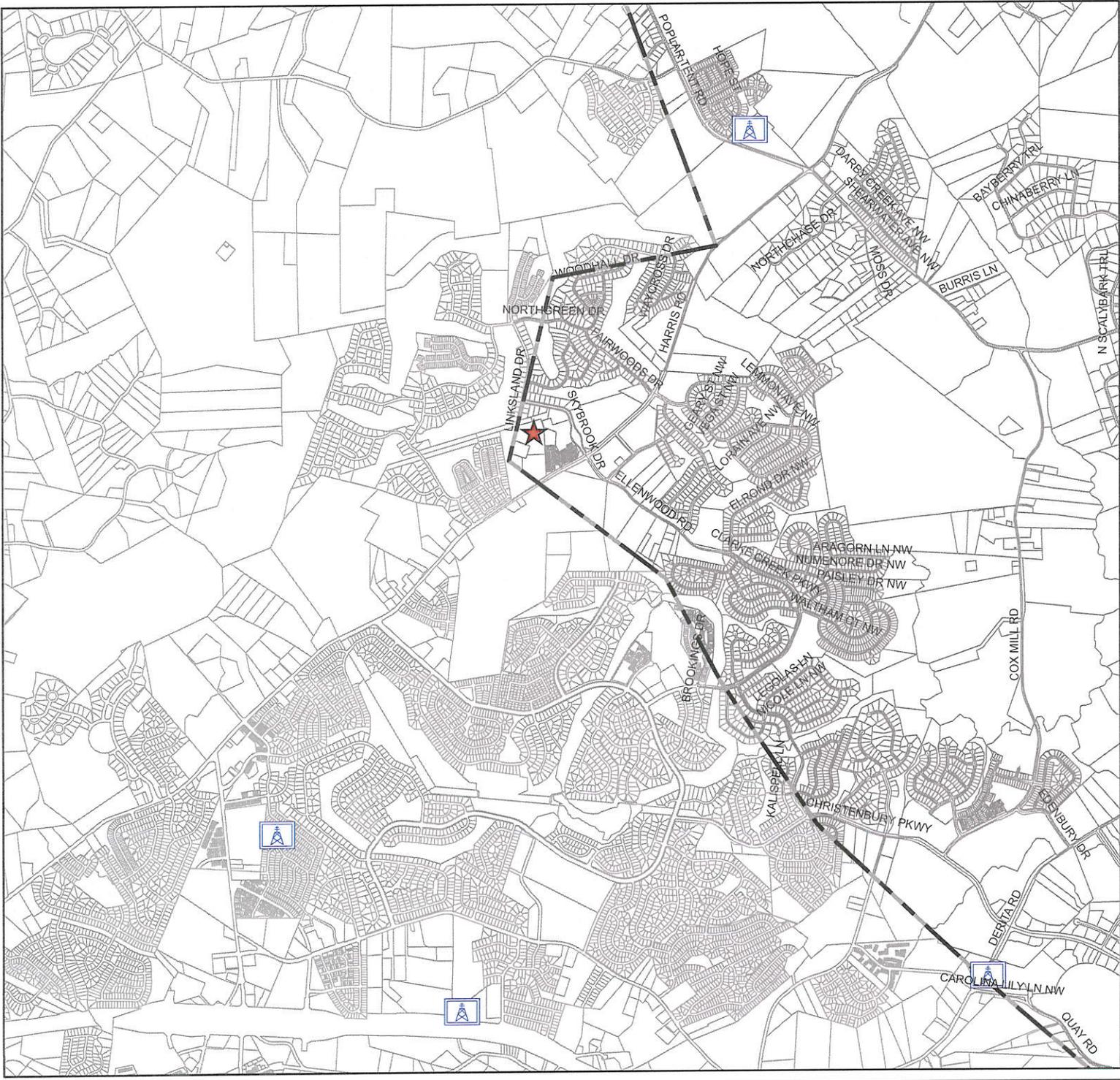
Legend

- Streets
- Registered FCC Towers
- County Line
- Tax Parcels
- Approximate Location of Proposed tower



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Map Prepared by Cabarrus County Planning & Development, November 2013.





October 25, 2013

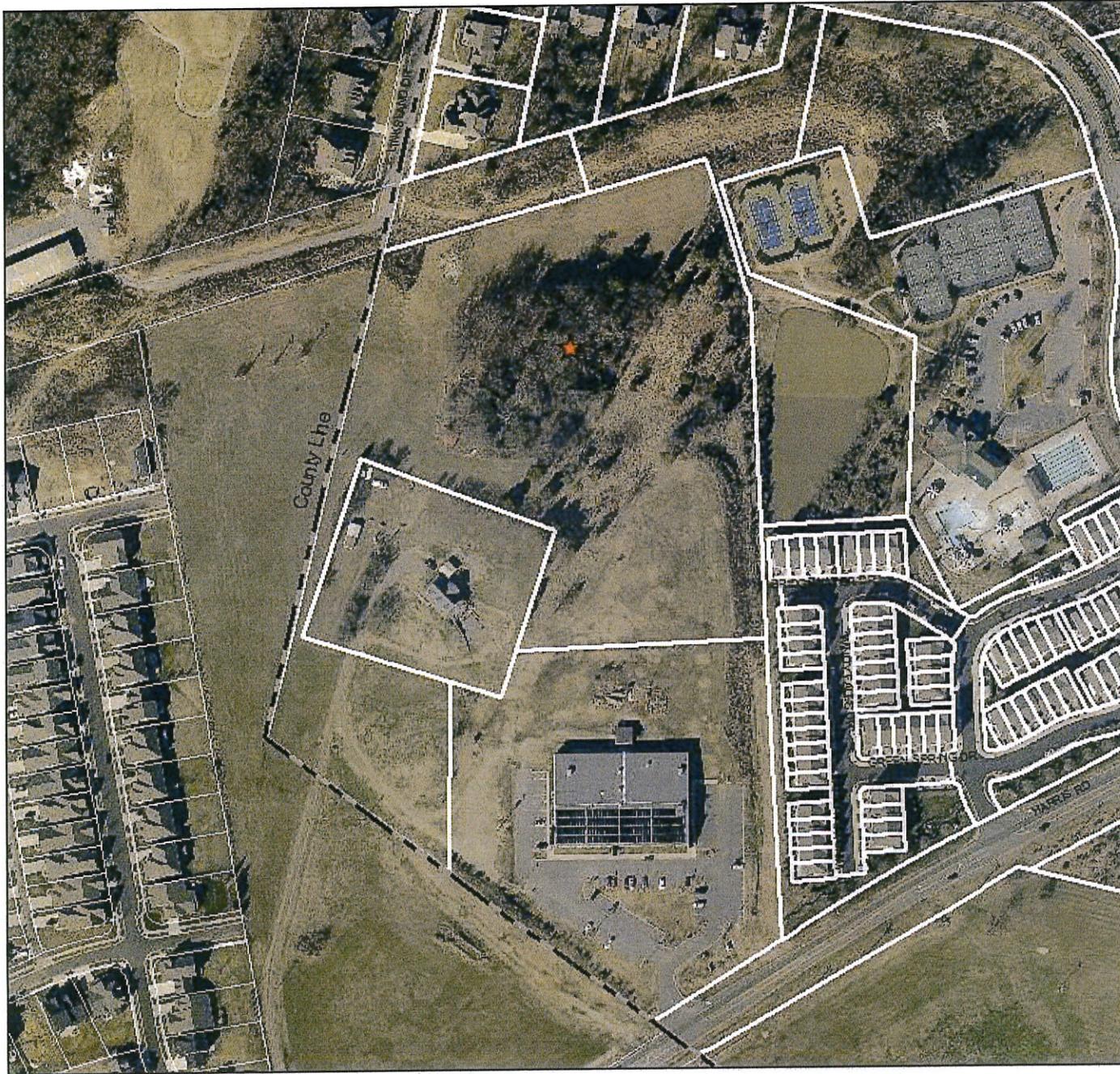
Dear Adjacent Property Owner:

This letter is to inform you that SBA Communications, Inc, has petitioned the Cabarrus County Board of Adjustment for a Conditional Use Permit. The applicant is requesting a Conditional Use Permit that would allow them to place a 199 ft. monopole cell tower at 11234 Harris Rd (PIN #:4670-46-0288)- Map on back of letter. In accordance with the Cabarrus County Zoning Ordinance, a petition for a Wireless Telecommunications Service requires the approval of the Board of Adjustment.

A public hearing will take place on Tuesday November 12th at 7:00 p.m. at the Cabarrus County Governmental Center located at 65 Church Street SE, Concord, North Carolina. The Conditional Use application is on file in the Cabarrus County Zoning Department. If you have any questions, or would like to view the application, please contact our office at 704-920-2149.

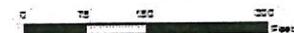
Sincerely,

Colleen Nelson, AICP
Senior Planner
Cabarrus County Planning & Development
Canelson@cabarruscounty.us
704-920-2149



Proposed Location

★ Approximate Location of proposed tower



Cibola County shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.
Map Prepared by Cibola County Planning & Development, October 2012.

Mecklenburg County Adjacent Properties

PIN #	Name	Address	City	State	Zip
02111115	SKYBROOK HOMEOWNERS ASSN	830 SKYBROOK DR	HUNTERSVILLE	NC	28078
02111486	JOHN DOLPHIN	11128 SKYTOP DR	HUNTERSVILLE	NC	28078
02111116	MYRAS DREAM LLC	14324 EASTFIELD RD	HUNTERSVILLE	NC	28078
02111488	LEA FAIRCLOTH	14905 SKYSCAPE DR	HUNTERSVILLE	NC	28078
02111487	HARRY & MEREDITH THOMPSON	11120 SKYTOP DR	HUNTERSVILLE	NC	28078
02111485	ELIZABETH KITTS	11134 SKYTOP DR	HUNTERSVILLE	NC	28078
02111484	MICHAEL & JESSICA SHAFFER	11138 SKYTOP DR	HUNTERSVILLE	NC	28078
02111789	SKYBROOK HOMEOWNERS ASSN	830 SKYBROOK DR	HUNTERSVILLE	NC	28078
02924103	WOODLEY WALLACE FARMS LLC	14410 EASTFIELD RD	HUNTERSVILLE	NC	28078
02111448	ISREAL KOBISHER	11208 SKYTOP DR	HUNTERSVILLE	NC	28078
02111483	SKYBROOK HOMEOWNERS ASSN	830 SKYBROOK DR	HUNTERSVILLE	NC	28078
02111439	MATTAMY CAROLINA CROP	2401 WHITEHALL PARK DR #700	CHARLOTTE	NC	28273
02111440	MELANIE BARKER	11254 SKYTOP DR	HUNTERSVILLE	NC	28078
02111449	DANIEL AND DIANE CLEARY	11204 SKYTOP DR	HUNTERSVILLE	NC	28078
02111441	GARY CULLER	11250 SKYTOP DR	HUNTERSVILLE	NC	28078
02111443	ALVA WEAVER	5 BLUESTONE RD	LUTHERVILLE	MD	21093
02111442	BRENNON BOHOL	11244 SKYTOP DR	HUNTERSVILLE	NC	28078
02111444	ESTHER JOHNSON	11232 SKYTOP DR	HUNTERSVILLE	NC	28078
02111445	ISAIAH FINISTERRE	11226 SKYTOP DR	HUNTERSVILLE	NC	28078
02111446	ANGELA & SCOTT HAYWORTH	11220 SKYTOP DR	HUNTERSVILLE	NC	28078
02111447	DAMAGED UNIVERSE LLC	PO Box 620141	CHARLOTTE	NC	28078
02924119	EEG HOLDINGS	14700 EASTFIELD RD	HUNTERSVILLE	NC	28078
02924118	JAMES & BRENDA ANDERSON	14624 EASTFIELD RD	HUNTERSVILLE	NC	28078

Cabarrus County Adjacent Properties

PIN #	Name	Address	City	State	Zip
46704672790000	SKYBROOK SWIM & RACQUET CLUB	9300 BROWNE RD	CHARLOTTE	NC	28269
46704635410000	SKYBROOK HOMEOWNERS ASSOC INC	830 SKYBROOK DR	HUNTERSVILLE	NC	28078
46705510400000	WOODLEY WALLACE FARMS LLC	14324 EASTFIELD RD	HUNTERSVILLE	NC	28078
46704602880000	MYRA'S DREAM LLC	14647 EASTFIELD RD	HUNTERSVILLE	NC	28078
46703589660000	BILLINGS STEVEN G & MYRA	14647 EASTFIELD ROAD	HUNTERSVILLE	NC	28078
46704566400000	SKYBROOK SIGNATURE TOWNHOMES	1201 STALLINGS RD	MATTHEWS	NC	28104
46704548560000	COLON DEBORAH	846 WINDY FALLS DR	HUNTERSVILLE	NC	28078
46704548530000	KLINKER GINA R	850 WINDY FALLS DR	HUNTERSVILLE	NC	28078
46704548580000	FISHEL SHARON TEAGUE	842 WINDY FALLS DR	HUNTERSVILLE	NC	28078
46704516610000	COACH'S DREAM LLC / A NC LLC	11202 HARRIS ROAD	HUNTERSVILLE	NC	28078
46704549290000	PEREZ LUIS A	11214 BRIDGEWATER DR	HUNTERSVILLE	NC	28078
46704549500000	SHEPHERD ODETTE	838 WINDY FALLS DR	HUNTERSVILLE	NC	28078
46703695860000	SKYBROOK HOMEOWNERS ASSOC INC	830 SKYBROOK DR	HUNTERSVILLE	NC	28078



NORTH CAROLINA

High Performance Living



66 Union Street South, PO Box 308, Concord, NC 28026 - www.ci.concord.nc.us

August 27, 2013

Re: PIN # 4670-46-0288 (General Location – 11234 Harris Road)

Mr. Jay Lowe, CZO
Cabarrus County Zoning Department
PO Box 707
Concord, NC 28026

Dear Mr. Lowe:

Per conversations with Belinda Bodie of Neel-Shaffer, Inc., this letter serves to inform Cabarrus County that the City of Concord has no objection or comment relative to a potential development of a cell tower generally located at 11234 Harris Road on property owned by Coach's Dream LLC. It is our understanding that the development will not require public water and sewer.

However; should the owner seek to redevelop the property with uses requiring public utilities, the City would reserve the right to evaluate the property for potential annexation at that time in accordance with the appropriate settlement agreement and City/County policy.

Please feel free to contact me if you have any questions.

Sincerely,

Kevin E. Ashley, AICP
Planning and Development Manager

Cc: Margaret Pearson
Belinda Bodie



October 18, 2013

To: Cabarrus County Board of Adjustment

Re: Coach's Dream Cell Tower

Honorable Members of the Board,

It has come to our attention that the SBA Communications of Boca Raton Florida has submitted for a Conditional Use Permit at 11234 Harris Rd. The Town of Huntersville would like to submit to the record our objections to this project. After reviewing the County's Zoning Ordinance and inspecting local infrastructure the Town of Huntersville, as an alternative, would recommend utilizing the nearby Power Line Tower as a suitable structure for collocation. Utilizing the existing Power Line Tower would achieve the purposes outlined in Chapter 8 of the Cabarrus County Ordinance by minimizing the visual impact of a new tower in the area as well as encourage joint use of existing facilities. Records provided to the Town of Huntersville contain no evidence as required by Section 8 demonstrating the inability to locate on the existing tower located approximately 250' from the proposed monopole.

The Town of Huntersville would strongly encourage the joint use of the existing tower as it would minimize the impact on the surrounding community and allow for the surrounding land to be developed to its highest and best use.

Thank you for your considerations,

A handwritten signature in blue ink, appearing to read "Brian Richards".

Brian Richards
GIS Administrator
Huntersville Planning Dept.
105 Gilead Rd 3rd Floor
Huntersville, NC 28078
Ph 704 766 2218
Fx 704 992 5528

Planning

Post Office Box 664 • 105 Gilead Road, Third Floor • Huntersville, NC 28070
phone 704.875.7000 • fax 704.992.5528 • www.huntersville.org



Existing Power
Line Tower

Proposed Site

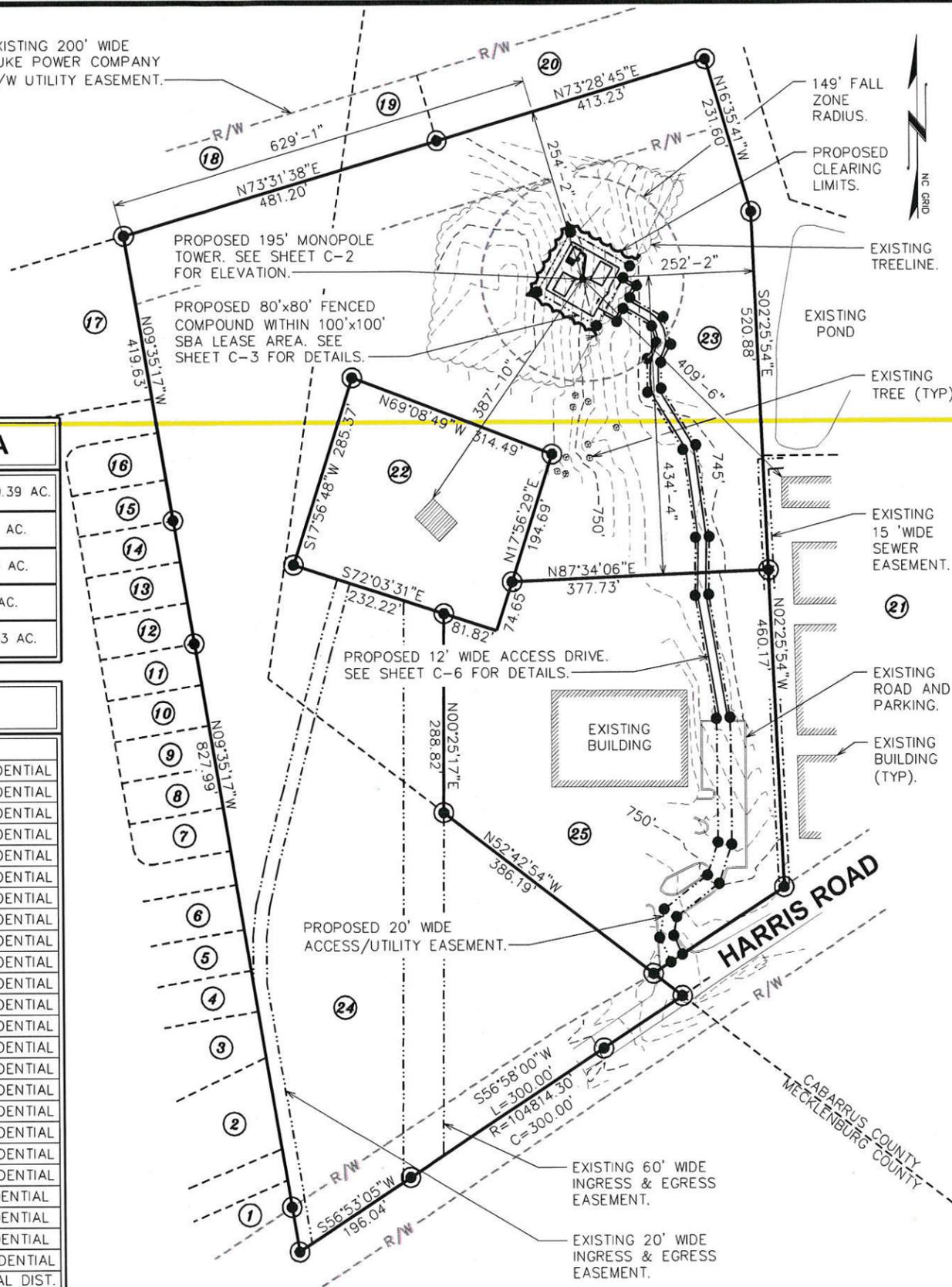
All Measurements are Approximate



NOTES:

1. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
2. THIS PLAN DOES NOT REPRESENT AN ALTA/ACSM LAND TITLE SURVEY.
3. THE BASIS OF THE BEARINGS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NCSPCS/NAD 83) BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON OCTOBER 2, 2013 AND TIED TO THE NATIONAL CORS SYSTEM VIA THE OPUS UTILITY AND EXPRESSED IN US SURVEY FEET.
4. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN US SURVEY FEET.
5. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
6. PROPERTY LINES ARE DRAWN FROM INFORMATION FOUND IN DEED BOOK 6524, PAGE 116, OF THE CABARRUS COUNTY REGISTER OF DEEDS RECORDS, AND DEED BOOK 19975, PAGE 677 OF THE MECKLENBURG COUNTY REGISTER OF DEEDS RECORDS.
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE 0.2% CHANCE OF ANNUAL FLOOD. (FEMA COMMUNITY PANEL # 3710467000K EFFECTIVE MARCH 2, 2009).

EXISTING 200' WIDE
DUKE POWER COMPANY
R/W UTILITY EASEMENT.



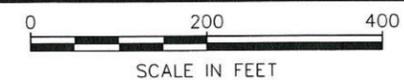
LEGEND	
—	EXIST. PROPERTY LINE
---200---	EXIST. CONTOUR LINE
---OHW---	OVERHEAD WIRE
---R/W---	RIGHT-OF-WAY
X	CHAIN LINK FENCE
~	EXISTING TREE LINE
⊕	EXIST. UTILITY POLE
⊙	EXIST. LIGHT POLE
⊠	EXIST. TELCO PEDESTAL
●	PROPERTY CORNER
●	LEASE CORNER

DISTURBED AREA	
PARCEL AREA	844,571 SQ.FT / 19.39 AC.
ACCESS DRIVE	6,816 SQ.FT / 0.16 AC.
COMPOUND	6,400 SQ.FT / 0.15 AC.
LANDSCAPING	520 SQ.FT / 0.02 AC.
TOTAL DISTURBED	13,736 SQ.FT / 0.33 AC.

PROPERTY OWNERS NOW OR FORMERLY

NUMBER	OWNER	PARCEL ID	DEED BK - PG	ZONING
1	SKYBROOK HOA INC.	02111789	25278-865	SINGLE FAMILY RESIDENTIAL
2	LEA C. FAIRCLOTH	02111488	28236-883	SINGLE FAMILY RESIDENTIAL
3	HARRY S. & MEREDITH A. THOMPSON	02111487	26746-378	SINGLE FAMILY RESIDENTIAL
4	JOHN P. & SHARON D. DOLPHIN	02111486	27189-418	SINGLE FAMILY RESIDENTIAL
5	ELIZABETH R. KITTS	02111485	27203-97	SINGLE FAMILY RESIDENTIAL
6	MICHAEL D. & JESSICA SHAFFER	02111484	26983-122	SINGLE FAMILY RESIDENTIAL
7	DANIEL R. & DIANE E. CLEARY	02111449	23110-430	SINGLE FAMILY RESIDENTIAL
8	ISRAEL KOBISHER & FRINEE CAVAZOS	02111448	23104-281	SINGLE FAMILY RESIDENTIAL
9	DAMAGED UNIVERSE LLC.	02111447	28318-832	SINGLE FAMILY RESIDENTIAL
10	SCOTT & ANGELA B. HAYWORTH	02111446	23688-898	SINGLE FAMILY RESIDENTIAL
11	ISAIAH A. & GLADYS K. FINISTERRE	02111445	26042-314	SINGLE FAMILY RESIDENTIAL
12	JOSEPH R. & ESTHER S. JOHNSON	02111444	26500-113	SINGLE FAMILY RESIDENTIAL
13	MCRAE W. WILLIAMS & ALVA P. WEAVER	02111443	23774-169	SINGLE FAMILY RESIDENTIAL
14	BRENNON G. & SWEETIE G. BOHOL	02111442	23149-931	SINGLE FAMILY RESIDENTIAL
15	GARY B. CULLER & CYNTHIA A. FLEMING	02111441	26461-330	SINGLE FAMILY RESIDENTIAL
16	MELANIE B. BARKER	02111440	25249-312	SINGLE FAMILY RESIDENTIAL
17	SKYBROOK HOA INC.	02111483	24275-189	SINGLE FAMILY RESIDENTIAL
18	SKYBROOK HOA INC. (MECKLENBURG COUNTY)	02111115	24326-841	SINGLE FAMILY RESIDENTIAL
19	SKYBROOK HOA INC. (CABARRUS COUNTY)	46703695860000	8524-244	SINGLE FAMILY RESIDENTIAL
20	SKYBROOK HOA INC.	46704635410000	8524-244	SINGLE FAMILY RESIDENTIAL
21	SKYBROOK SIGNATURE TOWNHOMES HOA INC.	46704566400000	9013-137	LOW DENSITY RESIDENTIAL
22	STEVEN G. & MYRA W. BILLINGS	46703589660000	765-115	LOW DENSITY RESIDENTIAL
23	MYRA'S DREAM LLC. (CABARRUS COUNTY)	46704602880000	6524-116	LOW DENSITY RESIDENTIAL
24	MYRA'S DREAM LLC. (MECKLENBURG COUNTY)	02111116	19975-667	SINGLE FAMILY RESIDENTIAL
25	COACH'S DREAM LLC.	46704516610000	6524-125	OFFICE/INSTITUTIONAL DIST.

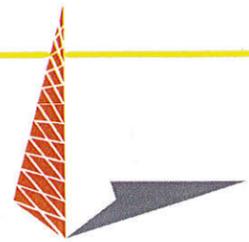
SITE PLAN
SCALE: 1" = 200'



APPLICANT/LESSEE:

 5900 BROKEN SOUND PARKWAY NW
 BOCA RATON, FL 33487
 OFFICE: (561) 226-9332

PROJECT INFORMATION:
COACH'S DREAM
(NC12453-S)
 11234 HARRIS ROAD
 HUNTERSVILLE, NC 28078
 (CABARRUS COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 661-6351
 www.tepgroup.net
 N.C. LICENSE # C-1794

SEAL:

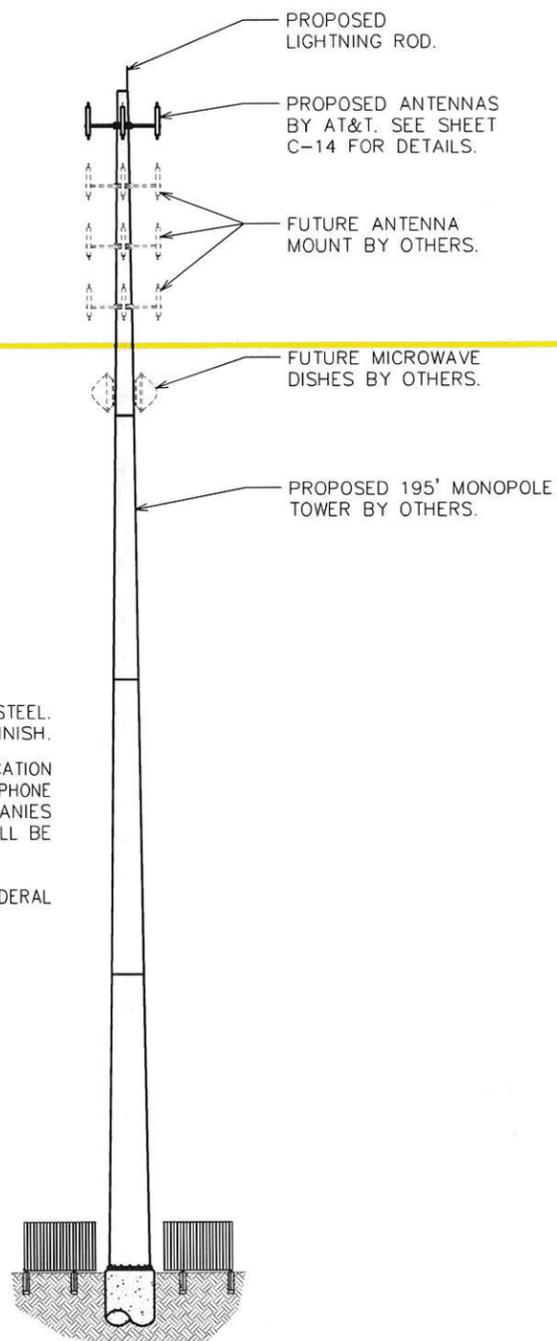
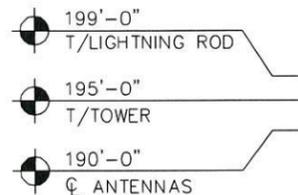
 October 7, 2013

REV	DATE	ISSUED FOR:
I	10-07-13	CONSTRUCTION
O	10-04-13	PRELIMINARY

DRAWN BY: JHJ CHECKED BY: KSM

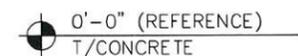
SHEET TITLE:
SITE PLAN

SHEET NUMBER: **C-1** REVISION: **1**
 TEP #: 50053



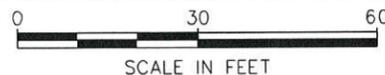
NOTES:

1. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL. TOWER COLOR SHALL BE GALVANIZED GRAY FINISH.
2. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.
3. TOWER SHALL BE LIT IN ACCORDANCE WITH THE FEDERAL AVIATION ADMINISTRATION.
4. FAA DETERMINATION NUMBER: TBD.

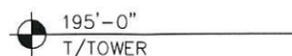


TOWER ELEVATION

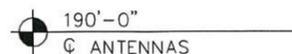
SCALE: 1" = 30'



PROPOSED LIGHTNING ROD.



PROPOSED ANTENNAS BY AT&T. SEE SHEET C-14 FOR DETAILS.



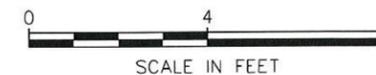
PROPOSED 195' MONOPOLE TOWER BY OTHERS.

FUTURE ANTENNA MOUNT BY OTHERS.

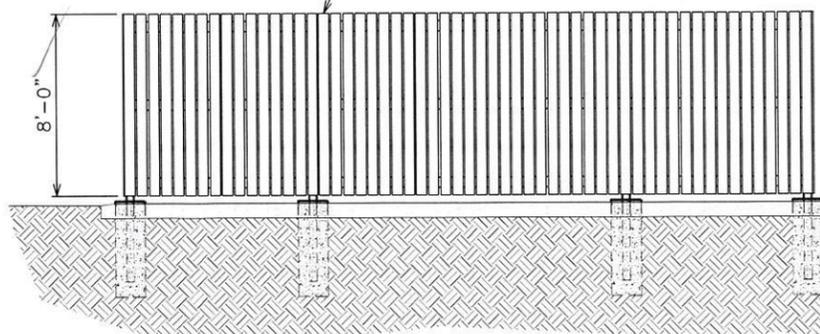


ELEVATION VIEW @ ANTENNAS

SCALE: 1/4" = 1'-0"



PROPOSED CEDAR WOOD FENCE. SEE SHEET C-5 FOR DETAILS.



ELEVATION VIEW @ FENCE CORNERS

SCALE: N.T.S.

APPLICANT/LESSEE:



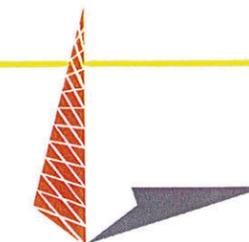
5900 BROKEN SOUND PARKWAY NW
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

**COACH'S DREAM
(NC12453-S)**

11234 HARRIS ROAD
HUNTERVILLE, NC 28078
(CABARRUS COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:



October 7, 2013

REV	DATE	ISSUED FOR:
1	10-07-13	CONSTRUCTION
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DRAWN BY: JHJ CHECKED BY: KSM

SHEET TITLE:

**TOWER
ELEVATION**

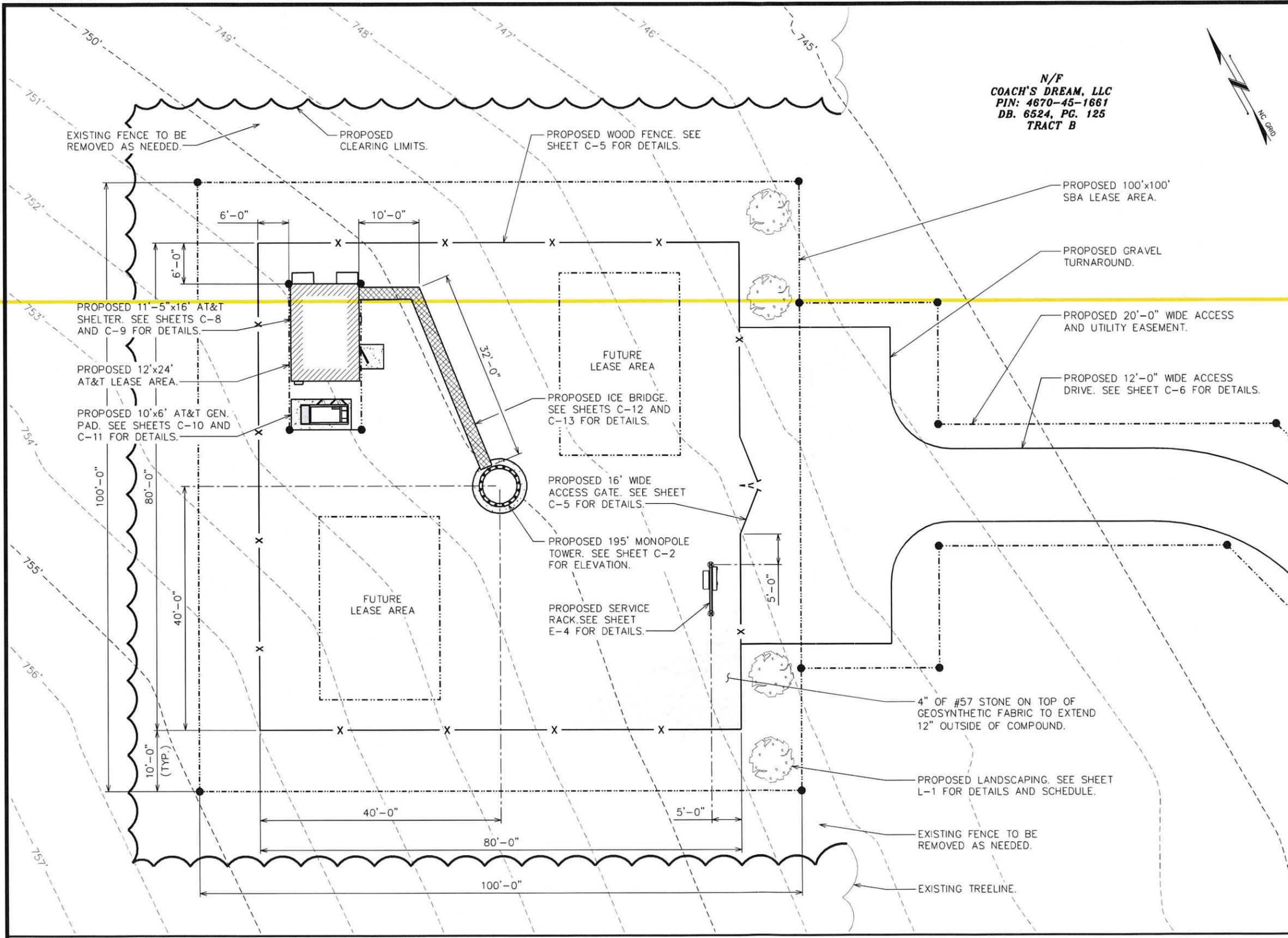
SHEET NUMBER:

C-2

REVISION:

1

TEP #: 50053

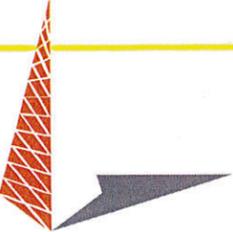


N/F
COACH'S DREAM, LLC
 PIN: 4670-45-1661
 DB. 6524, PG. 125
 TRACT B

APPLICANT/LESSEE:

 5900 BROKEN SOUND PARKWAY NW
 BOCA RATON, FL 33487
 OFFICE: (561) 226-9332

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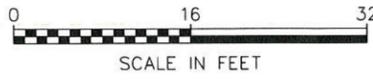
SHEET TITLE:
**COMPOUND
 DETAIL**

SHEET NUMBER:
C-3

REVISION:
1
 TEP #: 50053

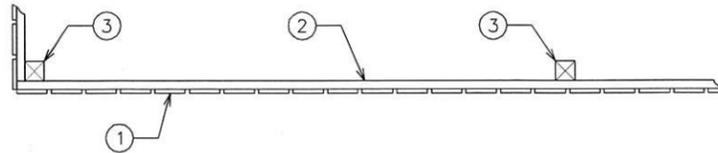
COMPOUND DETAIL

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

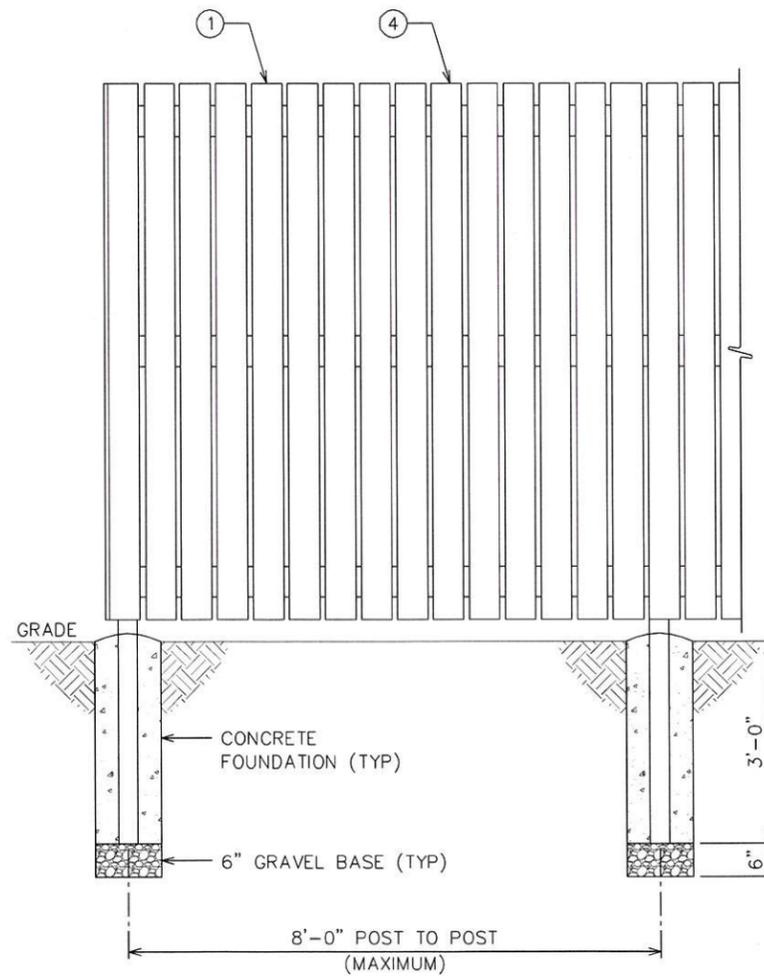


DRAWING NOTES:

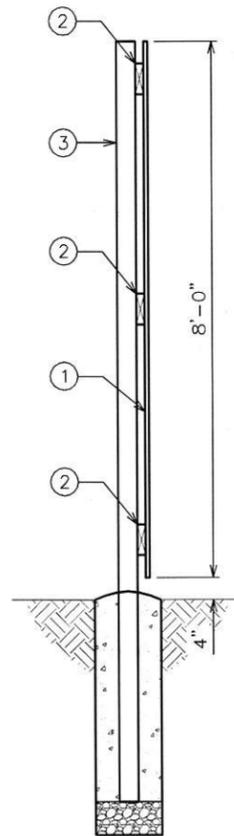
- ① 1x6 TREATED WOOD. ATTACH TO 2x6'S W/ (2)-6d NAILS.
- ② 2x6 TREATED WOOD. ATTACH TO 4x4 POSTS W/ (2) 1/4"Øx3" LG. LAG BOLTS.
- ③ 4x4 TREATED WOOD POST.
- ④ WOOD FENCE TO BE APPROPRIATELY STAINED OR PAINTED.



PLAN VIEW



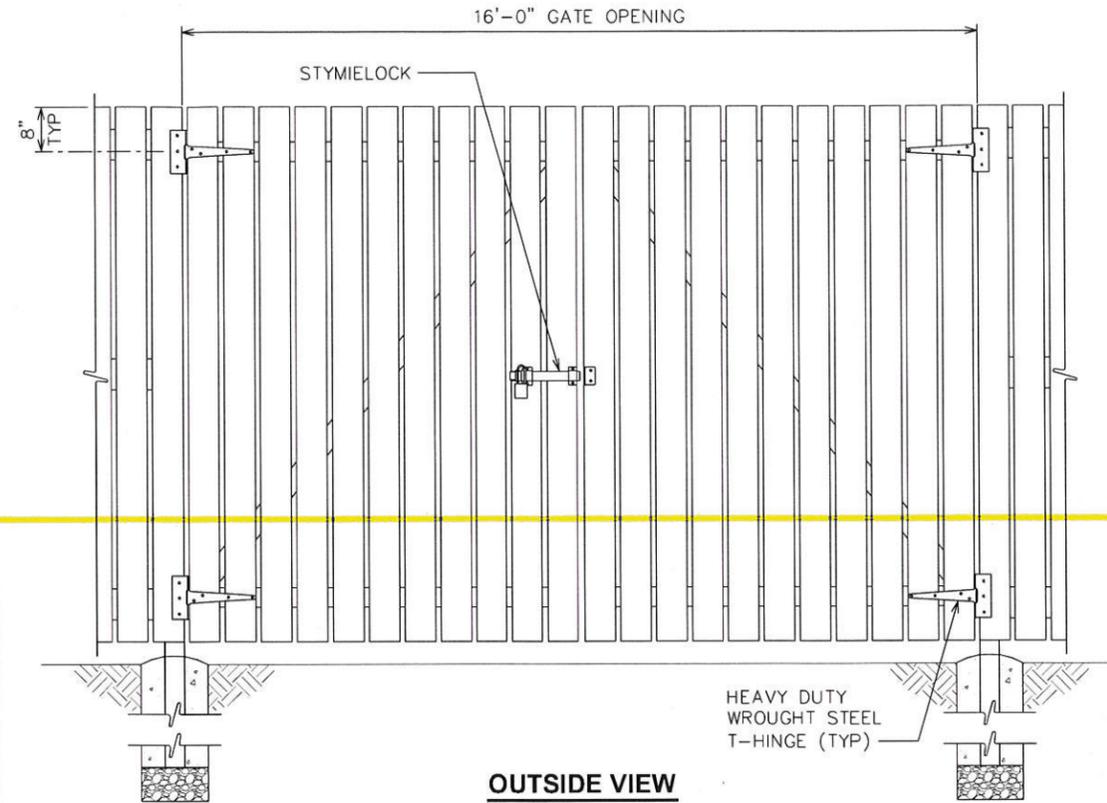
ELEVATION VIEW



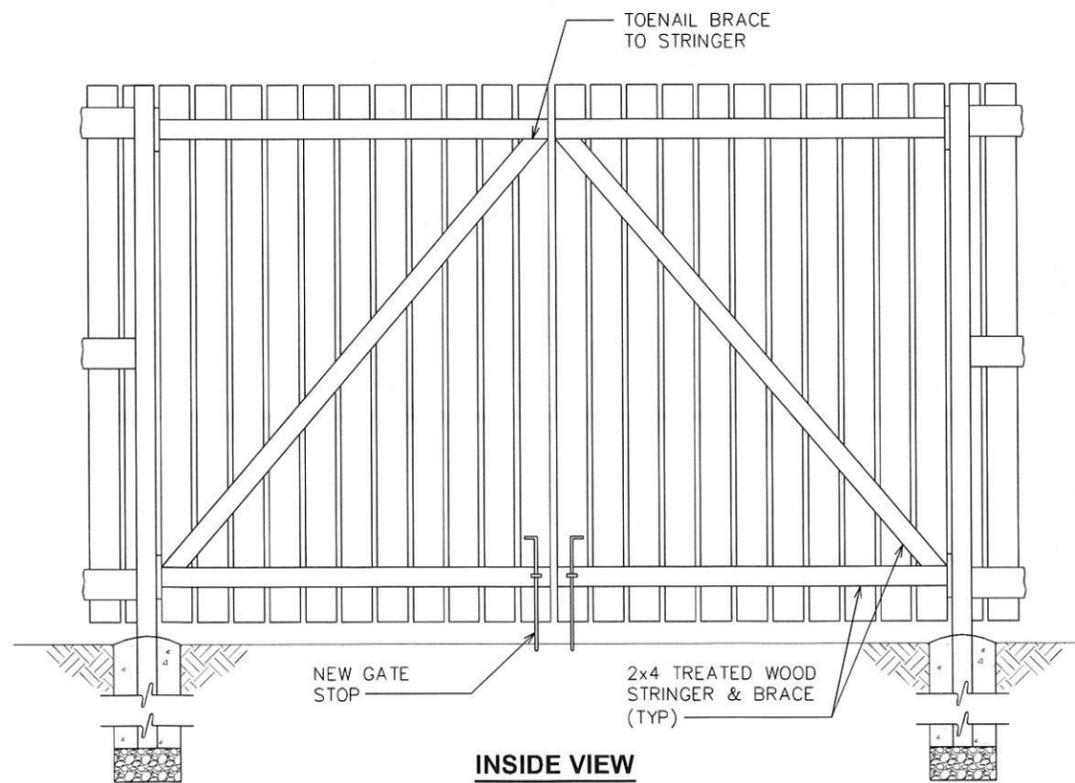
SIDE VIEW

WOOD FENCE DETAILS

SCALE: N.T.S.



OUTSIDE VIEW



INSIDE VIEW

GATE DETAILS

SCALE: N.T.S.

APPLICANT/LESSEE:



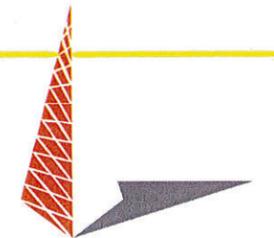
5900 BROKEN SOUND PARKWAY NW
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SEAL:



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I	10-07-13	CONSTRUCTION
O	10-04-13	PRELIMINARY

DRAWN BY: JHJ CHECKED BY: KSM

SHEET TITLE:

**FENCE
DETAILS**

SHEET NUMBER:

C-5

REVISION:

1

TEP #: 50053

NOTE:

SIGNS TO BE INSTALLED ON FENCE PANEL TO THE LEFT OF THE GATE, NOT ON ACTUAL GATE.

NO TRESPASSING!
AUTHORIZED ENTRY ONLY

WARNING
ANTENNAS
MAY BE
ACTIVE



DO NOT CLIMB
TOWER WITHOUT
OWNERS WRITTEN
AUTHORIZATION!

SBA 
SITE I.D.#: NC12453-S

FCC#:
LEASING (800) 487-SITE (7483)
EMERGENCY (888) 950-SITE (7483)
WWW.SBASITE.COM

12" x 24" .063
Aluminum

18' x 24" .040
Aluminum

CAUTION



Read the label
Understanding labels at the site
may assist SBA Towers for better
operation.
No other labels should be used
on this tower. For more information
contact SBA Towers.

18' x 12" .040
Aluminum

FCC# 1215412

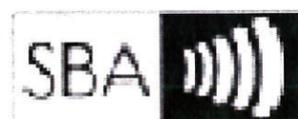
4" x 18" .040
Aluminum

PLEASE
KEEP
GATE
CLOSED

18' x 12" .040
Aluminum

1215412

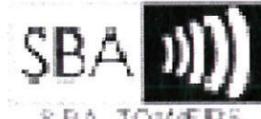
1 FCC or Site ID Decal only



CAUTION **NOTICE**
WARNING **CAUTION**

FCC#
NEAREST HOSPITAL
EMERGENCY #

24" x 18" SF C-K
Plastic Temp



SITE ID #
FCC #
EMERGENCY (888) 950-SITE (7483)
LEASING (800) 487-SITE (7483)

18' x 24" SF C-K
Plastic Temp

1800 825 7029
888 950 SITE 7483
www.sbasite.com

APPLICANT/LESSEE:



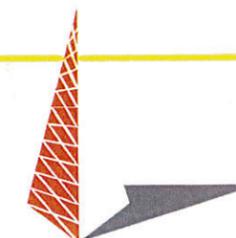
5900 BROKEN SOUND PARKWAY NW
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PLANS PREPARED BY:



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OFFICE: (919) 661-6351
www.tepgroup.net
N.C. LICENSE # C-1794

SEAL:



October 7, 2013

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1	10-07-13	CONSTRUCTION
0	10-04-13	PRELIMINARY

DRAWN BY: JHJ CHECKED BY: KSM

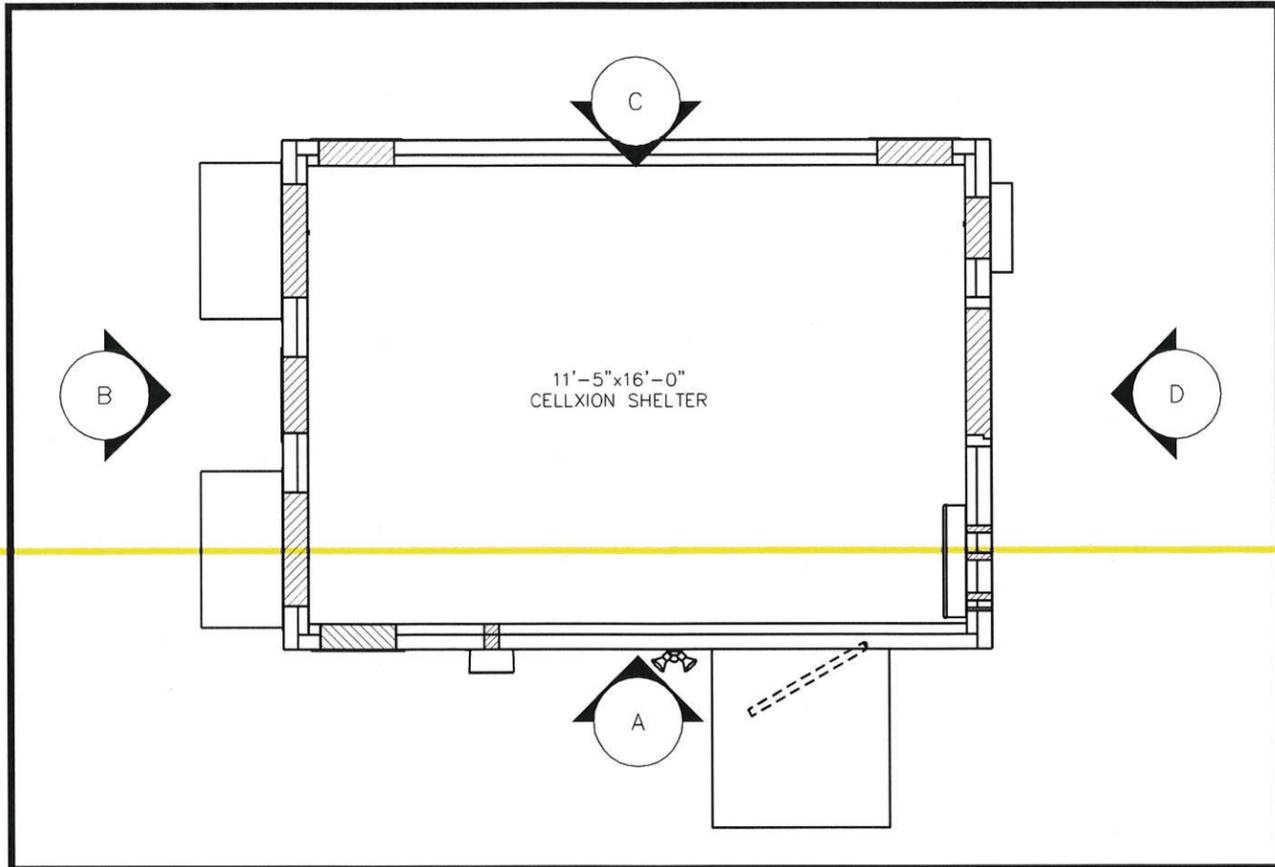
SHEET TITLE:
SIGNAGE
DETAILS

SHEET NUMBER:
C-7

REVISION:
1
TEP #: 50053

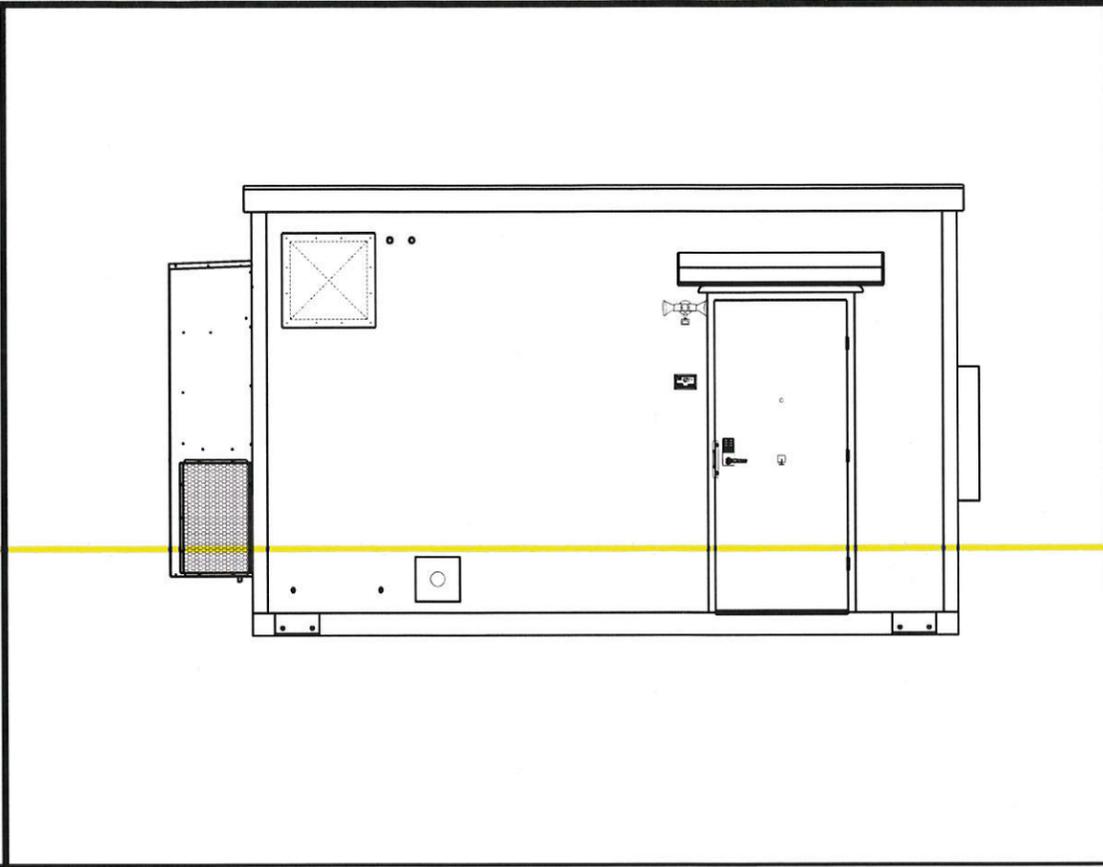
SIGNAGE DETAILS

SCALE: N.T.S.



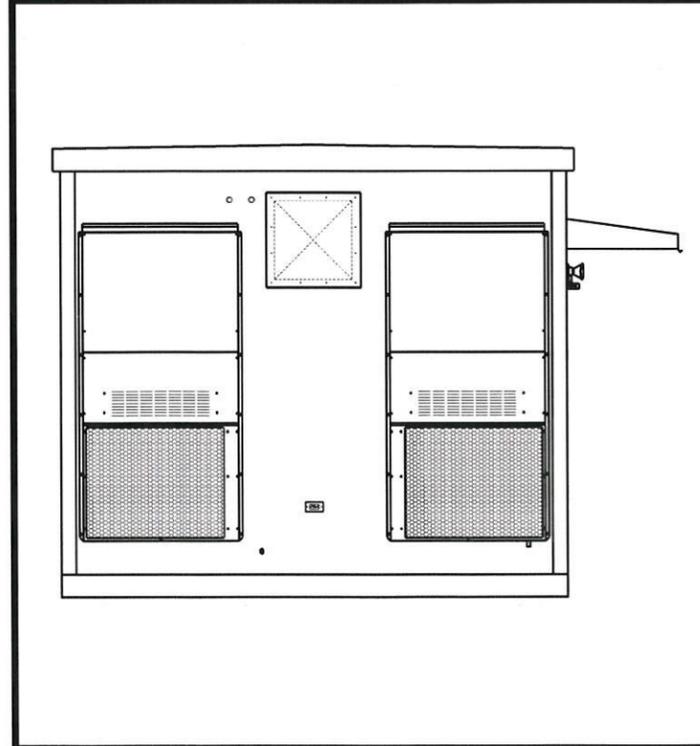
EQUIPMENT LAYOUT

SCALE: 1/4" = 1'-0"



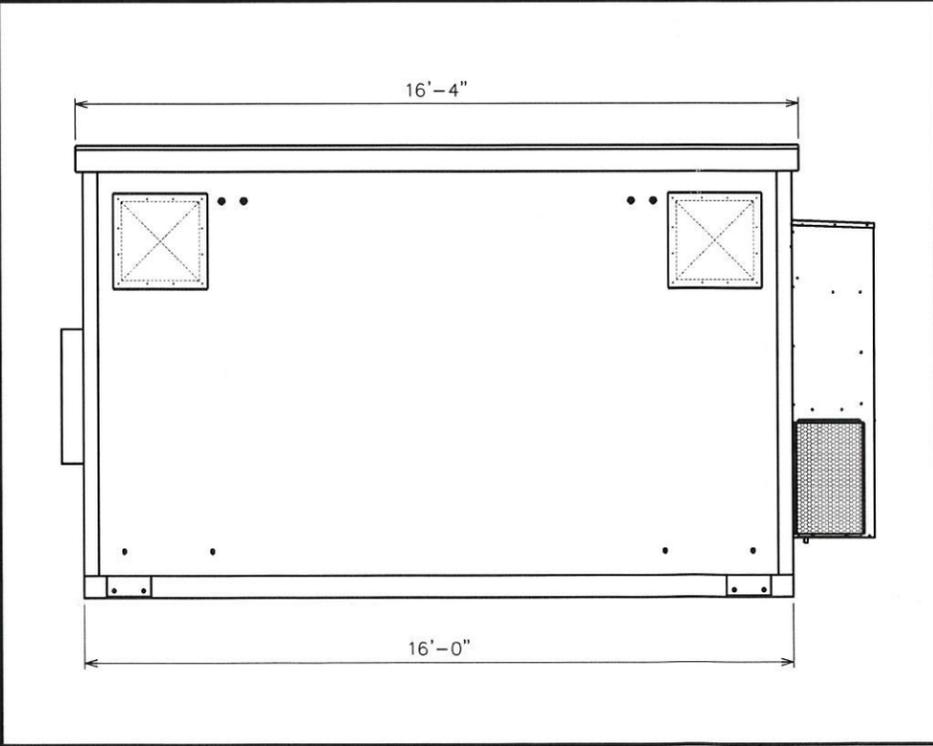
ELEVATION A

SCALE: 1/4" = 1'-0"



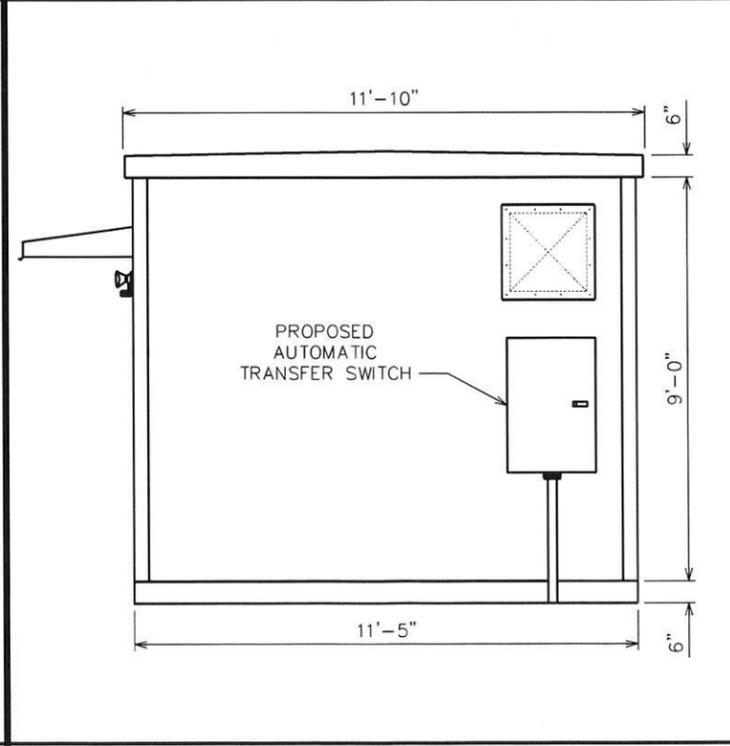
ELEVATION B

SCALE: 1/4" = 1'-0"



ELEVATION C

SCALE: 1/4" = 1'-0"



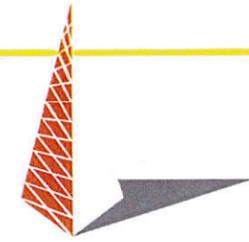
ELEVATION D

SCALE: 1/4" = 1'-0"



APPLICANT/LESSEE:
SBA
 5900 BROKEN SOUND PARKWAY NW
 BOCA RATON, FL 33487
 OFFICE: (561) 226-9332

PROJECT INFORMATION:
**COACH'S DREAM
 (NC12453-S)**
 11234 HARRIS ROAD
 HUNTERSVILLE, NC 28078
 (CABARRUS COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 661-6351
 www.tepgroup.net
 N.C. LICENSE # C-1794

SEAL:



October 7, 2013

REV	DATE	ISSUED FOR:
1	10-07-13	CONSTRUCTION
0	10-04-13	PRELIMINARY

DRAWN BY: JHJ CHECKED BY: KSM

SHEET TITLE:
**AT&T SHELTER
 ELEVATIONS**

SHEET NUMBER:
C-8

REVISION:
1

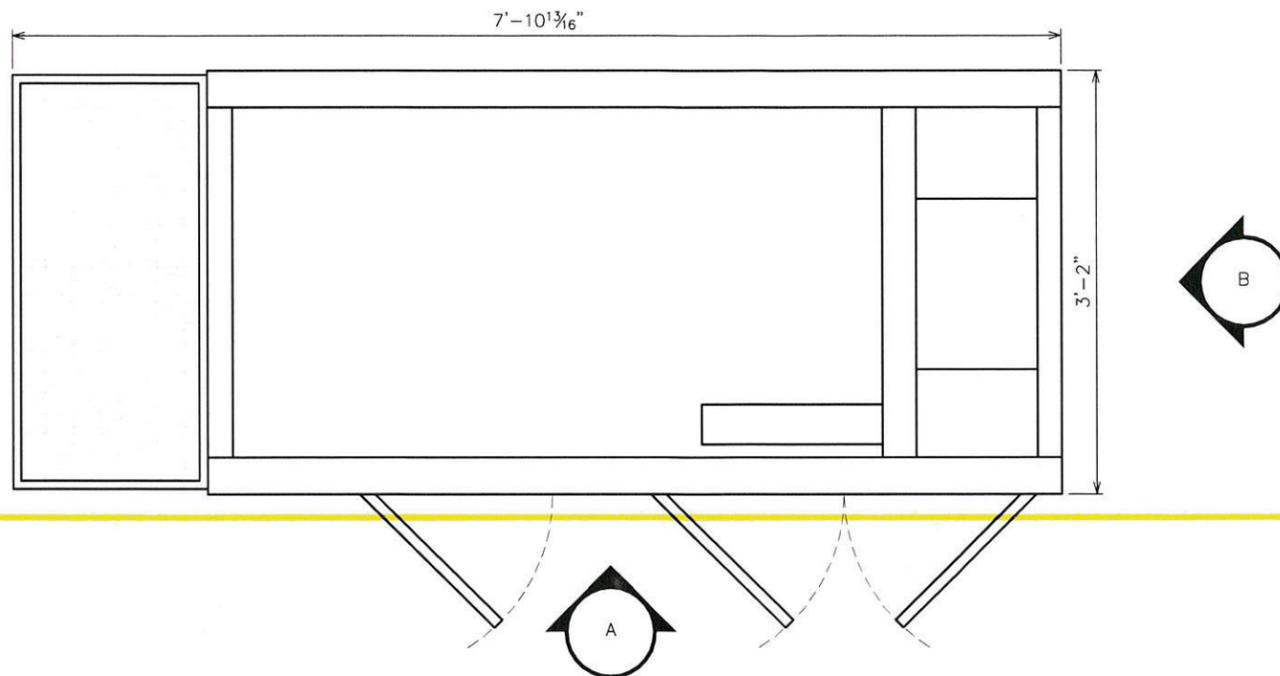
TEP #: 50053

GENERATOR NOTE:

50KW INDUSTRIAL DIESEL GENERATOR
BY GENERAC.

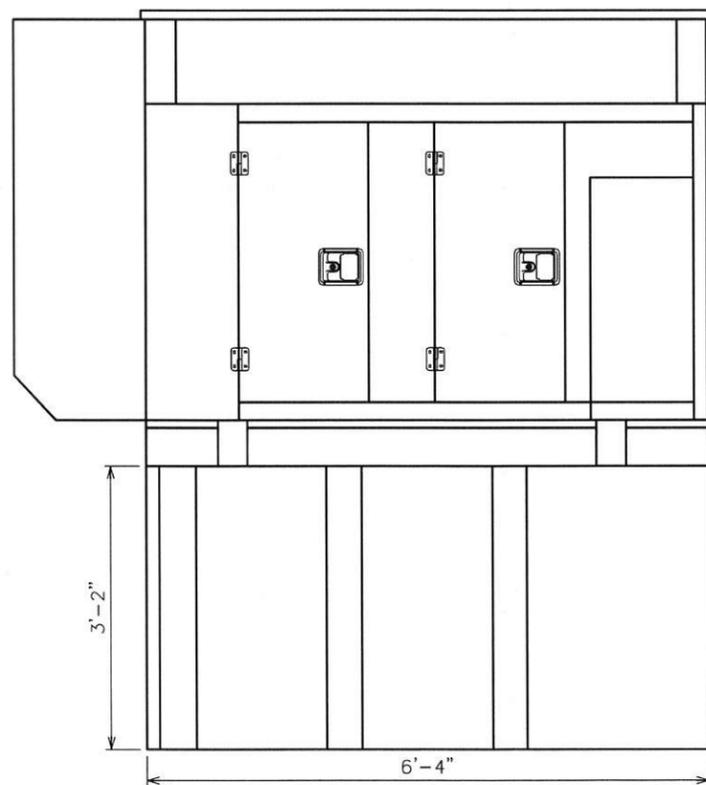
TANK NOTES:

1. TANK PART NUMBER: OJ20340ST03
2. TOTAL CAPACITY: 821 LITERS [217 GALLONS]
3. USEABLE CAPACITY: 795 LITERS [211 GALLONS]
4. DRY WEIGHT: 460 KG [1015 LBS]



GENERATOR LAYOUT

SCALE: 3/4" = 1'-0"

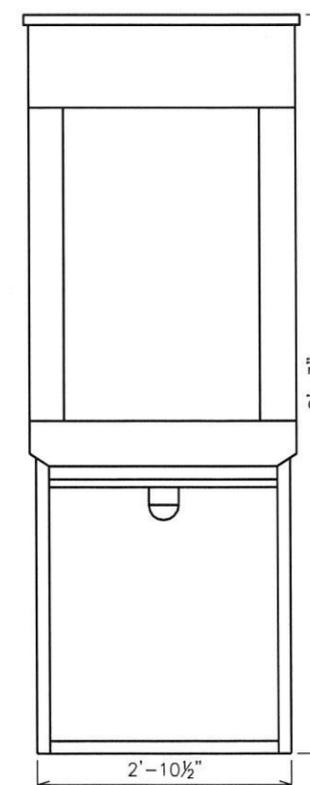


NOTE:

ANCHOR GENERATOR FUEL TANK TO
CONCRETE PAD PER GENERAC
DESIGN DRAWINGS.

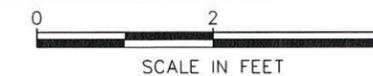
ELEVATION A

SCALE: 1/2" = 1'-0"



ELEVATION B

SCALE: 1/2" = 1'-0"



APPLICANT/LESSEE:



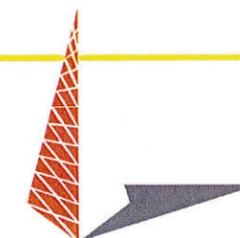
5900 BROKEN SOUND PARKWAY NW
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

**COACH'S DREAM
(NC12453-S)**

11234 HARRIS ROAD
HUNTERSVILLE, NC 28078
(CABARRUS COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net
N.C. LICENSE # C-1794

SEAL:



October 7, 2013

REV	DATE	ISSUED FOR:
1	10-07-13	CONSTRUCTION
0	10-04-13	PRELIMINARY

DRAWN BY: JHJ CHECKED BY: KSM

SHEET TITLE:

**AT&T GENERATOR
ELEVATIONS**

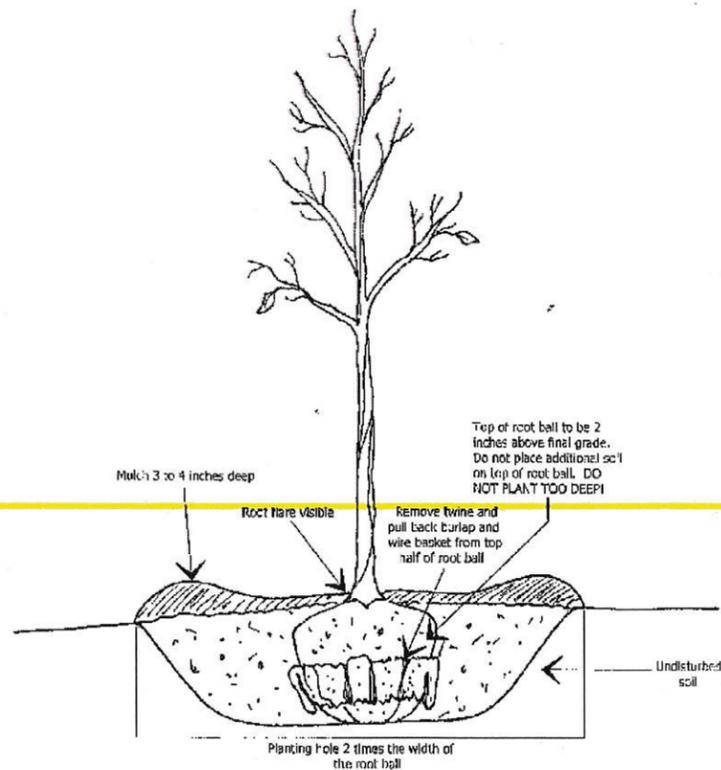
SHEET NUMBER:

C-10

REVISION:

1

TEP #: 50053



NOTES:

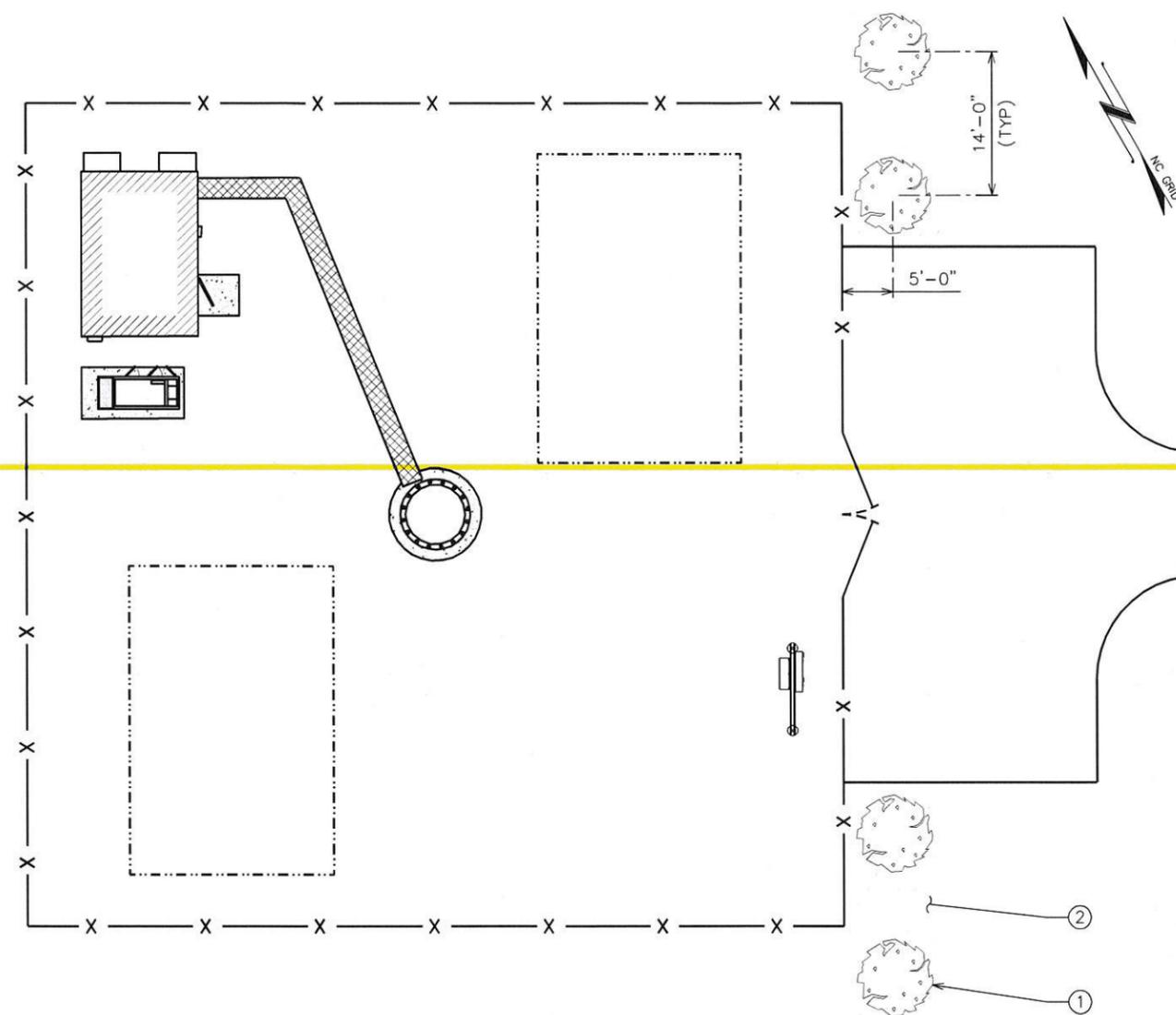
1. ALL TREES ARE TO BE NURSERY GROWN AND LOCALLY ADAPTED, BAIL AND BURLAP (B&B) PREFERRED. MINIMUM TREE SIZE IS 2" CALIPER
2. REMOVE ALL TREATED OR PLASTIC-COATED BURLAP, STRAPPING, WIRE OR TWINE FROM ROOT BALL.
3. FOR CONTAINER GROWN TREES, CAREFULLY REMOVE THE PLANT FROM THE CONTAINER AND CUT ANY MATTED OR CIRCLING ROOTS.
4. WATER TREE AFTER PLANTING. FOR MULCH, USE PINE NEEDLES OR SEASONED MULCH AND USE NO MORE THAN 3 TO 4 INCHES DEEP.
5. TREE WRAP IS OPTIONAL.
6. STAKING IS OPTIONAL. RUBBER HOSE AND ROPE OR WIRE FOR STAKING IS NOT RECOMMENDED. 3/4" NYLON STRAP OR TREE BRACE STRAP IS PREFERRED. STAKING SHOULD BE REMOVED AFTER ONE GROWING SEASON.

SHRUB PLANTING DETAIL

SCALE: N.T.S.

LANDSCAPING PLAN

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



APPLICANT/LESSEE:



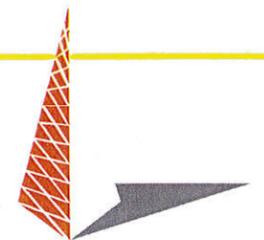
5900 BROKEN SOUND PARKWAY NW
BOCA RATON, FL 33487
OFFICE: (561) 226-9332

PROJECT INFORMATION:

**COACH'S DREAM
(NC12453-S)**

11234 HARRIS ROAD
HUNTERSVILLE, NC 28078
(CABARRUS COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

SEAL:



October 7, 2013

PLANTING SCHEDULE

ITEM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT @ PLANTING	HEIGHT @ 2 YRS.	SPREAD/CALIPER	SPACING	REMARKS
TREE								
①	4	(ILEX OPACA)	AMERICAN HOLLY	15'-0" (MIN)	30'-0" (MIN)	N/A	14' O.C.	SHOWN AS
MULCH								
②	-	-	MULCH	-	-	-	-	APPLY 3"-4" DEEP FROM THE TRUNKLINE TO THE DRIPLINE. FOR GROUND COVER - APPLY 1"-2" DEEP

REV	DATE	ISSUED FOR:
1	10-07-13	CONSTRUCTION
0	10-04-13	PRELIMINARY

DRAWN BY: JHJ CHECKED BY: KSM

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER:
L-1

REVISION:
1

TEP #: 50053

**SBA COMMUNICATIONS, INC. INTENT TO PERMIT THE
SHARED USE/COLLOCATION ON THE PROPOSED TOWER**

In compliance with the telecommunications regulations for the Cabarrus County Communication facility requirements, SBA Communications, Inc. hereby acknowledges that it will allow collocation on the proposed tower. A written request for collocation, including technical requirements, should be submitted to _____ Elaine Tarkington at etarkington@sbsite.com or 919-868-0426 _____.

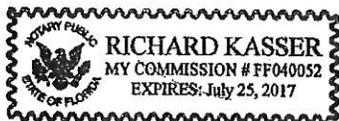
Sincerely,

Wade H. Miller
Director

BY:

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 28th day of AUGUST, 2013 by _____ (name of person providing oath or affirmation), who is personally known to me or who has produced _____ (type of identification) as identification.



Richard Kasser
Signature of Notary Public

My Commission Expires: JULY 25, 2017



SBA Communications, Inc. acknowledges that the proposed facility will be constructed in accordance with the Federal Communications Act 47 U.S.C §332 as amended and the applicable rules promulgated by the Federal Communications Act.

SBA Communications Corporation
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797



T + 561.995.7670
F + 561.995.7626

sbasite.com

Suitability of existing tower, structures, or alternative technology statement

Cabarrus County,

SBA has exhausted all suitable locations for placement of our wireless structure. This is our only viable candidate to meet carrier wireless needs. In addition, AT&T, our anchor tenant, finds this to be their only suitable site for their wireless equipment. AT&T has exhausted all other avenues, such as alternate structures or alternate technology.

This tower is the only tower that SBA has in the search ring, and there are no other towers in the search ring that meet AT&T's RF-coverage needs.

A handwritten signature in blue ink, appearing to read "David Domrese".

David Domrese
Property Specialist II – New Tower Development



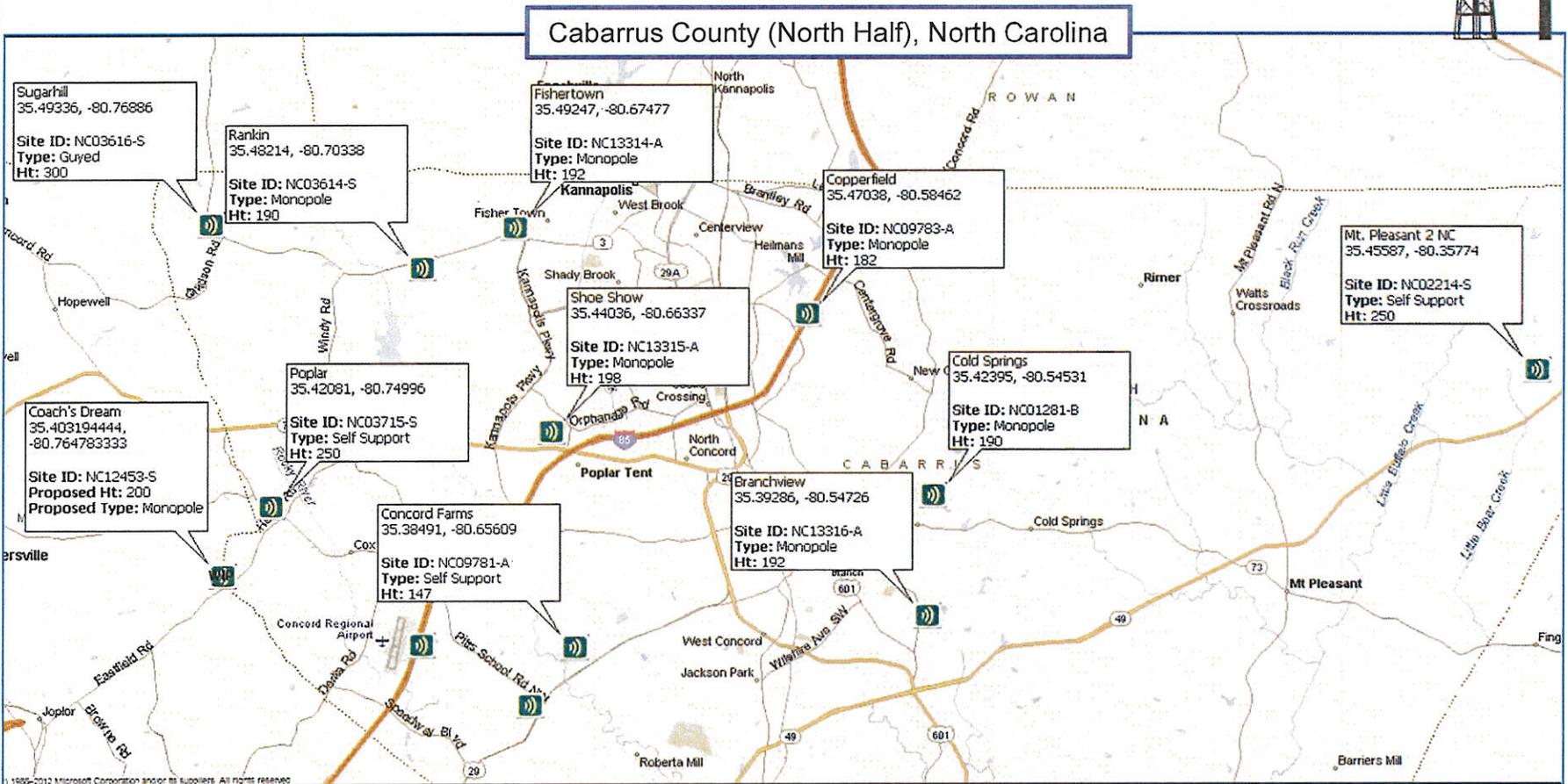
SBA COMMUNICATIONS CORPORATION
5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

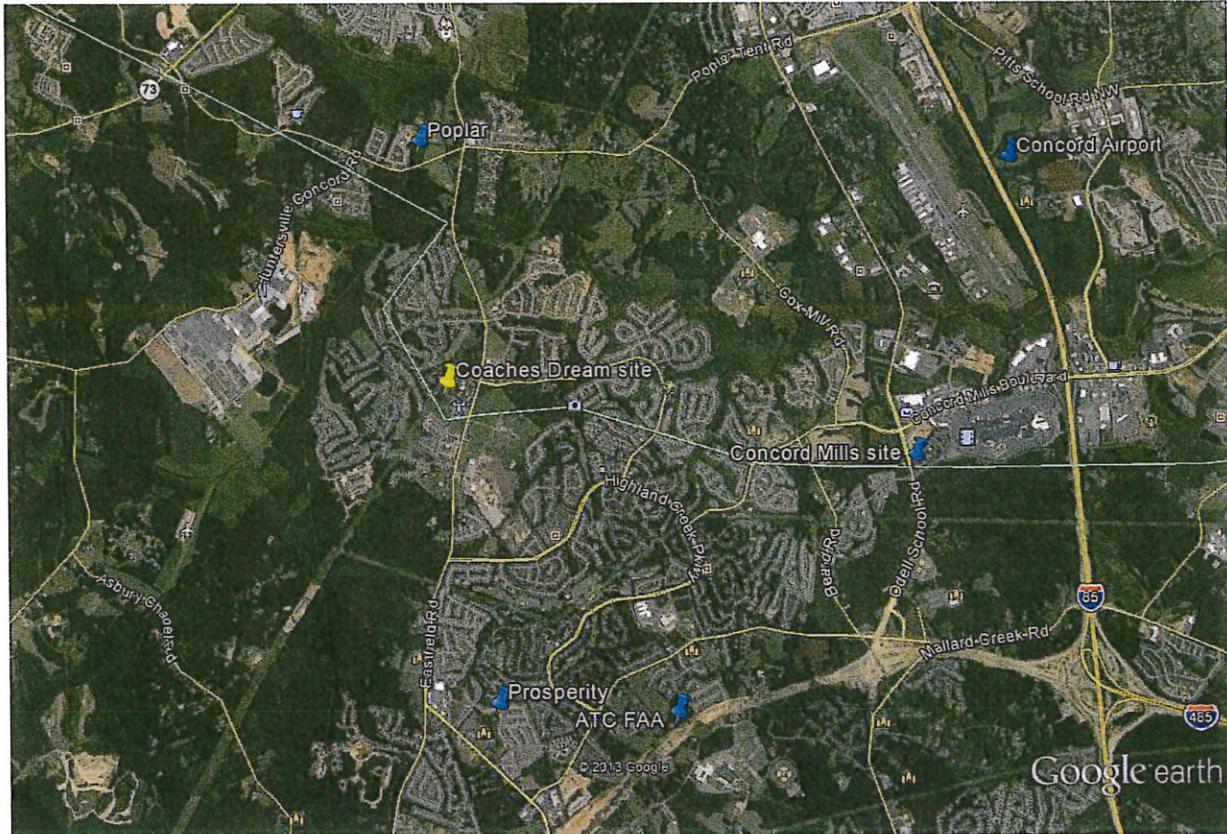
561.226.9474 + T
561.226.3572 + F

ddomrese@sbasite.com

Your Signal Starts Here.

Existing SBA Owned Tower Sites





Distance to Coach's Dream Site

Prosperity 074-197/ Site ID 813516/ Monopole/241 ft./ATT&T – 1.83 Miles

ATC FAA- Proposed Height- 199'/ 2.25 Miles

Poplar – Site ID NC03715-5/Self Support/250ft/ Nextel, Cingular, Verizon, Suncom, Conterra/1.55 Miles

Concord Airport- Site ID NC09780-A/Monopole/109ft/ Cingular, Suncom/3.64 Miles

Concord Mills- Tower/130ft/Five Carriers/2.77 Miles

September 5, 2013

Mr. Mauricio Agredo
SBA Network Services, Inc.
5900 Broken Sound Parkway Northwest
Boca Raton, FL 33487

RE: Proposed 195' Monopole at Coach's Dream, NC (Sabre Proposal #14-3088-CJP)

Dear Mr. Agredo,

Upon receipt of order, we propose to design and supply the above referenced monopole for a Basic Wind Speed of 90 mph with no ice and 30 mph with 3/4" ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

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

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above "folding over" onto the portion below, essentially collapsing on itself within a radius of the height of the structure. **Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles.** In the unlikely event of total separation, this, in turn, would result in collapse of the section above, within a radius of 149 feet.

Sincerely,

Robert E. Beacom, P.E.
Engineer



OPTION & LAND LEASE

This Option and Land Lease, hereinafter referred to as "Lease", is made the last day executed below by and between MYRA'S DREAM LLC, a North Carolina limited liability company having an address of 14647 Eastfield Road, Huntersville, North Carolina 28078, hereinafter referred to as "Lessor", and SBA TOWERS II LLC, a Florida limited liability company, having an office at 5900 Broken Sound Parkway, N. W., Boca Raton, Florida 33487-2797, hereinafter referred to as "Lessee."

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 [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, Rent (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 and Lessee shall be entitled to a credit for all Option Fees paid against Rent due under this Lease.

(c) During the Option Period, Lessee shall have the right to enter Lessor's property 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.

(d) Lessee may exercise the Option by delivery of written notice to Lessor in accordance with the Notice provision specified herein. Upon Lessee's exercise of the Option, the Lease which follows will take effect.

2. Leased Space and Premises. Upon Lessee's exercise of the Option, Lessor shall lease, and hereby leases, to Lessee approximately 10,000 (100' x 100') square feet of space as depicted in Exhibit A attached hereto (the "Leased Space") within the property commonly known as 14647 Eastfield Road, City of Huntersville, County of Cabarrus, State of North Carolina 28078, Property Parcel ID: 4670460288000 with the legal description set forth in Exhibit B attached hereto ("Premises"). 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 parent parcel description 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 a wireless communications facility, including a communications tower, antennas, cables, and related structures and improvements (collectively 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 free 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 six (6) 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. The rent for the first five (5) years of the Lease will be [REDACTED] (the "Rent"), paid monthly in advance, 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. Beginning with the sixth (6th) year of the Lease and every fifth (5th) year thereafter, the then current monthly rental fee will be increased by [REDACTED]. Each such year shall commence on the corresponding anniversary of the Commencement Date. 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. 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. 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 property of Lessor. In all events, the Easement and this Lease shall be binding upon all subsequent owners, successors and assigns.

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

6. Title and Quiet Possession. Lessor represents and covenants that Lessor owns 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:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
None	

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.

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space 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. Lessee's obligations hereunder are conditioned upon receipt by Lessee, within ten (10) business 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, of a Subordination, Non-disturbance and Attornment Agreement 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) Secured Parties. Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lenders") a

lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space (the "Personal Property") as collateral security for the repayment of any indebtedness to the Lenders. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Should Lender exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lenders as if same had been exercised by Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within fifteen (15) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lenders within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lenders' interest therein or surrendered, terminated or cancelled, without the prior written consent of Lenders. If the Lease is terminated as a result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lenders or their designee on the same terms as the Lease within fifteen (15) days of Lenders' request made within thirty (30) days of notice of such termination or rejection, provided Lenders pay all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. In the event Lessor gives Lessee any notice of default under the terms of the Lease, Lessor shall simultaneously give a copy of such notice to Lender at an address to be supplied by Lessee. Lessee shall have the right to record a memorandum of the terms of this paragraph.

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, the breach of which might result in a penalty on Lessor or forfeiture of Lessor's title to 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.** Lessee may sublet all or part of the Leased Space or may assign or transfer this Lease in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under this Lease. Lessor may not assign this Lease or any rights thereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion. 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.

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: Myra's Dream LLC
14647 Eastfield Road
Huntersville, NC 28078
Phone # - (704) 949-1545
Mobile # - (704) 201-4287
Email: myra@nomadaquatic.com

Rent Payable to: Myra's Dream LLC
14647 Eastfield Road
Huntersville, NC 28078

To Lessee: SBA Towers II LLC
5900 Broken Sound Parkway, N. W.
Boca Raton, FL 33487-2797
RE: Coach's Dream / NC12453-S
Attn: Site Administration
Phone # - (561) 995-7670

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 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.** Lessor - Lessor, at all times during the initial term or renewal term of this Lease, will maintain in full force a comprehensive public liability insurance policy covering all of their operations, activities, liabilities and obligations on the Leased Space, having limits not less than One Million Dollars (\$1,000,000) which will name Lessee as an additional insured party. On or before the Commencement Date, Lessor will give Lessee a certificate of insurance evidencing that such insurance is in effect. Such insurance shall name Lessee as an additional insured with respect to the Leased Space, 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 Lessee of any cancellation of such policy. Lessor shall deliver to Lessee a renewal certificate evidencing that such insurance is in effect within ten business days of Lessee's request for such insurance. Lessee - Lessee, at all times during the term(s) of this Lease, will maintain in full force a comprehensive public 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 Expense.** 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.

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 willful misconduct, 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. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than sixty (60) days prior written notice to cure, 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; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Assignment Agreement; (ix) a material default by Lessor occurs; (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 site 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 site for its intended purpose; or (xiv) if Lessee determines, in its sole discretion, that it will be unable to use the site 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. Any rental fees paid prior to the termination date will be retained 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 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.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay Rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure. No such failure to cure a material default, however, will be deemed to exist if Lessee has commenced to cure such default within said period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a material default will be excused if due to causes beyond the reasonable control of Lessee.

18. Exclusivity. 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 Lease. 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, 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 property 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, 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 any Non-Disturbance Agreement 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. If at any time during the initial term or renewal term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Leased Space and/or Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to purchase the Leased Space for a pro-rata price based on the size that the Leased Space is to the portion of the Premises described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer or exercise Lessee's right to purchase the Leased Space and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Space in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Lessor shall not, at any time during the initial term or renewal term of the Lease, grant any interest in any portion of the Leased Space or any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

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.

COMMENCEMENT DATE: The date that Lessee exercises its Option.

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

LESSOR: MYRA'S DREAM LLC,
a North Carolina limited liability company

LESSEE: SBA TOWERS II LLC,
a Florida limited liability company

By: Myra W Billings
Name: Myra Billings
Title: Owner
Date: 06/23/10

By: [Signature]
Name: ~~Alyssa Houlahan~~ Jason Silberstein
Title: ~~Director of Leasing~~ Senior Vice President, Property Management
Date: 6/29/10

Witness: Heigh Ann Brown
Print Name: Heigh Ann Brown

Witness: [Signature]
Print Name: Am Kaufman

Witness: Judy Lynn McCoy
Print Name: JUDY LYNN MCCOY

Witness: Edith Sandlot
Print Name: Edith Sandlot

Notary Public:
I do hereby certify that MYRA BILLINGS, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Notary Public: Jason Silberstein
I do hereby certify that ~~ALYSSA HOULIHAN~~, who is personally known to me, or who has proved by sufficient evidence to be the person named herein, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 23 day of June, 2010.

Witness my hand and seal this 29th day of June, 2010.

Brenda E. Anderson
Notary Signature

Wendy Carrick
Notary Signature

NOTARY PUBLIC-STATE OF FLORIDA
Wendy Carrick
Commission # DD933314
Expires: NOV. 30, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

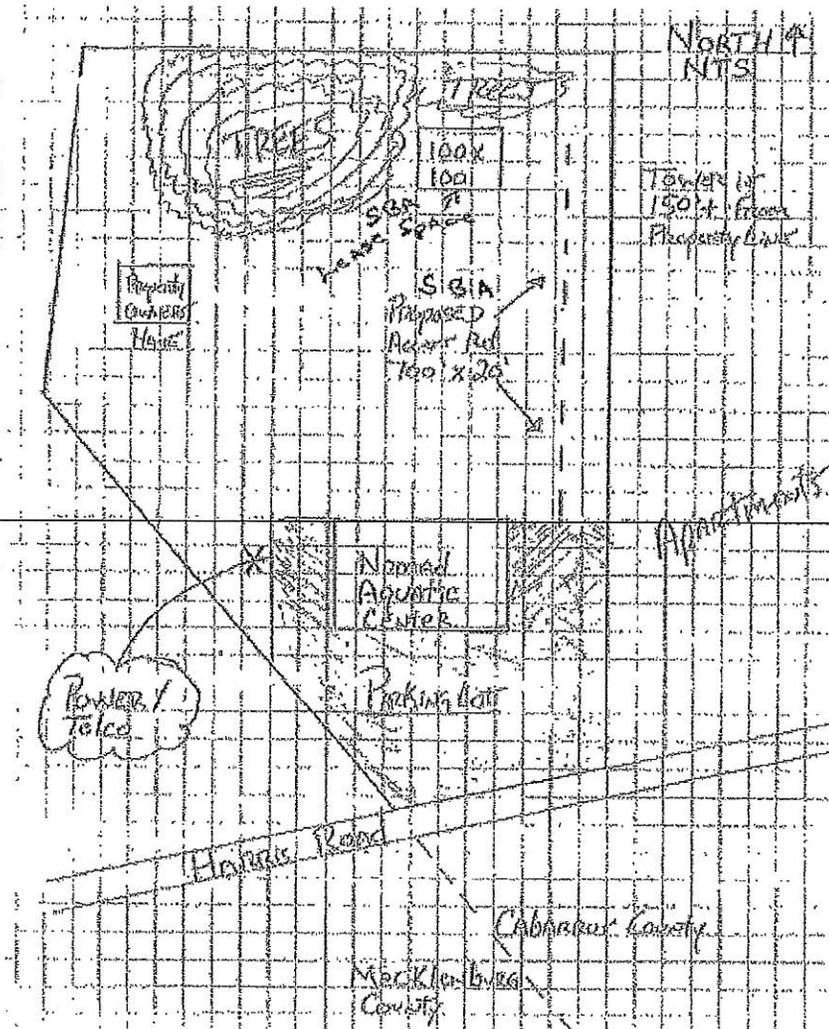


EXHIBIT A

Current Sketch/Survey of the Leased Space within the Premises

The Leased Space shall consist of 10,000 (100' x 100') 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: meB

Initials: [Signature]

EXHIBIT B

**LEGAL DESCRIPTION
ATTACH LEGAL DESCRIPTION FROM DEED**

The Leased Space shall consist of 10,000 (100' x 100') 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

All that certain 25.003 acre tract of land, situate, lying and being partly in Number 3 Township, Cabarrus County, North Carolina, and partly in Melford Creek Township, Mecklenburg County, North Carolina, as shown on survey entitled "COMPOSITE BOUNDARY SURVEY EASTFIELD ROAD PROJECT," prepared by Sam F. Williams, North Carolina Professional Land Survey (Registration Number L-1768) of Yarbrough - Williams & Associates, Inc., dated October 22, 1998 and more particularly described as follows:

To find the true point and place of Beginning; commence at a G.P.S. Monument Set at elevation 668.00 feet having North Carolina Grid Coordinates of N = 609,603.257 and E = 1,477,562.829 (NAD 83); thence South 19-06-47 West 1,641.29 feet to Geodetic Monument 018 FFH found at elevation 705.12 feet, having North Carolina Grid Coordinates of N = 608,652.681 and E = 1,477,032.499 (NAD 83); thence North 39-09-54 West 1,021.77 feet to an iron set on the northernmost corner of the property conveyed to Joseph O. Bracey by instrument recorded in Book 842, Page 57, Cabarrus County Public Registry, said iron pin set having North Carolina Grid Coordinates of North = 608,844.767 and East = 1,476,387.293 (NAD 83); thence with the northwestern boundary of the Joseph O. Bracey property (now or formerly) South 52-20-28 West 369.44 feet to an iron found on the northern boundary of the property conveyed to Lewis J. Hilton and Bobby R. Hilton by instruments recorded in Book 591, Page 245, Cabarrus County Public Registry and Book 5298, Page 483, Mecklenburg County Public Registry; thence with the northern, western and southwestern boundaries of the Lewis J. Hilton and Bobby R. Hilton property (now or formerly) the following nine (9) courses and distances: (1) South 74-10-53 West 566.77 feet to an iron found; (2) North 45-24-16 West 296.76 feet to an iron found; (3) South 56-38-24 West 820.96 feet to an iron found; (4) North 85-26-28 West 601.17 feet to an iron found in the line of property conveyed to Louise E. Shinn by instrument recorded in Book 1635, Page 467, Mecklenburg County Public Registry; (5) continuing with the line of Louise E. Shinn (now or formerly) South 07-08-43 West 40.26 feet to an iron found in the line of property conveyed to Walter W. Ewart and George W. Ewart by instrument recorded in Book 2066, Page 272, Mecklenburg County Public Registry; (6) continuing with the line of Walter W. Ewart and George W. Ewart (now or formerly) South 13-45-20 West 187.04 feet to an iron found in the northeast corner of property conveyed to J. W. Brown and Thomas G. Brown by instrument recorded in Book 1239, Page 42, Mecklenburg County Public Registry; (7) continuing with the line of J. W. Brown and Thomas G. Brown (now or formerly) South 18-51-38 West 268.36 feet to an iron found in the line of property conveyed to John Woodley Wallace, Sr. by instrument recorded in Book 4219, Page 858, Mecklenburg County Public Registry; (8) continuing with the line of John Woodley Wallace, Sr. (now or formerly) South 16-33-26 West 127.62 feet to an iron set in the northwest corner of property conveyed to John Woodley Wallace, Sr. and wife, Betty Belk Wallace by instrument recorded in Book 3737, Page 576, Mecklenburg County Public Registry; and (9) continuing with the line of John Woodley Wallace, Sr. and wife, Betty Belk Wallace (now or formerly) South 58-07-25 East 879.15 feet to an iron set on the centerline of the 200' Duke Power Company right-of-way (Duke Power Reference Drawing No. 100-118) marking the TRUE POINT AND PLACE OF BEGINNING; thence continuing with the southwestern boundary of the Lewis J. Hilton and Bobby R. Hilton property (now or formerly) South 58-07-25 East 68.66 feet to an iron set on the southeastern boundary of the property conveyed to John Woodley Wallace, Sr. & wife, Betty Belk Wallace by instrument recorded in Book 3737, Page 816, Mecklenburg County Public Registry; thence through the John Woodley Wallace, Sr. & wife, Betty Belk Wallace property (now or formerly) South 02-29-44 East 1,224.89 feet (passing an iron set on the southern margin of the right-of-way of Allen Harris Road (State Road 1449) at 1,164.89 feet) to a calculated point on the centerline of Allen Harris Road; thence with the centerline of Allen Harris Road and upon passing back into Mecklenburg County, continuing with the centerline of Eastfield Road (State Route 2459) the following three (3) courses and distances: (1) South 56-59-05 West 361.49 feet to a calculated point; (2) with the arc of a circular curve to the right having a radius of 104,814.30 feet for an arc distance of 300.00 feet (said curve being subtended by a chord bearing South 56-54-10 West 300 feet) to a calculated point; and (3) South 56-49-15 West 195.04 feet to a calculated point; thence leaving the centerline of Eastfield Road North 09-39-07 West 1,494.24 feet (passing an iron set on the northern margin of the right-of-way of Eastfield Road at 60.00 feet) to an iron set on the centerline of the 200' Duke Power Company right-of-way; thence with the centerline of the 200' Duke Power Company right-of-way, the following two (2) courses and distances: (1) North 73-27-48 West 481.20 feet to an iron set; and (2) North 73-24-55 East 413.24 feet to the TRUE POINT AND PLACE OF BEGINNING; less and except from the above-described property the property containing 2.006 acres, more or less, conveyed to Steven G. Billings by instrument recorded in Book 765, Page 115, Cabarrus County Public Registry.

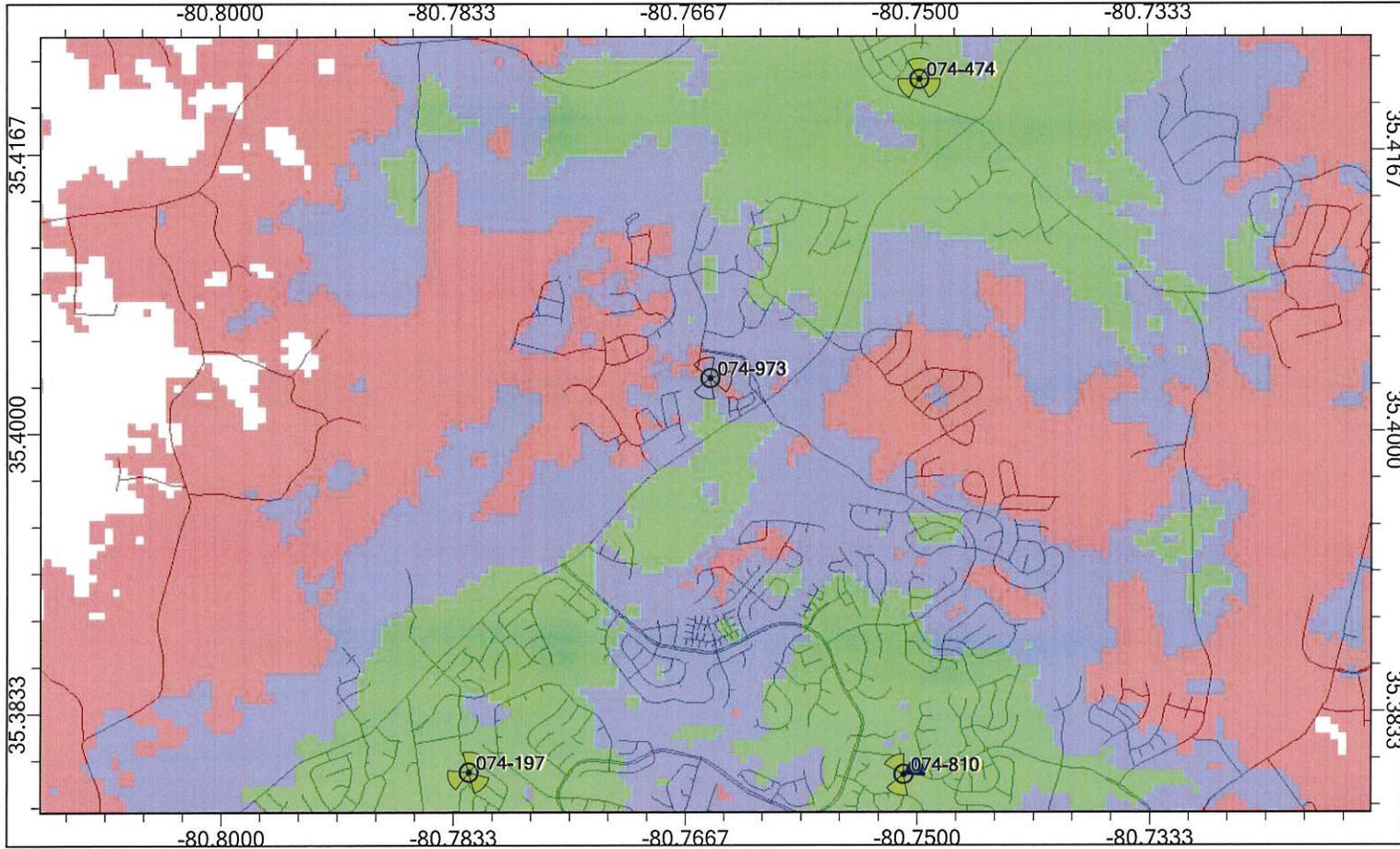
East

Initials: mB

Initials: [Signature]



Current Area Existing Coverage

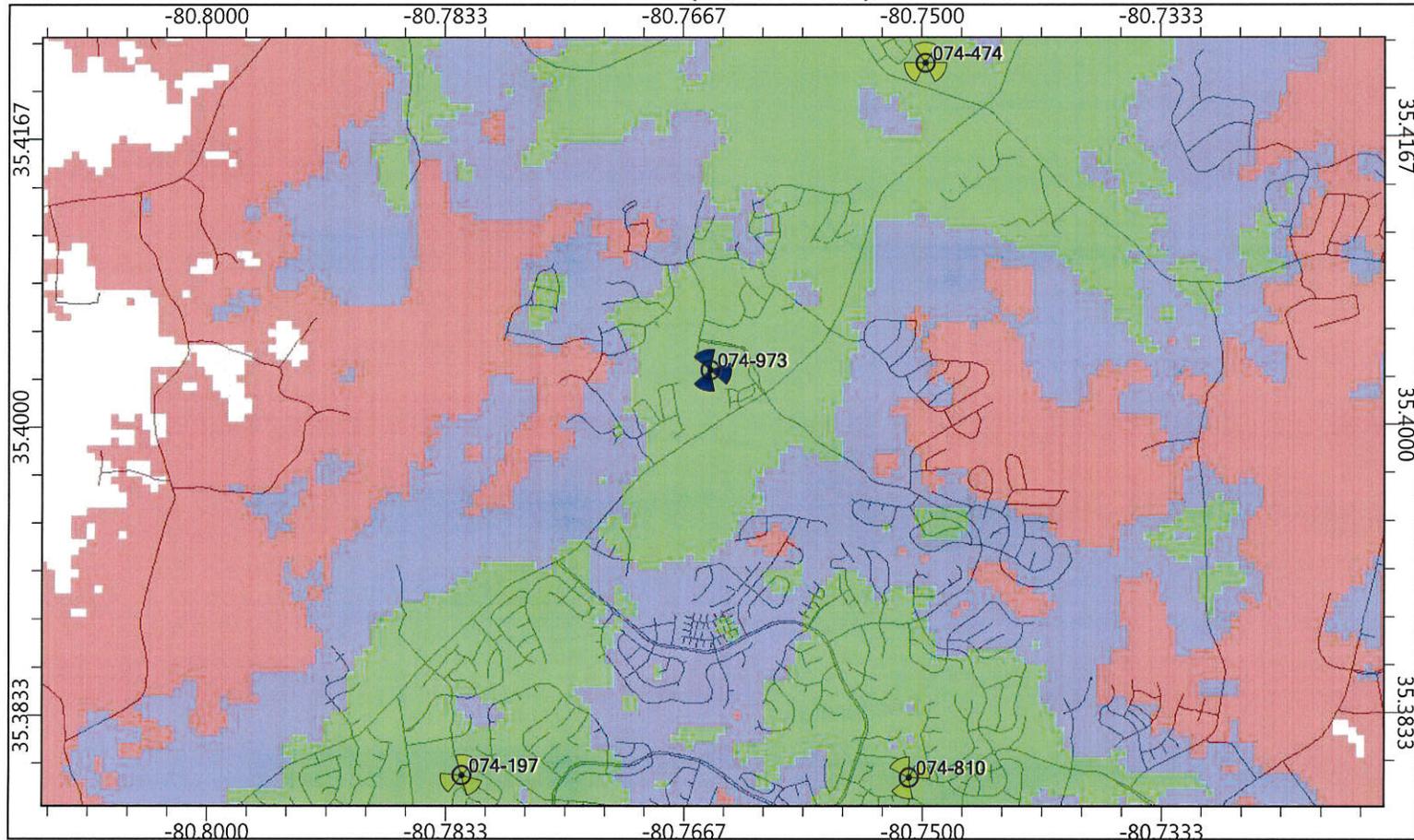


Zoning - RSCP (dBm)

- Commercial Indoor (dBm) >=-75
- Residential Indoor (dBm) >=-85
- In Vehicle (dBm) >=-98

CASE#: CUSE2013-00004
APPLICANT: SBA Communication, Inc
EXHIBIT: 2

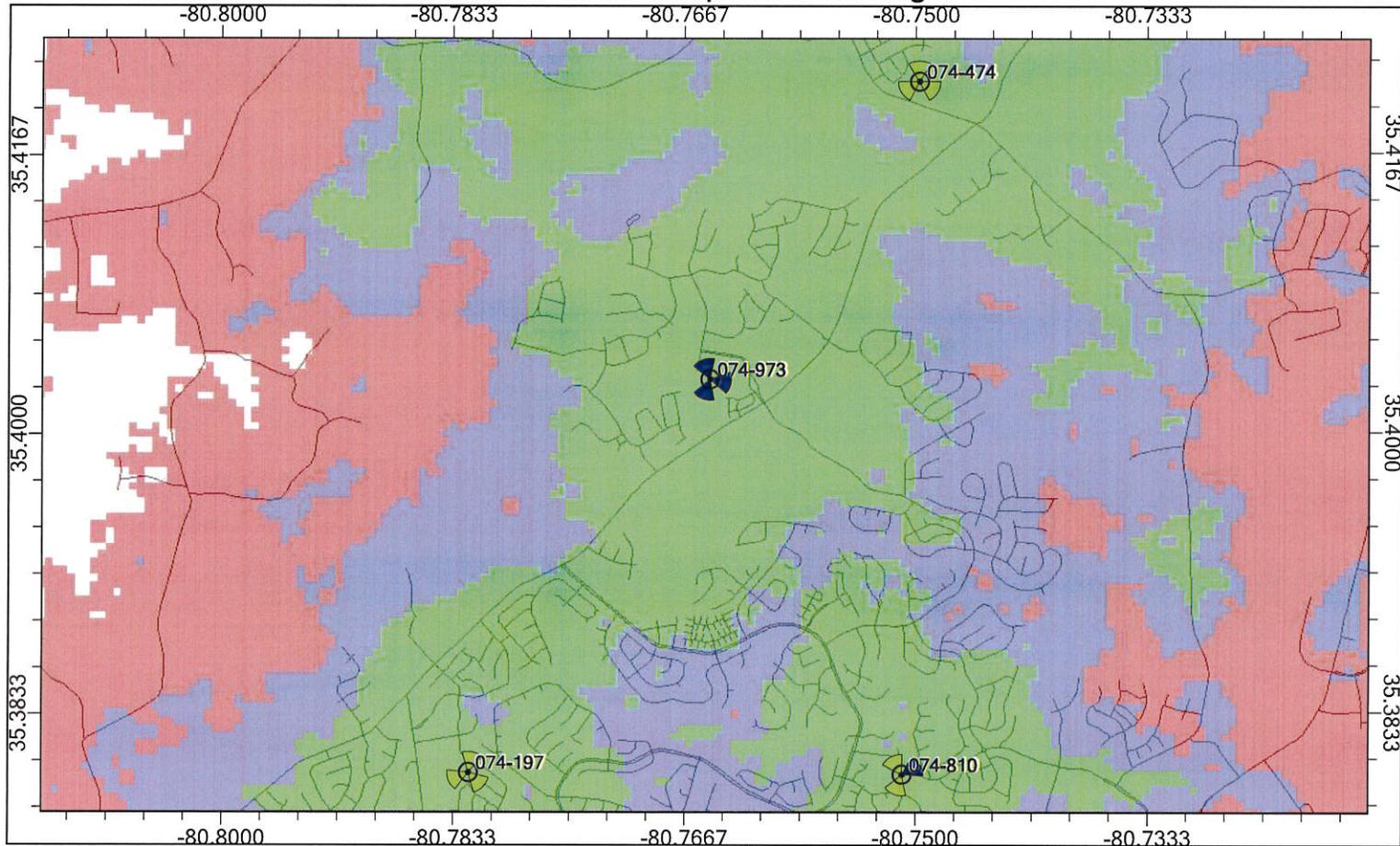
074-973 (TT_100 FT)



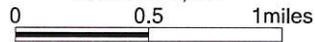
Zoning - RSCP (dBm)

- Commercial Indoor (dBm) ≥ -75
- Residential Indoor (dBm) ≥ -85
- In Vehicle (dBm) ≥ -98

074-973 New Proposed Coverage



Scale: 1:43,693



Zoning - RSCP (dBm)

- Commercial Indoor (dBm) >=-75
- Residential Indoor (dBm) >=-85
- In Vehicle (dBm) >=-98