

AGENDA
ESCAMBIA COUNTY BOARD OF ADJUSTMENT
March 18, 2020–8:30 a.m.
Escambia County Central Office Complex
3363 West Park Place, Room 104

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.
4. Proof of Publication and waive the reading of the legal advertisement.
5. Approval of Resume Minutes.
- A. Approval of Resume Meeting Minutes from the February 19, 2020, Board of Adjustment Meeting.
6. **Consideration of the following cases:**
 - A. **Case No.: CU-2020-02**
Address: 633 Silvershore Dr
Request: request an accessory structure in front yard of a waterfront lot
Requested by: Brian and Lynn Waters, Owners
 - B. **Case No.: CU-2020-03**
Address: 1100 BLK BYRNEVILLE RD
Request: Conditional Use to allow for a commercial telecommunications tower greater than 150 feet in height.
Requested by: Baker Donelson Law Firm, Agent for Central Water Works, Inc, Owner
 - C. **CASE NO.: AP-2020-01 ** APPLICANT HAS FILED A MOTION TO CONTINUE ****
ADDRESS: 16477 Perdido Key Drive
REQUESTED APPEAL: The Applicant is requesting an appeal of the Development Review Committee's (DRC) approval of project # 2001116PSP, Perdido Key Beach Access #4 Improvements.
REQUESTED BY: William J. Dunaway, Agent for Seafarer Condominium Association
7. Discussion Items.
8. Old/New Business.
9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, April 15, 2020, at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.
10. Adjournment.

Board of Adjustment

5. A.

Meeting Date: 03/18/2020

Attachments

Draft February 19, 2020 Board of Adjustment Meeting Minutes

DRAFT

RESUMÉ OF THE MEETING OF THE BOARD OF ADJUSTMENT HELD February 19, 2020

CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE, BOARD CHAMBERS
PENSACOLA, FLORIDA
(8:31 A.M. – 8:59 A.M.)

Present: Auby Smith
Bill Stromquist
Judy Gund
Jennifer Rigby
Michael Godwin
Walker Wilson

Absent: Willie Kirkland, Jr.

Staff Present: Andrew Holmer, Division Manager, Planning & Zoning
Kayla Meador, Sr Office Assistant
Kristin Hual, Assistant County Attorney

REGULAR BOA AGENDA

1. Call to Order.
2. Swearing in of Staff and acceptance of staff as expert witness
3. Acceptance of the BOA Meeting Package with the Development Services Staff Findings-of-Fact, into evidence.

Motion by Vice Chairman Walker Wilson, Seconded by Board Member Auby Smith

Motion was made to accept the February 19, 2020, BOA meeting packet.

Vote: 6 - 0 Approved

4. Proof of Publication and waive the reading of the legal advertisement.

Motion by Board Member Michael Godwin, Seconded by Vice Chairman Walker Wilson

The Clerk provided proof of publication and motion was made to accept.

Vote: 6 - 0 Approved

5. Approval of Resume Minutes.

A. Approval of Resume Meeting Minutes from the January 15, 2020, Board of Adjustment Meeting.

Motion by Board Member Michael Godwin, Seconded by Vice Chairman Walker Wilson

Motion was made to approve the January 15, 2020, BOA Resume Meeting minutes.

Vote: 6 - 0 Approved

6. **Consideration of the following cases:**

0. **Case No.: CU-2020-01**

Address: 3422 McLean Ave.

Request: Conditional Use request to allow a place of worship in HDR zoning

Requested by: Cyrus Shams, Agent for the Islamic Center of Northwest Florida, Inc.

No BOA member acknowledged any ex parte communication regarding this item.

No BOA member acknowledged visiting the site.

No BOA member refrained from voting on this matter due to any conflict of interest.

Motion by Board Member Auby Smith, Seconded by Board Member Michael Godwin

Motion was made to accept Staff's Findings of Fact and approve the conditional use.

Vote: 6 - 0 Approved

7. Discussion Items.

8. Old/New Business.

9. Announcement.

The next Board of Adjustment Meeting is scheduled for Wednesday, March 18, 2020 at 8:30 a.m., at the Escambia County Central Office Complex, Room 104, 3363 West Park Place.

10. Adjournment.

Board of Adjustment**6. A.**

Meeting Date: 03/18/2020
CASE: CU-2020-02
APPLICANT: Brian Waters, Owner
ADDRESS: 633 Silvershore Dr
PROPERTY REFERENCE NO.: 51-2S-30-6052-000-010
ZONING DISTRICT: MDR, Medium Density residential (10 du/acre)
FUTURE LAND USE: MU-U, Mixed-Use Urban
OVERLAY DISTRICT: AIPD-2

SUBMISSION DATA:**REQUESTED CONDITIONAL USE:**

The applicant is requesting a Conditional use to place an accessory structure in the front yard of a waterfront lot.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 4-7.3(a)(4)b

(a) General conditions. Accessory uses and structures shall be allowed in compliance with the provisions of the applicable zoning district and this section.

(4) Location.

An accessory use or structure shall be located on the same lot as the principal use or structure. Accessory structures are limited to locations within side and rear yards, except as specifically allowed by LDC provisions, including the following:

b. Waterfront lots. Accessory structures may be located in the front yard of a waterfront lot if the structures are at least 60 feet from the front lot line and granted conditional use approval by the Board of Adjustment (BOA).

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section 2-6.4

CRITERION (a)

General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain 1- 5 below:

- 1.The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business.
- 2.The 1000-foot minimum distance is not achieved.

3. The conflicting uses are visible to each other.
4. Any on-premises consumption is outdoors.
5. Any conditions or circumstances mitigate any incompatibility.

FINDINGS-OF-FACT

The applicant has submitted a site plan showing a garage structure to be placed on the front yard of the property. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties.

CRITERION (b)

Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

FINDINGS-OF-FACT

There are public facilities and services available in the area of the subject parcel, which are currently being used by the applicant's home on the northern portion of the newly combined lot.

CRITERION (c)

On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

FINDINGS-OF-FACT

As the property is located on a dead end street, the traffic impact, pedestrian safety and emergency vehicle access will not be compromised.

CRITERION (d)

Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

FINDINGS-OF-FACT

The applicant stated that the proposed structure will not generate nuisances or hazard to adjoining properties. This conditional use will allow the applicant to enjoy the same rights as other homes in the area.

CRITERION (e)

Solid waste. All on site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

FINDINGS-OF-FACT

Based on the application, solid waste services are currently available through ECUA.

CRITERION (f)

Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

FINDINGS OF FACT:

The proposed structure does not require any additional screening or buffering due to the fact the use and zoning are residential.

CRITERION (g)

Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

FINDINGS OF FACT:

The applicant stated that no signs will be placed on the structure, and exterior lights will be for security which will not be a nuisance to neighbors.

CRITERION (h)

Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

FINDINGS OF FACT:

According to the County GIS system, the site appears to be in an AE flood zone. If the conditional use is approved, the applicant will submit plans that must meet all of the standards for construction in a FEMA designated Special Flood Hazard Area, as stated in the Land Development Code and the Florida Building Code.

CRITERION (i)

Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

FINDINGS OF FACT:

Given the unique configuration on the parcel facing multiple rights-of-ways, the submitted plan complies with the use requirements for this Conditional Use.

STAFF FINDINGS

Staff recommends approval of the Conditional Use as submitted.

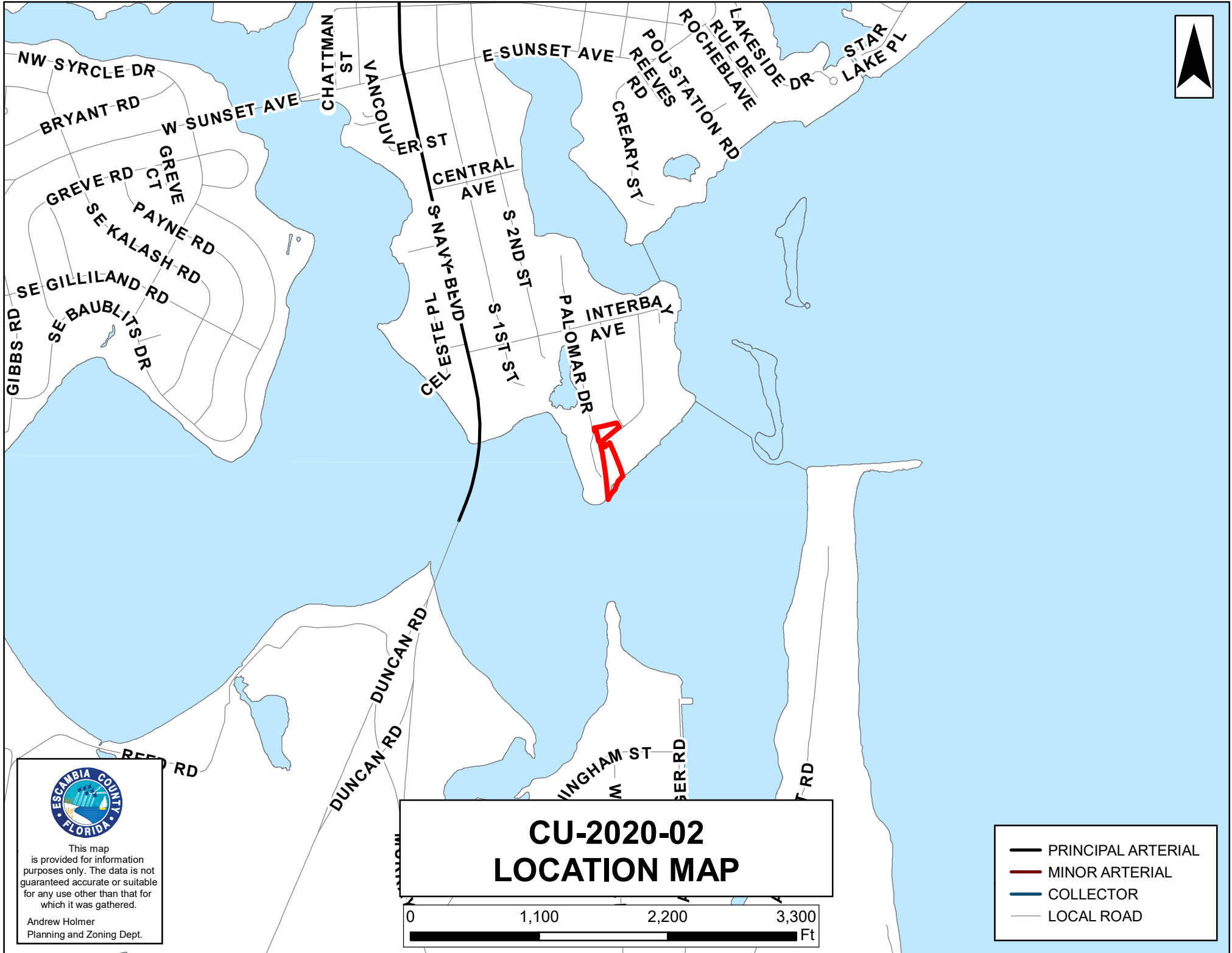
BOA DECISION

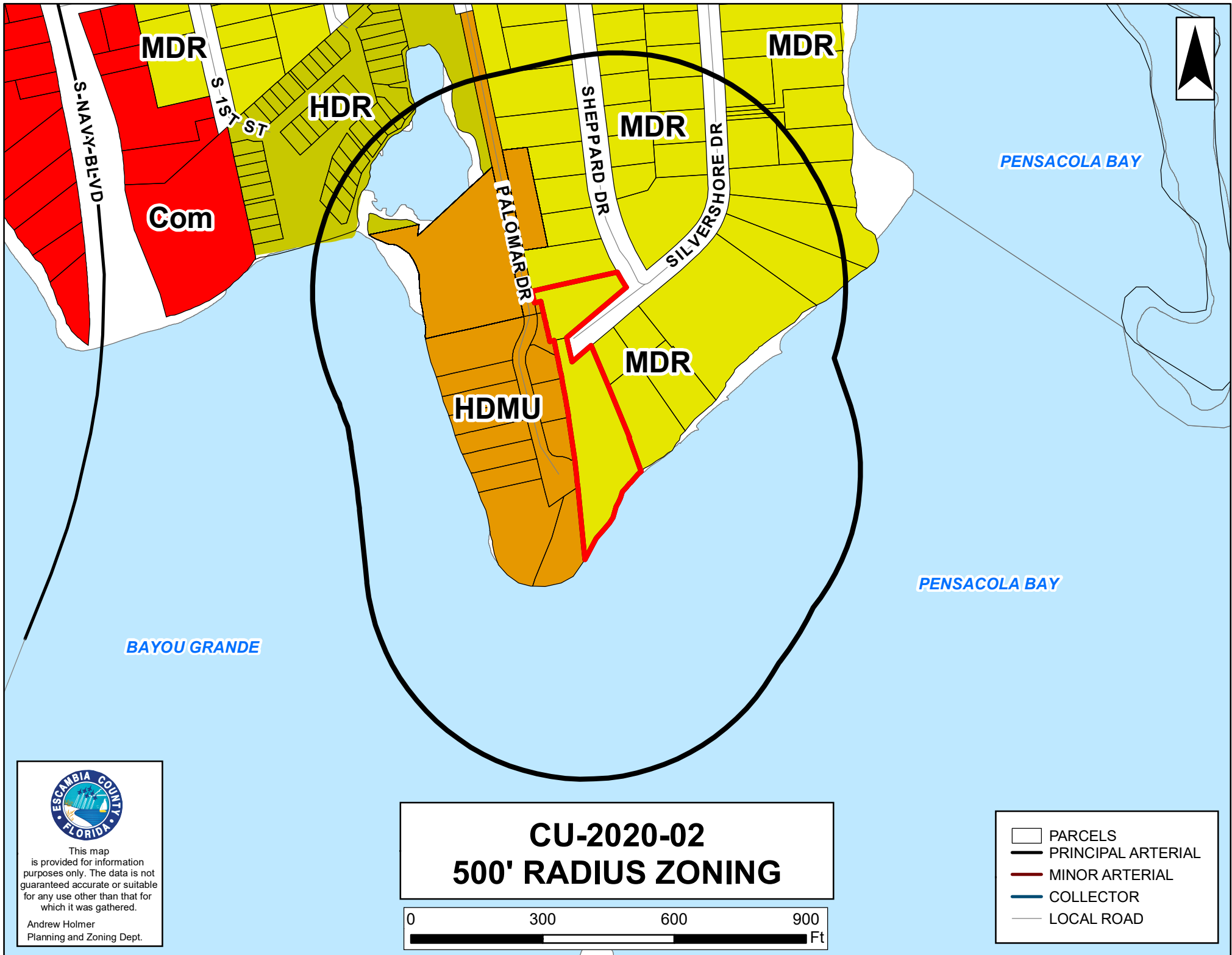
BOARD OF ADJUSTMENT FINDINGS

Attachments

Working Case File

CU-2020-02





MDR

MDR

HDR

MDR

Com

HDMU

MDR

PENSACOLA BAY

BAYOU GRANDE

PENSACOLA BAY



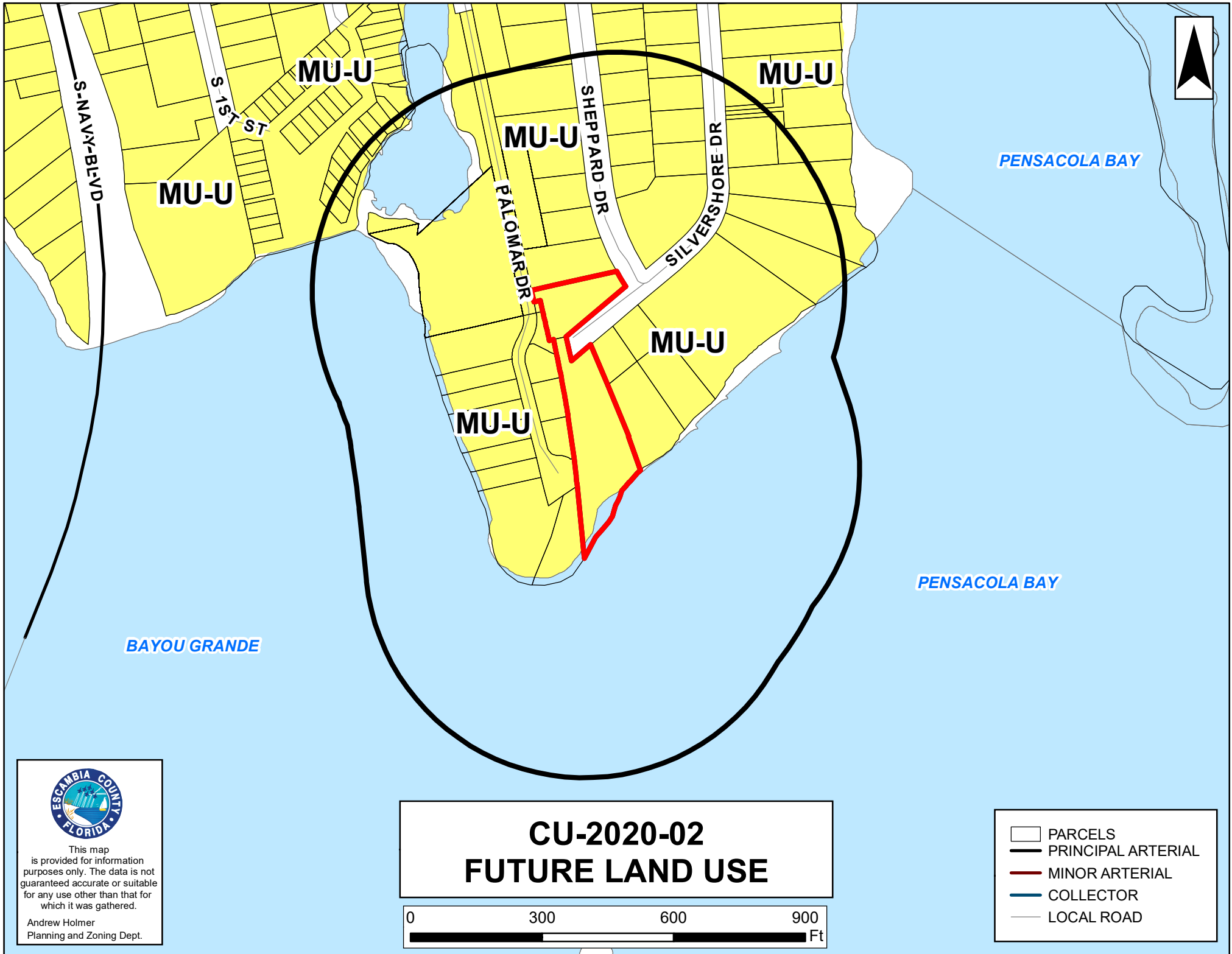
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CU-2020-02 500' RADIUS ZONING

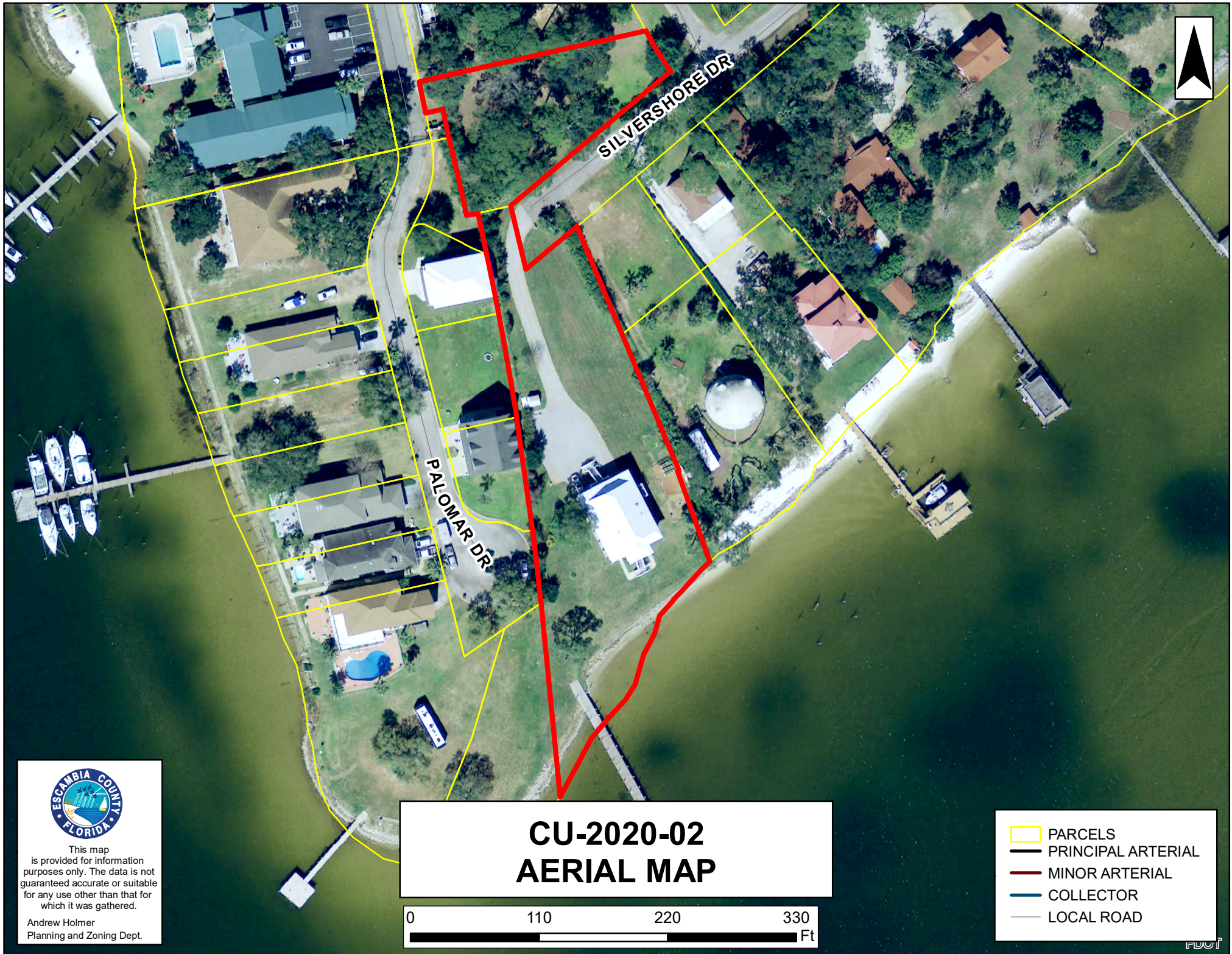


- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



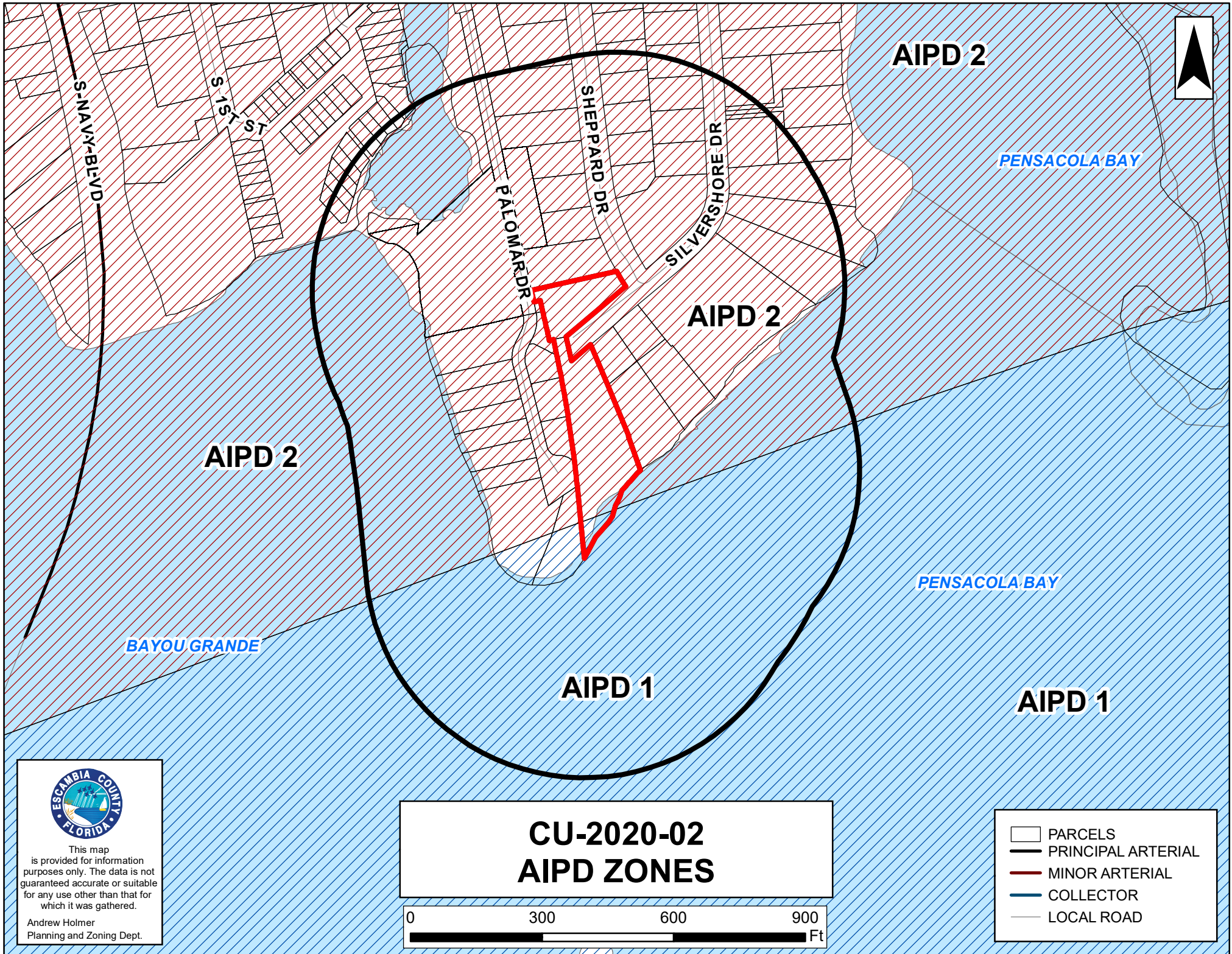
This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CU-2020-02 AERIAL MAP



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

 **NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST:

CASE NO.:

DATE: **TIME:**

LOCATION OF HEARING
ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM

FOR MORE INFORMATION CALL:
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM

**PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY**

Notice of public hearing sign



Looking North



Looking South

Escambia County Planning and Zoning

Development Services Department

3363 West Park Place

Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

Conditional Use Request for: _____

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: Brian & Lynn WATERS

Mailing Address: P.O. Box 1190, Pensacola, FL 32591

Business Phone: _____ Cell: 850 450 1338

Email: captainbrian2000@yahoo.com

B. Authorized Agent (if applicable): _____

Mailing Address: _____

Business Phone: _____ Cell: _____

Email: _____

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 633 Silver shore Dr

Parcel ID (s): 51-25-30-6052-000-010

B. Total acreage of the subject property: .39999 Acre

C. Existing Zoning: MDR

FLU Category: _____

D. Is the subject property developed (if yes, explain): _____

E. Sanitary Sewer: ☒ Septic: ☐

3. Amendment Request

- A. Please provide a general description of the proposed request, explaining why it is necessary and/or appropriate.

I want to build a 60' x 36' enclosed
garage / storage building. My
current home has no enclosed
garage for car storage / parking

- B. For Variance Request – Please address ALL the following approval conditions for your Variance request. (use supplement sheets as needed)

1. Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

none / waterfront home,
structure cannot be in back
of home.

2. The special conditions and circumstances do not result from the actions of the applicant.

3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.

yes

4. Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code and would create an unnecessary and undue hardship on the applicant.

cannot store vehicles under full cover from elements

5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.

yes

6. The granting of the variance will be consistent with the general intent and purpose of the land development code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.

yes

C. For Conditional Use Request – Please address *ALL* the following approval

conditions for your Conditional Use request. (use supplement sheets as needed)

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

*no incompatibility with any
listed activities shown*

- 2. Facilities and services.** Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

*no public facilities or service
affected by garage.*

3. **On-site circulation.** Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

no additional traffic, no
change to emergency vehicle access

4. **Nuisances and hazards.** The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

no nuisances or hazards
created by Garage.

5. **Solid waste.** All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

no on site solid waste containers

6. **Screening and buffering.** Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

The building's colors are designed
to blend with the vegetation on
the property

7. **Signs and lighting.** All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

no exterior signs, the lighting
will consist of motion activated
light over one entry door.

8. **Site characteristics.** The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

yes

9. **Use requirements.** The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

yes

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at _____, Florida, property reference number(s) _____ I hereby designate _____ for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this _____ day of _____ the year of, _____, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: _____

Email: _____

Address: _____ Phone: _____

Signature of Property Owner

Printed Name of Property Owner

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20 ____,
by _____

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: _____

Signature of Notary

Printed Name of Notary

(Notary Seal)

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505.

B. ✓ Application Fees: To view fees visit the website:
<http://myescambia.com/business/board-adjustment> or contact us at 595-3475.

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND**

D. ✓ A Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

E. NA Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to place a public notice sign(s) on the property referenced herein.; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Department.

[Signature]
Signature of Owner/Agent

Brian J. Waters
Printed Name of Owner/Agent

STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 23rd day of December of

2019, by BRIAN J. WATERS

Personally Known ☐ OR Produced Identification ☐. Type of Identification Produced: DRIVERS LICENSE

[Signature]
Signature of Notary

DAVID C SAENZ
Printed Name of Notary

(Notary Seal)





Chris Jones, CFA

Escambia County Property Appraiser

Office Phone: (850) 434-2735

Website: <http://www.escpa.org>

ECPA: Revised 02/2019

Effective for

Roll Year: _____

Received by: _____

Downtown Office

221 Palafox Place, Suite 300

Pensacola, FL 32502

Deeds Fax: (850) 435-9526

Molino Office

6440 Hwy 95-A, Suite B

Molino, FL 32577

Fax: (850) 587-3290

Date: _____

General Instructions for Combination and Split Requests

Prior legal approval from the appropriate zoning/planning/community development agency in your jurisdiction **is required**.

Your Escambia County Property Appraiser's Office **does not** issue determinations regarding the legality of split requests and will not advise owners on such matters

The Property Appraiser's Office strives to maintain excellence in customer service satisfaction and strives to prevent adverse affects that can occur once a Combination or Split Request is processed. All applicants should review the requirements prior to submitting such a request.

- Only **one request per year** is permitted for any property included in a Combination or Split Request.
- The **deadline to submit a Combination or Split Request is June 1st of the current year.**
- List **all** current parcel number(s) under the column titled **Reference Number**.
- **Split Requests require** you to submit a survey with a legal description which clearly defines the new property boundaries at the time of the request. This office will not create or draft property descriptions.
- **Combination Requests do not** require a survey, sketch or legal description. However, such documents are always beneficial and appreciated. Combination Requests are **required** to meet the following criteria:
 - All parcels **must** be titled in the same name(s) as of January 1st of the requesting year.
 - All parcels **must** lie in the same jurisdictional boundary, i.e., city or county limits.
 - All parcels **must** be contiguous.
 - This office may request a **Homestead Affidavit** be filed if the parcel(s) has two or more dwellings/living units. Our Office reserves the right to inspect and investigate the premises to confirm its status.
 - If one parcel is currently receiving the benefit of a homestead or institutional exemption, the property owner(s) **must file a new exemption application** to add new lands to the original parcel.
 - The first year in which the legal descriptions are "combined" shall constitute the base year for the new lands and **any** cap protection from prior years will reset at full market value.
 - Forms **must** be signed by the current owner(s). Forms signed by "prospective buyers" **will not** be processed.
- You may mail or personally deliver the completed form and its attachments to the Downtown or Molino Office. You may schedule an appointment with a Mapping Department staff member by calling the office.

Requests will be processed from April 1st through June 1st of the effective year. The processing time should not hinder the sale of a parcel. You may use the fully executed form to provide information for permitting, closings, etc. This office will review and pre-issue a new parcel number(s) as quickly as possible. Questions regarding applications submitted to the Downtown Office should be directed to Debby Cooper, ext. 135. Questions regarding applications submitted to the Molino Office should be directed to Lisa Arredondo, ext. 203.

The Property Appraiser's Office makes neither representations nor guarantees of the usability of a parcel once a Combination or Split request is complete. Property owner(s) should contact any lenders or mortgagors to verify the request is permitted by the lien holder.

Should you have any questions or concerns, please contact our Office at (850) 434-2735.

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



Chris Jones, CFA
Escambia County Property Appraiser
 221 Palafox Place, Suite 300
 Pensacola, FL 32502
 Phone (850) 434-2735 • Fax (850) 435-9526
 Website: <http://www.escpa.org>

Roll Year: _____

Page 1 of 4

Date Received ____/____/____

Received by: _____

Total Number of Pages: _____

(including required attachments)

IMPORTANT NOTICE

Pursuant to Florida Statute 197.192, the Property Appraiser's Office will not split or combine parcels until all taxes due have been paid to the Tax Collector's Office.

It should be noted that a Combination or Split request processed by the Property Appraiser's Office **is for taxing purposes** only and does not imply legality of the land division being requested, nor the legality for such parcel(s) to be conveyed via land title, nor the suitability for such parcel(s) to be developed. Applicants should contact the appropriate land development, zoning and planning agency within your jurisdiction for questions concerning current and future property development regulations.

EXEMPT and NON-EXEMPT PROPERTIES AFFECTED BY ASSESSMENT LIMITATION

[Note: If this section is not completed, the request **will not** be processed.]

I or We, understand that combining or splitting property may affect the property's capped value resulting in an increase in my/our property taxes.

If I or We desire to reverse the process in the future, the "cap value" will not be restored to its former value.

I or We, understand that combining additional lands to a parcel that is currently benefiting from a homestead or an institutional exemption **will not decrease parcel value**. The existing "cap" will remain on the parcel with the original exemption. According to Florida Statutes, the newly added parcel's cap will reset at full market value. This will result in taxes based on full market value.

I or We acknowledge that I/we have read the foregoing cautionary message and do hereby acknowledge I/we understand the requirements and consequences of this request by initialing and printing my/our names as designated below:

BW
 Initials

Brian J. Waters
 Printed Name of Owner

 Initials

 Printed Name of Owner

LW
 Initials

Lynn N. Waters
 Printed Name of Owner

 Initials

 Printed Name of Owner



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: _____

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Parcel Split-Out and Combination Request

Owner Name(s): Brizon J. Waters, Lynn A. Waters

Combination Request

Parcel Status	Exempt	Code	Reference Number	Account Number
<input checked="" type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	<u>51-25-30-6052-000-010</u>	<u>08-1669-000</u>
<input type="radio"/> Vac <input checked="" type="radio"/> Imp	<input checked="" type="radio"/> Yes / No	<u>HX</u>	<u>51-25-30-6050-000-026</u>	<u>08-1648-000</u>
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____	_____

Split-Out Request

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Parcel Status	Survey/Legal Included	Parent Reference Number	Account Number
<input type="radio"/> Vac <input type="radio"/> Imp	Yes / No	_____	_____

New Parcel Identification Number (issued by the Mapping Department): _____

Notes:



Chris Jones, CFA
Escambia County Property Appraiser
221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: _____

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PROPERTY APPRAISER TO BE HELD HARMLESS

[Note: If this section is not completed by all owners, the request **will not** be processed.]

It is the responsibility of the owner(s) to ensure that any and all tax amounts, prior and current, on any parcels involved in a combination or split request are paid in full to the Tax Collector. This agency is not responsible for any delinquent taxes, penalties, interest or fees which can occur and accrue due to negligence on the part of the property owner(s) or other interested parties involved with the said request.

Furthermore, if the property is encumbered by a mortgage or lien, it is the owner's responsibility to seek approval from the mortgagor or lien holder **prior** to submitting any changes to the property involving a split or combination request.

By all owner(s) signing below, I/we acknowledge I/we have read and understand all the aforementioned guidelines, potential consequences and requirements and have availed ourselves of the opportunity to seek clarification and obtain additional information or counsel prior to this action being taken.

Owner: _____

Signature

Brizon J. WATER

Print Name

850 450 1338

Daytime Phone

1/25/2020

Date

Owner: _____

Signature

Lynn N. WATER

Print Name

850 712 4039

Daytime Phone

1/25/2020

Date

Owner: _____

Signature

Print Name

Daytime Phone

Date

Owner: _____

Signature

Print Name

Daytime Phone

Date

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."



Chris Jones, CFA
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221 Palafox Place, Suite 300
Pensacola, FL 32502
Phone (850) 434-2735 • Fax (850) 435-9526
Website: <http://www.escpa.org>

ECPA: Revised 11/2016

Roll Year: _____

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Zoning Review

[Note: If this section is not completed by the appropriate agency, the request **will not** be processed.]

As an agent of the appropriate jurisdictional agency where the parcel(s) exist in Escambia County Florida, I have reviewed this request from the parcel owner(s) and made the following determination:

- ☐ The Split Request is consistent with current zoning for the affected parcel(s).
- ☐ The Split Request is **not** consistent with current zoning for affected parcels for the following reason(s):
-
- ☒ The Combination Request is consistent with current zoning for the affected parcel(s).
- ☐ The Combination Request is **not** consistent with current zoning for the affected parcels for the following reason(s):
-

The information provided in this section does not constitute review or approval of any development or the confirmation of any development or land use rights for the affected parcels. Additional information on these issues may be obtained by contacting the County or City planning agencies at the addresses and telephone numbers below.

☒ **Escambia County Planning and Zoning**

3363 West Park Place
(850) 595-3475

☐ **City of Pensacola Planning Division**

222 West Main Street, 5th Floor, City Hall
(850) 435-1670

Agent: _____

Signature

Print Name

Email Address

Title: _____

Date: _____

Phone: _____

"Our mission is to place the public first while providing prompt, efficient service in a friendly, professional manner."

• This Instrument Prepared By:
James S. Campbell
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502
(850) 432-2451
Florida Bar No: 623539
File Number: 7115-62958

Parcel ID #512S306050000026

STATE OF FLORIDA
COUNTY OF ESCAMBIA

TRUSTEE'S DEED

This Deed made this 31st day of December, 2009, between Nina Clay Paradiso, Jr., and Johnnie Clay Paradiso, as Co-Trustees of both the Revocable Living Trust Agreement of Nina Clay Paradiso, dated November 12, 1992; and Trust B established under the John Paradiso Revocable Living Trust Agreement, dated November 12, 1992, herein the "Grantor," and Brian J. Waters and Lynn N. Waters, husband and wife, whose address is Post Office Box 1190, Pensacola, Florida 32591, herein the "Grantee" (as used herein the terms "Grantor" and "Grantee" shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors or assigns). Grantor owns fee simple title to all that certain property located in Escambia, Florida, described on the attached Exhibit "A" (the "Property"). Grantor transfers and conveys fee simple title to the Property to the Grantee.

WITNESSETH, that the Grantor in consideration of One Dollar (\$1.00) and other valuable considerations paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey forever unto the Grantee, fee simple title in and to the Property.

This conveyance is subject to, and with any beneficiary enjoyment of, the following:

1. those certain matters all as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Permitted Exceptions").
2. zoning and other governmental regulations;
3. ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year preceding the date hereof.

TO HAVE AND TO HOLD the same, together with the hereditaments, appurtenances, riparian rights, rights of accretion, littoral rights and relictions unto Grantee in fee simple.

And Grantor covenants that the premises are free of any lien or encumbrances made by Grantor, except as set forth above, and that Grantor will warrant and defend the same against all persons lawfully claiming the same, by through or under the Grantor only.

IN WITNESS WHEREOF, this Trustee's Deed has been executed as the date first above written.

Signed, sealed and delivered
in the presence of:

Witnesses to Nina Clay Paradiso, Jr.:

Name: Amy L. Manning

Name: Joan M. Baird

The Revocable Living Trust Agreement of
Nina Clay Paradiso, dated November 12, 1992

Nina Clay Paradiso, Jr.
Nina Clay Paradiso, Jr., as Trustee

Witnesses to Nina Clay Paradiso, Jr.:

Name: Amy L. Manning

Name: Joan M. Baird

Trust B established under the John Paradiso
Revocable Living Trust Agreement, dated
November 12, 1992

Nina Clay Paradiso, Jr.
Nina Clay Paradiso, Jr., as Trustee

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st day of December, 2009, by
Nina Clay Paradiso, Jr., as Trustee of both the Revocable Living Trust Agreement of Nina Clay Paradiso,
dated November 12, 1992; and Trust B established under the John Paradiso Revocable Living Trust
Agreement, dated November 12, 1992, on behalf of the Trust, who did not take an oath and who:

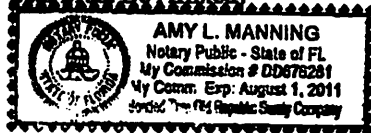
is/are personally known to me.

☒ produced current MS driver's license as identification.

☐ produced _____ as identification.

Amy L. Manning
Notary Public

(Notary Seal Must Be Affixed)



Name of Notary Printed

My Commission Expires: _____

Commission Number: _____

Witnesses to Johnnie Clay Paradiso:

Eddie M. Tule
Name: EDDIE M. TULE

Brianna Backinger
Name: Brianna Backinger

The Revocable Living Trust Agreement of
Nina Clay Paradiso, dated November 12, 1992

Johnnie Clay Paradiso
Johnnie Clay Paradiso as Trustee

Trust B established under the John Paradiso
Revocable Living Trust Agreement, dated
November 12, 1992

Witnesses to Johnnie Clay Paradiso:

Eddie M. Tule
Name: EDDIE M. TULE

Brianna Backinger
Name: Brianna Backinger

Johnnie Clay Paradiso
Johnnie Clay Paradiso as Trustee

STATE OF WASHINGTON
COUNTY OF THURSTON

The foregoing instrument was acknowledged before me this 4th day of JANUARY, 2010, by Johnnie Clay Paradiso, as Trustee of both the Revocable Living Trust Agreement of Nina Clay Paradiso, dated November 12, 1992; and Trust B established under the John Paradiso Revocable Living Trust Agreement, dated November 12, 1992, on behalf of the Trust, who did not take an oath and who:

☒ is/are personally known to me.

☐ produced current _____ driver's license as identification.

☐ produced _____ as identification.

Bernard L. Perez
Notary Public

(Notary Seal Must Be Affixed)



BERNARD L. PEREZ
Name of Notary Printed
My Commission Expires: 2/14/13
Commission Number: 40402

EXHIBIT "A"
(Legal Description)

Parcel 1:

That portion of Lot 24 of Leonard's Subdivision of a portion of Lots 17 to 22, inclusive, of the Mary Jackson property in Section 51, Township 2 South, Range 30 West, according to plat thereof filed in Plat Book 1, Page 73, of the records of said County, described as follows: Beginning at a concrete monument on the North line of said lot at a distance westerly along said North line of 10 feet from the Northeast corner thereof; thence S 32 degrees 32 minutes E to the water line of Bayou Grande; thence Southwesterly with the said water line to a point on the East right-of-way line of the Frisco Railroad; thence Northerly with said right-of-way line to a point on the North line of said Lot 24 and the South line of Leonard Drive; thence N 44 degrees E with said line to the point of beginning.

Parcel 2:

Being the easterly half of Grantor's property lying parallel with and adjacent to the westerly line of Lot Twenty -four (24) of Leonard's Resubdivision in Pensacola, Escambia County, Florida, according to Plat recorded in Plat Book 1, Page 73, of the Public Records of said County, being bounded on the North by a line that extends in a westerly direction from the southwesterly corner of Lot Ten (10) and is at right angles to the westerly line of said Lot Ten (10) of Leonard Place Subdivision according to Plat recorded in Plat Book 2, Page 63, of the Public Records of said County, and being bounded on the South by the northerly line of Bayou Grande.

LESS AND EXCEPT:

That portion of Lot 24 of Leonard's Subdivision of a portion of Lots 17 to 22, inclusive, of the Mary Jackson property in Section 51, Township 2 South, Range 30 West, according to plat thereof filed in Plat Book 1, Page 73, of the records of said county, described as follows: Commencing at a concrete monument on the North line of said lot at a distance westerly along said North line of 10 feet from the Northeast corner thereof, thence South 32 degrees 32 minutes East a distance of 226.40 feet to the Point of Beginning; thence continue South 32 degrees 32 minutes East a distance of 95 feet, more or less, to the water line of Bayou Grande and a point hereinafter referred to as Point 'A'; thence proceed North 32 degrees 32 minutes West along the previously run line to the Point of Beginning; thence departing said line proceed South 58 degrees 10 minutes 55 seconds West a distance of 1.50 feet; thence proceed South 29 degrees 42 minutes 04 seconds East a distance of 95 feet, more or less, to the water line of Bayou Grande; thence meander Northeasterly along said water line to the aforementioned Point 'A'; thence proceed North 32 degrees 32 minutes West a distance of 95 feet, more or less, to the Point of Beginning. Said parcel containing 0.01 acres, more or less, and lying and being in Section 51, Township 2 South, Range 30 West, Escambia County, Florida.

EXHIBIT "B"
(Permitted Exceptions)

1. Restrictions, covenants, conditions and easements as contained on the Plat of Leonard's Subdivision, recorded in Plat Book 1, page 73, of the Public Records of Escambia County, Florida.

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Silvershore Drive

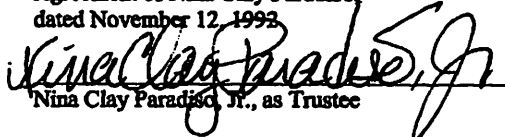
Legal Address of Property: 636 Silvershore Drive

The County ☒ has accepted ☐ has not accepted the abutting roadway for maintenance.

This form completed by:
Beggs & Lane
501 Commendencia Street
Pensacola, FL 32502

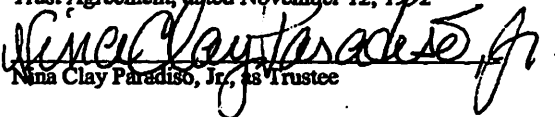
AS TO SELLER(S):

The Revocable Living Trust
Agreement of Nina Clay Paradiso,
dated November 12, 1992

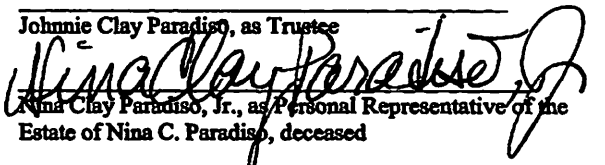

Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso, as Trustee

Trust B established under the John Paradiso Revocable Living
Trust Agreement, dated November 12, 1992




Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso, as Trustee


Nina Clay Paradiso, Jr., as Personal Representative of the
Estate of Nina C. Paradiso, deceased

Johnnie Clay Paradiso, as Personal Representative of the
Estate of Nina C. Paradiso, deceased

AS TO BUYER(S):


Brian Waters

Lynn Waters

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS
Effective: 4/15/95

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Silvershore Drive

Legal Address of Property: 636 Silvershore Drive

The County (X)has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:
Beggs & Lane
501 Commendancia Street
Pensacola, FL 32502

AS TO SELLER(S):

The Revocable Living Trust
Agreement of Nina Clay Paradiso,
dated November 12, 1992

Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso
Johnnie Clay Paradiso, as Trustee

Trust B established under the John Paradiso Revocable Living
Trust Agreement, dated November 12, 1992

Nina Clay Paradiso, Jr., as Trustee

Johnnie Clay Paradiso
Johnnie Clay Paradiso, as Trustee

Nina Clay Paradiso, Jr., as Personal Representative of the
Estate of Nina C. Paradiso, deceased

Johnnie Clay Paradiso
Johnnie Clay Paradiso, as Personal Representative of the
Estate of Nina C. Paradiso, deceased

AS TO BUYER(S):

Brian Waters

Lynn Waters

**THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Effective: 4/15/95

PREPARED BY AND RETURN TO:

Manuel Farach, Esq.
McGlinchey Stafford
One East Broward Blvd., Suite 1400
Fort Lauderdale, FL 33301
Prepared without the benefit of a title examination

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, made this 3RD day of October, 2019, by and between Ann S. Reilly, an unmarried widow, whose address is 763 Mouton Street, Baton Rouge, LA 70806, herein called the Grantor, and Brian Waters, a married man who is married to Lynn Waters, whose mailing address is P.O. Box 1190 Pensacola, FL 32591, herein called the Grantee.

The Grantor, for and in consideration of the sum of 10.00 and other good and valuable consideration to said Grantor in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the Grantees, and Grantees' heirs and assigns forever, all of the Grantees' right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Escambia, State of Florida:

Beginning at the Southwesterly corner of Lot 10, of Leonard Place Subdivision, in Pensacola, Escambia County, Florida, according to Plat Book 2, at Page 63, of the Public Records of said County; thence Northerly along the Westerly line of said Lot 10 to a point 12 feet Southerly measured along said Westerly Lot line from the Northwesterly corner of said Lot 10; thence Westerly on a line that is parallel with the Westerly projection of the Northerly line of said Lot 10 to Grantor's Westerly property line; thence Southerly along said Westerly property line to a point 25 feet Northerly measured along last mentioned property line from its intersection with the Easterly projection of the Northerly line of Lot 8 in Grandview Subdivision, according to Plat recorded in Plat Book 1, at Page 81, of the Public Records of said County; thence Easterly along a line that is parallel with the Easterly projection of said Lot 8 to a point 10 feet perpendicularly distant in a Westerly direction from the centerline of Grantor's property; thence Southerly along a line that is parallel with said center line to a point opposite the Point of Beginning; thence Easterly to the Point of Beginning. And Lot 10, amended Plat of Leonard Place, according to Plat Book 2, at Page 63 of the Public Records of Escambia County, Florida, Less the following described parcel: Beginning at the Northwest corner of said Lot 10; thence Easterly along the North line of Lot 10 a distance of 147.69 feet, more or less, to the Northeast corner of Lot 10; thence Southwest 138.44 feet to a point on the West line of Lot 10 that is 12 feet South of the Northwest corner of Lot 10; thence Northerly along the West line of Lot 10, a distance of 12 feet to the Point of Beginning.

Parcel Identification Number: 51-2S-30-6052-000-010

Subject property is vacant land and is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any member of the household of Grantor reside thereon.

Subject to easements, covenants and restrictions of record, if any, and together with all the tenements, hereditaments and appurtenances, with every privilege, right, title interest and estate, reversion, remainder thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

(When used herein the terms "Grantor" and Grantees" shall be construed to include, masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written in a manner so as to be binding.

Signed, sealed and delivered in the presence of:

Tiffany Wall
Print name: Tiffany Wall

By: [Signature]
Ann S. Reilly by Kevin Reilly, Jr., as her attorney-in-fact

Michel Zambo
Print name: Michel Zambo

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

The foregoing instrument was acknowledged before me this 3RD day of October, 2019, by Kevin Reilly, Jr. as the attorney-in-fact for Ann S. Reilly, who is ☒ personally known to me or who has ☐ produced _____ as identification.

James R. McIlwain
Notary Public
[please print] James R. McIlwain
My Commission Expires: At Death
Serial No. 56370

(NOTARIAL SEAL)

James R. McIlwain
Notary Public No. 56370
My Commission is for Life

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Silvershore Drive

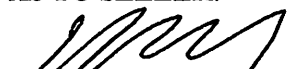
Legal Address of Property: 633 Silvershore Drive

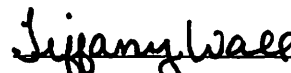
The County (x) has accepted () has not accepted the abutting roadway for maintenance.

This information is believed to be correct and is being provided as it appears on the County's website at www.myescambia.com.

This form completed by: Manuel Farach, Attorney at Law
One E. Broward Blvd, Suite 1400
Fort Lauderdale, FL 33301

AS TO SELLER:



Seller's Name: Ann S. Reilly by Kevin
Reilly, Jr., as her attorney-in-fact



Witness' Name: Tiffany Wall

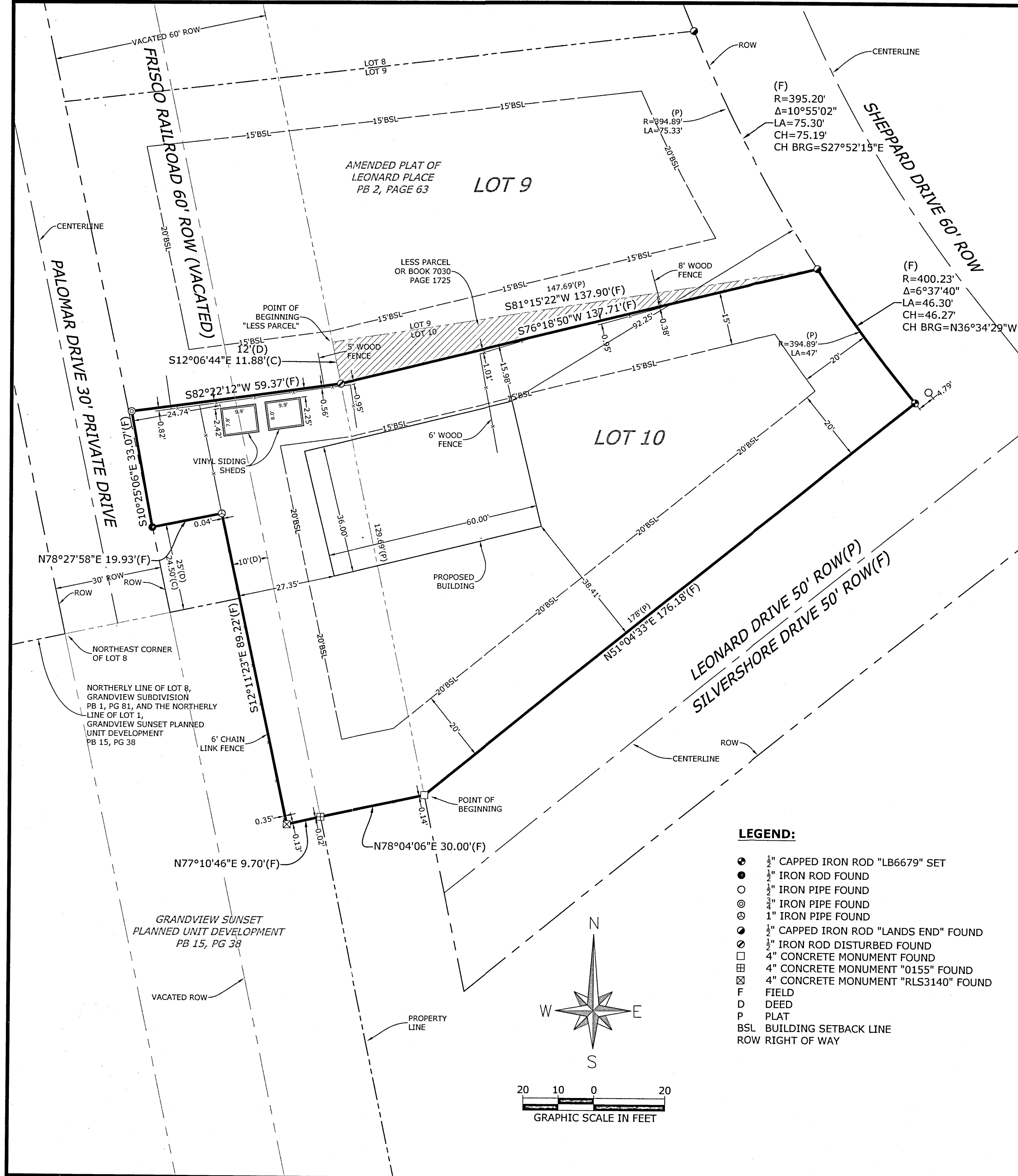

Witness' name: Michel Zambo

AS TO BUYER:


Buyer's Name: Brian Waters


Witness' Name: M. Bredesen


Witness' name: JUSTIN PATE



LEGAL DESCRIPTION:
(OR BOOK 7030, PAGE 1723)

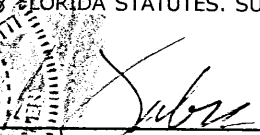
BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 10, OF LEONARD PLACE SUBDIVISION, IN PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 2, AT PAGE 63, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 10 TO A POINT 12 FEET SOUTHERLY MEASURED ALONG SAID WESTERLY LOT LINE FROM THE NORTHWESTERLY CORNER OF SAID LOT 10; THENCE WESTERLY ON A LINE THAT IS PARALLEL WITH THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF SAID LOT 10 TO GRANTOR'S WESTERLY PROPERTY LINE; THENCE SOUTHERLY ALONG SAID WESTERLY PROPERTY LINE TO A POINT 25 FEET NORTHERLY MEASURED ALONG LAST MENTIONED PROPERTY LINE FROM ITS INTERSECTION WITH THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF LOT 8 IN GRANDVIEW SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1, AT PAGE 81, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG A LINE THAT IS PARALLEL WITH THE EASTERLY PROJECTION OF SAID LOT 8 TO A POINT 10 FEET PERPENDICULARLY DISTANT IN A WESTERLY DIRECTION FROM THE CENTERLINE OF GRANTOR'S PROPERTY; THENCE SOUTHERLY ALONG A LINE THAT IS PARALLEL WITH SAID CENTER LINE TO A POINT OPPOSITE THE POINT OF BEGINNING; THENCE EASTERLY TO THE POINT OF BEGINNING. AND LOT 10, AMENDED PLAT OF LEONARD PLACE, ACCORDING TO PLAT BOOK 2, AT PAGE 63 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE EASTERLY ALONG THE NORTH LINE OF LOT 10 A DISTANCE OF 147.69 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 10; THENCE SOUTHWEST 138.44 FEET TO A POINT ON THE WEST LINE OF LOT 10 THAT IS 12 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 10; THENCE NORTHERLY ALONG THE WEST LINE OF LOT 10, A DISTANCE OF 12 FEET TO THE POINT OF BEGINNING.

GENERAL SURVEY NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. THE FIELD SURVEY WAS PERFORMED ON 10/16/19 AND RECORDED IN FIELD BOOK 271, PAGE(S) 19-20 10/21/19 AND RECORDED IN FIELD BOOK 271, PAGE 26 10/25/19 AND RECORDED IN FIELD BOOK 271, PAGE 35
3. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, U.S. SURVEY FEET, FLORIDA NORTH ZONE, NAD83.
4. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
5. IMPROVEMENTS ARE AS SHOWN HEREON.
6. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
7. THE BUILDING SETBACKS SHOWN PER INFORMATION PROVIDED ONLY; IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO VERIFY BUILDING SETBACKS PRIOR TO CONSTRUCTION.
8. THE ENCROACHMENTS ARE AS SHOWN.
9. THIS SURVEY DOES NOT REPRESENT OR GUARANTEE OWNERSHIP.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND:

- 1/2" CAPPED IRON ROD "LB6679" SET
- 1/2" IRON ROD FOUND
- 1/2" IRON PIPE FOUND
- ⊙ 3/4" IRON PIPE FOUND
- ⊙ 1" IRON PIPE FOUND
- 1/2" CAPPED IRON ROD "LANDS END" FOUND
- 1/2" IRON ROD DISTURBED FOUND
- 4" CONCRETE MONUMENT FOUND
- ⊞ 4" CONCRETE MONUMENT "0155" FOUND
- ⊞ 4" CONCRETE MONUMENT "RLS3140" FOUND
- F FIELD
- D DEED
- P PLAT
- BSL BUILDING SETBACK LINE
- ROW RIGHT OF WAY

NO.	DATE:	REVISIONS:
SURVEYORS CERTIFICATE: I CERTIFY THE SURVEY SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 51-17.050, 51-17.051 AND 51-17.052 FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 172.022 FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.		
 NOVEMBER 15, 2019		
FRANK J. FABRE, P.E., P.S., P.M. PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 3132, F.E.I. LB NO. 6679 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.		

BOUNDARY SURVEY

PREPARED FOR:
BRIAN WATERS

633 SILVERSHORE DRIVE
BEING IN A PORTION OF SECTION 51
TOWNSHIP 2 SOUTH, RANGE 30 WEST
AMENDED PLAT OF LEONARD PLACE, PB 2, PAGE 63
ESCAMBIA COUNTY, FLORIDA

FABRE ENGINEERING & SURVEYING
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

119 GREGORY SQUARE, PENSACOLA, FL 32502, PH: 850-433-6438
21530 PROFESSIONAL DRIVE, SUITE B-105, ROBERTSDALE, AL 36567, PH: 251-945-1937
FL LIC # S.L.B. 0006679, E.B. 0007215 AL LIC# CA-487-LS, CA-1638-E

DRAWING SCALE
1"=20'

DRAWN BY
RJS

CHECKED BY
FJF

DATE
11/15/19

JOB NUMBER
190066

FILE NAME
190066Bndy.dwg

SHEET 1 OF 1

Board of Adjustment**6. B.**

Meeting Date: 03/18/2020
CASE: CU-2020-03
APPLICANT: Baker Donelson Law Firm, Agent for Central Water Works, Inc, Owner
ADDRESS: 1100 BLK BYRNEVILLE RD
PROPERTY REFERENCE NO.: 15-5N-31-1300-000-003
ZONING DISTRICT: Agricultural district (Agr)
FUTURE LAND USE: Agriculture (AG)
OVERLAY DISTRICT: NA

SUBMISSION DATA:**REQUESTED CONDITIONAL USE:**

Conditional Use to allow for a commercial telecommunications tower greater than 150 feet in height.

RELEVANT AUTHORITY:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Section: Sec. 2-6.4 Conditional uses and Sec. 4-7.12 Telecommunications towers

CRITERIA:

Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended), Sec. 4-7.12 Telecommunications towers.

CRITERION (a)

General compatibility. The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area.

FINDINGS-OF-FACT

The proposed use as a telecommunication tower can be compatible with surrounding uses and properties. All surrounding properties are zoned Agricultural with some residential uses nearby. Central Water Works a water utility provider, operates a facility adjacent to the site. The applicant's lease area is proposed to be located at the northwestern corner of the property.

CRITERION (b)

Facilities and services. Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

FINDINGS-OF-FACT

Based on the proposed use and the applicants documentation, only electrical and

telephone utility services will be required to operate the facility.

CRITERION (c)

On-site circulation. Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

FINDINGS-OF-FACT

Based on the applicant's documents this will be an unmanned facility, only occasionally serviced by their maintenance personnel. The structure will not be available for the general public and is proposed to be fully fenced-in.

CRITERION (d)

Nuisances and hazards. The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

FINDINGS-OF-FACT

Based on the applicant's documents, there will be no nuisances or hazards associated with the proposed use;

CRITERION (e)

Solid waste. All on site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

FINDINGS-OF-FACT

Based on the application documents, there will be no solid waste produce at this facility.

CRITERION (f)

Screening and buffering. Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

FINDINGS OF FACT:

The application has a proposed site layout that shows buffering and screening; if the Conditional Use is approved, all of the Land Development requirements for screening and buffering will be reviewed and approved during the Site Plan Review process.

CRITERION (g)

Signs and lighting. All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

FINDINGS OF FACT:

All proposed signs and lighting will be reviewed during the Site Plan Review process for compatibility with the Land Development Code regulations and existing surrounding uses . Based on the proposed use, the applicant did provide a copy of a determination of no-hazard to air navigation which addresses their FAA requirements for this type of

structures.

CRITERION (h)

Site characteristics. The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations .

FINDINGS OF FACT:

Based on the proposed use, the size, shape, location and topography of the site appears adequate to accommodate the proposed use. All site characteristics will be reviewed more in-depth during the Site plan Review process.

CRITERION (i)

Use requirements. The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

FINDINGS OF FACT:

Sec. 4-7.12 Telecommunications towers in the Land Development Code specifically addresses additional conditions and standards for the proposed use.

The applicant did provide a statement addressing collocation and siting alternatives; based on their needs there are no other suitable antennas available near by.

Initial review of the proposed area show no environmental conditions that will prevent the proposed use. Based on historical data this site has been previously disturbed. Any potential impacts on environmental sensitive lands will be reviewed in more detail during the Site Plan Review process.

The local lighting requirements will be addressed during the Site Plan Review process.

The applicant provided documentation that shows they have contacted FAA and the FCC for their requirements separately.

The applicant did provide technical documents that reflect the design compliance with the latest revision of the electronic industry standards. Further review will occur during the Site Plan Review process.

STAFF FINDINGS

Staff find that the applicant has submitted documentation that supports the granting of the Conditional Use as requested, pending approval and receipt of a Development Order thru the Site Plan Review process.

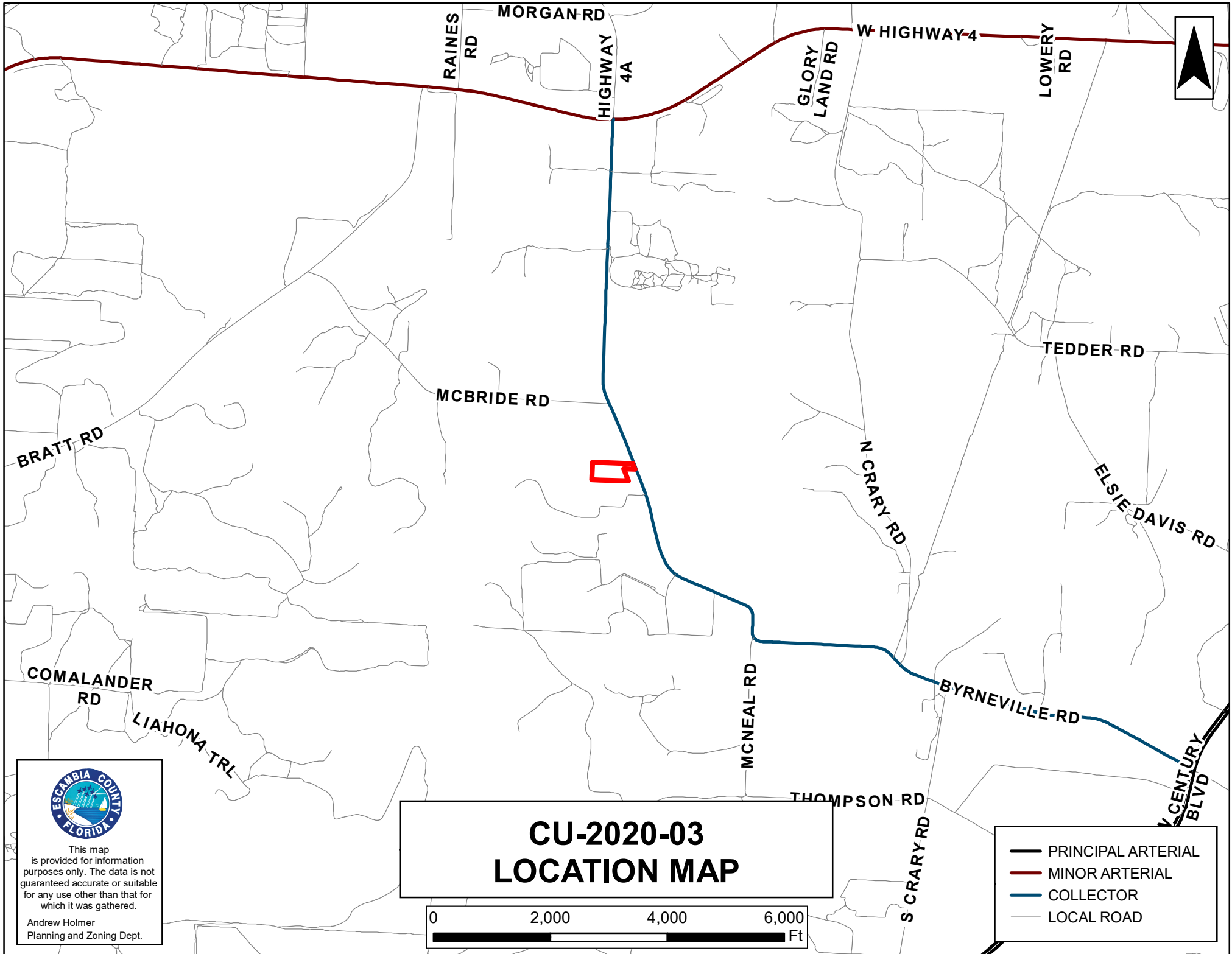
BOA DECISION

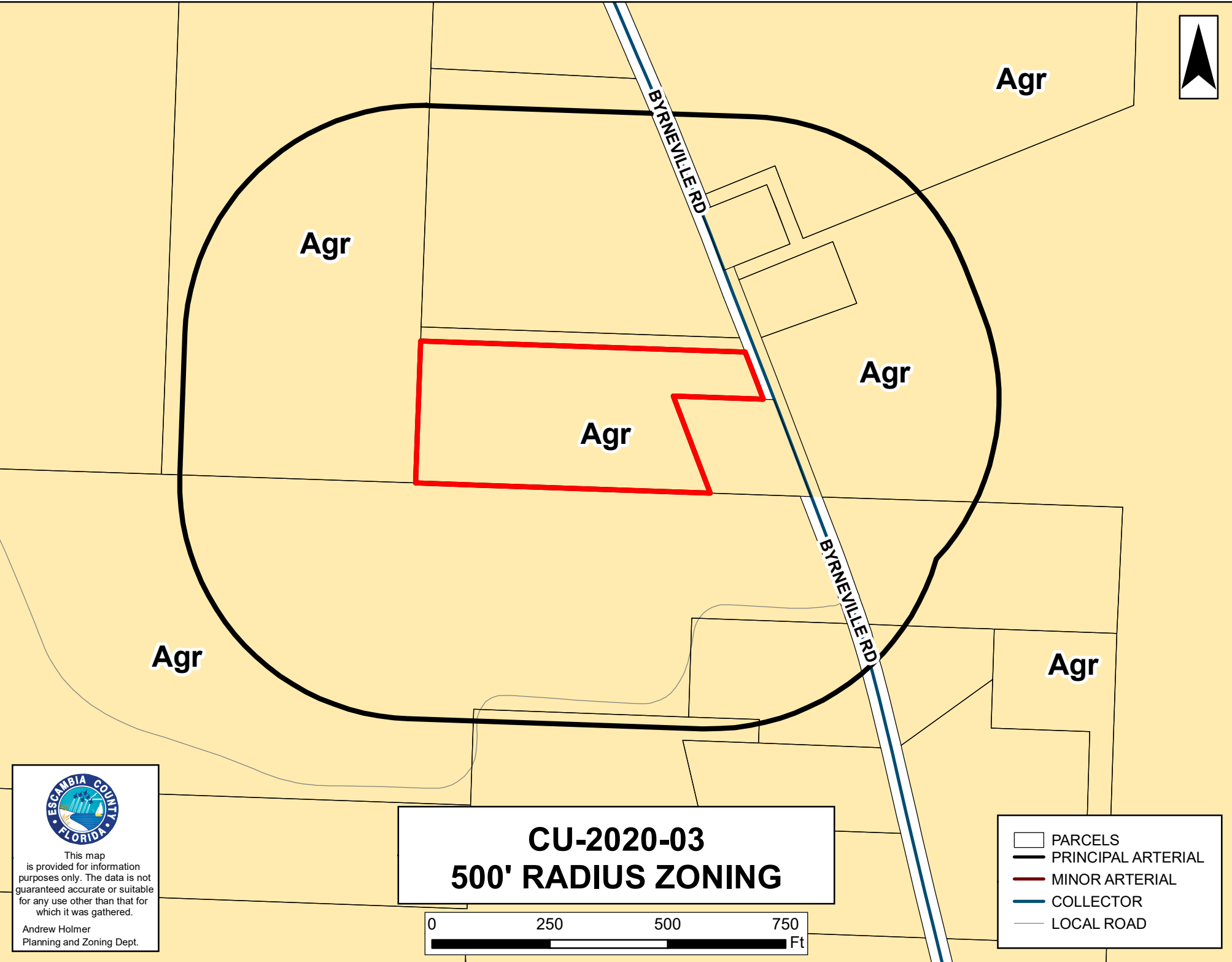
BOARD OF ADJUSTMENT FINDINGS

Attachments

Working Case File

CU-2020-03





Agr

Agr

Agr

Agr

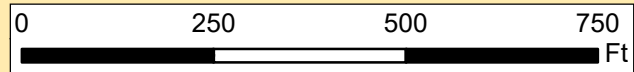
Agr

Agr

BYRNEVILLE RD

BYRNEVILLE RD

CU-2020-03 500' RADIUS ZONING



- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.



AG

AG

AG

AG

AG

BYRNEVILLE RD

BYRNEVILLE RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CU-2020-03 FUTURE LAND USE

0 250 500 750
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



BYRNEVILLE RD



This map is provided for information purposes only. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

Andrew Holmer
Planning and Zoning Dept.

CU-2020-03 AERIAL MAP

0 100 200 300
Ft

- PARCELS
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL ROAD



**NOTICE OF
PUBLIC HEARING
BOARD OF ADJUSTMENT**

TYPE OF REQUEST: **CONDITIONAL USE**

CASE NO: **CU-2020-03**

DATE: **03/18/20** **TIME:** **8:30 AM**

LOCATION OF HEARING

**ESCAMBIA COUNTY CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
BOARD MEETING ROOM**

**FOR MORE INFORMATION CALL:
DEVELOPMENT SERVICES AT 595-3475 OR VISIT
WWW.MYESCAMBIA.COM**

**PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY**

PUBLIC HEARING SIGN



LOOKING EAST ALONG BYRNEVILLE



LOOKING NORTHWEST ON BYRNEVILLE



LOOKING SOUTHEAST ALONG BYRNEVILLE



LOOKING SOUTHWEST ONTO WATER WORKS
FACILITY



LOOKING WEST ONTO PROPOSED SITE

Escambia County Planning and Zoning
Development Services Department
3363 West Park Place
Pensacola, FL 32505

Phone: (850) 595-3475 • Fax: (850) 595-3481

<http://myescambia.com/business/ds>

Board of Adjustment Application

FOR OFFICE USE ONLY - Case Number: _____ Accepted by: _____ BOA Meeting: _____

Conditional Use Request for: Construction of a wireless telecommunications facility

Variance Request for: _____

1. Contact Information:

A. Property Owner/Applicant: Central Water Works, Inc.

Mailing Address: 1101 Byrneville Rd Century, FL 32535

Business Phone: (850) 256-3849 Cell: _____

Email: _____

B. Authorized Agent (if applicable): Baker Donelson Law Firm

Mailing Address: 420 N. 20th St, Ste 1400, Birmingham, AL 35203

Business Phone: (205) 250-8353 Cell: (205) 568-6317

Email: mpalmer@bakerdonelson.com and nare@bakerdonelson.com

Note: Owner must complete the attached Agent Affidavit. If there is more than one owner, each owner must complete an Agent Affidavit. Application will be voided if changes to this application are found.

2. Property Information:

A. Existing Street Address: 1101 Byrneville Rd, Century, FL

Parcel ID (s): 15-SN-31-1300-000-003

B. Total acreage of the subject property: 4.31

C. Existing Zoning: Ag

FLU Category: Ag

D. Is the subject property developed (if yes, explain): utility, gas, electric

E. Sanitary Sewer: n/a Septic: n/a

3. Amendment Request

- A. Please provide a general description of the proposed request, explaining why it is necessary and/or appropriate.

Conditional Use to allow a wireless telecommunications facility over 150'. The facility will provide coverage for AT&T customers and space will be available on the tower for other carriers.

- B. For Variance Request – Please address *ALL* the following approval conditions for your Variance request. (use supplement sheets as needed)

1. Special conditions and circumstances exist which are peculiar to the land, structure or building and which are not applicable to other lands, structures or buildings in the same zoning district.

2. The special conditions and circumstances do not result from the actions of the applicant.

- 3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district.**

- 4. Strict application of the provisions of the land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code and would create an unnecessary and undue hardship on the applicant.**

- 5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.**

- 6. The granting of the variance will be consistent with the general intent and purpose of the land development code and that such variance will not be injurious to the area or otherwise detrimental to the public welfare.**

C. For Conditional Use Request – Please address *ALL* the following approval conditions for your Conditional Use request. (use supplement sheets as needed)

- 1. General compatibility.** The proposed use can be conducted and operated in a manner that is compatible with adjacent properties and other properties in the immediate area. *If this is for the sale of alcohol within a 1000 ft of a place of worship or child care facility; please explain a-e below: a.) The existing times of use of the places of worship or child care facilities coincide with the hours of operation of the subject business b.) The 1000-foot minimum distance is not achieved. c.) The conflicting uses are visible to each other. d.) Any on-premises consumption is outdoors. e.) Any conditions or circumstances mitigate any incompatibility.*

The proposed facility will not emit noise, dust, odor or increased traffic. Lighting atop will only be as required by FAA.

- 2. Facilities and services.** Public facilities and services, especially those with adopted levels of service, will be available, will provide adequate capacity to serve the proposed use consistent with capacity requirements.

Only power and telephone service will be required to operate this facility. Such are available in this area. No water or sewer are required as this facility will be unmanned.

3. **On-site circulation.** Ingress to and egress from the site and its structures will be sufficient, particularly regarding vehicle and pedestrian safety and convenience, efficient traffic flow and control, on-site parking and loading, and emergency vehicle access.

The site will be accessed from the existing drive. Please see attached driveway permit. Once constructed, access will only be needed for routine maintenance purposes (ie. approx. once monthly)

4. **Nuisances and hazards.** The scale, intensity, and operation of the use will not generate unreasonable noise, glare, dust, smoke, odor, vibration, electrical interference, or other nuisances or hazards for adjoining properties and other properties in the immediate area.

No such nuisances or hazards are associated with the proposed use.

5. **Solid waste.** All on-site solid waste containers will be appropriately located for functional access, limited off-site visibility and minimal odor and other nuisance impacts.

na

6. **Screening and buffering.** Where not otherwise required by the LDC, screening and buffering will be provided if appropriate to the proposed use and site.

Please see attached construction drawings demonstrating the screening and buffering for the proposed location.

7. **Signs and lighting.** All exterior signs and lights, whether attached or freestanding, will be compatible with adjoining properties and other properties in the immediate area, especially regarding glare and traffic safety.

All signage and lighting will be in compliance with FAA and FCC regulations.

8. **Site characteristics.** The size, shape, location and topography of the site appear adequate to accommodate the proposed use, including setbacks, intensity, bulk, height, open space and aesthetic considerations.

The proposed facility is located on a 4.3 acre parcel owned by Water Works Board and has a use designation of Utility Gas Electric. The parcel is zoned AGR.

9. **Use requirements.** The proposed use complies with any additional conditional use requirements of the applicable zoning district, use, or other provisions of the LDC.

We believe this statement to be true to the best of our knowledge.

4. Please complete the following form (if applicable): Affidavit of Owner/Limited Power of Attorney

AFFIDAVIT OF OWNER AND LIMITED POWER OF ATTORNEY
(if applicable)

As owner of the property located at 1101 Byrneville Road, Florida, property reference number(s) 155N311300000001 I hereby designate Baker Donelson for the sole purpose of completing this application and making a presentation to the Board of Adjustment on the above referenced property. This Limited Power of Attorney is granted on this _____ day of _____ the year of _____, and is effective until the Board of Adjustment has rendered a decision on this request and any appeal period has expired. The owner reserves the right to rescind this Limited Power of Attorney at any time with a written, notarized notice to the Development Services Department.

Agent Name: Baker Donelson Law Firm
Email: mpalmer@bakerdonelson.com or na@bakerdonelson.com
Address: 100 Cotton Creek Rd McDavid, FL 32586 Phone: (850) 256-3849
George G. Welch Central Water Works, Inc.
Signature of Property Owner Printed Name of Property Owner Date

STATE OF Florida COUNTY OF Escambia
The foregoing instrument was acknowledged before me this 9th day of December 20 19,
by George G. Welch

Personally Known ☒ OR Produced Identification ☐. Type of Identification Produced: _____

Lisa W. Fuller
Signature of Notary

Lisa W. Fuller
Printed Name of Notary

(Notary Seal)



LISA W. FULLER
Commission # GG 261591
Expires October 4, 2022
Bonded Thru Budget Notary Services

5. Submittal Requirements

A. ✓ Completed application: All applicable areas of the application shall be filled in and submitted to the Planning and Zoning Department, 3363 West Park Place, Pensacola, FL 32505

B. ✓ Application Fees: To view fees visit the website:
<http://myescambia.com/business/board-adjustment> or contact us at 595-3475.

Note: Fees include all notices and advertisements required for the public hearing and a \$5 technical fee. Payments must be submitted prior to 3 pm of the closing date of acceptance of application. Please make checks payable to Escambia County. MasterCard and Visa are also accepted.

C. ✓ Legal Proof of Ownership (ex: copy of Tax Notice or Warranty Deed) **AND**

D. ✓ A Certified Boundary Survey (Include Corporation/LLC documentation if applicable.)

E. ✓ Signed and Notarized Affidavit of Owner/Limited Power of Attorney AND
Concurrency Determination Acknowledgement (pages 4 and 5).

By my signature, I hereby certify that:

- 1) I am duly qualified as owner(s) or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand that there are no guarantees as to the outcome of this request, and that the application fee is non-refundable; and
- 4) I authorize County staff to place a public notice sign(s) on the property referenced herein.; and
- 5) I am aware that Public Hearing notices (legal ad and/or postcards) for the request shall be provided by the Development Services Department.

N. Andrew Rotenstreich
Signature of Owner/Agent

N. Andrew Rotenstreich
Printed Name of Owner/Agent

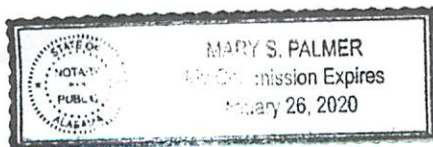
STATE OF Alabama COUNTY OF Jefferson The foregoing instrument
was acknowledged before me this 31 day 1 of December
2019, by N. Andrew Rotenstreich.

Personally Known ☒ OR Produced Identification ☐ Type of Identification Produced: _____

Mary S. Palmer
Signature of Notary

Mary S. Palmer
Printed Name of Notary

(Notary Seal)



DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT

I, George G. Welch, whose names as President of Central Water Works, Inc., the owner of the property described in the application, hereby designates **any representative from BAKER DONELSON LAW FIRM**, as the authorized agent/attorney-in-fact with the following powers and authority to do all things that may be required in order to apply for a variance/rezoning/zoning/site plan review and permitting on said property including but not limited to completion and execution of applications, receipt of notices, execution of acknowledgements, attendance and presentations of evidence at all hearings and execution of agreements. **This Attorney in Fact shall apply only to the wireless telecommunications facility on the parcel.**

George G. Welch
NAME

President
TITLE

100 Cotton Creek Rd., McDavid, FL 32568
ADDRESS

850-426-3647
TELEPHONE NUMBER

AUTHORIZED AGENT / ATTORNEY-IN-FACT

BAKER DONELSON LAW FIRM
NAME

420 20th Street North, Suite 1400
ADDRESS

Birmingham, AL 35203

(205) 250-8353
TELEPHONE NUMBER

State of Florida)

County of Escambia)

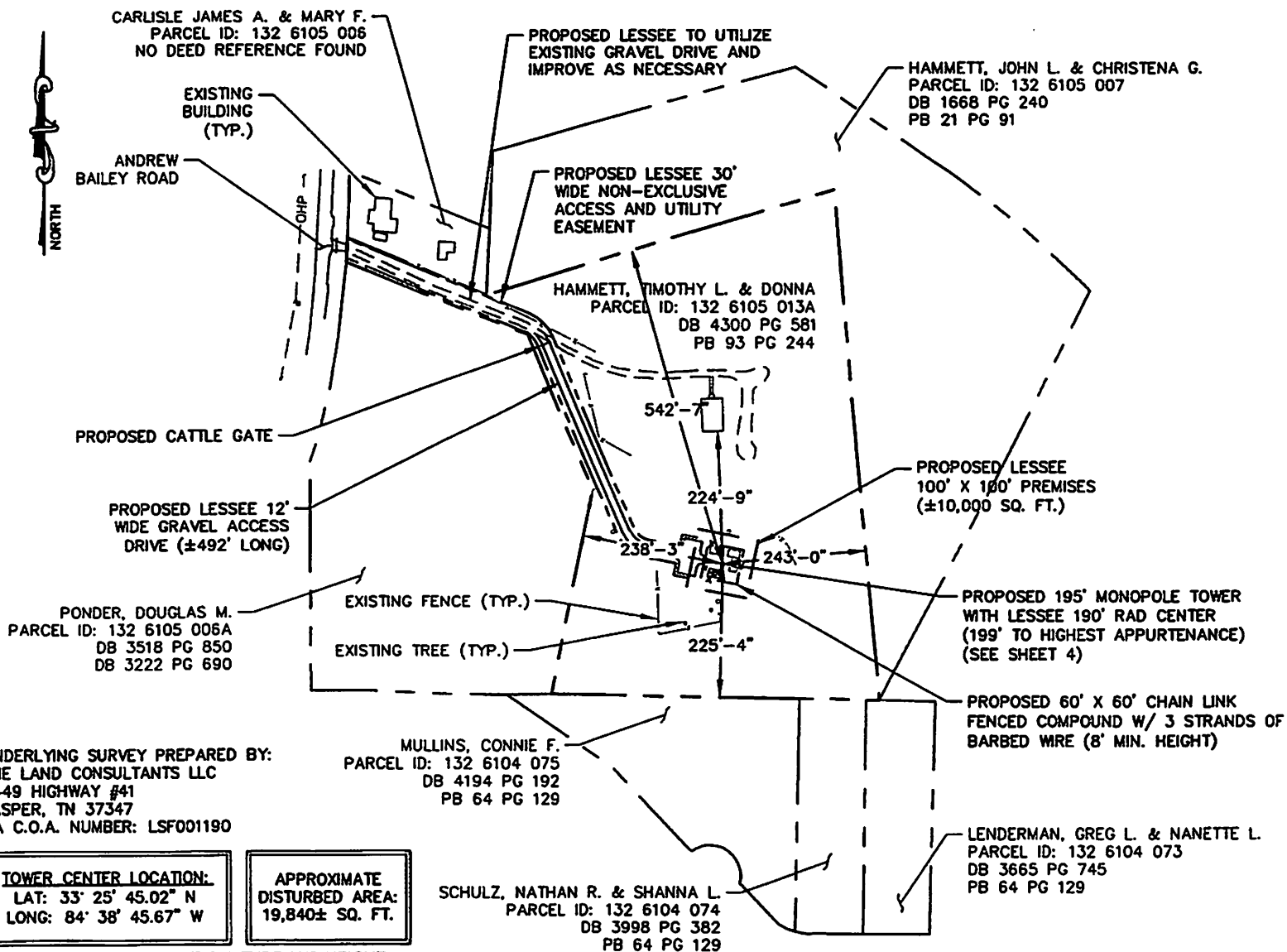
I, the undersigned Notary Public, hereby certify that George G. Welch, whose name(s) is/are signed to the foregoing DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT has/have acknowledged to me under oath that they have read and understand the foregoing and executed same before me on this day.

Given under my hand and Official Seal this 9th day of December, 20 19.

Lina W. Fuller

10/4/2022
Commission Expires





CARLISLE JAMES A. & MARY F.
PARCEL ID: 132 6105 006
NO DEED REFERENCE FOUND

ANDREW
BAILEY ROAD

**- PROPOSED LESSEE TO UTILIZE
EXISTING GRAVEL DRIVE AND
IMPROVE AS NECESSARY**

**PROPOSED LESSEE 30'
WIDE NON-EXCLUSIVE
ACCESS AND UTILITY
EASEMENT**

PROPOSED CATTLE GATE

**PROPOSED LESSEE 12'
WIDE GRAVEL ACCESS
DRIVE (±492' LONG)**

PONDER, DOUGLAS M.
PARCEL ID: 132 6105 006A
DB 3518 PG 850
DB 3222 PG 690

EXISTING FENCE (TYP.)

EXISTING TREE (TYP.)

UNDERLYING SURVEY PREPARED BY:
THE LAND CONSULTANTS LLC
5449 HIGHWAY #41
JASPER, TN 37347
GA C.O.A. NUMBER: LSF001190

MULLINS, CONNIE F.
PARCEL ID: 132 6104 075
DB 4194 PG 192
PB 64 PG 129

— PROPOSED 60' X 60' CHAIN LINK
FENCED COMPOUND W/ 3 STRANDS OF
BARBED WIRE (8' MIN. HEIGHT)

LENDERMAN, GREG L. & NANETTE L.
PARCEL ID: 132 6104 073
DB 3665 PG 745
PB 64 PG 129

SCHULZ, NATHAN R. & SHANNA L.
PARCEL ID: 132 6104 074
DB 3998 PG 382
PB 64 PG 129

TOWER CENTER LOCATION:
LAT: 33° 25' 45.02" N
LONG: 84° 38' 45.67" W

**APPROXIMATE
DISTURBED AREA:
19,840± SQ. FT.**

REV 2: REVISED TOWER LOCATION, TYPE AND HEIGHT
REV 1: REVISED TOWER HEIGHT

JOB No.:	018985885
DATE:	10/16/19
REV.:	2
DRAWN:	KAB
CHECKED:	CDS

11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
PHONE: 770-619-4200 WWW.KOOLLY-HOROL.COM

Site Visit Attendees:
Keith Morkland

PROPOSED MONOPOLE TOWER
ODOM

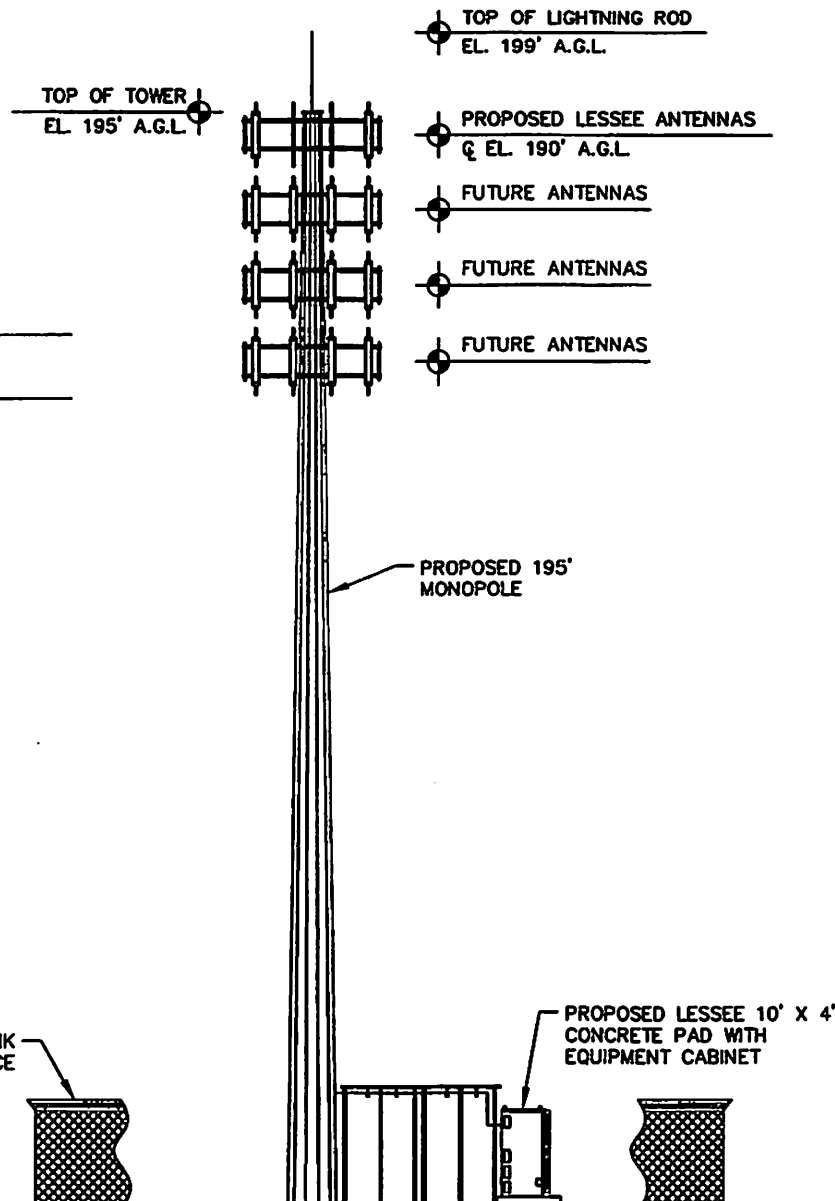
OVERALL SITE PLAN

NOT FOR CONSTRUCTION

K:\A\A\Wireless\000_Versions\2018 Site\Odom\CAO\UL\Rev2-10-16-19\Odom_1E_12.dwg October 15, 2019 11:19 AM by: larry@kshere

TOWER OWNER APPROVAL _____ DATE _____

PROPERTY OWNER APPROVAL _____ DATE _____



REV 2: REVISED TOWER LOCATION, TYPE AND HEIGHT
REV 1: REVISED TOWER HEIGHT

JOB No.:	018985885
DATE:	10/16/19
REV.:	2
DRAWN:	KAB
CHECKED:	CDS

Kimley»Horn <small>11720 AMBER PARK DRIVE, SUITE 500, ALPHARETTA, GA 30009 PHONE: 770-819-4260 WWW.KIMLEY-HORN.COM</small>	
Site Visit Attendee:	
Keith Markland	

PROPOSED MONOPOLE TOWER ODOM 1471 ANDREW BAILEY RD. SHARPSBURG, GA 30277 COWETA COUNTY
--

TOWER ELEVATION NOT TO SCALE NOT FOR CONSTRUCTION
--



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Navigate Mode ☒ Account ☐ Reference →

Printer Friendly Version

General Information

Reference: 155N311300000003
Account: 121686600
Owners: CENTRAL WATER WORKS INC
Mail: 1101 BYRNEVILLE RD
 CENTURY, FL 32535
Situs: 1100 BLK BYRNEVILLE RD 32535
Use Code: UTILITY, GAS, ELECT.
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$17,100	\$0	\$17,100	\$17,100
2018	\$17,100	\$0	\$17,100	\$17,100
2017	\$17,100	\$0	\$17,100	\$17,100

DisclaimerTax Estimator

> **File for New Homestead Exemption Online**

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/1997	4114	1242	\$9,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2019 Certified Roll Exemptions
FRATERNAL AND OTHER

Legal Description

BEG AT SE COR OF SW1/4 OF NE1/4 N 89 DEG 6 MIN 14
 SEC W ALG S LI OF SD NE1/4 668 29/100 FT TO W R/W LI
 OF...

Extra Features

None

Parcel Information

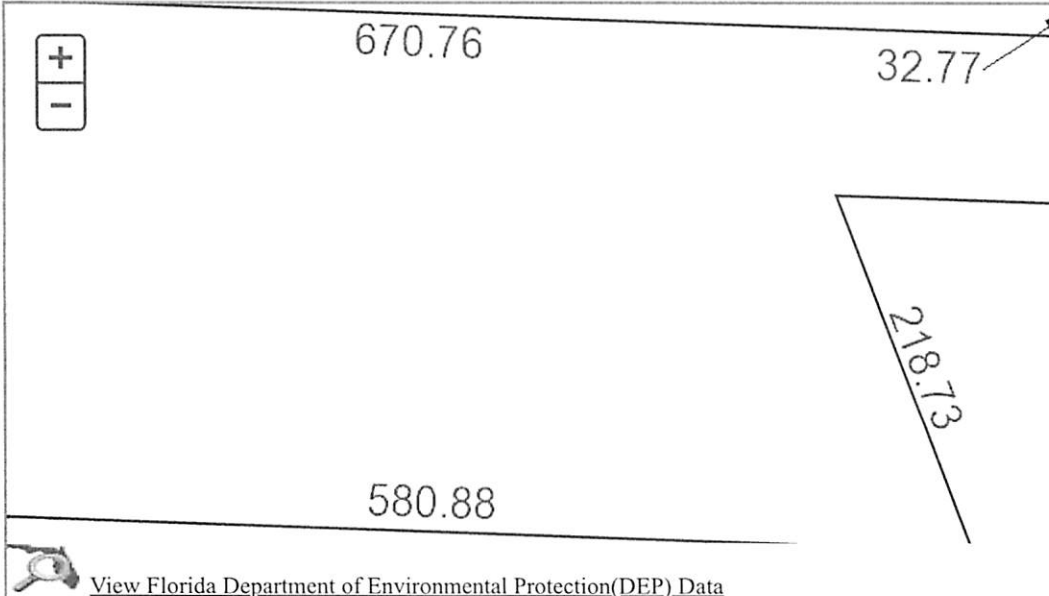
Launch Interactive Map

Section Map
Id:
15-5N-31

Approx.
Acreage:
4.3108

Zoned:
Agr

Evacuation
& Flood
Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 12/02/2019 (tc.3960)

DEED

This instrument was prepared by:
William E. Farrington, II
Willie, Herrell & Smith, P.A.
307 South Palmdale Street
Pensacola, Florida 32501
904-244-1166

DR BK 4 1 1 4 PG 1 2 4 3
Escambia County, Florida
INSTRUMENT 97-373837

EXHIBIT "A"

DR BK 4 1 1 4 PG 1 2 4 3
Escambia County, Florida
INSTRUMENT 97-373837

Parcel I.D. Number: 15-5N-31-1300-000-000

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That, WOODROW M. GILMORE and EVANGELINE G. GILMORE, Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and warrant unto CENTRAL WATER WORKS, INC., a Florida corporation, of 1101 Byrneville Road, Century, Florida 32535, hereinafter called Grantee, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia County, State of Florida to-WIT:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

THE PROPERTY CONVEYED HEREIN IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTORS, WOODROW M. GILMORE and EVANGELINE G. GILMORE, AS THE PROPERTY CONVEYED HEREIN IS VACANT LAND;

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28 day of March, 1997.

Signed, Sealed and delivered
in the presence of

Sign: [Signature]
Print: LINDA A. SMITH

WOODROW M. GILMORE (SEAL)
WOODROW M. GILMORE

Sign: [Signature]
Print: JOANNE VELANO

EVANGELINE G. GILMORE (SEAL)
EVANGELINE G. GILMORE

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 28 day of March, 1997, by WOODROW M. GILMORE and EVANGELINE G. GILMORE, personally known to me or who produced [Signature] as identification.

[Signature]
Notary Public
Printed Name
My Commission Expires
Commission Number

SEAL

JOANNE VELANO
"Notary Public-State of Florida"
My Commission Expires Mar. 19, 2000
CC 541306

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 668.39 FEET TO AN IRON ROD AND CAP MARKED #2578 ON THE WEST RIGHT OF WAY LINE OF BYRNEVILLE ROAD (COUNTY MAINTENANCE ROADWAY) AND POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SAME COURSE FOR 797.88 FEET TO AN IRON ROD AND CAP MARKED #2578 BEING 132.00 FEET WEST OF THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SAID SECTION 15, THENCE NORTH 03 DEGREES 03 MINUTES 55 SECONDS WEST AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 FOR 301.00 FEET TO AN IRON ROD AND CAP MARKED #2578; THENCE SOUTH 89 DEGREES 06 MINUTES 14 SECONDS EAST FOR 479.74 FEET TO AN IRON ROD AND CAP MARKED #2578 ON THE WEST RIGHT OF WAY LINE OF SAID ROAD; THENCE SOUTH 22 DEGREES 48 MINUTES 47 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 224.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 600.00 FEET TO THE CENTER LINE OF ASPHALT ROAD KNOWN AS BYRNEVILLE ROAD; TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG SAID LINE A DISTANCE OF 217.00 FEET; THENCE RUN NORTHWESTERLY AND PARALLEL TO THE BYRNEVILLE ROAD A DISTANCE OF 218.71 FEET; THENCE RUN EASTERLY AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 217.00 FEET TO THE CENTER LINE OF THE BYRNEVILLE ROAD; THENCE RUN SOUTHEASTERLY ALONG THE CENTER LINE OF SAID BYRNEVILLE ROAD, A DISTANCE OF 218.71 FEET TO THE POINT OF BEGINNING.

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-373837

RCD Apr 02, 1997 08:46 AM
Escambia County, Florida

BAKER DONELSON

1400 WELLS FARGO TOWER · 420 20TH STREET NORTH · BIRMINGHAM, ALABAMA 35203 · 205.328.0480 ·
bakerdonelson.com

N. ANDREW RÖTENSTREICH, SHAREHOLDER
Direct Dial: 205.250.8304
Direct Fax: 205.488.3704
E-Mail Address: arotenstreich@bakerdonelson.com

December 31, 2019

VIA HAND DELIVERY

Escambia County, FL
Development Department Services
3363 West Park Place
Pensacola, FL 32505

Re: Wireless Telecommunications Facility
Site Address: 1101 Byrneville Road, Century, FL 32535
AT&T Site Name: Bluff Springs

To Whom It May Concern:

New Cingular Wireless PCS, LLC d/b/a AT&T is requesting a new cell-site in Escambia County, Florida in order to help improve coverage and capacity issues due to increased traffic in the geographic area. Since there were no suitable structures in the area upon which to co-locate during our search, the only option is to build a new cell site.

Enclosed please find AT&T's Application for Conditional Use, along with supporting documentation for the construction of a wireless telecommunications facility to be located on Parcel 15-5N-31-1300-000-003, with a street address of 1101 Byrneville Road, Century, Escambia County, Florida. The property is owned by Central Water Works, Inc.

The proposed telecommunications facility will be a two-hundred eighty-foot (280') self-support telecommunications tower located in an Agricultural (AG) zoned district. This tower will also have a ten-foot (10') lightning rod at the top. It will be designed based on EIA/TIA code to support at least three (3) additional tenants, with twelve (12) antennas at each level.

The facility will be unmanned (visited on average of once per month for routine maintenance purposes) and will not emit noise or glare. The facility will be constructed and maintained in compliance with all federal, state, and local building codes and standards.

The proposed site will be compliant with Enhanced 911, a federally-mandated program to improve the reliability of E911 service to the surrounding area and citizens of Escambia County, Florida.

In support of the application for Conditional Use pursuant to Section 4-7.12 of the Escambia County Land Development Code of Ordinances, attached please find the following:

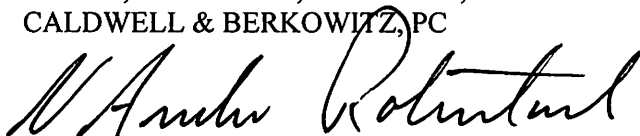
1. A geotechnical exploration report.
2. An FCC/NEPA environmental compliance checklist.
3. FCC, FAA and Escambia County Emergency Management approvals. Please note that the Florida DOT Approval was not required for this location.
4. RF Justification and coverage maps for this tower.
5. Collocation information.

In order to maintain a level playing field with its competitors also offering similar services, AT&T needs the proposed tower, at the proposed location, at the proposed height, and at the requested signal levels, to deliver a consistently reliable signal in this geographic area.

Should you require any additional information to assist your review, or if you should have any questions, please feel free to contact me.

Very truly yours,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

A handwritten signature in black ink, appearing to read "N. Andrew Rotenstreich". The signature is fluid and cursive, with the first name "N. Andrew" and the last name "Rotenstreich" clearly distinguishable.

N. Andrew Rotenstreich, Shareholder

NXR01:msp02

Enclosure



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

Geotechnical Investigation

**Bluff Springs
(FA No. 13798460)**

**1101 Byrneville Road
Century, Escambia County,
Florida**

ECA Project No. S1585



SUBMITTED TO:

High Performance Services, LLC
111 Saint Peter St.
Carencro, LA 70520

PREPARED BY:

Environmental Corporation of America
1375 Union Hill Industrial Court, Suite A
Alpharetta, GA 30004



ENVIRONMENTAL CORPORATION OF AMERICA

ENVIRONMENTAL | GEOTECHNICAL | WETLANDS | ECOLOGY | CULTURAL RESOURCES

May 1, 2017

High Performance Services, LLC
111 Saint Peter St.
Carencro, LA 70520

Attention: Ms. Erin Cobb

**Subject: Geotechnical Investigation Report
Bluff Springs (FA No. 13798460)
1101 Byrneville Road
Century, Escambia County, Florida
ECA Project No. S1585**

Dear Ms. Cobb:

Environmental Corporation of America (ECA) is pleased to submit this report of our geotechnical investigation for the proposed project. Our services were provided as authorized by High Performance Services, LLC via email approval dated April 12, 2017.

This report presents a review of the information provided to us, a description of the site and subsurface conditions, and our recommendations. The appendices contain a Site Location Map, a Boring Location Plan, and a Boring Log.

Purpose and Scope of Work

The purpose of this investigation was to obtain specific subsurface data at the site and to provide geotechnical-related parameters for the design and construction of foundations for a new self-support tower.

Our scope of work included the following:

- One (1) soil test boring was drilled to a depth of 60 feet below the ground surface (bgs). Figure 1 shows the Site Location Map. Figure 2 shows the Boring Location Plan. Standard penetration tests (SPTs) were conducted to obtain soil samples and SPT N-values, in accordance with ASTM D-1586.
- The depth to groundwater, if any, was measured in the boring after drilling was completed.

- The soil samples were visually classified in accordance with ASTM D-2488 and a boring log was prepared. The soil conditions were evaluated by a registered professional engineer and this geotechnical report was prepared with our recommendations.

We have recommended design parameters and settlements based on the SPT N-values, an examination of the soil samples, and our experience with similar soil conditions and structures.

Project Information

We were provided with a set of survey drawings prepared by SMW Engineering Inc., and dated October 5, 2016. The proposed tower would be located 1101 Byrneville road, near Century, Escambia County, Florida. In general, the proposed tower compound is located within a flat terrain with an approximate surface elevation of 254 feet Above Mean Sea Level (AMSL) within the proposed 100-foot by 100-foot (10,000 square feet) lease area. The ground surface within the proposed lease area is covered with grass.

We understand that plans include constructing a 280-foot tall self-support lattice tower, approximately as shown on Figure 2 in Appendix A. We assume that the equipment building/cabinet will be a pre-fabricated structure supported on a perimeter grade beam, spread footing or turndown slab. The project also includes constructing a 30-foot wide ingress/egress easement.

Field Drilling Work

The fieldwork was conducted on April 17, 2017. Information obtained from the boring was used to help us evaluate the subsurface conditions and to assist in formulating our recommendations. The tower center was staked at the time of our site visit.

General Site Geology and Subsurface Soil Conditions (Boring B-1)

The geology of the site is best described by the Geologic Map of State of Florida, Florida geological survey and the Florida department of Environmental Protection, as being within Citronelle Formation (Tci), with the primary soil types of sand, and clay or mud. The subsurface conditions were explored with one soil test boring, drilled approximately as shown on Figure 2.

In general, from ground surface and extending to the depth drilled of 60 feet below ground surface (bgs), soils encountered consisted of loose clayey Sand down to 18.5 feet bgs, underlain by very loose to medium compact well graded Sand with fine to medium coarse particles and with trace amounts of clay. The soils classified as SC and SW soil types based on the Unified Soil Classification System (USCS).

The N-values are shown on the attached boring log and ranged from 6 to 29 blows per foot (bpf). Moisture presence within the soil samples was manually described as wet and saturated, as shown on the attached boring log.

Groundwater Level Conditions

A groundwater level condition was encountered at 44 feet bgs at the time of drilling (ATD). It should be noted that groundwater level observations made within mostly cohesive soils during drilling could be misleading. It should be anticipated that the groundwater level will fluctuate due to seasonal climatic changes during the year. To determine actual groundwater level measurements, groundwater levels should be measured using observation wells installed for prolonged periods.

Foundation Construction Recommendations

Tower Foundations

The subsurface conditions are suitable for the support of the proposed tower using either a shallow foundation system or a deep foundation system.

Shallow Foundation System

For the case of a pad and pier foundation or mat foundation, the soils are capable of a maximum net allowable soil bearing pressure (q_{ALL}) of 2,000 psf at a minimum depth of foundation (D_f) of 13 feet below finish grade elevation. Total and differential settlement should be less than 1-inch and ½-inch, respectively. The pad and pier should bear within the existing loose clayey Sand (SC).

An internal friction angle (ϕ) of 26 degrees, a wet soil unit weight (γ_{wet}) of 110 pcf, and a safety factor (SF) of 3 should be considered for soil bearing computations.

Deep Foundation System

Based on our review of the subsurface conditions encountered in the boring, we offer the following average soil parameters for the design of the new tower.

Depth (feet)	Unit Weight $^*(\gamma_{wet})/(\gamma_b)$ (pcf)	Friction Angle (ϕ) (deg)	Soil Cohesion (Su) (psf)	K_p	Allowable Skin Friction (f_s) (ksf)	Allowable Soil Bearing Pressure (q_{ALL}) (ksf)
0-18.5	110	26	0	2.56	0.16	1.5
18.5-28.5	110	28	0	2.77	0.45	3.0
28.5-33.5	115	30	0	3.00	0.65	4.0
33.5-60	120/58	32	0	3.25	1.00	5.0
A safety factor of 2.0 is used for allowable skin friction (f_s). A safety factor of 3.0 is used for allowable soil bearing pressure (q_{ALL}). *Below the groundwater level designer should consider the buoyant unit weight (γ_b) = $\gamma_{wet} - \gamma_{water}$. For K_A calculation project designer, should consider $K_A=1/K_p$.						

Total drilled shaft foundation settlement should be limited to 0.50-inch or approximately 0.60 percent of the drilled shaft diameter (D). Allowable soil bearing pressure (q_{ALL}) provided is based on a minimum drilled shaft diameter (D) of 6 feet. Final shaft diameter (D) and embedment length (L) will depend upon final tower loading conditions. Drilled shaft lateral deflection (Δ) should not exceed a maximum target value of 1-inch.

For these foundations ECA recommends a minimum concrete strength (f'_c) of 4,000 psi with a corresponding mix design slump between 4 and 8 inches.

Building Foundations

The proposed equipment building can be supported on a perimeter grade beam, spread footing or turndown slab foundation. For the design of the building foundation the soils are capable of a maximum net allowable soil bearing pressure (q_{ALL}) of 2,000 psf. A minimum depth of foundation (D_f) of 1.5 feet below final grades should be considered. Total and differential settlements should be less than 1/2-inch and 1/4-inch, respectively.

For the design of floor concrete slabs, the designer may consider a modulus of subgrade reaction (K_s) of 75 kips/ft³. Bearing pad should be prepared and compacted prior to placing any concrete. Contractors should verify the Fill Placement section of this report.

Soil Site Class

Based on our site evaluation and the information provided by the International Building Code (2006), to perform a dynamic analysis the clients design engineer should consider that the soils at the site fall under *Soft Soil profile and Site Class S_E* , with SPTs less than 15 blows per foot (bpf).

The design spectral response acceleration parameters obtained from the United States Geological Survey (USGS) website and corresponding to the following site coordinates: Latitude 30.949383 N and Longitude -87.3260 W and are as follows:

Period (sec)	Mapped MCE Spectral Response Acceleration (g)		Modified MCE (g)		Design Spectral Response Acceleration Parameters (g)	
0.2	S_s	0.125g	S_{MS}	0.313g	S_{DS}	0.209g
1.0	S_1	0.055g	S_{M1}	0.193g	S_{D1}	0.128g
Notes: 0.2 seconds (Short period), MCE = Maximum Considered Earthquake, Mapped acceleration corresponding to 5% damping.						

Liquefaction Analysis for Soil Profile in Boring B-1

As shown on the attached boring log, *between the ground surface and 28.5 feet bgs* we encountered loose granular material, but not saturated. A liquefaction analysis was performed for the general profile obtained at the site using Seed and Idriss (1971) conventional procedure, an earthquake magnitude (M) of 7.5 (Richter Scale), and the spectral response acceleration (g) parameters described in the table above.

Based on the information provided by Boring B-1 and for the described depths, liquefaction is likely not to occur.

Foundation Excavations

A groundwater level was encountered near the anticipated depth of foundation. Therefore, prospective contractor *should consider* excavation dewatering. To avoid softening of the shallow soils exposed at the foundation bearing level, excavations should not be left open for extended periods prior to placing reinforcing steel and concrete. If rain or freezing weather is expected, excavations should not be completed. Leaving the excavations at least 1-foot above final grade should protect the bearing soils from deterioration.

If the excavation must remain open overnight or if rainfall becomes imminent while the bearing soils are exposed, we recommend that a 2 to 4-inch thick "mud-mat" of "lean" (2,000 psi) concrete be placed on the bearing soils before the placement of reinforcing steel. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the foundation excavation bottom immediately prior to placement of concrete.

Fill Placement

If required, borrow materials for fill, **unless otherwise specified**, should consist of essentially granular material (GM, GP, GM, GC, SW, SP or SM Unified Soil Classification System); A-2-6 or better, AASHTO Classification, as approved by the **Project Geotechnical Engineer**. These should be free from vegetation and should not contain rocks greater than 6 inches in size.

The amount of fill required for this project depends on the planned final grades, but we expect it to be minimal. Any fill or backfill required to attain finished grade should be placed in layers not exceeding 8 to 10-inch thick lifts and compacted to not less than 95% of the Modified Proctor Maximum dry density, as determined by method (ASTM D-1557). The soil moisture content should be close to the optimum moisture content. All required fill should meet the specified compaction criteria.

ECA does not know the capability of the surficial soil to support pavements. However, we suggest that the upper soils be replaced by granular fill in areas of heavy traffic to improve the subgrade support capabilities and moisture sensitivity.

Field density tests should be conducted at routine intervals as the fill is being placed to verify that adequate compaction is achieved. Prior to placing any new fill, any soft or loose near surface soils should be removed and the area Proof-Rolled with a heavy vehicle or a heavy compaction vibratory roller to confirm that any unsuitable soil conditions have been discovered.

Stability of Excavations

Proposed project excavation depths for foundation construction must not exceed those specified by either local, state or federal safety regulations. At a minimum, excavation safety standards created by OSHA (Occupational and Safety Health Administration) and the OSHA 29 CFR Part 1926 regulation should be enforced.

Basis for Recommendations

The subsurface conditions encountered at the boring location is shown on the Boring Log in Appendix B. The Boring Log represents our interpretation of the subsurface conditions based on the field logs and visual examination of field samples by an engineer. The lines designating the interface between various strata on the Boring Log represents the approximate interface locations. In addition, the transition between strata may be gradual. The water level shown on the Boring Log, if any, represents the condition only at the time of our exploration.

The recommendations contained herein are based in part on project information provided to us and only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional information is available, please let us know so that we may review the validity of our recommendations.

Regardless of the thoroughness of a geotechnical investigation, there is always a possibility that conditions between borings will be different from those at specific boring locations and that conditions will not be as anticipated by the designers or contractors. In addition, the construction process may itself alter soil conditions. Therefore, experienced geotechnical personnel should observe and document the construction procedures used and the conditions encountered. Unanticipated conditions and inadequate procedures should be reported to the design team along with timely recommendations to solve the problems created. ECA is best qualified to provide this service based on our familiarity with the project, the subsurface conditions, and the intent of the recommendations and design.

We wish to remind you that we will store the soil samples for 30 days. The samples will then be discarded unless you request otherwise.

We will be happy to discuss our recommendations with you and look forward to providing the additional studies or services necessary to complete this project. We appreciate the opportunity to be of service. Please call us with any questions at (770) 667-2040.

Sincerely,
Environmental Corporation of America



Héctor A. Acosta, M.S.C.E., P.E.
Principal Geotechnical Engineer
State of Florida Reg. No. 78902

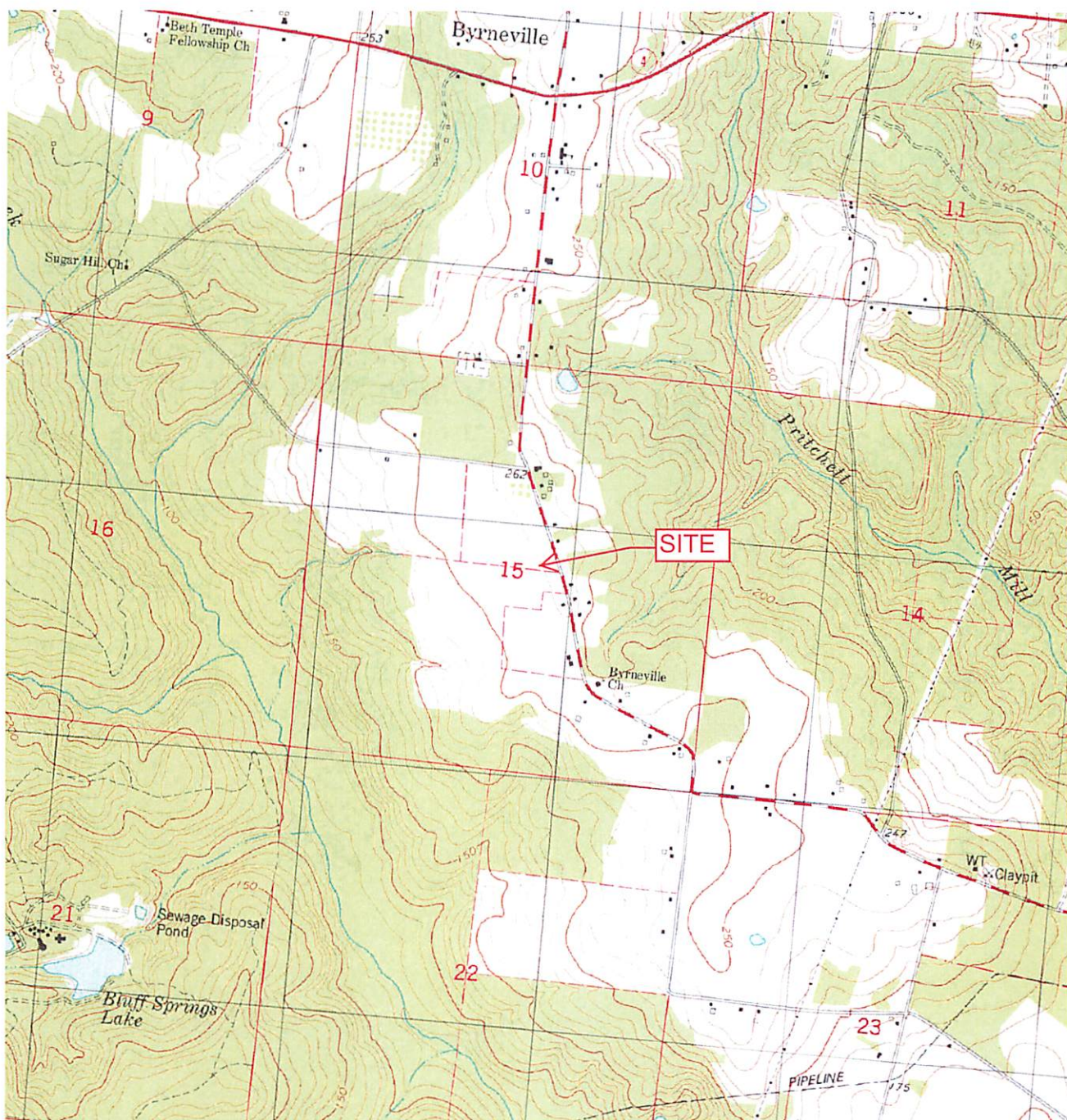
Appendix A Figures
Appendix B Boring Log



Marvin G. Webster
Principal Scientist

APPENDIX A

Figures



2000 0 2000 ft



Source: USGS Topographic Map, 7.5 Minute Series, Century, FL-AL (1978).



Bluff Springs (FA No. 13798460)
1101 Byrneville Road
Century, Escambia County, Florida
Figure 1: Site Location Map



ECA Project No. S1585



APPENDIX B

Boring Log

Project: Bluff Springs
Project Location: Century, FL
Project Number: S1585

Environmental Corp. of America
 1375 Union Hill Industrial Ct. Suite-A
 Alpharetta, GA 30004
 (770)-667-2040

Log of Borings B-1
Sheet 1 of 2

Date(s) Drilled 04/17/2017	Logged By AB	Checked By HAA
Drilling Method Mud Rotary	Drill Bit Size/Type 2.25 inches	Total Depth of Borehole 60 feet bgs
Drill Rig Type D-25	Drilling Contractor Universal Engineering Sciences	Approximate Surface Elevation 254.7 feet A.M.S.L.
Groundwater Level and Date Measured 44 feet A.T.D.	Sampling Method(s) SPT	Hammer Data 140 Lbs hammer, rope and cathead
Borehole Backfill Cement Bentonite	Location Century, Escambia County, Florida	

Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N-Value	MATERIAL DESCRIPTION	MATERIAL TYPE	USCS SYMBOL	Rec. (%) / RQD(%)	Water Content(%)	qu (tsf)	LL(%)	PI(%)
0	1		3-3-3	6	Top soil, dark brown, loose clayey Sand, trace roots, wet	SC				-		
5	2		4-4-4	8	Same as above, reddish brown, loose, wet	SC				-		
	3		3-3-5	8	Same as above, loose, wet	SC				-		
10	4		4-3-3	6	Same as above, loose, wet	SC				-		
15	5		4-3-3	6	Same as above, reddish brown, trace rock fragments, loose, wet	SC				-		
20	6		4-5-4	9	Tan, loose well graded Sand, fine to medium coarse particles, wet	SW				-		
25	7		4-4-6	10	Same as above, trace gravels, loose, wet	SW				-		
30	8		6-8-10	18	Same as above, medium compact, wet	SW				-		

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ENVIRONMENTAL CORPORATION OF AMERICA

Project: Bluff Springs
Project Location: Century, FL
Project Number: S1585

Environmental Corp. of America
 1375 Union Hill Industrial Ct. Suite-A
 Alpharetta, GA 30004
 (770)-667-2040

Log of Borings B-1
Sheet 2 of 2

Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N-Value	MATERIAL DESCRIPTION	MATERIAL TYPE	USCS SYMBOL	Rec. (%) / RQD(%)	Water Content(%)	qu (tsf)	LL(%)	PI(%)
35	9		11-13-14	27	Same as above, medium compact, wet Tan, gravelly silty Sand, medium to coarse particles, medium compact, wet	SW				-		
40	10		11-11-12	23	Same as above, medium compact, saturated	SW				-		
45	11		11-15-14	29	Same as above, medium compact, saturated	SW				-		
50	12		12-14-14	28	Same as above, medium compact, trace clay, saturated	SW				-		
55	13		10-12-15	27	Same as above, medium compact, saturated	SW				-		
60	14		9-13-14	27	Same as above, medium compact, trace clay, saturated	SW				-		
					End of boring at 60 feet							

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ENVIRONMENTAL CORPORATION OF AMERICA

Project: Bluff Springs
Project Location: Century, FL
Project Number: S1585

Environmental Corp. of America
1375 Union Hill Industrial Ct. Suite-A
Alpharetta, GA 30004
(770)-667-2040

Key to Log of Boring
Sheet 1 of 1

Depth (feet)	Sample Number	Sample Type	Sampling Resistance, blows/ft	SPT N-Value	MATERIAL DESCRIPTION	MATERIAL TYPE	USCS SYMBOL	Rec. (%) / RQD(%)	Water Content(%)	qu (tsf)	LL(%)	PI(%)
1	2	3	4	5	6	7	8	9	10	11	12	13

COLUMN DESCRIPTIONS

- 1 Depth (feet): Depth in feet below the ground surface.
2 Sample Number: Sample identification number.
3 Sample Type: Type of soil sample collected at the depth interval shown.
4 Sampling Resistance, blows/ft: Number of blows to advance driven sampler one foot (or distance shown) beyond seating interval using the hammer identified on the boring log.
5 SPT N-Value:
6 MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.
7 MATERIAL TYPE: Unconfined compressive strength, in kips per square foot.
8 USCS SYMBOL: Graphic depiction of the subsurface material encountered.
9 Rec. (%) / RQD(%):
10 Water Content(%):
11 qu (tsf): The reading from a photo-ionization detector, in parts per million.
12 LL(%): Liquid Limit, expressed as a water content.
13 PI(%): Plasticity Index, expressed as a water content.

FIELD AND LABORATORY TEST ABBREVIATIONS

CHEM: Chemical tests to assess corrosivity
COMP: Compaction test
CONS: One-dimensional consolidation test
LL: Liquid Limit, percent

PI: Plasticity Index, percent
SA: Sieve analysis (percent passing No. 200 Sieve)
UC: Unconfined compressive strength test, Qu, in ksf
WA: Wash sieve (percent passing No. 200 Sieve)

MATERIAL GRAPHIC SYMBOLS



Clayey SAND (SC)



Well graded SAND (SW)

TYPICAL SAMPLER GRAPHIC SYMBOLS



Auger sampler



CME Sampler



Bulk Sample



Grab Sample



3-inch-OD California w/
brass rings



2.5-inch-OD Modified
California w/ brass liners



Pitcher Sample



2-inch-OD unlined split
spoon (SPT)



Shelby Tube (Thin-walled,
fixed head)

OTHER GRAPHIC SYMBOLS



Water level (at time of drilling, ATD)



Water level (after waiting)



Minor change in material properties within a
stratum



Inferred/gradational contact between strata



Queried contact between strata

GENERAL NOTES

- 1: Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
2: Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.

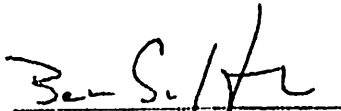


FCC Environmental Compliance Checklist

- | <u>YES</u> | <u>NO</u> | |
|------------|-----------|--|
| _____ | <u>X</u> | 1. Will the facility be located in an officially designated wilderness area? |
| _____ | <u>X</u> | 2. Will the facility be located in an officially designated wildlife preserve? |
| _____ | <u>X</u> | 3. Will the facility affect federally listed, threatened or endangered species or designated critical habitats? |
| _____ | <u>X</u> | 4. Is the facility likely to jeopardize the continued existence of any federally proposed endangered or threatened species or likely to result in the destruction or adverse modification of proposed critical habitats? |
| _____ | <u>X*</u> | 5. Will the facility affect districts, sites, buildings, structures, objects, or other cultural resources listed, or eligible for listing, in the National Register of Historic Places?
<small>* Though Historic Properties would be affected by the proposed undertaking, according to FCC guidance, preparation of an environmental assessment is not required for facilities that affect historic properties listed in or eligible for listing in the National Register of Historic Places unless an adverse effect would occur.</small> |
| _____ | <u>X</u> | 6. Will the facility affect Indian religious sites? |
| _____ | <u>X</u> | 7. Will the facility be located in a 100-year floodplain? |
| _____ | <u>X</u> | 8. Will the construction of the facility involve a significant change in surface features (e.g., wetland fill, deforestation, or water diversion)? |
| _____ | <u>X</u> | 9. Will the antenna or tower and/or supporting structure be equipped with high intensity white lights and be located in or near a residential neighborhood, as defined by the applicable zoning law? |
| _____ | <u>X</u> | 10. Will the proposed facility fall within the categories listed in Table 1 of Section 1.1307(b) and cause exposure of workers or general public to levels of radio-frequency radiation in excess of the limits in Section 1.1310? |

IF ALL THE QUESTIONS ABOVE WERE ANSWERED "NO", NO FURTHER ACTION IS REQUIRED FOR FCC ENVIRONMENTAL PURPOSES.


PROJECT MANAGER


REVIEWED BY



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

Aeronautical Study No.
2019-ASO-31536-OE

Issued Date: 11/13/2019

Lillian Alvarado
AT&T (la)
208 S Akard
Dallas, TX 75202

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

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

Structure:	Antenna Tower BLUFF SPRINGS
Location:	Century, FL
Latitude:	30-56-58.65N NAD 83
Longitude:	87-19-36.68W
Heights:	253 feet site elevation (SE)
	290 feet above ground level (AGL)
	543 feet above mean sea level (AMSL)

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

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

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

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

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

This determination expires on 05/13/2021 unless:

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

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (817) 222-4613, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2019-ASO-31536-OE.

Signature Control No: 420700223-422673544
Natalie Schmalbeck
Technician

(DNE)

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2019-ASO-31536-OE

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



ESCAMBIA COUNTY, FLORIDA

PERMIT

Permit # 1903994 PAW

For Driveway Construction in County Right of Way

Name of Applicant: Mackenzie Hodges OBO HPS & ATC Date: 3/5/2019

Mailing Address: 111 West Main St. Suite 202 Garner, NC 27529 Phone: 919-772-2594

City Zip

E-mail Address: mackenzie@bluewavedeployment.com

Property Reference Number: _____

Location: 1. Street or Road: Byrneville Road

2. Between: McBride Rd and Cray Rd

3. Name of Subdivision: _____

(if applicable)

Building Permit: Is there also a building permit associated with this driveway permit? ☒ YES ☐ NO

CHECKS SPECIFY THE TYPES OF WORK AS APPLICABLE:

(x) Connects To Paved Road (requires paving of driveway within ROW)

() Connects To Dirt Road (requires 4" of suitable material installed within ROW)

Driveway Connection (): Type I Curb cut () Type II Dipped drive () Type III Cross pipe () Type IV Special ()

Driveway connection specification: * DRIVEWAY IS EXISTING *
(as determined by County)

It is understood and agreed by Applicant that upon approval of the application and the issuance of a construction permit for installation of a driveway that all work and inspection shall be accomplished in accordance with County requirements. Compliance with County "Typical Driveway Connection Standards" is stipulated with acceptance of this permit. Work shall not be commenced until the written approval is issued to applicant, and shall be completed before construction permit expires. If permit expires a renewal fee and new application is required. "Rogras or sod as needed for shoulder. Construction materials/debris will not be used as fill in county right-of-way, backfill used for construction of drives, etc. will be clean fill. An attached sketch shall be included indicating the approximate location of construction relative to ROW lines, the roadway and ditches.

919-772-2594
Phone of Contact Person

Mackenzie Hodges
Applicant (Print Name of contact person)

Fee in accordance with Resolution 98-18.

Amount: No Charge

Permission is hereby granted to proceed with proposed construction as noted above and in accordance with permit conditions. Applicant shall be required to notify the Development Services Bureau Office prior to the commencement of construction.

Date approved: 4.26.19 Approved for Construction by: [Signature]

County Permit Expires: 7.26.19 Construction must be completed and ready for inspection prior to date.

Inspected and approved by: _____ Date: _____

If repairs to rights-of-way are not made according to County standards and specifications by the expiration date shown on the permit, the County may elect to perform the repairs at Applicant's expense. Applicant's failure to reimburse County for such expenses will be cause for Engineering to refuse to issue any permits to Applicant for future projects. County accepts no responsibility for and does not hereby warrant that it will protect, repair, or finish Applicant's project in the course of making such repairs to County rights-of-way.

This permit application has been reviewed and only applies to the installation of new driveway access within the County right-of-way. This permit application has not been reviewed or approved for land development codes and/or environmental protection requirements; therefore, this permit application does not imply that the property/land being accessed is suitable for any other purpose.

****The applicant/owner shall have a copy of the approved permit at all times on the job site****

"I certify that I have read the entire permit and agree to the terms stated therein."

Mackenzie Hodges OBO HPS and ATC
Applicant's signature

It is the responsibility of the "Applicant" to notify the Traffic Division at (850) 595-3422 - 24 hours in advance of the time and date this project will start and when the project is finished. Contact Sunshine Utility Locate Service 1(800) 432-4770, 48 Hours before you dig call. It's the Law in Florida

\\HATTOFOR-000\Forms\Driveway Permit\Driver_Form2017.doc

DRIVEWAY INFORMATION REQUEST FORM
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA, FL 32503

1. Mackenzie Hedges 111 West Main St. Suite 202
APPLICANT'S NAME **CURRENT ADDRESS**

Garner, NC 27529 919-772-2994
TOWN, STATE, ZIP CODE **WORK PHONE** **HOME PHONE**

hereinafter termed the applicant, request permission to install a driveway on the _____ side of
 _____ road to serve my property located at:
 (Name of road driveway will join)

 Public Works Department Use Only

PAVED ☒ OR DIRT ROAD ☐
 APPROX. DEPTH OF DITCH/SWALE ALONG FRONT OF PROPERTY? 3 FT.
 WHICH TYPE OF DRIVEWAY IS RECOMMENDED?

☐ TYPE I (Curb Cut)
☐ TYPE II (Dipped Driveway, Swale less than 12" deep)
☒ TYPE III (Culvert Driveway, Swale greater than 18" deep)
☐ OTHER (Applicant's Choice)

WHAT IS DIAMETER OF ADJACENT CULVERTS? 18" Upstream 18" Downstream
 MINIMUM DIAMETER OF NEW CULVERT. 18" IN. (Based Upon Existing Culverts; 18" Min.)
 RECOMMENDED LENGTH OF CULVERT _____ FT.
 SHAPE OF NEW CULVERT: round ☒ elliptical ☐ arched ☐ ***please circle one***
 TYPE OF END SECTION: headwall (only on dirt rd) _____ or mitered-end-section ☒ (all paved roads)
 SPECIAL REQUIREMENTS: Existing culvert is Fine
will not require a new culvert

INSPECTED BY: Scott E. Cook DATE: 4/5/19

 REQUIREMENTS:

1. **HAVE DRIVEWAY FLAGGED OR STAKED** so the inspector will know exactly where you want the pipe installed. See standard County Details for construction.
2. If curb and gutter exists along edge of roadway follow County Detail for Type I driveway construction.

REGULATIONS:

1. The driveway culvert will be constructed by the Applicant in accordance with details provided for Type III driveway, Escambia County regulations, and will be subject to inspection by County Inspectors.
2. The applicant will save and keep Escambia County harmless from any and all damages, claims or injuries that may occur by reason of this construction.
3. The applicant binds and obligates himself/herself to conform to the above description and to abide by the driveway regulations.
4. This permit application has been reviewed and only applies to the installation of new driveway access within the County right-of-way. This permit application has not been reviewed or approved for land development codes and/or environmental protection requirements; therefore, this permit application does not imply that the property/land being accessed is suitable for any other purpose.

Mackenzie Hedges OBO HFS and ATC 3/6/2019
APPLICANT **DATE**

culverts

culvert needs to be set at flowline to allow for proper drainage.

driveway needs hard surface, either concrete or asphalt from property line to roads edge.

culvert needs to be a minimum of twenty feet in length with a minimum of five foot mitered ends.

**If you have any questions feel free
to call # (850) 554-3765**

ASR Application Search

Application A1148684**Application Detail**

File Number A1148684

Constructed

Registration
Number

Dismantled

NEPA

EMI

No

Application Information

Status Pending

Date Received 12/02/2019

Purpose Amendment

Entered 12/02/2019

Mode Interactive

Antenna Structure

Structure Type LTOWER - Lattice Tower

Location (in NAD83 Coordinates)

Lat/Long 30-56-58.7 N 087-19-36.7 W

Address Off Byrneville Road

City, State Century , FL

Zip 32535

County ESCAMBIA

Center of
AM ArrayPosition of Tower
in Array**Heights (meters)**

Elevation of Site Above Mean Sea Level

Overall Height Above Ground (AGL)

77.1

88.4

Overall Height Above Mean Sea Level

Overall Height Above Ground w/o Appurtenances

165.5

85.3

Proposed Marking and/or Lighting

FAA Style E

FAA Notification

FAA Study 2019-ASO-31536-OE

FAA Issue Date 11/13/2019

Owner & Contact Information

FRN 0021840798

Owner Entity Type Limited Liability Company

Owner

AT&T Mobile Services LLC

P: (202)457-3068

Attention To: Anisa Latif

F:

1120 20th Street, NW

E: anisa.a.latif@att.com

Suite 1000

P.O. Box 1120 20th Street, NW

Washington , DC 20036

Contact

Johnson , Eric

P: (770)667-2040

Attention To: Eric Johnson

F:

1375 Union Hill Industrial Court

E: eric.johnson@eca-usa.com

Suite A

P.O. Box 6672040

Alpharetta , GA 30004

Environmental Compliance

Does the applicant request a Waiver of the Commission's rules for environmental notice?

No

Is another Federal Agency taking responsibility for environmental review?

No

Reason for another Federal Agency taking responsibility for environmental review

Is the applicant submitting an Environmental Assessment?

No

Does the applicant certify to No Significant Environmental Effect pursuant to Section

Basis for Certification

Name of Federal Agency

Local Notice Date

National Notice Date

12/06/2019

Certification

Authorized Party Huggins, Tyler

Title

Project Manager

Receipt Date 12/02/2019

Comments

Comments

None

History

Date

Event

11/26/2019

New Application Received

Trans Log

Date	Description	Existing Value	Requested Value
12/02/2019	Structure : The date the FAA determination was issued		11/13/2019
12/02/2019	Structure : The elevation height (in meters)	77.0	77.1
12/02/2019	Structure : The FAA study number		2019-ASO-31536-OE

All Trans Log (4)

Pleadings

Pleading Type	Filer Name	Description	Date Entered
None			

Automated Letters

Date	Description
None	

Attachments

Type	Description	Date Entered
None		

CLOSE WINDOW



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

December 4, 2019

Mary S. Palmer
Wireless Project Specialist
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Wells Fargo Tower
420 North 20th Street Suite 1400
Birmingham, AL 35203

Dear Ms. Palmer:

The Department has reviewed the request that you submitted for the telecommunications tower at 1101 Bryneville Road, Century, FL 32535 in Escambia County and have no objections to the tower at this location.

If you have any questions please contact me at (850) 330-1328 or bryan.yongue@dot.state.fl.us

Sincerely

Bryan O. Yongue

Property Management Agent



Board of County Commissioners • Escambia County, Florida

John Dosh, Director
Public Safety Department

December 16, 2019

Mary S. Palmer

Wireless Project Specialist
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Wells Fargo Tower
420 North 20th Street, Suite 1400
Birmingham, AL 35203

Ms. Palmer,

The Escambia County Department of Public Safety (Emergency Management) has no objection to the proposed tower in reference to Section 4-7.12(14), Escambia County Land Development Code at the proposed Lat/Long of 30-56-58.65N NAD 83, 87-19-36.68W.

Sincerely,

Andrew Hamilton 
Emergency Communications Chief

6575 North W Street • Pensacola, Florida 32505-1714

Telephone (850) 471-6400 • Fax (850) 471-6455

www.myescambia.com

my escambia



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

December 4, 2019

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If you have any questions please contact me at (850) 330-1328 or bryan.yongue@dot.state.fl.us

Sincerely

A handwritten signature in blue ink, appearing to read "Bryan O. Yongue", written in a cursive style.

Bryan O. Yongue

Property Management Agent

Certificate of AM Regulatory Compliance

Site Name **BLUFF SPRINGS**
Location **N30-56-58.7 W87-19-36.7**
Client **AT&T**
Certification Date **10/23/2019**

According to the Federal Communications Commission (FCC) Rules and Regulations,

***§1 Subpart AA. Disturbance of AM broadcast station antenna patterns**

Part §1.30000 Purpose.

This rule protects the operations of AM broadcast stations from nearby tower construction that may distort the AM antenna patterns. All parties holding or applying for Commission authorizations that propose to construct or make a significant modification to an antenna tower or support structure in the immediate vicinity of an AM antenna, or propose to install an antenna on an AM tower, are responsible for completing the analysis and notice process described in this subpart, and for taking any measures necessary to correct disturbances of the AM radiation pattern, if such disturbances occur as a result of the tower construction or modification or as a result of the installation of an antenna on an AM tower. In the event these processes are not completed before an antenna structure is constructed, any holder of or applicant for a Commission authorization is responsible for completing these processes before locating or proposing to locate an antenna on the structure, as described in this subpart. **Part §1.30002 Tower construction or modification near AM stations.**

(a) Construction near a nondirectional AM station. Proponents of construction or significant modification of a tower which is within one wavelength of a nondirectional AM station, and is taller than 60 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would distort the radiation pattern by more than 2 dB, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the nondirectional antenna.

(b) Construction near a directional AM station. Proponents of construction or significant modification of a tower which is within the lesser of 10 wavelengths or 3 kilometers of a directional AM station, and is taller than 36 electrical degrees at the AM frequency, must notify the AM station at least 30 days in advance of the commencement of construction. The proponent shall examine the potential impact of the construction or modification as described in paragraph (c). If the construction or modification would result in radiation in excess of the AM station's licensed standard pattern or augmented standard pattern values, the proponent shall be responsible for the installation and maintenance of any detuning apparatus necessary to restore proper operation of the directional antenna."

This certificate verifies that the site at the above coordinates has been screened out to 3.2 km for directional antenna AM stations and 1.2 km distance for non-directional antenna AM stations and found to have no AM broadcast stations currently licensed to operate within those distances. Current FCC rules coordination distances are less as calculated in the above FCC rule §1.30002 adopted February 2014. Structure height is also considered in the current FCC rules. No further AM coordination actions are warranted at this time.



8618 Westwood Center Drive, Suite 315
Vienna, VA 22182
703-276-1100
www.sitesafe.com
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v.20170123



AT&T Mobility, Inc.
1876 Data Drive
Hoover, AL 35244

March 18, 2019

Escambia County FL
Attn: Planning Director
3363 West Park Place
Pensacola, FL 32505

Reference: AT&T Mobility, LLC
Site: Bluff Springs (**USID 173598**)
Site Location: Central Water Works candidate near 1100 Byrneville Rd, Century, AL 32535

To Whom It May Concern:

AT&T Mobility, LLC herein referred to as "AT&T" is currently enhancing our network architecture to meet the growing demands of wireless voice and data customers in many areas of Alabama and Northwest Florida. This is necessary to provide such features as Fixed Wireless Local Loop (WLL), FirstNet, mobile internet, enhanced voice telephony, audio and video streaming, connectivity to cloud-based storage services, IoT (Internet of Things) devices, and mobile apps at the quality of service expected by our subscribers. To most efficiently utilize all available wireless spectrum to serve event locations, we must increase the complexity of our wireless radio systems and improve traffic distribution in areas of high utilization.

AT&T is currently requesting to construct a wireless transmission tower with a 275' antenna rad center at the location referenced above. This new transceiver location is needed to provide Fixed Wireless Local Loop (WLL) to the nearby homes as well as improved indoor coverage to the Bluff Spring & Byrneville areas near Century, FL. The location of this site is critical to successfully provide the needed coverage and capacity/data throughput to this area of our cellular network. The requested height of 275' will allow AT&T to provide FWLL, FirstNet, and mobility coverage to a significant portion of Bluff Spring & Byrneville areas as well as allow for future capacity expansion for the future capacity growth. Some specific locations where the new Bluff Springs tower will enhance both coverage and capacity include: Bluff Springs, Byrneville, Byrneville Elementary School, Byrneville Road, nearby portions of Highway 29/95 (N Century Blvd), Highway 4, Highway 168/4A, Stone Lake, Century Volunteer Fire Department, and southwest portions of Century, FL.

New sites are being required to meet new services and growing customer demands for bandwidth-sensitive applications because the distance covered by wireless transmissions directly affects the digital bandwidth delivered to the receiver. By building sites closer to our customers, we are able to supply those customers with the higher data-speeds and greater service value they demand.



The indoor coverage improvement expected from this site is illustrated in the included maps showing service levels before and after the site is commissioned. In this suburban and rural environment, increased signal strength and denser site spacing is needed to increase in-building service and also provide the needed capacity. When the proposed site is commissioned, the area will improve substantially providing strong, reliable signal levels, improved capacity, and yield higher data speeds to many of the areas around the site as noted above.

In this market existing structures are evaluated if adequately suited to the network in meeting the increasing demands of our customers and the value of the structure is sufficient for the considerable long-term investment being made. The only known existing macro tower within roughly a 1 mile radius of the proposed AT&T location is a 199 foot Crown Castle tower (FCC ASR 1201416) located 0.84 miles away to the southeast. This structure is too short to adequately provide coverage to the target area between Bluff Springs, FL and Byrneville, FL. The lack of a suitable collocation candidate at the needed height within the search area of the **Bluff Springs** site drives the need for construction of a new structure.

The maps provided are derived from a tool called Atoll™ produced by Forsk®. These predictions use digital topography based on data from the USGS and 'clutter models' derived from satellite imagery detailing the topology of an area. These clutter models are categorically tested for typical incurred losses. These loss estimates are then further tuned with regional propagation studies to better calculate the signal level expectations of a given area and provide an accurate prediction of expected coverage

Should you require any additional information, or if you should have any questions, please feel free to contact me at cv011n@att.com or 205-517-4154.

Sincerely,

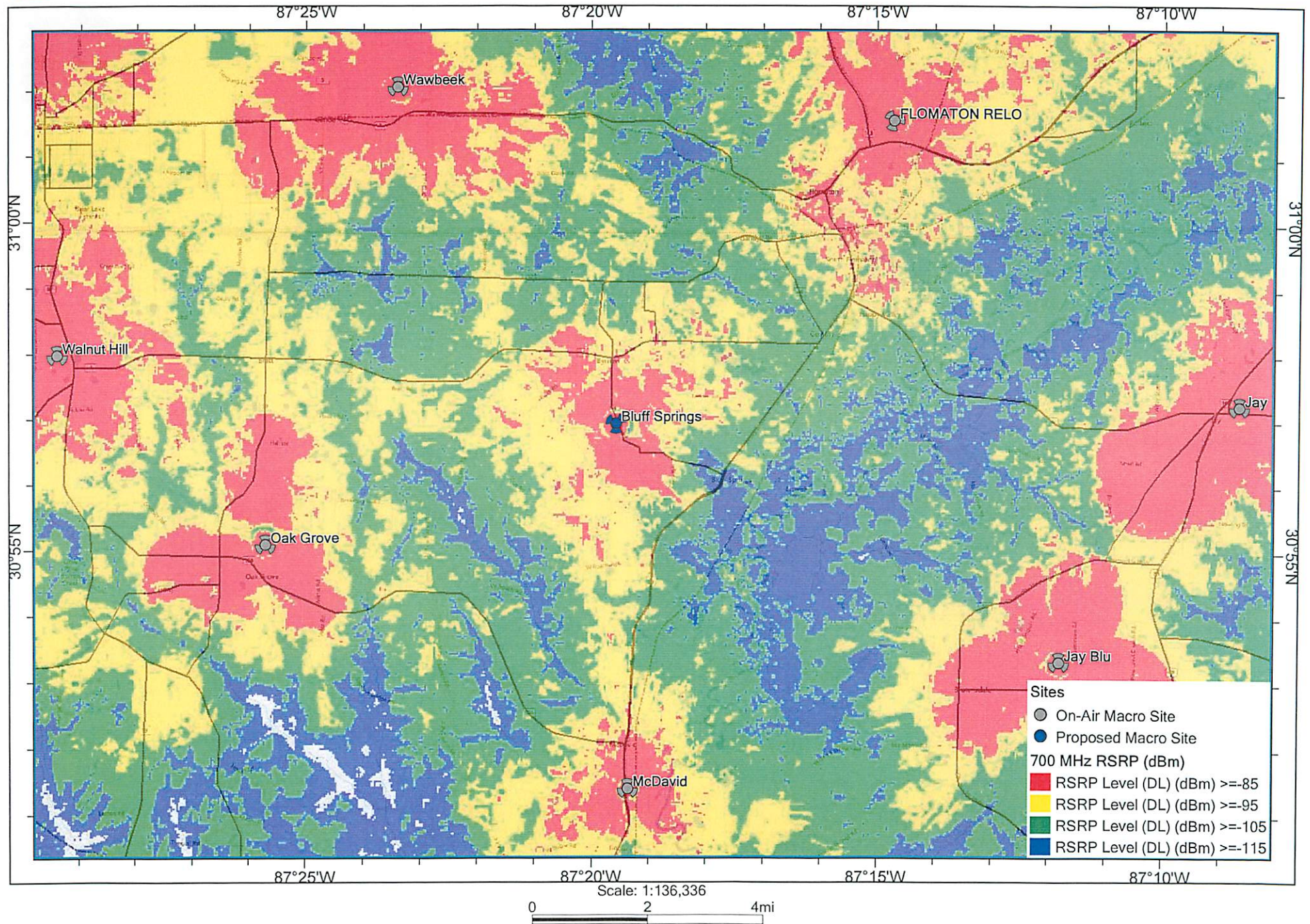
A handwritten signature in blue ink that reads "Christopher M. Vaughn". The signature is fluid and cursive, with the first name being the most prominent.

Christopher M. Vaughn
Senior RAN Engineer
AT&T Mobility, LLC

Enclosure: Propagation maps.

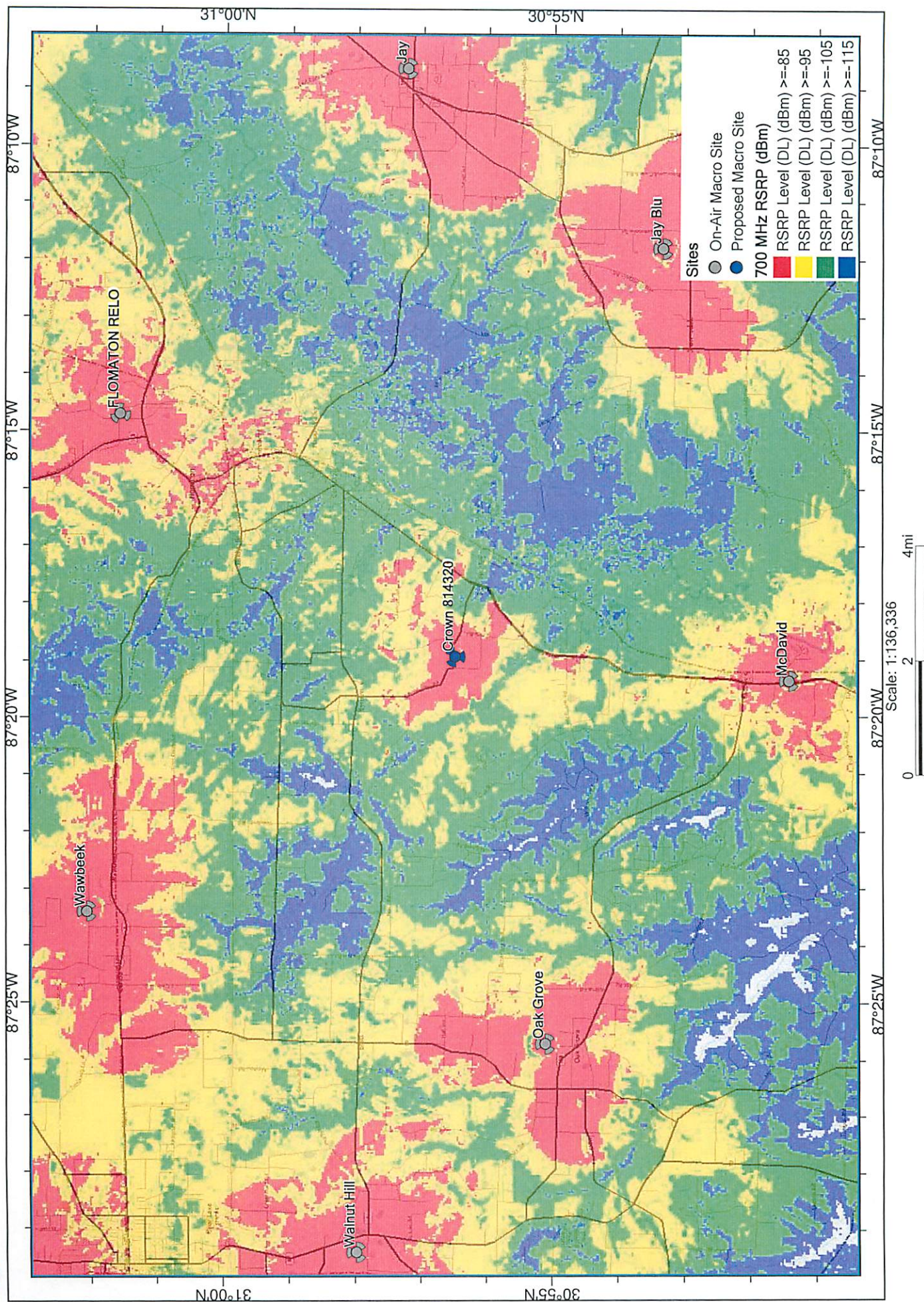


AT&T Proposed LTE 700 Mhz Coverage with Bluff Springs at 250'



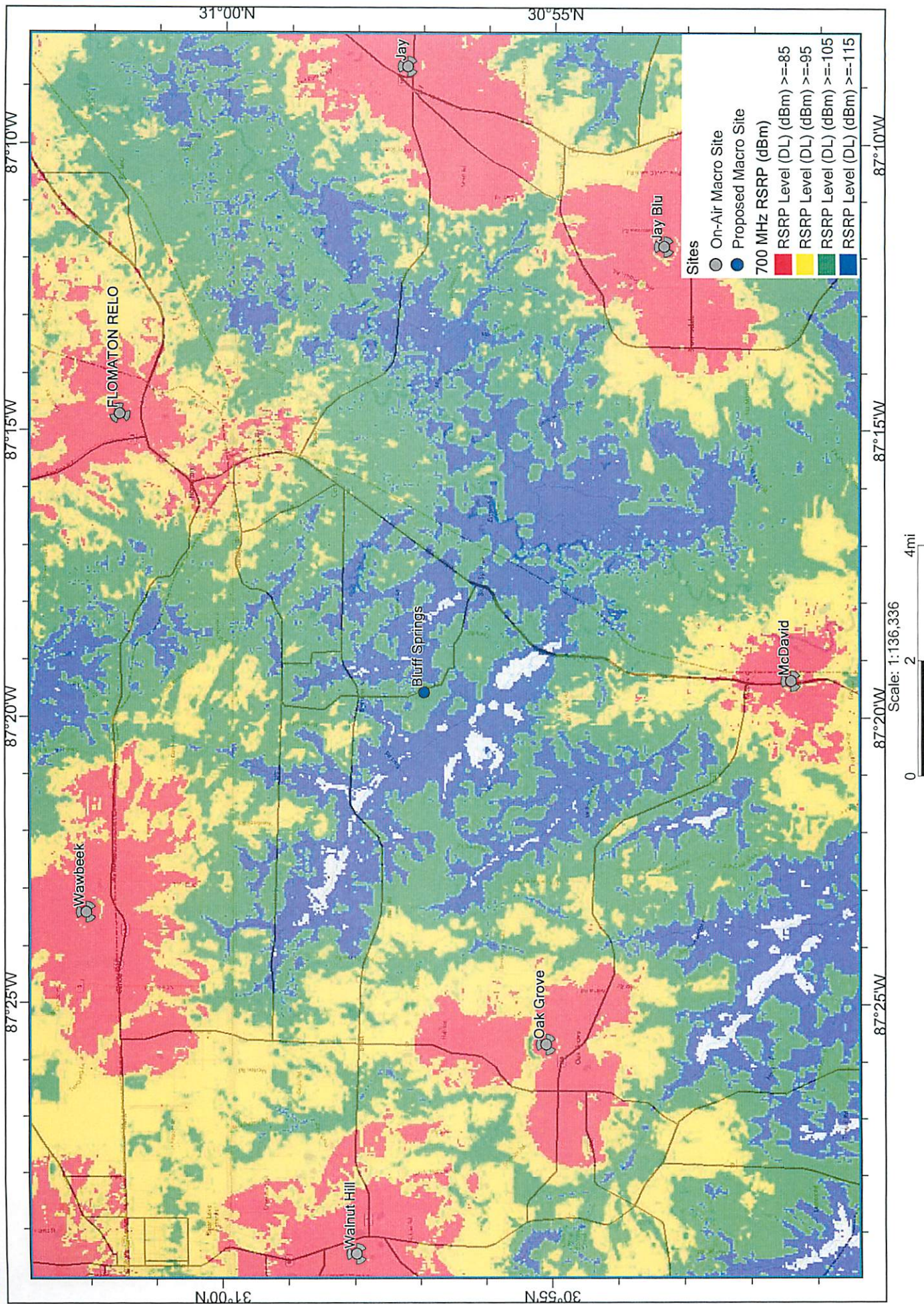


AT&T Proposed LTE 700 Mhz Coverage with Crown 814320 at 160'





AT&T Proposed LTE 700 Mhz Coverage without Bluff Springs



STATE OF NORTH CAROLINA

WAKE COUNTY

AFFIDAVIT OF JASON BAGWELL

Personally appeared before the undersigned attesting officer duly authorized to administer oaths, Jason Bagwell, who, after having first been duly sworn, states and deposes as follows:

1. My name is Jason Bagwell. I am over 21 years of age, a resident of the State of North Carolina, and make these statements freely based upon personal knowledge in conjunction with the zoning application filed by AT&T.

2. I am, and have been at all times relevant to the matter averred to herein, employed for BlueWave Deployment Services a company specializing in assisting wireless telecommunications companies identify, acquire or lease suitable property for telecommunications facilities. Part of this process includes obtaining applicable zoning and other relevant permits. After identifying a proposed site, I typically work with the jurisdiction's planning or zoning department and other officials to acquire the necessary governmental approvals to construct and operate the proposed telecommunications tower.

3. As a first step in the site acquisition process, BlueWave Deployment Services client, in this case AT&T, typically identifies a "search area" within which the client's Radio Frequency ("RF") engineers have identified the need for a site to provide additional coverage or additional capacity for the carrier's system.

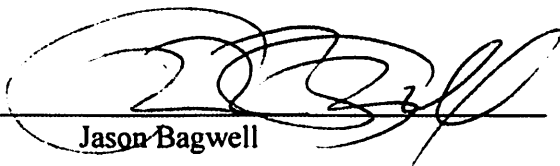
4. When tasked with searching for a new site, the first task is to search for existing towers or other similar structures upon which to place AT&T's antennas. There were no suitable sites available within thirty (30) days of filing this application.

5. In this case, through a computer search and through personal visits to the area, and in my professional opinion based upon my knowledge of industry standards, extensive experience in site acquisition in the wireless telecommunications industry, and my analysis of the acquired information, there are no existing towers or other suitable support structures located in this search area that can meet AT&T's engineering requirements.

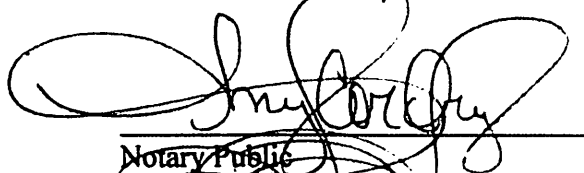
6. Since there were no other suitable existing towers or other support structures, BlueWave Deployment Services was then forced to focus on identifying potential sites for a new facility.

FURTHER AFFIANT SAYETH NOT.

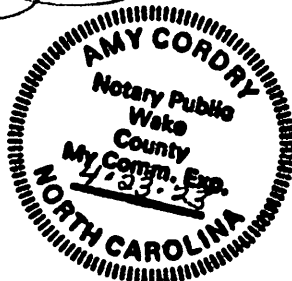
This 24 day of July 2019.


Jason Bagwell

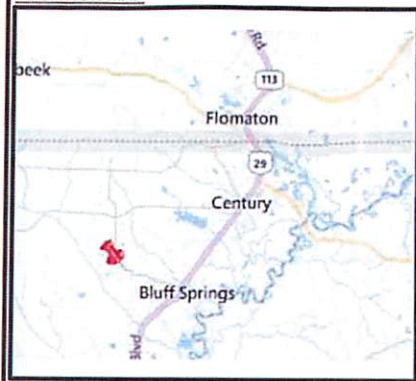
Sworn to and subscribed
before me this the 24th day of July 2019.


Notary Public
My Commission Expires: 4/23/2023

(Seal)



LOCATION MAP



VICINITY MAP



DRIVING DIRECTIONS

DIRECTIONS FROM CENTURY, FL AND HWY 29 GO TO HWY 4 WEST APPROX. 3.6 MILES. THEN, GO SOUTH ON BYRNEVILLE ROAD APPROX. 1 MILE. CENTRAL WATER WORKS OFFICE ON WEST SIDE OF ROAD. PROPOSED ACCESS ON SOUTH SIDE OF OFFICE THEN BACK TO PROPOSED SITE BEHIND SHOP BUILDING.

DEPARTMENT	NAME/SIGNATURE	DATE
LAND/TOWER OWNER		
SITE ACQU. AGENT		
ZONING/PERMITTING AGENT		
A&E MANAGER		
CONSTRUCTION MANAGER		
RF MANAGER		

SITE NAME:

BLUFF SPRINGS

AT&T SITE NUMBER:

13798460

PROJECT DESCRIPTION:

PROPOSED 280' SELF SUPPORT TOWER

AS OF 12/12/19, NO TOWER DRAWINGS OR SA ARE CURRENTLY AVAILABLE TO INCORPORATE INTO CD'S. ONCE RECEIVED, CD'S WILL BE UPDATED TO REFLECT TOWER DESIGN.

RFDS ID

1685735

RFDS VERSION

v 3.00 (DATED 07/17/2019)

USID SITE NUMBER:

173598

8'x8' SHELTER (CWIC) CONSTRUCTION DRAWINGS

CARRIER:



PREPARED BY:



TOGETHER PLANNING A BETTER TOMORROW
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
TEL: 205-252-6985 FAX: 205-320-1504

E911 NOT AVAILABLE. TO BE PROVIDED WITH BUILDING PERMIT APPROVAL.

PROJECT INFORMATION

SITE ADDRESS: 1101 BYRNEVILLE ROAD
CENTURY, FL 32535
LATITUDE (NAD 83): N 30° 56' 58.659" (30.949828°)
LONGITUDE (NAD 83): W 87° 19' 36.688" (-87.326857°)
PARCEL ID: 15-SN-31-1300-000-003
PARCEL SIZE: 25,664SQ FT (0.59± ACRES)
ZONING: AGRICULTURE
FUTURE LAND USE 2030: AG
JURISDICTION: ESCAMBIA COUNTY
PROPERTY OWNER: CENTRAL WATER WORKS INC
APPLICANT: HIGH PERFORMANCE SERVICES, LLC
3001 MILLS STREET
LAFAYETTE, LA 70507
ALLYSON POE
772-713-6229
ENGINEER: JEREMY SHARIT, PE
158 BUSINESS CENTER DRIVE
BIRMINGHAM, AL 35244
POWER: ESCAMBIA RIVER ELECTRIC COOP
TELCO: AT&T

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-	TREE SURVEY
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C-3.1	ENLARGED SHELTER PLAN
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C-4.01	ANTENNA LAYOUT AND SCHEDULE
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C-4.3	RRUS AND SQUID MOUNTING DETAILS
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E-5	UTILITY H-FRAME DETAILS
LS-1	LANDSCAPING SITE PLAN
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-	ATTACHMENTS
-	RFDS



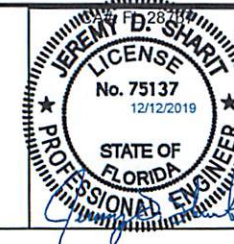
SMW # 16-2064



DESCRIPTION	DATE	ISSUED FOR CONSTRUCTION	REVISION PER TOWER LOCATION CHANGE	REVISION PER NEW RFDS (07/17/2019)	REVISION PER SHELTER MOVE	REVISION PER COUNTY COMMENTS
1	01/23/19					
2	02/23/19					
3	03/07/19					
4	11/09/19					
5	12/12/19					

BLUFF SPRINGS

TITLE SHEET & PROJECT INFORMATION

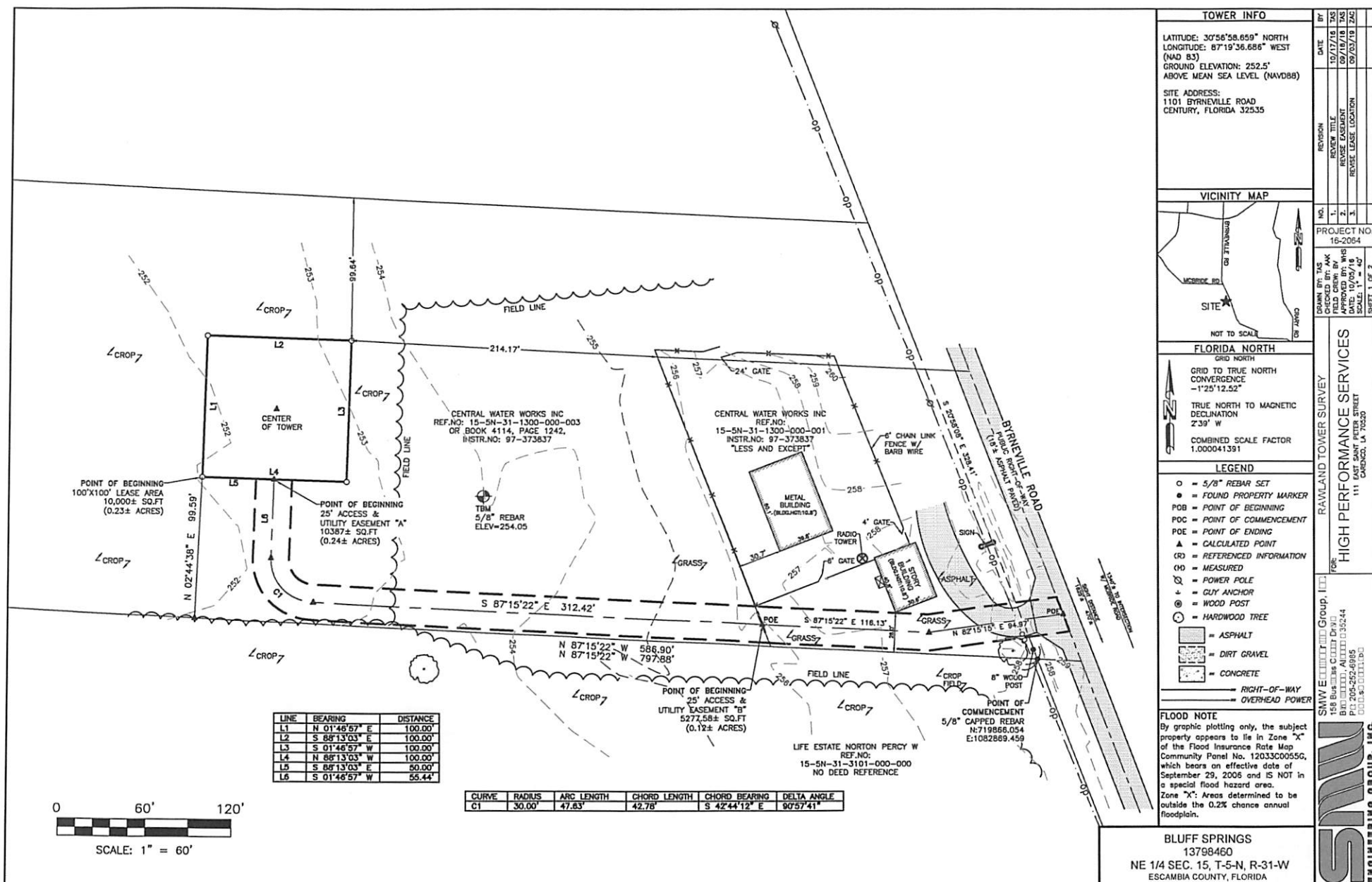


FLORIDA ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG

DESIGNED	JOS
CHECKED	JAN
CHECKED	JOS
LAST REVISION BY	RLS

JOB # 13798460

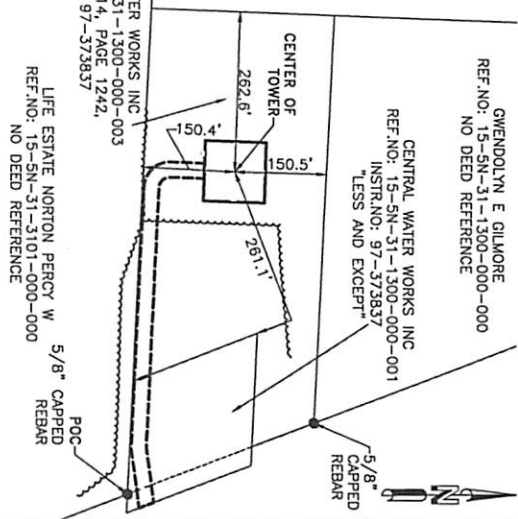
T-1



DANIEL R DAYLON II
REF. NO: 15-5N-31-2400-000-000
NO DEED REFERENCE

CHENOLDIN E. GILMORE
REF. NO: 15-5N-31-1300-000-000
NO DEED REFERENCE

CENTRAL WATER WORKS INC
REF. NO: 15-5N-31-1300-000-001
INSTR. NO: 97-373837
"LESS AND EXCEPT"



CENTRAL WATER WORKS INC
REF. NO: 15-5N-31-1300-000-003
OR BOOK 4114, PAGE 1242,
INSTR. NO: 97-373837

LIFE ESTATE NORTON PERCY W
REF. NO: 15-5N-31-3101-000-000
NO DEED REFERENCE

5/8" CAPPED REBAR

SURVEYOR'S NOTES

1. THIS IS A RAWLAND TOWER SURVEY MADE ON THE GROUND UNDER THE SUPERVISION OF A FLORIDA REGISTERED LAND SURVEYOR, DATE OF FIELD SURVEY: SEPTEMBER 20, 2016.

2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE FLORIDA BOARD OF SURVEYING AND MAPPING.

3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE FLORIDA BOARD OF SURVEYING AND MAPPING.

4. NO UNDERGROUND UTILITIES, UNDERGROUND ENCROACHMENTS OR BUILDING FOUNDATIONS WERE DETECTED OR SHOWN.

5. BENCHMARK USED IS A GPS CONTINUOUSLY OPERATING REFERENCE STATION, ALICE, ON-SITE BENCHMARK IS AS SHOWN HEREON. ELEVATIONS SHOWN ARE IN FEET AND REFER TO NAVD 83.

6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT AND THE FLORIDA BOARD OF SURVEYING AND MAPPING.

7. ATTENTION IS DIRECTED TO THE FACT THAT THIS SURVEY MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY AGENCY, BOARD, COMMISSION OR OTHER SIMILAR ENTITY.

8. THIS SURVEY WAS CONDUCTED WITH THE BENEFIT OF AN ASTRICAL TITLE SEARCH.

9. SURVEYOR HEREBY STATES THE GEODETIC COORDINATES AND THE ELEVATION SHOWN FOR THE PROPOSED CENTERLINE OF THE TOWER ARE ACCURATE TO WITHIN +/- 20 FEET HORIZONTALLY AND TO WITHIN +/- 3 FEET VERTICALLY (PFA ACCURACY CODE 1A).

10. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE WITH THE FLORIDA BOARD OF SURVEYING AND MAPPING.

11. FIELD DATA UPON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE PRECISION OF NOT LESS THAN ONE-ROOT N 15,000 FEET (1:15,000) AND AN ANGULAR ERROR THAT DOES NOT EXCEED 10 SECONDS.

12. THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PARENT TRACT. ANY PARENT TRACT PROPERTY LINES SHOWN HEREON ARE FROM SUPPLIED INFORMATION AND MAY NOT BE FIELD VERIFIED.

13. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE WITH THE FLORIDA BOARD OF SURVEYING AND MAPPING.

14. THE SURVEYOR'S FIELD BOOKS AND FIELD NOTES ARE ON FILE WITH THE FLORIDA BOARD OF SURVEYING AND MAPPING.

PLOTTABLE EXCEPTIONS
Chicago Title Insurance Company,
Commitment for Title Insurance Commitment No. 6010493
Date September 19, 2016 @ 5:00 p.m.
Schedule B, Section II

Exception No.	Instrument	Comment
1-3		Standard exceptions.
4	O.R. Book 4396, Page 1552	Contains no survey matters.
5	O.R. Book 5311, Page 513	Does affect, is a mortgage.
		Does affect, is a mortgage.

PARENT TRACT (INSTRUMENT NUMBER 97-373837)

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR 668.29 FEET TO AN IRON ROD AND CAP MARKED 15378 ON THE WEST RIGHT OF WAY LINE OF BRIVILLE ROAD (COUNTY MAINTENANCE ROADWAY) AND POINT OF BEGINNING, THENCE CONTINUE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SAME COURSE FOR 797.88 FEET TO AN IRON ROD AND CAP MARKED 15378 BEING 132.00 FEET WEST OF THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, THENCE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST AND PARALLEL TO THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, FOR 501.00 FEET TO AN IRON ROD AND CAP MARKED 15378, THENCE SOUTH 89 DEGREES 06 MINUTES 14 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 228.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA, A DISTANCE OF 600.00 FEET TO THE CENTER LINE OF ASPHALT ROAD KNOWN AS BRIVILLE ROAD TO THE POINT OF BEGINNING, THENCE CONTINUE WEST ALONG SAID LINE A DISTANCE OF 217.00 FEET, THENCE RUN NORTHWESTERLY AND PARALLEL TO THE BRIVILLE ROAD A DISTANCE OF 218.73 FEET; THENCE RUN EASTERLY AND PARALLEL TO THE CENTER LINE OF SAID BRIVILLE ROAD, A DISTANCE OF 218.73 FEET TO THE POINT OF BEGINNING.

LEASE AREA (AS SURVEYED)

A 0.23 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 97-373837 AS RECORDED IN THE OFFICIAL RECORDS FOR ESCAMBA COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST IN SAID ESCAMBA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED REBAR FOUND MARKING THE SOUTHWEST CORNER OF SAID TRACT, THENCE RUN N 87°15'22" W ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 566.80 FEET TO A POINT, THENCE LEAVING SAID SOUTH LINE AND RUN N 02°44'38" E FOR A DISTANCE OF 99.59 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF AN ENCROACHMENT BEING 25 FEET IN WIDTH AND 100 FEET IN LENGTH, BEING A PORTION OF THE FOLLOWING DESCRIBED CENTERLINE, THENCE RUN N 87°15'22" E FOR A DISTANCE OF 42.78 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 01°46'57" E FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 01°46'57" W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN N 88°13'03" W FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED AREA TO CONTAIN 10,000.00 SQUARE FEET (0.23 ACRES), MORE OR LESS.

20' ACCESS & UTILITY EASEMENT 7/4" (AS SURVEYED)

A 7/4" ACCESS & UTILITY EASEMENT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 97-373837 AS RECORDED IN THE OFFICIAL RECORDS FOR ESCAMBA COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST IN SAID ESCAMBA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED REBAR FOUND MARKING THE SOUTHWEST CORNER OF SAID TRACT, THENCE RUN N 87°15'22" W ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 566.80 FEET TO A POINT, THENCE LEAVING SAID SOUTH LINE AND RUN N 02°44'38" E FOR A DISTANCE OF 99.59 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF AN ENCROACHMENT BEING 25 FEET IN WIDTH AND 100 FEET IN LENGTH, BEING A PORTION OF THE FOLLOWING DESCRIBED CENTERLINE, THENCE RUN N 87°15'22" E FOR A DISTANCE OF 42.78 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 01°46'57" E FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN S 01°46'57" W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN N 88°13'03" W FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED AREA TO CONTAIN 1574.49 SQUARE FEET (0.04 ACRES), MORE OR LESS.

20' ACCESS & UTILITY EASEMENT 7/4" (AS SURVEYED)

A 7/4" ACCESS & UTILITY EASEMENT OF LAND AS DESCRIBED AS DESCRIBED IN INSTRUMENT NUMBER 97-373837 AS RECORDED IN THE OFFICIAL RECORDS FOR ESCAMBA COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST IN SAID ESCAMBA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" CAPPED REBAR FOUND MARKING THE SOUTHWEST CORNER OF SAID TRACT, THENCE RUN N 87°15'22" W ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 566.80 FEET TO A POINT, THENCE LEAVING SAID SOUTH LINE AND RUN N 02°44'38" E FOR A DISTANCE OF 99.59 FEET TO A POINT, THENCE RUN S 88°13'03" E FOR A DISTANCE OF 50.00 FEET TO A POINT, THENCE RUN S 01°46'57" W FOR A DISTANCE OF 100.00 FEET TO A POINT, THENCE RUN N 88°13'03" W FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, THE ABOVE DESCRIBED AREA TO CONTAIN 1574.49 SQUARE FEET (0.04 ACRES), MORE OR LESS.

SURVEYOR'S CERTIFICATION

I, CERTIFY TO HIGH PERFORMANCE SERVICES, LLC, NEW ORLEANS, LOUISIANA, CHICAGO TITLE INSURANCE COMPANY AND SURETY & PERSUL, P.C.

I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WILLIAM H. SOMMERVILLE, III
FLORIDA LICENSE NO. 0008141



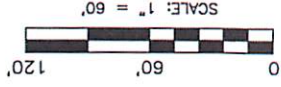
BLUFF SPRINGS
13798460
NE 1/4 SEC. 15, T-5-N, R-31-W
ESCAMBA COUNTY, FLORIDA

SMW ENGINEERING GROUP, INC.
158 Business Center Drive
Bldg 1000, Apt 35244
PO 205-252-6985
www.smweng.com

RAWLAND TOWER SURVEY
HIGH PERFORMANCE SERVICES
111 EAST SAINT PETER STREET
CAROLINA, LA 70520

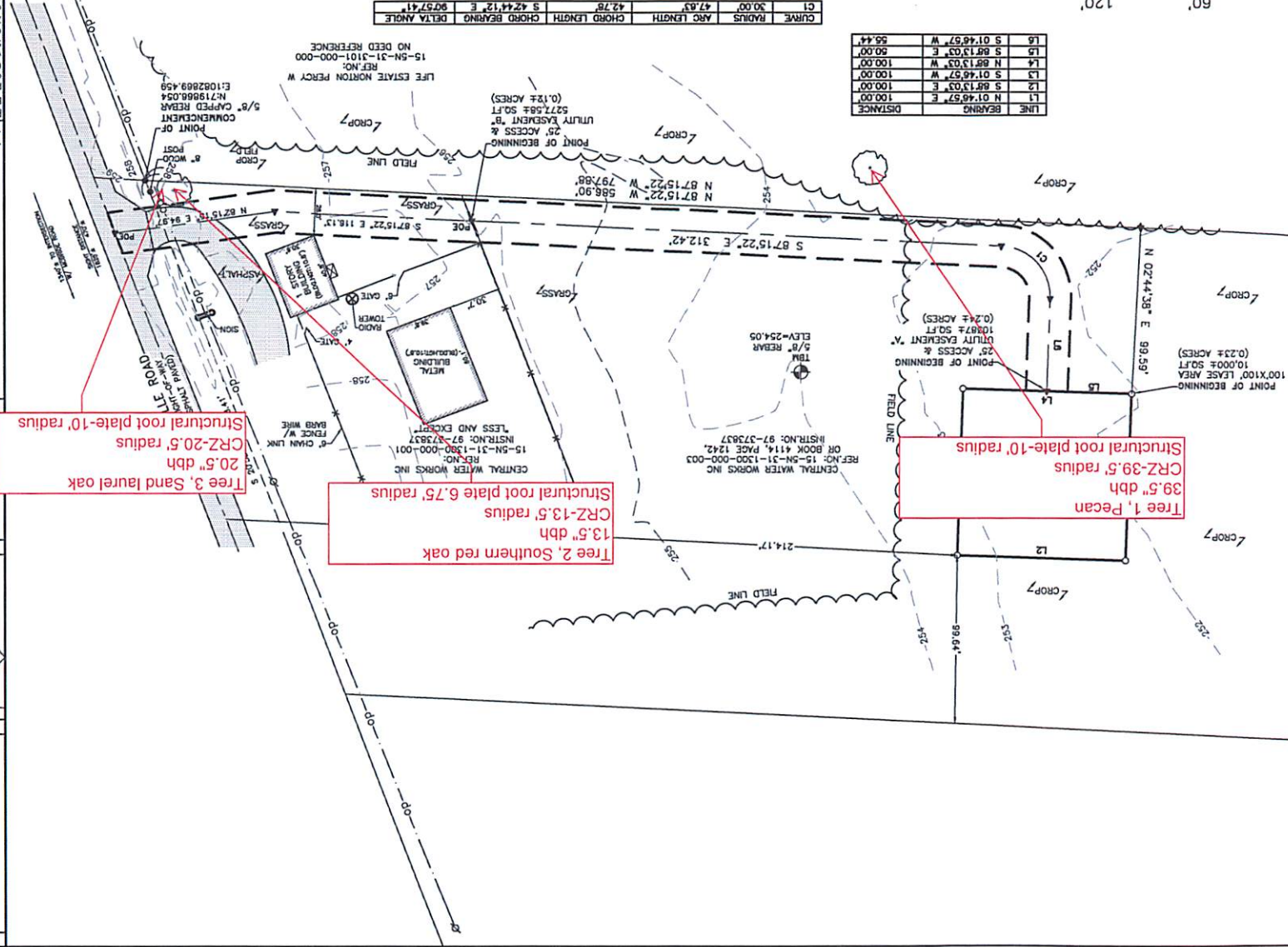
NO.	REVISION	DATE	BY
1.	REVIEW TITLE	10/17/16	TAS
2.	REVISE EASEMENT	09/18/16	TAS
3.	REVISE LEASE LOCATION	09/03/16	ZAC

PROJECT NO. 16-2004
SHEET 2 OF 2



LINE	BEARING	DISTANCE
L1	N 01°46'57" E	100.00'
L2	S 87°15'22" E	100.00'
L3	S 01°46'57" W	100.00'
L4	N 87°15'22" W	100.00'
L5	N 87°15'22" E	50.00'
L6	S 01°46'57" W	55.44'

CI	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
1	30.00'	47.83'	42.78'	S 42°44'12" E	90°57'41"



Tree 3, Sand laurel oak
CRZ-20.5' dbh
CRZ-20.5' radius
Structural root plate-10' radius

Tree 2, Southern red oak
CRZ-13.5' dbh
CRZ-13.5' radius
Structural root plate 6.75' radius

Tree 1, Pecan
39.5\"/>

TOWER INFO

NO.	REVISION	DATE	BY
1.	ISSUE	10/17/18	JAS
2.	REVISE EASEMENT	09/19/18	JAS
3.	REVISE LINE LOCATION	09/03/18	JAS

VICINITY MAP

FLORIDA NORTH

GRID TO TRUE NORTH
CONVERGENCE
-1°25'12.52"
TRUE NORTH TO MAGNETIC
DECLINATION
2.39° W
COMBINED SCALE FACTOR
1.000041351

LEGEND

- = 5/8" REBAR SET
- = FOUND PROPERTY MARKER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POE = POINT OF ENDING
- ▲ = CALCULATED POINT
- (R) = REFERENCED INFORMATION
- (M) = MEASURED
- ⊕ = GUY ANCHOR
- ⊙ = WOOD POST
- ⊗ = HARDWOOD TREE
- ▨ = ASPHALT
- ▤ = DIRT GRAVEL
- ▩ = CONCRETE
- = RIGHT-OF-WAY
- = OVERHEAD POWER

FLOOD NOTE

By graphic plotting only, the subject property appears to lie in Zone "X" of the Flood Insurance Rate Map Community Panel No. 12033C000550, dated September 29, 2005 and is NOT in a special flood hazard area.

Zone "X": Areas determined to be outside the 0.2% chance annual floodplain.

BLUFF SPRINGS
13798460
NE 1/4 SEC. 15, T-5-N, R-31-W
ESCAMBIA COUNTY, FLORIDA

SAWYER ENGINEERING GROUP, INC.
158 BUSINESS CENTER DRIVE
BIRMINGHAM, ALABAMA 35244
PHONE: 205-252-4885
FAX: 205-252-4885
WWW.SAWYERENGINEERING.COM

HIGH PERFORMANCE SERVICES
111 EAST SHART STREET
CAIRO, LA 70520

PROJECT NO. 16-2064
SHEET 1 OF 2



LIFE ESTATE NORTH FERRY W
REF. NO. 15-5N-31-101-000-000
NO DEED REFERENCE

EXISTING & PROPOSED GROUND COVER		
	PRE-CONST.	POST-CONST.
IMPERVIOUS	3,840 SF	5,465 SF
SEMI-IMPERVIOUS	10,000 SF	27,258 SF
PERVIOUS	140,910 SF	122,007 SF

EXISTING
PROPERTY LINES

PROPOSED 12' GRAVEL
ROAD (579LFS)

PROPOSED 75'-75'
CHANNEL FENCE
(10'x30')

PROPOSED LOW WATER
CONCRETE CROSSING FROM
SIDE B+51.49 TO
SIDE B+72.28 (6SL)

PROPOSED 25' ACCESS & UTILITY EASEMENT
(SEE SURVEY FOR COMPLETE ACCESS &
UTILITY EASEMENT)

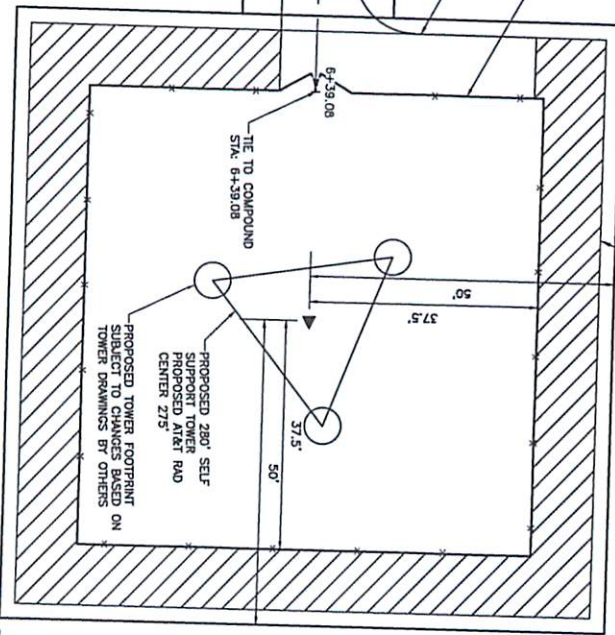
ALL ADEQUATE TREE PROTECTION MEASURES AND
DISTURBANCE AND MAINTAINED IN GOOD WORKING
ORDER UNTIL PROJECT IS COMPLETE AND SITE
BECOMES STABILIZED.

EXISTING CROP LINE TO BE
TRIMMED BACK TO LEASE AREA
AND ACCESS EASEMENT LINES
BY BVS VENDOR

PARENT TRACT
CENTRAL WATER WORKS INC
REF. NO. 15-5N-31-100-000-003
BOOK 4114, PAGE 1242
INSTR. NO. 97-573837

PROPOSED TOWER OWNER
100'x100' LEASE AREA

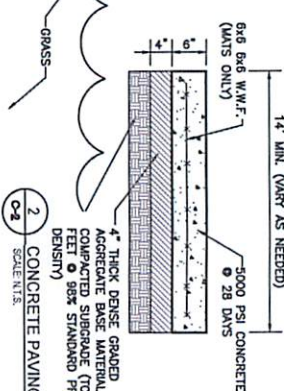
PROPOSED LANDSCAPE
BUFFER (10' WIDE MIN)



CONTINUED ON C-21

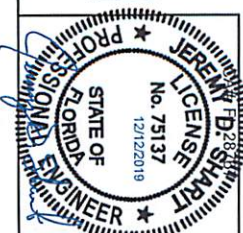
THE SUBJECT PROPERTY AS SHOWN HEREON IS LOCATED
IN THE 15-5N-31-101-000-000 LEASE AREA. THE
11-PERCENT AND 1-PERCENT ANNUAL-CHANGE
FLOODPLAINS, NO BVS OR BASE FLOOD DEPTHS ARE
SHOWN WITHIN THESE ZONES, AS DETERMINED FROM
THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD
INSURANCE RATE MAP OF ESCAMBA COUNTY, FLORIDA,
COMMUNITY 120300, FIRM MAP PANEL NUMBERS (INSERT
NUMBER - EXAMPLE: 120300C0550) AND (EXAMPLE
0700), MAP REVISION DATED SEPTEMBER 29, 2008.

1 OVERALL SITE PLAN
SCALE 1" = 20'



2 CONCRETE PAVING DETAIL
SCALE 1" = 1'

SUBJECT PROPERTY IS LOCATED IN PANEL
#120300C0550, DATED 09/29/2006 AND IS
IN THE BASE FLOOD ZONE AND IS NOT
IN A SPECIAL FLOOD HAZARD AREA.
PRELIM FLOOD NOTE: SUBJECT PROPERTY IS
LOCATED IN THE BASE #120300C0800,
DATED 01/27/2017



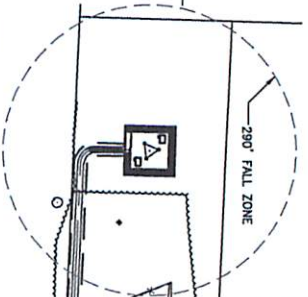
NOTES:
1. SAW CUT OR CONSTRUCTION
JOINTS MUST BE NO GREATER
THAN 12' APART.
2. SUBGRADE SHALL PROVIDE A
MINIMUM CBR OF 3.0

ALL DISTURBED AREAS WHICH ARE NOT PAVED
SHALL BE STABILIZED WITH SEEDS, FERTILIZER
AND MULCH, HYDROSEED AND/OR SOG.
ANY DAMAGE TO EXISTING ROAD
DURING CONSTRUCTION WILL BE
REPAIRED BY THE DEVELOPER PRIOR
TO FINAL COUNTY'S ACCEPTANCE.

NO DEVIATIONS OR REVISIONS FROM THESE
PLANS BY THE CONTRACTOR SHALL BE ALLOWED
WITHOUT PRIOR APPROVAL FROM BOTH THE
DESIGN ENGINEER AND THE ESCAMBA COUNTY.
ANY DEVIATIONS MAY RESULT IN DELAYS IN
OBTAINING A CERTIFICATE OF OCCUPANCY.

THE CONTRACTOR SHALL INSTALL PRIOR TO THE
START OF CONSTRUCTION AND MAINTAIN DURING
CONSTRUCTION ALL SEEDING, FERTILIZER, AND
MULCHING MEASURES TO RETAIN ALL
EXISTING VEGETATION AND SOIL.
CONTROL MEASURES SHALL BE IN PLACE TO
PREVENT EROSION AND SOIL LOSS.
ENFORCEMENT VIOLATION.

3 FALL ZONE RADIUS
SCALE 1" = 1'



BLUFF SPRINGS

OVERALL SITE PLAN

C-2

REVISIONS

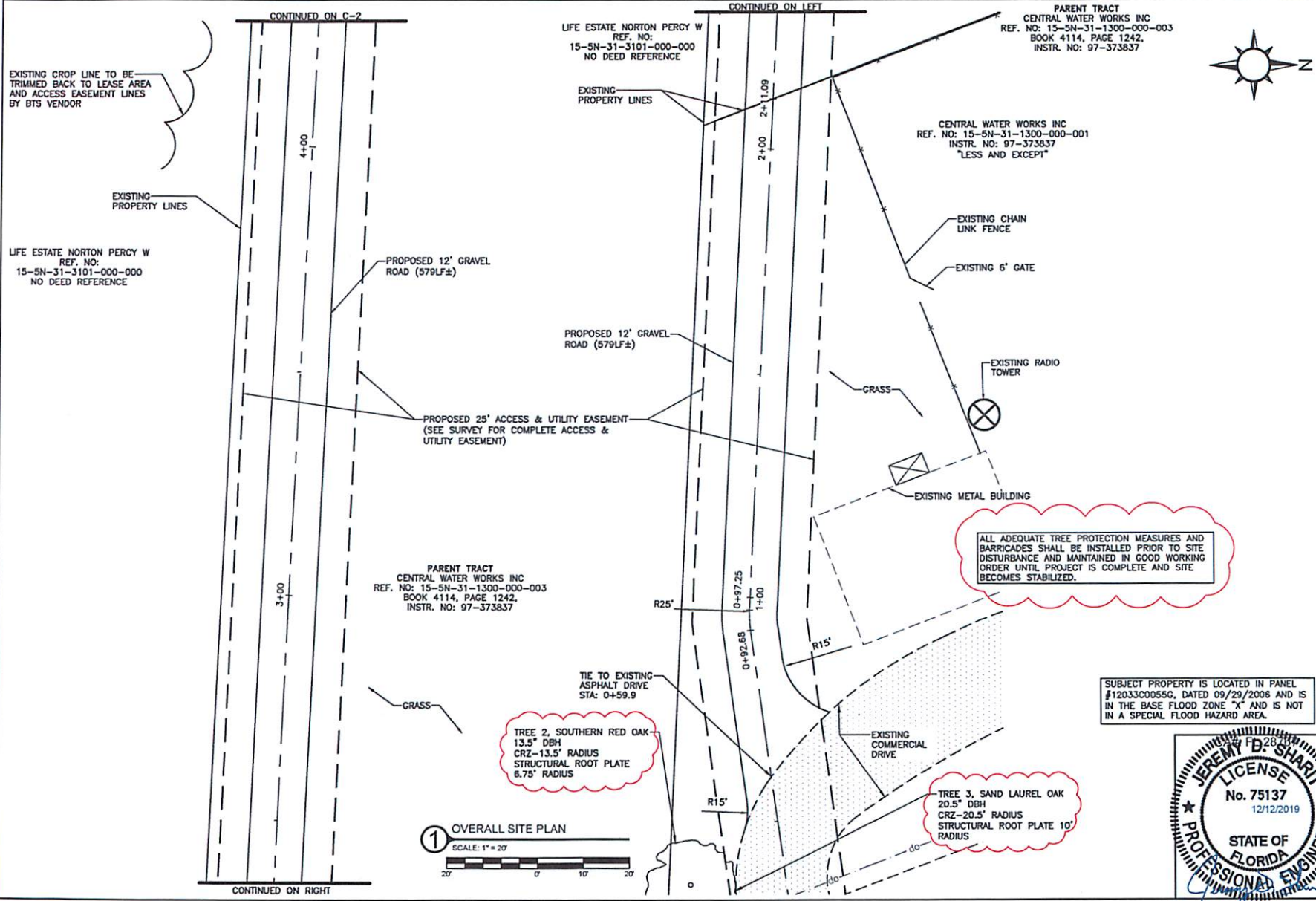
#	DATE	DESCRIPTION
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS

at&t

SMU

BLUFF SPRINGS, FL 32034

BLUFF SPRINGS, FL 32034



SMW
ENGINEERING GROUP, INC.
Serving Southern & North Carolina
BLUFF SPRINGS 16-2064

#	DATE	DESCRIPTION
6	01/23/19	ISSUED FOR CONSTRUCTION
7	06/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW REDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS

BLUFF SPRINGS

OVERALL SITE PLAN

DESIGNED: JDS

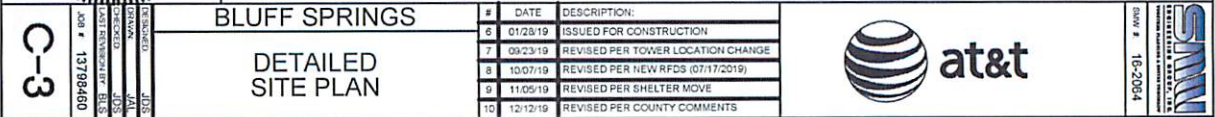
DRAWN: JAL

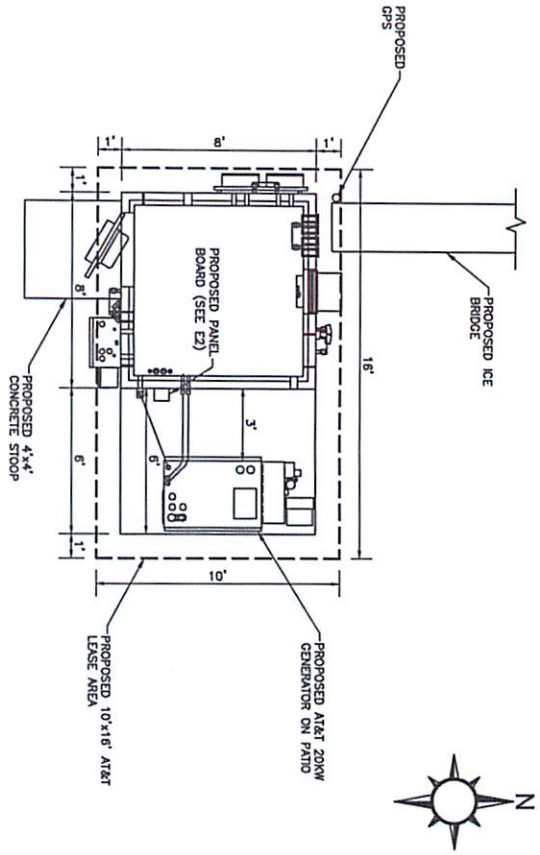
CHECKED: JDS

LAST REVISION BY: BLS

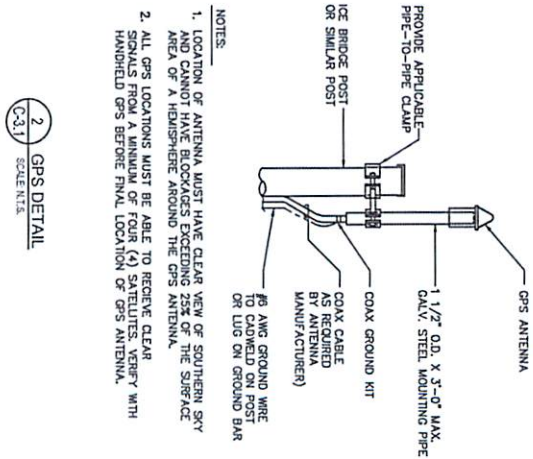
JOB # 13798460

C-2.1

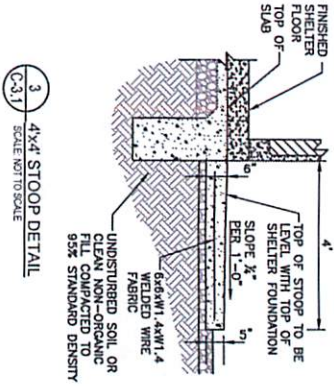




1 SHELTER PLAN
C-3.1 SCALE N.T.S.

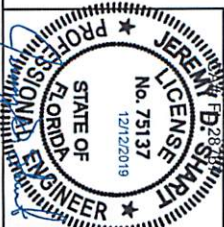


2 GPS DETAIL
C-3.1 SCALE N.T.S.



3 4'x4' STOOP DETAIL
C-3.1 SCALE NOT TO SCALE

- NOTES:
1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
 2. ALL GPS LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

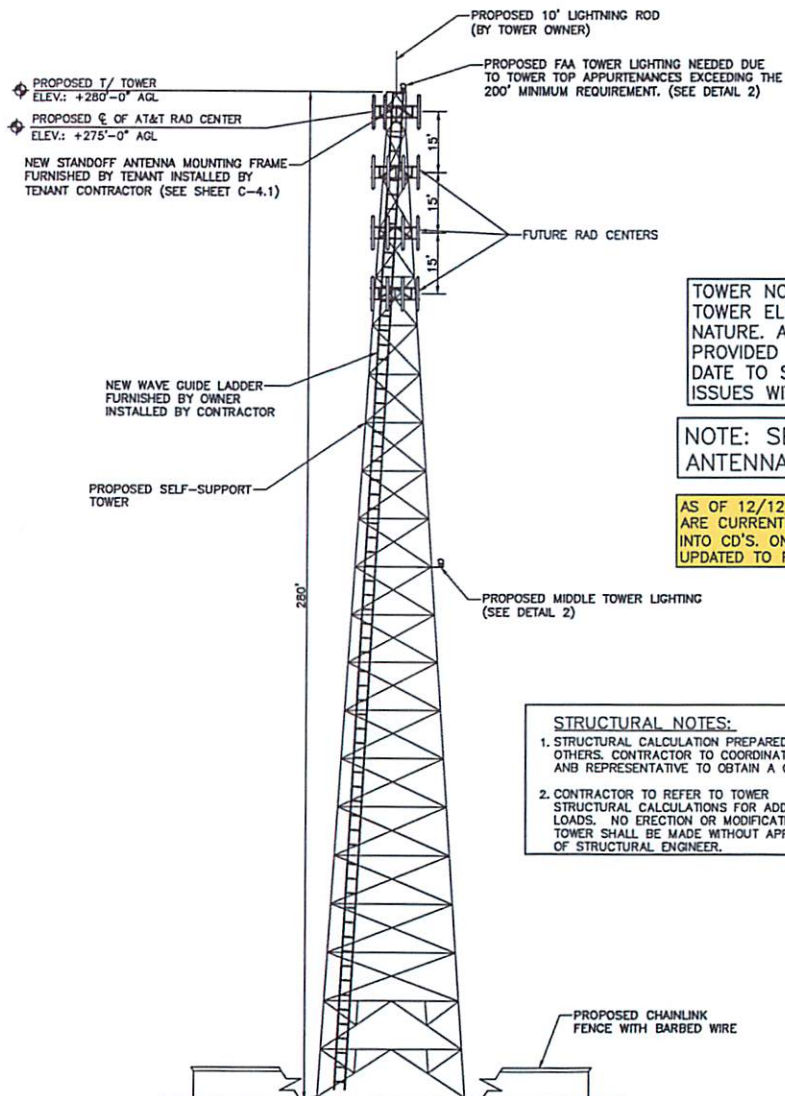


C-3.1

BLUFF SPRINGS
DETAILED
SITE PLAN

#	DATE	DESCRIPTION
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS





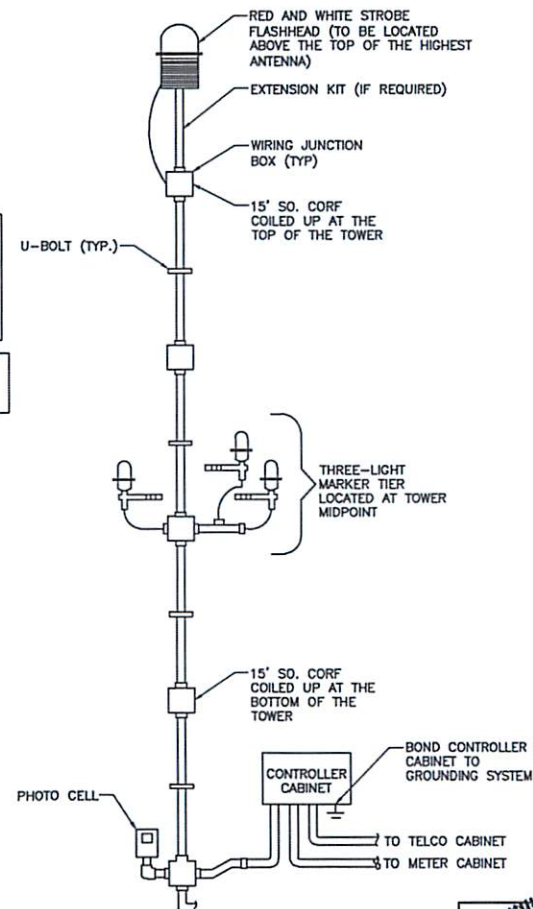
TOWER NOTE:
TOWER ELEVATION IS SCHEMATIC IN
NATURE. ACTUAL TOWER DRAWINGS TO BE
PROVIDED BY TOWER OWNER AT LATER
DATE TO SHOW THERE ARE NO DESIGN
ISSUES WITH THE MOUNTS AND ANTENNA.

NOTE: SEE SHEET C-4.01 FOR
ANTENNA LAYOUT AND NOTES.

AS OF 12/12/19, NO TOWER DRAWINGS OR SA
ARE CURRENTLY AVAILABLE TO INCORPORATE
INTO CD'S. ONCE RECEIVED, CD'S WILL BE
UPDATED TO REFLECT TOWER DESIGN.

STRUCTURAL NOTES:

1. STRUCTURAL CALCULATION PREPARED BY
OTHERS. CONTRACTOR TO COORDINATE WITH
ANB REPRESENTATIVE TO OBTAIN A COPY.
2. CONTRACTOR TO REFER TO TOWER
STRUCTURAL CALCULATIONS FOR ADDITIONAL
LOADS. NO ERECTION OR MODIFICATION OF
TOWER SHALL BE MADE WITHOUT APPROVAL
OF STRUCTURAL ENGINEER.



2 TOWER LIGHTING
NOT TO SCALE

1 TOWER ELEVATION
SCALE: NOT TO SCALE

SMW
ENGINEERING GROUP, INC.
STRUCTURAL ANALYSIS & DESIGN

SMW # 16-2064



#	DATE	DESCRIPTION
6	01/23/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW REDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS

BLUFF SPRINGS
TOWER ELEVATION
AND LIGHTING DETAIL

DESIGNED	JOB
DRAWN	JAL
CHECKED	JOB
LAST REVISION BY	BLS

JOB # 13798460

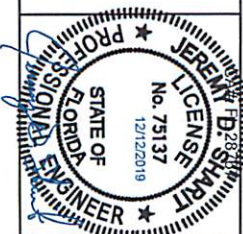
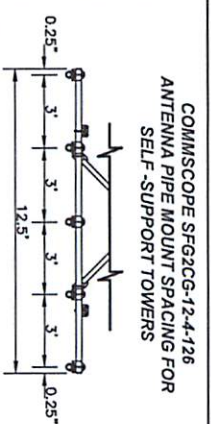
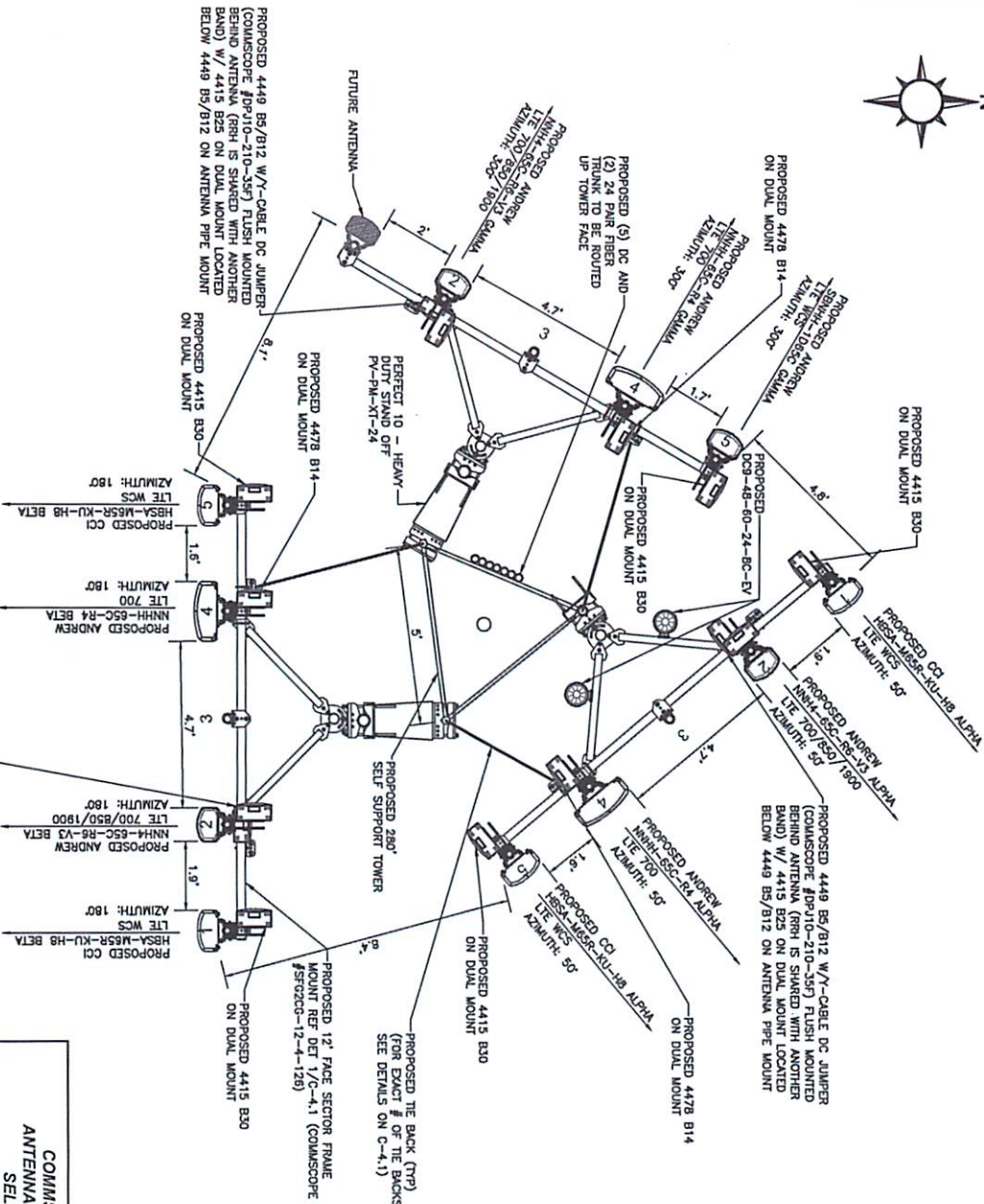
C-4





AS OF 12/12/19, NO TOWER DRAWINGS OR SA ARE CURRENTLY AVAILABLE TO INCORPORATE INTO CDS. ONCE RECEIVED, CDS WILL BE UPDATED TO REFLECT TOWER DESIGN.

PROPOSED 4449 B5/B12 W/Y-CABLE DC JUMPER (COMSCOPE #DPJ10-210-35F) FLUSH MOUNTED BEHIND ANTENNA (RHH IS SHARED WITH ANOTHER BAND) W/ 4415 B25 ON DUAL MOUNT LOCATED BELOW 4449 B5/B12 ON ANTENNA PIPE MOUNT



C-401

BLUFF SPRINGS
ANTENNA LAYOUT
AND NOTES

REQUIRED ANTENNA
SEPARATION SHOWN BELOW
FOR CLARITY

5. ANTENNA MOUNT NOTE:

- 1) THIS SCHEMATIC IS SHOWN WITH 5 ANTENNA MOUNTS. PER AT&T'S LATEST RFDS.
- 2) ALL 700 MHZ ANTENNA AND BRACKETS SHALL MAINTAIN A 3' OR 6' SEPARATION, AT ALL TIMES, AS DIRECTED BY AT&T.
- 3) FINAL CONSTRUCTION SHALL BE MADE BY CONTRACTORS IN FIELD. PER AT&T GUIDELINES.

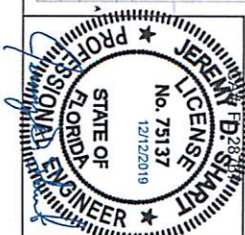
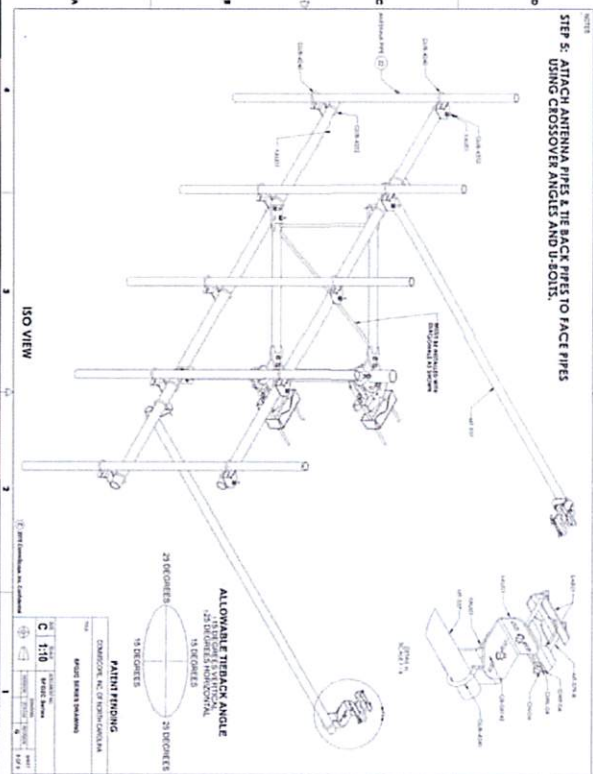
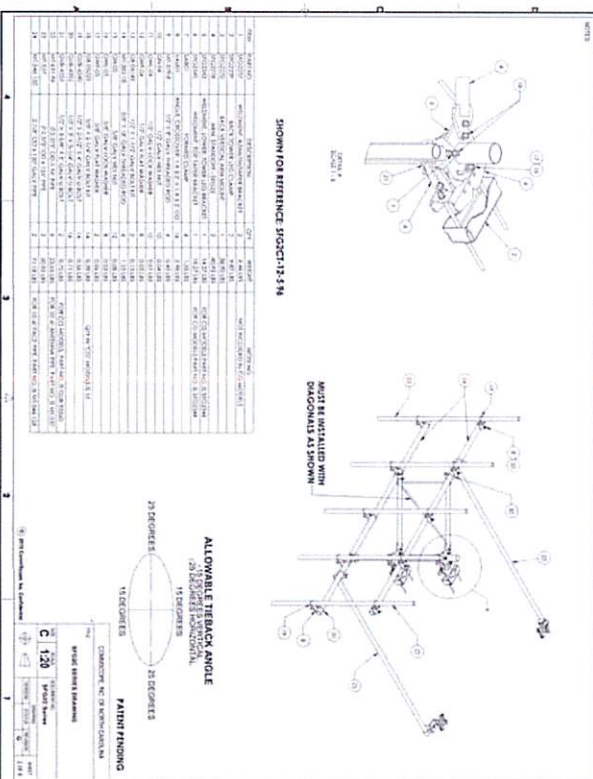
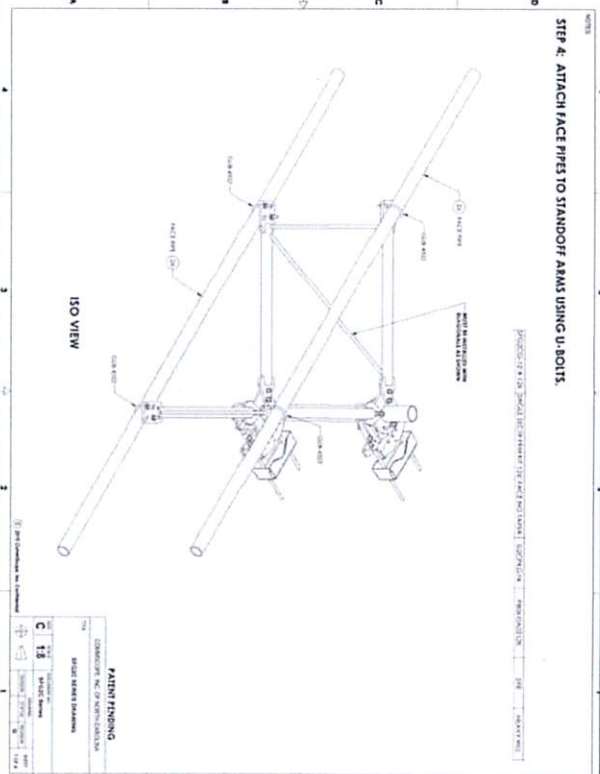
- ANTENNA LAYOUT DESIGN NOTES:
1. ALL ANTENNA LAYOUTS ARE DRAWN WITH THE RATIO OF 3 TO 1 AND ARE SCHEMATIC IN NATURE.
 2. SEE SHEET C-3 FOR SITE SPECIFIC TOWER TYPE.
 3. SELF-SUPPORT TOWER DRAWN WITH 5' FACE
 4. GUY TOWER DRAWN WITH 3' FACE
 5. MONOPOLE DRAWN 2' DIAMETER
 6. FUTURE ANTENNAS SHOWN TO VALIDATE REQUIRED SEPARATION BETWEEN ANTENNAS

- ANTENNA SEPARATION REQUIREMENTS:
- INSTALLERS TO MAINTAIN:
- 1) A 3' SEPARATION BETWEEN ALL ANTENNAS* ON THE SAME MOUNT (* SEE NOTE 3)
 - 2) A 3' SEPARATION IS TO BE MAINTAINED BETWEEN ANTENNAS ON DIFFERENT SECTOR MOUNTS
 - 3) IF ANTENNAS ARE 700 B/C (812/817) AND 700 D/E (829); THEN A 6' SEPARATION WILL BE REQUIRED FOR THESE ANTENNAS. (SEE DETAIL C-4.2)

- ANTENNA NOTES:
1. THIS ANTENNA ORIENTATION PLAN IS A SCHEMATIC. THE CONTRACTOR SHALL VERIFY TOWER ORIENTATION AND FIELD COORDINATE REQUIRED ADJUSTMENTS TO ACHIEVE THE DESIRED ANTENNA AZIMUTHS.
 2. PROPOSED JUMPERS NOT SHOWN FOR CLARITY.
 3. ANTENNA CENTERLINE HEIGHT BASED ON TOP OF FOOTING ELEVATION.
 4. ALL ANTENNAS, CABLES AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE TOWER STRUCTURE'S RECOMMENDATIONS IN A MANNER CONSISTENT WITH THE STRUCTURAL ANALYSIS REPORT.
 5. ALL ANTENNA BRACKETS PER ANTENNA MANUFACTURER, OR DOWNLINE, TO COORDINATE REQUIRED MECHANICAL DOWNLINE WITH AT&T.
 6. ALL ANTENNA INFORMATION TO BE CONFIRMED WITH AT&T RF DESIGN PRIOR TO INSTALLATION.
 7. ALL PROPOSED ANTENNA ELECTRICAL/MECHANICAL DOWNLINES AS PER RF DATA SHEETS.
 8. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S STANDARD DETAILS.

#	DATE	DESCRIPTION
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS





#	DATE	DESCRIPTION:
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS

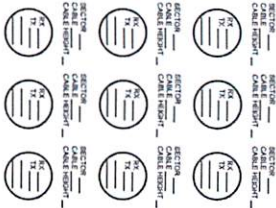


C-4.1	REBUILT	BLUFF SPRINGS
	STATUS	SECTOR MOUNT DETAIL
	DESIGNED	FOR GUY OR
	JOBS	SELF-SUPPORT TOWERS
	JOINT REVISION BY	
	DATE	
	JOB # 13788460	

SEE SHEET C-4.01 FOR
700 MHz ANTENNA
SPACING REQUIREMENTS

CABLE PORT DIAGRAM

CAUTION: HARMFUL RF ENERGY EXISTS ON THESE LINES



ALL RF CABLE SHALL BE MARKED PER CABLE MARKING LOCATIONS TABLE BELOW:

CABLE MARKING LOCATIONS TABLE	
NO.	TAPE TAG
1.	X
2.	X
3.	X
4.	X
5.	*

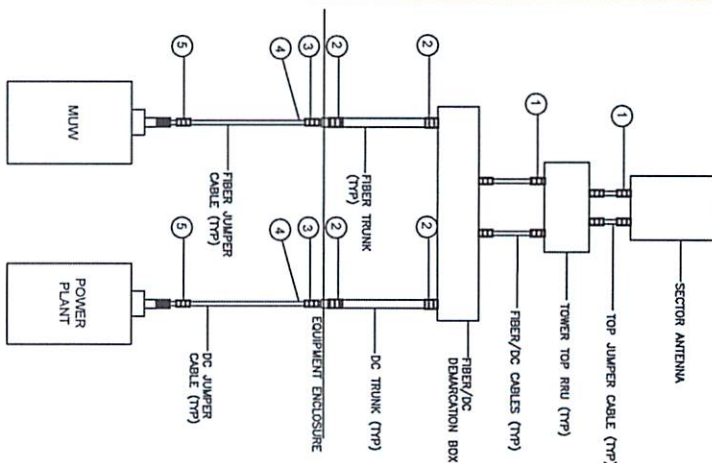
(* - DEVOTED TAG OR TAG)

- NOTES:
1. SECTOR ORIENTATION/AZIMUTH WILL VARY FROM REGION AND IS SITE SPECIFIC. REFER TO THE RF REPORT FOR EACH SITE TO DETERMINE THE ANTENNA LOCATION AND FUNCTION OF EACH TOWER SECTOR FACE.
 2. THE STANDARD IS BASED ON EACH COLORED TAPE-RED, BLUE, GREEN, YELLOW, ORANGE, BROWN, WHITE AND SLATE (GREY). THESE TAPES SHOULD BE READILY AVAILABLE TO THE ELECTRICIAN OR CONTRACTOR ON SITE.
 3. USING COLOR BANDS ON THE CABLES, MARK ALL RF CABLE BY SECTOR AND CABLE NUMBER AS SHOWN ON CABLE MARKING COLOR CONVENTION TABLE.
 4. ALL COLOR CODE TYPE SHALL BE 3/4" X 3/4" AND SHALL BE INSTALLED USING A MINIMUM OF (3) WRAPS OF TAPE AND SHALL BE INSTALLED, TRIMMED AND SMOOTHED OUT SO AS TO AVOID UNRAVELING.
 5. ALL COLOR BANDS INSTALLED AT THE TOWER TOP SHALL BE A MINIMUM OF 3" WIDE AND SHALL HAVE A MINIMUM OF 3/4" OF SPACING BETWEEN EACH COLOR.
 6. ALL COLOR BANDS INSTALLED AT OR NEAR THE GROUND SHALL BE A MINIMUM OF 3/4" WIDE.
 7. ALL COLOR CODES SHALL BE INSTALLED SO AS TO ALIGN NEATLY WITH ONE ANOTHER FROM SIDE-TO-SIDE.

FIBER/DC CABLE MARKING LOCATIONS DIAGRAM

NOTES:

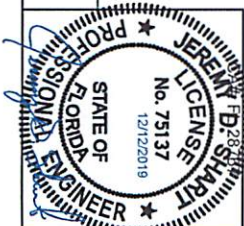
- CONTRACTOR SHALL FILL OUT THE CABLE PORT DIAGRAM UPON COAX INSTALLATION. CABLE PORT DIAGRAM WILL BE AFFIXED TO THE INTERIOR ENCLOSURE WALL NEAR THE CABLE ENTRY PORT TO AID IN CABLE IDENTIFICATION. THE CHART IS INTENDED TO BE USED TO RECORD THE LINE AND CORRESPONDING ANTENNA POSITION ON THE TOWER AT THE TIME OF INSTALLATION.
- ONE COMPLETED COPY PLUS TWO BLANK COPIES OF THE CHART SHOULD BE POSTED IN THE ENCLOSURE IN A PROTECTIVE SLEEVE.



TOWER PLAN VIEW



SYSTEM DETAILS AND
DIAGRAMS PROVIDED BY
AT&T

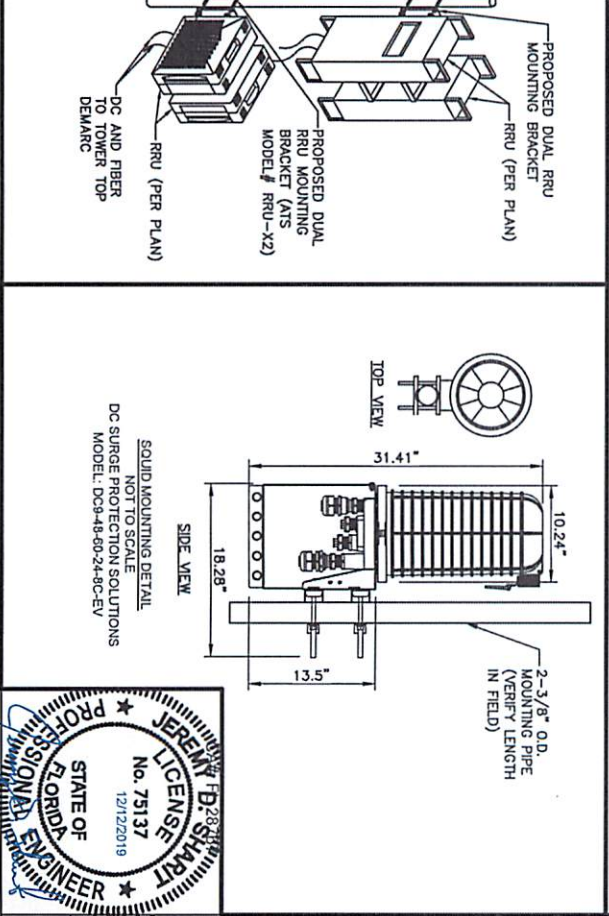
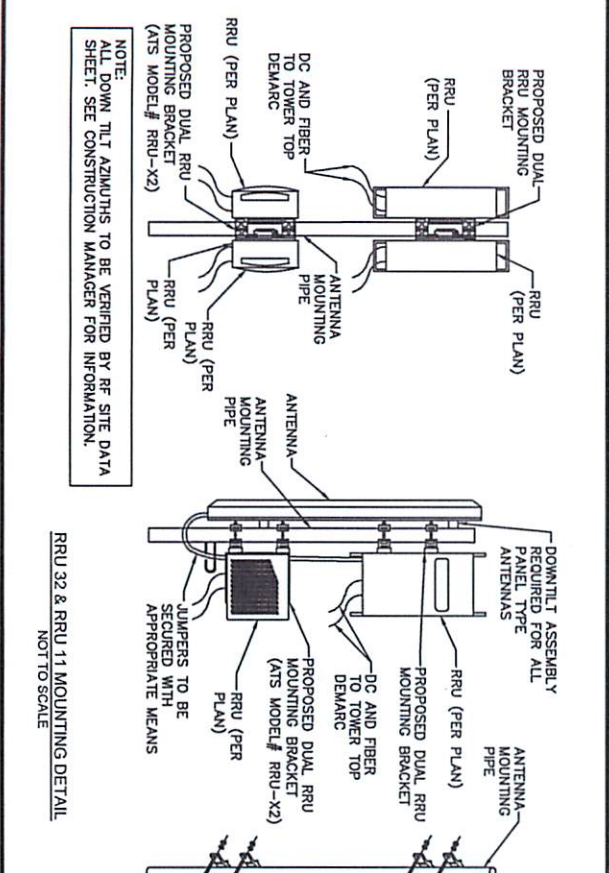
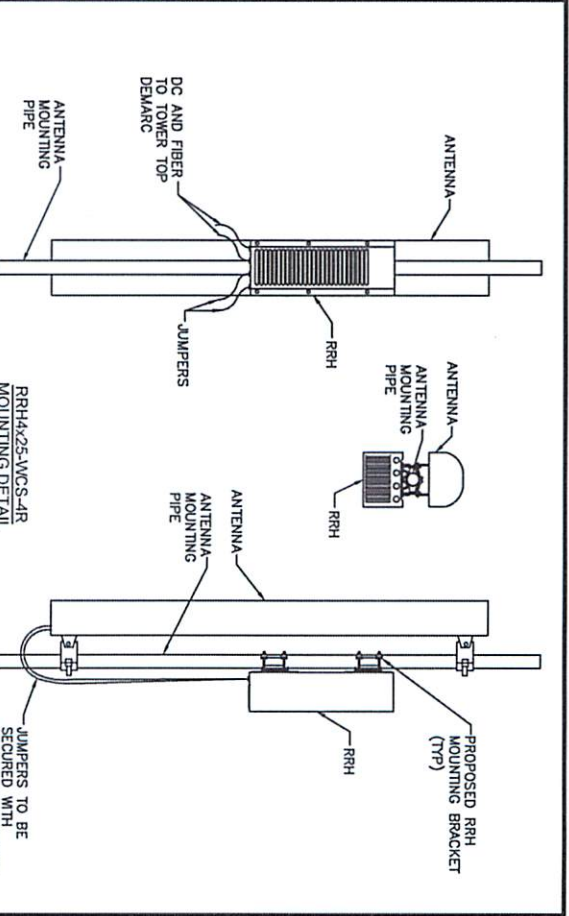
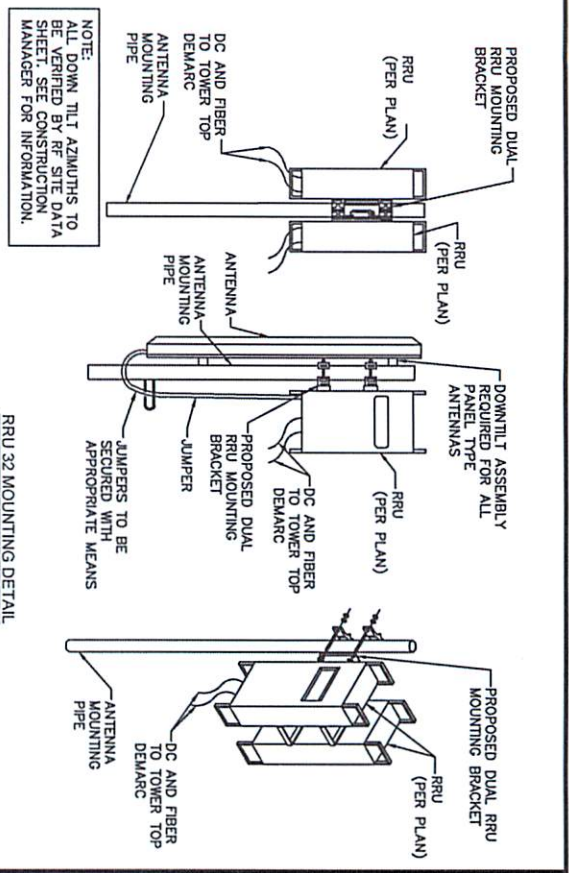


C-4.2

BLUFF SPRINGS
RF PLUMBING RISER

#	DATE	DESCRIPTION:
6	01/25/19	ISSUED FOR CONSTRUCTION
7	03/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS





NOTE:
ALL DOWN TILT AZIMUTHS TO BE VERIFIED BY RF SITE DATA SHEET. SEE CONSTRUCTION MANAGER FOR INFORMATION.

RRU 32 & RRU 11 MOUNTING DETAIL
NOT TO SCALE

TOP VIEW

31.41"

10.24"

18.28"

13.5"

2-3/8" O.D. MOUNTING PIPE (VERIFY LENGTH IN FIELD)

SIDE VIEW

SQUID MOUNTING DETAIL
NOT TO SCALE
DC SURGE PROTECTION SOLUTIONS
MODEL: DCS-48-60-24-8C-EV



C-4.3

#	DATE	DESCRIPTION:
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS



EXISTING
PROPERTY LINES

TOWER NOTES:

- 1 PROPOSED 280' SELF-SUPPORT TOWER
PROPOSED AT&T RAD CENTER 275'
- 2 PROPOSED TOWER FOOTPRINT SUBJECT TO
CHANGES BASED ON TOWER DRAWINGS BY
OTHERS

PROPOSED TOWER OWNER
100'x100' LEASE AREA.

PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND
SHALL BE SURFACED AS FOLLOWS:

- 2" TO 3" MINIMUM #57 GRAVEL FINISHED SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT
SUBGRADE TO 95% STANDARD PROCTOR DENSITY

PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND
SHALL BE SURFACED AS FOLLOWS:
- MINIMUM 4" CRUSHER RUN FINISHED DRIVING SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND
- ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND
- COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY

PROPOSED 75'x75'
CHAINLINK FENCE

PROPOSED GRAVEL
TURN-AROUND
(10'x30')

Ds2 ALL DISTURBED
NOT COVERED
WITH GRAVEL

Ds3

PROPOSED SILT
FENCE (TYP.) (Sd1)

EXISTING & PROPOSED GROUND COVER		
	PRE-CONST.	POST-CONST.
IMPERVIOUS	3,840 SF	5,485 SF
SEMI-IMPERVIOUS	10,000 SF	27,258 SF
PERVIOUS	140,910 SF	122,007 SF

PROPOSED WATTLE (TYP.)
(SEE DETAIL C-6.1)

CONTRACTOR TO OBTAIN WRITTEN PERMISSION
FROM LANDLORD TO GRADE OUTSIDE OF THE
LEASE AREA.

PROPOSED 12" GRAVEL
ROAD (579LF±)

PROPOSED LOW WATER
CONCRETE CROSSING FROM
STA: 5+57.49 TO
STA: 6+22.26 (65LF)
LOW POINT AT
STA: 6+10.0
ELEV: 252.2

PROPOSED 25' ACCESS & UTILITY EASEMENT
(SEE SURVEY FOR COMPLETE ACCESS &
UTILITY EASEMENT)

PROPOSED DITCHES TO BE COVERED WITH
DOT CLASS 1 RIP-RAP FOR ENERGY
DISSIPATION (SEE SHEET C-6 FOR DETAIL)

PARENT TRACT
CENTRAL WATER WORKS INC
REF. NO: 15-5N-31-1300-000-003
BOOK 4114, PAGE 1242,
INSTR. NO: 97-373837

(Co) CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE
THE TRANSPORT OF MUD FROM THE CONSTRUCTION
AREA ONTO PUBLIC RIGHT-OF-WAYS, STREETS, ALLEYS,
SIDEWALKS, OR PARKING AREAS.

(Sd1) TYPE C SEDIMENT BARRIER - TO PREVENT ANY
SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE
SITE & ENTERING NATURAL DRAINAGE AREAS OR STORM
DRAINAGE SYSTEMS.

(Ds2) DISTURBED AREA STABILIZATION (TEMPORARY) - TO
ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST
GROWING SEEDS ON DISTURBED AREAS.

(Ds3) DISTURBED AREA STABILIZATION (PERMANENT) - TO
ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS
TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES
ON DISTURBED AREAS.

(Du) DISTURBED AREA DUST CONTROL - TO CONTROL THE
SURFACE AND AIR MOVEMENT OF DUST ON
CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

THE PROPOSED ACCESS ROAD OUTSIDE THE FENCED COMPOUND SHALL
BE SURFACED AS FOLLOWS:

- MINIMUM 4" CRUSHER RUN FINISHED DRIVE SURFACE
- MIRAFI 500X (OR EQUIVALENT) GEOFABRIC
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB BASE A ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT
SUBGRADE TO 95% STANDARD PROCTOR DENSITY

THE PROPOSED EQUIPMENT AREA INSIDE THE FENCED COMPOUND SHALL BE
SURFACE AS FOLLOWS:

- 2" TO 3" MINIMUM #57 GRAVEL FINISHED SURFACE
- MIRAFI 500X (OR EQUIVALENT)
- 2" TO 3" MINIMUM CRUSHER RUN OVER THE SUB-BASE AND ROLLED
- 3" #3 GRAVEL ROLLED SUB-BASE COURSE
- SUBGRADE COMPACTED TO 95% STANDARD PROCTOR DENSITY
- FILL AREAS - CONTRACTOR TO PLACE FILL IN 1' LIFTS AND COMPACT
SUBGRADE TO 95% STANDARD PROCTOR DENSITY

ALL EXISTING SUB-GRADE AND CRUSHER RUN GRAVEL SURFACING SHALL
BE COMPACTED 95% MINIMUM STANDARD PROCTOR DENSITY AS SPECIFIED
BY ASTM D698 AND AASHTO T-99.

THE CONTRACTOR IS REQUIRED TO TEST AND SUBMIT COMPACTION TEST
RESULTS FOR ALL EXISTING SUB-GRADE AND CRUSHER RUN GRAVEL
SURFACING IN THE CLOSEOUT PACKAGE SUPPLIED TO TOWER OWNER

1 GRADING SITE PLAN
SCALE: 1" = 20'



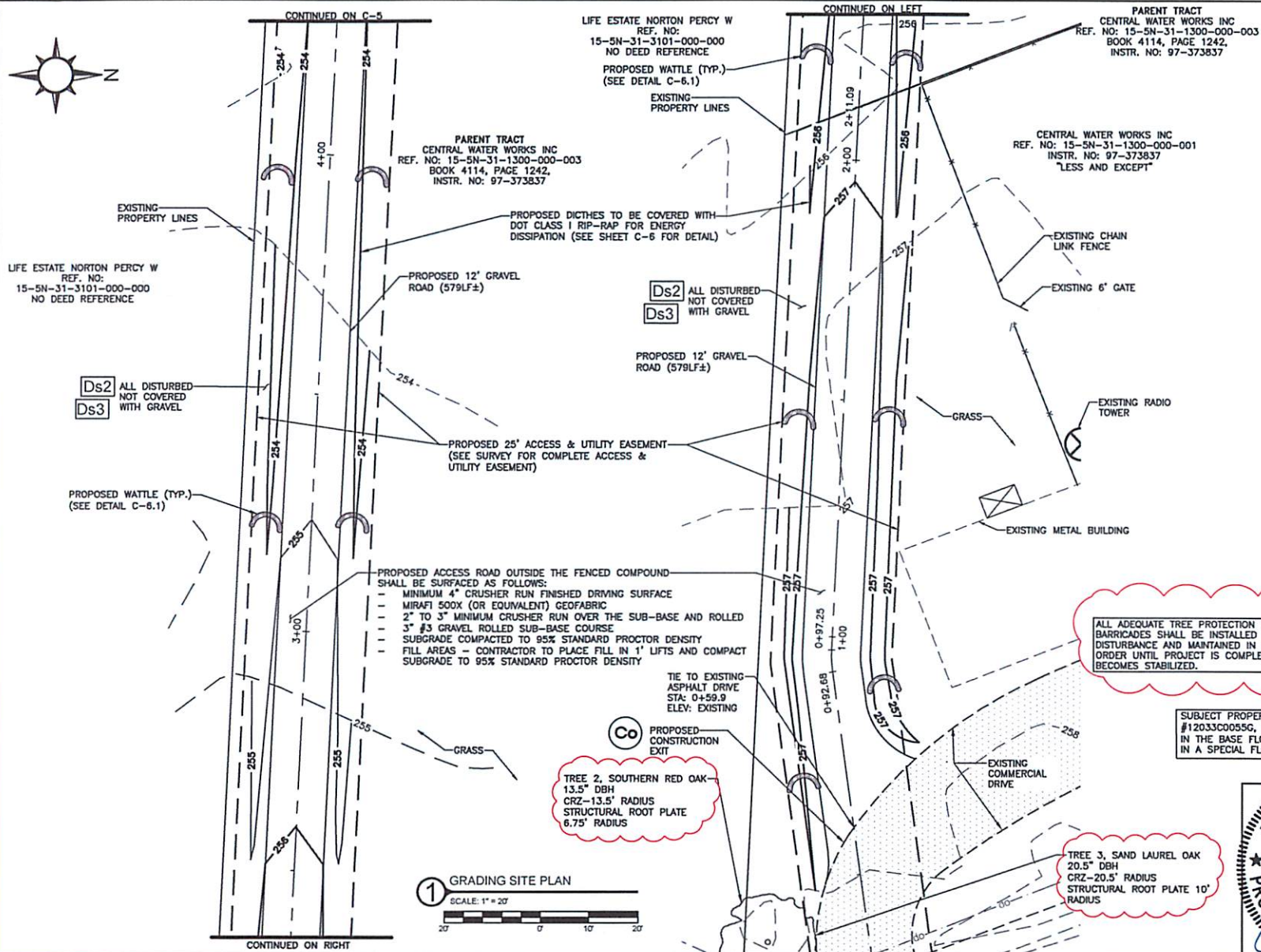
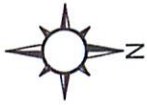
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02/23/19	REVISED PER TOWER LOCATION CHANGE
05/07/19	REVISED PER NEW RFD (07/17/2019)
11/05/19	REVISED PER SHELTER MOVE
12/12/19	REVISED PER COUNTY COMMENTS

BLUFF SPRINGS
GRADING, SEDIMENT &
EROSION CONTROL PLAN

DESIGNED	JDS
DRAWN	JAL
CHECKED	JDS
LAST REVISION	BLB

JOB # 13798460

C-5



1 GRADING SITE PLAN
SCALE: 1" = 20'

SMW
ENGINEERING & SURVEYING, INC.
PROVIDING PLANNING & DESIGN SERVICES
DWM # 16-2064



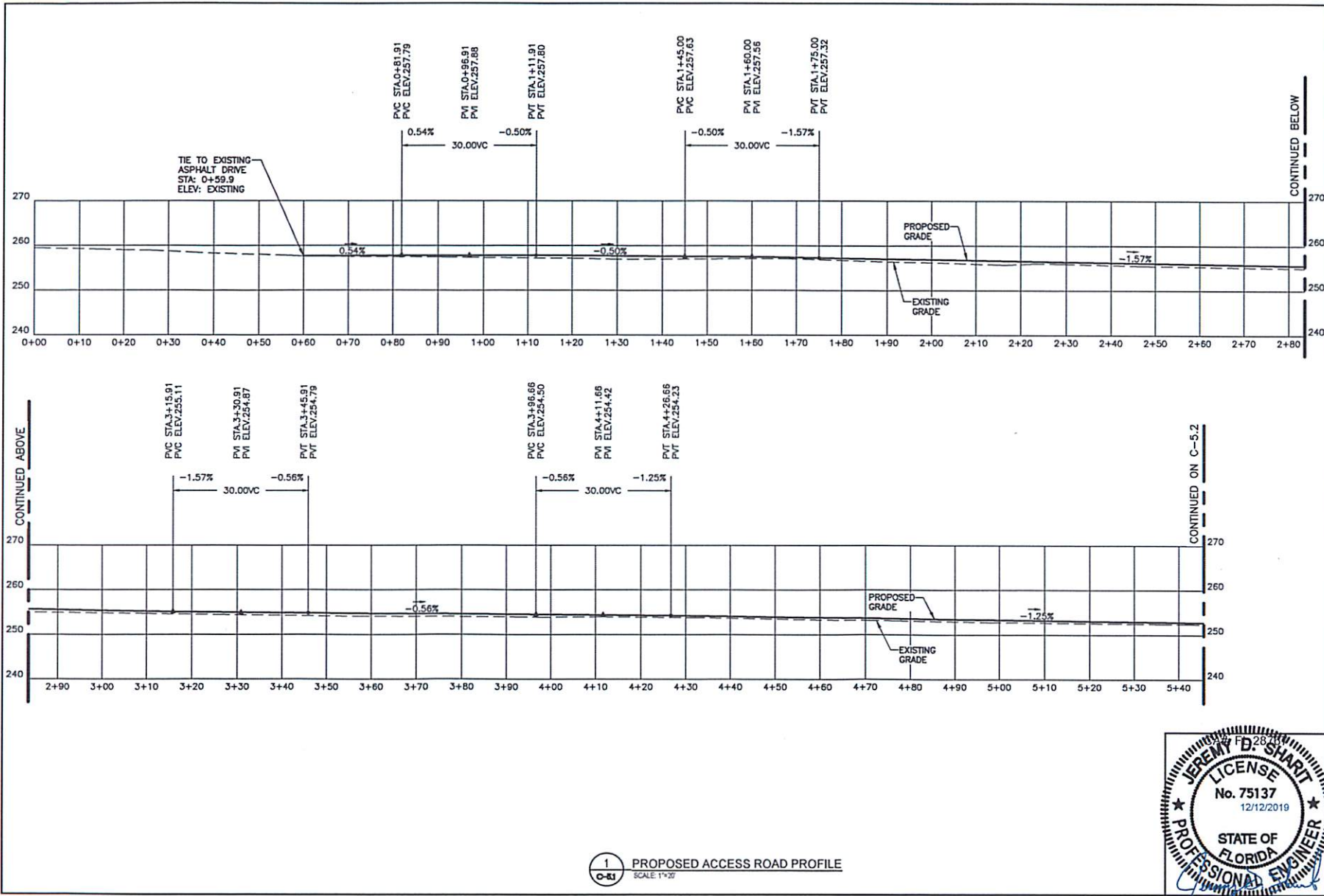
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2	09/25/18	REVISED PER TOWER LOCATION CHANGE
3	10/07/18	REVISED PER NEW RFCS (07/17/2019)
4	11/02/18	REVISED PER SHELTER MOVE
5	12/12/19	REVISED PER COUNTY COMMENTS

BLUFF SPRINGS
GRADING, SEDIMENT
& EROSION CONTROL
PLAN

DESIGNED	JOS
DRAWN	JAI
CHECKED	JOS
LAST REVISION BY	BL
JOB #	13798460

C-5.01





16-2064



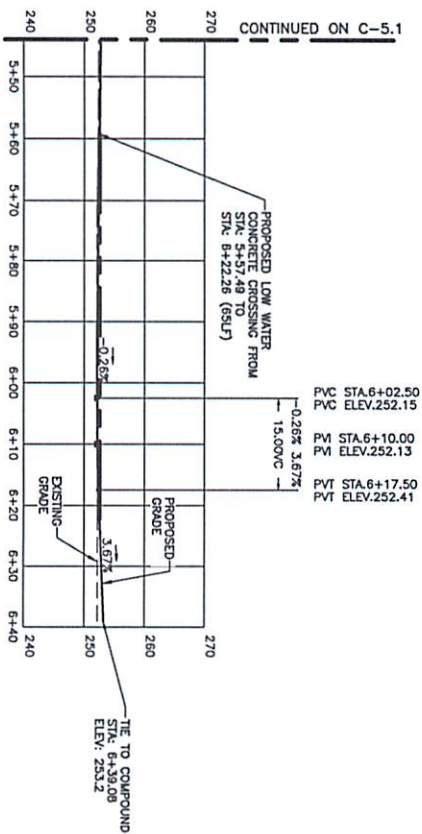
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2	02/29/19	REVISED PER TOWER LOCATION CHANGE
3	10/07/19	REVISED PER NEW #PDS (07/17/2019)
4	11/09/19	REVISED PER SHELTER MOVE
5	12/12/19	REVISED PER COUNTY COMMENTS

BLUFF SPRINGS
ACCESS ROAD
PROFILE SHEET

DESIGNED	JOS
DRAWN	JAL
CHECKED	JOS
LAST REVISION BY	BLG
JOB #	13798460

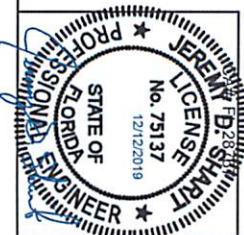
C-5.1





1
C-5.2
SCALE 1"=20'

PROPOSED ACCESS ROAD PROFILE

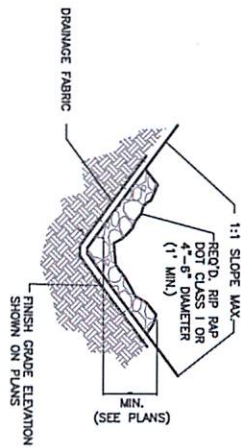
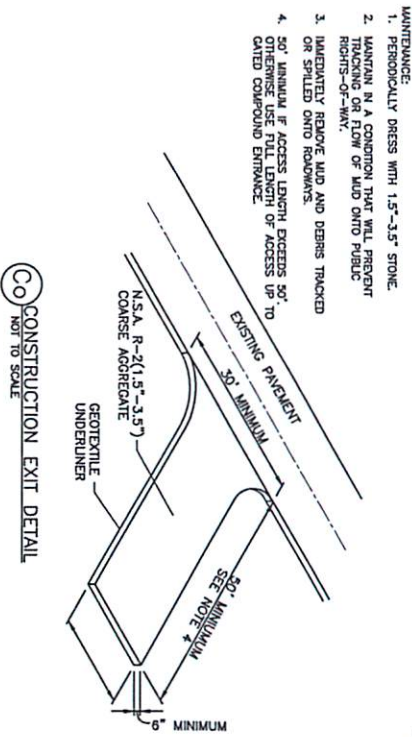
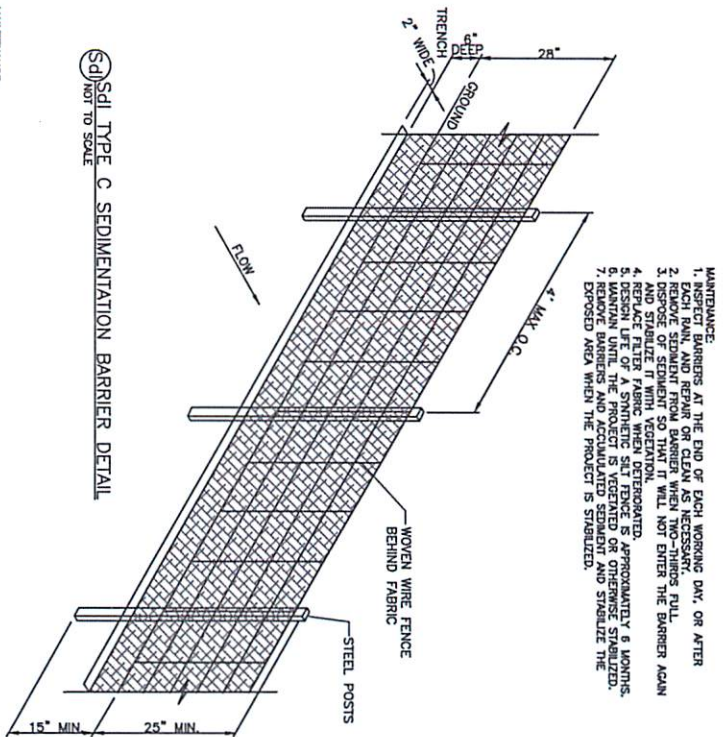


C-5.2

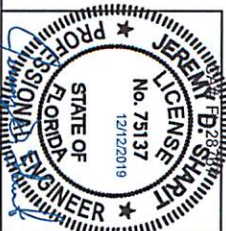
BLUFF SPRINGS
ACCESS ROAD
PROFILE SHEET

#	DATE	DESCRIPTION
6	01/28/19	ISSUED FOR CONSTRUCTION
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10	12/12/19	REVISED PER COUNTY COMMENTS





- (Co)** CONSTRUCTION EXIT - TO REDUCE OR ELIMINATE THE TRACKING OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHTS-OF-WAYS, STREETS, ALLEYS, SIDEWALKS, OR PARKING AREAS.
- (Sd1)** TYPE C SEDIMENT BARRIER - TO PREVENT ANY SEDIMENT CARRIED BY SHEET FLOW FROM LEAVING THE SITE AND ENTERING NATURAL DRAINAGE AREAS OR STORM DRAINAGE SYSTEMS.
- (Ds2)** DISTURBED AREA STABILIZATION (TEMPORARY) - TO ESTABLISH A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDS ON DISTURBED AREAS.
- (Ds3)** DISTURBED AREA STABILIZATION (PERMANENT) - TO ESTABLISH A PERMANENT VEGETATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES, SOD, OR LEGUMES ON DISTURBED AREAS.
- (Du)** DISTURBED AREA DUST CONTROL - TO CONTROL THE DUST AND AIR POLLUTION OF DUST FROM THE CONSTRUCTION SITES, ROADWAYS, AND SIMILAR SITES.

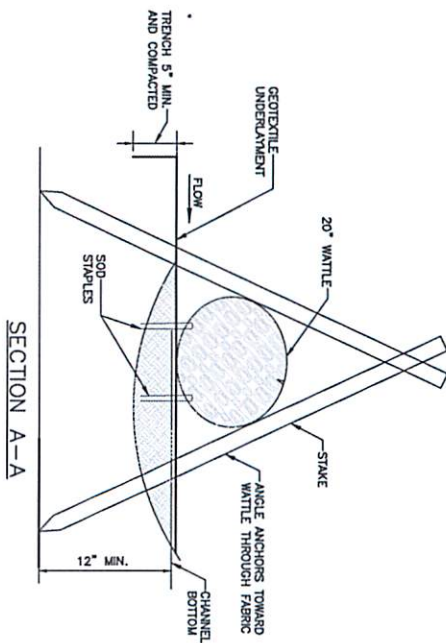
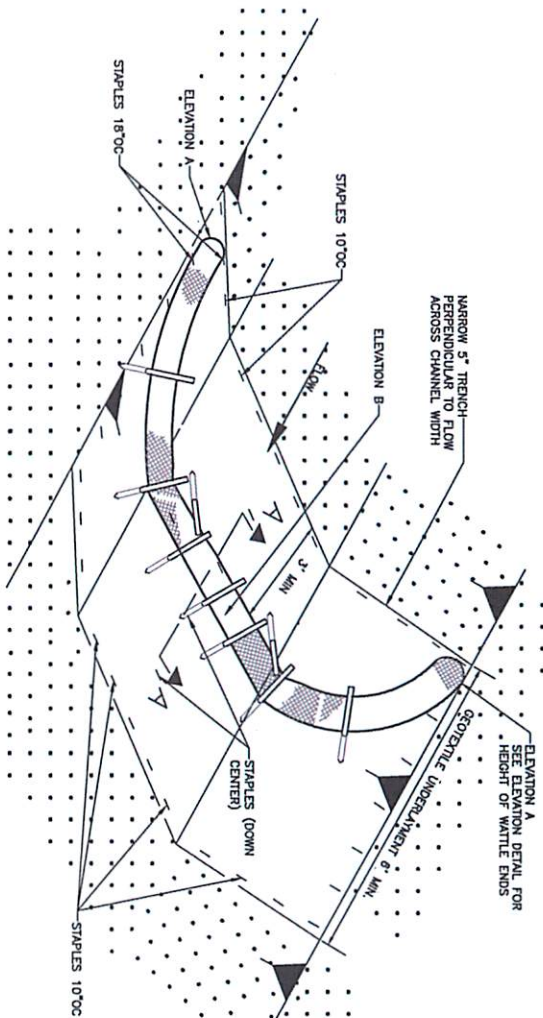


C-6

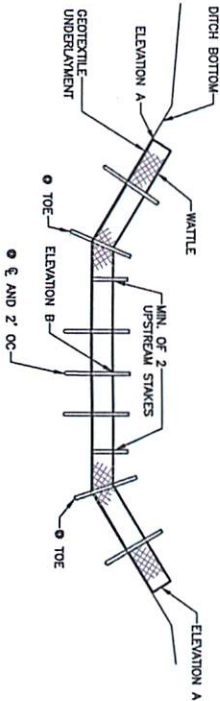
BLUFF SPRINGS
GRADING, SEDIMENT
& EROSION CONTROL
DETAILS

#	DATE	DESCRIPTION
6	01/25/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDOS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS



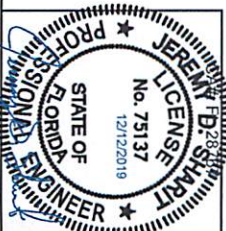


DETAIL (DITCH CHECK)



ELEVATION DETAIL

- NOTES:
1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 50 FEET UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER.
 2. ANCHORING STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF TWO FEET.
 3. SECURE GEOTEXTILE UNDERLAYMENT BY PLACING STAPLES 18 INCHES APART ALONG THE CHANNEL EDGES AND DOWN THE CENTER OF THE CHANNEL. SPACE STAPLES 10 INCHES APART ACROSS THE UPSTREAM AND DOWNSTREAM EDGES.
 4. PLACE STAPLES ON BOTH SIDES OF WATTLE AT 10" SPACING.



C-6.1

DESIGNED BY: JBS
CHECKED BY: JBS
DATE: 12/12/2019
PROJECT: BLUFF SPRINGS
JOB # 13780460

BLUFF SPRINGS
GRADING, SEDIMENT
& EROSION CONTROL
DETAILS

#	DATE	DESCRIPTION:
6	01/25/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFGS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS



DATE: 16-2004



SITE NAME _____
 SITE NUMBER _____
 FCC REGISTRATION NUMBER _____
 PERMIT NUMBER _____
 IN CHARGE OF INSTALLATION _____
 NO TRESPASSING
 PERMIT OF THIS SITE ISSUED BY L&P

OWNER CONTACT SIGN
 WHITE BACKGROUND, BLACK/RED LETTERING
 MOUNTING LOCATION: GATE
 QUANTITY: 1

10" 14"
 NOTICE
 AUTHORIZED PERSONNEL ONLY
 WHITE TEXT
 BLUE BACKGROUND
 WHITE BACKGROUND
 BLACK TEXT
 AUTHORIZED PERSONNEL SIGN
 WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
 MOUNTING LOCATION: GATE & BASE OF TOWER
 QUANTITY: 1

FCC REGISTRATION SIGN
 WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
 MOUNTING LOCATION: GATE & BASE OF TOWER
 QUANTITY: 2

8" 12"
 INFORMATION
 Federal Communications Commission
 Tower Registration Number
 1234567
 Provided by acceptance into Federal Communications Commission rules on antenna tower registration at 47 CFR 1.404
 WHITE TEXT
 GREEN BACKGROUND
 WHITE BACKGROUND
 BLACK TEXT

10" 14"
 DANGER
 NO TRESPASSING
 WHITE TEXT
 BLACK BACKGROUND
 RED BACKGROUND
 WHITE BACKGROUND
 BLACK TEXT
 DANGER NO TRESPASSING SIGN
 WHITE/BLACK BACKGROUND, BLACK/WHITE LETTERING
 MOUNTING LOCATION: GATE & BASE OF TOWER
 QUANTITY: 1



C-8

JOB # 13798460
 DATE 12/12/2019
 PROJECT NO. 75137
 PROJECT NAME
 PROJECT LOCATION

BLUFF SPRINGS

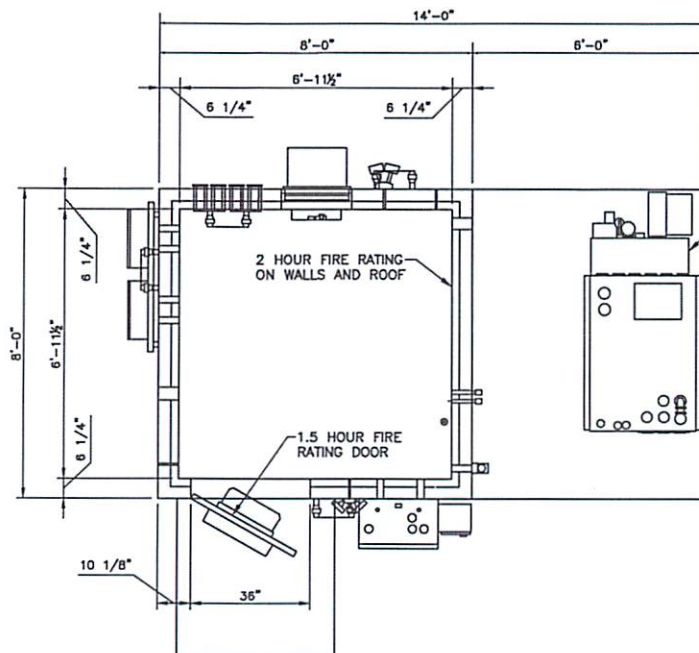
SITE SIGNAGE

#	DATE	DESCRIPTION
6	01/23/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFCS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS



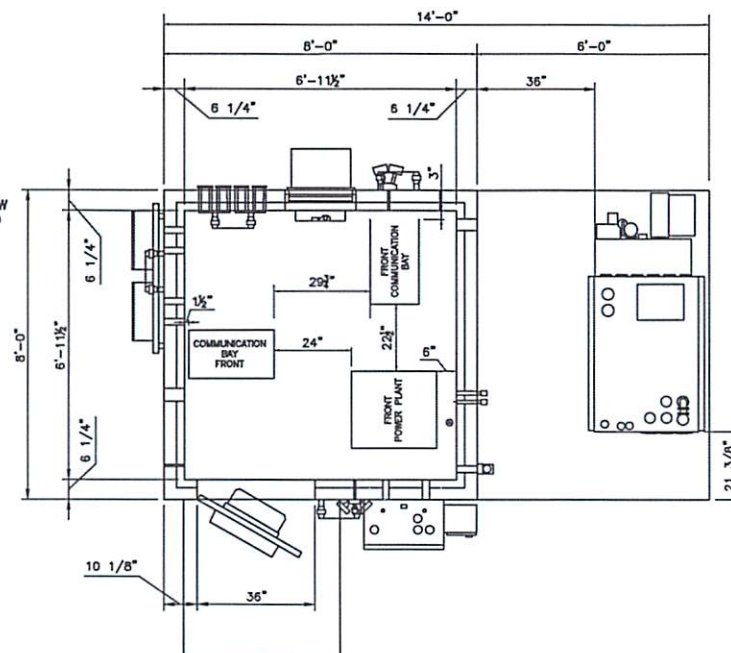
REV. 3 16-2004





FLOOR PLAN
 64.00 SQ. FT. EXTERIOR BUILDING AREA
 48.42 SQ. FT. INTERIOR BUILDING AREA
 48.08 SQ. FT. PATIO AREA
 112.19 SQ. FT. TOTAL AREA

PROPOSED AT&T 20kW
 GENERATOR ON PATIO



EQUIPMENT LAYOUT PLAN

NOTES:

- 1) PLANS, SECTIONS AND DETAILS SHOWN ON THIS DRAWING REPRESENT CARRIER SUPPLIED STANDARD SHELTER DRAWINGS AND REQUIREMENTS.
- 2) SMW ENGINEERING HAS INCORPORATED SHELTER DRAWINGS AND REQUIREMENTS FOR CONTRACTOR INFORMATION ONLY.
- 3) UPON SELECTION OF VENDOR, CERTIFIED SHOP DRAWINGS SHALL BE SUPPLIED FOR REVIEW AND APPROVAL.



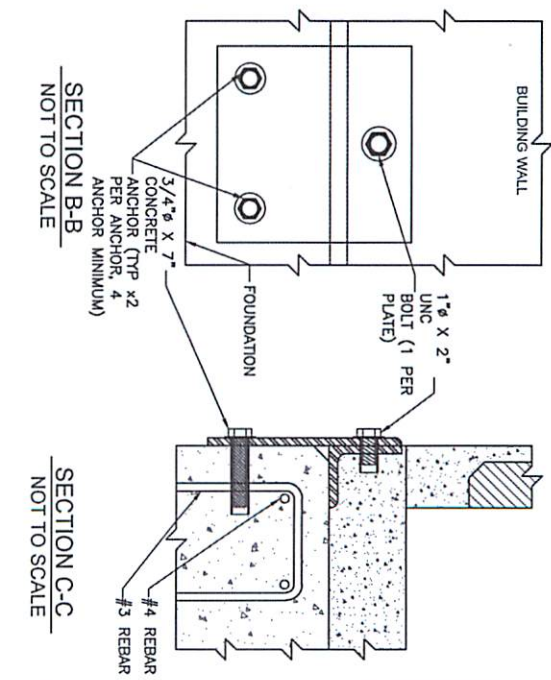
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1	01/28/19	ISSUED FOR CONSTRUCTION
2	02/23/19	REVISED PER TOWER LOCATION CHANGE
3	03/07/19	REVISED PER NEW RFCS (07/17/2019)
4	11/05/19	REVISED PER SHELTER MOVE
5	12/12/19	REVISED PER COUNTY COMMENTS

BLUFF SPRINGS
 AT&T
 SHELTER DETAILS

DESIGNED	JOS
DRAWN	JAL
CHECKED	JOS
LAST REVISION BY	BLS

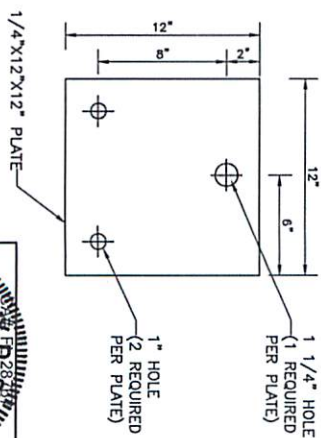
JOB # 13798460

C-10.1



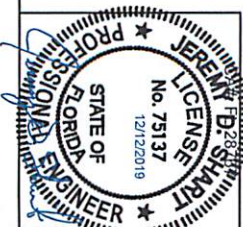
SECTION C-C
NOT TO SCALE

DESCRIPTION:
ISSUED FOR CONSTRUCTION
REVISED PER TOWER LOCATION CHANGE
REVISED PER NEW RFDS (07/17/2019)
REVISED PER SHELTER MOVE
REVISED PER COUNTY COMMENTS



NOTES:

1. SLAB TO BE LEVEL $\pm 1/4"$.
2. FOOTING TO EXTEND A MINIMUM OF 24" BELOW UNDISTURBED SOIL, OR 6" BELOW FROST LINE.
3. FINAL SITE DESIGN IS THE RESPONSIBILITY OF THE SITE CONTRACTOR.
4. CONTRACTOR SHALL VERIFY DESIGN WITH ACTUAL SITE CONDITIONS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES.
5. SLOPE PROTECTION SHALL BE ASSURING ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF.
6. SLAB FOUNDATION DESIGNED ASSUMING MAXIMUM SOIL PLASTICITY INDEX OF 27.
7. CONCRETE STRENGTH SHALL BE A MINIMUM OF 3000 PSI.
8. CONTRACTOR SHALL VERIFY DIMENSIONS AND BOLT LAYOUT WITH SELECTED SHELTER.



SHELTER FOUNDATION DETAILS

Q-11



NOTE:

- OVERLAP REBARS 25 x BAR DIAMETER (MIN.)
- CONCRETE TO BE 5,000 PSI MIN. @ 28 DAYS.
- STEEL TO BE MIN. 60 KSI FOR REBARS.
- EXCAVATED TRENCH TO BE LEVEL AND COMPACTED.
- FOUNDATION IS DESIGNED TO WITHSTAND SUSTAINED WIND LOADING IN EXCESS 155 MPH.
- WEIGHT OF WALL IS APPROXIMATELY 12,000#.
- PRECAST FOUNDATION TO BE BUILT AND SHIPPED TO SITE BY FORTERRA BUILDING PRODUCTS.
- AT&T'S PROJECT ENGINEER TO VERIFY FROM GEOTECH REPORT THAT THE ALLOWABLE SOIL CAPACITY IS GREATER THAN APPLIED LOADS FROM THE SHELTER AND GENERATOR. ALSO VERIFY THAT THERE ARE NO SWELLING CLAYS. NOR IS THERE A FROST LINE DEEPER THAN 24" BELOW FINISHED GRADE.

CONCRETE

ALL CONCRETE SHALL CONFORM TO ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318-11).

ALL CONCRETE SHALL CONSIST OF A 3/4" MAXIMUM STONE AGGREGATE, A MINIMUM OF 5-1/2" SACKS PER CUBIC YARD, AND A MINIMUM SLUMP OF 4". TYPE I OR TYPE II CEMENT IS TO BE USED. THE CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 5000 PSI IN 28 DAYS.

PER ACI 318 7.7: MINIMUM COVER ON NON-PRESSURE STEEL SHALL BE 3" IF CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH, 1-1/2" FOR #3 BARS OR SMALLER (EXPOSED TO EARTH OR WEATHER), 2" FOR #4 BARS OR GREATER (EXPOSED TO EARTH OR WEATHER). MINIMUM COVER FOR SLABS, WALLS, OR JOISTS NOT EXPOSED TO WEATHER OR GROUND CONTACT SHALL BE 3/4" FOR #11

STEEL

ALL STRUCTURAL STEEL FABRICATION SHALL BE IN ACCORDANCE WITH THE 14TH EDITION OF THE AISC STEEL CONSTRUCTION MANUAL.

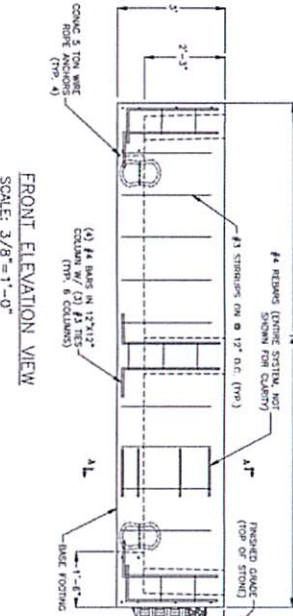
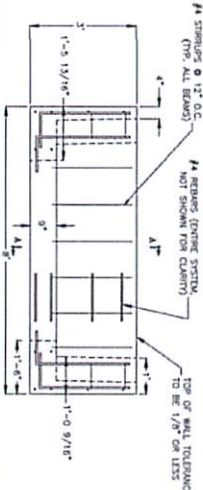
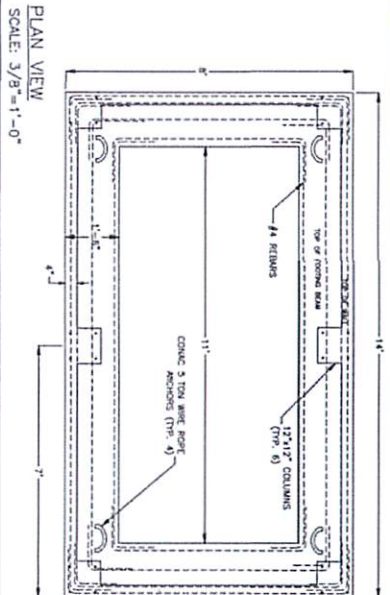
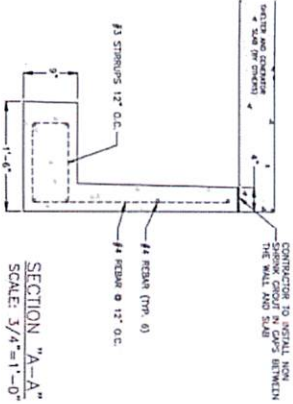
ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A 36, OR AS OTHERWISE NOTED. ALL REINFORCING STEEL IN CONCRETE SHALL BE HIGH STRENGTH DEFORMED BARS, GRADE 60, ASTM A615, WITH A 60,000 PSI MINIMUM YIELD, EXCEPT #4 TIES (GRADE 40).

ALL STEEL (INCLUDING BOLTS, WASHERS, AND NUTS) SHALL BE GALVANIZED, EXCEPT REINFORCING STEEL IN CONCRETE.

REINFORCING STEEL LAP SPICES ARE NOT ALLOWED UNLESS SHOWN ON DRAWINGS OR AUTHORIZED BY THE STRUCTURAL ENGINEER. THE MINIMUM LAP SPICE SHALL BE 40 BAR DIAMETERS. #14 BARS AND #18 BARS CAN NOT BE LAP SPICED.

CONTRACTOR IS TO PROVIDE SPACERS TO MAINTAIN COVER DISTANCES BETWEEN REINFORCING BAR AND CONCRETE EDGES.

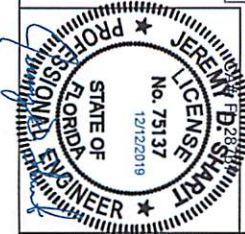
DESIGN IS IN ACCORDANCE WITH 2016 CALIFORNIA BUILDING CODE AND ASCE 7-10 STANDARDS.



PROJECT FOR
AT&T
GILLEN DESIGN SYSTEM, L.L.C.
1425 N. 10TH ST.
SUITE 100
MCKINNEY, TEXAS 75069
PHONE: (972) 512-2770
EMAIL: GILLEN@GILLENDESIGN.COM

DATE	12/02/14
BY	W. K. KIM
CHECKED BY	W. K. KIM
APPROVED BY	W. K. KIM
SCALE	AS NOTED
STATION	0

FOR REFERENCE ONLY. CONTACT
GILLEN DESIGN SYSTEMS FOR FINAL
SLAB ON GRADE CHAINWALL DESIGN.



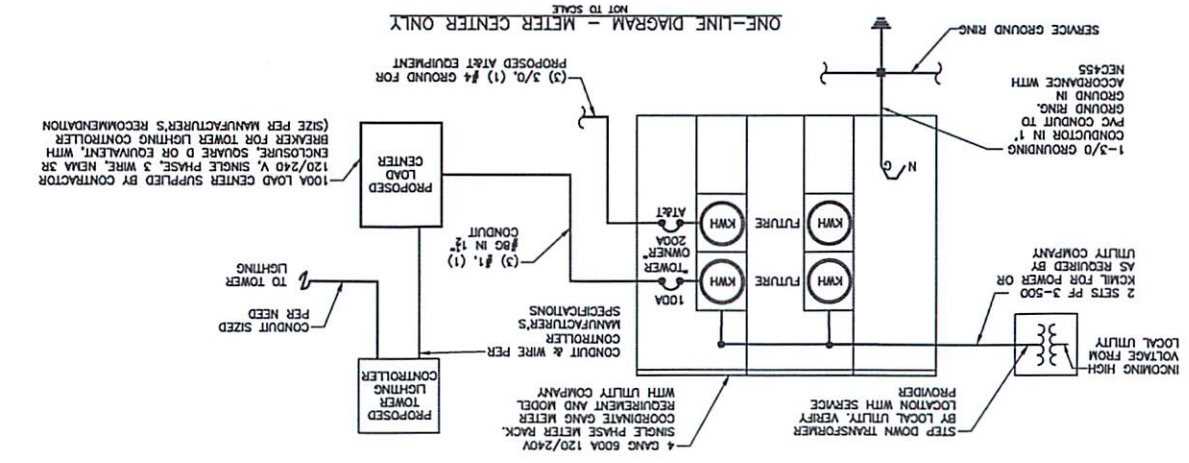
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#	DATE	DESCRIPTION
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS

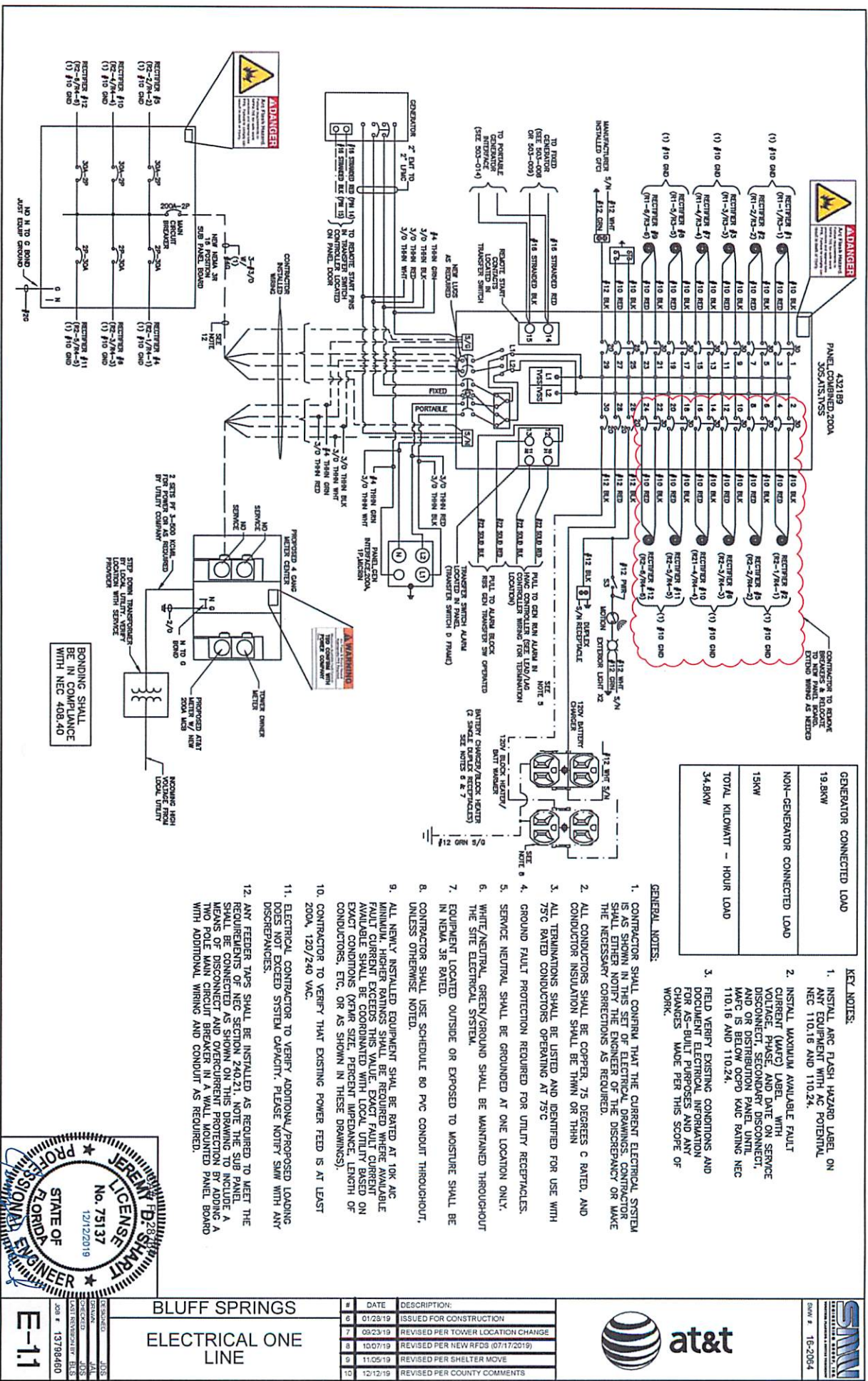


BLUFF SPRINGS
OPTIONAL SHELTER
FOUNDATION DETAILS
(SLAB ON GRADE CHAINWALL)

BLUFF SPRINGS			
ELECTRICAL SPECS & ONE-LINE DIAGRAM			
#	DATE	DESCRIPTION:	
6	07/23/19	ISSUED FOR CONSTRUCTION	
7	07/23/19	REVISED PER TOWER LOCATION CHANGE	
8	10/07/19	REVISED PER NEW RFP(S) 00717(2019)	
9	11/05/19	REVISED PER FILTER NOTE	
10	12/12/19	REVISED PER COUNTY COMMENTS	
			
DRAWN # 16-2064 <small>© 2019 NWS ENGINEERING CORPORATION. ALL RIGHTS RESERVED.</small>		PROJECT NO. 16-2064 <small>© 2019 AT&T INTELLECTUAL PROPERTY. ALL RIGHTS RESERVED.</small>	



- | | |
|-----|--|
| 1. | ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND APPLICABLE LOCAL CODES. |
| 2. | CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED. |
| 3. | WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC AND TELECOM. |
| 4. | ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC AND TELECOM. |
| 5. | CABLES SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNS. |
| 6. | EACH END OF EVERY POWER, POWER PHASE CONDUCTOR (I.E. HOT), GROUNDING, AND 11 CONDUCTOR AND CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" NICH PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUIV.). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC & 504H. |
| 7. | EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, POWER OR CAPACITY RATING, AND BRANCH CIRCUIT ID NUMBERS (I.E., PANELBOARD AND CIRCUIT ID'S). |
| 8. | PANELBOARDS (ID NUMBERS) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH ENGRAVED LAMINATED PLASTIC LABELS. |
| 9. | ALL THE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES. |
| 10. | POWER, CONTROL, AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600 V, 0.01 RESISTANT TH-HN OR TH-W-2, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM, UNLESS OTHERWISE SPECIFIED. |
| 11. | SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, 0.01 RESISTANT TH-HN OR TH-W-2 GREEN INSULATION, CLASS B STRANDED COPPER CABLE RATED FOR 90°C (WET AND DRY) OPERATION; LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM, UNLESS OTHERWISE SPECIFIED. |
| 12. | ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUIV.). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE). |
| 13. | ALL POWER AND POWER GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUIV.). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE). |
| 14. | RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEC, UL, ANSI/IEEE, AND NEC. |
| 15. | ELECTRICAL METALLIC TUBING (EMT), RIGID PVC NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40, OR RIGID PVC SCHEDULE 80 FOR LOCATIONS SUBJECT TO PHYSICAL DAMAGE) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS. |
| 16. | ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT), OR RIGID NONMETALLIC CONDUIT (RIGID PVC, SCHEDULE 40) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS. |
| 17. | GALVANNEED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GRADE. |
| 18. | RIGID NONMETALLIC CONDUIT (I.E., RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED UNDERGROUND, DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY VEHICLE TRAFFIC. |
| 19. | LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED. |
| 20. | CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SETSCREW FITTINGS ARE NOT ACCEPTABLE. |
| 21. | CABINETS, BOXES, AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEC, UL, ANSI/IEEE, AND NEC. |
| 22. | WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SHING OPEN DOWNWARD; SHALL BE PAINTED TYPE E (OR EQUIV.); AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS. |
| 23. | EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES, AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50, AND RATED NEMA 1 (OR BETTER) INDOORS, OR NEMA 3R (OR BETTER) OUTDOORS. |
| 24. | METAL ELECTRICAL SWITCH, AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED, OR NON-CORRODING; SHALL MEET OR EXCEED UL 514 AND NEMA OS 1; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS. |
| 25. | NONMETALLIC RECEPTACLE, SWITCH, AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2; AND RATED NEMA 1 (OR BETTER) INDOORS, OR WEATHER PROTECTED (WP OR BETTER) OUTDOORS. |
| 26. | THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS. |
| 27. | THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD AGAINST LIFE AND PROPERTY. |
| 28. | THE SUBCONTRACTOR SHALL LABEL THE METER BASE PER LOCAL UTILITY REQUIREMENTS. |

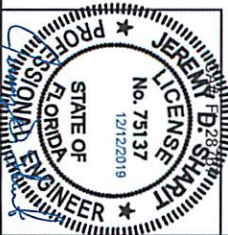


GENERATOR CONNECTED LOAD
19 KW
NON-GENERATOR CONNECTED LOAD
15KW
TOTAL KILOWATT - HOUR LOAD
34 KW

- KEY NOTES:
1. INSTALL ARC FLASH HAZARD LABEL ON ANY EQUIPMENT WITH AC POTENTIAL NEC 110.16 AND 110.24.
 2. INSTALL MAXIMUM AVAILABLE FAULT CURRENT (MAFC) LABEL WITH VOLTAGE, PHASE, AND DATE ON SERVICE DISCONNECT, SECONDARY DISCONNECT, AND/OR DISTRIBUTION PANEL UNTIL MAFC IS BELOW OCPD RATING NEC 110.16 AND 110.24.
 3. FIELD VERIFY EXISTING CONDITIONS AND DOCUMENT ELECTRICAL INFORMATION FOR AS-BUILT PURPOSES AND ANY CHANGES MADE PER THIS SCOPE OF WORK.

GENERAL NOTES:

1. CONTRACTOR SHALL CONFIRM THAT THE CURRENT ELECTRICAL SYSTEM IS AS SHOWN IN THIS SET OF ELECTRICAL DRAWINGS. CONTRACTOR SHALL EITHER NOTIFY THE ENGINEER OF THE DISCREPANCY OR MAKE THE NECESSARY CORRECTIONS AS REQUIRED.
2. ALL TERMINATIONS SHALL BE LISTED AND IDENTIFIED FOR USE WITH 75C RATED CONDUCTORS OPERATING AT 75C.
3. GROUND FAULT PROTECTION REQUIRED FOR UTILITY RECEPTACLES.
4. SERVICE NEUTRAL SHALL BE GROUNDED AT ONE LOCATION ONLY.
5. WHITE/NEUTRAL, GREEN/GROUND SHALL BE MAINTAINED THROUGHOUT THE SITE ELECTRICAL SYSTEM.
6. EQUIPMENT LOCATED OUTSIDE OR EXPOSED TO MOISTURE SHALL BE IN NEMA 3R RATED.
7. CONTRACTOR SHALL USE SCHEDULE 80 PVC CONDUIT THROUGHOUT, UNLESS OTHERWISE NOTED.
8. ALL NEWLY INSTALLED EQUIPMENT SHALL BE RATED AT 10K ARC MINIMUM. HIGHER RATINGS SHALL BE REQUIRED WHERE AVAILABLE FAULT CURRENT EXCEEDS THIS VALUE. EXACT FAULT CURRENT AVAILABLE SHALL BE COORDINATED WITH LOCAL UTILITY BASED ON EXACT CONDITIONS (X-RAY SIZE, PERCENT IMPEDANCE, LENGTH OF CONDUCTORS, ETC., OR AS SHOWN IN THESE DRAWINGS).
9. CONTRACTOR TO VERIFY THAT EXISTING POWER FEED IS AT LEAST 200A, 120/240 VAC.
10. ELECTRICAL CONTRACTOR TO VERIFY ADDITIONAL/PROPOSED LOADING DOES NOT EXCEED SYSTEM CAPACITY. PLEASE NOTIFY SMM WITH ANY DISCREPANCIES.
11. ANY FEEDER TAPS SHALL BE INSTALLED AS REQUIRED TO MEET THE REQUIREMENTS OF NEC SECTION 240.21. NOTE THE SUB PANEL SHALL BE CONNECTED AS SHOWN ON THIS DRAWING BY ADDING A TWO POLE CIRCUIT BREAKER IN A WALL MOUNTED PANEL BOARD WITH ADDITIONAL WIRING AND CONDUIT AS REQUIRED.



Bluff Springs
ELECTRICAL ONE
LINE

REVISIONS

#	DATE	DESCRIPTION
1	01/25/19	ISSUED FOR CONSTRUCTION
2	09/23/19	REVISED PER TOWER LOCATION CHANGE
3	10/07/19	REVISED PER NEW RFD'S (07/17/2019)
4	11/05/19	REVISED PER SHELTER MOVE
5	12/12/19	REVISED PER COUNTY COMMENTS

at&t

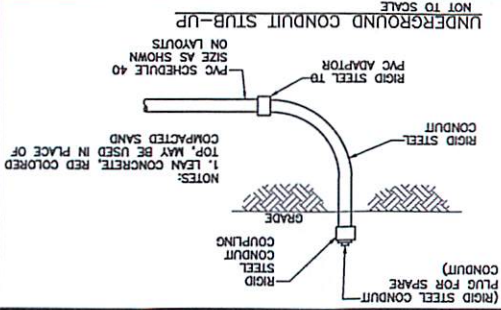
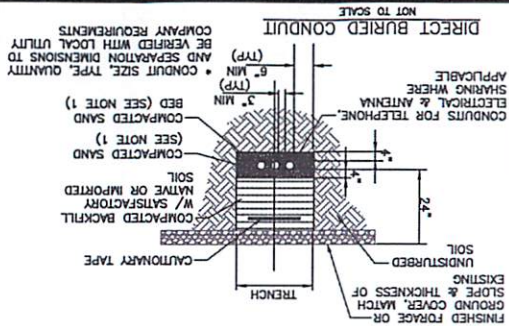
SMW
SOUTHERN METAL WORKS, LLC
15000 N. W. 10th Ave., Suite 100
Miami, FL 33150
Phone: 305.444.1111
Fax: 305.444.1112
Email: info@smwllc.com
Web: www.smwllc.com

E-1.1

13178400

ELECTRICAL KEY NOTES

- 1 PROPOSED 4 GPM METER PANEL. SEE SHEET E-5 FOR MOUNTING DETAILS. SEE SHEET E-1 FOR ELECTRICAL ONE-LINE DIAGRAM
 - 2 PROPOSED 48"x48"x12" TELCO CABINET. SEE E-5 FOR MOUNTING DETAILS
 - 3 PROPOSED (2) 3" PVC CONDUIT FOR POWER SERVICE
 - 4 PROPOSED (1) 4" PVC CONDUIT W/ INNERDUCTS FOR TELCO SERVICE
 - 5 PROPOSED SERVICE TO BE COORDINATED WITH UTILITY PROVIDER FOR FINAL CONNECTION TO EXISTING UTILITIES
 - 6 PROPOSED ELECTRICAL LOAD CENTER
 - 7 PROPOSED CONDUIT FOR TOWER LIGHTING, COORDINATE SIZE WITH MANUFACTURER
 - 8 PROPOSED 100A RATED NEMA SR. LOAD CENTER FOR TOWER LIGHTING CONTROLS (TYP)
 - 9 PROPOSED TOWER LIGHTING FLASH CONTROLLER AND PHOTOCELL (TYP)
 - 10 PROPOSED TRENCH FOR NEW U/G TELCO SERVICES (30"±) (1) 4" PVC W/ (2) 1-1/4" INNERDUCTS AND W/LE TAPES FROM NEW COMMUNITY UTILITIES RACK TO NEW AT&T EQUIPMENT CABINET.
 - 11 PROPOSED TRENCH FOR NEW U/G ELECTRICAL SERVICE (40"±) (1) 2" PVC FROM NEW COMMUNITY UTILITIES RACK TO NEW AT&T EQUIPMENT CABINET.
 - 12 PROPOSED TELCO ACCESS
 - 13 PROPOSED 200A 16 POSITION PANEL BOARD W/ 200A MCB.
- CONTRACTOR PROVIDED & INSTALL. FINAL LOCATION TO BE DETERMINED



TELCO REDLINES TO BE PROVIDED AT LATER DATE



E-2

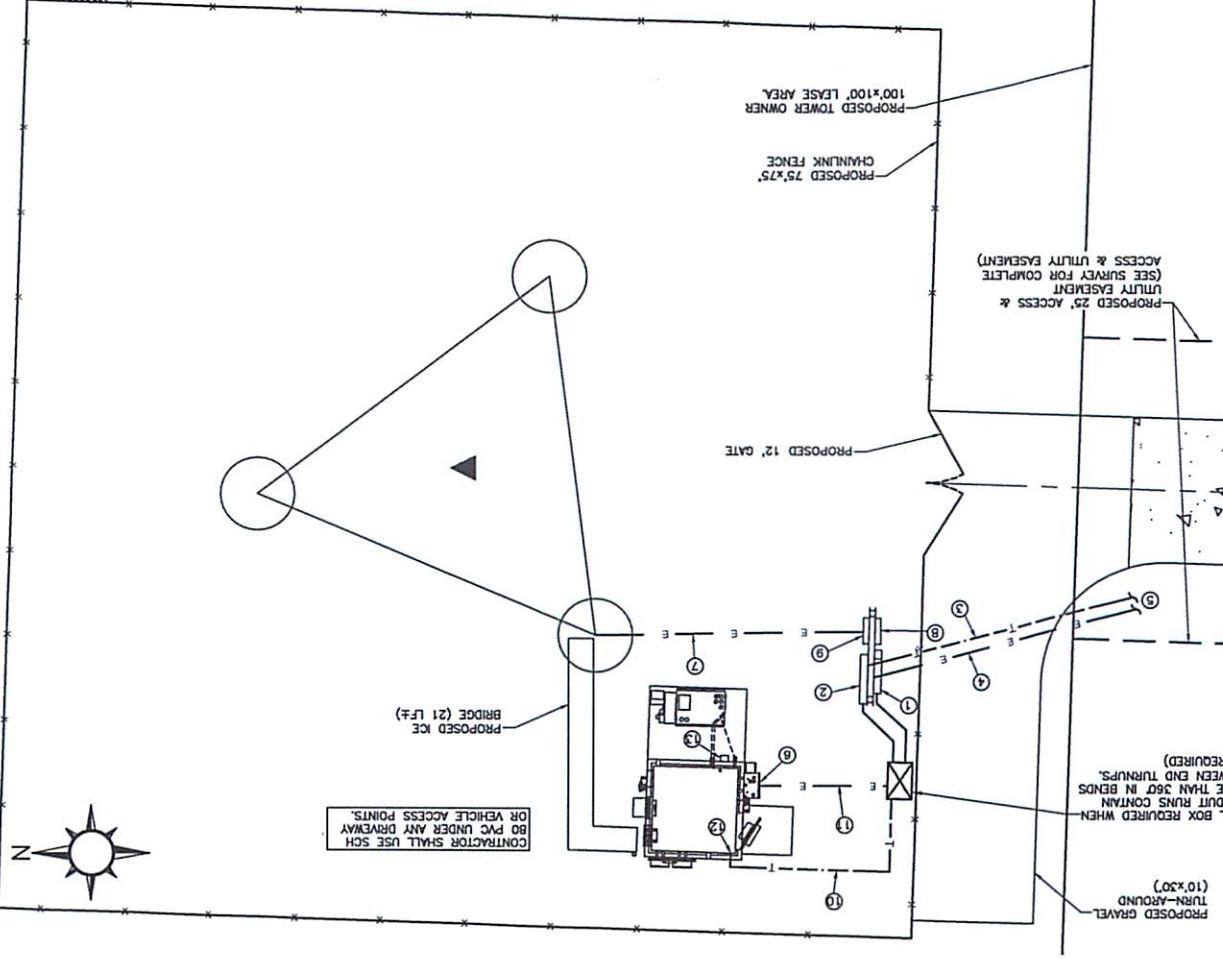
JOB # 13798460
LAST REVISION BY
JOS
JAL
JOS

BLUFF SPRINGS
UTILITY
SITE PLAN

#	DATE	DESCRIPTION
6	01/23/19	ISSUED FOR CONSTRUCTION
7	03/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RPS (07/17/2019)
9	11/06/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS

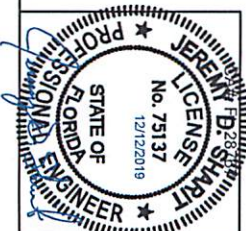


SHEET # 16-2064



TELCO REDLINES TO BE
PROVIDED AT LATER DATE

1
UTILITY SITE PLAN
E-2.1



E-2.1

REVISIONS
DATE
BY
DESCRIPTION
12/12/2019
JBS
ISSUED FOR CONSTRUCTION

BLUFF SPRINGS

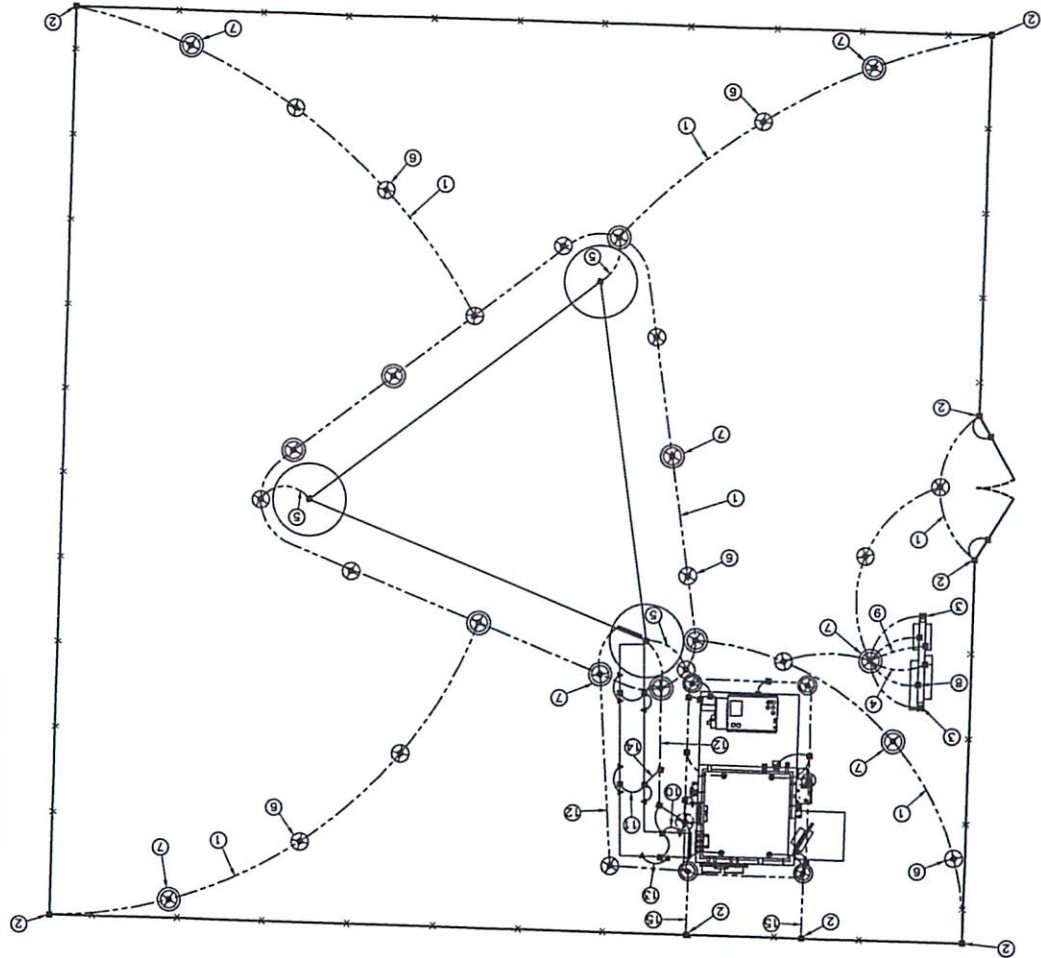
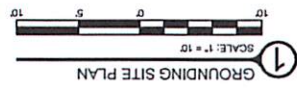
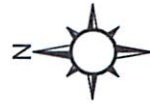
OVERALL UTILITY
SITE PLAN

#	DATE	DESCRIPTION:
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RPDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS



GROUNDING SHOWN ON PLANS IS FOR CONCRETE PIER
DESIGN ONLY. IF CONCRETE PAD AND PIER DESIGN IS
USED, TOWER GROUNDING WILL BE 1' OUTSIDE OF PAD
AND NO GROUND RODS OR INSPECTION RODS ARE TO BE
INSTALLED IN OR THRU TOWER FOUNDATION CONCRETE PAD.

- 1 #2 AWG BARE TINNED SOLID COPPER GROUND RING BURIED 30" BELOW GRADE (TYP)
- 2 BOND FENCE & GATE POSTS TO GROUND RING (TYP)
- 3 BOND ALL H-FRAME POSTS TO GROUND RING
- 4 BOND TELCO BUSS BAR TO GROUND RING
- 5 BOND TOWER BASE PLATE AT EACH LEG TO TOWER GROUND RING PER TOWER OWNER SPECIFICATIONS
- 6 PROPOSED GROUND ROD (TYP)
- 7 PROPOSED GROUND ROD WITH INSPECTION WELL
- 8 1-#3/8 GROUNDING TO CONDUCTOR IN 1" PVC CONDUIT TO GROUND RING
- 9 BOND TOWER LIGHTING CONTROLLER TO GROUND RING PER THE MANUFACTURERS SPECIFICATIONS
- 10 #2 AWG GREEN INSULATED JUMPER FROM ICE BRIDGE POST TO GRIPSTRUT
- 11 ICE BRIDGE GROUND (POST TO POST)
- 12 #2 AWG COPPER GROUND WIRE TO TOWER GROUND RING (TYP x2)
- 13 #2 AWG GREEN INSULATED JUMPER AT ICE BRIDGE SPICES
- 14 #2 AWG TINNED COPPER WIRE GROUND FROM ICE BRIDGE POST TO CLOSEST GROUND RING (TYP)
- 15 #2 AWG GROUND FENCE POST TO SHELTER OR GENERATOR GROUND RING (TYP)



F-3

JOB # 13798460
LAST REVISION BY JDS
DATE 12/12/2019
REVISIONS
JDS

BLUFF SPRINGS
GROUNDING
SITE PLAN

#	DATE	DESCRIPTION
6	01/23/19	ISSUED FOR CONSTRUCTION
7	08/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RINGS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/17/19	REVISED PER COUNTY COMMENTS

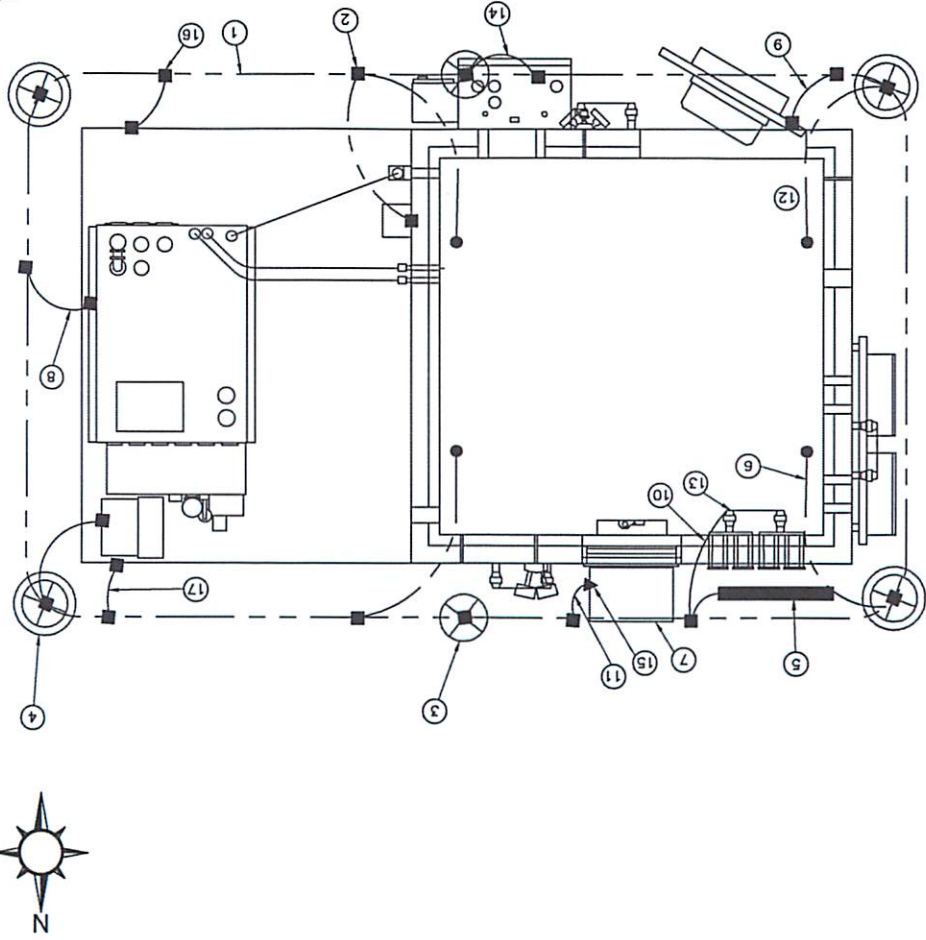


DWG # 16-2064

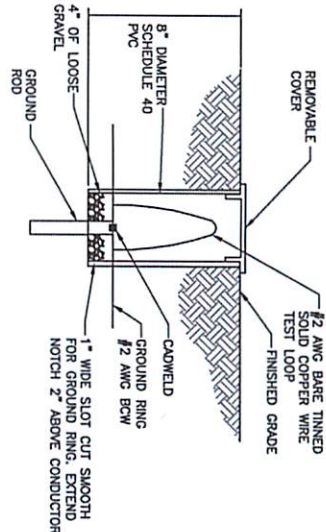


LEGEND:

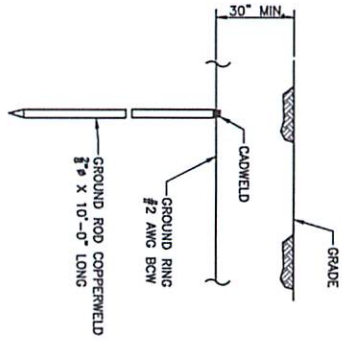
- ① #2 AWG TINNED COPPER WIRE GROUND RING AROUND EQUIPMENT SHELTER AND
 - ② EXOTHERMIC WELD (COWELD) (TYP)
 - ③ COPPER CLAD GROUND ROD (TYP) 5/8" x 10' LONG
 - ④ 5/8" x 10' GROUND ROD W/INSPECTION WELL
 - ⑤ COAX EXTERIOR GROUND BAR MOUNTED ON INSULATORS BOND TO GROUND RING W/#2 SOLID TINNED COPPER WIRE (2PLCS) AND INTERIOR HALO GROUND RING
 - ⑥ #2 AWG TINNED COPPER WIRE FROM INTERIOR HALO GROUND RING TO EQUIPMENT GROUND RING (4PLCS)
 - ⑦ A/C UNIT GROUND (TYP X2)
 - ⑧ GROUND LEAD TO GENERATOR RECEPTACLE
 - ⑨ GROUND LEAD TO EXTERIOR DOOR FRAME
 - ⑩ GROUND LEAD FROM INTERIOR GROUND BAR TO EXTERIOR GROUND RING
 - ⑪ GROUND LEAD TO AC EQUIPMENT
 - ⑫ #2 AWG GROUND LEAD TO INTERIOR TELCO BOX
 - ⑬ INTERIOR GROUND BAR
 - ⑭ #2 AWG COPPER GROUND LEAD FROM NEW ATS TO EQUIPMENT GROUND RING
 - ⑮ 2 HOLE BOLTED CONNECTION (TYP X2)
 - ⑯ #2 AWG TINNED COPPER WIRE GROUND FROM SHELTER MOUNTING PLATE TO GROUND RING (TYP X8)
 - ⑰ #2 AWG SOLID TINNED COPPER WIRE, CONNECT TO GROUND RING AND STEEL REBAR IN CONCRETE FOUNDATION, EXOTHERMIC ALLY WELD, TEST RESISTANCE, (5 OHMS OR LESS) VERIFY WELD NON-POROUS OR RE-WELD.
- GROUNDING NOTE:
1. GROUNDING RING TO EARTH RESISTANCE SHALL NOT EXCEED 5 OHMS. TESTING SHALL BE COMPLETED PRIOR TO AC POWER TURN-ON. CONTRACTOR SHALL ADVISE CONSTRUCTION MANAGER IF RESISTANCE EXCEEDS 5 OHMS.
 2. METALLIC OBJECTS WITHIN 6' OF THE TOWER GROUND RING MUST BE BONDED TO THE TOWER GROUND RING W/ A MINIMUM #6 AWG BARE COPPER CONDUCTOR.



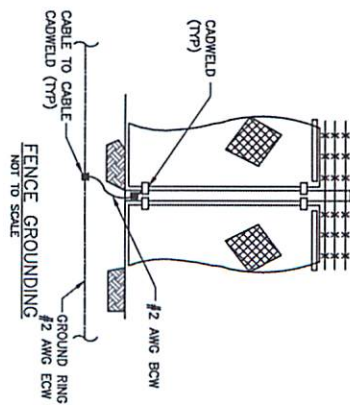
<div> <div>SMU</div> <div> <div>DESIGNATION</div> <div>PROJECT NO.</div> <div>DATE</div> </div> </div>		16-2064
<div> <div>at&t</div> <div> <div>DESIGNATION</div> <div>PROJECT NO.</div> <div>DATE</div> </div> </div>		
<div> <div>REVISIONS</div> <div> <div>NO.</div> <div>DATE</div> <div>DESCRIPTION</div> </div> </div>		
10		12/17/19 REVISED PER COUNTY COMMENTS
9		11/05/19 REVISED PER SHELTER MOVE
8		10/07/19 REVISED PER NEW ROPS (07/17/2019)
7		09/23/19 REVISED PER TOWER LOCATION CHANGE
6		01/23/19 ISSUED FOR CONSTRUCTION
<div> <div>DATE</div> <div>DESCRIPTION</div> </div>		
<div> <div>BLUFF SPRINGS</div> <div>SHELTER</div> <div>GROUNDING PLAN</div> </div>		
<div> <div>DESIGNED</div> <div>CHECKED</div> <div>IN CHARGE</div> <div>LAST REVISION BY</div> <div>DATE</div> <div>JOB #</div> </div>		
<div> <div>13798460</div> <div>F-3.1</div> </div>		



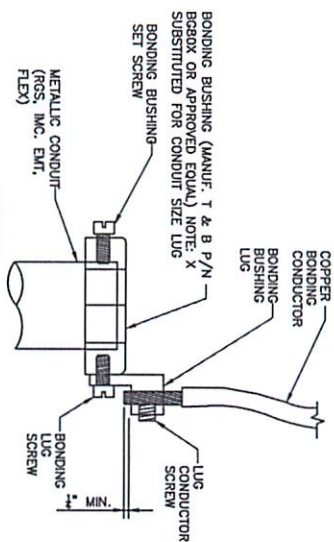
GROUND ROD INSPECTION WELL
NOT TO SCALE



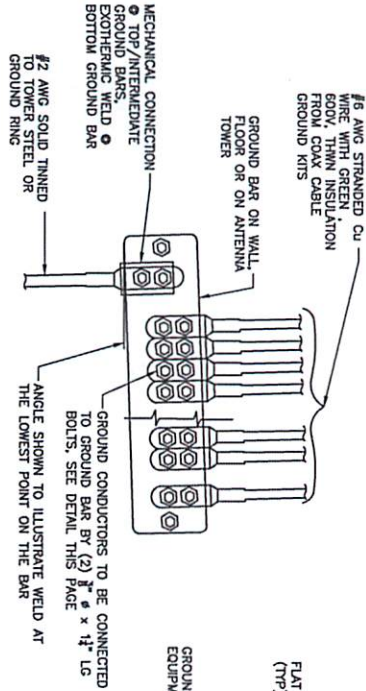
GROUND ROD DETAIL
NOT TO SCALE



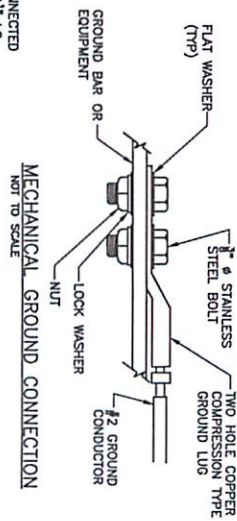
FENCE GROUNDING
NOT TO SCALE



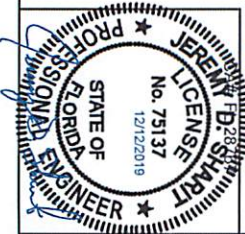
CONDUIT BOND/GROUND BUSHING
NOT TO SCALE



INSTALLATION OF GROUND WIRE TO COAX
CABLE GROUND BARE
NOT TO SCALE



MECHANICAL GROUND CONNECTION
NOT TO SCALE

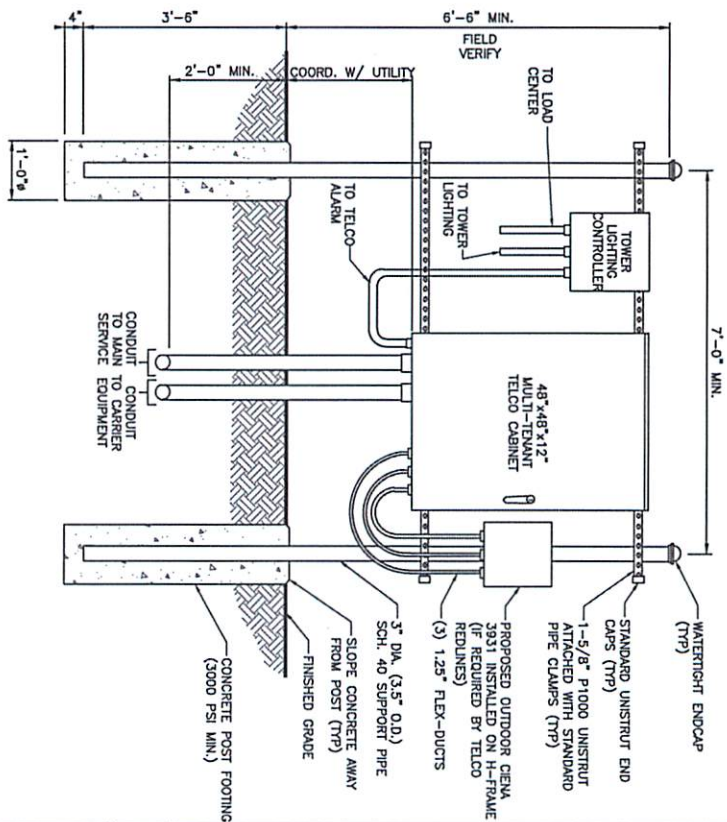
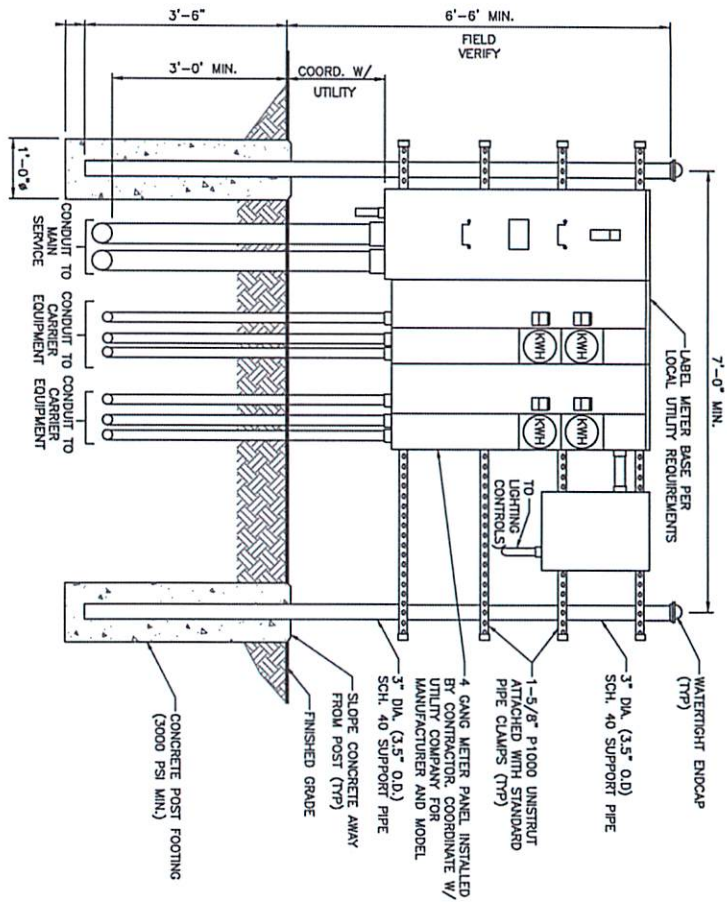


E-4

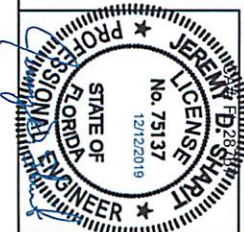
BLUFF SPRINGS
GROUNDING
DETAILS

#	DATE	DESCRIPTION
6	01/25/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFCS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS





#	DATE	DESCRIPTION:
6	01/28/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS



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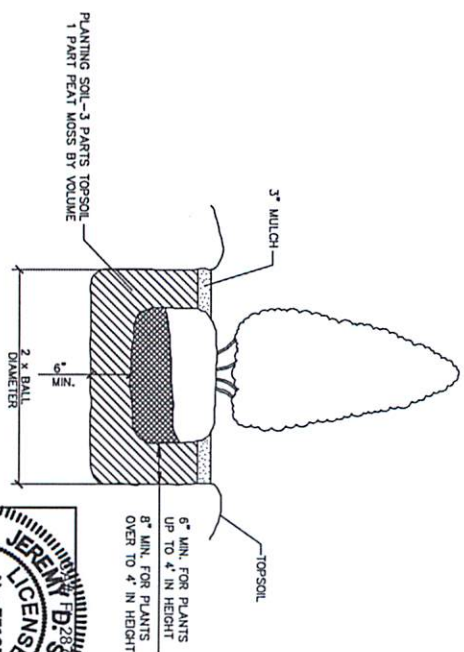
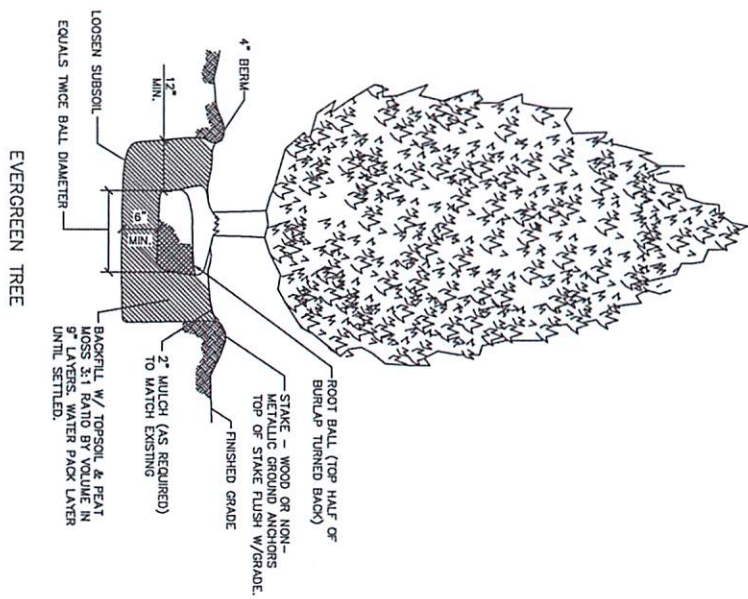
1 PLANTING DETAILS - EVERGREEN TREES

N.T.S.

2 EVERGREEN SHRUB

N.T.S.

- NOTES:
1. EVERGREEN TREE SHALL BE MIN. 8'-0" IN HEIGHT AT TIME OF PLANTING.
 2. EVERGREEN SHRUB SHALL BE A MIN. 30" IN HEIGHT AT TIME OF PLANTING

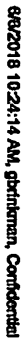


LS-2

BLUFF SPRINGS
LANDSCAPING
DETAILS

#	DATE	DESCRIPTION:
6	01/25/19	ISSUED FOR CONSTRUCTION
7	09/23/19	REVISED PER TOWER LOCATION CHANGE
8	10/07/19	REVISED PER NEW RFDS (07/17/2019)
9	11/05/19	REVISED PER SHELTER MOVE
10	12/12/19	REVISED PER COUNTY COMMENTS





SABRE INDUSTRIES (TM) PROPRIETARY DOCUMENT

PROJECT: 08'-0" X 14'-0" CONCRETE SHELF AC ELECTRICAL WIRING DIAGRAM	
RELEASE: DATE:	TOLERANCES:
SCALE AS NOTED	DATE:
DESIGN BY: M. FOWLER	DATE: 2/24/87
CHK. BY: M. FLOU	DATE: 2/24/87
APP. BY: C. BRAWLEY	DATE: 2/24/87
SHEET NO. 6-1	
DRAWING NO.: SATNZZ	REV.: C

025104630

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SABRE INDUSTRIES(TM) PROPRIETARY DOCUMENT

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KOHLER Power Systems

Model: **20REOZK**

208-600 V

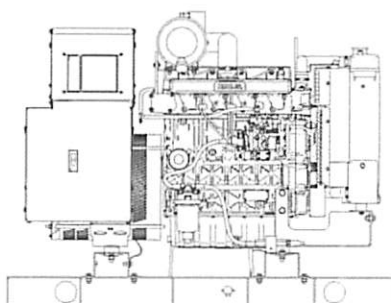
Diesel



Tier 4i EPA-Certified for Stationary Emergency Applications

Ratings Range

		60 Hz
Standby:	kW	18.0-23.0
	kVA	18.0-28.8
Prime:	kW	16.5-20.0
	kVA	16.5-25.0



Generator Set Ratings

Alternator	Voltage	Ph	Hz	130° C Rise Standby Rating		105° C Rise Prime Rating	
				kW/kVA	Amps	kW/kVA	Amps
4D3.8	120/208	3	60	20.0/25.0	69.4	19.0/23.8	65.9
	127/220	3	60	20.0/25.0	65.6	18.5/23.1	60.7
	120/240	3	60	20.0/25.0	60.1	19.0/23.8	57.1
	120/240	1	60	18.0/18.0	75.0	16.5/16.5	68.8
	139/240	3	60	20.0/25.0	60.1	18.5/23.1	55.6
	220/380	3	60	19.5/24.4	37.0	18.5/23.1	35.1
	277/480	3	60	20.0/25.0	30.1	18.5/23.1	27.8
	347/600	3	60	20.0/25.0	24.1	18.5/23.1	22.3
4D5.0	120/208	3	60	23.0/28.8	79.8	20.0/25.0	69.4
	127/220	3	60	23.0/28.8	75.4	20.0/25.0	65.6
	120/240	3	60	23.0/28.8	69.2	20.0/25.0	60.1
	120/240	1	60	22.0/22.0	91.7	20.0/20.0	83.3
	139/240	3	60	23.0/28.8	69.2	20.0/25.0	60.1
	220/380	3	60	22.0/27.5	41.8	20.0/25.0	38.0
	277/480	3	60	23.0/28.8	34.6	20.0/25.0	30.1
	347/600	3	60	23.0/28.8	27.7	20.0/25.0	24.1
4E3.8	120/240	1	60	22.0/22.0	91.7	20.0/20.0	83.3

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. **Standby Rating:** Standby rating is applicable to varying loads for the duration of a power outage. There is no overload capacity for this rating. **Prime Power Rating:** At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO 8528-1 and ISO 3046-1. For limited running time and continuous ratings, consult the factory. Obtain the technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and this condition denotes. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

GS-435 (20REOZK) 1/15c

Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set engine is certified to meet the Environmental Protection Agency (EPA) emergency stationary emissions requirements.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - Kohler's wound field excitation system with its unique PowerBoost™ design delivers great voltage response and short-circuit capability.
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
 - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
 - The low coolant level shutdown prevents overheating (standard on radiator models only).
 - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.

Alternator Specifications

Specifications	Alternator
Manufacturer	Kohler
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Wound Field
Leads: quantity, type	12, Reconnectable
	4, 110-120/220-240
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130° C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	54
480 V	4D5.0 (12 lead)
240 V	65
	4E3.8 (4 lead)
	31

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and drip-proof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Engine

Engine Specifications	
Manufacturer	Kohler Diesel
Engine model	KD12504M
Engine type	4-Cycle, Naturally Aspirated
Cylinder arrangement	4 Inline
Displacement, L (cu. in.)	2.5 (158)
Bore and stroke, mm (in.)	88 x 102 (3.46 x 4.02)
Compression ratio	18:1
Piston speed, m/min. (ft./min.)	367 (1206)
Main bearings: quantity, type	5, Sleeve
Rated rpm	1800
Max. power at rated rpm, kWm (BHP)	29.7 (39.9)
Cylinder head material	Cast Iron
Crankshaft material	Cast Iron
Valve material:	
Intake	Stainless Steel
Exhaust	Stainless Steel
Governor: type, make/model	Stanadyne/Mechanical (or Electronic *)
Frequency regulation, no-load to full-load	Drop (or Isochronous *)
Frequency regulation, steady state	±0.5%
Frequency	Fixed
Air cleaner type, all models	Dry
* Requires available electronic governor option	

Exhaust

Exhaust System	
Exhaust manifold type	Dry
Exhaust flow at rated kW, m³/min. (cfm)	6 (212)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	570 (1058)
Maximum allowable back pressure, kPa (in. Hg)	8.5 (2.5)
Exhaust outlet size at engine hookup, mm (in.)	41 (1.6)

Application Data

Engine Electrical

Engine Electrical System	
Battery charging alternator:	
Ground (negative/positive)	Negative
Volts (DC)	12
Ampere rating	50
Starter motor rated voltage (DC)	12
Battery, recommended cold cranking amps (CCA):	
Quantity, CCA rating	One, 650
Battery voltage (DC)	12

Fuel

Fuel System	
Fuel supply line, min. ID, mm (in.)	8.0 (0.31)
Fuel return line, min. ID, mm (in.)	6.0 (0.25)
Max. lift, electric fuel pump, m (ft.)	3.0 (10.0)
Max. fuel flow, Lph (gph)	46.0 (12.2)
Max. return line restriction, kPa (in. Hg)	20 (5.9)
Fuel filter	
Prefilter	74 Microns
Primary/Water Separator	5 Microns @ 98% Efficiency
Recommended fuel	#2 Ultra Low Sulfur Diesel

Lubrication

Lubricating System	
Type	Full Pressure
Oil pan capacity, L (qt.)	10.7 (10.8)
Oil pan capacity with filter, L (qt.)	11 (11.6)
Oil filter: quantity, type	1, Cartridge
Oil cooler	—

GS-435 (20REOZK) 1/15c

Application Data

Cooling

Radiator System	
Ambient temperature, °C (°F) *	50 (122)
Engine jacket water capacity, L (gal.)	4.4 (1.6)
Radiator system capacity, including engine, L (gal.)	11.4 (3)
Engine jacket water flow, Lpm (gpm)	56.8 (15)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	21.6 (1226)
Water pump type	Centrifugal
Fan diameter, including blades, mm (in.)	406 (16.0)
Fan, kW (HP)	0.6 (0.8)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)

* Enclosure reduces ambient temperature capability by 5°C (9°F).

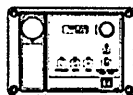
Operation Requirements

Air Requirements	
Radiator-cooled cooling air, m ³ /min. (scfm) *	38.8 (1300)
Combustion air, m ³ /min. (cfm)	2.1 (74.2)
Heat rejected to ambient air:	
Engine, kW (Btu/min.)	20.4 (1160)
Alternator, kW (Btu/min.)	5.1 (290)

* Air density = 1.20 kg/m³ (0.075 lbm/ft³)

Fuel Consumption	
Diesel, Lph (gph) at % load	Standby Rating
100%	7.9 (2.1)
75%	6.1 (1.6)
50%	4.3 (1.1)
25%	2.5 (0.7)
Diesel, Lph (gph) at % load	Prime Rating
100%	7.2 (1.9)
75%	5.7 (1.5)
50%	3.8 (1.0)
25%	2.3 (0.6)

Controller



Decision-Maker 3000 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G8-100 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

KOHLER CO., Kohler, Wisconsin 53044 USA
Phone 920-457-4441, Fax 920-459-1646
For the nearest sales and service outlet in the US and Canada, phone 1-800-544-2444
KOHLERPower.com

Kohler Power Systems
Asia Pacific Headquarters
7 Jurong Pk Road
Singapore 619159
Phone (65) 6264-6422, Fax (65) 6264-6455

Additional Standard Features

- Air Cleaner, Heavy Duty
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation
- Oil Drain and Coolant Drain with Hose Barb
- Oil Drain Extension (with enclosure models only)
- Operation and Installation Literature
- Rodent Guards
- Stainless Steel Fasteners on Enclosures

Available Options

Approvals and Listings

- ☐ CSA Approval
- ☐ UL2200 Listing

Enclosed Unit

- ☐ Sound Enclosure (with enclosed critical silencer)
- ☐ Weather Enclosure (with enclosed critical silencer)
- ☐ Stainless Steel Latches and Hinges

Open Unit

- ☐ Exhaust Silencer, Critical (kit: PA-352663)
- ☐ Flexible Exhaust Connector, Stainless Steel

Fuel System

- ☐ Flexible Fuel Lines
- ☐ Fuel Pressure Gauge
- ☐ Subbase Fuel Tanks

Controller

- ☐ Common Failure Relay
- ☐ Input/Output Module
- ☐ Manual Speed Adjust
- ☐ Remote Annunciator Panel
- ☐ Remote Emergency Stop
- ☐ Run Relay

Cooling System

- ☐ Block Heater (700 W, 110-120 V)
Recommended for ambient temperatures below 0°C (32°F).

Radiator Duct Flange

Electrical System

- ☐ Alternator Strip Heater
- ☐ Battery
- ☐ Battery Charger, Equalize/Float Type
- ☐ Battery Heater
- ☐ Electronic Governor
- ☐ Line Circuit Breaker (NEMA type 1 enclosure)
- ☐ Line Circuit Breaker with Shunt Trip (NEMA type 1 enclosure)

Miscellaneous

- ☐ Air Cleaner Restriction Indicator
- ☐ Engine Fluids Added
- ☐ Rated Power Factor Testing

Literature

- ☐ General Maintenance
- ☐ NFPA 110
- ☐ Overhaul
- ☐ Production

Warranty

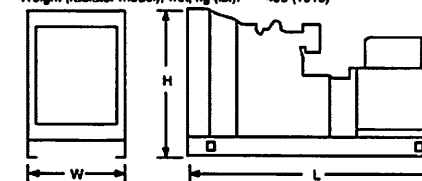
- ☐ 2-Year Basic Limited
- ☐ 5-Year Basic Limited
- ☐ 5-Year Comprehensive Limited

Other Options

- ☐
- ☐
- ☐
- ☐
- ☐

Dimensions and Weights

Overall Size, L x W x H, mm (in.):
Open Unit Skid: 1400 x 813 x 1107 (55.1 x 32.0 x 43.6)
Enclosure Skid: 1938 x 813 x 1174 (76.5 x 32.0 x 47.0)
Weight (radiator model), wet, kg (lb.): 458 (1010)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

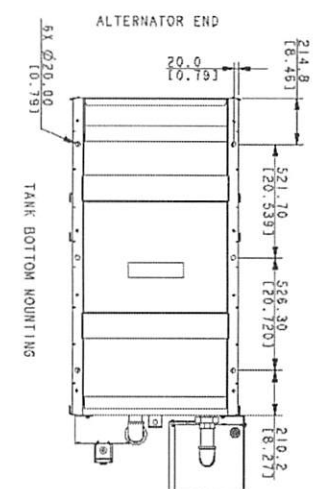
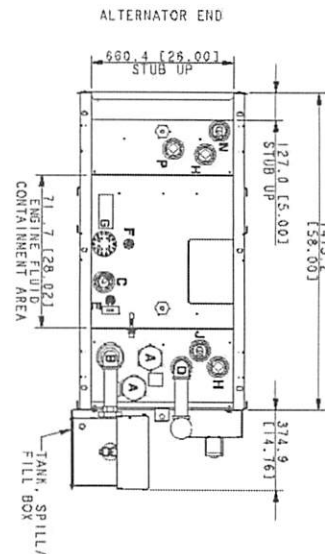
DISTRIBUTED BY:

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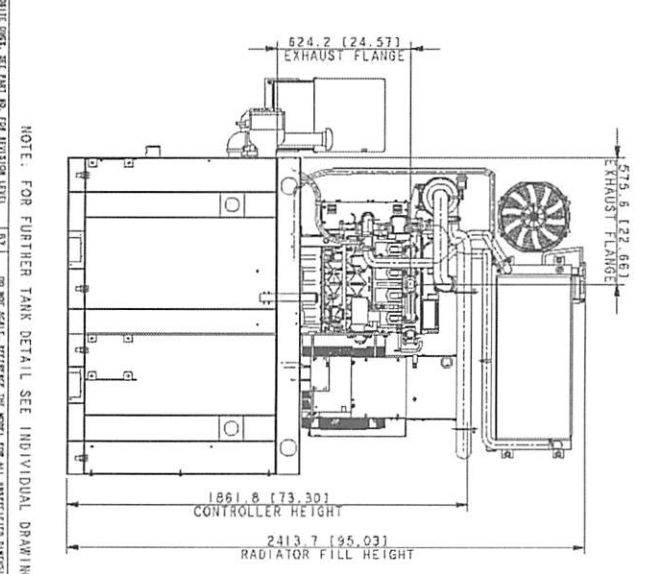
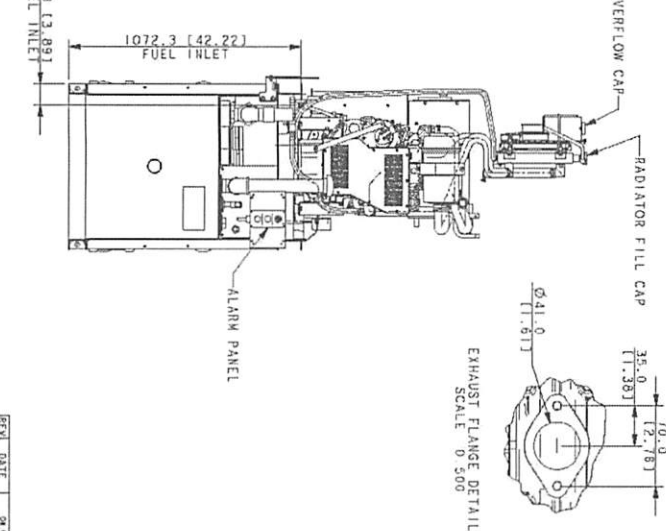
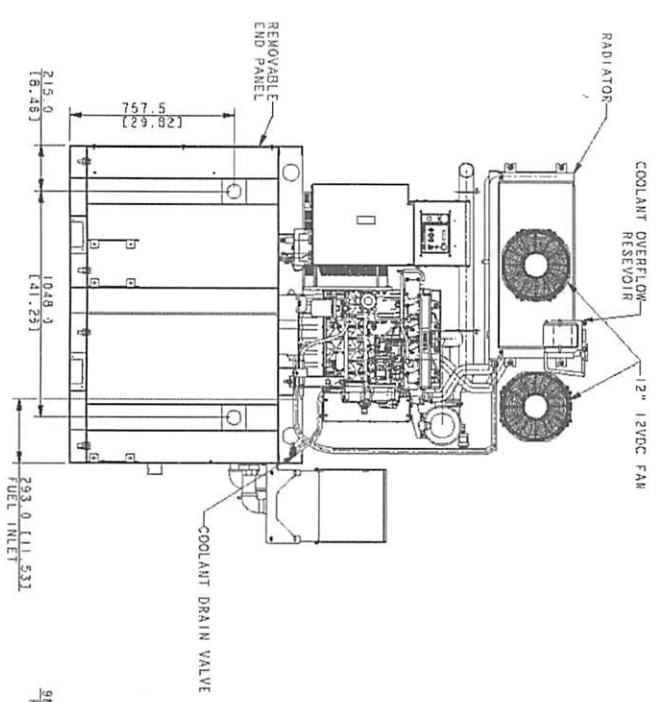


20KW KOHLER DIESEL
COMPACT SOUND ENCLOSEURE
W/ 105 GAL STATE TANK

ECN	DATE	OR PRINTED DATE SET AND NO FOR REVISION LEVEL	51
2-13-17		FOR DRAWING (C11) (244)	52
DIMENSION POINT, 20KX STATE TANK, ENCL			DIMENSION POINT, 20KX STATE TANK, ENCL
ADV-8003			ADV-8003
D			D



- TANK FITTINGS:**
- A. 3" NPT EMERGENCY VENT FITTING PER NFPA 30
 - B. 4" WITH VENT CAPS (COTY 21)
 - C. LOCKABLE FILL CAP AND 2" RISER
 - D. 2" NPT FUEL LEVEL SENDING UNIT
 - E. 1/2" NPT FUEL RETURN FITTING WITH MUSHROOM VENT
 - F. 1/2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - G. 1/2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - H. 2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - I. 2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - J. 2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - K. 2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - L. 2" NPT FUEL RETURN FITTING WITH CHECK VALVE
 - M. 2" NPT FUEL RETURN FITTING WITH CHECK VALVE
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COMPACT SOUND ENCLOSURE
W/ 105 GAL STATE TANK

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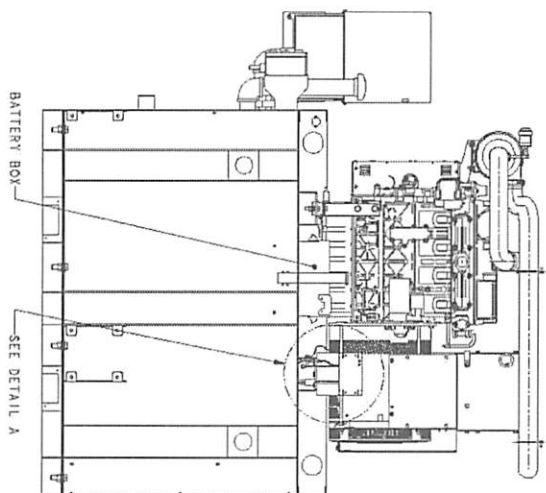
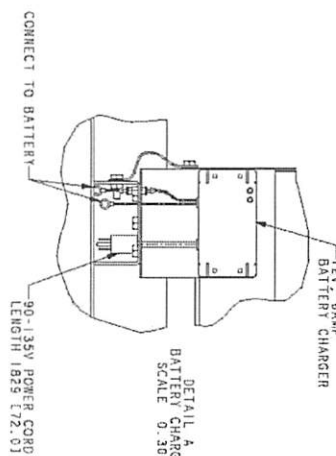
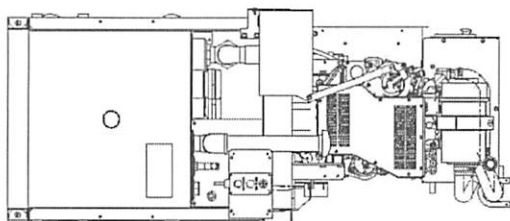
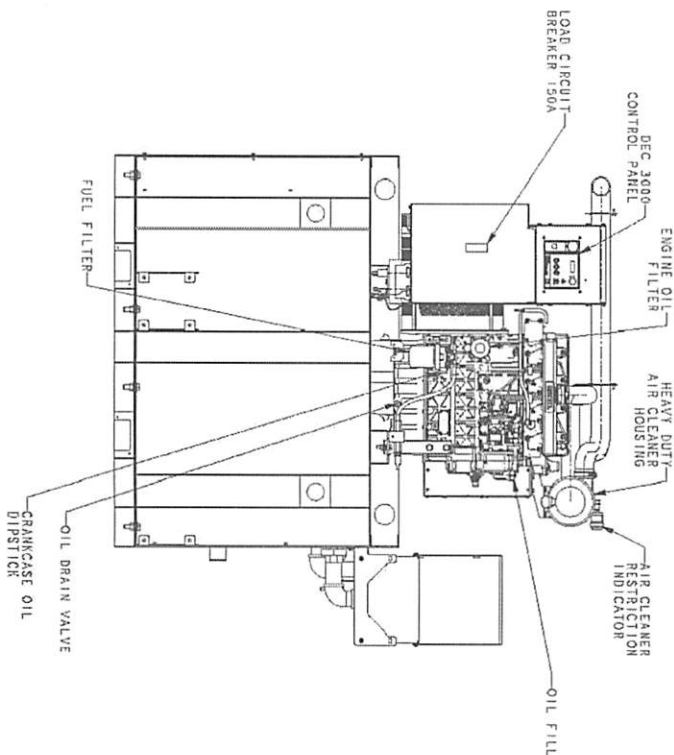
NOTE: FOR FURTHER TANK DETAIL SEE INDIVIDUAL DRAWINGS

ADV-8003

NOTE: THIS GENERATOR SET HAS FRONT ACCESSIBILITY TO ALL ROUTINELY SERVICED COMPONENTS INCLUDING:

1. AIR FILTER
2. OIL FILTER / FILL
3. FUEL FILTER
4. OIL DRAIN
5. COOLANT DRAIN

*COOLING SYSTEM NOT SHOWN THESE VIEWS



20KW KOHLER DIESEL
COMPACT SOUND ENCLOSURE
W/ 105 GAL STATE TANK

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ADV-8003

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December 2, 2019

Ms. Ashley Bordelon
Project Manager
NSB SE Region
High Performance Services, LLC
3001 Mills Street
Lafayette, Louisiana 70507

RE: Proposed 280' Self-Supporting Tower for Bluff Springs, FL

Dear Ms. Bordelon,

Upon receipt of order, we propose to design and supply the above referenced tower for a Basic Wind Speed of 141 mph with no ice and 30 mph with 1/2" radial ice, Structure Class II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-G, "Structural Standard for Antenna Supporting Structures and Antennas".

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

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

Therefore, the overall effect of such an extreme wind event would be localized buckling of a tower section. The tower would buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. ***Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Towers & Poles.*** This would result in collapse within a radius less than or equal to 99 feet.

Sincerely,

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



Market: ALMSLA
Cell Site Number: MRAI.M017377
Cell Site Name: Bluff Springs (FL)
Fixed Asset Number: 13798460

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Central Water Works Inc., a Florida non-profit corporation, having a mailing address of 1101 Byrneville Road, Century, FL, 32535 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, together with all rights and privileges arising in connection therewith, located at 1101 Byrneville Road, in the County of Escambia, State of Florida (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately ten thousand (10,000) square feet including the air space above such ground space, as described on attached Exhibit 1 (the "Premises"), for the placement of Tenant's Communication Facility.

(b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of [REDACTED] and No/100 Dollars (\$[REDACTED]) within sixty (60) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional [REDACTED] and No/100 Dollars (\$[REDACTED]) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate (as that term is hereinafter defined) of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise,

the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term (the "**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance ~~the amount of~~ and No/100 Dollars (\$) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by fifteen percent (15%) over the Rent paid during the previous five (5) year term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation, or 19 Casualty.

7. **INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on

the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to, interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord;

and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until

Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however,

will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: MRALM017377; Cell Site Name: Bluff Springs (FL)
Fixed Asset No: 13798460
575 Morosgo Dr.
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site#: MRALM017377 Cell Site Name: Bluff Springs (FL)
Fixed Asset No.: 13798460
208 S. Akard Street
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Central Water Works, Inc.
C/O its Registered Agent Randall K. Murph
1140 Byrneville Road

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of

each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration-Taxes
Re: Cell Site #:MRALM017377; Cell Site Name: Bluff Springs (FL)
Fixed Asset No: 13798460
575 Morosgo Dr.
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

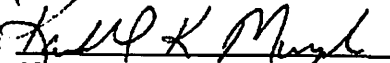
(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

Central Water Works, Inc.,
a Florida non-profit corporation

By: 

Print Name: Randall K. Murphy

Its: Director

Date: 12/7/2016

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: Brian Coleman

Its: Area Manager CTS

Date: 11/15/2016

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 5

to the Option and Lease Agreement dated _____, 2016, by and between Central Water Works, Inc., a Florida non-profit corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARENT TRACT (INSTRUMENT NUMBER 97-373837)

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 668.29 FEET TO AN IRON ROD AND CAP MARKED #3578 ON THE WEST RIGHT OF WAY LINE OF BYRNVILLE ROAD (COUNTY MAINTENANCE ROADWAY) AND POINT OF BEGINNING; THENCE CONTINUE NORTH 89 DEGREES 06 MINUTES 14 SECONDS WEST ALONG THE SAME COURSE FOR 797.88 FEET TO AN IRON ROD AND CAP MARKED #3578 BEING 132.00 FEET WEST OF THE SOUTHWEST CORNER OF THE SAID NORTHEAST 1/4 OF SAID SECTION 15; THENCE NORTH 00 DEGREES 08 MINUTES 55 SECONDS WEST AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 FOR 301.00 FEET TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 89 DEGREES 06 MINUTES 14 SECONDS EAST FOR 479.76 FEET TO AN IRON ROD AND CAP MARKED #3578 ON THE WEST RIGHT OF WAY LINE OF SAID ROAD; THENCE SOUTH 22 DEGREES 48 MINUTES 47 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 328.70 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 600.00 FEET TO THE CENTER LINE OF ASPHALT ROAD KNOWN AS BYRNEVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG SAID LINE A DISTANCE OF 217.00 FEET; THENCE RUN NORTHWESTERLY AND PARALLEL TO THE BYRNEVILLE ROAD A DISTANCE OF 218.73 FEET; THENCE RUN EASTERLY AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 217.00 FEET TO THE CENTER LINE OF THE BYRNEVILLE ROAD; THENCE RUN SOUTHEASTERLY ALONG THE CENTER LINE OF SAID BYRNEVILLE ROAD, A DISTANCE OF 218.73 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF PREMISES

Page 2 of 5

The Premises are described and/or depicted as follows:

LEASE AREA (AS SURVEYED)

A 0.23 ACRE AREA BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 97-373837 AS RECORDED IN THE OFFICIAL RECORDS FOR ESCAMBIA COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST IN SAID ESCAMBIA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" CAPPED REBAR FOUND MARKING THE SOUTHEAST CORNER OF SAID TRACT; THENCE RUN N 87°15'22" W ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 297.17 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE AND RUN N 02°44'38" E FOR A DISTANCE OF 2.22 FEET TO THE POINT OF BEGINNING; THENCE RUN N 21°02'23" W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN N 68°57'37" E FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 21°02'23" E FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 68°57'37" W FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED AREA TO CONTAIN 10,000.00 SQUARE FEET (0.23 ACRES), MORE OR LESS.

30' ACCESS & UTILITY EASEMENT "A" (AS SURVEYED)

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN INSTRUMENT NUMBER 97-373837 AS RECORDED IN THE OFFICIAL RECORDS FOR ESCAMBIA COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST IN SAID ESCAMBIA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" CAPPED REBAR FOUND MARKING THE SOUTHEAST CORNER OF SAID TRACT; THENCE RUN N 87°15'22" W ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 297.17 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE AND RUN N 02°44'38" E FOR A DISTANCE OF 2.22 FEET TO A POINT; THENCE RUN N 21°02'23" W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 21°02'23" E FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 68°57'37" W FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF AN INGRESS/EGRESS AND UTILITY EASEMENT BEING 30 FEET IN WIDTH AND LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN S 21°02'23" E FOR A DISTANCE OF 8.07 FEET TO A POINT; THENCE RUN S 87°15'22" E FOR A DISTANCE OF 55.11 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AS THE LESS AND EXCEPT TRACT AS DESCRIBED IN SAID INSTRUMENT, AND THE POINT OF ENDING. THE ABOVE DESCRIBED AREA TO CONTAIN 1892.08 SQUARE FEET (0.04 ACRES), MORE OR LESS.

DESCRIPTION OF PREMISES

Page 3 of 5

30' ACCESS & UTILITY EASEMENT "B" (AS SURVEYED)

AN EASEMENT BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS DESCRIBED AS THE LESS AND EXCEPT TRACT IN INSTRUMENT NUMBER 97-373837 AS RECORDED IN THE OFFICIAL RECORDS FOR ESCAMBIA COUNTY, FLORIDA, SITUATED IN THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST IN SAID ESCAMBIA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 5/8" CAPPED REBAR FOUND MARKING THE SOUTHEAST CORNER OF SAID TRACT; THENCE RUN N 87°15'22" W ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 297.17 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE AND RUN N 02°44'38" E FOR A DISTANCE OF 2.22 FEET TO A POINT; THENCE RUN N 21°02'23" W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 68°57'37" W FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE RUN S 21°02'23" E FOR A DISTANCE OF 50.00 FEET TO A POINT; THENCE RUN S 21°02'23" E FOR A DISTANCE OF 8.07 FEET TO A POINT; THENCE RUN S 87°15'22" E FOR A DISTANCE OF 55.11 FEET TO A POINT ON THE WEST LINE OF SAID TRACT OF LAND AS DESCRIBED AS THE LESS AND EXCEPT TRACT, THE POINT OF BEGINNING OF AN INGRESS/EGRESS AND UTILITY EASEMENT BEING 30 FEET IN WIDTH AND LYING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN S 87°15'22" E FOR A DISTANCE OF 116.13 FEET TO A POINT; THENCE RUN N 82°15'15" E FOR A DISTANCE OF 94.97 FEET TO A POINT IN THE CENTERLINE OF AN EXISTING 18' FOOT ASPHALT ROAD LYING IN THE RIGHT-OF-WAY OF BYRNESVILLE ROAD (A PUBLIC RIGHT-OF-WAY); AND THE POINT OF ENDING, THE ABOVE DESCRIBED AREA TO CONTAIN 6333.09 SQUARE FEET (0.15 ACRES), MORE OR LESS. LESS AND EXCEPT ANY AND ALL PUBLIC RIGHTS-OF-WAY OF BYRNESVILLE ROAD OVER AND ACROSS SAID DESCRIBED EASEMENT.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TITELMANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

Chicago Title Insurance Company,
Commitment for Title Insurance Commitment No. 6010493
Date September 19, 2016 @ 5:00 p.m.
Schedule B, Section II

WILLIAM H. SOMMERVILLE, III
FLORIDA LICENSE NO. 0006141

SURVEYOR'S CERTIFICATION
I CERTIFY TO HIGH PERFORMANCE SERVICES, LLC, NEW ORLEANS WRITLESS PCS, LLC, CHICAGO TITLE ASSURANCE COMPANY AND SHULTS & KERN, P.C.
I FURTHER CERTIFY THAT ALL PARTS OF THE SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

[illegible]

BMW Engineering Group
156 Business Center Drive
Birmingham, Alabama 35244
P.O. 205-252-6965
www.bmweng.com

RAWLAND TOWER SURVEY
HIGH PERFORMANCE SERVICES
111 EAST MAIN STREET
CAMERON, LA 70520

DATE	BY	REVISION	NO	DESCRIPTION
10/17/18	1	REVISED	1	FIELD DATA

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]



CENTRAL WATER WORKS, INC.
1101 Byrneville Road
Century, FL 32535
Phone (850) 256-3849 ~ Fax (850) 256-3802

December 7, 2016

Building Staff / Security Staff
Landlord, Lessee, Licensee
1101 Byrneville Road
Century, FL 32535

RE: Authorized Access Granted to AT&T

Dear Building and Security Staff:

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.


Landlord Signature

Central Water Works is an equal opportunity service provider and employer.

in Exhibit 1 annexed hereto.

AT&T Bluff Springs (FA# 13798460)

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

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

"LANDLORD"

Central Water Works, Inc.,
a Florida non-profit corporation

By: 
Print Name: Randall K. Murph

Its: Director

Date: 12/1/2016

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 
Print Name: Bryan Coleman

Its: Bryan Coleman CTE

Date: 11/15/2016

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Escambia

On the 7th day of December, 2016 before me, personally appeared Randall K. Murph, and acknowledged under oath that he is the Director of Central Water Works, Inc., the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

Lisa Fuller
Notary Public: Lisa Fuller
My Commission Expires: 10/4/2018

TENANT ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

On the 15th day of November, 2016, before me personally appeared Bryan Coleman, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Sonya Michelle Seale
Notary Public: Sonya Michelle Seale
My Commission Expires: 7-22-19

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 5

to the Memorandum of Lease dated _____, 2016, by and between Central Water Works, Inc., a Florida non-profit corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

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LESS AND EXCEPT:

BEGIN AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF NORTHEAST 1/4 A DISTANCE OF 600.00 FEET TO THE CENTER LINE OF ASPHALT ROAD KNOWN AS BYRNEVILLE ROAD TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG SAID LINE A DISTANCE OF 217.00 FEET; THENCE RUN NORTHWESTERLY AND PARALLEL TO THE BYRNEVILLE ROAD A DISTANCE OF 218.73 FEET; THENCE RUN EASTERLY AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 A DISTANCE OF 217.00 FEET TO THE CENTER LINE OF THE BYRNEVILLE ROAD; THENCE RUN SOUTHEASTERLY ALONG THE CENTER LINE OF SAID BYRNEVILLE ROAD, A DISTANCE OF 218.73 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF PREMISES

Page 2 of 5

The Premises are described and/or depicted as follows:

LEASE AREA (AS SURVEYED)

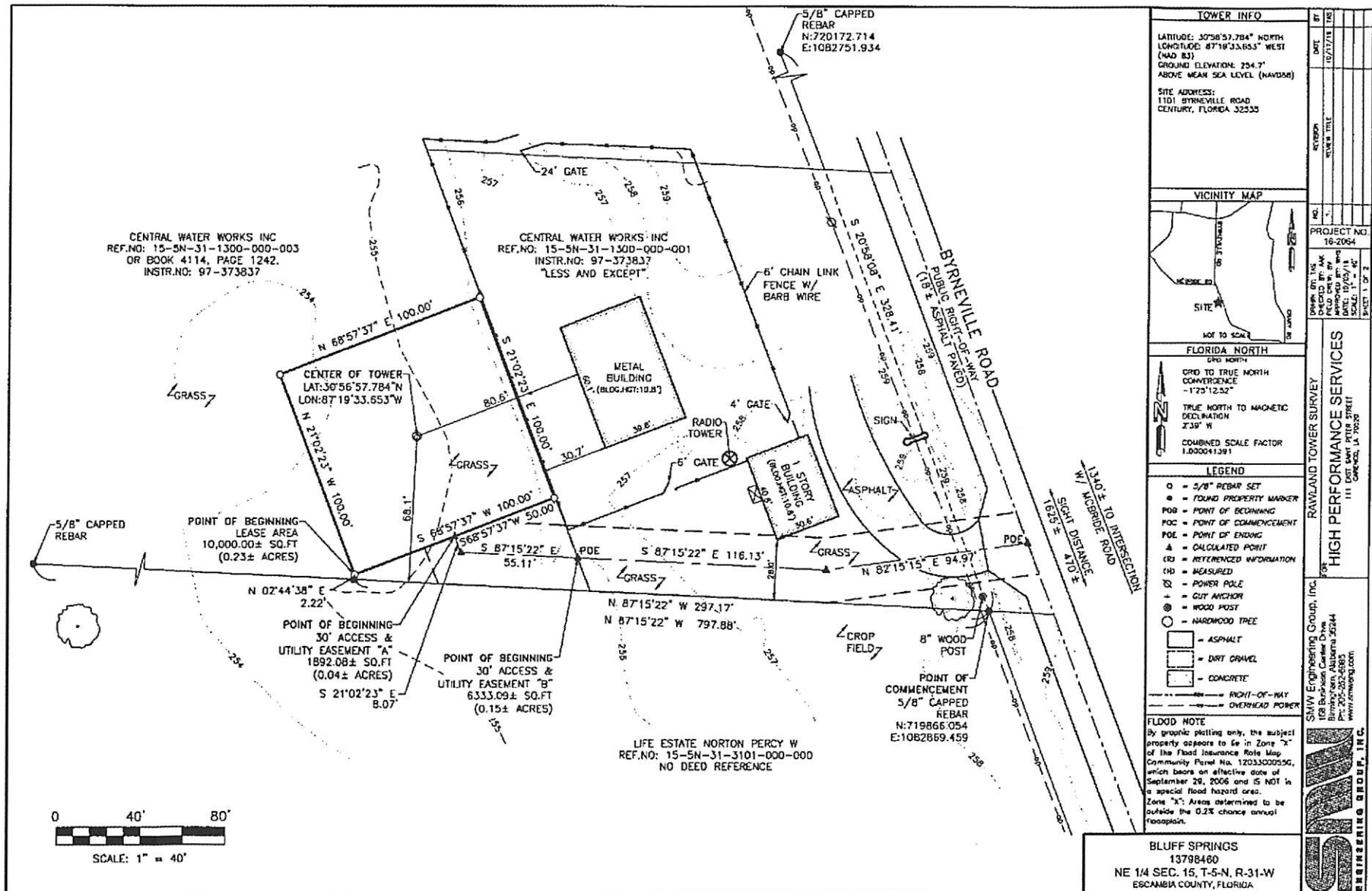
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30' ACCESS & UTILITY EASEMENT "A" (AS SURVEYED)

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TOWER INFO

LATITUDE: 30°58'57.784" NORTH
 LONGITUDE: 87°19'33.653" WEST
 (NAD 83)
 GROUND ELEVATION: 254.7'
 ABOVE MEAN SEA LEVEL (NAVD83)
 SITE ADDRESS:
 1101 BYRNEVILLE ROAD
 CENTURY, FLORIDA 32535

VICINITY MAP



FLORIDA NORTH

GRID NORTH
 GRID TO TRUE NORTH
 CONVERGENCE
 -1°25'12.52"
 TRUE NORTH TO MAGNETIC
 DECLINATION
 2°39' W
 COMBINED SCALE FACTOR
 1.000011391

LEGEND

- = 5/8" REBAR SET
- = FOUND PROPERTY MARKER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POE = POINT OF ENDING
- ▲ = CALCULATED POINT
- (R) = REFERENCED INFORMATION
- (M) = MEASURED
- ⊗ = POWER POLE
- + = CUT ANCHOR
- ⊙ = WOOD POST
- = HARDWOOD TREE
- ▭ = ASPHALT
- ▨ = DIRT GRAVEL
- ▩ = CONCRETE
- = RIGHT-OF-WAY
- = OVERHEAD POWER

FLOOD NOTE
 By graphic plotting only, the subject property appears to be in Zone "X" of the Flood Insurance Rate Map Community Panel No. 12033000556, which bears an effective date of September 29, 2006 and IS NOT in a special flood hazard area. Zone "X": Areas determined to be outside the 0.2% chance annual floodplain.

BLUFF SPRINGS
 13798480
 NE 1/4 SEC. 15, T-5-N, R-31-W
 ESCAMBIA COUNTY, FLORIDA

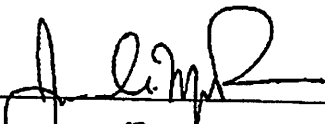
DATE	10/27/18	TITLE	
REVISION		REVISION	
PROJECT NO.	10-2054	DATE	10/25/18
SCALE	1" = 40'	SCALE	1" = 40'
<p>RAWLAND TOWER SURVEY</p> <p>SAWY ENGINEERING GROUP, INC.</p> <p>111 EAST SAWY STREET</p> <p>CANAL, LA 70020</p> <p>www.sawengr.com</p>			

**RESOLUTION OF THE BOARD OF DIRECTORS
OF CENTRAL WATER WORKS, INC.**

The following resolution was adopted at a meeting of the Board of Directors of **Central Water Works, Inc.**, a Florida non-profit corporation (the "Corporation") held on the 12th day of December, 2016 pursuant to notice in accordance with its Articles of Incorporation:

BE IT RESOLVED that Randall K. Murph, be and he is hereby authorized and empowered on behalf of the Corporation to execute an Option and Lease Agreement with New Cingular Wireless PCS, LLC, to construct and operate a communications facility located at 1101 Bryneville Road, in the County of Escambia, State of Florida (AT&T site: Bluff Springs;FA#13798460); that said representative is further authorized to execute said act on such terms and conditions, considerations and stipulations as the said representative shall deem necessary and proper, and to sign and deliver such other acts, instruments and documents which may be necessary and appropriate to carry out the purposes of this resolution.

The undersigned Secretary of the Corporation does certify that the above and foregoing is a true and correct copy of the resolution passed at a meeting of the Board of Directors of the Corporation, held on the 12th day of December, 2016, at which a quorum was present and voting and the above resolution was adopted, and that said resolution is in full force and effect, without revocation, amendment or change as of the date of this 12th day of December, 2016.



Name: James Moretz
Title: Secretary

Cell Site No.: MRALM017377
Cell Site Name: Bluff Springs (FL)
Fixed Asset No.: 13798460
Market: ALMSLA

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT ("Amendment"), dated as of the latter of the signature dates below (the "Effective Date"), is by and between Central Water Works Inc., a Florida non-profit corporation, having a mailing address of 1101 Byrneville Road, Century, FL 32535 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 (hereinafter referred to as "Tenant").

WHEREAS, Landlord and Tenant are parties to the certain Option and Lease Agreement dated December 7, 2016 (the "Agreement") regarding the installation, operation and maintenance of a wireless communications facility and other improvements on a portion of that certain real property located at 1101 Byrneville Road, in the County of Escambia, State of Florida, as more particularly described in the Agreement (the "Property"); and

WHEREAS, in consideration of the rent and covenants provided in the Agreement, Landlord granted to Tenant an Option to lease a portion of the Property, and Tenant accepted the Option pursuant to the terms therein; and

WHEREAS, the Option expired on December 6, 2018; and

WHEREAS, the parties desire to amend the Agreement and to extend the term of the Option and otherwise modify the Agreement as hereinafter detailed, and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Option Period.** Landlord and Tenant hereby amend the Agreement, effective as of Effective Date. If the Agreement has expired prior to the Effective Date, it is hereby reinstated, as if it had never expired. In consideration of the sum of ~~Five Hundred and No/100 Dollars (\$500.00)~~ to be paid by Tenant to Landlord within sixty (60) business days of the Effective Date, the Option Period set forth in Section 1 of the Agreement is hereby extended for an additional twelve (12) months. Tenant shall have the right to extend the Option Period for a further twelve (12) months, upon paying an additional ~~Five Hundred and No/100 Dollars (\$500.00)~~ prior to the expiration of the Option Period then in effect.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

LANDLORD:

Central Water Works, Inc.,
a Florida non-profit corporation

By: 

Print Name: Randall K. Murphy

Its: Director

Date: 1-7-2019

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 

Print Name: William H. Taylor

Its: AT&T Manager Network

Date: 1/2/19

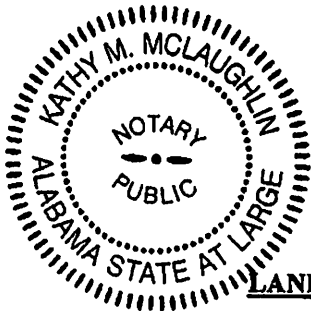
[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Alabama

COUNTY OF Jefferson

On the 2 day of January, 2019, before me personally appeared William H. Hite and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathy M. McLaughlin
Notary Public: Kathy M. McLaughlin
My Commission Expires: 10-26-2020

LANDLORD ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Escambia

On the 7th day of January, 2019, before me, personally appeared Randall K. Murph, who acknowledged under oath, that he is the Director of Central Water Works, Inc., the Landlord named in the attached instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Lisa W. Fuller
Notary Public: Lisa W. Fuller
My Commission Expires: 10/04/2022



LISA W. FULLER
Commission # GG 281691
Expires October 4, 2022
Bonded Thru Budget Notary Services

STATE OF NORTH CAROLINA

)

AFFIDAVIT OF JASON BAGWELL

Personally appeared before the undersigned attesting officer duly authorized to administer oaths, Jason Bagwell, who, after having first been duly sworn, states and deposes as follows:

1. My name is Jason Bagwell. I am over 21 years of age, a resident of the State of North Carolina, and make these statements freely based upon personal knowledge in conjunction with the zoning application filed by AT&T.

2. I am, and have been at all times relevant to the matter averred to herein, employed for BlueWave Deployment Services a company specializing in assisting wireless telecommunications companies identify, acquire or lease suitable property for telecommunications facilities. Part of this process includes obtaining applicable zoning and other relevant permits. After identifying a proposed site, I typically work with the jurisdiction's planning or zoning department and other officials to acquire the necessary governmental approvals to construct and operate the proposed telecommunications tower.

3. As a first step in the site acquisition process, BlueWave Deployment Services client, in this case AT&T, typically identifies a "search area" within which the client's Radio Frequency ("RF") engineers have identified the need for a site to provide additional coverage or additional capacity for the carrier's system.

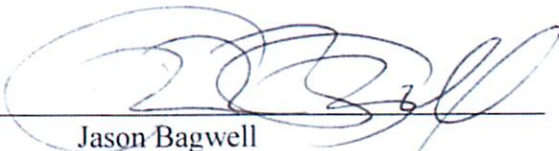
4. When tasked with searching for a new site, the first task is to search for existing towers or other similar structures upon which to place AT&T's antennas. There were no suitable sites available within thirty (30) days of filing this application.

5. In this case, through a computer search and through personal visits to the area, and in my professional opinion based upon my knowledge of industry standards, extensive experience in site acquisition in the wireless telecommunications industry, and my analysis of the acquired information, there are no existing towers or other suitable support structures located in this search area that can meet AT&T's engineering requirements.

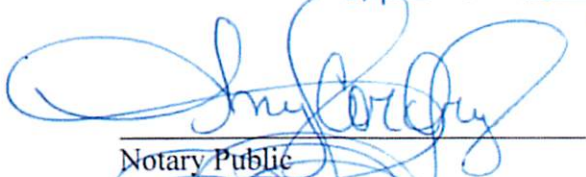
6. Since there were no other suitable existing towers or other support structures, BlueWave Deployment Services was then forced to focus on identifying potential sites for a new facility.

FURTHER AFFIANT SAYETH NOT.

This 24 day of July 2019.


Jason Bagwell

Sworn to and subscribed
before me this the 24th day of July 2019.


Notary Public

My Commission Expires: 4/23/2023

(Seal)



STATE OF NORTH CAROLINA

WAKE COUNTY

AFFIDAVIT OF JASON BAGWELL

Personally appeared before the undersigned attesting officer duly authorized to administer oaths, Jason Bagwell, who, after having first been duly sworn, states and deposes as follows:

1. My name is Jason Bagwell. I am over 21 years of age, a resident of the State of North Carolina, and make these statements freely based upon personal knowledge in conjunction with the zoning application filed by AT&T.

2. I am, and have been at all times relevant to the matter averred to herein, employed for BlueWave Deployment Services a company specializing in assisting wireless telecommunications companies identify, acquire or lease suitable property for telecommunications facilities. Part of this process includes obtaining applicable zoning and other relevant permits. After identifying a proposed site, I typically work with the jurisdiction's planning or zoning department and other officials to acquire the necessary governmental approvals to construct and operate the proposed telecommunications tower.

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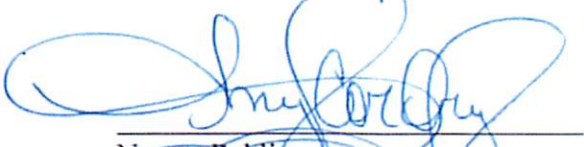
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FURTHER AFFIANT SAYETH NOT.

This 24 day of July 2019.


Jason Bagwell

Sworn to and subscribed
before me this the 24th day of July 2019.


Notary Public

My Commission Expires: 4/23/2023

(Seal)





DEVELOPMENT SERVICES ADMINISTRATIVE APPEAL WORKSHEET

Board of Adjustment

6. C.

Meeting Date: 03/18/2020

I. SUBMISSION DATA:

APPLICANT: William J. Dunaway, Agent for Seafarer Condominium Association

DATE OF ADMINISTRATIVE DECISION: Feb. 5, 2020

DATE OF APPEAL APPLICATION: Feb. 20, 2020

PROJECT ADDRESS: 16477 Perdido Key Drive

PROPERTY REFERENCE NO.: 06-4S-32-1000-000-030

ZONING DISTRICT: HDR-PK

FUTURE LAND USE: MU-PK

III. REQUESTED APPEAL::

The Applicant is appealing the issuance of Development Order 2001116PSP for Escambia County's Perdido Key Beach Access #4 Improvements.

III. RELEVANT APPEAL AUTHORITY:

**Land Development Code of Escambia County, Florida (Ordinance 96-3 as amended),
Section: 2.04.00 & 2.04.01**

Sections 2.04.00, Appeal of Administrative Decisions and 2.04.01, Procedures for the Appeal of Administrative Decisions of the Escambia County Land Development Code (Ordinance No. 96-3 as amended), provide the relevant authority for the BOA's review of administrative decisions.

A. The BOA is authorized to hear and to rule upon any appeal made by those persons aggrieved by administration of this Code. An administrative decision, or staff interpretation, shall not be reversed, altered, or modified by the BOA unless it finds that:

1. A written application for the appeal was submitted within 15 days of the administrative decision or action indicating the section of this Code under which said appeal applies together with a statement of the grounds on which the appeal is based; and

2. That the person filing said appeal has established that the decision or action of the administrative official was arbitrary and capricious; or

3. An aggrieved party who files an appeal of a decision of the DRC approving or approving with conditions a development plan application, must show, by competent substantial evidence that:

(i) The decision of the DRC is not in compliance with the Comprehensive Plan or the Land Development Code;

(ii) Their property will suffer an adverse impact as a result of the development approval decision;

(iii) The adverse impact must be to a specific interest protected or furthered by the Comprehensive Plan or the Land Development Code; and

(iv) It must be greater in degree than any adverse impact shared by the community at large.

4. In the event the owner, developer, or applicant is aggrieved or adversely affected by a denial of a development plan application or the imposition of conditions, the owner, developer or applicant filing the appeal must show, by competent substantial evidence, that the denial of the development plan or the imposition of conditions is neither required nor supported by the Comprehensive Plan or the Land Development Code or the application of technical design standards and specifications adopted by reference in the Code, or Concurrency Management Procedures and is, therefore, arbitrary and capricious.

IV. BACKGROUND INFORMATION

In October of 2018 the Escambia County Board of County Commissioners directed staff to develop public access on this 4.67± acre site.

At their Nov. 14, 2018 meeting, the Board of Adjustment (BOA) approved a Conditional Use request by the County (CU-2018-18) to construct a public beach access point at the site as required by the HDR-PK zoning designation.

That Conditional Use approval has been appealed and is currently before the Circuit Court.

On Feb. 5, 2020 the Development Review Committee (DRC) approved Development Order (DO) 2001116PSP for Escambia County's Perdido Key Beach Access #4 Improvements.

On Feb. 20, 2020 this appeal was filed, meeting the deadline requirement.

Attachments

Motion to Continue

**ESCAMBIA COUNTY BOARD OF ADJUSTMENT
ESCAMBIA COUNTY FLORIDA**

Seafarer's Owners Association, Inc.,
Petitioner

v.

Escambia County, Florida

In re: Case No. 2020-02-20
DRC #2001116PSP; 16477 Perdido Key Drive

**NOTICE OF HEARING CONFLICT AND
REQUEST FOR CONTINUANCE**

This matter is currently scheduled for hearing on March 18, 2020 on the Petitioner's Appeal per Section 2-6.10 of the Escambia County Land Development Code. On behalf of Seafarer Condominium Association, Inc. ("Seafarer"), the undersigned attorney requests that the matter be continued until the Board of Adjustment's next available date or as soon thereafter as it may be heard. In support of this request, Seafarer states:

1. On February 20, 2020, Seafarer filed an appeal of the determination by the Escambia County Development Review Committee in matter No. DRC #2001116PSP.
2. The appeal is set for hearing on March 18, 2020.
3. An unavoidable scheduling conflict has arisen, and on March 18, 2020, counsel for Seafarer will be traveling out-of-town and is, therefore, unavailable to attend the scheduled hearing.

4. Neither party will be unduly prejudiced by the requested continuance. However, Seafarer will be prejudiced if forced to proceed without representation by counsel.
5. The undersigned has conferred with County staff and was advised to file a request for continuance.
6. The Board of Adjustment may grant continuances upon a showing of good cause or at its discretion.
7. The request is made in good faith and not solely for the purpose of delay.

Respectfully submitted to:

Ms. Kayla Meador, Clerk to the Escambia County Board of Adjustment,
krmeador@myescambia.com;

Mr. Andrew Holmer, Division Manager, Development Services Department,
adholmer@myescambia.com; and

Ms. Kristin Hual, Esq., Senior Assistant County Attorney, Attorney to the
Escambia County Board of Adjustment, kdhual@myescambia.com.

This 10th day of March, 2020.

/s/ William J. Dunaway
William J. Dunaway, Esq.
Florida Bar No. 021620
Clark Partington, Attorneys at Law
125 E. Intendencia Street, 4th Floor
Pensacola, Florida 32502
Office: (850) 434-9200 | Fax: (850) 432-7340
wdunaway@clarkpartington.com
bsponburgh@clarkpartington.com
Attorney for Seafarer Condo Association, Inc.