



Cabarrus County Government

Cabarrus County Planning and Zoning Commission Meeting

March 11, 2014

7:00 P.M.

Board of Commissioners Meeting Room
Cabarrus County Governmental Center

Agenda

1. Roll Call
2. Approval December 2013 Minutes
3. Approval of Findings of Fact for PLVR2013-00001, Applicant – Greathorn Properties Inc. - Request for Vested Rights for Riverbend Subdivision
4. New Business – Planning Board of Adjustment:

Petition CUSE2014-00001 – Applicant - Verizon Wireless – Request for Conditional Use Permit for Wireless Telecommunications Tower, located at 8549 Quay Road (PIN#: 4589-71-2893).

5. New Business – Planning Board Function:
 - A. Cabarrus County Zoning Ordinance
Proposed Text Changes – Chapter 7
6. Training - Board of Adjustment
7. Directors Report
8. Legal Update



Cabarrus County Government - Planning and Development

Planning and Zoning Commission Minutes

March 11, 2014

Mr. Larry Ensley, Chair, called the meeting to order at 7:07 p.m. Members present were Ms. Mary Blakeney, Mr. Eugene Divine, Mr. Ted Kluttz, Mr. James Litaker, Mr. Chris Pinto, Mr. Richard Price, Mr. Jonathan Rett and Mr. Aaron Ritchie. Attending from the Planning and Zoning Division were, Ms. Susie Morris, Planning and Zoning Manager, Ms. Colleen Nelson, Sr. Planner, Ms. Arlena Roberts, Clerk to the Board and Mr. Richard Koch, County Attorney.

Roll Call

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

Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Mr. Ted Kluttz to **APPROVE** the December 10, 2013, minutes. The vote was unanimous.

Approval of Findings of Fact for Petition PLVR2013-00001 – Vested Rights for Riverbend Subdivision.

Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Ms. Mary Blakeney to **APPROVE** the Findings of Fact for Petition PLVR2013-00001 – Vested Rights for Riverbend Subdivision. The vote was unanimous.

New Business –Planning Board of Adjustment:

The Chair introduced Petition CUSE2014-00001 – Applicant- Verizon Wireless. Request for a Conditional Use Permit for a Wireless Telecommunications Tower located at 8549 Quay Road (PIN#:4589-71-2893).

The Chair swore in Ms. Colleen Nelson, Mr. Keith J. Merritt, Ms. Chris Kinchen, and Mr. Bill Amann.

Ms. Colleen Nelson, Senior Planner, addressed the board presenting Petition CUSE2014 - 00001, Conditional Use Permit for a telecommunications tower located at 8549 Quay Road. The applicant is Verizon Wireless.

She said the petition is for an 80 foot monopole style wireless communications facility to be located on a 3600 square foot portion of leased property at 8459 Quay Road. The total height of the tower will be 89 feet with a lightning rod on top. The entire property is comprised of +/- 7.78 acres located in Cabarrus County with an additional 8.8 acres +/- in Mecklenburg County. The owner of the property is Davidland LLC. The parcel number

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is 4589-71-2893 and is currently zoned Limited Industrial (LI) and is vacant. The property is located on a parcel south of Concord Mills Mall and directly west of Interstate 85. The property is surrounded by Limited Industrial zoning to the north and east; south and west of the property the zoning is Limited Industrial (LI) and Charlotte Mecklenburg R-3 (Single Family Residential), and Charlotte-Mecklenburg CC (Commercial Center).

Agency Comments:

The current plan shows approximately .19 acres of disturbed area. Because this is less than one acre, storm water and erosion control plans are not required.

The staff report states that the driveway permit will be required by NCDOT. An email dated March 6, 2014, from Leah Wagner, NCDOT, stated that a driveway permit will not be required because the applicant will be utilizing an existing drive.

The utility review by the City of Concord concluded that the proposed tower will not require city utilities at this time. However, if utilities are necessary in the future, the City requests re-review of the site based upon the applicable annexation agreements.

Review by Mecklenburg County stated that there were no objections to the proposed tower.

Review by City of Concord determined that the subject property is located in an area designated as commercial in the City of Concord 2015 Land Use Plan. This designation does not preclude the development of cell towers at this location.

The proposed tower is located in the Concord Airport Overlay District and the applicant has obtained the proper paper work from the FAA and will be required to file Form 7460-2 Part II per FAA requirements.

The applicant has submitted all documentation required by Chapter 8 of the Cabarrus County Zoning Ordinance. The project is located within the Western Area Plan. This area plan was co-adopted by the City of Concord and Cabarrus County and the subject property is designated as future employment.

Ms. Nelson said an added note to be made in reference to the materials that staff provided, is a fall zone letter included with the staff report. The engineer signed and sealed document, states that the tower was designed in such a way to reduce the fall zone to 50 feet. It was noted by the applicant that the submitted plans reflected a larger fall radius of 139 feet and the applicants will be required to submit corrected signed and sealed drawings to the Planning and Development Department within 15 days of the Conditional Use Permit approval.

Should the Board of Adjustment grant approval to this Conditional Use Permit, staff request the following conditions become part of the approval and case record:

Planning and Zoning Commission Minutes

March 11, 2014

1. Site plan review and approval required subsequent to Board of Adjustment approval to ensure compliance with applicable development requirements and conditions.
2. Granting Order, stating restrictions and applicable conditions of approval shall be recorded with the deed for the property.
3. Applicant shall procure any and all applicable federal, state, and local permits prior to zoning permitting.
4. Expansion of property, as well as modifications or changes to approved site plan, must receive Board of Adjustment approval in the form of an amendment to the Conditional Use Permit.
5. Applicant shall provide copies of all state, local, and federal permits for the permanent project file prior to zoning permitting.
6. Applicant must provide an engineer sealed letter stating that the project meets FCC regulations.
7. Applicant is proposing that existing landscaping be used to meet buffer requirements. In the event the buffer does not meet the intent of the ordinance, or qualify for a waiver, applicant agrees to install buffer as required by the Ordinance.
8. Applicant must file a Form 7460-2, Part II per FAA requirements due to the proximity to Concord Regional Airport.
9. Applicant must provide signed and sealed drawings to the Planning and Development Department reflecting the fall zone as 50 feet. These documents are to be presented to Planning and Zoning within 15 days of the Conditional Use Permit approval.

Ms. Nelson said the owners, the agent and the applicant are all present tonight if there are any questions.

The Chair asked if the last condition stated was on the staff report.

Ms. Nelson said that was an addition to the conditions of approval. She said the fall zone was included in the documents in the staff report and striking of the NCDOT driveway permit per the email from NCDOT.

Mr. Keith Merritt, Attorney, 201 South College Street, Charlotte, NC, addressed the Board. He said the staff presentation covered everything, along with the materials that were provided to the Board.

Planning and Zoning Commission Minutes

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He said Chris Kinchen, of Faulk and Foster, the company that is acquiring the sites for Verizon, Bill Amann, Site Acquisition and Mr. Mark Silvermon, representing David Ellis the owner of the property; are here tonight to answer any questions the Board may have.

The Chair said if they were asking for a waiver for the buffering.

Mr. Merritt said with respect, there is a sufficient existing buffer in there, in our opinion, and is something that will be dealt with in the zoning process. He said if zoning states that there is buffering required then it will be done through that process.

There being no further discussion, Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Ms. Mary Blakeney, to **Approve** Petition CUSE2013-00001 – Conditional Use Permit for Wireless Telecommunications Tower with the 9 conditions recommended by staff. The vote was unanimous.

Mr. Richard Koch, County Attorney, suggests that in this case, the Findings of Fact that are contained in the Conditional Use Application be used rather than having a separate set. He thinks they are comprehensive enough for consideration. They are under the General Requirements in the Application.

Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Mr. Larry Ensley to **APPROVE** the Findings of Fact listed in the Conditional Use Application. The vote was unanimous. (See attached Finding of Fact)

New Business – Planning Board Function:

Cabarrus County Zoning Ordinance – Proposed Text changes to Chapter 7.

Ms. Susie Morris, Planning Manager, addressed the Board stating that this is basically some housekeeping. In the Multifamily Residential as well as the Townhome section, the APFO (Adequate Public Facilities Ordinance) language is still there and we need to remove that language since it is no longer applicable.

There being no further discussion, Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Mr. Ted Kluttz to recommend **APPROVAL** of the Proposed Text Amendment to the Board of Commissioners. The vote was unanimous.

Director Report

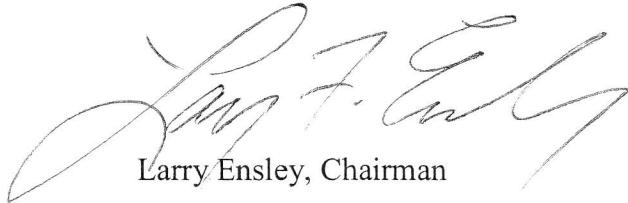
Due to technical difficulties, the training presentation on the Legislative changes affecting the Board of Adjustment will be presented at the next Planning and Zoning Commission meeting.

No Legal Updates

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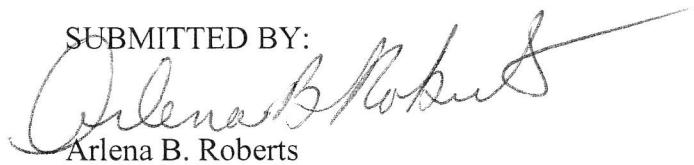
There being no further discussion Mr. Aaron Ritchie, **MOTIONED, SECONDED** by Ms. Mary Blakeney to **ADJOURN** the meeting. The vote was unanimous. The meeting ended at 7:45 p.m.

APPROVED BY:



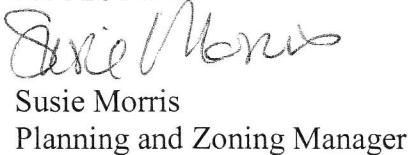
Larry Ensley, Chairman

SUBMITTED BY:



Arlena B. Roberts

ATTEST BY:



Susie Morris
Planning and Zoning Manager

Conditional Use Permit Application
Verizon Wireless.
CUSE 2014-00001

FINDINGS OF FACT

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

There is no detrimental health and safety impact from this project. Quality wireless communication is an essential part of the community's infrastructure and, in fact, provides a crucial service in the event of a health or safety emergency as well as contributing to the general welfare by supporting business and personal communication.

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

The site does not require public transportation, water or waste disposal service and is unlikely to need police or fire protection. The improvement in wireless service will enhance police and fire protection for others because immediate calls from the scene facilitate quicker response time and better response coordination.

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

The zoning is LI-Limited Industrial. The predominant uses that give this area its character are the Concord Mills Mall and associated development and the Interstate 85 corridor. The proposed 80' monopole is consistent with this character and will not adversely affect surrounding uses. This site replaces a previous tower site on the parcel.

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

The proposed use is consistent with the predominantly commercial development of the surrounding area and the LI Limited Industrial zoning designation. Maintaining a high quality wireless communications infrastructure is essential to support this development and the heavy usage that accompanies it. This site replaces a previous tower site on the parcel.

PLANNING STAFF REPORT
CABARRUS COUNTY PLANNING AND ZONING COMMISSION
03/10/2014

Staff Use Report
Approved
Denied
Rejected

Conditional Use Permit: CUSE2014-00001

Agent Information:	Keith Merritt Hamilton Stephens Steele & Martin 201 S. College Street, Suite 2020 Charlotte, NC 28244
Applicant Information:	Chris Kinchen Faulk & Foster, Inc C/O Verizon Wireless 8921 Research Drive Charlotte, NC 28262
Owner Information:	Davidland LLC 6707-C Fairview Rd. Charlotte, NC 28210
PIN#:	4589-71-2893
Area in Acres:	Lease area is 60'x60' (3,600 square feet) and the parcel is +/- 4.78 acres located in Cabarrus County, with an additional +/- 8.8 acres located in Mecklenburg County.
Purpose of Request:	Proposed 80 ft. monopole style wireless telecommunications tower facility to be located at 8549 Quay Road. (89' total with lightning rod)
Site Description:	The project is proposed on a parcel south of Concord Mills Mall, and directly west of Interstate 85. The part of the parcel located in Cabarrus County is approximately 4.78 acres and is vacant and wooded.
Current Land Uses:	Vacant and wooded
Adjacent Land Uses:	Residential and Commercial
Permitted Uses:	All uses in the Limited Industrial zoning district are permitted on the subject property.
Existing Zoning:	LI (Limited Industrial)
Surrounding Zoning:	North: Limited Industrial East: Limited Industrial

PLANNING STAFF REPORT
CABARRUS COUNTY PLANNING AND ZONING COMMISSION
03/10/2014

South: Limited Industrial, Charlotte-Mecklenburg R-3 (Single Family Residential), Charlotte-Mecklenburg CC (Commercial Center)

West: Limited Industrial, Charlotte-Mecklenburg R-3 (Single Family Residential), Charlotte-Mecklenburg CC (Commercial Center)

Signs Posted: 2/26/2014

Newspaper Notification: 2/26/2014

Newspaper Notification 2: 3/5/2014

Notification Letters: 2/26/2014

Exhibits

1. *Conditional Use Permit Application Form*
2. *Aerial Map*
3. *Zoning Map*
4. *Western Area Land Use Map*
5. *Current Tower Location Map*
6. *List of Adjacent Property Owners*
7. *Adjacent Property Owner Letter*
8. *Letter of no objection from City of Concord*
9. *Site Survey*
10. *Site Plan*
11. *Shelter Elevation*
12. *Fence Detail*
13. *Signage Detail*
14. *Tower Elevation*
15. *Landscaping Plan*
16. *Statement of Collocation Capacity*
17. *Statement of FCC Compliance*
18. *FAA determination of no hazard to Air Navigation*
19. *Letter of suitability of existing tower, structures, or alternative technology*
20. *List of existing Verizon Wireless Sites in Cabarrus County*
21. *Letter of Structural Integrity*
22. *Deed and Lease agreement*
23. *City of Concord 2015 Land Use Map*

Agency Review Comments

Schools Review : Approved

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

EMS Review : Approved

No comments

Stormwater Review : Approved

Stormwater permits will be required if the project includes a total disturbed area of more than one acre. The current plan shows approximately .19 acres of disturbed area, including the area within the 60'x60' proposed lease area, and the proposed access road.

Utility Review : Approved

The cell tower will not require city utilities; therefore, there are no objections or comments regarding the development. If, however, utilities are necessary, the City requests re-review based upon the applicable annexation agreements. (Kevin Ashley, city of Concord) see exhibit 8.

Sheriff Review : Approved

No comments

Soil-Water Conservation Review : Approved

No comments

Erosion Review : Approved

If the disturbed area is under an acre, a sediment and erosion control plan approval is not required.

NCDOT Review : Approved

Driveway permit will be required

Zoning Review : Approved

No comments

Fire Review : Approved

No comments

Charlotte-Mecklenburg Review: Approved (Ron Jones, Zoning Plans Reviewer)

Response from Charlotte included a summary of Charlotte's cell tower regulations and a statement that their regulations can only govern cell towers in Charlotte's jurisdiction. There was no objection to this proposed tower.

Concord Review: Approved (David Whitley, City of Concord GIS Manager)

City of Concord had no objection to the location or height of the tower, but states that the applicant will be required to file an FAA File 7640, and be sure that the tower has proper lighting.

History / Other Information

1. Proposed tower is located in the Concord Airport Overlay. Applicant obtained proper paperwork from the FAA, and will be required to file a Form 7460-2, Part II per FAA requirements.
2. Applicant submitted documentation as required by Chapter 8 of the Cabarrus County Zoning Ordinance
3. Proposed project is located within the Western Area Plan area. This area plan was co-adopted by the City of Concord and Cabarrus County. The Western Area Plan designates the property as Future Employment.
4. The subject property is designated as Commercial in the City of Concord 2015 Land use Plan. This designation does not preclude the development of a cell tower at that location.

Conditions of Approval

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

Colleen Nelson

From: Wagner, Leah P <lwagner@ncdot.gov>
Sent: Thursday, March 06, 2014 9:39 AM
To: Colleen Nelson
Subject: RE: Cell tower application

Colleen,

It appears that the applicant will be utilizing an existing drive which is at the end of the road; therefore, no permit will be required from NCDOT.

Leah P. Wagner
Field Services Engineer
Division 10 District 1
615 Concord Road
Albemarle, NC 28001
704-982-0104



From: Colleen Nelson [mailto:CANelson@cabarruscounty.us]
Sent: Thursday, February 27, 2014 10:06 AM
To: Wagner, Leah P
Subject: Cell tower application

Leah,

I hate to be a bother, but I'm putting the notes and staff report together for a cell tower request for Quay Rd. I sent the packet a bit ago, but was wondering if they would be required to get a driveway permit extension, or if there are any other notes for this. I've attached the plans that I had sent. A response as soon as you can would be appreciated.

Thank you for your time.

Colleen A. Nelson, AICP
Senior Planner
Cabarrus County Planning & Development
704-920-2149

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CONDITIONAL USE PERMIT APPLICATION

Staff Review

Planning and Zoning
Division
Cabarrus County
North Carolina



Instructions

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

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

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

Process Summary:

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

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

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

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

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

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

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

Applicant's Name
Verizon Wireless
Applicant's Address
8921 Research Drive
Charlotte, NC 28262
Applicant's Telephone Number
704-510-8610

Property Owner's Name
DavidLand LLC

Property Owner's Address
6707-C Fairview Drive
Charlotte, NC 28210

Property Owner's Telephone Number
704-362-0400

Parcel Information

Existing Use of Property	<u>Vacant w/ existing billboard</u>
Proposed Use of Property	<u>Telecommunication tower facility and related to be located at site</u>
Existing Zoning	<u>LI - Limited Industrial</u>
Property Location	<u>Quay Road near Hwy 85</u>
Property Acreage	<u>5.8 acres</u> <u>4589-71-</u> <u>2893</u>
Parcel Number (PIN)	

Land Use of Adjacent Properties

NORTH LI _____ SOUTH R-3 _____
EAST LI _____ WEST LI _____

General Requirements

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

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

There is no detrimental health and safety impact from this project. Quality wireless communication is an essential part of the community's infrastructure and, in fact, provides a crucial service in the event of a health or safety emergency as well as contributing to the general welfare by supporting business and personal communication.

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

The site does not require public transportation, water or waste disposal service and is unlikely to need police or fire protection. The improvement in wireless service will enhance police and fire protection for others because immediate calls from the scene facilitate quicker response time and better response coordination.

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

The zoning is LI-Limited Industrial. The predominant uses that give this area its character are the Concord Mills Mall and associated development and the Interstate 85 corridor. The proposed 80' monopole is consistent with this character and will not adversely affect surrounding uses. This site replaces a previous tower site on the parcel.

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

The proposed use is consistent with the predominantly commercial development of the surrounding area and the LI Limited Industrial zoning designation. Maintaining a high quality wireless communications infrastructure is essential to support this development and the heavy usage that accompanies it. This site replaces a previous tower site on the parcel.

Specific Requirements

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

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

Wireless telecommunications tower (monopole) as regulated by Chapter 8.36. The proposed site replaces a previous tower on the property.

Accessory uses (if any):

An associated equipment shelter and emergency backup generator will be placed within the fenced compound.

Setback provisions:

Principle Use

Front: 50' Side yard Single: 10' Side yard Total: 30' Rear: 20'
The site meets these setbacks as well as the separation requirements in Chapter 8.36, Section 13, Table 1.

Accessory Use

Front: _____ Side yard Single: _____ Side yard Total: _____ Rear: _____
Same as for principal use.

Height provisions: Principle Use: N/A Accessory Use: N/A
Per Section 6-14, Exception #2, towers are exempted from height limitations subject to the requirements of the Airspace Overlay District (with which this site complies).
Off street parking and loading provisions: (include calculations)

There are no specific parking or loading requirements for a wireless communications tower facility. The site is not staffed or open to the public. A parking and turnaround area is provided for the occasional technician visit.
Sign provisions: (include sketch drawing with dimensions)

No commercial signage is proposed. Informational placards will be posted on site as required but will not be visible to the general public because of surrounding tree cover.

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

Verizon Wireless requests that any landscaping and buffering requirements be waived because existing tree cover and vegetation exceeds requirements and screens the base of the facility from view.
Provisions for vehicular circulation and access to streets: (provide NCDOT permit and/or TIA)

Site access will use an existing driveway.

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

None proposed as site is not expected to generate significant storm water runoff, erosion or dust. Appropriate sediment control measures will be observed during construction.

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

Not applicable. This area consists of undeveloped heavily wooded property adjacent to busy commercial development with little residential development.

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

At the proposed height, this site will comply with the Airport Overlay District. There are no other overlay zones that apply.

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

The proposed site is not in a floodplain or special flood hazard area.

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

Approval of this site will maintain the wireless infrastructure necessary for the protection of the public health, safety, welfare and convenience. The degradation of service that would result from not keeping up with demand would inconvenience individuals, poorly serve the residents, visitors and businesses in the community, and undermine public health and safety in cases where emergency calls are affected.

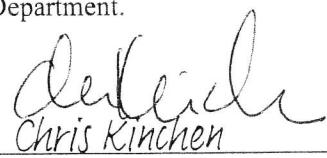
Predefined Standards

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

Certification

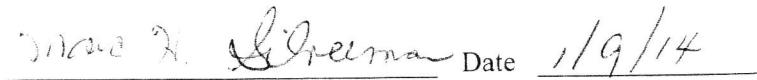
I hereby confirm that the information contained herein and herewith is true and correct and that this application shall not be scheduled for official consideration until all of the required contents have been submitted to the Commerce Department.

Signature of Applicant


Chris Kinchen

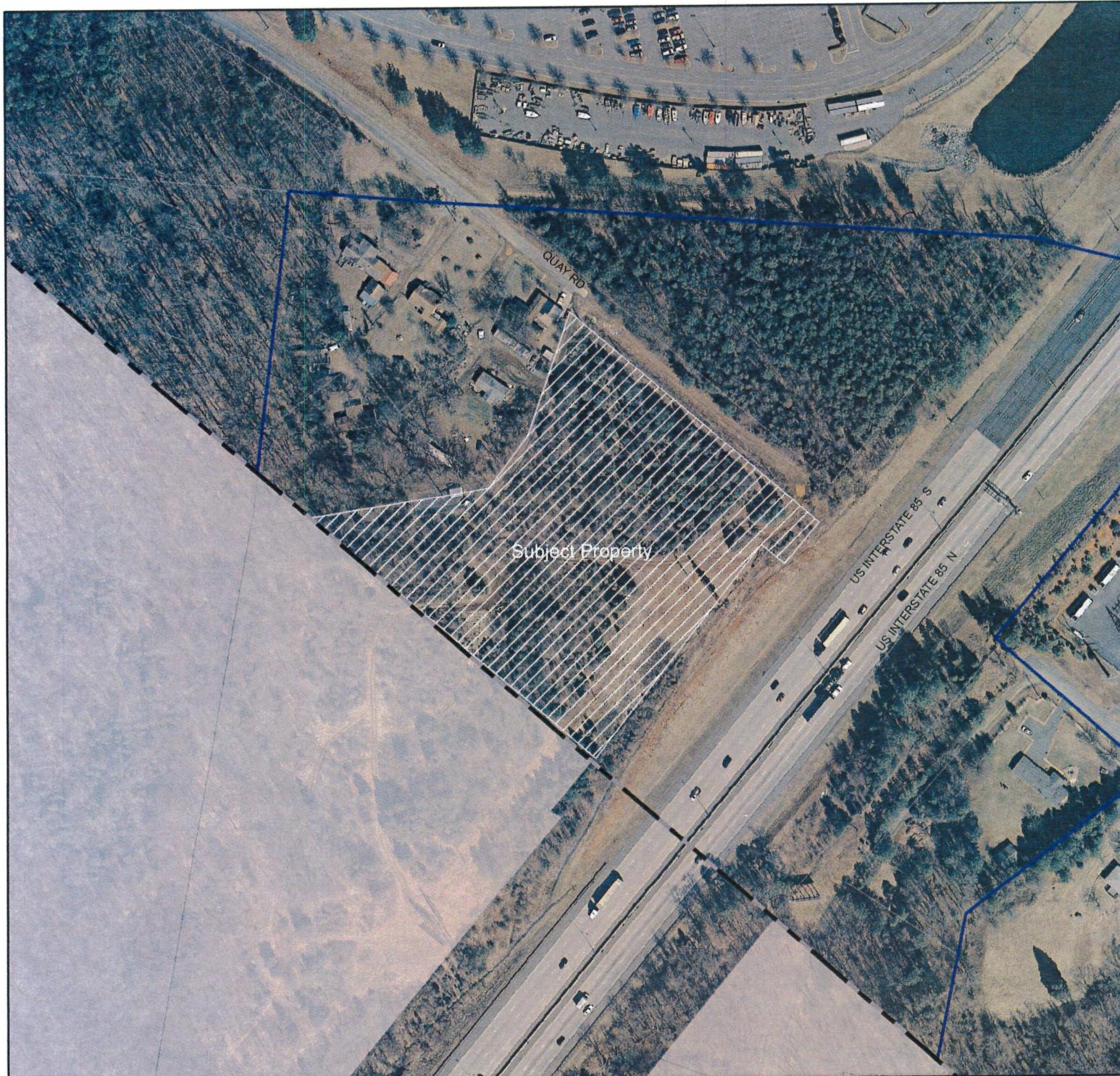
Date 1/8/2014

Signature of Owner


Diane N. Freeman Date 1/9/14



Aerial



Verizon Wireless

Petition : CUSE2014-00001

Request for Wireless
Telecommunications Tower

Parcel ID# 4589-71-2893

Legend

- County Line
- City of Concord
- Subject Property
- Mecklenburg County
- Tax Parcels
- Streets



0 75 150 300
Feet

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data.

These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development,
March 2014.



Zoning

Verizon Wireless

Petition : CUSE2014-00001

Request for Wireless
Telecommunications Tower

Parcel ID# 4589-71-2893



Legend	
	County Line
	Subject Property
	Mecklenburg County
	Tax Parcels
	Streets
County Zoning	
	LI- Limited Industrial



0 50 100 200 Feet

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Map Prepared by Cabarrus County Planning & Development,
March 2014.



Western Area Land Use Plan

Verizon Wireless

Petition : CUSE2014-00001

Request for Wireless
Telecommunications Tower

Parcel ID# 4589-71-2893



Legend

- County Line
- Subject Property
- Mecklenburg County
- Tax Parcels
- Streets

Western Area Plan

- Commercial
- Future Employment



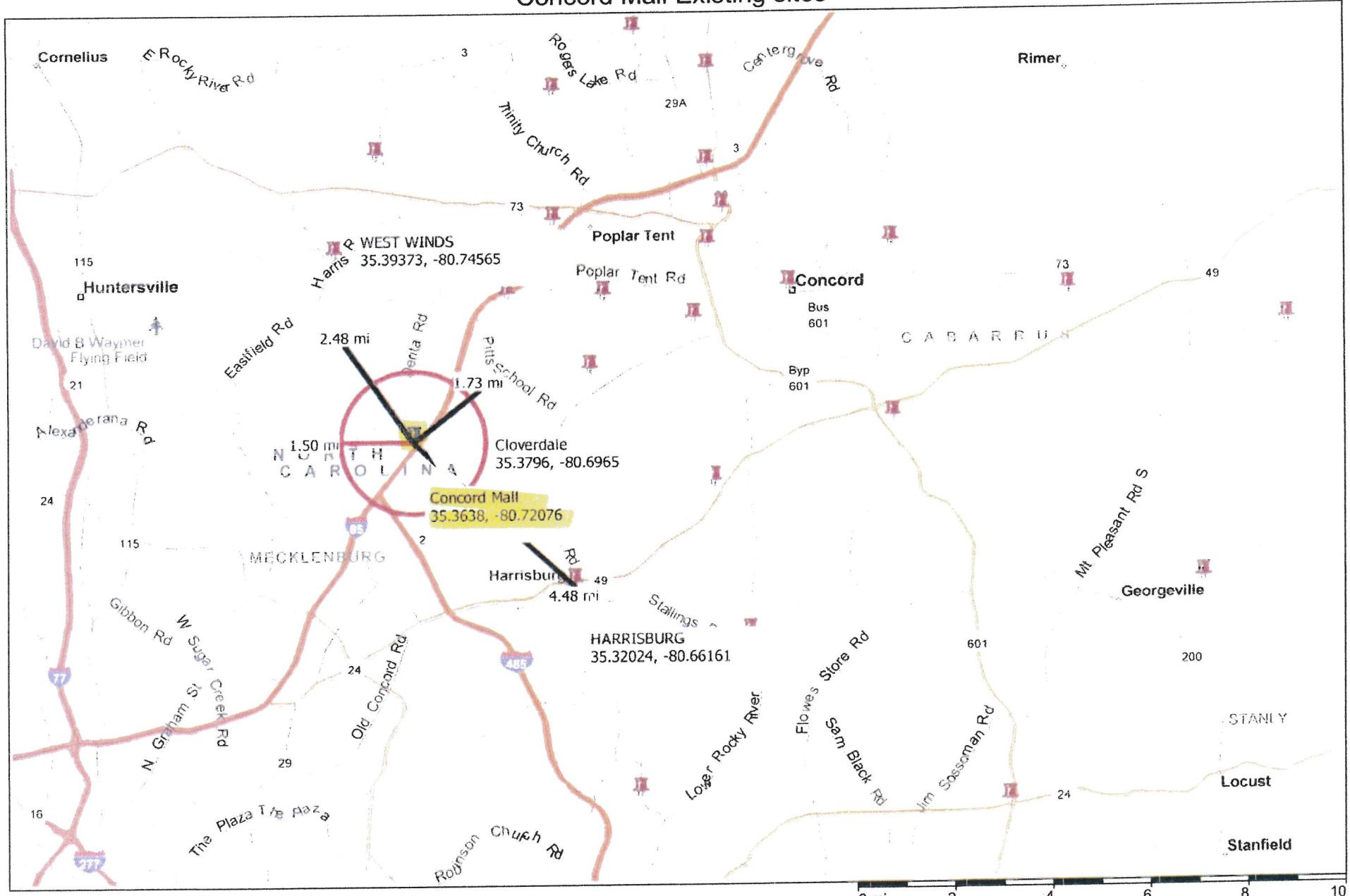
0 50 100 200 Feet

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data.

These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development,
March 2014.

Concord Mall Existing sites





February 26, 2014

Dear Adjacent Property Owner:

This letter is to inform you that Verizon Wireless, has petitioned the Cabarrus County Board of Adjustment for a Conditional Use Permit. The applicant is requesting a Conditional Use Permit that would allow them to place a 80 ft. monopole cell tower at 8549 Quay Rd. (PIN #:4589-71-2893). In accordance with the Cabarrus County Zoning Ordinance, a petition for a Wireless Telecommunications Service requires the approval of the Board of Adjustment.

A public hearing will take place on Tuesday March 11th, 2014 at 7:00 p.m. at the Cabarrus County Governmental Center located at 65 Church Street SE, Concord, North Carolina. The Conditional Use application is on file in the Cabarrus County Zoning Department. If you have any questions, or would like to view the application, please contact our office at 704-920-2149.

Sincerely,

A handwritten signature in blue ink that reads "Colleen Nelson".

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

Adjacent Property Owners

JESSE FOX
8918 NOLESGATE RD
CHARLOTTE NC 28215

QUAY LLC
8607 QUAY ROAD
CONCORD NC 28025

MARION G. BLANSETT
8583 QUAY ROAD
CONCORD NC 28025

YVONNE HESS
8605 QUAY ROAD
CONCORD NC 28025

CRM MID-ATLANTIC
25 PARK PLACE
ATLANTA, GA 30303

SPEEDWAY MOTOSPORTS
PO BOX 18747
CHARLOTTE NC 28218



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

December 19, 2013

Re: PIN # 4589-71-2893 (General Location – 8575 Quay Road)

Ms. Colleen Nelson
Cabarrus County Zoning Department
PO Box 707
Concord, NC 28026

Dear Ms. Nelson:

Per conversations with Chris Kinchen of Faulk and Foster, this letter serves to inform Cabarrus County that the City of Concord has no objection or comment relative to a potential development of a cell tower generally located at 8575 Road on property owned by Davidland LLC/A NC LLC. It is our understanding that the development will not require public water and sewer.

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

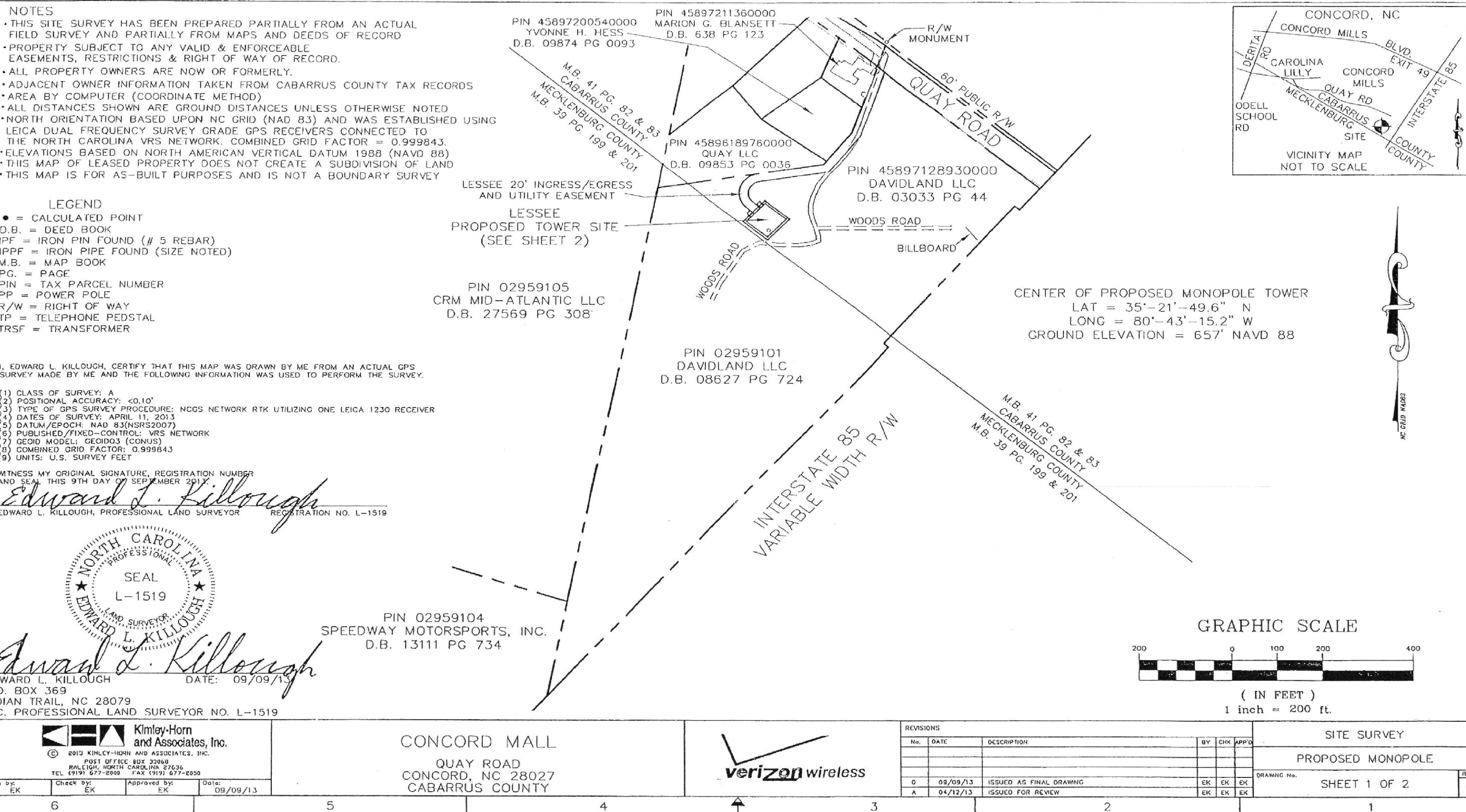
Please feel free to contact me if you have any questions.

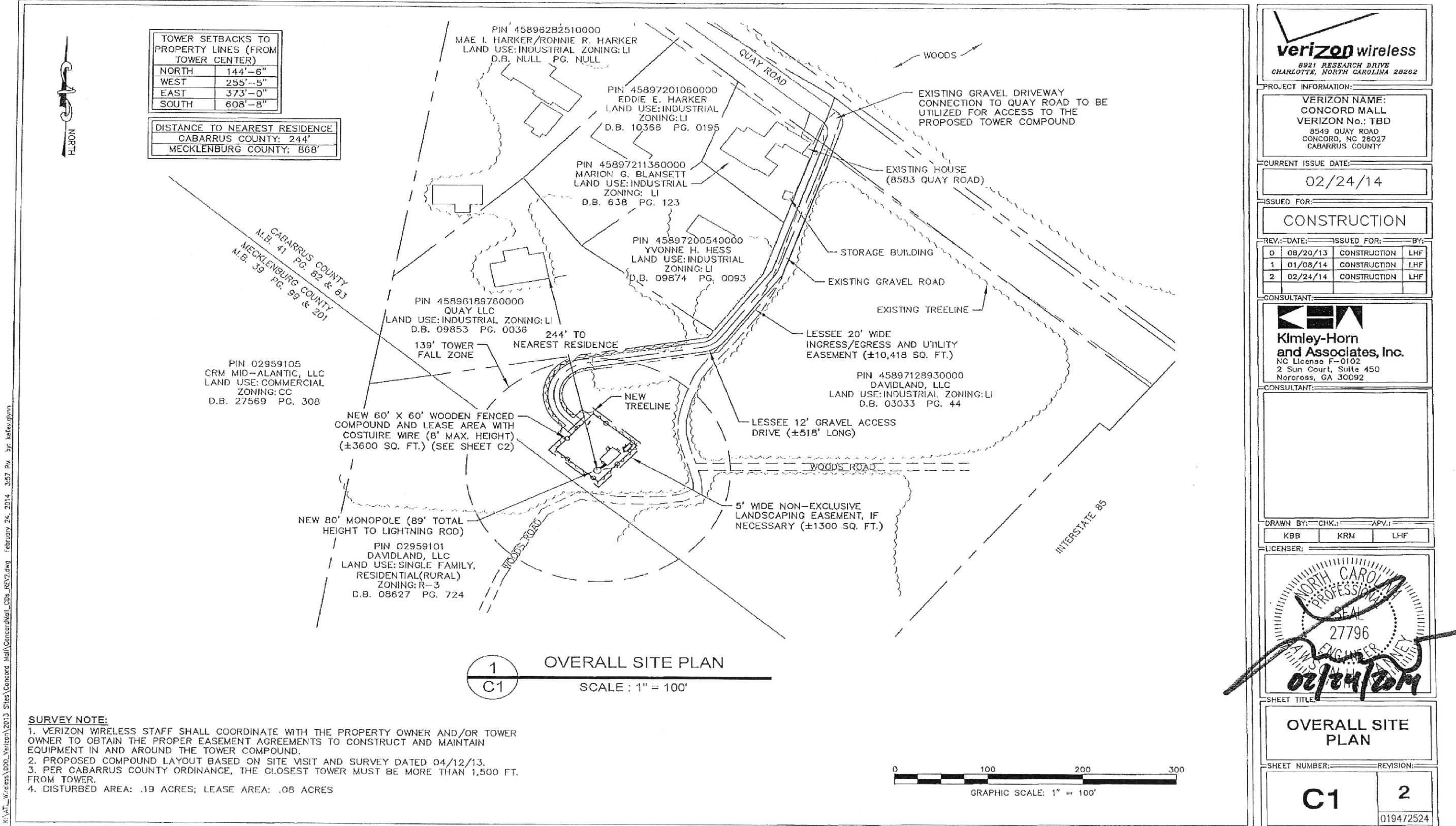
Sincerely,

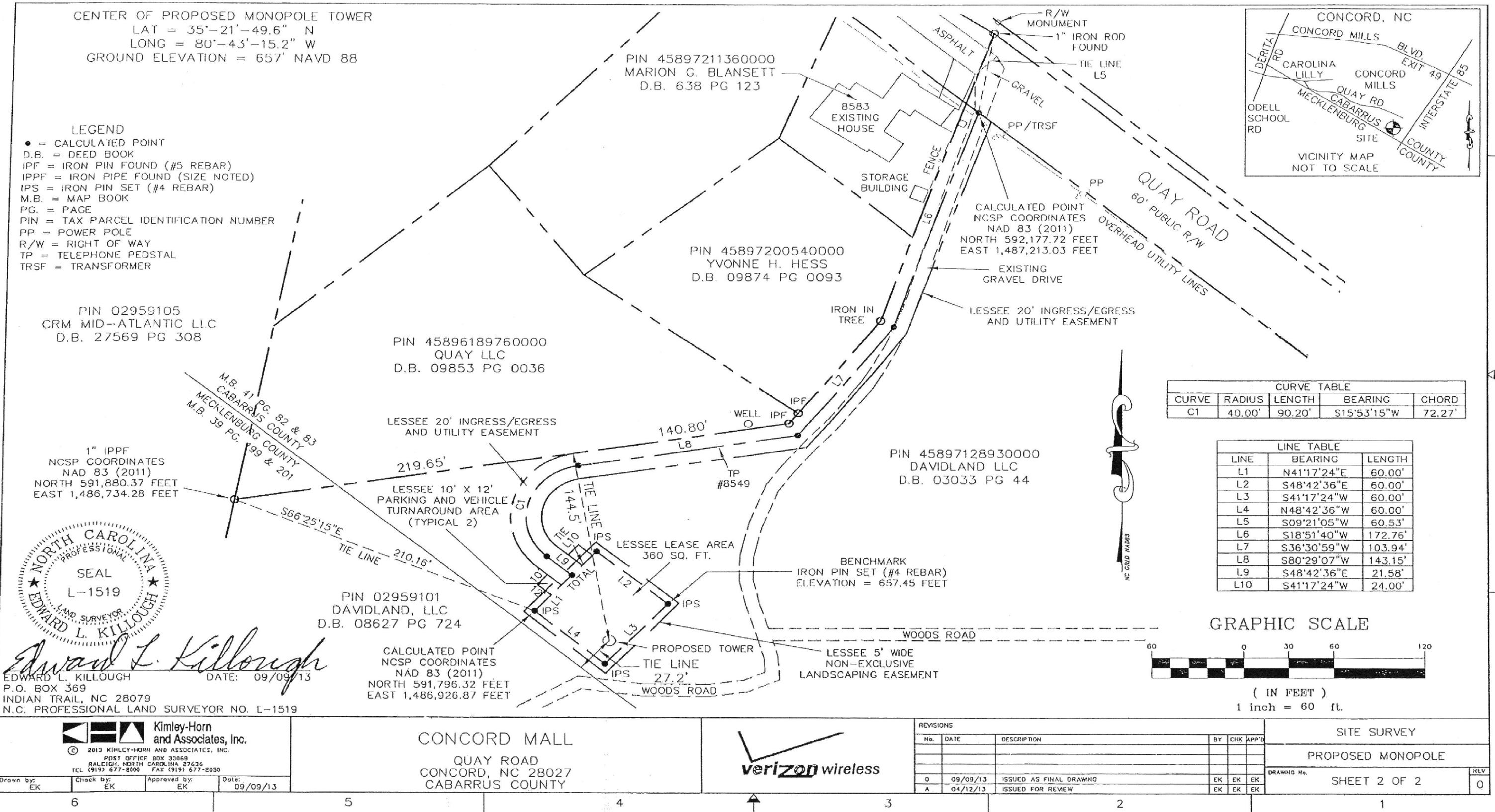
A handwritten signature in black ink, appearing to read "Kevin E. Ashley".

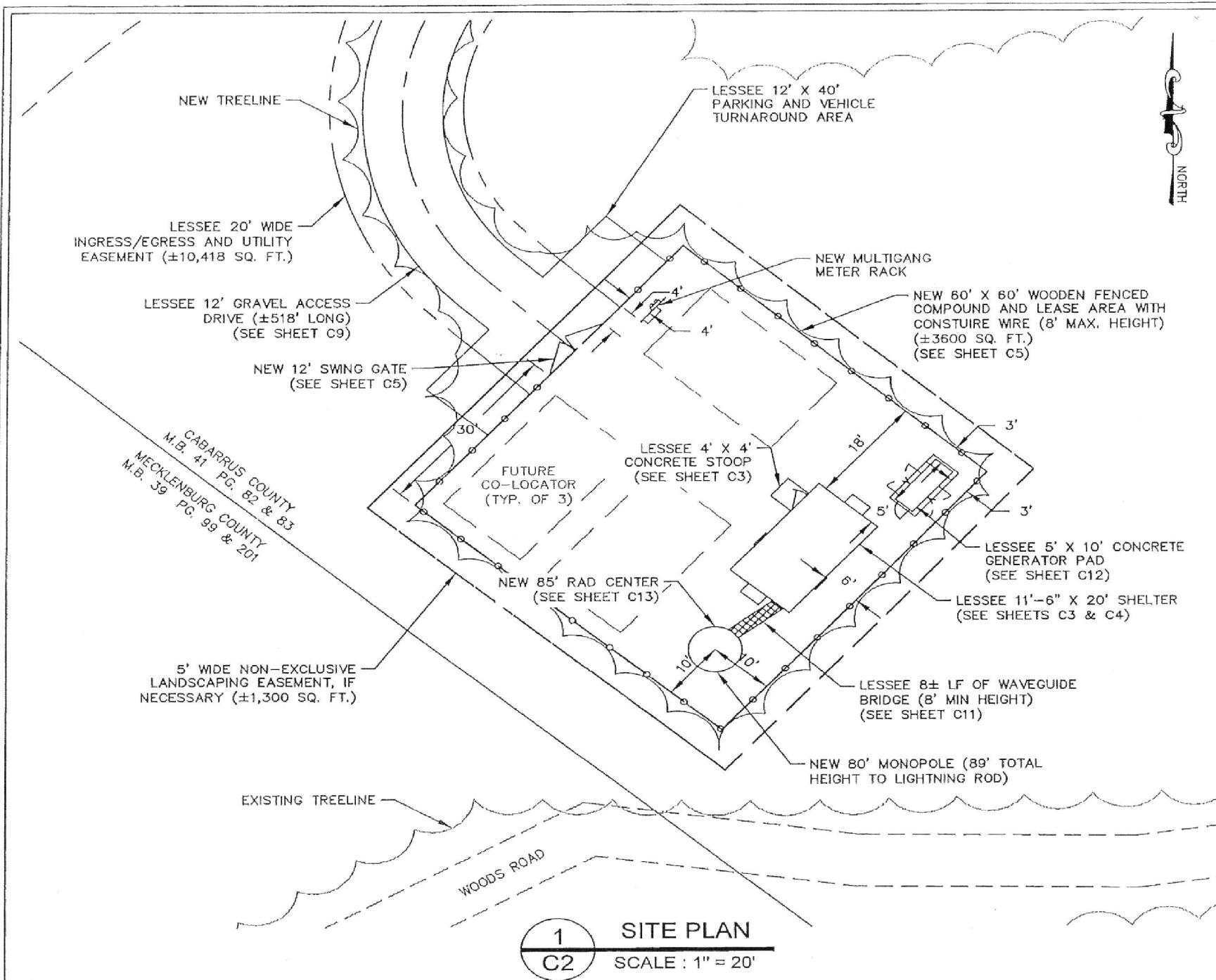
Kevin E. Ashley, AICP
Planning and Development Manager

Cc: Margaret Pearson
Chris Kinchen









SURVEY NOTE:

1. VERIZON WIRELESS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER AND/OR TOWER OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SITE VISIT AND SURVEY DATED 04/12/13.

SHELTER NOTE:

1. CONTRACTOR TO CONFIRM WITH VERIZON CONSTRUCTION MANAGER THAT THE SHELTER SHOWN ABOVE (CELLXION MODEL # VSE/SVSE20) HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.

COAX NOTE:

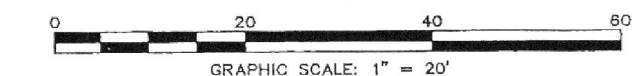
1. ROUTE COAX UP TOWER PER TOWER DESIGN DRAWINGS BY OTHERS.

TOWER NOTE:

1. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM VERIZON CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.

GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND VERIZON SPECIFICATIONS, THE VERIZON PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
3. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
4. CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
5. WAVEGUIDE BRIDGE AND PRE-FAB SHELTER ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE PRE-ENGINEERED DRAWINGS FOR SPECIFIC INFORMATION INCLUDING FOOTINGS AND WAVEGUIDE BRIDGE LOCATION.
6. ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
7. THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF STRUCTURAL ANALYSIS/ TOWER DESIGN DRAWINGS FROM VERIZON PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
9. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
10. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "NO ONE CALL CENTER" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 632-4949. ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
11. CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
12. CONTRACTOR TO PROVIDE STYMIC LOCK, DAISY CHAIN OR EQUIVALENT AS APPROVED BY VERIZON PROJECT MANAGER.
13. CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER VERIZON PROJECT MANAGERS INSTRUCTIONS. SEE DETAIL ON SHEET C10.



verizon wireless
8921 RESEARCH DRIVE
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

VERIZON NAME:
CONCORD MALL
VERIZON No.: TBD
8549 QUAY ROAD
CONCORD, NC 28027
CABARRUS COUNTY

CURRENT ISSUE DATE:
01/08/14

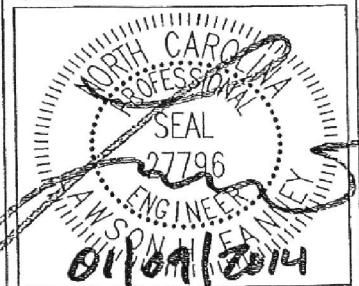
ISSUED FOR:
CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:
0 08/20/13 CONSTRUCTION LHF
1 01/08/14 CONSTRUCTION LHF

CONSULTANT:
Kimley-Horn and Associates, Inc.
NC License F-0102
2 Sun Court, Suite 450
Norcross, GA 30092

CONSULTANT:

DRAWN BY: CHK: APV:
KBB KRM LHF
LICENSER:



SHEET TITLE:

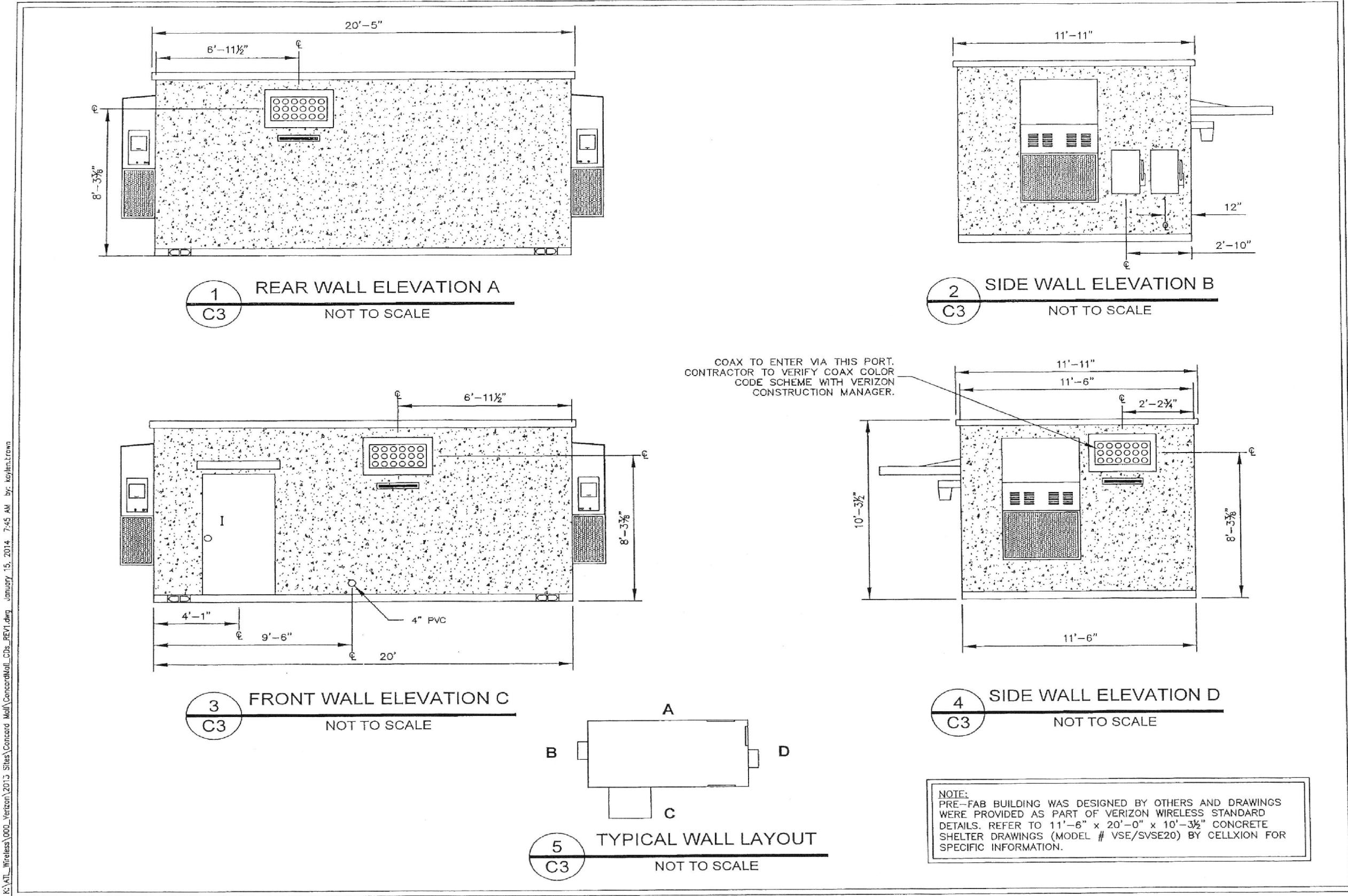
SITE PLAN

SHEET NUMBER: REVISION:

C2

1

019472524



verizon wireless
8921 RESEARCH DRIVE
CHARLOTTE, NORTH CAROLINA 28262

PROJECT INFORMATION:

VERIZON NAME:
CONCORD MALL
VERIZON No.: TBD
8549 QUAY ROAD
CONCORD, NC 28027
CABARRUS COUNTY

CURRENT ISSUE DATE:

01/08/14

ISSUED FOR:

CONSTRUCTION

REV.: DATE: ISSUED FOR: BY:

0	08/20/13	CONSTRUCTION	LHF
1	01/08/14	CONSTRUCTION	LHF

CONSULTANT:

**Klmey-Horn
and Associates, Inc.**
NC License F-0102
2 Sun Court, Suite 450
Norcross, GA 30092

CONSULTANT:

DRAWN BY: CHK: APV:
KBB KRM LHF
LICENSER:

**FOR
ILLUSTRATIVE
PURPOSES ONLY-
REFER TO
MANUFACTURES
APPROVED
SHELTER
DRAWINGS**

SHEET TITLE:

**SHELTER
ELEVATIONS**

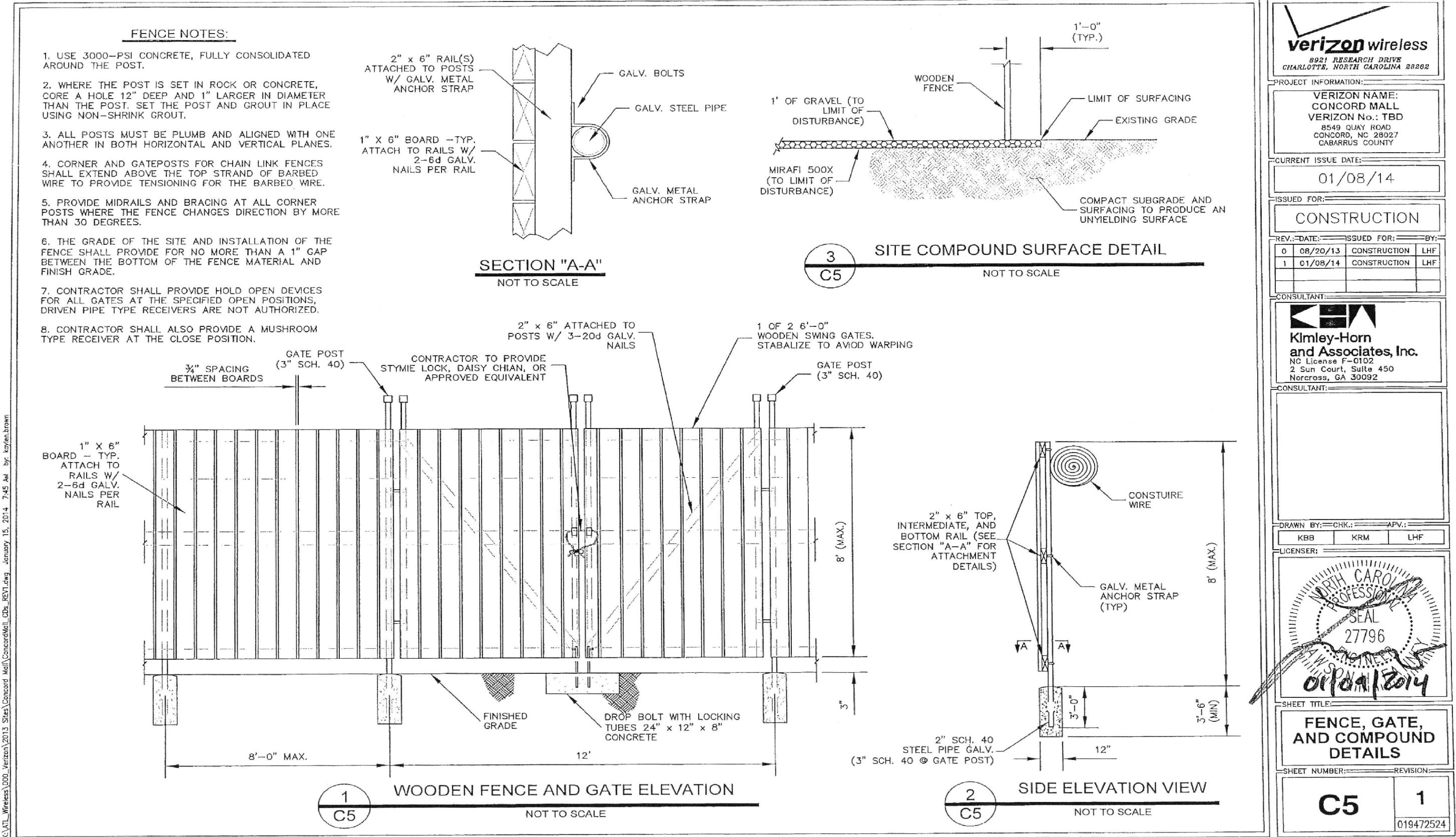
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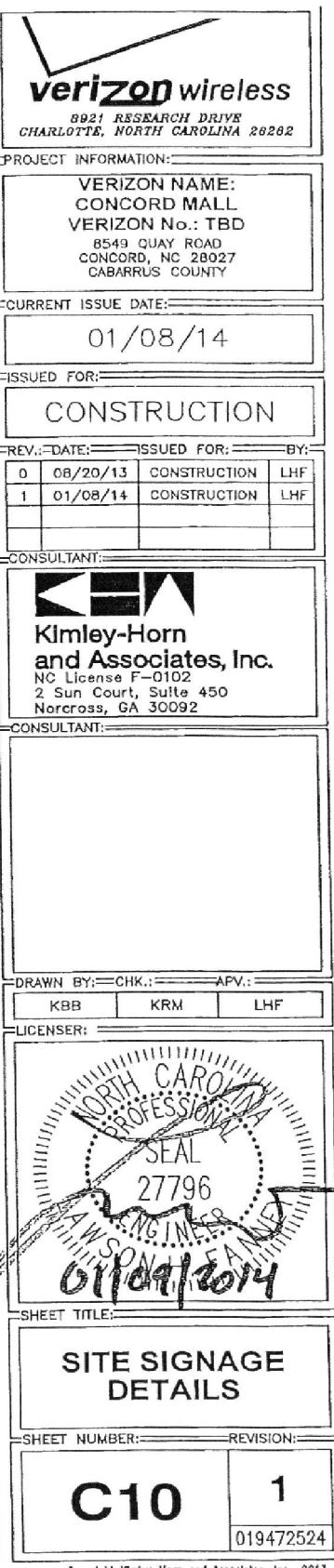
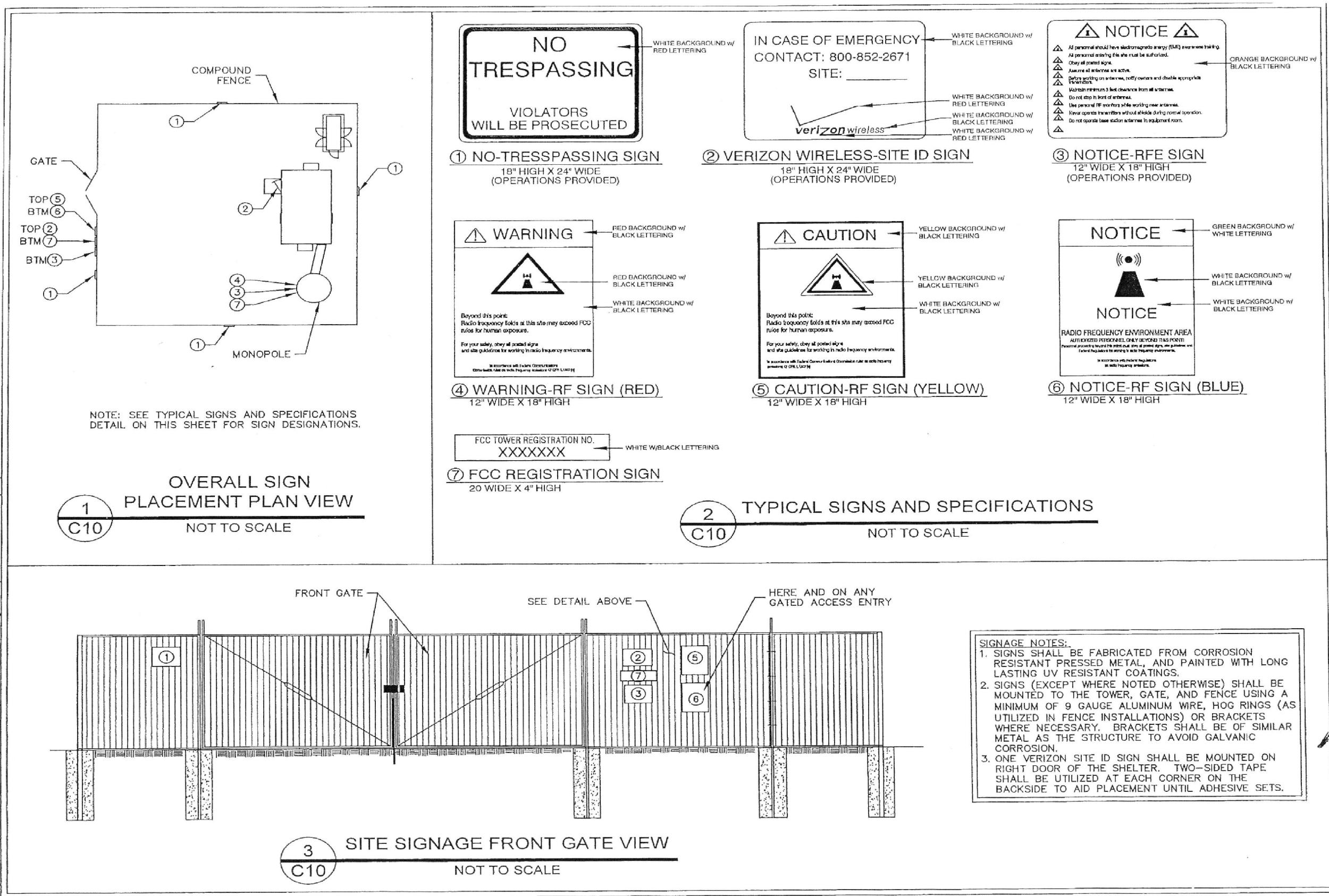
C4

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019472524

Copyright Klmey-Horn and Associates, Inc. 2013







Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76137

Aeronautical Study No.
2013-ASO-8544-OE

Issued Date: 12/10/2013

Jim O'Dowd
Verizon Wireless
180 Washington Valley Rd
Bedminster, NJ 07921

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

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

Structure: Monopole Concord Mall
Location: Concord, NC
Latitude: 35-21-49.60N NAD 83
Longitude: 80-43-15.20W
Heights: 657 feet site elevation (SE)
 89 feet above ground level (AGL)
 746 feet above mean sea level (AMSL)

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

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

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

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed and maintained in accordance with FAA Advisory circular 70/7460-1 K Change 2.

While the structure does not constitute a hazard to air navigation, it would be located within or near a military training area and/or route.

This determination expires on 06/10/2015 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 will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

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

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

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.

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 (718) 553-2611. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2013-ASO-8544-OE.

Signature Control No: 198378546-203369866

(DNE)

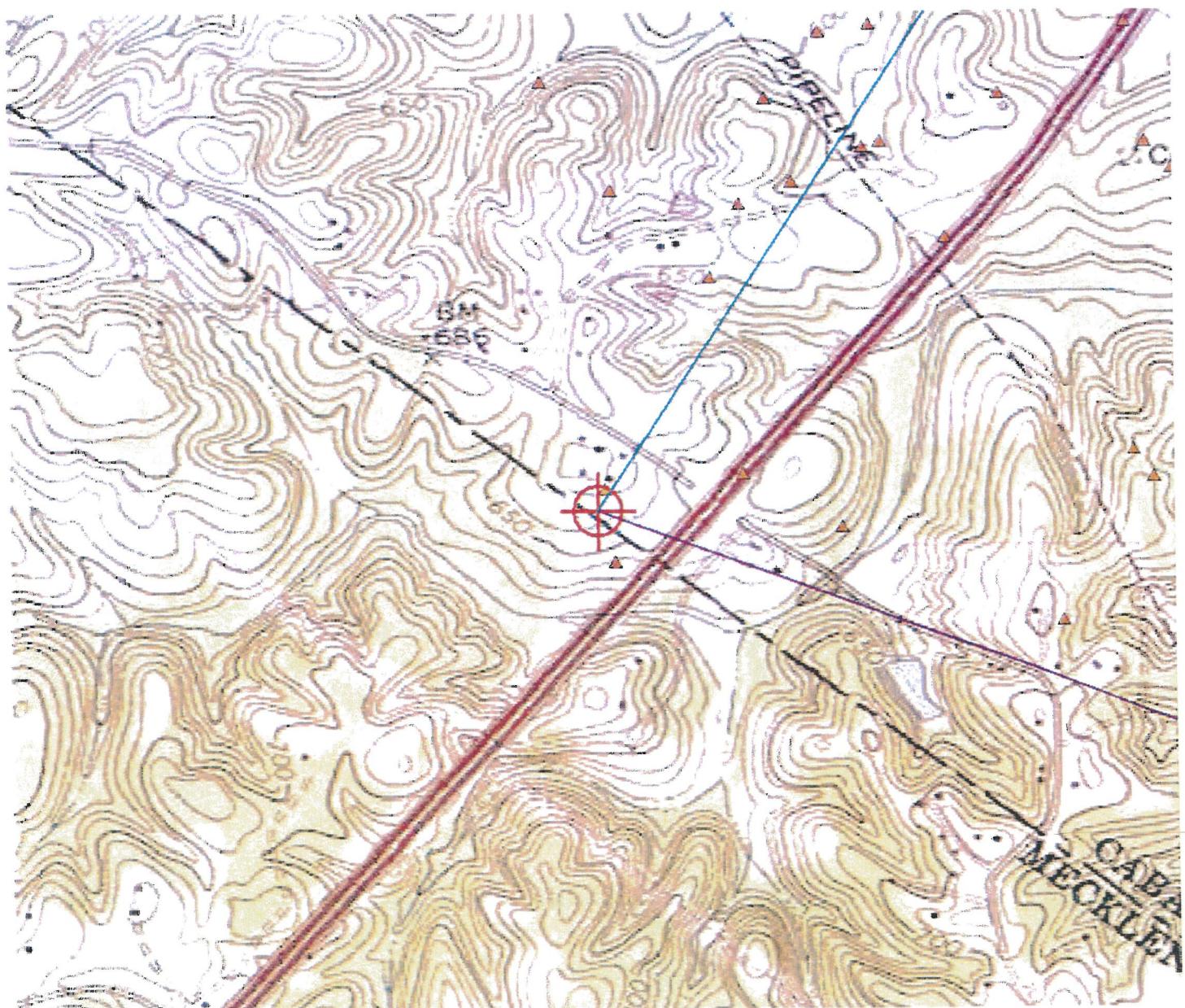
Angelique Eersteling
Technician

Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2013-ASO-8544-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	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
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
1850	1910	MHz	1640	W
1930	1990	MHz	1640	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W



Verizon Wireless - Existing Sites located in Cabarrus Co.

Name	Latitude Degrees (NAD83)	Longitude Degrees (NAD83)	Upper 700 MHz Antenna Center Line (feet)	County
DT CONCORD	35.410528	-80.582528	132.5	Cabarrus
NICOLETTE	35.256044	-80.637683	150	Cabarrus
HWY 73	35.420811	-80.749964	250	Cabarrus
LOOP RD	35.490211	-80.6396	140	Cabarrus
HWY 601/49	35.369981	-80.544833	256	Cabarrus
CONCORD	35.434436	-80.6074	163	Cabarrus
I-85 HIGHWAY NC	35.430825	-80.669522	205	Cabarrus
WEST WINDS	35.393725	-80.745647	160	Cabarrus
WEST KANNAPOLIS	35.470933	-80.669733	127	Cabarrus
Birmingham Road	35.408056	-80.651111	165	Cabarrus
HWY 73 49	35.408667	-80.480917	235	Cabarrus
CONCORD_Alltel	35.400853	-80.617503	200	Cabarrus
POPLAR TENT	35.408417	-80.68625	120	Cabarrus
SOUTHridge	35.447717	-80.613158	152	Cabarrus
CONCORD DOWNTOWN	35.4235	-80.612528	180	Cabarrus
MIDLAND	35.252361	-80.502528	266	Cabarrus
NC 73	35.450917	-80.7345	265	Cabarrus
E. CONCORD	35.423953	-80.545306	175	Cabarrus
I-85&KANNAPOLIS	35.502581	-80.550922	210	Cabarrus
NORTH SHADY OAK	35.303975	-80.597044	248	Cabarrus
CUST	35.320108	-80.431628	401	Cabarrus
MT PLEASANT	35.398575	-80.400519	260	Cabarrus
STOUGH RD	35.350789	-80.610283	200	Cabarrus
DT KANNAPOLIS	35.478219	-80.612278	140	Cabarrus
HARRISBURG	35.320242	-80.661614	175	Cabarrus
CABARRUS COUNTRY CLU	35.385019	-80.655908	135	Cabarrus
Cloverdale	35.3796	-80.6965	200	Cabarrus
Concord Mall	35.363797	-80.720764	85	Cabarrus

Michael F. Plahovinsak, P.E.

February 11, 2014

Verizon Wireless

Re: Proposed 80-ft Monopole
Located in Cabarrus Co., NC: Concord Mall Site
MFP #23514-082 r1 / TAPP TP-12137

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association ANSI/TIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures".

I have designed this monopole to withstand a basic wind speed of 90 mph as recommended by ANSI/TIA-222-G for Cabarrus County. The design also conforms to the requirements of the 2012 North Carolina Building Code.

This monopole has been intentionally designed to accommodate a theoretical fall radius. The upper 50' of the pole has been designed to meet the wind loads of the design, however, the lower portion of the pole has been designed with a minimum 15% extra capacity. Assuming the pole has been fabricated according to our design and well maintained, in the event of a failure due to extreme wind and a comparable appurtenance antenna loads (winds in excess of the design wind load), it would yield at the 30' elevation, resulting in a maximum 50' fall radius.

The structure has been designed with all of the applicable factors as required by the code. Communication poles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,



Michael F. Plahovinsak, P.E.
Professional Engineer

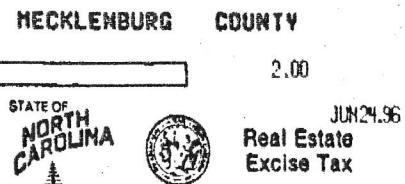
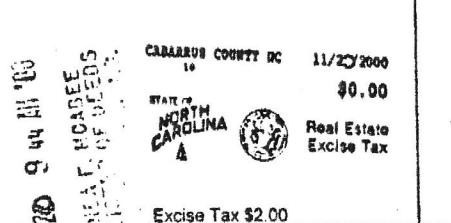
Deed

BOOK 3033 PAGE 44 027967

BK# 08627 PG# 0729/0733 0:0280 16.00

***** NC EXCISE TAX: 2.00 ***

JUDITH A GIBSON REG OF DEEDS MECK NC
FILED FOR REGISTRATION 06/24/96 10:35



Tax # Nos: 169-061-24, 125-105-27 & 029-181-0 Parcel Identifier No. _____
Verified by _____ County on the _____ day of _____, 19_____
by _____

Mail after recording to PARKER, POE, ADAMS & BERNSTEIN L.L.P. (WFF)
2500 Charlotte Plaza, Charlotte, North Carolina 28244 (Box 10)
This instrument was prepared by Parker, Poe, Adams & Bernstein L.L.P. (Woodard E. Farmer, Jr., Esq.)

Brief Description For The Index: Three Lots

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this 19th day of June, 1996, by and between

GRANTOR	GRANTEE
MHS HOLDINGS LIMITED PARTNERSHIP, a North Carolina limited partnership (formerly named Schloss Outdoor Advertising Company, a North Carolina limited partnership)	MARC H. SILVERMAN 6707-C Fairview Road Charlotte, NC 28210

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that Grantor, as a distribution to Grantee, has and by these presents does grant and convey unto Grantee in fee simple, a one percent (1%) undivided tenant-in-common interest in and to those three (3) lots or parcels of land described on Exhibit A, Exhibit B and Exhibit C hereto. The property described on Exhibit A and Exhibit B is situated in Mecklenburg County, North Carolina and the property described on Exhibit C is partly situated in Mecklenburg County and partly situated in Cabarrus County.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Title to the properties hereinabove described is subject to the following exceptions:

1. Ad valorem taxes for 1996 and subsequent years; and
2. All valid and enforceable easements, covenants, conditions, and restrictions of record.

Deed

BOOK 3033 PAGE 45

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal the day and year first above written.

MHS HOLDINGS LIMITED PARTNERSHIP, a North Carolina limited partnership (SEAL)

By: Marc H. Silverman (SEAL)
Marc H. Silverman, General Partner

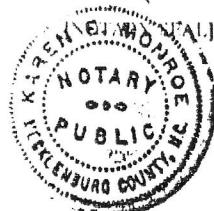
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Karen E. Monroe, a Notary Public of Mecklenburg County, State of North Carolina, certify that Marc H. Silverman, General Partner of MHS Holdings Limited Partnership, a North Carolina Limited Partnership, personally appeared before me this day and acknowledged the execution of the foregoing instrument as General Partner on behalf of MHS Holdings Limited Partnership.

Witness my hand and official seal this 10th day of June, 1996.

My Commission Expires:
December 29, 2000

Karen E. Monroe
Notary Public



N.C.

Karen E. Monroe
The foregoing Certificate(s) of

Karen E. Monroe a notary public
is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and
Page shown on the first page.

BY: INDY MCABEE

REGISTER OF DEEDS

REGISTER OF DEEDS FOR Cabarrus COUNTY

Indy M. McCabe - Registry of Deeds 11-20-2000

Deed

3033 pg 46

EXHIBIT A
Tax Lot No. 169-061-25

BEGINNING at an old iron in the northeasterly corner of the land conveyed to Everett D. Milliken by deed recorded in Book 2060, Page 270, Mecklenburg County Public Registry (less the land described in deed recorded in Book 2508, Page 13, Mecklenburg County Public Registry) which Milliken land is shown on map recorded in Map Book 12, Page 27, Mecklenburg County Public Registry; and runs thence from the BEGINNING with the northerly boundary of the Milliken land N. 64-04-40 W. 168.17 feet to the center of a concrete monument located in the southeasternmost corner of the land conveyed to Duke Power Company by deed recorded in Book 1859, Page 480, Mecklenburg County Public Registry; thence with the easterly or southeasterly boundary of the land conveyed to Duke Power Company by deed recorded in Book 1859, Page 480, Mecklenburg County Public Registry, two (2) courses and distances as follows: (1) N. 20-14-20 E. 184.80 feet and (2) N. 44-16-20 E. 472.45 feet to a point in the westerly margin of the right-of-way of Interstate Highway #77; thence with the westerly margin of the right-of-way of Interstate Highway #77 four (4) courses and distances as follows: (1) S. 12-01-40 W. 283.24 feet to a point; (2) S. 44-32-20 W. 72.06 feet to an iron; (3) S. 15-28-50 W. 558.83 feet to a point; and (4) S. 15-30-50 W. 353.70 feet to an iron; thence N. 74-09 W. 71.06 feet to an old iron in the easterly boundary of Lot 4 of Maplehurst, as shown on map thereof recorded in Map Book 3, Page 415, Mecklenburg County Public Registry; thence with the easterly boundaries of Lot 4 and Lot 3 of Maplehurst as shown on the map thereof recorded in Map Book 3, Page 415, Mecklenburg County Public Registry and with the easterly boundary of the Milliken land N. 16-24-50 E. 629.30 feet to the BEGINNING, containing 3.10 acres, all as shown on survey prepared for Hunter and Walden Co., Inc. by R.B. Pharr & Associates, Registered Surveyors, dated September, 1965 and revised October, 1965.

Being in all respects the same property conveyed to Schloss Outdoor Advertising Company, which changed its name to MIIS Holdings Limited Partnership by Amendment to Certificate of Limited Partnership filed with the North Carolina Secretary of State's office on December 30, 1986, and recorded in Partnership Book 54, Page 386, by deed recorded in Deed Book 4838, Page 765, Mecklenburg County Public Registry.

Deed

Book 3033 pg 47

EXHIBIT B

Tax Lot No. 125-105-27

BEGINNING at the point of intersection of the easterly right of way line of Cherry Street with the northerly right of way line of East Third Street, thence with the easterly right of way line of Cherry Street N. 22-40 E., 96.67 feet to a point; thence S. 46-54 E., 10.65 feet to a point on the southerly right of way line of the East Third Street Connector; thence with the southerly right of way line of the East Third Street Connector two courses; (1) with the arc of a circular curve to the left having a radius of 343.31 feet, an arc distance of 112.98 feet; (2) S. 32-29-36 E., 56.67 feet to a point; thence S. 42-09-00 W., 27.60 feet to a point on the northerly right of way line of East Third Street; thence with the northerly right of way line of East Third Street N. 48-19-34 W., 136.73 feet to the point of BEGINNING, approximately 7,800 + square feet.

Being in all respects "Tract XIV" conveyed to Schloss Outdoor Advertising Company, which changed its name to MHS Holdings Limited Partnership by Amendment to Certificate of Limited Partnership filed with the North Carolina Secretary of State's office on December 30, 1986, and recorded in Partnership Book 54, Page 386, by deed recorded in Deed Book 3246, Page 507, Mecklenburg County Public Registry.

Box 3033 pg 48

EXHIBIT C

Tax Lot No. 029-181-01

BEGINNING at an iron in the northerly margin of the right-of-way of Interstate 85, said iron being also in the westerly line of Tract of the property conveyed to Grady C. Floyd and wife by deed recorded in Book 1678, Page 254 in the Mecklenburg County Public Registry (said deed also being recorded in Book 256, Page 304 in the Cabarrus County Public Registry); and running thence with said margin of Interstate 85, 5 calls as follows: (1) North 39-23 East 1139.62 feet to an iron by a concrete monument; (2) North 50-37 West 14 feet to an iron; (3) North 39-23 East 450 feet to an iron; (4) South 50-37 East 14 feet to an iron by a concrete monument; (5) North 39-23 East 121.51 feet to an iron in Quay Road near the northerly margin of said road; thence continuing in Quay Road North 49-26 West 489.25 feet to an iron in Quay Road near the northerly margin thereof; thence South 18-53 West 230.89 feet to an iron; thence South 36-23 West 98.49 feet to an iron near a well house; thence South 80-53 West 358.66 feet to an iron in the westerly line of Tract 1 of that property conveyed to Grady C. Floyd and wife recorded in Book 1678, Page 254 in the Mecklenburg County Public Registry; thence running with said westerly line South 10-01 West 1307.75 feet to an iron in the northerly margin of the right-of-way of Interstate 85, the point or place of BEGINNING, containing 13.91 acres, more or less, all as shown on survey of J.L. Blackley, R.L.S. dated January, 1969.

Being in all respects the same property conveyed to Schloss Outdoor Advertising Company, which changed its name to MHS Holdings Limited Partnership by Amendment to Certificate of Limited Partnership filed with the North Carolina Secretary of State's office on December 30, 1986, and recorded in Partnership Book 54, Page 386, by deed recorded in Deed Book 3256, Page 269, Mecklenburg County Public Registry and Deed Book 408, Page 165, Cabarrus County Public Registry.

State of North Carolina, County of Mecklenburg
Karen E. Monroe
The foregoing certificate(s) of _____

Notary(Public) are certified to be correct.
This 24th day of June 19 96.
JUDITH A. GIBSON, REGISTER OF DEEDS
By: Mary A. P. Day Deputy Register of Deeds

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") is between **DAVIDLAND, LLC**, with its principal offices located at 6707-C Fairview Road, Charlotte, North Carolina, hereinafter designated LESSOR and **CELSCO PARTNERSHIP d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property") located at 8583 Quay Road, Concord, North Carolina and being described as a sixty (60') by sixty (60') parcel containing 3600 square feet (the "Land Space"), together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty foot (20') wide right-of-way extending from the nearest public right-of-way, Quay Road, to the Land Space, further together with two (2) non-exclusive twelve feet (12') by ten feet (10') right of ways for parking and vehicular turnaround (collectively, the "Rights of Way") and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Rights of Way to serve the Land Space, said Land Space and Right of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of Cabarrus County with a PIN # 45897128930000, being further described in Deed Book 3033 at Page 49 as recorded in the Office of the Register of Deeds in Cabarrus County.

2. SURVEY. LESSEE has surveyed the Premises, legal descriptions for the Land Space and the Rights of Way based upon said survey being set forth on Exhibit "A" attached hereto and made a part hereof and said survey being attached hereto as Exhibit "B" and made a part hereof, which survey shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5)

years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence on April 1, 2014 (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23.

Within fifteen (15) days of obtaining an interest in the Premises or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at

least six (6) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

5. EXTENSION RENTALS. The annual rent for each five (5) year extension term shall increase (%) percent over the annual rent due for the immediately preceding five (5) year term.

6. Intentionally Omitted.

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises solely for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of (and within the boundaries of) the Land Space at the discretion of LESSEE (except that no fencing shall be placed outside the Land Space or around the Rights of Way). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. Intentionally Omitted.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other licensed wireless communications providers of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants, occupants, or users of the Property who currently have or in the future take possession of, all or a part of, the Property will be permitted to install only such equipment that is of the type and frequency

which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. Intentionally Omitted

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within fifteen (15) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer of LESSOR's interest in the Property or LESSOR following the death of any principal of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management

thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or materially adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment

hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall not release LESSEE from any of its responsibilities hereunder and shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

A. Notwithstanding anything contained herein to the contrary, LESSEE may lease space on the tower to be constructed by it on the Premises, together with the use of the Rights of Way, and may sublet all or a portion of the Premises for the placement of communications equipment and the construction of communications shelters, to sublessees and/or licensees. LESSEE shall give written notice to LESSOR of commencement of any sublease or license. During and limited to the term of any such sublease or license, LESSOR shall be paid an additional fee in the amount of ~~and no/100ths (\$)~~ Dollars per month for any wireless broadband carrier. The additional fee shall be due and payable within sixty (60) days of the commencement date of any such sublease or license. The additional fee shall not escalate in accordance with Paragraph 5 herein. Upon the termination or cancellation of any sublease or license for any wireless broadband carrier, any additional fee due pursuant to such terminated or cancelled sublease or license shall also be terminated.. As to other wireless carriers, subtenants or users of the Premises, no additional fee shall be paid. LESSEE shall have the sole right to determine whether it will sublet or license any space at the Premises or whether it will sublet or license to any specific sublessee and/or licensee of LESSEE. LESSEE shall have no liability of any nature to LESSOR for failure to sublet or license all or any part of the Premises or tower space to any or all potential sublessee and/or licensee of LESSEE.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Davidland, LLC
6707-C Fairview Road
Charlotte, North Carolina 28210

LESSEE: Celco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will thereafter honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents

that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided with respect to any non-monetary breach LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party

under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the rate of six percent (6%) per annum.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Premises, unless such conditions or concerns are caused by the specific activities of LESSOR in the Premises.

d. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (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 which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental or industrial hygiene conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in

any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY.

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. Except as provided in the immediately following sentence of this paragraph, during the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). During the Term, LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

36. TIME OF ESSENCE. As to all provisions of this Agreement, time is of the essence.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

DAVIDLAND, LLC

WITNESS

By: _____
Its: _____
Date: _____

LESSEE:

**CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS**

WITNESS

By: _____
Aparna Khurjekar
Area Vice President Network

Date: _____

EXHIBIT A

**[WRITTEN METES AND BOUNDS OF THE LAND SPACE
AND RIGHTS OF WAY]**

See Attached.

EXHIBIT B

**[BOUNDARY SURVEY OF THE LAND SPACE
AND RIGHT OF WAY]**

See Attached.

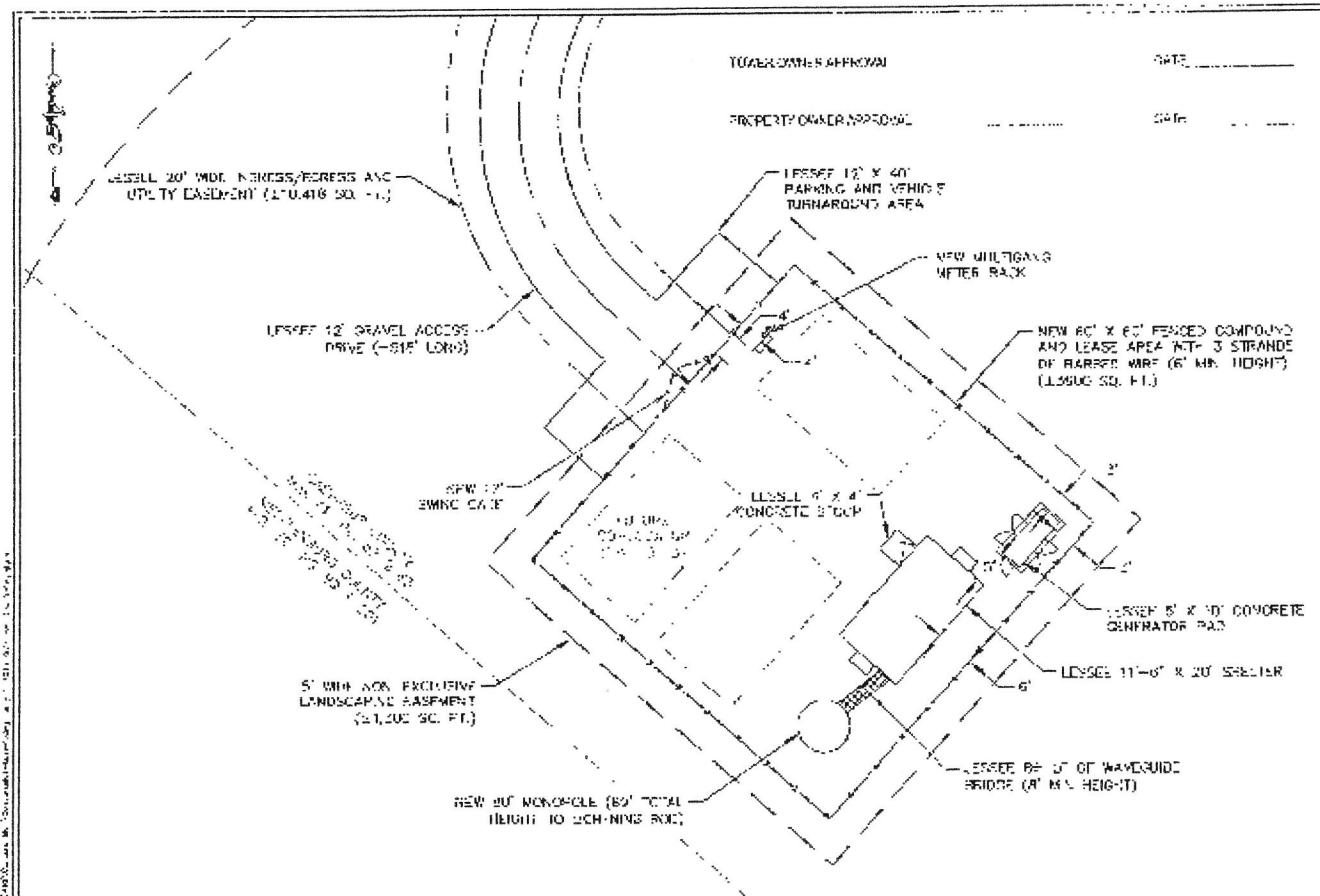


FIG. 1: REVISED ACCESS ROAD PROFILE

ANSWER

104

REVUE 1

Visite

KVD KAD PSH

1



**Kinsley-Horn
and Associates, Inc.**
NO. 10000000002
20 Sun Court, Suite 400
Napa, CA 94501

PROPOSED MONOPOLY SOURCE

CONCORD MALL

QUAY ROAD
CONCORD, NC 28027
CABARRUS COUNTY

COMMAND EXECUTION

SHOOTING BANDBY PERM
SHEET 2 OF 3

SHOWING SITE COMPOUND AREA

SCALE: 1" = 20'

NOT FOR CONSTRUCTION

COVER DESIGN: APPM2000

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1950-1951
1951-1952
1952-1953
1953-1954
1954-1955

EPA-90-017-0002-00000

—LESSEE 20' WIDE
INGRESS/EGRESS, ANY UTILITY
EASEMENT (± 10,431 SQ. FT.)

41-10392-2953X
10,000,000 100
100 10000 100 100

55'6" x 15' CRANE, ARMED
W/ 1/2" GUN (1000')

• STYLIC NON-EXCLUSIV
CARDBOARD EAST MEX
(1-300 '90, FT.)

REV 1 - REVISED ACCESS ROAD ROUTE

JOB No.: 019472524

DATE: 03/08/13

REV. 1

SITE VISIT: BHAVAN | CHECKED

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**Kimley-Horn
and Associates, Inc.**
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309

PROPOSED MONOPOLY FUND

CONSOBRA MEL

QUAY ROAD
CONCORD, NC 28027
CABARRUS COUNTY

OVERALL SITE PLAN
SHEET 1 OF 2
SHOWING 70' X 70' LEASE AREA AND
IMPROVEMENTS

NOT FOR CONSTRUCTION



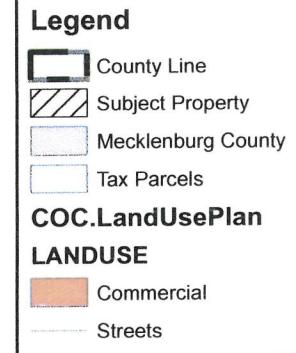
Concord 2015 Land Use Plan

Verizon Wireless

Petition : CUSE2014-00001

Request for Wireless
Telecommunications Tower

Parcel ID# 4589-71-2893



0 50 100 200
Feet

Cabarrus County shall not be held liable for any errors in this data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data.

These data cannot be construed to be a legal document. Primary sources from which these data were compiled must be consulted for verification of information contained within the data.

Map Prepared by Cabarrus County Planning & Development,
March 2014.

Memo

To: Planning and Zoning Commission
From: Susie Morris, AICP, CZO, Planning and Zoning Manager
CC: File
Date: 2/20/2014
Re: Proposed Text Amendments to Zoning Ordinance

- Please look over proposed text changes to Chapter 7 to remove references to the Adequate Public Facilities Ordinance.
- Deletions are in strikethrough text.
- Please be prepared to make a formal recommendation on these items to the Board of Commissioners.

A twelve month permit, which is renewable, must be obtained from the Zoning Administrator. The demolition landfill is presumed to be accessory to an ongoing construction project and as such, is permitted only for the life of the construction project.

The permit requires the submission of the following information at the time it is applied for:

- a. A survey showing the exact location of the proposed demolition landfill within the entire project must be submitted.
- b. A statement detailing all contents of the landfill
- c. A statement detailing the plans for reclaiming the landfill at the end of its use.
- d. A statement describing plans for future building, if any, on the landfill site.
- e. A boundary survey showing the location of the demolition landfill must be recorded with the Cabarrus County Register of Deeds.
- f. A description of the controls to be employed to assure the refuse stays on the site and that dust, debris, material scraps, etc. do not travel to or impact adjacent properties or right-of-ways in any way.

33. Multifamily Residential

High Density Residential/Mixed Use, Office/Limited Commercial districts

- a. The maximum allowed density for multifamily residential units in the Office/Limited Commercial (OF/LC) zoning district shall be six (6) dwelling units per acre.
- b. A density bonus of two (2) dwelling units per acre will be allowed for projects which can successfully demonstrate the concept of a mixed use development as defined in Chapter 2, Rules of Construction and Definitions. This can generally be accomplished through the submission of a site plan and appropriate architectural drawings.
- c. ~~Must meet the Adequate Public Facility Standards within Chapter 4, Section 17 of the Cabarrus County Subdivision Ordinance.~~

34. Moving Van, Truck or Trailer Rental

Office/Limited Commercial, General Commercial, Limited Industrial districts

- a. The outdoor display area may not exceed 60,000 square feet.
- b. All outside storage areas including dumpsters must be:
 - o sited to the rear of the building,
 - o within the setbacks required of the building's underlying zone, and
 - o made unnoticeable from both residential adjacent properties and public rights-of-way through installation of either fencing or vegetative screening.
- c. Parking areas for rentals shall be located a minimum of 50 feet from any residentially zoned or used property.
- d. Lighting for outdoor storage areas shall be designed such that it does not spill over onto adjacent properties.

NOTE: In the AO district, in the event that the parcel is 5 acres or more and the storage area is completely screened from adjacent properties or right-of-ways by existing vegetation or site topography, the landscape requirement may be waived.

61. Townhouses

Medium Density Residential, High Density Residential/Mixed Use and Office/Limited Commercial districts

- a. In both Medium Density and High Density Residential, townhouses may be permitted if their design is generated through the establishment of an Amenity Subdivision (see Chapter 5). The development of townhouses in the Office/Limited Commercial district shall follow the requirements for amenity subdivisions in the High Density Residential zone.
- b. The maximum allowed density for townhouse units in the Office/Limited Commercial zoning district shall be six (6) dwelling units per acre.
- c. A density bonus of two (2) dwelling units per acre will be allowed for projects which can successfully demonstrate the concept of a mixed use development as defined in Chapter 2, Rules of Construction and Definitions. This can generally be accomplished through the submission of a site plan and appropriate architectural drawings.
- d. ~~Must meet the Adequate Public Facility Standards within Chapter 4, Section 17 of the Cabarrus County Subdivision Ordinance.~~

62. Trail Head, Accessory

Agriculture/Open, Countryside Residential, Low Density Residential, Medium Density Residential, High Density Residential/Mixed Use, Office/Institutional, Office/ Limited Commercial, General Commercial, Light Industrial and General Industrial districts

- a. Shall be located as part of a public use facility, civic building, school, shopping plaza, mixed-use project, Business Park or other location where shared use of space is appropriate and where an access point is located.
- b. See Appendix C for Design Standards related to trail heads and trails. (greenway or blueway)

63. Trail Head, Primary Use Site

Agriculture/Open, Countryside Residential, Low Density Residential, Medium Density Residential, High Density Residential, Office/Institutional, Office/Limited Commercial, General Commercial, Light Industrial and General Industrial districts

- a. Shall be the primary use of a parcel where an access point to a trail is located.
- b. May include amenity areas such as play areas, picnic areas, restroom facilities, etc.
- c. See Appendix C for design standards related to trail heads and trails. (greenway or blueway)