

AGENDA



Keith Wood, Chairman
Wayne Barneycastle, Vice Chairman
Brad Chandler, Commissioner
Sonya Cox, Commissioner
Rick Morris, Commissioner

REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS
Monday, June 9, 2025
1014 MAIN STREET
DANBURY, NC 27016
6:00 PM

Call to Order

Invocation

Pledge of Allegiance

- I. Approval of the Agenda**
- II. Public Comments**
- III. Comments - Managers/Commissioners**
- IV. Conflicts Of Interest**
- V. Consent Agenda**
 - a. Budget Amendment**
 - b. Minutes**
- VI. Information Agenda**
 - a. Recognition of Ronnie Mendenhall**
- VII. Discussion Agenda**
 - a. Cell Tower Rezoning Request**
 - b. ACAB Applications**
- VIII. Action Agenda**
 - a. Board of Health Reappointments**
 - b. Approval of FY 25/26 Budget**
 - c. Cell Tower Rezoning Request**
- IX. Closed Session**

X. Adjournment

*Anyone with a disability(is) who needs an accommodation to participate in this meeting is requested to inform us 48 hours prior to the scheduled time of the affected group meeting

*Attachments may be delivered before or at the time of the meeting

*Times may vary due to times preset for agenda items



Board of County Commissioners

June 9, 2025

6:00 PM

Item number: V.a.

Budget Amendment

Contact: Tammy Keaton, Finance Director

Summary:

Budget Amendment #78 - Appropriate funds in the amount of \$28,350 from Contingency to Misc. Contractual Services Juvenile Detention.

ATTACHMENTS:

Description	Upload Date	Type
Budget Amendment #78	6/5/2025	Budget Amendment



State of North Carolina
General Court of Justice
CLERK OF SUPERIOR COURT
STOKES COUNTY
PO BOX 250
DANBURY, NC 27016

BRADLEY LANKFORD, CLERK
EX OFFICIO JUDGE OF PROBATE

ANGELA B PUCKETT
SENIOR RESIDENT JUDGE

MEMORANDUM

To: Board of Commissioners

FROM: Brad Lankford, Clerk of Superior Court

Date: June 4, 2025

RE: Budget Amendment
Juvenile Detention required by N.C.G.S. 143B-820

This amendment will increase monies for Line item 100.4160.441 Misc. Contractual Services Juvenile Detention by \$28,350.00. This increase will provide enough funds to pay for this service until June 30, 2025. Currently there are three juveniles in custody, at a cost of \$150 each per day, that have been in custody and should remain in custody for the remainder of this fiscal year.

STOKES COUNTY-BUDGET AMENDMENT

BE IT ORDAINED by the Stokes County Board of Commissioners that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
	Superior Court			
100-4160-5000441	Misc. Contractual Services	\$ 84,000.00	\$ 28,350.00	\$ 112,350.00
100-9910-5000000	Contingency	\$ 95,780.00	\$ (28,350.00)	\$ 67,430.00
	TOTAL	\$ 179,780.00	\$ -	\$ 179,780.00

This budget amendment is justified as follows:
To Appropriate funds for juvenile detention housing

This will result in a net increase of \$00.0 in the revenues and other financial use to the County's annual budget. Additional revenue monies will be budgeted in the Hold Harmless Contingency expenditure line item.

Account Number	ACCOUNT DESCRIPTION	CURRENT BUDGETED AMOUNT	INCREASE (DECREASE)	AS AMENDED
	General Fund			
				\$ -
	TOTAL	\$ -	\$ -	\$ -

SECTION 2. Copies of this amendment shall be furnished to the Clerk of the Board of Commissioners, Budget Officer and to the Finance Director.

Adopted this 9th day of June, 2025

Verified by the Clerk of the Board

Department Head's Approval

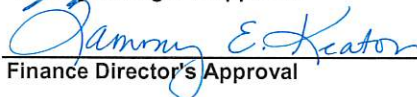
Date



6/4/25

County Manager's Approval

Date



6/4/25

Finance Director's Approval

Date



Board of County Commissioners
June 9, 2025
6:00 PM

Item number: V.b.

Minutes

Contact: Olivia Jessup, Clerk to the Board

Summary:

Minutes for Approval:

- May 22, 2025, Budget Work Session Minutes
- May 27, 2025, Public Hearing Meeting Minutes

ATTACHMENTS:

Description	Upload Date	Type
Minutes05.22.25	6/6/2025	Cover Memo
PHMinutes05.27.25	6/9/2025	Cover Memo

STATE OF NORTH CAROLINA)
COUNTY OF STOKES)
OFFICE OF THE
COMMISSIONERS
STOKES COUNTY
GOVERNMENT
DANBURY, NORTH
CAROLINA
THURSDAY MAY 22, 2025

Budget Work Session for May 22, 2025 at 9:00 AM to discuss the FY 25/26 Budget.

The Board of Commissioners of the County of Stokes, State of North Carolina, met for a Budget Work Session in the Stokes County Administration Building in the Commissioners Chambers located in Danbury, North Carolina on Thursday, May 22nd, 2025 at 9:00 am with the following members present:

Board of Commissioners Present: Chairman Keith Wood, Vice-Chairman Wayne Barneycastle, Commissioner Brad Chandler, Commissioner Sonya Cox, and Commissioner Rick Morris.

County Administration Present: County Manager Jeff Sanborn, Assistant County Manager Amber Brown, Clerk to the Board Olivia Jessup, and Director of Finance Tammy Keaton.

Additionally, each Department Head was present for the Budget Work Session.

CALL TO ORDER

Chairman Wood called the meeting to order.

I. FY 25/26 Budget

Chairman Wood turned the floor over to County Manager Jeff Sanborn. -

County Manager Sanborn delivered a presentation that covered the following items:

- Update on the 2026 Stokes County Operating Plan
- FY 2026 Updated General Fund Overview
- FY 2026 Updated School Current Expense Fund
- Updated FYs 2026-2030 Five-Year Financial Forecasts and Significant Initiatives
- FY 2026 SCOPE Fund
- Updated Five-year Financial Forecasts
- Stokes County Operation Plan (SCOP) Review
 - General Fund Department Level Review
 - Review of Remaining Sections of the SCOP

- FY 2026 Fire District Funds Discussion
- Key Upcoming Dates

A. 2026 Stokes County Operating Plan

The Stokes County Operating plan is an all new, five-year plan which serves the purpose of a policy document, an operations guide, a financial plan, and a communications device. Essentially, it lays out operational plans over a five-year timeframe and allocates resources to complete those plans. It also gives insight into how these plans were developed and prioritized. Major components of the operating plan are as follows:

- Budget in Brief
- Budget Message
- About County Services
- Operating Plan Guide
- Determination of Operational Priorities
- General Fund Summary
- Specialty Funds Summary
- Enterprise Funds Summary
- Capital Project Fund
- Five-Year Financial Forecast
- Capital Improvement Plan
- Budget Ordinance

B. FY 2026 General Fund Budget

The 2026 General Fund Budget calls for a \$75.05 million budget, which is resourced from a property tax rate of \$0.585. At the proposed rate, the average property owner would pay \$44 more per \$100,000 in real property valuation. It includes a \$6.96 million appropriated fund balance and expects an ending fund balance of 38.2% of budgeted expenditures. Additionally, it includes:

- Completion of the new Animal Shelter (carry-over)
- Replacement ambulance
- New transfer station scales
- 3 new full-time equivalents

C. FY 2026 Updated School Current Expense Fund

The County Manager's recommendation for the 2026 School Current Expense Fund is a total of approximately \$17.5 million. This includes the following revenues:

- County Appropriation of approximately \$16 million, increased from \$14.8 in 2025
 - \$500,000 from fund balance of School Capital Outlay/Reserve Fund to \$0.04 Fund
 - \$500,000 less from General Fund to \$0.04 Fund
 - \$500,000 + \$300,000 = \$800,000 more from General Fund to School System
- Fines and Forfeitures of \$160,000, no change from 2025

- Poplar Springs Operating Transfer from 4-cent Fund of approximately \$117,000, an increase of about \$3,000 from 2025
 - Plus 2.9% inflation factor
- Other, non-Stokes County Funding of \$134,000, increased from \$129,000 from 2025
- Appropriated Fund Balance of approximately \$1.1 million, decreased from approximately \$1.8 million in 2025
 - This is assuming no change to planned expenditures

D. FY 2026 SCOPE Fund

The 2026 SCOPE Fund has a budgeted revenue of \$600,000 and budgeted expenditures of \$451,529. It is the County Manager's recommendation to complete a strategic plan to cover the life of the fund (through FY 2039) before contemplating any significant new expenditures.

E. FYs 2026-2030 Five Year Financial Forecasts and Significant Initiatives

The five-year general fund forecast was developed to meet key financial metrics like a fund balance >30% and a debt service ratio <10%. It incorporates anticipated staffing changes, planned projects and operating costs changes resulting from projects, and a capital improvement plan and operating cost changes resulting from projects. Key financial assumptions in this forecast are as follows:

- 3.1% annual growth in real & personal property tax base, plus key anticipated projects
- 2.0% cost of living increase salaries & benefits, plus an average of 2.0% merit
- 2.0% annual inflationary increase in operating costs
- End of year revenues will be 101% of budgeted revenues
- End of year expenditures will be 91% of budgeted expenditures

F. FY 2026 Fire District Funds

The funding plan accommodates the hiring of paid staff at each Stokes County Fire Service District fire department to address daytime responsiveness shortfalls (details still being worked on; recommendations may change slightly).

G. Key Upcoming Dates

The County Manager mentioned important future dates for the FY 25/26 Budget which were May 27, the Public Hearing on the budget at 5:30 pm, and June 9, the planned date to adopt budget at the Commissioner's Meeting at 6:00 pm.

II. Department Profiles

County Manager Jeff Sanborn turned the floor back to Chairman Wood.

Chairman Wood turned the floor over to Assistant County Manager Amber Brown.

Assistant County Manager Brown presented the Department Profiles of the General Fund Summary.

The following areas were covered in the presentation:

- Governing Body FY 2026 Total Budgeted Expenditures: \$1,408,091
- Administration FY 2026 Total Budgeted Expenditures: \$583,179
- Finance FY 2026 Total Budgeted Expenditures: \$992,835
- Human Resources FY 2026 Total Budgeted Expenditures: \$559,346
- Purchasing/Project Management FY 2026 Total Budgeted Expenditures: \$161, 590
- Tax Office FY 2026 Total Budgeted Expenditures: \$1,791,813
- Register of Deeds FY 2026 Total Budgeted Expenditures: \$393,321
- Elections FY 2026 Total Budgeted Expenditures: \$463,975
- Vehicle Maintenance FY 2026 Total Budgeted Expenditures: \$263, 996
- Public Buildings FY 2026 Total Budgeted Expenditures: \$2,445,264
- Information Technology FY 2026 Total Budgeted Expenditures: \$578,419
- Sheriff's Office FY 2026 Total Budgeted Expenditures: \$6,786,615
- Jail FY 2026 Total Budgeted Expenditures: \$3,604,351
- Fire Marshal's Office FY 2026 Total Budgeted Expenditures: \$429,256
- Emergency Communications FY 2026 Total Budgeted Expenditures: \$1,741,514
- Emergency Services FY 2026 Total Budgeted Expenditures: \$7,476,355
- Medical Examiner FY 2026 Total Budgeted Expenditures: \$42,000
- Animal Control FY 2026 Total Budgeted Expenditures: \$825,776
- Planning and Inspections FY 2026 Total Budgeted Expenditures: \$640,806
- Economic Development FY 2026 Total Budgeted Expenditures: \$288,827
- Cooperative Extension FY 2026 Total Budgeted Expenditures: \$339,122
- Social Services FY 2026 Total Budgeted Expenditures: \$12,007,655
- Public Health FY 2026 Total Budgeted Expenditures: \$2,636,315
- Environmental Health FY 2026 Total Budgeted Expenditures: \$670,915
- Veterans Services FY 2026 Total Budgeted Expenditures: \$84,682
- Senior Services FY 2026 Total Budgeted Expenditures: \$928,192
- District Resource Center FY 2026 Total Budgeted Expenditures: \$260,875
- Soil and Water FY 2026 Total Budgeted Expenditures: \$232,870
- Solid Waste FY 2026 Total Budgeted Expenditures: \$2,100,101
- Arts Council FY 2026 Total Budgeted Expenditures: \$226,613
- Library FY 2026 Total Budgeted Expenditures: \$611,110
- Recreation FY 2026 Total Budgeted Expenditures: \$120,595
- Superior Court FY 2026 Total Budgeted Expenditures: \$170,801
- Insurance FY 2026 Total Budgeted Expenditures: \$1,672,240
- Contingency FY 2026 Total Budgeted Expenditures: \$350,000
- Debt Service FY 2026 Total Budgeted Expenditures: \$2,203,658
- Stokes County Schools – Current Expense FY 2026 Total Budgeted Expenditures: \$16,444,628
- Special Appropriation FY 2026 Total Budgeted Expenditures: \$684,228

Assistant County Manager Brown turned the floor back to Chairman Wood.

Chairman Wood recessed the Budget Work Session for lunch.

III. FY 26 Fire District Funds

Chairman Wood called the meeting back to order at 12:30 pm and turned the floor over to County Administration to discuss the FY 25/26 Fire District Funds. The following are the proposed rates and predicted revenues for each Stokes County Fire District:

Stokes County Service District – FY 26 Rate: \$0.09 – Total Revenue: \$3,303,011

King Fire District – FY 26 Rate: \$0.09 – Total Revenue: \$745,433

Rural Hall Fire District – FY 26 Rate: \$0.09 – Total Revenue: \$138,722

Walnut Cove Fire District – FY 26 Rate: \$0.09 – Total Revenue: \$494,140

Note that revenues do not include sales tax distribution. This plan accommodates the hiring of paid staff at each Stokes County Fire Service District fire department to address daytime responsiveness shortfalls.

In attendance at this section of the meeting was Fire Marshal Scott Aaron, Brian Booe, Bert Osteen, and Steve Roberson to discuss some disagreement with the Fire District Proposed Budget. This disagreement stemmed from reservations about the equitable funding with some departments and how it would be spent.

After discussion with the Board, the County Administration, and those in attendance from the Fire Commission, the plan was to give each fire department \$58,968, except the two departments that did not request the full amount. The remaining funds would roll into fund balance and likely go towards debt payoff. There was also discussion to have a consultant observe the county fire departments and make recommendations for future plans to the Fire Commission.

The floor was turned over to Chairman Wood and the Budget Work Session was adjourned at approximately 1:32 pm.

Olivia Jessup
Clerk to the Board

Keith Wood
Chair

STATE OF NORTH CAROLINA)
)
COUNTY OF STOKES)
)

OFFICE OF THE
COMMISSIONERS
STOKES COUNTY
GOVERNMENT
DANBURY, NORTH
CAROLINA
TUESDAY MAY 27, 2025

**Public Hearing for May 27, 2025 at 5:30 PM to discuss
the FY 25/26 Recommended Budget.**

CALL TO ORDER

Chairman Wood called the meeting to order.

INVOCATION

Chairman Wood invited those in attendance to join the Board in the Invocation, if desired.

Commissioner Cox delivered the Invocation.

PLEDGE OF ALLEGIANCE

Chairman Wood invited those in attendance to join the Board in the Pledge of Allegiance.

APPROVAL OF AGENDA

Chairman Wood entertained a motion to amend or approve tonight's agenda.

Commissioner Chandler moved to approve the agenda as presented.

Commissioner Cox seconded the motion. The motion Passed.

Public Hearing

Chairman Wood opened the floor for the public hearing for the FY 25/26 Recommended Budget at 5:32 pm.

Ryan Clark

5250 NC 772 Hwy

Madison, NC 27025

RE: Fire Department Budget

Clark discussed his support for the original Fire Department Budget as presented by the Fire Commission.

Jeff Whitaker

1914 Hall Road

Westfield, NC 27033

RE: Fire Department Budget

Whitaker discussed the successful work the fire departments had done with a recent housefire in Danbury as well as the need for a new building since their current space does not function for them well anymore.

The Board and County Administration discussed the original Fire Commission budget versus the County recommended Fire Department Budget.

ADJOURNMENT

Chairman Wood entertained a motion to adjourn.

Commissioner Chandler moved to adjourn at 6:42 pm.

Vice-Chairman Barneycastle seconded. The motion Passed.

Olivia Jessup
Clerk to the Board

Keith Wood
Chair



**Board of County Commissioners
June 9, 2025
6:00 PM**

Item number: VI.a.

Recognition of Ronnie Mendenhall

Contact: Commissioner Sonya Cox

Summary:

Former County Commissioner Ronnie Mendenhall will be recognized for his induction into the National Wrestling Hall of Fame North Carolina Chapter.

Attached is a short biography and collage of photos from the May 18, 2025, Hall of Fame Banquet where Mr. Mendenhall was officially inducted.

ATTACHMENTS:

Description	Upload Date	Type
Mendenhall Bio	6/5/2025	Cover Memo
Mendenhall Photos	6/6/2025	Cover Memo

Ron Mendenhall - A native of Danbury, North Carolina, Mendenhall began wrestling in ninth grade at South Stokes High School, where he was a two-time sectional champion. In 1974, he was named South Stokes athlete of the year and was awarded the Aubrey Lee Brooks Scholarship to attend the University of North Carolina at Chapel Hill. At UNC, Mendenhall was a member of the wrestling team and earned a bachelor's degree in Secondary Education. He later earned two master's degrees - in counseling and administration - from North Carolina A&T University.

Mendenhall began a 36-year career in education in 1980, serving in multiple roles as a teacher, coach, counselor, administrator, and superintendent. He was a principal for 12 years in Stokes County at Sandy Ridge Elementary, Nancy Reynolds Elementary, and North Stokes High School. He later served five years as Superintendent of Stokes County Schools. In 2004, he was named Stokes County Principal of the Year. In 2016, Mendenhall was elected to the Stokes County Board of Commissioners, was re-elected in 2020, and served until 2024.

In wrestling, Mendenhall coached at Southeastern Stokes Middle School from 1983 to 1988, compiling an impressive record of 100-12. As a wrestling official he was a respected figure in North Carolina high school wrestling from 1985 through 2022. Over his 38-year officiating career, he officiated 26 NCHSAA individual state tournaments, six NCHSAA dual team finals, and the prestigious Super 32 tournament. He also served for 20 years on the Piedmont Wrestling Officials Association Board of Directors and was a member of the NCHSAA Board of Directors from 2015 to 2016.

Mendenhall has received numerous honors for his service to wrestling and education. He was awarded the Dick Knox Distinguished Service Award in 2009 and named the National Federation of High School Sports (NFHS) North Carolina Wrestling Official of the Year in 2022. Known for his energy, animation, and passion for officiating, Mendenhall's philosophy was fairness and integrity. "When I called a match, I wanted the match to be decided by the wrestlers— not me. For this to happen, I had to be in the right position and know the correct application of the rules." His professionalism and commitment made him a respected leader in officiating and an effective mentor to younger officials across the state.

In addition to his induction into the North Carolina Chapter of the National Wrestling Hall of Fame, Mendenhall has been recognized for his public service. He received the Cardinal Award from Governor Pat McCrory in 2016 and the Order of the Long Leaf Pine from Governor Roy Cooper in 2024 - one of the highest civilian honors in North Carolina.





Board of County Commissioners

June 9, 2025

6:00 PM

Item number: VII.a.

Cell Tower Rezoning Request

Contact: Eric Nance, Planning and Zoning Director

Summary:

Attached is a rezoning application for a 195' monopole cellular tower at US-52-5289 E Pinnacle or 0 Marshall Smith Road. The applicant has fulfilled all requirements per Stokes County ordinance and has recommendation of approval by the Stokes County Planning Board.

ATTACHMENTS:

Description	Upload Date	Type
Cell Tower Rezoning Request	6/3/2025	Cover Memo

(Planning Board Passed unanimously)



REZONING REQUEST

By: The Towers, LLC, DFC Stokes, LLC d/b/a Vertical Bridge
RA and RA-CZ
Case# 24-1062

REQUEST: This request is by applicant The Towers, LLC d/b/a Vertical Bridge to rezone a 100'x100' Lot from 16.23 +/- acres from Residential Agricultural (RA) to Residential Agricultural Conditional Zoning (RA-CZ) at US -NC 5289 E Pinnacle, listed as Stokes County Parcels (599404539560). This request is to build a 195' monopole cellular telecommunications tower.

SITE INFORMATION:

REZONING PARCEL SIZE: Approximately 100'x100'

TOTAL PARCEL SIZE: 16.23 +/- acres

PROPOSED DISTRICT: Residential Agricultural – Conditional Zoning (RA-CZ)

FLOOD HAZARD AREA: N/A

WATERSHED DISTRICT: N/A

TOWNSHIP: Yadkin

SURROUNDING LAND USE: Surrounding land use consists of low-density residential neighborhoods with limited access to water and sewer utilities and reserved lands / conservation areas. The reserved lands / conservation area is comprised of very low-density development that includes many of the rural areas in Stokes County. This zone includes areas with very limited or no water and sewer infrastructure. Some areas within this zone could ultimately transition into the preserved lands / conservation area transect zone by expanding public lands and preserving highly sensitive natural resources.

ISSUES TO CONSIDER:

- Potential tax base increase due to expansion of Commercial Property.
- Land use, as it pertains to the Stokes County 2035 Long Range Plan.
- Is this proposal reasonable and in the best interest of the citizens of Stokes County?
- Bridges the gap in poor cellular service for Stokes County Citizens

STAFF COMMENTS:

This is a rezoning from RA (Residential Agricultural) to RA-CZ (Residential Agricultural-Conditional Zoning) for the construction of a new cell tower to be located at **US-NC-5289 (0 Marshall Smith Rd)**, tax parcel **(599404539560)**. I see no problem with this request in that the expansion of the property for a cell tower would be beneficial to the county and emergency services as well as service for our county citizens, local business, and tourism. This proposal supports the Stokes County 2035 comprehensive plan because it addresses the concern for the lack of cell service in Stokes County, as was stated by Stokes County citizens in the comprehensive plan. This proposal provides a potential tax base increase due to the expansion of Commercial Property and appears to be reasonable and in the public interest.

PUBLIC INFORMATION MEETING:

See Packet

STATEMENT OF LAND USE

The Stokes County 2035 Comprehensive Plan identifies portions of the county through the Land Use Transect methodology, which shows transition zones between rural areas and more urbanized areas of the county. The proposed rezoning is best described as being in the O2 transect zone identified as **(low-density residential neighborhoods)** with limited access to water and sewer utilities and **(reserved lands / conservation areas)**. The reserved lands / conservation area is comprised of very low-density development that includes many of the rural areas in Stokes County. This zone includes areas with very limited or no water and sewer infrastructure. Some areas within this zone could ultimately transition into the **(preserved lands / conservation area transect zone)** by expanding public lands and preserving highly sensitive natural resources.

STATEMENT OF CONSISTENCY AND REASONABLENESS

I have included example Statements of **Consistency** and **Reasonableness** supporting the request and opposing the request for your review. The Board must determine if the rezoning petition meets the requirements of the Stokes County 2035 Comprehensive Plan as to its consistency with the current development patterns and to the appropriateness of the request regarding the guide. **Please make all motions for approval or disapproval referencing the petitions of consistency or non-consistency with the Stokes County 2035 Comprehensive Plan.**

Statements of Consistency and Reasonableness

Sample Motions

Sample Motion 1 – (Is Consistent)

I _____ make a motion to approve rezoning request #24-1062 to rezone a 100'x100' footprint from 16.23 +/- acres from RA (Residential Agricultural) zoning district to RA-CZ (Residential Agricultural Conditional Zoning) for a 195' monopole cellular telecommunications tower. This request is reasonable and of public interest because of the potential tax base increase of commercial property, it bridges a gap in cellular service for our citizens, and is consistent with the Stokes County 2035 plan.

Sample Motion 2– (Not Consistent)

I _____ make a motion to disapprove rezoning request #24-1062 to rezone 100'x100' footprint from 16.23 +/- acres from RA (Residential Agricultural) zoning district to RA-CZ (Residential Agricultural Conditional Zoning) for a 195' monopole cellular telecommunications tower. This request is not reasonable and in the public interest of Stokes County Citizens because it is not a reasonable request and is not consistent with the Stokes County 2035 plan pertaining to land use.

STOKES COUNTY CONDITIONAL REZONING APPLICATION

Petition # _____
Date Filed: _____
Received By: _____
Office Use Only

Applicant: The Towers, LLC d/b/a Vertical Bridge

Site Name: US-NC-5289 E Pinnacle

OWNERSHIP INFORMATION:

Property Owner: James F. Reynolds & Janet B. Reynolds

Owner's Address: 1080 Rocky River Walk Road, King, NC 27021

Deed Book/ Page: Book 332, Page 1891 Parcel Identification Number(s): 599404-53-9560

LOCATION OF PROPERTY (Address or Description): TBD Rocky River Walk Road (please see drawings provided for detailed location information)

Size (Sq. Ft. or Acres): Parent parcel: 16.23 acres
Lease area: 10,000 sq ft Date of Public Information Meeting: July 13, 2024

ZONING INFORMATION:

Current Zoning District: R-A Residential-Agricultural Proposed Zoning District: R-A Residential-Agricultural with Wireless Telecommunications Facility

Purpose of Request: The Towers, LLC wireless telecommunication tower facility including a 195' self-supporting lattice tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area. Please see drawings provided.

Faulk & Foster (contact: Ralph Wyngarden)
Name of Agent

PO Box 1371, West Monroe, LA 71294-1371

Agent's Address
ralph.wyngarden@faulkandfoster.com
616-490-9804

Telephone Number _____ Fax Number _____

Please see Option and Lease agreement provided.

Government Approvals are addressed in paragraph 1(a).

Signature of Property Owner if other than Petitioner


Agent Signature

The Towers, LLC d/b/a Vertical Bridge
(contact: Victoria Farmer)
Name of Petitioner(s)

750 Park of Commerce Dr, Suite 200, Boca Raton, FL 33487

Address of Petitioner(s)
Victoria.Farmer@verticalbridge.com
423-802-7847

Telephone Number _____ Fax Number _____

Victoria Farmer
Signature



STOKES COUNTY

1014 Main St • Danbury, NC 27016 • 336 593-2439

Permit Type: Conditional Zoning Request
Site Address: 599404539560
Work Valuation: \$0.00

Permit No.: 24-1062

Approved Date: 10/21/24

Expiration Date: 04/21/25

For inspections, call Stokes County Planning Department (336) 593-2439 or (336) 593-2444

24-1062

Owner Information:

THE TOWERS, LLC (VERTICAL BRIDGE)
0 MARSHALL SMITH RD
KING NC 27021
(423) 802-7847

Contractor Information:

Tenant Information:

Work Description/Requirement:

PROPERTY IN THE NAMES OF JAMES & JANET REYNOLDS
RA TO RA WITH WIRELESS TELECOMMUNICATIONS FACILITY

INCLUDING A 195' SELF SUPPORTING LATTICE TOWER WITH 4' LIGHTING ROD WITH VERIZON WIRELESS ANTENNAS AT A 190' CENTERLINE & VERIZON WIRELESS EQUIPMENT WITHIN A 75'X75' FENCED COMPOUND IN A 100'X100' LEASE AREA

Fee Description:

Conditional Zoning Permit Fee	\$980.00		
TOTAL FEE:	\$980.00	PAID:	\$0.00

RECEIPT		DATE	No.
RECEIVED FROM		10/21/24	272134
Faulk & Foster			\$ 980.00
Nine hundred eighty & 00/100			DOLLARS
FOR RENT			
FOR Permit # 24-1062			
ACCOUNT		<input type="radio"/> CASH	CK# 343074
PAYMENT	980 00	<input checked="" type="radio"/> CHECK	FROM _____ TO _____
BAL. DUE	0	<input type="radio"/> MONEY ORDER	BY B. Juran
		<input type="radio"/> CREDIT CARD	

0 MARSHALL SMITH RD

THIS PERMIT MUST BE POSTED AT THE ABOVE WORK ADDRESS AT ALL TIMES

Signature: _____

Date: 10/21/24

Approval: B. Juran



Stokes County

NOTICE OF A PENDING REZONING ACTION

Dear property owner:

A Petition to amend the **Zoning Map of Stokes County** has been filed by The Towers, LLC d/b/a Vertical Bridge to rezone a 100' x 100' section of property from **RA (Residential Agricultural)** to **RA-CZ (Residential Agricultural Conditional Zoning)** for a **195-foot monopole cell tower**. The property is located at US-NC-5289 E PINNACLE (0 MARSHALL SMITH RD) the parent parcel is described as a 16.23 +/- acre tract, tax parcel **599404539560** in Deed Book 332 and Page 1891 in Yadkin Township.

A copy of the proposal is available for review at the Stokes County Planning and Community Development Department located on the third floor of the Ronald Wilson Reagan building in Danbury, NC.

The **Stokes County Planning Board** will hold a public meeting to review this petition on, **May 29th, 2025 @ 6:00 pm** in the Ronald Wilson Reagan Building (Administrative Building) 2nd floor, Commissioners Chambers located (Upper level) to the right of the Government Center in Danbury, NC. A public notice will be posted at the premises at least (7) days before the public hearing, and a legal advertisement will appear in a Stokes County newspaper prior to the public hearing.

The Stokes County Board of Commissioners will hold a public hearing and review the recommendation of the Planning Board in consideration of making a final decision on **Monday, June 9th, 2024, at 6:00 p.m.** The hearing will take place at the Ronald Wilson Reagan Building (Administrative Building) located (upper level) to the right of the Government Center in Danbury, NC.

This notice is being sent to you because your property is either included in this request or it is adjacent to or is located directly across a street or road front the property proposed for a zoning classification amendment. Changes may occur in the proposal based on comments received at the meeting. The public is invited to be present at this meeting.

If you have any questions concerning this petition, please contact the **Planning and Community Development Department** at 336-593-2408 or 336-593-2439 or by email at enance@co.stokes.nc.us.

Public information Meeting Report

A public information meeting as required by Stokes County Zoning Ordinance Section 132.2 was held onsite from 1:00 pm-2:00 pm during the balloon test on Saturday, July 13, 2024. Notification was provided in conjunction with the notification for the balloon test (please see those exhibits).

Attendees:

- Michael Gould from Gould Digital Imaging on behalf of applicant (conducting balloon test)
- Marc Samko from Colliers Engineering & Design on behalf of applicant
- David Sudderth on behalf of Stokes County consultant
- Stanley Ellis Smith of 1724 Gentry Farm Road (only member of public to attend)

Marc Samko indicated their only question from Stanley Ellis Smith was about health risks which he was able to alleviate. He also provided his card in case they had any additional questions or comments. Please see attached email meeting summary.

Additional Contacts:

As a result of the notification we also received calls from and corresponded with the following individuals who did not attend the meeting (neither one is a property owner within 1500 feet):

- Cindy Beasley
- Fredricka Cecile, 1741 Marshall Smith Road

Their requests were informational in nature. Copies of email correspondence are attached.

EXHIBIT O

Ralph Wyngarden

From: Marc Samko <Marc.Samko@collierseng.com>
Sent: Monday, July 15, 2024 11:11 AM
To: michael@goulddigitalimaging.com; Ralph Wyngarden; 'Victoria Farmer'; Sam Bryant
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

Hi Mike –

Pleasure to meet you on Saturday as well and thank you for the clarification.

Thank you.

Marc Samko

Geographic Discipline Leader | Telecom

Colliers Engineering & Design

marc.samko@collierseng.com

Direct: 856 242 2009 | Cell: 312 498 4627 | Main: 877 627 3772

colliersengineering.com | [affiliated authorized entities](#)



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From: michael@goulddigitalimaging.com <michael@goulddigitalimaging.com>
Sent: Monday, July 15, 2024 9:48 AM
To: Marc Samko <Marc.Samko@collierseng.com>; 'Ralph Wyngarden' <ralph.wyngarden@faulkandfoster.com>; 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; Sam Bryant <sam.bryant@collierseng.com>
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

This Message originated outside your organization.

Good morning Mark,

It was nice to meet you on Saturday! It was a lovely day for a balloon test! Hey, one quick correction; David Sudderth is the name of Jackie's representative who was with us on Saturday. Super nice guy. I should have the balloon test report and simulations completed by the end of the day.

Thank you,

Michael

Michael Gould



885 Woodstock Road
Suite 430-309
Roswell, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com

From: Marc Samko <Marc.Samko@collierseng.com>

Sent: Monday, July 15, 2024 10:33 AM

To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>; michael@goulddigitalimaging.com; 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; Sam Bryant <sam.bryant@collierseng.com>

Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

Hi All –

I wanted to provide a brief update as to the community meeting that took place on Saturday from 1pm-2pm.

I was in attendance along with Eric Nance, J Hick's representative.

Only 1 neighbor came out and it was the Smith family (SMITH STANLEY ELLIS) there only question was about health risks which I was able to alleviate. I also provided my card in case they have any additional questions and/or comments.

Eric Nance, J Hick's representative stated that the height variance that is being requested would need to have Verizon RF documentation to show the need for the tower height.

Please let me know if you have any questions and or comments.

Thank you.

Marc Samko

Geographic Discipline Leader | Telecom

Colliers Engineering & Design

marc.samko@collierseng.com

Direct: 856 242 2009 | Cell: 312 498 4627 | Main: 877 627 3772

colliersengineering.com | [affiliated authorized entities](#)



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From: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Sent: Wednesday, June 26, 2024 11:50 AM
To: michael@gouldigitalimaging.com; 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; Marc Samko <Marc.Samko@collierseng.com>; Sam Bryant <sam.bryant@collierseng.com>
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

This Message originated outside your organization.

I'm fine with Michael's suggestion below if that is ok with the landowner. Usually these are come and go open house style affairs without much traffic at any given time.

If the suggestion below is not ok with the land owner then I think there are some church and school options about a mile south on Chestnut Grove Road.

The Stokes County ordinance does not require the community meeting to be onsite or in view of the balloon. If held in a different location than advertised we'd just need an extra person on site to stand by the sign for an hour and redirect anyone who stops by to the alternate location.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

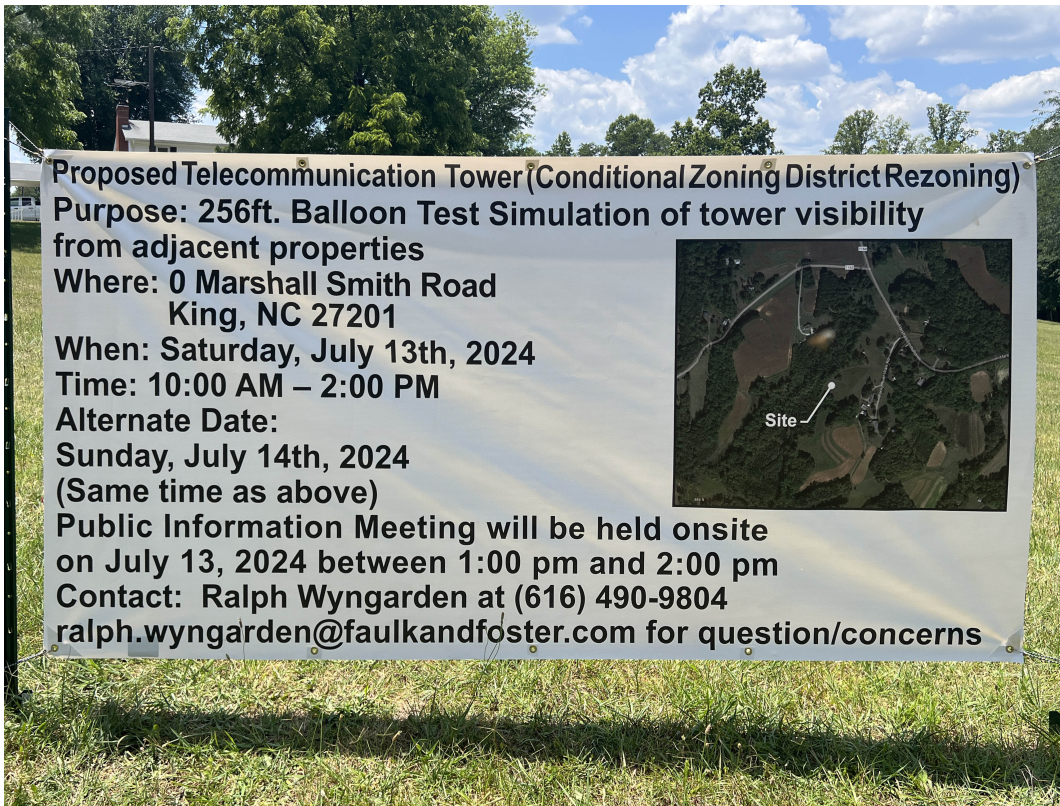
Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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From: michael@gouldigitalimaging.com <michael@gouldigitalimaging.com>
Sent: Wednesday, June 26, 2024 12:38 PM
To: 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; 'Marc Samko' <Marc.Samko@collierseng.com>; 'Sam Bryant' <sam.bryant@collierseng.com>
Cc: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

So does the sign...



I would suggest to whoever is holding this Public Information Meeting to bring a tailgating tent and a few chairs and set up right by the sign, just off the road. There's room to park in the grass on the side of the road for anyone who comes by. I anticipate 0 to 3 people coming... If more than that come, they'll figure it out.

My two cents...

From: michael@goulddigitalimaging.com <michael@goulddigitalimaging.com>

Sent: Wednesday, June 26, 2024 11:12 AM

To: 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; 'Marc Samko' <Marc.Samko@collierseng.com>; 'Sam Bryant' <sam.bryant@collierseng.com>

Cc: 'Ralph Wyngarden' <ralph.wyngarden@faulkandfoster.com>

Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

FYI,

The newspaper ad and mailing both state in part: *A Public Information Meeting will be held onsite July 13th between 1:00 pm and 2:00 pm.*

The letters were mailed yesterday.

Michael

Michael Gould



885 Woodstock Road
Suite 430-309
Roswell, GA 30075

Ralph Wyngarden

From: Ralph Wyngarden
Sent: Monday, October 14, 2024 8:16 AM
To: Cindy Beasley
Subject: RE: Proposed Cell Tower on Marshall Smith Road

Hi Cindy,

The proposed tower height has been reduced to 195' with 4' lightning rod in order to avoid the need for FAA required tower lighting. The application has not been filed yet. We anticipate filing it soon in order to get on the November 21 Planning Board and December 3 County Commission agendas.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

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Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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From: Cindy Beasley <beasleyclmag@yahoo.com>
Sent: Sunday, October 13, 2024 9:12 PM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Hi - any news on the tower yet?

Cindy Beasley

On Thursday, July 18, 2024 at 10:23:28 PM EDT, Cindy Beasley <beasleyclmag@yahoo.com> wrote:

Thanks Ralph. Appreciate all the info.

Cindy

On Wednesday, July 17, 2024 at 10:46:20 AM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

Hi Cindy,

Just one neighbor stopped by.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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From: Cindy Beasley <beasleyclmag@yahoo.com>
Sent: Wednesday, July 17, 2024 8:57 AM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Thank you Ralph. This was very informative. How was the turnout?

Cindy Beasley

On Tuesday, July 9, 2024 at 11:08:28 PM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

Good evening,

It was a pleasure speaking with you today. I've attached a set of drawings with details regarding the site. Please let me know if you have any further questions. Thanks.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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Ralph Wyngarden

From: Ralph Wyngarden
Sent: Friday, July 12, 2024 2:26 PM
To: FREDRICKA CECILE
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Hi Fredricka,

Thanks for your email. Marc Samko will be at this location by the sign by the street from 1pm to 2pm tomorrow to answer questions.

I had planned to be there but had to cancel because my wife just had emergency surgery to remove her gall bladder.

The site was selected to meet service objectives for Verizon Wireless. Their radio frequency engineers gave us a small target area and ground elevation and we needed to find a parcel in that limited area with a willing landowner, large enough to meet setbacks and zoning requirements, constructable, served by adequate utilities, etc.

Best Regards,

Ralph Wyngarden, Sr. Zoning Specialist
Cell: 616-490-9804
Faulk & Foster
Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

From: FREDRICKA CECILE <bobotimes61@aol.com>
Sent: Friday, July 12, 2024 12:49:57 PM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Received information and made as much of it as I could.

What I could observe:

This is Pinnacle but I not going to change the name of it because the site proposal was 1/12/24. We are in the city of King. You put the police department and King Fire department in your plan. I suggest the next time you do a project you might ask the homeowner where they are located at. Why did you pick this location?
Did say 1;00 OR 2;00? My colon is not working.
My Daughter says you need one in Mt. Airy.
Thanks for sending the information.

On Tuesday, July 9, 2024 at 11:09:00 PM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

Good evening,

It was a pleasure speaking with you today. I've attached a set of drawings with details regarding the site. Please let me know if you have any further questions. Thanks.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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Ralph Wyngarden

From: Ralph Wyngarden
Sent: Saturday, July 13, 2024 11:23 AM
To: FREDRICKA CECILE
Subject: Re: Automatic reply: Proposed Cell Tower on Marshall Smith Road

Thanks so much.

Best Regards,

Ralph Wyngarden, Sr. Zoning Specialist
Cell: 616-490-9804
Faulk & Foster
Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

From: FREDRICKA CECILE <bobotimes61@aol.com>
Sent: Saturday, July 13, 2024 9:30:35 AM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Automatic reply: Proposed Cell Tower on Marshall Smith Road

Just want to say that I am thinking of you and your wife at a time like this. I was glad that you were there for her. Sorry that she had to have surgery. Hope she is doing well.

If I said anything that offended you in my E-mail, please don't think I meant to. Your plans are explicit.

I went to Verizon before I knew about this plan. Have been looking to get Internet from them. I have a land line phone that I have had for years. It has served me well.

Thank you for your instant response when I e-mail you.

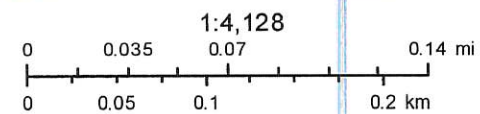
Hope to meet you some day. But you are exactly where you need to be right now.

On Friday, July 12, 2024 at 12:50:02 PM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

I'm temporarily unavailable due to a family emergency. I'll respond as soon as I can.



February 14, 2024



Property Summary

Tax Year: 2024

REID	30068	PIN	5994-53-9560	Property Owner	REYNOLDS, JAMES F JR;REYNOLDS, JANET B
Location Address	0 MARSHALL SMITH RD	Property Description		Owner's Mailing Address	1080 ROCKY RIVER WALK RD KING NC 27021

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	9/13/1988	Total Appraised Land Value	\$90,600
Old Map #	NONE	Deed Book	000332	Total Appraised Building Value	
Market Area	9888	Deed Page	01891	Total Appraised Misc Improvements Value	
Township	YADKIN	Revenue Stamps		Total Cost Value	\$90,600
Planning Jurisdiction	STOKES	Package Sale Date		Total Appraised Value - Valued By Cost	\$90,600
City		Package Sale Price		Other Exemptions	
Fire District	SERVICE FIRE	Land Sale Date		Exemption Desc	
Spec District	EDU DEBT/BLDG FUND,SCHOOL OPERATING EXP	Land Sale Price		Use Value Deferred	
Land Class	VACANT	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	0	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$90,600
Acreage	16.23	Total Living Area	0		
Permit Date		Total Gross Leasable Area	0		
Permit #					

Photograph

No Photo Found

Building Summary

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
0	1	UNITS	STORAGE	\$17.50		1950	80	0	0		

Total Misc Improvements Value Assessed:

Land Summary

Land Class: VACANT			Deeded Acres: 16.23			Calculated Acres: 16.16		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value	
R-A	OTHER - FOR	WOOD LAND ACRE	16.23 BY THE ACRE PRICE	\$15,500	0.48	TOPOGRAPHY-75.00	\$90,600	

Total Land Value Assessed: \$90,600

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	REYNOLDS, JAMES F JR/ REYNOLDS, JANET B	DEED	100	0		000332	01891	9/13/1988

Notes Summary

Building Card	Date	Line	Notes
P	1/2/2016	1	SPLIT FROM PARCEL 5994-04-53-9558 FOR 2016
P	1/1/2016	3	THIS PARCEL WAS DIVIDED
P	10/19/2015	2	TMAP [79-6]

PUBLIC NOTICE

Notice is hereby given that the Stokes County Board of Commissioners will hold a Public Hearing and Meeting on Monday, June 9th, 2025, at 6:00 p.m. in the Commissioners Chambers (second floor) in Danbury NC located at 1014 Main Street, Danbury NC 27016 in the Ronald Wilson Reagan Memorial Building (Administrative Offices) which is located (upper level) to the right of the Government Center. The public is invited to attend this meeting. The Board will hear the following request:

REZONING REQUEST:

Request #24-1062 by applicant The Towers, LLC d/b/a Vertical Bridge to rezone a 100'x100' Lot on 16.23 +/- acres from Residential Agricultural (RA) to Residential Agricultural Conditional Zoning (RA-CZ) located at (US-NC-5289 E PINNACLE) (0 MARSHALL SMITH RD) Listed as Stokes County Parcel (599404539560). This request is to build a 195' monopole cellular telecommunications tower.

Olivia Jessup
Clerk to Board of
Commissioners

**If you have any questions,
please contact:**

Eric Nance
Planning Director
Telephone# 336-593-2408
E-mail:
enance@co.stokes.nc.us

PUBLISH: 5-29, 6-5-25
275240

RECEIPT/ORDER CONFIRMATION



The Mount Airy News • The Stokes News • The Carroll News • The Tribune • The Yackin Ripple
On The Vine • Mayberry Magazine • Graphic Design Services • Newspaper Websites

BILLING DATE:

ACCOUNT NO:

5/20/2025

MTA20091494

P. O. Box 1630
Greeneville, TN 37744

AMOUNT DUE UPON RECEIPT

Stokes County Planning Dept.
PO Box 20
Danbury, NC 27016

AD#	DESCRIPTION	START	STOP	PUBS	TIMES	AMOUNT
275240	PUBLIC NOTICE Notice is hereby given tha	5/29/2025	6/5/2025	STKI, STKN	4.00	\$478.25

Discount: \$0.00
Surcharge: \$0.00
Credits: \$0.00

Gross: \$478.25
Paid Amount: \$0.00
Amount Due: \$478.25

We Appreciate Your Business!



WATERFORD

Radio Frequency Emissions Compliance Report for Verizon Wireless

Site Name: E PINNACLE

Site Structure Type: Self-Support Tower

Address: 0 Marshall Smith Rd
King, CA 27201

Latitude: 36.334191

Longitude: -80.372049

Report Date: January 10, 2025

Project: Modification

Compliance Statement

Based on information provided by Verizon Wireless and predictive modeling, the **E PINNACLE** installation proposed by Verizon Wireless will be compliant with Radiofrequency Radiation Exposure Limits of 47 C.F.R. §§ 1.1307(b)(3) and 1.1310. RF alerting signage and restricting access to the antenna to authorized personnel that have completed RF safety training is required for Occupational environment compliance. The proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent buildings.

Certification

I, Tim Alexander, am the reviewer and approver of this report and am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation, specifically in accordance with FCC's OET Bulletin 65. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.



SIGNED, 10 JAN 2025

General Summary

The compliance framework is derived from the Federal Communications Commission (FCC) Rules and Regulations for preventing human exposure in excess of the applicable Maximum Permissible Exposure ("MPE") limits. At any location at this site, the power density resulting from each transmitter may be expressed as a percentage of the frequency-specific limits and added to determine if 100% of the exposure limit has been exceeded. The FCC Rules define two tiers of permissible exposure differentiated by the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure. General Population / Uncontrolled exposure limits apply to those situations in which persons may not be aware of the presence of electromagnetic energy, where exposure is not employment-related, or where persons cannot exercise control over their exposure. Occupational / Controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment, have been made fully aware of the potential for exposure, and can exercise control over their exposure. Based on the criteria for these classifications, the FCC General Population limit is considered to be a level that is safe for continuous exposure time. The FCC General Population limit is 5 times more restrictive than the Occupational limits.

Report Preparer: Mohamed Ahmed

EXHIBIT T

Eric Nance, Planning Director
Stokes County Planning & Inspections
1014 Main Street
Danbury, NC 27016

Site Name: E Pinnacle

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") proposes to place its antennas at a 190' centerline on a proposed 195-foot The Towers, LLC d/b/a Vertical Bridge self-support tower and its associated ground equipment within a 75'x75' fenced compound on parcel # 599404-53-9560 owned by James F. Reynolds, Jr. & Janet B. Reynolds.

In response to Stokes County Zoning Ordinance, Appendix B, Application Requirements for a New Tower, Section 1.C.9, Verizon Wireless confirms it will "expeditiously remedy any physical or RF interference with other telecommunications or wireless devices or services" to the extent such interference is caused by Verizon Wireless.

Respectfully submitted,

Cellco Partnership d/b/a Verizon Wireless

By: David Brown

David Brown
Associate Director, System Performance

Date: 12/18/2024

EXHIBIT S

Table 1: FCC Limits

Frequency (MHz)	Limits for General Population/ Uncontrolled Exposure		Limits for Occupational/ Controlled Exposure	
	Power Density (mW/cm ²)	Averaging Time (minutes)	Power Density (mW/cm ²)	Averaging Time (minutes)
30-300	0.2	30	1	6
300-1500	f/1500	30	f/300	6
1500-100,000	1.0	30	5.0	6

f=Frequency (MHz)

In situations where the predicted MPE exceeds the General Population threshold in an accessible area as a result of emissions from multiple transmitters, FCC licensees that contribute greater than 5% of the aggregate MPE share responsibility for mitigation.

Based on the computational guidelines set forth in FCC OET Bulletin 65, Waterford Consultants, LLC has developed software to predict the overall Maximum Permissible Exposure possible at any location given the spatial orientation and operating parameters of multiple RF sources. The power density in the Far Field of an RF source is specified by OET-65 Equation 5 as follows:

$$S = \frac{EIRP}{4\pi R^2} \text{ (mW/cm}^2\text{)}$$

where EIRP is the Effective Radiated Power relative to an isotropic antenna and R is the distance between the antenna and point of study. Additionally, consideration is given to the manufacturers' horizontal and vertical antenna patterns as well as radiation reflection. At any location, the predicted power density in the Far Field is the spatial average of points within a 0 to 6-foot vertical profile that a person would occupy. Near field power density is based on OET-65 Equation 20 stated as

$$S = \left(\frac{180}{\theta_{BW}} \right) \cdot \frac{100 \cdot P_{in}}{\pi \cdot R \cdot h} \text{ (mW/cm}^2\text{)}$$

where P_{in} is the power input to the antenna, θ_{BW} is the horizontal pattern beamwidth and h is the aperture length.

Some antennas employ beamforming technology where RF energy allocated to each customer device is dynamically directed toward their location. In the analysis presented herein, predicted exposure levels are based on all beams at full utilization (i.e. full power) simultaneously focused in any direction. As this condition is unlikely to occur, the actual power density levels at ground and at adjacent structures are expected to be less than the levels reported below. These theoretical results represent maximum-case predictions as all RF emitters are assumed to be operating at 100% duty cycle.

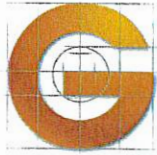
For any area in excess of 100% General Population MPE, access controls with appropriate RF alerting signage must be put in place and maintained to restrict access to authorized personnel. Signage must be posted to be visible upon approach from any direction to provide notification of potential conditions within these areas. Subject to other site security requirements, occupational personnel should be trained in RF safety and equipped with personal protective equipment (e.g. RF personal monitor) designed for safe work in the vicinity of RF emitters. Controls such as physical barriers to entry imposed by locked doors, hatches and ladders or other access control mechanisms may be supplemented by alarms that alert the individual and notify site management of a breach in access control. Waterford Consultants, LLC recommends that any work activity in these designated areas or in front of any transmitting antennas be coordinated with all wireless tenants.

Analysis

Verizon Wireless proposes the following installation at this location:

- INSTALL (12) ANTENNA(s), (8) RRH(s)

The antennas will be mounted on a 256' Tower, the values of the antennas rad center of all sectors (190') above ground level. Proposed antenna operating parameters are listed in Appendix A. Other appurtenances such as GPS antennas, RRUs and hybrid cable below the antennas are not sources of RF emissions. No other antennas are known to be operating in the vicinity of this site.



GOULD
DIGITAL IMAGING

Subject: Notification of Balloon Test
Vertical Bridge REIT, LLC Site: East Pinnacle US-NC-5289
0 Marshall Smith Road
King, NC 27201
(Stokes County)

Dear Property Owner or Resident:

Gould Digital Imaging, LLC has been contracted by Vertical Bridge REIT, LLC to complete a Balloon Test per the Stokes County, NC Wireless Communications Ordinance for a proposed 256-ft AGL (261-ft overall with appurtenances/lightning rod) self-support communications tower to be located at 0 Marshall Smith Road, King, NC 27201 (Stokes County). Pursuant to the Stokes County, NC Wireless Communications Ordinance, the applicant (Vertical Bridge REIT, LLC) is required to conduct a Balloon Test at the proposed tower location to simulate the maximum height of the proposed structure and to inform the Planning Department and abutting property owners in writing of the date and times, including alternate date and times, of the test at least 14 days in advance of the test date.

Gould Digital Imaging will be deploying an approximately 10-ft long x 5-ft diameter brightly colored blimp from **10 am to 2 pm EDT on Saturday, July 13, 2024** at the site of the proposed tower. In the case of poor visibility or winds in excess of 15 mph, the secondary alternate date for the balloon test is Sunday, July 14, 2024 from 10 am to 2 pm EDT. The top of the blimp will reach a height of 261-ft above ground level (AGL) to simulate the height of the proposed tower. The approximate coordinates of the proposed tower location and balloon test are as follows:

0 Marshall Smith Road, King, NC 27201

Parcel 599404-53-9560

Latitude: N 36° 20' 03.63" (NAD 83)
Longitude: W 80° 22' 17.80" (NAD 83)

Contact information is as follows:

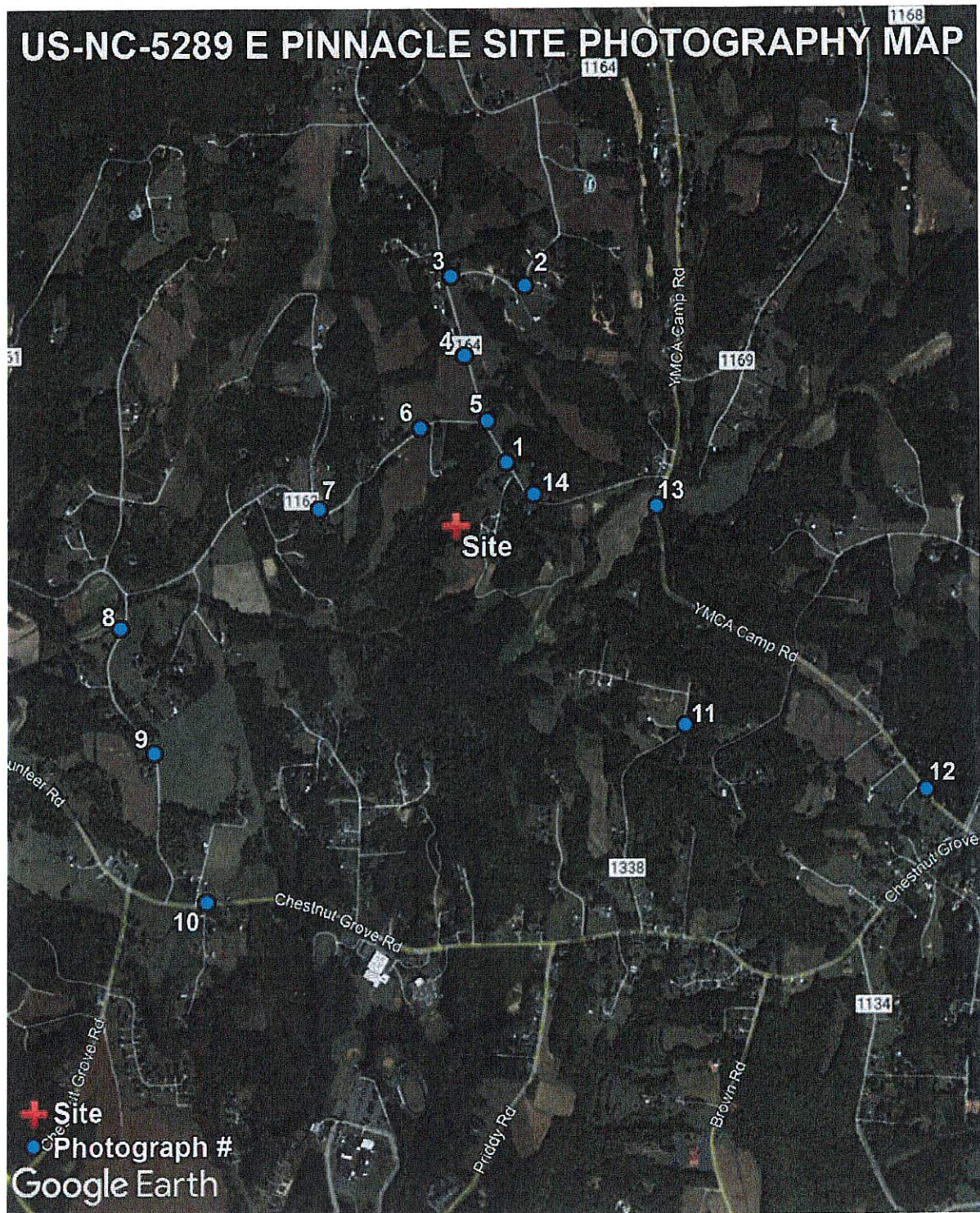
Ralph Wyngarden | Sr. Zoning Specialist
Cell 616.490.9804
Faulk & Foster | www.faulkandfoster.com
PO Box 1371, West Monroe, LA 71294-1371
ralph.wyngarden@faulkandfoster.com

Sincerely,

Michael D. Gould
Gould Digital Imaging, LLC

EXHIBIT L

US-NC-5289 E PINNACLE SITE PHOTOGRAPHY MAP



Compliance Requirement Diagram (Access Location)

N/A

Recommendations

Verizon Wireless Access Location

This site is compliant.



Figure 3: Mitigation Recommendations

Eric Nance, Planning Director
Stokes County Planning & Inspections
1014 Main Street
Danbury, NC 27016

Site Name: E Pinnacle

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") proposes to place its antennas at a 190' centerline on a proposed 195-foot The Towers, LLC d/b/a Vertical Bridge self-support tower and its associated ground equipment within a 75'x75' fenced compound on parcel # 599404-53-9560 owned by James F. Reynolds, Jr. & Janet B. Reynolds.

Permanent relief is requested from the flush mounting requirements in Stokes County Zoning Ordinance, Appendix B, Application Requirements for a New Tower, paragraph 6.e as well as Visibility and Aesthetics, paragraph 6.

Flush mounting is impractical:

- This site addresses both coverage and capacity objectives to serve homes, schools, businesses, communities, and rural areas in this part of southwestern Stokes County
- There is a major gap in current coverage due to high intersite distance between neighboring sites.
- A design using a four sector configuration with flexible azimuths is ideal to for the network design. Flush mounting would limit Verizon to fixed azimuths that cannot be adjusted as needed.
- Flush mounting would reduce the amount and type of antennas that can be accommodated at one centerline. Verizon may be required to lease more than one centerline.
- With each provider needing more than one centerline to meet objectives, prime space will be more quickly used up and unavailable for future co-location.
- Flush mounting would also eliminate space for remote radio units (RRUs) behind the antennas. Space is needed both for the units themselves and for access to the units for maintenance and repair.

Respectfully submitted,

Cellco Partnership d/b/a Verizon Wireless

By: _____


Saumilkumar Patel
Sr. RF Design Engineer

Date: _____

4/23/2025

EXHIBIT U

Carolina Telecommunications Services, LLC

E-Mail: hicksja@carolinatelecomservices.com

2917 CARRIAGE MEADOWS DRIVE, WAKE FOREST, NORTH CAROLINA 27587

Phone: (919) 622-5448

May 19, 2025

Sent via E-Mail this Date

Re: Vertical Bridge application to
construct a new monopole tower
located at US-NC-5289 East Pinnacle,
King in Stokes County, NC Tax
PIN#599404-53-9560

Eric Nance
Planning Director
Stokes County
P.O. Box 20
Danbury, NC 27016

Subject: Recommendation Report

Dear Mr. Nance:

Vertical Bridge has submitted an application prepared by Ralph Wyngarden requesting to construct a new one hundred & ninety-five (195') foot monopole tower with a four (4') foot lightning rod (total height of 199' feet) located at US-NC-5289 East Pinnacle, King in Stokes County, NC Tax PIN#599404-53-9560. The structure will be located within a 75' ft. x 75' ft. fenced compound within a 100' ft. x 100' ft. leased area.

Verizon Wireless's network objective is to address a coverage gap between its sites along US Hwy 52 at Pinnacle and King to the west and south, its site to the north on Sauratown Mountain, and its site to the southeast near NC Hwy 66 and William Fowler Road. The proposed site will provide service to the rural areas along YMCA Camp Rd, Fred Merritt Rd, Marshall Smith Rd, Edwards Farm Rd, Gentry Farm Rd, and Badgett Rd. It will also provide service to the more densely populated areas along Chestnut Grove Rd as well as West Stokes High School and Chestnut Grove Middle School.

We have reviewed the application and have determined that Vertical Bridge has complied with the Stokes County Zoning Ordinance, Appendix B, Wireless Telecommunication Requirements and Guidelines and we thus recommend the approval of the application with the following considerations and conditions:

Vertical Bridge has respectfully requested timing waivers on the following items and they will be submitted prior to the issuance of the Building Permit:

- A site-specific structural and foundation analysis, certified by a NC Registered P.E.
- A certificate of total cost of construction and cost of associated equipment at the facility
- The name of the NC licensed contractor.
- The Geo Technical Report.

1. The 195' monopole shall have a finished height of no more than 195' above pre-construction grade.
2. The monopole shall be completely constructed and ready for use no later than 24 months from the date of the Conditional Zoning Permit or the Permit shall be deemed to have expired and of no use or effect.
3. Once Vertical Bridge has met all the conditions of the building permit and all requirements of the Stokes County Zoning Ordinance, Appendix B, Wireless Telecommunication Requirements and Guidelines and a building permit is issued, they must notify the County's consultant if an inspection is required which is not performed by the County.
4. At the completion of construction, the Applicant must notify the County's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection a recommendation to issue a Certificate of Completion shall be made.
5. Verizon Wireless shall not be permitted to actually provide service commercially until the Certificate of Completion or its functional equivalent is issued or risk forfeiting its Permit.

This constitutes our recommendation to the County as regards the issuance of a Conditional Zoning Permit, including conditions, Vertical Bridge for this proposed site. If you have questions, please contact me at (919) 622-5448.

Sincerely,

Jackie B. Hicks

Jackie B. Hicks



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205020-016032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Free; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation. - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we The Towers, LLC,
 a corporation duly organized under the laws of the State of DE, as Principal and
The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
Stokes County as Obligee, in the amount of
Seventy Five Thousand and 00/100 Dollars (\$ 75,000.00) for the
 payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being
 limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection
 of a wireless communication tower located at US-NC-5289 E Pinnacle, 0 Marshall Smith Road, King, NC 27201.
 Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or
 relocation of the tower from the aforementioned address within 30 days upon receipt of written notice
 from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this
 obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any
 default on the part of the Principal, a written statement of the particular facts of such default shall
 be, within Thirty (30) days, delivered to Surety at it Home Office located at
175 Berkeley Street, Boston, MA 02116
 by registered mail to the Surety and the Surety shall not be obligated to perform Principals
 obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail
 or overnight courier service to Stokes County Planning & Inspections, 1014 Main Street, Danbury, NC 27016
 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the
 effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the
 action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the
 Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the
 Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under
 this bond.

Signed, sealed, and witnessed this 1st day of October, 2024.

Simon Dyer
 Witness



The Towers, LLC
 Principal

By: Mark W. Edwards, II

The Ohio Casualty Insurance Company
 Surety

By: Mark W. Edwards, II
 Mark W. Edwards, II, Attorney-In-Fact



October 18, 2024

Julie Potter, Office Manager
Stokes County Planning & Inspections
1014 Main Street
Danbury, NC 27016

336-593-2439

Applicant: The Towers, LLC, a Delaware Limited Liability Company, d/b/a Vertical Bridge

RE: Conditional Rezoning Fee

Site Name: US-NC-5289 East Pinnacle

Project: The Towers, LLC wireless telecommunications tower site including a 195' self-supporting lattice tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area.

Address: TBD Rocky River Walk Road, King, NC 27201

Parcel #: 599404-53-9560

Owners: James F. Reynolds, Jr. & Janet B. Reynolds

Dear Ms. Potter:

Please find enclosed our check in the amount of \$980.00 (\$650.00 Conditional Rezoning Fee plus \$330 for certified mail notification - \$6 x 55 property owners).

Please let me know if you have any questions. Thanks.

Sincerely,

Ralph Wyngarden

Ralph Wyngarden, Sr. Zoning Specialist, Faulk & Foster
for applicant The Towers, LLC

Greg Hunsucker

From: michael@goulddigitalimaging.com
Sent: Wednesday, April 17, 2024 11:19 AM
To: Greg Hunsucker
Subject: Stokes County - Map and Info Request - Balloon Test

Good morning Mr. Hunsucker,

Per our telephone call, I have listed the relevant location data for Vertical Bridge's US-NC-5289 E Pinnacle site in Stokes County.

Parcel: 599404-53-9560
0 MARSHALL SMITH ROAD
KING, NC 27201
LATITUDE: N 36° 20' 03.63" (NAD 83)
LONGITUDE: W 80° 22' 17.80" (NAD 83)
GROUND ELEVATION: 991.2± AMSL (NAVD 88)

The relevant text from the ordinance :

d. The Applicant shall notify all property owners and residents located within one-thousand five hundred feet (1,500) of the nearest property line of the subject property of the proposed construction of the Tower and Facility or Complex and of the date(s) and time(s) of the balloon test. Such notice shall be provided at least fourteen (14) days prior to the conduct of the balloon test and shall be delivered by first-class mail.

I would greatly appreciate your help compiling a list of the affected residents and property owners within 1500 feet of the above mentioned property.

Thank you,

Michael

Michael Gould



885 Woodstock Road
Suite 430-309
Roswell, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com

Verizon Wireless Transmitters Only

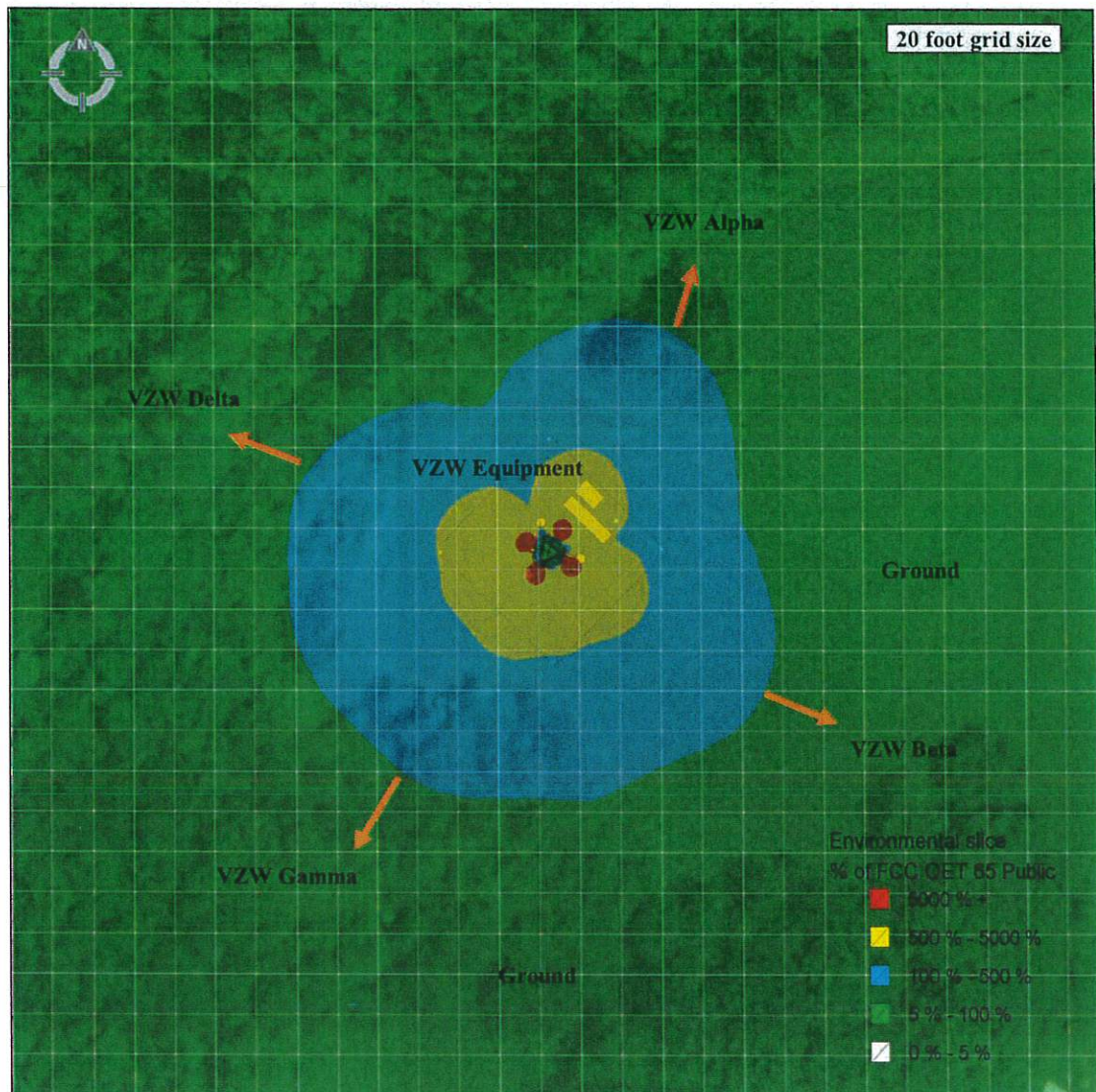


Figure 2.1: Antenna Level

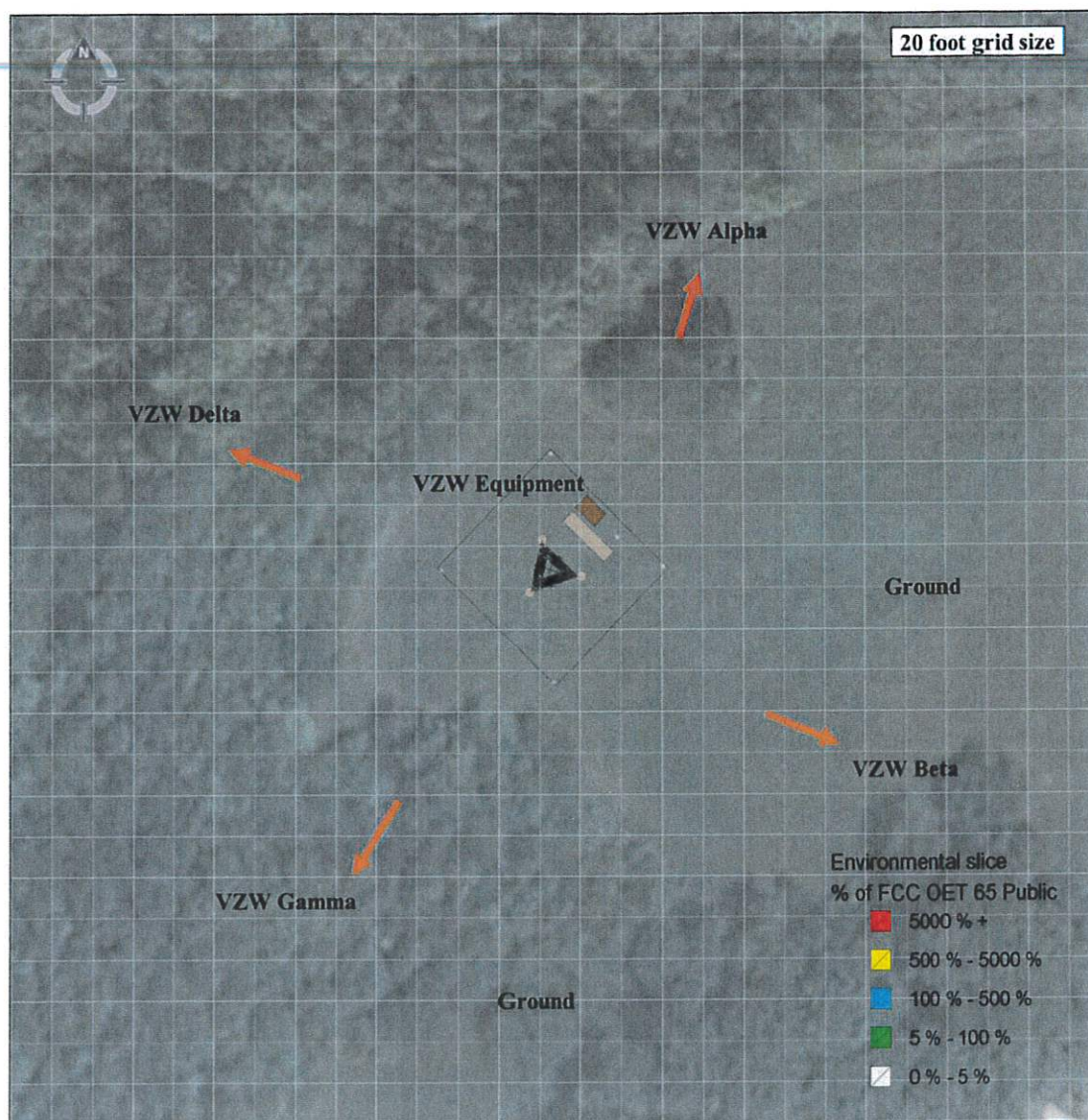


Figure 1.2: All Levels

Level Name	Contributing Operator	Max Value	Unit
Antenna Level	All	2144000	% of FCC OET 65 Public
Verizon Equipment	All	0.01986	% of FCC OET 65 Public
Ground	All	0.8013	% of FCC OET 65 Public



verticalbridge

US-NC-5289 E PINNACLE

0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
SIMULATION**

View #6 from YMCA Camp Road
approximately 2,315ft. east of site




verticalbridge

US-NC-5289 E PINNACLE

0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
NOT VISIBLE**

View #5 from Briarcreek Road
approximately 3,600ft. southeast of site



verticalbridge
US-NC-5289 E PINNACLE
0 MARSHALL SMITH ROAD
KING, NC 27201
**195FT. MONOPOLE
SIMULATION**
View #4 from Chetnut Grove Road
approximately 1 mile southwest of site



verticalbridge
US-NC-5289 E PINNACLE
0 MARSHALL SMITH ROAD
KING, NC 27201
195FT. MONOPOLE
NOT VISIBLE
View #3 from Carson Watts Road
approx. 4,210ft. west-southwest of site



US-NC-5289 E PINNACLE
0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
SIMULATION**

View #2 from Edwards Farm Road
approx. 1,100ft. north-northwest of site



Sign Posting



Proposed Telecommunication Tower (Conditional Zoning District Rezoning)

Purpose: 256ft. Balloon Test Simulation of tower visibility from adjacent properties

Where: 0 Marshall Smith Road
King, NC 27201

When: Saturday, July 13th, 2024

Time: 10:00 AM – 2:00 PM

Alternate Date:

Sunday, July 14th, 2024

(Same time as above)

Public Information Meeting will be held onsite on July 13, 2024 between 1:00 pm and 2:00 pm

Contact: Ralph Wyngarden at (616) 490-9804
ralph.wyngarden@faulkandfoster.com for question/concerns



EXHIBIT N

PARCEL_NUM	PROPERTY_OWNER	PROPERTY_1	OWNER_ADDR	OWNER_MA_3	STATE	ZIPCODE
22263	BOYLES, ALAN	BOYLES, LORETTA	1605 YMCA CAMP RD	KING	NC	27021
22278	DORR, BENJAMIN P	DORR, SANDRA CRAVER	1669 YMCA CAMP RD	KING	NC	27021
22279	BOYLES, MAX	BOYLES, ELLIS	1605 YMCA CAMP RD	KING	NC	27021
22280	BOYLES, KATRINA Y	BOYLES, ZACHARY D	1021 EMERALD DR	KING	NC	27021
22281	BOYLES, MAX	BOYLES, ELLIS	1605 YMCA CAMP RD	KING	NC	27021
22282	WRIGHT, MARCUS W	WRIGHT, JUDY B	1151 MARSHALL SMITH RD	KING	NC	27021
22283	NEWSOME, ROBERT WAYNE	NEWSOME, ELIZABETH S	1177 MARSHALL SMITH RD	KING	NC	27021
22284	WALKOWIAK, JOHN A	WALKOWIAK, LAURA M	1090 FLIPPIN LN	KING	NC	27021
22296	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22297	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22298	GARNER, SUZAN		1118 FLYNT RD	KING	NC	27021
22299	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22300	WOOTEN, NATALIE E	WOOTEN, MATTHEW C	1140 MARSHALL SMITH RD	KING	NC	27021
22301	NEWSOME, ROBERT W	NEWSOME, ELIZABETH S	1177 MARSHALL SMITH RD	KING	NC	27021
22302	NEWSOME, ROBERT W	NEWSOME, BETH S	1177 MARSHALL SMITH RD	KING	NC	27021
22303	MCKNIGHT, CONNIE S		1020 ROCKY RIVER WALK RD	KING	NC	27021
22304	BOYLES, MAX A		1080 ROCKY RIVER WALK RD	KING	NC	27021
22305	REYNOLDS, JAMES F JR	REYNOLDS, JANET B	1080 ROCKY RIVER WALK RD	KING	NC	27021
22306	BOYLES, MAX	BOYLES, ELLIS	1605 YMCA CAMP RD	KING	NC	27021
22307	BOYLES, HENRY ELLIS	BOYLES, MAX A	1605 YMCA CAMP RD	KING	NC	27021
22310	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22311	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22312	GOODMAN, WILLIAM SMITH		1244 TOM SMITH RD	WESTFIELD	NC	27053
22314	SMITH, STANLEY ELLIS	SMITH, SANDRA G	1724 GENTRY FARM RD	KING	NC	27021
22315	COLLINS, EDDIE E	COLLINS, KATHERINE P	1020 RIVER VALLEY RD	KING	NC	27021
22325	NIEBERLE, DEBRA M		1142 EDWARDS FARM RD	KING	NC	27021
22326	BATCHELOR, JOHN MARK	BATCHELOR, NANCY Y	1134 EDWARDS FARM RD	KING	NC	27021
22327	NIEBERLE, DEBRA M		1142 EDWARDS FARM RD	KING	NC	27021
22328	VANDERGRIFT, DOUGLAS M	VANDERGRIFT, PATTY S	1188 MCKNIGHT DR	KING	NC	27021
22329	YOKLEY, RANDALL C		1204 EDWARDS FARM RD	KING	NC	27021
22330	MOODY, MARK J		1223 EDWARDS FARM RD	KING	NC	27021
22331	YOKLEY, RANDALL C		1204 EDWARDS FARM RD	KING	NC	27021
22332	YOKLEY, RANDALL C		1204 EDWARDS FARM RD	KING	NC	27021
22334	MOODY, MARK J		1223 EDWARDS FARM RD	KING	NC	27021
22335	TOMLINSON, KEITH	TOMLINSON, CHEYENNE;HAYNIE, LOGAN	1075 BREEZY HILL RD	KING	NC	27021
22336	PENNINGTON, SCOTT M	PENNINGTON, TREVA LANIER	1079 PENNINGTON LN	KING	NC	27021
22337	PENNINGTON, MARSHALL W	PENNINGTON, SANDRA S	1127 PENNINGTON LN	KING	NC	27021
22338	HOLSTROM, HAROLD B	HOLSTROM, JUDITH L.	1035 RIVER VALLEY RD	KING	NC	27021
22340	JOHNSON, NICHOLAS D	JOHNSON, BECKI LEANNE	1274 HILL RD	KING	NC	27021
22361	BOWEN, GARY W	BOWEN, SHEILA M	1273 EDWARDS FARM RD	KING	NC	27021
22362	PENNINGTON, DANIEL FRANK		1127 PENNINGTON LN	KING	NC	27021
22471	BARNEYCASTLE, TODD	BARNEYCASTLE, JENNIFER	222 WESTRIDGE DR	KING	NC	27021
22472	BADGETT, AVOLENE R		1397 MARSHALL SMITH RD	KING	NC	27021
22473	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22494	BADGETT, AVOLENE R		1397 MARSHALL SMITH RD	KING	NC	27021
22495	BADGETT, AVOLENE R		1397 MARSHALL SMITH RD	KING	NC	27021
22497	MONTGOMERY, ELLEN T	TUTTLE, THEA KATE	1055 TATUM PLACE DR	WALNUT COVE	NC	27052
30067	BOWLES, BRYAN C	BOWLES, CANDICE W	1059 EDWARDS FARM RD	KING	NC	27021
30068	REYNOLDS, JAMES F JR	REYNOLDS, JANET B	1080 ROCKY RIVER WALK RD	KING	NC	27021
30101	KAHN, COREY	KAHN, MARY	PO BOX 842	KING	NC	27021
30102	NICHOLSON, CASEY EDITH	BOWMAN, TRAVIS LEON	1214 EDWARDS FARM RD	KING	NC	27021
30637	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
30638	O'NEAL, BRADLEY P	O'NEAL, ALEONA	1194 MARSHALL SMITH RD	KING	NC	27021
32752	BLUME, PATRICK J	BLUME, JAMIE M	1101 MCKNIGHT DR	KING	NC	27021
32753	FLYNN, ROBERT ALLEN	FLYNN, BRENDA	1424 SANTOLINA LN	LEWISVILLE	NC	27023

SITE OWNER |

proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent Structures.

On the Antennas Level in front of the antennas, predicted MPE levels will exceed the FCC General Population limits within 120 feet in front of the antennas and within 12 feet below antennas Centerline. The maximum predicted power density level resulting from all Verizon operations directly in front of the antennas is 2144000% of the FCC General Population limits (428800 % of the FCC Occupational limits). Any work activity in front of transmitting antennas should be coordinated with Verizon Wireless.

The following plots show the cumulative spatial average predicted power density levels in the reference plane indicated as a percentage of the General Public Limits. Please note that 100% of the General Public Limits corresponds to 20% of the Occupational Limits.

All Transmitters

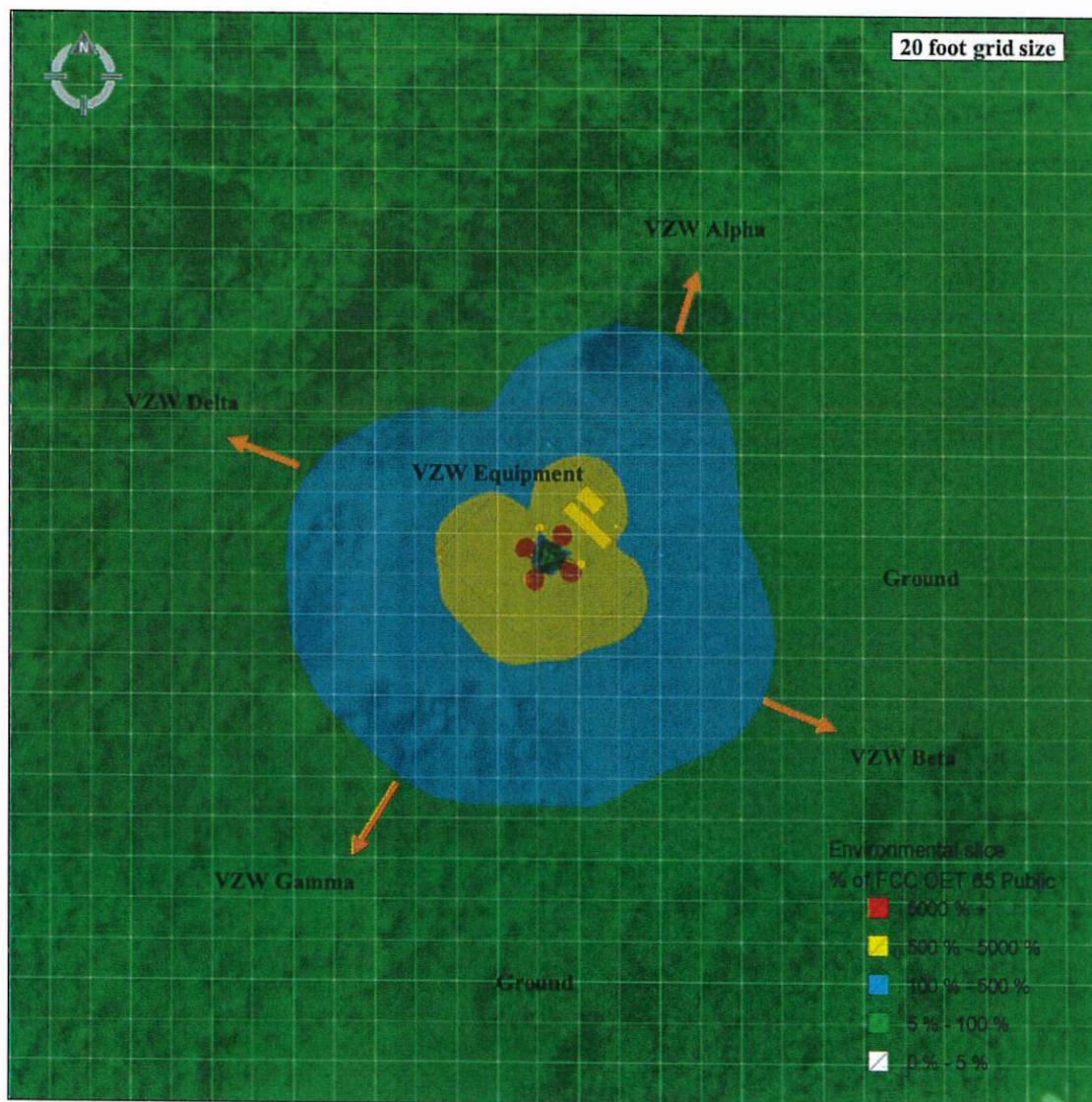


Figure 1.1: Antennas Level

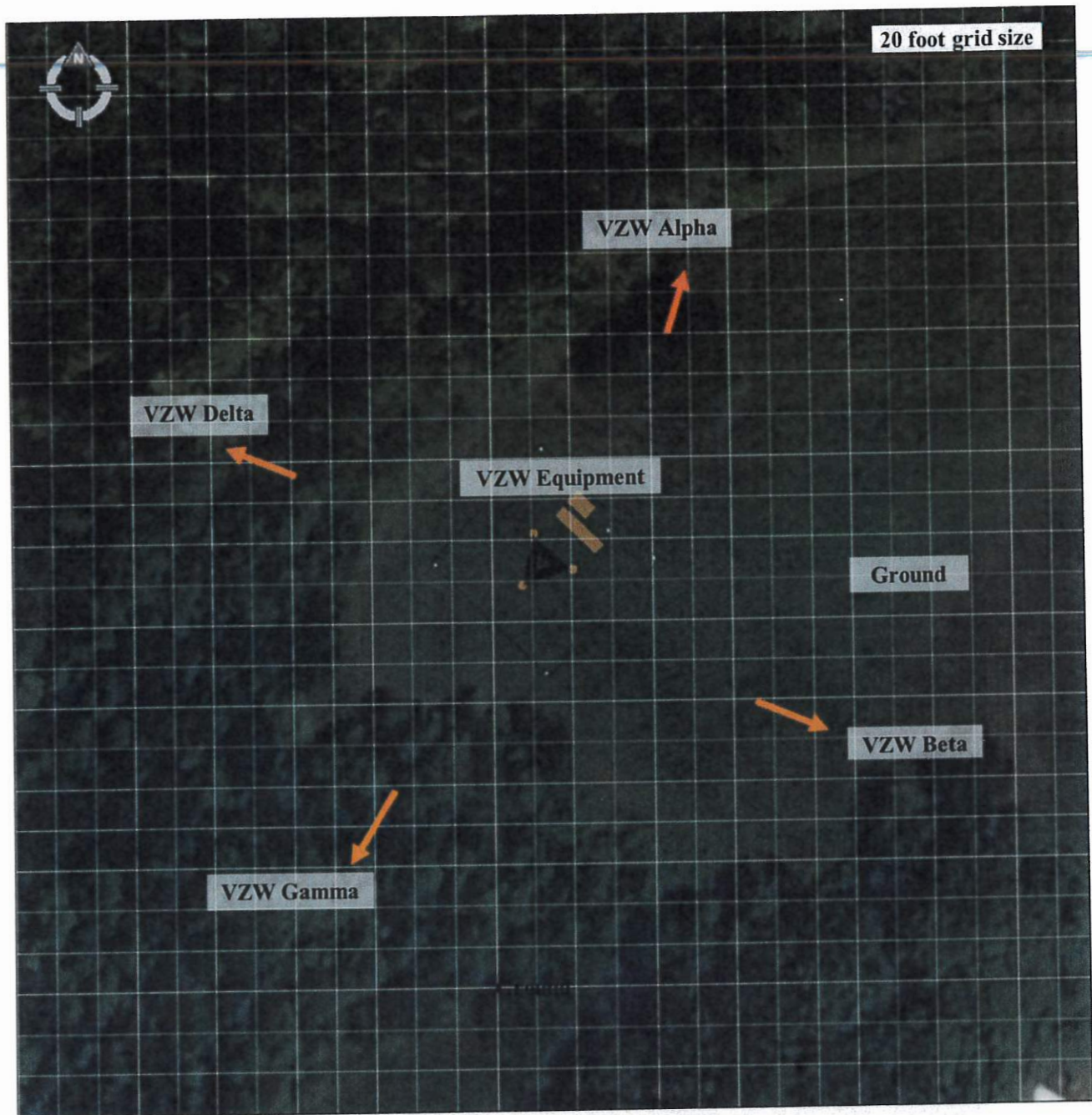


Figure 1: Antenna Locations

Power density decreases significantly with distance from any antenna. The Panel-type antenna to be employed at this site are highly directional by design and the orientation in azimuth and mounting elevation, as documented, serves to reduce the potential to exceed MPE limits at any location other than directly in front of the antennas. For accessible areas at ground level, the maximum predicted power density level resulting from all Verizon Wireless operations is 0.8013 % of the FCC General Population limits (Figure 2.2). Notice that the power density levels will exceed the FCC's MPE limit for General Population, Occupational and 10x the Occupational MPE limits in front of the antennas which it is not generally accessible areas. The

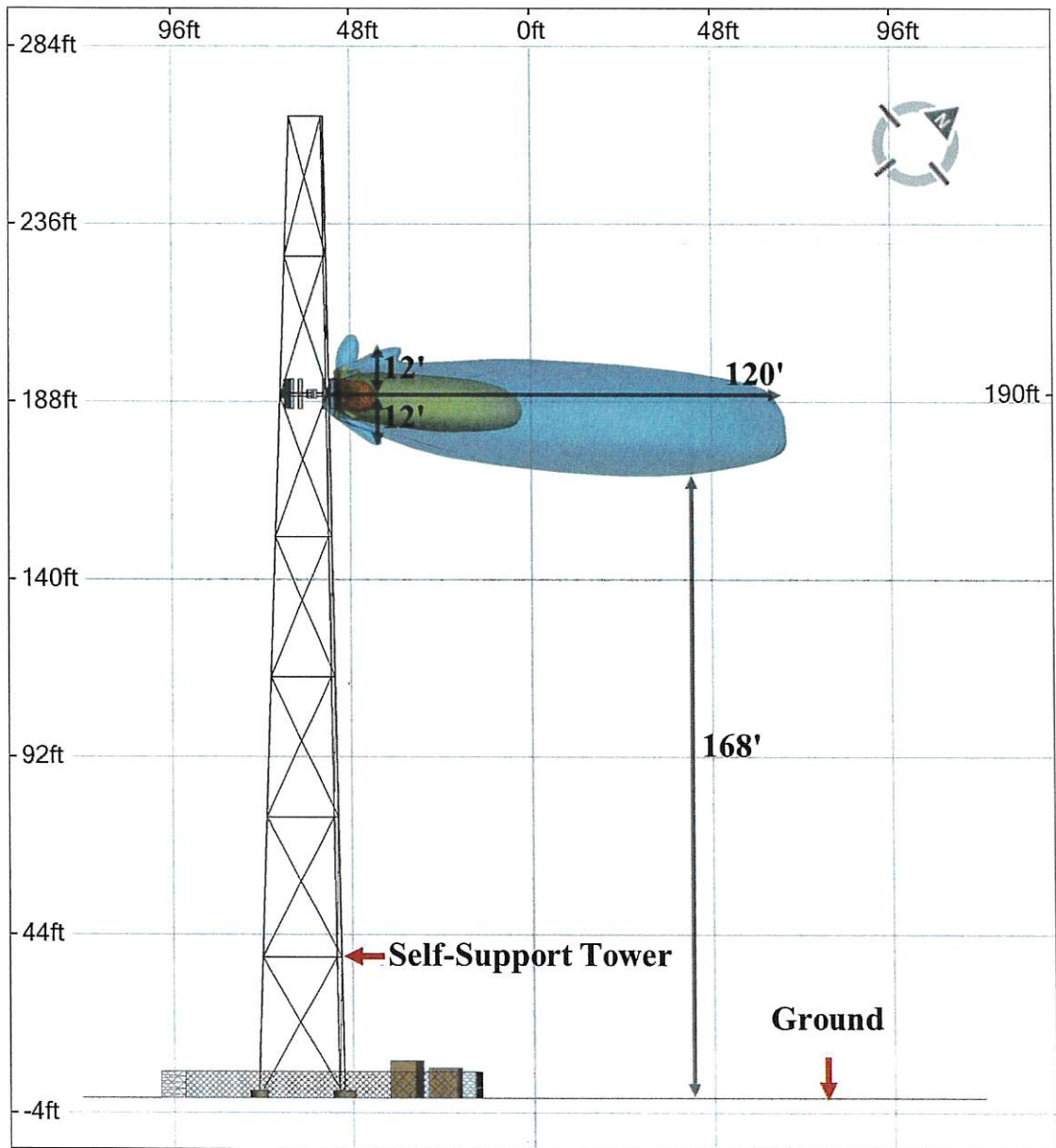


Figure 2.3: Elevation Level

Level Name	Contributing Operator	Max Value	Unit
Antenna Level	Verizon	2144000	% of FCC OET 65 Public
Verizon Equipment	Verizon	0.01986	% of FCC OET 65 Public
Ground	Verizon	0.8013	% of FCC OET 65 Public

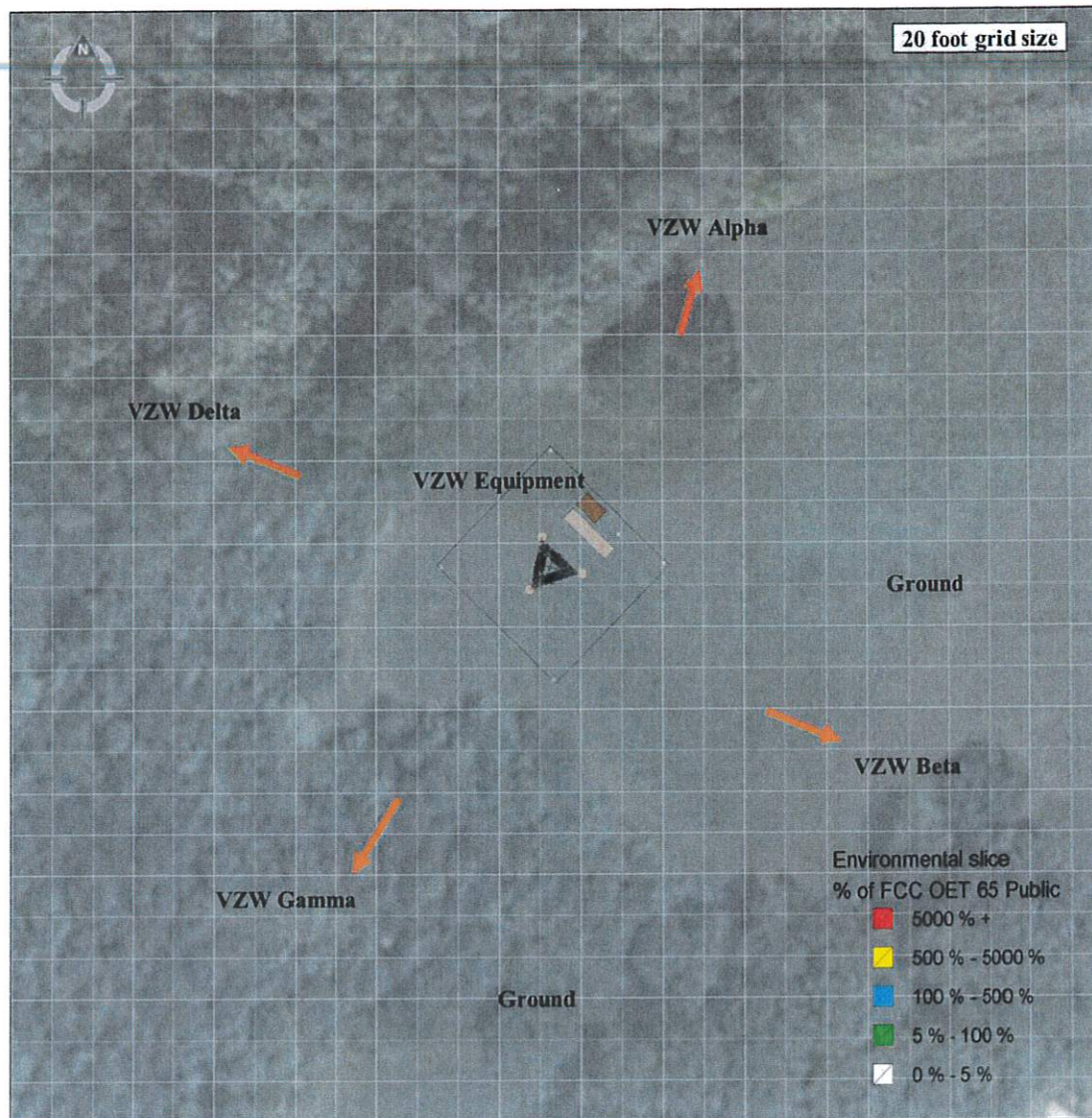


Figure 2.2: All Levels

Plots - Pre and Post RSRP Coverage

Pre

Post

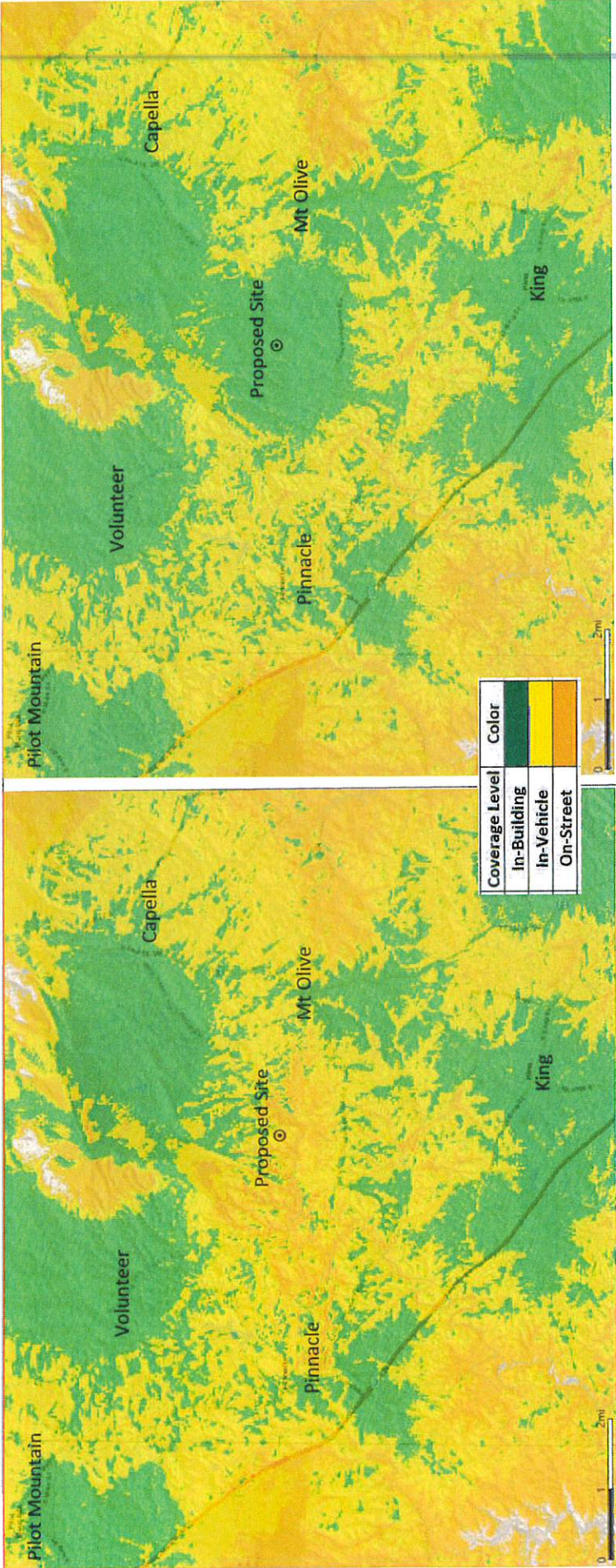


EXHIBIT V

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.





verticalbridge

US-NC-5289 E PINNACLE

0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
SIMULATION**

View #1 from Marshall Smith Road
approximately 840ft. northeast of site

US-NC-5289 E PINNACLE SITE SIMULATION MAP



ORDINANCE COMPLIANCE STATEMENT

Applicant: The Towers, LLC, a Delaware Limited Liability Company, d/b/a Vertical Bridge
Application: Conditional Zoning Approval for a Wireless Telecommunications Tower Facility

Site Name: US-NC-5289 East Pinnacle

Project: The Towers, LLC wireless telecommunications tower site including a 195' monopole tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area.

Address: TBD Rocky River Walk Road, King, NC 27201

Parcel #: 599404-53-9560

Zoning District: R-A Residential Agricultural

Owners: James F. Reynolds, Jr. & Janet B. Reynolds

This application by The Towers, LLC d/b/a Vertical Bridge is compliant with all applicable provisions of the Wireless Telecommunication Requirements and Guidelines found in Stokes County Zoning Ordinance Appendix B as detailed in the responses below in ***bold italics***:

Wireless Telecommunications Facilities or Complexes

Purpose and Legislative Intent

1. The Telecommunications Act of 1996 affirmed the County of Stokes' authority concerning the placement, construction and Modification of Wireless Telecommunications Facilities or Complexes. This ordinance provides for the safe and efficient integration of Wireless Facilities or Complexes Necessary for the provision of advanced wireless telecommunications services throughout the community and to ensure the ready availability of reliable wireless services to the public, government agencies and first responders, with the intention of furthering the public safety and general welfare.

Acknowledged and agreed. The proposed facility is needed for the provision of advanced wireless telecommunications services throughout the community and to ensure the ready availability of reliable wireless services to the public, government agencies and first responders and will further the public safety and general welfare.

2. The County of Stokes finds that Wireless Telecommunications Facilities and Complexes may pose significant concerns to the health, safety, public welfare, character and environment of the County and its inhabitants. The County also recognizes that facilitating the development of wireless service technology can be an economic development asset to the County and of significant benefit to the County and its residents. In order to assure that the placement, construction or Modification of a Facility or Complex is consistent with the County's land use policies, the County utilizes a comprehensive Wireless Telecommunications Facility or Complex application and permitting process. The intent of this Appendix is to minimize the physical impact of Wireless Telecommunications Facilities on the community, protect the character of the community to the extent reasonably possible, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the County of Stokes.

The proposed facility will be of significant benefit to the County and its residents and will not negatively impact the health, safety, public welfare, character, or the environment.

Severability

1. If any word, phrase, sentence, part, section, subsection, or other portion of this Appendix or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of this Appendix, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

No response necessary.

2. Any Conditional Zoning Permit issued pursuant to this Appendix shall be comprehensive and not severable. If part of a permit is deemed or ruled to be invalid or unenforceable in any material respect, by a competent authority, or is overturned by a competent authority, the permit shall be void in total, upon determination by the County.

No response necessary.

Definitions

For purposes of this Section, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

1. **Accessory Facility or Structure:** means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities or Complexes, including but not limited to utility or transmission equipment storage sheds or cabinets.
2. **Amend, Amendment and Amended:** mean and shall relate to any change, addition, correction, deletion, replacement or substitution, other than typographical changes of no effect.
3. **Applicant:** means any Wireless service provider submitting an Application for a Wireless Telecommunications Facility (ies).
4. **Application:** means all Necessary and required documentation that an Applicant submits in order to receive a Conditional Zoning Permit or a Building Permit for Wireless Telecommunications Facilities.
5. **Antenna:** means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
6. **Board:** means the Board of County Commissioners.
7. **Board of Adjustment:** means the Board established by adoption of the Stokes County Zoning Ordinance. March 1, 1983.
8. **Certificate of Completion or COC:** means a required document issued by the County that confirms that all work represented in the application i) was properly permitted; ii) was done in compliance with and fulfilled all conditions of all permits, including any final completion deadline; iii) was fully constructed as approved and permitted; and iv) a final inspection was requested, conducted and the Facility or Complex passed the final inspection.
9. **Co-location:** means the use of an approved telecommunications structure to support Antenna for the provision of wireless services.
10. **Commercial Impracticability or Commercially Impracticable:** means the inability to perform an act on terms that are reasonable in commerce, the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone and for a single site, shall not

deem a situation to be “commercially impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.

11. **Completed Application:** means an Application that contains all necessary and required information and/or data necessary to enable an informed decision to be made with respect to an Application.
12. **Complex:** means the entire site or Facility, including all structures and equipment located at the site.
13. **Conditional Zoning Approval:** means approved by the Stokes County Board of Commissioners.
14. **Conditional Zoning permit:** means the actual permit issued for an approved conditional zoning use by the Stokes County Planning & Community Development Department.
15. **County:** means the County of Stokes
16. **DAS or Distributive Access System:** means a technology using antenna combining technology allowing for multiple carriers or Wireless Service Providers to use the same set of antennas, cabling or fiber optics.
17. **Eligible Facility** means an existing wireless tower or base station that involves collocation of new transmission equipment or the replacement of transmission equipment that does not constitute a Substantial modification.
18. **FAA** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
19. **Facility** means a set of wireless transmitting and/or receiving equipment, including any associated electronics and electronics shelter or cabinet and generator.
20. **FCC:** means the Federal Communications Commission, or its duly designated and authorized successor agency.
21. **Height:** means, when referring to a Tower or wireless support structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.
22. **Maintenance:** means plumbing, electrical or mechanical work that may require a building permit but that does not constitute a Modification to the WTF.
23. **Modification or Modify:** means, the addition, removal or change of any of the physical and visually discernible components or aspects of a wireless Facility or Complex with identical components, including but not limited to antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernible components, vehicular access, parking and/or an upgrade or change-out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to an existing support structure or Tower as a collocation is a Modification, unless the height, profile or size of the compound is increased, in which case it is not a Modification.
24. **Necessary or Necessity or Need:** means what is technologically required for the equipment to function as designed by the manufacturer and that anything less will result in prohibiting the provision of service as intended and described in the narrative of the Application. Necessary or Need does not mean what may be desired, preferred or the most cost-efficient approach and is not related to an Applicant’s specific chosen design standards. Any situation involving a choice between or among alternatives or options is not a Need or a Necessity.
25. **NIER:** means Non-Ionizing Electromagnetic Radiation.
26. **Person:** means any individual, corporation, estate, trust, partnership, joint stock company, association of two (2) or more persons having a joint common interest, or any other entity.
27. **Personal Wireless Facility:** See definition for ‘Wireless Telecommunications Facilities’.

28. **Personal Wireless Services** or **PWS** or **Personal Telecommunications Service** or **PTS**: shall have the same meaning as defined and used in the 1996 Telecommunications Act.
29. **Planning Board**: means the Stokes County Planning Board.
30. **Private Personal Tower**: means any tower that transmits and receives radio signals less than 90 ft. in height used for non-commercial purposes i.e. citizens band, short wave, amateur, or other similar radio signals. Setbacks for such towers shall be at least the height of the tower plus ten (10) percent of tower height from any property line, highway right of way or transportation easement. Private personal towers are not permitted in any required front yard setback.
31. **Property**: means the entire deeded and recorded land area on which a leased or purchased area designated for the location of a wireless telecommunication facility.
32. **Repairs and Maintenance**: means the replacement or repair of any components of a wireless Facility or Complex where the replacement is identical to the component being replaced, or for any matters that involve the normal repair and maintenance of a wireless Facility or Complex without the addition, removal or change of any of the physical or visually discernible components or aspects of a wireless Facility or Complex that will impose new visible burdens of the Facility or Complex as originally permitted.
33. **Stealth** or **Stealth Technology**: means a design or treatment that minimizes adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean building the least visually and physically intrusive facility and Complex that is not technologically or commercially impracticable under the facts and circumstances. Stealth technology includes such techniques as DAS or its functional equivalent or camouflage where the Tower is disguised to make it less visually obtrusive and not recognizable to the average person as a Wireless Facility or Complex.
34. **State**: means the State of North Carolina.
35. **Structural Capability** or **Structural Capacity**: means, notwithstanding anything to the contrary in any other standard, code, regulation or law, up to and not exceeding a literal 100% of the designed loading and stress capability of the support structure.
36. **Substantial Modification**: means a change or Modification that
- a. increases the existing vertical height of the structure by the greater of (a) more than ten percent (10%) or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet; or
 - b. except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance; or
 - c. increases the square footage of the existing equipment compound by more than 2,500 square feet.
37. **Telecommunications**: means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.
38. **Telecommunications Site**: See definition for Wireless Telecommunications Facilities.
39. **Telecommunications Structure**: means a structure used to support equipment used to provide wireless communications.

40. **Temporary:** means not permanent in relation to all aspects and components of this Section, something intended to, and that does, exist for fewer than ninety (90) days.
41. **Tower:** means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.
42. **Wireless Telecommunications Facility or Facilities (WTF or WTFs) or Complex** means and includes a **Telecommunications Site** and **Personal Wireless Facility Site**: It means a specific location at which a structure that is designed or intended to be used to house or accommodate antennas or other transmitting or receiving equipment is located. This includes without limit, towers of all types and kinds and support structures, including but not limited to buildings, church steeples, silos, water towers, signs or other any other structure that is used or is proposed to be used as a support structure for antennas or the functional equivalent of such. It expressly includes all related facilities and equipment such as cabling, radios and other electronic equipment, equipment shelters and enclosures, cabinets and other structures associated with the complex used to provide, though not limited to, radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.
43. **Written Authorization:** means the official document or permit by which an applicant is allowed to use existing Wireless Telecommunications Facilities, (ex. co-location) as granted or issued by the county. This is an administrative procedure not requiring Board action.

Definition section. No response necessary.

General Policies and Procedures for Applications under this Section

In order to ensure that the placement, construction and Modification of a Facility or the components of a Complex do not endanger or jeopardize the County's health, safety, public welfare, environmental features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in this Section, the County hereby adopts an overall policy and related procedures with respect to the submittal, review, approval and issuance of permits or Administratively granted authority for Wireless Facilities for the express purpose of achieving the policies and goals set forth herein:

1. A Conditional Zoning approval/permit for any new Complex, Facility or any Substantial Modification of a Facility or Complex or for a Co-located Facility;

Acknowledged and agreed. This application is for a new complex including a 195' monopole tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area. The site will also accommodate 3 additional providers. Please see the drawings provided as Exhibit A.

2. An Administrative approval and a properly issued Building Permit for any co-location or Modification of a Facility or Complex that is not a Substantial Modification or Colocation.

Not applicable.

3. The implementation of an Application process and requirements;

No response necessary.

4. The establishment of procedures for examining an Application and issuing a Conditional Zoning permit or Administrative approval that is both fair and consistent;

No response necessary.

5. The ability to promote and require wherever possible, the sharing and/or co-location of support structures among service providers;

The proposed site will accommodate Verizon Wireless and 3 additional future providers.

6. The ability to require, promote and encourage wherever possible, the placement, height and quantity of a Facility or Complex in such a manner as to minimize the physical and visual impact on the community, including but not limited to the use of stealth technology.

Site placement and height avoid impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower. The tower design has also been changed from lattice to a less visually impactful monopole design.

7. The ability to require that a Facility and Complex shall be the least visually intrusive among those options available in the County given the facts and circumstances.

Please see the response above.

8. The Board of County Commissioners is the officially designated agency or body of the County to whom applications for a Conditional Zoning approval for a Facility or Complex must be made, and that is authorized to make decisions with respect to all aspects of Conditional Zoning applied for under this Section. The Board of Commissioners may at its discretion delegate or designate other official agencies or officials of the County or outside consultants to accept, review, analyze, evaluate and make recommendations to the Board with respect to the granting or not granting a Conditional Zoning application for Wireless Telecommunications Facilities.

Acknowledged and agreed.

9. All applications for new Wireless Telecommunications Facilities shall follow the procedures for Conditional Zoning petitions as set forth in Article V, Section 52, (Procedures for Conditional Zoning Districts) and Article XIII, Section 132, (Procedure for Obtaining Conditional Zoning) of this ordinance.

Acknowledged and agreed.

10. There shall be a pre-application meeting for all intended applications. The preapplication meeting may be held either on site, or telephonically as deemed appropriate by the County or its designee. The purpose of the pre-application meeting will be to address i) issues that will help to expedite the review; and permitting process; and ii) certain issues or concerns the County or the Applicant may have.

A pre-application meeting was held on site Wednesday, April 24, 2024, at 11:00 am. The primary concern at the time was applicant's proposal for a 256' tall tower with 5' lighting rod with FAA required obstruction lighting. Applicant has since addressed this concern by reducing the tower height to 195' with 4' lightning rod to comply with the 199' maximum height limitation and to avoid the need for any

obstruction lighting. Applicant has also changed the tower type from lattice to monopole.

11. If there has not been a prior site visit for the requested Complex within the previous six (6) months a site visit shall be conducted.

The site was last visited by Stokes County consultant representative David Sudderth at the time of the Community Meeting on July 13, 2024.

12. An Applicant shall submit to the County the number of completed Applications determined to be needed at the pre-application meeting. If Board action is required, applications will not be transmitted to the Board for consideration until the application is deemed complete.

Acknowledged and agreed. Applicant will submit the required number of copies of the application package once it is deemed complete.

13. If the proposed site is within two (2) miles of another jurisdiction, written notification of the Application shall be provided to the legislative body of all such adjacent jurisdictions as applicable and/or requested.

The proposed site is within 2 miles of City of King jurisdiction. A copy of the notification to the City of King Mayor & Council, Clerk, and Administrator is provided as Exhibit F. There were no comments in response to the notice.

14. The owner(s) of the support structure to which antennas or related equipment are to be attached must be an official Applicant of Record.

Acknowledged and agreed. The official Applicant of Record is The Towers, LLC d/b/a Vertical Bridge.

15. All Applicants shall closely follow the instructions for preparing an Application. Not following the instructions without permission to deviate from such shall result in the application being deemed incomplete and a tolling of the time allowed for action on an Application until a Complete Application is received.

Acknowledged and agreed.

16. The Applicant shall be notified in writing of any deficiencies within forty-five days of the submission of an Application as regards any deficiencies related to the completeness of the Application. Remediation of deficiencies in an Application shall be deemed an amendment of the Application that was received.

Acknowledged and agreed.

17. The County may deny applications not meeting the requirements stated herein or which are otherwise not complete after proper notice and a reasonable opportunity to make the Application complete has been afforded.. Applications will be deemed abandoned if left incomplete for more than ninety (90) days after the date of notice of incompleteness.

Acknowledged and agreed.

18. No work of any kind on a Facility or Complex shall be started until the Application is reviewed and the Board of Commissioners has granted Conditional Zoning approval if applicable and a Building Permit has been issued.

Acknowledged and agreed.

19. Any and all representations made by the Applicant or that are made in support of the Application shall be deemed to be on the record, whether written or verbal, and shall be deemed to have been relied upon in good faith by the County. Any verbal representation shall be treated as if it were made in writing.

Acknowledged and agreed.

20. Other than to remediate non-compliant situations related to matters of safety or the conditions of a permit, no permits for work at a Facility or Complex shall be issued where the Facility or Complex is not in full compliance with all applicable local, state and federal laws, rules, regulations and orders. A Facility or Complex not in full compliance with this Section shall be required to be brought into full compliance before any permit of any kind will be issued.

Acknowledged and agreed.

21. An Application shall be signed on behalf of the Applicant(s) by a person vested with the authority to bind and commit the Applicant attesting to the truthfulness, completeness and accuracy of the information presented

Acknowledged and agreed.

22. The Applicant must provide documentation to substantiate that it has the right to proceed as proposed on the site or at the Complex in the form of an executed copy of the lease with the landowner or landlord or a signed letter of agency granting authorization. If the applicant owns the site or Complex, a copy of the ownership record is required.

An executed copy of the Option and Lease Agreement between landowners James F. Reynolds, Jr. and Janet B. Reynolds and applicant The Towers, LLC is provided as Exhibit G.

23. Applications shall include written commitment statements to the effect that: 1) the applicant's Facility or Complex shall at all times and without exception be maintained in a safe manner, and in compliance with all conditions of all permits, as well as all applicable and permissible local codes, ordinances, and regulations and all applicable County, State and Federal Laws, rules, and regulations, unless specifically granted relief by the Commission in writing; 2) the construction of the Facility or Complex is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State.

Applicant, The Towers, LLC d/b/a Vertical Bridge, hereby commits and states that:
1) the applicant's Facility or Complex shall at all times and without exception be maintained in a safe manner, and in compliance with all conditions of all permits, as well as all applicable and permissible local codes, ordinances, and regulations and all applicable County, State and Federal Laws, rules, and regulations, unless specifically granted relief by the Commission in writing;
2) the construction of the Facility or Complex is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State.

24. Where a certification is called for in this section, such certification shall bear the signature and seal of a Professional Engineer licensed in the State.

Acknowledged and agreed.

25. A support structure and any and all accessory or associated structures shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and to harmonize with the natural surroundings. This shall include the utilization of stealth or camouflage or concealment technology as may be required by the County.

The proposed height of 195' is too tall to effectively utilize stealth or camouflage or concealment technology. This site is in a rural area and the proposed height is necessary to achieve service objectives. However, applicant has reduced the height of the tower from 256' with 5' lightning rod to 195' with 4' lightning rod to avoid the need for aviation obstruction lighting. Without lighting, the site will not be visible at night. There is not any significant visual impact during the day either. Applicant has changed the tower type from lattice to monopole. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to

the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower design and a height of 256' with 5' lightning rod (it is now a 195' monopole with 4' lightning rod).

26. All utilities at a Complex or site shall be installed underground and in compliance with all Laws, ordinances, rules and regulations of the County, including specifically, but not limited to applicable electrical codes.

Acknowledged and agreed. The proposed underground telco/electric conduit route is shown with a --T/E -- on Sheet Z-3 of the drawings provided as Exhibit A.

27. At a Facility or Complex needing vehicular access, an access road, parking and turn around space for emergency vehicles shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion. If the current access road or turn around space is deemed in disrepair or in need of remedial work to make it serviceable and safe and in compliance with any applicable regulations as determined at a site visit, the Application shall contain a commitment to remedy or restore the road or turn around space so that it is serviceable and safe and in compliance with applicable regulations.

The access, parking, and turnaround space is shown on Sheets Z-2 and Z-3 of the drawings provided as Exhibit A.

Applicant hereby commits that, if the current access road or turn around space is deemed in disrepair or in need of remedial work to make it serviceable and safe and in compliance with any applicable regulations as determined at a site visit, it will remedy or restore the road or turn around space so that it is serviceable and safe and in compliance with applicable regulations.

28. All work at a Facility or Complex shall be done in strict compliance with all current applicable technical, safety and safety-related codes adopted by the County, State, or United States, including but not limited to the most recent edition of the TIA ANSI Code, National Electric Safety Code, the National Electrical Code and the Occupational and Safety and Health Administration (OSHA) regulations, recommended practices of the National Association of Tower Erectors and accepted and responsible workmanlike industry practices. The codes referred to are the codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.

Acknowledged and agreed.

29. A holder of a Conditional Zoning approval or Administratively granted authority granted under this Section shall obtain, at its own expense, all permits and licenses required by applicable law, ordinance, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the County or other governmental entity or agency having jurisdiction over the applicant.

Acknowledged and agreed.

30. Unless such is proven to be technologically impracticable, the County requires the colocation of new antenna arrays on existing structures, as opposed to the construction of a new complex or support structure or increasing the height, footprint or profile of a facility or complex beyond the conditions of the approved Conditional

Zoning permit for an existing facility or complex. In instances not qualifying for the Streamlined process the Applicant shall submit a comprehensive report inventorying all existing structures more than fifty feet (50') in height within one-half (1/2) mile of the location of any proposed new Facility or Complex.

There are no opportunities for co-location on existing structures within ½ mile radius. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

31. An Applicant intending to co-locate on or at an existing facility or complex shall be required to document the intent of the existing owner to permit its use by the Applicant.

Not applicable.

32. Co-located equipment shall consist only of the minimum antenna array technologically needed to provide service primarily and essentially within the County, to the extent practicable, unless good cause is shown in the form of clear and convincing evidence.

Not applicable.

33. DAS systems that are owned or operated by a commercial carrier and are part of a commercial wireless system, or are used for commercial purposes, are expressly included in the context of this Section, regardless of the location or whether the Facility or any of its components is located inside or outside a structure or building.

Not applicable.

34. The existence of a lease or an option to lease shall not be deemed justification for not complying with the siting priorities set forth in this Section. An applicant may not bypass sites of higher priority solely because the site proposed is under lease or an option to lease exists. If a site other than the number (1) one priority is proposed, the applicant must explain to the reasonable satisfaction of the County why co-location is technically or commercially impracticable. Build-to-Suit agreements between carriers and a proposed tower owner shall not be a valid basis for any claim of exemption, exception or waiver from compliance with this Section.

Co-location is technically and commercially impracticable because there are no co-location opportunities anywhere in the vicinity. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

35. New towers or other support structures shall be prohibited in Residential Districts, Historic Districts, and areas officially deemed to be visual or scenic sensitive areas, unless the Applicant provides clear and convincing technical evidence demonstrating that:

- a. a new Tower as proposed is Necessary
- b. that the intended area cannot be served from outside the District or sensitive area
- c. that no existing or previously approved Facility or Complex can reasonably be used to serve the intended area within the County
- d. that not to permit a new Tower would result in or would preclude eliminating a significant gap in service.

The proposed tower is in the R-A Residential Agricultural district. All other property in the vicinity is also zoned R-A so the proposed tower cannot be located in a district other than R-A.

There are no existing or approved facilities that can reasonably be used to serve the intended area within the county. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

The new tower is necessary and not permitting it would preclude eliminating a significant gap in service.

Responsible Party(s)

The owner(s) of a Facility or Complex, any support structure used to accommodate wireless Facilities, and of the land upon which a Facility support structure or Complex is located, shall at all times be jointly and severally responsible for: (1) the physical and safe condition of the Facility or Complex, support structure and all components on the site related to the Facility or Complex; (2) assuring that all activities of owners, users, or lessees occurring on the site, and all components on the site related to the Facility or Complex, are at all times in compliance with all applicable laws, ordinances, rules, regulations, orders, and permits related to the Facility or Complex; and (3) assuring the proper permitting as required by this Article and other County regulations by all lessees and users of the Facility or Complex, including but not limited to any upgrades and/or Modifications of equipment. Said owner(s) shall regularly and diligently monitor activities at the site to assure that the Facility or Complex is operated in compliance with this Ordinance, other County regulations, and any Conditional Zoning Permit.

Acknowledged and agreed.

Application Fee

All fees and charges, including but limited to Application fees, Expert Assistance fees, Inspection fees and Permit fees, shall be as set forth in the County's Schedule of Fees.

Acknowledged and agreed.

Existing Facilities and Complexes

1. Any legally permitted Facility, Tower or other support structure or Complex that exists on the effective date of this Section shall be allowed to continue as it presently exists, provided that:
 - a. all work was properly permitted
 - b. the Facility or Complex is in compliance with all applicable local, State and federal laws, rules regulations, orders and permit conditions
 - c. a Certificate of Completion (COC) was issued for the most recent work performed
2. Any work not properly previously permitted prior to the adoption of this Section must be permitted within ninety (90) days of the effective date of this Section.
3. Any Substantial Co-location or Modification of a Facility, Tower or other support structure or Complex, must be permitted under this Section and will require the entire Facility or Complex and any new Co-location or Modification to comply with this Section, including obtaining a valid COC.
4. Any proposed Eligible Facility shall not require a permit granted under this Section, but shall be required to obtain a Building Permit and a Certificate of Completion.

Not applicable. A new tower facility is proposed.

Certificate of Completion

1. No work shall be allowed to be done at or on any Facility or Complex, excepting normal repair and maintenance work as defined in this Section, for which the owner cannot produce the COC for the most recent work, until a final inspection has been conducted and a COC has been issued. If the Facility or Complex does not pass the initial final inspection, the owner shall be required to pay for any subsequent reinspection fees prior to the inspection being conducted. A passing final inspection is required prior to the issuance of a COC.
2. If no COC can be produced for previously done work, the COC may be withheld until the Facility or Complex is compliant and the required information is provided and a final inspection has been performed.

Acknowledged and agreed.

Exclusions

The following shall be exempt from this Section:

1. Any facilities expressly exempt from the County's zoning, land use, siting, building and permitting authority.
2. The area located between the 185 ft and 199 ft. elevation situated on the county owned tower located on Booth Mountain, (1429 Mounce Rd., Walnut Cove, NC 27052) leased by Cellco Partnership D/B/A Verizon Wireless.
3. Any reception or transmission devices expressly exempted under the Telecommunications Act of 1996.
4. A Facility used exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications that is less than 90ft above ground.
5. Facilities used exclusively for providing unlicensed spread spectrum technologies where:
 - a. there is no charge for the use of the wireless service
 - b. the Facility or Complex does not require a new Tower or increase the height of the structure being attached to
 - c. the service is not intended to be useable more than one-hundred feet (100') from the Antenna(s).

None of these exemptions are applicable.

Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location

1. All Applicants for Conditional Zoning approval for a new Wireless Facility or Complex, including for a new Tower or other support structure or that constitutes a Substantial Modification, shall comply with the requirements set forth in this Section. In addition to the required information set forth in this Section, **all applications for the construction or installation of new Facility or Complex shall contain the information hereinafter set forth prior to the issuance of a Building Permit [emphasis added].**

Acknowledged and agreed. This is an application for a new tower so the timing of some items listed in subsections A through C below require submission after zoning approval and prior to issuance of a Building Permit as mentioned above. Temporary timing relief is accordingly requested for those items.

A. Ownership and Management

1. The Name, address and phone number of the person preparing the Application;

Agent for Applicant:

Ralph Wyngarden

Faulk & Foster

PO Box 1371

West Monroe, LA 71294-1371

616-490-9804

ralph.wyngarden@faulkandfoster.com

2. The Name, address, and phone number of the property owner and the Applicant, including the legal name of the Applicant. If the owner of the structure is different than the applicant, the name and all Necessary contact information shall be provided;

Property Owners:

James F. Reynolds, Jr. & Janet B. Reynolds

1080 Rocky River Walk Road

King, NC 27021
336-816-8587

Applicant:

The Towers, LLC d/b/a Vertical Bridge

Contact: Victoria Farmer

750 Park of Commerce Dr, Suite 200

Boca Raton, FL 33487

423-802-7847

victoria.farmer@verticalbridge.com

3. The Postal address and tax map parcel number of the property;

Address: TBD Rocky River Walk Road, King, NC 27201

Parcel #: 599404-53-9560

4. A copy of the FCC license applicable for the intended use(s) of the Wireless Telecommunications Facilities, including all FCC licensed frequency bands;

A list of FCC licenses by callsign is provided as Exhibit I.

5. The Applicant shall disclose in writing any agreement in existence that would limit or preclude the ability of the Applicant to share any new Telecommunication Tower that it constructs or has constructed for it;

There is no agreement that would limit or preclude the ability of the Applicant to share the new tower. As a tower company, its business model is to vigorously promote co-location by additional providers.

B. Zoning and Planning

1. The Zoning District or designation in which the property is situated;

R-A Residential Agricultural

2. The size of the property footprint on which the structure to be built or attached is located, stated both in square feet and lot line dimensions, and a survey showing the location of all property lines;

The parent parcel is 16.23 acres. The 100' x 100' lease area is 10,000 square feet. Please see Sheet Z-2 of the drawings provided as Exhibit A for location and property lines.

3. The location, size and height of all existing and proposed structures, enclosures and cabinets on the property on which the structure is located and that are related to the subject of the Application;

There are no existing structures. Please see Sheets Z-2 and Z-3 of the drawings provided as Exhibit A for the site plan detailing what is proposed.

4. A site plan to scale, not a hand drawn sketch, showing the footprint of the Support Structure and the type, location and dimensions of access drives, landscaping and buffers, fencing and any other requirements of site plans;

Please see Sheets Z-2 and Z-3 of the drawings provided as Exhibit A for site plan information and other sheets for particular detail drawings.

5. Elevation drawings showing the profile or the vertical rendition of the Tower or support structure at the Facility or Complex and identifying all existing and proposed attachments, including the height above the existing grade of each attachment and the owner or operator of each, as well as all lighting;

Please see the elevation view on Sheet Z-4 of the drawings provided as Exhibit A.

6. The type and design of the Tower or support structure, the number of antenna arrays proposed to be accommodated and the basis for the calculations of the Tower's or support structure's capacity to accommodate the required number of antenna arrays for which the structure must be designed;

The type and design was previously proposed as a lattice self-support but has now been changed to a monopole tower as shown in the elevation view on Sheet Z-4 of the drawings provided as Exhibit A.

Applicant requests temporary timing relief to provide "the basis for the calculations of the Tower's or support structure's capacity to accommodate the required number of antenna arrays for which the structure must be designed" after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot be ordered until after a Geotech study has been performed and the Geotech report is available.

7. Disclosure in writing of any agreement in existence prior to the submission of the Application that would limit or preclude the ability of the Applicant to share any new Telecommunication Tower that it constructs.

There is no agreement that would limit or preclude the ability of the Applicant to share the new tower. As a tower company, its business model is to vigorously promote co-location by additional providers.

8. A certified statement of:

- a. the total cost of construction for the work associated with the Application
- b. the total cost of all equipment of the Applicant at the Facility. To verify the accuracy of the information, the County reserves the right to require copies of applicable invoices or other clear and convincing corroborating evidence.

Applicant requests temporary timing relief to provide this certified statement after Conditional Rezoning approval but before Building Permit issuance. Preliminarily, construction cost is estimated to be \$285,000.00. However, the costs of construction become clearer after the site has been awarded to a General Contractor which does not happen until after zoning is approved.

C. Safety

1. The age of the Tower or support structure and Complex stated in years, including the date of the grant of the original permit; A description of the type of Tower, e.g. guyed, self-supporting lattice or monopole, or other type of support structure;

Not applicable. This is a new tower application.

2. A dated and signed copy of the last valid Certificate of Compliance for the last previously permitted work.

Not applicable. This is a new tower application.

3. The make, model, type and manufacturer of the Tower and the structural design analysis and report, including the calculations, certified by a Professional Engineer licensed in the State and proving the Tower or support Structure's capability to safely accommodate the Facilities of the Applicant without change or Modification .

Not applicable. This is a new tower application.

4. If a Substantial Co-location, change or Modification of a Facility or Complex is needed, a detailed narrative explaining what changes are needed and why they are needed;

Not applicable. This is a new tower application.

5. A complete, unredacted copy of the foundation design and report for the Tower or other structure, including a geotechnical sub-surface soils investigation report and foundation design;

Applicant requests temporary timing relief to provide "a complete, unredacted copy of the foundation design and report for the Tower or other structure, including a geotechnical sub-surface soils investigation report and foundation design" after zoning approval but before issuance of a building permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot be ordered until after a Geotech study has been performed and the Geotech report is available. The Geotech study is generally completed after zoning approval is received.

6. If Substantially Modifying or Co-locating on an existing Tower or other support structure, a complete, unredacted and certified TIA ANSI 222 Report regarding the physical condition of the Complex and its components done within the previous six (6) months. If such report has not been done within the previous six (6) months, one shall be done and submitted as part of the Application. No Building Permit shall be issued for any Wireless Facility or related equipment where the structure being attached to is in need of remediation to comply with the requirements of this subsection and other adopted standards of the County, unless and until all remediation work that is deemed needed has been completed or a schedule for the remediation work has been approved by the Stokes County Planning & Community Development Department.

Not applicable. This is a new tower application.

7. In an instance involving a Tower with only a single array of antennas, or for the first antenna array to be attached to a Tower where the array will be ten (10) meters (approx. 33 ft.) or more above ground level and not within 100 feet of areas to which the public has or could reasonably have or gain access to, signed documentation in the form of the FCC's "Checklist to Determine whether a Facility may be Categorically Excluded" shall be provided to verify that the Facility and Complex with the proposed installation will be in full compliance with the FCC's current RF Emissions regulations;

The proposed installation will be in full compliance with the FCC's current RF Emissions regulations. A completed Categorical Exclusion Checklist is provided as Exhibit J.

8. In certain instances the County may deem it appropriate to have an on-site RF survey of the Facility or Complex done after the construction or modification and activation of the Facility or Complex, such to be done under the direction of the County or its designee, and an un-redacted copy of the survey results provided, along with all calculations, prior to issuance of a Certificate of Compliance;

Acknowledged and agreed. This is unlikely to be necessary in the present isolated rural location.

9. If not previously submitted, a signed statement that the Applicant will expeditiously remedy any physical or RF interference with other telecommunications or wireless devices or services.

A Non-Interference Letter responsive to this requirement is provided as Exhibit S.

2. A written copy of an analysis completed by a qualified individual or organization to determine if the proposed Wireless Telecommunications Facility or Complex is in compliance with Federal Aviation Administration Regulation Part 77, and if it requires lighting. Unless already lighted, this requirement shall also be for any Facility or Complex where the application proposes to increase the height of the Tower or support structure. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA and any related correspondence shall be provided with the application.

An FAA Determination of No Hazard completed at the previously proposed tip height of 261' (256' tower with 5' lightning rod) is provided as Exhibit K. This is being revised to reflect the new proposed tip height of 199' (195' tower with 4' lightning rod).

3. All Applications for a proposed Facility or Complex applicable to this Section shall contain clear and convincing evidence that the Facility or Complex is sited and designed so as to create the least visual intrusiveness reasonably possible given the facts and circumstances involved, and thereby will have the least adverse visual effect on the environment and its character, on existing vegetation, and on the nature and character of the community in the area of the Facility or Complex. To

achieve this goal the County expressly reserves the right to require the use of Stealth or Camouflage siting techniques such as, but not limited to, DAS (Distributive Antenna System technology) or its functional equivalent and such shall be subject to approval by the County Commissioners.

Stealth or camouflage techniques are not feasible or appropriate to the tower height and rural location. Site placement and height avoid visual impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently changed the design to a monopole and reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower.

4. If proposing a new Tower or support structure, or a Substantial Co-location or Modification of an existing structure, the Applicant shall be required to submit clear and convincing evidence that there is no alternative solution within one-half (1/2) mile of the proposed site that would be less visually intrusive and that not to permit the proposed new Tower or support structure, or a Substantial Co-location or Modification would result in the prohibition of service or the perpetuation of a significant gap in service primarily within the County.

No alternatives within 1/2 mile of the proposed site. There are no existing structures in the vicinity. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

The selected location is not visually intrusive. Site placement and height avoid visual impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently changed the design to a monopole and reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower.

5. In order to better inform the public, in the case of a new Tower, the applicant shall hold a "balloon test" prior to the initial public hearing on the application. The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a ten (10) foot in length brightly colored balloon at the maximum height of the proposed new Tower.

The balloon test was conducted on July 13, 2024 from 10:00 am to 2:00 pm. A Balloon Test Report is provided as Exhibit L. Please note that the balloon test was conducted based on a 256' tall tower with 5' lighting rod. Applicant has since reduced the tower height to 195' with 4' lightning rod so the actual height will be significantly lower than the balloon in the photos.

The Public Information Meeting required by Section 132.2 was also held onsite during the balloon test on July 13, 2024 from 1:00 pm to 2:00 pm. Notice provided included information regarding both the balloon test and the Public Information Meeting. Please see the Public Information Meeting Report provided as Exhibit O.

6. At least fourteen (14) days prior to the balloon test, a sign shall be erected so as to be clearly visible from the road nearest the proposed site and shall be removed no later than fourteen (14) days after the conduct of the balloon test. The sign shall be at least four feet (4') by eight feet (8') in size and shall be readable from the road by a person with 20/20 vision.

The sign was erected as required. Please see Exhibit N.

- a. Such sign shall be placed off, but as near to, the public right-of-way as is possible.

The sign was erected as required. Please see Exhibit N.

- b. Such sign shall contain the times and date(s) of the balloon test and contact information.

The sign content was as required. Please see Exhibit N.

- c. The dates, (including a second date, in case of poor visibility or wind in excess of 15 mph on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the County and as agreed to by the County. The Applicant shall inform the County in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four (4) consecutive hours between 10:00 am and 2:00 p.m. on the dates chosen. The primary date shall be on a week-end, but the second date, in case of poor visibility on the initial date, may be on a week day. A report with pictures from various locations of the balloon shall be provided with the application.

The balloon test was conducted on July 13, 2024 from 10:00 am to 2:00 pm. A Balloon Test Report is provided as Exhibit L. Please note that the balloon test was conducted based on a 256' tall tower with 5' lighting rod. Applicant has since reduced the tower height to 195' with 4' lightning rod so the actual height will be significantly lower than the balloon in the photos.

The Public Information Meeting required by Section 132.2 was also held onsite during the balloon test on July 13, 2024 from 1:00 pm to 2:00 pm. Notice provided included information regarding both the balloon test and the Public Information Meeting. Please see the Public Information Meeting Report provided as Exhibit O.

- d. The Applicant shall notify all property owners and residents located within one thousand five hundred feet (1,500) of the nearest property line of the subject property of the proposed construction of the Tower and Facility or Complex and of the date(s) and time(s) of the balloon test. Such notice shall be provided at least fourteen (14) days prior to the conduct of the balloon test and shall be delivered by first-class mail.

This notification was completed as required. A copy of the notice letter is included in the Balloon Test Report provided as Exhibit L.

- e. The Wireless Telecommunications Facility or Complex shall be structurally designed to accommodate at least four (4) Antenna Arrays, with each array to be flush mounted or as close to flush-mounted as is reasonable possible.

Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

7. The Applicant shall provide certified documentation in the form of a structural analysis and report, including all calculations, showing that the Facility or Complex will be constructed to meet all local, state and federal structural requirements for loads, including wind and ice loads and including, but not limited to all applicable ANSI (American National Standards Institute) TIA 222 guidelines. In the event of a conflict the more stringent shall apply.

Applicant requests temporary timing relief to provide this information after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot be ordered until after a Geotech study has been performed and the Geotech report is available.

8. All Applications for a proposed Facility or Complex submitted under this section shall contain clear and convincing evidence that the Facility or Complex is sited and designed so as to create the least visual intrusiveness reasonably possible given the facts and circumstances involved, and thereby will have the least adverse visual effect on the environment and its character, on existing vegetation, and on the community in the area of the Facility or Complex. The County expressly reserves the right to require the use of Stealth or Camouflage siting techniques such as, but not limited to, DAS (Distributive Antenna System technology) or its functional equivalent to achieve this goal and such shall be subject to approval by the Commission.

Stealth or camouflage techniques are not feasible or appropriate to the tower height and rural location. Site placement and height avoid visual impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently changed the design to a

monopole and reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower.

9. The Applicant shall furnish a Visual Impact Assessment, which shall include:
- a computer generated "Zone of Visibility Map" at a minimum of one mile radius from the proposed structure shall be provided to illustrate locations from which the proposed installation may be seen, with and without foliage;

A Leaf-Off map is provided as Exhibit C. A Leaf-On map is provided as Exhibit D.

- Pictorial representations (photo simulations) of "before and after" views from key viewpoints inside of the County as may be appropriate and required, including but not limited to state highways and other major roads, state and local parks, other public lands, historic districts, preserves and historic sites normally open to the public, and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided concerning the appropriate key viewpoints at the pre-application meeting. In addition to photographic simulations to scale showing the visual impact, the applicant shall provide a map showing the locations of where the pictures were taken and the distance(s) of each location from the proposed structure;

Photo simulations are provided as Exhibit B.

10. The Applicant shall provide a description in writing and a visual rendering demonstrating how it shall effectively screen from view the bottom fifteen feet (15') of the Facility or Complex and all related equipment and structures associated with the Facility or Complex.

The bottom 15' of the facility will be screened from view by an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B.

11. A Building Permit shall not be issued for construction of a new Tower or other support structure until there is an Application for or by a specific carrier that documents that the Facility or Complex is Necessary for that carrier to serve the community and that co-location on an existing Structure is not feasible.

Acknowledged and agreed. The specific carrier in this case is Verizon Wireless. Please see the before and after Verizon RF coverage maps provided as Exhibit V.

12. Co-location on an existing structure is not reasonably feasible if co-location is technically or commercially impractical or the owner of the Structure is unwilling to enter into a contract for such use at fair market value. Sufficient documentation in the form of clear and convincing evidence to support such claims shall be submitted with an Application for the first carrier in order to determine whether co-location on existing structures is reasonably feasible and to document the need for a specific stated height, and that less height will serve to prohibit or have the effect of prohibiting the provision of service.

There are no existing structures in the vicinity. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H. Before and after Verizon RF coverage maps showing how the existing gap in service is filled are provided as Exhibit V. The coverage plots include:

- **Without site on air**
- **With site on air at 250' AGL rad center (original proposed height)**
- **With site on air at 190' AGL rad center (current proposed height)**
- **With site on air at 180' AGL rad center (10' lower than current proposed height)**

Application Requirements for Eligible Facility Co-locations or Modifications
Not applicable. This application is for a new tower.

Location of Wireless Telecommunications Facilities

Applicants shall locate, site and erect all Facilities and associated equipment in accordance with the following priorities, in the following order:

- a. On existing structures without increasing the height of the tower or structure.
 - b. On County-owned properties or facilities.
 - c. On existing structures without increasing the height of the structure by more than is technically needed.
 - d. On properties in areas zoned for commercial or industrial use.
 - e. On properties in areas zoned for agricultural use.
 - f. On properties in areas zoned for residential use without increasing the height of the support structure and only if camouflaged or stealth technology is utilized to the satisfaction of the Board of Commissioners.
 - g. On properties in designated Historic Districts.
1. If the proposed site is not proposed for the highest priority listed above, then a detailed narrative and technical explanation must be provided as regards why a site from all higher priority designations was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why a Conditional Zoning approval or Administrative Authorization should be granted for the proposed site.

This is an area zoned for agricultural use (priority "e"). There are no higher priority locations available.

There are no existing towers or structures of at least 195' in height (priority "a").

There are no county-owned properties or facilities in the vicinity (priority "b").

There are no existing towers or structures that can be increased to 195' in height (priority "c").

The entire area is zoned A-R and there are no properties zoned for commercial or industrial use in the vicinity (priority "d").

2. Notwithstanding anything else to the contrary, the County may approve any site located within an area in the above list of priorities, provided that the County finds that the proposed site is in the best interest of the health, safety and welfare of the County and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood. Conversely, the County may direct that the proposed location be changed to another location that is more in keeping with the goals of this section and the public interest as determined by the County and that serves the intent of the applicant.

Acknowledged and agreed. This proposed site is in the best interest of the health, safety and welfare of the County and its inhabitants. Improved wireless service in this area will benefit citizens, visitors, and businesses. It will support those who learn or work at home. It will provide emergency information such as amber alerts, weather alerts, radar information and other information and instructions during emergencies. It will support 911 calls (most of which are made from wireless devices) in the event of accident, health crisis, fire, natural disaster, or other emergency.

The Impact Study provided as Exhibit E demonstrates the site will not have a deleterious effect on the nature and character of the community and neighborhood.

3. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the County may disapprove an Application for any of the

following reasons: a) Conflict with safety and safety-related codes and requirements, including but not limited to setback and Fall Zone requirements; b) Non-Compliance with zoning or land use regulations; c) The placement and location of Facilities which would create an unacceptable safety risk to residents or the general public, employees and agents of the County or employees of the service provider or other service providers, physical or financial damage to or trespass on private property, or the reasonable possibility of such; d) The placement and location of a Facility or Complex would result in a conflict with, compromise in or change in the nature or character of the adjacent surrounding area, and expressly including but not limited to loss in value as measured from the end of calendar year prior to the Application having been filed; e) Conflicts with the provisions of this Section; f) Failure to submit a complete application as required under this section, after proper notice and opportunity to make the application complete.

None of these reasons for disapproval are present in this case.

4. No tower shall be located within an adopted view shed protection zone as indicated on the adopted maps. This shall include:

- a. A one (1) mile exclusionary area around Hanging Rock State Park.
- b. The area around Brown Mountain measured 500 feet down from the ridge top.

The location of any tower proposed within the two (2) and three (3) mile view shed protection zone shall be reviewed by the Hanging Rock Advisory Board for a recommendation to the Planning Board and Board of Commissioners.

The site location is not in a view shed protection zone. Please see Exhibit P.

5. No new tower shall be permitted to be constructed within two (2) miles of an existing tower or structure that has room for at least one (1) occupant, unless it can be proven that the existing tower or structure will not enable the gap in service to be filled, either in whole or in part, and that a new tower is needed.

Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

6. Notwithstanding anything to the contrary in this section, for good cause shown such as the ability to utilize a shorter, smaller or less intrusive Facility or Complex elsewhere and still accomplish the primary service objective, the County may require the relocation of a proposed site, including allowing for the fact that relocating the site chosen by the applicant may require the use of more than one (1) site to provide substantially the same service if the relocation could result in a less intrusive Facility or Complex, singly or in combination with other locations.

No response necessary.

Type and Height of Towers

1. All new Towers shall be of the monopole type. No new Towers of a lattice or guyed type shall be permitted, unless relief is otherwise expressly granted.

The proposed tower is of the monopole type as required. Please see the elevation view on Sheet Z-4 of the drawings provided as Exhibit A.

2. Based on the 1996 Telecommunications Act and subsequent case law related to the right to deny an application for cause, the Applicant for a new Tower shall submit clear and convincing technical evidence by a carrier or wireless service provider justifying the total height of the proposed Tower or other support structure requested and the basis therefore, including all attachments. If the Applicant chooses to provide evidence in the form of propagation studies, such must include all modeling information and support data used to produce the studies at the requested height and a minimum of ten feet (10') lower to enable verification of the Need for the requested height.

This is a rural tower location with no existing towers nearby and the height is necessary to address the current service gap. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H. This 2-mile radius demonstrates compliance with the separation distance in "Location of Wireless Facilities, paragraph 5" above. Please also see the before and after Verizon RF coverage maps showing how the existing gap in service is filled (Exhibit V). The coverage plots include:

- ***Without site on air***
 - ***With site on air at 250' AGL rad center (original proposed height)***
 - ***With site on air at 190' AGL rad center (current proposed height)***
 - ***With site on air at 180' AGL rad center (10' lower than current proposed height)***
3. Based on the 1996 Telecommunications Act and subsequent case law related to the right to deny an application for cause, the County reserves the right to require a drive test to be conducted under the supervision of the County or its delegate as evidence of the technical Need for what is requested.

Acknowledged and agreed.

4. As the County has made the policy decision that more Facilities of a shorter height is in the public interest, as opposed to fewer taller Facilities, spacing or the distance between Facilities shall be such that the service can be provided without exceeding the maximum permitted height.

Acknowledged and agreed. The proposed tower does not exceed the maximum permitted height.

5. The maximum permitted total height of a tower or other proposed support structure shall be one hundred ninety nine feet (199') above pre-construction ground level, unless it can be shown by clear and convincing technical evidence that such height would prohibit or have the effect of prohibiting the provision of service in the intended service area within the County.

Acknowledged and agreed. The proposed tower does not exceed the maximum permitted height.

6. At no time shall a Tower or other support structure be of a height that requires lighting by the FAA.

Acknowledged and agreed. The proposed tower is not of a height that requires lighting by the FAA.

7. Towers shall be structurally designed to support a minimum of four (4) carriers using functionally equivalent equipment to that used by the first carrier attaching to a Tower or other support structure and that can be increased in height if needed.

Acknowledged and agreed.

Visibility and Aesthetics

1. No Tower or support structure that is not a building and is constructed after the effective date of this Section shall be tall enough to require lighting by the FAA.

Acknowledged and agreed. Applicant reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod to avoid a lighting requirement from the FAA.

2. Stealth: All new Facilities, including but not limited to Towers, shall utilize Stealth or Camouflage siting techniques, unless such can be shown to be either commercially or technologically impracticable.

Stealth is impractical for a tower 195' in height. That is too tall to blend with or mimic other natural features. Because this is a rural area there are no existing architectural structures to blend with or mimic. Applicant has, however, changed the proposed tower type from lattice to monopole.

3. Finish/Color: Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of this Section.

The proposed tower will have a galvanized finish.

4. Lighting: Notwithstanding the prohibition of lighting, in the event lighting is subsequently required by the FAA, the Applicant shall provide a detailed plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under State and Federal regulations. For any Facility or Complex for which lighting is required under the FAA's regulations, or that for any reason has lights attached, all such lighting shall be affixed with technology that enables the light to be seen as intended from the air, but that prevents the ground scatter effect so that it is not able to be seen from the ground to a height of at least 20 degrees vertical for a distance of at least 1 mile in a level terrain situation. Such device shall be compliant with or not expressly in conflict with FAA regulations. A physical shield may be used, as long as the light is able to be seen from the air, as intended by the FAA.

Acknowledged and agreed. Applicant reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod so no lighting will be required by the FAA.

5. Retrofitting: In the event a Tower or other support structure that is lighted as of the effective date of this Section is modified, at the time of the Modification, the County may require that the Tower be retrofitted so as to comply with the lighting requirements of this Section or be reduced to a height that does not require lighting.

Acknowledged and agreed.

6. Flush Mounting: Except for Omni-directional whip antennas, all new or replacement antennas, shall be flush-mounted or as close to flush-mounted on the support structure as possible, unless it can be demonstrated by clear and convincing technical evidence that such has the effect of prohibiting the provision of service to the intended service area, alone or in combination with another site(s), or unless the Applicant can prove that it is technologically impracticable.

Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

7. Placement on Building: If attached to a building, all antennas shall be mounted on the fascia of the building and camouflaged so as to match the color and, if possible, the texture of the building, or in a manner so as to make the antennas as visually innocuous and undetectable as is possible given the facts and circumstances involved.

Not applicable. This is a new tower. No building attachment is involved.

Security

All Facilities shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

1. All Facilities, including Antennas, Towers and other supporting structures, such as guy anchor points and guy wires, shall be made inaccessible to unauthorized individuals and shall be constructed or shielded in such a manner that they cannot be climbed or collided with; and
2. Transmitters and Telecommunications control points shall be installed so that they are readily accessible only to persons authorized to operate or service them.

The tower and all associated equipment will be secured behind a locked gate in a 75' x 75' compound fenced by 6' high chain link topped by 3 strands of barbed wire as detailed on Sheets A-7 and A-8 of the drawings provided as Exhibit A.

Signage

Facilities shall contain a sign no larger than four (4) square feet and no smaller than two (2) square feet in order to provide adequate warning to persons in the immediate area of the presence of RF radiation. A sign of the same size is also to be installed bearing the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet of the Applicant and must be visible from the access point of the Facility or Complex and must identify the equipment owner of the shelter or cabinet. On Tower sites, an FCC registration sign, as applicable, is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

Acknowledged and agreed. Proposed signage is detailed on Sheet A-6 of the drawings provided as Exhibit A.

Setback and Fall Zone

1. All proposed Towers and any other proposed Wireless support structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: i) a distance equal to the height of the proposed Tower or support structure plus ten percent (10%) of the height of the Tower or other structure, otherwise known as the Fall Zone; or ii) the existing setback requirement of the underlying zoning district, whichever is greater. Any accessory structure shall be located within the fenced compound area as approved in the Conditional Zoning hearing and so as to comply with the applicable minimum setback requirements for the property on which it is situated. The Fall Zone shall be measured from the centerline of the Tower to the nearest portion of the right-of-way of any public road or thoroughfare and any occupied building or domicile, as well as any property boundary lines. Any access road leading to a Wireless Telecommunications facility shall be a recorded easement described by a metes and bounds description and shall comply with the applicable zoning setbacks for the district in which the tower is located.

At a total height of 199' (195' monopole + 4' lightning rod), this tower is required to be at least 218.9' from the nearest property line. There are no rights-of-way, buildings, or property lines within this 218.9' Fall Zone. The tower is actually set back 287' from the closest property line as shown on Sheet Z-2 of the drawings provided as Exhibit A.

2. There shall be no development of habitable buildings within the Setback area or Fall Zone.

Acknowledged and agreed.

3. Minimum acreage requirements and the subdivision of a separate lot shall not be required for the telecommunication facility as long as all required dimensional setbacks and Fall Zone requirements are being met.

Acknowledged and agreed.

Retention of Expert Assistance Cost to be Borne by Applicant

1. To prevent the taxpayers from having to bear the cost related to the issue of permitting and regulating Wireless Telecommunications Facilities, an Applicant shall pay to the County a fee as set forth in the County's Fee Schedule. The fee is intended to cover all reasonable costs of the consultant in connection with the review of any Application or the permitting, inspection, construction or Modification requested under this Ordinance, Application pre-approval evaluation requested by the Applicant and, when applicable, any lease negotiations. The payment of the Expert Assistance or Consultant fee to the County shall precede any work being done that is related to the intended Application, including a pre-application meeting or site visit.

Acknowledged and agreed. This fee has been paid.

2. The County may hire any consultant of its choice to assist the County in reviewing and evaluating applications.

Acknowledged and agreed.

3. The total amount of the funds needed for expert assistance as set forth in the County's Fee schedule may vary with the scope and complexity of the Application, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or Modification or the amount of time spent responding to an Applicant's arguments as regards its Application or the requirements of this Section.

Acknowledged and agreed.

4. The County will maintain accounting for the expenditure of all such funds.

Acknowledged and agreed.

5. Pursuant to N.C. 153A-349.52(f), if an Application is Amended at any time prior to the grant of the permit or authorization required under this Ordinance, the County reserves the right to require additional payment for review and analysis equal to, but not exceeding, the cost created for the County by the Amendment of the Application. Such amount shall be paid to the County prior to the issuance of the Conditional Zoning Approval/Permit or Administrative Authorization.

Acknowledged and agreed.

Procedural Requirements for Granting a Conditional Zoning Permit

1. The following procedures shall apply where Conditional Zoning approval is requested.

Acknowledged and agreed.

2. All Conditional Zoning applications shall follow the requirements as set forth in Article V, Section 52 and Article XIII, Section 132 Procedure for Obtaining Conditional Zoning

Acknowledged and agreed.

3. The County shall schedule any required public hearing(s) once it finds the Application is complete and there are no issues of non-compliance with applicable law, rule or regulation. The County is not required to set a date if the Application is not complete or if there are unresolved issues of non-compliance. The County may, at any stage prior to a Conditional Zoning hearing or on administrative authority, require such additional information as it deems necessary and is not prohibited from requiring by applicable law as relates to the issue of the siting, construction or Modification of or at a Wireless Telecommunications Facility or Complex.

Acknowledged and agreed.

4. Upon County Commissioner review and approval, a Conditional Zoning permit shall be issued for a new or Substantially Modified Wireless Support Structure or Substantial Co-location. Notwithstanding the preceding, the Building Permit for a new Tower or other proposed support structure shall not be issued until an applicant has provided clear and convincing substantiating documentation required by this Ordinance of the placement of the first antenna array prior to construction of a new Wireless Telecommunications Facility.

Acknowledged and agreed.

Action on an Application

1. The County will undertake a review of an Application pursuant to this Article in a timely fashion, consistent with its responsibilities and applicable law, and shall act within the time required by applicable law.

Acknowledged and agreed.

2. The County may refer any Application or part thereof to any advisory committee or consultant for a non-binding recommendation.

Acknowledged and agreed.

3. Either after the public hearing, if a hearing is required, or after Administrative review as applicable, and after formally considering the Application, the County may i) approve; ii) approve with conditions; or iii) deny a Permit or Administrative Authorization. The decision shall be in writing and shall be supported by substantial evidence contained in a written record. Throughout the Application and permitting process, the burden of proof for compliance with this ordinance or the need for something not allowed, shall always be upon the Applicant.

Acknowledged and agreed.

4. An Applicant shall not be permitted to refuse to provide information needed to establish the substantial written record required under federal law and applicable case law. Refusal shall result in denial of the Application.

Acknowledged and agreed.

5. Approval Notification: If the County approves the Conditional Zoning application or the application it is administratively approved for the Facility or Complex, then the Applicant shall be notified of approval of it's including any conditions, within 30 calendar days of the County's action.

Acknowledged and agreed.

6. Denial Notification: The Applicant shall be notified of a denial of its application at the County Commissioners meeting, and in writing within 30 calendar days of the Commissioner's action, which notice shall set forth in writing the reason or reasons for the denial.

Acknowledged and agreed.

Extent and Parameters of Conditional Zoning approval or Administrative Authorization for Wireless Telecommunications Facilities

The extent and parameters of a Conditional Zoning approval or Administrative Authorization for a Facility or Complex shall be as follows:

1. Such Conditional Zoning approval or Administrative Authorization shall not be assigned, transferred or conveyed without the express prior written notification to the County, such notice to be not fewer than thirty (30) business days prior to the intended assignment, transfer or conveyance.

Acknowledged and agreed.

2. A transfer, assignment or other conveyance of the Conditional Zoning approval or Administrative Authorization shall require the written commitment of the proposed new holder of the Conditional Zoning approval or Administrative Authorization to abide by all applicable laws, rules and regulations, including but not limited to this Ordinance.

Acknowledged and agreed.

3. Following notice and an opportunity to cure, a Conditional Zoning approval granted under this Ordinance may be revoked, canceled, or terminated for a violation of the conditions and provisions of the Conditional Zoning approval or other applicable law, rule, regulation or order, and if warranted the payment of a fine(s) as is permissible.

Acknowledged and agreed.

4. Following the original notice and an opportunity to cure, subsequent or repeated violations of a substantially similar nature shall not require an opportunity to cure prior to the imposition of fines.

Acknowledged and agreed.

Removal and Performance Security

Removal and Performance: The Applicant and the owner of record of any proposed new Tower or other support structure or Complex shall, at its sole cost and expense, be required to execute and file with the County a bond or other form of security that is acceptable to the County as to the type of security and the form and manner of execution, in an amount of at

least \$75,000.00 for a Tower or other support structure and with such sureties as are deemed adequate by the County to assure the faithful performance of the requirements of this Section and conditions of any Conditional Zoning Permit issued pursuant to this Section. The full amount of the bond or security shall remain in full force and effect throughout the term of the Conditional Zoning Permit and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Conditional Zoning Permit.

The original bond has been sent directly to Stokes County. A copy is provided as Exhibit Q.

Reservation of Authority to Inspect Wireless Telecommunications Facilities

1. In order to verify that the holder of a Conditional Zoning Permit for a Facility or Complex and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facility in accordance with all applicable technical, safety, fire, building codes, zoning codes, laws, ordinances and regulations and conditions of any permit granted under this Ordinance, the County or its designee shall have the right to inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, Modification and maintenance of such facilities, including, but not limited to, Towers, Antennas and buildings or other structures constructed or located on the permitted site.

Acknowledged and agreed.

2. Refusal to allow or grant access to the County's representative upon reasonable notice shall be deemed a violation of this ordinance.

Acknowledged and agreed.

Liability Insurance

1. A holder of a Conditional Zoning Permit for a Wireless Telecommunications Support Structure shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Conditional Zoning Permit in amounts as set forth below: a. Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$3,000,000 aggregate; and b. Automobile Coverage: \$1,000,000.00 per occurrence/ \$3,000,000 aggregate; and c. A \$3,000,000 Umbrella coverage; and d. Workers Compensation and Disability: Statutory amounts.
2. For a Facility or Complex located on County property, the Commercial General Liability insurance policy shall specifically name the County and its officers, Boards, employees, committee members, attorneys, agents and consultants as additional insured's.
3. The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with an AM Best's rating of at least A.
4. The insurance policies shall contain an endorsement obligating the insurance company to furnish the County with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
5. Renewal or replacement policies or certificates shall be delivered to the County at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
6. Before construction of a permitted Wireless Telecommunications Facility or Complex is initiated, but in no case later than fifteen (15) days prior to the grant of the Building Permit, the holder of the Conditional Zoning approval shall deliver to the County a copy of each of the policies or certificates representing the insurance in the required amounts.

7. A Certificate of Insurance that states that it is for informational purposes only and does not confer rights upon the County shall not be deemed to comply with this Section.

A Certificate of Insurance meeting these requirements is provided as Exhibit R.

Indemnification

1. Any application for Wireless Telecommunication Facilities that is proposed to be located on County property shall contain a provision with respect to indemnification of the County. Such provision shall require the applicant, to the extent permitted by applicable law, to at all times defend, indemnify, protect, save, hold harmless and exempt the County and its officers, Boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising there from, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, Modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility or Complex, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the County, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the County.
2. Notwithstanding the requirements noted in subsection A of this section, an indemnification provision will not be required in those instances where the County itself applies for and secures a Conditional Zoning Permit for a Wireless Telecommunications Facility or Complex.

Not applicable. The proposed site is not on County property.

Penalties

In the event of a violation of this section, the county may impose penalties as set forth in Article XIV, Section 142 – Penalties.

Acknowledged and agreed.

Default and/or Revocation

If a support structure, Facility or Complex is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of this Ordinance or of the Conditional Zoning permit or Administrative Authorization, then the County shall notify the holder of the Conditional Zoning permit or Administrative Authorization in writing of such violation. A Permit or Administrative Authorization holder found to be in violation may be considered in default and subject to fines as permitted under applicable State law, and if a violation is not corrected to the satisfaction of the County in a reasonable period of time the Conditional Zoning Approval/ Permit or Administrative Authorization shall be subject to revocation.

Acknowledged and agreed.

Removal or Moving of Co-located Facilities and Equipment

1. If attached to an existing tower or other support structure, unless the County Commissioner's deems doing so to be in the public interest, it shall be impermissible for a wireless service provider's or carrier's equipment to be relocated from one structure to another without clear and convincing evidence that not to do so would, for technical reasons, prohibit or serve to prohibit the provision of service in the service area served by the existing wireless facility.

Acknowledged and agreed.

2. If the lease for the existing co-location expires and is not renewed, thereby forcing the facility to be moved, such move shall be allowed upon i) the provision of clear and convincing evidence satisfactory to the County Commissioner's of the need to move or relocate the facility; and ii) clear and convincing evidence satisfactory to the County Commissioner's of the lack of impact on the neighborhood or area of intended new location. Cancellation or abandonment of a lease by a lessee shall not be deemed a permissible reason for relocating.

Acknowledged and agreed.

3. The owner of any Facility or Complex shall be required to provide a minimum of thirty (30) days written notice to the Planning Director prior to abandoning any Facility or Complex.

Acknowledged and agreed.

4. Under the following circumstances, the County may determine that the health, safety, and welfare interests of the County warrant and require the removal of Facilities.
 - a. A Facility or Complex that has been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety (90) consecutive days or a cumulative total of one hundred-eighty (180) non-consecutive days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall be completed within 90 days of abandonment;
 - b. A Support Structure or Facility or Complex falls into a state of disrepair such that it creates a health or safety hazard or is deemed an attractive nuisance or a visual blight;
 - c. A Support Structure or Facility or Complex has been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Conditional Zoning Permit, or Administrative Authorization, and the Conditional Zoning Permit or Administrative Authorization may be revoked.
 - d. If the County makes such a determination as noted in subsections (2) or (3) of this section, then the County shall notify the holder of the Permit or Administrative Authorization for the Facility or Complex in writing that said Facility or Complex is to be removed.
 - e. The holder of the Conditional Zoning permit or Administrative Authorization, or its successors or assigns, shall dismantle and remove such Facility or Complex and all associated structures and equipment from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or commercial impracticability. Restoration shall be completed within ninety (90) days of receipt of written notice from the County. However, if the owner of the property upon which the Facility or Complex is located wishes to retain any access roadway to the Facility or Complex, the owner may do so with the approval of the County.
 - f. If a Facility or Complex has not been removed, or substantial progress has not been made to remove the Facility or Complex, within ninety (90) days after the permit holder has received notice, then the County may order officials or representatives of the County to remove the Facility or Complex at the sole expense of the owner or Conditional Zoning Permit holder.
 - g. If the County removes, or causes Facilities to be removed, and the owner of the Facility or Complex does not claim and remove it from the site to a lawful location within ten (10) days, then the County may take steps to declare the Facility or Complex abandoned, and sell them and their components.
 - h. Notwithstanding anything in this Section to the contrary, the County may approve a temporary use permit/agreement for the Facility or Complex for no

more than ninety (90) days duration, during which time a suitable plan for removal, conversion, or re-location of the affected Facility or Complex shall be developed by the holder of the Conditional Zoning permit, subject to the approval of the County, and an agreement to such plan shall be executed by the holder of the Conditional Zoning permit or Administrative Authorization and the County. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the County may take possession of and dispose of the affected Facility or Complex in the manner provided in this Section and utilize the bond in Section (BB).

Acknowledged and agreed.

RF Emissions

1. To assure the protection of the public health and safety, unless expressly prohibited by State or federal law, the County expressly reserves the right to require that an Applicant, a user of a Facility or Complex or the owner of the Facility or Complex verify compliance with the FCC's regulations regarding RF emissions as may be deemed appropriate from time to time, and that all users of the Facility or Complex cooperate with the party responsible for such verification. Failure to cooperate shall be deemed a violation of this Section and subject the non-cooperating party to all fines and other remedies at law or tort and shall further be deemed cause for the County to call upon the services of the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) to make a determination.

Acknowledged and agreed. A Radio Frequency Emissions Compliance Report is provided as Exhibit T.

2. With respect to Support Structures other than Towers, if any section or portion of the structure to be attached to or area within 100' of such, is not in compliance with the FCC's regulations regarding RF radiation, that section or portion must be barricaded with a suitable barrier to discourage approaching into the area in excess of the FCC's regulations, and be marked off with brightly colored plastic chain or striped warning tape as appropriate, as well as placing RF Radiation signs as needed and appropriate to warn individuals of the potential danger.

Not applicable.

Relief

1. Any Applicant desiring relief, waiver or exemption from any aspect or requirement of this Section shall address and identify such at the Pre-Application meeting. The relief or exemption must be contained in the submitted Application for either a Conditional Zoning permit or Administrative Authorization, or in the case of an existing or previously granted Conditional Zoning permit or Administrative Authorization, a request for Modification of the Facility or Complex and/or equipment. Such relief may be temporary or permanent, partial or complete. (Amended 6-1-21)
2. The burden of proving the need for the requested relief, waiver or exemption shall be solely on the Applicant to prove.
3. The Applicant shall bear all costs of the County in considering the request and the relief, waiver or exemption.
4. No relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted, the relief, waiver or exemption will have no significant affect on the health, safety and welfare of the County, its residents and other service providers.

Applicant requests temporary timing relief to provide "the basis for the calculations of the Tower's or support structure's capacity to accommodate the required number of antenna arrays for which the structure must be designed" as required by "Application Requirements for a New Tower or Support Structure or

For a Substantial Modification or Co-location, 1.B. Zoning and Planning, paragraph 6" after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot ordered until after a Geotech study has been performed and the Geotech report is available.

Applicant requests temporary timing relief to provide a certified statement of construction cost and of the total cost of applicant's equipment at the site " as required by "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, 1.B. Zoning and Planning, paragraph 8" after zoning approval and prior to issuance of a Building Permit. The costs of construction become clearer after the site has been awarded to a General Contractor which does not happen until after zoning is approved.

Applicant requests temporary timing relief to provide "a complete, unredacted copy of the foundation design and report for the Tower or other structure, including a geotechnical sub-surface soils investigation report and foundation design" as required by "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, 1.C. Safety, paragraph 5" after zoning approval but before issuance of a building permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot ordered until after a Geotech study has been performed and the Geotech report is available. The Geotech study is generally completed after zoning approval is received.

Applicant requests permanent relief from the requirements of flush mounting in "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, paragraph 6.e" Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

Applicant requests temporary timing relief to provide "certified documentation in the form of a structural analysis and report, including all calculations, showing that the Facility or Complex will be constructed to meet all local, state and federal structural requirements for loads, including wind and ice loads and including, but not limited to all applicable ANSI (American National Standards Institute) TIA 222 guidelines." as required by "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, paragraph 7" after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot ordered until after a Geotech study has been performed and the Geotech report is available.

Applicant requests permanent relief from the flush-mounting requirement in "Visibility and Aesthetics, paragraph 6." Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

Adherence to State and/or Federal Rules and Regulations

1. To the extent that the holder of a Conditional Zoning permit or administrative authorization for a Wireless Telecommunications Facility or Complex has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Conditional Zoning permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.

Acknowledged and agreed.

2. To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of a Conditional Zoning permit or Administrative Authorization for Wireless Telecommunications Facilities, then the holder of such a Conditional Zoning permit or Administrative Authorization shall conform the permitted Facility or Complex to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

Acknowledged and agreed.**Conflict with Other Laws**

Where this Section differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State or federal government, this Section shall apply.

Acknowledged and agreed.

The Towers, LLC d/b/a Vertical Bridge respectfully requests approval for this project.

Faulk & Foster, by Ralph Wyngarden, for The Towers, LLC d/b/a Vertical Bridge

Ralph Wyngarden

Date: May 13, 2025

Landlord:

James F. Reynolds, Jr. and
Janet B. Reynolds
1080 Rocky River Walk Road
King, NC 27021

Tenant:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-NC-5289
Site Name: E Pinnacle

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “**Agreement**”) is made this 4th day of October, 2023 (the “**Effective Date**”) by and between **James F. Reynolds, Jr., and wife, Janet B. Reynolds (“Landlord”)**, whose address is 1080 Rocky River Walk Road, King, NC 27021, and **The Towers, LLC, a Delaware limited liability company (“Tenant”)**, whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Stokes, in the State or Commonwealth of North Carolina, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 100' x 100' (approximately 10,000 square feet) and to obtain easements for guy wires, guy anchors, landscape buffer, utilities and access (collectively, the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and

EXHIBIT G

casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord [REDACTED] after the full execution of this Agreement. The Option Period will be for an term of two (2) years from the Effective Date (the "**Option Period**")

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord [REDACTED] ("**Rent**") at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Beginning on the first anniversary of the Rent Commencement Date of the first Renewal Term and each five-year anniversary of the Rent Commencement Date of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an [REDACTED] previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall

have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant 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. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. **USE.** The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment including, without limitation, guy wires and guy anchors, if applicable (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. **ACCESS AND UTILITIES.** During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. **EQUIPMENT, FIXTURES AND REMOVAL.** The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within

ninety (90) days after the expiration or earlier termination of this Agreement (the “**Removal Period**”), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant’s Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant’s assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord’s consent (a “**Permitted Assignment**”). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord’s written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord’s consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant’s prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys’ fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant’s use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord’s knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance

coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the

date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and

the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements

and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time,

provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

James F. Reynolds, Jr.
and Janet B. Reynolds
1080 Rocky River Walk
Road
King, NC 27021

If to Tenant:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

Ref: US-NC-5289
Attn: VP Asset Management

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

Otika J. Cherry
Name: Otika J. Cherry
Kathryn C. Redding
Name: Kathryn C. Redding

LANDLORD:

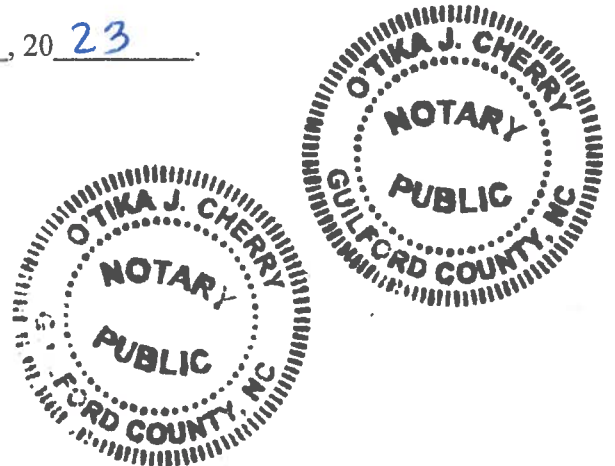
James F. Reynolds, Jr.
James F. Reynolds, Jr.
Date: 9-28-23
Janet B. Reynolds
Janet B. Reynolds
Date: 9-28-23

STATE OF North Carolina
COUNTY OF Stokes

I, a Notary Public, hereby certify that James F. Reynolds, Jr., and wife, Janet B. Reynolds personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal.

This the 28th day of September, 20 23.

Otika J. Cherry
Notary Public
Print Name: Otika J. Cherry
My Commission Expires: 9/28/2027



(Tenant signature page to Option and Lease Agreement)

WITNESSES:

ALL
Name: Alex Greenberg
Christopher Antoun
Name: Christopher Antoun

TENANT:

The Towers, LLC
a Delaware limited liability company

By: [Signature]
Name: Tim Shine
Title: VP of IT
Date: 10-04-2023

Leasing Ops ^{DS} 29

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Jeanne M Bruning (name of officer taking acknowledgment), SR Project Cor (official title of officer taking acknowledgment) certify that Tim Shine (name of attesting official) personally came before me this day and acknowledged that he/she is VP IT (title of attesting official) of The Towers, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its VP IT (title of official), sealed with its company seal, if any, and attested by himself (or herself) as its VP IT (title of attesting official).

Witness my hand and official seal, this the 4th day of October, 2023.

Jeanne M Bruning
Notary Public

Print Name: Jeanne M Bruning
My Commission Expires: 4/20/24



EXHIBIT 1

Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

BEGINNING at an existing iron pin, the Northern corner of Lot #3 of the Wade Boyles property owned by Max and Ellis Boyles, thence S 47 deg. 32' 58" W 941.46 feet to a 1-1/4" solid iron found, thence N 87 deg. 45' 49" W 242.02 feet to a 3/4 x 3/4" flat iron bar found, a corner with Homer Cyrus Edwards, thence N 10 deg. 00' 53" E 1,312.58 feet to an axle found, thence N 08 deg. 39' 34" E (crossing an existing iron pin at 321.83 feet) a total of 356.08 feet to an existing iron pin in the centerline of SR #1163, thence along the centerline of SR #1163 N 87 deg. 54' 28" E 30.53 feet to an existing iron pin, thence leaving the centerline of SR #1163 S 08 deg. 39' 34" W (crossing an existing iron pin at 30.00 feet) a total of 363.56 feet to an existing iron pin, a corner with Rober C. Boyles farm, thence S 08 deg. 39' 34" W 75.46 feet to an existing iron pin, thence S 77 deg. 56' 18" E 138.91 feet to an existing iron pin, thence N 15 deg. 10' 15" E 75.43 feet to an existing iron pin, thence S 77 deg. 56' 18" E 696.88 feet to a 3/4" rebar, thence continuing S 77 deg. 56' 18" E 37.65 feet to a 3/4" rebar in the centerline of SR #1163, thence along the centerline of SR #1163 S 25 deg. 44' 07" E 132.23 feet to a 3/8" rebar, a corner with Kenneth Duggins house tract, thence S 42 deg. 06' 31" W 77.03 feet to a 1/2" iron pipe, thence N 80 deg. 00' 31" W 345.39 feet to a 1/2" iron pipe, thence S 33 deg. 24' 17" W 167.75 feet to a 1/2" iron pipe, thence S 62 deg. 21' 46" E 351.81 feet to a 3/8" rebar, thence S 65 deg. 26' 42" E 30.20 feet to a 3/4" rebar, thence

Survey of Wade Boyles Lot #3, prepared by Bunn Engineering, dated August 1, 1988.

0332 1892
S 18 deg. 00' 28" W 111.42 feet to a 3/4" rebar, thence N 44 deg. 46' 37" W (crossing a point in the Western line of a 30 foot easement at 33.74 feet) for a total of 87.48 feet to an existing iron pin, the point of BEGINNING, and containing 18.41 acres, according to a survey prepared by Bunn Engineering, dated August 1, 1988.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)



EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: E Pinnacle
Site Number: US-NC-5289
Commitment #: _____

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **James F. Reynolds, Jr., and wife, Janet B. Reynolds** ("**Landlord**"), whose address is 1080 Rocky River Walk Road, King, NC 27021, and **The Towers, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated October 4th, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

3. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

O'Tika J. Cherry
Name: O'Tika J. Cherry

Kathryn C Redding
Name: Kathryn C Redding

LANDLORD:

James F Reynolds, Jr.
James F. Reynolds, Jr.

Date: 9-28-23

Janet B. Reynolds
Janet B. Reynolds

Date: 9-28-23

STATE OF North Carolina
COUNTY OF Stokes

I, a Notary Public, hereby certify that James F. Reynolds, Jr., and wife, Janet B. Reynolds personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal.

This the 28th day of September, 20 23.

O'Tika J. Cherry
Notary Public

Print Name: O'Tika J. Cherry

My Commission Expires: 9/28/2027



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

ALL
Name: Alex Greenberg
Christopher Anderson
Name: Christopher Anderson

TENANT:

The Towers, LLC
a Delaware limited liability company

By: [Signature]
Name: Tim Shine
Title: VP of IT
Date: 10-04-2023

Leasing Ops ^{DS} 20

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Joanne M Bruning (name of officer taking acknowledgment), Sr Project Coord. (official title of officer taking acknowledgment) certify that Tim Shine (name of attesting official) personally came before me this day and acknowledged that he/she is VP IT (title of attesting official) of The Towers, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its VP IT (title of official), sealed with its company seal, if any, and attested by himself (or herself) as its VP IT (title of attesting official).

Witness my hand and official seal, this the 4th day of October, 2023.

Joanne M Bruning
Notary Public

Print Name: Joanne M Bruning
My Commission Expires: 4/20/24



EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

BEGINNING at an existing iron pin, the Northern corner of Lot #3 of the Wade Boyles property owned by Max and Ellis Boyles, thence S 47 deg. 32' 58" W 941.46 feet to a 1-1/4" solid iron found, thence N 87 deg. 45' 49" W 242.02 feet to a 3/4 x 3/4" flat iron bar found, a corner with Homer Cyrus Edwards, thence N 10 deg. 00' 53" E 1,312.58 feet to an axle found, thence N 08 deg. 39' 34" E (crossing an existing iron pin at 321.83 feet) a total of 356.08 feet to an existing iron pin in the centerline of SR #1163, thence along the centerline of SR #1163 N 87 deg. 54' 28" E 30.53 feet to an existing iron pin, thence leaving the centerline of SR #1163 S 08 deg. 39' 34" W (crossing an existing iron pin at 30.00 feet) a total of 363.56 feet to an existing iron pin, a corner with Rober C. Boyles farm, thence S 08 deg. 39' 34" W 75.46 feet to an existing iron pin, thence S 77 deg. 56' 18" E 138.91 feet to an existing iron pin, thence N 15 deg. 10' 15" E 75.43 feet to an existing iron pin, thence S 77 deg. 56' 18" E 696.88 feet to a 3/4" rebar, thence continuing S 77 deg. 56' 18" E 37.65 feet to a 3/4" rebar in the centerline of SR #1163, thence along the centerline of SR #1163 S 25 deg. 44' 07" E 132.23 feet to a 3/8" rebar, a corner with Kenneth Duggins house tract, thence S 42 deg. 06' 31" W 77.03 feet to a 1/2" iron pipe, thence N 80 deg. 00' 31" W 345.39 feet to a 1/2" iron pipe, thence S 31 deg. 24' 17" W 167.75 feet to a 1/2" iron pipe, thence S 62 deg. 21' 46" E 351.81 feet to a 3/8" rebar, thence S 65 deg. 26' 42" E 30.20 feet to a 3/4" rebar, thence

Survey by John H. H. 1974, Revised 1977. Survey by John H. H. 1977, Revised 1978. Survey by John H. H. 1978, Revised 1979.

0332 1892

S 18 deg. 00' 28" W 111.42 feet to a 3/4" rebar, thence N 44 deg. 46' 37" W (crossing a point in the Western line of a 30 foot easement at 33.74 feet) for a total of 87.48 feet to an existing iron pin, the point of BEGINNING, and containing 18.41 acres, according to a survey prepared by Bunn Engineering, dated August 1, 1988.

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: E Pinnacle

Site Number: US-NC-5289

Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **James F. Reynolds, Jr., and wife, Janet B. Reynolds** ("**Landlord**"), whose address is 1080 Rocky River Walk Road, King, NC 27021, and **The Towers, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated the 4th day of October, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

Otika J. Cherry
Name: Otika J. Cherry

Kathryn C Redding
Name: Kathryn C Redding

LANDLORD:

James F. Reynolds, Jr.
James F. Reynolds, Jr.

Date: 9-28-23

Janet B. Reynolds
Janet B. Reynolds

Date: 9-28-23

STATE OF North Carolina

COUNTY OF Stokes

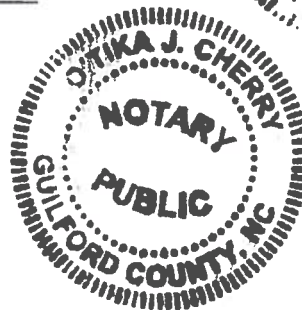
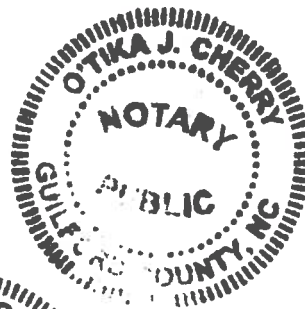
I, a Notary Public, hereby certify that James F. Reynolds, Jr., and wife, Janet B. Reynolds personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal.

This the 20th day of September, 20 23.

Otika J. Cherry
Notary Public

Print Name: Otika J. Cherry

My Commission Expires: 9/28/2027



(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

ALL
Name: Alex Greenberg
[Signature]
Name: Christopher Antoun

TENANT:

The Towers, LLC
a Delaware limited liability company

[Signature]
By: _____
Name: Tim Shine
Title: VP of IT
Date: 10-04-2023

Leasing Ops ^{DS} LG

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Jeanne M Bruning (name of officer taking acknowledgment), SP Project Coord. (official title of officer taking acknowledgment) certify that Tim Shine (name of attesting official) personally came before me this day and acknowledged that he/she is VP IT (title of attesting official) of The Towers, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its VP IT (title of official), sealed with its company seal, if any, and attested by himself (or herself) as its VP IT (title of attesting official).

Witness my hand and official seal, this the 4th day of October, 2023.

Jeanne M Bruning
Notary Public

Print Name: Jeanne M Bruning

My Commission Expires: 4/20/24



EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

BEGINNING at an existing iron pin, the Northern corner of Lot #3 of the Wade Boyles property owned by Max and Ellis Boyles, thence S 47 deg. 32' 58" W 941.46 feet to a 1-1/4" solid iron found, thence N 87 deg. 45' 49" W 242.02 feet to a 3/4 x 3/4" flat iron bar found, a corner with Homer Cyrus Edwards, thence N 10 deg. 00' 53" E 1,312.58 feet to an axle found, thence N 08 deg. 39' 34" E (crossing an existing iron pin at 321.83 feet) a total of 356.08 feet to an existing iron pin in the centerline of SR #1163, thence along the centerline of SR #1163 N 87 deg. 54' 28" E 30.53 feet to an existing iron pin, thence leaving the centerline of SR #1163 S 08 deg. 39' 34" W (crossing an existing iron pin at 30.00 feet) a total of 363.56 feet to an existing iron pin, a corner with Rober C. Boyles farm, thence S 08 deg. 39' 34" W 75.46 feet to an existing iron pin, thence S 77 deg. 56' 18" E 138.91 feet to an existing iron pin, thence N 15 deg. 10' 15" E 75.43 feet to an existing iron pin, thence S 77 deg. 56' 18" E 696.88 feet to a 3/4" rebar, thence continuing S 77 deg. 56' 18" E 37.65 feet to a 3/4" rebar in the centerline of SR #1163, thence along the centerline of SR #1163 S 25 deg. 44' 07" E 132.23 feet to a 3/8" rebar, a corner with Kenneth Duggins house tract, thence S 42 deg. 06' 31" W 77.03 feet to a 1/2" iron pipe, thence N 80 deg. 00' 31" W 345.39 feet to a 1/2" iron pipe, thence S 33 deg. 24' 17" W 167.75 feet to a 1/2" iron pipe, thence S 62 deg. 21' 46" E 351.81 feet to a 3/8" rebar, thence S 65 deg. 26' 42" E 30.20 feet to a 3/4" rebar, thence

Survey Commission No. 1-1976, Revised 1-1977. Survey Commission No. 2-1977, Revised 1-1978. Survey Commission No. 3-1977, Revised 1-1978.

0332 1892

S 18 deg. 00' 28" W 111.42 feet to a 3/4" rebar, thence N 44 deg. 46' 37" W (crossing a point in the Western line of a 30 foot easement at 33.74 feet) for a total of 87.48 feet to an existing iron pin, the point of BEGINNING, and containing 18.41 acres, according to a survey prepared by Bunn Engineering, dated August 1, 1988.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

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

Insert metes and bounds description of area



Board of County Commissioners
June 9, 2025
6:00 PM

Item number: VII.b.

ACAB Applications

Contact: Olivia Jessup, Clerk to the Board

Summary:

At the last Board Meeting, it was decided to create a new Animal Control Advisory Board. Applications for At-Large Members and the Animal Advocacy Organization Member were made available on the County Website and accepted until June 6th.

Additionally, one member must be the Stokes County Health Director, or an appointed designee. Health Director Tammy Martin has requested to serve in this role.

At Large Member Applications:

- Edith Bennett
- Karen Condon
- Gerald Conrad
- Glenn Knox
- Linda Hartgrove Mabe
- Heather Miller
- Mark Pendleton
- Ellen Peric
- Ken Sevier
- Shannon Shaver

Animal Advocacy Organization Member:

- Sherry Smith

Health Director: Tammy Martin

Attached are the applications received.

ATTACHMENTS:

Description	Upload Date	Type
Bennett Application	6/3/2025	Cover Memo
Condon Application	6/3/2025	Cover Memo
Conrad Application	6/6/2025	Cover Memo
Knox Application	6/3/2025	Cover Memo
Mabe Application	6/3/2025	Cover Memo

Miller Application	6/3/2025	Cover Memo
Pendleton Application	6/4/2025	Cover Memo
Peric Application	6/6/2025	Cover Memo
Sevier Application	6/6/2025	Cover Memo
Shaver Application	6/3/2025	Cover Memo
Smith Application	6/5/2025	Cover Memo



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: Edith "Edge" Bennett AGE: 52

ADDRESS: 1280 King Rd

CITY: Westfield STATE: NC ZIP: 27053

E-MAIL: edgebe27@gmail.com PHONE: 336 970-3744

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Animal Advisory Board

Comments: Please note why you are interested in serving on this committee.

I have lived in Stokes County all my life.
I grew up on a tobacco farm where we had
plenty of farm animals. My family raised pigs and
used horses to help with farming. I have always
been a huge animal lover. We have adopted from
F055 and the animal shelter. My family has 4 dogs
and one cat that are just like family. I would love to

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

No Conflicts

help with
the future
of the
animals in
Stokes
County.

**IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.

Fax/Mail/Email appointment application to Amber Brown, Clerk to the Board,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us

KAREN CONDON

336-202-9935 ♦ kc2100@live.com

PROPERTY DEVELOPMENT AND CONSTRUCTION MANAGER

Skilled negotiator, able to obtain favorable terms for leases, purchases, and services to meet business requirements for acquisition, upgrades, and operations. Experienced Lease and contracts administrator for over 300 properties. Properties and Construction Management professional experienced in planning and coordinating construction projects. Proven ability to work with elected and appointed public officials, government agency representatives, and airport management to gain variances, negotiate large-scale changes, and obtain permitting and final occupancy approvals. Guide construction projects throughout the project life cycle, from the scope development, estimating, and bidding of the work through implementation, acceptance, and occupancy.

CORE COMPETENCIES

- | | | |
|--------------------------------|----------------------------------|----------------------------------|
| • Facilities Planning | • Operations Management | • Construction Management |
| • Capital Planning/Budgeting | • Customer Service | • Bidding/Procurement/Estimating |
| • Construction Document Review | • Quality Assurance | • Lease Administration |
| • Safety Program Management | • Invoicing/Financial Management | • Contract Negotiations |

KEY QUALIFICATIONS

- 25 + years of experience completing thousands of projects ranging from \$25,000 to \$25 Million
- Tenacious negotiator in obtaining favorable property purchase and lease terms, as well as renewals.
- Expertise in resolving obstacles to construction projects with innovation solutions and work-arounds

CONSTRUCTION PROJECT MANAGER

Lowe's Home Improvement

2021-Present

- Nationwide Construction Management of new builds, remodels, and additions for new and existing stores, as well as supply chain distribution sites.
- Annual planning for selection of projects and budgeting.
- Oversee competitive bidding and award for capital and expense projects.
- Ensure schedule and budget compliance for an average of 30 projects annually.

REGIONAL PROPERTY DEVELOPMENT MANAGER

2007 - 2020

Enterprise Holdings, Inc. / Enterprise / Alamo / National Rent A Car – Western NC

- Manage a diversified range of projects successfully completing up-fits, remodels and ground up construction at more than 120 locations, including the new Charlotte Airport Consolidated Rental Car Center.
- Identify properties, negotiate leases and purchases, perform due diligence, develop project scopes and budgets, and select Architect, Engineers and General Contractors by issuing requests for proposal.
- Serve as Owner's Representative during project life cycle, review and approve payment applications from contractors and consultants, conduct walkthroughs to gauge project progress and quality of work.
- Coordinate punch lists at project completion, receive occupancy permits, and coordinate moves.
- Implement retrofits to achieve energy conservation and supervise large scale water, lighting, and HVAC projects.
- Ensure OSHA safety and environmental/HAZMAT compliance.
- Work with State and County officials to obtain zoning and building permitting.

Highlights:

- Inherited 10 properties that were inadequate to meet business requirements. Worked with brokers and landowners to find new locations to build new, enhanced stores.

- > Negotiated leases and purchases for highest priority locations as well as renewals.
- > Managed each construction project successfully achieving on time, on budget, high quality properties.
- > Oversaw planning, design, build out and contract negotiations for Enterprise Alamo National at the new CLT Consolidated Rental Car facility.
- Moved corporate headquarters to Class A office space with improved conference, training and administrative spaces.
 - > Conducted large scale property search and identified contenders for relocation.
 - > Negotiated costs and construction budgets.
 - > Obtained \$280,000 tenant improvement allowance and six months of free rent to incentivize the deal.

KAREN CONDON – Page 2

336-202-9935 ♦ kc2100@live.com

GROUP PROPERTY DEVELOPMENT AND FACILITIES MANAGER – SOUTH FLORIDA

2003 - 2007

Enterprise Rent-A-Car – South FL

- Managed the Properties and Construction team of eight FT employees; overseeing negotiated purchases, leasing, construction contracts and successful completion of projects.
- Acquired property for new business locations.
- Oversaw lease administration for 300+ locations
- Wrote and issued Requests for Proposal for contracting and consulting services, building relationships with suppliers and vendors to ensure adequacy of resources for ongoing projects.
- Successfully engaged with government entities to obtain approval for new locations.
- Ensured ADA compliance and other regulatory requirements during construction and in facility operations.

Highlights:

- Spearheaded fueling consortium for new Fort Lauderdale airport Car Rental Center as rental car company representative, successfully gaining stakeholder consensus for a shared fuel farm that saved \$200,000 in equipment, grading, maintenance, and management fee in one year.
- Successfully built a tilt up constructed new 35,000 square foot South Florida Corporate Headquarters that housed training, fleet management, Regional Management and Group Management for South Florida Operations.
- Obtained property for new Commercial Truck Rental locations and successfully built and opened six new locations in 2 years that were profitable within six months.
- Ensured ADA compliance of all South Florida locations, coordinated audit of all locations and engaged contractors to implement required modifications to achieve compliance, saving \$25,000 in potential fines per location.

REGIONAL PROPERTY DEVELOPMENT AND FACILITIES MANAGER

2001 - 2003

Enterprise Rent-A-Car – Broward County, FL

- Negotiated leases and purchases for rental branch operations and supervised facility maintenance and upkeep.
- Managed construction projects by creating Requests for Proposals, developing budgets, negotiating contracts, and supervising construction to ensure compliance with construction contract documents.
- Ensured that new facilities were consistent with branding and corporate image.
- Trained branch employees in corporate initiatives and processes.

Highlights:

- Managed project to address water management and environmental impact compliance issues for multiple car wash facilities, providing a cost-effective solution for installation at each site.
- Oversaw planning, design, and build out of Enterprise at Fort Lauderdale Airport Consolidated Rental Car facility.

EDUCATION

Master of Public Administration – Management Specialization

Nova Southeastern University – Ft. Lauderdale, FL

Pi Alpha Alpha Public Administration Honor Society

Bachelor of Arts

Queens College, City University of New York

CERTIFICATIONS

- OSHA Construction Safety – 10 Hour Certification
- HazMat Training Certificate NCDENR
- 10 Hour EPLAN Certification

COMMUNITY SERVICE

- Board Member and Former Chair – United Way of Greater Greensboro Women's United
- Volunteer Trainer – Family Success Center of Guilford County – GED and Career Coaching
- Humane Society of Guilford County-Spay and Neuter Appointment Line

References:

Terry Elliott-Construction Program Director- Lowes Home Improvement
(704) 881-3772
terry.l.elliott@lowes.com

Jeff Kusz-Group Property Development Manager-Enterprise Mobility (Enterprise Rent A Car)
(317) 331-2586
Jeffrey.d.kusz@ehi.com



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us

References – Gerald Conrad

Calvin Covington – Stokes County Farm Bureau Board Member

(352)-266-7576

Brad Newsome – Stokes County Farm Bureau Board Member, Beef Producer

(336)-306-0553

Lawana Manning, *Buffalo Creek Dairy*

(336)-816-4805



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

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PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us



APPOINTMENT APPLICATION

NAME: Linda HARTGROVE MABE AGE: 72

ADDRESS: 1454 CHARLIE HARTGROVE Rd

CITY: King STATE: N.C ZIP: 27021

E-MAIL: lucernbj@aol.com PHONE: 336-972-4542

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Animal Control Advisory Board (ACAB)

Comments: Please note why you are interested in serving on this committee.

SEE ATTACHED COPY

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

N/A

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board,**
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

EMAIL: amber@stokescountync.gov

Animal Advocacy
Organization

May 30 2025

Comments

1. For the betterment of all animals. I serviced on FOSS Board
2013 thru 2020 rotated off. We raised \$450,000.00 (I was event Coordinator)
attach copy.
- 2 On the advisory committee to approve plans for Stokes New Animal Shelter.
3. Raised \$17,700.00 Auction was held (Our Place in Walnut Cove) for the cat room
for our New Shelter (Honor of Shirley Bullins).

I think I could be a benefit to the ACAB with suggestion for much needed guidelines.

E BEGINING AND THE END...

<https://mail.aol.com/webmail-std/en-us/PrintMessag>

From: duncanbj@aol.com,

To: ahwalhuteovepa@embarqmail.com, arsc2004@gmail.com, lesliestaples54@gmail.com, torymabe@me.com, jnjspeirer@yahoo.com,

Subject: THE BEGINING AND THE END...

Date: Tue, Dec 15, 2020 9:03 pm

Dec 16 2020

Dear Original Team

With no regrets we as a team accomplished our Goal To build a much needed NO KILL

SHELTER (FOSS)..For Stokes County. When I was called upon 5 yrs ago to join this team For fund raising we had appox \$60,000.00...We as a Great Team raised that to over \$450,000.00..Wow beyond my expectations.

We fought hard and sometimes with each other..But we as a team made it happen ..I am proud as I know each one of you All are...I leave you in good hands.

I wish you all continued success..if I can contribute to help you again please don't hesitate to call .

Linda Hartgrove - Mabe

PS..As you know Anthony has had Covid 19

I will be unavailable for the meeting tomorrow night DEC 16

We will not have Internet .

When Leslie sends the agenda if allowed

I will vote on Board Members and Chairman



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

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Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us



STOKES COUNTY APPOINTMENT APPLICATION

NAME: R. Mark Pendleton AGE: 76

ADDRESS: P.O. Box 36 / 2675 Morse Rd

CITY: Lansenville STATE: N.C ZIP: 27022

E-MAIL: mark.pendleton@perbarnfeed.com PHONE: 336-446-2305

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Animal control Advisory Board

Comments: Please note why you are interested in serving on this committee. ?

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

My Son & I own 4,000 hd. of cattle. most are
in Kansas and Nebraska.

**IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346
Email: anbrown@co.stokes.nc.us



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

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PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us

Ellen Peric

ellen@carolinafarms.com • 1095 Wheeler Smith Road, Lawsonville • 336-456-5256

Born on a tobacco farm in Guilford County, (outside of Summerfield) I was the youngest of 6 girls. We raised tobacco, corn, hay and had huge gardens to provide most of our food as well as two dairy cows that had to be milked. I couldn't wait to get off the farm. After graduating high school, I became the first person to attend college in our extended family. Working at a local Kmart part-time, I was able to pay all my school fees. Attending UNCG and living at home, I got my Dad to supplement my earnings with a loan so I could attend a two and half month study in Europe during my last semester.

After college, Kmart offered me a management training position and since I had to pay Dad back – I accepted. My early career took me to Greensboro, Winston-Salem, Mount Airy and Tom's River NJ. Promoted to District Manager, I managed 10 stores in Rocky Mount (Softlines Division). From there I was promoted to Headquarters in Royal Oak, Michigan and moved through the positions of Planner, Assistant Buyer, Buyer. This involved traveling to Asia to place orders in many countries (at that time we had over 3000 stores).

In 1993 I was promoted to Softlines Director- Europe Division (Kmart had purchased 13 stores in the Czech and Slovak Republics). I moved to Prague with my beagle. In 1995 I married another ex-pat – Igor Peric.

Kmart sold the Europe Division in 1996 and I decided not to stay with the English hyper-market. Instead I took a position setting up a local buying office in Puerto Rico for Kmart. We lived there for two years.

Returning to Kmart Headquarters in 1998 I became a buyer for a larger department. I resigned from Kmart in 1999 after 21 years and moved to NJ to work in NY for a manufacturer. Kmart was on a downward spiral.

In 2001, I returned to Greensboro to care for my Dad (Mom had passed from Alzheimers). He died suddenly just two months later. As Executrix, I sold the farm and managed an owner finance situation for three years. We bought a 45 acre farm in northeast Stokes County – giving a home to Donkey, 6 potbelly pigs, chickens, dogs, cats and honeybees.

Joined Carolina Farms & Homes as a Broker in 2002. In 2004, I became a partner in the business and the Broker-in-Charge of the Pilot Mountain office. After buying out two partners in 2009, I became the principal broker of the company. My business partner is Leon Inman.

I am licensed in North Carolina and Virginia. Am a member of the REALTOR Land Institute and have earned my designation as an Accredited Land Consultant and also the GREEN designation.

Helping my local association, I served as president of the Surry Regional Association of REALTORS and State Director in 2009 and 2013. Selected "REALTOR of the YEAR 2012" by my peers.

Almost immediately after moving to Stokes County, I joined the Stokes County Arts Council. I could see that in a small county, this organization could do so much to enhance the lives of the residents. I became Board President and served for 12 years. I continue to serve on the board and volunteer too many hours to count.

In 2015 I began making soap and it quickly grew to more than a hobby. My products are carried at Hanging Rock State Park Visitor Center, Priddy's General Store, The Daily Basket and The Arts Place.

Advocating for animals was natural. All my pets over the years were rescues.... Many were rescued while out and about on real estate appointments. When I was young, we were not allowed to have pets – every animal was there for a purpose – not for fun. Watching hogs killed in the fall and rabbits skinned on the side of the shed – animals were an important part of our existence. It is important to me that even if animals are raised for food that they be cared for and treated humanely. I have volunteered for pet transport, helped with every rabies clinic prior to the shelter taking that over, donated items and money to both the Shelter and to FOSS.

My particular talents are: Strategic planning, Leadership, Communication, and Collaboration.

I love to garden, read, volunteer, fiber arts and love being involved in causes that affect my county, my country and my earth.

References:

Eddy McGee

Tory Mabe

Leon Inman



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: AGE:

ADDRESS:

CITY: STATE: ZIP:

E-MAIL: PHONE:

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Comments: Please note why you are interested in serving on this committee.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346

Email: anbrown@co.stokes.nc.us

Ken Sevier
2693 Flat Shoals Rd.
Germanton, NC 27019
kesevier@gmail.com
336-830-1296

References for Position on Animal Control Advisory Board

Don Bowles
1184 Payne Road
Rural Hall, NC 27045
336-414-6441

Eddie Yates
1499 Bradley Road
Pinnacle, NC 27043
336-793-6008

Dwayne Livengood
178 Livengood Lane
Pinnacle, NC 27043
336-608-2357



STOKES COUNTY APPOINTMENT APPLICATION

NAME: Shannon Shaver AGE: 49

ADDRESS: 1120 Brookview Lane

CITY: Germanton STATE: NC ZIP: 27019

E-MAIL: shannonsshaver76@gmail.com PHONE: 336-408-6720

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

Animal Control Advisory Board

Comments: Please note why you are interested in serving on this committee.

I am interested in serving on the Stokes County Animal Control Advisory Board as I have a passion for animal welfare and improving the lives of animals in Stokes County, as well as promoting responsible pet ownership. I would like the opportunity to work with a Board that can share ideas in a productive meeting environment. I have served on the current Board as the secretary and attended all meetings held except for two to which I gave prior notice of not being able to attend. I am committed to dedicating my time and effort to the Animal Control Advisory Board. I have volunteered with shelters, and rescues for numerous years in many capacities and believe I can be an asset.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

N/A

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346
Email: anbrown@co.stokes.nc.us

Shannon Shaver
1120 Brookview Lane
Germanton, NC 27019
336-408-6720
Shannonshaver76@gmail.com

References

Mike Marshall
1055 Watt Stevens Road
Danbury, NC 27016
336-341-2461

Stormie Speaks
1271 Carson Watts Road
King, NC 27021
336-972-4436

Wade White
4062 Flat Shoals Road
Germanton, NC 27019
336-407-3734



STOKES COUNTY

APPOINTMENT

APPLICATION

NAME: SHERY ANNETTE SMITH AGE: 61

ADDRESS: 1409 EASLEY ROAD

CITY: WALNUT COVE STATE: NC ZIP: 27052

E-MAIL: surfchick63@yahoo.com PHONE: 336-314-2315

PLEASE INDICATE THE COMMITTEE OR BOARD YOU ARE INTERESTED IN SERVING ON:

ANIMAL SHELTER ADVISORY BOARD - ANIMAL ADVOCACY POSITION

Comments: Please note why you are interested in serving on this committee.

I FEEL THAT I HAVE A LOT TO OFFER THE COUNTY IN THIS CAPACITY.
MY LAW ENFORCEMENT EXPERIENCE COMBINED WITH MY EXPERIENCE
WITH ANIMALS WOULD BE BENEFICIAL IN THIS POSITION.

Conflicts of Interest: Please list any conflicts that would limit your ability to serve this committee or board.

N/A

****IT IS PREFERRED TO ATTACH OR INCLUDE REFERENCES OR A RESUME IF AVAILABLE.**

Fax/Mail/Email appointment application to **Amber Brown, Clerk to the Board**,
PO Box 20, Danbury, NC 27016 | Phone: 336-593-2448 | Fax: 336-593-2346
Email: anbrown@co.stokes.nc.us

Sherry A. Smith
1409 Easley Road
Walnut Cove, NC 27052
336-314-2315

References

Dr Deborah Cowan, DVM
Animal Hospital of Walnut Cove
336-416-7093
Length of time known-32 years

Chris Bunce
Retired Accountant
336-972-2688
Length of time known-47 years

Bill Petree
Tuttle Hardware-Owner
336-403-1747 / 336-591-4217
Length of time known-45 years

Work History

Retired Winston Salem Police Officer

Retired from the Animal Hospital of Walnut Cove
Surgical Technician and Hospital Manager

I am a sixth generation Stokes County resident. I have inherited my family farm in Walnut Cove. What I bring to this group is an understanding of Stokes County and its citizens. I understand the law and I understand animals.



Board of County Commissioners

June 9, 2025

6:00 PM

Item number: VIII.a.

Board of Health Reappointments

Contact: Tammy Martin, Health Director

Summary:

The terms for four members of the Board of Health will expire soon and need to be revisited. The members are B. Ross Kiser, Ashley L. Osteen, Chad E. Jarvis, and Keith R. Lawson. Kiser, Osteen, and Jarvis were nominated at the previous Board Meeting. Lawson's vacancy was posted on the Appointments Page of the County website. No applications were received.

ATTACHMENTS:

Description	Upload Date	Type
Board of Health Reappointment	5/23/2025	Cover Memo

23 May 2025

Chad E. Jarvis, Chairman
Stokes County Board of Health
306 Summit Street
Walnut Cove NC 27052-9353

Stokes County Board of Commissioners
Ronald Regan Administrative Building
1014 Main Street, Danbury, NC 27016

Honorable Commissioners:

On 20 May 2025, the Board of Health made a unanimous consensus to approve and forward recommendations for the following reappointments:

B. Ross Kiser, PharmD (Pharmacist)

This is a “working” board and Ross exemplifies this term. His committee contributions to policy revision, seeking innovative ways for the citizens to obtain medications, and insight are essential to the future of public health in our county. Mr. Kiser has requested, and I am recommending a three-year appointment. His term ended in May 2025.

Ashley L. Osteen (Public Member)

Mrs. Osteen brings a broad background in medical practice management during her time with Wake Forest Baptist Health. That is furthered by her current work at Duke University involving clinical trials and disease research management. She brings a vast skill set in management to the table that is rarely found. Her term ended in March 2025. Mrs. Osteen is requesting, and I am recommending a three-year appointment.

Chad E. Jarvis, Reg. Paramedic (ret) (Public Member)

My three-year appointment ends June 2025, and it would be an honor and privilege to continue participating in the excellent work of the Department of Public Health. Our Board and staff have a vision and ability to move forward utilizing innovative methods to improve the overall wellbeing of our citizens. I am humbly requesting that you reappoint me for a three-year term.

Keith R. Lawson, RRT (Public Member)

Mr. Lawson has been a pillar of health care in our county for decades. As a Registered Respiratory Therapist, he has encountered and touched many lives. As an educator his impact is exponentially increased. He has served as Chief of the Lawsonville Fire Department, a member of the Stokes County Emergency Medical Services, and the longest known member of the Stokes County Board of Health. Keith is currently the Pastor of the Snow Hill United Methodist Church. Sadly, but understandably, he is not seeking reappointment. The Board of Health is planning a celebration in recognition of his years of service in the near future. I will keep each of you informed.

As some of you recall, many of the former Board members' terms ended nearly simultaneously. As such I requested that several of the appointments, such as Ross and Ashely, to be two-year terms. This would ensure organization capability as membership changes. In years past it was the norm for the Clerk to the Board of Commissioners to maintain the appointment terms of the boards. Times and people change, along with increasing workloads. As such, and in keeping with the board of public health administrative policy, the secretary to the Stokes County Board of Health will ensure and maintain all board appointment terms in each member's file that includes training as mandated by North Carolina Public Health rules and laws. The Board of Health has tasked the Director with revising the Departments web page to include each member's term limits. This attention to detail is essential to the accreditation of the Stokes County Health Department. It is a personal commitment that I have made to each of you as the Chairman to ensure that Public Health in our County is innovative, transparent and accountable.

Advertising for current seats on the Board are Optometrist and Veterinarian. Dr. Amber Hairford and Ross Kiser are reaching out and recruiting applicants for us to review and send recommendations to the Board of Commissioners' Clerk. This will now include Mr. Lawsons seat. We have been highly successful in outreach to obtain talented individuals to recommend for appointments. It is vital that the individual is a fit for Public Health. Willing to provide creative input, willing to articulate opposition while providing innovative solutions.

Please reach out to me if any of you have questions, concerns, suggestions, etc. I am available at your convenience. The Board of Health is an appointed extension of the County Commissioners. You have a Board of extremely talented professionals to not only provide policy and guidance to the Health Director but provide sound recommendations to you, our commissioners.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chad E. Jarvis'.

Chad E. Jarvis, Chairman

(336) 596-2550

cjarvisccemtp@hotmail.com

(reappointment methodology attached)

Member Reappointment Requests for the Board of Public Health

Ensuring Continuity and Expertise

Introduction

The Board of Public Health plays a crucial role in overseeing and guiding the health policies and initiatives within a community. Member reappointments are essential to supporting continuity, expertise, and the effective functioning of the board. This document outlines the process, significance, and considerations involved in member reappointment requests for the Board of Public Health.

The Importance of Reappointments

Reappointments ensure that experienced and knowledgeable members continue to contribute to the board's mission. They bring historical context, sustained relationships, and a deep understanding of ongoing projects and challenges. Reappointing members can thus prevent disruptions and allow the board to operate seamlessly.

Member Reappointment Process

The process of member reappointment typically involves several steps:

- **Evaluation:** Current board members are evaluated based on their performance, contributions, and commitment. This assessment helps determine their eligibility for reappointment.
- **Recommendation:** A formal recommendation is made, usually by the chairperson or a designated committee, endorsing the reappointment of eligible members.
- **Approval:** The recommendation is then presented to the relevant authorities, such as the municipal government or health department, for approval.
- **Notification:** Upon approval, members are officially notified of their reappointment, along with details regarding the term length and responsibilities.

Key Considerations for Reappointment

Several factors must be considered when evaluating members for reappointment:

- **Performance:** Assessing the members' contributions, attendance, and engagement during their previous term.
- **Expertise:** Ensuring the member possesses relevant knowledge and skills to address current and future public health issues.
- **Commitment:** Evaluating the members' dedication to the board's objectives and willingness to contribute actively.
- **Diversity:** Promoting diversity within the board to reflect the community's demographics and ensure a wide range of perspectives.
- **Term Limits:** Considering any term limits or bylaws that might affect the eligibility for reappointment.

Benefits of Reappointment

The reappointment of board members offers several advantages:

- **Continuity:** It ensures that ongoing projects and initiatives proceed without interruption.
- **Stability:** Experienced members provide stability and leadership during periods of change or crisis.
- **Mentorship:** Veteran members can mentor new appointees, facilitating knowledge transfer and succession planning.
- **Institutional Memory:** Long-serving members retain institutional memory, helping navigate historical contexts and precedents.

Challenges and Solutions

Reappointments can face certain challenges, such as resistance to change or conflicts of interest. Addressing these challenges involves:

- **Transparent Processes:** Implementing transparent evaluation and recommendation processes to build trust and fairness.
- **Conflict Resolution:** Board administrative policy is in place to manage conflicts of interest and ensure unbiased decision-making.
- **Engagement:** Encouraging active engagement and input from all board members to foster a collaborative environment.



Board of County Commissioners

June 9, 2025

6:00 PM

Item number: VIII.b.

Approval of FY 25/26 Budget

Contact: Jeff Sanborn, County Manager

Summary:

Per NC General Statute 159-13, attached is the Stokes County Annual Budget Ordinance for Fiscal Year 2025-2026 for the Board of Commissioners' consideration and approval. A link to the final Stokes County Operating Plan (SCOP) for FY 2026 can be found below. The SCOP contains required budget documents like the annual budget ordinance, budget message, and detailed budgeting account information, but also expands upon this to include greater context for interpreting budget numbers and describes what the County intends to accomplish. Other sections of the plan include about county services, five-year forecasts, and descriptions of capital projects and a five-year capital improvement plan.

Stokes County Operating Plan FY 2026

ATTACHMENTS:

Description	Upload Date	Type
Budget Ordinance	6/6/2025	Cover Memo



ANNUAL BUDGET ORDINANCE

COUNTY OF STOKES Budget Ordinance Fiscal Year 2026

BE IT ORDAINED AND ESTABLISHED by the Stokes Board of County Commissioner's of Danbury, North Carolina, in the Regular Meeting assembled this 9th day of June 2025 as follows:

SECTION 1. The following amounts are hereby appropriated in the General Fund for the operation of Stokes County Government and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in accordance with the chart of accounts heretofore established for this County:

EXPENDITURES:

Administration	\$	583,179
Animal Control	\$	825,776
Arts Council	\$	226,613
Contingency	\$	350,000
Cooperative Extension	\$	339,122
Debt Service	\$	3,038,077
District Resource Center	\$	260,875
Economic Development	\$	288,827
Elections	\$	463,075
Emergency Communications	\$	1,743,414
Emergency Management	\$	159,960
Emergency Medical Services	\$	7,319,469
Environmental Health	\$	670,915
Finance	\$	1,002,835
Fire Marshal	\$	429,256
Forsyth Tech	\$	397,943
GIS/Mapping	\$	339,588

Governing Body	\$	1,408,091
Health Department	\$	1,172,444
Human Resources	\$	559,346
Information Systems	\$	578,419
Insurance	\$	1,672,240
Jail	\$	3,604,351
Libraries	\$	611,110
Medical Examiner	\$	42,000
Natural Resources	\$	232,870
Parks	\$	88,632
Planning	\$	640,807
Public Buildings	\$	1,978,689
Purchasing	\$	161,590
Recreation	\$	120,595
Register of Deeds	\$	393,321
Revaluation	\$	260,962
Senior Services	\$	928,192
Sheriff's Department	\$	6,786,615
Social Services	\$	12,007,655
Solid Waste	\$	2,100,101
Special Appropriation	\$	684,228
Superior Court	\$	170,801
Tax Administration	\$	1,191,263
Transfer to TDA	\$	100,000
Vehicle Maintenance	\$	263,996
Veteran Services	\$	84,682
Transfer to Dedicated Debt Service	\$	411,820
Transfer to Regional Sewer	\$	59,906
Transfer to Danbury Sewer	\$	28,937
School Budget	\$	16,327,445
Title XIX	\$	1,463,871
Mental Health MOE	\$	398,820
TOTAL EXPENSES	\$	74,972,723

SECTION 2. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Ad Valorem Taxes	\$	38,653,505
Other Taxes & Licenses	\$	10,461,500
Unrestricted Intergovernmental Revenues	\$	1,255,000
Restricted Intergovernmental Revenues	\$	9,483,006
Permits and Fees	\$	598,004
Sales and Services	\$	5,421,651
Investments Income	\$	989,840
Other General Revenues	\$	1,115,419
Transfers	\$	116,158
Fund Balance Appropriated	\$	6,878,640
TOTAL	\$	<u>74,972,723</u>

SECTION 3. There is hereby levied a tax at the rate of fifty-eight cents (\$0.585) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026, for the purpose of raising revenue in the General Fund in Section 2 of this ordinance. This rate is based on a total valuation of property for the purposes of taxation of \$6,633,191,84 and an estimated collection rate of 98.02% for real and personal property and 100.0% for motor vehicles.

SECTION 4. The following amounts are hereby appropriated in the School Capital Outlay / Capital Reserve Fund to the Board of Education's Capital Outlay account for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Schools Capital Outlay	\$	2,228,500
Transfer to Dedicated Debt Service	\$	500,000
TOTAL	\$	<u>2,728,500</u>

SECTION 5. The following amounts are hereby appropriated in the School Capital Outlay / Capital Reserve Fund to the Board of Education's Capital Outlay account for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

BOE 1/2 cent Sales Tax-Article 40	\$	1,300,500
BOE 1/2 cent Sales Tax-Article 42	\$	1,428,000
TOTAL	\$	<u>2,728,500</u>

SECTION 6. It is estimated that the following revenues will be available for the Regional Sewer Fund for fiscal year beginning July 1, 2025 and ending June 30, 2026.

Sewer Fees	\$	130,000
Transfer from General Fund	\$	59,906
TOTAL	\$	189,906

SECTION 7. The following amounts are hereby appropriated in the Regional Sewer Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Salaries & Wages	\$	49,958
Social Security	\$	3,147
Medicare Tax	\$	736
Retirement	\$	7,036
401K	\$	508
Group Insurance	\$	9,418
Dental Insurance	\$	443
Unemployment Insurance	\$	508
Term Life Insurance	\$	52
Auto Fuel	\$	2,100
Departmental Supplies	\$	6,500
Telephone	\$	2,500
Utilities	\$	13,000
Maint. & Repairs Equipment	\$	25,000
Maint. & Repairs Auto	\$	500
Miscellaneous Contractual Services	\$	66,000
Miscellaneous Expense	\$	500
Dues & Subscriptions	\$	1,500
Travel	\$	500
TOTAL	\$	189,906

SECTION 8. It is estimated that the following revenues will be available for the Dedicated Debt Fund (4¢ Fund) for fiscal year beginning July 1, 2025 and ending June 30, 2026.

Ad Valorem Tax	\$ 2,371,732
State Collected MV Taxes	\$ 233,636
Lottery & IRS Interest Refund (QSCAB / QZAB)	\$ 1,248,000
Transfer from General Fund	\$ 411,820
Transfer from School Capital	\$ 500,000
TOTAL	\$ 4,765,188

SECTION 9. The following amounts are hereby appropriated in the Dedicated Debt Fund (4¢ Fund) for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

School Debt and Interest Payment	\$ 3,600,315
Transfer to Current School	\$ 116,158
Future Debt Reserve	\$ 1,048,715
TOTAL	\$ 4,765,188

SECTION 10. There is hereby levied a tax at the rate of four cents (\$.04) per one hundred (\$100.00) valuation of property listed for taxes as of January 1, 2026 located within the Dedicated Debt Fund for the purpose of supplementing the revenues of the Dedicated Debt Fund. The rate is based on an estimated valuation of property of \$6,049,103,094 for the purpose of taxation and an estimated collection rate of (98.02%). Motor Vehicle Tax rate is based on estimated valuation of \$584,088,750 and a (100%) collection rate. This fund was established to accumulate funds for debt service payments and operating expenses for Dedicated Debt Fund projects

SECTION 11. It is estimated that the following revenues will be available for the Enhanced 911 Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

E-911 Charges	\$ 143,811
Fund Balance Appropriated	\$ 269,189
TOTAL	\$ 413,000

SECTION 12. The following amounts are hereby appropriated in the Enhanced 911 Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Telephone	\$	60,000
Maint. & Repairs to Equipment	\$	200,000
Training	\$	25,000
Misc. Contractual Services	\$	50,000
Equipment	\$	75,000
Equipment Non Capitalized	\$	3,000
TOTAL	\$	413,000

SECTION 13. The following amounts are hereby appropriated in the Danbury Water Fund for the operation and activities of the fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Salaries & Wages	\$	48,414
On Call Pay	\$	1,200
Social Security	\$	3,077
Medicare Tax	\$	720
Retirement	\$	7,120
401K	\$	497
Group Insurance	\$	10,464
Dental Insurance	\$	492
Unemployment Insurance	\$	497
Term Life Insurance	\$	56
Telephone	\$	2,500
Postage	\$	700
Utilities	\$	17,000
Maint. & Repairs Equipment	\$	58,000
Misc. Contractual Services	\$	6,500
Auto Supplies	\$	2,500
Departmental Supplies	\$	25,000
Miscellaneous	\$	500
Employee Training	\$	1,200
Dues & Subscriptions	\$	2,500
TOTAL	\$	188,937

SECTION 14. It is estimated that the following revenues will be available for the Danbury Water Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Water Fees	\$	160,000
Transfer from General Fund	\$	28,937
TOTAL	\$	188,937

SECTION 15. The following amounts are hereby appropriated in the King Fire District for the operation and activities of the District for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

City of King	\$	861,502
TOTAL	\$	861,502

SECTION 16. It is estimated that the following revenue will be available in the King Fire District Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

District Fire Tax	\$	662,623
Prior Year Tax	\$	5,600
State Collected MV Taxes	\$	83,629
1 & 1/2 Cent Sales Tax	\$	109,650
TOTAL	\$	861,502

SECTION 17. There is hereby levied a tax at the rate of (\$.09) per one hundred (\$100.00) valuation of property listed for taxes as of January 1, 2026 located within the King Fire District for the purpose of supplementing the revenues of the King Fire District. The rate is based on an estimated valuation of property of \$751,120,665 for the purpose of taxation and an estimated collection rate of (98.02%). Motor Vehicle Tax is based on estimated valuation of \$92,921,468 and a (100%) collection rate.

SECTION 18. The following amounts are hereby appropriated in the Rural Hall Fire and Rescue District Fund for the operation and activities of the District for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Rural Hall Fire Department	\$ 160,353
TOTAL	\$ 160,353

SECTION 19. It is estimated that the following revenues will be available for the Rural Hall Fire and Rescue District Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

District Fire Tax	\$ 124,452
Prior Year Tax	\$ 1,000
State Collected MV Taxes	\$ 14,399
1 & 1/2 Cent Sales Tax	\$ 20,502
TOTAL	\$ 160,353

SECTION 20. There is hereby levied a tax at the rate of nine cents (\$.09) per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2026 located within the Rural Hall Fire and Rescue District for the purpose of supplementing the revenues of the Rural Hall Fire and Rescue District. The rate is based on an estimated valuation of \$141,074,218 of property for the purpose of taxation and an estimated collection rate of (98.02%). Motor Vehicle Tax rate is based on an estimated valuation of \$15,999,139 and a (100%) collection rate.

SECTION 21. The following amounts are hereby appropriated in the Walnut Cove Fire District Fund for the operation and activities of the District for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Walnut Cove Fire & Rescue Department	\$ 579,211
TOTAL	\$ 579,211

SECTION 22. It is estimated that the following revenues will be available for the Walnut Cove Fire District Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

District Fire Tax	\$ 443,761
Prior Year Tax	\$ 7,000
State Collected MV Taxes	\$ 50,420
1 & 1/2 Cent Sales Tax	\$ 78,030
TOTAL	\$ 579,211

SECTION 23. There is hereby levied a tax at the rate of nine cents (\$.09) per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2026 located within the Walnut Cove Fire District for the purpose of supplementing the revenues of the Walnut Cove Fire District. The rate is based on an estimated valuation of \$503,028,115 of property for the purpose of taxation and an estimated collection rate of (98.02%). Motor Vehicle Tax rate is based on an estimated valuation of \$56,023,132 and a (100%) collection rate.

SECTION 24. The following amounts are hereby appropriated in the Stokes County Service District Fund for the operation and activities of the District for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

South Stokes	\$	412,209
Danbury	\$	220,080
Sauratown	\$	414,245
Stokes-Rockingham	\$	205,830
Northeast Stokes	\$	412,906
Francisco	\$	481,386
Lawsonville	\$	308,713
Pinnacle	\$	256,026
Westfield	\$	96,500
Pilot Mountain	\$	25,000
Double Creek	\$	215,968
Contingency	\$	658,103
TOTAL	\$	3,706,966

SECTION 25. It is estimated that the following revenues will be available for the Service District Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Service District Fire Tax	\$	3,034,049
Service District Fire Tax-Prior Year	\$	30,000
State Collected MV Taxes	\$	270,617
1 & 1/2 Cent Sales Tax	\$	372,300
TOTAL	\$	3,706,966

SECTION 26. There is hereby levied a tax at the rate of nine cents (\$.09) per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2026 located within the Stokes County Service District for the purpose of supplementing the revenues of the Stokes County Service District. The rate is based on an estimated valuation of \$3,439,263,322 of property for the purpose of taxation and an estimated collection rate of (98.02%). Motor Vehicle Tax rate is based on an estimated valuation of \$300,686,248 and a (100%) collection rate.

SECTION 27. The following amounts are hereby appropriated in the DSS Client Account Fund for the activities of the DSS Client Account Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Client Expense Accounts	\$	143,053
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SECTION 28. It is estimated that the following revenues will be available for the DSS Client Accounts Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Client Revenue Accounts	\$	143,053
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SECTION 29. The following amounts are hereby appropriated in the Tourism Development Authority Fund for the activities of the Tourism Development Authority Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Professional Services	\$	14,000
Department Supplies	\$	2,000
Training	\$	2,000
Postage	\$	1,000
Printing	\$	20,000
Advertising/Marketing	\$	30,000
Misc. Contractual Services	\$	30,000
Dues & Subscriptions	\$	1,000
TOTAL	\$	100,000

SECTION 30. The It is estimated that the following revenues will be available for the Tourism Development Authority Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Occupancy Tax/Gross Receipts	\$	100,000
TOTAL	\$	100,000

SECTION 31 The following amounts are hereby appropriated in the Opioid Fund for the activities of the Opioid Settlement Fund for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Salaries & Wages	\$	229,433
Social Security Tax	\$	14,218
Medicare Tax	\$	3,326
Retirement	\$	32,908
401k County Match	\$	2,293
Health Insurance	\$	31,392
Dental Insurance	\$	1,476
Unemployment Insurance	\$	978
Term Life Insurance	\$	166
Professional Services	\$	42,750
Medical Supplies	\$	29,000
Auto Supplies	\$	438
Departmental Supplies	\$	2,700
Miscellaneous Expense	\$	6,000
Training	\$	11,500
Telephone	\$	4,625
Postage	\$	175
Printing	\$	2,000
Advertising	\$	250
Rental of Equipment	\$	3,600
Dues & Subscriptions	\$	625
Equipment - Non Capitalized	\$	14,750
Lease Payment	\$	6,600
TOTAL	\$	441,203

SECTION 32. It is estimated that the following revenues will be available in the Opioid Settlement Fund in the fiscal year beginning July 1, 2025 and ending June 30, 2026.

Opioid Settlement Funds	\$	441,203
TOTAL	\$	441,203

SECTION 33. There is hereby levied a tax at the rate of fifty-eight cents (\$0.585) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026, for the purpose of raising revenue in the General Fund in Section 2 of this ordinance. This rate is based on a total valuation of property for the purposes of taxation of \$6,633,191,84 and an estimated collection rate of 98.02% for real and personal property and 100.0% for motor vehicles.

SECTION 34. The County Manager is hereby authorized to transfer appropriations as contained herein under the following conditions:

- a. The County Manager may transfer amounts between line item expenditures within a department without limitation and without a report being required.
- b. The County Manager may transfer amounts between departments, including contingency appropriations, within the same fund to increase an appropriation up to \$25,000 in a single budget amendment. The County Manager must make an official report on such transfers at the next regular meeting of the Board of County Commissioners. In the event a State of Emergency is declared by the Governor or designee, unlimited budget amendment authority within the same fund is granted for expenditures directly related to the emergency. He must make an official report on any such transfers authorized under a State of Emergency at the next regular meeting of the Board of County Commissioners.
- c. The County Manager may not transfer any amounts between funds, except as approved by the Board of County Commissioners in the Budget Ordinance as amended.

SECTION 35. The County Manager or his designee is hereby authorized to execute the necessary agreements within funds included in the Budget Ordinance for the following purposes:

- a. Purchase of apparatus, supplies, and materials where formal bids are not required by law;
- b. Leases of normal and routine business equipment;
- c. Construction or repair work where formal bids are not required by law;
- d. Consultant services, professional services, contracted services, or maintenance service agreements up to an anticipated contract amount of \$50,000. In the event a State of Emergency is declared by the Governor or designee, unlimited contracting authority is granted for services directly related to the emergency. The County Manager must report to the Board of County Commissioners any executed contracts exceeding \$50,000 during the State of Emergency declaration;
- e. Agreements for acceptance of State and Federal grant funds; and
- f. Grant agreements with public and non-profit agencies.

SECTION 36. The Stokes County Board of Education shall furnish the Stokes County Board of Commissioners a copy of the Board of Education's approved Budget Resolution for Fiscal Year 2025-2026 and any amendments thereto. The Stokes County Board of Education shall furnish the Stokes County Board of Commissioners quarterly financial statements for Fiscal Year 2025-2026. Stokes County Board of Education's annual audit shall include a compliance section for the County funding and requirements.

SECTION 37. County of Stokes will adhere to the IRS mileage rate per the County's Travel Policy.

Copies of this Budget Ordinance shall be furnished to the County Clerk, County Manager, and Finance Director for their direction and implementation.

THIS ORDINANCE passed and adopted this 9th day of June, 2025.



Board of County Commissioners

June 9, 2025

6:00 PM

Item number: VIII.c.

Cell Tower Rezoning Request

Contact: Eric Nance, Planning and Zoning Director

Summary:

Attached is a rezoning application for a 195' monopole cellular tower at US-52-5289 E Pinnacle or 0 Marshall Smith Road. The applicant has fulfilled all requirements per Stokes County ordinance and has recommendation of approval by the Stokes County Planning Board.

ATTACHMENTS:

Description	Upload Date	Type
Cell Tower Rezoning Request	6/3/2025	Cover Memo

(Planning Board Passed unanimously)



REZONING REQUEST

By: The Towers, LLC, DFC Stokes, LLC d/b/a Vertical Bridge
RA and RA-CZ
Case# 24-1062

REQUEST: This request is by applicant The Towers, LLC d/b/a Vertical Bridge to rezone a 100'x100' Lot from 16.23 +/- acres from Residential Agricultural (RA) to Residential Agricultural Conditional Zoning (RA-CZ) at US -NC 5289 E Pinnacle, listed as Stokes County Parcels (599404539560). This request is to build a 195' monopole cellular telecommunications tower.

SITE INFORMATION:

REZONING PARCEL SIZE: Approximately 100'x100'

TOTAL PARCEL SIZE: 16.23 +/- acres

PROPOSED DISTRICT: Residential Agricultural – Conditional Zoning (RA-CZ)

FLOOD HAZARD AREA: N/A

WATERSHED DISTRICT: N/A

TOWNSHIP: Yadkin

SURROUNDING LAND USE: Surrounding land use consists of low-density residential neighborhoods with limited access to water and sewer utilities and reserved lands / conservation areas. The reserved lands / conservation area is comprised of very low-density development that includes many of the rural areas in Stokes County. This zone includes areas with very limited or no water and sewer infrastructure. Some areas within this zone could ultimately transition into the preserved lands / conservation area transect zone by expanding public lands and preserving highly sensitive natural resources.

ISSUES TO CONSIDER:

- Potential tax base increase due to expansion of Commercial Property.
- Land use, as it pertains to the Stokes County 2035 Long Range Plan.
- Is this proposal reasonable and in the best interest of the citizens of Stokes County?
- Bridges the gap in poor cellular service for Stokes County Citizens

STAFF COMMENTS:

This is a rezoning from RA (Residential Agricultural) to RA-CZ (Residential Agricultural-Conditional Zoning) for the construction of a new cell tower to be located at **US-NC-5289 (0 Marshall Smith Rd)**, tax parcel **(599404539560)**. I see no problem with this request in that the expansion of the property for a cell tower would be beneficial to the county and emergency services as well as service for our county citizens, local business, and tourism. This proposal supports the Stokes County 2035 comprehensive plan because it addresses the concern for the lack of cell service in Stokes County, as was stated by Stokes County citizens in the comprehensive plan. This proposal provides a potential tax base increase due to the expansion of Commercial Property and appears to be reasonable and in the public interest.

PUBLIC INFORMATION MEETING:

See Packet

STATEMENT OF LAND USE

The Stokes County 2035 Comprehensive Plan identifies portions of the county through the Land Use Transect methodology, which shows transition zones between rural areas and more urbanized areas of the county. The proposed rezoning is best described as being in the O2 transect zone identified as **(low-density residential neighborhoods)** with limited access to water and sewer utilities and **(reserved lands / conservation areas)**. The reserved lands / conservation area is comprised of very low-density development that includes many of the rural areas in Stokes County. This zone includes areas with very limited or no water and sewer infrastructure. Some areas within this zone could ultimately transition into the **(preserved lands / conservation area transect zone)** by expanding public lands and preserving highly sensitive natural resources.

STATEMENT OF CONSISTENCY AND REASONABLENESS

I have included example Statements of **Consistency** and **Reasonableness** supporting the request and opposing the request for your review. The Board must determine if the rezoning petition meets the requirements of the Stokes County 2035 Comprehensive Plan as to its consistency with the current development patterns and to the appropriateness of the request regarding the guide. **Please make all motions for approval or disapproval referencing the petitions of consistency or non-consistency with the Stokes County 2035 Comprehensive Plan.**

Statements of Consistency and Reasonableness

Sample Motions

Sample Motion 1 – (Is Consistent)

I _____ make a motion to approve rezoning request #24-1062 to rezone a 100'x100' footprint from 16.23 +/- acres from RA (Residential Agricultural) zoning district to RA-CZ (Residential Agricultural Conditional Zoning) for a 195' monopole cellular telecommunications tower. This request is reasonable and of public interest because of the potential tax base increase of commercial property, it bridges a gap in cellular service for our citizens, and is consistent with the Stokes County 2035 plan.

Sample Motion 2– (Not Consistent)

I _____ make a motion to disapprove rezoning request #24-1062 to rezone 100'x100' footprint from 16.23 +/- acres from RA (Residential Agricultural) zoning district to RA-CZ (Residential Agricultural Conditional Zoning) for a 195' monopole cellular telecommunications tower. This request is not reasonable and in the public interest of Stokes County Citizens because it is not a reasonable request and is not consistent with the Stokes County 2035 plan pertaining to land use.

STOKES COUNTY CONDITIONAL REZONING APPLICATION

Petition # _____
Date Filed: _____
Received By: _____
Office Use Only

Applicant: The Towers, LLC d/b/a Vertical Bridge

Site Name: US-NC-5289 E Pinnacle

OWNERSHIP INFORMATION:

Property Owner: James F. Reynolds & Janet B. Reynolds

Owner's Address: 1080 Rocky River Walk Road, King, NC 27021

Deed Book/ Page: Book 332, Page 1891 Parcel Identification Number(s): 599404-53-9560

LOCATION OF PROPERTY (Address or Description): TBD Rocky River Walk Road (please see drawings provided for detailed location information)

Size (Sq. Ft. or Acres): Parent parcel: 16.23 acres
Lease area: 10,000 sq ft Date of Public Information Meeting: July 13, 2024

ZONING INFORMATION:

Current Zoning District: R-A Residential-Agricultural Proposed Zoning District: R-A Residential-Agricultural with Wireless Telecommunications Facility

Purpose of Request: The Towers, LLC wireless telecommunication tower facility including a 195' self-supporting lattice tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area. Please see drawings provided.

Faulk & Foster (contact: Ralph Wyngarden)
Name of Agent

PO Box 1371, West Monroe, LA 71294-1371

Agent's Address
ralph.wyngarden@faulkandfoster.com
616-490-9804

Telephone Number _____ Fax Number _____
Please see Option and Lease agreement provided.

Government Approvals are addressed in paragraph 1(a).
Signature of Property Owner if other than Petitioner


Agent Signature

The Towers, LLC d/b/a Vertical Bridge
(contact: Victoria Farmer)
Name of Petitioner(s)

750 Park of Commerce Dr, Suite 200, Boca Raton, FL 33487

Address of Petitioner(s)
Victoria.Farmer@verticalbridge.com
423-802-7847

Telephone Number _____ Fax Number _____

Victoria Farmer
Signature



STOKES COUNTY

1014 Main St • Danbury, NC 27016 • 336 593-2439

Permit Type: Conditional Zoning Request
Site Address: 599404539560
Work Valuation: \$0.00

Permit No.: 24-1062

Approved Date: 10/21/24

Expiration Date: 04/21/25

For inspections, call Stokes County Planning Department (336) 593-2439 or (336) 593-2444

24-1062

Owner Information:

THE TOWERS, LLC (VERTICAL BRIDGE)
0 MARSHALL SMITH RD
KING NC 27021
(423) 802-7847

Contractor Information:

Tenant Information:

Work Description/Requirement:

PROPERTY IN THE NAMES OF JAMES & JANET REYNOLDS
RA TO RA WITH WIRELESS TELECOMMUNICATIONS FACILITY

INCLUDING A 195' SELF SUPPORTING LATTICE TOWER WITH 4' LIGHTING ROD WITH VERIZON WIRELESS ANTENNAS AT A 190' CENTERLINE & VERIZON WIRELESS EQUIPMENT WITHIN A 75'X75' FENCED COMPOUND IN A 100'X100' LEASE AREA

Fee Description:

Conditional Zoning Permit Fee	\$980.00		
TOTAL FEE:	\$980.00	PAID:	\$0.00

RECEIPT		DATE	No.
RECEIVED FROM		10/21/24	272134
Faulk & Foster			\$ 980. ⁰⁰
Nine hundred eighty & 00/100			DOLLARS
FOR RENT			
FOR Permit # 24-1062			
ACCOUNT		<input type="radio"/> CASH	CK# 343074
PAYMENT	980 00	<input checked="" type="radio"/> CHECK	FROM _____ TO _____
BAL. DUE	0	<input type="radio"/> MONEY ORDER	BY B. Juran
		<input type="radio"/> CREDIT CARD	

0 MARSHALL SMITH RD

THIS PERMIT MUST BE POSTED AT THE ABOVE WORK ADDRESS AT ALL TIMES

Signature: _____ Date: 10/21/24 Approval: B. Juran



Stokes County

NOTICE OF A PENDING REZONING ACTION

Dear property owner:

A Petition to amend the **Zoning Map of Stokes County** has been filed by The Towers, LLC d/b/a Vertical Bridge to rezone a 100' x 100' section of property from **RA (Residential Agricultural)** to **RA-CZ (Residential Agricultural Conditional Zoning)** for a **195-foot monopole cell tower**. The property is located at US-NC-5289 E PINNACLE (0 MARSHALL SMITH RD) the parent parcel is described as a 16.23 +/- acre tract, tax parcel **599404539560** in Deed Book 332 and Page 1891 in Yadkin Township.

A copy of the proposal is available for review at the Stokes County Planning and Community Development Department located on the third floor of the Ronald Wilson Reagan building in Danbury, NC.

The **Stokes County Planning Board** will hold a public meeting to review this petition on, **May 29th, 2025 @ 6:00 pm** in the Ronald Wilson Reagan Building (Administrative Building) 2nd floor, Commissioners Chambers located (Upper level) to the right of the Government Center in Danbury, NC. A public notice will be posted at the premises at least (7) days before the public hearing, and a legal advertisement will appear in a Stokes County newspaper prior to the public hearing.

The Stokes County Board of Commissioners will hold a public hearing and review the recommendation of the Planning Board in consideration of making a final decision on **Monday, June 9th, 2024, at 6:00 p.m.** The hearing will take place at the Ronald Wilson Reagan Building (Administrative Building) located (upper level) to the right of the Government Center in Danbury, NC.

This notice is being sent to you because your property is either included in this request or it is adjacent to or is located directly across a street or road front the property proposed for a zoning classification amendment. Changes may occur in the proposal based on comments received at the meeting. The public is invited to be present at this meeting.

If you have any questions concerning this petition, please contact the **Planning and Community Development Department** at 336-593-2408 or 336-593-2439 or by email at enance@co.stokes.nc.us.

Public information Meeting Report

A public information meeting as required by Stokes County Zoning Ordinance Section 132.2 was held onsite from 1:00 pm-2:00 pm during the balloon test on Saturday, July 13, 2024. Notification was provided in conjunction with the notification for the balloon test (please see those exhibits).

Attendees:

- Michael Gould from Gould Digital Imaging on behalf of applicant (conducting balloon test)
- Marc Samko from Colliers Engineering & Design on behalf of applicant
- David Sudderth on behalf of Stokes County consultant
- Stanley Ellis Smith of 1724 Gentry Farm Road (only member of public to attend)

Marc Samko indicated their only question from Stanley Ellis Smith was about health risks which he was able to alleviate. He also provided his card in case they had any additional questions or comments. Please see attached email meeting summary.

Additional Contacts:

As a result of the notification we also received calls from and corresponded with the following individuals who did not attend the meeting (neither one is a property owner within 1500 feet):

- Cindy Beasley
- Fredricka Cecile, 1741 Marshall Smith Road

Their requests were informational in nature. Copies of email correspondence are attached.

EXHIBIT O

Ralph Wyngarden

From: Marc Samko <Marc.Samko@collierseng.com>
Sent: Monday, July 15, 2024 11:11 AM
To: michael@goulddigitalimaging.com; Ralph Wyngarden; 'Victoria Farmer'; Sam Bryant
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

Hi Mike –

Pleasure to meet you on Saturday as well and thank you for the clarification.

Thank you.

Marc Samko

Geographic Discipline Leader | Telecom

Colliers Engineering & Design

marc.samko@collierseng.com

Direct: 856 242 2009 | Cell: 312 498 4627 | Main: 877 627 3772

colliersengineering.com | [affiliated authorized entities](#)



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From: michael@goulddigitalimaging.com <michael@goulddigitalimaging.com>
Sent: Monday, July 15, 2024 9:48 AM
To: Marc Samko <Marc.Samko@collierseng.com>; 'Ralph Wyngarden' <ralph.wyngarden@faulkandfoster.com>; 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; Sam Bryant <sam.bryant@collierseng.com>
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

This Message originated outside your organization.

Good morning Mark,

It was nice to meet you on Saturday! It was a lovely day for a balloon test! Hey, one quick correction; David Sudderth is the name of Jackie's representative who was with us on Saturday. Super nice guy. I should have the balloon test report and simulations completed by the end of the day.

Thank you,

Michael

Michael Gould



885 Woodstock Road
Suite 430-309
Roswell, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com

From: Marc Samko <Marc.Samko@collierseng.com>

Sent: Monday, July 15, 2024 10:33 AM

To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>; michael@goulddigitalimaging.com; 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; Sam Bryant <sam.bryant@collierseng.com>

Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

Hi All –

I wanted to provide a brief update as to the community meeting that took place on Saturday from 1pm-2pm.

I was in attendance along with Eric Nance, J Hick's representative.

Only 1 neighbor came out and it was the Smith family (SMITH STANLEY ELLIS) there only question was about health risks which I was able to alleviate. I also provided my card in case they have any additional questions and/or comments.

Eric Nance, J Hick's representative stated that the height variance that is being requested would need to have Verizon RF documentation to show the need for the tower height.

Please let me know if you have any questions and or comments.

Thank you.

Marc Samko

Geographic Discipline Leader | Telecom

Colliers Engineering & Design

marc.samko@collierseng.com

Direct: 856 242 2009 | Cell: 312 498 4627 | Main: 877 627 3772

colliersengineering.com | [affiliated authorized entities](#)



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From: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Sent: Wednesday, June 26, 2024 11:50 AM
To: michael@gouldldigitalimaging.com; 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; Marc Samko <Marc.Samko@collierseng.com>; Sam Bryant <sam.bryant@collierseng.com>
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

This Message originated outside your organization.

I'm fine with Michael's suggestion below if that is ok with the landowner. Usually these are come and go open house style affairs without much traffic at any given time.

If the suggestion below is not ok with the land owner then I think there are some church and school options about a mile south on Chestnut Grove Road.

The Stokes County ordinance does not require the community meeting to be onsite or in view of the balloon. If held in a different location than advertised we'd just need an extra person on site to stand by the sign for an hour and redirect anyone who stops by to the alternate location.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

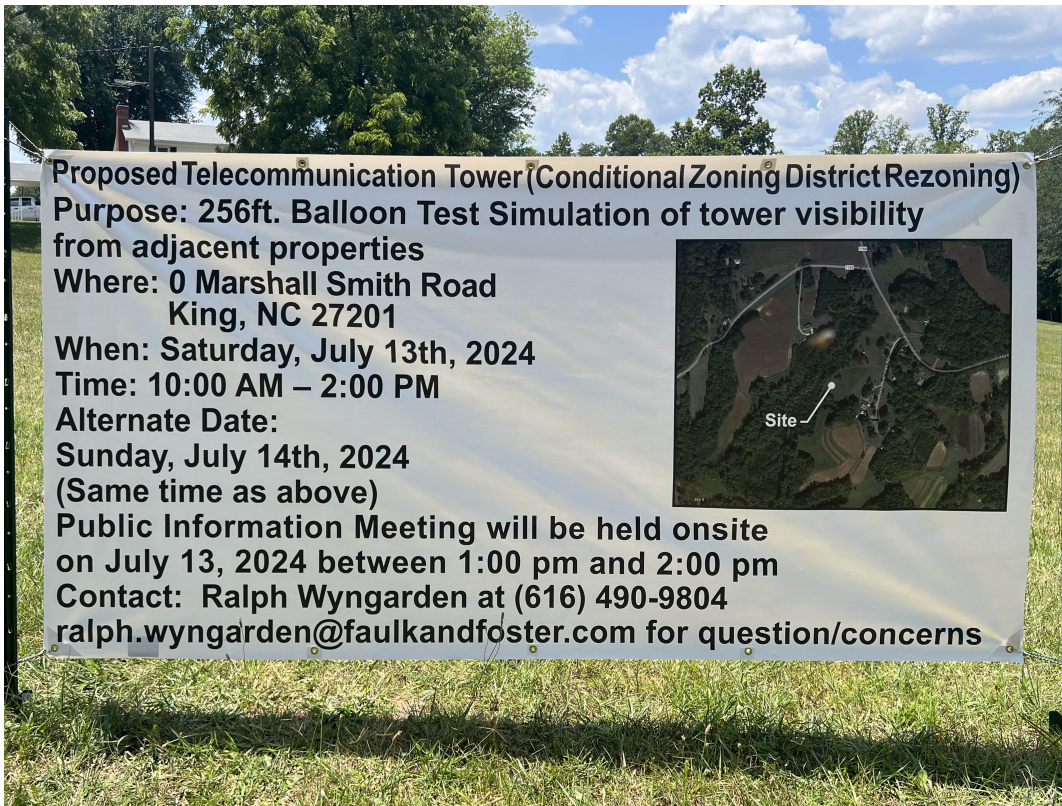
Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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From: michael@gouldldigitalimaging.com <michael@gouldldigitalimaging.com>
Sent: Wednesday, June 26, 2024 12:38 PM
To: 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; 'Marc Samko' <Marc.Samko@collierseng.com>; 'Sam Bryant' <sam.bryant@collierseng.com>
Cc: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

So does the sign...



I would suggest to whoever is holding this Public Information Meeting to bring a tailgating tent and a few chairs and set up right by the sign, just off the road. There's room to park in the grass on the side of the road for anyone who comes by. I anticipate 0 to 3 people coming... If more than that come, they'll figure it out.

My two cents...

From: michael@goulddigitalimaging.com <michael@goulddigitalimaging.com>

Sent: Wednesday, June 26, 2024 11:12 AM

To: 'Victoria Farmer' <Victoria.Farmer@verticalbridge.com>; 'Marc Samko' <Marc.Samko@collierseng.com>; 'Sam Bryant' <sam.bryant@collierseng.com>

Cc: 'Ralph Wyngarden' <ralph.wyngarden@faulkandfoster.com>

Subject: RE: US-NC-5289_East Pinnacle; July 13 Balloon Test & Public Information Meeting - Stokes County

FYI,

The newspaper ad and mailing both state in part: *A Public Information Meeting will be held onsite July 13th between 1:00 pm and 2:00 pm.*

The letters were mailed yesterday.

Michael

Michael Gould



885 Woodstock Road
Suite 430-309
Roswell, GA 30075

Ralph Wyngarden

From: Ralph Wyngarden
Sent: Monday, October 14, 2024 8:16 AM
To: Cindy Beasley
Subject: RE: Proposed Cell Tower on Marshall Smith Road

Hi Cindy,

The proposed tower height has been reduced to 195' with 4' lightning rod in order to avoid the need for FAA required tower lighting. The application has not been filed yet. We anticipate filing it soon in order to get on the November 21 Planning Board and December 3 County Commission agendas.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

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Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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From: Cindy Beasley <beasleyclmag@yahoo.com>
Sent: Sunday, October 13, 2024 9:12 PM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Hi - any news on the tower yet?

Cindy Beasley

On Thursday, July 18, 2024 at 10:23:28 PM EDT, Cindy Beasley <beasleyclmag@yahoo.com> wrote:

Thanks Ralph. Appreciate all the info.

Cindy

On Wednesday, July 17, 2024 at 10:46:20 AM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

Hi Cindy,

Just one neighbor stopped by.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

Our mission is "MAKING A DIFFERENCE" for our customers, employees and communities.

From: Cindy Beasley <beasleyclmag@yahoo.com>
Sent: Wednesday, July 17, 2024 8:57 AM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Thank you Ralph. This was very informative. How was the turnout?

Cindy Beasley

On Tuesday, July 9, 2024 at 11:08:28 PM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

Good evening,

It was a pleasure speaking with you today. I've attached a set of drawings with details regarding the site. Please let me know if you have any further questions. Thanks.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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Ralph Wyngarden

From: Ralph Wyngarden
Sent: Friday, July 12, 2024 2:26 PM
To: FREDRICKA CECILE
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Hi Fredricka,

Thanks for your email. Marc Samko will be at this location by the sign by the street from 1pm to 2pm tomorrow to answer questions.

I had planned to be there but had to cancel because my wife just had emergency surgery to remove her gall bladder.

The site was selected to meet service objectives for Verizon Wireless. Their radio frequency engineers gave us a small target area and ground elevation and we needed to find a parcel in that limited area with a willing landowner, large enough to meet setbacks and zoning requirements, constructable, served by adequate utilities, etc.

Best Regards,

Ralph Wyngarden, Sr. Zoning Specialist
Cell: 616-490-9804
Faulk & Foster
Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

From: FREDRICKA CECILE <bobotimes61@aol.com>
Sent: Friday, July 12, 2024 12:49:57 PM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Proposed Cell Tower on Marshall Smith Road

Received information and made as much of it as I could.

What I could observe:

This is Pinnacle but I not going to change the name of it because the site proposal was 1/12/24. We are in the city of King. You put the police department and King Fire department in your plan. I suggest the next time you do a project you might ask the homeowner where they are located at. Why did you pick this location?
Did say 1;00 OR 2;00? My colon is not working.
My Daughter says you need one in Mt. Airy.
Thanks for sending the information.

On Tuesday, July 9, 2024 at 11:09:00 PM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

Good evening,

It was a pleasure speaking with you today. I've attached a set of drawings with details regarding the site. Please let me know if you have any further questions. Thanks.

Best Regards,

Ralph

Ralph Wyngarden | Sr. Zoning Specialist

Cell 616.490.9804

Faulk & Foster | www.faulkandfoster.com

Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

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Ralph Wyngarden

From: Ralph Wyngarden
Sent: Saturday, July 13, 2024 11:23 AM
To: FREDRICKA CECILE
Subject: Re: Automatic reply: Proposed Cell Tower on Marshall Smith Road

Thanks so much.

Best Regards,

Ralph Wyngarden, Sr. Zoning Specialist
Cell: 616-490-9804
Faulk & Foster
Mailing Address: PO Box 1371, West Monroe, LA 71294-1371

From: FREDRICKA CECILE <bobotimes61@aol.com>
Sent: Saturday, July 13, 2024 9:30:35 AM
To: Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com>
Subject: Re: Automatic reply: Proposed Cell Tower on Marshall Smith Road

Just want to say that I am thinking of you and your wife at a time like this. I was glad that you were there for her. Sorry that she had to have surgery. Hope she is doing well.

If I said anything that offended you in my E-mail, please don't think I meant to. Your plans are explicit.

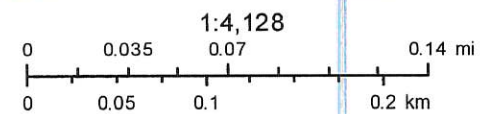
I went to Verizon before I knew about this plan. Have been looking to get Internet from them. I have a land line phone that I have had for years. It has served me well.

Thank you for your instant response when I e-mail you.

Hope to meet you some day. But you are exactly where you need to be right now.

On Friday, July 12, 2024 at 12:50:02 PM EDT, Ralph Wyngarden <ralph.wyngarden@faulkandfoster.com> wrote:

I'm temporarily unavailable due to a family emergency. I'll respond as soon as I can.



Property Summary

Tax Year: 2024

REID	30068	PIN	5994-53-9560	Property Owner	REYNOLDS, JAMES F JR;REYNOLDS, JANET B
Location Address	0 MARSHALL SMITH RD	Property Description		Owner's Mailing Address	1080 ROCKY RIVER WALK RD KING NC 27021

Administrative Data		Transfer Information		Property Value	
Plat Book & Page		Deed Date	9/13/1988	Total Appraised Land Value	\$90,600
Old Map #	NONE	Deed Book	000332	Total Appraised Building Value	
Market Area	9888	Deed Page	01891	Total Appraised Misc Improvements Value	
Township	YADKIN	Revenue Stamps		Total Cost Value	\$90,600
Planning Jurisdiction	STOKES	Package Sale Date		Total Appraised Value - Valued By Cost	\$90,600
City		Package Sale Price		Other Exemptions	
Fire District	SERVICE FIRE	Land Sale Date		Exemption Desc	
Spec District	EDU DEBT/BLDG FUND,SCHOOL OPERATING EXP	Land Sale Price		Use Value Deferred	
Land Class	VACANT	Improvement Summary		Historic Value Deferred	
History REID 1		Total Buildings	0	Total Deferred Value	
History REID 2		Total Units	0	Total Taxable Value	\$90,600
Acreage	16.23	Total Living Area	0		
Permit Date		Total Gross Leasable Area	0		
Permit #					

Photograph

No Photo Found

Building Summary

Misc Improvements Summary

Card #	Unit Quantity	Measure	Type	Base Price	Size Adj Factor	Eff Year	Phys Depr (% Bad)	Econ Depr (% Bad)	Funct Depr (% Bad)	Common Interest (% Good)	Value
0	1	UNITS	STORAGE	\$17.50		1950	80	0	0		

Total Misc Improvements Value Assessed:

Land Summary

Land Class: VACANT			Deeded Acres: 16.23		Calculated Acres: 16.16		
Zoning	Soil Class	Description	Size	Rate	Size Adj. Factor	Land Adjustment	Land Value
R-A	OTHER - FOR	WOOD LAND ACRE	16.23 BY THE ACRE PRICE	\$15,500	0.48	TOPOGRAPHY-75.00	\$90,600

Total Land Value Assessed: \$90,600

Ownership History

	Owner Name	Deed Type	% Ownership	Stamps	Sale Price	Book	Page	Deed Date
Current	REYNOLDS, JAMES F JR/ REYNOLDS, JANET B	DEED	100	0		000332	01891	9/13/1988

Notes Summary

Building Card	Date	Line	Notes
P	1/2/2016	1	SPLIT FROM PARCEL 5994-04-53-9558 FOR 2016
P	1/1/2016	3	THIS PARCEL WAS DIVIDED
P	10/19/2015	2	TMAP [79-6]

PUBLIC NOTICE

Notice is hereby given that the Stokes County Board of Commissioners will hold a Public Hearing and Meeting on Monday, June 9th, 2025, at 6:00 p.m. in the Commissioners Chambers (second floor) in Danbury NC located at 1014 Main Street, Danbury NC 27016 in the Ronald Wilson Reagan Memorial Building (Administrative Offices) which is located (upper level) to the right of the Government Center. The public is invited to attend this meeting. The Board will hear the following request:

REZONING REQUEST:

Request #24-1062 by applicant The Towers, LLC d/b/a Vertical Bridge to rezone a 100'x100' Lot on 16.23 +/- acres from Residential Agricultural (RA) to Residential Agricultural Conditional Zoning (RA-CZ) located at (US-NC-5289 E PINNACLE) (0 MARSHALL SMITH RD) Listed as Stokes County Parcel (599404539560). This request is to build a 195' monopole cellular telecommunications tower.

Olivia Jessup
Clerk to Board of
Commissioners

**If you have any questions,
please contact:**

Eric Nance
Planning Director
Telephone# 336-593-2408
E-mail:
enance@co.stokes.nc.us

PUBLISH: 5-29, 6-5-25
275240

RECEIPT/ORDER CONFIRMATION



The Mount Airy News • The Stokes News • The Carroll News • The Tribune • The Yackin Ripple
On The Vine • Mayberry Magazine • Graphic Design Services • Newspaper Websites

BILLING DATE:

ACCOUNT NO:

5/20/2025

MTA20091494

P. O. Box 1630
Greeneville, TN 37744

AMOUNT DUE UPON RECEIPT

Stokes County Planning Dept.
PO Box 20
Danbury, NC 27016

AD#	DESCRIPTION	START	STOP	PUBS	TIMES	AMOUNT
275240	PUBLIC NOTICE Notice is hereby given tha	5/29/2025	6/5/2025	STKI, STKN	4.00	\$478.25

Discount: \$0.00
Surcharge: \$0.00
Credits: \$0.00

Gross: \$478.25
Paid Amount: \$0.00
Amount Due: \$478.25

We Appreciate Your Business!



WATERFORD

Radio Frequency Emissions Compliance Report for Verizon Wireless

Site Name: E PINNACLE

Site Structure Type: Self-Support Tower

Address: 0 Marshall Smith Rd
King, CA 27201

Latitude: 36.334191

Longitude: -80.372049

Report Date: January 10, 2025

Project: Modification

Compliance Statement

Based on information provided by Verizon Wireless and predictive modeling, the **E PINNACLE** installation proposed by Verizon Wireless will be compliant with Radiofrequency Radiation Exposure Limits of 47 C.F.R. §§ 1.1307(b)(3) and 1.1310. RF alerting signage and restricting access to the antenna to authorized personnel that have completed RF safety training is required for Occupational environment compliance. The proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent buildings.

Certification

I, Tim Alexander, am the reviewer and approver of this report and am fully aware of and familiar with the Rules and Regulations of both the Federal Communications Commissions (FCC) and the Occupational Safety and Health Administration (OSHA) with regard to Human Exposure to Radio Frequency Radiation, specifically in accordance with FCC's OET Bulletin 65. I have reviewed this Radio Frequency Exposure Assessment report and believe it to be both true and accurate to the best of my knowledge.



SIGNED, 10 JAN 2025

General Summary

The compliance framework is derived from the Federal Communications Commission (FCC) Rules and Regulations for preventing human exposure in excess of the applicable Maximum Permissible Exposure ("MPE") limits. At any location at this site, the power density resulting from each transmitter may be expressed as a percentage of the frequency-specific limits and added to determine if 100% of the exposure limit has been exceeded. The FCC Rules define two tiers of permissible exposure differentiated by the situation in which the exposure takes place and/or the status of the individuals who are subject to exposure. General Population / Uncontrolled exposure limits apply to those situations in which persons may not be aware of the presence of electromagnetic energy, where exposure is not employment-related, or where persons cannot exercise control over their exposure. Occupational / Controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment, have been made fully aware of the potential for exposure, and can exercise control over their exposure. Based on the criteria for these classifications, the FCC General Population limit is considered to be a level that is safe for continuous exposure time. The FCC General Population limit is 5 times more restrictive than the Occupational limits.

Report Preparer: Mohamed Ahmed

EXHIBIT T

Eric Nance, Planning Director
Stokes County Planning & Inspections
1014 Main Street
Danbury, NC 27016

Site Name: E Pinnacle

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") proposes to place its antennas at a 190' centerline on a proposed 195-foot The Towers, LLC d/b/a Vertical Bridge self-support tower and its associated ground equipment within a 75'x75' fenced compound on parcel # 599404-53-9560 owned by James F. Reynolds, Jr. & Janet B. Reynolds.

In response to Stokes County Zoning Ordinance, Appendix B, Application Requirements for a New Tower, Section 1.C.9, Verizon Wireless confirms it will "expeditiously remedy any physical or RF interference with other telecommunications or wireless devices or services" to the extent such interference is caused by Verizon Wireless.

Respectfully submitted,

Cellco Partnership d/b/a Verizon Wireless

By: David Brown

David Brown
Associate Director, System Performance

Date: 12/18/2024

EXHIBIT S

Table 1: FCC Limits

Frequency (MHz)	Limits for General Population/ Uncontrolled Exposure		Limits for Occupational/ Controlled Exposure	
	Power Density (mW/cm ²)	Averaging Time (minutes)	Power Density (mW/cm ²)	Averaging Time (minutes)
30-300	0.2	30	1	6
300-1500	f/1500	30	f/300	6
1500-100,000	1.0	30	5.0	6

f=Frequency (MHz)

In situations where the predicted MPE exceeds the General Population threshold in an accessible area as a result of emissions from multiple transmitters, FCC licensees that contribute greater than 5% of the aggregate MPE share responsibility for mitigation.

Based on the computational guidelines set forth in FCC OET Bulletin 65, Waterford Consultants, LLC has developed software to predict the overall Maximum Permissible Exposure possible at any location given the spatial orientation and operating parameters of multiple RF sources. The power density in the Far Field of an RF source is specified by OET-65 Equation 5 as follows:

$$S = \frac{EIRP}{4\pi R^2} \text{ (mW/cm}^2\text{)}$$

where EIRP is the Effective Radiated Power relative to an isotropic antenna and R is the distance between the antenna and point of study. Additionally, consideration is given to the manufacturers' horizontal and vertical antenna patterns as well as radiation reflection. At any location, the predicted power density in the Far Field is the spatial average of points within a 0 to 6-foot vertical profile that a person would occupy. Near field power density is based on OET-65 Equation 20 stated as

$$S = \left(\frac{180}{\theta_{BW}} \right) \cdot \frac{100 \cdot P_{in}}{\pi \cdot R \cdot h} \text{ (mW/cm}^2\text{)}$$

where P_{in} is the power input to the antenna, θ_{BW} is the horizontal pattern beamwidth and h is the aperture length.

Some antennas employ beamforming technology where RF energy allocated to each customer device is dynamically directed toward their location. In the analysis presented herein, predicted exposure levels are based on all beams at full utilization (i.e. full power) simultaneously focused in any direction. As this condition is unlikely to occur, the actual power density levels at ground and at adjacent structures are expected to be less than the levels reported below. These theoretical results represent maximum-case predictions as all RF emitters are assumed to be operating at 100% duty cycle.

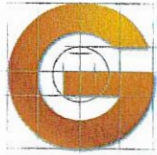
For any area in excess of 100% General Population MPE, access controls with appropriate RF alerting signage must be put in place and maintained to restrict access to authorized personnel. Signage must be posted to be visible upon approach from any direction to provide notification of potential conditions within these areas. Subject to other site security requirements, occupational personnel should be trained in RF safety and equipped with personal protective equipment (e.g. RF personal monitor) designed for safe work in the vicinity of RF emitters. Controls such as physical barriers to entry imposed by locked doors, hatches and ladders or other access control mechanisms may be supplemented by alarms that alert the individual and notify site management of a breach in access control. Waterford Consultants, LLC recommends that any work activity in these designated areas or in front of any transmitting antennas be coordinated with all wireless tenants.

Analysis

Verizon Wireless proposes the following installation at this location:

- INSTALL (12) ANTENNA(s), (8) RRH(s)

The antennas will be mounted on a 256' Tower, the values of the antennas rad center of all sectors (190') above ground level. Proposed antenna operating parameters are listed in Appendix A. Other appurtenances such as GPS antennas, RRUs and hybrid cable below the antennas are not sources of RF emissions. No other antennas are known to be operating in the vicinity of this site.



GOULD
DIGITAL IMAGING

Subject: Notification of Balloon Test
Vertical Bridge REIT, LLC Site: East Pinnacle US-NC-5289
0 Marshall Smith Road
King, NC 27201
(Stokes County)

Dear Property Owner or Resident:

Gould Digital Imaging, LLC has been contracted by Vertical Bridge REIT, LLC to complete a Balloon Test per the Stokes County, NC Wireless Communications Ordinance for a proposed 256-ft AGL (261-ft overall with appurtenances/lightning rod) self-support communications tower to be located at 0 Marshall Smith Road, King, NC 27201 (Stokes County). Pursuant to the Stokes County, NC Wireless Communications Ordinance, the applicant (Vertical Bridge REIT, LLC) is required to conduct a Balloon Test at the proposed tower location to simulate the maximum height of the proposed structure and to inform the Planning Department and abutting property owners in writing of the date and times, including alternate date and times, of the test at least 14 days in advance of the test date.

Gould Digital Imaging will be deploying an approximately 10-ft long x 5-ft diameter brightly colored blimp from **10 am to 2 pm EDT on Saturday, July 13, 2024** at the site of the proposed tower. In the case of poor visibility or winds in excess of 15 mph, the secondary alternate date for the balloon test is Sunday, July 14, 2024 from 10 am to 2 pm EDT. The top of the blimp will reach a height of 261-ft above ground level (AGL) to simulate the height of the proposed tower. The approximate coordinates of the proposed tower location and balloon test are as follows:

0 Marshall Smith Road, King, NC 27201

Parcel 599404-53-9560

Latitude: N 36° 20' 03.63" (NAD 83)
Longitude: W 80° 22' 17.80" (NAD 83)

Contact information is as follows:

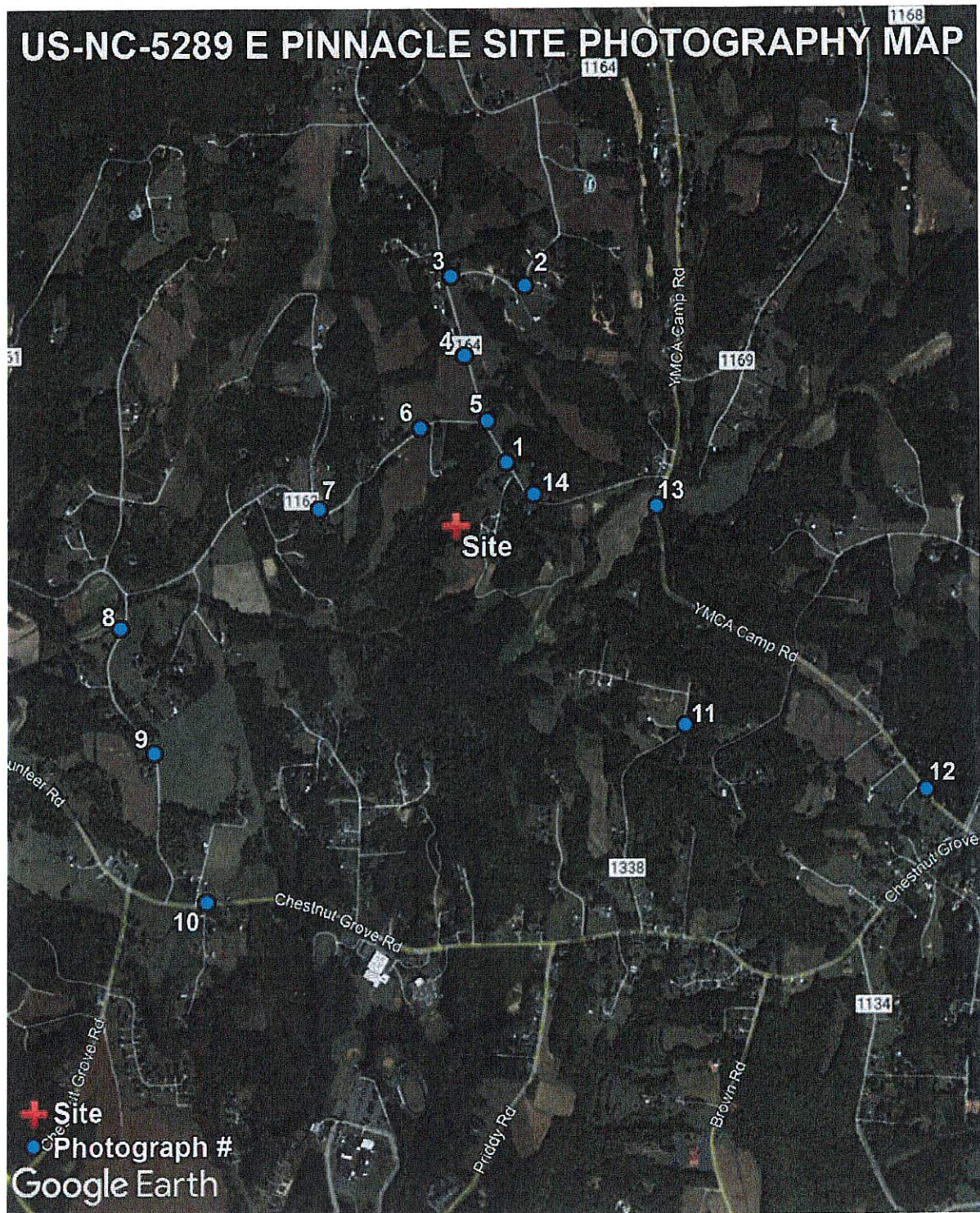
Ralph Wyngarden | Sr. Zoning Specialist
Cell 616.490.9804
Faulk & Foster | www.faulkandfoster.com
PO Box 1371, West Monroe, LA 71294-1371
ralph.wyngarden@faulkandfoster.com

Sincerely,

Michael D. Gould
Gould Digital Imaging, LLC

EXHIBIT L

US-NC-5289 E PINNACLE SITE PHOTOGRAPHY MAP



Compliance Requirement Diagram (Access Location)

N/A

Recommendations
Verizon Wireless Access Location
<i>This site is compliant.</i>



Proposed Barriers		Existing Signs/Barriers	
-------------------	---	-------------------------	---

Figure 3: Mitigation Recommendations

Eric Nance, Planning Director
Stokes County Planning & Inspections
1014 Main Street
Danbury, NC 27016

Site Name: E Pinnacle

Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") proposes to place its antennas at a 190' centerline on a proposed 195-foot The Towers, LLC d/b/a Vertical Bridge self-support tower and its associated ground equipment within a 75'x75' fenced compound on parcel # 599404-53-9560 owned by James F. Reynolds, Jr. & Janet B. Reynolds.

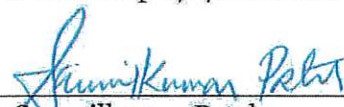
Permanent relief is requested from the flush mounting requirements in Stokes County Zoning Ordinance, Appendix B, Application Requirements for a New Tower, paragraph 6.e as well as Visibility and Aesthetics, paragraph 6.

Flush mounting is impractical:

- This site addresses both coverage and capacity objectives to serve homes, schools, businesses, communities, and rural areas in this part of southwestern Stokes County
- There is a major gap in current coverage due to high intersite distance between neighboring sites.
- A design using a four sector configuration with flexible azimuths is ideal to for the network design. Flush mounting would limit Verizon to fixed azimuths that cannot be adjusted as needed.
- Flush mounting would reduce the amount and type of antennas that can be accommodated at one centerline. Verizon may be required to lease more than one centerline.
- With each provider needing more than one centerline to meet objectives, prime space will be more quickly used up and unavailable for future co-location.
- Flush mounting would also eliminate space for remote radio units (RRUs) behind the antennas. Space is needed both for the units themselves and for access to the units for maintenance and repair.

Respectfully submitted,

Cellco Partnership d/b/a Verizon Wireless

By: 
Saumilkumar Patel
Sr. RF Design Engineer

Date: 4/23/2025

EXHIBIT U

Carolina Telecommunications Services, LLC

E-Mail: hicksja@carolinatelecomservices.com

2917 CARRIAGE MEADOWS DRIVE, WAKE FOREST, NORTH CAROLINA 27587

Phone: (919) 622-5448

May 19, 2025

Sent via E-Mail this Date

Re: Vertical Bridge application to
construct a new monopole tower
located at US-NC-5289 East Pinnacle,
King in Stokes County, NC Tax
PIN#599404-53-9560

Eric Nance
Planning Director
Stokes County
P.O. Box 20
Danbury, NC 27016

Subject: Recommendation Report

Dear Mr. Nance:

Vertical Bridge has submitted an application prepared by Ralph Wyngarden requesting to construct a new one hundred & ninety-five (195') foot monopole tower with a four (4') foot lightning rod (total height of 199' feet) located at US-NC-5289 East Pinnacle, King in Stokes County, NC Tax PIN#599404-53-9560. The structure will be located within a 75' ft. x 75' ft. fenced compound within a 100' ft. x 100' ft. leased area.

Verizon Wireless's network objective is to address a coverage gap between its sites along US Hwy 52 at Pinnacle and King to the west and south, its site to the north on Sauratown Mountain, and its site to the southeast near NC Hwy 66 and William Fowler Road. The proposed site will provide service to the rural areas along YMCA Camp Rd, Fred Merritt Rd, Marshall Smith Rd, Edwards Farm Rd, Gentry Farm Rd, and Badgett Rd. It will also provide service to the more densely populated areas along Chestnut Grove Rd as well as West Stokes High School and Chestnut Grove Middle School.

We have reviewed the application and have determined that Vertical Bridge has complied with the Stokes County Zoning Ordinance, Appendix B, Wireless Telecommunication Requirements and Guidelines and we thus recommend the approval of the application with the following considerations and conditions:

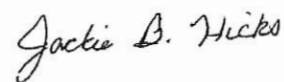
Vertical Bridge has respectfully requested timing waivers on the following items and they will be submitted prior to the issuance of the Building Permit:

- A site-specific structural and foundation analysis, certified by a NC Registered P.E.
- A certificate of total cost of construction and cost of associated equipment at the facility
- The name of the NC licensed contractor.
- The Geo Technical Report.

1. The 195' monopole shall have a finished height of no more than 195' above pre-construction grade.
2. The monopole shall be completely constructed and ready for use no later than 24 months from the date of the Conditional Zoning Permit or the Permit shall be deemed to have expired and of no use or effect.
3. Once Vertical Bridge has met all the conditions of the building permit and all requirements of the Stokes County Zoning Ordinance, Appendix B, Wireless Telecommunication Requirements and Guidelines and a building permit is issued, they must notify the County's consultant if an inspection is required which is not performed by the County.
4. At the completion of construction, the Applicant must notify the County's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection a recommendation to issue a Certificate of Completion shall be made.
5. Verizon Wireless shall not be permitted to actually provide service commercially until the Certificate of Completion or its functional equivalent is issued or risk forfeiting its Permit.

This constitutes our recommendation to the County as regards the issuance of a Conditional Zoning Permit, including conditions, Vertical Bridge for this proposed site. If you have questions, please contact me at (919) 622-5448.

Sincerely,



Jackie B. Hicks



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205020-016032

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Free; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surely and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation. - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of October, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we The Towers, LLC,
 a corporation duly organized under the laws of the State of DE, as Principal and
The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
Stokes County as Obligee, in the amount of
Seventy Five Thousand and 00/100 Dollars (\$ 75,000.00) for the
 payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being
 limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection
 of a wireless communication tower located at US-NC-5289 E Pinnacle, 0 Marshall Smith Road, King, NC 27201.
 Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or
 relocation of the tower from the aforementioned address within 30 days upon receipt of written notice
 from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this
 obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any
 default on the part of the Principal, a written statement of the particular facts of such default shall
 be, within Thirty (30) days, delivered to Surety at it Home Office located at
175 Berkeley Street, Boston, MA 02116
 by registered mail to the Surety and the Surety shall not be obligated to perform Principals
 obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail
 or overnight courier service to Stokes County Planning & Inspections, 1014 Main Street, Danbury, NC 27016
 (Obligee). Such termination shall not affect liability incurred under this obligation prior to the
 effective date of such termination.
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the
 action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the
 Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the
 Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under
 this bond.

Signed, sealed, and witnessed this 1st day of October, 2024.

Simon Dyer
 Witness



The Towers, LLC
 Principal

By: Mark W. Edwards, II

The Ohio Casualty Insurance Company
 Surety

By: Mark W. Edwards, II
 Mark W. Edwards, II, Attorney-In-Fact



October 18, 2024

Julie Potter, Office Manager
Stokes County Planning & Inspections
1014 Main Street
Danbury, NC 27016

336-593-2439

Applicant: The Towers, LLC, a Delaware Limited Liability Company, d/b/a Vertical Bridge

RE: Conditional Rezoning Fee

Site Name: US-NC-5289 East Pinnacle

Project: The Towers, LLC wireless telecommunications tower site including a 195' self-supporting lattice tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area.

Address: TBD Rocky River Walk Road, King, NC 27201

Parcel #: 599404-53-9560

Owners: James F. Reynolds, Jr. & Janet B. Reynolds

Dear Ms. Potter:

Please find enclosed our check in the amount of \$980.00 (\$650.00 Conditional Rezoning Fee plus \$330 for certified mail notification - \$6 x 55 property owners).

Please let me know if you have any questions. Thanks.

Sincerely,

Ralph Wyngarden

Ralph Wyngarden, Sr. Zoning Specialist, Faulk & Foster
for applicant The Towers, LLC

Greg Hunsucker

From: michael@goulddigitalimaging.com
Sent: Wednesday, April 17, 2024 11:19 AM
To: Greg Hunsucker
Subject: Stokes County - Map and Info Request - Balloon Test

Good morning Mr. Hunsucker,

Per our telephone call, I have listed the relevant location data for Vertical Bridge's US-NC-5289 E Pinnacle site in Stokes County.

Parcel: 599404-53-9560
0 MARSHALL SMITH ROAD
KING, NC 27201
LATITUDE: N 36° 20' 03.63" (NAD 83)
LONGITUDE: W 80° 22' 17.80" (NAD 83)
GROUND ELEVATION: 991.2± AMSL (NAVD 88)

The relevant text from the ordinance :

d. The Applicant shall notify all property owners and residents located within one-thousand five hundred feet (1,500) of the nearest property line of the subject property of the proposed construction of the Tower and Facility or Complex and of the date(s) and time(s) of the balloon test. Such notice shall be provided at least fourteen (14) days prior to the conduct of the balloon test and shall be delivered by first-class mail.

I would greatly appreciate your help compiling a list of the affected residents and property owners within 1500 feet of the above mentioned property.

Thank you,

Michael

Michael Gould



885 Woodstock Road
Suite 430-309
Roswell, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com

Verizon Wireless Transmitters Only

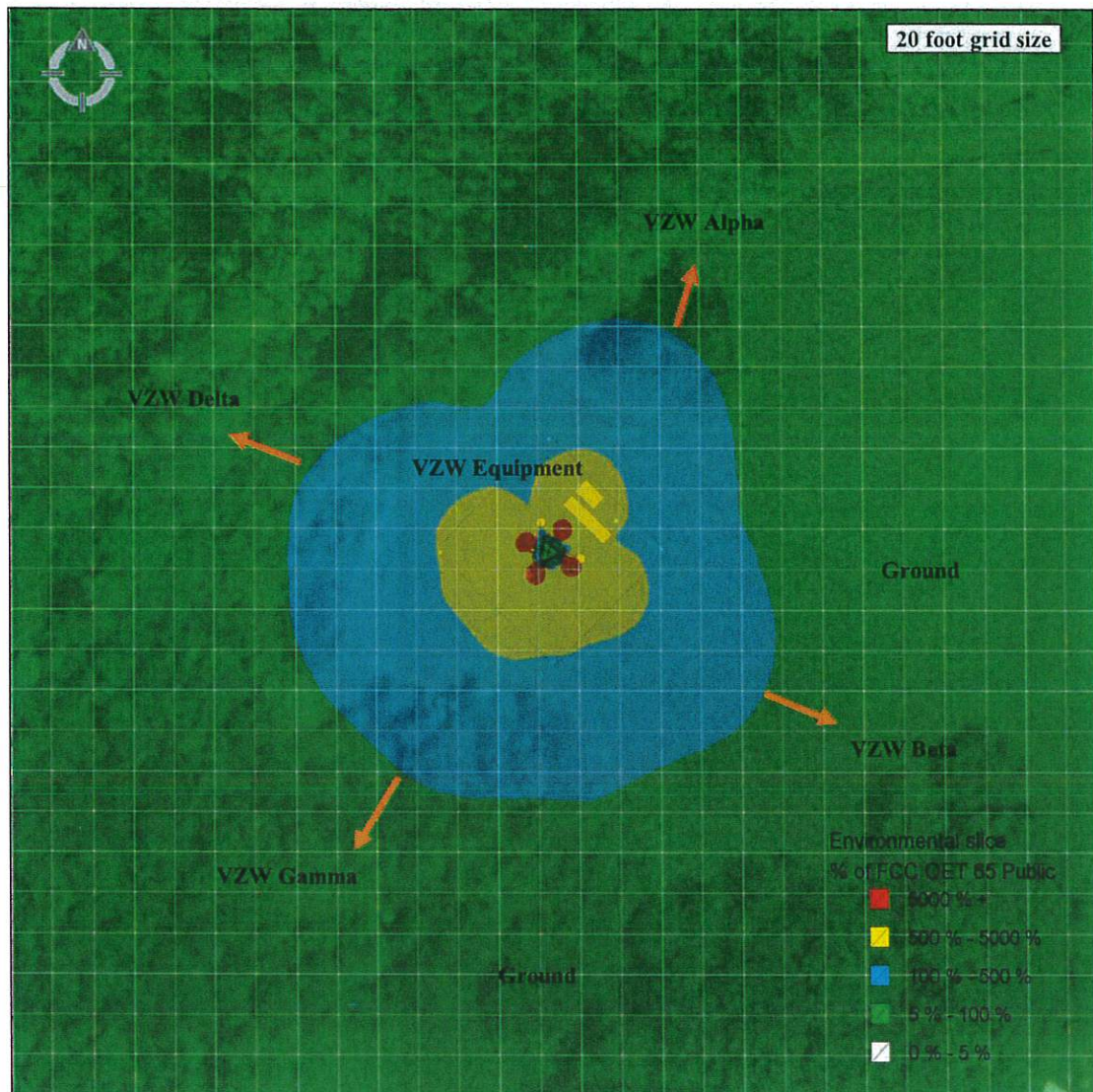


Figure 2.1: Antenna Level

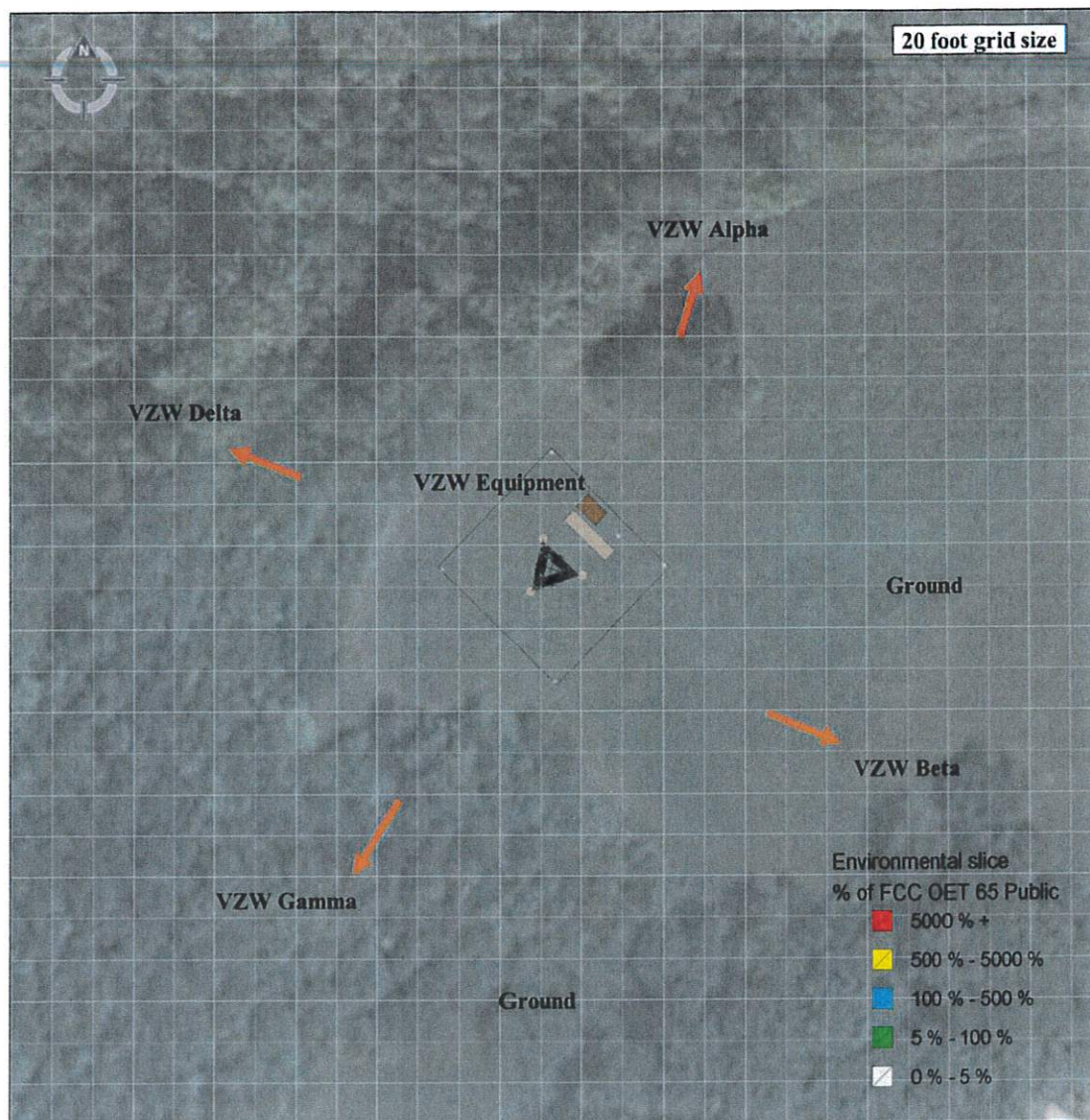


Figure 1.2: All Levels

Level Name	Contributing Operator	Max Value	Unit
Antenna Level	All	2144000	% of FCC OET 65 Public
Verizon Equipment	All	0.01986	% of FCC OET 65 Public
Ground	All	0.8013	% of FCC OET 65 Public



verticalbridge

US-NC-5289 E PINNACLE

0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
SIMULATION**

View #6 from YMCA Camp Road
approximately 2,315ft. east of site




verticalbridge

US-NC-5289 E PINNACLE

0 MARSHALL SMITH ROAD
KING, NC 27201


**195FT. MONOPOLE
NOT VISIBLE**

View #5 from Briarcreek Road
approximately 3,600ft. southeast of site



verticalbridge
US-NC-5289 E PINNACLE
0 MARSHALL SMITH ROAD
KING, NC 27201
**195FT. MONOPOLE
SIMULATION**
View #4 from Chetnut Grove Road
approximately 1 mile southwest of site




US-NC-5289 E PINNACLE
0 MARSHALL SMITH ROAD
KING, NC 27201
195FT. MONOPOLE
NOT VISIBLE
View #3 from Carson Watts Road
approx. 4,210ft. west-southwest of site



US-NC-5289 E PINNACLE
0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
SIMULATION**

View #2 from Edwards Farm Road
approx. 1,100ft. north-northwest of site



Sign Posting



Proposed Telecommunication Tower (Conditional Zoning District Rezoning)

Purpose: 256ft. Balloon Test Simulation of tower visibility from adjacent properties

Where: 0 Marshall Smith Road
King, NC 27201

When: Saturday, July 13th, 2024

Time: 10:00 AM – 2:00 PM

Alternate Date:

Sunday, July 14th, 2024

(Same time as above)

Public Information Meeting will be held onsite on July 13, 2024 between 1:00 pm and 2:00 pm

Contact: Ralph Wyngarden at (616) 490-9804
ralph.wyngarden@faulkandfoster.com for question/concerns



EXHIBIT N

PARCEL_NUM	PROPERTY_OWNER	PROPERTY_1	OWNER_ADDR	OWNER_MA_3	STATE	ZIPCODE
22263	BOYLES, ALAN	BOYLES, LORETTA	1605 YMCA CAMP RD	KING	NC	27021
22278	DORR, BENJAMIN P	DORR, SANDRA CRAVER	1669 YMCA CAMP RD	KING	NC	27021
22279	BOYLES, MAX	BOYLES, ELLIS	1605 YMCA CAMP RD	KING	NC	27021
22280	BOYLES, KATRINA Y	BOYLES, ZACHARY D	1021 EMERALD DR	KING	NC	27021
22281	BOYLES, MAX	BOYLES, ELLIS	1605 YMCA CAMP RD	KING	NC	27021
22282	WRIGHT, MARCUS W	WRIGHT, JUDY B	1151 MARSHALL SMITH RD	KING	NC	27021
22283	NEWSOME, ROBERT WAYNE	NEWSOME, ELIZABETH S	1177 MARSHALL SMITH RD	KING	NC	27021
22284	WALKOWIAK, JOHN A	WALKOWIAK, LAURA M	1090 FLIPPIN LN	KING	NC	27021
22296	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22297	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22298	GARNER, SUZAN		1118 FLYNT RD	KING	NC	27021
22299	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22300	WOOTEN, NATALIE E	WOOTEN, MATTHEW C	1140 MARSHALL SMITH RD	KING	NC	27021
22301	NEWSOME, ROBERT W	NEWSOME, ELIZABETH S	1177 MARSHALL SMITH RD	KING	NC	27021
22302	NEWSOME, ROBERT W	NEWSOME, BETH S	1177 MARSHALL SMITH RD	KING	NC	27021
22303	MCKNIGHT, CONNIE S		1020 ROCKY RIVER WALK RD	KING	NC	27021
22304	BOYLES, MAX A		1080 ROCKY RIVER WALK RD	KING	NC	27021
22305	REYNOLDS, JAMES F JR	REYNOLDS, JANET B	1080 ROCKY RIVER WALK RD	KING	NC	27021
22306	BOYLES, MAX	BOYLES, ELLIS	1605 YMCA CAMP RD	KING	NC	27021
22307	BOYLES, HENRY ELLIS	BOYLES, MAX A	1605 YMCA CAMP RD	KING	NC	27021
22310	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22311	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22312	GOODMAN, WILLIAM SMITH		1244 TOM SMITH RD	WESTFIELD	NC	27053
22314	SMITH, STANLEY ELLIS	SMITH, SANDRA G	1724 GENTRY FARM RD	KING	NC	27021
22315	COLLINS, EDDIE E	COLLINS, KATHERINE P	1020 RIVER VALLEY RD	KING	NC	27021
22325	NIEBERLE, DEBRA M		1142 EDWARDS FARM RD	KING	NC	27021
22326	BATCHELOR, JOHN MARK	BATCHELOR, NANCY Y	1134 EDWARDS FARM RD	KING	NC	27021
22327	NIEBERLE, DEBRA M		1142 EDWARDS FARM RD	KING	NC	27021
22328	VANDERGRIFT, DOUGLAS M	VANDERGRIFT, PATTY S	1188 MCKNIGHT DR	KING	NC	27021
22329	YOKLEY, RANDALL C		1204 EDWARDS FARM RD	KING	NC	27021
22330	MOODY, MARK J		1223 EDWARDS FARM RD	KING	NC	27021
22331	YOKLEY, RANDALL C		1204 EDWARDS FARM RD	KING	NC	27021
22332	YOKLEY, RANDALL C		1204 EDWARDS FARM RD	KING	NC	27021
22334	MOODY, MARK J		1223 EDWARDS FARM RD	KING	NC	27021
22335	TOMLINSON, KEITH	TOMLINSON, CHEYENNE;HAYNIE, LOGAN	1075 BREEZY HILL RD	KING	NC	27021
22336	PENNINGTON, SCOTT M	PENNINGTON, TREVA LANIER	1079 PENNINGTON LN	KING	NC	27021
22337	PENNINGTON, MARSHALL W	PENNINGTON, SANDRA S	1127 PENNINGTON LN	KING	NC	27021
22338	HOLSTROM, HAROLD B	HOLSTROM, JUDITH L.	1035 RIVER VALLEY RD	KING	NC	27021
22340	JOHNSON, NICHOLAS D	JOHNSON, BECKI LEANNE	1274 HILL RD	KING	NC	27021
22361	BOWEN, GARY W	BOWEN, SHEILA M	1273 EDWARDS FARM RD	KING	NC	27021
22362	PENNINGTON, DANIEL FRANK		1127 PENNINGTON LN	KING	NC	27021
22471	BARNEYCASTLE, TODD	BARNEYCASTLE, JENNIFER	222 WESTRIDGE DR	KING	NC	27021
22472	BADGETT, AVOLENE R		1397 MARSHALL SMITH RD	KING	NC	27021
22473	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
22494	BADGETT, AVOLENE R		1397 MARSHALL SMITH RD	KING	NC	27021
22495	BADGETT, AVOLENE R		1397 MARSHALL SMITH RD	KING	NC	27021
22497	MONTGOMERY, ELLEN T	TUTTLE, THEA KATE	1055 TATUM PLACE DR	WALNUT COVE	NC	27052
30067	BOWLES, BRYAN C	BOWLES, CANDICE W	1059 EDWARDS FARM RD	KING	NC	27021
30068	REYNOLDS, JAMES F JR	REYNOLDS, JANET B	1080 ROCKY RIVER WALK RD	KING	NC	27021
30101	KAHN, COREY	KAHN, MARY	PO BOX 842	KING	NC	27021
30102	NICHOLSON, CASEY EDITH	BOWMAN, TRAVIS LEON	1214 EDWARDS FARM RD	KING	NC	27021
30637	BOYLES, PHILLIP MARTIN	BOYLES, STEPHEN WADE	1804 JOY DRIVE	DENVER	NC	28037
30638	O'NEAL, BRADLEY P	O'NEAL, ALEONA	1194 MARSHALL SMITH RD	KING	NC	27021
32752	BLUME, PATRICK J	BLUME, JAMIE M	1101 MCKNIGHT DR	KING	NC	27021
32753	FLYNN, ROBERT ALLEN	FLYNN, BRENDA	1424 SANTOLINA LN	LEWISVILLE	NC	27023

SITE OWNER |

proposed operation will not expose members of the General Public to hazardous levels of RF energy at ground level or in adjacent Structures.

On the Antennas Level in front of the antennas, predicted MPE levels will exceed the FCC General Population limits within 120 feet in front of the antennas and within 12 feet below antennas Centerline. The maximum predicted power density level resulting from all Verizon operations directly in front of the antennas is 2144000% of the FCC General Population limits (428800 % of the FCC Occupational limits). Any work activity in front of transmitting antennas should be coordinated with Verizon Wireless.

The following plots show the cumulative spatial average predicted power density levels in the reference plane indicated as a percentage of the General Public Limits. Please note that 100% of the General Public Limits corresponds to 20% of the Occupational Limits.

All Transmitters

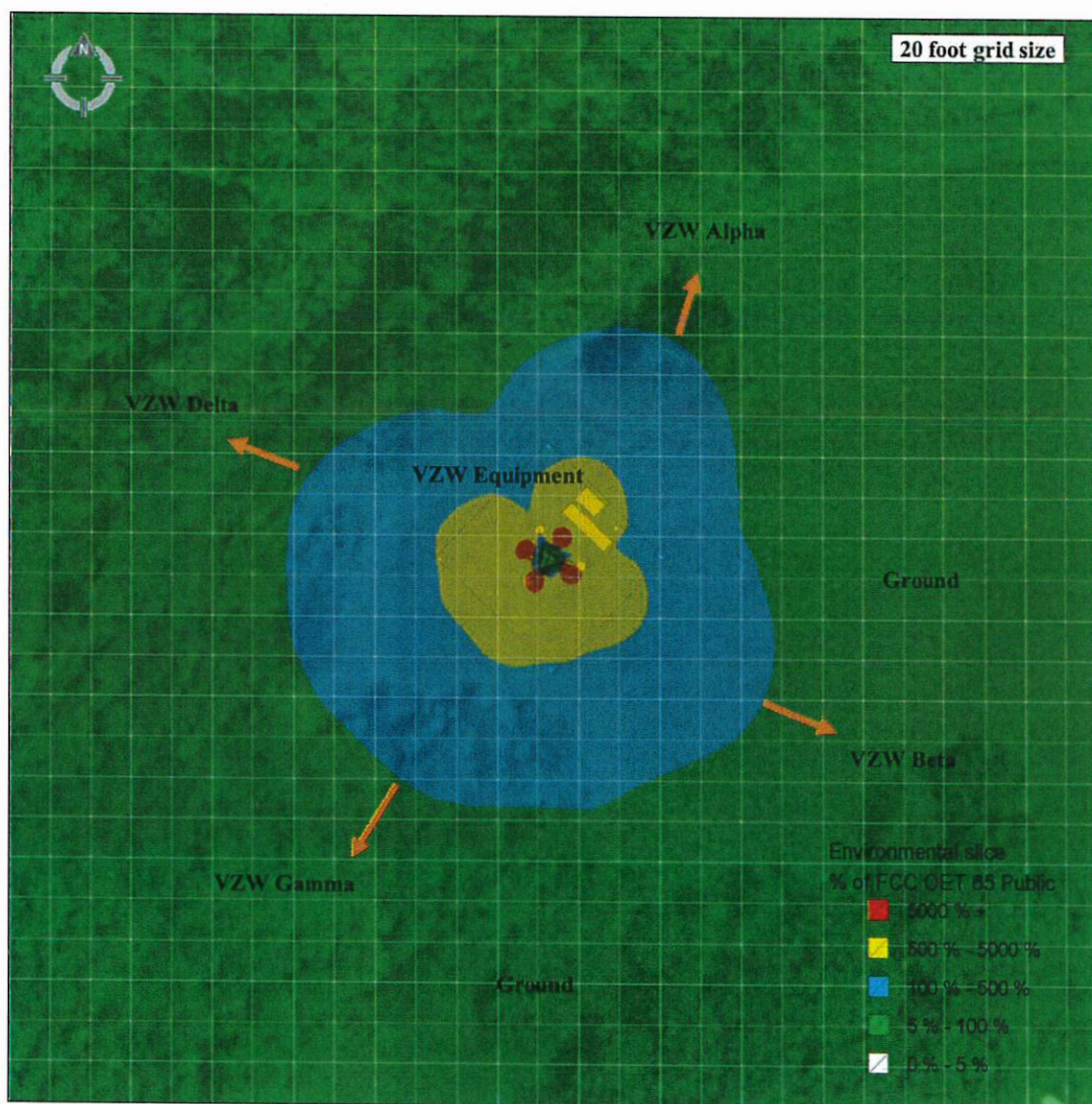


Figure 1.1: Antennas Level

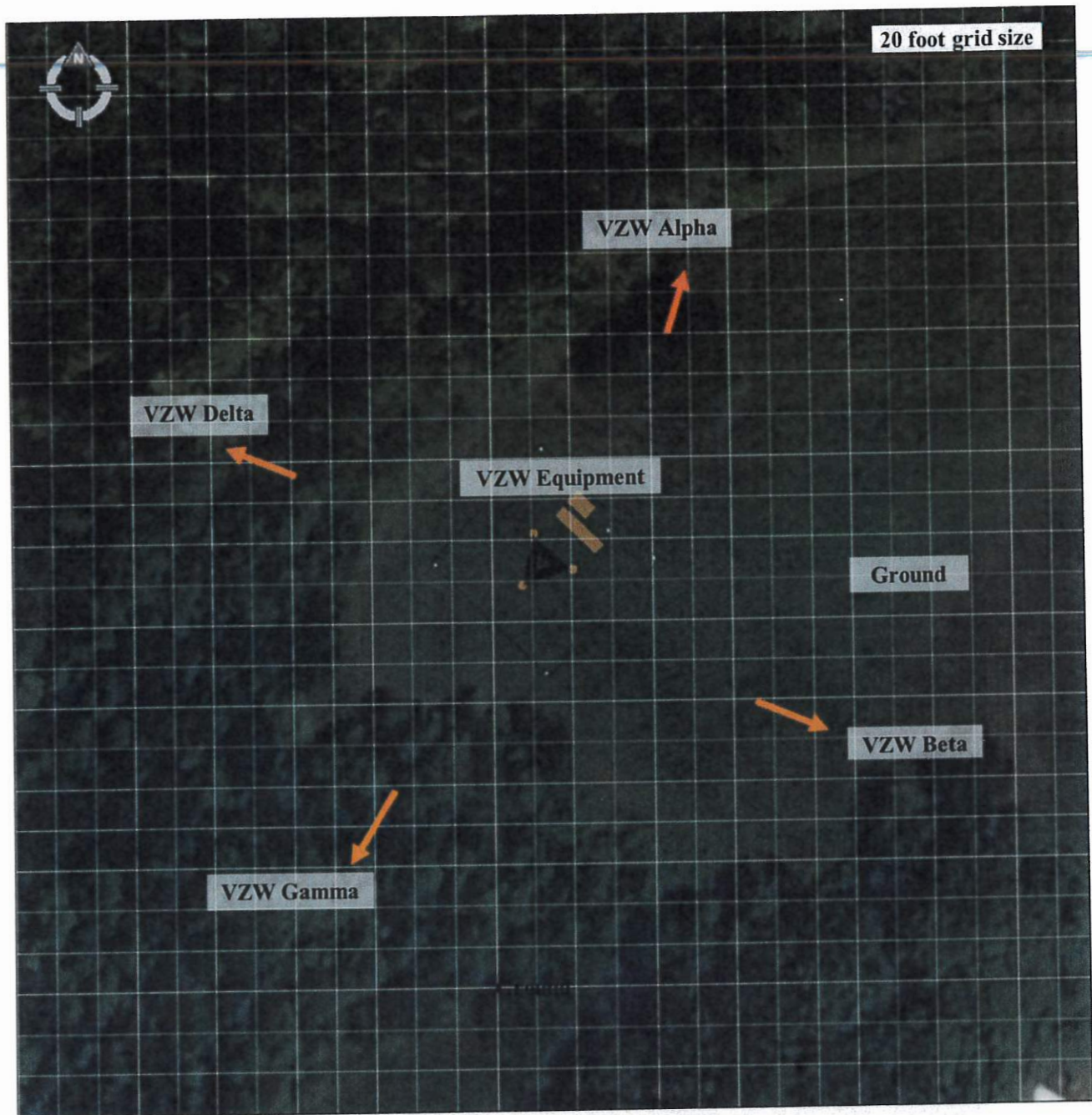


Figure 1: Antenna Locations

Power density decreases significantly with distance from any antenna. The Panel-type antenna to be employed at this site are highly directional by design and the orientation in azimuth and mounting elevation, as documented, serves to reduce the potential to exceed MPE limits at any location other than directly in front of the antennas. For accessible areas at ground level, the maximum predicted power density level resulting from all Verizon Wireless operations is 0.8013 % of the FCC General Population limits (Figure 2.2). Notice that the power density levels will exceed the FCC's MPE limit for General Population, Occupational and 10x the Occupational MPE limits in front of the antennas which it is not generally accessible areas. The

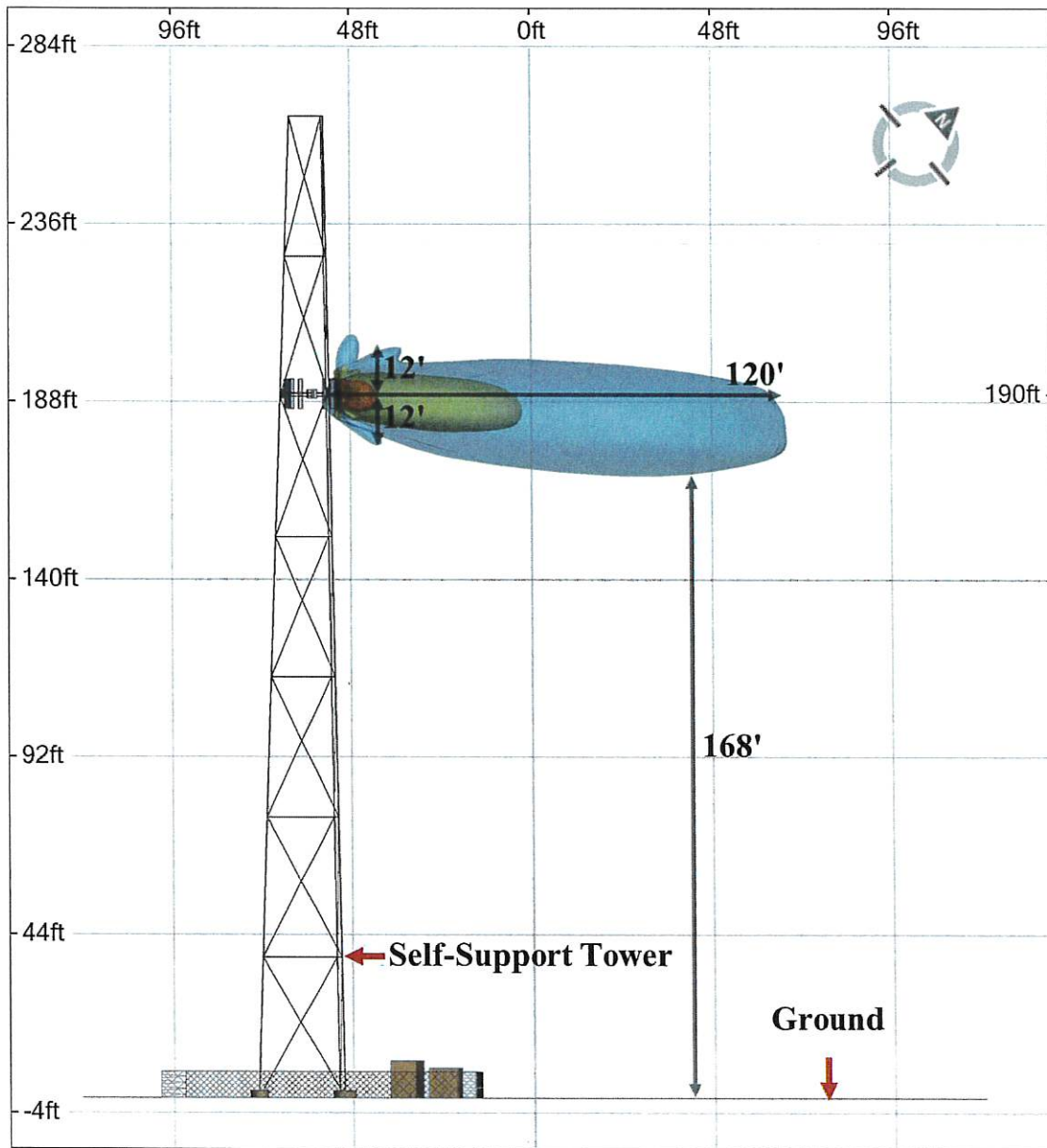


Figure 2.3: Elevation Level

Level Name	Contributing Operator	Max Value	Unit
Antenna Level	Verizon	2144000	% of FCC OET 65 Public
Verizon Equipment	Verizon	0.01986	% of FCC OET 65 Public
Ground	Verizon	0.8013	% of FCC OET 65 Public

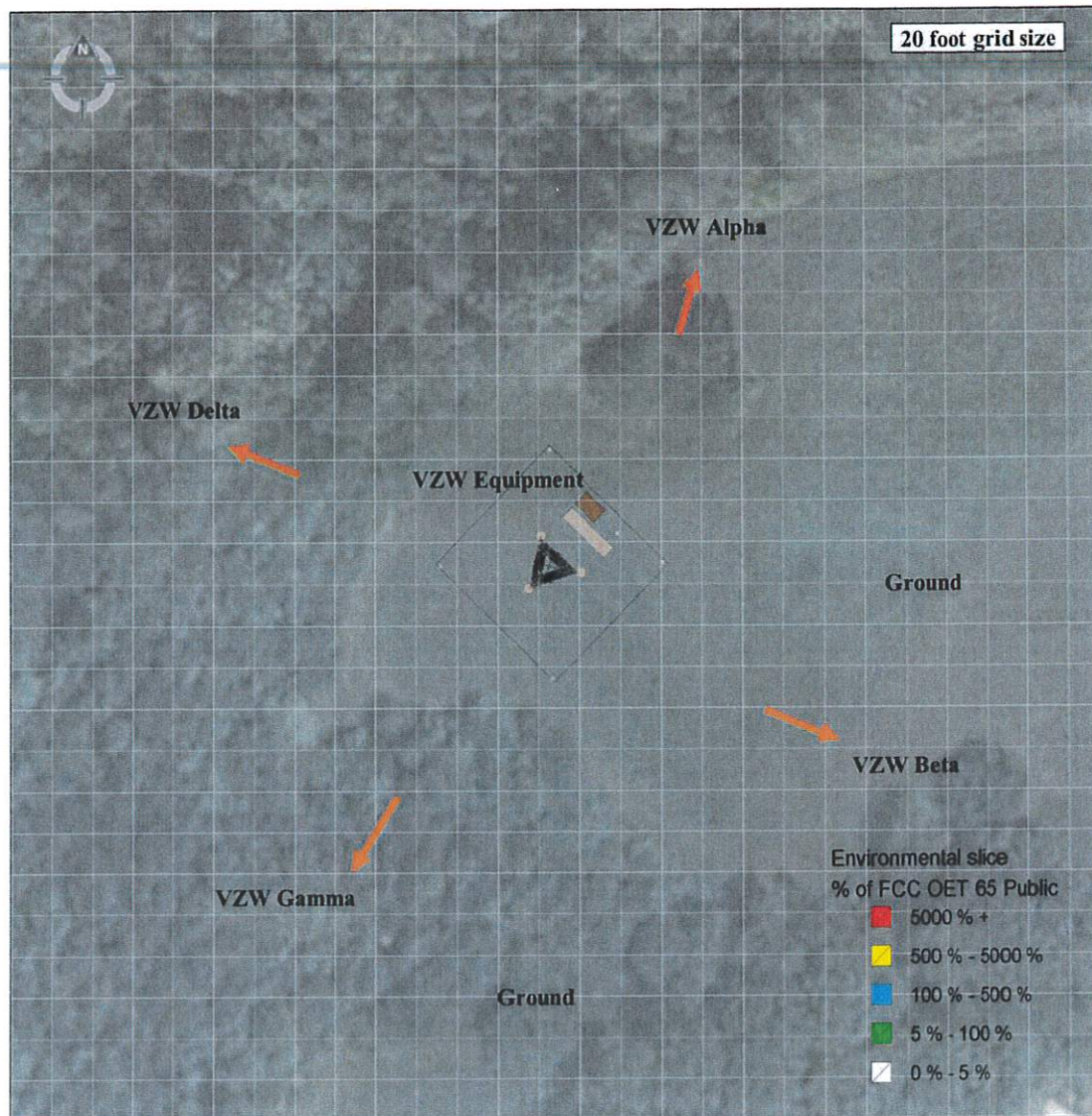


Figure 2.2: All Levels

Plots - Pre and Post RSRP Coverage

Pre

Post

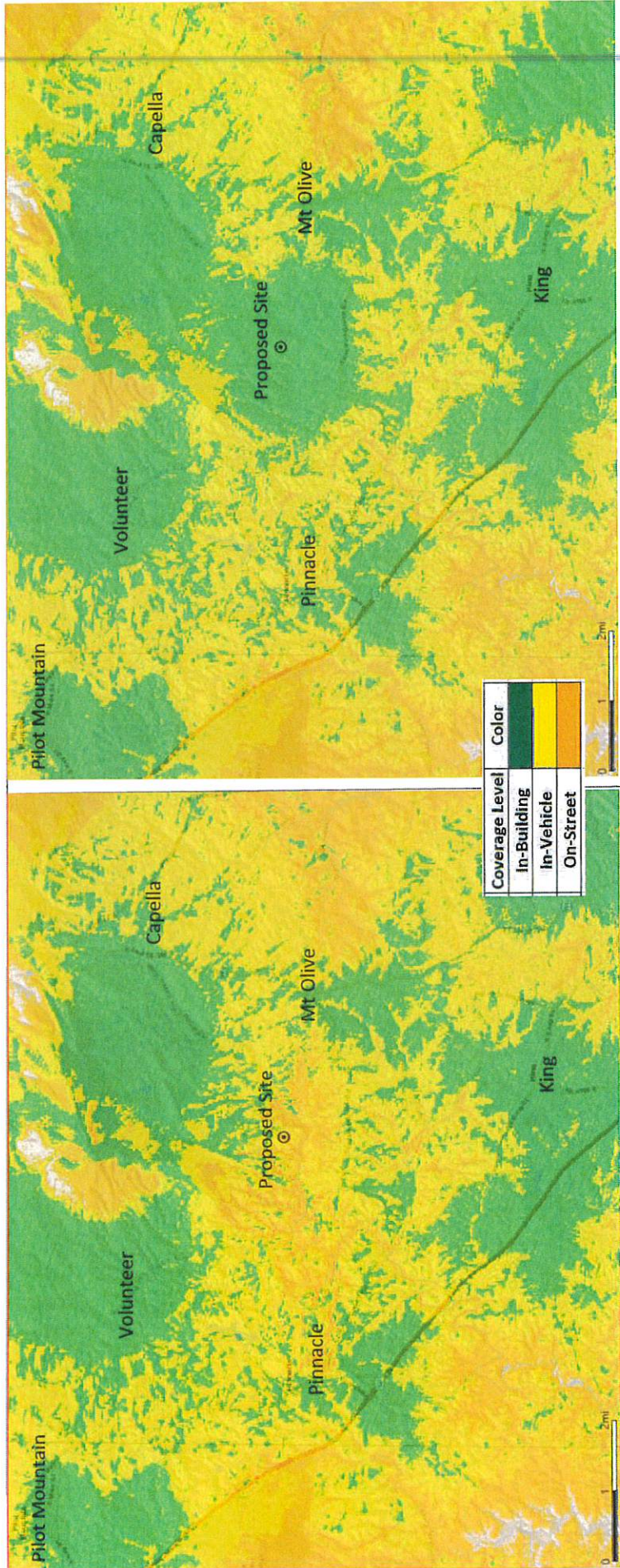


EXHIBIT V

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.





verticalbridge

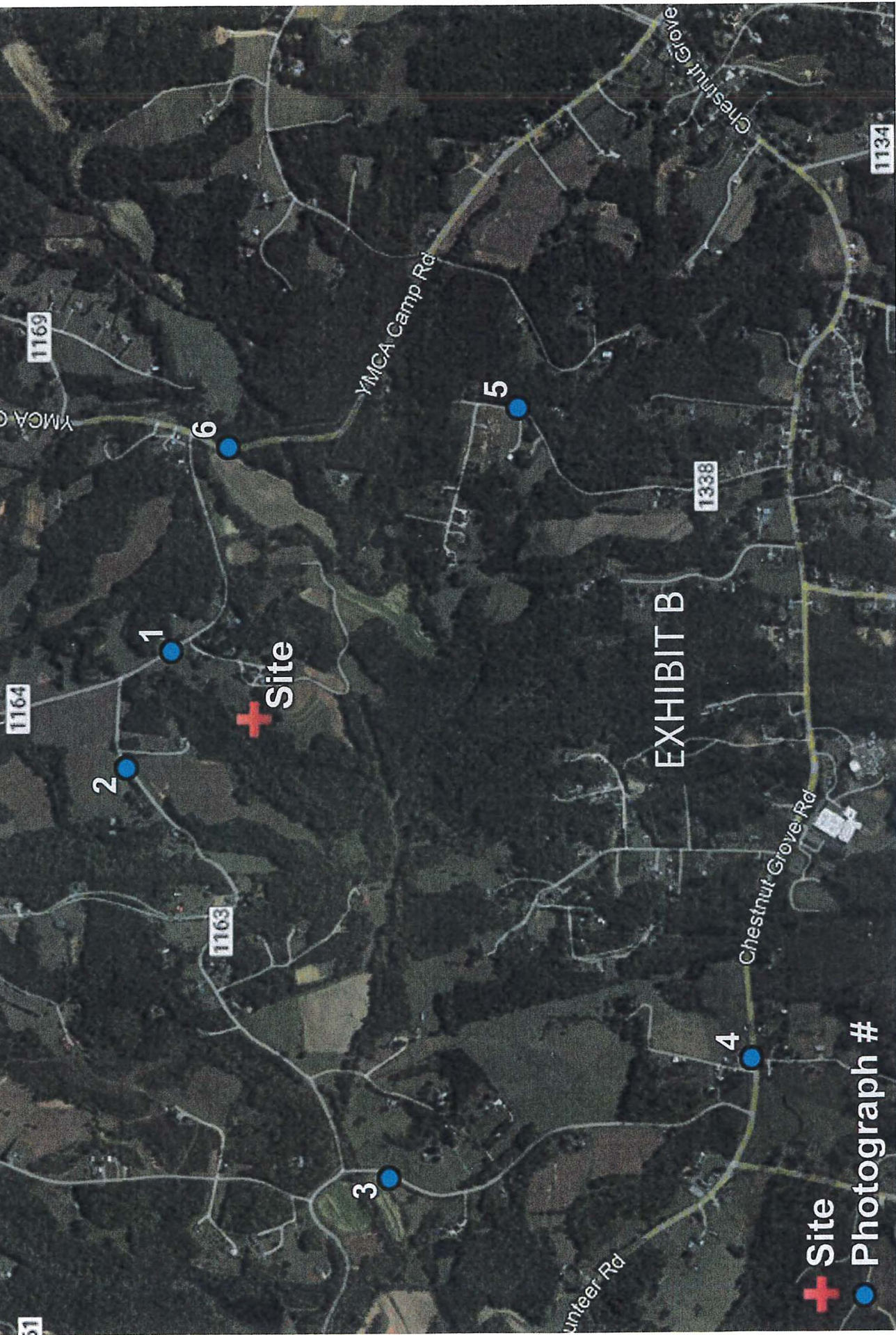
US-NC-5289 E PINNACLE

0 MARSHALL SMITH ROAD
KING, NC 27201

**195FT. MONOPOLE
SIMULATION**

View #1 from Marshall Smith Road
approximately 840ft. northeast of site

US-NC-5289 E PINNACLE SITE SIMULATION MAP



ORDINANCE COMPLIANCE STATEMENT

Applicant: The Towers, LLC, a Delaware Limited Liability Company, d/b/a Vertical Bridge
Application: Conditional Zoning Approval for a Wireless Telecommunications Tower Facility

Site Name: US-NC-5289 East Pinnacle

Project: The Towers, LLC wireless telecommunications tower site including a 195' monopole tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area.

Address: TBD Rocky River Walk Road, King, NC 27201

Parcel #: 599404-53-9560

Zoning District: R-A Residential Agricultural

Owners: James F. Reynolds, Jr. & Janet B. Reynolds

This application by The Towers, LLC d/b/a Vertical Bridge is compliant with all applicable provisions of the Wireless Telecommunication Requirements and Guidelines found in Stokes County Zoning Ordinance Appendix B as detailed in the responses below in ***bold italics***:

Wireless Telecommunications Facilities or Complexes

Purpose and Legislative Intent

1. The Telecommunications Act of 1996 affirmed the County of Stokes' authority concerning the placement, construction and Modification of Wireless Telecommunications Facilities or Complexes. This ordinance provides for the safe and efficient integration of Wireless Facilities or Complexes Necessary for the provision of advanced wireless telecommunications services throughout the community and to ensure the ready availability of reliable wireless services to the public, government agencies and first responders, with the intention of furthering the public safety and general welfare.

Acknowledged and agreed. The proposed facility is needed for the provision of advanced wireless telecommunications services throughout the community and to ensure the ready availability of reliable wireless services to the public, government agencies and first responders and will further the public safety and general welfare.

2. The County of Stokes finds that Wireless Telecommunications Facilities and Complexes may pose significant concerns to the health, safety, public welfare, character and environment of the County and its inhabitants. The County also recognizes that facilitating the development of wireless service technology can be an economic development asset to the County and of significant benefit to the County and its residents. In order to assure that the placement, construction or Modification of a Facility or Complex is consistent with the County's land use policies, the County utilizes a comprehensive Wireless Telecommunications Facility or Complex application and permitting process. The intent of this Appendix is to minimize the physical impact of Wireless Telecommunications Facilities on the community, protect the character of the community to the extent reasonably possible, establish a fair and efficient process for review and approval of applications, assure an integrated, comprehensive review of environmental impacts of such facilities, and protect the health, safety and welfare of the County of Stokes.

The proposed facility will be of significant benefit to the County and its residents and will not negatively impact the health, safety, public welfare, character, or the environment.

Severability

1. If any word, phrase, sentence, part, section, subsection, or other portion of this Appendix or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed Application thereof, shall be severable, and the remaining provisions of this Appendix, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect.

No response necessary.

2. Any Conditional Zoning Permit issued pursuant to this Appendix shall be comprehensive and not severable. If part of a permit is deemed or ruled to be invalid or unenforceable in any material respect, by a competent authority, or is overturned by a competent authority, the permit shall be void in total, upon determination by the County.

No response necessary.

Definitions

For purposes of this Section, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word "shall" is always mandatory, and not merely directory.

1. **Accessory Facility or Structure:** means an accessory facility or structure serving or being used in conjunction with Wireless Telecommunications Facilities or Complexes, including but not limited to utility or transmission equipment storage sheds or cabinets.
2. **Amend, Amendment and Amended:** mean and shall relate to any change, addition, correction, deletion, replacement or substitution, other than typographical changes of no effect.
3. **Applicant:** means any Wireless service provider submitting an Application for a Wireless Telecommunications Facility (ies).
4. **Application:** means all Necessary and required documentation that an Applicant submits in order to receive a Conditional Zoning Permit or a Building Permit for Wireless Telecommunications Facilities.
5. **Antenna:** means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency or other wireless signals.
6. **Board:** means the Board of County Commissioners.
7. **Board of Adjustment:** means the Board established by adoption of the Stokes County Zoning Ordinance. March 1, 1983.
8. **Certificate of Completion or COC:** means a required document issued by the County that confirms that all work represented in the application i) was properly permitted; ii) was done in compliance with and fulfilled all conditions of all permits, including any final completion deadline; iii) was fully constructed as approved and permitted; and iv) a final inspection was requested, conducted and the Facility or Complex passed the final inspection.
9. **Co-location:** means the use of an approved telecommunications structure to support Antenna for the provision of wireless services.
10. **Commercial Impracticability or Commercially Impracticable:** means the inability to perform an act on terms that are reasonable in commerce, the cause or occurrence of which could not have been reasonably anticipated or foreseen and that jeopardizes the financial efficacy of the project. The inability to achieve a satisfactory financial return on investment or profit, standing alone and for a single site, shall not

deem a situation to be “commercially impracticable” and shall not render an act or the terms of an agreement “commercially impracticable”.

11. **Completed Application:** means an Application that contains all necessary and required information and/or data necessary to enable an informed decision to be made with respect to an Application.
12. **Complex:** means the entire site or Facility, including all structures and equipment located at the site.
13. **Conditional Zoning Approval:** means approved by the Stokes County Board of Commissioners.
14. **Conditional Zoning permit:** means the actual permit issued for an approved conditional zoning use by the Stokes County Planning & Community Development Department.
15. **County:** means the County of Stokes
16. **DAS or Distributive Access System:** means a technology using antenna combining technology allowing for multiple carriers or Wireless Service Providers to use the same set of antennas, cabling or fiber optics.
17. **Eligible Facility** means an existing wireless tower or base station that involves collocation of new transmission equipment or the replacement of transmission equipment that does not constitute a Substantial modification.
18. **FAA** means the Federal Aviation Administration, or its duly designated and authorized successor agency.
19. **Facility** means a set of wireless transmitting and/or receiving equipment, including any associated electronics and electronics shelter or cabinet and generator.
20. **FCC:** means the Federal Communications Commission, or its duly designated and authorized successor agency.
21. **Height:** means, when referring to a Tower or wireless support structure, the distance measured from the pre-existing grade level to the highest point on the Tower or structure, even if said highest point is an Antenna or lightening protection device.
22. **Maintenance:** means plumbing, electrical or mechanical work that may require a building permit but that does not constitute a Modification to the WTF.
23. **Modification or Modify:** means, the addition, removal or change of any of the physical and visually discernible components or aspects of a wireless Facility or Complex with identical components, including but not limited to antennas, cabling, equipment shelters, landscaping, fencing, utility feeds, changing the color or materials of any visually discernible components, vehicular access, parking and/or an upgrade or change-out of equipment for better or more modern equipment. Adding a new wireless carrier or service provider to an existing support structure or Tower as a collocation is a Modification, unless the height, profile or size of the compound is increased, in which case it is not a Modification.
24. **Necessary or Necessity or Need:** means what is technologically required for the equipment to function as designed by the manufacturer and that anything less will result in prohibiting the provision of service as intended and described in the narrative of the Application. Necessary or Need does not mean what may be desired, preferred or the most cost-efficient approach and is not related to an Applicant’s specific chosen design standards. Any situation involving a choice between or among alternatives or options is not a Need or a Necessity.
25. **NIER:** means Non-Ionizing Electromagnetic Radiation.
26. **Person:** means any individual, corporation, estate, trust, partnership, joint stock company, association of two (2) or more persons having a joint common interest, or any other entity.
27. **Personal Wireless Facility:** See definition for ‘Wireless Telecommunications Facilities’.

28. **Personal Wireless Services** or **PWS** or **Personal Telecommunications Service** or **PTS**: shall have the same meaning as defined and used in the 1996 Telecommunications Act.
29. **Planning Board**: means the Stokes County Planning Board.
30. **Private Personal Tower**: means any tower that transmits and receives radio signals less than 90 ft. in height used for non-commercial purposes i.e. citizens band, short wave, amateur, or other similar radio signals. Setbacks for such towers shall be at least the height of the tower plus ten (10) percent of tower height from any property line, highway right of way or transportation easement. Private personal towers are not permitted in any required front yard setback.
31. **Property**: means the entire deeded and recorded land area on which a leased or purchased area designated for the location of a wireless telecommunication facility.
32. **Repairs and Maintenance**: means the replacement or repair of any components of a wireless Facility or Complex where the replacement is identical to the component being replaced, or for any matters that involve the normal repair and maintenance of a wireless Facility or Complex without the addition, removal or change of any of the physical or visually discernible components or aspects of a wireless Facility or Complex that will impose new visible burdens of the Facility or Complex as originally permitted.
33. **Stealth** or **Stealth Technology**: means a design or treatment that minimizes adverse aesthetic and visual impacts on the land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of such Wireless Telecommunications Facilities, which shall mean building the least visually and physically intrusive facility and Complex that is not technologically or commercially impracticable under the facts and circumstances. Stealth technology includes such techniques as DAS or its functional equivalent or camouflage where the Tower is disguised to make it less visually obtrusive and not recognizable to the average person as a Wireless Facility or Complex.
34. **State**: means the State of North Carolina.
35. **Structural Capability** or **Structural Capacity**: means, notwithstanding anything to the contrary in any other standard, code, regulation or law, up to and not exceeding a literal 100% of the designed loading and stress capability of the support structure.
36. **Substantial Modification**: means a change or Modification that
- a. increases the existing vertical height of the structure by the greater of (a) more than ten percent (10%) or (b) the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet; or
 - b. except where necessary to shelter the antenna from inclement weather or to connect the antenna to the tower via cable, adding an appurtenance to the body of a wireless support structure that protrudes horizontally from the edge of the wireless support structure the greater of (i) more than 20 feet or (ii) more than the width of the wireless support structure at the level of the appurtenance; or
 - c. increases the square footage of the existing equipment compound by more than 2,500 square feet.
37. **Telecommunications**: means the transmission and/or reception of audio, video, data, and other information by wire, radio frequency, light, and other electronic or electromagnetic systems.
38. **Telecommunications Site**: See definition for Wireless Telecommunications Facilities.
39. **Telecommunications Structure**: means a structure used to support equipment used to provide wireless communications.

40. **Temporary:** means not permanent in relation to all aspects and components of this Section, something intended to, and that does, exist for fewer than ninety (90) days.
41. **Tower:** means any structure designed primarily to support an antenna for receiving and/or transmitting a wireless signal.
42. **Wireless Telecommunications Facility or Facilities (WTF or WTFs) or Complex** means and includes a **Telecommunications Site** and **Personal Wireless Facility Site**: It means a specific location at which a structure that is designed or intended to be used to house or accommodate antennas or other transmitting or receiving equipment is located. This includes without limit, towers of all types and kinds and support structures, including but not limited to buildings, church steeples, silos, water towers, signs or other any other structure that is used or is proposed to be used as a support structure for antennas or the functional equivalent of such. It expressly includes all related facilities and equipment such as cabling, radios and other electronic equipment, equipment shelters and enclosures, cabinets and other structures associated with the complex used to provide, though not limited to, radio, television, cellular, SMR, paging, 911, Personal Communications Services (PCS), commercial satellite services, microwave services and any commercial wireless telecommunication service not licensed by the FCC.
43. **Written Authorization:** means the official document or permit by which an applicant is allowed to use existing Wireless Telecommunications Facilities, (ex. co-location) as granted or issued by the county. This is an administrative procedure not requiring Board action.

Definition section. No response necessary.

General Policies and Procedures for Applications under this Section

In order to ensure that the placement, construction and Modification of a Facility or the components of a Complex do not endanger or jeopardize the County's health, safety, public welfare, environmental features, the nature and character of the community and neighborhood and other aspects of the quality of life specifically listed elsewhere in this Section, the County hereby adopts an overall policy and related procedures with respect to the submittal, review, approval and issuance of permits or Administratively granted authority for Wireless Facilities for the express purpose of achieving the policies and goals set forth herein:

1. A Conditional Zoning approval/permit for any new Complex, Facility or any Substantial Modification of a Facility or Complex or for a Co-located Facility;

Acknowledged and agreed. This application is for a new complex including a 195' monopole tower with 4' lightning rod with Verizon Wireless antennas at a 190' centerline and Verizon Wireless equipment within a 75' x 75' fenced compound in a 100' x 100' lease area. The site will also accommodate 3 additional providers. Please see the drawings provided as Exhibit A.

2. An Administrative approval and a properly issued Building Permit for any co-location or Modification of a Facility or Complex that is not a Substantial Modification or Colocation.

Not applicable.

3. The implementation of an Application process and requirements;

No response necessary.

4. The establishment of procedures for examining an Application and issuing a Conditional Zoning permit or Administrative approval that is both fair and consistent;

No response necessary.

5. The ability to promote and require wherever possible, the sharing and/or co-location of support structures among service providers;

The proposed site will accommodate Verizon Wireless and 3 additional future providers.

6. The ability to require, promote and encourage wherever possible, the placement, height and quantity of a Facility or Complex in such a manner as to minimize the physical and visual impact on the community, including but not limited to the use of stealth technology.

Site placement and height avoid impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower. The tower design has also been changed from lattice to a less visually impactful monopole design.

7. The ability to require that a Facility and Complex shall be the least visually intrusive among those options available in the County given the facts and circumstances.

Please see the response above.

8. The Board of County Commissioners is the officially designated agency or body of the County to whom applications for a Conditional Zoning approval for a Facility or Complex must be made, and that is authorized to make decisions with respect to all aspects of Conditional Zoning applied for under this Section. The Board of Commissioners may at its discretion delegate or designate other official agencies or officials of the County or outside consultants to accept, review, analyze, evaluate and make recommendations to the Board with respect to the granting or not granting a Conditional Zoning application for Wireless Telecommunications Facilities.

Acknowledged and agreed.

9. All applications for new Wireless Telecommunications Facilities shall follow the procedures for Conditional Zoning petitions as set forth in Article V, Section 52, (Procedures for Conditional Zoning Districts) and Article XIII, Section 132, (Procedure for Obtaining Conditional Zoning) of this ordinance.

Acknowledged and agreed.

10. There shall be a pre-application meeting for all intended applications. The preapplication meeting may be held either on site, or telephonically as deemed appropriate by the County or its designee. The purpose of the pre-application meeting will be to address i) issues that will help to expedite the review; and permitting process; and ii) certain issues or concerns the County or the Applicant may have.

A pre-application meeting was held on site Wednesday, April 24, 2024, at 11:00 am. The primary concern at the time was applicant's proposal for a 256' tall tower with 5' lighting rod with FAA required obstruction lighting. Applicant has since addressed this concern by reducing the tower height to 195' with 4' lightning rod to comply with the 199' maximum height limitation and to avoid the need for any

obstruction lighting. Applicant has also changed the tower type from lattice to monopole.

11. If there has not been a prior site visit for the requested Complex within the previous six (6) months a site visit shall be conducted.

The site was last visited by Stokes County consultant representative David Sudderth at the time of the Community Meeting on July 13, 2024.

12. An Applicant shall submit to the County the number of completed Applications determined to be needed at the pre-application meeting. If Board action is required, applications will not be transmitted to the Board for consideration until the application is deemed complete.

Acknowledged and agreed. Applicant will submit the required number of copies of the application package once it is deemed complete.

13. If the proposed site is within two (2) miles of another jurisdiction, written notification of the Application shall be provided to the legislative body of all such adjacent jurisdictions as applicable and/or requested.

The proposed site is within 2 miles of City of King jurisdiction. A copy of the notification to the City of King Mayor & Council, Clerk, and Administrator is provided as Exhibit F. There were no comments in response to the notice.

14. The owner(s) of the support structure to which antennas or related equipment are to be attached must be an official Applicant of Record.

Acknowledged and agreed. The official Applicant of Record is The Towers, LLC d/b/a Vertical Bridge.

15. All Applicants shall closely follow the instructions for preparing an Application. Not following the instructions without permission to deviate from such shall result in the application being deemed incomplete and a tolling of the time allowed for action on an Application until a Complete Application is received.

Acknowledged and agreed.

16. The Applicant shall be notified in writing of any deficiencies within forty-five days of the submission of an Application as regards any deficiencies related to the completeness of the Application. Remediation of deficiencies in an Application shall be deemed an amendment of the Application that was received.

Acknowledged and agreed.

17. The County may deny applications not meeting the requirements stated herein or which are otherwise not complete after proper notice and a reasonable opportunity to make the Application complete has been afforded.. Applications will be deemed abandoned if left incomplete for more than ninety (90) days after the date of notice of incompleteness.

Acknowledged and agreed.

18. No work of any kind on a Facility or Complex shall be started until the Application is reviewed and the Board of Commissioners has granted Conditional Zoning approval if applicable and a Building Permit has been issued.

Acknowledged and agreed.

19. Any and all representations made by the Applicant or that are made in support of the Application shall be deemed to be on the record, whether written or verbal, and shall be deemed to have been relied upon in good faith by the County. Any verbal representation shall be treated as if it were made in writing.

Acknowledged and agreed.

20. Other than to remediate non-compliant situations related to matters of safety or the conditions of a permit, no permits for work at a Facility or Complex shall be issued where the Facility or Complex is not in full compliance with all applicable local, state and federal laws, rules, regulations and orders. A Facility or Complex not in full compliance with this Section shall be required to be brought into full compliance before any permit of any kind will be issued.

Acknowledged and agreed.

21. An Application shall be signed on behalf of the Applicant(s) by a person vested with the authority to bind and commit the Applicant attesting to the truthfulness, completeness and accuracy of the information presented

Acknowledged and agreed.

22. The Applicant must provide documentation to substantiate that it has the right to proceed as proposed on the site or at the Complex in the form of an executed copy of the lease with the landowner or landlord or a signed letter of agency granting authorization. If the applicant owns the site or Complex, a copy of the ownership record is required.

An executed copy of the Option and Lease Agreement between landowners James F. Reynolds, Jr. and Janet B. Reynolds and applicant The Towers, LLC is provided as Exhibit G.

23. Applications shall include written commitment statements to the effect that: 1) the applicant's Facility or Complex shall at all times and without exception be maintained in a safe manner, and in compliance with all conditions of all permits, as well as all applicable and permissible local codes, ordinances, and regulations and all applicable County, State and Federal Laws, rules, and regulations, unless specifically granted relief by the Commission in writing; 2) the construction of the Facility or Complex is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State.

Applicant, The Towers, LLC d/b/a Vertical Bridge, hereby commits and states that:
1) the applicant's Facility or Complex shall at all times and without exception be maintained in a safe manner, and in compliance with all conditions of all permits, as well as all applicable and permissible local codes, ordinances, and regulations and all applicable County, State and Federal Laws, rules, and regulations, unless specifically granted relief by the Commission in writing;
2) the construction of the Facility or Complex is legally permissible, including, but not limited to the fact that the Applicant is licensed to do business in the State.

24. Where a certification is called for in this section, such certification shall bear the signature and seal of a Professional Engineer licensed in the State.

Acknowledged and agreed.

25. A support structure and any and all accessory or associated structures shall maximize the use of building materials, colors and textures designed to blend with the structure to which it may be affixed and to harmonize with the natural surroundings. This shall include the utilization of stealth or camouflage or concealment technology as may be required by the County.

The proposed height of 195' is too tall to effectively utilize stealth or camouflage or concealment technology. This site is in a rural area and the proposed height is necessary to achieve service objectives. However, applicant has reduced the height of the tower from 256' with 5' lightning rod to 195' with 4' lightning rod to avoid the need for aviation obstruction lighting. Without lighting, the site will not be visible at night. There is not any significant visual impact during the day either. Applicant has changed the tower type from lattice to monopole. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to

the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower design and a height of 256' with 5' lightning rod (it is now a 195' monopole with 4' lightning rod).

26. All utilities at a Complex or site shall be installed underground and in compliance with all Laws, ordinances, rules and regulations of the County, including specifically, but not limited to applicable electrical codes.

Acknowledged and agreed. The proposed underground telco/electric conduit route is shown with a --T/E -- on Sheet Z-3 of the drawings provided as Exhibit A.

27. At a Facility or Complex needing vehicular access, an access road, parking and turn around space for emergency vehicles shall be provided to assure adequate emergency and service access. Maximum use of existing roads, whether public or private, shall be made to the extent practicable. Road construction shall at all times minimize ground disturbance and the cutting of vegetation. Road grades shall closely follow natural contours to assure minimal visual disturbance and reduce soil erosion. If the current access road or turn around space is deemed in disrepair or in need of remedial work to make it serviceable and safe and in compliance with any applicable regulations as determined at a site visit, the Application shall contain a commitment to remedy or restore the road or turn around space so that it is serviceable and safe and in compliance with applicable regulations.

The access, parking, and turnaround space is shown on Sheets Z-2 and Z-3 of the drawings provided as Exhibit A.

Applicant hereby commits that, if the current access road or turn around space is deemed in disrepair or in need of remedial work to make it serviceable and safe and in compliance with any applicable regulations as determined at a site visit, it will remedy or restore the road or turn around space so that it is serviceable and safe and in compliance with applicable regulations.

28. All work at a Facility or Complex shall be done in strict compliance with all current applicable technical, safety and safety-related codes adopted by the County, State, or United States, including but not limited to the most recent edition of the TIA ANSI Code, National Electric Safety Code, the National Electrical Code and the Occupational and Safety and Health Administration (OSHA) regulations, recommended practices of the National Association of Tower Erectors and accepted and responsible workmanlike industry practices. The codes referred to are the codes that include, but are not limited to, construction, building, electrical, fire, safety, health, and land use codes. In the event of a conflict between or among any of the preceding the more stringent shall apply.

Acknowledged and agreed.

29. A holder of a Conditional Zoning approval or Administratively granted authority granted under this Section shall obtain, at its own expense, all permits and licenses required by applicable law, ordinance, rule, regulation or code, and must maintain the same, in full force and effect, for as long as required by the County or other governmental entity or agency having jurisdiction over the applicant.

Acknowledged and agreed.

30. Unless such is proven to be technologically impracticable, the County requires the colocation of new antenna arrays on existing structures, as opposed to the construction of a new complex or support structure or increasing the height, footprint or profile of a facility or complex beyond the conditions of the approved Conditional

Zoning permit for an existing facility or complex. In instances not qualifying for the Streamlined process the Applicant shall submit a comprehensive report inventorying all existing structures more than fifty feet (50') in height within one-half (1/2) mile of the location of any proposed new Facility or Complex.

There are no opportunities for co-location on existing structures within ½ mile radius. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

31. An Applicant intending to co-locate on or at an existing facility or complex shall be required to document the intent of the existing owner to permit its use by the Applicant.

Not applicable.

32. Co-located equipment shall consist only of the minimum antenna array technologically needed to provide service primarily and essentially within the County, to the extent practicable, unless good cause is shown in the form of clear and convincing evidence.

Not applicable.

33. DAS systems that are owned or operated by a commercial carrier and are part of a commercial wireless system, or are used for commercial purposes, are expressly included in the context of this Section, regardless of the location or whether the Facility or any of its components is located inside or outside a structure or building.

Not applicable.

34. The existence of a lease or an option to lease shall not be deemed justification for not complying with the siting priorities set forth in this Section. An applicant may not bypass sites of higher priority solely because the site proposed is under lease or an option to lease exists. If a site other than the number (1) one priority is proposed, the applicant must explain to the reasonable satisfaction of the County why co-location is technically or commercially impracticable. Build-to-Suit agreements between carriers and a proposed tower owner shall not be a valid basis for any claim of exemption, exception or waiver from compliance with this Section.

Co-location is technically and commercially impracticable because there are no co-location opportunities anywhere in the vicinity. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

35. New towers or other support structures shall be prohibited in Residential Districts, Historic Districts, and areas officially deemed to be visual or scenic sensitive areas, unless the Applicant provides clear and convincing technical evidence demonstrating that:

- a. a new Tower as proposed is Necessary
- b. that the intended area cannot be served from outside the District or sensitive area
- c. that no existing or previously approved Facility or Complex can reasonably be used to serve the intended area within the County
- d. that not to permit a new Tower would result in or would preclude eliminating a significant gap in service.

The proposed tower is in the R-A Residential Agricultural district. All other property in the vicinity is also zoned R-A so the proposed tower cannot be located in a district other than R-A.

There are no existing or approved facilities that can reasonably be used to serve the intended area within the county. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

The new tower is necessary and not permitting it would preclude eliminating a significant gap in service.

Responsible Party(s)

The owner(s) of a Facility or Complex, any support structure used to accommodate wireless Facilities, and of the land upon which a Facility support structure or Complex is located, shall at all times be jointly and severally responsible for: (1) the physical and safe condition of the Facility or Complex, support structure and all components on the site related to the Facility or Complex; (2) assuring that all activities of owners, users, or lessees occurring on the site, and all components on the site related to the Facility or Complex, are at all times in compliance with all applicable laws, ordinances, rules, regulations, orders, and permits related to the Facility or Complex; and (3) assuring the proper permitting as required by this Article and other County regulations by all lessees and users of the Facility or Complex, including but not limited to any upgrades and/or Modifications of equipment. Said owner(s) shall regularly and diligently monitor activities at the site to assure that the Facility or Complex is operated in compliance with this Ordinance, other County regulations, and any Conditional Zoning Permit.

Acknowledged and agreed.

Application Fee

All fees and charges, including but limited to Application fees, Expert Assistance fees, Inspection fees and Permit fees, shall be as set forth in the County's Schedule of Fees.

Acknowledged and agreed.

Existing Facilities and Complexes

1. Any legally permitted Facility, Tower or other support structure or Complex that exists on the effective date of this Section shall be allowed to continue as it presently exists, provided that:
 - a. all work was properly permitted
 - b. the Facility or Complex is in compliance with all applicable local, State and federal laws, rules regulations, orders and permit conditions
 - c. a Certificate of Completion (COC) was issued for the most recent work performed
2. Any work not properly previously permitted prior to the adoption of this Section must be permitted within ninety (90) days of the effective date of this Section.
3. Any Substantial Co-location or Modification of a Facility, Tower or other support structure or Complex, must be permitted under this Section and will require the entire Facility or Complex and any new Co-location or Modification to comply with this Section, including obtaining a valid COC.
4. Any proposed Eligible Facility shall not require a permit granted under this Section, but shall be required to obtain a Building Permit and a Certificate of Completion.

Not applicable. A new tower facility is proposed.

Certificate of Completion

1. No work shall be allowed to be done at or on any Facility or Complex, excepting normal repair and maintenance work as defined in this Section, for which the owner cannot produce the COC for the most recent work, until a final inspection has been conducted and a COC has been issued. If the Facility or Complex does not pass the initial final inspection, the owner shall be required to pay for any subsequent reinspection fees prior to the inspection being conducted. A passing final inspection is required prior to the issuance of a COC.
2. If no COC can be produced for previously done work, the COC may be withheld until the Facility or Complex is compliant and the required information is provided and a final inspection has been performed.

Acknowledged and agreed.

Exclusions

The following shall be exempt from this Section:

1. Any facilities expressly exempt from the County's zoning, land use, siting, building and permitting authority.
2. The area located between the 185 ft and 199 ft. elevation situated on the county owned tower located on Booth Mountain, (1429 Mounce Rd., Walnut Cove, NC 27052) leased by Cellco Partnership D/B/A Verizon Wireless.
3. Any reception or transmission devices expressly exempted under the Telecommunications Act of 1996.
4. A Facility used exclusively for private, non-commercial radio and television reception and private citizen's bands, licensed amateur radio and other similar non-commercial Telecommunications that is less than 90ft above ground.
5. Facilities used exclusively for providing unlicensed spread spectrum technologies where:
 - a. there is no charge for the use of the wireless service
 - b. the Facility or Complex does not require a new Tower or increase the height of the structure being attached to
 - c. the service is not intended to be useable more than one-hundred feet (100') from the Antenna(s).

None of these exemptions are applicable.

Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location

1. All Applicants for Conditional Zoning approval for a new Wireless Facility or Complex, including for a new Tower or other support structure or that constitutes a Substantial Modification, shall comply with the requirements set forth in this Section. In addition to the required information set forth in this Section, **all applications for the construction or installation of new Facility or Complex shall contain the information hereinafter set forth prior to the issuance of a Building Permit [emphasis added].**

Acknowledged and agreed. This is an application for a new tower so the timing of some items listed in subsections A through C below require submission after zoning approval and prior to issuance of a Building Permit as mentioned above. Temporary timing relief is accordingly requested for those items.

A. Ownership and Management

1. The Name, address and phone number of the person preparing the Application;

Agent for Applicant:

Ralph Wyngarden

Faulk & Foster

PO Box 1371

West Monroe, LA 71294-1371

616-490-9804

ralph.wyngarden@faulkandfoster.com

2. The Name, address, and phone number of the property owner and the Applicant, including the legal name of the Applicant. If the owner of the structure is different than the applicant, the name and all Necessary contact information shall be provided;

Property Owners:

James F. Reynolds, Jr. & Janet B. Reynolds

1080 Rocky River Walk Road

King, NC 27021
336-816-8587

Applicant:

The Towers, LLC d/b/a Vertical Bridge

Contact: Victoria Farmer

750 Park of Commerce Dr, Suite 200

Boca Raton, FL 33487

423-802-7847

victoria.farmer@verticalbridge.com

3. The Postal address and tax map parcel number of the property;

Address: TBD Rocky River Walk Road, King, NC 27201

Parcel #: 599404-53-9560

4. A copy of the FCC license applicable for the intended use(s) of the Wireless Telecommunications Facilities, including all FCC licensed frequency bands;

A list of FCC licenses by callsign is provided as Exhibit I.

5. The Applicant shall disclose in writing any agreement in existence that would limit or preclude the ability of the Applicant to share any new Telecommunication Tower that it constructs or has constructed for it;

There is no agreement that would limit or preclude the ability of the Applicant to share the new tower. As a tower company, its business model is to vigorously promote co-location by additional providers.

B. Zoning and Planning

1. The Zoning District or designation in which the property is situated;

R-A Residential Agricultural

2. The size of the property footprint on which the structure to be built or attached is located, stated both in square feet and lot line dimensions, and a survey showing the location of all property lines;

The parent parcel is 16.23 acres. The 100' x 100' lease area is 10,000 square feet. Please see Sheet Z-2 of the drawings provided as Exhibit A for location and property lines.

3. The location, size and height of all existing and proposed structures, enclosures and cabinets on the property on which the structure is located and that are related to the subject of the Application;

There are no existing structures. Please see Sheets Z-2 and Z-3 of the drawings provided as Exhibit A for the site plan detailing what is proposed.

4. A site plan to scale, not a hand drawn sketch, showing the footprint of the Support Structure and the type, location and dimensions of access drives, landscaping and buffers, fencing and any other requirements of site plans;

Please see Sheets Z-2 and Z-3 of the drawings provided as Exhibit A for site plan information and other sheets for particular detail drawings.

5. Elevation drawings showing the profile or the vertical rendition of the Tower or support structure at the Facility or Complex and identifying all existing and proposed attachments, including the height above the existing grade of each attachment and the owner or operator of each, as well as all lighting;

Please see the elevation view on Sheet Z-4 of the drawings provided as Exhibit A.

6. The type and design of the Tower or support structure, the number of antenna arrays proposed to be accommodated and the basis for the calculations of the Tower's or support structure's capacity to accommodate the required number of antenna arrays for which the structure must be designed;

The type and design was previously proposed as a lattice self-support but has now been changed to a monopole tower as shown in the elevation view on Sheet Z-4 of the drawings provided as Exhibit A.

Applicant requests temporary timing relief to provide "the basis for the calculations of the Tower's or support structure's capacity to accommodate the required number of antenna arrays for which the structure must be designed" after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot be ordered until after a Geotech study has been performed and the Geotech report is available.

7. Disclosure in writing of any agreement in existence prior to the submission of the Application that would limit or preclude the ability of the Applicant to share any new Telecommunication Tower that it constructs.

There is no agreement that would limit or preclude the ability of the Applicant to share the new tower. As a tower company, its business model is to vigorously promote co-location by additional providers.

8. A certified statement of:

- a. the total cost of construction for the work associated with the Application
- b. the total cost of all equipment of the Applicant at the Facility. To verify the accuracy of the information, the County reserves the right to require copies of applicable invoices or other clear and convincing corroborating evidence.

Applicant requests temporary timing relief to provide this certified statement after Conditional Rezoning approval but before Building Permit issuance. Preliminarily, construction cost is estimated to be \$285,000.00. However, the costs of construction become clearer after the site has been awarded to a General Contractor which does not happen until after zoning is approved.

C. Safety

1. The age of the Tower or support structure and Complex stated in years, including the date of the grant of the original permit; A description of the type of Tower, e.g. guyed, self-supporting lattice or monopole, or other type of support structure;

Not applicable. This is a new tower application.

2. A dated and signed copy of the last valid Certificate of Compliance for the last previously permitted work.

Not applicable. This is a new tower application.

3. The make, model, type and manufacturer of the Tower and the structural design analysis and report, including the calculations, certified by a Professional Engineer licensed in the State and proving the Tower or support Structure's capability to safely accommodate the Facilities of the Applicant without change or Modification .

Not applicable. This is a new tower application.

4. If a Substantial Co-location, change or Modification of a Facility or Complex is needed, a detailed narrative explaining what changes are needed and why they are needed;

Not applicable. This is a new tower application.

5. A complete, unredacted copy of the foundation design and report for the Tower or other structure, including a geotechnical sub-surface soils investigation report and foundation design;

Applicant requests temporary timing relief to provide "a complete, unredacted copy of the foundation design and report for the Tower or other structure, including a geotechnical sub-surface soils investigation report and foundation design" after zoning approval but before issuance of a building permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot be ordered until after a Geotech study has been performed and the Geotech report is available. The Geotech study is generally completed after zoning approval is received.

6. If Substantially Modifying or Co-locating on an existing Tower or other support structure, a complete, unredacted and certified TIA ANSI 222 Report regarding the physical condition of the Complex and its components done within the previous six (6) months. If such report has not been done within the previous six (6) months, one shall be done and submitted as part of the Application. No Building Permit shall be issued for any Wireless Facility or related equipment where the structure being attached to is in need of remediation to comply with the requirements of this subsection and other adopted standards of the County, unless and until all remediation work that is deemed needed has been completed or a schedule for the remediation work has been approved by the Stokes County Planning & Community Development Department.

Not applicable. This is a new tower application.

7. In an instance involving a Tower with only a single array of antennas, or for the first antenna array to be attached to a Tower where the array will be ten (10) meters (approx. 33 ft.) or more above ground level and not within 100 feet of areas to which the public has or could reasonably have or gain access to, signed documentation in the form of the FCC's "Checklist to Determine whether a Facility may be Categorically Excluded" shall be provided to verify that the Facility and Complex with the proposed installation will be in full compliance with the FCC's current RF Emissions regulations;

The proposed installation will be in full compliance with the FCC's current RF Emissions regulations. A completed Categorical Exclusion Checklist is provided as Exhibit J.

8. In certain instances the County may deem it appropriate to have an on-site RF survey of the Facility or Complex done after the construction or modification and activation of the Facility or Complex, such to be done under the direction of the County or its designee, and an un-redacted copy of the survey results provided, along with all calculations, prior to issuance of a Certificate of Compliance;

Acknowledged and agreed. This is unlikely to be necessary in the present isolated rural location.

9. If not previously submitted, a signed statement that the Applicant will expeditiously remedy any physical or RF interference with other telecommunications or wireless devices or services.

A Non-Interference Letter responsive to this requirement is provided as Exhibit S.

2. A written copy of an analysis completed by a qualified individual or organization to determine if the proposed Wireless Telecommunications Facility or Complex is in compliance with Federal Aviation Administration Regulation Part 77, and if it requires lighting. Unless already lighted, this requirement shall also be for any Facility or Complex where the application proposes to increase the height of the Tower or support structure. If this analysis determines that an FAA determination is required, then all filings with the FAA, all responses from the FAA and any related correspondence shall be provided with the application.

An FAA Determination of No Hazard completed at the previously proposed tip height of 261' (256' tower with 5' lightning rod) is provided as Exhibit K. This is being revised to reflect the new proposed tip height of 199' (195' tower with 4' lightning rod).

3. All Applications for a proposed Facility or Complex applicable to this Section shall contain clear and convincing evidence that the Facility or Complex is sited and designed so as to create the least visual intrusiveness reasonably possible given the facts and circumstances involved, and thereby will have the least adverse visual effect on the environment and its character, on existing vegetation, and on the nature and character of the community in the area of the Facility or Complex. To

achieve this goal the County expressly reserves the right to require the use of Stealth or Camouflage siting techniques such as, but not limited to, DAS (Distributive Antenna System technology) or its functional equivalent and such shall be subject to approval by the County Commissioners.

Stealth or camouflage techniques are not feasible or appropriate to the tower height and rural location. Site placement and height avoid visual impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently changed the design to a monopole and reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower.

4. If proposing a new Tower or support structure, or a Substantial Co-location or Modification of an existing structure, the Applicant shall be required to submit clear and convincing evidence that there is no alternative solution within one-half (1/2) mile of the proposed site that would be less visually intrusive and that not to permit the proposed new Tower or support structure, or a Substantial Co-location or Modification would result in the prohibition of service or the perpetuation of a significant gap in service primarily within the County.

No alternatives within 1/2 mile of the proposed site. There are no existing structures in the vicinity. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

The selected location is not visually intrusive. Site placement and height avoid visual impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently changed the design to a monopole and reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower.

5. In order to better inform the public, in the case of a new Tower, the applicant shall hold a "balloon test" prior to the initial public hearing on the application. The Applicant shall arrange to fly, or raise upon a temporary mast, a minimum of a ten (10) foot in length brightly colored balloon at the maximum height of the proposed new Tower.

The balloon test was conducted on July 13, 2024 from 10:00 am to 2:00 pm. A Balloon Test Report is provided as Exhibit L. Please note that the balloon test was conducted based on a 256' tall tower with 5' lighting rod. Applicant has since reduced the tower height to 195' with 4' lightning rod so the actual height will be significantly lower than the balloon in the photos.

The Public Information Meeting required by Section 132.2 was also held onsite during the balloon test on July 13, 2024 from 1:00 pm to 2:00 pm. Notice provided included information regarding both the balloon test and the Public Information Meeting. Please see the Public Information Meeting Report provided as Exhibit O.

6. At least fourteen (14) days prior to the balloon test, a sign shall be erected so as to be clearly visible from the road nearest the proposed site and shall be removed no later than fourteen (14) days after the conduct of the balloon test. The sign shall be at least four feet (4') by eight feet (8') in size and shall be readable from the road by a person with 20/20 vision.

The sign was erected as required. Please see Exhibit N.

- a. Such sign shall be placed off, but as near to, the public right-of-way as is possible.

The sign was erected as required. Please see Exhibit N.

- b. Such sign shall contain the times and date(s) of the balloon test and contact information.

The sign content was as required. Please see Exhibit N.

- c. The dates, (including a second date, in case of poor visibility or wind in excess of 15 mph on the initial date) times and location of this balloon test shall be advertised by the Applicant seven (7) and fourteen (14) days in advance of the first test date in a newspaper with a general circulation in the County and as agreed to by the County. The Applicant shall inform the County in writing, of the dates and times of the test, at least fourteen (14) days in advance. The balloon shall be flown for at least four (4) consecutive hours between 10:00 am and 2:00 p.m. on the dates chosen. The primary date shall be on a week-end, but the second date, in case of poor visibility on the initial date, may be on a week day. A report with pictures from various locations of the balloon shall be provided with the application.

The balloon test was conducted on July 13, 2024 from 10:00 am to 2:00 pm. A Balloon Test Report is provided as Exhibit L. Please note that the balloon test was conducted based on a 256' tall tower with 5' lighting rod. Applicant has since reduced the tower height to 195' with 4' lightning rod so the actual height will be significantly lower than the balloon in the photos.

The Public Information Meeting required by Section 132.2 was also held onsite during the balloon test on July 13, 2024 from 1:00 pm to 2:00 pm. Notice provided included information regarding both the balloon test and the Public Information Meeting. Please see the Public Information Meeting Report provided as Exhibit O.

- d. The Applicant shall notify all property owners and residents located within one thousand five hundred feet (1,500) of the nearest property line of the subject property of the proposed construction of the Tower and Facility or Complex and of the date(s) and time(s) of the balloon test. Such notice shall be provided at least fourteen (14) days prior to the conduct of the balloon test and shall be delivered by first-class mail.

This notification was completed as required. A copy of the notice letter is included in the Balloon Test Report provided as Exhibit L.

- e. The Wireless Telecommunications Facility or Complex shall be structurally designed to accommodate at least four (4) Antenna Arrays, with each array to be flush mounted or as close to flush-mounted as is reasonable possible.

Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

7. The Applicant shall provide certified documentation in the form of a structural analysis and report, including all calculations, showing that the Facility or Complex will be constructed to meet all local, state and federal structural requirements for loads, including wind and ice loads and including, but not limited to all applicable ANSI (American National Standards Institute) TIA 222 guidelines. In the event of a conflict the more stringent shall apply.

Applicant requests temporary timing relief to provide this information after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot be ordered until after a Geotech study has been performed and the Geotech report is available.

8. All Applications for a proposed Facility or Complex submitted under this section shall contain clear and convincing evidence that the Facility or Complex is sited and designed so as to create the least visual intrusiveness reasonably possible given the facts and circumstances involved, and thereby will have the least adverse visual effect on the environment and its character, on existing vegetation, and on the community in the area of the Facility or Complex. The County expressly reserves the right to require the use of Stealth or Camouflage siting techniques such as, but not limited to, DAS (Distributive Antenna System technology) or its functional equivalent to achieve this goal and such shall be subject to approval by the Commission.

Stealth or camouflage techniques are not feasible or appropriate to the tower height and rural location. Site placement and height avoid visual impact on the community. There is an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B. Leaf-Off and Leaf-On viewshed maps are provided as Exhibit C and Exhibit D. A study analyzing the potential impact of the proposed tower on the neighborhood is provided as Exhibit E. This Impact Study concludes:

"Therefore, it is our opinion that the proposed development in accordance with the proposed conditions will not be deleterious to the neighborhood or "affected area". We recognize that the aesthetics of the area contribute to the overall appeal, the proposed development has siting and existing buffers to minimize to the extent possible the visual impact of the proposed tower. It is my opinion that the proposed development will not substantially detract from the aesthetics or character of the neighborhood because of its location and existing above ground infrastructure."

The Impact Study conclusion was actually based on a self-supporting lattice tower with a height of 256'. Applicant has subsequently changed the design to a

monopole and reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod and consequently will not be required to place obstruction lighting on the tower.

9. The Applicant shall furnish a Visual Impact Assessment, which shall include:
- a computer generated "Zone of Visibility Map" at a minimum of one mile radius from the proposed structure shall be provided to illustrate locations from which the proposed installation may be seen, with and without foliage;

A Leaf-Off map is provided as Exhibit C. A Leaf-On map is provided as Exhibit D.

- Pictorial representations (photo simulations) of "before and after" views from key viewpoints inside of the County as may be appropriate and required, including but not limited to state highways and other major roads, state and local parks, other public lands, historic districts, preserves and historic sites normally open to the public, and from any other location where the site is visible to a large number of visitors, travelers or residents. Guidance will be provided concerning the appropriate key viewpoints at the pre-application meeting. In addition to photographic simulations to scale showing the visual impact, the applicant shall provide a map showing the locations of where the pictures were taken and the distance(s) of each location from the proposed structure;

Photo simulations are provided as Exhibit B.

10. The Applicant shall provide a description in writing and a visual rendering demonstrating how it shall effectively screen from view the bottom fifteen feet (15') of the Facility or Complex and all related equipment and structures associated with the Facility or Complex.

The bottom 15' of the facility will be screened from view by an existing wooded area on 3 sides of this site and the remaining side is screened with landscaping. Please see Sheet Z-2 of the drawings provided as Exhibit A. Landscaping details are on Sheet Z-4. Photo simulation views from nearby vantage points are also provided as Exhibit B.

11. A Building Permit shall not be issued for construction of a new Tower or other support structure until there is an Application for or by a specific carrier that documents that the Facility or Complex is Necessary for that carrier to serve the community and that co-location on an existing Structure is not feasible.

Acknowledged and agreed. The specific carrier in this case is Verizon Wireless. Please see the before and after Verizon RF coverage maps provided as Exhibit V.

12. Co-location on an existing structure is not reasonably feasible if co-location is technically or commercially impractical or the owner of the Structure is unwilling to enter into a contract for such use at fair market value. Sufficient documentation in the form of clear and convincing evidence to support such claims shall be submitted with an Application for the first carrier in order to determine whether co-location on existing structures is reasonably feasible and to document the need for a specific stated height, and that less height will serve to prohibit or have the effect of prohibiting the provision of service.

There are no existing structures in the vicinity. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H. Before and after Verizon RF coverage maps showing how the existing gap in service is filled are provided as Exhibit V. The coverage plots include:

- **Without site on air**
- **With site on air at 250' AGL rad center (original proposed height)**
- **With site on air at 190' AGL rad center (current proposed height)**
- **With site on air at 180' AGL rad center (10' lower than current proposed height)**

Application Requirements for Eligible Facility Co-locations or Modifications
Not applicable. This application is for a new tower.

Location of Wireless Telecommunications Facilities

Applicants shall locate, site and erect all Facilities and associated equipment in accordance with the following priorities, in the following order:

- a. On existing structures without increasing the height of the tower or structure.
 - b. On County-owned properties or facilities.
 - c. On existing structures without increasing the height of the structure by more than is technically needed.
 - d. On properties in areas zoned for commercial or industrial use.
 - e. On properties in areas zoned for agricultural use.
 - f. On properties in areas zoned for residential use without increasing the height of the support structure and only if camouflaged or stealth technology is utilized to the satisfaction of the Board of Commissioners.
 - g. On properties in designated Historic Districts.
1. If the proposed site is not proposed for the highest priority listed above, then a detailed narrative and technical explanation must be provided as regards why a site from all higher priority designations was not selected. The person seeking such an exception must satisfactorily demonstrate the reason or reasons why a Conditional Zoning approval or Administrative Authorization should be granted for the proposed site.

This is an area zoned for agricultural use (priority "e"). There are no higher priority locations available.

There are no existing towers or structures of at least 195' in height (priority "a").

There are no county-owned properties or facilities in the vicinity (priority "b").

There are no existing towers or structures that can be increased to 195' in height (priority "c").

The entire area is zoned A-R and there are no properties zoned for commercial or industrial use in the vicinity (priority "d").

2. Notwithstanding anything else to the contrary, the County may approve any site located within an area in the above list of priorities, provided that the County finds that the proposed site is in the best interest of the health, safety and welfare of the County and its inhabitants and will not have a deleterious effect on the nature and character of the community and neighborhood. Conversely, the County may direct that the proposed location be changed to another location that is more in keeping with the goals of this section and the public interest as determined by the County and that serves the intent of the applicant.

Acknowledged and agreed. This proposed site is in the best interest of the health, safety and welfare of the County and its inhabitants. Improved wireless service in this area will benefit citizens, visitors, and businesses. It will support those who learn or work at home. It will provide emergency information such as amber alerts, weather alerts, radar information and other information and instructions during emergencies. It will support 911 calls (most of which are made from wireless devices) in the event of accident, health crisis, fire, natural disaster, or other emergency.

The Impact Study provided as Exhibit E demonstrates the site will not have a deleterious effect on the nature and character of the community and neighborhood.

3. Notwithstanding that a potential site may be situated in an area of highest priority or highest available priority, the County may disapprove an Application for any of the

following reasons: a) Conflict with safety and safety-related codes and requirements, including but not limited to setback and Fall Zone requirements; b) Non-Compliance with zoning or land use regulations; c) The placement and location of Facilities which would create an unacceptable safety risk to residents or the general public, employees and agents of the County or employees of the service provider or other service providers, physical or financial damage to or trespass on private property, or the reasonable possibility of such; d) The placement and location of a Facility or Complex would result in a conflict with, compromise in or change in the nature or character of the adjacent surrounding area, and expressly including but not limited to loss in value as measured from the end of calendar year prior to the Application having been filed; e) Conflicts with the provisions of this Section; f) Failure to submit a complete application as required under this section, after proper notice and opportunity to make the application complete.

None of these reasons for disapproval are present in this case.

4. No tower shall be located within an adopted view shed protection zone as indicated on the adopted maps. This shall include:

- a. A one (1) mile exclusionary area around Hanging Rock State Park.
- b. The area around Brown Mountain measured 500 feet down from the ridge top.

The location of any tower proposed within the two (2) and three (3) mile view shed protection zone shall be reviewed by the Hanging Rock Advisory Board for a recommendation to the Planning Board and Board of Commissioners.

The site location is not in a view shed protection zone. Please see Exhibit P.

5. No new tower shall be permitted to be constructed within two (2) miles of an existing tower or structure that has room for at least one (1) occupant, unless it can be proven that the existing tower or structure will not enable the gap in service to be filled, either in whole or in part, and that a new tower is needed.

Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H.

6. Notwithstanding anything to the contrary in this section, for good cause shown such as the ability to utilize a shorter, smaller or less intrusive Facility or Complex elsewhere and still accomplish the primary service objective, the County may require the relocation of a proposed site, including allowing for the fact that relocating the site chosen by the applicant may require the use of more than one (1) site to provide substantially the same service if the relocation could result in a less intrusive Facility or Complex, singly or in combination with other locations.

No response necessary.

Type and Height of Towers

1. All new Towers shall be of the monopole type. No new Towers of a lattice or guyed type shall be permitted, unless relief is otherwise expressly granted.

The proposed tower is of the monopole type as required. Please see the elevation view on Sheet Z-4 of the drawings provided as Exhibit A.

2. Based on the 1996 Telecommunications Act and subsequent case law related to the right to deny an application for cause, the Applicant for a new Tower shall submit clear and convincing technical evidence by a carrier or wireless service provider justifying the total height of the proposed Tower or other support structure requested and the basis therefore, including all attachments. If the Applicant chooses to provide evidence in the form of propagation studies, such must include all modeling information and support data used to produce the studies at the requested height and a minimum of ten feet (10') lower to enable verification of the Need for the requested height.

This is a rural tower location with no existing towers nearby and the height is necessary to address the current service gap. Applicant has provided an FCC Antenna Structure Registration search showing no antenna structures within a 2-mile radius as Exhibit H. This 2-mile radius demonstrates compliance with the separation distance in "Location of Wireless Facilities, paragraph 5" above. Please also see the before and after Verizon RF coverage maps showing how the existing gap in service is filled (Exhibit V). The coverage plots include:

- ***Without site on air***
 - ***With site on air at 250' AGL rad center (original proposed height)***
 - ***With site on air at 190' AGL rad center (current proposed height)***
 - ***With site on air at 180' AGL rad center (10' lower than current proposed height)***
3. Based on the 1996 Telecommunications Act and subsequent case law related to the right to deny an application for cause, the County reserves the right to require a drive test to be conducted under the supervision of the County or its delegate as evidence of the technical Need for what is requested.

Acknowledged and agreed.

4. As the County has made the policy decision that more Facilities of a shorter height is in the public interest, as opposed to fewer taller Facilities, spacing or the distance between Facilities shall be such that the service can be provided without exceeding the maximum permitted height.

Acknowledged and agreed. The proposed tower does not exceed the maximum permitted height.

5. The maximum permitted total height of a tower or other proposed support structure shall be one hundred ninety nine feet (199') above pre-construction ground level, unless it can be shown by clear and convincing technical evidence that such height would prohibit or have the effect of prohibiting the provision of service in the intended service area within the County.

Acknowledged and agreed. The proposed tower does not exceed the maximum permitted height.

6. At no time shall a Tower or other support structure be of a height that requires lighting by the FAA.

Acknowledged and agreed. The proposed tower is not of a height that requires lighting by the FAA.

7. Towers shall be structurally designed to support a minimum of four (4) carriers using functionally equivalent equipment to that used by the first carrier attaching to a Tower or other support structure and that can be increased in height if needed.

Acknowledged and agreed.

Visibility and Aesthetics

1. No Tower or support structure that is not a building and is constructed after the effective date of this Section shall be tall enough to require lighting by the FAA.

Acknowledged and agreed. Applicant reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod to avoid a lighting requirement from the FAA.

2. Stealth: All new Facilities, including but not limited to Towers, shall utilize Stealth or Camouflage siting techniques, unless such can be shown to be either commercially or technologically impracticable.

Stealth is impractical for a tower 195' in height. That is too tall to blend with or mimic other natural features. Because this is a rural area there are no existing architectural structures to blend with or mimic. Applicant has, however, changed the proposed tower type from lattice to monopole.

3. Finish/Color: Towers shall be galvanized and/or painted with a rust-preventive paint of an appropriate color to harmonize with the surroundings and shall be maintained in accordance with the requirements of this Section.

The proposed tower will have a galvanized finish.

4. Lighting: Notwithstanding the prohibition of lighting, in the event lighting is subsequently required by the FAA, the Applicant shall provide a detailed plan for sufficient lighting of as unobtrusive and inoffensive an effect as is permissible under State and Federal regulations. For any Facility or Complex for which lighting is required under the FAA's regulations, or that for any reason has lights attached, all such lighting shall be affixed with technology that enables the light to be seen as intended from the air, but that prevents the ground scatter effect so that it is not able to be seen from the ground to a height of at least 20 degrees vertical for a distance of at least 1 mile in a level terrain situation. Such device shall be compliant with or not expressly in conflict with FAA regulations. A physical shield may be used, as long as the light is able to be seen from the air, as intended by the FAA.

Acknowledged and agreed. Applicant reduced the tower height from 256' with 5' lightning rod to 195' with 4' lightning rod so no lighting will be required by the FAA.

5. Retrofitting: In the event a Tower or other support structure that is lighted as of the effective date of this Section is modified, at the time of the Modification, the County may require that the Tower be retrofitted so as to comply with the lighting requirements of this Section or be reduced to a height that does not require lighting.

Acknowledged and agreed.

6. Flush Mounting: Except for Omni-directional whip antennas, all new or replacement antennas, shall be flush-mounted or as close to flush-mounted on the support structure as possible, unless it can be demonstrated by clear and convincing technical evidence that such has the effect of prohibiting the provision of service to the intended service area, alone or in combination with another site(s), or unless the Applicant can prove that it is technologically impracticable.

Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

7. Placement on Building: If attached to a building, all antennas shall be mounted on the fascia of the building and camouflaged so as to match the color and, if possible, the texture of the building, or in a manner so as to make the antennas as visually innocuous and undetectable as is possible given the facts and circumstances involved.

Not applicable. This is a new tower. No building attachment is involved.

Security

All Facilities shall be located, fenced or otherwise secured in a manner that prevents unauthorized access. Specifically:

1. All Facilities, including Antennas, Towers and other supporting structures, such as guy anchor points and guy wires, shall be made inaccessible to unauthorized individuals and shall be constructed or shielded in such a manner that they cannot be climbed or collided with; and
2. Transmitters and Telecommunications control points shall be installed so that they are readily accessible only to persons authorized to operate or service them.

The tower and all associated equipment will be secured behind a locked gate in a 75' x 75' compound fenced by 6' high chain link topped by 3 strands of barbed wire as detailed on Sheets A-7 and A-8 of the drawings provided as Exhibit A.

Signage

Facilities shall contain a sign no larger than four (4) square feet and no smaller than two (2) square feet in order to provide adequate warning to persons in the immediate area of the presence of RF radiation. A sign of the same size is also to be installed bearing the name(s) of the owner(s) and operator(s) of the Antenna(s) as well as emergency phone number(s). The sign shall be on the equipment shelter or cabinet of the Applicant and must be visible from the access point of the Facility or Complex and must identify the equipment owner of the shelter or cabinet. On Tower sites, an FCC registration sign, as applicable, is also to be present. The signs shall not be lighted, unless applicable law, rule or regulation requires lighting. No other signage, including advertising, shall be permitted.

Acknowledged and agreed. Proposed signage is detailed on Sheet A-6 of the drawings provided as Exhibit A.

Setback and Fall Zone

1. All proposed Towers and any other proposed Wireless support structures shall be set back from abutting parcels, recorded rights-of-way and road and street lines by the greater of the following distances: i) a distance equal to the height of the proposed Tower or support structure plus ten percent (10%) of the height of the Tower or other structure, otherwise known as the Fall Zone; or ii) the existing setback requirement of the underlying zoning district, whichever is greater. Any accessory structure shall be located within the fenced compound area as approved in the Conditional Zoning hearing and so as to comply with the applicable minimum setback requirements for the property on which it is situated. The Fall Zone shall be measured from the centerline of the Tower to the nearest portion of the right-of-way of any public road or thoroughfare and any occupied building or domicile, as well as any property boundary lines. Any access road leading to a Wireless Telecommunications facility shall be a recorded easement described by a metes and bounds description and shall comply with the applicable zoning setbacks for the district in which the tower is located.

At a total height of 199' (195' monopole + 4' lightning rod), this tower is required to be at least 218.9' from the nearest property line. There are no rights-of-way, buildings, or property lines within this 218.9' Fall Zone. The tower is actually set back 287' from the closest property line as shown on Sheet Z-2 of the drawings provided as Exhibit A.

2. There shall be no development of habitable buildings within the Setback area or Fall Zone.

Acknowledged and agreed.

3. Minimum acreage requirements and the subdivision of a separate lot shall not be required for the telecommunication facility as long as all required dimensional setbacks and Fall Zone requirements are being met.

Acknowledged and agreed.

Retention of Expert Assistance Cost to be Borne by Applicant

1. To prevent the taxpayers from having to bear the cost related to the issue of permitting and regulating Wireless Telecommunications Facilities, an Applicant shall pay to the County a fee as set forth in the County's Fee Schedule. The fee is intended to cover all reasonable costs of the consultant in connection with the review of any Application or the permitting, inspection, construction or Modification requested under this Ordinance, Application pre-approval evaluation requested by the Applicant and, when applicable, any lease negotiations. The payment of the Expert Assistance or Consultant fee to the County shall precede any work being done that is related to the intended Application, including a pre-application meeting or site visit.

Acknowledged and agreed. This fee has been paid.

2. The County may hire any consultant of its choice to assist the County in reviewing and evaluating applications.

Acknowledged and agreed.

3. The total amount of the funds needed for expert assistance as set forth in the County's Fee schedule may vary with the scope and complexity of the Application, the completeness of the Application and other information as may be needed to complete the necessary review, analysis and inspection of any construction or Modification or the amount of time spent responding to an Applicant's arguments as regards its Application or the requirements of this Section.

Acknowledged and agreed.

4. The County will maintain accounting for the expenditure of all such funds.

Acknowledged and agreed.

5. Pursuant to N.C. 153A-349.52(f), if an Application is Amended at any time prior to the grant of the permit or authorization required under this Ordinance, the County reserves the right to require additional payment for review and analysis equal to, but not exceeding, the cost created for the County by the Amendment of the Application. Such amount shall be paid to the County prior to the issuance of the Conditional Zoning Approval/Permit or Administrative Authorization.

Acknowledged and agreed.

Procedural Requirements for Granting a Conditional Zoning Permit

1. The following procedures shall apply where Conditional Zoning approval is requested.

Acknowledged and agreed.

2. All Conditional Zoning applications shall follow the requirements as set forth in Article V, Section 52 and Article XIII, Section 132 Procedure for Obtaining Conditional Zoning

Acknowledged and agreed.

3. The County shall schedule any required public hearing(s) once it finds the Application is complete and there are no issues of non-compliance with applicable law, rule or regulation. The County is not required to set a date if the Application is not complete or if there are unresolved issues of non-compliance. The County may, at any stage prior to a Conditional Zoning hearing or on administrative authority, require such additional information as it deems necessary and is not prohibited from requiring by applicable law as relates to the issue of the siting, construction or Modification of or at a Wireless Telecommunications Facility or Complex.

Acknowledged and agreed.

4. Upon County Commissioner review and approval, a Conditional Zoning permit shall be issued for a new or Substantially Modified Wireless Support Structure or Substantial Co-location. Notwithstanding the preceding, the Building Permit for a new Tower or other proposed support structure shall not be issued until an applicant has provided clear and convincing substantiating documentation required by this Ordinance of the placement of the first antenna array prior to construction of a new Wireless Telecommunications Facility.

Acknowledged and agreed.

Action on an Application

1. The County will undertake a review of an Application pursuant to this Article in a timely fashion, consistent with its responsibilities and applicable law, and shall act within the time required by applicable law.

Acknowledged and agreed.

2. The County may refer any Application or part thereof to any advisory committee or consultant for a non-binding recommendation.

Acknowledged and agreed.

3. Either after the public hearing, if a hearing is required, or after Administrative review as applicable, and after formally considering the Application, the County may i) approve; ii) approve with conditions; or iii) deny a Permit or Administrative Authorization. The decision shall be in writing and shall be supported by substantial evidence contained in a written record. Throughout the Application and permitting process, the burden of proof for compliance with this ordinance or the need for something not allowed, shall always be upon the Applicant.

Acknowledged and agreed.

4. An Applicant shall not be permitted to refuse to provide information needed to establish the substantial written record required under federal law and applicable case law. Refusal shall result in denial of the Application.

Acknowledged and agreed.

5. Approval Notification: If the County approves the Conditional Zoning application or the application it is administratively approved for the Facility or Complex, then the Applicant shall be notified of approval of it's including any conditions, within 30 calendar days of the County's action.

Acknowledged and agreed.

6. Denial Notification: The Applicant shall be notified of a denial of its application at the County Commissioners meeting, and in writing within 30 calendar days of the Commissioner's action, which notice shall set forth in writing the reason or reasons for the denial.

Acknowledged and agreed.

Extent and Parameters of Conditional Zoning approval or Administrative Authorization for Wireless Telecommunications Facilities

The extent and parameters of a Conditional Zoning approval or Administrative Authorization for a Facility or Complex shall be as follows:

1. Such Conditional Zoning approval or Administrative Authorization shall not be assigned, transferred or conveyed without the express prior written notification to the County, such notice to be not fewer than thirty (30) business days prior to the intended assignment, transfer or conveyance.

Acknowledged and agreed.

2. A transfer, assignment or other conveyance of the Conditional Zoning approval or Administrative Authorization shall require the written commitment of the proposed new holder of the Conditional Zoning approval or Administrative Authorization to abide by all applicable laws, rules and regulations, including but not limited to this Ordinance.

Acknowledged and agreed.

3. Following notice and an opportunity to cure, a Conditional Zoning approval granted under this Ordinance may be revoked, canceled, or terminated for a violation of the conditions and provisions of the Conditional Zoning approval or other applicable law, rule, regulation or order, and if warranted the payment of a fine(s) as is permissible.

Acknowledged and agreed.

4. Following the original notice and an opportunity to cure, subsequent or repeated violations of a substantially similar nature shall not require an opportunity to cure prior to the imposition of fines.

Acknowledged and agreed.

Removal and Performance Security

Removal and Performance: The Applicant and the owner of record of any proposed new Tower or other support structure or Complex shall, at its sole cost and expense, be required to execute and file with the County a bond or other form of security that is acceptable to the County as to the type of security and the form and manner of execution, in an amount of at

least \$75,000.00 for a Tower or other support structure and with such sureties as are deemed adequate by the County to assure the faithful performance of the requirements of this Section and conditions of any Conditional Zoning Permit issued pursuant to this Section. The full amount of the bond or security shall remain in full force and effect throughout the term of the Conditional Zoning Permit and/or until any necessary site restoration is completed to restore the site to a condition comparable to that, which existed prior to the issuance of the original Conditional Zoning Permit.

The original bond has been sent directly to Stokes County. A copy is provided as Exhibit Q.

Reservation of Authority to Inspect Wireless Telecommunications Facilities

1. In order to verify that the holder of a Conditional Zoning Permit for a Facility or Complex and any and all lessees, renters, and/or licensees of Wireless Telecommunications Facilities, place and construct such facility in accordance with all applicable technical, safety, fire, building codes, zoning codes, laws, ordinances and regulations and conditions of any permit granted under this Ordinance, the County or its designee shall have the right to inspect all facets of said permit holder's, renter's, lessee's or licensee's placement, construction, Modification and maintenance of such facilities, including, but not limited to, Towers, Antennas and buildings or other structures constructed or located on the permitted site.

Acknowledged and agreed.

2. Refusal to allow or grant access to the County's representative upon reasonable notice shall be deemed a violation of this ordinance.

Acknowledged and agreed.

Liability Insurance

1. A holder of a Conditional Zoning Permit for a Wireless Telecommunications Support Structure shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, and umbrella insurance coverage, for the duration of the Conditional Zoning Permit in amounts as set forth below: a. Commercial General Liability covering personal injuries, death and property damage: \$1,000,000 per occurrence/\$3,000,000 aggregate; and b. Automobile Coverage: \$1,000,000.00 per occurrence/ \$3,000,000 aggregate; and c. A \$3,000,000 Umbrella coverage; and d. Workers Compensation and Disability: Statutory amounts.
2. For a Facility or Complex located on County property, the Commercial General Liability insurance policy shall specifically name the County and its officers, Boards, employees, committee members, attorneys, agents and consultants as additional insured's.
3. The insurance policies shall be issued by an agent or representative of an insurance company licensed to do business in the State and with an AM Best's rating of at least A.
4. The insurance policies shall contain an endorsement obligating the insurance company to furnish the County with at least thirty (30) days prior written notice in advance of the cancellation of the insurance.
5. Renewal or replacement policies or certificates shall be delivered to the County at least fifteen (15) days before the expiration of the insurance that such policies are to renew or replace.
6. Before construction of a permitted Wireless Telecommunications Facility or Complex is initiated, but in no case later than fifteen (15) days prior to the grant of the Building Permit, the holder of the Conditional Zoning approval shall deliver to the County a copy of each of the policies or certificates representing the insurance in the required amounts.

7. A Certificate of Insurance that states that it is for informational purposes only and does not confer rights upon the County shall not be deemed to comply with this Section.

A Certificate of Insurance meeting these requirements is provided as Exhibit R.

Indemnification

1. Any application for Wireless Telecommunication Facilities that is proposed to be located on County property shall contain a provision with respect to indemnification of the County. Such provision shall require the applicant, to the extent permitted by applicable law, to at all times defend, indemnify, protect, save, hold harmless and exempt the County and its officers, Boards, employees, committee members, attorneys, agents, and consultants from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising there from, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, Modification, location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facility or Complex, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the negligent or intentional acts or omissions of the County, or its servants or agents. With respect to the penalties, damages or charges referenced herein, reasonable attorneys' fees, consultants' fees, and expert witness fees are included in those costs that are recoverable by the County.
2. Notwithstanding the requirements noted in subsection A of this section, an indemnification provision will not be required in those instances where the County itself applies for and secures a Conditional Zoning Permit for a Wireless Telecommunications Facility or Complex.

Not applicable. The proposed site is not on County property.

Penalties

In the event of a violation of this section, the county may impose penalties as set forth in Article XIV, Section 142 – Penalties.

Acknowledged and agreed.

Default and/or Revocation

If a support structure, Facility or Complex is repaired, rebuilt, placed, moved, re-located, modified or maintained in a way that is inconsistent or not in compliance with the provisions of this Ordinance or of the Conditional Zoning permit or Administrative Authorization, then the County shall notify the holder of the Conditional Zoning permit or Administrative Authorization in writing of such violation. A Permit or Administrative Authorization holder found to be in violation may be considered in default and subject to fines as permitted under applicable State law, and if a violation is not corrected to the satisfaction of the County in a reasonable period of time the Conditional Zoning Approval/ Permit or Administrative Authorization shall be subject to revocation.

Acknowledged and agreed.

Removal or Moving of Co-located Facilities and Equipment

1. If attached to an existing tower or other support structure, unless the County Commissioner's deems doing so to be in the public interest, it shall be impermissible for a wireless service provider's or carrier's equipment to be relocated from one structure to another without clear and convincing evidence that not to do so would, for technical reasons, prohibit or serve to prohibit the provision of service in the service area served by the existing wireless facility.

Acknowledged and agreed.

2. If the lease for the existing co-location expires and is not renewed, thereby forcing the facility to be moved, such move shall be allowed upon i) the provision of clear and convincing evidence satisfactory to the County Commissioner's of the need to move or relocate the facility; and ii) clear and convincing evidence satisfactory to the County Commissioner's of the lack of impact on the neighborhood or area of intended new location. Cancellation or abandonment of a lease by a lessee shall not be deemed a permissible reason for relocating.

Acknowledged and agreed.

3. The owner of any Facility or Complex shall be required to provide a minimum of thirty (30) days written notice to the Planning Director prior to abandoning any Facility or Complex.

Acknowledged and agreed.

4. Under the following circumstances, the County may determine that the health, safety, and welfare interests of the County warrant and require the removal of Facilities.
 - a. A Facility or Complex that has been abandoned (i.e. not used as Wireless Telecommunications Facilities) for a period exceeding ninety (90) consecutive days or a cumulative total of one hundred-eighty (180) non-consecutive days in any three hundred-sixty five (365) day period, except for periods caused by force majeure or Acts of God, in which case, repair or removal shall be completed within 90 days of abandonment;
 - b. A Support Structure or Facility or Complex falls into a state of disrepair such that it creates a health or safety hazard or is deemed an attractive nuisance or a visual blight;
 - c. A Support Structure or Facility or Complex has been located, constructed, or modified without first obtaining, or in a manner not authorized by, the required Conditional Zoning Permit, or Administrative Authorization, and the Conditional Zoning Permit or Administrative Authorization may be revoked.
 - d. If the County makes such a determination as noted in subsections (2) or (3) of this section, then the County shall notify the holder of the Permit or Administrative Authorization for the Facility or Complex in writing that said Facility or Complex is to be removed.
 - e. The holder of the Conditional Zoning permit or Administrative Authorization, or its successors or assigns, shall dismantle and remove such Facility or Complex and all associated structures and equipment from the site and restore the site to as close to its original condition as is possible, such restoration being limited only by physical or commercial impracticability. Restoration shall be completed within ninety (90) days of receipt of written notice from the County. However, if the owner of the property upon which the Facility or Complex is located wishes to retain any access roadway to the Facility or Complex, the owner may do so with the approval of the County.
 - f. If a Facility or Complex has not been removed, or substantial progress has not been made to remove the Facility or Complex, within ninety (90) days after the permit holder has received notice, then the County may order officials or representatives of the County to remove the Facility or Complex at the sole expense of the owner or Conditional Zoning Permit holder.
 - g. If the County removes, or causes Facilities to be removed, and the owner of the Facility or Complex does not claim and remove it from the site to a lawful location within ten (10) days, then the County may take steps to declare the Facility or Complex abandoned, and sell them and their components.
 - h. Notwithstanding anything in this Section to the contrary, the County may approve a temporary use permit/agreement for the Facility or Complex for no

more than ninety (90) days duration, during which time a suitable plan for removal, conversion, or re-location of the affected Facility or Complex shall be developed by the holder of the Conditional Zoning permit, subject to the approval of the County, and an agreement to such plan shall be executed by the holder of the Conditional Zoning permit or Administrative Authorization and the County. If such a plan is not developed, approved and executed within the ninety (90) day time period, then the County may take possession of and dispose of the affected Facility or Complex in the manner provided in this Section and utilize the bond in Section (BB).

Acknowledged and agreed.

RF Emissions

1. To assure the protection of the public health and safety, unless expressly prohibited by State or federal law, the County expressly reserves the right to require that an Applicant, a user of a Facility or Complex or the owner of the Facility or Complex verify compliance with the FCC's regulations regarding RF emissions as may be deemed appropriate from time to time, and that all users of the Facility or Complex cooperate with the party responsible for such verification. Failure to cooperate shall be deemed a violation of this Section and subject the non-cooperating party to all fines and other remedies at law or tort and shall further be deemed cause for the County to call upon the services of the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) to make a determination.

Acknowledged and agreed. A Radio Frequency Emissions Compliance Report is provided as Exhibit T.

2. With respect to Support Structures other than Towers, if any section or portion of the structure to be attached to or area within 100' of such, is not in compliance with the FCC's regulations regarding RF radiation, that section or portion must be barricaded with a suitable barrier to discourage approaching into the area in excess of the FCC's regulations, and be marked off with brightly colored plastic chain or striped warning tape as appropriate, as well as placing RF Radiation signs as needed and appropriate to warn individuals of the potential danger.

Not applicable.

Relief

1. Any Applicant desiring relief, waiver or exemption from any aspect or requirement of this Section shall address and identify such at the Pre-Application meeting. The relief or exemption must be contained in the submitted Application for either a Conditional Zoning permit or Administrative Authorization, or in the case of an existing or previously granted Conditional Zoning permit or Administrative Authorization, a request for Modification of the Facility or Complex and/or equipment. Such relief may be temporary or permanent, partial or complete. (Amended 6-1-21)
2. The burden of proving the need for the requested relief, waiver or exemption shall be solely on the Applicant to prove.
3. The Applicant shall bear all costs of the County in considering the request and the relief, waiver or exemption.
4. No relief or exemption shall be approved unless the Applicant demonstrates by clear and convincing evidence that, if granted, the relief, waiver or exemption will have no significant affect on the health, safety and welfare of the County, its residents and other service providers.

Applicant requests temporary timing relief to provide "the basis for the calculations of the Tower's or support structure's capacity to accommodate the required number of antenna arrays for which the structure must be designed" as required by "Application Requirements for a New Tower or Support Structure or

For a Substantial Modification or Co-location, 1.B. Zoning and Planning, paragraph 6" after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot ordered until after a Geotech study has been performed and the Geotech report is available.

Applicant requests temporary timing relief to provide a certified statement of construction cost and of the total cost of applicant's equipment at the site " as required by "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, 1.B. Zoning and Planning, paragraph 8" after zoning approval and prior to issuance of a Building Permit. The costs of construction become clearer after the site has been awarded to a General Contractor which does not happen until after zoning is approved.

Applicant requests temporary timing relief to provide "a complete, unredacted copy of the foundation design and report for the Tower or other structure, including a geotechnical sub-surface soils investigation report and foundation design" as required by "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, 1.C. Safety, paragraph 5" after zoning approval but before issuance of a building permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot ordered until after a Geotech study has been performed and the Geotech report is available. The Geotech study is generally completed after zoning approval is received.

Applicant requests permanent relief from the requirements of flush mounting in "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, paragraph 6.e" Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

Applicant requests temporary timing relief to provide "certified documentation in the form of a structural analysis and report, including all calculations, showing that the Facility or Complex will be constructed to meet all local, state and federal structural requirements for loads, including wind and ice loads and including, but not limited to all applicable ANSI (American National Standards Institute) TIA 222 guidelines." as required by "Application Requirements for a New Tower or Support Structure or For a Substantial Modification or Co-location, paragraph 7" after zoning approval and prior to issuance of a Building Permit. A foundation design and structural analysis cannot be completed without tower and foundation drawings specific to this site. Those cannot ordered until after a Geotech study has been performed and the Geotech report is available.

Applicant requests permanent relief from the flush-mounting requirement in "Visibility and Aesthetics, paragraph 6." Flush-mounting is impractical as detailed in the letter provided as Exhibit U. Lack of flush-mounting will not substantially detract from the aesthetics or character of the neighborhood as demonstrated by the Impact Study provided as Exhibit E.

Adherence to State and/or Federal Rules and Regulations

1. To the extent that the holder of a Conditional Zoning permit or administrative authorization for a Wireless Telecommunications Facility or Complex has not received relief, or is otherwise exempt, from appropriate State and/or Federal agency rules or regulations, then the holder of such a Conditional Zoning permit shall adhere to, and comply with, all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FAA and the FCC. Specifically included in this requirement are any rules and regulations regarding height, lighting, security, electrical and RF emission standards.

Acknowledged and agreed.

2. To the extent that applicable rules, regulations, standards, and provisions of any State or Federal agency, including but not limited to, the FAA and the FCC, and specifically including any rules and regulations regarding height, lighting, and security are changed and/or are modified during the duration of a Conditional Zoning permit or Administrative Authorization for Wireless Telecommunications Facilities, then the holder of such a Conditional Zoning permit or Administrative Authorization shall conform the permitted Facility or Complex to the applicable changed and/or modified rule, regulation, standard, or provision within a maximum of twenty-four (24) months of the effective date of the applicable changed and/or modified rule, regulation, standard, or provision, or sooner as may be required by the issuing entity.

Acknowledged and agreed.**Conflict with Other Laws**

Where this Section differs or conflicts with other Laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State or federal government, this Section shall apply.

Acknowledged and agreed.

The Towers, LLC d/b/a Vertical Bridge respectfully requests approval for this project.

Faulk & Foster, by Ralph Wyngarden, for The Towers, LLC d/b/a Vertical Bridge

Ralph Wyngarden

Date: May 13, 2025

Landlord:

James F. Reynolds, Jr. and
Janet B. Reynolds
1080 Rocky River Walk Road
King, NC 27021

Tenant:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Site #: US-NC-5289
Site Name: E Pinnacle

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (this “**Agreement**”) is made this 4th day of October, 2023 (the “**Effective Date**”) by and between **James F. Reynolds, Jr., and wife, Janet B. Reynolds (“Landlord”)**, whose address is 1080 Rocky River Walk Road, King, NC 27021, and **The Towers, LLC, a Delaware limited liability company (“Tenant”)**, whose address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487.

WHEREAS, Landlord owns certain real property located in the County of Stokes, in the State or Commonwealth of North Carolina, that is more particularly described and/or depicted in **Exhibit 1** attached hereto (the “**Property**”); and,

WHEREAS, Tenant desires to lease from Landlord a certain portion of the Property measuring approximately 100' x 100' (approximately 10,000 square feet) and to obtain easements for guy wires, guy anchors, landscape buffer, utilities and access (collectively, the “**Premises**”), which Premises is more particularly described and/or depicted in **Exhibit 2** attached hereto, for the placement of Communications Facilities (defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree:

1. OPTION TO LEASE.

(a) As of the Effective Date, Landlord grants to Tenant the exclusive option to lease the Premises (the “**Option**”) during the Option Period (defined below). At any time during the Option Period and Term (defined below), Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Tenant (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant’s sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Tenant’s permitted use under this Agreement, all at Tenant’s expense. Tenant shall be authorized to apply for the Government Approvals on behalf of Landlord and Landlord agrees to reasonably cooperate with such applications. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s Tests. Tenant will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and

EXHIBIT G

casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(b) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord [REDACTED] after the full execution of this Agreement. The Option Period will be for an term of two (2) years from the Effective Date (the "**Option Period**")

(c) Tenant may exercise the Option at any time during the Option Period by delivery of written notice to Landlord (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below). If Tenant does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

(d) During the Option Period or the Term, Landlord shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Tenant for its permitted uses hereunder.

2. TERM.

(a) Effective as of the Commencement Date, Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement for an initial term of five (5) years (the "**Initial Term**").

(b) Tenant shall have the option to extend the Initial Term for nine (9) successive terms of five (5) years each (each a "**Renewal Term**"). Each Renewal Term shall commence automatically, unless Tenant delivers notice to Landlord, not less than thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, of Tenant's intent not to renew. For purposes of this Agreement, "**Term**" shall mean the Initial Term and any applicable Renewal Term(s).

3. RENT.

(a) Beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("**Rent Commencement Date**"), Tenant shall pay to Landlord [REDACTED] ("**Rent**") at the address set forth in Section 29 below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date.

(b) Beginning on the first anniversary of the Rent Commencement Date of the first Renewal Term and each five-year anniversary of the Rent Commencement Date of each Renewal Term thereafter throughout the remainder of the Term and Renewal Term(s), if any, the Rent shall be increased by an [REDACTED] previous Term or previous Renewal Term, as the case may be, which sum shall be payable in equal monthly installments in advance as herein set forth.

4. TAXES. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Communications Facilities located on the Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Premises. Tenant shall pay as additional rent any increase in real property taxes levied against the Premises, which are directly attributable to Tenant's use of the Premises (but not, however, taxes attributable to periods prior to the Commencement Date such as roll-back or greenbelt assessments) if Landlord furnishes proof of such increase to Tenant (such increase, the "**Landlord Tax Reimbursement**"). In the event that Landlord fails to pay when due any taxes affecting the Premises or any easement relating to the Premises, Tenant shall

have the right, but not the obligation, to pay such taxes and any applicable interest, penalties or similar charges, and deduct the full amount of the taxes and such charges paid by Tenant on Landlord's behalf from future installments of Rent. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant 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. In addition, Tenant shall not have the obligation to pay or reimburse Landlord for the Landlord Tax Reimbursement if Landlord has not provided proof of such amount and demand therefor within one (1) year of the date such amount is due and payable by Landlord.

5. USE. The Premises are being leased for the purpose of erecting, installing, operating, maintaining, repairing and replacing radio or communications towers, transmitting and receiving equipment, antennas, dishes, satellite dishes, mounting structures, equipment shelters and buildings, solar energy conversion and electrical power generation system, fencing and other supporting structures and related equipment including, without limitation, guy wires and guy anchors, if applicable (collectively, the "**Communications Facilities**"), and to alter, supplement and/or modify same. Tenant may, subject to the foregoing, make any improvements, alterations or modifications to the Premises as are deemed appropriate by Tenant for the permitted use herein. Tenant shall have the right to clear the Premises of any trees, vegetation, or undergrowth which interferes with the use of the Premises for the intended purposes by Tenant and/or its subtenants and licensees, as applicable. Tenant shall have the exclusive right to install and operate the Communications Facilities upon the Premises.

6. ACCESS AND UTILITIES. During the Term, Tenant and its guests, agents, employees, customers, invitees, subtenants, licensees and assigns shall have the unrestricted, exclusive right to use, and shall have free and unfettered access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Landlord for itself, its successors and assigns, hereby grants and conveys unto Tenant, its customers, employees, agents, invitees, subtenants, licensees, successors and assigns a non-exclusive easement throughout the Term to a public right of way (a) for ingress and egress, and (b) for the construction, installation, operation, maintenance, repair and replacement of overhead and underground electric and other utility facilities (including fiber, backhaul, wires, poles, guys, cables, conduits and appurtenant equipment), with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, over, across and through any easement for the benefit of and access to the Premises, subject to the terms and conditions herein set forth. Landlord agrees to coordinate, cooperate and assist Tenant with obtaining the required access and utility easements to the Premises from a public right of way up to and including negotiating and obtaining such access and utility rights from any applicable neighbor parcel. If there are utilities already existing on the Premises which serve the Premises, Tenant may utilize such utilities and services. The rights granted to Tenant herein shall also include the right to partially assign its rights hereunder to any public or private utility company or authority to facilitate the uses contemplated herein, and all other rights and privileges reasonably necessary for Tenant's safe and efficient use and enjoyment of the easements for the purposes described above. Upon Tenant's request, Landlord shall execute and deliver to Tenant requisite recordable documents evidencing the easements contemplated hereunder within fifteen (15) days of Tenant's request, and Landlord shall obtain the consent and joinder of Landlord's mortgagee to any such grant, if applicable.

7. EQUIPMENT, FIXTURES AND REMOVAL. The Communications Facilities shall at all times be the personal property of Tenant and/or its subtenants and licensees, as applicable. Tenant or its customers, subtenants or licensees shall have the right to erect, install, maintain, repair, replace and operate on the Premises such equipment, structures, fixtures, signs, and personal property as Tenant, its customers, subtenants or licensees may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Tenant or its customers, subtenants or licensees. Within

ninety (90) days after the expiration or earlier termination of this Agreement (the “**Removal Period**”), Tenant, customers, subtenants or licensees shall remove its improvements and personal property and restore the Premises to grade and perform all obligations under this Agreement during the Removal Period, including, without limitation, the payment of Rent at the rate in effect upon the expiration or termination of this Agreement.

8. ASSIGNMENT AND SUBLEASE. Tenant may transfer or assign this Agreement to Tenant’s Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Tenant’s assets or ownership interests by reasons of merger, acquisition or other business reorganization without Landlord’s consent (a “**Permitted Assignment**”). As to transfers or assignments which do not constitute a Permitted Assignment, Tenant is required to obtain Landlord’s written consent prior to effecting such transfer or assignment, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, including a Permitted Assignment, Tenant will be relieved and released of all obligations and liabilities hereunder. Tenant shall have the exclusive right to sublease or grant licenses without Landlord’s consent to use all or part of the Premises and/or the Communications Facilities, but no such sublease or license shall relieve or release Tenant from its obligations under this Agreement. Landlord may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 15. Landlord may subdivide the Property without Tenant’s prior written consent provided the resulting parcels from such subdivision are required to afford Tenant the protections set forth in Section 14 hereof.

9. COVENANTS, WARRANTIES AND REPRESENTATIONS.

(a) Landlord warrants and represents that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances except as to those which may have been disclosed to Tenant in writing prior to the execution hereof, and that it alone has full right to lease the Premises for the Term.

(b) Landlord shall pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, taxes, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Agreement, or breaches any other obligation or covenant under this Agreement, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord and offset such payment (including any reasonable attorneys’ fees incurred in connection with Tenant performing such obligation) against payments of Rent.

(c) Landlord shall not do or knowingly permit anything that will interfere with or negate any special use permit or approval pertaining to the Premises or cause Tenant’s use of the Premises to be in nonconformance with applicable local, state, or federal laws. Landlord shall cooperate with Tenant in any effort by Tenant to obtain certificates, permits, licenses and other approvals that may be required by any governmental authorities. Landlord agrees to execute any necessary applications, consents or other documents as may be reasonably necessary for Tenant to apply for and obtain the Government Approvals required to use and maintain the Premises and the Communications Facilities.

(d) To the best of Landlord’s knowledge, Landlord has complied and shall comply with all laws with respect to the Property. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Property by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property. There has been no release of or contamination by hazardous materials on the Property by Landlord, or to the knowledge of Landlord, any prior owner or user of the Property.

(e) Tenant shall have access to all utilities required for the operation of Tenant's improvements on the Premises that are existing on the Property.

(f) Landlord warrants and represents that there currently exist no licenses, sublicenses, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the Property; there are no outstanding options or rights of first refusal to purchase the Property or any portion thereof or interest therein, or any equity or interest in Landlord if Landlord is an entity; and there are no parties (other than Landlord) in possession of the Property except as to those that may have been disclosed to Tenant in writing prior to the execution hereof.

10. HOLD OVER TENANCY. Should Tenant or any assignee, sublessee or licensee of Tenant hold over the Premises or any part thereof after the expiration of this Agreement, such holdover shall constitute and be construed as a tenancy from month-to-month only, but otherwise upon the same terms and conditions.

11. INDEMNITIES. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "**Indemnified Persons**") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Losses**") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. Tenant will indemnify Landlord from and against any mechanic's liens or liens of contractors and subcontractors engaged by or through Tenant.

12. WAIVERS.

(a) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Communications Facilities or any portion thereof, regardless of whether or not such is deemed real or personal property under applicable laws. Landlord will not assert any claim whatsoever against Tenant for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Landlord as a result of the construction, maintenance, operation or use of the Premises by Tenant.

(b) EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

13. INSURANCE. Tenant shall insure against property damage and bodily injury arising by reason of occurrences on or about the Premises in the amount of not less than \$1,000,000. The insurance coverage provided for herein may be maintained pursuant to master policies of insurance covering other communications facilities of Tenant and its corporate affiliates. All insurance policies required to be maintained by Tenant hereunder shall be with responsible insurance companies, authorized to do business in the State or Commonwealth where the Premises are located if required by law, and shall provide for cancellation only upon ten (10) days' prior written notice to Landlord. Tenant shall evidence such insurance

coverage by delivering to Landlord, if requested, a copy of a certificate of insurance of such policies issued by the insurance companies underwriting such risks.

14. INTERFERENCE. During the Option Period and the Term, Landlord, its successors and assigns, will not grant any ground lease, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Landlord: (a) for any of the uses contemplated in Section 5 herein; or (b) if such lease, license, or easement would detrimentally impact the Communications Facilities or Tenant's economic opportunities at the Premises, or the use thereof. Landlord shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Landlord adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Tenant. Landlord and Tenant intend by this Agreement for Tenant (and persons deriving rights by, through, or under Tenant) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Landlord agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Landlord, not injurious to the public interest, and shall be specifically enforceable by Tenant (and persons deriving rights by, through or under Tenant) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Landlord.

15. RIGHT OF FIRST REFUSAL. In the event Landlord determines to sell, transfer, license or otherwise convey any interest, whether fee simple interest, easement interest, leasehold, or otherwise, and whether direct or indirect by way of transfer of ownership interests in Landlord if Landlord is an entity, which interest underlies or affects any or all of the Premises (the "**ROFR Property**") to any third party that is a Third Party Competitor (as defined below), Landlord shall offer Tenant a right of first refusal to purchase the Premises (or such larger portion of the Property that encompasses the Premises, if applicable). For purposes herein, a "**Third Party Competitor**" is any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing communications infrastructure or any person or entity directly or indirectly engaged in the business of owning, acquiring, or investing in real property leases or easements underlying communications infrastructure. In such event, Landlord shall send a written notice to Tenant in accordance with Section 29 below that shall contain an offer to Tenant of a right of first refusal to purchase the ROFR Property, together with a copy of any offer to purchase, or any executed purchase agreement or letter of intent (each, an "**Offer**"), which copy shall include, at a minimum, the purchase price or acquisition price, proposed closing date, and financing terms (collectively, the "**Minimum Terms**"). Within thirty (30) days of receipt of such Offer, Tenant shall provide written notice to Landlord of Tenant's election to purchase the ROFR Property on the same Minimum Terms, provided: (a) the closing date shall be no sooner than sixty (60) days after Tenant's purchase election notice; (b) given Landlord's direct relationship and access to Tenant, Tenant shall not be responsible for payment of any broker fees associated with an exercise of Tenant's rights to acquire the ROFR Property; and, (c) Tenant shall not be required to match any components of the purchase price which are speculative or incalculable at the time of the Offer. In such event, Landlord agrees to sell the ROFR Property to Tenant subject to Tenant's payment of the purchase price and compliance with a purchase and sale agreement to be negotiated in good faith between Landlord and Tenant. If Tenant provides written notice that it does not elect to exercise its right of first refusal to purchase the ROFR Property, or if Tenant does not provide notice of its election within the thirty (30) day period, Tenant shall be deemed to have waived such right of first refusal only with respect to the specific Offer presented (and any subsequent Offers shall again be subject to Tenant's continuing right of first refusal hereunder), and Landlord shall be permitted to consummate the sale of the ROFR Property in accordance with the strict terms of the Offer ("**Permitted Sale**"). If Landlord does not consummate the Permitted Sale within ninety (90) days of the

date of Tenant's waiver of its right of first refusal, including if the Minimum Terms are modified between Landlord and the Third Party Competitor, Landlord shall be required to reissue a New Offer to Tenant.

16. SECURITY. The parties recognize and agree that Tenant shall have the right to safeguard and protect its improvements located upon or within the Premises. Consequently, Tenant may elect, at its expense, to construct such enclosures and/or fences as Tenant reasonably determines to be necessary to secure the Communications Facilities. Tenant may also undertake any other appropriate means to restrict access to the Communications Facilities including, without limitation, if applicable, installing security systems, locks and posting signs for security purposes and as may otherwise be required by law.

17. FORCE MAJEURE. The time for performance by Landlord or Tenant of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, pandemics, material or labor restrictions by governmental authority, government shutdowns, quarantines, and/or other disease control measures and any other cause not within the control of Landlord or Tenant, as the case may be.

18. CONDEMNATION; CASUALTY.

(a) In the event Landlord receives any notice of any condemnation proceedings, or other proceedings in the nature of eminent domain related to the Property or the Premises, it will forthwith send a copy of such notice to Tenant. If all or any part of the Premises is taken by eminent domain, Tenant may, upon written notice to Landlord, elect to terminate this Agreement, whereupon neither party shall have any further liability or obligation hereunder. Notwithstanding any provision of this Agreement to the contrary, in the event of condemnation of all or any part of the Premises, Landlord and Tenant shall be entitled to separate awards with respect to the Premises, in the amount determined by the court conducting such condemnation proceedings based upon Landlord's and Tenant's respective interests in the Premises. If a separate condemnation award is not determined by such court, Landlord shall permit Tenant to participate in the allocation and distribution of the award. In no event shall the condemnation award to Landlord exceed the unimproved value of the Premises, without taking into account the improvements located thereon.

(b) In case of damage to the Premises or the Communications Facilities by fire or other casualty, Landlord shall, at its expense, cause any damage to the Property (excluding the Communications Facilities) to be repaired to a condition as nearly as practicable to that existing prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of adjustment of loss under insurance policies, governmental regulations, and for delays beyond the control of Landlord, including a force majeure. Landlord shall coordinate with Tenant as to the completion of Landlord's work to restore the Property so as not to adversely impact Tenant's use of the Premises and the Communications Facilities. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to Tenant's business or for any consequential damages resulting in any way from such damage or the repair thereof, except to the extent and for the time that the Communications Facilities or the Premises are thereby rendered unusable for Tenant's intended purpose the Rent shall proportionately abate. In the event the damage shall be so extensive that Tenant shall decide, in its sole discretion, not to repair or rebuild the Communications Facilities, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage, or if the holder of any mortgage, deed of trust or similar security interest covering the Communications Facilities shall not permit the application of adequate insurance proceeds for repair or restoration, this Agreement shall, at the sole option of Tenant, exercisable by written notice to Landlord, be terminated as of the date of such casualty, and the obligation to pay Rent (taking into account any abatement as aforesaid) shall cease as of the termination date and Tenant shall thereupon promptly vacate the Premises.

19. DEFAULT. The failure of Tenant or Landlord to perform any of the covenants of this Agreement shall constitute a default. The non-defaulting party shall give the other written notice of such default, and

the defaulting party shall cure such default within thirty (30) days after receipt of such notice. In the event any such default cannot reasonably be cured within such thirty (30) day period, if the defaulting party shall proceed promptly after the receipt of such notice to cure such default, and shall pursue curing such default with due diligence, the time for curing shall be extended for such period of time as may be necessary to complete such curing, however, in no event shall this extension of time be in excess of sixty (60) days, unless agreed upon by the non-defaulting party.

20. REMEDIES. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Landlord elects to terminate this Agreement due to a default by Tenant (which remains uncured by Lender), Landlord shall continue to honor all sublease and license commitments made by Tenant through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

21. ATTORNEYS' FEES. If there is any legal proceeding between Landlord and Tenant arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including, without limitation, reasonable attorneys' fees and disbursements, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and disbursements shall be included in and as a part of such judgment.

22. ADDITIONAL TERMINATION RIGHT. If at any time during the Term, Tenant determines, in Tenant's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Tenant's intended use and/or purposes, Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Landlord.

23. PRIOR AGREEMENTS. The parties hereby covenant, recognize and agree that the terms and provisions of this Agreement shall constitute the sole embodiment of the arrangement between the parties with regard to the Premises, and that all other written or unwritten agreements, contracts, or leases by and between the parties with regard to the Premises are hereby terminated, superseded and replaced by the terms hereof.

24. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT. In the event the Property is encumbered by a mortgage or deed of trust or other security instrument of any kind (a "**Landlord Mortgage**"), Landlord, within fifteen (15) days following Tenant's request or immediately prior to the creation of any encumbrance created after the date this Agreement is fully executed, will obtain from the holder of each such Landlord Mortgage a fully-executed subordination, non-disturbance and attornment agreement (an "**SNDA**") in recordable form, which shall be prepared or approved by Tenant. The holder of every such Landlord Mortgage shall, in the SNDA, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such Landlord Mortgage holder shall recognize and confirm the validity and existence of this Agreement, not disturb the tenancy of Tenant (and its customers, subtenants, and licensees) and Tenant (and its customers, subtenants, and licensees) shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement, provided Tenant is not in default of this Agreement beyond applicable notice and cure periods.

25. LENDER'S RIGHTS.

(a) Landlord agrees to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises notwithstanding any default hereunder by Tenant so long as each such respective subtenant or licensee is not in default under the lease/license covering its premises. Landlord agrees to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements

and/or Landlord recognition agreements, to further memorialize the foregoing, and further agrees to use Landlord's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

(b) Landlord consents to the granting by Tenant of a lien and security interest in Tenant's interest in this Agreement and/or leasehold estate of the Premises and all of Tenant's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Landlord agrees to recognize Lender as Tenant hereunder upon any such exercise by Lender of its rights of foreclosure.

(c) Landlord hereby agrees to give Lender written notice of any breach or default of Tenant of the terms of this Agreement within fifteen (15) days after the occurrence thereof at the address set forth in Section 29. Landlord further agrees that no default under this Agreement by Tenant shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Tenant, plus an additional ninety (90) days after any applicable grace period to cure or correct any such default.

(d) Landlord acknowledges that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Tenant under this Agreement. Lender shall not become liable under the provisions of this Agreement or any lease executed pursuant to Section 26 hereof unless and until such time as it becomes, and then only for as long as it remains, the owner of the leasehold estate created hereby or thereby.

(e) Tenant shall have the right from time to time to mortgage or otherwise encumber Tenant's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Tenant shall so mortgage (each a "**Tenant Mortgage**") Tenant's interest in this Agreement and/or leasehold interest in the Premises to Lender, Tenant or Lender shall give Landlord prompt notice of such Tenant Mortgage and furnish Landlord with a complete and correct copy of such Tenant Mortgage, certified as such by Tenant or Lender, together with the name and address of Lender if it is different from the information set forth in Section 29 hereof. The term "**Lender**" as used in this Agreement shall mean the lender identified in Section 29 hereof and its successors, assigns, designees or nominees.

(f) This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound by any modification or amendment of this Agreement made subsequent to the date of a Tenant Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

26. RIGHT TO NEW LEASE.

(a) In the case of termination of this Agreement for any reason, or in the event this Agreement is rejected or disaffirmed pursuant to any bankruptcy, insolvency or other law affecting creditor's rights, Landlord shall give prompt notice thereof to Lender at the address set forth in Section 29 or as may be provided to Landlord by Tenant following the Commencement Date. Thereafter, Landlord, upon written request of Lender, and within thirty (30) days after the receipt of such request, shall promptly execute and deliver a new lease of the Premises and assignment of all subleases and licenses to Lender or its designee or nominee, for the remainder of the Term upon all the covenants, conditions, limitations and agreements contained herein (including, without limitation, options to extend the Term) except for such provisions which must be modified to reflect such termination, rejection or disaffirmance and the passage of time,

provided that Lender (i) shall pay to Landlord, simultaneously with the delivery of such new lease, all unpaid rent due under this Agreement up to and including the date of the commencement of the term of such new lease and all reasonable expenses, including, without limitation, reasonable attorneys' fees and disbursements and court costs, incurred by Landlord in connection with the default by Tenant, the termination of this Agreement and the preparation of the new lease, and (ii) shall cure all defaults existing under this Agreement which are susceptible to being cured by Lender promptly and with due diligence after the delivery of such new lease. Notwithstanding anything to the contrary contained herein, provided Lender shall have otherwise complied with the provisions of this Section, Lender shall have no obligation to cure any defaults which are not susceptible to being cured by Lender (for example, the bankruptcy of Tenant).

(b) For so long as Lender shall have the right to enter into a new lease with Landlord pursuant to this Section, Landlord shall not enter into a new lease of the Premises with any person or entity other than Lender, without the prior written consent of Lender.

27. ADDITIONAL PROVISIONS.

(a) The parties hereto agree that (i) Tenant is in possession of the Premises notwithstanding the fact that Tenant has subleased or licensed, or may in the future sublease or license, certain of the improvements thereon or portions of the Premises to third parties, and (ii) the requirements of Section 365(h) of Title 11 of the United States Code (the Bankruptcy Code) with respect to Tenant's possession of the leasehold under this Agreement are satisfied. Accordingly, the right of Tenant to remain in possession of the leasehold under this Agreement shall continue notwithstanding any rejection of this Agreement in any bankruptcy proceeding involving Landlord, or any other actions by any party in such a proceeding. This provision, while included in this Agreement, has been separately negotiated and shall constitute a separate contract between the parties as well as a part of this Agreement. The provisions of this Section are for the benefit of Tenant and its assigns, including, without limitation, Lender. The parties hereto also agree that Lender is a party in interest and shall have the right to appear as a party in any proceeding brought under any bankruptcy law or under any other law which may affect this Agreement.

(b) The provisions of Section 25 and Section 26 hereof shall survive the termination, rejection or disaffirmance of this Agreement and shall continue in full force and effect thereafter to the same extent as if such Sections were a separate and independent contract made by Landlord, Tenant and Lender and, from the effective date of such termination, rejection or disaffirmance of this Agreement to the date of execution and delivery of such new lease, Lender may use and enjoy the leasehold estate created by this Agreement without hindrance by Landlord. The aforesaid agreement of Landlord to enter into a new lease with Lender shall be deemed a separate agreement between Landlord and Lender, separate and apart from this Agreement as well as a part of this Agreement, and shall be unaffected by the rejection of this Agreement in any bankruptcy proceeding by any party.

(c) Landlord shall have no right, and expressly waives any right arising under applicable law, in and to the rentals or other fees payable to Tenant, if any, under any sublease or license of the Premises by Tenant, which rentals or fees may be assigned by Tenant to Lender.

(d) If a Tenant Mortgage is in effect, this Agreement shall not be modified or amended by the parties hereto, or terminated or surrendered by Tenant, nor shall Landlord accept any such termination or surrender of this Agreement by Tenant, without the prior written consent of Lender.

(e) The provisions of Section 25 and Section 26 hereof are for the benefit of Lender and may be relied upon and shall be enforceable by Lender as if Lender were a party to this Agreement.

(f) Landlord shall, within ten (10) days of the request of Tenant or any Lender or prospective Lender, provide an estoppel certificate as to any matters reasonably requested by Tenant or Lender.

(g) The right to extend or renew this Agreement and any right of first refusal to purchase the Premises may be exercisable by the holder of a Tenant Mortgage and, before the expiration of any periods to exercise such a right, Landlord must provide to Lender at least thirty (30) days prior written notice before the expiration of the right to so extend or renew in order to extinguish Lender's right to so extend, renew or purchase.

(h) Under no circumstances shall the fee estate of Landlord and the leasehold estate created hereby merge, even though owned by the same party, without the written consent of the holder of a Tenant Mortgage.

28. QUIET ENJOYMENT. So long as Tenant is not in default under this Agreement beyond the applicable notice and cure period, Landlord covenants and agrees that Tenant shall peaceably and quietly hold and enjoy the Premises throughout the Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns or by those claiming by, through or under them.

29. NOTICES. All notices, requests, claims, demands, and other communications hereunder shall be in writing and may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery. Notices shall be delivered to a party at the party's respective address below, or to such other address that a party below may provide from time to time:

If to Landlord:

James F. Reynolds, Jr.
and Janet B. Reynolds
1080 Rocky River Walk
Road
King, NC 27021

If to Tenant:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487

Ref: US-NC-5289
Attn: VP Asset Management

If to Lender:

Toronto Dominion (Texas) LLC
31 West 52nd Street
New York, NY 10019
Attn: Admin Agent
Fax No. 416-982-5535

With a copy to: General Counsel

30. MISCELLANEOUS.

(a) Each party hereto warrants and represents that it has the necessary power and authority to enter into and perform its respective obligations under this Agreement.

(b) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(c) All attached exhibits are hereby incorporated by this reference as if fully set forth herein.

(d) Failure of a party to insist on strict performance of any of the conditions or provisions of this Agreement, or failure to exercise any of a party's rights hereunder, shall not waive such rights.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

(f) This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, other leases and/or agreements with regard to the Premises. There are no representations or understandings of any kind not set forth herein. Any amendment to this Agreement must be in writing and executed by both parties.

(g) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(h) A short-form Memorandum of Option to Lease (and a short-form Memorandum of Lease in the event Tenant exercises its option to lease the Premises) may be recorded at Landlord's or Tenant's option in the form as depicted in **Exhibit 3** and **Exhibit 4**, respectively, attached hereto. In addition, Tenant's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Tenant.

(i) Landlord shall keep the terms of this Agreement confidential and shall not disclose any terms contained within this Agreement to any third party other than such terms as are set forth in the Memorandum of Option to Lease or Memorandum of Lease.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date (date last signed by a party hereto).

WITNESSES:

Otika J. Cherry
Name: Otika J. Cherry
Kathryn C. Redding
Name: Kathryn C. Redding

LANDLORD:

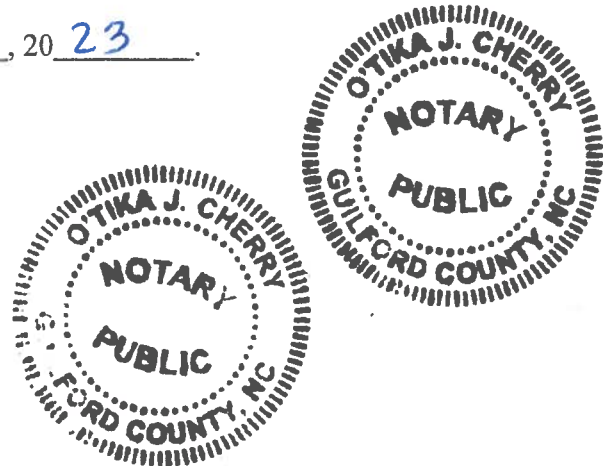
James F. Reynolds, Jr.
James F. Reynolds, Jr.
Date: 9-28-23
Janet B. Reynolds
Janet B. Reynolds
Date: 9-28-23

STATE OF North Carolina
COUNTY OF Stokes

I, a Notary Public, hereby certify that James F. Reynolds, Jr., and wife, Janet B. Reynolds personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal.

This the 28th day of September, 20 23.

Otika J. Cherry
Notary Public
Print Name: Otika J. Cherry
My Commission Expires: 9/28/2027



(Tenant signature page to Option and Lease Agreement)

WITNESSES:

ALL
Name: Alex Greenberg
Christopher Antoun
Name: Christopher Antoun

TENANT:

The Towers, LLC
a Delaware limited liability company

Tim Shine
By: Tim Shine
Name: VP of IT
Title: 10-04-2023
Date: 10-04-2023

Leasing Ops ^{DS} 29

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Jeanne M Bruning (name of officer taking acknowledgment), SR Project Cor (official title of officer taking acknowledgment) certify that Tim Shine (name of attesting official) personally came before me this day and acknowledged that he/she is VP IT (title of attesting official) of The Towers, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its VP IT (title of official), sealed with its company seal, if any, and attested by himself (or herself) as its VP IT (title of attesting official).

Witness my hand and official seal, this the 4th day of October, 2023.

Jeanne M Bruning
Notary Public

Print Name: Jeanne M Bruning
My Commission Expires: 4/20/24



EXHIBIT 1

Legal Description of the Property (Parent Parcel)

(may be updated by Tenant upon receipt of final legal description from title)

BEGINNING at an existing iron pin, the Northern corner of Lot #3 of the Wade Boyles property owned by Max and Ellis Boyles, thence S 47 deg. 32' 58" W 941.46 feet to a 1-1/4" solid iron found, thence N 87 deg. 45' 49" W 242.02 feet to a 3/4 x 3/4" flat iron bar found, a corner with Homer Cyrus Edwards, thence N 10 deg. 00' 53" E 1,312.58 feet to an axle found, thence N 08 deg. 39' 34" E (crossing an existing iron pin at 321.83 feet) a total of 356.08 feet to an existing iron pin in the centerline of SR #1163, thence along the centerline of SR #1163 N 87 deg. 54' 28" E 30.53 feet to an existing iron pin, thence leaving the centerline of SR #1163 S 08 deg. 39' 34" W (crossing an existing iron pin at 30.00 feet) a total of 363.56 feet to an existing iron pin, a corner with Rober C. Boyles farm, thence S 08 deg. 39' 34" W 75.46 feet to an existing iron pin, thence S 77 deg. 56' 18" E 138.91 feet to an existing iron pin, thence N 15 deg. 10' 15" E 75.43 feet to an existing iron pin, thence S 77 deg. 56' 18" E 696.88 feet to a 3/4" rebar, thence continuing S 77 deg. 56' 18" E 37.65 feet to a 3/4" rebar in the centerline of SR #1163, thence along the centerline of SR #1163 S 25 deg. 44' 07" E 132.23 feet to a 3/8" rebar, a corner with Kenneth Duggins house tract, thence S 42 deg. 06' 31" W 77.03 feet to a 1/2" iron pipe, thence N 80 deg. 00' 31" W 345.39 feet to a 1/2" iron pipe, thence S 33 deg. 24' 17" W 167.75 feet to a 1/2" iron pipe, thence S 62 deg. 21' 46" E 351.81 feet to a 3/8" rebar, thence S 65 deg. 26' 42" E 30.20 feet to a 3/4" rebar, thence

Survey of Wade Boyles Lot #3, prepared by Bunn Engineering, dated August 1, 1988.

0332 1892
S 18 deg. 00' 28" W 111.42 feet to a 3/4" rebar, thence N 44 deg. 46' 37" W (crossing a point in the Western line of a 30 foot easement at 33.74 feet) for a total of 87.48 feet to an existing iron pin, the point of BEGINNING, and containing 18.41 acres, according to a survey prepared by Bunn Engineering, dated August 1, 1988.

EXHIBIT 2

Premises

(below may be replaced with a final survey and legal description of the Premises)

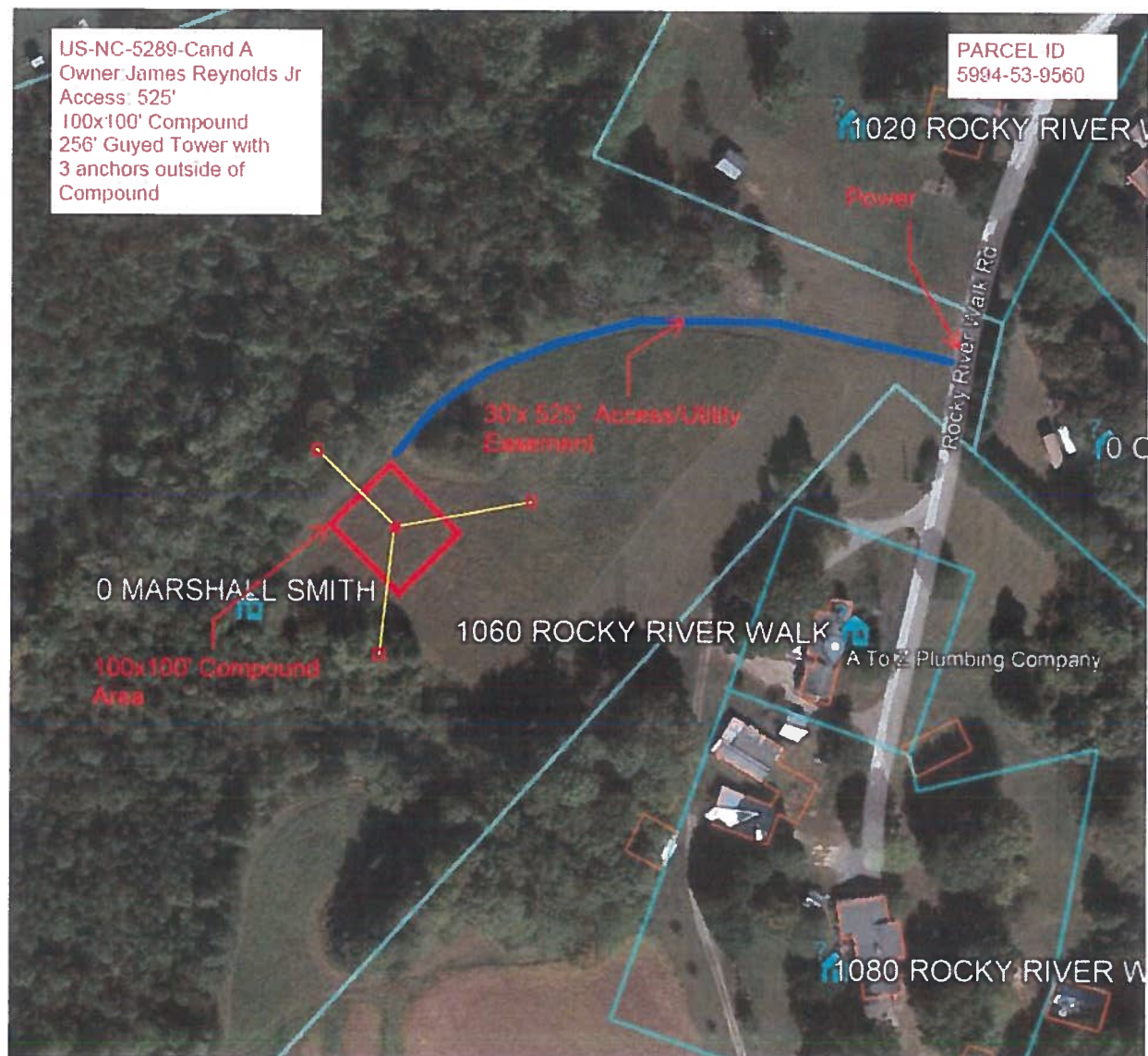


EXHIBIT 3

Memorandum of Option to Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: E Pinnacle
Site Number: US-NC-5289
Commitment #: _____

MEMORANDUM OF OPTION TO LEASE

This Memorandum of Option to Lease ("**Memorandum**") evidences an Option and Lease Agreement (the "**Agreement**") between **James F. Reynolds, Jr., and wife, Janet B. Reynolds** ("**Landlord**"), whose address is 1080 Rocky River Walk Road, King, NC 27021, and **The Towers, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated October 4th, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Agreement, Landlord has granted Tenant an exclusive option to lease the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of two (2) years from the Effective Date.

Landlord ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall lease to Tenant the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises or the Property from Landlord;

3. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent; and

4. The Agreement restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LEASE effective as of the date last signed by a party hereto.

WITNESSES:

O'Tika J. Cherry
Name: O'Tika J. Cherry

Kathryn C Redding
Name: Kathryn C Redding

LANDLORD:

James F Reynolds, Jr.
James F. Reynolds, Jr.

Date: 9-28-23

Janet B. Reynolds
Janet B. Reynolds

Date: 9-28-23

STATE OF North Carolina
COUNTY OF Stokes

I, a Notary Public, hereby certify that James F. Reynolds, Jr., and wife, Janet B. Reynolds personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal.

This the 28th day of September, 20 23.

O'Tika J. Cherry
Notary Public

Print Name: O'Tika J. Cherry

My Commission Expires: 9/28/2027



(Tenant's Signature Page to Memorandum of Option to Lease)

WITNESSES:

ALL
Name: Alex Greenberg
Christopher Anderson
Name: Christopher Anderson

TENANT:

The Towers, LLC
a Delaware limited liability company

By: [Signature]
Name: Tim Shine
Title: VP of IT
Date: 10-04-2023

Leasing Ops ^{DS} 20

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Joanne M Bruning (name of officer taking acknowledgment), Sr Project Coord. (official title of officer taking acknowledgment) certify that Tim Shine (name of attesting official) personally came before me this day and acknowledged that he/she is VP IT (title of attesting official) of The Towers, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its VP IT (title of official), sealed with its company seal, if any, and attested by himself (or herself) as its VP IT (title of attesting official).

Witness my hand and official seal, this the 4th day of October, 2023.

Joanne M Bruning
Notary Public

Print Name: Joanne M Bruning
My Commission Expires: 4/20/24



EXHIBIT A
(TO MEMORANDUM OF OPTION TO LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

BEGINNING at an existing iron pin, the Northern corner of Lot #3 of the Wade Boyles property owned by Max and Ellis Boyles, thence S 47 deg. 32' 58" W 941.46 feet to a 1-1/4" solid iron found, thence N 87 deg. 45' 49" W 242.02 feet to a 3/4 x 3/4" flat iron bar found, a corner with Homer Cyrus Edwards, thence N 10 deg. 00' 53" E 1,312.58 feet to an axle found, thence N 08 deg. 39' 34" E (crossing an existing iron pin at 321.83 feet) a total of 356.08 feet to an existing iron pin in the centerline of SR #1163, thence along the centerline of SR #1163 N 87 deg. 54' 28" E 30.53 feet to an existing iron pin, thence leaving the centerline of SR #1163 S 08 deg. 39' 34" W (crossing an existing iron pin at 30.00 feet) a total of 363.56 feet to an existing iron pin, a corner with Rober C. Boyles farm, thence S 08 deg. 39' 34" W 75.46 feet to an existing iron pin, thence S 77 deg. 56' 18" E 138.91 feet to an existing iron pin, thence N 15 deg. 10' 15" E 75.43 feet to an existing iron pin, thence S 77 deg. 56' 18" E 696.88 feet to a 3/4" rebar, thence continuing S 77 deg. 56' 18" E 37.65 feet to a 3/4" rebar in the centerline of SR #1163, thence along the centerline of SR #1163 S 25 deg. 44' 07" E 132.23 feet to a 3/8" rebar, a corner with Kenneth Duggins house tract, thence S 42 deg. 06' 31" W 77.03 feet to a 1/2" iron pipe, thence N 80 deg. 00' 31" W 345.39 feet to a 1/2" iron pipe, thence S 31 deg. 24' 17" W 167.75 feet to a 1/2" iron pipe, thence S 62 deg. 21' 46" E 351.81 feet to a 3/8" rebar, thence S 65 deg. 26' 42" E 30.20 feet to a 3/4" rebar, thence

Survey by John S. Lee, 1974, Revised 1977. Survey by John S. Lee, 1977, Revised 1978. Survey by John S. Lee, 1978, Revised 1979.

0332 1892

S 18 deg. 00' 28" W 111.42 feet to a 3/4" rebar, thence N 44 deg. 46' 37" W (crossing a point in the Western line of a 30 foot easement at 33.74 feet) for a total of 87.48 feet to an existing iron pin, the point of BEGINNING, and containing 18.41 acres, according to a survey prepared by Bunn Engineering, dated August 1, 1988.

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

EXHIBIT 4

Memorandum of Lease

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

The Towers, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Site Name: E Pinnacle

Site Number: US-NC-5289

Commitment #: _____

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**") evidences a Lease Agreement (the "**Lease**") between **James F. Reynolds, Jr., and wife, Janet B. Reynolds** ("**Landlord**"), whose address is 1080 Rocky River Walk Road, King, NC 27021, and **The Towers, LLC**, a Delaware limited liability company, whose mailing address is 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Tenant**"), dated the 4th day of October, 2023 (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is _____. The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with nine (9) renewal option(s) of an additional five (5) years each, and further provides:

1. Landlord will attorn to any mortgagee of Tenant, subordinate any Landlord's lien to the Lease and to liens of Tenant's mortgagees, and not disturb the tenancy of Tenant;
2. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property or real property owned by Landlord which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the Lease);
3. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);

4. The Premises may be used exclusively by Tenant for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Tenant is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Tenant has a right of first refusal to acquire the Premises from Landlord;

7. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

8. Under certain circumstances, Landlord may not subdivide the Property without Tenant's prior written consent.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES
BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

WITNESSES:

Otika J. Cherry
Name: Otika J. Cherry

Kathryn C Redding
Name: Kathryn C Redding

LANDLORD:

James F. Reynolds, Jr.
James F. Reynolds, Jr.

Date: 9-28-23

Janet B. Reynolds
Janet B. Reynolds

Date: 9-28-23

STATE OF North Carolina

COUNTY OF Stokes

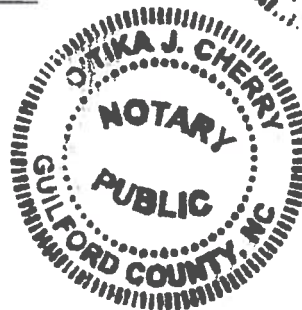
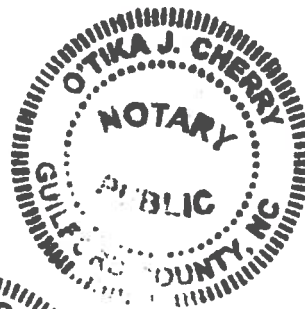
I, a Notary Public, hereby certify that James F. Reynolds, Jr., and wife, Janet B. Reynolds personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and (where an official seal is required by law) official seal.

This the 20th day of September, 20 23.

Otika J. Cherry
Notary Public

Print Name: Otika J. Cherry

My Commission Expires: 9/28/2027



(Tenant's Signature Page to Memorandum of Lease)

WITNESSES:

ALL
Name: Alex Greenberg
[Signature]
Name: Christopher Antoun

TENANT:

The Towers, LLC
a Delaware limited liability company

[Signature]
By: _____
Name: Tim Shine
Title: VP of IT
Date: 10-04-2023

Leasing Ops ^{DS} LG

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Jeanne M Bruning (name of officer taking acknowledgment), SP Project Coord. (official title of officer taking acknowledgment) certify that Tim Shine (name of attesting official) personally came before me this day and acknowledged that he/she is VP IT (title of attesting official) of The Towers, LLC, a Delaware limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by its VP IT (title of official), sealed with its company seal, if any, and attested by himself (or herself) as its VP IT (title of attesting official).

Witness my hand and official seal, this the 4th day of October, 2023.

Jeanne M Bruning
Notary Public

Print Name: Jeanne M Bruning

My Commission Expires: 4/20/24



EXHIBIT A
(TO MEMORANDUM OF LEASE)

The Property

(may be updated by Tenant upon receipt of final legal description from title)

BEGINNING at an existing iron pin, the Northern corner of Lot #3 of the Wade Boyles property owned by Max and Ellis Boyles, thence S 47 deg. 32' 58" W 941.46 feet to a 1-1/4" solid iron found, thence N 87 deg. 45' 49" W 242.02 feet to a 3/4 x 3/4" flat iron bar found, a corner with Homer Cyrus Edwards, thence N 10 deg. 00' 53" E 1,312.58 feet to an axle found, thence N 08 deg. 39' 34" E (crossing an existing iron pin at 321.83 feet) a total of 356.08 feet to an existing iron pin in the centerline of SR #1163, thence along the centerline of SR #1163 N 87 deg. 54' 28" E 30.53 feet to an existing iron pin, thence leaving the centerline of SR #1163 S 08 deg. 39' 34" W (crossing an existing iron pin at 30.00 feet) a total of 363.56 feet to an existing iron pin, a corner with Rober C. Boyles farm, thence S 08 deg. 39' 34" W 75.46 feet to an existing iron pin, thence S 77 deg. 56' 18" E 138.91 feet to an existing iron pin, thence N 15 deg. 10' 15" E 75.43 feet to an existing iron pin, thence S 77 deg. 56' 18" E 696.88 feet to a 3/4" rebar, thence continuing S 77 deg. 56' 18" E 37.65 feet to a 3/4" rebar in the centerline of SR #1163, thence along the centerline of SR #1163 S 25 deg. 44' 07" E 132.23 feet to a 3/8" rebar, a corner with Kenneth Duggins house tract, thence S 42 deg. 06' 31" W 77.03 feet to a 1/2" iron pipe, thence N 80 deg. 00' 31" W 345.39 feet to a 1/2" iron pipe, thence S 33 deg. 24' 17" W 167.75 feet to a 1/2" iron pipe, thence S 62 deg. 21' 46" E 351.81 feet to a 3/8" rebar, thence S 65 deg. 26' 42" E 30.20 feet to a 3/4" rebar, thence

Survey Commission No. 1-1976, Revised 1-1977. Survey Commission No. 2-1977, Revised 1-1978. Survey Commission No. 3-1977, Revised 1-1978.

0332 1892

S 18 deg. 00' 28" W 111.42 feet to a 3/4" rebar, thence N 44 deg. 46' 37" W (crossing a point in the Western line of a 30 foot easement at 33.74 feet) for a total of 87.48 feet to an existing iron pin, the point of BEGINNING, and containing 18.41 acres, according to a survey prepared by Bunn Engineering, dated August 1, 1988.

Access and utilities serving the Premises (as defined in the Lease) includes all easements of record as well as that portion of the Property designated by Landlord and Tenant for Tenant (and Tenant's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

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

Insert metes and bounds description of area