

**AGENDA
CITY OF SHAWNEE
PLANNING COMMISSION
March 6th, 2019 AT 1:30 P.M.
COMMISSION CHAMBERS
CITY HALL, 16 W 9TH ST**

- 1)** Roll Call
- 2)** Consideration of approval of the minutes from the January 2nd, 2019 Planning Commission meeting
- 3)** Citizens' Participation
(A three minute limit per person)
(A twelve minute limit per topic)
- 4)** Case #P01-19 – Consideration of approval of a Conditional Use Permit located at 125 West 45th Street, Shawnee, Oklahoma
Applicant: Troy Williams
- 5)** Planning Director's Report
- 6)** Commissioners Comments and/or New Business
- 7)** Adjournment

PLANNING COMMISSION MINUTES

DATE: JANUARY 2ND, 2019

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, January 2nd, 2019, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: Roll Call

Upon roll call the following members were present:

Present: Deem, Matthews, Bergsten, Cowen, Rowell

Absent: Walker, Kienzle

Meeting was called to Order.

AGENDA ITEM NO.2: Consideration of approval of the minutes from the December 5th, 2018 Planning Commission Meeting

Chairman Bergsten asked Commission for any comments, questions or a vote.
Commissioner Matthews made a motion to approve, seconded by Commissioner Deem.

Motion passed:

AYE: Deem, Matthews, Bergsten, Cowen, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.3: Citizens' Participation

Chairman Bergsten opened the public portion of the meeting and announced that this is an open time for discussion for those with questions on topics not on the Agenda and asked if anyone would like to come forward.

No one came forward and Chairman Bergsten closed the public portion of the meeting.

AGENDA ITEM NO.4: Case #S12-18 – Consideration of approval of a Final Plat for The Belmont Park Addition, Phase II located east of Acme road and north of MacArthur Street, Shawnee, OK (deferred from December 5th, 2018 Planning Commission Meeting)

Applicant: Belmont Park Villas, LLC

Interim Director Jared Cooper presented staff report and explained to the Commission the history of the Belmont Park development. Mr. Cooper reviewed with the Commission that this item was deferred at the last meeting due to issues with the sanitary sewer system at the time. This issue has since been resolved. Mr. Cooper stated that therefore the item has been recommended for approval upon the following conditions:

1. Final improvement plans shall be approved by the City Engineer prior to construction;
2. Prior to filing (recording) the final plat, the applicant shall commence with making the required public site improvements in accordance with construction plans approved by the City Engineer or otherwise

- bond the project in accordance with City code; and
3. All other applicable City standards apply.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any other comments or questions. There were none and Chairman Bergsten asked for a motion. Commissioner Matthews made a motion to approve the final plat, seconded by Commissioner Rowell.

Motion passed:
AYE: Deem, Matthews, Bergsten, Cowen, Rowell
NAY:
ABSTAIN:

AGENDA ITEM NO.5:

Consideration of approval of a rezone for 323 South Eden Street, Shawnee, OK, from R-1 (Single Family Residential) to R-2 (Medium Density Residential) (deferred from December 5th, 2018 Planning Commission Meeting)

Interim Director Jared Cooper presented staff report and explained to the Commission the applicant's intention to split the five-acre lot into a duplex development via administrative lot splits. Currently, the applicant just wants to rezone the property to a zone that allows for the lot sizes and duplex use they desire. Based upon the neighborhood and the comprehensive plan's intention for the area, Mr. Cooper stated that staff has recommended approval for the rezone.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any other comments or questions. There were none and Chairman Bergsten asked for a motion. Commissioner Rowell made a motion to approve the rezone, seconded by Commissioner Deem.

Motion passed:
AYE: Deem, Matthews, Bergsten, Cowen, Rowell
NAY:
ABSTAIN:

AGENDA ITEM NO.6:

Consideration of approval of a rezone for 420 West Federal Street, Shawnee, OK, from R-1 (Single Family Residential) to C-1 (Neighbor Commercial)

Interim Director Jared Cooper presented staff report and stated that the area already has commercial and that this rezone, with the intended use being an administrative office, fits in with the comprehensive plan. Therefore, staff has recommended approval for the rezone.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any other comments or questions. There were none and Chairman Bergsten asked for a motion. Commissioner Deem made a motion to approve the rezone, seconded by Commissioner Matthews.

Motion passed:

AYE: Deem, Matthews, Bergsten, Cowen, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.7:

Consideration of approval of a conditional use for 806 East Grant Street, Shawnee, OK for a childcare center

Interim Director Jared Cooper presented staff report and explained to the Commission that this property is actually already being used for a childcare center. The applicant wants to demolish the existing structures and erect a newer structure. Because the original childcare center was in existence before its designated zoning district, C-1 (Neighborhood Commercial), required a conditional use permit for a childcare center, the applicant is required to obtain one prior to using the lot for a new childcare center. Mr. Cooper stated that the proposed use fits the area and the comprehensive plan. He described the proposal, based on the information provided in the site plan, as an improvement to how the lot is currently. Therefore, staff recommends approval for the conditional use. Commissioner Deem asked Mr. Cooper if there is already a conditional use permit active for the lot. Mr. Cooper told her it does not have one because the zoning ordinance that was active at the time of construction for the current structure on the lot did not require a conditional use permit for a childcare center.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. Chris Gray of Crafton Tull, representing the applicant, stated that his organization is attempting to create a site plan that meets the requirements of the City of Shawnee, and that this project has been in the works for fifteen years. He told the Commission that he is willing to answer any questions the Commission may have about the project. Chairman Bergsten told Mr. Gray that he appreciates any effort to develop that area. Chairman Bergsten asked if anyone else speaking in favor of the item would like to come forward. No one else came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any other comments or questions. There were none and Chairman Bergsten asked for a motion. Commissioner Cowen made a motion to approve the conditional use, seconded by Commissioner Deem.

Motion passed:

AYE: Deem, Matthews, Bergsten, Cowen, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.8:

Consideration of approval of a conditional use for 3 Burlison Road, Shawnee, OK for a manufactured home

Interim Director Jared Cooper presented staff report and stated that there are already manufactured homes in the area, making this a consistent use. He stated there has been a consistent demand for this type of

housing in the lake area and that this is a consistent agricultural use and it is consistent with the growth pattern in the area. Therefore, staff recommends approval of the conditional use permit for a manufactured home.

Chairman Bergsten opened the public portion of the meeting and asked if anyone speaking against the item would like to come forward. No one came forward and Chairman Bergsten asked if anyone speaking in favor of the item would like to come forward. No one came forward and Chairman Bergsten closed the public portion of the meeting.

Chairman Bergsten asked if there were any other comments or questions. There were none and Chairman Bergsten asked for a motion. Commissioner Cowen made a motion to approve the conditional use, seconded by Commissioner Rowell.

Motion passed:

AYE: Deem, Matthews, Bergsten, Cowen, Rowell

NAY:

ABSTAIN:

AGENDA ITEM NO.9:

Planning Director's Report

Interim Director Jared Cooper stated that Justin Debruin's shoes are large ones to fill, so to speak, and that he is learning as he goes. He stated they are looking forward to the projects that are planned. He reiterated that there is a January 8th, 2019 Comprehensive Plan Steering Committee Meeting.

Commissioner Cowen expressed his confidence in Mr. Cooper. Chairman Bergsten praised Mr. Cooper for his willingness to take the role of Interim Director.

AGENDA ITEM NO.10:

Commissioners Comments and/or New Business

The Commissioners wished each other a happy New Year. There were no other comments.

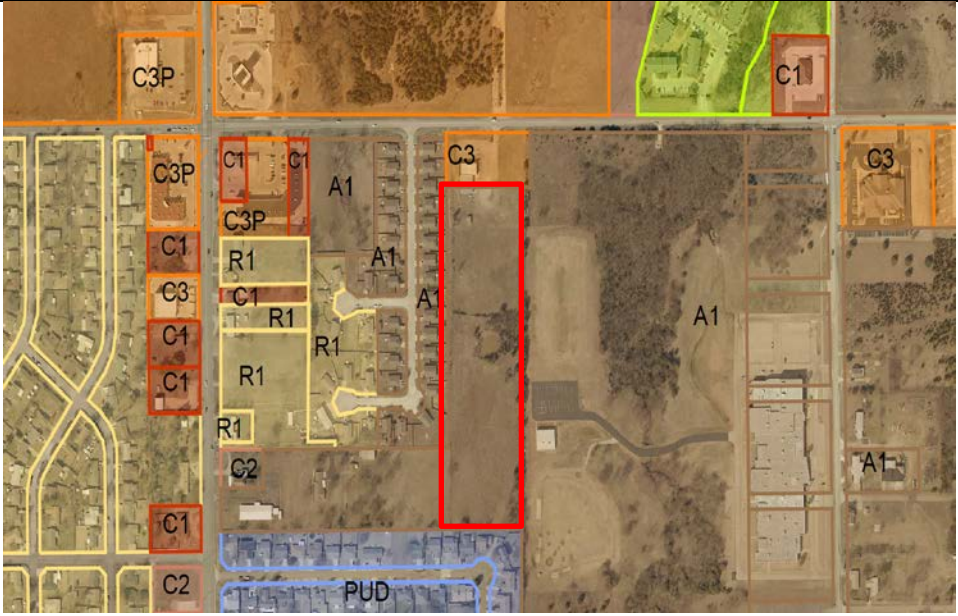
AGENDA ITEM NO. 8:

Adjournment

Meeting was adjourned.

Chairman/Vice-Chairman

Joseph Barker
Planning Commission Secretary

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P01-19 PUBLIC HEARING DATE: March 6 th , 2019 CITY COMMISSION DATE: March 18 th , 2019	
APPLICANT: Troy Williams		9700 Northwest Express Way, Suite 800 Oklahoma City, Oklahoma, 73118		Troy.Williams@branchcomm.net
PROPERTY ADDRESS/LOCATION: 125 West 45th Street, Shawnee, Oklahoma, 74804				
The applicant is requesting a conditional use permit (CUP) to place a cell tower at 125 West 45th Street, near the rear lot line. The Northside Veterinary Hospital is located on the north section of the lot. The proposed cell tower would be on the south section.				
EXISTING ZONING: A-1	EXISTING LAND USE: Vacant	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural) C-3 (Highway Commercial) PUD (Planned Unit Development)	SUBDIVISION: Formerly Armourdale Addition	PROPERTY SIZE: 10.06 acres

STAFF RECOMMENDATION

The proposed cell tower is an unmanned 140' monopole to be owned by AT&T. The proposed project also includes an equipment shelter and ice bridge; a generator; power and telco utilities; a grounding system; and 9 LTE antennas. In addition, there is a 10' utility easement and a 12' access being proposed, and a 30' ingress/egress and utility easement. The cell tower will be fenced off by a 6' chain link fence with vinyl slats. The fenced compound will be 48' by 48', and the lease area will be 60' by 60'. There is a 210' fall radius.

Chapter 22, Section 175, Subsection 20(B) of the City of Shawnee Zoning Code defines the conditions for approval of a communication/cell phone tower. They are as follows:

1. Maximum height of 199' – The proposed cell tower is '140;
2. Monopole towers must have a setback that is 120% of the tower height – The setback for this monopole tower is 168'. Based upon the submitted coordinates within the letter of 1-A certification, the natural ground of this cell tower is roughly 180'. The proposed tower is only roughly 84' from the east property line;
3. Any unmanned equipment building cannot be more than 750 square feet and cannot be more than 12' in height – The site plan states that the occupancy type of the facility will be unmanned. The structure will be less than 100 square feet, and the height will be roughly 9' 4 ½" from the finished grade;
4. Satellite and microwave dishes attached to the monopole shall not exceed one meter in diameter or 2 meters if attached to a lattice tower – This tower will be using an antenna;
5. Sight-proof fence 7' in height or more from finished grade around the monopole and equipment building with access through a locked gate – The currently proposed fence is only 6' in height. There will be a gate;
6. No excess equipment or parts shall be stored within the site – Nothing on the site plan indicates there will be excess equipment/parts storage;
7. Lights for illumination shall be determined by the Federal Aviation Administration and the City on all tower locations – The only lighting is one set of lights attached to the maintenance shelter, activated by switch.
8. No commercial advertising or signage shall be allowed on any tower – None of the signs in the signage plan fit this description;
9. All towers shall meet the minimum construction and structural load standards as per the adopted building code – This requirement will be addressed if and when the applicant submits building permits;
10. All towers must setback its height distance from any occupied structure – There are no occupied structures in its height distance;
11. Monopole and lattice towers are allowed to affix themselves to existing city or private structures as long as they meet all other requirements – This standard does not apply to this application;
12. Any tower that is not operated for a continuous period of 12 months shall be considered abandoned;
13. A site plan shall show parking spaces and access easements to the tower site – There will be a 30' ingress & egress/utility easement. There will be a gravel compound on the north side of the compound;
14. The applicant should look at co-location on an existing tower and indicate why doing so is not infeasible – The Planning Department has not received any documents pertaining to this requirement;
15. Must present written approval from property owner as to placement of the tower – The Planning Department has received an option and land lease agreement between Northside Veterinary Holdings, LLC and New Cingular Wireless PCS, LLC;
16. After installation of the tower, the applicant must submit as-built plans to be kept on file with the City;
17. The applicant must provide a certification of design by the design engineer – The site plan has an engineer stamped certification on the first page;
18. Applicant must submit annually to the City Inspection Department an inspection report on the tower as to compliance with FCC and FAA standards;
19. An appeal to any interpretation of this ordinance must be appealed to the Board of Adjustment.

Chapter 22, Section 185, Subsection 6 requires that the land upon which the off-street parking is located shall be owned or controlled by the same entity which owns or controls the land on which the principal use is located. The Planning Department has not received any documents pertaining to this requirement.

The applicant has not submitted a parking plan to the City that adequately shows that the gravel compound will abide by the standards of Chapter 22, Section 185, Subsections 7 and 9; Subsection 10 states that the Director can make a determination of the parking demand to be created by the proposed use, and the amount of parking thus determined shall be the off-street parking requirements for the permitted use.

The 2005 Comprehensive Plan has this area's intended future use as residential. This use's section does not make any reference to cell towers. However, because the R-1, R-2, and R-3 zoning districts also allow cell towers under a conditional use permit, that does not prevent this application from being permissible.

Being zoned Rural Agricultural (A-1), a Conditional Use Permit is required prior to getting approval to construct a communication/cell phone tower. The purpose of this zoning district is to protect undeveloped areas from intensive uses until a use pattern is approved beforehand. Being in close proximity to more intensive commercial uses as well as being on the same lot as a C-3 district, this area's use pattern would appear to allow for a cell tower.

Staff hereby recommends approval of the conditional use permit upon the following conditions:

1. The tower shall abide by the setback restrictions of Chapter 22, Section 175, Subsection 20 (B)(2) and the applicant shall submit a site plan that indicates thereof;
2. Sight-proof fence not less than seven feet in height from finished grade shall be installed;
3. No excess equipment or parts shall be stored within the site;
4. There shall never be any commercial advertising or signage on the site;
5. Upon a final inspection, the tower shall meet the minimum construction and structural load standards specified in the adopted building code;
6. A letter indicating why co-location on an existing tower is not feasible shall be submitted;
7. Upon installation of the tower, as-built plans to be kept on file with the City of Shawnee shall be submitted;
8. An annual inspection report on the tower as to compliance with FCC and FAA standards shall be submitted to the City of Shawnee;
9. Written assurance is submitted stating that the land upon which the off-street parking for the facility is located will be controlled by the same entity which controls the land on which the tower is located; and
10. A parking plan to verify that the gravel compound for parking shall meet the standards of Chapter 22, Section 185 of the City of Shawnee Zoning Code.

APPROVE

APPROVE WITH CONDITIONS

DENY

Two letters of protest have been received regarding this item. The concerns of the author of the first protest letter, Linda White, who was not on the submitted bonded abstractor's list, are alleged health risks to those who live nearby cell towers, alleged negative effects on property values of homes near the tower, the tower not being aesthetically pleasing in the eyes of the property owner, and alleged possible interference with other personal electronic signals (televisions, computers, etc.).

The author of the second protest letter, the Housing Authority of the Sac and Fox Nation, has submitted a letter of protest recommending the application be rejected, claiming that this cell tower would create safety issues for tenants located in the neighborhood, possibly effect property values in a negative manner, that the tower would not benefit the neighborhood aesthetically, and possibly interfere with other personal electronic signals.

ATTACHMENTS:
(CIRCLE)

SUBMITTED
PLANS

PUBLIC HEARING
PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

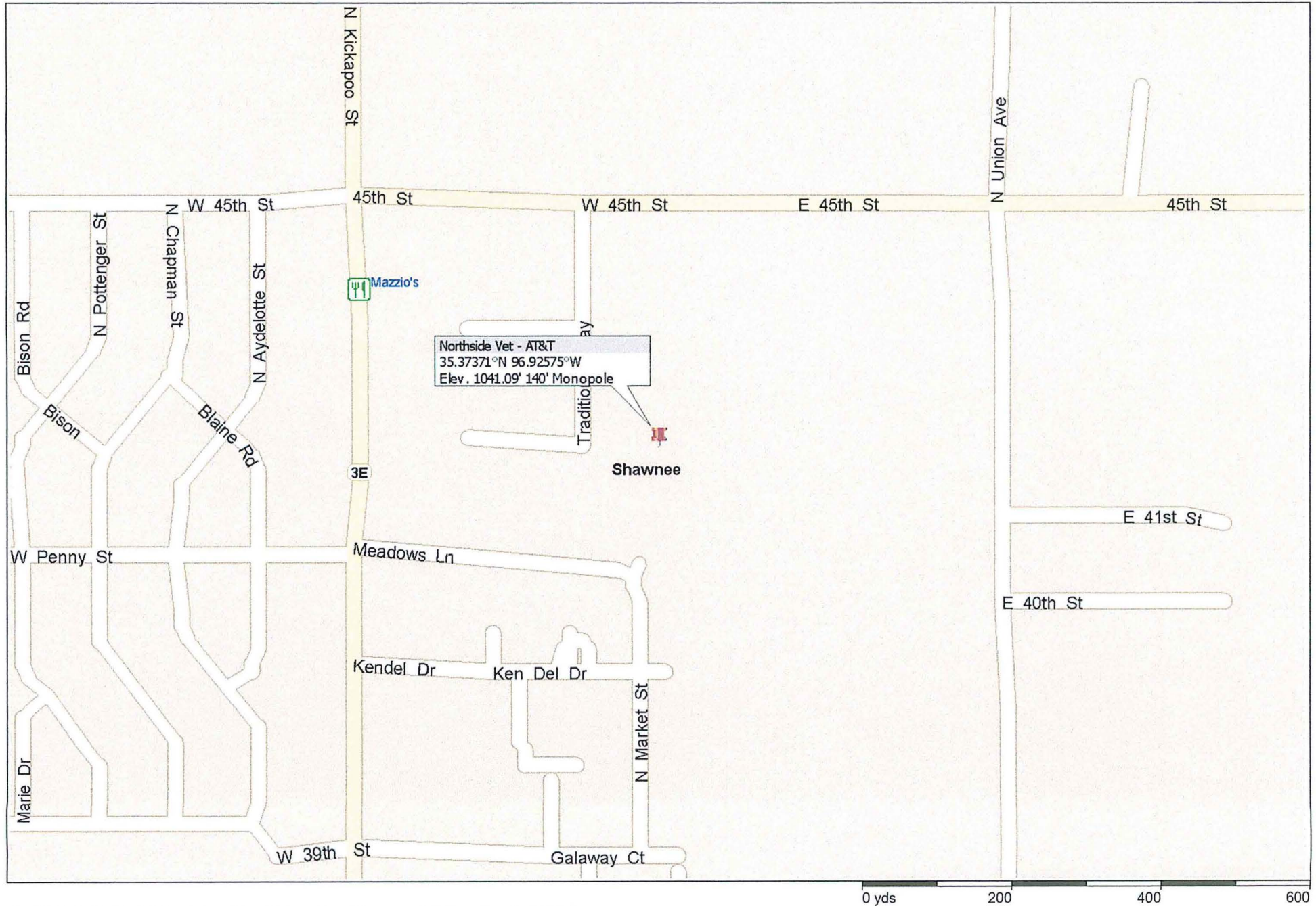
AGENCY COMMENTS

RESPONSE TO STANDARDS

Exhibit 1: Site Map

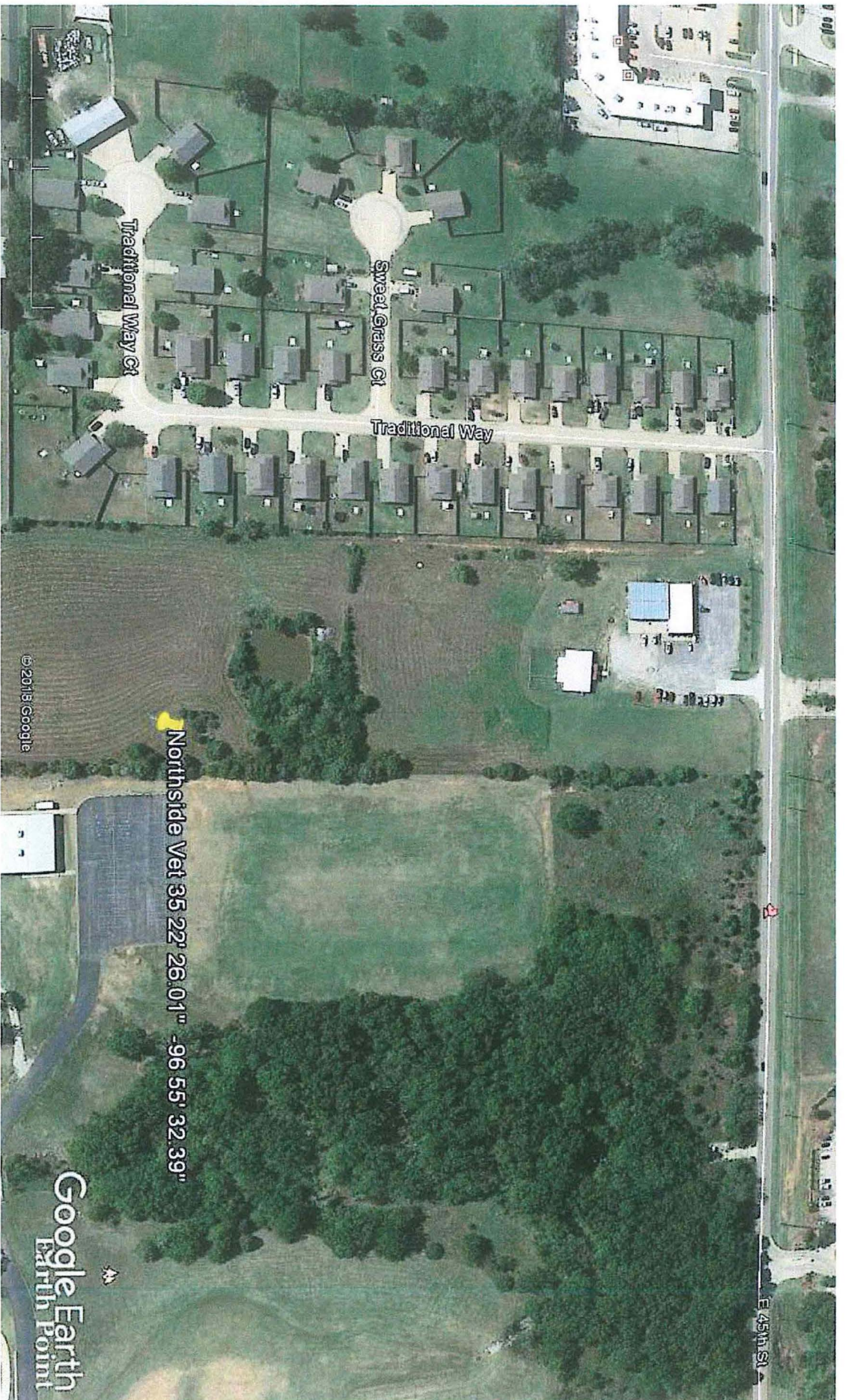
Exhibit 2: Site Plan

AT&T Sites Map 2017



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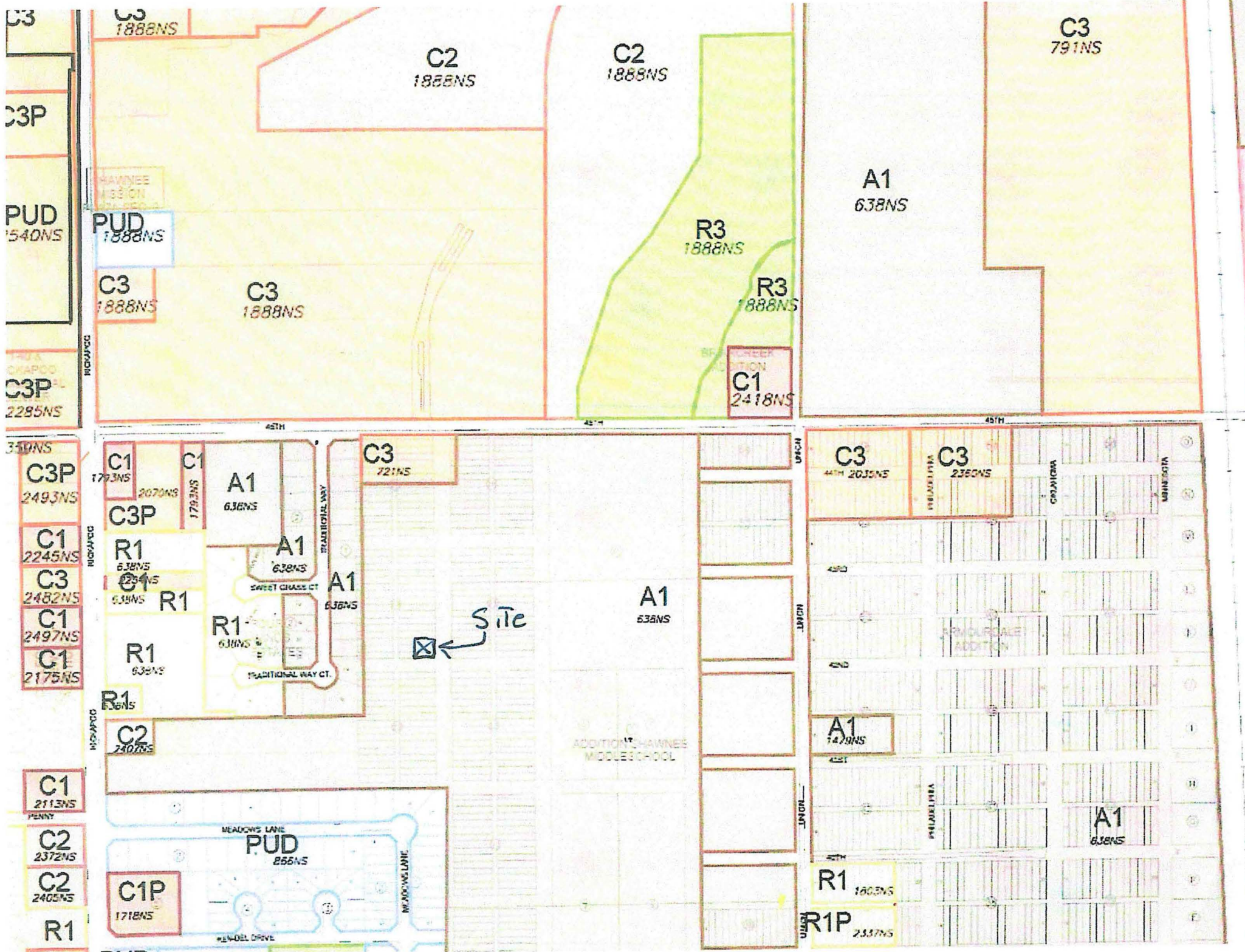
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Google Earth

feet
meters

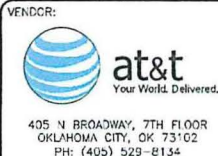






NSB

TYPE SATN73 SHELTER CONFIGURATION



CRB
CONSTRUCTION
COMPANIES LLC

CRR COMPANIES, LLC
116 S BOSTON AVE STE 21
TULSA, OKLAHOMA 74119
(918) 242-4551

PRODUCED BY:



**SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC.
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499**

SITE NAME:
NORTH KICKAPOO

SITE NUMBER:
OK1493

SITE ADDRESS:
125 WEST 45TH STREET
SHAWNEE OK 74804

ENGINEER:



10/15/18

PF #22174 EXP 11/30/2019

NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWM
0	10/15/18	CONST. ISSUE	JWM

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:	PROJECT #:	REVISION
T1	OK1493 BY: JWM CKD BY: JWM	0

SITE INFORMATION

SITE TYPE: MONOPOLE
SITE NAME: NORTH KICKAPOO
SITE NUMBER: OK1493
SITE ADDRESS: 125 WEST 45TH STREET
SHAWNEE, OK 74804
COUNTY: POTTAWATOMIE COUNTY
JURISDICTION: CITY OF SHAWNEE
TAX PARCEL: N/A
OCCUPANCY TYPE: UNMANNED
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR
HUMAN HABITATION.
APPLICANT: AT&T
AT&T WIRELESS
405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
RANDY ROSSON
(405) 529-8134
PROPERTY OWNER:
NORTHSIDE VETERINARY HOSPITAL
1-405-273-3700

SITE COORDINATES (NAD 83):
 LATITUDE: N. 35° 22' 25.355"
 LONGITUDE: W. -96° 55' 32.698"
 GROUND ELEVATION: 1041.09' (AMSL)

SURVEYOR:

TOWER OWNER:

AT&T
TBD
TBD, TBD, TBD

SITE NAME: NORTH KICKAPOO
SITE NUMBER: OKI01493

DESIGNER:
BRANCH COMMUNICATIONS, LLC
1516 SOUTH BOSTON AVE. STE 215
TULSA, OK. 74119
CONTACT: JAMES W MCCOY
PHONE: (918) 261-1875

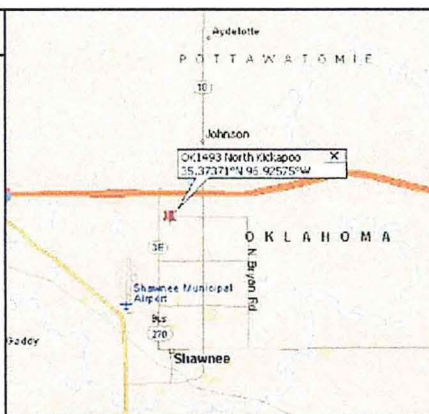
ARCHITECT/ENGINEER:
SPECIALTY TELECOMMUNICATIONS SERVICES, LLC
PROFESSIONAL ENGINEERS AND CONSULTANTS
13431 N. BROADWAY, STE 120
OKLAHOMA CITY, OK. 73114
CONTACT: SAMUEL CURTIS
PHONE: (405) 753-7167

GAS COM
CNG
1-405-3

GAS COMPANY:
CNG
1-405-321-3300

TELEPHONE COMPANY:
AT&T FIBER
1-580-924-3600

POWER COMPANY:
OG&E
1-888-988-9747



VICINITY MAP

N.T.S.



LOCATION MAP

N.T.S.

DRIVING DIRECTIONS

JPLANI 405 N URCAWAYA AVE, OKMOWA CITY, OK 73102 OR BLEAN A MCCLAVE AVE (EAST) 76 YDS TURN LEFT (NORTH)-WLSLT) INTO H L K
 BAYLORD BLVD, THEN IMMEDIATELY BEAR RIGHT (NORTH) ON/O N O'DANAWAY AVE 0.1 MI TURN RIGHT (EAST) INTO (IHW) 5TH ST 0.3 MI KEEP
 STRAIGHT ON/O RAMP *0 YDS TAKE RAMP (RIGHT) INTO -1.235 [US-77] 0.9 MI AT EX11 A, TAKE RAMP (LEFT) INTO -1.40 [US-270] 0.6 MI
 ROAD NAME CHANGES TO -135 [I-40] 0.9 MI TAKE RAMP (LEFT) INTO [US-270] 32.1 MI AT EXIT 165, TURN RIGHT ON/O RAMP 0.2
 MI TURN RIGHT (SOUTH) INTO SR-36 (N KICKAPOO) INTO 0.4 MI TURN LEFT (EAST) INTO 45TH ST [W 45TH ST] 0.2 MI
 INTO TRADITIONAL WAY 0.2 MI TURN LEFT (EAST) INTO LOCAL ROAD (S) 98 YDS ARRIVE C11493 NORTH KICKAPOO

A&E DRAWING REVIEW

TITLE:	SIGNATURE:	DATE:
AT&T CONSTRUCTION MGR:		
RF ENGINEER:		
CON'YING APPROVAL:		
SITE ACQUISITION:		
PROPERTY OWNER:		

STATUS CODE:	
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1	ACCEPTED-WITH OR NO COMMENTS, CONSTRUCTION MAY PROCEED
2	NOT ACCEPTED-RESOLVE COMMENTS AND RESUBMIT

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

ONE CALL NUMBER:



**CALL OKIE
ONE CALL 811
(800) 522-6543
CALL 3 WORKING DAYS
BEFORE YOU DIG!**

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

BUILDING/DWELLING CODE: IBC 2015
STRUCTURAL CODE: IBC 2015
PLUMBING CODE: IPC 2015
MECHANICAL CODE: IMC 2016
ELECTRIC CODE: NEC 2015
FIRE/LIFE SAFETY CODE: IBC 2015, IFC 2016, NFOA 101, OSHA 1926

EXHIBIT

DIVISION 1 – GENERAL REQUIREMENTS

1.1 INTENT

- A. THESE SPECIFICATIONS AND CONSTRUCTION DRAWINGS ACCOMPANYING THEM DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
- B. THE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO BE FULLY EXPLANATORY AND SUPPLEMENTARY, HOWEVER, SHOULD ANYTHING BE SHOWN, INDICATED OR SPECIFIED ON AND NOT THE OTHER, IT SHALL BE ACCOMPLISHED AS IF SHOWN, INDICATED OR SPECIFIED IN BOTH.
- C. THE INTENTION OF THE DOCUMENTS IS TO INCLUDE ALL LABOR AND MATERIALS REASONABLY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK STIPULATED IN THE CONTRACT.
- D. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DESIGNATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
- E. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE CONSIDERED AS PART OF THE WORK. NO CHANGES THAT ALTER THE CHARACTER OF THE WORK WILL BE MADE OR PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

1.2 CONFLICTS

- A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DIFFERENCE BETWEEN ACTUAL DIMENSIONS AND DIMENSIONS INDICATED ON THE CONSTRUCTION DRAWINGS. ANY SUCH DISCREPANCY IN DIMENSION WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
- B. THE BIDDER, IF AWARDED THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR THING CONCERNING WHICH SUCH BIDDER MIGHT HAVE BEEN FULLY INFORMED PRIOR TO BIDDING.
- C. NO PLA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

1.3 CONTRACTS AND WARRANTIES

- A. EACH CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE BUILDING PERMIT AT THE LOCAL JURISDICTION AS THE CONTRACTOR-OF-RECORD, AND PROVIDING JURISDICTION WITH ALL PROOF REQUIRED TO OPERATE AS A CONTRACTOR IN THAT JURISDICTION. THE CONTRACTOR SHALL BE REIMBURSED ONLY THE AMOUNT OF ANY FEE PAID AS FOLLOWS:

1. PLAN REVIEW FEE.
2. BUILDING PERMIT FEE.
3. CONNECTIONS AND INSPECTIONS FEE.

- B. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.

1.4 STORAGE

ALL MATERIALS MUST BE STORED IN A LEVEL AND DRY FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK. ANY STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

1.5 CLEAN UP

- A. THE CONTRACTORS AT ALL TIME SHALL KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR EMPLOYEES AT WORK AND AT THE COMPLETION OF THE WORK, THEY SHALL REMOVE ALL RUBBISH FROM AND ABOUT THE BUILDING AREA, INCLUDING ALL THEIR TOOLS, SCAFFOLDING AND SURPLUS MATERIALS AND SHALL LEAVE THEIR WORK CLEAN AND READY FOR USE EXCEPT VISUALLY INSPECTED EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER REGION MATTER.

1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
2. IF NECESSARY TO ACHIEVE A UNIFORM DEGREE OF CLEANLINESS, HOSES DOWN THE EXTERIOR OF THE STRUCTURE.

- C. INTERIOR: VISUALLY INSPECT INTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, SMUDGES AND OTHER FOREIGN MATTER FROM WALLS/FLOOR/CEILING.

1. REMOVE ALL TRACES OF SPLASHED MATERIALS FROM ADJACENT SURFACES.
2. REMOVE PAINT DROPPINGS, SPOTS, STAINS AND DIRT FROM FINISHED SURFACES.

1.6 CHANGE ORDER PROCEDURE

- A. THE CONTRACTOR CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/ OR THE CONTRACTOR INVOLVED. THE CONTRACTOR, UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES IN THE CONTRACT AMOUNT AND PRESENT TO THE OWNER WITHIN 72 HOURS FOR APPROVAL. SUBMIT REQUESTS FOR SUBSTITUTIONS IN THE FORM AND IN ACCORDANCE WITH PROCEDURE REQUIRED FOR CHANGE ORDER PROPOSALS. ANY CHANGES IN SCOPE OF WORK OR MATERIALS WHICH ARE PERFORMED BY THE CONTRACTOR WITHOUT WRITTEN CHANGE ORDER AS DESCRIBED AND APPROVED BY THE OWNER SHALL PLACE FULL RESPONSIBILITY OF THESE ACTIONS ON THE CONTRACTOR.

1.7 RELATED DOCUMENTS AND COORDINATION

- A. GENERAL CARPENTRY, ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. IN PERFORMANCE OF THE WORK, THE CONTRACTOR MUST REFER TO ALL DRAWINGS. ALL COORDINATION TO BE RESPONSIBILITY OF THE CONTRACTOR.

1.8 SHOP DRAWINGS

- A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE SPECIFICATIONS TO THE OWNER FOR APPROVAL.
- B. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO BEING SUBMITTED TO THE OWNER.

1.9 PRODUCTS AND SUBSTITUTIONS

- A. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION. IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS.
- B. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS AND MATERIALS BEING INSTALLED. THE CONTRACTOR SHALL, IF DEEMED NECESSARY BY THE OWNER, SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN USE OF CUT SHEETS.

1.10 QUALITY ASSURANCE

- A. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:

- ANSI TIA/EIA – 222 – G
- BC 2015 INTERNATIONAL BUILDING CODE W/ AMENDMENTS
- BUILDING OFFICIALS AND CODE ADMINISTRATORS (BOCA) IBC 2012
- NATIONAL ELECTRICAL CODE (NEC) WITH LOCAL AMENDMENTS 2009
- UNDERWRITER LABORATORIES APPROVED ELECTRICAL PRODUCTS
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- SPECIFICATIONS (AISC)
- LIFE SAFETY CODE NFPA – 101-IBC 2012

1.11 ADMINISTRATION

- A. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL BE SUBMITTED TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
- B. SUBMIT A BAR LIKE PROGRESS CHART NOT MORE THAN 3 DAYS AFTER THE DATE ESTABLISHED FOR COMMENCEMENT OF THE WORK ON THE SCHEDULE, INDICATING A TIME BAR FOR EACH MAJOR CATEGORY OR UNIT OF WORK TO BE PERFORMED AT SITE, PROPERLY SEQUENCED AND COORDINATED WITH OTHER ELEMENTS IN ADVANCE OF THE DATE ESTABLISHED FOR SUBSTANTIAL COMPLETION OF THE WORK.
- C. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS WOULD INCLUDE (THOUGH NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL TELEPHONE COMPANY, TOWER ERECTION FOREMAN (IF SUBCONTRACTED).
- D. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A BEEPER. THIS EQUIPMENT WILL NOT BE SUPPLIED BY THE OWNER, NOR WILL WIRELESS SERVICE BE ARRANGED.
- E. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WILL WEAR HARD HATS AT ALL TIMES. CONTRACTOR WILL COMPLY WITH ALL WORK SAFETY REQUIREMENTS IN THEIR AGREEMENT.
- F. CONTRACTOR MUST PROVIDE WRITTEN DAILY UPDATES ON SITE PROGRESS TO THE OWNER.
- G. A COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
- H. NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.

1.12 INSURANCE AND BONDS

- A. CONTRACTOR AT THEIR OWN EXPENSE SHALL CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED AND SHALL NOT COMMENCE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATING ALL COVERAGE TO THE OWNER. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.
- B. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
- C. CONTRACTOR MUST PROVIDE PROOF OF INSURANCE.

DIVISION 2 – SITE WORK AND DRAINAGE

1.1 WORK INCLUDED:

REFER TO THE SURVEY AND SITE PLAN FOR WORK INCLUDED.

1.2 RELATED WORK

- B. INSTALLATION OF ANTENNA SUPPORT SYSTEM

1.5 SEQUENCING

- A. CONFIRM SURVEY STAKES AND SET ELEVATION STAKES PRIOR TO ANY CONSTRUCTION.
- B. IF REQUIRED, GRADE, SEED, FERTILIZED AND MULCH DISTURBED AREAS IMMEDIATELY AFTER BRINGING THE SITE AND ACCESS ROAD TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH.
- C. REMOVE GRAVEL FROM TEMPORARY CONSTRUCTION ZONE.

1.7 WARRANTY

- A. IN ADDITION TO THE WARRANTY ON ALL CONSTRUCTION COVERED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL REPAIR ALL DAMAGE TO SURROUNDING PROPERTY CAUSED BY CONSTRUCTION.
- B. DISTURBED AREAS WILL REFLECT GROWTH OF NEW GRASS COVER PRIOR TO FINAL INSPECTION.

2.1 MATERIALS

- A. SITE MATERIALS: FILL MATERIAL – ACCEPTABLE SELECT FILL SHALL BE IN ACCORDANCE WITH LOCAL DEPARTMENT OF HIGHWAY AND PUBLIC TRANSPORTATION STANDARDS SPECIFICATION.
- B. SOIL STABILIZER FABRIC SHALL BE MIRAFI – 500X.
- C. NON-STRUCTURAL SITE CONCRETE SHALL BE 3000 PSI BREAKING STRENGTH AT 28 DAYS, COMPLY WITH GENERAL PROVISIONS OF DIVISION 3 CONCRETE SPECIFICATIONS.

2.2 EQUIPMENT

- A. COMPACTING SHALL BE ACCOMPLISHED BY MECHANICAL MEANS. LARGER AREA SHALL BE COMPACTED BY SHEEPS FOOT, VIBRATOR OR RUBBER TIRE ROLLERS WEIGHING AT LEAST FIVE TONS. WATER TREATMENT MAY BE REQUIRED TO OBTAIN COMPACTION. SMALLER AREAS SHALL BE COMPACTED BY POWER-DRIVE, HAND HELD TAMPERS.

3.1 INSPECTIONS

LOCAL BUILDING INSPECTION SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS.

3.2 PREPARATION

- A. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION EFFORTS GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES BELOW ORIGINAL GROUND LEVEL.
- B. UNLESS OTHERWISE INSTRUCTED BY THE OWNER, REMOVE TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILL.
- C. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, REMOVE SOFT SPOTS AND COMPACT TO 95% STANDARD PROCTOR.
- D. WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, LINE THE GRUBBED AREAS WITH STABILIZER MAT PRIOR TO REPLACEMENT OF FILL OR BASE MATERIAL.

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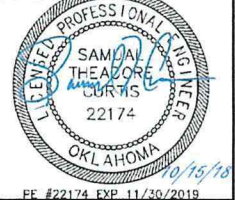
SITE NUMBER:

OK1493

SITE ADDRESS:

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SHAWNEE OK 74804

ENGINEER:



NO	DATE	DESCRIPTION	BY
A	8/12/18	PRELIM ISSUE	JWM
D	10/15/18	CONST ISSUE	JWM
SHEET TITLE:			
GENERAL NOTES			
SHEET NUMBER:	PROJECT #:	REVISION:	
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3.3 INSTALLATION

- A. CLEAR EXCESS SPOILS, IF ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF THE OWNER'S LEASE PROPERTY UNLESS AUTHORIZED BY PROJECT MANAGER, IN WRITING.
- B. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND TO LEASE LINE.

3.4 FIELD QUALITY CONTROL

- A. COMPACTION SHALL BE 90% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 FOR SITE WORK AND 95% UNDER PLATFORM AREA. SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE.

3.5 QUALITY ASSURANCE

- A. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE E ZINC, 1.8 OUNCES PER SQUARE FOOT.

3.6 APPLICABLE STANDARDS

- A. ASTM-A120 SPECIFICATION FOR PIPE, STEEL BLACK AND HOT-DIPPED ZINC COATED (GALVANIZED) WELDED AND SEAMLESS FOR ORDINARY USES.
- B. ASTM-123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
- C. ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE.
- D. ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK FENCE FABRIC.
- E. ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED CHAIN LINK FENCE FABRIC.
- F. ASTM-A575 STANDARD SPECIFICATION FOR STEEL SHEET ZINC COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
- G. ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP STRUCTURAL QUALITY.
- H. ASTM-A585 SPECIFICATION FOR ALUMINUM COATED STEEL BARBED WIRE.

EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT. EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS. CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.

SPECIAL CONSTRUCTION TOWER & ANTENNA INSTALLATION

1.1 WORK INCLUDED

- A. IF REQUIRED, ERECT FURNISHED TOWER.
- B. GROUND TOWER TEMPORARILY DURING ERECTION. GROUNDING SHOULD INCLUDE BASE(S) AND ANCHORS.
- C. IF REQUIRED, INSTALL THREE (3) SIDE ARMS, CONSISTING OF OWNER REPRESENTATIONS.
- D. INSTALL ANTENNAS AS INDICATED ON DRAWINGS AND OWNER SPECIFICATION.
- E. INSTALL GALVANIZED STEEL ANTENNA MOUNTS AS INDICATED ON DRAWINGS.
- F. INSTALL FURNISHED GALVANIZED STEEL WAVE GUIDE LADDER.
- G. INSTALL WAVE GUIDE BRIDGE AS INDICATED ON DRAWING.
- H. SUPPLY AND INSTALL ONE INSULATED GROUND BAR AT EQUIPMENT CABINET.
- I. SUPPLY AND INSTALL GROUNDING KITS WITH LONG BARREL DOUBLE CRIMPED COMPRESSION LUGS, (S.M. TO ANDREW-22370002 OF APPROVED EQUAL) ATOP TOWER BASE BEFORE ENTERING THE EQUIPMENT. GROUNDING LEADS TO BE CONNECTED TO INSULATED GROUND BAR.
- A. ASSIST OWNER TECHNICIANS IN PERFORMING SWEPT TEST OF INSTALLED COAX.
- B. CONCRETE PIERS FOR FOUNDATIONS SHALL BE DRILLED AND POURED ON THE SAME DAY.

2.2 RELATED WORK

2.3 REQUIREMENTS OF REGULATOR AGENCIES

- A. FURNISH U.L. LISTED EQUIPMENT WHERE SUCH LABEL IS AVAILABLE, INSTALL IN CONFORMANCE WITH U.L. STANDARDS WHERE APPLICABLE.
- B. INSTALL ANTENNA, ANTENNA CABLES AND GROUNDING SYSTEM IN ACCORDANCE WITH DRAWINGS AND SPECIFICATION IN EFFECT AT PROJECT LOCATION AND RECOMMENDATIONS OF STATE AND LOCAL BUILDING CODES, SPECIAL CODES HAVING JURISDICTION OVER SPECIFIC PORTIONS OF WORK, THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

1. EIA - ELECTRONIC INDUSTRIES ASSOCIATION "EIA-222-G, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES.
2. FAA - FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULAR AC 70/7460-1H, OBSTRUCTION MARKING AND LIGHTING.
3. FCC - FEDERAL COMMUNICATIONS COMMISSION RULES AND REGULATIONS FORM 715, OBSTRUCTION MARKING AND LIGHTING SPECIFICATIONS FOR ANTENNA STRUCTURES.
4. AISI - AMERICAN INSTITUTE OF STEEL CONSTRUCTION SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS.

5. NEC - NATIONAL ELECTRICAL CODE - ON TOWER LIGHTING KITS.
6. UL - UNDERWRITER'S LABORATORIES APPROVED ELECTRICAL PRODUCTS.
7. IN ALL CASES, PART 77 OR THE FAA RULES AND PARTS 17 AND 22 OF THE FCC RULES ARE APPLICABLE AND IN THE EVENT OF CONFLICT, SUPERSEDE ANY OTHER STANDARDS OR SPECIFICATIONS.
8. IRC 2012 LIFE SAFETY CODE NFPA - 101

3.3 INSTALLATION

- A. THE ACCESS ROAD SHALL BE BROUGHT TO BASE COURSE ELEVATION PRIOR TO FOUNDATION CONSTRUCTION.
- B. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
- C. THE CONTRACT INCLUDES ALL NECESSARY GRADING, BANKING, DITCHING AND UNLESS OTHERWISE INDICATED, COVERING TWO INCHES OF SURFACE COURSE. ALL ROADS OR ROUTES UTILIZED FOR ACCESS TO THE SITE, COMMENCING AT THE POINT OF INTERSECTION WITH THE NEAREST PUBLIC THOROUGHFARE, ARE INCLUDED IN SCOPE UNLESS OTHERWISE NOTED.
- D. WHEN APPROVING AN EXISTING ACCESS ROAD, GRADE THE EXISTING ROAD TO REMOVE ANY ORGANIC MATTER AND SMOOTH THE SURFACE BEFORE PLACING FILL OR SLOPE.
- E. PLACE FILL OR STONE IN 6 INCH MAXIMUM LIFTS AND COMPACT BEFORE PLACING NEXT LIFT.
- F. THE FINISH GRADE, INCLUDING TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE (100') BEYOND THE SITE FENCE AND SHALL COVER THE AREA AS INDICATED.
- G. RIP RAP SHALL BE APPLIED TO THE SIDES SLOPES OF ALL FENCED SITE AREAS, PARKING AREAS AND TO ALL OTHER SLOPES GREATER THAN 2 : 1.
- H. RIP RAP SHALL BE APPLIED TO THE SIDES OF SIDES OF DITCHES OR DRAINAGE SWALES AS INDICATED ON PLANS.
- I. RIP RAP ENTIRE DITCH FOR SIX FEET IN ALL DIRECTIONS AT CULVERT OPENINGS.
- J. SEED, FERTILIZER AND STRAW COVER SHALL BE APPLIED TO ALL OTHER DISTURBED AREAS AND DITCHES, DRAINAGE, SWALES, NOT OTHERWISE RIP-RAPPED.
- K. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES OR CULVERTS BE PLACED SO THEY DIRECT WATER TOWARDS, OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SITE, IF OWNER DESIGNS OR ELEVATIONS CONFLICT WITH THIS GUIDANCE ADVISE THE OWNER IMMEDIATELY, IN WRITING.
- L. IF DITCH LIES WITH SLOPES GREATER THAN TEN PERCENT, MOUND DIVERSIONARY HEADWALLS IN THE DITCH AND RIP RAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET ABOVE THE CULVERT ENTRANCE.
- M. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. GRADE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- N. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- O. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDS AND LANDSCAPED AREAS BY WATERING UP TO THE POINT OF RELEASE FROM THE CONTRACT. CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

3.5 PROTECTION

- A. PROTECT SEEDING AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATE.
- B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE CONTRACT WILL BE WRAPPED, TIED WITH HOSE PROTECTION WIRE AND SECURED TO 2 1/2 INCH x 2 INCH x 4 FOOT STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.
- C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

FENCE (IF REQUIRED)

1.1 WORK INCLUDED

REFER TO SITE PLANS FOR SIZE AND LOCATION OF FENCE AND GATES TO BE INSTALLED.

1.2 RELATED WORK

- A. COORDINATE FENCE GROUNDING WITH ELECTRICAL SUBCONTRACTOR.
- B. REFER TO DIVISION 2 - CONCRETE FOR SPECIFICATION OF CONCRETE AND GROUT.

1.4 SEQUENCING

- A. IF THE SITE AREA HAS BEEN BROUGHT ON TO SURFACE COURSE ELEVATION PRIOR TO FENCE CONSTRUCTION, FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SIDE SURFACE COURSE.

1.5 SUBMITTALS

- A. MANUFACTURER'S DESCRIPTIVE LITERATURE.
- B. CERTIFICATE OF COMPLIANCE THAT SPECIFICATIONS HAVE BEEN MET.

2.1 FENCE MATERIAL

- A. ALL FABRIC WIRE, RAILS, POLES, HARDWARE AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- B. FABRIC SHALL BE SIX FOOT HIGH (VERIFY W/PROJECT MANAGER) TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FOR THE TOP AND BOTTOM EDGES, FABRIC SHALL CONFORM TO SPECIFICATIONS OF ASTM A-392 CLASS 1.
- C. ALL POSTS SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER (OO PER FENCE INDUSTRY STANDARD).

LINE	2 5/8 INCHES
CORNER	4 INCHES
GATE	4 INCHES

- D. ALL TOP AND BRACE RAILS SHALL BE 1 1/4" DIAMETER SCHEDULE - 40 MECHANICAL SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.
- E. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- F. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64356 HINGE ADAPTER WITH MODEL 6409, 188 DEGREE ATTACHMENT, OR EQUAL.
- G. THE GUIDE (LATCH ASSEMBLY) SHALL BE MERCHANTS METAL MODEL 2083, OR EQUAL.
- H. LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
- I. ALL STOPS SHALL HAVE KEEPERS CAPABLE OF HOLDING THE GATE LEAF IN THE OPEN POSITION.
- J. DOUBLE GATE SHALL HAVE A HEIGHT PLUNGER BAR WITH DOME CAP.
- K. A NO. 9 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH RAND CLIPS AT CORNER AND GATE POSTS.
- L. PLACE A SIX INCH BY 1/2 INCH DIAMETER EYE-BOLT TO HOLD TENSION WIRE AT LINK POSIS.
- M. STRETCHER BARS SHALL BE 3/16 BY 3/4 INCH OR HAVE EQUIVALENT CROSS SECTION AREA.
- N. ALL CORNER GATE AND END PANELS SHALL HAVE A 3/8 INCH TRUSS ROD WITH TURNBUCKLES.
- O. ALL POST EXCEPT GATE POST SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
- P. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO THE CLIPS, RAND CLIPS AND TENSION BAND CLIPS.
- Q. BARBED WIRE GATE GUARDS SHALL BE FITTED WITH DOME CAPS.
- R. BARBED WIRE SUPPORT AND SHALL BE CAST IRON WITH SET BOLT AND LOCK WIRE IN THE ARM.
- S. ALL CAPS SHALL BE CAST IRON.
- T. CONCRETE WILL BE MIXED PRIOR TO INSERTION INTO FENCE POST HOLE.

EXECUTION

3.1 EQUIPMENT

EXCAVATE POST HOLES WITH MECHANICAL AUGER EQUIPMENT.

3.2 INSPECTION

EXCAVATE POST HOLES PER CONSTRUCTION DOCUMENTS. CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS.

3.3 INSTALLATION

- A. POST FOUNDATIONS SHALL HAVE A MINIMUM SIX-INCH CONCRETE COVER UNDER POST.
- B. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB WITHIN ONE INCH IN EIGHT FEET.
- C. AT CORNER POSTS, GATE POSTS AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED STRETCHER AND TENSION BAND-CLIPS AT 15 INCH INTERVALS.
- D. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BANDS-CLIPS AT 15 INCH INTERVALS.
- E. ATTACH FABRIC TO BRACE RAILS, TENSION WIRE TRUSS RODS WITH THE CLIPS AT FOOT INTERVALS.
- F. A MAXIMUM GAP OF TWO INCHES WILL BE PERMITTED BETWEEN THE CHAIN LINK FABRIC AND THE FINAL GRADE.
- G. GATE SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES.
- H. CONCRETE FOR FENCE POST SHALL HAVE A MINIMUM OF 2,500 PSI BREAKING STRENGTH AT 28 DAYS.

3.4 PROTECTION

UPON COMPLETION OF ERECTION, INSPECT FENCE MATERIAL AND PAINT FIELD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZED PROCESS.

VENDOR:



PRODUCED BY:



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NO	DATE	DESCRIPTION	BY
A	5/12/18	PRELIM ISSUE	JWM
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SHEET TITLE:			
GENERAL NOTES			
SHEET NUMBER: GN2		PROJECT #:	REVISION:
		OK1493	
		BY: JWM	CKD BY: JWM
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ELECTRICAL NOTES

SCOPE

1. SHALL INCLUDE ALL LABOR, MATERIALS AND APPLIANCES REQUIRED FOR THE FURNISHING, INSTALLING AND TESTING, COMPLETE AND READY FOR OPERATION OF ALL WORK SHOWN ON THE DRAWING AS SPECIFIED HEREIN:

1. ELECTRIC SERVICE
2. CONDUIT AND RACEWAY
3. CONDUCTORS
4. MISCELLANEOUS MATERIALS
5. TELEPHONE CONDUITS
6. LIGHTNING ARRESTING SYSTEM

CODES

1. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE LAWS AND CODES. THESE INCLUDE BUT ARE NOT LIMITED TO THE LATEST EDITIONS OF:

- A. THE NATIONAL ELECTRICAL SAFETY CODE
- B. THE NATIONAL ELECTRIC CODE - NFPA-70
- C. LOCAL AND STATE AMENDMENTS
- D. REGULATIONS OF THE SERVING UTILITY COMPANY

2. ALL PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.

3. AFTER COMPLETION AND FINAL INSPECTION OF THE WORK, THE OWNER SHALL BE FURNISHED A CERTIFICATE OF COMPLETION AND APPROVAL.

TESTING

1. UPON COMPLETION OF THE INSTALLATION, OPERATE AND ADJUST ALL EQUIPMENT AND SYSTEMS TO MEET SPECIFIED PERFORMANCE REQUIREMENTS. ALL TESTING SHALL BE DONE BY QUALIFIED PERSONNEL.

GUARANTEE

1. IN ADDITION TO THE GUARANTEE OF THE EQUIPMENT BY THE MANUFACTURER, EACH PIECE OF EQUIPMENT SPECIFIED HEREIN SHALL ALSO BE GUARANTEED FOR DEFECTS OF MATERIAL OR WORKMANSHIP OCCURRING DURING A PERIOD OF ONE (1) YEAR FROM FINAL ACCEPTANCE OF THE WORK BY THE OWNER. WITHOUT EXPENSE TO THE OWNER ALL WARRANTY CERTIFICATES & GUARANTEES FURNISHED BY THE MANUFACTURERS SHALL BE TURNED OVER TO THE OWNER.

COORDINATION

1. CONTRACTOR SHALL COORDINATE ALL WORK WITH THE POWER AND TELEPHONE COMPANIES AND SHALL COMPLY WITH ALL SERVICE REQUIREMENTS OF EACH UTILITY COMPANY.

EXAMINATION OF SITE

1. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL VISIT THE SITE OF THE JOB AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED ELECTRICAL INSTALLATION AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. FAILURE TO COMPLY WITH THE INTENT OF THIS PARAGRAPH WILL IN NO WAY RELIEVE THE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM OR SYSTEMS.

CUTTING, PATCHING AND EXCAVATION

1. COORDINATION OF ALL SLEEVES, CHASES, ETC., WILL BE REQUIRED PRIOR TO THE CONSTRUCTION OF ANY PORTION OF THE WORK. ALL CUTTING AND PATCHING OF WALLS, PARTITIONS, FLOORS, AND CHASES IN CONCRETE, WOOD, STEEL OR MASONRY SHALL BE DONE AS PROVIDED ON THE DRAWINGS.
2. ALL NECESSARY EXCAVATIONS AND BACKFILLING INCIDENTAL TO THE WORK UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWING SHALL BE PROVIDED BY THIS CONTRACTOR.
3. SEAL ALL PENETRATION THROUGH WALL AND FLOORS WITH APPROVED GROUT.

EXTERIOR CONDUIT

1. ALL EXPOSED CONDUIT SHALL BE NEATLY INSTALLED AND RUN PARALLEL OR PERPENDICULAR TO STRUCTURAL ELEMENTS. SUPPORTS AND MOUNTING HARDWARE SHALL BE HOT DIPPED GALVANIZED STEEL.

RACEWAYS

1. ALL CONDUCTORS SHALL BE INSTALLED IN CONDUIT. ALL CONDUIT SHALL BE RIGID STEEL, EMT OR SCH 40 PVC AS INDICATED ON THE DRAWINGS.
2. WHERE INSTALLED ON EXTERIORS AND EXPOSED TO DAMAGE, ALL CONDUIT SHALL BE RIGID STEEL. ALUMINUM CONDUIT SHALL NOT BE ALLOWED.
3. CONCEALED CONDUIT IN WALLS OR INTERIOR SPACES ABOVE GRADE MAY BE EMT.
4. UNDERGROUND CONDUITS SHALL BE RIGID STEEL OR SCHEDULE 40 PVC AS INDICATED ON THE DRAWINGS.
5. ALL CONDUIT RUNS SHALL USE APPROVED COUPLINGS AND CONNECTORS. PROVIDE INSULATED BUSHING FOR ALL CONDUIT TERMINATIONS. ALL CONDUIT RUNS IN A WET LOCATION SHALL HAVE WATER-PROOF FITTINGS.
6. PROVIDE SUPPORTS FOR ALL CONDUITS IN ACCORDANCE WITH NEC REQUIREMENTS. ALL CONDUITS SHALL BE SIZED AS REQUIRED BY NEC.
7. BURIAL DEPTH OF ALL CONDUITS SHALL BE AS REQUIRED BY CODE FOR EACH SPECIFIC CONDUIT TYPE AND APPLICATION.
8. CONDUIT ROUTES ARE SCHEMATIC. CONTRACTOR SHALL FIELD VERIFY BEFORE BID. COORDINATE ROUTE WITH WIRELESS CARRIER AND BUILDING OWNER.

EQUIPMENT

1. ALL DISCONNECT SWITCHES SHALL BE SERVICE ENTRANCE RATED, HEAVY DUTY TAPE.
2. NEW CIRCUIT BREAKERS SHALL BE RATED TO WITHSTAND THE MAXIMUM AVAILABLE FAULT CURRENT AS DETERMINED BY THE LOCAL UTILITY. CONTRACTOR SHALL VERIFY MAXIMUM AVAILABLE FAULT CURRENT, AND COORDINATE INSTALLATION WITH THE LOCAL UTILITY BEFORE STARTING WORK.

CONDUCTORS

1. FURNISH AND INSTALL CONDUCTORS CALLED FOR IN THE DRAWINGS. ALL CONDUCTORS SHALL HAVE TYPE THWN (MIN) (75° C) INSULATION, RATED FOR 600 VOLTS.
2. ALL CONDUCTORS SHALL BE COPPER. THE USE OF ALUMINUM CONDUCTORS SHALL NOT BE ALLOWED. ALL CONDUCTORS SHALL BE UL LISTED AND SHALL BE PROVIDED AND INSTALLED AS FOLLOWS:
 - A. MINIMUM WIRE SIZE SHALL BE #12 AWG.
 - B. ALL CONDUCTORS SIZE #8 AND LARGER SHALL BE STRANDED. CONDUCTORS SIZED #10 AND SMALLER MAY BE SOLID OR STRANDED.
 - C. CONNECTION FOR #10 AWG AND SMALLER SHALL BE BY TWISTING TIGHT AND INSTALLING INSULATED PRESSURE OR WIRE NUT CONNECTIONS.
 - D. CONNECTION FOR #8 AWG AND LARGER SHALL BE BY USE OF STEEL CRIMP-ON SLEEVES WITH NYLON INSULATOR.
3. ALL CONDUCTORS SHALL BE COLOR CODED IN ACCORDANCE WITH NEC STANDARDS.
4. THE RACEWAY SYSTEM SHALL BE COMPLETE BEFORE INSTALLING CONDUCTORS.

PENETRATIONS

1. CONTRACTOR SHALL COMPLY WITH UL PENETRATIONS DETAILS FOR PENETRATIONS OF ALL RATED WALLS, ROOF, ETC.

GROUNDING

1. ALL ELECTRICAL NEUTRALS, RACEWAYS AND NON-CURRENT CARRYING PARTS OF ELECTRICAL EQUIPMENT & ASSOCIATED ENCLOSURES SHALL BE GROUNDED IN ACCORDANCE WITH NEC ARTICLE 250. THIS SHALL INCLUDE NEUTRAL CONDUCTORS, CONDUITS, SUPPORTS, CABINETS, BOXES, GROUND BUSSES, ETC. THE NEUTRAL CONDUCTOR FOR EACH SYSTEM SHALL BE GROUNDED BY ONE POINT ONLY.
2. PROVIDE GROUND CONDUCTOR IN ALL RACEWAYS.
3. PROVIDE BONDING AND GROUND TO MEET NFPA 780 - LIGHTNING PROTECTION AS A MINIMUM.
4. PROVIDE GROUNDING SYSTEM AS INDICATED ON THE DRAWINGS, AS REQUIRED BY THE NATIONAL ELECTRIC CODE AND RADIO EQUIPMENT MANUFACTURER.
5. ALL GROUNDING SYSTEM CONDUCTORS AND CONNECTIONS BELOW GRADE SHALL BE THERMAL WELDS AT GROUND RODS AND AT A MIN. OF 30" BLOW GRADE.
6. ALL INSTALLATIONS SHALL BE VERIFIED.
7. ALL GROUND WIRE SHALL BE #2 AWG SAFE SOLID TINNED COPPER UNLESS NOTED OTHERWISE.
8. ALL GROUND WIRES SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND RING WITH GRADUAL BEND AS REQUIRED. GROUND WIRES SHALL NOT BE LOOPED OR SHARPLY BENT.
9. THE CONTRACTOR SHALL COORDINATE INSTALLATION OF GROUND RODS AND GROUND RING WITH FOUNDATION AND UNDER GROUND CONDUIT.
10. EACH EQUIPMENT CABINET SHALL BE CONNECTED WITH (2) #2 AWG INSULATED SOLID TINNED COPPER WIRE TO GROUND BAR. EQUIPMENT CABINETS SHALL EACH HAVE (2) CONNECTIONS.
11. ANTENNA GROUND KITS SHALL BE FURNISHED BY AT&T AND INSTALLED BY ELECTRICAL CONTRACTOR.
12. KOPR-SHEILD ANTI-OXIDATION COMPOUND SHALL BE USED ON ALL GROUNDING CONNECTIONS.
13. ALL EXOTHERMIC CONNECTIONS SHALL BE INSTALLED UTILIZING THE PROPER CONNECTION/MOLD AND MATERIAL FOR THE PARTICULAR APPLICATION.
14. ALL BOLTED GROUNDING CONNECTIONS SHALL BE INSTALLED WITH A LOCK WASHER UNDER THE NUT. HARDWARE FOR BOLTED CONNECTIONS SHALL BE A MINIMUM OF 3/8" AND SHALL BE STAINLESS STEEL.
15. GROUNDING WIRE SHALL NOT BE INSTALLED OR ROUTED THROUGH HOLES IN ANY METAL OBJECTS OR SUPPORTS TO PRECLUDE ESTABLISHING A "CHOKER" POINT.
16. PLASTIC CLIPS OR METAL CLIPS WHICH DO NOT COMPLETELY SURROUND THE GROUNDING CONDUCTORS SHALL BE USED TO FASTEN AND SUPPORT GROUNDING CONDUCTORS. FERROUS METAL CLIPS WHICH COMPLETELY SURROUND THE GROUNDING CONDUCTOR SHALL NOT BE USED.
17. STANDARD BUSS BARS (CIGBE AND MIGB) SHALL BE FURNISHED AND INSTALLED. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD.
18. THE GROUNDING CONNECTION TO THE POWER AND TELCO SECTIONS OF THE PPC CABINET SHALL BE MADE BY CONNECTION A CONDUCTOR FROM THE GROUND RING TO THE FACTORY FURNISHED BUSS BAR IN EACH COMPARTMENT.
19. THE CONTRACTOR SHALL SUPPLY AT&T WITH RESULTS FROM PRE-CONSTRUCTION (CO-LOCATION ONLY) AND POST-CONSTRUCTION OHM TESTING (GROUND) RESULTS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A "FALL OF POTENTIAL" TEST ON THE NEW SUPPLEMENTAL GROUND FIELD PRIOR TO FINAL CONNECTION OF THE GROUNDING SYSTEM TO EQUIPMENT. THE TEST SHALL BE PERFORMED BY A QUALIFIED AND CERTIFIED TESTING AGENT. PROVIDE INDEPENDENT TEST RESULTS TO THE PROJECT MANAGER FOR REVIEW. THE GROUND SYSTEM RESISTANCE TO EARTH SHALL NOT EXCEED 5 OHMS. IF THE GROUND TEST EXCEEDS THE MAX. OF 5 OHMS, THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADDITIONAL GROUND CONNECTIONS AS REQUIRED TO MEET THE 5 OHMS MAX.
21. IF COAX ON ICE BRIDGE IS MORE THAN 6'-0" FROM A GROUND AB AT THE BASE OF THE TOWER, A SECOND GROUND BAR WILL BE NEEDED AT THE END OF THE ICE BRIDGE RUN TO GROUND THE COAX GROUND KIT AND THE IN-LINE SURGE ARRESTOR (SURGE ARRESTORS INSTALLED BY LOCENT ONLY HAVE A 6'-0" LEAD)
22. CONTRACTOR SHALL REPAIR/REPLACE EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

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SITE NAME:

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SITE NUMBER:

OK1493

SITE ADDRESS:

125 WEST 45TH STREET
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ENGINEER:



FE #22174 EXP 11/30/2019

NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWM
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SHEET TITLE:

GENERAL NOTES

SHEET NUMBER	PROJECT #	REVISION
GN3	OK1493	
	BY: CKD BY: JWM	0

PROJECT NOTES

1. ALL REFERENCES TO THE OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED AT&T OR ITS DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF OK.
3. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE BC 2015.
4. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND THE PROCEDURES TO BE USED ON THIS PROJECT.
5. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
6. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
7. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATIONS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
8. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
10. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
11. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
12. IN APPLICABLE, ALL CONCRETE WORK SHALL COMPLY TO LOCAL CODES AND THE ACI 318-08, "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE"
13. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY, OR CITY) ENGINEER.
14. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
15. ALL TOWER DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
16. ALL TOWER MODIFICATION WORK SHALL BE IN ACCORDANCE WITH ITA-1019-A STANDARD FOR INSTALLATION, ALTERATION AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS.

ABBREVIATIONS

A - AMPERE	PNL - PANEL
AFG - ABOVE FINISHED GRADE	PNLBD - PANELBOARD
ATS - AUTOMATIC TRANSFER SWITCH	PVC - SCH 40 RIGID NON-METALLIC CONDUIT
AWG - AMERICAN WIRE GAUGE	RGS - RIGID GALVANIZED STEEL CONDUIT
BCW - BARE COPPER WIRE	SW - SWITCH
BFG - BELOW FINISHED GRADE	TGB - TOWER GROUND BAR
BKR - BREAKER	UL - UNDERWRITERS LABORATORIES
C - CONDUIT	V - VOLTAGE
CKT - CIRCUIT	W - WATTS
DISC - DISCONNECT	XFMR - TRANSFORMER
EGR - EXTERNAL GROUND RING	XVTR - TRANSMITTER
EMT - ELECTRIC METALLIC TUBING	
FSC - FLEXIBLE STEEL CONDUIT	
GEN - GENERATOR	
GPS - GLOBAL POSITIONING SYSTEM	
GRD - GROUND	
IGB - ISOLATED GROUND BAR	
IGR - INTERIOR GROUND RING (HALO)	
KW - KILOWATTS	
NEC - NATIONAL ELECTRIC CODE	
PCS - PERSONAL COMMUNICATION SYSTEM	
PH - PHASE	

LEGEND

----UCP----	UNDERGROUND ELECTRICAL CONDUIT
----UGT----	UNDERGROUND TELEPHONE CONDUIT
	KILOWATT - HOUR METER
-----	UNDERGROUND BONDING AND GROUNDING CONDUCTOR
	GROUND ROD
	CADWELD
	GROUND ROD WITH INSPECTION WELL
	MECHANICAL CONNECTION

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NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM. ISSUE	JWM
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GENERAL NOTES

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GN4	OK1493	
BY: JWM	CKD BY: JWM	0

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1 OVERALL LAYOUT PLAN

SCALE: N.T.S.

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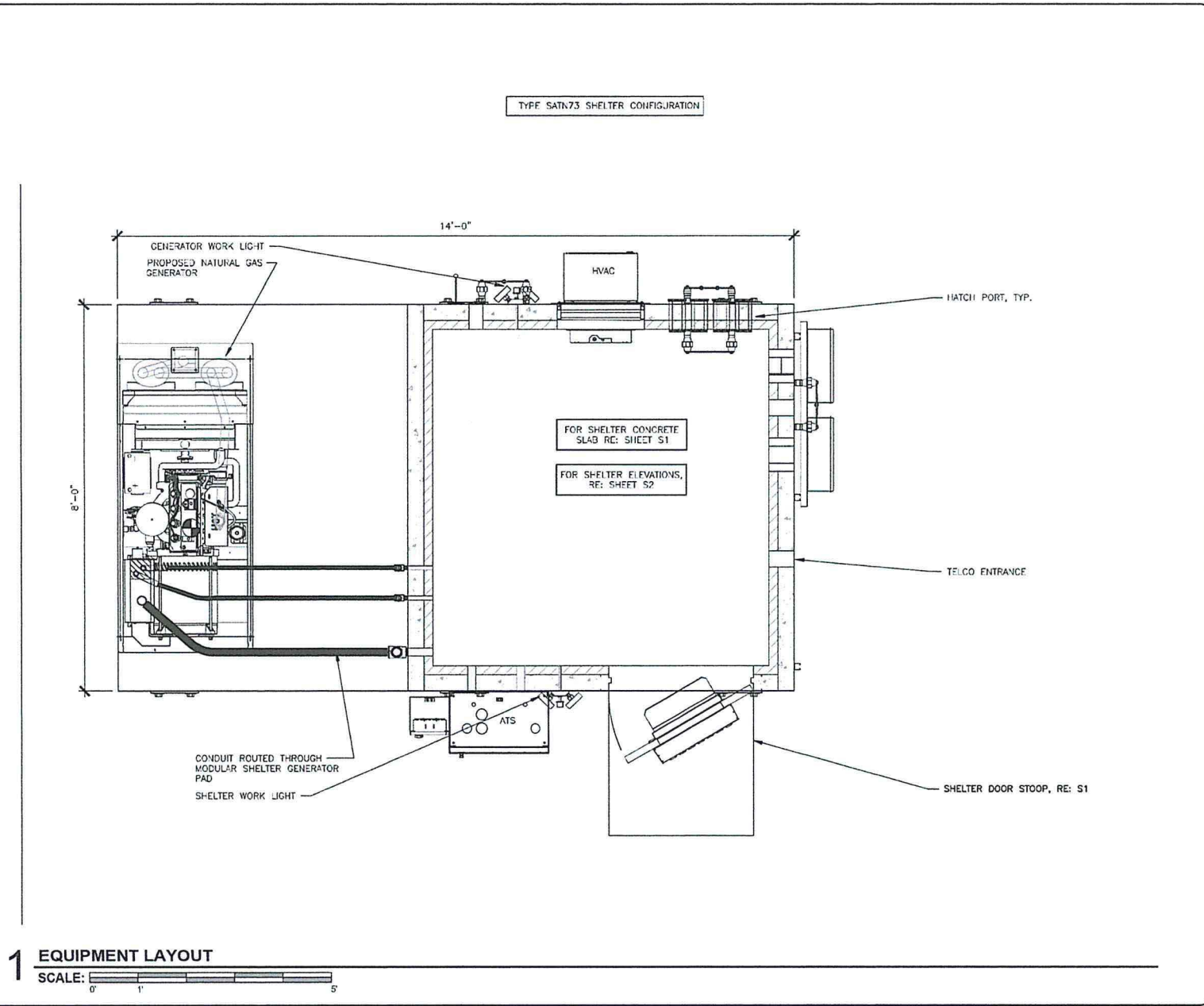


SEAL OF PROFESSIONAL ENGINEER
SAMUEL THEODORE
22174
OKLAHOMA
10/15/18
EE #22174 EXP 11/30/2019

NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWW
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SHEET NUMBER: PROJECT #:		REVISION:	
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BY: JWW		CKD BY: JWW	



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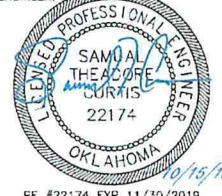
SITE NUMBER:

OK1493

SITE ADDRESS:

125 WEST 45TH STREET
SHAWNEE, OK 74804

ENGINEER:



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A	9/12/18	PRELIM ISSUE	JWV
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SHEET TITLE:			
EQUIPMENT LAYOUT			
SHEET NUMBER:	PROJECT #:	REVISION:	
A2	OK1493		
BY:	CKD BY:		
JWV	JWV		0

THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS. (TOWER BY OTHERS)

NOTES:
SUB-CONTRACTOR TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT

NOTES:
NO MODIFICATION OF TOWER ADDITIONS SHALL BE MADE WITHOUT APPROVED STRUCTURAL ANALYSIS PREPARED BY OTHERS

NOTES:
THESE DRAWINGS HAVE BEEN PREPARED TO DEPICT PROPOSED OVERALL TOWER HEIGHT DIVISION AND SHALL NOT BE USED FOR CONSTRUCTION CONTRACTOR TO VERIFY TRUE HEIGHT WITH TAPE DROP

GENERAL CONTRACTOR TO OBTAIN LATEST RFDS BEFORE CONSTRUCTION FOR EQUIPMENT VERIFICATION

REFER TO STRUCTURAL ANALYSIS TO DETERMINE FEEDLINE PLACEMENT

ALL STEEL SHALL BE HOT-DIPPED GALVANIZED

ANTENNA ARRAY MOUNTING HARDWARE MAY BE PROVIDED BY TOWER MANUFACTURER, CONTRACTOR TO B/D SEPARATELY

REFER TO RFDS FOR ANTENNA MOUNTING HEIGHTS, MODEL NUMBER, AZIMUTHS, ETC.

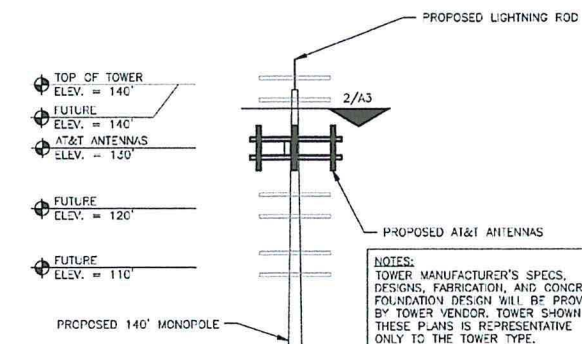
NOTES:
GENERAL CONTRACTOR TO COMPLY WITH NTP PACKAGE PROVIDED BY TOWER OWNER

ANTENNA CABLE AND ACCESSORY NOTES AND REQUIREMENTS:

- GENERAL: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR RECEIVING, CONNECTIONS AT THE BASE TRANSMISSION SYSTEM (RTS). THIS SHALL INCLUDE ALL EQUIPMENTS SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM, ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS
- MATERIALS:
 - ANTENNA CABLES: AS SCHEDULED
 - ANTENNA CONNECTORS: AS SCHEDULED
 - CABLE HANGERS: INSTALLED AT MAXIMUM 4' SPACING
 - GROUND KITS-AS SPECIFIED
- INSTALLATION:
 - ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED. INSTALLER SHALL NOTIFY AT&T PRIOR TO PURCHASE OF CABLES OF THE OVERALL LENGTH REQUIRED.
 - CABLES SHALL BE LABELED IN ACCORDANCE WITH AT&T ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
 - ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOFING TAPE.
 - THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE:

CABLE	IN AIR OR CABLE TRAY	IN CONDUIT
1/2"	5"	10"
7/8"	10"	18"
1 5/8"	20"	28"

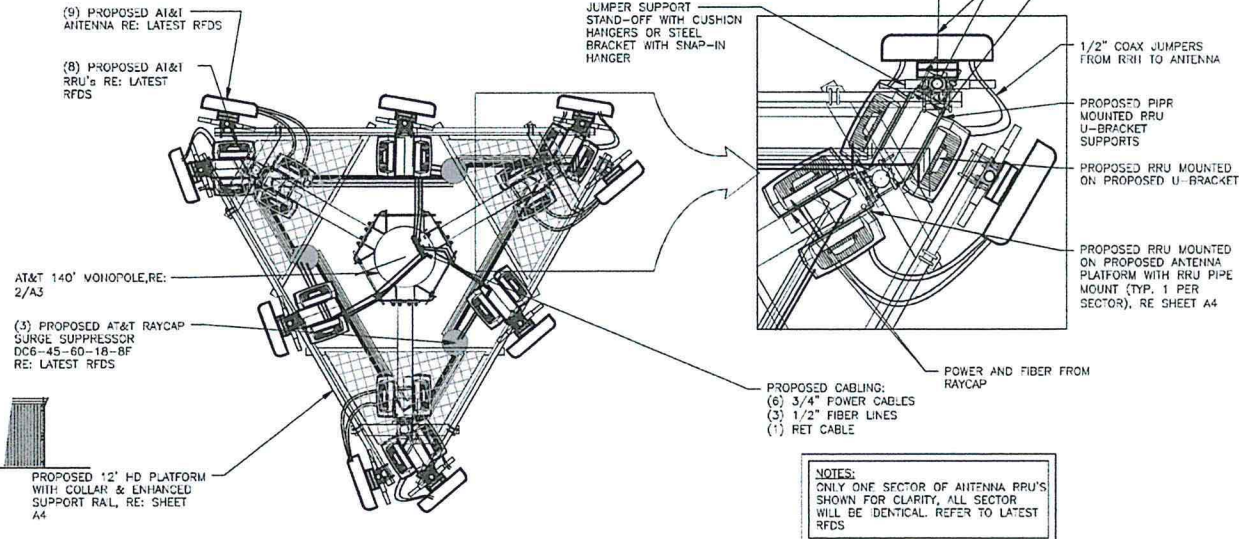
- CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBERS OF BENDS. CABLE SHALL NOT BE LEFT UN-TERMINATED IN THE FIELD.
- GROUND KITS- AFTER INSTALLATION OF GROUND STRAPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS AS IDENTIFIED ABOVE. GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.



CABLE NOTE:
1. CABLE ATTACHMENTS SHOULD FOLLOW MANUFACTURER SPECIFICATIONS FOR ATTACHMENT AND HANGING SPECS.
2. ROUTE COAX UP TOWER PER STRUCTURAL ANALYSIS.

NOTES:
1. SIZE, HEIGHT AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET AT&T SUPPLIED RFDS.
2. CONTRACTOR SHALL VERIFY HEIGHT AND DIRECTION OF ANY MICROWAVE DISHES WITH PROJECT MANAGER
3. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

PROPOSED 6'-0" CHAIN LINK FENCE WITH VINYL SLATS, RE: 1/A5



NOTES:
ONLY ONE SECTOR OF ANTENNA RRU'S SHOWN FOR CLARITY, ALL SECTOR WILL BE IDENTICAL. REFER TO LATEST RFDS



1 TOWER ELEVATION
SCALE: N.T.S.

2 TYPICAL ANTENNA AZIMUTH PLAN (TOP VIEW)
SCALE: N.T.S.

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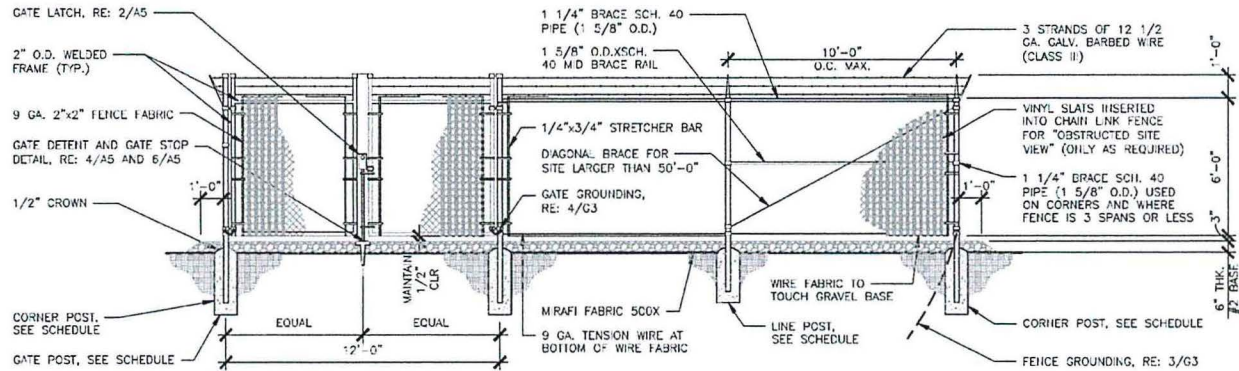
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A	9/12/18	PRELIM ISSUE	JWV
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SHEET TITLE: TOWER ELEVATION, ORIENTATION & DETAILS			
SHEET NUMBER: A3		PROJECT #: OK1493	REVISION: 0
BY: JWV		CHK BY: JWV	

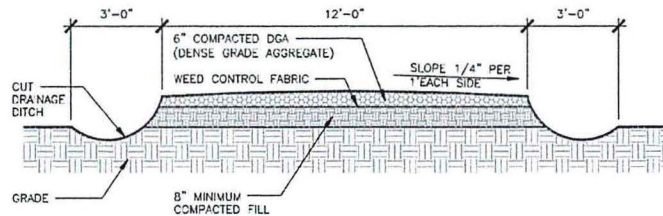
CONCRETE WILL BE MIXED PRIOR TO
INSERTION INTO FENCE POST HOLE



1 PROPOSED FENCING DETAIL

SCALE: N.T.S.

- NOTE:**
1. CONTRACTOR TO HAVE A AT&T REPRESENTATIVE TO VERIFY PREVENTATIVE WEED CONTROL MATERIAL HAS BEEN INSTALLED IN COMPOUND AND ACCESS ROAD PRIOR TO PLACEMENT OF ROCK AGGREGATE.

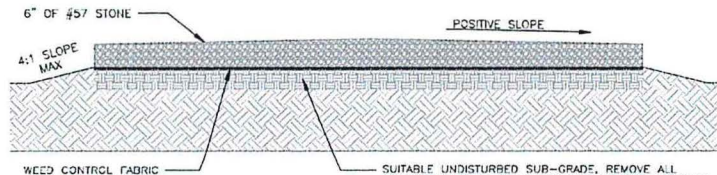


3 PROPOSED ROAD DETAIL

SCALE: N.T.S.

NOTE:

1. CONTRACTOR TO HAVE A AT&T REPRESENTATIVE TO VERIFY PREVENTATIVE WEED CONTROL MATERIAL HAS BEEN INSTALLED IN COMPOUND AND ACCESS ROAD PRIOR TO PLACEMENT OF ROCK AGGREGATE.

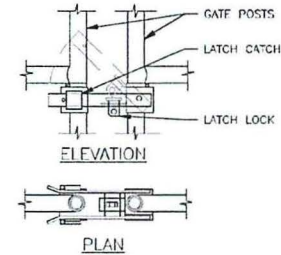


5 PROPOSED COMPOUND DETAILS

SCALE: N.T.S.

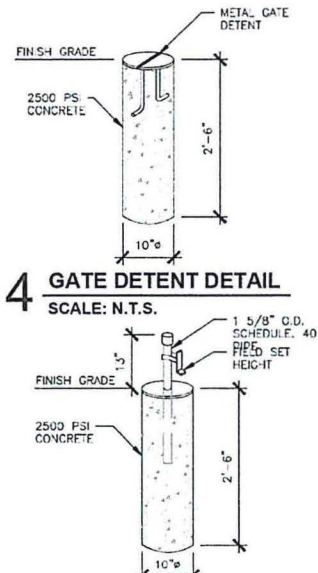
- SUITABLE UNDISTURBED SUB-GRADE, REMOVE ALL ORGANIC MATERIAL OR UNSUITABLE MATERIAL, COMPACT TO 91% (MIN.) PER STATE HIGHWAY STANDARD.

TYPICAL FENCING SIZES		
6' HIGH FENCE	SIZE	POST FOOTING
LINE POST	2 5/8"	9" x 48" DEEP
CORNER POST	4"	12" x 60" DEEP
GATE POST	4"	12" x 60" DEEP



2 GATE LATCH DETAIL

SCALE: N.T.S.



1 GATE DETENT DETAIL

SCALE: N.T.S.

6 GATE STOP/KEEPER DETAIL

SCALE: N.T.S.

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



CEP COMPANIES, LLC
1160 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



**SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC.
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499**

SITE NAME:

NORTH KICKAPOO

SITE NUMBER:

OK1493

SITE ADDRESS:
125 WEST 45TH STREET
SHAWNEE OK 74804

ENGINEER:

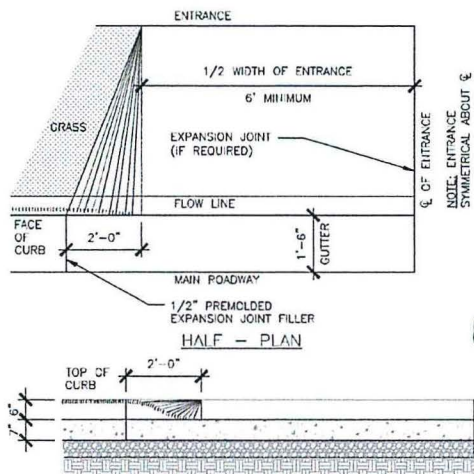


NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
0	10/15/18	CONST ISSUE	JWV

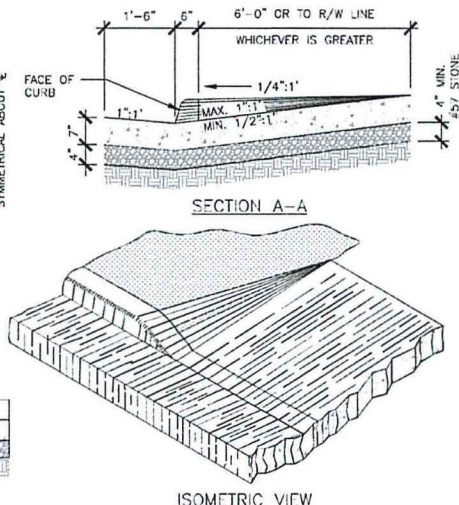
SHEET TITLE:

COMPOUND DETAILS

SHEET NUMBER:	PROJECT #:	REVISION:
A5	OK1493	0
	BY: J.W.V.	CKD BY: J.W.M.



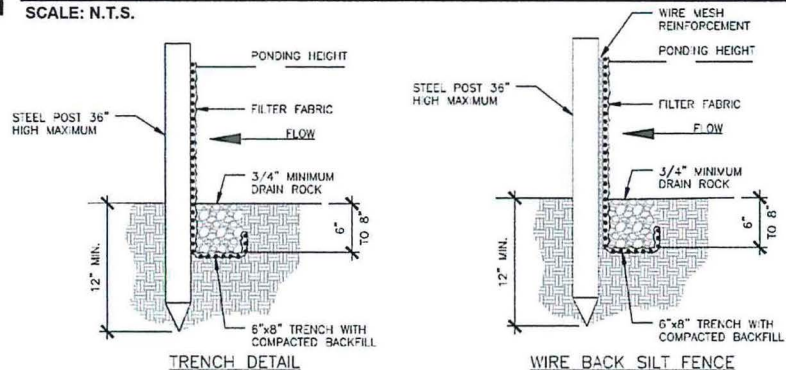
SECTION ELEVATION AT GUTTER LINE



ISOMETRIC VIEW

1 STANDARD ENTRANCE APRON (AS REQUIRED)

SCALE: N.T.S.



TRENCH DETAIL

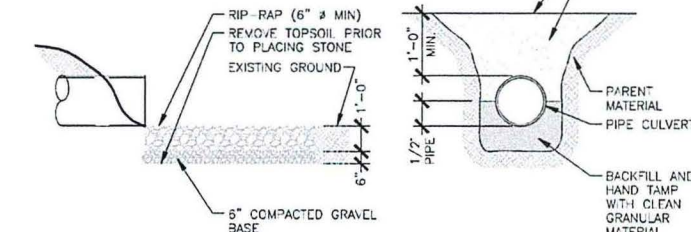
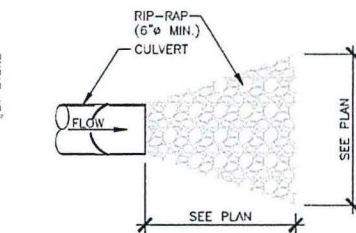
WIRE BACK SILT FENCE

SILT FENCE INSTALLATION:

1. THE FENCE SHOULD BE PLACED ACROSS THE SLOPE ALONG A LINE OF UNIFORM ELEVATION (PERPENDICULAR TO THE DIRECTION OF THE FLOW). THE FENCE SHOULD BE LOCATED AT LEAST 10' FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEAN OUT.
2. DRIVE THE STEEL POST AT LEAST 18" INTO THE GROUND, SPACING THEM NO FURTHER THAN 6'-0" APART.
3. POST SHOULD BE INSTALLED, WITH 1" TO 2" OF THE POST PROTRUDING ABOVE THE TOP OF THE FABRIC AND NO LESS THAN 3'-0" OF THE POST SHOULD PROTRUDE ABOVE THE GROUND. THE MINIMUM FENCE HEIGHT (HEIGHT OF FILTER ABOVE GRADE) SHALL BE 24". THE MAXIMUM FENCE HEIGHT (HEIGHT OF FILTER ABOVE GRADE) SHALL BE 40".
4. THE FILTER FABRIC SHOULD BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHOULD BE WRAPPED TOGETHER ONLY AT A SUPPORT POST WITH BOTH ENDS SECURELY FASTENED TO THE POST, WITH A MINIMUM 6" OVERLAP.
5. EXTRA-STRENGTH FILTER CLOTH (50 POUND/LINEAR INCH MINIMUM TENSILE STRENGTH) SHOULD BE USED. A 2" WIDE LATHE SHALL BE STAPLED OVER THE FILTER FABRIC TO SECURELY FASTEN IT TO THE UPSLOPE SIDE OF THE POSTS. THE STAPLES USED SHOULD BE 1.5" HEAVY-DUTY WIRE STAPLES SPACED AT A MAXIMUM OF 8" OVERLAP.
6. PLACE THE BOTTOM 16" OF THE FILTER FABRIC INTO THE 12" DEEP TRENCH, EXTENDING THE REMAINING 4" TOWARDS THE UPSLOPE OF THE TRENCH AND BACK FILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACTED.

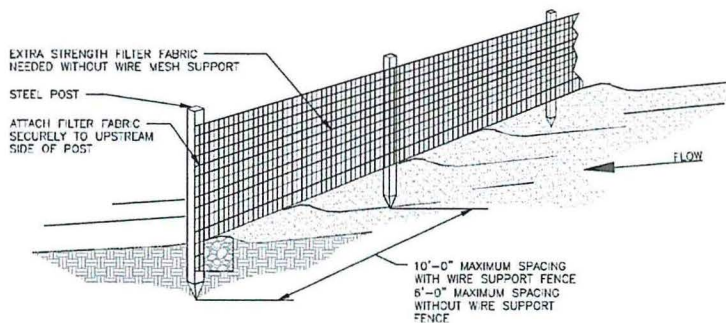
3 SILT FENCE DETAIL (PER JURISDICTION)

SCALE: N.T.S.



2 RIP-RAP DETAIL (IF REQUIRED)

SCALE: N.T.S.



INSPECTION AND MAINTENANCE:

1. INSPECT SILT FENCE EVERY SEVEN (7) DAYS WITHIN 24 HOURS AFTER EACH RAINFALL EVENT THAT PRODUCES 1/2" OR MORE OF PRECIPITATION. CHECK FOR AREAS WHERE RUN-OFF HAS ERODED A CHANNEL BENEATH THE FENCE, OR WHERE THE FENCE WAS CAUSED TO SAG OR COLLAPSE BY RUNOFF OVER TOPPING THE FENCE.
2. IF THE FENCE FABRIC TEARS, BEGINS TO DECOMPOSE, OR IN ANY OTHER WAY BECOMES INEFFECTIVE, REPLACE THE AFFECTED SECTION OF THE FENCE IMMEDIATELY.
3. SEDIMENT MUST BE REMOVED WHEN IT REACHES APPROXIMATELY 1/3 OF THE HEIGHT OF THE FENCE, ESPECIALLY IF HEAVY RAINS ARE EXPECTED.
4. SILT FENCE SHOULD BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER TEMPORARY BMP'S ARE NO LONGER NEEDED. TRAPPED SEDIMENT SHOULD BE REMOVED OR STABILIZED ON SITE. DISTURBED AREAS RESULTING FROM FENCE REMOVAL SHALL BE PERMANENTLY STABILIZED.
5. SILT FENCE MUST BE INSTALLED PROPERLY TO AVOID NOTICE OF VIOLATION.

VENDOR:



405 N BRCAWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



CRB COMPANIES, LLC
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AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
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(405) 753-7157
COA #5499

SITE NAME:

NORTH KICKAPOO

SITE NUMBER:

OK1493

SITE ADDRESS:

125 WEST 45TH STREET
SHAWNEE, OK 74804

ENGINEER:



NO.	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
0	10/15/18	CONST. ISSUE	JWV

SHEET TITLE:

CIVIL DETAILS

SHEET NUMBER:	PROJECT #:	REVISION:
A6	OK1493	
	BY: JWV	CKD BY: JWM
		0

INFORMATION

ACTIVE ANTENNAS ARE MOUNTED
ON THE OUTSIDE OF THIS BUILDING
BEHIND THIS PANEL
ON THIS STRUCTURE

STAY BACK A MINIMUM OF 3
FEET FROM THESE ANTENNAS

Contact AT&T Mobility at 800-638-2822
and follow their instructions prior to performing
any maintenance or repairs closer than 3 feet
from the antennas.

This is AT&T Mobility site OK1493

INFORMATION

AT&T Mobility reserves the right to change the location of this antenna
without notice. Do not touch or move the antenna. Do not place any
object on the antenna. Do not use the antenna for any purpose other than
communication with AT&T Mobility.

Contact AT&T Mobility at 800-638-2822 prior to performing any
maintenance or repairs near AT&T Mobility antennas.

This is AT&T Mobility site OK1493

Contact the management office if this sign is found
damaged.

INFORMACION

La red reservada el derecho de cambiar la ubicación de esta antena
sin previo aviso. No toque o mueva la antena. No coloque ningún
objeto en la antena. No use la antena para ningún propósito que no sea
comunicación con AT&T Mobility.

Contacte a AT&T Mobility al 800-638-2822 antes de realizar
cualquier mantenimiento o reparaciones cerca de las antenas de
AT&T Mobility.

Este es el sitio de AT&T Mobility OK1493

Contacte a la oficina de administración si encuentra este
cartel dañado o en su lugar.

FOR AT&T-OWNED CELL TOWERS AND OTHER-OWNED TOWERS
WHERE AT&T MOBILITY IS PERMITTED TO POST RF SAFETY
SIGNAGE, THE TYPICAL RF EXPOSURE SIGNAGE CONSISTS OF AN
"INFORMATION" SIGN INSTALLED ON ENTRANCE GATES OR
ADJACENT TO THE "CAUTION" SIGNS REQUIRED TO BE INSTALLED
AT ACCESSES TO EACH CLIMBING LADDER AT THE TOWER.
"INFORMATION" SIGNS ARE NO LONGER PERMITTED TO BE
INSTALLED ON EQUIPMENT CABINETS OR BUILDINGS.

GLASS MAIN ENTRY DOORS MAY BE "BRANDED" WITH AT&T
MOBILITY LOGO PROVIDING THIS IS NOT A LIGHTED / "MARQUEE"
SIGN. IN CERTAIN CASES WHERE A SITE IS UNMANNED,
EXTERIOR DOOR SIGNS MAY BE OMITTED TO PREVENT DRAWING
UNDUE ATTENTION TO THE SITE. FOR THESE TYPES OF SITES,
THE MARKET MAY ELECT TO HARDEN SECURITY IN A MORE
INVISIBLE MANNER. IT IS THE RESPONSIBILITY OF THE MARKET
TO MAKE PRUDENT DECISIONS FOR UNMANNED CORE SITES ON
A CASE BY CASE BASIS

Property of AT&T

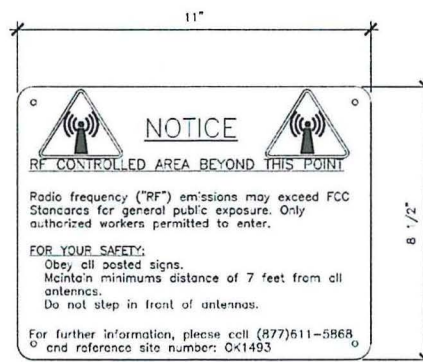
Authorized
Personnel Only

In case of emergency, or prior to performing
maintenance on this site, call 800-638-2822
and reference cell site number: OK1493

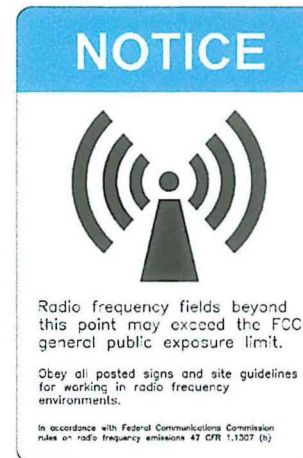


NOTES:

1. SIGNS TO BE MOUNTED ON THE OUTSIDE OF
ACCESS GATE TO THE EXISTING COMPOUND



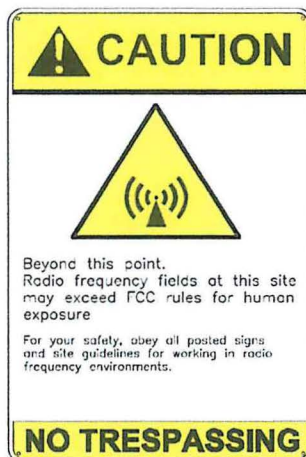
RF NOTICE SIGN
(WHITE METAL SIGN W/ BLACK LETTERING)



1 SIGNAGE DETAIL SCALE: N.T.S.



4 SIGNAGE DETAIL SCALE: N.T.S.



5 TOWER SIGNAGE DETAIL SCALE: N.T.S.

2 SIGNAGE DETAIL SCALE: N.T.S.

3 SIGNAGE DETAIL SCALE: N.T.S.

VENDOR:



405 N BROADWAY, 7TH FLOOR
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CRP COMPANIES, LLC
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PRODUCED BY:



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PROFESSIONAL ENGINEERS
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(405) 753-7167
COA #5499

SITE NAME: NORTH KICKAPOO

SITE NUMBER:
OK1493

SITE ADDRESS:
125 WEST 45TH STREET
SHAWNEE OK 74804

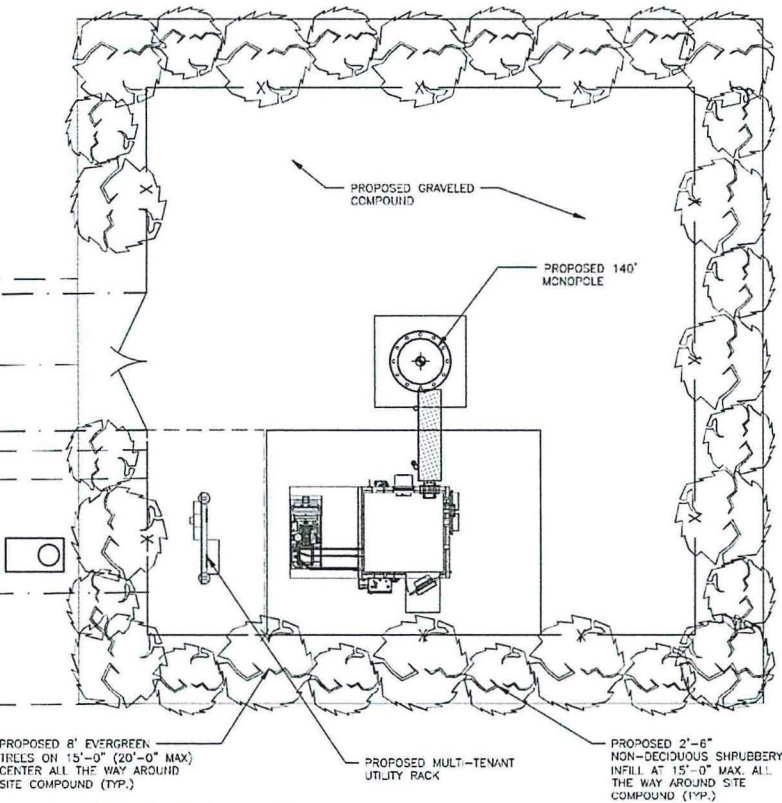
ENGINEER:



NO.	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
0	10/15/18	CONST. ISSUE	JWV
SHEET TITLE: SIGNAGE DETAILS			
SHEET NUMBER: A7	PROJECT #: OK1493	REVISION: BY: CKD BY: JWV	0

GENERAL PLANTING NOTES:

1. ALL PLANTS MUST BE HEALTHY, WOODOUS MATERIAL FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER-CROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED OR COVERED IN PINE STRAW AS SPECIFIED.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING COURSE OF THE WORK.
7. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZATION, ETC.) OF PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE ENGINEER'S REPRESENTATIVE.
8. THE CONTRACTOR AGREES TO PERFORM ALL LANDSCAPE MAINTENANCE (INCLUDING WATERING) THROUGHOUT THE ONE YEAR GUARANTEE PERIOD UNLESS OTHERWISE DETERMINED.
9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR AND MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
10. THE ENGINEER'S REPRESENTATIVE WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR INSTALLATION.
11. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
12. ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL SPECIFICATIONS.
13. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENTS GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
14. ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING.
15. UNDISTURBED BUFFERS SHALL BE REPLANTED TO BUFFER STANDARDS WHERE SPARSELY VEGETATED OR WHERE DISTURBED AT APPROVED UTILITY CROSSINGS. REPLANTING IS SUBJECT TO COUNTY ARBORIST.
16. SEE PLAN FOR MINIMUM PLANT SIZE, HEIGHT.



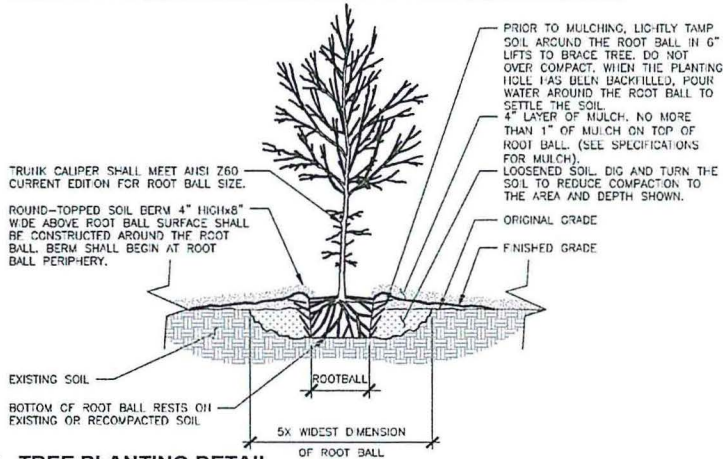
1 LANDSCAPING PLAN

SCALE: 0 10' 20' 30' 40'



3 TREE PLANTING DETAIL

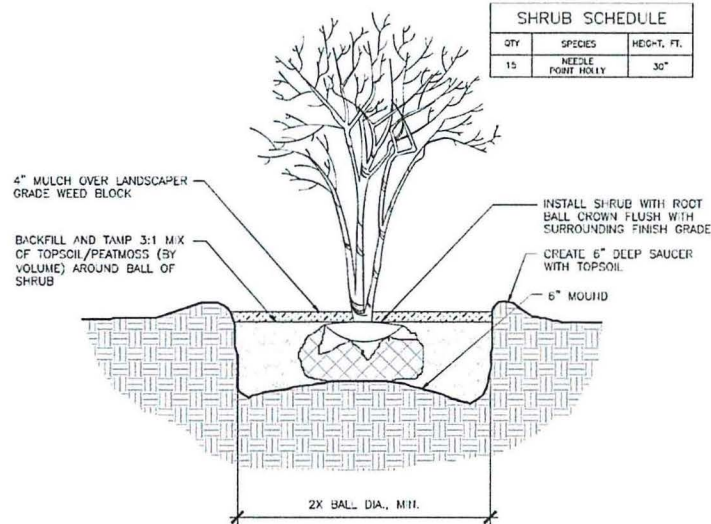
SCALE: N.T.S.



2 SHRUB PLANTING DETAIL

SCALE: N.T.S.

QUANTITY	SCIENTIFIC NAME	COMMON NAME	MATURE SIZE (HT X WT)
19	"CUPRESSUS ARIZONICA"	CAROLINA SAPPHIRE	30 FT X 15 FT
PINESTRAW MULCH - 2" SETTLED LAYERS OF CLEAN STRAW			



SHRUB SCHEDULE

QTY	SPECIES	HEIGHT, FT.
15	NEEDLE POINT HOLLY	30"

VENDOR:



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OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



CRB COMPANIES LLC
1505 S. EASTON AVE STE 210
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PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:

NORTH KICKAPOO

SITE NUMBER:

OK1493

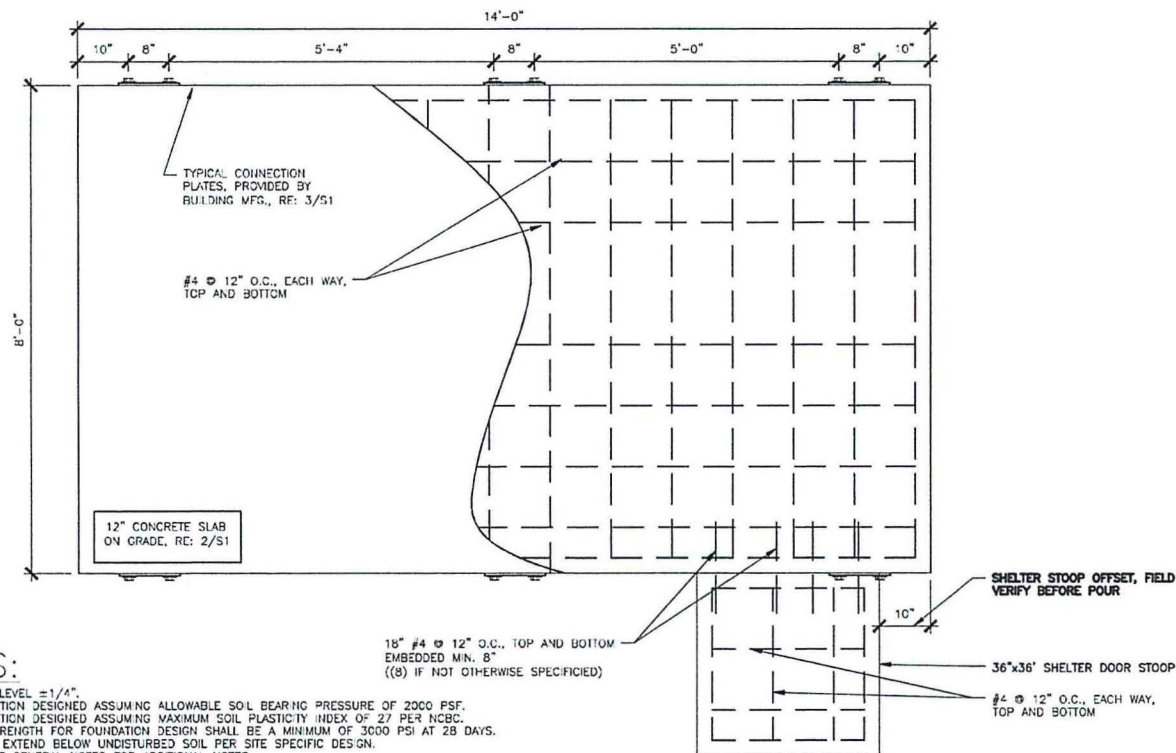
SITE ADDRESS:

125 WEST 45TH STREET
SHAWNEE, OK 74804

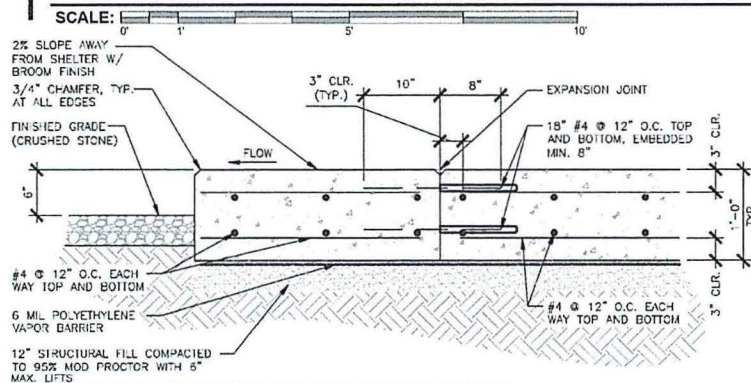
ENGINEER:



NO	DATE	DESCRIPTION	BY
A	9/12/18	PREL. ISSUE	JWM
0	10/15/18	CONST. ISSUE	JWM
SHEET TITLE:			
LANDSCAPING DETAILS			
SHEET NUMBER: PROJECT #:		REVISION:	
A8		OK1493	
BY: JWM		CHKD BY: JWM	
		0	

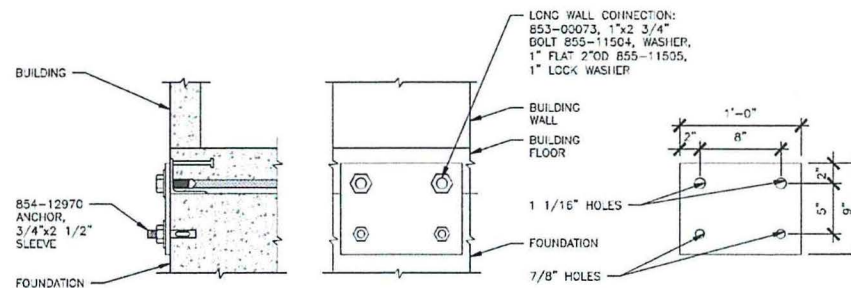


1 TYPICAL SHELTER FOUNDATION AND STOOP PLAN



MAX. LIFTS 2 SHELTER FOUNDATION AND STOOP DETAIL

SCALE: N.T.S.



2 SHELTER ATTACHMENT DETAIL

SCALE: N.T.S.

DETAIL PROVIDED BY SHELTER MFG

VENDOR:



405 N BROADWAY, 7TH FLOOR
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CRB
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CEB COMPANIES, LLC
1516 S BOSTON AVE STE 215
TULSA, OKLAHOMA 74119
(918) 949-4351

PRODUCED BY:



**SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC.
PROFESSIONAL ENGINEERS
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13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499**

SITE NAME:

NORTH KICKAPOO

SITE NUMBER:

OK1493

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125 WEST 45TH STREET
SHAWNEE OK 74804

ENGINEER:



NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
0	10/15/18	CONST ISSUE	JWV

SHEET TITLE:

SHELTER FOUNDATION DETAILS

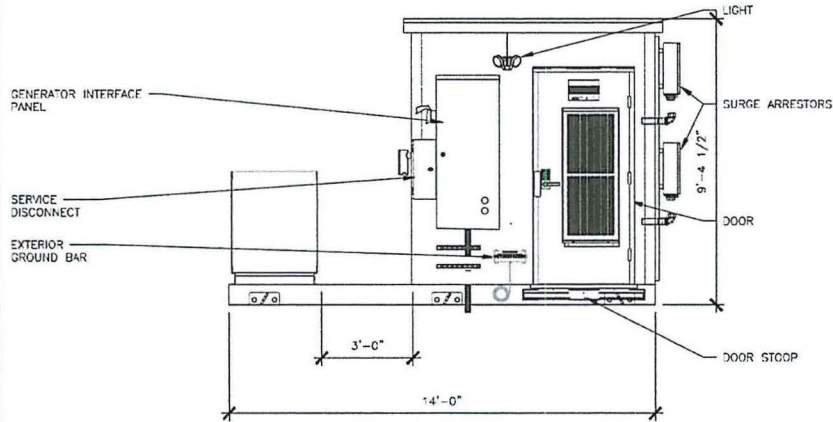
SHEET NUMBER:	PROJECT #:	REVISION:
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S1	OK1493		0
	BY: JW/V	CKD BY: JW/M	

NOTE:
ALL HATCH PORTS ARE SHIPPED WITH
BLANK COVER PLATES. COAX PORT HATCH
PLATE IS SHIPPED LOOSE WITH SHELTER.
(INSTALLED BY G.C.)

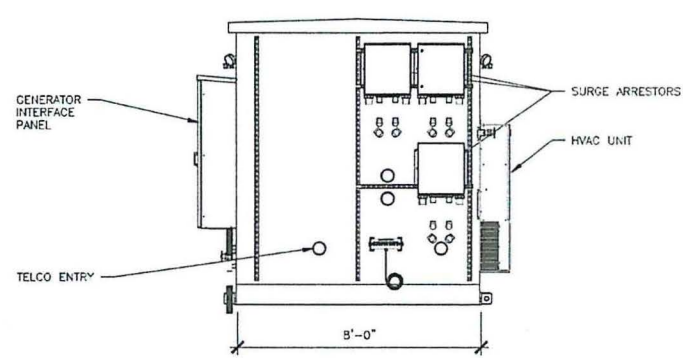
SHELTER NOTES:
PRE-CAST CONCRETE SHELTER EXPOSED
AGGREGATE EXTERIOR
OVERALL COLOR = TAN
ACCENTS = TAN

NOTE:
GROUND BAR AND CANOPY ARE SHIPPED
LOOSE WITH SHELTER. (INSTALLED BY G.C.)



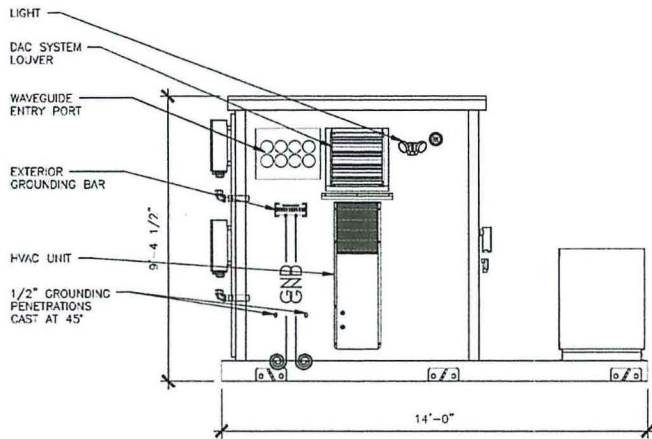
1 EQUIPMENT SHELTER ELEVATION

SCALE: 0' 1' 5' 10' 15'



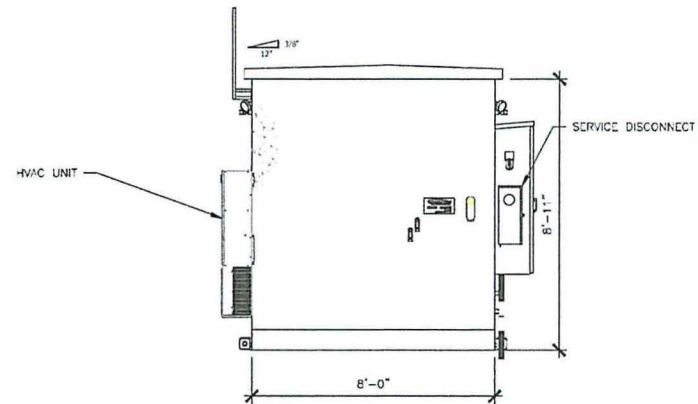
2 EQUIPMENT SHELTER ELEVATION

SCALE: 0' 1' 5' 10' 15'



3 EQUIPMENT SHELTER ELEVATION

SCALE: 0' 1' 5' 10' 15'



4 EQUIPMENT SHELTER ELEVATION

SCALE: 0' 1' 5' 10' 15'

VENDOR:



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1318 S. EASTON AVE STE 219
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(918) 949-4951

PRODUCED BY:



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AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
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(405) 753-7157
COA #5499

SITE NAME:
NORTH KICKAPOO

SITE NUMBER:
OK1493

SITE ADDRESS:
125 WEST 45TH STREET
SHAWNEE, OK 74804

ENGINEER:



FE #22174 EXP 11/30/2018

NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
0	10/15/18	CONST ISSUE	JWV
SHEET TITLE: SHELTER ELEVATION DETAILS			
SHEET NUMBER: PROJECT #:		REVISION:	
S2		OK1493	
BY: JWV		CKD BY: JWM	
		0	

NOTES:

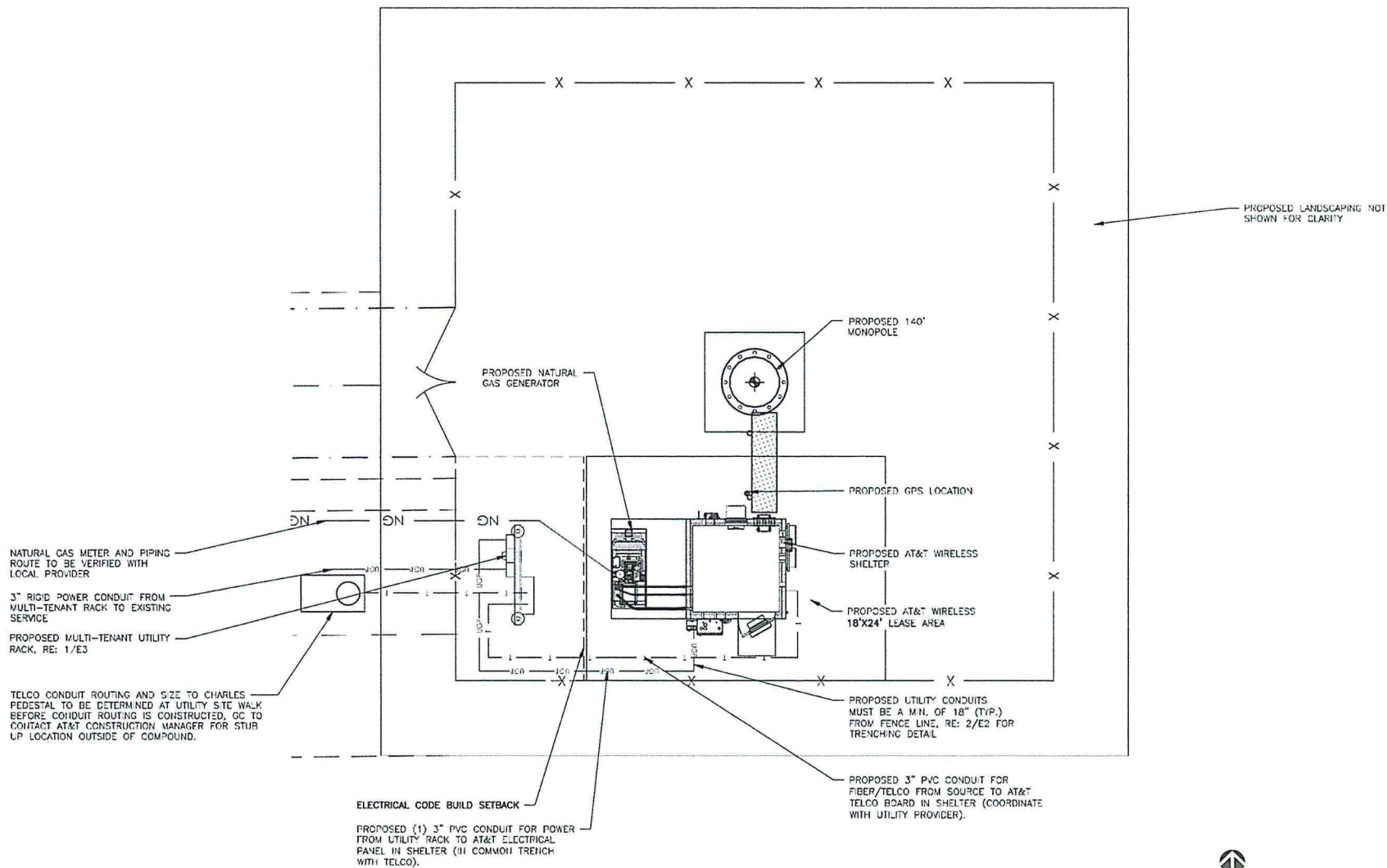
1. CONTRACTOR TO STUB-UP REQUIRED CONDUITS PRIOR TO POURING CONCRETE PER EQUIPMENT CABINET INSTRUCTIONS.

NOTES:
MASTER ELECTRICIAN TO VERIFY
SOURCES OF POWER & TELCO

NOTES:
CONTRACTOR TO ADD PULL
STRINGS TO ALL NEW CONDUITS

PARTS OF PROPOSED ICE
BRIDGE REMOVED FOR CLARITY

ONG
IS GAS PROVIDER AT SITE



TRUE NORTH
(5° 16' E)
MAG

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

CRB
Construction
Resources
Companies LLC

CRB COMPANIES, LLC
1516 S. POSTON AVENUE 215
TULSA, OKLAHOMA 74119
(918) 949-4551

PRODUCED BY:



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ENGINEER:



FE #22174 EXP 11/30/2019

NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
O	10/15/18	CONST ISSUE	JWV

SHEET TITLE:

UTILITY PLAN AND DETAILS

SHEET NUMBER:	PROJECT #:	REVISION
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E1	OK1493		0
	BY: JWV	CKD BY: JWV	

1 UTILITY ROUTING PLAN

SCALE:



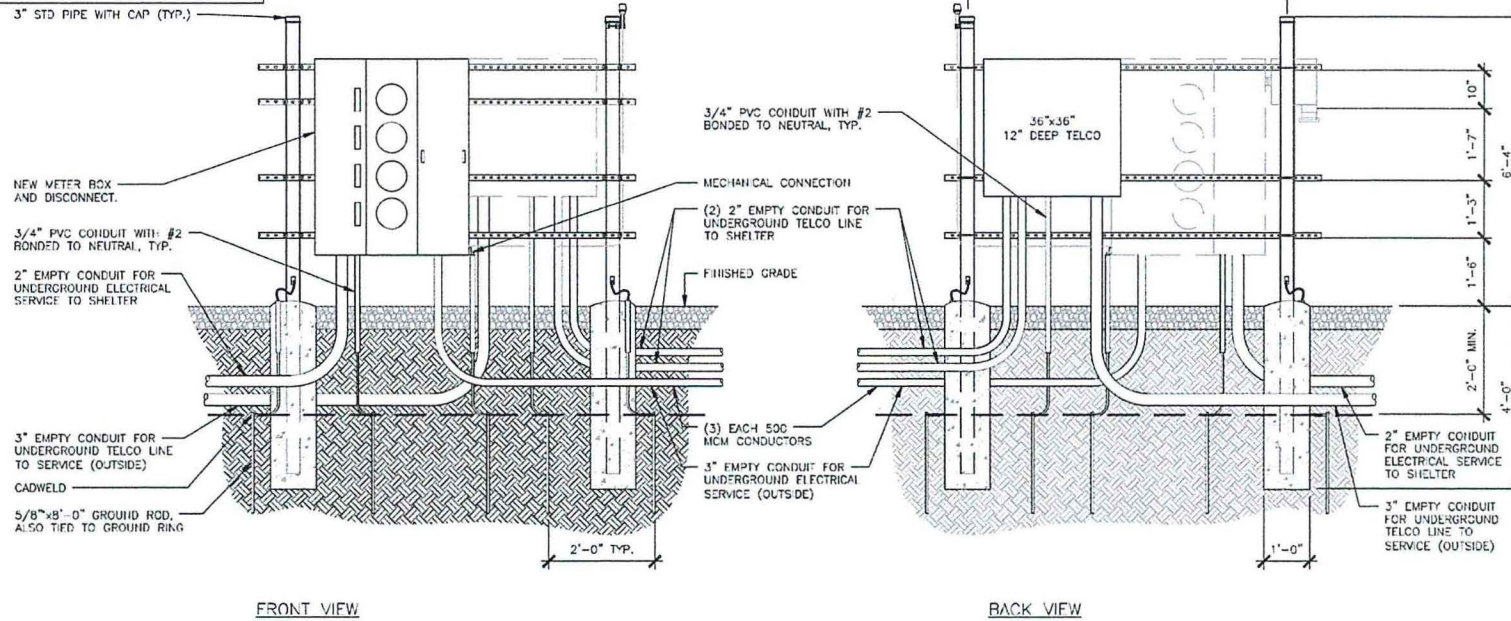
SHEET NUMBER: PROJECT #:		REVISION:
OK1493		
E2	BY: CKD BY:	0
	JWV JWM	

NOTES:

1. ALL EXPOSED ELECTRICAL CONDUIT MUST BE RIGID.
2. THREADLESS CONNECTORS ARE NOT ALLOWED.
3. USE SQUARE "D" 200A FUSIBLE DISCONNECT.
4. EMT CONDUIT CAN ONLY BE USED INSIDE.
5. USE ONLY COMPRESSION TYPE FITTINGS ON EMT CONDUIT.
6. USE ONLY STRANDED CONDUCTORS FOR ALL ELECTRICAL WIRING. (EXCEPT TELCO AND THERMOSTAT).
7. USE SCHEDULE 80 CONDUIT UNDER DRIVEWAYS AND/OR ANY VEHICLE CROSSING ARE.

ELECTRICAL COMPANY NOTE:

ELECTRICAL PROVIDER SHALL COORDINATE WITH BRANCH TOWERS CONSTRUCTION MANAGER TO DETERMINE TOTAL AMOUNT OF AMPS THAT WILL BE PROVIDED TO PROPOSED UTILITY RACK

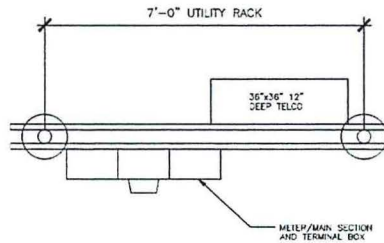


FRONT VIEW

BACK VIEW

1 FOUR GANG UTILITY RACK ELEVATIONS

SCALE: N.T.S.



2 SITE PLAN UTILITY RACK

SCALE: N.T.S.

VENDOR:



405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



CRP COMPANIES, LLC
1116 S BROADWAY, SUITE 210
TULSA, OKLAHOMA 74109
(918) 849-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:

NORTH KICKAPOO

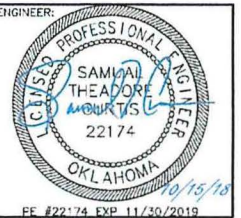
SITE NUMBER:

OK1493

SITE ADDRESS:

125 WEST 45TH STREET
SHAWNEE, OK 74804

ENGINEER:



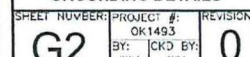
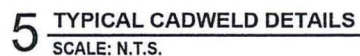
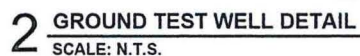
NO.	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
D	10/15/18	CONSTR. ISSUE	JWV

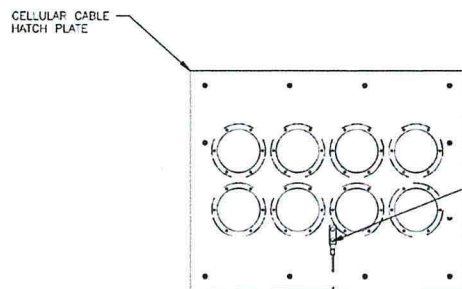
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UTILITY RACK DETAILS

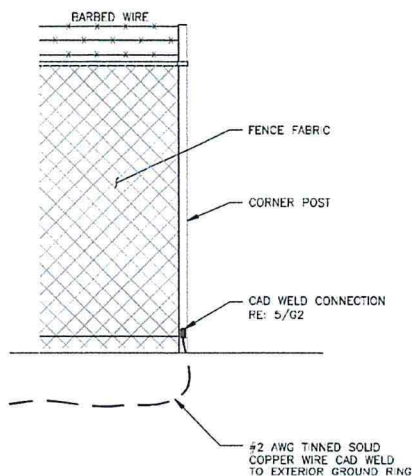
SHEET NUMBER	PROJECT #	REVISION
E3	OK1493	0
BY: JWV	CKD BY: JWM	

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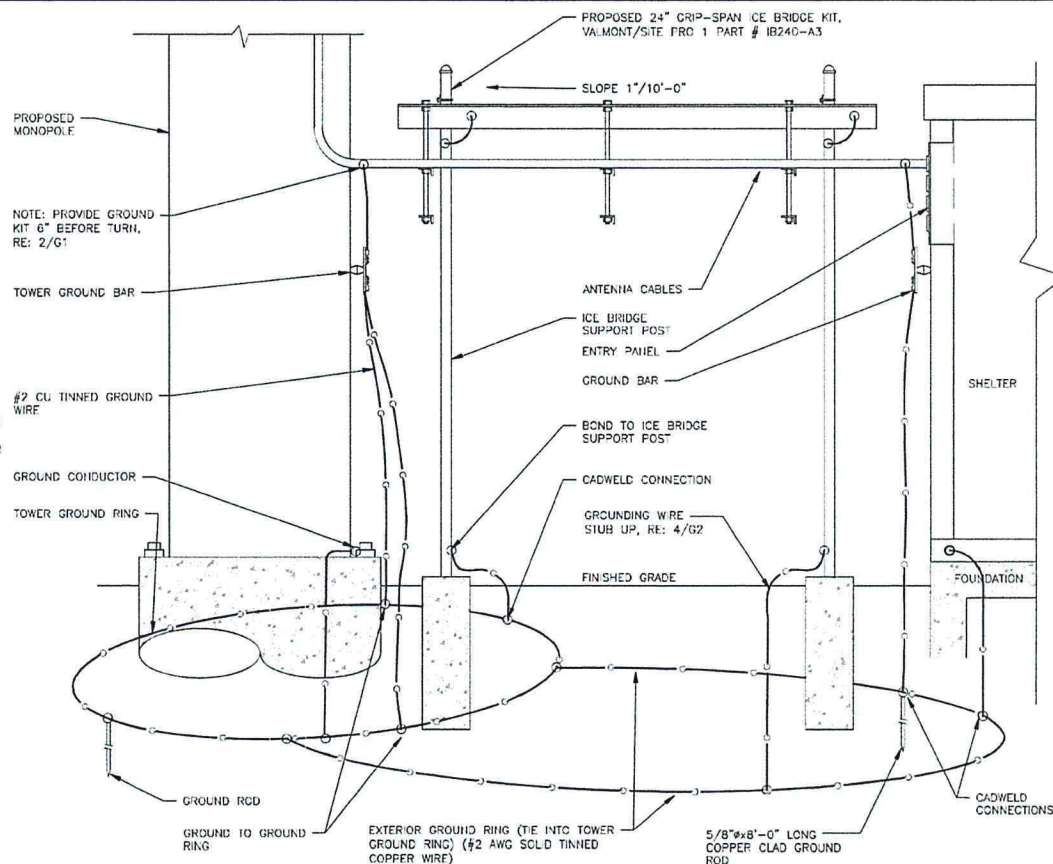




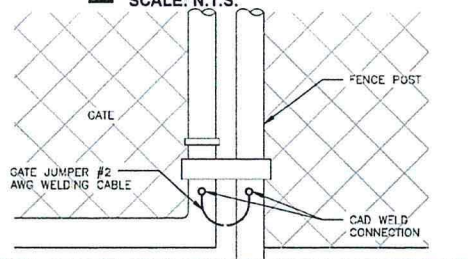
1 EXTERIOR HATCH PLATE GROUNDING AT BUILDING
SCALE: N.T.S.



3 FENCE GROUNDING DETAIL
SCALE: N.T.S.



2 TYPICAL ICE BRIDGE AND ANTENNA CABLE DETAIL
SCALE: N.T.S.



4 TYPICAL GATE GROUNDING
SCALE: N.T.S.

VENDOR:

 **at&t**
Your World. Delivered.

405 N BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

 **COMPANIES LLC**

CRB COMPANIES, LLC
13431 N. BROADWAY, SUITE 215
TULSA, OKLAHOMA 74119
(918) 969-4151

PRODUCED BY:

 **SIS**

SPECIALTY TELECOMMUNICATIONS
SERVICES, LLC
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 215
OKLAHOMA CITY, OK 73114
(405) 753-7187
COA #5499

SITE NAME:
NORTH KICKAPOO

SITE NUMBER:
OK1493

SITE ADDRESS:
125 WEST 45TH STREET
SHAWNEE, OK 74804

ENGINEER:



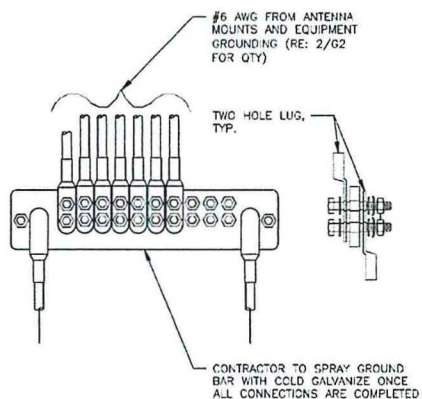
FF #22174 EXP 10/15/2019

NO	DATE	DESCRIPTION	BY
A	9/12/18	PRELIM ISSUE	JWV
D	10/15/18	CONST ISSUE	JWV
SHEET TITLE:			
GROUNDING DETAILS			
SHEET NUMBER:	PROJECT #:	REVISION:	
G3	OK1493		
BY:	CKD BY:		
JWV	JWV		
		0	

1:3044855-2201-191013-11672000-OK1493-NSB-Rev. 3 Construction Drawings.dwg -- Sheet 2 of 4 -- User: jmcsp -- Oct 15, 2018 -- 7:00pm

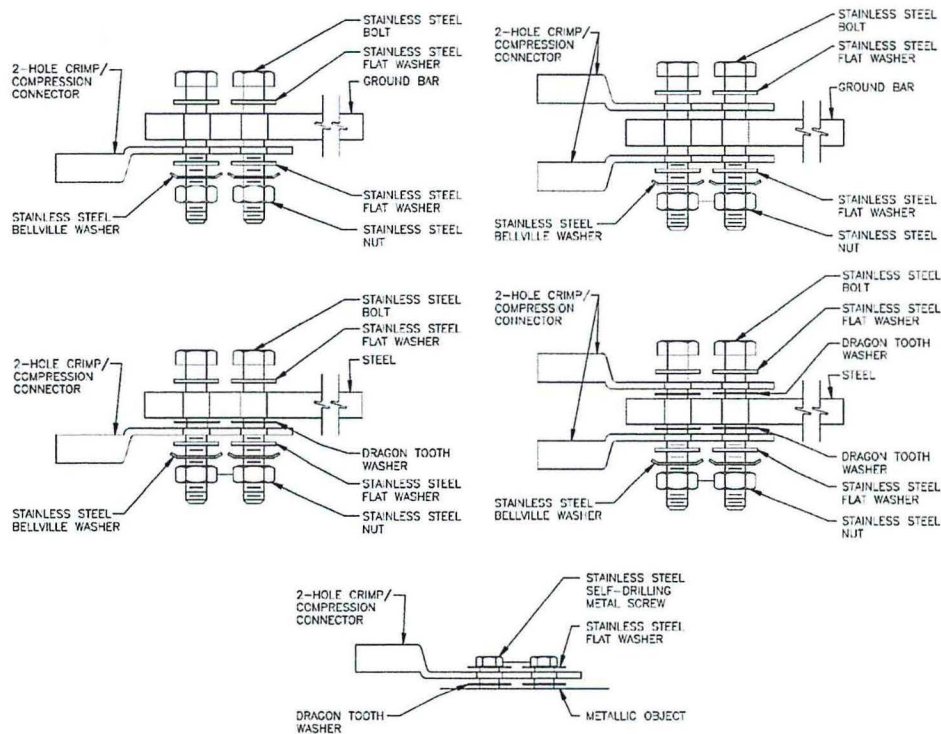
NOTE:

1. CONTRACTOR TO APPLY COPPER SHIELD OR NO-CX.
2. GROUND BAR SHALL BE SIZED TO ACCOMMODATE ALL GROUNDING CONNECTIONS REQUIRED PLUS PROVIDE 50% SPARE CAPACITY.



1 GROUND BAR DETAIL

SCALE: N.T.S.



1. CHOOSE BOLT LENGTH TO ALLOW A MIN. OF THREE THREADS EXPOSED.
2. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF THE CONNECTOR.
3. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF CONNECTOR AND WIPE OFF EXCESS COMPOUND.
4. APPLY CLEAR HEAT SHRINK OVER ENTIRE LENGTH OF LABEL FOR PROTECTION. (REFER TO CONDUCTOR LABELS SECTION.)

2 MECHANICAL CONNECTION DETAILS

SCALE: N.T.S.

VENDOR:



405 N. BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134



CRB COMPANIES, LLC
100 S. EAST 10TH AVE STE 215
TULSA, OKLAHOMA 74109
(918) 440-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7187
COA #5499

SITE NAME:

NORTH KICKAPOO

SITE NUMBER:

OK1493

SITE ADDRESS:

125 WEST 45TH STREET
SHAWNEE, OK 74804

ENGINEER:



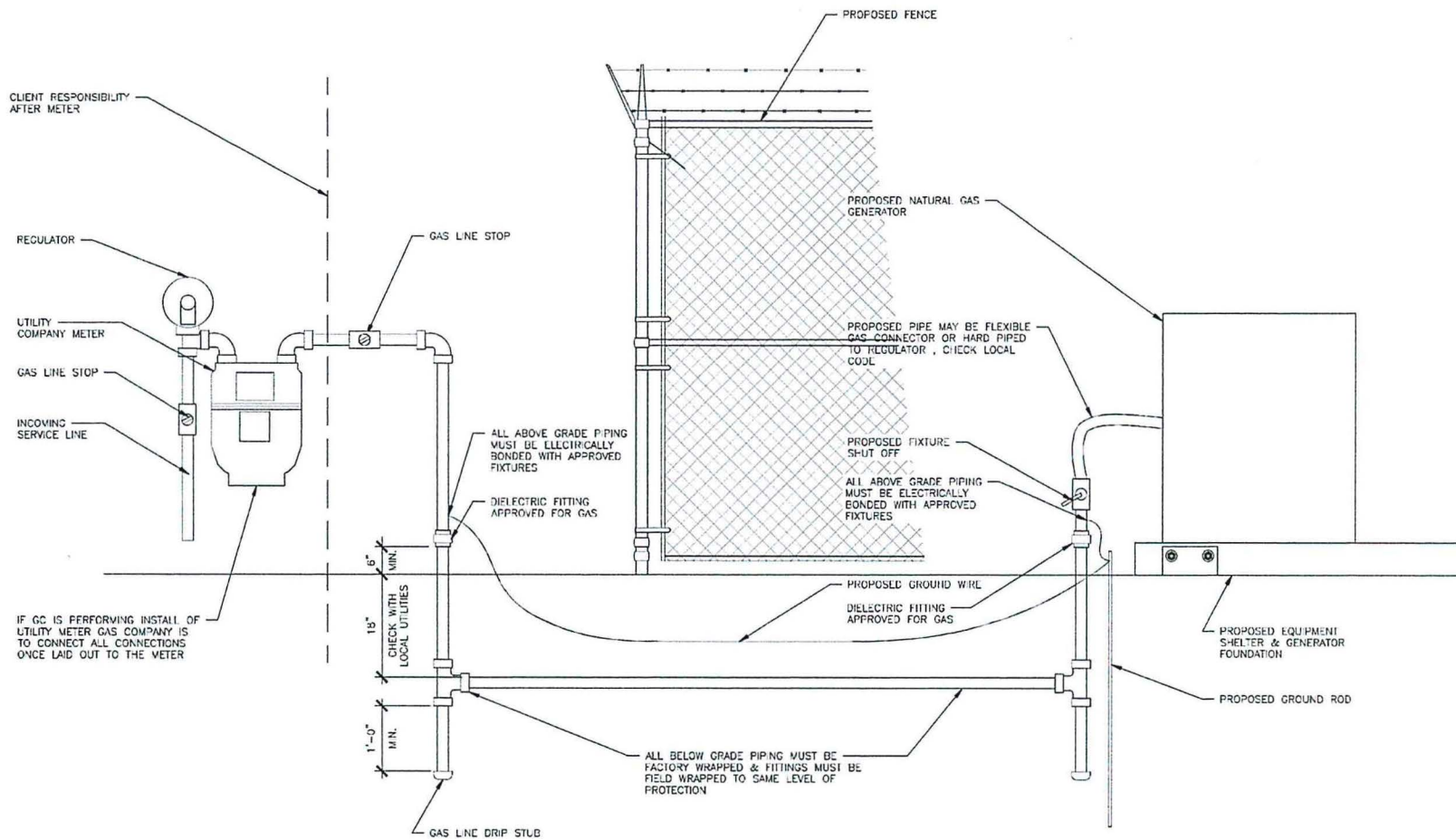
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A	9/12/18	PRELIM. ISSUE	JWM
0	10/15/18	CONST. ISSUE	JWM

SHEET TITLE:

GROUNDING DETAILS

SHEET NUMBER:	PROJECT #:	REVISION:
G4	OK1493	0
BY: JWM	CKD BY: JWM	

1:4304555, 4/20/18, 11/15/18, 11/17/2018, OK1493, NGS, Rev. 0 Construction Drawing, Drawing Area = Sheet, 035 - User: jmcgarry - Oct 15, 2018 - 7:00pm



1 NATURAL GAS DETAIL SCALE: N.T.S.

VENDOR:



at&t
Your World. Delivered.

405 N. BROADWAY, 7TH FLOOR
OKLAHOMA CITY, OK 73102
PH: (405) 529-8134

CRB COMPANIES LLC

CRB COMPANIES LLC
156 S. BOSTON AVE STE 215
TULSA, OKLAHOMA 74109
(918) 449-4551

PRODUCED BY:



SPECIALTY TELECOMMUNICATIONS
SERVICES, PLLC.
PROFESSIONAL ENGINEERS
AND CONSULTANTS
13431 N. BROADWAY, SUITE 120
OKLAHOMA CITY, OK 73114
(405) 753-7167
COA #5499

SITE NAME:
NORTH KICKAPOO

SITE NUMBER:
OK1493

SITE ADDRESS:
125 WEST 45TH STREET
SHAWNEE OK 74804

ENGINEER:



FE #22174 EXP 11/30/2019

NO	DATE	DESCRIPTION	BY
A	8/12/18	PRELIM ISSUE	JWM
D	10/15/18	CONST ISSUE	JWM

SHEET TITLE:
NATURAL GAS DETAIL

SHEET NUMBER: PROJECT #:
G5 OK1493

BY: JWM | CKD BY: JWM | REVISION: **0**

White's **ACE** Building Center

603 E. Independence • PO Box 1029 • Shawnee, OK 74804
(405) 275-4900 • www.whiteace.com



February 28, 2019

Shawnee Planning Commission

RECEIVED

FEB 28 2019

CITY CLERK

To Whom It May Concern:

I want to go on record as definitely being opposed to the construction of the proposed cell tower. It would affect property I own at 134 Meadows Lane.

I am opposed for a number of reasons:

- 1) There is a valid on-going debate regarding possible health risks to those living in the vicinity of cell towers. My daughter, son-in-law, and grandson reside at the property involved.
- 2) Possible negative effect on property value.
- 3) It would not benefit the neighborhood aesthetically.
- 4) The possibility of interference with other personal electronic signals, ie, televisions, computers, etc.

I am recommending that you reject the construction of this cell tower.

Sincerely,

Linda White

White's Ace Building Center
603 E. Independence
Shawnee, OK 74804
405.275.4900
Fax 275-6425

White's Ace Building Center
1600 N Milt Phillips
Seminole, OK 74868
382-5195
Fax 382-0498

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



March 1, 2019

Shawnee Planning Commission

To Whom It May Concern:

The Housing Authority of the Sac and Fox Nation wants to go on record as being opposed to the construction of the proposed cell tower. It would affect property that the Housing Authority owns, specifically Traditional Way neighborhood.

HASFN is opposed for a number of reasons:

- Safety issues for tenants located in the neighborhood
- Possible negative effect on property values
- Would not benefit the neighborhood aesthetically
- The possibility of interference with other personal electronic signals

The Housing Authority of the Sac and Fox Nation is recommending that you reject the construction of this cell tower.

Sincerely,

A handwritten signature in cursive script that reads "Dustin Rolette".

Dustin Rolette
Acting Executive Director

Approved 8/11/17

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.shawneeok.org

For Office Use Only	
Case Number:	<u>P01-19</u>
Project Number:	<u>190050</u>
Date Filed:	<u>1-18-2019</u>
_____ Planning Commission Secretary	

REQUEST:

☐ Rezoning
☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from AG District to AG with a 140' movable tower District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 125 WEST 45th Street, Shawnee, OK 74804

LEGAL DESCRIPTION: Formerly Blocks 23, 24 & 27, ARMOURDALE ADDITION (See Attached)

PROPERTY OWNER (S): NORTHside Veterinary Holdings, LLC

PROPERTY AGENT (APPLICANT): ATAT by Troy Williams

APPLICANT'S ADDRESS: 9700 NW Express Way, Suite 800

CITY: Oklahoma City STATE: OK ZIP: 73118

EMAIL ADDRESS: Troy.Williams@branchcomm.net

TELEPHONE NUMBER: (405) 833-2040 CONTACT NUMBER: (405) 833-2040

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: AG CURRENT USE: AG

PROPOSED ZONING: AG PROPOSED USE: cell tower

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. 02252984

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

City of Shawnee OK
405-878-1616

REC#: 02252984 1/18/2019 11:19 AM
OPER: KG TERM: 020 /
REF#: 7949
PAID BY:

TRAN: 401.0000 BUILDING PERMIT
190050 280.00CR
TROY, WILLIAMS
125 W 45TH ST
Z-CONDUSE 280.00CR

TENDERED: 280.00 CHECK
APPLIED: 280.00-

CHANGE: 0.00

Visit www.ShawneeOK.org
For More Information

Site Name: Northside Vet Hospital
Site No.: OKL01493
H&S No.: 3012.0864
Date: 7/27/18

PARENT TRACT DESCRIPTION

Beginning at the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street, thence South 1320 feet to the center of 42nd Street; thence West on the centerline of 42nd Street a distance of 328.73 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the place of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma. (WARRANTY DEED AS RECORDED IN DOCUMENT NUMBER 201300019094, DEED RECORDS OF POTTAWATOMIE COUNTY, OKLAHOMA.)

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said tract being more particularly described as follows:

Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4; Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,240.00 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 920.00 feet to a 1/2" Iron Rod with cap set Northeast corner, said corner being the Point of Beginning; Thence continuing S 00°28'00" E a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southeast corner; Thence S 89°31'40" W parallel to said North line, a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southwest corner; Thence N 00°28'20" W perpendicular to said North line, a distance of 60.00 to a 1/2" Iron Rod with cap set for the Northwest corner; Thence N 89°31'40" E parallel to said North line, a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.

ACCESS/UTILITY EASEMENT DESCRIPTION

A 30.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 15.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4; Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,194.50 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet to a point on the South Public Right of Way of East 45th Street, said point being the Point of Beginning; Thence S 02°11'25" W a distance of 112.06 feet to a point; Thence S 27°41'05" W a distance of 139.69 feet to a point; Thence S 06°40'28" W a distance of 343.15 feet to a point; Thence S 01°03'32" W a distance of 324.53 feet to a point; Thence N 89°31'53" E a distance of 107.99 feet to the point of termination on the West line of the 0.083 acre Lease Site. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.

Site Name: Northside Vet Hospital
Site No.: OKL01493
H&S No.: 3012.0864
Date: 7/27/18

UTILITY EASEMENT DESCRIPTION

A 10.00 foot wide easement for utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 5.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;

Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,022.76 feet to a point;

Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet, said point being the Point of Beginning; Thence S 00°18'42" W a distance of 920.09 feet to a point;

Thence N 89°31'40" E a distance of 169.83 feet to the point of termination on the West line of the 0.083 acre Lease Site Compound. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter (NE/c NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street; thence South 1320 feet to the Center of Forty-second Street; thence West on the center line of Forty-second Street a distance of 328.76 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the point of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (3), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: January 3, 2019 at 7:30 AM

First American Title Insurance Company

By: 
Michelle Cook
Abstractor License No. 3286
OAB Certificate of Authority # 017
File No. 2374958-SH99

OWNERSHIP LIST

ORDER NO. 2374958

DATE PREPARED: January 10, 2019

EFFECTIVE DATE: January 3, 2019 at 7:30 am

OWNER	LOT	BLK	ADDITION
NORTHSIDE VETERINARYHOLDINGS 121 W 45TH SHAWNEE, OK 74804			BEG NE/C NW NW WHICH IS CENTER OF BEARD S1320' W328.76' N1320' E328.76'(FORMERLY DESC.AS BLKS 23,24 & 27 ARMOURDALE ADDN) (NW 6-10N-4E)
HOUSING AUTHORITY OFTHE SAC & FOX NATION 201 N HARRISON SHAWNEE, OK 74801	1 & 4-23 & 25, LESS LOT 2	1	FOUR WINDS ESTATES
SULPHUR CAROL Y 4411 TRADITIONAL WAY SHAWNEE, OK 74801	3	1	FOUR WINDS ESTATES
STOBER JAMES R & CYNTHIA A 4009 N KICKAPOO SHAWNEE, OK 74804			BEG 333'E SW/C NW NW E657' N264' W990' S25' E333' S239' POB. (NW 6-10N-4E)
AKIN JOHN M & BETHANY 124 MEADOWS LN SHAWNEE, OK 74804	12	1	THE MEADOWS AP
MK VENTURES LIMITED LLC 1013 S MCLLOUD RD MCLLOUD, OK 74851	13	1	THE MEADOWS AP
DYKE ANDREW A 128 MEADOWS LN SHAWNEE, OK 74804	14	1	THE MEADOWS AP
HACKNEY SHANNON 130 MEADOWS LN SHAWNEE, OK 74804	15	1	THE MEADOWS AP
MASSEY JEFFREY N. & ROSE M 132 MEADOWS LANE SHAWNEE, OK 74804	16	1	THE MEADOWS AP
BUDFORD WHITE LUMBER CO PO BOX 1029 SHAWNEE OK 74802	17	1	THE MEADOWS AP
DOUGLAS STREET REALTY LLP 3701 N HARRISON SHAWNEE, OK 74804	18-19	1	THE MEADOWS AP

DOUGLAS STREET REALTY LLP 3701 N HARRISON SHAWNEE, OK 74804	20-21	1	THE MEADOWS AP
DOUGLAS STREET REALTY LLP 3701 N HARRISON SHAWNEE, OK 74804	22-23	1	THE MEADOWS AP
REUBEN PELTIER PROPERTIES LLC P O BOX 3071 SHAWNEE, OK 74802	18-19	2	THE MEADOWS AP
DOUGLAS STREET REALTY LLP 3701 N HARRISON SHAWNEE, OK 74804	16-17	2	THE MEADOWS AP
MCLEOD JAMES C 4118 N MARKET SHAWNEE, OK 74804	14-15	2	THE MEADOWS AP
BHATTI EDWIN S & KAROLYN J 125 MEADOWS LN SHAWNEE, OK 74804	13	2	THE MEADOWS AP
ARVEST BANK 201 N BRAODWAY SHAWNEE, OK 74801			A TRACT BEG 1528.95'S NE/C NW/4 S0°33'52"E499.91' S89°58'26"W1311.12' N0°14'26"E499.88' N89°58'26"E1304.09' POB (NW4 6-10N-4E)
SCHOOL LAND INDEP SCHOOL DIST #93 SHAWNEE, OK 00000	1	1	SHAWNEE MIDDLE SCHOOL
BODARD REALTY LLC 3701 N HARRISON SHAWNEE, OK 74804			BEGINNING NE/C NW/4 SOUTH ALONG THE EAST LINE OF THE NW/4 A DISTANCE OF 344.5' THENCE W A DISTANCE OF 283.97' POB W985.63' N344.56' E975.56' S344.5' POB (NW4 6-10N-4E)

SHAWNEE MISSION PLAZA LLC 132 W MAIN ST PURCELL, OK 73080		SW/4 (ALSO KNOWN AS U S GOV LOTS 3 & 4 AND E/2 SW LESS BEG NW/C SW S740' E50' N425.92' E25' NE ALG CURVE TO LEFT A RADIUS OF 791.20'A DIS OF 325.05' N66°E 572.66' TH EASTERLY 1724.98' TH N 10 .57' W2641' POB AND LESS PT LOT 1 BLK 1 BRIARCREEK PHASE I OWNED BY MCDONALDS AND LESS LOT 2 BLK 1 SHAWNEE MISSION PLAZA OWNED BY SHONEY'S LESS COMM AT NE/C U S GOVERNMENT LOT 3 S573.37' TH S87°E 55.72' TO A PT BEING ON THE EASTERLY RW LN FOR KICKAPOO ST SAID PT ALSO BEING 261.16' S2°W OF NW/ C OF LOT 1 BLK 1 BRIAR CREEK PHASE I AND ALSO BEING POB OF A TR DES AS TH S87° E 226.18' TO PT ON EASTERLY RW LN OF KICKAPOO ST TH N ALG SAID EASTERLY RW LN 50 ' POB THIS STRIP OWNED BY MCDONALDS LESS 1.2603 AC TO MIDWEST HERITAGE INN LESS 1.99AC & LESS 8.74AC TO SHAWNEE HOUSING ASSOCI ATES.& LESS .73AC TO MAZZIOS LESS .297 AC TO STATE LESS 2.23 AC TO BLACKBURN PROP LESS 3.57 AC TO SHAWNEE HOUSING ASSOC II LESS 1.31 AC TO RETAIL BUILDINGS INC LESS TR TO BANCFIRST REC#2000-1442 & LESS .22AC 2005-3750 & LESS 2.25AC REC 2006-894 & LESS 1.37AC REC 2006-2294 & LESS .60AC REC 2006-2298 & LESS .53AC PLATTED INTO SHA MISSION PLAZA SEC 6 & LESS... (SW4 31-11N-4E)
--	--	---

H & S Surveying, Inc.
"Surveying and Mapping Professionals"
201 N. Bickford
El Reno, OK. 73036
Ph: (405) 262-0249 Fax: (405) 262-5107

July 03, 2018
AT&T Mobility
1-A CERTIFICATION

Site Name: Northside Vet Hospital
Site No.: OKL01493
H&S No.: 3012.0864

This is to certify that the natural ground of a proposed tower lying within the subject site has the following geographic location within a 1-A tolerance.

Latitude & Longitude (to within Twenty (20) feet)

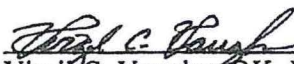
Latitude: 35°22'25.355" (NAD 83)

Longitude: 96°55'32.698" (NAD 83)

Natural Ground Elevation – (to within Three (3) feet)

Elevation: 1041.09 (NAVD 88)

And that the above information is true and correct to within the given specifications.


Virgil C. Vaughn, OK. L.S # 405
CA # 1600, Exp. 06/30/2019

07-03-18

Date



As of: 11/6/2017

Property Owner**Name:** NORTHSIDE
VETERINARYHOLDINGS**Mailing Address:** 121 W 45TH
SHAWNEE, OK 74804**Type:** (CI) Comm. Impr.**Tax Dist:** (93SHA) Shawnee (93-R SD)**Size (Acres):** 10.000**Extended Legal:** 93-SU BEG NE/C NW NW WHICH IS CENTER OF BEARD S1320' W328.76' N1320'
E328.76'(FORMERLY DES**Property Information****Physical Address:** 121 45TH**Subdivision:** Rural (No Addition)**S-T-R:** 06-010-04**Market and Assessed Values:**

	Taxable Market Value	Full Assessed (12% Market Value)
Land:	\$250,000	\$30,000
Building:	212088	25451
Total:	\$462,088	\$55,451

Land:

Land Use	Size	Units
Land	10.00	AC

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
11/8/2013	2013	19094	Warr. Deed	900.00	\$600,000	NORTHSIDE VETERINARY HOLD		
11/12/2010	2010	16951	Warr. Deed	750.00	\$500,000	BOND FAMILY REAL ESTATE		
1/31/2000	2000	1521	Warr. Deed	247.50	\$165,000	PARIS DON & SUSANA		

As of: 11/6/2017

Details for Card 1:

Business Name(s):

Number of Units: 0

Foundation: O1

Struct. Frame: D

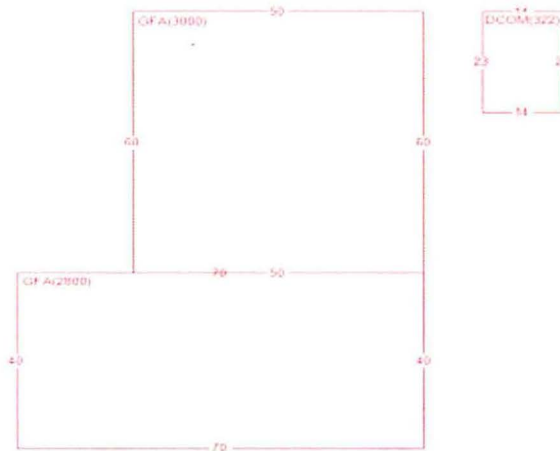
Roof Cover: TAR & GRAVEL

Total Floor Area:

Interior Finish: O3

Exterior Walls: BRICK VEN

Roof Struct.: FLAT



Building: 1

Age/YC	Condition	Grade	Stories
1982	Average	D-	1
Avg. Floor Area: Avg. Perimeter: 300 No. Floors: 1 Avg. Floor Hgt: 10 Common Wall: 0 Total Floor Area: Total Height: 10 Unit Multiplier: 0			
Occupancy Primary Hospitals Heating/Cooling N/A			

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
DCOM-STG		14x23x322			35

As of: 11/6/2017

Photos



Map:



Market: Oklahoma City

Cell Site Number: OKL01493A
Cell Site Name: N. Kickapoo
Search Ring Name: N. Kickapoo
Fixed Asset Number: 14304856

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, having a mailing address of 121 W. 45th Street, Shawnee, OK 74804 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 121 W. 45th Street, Shawnee, OK 74804, in the County of Pottawatomie, State of Oklahoma (collectively, the "**Property**"). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the "**Option**") to lease a certain portion of the Property containing approximately 60' X 60' or 3,600 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the "**Premises**"), for the placement of a Communication Facility in accordance with the terms of this Agreement.

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

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of Eight Hundred and No/100 Dollars (\$800.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") which term may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term**."

(d) The Option may be sold, assigned or transferred at any time by Tenant with the written consent of Landlord, which will not be unreasonable withheld or denied. Upon written notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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

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

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

3. **TERM.**

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

(b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

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

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

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Eight Hundred and No/100 Dollars (\$800.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by Twelve Percent (12%) over the Rent paid during the previous five (5) year term.

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

(d) Revenue Share. In the event Tenant sublets or licenses space on the Communication Facility to a third party collocator ("**Collocator**"), Tenant shall remit Three Hundred and No/100 Dollars (\$300.00) per month of the rent or license fees collected by Tenant from such Collocator (the "**Collocator Rent**") to Landlord (the "**Landlord's Revenue Share**"). The Collocator Rent shall be negotiated by and between Tenant and Collocator, on terms acceptable to Tenant, in Tenant's sole discretion. Landlord acknowledges and agrees that Landlord's Revenue Share may or may not be passed through as a cost to Collocator. In the event Tenant sublets to more than one Collocator, Tenant shall be obligated to pay the Landlord's Revenue Share for each Collocator but Landlord's Revenue Share shall not apply to any installation on the Communication Facility by New Cingular Wireless PCS, LLC or an Affiliate. Tenant's obligation to pay Landlord's Revenue Share to Landlord shall expire or abate, as applicable, at such time as the Collocator does not pay Collocator Rent to Tenant, and shall resume, as applicable, if and when the Collocator resumes paying such recurring Collocator Rent and the Landlord's Revenue Share shall be prorated for partial periods.

5. **APPROVALS.**

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

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

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

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

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

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

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

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

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

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

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

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

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

9. **INDEMNIFICATION.**

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

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

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order,

summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant’s sole determination, renders the condition of the Premises or Property unsuitable for Tenant’s use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“**Access**”) to and over the Property, from the public right of way (being 45th Street) over the Access Easement area as described in **Exhibit 1** to the Premises for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Any road on the Property not currently present and required by Tenant to access the Premises along and within said access easement as described in **Exhibit 1** shall be the sole responsibility of the Tenant to install, improve, and maintain for the duration of this Agreement. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System (“UAS”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant’s behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Entrance access gate must remain closed at all times if Tenant or its employees, agents or subcontractors are entering the Property after business hours.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant’s operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has

commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: OKL01493; Cell Site Name: N. Kickapoo (OK)
Fixed Asset #: 14304856
575 Morosgo Drive NE
Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: OKL01493; Cell Site Name: N. Kickapoo (OK)
Fixed Asset #: 14304856
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: Northside Veterinary Holdings, LLC
121 W. 45th Street
Shawnee, OK 74804

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses,

prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment

on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed Tenant Payment Direction Form

vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

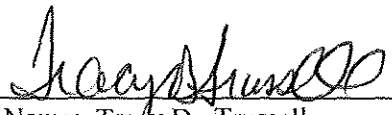
(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

"LANDLORD"

Northside Veterinary Holdings, LLC
an Oklahoma limited liability company

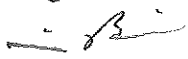
By: 
Print Name: Tracy D. Trussell
Its: Member
Date: 12-10-18

By: 
Print Name: Natalie R. Keith
Its: Member
Date: 12-10-18

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

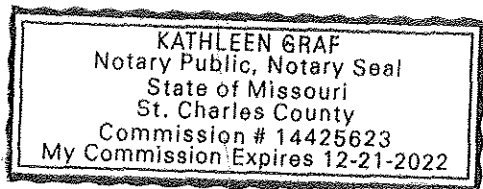
By: 
Print Name: MICHAEL BRIDWELL
Its: Area Mgr - Const & Eng
Date: 2/18/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Missouri)
) ss:
COUNTY OF St Charles)

On the 18 day of February, 2019, before me personally appeared Michael Brodwell, and acknowledged under oath that he/she is the Area Mgr. Const. Eng. of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathleen Graf
Notary Public: Kathleen Graf
My Commission Expires: 12/21/2022

LANDLORD ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss:
COUNTY OF POTTAWATOMIE)

On the 10th day of December, 2018 before me, personally appeared Tracy D. Trussell, Member of Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, who acknowledged under oath, that he is the person/officer named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Notary Public: Kristie McGee
My Commission Expires: 02/04/22

STATE OF OKLAHOMA)
) ss:
COUNTY OF POTTAWATOMIE)

On the 10th day of December, 2018 before me, personally appeared Natalie R. Keith, Member of Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, who acknowledged under oath, that she is the person/officer named in the within instrument, and that she executed the same in her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.



Notary Public: Kristie McGee
My Commission Expires: 02/04/22

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 4

to the Option and Land Lease Agreement dated 2-18, ²⁰¹⁹2018, by and between Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street, thence South 1320 feet to the center of 42nd Street; thence West on the center line of 42nd Street a distance of 328.76 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the place of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma.

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 4

The Premises are described and/or depicted as follows:

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said tract being more particularly described as follows: Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4; Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,240.00 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 920.00 feet to a 1/2" Iron Rod with cap set Northeast corner, said corner being the Point of Beginning; Thence continuing S 00°28'00" E a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southeast corner; Thence S 89°31'40" W parallel to said North line, a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southwest corner; Thence N 00°28'20" W perpendicular to said North line, a distance of 60.00 to a 1/2" Iron Rod with cap set for the Northwest corner; Thence N 89°31'40" E parallel to said North line, a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.

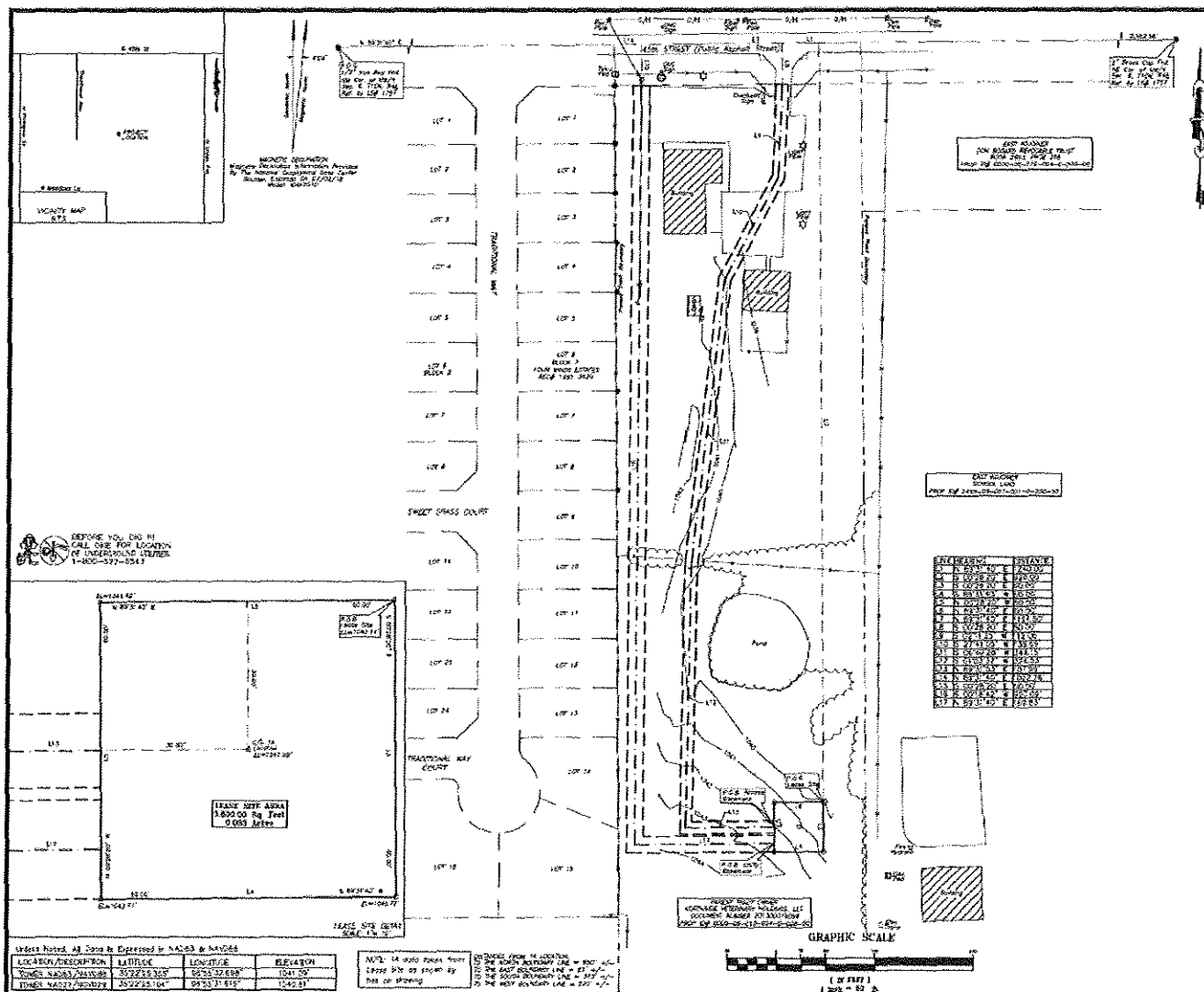
ACCESS/UTILITY EASEMENT DESCRIPTION

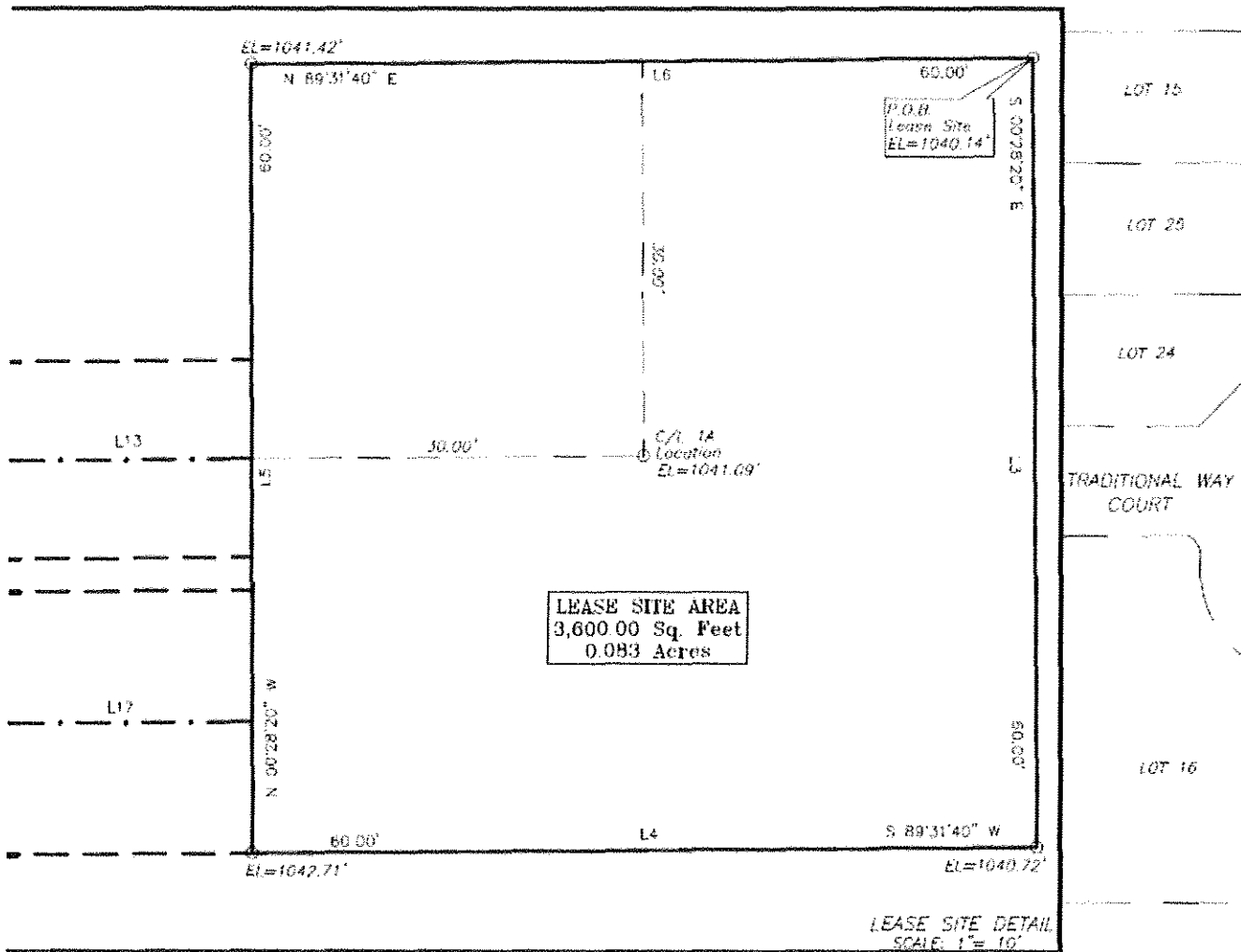
A 30.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 15.00 feet on each side of the following described centerline: Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4; Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,194.50 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet to a point on the South Public Right of Way of East 45th Street, said point being the Point of Beginning; Thence S 02°11'25" W a distance of 112.06 feet to a point; Thence S 27°41'05" W a distance of 139.69 feet to a point; Thence S 06°40'28" W a distance of 343.15 feet to a point; Thence S 01°03'32" W a distance of 324.53 feet to a point; Thence N 89°31'53" E a distance of 107.99 feet to the point of termination on the West line of the 0.083 acre Lease Site. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.

UTILITY EASEMENT DESCRIPTION

A 10.00 foot wide easement for utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 5.00 feet on each side of the following described centerline: Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4; Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,022.76 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet, said point being the Point of Beginning; Thence S 00°18'42" W a distance of 920.09 feet to a point; Thence N 89°31'40" E a distance of 169.83 feet to the point of termination on the West line of the 0.083 acre Lease Site

Compound. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.





Unless Noted, All Data Is Expressed In NAD83 & NAVD88

LOCATION/DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION
TOWER NAD83/NAV088	35°22'25.355"	96°55'32.698"	1041.09'
TOWER NAD27/NGVD29	35°22'25.104"	96°55'31.615"	1040.81'

NOTE: 1A data taken from
Lease Site as shown by
ties on drawing.

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 10(b)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between MidFirst Bank having its principal office at 11001 N. Rockwell Ave., Oklahoma City, OK 73162, (hereinafter called **"Mortgagee"**) and Northside Veterinary Holdings, LLC, an Oklahoma limited liability company having its principal office/residing at 121 W. 45th, Shawnee, OK 74804 (hereinafter called **"Landlord"**), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, Atlanta, GA 30324 (**"Tenant"**).

WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Land Lease Agreement dated _____, 2018, (the **"Lease"**) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the **"Premises"**); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the **"Mortgage"**) upon property having a street address of 121 W. 45th Street, Shawnee, OK 74804, being identified as Beginning at the Northeast corner of the NW/4 NW/4 of Section Six (6), Township Ten (10) North, Range Four (4) East formerly described as Blocks 23, 24 and 27 in the Armourdale Addition of Shawnee, Pottawatomie County, State of Oklahoma (**"Property"**), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of Five Hundred Ninety Six Thousand Four Hundred Eighty One and 98/100 (\$596,481.98) Dollars, which Mortgage has been recorded in the appropriate public office in and for Pottawatomie County, Oklahoma (**"Mortgage"**); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.
2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.
3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

Northside Veterinary Holdings, LLC
an Oklahoma limited liability company

By: _____
Print Name: Tracy D. Trussell
Its: Member
Date: _____

By: _____
Print Name: Natalie R. Keith
Its: Member
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

MORTGAGEE:

MidFirst Bank,

By: _____
Print Name: _____
Its: _____
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS

LANDLORD

STATE OF OKLAHOMA)
) ss:
COUNTY OF POTTAWATOMIE

On the ____ day of _____, 2018, before me, personally appeared Tracy D. Trussell, Member of Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, who acknowledged under oath, that he is the person named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

STATE OF OKLAHOMA)
) ss:
COUNTY OF POTTAWATOMIE

On the ____ day of _____, 2018 before me, personally appeared Natalie R. Keith, Member of Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, who acknowledged under oath, that she is the person/officer named in the within instrument, and that she executed the same in her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 20____, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

MORTGAGEE

STATE OF OKLAOHOMA)
) ss:
COUNTY OF _____)

On the _____ day of _____, 2018 before me, personally appeared _____ of MidFirst Bank, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 2

The Property is legally described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street, thence South 1320 feet to the center of 42nd Street; thence West on the centerline of 42nd Street a distance of 328.73 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the place of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma.

The Premises is legally described as follows:

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said tract being more particularly described as follows:

*Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;
Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,240.00 feet to a point;
Thence S 00°28'20" E perpendicular to said West line, a distance of 920.00 feet to a 1/2" Iron Rod with cap set Northeast corner, said corner being the Point of Beginning;
Thence continuing S 00°28'00" E a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southeast corner; Thence S 89°31'40" W parallel to said North line, a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southwest corner; Thence N 00°28'20" W perpendicular to said North line, a distance of 60.00 to a 1/2" Iron Rod with cap set for the Northwest corner; Thence N 89°31'40" E parallel to said North line, a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.*

ACCESS/UTILITY EASEMENT DESCRIPTION

A 30.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 15.00 feet on each side of the following described centerline:

*Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;
Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,194.50 feet to a point;
Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet to a point on the South Public Right of Way of East 45th Street, said point being the Point of Beginning;
Thence S 02°11'25" W a distance of 112.06 feet to a point; Thence S 27°41'05" W a distance of 139.69 feet to a point; Thence S 06°40'28" W a distance of 343.15 feet to a point;*

Thence S 01°03'32" W a distance of 324.53 feet to a point; Thence N 89°31'53" E a distance of 107.99 feet to the point of termination on the West line of the 0.083 acre Lease Site. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.

UTILITY EASEMENT DESCRIPTION

A 10.00 foot wide easement for utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 5.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;

Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,022.76 feet to a point;

Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet, said point being the Point of Beginning; Thence S 00°18'42" W a distance of 920.09 feet to a point;

Thence N 89°31'40" E a distance of 169.83 feet to the point of termination on the West line of the 0.083 acre Lease Site Compound. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.

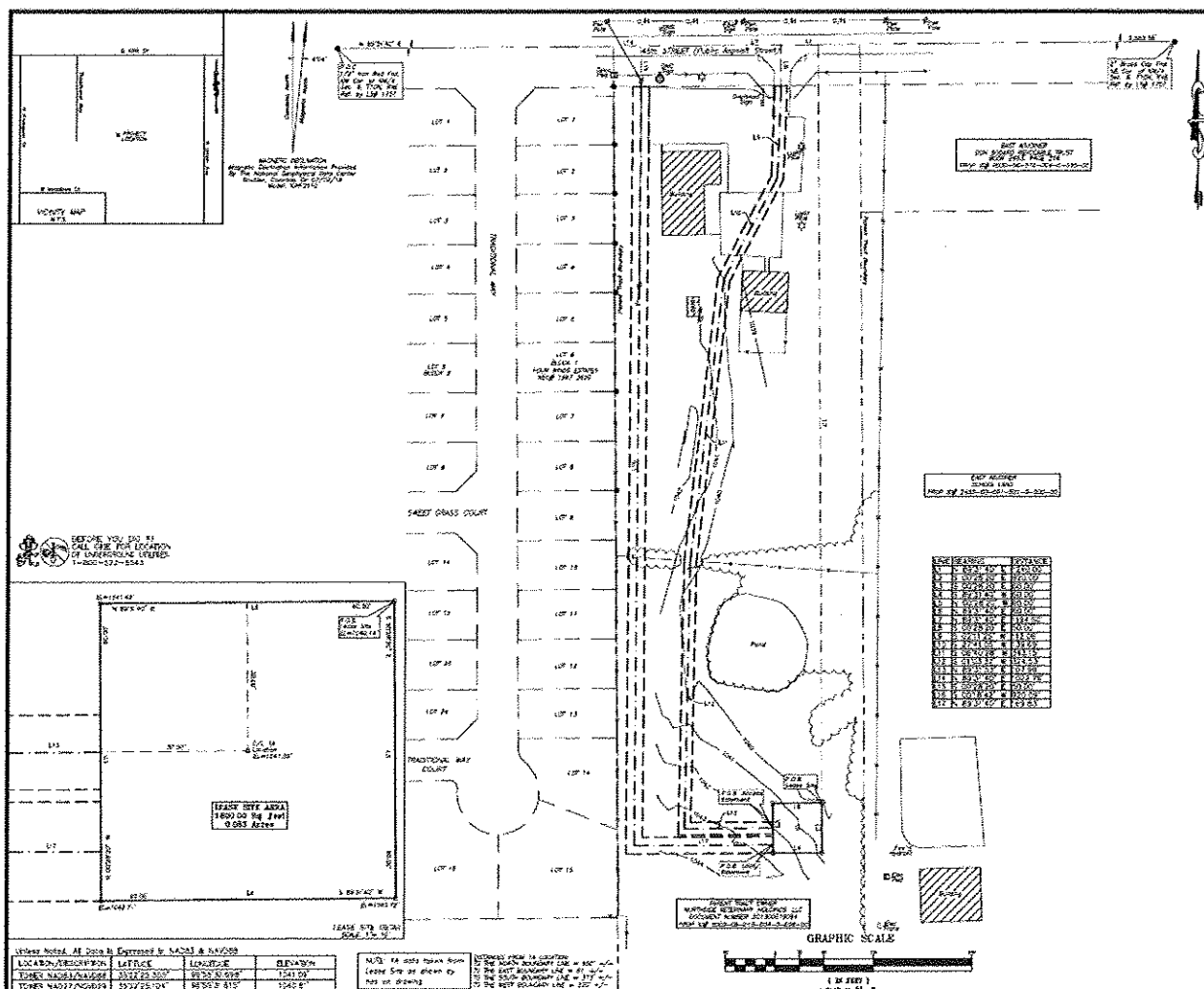


EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

1. NONE

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

Northside Veterinary Hospital, LLC

February 1, 2018

Building Staff / Security Staff
AT&T / New Cingular Wireless PCS, LLC
575 Morosgo Drive NE, 13-F
Atlanta, GA 30324

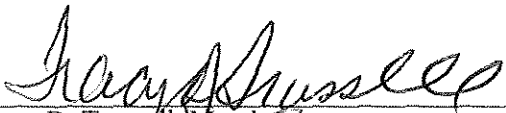
Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.



Tracy D. Trussell, Member



Natalie R. Keith, Member

EXHIBIT 24(b)
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 18 day of Feb, 20 19, by and between Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, having its principal office at 121 W. 45th Street, Shawnee, OK 74804 (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, 13F, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Seventeen (17) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LANDLORD:

Northside Veterinary Holdings, LLC,
an Oklahoma limited liability company

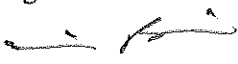
By: _____
Print Name: Tracy D. Trussell
Its: Member
Date: _____

By: _____
Print Name: Natalie R. Keith
Its: Member
Date: _____

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:  _____
Print Name: MICHAEL BRIDWELL
Its: Area Mgr - Const & Eng
Date: 2/18/19

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF St Charles) ss:

On the 18 day of February, 2019, before me personally appeared Michael Bridwell, and acknowledged under oath that he/she is the Area Mgr. Const & Eng of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathleen Graf
Notary Public: Kathleen Graf
My Commission Expires: 12/21/22

LANDLORD ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss:

On the _____ day of _____, 2018 before me, personally appeared Tracy D. Trussell, Member of Northside Veterinary Holdings, LLC, an Oklahoma limited liability company , who acknowledged under oath, that he is the person/officer named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) ss:

On the _____ day of _____, 2018 before me, personally appeared Natalie R. Keith, Member of Northside Veterinary Holdings, LLC, an Oklahoma limited liability company , who acknowledged under oath, that she is the person/officer named in the within instrument, and that she executed the same in her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of 4

to the Memorandum of Lease dated 2-18, 2018, by and between Northside Veterinary Holdings, LLC, an Oklahoma limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street, thence South 1320 feet to the center of 42nd Street; thence West on the center line of 42nd Street a distance of 328.76 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the place of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma.

DESCRIPTION OF PROPERTY AND PREMISES

Page 2 of 4

LEASE SITE DESCRIPTION

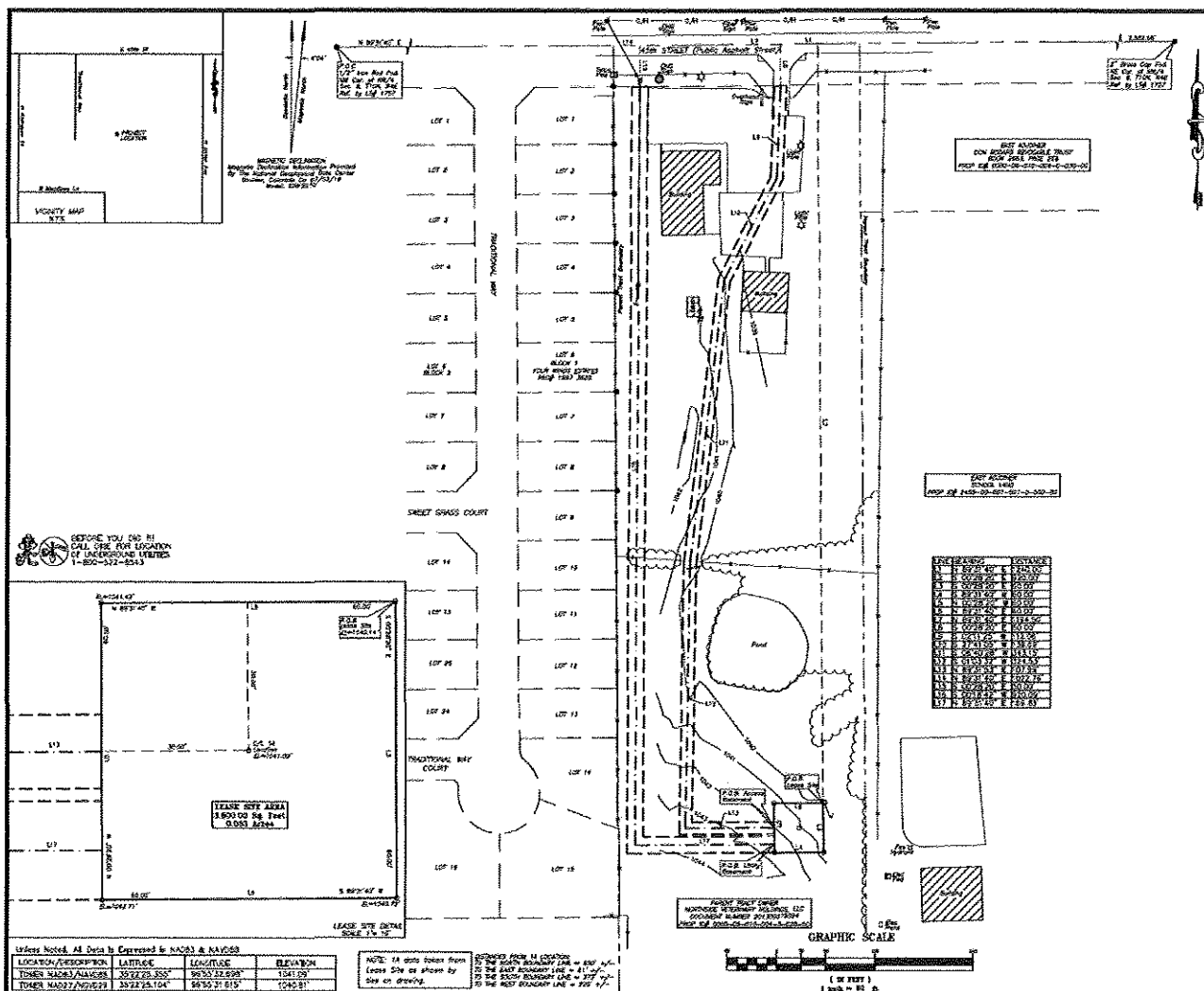
*A tract of land lying in and being a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said tract being more particularly described as follows:
Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;
Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,240.00 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 920.00 feet to a 1/2" Iron Rod with cap set Northeast corner, said corner being the Point of Beginning;
Thence continuing S 00°28'00" E a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southeast corner; Thence S 89°31'40" W parallel to said North line, a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Southwest corner; Thence N 00°28'20" W perpendicular to said North line, a distance of 60.00 feet to a 1/2" Iron Rod with cap set for the Northwest corner; Thence N 89°31'40" E parallel to said North line, a distance of 60.00 feet to the Point of Beginning, containing 3,600.00 square feet or 0.083 acres, more or less.*

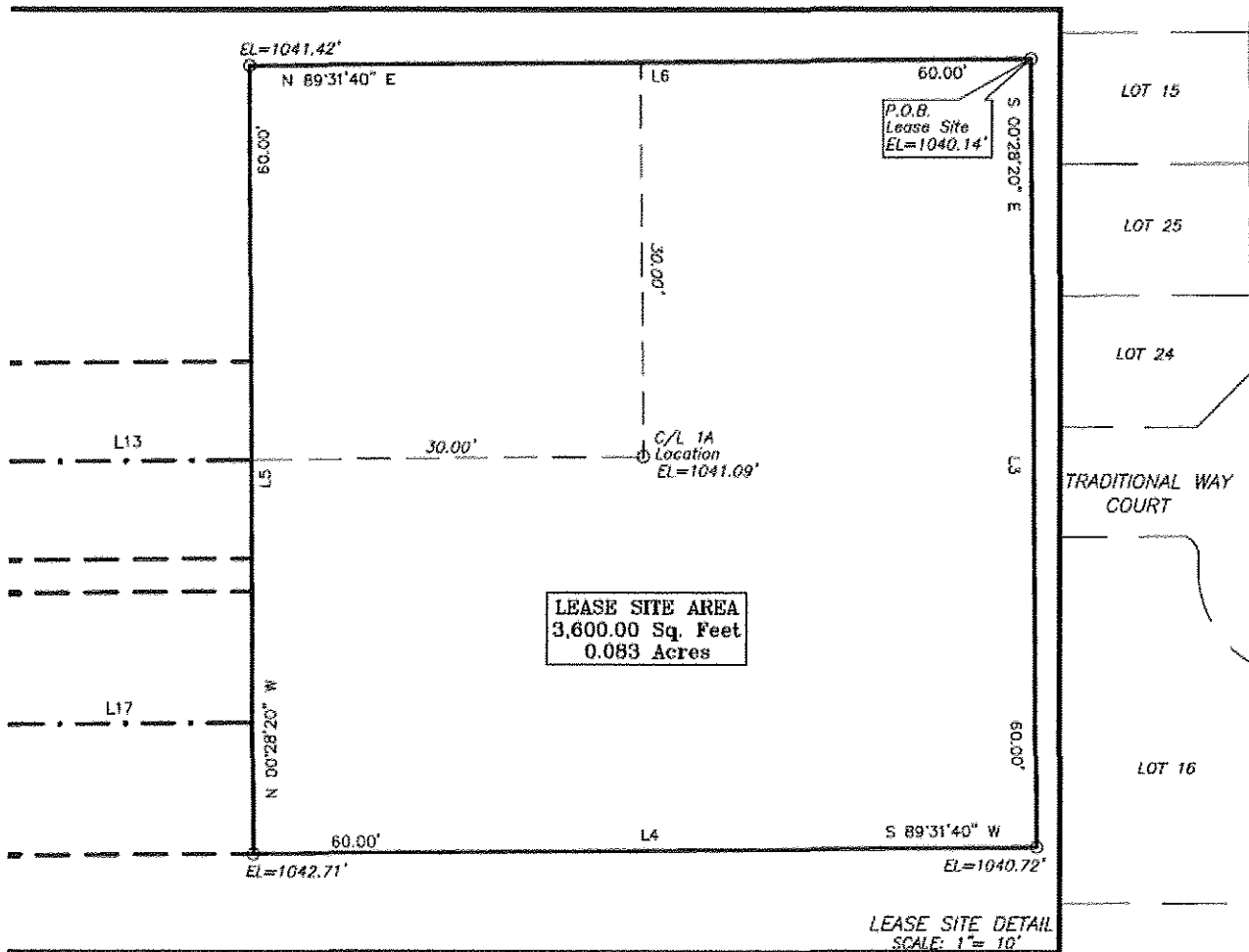
ACCESS/UTILITY EASEMENT DESCRIPTION

*A 30.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 15.00 feet on each side of the following described centerline:
Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;
Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,194.50 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet to a point on the South Public Right of Way of East 45th Street, said point being the Point of Beginning; Thence S 02°11'25" W a distance of 112.06 feet to a point; Thence S 27°41'05" W a distance of 139.69 feet to a point; Thence S 06°40'28" W a distance of 343.15 feet to a point;
Thence S 01°03'32" W a distance of 324.53 feet to a point; Thence N 89°31'53" E a distance of 107.99 feet to the point of termination on the West line of the 0.083 acre Lease Site. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.*

UTILITY EASEMENT DESCRIPTION

*A 10.00 foot wide easement for utility purposes crossing a part of the NW/4 of Section 6, Township 10 North, Range 4 East of the Indian Base and Meridian, as described in Document Number 201300019094, Deed Records of Pottawatomie County, Oklahoma; Said easement being 5.00 feet on each side of the following described centerline:
Commencing at a 1/2" Iron Rod found for the Northwest corner of said NW/4;
Thence N 89°31'40" E on the North line of said NW/4, a distance of 1,022.76 feet to a point; Thence S 00°28'20" E perpendicular to said West line, a distance of 50.00 feet, said point being the Point of Beginning; Thence S 00°18'42" W a distance of 920.09 feet to a point; Thence N 89°31'40" E a distance of 169.83 feet to the point of termination on the West line of the 0.083 acre Lease Site Compound. Sidelines of said easement to be shortened or extended such as to begin on the South Public Right of Way of East 45th Street and terminate on the West line of the 0.083 acre Lease Site.*





Unless Noted, All Data Is Expressed In NAD83 & NAVD88

LOCATION/DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION
TOWER NAD83/NAVD88	35°22'25.355"	96°55'32.698"	1041.09'
TOWER NAD27/NGVD29	35°22'25.104"	96°55'31.615"	1040.81'

NOTE: 1A data taken from
Lease Site as shown by
ties on drawing.

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W-9 FORM

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Tracy D. Trussell

2 Business name/disregarded entity name, if different from above
Northside Veterinary Holdings, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual sole proprietor or single member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain payees, not individuals; see instructions on page 3).
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
Applicable to accounts maintained outside the U.S.:

5 Address (number, street, and apt., or suite no.) See instructions.
121 W 45th St.

6 City, state, and ZIP code
Shawnee, OK 74804

7 List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

From: [Troy Williams](#)
To: [Joseph A. Barker](#)
Subject: RE: 125 West 45th Street Cell Tower - Lighting
Date: Friday, February 22, 2019 9:38:14 AM
Attachments: [image001.png](#)
[14304856.AE205.181015.3167A0B0NA.OK1493.NSB.Rev 0 Construction Drawings SIGNED AND SEALED.pdf](#)

Mr. Barker,

The only lights are on the equipment shelter for maintenance. The Cell Tech has to turn them on by a switch in the shelter.

See Shelter Elevation Detail, S2 on the attached CD's.

Let me know if you have additional questions.

Thanks,

Troy Williams

Branch Communications

Site Acquisition Director

1900 NW Expressway, Suite 800

Oklahoma City, OK 73118

405-833-2040

Troy.williams@branchcomm.net

From: Joseph A. Barker <Joseph.Barker@shawneeok.org>

Sent: Thursday, February 21, 2019 4:27 PM

To: Troy Williams <Troy.Williams@branchcomm.net>

Subject: RE: 125 West 45th Street Cell Tower - Lighting
OUTSIDE SOURCE

Good afternoon, Troy,

I am currently in the process of reviewing your Conditional Use application for the cell tower at 125 West 45th Street here in Shawnee. I just have one question right now: Will there be lighting for the site where the base of the cell tower will be at? I did not see anything in the site plans about it.

Joseph Barker

Assistant City Planner

[222 N. Broadway](#)

[Shawnee, OK 74801](#)

[\(405\) 878 - 1672](#)

Joseph.Barker@shawneeok.org



201300019094
 Filed for Record in
 POTTAWATOMIE OKLAHOMA
 RAESHEL FLEWALLEN, COUNTY CLERK
 11-15-2013 At 03:33 pm.
 WARR DEED 913.00

Instrument PG 1 OF 1
 201300019094

WARRANTY DEED
 (Individual Form)

Know All Men by These Presents:

THAT BOND FAMILY REAL ESTATE HOLDINGS, L.L.C. of Pottawatomie County, State of Oklahoma, party of the first part, in consideration of the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto *121 W. 45th Shawnee Ok 74804* NORTHSIDE VETERINARY HOLDINGS, LLC, of Pottawatomie County, State of Oklahoma, parties of the second part, the following described real property and premises situate in Pottawatomie County, State of Oklahoma to-wit:

SURFACE ONLY:

Beginning at the Northeast Corner of the Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street, thence South 1320 feet to the center of 42nd Street; thence West on the center line of 42nd Street a distance of 328.76 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the place of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma.

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this 8th day of November, 2013.

BOND FAMILY REAL ESTATE HOLDINGS, L.L.C.

DARREN BOND, MEMBER

STATE OF Oklahoma

COUNTY OF Pottawatomie

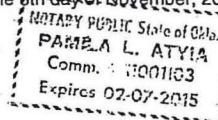
I, Pamela L. Atyia, a Notary Public of the County and State first above written, do hereby certify that Darren Bond, Member and Linda Bond Member of the BOND FAMILY INVESTMENTS, LLC personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 8th day of November, 2013.

Notary Public

My Commission Expires: 02/07/15

(SEAL)



STATE OF OKLAHOMA
 Pottawatomie County
 Documentary Stamp: \$ 900.00



RETURN TO:
 CHOICE TITLE INSURANCE
 118 NORTH BROADWAY
 SHAWNEE, OK 74801

4799

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P01-19

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed conditional use of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northwest Quarter (NE/c NW/4 NW/4) of Section Six (6), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, which is the center of Beard Street; thence South 1320 feet to the Center of Forty-second Street; thence West on the center line of Forty-second Street a distance of 328.76 feet to a point; thence North a distance of 1320 feet to the North line of said Section; thence East 328.76 feet to the point of beginning, formerly described as Blocks 23, 24 and 27, ARMOURDALE ADDITION to the City of Shawnee, Pottawatomie County, Oklahoma

General Location Known As:	<u>125 West 45th Street, Shawnee, Oklahoma, 74804</u>
Current Zoning Classification:	<u>A-1; Rural Agricultural District</u>
Requested Zoning Classification:	<u>A-1; Rural Agricultural District (w/ CUP)</u>
Proposed Use of Property:	<u>Cell Tower</u>
Applicant:	<u>Troy Williams</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearing will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

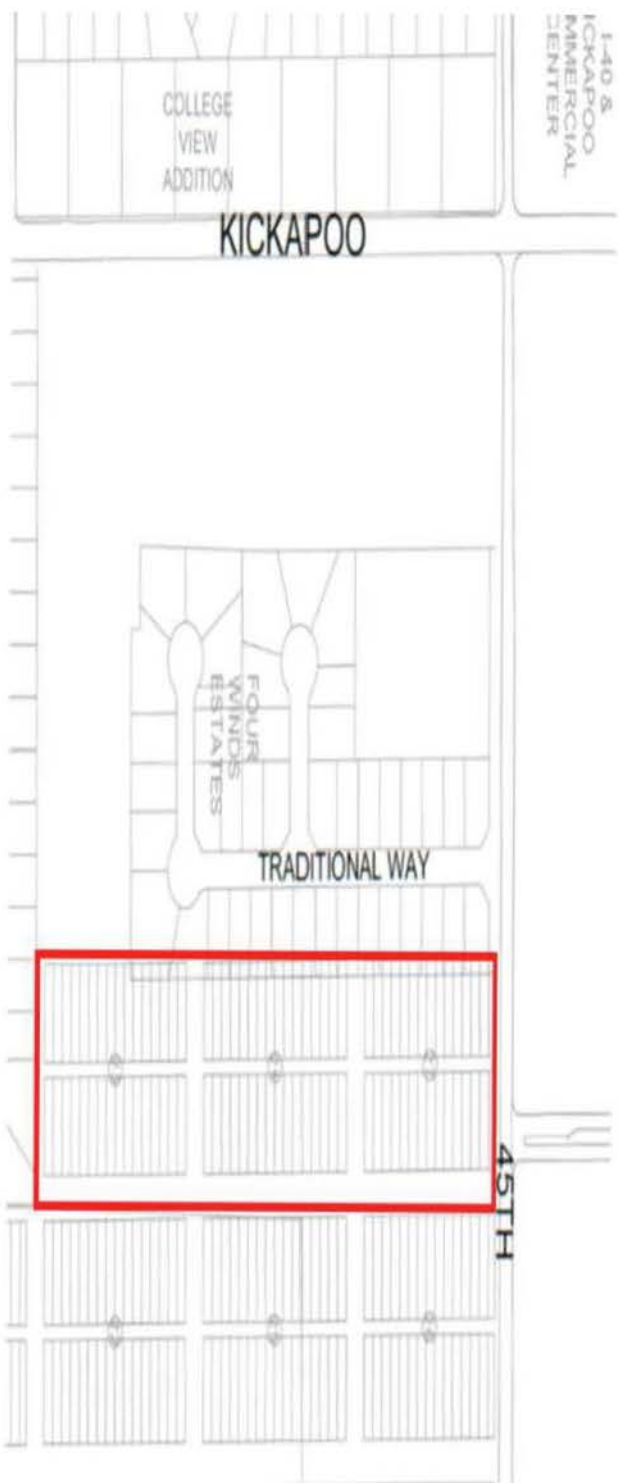
March 6 th , 2019	AT 1:30 P.M.:	CITY OF SHAWNEE PLANNING COMMISSION
March 18 th , 2019	AT 6:00 P.M.:	CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the conditional use. The Commission reserves the right to limit discussion and debate on the proposed conditional use in the public hearing, in which event those persons appearing in support or opposition of the proposed conditional use will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 7th day of February, 2019.



Lisa Lasyone
Lisa Lasyone, City Clerk



Advertising Receipt

Shawnee News Star

P.O. Box 1688
Shawnee, OK 74802-1688

Phone: 405-273-4200

Fax: 405-273-4207

City of Shawnee - LEGALS

P.O. Box 1448
SHAWNEE , OK 74802

Acct #: 05111006

Ad #: 00163942

Phone: (405)273-1250

Date: 02/14/2019

Ad taker: WW

Salesperson:

Classification: 1000

Description	Start	Stop	Ins.	Cost/Day	Extras	Total
CITY OF SHAWNEE PUBLIC HEAR	02/17/2019	02/17/2019	2	50.98	5.00	106.95

Ad Text:

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P01-19

Payment Reference:

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Total: 106.95

Tax: 0.00

Net: 106.95

Prepaid: 0.00

Total Due 106.95

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P01-19

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CITY OF SHAWNEE PLANNING COMMISSION

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CITY OF SHAWNEE CITY COMMISSION

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CONTRACTORS

Affidavit of Publication

The Shawnee News-Star

215 N. Bell

Shawnee OK 74801

(405) 273-4200

State of Oklahoma
County of Pottawatomie

I, Wanda Westerman, of lawful age, being duly sworn upon oath, deposes and says that I am the Legal Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S. §106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper in consecutive issues on the following date(s):

Insertion Date(s): Feb., 17th, 2019

Publishing Fee: \$106.95

Wanda Westerman

Wanda Westerman, Account Executive

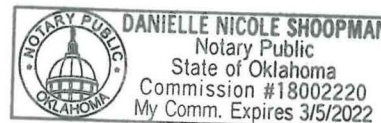
Signed and sworn to before me this 18th day of Feb., 2019.

Shoopman

Danielle Shoopman, Notary Public

My Commission Expires: March 5th, 2022

Commission No18002220



NOTICE OF MEETING PLANNING COMMISSION

TYPE OF MEETING

REGULAR MEETING
SPECIAL MEETING

(X)
()

RESCHEDULED REGULAR MEETING
CONTINUED OR RECONVENED
MEETING

()
()

DATE:

TIME:

PLACE OF MEETING:

03/06/2019

1:30 P.M.

Commission Chambers

City Hall, 9th & Broadway

Shawnee, OK 74802-1448

To be completed by person filing notice:

NAME:

Joseph Barker

TITLE:

Assistant City Planner

ADDRESS:

P. O. Box 1448

Shawnee, OK 74802-1448

PHONE:

(405) 878-1672

Filed in the office of the municipal clerk at 4:12 a.m./p.m. on 3/1/2019

SIGNED:

hacio Eck

City Clerk/Deputy Clerk

~~~~~  
FOR CITY CLERK'S OFFICE USE ONLY

DATE NOTICE RELEASED TO NEWS MEDIA:

3/1/19

PERSON FILING NOTICE:

Joseph Barker

NOTICE VERIFIED BY:

hacio Eck