MEMBERS
BOB BALLENTINE, District 1, Vice Chairman
BOBBIE LANGLEY, District2
GARY STANCELL, District 3
PHILIP SMITH, District 4
JON HUMPHREY, District 5
DAVID COX, District 6
MICHAEL WATSON, At-Large

PICKENS COUNTY
SOUTH CAROLINA

PLANNING COMMISSION

AGENDA
Work Session

Pickens County Administration Building
Main Conference Room
222 McDaniel Avenue
Pickens, South Carolina

May 10, 2021
6:00 pm

1. Review of agenda items – Staff

MEMBERS
BOB BALLENTINE, District 1, Vice Chairman
BOBBIE LANGLEY, District2
GARY STANCELL, District 3
PHILIP SMITH, District 4
JON HUMPHREY, District 5
DAVID COX, District 6
MICHAEL WATSON, At-Large

PICKENS COUNTY
SOUTH CAROLINA

PLANNING COMMISSION

AGENDA

Pickens County Administration Building
Main Conference Room
222 McDaniel Avenue
Pickens, South Carolina

May 10, 2021
6:30 pm

I. Welcome and Call to Order
Moment of Silence
Pledge of Allegiance

II. Introduction of Members

III. Approval of Minutes
April 12, 2021

IV. Public Comments
Members of the public are invited to address the Planning Commission on any relevant topic not listed on this agenda.

V. Old Business

1. Reconsideration of condition #4 (Minimum size of provided Park Model RVs) placed on LU-21-0002

VI. Public Hearings

1. SD-21-0001 Subdivision Land Use for a 46 lot, single-family residential development located on Bakerville Road and Zion Church Road, Easley. The proposed development is located on approximately 34.14 acres. The applicant is Mungo Homes Properties, LLC. The property owner of record is the Estate of Frances M Black Parslow.
TMS# 5017-00-94-3270

2. SD-21-0002 Subdivision Land Use for a 98 lot, single-family residential development located on Pelzer Highway and Terri Acres (Anderson County), Easley. The proposed development is located on approximately 38.03 acres. The applicant is Doug Hunt. The property owners of record are Sadie Irene Coats, Carlie J Coats, Robert S Coats, Richard Bryant, and Robert Bryant.
TMS# 5027-00-64-9964, 5027-00-75-7226, 5027-11-75-4761

3. SD-21-0003 Subdivision Land Use for a 90 lot, single-family residential development located on SC 93 (2906 Greenville Highway) and Gillespie Road, Easley. The proposed development is located on approximately 37.47 acres. The applicant is RPG Development. The property owner of record is RPG Development (per application).
TMS# 5008-11-56-7923

4. LU-21-0004 Land Use approval for a new 250' wireless communication tower at 165 Mt. Bethel Road, Sunset. The applicant is Tillman Infrastructure, LLC. The property owners of record are Clarence Elwell Gilstrap Jr. and Susan G. Gilstrap.
TMS# 4162-00-16-4908

VII. Commissioners and Staff Discussion

VIII. Adjourn

PICKENS COUNTY PLANNING COMMISSION

MINUTES

of

April 12, 2021

6:30pm

PICKENS COUNTY ADMINISTRATION BUILDING
Administration Auditorium

NOTICE OF MEETING AND PUBLIC HEARING: Pursuant to Section 30-4-80 of the S.C. Code of Laws, annual notice of this Commission's meetings was provided by January 1, 2021 via the Pickens County Website and posted next to the Offices of the County Planning Department. In addition, the agenda for this meeting was posted outside the meeting place (Pickens County Administration Building Bulletin Board) and was emailed to all persons, organizations, and news media requesting notice. Notice for the public hearings was published in the *Pickens County Courier,* posted on the properties subject of public hearing(s), and emailed to all persons, organizations, and news media requesting notice pursuant to Section 1205(d)(1) of the Pickens County Unified Development Standards Ordinance.

Draft

MEMBERS PRESENT:
Bobby Ballentine, Vice-Chairman (Presiding Official)
David Cox
Gary Stancell
Bobbie Langley
Jon Humphrey
Michael Watson

STAFF PRESENT:
Ray Holliday, County Planner
Chris Brink, Community Development Director

Welcome and Call to Order

Mr. Ballentine, the Presiding Official, called the meeting to order at 6:30 p.m.

Mr. Ballentine asked those in attendance to join in a moment of silence and for the recital of the Pledge of Allegiance.

Approval of Minutes

Mr. Ballentine called for a motion regarding the minutes of the March 8, 2021 meeting. Ms. Langley motioned to approve the minutes, with a change to line 18, page 8 substituting the word "put' with "out". Mr. Cox seconded the motion. The motion to approve the corrected minutes passed unanimously.

Public Comments

No one signed up or was otherwise present to speak.

Public Hearings

Mr. Ballentine briefly went over the procedures that will be followed for this evening's public hearing.

Mr. Ballentine opened the public hearing portion of the meeting and called for the case being heard.

1. **LU-21-0002 Land Use approval for a 317 Site RV Park and Campground on approximately 188 acres. The subject property is located on Country Club Road and Griffin Mill Road, Pickens. The applicant is Small Brothers Pickens, LLC. The property owner of record is Small Brothers Pickens, LLC.**
   TMS#s 4099-07-59-2848

Mr. Duane Bishop, Small Brothers, LLC, appeared before the Commission and presented the application and the request. Appearing also on behalf of the applicant was Riley Small, Jon Small, Joe Ciresi, Ericka, Kennedy, and Derrek Pulley.

Mr. Bishop gave a detailed presentation of the request and explained several presentation boards that were around the room that demonstrated the potential reinvestment in the site and provided representations of existing conditions.

The site redevelopment will entail the reconfiguration of the golf facility including a reduction to nine golf holes and the addition of nine new holes in a par 3 arrangement; that the entire site would be open to the public; that the existing club house would be replaced with a new facility that will include a restaurant, a new pool (2,500 square feet), pickle ball courts, and new tennis courts; that amenities will be included that will incorporate the lake with picnic areas, beach, pavilion, and bath house.

The RV Park and Campground will comprise of 213 RV sites and 104 cabin sites; that the cabin sites will be Park Model RVs up to 400 square feet in size.

Mr. Ballentine asked about the cabins.

Mr. Bishop explained that the cabins would be what are considered Park Model RVs.

Ms. Langley asked what type of RVs would be permitted; being Class A units or anything down to vans and if the cabins would be around or close to the lake.

Mr. Bishop stated that there would be no limit to the type of RV units permitted or allowed; that pricing would be geared toward a certain class over another but open to all; that some cabins would be close to the lake but not all.

Mr. Bishop gave an explanation of the Park Model RV cabins being contemplated on the 104 sites and that a good reference to what is proposed is a like RV resort they are developing just outside of the Kings Island Park in Cincinnati.

Mr. Ballentine asked about site access.

Mr. Bishop explained that there would be a primary entrance close to where the existing entrance to the Country Club exists now and also a new secondary access for the RV park area.

Mr. Bishop gave a detailed overview of the new club house that would be constructed, replacing the existing facility; that the new building will encompass a traditional golf club house, a patio, restaurant, camp store, golf shop.

Mr. Watson asked if the individual RV sites would be large enough for a car or golf cart in addition to the RV.

Mr. Bishop stated that the resort will have golf carts for users, to discourage guest from bringing their own carts, and sites will be sized to accommodate a car in addition to the RV.

Mr. Watson asked if tent sites would be provided.

Mr. Bishop stated that there would be not tent sites provided.

Ms. Langley asked about site access, widths of individual sites, interior roadways, age of units allowed in the park and the type of units permitted.

Mr. Bishop stated that they have no intention on limiting RV types and access, site sizes, and interior access would meet both the minimum requirement of the county as well as sized appropriately to meet the size of the RVs allowed; that most sites would be have a minimum of 12 feet of pavement but in excess of 30 feet in width for the site and up to 60 or 70 feet long; that sites will be designed according to site access (pull through or back in).

Members of the Commission asked specifics regarding site access, interior roadways, site design, etc.

Mr. Derrek Pulley gave specifics on site design.

Ms. Langley asked about future sale of the project, offloading of the asset, in the future.

Mr. Bishop stated that there is no intent to sell the property once developed.

Ms. Langley asked about protection measures to help with neighboring properties and owners.

Mr. Bishop stated that what is being proposed will only help increase property values in the area and that they will use buffers as required for protection and separation from adjacent neighbors and property.

Mr. Ballentine and Ms. Langley asked about the use being consistent with the area and designated future land use of the area.

Mr. Bishop stated that he believes that the use fits the area and is consistent with surrounding uses; that strictly from a traffic standpoint, what is being proposed is a better fit than additional homes that could be constructed on the 188 acres, generating more traffic than what the RV project will.

There being no additional presentation from the applicant and no additional questions from the Commission, Mr. Ballentine asked if there were additional proponents that wished to speak.

The following individuals signed up and spoke before the Commission in favor (proponents) of the land use request:

Ben Massingill - works at Pickens Country Club, an opportunity for Pickens County to have something nowhere in Upstate has, large economic development investment, and opportunity to have a Par 3 course.

Jim Hackenburg – a PGA golf pro, the Pickens Country Club is a great property in the center of Pickens County, the Country Club had a great following in the past and where most golf courses are closing, this in an opportunity to keep one open.

Tonya Earnhardt – is an All About Golf representative and real estate agent, is in favor of saving the golf course facility, searched for a development team that was interested in saving golf rather than put up several hundred homes on the property, this a growth opportunity for Pickens County and the City of Pickens.

Jon Ciresi – works with development team and will own and run the proposed restaurant, Small Brothers is a great organization.

Mayor Fletcher Perry, Pickens – had prepared a great presentation for the Commission, the Pickens Country Club has a significant history and meaning for his family but also Pickens County; that his family, starting with his father have worked at the Country Club.

Lynn Williams – was not always in favor of the RV park, ignored rumors and listened to the proposal anyway, learned about the project and the development group, now in favor of the project and excited what this means for Pickens, a place to go with lake access and restaurant.

Laurie Morris – Club Ridge HOA president, homeowners excited about RV park and saving of golf, jobs, and abundance of community support for the project.

Don Marler – lives in Griffin Oaks, was not initially in favor but now is 100% in support of the project.

Rosanne Maw – lives on Country Club Road and is in favor of the RV Park.

Todd McAlister – likes that the project is something other than residential and all the traffic that comes with it.

Bobby Day – community is overwhelmingly in favor, out of town guest and out of town money, concerned about golf carts, bikes, and runners on local roads

Others signed up to speak but chose not to – Debbie Gravley, Nancy Holcombe, Frances Blake, Coby Gambrell

There being no additional citizens wishing to speak in favor, Mr. Ballentine opened the floor to those that wished to speak in opposition.

The following individuals signed up to speak in opposition:

Greg Fortin – 6 year resident of Pickens County, moved to get away from crime and traffic, a traffic study needs to take place, an environmental study needs to be conducted, the project will cause a decrease in property values, he will look directly at the RV Park

Caleb Green – project is better than homes, traffic and RVs on local roads will create problems, need for better traffic enforcement

Jon McManus – former Planning Commission member in Greer, concerned about the land use plan and lack of planning in Pickens County, the county's plan is full of intent but no staff to enforce or plan, use is not consistent with surrounding area, this will set precedent.

Felicia O'Shields – examples of bad RV parks in Louisiana, property values depreciated, no control about what goes on long term, issues relative to length of stay and enforcement, what happens to project in the future.

Michael Pilgrim – 34 acres on other side of lake, in favor of new restaurant but who is going to police guest and trespassing on adjacent property

There being no additional comments, Mr. Ballentine gave the applicant a time for rebuttal and to address concerns.

Mr. Bishop stated that yes, the project would be bringing in jobs to the area and his team will work with our economic development staff as the project moves forward; that during project construction, there would be approximately 150 employees and during operation there would be

in excess of 75; that yes, there will be traffic, but not as what a fully operational and thriving 18 hole golf course generates or even close to the number that several hundred new homes would generate; that the project will be built for peak occupancy but rare to have 217 RVs show up at one time; that with an approval, they plan on moving forward with the club house and golf redevelopment within 30 days.

Ms. Langley asked about the development timeline.

Mr. Bishop stated that they hope to be completed with the entire project by the fall of 2022.

Mr. Stancell asked about the potential of surrounding the site with a fence for security of both the guest and neighbors.

Mr. Bishop stated that there would be areas where fencing would be needed but there would be other areas where fencing would not be appropriate; the resort will have security in place during operations.

Ms. Langley asked about ensuring public access.

Mr. Bishop stated that their business model only works with full public access; that such access would be in the form of daily admittance, memberships, or a combination.

Ms. Langley asked if a dump station would be provided.

Mr. Bishop stated that they will have full hook-ups at each site so a dump station would not be needed but if SCDHEC required one they would provide.

There being no additional presentation by the applicant and no additional questions from the Commission, Mr. Ballentine closed the public hearing and called for a motion.

Mr. Watson motioned that the request be approved with staff recommended conditions. Those conditions being:

1. *Approval shall be considered site specific and is based on the conceptual plans submitted with the Land Use Application and reviewed by the Planning Commission. Any substantial changes to what has been reviewed by this Commission must be sent back for review as a change in conditions of this land use permit action.*

2. *County Public Works/Engineering staff must review project plans during the development permitting stage for compliance of all internal roads and associated infrastructure for compliance to both county UDSO standards for local streets and typical road design. A full set of Street Improvement Plans will be required for review. This is not in lieu of any other development permit submittal that may be required for the project.*

3. *Prior to or in conjunction with the submittal of any development application for the re-development of the Pickens Country Club site into a RV Park and Campground, a Traffic Impact Study will need to also be submitted to County Staff for review. Such study will need to look, at a minimum, at access from/to the project onto Country Club Road, all collector intersections within one (1) mile of the proposed project (Griffin Mill Road and Country Club Road, Old Bethlehem School Road and Griffin Mill Road), and the intersections of Old Bethlehem School Road and SC 8 and Old Bethlehem School Road and US 178. Additional reviews may be warranted and required by Pickens County Public Works and or SCDOT. Any improvements or mitigating alternatives will need to be in place prior to the issuance of a Certificate of Site Compliance or the issuance of a*

Certificate of Occupancy associated with the development.

Mr. Stancell seconded the motion.

Ms. Langley motioned that the original motion be amended to add an additional condition. That condition being:

4. The Park Model Homes be limited to the 400 square feet as stated in the presentation.

Mr. Watson seconded the motion.

Mr. Humphrey asked for clarification on the motion; if it set a minimum size of the proposed Park Model cabins at 400 square feet or was that to be a maximum. It was understood to be a minimum size.

The motion to amend the original motion passed with four (4) in favor (Langley, Humphrey, Watson, Cox) and one (1) opposed (Stancell).

Commissioners and Staff Discussion

Mr. Brink briefly, for the benefit of the new members, went over the information regarding the minimum 6 hours of Orientation that is required and how to set up that training through the Association of Counties website.

Adjourn

There being no additional matters to be taken up by the Commission, Mr. Watson motioned that the meeting be adjourned. The meeting was adjourned at 8.52pm.

Submitted by:

_____ _____

Secretary Date

Approved by:

_____ _____

Chairman Date

SMALL BROTHERS PICKENS, LLC

April 30, 2021

Mr. Bob Ballentine, Chair
Pickens County Planning Commission
222 McDaniel Avenue Pickens
South Carolina 29601

RE: LU-21-0002 Land Use Approval for a 317 Site RV Park at Pickens Country Club

Dear Mr. Ballentine,

Thank you to you, the commission, and staff for all of the time afforded Small Brothers Pickens, LLC on April 12, 2021 at the Public Hearing. As you know, the motion to approve our land use modification was amended at the end of the meeting to require us to have our proposed park model cabins contain a minimum of 400 square feet. Since we were unable at that time to have any discussion regarding the rationale behind the amendment and present the negative impact it will have on our project, I am respectfully an opportunity to attend the next commission meeting for further discussion. It is my understanding that this meeting will take place on May 10, 2021.

Please let me know if this request can be accommodated and thank you for your consideration.

Sincerely,



Duane F. Bishop Jr., Partner

CHRISTOPHER J. BRINK, AICP
DIRECTOR

JOEY AIKEN
CHIEF BUILDING OFFICIAL

SCOTTIE FERGUSON
STORMWATER MANAGER

RAY HOLLIDAY
COUNTY PLANNER

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

SD-21-0001
Staff Report

Planning Commission Public Hearing: May 10, 2021 6:30 PM

The following report constitutes the assessment and evaluation by Planning staff on the above mentioned request.

Applicant:	Mungo Homes Properties, LLC Chris Emde 535 Brookshire Road, Suite A Greer, SC 29651
Property Owner(s):	The Estate of Frances M. Black Parslow
Property Location:	Zion Church Road and Bakerville Road, Easley
Acreage:	37 +- Acres
Tax Map Number:	5017-00-94-3270
County Council District:	4
Land Use Request:	46 lot, Single Family Residential Development
Variance Request(s) from Planning Commission:	N/A

Request Background:

The applicant is proposing to develop a 46 lot, single family residential development on approximately 37 acres south of the City of Easley. The proposed development will have 0.50 acres (21,780 sq. ft) minimum lot sizes served by individual, private, on-site septic systems and public water (Southside).

Current Property Use:

The property is currently vacant, open pasture with some wooded areas along the western property line.

Surrounding Area:

North: Low density, single family residential (lots greater than 1.00 acres)

South: Low density, single family residential (lots greater than 1.00 acres) and several commercial properties along Bakerville Road.

East: Large (>25.00 acre) vacant/wooded tracts and large lot residential properties.

West: Large (>25.00 acre) agricultural and residential lots.

Future Land Use:

The property is designated as "Agricultural Preservation" Character Area with "Residential Growth" immediately across Zion Church Road and surrounding.

Utilities & Infrastructure

Transportation:

The property is served by Zion Church Road (SCDOT Maintained) and Baskerville Road (County Maintained)

Water:

Public, Southside

Sewerage:

Private, SCDHEC permitted individual septic

Past Development/Approvals:

N/A

Photograph(s):

N/A

Comments from Reviewing Agencies:

Pickens County Engineer:

See attached letter.

SCDOT:

N/A

Water and Sewage Provider:

N/A

SCDHEC:

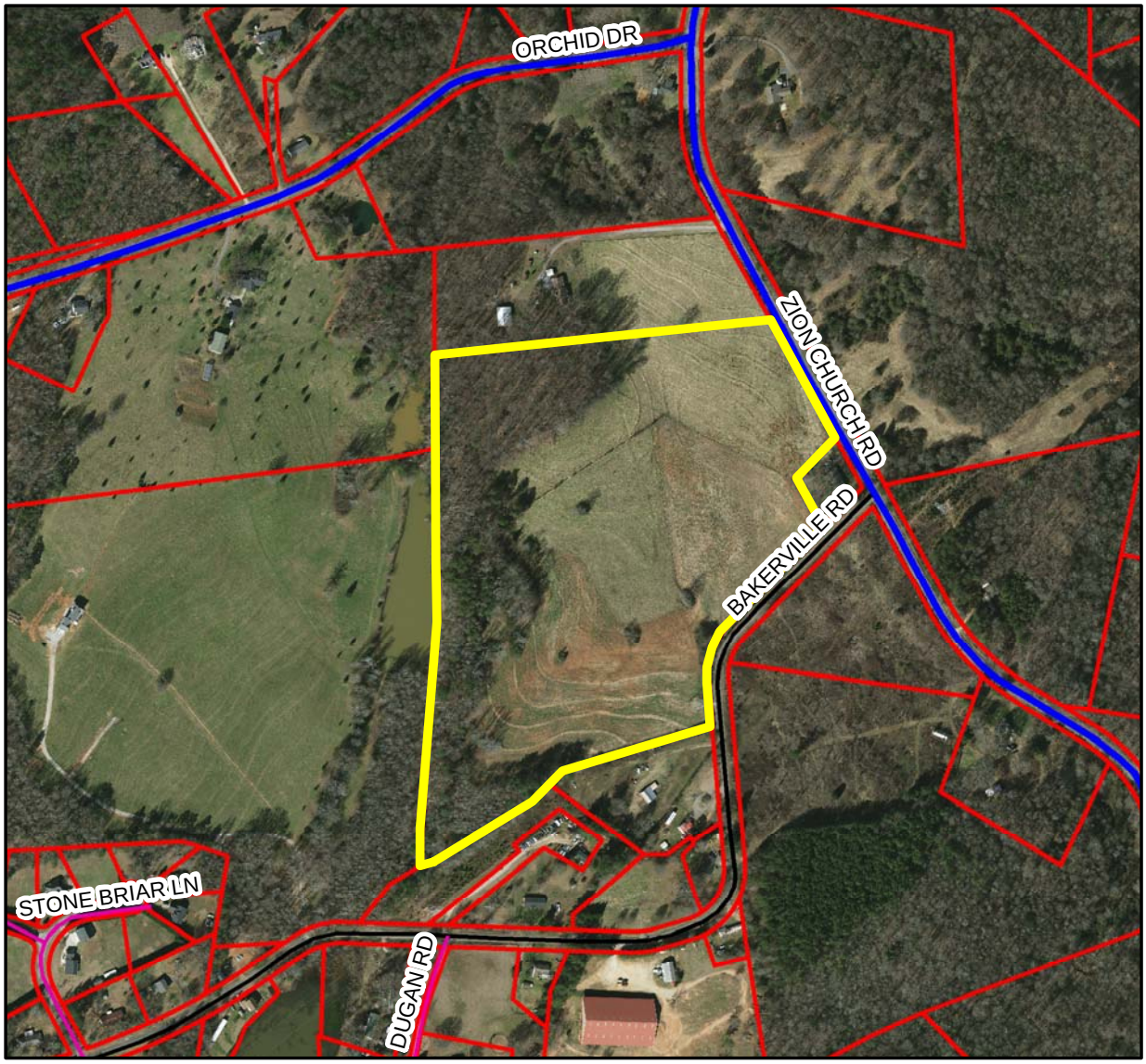
N/A

PC Emergency/Fire Services:

Will need to review, during development review and permitting, fire service (hydrants) and interior road network and access points onto and surrounding the project

Other Reviewing Agencies:

SD-21-0001	General Site



SD-21-0001

State Roads

County Roads

Private

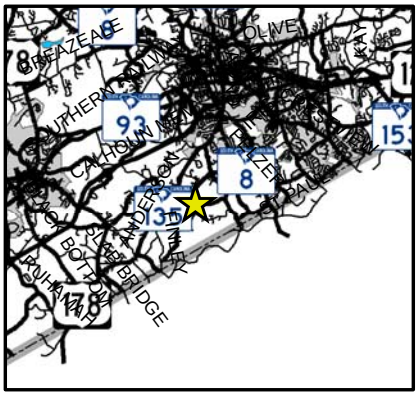
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 155 310 620

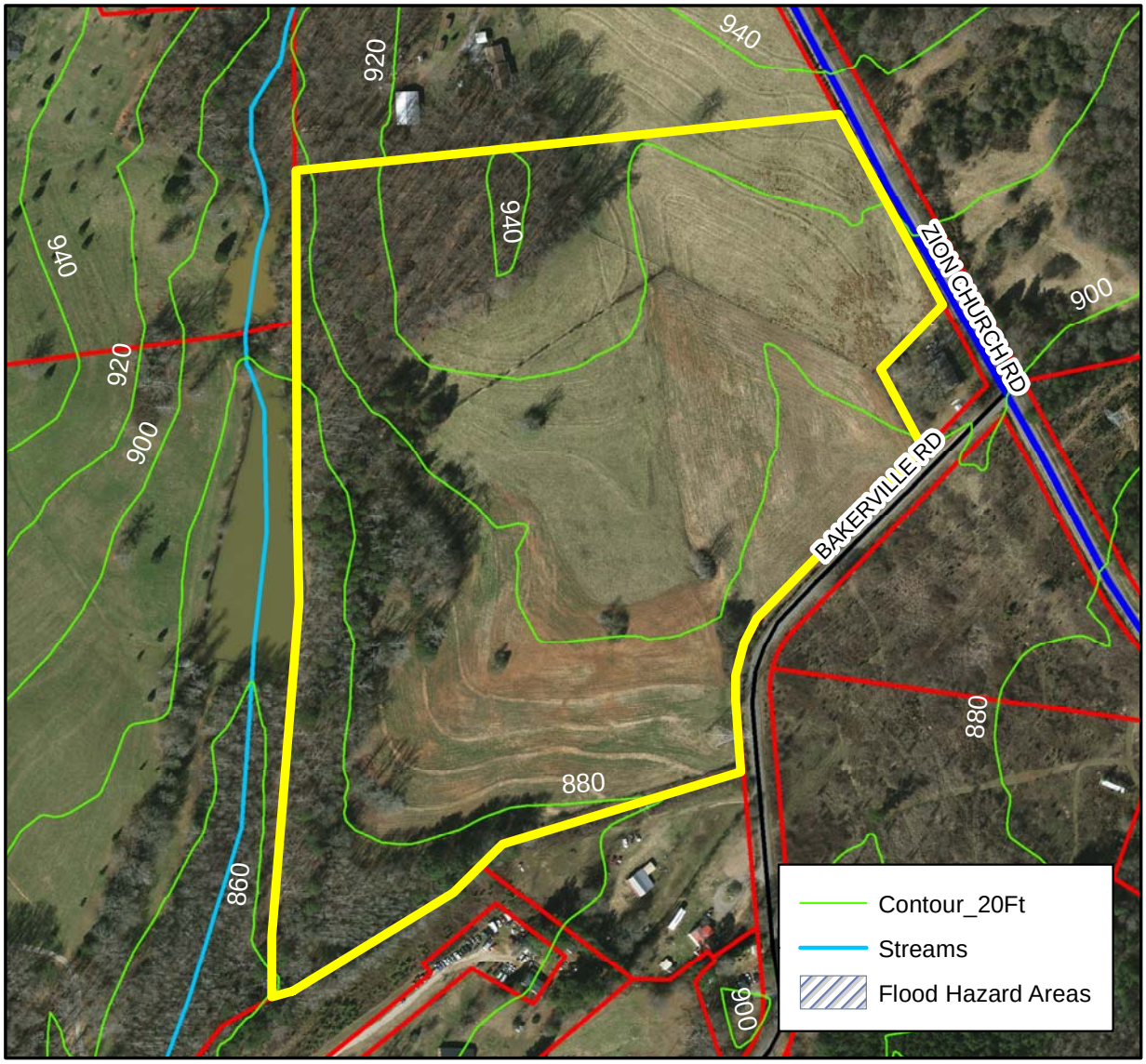
Feet

46 Lot, Single Family
Residential Development
Zion Church Rd/Bakerville Rd
Mungo Homes Properties, LLC



SD-21-0001

Topography/Hydrology



SD-21-0001

State Roads

County Roads

Private

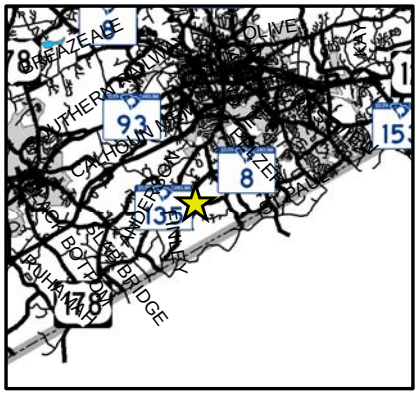
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 95 190 380

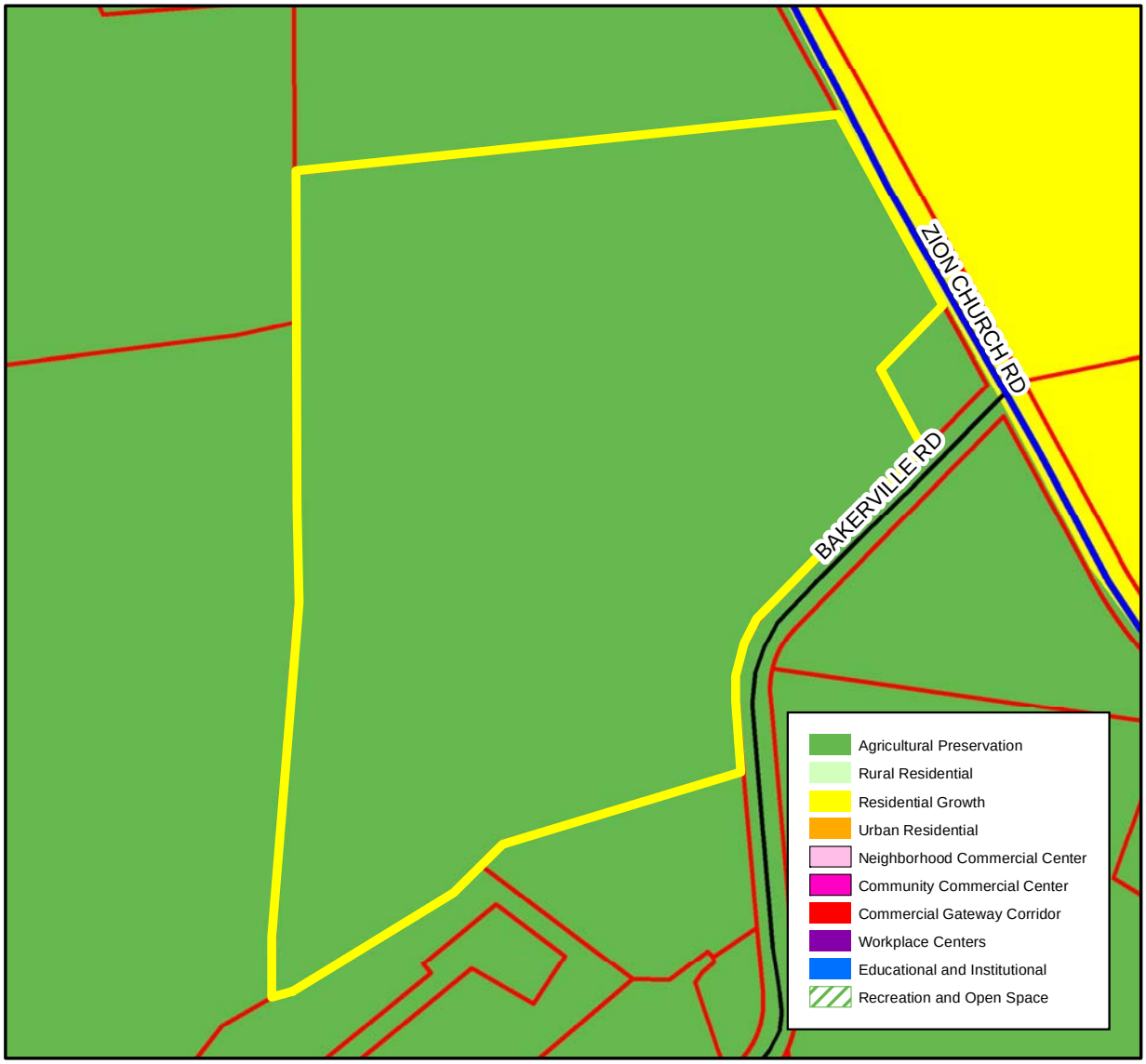
Feet

46 Lot, Single Family
Residential Development
Zion Church Rd/Bakerville Rd
Mungo Homes Properties, LLC



SD-21-0001

Character Areas/Land Use



SD-21-0001

State Roads

County Roads

Private

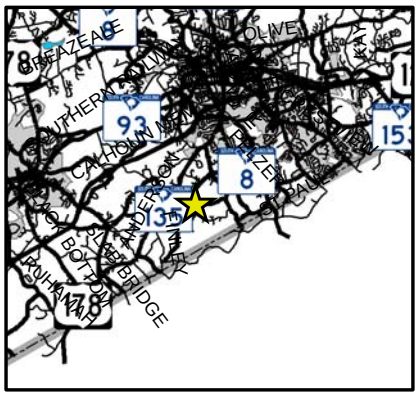
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 95 190 380

Feet

46 Lot, Single Family
Residential Development
Zion Church Rd/Bakerville Rd
Mungo Homes Properties, LLC



Analysis of Standards for Land Use Approval:

Staff analysis of the application is made based upon the findings criteria as set forth in Section 1205(f) of the UDSO. The applicant has submitted his/her response to the same findings criteria.

A. Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

The area is primarily made up of medium to large size residential tracts. The area, however, has been transitioning for some time to mostly medium density residential – City of Easley and southward.

B. Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

With adherence to the standards enumerated in the UDSO relative to Single Family Residential Developments, the use and request as proposed should not negatively affect the existing use of adjacent property.

C. Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

The current Comprehensive Plan identifies the area, the proposed project site in particular, as "Agricultural Preservation". This category was designed to provide for the continuing agricultural activities on the subject tracts unencumbered; realizing that they would transition to residential at some point in the future. The Comprehensive Plan does speak to placement of development where there are services capable of supporting development. The area and proposed project is and will be served by existing public water and state maintained collector roadways suitable for residential developments as is being proposed.

D. Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The use and request as proposed should not cause an excessive use or burden to existing public facilities; provided the applicable public infrastructure (streets) standards set forth in the UDSO are adhered to.

E. Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

Yes. The size of the tract allows the proposed project to meet the respective standards as set forth in the Unified Development Standards Ordinance of Pickens County for such uses.

F. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes. The use and request as proposed appears to balance protection of public health and welfare with the unfettered use of property.

Staff Analysis of Request

General Requirements for Conventional Subdivisions

Section 403 – Public Street Frontage

Required: 30'
Development as Proposed: 30' +

Section 404 – Residential Lot Area

Required: 0.50 acre minimum (when served by public water and on-site septic)
1.00 acre minimum (when served by well and on-site septic)
Development as Proposed: 0.50 acre minimum lot size

Section 408 – Minimum Setbacks, Principal Building

Required: 20' front, 7' side, 10' rear
Development as Proposed: 20' front, 7' side, 10' rear

Section 504 – Maximum Lots

Allowed: 74 lots (without consideration of the area within any easement or road ROW) when served by public water
Development as Proposed: 46 Lots

Section 1006(b)(2) – Required Improvements

Required: Streets providing access to such a development and to all lots…in accordance with Sec. 1010.

Section and respective summary…All streets (new and existing) must meet minimum requirements for a standard county local or collector street…paved accordingly.

Development as Proposed: Roads to be constructed to applicable standards and become publically maintained. Due to lot size and density, standard curb and gutter construction required.

Planning Staff Recommendation:

Approval

The following are not to be considered application specific conditions. These are UDSO highlights which are applicable to all similar projects and are being provided as a reference. These notations are not to be considered as exclusive of all Pickens County Development Standards that will apply:

- *Approval only granted as applied for by the applicant and as otherwise approved by the Planning Commission; any revision to the approved project plan may require re-submittal to the Planning Commission.*
- *Approval by the Planning Commission may not include proposed site-specific design, unless or except as conditioned by the approval.*
- *Approval by the Planning commission does not constitute approval of the required development permits nor does it alleviate the requirement of submitting full construction plans and preliminary plats. Contact staff to obtain all necessary permits for development.*

PICKENS COUNTY
SOUTH CAROLINA
ENGINEERING DEPARTMENT
186B County Farm, Pickens, SC 29671
864-898-5966

April 28, 2021

Pickens County Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
Attn: Mr. Chris Brink, AICP, Director

Re: Foxhall Landing

Mr. Brink,

The Engineering Department has completed a review of the preliminary site plan submitted on April 26, 2021 for the above referenced project. This Department has the following comments:

1. An encroachment permit will need to be obtained from the Pickens County Roads and Bridges Department for the proposed entrance / exit at Bakersville Road. To know the location to check the sight distance from, the centerline of the proposed entrance needs to be staked when the encroachment permit application is submitted.
2. Bakersville Road is slated to be repaved in the near future, likely before construction is started on this development. Should there be any damage to the newly paved road due to construction activity associated with this development, all repairs shall be made by the owner / developer at their own expense.
3. During the design phase of the proposed roads within the development, Article 10 of the Unified Development Standards Ordinance (UDSO) needs to be closely followed.
4. If there are to be any steep grades along the proposed road profiles, the affect this may have on emergency vehicles' response time will need considered.
5. As specified in Section 10(d)(8)b. of the UDSO, a paved cul-de-sac with a minimum radius of 40-feet is required. However, the plans specify a cul-de-sac with a 35-foot radius.
6. All roads and driveways shall provide a maximum grade of 5% for a distance of 20-ft from edge of pavement at any intersection, as specified in Section 1010(d)(13) of the UDSO.
7. How will drainage be addressed? All drainage calculations need to be provided.
8. A roadway typical section and road profile needs to be provided.
9. The Engineering Department will also need to review the water and sewer plans. Any portions of these two utilities (excluding laterals) that cross the proposed road will need to be sleeved and shown on the road profiles.

Please be advised that this is only a preliminary review of the land use plan provided to the Pickens County Engineering Department.

This review letter only addresses items pertaining to the Engineering and Roads & Bridges Department. Any plan modifications due to comments by the Stormwater Office and/or Planning Department needs to be provided to the Engineering Department for review.

If you have any questions, please feel free to contact this Department.

Sincerely,



Rodney Robinson
Pickens County Staff Engineer

Cc: Scottie Ferguson, Pickens County Stormwater Manager
Mack Kelly, Pickens County Director of Public Works / County Engineer
Chris Brink, Pickens County Department of Community Development Director

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT

BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

APPLICATION FOR:

☒ **Land Use Review /Subdivision Review**

☐ **Subdivision Variance** **Case No.:** _____-_____-_____

Note to Applicant: All applications must be typed or legibly printed and all entries must be completed on all the required application forms. If you are uncertain to the applicability of an item, please contact a member of the Planning Staff. Incomplete applications or applications submitted after the posted deadlines will be delayed.

Name of Applicant Mungo Homes Properties, LLC

Mailing Address 535 Brookshire Rd. Suite A Greer, SC. 29651

Telephone 864-350-7883 Email cemde@mungo.com

Applicant is the: Owner's Agent x Property Owner _____

Property Owner(s) of Record The Estate of Frances M. Black Parslow

Mailing Address Northwest Corner of Zion Church Rd and Bakerville Road

Telephone _____ Email _____

Authorized Representative W. Chris Emde

Mailing Address 535 Brookshire Rd. Suite A Greer, SC. 29651

Telephone 864-350-7883 Email cemde@mungo.com

Address/Location of Property Northwest Corner of Zion Church Rd and Bakerville Road

Existing Land Use Vacant Land Proposed Land Use Single Family Residential - Detached

Tax Map Number(s) 5017-00-94-3270

Total Size of Project (acres) +/- 37 acres Number of Lots 47 Lots

Utilities:

Proposed Water Source: ☐ Wells ☒ Public Water Water District: _____

Proposed Sewer: ☒ Onsite Septic ☐ Public Sewer Sewer District: _____

222 MCDANIEL AVENUE, B-10 • PICKENS, SC 29671 • 864.898.5950 • WWW.CO.PICKENS.SC.US

REQUEST FOR VARIANCE (IF APPLICABLE):
Is there a variance request from the subdivision regulations or county road ordinance? ☐ Yes ☒ No
If YES, applicant must include explanation of request and give appropriate justifications.

RESTRICTIVE CONVENANT STATEMENT

Pursuant to South Carolina Code of Laws 6-29-1145:

I (we) certify as property owner(s) or as authorized representative for this request that the referenced property:

☐ **IS** subject to recorded restrictive covenants and that the applicable request(s) is permitted, or not other wise in violation, of the same recorded restrictive covenants.

☐ **IS** subject to recorded restrictive covenants and that the applicable request(s) was not permitted, however a waiver has been granted as provided for in the applicable covenants. *(Applicant must provide an original of the applicable issued waiver)*

☐ **IS NOT** subject to recorded restrictive covenants

SIGNATURE(S) OF APPLICANTS(S):

I (we) certify as property owners or authorized representative that the information shown on and any attachment to this application is accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for postponement of action on the request and/or invalidation of this application or any action taken on this application.

I (we) further authorize staff of Pickens County to inspect the premises of the above-described property at a time which is agreeable to the applicant/property owner.

MUNGO HOMES PROPERTIES, LLC
Signature of Applicant BY: [signature]

MAR 15, 2021
Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application and understands that an application affecting the use of the property has been submitted for consideration by the Pickens County Planning Commission.

Jan B. Cross
Signature of Owner(s)

March 15, 2021
Date

PICKENS COUNTY STAFF USE ONLY

Application Processing

Date Received _____ Received By _____

Pre-Application meeting held with _____ on _____

Application Forwarded to (date):

DHEC _____ ☐ N/A

County Engineer _____ ☐ N/A

SCDOT _____ ☐ N/A

Local VFD _____ ☐ N/A

School Board _____ ☐ N/A

Hearing and Action

Planning Commission Hearing Date _____

Deadline for Notice to Paper _____ to run _____

Letter of Hearing Sent to Applicant _____

Sign Placement Deadline _____

Planning Commission Action(date) _____

☐ Approval ☐ Approval w/ modifications ☐ Denial

Modifications _____

Notice of Action to Applicant _____

In consideration of a land use permit, the Planning Commission shall consider factors relevant in balancing the interest in promoting the public health, safety, and general welfare against the right of the individual to the unrestricted use of property and shall specifically consider the following objective criteria. Due weight or priority shall be given to those factors that are appropriate to the circumstances of each proposal.

Please respond to the following standards in the space provided or you may use an attachment as necessary:

(A) Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

No, the general area consists of woods and farmland. We are unaware of the general development patterns in this area.

(B) Will the proposed use not adversely affect the existing use or usability of adjacent or nearby property?

The proposed use will not affect the existing use of usability of adjacent or nearby properties.

(C) Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

The proposed subdivision is consistent with the comp plan for this area for residential growth.

(D) Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

No, we have contacted utility providers for this area and the have all stated they have capacity to serve this subdivision.

(E) Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

Yes, there was a presubmittal meeting with other county departments and went over the proposed Land Use Concept Plan.

(F) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes

Foxhall Landing

+/- 34.14 Acre Site
Single Family Detached
Conventional Subdivision
(UNZONED)
Bakersville Road, Pickens, SC

Letter of Intent
April 5, 2021

Property Use: Single Family Attached and Detached. The +/-34.14 acre tract on Bakersville Road will include 46 single family detached homes and +/-4.42 acres of common area. The common area will be set aside for pond maintenance, the duke powerline easement, mail kiosk and landscaping at the main entrance. The total overall density of the site is +/-1.35 units per acre. The building sizes will vary in height and will be constructed to Pickens County standards.

Sewer: Septic

Water: Southside Rural Community Water District has water mains on Bakersville Road and Zion Church Road.

Gas: Fort Hill Natural Gas has a 5" natural gas main on Bakersville Road. An extension to this main will be necessary for service to the subdivision.

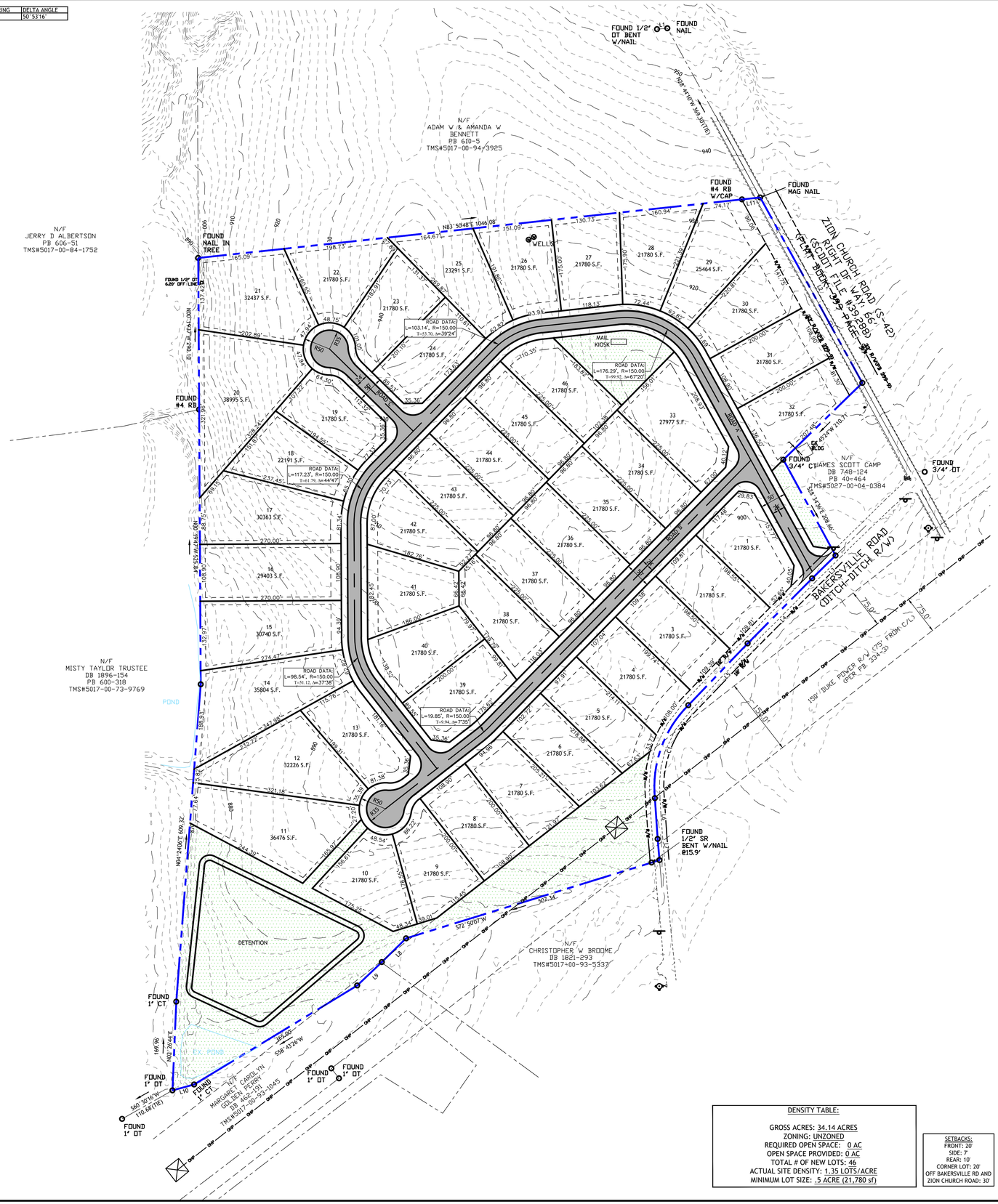
Electric: Blue ridge Electric Cooperative, Inc. Will be the power provider

Cable: AT&T is available

Access Points and Improvements: There will be one access point for the site on Bakersville Road.

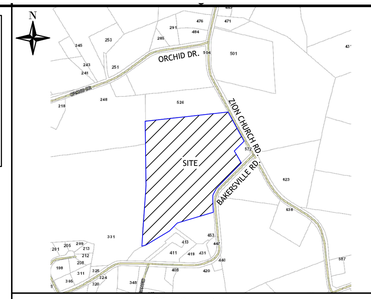
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	220.04'	195.43'	189.07'	S19°47'33"W	50°53'16"

LINE	BEARING	DISTANCE
L1	S85°14'54"W	19.92'
L2	S28°48'51"E	405.12'
L3	S45°34'24"W	62.67'
L4	S44°44'23"W	175.26'
L5	S43°48'10"W	163.86'
L6	S03°50'46"E	78.28'
L7	S05°01'47"E	40.62'
L8	S45°37'26"W	65.00'
L9	S46°23'26"W	65.00'
L10	S74°43'26"W	42.94'
L11	N83°51'17"E	35.10'



LEGEND

- COMMON AREA
- PROPOSED ROADS/DRIVES
- MAIL KIOSK
- PROPERTY LINE
- COUNTY RIGHT OF WAY LINE
- ROAD CENTERLINE
- EXISTING CREEK
- SETBACKS



LOCATION MAP (N.T.S.)

NO.	DATE	BY	REVISION
A	3/29/21	CJR	SUBMITTED TO PICKENS COUNTY

Gray Engineering
132 PILGRIM ROAD - GREENVILLE, SC 29607
PH: (864) 297-3027 FAX: (864) 232-8747
WWW.GRAYENGINEERING.COM
SC C.O.A.# C00060 - NC C.O.A.# C-1217 - GA C.O.A.# PEF001941 - TN C.O.A.# 0410813

SOUTH CAROLINA NOT VALID CERTIFICATE OF AUTHORIZATION GRAY ENGINEERING CONSULTANTS, INC No. C00060

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 36344 DERREK PULLEY

THIS DRAWING AND ASSOCIATED CAD FILES ARE AN INSTRUMENT OF SERVICE AND THE PROPERTY OF GRAY ENGINEERING CONSULTANTS, INC. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE NOT AUTHORIZED BY GRAY ENGINEERING CONSULTANTS, INC. IN WRITING.

STAKEOUT PLAN

FOXHALL LANDING

PICKENS COUNTY, SC

BAKERSVILLE ROAD AND ZION CHURCH ROAD

0 100 200 Feet

SCALE: 1" = 100'

PROJECT MANAGER: REG

DRAWN BY: CJR

PROJECT DATE: 3/29/21

JOB No.: 2021018

PLOT DATE: 4/1/21

SHEET CV-1

2021018-01.dwg

NOTES:

1.) ACCORDING TO PICKENS COUNTY GIS MAP THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD ZONE AREA.

2.) THIS SURVEY IS ORIENTED TO THE SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011. ALL PROPERTY BEARINGS SHOWN ARE BASED ON S.C. GRID NORTH. ALL DISTANCES SHOWN ARE ACTUAL GROUND MEASURED DISTANCES.

3.) UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE IN LOCATION BASED UPON ABOVE GROUND EVIDENCE OR RECORD DRAWINGS. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY OTHER UNDERGROUND UTILITIES, EITHER IN SERVICE OR ABANDONED.

4.) ALL PINS SET #4REBAR UNLESS NOTED OTHERWISE.

5.) PER PLAT BOOK 399, PAGE 9 ZION CHURCH ROAD HAS A 66' R/W, SCDOT FILE #39.288 ONLY SHOWS CENTERLINE OF ROAD NO R/W CALLED OUT ON PLAN SHEETS 1-4.

DENSITY TABLE:

GROSS ACRES: 34.14 ACRES
ZONING: UNZONED
REQUIRED OPEN SPACE: 0 AC
OPEN SPACE PROVIDED: 0 AC
TOTAL # OF NEW LOTS: 46
ACTUAL SITE DENSITY: 1.35 LOTS/ACRE
MINIMUM LOT SIZE: .5 ACRE (21,780 sf)

SETBACKS:
FRONT: 20'
SIDE: 7'
REAR: 10'
CORNER LOT: 20'
OFF BAKERSVILLE RD AND ZION CHURCH ROAD: 30'

FOXHALL LANDING

TYPE OF DEVELOPMENT: UNZONED (SEPTIC)

TAX MAP #: 5017-00-94-3270

NO. OF ACRES: 34.14 ACRES — NEW ROAD: 0.58 MILES

NO. OF LOTS/UNITS: 46 — DATE: 3/29/21

DEVELOPER/APPLICANT	ENGINEER	SURVEYOR
MUNGO HOMES PROPERTIES, LLC c/o CHRIS EMDE 535 BROOKSHIRE RD. SUITE A GREER, SC 29651 864-350-7883	GRAY ENGINEERING DERREK PULLEY, P.E. 132 PILGRIM ROAD GREENVILLE, SC 29607 864-297-3027	3D LAND SURVEYING, INC. 10 CENTURY DRIVE - SUITE A GREENVILLE, SC 29607 OFFICE: 864.272.0274

CHRISTOPHER J. BRINK, AICP
DIRECTOR

JOEY AIKEN
CHIEF BUILDING OFFICIAL

SCOTTIE FERGUSON
STORMWATER MANAGER

RAY HOLLIDAY
COUNTY PLANNER

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

SD-21-0002
Staff Report

Planning Commission Public Hearing: May 10, 2021 6:30 PM

The following report constitutes the assessment and evaluation by Planning staff on the above mentioned request.

Applicant:	Doug Hunt 156 Milestone Way, Suite D Greenville, SC 29615
Property Owner(s):	Sadie Irene Coats, Carlie J. Coats, Robert S. Coats, Richard Bryant, and Robert Bryant
Property Location:	Pelzer Highway (SC 8) and Terri Acres (Anderson County), Easley
Acreage:	38 +- Acres
Tax Map Number:	5027-00-64-9964(p/o), 5027-00-75-7226, 5027-11-75-4761
County Council District:	5
Land Use Request:	98 lot, Single Family Residential Development
Variance Request(s) from Planning Commission:	N/A

Request Background:

The applicant is proposing to develop a 98 lot, single family residential development on approximately 38 acres south of the City of Easley. The proposed development will have 8,000 square foot minimum lot sizes served by public sewer (ECU) and public water (Southside). The main entrance for the project will be from within Anderson County – requiring an Intergovernmental Agreement between Pickens and Anderson counties for Emergency Services and road maintenance.

Current Property Use:

The property is currently vacant; approximately 25% pasture and 75% wooded.

Surrounding Area:

North: High density (< 10,000 square foot minimum lot size or >5 unit/acre) Single-Family Residential; "Habersham" S/D

South: Medium density, single family residential (lot sizes < 1.00 acres or < 43,560 square feet) "Graystone" S/D, "Ascot" S/D – both in Anderson County

East: Large (>25.00 acre) vacant/wooded tracts and large lot residential properties.

West: High density (< 10,000 square foot minimum lot size or >5 unit/acre) Single-Family Residential; "Habersham" S/D

Future Land Use:

The property is designated as "Urban Residential" Character Area.

Utilities & Infrastructure

Transportation:

The property is served by Pelzer highway (SC 8) (SCDOT Maintained) and Terri Acres (Anderson County Maintained)

Water:

Public, Southside

Sewerage:

Public Sewer, ECU

Past Development/Approvals:

N/A

Photograph(s):

N/A

Comments from Reviewing Agencies:

Pickens County Engineer:

See attached letter.

SCDOT:

N/A

Water and Sewage Provider:

N/A

SCDHEC:

N/A

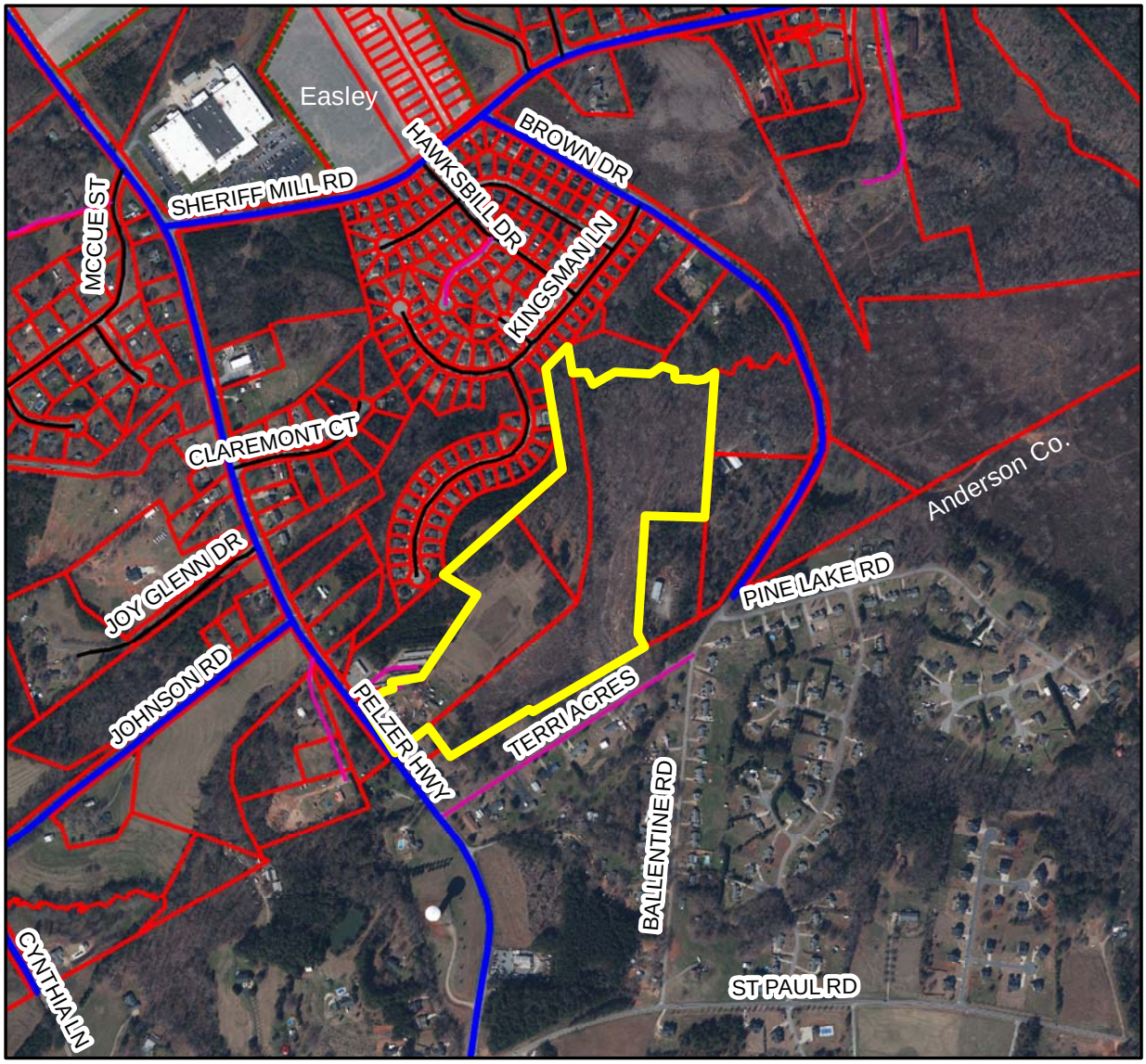
PC Emergency/Fire Services:

Will need to review, during development review and permitting, fire service (hydrants) and interior road network and access points onto and surrounding the project

Other Reviewing Agencies:

SD-21-0002

General Site



SD-21-0002

State Roads

County Roads

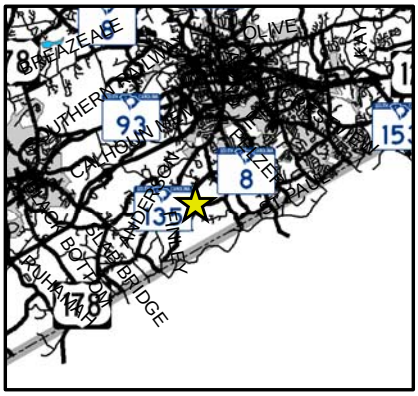
Private

N

0 250 500 1,000

Feet

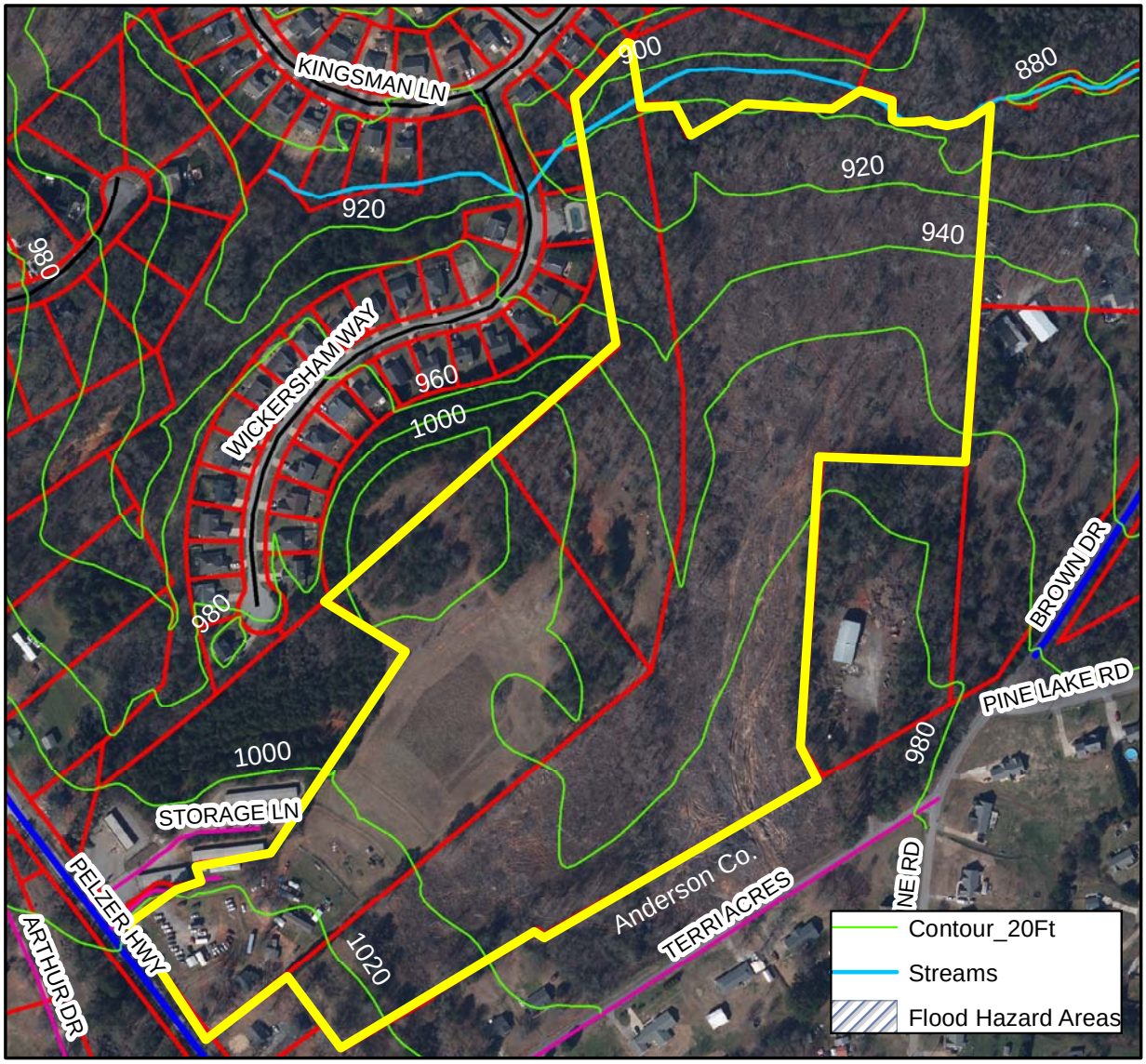
98 Lot, Single Family
Residential Development
Terri Acres/Pelzer Highway
Doug Hunt



Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

SD-21-0002

Topography/Hydrology



SD-21-0002

State Roads

County Roads

Private

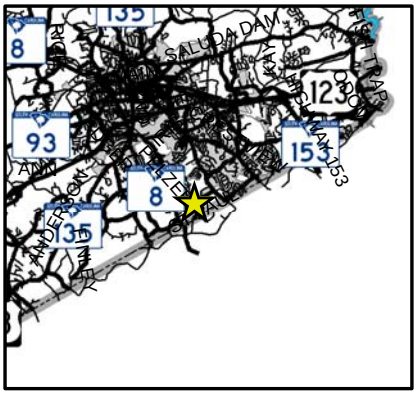
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 100 200 400

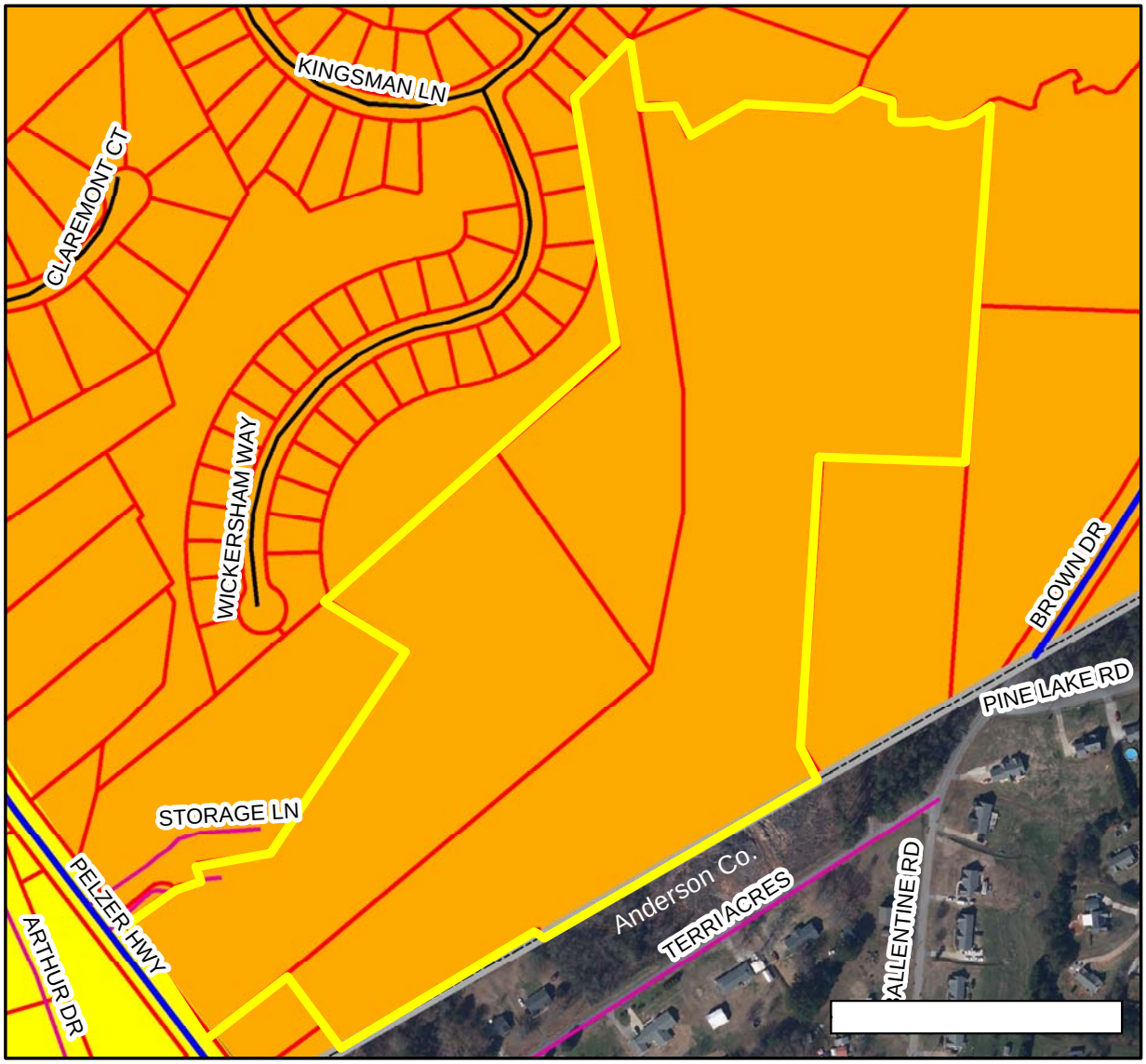
Feet

98 Lot, Single Family
Residential Development
Terri Acres/Pelzer Highway
Doug Hunt



SD-21-0002

Character Areas/Land Use



SD-21-0002

State Roads

County Roads

Private

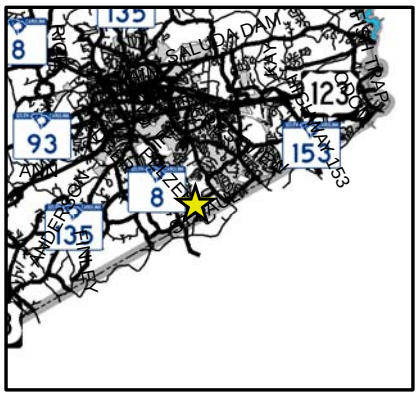
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 100 200 400

Feet

98 Lot, Single Family
Residential Development
Terri Acres/Pelzer Highway
Doug Hunt



Analysis of Standards for Land Use Approval:

Staff analysis of the application is made based upon the findings criteria as set forth in Section 1205(f) of the UDSO. The applicant has submitted his/her response to the same findings criteria.

A. Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

The area is primarily made up of small to medium size residential tracts.

B. Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

With adherence to the standards enumerated in the UDSO relative to Single Family Residential Developments, the use and request as proposed should not negatively affect the existing use of adjacent property.

C. Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

The current Comprehensive Plan identifies the area, the proposed project site in particular, as "Urban Residential". This category was designed reflect future use where both public water and public sewer would serve potential projects.

D. Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The use and request as proposed should not cause an excessive use or burden to existing public facilities; provided the applicable public infrastructure (streets) standards set forth in the UDSO are adhered to.

E. Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

Yes. The size of the tract allows the proposed project to meet the respective standards as set forth in the Unified Development Standards Ordinance of Pickens County for such uses.

F. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes. The use and request as proposed appears to balance protection of public health and welfare with the unfettered use of property.

Staff Analysis of Request

General Requirements for Conventional Subdivisions

Section 403 – Public Street Frontage

Required: 30'
Development as Proposed: 30' +

Section 404 – Residential Lot Area

Required: 8,000 square foot minimum (when served by public water and public sewer)
Development as Proposed: 8,100 square foot minimum lot size

Section 408 – Minimum Setbacks, Principal Building

Required: 20' front, 7' side, 10' rear
Development as Proposed: 20' front, 7' side, 10' rear

Section 504 – Maximum Lots

Allowed: 207 lots (without consideration of the area within any easement or road ROW) when served by public water and sewer
Development as Proposed: 98 Lots

Section 1006(b)(2) – Required Improvements

Required: Streets providing access to such a development and to all lots…in accordance with Sec. 1010.

Section and respective summary…All streets (new and existing) must meet minimum requirements for a standard county local or collector street…paved accordingly.

Development as Proposed: Roads to be constructed to applicable standards and become publically maintained. Due to lot size and density, standard curb and gutter construction required.

Planning Staff Recommendation:

Approval

The following are not to be considered application specific conditions. These are UDSO highlights which are applicable to all similar projects and are being provided as a reference. These notations are not to be considered as exclusive of all Pickens County Development Standards that will apply:

- *Approval only granted as applied for by the applicant and as otherwise approved by the Planning Commission; any revision to the approved project plan may require re-submittal to the Planning Commission.*
- *Approval by the Planning Commission may not include proposed site-specific design, unless or except as conditioned by the approval.*
- *Approval by the Planning commission does not constitute approval of the required development permits nor does it alleviate the requirement of submitting full construction plans and preliminary plats. Contact staff to obtain all necessary permits for development.*

PICKENS COUNTY
SOUTH CAROLINA
ENGINEERING DEPARTMENT
186B County Farm, Pickens, SC 29671
864-898-5966

April 28, 2021

Pickens County Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
Attn: Mr. Chris Brink, AICP, Director

Re: Maxwell Commons

Mr. Brink,

The Engineering Department has completed a review of the preliminary site plan submitted on April 26, 2021 for the above referenced project. This Department has the following comments:

1. Since Terri Acres is located outside of Pickens County, it is unknown to the Pickens County Engineering Department who maintains this road. Therefore, this Department is unsure whether an encroachment permit is required or not.
2. Regardless of who maintains Terri Acres, evidence must be provided to show that the proposed entrance / exit along Terri Acres has adequate sight distance.
3. If it is the intent of the owner / developer to deed the roads over to Pickens County for maintenance, an Intergovernmental Agreement will need to be executed between Pickens County and Anderson County due to the portion of Road "A" that is outside Pickens County.
4. During the design phase of the proposed roads within the development, Article 10 of the Unified Development Standards Ordinance (UDSO) needs to be closely followed.
5. If there are to be any steep grades along the proposed road profiles, the affect this may have on emergency vehicles' response time will need to be considered.
6. All roads and driveways shall provide a maximum grade of 5% for a distance of 20-ft from edge of pavement at any intersection, as specified in Section 1010(d)(13) of the UDSO.
7. How will drainage be addressed? All drainage calculations need to be provided.
8. A roadway typical section and road profile needs to be provided.
9. The Engineering Department will also need to review the water and sewer plans. Any portions of these two utilities (excluding laterals) that cross the proposed road will need to be sleeved and shown on the road profiles.

Please be advised that this is only a preliminary review of the land use plan provided to the Pickens County Engineering Department.

This review letter only addresses items pertaining to the Engineering and Roads & Bridges Department. Any plan modifications due to comments by the Stormwater Office and/or Planning Department needs to be provided to the Engineering Department for review.

If you have any questions, please feel free to contact this Department.

Sincerely,



Rodney Robinson
Pickens County Staff Engineer

Cc: Scottie Ferguson, Pickens County Stormwater Manager
Mack Kelly, Pickens County Director of Public Works / County Engineer
Chris Brink, Pickens County Department of Community Development Director

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

APPLICATION FOR:

☒ **Land Use Review /Subdivision Review**

☐ **Subdivision Variance** **Case No.:** _____ - _____ - _____

Note to Applicant: All applications must be typed or legibly printed and all entries must be completed on all the required application forms. If you are uncertain to the applicability of an item, please contact a member of the Planning Staff. Incomplete applications or applications submitted after the posted deadlines will be delayed.

Name of Applicant Doug Hunt

Mailing Address 156 Milestone Way, Suite D, Greenville, SC 29615

Telephone 864-420-7475 Email hunt.doug@resproland.com

Applicant is the: Owner's Agent X Property Owner _____

Property Owner(s) of Record Sadie Irene Coats, Carlie J Coats, Robert S Coats, Richard Bryant, &Robert Bryant

Mailing Address _____

Telephone _____ Email _____

Authorized Representative Bluewater Civil Design, LLC

Mailing Address 718 Lowndes Hill Road, Greenville, SC 29607

Telephone 864-326-4202 Email paul@bluewatercivil.com

Address/Location of Property Pelzer Hwy & Terri Acres

Existing Land Use residential Proposed Land Use residential

Tax Map Number(s) P/O 5027-00-64-9964, 5027-00-75-7226, 5027-11-75-4761

Total Size of Project (acres) 38.03 Number of Lots 98

Utilities:

Proposed Water Source: ☐ Wells ☑ Public Water Water District: Southside Water District

Proposed Sewer: ☐ Onsite Septic ☑ Public Sewer Sewer District: Easley Combined

Maxwell Commons

"Letter of Intent"

± 38.03 Acre Single- Family Residential Development
(Residential Single-Family Detached)
Terri Acres & Pelzer Highway
Pickens & Anderson, SC

Date:
April 5, 2021

Applicant
RP&L, LLC
156 Milestone Way, Suite D
Greenville, SC 29615
Doug Hunt
(864)-420-7475
hunt.doug@resproland.com

Civil Engineer
Bluewater Civil Design, LLC
718 Lowndes Hill Road
Greenville, SC 29607
Paul J. Harrison, P.E.
(864) 326-4202
paul@bluewatercivil.com

Property Description

This property consists of ± 38.03 acres located along Terri Acres with TMS # P/O 5027-00-64-9964, 5027-00-75-7226, 5027-11-75-4761, & 1880003002 (Anderson County). The property is located within Pickens & Anderson County and currently unzoned. The proposed use of the property is single-family detached.

Community Development Overview

The development will consist of (1) new widened access point off Terri Acres. The roads within the community will be public roads. Parking for the single-family detached lots include a minimum of 1.5 off-street parking spaces/1 bedroom unit, and 2 off-street parking spaces/2- or more bedroom units which will be provided for residents. Other infrastructure improvements include public water mains, public sewer mains, storm drainage, and common areas.

Density and Lots

The overall expected density is 2.58 lots/acre. The development will include (98) lots that are 60' wide and 135' deep typically. The development will consist of a proposed building size of 2,000 – 3,000 SF gross floor area and range from 2-4 bedrooms.

Amenities, Landscaping, & Buffers

The proposed development may include approximately (9.33) acres of common open area with maximum efforts to preserve existing vegetation/trees around the perimeter property line. A (20') road setback has been established along Terri Acres. Setback areas may be used for screening/buffering. The common areas may consist of disturbed and non-disturbed open space and passive open space. Entrance monuments may be installed at the entrance along Terri Acres. The monument design(s) shall be presented to Pickens County Planning Department Staff for approval prior to any installation. The proposed entrance(s) may be heavily landscaped with shrubs and annual color. The stormwater management area(s) may be dry or wet storage depending on water sources once the project progresses to the Final Design Phase. The stormwater management areas may have a fence and/or landscaping around the dike which will comply with current regulations.

Building Setbacks

All the proposed setbacks for this project are as follows:

- 20' minimum setback along Terri Acres
- 20' minimum front setback
- 7' minimum side setback
- 10' minimum rear setback

SITE DATA

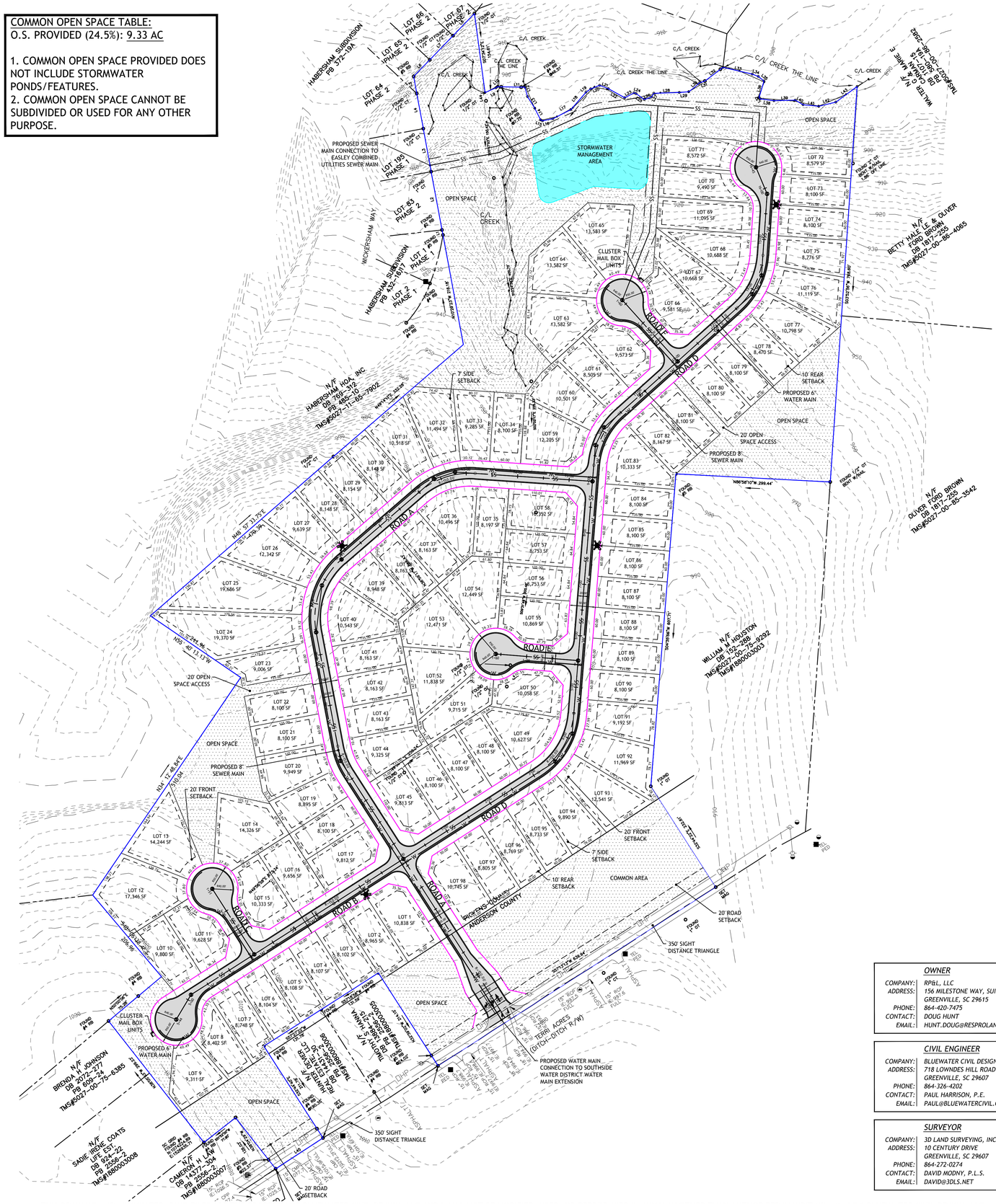
TAX MAP NO.:	P/O 5027-00-64-9964, 5027-00-75-7226, 5027-11-75-4761, & 1880003002 (ANDERSON)
SITE AREA:	±38.03 AC
ZONING:	*UNZONED (PICKENS & ANDERSON COUNTY)
ROAD SETBACKS:	
TERRI ACRES:	20'
PICKENS COUNTY SETBACKS:	
FRONT:	20'
SIDE:	7'
REAR:	10'
PROPOSED ROADWAY:	±4,205 LF (20' PAVED W/ 50' PUBLIC R.O.W.)
PROPOSED LOTS:	98 LOTS (60' X 135' TYP.)
PROVIDED DENSITY:	2.58 LOTS/AC

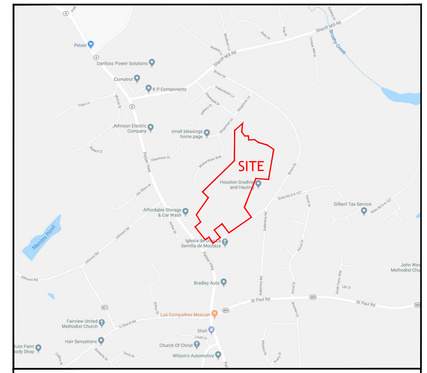
*LAYOUT IS SUBJECT TO P.C. APPROVAL.

CERTIFICATE OF ACCURACY:
TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A "CLASS A" SURVEY AS SPECIFIED THEREIN

COMMON OPEN SPACE TABLE:
O.S. PROVIDED (24.5%): 9.33 AC

1. COMMON OPEN SPACE PROVIDED DOES NOT INCLUDE STORMWATER PONDS/FEATURES.
2. COMMON OPEN SPACE CANNOT BE SUBDIVIDED OR USED FOR ANY OTHER PURPOSE.





VICINITY MAP - N.T.S.

SITE LEGEND

- ASPHALT PAVEMENT SECTION
- COMMON AREA / OPEN SPACE
- PROPERTY LINE/R.O.W.
- PROPOSED BUILDING SETBACK LINE
- PROPOSED R/W
- PROPOSED E.O.P.
- PROPOSED C/L ROAD
- SIGHT DISTANCE LINES
- PROPOSED WATER MAIN
- PROPOSED SANITARY SEWER

GENERAL NOTES

1. ALL NEW LOTS TO HAVE INTERNAL ACCESS ONLY.
2. PUBLIC WATER IS AVAILABLE PELZER HWY & TERRI ACRES PROVIDED BY SOUTHSIDE WATER DISTRICT.
3. SANITARY SEWER IS AVAILABLE BY EASLEY COMBINED UTILITIES.
4. EXISTING UTILITIES SHOWN ARE APPROXIMATE LOCATIONS BASED UPON INFORMATION PROVIDED BY UTILITY SERVICES.
5. 5' DRAINAGE AND UTILITY EASEMENTS SHALL BE ESTABLISHED ALONG ALL SIDE AND INTERIOR REAR PROPERTY LINES; 10' EASEMENTS SHALL BE ESTABLISHED ALONG EXTERIOR BOUNDARY OF THE SUBDIVISION UNLESS ADJOINING PROPERTY OWNERS HAVE ESTABLISHED EASEMENTS.
6. A "STORM WATER MANAGEMENT AND SEDIMENT REDUCTION PLAN" SHALL BE PREPARED FOR THIS PROPERTY AND SHALL BE APPLIED FOR LAND DISTURBING ACTIVITIES. EACH PROPERTY OWNER SHALL COMPLY WITH THIS PLAN UNLESS AN INDIVIDUAL PLAN IS PREPARED AND APPROVED FOR THAT PROPERTY.
7. PICKENS & ANDERSON COUNTY SHALL NOT BE RESPONSIBLE FOR THE OWNERSHIP & MAINTENANCE OF STORMWATER MANAGEMENT/QUALITY PONDS OR DEVICES.
8. ALL NEW ROADWAYS WITHIN DEVELOPMENT SHALL HAVE A 50' MIN. PUBLIC R.O.W.
9. ALL WORK WITHIN THE EXISTING R.O.W. (TERRI ACRES) SHALL BE DONE IN ACCORDANCE WITH APPROVED ENCROACHMENT PERMIT.
10. ALL DIMENSIONS SHOWN ON ROADWAY ARE MEASURED FROM E.O.P. TO E.O.P. UNLESS OTHERWISE SPECIFIED.
11. LOTS WITH FRONTAGE ON TWO STREETS (CORNER LOTS) MAY ONLY HAVE DRIVEWAY CONNECTION TO ONE STREET.
12. ACCORDING TO FEMA PANEL 45077C0312D & 45077C0315D EFF. 04/16/2008, THIS SITE IS NOT WITHIN A FLOODPLAIN.
13. PARKING WILL BE PROVIDED AT A RATE OF 2 SPACES PER DWELLING UNIT.
14. HYDRANT LOCATIONS ARE SUGGESTIONS ONLY. FINAL DESIGN WILL BE DONE BY UTILITY PROVIDER.

OWNER	
COMPANY:	RPBL, LLC
ADDRESS:	156 MILESTONE WAY, SUITE D GREENVILLE, SC 29615
PHONE:	864-420-7475
CONTACT:	DOUG HUNT
EMAIL:	HUNT.DOUG@RESPROLAND.COM

CIVIL ENGINEER	
COMPANY:	BLUEWATER CIVIL DESIGN, LLC
ADDRESS:	718 LOWNDES HILL ROAD GREENVILLE, SC 29607
PHONE:	864-326-4202
CONTACT:	PAUL HARRISON, P.E.
EMAIL:	PAUL@BLUEWATERCIVIL.COM

SURVEYOR	
COMPANY:	3D LAND SURVEYING, INC.
ADDRESS:	10 CENTURY DRIVE GREENVILLE, SC 29607
PHONE:	864-272-0274
CONTACT:	DAVID MODNY, P.L.S.
EMAIL:	DAVID@3DLS.NET

Know what's **below.** **Call** before you dig.

N W E S

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

THIS DRAWING AND ASSOCIATED .DWG FILES ARE THE PROPERTY OF BLUEWATER CIVIL DESIGN, LLC AND SHALL NOT BE MODIFIED, USED, OR REPRODUCED IN ANY WAY OTHER THAN AUTHORIZED IN WRITING. © 2021 BLUEWATER CIVIL DESIGN, LLC

Project Number: 2021-002
DWG Name: Maxwell Commons PP-1.dwg
Drawing Scale: AS NOTED
Date of Project: 01/2020
Engineer of Record:

Paul J. Harrison, P.E.
South Carolina PE# 24224
North Carolina PE# 038371

blueWATER civil design
bluewater civil design, llc
718 Lowndes Hill Road • Greenville, SC 29607
www.bluewatercivil.com • info@bluewatercivil.com

Certificates of Authorization:
SC C04212 - GA PEF005865
NC P0868 - AL CA4065E

MAXWELL COMMONS
(SFR Subdivision - Preliminary)
Terri Acres & Pelzer Hwy
Pickens County & Anderson County, SC

SOUTH CAROLINA
BLUEWATER CIVIL DESIGN, LLC
No. C04212
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
No. 24224
04/05/2021
PAUL J. HARRISON

PLAN REVISION	ISSUE DATE	ISSUE COMMENT
A	04/05/2021	Issued Preliminary Plat

Preliminary Plat

PP-1

CHRISTOPHER J. BRINK, AICP
DIRECTOR

JOEY AIKEN
CHIEF BUILDING OFFICIAL

SCOTTIE FERGUSON
STORMWATER MANAGER

RAY HOLLIDAY
COUNTY PLANNER

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

SD-21-0003
Staff Report

Planning Commission Public Hearing: May 10, 2021 6:30 PM

The following report constitutes the assessment and evaluation by Planning staff on the above mentioned request.

Applicant:	RPG Development 1186 Pendleton Street Greenville, SC 29611
Property Owner(s):	PRG Development
Property Location:	Greenville Highway (SC 93) and Gillespie Drive, Easley
Acreage:	37.50 +- Acres
Tax Map Number:	5008-11-56-7923
County Council District:	4
Land Use Request:	90 lot, Single Family Residential Development
Variance Request(s) from Planning Commission:	N/A

Request Background:

The applicant is proposing to develop a 90 lot, single family residential development on approximately 37.50 acres west of the City of Easley (87 residential lots, 2 common tracts, and 1 commercial tract). The proposed development will have 8,000 square foot minimum lot sizes served by public sewer (PC) and public water (Easley Central).

Current Property Use:

The property is currently residential; with approximately 50% open/pasture and 50% wooded.

Surrounding Area:

North: Commercial/Industrial – Easley Custom Plastics

South: High density (< 10,000 square foot minimum lot size or >4 unit/acre) Single-Family Residential; "Whispering Pines" S/D

East: Commercial/Industrial – YH America (Yokohama)

West: High density (< 10,000 square foot minimum lot size or >4 unit/acre) Single-Family Residential; "Whispering Pines" S/D

Future Land Use:

The property is designated as "Workplace Center" and "Urban Reisdential" Character Area.

Utilities & Infrastructure

Transportation:

The property is served by Greenville Highway (SC 93) (SCDOT Maintained) and Gillespie Drive (County Maintained)

Water:

Public, Easley Central

Sewerage:

Public Sewer, Pickens County

Past Development/Approvals:

N/A

Photograph(s):

N/A

Comments from Reviewing Agencies:

Pickens County Engineer:

See attached letter.

SCDOT:

N/A

Water and Sewage Provider:

N/A

SCDHEC:

N/A

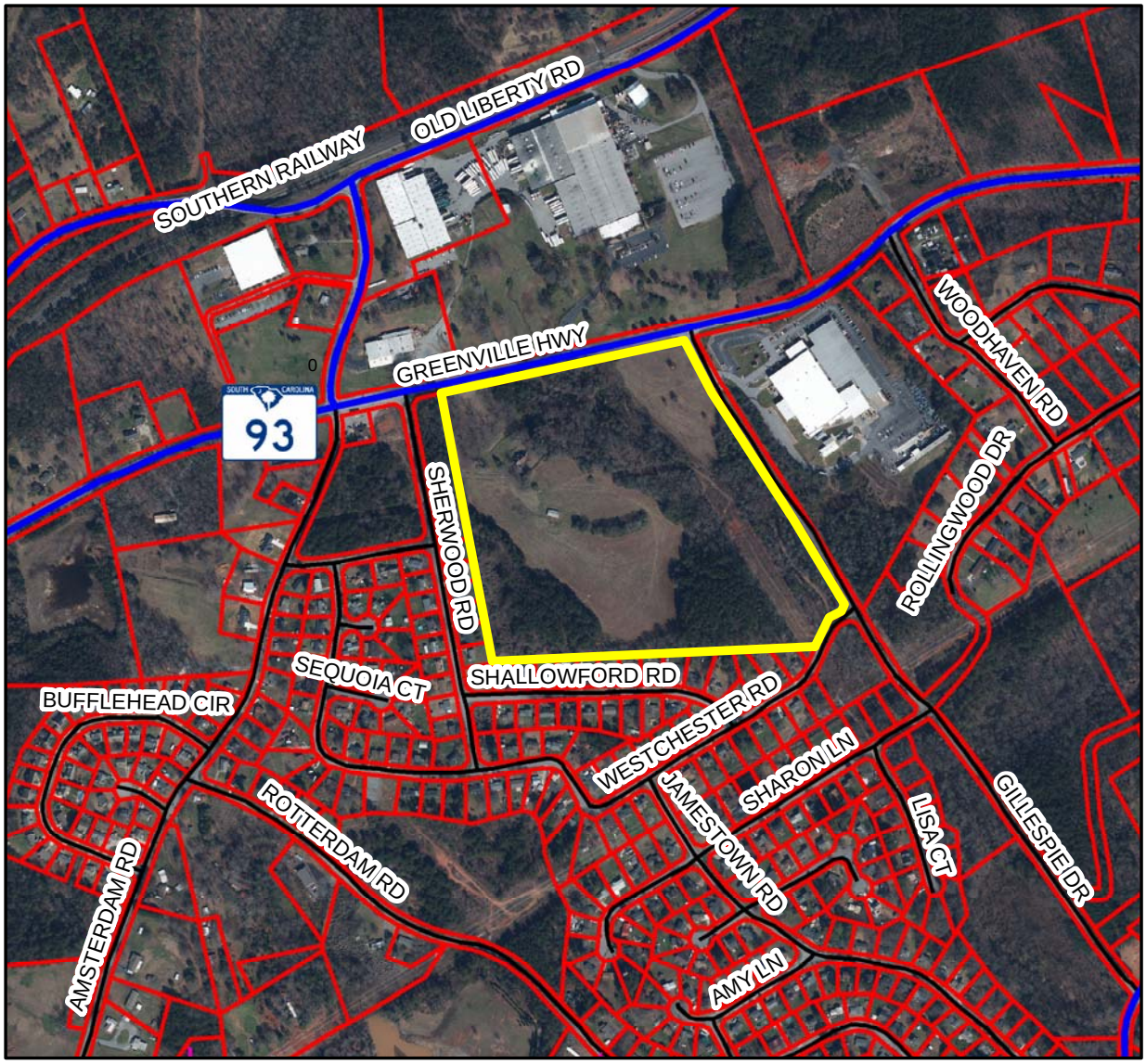
PC Emergency/Fire Services:

Will need to review, during development review and permitting, fire service (hydrants) and interior road network and access points onto and surrounding the project

Other Reviewing Agencies:

SD-21-0003

General Site



SD-21-0003

State Roads

County Roads

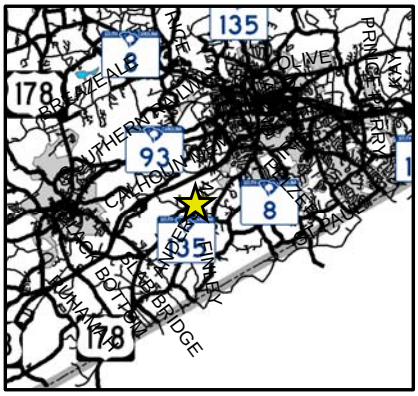
Private

N

0 205 410 820

Feet

90 Lot, Single Family
Residential Development
Terri Acres/Pelzer Highway
RPG Development



Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

SD-21-0003

Topography/Hydrology



SD-21-0003

State Roads

County Roads

Private

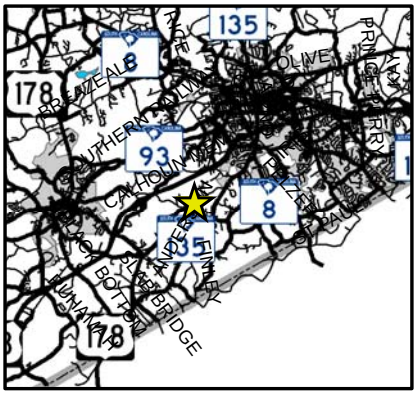
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 85 170 340

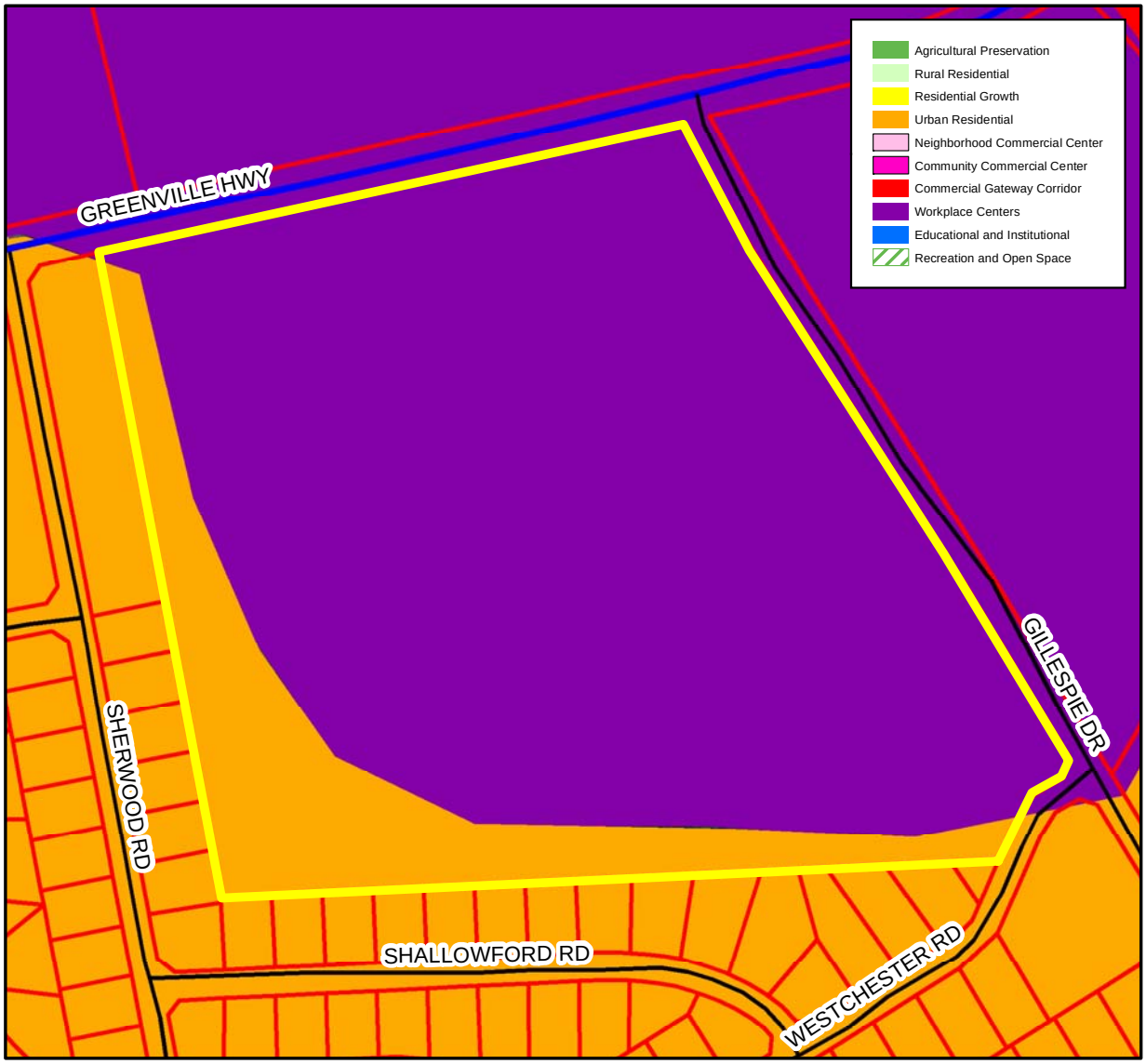
Feet

90 Lot, Single Family
Residential Development
Terri Acres/Pelzer Highway
RPG Development



SD-21-0003

Character Areas/Land Use



SD-21-0003

State Roads

County Roads

Private

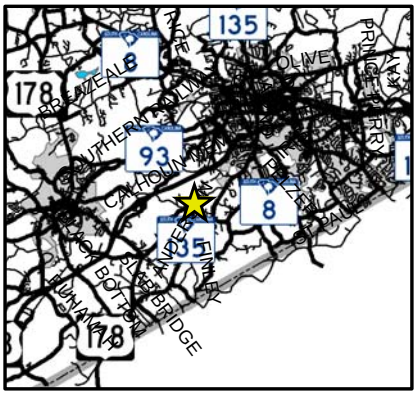
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 85 170 340

Feet

90 Lot, Single Family
Residential Development
Terri Acres/Pelzer Highway
RPG Development



Analysis of Standards for Land Use Approval:

Staff analysis of the application is made based upon the findings criteria as set forth in Section 1205(f) of the UDSO. The applicant has submitted his/her response to the same findings criteria.

A. Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

The area is primarily made up of small residential tracts and commercial/industrial uses.

B. Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

With adherence to the standards enumerated in the UDSO relative to Single Family Residential Developments, the use and request as proposed should not negatively affect the existing use of adjacent property.

C. Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

The current Comprehensive Plan identifies the area, the proposed project site in particular, as both "Workplace Centers" and "Urban Residential". The Workplace Center character area is intended to provide a variety of tracts for both commercial and industrial uses and associated workforce housing in a planned setting. The Urban Residential category was designed reflect future use where both public water and public sewer would serve potential projects.

D. Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The use and request as proposed should not cause an excessive use or burden to existing public facilities; provided the applicable public infrastructure (streets) standards set forth in the UDSO are adhered to.

E. Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

Yes. The size of the tract allows the proposed project to meet the respective standards as set forth in the Unified Development Standards Ordinance of Pickens County for such uses.

F. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes. The use and request as proposed appears to balance protection of public health and welfare with the unfettered use of property.

Staff Analysis of Request

General Requirements for Conventional Subdivisions

Section 403 – Public Street Frontage

Required: 30'
Development as Proposed: 30' +

Section 404 – Residential Lot Area

Required: 8,000 square foot minimum (when served by public water and public sewer)
Development as Proposed: 8,250 square foot minimum lot size

Section 408 – Minimum Setbacks, Principal Building

Required: 20' front, 7' side, 10' rear
Development as Proposed: 20' front, 7' side, 10' rear

Section 504 – Maximum Lots

Allowed: 204 lots (without consideration of the area within any easement or road ROW) when served by public water and sewer – this total based on the residentially developed portion of the property; not including the proposed commercial parcel.
Development as Proposed: 87 Residential Lots

Section 1006(b)(2) – Required Improvements

Required: Streets providing access to such a development and to all lots…in accordance with Sec. 1010.

Section and respective summary…All streets (new and existing) must meet minimum requirements for a standard county local or collector street…paved accordingly.

Development as Proposed: Roads to be constructed to applicable standards and become publically maintained. Due to lot size and density, standard curb and gutter construction required.

Planning Staff Recommendation:

Approval

The following are not to be considered application specific conditions. These are UDSO highlights which are applicable to all similar projects and are being provided as a reference. These notations are not to be considered as exclusive of all Pickens County Development Standards that will apply:

- *Approval only granted as applied for by the applicant and as otherwise approved by the Planning Commission; any revision to the approved project plan may require re-submittal to the Planning Commission.*
- *Approval by the Planning Commission may not include proposed site-specific design, unless or except as conditioned by the approval.*
- *Approval by the Planning commission does not constitute approval of the required development permits nor does it alleviate the requirement of submitting full construction plans and preliminary plats. Contact staff to obtain all necessary permits for development.*

PICKENS COUNTY
SOUTH CAROLINA
ENGINEERING DEPARTMENT
186B County Farm, Pickens, SC 29671
864-898-5966

April 28, 2021

Pickens County Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
Attn: Mr. Chris Brink, AICP, Director

Re: Edgewood Farms

Mr. Brink,

The Engineering Department has completed a review of the preliminary site plan submitted on April 26, 2021 for the above referenced project. This Department has the following comments:

1. An Encroachment Permit needs to be obtained from the South Carolina Department of Transportation (SCDOT) for the proposed entrance / exit onto Greenville Highway (SC 93).
2. Evidence must be provided to show that the proposed entrance / exit at SC 93 has adequate sight distance.
3. During the design phase of the proposed roads within the development, Article 10 of the Unified Development Standards Ordinance (UDSO) needs to be closely followed.
4. If there are to be any steep grades along the proposed road profiles, the affect this may have on emergency vehicles' response time will need to be considered.
5. All roads and driveways shall provide a maximum grade of 5% for a distance of 20-ft from edge of pavement at any intersection, as specified in Section 1010(d)(13) of the UDSO.
6. How will drainage be addressed? All drainage calculations need to be provided.
7. With this being a preliminary site plan, the type of structure to be installed for the stream crossing at the entrance / exit is not specified. Regardless of the structure to be installed, please ensure that at least minimum SCDOT standard installation specifications are followed.
8. Immediately downstream from this site there are bridges located at Westchester Road and Sharon Lane. Verification needs to be provided that this development will have no adverse impact to these bridges.
9. A roadway typical section and road profile needs to be provided.
10. The Engineering Department will also need to review the water and sewer plans. Any portions of these two utilities (excluding laterals) that cross the proposed road will need to be sleeved and shown on the road profiles.

Please be advised that this is only a preliminary review of the land use plan provided to the Pickens County Engineering Department.

This review letter only addresses items pertaining to the Engineering and Roads & Bridges Department. Any plan modifications due to comments by the Stormwater Office and/or Planning Department needs to be provided to the Engineering Department for review.

If you have any questions, please feel free to contact this Department.

Sincerely,



Rodney Robinson
Pickens County Staff Engineer

Cc: Scottie Ferguson, Pickens County Stormwater Manager
Mack Kelly, Pickens County Director of Public Works / County Engineer
Chris Brink, Pickens County Department of Community Development Director

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

APPLICATION FOR:

☒ **Land Use Review /Subdivision Review**

☐ **Subdivision Variance** **Case No.:** _____ - _____ - _____

Note to Applicant: All applications must be typed or legibly printed and all entries must be completed on all the required application forms. If you are uncertain to the applicability of an item, please contact a member of the Planning Staff. Incomplete applications or applications submitted after the posted deadlines will be delayed.

Name of Applicant RPG Development

Mailing Address 1186 Pendleton Street, Greenville, SC 29611

Telephone 864-430-4507 Email twhims@naiearlefurman.com

Applicant is the: Owner's Agent _____ Property Owner x

Property Owner(s) of Record Same

Mailing Address _____

Telephone _____ Email _____

Authorized Representative Jamie McCutchen (Davis & Floyd)

Mailing Address 164 Milestone Way, Greenville, SC 29615

Telephone 864-918-3676 Email jmccutchen@davisfloyd.com

Address/Location of Property Hwy 93 & Gillespie Drive

Existing Land Use Vacant Proposed Land Use Residential/Commercial

Tax Map Number(s) 5008-11-56-7923

Total Size of Project (acres) +/- 37.47 Number of Lots 90 Single Family Lots
~~1 +/- 3 acre lot for~~
future commercial
Development

Utilities:

Proposed Water Source: ☐ Wells ☒ Public Water Water District: Easley Central Water District

Proposed Sewer: ☐ Onsite Septic ☒ Public Sewer Sewer District: Pickens County

222 MCDANIEL AVENUE, B-10 • PICKENS, SC 29671 • 864.898.5950 • WWW.CO.PICKENS.SC.US

REQUEST FOR VARIANCE (IF APPLICABLE):
Is there a variance request from the subdivision regulations or county road ordinance? ☐ Yes ☐ No
If YES, applicant must include explanation of request and give appropriate justifications.

RESTRICTIVE CONVENANT STATEMENT

Pursuant to South Carolina Code of Laws 6-29-1145:

I (we) certify as property owner(s) or as authorized representative for this request that the referenced property:

☐ **IS** subject to recorded restrictive covenants and that the applicable request(s) is permitted, or not other wise in violation, of the same recorded restrictive covenants.

☐ **IS** subject to recorded restrictive covenants and that the applicable request(s) was not permitted, however a waiver has been granted as provided for in the applicable covenants. *(Applicant must provide an original of the applicable issued waiver)*

☒ **IS NOT** subject to recorded restrictive covenants

SIGNATURE(S) OF APPLICANTS(S):

I (we) certify as property owners or authorized representative that the information shown on and any attachment to this application is accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for postponement of action on the request and/or invalidation of this application or any action taken on this application.

I (we) further authorize staff of Pickens County to inspect the premises of the above-described property at a time which is agreeable to the applicant/property owner.

J D M Cutchen
Signature of Applicant

4/5/21
Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application and understands that an application affecting the use of the property has been submitted for consideration by the Pickens County Planning Commission.

Signature of Owner(s)

4-5-21
Date

PICKENS COUNTY STAFF USE ONLY

Application Processing

Date Received _____ Received By _____

Pre-Application meeting held with _____ on _____

Application Forwarded to (date):

DHEC _____ ☐ N/A

County Engineer _____ ☐ N/A

SCDOT _____ ☐ N/A

Local VFD _____ ☐ N/A

School Board _____ ☐ N/A

Hearing and Action

Planning Commission Hearing Date _____

Deadline for Notice to Paper _____ to run _____

Letter of Hearing Sent to Applicant _____

Sign Placement Deadline _____

Planning Commission Action(date) _____

☐ Approval ☐ Approval w/ modifications ☐ Denial

Modifications _____

Notice of Action to Applicant _____

Pickens County, South Carolina
Attachment A
LAND USE REVIEW
Standards of Land Use Approval Consideration

In consideration of a land use permit, the Planning Commission shall consider factors relevant in balancing the interest in promoting the public health, safety, and general welfare against the right of the individual to the unrestricted use of property and shall specifically consider the following objective criteria. Due weight or priority shall be given to those factors that are appropriate to the circumstances of each proposal.

Please respond to the following standards in the space provided or you may use an attachment as necessary:

(A) Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

Yes - the site contains a mix of residential and commercial/industrial uses. The project will provide housing in close proximity to several employers and convenient location to Easley and Liberty.

(B) Will the proposed use not adversely affect the existing use or usability of adjacent or nearby property?

Proposed use will not adversely affect adjacent or nearby properties. It will enhance the area by providing needed housing.

(C) Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

Yes - it aids in meeting housing needs of the county and is located on a main thoroughfare to provide ease of access for residents

(D) Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The proposed use includes up to 90 residential lots and will not be an excessive burden to public facilities or services. The future commercial use is not known at this time but expected to be a neighborhood commercial use

(E) Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

Yes - it meets all development ordinance requirements.

(F) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes - it meets standard subdivision requirements for Pickens County

April 5, 2021

Mr. Chris Brink
Pickens County
222 McDaniel Ave, B-10
Pickens, SC 29671

Via Email: chrisb@co.pickens.sc.us

Re: Land Use Review Letter of Intent
Edgewood Farms
Proposed Subdivision
Highway 93 & Gillespie Drive
Pickens County, South Carolina
D&F Job Number: 013866.00

Dear Mr. Brink:

Please accept this as the Letter of Intent for the proposed Edgewood Farms subdivision to be located at the intersection of Highway 93 and Gillespie Drive in Pickens County, South Carolina. The site is further identified as TMS # 5008-11-56-7923 and consist of approximately 37.47 acres.

The site is proposed to be developed into up to 90 single-family detached lots and one future commercial lot. The single family lots will have a minimum width of 50' and a minimum size of 8000 SF. The future commercial lot is a +/- 3 acre portion of the property located at the corner of Highway 93 and Gillespie Drive. It is separated from the single-family portion by an existing stream. The use for the future commercial lot is not known at this time, but it is expected to be a neighborhood commercial type use.

The site is served by public water and sewer. There is an existing stream running through the property and we are proposing 50' buffer on each side of the stream.

A sketch plan has been provided that depicts 87 lots and the future commercial lot.

We appreciate your consideration of this request for Land Use Review approval.

Yours truly,

DAVIS & FLOYD



James D. McCutchen, Jr., PE
Senior Project Manager

Completed Land Use Review Application
Sketch Plan
Attachment "A"

c: Tripp Taylor, RPG Development, LLC

\\gwd-fs1\Data\Jobs\Event 110-0\Brent\Robertson\Pickens County\Project Trumpet\CAD\Concept\2-1-0405 000115.01-SITE.dwg, 4/5/2021 2:15:43 PM, jonathan ritchie
THESE DRAWINGS AND THE DESIGN THEREON ARE THE PROPERTY OF DAVIS & FLOYD, INC. AND MAY NOT BE USED IN WHOLE OR IN PART WITHOUT WRITTEN CONSENT OF THE ENGINEER / ARCHITECT AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION





VICINITY MAP

SITE ANALYSIS	
TAX MAP NUMBER	5008-11-56-7923
PHYSICAL ADDRESS	HEY 93 & GILLESPIE DRIVE
ZONING	NA
FRONT SETBACK	20'
SIDE SETBACK	7'
REAR SETBACK	10'
ACREAGE	±37.47 AC.
PROPOSED LOTS	87

Know what's below. Call before you dig.

PROJECT DATUM INFORMATION:
HORIZONTAL DATUM: SC83IF
VERTICAL DATUM: NAVD88

N

STATE PLANE

0 80' 160'

SCALE: 1" = 80'

NOT FOR CONSTRUCTION

DAVIS & FLOYD
SINCE 1954
WWW.DAVISFLOYD.COM

OWNER
RPG DEVELOPMANT, LLC

PICKENS, SC
PROJECT TITLE

EDGEWOOD FARMS

DRAWING TITLE

SKETCH PLAN

NO.		DATE
1	FOR SUBMITTAL	4-5-21
	REVISED	
	CHECKED	
	DRAWN	

JOB NO. 115.01
DATE 11/19/2020
DESIGNED
DRAWN
CHECKED
APPROVED

C200

PAGE OF 1

CHRISTOPHER J. BRINK, AICP
DIRECTOR

JOEY AIKEN
CHIEF BUILDING OFFICIAL

SCOTTIE FERGUSON
STORMWATER MANAGER

RAY HOLLIDAY
COUNTY PLANNER

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

LU-21-0004
Staff Report

Planning Commission Public Hearing: May 10, 2021 6:30 PM

The following report constitutes the assessment and evaluation by Planning staff on the above mentioned request.

Applicant:	Tillman Infrastructure, LLC 152 West 57th Street New York, NY 10019
Applicant Representative:	Andy Loeb, Towersource
Property Owner(s):	Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap
Property Location:	Mt. Bethel Church Road, Mt Bethel Road, Sunset
Acreage:	48 +- Acres
Tax Map Number:	4162-00-16-4908
County Council District:	3
Land Use Request:	250' Wireless Communication Facility
Variance Request(s) from Planning Commission:	N/A

Request Background:

The applicant is proposing to erect a 250 foot wireless telecommunications facility (tower). The proposed tower will be located on property owned by Elwell and Susan Gilstrap with access from Mt. Bethel Church Road.

Current Property Use:

The property is currently used as single-family residential; however the parcel upon which the wireless tower will be located is separated from the residentially used portions of the entire taxed tract by an intervening parcel (by definition, this is considered a separate tract and said tract would be classified as agricultural).

Surrounding Area:

The area surrounding the proposed wireless facility is a mixture of large vacant lots and rural style single-family residential (±3.00 acre). The tract on which the tower is located is wooded, affording a natural visual screen from the equipment located at the base of the facility from adjacent properties.

Utilities & Infrastructure

Transportation:

The property is served by Mt. Bethel Road (SCDOT Maintained) and Mt. Bethel Church Road (county maintained)

Water:

N/A

Sewerage:

N/A

Past Development/Approvals:

N/A

Photograph(s):

N/A

Comments from Reviewing Agencies:

Pickens County Engineer:

N/A

SCDOT:

N/A

Water and Sewage Provider:

N/A

SCDHEC:

N/A

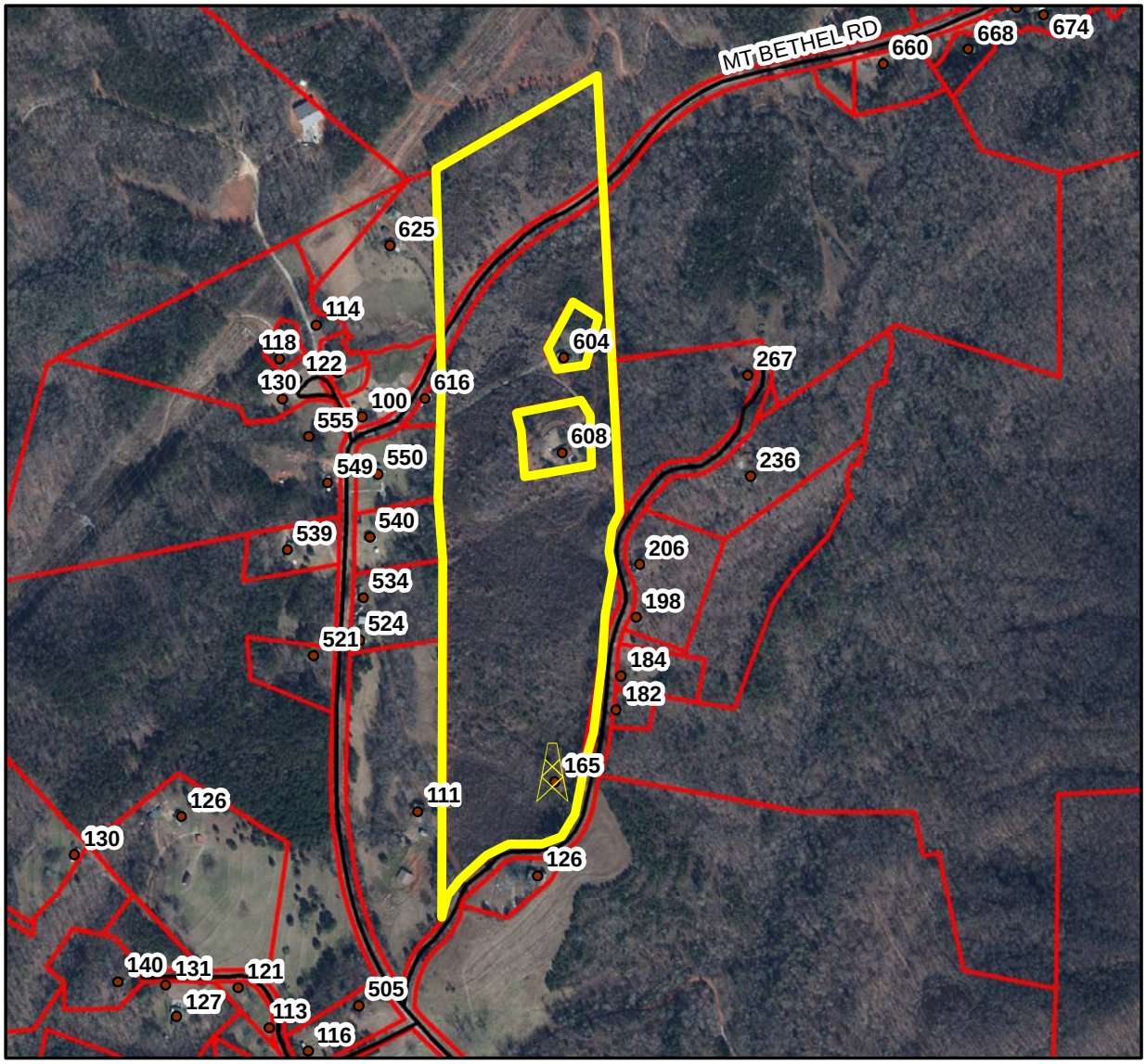
PC Emergency/Fire Services:

N/A

Other Reviewing Agencies:

LU-21-0004

General Site



LU-21-0004

State Roads

County Roads

Private

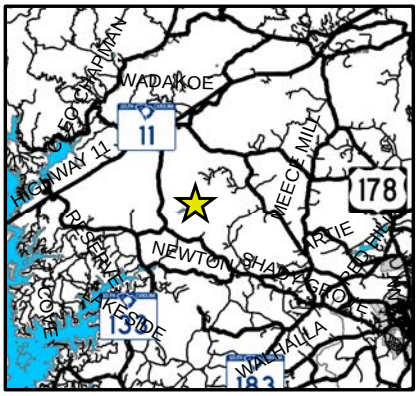
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 212.5 425 850

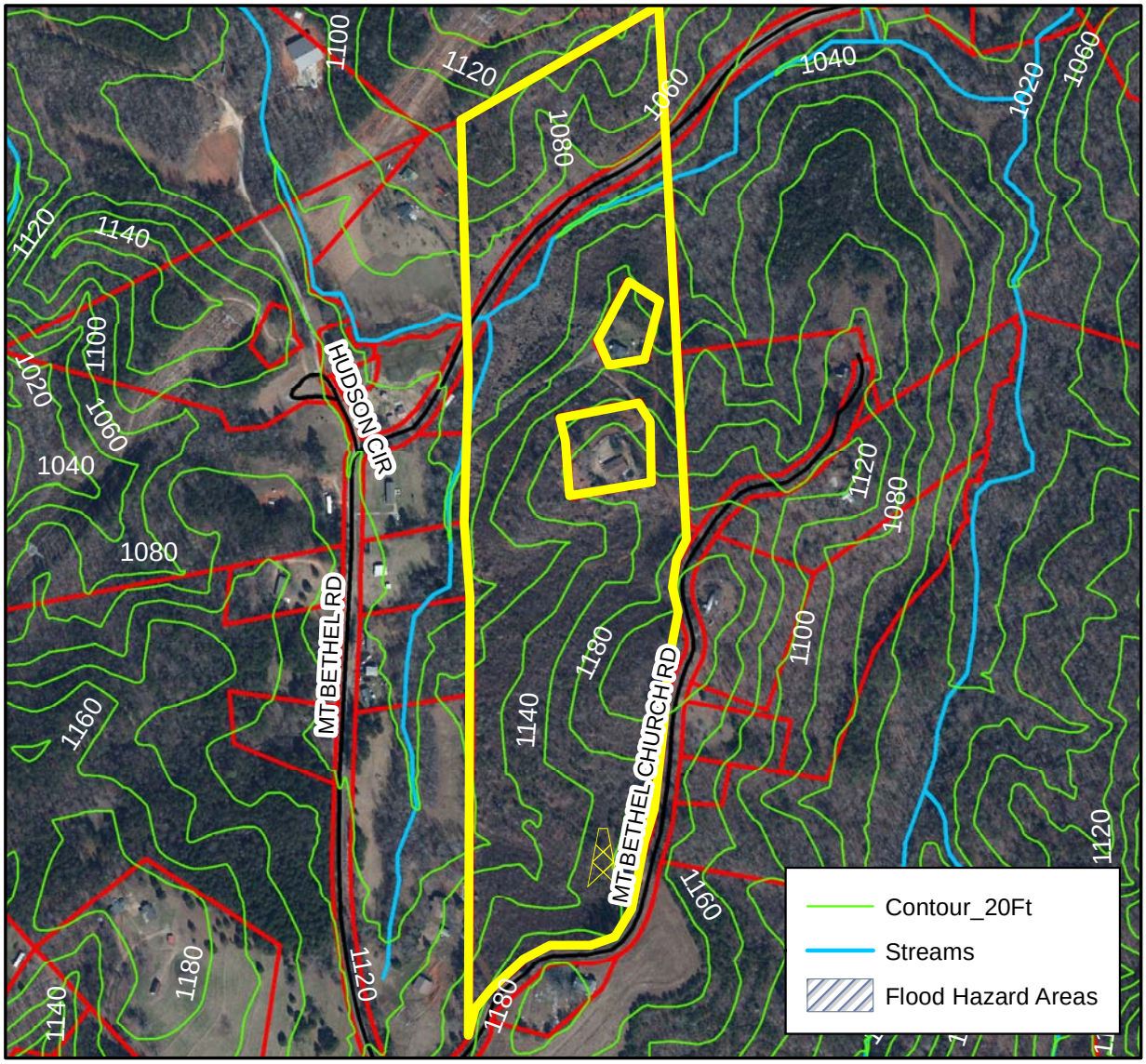
Feet

250' Wireless Tower
Tillman Infrastructure
Mt Bethel Rd/
Mt Bethel Church Rd



LU-21-0004

Topography/Hydrology



LU-21-0004

State Roads

County Roads

Private

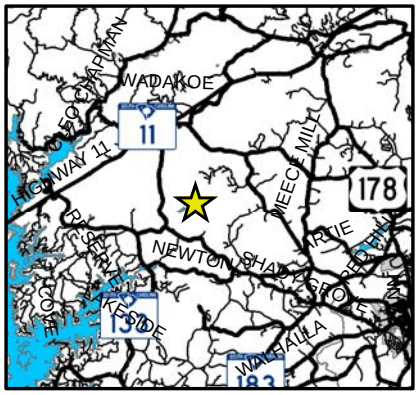
Department of
Community Development
222 McDaniel Avenue, B-10
Pickens, SC 29671
864-898-5956

N

0 175 350 700

Feet

250' Wireless Tower
Tillman Infrastructure
Mt Bethel Rd/
Mt Bethel Church Rd



Analysis of Standards for Land Use Approval:

Staff analysis of the application is made based upon the findings criteria as set forth in Section 1205(f) of the UDSO. The applicant has submitted his/her response to the same findings criteria.

A. Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

The area is a mix of residential and large acreage agricultural/forest/vacant. A telecommunications tower facility as that being proposed is not uncommon in such areas.

B. Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The proposed use should not affect the existing use of adjacent property.

C. Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

The current Comprehensive Plan is silent as to the locating of wireless communication facilities in the county.

D. Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The proposed use will not cause an excessive use or burden to existing public facilities.

E. Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

Yes. The project meets the respective standards as set forth in the Unified Development Standards Ordinance of Pickens County for such uses.

F. Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes. The use and request as proposed appears to balance protection of public health and welfare with the unfettered use of property.

Facility Allowances vs Facility as Proposed

The following is a comparison between what is allowed in the USDO for Wireless Communication Facilities (Section 311) and that as proposed by the applicant.

	Allowances	Proposed
Height		
Guyed/Lattice	250'	250'
Monopole	200'	N/A
Setbacks		
Residential	250' (Height of Tower)	400'+
Others	Fall Zone of Tower	Fall Zone of Tower
Leased Area	250' or engineered fall zone	10,000 sq. ft. (fall zone of tower)
Lighting	If above 200'	N/A
Buffers	10' Wide around fence enclosure	UDSO requirements

Planning Staff Recommendation:

Approval

The following are not to be considered application specific conditions. These are UDSO highlights which are applicable to all similar projects and are being provided as a reference. These notations are not to be considered as exclusive of all Pickens County Development Standards that will apply:

- *Approval only granted as applied for by the applicant and as otherwise approved by the Planning Commission; any revision to the approved project plan may require re-submittal to the Planning Commission.*
- *Approval by the Planning Commission may not include proposed site-specific design, unless or except as conditioned by the approval.*
- *Approval by the Planning commission does not constitute approval of the required development permits nor does it alleviate the requirement of submitting full construction plans and preliminary plats. Contact staff to obtain all necessary permits for development.*

PICKENS COUNTY
SOUTH CAROLINA

COMMUNITY DEVELOPMENT
BUILDING CODES ADMINISTRATION • STORMWATER MANAGEMENT • PLANNING

APPLICATION FOR:

☑ **Land Use Review /Subdivision Review**

☐ **Subdivision Variance** **Case No.:** _____- _____ - _____

Note to Applicant: All applications must be typed or legibly printed and all entries must be completed on all the required application forms. If you are uncertain to the applicability of an item, please contact a member of the Planning Staff. Incomplete applications or applications submitted after the posted deadlines will be delayed.

Name of Applicant Tillman Infrastructure, LLC

Mailing Address 152 West 57th St, New York, NY 10019

Telephone (770) 289-9766 Email wweiland@tillmaninfrastructure.com

Applicant is the: Owner's Agent Tillman Infrastructure Property Owner _____

Property Owner(s) of Record Clarence Elwell Gilstrap Jr. and Susan G. Gilstrap

Mailing Address Mt. Bethel Church Road, Sunset, SC 29685

Telephone _____ Email _____

Authorized Representative Towersource, Andy Loeb

Mailing Address 1080 Holcomb Bridge Rd, Building 100 Suite 350, Roswell, GA 30076

Telephone (678) 637-0785 Email aloeb@towersourceinc.com

Address/Location of Property Mt. Bethel Church Road, Sunset, SC 29685

Existing Land Use Agricultural Proposed Land Use _____

Tax Map Number(s) 4162-00-16-4908

Total Size of Project (acres) _____ Number of Lots 1

Utilities:

Proposed Water Source: ☐ Wells ☐ Public Water Water District: _____

Proposed Sewer: ☐ Onsite Septic ☐ Public Sewer Sewer District: _____

REQUEST FOR VARIANCE (IF APPLICABLE):
Is there a variance request from the subdivision regulations or county road ordinance? ☐ Yes ☐ No
If YES, applicant must include explanation of request and give appropriate justifications.

RESTRICTIVE CONVENANT STATEMENT

Pursuant to South Carolina Code of Laws 6-29-1145:

I (we) certify as property owner(s) or as authorized representative for this request that the referenced property:

☐ **IS** subject to recorded restrictive covenants and that the applicable request(s) is permitted, or not other wise in violation, of the same recorded restrictive covenants.

☐ **IS** subject to recorded restrictive covenants and that the applicable request(s) was not permitted, however a waiver has been granted as provided for in the applicable covenants. *(Applicant must provide an original of the applicable issued waiver)*

☐ **IS NOT** subject to recorded restrictive covenants

SIGNATURE(S) OF APPLICANTS(S):

I (we) certify as property owners or authorized representative that the information shown on and any attachment to this application is accurate to the best of my (our) knowledge, and I (we) understand that any inaccuracies may be considered just cause for postponement of action on the request and/or invalidation of this application or any action taken on this application.

I (we) further authorize staff of Pickens County to inspect the premises of the above-described property at a time which is agreeable to the applicant/property owner.

Andy Loeb ✓ 3/12/2021

Signature of Applicant Date

PROPERTY OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application and understands that an application affecting the use of the property has been submitted for consideration by the Pickens County Planning Commission.

Signature of Owner(s) Date

PICKENS COUNTY STAFF USE ONLY

Application Processing

Date Received _____ Received By _____

Pre-Application meeting held with _____on _____

Application Forwarded to (date):

DHEC _____ ☐ N/A

County Engineer _____ ☐ N/A

SCDOT _____ ☐ N/A

Local VFD _____ ☐ N/A

School Board _____ ☐ N/A

Hearing and Action

Planning Commission Hearing Date _____

Deadline for Notice to Paper _____to run _____

Letter of Hearing Sent to Applicant _____

Sign Placement Deadline _____

Planning Commission Action(date)_____

☐ Approval ☐ Approval w/ modifications ☐ Denial

Modifications _____

_____

Notice of Action to Applicant _____

In consideration of a land use permit, the Planning Commission shall consider factors relevant in balancing the interest in promoting the public health, safety, and general welfare against the right of the individual to the unrestricted use of property and shall specifically consider the following objective criteria. Due weight or priority shall be given to those factors that are appropriate to the circumstances of each proposal.

Please respond to the following standards in the space provided or you may use an attachment as necessary:

(A) Is the proposed use consistent with other uses in the area or the general development patterns occurring in the area?

Tillman Infrastructure seeks a Land Use Permit, and appropriate variances to install a new mobile fuyed tower and associated facilities at this site.

(B) Will the proposed use not adversely affect the existing use or usability of adjacent or nearby property?

The proposed site will provide a shared use facility for AT&T and other communication carriers that have a need of coverage in this area.

(C) Is the proposed use compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?

Yes, the proposed tower will improve coverage in the area in order to provide necessary uninterrupted PCS services to the residents of Pickens County.

(D) Will the proposed use not cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The site will not cause an excessive or burdensome use of public facilities and services. The site will remain unstaffed except for once a month for someone to examine any issues with the tower and ground equipment.

(E) Is the property suitable for the proposed use relative to the requirements set forth in this development ordinance such as off-street parking, setbacks, buffers, and access?

An access road will be installed leading from Mt. Bethel Church Road. The narrative describes how the tower was designed to have an appropriate fall zone despite the overall height of the tower.

(F) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Yes, the proposed tower and all of the benefits of having uninterrupted cell services will be necessary for the people of Pickens County. PCS technology has become a vital part of emergency services, aiding residents, and motorists in various situations.

LAND USE APPLICATION

PROPOSED WIRELESS TELECOMMUNICATIONS FACILITY AT:

MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

SHADY GROVE ROAD SC-15200570 TIOPP17195

FILED ON BEHALF OF TILLMAN INFRASTRUCTURE, LLC BY:

TOWERSOURCE, LLC.

TABLE OF CONTENTS

1. COVER LETTER
2. CONDITIONAL USE APPLICATION
3. TELECOMMUNICATIONS REQUIREMENTS
4. ATTACHMENTS

April 14th, 2021

Mr. Chris Brink
Planning Department, Pickens County
222 McDaniel Avenue, B-10
Pickens, SC 29671

RE: Proposed Wireless Communications Facility
Mt. Bethel Church Road
Sunset, Pickens County, SC 29685

Dear Mr. Brink,

Towersource, on behalf of Tillman Infrastructure (Tillman), files this Land Use Application to allow the construction of a wireless telecommunications facility at the above referenced property. Tillman has finalized a lease agreement with the owners of the property, Clarence Elwell Gilstrap Jr. and Susan G. Gilstrap. The proposed facility is designed to accommodate multiple carriers and will provide the technology needed to provide clear and uninterrupted wireless telecommunications services to the residents of Pickens County.

The proposed wireless telecommunications facility will consist of a 250' tall self-support tower to be located within a 100' x 100' lease area. The proposed tower will be erected, owned and managed by Tillman. The facility will be unstaffed and will only require carrier service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month.

The facility is proposed in the AG (Agricultural) zone. Per **Sec. 311 Wireless Communication Facilities** table 3.1 states that new towers require a land use permit.

On behalf of Tillman Infrastructure, I herewith submit all required documentation for the consideration of conditional use permit approval in accordance with Pickens County's Zoning Ordinance.

Should you have any questions please feel free to contact me. I look forward to working with you.

Sincerely,

Andy Loeb

Andy Loeb
Project Manager
Towersource, LLC.

1.General Information:
Applicant: Tillman Infrastructure, LLC.
Applicant Address: 152 West 57th St, New York, NY 10019
Applicant Phone: 770.289.9766
Applicant Email: William Weiland at wweiland@tillmaninfrastructure.com

Owner(s) of Property:
Owner Name: Clarence Elwell Gilstrap Jr. and Susan G. Gilstrap
Owner Address: Mt. Bethel Church Road, Sunset, SC 29685

Applicant's Representative: Representative Name: Andy Loeb, Towersource, LLC
Representative Address: 1080 Holcomb Bridge Rd, Building 100 Suite 350, Roswell, GA 30076
Representative Phone: Number: 678.637.0785
Representative Email: Andy Loeb at aloeb@towersourceinc.com

2.Site Information:
Parcel ID Number: 4162-00-16-4908
Total Acreage: 48
Address of Property/Location: Mt. Bethel Church Road, Sunset, SC 29685
Current Use of Property: Agricultural
Current Zoning District: AG

3.Land Use Request:
Details of the land use request:

Tillman Infrastructure, LLC. ("Tillman Infrastructure"), seeks a Land Use Permit and any other required permits or approvals to install a new self-support tower and associated facilities at Mt. Bethel Church Road, Sunset, SC 29685 PID: 4162-00-16-4908. The proposed site will be accessible via an existing driveway off Mount Bethel Church Road. Tillman Infrastructure has an agreement with AT&T to develop this site on its behalf. In addition to AT&T, the site will be offered as a shared use facility to any other communication carriers that have a need for coverage in this area. AT&T has acquired the necessary licenses from the Federal Communications Commission ("FCC") to provide Personal Communications Services ("PCS") coverage throughout the United States. These licenses include Pickens County, SC.

The proposed site is located within the county's Agricultural District (AG). Tillman Infrastructure is proposing to install on the property for AT&T and other carriers, is necessary to provide uninterrupted PCS services to the residents of Pickens County, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless provider's technology operates at various radio frequency bands allocated by the FCC as part of their license.

PCS systems operate on a grid system with overlapping cells meshing, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected. The technical criteria for establishing the location of cell sites are very exacting as to the location and height. The proposed site at Mt. Bethel Church Road, Sunset, SC 29685 PID: 4162-00-16-4908 is within the geographic area deemed necessary for AT&T and other wireless telecommunications providers to provide uninterrupted services.

In accordance with the County's Zoning Ordinance and the South Carolina Code of Laws, Tillman Infrastructure has made application to install a mobile service support structure. The proposed mobile service support structure will consist of a 245' tall self-support tower with a 5' lightning rod for a total height of 250' to be located within a 100' x 100' lease parcel.
The facility will be unstaffed and will require service technicians, in a pick-up/van sized vehicle, to visit the site approximately once per month. The site will be entirely self-monitored through a sophisticated alarm system which will be connected to a main switch station. The system will alert personnel to any equipment malfunction or breach of security. Additionally, the proposed site will not use water or sanitation services and will require no additional fire or police service. The only services used in connection with the wireless telecommunications facility are power, fiber optic, and other telecommunications cables. There may be a need for other types of wiring depending on what equipment the carrier will use on the facility.

In accordance with FCC regulations, the mobile service support structure will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. PCS technology has become a vital part of emergency services, aiding residents, and motorists in a variety of situations, thus helping to protect the general public's health, safety, and welfare. The proposed mobile service support structure at this site will further enhance goals of providing the most reliable network possible in this area.

The proposed mobile service support structure will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, Tillman Infrastructure will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. Any, and all, RF emissions are subject to the exclusive jurisdiction of the FCC. Any height, lighting or marking issues are subject to the exclusive jurisdiction of the FAA.

Towersource, on behalf of Tillman Infrastructure, looks forward to working with Pickens County to bring the benefits of the proposed service to the entire area. This application addresses the County's standards for a land use permit as well as the requirements of South Carolina Code of Laws.

Pickens County SC Unified Development Standards

Sec. 311 Wireless Communication Facilities

Land Uses:

Agricultural: Areas of unincorporated Pickens County that are comprised primarily of farms, forested areas, or other areas that are undeveloped, not platted for development, and are otherwise not occupied primarily by residential, commercial, or industrial uses.

Residential: Areas of unincorporated Pickens County that are primarily residential in nature consisting of single or multi-family residential housing, subdivisions, residential manufactured housing units, or uses ancillary to residential uses such as churches, schools, parks, pools, etc. or areas platted for the future

3.1.

*Towers located as a principal use of the property will be governed by the land use of the surrounding properties.

BP = Building Permit AR = Administrative Review LU = Land Use Permit

Applicant's Response: The proposed site is for a 250' self-support tower on a location zoned for Agricultural use which will require a Land Use Permit from the County.

(2) A Temporary Wireless Communication Facility may be approved by Administrative Review in any area for a period not to exceed 90 days. The application shall include an explanation of the urgency of need for a temporary facility in addition to all other documentation requirements.

Applicant's Response: Not Applicable

(3) In addition to the standards enumerated for Administrative Review or Land Use approval, the following factors shall also be considered:

a. Height of the proposed tower or Concealed Support Structure.

b. Proximity of residential uses.

c. Topography of the surrounding area.

d. Surrounding tree cover and existing vegetation.

e. Design of the structure with particular reference to characteristics that have the effect of reducing or eliminating visual obtrusiveness.

f. Whether there exist or have been approved other suitable towers or tall structures within the geographic area required to meet the proposed service provider's engineering requirements. The lack of suitable alternatives may be demonstrated by one or more of the following:

1. That existing towers or tall structures are not located within the necessary geographic area.

2. That existing towers or tall structures are not of sufficient height to meet system engineering requirements.

3. That existing towers or tall structures do not have the structural capacity to support the service provider's antennae or do not have sufficient ground or interior space for related equipment.

4. That the proposed service provider's antennae would cause interference with antennae on existing towers or tall structures or that existing systems would cause interference with the proposed service provider's signal.

5. That other limiting factors, not including economic considerations, render existing towers or tall structures unsuitable.

Applicant's Response: The Applicant agrees and understands this process and will supply additional information if the attached documents are not sufficient for an approval.

(4) Any decision to deny an application to place, construct, or modify wireless communication facilities shall be in writing and cite the basis on substantial evidence contained in a written record.

311 (e) Height limitations and co-location requirements.

(1) Antennae attached to existing buildings or structures other than towers shall not increase the total height by more than 20 feet.

Applicant's Response: Not Applicable, this application is for a new self-support tower.

(2) Concealed support structures in any agricultural shall not exceed 150 feet in height and shall not exceed 70 feet in height in any residential area. Concealed support structures in other areas shall not be limited as to their height. Colocation for additional users may be required contingent upon the design of the structure.

Applicant's Response: Not Applicable, this application is for a new self-support tower.

(3) Towers located in agricultural areas shall not exceed 250 feet in height.

Applicant's Response: The height of the proposed tower will be 245' with a 5' lightning rod. The overall height of the tower will be at 250 feet.

See: Exhibit A, Zoning Drawings, Sheet C4

See: Exhibit B, Propagation Map

(4) Monopoles located in any area of Pickens County shall not exceed 200 feet in height.

Applicant's Response: Not applicable, this application is for a new self-support tower.

(5) All towers over 100 feet in height shall have structural capacity and ground or interior equipment space to accommodate multiple users. Towers up to 150 feet shall accommodate at least 3 users. Towers over 151 feet shall accommodate at least 5 users.

Applicant's Response: The proposed tower, which will have an overall height of 250 feet, has been designed to accommodate up to 5 carriers. The anchor carrier, AT&T has already reserved the highest rad center.

See: Exhibit C, Structural Analysis

311 (f) Design criteria.

(1) Setbacks.

a. Each tower shall be located no less than a distance equal to the height of the tower from any property used for single-family residential purposes.

Applicant's Response:
Parcel 4162-00-16-9386 to the Northeast of the property is 413'4' from the proposed tower.
Parcel 4162-00-16-8220 also to the Northeast is 254'4" from the proposed tower.
Parcel 4162-00-46-1687 to the East is 156', 10" from the proposed tower, however, is vacant, not used for residential purposes and is zoned Agricultural.
Parcel 4162-00-05-8813 is 420'3" from the proposed tower.

The Fall Zone certification details that the proposed tower is designed in such a way that the fall zone will be within the leased parcel and not an adjacent property used for single family residences.

See: Exhibit D, Fall Zone Certification

b. Each tower shall be located at least one-third of its height from any public right-of-way.

Applicant's Response: As seen on sheet C1 of the attached zoning drawings, the proposed tower is located 199', 9" to the nearest public right-of-way, Mt. Bethel Church Road, which is sufficient to satisfy this requirement.

c. The tower owner or wireless provider must, at a minimum, own or lease the entire fall zone of the tower as certified by a qualified independent engineer licensed in the State of South Carolina. Any leased area must be contained within a single lot of record having sufficient dimensions to accommodate the setback requirements listed above. (Amended 9/19/2016)

Applicant's Response: The proposed tower has a certified fall zone letter that shows the design of the tower will have a fall zone within the leased parcel.

See: Exhibit A, Zoning Drawings, Sheet C1

See: Exhibit D, Fall Zone Certification

(2) Landscaping, screening and visual impact.

a. A minimum 10-foot wide area meeting buffer standards shall surround towers and related equipment. Landscaping and buffer areas must be under the ownership or long-term lease of the tower owner. The required buffer area may be reduced or waived by the Director of Community Development if existing natural vegetation on site provides sufficient screening from adjacent properties and public rights-of-way.

Applicant's Response: There are details in the site plan regarding both landscaping and screening that satisfy these provisions. As seen on Sheet C3 of the attached Zoning drawings there will be a 6' chain link fence around the compound with appropriate security devices. Sheet L1 describes the 10' landscape buffer consisting of pine straw and Leyland Cypress trees to be planted at a minimum of 6 feet in height.

See: Exhibit A, Zoning Drawings, Sheet C3

b. Antennas and related equipment attached to existing structures other than towers shall be of the same color as any feature of the structure that form the background.

Applicant's Response: The equipment for the anchor tenant AT&T will be the same color as the proposed tower, as will any other future potential carriers. Tillman understands and agrees to this requirement.

c. Antennas and related equipment attached to historically or architecturally significant structures or within Significant View Corridors, as established by Pickens County or state or federal law or agency, shall be concealed in a manner that matches the architectural features of the structure.

Applicant's Response: Not applicable, not attached to a significant structure nor located in a significant view corridor

d. Concealed support structures shall have all related equipment screened from view by one of the following methods:

1. Locating all equipment in an existing building;

2. Locating all equipment in an underground vault; or

3. Locating all equipment in a new building that is of an architectural style similar to existing buildings or compatible with the specific environment.

Applicant's Response: The proposed site plan has a proposed area for a new building to house the equipment for AT&T. As seen on Sheet C2 of the attached Zoning drawings, there is space available for similar buildings for future tenants.

See: Exhibit A, Zoning Drawings, Sheet C2

(3) Lighting.

Security lighting of the facility is allowed to the extent that the light source is shielded from adjacent properties. Towers shall not be lighted beyond that required by the FAA. If lighting is required on a tower located within 1 mile of a residential use, the owner shall request FAA approval of a dual-lighting system.

Applicant's Response: Applicant agrees and understands this provision. The only lighting for the tower is that required by Federal agencies.

(4) Security.

All towers and related equipment shall be enclosed by decay-resistant security fencing not less than 6 feet in height and shall be equipped with other anticlimbing devices as appropriate to prevent unauthorized access.

Applicant's Response: As seen on Sheet C3 of the attached Zoning drawings there will be a 6' chain link fence around the compound with appropriate security devices and anticlimbing devices.

(5) Signage.

Tower facilities shall have mounted in a conspicuous place, a sign of not more than 1 square foot in area, identifying the facility's owner and providing a means of contact in the event of an emergency. All other signs and any form of advertising are prohibited.

Applicant's Response: As seen on the attached Zoning Drawings on Sheet C5, a sign that meets all of these requirements will be located on the facility.

(6) Compliance.

All towers, concealed support structures, antennas and related equipment shall comply with all building, electrical and other codes currently in force, the applicable standards of the Electronic Industries Association and the applicable regulations of the Federal Communications Commission and Federal Aviation Administration.

Applicant's Response: The proposed tower is in compliance with applicable regulations by Federal Agencies.

See: Exhibit B, RF Letter of Compliance

<u>311 (g) Application requirements.</u>

(2) Land Use Review

All applicants for special use approval shall submit the following in addition to all documentation required by the Procedures and Permits Article for special use applications:

a. A written statement of commitment to use the proposed site from at least one federally-licensed wireless service provider.

Applicant's Response: AT&T is the anchor carrier of the proposed tower and already has designated space for antennas and ground equipment.

See: Exhibit E, A&T Commitment Letter

See: Exhibit A, Zoning Drawings, Sheet C2

b. Narrative and graphic materials, such as signal propagation plots, prepared by a radio frequency engineer clearly explaining and illustrating the proposed service provider's need for the new antenna installation. In documenting need, the applicant will address the proposed site's relationship to the existing antenna network, existing towers and tall structures located within 1 mile of the proposed location, the reasons why co-location on an existing tower is not feasible, the required antenna height and alternate locations as may be appropriate.

Applicant's Response: The anchor carrier, AT&T, has deemed this area as needing coverage. The attached propagation map will provide evidence of how coverage can be established on this location.

See: Exhibit B, RF Propagation Map

c. Architectural renderings or simulated photographs of all proposed structure(s) in their physical environment with particular attention to views from public streets or residential uses.

Applicant's Response: Photo simulations of the proposed tower have been provided from views at various angles.

See: Exhibit F, Photo Simulations

d. For facilities located on properties being leased:

1. A copy of the lease agreement shall be submitted which must be signed by the property owner and notarized to ensure that compatibility is met.

Applicant's Response: See Exhibit G, Lease Agreement

2. A plat of the area to be leased. This area must have access via private easement to a public road.

Applicant's Response: See: Exhibit H, Plat Map

e. For towers or concealed support structures, a report from a qualified independent engineer licensed in the State of South Carolina documenting the following:

1. The location of the facility by longitude and latitude, ground elevation and total height.

2. Total anticipated capacity of the tower or concealed support structure, including assumptions as to number and type of antennae supported.

3. Evidence of the structural integrity of the structure with respect to wind and ice loadings.

4. Design characteristics that indicate the limits of falling debris in the event of catastrophic structural failure.

Applicant's Response: The proposed tower has successfully passed a structural engineer licensed by the State of South Carolina.

See: Exhibit C, Structural Analysis

f. A scale drawing of the site and area that indicates distances to the nearest residential uses.

Applicant's Response: See: Exhibit A, Zoning Drawings, Sheet C1

g. A map that illustrates the proposed tower location with respect to the nearest airport.

Applicant's Response: The proposed tower location is 6.71 miles to the nearest airport

See: Exhibit I, Map

h. A determination by the FAA regarding hazards to air navigation.

Applicant's Response: See: Exhibit J, FAA documents

i. Identity and current contact information of the person authorized by the applicant to answer questions from the local government or community regarding construction and operation of the facility. Include name, mailing address, telephone number, facsimile number and electronic mail address, if applicable.

Applicant's Response:

Andy Loeb, Towersource

1080 Holcomb Bridge Road, Building 100, Suite 350, Roswell, GA 30076

aloeb@towersourceinc.com

Phone: (678) 637-0785

j. Applicant must file with the Planning Department written indemnification of the county and proof of liability insurance of financial ability to respond to claims up to $1,000,000 minimum in the aggregate which may arise from operation of the facility during its life, at no cost to the county, in the form approved by the county attorney.

Applicant's Response: See: Exhibit K, COI and Indemnification

k. A fee of $200.00 must accompany all applications for approval of a communication tower or facility.

Applicant's Response: The applicable fee was paid by check on April 14, 2021 via FedEx.

311 (h) Removal.

A communication tower, for which use has been discontinued for a continuous period of one year, shall be removed within 120 days of the date of the end of such period. Each company must notify the County within 30 days if telecommunications cease operations at a tower or antenna. All structures, fencing, screening, and other improvements must be removed

Applicant's Response: Tillman understands and agrees to this provision.

311 (i) Annual Report Required.

All companies that operate or maintain ownership of communication towers shall submit an Annual Report to the Pickens County Planning Department during January of each year. The Report shall note a company's efforts to coordinate with other telecommunications companies including potential co-locations or towers owned by other companies.

Applicant's Response: Tillman understands and agrees to this provision.

311 (j) Third Party Technical Review Assistance.

The Community Development Director or the Planning Commission may make use of technical consultants to review applications and to determine if the standards in this ordinance and other applicable standards are met. The applicant shall be required to bear the cost of the required technical services. The Community Development Director shall estimate any expenses and shall require payment with the completed application. Additional expenses shall be invoiced by the County Finance Department to the applicant. Amounts in excess of required fees and actual expenses shall be returned to the applicant.

Applicant's Response: Tillman understands and agrees to this provision.

BUILDING CODES

- INTERNATIONAL BUILDING CODE - 2012 EDITION
- NFPA NATIONAL ELECTRICAL CODE - 2014 EDITION
- INTERNATIONAL FUEL GAS CODE - 2012 EDITION
- INTERNATIONAL PLUMBING CODE - 2012 EDITION
- INTERNATIONAL RESIDENTIAL CODE FOR ONE & TWO FAMILY DWELLINGS - 2012 EDITION
- INTERNATIONAL EXISTING BUILDING CODE - 2012 EDITION
- STRUCTURAL CONCRETE CODE - ACI 318-11
- STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES - (TIA/EIA-222-G)

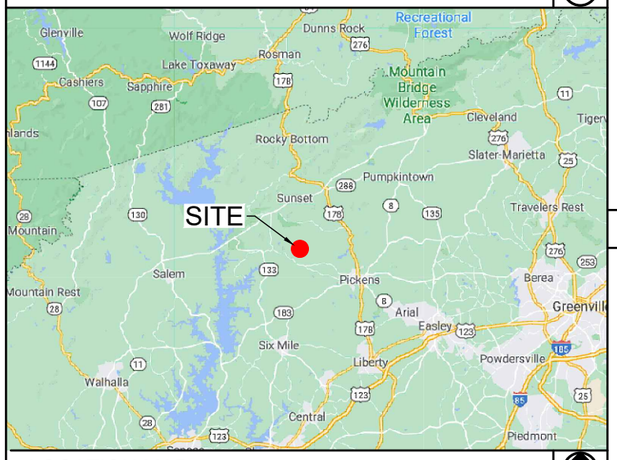
HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION.
HANDICAP ACCESS IS NOT REQUIRED

PLUMBING REQUIREMENTS

FACILITY HAS NO SANITARY OR POTABLE WATER.

VICINITY MAP



LOCATION MAP



TILLMAN INFRASTRUCTURE

RAWLAND CONSTRUCTION DRAWINGS

245'-0" SELF-SUPPORT TOWER

SITE NAME

SHADY GROVE ROAD SC (15200570)

SITE ID

TI-OPP-17195

SITE COORDINATES

34° 54' 53.75", -82° 47' 46.36"
(34.914931, -82.796211)

SITE ADDRESS

MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

FLOOD PLAIN NOTE
PER THE FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO.: 45077C0145E DATED: 12/21/2017

PROJECT SUMMARY

TYPE OF OCCUPANCY:	TELECOMMUNICATIONS
SITE TYPE:	RAWLAND
TOWER TYPE:	SELF-SUPPORT
LATITUDE:	N 34° 54' 53.75"
LONGITUDE:	W -82° 47' 46.36"
JURISDICTION:	PICKENS COUNTY
COUNTY:	PICKENS
DEED BOOK & PAGE:	13-A, PAGE 888
PARCEL ID:	4162-00-16-4908
ZONED:	AG

CONTACTS

LAND OWNER:	CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP MT. BETHEL CHURCH ROAD (4162-00-16-4908) SUNSET, SC 29685
TOWER OWNER:	TILLMAN INFRASTRUCTURE, LLC 20 MANSELL COURT, SUITE 375 ROSWELL, GA 30076
ENGINEER:	TOWERSOURCE 1080 HOLCOMB BRIDGE RD. BLDG. 100 SUITE 350 ROSWELL, GA 30076 (678) 990-2338
MUNICIPALITY:	PLANNING DEPARTMENT PICKENS COUNTY ADMINISTRATION FACILITY 222 McDANIEL BOULEVARD, B-10 PICKENS, SC 29671
POWER COMPANY:	BLUE RIDGE ELECTRIC
TELCO COMPANY:	AT&T

SITE DIRECTIONS

FROM
20 MANSELL COURT, SUITE 375
ROSWELL, GA 30076

TAKE WARSAW ROAD AND HOLCOMB BRIDGE ROAD TO US-19 S IN ROSWELL	2.1 MI.	CONTINUE ON SC-59 N. TAKE SC-130 N, SC-183, AND MARTIN SCHOOL ROAD TO MT BETHEL CHURCH ROAD IN SUNSET	35.1 MI.
TAKE I-85 N TO SC-59 N IN FAIR PLAY. TAKE EXIT 2 FROM I-85 N	100.0 MI.	THE SITE WILL BE ON THE LEFT.	

DRAWING INDEX

SHEET	DESCRIPTION	REV
T1	COVER SHEET	1
--	SURVEY (BY OTHERS)	--
C1	OVERALL SITE PLAN	1
C1A	OVERALL SITE PLAN ENLARGED	1
C2	SITE PLAN	1
C3	CONSTRUCTION DETAILS	1
C4	TOWER ELEVATION	1
C5	SITE SIGNAGE	1
L1	LANDSCAPE PLAN	1

811 Know what's below. Call before you dig.

SOUTH CAROLINA
TOWERSOURCE, INC.
No. 4986
CERTIFICATE OF AUTHORIZATION

PREPARED FOR:
TILLMAN INFRASTRUCTURE

A&E FIRM:
towersource
1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:
SHADY GROVE ROAD SC
15200570
TI-OPP-17195
MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

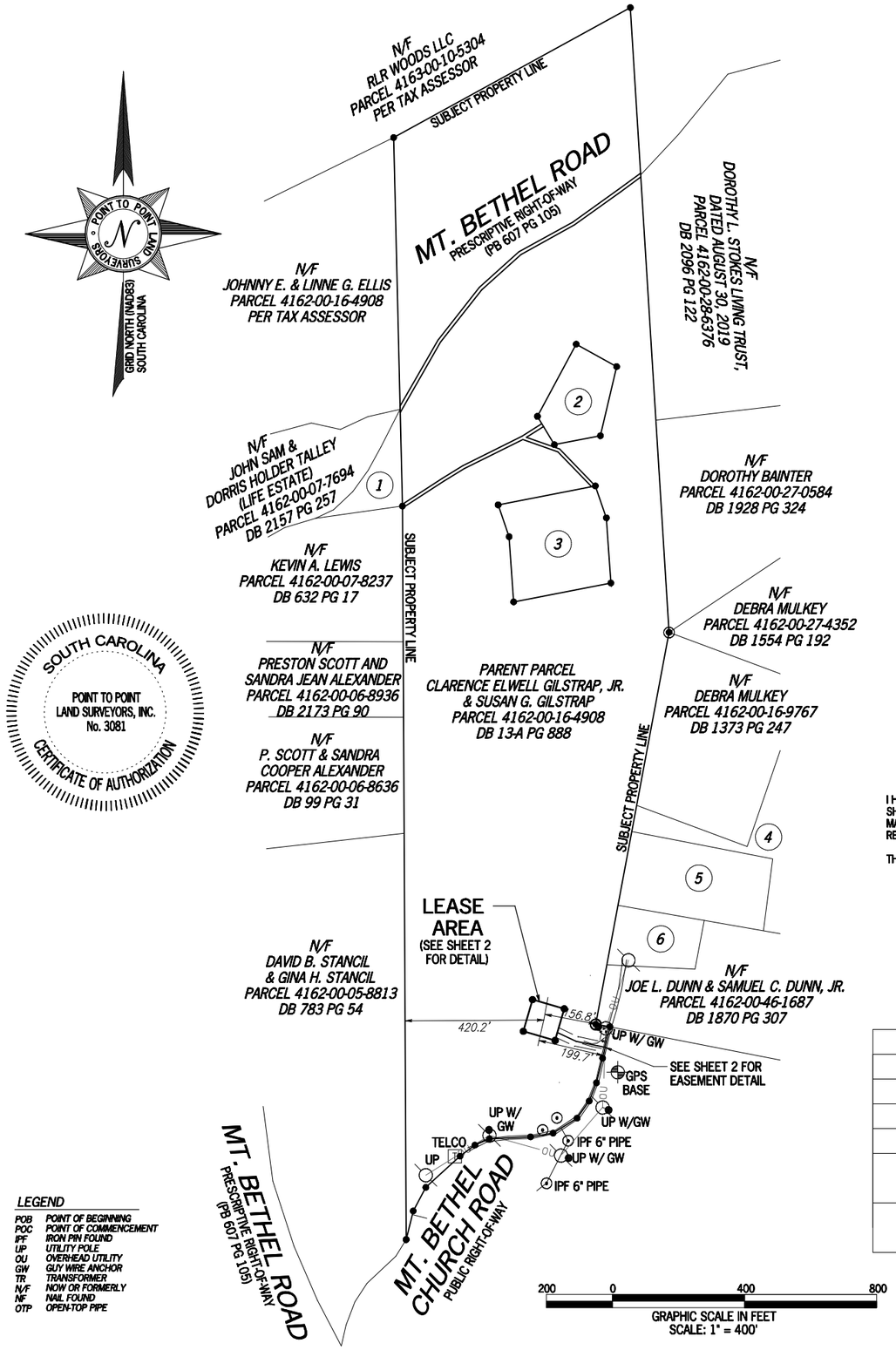
DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

SHEET TITLE:
COVER SHEET

SHEET #:	REVISION:
T1	1



LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPF	IRON PIN FOUND
UP	UTILITY POLE
OU	OVERHEAD UTILITY
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
N/F	NOW OR FORMERLY
NF	NAIL FOUND
OTP	OPEN-TOP PIPE

PARENT PARCEL

OWNER: CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP

SITE ADDRESS: MT. BETHEL ROAD, SUNSET, SC 29685

PARCEL ID: 4162-00-16-4908

AREA: 48 ACRES (PER TAX ASSESSOR)

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCE: DEED BOOK 13-A , PAGE 888

GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HORZ) 0.03 FEET (VERT)
TYPE OF EQUIPMENT: GEOMAX ZENITH35 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER INTERFACE
DATES OF SURVEY: 11/10/2020
DATUM / EPOCH: NAD_83(2011)EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99997886 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -0.99539444°
BENCHMARKS USED: DM6192, DH3874, DG4257

SURVEYOR CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY SPECIFIED THEREIN.

THIS SURVEY IS NOT FOR RECORDATION PURPOSES.

ADJOINER INFORMATION

	N/F	PARCEL ID	REFERENCE
1	MARY ANN CUSTEAU	4162-00-07-9582	DB 2189 PG 185
2	JULIA FAYE GILSTRAP & MARY E. GILSTRAP	4162-00-17-6813	DB 1563 PG 90
3	CLARENCE E. & SUSAN G. GILSTRAP	4162-00-17-5339	DB 13P PG 424
4	DEBRA S. MULKEY	4162-00-26-3884	DB 1373 PG 247
5	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-9386	DB 1777 PG 112
6	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-8220	DB 1777 PG 112

SURVEY NOT VALID WITHOUT SHEET 2 & 3 OF 3



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF TILLMAN INFRASTRUCTURE, LLC AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. [DATE OF LAST FIELD VISIT: 11/10/2020]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID18) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) SOUTH CAROLINA ZONE.

PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO. : 45077C0145E DATED: 12/21/2017

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

Know what's **below.**
Call before you dig.

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 28159
G. DARRELL TAYLOR
1/6/2021

NO.	DATE	REVISION
1	12/15/2020	UTILITY ESMT.
2	1/6/2021	ADDED TITLE - GJH
3	4/14/2021	SELF SUPPORT TOWER

* SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT
LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 27TH FLOOR
NEW YORK, NY 10019

15200570

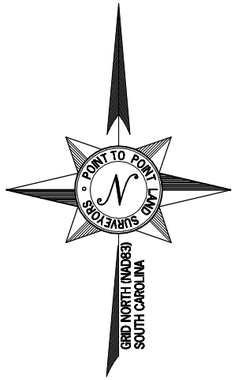
PICKENS COUNTY,
SOUTH CAROLINA

DRAWN BY: GJH	SHEET: 1
CHECKED BY: JKL	
APPROVED: D. MILLER	
DATE: DECEMBER 4, 2020	
P2P JOB #: 202153SC	OF 3

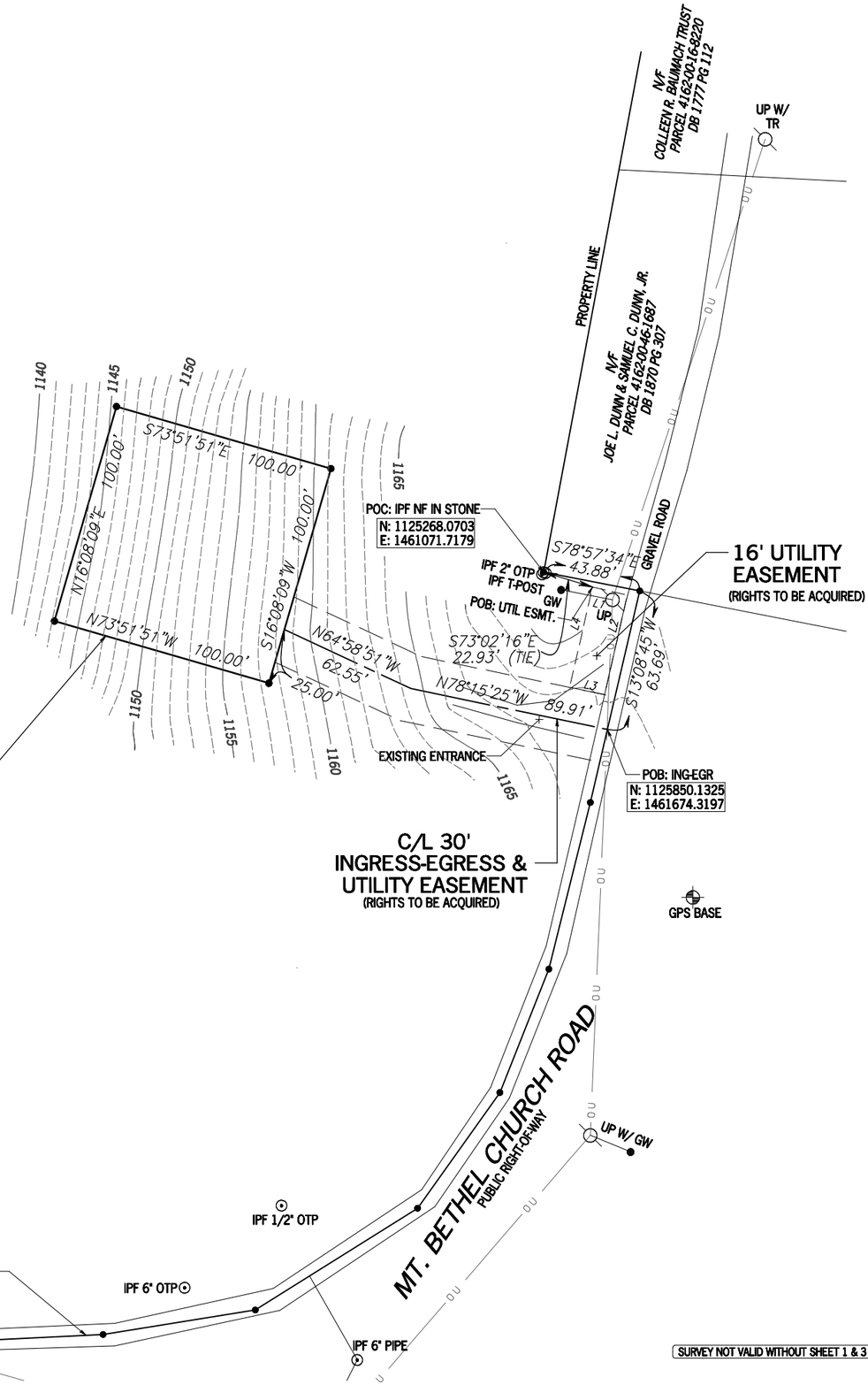
E:\Dropbox (Point To Point)\P2P Current Jobs\2020\202153SC\TOPP\17196\202153SC.pro

LINE TABLE

LINE	BEARING	DISTANCE
L1	S77°05'55"E	16.00'
L2	S12°54'05"W	45.74'
L3	N78°15'25"W	16.00'
L4	N12°54'05"E	46.06'







SITE INFORMATION

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 34° 54' 53.75" (NAD 83) (34.914931°)
LONGITUDE = -82° 47' 46.36" (NAD 83) (-82.796211°)
AT CENTER LEASE AREA

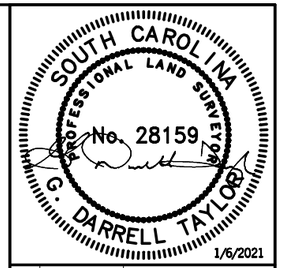
ELEVATION AT CENTER OF LEASE AREA = 1152.5' A.M.S.L.

LEGEND

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
IPF	IRON PIN FOUND
UP	UTILITY POLE
OU	OVERHEAD UTILITY
GW	GUY WIRE ANCHOR
TR	TRANSFORMER
N/F	NOW OR FORMERLY
NF	NAIL FOUND
OTP	OPEN-TOP PIPE

30 0 60 120
GRAPHIC SCALE IN FEET
SCALE: 1" = 60'

SURVEY NOT VALID WITHOUT SHEET 1 & 3 OF 3



NO.	DATE	REVISION
1	12/15/2020	UTILITY ESMT.
2	1/6/2021	ADDED TITLE - GJH
3	4/14/2021	SELF SUPPORT TOWER

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 27TH FLOOR
NEW YORK, NY 10019

15200570

PICKENS COUNTY,
SOUTH CAROLINA

DRAWN BY: GJH	SHEET: 2 OF 3
CHECKED BY: JKL	
APPROVED: D. MILLER	
DATE: DECEMBER 4, 2020	
P2P JOB #: 202153SC	

E:\Dropbox (Point To Point\P2P Current Jobs\2020\202153SC-TILOPP-1719\202153SC.pro

LEGAL DESCRIPTION SHEET

30' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT (15 FEET EACH SIDE OF CENTERLINE) LYING AND BEING IN PICKENS COUNTY, SOUTH CAROLINA, AND BEING A PART OF THE LANDS OF CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP AS RECORDED IN DEED BOOK 13-A, PAGE 888, PICKENS COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A NAIL IN A STONE FOUND AT AN EASTERLY CORNER OF SAID GILSTRAP LANDS, SAID NAIL BEING FOUND NORTH 37°27'31" EAST, 1.14 FEET FROM A 2" OPEN-TOP PIPE FOUND, AND NORTH 72°47'23" WEST, 0.97 FEET FROM A T-POST FOUND, SAID NAIL HAVING A SOUTH CAROLINA GRID NORTH, NAD83, VALUE OF N: 1125268.0703 E: 1461071.7179; THENCE ALONG THE PROPERTY LINE, SOUTH 78°57'34" EAST, 43.88 FEET TO A POINT IN THE CENTER OF MT. BETHEL CHURCH ROAD; THENCE RUNNING ALONG THE PROPERTY LINE AND THE CENTERLINE OF MT. BETHEL CHURCH ROAD, SOUTH 13°08'45" WEST, 63.69 FEET TO A POINT HAVING A SOUTH CAROLINA GRID NORTH, NAD83, VALUE OF N: 1125850.1325 E: 14610674.3197 AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID PROPERTY LINE AND MT. BETHEL CHURCH ROAD CENTERLINE AND RUNNING, NORTH 78°15'25" WEST, 89.91 FEET TO A POINT; THENCE NORTH 64°58'51" WEST, 62.55 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS ARE BASED ON SOUTH CAROLINA GRID NORTH, NAD83.

LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PICKENS COUNTY, SOUTH CAROLINA, AND BEING A PART OF THE LANDS OF CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP AS RECORDED IN DEED BOOK 13-A, PAGE 888, PICKENS COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A NAIL IN A STONE FOUND AT AN EASTERLY CORNER OF SAID GILSTRAP LANDS, SAID NAIL BEING FOUND NORTH 37°27'31" EAST, 1.14 FEET FROM A 2" OPEN-TOP PIPE FOUND, AND NORTH 72°47'23" WEST, 0.97 FEET FROM A T-POST FOUND, SAID NAIL HAVING A SOUTH CAROLINA GRID NORTH, NAD83, VALUE OF N: 1125268.0703 E: 1461071.7179; THENCE ALONG THE PROPERTY LINE, SOUTH 78°57'34" EAST, 43.88 FEET TO A POINT IN THE CENTER OF MT. BETHEL CHURCH ROAD; THENCE RUNNING ALONG THE PROPERTY LINE AND THE CENTERLINE OF MT. BETHEL CHURCH ROAD, SOUTH 13°08'45" WEST, 63.69 FEET TO A POINT HAVING A SOUTH CAROLINA GRID NORTH, NAD83, VALUE OF N: 1125850.1325 E: 14610674.3197; THENCE LEAVING SAID PROPERTY LINE AND MT. BETHEL CHURCH ROAD CENTERLINE AND RUNNING, NORTH 78°15'25" WEST, 89.91 FEET TO A POINT; THENCE NORTH 64°58'51" WEST, 62.55 FEET TO A POINT; THENCE, SOUTH 16°08'09" WEST, 25.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 73°51'51" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 16°08'09" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 73°51'51" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 16°08'09" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS ARE BASED ON SOUTH CAROLINA GRID NORTH, NAD83.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

16' WIDE UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN PICKENS COUNTY, SOUTH CAROLINA, AND BEING A PART OF THE LANDS OF CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP AS RECORDED IN DEED BOOK 13-A, PAGE 888, PICKENS COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A NAIL IN A STONE FOUND AT AN EASTERLY CORNER OF SAID GILSTRAP LANDS, SAID NAIL BEING FOUND NORTH 37°27'31" EAST, 1.14 FEET FROM A 2" OPEN-TOP PIPE FOUND, AND NORTH 72°47'23" WEST, 0.97 FEET FROM A T-POST FOUND, SAID NAIL HAVING A SOUTH CAROLINA GRID NORTH, NAD83, VALUE OF N: 1125268.0703 E: 1461071.7179; THENCE RUNNING FOR A TIE LINE, SOUTH 73°02'16" EAST, 22.93 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, SOUTH 77°05'55" EAST, 16.00 FEET TO A POINT; THENCE, SOUTH 12°54'05" WEST, 45.74 FEET TO A POINT; THENCE, NORTH 78°15'25" WEST, 16.00 FEET TO A POINT; THENCE, NORTH 12°54'05" EAST, 46.06 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

BEARINGS ARE BASED ON SOUTH CAROLINA GRID NORTH, NAD83.

SAID TRACT CONTAINS 0.0169 ACRES (734 SQUARE FEET), MORE OR LESS.

PARENT PARCEL

COMMITMENT NO.: TSC768811

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PICKENS, STATE OF SC, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: ALL THAT CERTAIN PLACE, PARCEL OR TRACT OF LAND LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF PICKENS, NEAR MT. BETHEL CHURCH ABOUT SEVEN (7) MILES NORTHWEST OF PICKENS, AND CONTAINING THREE (3.0) ACRES, MORE OR LESS, AND BEING BOUNDED ON THE NORTH BY PROPERTY OF ED NIX, WEST BY LANNIE GRANT, EAST BY SURFACE TREATED ROAD, SOUTH BY PROPERTY OF MRS. LANNIE HUDSON, AND BEING ALL OF THE LAND I.C.E. GILSTRAP, OWN ON THE WEST SIDE OF THE ROAD. THIS BEING A PART OF THE LAND CONVEYED TO ME, C.E. GILSTRAP, BY ED LUSK. THE SAID SURFACE TREATED ROAD BEING THE DIVIDING LINE BETWEEN ME AND MY SON, ERNEST B. GILSTRAP. BEING THE SAME PROPERTY CONVEYED TO CLARENCE ELWELL GILSTRAP, JR., AND SUSAN G. GILSTRAP, FROM BARBARA ALIENE GILSTRAP, BY DEED DATED AUGUST 18, 1975, RECORDED MARCH 29, 1976, IN BOOK 13-A, PAGE 889.

PARCEL 2: ALL THAT CERTAIN PIECE, PARCEL, OR TRACT OF LAND LYING AND BEING SITUATE IN THE STATE OF SOUTH CAROLINA, COUNTY OF PICKENS, IN HURRICANE TOWNSHIP, ABOUT SEVEN MILES WEST FROM THE TOWN OF PICKENS, AND CONTAINING FIFTY ONE (51) ACRES, MORE OR LESS, AND ADJOINING LANDS WITH ESTATE OF J.W. GRANT ON THE NORTH AND NORTHWEST; LANDS WITH KIRKSEY ESTATE ON THE EAST; LANDS WITH ED NIX ON THE SOUTH AND SOUTHWEST AND LANDS WITH BARBARA GILSTRAP BEING THE TRACT OF LAND CONVEYED TO ME BY E.E. LUSK, LESS HOWEVER, THREE (3) ACRES WHICH C.E. GILSTRAP CONVEYED TO ERNEST GILSTRAP. BEING THE SAME PROPERTY CONVEYED TO CLARENCE ELWELL GILSTRAP, JR., AND SUSAN G. GILSTRAP, FROM MYRTIE H. GILSTRAP, BY DEED DATED AUGUST 16, 1975, RECORDED MARCH 29, 1976, IN BOOK 13-A, PAGE 888.

TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT DATE OF NOVEMBER 17, 2020 8:00 AM, BEING COMMITMENT NO.: TSC768811, FOR THE PARENT PARCEL, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

SCHEDULE B, PART I
REQUIREMENTS

13. PAYMENT, SATISFACTION, AND CANCELLATION OF MORTGAGE BY AND BETWEEN CLARENCE ELWELL GILSTRAP, JR., AND SUSAN G. GILSTRAP (BORROWERS), AND PICKENS SAVINGS AND LOAN ASSOCIATION, F.A. (LENDER), IN THE AMOUNT OF $110,000.00, DATED DECEMBER 21, 2016, RECORDED DECEMBER 29, 2016, IN BOOK M5145, PAGE 77.

[THIS ITEM IS NOT A SURVEY MATTER.]

SCHEDULE B, PART II
EXCEPTIONS

9. ELECTRIC LINE RIGHT-OF-WAY EASEMENT GRANTED TO THE BLUE RIDGE ELECTRIC COOPERATIVE, INC., DATED MAY 16, 2019, RECORDED JULY 26, 2019, IN BOOK 2079, PAGE 346.

[THIS ITEM IS APPLICABLE TO THE PARENT PARCEL BUT IS NOT PLOTTED HEREON BECAUSE IT IS BLANKET IN NATURE.]

SOUTH CAROLINA
POINT TO POINT LAND SURVEYORS, INC.
No. 3081
CERTIFICATE OF AUTHORIZATION

SURVEY NOT VALID WITHOUT SHEET 1 & 2 OF 3

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
No. 28159
G. DARRELL TAYLOR
1/6/2021

NO.	DATE	REVISION
1	12/15/2020	UTILITY ESMT.
2	1/6/2021	ADDED TITLE - GJH
3	4/14/2021	SELF SUPPORT TOWER

* SPECIFIC PURPOSE SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 27TH FLOOR
NEW YORK, NY 10019

15200570

PICKENS COUNTY,
SOUTH CAROLINA

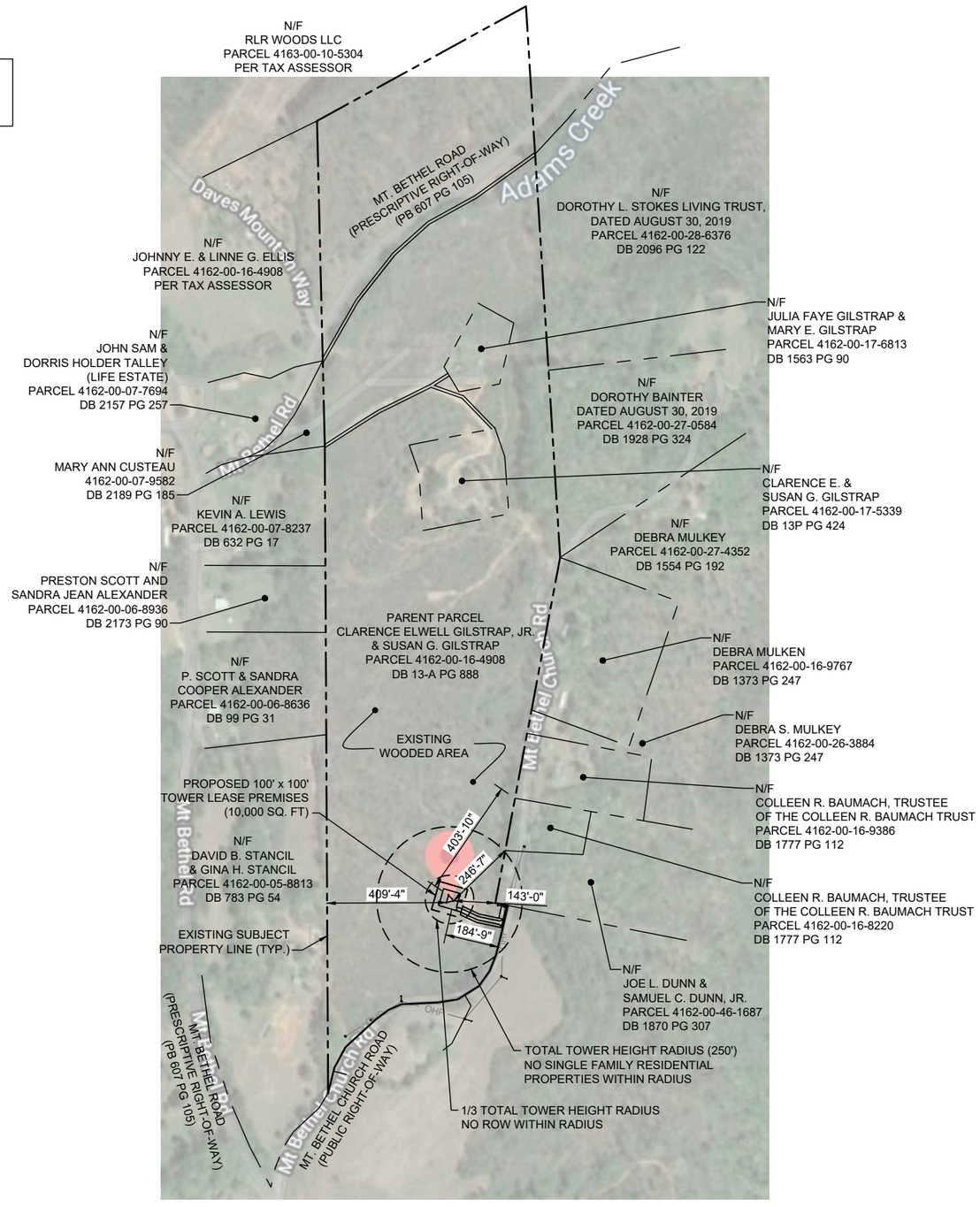
DRAWN BY: GJH
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: DECEMBER 4, 2020
P2P JOB #: 202153SC

SHEET: 3 OF 3

E:\Dropbox (Point To Point)\P2P Current Jobs\2020\202153SC\10PPS\17196\20215350.pro

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
SOUTHEAST	184'-9"
EAST	143'-0"
WEST	409'-4"

NOTE:
EXISTING TREES WITHIN EASEMENT/LEASE AREA TO BE REMOVED AS REQUIRED PER CM.



1
C1

OVERALL SITE PLAN

SCALE: 1" =460'

460 0 460

NOTE:
SITE DESIGN HAS NOT BEEN COORDINATED WITH FINAL STAMPED TOWER FABRICATION DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ANGLES ON THIS SITE DESIGN WITH FINAL STAMPED TOWER DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.

SURVEY NOTE:
1. TILLMAN INFRASTRUCTURE STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.

2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 01/06/2021 AND SITE VISIT ON 11/11/2020.

PREPARED FOR:
TILLMAN INFRASTRUCTURE

A&E FIRM:
towersource
1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:
SHADY GROVE ROAD SC
15200570
TI-OPP-17195
MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

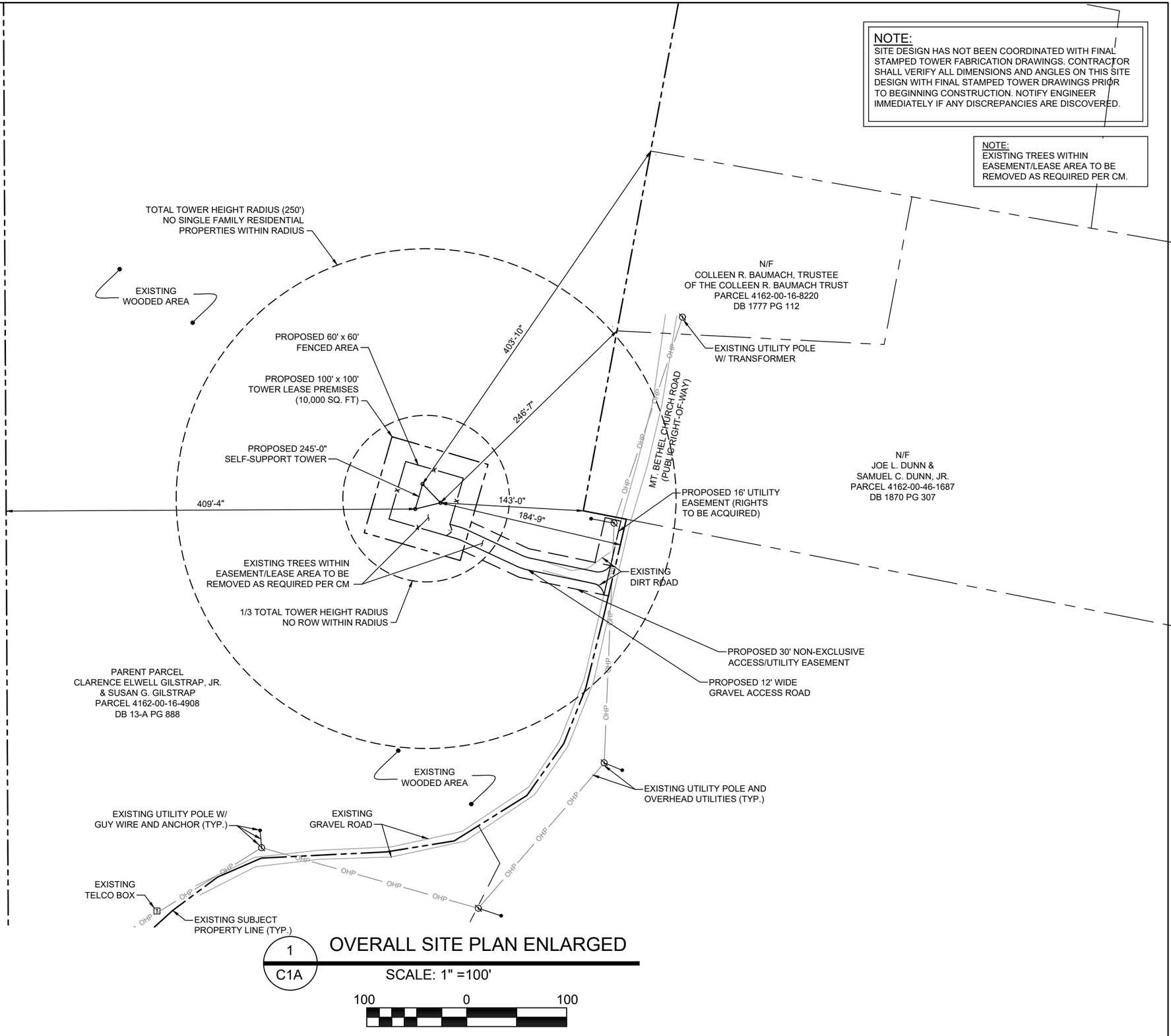
SHEET TITLE:
OVERALL SITE PLAN

SHEET #:	REVISION:
C1	1

NORTH

NOTE:
SITE DESIGN HAS NOT BEEN COORDINATED WITH FINAL STAMPED TOWER FABRICATION DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ANGLES ON THIS SITE DESIGN WITH FINAL STAMPED TOWER DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.

NOTE:
EXISTING TREES WITHIN EASEMENT/LEASE AREA TO BE REMOVED AS REQUIRED PER CM.



1
C1A

OVERALL SITE PLAN ENLARGED

SCALE: 1" =100'

100 0 100

PREPARED FOR:

TILLMAN INFRASTRUCTURE

A&E FIRM:

towersource
1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:

SHADY GROVE ROAD SC
15200570
TI-OPP-17195
MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

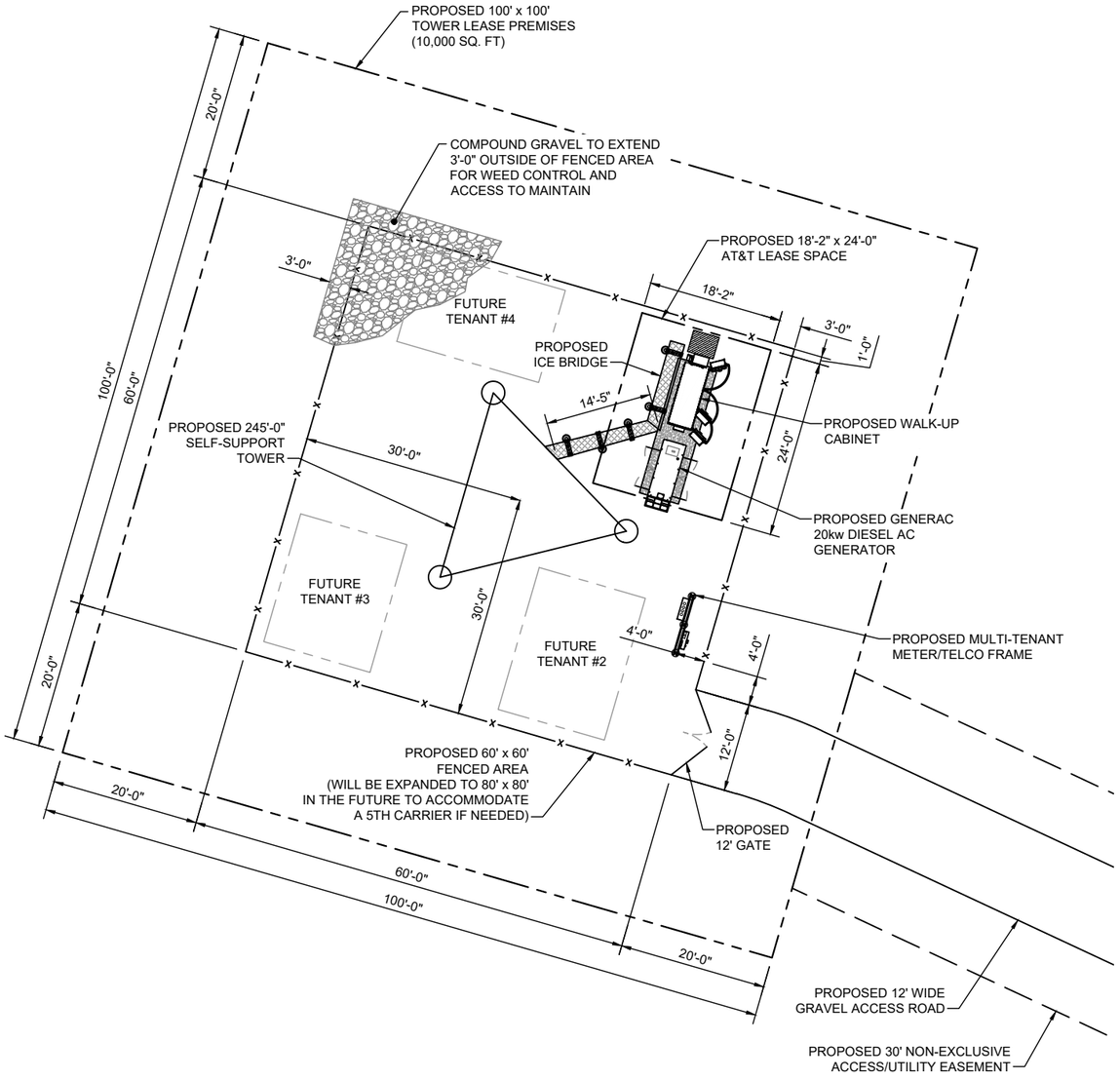
REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

SHEET TITLE:
OVERALL SITE PLAN ENLARGED

SHEET #:	REVISION:
C1A	1

NOTE:
EXISTING TREES WITHIN EASEMENT/LEASE AREA TO BE REMOVED AS REQUIRED PER CM.



GENERAL NOTES:

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE TILLMAN INFRASTRUCTURE CONSTRUCTION MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND TILLMAN INFRASTRUCTURE SPECIFICATIONS, THE TILLMAN INFRASTRUCTURE CONSTRUCTION MANAGER SHOULD BE CONTACTED FOR CLARIFICATION.
3. ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE TILLMAN INFRASTRUCTURE CONSTRUCTION MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE CONSTRUCTION MANAGER AND/OR ENGINEER.
4. CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
5. ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
6. THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. DO NOT SCALE. NOTIFY ENGINEER OR TILLMAN INFRASTRUCTURE CONSTRUCTION MANAGER OF ANY CONFLICTS OR DISCREPANCIES.
7. THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
8. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
9. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "STATE 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK. ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
10. CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
11. CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY TILLMAN INFRASTRUCTURE CONSTRUCTION MANAGER.

SURVEY NOTE:

1. TILLMAN INFRASTRUCTURE STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 01/06/21 AND SITE VISIT ON 11/11/20.

NOTE:
THERE WILL BE ONE OR TWO TRIPS PER MONTH FOR MAINTENANCE PURPOSES TO THIS SITE (ONCE CONSTRUCTION IS COMPLETED).

NOTES:

1. CONTRACTOR TO CLEAR AND GRUB EXISTING VEGETATION AND REMOVE TREES AS NEEDED WITHIN ACCESS ROAD AND TURNAROUND AREA.
2. CONTRACTOR TO VERIFY WITH TILLMAN CM IF THE EXTENT OF CLEARING AND GRUBBING AND THE TREE REMOVAL IS THE LEASE AREA, FENCED AREA OR A SPECIFIC DISTANCE BEYOND FENCED AREA.

FLOOD PLAIN NOTE
PER THE FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD). COMMUNITY PANEL NO.: 45077C0145E DATED: 12/21/2017

1 / C2 SITE PLAN
SCALE: 1" =20'-0"

20 0 20

PREPARED FOR:
TILLMAN INFRASTRUCTURE

A&E FIRM:
towersource
1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:
SHADY GROVE ROAD SC
15200570
TI-OPP-17195
MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

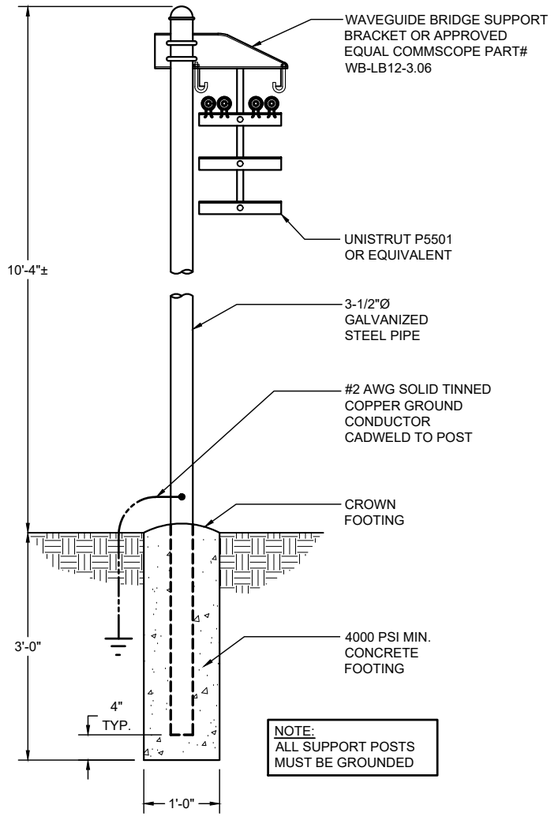
DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

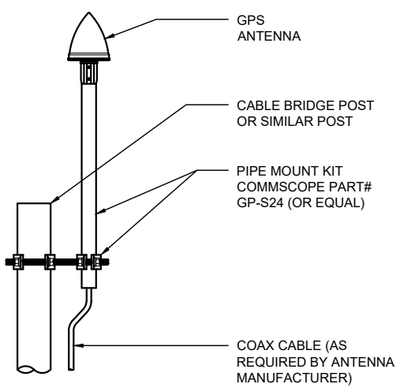
SHEET TITLE:
SITE PLAN

SHEET #:	REVISION:
C2	1



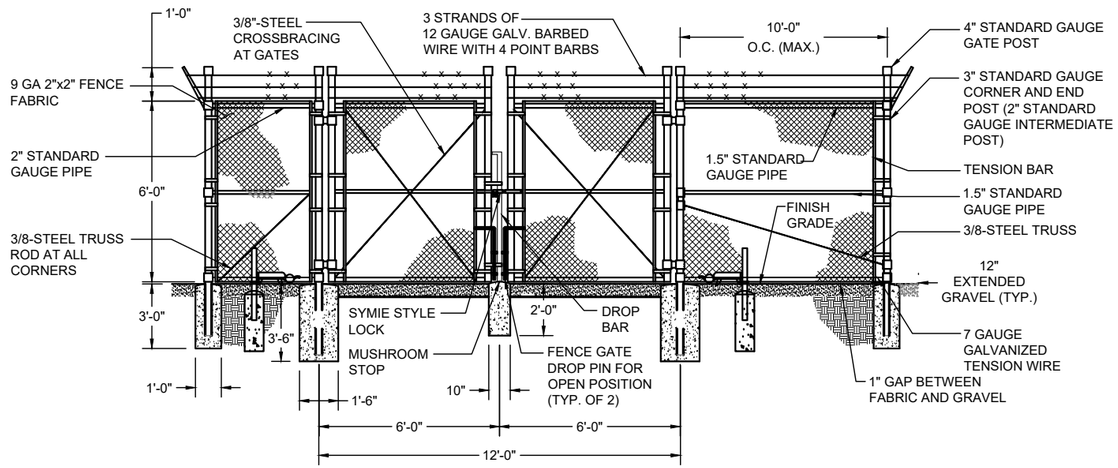
1 C3 CABLE BRIDGE DETAIL

NOT TO SCALE



2 C3 GPS ANTENNA MOUNTING DETAIL

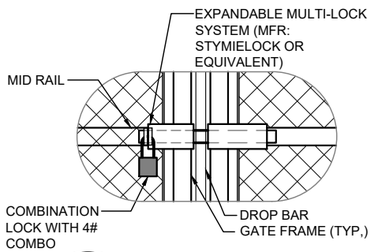
NOT TO SCALE



NOTE:
IF APPLICABLE, MATCH EXISTING CONDITIONS AS PRACTICAL

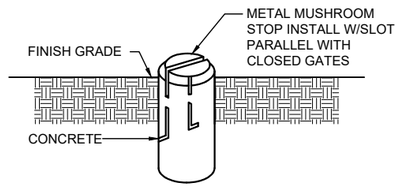
3 C3 TYPICAL FENCE AND GATE DETAIL

NOT TO SCALE



4 C3 LOCK DETAIL

NOT TO SCALE



5 C3 MUSHROOM STOP DETAIL

NOT TO SCALE

PREPARED FOR:

TILLMAN INFRASTRUCTURE

A&E FIRM:

towersource

1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:

SHADY GROVE ROAD SC

15200570

TI-OPP-17195

MT. BETHEL CHURCH ROAD

SUNSET, SC 29685

DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

SHEET TITLE:

CONSTRUCTION DETAILS

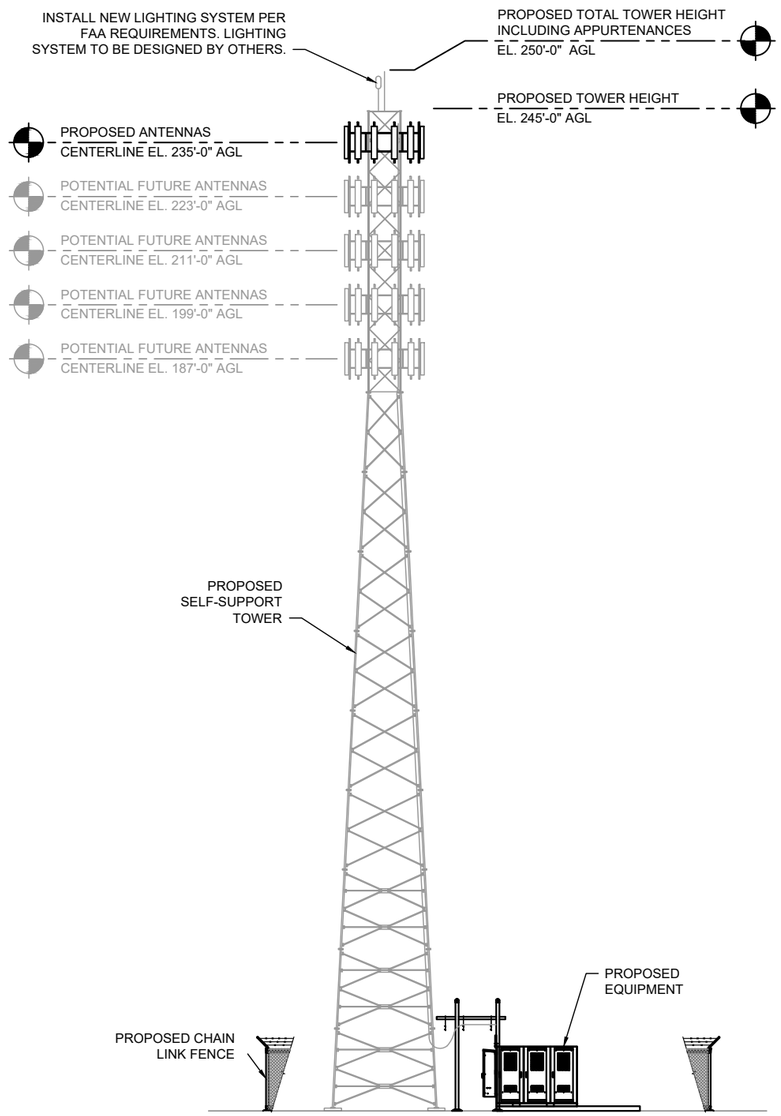
SHEET #: C3

REVISION: 1

NOTES:

1. CALCULATIONS FOR THE STRUCTURE AND THE ANTENNA MOUNTS WERE PREPARED BY OTHERS AND THOSE CALCULATIONS CERTIFY THE CAPACITY OF THE STRUCTURE TO SUPPORT THE NEW EQUIPMENT.
2. CABLES NOT SHOWN FOR CLARITY.

NOTE:
SITE DESIGN HAS NOT BEEN COORDINATED WITH FINAL STAMPED TOWER FABRICATION DRAWINGS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ANGLES ON THIS SITE DESIGN WITH FINAL STAMPED TOWER DRAWINGS PRIOR TO BEGINNING CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.



1 / C4 TOWER ELEVATION
NOT TO SCALE

PREPARED FOR:
TILLMAN INFRASTRUCTURE

A&E FIRM:
towersource
1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:
SHADY GROVE ROAD SC
15200570
TI-OPP-17195
MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

SHEET TITLE:
TOWER ELEVATION

SHEET #:	REVISION:
C4	1

SIGNAGE NOTES:

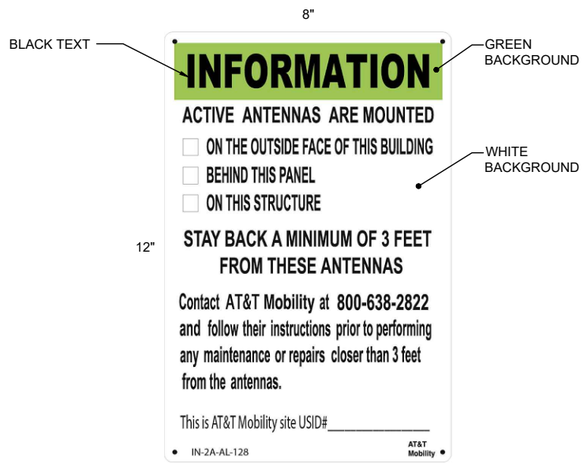
1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL & PAINTED WITH LONG LASTING UV RESISTANT COATING.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE & FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (FENCE) OR BRACKETS, WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.
3. ADDITIONAL E911 ADDRESS & FCC REGISTRATION SIGNS SHALL BE MOUNTED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS THE COMPOUND GATE ITSELF.
4. SIGNS NEED NOT BE PLACED IF ACCURATE AND APPROPRIATE SIGNAGE ALREADY EXISTS.



WHITE BACKGROUND, RED/BLACK LETTERING
MOUNTING LOCATION: SHELTER OR TENANT IMPROVEMENT ROOM DOOR.
IF OUTDOOR CABINET SITE PLACE ON END CABINET CLOSEST TO SITE ACCESS POINT.
PLACE ON GENERATOR.
QUANTITY: 1 TO 2



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

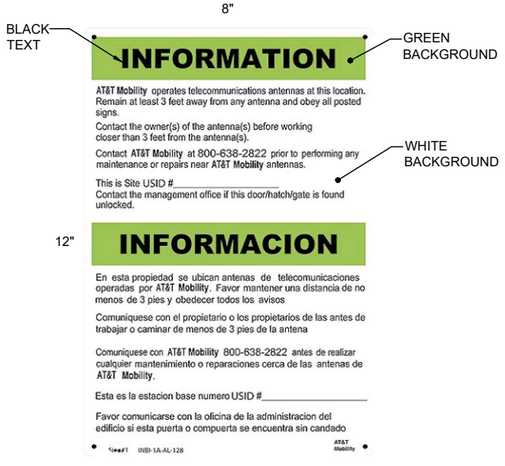


WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF TOWER
QUANTITY: 2

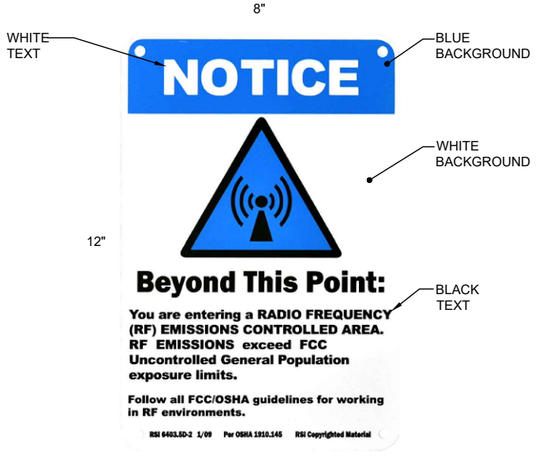
1 C5 — PROPERTY OF TILLMAN INFRASTRUCTURE
SCALE: N.T.S.

2 C5 — FCC REGISTRATION SIGN
SCALE: N.T.S.

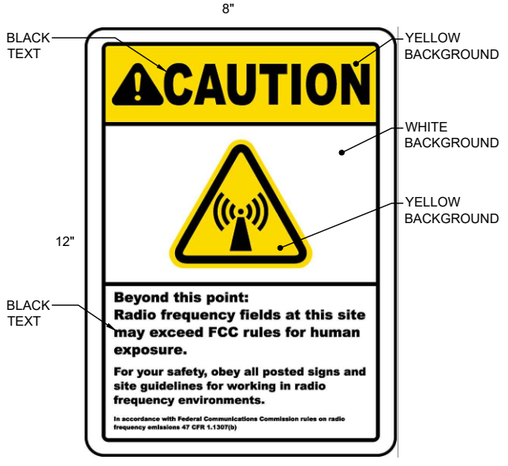
3 C5 — RF EXPOSURE INFORMATION SIGN
SCALE: N.T.S.



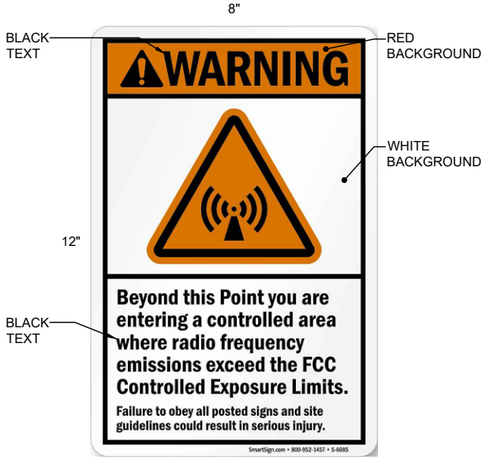
WHITE/GREEN BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF TOWER
QUANTITY: 2



WHITE/BLUE BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF TOWER
QUANTITY: 1



WHITE/YELOW BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF TOWER
QUANTITY: 1



WHITE/ORANGE BACKGROUND, WHITE/BLACK LETTERING
MOUNTING LOCATION: GATE & BASE OF TOWER
QUANTITY: 1

4 C5 — RX EXPOSURE INFORMATION SIGN
SCALE: N.T.S.

5 C5 — RX EXPOSURE NOTICE SIGN
SCALE: N.T.S.

6 C5 — RX EXPOSURE CAUTION SIGN
SCALE: N.T.S.

7 C5 — RX EXPOSURE WARNING SIGN
SCALE: N.T.S.

PREPARED FOR:
TILLMAN INFRASTRUCTURE

A&E FIRM:
towersource
1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:
SHADY GROVE ROAD SC
15200570
TI-OPP-17195
MT. BETHEL CHURCH ROAD
SUNSET, SC 29685

DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

SHEET TITLE:
SITE SIGNAGE

SHEET #: C5
REVISION: 1

LANDSCAPE NOTES

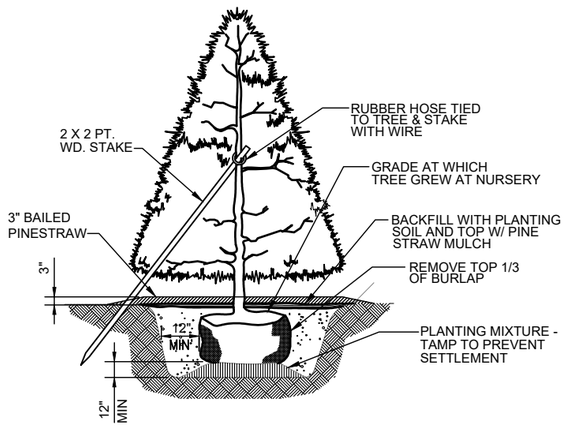
1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
2. ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
3. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE ENGINEER'S REPRESENTATIVE BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
6. ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
7. 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. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
8. 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.
9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF TOTAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY 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 TO 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, REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.

TOTAL AREA OF LANDSCAPE BUFFER: 2,780 SF - 0.064 ACRES

PLANT LIST:

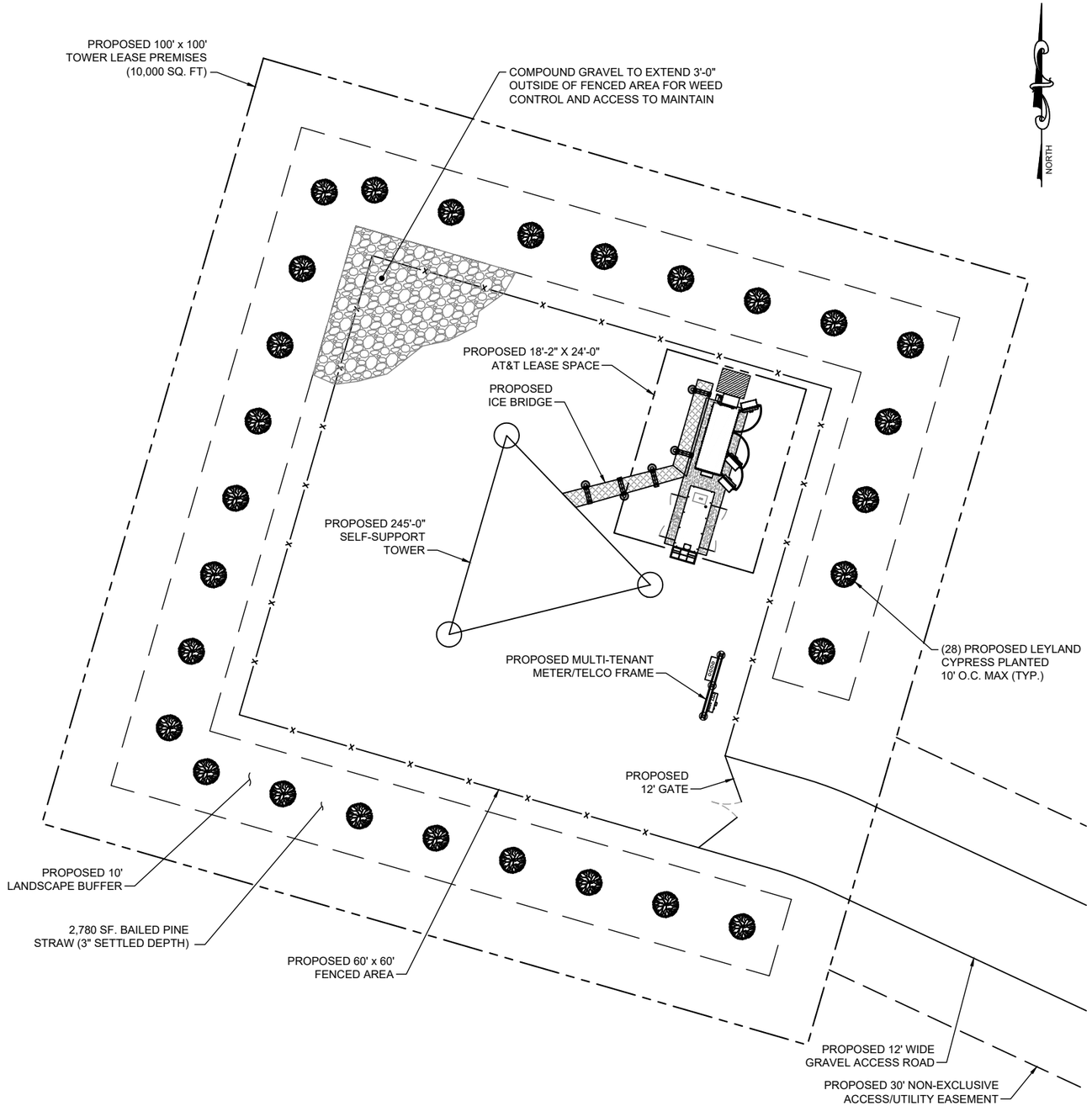
QTY.	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
28	LEYLAND CYPRESS	CUPRESSOCYPARIS LEYLANDII	6' MIN. HEIGHT AT PLANTING

2,780 SF PINESTRAW MULCH - 3" SETTLED LAYER OF CLEAN STRAW



2 L1 TREE PLANTING DETAIL

NOT TO SCALE



1 L1 LANDSCAPE PLAN

SCALE: 1" = 16'-0"

16 0 16

PREPARED FOR:

TILLMAN INFRASTRUCTURE

A&E FIRM:

towersource

1080 HOLCOMB BRIDGE RD.
BLDG. 100 SUITE 350
ROSWELL, GA 30076
TEL: 678-990-2338 FAX: 678-990-2342

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

PROJECT INFORMATION:

SHADY GROVE ROAD SC

15200570

TI-OPP-17195

MT. BETHEL CHURCH ROAD

SUNSET, SC 29685

DRAWN BY:	SJH
CHECKED BY:	KIA
APPROVED BY:	JKP

REVISIONS

REV.	DATE	DESCRIPTION
0	03/04/21	ISSUED FOR ZONING
1	04/14/21	REVISED TOWER TYPE, COMPOUND, & EQUIPMENT LAYOUT

SHEET TITLE:

LANDSCAPE PLAN

SHEET #:	REVISION:
L1	1

AT&T Mobility
218 College Street
Greenville, SC 29601

Memo

To: Whom It May Concern

From: Lamine Diedhiou, AT&T Mobility RF Engineer

Date: 4/30/2021

Re: Proposed Site 177-532 Clarence Gilstrap (Sunset)

Please review the following information regarding the proposed AT&T site to be called (177-532) Clarence Gilstrap (Sunset)
AT&T is requesting permission to construct a new wireless telecommunications tower to provide coverage on Mt. Bethel Rd, Shady Grove Rd and the surrounding areas North West of Pickens, SC, in Pickens County. Currently, the highways running through have very little to no AT&T coverage and there is no connection with our existing sites without this site. The new tower will provide a significant coverage improvement to the area.

AT&T has studied the area thoroughly and determined that an overall height of 245ft is appropriate at this location to fulfill the RF requirements. This will allow AT&T to mount its antennas at 235ft. The proposed tower will be designed to support AT&T's network growth and evolution with multiple frequency bands on its 4G-LTE network, upcoming 5G-NR, and the FirstNet network to support first responders.

AT&T certifies that all of its equipment will be installed and operated in keeping with applicable FAA and FCC rules and regulations and appropriate industry standards. The construction of this tower, including AT&T's installation of transmitter/receiver equipment, will not interfere with the usual and customary transmission or reception of radio, television, etc. service enjoyed by adjacent properties. AT&T certifies that the proposed tower will not interfere with Public Safety radio equipment in the vicinity.

Should you need additional information, please contact me at the following number, (540) 353-9101.

Respectfully,
LDiedhiou

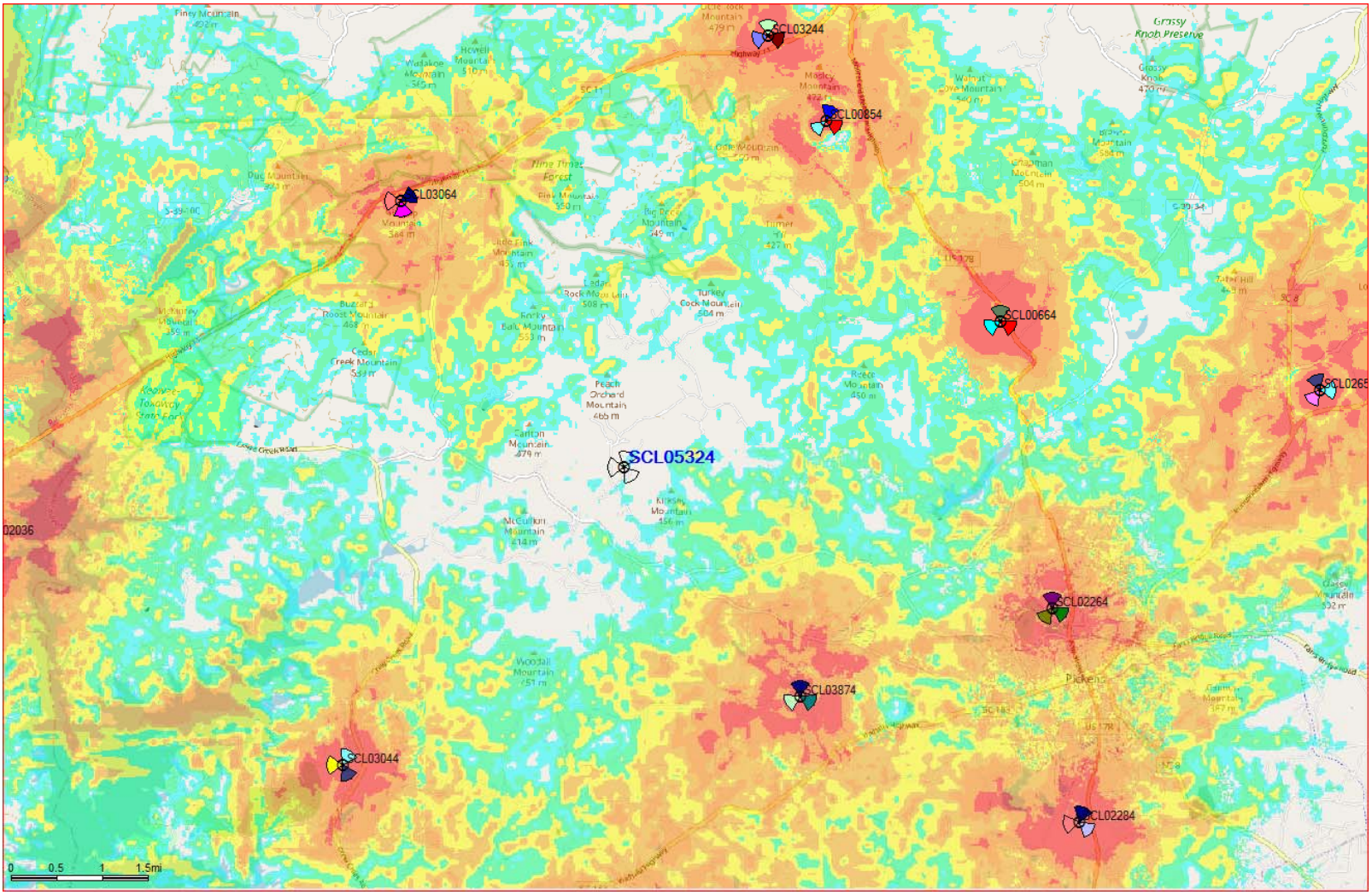
Lamine Diedhiou
RF Engineer
AT&T Mobility

Proud Sponsor of the U.S. Olympic Team

AT&T Mobility
218 College Street
Greenville, SC 29601

Existing AT&T LTE Coverage without 177-532

(Red: Strongest coverage, Yellow/Green: Capable of supporting in-building coverage, Blue: Marginal coverage)

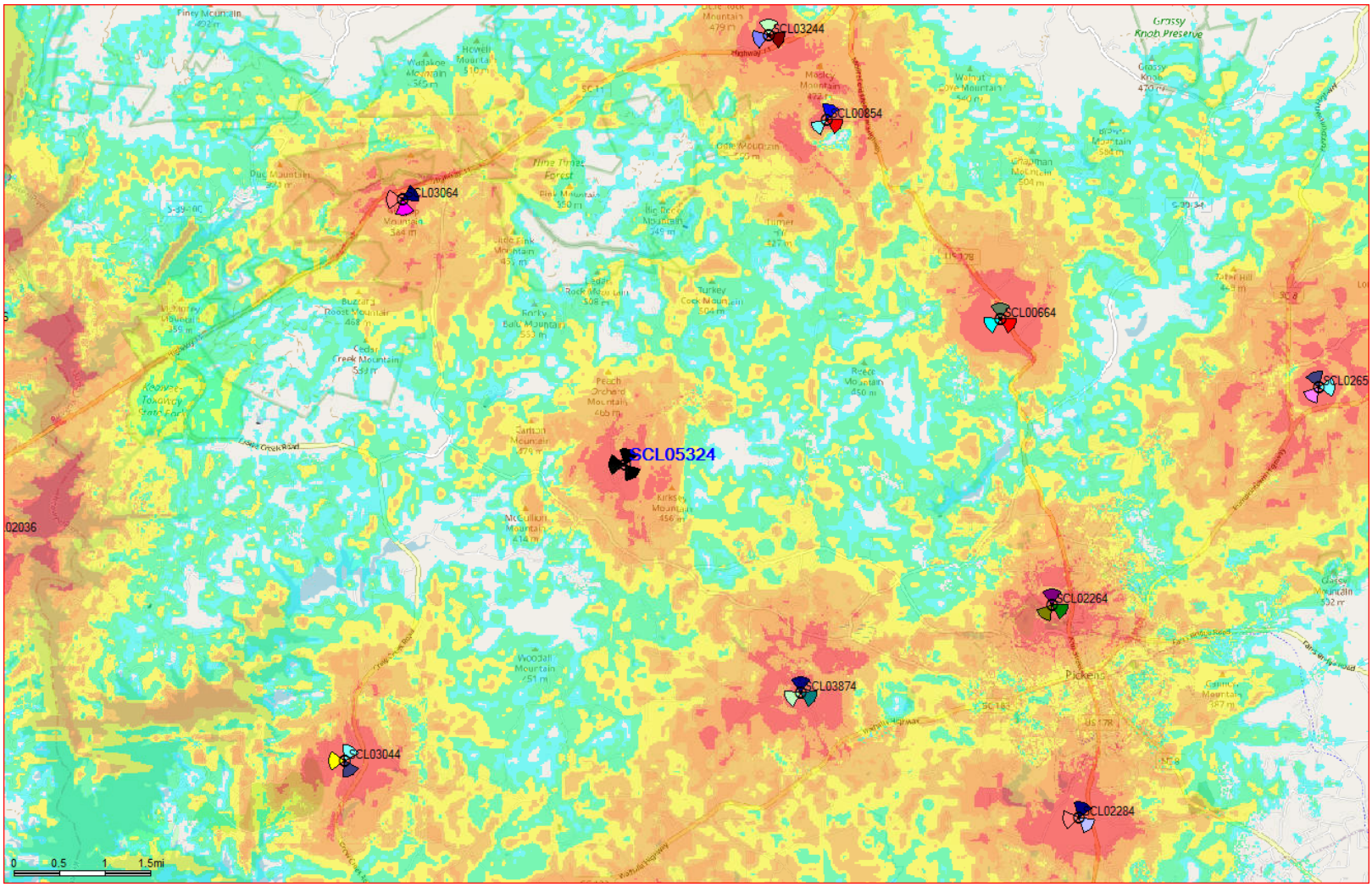


USA Proud Sponsor of the U.S. Olympic Team

AT&T Mobility
218 College Street
Greenville, SC 29601

Proposed AT&T LTE Coverage with 177-532

(Red: Strongest coverage, Yellow/Green: Capable of supporting in-building coverage, Blue: Marginal coverage)



Proud Sponsor of the U.S. Olympic Team

Sabre Industries™
INNOVATION DELIVERED

Structural Design Report

245' S3TL Series HD1 Self-Supporting Tower
Site: TI-OPP-17195, SC

Prepared for: TILLMAN INFRASTRUCTURE, LLC
by: Sabre Industries ™

Job Number: 21-4725-TJH-R1

April 13, 2021

Tower Profile..... 1-2

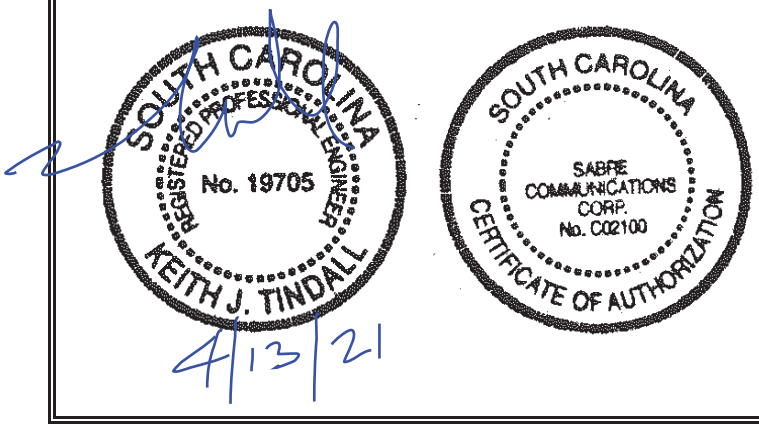
Foundation Design Summary..... 3

Maximum Leg Loads..... 4

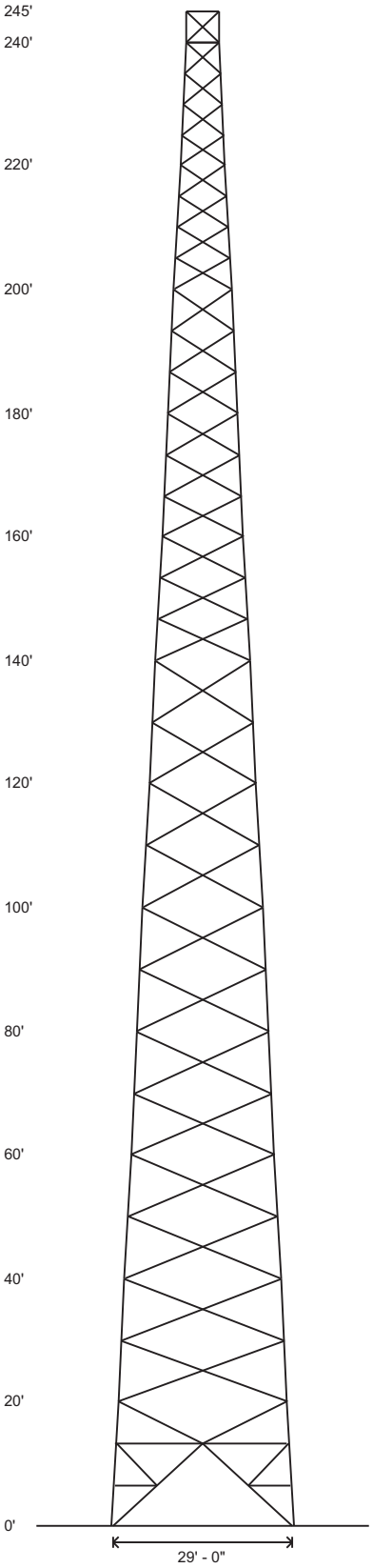
Maximum Diagonal Loads..... 5

Maximum Foundation Loads..... 6

Calculations..... 7-22



Legs	F	H	J	K	G	(2) 3/4"	27'	L	M	6143
Diagonals	L 4 X 4 X 1/4					(2) 5/8"	25'	5406		
Horizontals		NONE					23'	5253		
Internals			NONE				21'	5013	12 @ 10'	
Sub-Diagonals				NONE			19'	4654		
Sub-Horizontals					NONE		17'	4518		
Brace Bolts	8.625 OD X .500					(1) 3/4"				
Top Face Width	L 3 1/2 X 3 1/2 X 1/4						15'	3274		
Panel Count/Height							13'	3145	9 @ 6.6667'	
Section Weight							11'	2459		
Legs	A	B	C	D	E		9'	1878		
Diagonals	L 3 X 3 X 1/4	L 3 X 3 X 3/16		G	3.500 OD X .216	(1) 5/8"				
Horizontals					L 2 X 2 X 3/16		7'	1276	9 @ 5'	
Internals					I					
Sub-Diagonals					L 2 X 2 X 1/8		5'	1005		
Sub-Horizontals										
Brace Bolts										
Top Face Width										
Panel Count/Height										
Section Weight										N



Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	107 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	1151 ft

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	78.71	Shear (kips)	47.96
Axial (kips)	210.85	Compression (kips)	519
Moment (ft-kips)	12309	Uplift (kips)	452
Torsion (ft-kips)	-39.86		

Material List

Display	Value
A	8.625 OD X .322
B	5.563 OD X .500
C	5.563 OD X .375
D	4.500 OD X .337
E	2.375 OD X .154
F	L 5 X 3 1/2 X 1/4 (SLV)
G	L 2 1/2 X 2 1/2 X 3/16
H	L 3 1/2 X 3 1/2 X 1/4
I	L 2 X 2 X 1/8
J	L 3 X 3 X 1/4
K	L 3 X 3 X 3/16
L	1 @ 13.333'
M	1 @ 6.667'
N	249

Notes

1) All legs are A500 (50 ksi Min. Yield).
2) All braces are A572 Grade 50.
3) All brace bolts are A325-X.
4) The tower model is S3TL Series HD1.
5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
6) Azimuths are relative (not based on true north).
7) Foundation loads shown are maximums.
8) All unequal angles are oriented with the short leg vertical.
9) Weights shown are estimates. Final weights may vary.
10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 International Building Code.
11) Tower Rating: 96.32%

Sabre Industries
INNOVATION DELIVERED

Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

Job:	**21-4725-TJH-R1**
Customer:	TILLMAN INFRASTRUCTURE, LLC
Site Name:	TI-OPP-17195, SC
Description:	245' S3TL
Date:	4/13/2021 By: DO

Designed Appurtenance Loading

Elev	Description	Tx-Line
235	(1) 278 sq. ft. EPA 6000# (no Ice)	(9) 1 5/8"
223	(1) 208 sq. ft. EPA 4000# (no ice)	(9) 1 5/8"
211	(1) 208 sq. ft. EPA 4000# (no ice)	(9) 1 5/8"

Elev	Description	Tx-Line
199	(1) 208 sq. ft. EPA 4000# (no ice)	(9) 1 5/8"
187	(1) 208 sq. ft. EPA 4000# (no ice)	(9) 1 5/8"

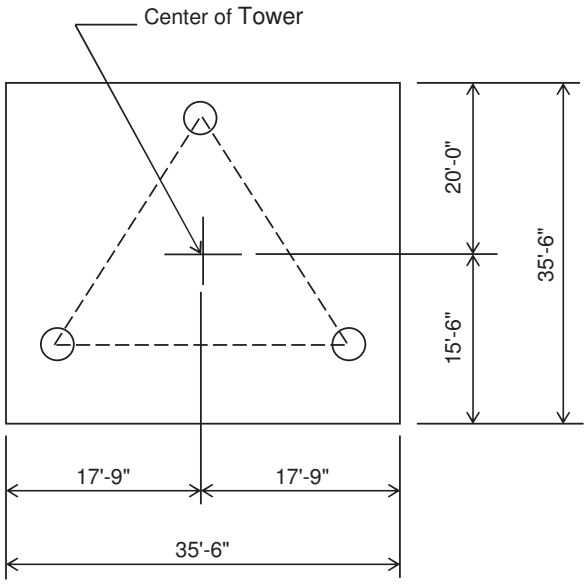
Sabre Industries
INNOVATION DELIVERED
Sabre Industries
7101 Southbridge Drive
P.O. Box 658
Sioux City, IA 51102-0658
Phone: (712) 258-6690
Fax: (712) 279-0814

Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.

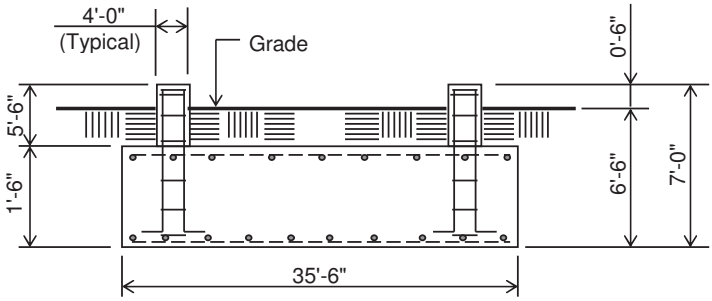
Job:	**21-4725-TJH-R1**
Customer:	TILLMAN INFRASTRUCTURE, LLC
Site Name:	TI-OPP-17195, SC
Description:	245' S3TL
Date:	4/13/2021 By: DO

No.: 21-4725-TJH-R1
Date: 04/13/2021
By: DO

Customer: TILLMAN INFRASTRUCTURE, LLC
Site: TI-OPP-17195, SC
245 ft. Model S3TL Series HD1 Self Supporting Tower



PLAN VIEW



ELEVATION VIEW

(77.7 cu. yds.)
(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

Notes:

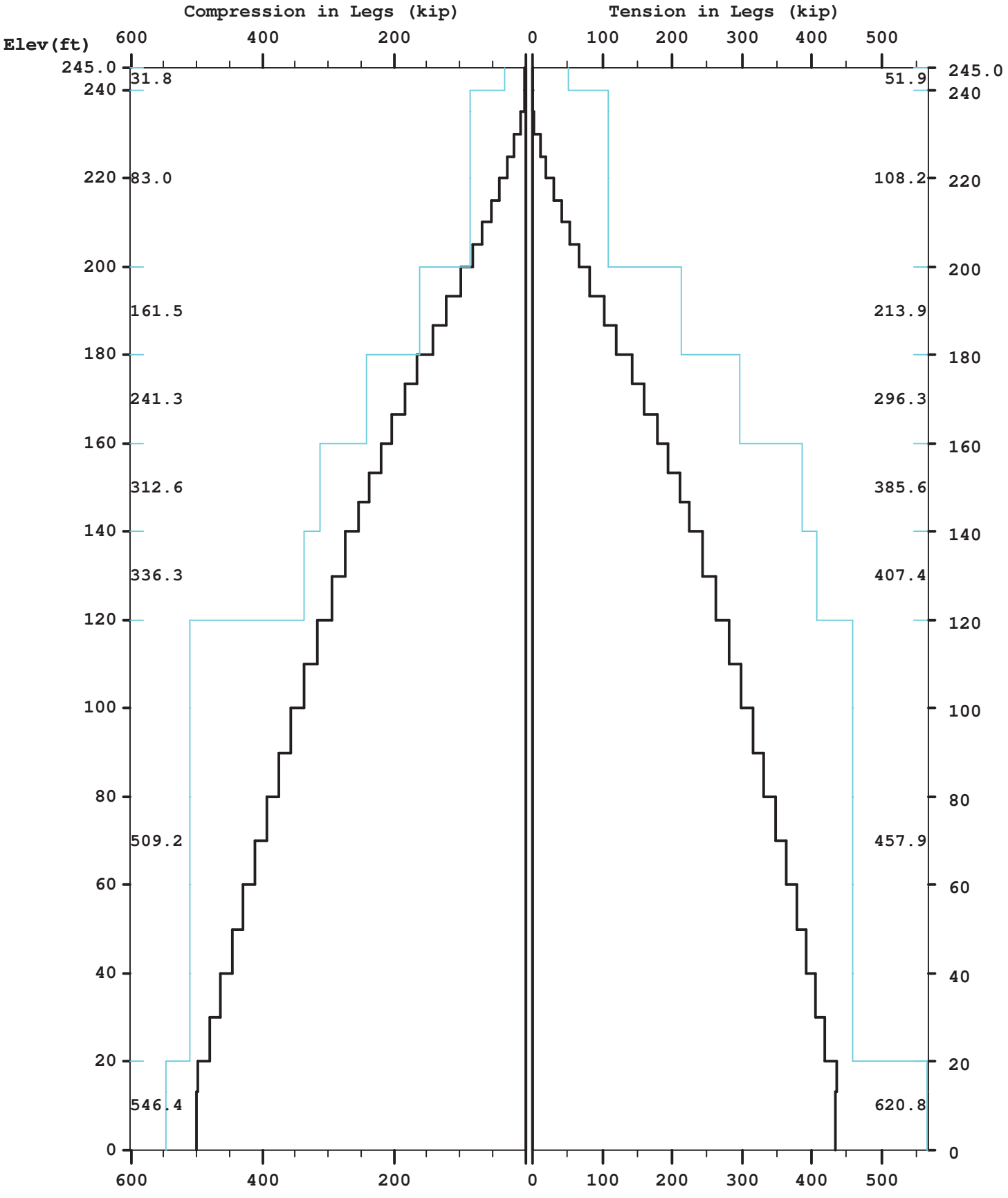
1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
2) Rebar to conform to ASTM specification A615 Grade 60.
3) All rebar to have a minimum of 3" concrete cover.
4) All exposed concrete corners to be chamfered 3/4".
5) The foundation design is based on the geotechnical report by Grounded Project No. 21TSC004, Date: 03/31/2021
6) See the geotechnical report for compaction requirements, if specified.
7) 5' of soil cover is required over the entire area of the foundation slab.
8) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Mat and per Pier	
Pier	(24) #7 vertical rebar w/ hooks at bottom w/ #4 rebar ties, two (2) within top 5" of pier then 4" C/C
Mat	(61) #10 horizontal rebar evenly spaced each way top and bottom. (244 total)
Anchor Bolts per Leg	
(6) 1.5" dia. x 78" F1554-105 on a 13.25" B.C. w/ 9.5" max. projection above concrete.	

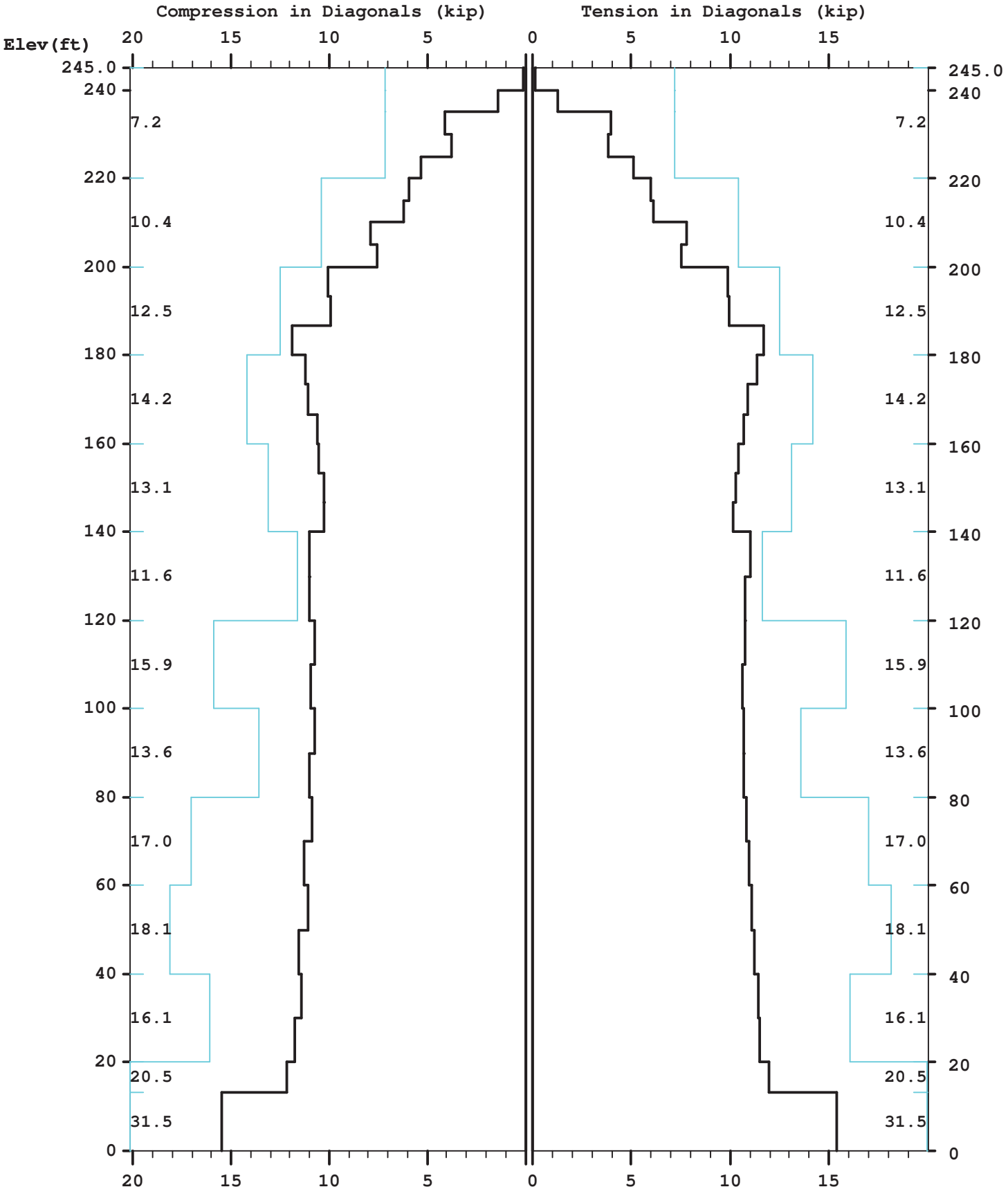
Information contained herein is the sole property of Sabre Industries, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Industries.

7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

Maximum

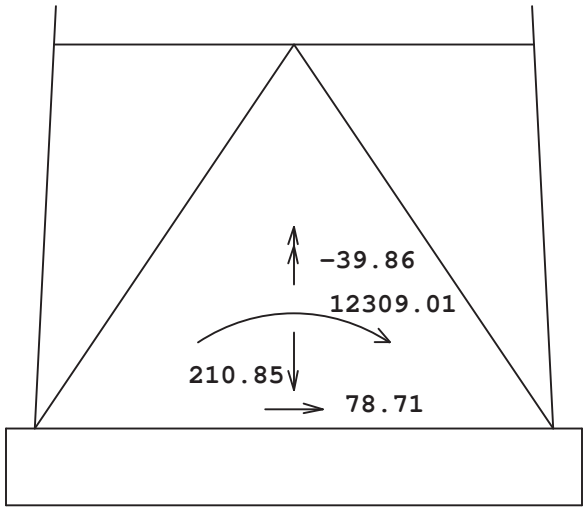

Compression in Legs (kip)
Tension in Legs (kip)
Elev(ft)
600
400
200
0
100
200
300
400
500
245.0
240
220
200
180
160
140
120
100
80
60
40
20
0
31.8
83.0
161.5
241.3
312.6
336.3
509.2
546.4
51.9
108.2
213.9
296.3
385.6
407.4
457.9
620.8

Maximum

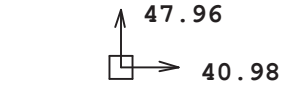

Compression in Diagonals (kip)
Tension in Diagonals (kip)
Elev(ft)
20 15 10 5 0 5 10 15
245.0
240
220
200
180
160
140
120
100
80
60
40
20
0
7.2
10.4
12.5
14.2
13.1
11.6
15.9
13.6
17.0
18.1
16.1
20.5
31.5

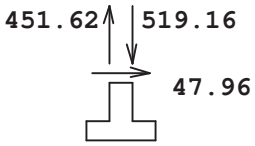
Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)





MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	240.00	245.00	5.00	5.00	5.00
X	3	235.00	240.00	5.50	5.00	5.00
X	3	220.00	235.00	7.00	5.50	5.00
X	3	200.00	220.00	9.00	7.00	5.00
X	3	180.00	200.00	11.00	9.00	6.67
X	3	160.00	180.00	13.00	11.00	6.67
X	3	140.00	160.00	15.00	13.00	6.67
X	3	120.00	140.00	17.00	15.00	10.00
X	3	100.00	120.00	19.00	17.00	10.00
X	3	80.00	100.00	21.00	19.00	10.00
X	3	60.00	80.00	23.00	21.00	10.00
X	3	40.00	60.00	25.00	23.00	10.00
X	3	20.00	40.00	27.00	25.00	10.00
V	3	13.33	20.00	27.67	27.00	6.67
A	3	0.00	13.33	29.00	27.67	13.33

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	240.00	245.00	1.075	0.787	29000.	0.0000117
LE	200.00	240.00	2.228	0.787	29000.	0.0000117
LE	180.00	200.00	4.407	0.787	29000.	0.0000117
LE	160.00	180.00	6.111	0.787	29000.	0.0000117
LE	140.00	160.00	7.952	0.787	29000.	0.0000117
LE	120.00	140.00	8.399	0.787	29000.	0.0000117
LE	0.00	120.00	12.763	0.787	29000.	0.0000117
DI	220.00	245.00	0.484	0.626	29000.	0.0000117
DI	200.00	220.00	0.715	0.626	29000.	0.0000117
DI	180.00	200.00	0.902	0.626	29000.	0.0000117
DI	140.00	180.00	1.090	0.626	29000.	0.0000117
DI	120.00	140.00	1.438	0.626	29000.	0.0000117
DI	80.00	120.00	1.688	0.626	29000.	0.0000117
DI	13.33	80.00	1.938	0.626	29000.	0.0000117
DI	0.00	13.33	2.062	0.626	29000.	0.0000117
HO	235.00	245.00	0.484	0.626	29000.	0.0000117
HO	0.00	13.33	1.688	0.626	29000.	0.0000117
BR	0.00	13.33	1.438	0.000	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT BRACING COMP kip	INT BRACING TENS kip
240.0	245.0	31.84	51.90	7.16	7.16	7.16	7.16	0.00	0.00
235.0	240.0	83.04	108.15	7.16	7.16	7.16	7.16	0.00	0.00
220.0	235.0	83.04	108.15	7.16	7.16	0.00	0.00	0.00	0.00
200.0	220.0	83.04	108.15	10.38	10.38	0.00	0.00	0.00	0.00
180.0	200.0	161.47	213.88	12.47	12.47	0.00	0.00	0.00	0.00
160.0	180.0	241.28	296.33	14.17	14.17	0.00	0.00	0.00	0.00
140.0	160.0	312.59	385.58	13.10	13.10	0.00	0.00	0.00	0.00
120.0	140.0	336.31	407.40	11.64	11.64	0.00	0.00	0.00	0.00
100.0	120.0	509.22	457.90	15.88	15.88	0.00	0.00	0.00	0.00
80.0	100.0	509.22	457.90	13.59	13.59	0.00	0.00	0.00	0.00
60.0	80.0	509.22	457.90	17.02	17.02	0.00	0.00	0.00	0.00
40.0	60.0	509.22	457.90	18.13	18.13	0.00	0.00	0.00	0.00
20.0	40.0	509.22	457.90	16.06	16.06	0.00	0.00	0.00	0.00
13.3	20.0	546.43	620.80	20.48	20.48	0.00	0.00	0.00	0.00

0.0	13.3	546.43	620.80	31.46	31.46	14.39	14.39	9.39	9.39

==========

* Only 3 condition(s) shown in full
* Some wind loads may have been derived from full-scale wind tunnel testing

==========

LOADING CONDITION A ==========

107 mph wind with no ice. Wind Azimuth: 0◆

MAST LOADING
============

LOAD TYPE	ELEV	APPLY..LOAD..AT RADIUS	AZI	LOAD AZI	.....FORCES..... HORIZ	DOWN	.....MOMENTS..... VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip
C	235.0	0.00	0.0	0.0	8.55	7.20	0.00	0.00
C	223.0	0.00	0.0	0.0	6.33	4.80	0.00	0.00
C	211.0	0.00	0.0	0.0	6.26	4.80	0.00	0.00
C	199.0	0.00	0.0	0.0	6.18	4.80	0.00	0.00
C	187.0	0.00	0.0	0.0	6.10	4.80	0.00	0.00
D	245.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	240.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	240.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	235.0	0.00	180.0	0.0	0.06	0.05	0.00	0.00
D	235.0	0.00	39.9	0.0	0.10	0.06	0.04	0.07
D	225.0	0.00	42.2	0.0	0.11	0.06	0.04	0.07
D	225.0	0.00	39.7	0.0	0.12	0.07	0.06	0.09
D	220.0	0.00	39.7	0.0	0.12	0.07	0.06	0.09
D	220.0	0.00	35.3	0.0	0.13	0.09	0.08	0.10
D	210.0	0.00	39.2	0.0	0.13	0.09	0.08	0.10
D	210.0	0.00	47.7	0.0	0.15	0.11	0.09	0.11
D	200.0	0.00	49.5	0.0	0.15	0.11	0.08	0.11
D	200.0	0.00	68.2	0.0	0.16	0.15	0.08	0.12
D	193.3	0.00	68.2	0.0	0.16	0.15	0.08	0.12
D	193.3	0.00	75.9	0.0	0.16	0.15	0.08	0.12
D	186.7	0.00	75.9	0.0	0.16	0.15	0.08	0.12
D	186.7	0.00	98.9	0.0	0.17	0.16	0.10	0.13
D	180.0	0.00	98.9	0.0	0.17	0.16	0.10	0.13
D	180.0	0.00	92.0	0.0	0.18	0.20	0.11	0.14
D	160.0	0.00	96.4	0.0	0.19	0.20	0.10	0.14
D	160.0	0.00	86.9	0.0	0.19	0.23	0.13	0.15
D	140.0	0.00	90.1	0.0	0.19	0.23	0.12	0.15
D	140.0	0.00	83.0	0.0	0.18	0.24	0.14	0.16
D	120.0	0.00	85.0	0.0	0.18	0.24	0.14	0.16
D	120.0	0.00	79.8	0.0	0.19	0.31	0.16	0.17
D	100.0	0.00	81.3	0.0	0.19	0.31	0.15	0.16
D	100.0	0.00	77.1	0.0	0.19	0.31	0.18	0.17
D	80.0	0.00	78.4	0.0	0.19	0.32	0.17	0.17
D	80.0	0.00	75.0	0.0	0.19	0.34	0.20	0.17
D	60.0	0.00	76.0	0.0	0.20	0.34	0.19	0.17
D	60.0	0.00	73.2	0.0	0.19	0.34	0.21	0.17
D	40.0	0.00	74.0	0.0	0.19	0.35	0.20	0.17
D	40.0	0.00	71.6	0.0	0.18	0.35	0.23	0.16
D	20.0	0.00	72.4	0.0	0.18	0.36	0.22	0.17
D	20.0	0.00	70.2	0.0	0.15	0.33	0.25	0.15
D	13.3	0.00	70.2	0.0	0.15	0.33	0.25	0.15
D	13.3	0.00	70.9	0.0	0.17	0.41	0.24	0.15
D	0.0	0.00	70.9	0.0	0.17	0.41	0.24	0.15

==========

LOADING CONDITION M ==========

107 mph wind with no ice. Wind Azimuth: 0◆

MAST LOADING
============

LOAD TYPE	ELEV	APPLY..LOAD..AT RADIUS	AZI	LOAD AZI	.....FORCES..... HORIZ	DOWN	.....MOMENTS..... VERTICAL	TORSNAL
	ft	ft			kip	kip	ft-kip	ft-kip

C	235.0	0.00	0.0	0.0	8.55	5.40	0.00	0.00
C	223.0	0.00	0.0	0.0	6.33	3.60	0.00	0.00
C	211.0	0.00	0.0	0.0	6.26	3.60	0.00	0.00
C	199.0	0.00	0.0	0.0	6.18	3.60	0.00	0.00
C	187.0	0.00	0.0	0.0	6.10	3.60	0.00	0.00
D	245.0	0.00	180.0	0.0	0.06	0.03	0.00	0.00
D	240.0	0.00	180.0	0.0	0.06	0.03	0.00	0.00
D	240.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	235.0	0.00	180.0	0.0	0.06	0.04	0.00	0.00
D	235.0	0.00	39.9	0.0	0.10	0.05	0.03	0.07
D	225.0	0.00	42.2	0.0	0.11	0.05	0.03	0.07
D	225.0	0.00	39.7	0.0	0.12	0.05	0.04	0.09
D	220.0	0.00	39.7	0.0	0.12	0.05	0.04	0.09
D	220.0	0.00	35.3	0.0	0.13	0.07	0.06	0.10
D	210.0	0.00	39.2	0.0	0.13	0.07	0.06	0.10
D	210.0	0.00	47.7	0.0	0.15	0.08	0.06	0.11
D	200.0	0.00	49.5	0.0	0.15	0.08	0.06	0.11
D	200.0	0.00	68.2	0.0	0.16	0.11	0.06	0.12
D	186.7	0.00	75.9	0.0	0.16	0.11	0.06	0.12
D	186.7	0.00	98.9	0.0	0.17	0.12	0.07	0.13
D	180.0	0.00	98.9	0.0	0.17	0.12	0.07	0.13
D	180.0	0.00	92.0	0.0	0.18	0.15	0.08	0.14
D	160.0	0.00	96.4	0.0	0.19	0.15	0.08	0.14
D	160.0	0.00	86.9	0.0	0.19	0.17	0.10	0.15
D	140.0	0.00	90.1	0.0	0.19	0.17	0.09	0.15
D	140.0	0.00	83.0	0.0	0.18	0.18	0.11	0.16
D	120.0	0.00	85.0	0.0	0.18	0.18	0.10	0.16
D	120.0	0.00	79.8	0.0	0.19	0.23	0.12	0.17
D	100.0	0.00	81.3	0.0	0.19	0.23	0.11	0.16
D	100.0	0.00	77.1	0.0	0.19	0.24	0.13	0.17
D	80.0	0.00	78.4	0.0	0.19	0.24	0.13	0.17
D	80.0	0.00	75.0	0.0	0.19	0.25	0.15	0.17
D	60.0	0.00	76.0	0.0	0.20	0.26	0.14	0.17
D	60.0	0.00	73.2	0.0	0.19	0.26	0.16	0.17
D	40.0	0.00	74.0	0.0	0.19	0.26	0.15	0.17
D	40.0	0.00	71.6	0.0	0.18	0.27	0.17	0.16
D	20.0	0.00	72.4	0.0	0.18	0.27	0.17	0.17
D	20.0	0.00	70.2	0.0	0.15	0.25	0.19	0.15
D	13.3	0.00	70.2	0.0	0.15	0.25	0.19	0.15
D	13.3	0.00	70.9	0.0	0.17	0.31	0.18	0.15
D	0.0	0.00	70.9	0.0	0.17	0.31	0.18	0.15

LOADING CONDITION Y

30 mph wind with 1.5 ice. Wind Azimuth: 0◆

MAST LOADING

LOAD TYPE	ELEV ft	APPLY..LOAD..AT RADIUS ft	AZI	LOAD AZI	......FORCES...... HORIZ kip	DOWN kip	.....MOMENTS..... VERTICAL ft-kip	TORSNAL ft-kip
C	235.0	0.00	0.0	0.0	1.16	18.15	0.00	0.00
C	223.0	0.00	0.0	0.0	0.86	12.06	0.00	0.00
C	211.0	0.00	0.0	0.0	0.85	12.02	0.00	0.00
C	199.0	0.00	0.0	0.0	0.83	11.98	0.00	0.00
C	187.0	0.00	0.0	0.0	0.82	11.94	0.00	0.00
D	245.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	240.0	0.00	180.0	0.0	0.01	0.18	0.00	0.00
D	240.0	0.00	180.0	0.0	0.01	0.20	0.00	0.00
D	235.0	0.00	180.0	0.0	0.01	0.20	0.00	0.00
D	235.0	0.00	39.9	0.0	0.01	0.24	0.18	0.01
D	230.0	0.00	39.9	0.0	0.01	0.24	0.18	0.01
D	230.0	0.00	42.2	0.0	0.01	0.25	0.17	0.01
D	225.0	0.00	42.2	0.0	0.01	0.25	0.17	0.01
D	225.0	0.00	39.8	0.0	0.01	0.27	0.23	0.01
D	220.0	0.00	39.8	0.0	0.01	0.27	0.23	0.01
D	220.0	0.00	35.3	0.0	0.01	0.30	0.30	0.01
D	215.0	0.00	35.3	0.0	0.01	0.30	0.30	0.01
D	215.0	0.00	40.4	0.0	0.01	0.32	0.28	0.01
D	210.0	0.00	40.4	0.0	0.01	0.32	0.28	0.01
D	210.0	0.00	55.8	0.0	0.02	0.37	0.28	0.01
D	205.0	0.00	55.8	0.0	0.02	0.37	0.28	0.01
D	205.0	0.00	57.8	0.0	0.02	0.38	0.26	0.01
D	200.0	0.00	57.8	0.0	0.02	0.38	0.26	0.01

D	200.0	0.00	81.6	0.0	0.02	0.44	0.29	0.01
D	193.3	0.00	81.6	0.0	0.02	0.44	0.29	0.01
D	193.3	0.00	89.5	0.0	0.02	0.46	0.28	0.01
D	186.7	0.00	89.5	0.0	0.02	0.46	0.28	0.01
D	186.7	0.00	102.6	0.0	0.02	0.49	0.35	0.01
D	180.0	0.00	102.6	0.0	0.02	0.49	0.35	0.01
D	180.0	0.00	95.6	0.0	0.02	0.55	0.40	0.01
D	173.3	0.00	95.6	0.0	0.02	0.55	0.40	0.01
D	173.3	0.00	97.8	0.0	0.02	0.56	0.38	0.01
D	166.7	0.00	97.8	0.0	0.02	0.56	0.38	0.01
D	166.7	0.00	100.0	0.0	0.02	0.57	0.36	0.01
D	160.0	0.00	100.0	0.0	0.02	0.57	0.36	0.01
D	160.0	0.00	90.3	0.0	0.02	0.59	0.45	0.01
D	153.3	0.00	90.3	0.0	0.02	0.59	0.45	0.01
D	153.3	0.00	92.0	0.0	0.02	0.60	0.43	0.01
D	146.7	0.00	92.0	0.0	0.02	0.60	0.43	0.01
D	146.7	0.00	93.7	0.0	0.02	0.61	0.41	0.01
D	140.0	0.00	93.7	0.0	0.02	0.61	0.41	0.01
D	140.0	0.00	86.5	0.0	0.02	0.59	0.49	0.01
D	130.0	0.00	86.5	0.0	0.02	0.59	0.49	0.01
D	130.0	0.00	88.5	0.0	0.02	0.60	0.47	0.01
D	120.0	0.00	88.5	0.0	0.02	0.60	0.47	0.01
D	120.0	0.00	83.1	0.0	0.02	0.69	0.55	0.01
D	110.0	0.00	83.1	0.0	0.02	0.69	0.55	0.01
D	110.0	0.00	84.7	0.0	0.02	0.69	0.52	0.01
D	100.0	0.00	84.7	0.0	0.02	0.69	0.52	0.01
D	100.0	0.00	80.3	0.0	0.02	0.70	0.60	0.02
D	90.0	0.00	80.3	0.0	0.02	0.70	0.60	0.02
D	90.0	0.00	81.6	0.0	0.02	0.71	0.57	0.01
D	80.0	0.00	81.6	0.0	0.02	0.71	0.57	0.01
D	80.0	0.00	78.0	0.0	0.02	0.74	0.65	0.02
D	70.0	0.00	78.0	0.0	0.02	0.74	0.65	0.02
D	70.0	0.00	79.1	0.0	0.02	0.75	0.62	0.02
D	60.0	0.00	79.1	0.0	0.02	0.75	0.62	0.02
D	60.0	0.00	76.0	0.0	0.02	0.75	0.69	0.01
D	50.0	0.00	76.0	0.0	0.02	0.75	0.69	0.01
D	50.0	0.00	77.0	0.0	0.02	0.76	0.67	0.02
D	40.0	0.00	77.0	0.0	0.02	0.76	0.67	0.02
D	40.0	0.00	74.3	0.0	0.02	0.76	0.73	0.01
D	30.0	0.00	74.3	0.0	0.02	0.76	0.73	0.01
D	30.0	0.00	75.1	0.0	0.02	0.76	0.71	0.01
D	20.0	0.00	75.1	0.0	0.02	0.76	0.71	0.01
D	20.0	0.00	71.2	0.0	0.01	0.56	0.34	0.01
D	13.3	0.00	71.2	0.0	0.01	0.56	0.34	0.01
D	13.3	0.00	73.1	0.0	0.02	0.81	0.58	0.01
D	0.0	0.00	73.1	0.0	0.02	0.81	0.58	0.01

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
245.0	----------	----------	0.10 G	0.00 A
	0.14 M	0.11 N		
240.0	----------	----------	0.93 A	0.00 A
	0.43 S	1.31 S		
235.0	----------	----------	0.16 G	0.00 A
	2.72 M	3.95 N		
230.0	----------	----------	0.20 I	0.00 A
	11.94 M	3.82 H		
225.0	----------	----------	0.07 K	0.00 A
	19.58 M	5.13 M		
220.0	----------	----------	0.12 A	0.00 A
	30.98 M	5.95 B		
215.0	----------	----------	0.10 A	0.00 A
	41.61 M	6.11 N		
210.0	----------	----------	0.04 Y	0.00 A
	53.49 M	7.80 N		
205.0	----------	----------	0.21 A	0.00 A
	67.16 M	7.53 B		
200.0	----------	----------	0.05 K	0.00 A
	81.68 M	9.89 N		
193.3	----------	----------	0.21 A	0.00 A
	101.98 M	9.97 B		
186.7	----------	----------	0.04 C	0.00 A
	119.81 M	11.67 N		
180.0	----------	----------	0.20 A	0.00 A
	142.10 M	11.36 B		
173.3	----------	----------	0.03 C	0.00 A

	159.78 M 10.88 T		
166.7	----------	0.17 A	0.00 A
	178.66 M 10.71 H		
160.0	----------	0.01 C	0.00 A
	194.35 M 10.40 T		
153.3	----------	0.18 A	0.00 A
	210.82 M 10.31 H		
146.7	----------	0.01 Y	0.00 A
	225.06 M 10.12 T		
140.0	----------	0.12 A	0.00 A
	243.20 M 10.99 L		
130.0	----------	0.09 A	0.00 A
	262.42 M 10.76 X		
120.0	----------	0.10 A	0.00 A
	281.73 M 10.72 L		
110.0	----------	0.05 A	0.00 A
	298.90 M 10.64 X		
100.0	----------	0.09 A	0.00 A
	316.25 M 10.70 F		
90.0	----------	0.05 A	0.00 A
	332.12 M 10.71 X		
80.0	----------	0.08 A	0.00 A
	348.10 M 10.83 L		
70.0	----------	0.05 A	0.00 A
	362.96 M 10.92 X		
60.0	----------	0.07 A	0.00 A
	377.95 M 11.11 G		
50.0	----------	0.04 A	0.00 A
	392.07 M 11.19 L		
40.0	----------	0.08 U	0.00 A
	406.25 M 11.41 G		
30.0	----------	0.08 S	0.00 A
	419.76 M 11.46 L		
20.0	----------	0.14 A	0.00 A
	435.65 M 11.96 G		
13.3	----------	0.63 M	0.00 G
	434.70 M 15.37 G		
0.0	----------	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)
==========

ELEV ft	LEGS	DIAG	HORIZ	BRACE
245.0	----------		-0.09 M	0.00 A
	-0.18 G	-0.13 H		
240.0	----------		-0.85 S	0.00 A
	-0.57 A	-1.39 A		
235.0	----------		-0.15 M	0.00 A
	-7.38 e	-4.07 B		
230.0	----------		-0.16 O	0.00 A
	-17.04 G	-3.77 N		
225.0	----------		-0.06 Q	0.00 A
	-26.48 G	-5.33 G		
220.0	----------		-0.09 S	0.00 A
	-39.59 G	-5.92 B		
215.0	----------		-0.07 S	0.00 A
	-51.10 G	-6.21 B		
210.0	----------		0.00 A	0.00 A
	-65.75 G	-7.86 B		
205.0	----------		-0.17 S	0.00 A
	-79.98 G	-7.54 B		
200.0	----------		-0.03 Q	0.00 A
	-97.43 G	-10.03 B		
193.3	----------		-0.19 S	0.00 A
	-119.38 G	-9.92 N		
186.7	----------		-0.02 Q	0.00 A
	-140.56 G	-11.89 G		
180.0	----------		-0.17 S	0.00 A
	-164.21 G	-11.24 N		
173.3	----------		-0.03 U	0.00 A
	-182.78 G	-11.05 G		
166.7	----------		-0.14 S	0.00 A
	-203.04 G	-10.63 N		
160.0	----------		-0.01 U	0.00 A

```
          -219.80 G     -10.56 G
   153.3  ---------------------         -0.16 S       0.00 A
          -237.73 G     -10.26 B
   146.7  ---------------------          0.00 S       0.00 A
          -253.21 G     -10.27 G
   140.0  ---------------------         -0.11 S       0.00 A
          -273.16 G     -10.98 F
   130.0  ---------------------         -0.07 S       0.00 A
          -294.39 G     -11.02 G
   120.0  ---------------------         -0.09 S       0.00 A
          -316.13 G     -10.71 L
   110.0  ---------------------         -0.04 S       0.00 A
          -335.78 G     -10.94 G
   100.0  ---------------------         -0.07 S       0.00 A
          -355.82 G     -10.71 L
    90.0  ---------------------         -0.04 S       0.00 A
          -374.28 G     -11.02 G
    80.0  ---------------------         -0.06 S       0.00 A
          -393.06 G     -10.85 L
    70.0  ---------------------         -0.04 S       0.00 A
          -410.72 G     -11.26 G
    60.0  ---------------------         -0.06 S       0.00 A
          -428.64 G     -11.10 L
    50.0  ---------------------         -0.04 S       0.00 A
          -445.68 G     -11.55 G
    40.0  ---------------------         -0.08 O       0.00 A
          -462.89 G     -11.40 G
    30.0  ---------------------         -0.09 A       0.00 A
          -479.42 G     -11.74 G
    20.0  ---------------------         -0.12 S       0.00 A
          -498.13 G     -12.15 G
    13.3  ---------------------         -0.77 G       0.00 K
          -499.40 G     -15.50 G
     0.0  ---------------------          0.00 A       0.00 A
```

FORCE/RESISTANCE RATIO IN LEGS

MAST ELEV ft	-- LEG COMPRESSION - MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	---- LEG TENSION --- MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
245.00						
	0.18	31.84	0.01	0.14	51.90	0.00
240.00						
	0.57	83.04	0.01	0.43	108.15	0.00
235.00						
	7.38	83.04	0.09	2.72	108.15	0.03
230.00						
	17.04	83.04	0.21	11.94	108.15	0.11
225.00						
	26.48	83.04	0.32	19.58	108.15	0.18
220.00						
	39.59	83.04	0.48	30.98	108.15	0.29
215.00						
	51.10	83.04	0.62	41.61	108.15	0.38
210.00						
	65.75	83.04	0.79	53.49	108.15	0.49
205.00						
	79.98	83.04	0.96	67.16	108.15	0.62
200.00						
	97.43	161.47	0.60	81.68	213.88	0.38
193.33						
	119.38	161.47	0.74	101.98	213.88	0.48
186.67						
	140.56	161.47	0.87	119.81	213.88	0.56
180.00						
	164.21	241.28	0.68	142.10	296.33	0.48
173.33						
	182.78	241.28	0.76	159.78	296.33	0.54
166.67						
	203.04	241.28	0.84	178.66	296.33	0.60
160.00						
	219.80	312.59	0.70	194.35	385.58	0.50
153.33						
	237.73	312.59	0.76	210.82	385.58	0.55
146.67						
	253.21	312.59	0.81	225.06	385.58	0.58
140.00						

	273.16	336.31	0.81	243.20	407.40	0.60
130.00						
	294.39	336.31	0.88	262.42	407.40	0.64
120.00						
	316.13	509.22	0.62	281.73	457.90	0.62
110.00						
	335.78	509.22	0.66	298.90	457.90	0.65
100.00						
	355.82	509.22	0.70	316.25	457.90	0.69
90.00						
	374.28	509.22	0.74	332.12	457.90	0.73
80.00						
	393.06	509.22	0.77	348.10	457.90	0.76
70.00						
	410.72	509.22	0.81	362.96	457.90	0.79
60.00						
	428.64	509.22	0.84	377.95	457.90	0.83
50.00						
	445.68	509.22	0.88	392.07	457.90	0.86
40.00						
	462.89	509.22	0.91	406.25	457.90	0.89
30.00						
	479.42	509.22	0.94	419.76	457.90	0.92
20.00						
	498.13	546.43	0.91	435.65	620.80	0.70
13.33						
	499.40	546.43	0.91	434.70	620.80	0.70
0.00						

FORCE/RESISTANCE RATIO IN DIAGONALS
==========

MAST ELEV ft	- DIAG COMPRESSION - MAX COMP	COMP RESIST	FORCE/ RESIST RATIO	--- DIAG TENSION -- MAX TENS	TENS RESIST	FORCE/ RESIST RATIO
245.00						
	0.13	7.16	0.02	0.11	7.16	0.02
240.00						
	1.39	7.16	0.19	1.31	7.16	0.18
235.00						
	4.07	7.16	0.57	3.95	7.16	0.55
230.00						
	3.77	7.16	0.53	3.82	7.16	0.53
225.00						
	5.33	7.16	0.74	5.13	7.16	0.72
220.00						
	5.92	10.38	0.57	5.95	10.38	0.57
215.00						
	6.21	10.38	0.60	6.11	10.38	0.59
210.00						
	7.86	10.38	0.76	7.80	10.38	0.75
205.00						
	7.54	10.38	0.73	7.53	10.38	0.73
200.00						
	10.03	12.47	0.80	9.89	12.47	0.79
193.33						
	9.92	12.47	0.80	9.97	12.47	0.80
186.67						
	11.89	12.47	0.95	11.67	12.47	0.94
180.00						
	11.24	14.17	0.79	11.36	14.17	0.80
173.33						
	11.05	14.17	0.78	10.88	14.17	0.77
166.67						
	10.63	14.17	0.75	10.71	14.17	0.76
160.00						
	10.56	13.10	0.81	10.40	13.10	0.79
153.33						
	10.26	13.10	0.78	10.31	13.10	0.79
146.67						
	10.27	13.10	0.78	10.12	13.10	0.77
140.00						
	10.98	11.64	0.94	10.99	11.64	0.94
130.00						
	11.02	11.64	0.95	10.76	11.64	0.92
120.00						
	10.71	15.88	0.67	10.72	15.88	0.68
110.00						
	10.94	15.88	0.69	10.64	15.88	0.67

```
100.00 ---------------------------------------------
       10.71   13.59    0.79   10.70   13.59    0.79
 90.00 ---------------------------------------------
       11.02   13.59    0.81   10.71   13.59    0.79
 80.00 ---------------------------------------------
       10.85   17.02    0.64   10.83   17.02    0.64
 70.00 ---------------------------------------------
       11.26   17.02    0.66   10.92   17.02    0.64
 60.00 ---------------------------------------------
       11.10   18.13    0.61   11.11   18.13    0.61
 50.00 ---------------------------------------------
       11.55   18.13    0.64   11.19   18.13    0.62
 40.00 ---------------------------------------------
       11.40   16.06    0.71   11.41   16.06    0.71
 30.00 ---------------------------------------------
       11.74   16.06    0.73   11.46   16.06    0.71
 20.00 ---------------------------------------------
       12.15   20.48    0.59   11.96   20.48    0.58
 13.33 ---------------------------------------------
       15.50   31.46    0.49   15.37   31.46    0.49
  0.00 ---------------------------------------------

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)
==========================================

    -------------LOAD---COMPONENTS-------------        TOTAL
    NORTH          EAST          DOWN        UPLIFT        SHEAR

    47.96 G      40.98 K     519.16 G    -451.62 M      47.96 G


MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)
==================================================

  ------HORIZONTAL-----     DOWN       ---------OVERTURNING--------- TORSION
  NORTH    EAST   TOTAL                NORTH        EAST       TOTAL
               @   0.0                                      @   0.0

   78.7    70.8    78.7   210.8     12309.0    -11308.4     12309.0   -39.9
     S       J       S       Z           G           D           G       R


================================================================================


================================================================================
Latticed Tower Analysis (Unguyed)            (c)2017 Guymast Inc. 416-736-7453
Processed under license at:

Sabre Towers and Poles                              on: 13 apr 2021  at: 15:01:15
================================================================================




********************************************************************************
*************************  Service Load Condition  *****************************
********************************************************************************


================================================================================
* Only 1 condition(s) shown in full
* Some wind loads may have been derived from full-scale wind tunnel testing

================================================================================
 LOADING CONDITION  A   ========================================================

60 mph wind with no ice. Wind Azimuth: 0♦


 MAST LOADING
 ============

 LOAD   ELEV  APPLY..LOAD..AT   LOAD  ......FORCES......  ......MOMENTS......
 TYPE          RADIUS    AZI    AZI     HORIZ      DOWN  VERTICAL   TORSNAL
          ft        ft                    kip       kip    ft-kip    ft-kip

 C     235.0      0.00    0.0    0.0      2.69      6.00      0.00      0.00
 C     223.0      0.00    0.0    0.0      1.99      4.00      0.00      0.00
```

C	211.0	0.00	0.0	0.0	1.97	4.00	0.00	0.00
C	199.0	0.00	0.0	0.0	1.94	4.00	0.00	0.00
C	187.0	0.00	0.0	0.0	1.92	4.00	0.00	0.00
D	245.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	240.0	0.00	180.0	0.0	0.02	0.03	0.00	0.00
D	240.0	0.00	180.0	0.0	0.02	0.04	0.00	0.00
D	235.0	0.00	180.0	0.0	0.02	0.04	0.00	0.00
D	235.0	0.00	39.9	0.0	0.03	0.05	0.03	0.02
D	225.0	0.00	42.2	0.0	0.03	0.05	0.03	0.02
D	225.0	0.00	39.7	0.0	0.04	0.06	0.05	0.03
D	220.0	0.00	39.7	0.0	0.04	0.06	0.05	0.03
D	220.0	0.00	35.3	0.0	0.04	0.07	0.06	0.03
D	210.0	0.00	39.2	0.0	0.04	0.08	0.06	0.03
D	210.0	0.00	47.7	0.0	0.05	0.09	0.07	0.04
D	200.0	0.00	49.5	0.0	0.05	0.09	0.07	0.04
D	200.0	0.00	68.2	0.0	0.05	0.12	0.07	0.04
D	186.7	0.00	75.9	0.0	0.05	0.13	0.07	0.04
D	186.7	0.00	98.9	0.0	0.05	0.14	0.08	0.04
D	180.0	0.00	98.9	0.0	0.05	0.14	0.08	0.04
D	180.0	0.00	92.0	0.0	0.06	0.16	0.09	0.05
D	160.0	0.00	96.4	0.0	0.06	0.17	0.09	0.04
D	160.0	0.00	86.9	0.0	0.06	0.19	0.11	0.05
D	140.0	0.00	90.1	0.0	0.06	0.19	0.10	0.05
D	140.0	0.00	83.0	0.0	0.06	0.20	0.12	0.05
D	120.0	0.00	85.0	0.0	0.06	0.20	0.11	0.05
D	120.0	0.00	79.8	0.0	0.06	0.26	0.13	0.05
D	100.0	0.00	81.3	0.0	0.06	0.26	0.13	0.05
D	100.0	0.00	77.1	0.0	0.06	0.26	0.15	0.05
D	80.0	0.00	78.4	0.0	0.06	0.27	0.14	0.05
D	80.0	0.00	75.0	0.0	0.06	0.28	0.16	0.05
D	60.0	0.00	76.0	0.0	0.07	0.28	0.16	0.05
D	60.0	0.00	73.2	0.0	0.06	0.29	0.18	0.05
D	40.0	0.00	74.0	0.0	0.06	0.29	0.17	0.05
D	40.0	0.00	71.6	0.0	0.06	0.29	0.19	0.05
D	20.0	0.00	72.4	0.0	0.06	0.30	0.19	0.05
D	20.0	0.00	70.2	0.0	0.05	0.28	0.21	0.05
D	13.3	0.00	70.2	0.0	0.05	0.28	0.21	0.05
D	13.3	0.00	70.9	0.0	0.06	0.34	0.20	0.05
D	0.0	0.00	70.9	0.0	0.06	0.34	0.20	0.05

==========

MAXIMUM MAST DISPLACEMENTS:

==========

ELEV	------DEFLECTIONS (ft)-----			--TILTS (DEG)---		TWIST
ft	NORTH	EAST	DOWN	NORTH	EAST	DEG
245.0	0.900 G	-0.841 D	0.014 G	0.425 G	-0.400 D	0.030 L
240.0	0.863 G	-0.806 D	0.014 G	0.424 G	-0.400 D	0.030 L
235.0	0.826 G	-0.771 D	0.014 G	0.425 G	-0.400 D	0.030 L
230.0	0.788 G	-0.735 D	0.013 G	0.423 G	-0.399 D	0.030 L
225.0	0.751 G	-0.700 D	0.013 G	0.419 G	-0.395 D	0.029 L
220.0	0.713 G	-0.664 D	0.013 G	0.412 G	-0.387 D	0.028 L
215.0	0.677 G	-0.630 D	0.012 G	0.401 G	-0.377 D	0.027 L
210.0	0.642 G	-0.597 D	0.012 G	0.387 G	-0.364 D	0.026 L
205.0	0.607 G	-0.565 D	0.011 G	0.371 G	-0.348 D	0.025 L
200.0	0.575 G	-0.535 D	0.011 G	0.352 G	-0.330 D	0.024 L
193.3	0.533 G	-0.495 D	0.010 G	0.337 G	-0.316 D	0.023 L
186.7	0.494 G	-0.458 D	0.010 G	0.320 G	-0.300 D	0.021 L
180.0	0.455 G	-0.422 D	0.009 G	0.301 G	-0.282 D	0.020 L
173.3	0.420 G	-0.389 D	0.009 G	0.286 G	-0.268 D	0.019 L
166.7	0.385 G	-0.357 D	0.009 G	0.270 G	-0.253 D	0.018 L
160.0	0.354 G	-0.328 D	0.008 G	0.253 G	-0.237 D	0.017 L
153.3	0.323 G	-0.299 D	0.008 G	0.240 G	-0.224 D	0.016 L
146.7	0.295 G	-0.273 D	0.007 G	0.227 G	-0.211 D	0.015 L
140.0	0.268 G	-0.247 D	0.007 G	0.212 G	-0.198 D	0.014 L
130.0	0.231 G	-0.213 D	0.007 G	0.192 G	-0.178 D	0.013 L
120.0	0.198 G	-0.182 D	0.006 G	0.170 G	-0.158 D	0.012 L
110.0	0.168 G	-0.155 D	0.006 G	0.157 G	-0.145 D	-0.011 F
100.0	0.140 G	-0.129 D	0.005 G	0.142 G	-0.132 D	-0.010 F
90.0	0.115 G	-0.106 D	0.005 G	0.128 G	-0.119 D	-0.009 F
80.0	0.092 G	-0.085 D	0.004 G	0.114 G	-0.106 D	-0.008 F
70.0	0.072 G	-0.066 D	0.004 G	0.100 G	-0.092 D	-0.007 F
60.0	0.055 G	-0.050 D	0.003 G	0.086 G	-0.079 D	-0.006 F
50.0	0.039 G	-0.036 D	0.003 G	0.071 G	-0.066 D	-0.005 F
40.0	0.026 G	-0.024 D	0.002 G	0.057 G	-0.053 D	-0.004 F
30.0	0.016 G	-0.015 D	0.002 L	0.043 G	-0.040 D	-0.003 F
20.0	0.006 G	-0.005 D	0.001 L	0.028 G	-0.026 D	-0.002 F
13.3	0.003 G	-0.002 D	0.001 L	0.019 G	-0.018 D	-0.001 F
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)
=====================================

ELEV ft	LEGS	DIAG	HORIZ	BRACE
245.0	----------	0.03 L	0.04 G	0.00 A
240.0	0.03 A	0.38 G	0.31 A	0.00 A
235.0	0.11 G	1.21 B	0.05 G	0.00 A
230.0	0.00 A	1.22 H	0.08 I	0.00 A
225.0	2.14 A	1.58 A	0.03 K	0.00 A
220.0	4.00 A	1.89 H	0.05 A	0.00 A
215.0	7.08 A	1.91 H	0.04 A	0.00 A
210.0	10.21 A	2.45 H	0.02 A	0.00 A
205.0	13.10 A	2.38 H	0.08 A	0.00 A
200.0	17.30 A	3.08 B	0.02 K	0.00 A
193.3	20.97 A	3.16 H	0.08 A	0.00 A
186.7	26.93 A	3.62 H	0.02 C	0.00 A
180.0	31.53 A	3.63 H	0.07 A	0.00 A
173.3	38.23 A	3.40 H	0.01 C	0.00 A
166.7	43.65 A	3.41 H	0.06 A	0.00 A
160.0	49.30 A	3.27 H	0.01 C	0.00 A
153.3	54.05 A	3.29 H	0.07 A	0.00 A
146.7	58.94 A	3.19 H	0.00 A	0.00 A
140.0	63.20 A	3.51 F	0.04 A	0.00 A
130.0	68.56 A	3.42 F	0.03 A	0.00 A
120.0	74.27 A	3.45 F	0.04 A	0.00 A
110.0	79.89 A	3.40 L	0.02 A	0.00 A
100.0	84.84 A	3.46 F	0.03 A	0.00 A
90.0	89.79 A	3.45 L	0.02 A	0.00 A
80.0	94.33 A	3.52 F	0.03 A	0.00 A
70.0	98.85 A	3.54 L	0.02 A	0.00 A
60.0	103.05 A	3.62 F	0.02 A	0.00 A
50.0	107.24 A	3.64 L	0.02 A	0.00 A
40.0	111.20 A	3.72 F	0.02 I	0.00 A
30.0	115.14 A	3.75 L	0.02 G	0.00 A
20.0	118.89 A	3.92 F	0.05 A	0.00 A
13.3	123.54 A	5.02 F	0.18 A	0.00 F
0.0	122.48 A	----------	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)
===

ELEV ft	LEGS	DIAG	HORIZ	BRACE
245.0	----------		-0.02 A	0.00 A
	-0.07 G	-0.05 H		
240.0	----------		-0.25 G	0.00 A
	-0.20 A	-0.46 A		
235.0	----------		-0.04 A	0.00 A
	-3.61 G	-1.33 B		
230.0	----------		-0.04 C	0.00 A
	-6.82 G	-1.18 B		
225.0	----------		-0.01 E	0.00 A
	-10.29 G	-1.73 G		
220.0	----------		-0.01 G	0.00 A
	-14.90 G	-1.87 H		
215.0	----------		-0.01 G	0.00 A
	-18.75 G	-1.99 H		
210.0	----------		0.00 A	0.00 A
	-24.15 G	-2.50 B		
205.0	----------		-0.04 G	0.00 A
	-28.75 G	-2.38 B		
200.0	----------		0.00 E	0.00 A
	-35.06 G	-3.20 H		
193.3	----------		-0.05 G	0.00 A
	-42.38 G	-3.12 B		
186.7	----------		0.00 I	0.00 A
	-49.97 G	-3.81 G		
180.0	----------		-0.04 G	0.00 A
	-57.74 G	-3.52 H		
173.3	----------		-0.01 I	0.00 A
	-63.77 G	-3.54 G		
166.7	----------		-0.04 G	0.00 A
	-70.46 G	-3.34 H		
160.0	----------		0.00 I	0.00 A
	-75.97 G	-3.38 G		
153.3	----------		-0.04 G	0.00 A
	-81.96 G	-3.25 H		
146.7	----------		0.00 A	0.00 A
	-87.12 G	-3.28 G		
140.0	----------		-0.03 G	0.00 A
	-93.82 G	-3.50 F		
130.0	----------		-0.02 G	0.00 A
	-100.97 G	-3.55 G		
120.0	----------		-0.02 G	0.00 A
	-108.42 G	-3.44 F		
110.0	----------		-0.01 G	0.00 A
	-115.25 G	-3.54 G		
100.0	----------		-0.02 G	0.00 A
	-122.26 G	-3.46 L		
90.0	----------		-0.01 G	0.00 A
	-128.75 G	-3.58 G		
80.0	----------		-0.02 G	0.00 A
	-135.40 G	-3.53 L		
70.0	----------		-0.01 G	0.00 A
	-141.70 G	-3.67 G		
60.0	----------		-0.01 G	0.00 A
	-148.12 G	-3.63 F		
50.0	----------		-0.01 G	0.00 A
	-154.26 G	-3.77 G		
40.0	----------		-0.02 C	0.00 A
	-160.48 G	-3.74 L		
30.0	----------		-0.03 A	0.00 A
	-166.49 G	-3.84 G		
20.0	----------		-0.03 G	0.00 A
	-173.10 G	-3.99 G		
13.3	----------		-0.27 G	0.00 L
	-174.16 G	-5.08 G		
0.0	----------		0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD---COMPONENTS				TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
16.30 G	13.94 K	181.10 G	-127.54 A	16.30 G

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

------HORIZONTAL-----			DOWN	---------OVERTURNING---------			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
25.4 G	-22.9 D	25.4 G	72.6 L	3940.2 G	-3625.8 D	3940.2 G	-12.5 F

Leg Connection Details												
Bottom Elevation (ft)	Top Elevation (ft)	Pipe Dimensions	Top Splice					Bottom Splice/Base				
			Bolt Qty.	Bolt Dia. (in)	Bolt Circle (in)	Plate Thickness (in)	Plate Dia. (in)	Bolt Qty.	Bolt Dia. (in)	Bolt Circle (in)	Plate Thickness (in)	Plate Dia. (in)
240	245	2.375 OD X .154						6	0.75	6.50	0.75	8.50
220	240	3.500 OD X .216	6	0.75	6.50	1.00	8.50	6	0.75	6.50	1.00	8.50
200	220	3.500 OD X .216	6	0.75	6.50	1.00	8.50	6	1.00	9.00	1.25	11.50
180	200	4.500 OD X .337	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
160	180	5.563 OD X .375	6	1.00	9.00	1.25	11.50	6	1.00	9.00	1.25	11.50
140	160	5.563 OD X .500	6	1.00	9.00	1.25	11.50	6	1.25	12.50	1.75	15.75
120	140	8.625 OD X .322	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
100	120	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
80	100	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
60	80	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
40	60	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
20	40	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.25	12.50	1.50	15.75
0	20	8.625 OD X .500	6	1.25	12.50	1.50	15.75	6	1.50	13.25	1.75	17.00

Diagonal Bracing Connection Details								
Bottom Elevation (ft)	Top Elevation (ft)	Angle Shape	Bolt Qty.	Bolt Dia. (in)	Bolt End Distance (in)	Bolt Spacing (in)	Gage Distance From Heel (in)	Gusset Plate Thickness (in)
240	245	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
220	240	L 2 X 2 X 1/8	1	0.625	1.500		1.125	0.375
200	220	L 2 X 2 X 3/16	1	0.625	1.500		1.125	0.375
180	200	L 2 1/2 X 2 1/2 X 3/16	1	0.625	1.500		1.375	0.375
160	180	L 3 X 3 X 3/16	1	0.625	1.500		1.750	0.375
140	160	L 3 X 3 X 3/16	1	0.750	1.500		1.750	0.375
120	140	L 3 X 3 X 1/4	1	0.750	1.625		1.750	0.375
100	120	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
80	100	L 3 1/2 X 3 1/2 X 1/4	1	0.750	1.625		1.750	0.375
60	80	L 4 X 4 X 1/4	1	0.750	1.625		2.000	0.375
40	60	L 4 X 4 X 1/4	2	0.625	1.625	2.1250	2.000	0.500
20	40	L 4 X 4 X 1/4	2	0.625	1.625	2.1250	2.000	0.500
13.33	20	L 4 X 4 X 1/4	2	0.750	1.625	2.5000	2.000	0.500
0	13.33	L 5 X 3 1/2 X 1/4 (SLV)	2	0.750	1.625	2.5000	1.750	0.500

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES

245' S3TL Series HD1 TILLMAN INFRASTRUCTURE, LLC TI-OPP-17195, SC (21-4725-TJH-R1) 2021-04-13 DO

Overall Loads:			
Factored Moment (ft-kips)	12309.01		
Factored Axial (kips)	210.85		
Factored Shear (kips)	78.71		
Individual Leg Loads:		Tower eccentric from mat (ft)=	2.25
Factored Uplift (kips)	452.00		
Factored Download (kips)	519.00		
Factored Shear (kips)	48.00		
Width of Tower (ft)	29	Allowable Bearing Pressure (ksf)	**5.50**
Ultimate Bearing Pressure	11.00	Safety Factor	**2.00**
Bearing Φs	0.75		
Bearing Design Strength (ksf)	8.25	Max. Factored Net Bearing Pressure (ksf)	3.40
Water Table Below Grade (ft)	**999**		
Width of Mat (ft)	35.5	Minimum Mat Width (ft)	35.33
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	6.5		
Bolt Circle Diameter (in)	13.25		
Effective Anchor Bolt Embedment	65.125		
Diameter of Pier (ft)	4	Minimum Pier Diameter (ft)	2.44
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.54
Ht. of Pier Below Ground (ft)	5		
Quantity of Bars in Mat	61		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in^2)	77.27		
Spacing of Bars in Mat (in)	6.98	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	24		
Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	4		
Area of Bars in Pier (in2)	14.43	Minimum Pier A_s (in^2)	9.05
Spacing of Bars in Pier (in)	5.24	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
fy (ksi)	60		
Unit Wt. of Soil (kcf)	0.11		
Unit Wt. of Concrete (kcf)	0.15		
Volume of Concrete (yd^3)	77.69		

MAT FOUNDATION DESIGN BY SABRE INDUSTRIES (CONTINUED)

Two-Way Shear:

Average d (in)	13.73		
ϕv_c (ksi)	0.201	v_u (ksi)	0.171
$\phi v_c = \phi(2 + 4/\beta_c)f'_c{}^{1/2}$	0.302		
$\phi v_c = \phi(\alpha_s d/b_o+2)f'_c{}^{1/2}$	0.223		
$\phi v_c = \phi 4f'_c{}^{1/2}$	0.201		
Shear perimeter, b_o (in)	225.08		
β_c	1		

Stability:

Overturning Design Strength (ft-k)	16615.8	Factored Overturning Moment (ft-k)	12860.0

One-Way Shear:

ϕV_c (kips)	588.5	V_u (kips)	554.5

Pier Design:

Design Tensile Strength (kips)	779.3	Tu (kips)	452.0

Shear:

ϕ	0.75		
V_c (kips)	123.8		
V_s (kips)	226.2	$V_{s,max}$ (kips)	989.2
ϕV_n (kips)	262.5	V_u (kips)	48.0
Maximum Spacing (in)	9.76	(Only if Shear Ties are Required)	
Actual Hook Development (in)	12.46	Req'd Hook Development l_{dh} (in) - Tension	10.96
		Req'd Hook Development l_{dc} (in) - Compression	11.81

Anchor Bolt Pull-Out:

$N_{ua} / \phi N_n$	0.70	$V_{ua} / \phi V_n$	0.15
Pier Rebar Development Length (in)	52.72	Required Length of Development (in)	23.48

Flexure in Slab:

ϕM_n (ft-kips)	4279.6	M_u (ft-kips)	4273.1
a (in)	2.85		
Steel Ratio	0.01321		
β_1	0.825		
Maximum Steel Ratio (ρ_t)	0.0197		
Minimum Steel Ratio	0.0018		

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear	1
Overturning	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Interaction Diagram	1
One-Way Shear	1
Hook Development	1
Minimum Mat Depth	1
Anchor Bolt Punching Shear	1

Sabre Industries™
INNOVATION DELIVERED

April 14, 2021

Mr. Joe Pisano
Tillman Infrastructure, LLC
152 57th Street
New York, NY 10019

RE: 245' S3TL-HD1 Self-Supporting Tower at TI-OPP-17195, SC (Sabre #21-4725-TJH-R1)

Dear Mr. Pisano,

As shown in our Structural Design Report #21-4725-TJH-R1, the above referenced tower has been designed for an Ultimate Wind Speed of 107 mph with no ice and 30 mph with 1.5" ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna Supporting Structures, Antennas and Small Wind Turbine Support Structures".

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

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

Therefore, it is likely that the overall effect of such an extreme wind event would be localized buckling of a tower section. Assuming that the wind pressure profile is similar to that used to design the tower, the tower is most likely to buckle at the location of the highest combined stress ratio in the upper portion of the tower. This would result in the portion of the tower above the failure location "folding over" onto the portion of the tower below the failure location. This would effectively result in a fall radius less than or equal to 50'. *Please note that this letter only applies to the above referenced tower designed and manufactured by Sabre Industries*.

Sincerely,

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 19705 KEITH J. TINDALL

SOUTH CAROLINA SABRE COMMUNICATIONS CORP. No. C02100 CERTIFICATE OF AUTHORIZATION

4/14/21

Keith J. Tindall, P.E., S.E.
Vice President, Telecom Engineering

AT&T Mobility
218 College Street
Greenville, SC 29601

AT&T Site ID: **177-532, FA# *15200570***
Tillman Site ID: ***TIOPP-17195***
Site Address: ***Mt. Bethel Road, Sunset, Pickens County SC 29685***
Latitude: ***34° 54' 53.75" NAD 83 (34.914931°)***
Longitude: ***-82° 47' 46.36" NAD 83 (-82.796211°)***
Date: ***February 12, 2021***

To Whom It May Concern:

AT&T Mobility and Tillman Infrastructure have entered into a joint build-to-suit agreement authorizing Tillman Infrastructure to construct the communication tower referenced above on behalf of AT&T Mobility. Tillman Infrastructure will be the owner and operator of the communication tower under the agreement to construct the tower for AT&T Mobility in addition to leasing and co-locating future tenants on the tower.

The new tower will add to the overall communications network for AT&T Mobility and will fulfill the need for new locations where towers do not exist today. The communication tower will also serve as an opportunity for additional tenants to relocate equipment from current towers. Tillman Infrastructure aligns with AT&T Mobility's commitment to provide customers with improved mobile data speeds, voice call reliability, and mobile network performance. The tower will be an integral part of AT&T Mobility's overall nationwide rollout for its FirstNet mobile network to support first responders (Police, Fire, EMS etc.), and our plan to deploy mobile 5G to keep up with an increasing demand for mobile data usage.

AT&T is committed to installing wireless technology at this tower location once the tower is constructed.

Regards,

Don Slowek

Don Slowek

Senior Real Estate and Construction Manager

AT&T Mobility

Proud Sponsor of the U.S. Olympic Team



Project Name:
TI-OPP-17195

Date:
2/19/2021

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com



Project Name:
TI-OPP-17195

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com

Conceptual Photosimulation:
1 BEFORE



Project Name:
TI-OPP-17195

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com

Conceptual Photosimulation:
1 AFTER



Project Name:
TI-OPP-17195

Conceptual Photosimulation:
2 BEFORE

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com



Project Name:
TI-OPP-17195

Conceptual Photosimulation:
2 AFTER

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com



Project Name:
TI-OPP-17195

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com

Conceptual Photosimulation:
3 BEFORE



Project Name:
TI-OPP-17195

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com

Conceptual Photosimulation:
3 AFTER



Project Name:
TI-OPP-17195

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com

Conceptual Photosimulation:
4 BEFORE



Project Name:
TI-OPP-17195

Conceptual Photosimulation:
4 AFTER

Location
34°54'53.8"
-82°47'46.4"

Prepared For:
TILLMAN INFRASTRUCTURE

Prepared By:
towersource
www.TOWERSOURCEINC.com

Market: Southeast/SC
Cell Site Number: TI-OPP-17195
Cell Site Name: Sunset SC
Search Ring Name:
Fixed Asset Number: 15200570

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap, a married couple, having a mailing address of 608 Mt. Bethel Road, Sunset, South Carolina 29685 ("**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152West 57th Street, New York, New York 10019 ("**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 Mt. Bethel Church Road, Sunset, in the County of Pickens, State of South Carolina 29685 (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 consisting of a 100' x 100' parcel of property including the air space above such ground space together with easements for guy wires and guy anchors, 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, registrations with the Federal Communications Commissions 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 Options contained in this Agreement, Tenant agrees to pay Landlord the sum of Five Hundred Fifty and No/100 Dollars ($550.00) 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**"). If the Option is not exercised during the Initial Term, the term shall automatically renew for an additional one (1) year (the "**Renewal Option Term**"). Tenant shall pay Landlord an additional Five Hundred Fifty and No/100 Dollars ($550.00) within thirty (30) business days after to the start date of the Renewal 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 without the written consent of Landlord. Upon 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, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding 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, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and related activities, 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 tower and 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 (collectively the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the ""**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of one hundred twenty (120) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding 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 shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Property's main entry point to the equipment shelters or cabinets, install a generator(s) and to make other improvements, additions, 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 to the Structure or relocate the Communication Facility or add additional cabinets 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 ten (10) 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 tenth (10th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for sixteen (16) 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 calendar month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the tenth (10th) day of each calendar month in advance, Five Hundred Fifty and No/100 Dollars ($550.00) (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 six percent (6%) over the Rent paid during the previous term.

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

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for 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 or by adding this site as an endorsement on a pre-existing master policy which contains the above limit.

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 2.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** 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, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant, it's subtenants, lessees assigns and licensees 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 (the "Access Easement"). Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**, and upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, suite audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, as 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. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to

reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to 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 Tenant and any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement, in, on under and over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of maintaining and operating the Communication Facility and constructing, operating, upgrading and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as Tenant and such service companies may from time to time require in order to provide such services to the Premises (the "Utility Easement"). Upon Tenant's or service company's request, Landlord will execute a separate recordable Utility 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.

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Landlord shall have the right to assign or otherwise transfer all or a portion of this Agreement and Easement granted herein, upon written notice to Tenant except for the following; any assignment or transfer in whole or part of this Agreement which is separate and distinct from a transfer of Landlord's entire right title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in tenant's sole discretion.

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:
Tillman Infrastructure LLC
152 West 57th Street 27th Floor
New York, New York 10019
Attn: Lease Administration

With a copy to:
Tillman Infrastructure LLC
152 West 57th Street 27th Floor
New York, New York 10019
Attn: Suruchi Ahuja

If to Landlord:
Clarence Elwell Gilstrap, Jr and
Susan G. Gilstrap
608 Mount Bethel Road
Sunset, SC 29685

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 Structure and 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 including the Structure 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 (i) 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 (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 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 and, in addition, a copy of any such notices shall be sent to the below address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10017
Attn: Network Real Estate Administration--Taxes

(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 and 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.

24. **ELECTRONIC SIGNATURE**. The parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmittal version (e.g. via pdf) of an original signature.

25. **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 5.** 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 Tillman Infrastructure 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

EXHIBIT 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. 15200570
Market: Southeast/SC
Cell Site Number: TI-OPP-17195
Cell Site Name: Sunset SC

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this 5th day of March, 20 21, by and between Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap, a married couple having a mailing address of 608 Mt. Bethel Road, Sunset, South Carolina 29685 (hereinafter referred to as "**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as "**Tenant**").

1. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 5th day of March, 20 21, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property located at Mt. Bethel Church Road, Sunset, South Caroline 29685 (the "Real Property), and as is more particularly described on **Exhibit 1** hereto.

2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Sixteen (16) successive automatic Five (5) year options to renew.

3. The portion of the Property being leased to Tenant and associated access and utility easements are described in **Exhibit 2** 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.

6. This Agreement may be signed executed in any number of Counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGE TO FOLLOW-

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

"WITNESSES"

Name: Andrew Gilstrap

Name: Andrew Gilstrap

Name: _____

Name: _____

"LANDLORD"

Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap

By: Clarence Elwell Gilstrap
Print Name: Clarence Elwell Gilstrap, Jr.
Its: _____
Date: 12-27-20

By: Susan G. Gilstrap
Print Name: Susan G. Gilstrap
Its: _____
Date: 12-27-20

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____
Name: Shruchi Ahuja
Its: Authorized Signatory
Date: 3-5-2021

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) **ss.**
COUNTY OF NEW YORK)

On the 5th day of March in the year of 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Suruchi Ahuja Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

Chris Mularadelis
Notary Public, State of New York
No. 02MU6128986
Qualified in New York County
Commission Expires September 3, 2021

LANDLORD ACKNOWLEDGMENT

STATE OF South Carolina)
) ss.
COUNTY OF Pickens)

The foregoing instrument was acknowledged before me this 27th day of December, 2020, by Clarence Elwell Gilstrap, Jr, (✓) who is personally known to me OR ( ) who has produced _____ as identification.

WITNESS my hand and official seal.

Signature: Jonathan Skeen
My Commission Expires: 12-22-21
Commission Number: _____

JONATHAN SKEEN NOTARY PUBLIC SOUTH CAROLINA

LANDLORD ACKNOWLEDGMENT

STATE OF South Carolina)
) ss.
COUNTY OF Pickens)

The foregoing instrument was acknowledged before me this 27th day of December, 2020, by Susan G. Gilstrap, (✓) who is personally known to me OR ( ) who has produced _____ as identification.

WITNESS my hand and official seal.

Signature: Jonathan Skeen
My Commission Expires: 12-22-21
Commission Number: _____

JONATHAN SKEEN NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT 1

Description of Real Property

PARCEL 1:
All that certain place, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, near Mt. Bethel Church about Seven (7) miles Northwest of Pickens, and containing Three (3.0) acres, more or less, and being bounded on the North by property of Ed Nix, West by Lannie Grant, East by surface treated road, South by property of Mrs. Lannie Hudson, and being all of the land I.C.E. Gilstrap, own on the West side of the road. This being a part of the land conveyed to me, C.E. Gilstrap, by Ed Lusk. The said surface treated road being the dividing line between me and my son, Ernest B. Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Barbara Aliene Gilstrap, by Deed dated August 18, 1975, recorded March 29, 1976, in Book 13-A, Page 889.

PARCEL 2:
All that certain piece, parcel, or tract of land lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township, about seven miles west from the Town of Pickens, and containing Fifty One (51) acres, more or less, and adjoining lands with Estate of J.W. Grant on the North and Northwest; lands with Kirksey Estate on the East; lands with Ed Nix on the South and Southwest and lands with Barbara Gilstrap being the tract of land conveyed to me by E.E. Lusk, LESS HOWEVER, Three (3) acres which C.E. Gilstrap conveyed to Ernest Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Myrtie H. Gilstrap, by Deed dated August 16, 1975, recorded March 29, 1976, in Book 13-A, Page 888.

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILTY EASEMENT

to the Memorandum of Lease dated _____, 20___, by and between Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap, a married couple, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

30' INGRESS-EGRESS & UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Ingress-Egress and Utility Easement (15 feet each side of centerline) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197 and the true POINT OF BEGINNING; Thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; Thence North 64°58'51" West, 62.55 feet to the ENDING at a point on the Lease Area.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

LEASE AREA
TILLMAN INFRASTRUCTURE, LLC.
15200570

All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point; thence, South 16°08'09" West, 25.00 feet to a point and the true POINT OF BEGINNING; Thence, North 73°51'51" West, 100.00 feet to a point; Thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 100.00 feet to a point; Thence, South 16°08'09" West, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #1
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 21.13 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, South 13°51'51" West, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #2
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 73°51'51" West, 145.00 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #3
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 78.87 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 46°08'09" East, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

16' UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

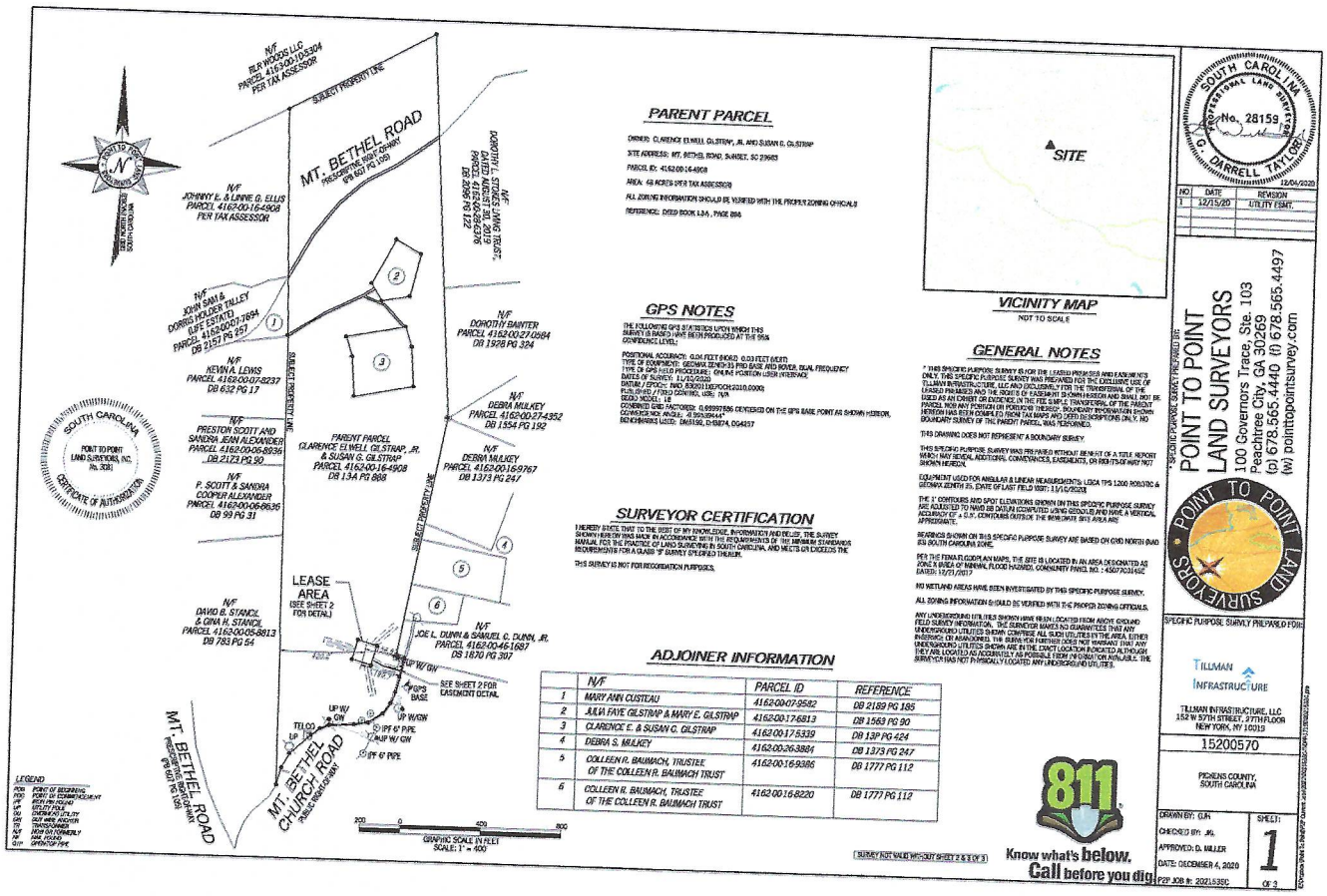
All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence running for a tie line, South 73°02'16" East, 22.93 feet to a point and the true POINT OF BEGINNING; Thence, South 77°05'55" East, 16.00 feet to a point; Thence, South 12°54'05" West, 45.74 feet to a point; Thence, North 78°15'25" West, 16.00 feet to a point; Thence, North 12°54'05" East, 46.06 feet to a point and the true POINT OF BEGINNING.

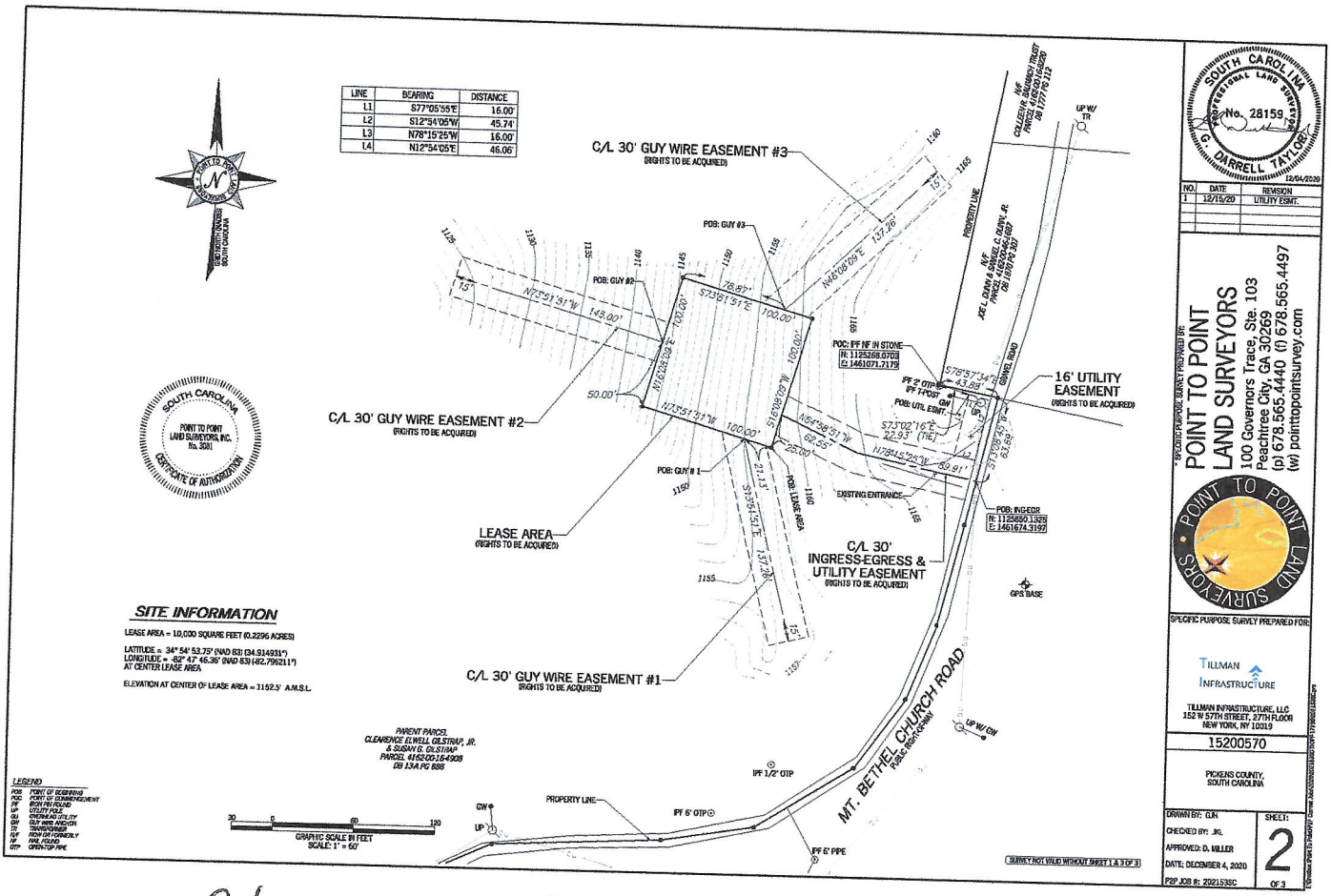
Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.0169 acres (734 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals



	N/F	PARCEL ID	REFERENCE
1	MARY ANN CUSTEAU	4162-00-07-9582	DB 2189 PG 185
2	JULIA FAYE GILSTRAP & MARY E. GILSTRAP	4162-00-17-6813	DB 1563 PG 90
3	CLARENCE E. & SUSAN C. GILSTRAP	4162-00-17-5339	DB 13P PG 424
4	DEBRA S. MULKEY	4162-00-26-3884	DB 1373 PG 247
5	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-9386	DB 1777 PG 112
6	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-8220	DB 1777 PG 112



LINE	BEARING	DISTANCE
L1	S77°05'55"E	16.00'
L2	S12°54'05"W	45.74'
L3	N78°15'25"W	16.00'
L4	N12°54'05"E	46.06'

SITE INFORMATION

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 34° 54' 53.75" (NAD 83) (34.914931°)
LONGITUDE = -82° 47' 46.36" (NAD 83) (-82.796211°)
AT CENTER LEASE AREA

ELEVATION AT CENTER OF LEASE AREA = 1152.5' A.M.S.L.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 28159 DARRELL TAYLOR 12/04/2020

NO.	DATE	REVISION
1	12/15/20	UTILITY ESMT.

SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 27TH FLOOR
NEW YORK, NY 10019

15200570

PICKENS COUNTY, SOUTH CAROLINA

DRAWN BY: CLN
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: DECEMBER 4, 2020
P2P JOB #: 2021539C

SHEET: 2 OF 3

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION POINT TO POINT LAND SURVEYORS, INC. No. 3581

Clarence Elwell Gilstrap Jr
Susan G. Gilstrap

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.

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, including any Subordination, Non-Disturbance and Attornment Agreement.

(q) **Confidentiality**. The terms and conditions of this Agreement are confidential between the parties and Landlord shall not disclose the same to anyone else, except to Landlord's accountant, attorney and as agreed to by the Parties (except as to sublessees), or as is necessary to effectuate the terms of this Agreement. Any Disclosure in violation of this Section shall be deemed a material breach of this Agreement.

(r) **Estoppel**. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(s) **Rules Against Perpetuities**. If this Agreement or any covenants or provisions herein would otherwise be unlawful, void or voidable for violation of the Rule against Perpetuities, then the same shall continue until 20 years and 6 months after the date of death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State in which the Premises is located who are serving on the date of this Agreement

(t) **Security Interest**. Tenant has the right to assign, mortgage or grant a security interest in all or a portion of Tenant's interest in and to this Agreement, Premises, the Structure, Communication Facility, equipment and Easements, and may assign such Tenant's interests to any such assignee, mortgagees, or holders of security interests, all without Landlord's consent ("Secured Party" or, collectively, "Secured Parties"). If requested, Lessor shall execute such consent to Tenant's financing as may reasonably be required by Secured Parties.

[SIGNATURE PAGES TO FOLLOW]

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

"WITNESSES"

Andrew Gilstrap
Name: Andrew Gilstrap

Andrew Gilstrap
Name: Andrew Gilstrap

"LANDLORD"

Clarence Elwell Gilstrap, Jr and Susan G. Gilstrap

By: Clarence Elwell Gilstrap Jr
Print Name: Clarence Elwell Gilstrap, Jr.
Its: _____
Date: 12-27-20

By: Susan G. Gilstrap
Print Name: Susan G. Gilstrap
Its: _____
Date: 12-27-20

INDIVIDUAL ACKNOWLEDGMENT

STATE OF South Carolina)
) ss:
COUNTY OF Pickens)

BE IT REMEMBERED, that on this 27th day of December, 20 20 before me, the subscriber, a person authorized to take oaths in the State of South Carolina, personally appeared Clarence Elwell Gilstrap, Jr who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Jonathan Sheriff
Notary Public: Jonathan Sheriff
My Commission Expires: 12-22-21

STATE OF South Carolina)
) ss:
COUNTY OF Pickens)

BE IT REMEMBERED, that on this 27th day of December, 20 20 before me, the subscriber, a person authorized to take oaths in the State of South Carolina, personally appeared Susan G. Gilstrap who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Jonathan Sheriff
Notary Public: Jonathan Sheriff
My Commission Expires: 12-22-21

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

"WITNESSES"

_____
Name: _____

_____
Name: _____

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____
Name: Siruchi Ahuja
Its: Authorized Signatory
Date: 3-5-2021

ACKNOWLEDGMENT FOR TENANT

STATE OF NEW YORK)
) **ss.**
COUNTY OF NEW YORK)

On the 5th day of March in the year of 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Siruchi Ahuja, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

Chris Mularadelis
Notary Public, State of New York
No. 02MU6128986
Qualified in New York County
Commission Expires September 3, 2021

Exhibit 1

Description of the Premises & Access and Utility Easements:

to the Option and Lease Agreement dated March 5, 2021, by and between Clarence Elwell Gilstrap, Jr and Susan G. Gilstrap, a married couple, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land referred to herein below is situated in the County of Pickens, State of SC, and is described as follows:

PARCEL 1:
All that certain place, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, near Mt. Bethel Church about Seven (7) miles Northwest of Pickens, and containing Three (3.0) acres, more or less, and being bounded on the North by property of Ed Nix, West by Lannie Grant, East by surface treated road, South by property of Mrs. Lannie Hudson, and being all of the land I.C.E. Gilstrap, own on the West side of the road. This being a part of the land conveyed to me, C.E. Gilstrap, by Ed Lusk. The said surface treated road being the dividing line between me and my son, Ernest B. Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Barbara Aliene Gilstrap, by Deed dated August 18, 1975, recorded March 29, 1976, in Book 13-A, Page 889.

PARCEL 2:
All that certain piece, parcel, or tract of land lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township, about seven miles west from the Town of Pickens, and containing Fifty One (51) acres, more or less, and adjoining lands with Estate of J.W. Grant on the North and Northwest; lands with Kirksey Estate on the East; lands with Ed Nix on the South and Southwest and lands with Barbara Gilstrap being the tract of land conveyed to me by E.E. Lusk, LESS HOWEVER, Three (3) acres which C.E. Gilstrap conveyed to Ernest Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Myrtie H. Gilstrap, by Deed dated August 16, 1975, recorded March 29, 1976, in Book 13-A, Page 888.

The Premises are described and/or depicted as follows:

30' INGRESS-EGRESS & UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Ingress-Egress and Utility Easement (15 feet each side of centerline) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197 and the true POINT OF BEGINNING; Thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; Thence North 64°58'51" West, 62.55 feet to the ENDING at a point on the Lease Area.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

LEASE AREA
TILLMAN INFRASTRUCTURE, LLC.
15200570

All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point; thence, South 16°08'09" West, 25.00 feet to a point and the true POINT OF BEGINNING; Thence, North 73°51'51" West, 100.00 feet to a point; Thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 100.00 feet to a point; Thence, South 16°08'09" West, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #1
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 21.13 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, South 13°51'51" West, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

30' GUY WIRE EASEMENT #2
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 73°51'51" West, 145.00 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #3
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 78.87 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 46°08'09" East, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

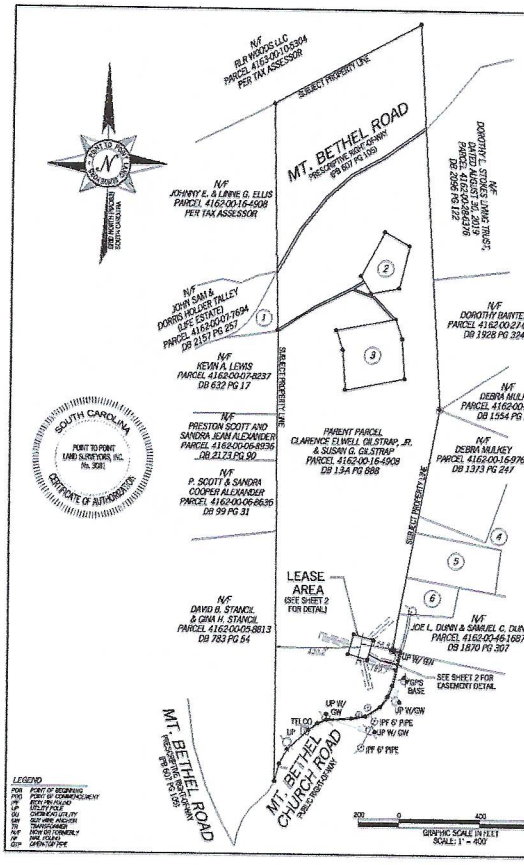
16' UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence running for a tie line, South 73°02'16" East, 22.93 feet to a point and the true POINT OF BEGINNING; Thence, South 77°05'55" East, 16.00 feet to a point; Thence, South 12°54'05" West, 45.74 feet to a point; Thence, North 78°15'25" West, 16.00 feet to a point; Thence, North 12°54'05" East, 46.06 feet to a point and the true POINT OF BEGINNING.

Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.0169 acres (734 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.



PARENT PARCEL

OWNER: CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP

SITE ADDRESS: MT. BETHEL ROAD, SUNSET, SC 29685

PARCEL ID: 4162-00-16-4908

AREA: 48 ACRES (PER TAX ASSESSOR)

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCE: DEED BOOK 13-A, PAGE 888

GPS NOTES

THE FOLLOWING GPS SYSTEMS(S) UPON WHICH THIS SURVEY IS BASED WAS BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HOR.), 0.03 FEET (VERT.)
TYPE OF EQUIPMENT: GEOMAX ZENITH 25 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER (NERAC)
DATES OF SURVEY: 11/10/2020
DATUM / EPOCH: NAD 83(2011)(EPOCH:2010.0000)
PUB./DIST. / CORS ID(S) USED: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99997886 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -0°25'39.447"
BENCHMARKS USED: DB5180, D13074, DG4257

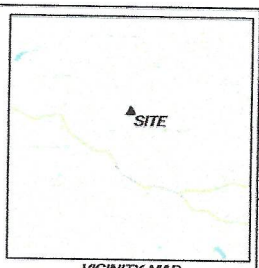
SURVEYOR CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY SPECIFIED THEREIN.

THIS SURVEY IS NOT FOR RECORDATION PURPOSES.

ADJOINER INFORMATION

	N/F	PARCEL ID	REFERENCE
1	MARY ANN CUSTEAU	4162-00-07-9582	DB 2189 PG 185
2	JULIA FAYE GILSTRAP & MARY E. GILSTRAP	4162-00-17-6813	DB 1563 PG 90
3	CLARENCE E. & SUSAN G. GILSTRAP	4162-00-17-5339	DB 13P PG 424
4	DEBRA S. MULKEY	4162-00-26-3881	DB 1373 PG 241
5	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-5386	DB 1777 PG 112
6	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-8220	DB 1777 PG 112



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF TILLMAN INFRASTRUCTURE, LLC AND EXCLUSIVELY FOR THE TRANSFERAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN ABSTRACT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON WAS BEING DOWN BY FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 25, (DATE OF LAST FIELD VISIT: 11/10/2020)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5', CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) SOUTH CAROLINA ZONE.

PER THE FEMA FLOOD INSURANCE RATE MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD, COMMUNITY PANEL NO.: 45077C0165E DATED: 12/21/2017

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

811
Know what's below.
Call before you dig.

SURVEY NOT VALID WITHOUT SHEET 2 & 3 OF 3

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 28159
D. DARRELL TAYLOR
10/04/2020

NO	DATE	REVISION
1	12/15/20	UTILITY ESMT.

POINT TO POINT
LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

"SPECIFIC PURPOSE SURVEY PREPARED BY:

"SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

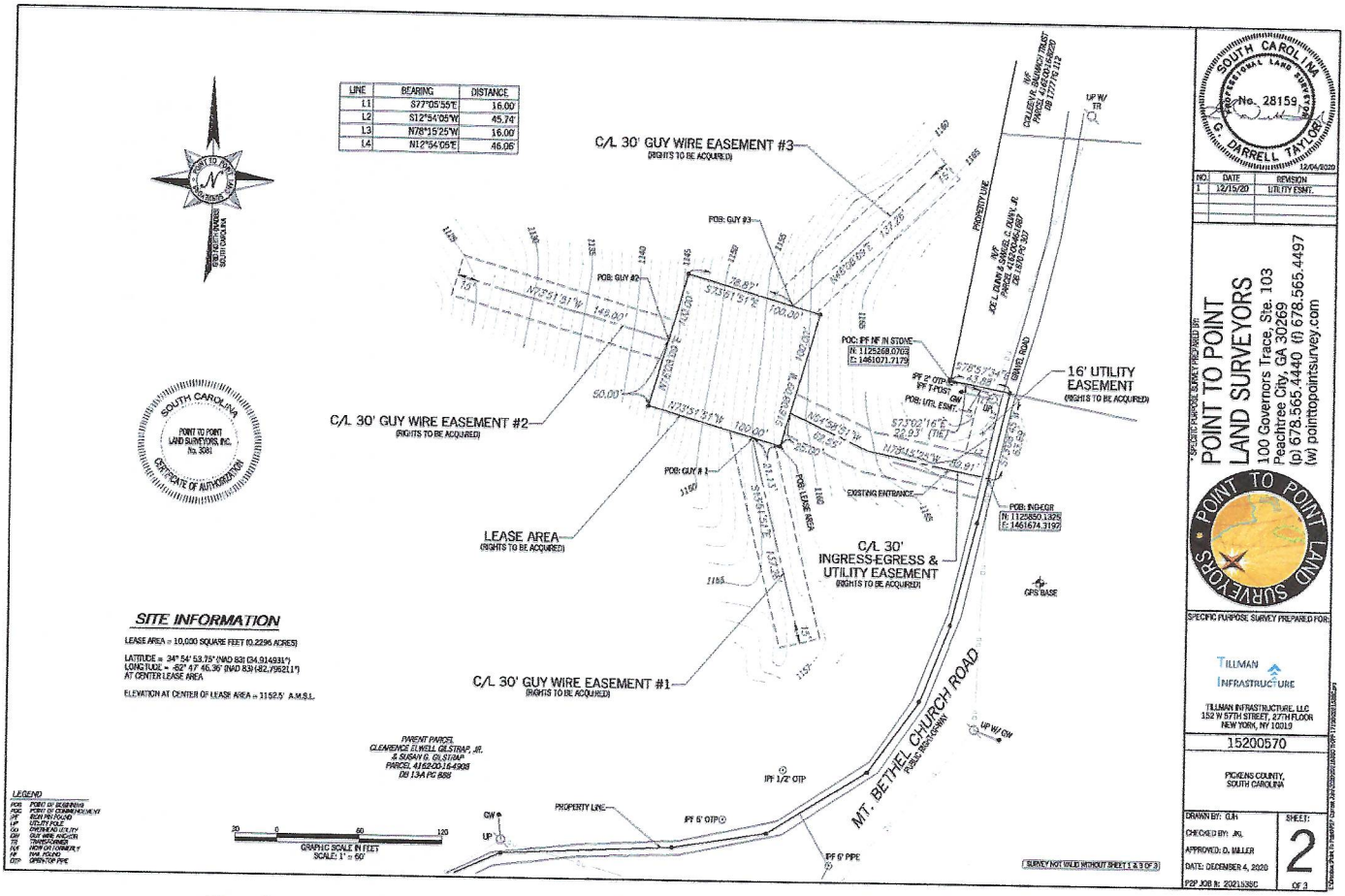
TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 57TH FLOOR
NEW YORK, NY 10019

15200570

PICKENS COUNTY,
SOUTH CAROLINA

DRAWN BY: GJH
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: DECEMBER 4, 2020
P2P JOB #: 20215380

SHEET:
1
OF 3



Clarence Elwell Gilstrap Jr

Susan G. Gilstrap

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 2

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(FOLLOWS ON THE NEXT PAGE

Prepared by and Return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. 15200570
Market: Southeast/SC
Cell Site Number: TI-OPP-17195
Cell Site Name: Sunset SC

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the leasehold premises along with the access and utility easement are collectively referred to as the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage and other related collateral documents (collectively the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ ($_____) Dollars, which Mortgage has been recorded in Book ___, Page _____ for _____ County, _____; 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.

8. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signature Pages Follows]

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

WITNESSES:

_____
Name: _____

_____
Name: _____

LANDLORD:

_____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, partner on behalf of _____, a _____ partnership, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____[name of representative], the _____[title] of the corporation, ( ) who is personally known OR ( ) who has produced _____as identification.

_____
Notary Public

My Commission Expires: _____

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

WITNESSES:

_____
Name: _____

_____
Name: _____

TENANT:

Tillman Infrastructure LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) **ss.**
COUNTY OF NEW YORK)

On the ____ day of _____ in the year of 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared_____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

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

WITNESSES:

_____
Name: _____

_____
Name: _____

MORTGAGEE:

_____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20___ by _____ [name of representative] the _____[title] of _____[name of banking institution], a _____ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

EXHIBIT 1 OF SNDA

DESCRIPTION OF PREMISES

The Property is legally described as follows:

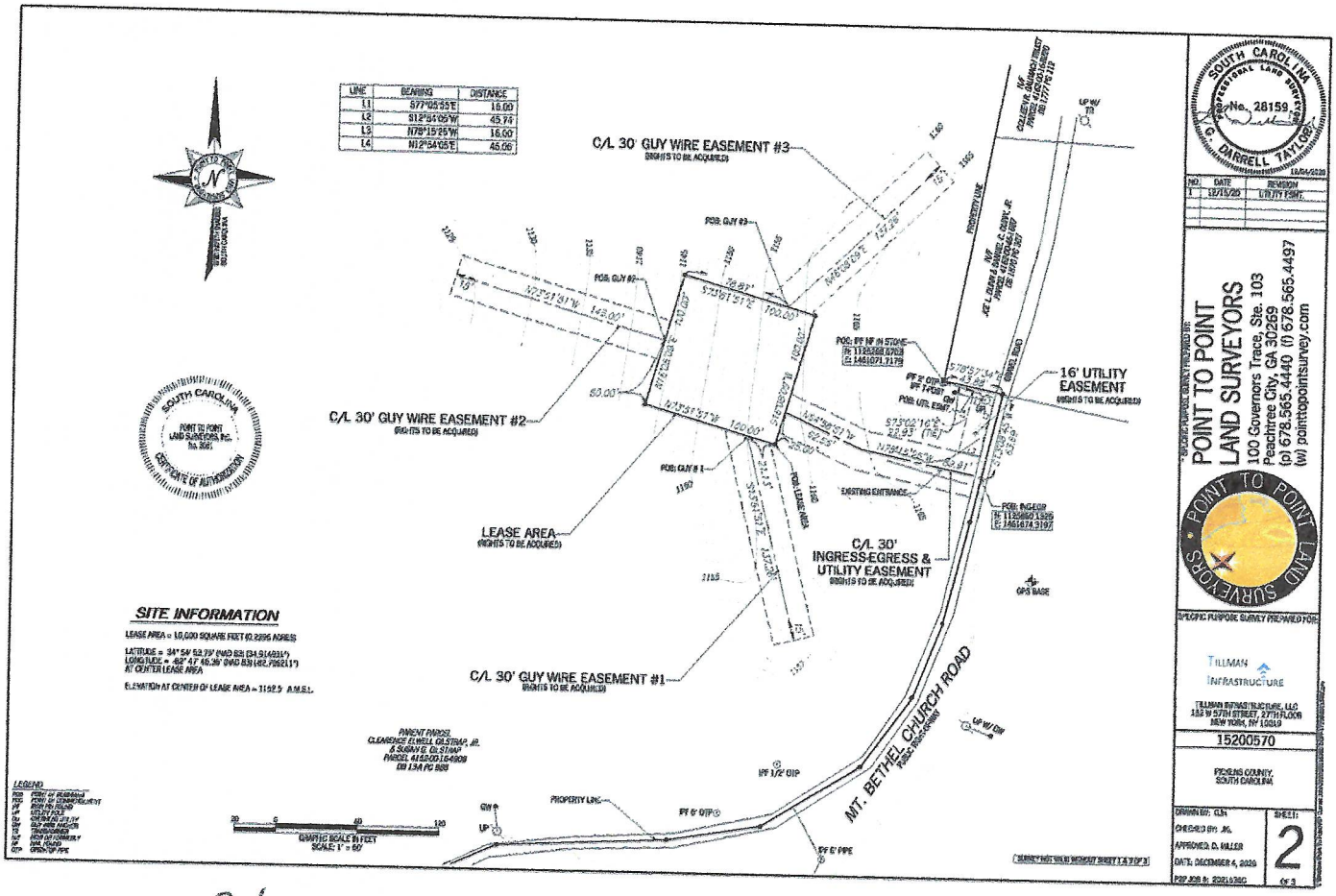
PARCEL 1:
All that certain place, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, near Mt. Bethel Church about Seven (7) miles Northwest of Pickens, and containing Three (3.0) acres, more or less, and being bounded on the North by property of Ed Nix, West by Lannie Grant, East by surface treated road, South by property of Mrs. Lannie Hudson, and being all of the land I.C.E. Gilstrap, own on the West side of the road. This being a part of the land conveyed to me, C.E. Gilstrap, by Ed Lusk. The said surface treated road being the dividing line between me and my son, Ernest B. Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Barbara Aliene Gilstrap, by Deed dated August 18, 1975, recorded March 29, 1976, in Book 13-A, Page 889.

PARCEL 2:
All that certain piece, parcel, or tract of land lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township, about seven miles west from the Town of Pickens, and containing Fifty One (51) acres, more or less, and adjoining lands with Estate of J.W. Grant on the North and Northwest; lands with Kirksey Estate on the East; lands with Ed Nix on the South and Southwest and lands with Barbara Gilstrap being the tract of land conveyed to me by E.E. Lusk, LESS HOWEVER, Three (3) acres which C.E. Gilstrap conveyed to Ernest Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Myrtie H. Gilstrap, by Deed dated August 16, 1975, recorded March 29, 1976, in Book 13-A, Page 888.

The Premises is legally described as follows:



Clarence Elwell Gilstrap Jr
Susan G. Gilstrap

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 3

ENVIRONMENTAL DISCLOSURE

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

[INSERT AS APPLICABLE]

EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

Market: Southeast/SC
Cell Site Number: TI-OPP-17195
Cell Site Name: Sunset SC
Search Ring Name:
Fixed Asset Number: 15200570

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap, a married couple, having a mailing address of 608 Mt. Bethel Road, Sunset, South Carolina 29685 ("**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152West 57th Street, New York, New York 10019 ("**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 Mt. Bethel Church Road, Sunset, in the County of Pickens, State of South Carolina 29685 (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 consisting of a 100' x 100' parcel of property including the air space above such ground space together with easements for guy wires and guy anchors, 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, registrations with the Federal Communications Commissions 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 Options contained in this Agreement, Tenant agrees to pay Landlord the sum of Five Hundred Fifty and No/100 Dollars ($550.00) 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**"). If the Option is not exercised during the Initial Term, the term shall automatically renew for an additional one (1) year (the "**Renewal Option Term**"). Tenant shall pay Landlord an additional Five Hundred Fifty and No/100 Dollars ($550.00) within thirty (30) business days after to the start date of the Renewal 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 without the written consent of Landlord. Upon 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, the Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding 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, the Property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and related activities, 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 tower and 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 (collectively the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the ""**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of one hundred twenty (120) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding 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 shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Property's main entry point to the equipment shelters or cabinets, install a generator(s) and to make other improvements, additions, 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 to the Structure or relocate the Communication Facility or add additional cabinets 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 ten (10) 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 tenth (10th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for sixteen (16) 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 calendar month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the tenth (10th) day of each calendar month in advance, Five Hundred Fifty and No/100 Dollars ($550.00) (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 six percent (6%) over the Rent paid during the previous term.

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

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for 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 or by adding this site as an endorsement on a pre-existing master policy which contains the above limit.

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 2.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** 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, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant, it's subtenants, lessees assigns and licensees 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 (the "Access Easement"). Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 4**, and upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. If Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, suite audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, as 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. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, $500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

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

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to

reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to 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 Tenant and any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement, in, on under and over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of maintaining and operating the Communication Facility and constructing, operating, upgrading and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as Tenant and such service companies may from time to time require in order to provide such services to the Premises (the "Utility Easement"). Upon Tenant's or service company's request, Landlord will execute a separate recordable Utility 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.

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment. Landlord shall have the right to assign or otherwise transfer all or a portion of this Agreement and Easement granted herein, upon written notice to Tenant except for the following; any assignment or transfer in whole or part of this Agreement which is separate and distinct from a transfer of Landlord's entire right title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in tenant's sole discretion.

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:
Tillman Infrastructure LLC
152 West 57th Street 27th Floor
New York, New York 10019
Attn: Lease Administration

With a copy to:
Tillman Infrastructure LLC
152 West 57th Street 27th Floor
New York, New York 10019
Attn: Suruchi Ahuja

If to Landlord:
Clarence Elwell Gilstrap, Jr and
Susan G. Gilstrap
608 Mount Bethel Road
Sunset, SC 29685

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 Structure and 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 including the Structure 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 (i) 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 (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 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 and, in addition, a copy of any such notices shall be sent to the below address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10017
Attn: Network Real Estate Administration--Taxes

(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 and 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.

24. **ELECTRONIC SIGNATURE**. The parties acknowledge and agree that this Lease may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmittal version (e.g. via pdf) of an original signature.

25. **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 5.** 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 Tillman Infrastructure 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

EXHIBIT 5

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. 15200570
Market: Southeast/SC
Cell Site Number: TI-OPP-17195
Cell Site Name: Sunset SC

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this 5th day of March, 20 21, by and between Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap, a married couple having a mailing address of 608 Mt. Bethel Road, Sunset, South Carolina 29685 (hereinafter referred to as "**Landlord**") and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as "**Tenant**").

1. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 5th day of March, 20 21, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property located at Mt. Bethel Church Road, Sunset, South Caroline 29685 (the "Real Property), and as is more particularly described on **Exhibit 1** hereto.

2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with Sixteen (16) successive automatic Five (5) year options to renew.

3. The portion of the Property being leased to Tenant and associated access and utility easements are described in **Exhibit 2** 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.

6. This Agreement may be signed executed in any number of Counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGE TO FOLLOW-

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

"WITNESSES"

Name: Andrew Gilstrap

Name: Andrew Gilstrap

Name: _____

Name: _____

"LANDLORD"

Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap

By: Clarence Elwell Gilstrap
Print Name: Clarence Elwell Gilstrap, Jr.
Its: _____
Date: 12-27-20

By: Susan G. Gilstrap
Print Name: Susan G. Gilstrap
Its: _____
Date: 12-27-20

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____
Name: Shruchi Ahuja
Its: Authorized Signatory
Date: 3-5-2021

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) **ss.**
COUNTY OF NEW YORK)

On the 5th day of March in the year of 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Suruchi Ahuja Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

Chris Mularadelis
Notary Public, State of New York
No. 02MU6128986
Qualified in New York County
Commission Expires September 3, 2021

LANDLORD ACKNOWLEDGMENT

STATE OF South Carolina)
) ss.
COUNTY OF Pickens)

The foregoing instrument was acknowledged before me this 27th day of December, 2020, by Clarence Elwell Gilstrap, Jr, (✓) who is personally known to me OR ( ) who has produced _____ as identification.

WITNESS my hand and official seal.

Signature: Jonathan Skeen
My Commission Expires: 12-22-21
Commission Number: _____

JONATHAN SKEEN NOTARY PUBLIC SOUTH CAROLINA

LANDLORD ACKNOWLEDGMENT

STATE OF South Carolina)
) ss.
COUNTY OF Pickens)

The foregoing instrument was acknowledged before me this 27th day of December, 2020, by Susan G. Gilstrap, (✓) who is personally known to me OR ( ) who has produced _____ as identification.

WITNESS my hand and official seal.

Signature: Jonathan Skeen
My Commission Expires: 12-22-21
Commission Number: _____

JONATHAN SKEEN NOTARY PUBLIC SOUTH CAROLINA

EXHIBIT 1

Description of Real Property

PARCEL 1:
All that certain place, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, near Mt. Bethel Church about Seven (7) miles Northwest of Pickens, and containing Three (3.0) acres, more or less, and being bounded on the North by property of Ed Nix, West by Lannie Grant, East by surface treated road, South by property of Mrs. Lannie Hudson, and being all of the land I.C.E. Gilstrap, own on the West side of the road. This being a part of the land conveyed to me, C.E. Gilstrap, by Ed Lusk. The said surface treated road being the dividing line between me and my son, Ernest B. Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Barbara Aliene Gilstrap, by Deed dated August 18, 1975, recorded March 29, 1976, in Book 13-A, Page 889.

PARCEL 2:
All that certain piece, parcel, or tract of land lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township, about seven miles west from the Town of Pickens, and containing Fifty One (51) acres, more or less, and adjoining lands with Estate of J.W. Grant on the North and Northwest; lands with Kirksey Estate on the East; lands with Ed Nix on the South and Southwest and lands with Barbara Gilstrap being the tract of land conveyed to me by E.E. Lusk, LESS HOWEVER, Three (3) acres which C.E. Gilstrap conveyed to Ernest Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Myrtie H. Gilstrap, by Deed dated August 16, 1975, recorded March 29, 1976, in Book 13-A, Page 888.

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILTY EASEMENT

to the Memorandum of Lease dated _____, 20___, by and between Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap, a married couple, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

30' INGRESS-EGRESS & UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Ingress-Egress and Utility Easement (15 feet each side of centerline) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197 and the true POINT OF BEGINNING; Thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; Thence North 64°58'51" West, 62.55 feet to the ENDING at a point on the Lease Area.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

LEASE AREA
TILLMAN INFRASTRUCTURE, LLC.
15200570

All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point; thence, South 16°08'09" West, 25.00 feet to a point and the true POINT OF BEGINNING; Thence, North 73°51'51" West, 100.00 feet to a point; Thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 100.00 feet to a point; Thence, South 16°08'09" West, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #1
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 21.13 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, South 13°51'51" West, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #2
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 73°51'51" West, 145.00 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #3
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 78.87 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 46°08'09" East, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

16' UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

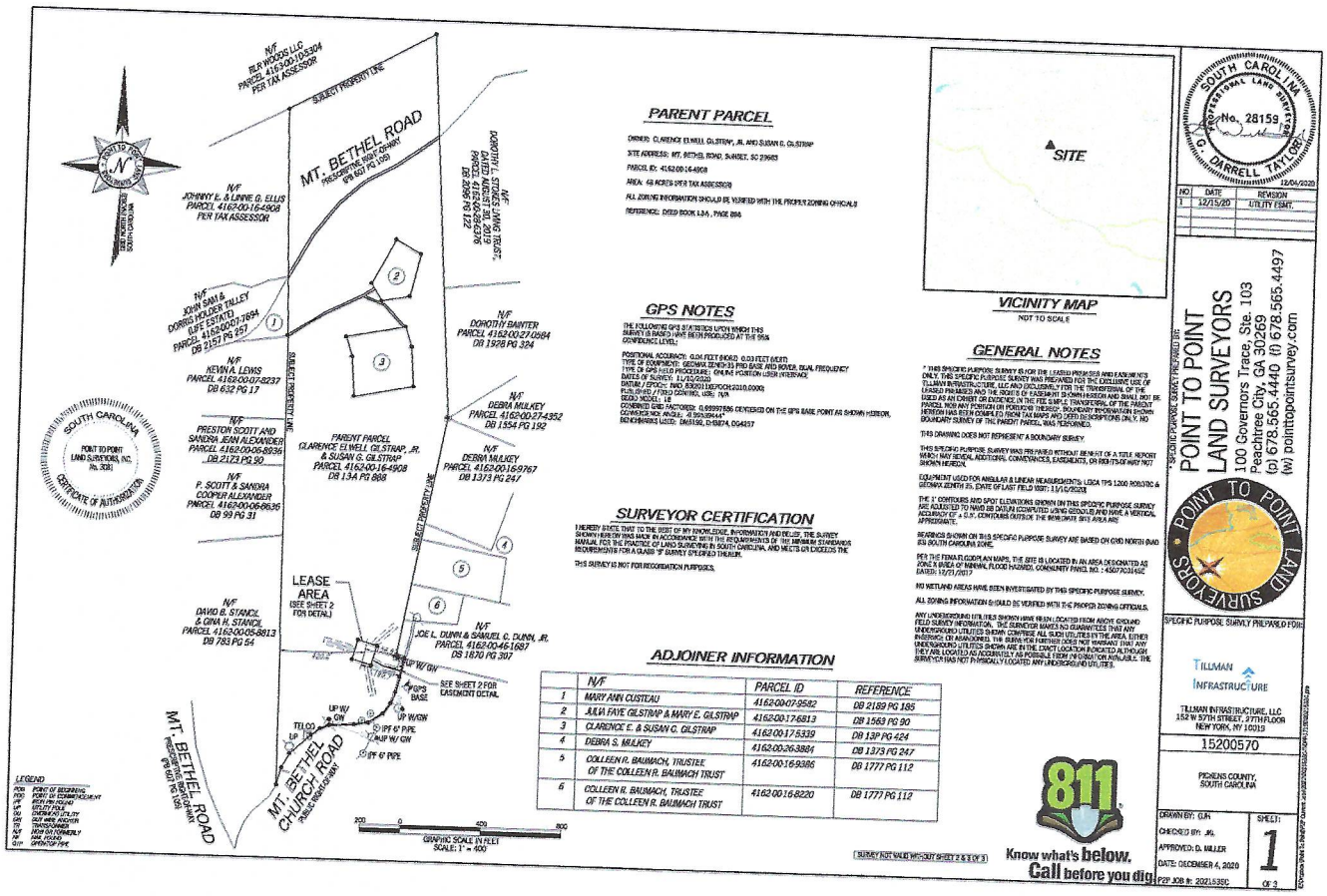
All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence running for a tie line, South 73°02'16" East, 22.93 feet to a point and the true POINT OF BEGINNING; Thence, South 77°05'55" East, 16.00 feet to a point; Thence, South 12°54'05" West, 45.74 feet to a point; Thence, North 78°15'25" West, 16.00 feet to a point; Thence, North 12°54'05" East, 46.06 feet to a point and the true POINT OF BEGINNING.

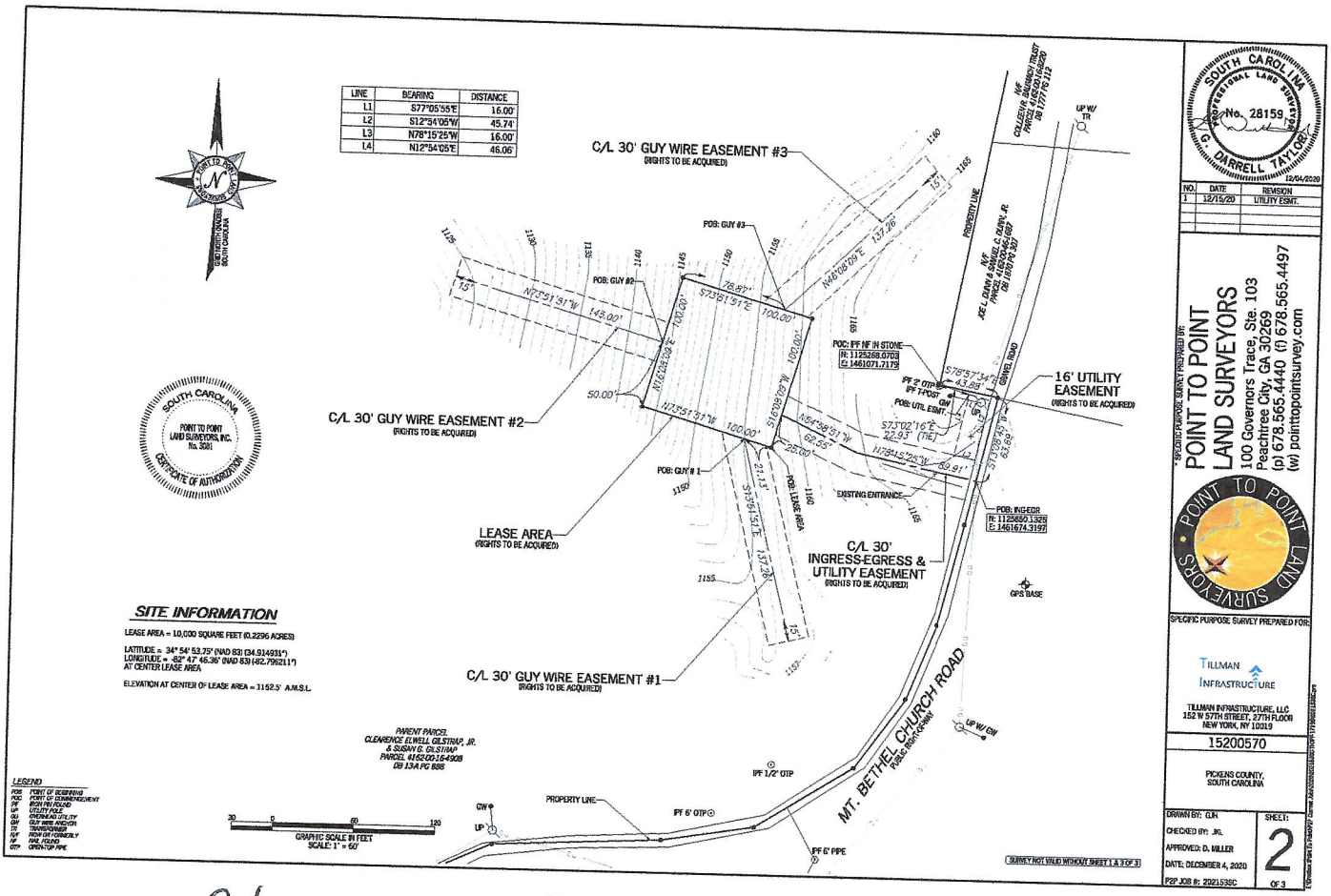
Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.0169 acres (734 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals



	N/F	PARCEL ID	REFERENCE
1	MARY ANN CUSTEAU	4162-00-07-9582	DB 2189 PG 185
2	JULIA FAYE GILSTRAP & MARY E. GILSTRAP	4162-00-17-6813	DB 1563 PG 90
3	CLARENCE E. & SUSAN C. GILSTRAP	4162-00-17-5339	DB 13P PG 424
4	DEBRA S. MULKEY	4162-00-26-3884	DB 1373 PG 247
5	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-9386	DB 1777 PG 112
6	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-8220	DB 1777 PG 112



LINE	BEARING	DISTANCE
L1	S77°05'55"E	16.00'
L2	S12°54'05"W	45.74'
L3	N78°15'25"W	16.00'
L4	N12°54'05"E	46.06'

SITE INFORMATION

LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 34° 54' 53.75" (NAD 83) (34.914931°)
LONGITUDE = -82° 47' 46.36" (NAD 83) (-82.796211°)
AT CENTER LEASE AREA

ELEVATION AT CENTER OF LEASE AREA = 1152.5' A.M.S.L.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 28159 DARRELL TAYLOR 12/04/2020

NO.	DATE	REVISION
1	12/15/20	UTILITY ESMT.

SPECIFIC PURPOSE SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 27TH FLOOR
NEW YORK, NY 10019

15200570

PICKENS COUNTY, SOUTH CAROLINA

DRAWN BY: CLN
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: DECEMBER 4, 2020
P2P JOB #: 2021539C

SHEET: 2 OF 3

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION POINT TO POINT LAND SURVEYORS, INC. No. 3581

Clarence Elwell Gilstrap Jr
Susan G. Gilstrap

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.

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, including any Subordination, Non-Disturbance and Attornment Agreement.

(q) **Confidentiality**. The terms and conditions of this Agreement are confidential between the parties and Landlord shall not disclose the same to anyone else, except to Landlord's accountant, attorney and as agreed to by the Parties (except as to sublessees), or as is necessary to effectuate the terms of this Agreement. Any Disclosure in violation of this Section shall be deemed a material breach of this Agreement.

(r) **Estoppel**. Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(s) **Rules Against Perpetuities**. If this Agreement or any covenants or provisions herein would otherwise be unlawful, void or voidable for violation of the Rule against Perpetuities, then the same shall continue until 20 years and 6 months after the date of death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State in which the Premises is located who are serving on the date of this Agreement

(t) **Security Interest**. Tenant has the right to assign, mortgage or grant a security interest in all or a portion of Tenant's interest in and to this Agreement, Premises, the Structure, Communication Facility, equipment and Easements, and may assign such Tenant's interests to any such assignee, mortgagees, or holders of security interests, all without Landlord's consent ("Secured Party" or, collectively, "Secured Parties"). If requested, Lessor shall execute such consent to Tenant's financing as may reasonably be required by Secured Parties.

[SIGNATURE PAGES TO FOLLOW]

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

"WITNESSES"

Andrew Gilstrap
Name: Andrew Gilstrap

Andrew Gilstrap
Name: Andrew Gilstrap

"LANDLORD"

Clarence Elwell Gilstrap, Jr and Susan G. Gilstrap

By: Clarence Elwell Gilstrap Jr
Print Name: Clarence Elwell Gilstrap, Jr.
Its: _____
Date: 12-27-20

By: Susan G. Gilstrap
Print Name: Susan G. Gilstrap
Its: _____
Date: 12-27-20

INDIVIDUAL ACKNOWLEDGMENT

STATE OF South Carolina)
) ss:
COUNTY OF Pickens)

BE IT REMEMBERED, that on this 27th day of December, 20 20 before me, the subscriber, a person authorized to take oaths in the State of South Carolina, personally appeared Clarence Elwell Gilstrap, Jr who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Jonathan Sheriff
Notary Public: Jonathan Sheriff
My Commission Expires: 12-22-21

STATE OF South Carolina)
) ss:
COUNTY OF Pickens)

BE IT REMEMBERED, that on this 27th day of December, 20 20 before me, the subscriber, a person authorized to take oaths in the State of South Carolina, personally appeared Susan G. Gilstrap who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Jonathan Sheriff
Notary Public: Jonathan Sheriff
My Commission Expires: 12-22-21

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

"WITNESSES"

_____
Name: _____

_____
Name: _____

"TENANT"

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____
Name: Siruchi Ahuja
Its: Authorized Signatory
Date: 3-5-2021

ACKNOWLEDGMENT FOR TENANT

STATE OF NEW YORK)
) **ss.**
COUNTY OF NEW YORK)

On the 5th day of March in the year of 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Siruchi Ahuja, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

Chris Mularadelis
Notary Public, State of New York
No. 02MU6128986
Qualified in New York County
Commission Expires September 3, 2021

Exhibit 1

Description of the Premises & Access and Utility Easements:

to the Option and Lease Agreement dated March 5, 2021, by and between Clarence Elwell Gilstrap, Jr and Susan G. Gilstrap, a married couple, as Landlord, and Tillman Infrastructure LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land referred to herein below is situated in the County of Pickens, State of SC, and is described as follows:

PARCEL 1:
All that certain place, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, near Mt. Bethel Church about Seven (7) miles Northwest of Pickens, and containing Three (3.0) acres, more or less, and being bounded on the North by property of Ed Nix, West by Lannie Grant, East by surface treated road, South by property of Mrs. Lannie Hudson, and being all of the land I.C.E. Gilstrap, own on the West side of the road. This being a part of the land conveyed to me, C.E. Gilstrap, by Ed Lusk. The said surface treated road being the dividing line between me and my son, Ernest B. Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Barbara Aliene Gilstrap, by Deed dated August 18, 1975, recorded March 29, 1976, in Book 13-A, Page 889.

PARCEL 2:
All that certain piece, parcel, or tract of land lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township, about seven miles west from the Town of Pickens, and containing Fifty One (51) acres, more or less, and adjoining lands with Estate of J.W. Grant on the North and Northwest; lands with Kirksey Estate on the East; lands with Ed Nix on the South and Southwest and lands with Barbara Gilstrap being the tract of land conveyed to me by E.E. Lusk, LESS HOWEVER, Three (3) acres which C.E. Gilstrap conveyed to Ernest Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Myrtie H. Gilstrap, by Deed dated August 16, 1975, recorded March 29, 1976, in Book 13-A, Page 888.

The Premises are described and/or depicted as follows:

30' INGRESS-EGRESS & UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Ingress-Egress and Utility Easement (15 feet each side of centerline) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197 and the true POINT OF BEGINNING; Thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; Thence North 64°58'51" West, 62.55 feet to the ENDING at a point on the Lease Area.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

LEASE AREA
TILLMAN INFRASTRUCTURE, LLC.
15200570

All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point; thence, South 16°08'09" West, 25.00 feet to a point and the true POINT OF BEGINNING; Thence, North 73°51'51" West, 100.00 feet to a point; Thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 100.00 feet to a point; Thence, South 16°08'09" West, 100.00 feet to a point and the POINT OF BEGINNING.

Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #1
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 21.13 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, South 13°51'51" West, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

30' GUY WIRE EASEMENT #2
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 73°51'51" West, 145.00 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

2021535SC_legals

30' GUY WIRE EASEMENT #3
TILLMAN INFRASTRUCTURE, LLC.
15200570

Together with a 30-foot wide Guy Wire Easement (15 feet each side of centerline and extending 15 feet beyond the point of termination) lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence along the property line, South 78°57'34" East, 43.88 feet to a point in the center of Mt. Bethel Church Road; thence running along the property line and the centerline of Mt. Bethel Church Road, South 13°08'45" West, 63.69 feet to a point having a South Carolina Grid North, NAD83, Value of N: 1125850.1325 E: 14610674.3197; thence leaving said property line and Mt. Bethel Church Road centerline and running, North 78°15'25" West, 89.91 feet to a point; thence North 64°58'51" West, 62.55 feet to a point on the Lease Area; thence along the Lease Area, South 16°08'09" West, 25.00 feet to a point; thence, North 73°51'51" West, 100.00 feet to a point; thence, North 16°08'09" East, 100.00 feet to a point; Thence, South 73°51'51" East, 78.87 feet to a point and the true POINT OF BEGINNING; Thence leaving the Lease Area and running, North 46°08'09" East, 137.26 feet to the ENDING at a point.

Bearings are based on South Carolina Grid North, NAD83.

As shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.

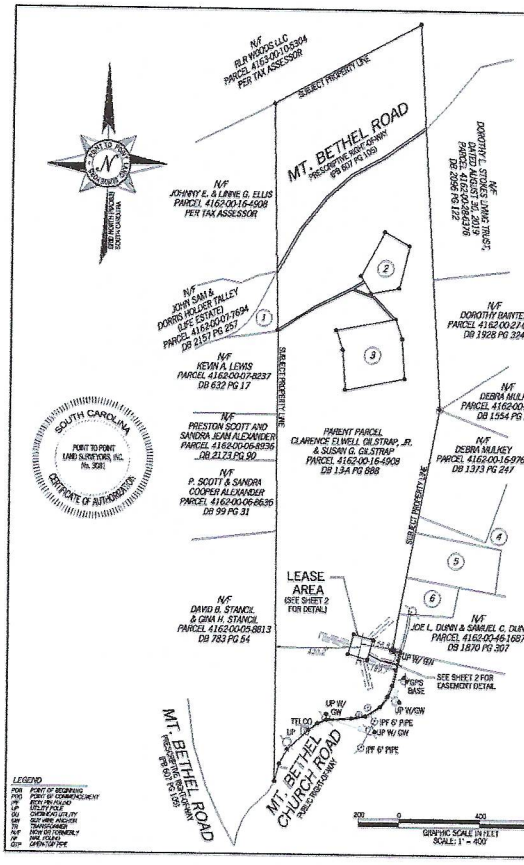
16' UTILITY EASEMENT
TILLMAN INFRASTRUCTURE, LLC.
15200570

All that tract or parcel of land lying and being in Pickens County, South Carolina, and being a part of the lands of Clarence Elwell Gilstrap, Jr. and Susan G. Gilstrap as recorded in Deed Book 13-A, Page 888, Pickens County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a nail in a stone found at an easterly corner of said Gilstrap lands, said nail being found North 37°27'31" East, 1.14 feet from a 2" open-top pipe found, and North 72°47'23" West, 0.97 feet from a T-post found, said nail having a South Carolina Grid North, NAD83, Value of N: 1125268.0703 E: 1461071.7179; thence running for a tie line, South 73°02'16" East, 22.93 feet to a point and the true POINT OF BEGINNING; Thence, South 77°05'55" East, 16.00 feet to a point; Thence, South 12°54'05" West, 45.74 feet to a point; Thence, North 78°15'25" West, 16.00 feet to a point; Thence, North 12°54'05" East, 46.06 feet to a point and the true POINT OF BEGINNING.

Bearings are based on South Carolina Grid North, NAD83.

Said tract contains 0.0169 acres (734 square feet), more or less, as shown in a survey prepared for Tillman Infrastructure, LLC by POINT TO POINT LAND SURVEYORS, INC. dated December 4, 2020.



PARENT PARCEL

OWNER: CLARENCE ELWELL GILSTRAP, JR. AND SUSAN G. GILSTRAP

SITE ADDRESS: MT. BETHEL ROAD, SUNSET, SC 29685

PARCEL ID: 4162-00-16-4908

AREA: 48 ACRES (PER TAX ASSESSOR)

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCE: DEED BOOK 13-A, PAGE 888

GPS NOTES

THE FOLLOWING GPS SYSTEMS(S) UPON WHICH THIS SURVEY IS BASED WAS BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET (HOR.), 0.03 FEET (VERT.)
TYPE OF EQUIPMENT: GEOMAX ZENITH 25 PRO BASE AND ROVER, DUAL FREQUENCY
TYPE OF GPS FIELD PROCEDURE: ONLINE POSITION USER (NERAC)
DATES OF SURVEY: 11/10/2020
DATUM / EPOCH: NAD 83(2011)(EPOCH:2010.0000)
PUB./DIST. / CORS ID(S) USED: N/A
GEOID MODEL: 18
COMBINED GRID FACTOR(S): 0.99997886 CENTERED ON THE GPS BASE POINT AS SHOWN HEREON.
CONVERGENCE ANGLE: -0°25'39.447"
BENCHMARKS USED: DB5180, D13074, DG4257

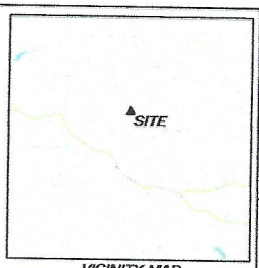
SURVEYOR CERTIFICATION

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS 'B' SURVEY SPECIFIED THEREIN.

THIS SURVEY IS NOT FOR RECORDATION PURPOSES.

ADJOINER INFORMATION

	N/F	PARCEL ID	REFERENCE
1	MARY ANN CUSTEAU	4162-00-07-9582	DB 2189 PG 185
2	JULIA FAYE GILSTRAP & MARY E. GILSTRAP	4162-00-17-6813	DB 1563 PG 90
3	CLARENCE E. & SUSAN G. GILSTRAP	4162-00-17-5339	DB 13P PG 424
4	DEBRA S. MULKEY	4162-00-26-3881	DB 1373 PG 241
5	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-5386	DB 1777 PG 112
6	COLLEEN R. BAUMACH, TRUSTEE OF THE COLLEEN R. BAUMACH TRUST	4162-00-16-8220	DB 1777 PG 112



VICINITY MAP
NOT TO SCALE

GENERAL NOTES

* THIS SPECIFIC PURPOSE SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS SPECIFIC PURPOSE SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF TILLMAN INFRASTRUCTURE, LLC AND EXCLUSIVELY FOR THE TRANSFERAL OF THE LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN ABSTRACT OR EVIDENCE IN THE FEE SIMPLE TRANSFERAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON WAS BEING DOWN BY FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THIS SPECIFIC PURPOSE SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHTS-OF-WAY NOT SHOWN HEREON.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 25, (DATE OF LAST FIELD VISIT: 11/10/2020)

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5', CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS SPECIFIC PURPOSE SURVEY ARE BASED ON GRID NORTH (NAD 83) SOUTH CAROLINA ZONE.

PER THE FEMA FLOOD INSURANCE RATE MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X (AREA OF MINIMAL FLOOD HAZARD, COMMUNITY PANEL NO.: 45077C0165E DATED: 12/21/2017

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC PURPOSE SURVEY.

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

811
Know what's below.
Call before you dig.

SURVEY NOT VALID WITHOUT SHEET 2 & 3 OF 3

SOUTH CAROLINA
PROFESSIONAL LAND SURVEYOR
No. 28159
D. DARRELL TAYLOR
10/04/2020

NO	DATE	REVISION
1	12/15/20	UTILITY ESMT.

POINT TO POINT
LAND SURVEYORS
100 Governors Trace, Ste. 103
Peachtree City, GA 30269
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

"SPECIFIC PURPOSE SURVEY PREPARED BY:

"SPECIFIC PURPOSE SURVEY PREPARED FOR:

TILLMAN INFRASTRUCTURE

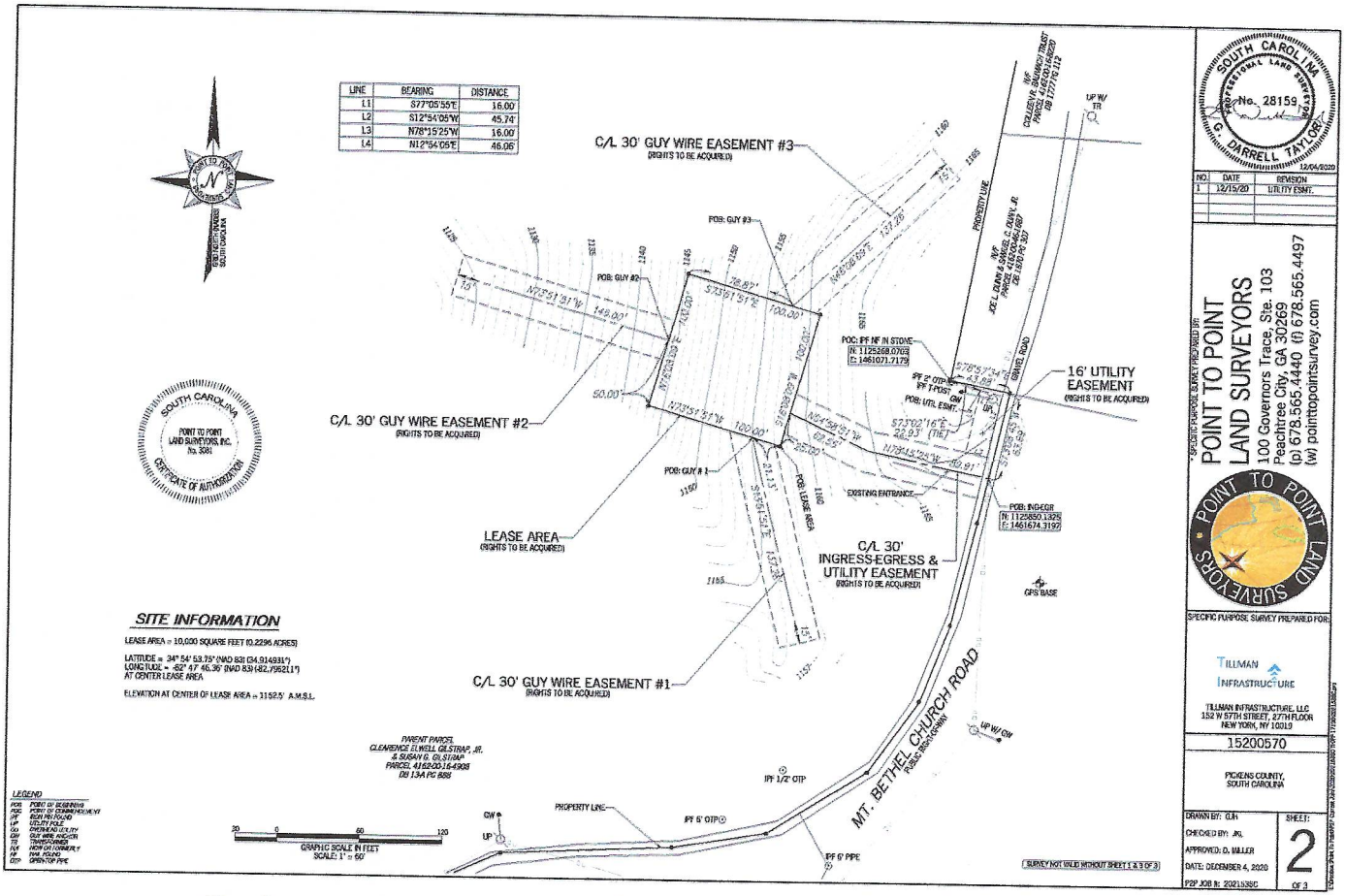
TILLMAN INFRASTRUCTURE, LLC
152 W 57TH STREET, 57TH FLOOR
NEW YORK, NY 10019

15200570

PICKENS COUNTY,
SOUTH CAROLINA

DRAWN BY: GJH
CHECKED BY: JKL
APPROVED: D. MILLER
DATE: DECEMBER 4, 2020
P2P JOB #: 20215380

SHEET:
1
OF 3



Clarence Elwell Gilstrap Jr

Susan G. Gilstrap

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 2

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(FOLLOWS ON THE NEXT PAGE

Prepared by and Return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. 15200570
Market: Southeast/SC
Cell Site Number: TI-OPP-17195
Cell Site Name: Sunset SC

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____, a _____ _____ having its principal office/residing at _____ (hereinafter called "**Landlord**"), and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (hereinafter called "**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated _____, 20__, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the leasehold premises along with the access and utility easement are collectively referred to as the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage and other related collateral documents (collectively the "**Mortgage**") upon property having a street address of _____, being identified as Lot _____ in Block ____ in the _____ of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ ($_____) Dollars, which Mortgage has been recorded in Book ___, Page _____ for _____ County, _____; 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.

8. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signature Pages Follows]

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

WITNESSES:

_____
Name: _____

_____
Name: _____

LANDLORD:

_____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____

LANDLORD (INDIVIDUAL)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

LANDLORD (PARTNERSHIP)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, partner on behalf of _____, a _____ partnership, ( ) who is personally known to me OR ( ) who has produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____[name of representative], the _____[title] of the corporation, ( ) who is personally known OR ( ) who has produced _____as identification.

_____
Notary Public

My Commission Expires: _____

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

WITNESSES:

_____
Name: _____

_____
Name: _____

TENANT:

Tillman Infrastructure LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) **ss.**
COUNTY OF NEW YORK)

On the ____ day of _____ in the year of 20___, before me, the undersigned, a Notary Public in and for said state, personally appeared_____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature:_____
My Commission Expires: _____
Commission Number:_____

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

WITNESSES:

_____
Name: _____

_____
Name: _____

MORTGAGEE:

_____,
a _____ _____

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____, 20___ by _____ [name of representative] the _____[title] of _____[name of banking institution], a _____ corporation on behalf of the corporation ( ) who is personally known OR ( ) who produced _____ as identification.

_____
Notary Public
My Commission Expires: _____

EXHIBIT 1 OF SNDA

DESCRIPTION OF PREMISES

The Property is legally described as follows:

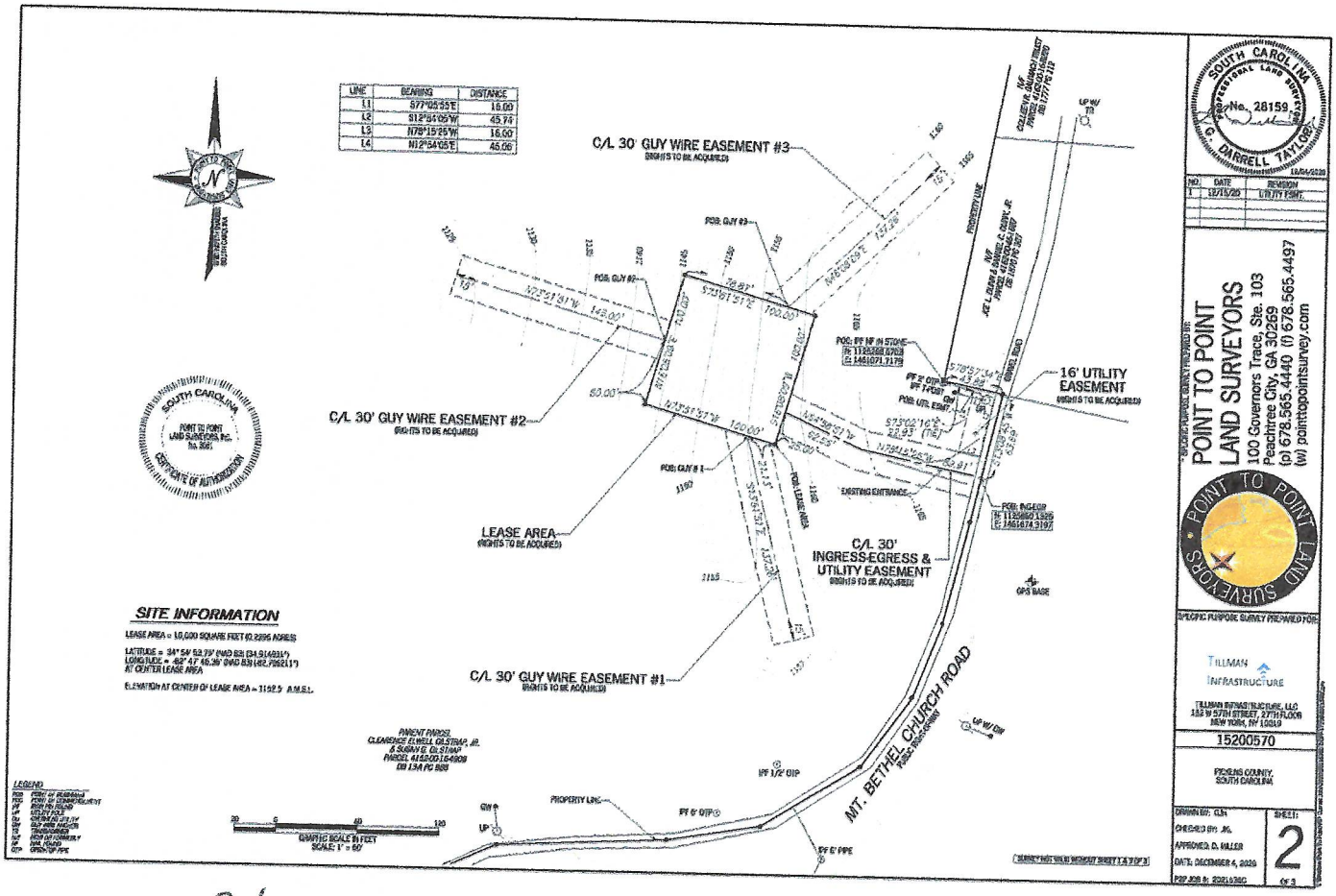
PARCEL 1:
All that certain place, parcel or tract of land lying and being situate in the State of South Carolina, County of Pickens, near Mt. Bethel Church about Seven (7) miles Northwest of Pickens, and containing Three (3.0) acres, more or less, and being bounded on the North by property of Ed Nix, West by Lannie Grant, East by surface treated road, South by property of Mrs. Lannie Hudson, and being all of the land I.C.E. Gilstrap, own on the West side of the road. This being a part of the land conveyed to me, C.E. Gilstrap, by Ed Lusk. The said surface treated road being the dividing line between me and my son, Ernest B. Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Barbara Aliene Gilstrap, by Deed dated August 18, 1975, recorded March 29, 1976, in Book 13-A, Page 889.

PARCEL 2:
All that certain piece, parcel, or tract of land lying and being situate in the State of South Carolina, County of Pickens, in Hurricane Township, about seven miles west from the Town of Pickens, and containing Fifty One (51) acres, more or less, and adjoining lands with Estate of J.W. Grant on the North and Northwest; lands with Kirksey Estate on the East; lands with Ed Nix on the South and Southwest and lands with Barbara Gilstrap being the tract of land conveyed to me by E.E. Lusk, LESS HOWEVER, Three (3) acres which C.E. Gilstrap conveyed to Ernest Gilstrap.

Being the same property conveyed to Clarence Elwell Gilstrap, Jr., and Susan G. Gilstrap, from Myrtie H. Gilstrap, by Deed dated August 16, 1975, recorded March 29, 1976, in Book 13-A, Page 888.

The Premises is legally described as follows:



Clarence Elwell Gilstrap Jr
Susan G. Gilstrap

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 3

ENVIRONMENTAL DISCLOSURE

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

[INSERT AS APPLICABLE]

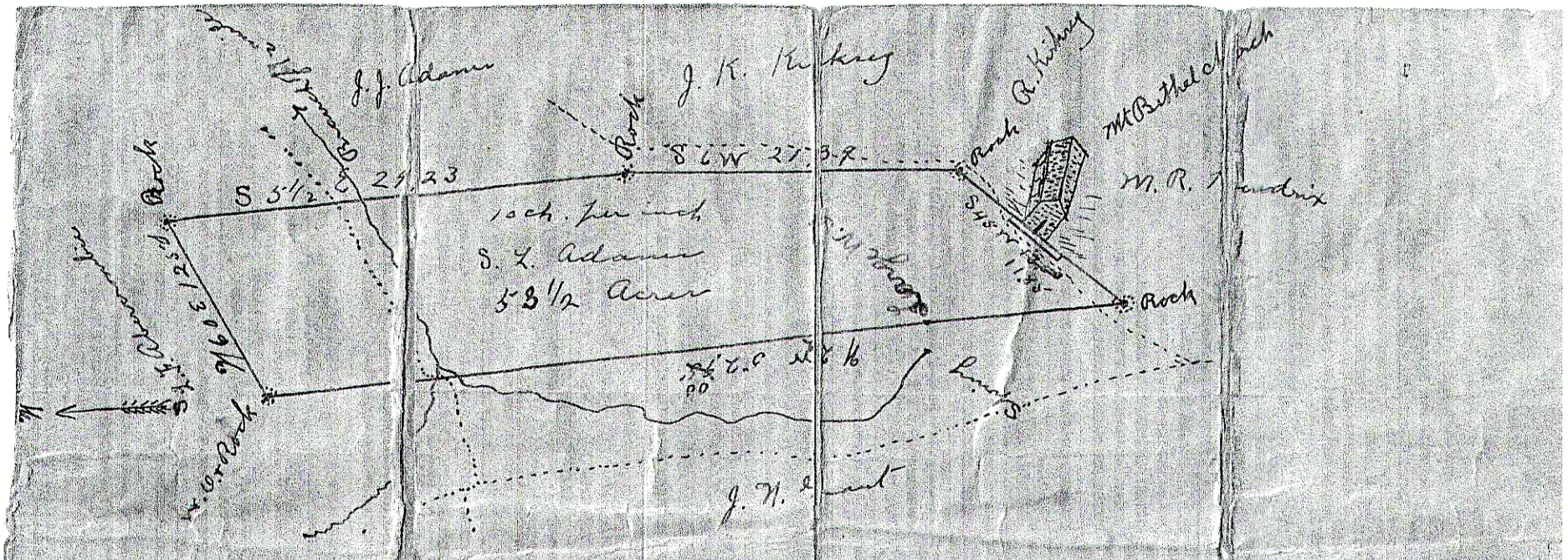
EXHIBIT 4

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

4162-00-16-4908

R50328

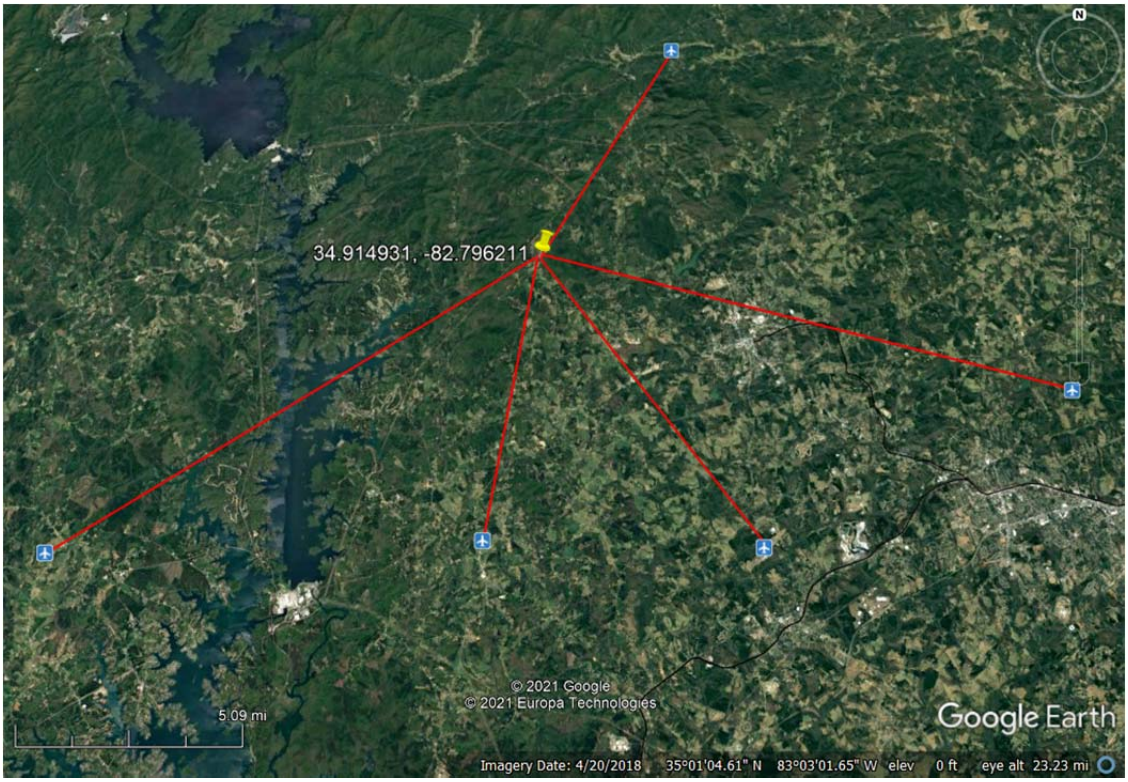


State of S. Carolina
County of Pickens

At the request of S. L. Adams I have resu-
veyed and plotted a tract of land represented by above pl
in county and state aforesaid on a branch of Twelve Mile cont
ing 53½ acres exclusive of ½ acre which is to be laid off to
Bethel church being the tract of land conveyed to Wm Steph
by D. B. Adams & others and by the said Stephens to the
said S. L. Adams.

J. P. Attaway,
Surveyor.

Sept 21st, 1904.



Proposed site is:

- 6.71 miles SW of the Oolenoy Private Airport
- 7.29 miles NW of Oak View Private Airport
- 8.94 miles N of Pickens County Airport
- 13.42 miles NW of Williamsport Private Airport
- 13.51 miles NE of Hawks Nest Farm Airport

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

Aeronautical Study No.
2021-ASO-1363-OE

Issued Date: 01/29/2021

Donna-Marie Stipo
Tillman Infrastructure, LLC
152 West 57th Street
8th Floor
New York, NY 10019

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

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

Structure:	Antenna Tower Sunset SC - TI-17195
Location:	Sunset, SC
Latitude:	34-54-53.75N NAD 83
Longitude:	82-47-46.36W
Heights:	1153 feet site elevation (SE)
	340 feet above ground level (AGL)
	1493 feet above mean sea level (AMSL)

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

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 M, Obstruction Marking and Lighting, a med-dual system-Chapters 4,8(M-Dual),&15.

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

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

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

This determination expires on 07/29/2022 unless:

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

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

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (816) 329-2525, or natalie.schmalbeck@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-ASO-1363-OE.

Signature Control No: 464883893-466825873 (DNE)
Natalie Schmalbeck
Technician

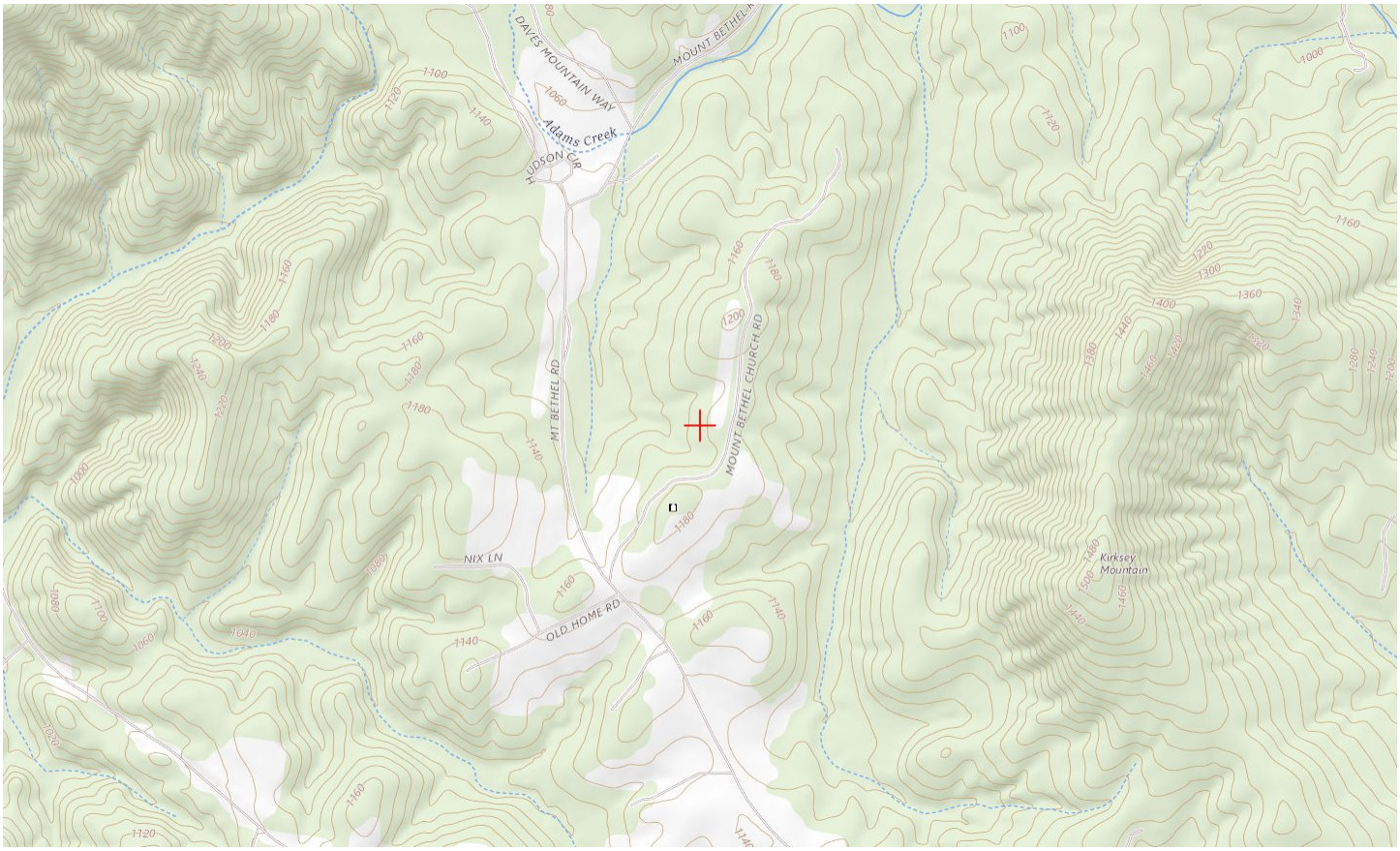
Attachment(s)
Frequency Data
Map(s)

cc: FCC

Frequency Data for ASN 2021-ASO-1363-OE

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

Verified Map for ASN 2021-ASO-1363-OE



INDEMNIFICATION AGREEMENT BY AND BETWEEN PICKENS COUNTY PLANNING DEPARTMENT ANDTILLMAN INFRASTRASTRUCTURE LLC

THIS INDEMNIFICATION AGREEMENT ("Agreement") is entered into this day of March 8, 2021 by and between the Pickens County Planning Department, South Carolina ("County") and Tillman Infrastructure LLC ("Applicant").

RECITALS

WHEREAS, the Applicant has a legal and/or equitable interest in the certain real property located at Assessor Parcel Number(s): Mt. Bethel Church Rd, Sunset, SC 29685 ("Property"); and

WHEREAS, the Applicant has submitted an application to the County for an entitlement (Zoning Clearance Certificate, Special Permit, or Conditional Use Permit) for the construction of a cell tower hereafter referred to as the "Project."

TERMS

NOW, THEREFORE, pursuant to the Pickens County Code, and in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Nothing in this Agreement shall be construed to limit, direct, impede or influence the County's review and consideration of the Project.

2. Applicant shall defend, indemnify, save and hold harmless the County, its elected and appointed officials, officers, employees, agents and volunteers from any and all claims, actions, proceedings or liability of any nature whatsoever (including, but not limited to: any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance by County's advisory agencies, boards or commissions, appeals boards, or commissions; and attorneys' fees and costs awards) arising out of, or in connection with the County's review or approval of the Project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the Project.

3. The obligations of the Owner and Applicant under this Indemnification shall apply regardless of whether any permits or entitlements are issued.

4. The County will promptly notify Owner and Applicant of any such claim, action, or proceeding that is or may be subject to this Indemnification and will cooperate fully in the defense. The County may, within its unlimited discretion, participate in the defense of any such claim, action, or proceeding if the County defends the claim, action, or proceeding in good faith.

5. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited to, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct cost associated with responding to, or assistingin defense of, the claim, action or proceedings.

6. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant, which approval shall not be unreasonably withheld. The County must approve any settlement affecting the rights and obligations of the County.

7. The parties agree that this Agreement shall constitute a separate agreement from any Project approval, and that if the Project, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

9. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the appropriate venue is the Aikens County Superior Court.

10. The Applicant shall pay all court ordered costs and attorney fees.

11. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceeding.

After review and consideration of all of the foregoing terms and conditions, Applicant, but its signature below, hereby agrees to be bound by and to fully and timely comply with all of the foregoing terms and conditions.

Dated: March 8, 2021

Applicant(s): Tillman Infrastructure LLC.

Chris Mularadelis, Esq.
Printed Name
Authorized Signatory

Signature

Printed Name

Signature

Client#: 1876954 140TILLMINF

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Burton	
McGriff Insurance Services 5850 Waterloo Road, Suite 240 Columbia, MD 21045 410 480-4400	PHONE (A/C, No, Ext): 410 480-4400	FAX (A/C, No): 866-548-4197
	E-MAIL ADDRESS: jennifer.burton@mcgriff.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Company	22292
INSURER B : Fireman's Fund Insurance Company	21873
INSURER C : Standard Fire Insurance Company	19070
INSURER D : Allmerica Financial Benefits	41840
INSURER E :	
INSURER F :	

INSURED
Tillman Infrastructure Holdings LLC
Tillman Infrastructure, LLC
152 W 57th Street, 27th Floor
New York, NY 10019

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			LHQD18401003	03/01/2020	03/01/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			AWQD445458	03/01/2020	03/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UHQD18401303	03/01/2020	03/01/2021	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
B	DED RETENTION $			USL004932202	03/01/2020	03/01/2021	Ea Occ/Agg.	$15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB5K0120032142G	01/08/2021	01/08/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liab			LHQD18371303	03/01/2020	03/01/2021	2,000,000 Ea Claim 2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FA15200570

If required by written contract, Pickens County, SC is named Additional Insured with respects to General Liability, Automobile Liability, and Umbrella Liability subject to policy provisions.

CERTIFICATE HOLDER

Pickens County, SC
222 McDaniel Avenue, Building 1
Pickens, SC 29671

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel J. Kaul

© 1988-2015 ACORD CORPORATION. All rights reserved.

This page has been left blank intentionally.