

Meeting – March 11, 2021
Location - WebEx
Time - 2:00PM
Pre-Meeting - 1:00PM
WebEx

Neighborhood: Forest Park Staff Planner Moton ZBA2021-00003

Request: Parking Modification
Applicant: Scott Phillips
Owner: Turn Key Homes LLC
Site Address: 430 41st St S
Zip Code: 35222
Description: Modification to allow 0 off street parking spaces instead of the required 63 off street parking spaces pursuant to Title I, Chapter 9, Article VI, Section 6.A.3

Property Zoned: B-2 General Business District
Parcel Information: Parcel #:012300293017028003, SW of Section 29, Township 17 S, Range 2 W

Modification:

Modification to allow 0 off street parking spaces instead of the required 63 off street parking spaces.

Neighborhood Meeting:

The Forest Park Neighborhood Association has voted to support the request.

Public Notices:

Public notices were mailed on February 15, 2021.

Staff Analysis:

The parcel is located at 430 41st St S resides within the B-2, General Business District. The applicant is purposing a new restaurant and bar with outdoor seating. According to Title 1 Chapter 5 Section 4.O, it requires 1 parking space per 100sf of GFA for a bar/ restaurant (5,370sq ft) requiring 54 spaces, and 1 parking space per 5 fixed seats (80) requiring 16 parking spaces. However, with the 10% deduction for a nearby transit and deductions for bike racks leaves them with 63 required parking spaces. There is an existing parking on the property per ZBA2015-00050 that allows for 18 parking spaces instead of the required 54 parking spaces. The applicant is eliminating the 18 parking spaces on site to allow for outdoor seating during the Covid pandemic. There are other parking modification within the 1,320ft radius such as:

1. ZBA2009-00044, 4036 5th Ave S, Modification to allow 0 on-site parking spaces instead of the 25 required for bar, café and office (upstairs) uses.
2. ZBA2017-00059, 400 41st St S, Parking modification to allow '0' parking spaces instead of the 10 parking spaces required for a retail use.
3. ZBA2017-00073, 4022 4th Ave S, a modification for parking to allow 4 parking spaces instead of the 48 required for a multi-tenant use at 4022 4th Avenue South.
4. ZBA2004-00123, 4125 4th Ave S, modification to allow the subdivision having no off-street parking.
5. ZBA2013-00057, 4105 4th Ave S, Modification to allow 9 of the required 24 parking spaces.
6. ZBA2014-00012, 4100 4th Avenue South 35222, Modification to allow 9 parking spaces instead of the required 13 parking spaces in order to open a new restaurant pursuant.

The applicant have provided images on several days at several different times, within 2-3 blocks of the property in each direction and google images within 0.3 miles of public parking; however, a more detail parking study would be needed to support this request.

Staff Recommendation

Staff believes the applicant has not provided sufficient evidence to support the modification request. Therefore, staff believes the request has merit for approval and as such, should be **DENIED**.

PARCEL ID: 012300293017032000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Tuesday, February 9, 2021 10:45:30 AM

OWNER: TURN KEY HOMES LLC

ADDRESS: PO BOX 130932

CITY/STATE: BIRMINGHAM AL

ZIP+4: 35213

SITE ADDR:

CITY/STATE: , AL

ZIP:



LAND: \$322,000.00

BLDG: \$473,400.00

OTHER: \$0.00

AREA: 13,783.93

ACRES: 0.32

SUBDIVISION INFORMATION:

NAME AVONDALE

BLOCK: 15

LOT: 6

Section: 29-17-2W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Avondale Park

Commercial Revitalization District: 41st Street

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: Forest Prk (1401)

Communities: Red Mountain (14)

Council Districts: District - 5 (Councilor: Darrell O'Quinn)

Zoning Outline: B2

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

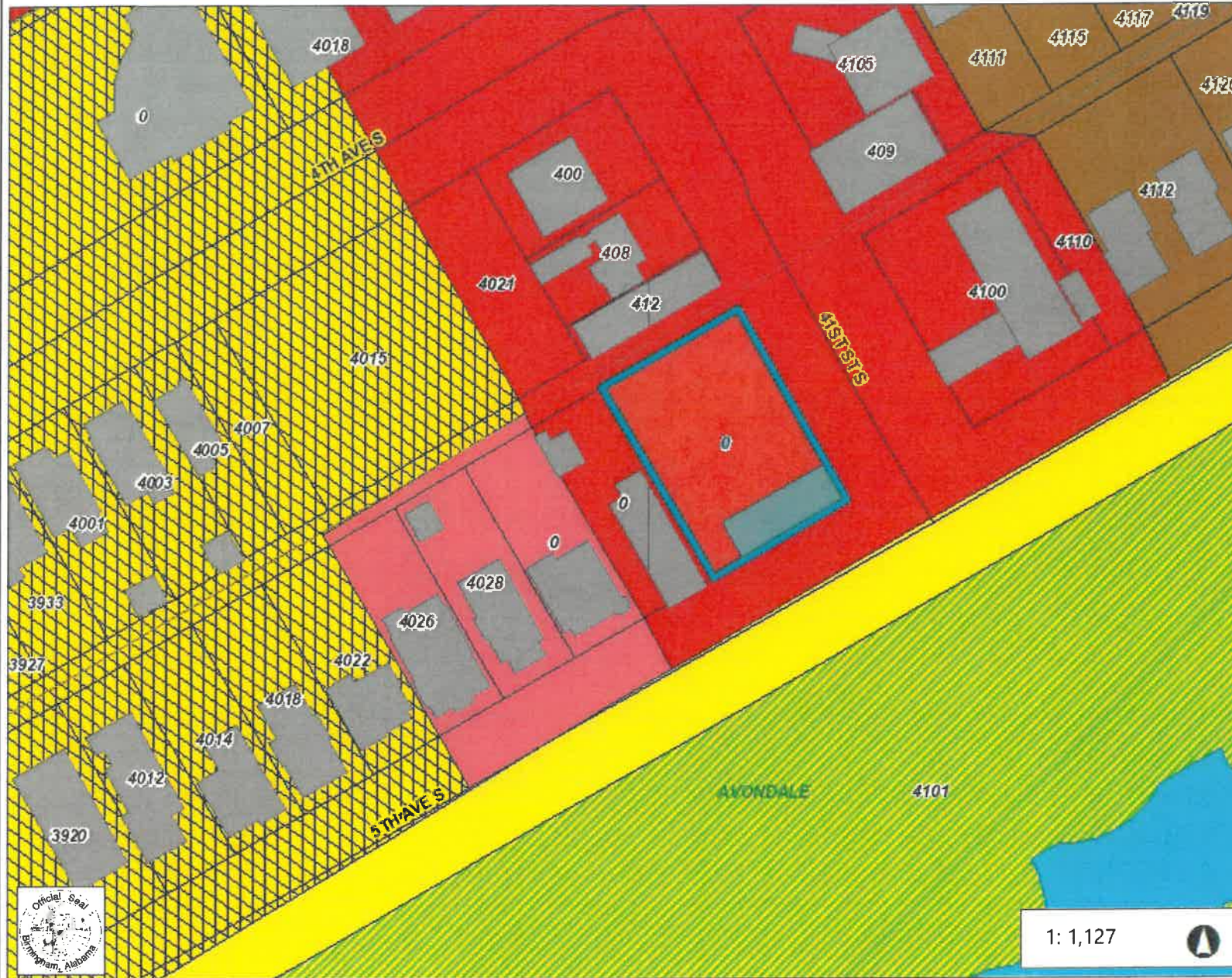
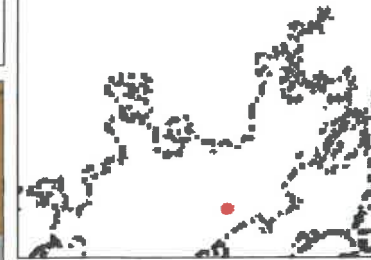
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: In Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

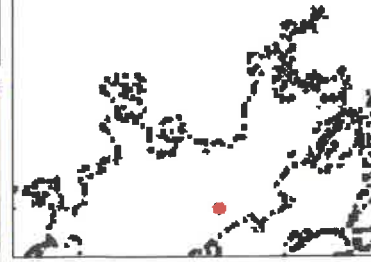
- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
- Limited Access
- Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
- R1; D1 - Single Family District - Cla
- R2; D2 - Single Family District - Cla
- R3; D3 - Single Family District; R3
- R4; D4 - Two Family District; R4
- R4A - Multiple Dwelling District
- R5; D5 - Multiple Family District; D5
- R6; D6 - Multiple Family District
- R7 - Multiple Family District

Notes



187.8 0 93.88 187.8 Feet

The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High



1: 1,127



The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

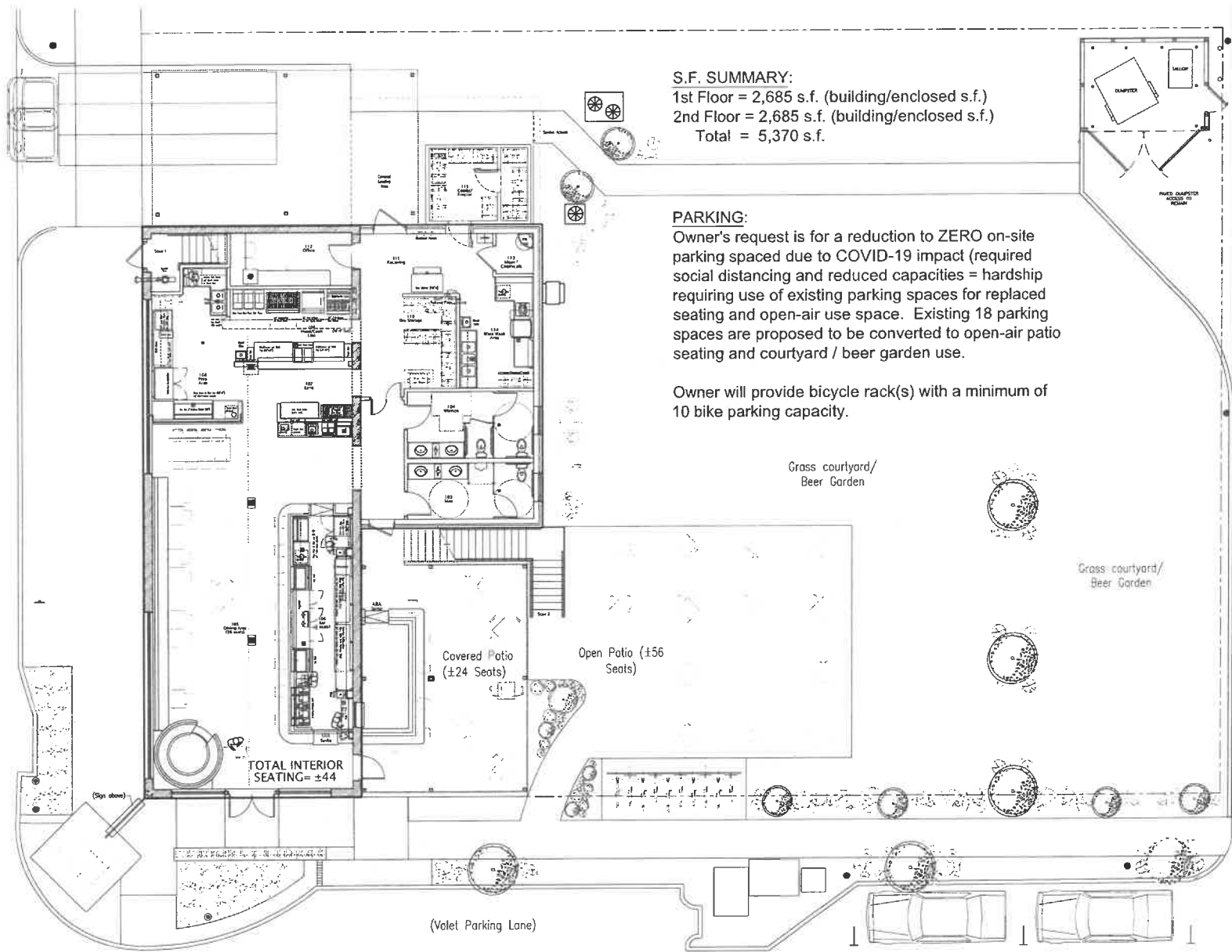
Notes

Google Maps 430 41st St S



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft L

5th Ave S.



S.F. SUMMARY:

1st Floor = 2,685 s.f. (building/enclosed s.f.)
2nd Floor = 2,685 s.f. (building/enclosed s.f.)
Total = 5,370 s.f.

PARKING:

Owner's request is for a reduction to ZERO on-site parking spaced due to COVID-19 impact (required social distancing and reduced capacities = hardship requiring use of existing parking spaces for replaced seating and open-air use space. Existing 18 parking spaces are proposed to be converted to open-air patio seating and courtyard / beer garden use.

Owner will provide bicycle rack(s) with a minimum of 10 bike parking capacity.

41st Street S.



(Alley Access)

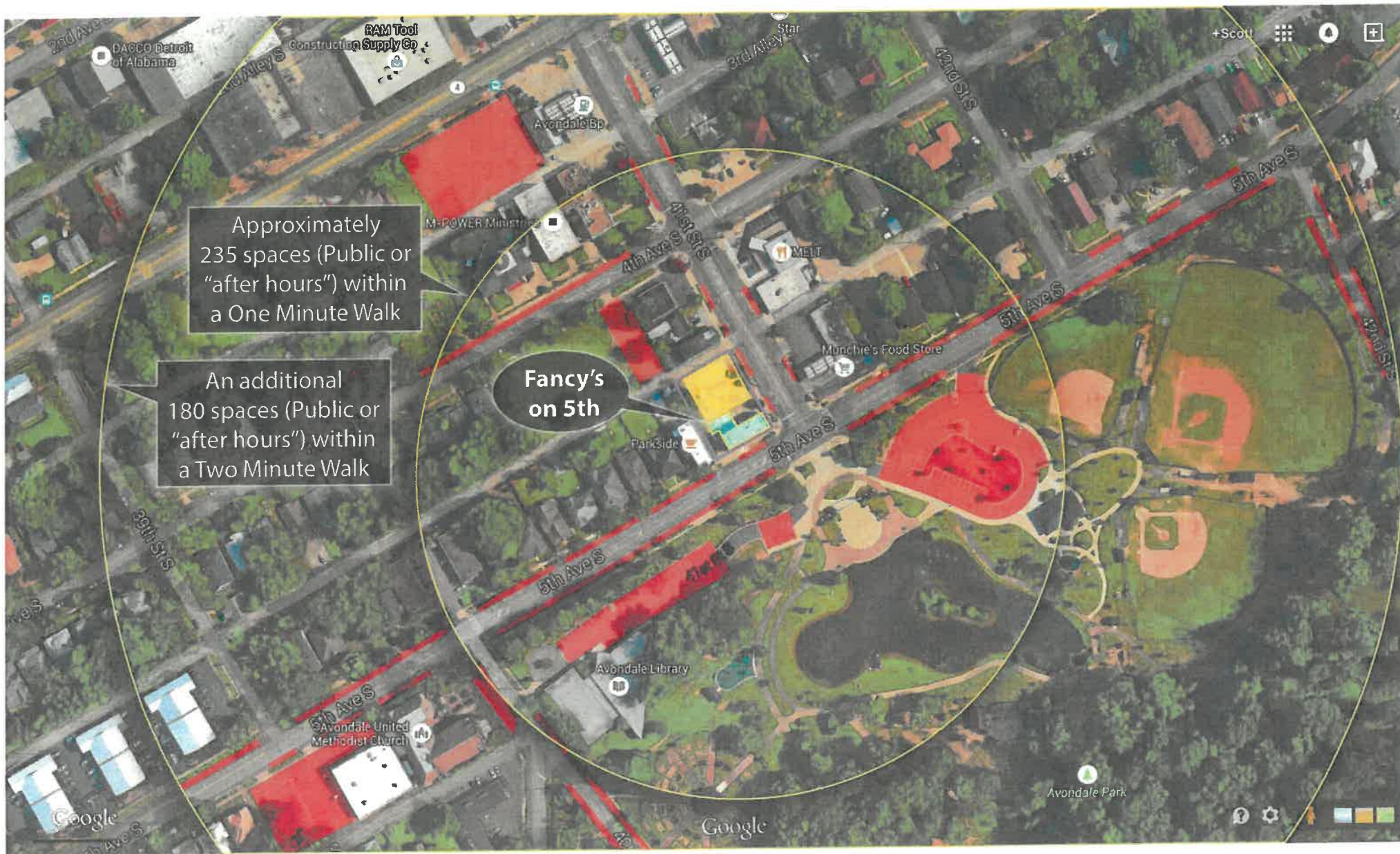
Google Maps 485 41st St S



Image capture: Feb 2019 © 2021 Google



Existing - 18 on-site spaces



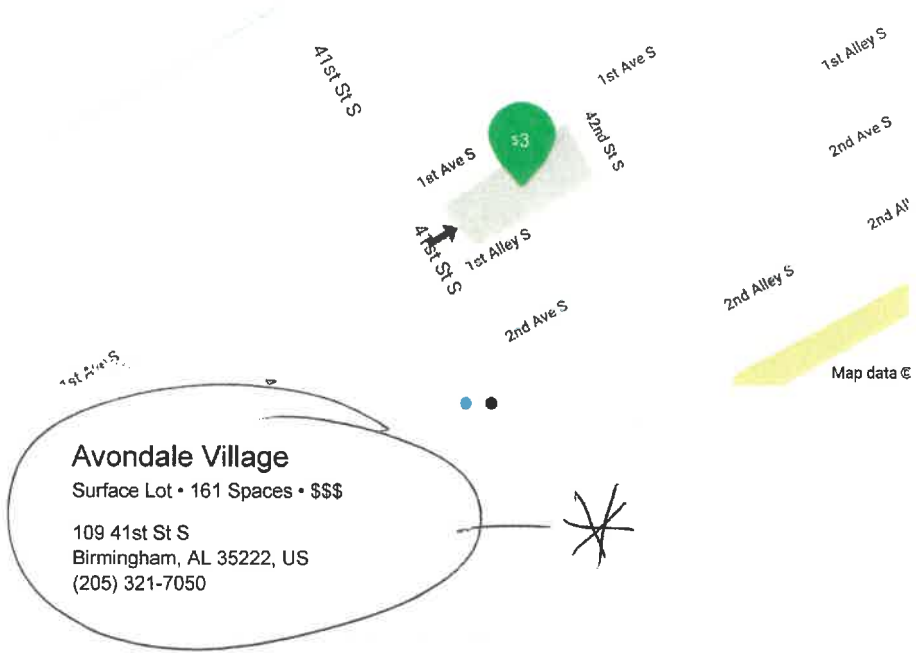
Approximately 235 spaces (Public or "after hours") within a One Minute Walk

An additional 180 spaces (Public or "after hours") within a Two Minute Walk

Fancy's on 5th

Birmingham Parking Avondale Village

No reservable parking for this lot.



Avondale Village

Surface Lot • 161 Spaces • \$\$\$

109 41st St S
Birmingham, AL 35222, US
(205) 321-7050

Rates

Mon-Sun \$3

Amex, Bills, Coins, Discover, MC/Visa

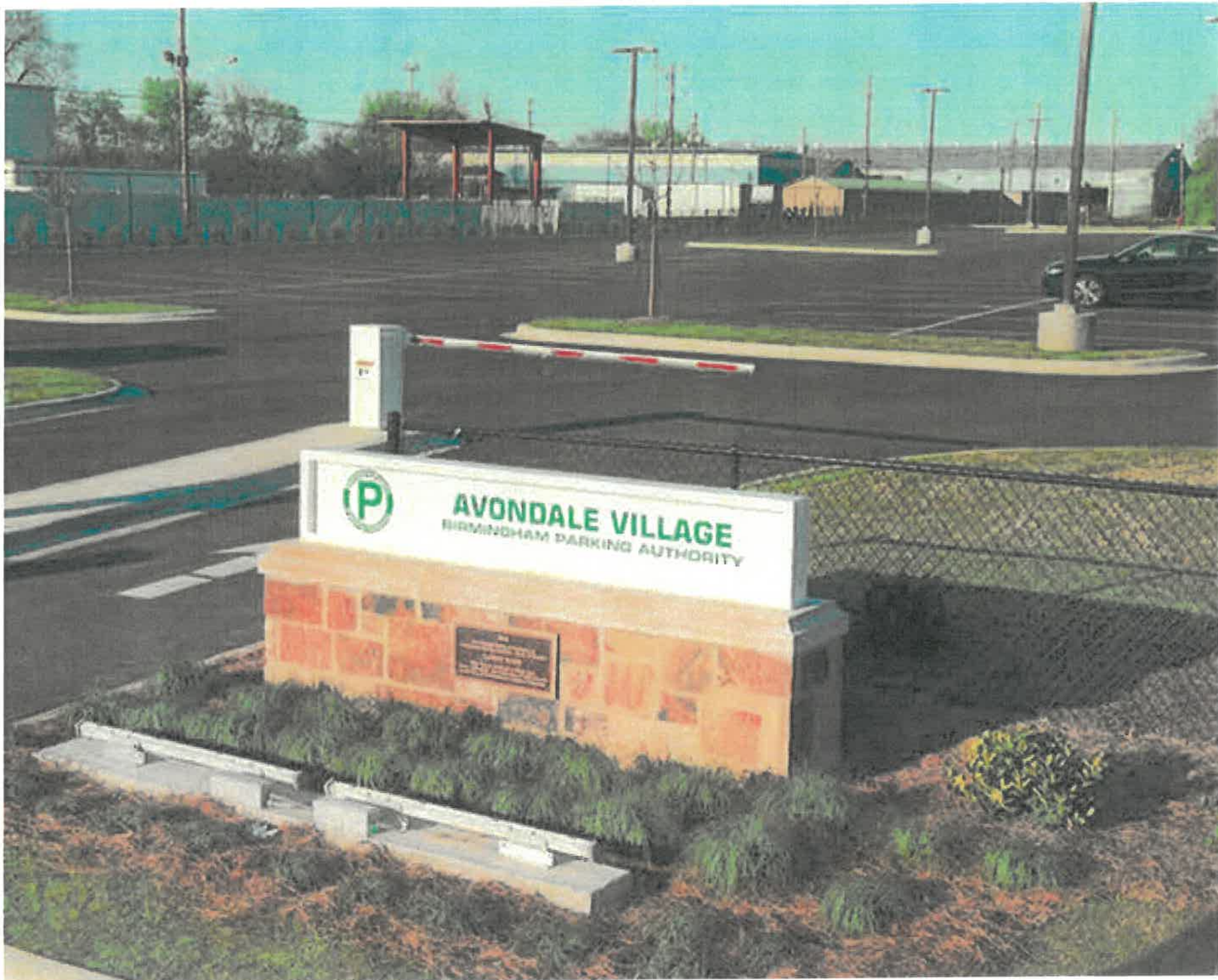
Hours of Operation

Mon-Sun 24 Hours

Amenities

- Handicap Spaces
- Open 24/7
- Unobstructed
- Over 7ft. Clearance
- Credit Cards Accepted

Type	Non-restricted
Total Spaces	161
Total Handicap Spaces	6
Operator	Birmingham Parking Authority



708-798 40th St S, Birmingham, AL

430 41st St S, Birmingham, AL 35222

Add destination

OPTIONS

- Send directions to your phone
- via 40th St S
 - 6 min
 - 0.3 mile
 - DETAILS
- via 40th St S and 5th Ave S
 - 7 min
 - 0.3 mile

All routes are mostly flat



Map data ©2021 Google

700-714 42nd St S, Birmingham, AL

430 41st St S, Birmingham, AL 35222

Add destination

OPTIONS

- Send directions to your phone
- via 42nd St S
 - 6 min
 - 0.3 mile
 - DETAILS
- via 42nd St S and 5th Ave S
 - 6 min
 - 0.3 mile

All routes are mostly flat



Map data ©2021 Google

430 41st St S, Birmingham, AL 35222
 BPA Avondale Village Parking, 109 41st
 Add destination

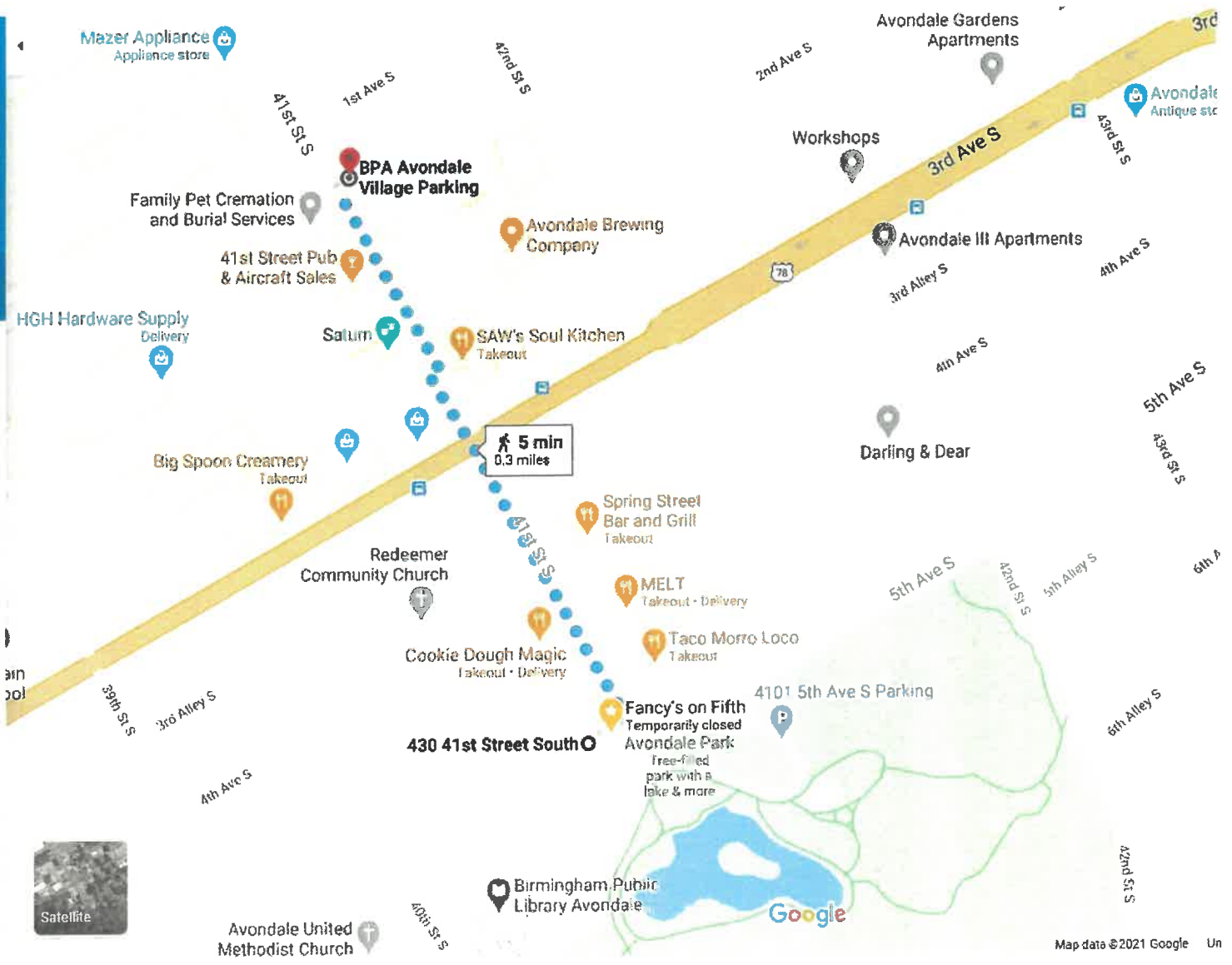
OPTIONS

Send directions to your phone

via 41st St S 5 min
0.3 mile

DETAILS

Mostly flat



499-445 43rd St S, Birmingham, AL 35222
 430 41st St S, Birmingham, AL 35222
 Add destination

OPTIONS

Send directions to your phone

- via 5th Ave S
 6 min
 0.3 mile
 DETAILS
- via 5th Ave S and 42nd St S
 7 min
 0.4 mile
- via 4th Ave S
 8 min
 0.4 mile

All routes are mostly flat



Google

450-498 38th St S, Birmingham, AL 35222
 430 41st St S, Birmingham, AL 35222
 Add destination

OPTIONS

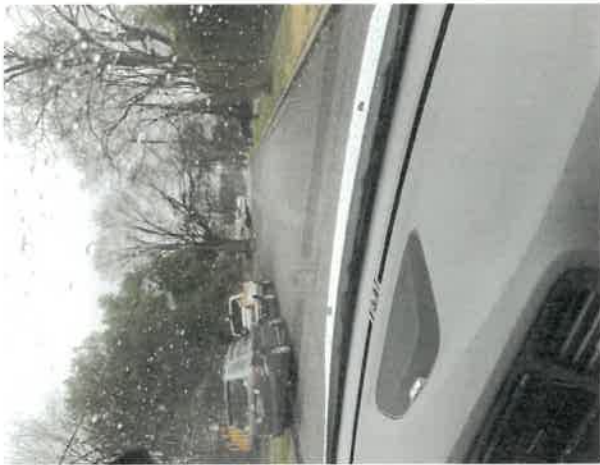
Send directions to your phone

via 5th Ave S
 5 min
 0.3 mile
 DETAILS

via 5th Ave S and 39th St S
 7 min
 0.3 mile

All routes are mostly flat

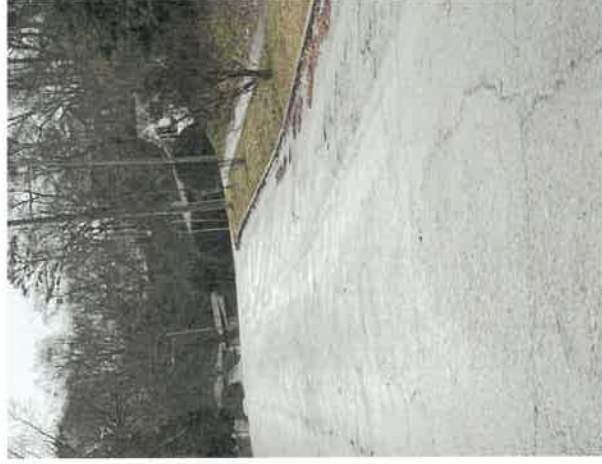




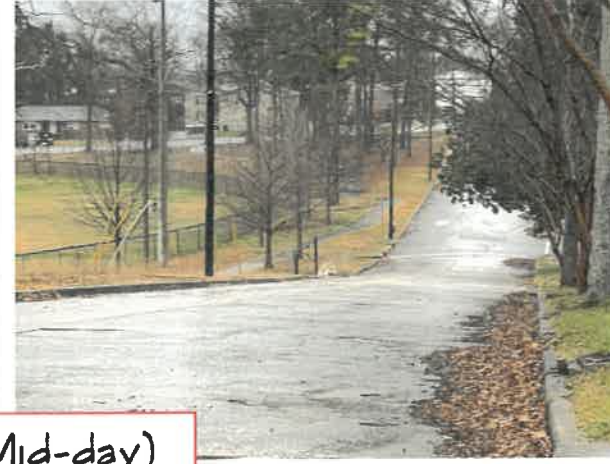
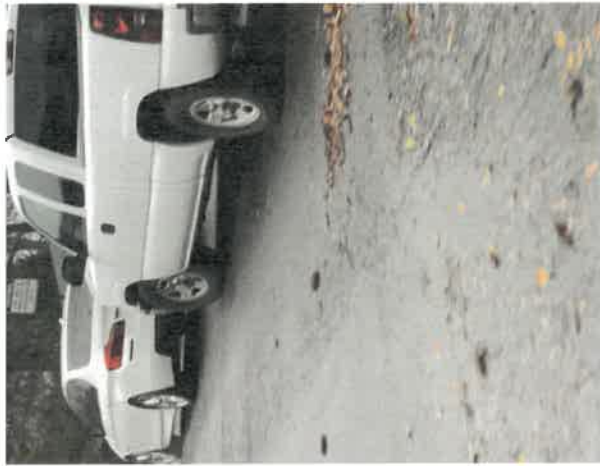
2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



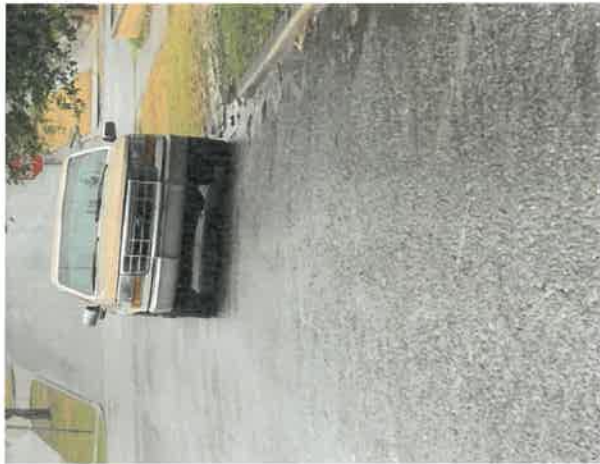
2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 1230pm-100pm (Sun Mid-day)



2021-02-07 - 530pm-600pm (Sun Evening)



2021-02-07 - 530pm-600pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



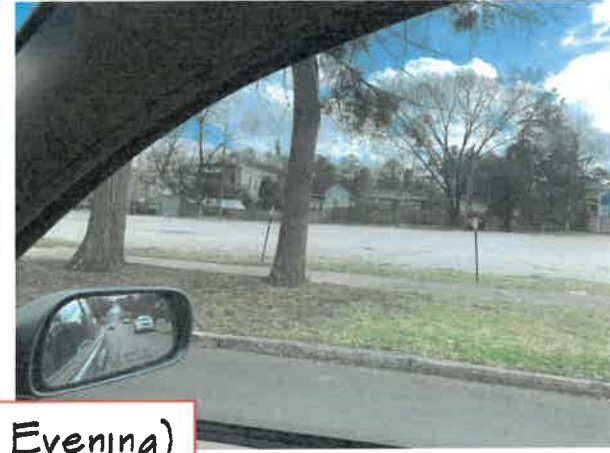
2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-07 - 500pm-530pm (Sun Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 500pm-530pm (Tues Evening)



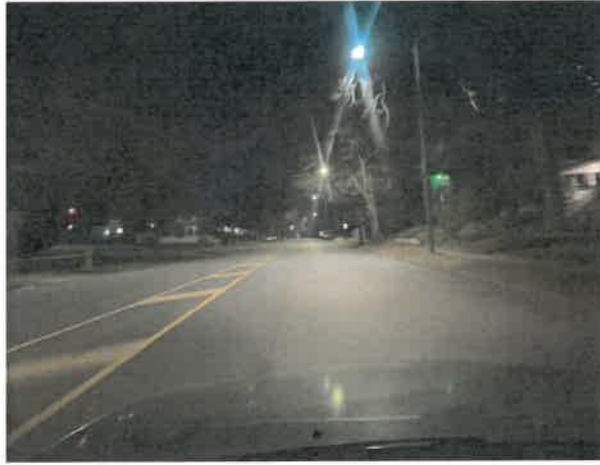
2021-02-09 - 500pm-530pm (Tues Evening)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



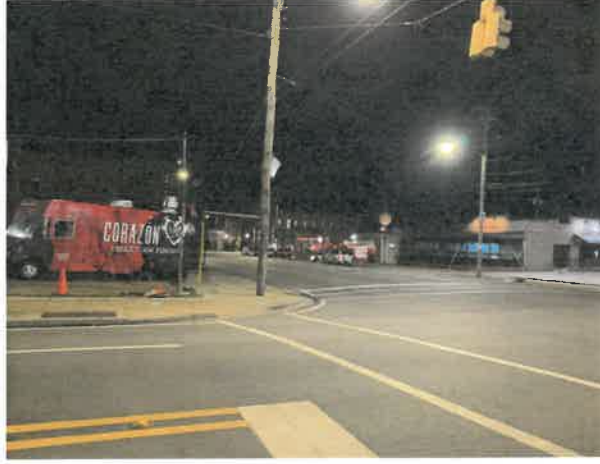
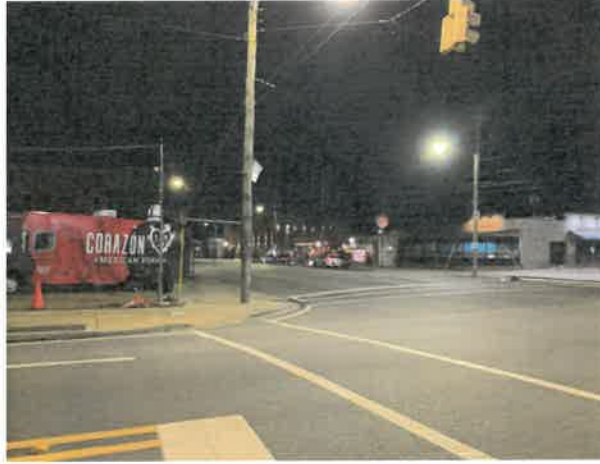
2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



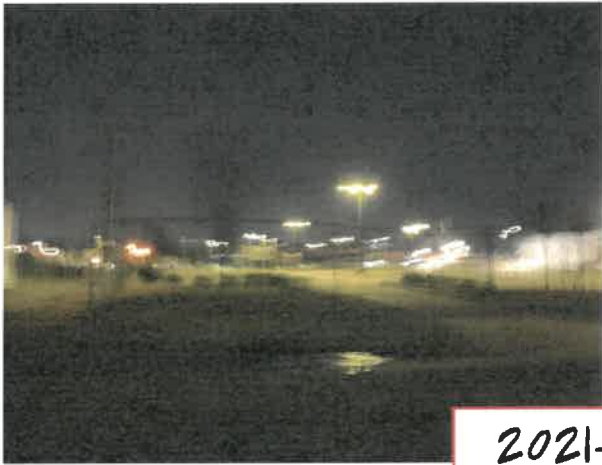
2021-02-09 - 730pm-800pm (Tues Night)



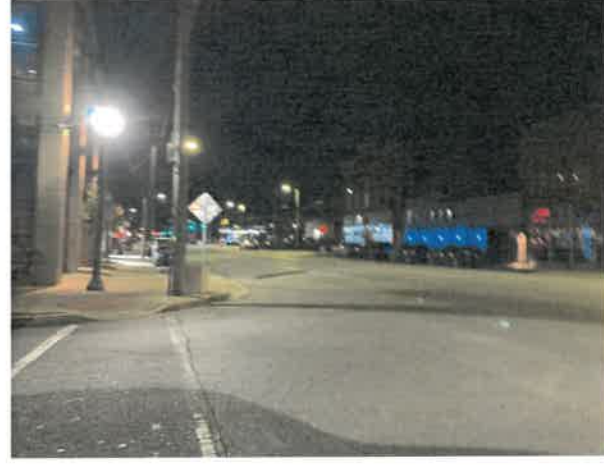
2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)



2021-02-09 - 730pm-800pm (Tues Night)

Meeting – March 11, 2021
Location - City Council Chambers, Third Floor, City Hall
Time - 2:00PM
Pre-Meeting - 1:00PM
Webex

Neighborhood: Huffman Staff Planner Moton ZBA2021-00004

Request: Variance & Special Exception
Applicant: Andy Rotenstrich
Owner: Huffman United Methodist
Site Address: 714 Gene Reed Rd
Zip Code: 35235
Description: Special exception to allow a wireless communication tower in a D2 zoning district pursuant to Title 1, Chapter 4, Article V, Section 1, Subsection 6.A.1.a.ii; Variance to allow a 130 FT wireless communication monopole instead of the maximum allowed height of 60 FT in a D2 zoning district pursuant to Title 1, Chapter 4, Article V, Section 1, Subsection 6.B.1.a, and Variance to allow a wireless communication tower to be located 59 FT from a protected residential lot instead of the minimum required distance of 200 FT pursuant to Title 1, Chapter 4, Article V, Section 1, Subsection 5.G.2.b.
Property Zoned: D-2, Single Family District
Parcel Information: Parcel #:011200313001011000, SW of Section 31, Township 16 S, Range 1 W

Variance:

Variance to allow a 130 FT wireless communication monopole instead of the maximum allowed height of 60 FT in a D2 zoning and variance to allow a wireless communication tower to be located 59 FT from a protected residential lot instead of the minimum required distance of 200 FT

Special Exception:

Special exception to allow a wireless communication tower in a D2 zoning district.

Neighborhood Meeting:

The Huffman Neighborhood Association voted to support the request.

Public Notices:

Public notices were mailed on February 15, 2021.

Applicant's Justification:

The applicant provided documentation of the six (6) variance standard request questions. **Please see attached.**

Staff Analysis:

The parcel located at 714 Gene Reed Road resides within the D-2, Single Family District. The property is not located in any design review district or floodplain. The applicant has met the conditions for a special exception except for the maximum height requirement of 60ft and the minimum 200ft setback from a protected; therefore, a variance is required. The applicant is requesting the cell tower to be 130ft in height and 59ft from a protected residential lot and based upon the applicant response to the six variance standards, they have not provided enough evidence to meet the standards.

Staff Recommendation

Staff believes the applicant has not provided enough evidence to support the variance requests and has merit for **DENIAL**. Staff believes the applicant has provided sufficient evidence to support the special exception request. Therefore, staff believes the request has merit for approval and as such, should be **GRANTED** subject to the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate of occupancy should obtain within two years of approval from the Board.
3. Approved as plans submitted.

BAKER DONELSON

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

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

March 3, 2021

Department of Planning, Engineering and Permits
City of Birmingham
710 North 20th Street
Room 220 City Hall
Birmingham, AL 35203

Re: Wireless Telecommunications Facility - Roebuck
Site Address: 714 Gene Reed Road, Birmingham, Alabama 35211

To Whom It May Concern:

T-Mobile requires a new cell site in the City of Birmingham in order to improve coverage and capacity issues due to increased wireless congestion. Since there are no suitable structures in the area upon which to co-locate, the only option is to build a new cell tower. ForeSite, LLC ("ForeSite") will construct and own the new tower and lease antenna space on the structure and necessary ground space to T-Mobile and other wireless providers.

In addition to the application being file, this letter serves as ForeSite's justification for the height and setback variances for both property lines and the R2 zoning district, to allow a telecommunication's tower on property with a residential zoning classification.

The proposed telecommunications facility will be a one hundred thirty-foot (130') monopole telecommunications facility located on property currently zoned R2. This tower will have a ten-foot (10') lightning rod at its top.

This proposal is consistent with the intent of the ordinance and Board Review Criteria in the following ways:

1. Physical Characteristics of the Property. The exceptional narrowness, shallowness or shape of a specific piece of property, exceptional topographic conditions, or other extraordinary and exceptional conditions of such property would result in peculiar and exceptional practical difficulties to, or exceptional or undue hardship upon the owner of such property upon the strict application of any regulation enacted by the ordinance codified in this Ordinance.

Response: The exceptional topographic conditions of the parcel and the fact that the radio signal emitted from the tower is a fixed technology dictated by physics present the

ALABAMA · FLORIDA · GEORGIA · LOUISIANA · MARYLAND · MISSISSIPPI · SOUTH CAROLINA · TENNESSEE ·
TEXAS · VIRGINIA · WASHINGTON, D.C.

need for the Variances. The location of this tower is dictated by such physics, as the signal from each tower must work in tandem with the signal from other nearby towers. Moving a tower "down the street" or "to the next corner" is not frequently an option when attempting to complete the "network" of cell sites. In order to meet the engineering requirements for this site, T-Mobile needs the proposed tower, at the proposed location, at the proposed height, and at the requested signal levels, to deliver a consistently reliable signal in this geographic area.

Due to the fact that the proposed structure is simply a monopole requiring no increase in traffic and no adverse effect due to lighting, noise, dust or odor, the proposed facility design will not disturb the harmony of natural settings and surrounding development patterns.

2. **Unique Characteristics.** The specific conditions cited are unique to the subject property and generally not prevalent to other properties in the general area, that the granting of the application is necessary for the preservation and enjoyment of a property right, and not merely to serve as a convenience to the applicant.

Response: T-Mobile needs the proposed tower, at the proposed height, and at the requested signal levels, to deliver consistently reliable signal in this geographical area. Please refer to the RF Justification Report, coverage maps and justification documents illustrate the technical necessity for this proposed facility location and height to achieve the necessary service coverage. It can be shown by clear and convincing technical evidence that a lowered height would prohibit or have the effect of prohibiting the provision of service in the intended service area within the City.

3. **Hardship Not Self-Imposed.** The alleged difficulty or hardship has not been created by the previous actions of any person having an interest in the property.

Response: The requirement presents an unnecessary hardship due to the topographic constraints of the parcel, nearby terrain and the location of nearby existing towers. None of these hardships are economic in nature or self-imposed by the applicant.

4. **Financial Gain Not Only Basis.** Financial gain is not the sole basis for granting the variance.

Response: The requirement presents an unnecessary hardship due to the topographic constraints of the parcel, nearby terrain and the location of nearby existing towers. None of these hardships are economic in nature or self-imposed by the applicant.

5. **No Injury to Neighboring Property.** The granting of the variance will not be injurious to other property or improvements in the area, impair an adequate supply of light and air to adjacent property, or substantially diminish or impair property values within the area.

Response: The granting of the requested Variances will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets, or increase the danger of fire, or imperil the public safety, or unreasonably diminish or impair established property values within the surrounding areas, or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of Birmingham, AL.

6. **No Harm to Public Welfare.** The granting of the variance will not be detrimental to the public welfare, increase the congestion in public streets, or increase the danger of fire, or imperil the public safety, or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, and will not substantially impair the intent and purpose of this Ordinance.

Response: The granting of the Variances will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion in public streets. Furthermore, the granting of this variance will not increase the danger of fire, imperil the public safety, unreasonably diminish or impair established property values within the surrounding areas, or in any other respect impair the health, safety, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, Alabama or Jefferson County, Alabama.

ForeSite has demonstrated that extraordinary situations and conditions exist with this proposed site and that the granting of the required variances are necessary for the preservation of a property right and not based upon economic loss.

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

Very truly yours,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

N. Andrew Rotenstreich
by MSP

N. Andrew Rotenstreich, Shareholder

NXR01:mSP02

Enclosure



January 20, 2021

RE: T-Mobile Site # 9BH2566A
718 Gene Reed Rd. Birmingham Alabama

To Whom It May Concern:

T-Mobile South LLC ("T-Mobile") respectfully submits this letter in an effort to construct a new telecommunications tower at 718 Gene Reed Rd, Birmingham Alabama. The proposed new tower is required to provide advanced LTE/5G services, off load congested 5G sectors, and improve 5G in-building experience for all the T-Mobile network customers within the area.

For T-Mobile to expand its LTE/5G wireless network it is necessary to place telecommunication facilities in strategic locations within the market. Specifically, T-Mobile RF Engineering has determined via performance monitoring statistics and drive testing of the area that a site is needed in the Roebuck Drive/Martinwood Rd and Parkway East area to increase the 5G capacity footprint for the residences, schools, churches and commercial buildings in the area including the Roebuck/Woodcrest and Huffman communities. Adjacent T-Mobile facilities 9BH1860B and 9BH0495 and 9BH0137A, as seen on the enclosed maps are all at maximum wireless bandwidth and capacity and therefore unable to provide the needed LTE/5G penetration needed to offload the area. Unfortunately, all previous optimization efforts in this section of town were not able to improve the data capacity and user throughput footprint. As the targeted improvement location is to far from the areas with the most demand for customer data connections. This new site will drastically improve current wireless data user experiences and open the door to brand new ones that are only made possible by advanced 5G network services.

Before requesting permission to build a new tower, T-Mobile looks first for co-location opportunities. There are no opportunities for co-location within 1 mile of the proposed tower that would sufficiently meet TMO's engineering objectives of increasing the capacity and extending the coverage in the area.

Additionally, this new site will improve all user access to T-Mobile's enhanced E911 services as required by the FCC and by the local PSAP.

T-Mobile takes all precautions necessary to ensure that none of its transmission locations interfere with any other carrier and/or wireless entity.

T-Mobile owns and operates the following frequency bands in Birmingham Alabama.

T-Mobile USA, Inc. 10 Inverness Center Parkway, Suite 550, Birmingham, AL 35243

2G/3G/LTE/5G frequency bands										
Band	Name	Mode	Downlink (MHz)			Bandwidth	Uplink (MHz)			Duplex spacing (MHz)
			Low	Middle	High		DL/UL (MHz)	Low	Middle	
			Earfcn			Earfcn				
<u>2</u>	L1900	FDD	1930	1960	1990	60	1850	1880	1910	80
<u>4</u>	L2100	FDD	2110	2132.5	2155	45	1710	1732.5	1755	400
<u>12</u>	L700	FDD	729	737.5	746	17	699	707.5	716	30
<u>41</u>	L2500	TDD	2496	2593	2690	194	UL/DL same frequencies			
<u>66</u>	AWS-3	FDD	2110	2155	2200	90 / 70	1710	1745	1780	400
<u>71</u>	L600	FDD	617	634.5	652	35	663	680.5	698	-46

Also, all T-Mobile facilities conform and comply with all applicable FCC standards for radio frequency emissions.

If you have any further questions related to this application, you may contact me at Ralph.Piacente@T-Mobile.com.

Sincerely,

Ralph Piacente

Ralph Piacente
Sr. RF Engineer
T-Mobile Birmingham Alabama RF Department

cc: Site File, Kristi Anderson (Development Manager – T-Mobile)
Enclosure: Current coverage and proposed coverage propagation maps.

PARCEL ID: 011200313001011000

SOURCE: TAX ASSESSOR RECORDS **TAX YEAR:** 2019

DATE: Monday, February 15, 2021 11:55:25 AM

OWNER: HUFFMAN UNITED METHODIST

ADDRESS: 711 GENE REED RD

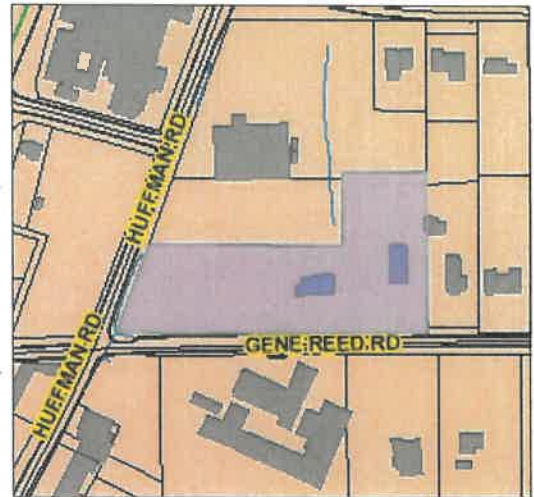
CITY/STATE: BIRMINGHAM AL

ZIP+4: 35235--1122

SITE ADDR: 714 GENE REED RD

CITY/STATE: BHAM, AL

ZIP: 35235



LAND: \$655,700.00

BLDG: \$0.00

OTHER: \$0.00

AREA: 119,510.74

ACRES: 2.74

SUBDIVISION INFORMATION:

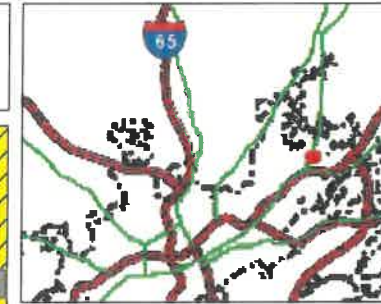
NAME RES LOT 1 & 1-A HUFF FARM

BLOCK:

LOT: 1-B

Section: 31-16-1W; 36-16-2W
Land Slide Zones: Not in Land Slide Zones
Historic Districts: Not in Historic Districts
Commercial Revitalization District: Not in Commercial Revitalization District
Fire District: Not in Fire District
Flood Zones: Not in Flood Zones
Tax Increment Financing District: Not in Tax Increment Financing District
Neighborhoods: Huffman (1001)
Communities: Huffman (10)
Council Districts: District - 2 (Councilor: Hunter Williams)
Zoning Outline: D2
Demolition Quadrants: DEM Quadrant - 4
Impaired Watersheds: Impaired Watershed - Upper Village Creek
Strategic Opportunity Area: Not in Strategic Opportunity Area
RISE Focus Area: In RISE Focus Area
Tax Delinquent Property: Not in Tax Delinquent Property
EPA Superfund: Not in EPA Superfund
Opportunity Zones: Not in Opportunity Zones
Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.

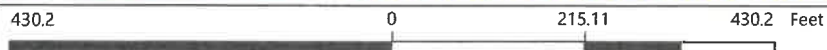


Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

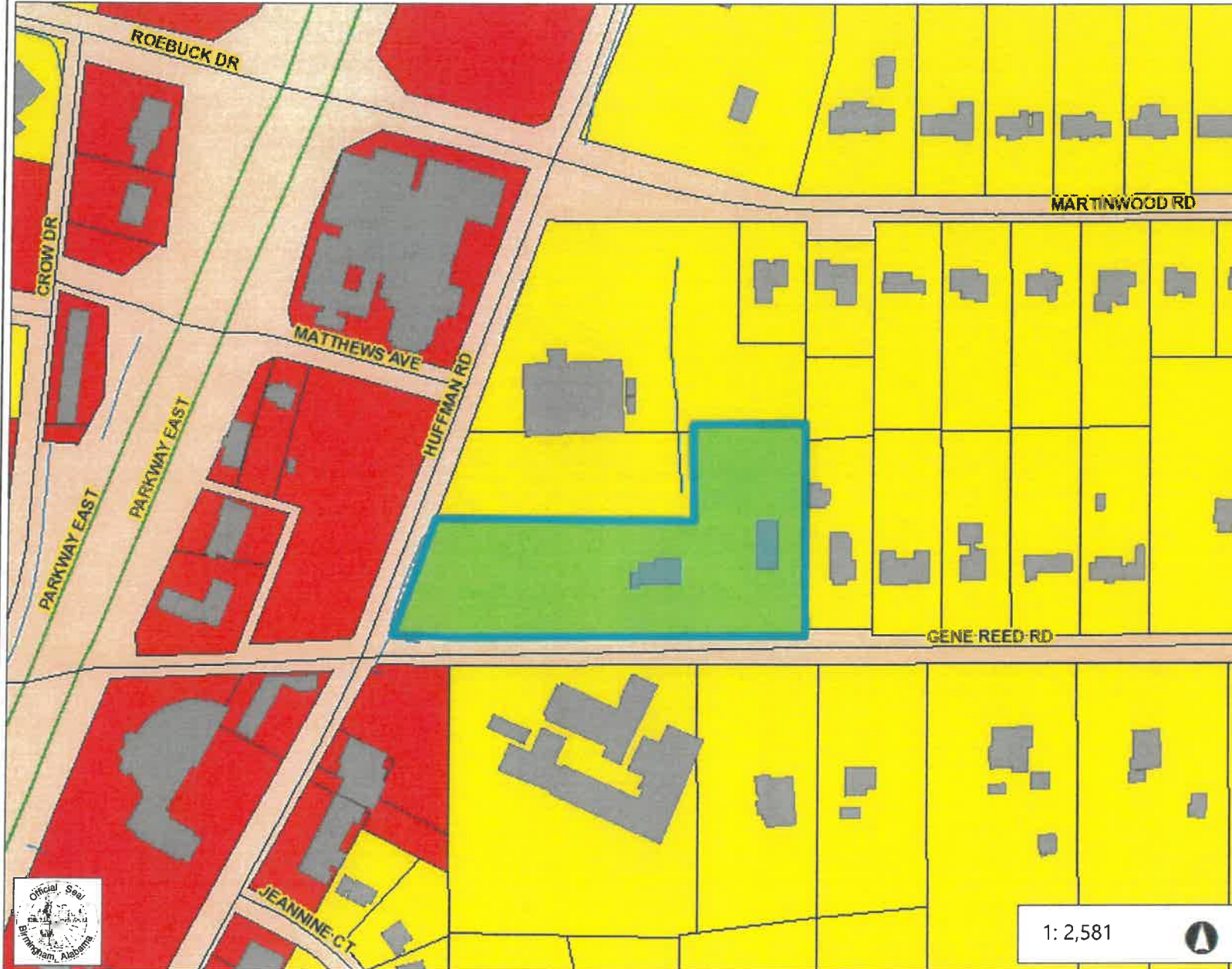
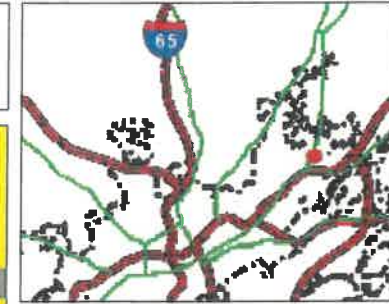


1: 2,581



The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted Land Use Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High



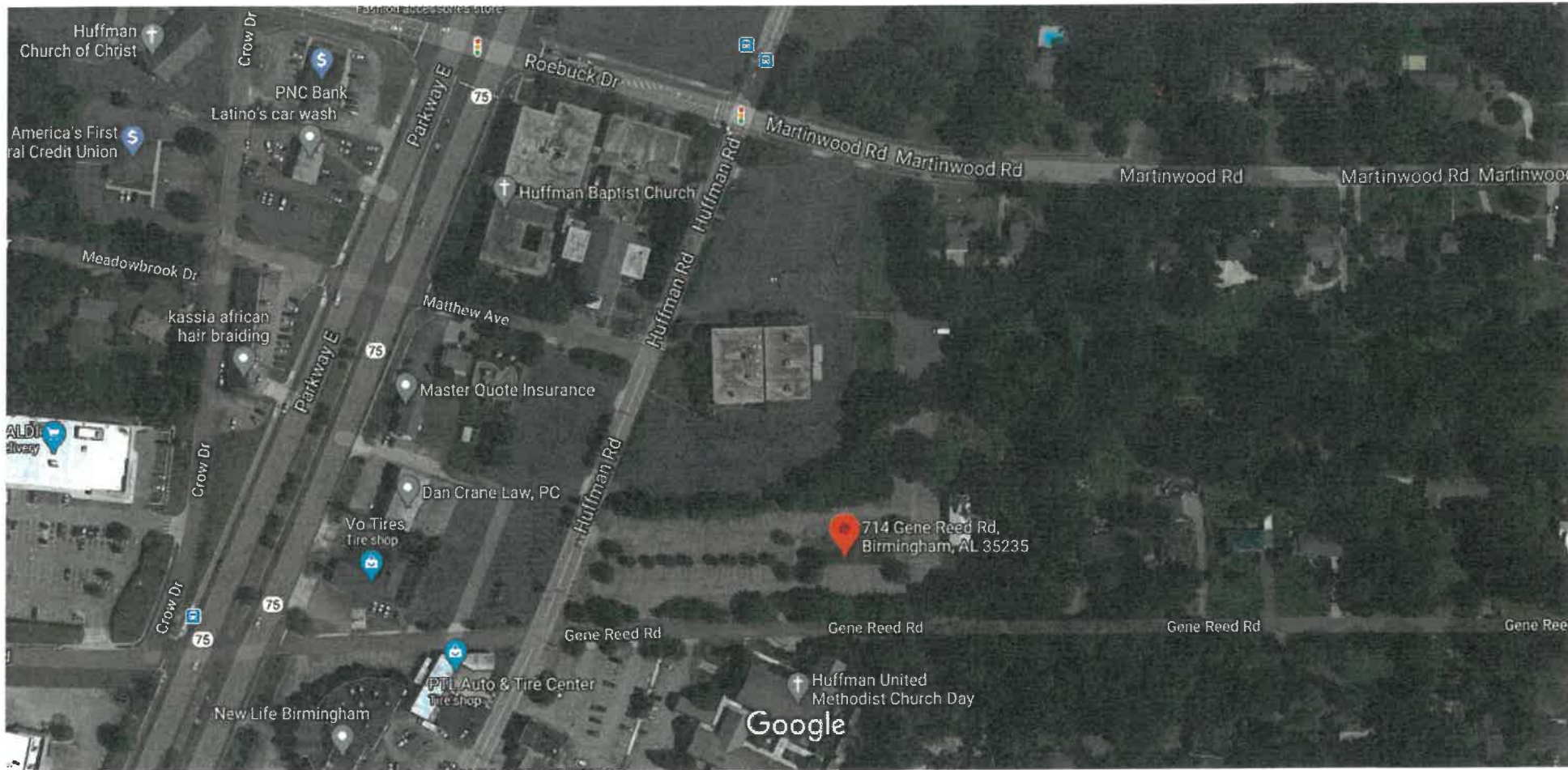
1: 2,581



430.2 0 215.11 430.2 Feet

Notes

Google Maps 714 Gene Reed Rd



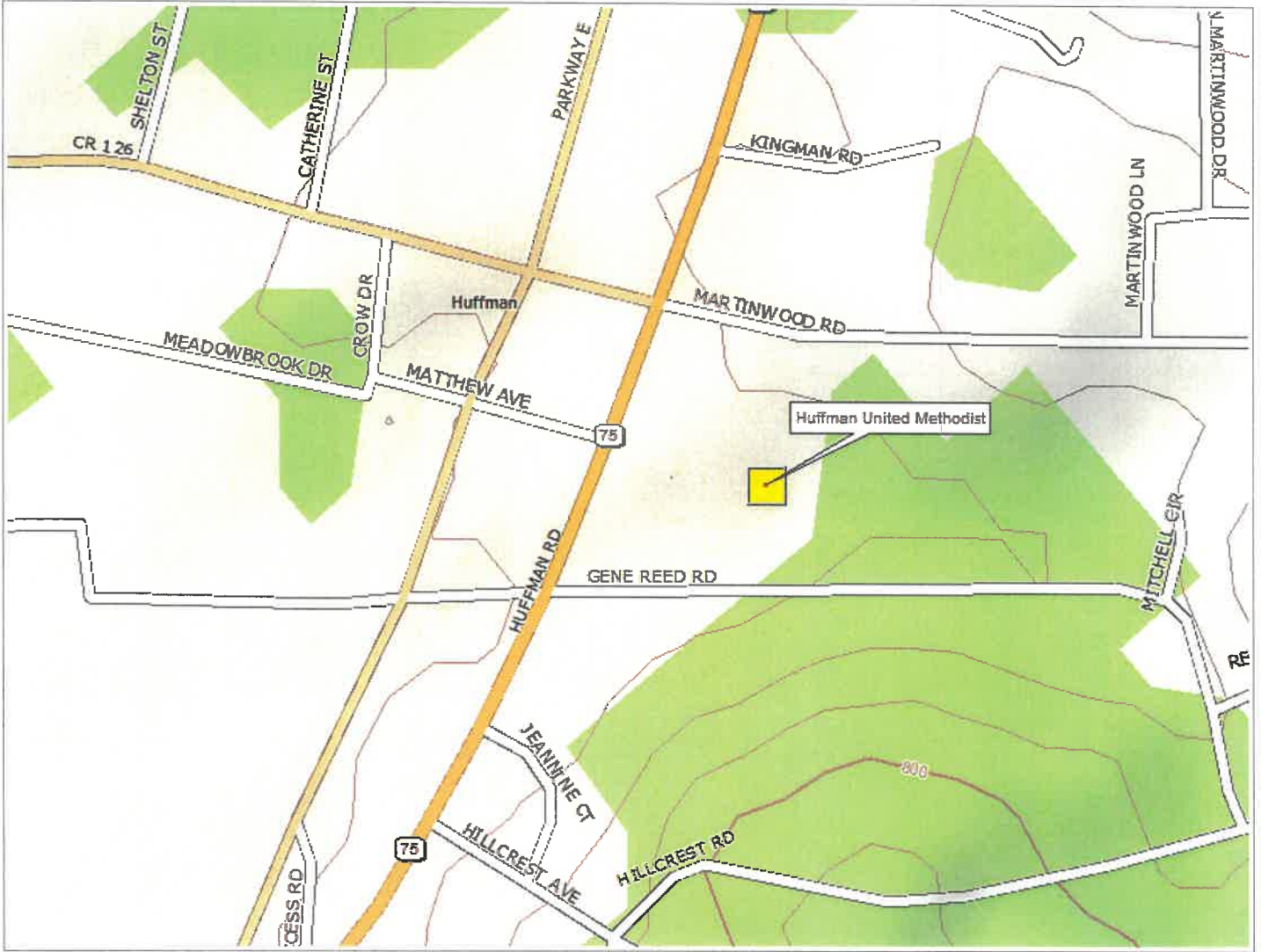
Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

Aerial Map



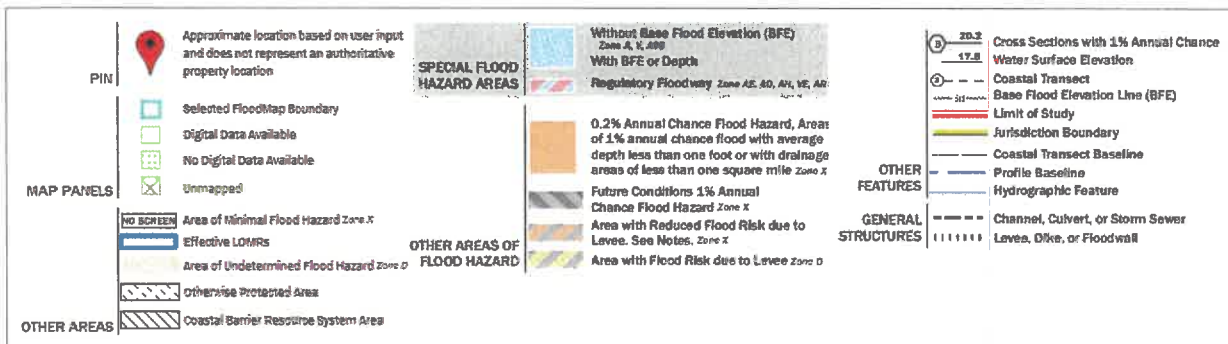
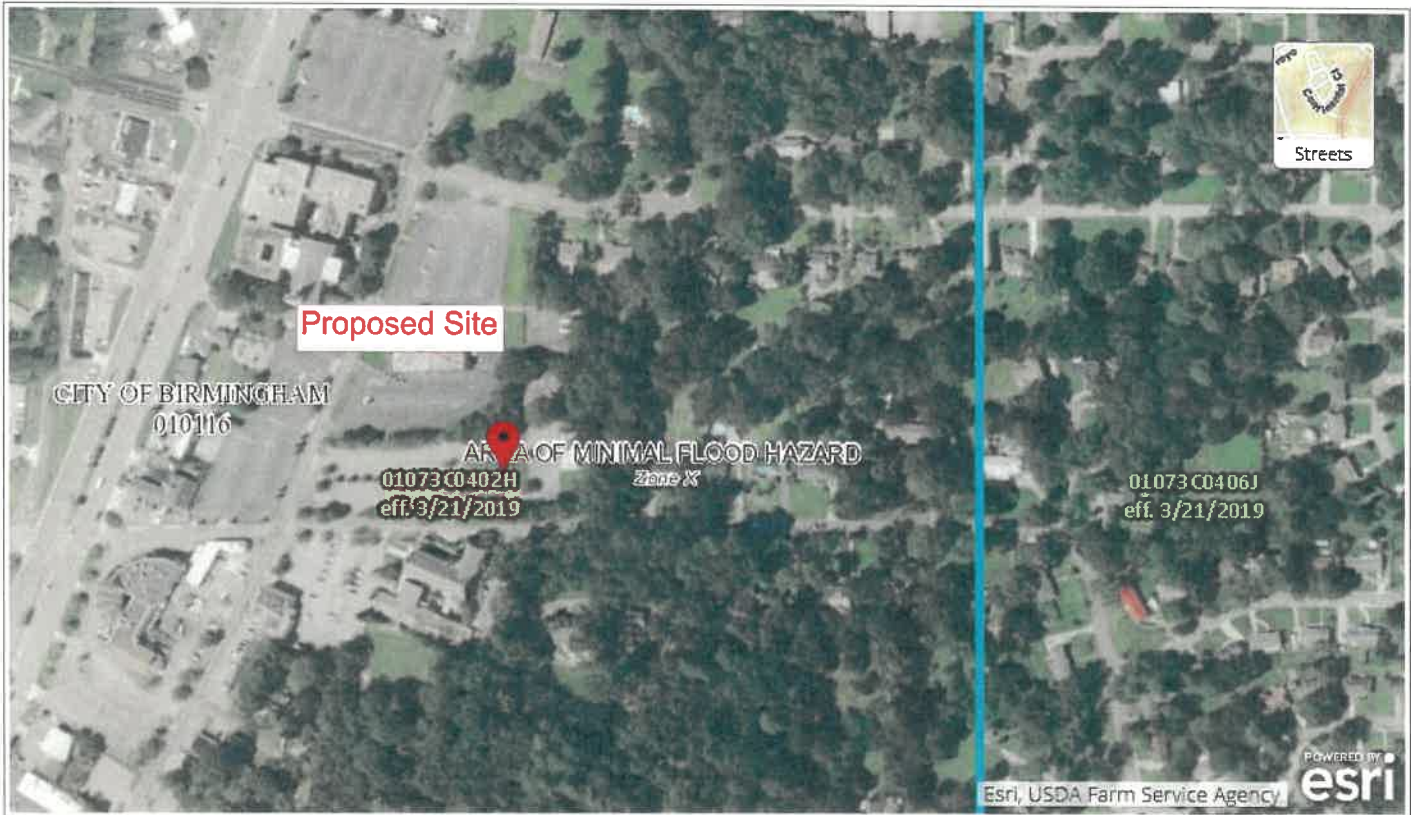
Site Number: 9BH2566

Topographic Map



Site Number: 9BH2566

Flood Map



Site Number: 9BH2566



RAWLAND TOWER DEVELOPEMENT

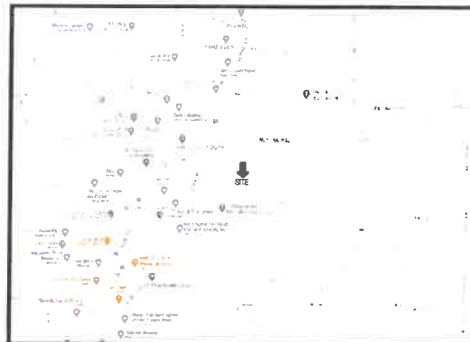
SITE NAME:

ROEBUCK

SITE NUMBER:

9BH2566

NEW RAW LAND SITE WITH 38'x38' FENCED COMPOUND AND
130' MONOPOLE TOWER WITH A 10' LIGHTNING ROD (140' OVERALL)



LOCATION MAP
NTS



VICINITY MAP
NTS



DRAWING INDEX

SHEET	DESCRIPTION
T1	TITLE SHEET
-	SURVEY
N1	CONSTRUCTION NOTES
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	GRADING & EROSION CONTROL PLAN
C4	GRADING & EROSION CONTROL DETAILS
C5	TOWER ELEVATION
C6	FENCE DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY PLAN
E3	ELECTRICAL DETAILS
G1	GROUNDING NOTES
G2	GROUNDING PLAN
G3	GROUNDING DETAILS
L1	LANDSCAPING PLAN

PROJECT INFORMATION

E911 SITE ADDRESS: 711 GENE REED ROAD
BIRMINGHAM, AL 35235

TOWER: 130' MONOPOLE TOWER (140' OVERALL)

LATITUDE: 33° 35' 52.93" NORTH

LONGITUDE: -86° 41' 24.82" WEST

PERMITTING JURISDICTION: CITY OF BIRMINGHAM

PARCEL ID: 12.00.31.3.001.011.000

PROJECT CONTACTS

APPLICANT

FORESITE, LLC
3975 ASBURY ROAD
BIRMINGHAM, AL 35243
CONTACT: CORY BROADLEY
PHONE: (205) 490-2234
EMAIL: cbroadley@foresitetowers.com

POWER PROVIDER

ALABAMA POWER
PHONE: NOT PROVIDED

TELCO PROVIDER

AT&T
PHONE: NOT PROVIDED

POLICE DEPARTMENT

BIRMINGHAM POLICE DEPARTMENT
PHONE: 205-254-2685

FIRE DEPARTMENT

CITY OF BIRMINGHAM
PHONE: 205-254-2395

DRAWINGS BY

CREEKSIDE DESIGNS, LLC
3975 ASBURY ROAD
BIRMINGHAM, AL 35243
PHONE: (205) 490-2224



PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY: SDE

REVIEWED BY: MRR

APPROVED BY: CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

TITLE
SHEET

SHEET NUMBER:

T1

SCOPE OF WORK

CONSTRUCTION DRAWINGS FOR:

- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY.

SITE WORK:

- NEW TOWER
- UNMANNED EQUIPMENT PLATFORM & GENERATOR ON CONCRETE FOUNDATION
- UTILITY INSTALLATIONS

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, FIFTEENTH EDITION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222, REVISION CURRENTLY ENFORCED STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS

INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVELY, GROUND IMPEDANCE, AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM

IEEE 1100 (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT

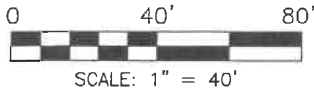
IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

DRIVING DIRECTIONS

DIRECTIONS FROM BIRMINGHAM, AL: TAKE I-20E/I-59N TO EXIT 134 FOR ROEBUCK PARKWAY/AL-75N. USE THE LEFT 2 LANES TO MERGE ONTO AL-75N AND CONTINUE FOR 0.6 MILES. TAKE SLIGHT RIGHT ONTO ACCESS ROAD TOWARDS HUFFMAN ROAD. CONTINUE ONTO HUFFMAN ROAD AND TRAVEL 0.3 MILES TO GENE REED ROAD. TURN RIGHT ONTO GENE REED ROAD AND TRAVEL 400' TO PARKING LOT ENTRANCE ON THE LEFT. TURN INTO THE PARKING LOT AND FOLLOW AROUND TO THE RIGHT TO SITE ACCESS.



LINE	BEARING	DISTANCE
L1	N 89°48'23" E	159.91'
L2	S 26°10'43" W	62.06'
L3	S 00°51'26" E	50.00'
L4	S 89°08'34" W	50.00'
L5	N 00°51'26" W	50.00'
L6	N 89°08'34" E	50.00'
L7	S 89°08'34" W	5.00'
L8	S 08°40'29" E	25.95'
L9	S 05°33'44" E	173.64'±
L10	N 00°51'26" W	25.00'
L11	N 89°55'33" W	27.77'
L12	S 00°23'35" W	196.31'
L13	N 89°50'29" W	168.28'
L14	S 01°01'48" W	37.51'±

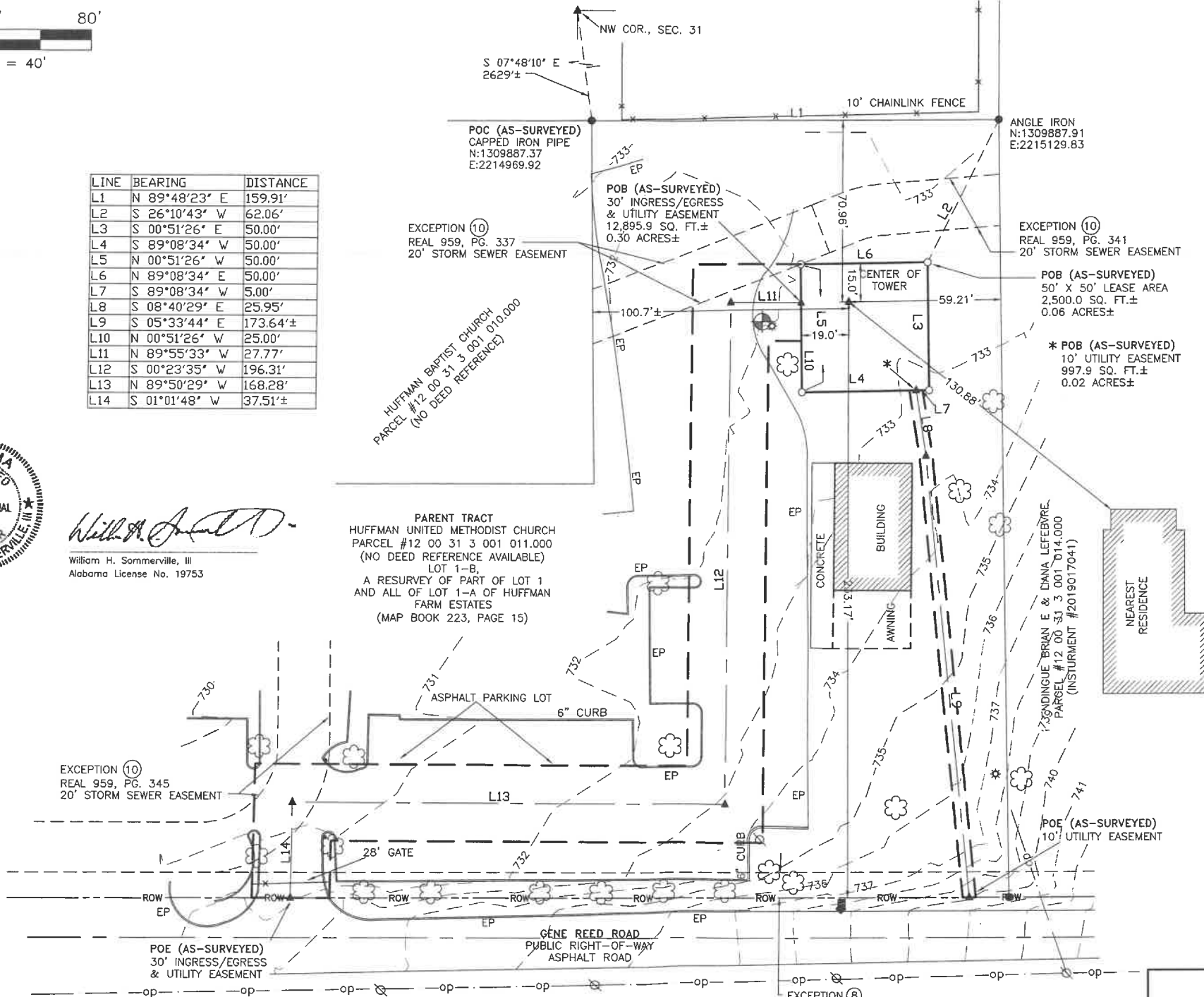


01/18/21

William H. Sommerville, III

William H. Sommerville, III
Alabama License No. 19753

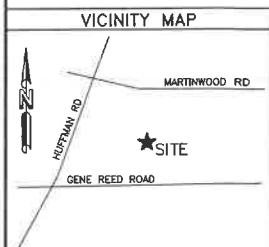
PARENT TRACT
HUFFMAN UNITED METHODIST CHURCH
PARCEL #12 00 31 3 001 011.000
(NO DEED REFERENCE AVAILABLE)
LOT 1-B,
A RESURVEY OF PART OF LOT 1
AND ALL OF LOT 1-A OF HUFFMAN
FARM ESTATES
(MAP BOOK 223, PAGE 15)



TOWER INFO

CENTER OF TOWER:
LATITUDE: 33°35'52.927" NORTH
LONGITUDE: 86°41'24.822" WEST
(NAD 83)
GROUND ELEVATION: 732.5'
ABOVE MEAN SEA LEVEL (NAVD88)

SITE ADDRESS:
711 GENE REED ROAD
BIRMINGHAM, ALABAMA 35235



NOT TO SCALE

ALABAMA WEST
GRID NORTH
GRID TO TRUE NORTH
CONVERGENCE
0°26'53.22783

TRUE NORTH TO MAGNETIC
DECLINATION
3°44.92' W

COMBINED SCALE FACTOR
1.000002946

- LEGEND**
- = 5/8" REBAR SET
 - = FOUND PROPERTY MARKER
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - POE = POINT OF ENDING
 - ▲ = CALCULATED POINT
 - (R) = REFERENCED INFORMATION
 - = BALLARD
 - ⊙ = POWER POLE
 - ⊙ = LIGHT POLE
 - ⊙ = WATER METER
 - ⊙ = TREE
 - ⊙ = MANHOLE
 - ⊙ = GAS LINE MARKER
 - ⊙ = TEMPORARY BENCHMARK
 - NAIL IN LIGHT POLE
ELEVATION: 732.84'
 - = RIGHT-OF-WAY
 - op- = OVERHEAD POWER

FLOOD NOTE
By graphic plotting only, the subject property appears to lie in Zone 'X' of the Flood Insurance Rate Map Community Panel No. 01073C0402H, which bears an effective date of March 21, 2019 and IS NOT in a special flood hazard area. Zone 'X': Areas determined to be outside the 0.2% annual chance flood plain.

ROEBUCK
9BH2566
SW 1/4, SEC. 31, T-16-S, R-1-W
JEFFERSON COUNTY, ALABAMA

REVISION	DATE	BY
1	04/28/20	PKW
2	05/04/20	GVC
3	06/05/20	PKW
4	06/05/20	PKW
5	01/05/20	PKW
6	01/12/20	PKW
7		PKW

TITLE COMMITMENT
TOWER LOCATION CHANGE
CLIENT COMMENTS
ADDED SETBACKS PER ZONING
MOVED CENTER OF TOWER

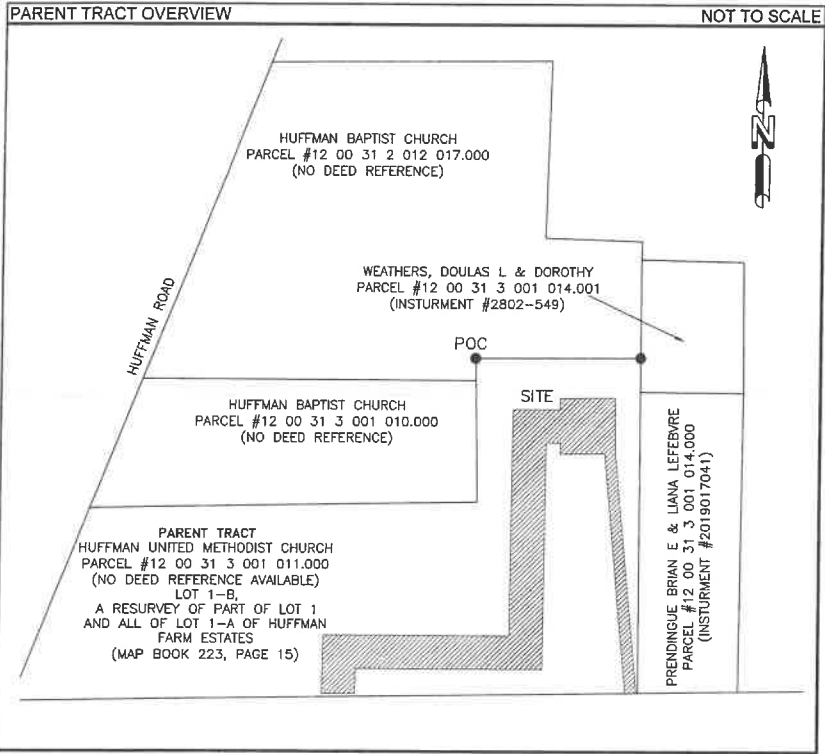
PROJECT NO.
20-0287

DRAWN BY: GVC
CHECKED BY: PKW
FIELD CREW: BW
APPROVED BY: MKD
DATE: 04/09/20
SCALE: AS SHOWN
SHEET 1 OF 2

RAWLAND TOWER SURVEY

FORESITE
3975 REBURY ROAD
VESTAVIA HILLS, AL 35243

FOR:
SMW Engineering Group, Inc.
138 Business Center Drive
Birmingham, Alabama 35244
Ph: 205-252-8885
www.smweng.com



PARENT TRACT

Lot 1-B, a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates as recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama.

50' X 50' LEASE AREA (AS-SURVEYED)

Being a portion of Lot 1-B a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 31, T-16-S, R-1-W said Jefferson County and being more particularly described as follows:

Commencing at a capped iron rod found at the northernmost northwest corner of said Lot 1-B; said capped iron rod lying S 07°48'10" E a distance of 2629 feet, more or less, from the northwest corner of said Section 31 and having Alabama West Plane Coordinates of N:1309887.37, E:2214969.92; thence N 89°48'23" E a distance of 159.91 feet to a Angle Iron found at the northeast corner of said Lot 1-B having Alabama West State Plane Coordinates of N:1309887.91, E:2215129.83; thence S 26°10'43" W a distance of 62.06 feet to a 5/8" rebar set and the Point of Beginning; thence S 00°51'26" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°08'34" W a distance of 50.00 feet to a 5/8" rebar set; thence N 00°51'26" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°08'34" E a distance of 50.00 feet to a 5/8" rebar set and the Point of Beginning. Said above described Lease Area contains 2,500.0 square feet or 0.06 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of Lot 1-B a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 31, T-16-S, R-1-W said Jefferson County and being more particularly described as follows:

Commencing at a capped iron rod found at the northernmost northwest corner of said Lot 1-B; said capped iron rod lying S 07°48'10" E a distance of 2629 feet, more or less, from the northwest corner of said Section 31 and having Alabama West Plane Coordinates of N:1309887.37, E:2214969.92; thence N 89°48'23" E a distance of 159.91 feet to a Angle Iron found at the northeast corner of said Lot 1-B having Alabama West State Plane Coordinates of N:1309887.91, E:2215129.83; thence S 26°10'43" W a distance of 62.06 feet to a 5/8" rebar set; thence S 00°51'26" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°08'34" W a distance of 50.00 feet to a 5/8" rebar set; thence N 00°51'26" W a distance of 25.00 feet to the Point of Beginning of an Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 89°55'33" W a distance of 27.77 feet to a point; thence S 00°23'35" W a distance of 196.31 feet to a point; thence N 89°50'29" W a distance of 168.28 feet to a point; thence S 01°01'48" W a distance of 37.51 feet, more or less, to the north right-of-way line of Gene Reed Road and the Point of Ending. Said above described Easement contains 12,895.9 square feet or 0.30 acres, more or less.

10' UTILITY EASEMENT (AS-SURVEYED)

Being a portion of Lot 1-B a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 31, T-16-S, R-1-W said Jefferson County and being more particularly described as follows:

Commencing at a capped iron rod found at the northernmost northwest corner of said Lot 1-B; said capped iron rod lying S 07°48'10" E a distance of 2629 feet, more or less, from the northwest corner of said Section 31 and having Alabama West Plane Coordinates of N:1309887.37, E:2214969.92; thence N 89°48'23" E a distance of 159.91 feet to a Angle Iron found at the northeast corner of said Lot 1-B having Alabama West State Plane Coordinates of N:1309887.91, E:2215129.83; thence S 26°10'43" W a distance of 62.06 feet to a 5/8" rebar set; thence S 00°51'26" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°08'34" W a distance of 5.00 feet to the Point of Beginning of an Easement being 10 feet in width and lying 5 feet on each side of the following described centerline; thence S 08°40'29" E a distance of 25.95 feet to a point; thence S 05°33'44" E a distance of 173.64 feet, more or less, to the north right-of-way line of Gene Reed Road and the Point of Ending. Said above described Easement contains 997.9 square feet or 0.02 acres, more or less.

PLOTTABLE EXCEPTIONS

Chicago Title Insurance Company
Commitment for Title Insurance File No. 7238P-19
Date October 30, 2019 @ 8:00 am
Schedule B, Section II

Exception No.	Instrument	Comment
1-7 & 9		Standard exceptions. Contain no survey matters.
⑧	MAP 25 PG. 61	Does Affect as shown hereon.
⑩	REAL 959, PAGE 337	Does Affect as shown hereon.
	REAL 959, PAGE 341	Does Affect as shown hereon.
	REAL 959, PAGE 343	Does Not Affect.
	REAL 959, PAGE 345	Does Affect as shown hereon.
	REAL 1474, PAGE 743	Does Not Affect.
⑪	BOOK LR200708, PAGE 19874	Does Not Affect.

SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information, and belief.

William H. Sommerville, III

William H. Sommerville, III
Alabama License No. 19753



01/18/21

SURVEYOR'S NOTES

- This is a Rawland Tower Survey, made on the ground under the supervision of an Alabama Registered Land Surveyor. Date of field survey is April 1, 2020.
- The following surveying instruments were used at time of field visit: Topcon DM55 Total Station, Reflectorless and Hiper SR RTK Network Rover with static capability.
- Bearings are based on Alabama West State Plane Coordinates NAD 83 by GPS observation.
- No underground utilities, underground encroachments or building foundations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
- Benchmark used is a GPS Continuously Operating Reference Station, PID DL6212. Onsite benchmark is as shown hereon. Elevations shown are in feet and refer to NAVD 88.
- This survey was conducted for the purpose of a Rawland Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
- Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration when obtaining scaled data.
- This Survey was conducted in reference to a Commitment for Title Insurance prepared by Chicago Title Insurance Company, Commitment No. 7238P-19, and dated October 30, 2019 at 8:00a.m.
- Surveyor hereby states the Geodetic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FAA Accuracy Code 1A).
- Survey shown hereon conforms to the Minimum Requirements as set forth by the State Board for a Class "A" Survey.
- Field data upon which this map or plat is based has a closure precision of not less than one-foot in 15,000 feet (1":15,000') and an angular error that does not exceed 10 seconds times the square root of the number of angles turned. Field traverse was not adjusted.
- This survey is not valid without the original signature and the original seal of a state licensed surveyor.
- This survey does not constitute a boundary survey of the Parent Tract. Any parent tract property lines shown hereon are from supplied information and may not be field verified.
- Per supplied information the site falls within the Zoning Jurisdiction of Jefferson County and is not subject to Zoning regulations.

RAWLAND TOWER SURVEY FORESITE 3975 ASBURY ROAD VESTAVIA HILLS, AL 35243	DRAWN BY: GVG CHECKED BY: PWK FIELD CREW: BW PROJECT NO: MD DATE: 04/09/20 SCALE: N.T.S. SHEET 2 OF 2	REVISION NO. 1 TITLE COMMITMENT NO. 2 TOWER LOCATION CHANGE NO. 3 CLIENT COMMENTS NO. 4 ADDED SETBACKS PER ZONING NO. 5 MOVED CENTER OF TOWER	BY PWK GVG PWK PWK PWK	DATE 04/28/20 05/04/20 06/05/20 01/05/20 01/12/20
	PROJECT NO. 20-0287			
	SMW Engineering Group, Inc. 158 Business Center Drive Birmingham, Alabama 35244 PH: 205-252-6985 www.smweng.com			
	ROEBUCK 9BH2566 SW 1/4, SEC. 31, T-16-S, R-1-W JEFFERSON COUNTY, ALABAMA			

GENERAL NOTES:

- FOR THE PURPOSE OF THE CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR – GENERAL CONTRACTOR (CONSTRUCTION)
OWNER – FORESITE, LLC
- PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE CONSTRUCTION MANAGER.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
- THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
- IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONSTRUCTION MANAGER.
- THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
- CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY.
- CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
- CONTRACTOR SHALL HAVE A PRECONSTRUCTION MEETING WITH OWNER TO DISCUSS ALL ASPECTS OF THE CONSTRUCTION SCOPE OF THIS DRAWING TO ENSURE HE IS FAMILIAR AND UNDERSTANDS ALL REQUIREMENTS AND INTENT OF EACH ACTIVITY.
- THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE CONSTRUCTION MANAGER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.
- IT IS THE INTENTION OF THESE DRAWINGS TO SHOW THE COMPLETE INSTALLATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY BRACING, SHORING, TIES, FORM WORK, ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL ORDINANCES, TO SAFELY EXECUTE ALL WORK AND SHALL BE RESPONSIBLE FOR SAME. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES.
- THE CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS, AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD DESIGN ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH PERFORMANCE OF WORK ON THIS PROJECT. ALL WORK SHALL COMPLY WITH OSHA AND STATE SAFETY REQUIREMENTS. PROCEDURES FOR THE PROTECTION OF EXCAVATIONS, EXISTING CONSTRUCTION AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
- ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE & ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS PERFORMED.
- ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND CONSTRUCTION MANAGER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
- ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED.
- ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE (1) YEAR FROM DATE OF ACCEPTANCE.

SITE WORK GENERAL NOTES:

- THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
- ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING & EXCAVATION.
- ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS AND PROJECT SPECIFICATIONS.
- IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
- ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF OWNER AND/OR LOCAL UTILITIES.
- THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
- THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
- NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
- THE SUB GRADE SHALL BE COMPACTED TO 95% PROCTOR AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
- THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS.
- CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

STRUCTURAL STEEL NOTES:

- ALL WELDING SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
- BOLTED CONNECTIONS SHALL BE ASTM A325 BEARING TYPE CONNECTIONS AND SHALL HAVE MINIMUM OF TWO BOLTS UNLESS NOTED OTHERWISE.

CONCRETE FOUNDATION NOTES:

- REFER TO CIVIL DRAWINGS FOR ORIENTATION OF FOUNDATION.
- USE A HIGH-EARLY STRENGTH CONCRETE MIX SO THE CABINET MAY BE PLACED THREE DAYS FOLLOWING CONCRETE POURING. COARSE AGGREGATE USED IN THE CONCRETE SHALL BE GRADED FROM 3/4" TO NO. 4 ONLY. THE COMPRESSION STRENGTH OF THE CONCRETE MUST BE A MINIMUM OF 4000 PSI AS DETERMINED BY ASTM C39 TEST OF COMPRESSION STRENGTH OF CONCRETE CYLINDERS.
- CURE THE PAD FOR A MINIMUM OF THREE DAYS BEFORE EQUIPMENT INSTALLATION, OR PER SPECIFICATIONS FOR THE TYPE OF CONCRETE USED AND PER LOCAL CODES AND REQUIREMENTS.
- ALL CONCRETE SHALL HAVE 28 DAY STRENGTH OF 4000 PSI MINIMUM, WITH A SLUMP OF 3"-7" AND SHALL BE AIR ENTRAINED @ 5.5 ±1.1%. 5 TEST CYLINDERS SHALL BE MADE FOR THE 3, 7, & (2) 28 DAY TESTS WITH ONE SPARE.
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE REINFORCEMENT SHALL CONFORM TO ASTM A 185 FOR STEEL WELDED WIRE REINFORCEMENT UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD UNLESS NOTED OTHERWISE.
- CONTRACTOR TO ENSURE FOUNDATION / SLAB ARE POURED TO MEET FLATNESS LEVEL TOLERANCES AS INDICATED IN ACI 4.5.6 AND ACI 4.5.7.
- SLAB TOLERANCE IS ± 1/4".
- THIS FOUNDATION IS DESIGNED FOR 2,000 PSF ALLOWABLE SOIL BEARING CAPACITY.
- A CHAMFER, 3/4", SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
- FOUNDATION BEARING MATERIAL SHALL BE TESTED & VERIFIED BY A LICENSED GEOTECHNICAL ENGINEER.
- GROUND REBAR TO GROUND RING IN (2) LOCATIONS USING #2 SOLID BARE TINNED COPPER GROUND WIRE.
- INSTALLATION OF CONCRETE EXPANSION/WEDGE ANCHORS, SHALL BE PER MANUFACTURER'S WRITTEN RECOMMENDED PROCEDURE. THE ANCHOR BOLT, DOWEL OR ROD SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION FOR EMBEDMENT DEPTH OR AS SHOWN ON THE DRAWINGS. NO REBAR SHALL BE CUT WITHOUT PRIOR ENGINEERING APPROVAL WHEN DRILLING HOLES IN CONCRETE.
- CONDUITS SHALL EXTEND APPROXIMATELY 2" ABOVE FINISHED SURFACE. SEAL CONDUITS TO PREVENT CONCRETE ENTRY DURING POUR.

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb. 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

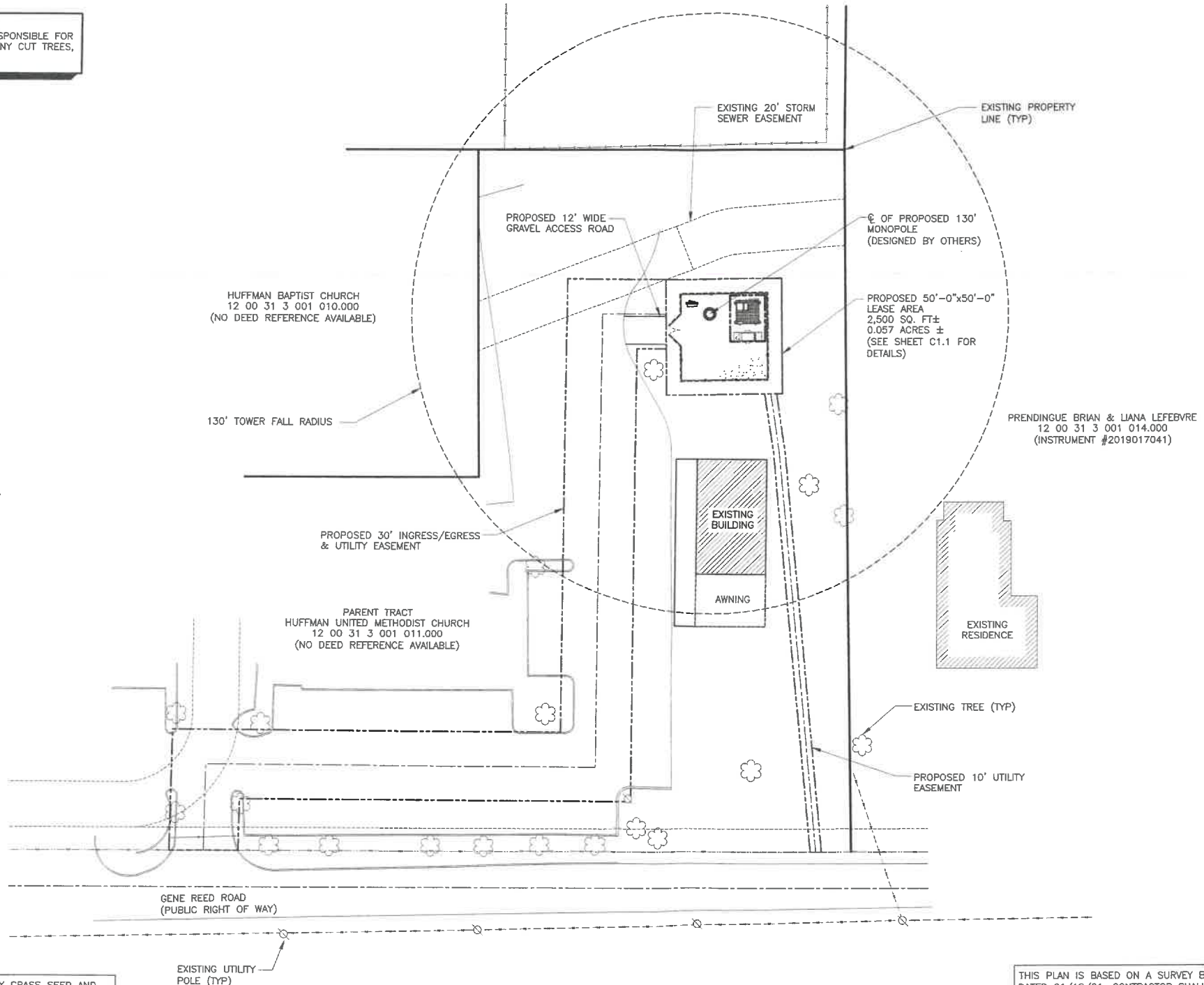
SHEET TITLE:

CONSTRUCTION
NOTES

SHEET NUMBER:

N1

NOTE:
CONTRACTOR IS RESPONSIBLE FOR
THE REMOVAL OF ANY CUT TREES,
LIMBS, OR BRUSH.



OVERALL SITE PLAN
NTS

CONTRACTOR SHALL APPLY GRASS SEED AND MULCH TO DISTURBED AREAS AFFECTED BY CONSTRUCTION.

THIS PLAN IS BASED ON A SURVEY BY SMW, DATED 01/18/21. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:

SDE

REVIEWED BY:

MRR

APPROVED BY:

CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

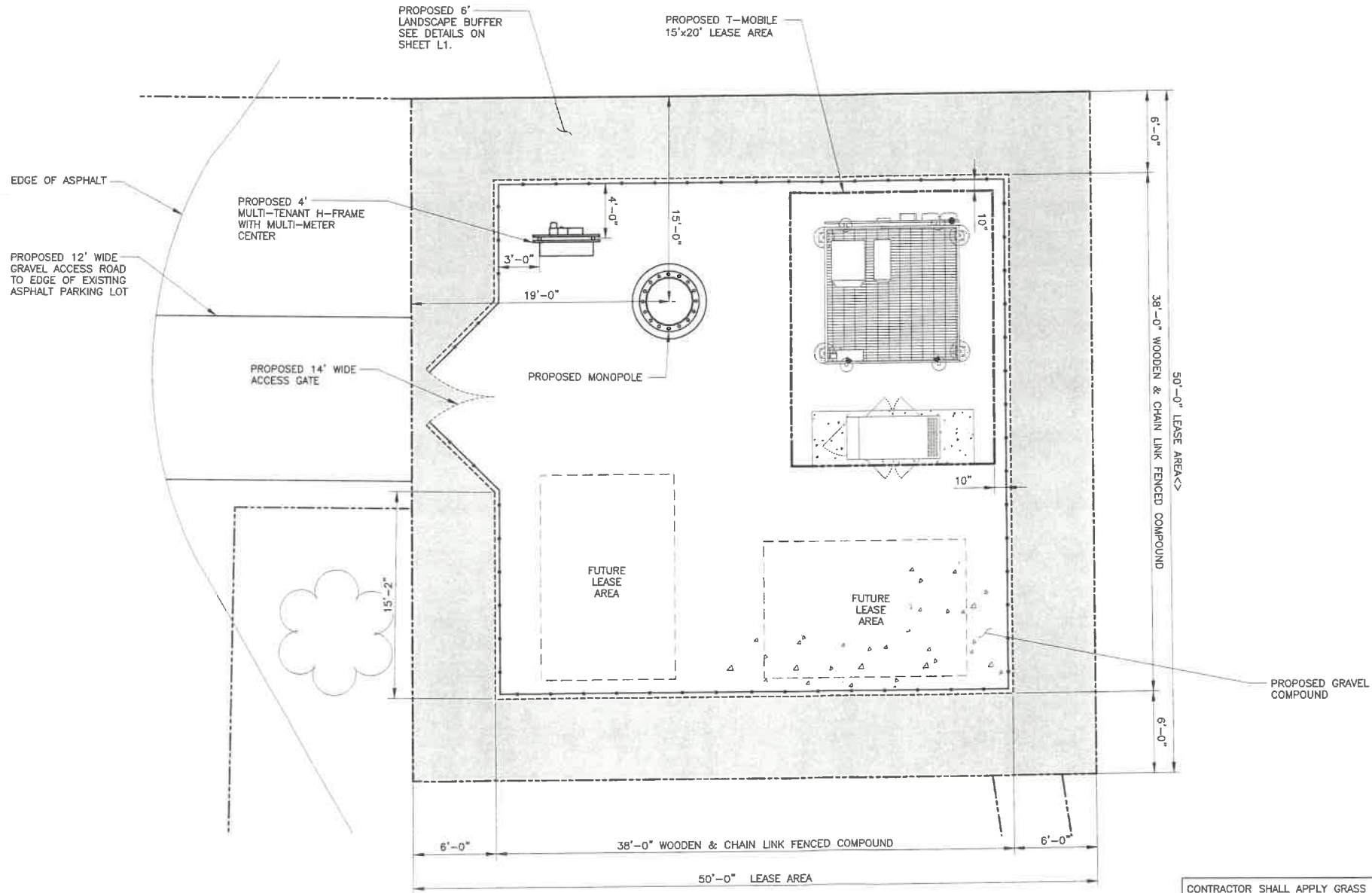
SHEET TITLE:

OVERALL
SITE PLAN

SHEET NUMBER:

C1

NOTE:
CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY CUT TREES, LIMBS, OR BRUSH.



ENLARGED SITE PLAN
11x17 SCALE: 1/8" = 1'-0"
22x34 SCALE: 1/4" = 1'-0"

CONTRACTOR SHALL APPLY GRASS SEED AND MULCH TO DISTURBED AREAS AFFECTED BY CONSTRUCTION.

THIS PLAN IS BASED ON A SURVEY BY SMW, DATED 01/18/21. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PREPARED FOR:

FORESITE
LLC

PREPARED BY:

CREEKSIDE
DESIGNS

3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:

Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

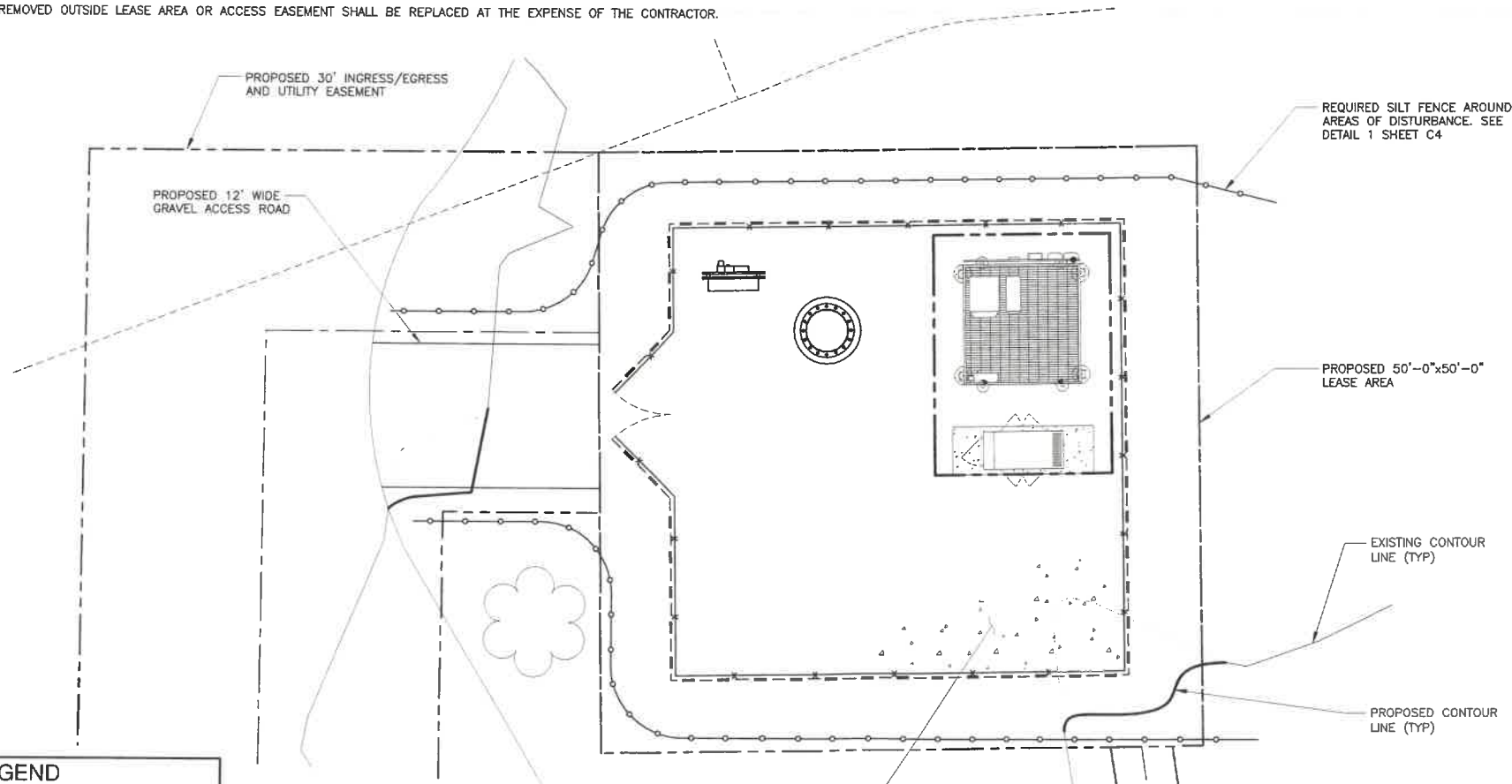
ENLARGED
SITE PLAN

SHEET NUMBER:

C2

NOTES:

1. THE CONTRACTOR IS TO VERIFY THAT ALL EXISTING TOPOGRAPHY AND HORIZONTAL GEOMETRY IS AS INDICATED ON THESE DRAWINGS. THE CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL UNDERGROUND AND OVERHEAD UTILITIES AND SERVICES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INTERFERENCES WHICH AFFECT CONSTRUCTION.
2. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES, CODES, AND REGULATIONS.
3. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN ALL STATE REQUIRED PERMITS.
4. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENTS AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO OWNER.
5. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE PROVISION WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTORS EXPENSE.
6. ALL WASTE MATERIAL SHALL BE PROPERLY DISPOSED OF OFF SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.
7. SEED AND MULCH ALL DISTURBED AREAS NOT COVERED BY OTHER MATERIALS AS TO RESTORE DAMAGED PROPERTY BACK TO ORIGINAL CONDITION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO CORRECT ALL DAMAGE TO THE SITE SUBSEQUENT TO THE INSTALLATION OF THE POWER AND TELCO LINES.
9. THE CONTRACTOR IS TO REMOVE ALL TREES AND STUMPS WITHIN ACCESS EASEMENT AND LEASE AREA.
10. TREES DAMAGED OR REMOVED OUTSIDE LEASE AREA OR ACCESS EASEMENT SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.



INSTALL NEW 6" THICK LIMESTONE GRAVEL & LANDSCAPE GEOTEXTILE FABRIC INSIDE LEASE AREA. CONSISTING OF 2" LAYER #57 LIMESTONE GRAVEL, ON TOP OF 4" LAYER CRUSHER RUN COMPACTED TO 95% PROCTOR. EXTEND 1" OUTSIDE OF FENCE. SEE DETAIL 2 SHEET C4.

CONTRACTOR SHALL APPLY GRASS SEED AND MULCH TO DISTURBED AREAS AFFECTED BY CONSTRUCTION.

THIS PLAN IS BASED ON A SURVEY BY SMW, DATED 01/18/21. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

LEGEND

- SILT FENCE
- EXISTING CONTOURS
- EXISTING CONTOUR SECTION TO CHANGE
- NEW CONTOURS
- SPOT ELEVATION

GRADING & EROSION CONTROL PLAN

11x17 SCALE: 1/32" = 1'-0"
22x34 SCALE: 1/16" = 1'-0"

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY: SDE

REVIEWED BY: MRR

APPROVED BY: CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb. 04, 2021

PROJECT INFORMATION:

**ROEBUCK
9BH2566**

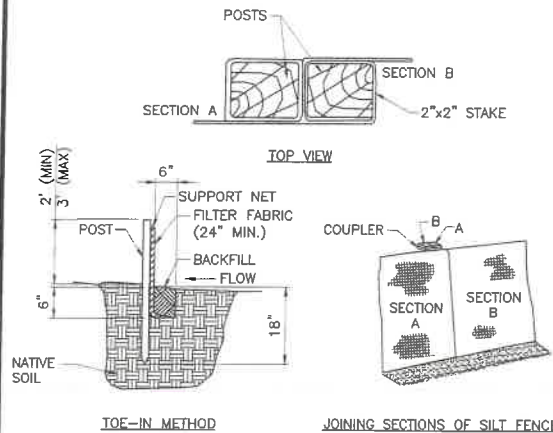
711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

**GRADING &
EROSION
CONTROL PLAN**

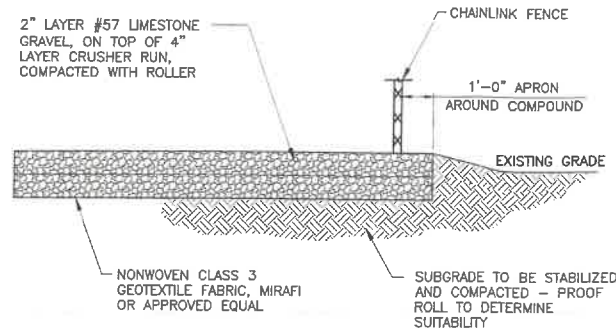
SHEET NUMBER:

C3



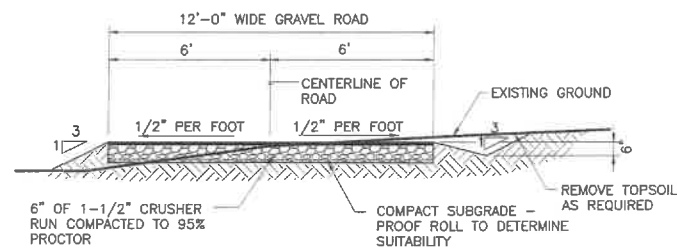
TYPE C SILT FENCE DETAIL

DETAIL 1
NTS



TYPICAL COMPOUND SECTION

DETAIL 2
NTS



TYPICAL 12' WIDE GRAVEL ROAD SECTION

DETAIL 3
NTS

GRADING/EROSION CONTROL NOTES

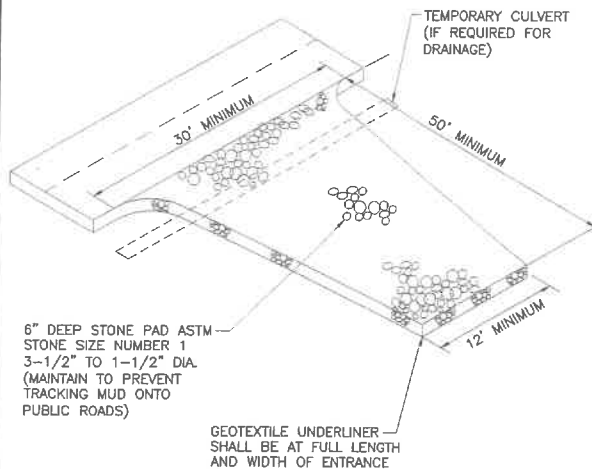
1. NEW CONTOURS AND SPOT ELEVATIONS ARE SHOWN AT TOP OF CRUSHED STONE, TOP OF FOUNDATION, OR TOP OF TOPSOIL, SEE PLAN FOR THICKNESS OF CRUSHED STONE. MASS GRADED AREAS AND CRUSHED STONE SHALL BE FINISHED WITHIN 2" OF GRADES SHOWN. FOUNDATIONS SHALL BE FINISHED WITHIN 0.5" OF GRADES SHOWN.
2. ALL TREES, ROOTS, BRUSH AND ORGANIC MATTER (TOPSOIL) SHALL BE REMOVED BEFORE BEGINNING FILL. FILL MATERIAL SHALL BE CLEAN SOIL CONTAINING NO ROCKS LARGER THAN 6 INCHES.
3. ALL AREAS TO RECEIVE FILL SHALL FIRST BE PROOF ROLLED UNDER THE SUPERVISION OF THE ENGINEER OR TESTING LAB PERSONNEL. ANY AREAS WHICH EXHIBIT "PUMPING" SHALL BE UNDERCUT (OR OTHERWISE STABILIZED) TO A FIRM SOIL BEFORE PLACING FILL. ALSO, ALL FINAL SUBGRADES, WHETHER IN CUT OR FILL, SHALL BE PROOF ROLLED PRIOR TO CONSTRUCTING SLABS OR PAVEMENTS, CONTACT ENGINEER FOR DIRECTION IN SITUATIONS WHERE SOIL COMPACTION OR BEARING CAPACITY MAY BE INADEQUATE.
4. FILL SHALL BE FORMED OF SATISFACTORY MATERIAL PLACED IN SUCCESSIVE HORIZONTAL LAYERS OF NOT MORE THAN 6 INCHES IN LOOSE DEPTH FOR THE FULL WIDTH OF EACH STRIP. SLOPES SHALL BE WARRANTED FOR A PERIOD OF 1 YEAR.
5. FILL SOIL SHALL BE PLACED AT A MOISTURE CONTENT THAT IS WITHIN MINUS 1% OR PLUS 3% POINTS OF THE OPTIMUM MOISTURE CONTENT AND TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM 698 (STANDARD PROCTOR). THE UPPER 12 INCHES OF FILL SHALL BE COMPACTED TO 95%.
6. STANDARD PROCTOR TEST (ASTM 698) SHALL BE DONE BY AN INDEPENDANT TESTING LABORATORY EMPLOYED BY THE CONTRACTOR. IN-PLACE DENSITY TESTS SHALL BE PERFORMED ON EACH LIFT TO ENSURE PROPER PLACEMENT OF FILL MATERIAL.
7. ALL DISTURBED AREAS SHALL RECEIVE GROUND COVER. ALL AREAS TO RECEIVE GROUND COVER SHALL HAVE A MINIMUM OF 4 INCHES OF TOPSOIL. ALL FOREIGN DEBRIS SHALL BE REMOVED BEFORE PLACING TOP SOIL. AREAS WITH LESS THAN 4:1 SLOPE SHALL BE SEEDDED WITH FOUR POUNDS OF KENTUCKY 31 FESCUE AND ONE POUND OF ANNUAL RYE PER 1,000 SQUARE FEET. SLOPES STEEPER THAN 4:1 SHALL BE SEEDDED WITH A MIXTURE OF 1/4 POUND SCARIFIED SERCEALESPEDEZA, 1/4 POUND CROWN FETCH, AND ONE POUND KENTUCKY 31 FESCUE PER 1,000 SQUARE FEET WITH 30 POUNDS PER 1,000 SQUARE FEET OF 6-12-12 FERTILIZER. SLOPES 3:1 OR STEEPER SHALL BE COVERED WITH NORTH AMERICAN GREEN EROSION CONTROL BLANKET S150 INSTALLED PER MANUFACTURER'S SPECIFICATIONS (OR ENGINEER APPROVED EQUAL) TO PREVENT EROSION. CONTRACTORS SHALL WARRANTY GROUND COVER AND SLOPES FOR A PERIOD OF 1 YEAR. MUST APPLY AS SOON AS EXCAVATION IS COMPLETE.
8. CONFINE ALL CONSTRUCTION ACTIVITY TO LEASE AREA. DO NOT ENTER ADJACENT PROPERTY WITHOUT OBTAINING WRITTEN APPROVAL THROUGH THE TENANT.
9. CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FENCE AND OTHER TEMPORARY EROSION CONTROL MEASURES AFTER GRASS IS ESTABLISHED AND STABILIZED.
10. ALL EROSION & SEDIMENT CONTROL MEASURES & BEST PRACTICES SHALL BE INSTALLED & MAINTAINED IN ACCORDANCE WITH ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL, & STORM WATER MANAGEMENT ON CONSTRUCTION SITES & URBAN AREAS, LATEST EDITION.

SILT FENCE INSTALLATION

1. THE FENCE SHOULD BE PLACED ACROSS THE SLOPE ALONG A LINE OF UNIFORM ELEVATION (PERPENDICULAR TO THE DIRECTION OF THE FLOW). THE FENCE SHOULD BE LOCATED AT LEAST 10' FROM THE TOE OF STEEP SLOPES TO PROVIDE SEDIMENT STORAGE AND ACCESS FOR MAINTENANCE AND CLEANOUT.
2. DRIVE THE 2"x2" WOOD POSTS AT LEAST 18" INTO THE GROUND, SPACING THEM NO FURTHER THAN 6' APART.
3. POSTS SHOULD BE INSTALLED, WITH 1" TO 2" OF THE POST PROTRUDING ABOVE THE TOP OF THE FABRIC AND NO LESS THAN 3' OF THE POST SHOULD PROTRUDE ABOVE THE GROUND. THE MINIMUM FENCE HEIGHT (HEIGHT OF FILTER FABRIC ABOVE GRADE) SHALL BE 24". THE MAXIMUM FENCE HEIGHT (HEIGHT OF FILTER FABRIC ABOVE GRADE) SHALL BE 36".
4. THE FILTER FABRIC SHOULD BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHOULD BE WRAPPED TOGETHER ONLY AT A SUPPORT POST WITH BOTH ENDS SECURELY FASTENED TO THE POST, WITH A MINIMUM 6" OVERLAP.
5. EXTRA-STRENGTH FILTER CLOTH (50 POUND / LINEAR INCH MINIMUM TENSILE STRENGTH) SHOULD BE USED. A 2" WIDE LATHE SHALL BE STAPLED OVER THE FILTER FABRIC TO SECURELY FASTEN IT TO THE UPSLOPE SIDE OF THE POSTS. THE STAPLES USED SHOULD BE 1.5" HEAVY-DUTY WIRE STAPLES SPACED AT A MAXIMUM OF 8" APART.
6. PLACE THE BOTTOM 16" OF THE FILTER FABRIC INTO THE 12" DEEP TRENCH, EXTENDING THE REMAINING 4" TOWARDS THE UPSLOPE OF THE TRENCH AND BACK FILL THE TRENCH WITH SOIL OR GRAVEL AND COMPACTED.

INSPECTION AND MAINTENANCE

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



CONSTRUCTION EXIT - SEE STANDARD DETAIL TO REDUCE OR ELIMINATE THE TRANSPORT OF MUD FROM THE CONSTRUCTION AREA ONTO PUBLIC RIGHT-OF-WAY, STREET, ALLEY, SIDEWALK, OR PARKING.

CONSTRUCTION ENTRANCE

DETAIL 4
NTS

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:

SDE

REVIEWED BY:

MRR

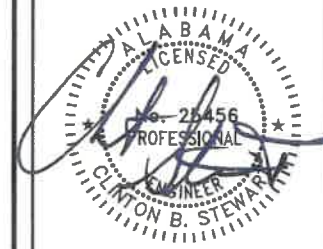
APPROVED BY:

CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

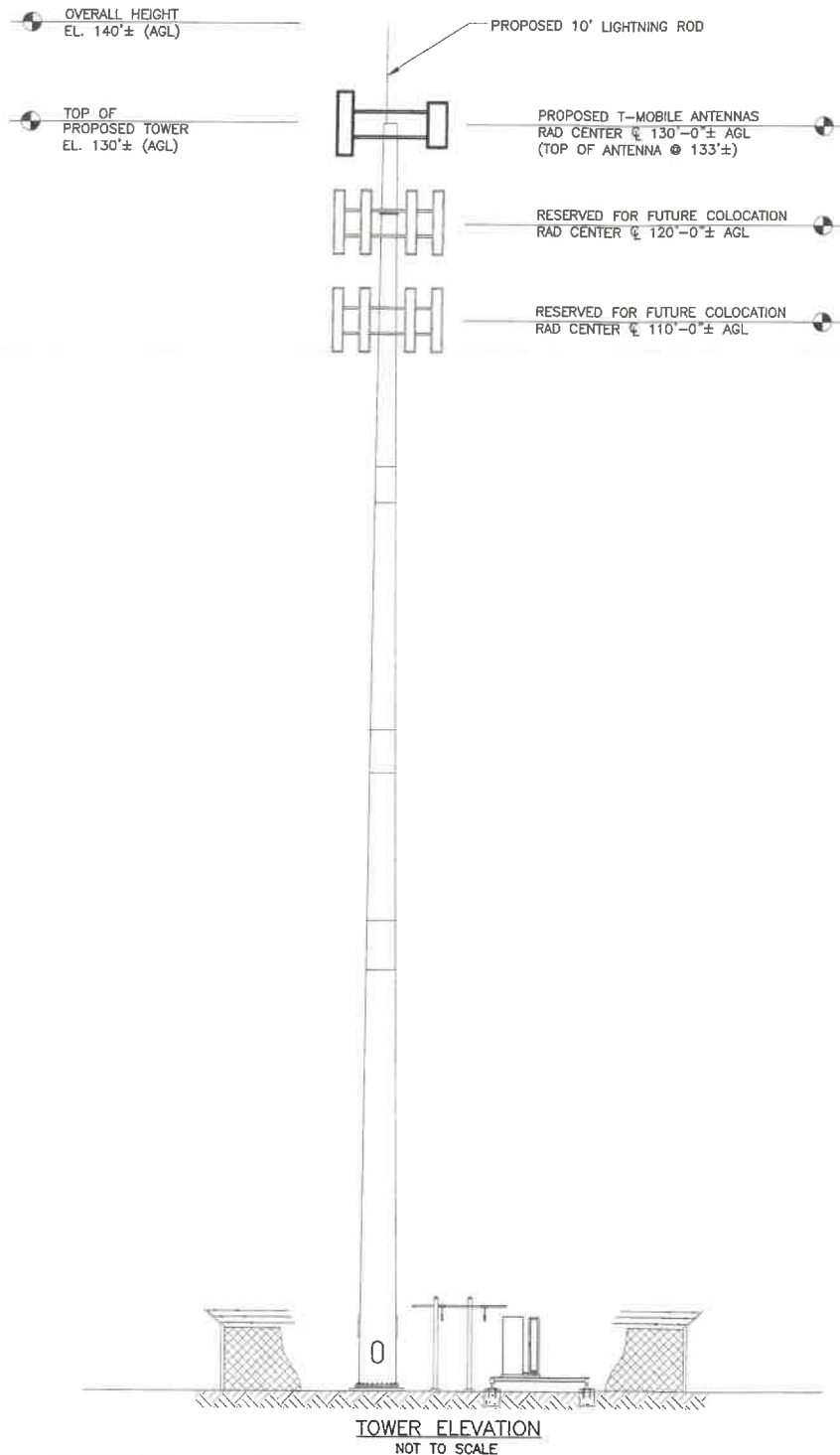
SHEET TITLE:

GRADING &
EROSION
CONTROL DETAILS

SHEET NUMBER:

C4

NOTE: THE TOWER DRAWING IS ONLY A GRAPHIC REPRESENTATION OF THE STRUCTURE. THE ACTUAL TOWER IN THE FIELD MAY VARY.



TOWER ELEVATION
NOT TO SCALE

GENERAL NOTES:

1. THE PROPOSED TOWER, FOUNDATION, ANTENNA MOUNTS, AND ANTENNAS WERE DESIGNED BY OTHERS.
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION WITH T-MOBILE. ALL ANTENNAS AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER INTERNATIONAL BUILDING CODE (LATEST EDITION) AND E11/TIA-222-G STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES, BASIC SPEED AS LISTED IN TOWER DRAWINGS.
4. SEE TOWER MANUFACTURERS DRAWINGS FOR TOWER AND FOUNDATION DETAILS AND SPECIFICATIONS.
5. MANUFACTURERS DRAWINGS SUPERCEDE A&E DRAWINGS.
6. SEE RFDS AND PLUMBING DIAGRAMS PROVIDED BY T-MOBILE FOR ANTENNA, CABLING, AND EQUIPMENT INFORMATION.

PREPARED FOR:

PREPARED BY:

3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:

Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

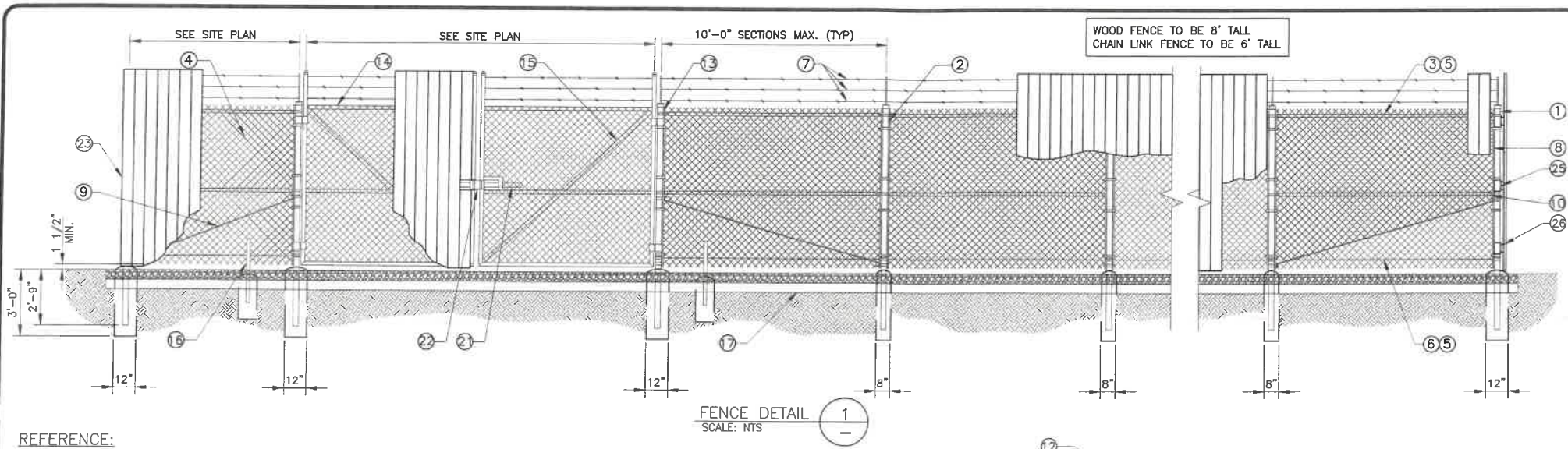
711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

TOWER ELEVATION

SHEET NUMBER:

C5



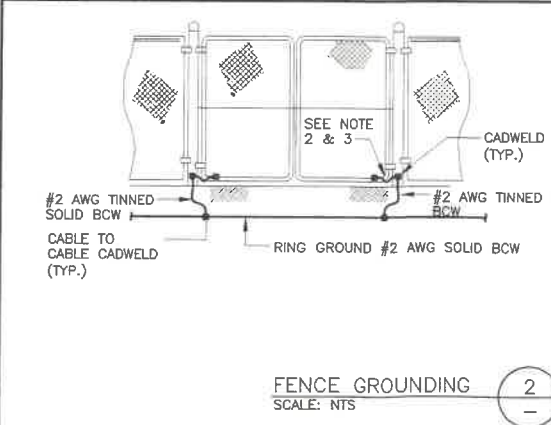
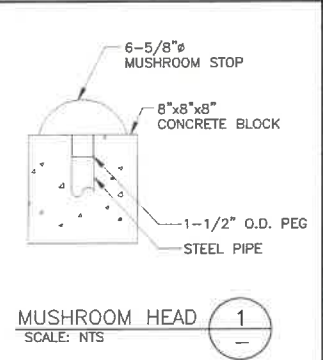
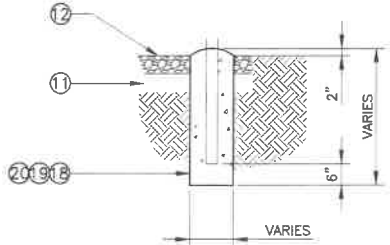
REFERENCE:

1. CORNER, END OR PULL POST: 3" SCHEDULE 40 PIPE.
2. LINE POST: 2 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 8'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083.
4. FABRIC 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392.
5. TIE WIRE: MINIMUM 11 GA GALVANIZED STEEL INSTALL A SINGLE WRAP TIE WIRE AT POSTS AND RAILS AT MAX. 24" INTERVALS. INSTALL HOG RINGS ON TENSION WIRE AT 24" INTERVALS.
6. TENSION WIRE: 9 GA GALVANIZE STEEL.
7. BARBED WIRE: 3 STRANDS OF 12 1/2" GA TWISTED WIRE, 4PT BARBS SPACED ON APPROX. 5" CENTERS.
8. STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: 1 5/8" DIA EACH CORNER EACH WAY.
11. 4" COMPACTED 95% BASE MATERIAL OR AS DETERMINED BY CONSTRUCTION MANAGER DURING BID WALK.
12. FINISH GRADE SHALL BE UNIFORM AND LEVEL.
13. GATE POST 4" SCHEDULE 40 PIPE FOR GATE WIDTHS UP THRU 7 FEET OR 14 FEET FOR DOUBLE SWING GATE, PER ASTM-F1083.
14. GATE FRAME: 1 1/2" SCHEDULE 40 PIPE, PER ASTM-F1083.
15. GATE DIAGONAL: 1 1/2" SCHEDULE 40 PIPE.
16. DUCK BILL OPEN GATE HOLDER VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
17. GEOMETRIES FABRIC.
18. LINE POST: CONCRETE FOUNDATION (2000 PSI).
19. CORNER POST: CONCRETE FOUNDATION (2000 PSI).
20. GATE POST: CONCRETE FOUNDATION (2000 PSI).
21. STYMIE LOCK OR EQUIVALENT.
22. GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK (KEYED ALIKE FOR ALL SITES OR COMBINATION AS SPECIFIED BY LESSEE)
23. 1x6x8' PRESSURE TREATED FENCE BOARDS

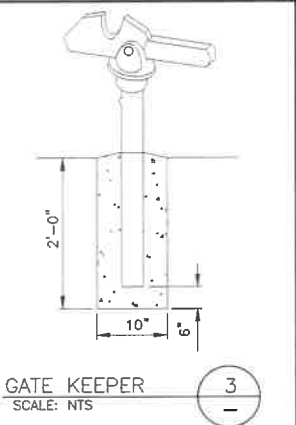
24. GALVANIZED WOOD TO METAL POST ADAPTER
25. PROVIDE (3) ROWS OF PRESSURE TREATS 2x4 HORIZONTAL BEAMS MOUNTED TO STEEL FENCE POSTS FOR INSTALLATION OF FENCE BOARDS.

GENERAL NOTES

1. INSTALL FENCING PER ASTM F-567.
2. INSTALL SWING GATES PER ASTM F-900.
3. LOCAL ORDINANCE FOR BARBED WIRE PERMIT SHALL GOVERN INSTALLATION.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS, ALL PIPE TO BE 1 1/2" GALV. (HOT DIP, ASTM A120 GRADE "A" STEEL) UNLESS NOTED OTHERWISE. ALL GATE FRAMES SHALL BE WELDED, ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED TO FENCE.
8. USE COMMERCIAL GRADE MATERIALS ONLY.



- NOTES:**
1. THE #2 AWG, TINNED, BCW, FROM THE RING GROUND SHALL BE CADWELDED TO THE POST ABOVE GRADE.
 2. GATE JUMPER SHALL BE #4/0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE B WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING.
 3. GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.
 4. VERTICAL POSTS SHALL BE BONDED TO THE GROUND RING AT EACH CORNER AND AT EACH GATE POST. AS A MINIMUM ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RING IN EVERY 100' STRAIGHT RUN OF FENCE.



PREPARED FOR:

PREPARED BY:

3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:

Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

FENCE DETAILS

SHEET NUMBER:

C6

ELECTRICAL SPECIFICATIONS:

PART 1 GENERAL

- 1.01 CODES REQUIREMENTS
- A. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE GENERAL CONDITIONS AND THE SUPPLEMENTARY CONDITIONS OF THE PROJECT SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING LABOR, MATERIALS, TOOLS, AND EQUIPMENT TO COMPLETE THE INSTALLATION AS SHOWN IN THE DRAWINGS.
- B. ALL ELECTRICAL WORK SHALL COMPLY WITH ALL LAWS, ORDINANCES, UTILITY COMPANY REGULATIONS AS WELL AS THE LATEST EDITIONS OF THE FOLLOWING:
NEC (NATIONAL ELECTRIC CODE),
NEMA (NATIONAL ELECTRICAL MANUFACTURES ASSOCIATION),
NFC (NATIONAL FIRE CODE),
NFPA (NATIONAL FIRE PROTECTION ASSOCIATION),
OSHA (OCCUPATIONAL SAFETY AND HEALTH ACT), AND
UL (UNDERWATER LABORATORIES).
- C. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE ELECTRICAL UTILITY COMPANY FOR INSTALLATION OF METERED ELECTRICAL SERVICE TO THE EQUIPMENT INSTALLATION. CONTRACTOR TO VERIFY AND COMPLY WITH ALL ELECTRIC UTILITY COMPANY REQUIREMENTS. CONTRACTOR SHALL INCLUDE IN BID ALL COSTS RELATED TO INSTALLATION OF METERED SERVICE TO OWNERS EQUIPMENT INCLUDING BUT NOT LIMITED TO FEES, DEPOSITS AND AID TO CONSTRUCTION.
- D. CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH TELEPHONE COMPANY FOR INSTALLATION OF TELEPHONE SERVICE. CONTRACTOR SHALL VERIFY WITH OWNER TELEPHONE SERVICE REQUIREMENTS. CONTRACTOR SHALL VERIFY AND COMPLY WITH ALL TELEPHONE COMPANY REQUIREMENTS FOR PROVISIONING OF SERVICE TO EQUIPMENT INSTALLATION. WHERE THE TELEPHONE COMPANY DEMARCATION POINT WILL BE OUTSIDE OWNER'S EQUIPMENT, CONTRACTOR SHALL PROVIDE A 24 AWG CABLE BETWEEN TELEPHONE COMPANY DEMARCATION POINT AND OWNER'S EQUIPMENT.
- E. THE WORD "PROVIDE" DENOTES FURNISH AND INSTALL.
- F. THE OPERATION OF ALL ELECTRICAL SYSTEMS SHALL BE DEMONSTRATED TO THE OWNER AT A TIME DIRECTED BY THE OWNER'S REPRESENTATIVE.
- G. THE CONTRACTOR SHALL VISIT THE SITE AND INCLUDE IN BID ALL COSTS ASSOCIATED WITH THE REMOVAL AND/OR RELOCATIONS OF EXISTING UTILITIES ON THE SITE. INTERRUPTION OF EXISTING SERVICES MAY ONLY BE PERFORMED WITH WRITTEN PERMISSION OF THE OWNER.
- H. A SET OF CONTRACT DOCUMENTS SHALL BE MAINTAINED AT THE SITE. ALL CHANGES AND DEVIATIONS SHALL BE NEATLY MARKED. ALL ADDITIONS SHALL BE MARKED RED AND ALL DELETIONS SHALL BE MARKED IN GREEN. THESE DRAWINGS WILL BE KEPT SEPARATE FROM THOSE USED FOR CONSTRUCTION PURPOSES AND SHALL BE AVAILABLE FOR INSPECTION BY THE OWNER'S REPRESENTATIVE AT ALL TIMES. THIS SET OF "AS-BUILTS" SHALL BE DELIVERED TO THE OWNER'S REPRESENTATIVE UPON THE COMPLETION OF THE CONTRACT.
- I. TRENCHES SHALL BE EXCAVATED TO THE DEPTH REQUIRED FOR THE UTILITIES INVOLVED. ALL TRENCH BOTTOMS SHALL BE FREE OF SOFT SPOTS OR STONES OR OTHER DEBRIS THAT COULD DAMAGE CONDUITS OR CONDUCTORS. TRENCHES THROUGH SPECIALLY TREATED OR SURFACED AREAS SHALL HAVE THE SURFACE CUT AN ADDITIONAL 8" ON EITHER SIDE OF THE OPEN TRENCH. ALL SUCH DISTRIBUTED SURFACES ARE TO BE REPLACED EQUAL TO THE ORIGINAL CONSTRUCTION WITH RESPECT TO GRADE, MATERIAL TYPE, AND MATERIAL DEPTH. FOLLOWING ACCEPTANCE BY OWNER'S REPRESENTATIVE, TRENCHES SHALL BE BACK FILLED AND COMPACTED TO INSURE AGAINST DIFFERENTIAL SETTLING.
- J. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS, LICENSES, ETC. CERTIFICATE OF FINAL INSPECTION AND APPROVAL FROM LOCAL INSPECTOR IS TO BE OBTAINED BY CONTRACTOR AND FURNISHED TO OWNER.
- K. ALL MATERIALS SHALL BE AS SPECIFIED UNLESS ALTERNATIVE HAS BEEN APPROVED BY THE ENGINEER SEVEN (7) DAYS BEFORE NOTICE TO PROCEED.
- 1.02 WARRANTY
- A. THE CONTRACTOR SHALL WARRANT ALL WORK FOR A PERIOD OF FOURTEEN (14) MONTHS FROM THE DATE OF THE FINAL ACCEPTANCE. THE CONTRACTOR SHALL WARRANT ALL EQUIPMENT AND MATERIALS TO THE EXTENT OF THE MANUFACTURER'S WARRANTY.

PART 2 PRODUCTS

- 2.01 EQUIPMENT
- A. CONTRACTOR IS RESPONSIBLE FOR THE PROVISION OF ALL EQUIPMENT NECESSARY, WHETHER SPECIFIED IN THE CONTRACT DOCUMENT OR NOT, TO MAKE ALL ELECTRICAL SYSTEMS COMPLETE AND OPERATIONAL
- B. EQUIPMENT PROVIDED UNDER THIS CONTRACT SHALL BE NEW UNLESS OTHERWISE STATED ON THE DRAWINGS. ALL EQUIPMENT PROVIDED SHALL BE UL LISTED WHEN SUCH STANDARDS EXIST FOR THE TYPE OF EQUIPMENT BEING PROVIDED.
- 2.02 CONDUCTORS
- A. ALL CONDUCTORS SHALL BE INSULATED IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE FOR THE PARTICULAR APPLICATION.
- B. ALL WIRE USED NOT ASSOCIATED WITH THE EXTERIOR BURIED GROUND RING OR BONDS TO SAME SHALL BE COPPER INSULATED FOR 600 VOLTS. CONDUCTORS SHALL BE THHN OR EQUIVALENT, COLOR CODED.
- C. COMPRESSION TYPE INSULATED CONNECTORS SHALL BE USED FOR #10 AWG AND SMALLER CONDUCTORS. MECHANICAL TERMINAL LUGS SHALL BE USED FOR CONDUCTORS LARGER THAN #10 AWG.
- 2.04 FUSES
- A. FUSES PROVIDED IN THE MAIN SERVICE ENTRANCE EQUIPMENT SHALL BE CURRENT LIMITING, 200,000 RMS AMPERES SYMMETRICAL INTERRUPTING CAPACITY, REACTION TYPE, BUSSMAN LIMITRON OR EQUIVALENT BY GOULD-SHAMMUT.

PART 3 PRODUCTS

- 3.01 CONDUIT/RACEWAYS
- A. ALL CONDUIT SHALL BE SIZED FOR THE CONDUCTORS THEY ARE TO ENCLOSE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE. MINIMUM CONDUIT SIZE IS 1/2"
- B. ALL CONDUIT USED FOR POWER SHALL BE SCHEDULE 40 PVC IF BELOW GRADE OR GALVANIZED RIGID IF ABOVE FINISHED GRADE UNLESS SPECIFIED OTHERWISE BY LOCAL CODES OR REGULATIONS. ALL CONDUIT FOR TELEPHONE SERVICE AND GROUNDING SHALL BE SCHEDULE 40 PVC. ALL SPARE AND EMPTY CONDUITS SHALL BE CAPPED. TWO PULL STRINGS OF 200 LB. TEST POLYETHYLENE CORD SHALL BE PROVIDED IN POWER, TELCO, AND ALL SPARE CONDUITS.
- C. ALL EXPOSED CONDUIT SHALL BE SUPPORTED AS REQUIRED BY THE NATIONAL ELECTRICAL CODE.
- D. ALL SPARE, FULLY OPEN OR PARTIALLY OPEN CONDUITS TO BE SEALED WITH DUCT SEAL TO A MINIMUM DEPTH OF TWO INCHES FROM THE END OF THE CONDUIT. WHERE WIRING EXISTS IN CONDUIT TO BE SEALED, DUCT SEAL TO BE FORMED AROUND WIRING.

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

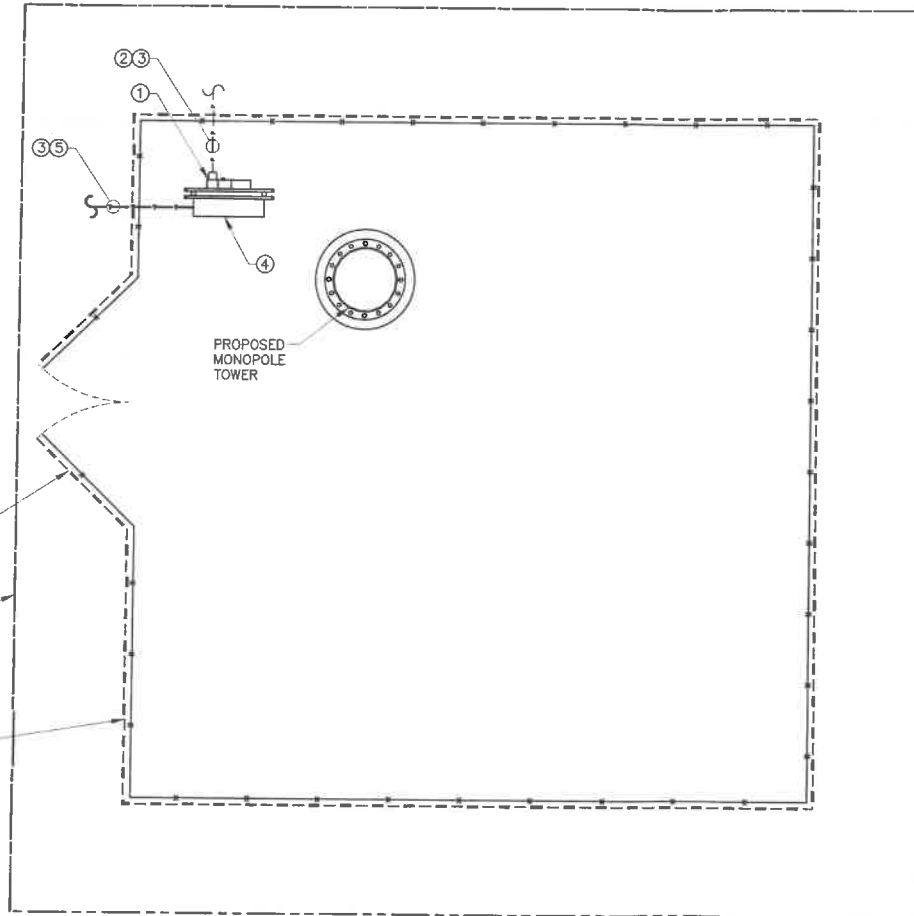
ELECTRICAL
NOTES

SHEET NUMBER:

E1

KEY NOTES

- ① PROPOSED 600 AMP, 4-GANG METER CENTER TO BE INSTALLED ON NEW H-FRAME. NEW METER & OCPD TO BE INSTALLED IN FIRST OPEN SOCKET FOR FORESITE.
- ② PROPOSED SERVICE TO BE COORDINATED WITH UTILITY PROVIDER FOR FINAL CONNECTION TO EXISTING UTILITIES.
- ③ PROPOSED (2) 3" SCH 40 PVC CONDUIT FOR POWER SERVICE.
- ④ PROPOSED TELCO BOX MOUNTED ON NEW UTILITY H-FRAME.
- ⑤ PROPOSED 4" SCH 40 PVC CONDUIT W/(3) 1" SMOOTH WALL INNERDUCTS W/PULL STRINGS & TRACER WIRE (#12 AWG STRANDED W/ORANGE JACKET) FOR TELCO SERVICE



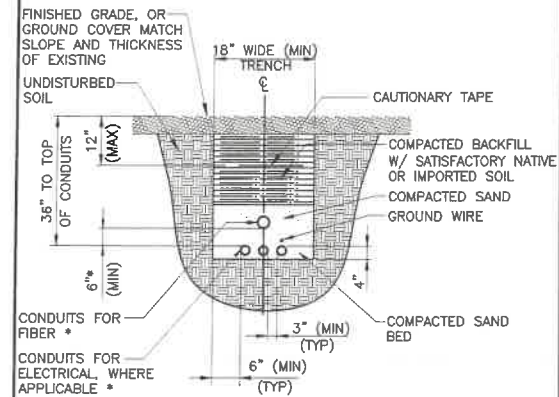
PROPOSED 14' ACCESS GATE

PROPOSED 50'x50' LEASE AREA

PROPOSED 38'x38' WOOD AND CHAIN LINK FENCED COMPOUND

NOTE:
CONDUIT ROUTING IS DIAGRAMMATIC.
CONTRACTOR SHALL ROUTE ALL CONDUIT TO ENSURE BEST ROUTE SUITABLE TO SITE CONDITIONS.

UTILITY PLAN
11x17 SCALE: 1/8" = 1'-0"
22x34 SCALE: 1/4" = 1'-0"



*CONDUIT SIZE, TYPE, QUANTITY AND SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS

DIRECT BURIED CONDUIT

DETAIL 1

NTS

THIS PLAN IS BASED ON A SURVEY BY SMW, DATED 01/18/21. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY: SDE
REVIEWED BY: MRR
APPROVED BY: CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

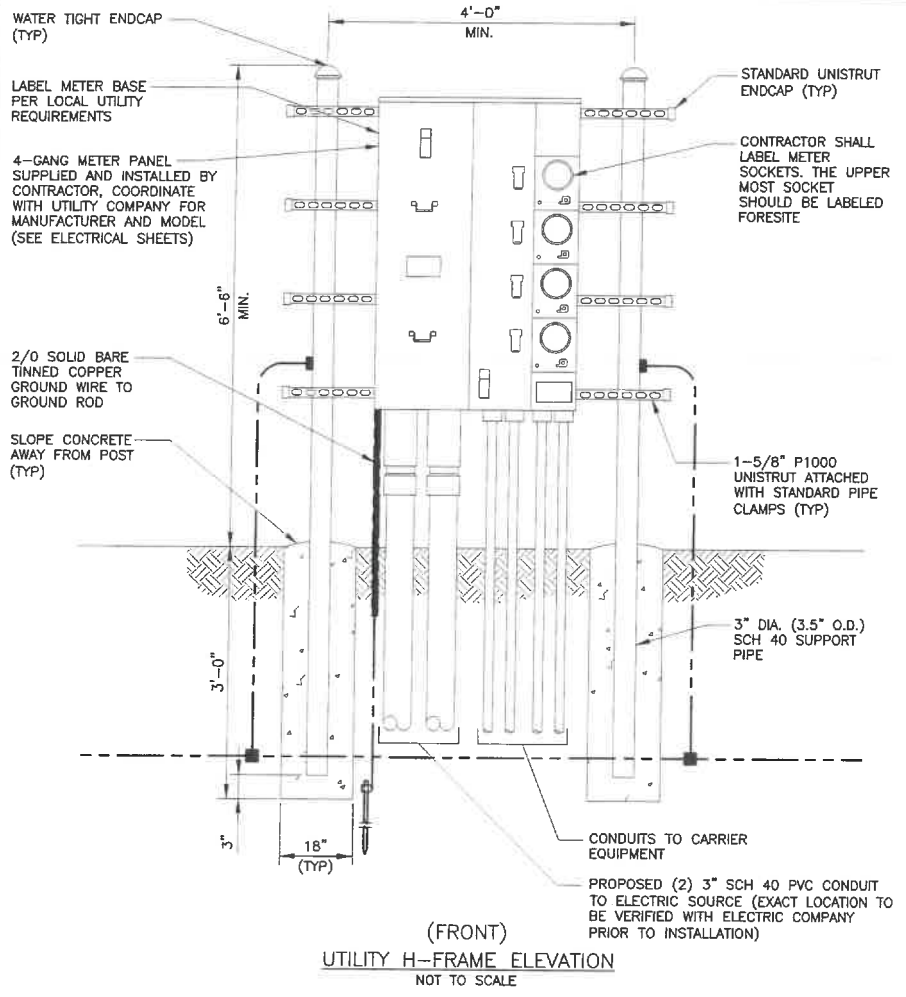
711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

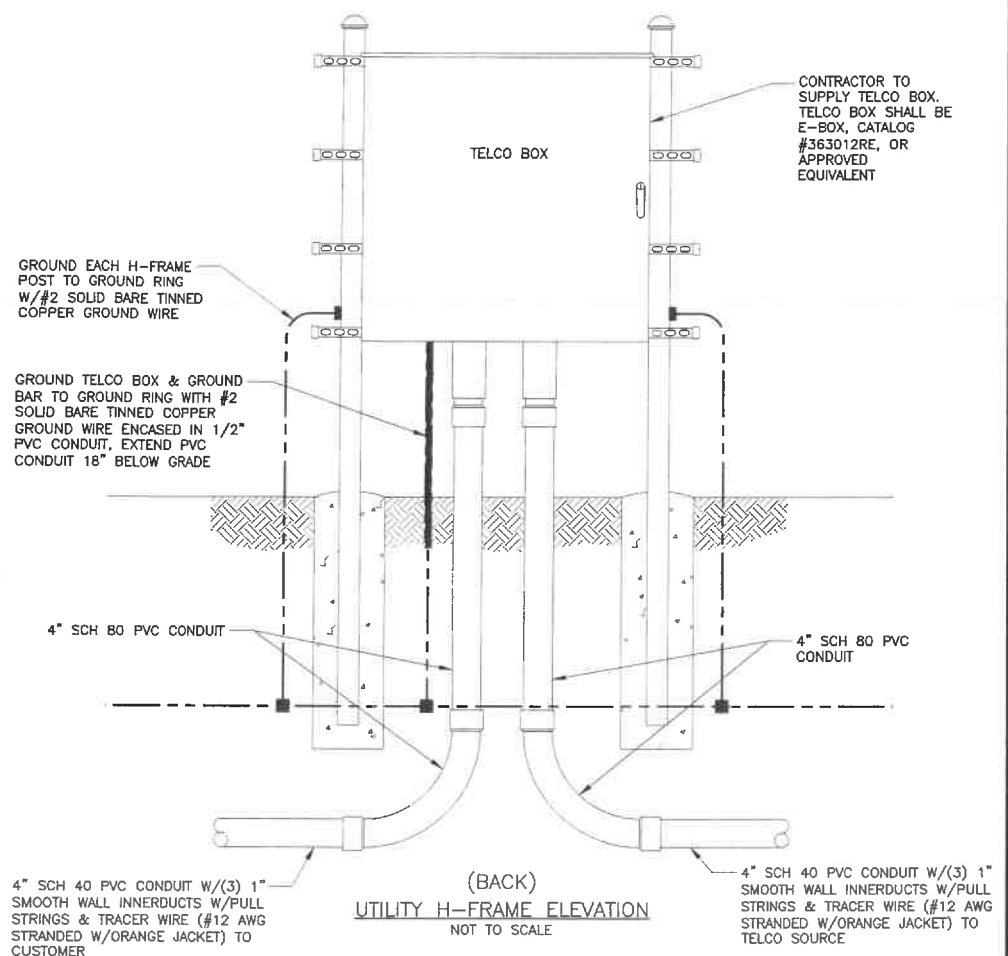
UTILITY PLAN

SHEET NUMBER:

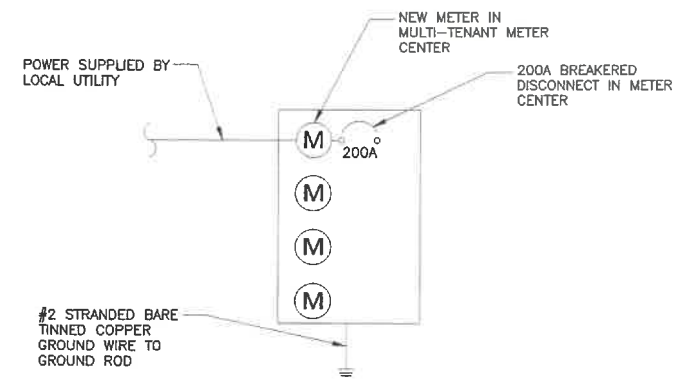
E2



(FRONT)
UTILITY H-FRAME ELEVATION
NOT TO SCALE



(BACK)
UTILITY H-FRAME ELEVATION
NOT TO SCALE



ELECTRICAL ONE LINE DIAGRAM
NOT TO SCALE

- NOTE:**
- CONTRACTOR TO FIELD LOCATE THE METER PEDESTAL AS SHOWN ON THE SITE PLAN. INSTALL THE METER PEDESTAL NEAR THE PERIMETER OF THE FENCED COMPOUND WITH THE METERS FACING AS SHOWN.
 - THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR THE CONDUIT RUN TO THE MAIN SERVICE CONNECTION OR TRANSFORMER.
 - THE CONTRACTOR SHALL COORDINATE WITH THE LOCAL UTILITY COMPANY FOR GROUND ROD REQUIREMENTS. IF REQUIRED, THE CONTRACTOR SHALL ORDER AND PAY FOR NECESSARY GROUND TEST.
 - SUPPORT POST AND UNISTRUT SHALL BE GALVANIZED. PIPE CLAMPS AND HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
 - ADJUSTMENTS TO THE METER PEDESTAL DESIGN MAY BE REQUIRED DEPENDING ON THE EXACT METER PANEL INSTALLED. CONTRACTOR SHALL FIELD COORDINATE ADJUSTMENTS AND INFORM THE ENGINEER OF ANY UNUSUAL CONDITIONS ARE FOUND TO EXIST.

PREPARED FOR:

PREPARED BY:

3975 ASBURY ROAD
BIRMINGHAM, AL 35245
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:

Feb 04, 2021

PROJECT INFORMATION:

**ROEBUCK
9BH2566**

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

**ELECTRICAL
DETAILS**

SHEET NUMBER:

E3

GROUNDING SPECIFICATIONS:

3.02 GROUNDING

- A. ALL GROUNDING TO COMPLY WITH LATEST GROUNDING STANDARDS FOR WIRELESS COMMUNICATION FACILITIES.
- B. ALL SERVICE EQUIPMENT, CONDUIT, SUPPORTS, CABINETS, FIXTURES, ETC. AND THE GROUND CIRCUIT CONDUCTOR SHALL BE GROUNDED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE.
- C. IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE, A SEPARATE, PROPERLY SIZED GROUNDING CONDUCTOR SHALL BE PROVIDED IN ALL RACEWAYS.
- D. ALL INSULATED GROUND CONDUCTORS SHALL BE COLOR-CODED GREEN. INSULATED GROUND SYSTEM SHALL BE TERMINATED WITH INSULATED BUSHINGS.
- E. BURIED GROUND RING:
1. ALL BURIED GROUND CONDUCTORS AND LEADS TERMINATING ON THE BURIED GROUND RING SHALL BE #2 AWG SOLID BARE TINNED COPPER.
 2. THE BURIED GROUND RING IS TO BE INSTALLED A MINIMUM 6" BELOW LOCAL FROST LINE AND A MINIMUM OF 2' FROM ALL EXISTING AND PROPOSED EQUIPMENT PADS, BUILDINGS, OR FOUNDATIONS UNLESS NOTED ON THE DRAWINGS. EXISTING BURIED GROUND RING TO BE EXPOSED AS REQUIRED FOR CONNECTIONS AS DEPICTED ON DRAWINGS.
 3. ALL CONNECTIONS TO THE BURIED GROUND CONDUCTOR SHALL UTILIZE PARALLEL-TYPE EXOTHERMIC WELDS. ALL CONNECTIONS TO THE BURIED GROUND RING SHALL BE PLACED IN AN INSPECTION SLEEVE. A MAXIMUM OF THREE CONNECTIONS MAY BE MADE WITHIN ONE INSPECTION SLEEVE.
 4. ALL LEADS FROM THE BURIED GROUND RING SHALL BE #2 AWG SOLID BARE TINNED COPPER.
 5. FOR COLLOCATIONS, NEW BURIED GROUND RING, UPON FINAL APPROVAL FROM THE CONSTRUCTION MANAGER, SHALL BE ATTACHED TO EXISTING GROUND RING AT TWO POINTS AS SHOWN. AN INSPECTION SLEEVE WITH AN ORANGE REMOVABLE COVER TO BE PROVIDED AT BOTH CONNECTION POINTS.
- F. GROUND RODS:
1. ALL GROUND RODS ARE TO BE A MINIMUM OF 10' IN VERTICAL LENGTH, 5/8" DIAMETER COPPER CLAD STEEL.
 2. GROUND RODS TO BE DRIVEN VERTICALLY WITH THE TOPS LEFT A MINIMUM OF 6" BELOW LOCAL FROST LINE.
 3. IF GROUND RODS CANNOT BE DRIVEN VERTICALLY, A MAXIMUM ANGLE OF 45° FROM VERTICAL, PARALLEL TO OR PERPENDICULAR AWAY FROM THE EQUIPMENT PAD, WILL BE ALLOWED.
 4. THE BURIED GROUND CONDUCTOR IS TO BE EXOTHERMICALLY WELDED TO EACH GROUND ROD UTILIZING A T-TYPE CONNECTION.
 5. A MINIMUM OF FOUR GROUND RODS ARE TO BE USED.
- G. GROUND BARS:
1. THE CELL REFERENCE GROUND BAR (CRGB) SHALL BE LOCATED AT A POINT BELOW THE END OF THE COAX TERMINATION PRIOR TO THE ENTRY POINT TO THE EQUIPMENT CABINET OR BENEATH HATCHPLATE FOR EQUIPMENT SHELTERS, CABINET.
 - a. THE CRGB SHALL BE MOUNTED UTILIZING ISOLATING HARDWARE.
 - b. THE CRGB SHALL BE ATTACHED TO THE BURIED GROUND RING VIA TWO #2 LEADS EXOTHERMICALLY WELDED TO THE BAR. THE CRGB LEADS SHALL BOND TO THE BURIED GROUND RING AT TWO POINTS SEPARATED BY NOT LESS THAN TWO FEET. LEADS TO THE CRGB SHALL BE MADE AS STRAIGHT AS PRACTICAL.
 2. THE TOWER EXIT GROUND BAR SHALL BE PLACED BELOW THE TRANSITION FROM VERTICAL TO HORIZONTAL OF THE COAXIAL CABLE AT THE BASE OF THE TOWER.
 - a. THE TOWER EXIT GROUND BAR SHALL BE BE 1/4"x4"x24".
 - b. THE TOWER EXIT GROUND BAR SHALL BE ATTACHED TO THE TOWER OR ICE-BRIDGE UTILIZING ISOLATING HARDWARE.
 - c. THE TOWER EXIT GROUND BAR SHALL BE ATTACHED TO THE BURIED GROUND RING VIA TWO #2 LEADS EXOTHERMICALLY WELDED TO THE BAR.
 - d. THE TOWER EXIT GROUND BAR LEADS SHALL BOND TO THE BURIED GROUND RING AT TWO POINTS SEPARATED BY NOT LESS THAN TWO FEET.
 - e. LEADS TO THE TOWER EXIT GROUND BAR SHALL HAVE MINIMAL CURVES AND BE PROPERLY SUPPORTED SO AS TO NOT TOUCH THE TOWER.
 3. TOWER GROUND BARS:
 - a. TOWER GROUND BARS TO BE 1/4"x4"x24".
 - b. TOWER GROUND BARS SHALL ACCEPT BOTH 3/4" AND 1" SPACED DOUBLE HOLE LUGS.
 - c. GROUND BARS SHALL BE ATTACHED TO THE TOWER UTILIZING NON-INSULATING HARDWARE. THE USE OF INSULATING HARDWARE IS PROHIBITED. ANGLE ADAPTERS OR ROUND MEMBER ADAPTERS MAY NOT BE USED FOR GROUND BAR ATTACHMENT.
 - d. FOR ANTENNA INSTALLATIONS AT ELEVATIONS GREATER THAN 200 FEET AN INTERMEDIATE GROUND BAR SHALL BE INSTALLED.
 4. ALL COAX GROUNDS SHALL BE INSTALLED SUCH THAT THE LEADS FALL DOWNWARD TO THE CONNECTION TO THE GROUND BAR. ALL COAX GROUNDS SHALL BE BONDED TO THE GROUND BAR UTILIZING TWO HOLE LUGS.
 5. GROUND BARS MUST BE PROPERLY CLEANED BEFORE LEADS ARE ATTACHED. ALL CONNECTIONS SHALL BE COATED WITH AN ANTI-OXIDIZING MATERIAL.
- H. TOWER GROUNDING:
1. ALL TOWERS SHALL HAVE THREE SEPARATE GROUND LEADS FROM THE GROUND RING BONDED TO THE TOWER.
 - a. GROUND LEADS TO TOWER SHALL ONLY BE EXOTHERMICALLY WELDED TO MANUFACTURER'S GROUNDING TAB OR THE BASEPLATES. NEVER EXOTHERMICALLY WELD, BRAZE OR WELD TO THE TOWER STRUCTURE.
 2. ALL SPARE GROUND LEADS FROM THE TOWER GROUND RING SHALL BE CUT OFF AT 12" ABOVE GRADE AND ZIP TIED OR TAPED TO THE ATTACHED TOWER LEAD.
- I. BONDING:
1. ALL EXTERIOR METAL OBJECTS ARE TO BE BONDED TO THE BURIED GROUND RING IN ACCORDANCE WITH THE PROJECT SCOPE.
 2. ANY METALLIC OBJECT WITHIN 6" OF THE BURIED GROUND RING NOT SHOWN ON THESE DRAWINGS SHALL BE BONDED TO THE BURIED GROUND RING.
 3. ALL EXTERIOR MECHANICAL CONNECTIONS ARE TO BE COATED WITH COPPERSHIELD ON CONTACTING SURFACES PRIOR TO MAKING CONNECTION. FOLLOWING COMPLETION OF CONNECTION, ALL EXPOSED SURFACES OF CONNECTION ARE TO BE COATED WITH COPPERSHIELD.
 4. ALL INTERNAL AND CABINET GROUNDING PIGTAILS OF NEW EQUIPMENT TO BE BONDED TO BURIED GROUND RING.
- J. GROUND LEADS:
1. GROUND CONNECTIONS SHOULD BE AS SHORT AS POSSIBLE. UNNECESSARY BENDS SHOULD BE AVOIDED. MINIMUM BENDING RADIUS FOR ANY GROUND LEAD IS 8".
 2. ALL GROUND LEADS EXTENDING ABOVE THE FINISHED GRADE OF THE SITE SHALL BE PROTECTED IN 1/2" NONMETALLIC PVC CONDUIT SUPPORTED AT MAXIMUM INTERVALS OF 18". MAXIMUM CONDUIT SIZE TO BE USED ON ANY GROUND LEAD IS 3/4". ABOVE GRADE OPENINGS IN GROUNDING CONDUITS TO BE SEALED WITH SILICONE.
 3. ALL GROUNDING WIRE AND LEADS SHALL FLOW IN A SMOOTH CLOCKWISE PATH WITH NO KINKS OR SHARP BENDS.
- K. EXOTHERMIC WELDS:
1. ALL BELOW GRADE CONNECTIONS SHALL BE EXOTHERMIC WELDS.
 2. ALL EXOTHERMIC WELDS TO ABOVE GRADE STEEL STRUCTURES MUST BE COLD GALVANIZED AND SPRAYED WITH MATCHING RUST INHIBITOR PAINT.
 3. PRIOR TO MAKING EXOTHERMIC CONNECTIONS, ALL SURFACES TO BE WELDED MUST BE CLEANED OF ALL CONTAMINANTS UTILIZING A BRONZE BRUSH. ALL EXOTHERMIC CONNECTIONS TO GALVANIZED SURFACES ARE TO PAINTED WITH GALVANIZING PAINT.
- L. TESTING:
1. CONTACT OWNER REPRESENTATIVE A MINIMUM OF 24 HOURS BEFORE TESTING.
 2. THE NEW GROUND SYSTEM SHOULD BE TESTED INDEPENDENTLY OF ALL OTHER GROUNDING ON THE SITE.
 3. REQUIREMENT FOR RESISTIVITY TO EARTH IS 5-OHMS OR LESS. CONTRACTOR IS RESPONSIBLE FOR MEETING CRITERIA.
 4. PERFORM THREE POINT FALL OF POTENTIAL GROUNDING (MEGGER) TEST UTILIZING THE "AEMC 4500" TEST INSTRUMENT OR EQUIVALENT FROM A MINIMUM OF TWO SEPARATE POINTS IN TWO SEPARATE DIRECTIONS FROM THE POINT OF CONTACT.
 5. PERFORM GROUND TESTING ONLY IF NO RAINFALL HAS OCCURRED WITHIN THREE DAYS, AND THERE IS NO STANDING WATER IN THE GROUND WIRE TRENCHES.
 6. THE CONTRACTOR SHALL DOCUMENT MEGGER TEST RESULTS FOR THE LOCATION OF ALL UNDERGROUND GROUNDING COMPONENTS AND PHOTOGRAPH WITH A DIGITAL CAMERA THE ENTIRE INSTALLED GROUNDING SYSTEM PRIOR TO BACKFILLING ANY OPEN TRENCHES.
 7. FORWARD THE MEGGER TEST DOCUMENTATION TO THE CONSTRUCTION MANAGER AND INCORPORATE AS PART OF THE FINAL SITE ACCEPTANCE DOCUMENTATION.
 8. ADDITIONAL WORK REQUIRED TO ACHIEVE A RESISTANCE OF 5 OHMS OR LESS MUST BE APPROVED BY THE CONSTRUCTION MANAGER PRIOR TO IMPLEMENTATION.
- M. UPON INSPECTION AND APPROVAL BY THE CONSTRUCTION MANAGER, THE GROUNDING SYSTEM MAY BE BACK-FILLED.

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

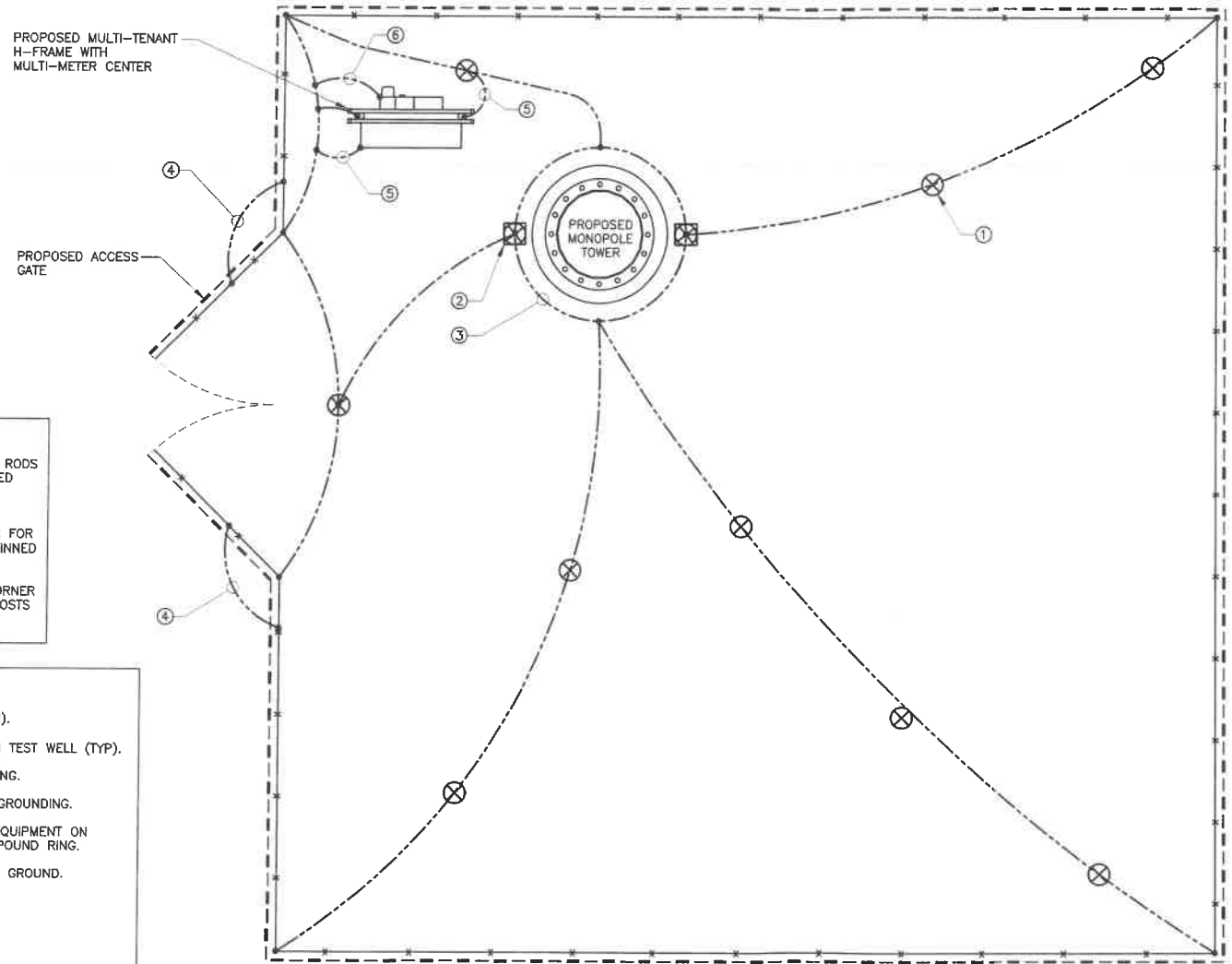
SHEET TITLE:

GROUNDING
NOTES

SHEET NUMBER:

G1

NOTE:
GROUND RING ROUTING IS DIAGRAMMATIC.
CONTRACTOR SHALL ROUTE ALL
GROUNDING TO ENSURE BEST ROUTE SUITABLE
TO SITE CONDITIONS, STANDARDS AND
MANUFACTURER SPECIFICATIONS.



- NOTES:
1. CONTRACTOR SHALL INSTALL GROUND RODS AS NEEDED TO PROVIDE RECOMMENDED RESISTIVITY. REFER TO ELECTRICAL & GROUNDING NOTES ON SHEET G1.
 2. ALL BURIED GROUNDING CONDUCTORS FOR TOWER SITE TO BE #2 BARE SOLID TINNED COPPER.
 3. CONTRACTOR TO BOND ALL FENCE CORNER POSTS, H-FRAME POSTS AND GATE POSTS WITH EXOTHERMIC WELD TO BURIED GROUND RING.

KEY	DESCRIPTION
①	PROPOSED GROUND ROD (TYP).
②	PROPOSED GROUND ROD WITH TEST WELL (TYP).
③	PROPOSED TOWER GROUND RING.
④	PROPOSED FENCE AND GATE GROUNDING.
⑤	GROUND H-FRAME AND ALL EQUIPMENT ON H-FRAME TO PROPOSED COMPOUND RING.
⑥	PROPOSED SERVICE ENTRANCE GROUND.

LEGEND	
GROUND RING ————	GROUND ROD ⊗
CADWELD ●	GROUND ROD WITH SLEEVE ⊠
COMPRESSION CONNECTION ■	GROUND BAR []

GROUNDING PLAN
11x17 SCALE: 3/16" = 1'-0"
22x34 SCALE: 3/8" = 1'-0"

PREPARED FOR:

PREPARED BY:

3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:	SDE
REVIEWED BY:	MRR
APPROVED BY:	CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:

Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

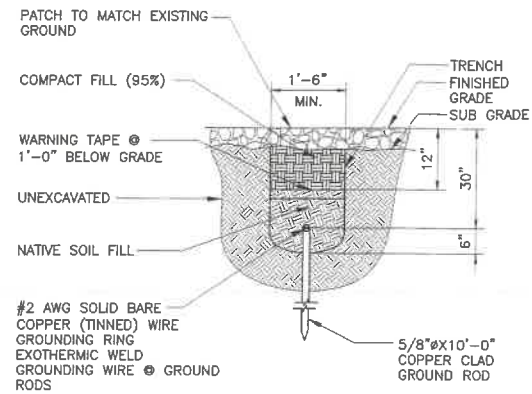
711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

GROUNDING PLAN

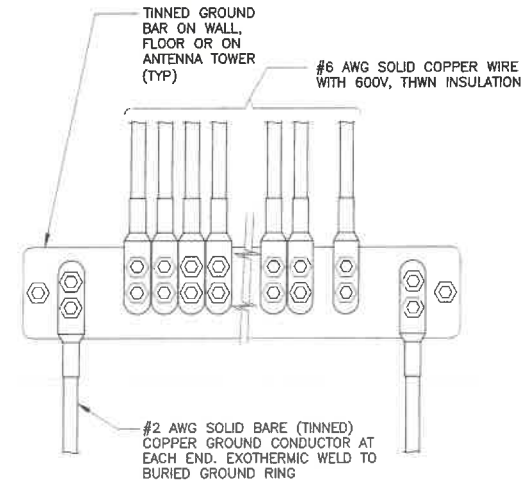
SHEET NUMBER:

G2



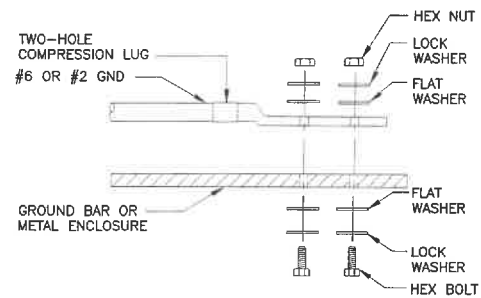
GROUND ROD

DETAIL 2
NTS



INSTALLATION OF GROUND WIRE TO COAX CABLE GROUND BAR

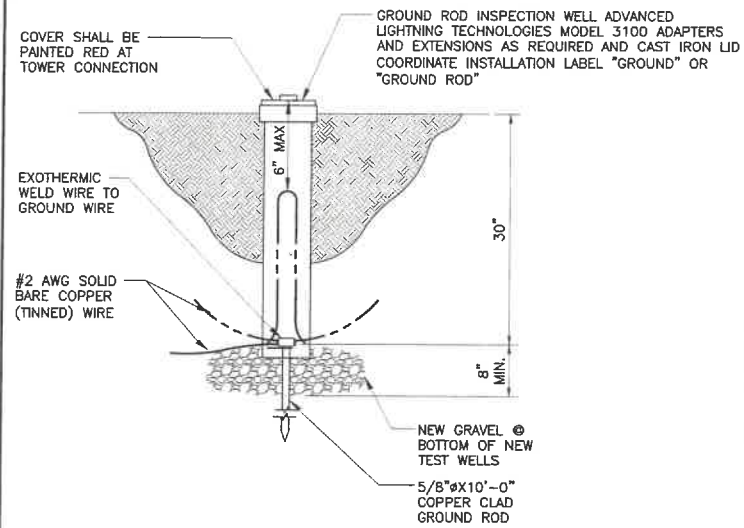
DETAIL 3
NTS



INSTALLATION NOTES:

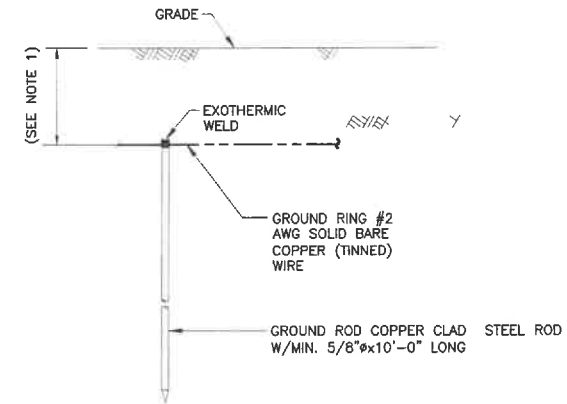
1. BOLTS, WASHERS AND NUTS SHALL BE STAINLESS STEEL.
2. SELECT BOLT LENGTH TO PROVIDE A MINIMUM TO TWO EXPOSED THREADS.
3. BURNISH MOUNTING SURFACE TO REMOVE PAINT IN THE AREA OF LUG CONTACT.
4. APPLY ANTI-OXIDANT COMPOUND TO MATING SURFACE OF LUG AND WIPE CLEAN EXCESS COMPOUND.
5. USE 1/4" HARDWARE FOR ATTACHMENT TO METAL ENCLOSURES & 3/8" FOR ATTACHMENT TO GROUND BARS.

DETAIL 4
NTS



GROUND ROD WITH ACCESS AREA & TEST LOOP

DETAIL 5
NTS



1. MIN. 30" OR LOCAL FROST DEPTH WHICHEVER IS GREATER.
2. GROUND ROD SHALL BE DRIVEN VERTICALLY, NOT TO EXCEED 45 DEGREES FROM THE VERTICAL.

GROUND ROD

DETAIL 6
NTS

PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY: SDE
REVIEWED BY: MRR
APPROVED BY: CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb 04, 2021

PROJECT INFORMATION:

ROEBUCK
9BH2566

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

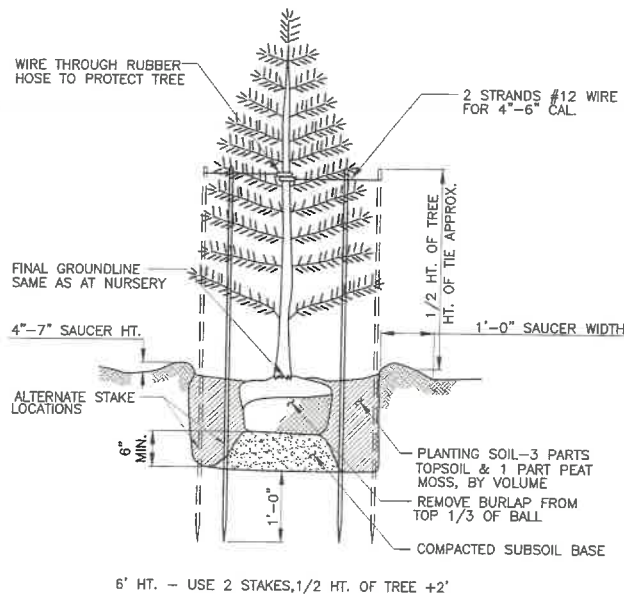
GROUNDING
DETAILS

SHEET NUMBER:

G3

PLANTING SCHEDULE

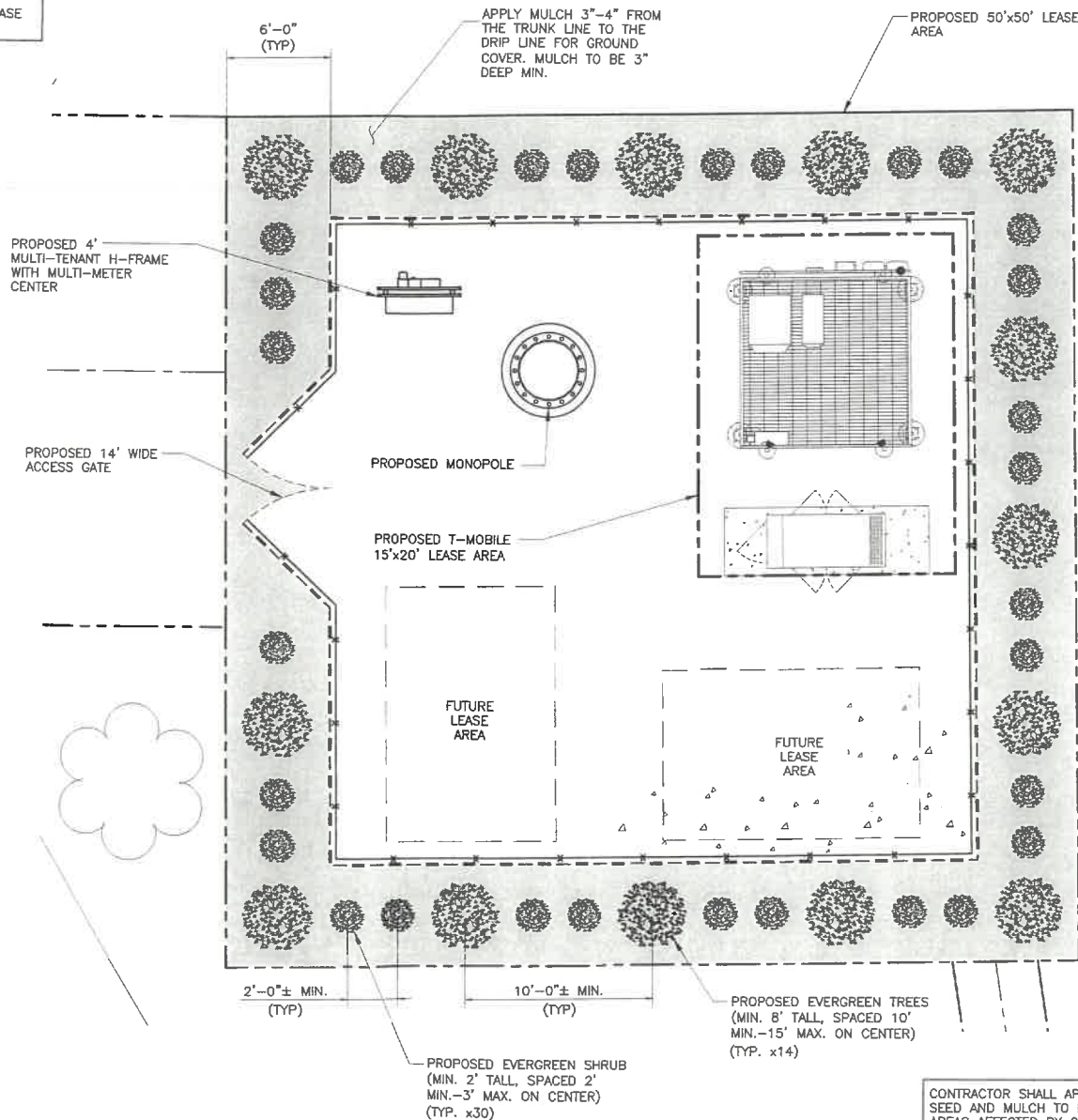
QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE	SPACING	SYMBOL	REMARKS
14	CUPRESSOCYPARIS LEYLANDII	LEYLAND CYPRESS	8'	UPRIGHT EVERGREEN	10' MIN. 15' MAX.		FULL TO BASE
30	LLEX CRENATA "HELLERI"	HELLERI HOLLY	2'	SHRUB EVERGREEN	2' MIN. 3' MAX.		FULL TO BASE



PLANTING DETAIL
NOT TO SCALE

GENERAL PLANTING NOTES:

- ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
- ALL PLANTS MUST BE CONTAINER-GROWN OR BALLED AND BURLAPPED AS SPECIFIED.
- ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- ALL TREES MUST BE GUYED OR STAKED AS SHOWN.
- ALL PLANTS AND PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED.
- 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.
- 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.
- ANY PLANT MATERIAL THAT DIES, TURNS BROWN OR DEFLOLIATES (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.
- STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK", LATEST EDITION, REPRESENTS GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
- ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING.
- TREES TO BE A MINIMUM OF 6' IN HEIGHT AT TIME OF PLANTING, AND SPACED A MAXIMUM OF 10' APART.
- ALL LANDSCAPING SHALL BE OF THE EVERGREEN VARIETY.
- ALL LANDSCAPING SHALL BE XERISCAPE TOLERANT OR IRRIGATED AND PROPERLY MAINTAINED TO ENSURE GOOD HEALTH AND VITALITY.



LANDSCAPING PLAN
11x17 SCALE: 1/8" = 1'-0"
22x34 SCALE: 1/4" = 1'-0"

CONTRACTOR SHALL APPLY GRASS SEED AND MULCH TO DISTURBED AREAS AFFECTED BY CONSTRUCTION.

THIS PLAN IS BASED ON A SURVEY BY SMW, DATED 01/18/21. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.



PREPARED FOR:



PREPARED BY:



3975 ASBURY ROAD
BIRMINGHAM, AL 35243
(205) 490-2224

DRAWN BY:

SDE

REVIEWED BY:

MRR

APPROVED BY:

CBS

ISSUED DATES:

REV	DATE	DESCRIPTION
A	01/27/21	ISSUED FOR REVIEW
1	02/02/21	ISSUED FOR CONSTRUCTION
2	02/04/21	REV. PER COMMENTS

PROFESSIONAL SEAL:



Feb. 04, 2021

PROJECT INFORMATION:

**ROEBUCK
9BH2566**

711 GENE REED ROAD
BIRMINGHAM, AL 35235

SHEET TITLE:

**LANDSCAPING
PLAN**

SHEET NUMBER:

L1

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (the "Agreement") is entered into as of the 13th day of February, 2020, between Frank G. Jett and Lori Peace, as trustees for the ~~Huffman United Methodist Church~~ in trust for the use and benefit of said local church and The United Methodist Church (the "LANDLORD") and FORESITE, LLC, an Alabama limited liability company (the "TENANT").

PROPERTY

LANDLORD is the owner of certain real property located in Jefferson County, State of Alabama, and TENANT desires to obtain an option to lease a portion of such real property, containing approximately 2500 square feet (the "Site"), together with any necessary easements thereto, as hereinafter described (the Site and any such easements being hereinafter called the "Property"). The Property is more specifically described in and substantially shown on the Exhibit "A" attached hereto and made a part hereof.

OPTION

NOW THEREFORE, in consideration of the sum of (the "Option Money"), to be paid by TENANT to LANDLORD upon Tenant's execution of this Agreement, LANDLORD hereby grants to TENANT the exclusive right and option (the "Option") to lease the Property in accordance with the terms and conditions set forth herein.

Option Period. The Option may be exercised at any time on or prior to Feb 13th 2021 (the "Option Period"). At TENANT's election, and upon TENANT's written notice to LANDLORD prior to expiration of the Option Period, the Option Period may be further extended for an additional period of twelve (12) months through and including Feb 13th 2022, with an additional payment of by TENANT to LANDLORD for the extension of the Option Period. The Option Period may be thereafter further extended by mutual agreement in writing. If TENANT fails to exercise the Option within the Option Period, as it may thereafter be extended as provided herein, the Option shall terminate, all rights and privileges granted hereunder shall be deemed completely surrendered, LANDLORD shall retain all money paid for the Option, and no additional money shall be payable by either party to the other. Notwithstanding anything herein, Landlord agrees that the Option shall not terminate upon expiration of the Initial Option Term, or any extension thereof, until thirty (30) days after written notice from Landlord to Tenant that the Option has expired ("Grace Period") and Tenant may exercise such Option during the Grace Period.

Title. LANDLORD warrants that LANDLORD is seized of good and marketable fee simple title to the Property and has the full power and authority to enter into and execute this Agreement. LANDLORD further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property except as set forth in Exhibit B, and that there are

no other encumbrances on the title to the Property that would prevent TENANT from using the Property for the uses intended by TENANT as hereinafter set forth in this Agreement, except as set forth in Exhibit B.

Inspections. LANDLORD shall permit TENANT during the Option Period, and any extension thereof, free ingress and egress to the Property and any property owned by LANDLORD that is contiguous or adjacent to the Property (the "Surrounding Property") by TENANT and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as TENANT may deem necessary, at the sole cost of TENANT. TENANT and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the Surrounding Property to conduct such tests, investigations and similar activities, and may remove any trees or foliage incidental thereto. TENANT shall indemnify and hold LANDLORD harmless against any loss or damage for personal injury and physical damage to the Property, Surrounding Property or the property of third parties resulting from any such tests, investigations and similar activities, unless caused by the acts or omissions of the LANDLORD or its employees or agents.

Surveys. LANDLORD also hereby grants to TENANT the right to survey the Property and Surrounding Property or portion thereof, and the legal description of the Property on the survey obtained by TENANT shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A".

Governmental Approvals. TENANT's ability to use the Property is contingent upon it obtaining all certificates, permits, and other approvals that may be required by any federal, state or local authority. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also the Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures.

Exercise of Option. TENANT shall exercise the Option by written notice to LANDLORD by certified mail, return receipt requested. The notice shall be deemed effective on the date it is posted. On and after the date of such notice, this Agreement shall also constitute a lease agreement between LANDLORD and TENANT on the following terms and conditions effective as of the Commencement Date:

The remainder of this page intentionally left blank

LEASE AGREEMENT

1. **Lease of Property.** LANDLORD hereby leases to TENANT the Property, which lease includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, optical fiber, conduits and pipes over, under or along the Thirty-foot (30') wide easement (the "Easement") extending from the nearest public right-of-way, which is known as Gene Reed Road, to the Site, as such right-of-way and Easement is shown on Exhibit "A" hereto.

2. **Initial Term and Rental.** This Agreement shall be for an initial term of five (5) years plus any initial partial calendar month, beginning on the date the Option is exercised by TENANT ("Commencement Date") at a monthly rental of
to be paid in equal monthly installments on the first day of each calendar month, in advance, to LANDLORD, or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. The rent for any partial month shall be prorated with an initial partial payment being made on the Commencement Date, if the Commencement Date is other than the first day of a calendar month.

3. **Extension of Term.** TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such option, prior to the beginning of the extended term, in which case, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.

4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
----------------------	----------------------

The annual rental for the extended terms shall be payable in the same manner as the annual rental for the initial term, in monthly installments on the first day of each month.

5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fifth (5th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at expiration of the fifth (5th) extended term, then upon the expiration of the fifth (5th) extended 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 until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. The rental during such annual terms shall be equal to the rent paid for the last year of the fifth (5th) extended term increased by three percent (3%) each year for which the lease is continued under the above provisions. Said rent shall be paid consistent with the provisions in Paragraph 2 above.

6. Use and Improvements. TENANT shall use the Property for the purpose of constructing, installing, maintaining, operating and replacing communication facilities and uses incidental thereto, which facilities may consist of such buildings as are necessary to house telecommunications equipment, free standing monopoles or other types of antenna structures of sufficient height, as determined by TENANT, now or in the future to meet TENANT's telecommunication needs and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Site (collectively, the "Communications Facility"). All improvements to the Property necessary for TENANT's use shall be made at TENANT's sole expense. LANDLORD grants TENANT the right to use such portions of the Surrounding Property as are reasonably required for the construction, installation, maintenance, and operation of the Communications Facility, including (1) the right of ingress, egress, and regress to and from the Property for construction machinery and equipment, (2) the right to use such portions of the Surrounding Property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to construct and maintain improvements on the Surrounding Property and/or the Easement reasonably necessary for the maintenance and operation of the Communications Facility. TENANT will maintain the Property and all of TENANT's improvements on the Property in a reasonable condition.

TENANT, at TENANT's option, may erect monopoles or self-supporting towers, suitable for its proposed use. LANDLORD grants TENANT the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut, all tree limbs and growth which may interfere with TENANT's use of the Property or which may fall upon any portion of the Property.

7. Utilities. TENANT will be responsible directly to the appropriate utility providers, for obtaining and maintaining all utility services and connections required for TENANT's use of the Property. LANDLORD will cooperate with TENANT in TENANT's efforts to obtain and locate appropriate utility service for the Property, and such cooperation shall include signing any additional easements that do not unreasonably interfere with the Surrounding Property.

8. Governmental Approvals. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Property. The obligations of LANDLORD as set forth herein during the Option Period with respect to governmental approvals shall continue throughout the term of this Agreement. If requested by TENANT, any such applications may be filed with respect to, not only the Property, but also the Surrounding Property. If at any time during the term of this Agreement, TENANT is unable to use the Property for a communications facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any

necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for a communications facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD and all rentals paid to LANDLORD prior to the termination date shall be retained by LANDLORD. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

9. Indemnification and Insurance. TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents. LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property or the Surrounding Property by LANDLORD or its employees, agents, permittees, invitees or licensees, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents. LANDLORD agrees that TENANT may self-insure against any loss or damage, which could be covered by a comprehensive general liability policy. TENANT shall maintain in full force during the initial term and any renewal term of this Agreement, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence.

10. Taxes. LANDLORD shall be responsible for all real property taxes and all other taxes, fees, and assessments attributable to the Property and Surrounding Property. TENANT shall be responsible for paying any and all other property taxes separately levied or assessed against the improvements constructed by TENANT on the Property. TENANT shall reimburse LANDLORD, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by TENANT on the Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. TENANT shall not be responsible for paying any penalties or retroactive taxes imposed due to violation of covenants set forth in an Application for Conservation Use Assessment of Agricultural Property, if any. LANDLORD shall pay all penalties or retroactive taxes imposed due to violation of covenants set forth in any Application for Conservation Use Assessment of Agricultural Property. LANDLORD shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent. TENANT may, at TENANT's sole option, pay any delinquent taxes levied against LANDLORD's property and then deduct any amount paid from future rents due.

11. Termination. TENANT shall have the right to terminate this Agreement by written notice to LANDLORD at any time upon the occurrence of any of the following events: (a) any easement, non-disturbance agreement, certificate, permit, license, consent or approval necessary for the construction or operation of the Communications Facility in the manner

intended by TENANT is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or TENANT determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) TENANT determines that, based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with TENANT's reception or transmission, the Property is inappropriate for the uses intended by TENANT; or (c) LANDLORD does not have good and marketable title to the Property or does not have the full power and authority to enter into and execute this Agreement or Property is encumbered in a way which restricts TENANT's use; or (d) for any other reason, in its sole discretion determines that it will be unable to use this Property so long as TENANT delivers 30 days' prior written notice of its intent to terminate this Agreement. Upon termination, all prepaid rent will be retained by LANDLORD unless such termination is due to LANDLORD's failure of proper ownership or authority, or such termination is a result of LANDLORD's default. Upon such termination, this Agreement shall become null and void and LANDLORD and TENANT shall have no further obligations to each other, other than TENANT's obligation to remove the improvements as hereinafter provided.

12. Removal of Improvements. Title to all improvements constructed or installed by TENANT on the Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Property. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by TENANT and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LANDLORD's option, upon termination of this Agreement and upon LANDLORD's written notice within thirty (30) days from notification of termination to TENANT, TENANT will leave the foundation and security fence on the Property to become the property of LANDLORD. If such removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing annual rate on a pro rated basis until such time as the removal is completed.

13. Quiet Enjoyment. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to TENANT by virtue of this Agreement.

14. Obstruction or Damage to Easement. In the event that any damage is caused to the Easement or any obstruction is placed in the Easement by Landlord or by a third party entitled to use the Easement or permitted by Landlord to use the Easement or by anyone claiming by or through Landlord any right to or right to use the Easement, Landlord shall be solely responsible for the removal of any such obstruction, at its sole cost and expense, and/or the repair of such damage, at its sole cost and expense, to place the Easement in the condition it was in immediately prior to such obstruction or damage. In the event that Landlord fails to remove any such obstruction or repair any such damage within twenty-four hours after notice from Tenant (except in cases of emergency, when no notice to Landlord from Tenant shall be required), Tenant shall have the right, but not the obligation, to remove such obstruction and/or repair such

damage and any costs incurred by Tenant may be credited toward and offset against the next installment(s) of monthly rental to be paid by Tenant to Landlord hereunder. Landlord shall indemnify and hold Tenant harmless from and against any liability or loss that Tenant may incur resulting from or arising out of Landlord's failure to comply with and/or act pursuant to this Section 14.

15. Assignment and Subleasing. TENANT, at its sole discretion, shall have the right to assign or transfer this Agreement, or sublet all or any portion of the Property, including, but not limited to, ground space and tower space, to any third party without the consent of LANDLORD. TENANT's assignee(s), transferee(s) or sublessee(s) shall be entitled to rights of twenty-four (24) hour per day, seven day per week unobstructed ingress and egress to the Property and the right to install utilities on the Property and exercise all rights of TENANT as if such assignee(s), transferee(s) or sublessee(s) were TENANT under this Agreement.

16. Condemnation. If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall, in TENANT's sole option, cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LANDLORD and TENANT hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to an award of compensation from any condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment, and personal property.

17. Subordination. At LANDLORD's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by LANDLORD which now or hereafter may encumber the Property, provided, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and TENANT shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date as of the date of this Agreement, TENANT shall furnish to LANDLORD a non-disturbance agreement, and LANDLORD, no later than ten (10) days after receipt of such non-disturbance agreement, shall return to TENANT such non-disturbance agreement executed in recordable form by the holder of each deed to secure debt or mortgage and LANDLORD.

18. Title Insurance. TENANT, at TENANT's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure its leasehold title to the Property, and any easements granted herein. LANDLORD agrees to

cooperate with TENANT's efforts to obtain the above-mentioned documents and any requested documentation from the LANDLORD or other third parties required by the title insurance company. If LANDLORD fails to provide requested documentation within ten (10) days of TENANT's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may (i) withhold the annual rental or any pro rated portion thereof until such time as all such documentation is received by TENANT or (ii) terminate this Agreement.

19. Hazardous Substances. LANDLORD hereby warrants and affirms that to the best of LANDLORD's knowledge there are no hazardous substances on or under the Property or Surrounding Property. LANDLORD shall hold TENANT harmless from and indemnify TENANT against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on or under the Property or Surrounding Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on or under the Property or Surrounding Property as long as the hazardous substances were not generated, stored, disposed of or transported to, on, under or around the Property by TENANT or its employees, agents or contractors. TENANT shall hold LANDLORD harmless from and indemnify LANDLORD against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of TENANT's use of the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any hazardous substance law, as the same may hereafter be amended. "Hazardous Substance Law" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. § 11001 *et seq.*; and any applicable state law or regulation.

20. Opportunity to Cure. If TENANT shall fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly

commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

21. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Property is located.

22. **Notices.** All notices hereunder must be in writing and shall be deemed validly given on the date when deposited in the United States mail, by certified mail, return receipt requested, or one (1) business day after deposit with a nationally recognized overnight delivery service (e.g., Federal Express) addressed as follows (or to any other address that the party to be notified may have designated to the other party by like notice at least ten (10) days prior thereto):

TENANT: FORESITE, LLC
3975 Asbury Road
Vestavia Hills, AL 35243
Attn: Lease Department

With a copy to: Scott Sims
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

LANDLORD: Huffman United Methodist Church
711 Gene Reed Road
Birmingham, AL 35235

The parties may substitute recipient's names and addresses by giving notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

23. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

24. **Arbitration.** In case of dispute over the terms of this Agreement's formation or enforceability, or of any claims, controversies or disputes arising out of or relating in any way to the obligations and responsibilities of the parties to this Agreement and/or the activities described therein, all parties agree to submit such claims, controversies or disputes to arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that the decision of the arbitrator(s) shall be final and binding on all the parties and that such decision may be enforced in any court of competent jurisdiction. The arbitrator(s) shall award to the prevailing party, and against the non-prevailing party, in any such arbitration proceedings all reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred by the prevailing party including, but not limited to, expert fees and expenses, deposition costs, travel costs, etc. Unless agreed upon otherwise by the parties in writing, the arbitration shall take place in Birmingham, Alabama.

25. Confidentiality. LANDLORD agrees that all terms of this Agreement, and any information furnished to LANDLORD by TENANT in connection with this Agreement, shall be and remain confidential. LANDLORD shall not disclose any such terms or information without the prior written consent of TENANT.

26. Interference. Should the LANDLORD, at any time during the term of this Agreement, decide to sell all or any part of the Property or Surrounding Property to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder. Landlord agrees not to sell, lease, or use any other areas of the Surrounding Property for the placement of other communications facilities if, in TENANT's sole judgment, such installation would interfere with TENANT's Communications Facility.

27. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

28. Authority. Each individual executing this Agreement on behalf of TENANT and LANDLORD, if LANDLORD is an entity, represents and warrants that: (a) he or she is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with its corporate bylaws, statement of partnership, certificate of limited partnership, or appropriate limited liability company documentation, as the case may be; (b) this Agreement is binding upon said entity in accordance with its terms; and (c) LANDLORD is duly organized, legally existing, and in good standing in the State of Alabama.

29. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original (even if it is a signed facsimile), but all of which together shall constitute one and the same agreement.

30. Miscellaneous. This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representations of either, shall be binding upon LANDLORD or TENANT. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement in recordable form, attached hereto, setting forth a description of the Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not

be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

31. **Addendum.** If LANDLORD and TENANT have agreed to amend any of the foregoing terms of this Agreement, including the Option terms, by the attached Addendum to Option and Lease Agreement, the LANDLORD's initials appear here [~~_____~~], the TENANT's initials appear here [~~_____~~], and the attached Addendum to Option and Lease Agreement is incorporated herein and made a part hereof by this reference.

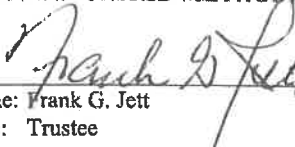
The remainder of this page intentionally left blank

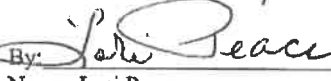
Site Name: Roebuck

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

LANDLORD:


HUFFMAN UNITED METHODIST CHURCH

By:  (SEAL)
Name: Frank G. Jett
Title: Trustee

By:  (SEAL)
Name: Lori Peace
Title: Trustee

TENANT:

FORESITE, LLC,
an Alabama limited liability company

By:  (SEAL)
Name: Krista M. Young
Title: CFO

CONSENT OF PASTOR

I have read all of the provisions of the foregoing Option and Lease Agreement, between Huffman United Methodist Church and Foresite, LLC (the "Lease). In accordance with Paragraph 2540 of the *Book of Discipline* of the United Methodist Church (2016 ed.), I certify that all provisions of the *Book of Discipline* have been complied with in connection with the adoption and execution of the Lease.

CERTIFIED TO AND ATTESTED BY:

By: 
Rev. Ed Sims, Senior Pastor

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rev. Ed Sims, whose name as Senior Pastor of Huffman United Methodist Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Huffman United Methodist Church.

Given under my hand and official seal, this the 3 day of February, 2020.





Notary Public
My Commission Expires: 8-9-22

CONSENT OF DISTRICT SUPERINTENDENT

I have read all of the provisions of the foregoing Option and Lease Agreement, between Huffman United Methodist Church and Foresite, LLC (the "Lease). In accordance with Paragraph 2540 of the *Book of Discipline* of the United Methodist Church (2016 ed.), I certify that all provisions of the *Book of Discipline* have been complied with in connection with the adoption and execution of the Lease.

CERTIFIED TO AND ATTESTED BY:


By: 
Reverend Sherill Clontz
District Superintendent
Cheaha District
North Alabama Conference
United Methodist Church

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Sherill Clontz, whose name as District Superintendent of the Cheaha District of the North Alabama Conference of the United Methodist Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said North Alabama Conference.

Given under my hand and official seal, this the 3 day of February, 2020.




Notary Public
My Commission Expires: 8-9-22

**ADDENDUM TO
OPTION AND LEASE AGREEMENT**

**Huffman United Methodist Church, as LANDLORD
and FORESITE, LLC, as TENANT
DATED _____**

LANDLORD and TENANT hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

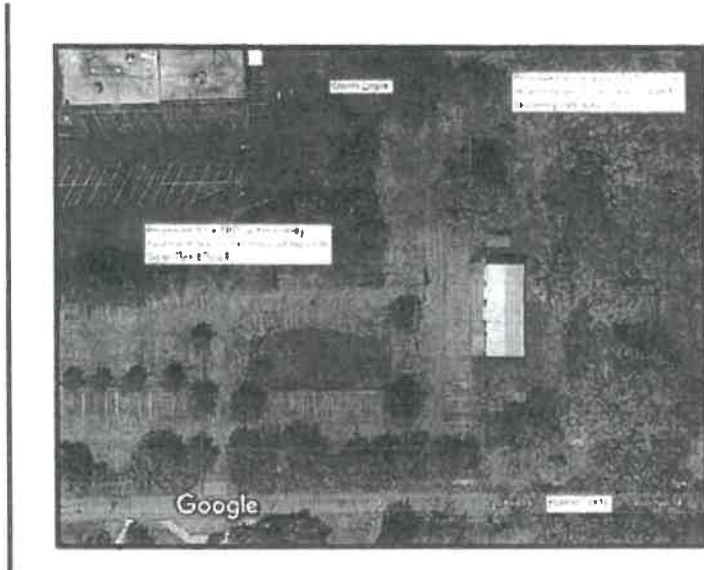
Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between the Agreement (without this Addendum) and this Addendum, this Addendum shall control.

LANDLORD's initials: *HM*

TENANT's initials: *FS*

[This Addendum page to remain in lease even if not used]

EXHIBIT A
(Description of the Leased Property)
(Attach Site Sketch until Legal Description can be obtained)



LANDLORD's initials RF

TENANT's initials RS

EXHIBIT B

List all Deeds to Secure Debts, Mortgages, Liens or Judgments encumbering the Property.


If none, please state none.

Debts: **None**

Lender:
Loan Officer Name and Telephone:
Loan Number:

Liens: **None**

Judgments: **None**

LANDLORD's initials 


TENANT's initials 

EXHIBIT C

Legal Description and Survey of the Leased Property (to be attached at a later date).

LANDLORD's initials

A handwritten signature in blue ink, appearing to be 'R. J. P.', written over a horizontal line.

TENANT's initials

A handwritten signature in blue ink, appearing to be 'J. S.', written over a horizontal line.

Site Name: Roebuck

County Division Code: AL040
Inst. # 2020017232 Pages: 1 of 7
I certify this instrument filed on
2/19/2020 1:52 PM Doc: OPT
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$34.00

Clerk: NICOLE

Prepared By:
J. Scott Sims, Esquire
Sirate & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205
After recording return to:
FORESITE, LLC
3795 Asbury Road
Birmingham, AL 35243
Attn: Lease Department

STATE OF ALABAMA

JEFFERSON COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("Memorandum") is executed this 13th day of February, 2020, by and between Frank G. Jett and Lori Peace, as trustees for the Huffman United Methodist Church in trust for the use and benefit of said local church and The United Methodist Church ("Landlord"), whose mailing address is 711 Gene Reed Road, Birmingham, Alabama 35235, and **FORESITE, LLC**, an Alabama limited liability company ("Tenant"), whose mailing address is 3795 Asbury Road, Birmingham, AL 35243.

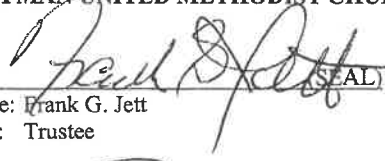
SUCH MEMORANDUM evidences that certain Option and Lease Agreement wherein Landlord grants to Tenant an option to lease property and an easement thereto, located in the County of Jefferson County, State of Alabama, within property owned by Landlord, which property is described on Exhibit "A" attached hereto. The term of the option commenced on February 13th, 2020, and will terminate on February 13th, 2021, unless extended pursuant to the terms of the Option and Lease Agreement.

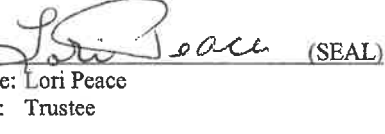
The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LANDLORD:

HUFFMAN UNITED METHODIST CHURCH

By:  (SEAL)
Name: Frank G. Jett
Title: Trustee

By:  (SEAL)
Name: Lori Peace
Title: Trustee

TENANT:

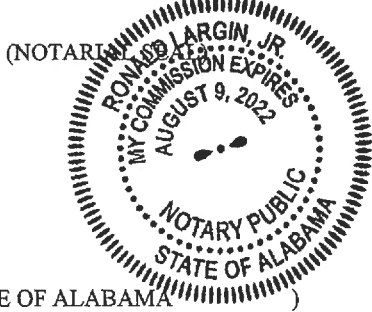
FORESITE, LLC
an Alabama limited liability company

By:  (SEAL)
Name: Krista M. Young
Title: CFO

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Frank G. Jett, whose name as trustee of **HUFFMAN UNITED METHODIST CHURCH**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said church.

GIVEN under my hand, this the 3 day of February, 2020.



[Signature]
Notary Public
My Commission Expires: 8-9-22

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lori Peace, whose name as trustee of **HUFFMAN UNITED METHODIST CHURCH**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she, as such trustee and with full authority, executed the same voluntarily for and as the act of said church.

GIVEN under my hand, this the 3 day of February, 2020.

(NOTARIAL SEAL)



[Signature]
Notary Public
My Commission Expires: 8-9-22

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Krista M. Young, whose name as CFO of FORESITE, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand, this the 13th day of February, 2020.

(NOTARIAL SEAL)

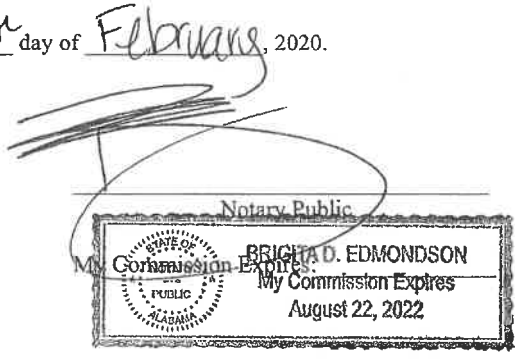


EXHIBIT A

Part of Lot 1 and Lot 1-A, according to the Map of Native Park Estates, as recorded in Map Book 25, Page 61, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows:

Commence at the southeasterly corner of Lot 1-A, of the above mentioned map and thence run in a southerly direction along the southerly line of said Lot 1-A for a distance of 73.8 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue in a westerly direction along the southerly line of said Lot 1-A, and along the southerly line of Lot 1, for a distance of 91.0 feet; thence turn an angle of 99 degrees 00 minutes to the right and run in a southerly direction for a distance of 307.8 feet; thence turn an angle of 90 degrees 00 minutes to the right and run in an easterly direction for a distance of 91.0 feet; thence turn an angle of 99 degrees 00 minutes to the right and run in a southerly direction for a distance of 307.8 feet to the point of beginning.

CONSENT OF PASTOR

I have read all of the provisions of the foregoing Option and Lease Agreement, between Huffman United Methodist Church and Foresite, LLC (the "Lease). In accordance with Paragraph 2540 of the *Book of Discipline* of the United Methodist Church (2016 ed.), I certify that all provisions of the *Book of Discipline* have been complied with in connection with the adoption and execution of the Lease.

CERTIFIED TO AND ATTESTED BY:

By: 
Rev. Ed Sims, Senior Pastor


STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rev. Ed Sims, whose name as Senior Pastor of Huffman United Methodist Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Huffman United Methodist Church.

Given under my hand and official seal, this the 3 day of February, 2020.

[SEAL]




Notary Public
My Commission Expires: 8-9-22

CONSENT OF DISTRICT SUPERINTENDENT

I have read all of the provisions of the foregoing Option and Lease Agreement, between Huffman United Methodist Church and Foresite, LLC (the "Lease). In accordance with Paragraph 2540 of the *Book of Discipline* of the United Methodist Church (2016 ed.), I certify that all provisions of the *Book of Discipline* have been complied with in connection with the adoption and execution of the Lease.

CERTIFIED TO AND ATTESTED BY:

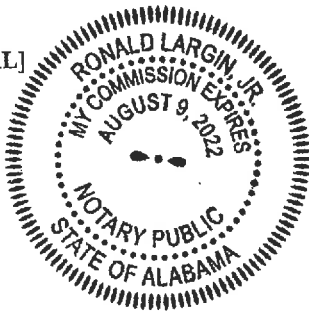
By: *Sherill Clontz*
Reverend Sherill Clontz
District Superintendent
Cheaha District
North Alabama Conference
United Methodist Church

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Sherill Clontz, whose name as District Superintendent of the Cheaha District of the North Alabama Conference of the United Methodist Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said North Alabama Conference.

Given under my hand and official seal, this the 3 day of February, 2020.

[SEAL]



Ronald Largin, Jr.
Notary Public
My Commission Expires: 8-9-22

Site Name: Roebuck

Prepared By:
J. Scott Sims, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205
After recording return to:
FORESITE, LLC
3795 Asbury Road
Birmingham, AL 35243
Attn: Lease Department

STATE OF ALABAMA

JEFFERSON COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 13th day February, 2020, by and between Frank G. Jett and Lori Peace, as trustees for the Huffman United Methodist Church in trust for the use and benefit of said local church and The United Methodist Church ("Landlord"), whose mailing address is 711 Gene Reed Road, Birmingham, Alabama 35235 and FORESITE, LLC, an Alabama limited liability company ("Tenant"), whose mailing address is 3795 Asbury Road, Birmingham, AL 35243.

WHEREAS, Landlord and Tenant executed and entered into an Option and Lease Agreement (the "Lease") dated Feb. 13th, 2020, for the purpose of installing, operating and maintaining radio communication facilities and other improvements on the Property (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property (as hereinafter defined), to acknowledge Tenant's exercise of its option under the Lease and to provide for a commencement date under the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term.** The terms of the Lease shall be Five (5) years commencing on February 13th, 2020, (the "Commencement Date"), and terminating at midnight on the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for **Four (4)** additional **Five (5)** year terms (the "Renewal Terms").

2. **Property.** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Property") and Landlord has granted unto Tenant, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibit

"A" attached hereto (the "Easement").

3. **Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.


The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

LANDLORD:

HUFFMAN UNITED METHODIST CHURCH

By:  (SEAL)
Name: Frank G. Jett
Title: Trustee

By:  (SEAL)
Name: Lori Peace
Title: Trustee

TENANT:

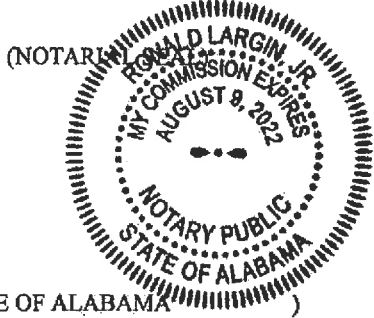
FORESITE, LLC,
an Alabama limited liability company

By:  (SEAL)
Name: Krista M. Young
Title: CFO

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Frank Jett, whose name as trustee of **HUFFMAN UNITED METHODIST CHURCH**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said church.

GIVEN under my hand, this the 3 day of FEBRUARY, 2020.



Ronald Largin, Jr.
Notary Public

My Commission Expires: 8.9.22

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Lori Pence, whose name as trustee of **HUFFMAN UNITED METHODIST CHURCH**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he, as such trustee and with full authority, executed the same voluntarily for and as the act of said church.

GIVEN under my hand, this the 3 day of FEBRUARY, 2020.

(NOTARIAL SEAL)



Ronald Largin, Jr.
Notary Public

My Commission Expires: 8.9.22

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Krista M. Young, whose name as CFO of FORESITE, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand, this the 13th day of February, 2020.

(NOTARIAL SEAL)



Notary Public



EXHIBIT A

CONSENT OF PASTOR

I have read all of the provisions of the foregoing Option and Lease Agreement, between Huffman United Methodist Church and Foresite, LLC (the "Lease). In accordance with Paragraph 2540 of the *Book of Discipline* of the United Methodist Church (2016 ed.), I certify that all provisions of the *Book of Discipline* have been complied with in connection with the adoption and execution of the Lease.

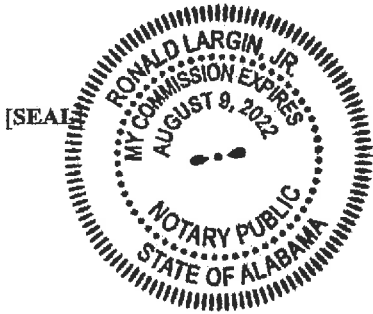
CERTIFIED TO AND ATTESTED BY:


By: 
Rev. Ed Sims, Senior Pastor

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Rev. Ed Sims, whose name as Senior Pastor of Huffman United Methodist Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Huffman United Methodist Church.

Given under my hand and official seal, this the 3 day of February, 2020.

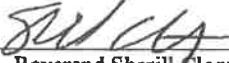



Notary Public
My Commission Expires: 8-9-22

CONSENT OF DISTRICT SUPERINTENDENT

I have read all of the provisions of the foregoing Option and Lease Agreement, between Huffman United Methodist Church and Foresite, LLC (the "Lease). In accordance with Paragraph 2540 of the *Book of Discipline* of the United Methodist Church (2016 ed.), I certify that all provisions of the *Book of Discipline* have been complied with in connection with the adoption and execution of the Lease.

CERTIFIED TO AND ATTESTED BY:

By: 
Reverend Sherill Clontz
District Superintendent
Cheaha District
North Alabama Conference
United Methodist Church


STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reverend Sherill Clontz, whose name as District Superintendent of the Cheaha District of the North Alabama Conference of the United Methodist Church, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said North Alabama Conference.

Given under my hand and official seal, this the 3 day of February, 2020.

[SEAL]




Notary Public
My Commission Expires: 8.9.22

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

JEFFERSON COUNTY)

*\$6,000.00 ✓
noted 4-15-80*

That in consideration of Sixteen Thousand and no/00 (\$16,000.00)-----DOLLARS and the execution of a purchase money mortgage for \$19,000.00, to the under- signed grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, we, LUCILE F. ADAMS and husband, HORACE H. ADAMS (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto William G. Garner, Gene Hurst, John Grabowski, J. P. Gardner, Lauch McLaurin, Robert Bishop, Harold Eason, Phillip Lankford and Hoyt Keith, as trustees for the Huffman United Methodist Church, in trust nonetheless for the use and benefit of said local church and The United Methodist Church (herein referred to as grantee, whether one or more), the following described real estate, situated in Jefferson County, Alabama, to-wit:

Part of Lot 1 and Lot 1-A, according to the Map of Huffman Farm Estates, as recorded in Map Book 25, Page 61, in the Office of the Judge of Probate of Jefferson County, Alabama, being more particularly described as follows:

Commence at the southeasterly corner of Lot 1-A, of the above mentioned map and thence run in a westerly direction along the southerly line of said Lot 1-A for a distance of 70.0 feet to the point of beginning of the parcel herein described; from the point of beginning thus obtained, continue in a westerly direction along the southerly line of said Lot 1-A, and along the southerly line of Lot 1, for a distance of 91.0 feet; thence turn an angle of 90 degrees 00 minutes to the right and run in a northerly direction for a distance of 307.0 feet; thence turn an angle of 90 degrees 00 minutes to the right and run in an easterly direction for a distance of 91.0 feet; thence turn an angle of 90 degrees 00 minutes to the right and run in a southerly direction for a distance of 307.0 feet to the point of beginning.

Subject to easements and rights-of-way of record.

In trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises, except the purchase money mortgage set out above.

Subject to 1980 ad valorem taxes, which the grantee assumes and agrees to pay.

\$10,000.00 of the purchase price of the hereinabove described property was paid from a mortgage loan closed simultaneously with delivery of this deed.

This Instrument was Prepared by:
MALCOLM L. WHEELER, ATTORNEY
2230 - 3RD AVENUE, NORTH
BIRMINGHAM, ALABAMA 35203

TO HAVE AND TO HOLD to the said grantee, his, her or their heirs and assigns forever.

And we do for ourselves and for our heirs, executors and administrators covenant with the said GRANTEES, their heirs and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said GRANTEES, their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of April, 1980.

Lucile F. Adams (SEAL)
Lucile F. Adams

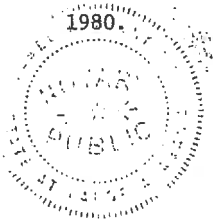
Horace H. Adams (SEAL)
Horace H. Adams

GENERAL ACKNOWLEDGMENT

STATE OF ALABAMA)
~~ASTAGA~~ JEFFERSON)
COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Lucile F. Adams and husband, Horace H. Adams, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance did execute the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of April,



Orval B. McIntire
Notary Public

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
REAL 1903 PAGE 840
APR 15 2 43 PM '80
RECORDED & MTC. TAX
& DEED TAX HAS BEEN
PAID ON THIS INSTRUMENT.
600
400
1000
JUDGE OF PROBATE

RETURN TO: *6000⁰⁰*
MALCOLM L. WHEELER

LUCILE F. ADAMS and husband,
HORACE H. ADAMS

TO

WILLIAM G. GARNER, ET ALS, As
Trustees of Huffman United
Methodist Church

WARRANTY DEED
360

REAL 1903 PAGE 840

600
400

1000

APR 12 5 43 PM '88

Please Note

ENDORSEMENT

BINDER NUMBER: J 44646

NAME OF MORTGAGEE: Lucile F. Adams and Buford O. Jennings

NAME OF MORTGAGOR-OWNER: Huffman United Methodist Church

AMOUNT OF INSURANCE: Owners' Policy for \$35,000.00: Mortgagee Policy for \$19,000.00 and Mortgagee Policy for \$10,000.00

DATE OF BINDER : February 14, 1980 at 8:00 A. M.

The above described binder is hereby amended in the following respects:

Number 6, under Item 2, Section 1, Schedule "B" of said binder is hereby deleted.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

The total liability of the Company under said policy and any endorsement thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the Conditions and Stipulations thereof to pay.

This endorsement, when countersigned by an authorized officer or agent is made a part of said policy as of the policy date thereof and is subject to the Schedules, Conditions and Stipulations and Exclusions from Coverage therein contained, except as modified by the provisions hereof.

Dated: February 22, 1980 at 9:15 A. M.

Countersigned:

JEFFERSON LAND TITLE SERVICES CO., INC.

Emely W. Boyer
Authorized Officer or Agent



Mississippi Valley Title Insurance Company

By *Lewen Kaylor* President

J. Mortimer Secretary

50' X 50' LEASE AREA (AS-SURVEYED)

Being a portion of Lot 1-B a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 31, T-16-S, R-1-W said Jefferson County and being more particularly described as follows:

Commencing at a capped iron rod found at the northernmost northwest corner of said Lot 1-B; said capped iron rod lying S 07°48'10" E a distance of 2629 feet, more or less, from the northwest corner of said Section 31 and having Alabama West Plane Coordinates of N:1309887.37, E:2214969.92; thence N 89°48'23" E a distance of 159.91 feet to a Angle Iron found at the northeast corner of said Lot 1-B having Alabama West State Plane Coordinates of N:1309887.91, E:2215129.83; thence S 26°10'43" W a distance of 62.06 feet to a 5/8" rebar set and the Point of Beginning; thence S 00°51'26" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°08'34" W a distance of 50.00 feet to a 5/8" rebar set; thence N 00°51'26" W a distance of 50.00 feet to a 5/8" rebar set; thence N 89°08'34" E a distance of 50.00 feet to a 5/8" rebar set and the Point of Beginning. Said above described Lease Area contains 2,500.0 square feet or 0.06 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS-SURVEYED)

Being a portion of Lot 1-B a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 31, T-16-S, R-1-W said Jefferson County and being more particularly described as follows:

Commencing at a capped iron rod found at the northernmost northwest corner of said Lot 1-B; said capped iron rod lying S 07°48'10" E a distance of 2629 feet, more or less, from the northwest corner of said Section 31 and having Alabama West Plane Coordinates of N:1309887.37, E:2214969.92; thence N 89°48'23" E a distance of 159.91 feet to a Angle Iron found at the northeast corner of said Lot 1-B having Alabama West State Plane Coordinates of N:1309887.91, E:2215129.83; thence S 26°10'43" W a distance of 62.06 feet to a 5/8" rebar set; thence S 00°51'26" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°08'34" W a distance of 50.00 feet to a 5/8" rebar set; thence N 00°51'26" W a distance of 25.00 feet to the Point of Beginning of an Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 89°55'33" W a distance of 27.77 feet to a point; thence S 00°23'35" W a distance of 196.31 feet to a point; thence N 89°50'29" W a distance of 168.28 feet to a point; thence S 01°01'48" W a distance of 37.51 feet, more or less, to the north right-of-way line of Gene Reed Road and the Point of Ending. Said above described Easement contains 12,895.9 square feet or 0.30 acres, more or less.

10' UTILITY EASEMENT (AS-SURVEYED)

Being a portion of Lot 1-B a Resurvey of Part of Lot 1 and all of Lot 1-A of Huffman Farm Estates recorded in Map Book 223, Page 15 in the Office of the Judge of Probate, Jefferson County, Alabama, lying in the Southwest 1/4, Section 31, T-16-S, R-1-W said Jefferson County and being more particularly described as follows:

Commencing at a capped iron rod found at the northernmost northwest corner of said Lot 1-B; said capped iron rod lying S 07°48'10" E a distance of 2629 feet, more or less, from the northwest corner of said Section 31 and having Alabama West Plane Coordinates of N:1309887.37, E:2214969.92; thence N 89°48'23" E a distance of 159.91 feet to a Angle Iron found at the northeast corner of said Lot 1-B having Alabama West State Plane Coordinates of N:1309887.91, E:2215129.83; thence S 26°10'43" W a distance of 62.06 feet to a 5/8" rebar set; thence S 00°51'26" E a distance of 50.00 feet to a 5/8" rebar set; thence S 89°08'34" W a distance of 5.00 feet to the Point of Beginning of an Easement being 10 feet in width and lying 5 feet on each side of the following described centerline; thence S 08°40'29" E a distance of 25.95 feet to a point; thence S 05°33'44" E a distance of 173.64 feet, more or less, to the north right-of-way line of Gene Reed Road and the Point of Ending. Said above described Easement contains 997.9 square feet or 0.02 acres, more or less.

1-A CERTIFICATION

Date: May 5, 2020

RE: Site Name: Roebuck

Site Number: 9BH2566

Ground Elevation: 732.5'

City Name: Birmingham County: Jefferson State: Alabama

I certify that the Latitude of 33 Degrees 35 Min. 52.927 Sec. North and the longitude of 86 Degrees 41 Min. 24.822 Sec. West is accurate to within +/- 20 feet horizontally; and is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) is in terms of the North America Datum of 1983 (NAD83) and is expressed in degrees, minutes and seconds. The vertical datum (heights) is in terms of the North American Vertical Datum of 1988 (NAVD88).

Decimal Format

33.598035 Latitude
-86.690228 Longitude

State of Alabama

Date: 5/5/20



David D. McKinney
Alabama Registered No. 30350
SMW Job No. 20-0242
Prepared By: BMS



COMPLIANCE LETTER
FOR CONSTRUCTION OF NEW TELECOMMUNICATION FACILITY

ForeSite acknowledges compliance with the City's Telecommunication Ordinance and all applicable regulations.

ForeSite's proposed Wireless Telecommunications Facility:

- 1) shall, at all times and without exception, be maintained in a safe manner, and in compliance with all conditions of all permits and authorizations.
- 2) shall at all times be operated and maintained in compliance with all federal, State and local laws, codes, ordinances, rules and regulations, including but not limited to those related to electrical powering limits and RF emissions.
- 3) the Telecommunication Facility, foundation and attachments are designed and will be constructed ("As Built") to meet all local, County, State and Federal structural requirements for loads, including wind and ice loads, as required by the currently adopted building code.
- 4) will be grounded and bonded so as to protect persons and property and installed with appropriate surge protectors

ForeSite will expeditiously remedy any physical or RF interference with other telecommunications or wireless devices or services;

ForeSite will negotiate in good faith for shared use of the proposed Tower by other Telecommunications providers in the future; and

ForeSite's proposed work is legally permissible, including, but not limited to the fact that ForeSite is authorized to do business in the State.

Signed by: Cory Broadley, being authorized to sign for and legally commit the Applicant

Print Name: Cory Broadley

Date: 2/10/21

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

AFFIDAVIT OF Samuel B. Gehri

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

1. My name is Samuel B. Gehri. I am over 21 years of age, a resident of the State of Alabama, and make these statements freely based upon personal knowledge in conjunction with the zoning application filed by ForeSite Services, Inc., on behalf of T-Mobile.

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

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

4. When tasked with searching for a new site, the first task is to search for existing towers or other similar structures upon which to place T-Mobile's antennas. In

this case, through a computer search and through personal visits to the area, ForeSite discovered that there are no existing towers located within the boundaries of the search area.

5. Since there were no other towers or other suitable structures within the search area boundary for use by T-Mobile to meet its demonstrated service needs, I was then forced to focus on identifying potential sites for a new facility.

6. Once the need for a new facility was identified, the next step in the site evaluation process required a detailed evaluation of each land parcel within the search area based on land elevation, parcel size, zoning classification, and other factors. The goal was to identify land parcels on which a new facility could be located that would, have sufficient elevation to satisfy T-Mobile's service requirements; be suitable to accommodate the construction of the facility with minimal disruption to adjoining properties; bear a zoning classification that permits telecommunications towers.

7. In my professional opinion, based upon my knowledge of telecommunications industry standards, my extensive experience in site acquisition, and my evaluation of potential parcels within the search area, the location identified for this tower facility offer a suitable location within the search area for this telecommunications facility.

8. Furthermore, I hereby certify that Thirty (30) days prior to filing this Application, there were no alternative suitable towers or alternative support structures in the Search Area in which to meet the RF coverage objectives.

9. If approved, this telecommunications facility will accommodate up to three (3) additional carriers.

FURTHER AFFIANT SAYETH NOT.

This 13 day of January, 2021.


Samuel B. Gehri

Sworn to and subscribed
before me this the 13 day of
January, 2021.


Notary Public

My Commission Expires



(Seal)

EXHIBIT "A"

See Attached
(Pictures of Current Site Conditions)



Re: Emergency Contact Info

To Whom It May Concern:

Please allow this correspondence to appoint the National Operations Center ("NOC") as the single point of contact and party responsible for the on-going compliance with all of the provisions of the Zoning Ordinance. The NOC can be reached twenty-four (24) hours a day, seven (7) days a week at (800) 448-8099.

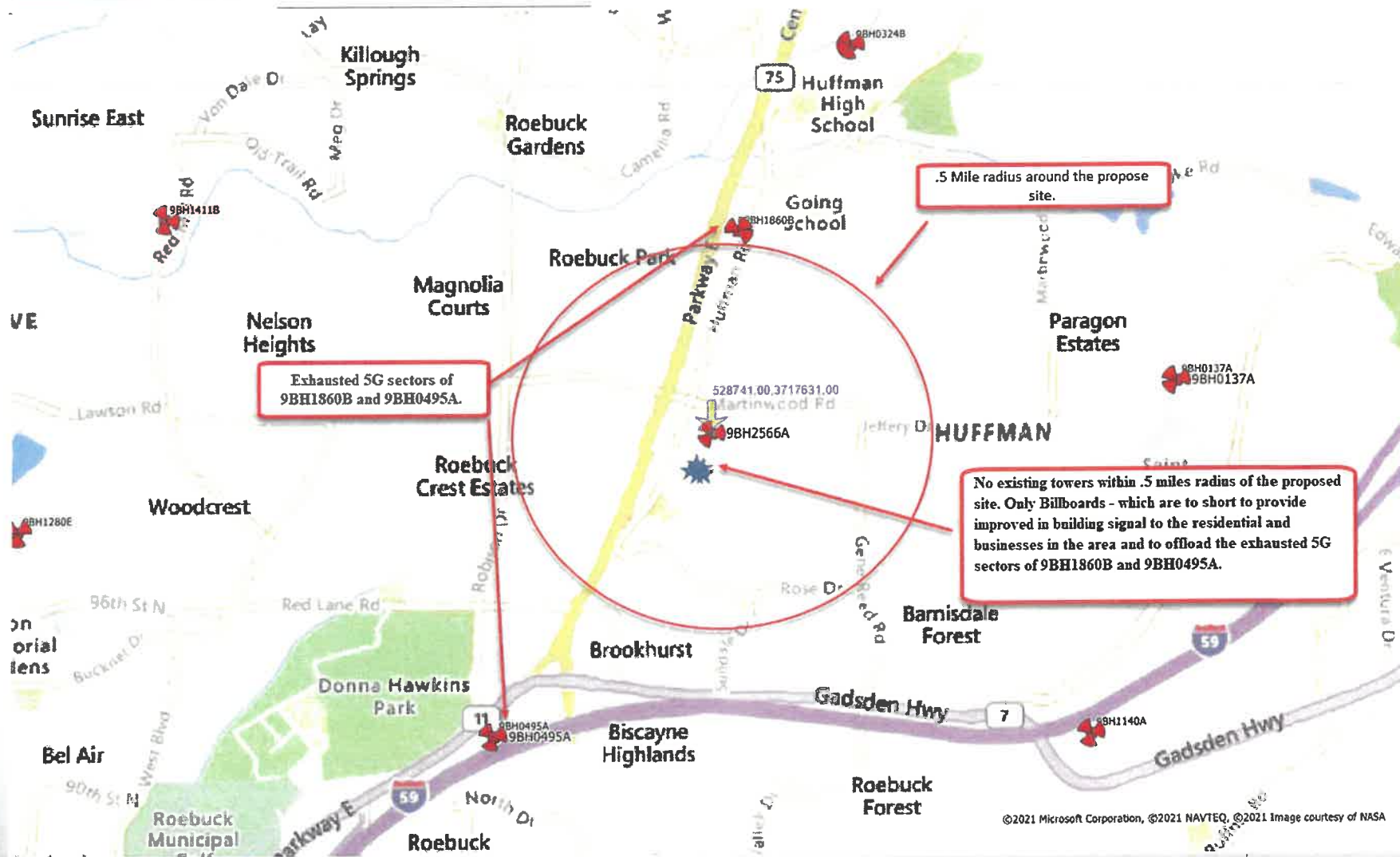
Should you require any additional information to assist your review, or if you should have any questions, please feel free to contact me.

Sincerely,



Paul Beasley
ForeSite LLC

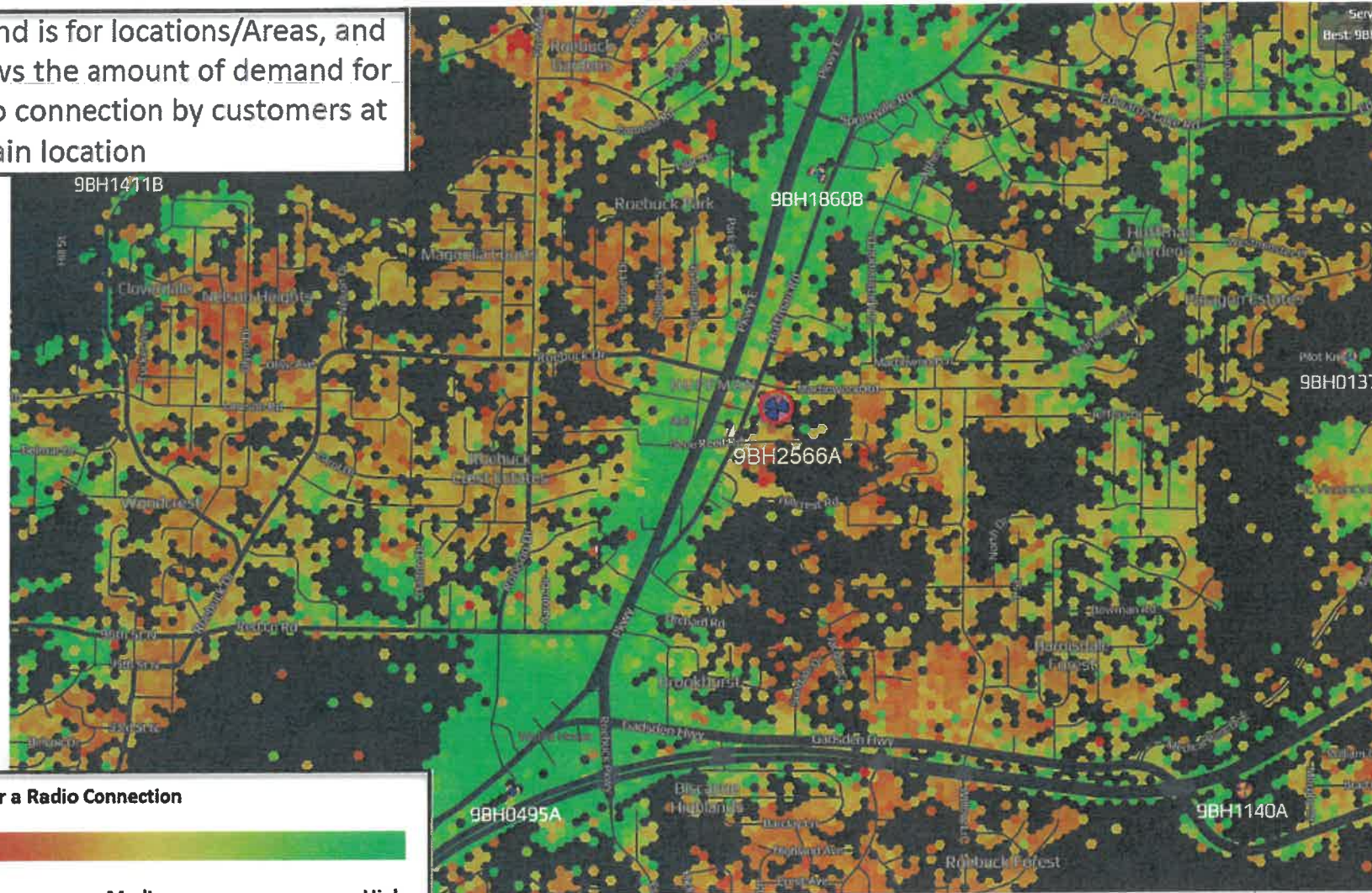
Existing Towers



©2021 Microsoft Corporation, ©2021 NAVTEQ, ©2021 Image courtesy of NASA

Current proposed site area demand map

Demand is for locations/Areas, and it shows the amount of demand for a radio connection by customers at a certain location



Demand For a Radio Connection



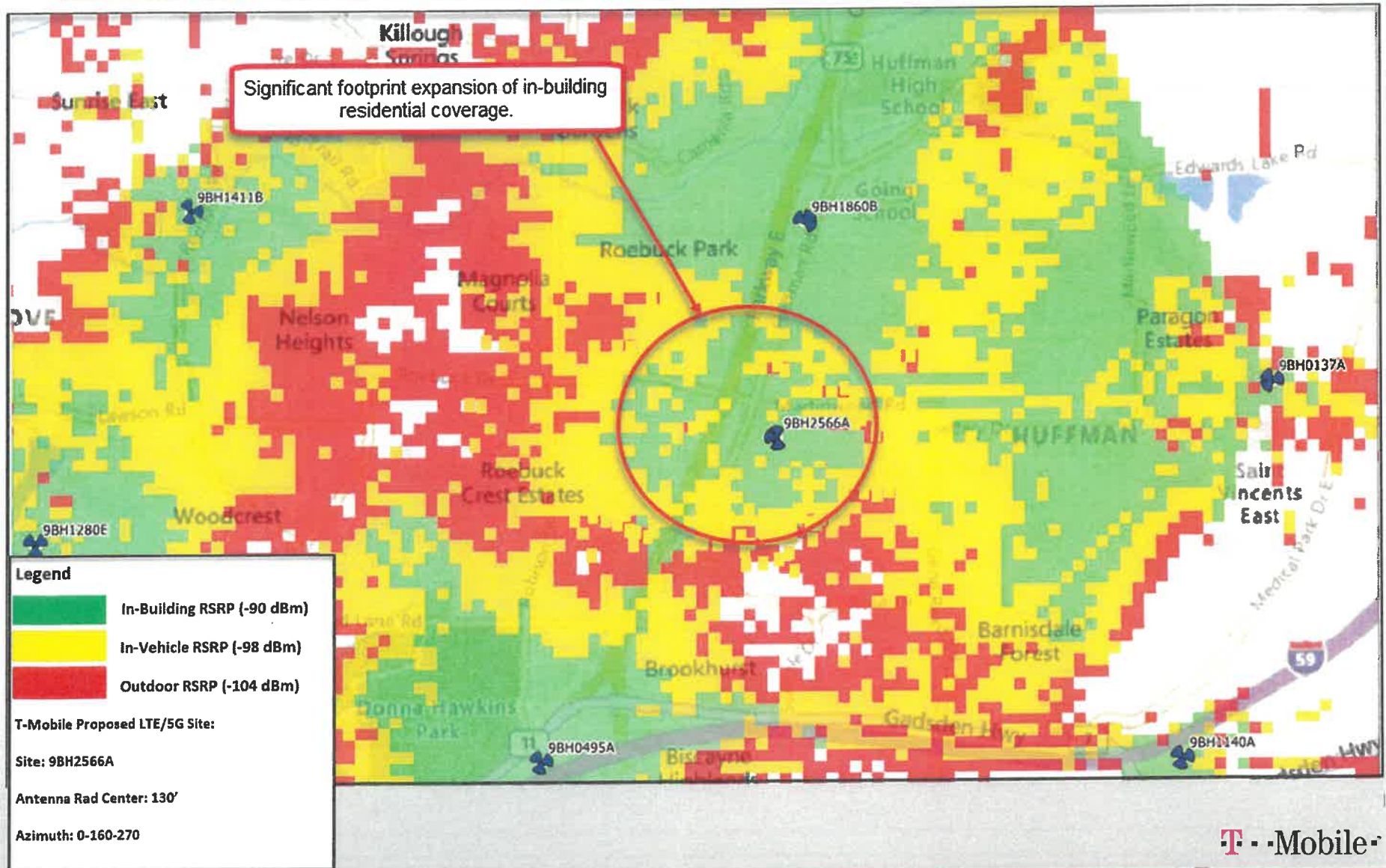
Low

Medium

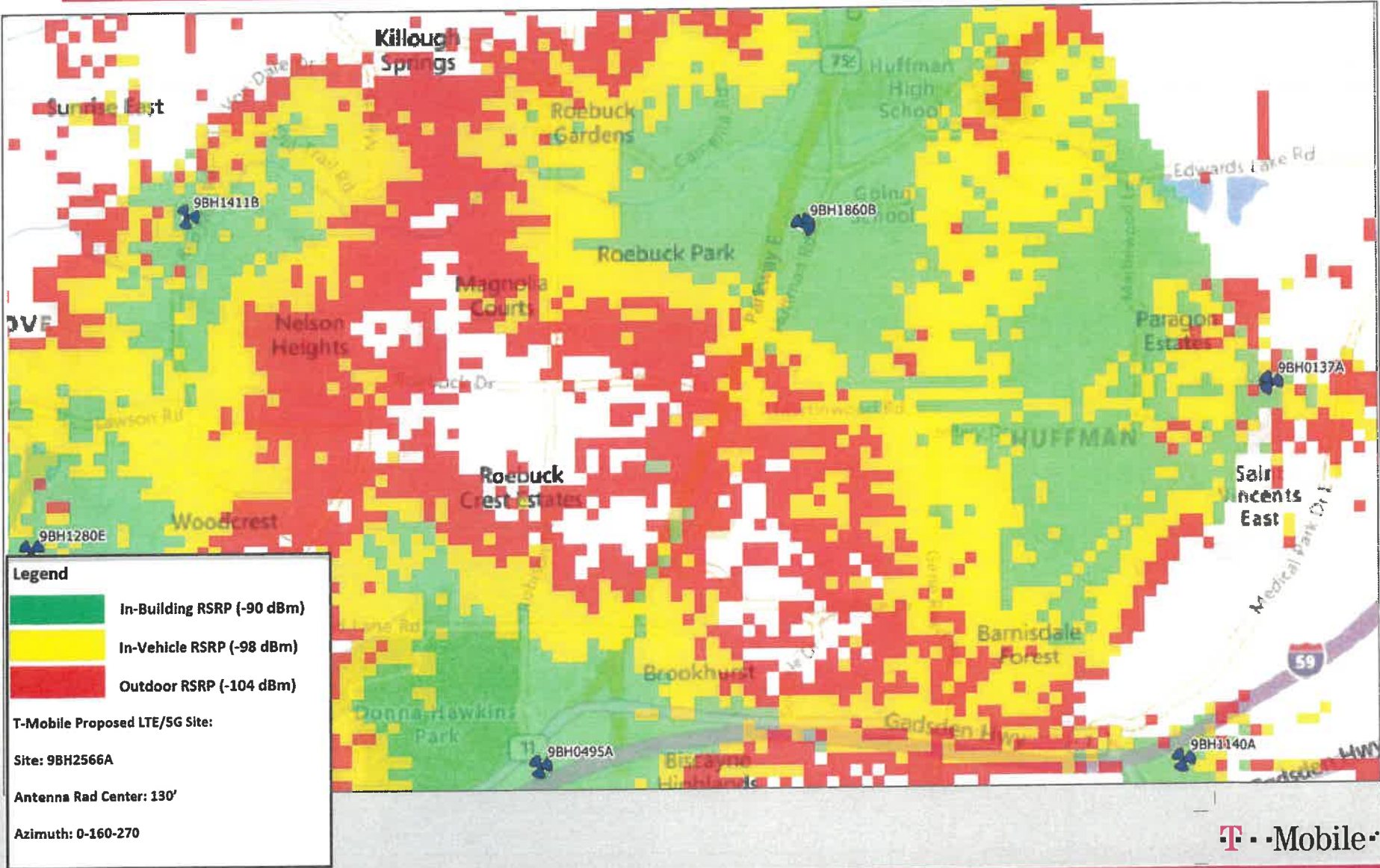
High

T-Mobile

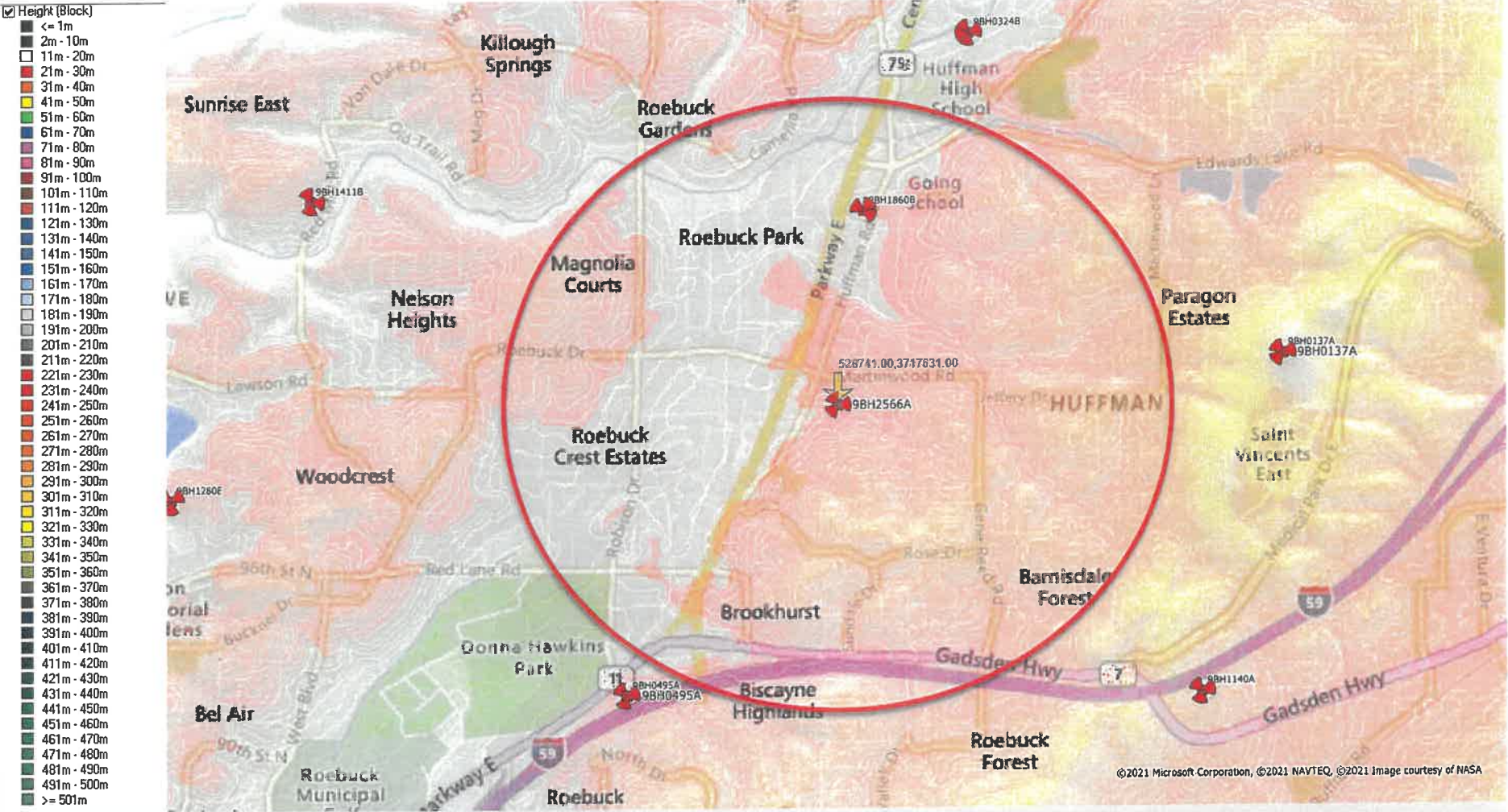
T-MOBILE Proposed Coverage

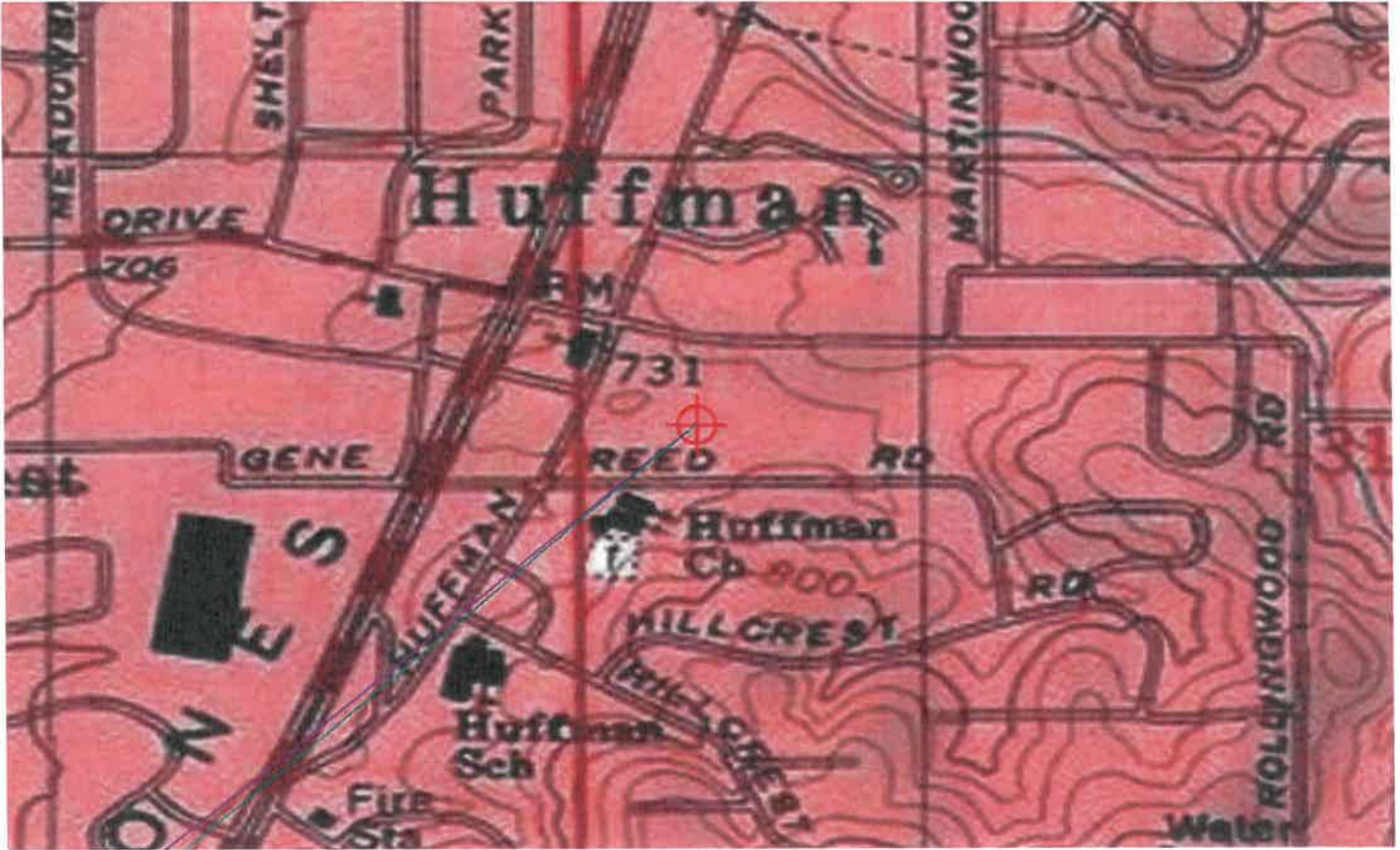


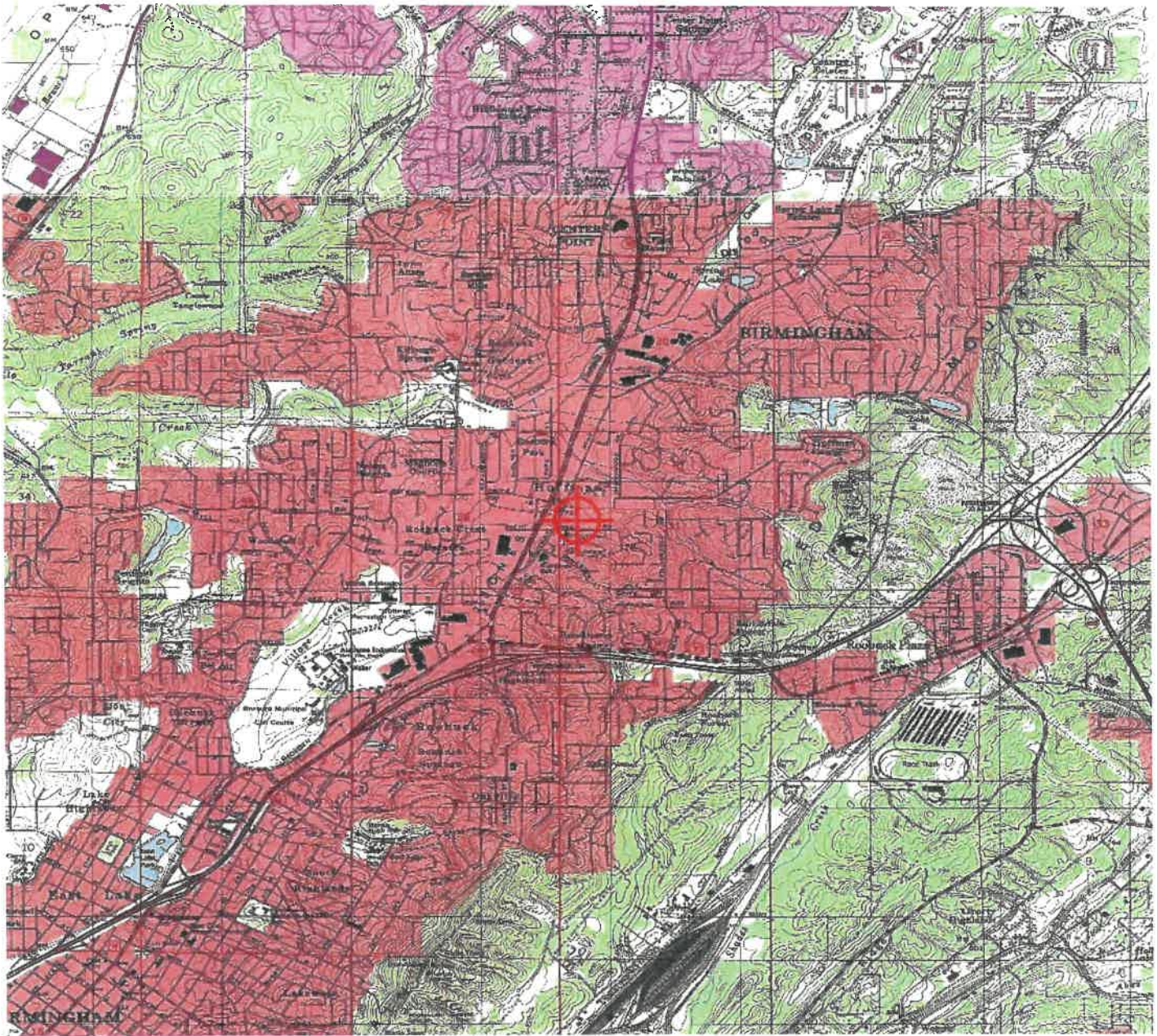
T-MOBILE Existing Coverage



Topographic map within 2-mile radius from propose site









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

Aeronautical Study No.
 2020-ASO-16590-OE

Issued Date: 06/19/2020

Paul Beasley
 ForeSite LLC
 3975 Asbury Rd
 Birmingham, AL 35243

**** 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 Roebuck
 Location: Birmingham, AL
 Latitude: 33-35-52.97N NAD 83
 Longitude: 86-41-24.82W
 Heights: 732 feet site elevation (SE)
 140 feet above ground level (AGL)
 872 feet above mean sea level (AMSL)

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

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

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

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

This determination expires on 12/19/2021 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

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

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

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

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

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

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

If we can be of further assistance, please contact our office at (718) 553-2611, or angelique.eersteling@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-ASO-16590-OE.

Signature Control No: 441977622-443299592

(DNE)

Angelique Eersteling
Technician

Attachment(s)
Case Description
Frequency Data
Map(s)

cc: FCC

Proposed new construction.

Frequency Data for ASN 2020-ASO-16590-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

Attn: Any and All Jurisdictions

Reference: ForeSite Towers, LLC

Subject: Site Maintenance Procedures

ForeSite Towers, LLC's ("ForeSite") routine maintenance procedures for all cell sites are quarterly site visits by the assigned Cell Site Technician(s). The assigned technician is available for regularly scheduled maintenance as well as troubleshooting. The second quarterly visit during a year is an annual inspection which including additional items to be inspected such as the antenna support structure and feeder system.

ForeSite has dedicated, triplicate forms for the both quarterly and annual inspections. Our normal filing procedure for these documents is as follows: (1) the top copy is kept in the master file for site history; (2) the second copy is placed in the logbook located on site inside the radio base station (RBS) cabinet; and (3) the third copy is kept by the technician for their records.

T-Mobile stick together™

Reference: T-Mobile South LLC.

Subject: Wireless Telecommunications Facilities

T-Mobile's routine maintenance procedures for all cell sites, both towers and co-locates, are quarterly site visits by the assigned Cell Site Technician(s). The assigned technician is available for regularly scheduled maintenance as well as troubleshooting. The second quarterly visit during a year is an annual inspection which including additional items to be inspected such as the antenna support structure and feeder system.

T-Mobile has dedicated, triplicate forms for the both quarterly and annual inspections. Our normal filing procedure for these documents is as follows: (1) the top copy is kept in the master file for site history; (2) the second copy is placed in the logbook located on site inside the radio base station (RBS) cabinet; and (3) the third copy is kept by the technician for their records.

If you should require further information regarding our maintenance procedures or would like a copy of our quarterly/annual inspection form, please feel free to contact our office at (205) 222-8219.

Sincerely,



Lester Crane
Field Operations Manager

31 Inverness Center Parkway, Suite 600, Birmingham, AL 35242

February 8, 2021

Cory Broadley
ForeSite Services, Inc.

RE: Proposed 130' Monopole & foundation for Roebuck, AL

Dear Mr. Broadley:

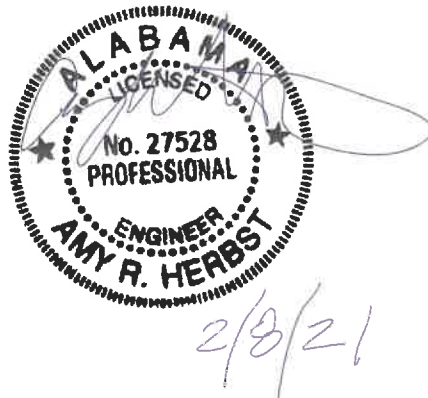
Upon receipt of order, we propose to design and supply a 130' monopole and foundation for the above referenced site. The monopole and foundation will be designed for an ASCE 7-16 ultimate wind speed of 108 mph without ice and 30 mph with 1" ice, Structure Class II, Exposure Category B and Topographic Category 1, in accordance with ANSI/TIA-222-G.

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole 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 the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. **Please note that this letter only applies to the above referenced monopole designed and manufactured by Sabre Towers & Poles.** This would effectively result in a fall radius within the 50' x 50' lease area.

Sincerely,

Amy R. Herbst, P.E.
Senior Design Engineer



Meeting – March 11, 2021
Location – WebEx/ Teleconference
Time - 2:00PM
Pre-Meeting - 1:00PM
Webex/Teleconference

Neighborhood: East Avondale

Staff Planner Moton

ZBA2021-00005

Request: Variance to allow a 11ft front yard instead of the required 25ft front yard setback Title 2, Chapter 1, Section 4, Subsection 3
Applicant: Michael A. Benton
Owner: Michael A. Benton
Site Address: 525 47th St S
Zip Code: 35222
Description: Variance to allow a 18 ft front yard instead of the required 25ft front yard setback pursuant to Title 2, Chapter 1, Section 4, Subsection 3
Property Zoned: R-3, Single Family District
Parcel Information: Parcel #: 012300291010005000, NE of Section 29, Township 17 S, Range 2 W

Variance:

Variance to allow a 11ft front yard instead of the required 25ft front yard setback.

Neighborhood Meeting:

The East Avondale Neighborhood Association; waiting on the vote.

Public Notices:

Public notices were mailed on February 22, 2021.

Applicant's Justification:

The applicant provided documentation of the six (6) variance standard request questions. **Please see attached.**

Staff Analysis:

The subject property located at 525 47th St S is zoned R-3, Single Family District. The applicant is proposing to build a single-family home with a setback of 11ft. The requested setback for the propose house is closely aligned with the houses along the street. The house is located in the Avondale Historic District and will have to adhere to the historic guidelines.

The applicant has met all six variance standards based upon the fact that the front yard setback would be aligned with the house in the same block face.

Staff Recommendation

Staff believes the applicant has provided sufficient evidence to support the variance request; therefore, staff believes the request has merit for approval and as such, should be **GRANTED** subject to the following conditions:

1. Review by the appropriate zoning inspector to insure compliance with the Board's decision.
2. All permits and certificate of occupancy should obtain within three years of approval from the Board.
3. Approved as plans submitted of the proposed structure.

Variance Review Addendum for 525 47th St South Avondale

Proposed for new construction is a single family residence which is being built to replace a house that was long ago demolished. The proposed home is to be built in a manner to suit the style of houses in the neighborhood. The new residence dimensions conform to all current setbacks in the R-3 area which it will be located. In order to keep continuity, the proposed residence has been plotted to the same 18' front set back as the other houses on the street. The lot size is 4350 sq ft which is consistent with the adjoining neighbor lots, but less than the required 6500 sq ft lot requirement. Therefore this variance request is for a hardship that is not self-imposed. If approved, this new residence will complement the adjoining houses in size, distance from the front, rear and side yard setbacks.

Standards:

- 1) Physical Characteristics of the property. The size of the requested lot is 4350 sq ft. Which is small compared to the required 6500 sq ft. If there is no variance granted, the property would no longer be available for use as a residence. This would create an undue hardship, since, at one time there used to be a house in the exact location.
- 2) Unique Characteristics. The lot size is unique to 5 out of 25 houses on the street, therefore this request is necessary to the preservation and enjoyment of a property right and not merely to serve as a convenience. The front setback request is in keeping with the adjoining houses on the street which have an 18' setback vs the 25' requirement.
- 3) Hardship not self-imposed. The hardship of lot size and front yard setback have been in place for approximately 70 years and have not been created by the previous actions of any person having interest in the property.
- 4) Financial gain is not the only basis. This request is to build a residence which I will not sell in the foreseeable future.
- 5) No injury to neighboring property. The granting of this variance will not be injurious to other surrounding property.
- 6) No harm to public welfare. The granting of this variance will not be detrimental to public welfare nor will it cause harm. It will not increase the danger of fire, or imperil the public safety, or in any other respect impair the health safety, comfort, morals, or general welfare of the inhabitants of the City of Birmingham, and will not substantially impair the intent and purpose of this Ordinance.

Thank you for your consideration. It is my hope that the requests are not excessive in any way. Please feel free to contact me via email, phone, or text. mikebenton@aol.com , Mobile number 205-602-1979.

All the best,

Mike Benton

PARCEL ID: 012300291010005000

SOURCE: TAX ASSESOR RECORDS **TAX YEAR:** 2019

DATE: Monday, February 22, 2021 8:59:57 AM

OWNER: BENTON MICHAEL A

ADDRESS: 2904 THORNHILL RD

CITY/STATE: MOUNTAIN BRK AL

ZIP+4: 35213

SITE ADDR: 525 47TH ST S

CITY/STATE: BHAM, AL

ZIP: 35222



LAND: \$75,000.00

BLDG: \$0.00

OTHER: \$0.00

AREA: 4,606.38

ACRES: 0.11

SUBDIVISION INFORMATION:

NAME: ZION CITY

BLOCK: 2

LOT: 12

:

Section: 29-17-2W

Land Slide Zones: Not in Land Slide Zones

Historic Districts: Avondale Park

Commercial Revitalization District: Not in Commercial Revitalization District

Fire District: Not in Fire District

Flood Zones: Not in Flood Zones

Tax Increment Financing District: Not in Tax Increment Financing District

Neighborhoods: East Avondale (2101)

Communities: Woodlawn (21)

Council Districts: District - 3 (Councilor: Valerie A. Abbott)

Zoning Outline: R3

Demolition Quadrants: DEM Quadrant - 3

Impaired Watersheds: Impaired Watershed - Upper Village Creek

Strategic Opportunity Area: Not in Strategic Opportunity Area

RISE Focus Area: In RISE Focus Area

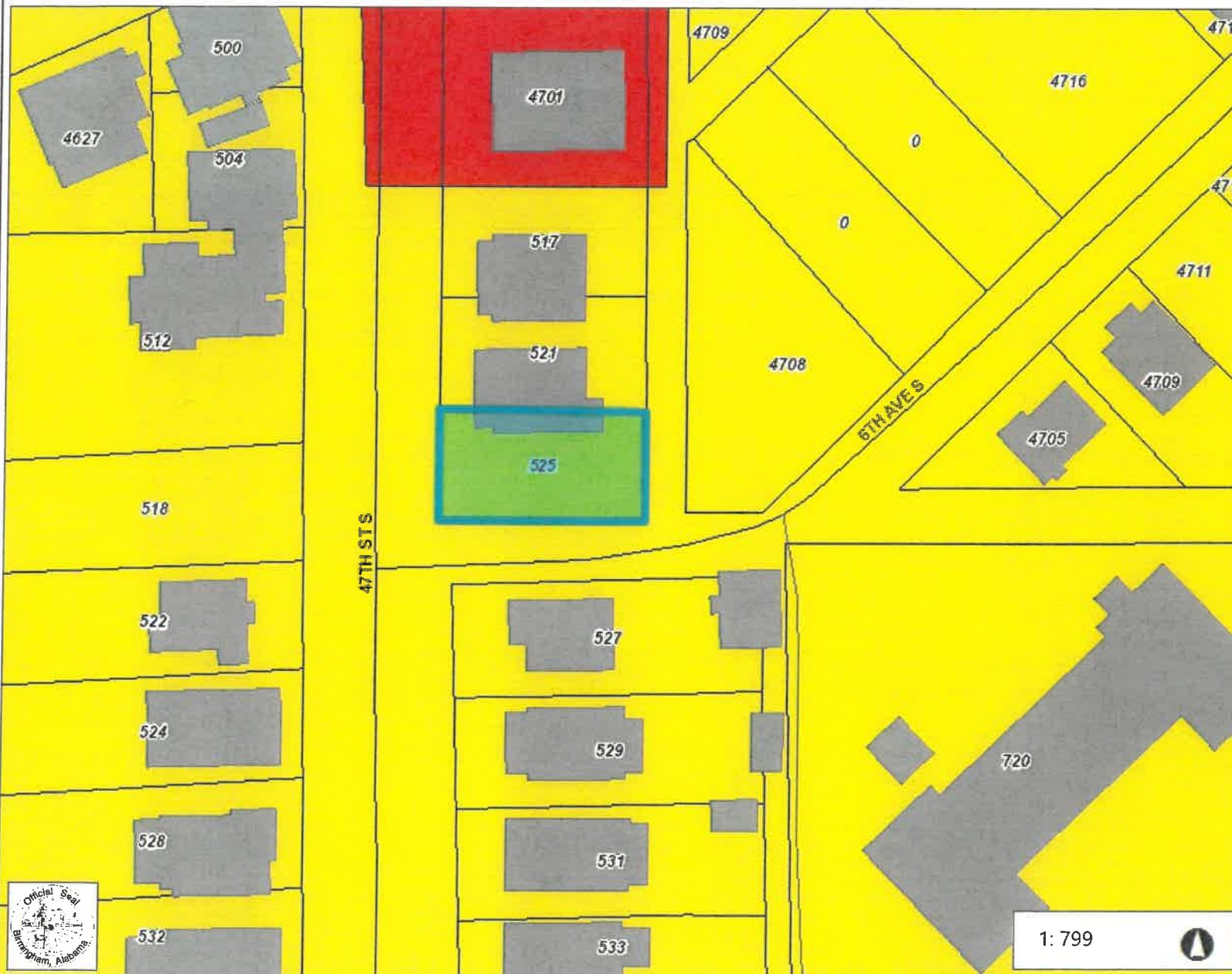
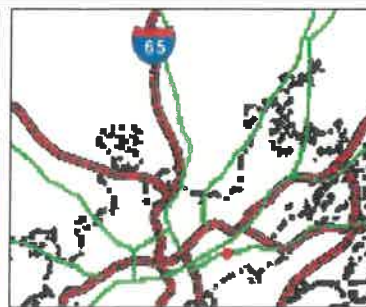
Tax Delinquent Property: Not in Tax Delinquent Property

EPA Superfund: Not in EPA Superfund

Opportunity Zones: Not in Opportunity Zones

Judicial Boundaries: JEFFERSON

Parcel mapping and description information is obtained from the Jefferson County Tax Assessor's Office. This site does not provide real-time information and may contain errors. All data should be verified with the official source. The City of Birmingham makes no warranty as to the accuracy of the data and assumes no responsibility for any errors. Data from the Tax Assessor's Office may not be available for all parcels.



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Zoning Shaded
 - R1; D1 - Single Family District - Cla
 - R2; D2 - Single Family District - Cla
 - R3; D3 - Single Family District; R3
 - R4; D4 - Two Family District; R4
 - R4A - Multiple Dwelling District
 - R5; D5 - Multiple Family District; D5
 - R6; D6 - Multiple Family District
 - R7 - Multiple Family District

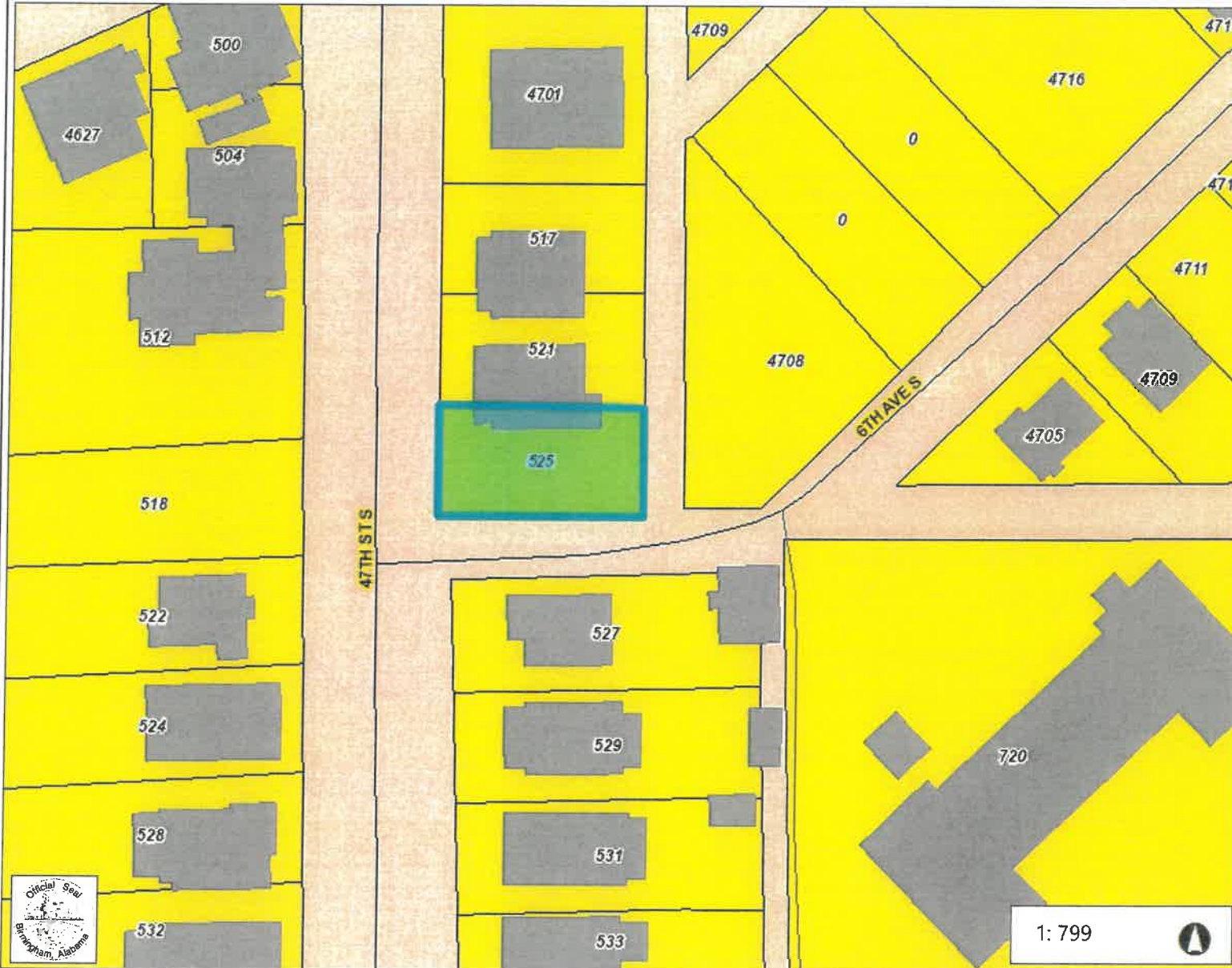
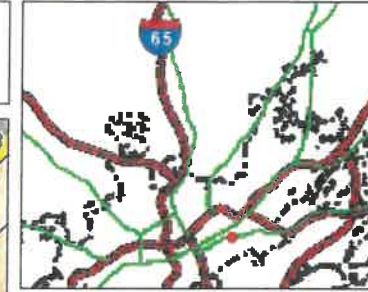


1: 799

133.2 0 66.59 133.2 Feet

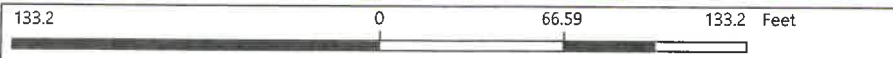
The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Legend

- Centerline Labels
- + Railroad
- Alleys
- Local Roads
- Arterials
- County Highways
- State Highways
- US Highways
- Interstates
 - Limited Access
 - Ramp
- Buildings
- Hydrology Lines
- Hydrology Areas
- Parcels
- City Parks
- Airport
- Adopted LandUse Plan
 - Residential-Low
 - Residential-Medium
 - Residential-High
 - Neighborhood Commercial
 - General Commercial
 - MXU-Low
 - MXU-Medium
 - MXU-High



The City of Birmingham makes no warranty, expressed or implied, as to the accuracy of the information represented herein. This map is a user generated static output from an internet mapping site and is for general reference only.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

1: 799

Google Maps 525 47th St S



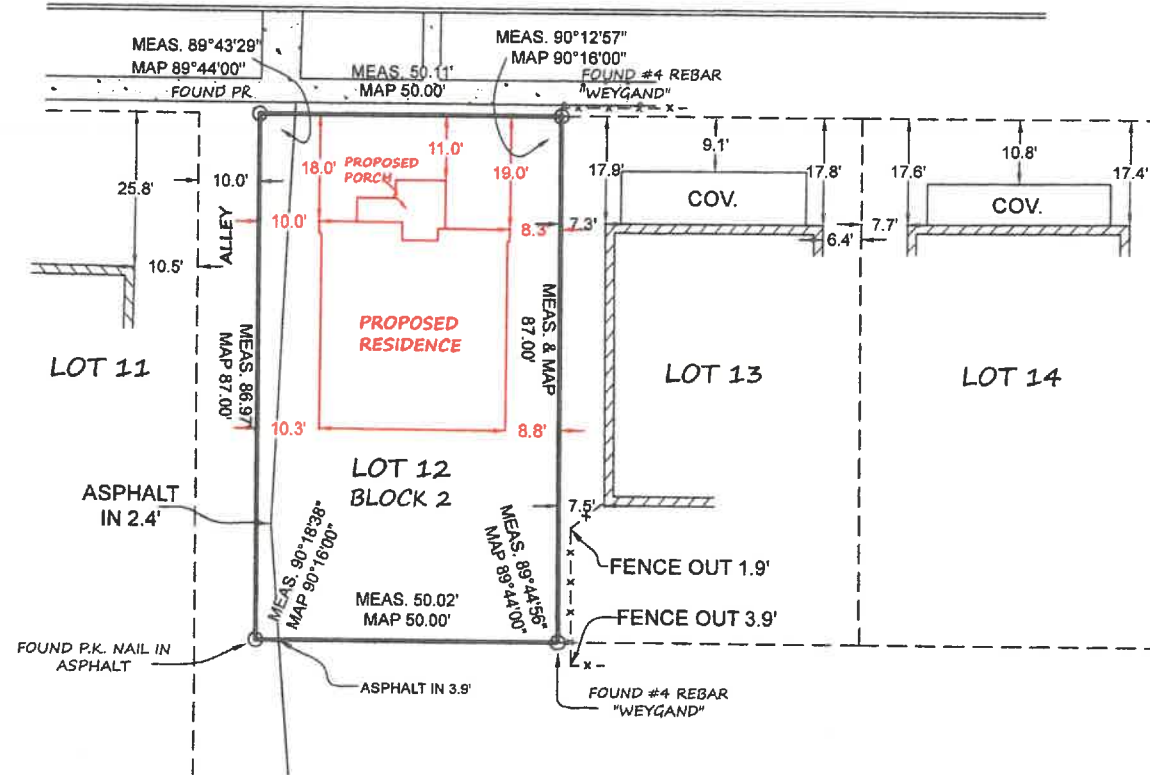
Image capture: Jun 2019 © 2021 Google

LEGEND

- ASP ASPHALT
- BLDG BUILDING
- CALC CALCULATED
- MEAS MEASURED
- CH CHORD
- LNG LONG CHORD
- d DEFLECTION
- Δ DELTA
- ESMT EASEMENT
- HW HEADWALL
- MIN MINIMUM
- MH MANHOLE
- OH OVERHANG
- POR PORCH
- R RADIUS
- R.O.W. RIGHT OF WAY
- SAN SANITARY
- STM STORM
- UTIL UTILITY
- AC ACRES
- S.F. SQUARE FEET
- CL CENTERLINE
- A/C AIR CONDITIONER
- POLE
- ANCHOR
- FENCE
- X- OVERHEAD UTILITY WIRE
- PAV PAVEMENT
- W/ WITH
- TAN TANGENT
- RES RESIDENCE
- o LGT LIGHT
- COV COVERED
- DECK
- CONCRETE
- WALL
- COLUMN



47TH STREET SOUTH
(65' R.O.W.)



STATE OF ALABAMA
JEFFERSON COUNTY

"PLOT PLAN"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 12, Block 2, Vestal Heights, as recorded in Map Volume 8, Page 57, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief, according to my survey of February 4, 2021. Survey invalid if not sealed in red.

Order No.: 20210207
Purchaser:
Address: 525 47th Street South

Ray Weygand
Ray Weygand, Reg. L.S. #24973
168 Oxmoor Road, Homewood, AL 35209
Phone: (205) 942-0088 Fax: (205) 942-0087
Copyright ©



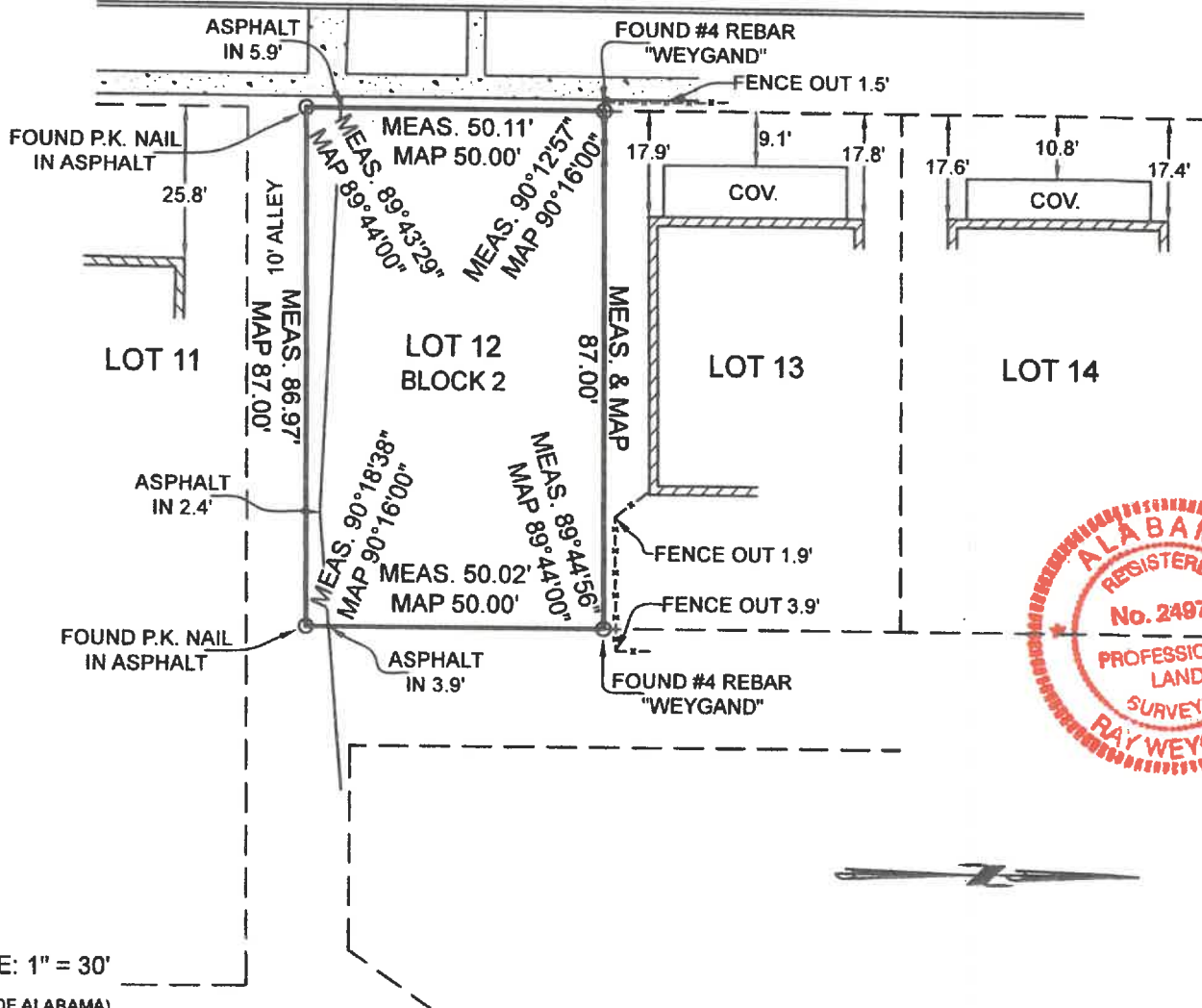
Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.

LEGEND

ASPHALT	ASPHALT	HW	HEADWALL	oLGT	LIGHT	ANCHOR
BND 9'	BUILDING	MIN	MINIMUM	COV	COVERED	R
CALC	CALCULATED	MH	MANHOLE		DECK	R.O.W.
MEAS	MEASURED	OH	OVERHANG		CONCRETE	SAN
CH	CHORD		POWER LINE		WALL	STM
LNG	LONG CHORD	PVMT	PAVEMENT		AC	UTIL
d	DEFLECTION	W/	WITH	-X-	FENCE	ACRES
Δ	DELTA	TAN	TANGENT	POR	PORCH	S.F.
ESMT	EASEMENT	RES	RESIDENCE			€
						CENTERLINE

47TH STREET SOUTH

(65' R.O.W.)



SCALE: 1" = 30'

STATE OF ALABAMA) JEFFERSON COUNTY)

"Property Boundary Survey"

I, Ray Weygand, a Registered Land Surveyor, hereby certify to the purchaser of this property at this time, that I have surveyed Lot 12, Block 2, Vestal Heights, as recorded in Map Volume 6, Page 57, in the Office of the Judge of Probate, Jefferson County, Alabama. I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief; according to my survey of February 4, 2021. Survey invalid if not sealed in red.

Order No.: 20210207
 Purchaser:
 Address: 525 47th Street South

Ray Weygand, Reg. L.S. #24973
 169 Oxmoor Road Homewood, AL 35209
 Phone: (205) 942-0086 Fax: (205) 942-0087
 Copyright ©



Note: (a) No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. (b) All bearings and/or angles, are deed/record map and actual unless otherwise noted. (c) Underground portions of foundations, footings, and/or other underground structures, utilities, cemeteries or burial sites were not located unless otherwise noted. (d) The shown north arrow is based on deed/record map. (e) This survey is not transferable. (f) Easements not shown on recorded map are not shown above.