

## **Notice of Public Hearing of the Amherst County Planning Commission**

The Amherst County Planning Commission will conduct a public hearing during its regular meeting on Thursday, April 19, 2018 at 7:00 P.M., or as soon thereafter as may be heard, in the Amherst County Administration Building, 153 Washington Street, Amherst, Virginia, 24521, to consider the following request(s):

### **SPECIAL EXCEPTION REQUEST NO. 2018-065**

Request by Shekinah Farm, LLC for a special exception request in the A-1 Agricultural Residential District. The purpose of the special exception is to allow a private aviation facility. The applicant wishes to allow medevac and law enforcement helicopters to safety land near their home. The property is located at 1551 Wares Gap Road and is further identified as tax map number 78-A-13.

### **SPECIAL EXCEPTION REQUEST NO. 2018-094**

Request by Shenandoah Mobile, LLC for a special exception request in the A-1 Agricultural Residential District. The purpose of the special exception is to allow a personal wireless service facility to be constructed. The applicant wishes to construct and operate a 195-foot steel monopole telecommunications tower, with a 4' lightning rod extending to 199 feet, on a 49-acre parcel of land located on the south side of Richmond Highway (Route 60). The property is further identified as tax map number 112-A-44.

The proposed packet is available for review Monday through Friday from 8:30 A.M. to 5:00 P.M. in the Office of the County Administrator at the above address.

Accommodations for disabled persons may be made with the Office of the County Administrator by calling 434-946-9400 or at least five (5) days prior to the hearing date.

Jeremy S. Bryant  
Director of Planning and Zoning

March 23, 2018

Mr. Jeremy Bryant  
Director of Planning and Zoning  
Amherst County Department of Planning and Zoning  
153 Washington Street  
Amherst, VA 24521

RE: Special Exception Permit (SEP) Application for Personal Wireless Service Facility  
Property ID: 112-A-44  
Address: South Side of Richmond Highway (Route 60)  
Applicant: Shenandoah Mobile, LLC ("Shentel")  
Shentel Site Name: 67025 Industrial Park

Dear Mr. Bryant:

It was determined after the pre-application meeting we had with staff on Wednesday, February 7, 2018 that a special exception permit would be required to construct and operate a personal wireless service facility. On behalf of Shenandoah Mobile, LLC ("Shentel" or the "Applicant") (successor in interest to Virginia PCS Alliance, L.C. d/b/a "NTELOS"), please accept the enclosed special use permit application to construct and operate a 195-foot steel monopole telecommunications tower, with a 4' lightning rod extending to 199 feet, on a 49 acre parcel located on the south side of Richmond Highway (Route 60) near the intersection of Richmond Highway and Pendleton Drive ("Property").

In accordance with Section 919.00. - Personal Wireless Service Facilities of the Amherst County Zoning Ordinance, I have enclosed the following:

- Application for Special Exception;
- Applicant Narrative;
- Authorization to Submit Land Use Applications Letter (signed by the Property Owner);
- Authorization Letter (signed by Shentel);
- Propagation Maps;
- Photo Simulations;
- Site Photographs;
- Co-Location Policy;
- Lease Agreement;
- Inventory of Existing Sites;
- Twelve (12) Copy of the Plan (11"x17");
- Fee for SEP (\$300.00, Check No. 380463).

Thank you in advance for your consideration and please do not hesitate to contact me at (804) 475-8144 or [rfletcher@nbcllc.com](mailto:rfletcher@nbcllc.com) to further discuss any of the application materials. Thank you.

Sincerely,



Ryan Fletcher  
Zoning Manager  
(On Behalf of Shentel)

Enclosures

cc: Deborah Balser, Shentel  
Shana Sutton, NB+C, LLC  
H. Karina Fournier, NB+C, LLC

# Application for SEP





APPLICATION FOR A ZONING PERMIT /  
SPECIAL EXCEPTION  
Amherst County, Virginia

The undersigned applicant wishes to petition Amherst County for an amendment, supplement, or change in the district boundaries or zoning classification on the Official Zoning Map. Please refer to Section 1004 of the zoning ordinance regarding changes to the Official Zoning Map. Please call the Department of Planning and Zoning at 434-946-9303 if you have any questions regarding the County zoning map or zoning ordinance.

Applicant / Property Owner Information

Shenandoah Mobile, LLC ("Shantel") C/o Ryan Fletcher, NBTC, LLC (Agent-Shantel)  
Applicant Name

4435 Waterfront Drive, Suite 100 Glen Allen, VA 23060  
Applicant Address City/Town State Zip Code

804-475-8144 N/A rfletcher@nbtc.com  
Applicant phone number Applicant fax number Applicant E-Mail

You are the ( ) property owner; ☒ agent for the property owner.

If you are the agent for the property owner, do you have consent of the owner attached? Please circle one: Yes/No

Alfred Jenkins  
Property Owner Name

7308 Harcourt Crossing Fort Mill, SC 29707  
Property Owner Mailing Address City/Town State Zip Code

937-409-3705 N/A hyflyer47@gmail.com  
Property owner telephone number Property owner fax number Property owner E-Mail

Richmond Highway (Route 60) 112-A-44  
Location of Property Street Address Tax parcel ID number

Property is currently vacant and consists of mostly of mature wooded area with a small open area along Richmond Highway  
General Description of Property

Vacant - Agricultural, Wooded  
Current Use(s) of Property

Proposed Use(s) of Property

Personal Wireless Service Facility

Total Acreage: 49

Check all categories that apply for the parcels requesting to be heard for special exception: N/A for proposed use

Public water \_\_\_\_\_ Private wells \_\_\_\_\_  
Public sewer \_\_\_\_\_ On-site septic systems \_\_\_\_\_ Mass drainfield(s) \_\_\_\_\_

Comprehensive Plan Land Use Designation: Agriculture

Current Zoning:  
(please circle one)

P-1 A-1 R-1 R-2 R-3 V-1 B-2 M-1 FH Other \_\_\_\_\_

Requested Special Exception Code Section: 702.03(19)

VDOT Review: Will the proposed development require Chapter 527 review? YES (NO)

Petitioner Comments (Continue on separate sheets if necessary.)

How will the proposed special exception affect adjacent property? <sup>parcel</sup>  
The proposal has been sited on the subject in a manner  
as to minimize the affects (negative) on adjacent properties. The existing  
wooded areas surrounding the proposed site will work to minimize the  
visual affects on adjacent parcels. The site is 195' from Rt. 60 and 545' from the  
How will the proposed special exception affect the character of the district(s) surrounding the <sup>next closest property line.</sup>  
property?  
The proposed personal wireless service facility will have minimal  
impacts on the character of the Agricultural Residential District, A-1. It will  
serve to expand and improve wireless carriers service in the surrounding areas

How is the use in harmony with the purpose and intent of the Zoning Ordinance?

The personal wireless service facility will support the development  
of modern communications infrastructure in areas that will  
benefit those living and working in Amherst County.

How is the use in harmony with the uses permitted by right in the district?

As per Section 702 Agricultural Residential District, A-1

The uses permitted by right in this district will be better served by the increased service provided to this area.

How will the use promote the public health, safety, and general welfare of the community?

The proposal will provide the infrastructure needed for Shentel, as well as multiple wireless carriers, to expand and improve their networks in this area of Amherst County. It will provide reliable wireless service for emergency personnel operating in the area, provide citizens the opportunity to work and shop from home and allow students the ability to study online and utilize the latest online educational opportunities at home.

Has the Planning Commission and/or Board of Supervisors heard a request for special exception of this property within twelve (12) months of the date of this application? Yes/No No

#### Proffers and Conditions

List any conditions or proffers currently associated with this property.

N/A

#### Expiration

Any zoning permit shall automatically expire twelve (12) months from the date of issuance if the persons, firm, or corporation to which the permit was issued has not clearly demonstrated that the permit is being exercised for the purpose for which it was issued, or if the work so authorized is suspended or discontinued for a period of twelve (12) months.

#### Application fee and other requirements

A \$300.00 application fee must be paid to the County of Amherst upon submission of this application for the cost of advertising and for expenses of notifying the adjacent property owners and incidental to reviewing, publishing, and processing the application.

A survey plat of the property by a certified land surveyor must accompany this application. The scale must be 1"=100'.

#### Zoning Permit

Has a zoning permit been filled out and attached with this application? Yes \_\_\_ No ✓

#### Signatures

The undersigned Applicant hereby affirms that all information contained herein is accurate to the best of his/her knowledge and confirms that he/she has read the Application and its Instructions and has paid all fees currently due and is aware of costs which may be assessed to Applicant related to this Application process. The undersigned Applicant (and Landowner, if applicable) also authorizes entry onto the subject property by the Zoning Administrator, Planning Director and/or Board of Zoning Appeals and/or Board of Supervisors during the normal discharge of their duties regarding the above Applicant.

[Signature] 3/21/2018  
Property Owner Signature Date

[Signature] 3/21/18  
Property Owner Signature Date

 3/23/18  
Agent Signature Date

\_\_\_\_\_  
Agent Signature Date

\*\*\*\*\*DO NOT WRITE BELOW THIS LINE - OFFICE USE ONLY\*\*\*\*\*

For use by the County of Amherst Department of Planning and Zoning

Case No. \_\_\_\_\_

Actions Taken:

\_\_\_\_\_  
County Official Receiving Application

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Hearing fee received by

\_\_\_\_\_  
Date

\_\_\_\_\_  
Application returned for correction/additional information

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amended application received by

\_\_\_\_\_  
Date

\_\_\_\_\_  
Public Hearing advertised in

\_\_\_\_\_  
Date(s)

\_\_\_\_\_  
Adjacent property owner(s) notified by mail

\_\_\_\_\_  
Date

\_\_\_\_\_  
Action by Planning Commission

\_\_\_\_\_  
Date

\_\_\_\_\_  
Action by Board of Supervisors

\_\_\_\_\_  
Date

# Applicant Narrative



**Applicant Narrative**  
**Shentel Site Name: Industrial Park (67025)**

**Proposal:**

Shenandoah Mobile, LLC (t/a "Shentel") (the "Applicant") requests a Special Exception Permit in order to construct and operate a 195-foot steel monopole telecommunications tower (personal wireless service facility), with a 4' lightning rod, on a 49 acre parcel located on the south side of Richmond Highway (Route 60) near the intersection of Richmond Highway and Pendleton Drive, and identified as Parcel ID: 112-A-44 ("Property"). Shentel is licensed by the Federal Communications Commission to provide wireless communications services throughout Amherst County ("County"). As is indicated on the enclosed propagation maps submitted with this application, which depict the coverage objective of the proposed tower, Shentel currently has a gap in coverage between three existing sites: R168SH620, R168SH658, and WA67SH026. The enclosed propagation maps also depict Shentel's network of existing antenna sites in this portion of the County. This network of sites is largely based on the use of existing towers and tall structures built by Shentel, other carriers and tower companies.

The Applicant is proposing to locate the tower and associated ground equipment within a 50' x 50' fenced compound (100' x 100' lease area). The fenced compound will be located within an existing wooded area where the ground equipment and base of the tower will be surrounded and screened by existing trees. The proposed tower will have an overall height of 199 feet (195-foot steel monopole telecommunications tower with a 4' lightning rod). The tower will be made of galvanized steel and it will accommodate at least six users (Shentel and 5 others). The facility will be unmanned and will be visited approximately once a month by technicians. The facility will not emit any odor, fumes or glare. The noises emitted from the equipment on the ground will not be any louder than normal residential HVAC equipment. Therefore, the impact on surrounding properties resulting from this passive use will be minimal.

**Purpose of Tower**

Shentel is in the process of enhancing the coverage and capacity of its wireless telecommunications network in Amherst County by constructing new towers in areas where its coverage is lacking and co-location opportunities do not exist.

The proposed tower will achieve the following:

- Improve Shentel's existing network by providing seamless coverage in the area;
- Support the latest wireless technologies (voice and data);
- Provide coverage to the following:
  - Those living in nearby residences;
  - Those traveling on nearby roads (i.e. Richmond Highway, Pendleton Drive, Pierce's Mill Road);
  - Provide Multiple co-location positions for other wireless carriers to expand their networks;
  - Emergency personnel operating in the area.



## Zoning Ordinance Requirements

The subject Property is zoned Agricultural Residential District, A-1. In accordance with Section 702.03(19) of the Amherst County Zoning Ordinance, personal wireless service facilities as provided in Section 919 are permitted in the Agricultural Residential District A-1 subject to an approved special exception permit (SEP). Section 919.00. - Personal Wireless Service Facilities. The applicable requirements in this section are as follows:

### Section 919.00. - Personal Wireless Service Facilities

*Section 919.04 Requirements applicable to developments involving new construction, replacement, and mitigation.* The following standards shall apply to developments involving new construction of antenna support facilities, and facilities proposed for mitigation or replacement.

#### A. Facility Sites.

1. A personal wireless service facility shall not be sited in avoidance areas if feasible alternative sites are available. Applications proposing to site a personal wireless service facility in an avoidance area shall comply with the requirements of subsection 919.07(D) in order to demonstrate that the proposed facility's coverage or capacity potential can be achieved only by location in such area.

**The proposed personal wireless service facility is not sited in an avoidance area.**

2. Personal wireless service facilities shall be sited in Tier One areas, except that facilities involving (i) antennas attached to existing electrical utility or radio towers or (ii) antennas attached to existing freestanding, nonresidential structures or towers other than existing electrical utility or radio towers may be sited in Tier Two areas.

**The subject parcel is zoned Agricultural Residential District, A-1. The proposed personal wireless facility will be sited in a Tier One area.**

- B. Setbacks. Except as provided for in the National Forest pursuant to Section 804 and for the Route 130 overlay district pursuant to Section 913, a personal wireless service facility shall be set back from all unassociated structures and from all property lines at a distance that is not less than one hundred (100) percent of the height of the tower or support structure. In cases involving multiple lots under common ownership, the zoning administrator or board of supervisors may approve smaller setbacks provided that the structure shall be set back from exterior lot lines at a distance one hundred (100) percent of the height of the tower or support structure.

**The subject property is 49 acres and the 195' tower with a 4' lightning rod will be no closer than 195.8' from the nearest lot line.**

- C. Colocation. Consistent with the county's policy supporting co-location, and provided that there is sufficient space for such antenna arrays above tree height, all antenna support facilities one hundred twenty (120) feet in height shall be engineered and constructed to accommodate no less than three (3) wireless communication antenna arrays. All antenna support facilities between one hundred twenty-one (121) feet and one hundred fifty (150) feet in height shall be engineered and constructed to accommodate no less than five (5) wireless communication antenna arrays. All antenna support facilities taller than

one hundred fifty-one (151) feet in height shall be engineered and constructed to accommodate no fewer than six (6) wireless communication antenna arrays.

**See the enclosed plans, prepared by a registered professional engineer licensed by the State of Virginia, showing that there is enough space on the tower for at least six users, including Shentel the primary user. At the time of building permit submittal, the Applicant will submit a structural analysis showing that the tower will have structural capacity for at least six users, including the primary user.**

D. Design standards.

1. Non-wooden towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or FCC, be painted a neutral color. Dish antennas shall be painted a neutral, glare-resistant color and shall not display proprietary logos plainly intended for advertising purposes.

**The tower will have a galvanized steel finish.**

2. The design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening and landscaping that will blend with the natural setting and surroundings. Such buildings and related structures shall not exceed twelve (12) feet in exterior height as measured from grade.

**The tower and ground equipment will blend with the environment as follows:**

- **The tower will be over 195 feet from Richmond Highway (Route 60) and be over 595 feet from all other property lines;**
- **The tower will have a galvanized steel color, which will match the backdrop of the sky.**
- **The fenced compound and associated ground equipment will be screened by the existing wooded areas.**
- **The proposed equipment cabinets and related structures will not exceed 12 feet in exterior height as measured from grade.**

3. Antenna support facilities shall not be artificially lighted except as required by FCC and FAA regulations.

**The FAA requirements determined that marking and lighting is not required for this structure.**

4. Facility sites shall be landscaped with a buffer of plant materials that effectively screens the view of the equipment compound from adjacent property, including public roads, except that the zoning administrator or board of supervisors may establish different requirements based on unique site characteristics. The standard buffer shall consist of a landscaped strip compliant with the applicable landscaping provisions in Appendix A of the County Code surrounding the fenced-in area of the personal wireless service facility.

**The existing wooded area surrounding this site will not be removed except as authorized to permit construction of the tower and installation of utilities and access for vehicles. The**

**existing wooded area surrounding the site will provide more than adequate screening of the 50' by 50' fenced compound area from adjacent properties and public roads. Please see the enclosed site photographs.**

5. All equipment compounds shall be enclosed with a fence.

**The 50' by 50' equipment compound will be enclosed with a seven (7) foot chain link security fence. See Sheet C-2 of the enclosed plans for the detail.**

6. Commercial messages shall not be displayed on any tower or support structure. Noncommercial signage on a tower or support structure, equipment facility, or fence shall be informational, for the purpose of identifying (i) the facility by the FCC ASR registration number, (ii) the party responsible for the operation and maintenance of the facility, and (iii) the need for security or safety mechanisms. Such signage shall be sited no higher than ten (10) feet from ground level.

**There will be no advertising on the tower.**

7. The diameter of a dish or parabolic antenna shall not exceed four (4) feet except where the applicant demonstrates that a diameter larger than four (4) feet is necessary to the function of the facility, a smaller diameter is not feasible or practical, and the structure can support the larger antenna.

**Duly Noted.**

8. Antenna support structures shall be designed to allow for a future reduction of height or the replacement of the antenna support structure with a monopole type facility at such time as the wireless network has developed to the point that such a reduction in height can be justified.

**Duly Noted.**

9. Facilities shall not emit unusual sounds such as alarms, bells, or buzzers. The sound level for emergency generators shall not exceed seventy (70) db at the property limits. Testing by the facility owner shall be undertaken only between 9:00 a.m. and 4:00 p.m. Monday through Friday.

**Duly Noted.**

10. Antenna mounts shall be flush-mounted onto facilities, unless: (i) it is demonstrated through radio frequency propagation analysis that flush-mounted antennas cannot meet the network objectives of the desired coverage area; or (ii) that due to azimuth or other technological considerations, including the need to install multiple technologies at the same height, flush-mounting is not feasible.

**The proposed design for mounting antennas and additional required equipment on the tower will exceed the parameters defined within Section 919.03, under *flush mounted*. The proposed design will allow for adequate vertical separation for Shentel and up to an additional five (5) users as required by Section 919.04(C) above the existing height of the surrounding wooded area. Please see sheet C-2 of the enclosed plans for a detail of the mounting design. Please also see the enclosed propagation maps that reflect the ability of the mounting design to meet the coverage objective of this personal wireless service facility.**

*919.05 Requirements applicable to specific developments.* Additional requirements shall apply to specific types of personal wireless service facilities, as follows:

A. Antenna or antenna element replacement with modifications; colocation; colocation with modifications; combined antennas.

1. New antenna mounts shall be flush-mounted onto facilities unless: (i) it is demonstrated through radio frequency propagation analysis that flush-mounted antennas cannot meet the network objectives of the desired coverage area; or (ii) that due to azimuth or other technological considerations, including the need to install multiple technologies at the same height, flush-mounting is not feasible.

**The proposed design for mounting antennas and additional required equipment on the tower will exceed the parameters defined within Section 919.03, under *flush mounted*. The proposed design will allow for adequate vertical separation for Shentel and up to an additional five (5) users as required by Section 919.04(C) above the existing height of the surrounding wooded area. Please see sheet C-2 of the enclosed plans for a detail of the mounting design. Please also see the enclosed propagation maps that reflect the ability of the mounting design to meet the coverage objective of this personal wireless service facility.**

2. The top of any antenna array on an attached antenna facility shall not extend more than twenty (20) feet above the existing facility. A collocated or combined antenna or antenna array shall not increase the height of an existing facility by more than twenty (20) feet except as authorized in any special exception permit.

**Not Applicable.**

3. If the attached antenna facility is to be located on a nonconforming facility, then the existing permitted nonconforming setback shall prevail.

**Not Applicable.**

4. New equipment cabinets are subject to the zoning setbacks applicable to the subject site.

**All new equipment cabinets will meet the zoning setbacks for the Agricultural Residential District, A-1 found in Section 804.**

B. Replacement of tower or support structure.

1. The height of a replacement tower or support structure shall equal the height of the facility being replaced. If a greater height is proposed, the facility will be evaluated in accordance with the requirements applicable to new construction or mitigation.

**Not Applicable.**

2. So long as there does not exist any dangerous condition caused by the existing setback, a replacement tower or support structure shall not be required to meet the setback standards contained in subsection 919.04(B) if the new facility and its equipment compound are no closer to any property lines or dwelling units than the facility and equipment compound being replaced. If the applicant

proposes to site the replacement facility and its equipment compound closer to any property lines or dwelling units than the existing facility and equipment compound, the setback requirements established in subsection 919.04(B) shall apply.

**Not Applicable.**

**B. Mitigation.**

1. The height of the tower or support structure shall not exceed one hundred twenty (120) percent of the height of the tallest tower or support structure within the personal wireless service facility being mitigated.

**Not Applicable.**

2. If the personal wireless service facility to be mitigated was developed under a special exception permit, the process for approving the mitigation shall proceed through an amendment to the special exception permit.

**Not Applicable.**

3. So long as there does not exist any dangerous condition caused by the existing setback requirements, a mitigation facility shall not be required to meet the setback standards contained in subsection 919.04(B) if the new facility and its equipment compound are not closer to any property lines or dwelling units than the existing facility and equipment compound. If the applicant proposes to site the new facility and its equipment compound closer to any property lines or dwelling units than the existing facility and equipment compound, the setback requirements established in subsection 919.04(B) shall apply.

**Not Applicable.**

4. If the mitigation includes the removal of an existing personal wireless service facility, that facility shall be removed within ninety (90) days of the construction of the new facility.

**Not Applicable.**

*919.06 Application*

**A. Applications for a zoning permit for a personal wireless service facility shall contain the following:**

1. A completed application for a zoning permit and application fee of two hundred fifty dollars (\$250.00).

**Duly Noted.**

2. A written statement by qualified professional identifying the service gaps or service expansions that the proposed facility will address, including maps and calculations demonstrating the need for the proposed facility.

**Please see the enclosed propagation maps identifying the service gaps in coverage between Shentel's three existing sites: RI68SH620, RI68SH658, and WA67SH026.**



3. A scaled plan and a scaled elevation view and other supporting drawings, calculations and other documentation, signed and sealed by qualified professionals, showing the location and dimensions of all improvements, including information regarding topography, radio frequency coverage, tower height requirements, setbacks, drives, parking, fencing, landscaping and adjacent uses.

**Please see enclosed plans.**

4. An inventory of the applicant's existing personal wireless service facilities sited in the county and within one (1) mile of the border thereof, including specific information about the location, height, existing use, and available capacity of each tower and wireless communication antenna array.

**Please see enclosed list of existing Shentel personal wireless service facilities sited in Amherst County and within one (1) mile of the border thereof.**

5. A copy of the applicant's co-location policy.

**Please see the enclosed co-location policy.**

6. A description of how the applicant will comply with FAA requirements or a statement certifying that such requirements will not apply.

**Prior to constructing the tower, the Applicant must obtain all required approvals from the FAA. The tower will meet or exceed current standards and regulations of the FAA.**

7. A written description of how the applicant will enter and exit the site containing the personal wireless service facility for construction and maintenance purposes. The authority for such ingress and egress shall be confirmed by a written agreement if the applicant must cross property owned by another.

**Please see the enclosed plans. The site will be accessed from Richmond Highway (Route 60) by way of a gravel surfaced road located within a 20' access/utility easement.**

8. A copy of any lease of the site containing the personal wireless service facility, or other indicia of site control satisfactory to the zoning administrator.

**Please see enclosed a copy of the standard lease agreement language.**

9. A written statement describing the potential visual and aesthetic impacts of the proposed personal wireless service facility.

**The proposed personal wireless service facility has been sited on the property in a manner to minimize the visual and aesthetic impacts to the surrounding area. The existing wooded area surrounding the equipment compound on the subject parcel will not be removed except as authorized to permit construction of the tower and installation of utilities and access for vehicles. The existing wooded area surrounding the equipment compound will provide more than adequate screening of the equipment and the base of the tower from adjacent properties and public roads. Please see the enclosed site photographs and the photo simulations.**



10. A map showing the geographic service area.

**Please see enclosed the propagation maps identifying the service gaps in this area and highlighting the coverage objective for this site.**

11. Proof that any identified agent has appropriate authorization to act upon the principal's behalf.

**Please see enclosed Authorization to Submit Land Use Applications Letter.**

12. Certification of compliance with any applicable federal and state historic preservation and environmental requirements.

**The applicant has submitted the FAA and NEPA/SHPO documents to the applicable Federal and State agencies and they are currently in review.**

13. Proof of insurance.

**Duly Noted.**

14. Such other information as the zoning administrator may deem necessary.

**Agreed.**

- B. The planning department may share the inventory information described in subdivision 4 of this subsection with other providers seeking to locate personal wireless service facility within the county; provided, however, that the county planning department shall not represent or warrant that such sites are available or suitable.

**Duly noted.**

- C. The zoning administrator shall provide applications proposing facilities to be sited within the Blue Ridge Parkway Viewshed to the Blue Ridge Parkway Land Planner and request comments within thirty (30) days.

**Duly noted.**

- D. The county may require a pre-application conference for any personal wireless service facility.

**A pre-application meeting was held on February 7, 2018 with staff to discuss the personal wireless service facility.**

- E. Consistent with the provisions of subsection 919.02(A)(5), a zoning permit is not required where the applicant replaces one (1) or more elements of an antenna array but makes no other change to the element or to the antenna array as a whole, provided that the facility owner informs the zoning administrator in writing of the element replacement within thirty (30) calendar days of such replacement.

**Duly noted.**

*919.07 Additional application requirements.* The following additional information shall be required to be included in the application depending on the type of facility or location the applicant proposes.

A. New construction of tower or support structure.

1. One (1) original and two (2) copies of a survey of the property completed by a registered professional engineer licensed by the State of Virginia showing all existing uses, facilities, and improvements.

**See enclosed plan sealed and signed by a registered professional engineer licensed by the State of Virginia.**

2. Propagation maps and corresponding data for the intended service. The applicant shall demonstrate that no existing tower or support structure can accommodate the applicant's proposed antenna for one (1) or more of the following reasons:

- a. No existing antenna support facilities or alternative structures are located within the geographic area required to meet applicant's engineering requirements.

**As is the case with all carriers, Shentel first looked for a building or other tall structure within the search ring on which to collocate its antennas. There were no buildings or structures within the search ring that were tall enough to meet the coverage objective. The enclosed propagation maps show that Shentel is currently located at the closest three existing sites identified as: RI68SH620, RI68SH658, and WA67SH026. The proposed tower will bridge the coverage gap between these existing sites by connecting the propagation rings, which will provide seamless coverage along Richmond Highway (Route 60).**

- b. Existing antenna support facilities or alternative structures are not of sufficient height to meet applicant's engineering requirements.

**There are no existing towers or structures within the needed search ring.**

- c. Existing antenna support facilities or alternative structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.

**There are no existing towers or structures within the needed search ring.**

- d. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing tower or support structure or alternative structure, or the antenna on the existing tower or support structure or alternative structure would cause interference with the applicant's proposed antenna.

**Not applicable.**

- e. There are other limiting factors that render existing antenna support facilities or alternative structures unsuitable. Any such limiting factors shall be identified and described.

**Not applicable.**

2. A stamped or sealed structural analysis of the proposed tower or support structure prepared by a registered professional engineer licensed by the State of Virginia confirming that (i) the proposed and future loading capacity of the tower or support structure is compliant with the applicable standards specified by ANSI/TIA/EIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures" (as amended), and specifying the design structural failure modes of the proposed facility, if applicable, and (ii) the facility and all existing and proposed ancillary structures and equipment facilities meet applicable Virginia Building Code requirements.

**Duly Noted.**

4. The county shall require an applicant for a special exception permit to conduct a balloon test, as follows:
  - a. The applicant shall arrange to raise a balloon of a color or material that provides maximum visibility and is no less than three (3) feet in diameter, at the maximum height of the proposed facility and within fifty (50) horizontal feet of the center of the proposed tower or support structure.

**Duly Noted, a balloon test is scheduled for Monday, April 9<sup>th</sup> with an alternate inclement weather date of Wednesday, April 11<sup>th</sup>.**

- b. The applicant shall inform the following persons in writing of the date and times of the test at least fourteen (14) days in advance: the county zoning administrator, owners of abutting property, elected members of the county board of supervisors, and appointed members of the county planning commission.

**Duly Noted.**

- c. Photographs of the balloon test shall be taken from the nearest residence and from appropriate locations on abutting properties, along each publicly used road from which the balloon is visible, and other properties and locations as deemed appropriate.

**Duly Noted.**

- d. The date, time and location of the balloon test shall be advertised in a locally distributed paper by the applicant at least seven (7) but no more than fourteen (14) days in advance of the test date. The advertisement shall also include an alternate inclement weather date for the balloon test.

**Duly Noted.**

- e. Signage similar to signage advertising a public hearing shall be posted on the property to identify the location on the property where the balloon is to be launched. This signage shall be posted by the applicant a minimum of seventy-two (72) hours prior to the balloon test.

**Duly Noted.**

- f. The balloon shall be flown for at least four (4) consecutive hours during daylight hours on the date chosen.

**Duly Noted.**

- g. The applicant shall record the weather during the balloon test. If the wind during the balloon test is above twenty (20) miles per hour then the balloon test shall be postponed and moved to the alternate inclement weather date provided in the advertisement

**Duly Noted.**

B. Replacement of antenna element with other changes.

1. A written statement setting forth the reasons necessitating replacement.

**Not applicable.**

2. A description of the proposed modifications to the antenna, including a copy of the manufacturer's data sheet.

**Not applicable.**

3. A statement and any necessary supporting information documenting that (i) the replacement antenna(s) have an identical or lower wind and weight profile than the antennas being replaced, (ii) the number of antenna elements will not increase, (iii) there is no significant change in frequency utilization, and (iv) the replacement will not necessitate a new structural analysis.

**Not applicable.**

C. Attached antenna facilities, antenna replacements, and colocation.

1. A written statement setting forth the reasons for the application.

**Not applicable.**

2. A description of the proposed request, including any proposed modifications to antenna element design, type, and number. The description shall include the manufacturer's model number of the existing and proposed antenna elements and shall identify any changes in the number or size of any feed lines from the base of the equipment facility to such antenna elements.

**Not applicable.**

3. A stamped or sealed structural analysis of the proposed tower or support structure prepared by a registered professional engineer licensed by the State of Virginia confirming that (i) the proposed and future loading capacity of the tower or support structure is compliant with ANSI/TIA/EIA-222-G, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures" (as amended), and specifying the design structural failure modes of the proposed facility, if applicable, and (ii) the facility and all existing and proposed ancillary structures and equipment facilities meet applicable Virginia Building Code requirements.

**Not applicable.**

D. Facility sited in avoidance area.

1. Applications proposing to site a personal wireless service facility in an avoidance area shall include a radio frequency propagation plot indicating the coverage of existing antenna support facilities, coverage prediction, and design radius, together with a certification from the applicant's radio frequency engineer that the proposed facility's coverage or capacity potential can be achieved only by location in an avoidance area.

**Not applicable.**

4. Applications proposing an increase in the dimensions of a personal wireless service facility sited in an avoidance areas shall include a radio frequency propagation plot indicating the coverage of existing antenna support facilities, coverage prediction, and design radius, together with a certification from the applicant's radio frequency engineer that the facility's additional coverage or capacity is (i) essential to the effective functioning of the wireless facility, and (ii) can be achieved only through the proposed modifications.

**Not applicable.**

5. Any permits for such applications shall be subject to the special exception process.

**Not applicable.**

# Authorization to Submit Land Use Applications



**AUTHORIZATION TO  
SUBMIT LAND USE APPLICATIONS**

Alfred P. Jenkins is the owner of Amherst County parcel identification number 112-A-44.  
As owner of the property, I hereby authorize Shentel, Shenandoah Mobile, LLC, NB+C  
Engineering Services, Williams Mullen, and its representatives and/or affiliates thereof,  
including but not limited to, Deborah Balser of Shentel, and Ryan Fletcher of NB+C, to  
submit land use applications on my behalf and to serve as agent in such capacity. Such  
land use applications may include site plan applications, special use permit applications,  
building permits and similar applications involving the property referenced above.

WITNESS the following signature:

Property owner name: Alfred P. Jenkins

Property owner signature:

Alfred P Jenkins

Date: 3/22/2018

# Shentel Authorization Letter



September 14, 2016

To Whom It May Concern:

**SHENANDOAH PERSONAL COMMUNICATIONS, LLC** and **SHENANDOAH MOBILE, LLC**, a Virginia limited liability company ("Shentel") has contracted with Network Building & Consulting ("NB+C") to support it in upgrades to its wireless service. NB+C is authorized to represent Shentel, acting as its agent, to our Landlords and to the municipal jurisdictions in which our sites are located.

Should you have any questions about this matter, please feel free to contact Dan Meenan at (540) 941-4362 or [Dan.Meenan@emp.shentel.com](mailto:Dan.Meenan@emp.shentel.com).

Shentel is looking forward to continuing its various business relationships and providing enhanced wireless coverage within its wireless network.

Sincerely yours,

Dan Meenan

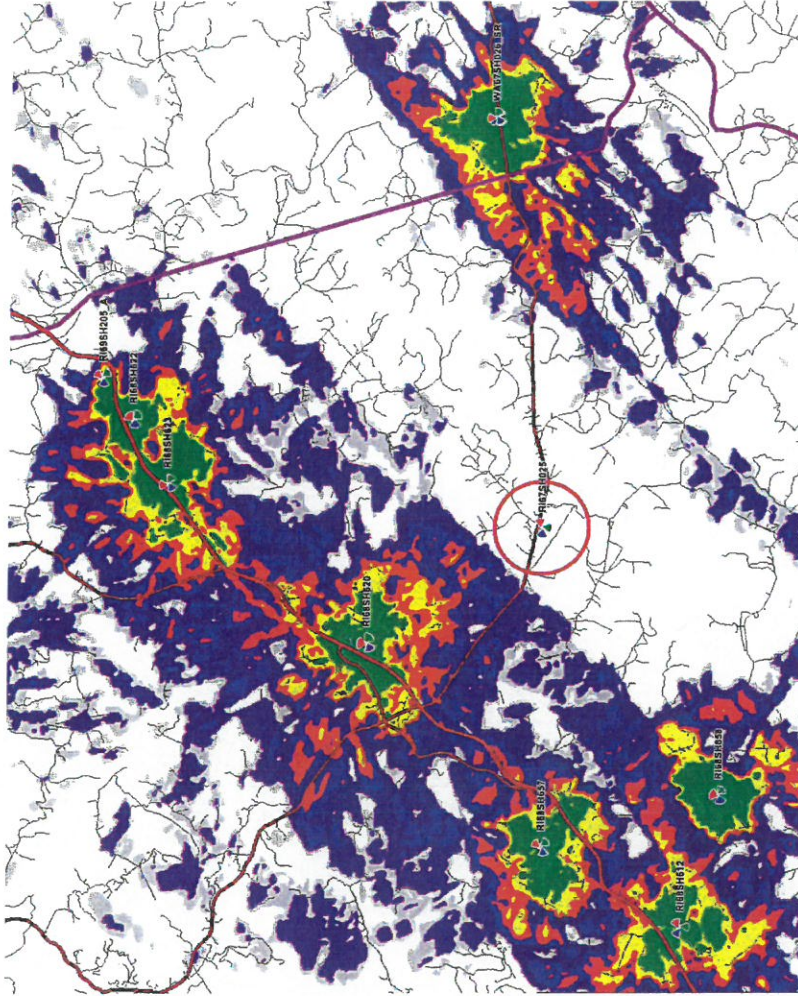
VP – Wireless Network Development

# Propagation Maps

# **Amherst County – Propagation Maps**

Coverage Analysis of Shentel Site 67025 Industrial Park

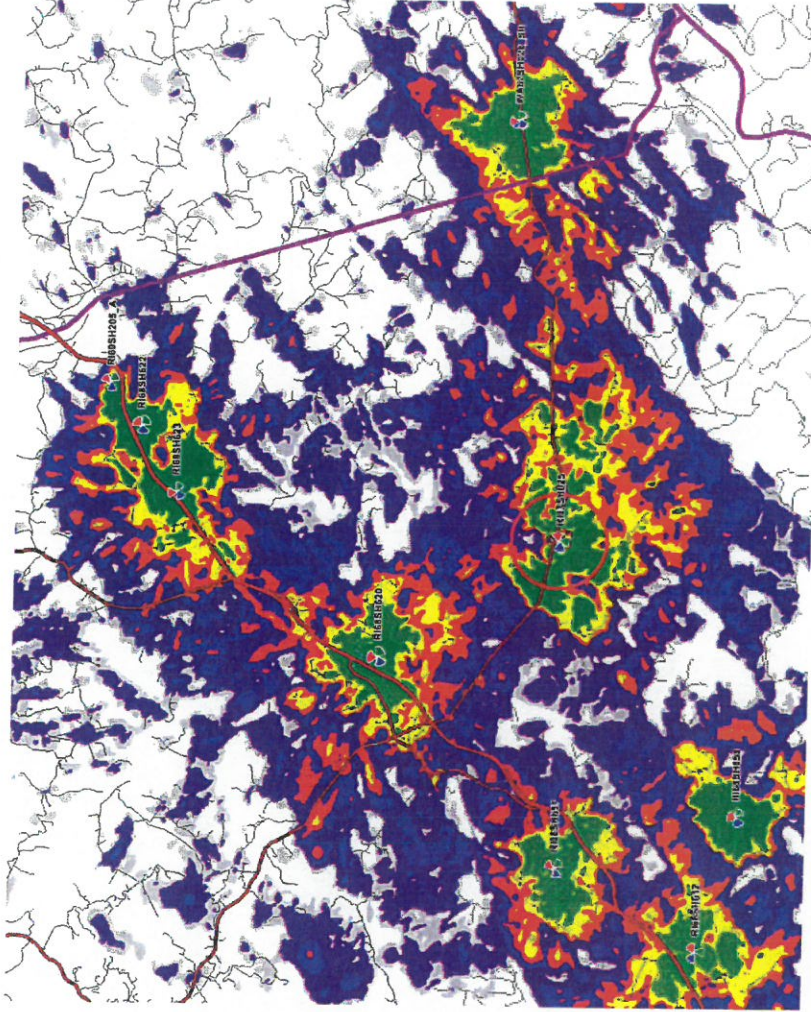
## Amherst County - Coverage without Shentel Site 67025 Industrial Park



The circled area shows a lack of coverage in this area.



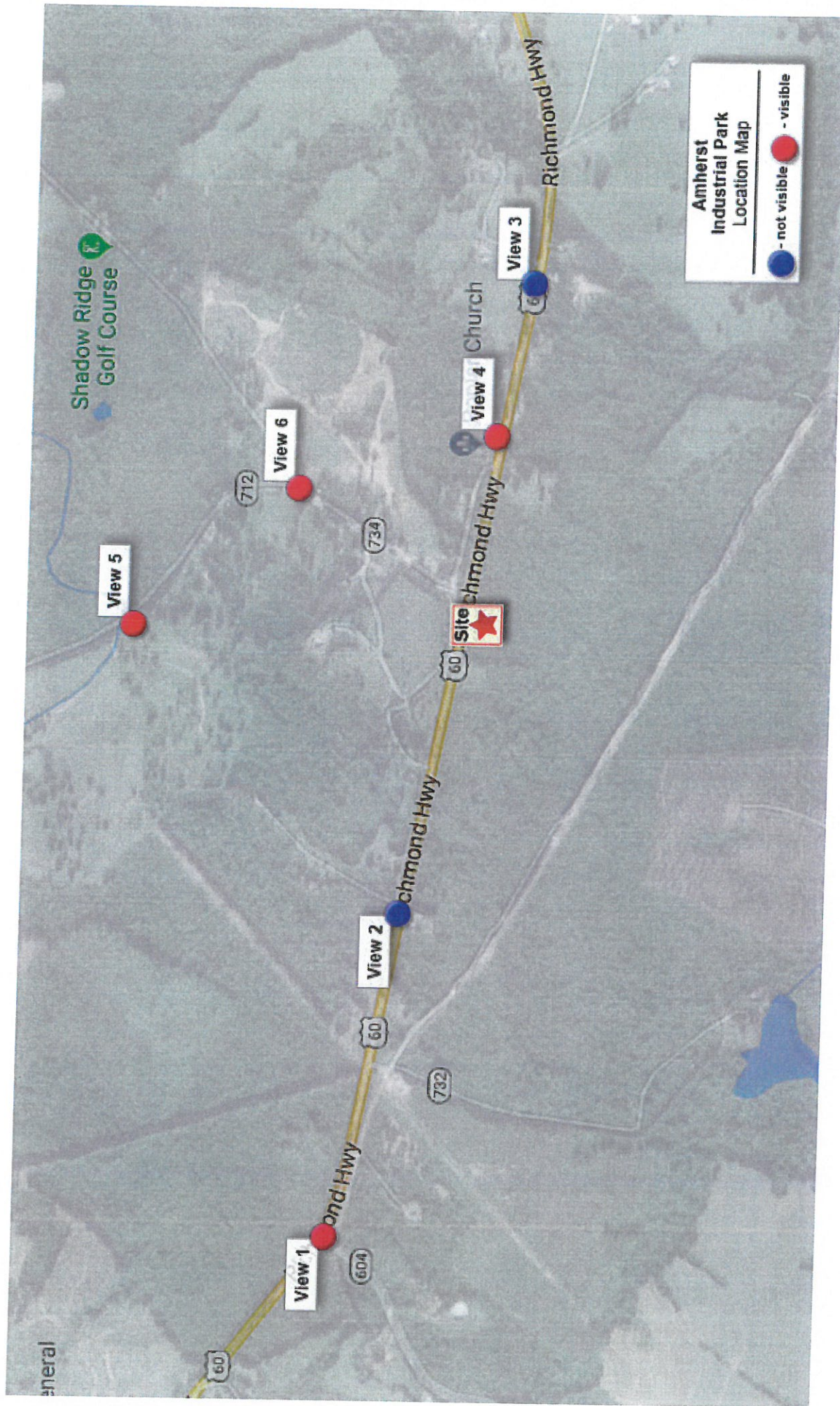
## Amherst County - Coverage with Shentel Site 67025 Industrial Park



With this site the coverage is dramatically improved and customers would now be able to use their device with no issue.

# Photo Simulations









**Site Name:** Amherst Industrial Park  
Wireless Communication Facility  
Richmond Highway  
Amherst, VA 24521

**Photograph Information:**  
View 1 - Richmond Highway  
View from the West  
**Showing the Proposed Site**





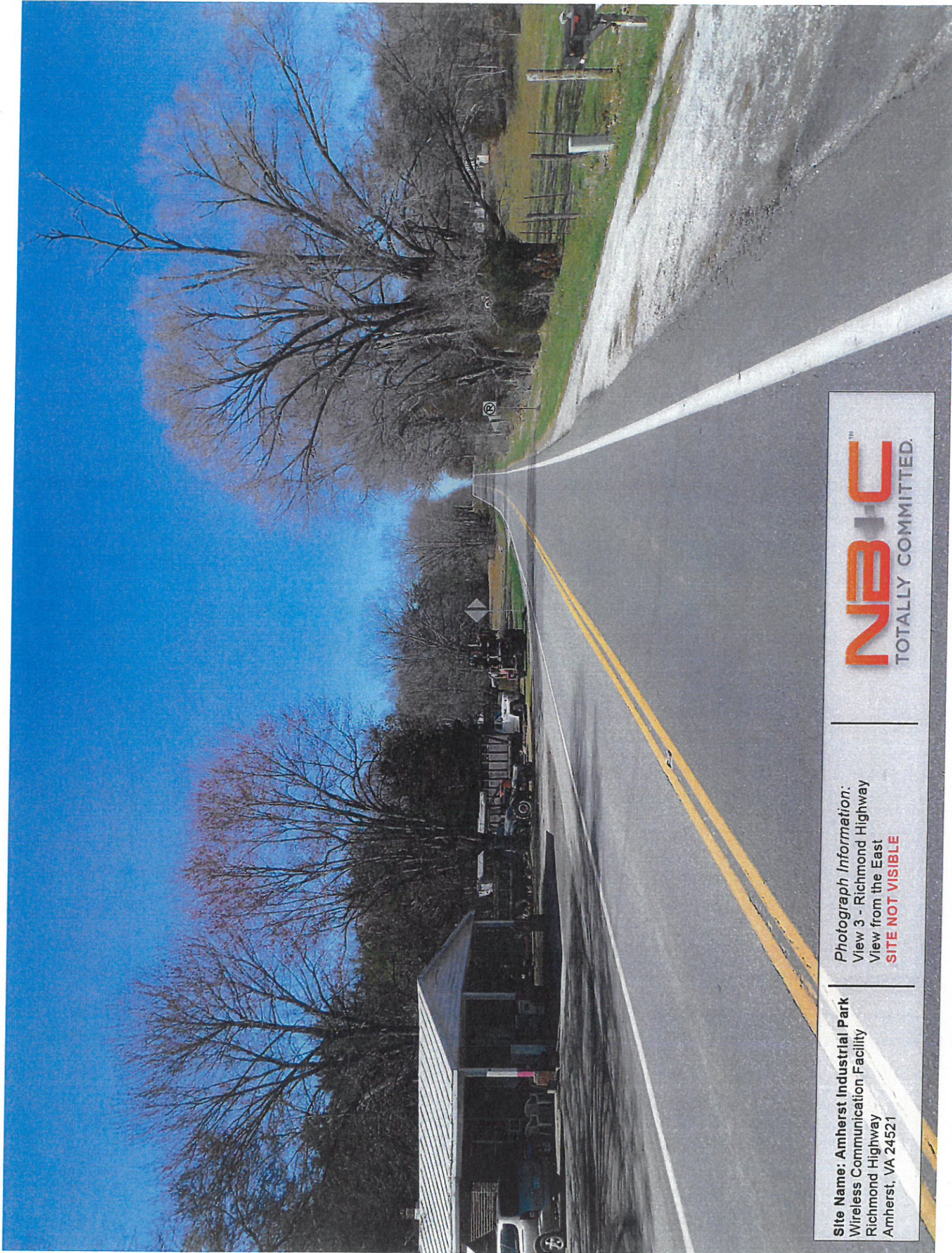


Site Name: Amherst Industrial Park  
Wireless Communication Facility  
Richmond Highway  
Amherst, VA 24521

Photograph Information:  
View 2 - Richmond Highway  
View from the West  
**SITE NOT VISIBLE**

**NBC** **U**  
TOTALLY COMMITTED





**Site Name:** Amherst Industrial Park  
Wireless Communication Facility  
Richmond Highway  
Amherst, VA 24521

**Photograph Information:**  
View 3 - Richmond Highway  
View from the East  
**SITE NOT VISIBLE**

**NBC**  
TOTALLY COMMITTED.





*Photograph Information:*  
View 4 - Richmond Highway  
View from the East  
**Showing the Proposed Site**

**Site Name:** Amherst Industrial Park  
Wireless Communication Facility  
Richmond Highway  
Amherst, VA 24521







**Site Name: Amherst Industrial Park**  
Wireless Communication Facility  
Richmond Highway  
Amherst, VA 24521

**Photograph Information:**  
View 5 - Pendleton Drive  
View from the North  
**Showing the Proposed Site**

**NBC**  
TOTALLY COMMITTED.





**Site Name:** Amherst Industrial Park  
Wireless Communication Facility  
Richmond Highway  
Amherst, VA 24521

**Photograph Information:**  
View 6 - Pendleton Drive &  
Pierce's Mill Road  
View from the Northeast  
**Showing the Proposed Site**

**NBCU**  
TOTALLY COMMITTED.



# Site Photographs



## **SHENTEL – 67025 Industrial Park**

Existing wooded areas surrounding the site will provide adequate screening of the equipment compound from adjacent properties and public roads



Approximate location of proposed gravel access drive from Richmond Highway (Route 60) to the site



## **SHENTEL – 67025 Industrial Park**

**Existing wooded areas surrounding the site will provide adequate screening of the equipment compound from adjacent properties and public roads**



**Approximate direction of tower located within the existing wooded area. Photo taken near Richmond Highway (Rt. 60) facing southeast towards the site.**

# Co-Location Policy

SHENANDOAH MOBILE, LLC

Co-Location Policy

For

Tower Site Locations

It is the ongoing policy and objective of Shenandoah Mobile LLC ("Shentel") to lease its facilities to other wireless service providers. All of Shentel's towers have been engineered to accommodate additional service providers, and all towers meet existing construction specifications established by the American National Standards Institute.

Shentel is committed to the concept of co-location to avoid the unnecessary proliferation of towers in its service areas and seeks to co-locate on other facilities if at all possible. By offering its facilities to other service providers, Shentel offers technically up-to-date communications to the residents of our rural area while preserving the natural beauty of the area to the maximum extent possible.

Availability of space for co-location will depend on:

1. Size of installation, including the type and number of antennas to be installed, mounting height availability on the structure, and ground space required.
2. The absence of any negative impact on Shentel's special or conditional use permits, zoning, land use, lease or rights of way obligations.
3. Rental rates negotiated with each co-locating entity and will reflect market conditions, other business relationships, availability of space, Shentel's space requirements, and our commitment to and preference for co-location.

Dated: April 8, 1998  
Revised: August 30, 2017

SHENANDOAH MOBILE, LLC



By: \_\_\_\_\_  
Leonard L. Greisz,  
Manager – Leasing

# Standard Lease Agreement Language



## SITE AGREEMENT

**THIS SITE AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, between \_\_\_\_\_ ("OWNER"), and **SHENANDOAH MOBILE, LLC**, a Virginia limited liability company ("SHENTEL").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Premises and Use.

A. OWNER, as the owner of real property as described in Exhibit A ("Property"), leases to SHENTEL land consisting of approximately \_\_\_\_\_ square feet upon which SHENTEL will construct its antenna structure ("Tower"), building, utilities, cable and conduit, communications equipment and antennas (collectively, the "Site") in the location(s) shown on Exhibit A, together with a non-exclusive easement(s) for unrestricted ingress and egress on foot or motor vehicle and utilities over, under, or along the easement extending from the nearest public right-of-way to the Site. SHENTEL will use the Site in a manner which will not unreasonably disturb the occupancy of OWNER or other tenants. SHENTEL shall have unencumbered access to the Site 24 hours per day, 7 days per week. The Site may be used by SHENTEL (its sublessees and/or Licensees) for (i) installing, removing, replacing, modifying, maintaining and operating communications systems including, without limitation, personal communications service, cellular, paging, radio, CATV, microwave and communications facilities which may include, without limitation, antenna arrays, dishes, fiber optic facilities, cables, wires, equipment shelters and buildings, electronics equipment, generators, fuel tanks, accessories, related fixtures and fencing (collectively, the "Telecommunications Facilities") and, if the Site includes real property, communications towers and (ii) such other uses as permitted by law. Further, SHENTEL (its sublessees and/or licensees) shall have the right to conduct Feasibility Tests on the Site and OWNER's Property to determine the suitability of the Site for SHENTEL's (its sublessees' and/or licensees') intended operations.

B. OWNER acknowledges that SHENTEL has leased the Site to construct thereon a Tower, which may be up to \_\_\_\_\_ feet in height, as part of its Site and Telecommunications Facilities. OWNER covenants and agrees that no part of the improvements installed, constructed, erected or placed by SHENTEL on the Site will be or become, or be considered as being, affixed to or a part of OWNER's real property of which the Site is a part ("OWNER's Property"). Any provisions and principles of law to the contrary notwithstanding, it is the specific intention of OWNER and SHENTEL that all of such improvements, including without limitation, the Tower, will be and remain the property of SHENTEL despite any default or termination of this Agreement and may be removed by SHENTEL at any time in SHENTEL's discretion provided that SHENTEL, at its expense, restores the Site, as near as practicable, to its condition prior to such improvements save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads, foundations, footings and guy anchors installed, items constructed or changed by any person(s) or entity(ies) other than SHENTEL, normal wear and tear, and actions beyond SHENTEL's control.

C. SHENTEL may install and maintain a fence around the Site and/or the Tower or other parts of the Telecommunications Facilities as SHENTEL determines is reasonable for proper and efficient operation and protection. SHENTEL also may improve the Site by grading, graveling or paving as SHENTEL determines is reasonable for the proper and efficient construction of the Tower and Telecommunications Facilities.

**2. Term.** The initial term of this Agreement is five (5) years (the "Initial Term"), commencing on the first day of the month following the date both SHENTEL and OWNER have executed this Agreement ("Commencement Date"). This Agreement will be automatically renewed for nine (9) additional terms (each a "Renewal Term") of five (5) years each, unless SHENTEL provides OWNER notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any Renewal Term. Upon the Commencement Date, SHENTEL shall have access to the Property to perform such tests and studies as SHENTEL may deem necessary to determine the suitability of the Site for SHENTEL's intended operations. OWNER shall reasonably cooperate with such tests and studies, provided SHENTEL does not unreasonably interfere with the operation of the Property.

**3. Rent.** Until the date, which is 60 days after the issuance of a building permit, rent will be a one-time aggregate payment of \$100.00, the receipt of which OWNER hereby acknowledges. Thereafter, rent will be paid in equal monthly installments of \$ \_\_\_\_\_ (until increased as set forth herein) on the first day of each month, partial months to be prorated, in advance. Rent shall increase upon

Site Name:

Site I.D.

the commencement of each Renewal Term by the annual rent in effect for the final year of the Initial Term or prior Renewal Term, increased by ten percent (10%).

**4. Title and Quiet Possession.** OWNER represents and agrees (i) that it is the fee owner of the Site; (ii) that it has the right to enter into this Agreement; (iii) that the person signing this Agreement has the authority to sign; (iv) that SHENTEL is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SHENTEL is not in default beyond the expiration of any cure period; (v) that OWNER shall not have unsupervised access to the Site or to the Telecommunications Facilities; (vi) that the Site is free and clear of any restrictive covenants, restrictions, liens or mortgages (other than mortgages for which a non-disturbance agreement has been executed), which would interfere with SHENTEL's rights to or use of the Site; and (vii) that the execution and performance of the Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the OWNER.

#### **5. Assignment.**

A. SHENTEL shall have the right, with written notice to OWNER, but without OWNER's consent, to assign its rights hereunder to SHENTEL's affiliates, subsidiaries or to any entity which acquires all or substantially all of SHENTEL's assets by reason of a merger, acquisition or other business reorganization. As to any other assignment, SHENTEL shall have the right to assign its rights under this Agreement with notice to OWNER, but without OWNER's consent, provided that any assignee to this Agreement agrees to assume all of SHENTEL's obligations to be performed hereunder. The parties agree that a pledge of, or grant of a security interest in this Agreement to any lender(s) of SHENTEL or its affiliates, or by OWNER, for the purpose of securing indebtedness, shall not require the consent of the other party and is hereby authorized. Notwithstanding the foregoing provision, SHENTEL warrants and represents that OWNER will have no liability or obligations with respect to any indebtedness or loans of SHENTEL.

B. Should OWNER, at any time during the term of this Agreement, sell all or any part of the Property of which SHENTEL's Site is a part, such sale shall be subject to this Agreement.

C. If at any time after the execution of this Agreement, OWNER receives, and seriously considers accepting a bona fide written offer from a third party seeking to obtain an easement, which easement includes the Site, for any purpose, or an assignment of this Agreement, or rights to the rental stream thereunder ("Offer"), OWNER shall immediately furnish SHENTEL with a copy of the Offer. SHENTEL shall have the right, within thirty (30) days after it receives a copy of the Offer, to match the terms thereof ("Counteroffer"), with such Counteroffer to be in a form substantially similar to the Offer. If SHENTEL chooses not to exercise this right of first refusal or fails to provide a written Counteroffer to OWNER within the thirty (30) days period, OWNER may grant the aforesaid easement or assign the Agreement, including the rental streams, on the same terms and conditions offered to SHENTEL, subject to the terms of this Agreement. If OWNER attempts to assign this Agreement or the ownership of the rental stream, or grants an easement to a third party without fully complying with the terms and conditions herein, such a transfer shall be void and of no further force and effect. OWNER agrees to indemnify SHENTEL for any and all claims associated with such a transfer.

D. The transfer of the ownership of the entire Property by OWNER to another party through a bona fide sale, the devise of the Property pursuant to any Last Will and Testament; or the passage of title through any survivorship provisions set forth in the chain of title to the Property shall not be defined as a transfer to a third party pursuant to this Section.

**6. Subleasing.** SHENTEL shall have the right to sublease its rights under this Agreement without (i) notice to, or (ii) consent of OWNER. SHENTEL shall, however, incorporate the terms of this Agreement in any sublease documentation with tenants, and all tenants shall abide by and be subject to the applicable terms and conditions hereof.

**7. Notices.** Any notice or demand permitted or required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable national overnight courier (such as UPS, Fed-Ex) to the address of the respective parties set forth below. All notices must be in writing and are effective upon delivery. Either party may change the address for notice upon written notification to the other.

SHENTEL:  
Shenandoah Mobile, LLC  
Attn: Lease Administration  
P.O. Box 459  
500 Shentel Way

OWNER:

Site Name:

Site I.D.

Edinburg, VA 22824

Copy to: Shenandoah Mobile, LLC  
Attn: General Counsel  
P.O. Box 459  
500 Shentel Way  
Edinburg, VA 22824

**8. Improvements.** SHENTEL may, at its expense, make such improvements on the Site, as it deems necessary from time to time for the operation of the Site. OWNER agrees to cooperate with SHENTEL with respect to obtaining any required zoning approvals for the Site and such improvements, and agrees that SHENTEL may act as OWNER's agent in obtaining the required jurisdictional permitting to accomplish the objectives of this Agreement. Upon termination or expiration of this Agreement, SHENTEL may remove its equipment and improvements and restore the Site, as near as practicable, to its condition prior to such improvements (save and except utilities and fences installed, access areas improved, removal of vegetation for construction purposes, concrete pads, foundations, footings and items constructed or changed by any person(s) or entity(ies) other than SHENTEL, normal wear and tear, and actions beyond SHENTEL's control).

**9. No Liens.** OWNER will not permit any mechanics' or materialmen's or other liens on the Site, Tower or Telecommunications Facilities for any labor or material furnished at OWNER's request pursuant to this Agreement ("Owner Lien"). If an Owner Lien has been filed against the Site, Tower or Telecommunications Facilities and a final judgment on the Owner Lien is adverse to OWNER, OWNER shall pay the determined amount of Owner Lien with all costs, fees and charges, thereby releasing such Owner Lien. OWNER shall have the right to contest the validity, nature or amount of any such Owner Lien, but upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all proper costs and charges and shall have the lien released at its own expense.

**10. Compliance with Laws.** OWNER represents that OWNER's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SHENTEL will substantially comply with all applicable laws relating to its possession and use of the Site.

**11. Interference.** SHENTEL will resolve technical interference problems with OWNER's equipment located at the Property upon turn up of the Telecommunications Facilities. Likewise, OWNER will not permit or suffer the installation of any future equipment, or modification of existing equipment on the Property, which (i) results in technical interference problems with SHENTEL's use of the Site or (ii) encroaches onto the Site. In the event any future lessee's or licensee's equipment causes interference to SHENTEL's Telecommunications Facilities ("Interfering Party"), SHENTEL shall notify OWNER in writing of such interference and OWNER shall cause the Interfering Party to take steps necessary to correct such interference. If within ten (10) days of OWNER's receipt of such notice of interference and the Interfering Party has failed to correct such interference, OWNER shall require such Interfering Party to cease operations until such interference is corrected. The parties acknowledge that continuing interference will cause irreparable injury to SHENTEL and SHENTEL shall have the right, in addition to any other rights that it may have at law or equity, to bring an action to enjoin the interference or to terminate this Agreement.

**12. Utilities.** OWNER represents that utilities adequate for SHENTEL's use of the Site are available. SHENTEL will pay for all utilities used by it at the Site. OWNER will cooperate with SHENTEL in SHENTEL's efforts to obtain utilities from any location provided by OWNER or the servicing utility, including signing any easement or other instrument reasonably required by the utility company. In the event any utility is unable to use the easement defined in Section 1(A) for technological, financial or other reasons, the OWNER hereby agrees to grant an additional easement either to SHENTEL or to the utility entity at no cost to SHENTEL.

**13. Termination.** SHENTEL may terminate this Agreement at any time by notice to OWNER without further liability if SHENTEL does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Site, or if any such approval is canceled, expires or is withdrawn or terminated, or if OWNER fails to have proper ownership of the Site or authority to enter into this Agreement, or if SHENTEL, for any other reason, in its sole discretion, determines that it will be unable to use the Site. Upon termination, all prepaid rent will be retained by OWNER unless such termination is due to OWNER's failure of proper ownership or authority, or such termination is a result of OWNER's default.



Site Name:

Site I.D.

**14. Default.** If either party is in default under this Agreement for a period of (i) 15 days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

**15. Indemnity.** OWNER and SHENTEL each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to the extent claims arise from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

**16. Hazardous Substances.** OWNER represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SHENTEL will not introduce or use any such substance on the Site in violation of any applicable law.

**17. Subordination and Non-Disturbance.** OWNER will use diligent efforts to obtain a non-disturbance agreement reasonably acceptable to SHENTEL from the holder of any mortgage or deed of trust on the Property providing that so long as SHENTEL is not in default under this Agreement, such holder shall not, nor shall any trustee or other party in the exercise of any rights under any deed of trust or other security document, disturb or interfere with SHENTEL's right to remain in possession of the Site or SHENTEL's right to enjoy all of the rights and privileges set forth in this Agreement.

**18. Taxes.** SHENTEL will be responsible for payment of all real estate or personal property taxes assessed directly upon and arising solely from its improvements and use of the Telecommunications Facility on the Site. OWNER will pay when due all real estate taxes and assessments attributable to the property of OWNER of which the Site is a part. SHENTEL agrees to reimburse to OWNER any increase in real property taxes attributable solely to any improvements to the Site made by SHENTEL and assessed against OWNER, within 30 days after receipt of satisfactory documentation from OWNER indicating (i) payment of the real property taxes by OWNER, (ii) the amount of the taxes, and (iii) SHENTEL's share thereof.

**19. Insurance.** SHENTEL will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance naming the OWNER as additional insured to be furnished to OWNER. SHENTEL and OWNER hereby waive its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. SHENTEL and OWNER will each request its insurance carrier to include in policies provided pursuant to this Agreement an endorsement recognizing this waiver of subrogation.

**20. Maintenance.** SHENTEL will be responsible for repairing and maintaining the Telecommunications Facilities and any other improvements installed by SHENTEL at the Site in a proper operating and reasonably safe condition. OWNER, at OWNER's expense, shall be responsible for maintaining the Property of which the Site is a part in and all other improvements on OWNER's Property including, without limitation, landscaping; gates; security systems; driveways; access roads; easements; and parking areas. All maintenance shall be performed in a good workmanlike manner and in compliance with all governmental laws. Any maintenance or repair work to or near the Telecommunications Facilities shall be coordinated with SHENTEL and shall be conducted in such a manner as to prevent interference with SHENTEL's Telecommunications Facilities. If OWNER, its agents or employees fails to make such repairs including maintenance then SHENTEL may, after thirty (30) days prior written notice to OWNER, make the repairs and the costs thereof shall be payable to SHENTEL by OWNER on demand.

**21. Arbitration.** If a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination thereof, the parties agree to meet to try to resolve the dispute. Such meeting shall be attended by individuals with decision-making authority to attempt, in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within thirty (30) days after such meeting, the parties have not resolved the dispute to their mutual satisfaction, the dispute shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association currently in effect and such arbitration shall be final and binding. Arbitration shall be commenced by written demand made in a timely manner by either

Site Name:

Site I.D.

party to the American Arbitration Association with a copy to the other party. Any written demand for arbitration will be deemed timely only if it is made before the date when institution of legal proceedings based upon such claim would be barred by the applicable statute of limitations in effect in the state in which the Site is located. The arbitration shall be held in the county and state in which the Site is located unless the parties mutually agree upon another location and shall be heard by three (3) arbitrators. Such arbitrators shall be selected by mutual agreement of the parties, or failing such agreement, each party shall select one (1) arbitrator and the two (2) selected arbitrators shall mutually agree upon the selection of a third (3rd) arbitrator. The award rendered by the arbitrators shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The substantially prevailing party in any such arbitration shall be entitled to reasonable attorneys' fees and costs from the other party in an amount to be determined by the arbitrators. The substantially prevailing party in any judicial enforcement or review proceeding concerning the arbitration shall also be entitled to reasonable attorneys' fees and costs from the other party in an amount to be determined by the court. This paragraph shall survive any expiration or termination of this Agreement and shall continue to be enforceable in the event of the bankruptcy of a party.

**22. Condemnation.** If the whole Property or a portion thereof which adversely affects SHENTEL's use of the Site (as determined by SHENTEL in SHENTEL's reasonable discretion) is permanently condemned or taken for public purposes, or sold to a condemning authority under threat of a condemnation to prevent a taking, SHENTEL shall have the right to terminate this Agreement as of the day of the taking, condemnation or sale by giving OWNER written notice thereof. If the whole Property or a portion of the Property is temporarily condemned or taken for public purposes and such temporary condemnation or taking exceeds thirty (30) days, SHENTEL shall have the right to terminate this Agreement by giving OWNER written notice thereof at any time after such thirty (30) day period but prior to the termination of such temporary condemnation or taking. With regard to any taking, condemnation or sale, OWNER shall be entitled to the condemnation award for the Property; however, SHENTEL shall be entitled to recover from such condemning authority any award based upon its leasehold interest as set forth in this Agreement, along with the value of all of SHENTEL's improvements, including, but not limited to, the Tower, the Telecommunications Facilities, prefabricated buildings, generators, fencing and any other improvements, and for all of SHENTEL's other personal property, trade fixtures, fixtures, moving expenses, business damages, business interruption, business dislocation, or other losses or expenses as may be incurred. Upon the termination of this Agreement pursuant to this paragraph 22 due to a condemnation, taking or sale in lieu thereof, OWNER shall refund to SHENTEL any prepaid rent for the period after the effective date of the condemnation, taking or sale. If this Agreement is not terminated in the event of any condemnation, taking or sale in lieu thereof but SHENTEL is unable to use the Site due to such condemnation, taking or sale, the rent payable by SHENTEL pursuant to this Agreement shall abate during the period of time that SHENTEL is unable to use the Site. Further, if this Agreement is not terminated in the event of a condemnation, taking or sale and adequate ground space exists for the erection of a temporary tower on the remaining portion of the OWNER's Property which is not the subject of the condemnation, taking or sale, SHENTEL, at SHENTEL's expense, shall have the right, but not the obligation, to erect a temporary tower on such remaining portion of OWNER's Property for SHENTEL's exclusive use.

**23. Disconnection.** OWNER shall not remove or disconnect the Antennas or Telecommunications Equipment in any way unless: (i) it is necessary to prevent bodily injury or material property damage; or (ii) prior written notice is given to SHENTEL and SHENTEL approves such disconnection.

**24. Conditions Precedent.** SHENTEL's obligation to perform under this Agreement shall be subject to and conditioned upon ("Conditions"):

A. SHENTEL securing appropriate approvals for SHENTEL's intended use of the Site from any other Federal, state or local regulatory authority having jurisdiction over SHENTEL's proposed use of the Site ("Governmental Approval") and all other Approvals.

B. SHENTEL may conduct radio frequency propagation studies ("RF Studies") on the Property. If the RF Studies do not provide results satisfactory to SHENTEL, SHENTEL shall have no obligation to perform under this Agreement.

C. SHENTEL securing consistent and reliable services at agreed upon rates and in sufficient capacities for electricity, broadband telecommunications data lines and other services required or appropriate for the operation of the Telecommunications Facilities.

SHENTEL's inability to successfully satisfy any of these conditions or the occurrence of any other event which effectively prohibits SHENTEL's intended use of the Site shall relieve SHENTEL from any obligation to perform under this Agreement and shall entitle SHENTEL to terminate this Agreement and obtain restitution of any Rent which may have been paid in advance to OWNER if SHENTEL gives notice to OWNER of such failure to satisfy the Conditions within ninety (90) days after the Commencement Date. SHENTEL is not obligated to commence commercial operations until all Conditions have been satisfied.



Site Name:

Site I.D.

**25. Miscellaneous.** (i) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (ii) this Agreement is governed by the laws of the state in which the Site is located; (iii) If requested by SHENTEL, OWNER agrees promptly to execute and deliver to SHENTEL a recordable Memorandum of this Agreement in the form of Exhibit B; (iv) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; any amendments to this Agreement must be in writing and executed by both parties; (v) 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; and (vi) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**26. Confidentiality:** The parties shall keep confidential the terms and conditions of this Agreement, except as reasonably necessary for performance hereunder and except to the extent disclosure may be required by applicable laws or regulations, in which latter case, the party required to make such disclosure shall promptly inform the other party prior to such disclosure to enable that party to make known any objections it may have to such disclosure.

**27. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and shall not be binding on either party until and unless it is fully executed by both parties.

*(Signatures on the following page.)*

Site Name:

Site I.D.

OWNER:

SHENTEL:

SHENANDOAH MOBILE, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

William L. Pirtle, Senior Vice President – Wireless

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

STATE OF

COUNTY/CITY OF \_\_\_\_\_, To-Wit:

The foregoing Site Agreement was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_ and \_\_\_\_\_, collectively the "OWNER" herein.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF VIRGINIA AT LARGE, To-Wit:

The foregoing Site Agreement was acknowledged before me, a Notary Public in and for the Commonwealth of Virginia At Large, in Shenandoah County, on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by William L. Pirtle, Senior Vice President – Wireless, on behalf of Shenandoah Mobile, LLC, a Virginia limited liability company, as "SHENTEL" herein.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

Site Name:

Site I.D.

**EXHIBIT A**

**"PROPERTY"**

Site Description

Site situated at

Legal Description:

Sketch of Site:

OWNER Initials \_\_\_\_\_

SHENTEL Initials \_\_\_\_\_

Note: OWNER and SHENTEL may, at SHENTEL's option, replace this Exhibit with an Exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

Site Name:

Site I.D.

**EXHIBIT B**

Prepared By and Return To:  
Shenandoah Mobile, LLC  
P.O. Box 459  
500 Shentel Way  
Edinburg, Virginia 22824

Tax Parcel # \_\_\_\_\_

**Telecommunications Facility  
Memorandum of Site Agreement**

THIS MEMORANDUM OF SITE AGREEMENT ("Memorandum") is made this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between \_\_\_\_\_ whose address is \_\_\_\_\_ ("OWNER") and SHENANDOAH MOBILE, LLC, a Virginia limited liability company, whose address is P. O. Box 459 (500 Shentel Way), Edinburg, VA 22824 ("SHENTEL").

1. OWNER owns certain real property situate in \_\_\_\_\_ as more particularly described on Exhibit A hereto (the "Property").

2. Pursuant to that certain Site Agreement between OWNER and SHENTEL dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"), OWNER leases to SHENTEL, and SHENTEL leases from OWNER, the Property on the terms set forth in the Agreement, together with a right of ingress and egress to and from the public road.

3. The initial term of the Agreement is five (5) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_, unless sooner terminated pursuant to the terms of the Agreement. There are nine (9) renewal options of five (5) years each.

4. The Agreement does contain a "Right of First Refusal" option in favor of SHENTEL.

5. OWNER permits SHENTEL to act as OWNER's agent to apply for jurisdictional permitting as needed to accomplish the objectives set forth in the Agreement.

6. This Memorandum is prepared for the purpose of recordation and it in no way modifies the provisions of the Agreement. All provisions of the Agreement are incorporated in this Memorandum by this reference.

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

OWNER:

SHENANDOAH MOBILE, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_  
William L. Pirtle, Senior Vice President – Wireless

By: \_\_\_\_\_

\*\*\*\*\*

STATE OF \_\_\_\_\_

COUNTY/CITY OF \_\_\_\_\_, To-Wit:

The foregoing Memorandum of Site Agreement was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, the "OWNER" herein.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF VIRGINIA AT LARGE, To-Wit:

The foregoing Memorandum of Site Agreement was acknowledged before me, a Notary Public in and for the Commonwealth of Virginia At Large, in Shenandoah County, Virginia, on this \_\_\_\_ day of \_\_\_\_\_, 201\_, by William L. Pirtle, Senior Vice President – Wireless, on behalf of Shenandoah Mobile, LLC, a Virginia limited liability company, "SHENTEL" herein.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

OWNER Initials \_\_\_\_\_

SHENTEL Initials \_\_\_\_\_

Site Name:

Site I.D.

## EXHIBIT C

### SITE ACCESS AND INFORMATION

SITE ADDRESS:

MUNICIPALITY:

STATE:

COUNTY:

LATITUDE:

LONGITUDE:

OWNER/SITE MANAGER:

PHONE NO.

SITE/BUILDING CONTACT:

PHONE NO.

SITE/BUILDING ENTRY PROCEDURES:

NORMAL HOURS:

AFTER NORMAL HOURS AND WEEKEND:

**NOTE:** SHENTEL may, at its option, replace this Exhibit with a revised Exhibit once additional information to complete this Exhibit becomes available.



Inventory of Existing  
Personal Wireless  
Facilities within  
Amherst County and  
within One (1) Mile of  
the Border




**List of Shentel's Existing Personal Wireless Service Facilities in Amherst County and Within One (**

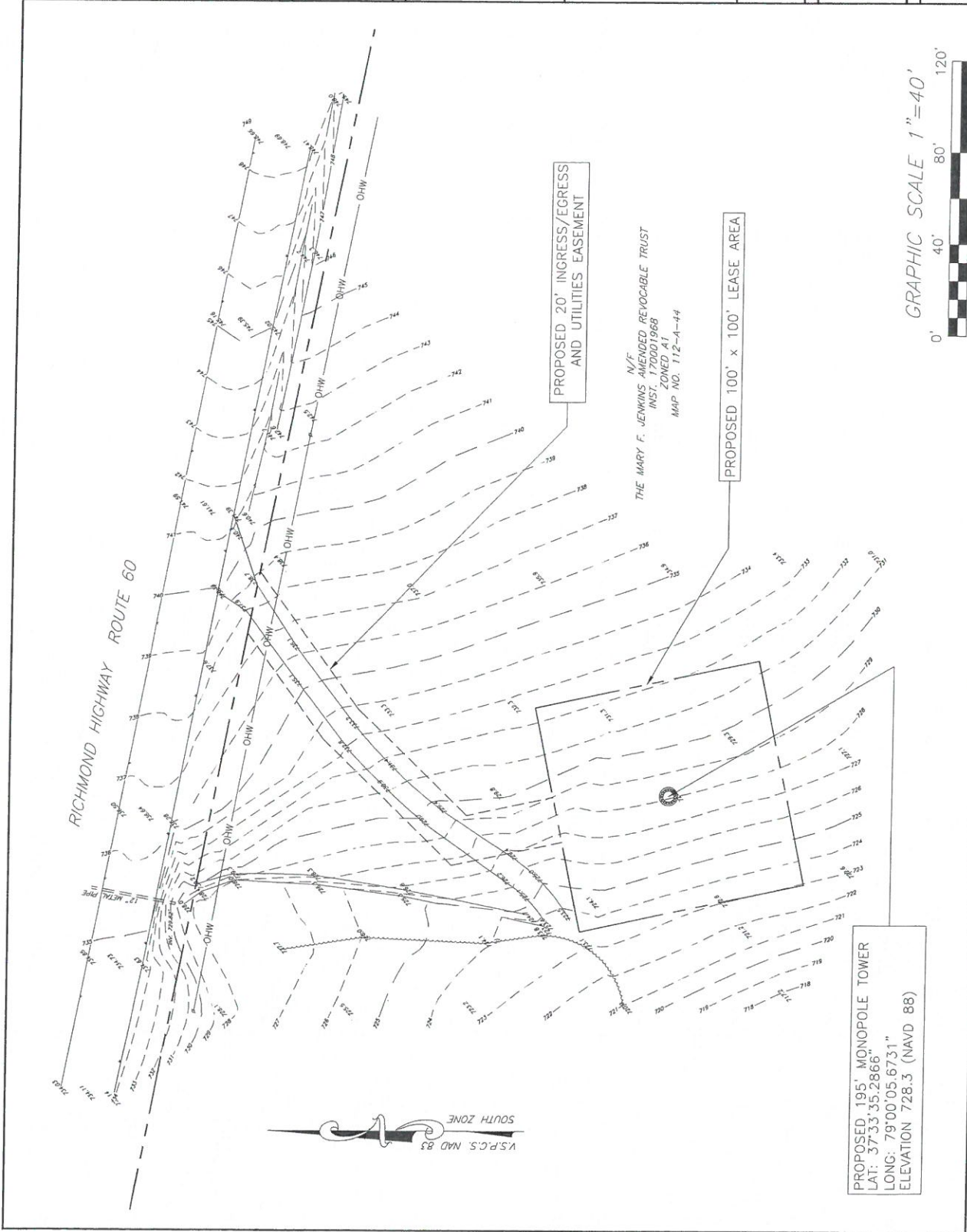
Site ID	Site UID	Longitude	Latitude	Site Name	Address	BTA
RI67SH394	67394	-79.1318	37.49755	North Monroe	Amhearst Highway	Lynchburg
RI68SH612	68612	-79.09743417	37.52900389	Falconerville	143 Boxwood Circle	Lynchburg
RI68SH613	68613	-79.1226825	37.45500056	Madison Heights (AEP)	4416 South Amherst Highway	Lynchburg
RI68SH620	68620	-79.03119556	37.59284972	Amherst	Amherst Industrial Park	Lynchburg
RI68SH622	68622	-78.97905167	37.64038972	Tye River	Thomas Farm Road	Lynchburg
RI68SH623	68623	-78.99455556	37.63297222	Fletcher Level	1966 North Amherst Highway	Lynchburg
RI68SH632	68632	-79.11713972	37.42275167	South Madison Heights	181 CVT Road	Lynchburg
RI68SH633	68633	-79.12440806	37.48998111	North Madison	Amhearst Highway	Lynchburg
RI68SH657	68657	-79.07922222	37.55686111	Sweet Briar College	113 Power Plant Circle	Lynchburg
RI68SH658	68658	-79.06477778	37.52294444	Early Lake	696 Bob White Road	Lynchburg
RI68SH659	68659	-79.09361111	37.50425	Lynchburg Bypass	115 Cape Lane	Lynchburg
RI68SH660	68660	-79.08727778	37.464	East Madison Heights	1007 Dixie Airport Road	Lynchburg
RI68SH661	68661	-79.07472222	37.45027778	Wright Shop	252 Peaceful Lane	Lynchburg
RI68SH662	68662	-79.14936111	37.47341667	Route 130	816 Elon Road	Lynchburg




# Plans

11



ENGINEER	 <b>TOTALLY COMMITTED.</b> NBT ENGINEERING SERVICES, LLC. <small>10000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202</small>											
APPLICANT												
SITE INFORMATION	EASEMENT EXHIBIT - SHENTEL SITE ID: 67025 SITE NAME: INDUSTRIAL PARK RICHMOND HIGHWAY AMHERST, VA 24521 AMHERST COUNTY, VA											
DESIGN RECORD	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>RW</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>2/26/18</td> <td>EASEMENT EXHIBIT</td> <td></td> <td></td> </tr> </tbody> </table>		REV	DATE	DESCRIPTION	RW	BY	0	2/26/18	EASEMENT EXHIBIT		
REV	DATE	DESCRIPTION	RW	BY								
0	2/26/18	EASEMENT EXHIBIT										
SURVEYOR												
SHEET TITLE	EASEMENT EXHIBIT											
SHEET NUMBER	EE-1											



 <b>TOTALLY COMMITTED.</b> <small>NB+C ENGINEERING SERVICES, LLC.          1000 N. VA-28, SUITE 100          FALLS CHURCH, VA 22046</small>				EASEMENT EXHIBIT - SHENTEL SITE ID: 67025 SITE NAME: INDUSTRIAL PARK RICHMOND HIGHWAY AMHERST, VA 24521 AMHERST COUNTY, VA		REVISIONS <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>0</td> <td>2/28/18</td> <td>EASEMENT EXHIBIT</td> <td>RW</td> </tr> </table>		REV	DATE	DESCRIPTION	BY	0	2/28/18	EASEMENT EXHIBIT	RW			SURVEYOR <small>Geosense Consultants, P.C.          Land Surveyors VAMC          2000 N. VA-28, SUITE 100          FALLS CHURCH, VA 22046          CONTACT: 540-561-5974</small>		SHEET TITLE <b>EASEMENT EXHIBIT</b>		SHEET NUMBER <b>EE-2</b>	
REV	DATE	DESCRIPTION	BY																				
0	2/28/18	EASEMENT EXHIBIT	RW																				

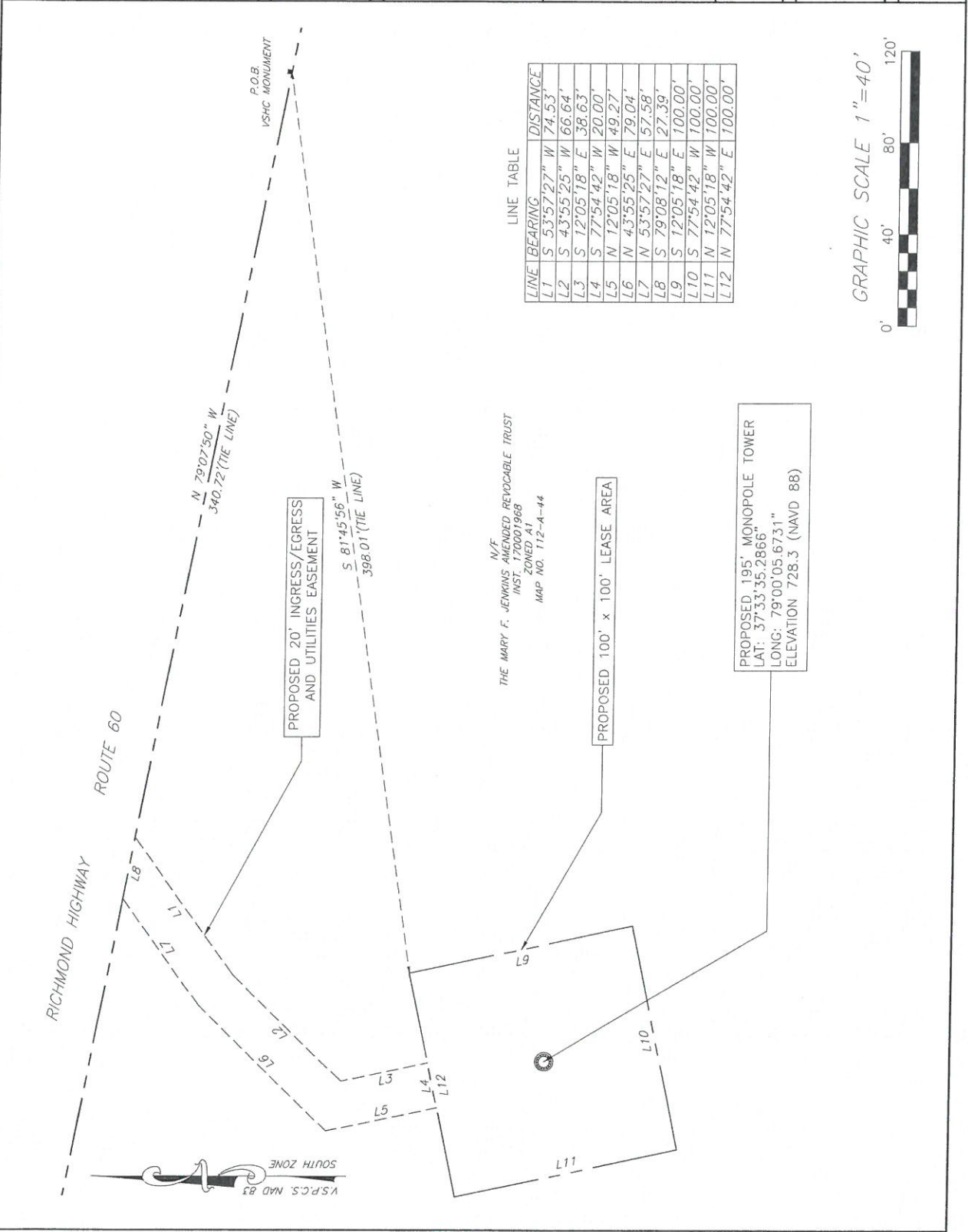


EXHIBIT NOTES

1. TOPOGRAPHIC SURVEY PERFORMED BY CAUSEWAY CONSULTANTS, P.C.  
P. O. BOX 15039, CHESAPEAKE, VIRGINIA, 23328-50394. PHONE: 757-482-0474.  
SURVEY DATE: FEBRUARY 15, 2018.
2. COORDINATES AND ELEVATIONS SHOWN WERE ESTABLISHED USING STATIC GPS OBSERVATIONS, POST PROCESSED THROUGH NOAA'S OPUS WEBSITE AND CONVERTED TO NAVD 88 AND NAD 83, U.S. SURVEY FOOT, FOR THE VERTICAL DATUM AND HORIZONTAL COORDINATES, RESPECTIVELY, USING U.S. ARMY CORPS OF ENGINEERS CORPSCON SOFTWARE, VERSION 6.01 AND PUBLISHED BENCHMARKS.
3. NO SUB-SURFACE INVESTIGATION WAS PERFORMED BY CAUSEWAY CONSULTANTS, P.C. THIS EXHIBIT DOES NOT GUARANTEE THE "EXISTENCE OR NONEXISTENCE" OF UNDERGROUND UTILITIES. PRIOR TO ANY CONSTRUCTION OR EXCAVATION, CONTACT MISS UTILITY AT 1-800-552-7001 TO CONFIRM THE LOCATION OR EXISTENCE OF UNDERGROUND UTILITIES.
4. THIS EXHIBIT WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT AND MAY NOT DEPICT ANY OR ALL EASEMENTS THAT MAY AFFECT THE PROPERTY.
5. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
6. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY. THE RIGHT-OF-WAY, PROPERTY LINE AND/OR EASEMENTS SHOWN HEREON REPRESENT A COMPILATION OF RECORDED DEEDS, PLATS, G.I.S. RECORDS AND TAX MAPS.
7. THE AREA OF THE PROPOSED CELL TOWER APPEARS TO LIE WITHIN FLOOD ZONE "X", ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY - NATIONAL FLOOD INSURANCE COMMUNITY NUMBER 51009C-0295B, DATED SEPTEMBER 19, 2007.
8. THE EXISTENCE OF HAZARDOUS WASTE, VEGETATED WETLANDS, OR TIDAL WETLANDS, WAS NEITHER INVESTIGATED, NOR CONFIRMED DURING THE PERFORMANCE OF THIS EXHIBIT.
9. TREE HEIGHTS SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED BY BUCKET TRUCK.

LEGAL DESCRIPTION PROPOSED 100' x 100' LEASE AREA

A PROPOSED 100' x 100' LEASE AREA ON THAT 49 ACRES AS DESCRIBED IN INSTRUMENT 170001968, BEING MAP NO. 112-A-44 OF RECORD IN THE CLERK OF THE CIRCUIT COURTS OFFICE, AMHERST COUNTY, VIRGINIA; ALONG THE SOUTHERLY RIGHT OF WAY OF ROUTE 60 LOCALLY KNOWN AS RICHMOND HIGHWAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A VIRGINIA STATE HIGHWAY COMMISSION MONUMENT (VSHC) ALONG SAID ROUTE 60, THENCE ALONG A TIE LINE S 81°45'56" W A DISTANCE OF 398.01' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE S 12°05'18" E A DISTANCE OF 100.00' TO A POINT;  
THENCE S 77°54'42" W A DISTANCE OF 100.00' TO A POINT;  
THENCE N 12°05'18" W A DISTANCE OF 100.00' TO A POINT;  
THENCE N 77°54'42" E A DISTANCE OF 100.00' TO A POINT WHICH IS THE TRUE POINT AND PLACE OF BEGINNING, HAVING AN AREA OF 10,000 SQUARE FEET OR 0.230 ACRES.

LEGAL DESCRIPTION PROPOSED 20' INGRESS/EGRESS AND UTILITIES EASEMENT




A PROPOSED 20' INGRESS/EGRESS AND UTILITIES EASEMENT OVER AND ACROSS THAT 49 ACRES AS DESCRIBED IN INSTRUMENT 170001968, BEING MAP NO. 112-A-44 OF RECORD IN THE CLERK OF THE CIRCUIT COURTS OFFICE, AMHERST COUNTY, VIRGINIA; ALONG THE SOUTHERLY RIGHT OF WAY OF ROUTE 60 LOCALLY KNOWN AS RICHMOND HIGHWAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

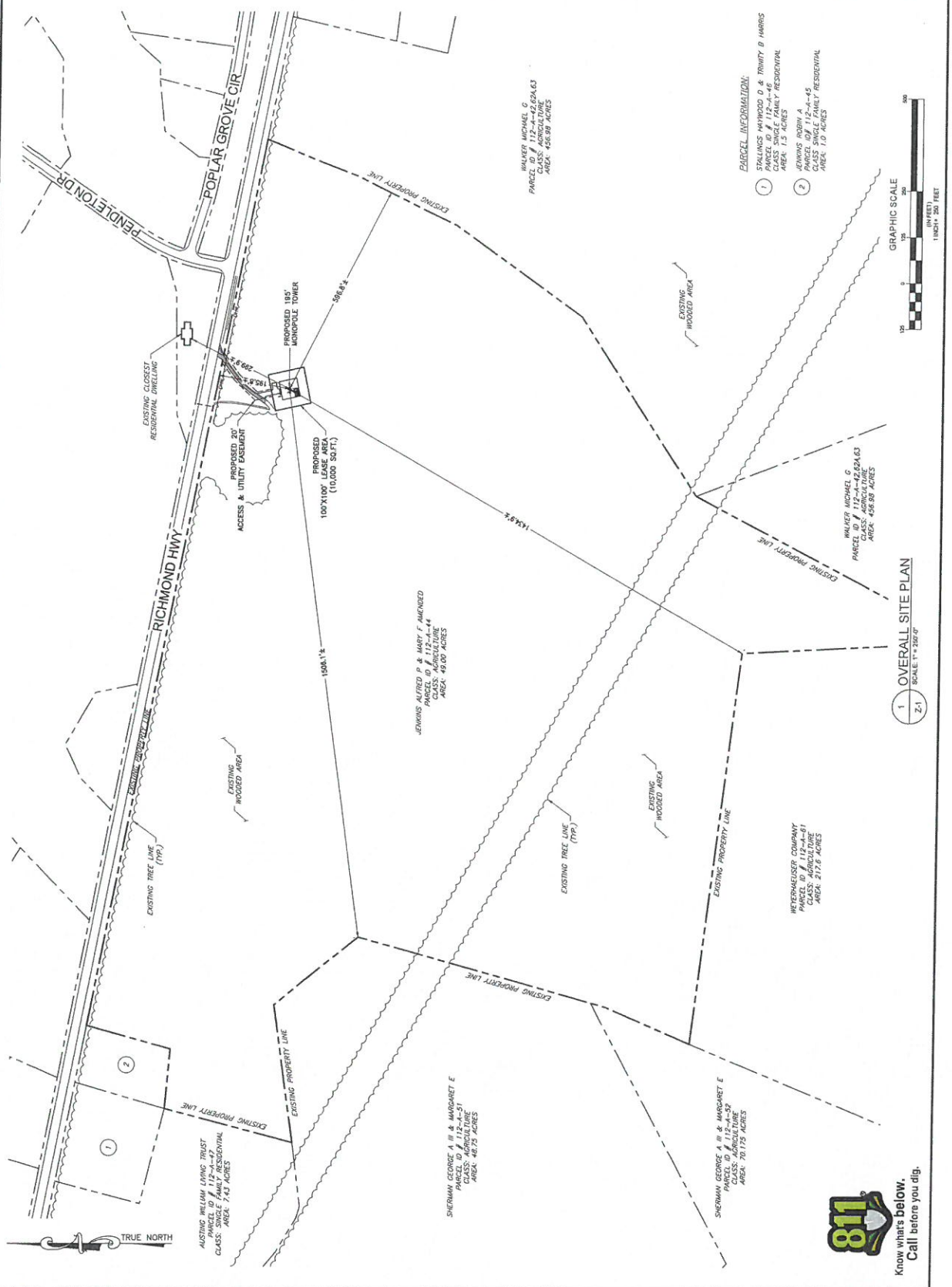
BEGINNING AT A VIRGINIA STATE HIGHWAY COMMISSION MONUMENT (VSHC) ALONG SAID ROUTE 60, THENCE ALONG A TIE LINE N 79°07'50" W A DISTANCE OF 340.72' TO A POINT BEING THE TRUE POINT AND PLACE OF BEGINNING;

THENCE S 53°57'27" W A DISTANCE OF 74.53' TO A POINT;  
THENCE S 43°55'25" W A DISTANCE OF 66.64' TO A POINT;  
THENCE S 12°05'18" E A DISTANCE OF 38.63' TO A POINT;  
THENCE S 77°54'42" W A DISTANCE OF 20.00' TO A POINT;  
THENCE N 12°05'18" W A DISTANCE OF 49.27' TO A POINT;  
THENCE N 43°55'25" E A DISTANCE OF 79.04' TO A POINT;  
THENCE N 53°57'27" E A DISTANCE OF 57.58' TO A POINT;  
THENCE S 79°08'12" E A DISTANCE OF 27.39' TO A POINT;  
WHICH IS THE POINT OF BEGINNING WHICH IS THE TRUE POINT AND PLACE OF BEGINNING HAVING AN AREA OF 3,657 SQUARE FEET OR 0.084 ACRES.

ENGINEER	LEGAL DESCRIPTION PROPOSED 20' INGRESS/EGRESS AND UTILITIES EASEMENT		ENGINEER		NBS+C NBS+C ENGINEERING SERVICES, LLC TOTALITY COMMITTED 1000 N. 1ST ST. SUITE 100 FARGO, ND 58103	
APPLICANT	LEGAL DESCRIPTION PROPOSED 100' x 100' LEASE AREA		APPLICANT		SHENTEL	
SITE INFORMATION	LEGAL DESCRIPTION PROPOSED 20' INGRESS/EGRESS AND UTILITIES EASEMENT		SITE INFORMATION			
DESIGN RECORD	LEGAL DESCRIPTION PROPOSED 100' x 100' LEASE AREA		DESIGN RECORD		REVISIONS	
SURVEYOR	LEGAL DESCRIPTION PROPOSED 20' INGRESS/EGRESS AND UTILITIES EASEMENT		SURVEYOR		ROBERT T. WILLIAMS, JR. LIC. No. 002551 2-28-2018 LAND SURVEYOR	
SHEET TITLE	LEGAL DESCRIPTION PROPOSED 100' x 100' LEASE AREA		SHEET TITLE		EASEMENT EXHIBIT	
SHEET NUMBER	LEGAL DESCRIPTION PROPOSED 100' x 100' LEASE AREA		SHEET NUMBER		EE-3	



 <b>TOTALLY COMMITTED.</b> <small>N&amp;E ENGINEERING SERVICES, LLC.          1000 LANTANA DRIVE, SUITE 100          FARMINGTON, CT 06030</small>		<b>APPLICANT</b>  500 SHENTEL WAY EDINBURG, VA 22824 (540) 924-4149		<b>SITE INFORMATION</b> SHENTEL SITE NAME: INDUSTRIAL PARK SHENTEL SITE ID: R167SH025 RICHMOND HIGHWAY AMHERST, VA 24521 AMHERST COUNTY		<b>DESIGN RECORD</b> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>03/22/18</td> <td>FINAL DGN</td> <td>CP</td> </tr> <tr> <td>2</td> <td>03/22/18</td> <td>PRELIMINARY DGN</td> <td>BRN</td> </tr> <tr> <td>3</td> <td>03/22/18</td> <td>PRELIMINARY DGN</td> <td>CP</td> </tr> </tbody> </table>		REV	DATE	DESCRIPTION	BY	1	03/22/18	FINAL DGN	CP	2	03/22/18	PRELIMINARY DGN	BRN	3	03/22/18	PRELIMINARY DGN	CP	<b>PROFESSIONAL STAMP</b> 		<b>ENGINEER</b> TRENT T. SNARR, P.E. VA PROFESSIONAL ENGINEER, LIC. #049978		<b>SHEET TITLE</b> OVERALL SITE PLAN		<b>SHEET NUMBER</b> Z-1	
REV	DATE	DESCRIPTION	BY																												
1	03/22/18	FINAL DGN	CP																												
2	03/22/18	PRELIMINARY DGN	BRN																												
3	03/22/18	PRELIMINARY DGN	CP																												



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





SHENTEL SITE NAME:  
INDUSTRIAL PARK  
SHENTEL SITE ID: R67SH025  
RICHMOND HIGHWAY  
AMHERST, VA 24521  
AMHERST COUNTY

REVISIONS

REV	DATE	DESCRIPTION	BY
1	02/27/18	FINAL D24	OP
2	03/02/18	PRELIMINARY D24	BRN
3	03/02/18	PRELIMINARY D24	OP



TRENT T. SHARP, P.E.  
VA PROFESSIONAL ENGINEER LIC #49978

SITE PLAN

Z-2



LEGEND

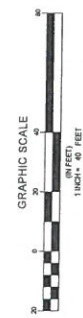
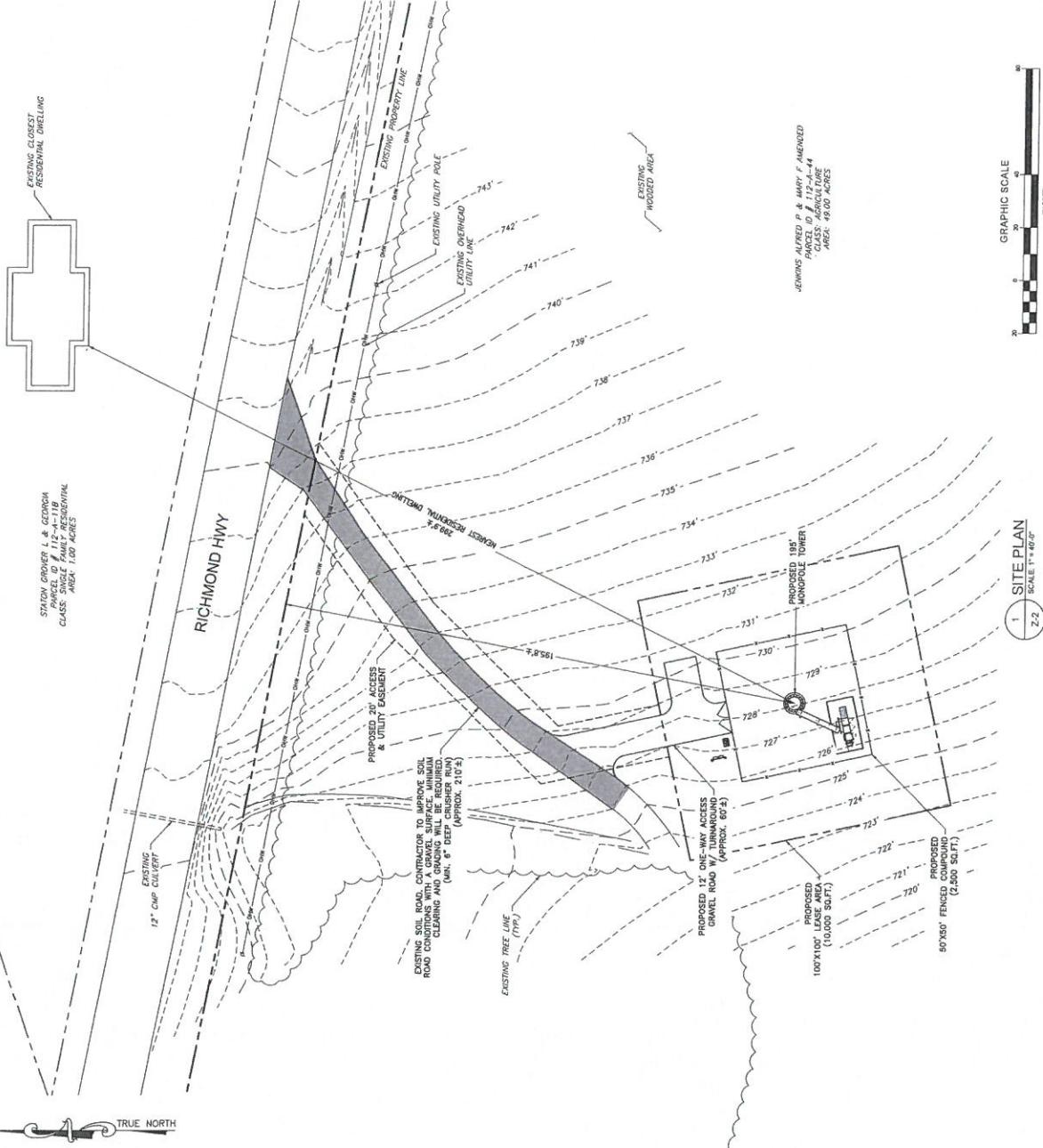
---	PROPERTY LINE - SUBJECT PARCEL
---	PROPERTY LINE - ADJUTERS
---	EXISTING ROAD
---	EXISTING FENCE
---	PROPOSED EASEMENT
---	PROPOSED LEASE AREA
---	EXISTING BUILDING
---	PROPOSED FENCE

ZONING INFORMATION

JURISDICTION	AMHERST COUNTY
CLASS	AGRICULTURE
EXISTING DIMENSION	EXISTING DIMENSION
FRONT YARD SETBACK	188.8'
SIDE YARD SETBACK	588.8'
REAR YARD SETBACK	1,424.8'
LOT AREA	48,000.00

ALL MEASUREMENTS ARE IN FEET \* UNLESS OTHERWISE NOTED




- GENERAL NOTES
- THIS PLAN IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
  - NO SPONTANEOUS NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
  - THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION. THERE IS NO HANDICAP ACCESS REQUIRED.
  - THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
  - FOR SURVEY INFORMATION, SEE "CASEWAY CONSULTANTS, P.C." SITE NAME "INDUSTRIAL PARK" DATED 02/23/18.
  - REFER TO SURVEY DOCUMENT ON SHEETS E-1 THROUGH E-4 FOR ALL UTILITIES, EASEMENTS, AND PROPERTY BOUNDARY INFORMATION.
  - THE NEAREST OFFSITE STRUCTURE USED FOR HUMAN HABITATION IS LOCATED 289.9 ± FEET FROM THE PROPOSED TOWER SITE.



1 SITE PLAN  
Z-2  
SCALE 1" = 60'-0"

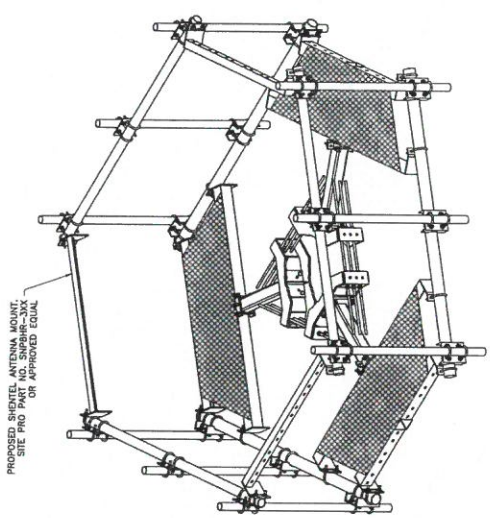




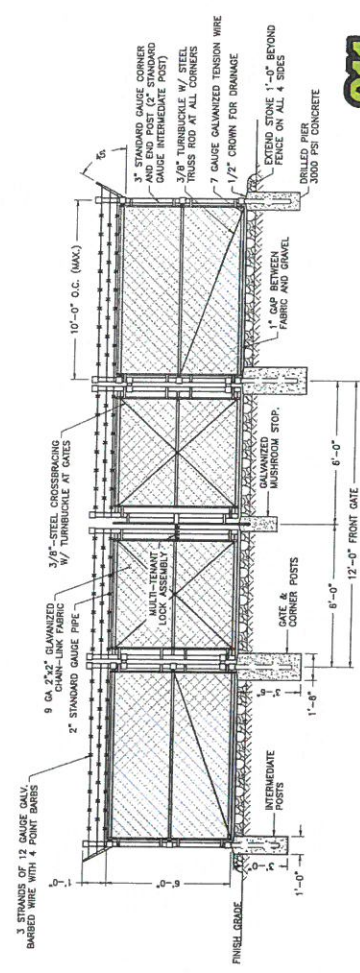
ENGINEER	 <b>TOTALLY COMMITTED.</b> NHC ENGINEERING SERVICES, LLC. <small>10000 WOODLAND AVENUE, SUITE 100          FARMERS BRANCH, TEXAS 75448</small>																
APPLICANT	 <b>SHENTEL</b> 650 SHENTEL WAY EDINBURG, TX 77541-2524 (940) 924-4149																
SITE INFORMATION	SHENTEL SITE NAME: INDUSTRIAL PARK SHENTEL SITE ID: R187SH025 RICHMOND HIGHWAY AMHERST, VA 24521 AMHERST COUNTY																
DESIGN RECORD	<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>03/22/18</td> <td>FINAL ZON</td> <td>OP</td> </tr> <tr> <td>B</td> <td>03/02/18</td> <td>PRELIMINARY ZON</td> <td>BNK</td> </tr> <tr> <td>A</td> <td>03/02/18</td> <td>PRELIMINARY ZON</td> <td>OP</td> </tr> </tbody> </table>	REV	DATE	DESCRIPTION	BY	0	03/22/18	FINAL ZON	OP	B	03/02/18	PRELIMINARY ZON	BNK	A	03/02/18	PRELIMINARY ZON	OP
REV	DATE	DESCRIPTION	BY														
0	03/22/18	FINAL ZON	OP														
B	03/02/18	PRELIMINARY ZON	BNK														
A	03/02/18	PRELIMINARY ZON	OP														
PROFESSIONAL STAMP																	
ENGINEER	TRENT T. SWARR, P.E. VA PROFESSIONAL ENGINEER LIC #049978																
SHEET TITLE	ELEVATION																
SHEET NUMBER	C-2																

## GENERAL NOTES

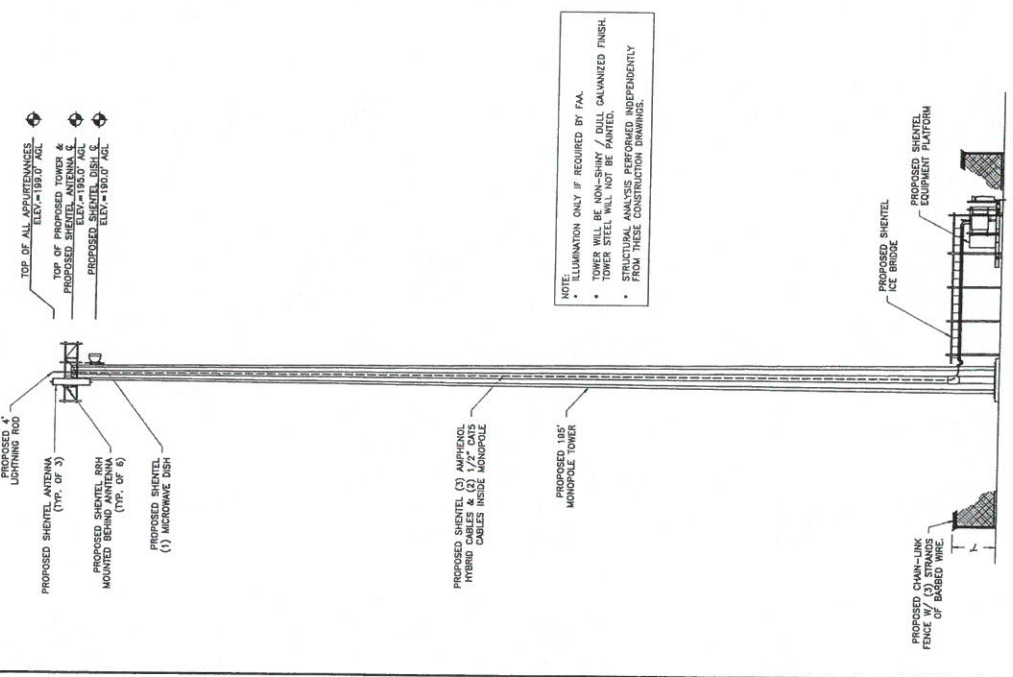
- [illegible]



2 ANTENNA MOUNT DETAIL  
C-2 NTS



3 TYPICAL FENCE AND GATE DETAIL  
NTS  
C-2



GRAPHIC SCALE

(IN FEET)  
1 INCH = 25 FEET

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

Ryan Fletcher  
Land Use Specialist  
Network Building and Consulting, LLC  
4435 Waterfront Drive, Suite 100  
Glen Allen, VA 23060

March 23, 2018

Mr. Jeremy Bryant  
Director of Planning and Zoning  
Amherst County Department of Planning and Zoning  
P.O. Box 390  
Amherst, VA 24521

RE: Balloon Test – proposed 195-foot monopole tower with a 4' lightning rod  
Site Location: South side of Richmond Highway (Route 60) near the intersection of Richmond Highway and Pendleton Drive  
Applicant: Shenandoah Mobile, LLC ("Shentel")  
Shentel Site Name: 67025 Industrial Park  
Property ID: 112-A-44

Dear Sir:

I represent Shenandoah Mobile, LLC ("Shentel"), and we've submitted a Special Exception Permit (SEP) for a Personal Wireless Service Facility (PWSF) application to Amherst County to construct a proposed 195-foot monopole tower with a 4' lightning rod located on the above referenced parcel. Pursuant to Section 919.07(A)(4) of the Amherst County Zoning Ordinance, we are required to perform a *balloon test* (raising a balloon to the height of the proposed tower) to demonstrate the visibility of the tower.

Please be advised of the day and time for the balloon test (and alternate inclement weather date) should you wish to attend:

- **Monday, April 9, 2018 – 8:30 AM to 12:30 PM at the site location referenced above.**
- If there is inclement weather on the 9<sup>th</sup>, the alternate inclement weather date will be **Wednesday, April 11, 2018 – 8:30 AM to 12:30 PM at the site location referenced above.**

If you have any questions or comments, please do not hesitate to contact me at (804) 475-8144 or [rfletcher@nbcllc.com](mailto:rfletcher@nbcllc.com).

Sincerely,

*Ryan Fletcher*

Ryan Fletcher  
Land Use Specialist  
(Representing Shentel)



SECTION 112