

ORDINANCE NO. 3258

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT ALLOWING A CELLULAR COMMUNICATIONS TOWER AT A LOCATION GENERALLY DESCRIBED AS 1100 NW 8TH STREET IN THE CITY OF ABILENE, KANSAS

WHEREAS, the Planning Commission reviewed a request by Great Plains Rentals, Inc. to allow the placement of a cellular communication tower by Nex-Tech Wireless, LLC at property generally located at 1100 NW 8th Street in Abilene, Kansas;

WHEREAS, Nex-Tech Wireless, LLC has entered into an agreement with Great Plains Rentals, Inc. to lease said property for the construction and maintenance of a cellular communications tower; and

WHEREAS, the Planning Commission conducted a Public Hearing per Section 24-4 of the Zoning and Subdivision Regulations on October 14, 2014, and following public comment recommended approval of the Conditional Use Permit allowing a cellular communications tower on the above referenced property.

NOW, THEREFORE BE IT ORDAINED, by the City Commission of the City of Abilene, as follows:

SECTION 1. Conditional Use Permit. That a Conditional Use Permit is hereby issued to Great Plains Rentals, Inc. for the placement of a cellular communications tower by Nex-Tech Wireless, LLC as generally provided in the Conditional Use Permit application as provided in **Exhibit A**, attached hereto.

SECTION 2. Permit Conditions; Approval. Per Section 20-103 of the Zoning and Subdivision Regulations, the Planning Commission may impose, and the City Commission may approve, reasonable conditions on the approval of a Conditional Use Permit. Such conditions are approved for this Permit as follows: the applicant will place a red utility beacon at the top of the tower.

SECTION 3. Implementation. The City Manager, or designee, is hereby authorized to issue a Conditional Use Permit once all conditions have been reasonably met.

SECTION 4. Effective Date. This Ordinance shall become effective and in full force from and after its passage, adoption and publication in the official City newspaper.

[REMAINDER OF PAGE LEFT BLANK]

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this
10th day of November, 2014.



ATTEST:

Penny Soukup, CMC
Penny Soukup, CMC
City Clerk

CITY OF ABILENE, KANSAS

By:

Brenda Finn Bowers
Brenda Finn Bowers, Mayor

EXHIBIT A

Conditional Use Permit Application

Great Plains Rentals, Inc.

1100 NW 8th Street

Abilene, KS

November 10, 2014

CITY OF ABILENE, KANSAS
DEVELOPMENT APPROVAL APPLICATION FORM

419 N. Broadway • Abilene, Kansas 67410 • Tel: (785) 263-2550 • Fax: (785) 263-2552 • www.abilenecityhall.com

INSTRUCTIONS: This Application and all required fees and information must be submitted in accordance with the Code of the City of Abilene and the City of Abilene Zoning and Subdivision Regulations. All information requested in this application must be provided and answered completely.

PART I: TO BE COMPLETED BY APPLICANT

APPLICATION INFORMATION

APPLICATION FOR (CHECK APPROPRIATE BOX):

- | | |
|--|--|
| ☐ ADMINISTRATIVE APPEAL | ☐ LOT SPLIT |
| ☐ ANNEXATION | ☐ NON-CONFORMING USE CERTIFICATE |
| ☐ CERTIFICATE OF APPROPRIATENESS | ☐ PRELIMINARY PLAT |
| ☐ COMPREHENSIVE PLAN AMENDMENT | ☐ PLANNED DEVELOPMENT |
| ☒ CONDITIONAL USE PERMIT | ☐ REPLAT |
| ☐ DEVELOPMENT CODE AMENDMENT | ☐ REZONING / ZONING MAP AMENDMENT |
| ☐ FINAL PLAT | ☐ SITE PLAN |
| ☐ HOME OCCUPATION PERMIT | ☐ VACATION (PLAT, STREET, EASEMENT) |
| ☐ LANDMARK DESIGNATION | ☐ VARIANCE |
| ☐ LOT SPLIT | |

FOR OFFICIAL USE ONLY

Appn Number: 14-4

Date Received: 8/29/14

Received By: FA

BRIEF DESCRIPTION OF APPLICATION PURPOSE:

The placement of a 137 feet wireless communication tower and 250 sq. ft. of space at the base of the tower.

APPLICANT INFORMATION

APPLICANT/AGENT (If Not Property Owner):

Name: Richard Gaito Tel: (785) 621-3629

Business Name: Nex-Tech Wireless, LLC Fax: (785) 621-2599

Address: 3001 New Way

City: Hays State: KS Zip Code: 67601

E-mail: rgaito@ntwls.com

PROPERTY INFORMATION**PROPERTY ADDRESS OR GENERAL LOCATION (IN RELATION TO NEAREST STREETS):**NW 8th and N Washington St.**PROPERTY TAX IDENTIFICATION
NUMBER:** 0211141701002003020**ZONING:** Existing: Industrial Proposed: Industrial**LAND USE:** Existing: Industrial Proposed: Industrial**GROSS SIZE OF PLAT/LOT:**Residential: _____ Commercial: _____ Industrial: _____ Other: 250 Sq. ft Total: 250 Sq. ft**NUMBER OF LOTS:**Residential: _____ Commercial: _____ Industrial: _____ Other: 1 Total: 1**IMPROVEMENT CHARACTERISTICS:**Number of Buildings or Structures: 1Total Building Area: 96 sq. ft.Maximum Height of Buildings or Structures: 8 ft

Total Impervious Area: _____

EXISTING PUBLIC FACILITIES:

	Public	Private	Other (Describe)
Water Service:	☒	☐	☐
Wastewater Service:	☒	☐	☐
Roadway Access:	☒	☒	☐

FLOODPLAIN INFORMATION:Floodway: ☐ Yes ☒ No

FIRM Map-Panel Number: _____

Floodway Fringe: ☐ Yes ☒ No

Zone: _____

ARE ANY OTHER PERMITS OR DEVELOPMENT APPROVALS REQUIRED, APPLIED FOR OR RECEIVED FOR THE APPLICATION PROPERTY BY THE CITY OR ANY OTHER JURISDICTION OR AGENCY?☐ Yes ☒ No If Yes, Describe Briefly and Attach a Copy of Each Permit, Approval or Application**APPLICANT/PROPERTY OWNER CERTIFICATION¹**

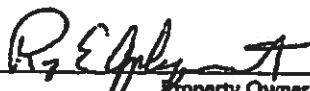
I/we acknowledge receipt of the instruction sheet explaining the method of submitting this application. I/we realize that this application cannot be processed unless it is completely filled in; is accompanied by a current abstractor's certificate as required in the instruction sheet; and is accompanied by the appropriate fee. I/we further certify that the foregoing information is true and correct to the best of our knowledge. I/we acknowledge that the City of Abilene Planning Commission, Board of Zoning Appeals or City Commission shall have authority to impose such conditions as it deems necessary in order to serve the public interest and welfare.



Applicant Signature

8/29/14

Date



Property Owner Signature

8-28-14

Date

¹ This Application must bear the signature(s) of the property owner(s). If an authorized agent signs on the owner's behalf, the agent shall sign his own name and attach the owner's written notarized authorization to this Application.

PART II - TO BE COMPLETED BY STAFF

DOCUMENTS TO BE SUBMITTED WITH APPLICATION**

- | | | |
|--|--|---|
| ☐ Copy of Deed | ☐ Easements and Covenants | ☒ Location Map |
| ☐ Site Plan | ☐ Preliminary Plat | ☐ Final Plat |
| ☐ Infrastructure Plans | ☐ Development Agreement | ☐ Grading and Stormwater Plans |
| ☐ Elevation Survey | ☐ Traffic Impact Study | ☐ Construction Plans |
| ☐ Performance Agreement | ☐ Proof of Notification | ☐ Utility Plans |
| ☐ Text Amendment Language | ☐ Property Owner List | ☐ Comprehensive Plan Amendment Justification |
| ☐ Annexation Boundary Map | ☒ Operating Characteristics Report | ☐ Administrative Appeal Justification |
| ☐ Variance Justification | ☐ Other _____ | |

Additional document requirements provided to applicant on _____. The applicant is advised that the application is not accepted for public review until such time as the above identified documents are submitted and a Determination of Complete Application is certified.

Tim Hamlin
Name

8/29/14
Title

[Signature]
Signature

8/29/14
Date

** Number of copies for submission determined by Zoning Administrator. The Zoning Administrator may request additional information as deemed necessary to properly evaluate the permit application.

APPLICATION REVIEW

DECISION-MAKING BODY: ☐ Staff ☒ Planning Commission ☐ Board of Zoning Appeals ☒ City Commission
☐ Heritage Commission ☐ Other (specify): _____

DATE OF INITIAL HEARING(S): PC OCT 14 cc Oct 27

FEE AMOUNT: \$100.00

DATE FEE PAID: 8/29/14

DETERMINATION OF COMPLETE APPLICATION:

I certify that the Development Approval Application and attached documents are sufficient in form and content for review and recommendation by the decision-making bodies of the City of Abilene. As such, all required notifications and hearings may proceed pursuant to City regulations and procedures. This certification does not preclude the review, recommendation and/or decision-making bodies from requesting additional information as deemed necessary to serve the public interest.

Tim Hamlin
Name

planner
Title

[Signature]
Signature

8/29/14
Date

State of Kansas)
) ss.
 June 4, 2014
 County of Dickinson
 We, Notarizing Secretary

W.C. International Surveying LLC. Surveyors in abroad country and also do hereby certify that this 60th day of June, survey of the following:

[illegible]

² Many other locations are found in land located the South Hill (S 10) of the Northeast Quarter (NE 1/4) of Section Seventeen (17), Township Thirtion (11) South, Range Two (2) East of the Sixth Principal Meridian, Dickinson County, Kansas, more particularly described as follows, to wit:

(two and) on various sections (117), Lewinburg Station (13) South, Range Two (7) East of the South Tripartite Meridian, Dickinson County, Kansas, more particularly described as follows, to wit:

CONVENEING (P.O.C.) at the Southwest corner of said South Half (S 1/2).
Thence N 00° 43' 12" W along the West line of S 1/2 E 1/4 of Sec 16, T 14 N, R 10 E, S 4

Texas N 87°34'41" W, a distance of 150.00 feet. The monument is located at the intersection of the centerline of the road and the centerline of the creek.

There are 3 (or 3641° F. a distance of 30 000 feet; There are 5 (or 3712° F. a distance of 50 000 feet; There are 7 (or 3823° F. a distance of 70 000 feet; There are 9 (or 3934° F. a distance of 90 000 feet; There are 11 (or 4045° F. a distance of 110 000 feet; There are 13 (or 4156° F. a distance of 130 000 feet; There are 15 (or 4267° F. a distance of 150 000 feet; There are 17 (or 4378° F. a distance of 170 000 feet; There are 19 (or 4489° F. a distance of 190 000 feet; There are 21 (or 4600° F. a distance of 210 000 feet; There are 23 (or 4711° F. a distance of 230 000 feet; There are 25 (or 4822° F. a distance of 250 000 feet; There are 27 (or 4933° F. a distance of 270 000 feet; There are 29 (or 5044° F. a distance of 290 000 feet; There are 31 (or 5155° F. a distance of 310 000 feet; There are 33 (or 5266° F. a distance of 330 000 feet; There are 35 (or 5377° F. a distance of 350 000 feet; There are 37 (or 5488° F. a distance of 370 000 feet; There are 39 (or 5599° F. a distance of 390 000 feet; There are 41 (or 5710° F. a distance of 410 000 feet; There are 43 (or 5821° F. a distance of 430 000 feet; There are 45 (or 5932° F. a distance of 450 000 feet; There are 47 (or 6043° F. a distance of 470 000 feet; There are 49 (or 6154° F. a distance of 490 000 feet; There are 51 (or 6265° F. a distance of 510 000 feet; There are 53 (or 6376° F. a distance of 530 000 feet; There are 55 (or 6487° F. a distance of 550 000 feet; There are 57 (or 6598° F. a distance of 570 000 feet; There are 59 (or 6709° F. a distance of 590 000 feet; There are 61 (or 6820° F. a distance of 610 000 feet; There are 63 (or 6931° F. a distance of 630 000 feet; There are 65 (or 7042° F. a distance of 650 000 feet; There are 67 (or 7153° F. a distance of 670 000 feet; There are 69 (or 7264° F. a distance of 690 000 feet; There are 71 (or 7375° F. a distance of 710 000 feet; There are 73 (or 7486° F. a distance of 730 000 feet; There are 75 (or 7597° F. a distance of 750 000 feet; There are 77 (or 7708° F. a distance of 770 000 feet; There are 79 (or 7819° F. a distance of 790 000 feet; There are 81 (or 7930° F. a distance of 810 000 feet; There are 83 (or 8041° F. a distance of 830 000 feet; There are 85 (or 8152° F. a distance of 850 000 feet; There are 87 (or 8263° F. a distance of 870 000 feet; There are 89 (or 8374° F. a distance of 890 000 feet; There are 91 (or 8485° F. a distance of 910 000 feet; There are 93 (or 8596° F. a distance of 930 000 feet; There are 95 (or 8707° F. a distance of 950 000 feet; There are 97 (or 8818° F. a distance of 970 000 feet; There are 99 (or 8929° F. a distance of 990 000 feet; There are 101 (or 9040° F. a distance of 1 010 000 feet; There are 103 (or 9151° F. a distance of 1 030 000 feet; There are 105 (or 9262° F. a distance of 1 050 000 feet; There are 107 (or 9373° F. a distance of 1 070 000 feet; There are 109 (or 9484° F. a distance of 1 090 000 feet; There are 111 (or 9595° F. a distance of 1 110 000 feet; There are 113 (or 9706° F. a distance of 1 130 000 feet; There are 115 (or 9817° F. a distance of 1 150 000 feet; There are 117 (or 9928° F. a distance of 1 170 000 feet; There are 119 (or 10039° F. a distance of 1 190 000 feet; There are 121 (or 10150° F. a distance of 1 210 000 feet; There are 123 (or 10261° F. a distance of 1 230 000 feet; There are 125 (or 10372° F. a distance of 1 250 000 feet; There are 127 (or 10483° F. a distance of 1 270 000 feet; There are 129 (or 10594° F. a distance of 1 290 000 feet; There are 131 (or 10705° F. a distance of 1 310 000 feet; There are 133 (or 10816° F. a distance of 1 330 000 feet; There are 135 (or 10927° F. a distance of 1 350 000 feet; There are 137 (or 11038° F. a distance of 1 370 000 feet; There are 139 (or 11149° F. a distance of 1 390 000 feet; There are 141 (or 11260° F. a distance of 1 410 000 feet; There are 143 (or 11371° F. a distance of 1 430 000 feet; There are 145 (or 11482° F. a distance of 1 450 000 feet; There are 147 (or 11593° F. a distance of 1 470 000 feet; There are 149 (or 11704° F. a distance of 1 490 000 feet; There are 151 (or 11815° F. a distance of 1 510 000 feet; There are 153 (or 11926° F. a distance of 1 530 000 feet; There are 155 (or 12037° F. a distance of 1 550 000 feet; There are 157 (or 12148° F. a distance of 1 570 000 feet; There are 159 (or 12259° F. a distance of 1 590 000 feet; There are 161 (or 12370° F. a distance of 1 610 000 feet; There are 163 (or 12481° F. a distance of 1 630 000 feet; There are 165 (or 12592° F. a distance of 1 650 000 feet; There are 167 (or 12703° F. a distance of 1 670 000 feet; There are 169 (or 12814° F. a distance of 1 690 000 feet; There are 171 (or 12925° F. a distance of 1 710 000 feet; There are 173 (or 13036° F. a distance of 1 730 000 feet; There are 175 (or 13147° F. a distance of 1 750 000 feet; There are 177 (or 13258° F. a distance of 1 770 000 feet; There are 179 (or 13369° F. a distance of 1 790 000 feet; There are 181 (or 13480° F. a distance of 1 810 000 feet; There are 183 (or 13591° F. a distance of 1 830 000 feet; There are 185 (or 13702° F. a distance of 1 850 000 feet; There are 187 (or 13813° F. a distance of 1 870 000 feet; There are 189 (or 13924° F. a distance of 1 890 000 feet; There are 191 (or 14035° F. a distance of 1 910 000 feet; There are 193 (or 14146° F. a distance of 1 930 000 feet; There are 195 (or 14257° F. a distance of 1 950 000 feet; There are 197 (or 14368° F. a distance of 1 970 000 feet; There are 199 (or 14479° F. a distance of 1 990 000 feet; There are 201 (or 14590° F. a distance of 2 010 000 feet; There are 203 (or 14701° F. a distance of 2 030 000 feet; There are 205 (or 14812° F. a distance of 2 050 000 feet; There are 207 (or 14923° F. a distance of 2 070 000 feet; There are 209 (or 15034° F. a distance of 2 090 000 feet; There are 211 (or 15145° F. a distance of 2 110 000 feet; There are 213 (or 15256° F. a distance of 2 130 000 feet; There are 215 (or 15367° F. a distance of 2 150 000 feet; There are 217 (or 15478° F. a distance of 2 170 000 feet; There are 219 (or 15589° F. a distance of 2 190 000 feet; There are 221 (or 15700° F. a distance of 2 210 000 feet; There are 223 (or 15811° F. a distance of 2 230 000 feet; There are 225 (or 15922° F. a distance of 2 250 000 feet; There are 227 (or 16033° F. a distance of 2 270 000 feet; There are 229 (or 16144° F. a distance of 2 290 000 feet; There are 231 (or 16255° F. a distance of 2 310 000 feet; There are 233 (or 16366° F. a distance of 2 330 000 feet; There are 235 (or 16477° F. a distance of 2 350 000 feet; There are 237 (or 16588° F. a distance of 2 370 000 feet; There are 239 (or 16699° F. a distance of 2 390 000 feet; There are 241 (or 16810° F. a distance of 2 410 000 feet; There are 243 (or 16921° F. a distance of 2 430 000 feet; There are 245 (or 17032° F. a distance of 2 450 000 feet; There are 247 (or 17143° F. a distance of 2 470 000 feet; There are 249 (or 17254° F. a distance of 2 490 000 feet; There are 251 (or 17365° F. a distance of 2 510 000 feet; There are 253 (or 17476° F. a distance of 2 530 000 feet; There are 255 (or 17587° F. a distance of 2 550 000 feet; There are 257 (or 17698° F. a distance of 2 570 000 feet; There are 259 (or 17809° F. a distance of 2 590 000 feet; There are 261 (or 17920° F. a distance of 2 610 000 feet; There are 263 (or 18031° F. a distance of 2 630 000 feet; There are 265 (or 18142° F. a distance of 2 650 000 feet; There are 267 (or 18253° F. a distance of 2 670 000 feet; There are 269 (or 18364° F. a distance of 2 690 000 feet; There are 271 (or 18475° F. a distance

Item and is subject to any cancellation and/or right(s) of way of record.

TOGETHER WITH:

Actual Recovery:
A 20 foot wide Access Easement by way 10 feet on each side of the following described easement

and the consent lines shall be prolonged unless otherwise shown to protect their intended line and section line, under right-of-way lines.

(CUMMINGS) (P.O.C.) at the Southwest corner of said South Main St. 173

Distance H 007343.7 W along the West line of said South Half (S 1/2) a distance of 1129.85 feet; Thence N 89°53'04" E a distance of 744.83 feet to the Point of Beginning (P.O.B. Above); Thence N 89°53'04" E a distance of 1129.85 feet to the Point of Beginning (P.O.B. Above);

1. Name: N 44° 33' 0" to S 44° 33' 0" E distance 61.367, 94 feet; Thence N 87° 26' 34" E a distance of 337.76 feet; Thence S 86° 37' 36" E a distance of 364.94 feet to the Point of Termination (P.O.T. Acreage: 1.0000).

TOGETHER UNTIL

Major Elements:

the authors' right of privacy laws.

CONAGREXCO INC (P.D.C.) at the Southeast corner of East South Main in LA

Thames N 009°34'33" W along the West line of said South Half (S 1/2) a distance of 953 1/2 feet to the Point of Beginning (P.O.B. 1847).

Thence N 36° 01' E to the Southeast corner of above Lease Area a distance of 271.21 feet, and from being the Point of Termination (P.O.T. Utility).

The accompanying chart is a true and correct exhibit of said survey based on actual field

Comments indicate the significance of the character and energy for problems as indicated.

100-443886-100

RECEIVED
JAN 15 1964

100

6/16/2014 13:32



U.S. SUPREME COURT

Total Products

3.1.17.1. Some of Kerner's

[illegible][illegible][illegible]

By	Approved by	DATE
10-10-2017		

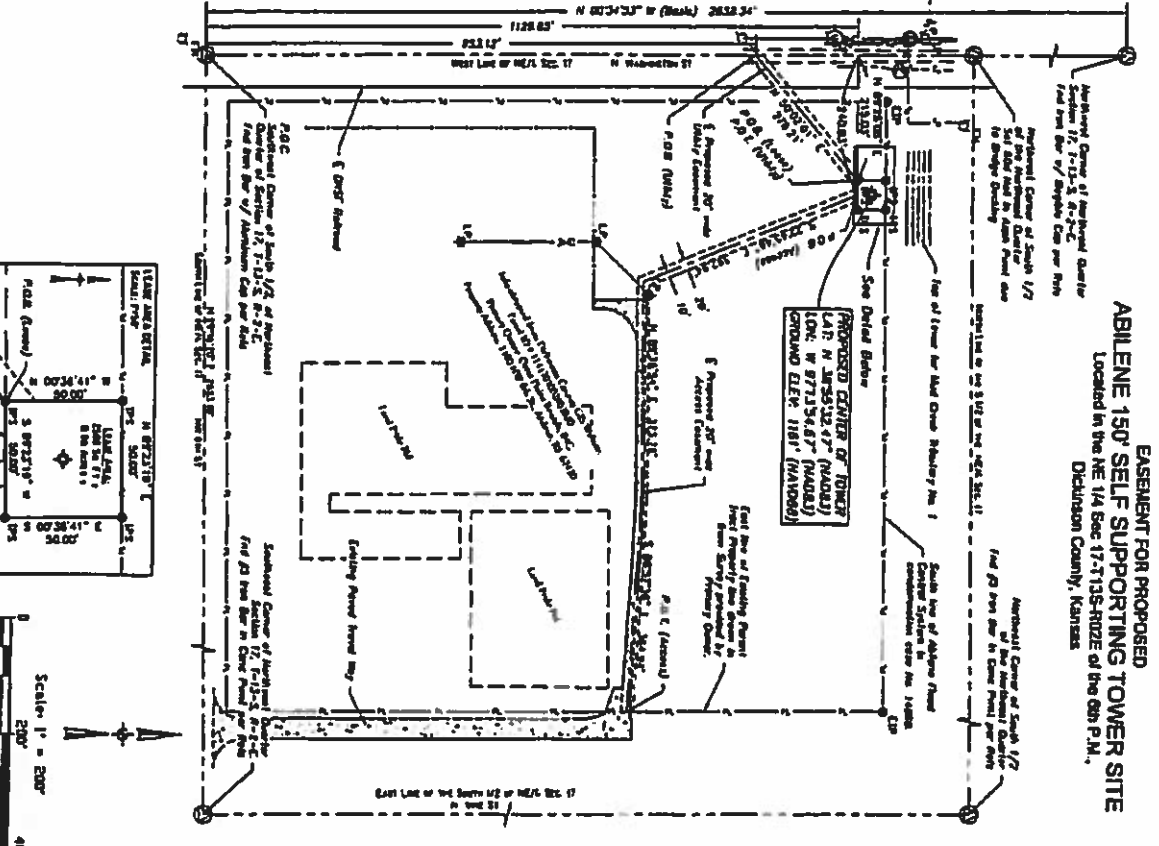
Part of the NE/4, Sec 17-1135-R2E
 NE-12th WINDRUS
 Belknap Co. MS

[illegible]

1. Physical Tower Coordinates used in Tower Conflicts.
2. Trust location was provided by Net-Tech Wireless.
3. Field Work for survey was performed on May 20th, 2014.
4. According to the FEMA's 2004 FIRMOC dated October 1998, the above site is located in Special Zone X (Areas at 300-year flood, areas of 100-year flood with average depths of less than 1 foot, or with depths equal to less than 1 foot, and areas protected by levees from 100-year floods).
5. Rules of Standing: The West line of the Nantuxa River (NE4) of Section 17 as being N 00° 45' 12" W

LEEDS

- **Parent Line**
- **Keen Tied Legal Description**
- **Overlaid Boundary**
- **Section Line**
- **Old Line**
- **Edge of Concrete**
- **Edge of Asphalt**
- **Existing Fence**
- **Existing Underground Ties**
- **Existing Underground Old Line**
- **Underground Waterline**
- **Marked Tree Cancellation**
- **Proposed Cancellation of New Set**
- **Old Mason**
- **Utility Pole**
- **Light Pole**
- **Section Corner Found**
- **1/4 3/4" Iron Pipe Set of Masonry Cap**
- **East Iron Bar**
- **East Iron Bar w/ Cap**
- **Chain Pin**
- **Old Wire**
- **Face of Road**

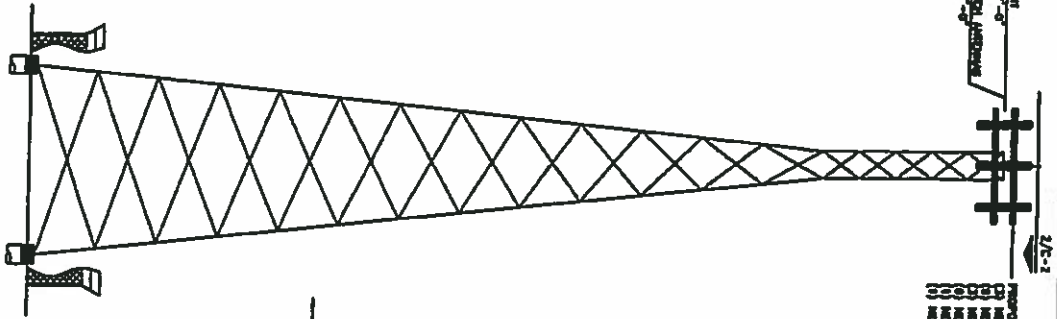


TOOK P. HORN
SHERIFF
KANSAS
LAND SURVEYOR
6/16/2014
LS-1532

[illegible]

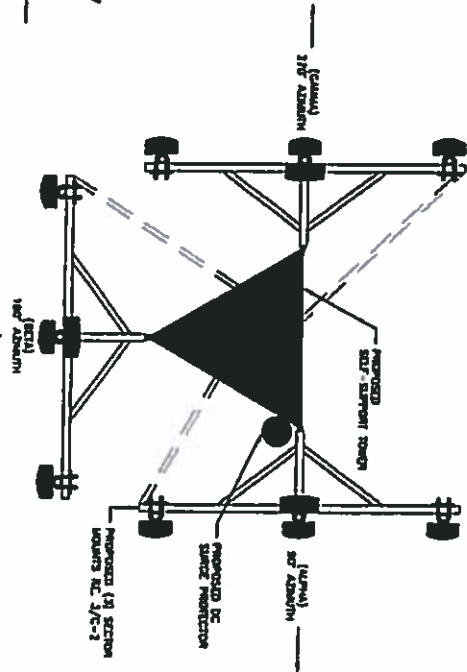
[illegible][illegible][illegible][illegible]

- PROPOSED:
- (1) NEW 1-THICK SECTION HOISTS
 - (2) NEW ANTENNAS
 - (3) NEW 1/2" DIA. CABLES
 - (4) NEW 1-THICK SECTION
 - (5) NEW 1-THICK SECTION



1 EXISTING TOWER ELEVATION
SCALE: N.T.S.

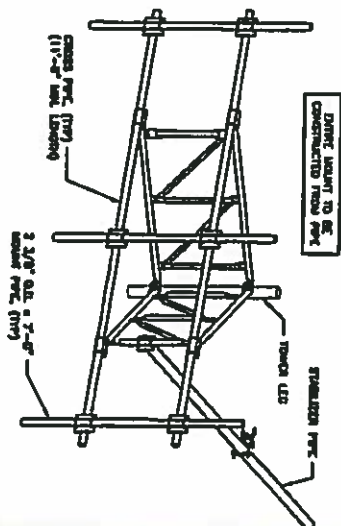
2 PROPOSED ANTENNA ORIENTATION
SCALE: N.T.S.



CONTRACTOR TO VERIFY FINAL RF DATA SHEET
BEFORE STARTING CONSTRUCTION

PROPOSED ANTENNA CABLE & EQUIPMENT SCHEDULE									
SECTION	NO.	ANTENNA	WAVELENGTH	WAVELENGTH	WAVELENGTH	WAVELENGTH	WAVELENGTH	WAVELENGTH	WAVELENGTH
ALPHA	1	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
ALPHA	2	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
ALPHA	3	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
ALPHA	4	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
BETA	5	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
BETA	6	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
BETA	7	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
BETA	8	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
BETA	9	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"
BETA	10	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"	137'-6"

3 PROPOSED SECTOR MOUNT DETAIL
SCALE: N.T.S.



ABILENE WEST

PART OF THE NE 1/4, SEC 17-T1S-R2E
ABILENE, KS 67410
EXISTING SELF-SUPPORT



PROJECT INFO		REVISIONS	
PROJECT NO.	1000000000	REVISION	DATE
CHECKED BY	BLM		
ISSUED FOR:			
NO.	DATE	BY	DESCRIPTION
1	8/27/14	BLM	ISSUED FOR
2	8/27/14	BLM	ISSUED FOR
3	8/27/14	BLM	ISSUED FOR

BAT ENGINEERING, INC.
C-100
August 12/2014



WIRETECH WIRELESS
C-2 0



SOIL & EROSION CONTROL

- 1 THE CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE, FEDERAL AND ADOPTED ORDINANCES, AND OTHER REQUIREMENTS OF GOVERNMENTAL AGENCIES.
- 2 CONSTRUCTION AT THE SITE SHALL BE IN ACCORD WITH THE REGULATION OF DESIGN, CONSTRUCTION, WEATHERS, DIFFERENT TO CONTROL, STABILIZE, EROSION AND PROTECT THE SOILS OF THE SITE.
- 3 DESIGN CONTROL, WEATHERS SHALL BE ESTABLISHED BEFORE CONSTRUCTION BEGINS. DESIGN CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. DESIGN CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. DESIGN CONTROL SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
- 4 ALL SITES SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
- 5 CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 6 THE CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 7 FAILURE TO MAINTAIN ALL DESIGN CONTROL WEATHERS SHALL BE CAUSE FOR THE CONTRACTOR TO BE REMOVED FROM THE SITE.
- 8 ALL CONSTRUCTION SHALL BE COMPLETED BY THE DATE OF THE CONTRACT.
- 9 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 10 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 11 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 12 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 13 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 14 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.
- 15 THE CONTRACTOR SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED. CONSTRUCTION SHALL MAINTAIN ALL DESIGN CONTROL WEATHERS UNTIL CONSTRUCTION IS COMPLETED.

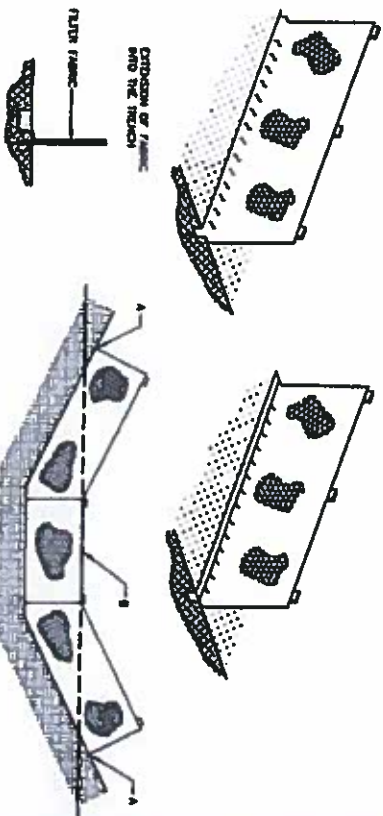
SCALE: N.T.S.



SCALE: N.T.S.



SCALE: N.T.S.



EXISTING SELF-SUPPORT



B+T GRP

Nextech
wireless
Smart mobile devices
Health and fitness
and more devices

21 DECEMBER

Expires 12/31/14

天

三

8137114

上海

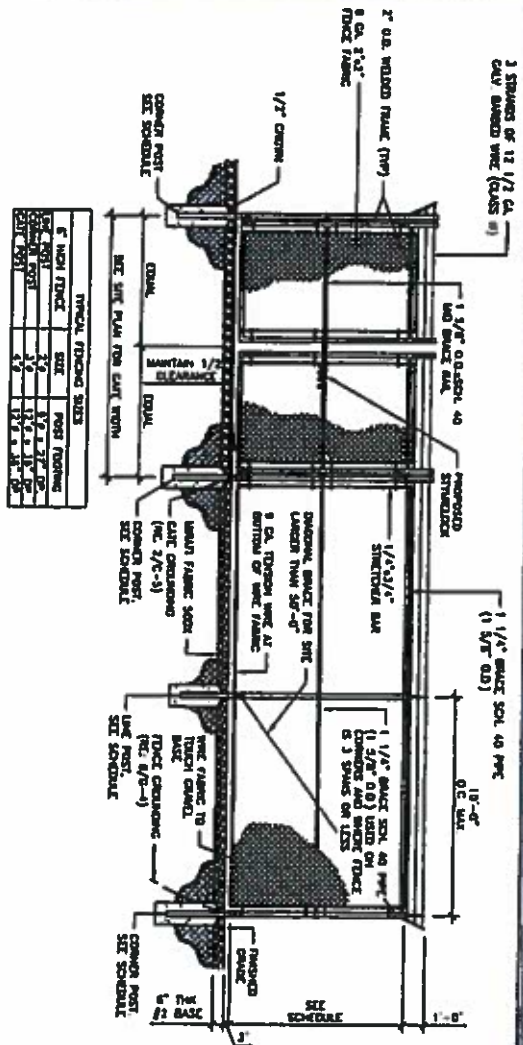


THE

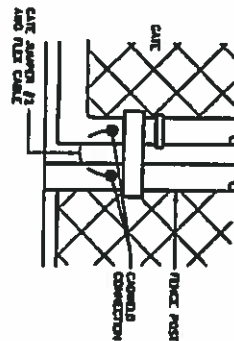
Sheet Number **Length**

4

1 FENCE AND GATE ELEVATION
SCALE: N.T.S.



2 GATE GROUNDING
SCALE: N.T.S.



B+T GRP

MEXICAN
wireless

ABILENE WEST

PART OF THE NE/4, SEC 17-T11S-R2E
ABILENE, KS 67410
EXISTING SELF SUPPORT

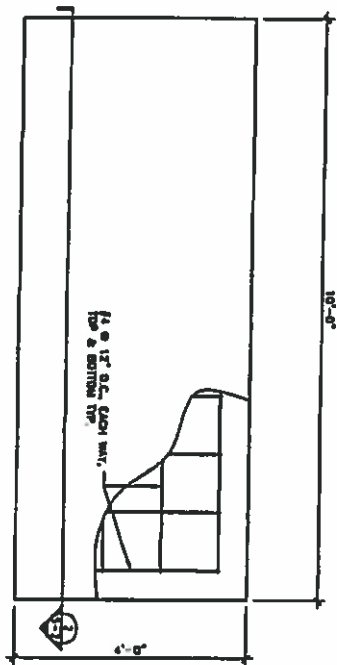
PROJECT NO.	WYBAM
CHECKED BY	SLA
DESIGNED FOR	
BY	
DATE	
BY	
DATE	

GAT ENGINEERING, INC.
E-1103
Exempt 12/21/11

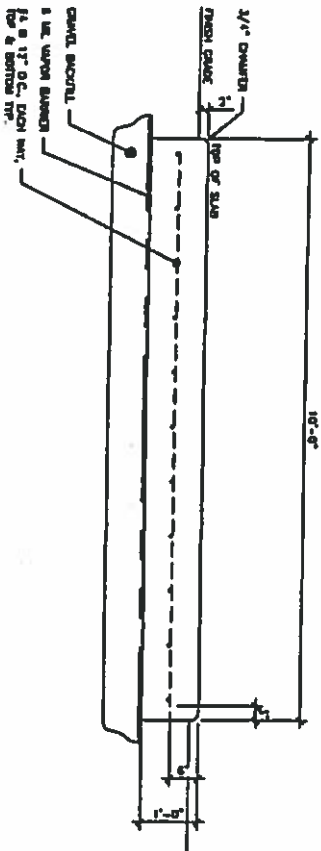


ASPECT INCHES: 0
C-5 0

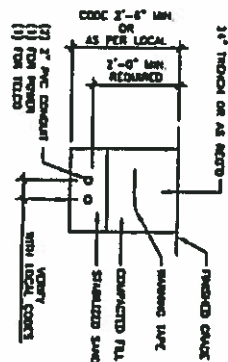
[illegible][illegible]



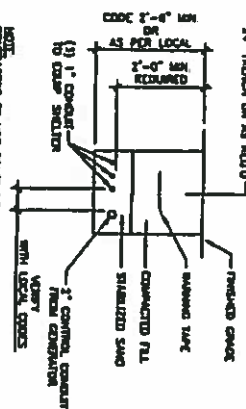
1 EQUIPMENT SLAB DETAIL
SCALE: N.T.S.



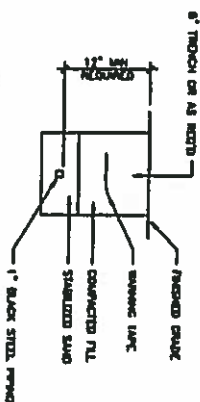
2 EQUIPMENT FOUNDATION SECTION
SCALE: N.T.S.



3 UTILITY TRENCH
SCALE: N.T.S.



4 GENERATOR UTILITY TRENCH
SCALE: N.T.S.



5 PROPANE PIPING TRENCH
SCALE: N.T.S.

B+T GRP

WIRETECH
WIRETECH
WIRETECH

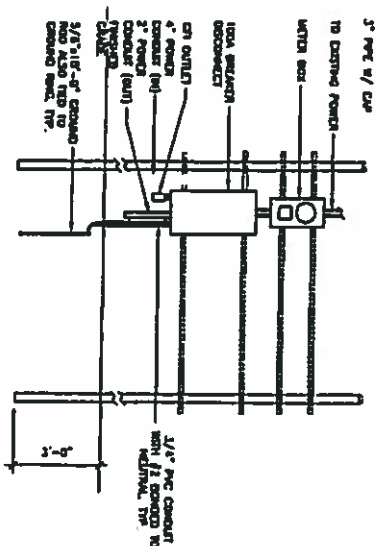
ABILENE WEST
PART OF THE NE 1/4, SEC 17, T14S-R2E
ABILENE, TX 79410
EXISTING SELF-SUPPORT

NO.	DATE	BY	REVISION
1	1/17/11	W	ISSUED FOR
2	1/17/11	W	REVISION
3	1/17/11	W	REVISION

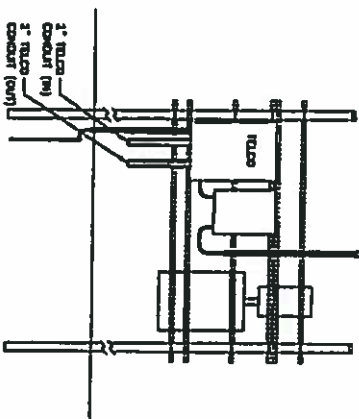
SAI ENGINEERING, INC.
C-1061
Expires 11/31/14
8/27/14
REGISTERED PROFESSIONAL ENGINEER

S-2 0

GROUND CONNECTION: PNEUMATIC,
ELECTRIC CLAMP SECURITY
GROUND CONNECTION ON ESDS (E-1-1)
LIGHT CONTROLS AND WIRELESS
CONTROL SYSTEMS IS PROVIDED
BY POWER AND SIGNALS BY CONNECTION.
POWER OVER 200' WLL, LIGHTS
AND WIRELESS CONTROLS.



FRONT VIEW



REAR VIEW

1 H-FRAME ELEVATION
SCALE: N.T.S.



ABILENE WEST

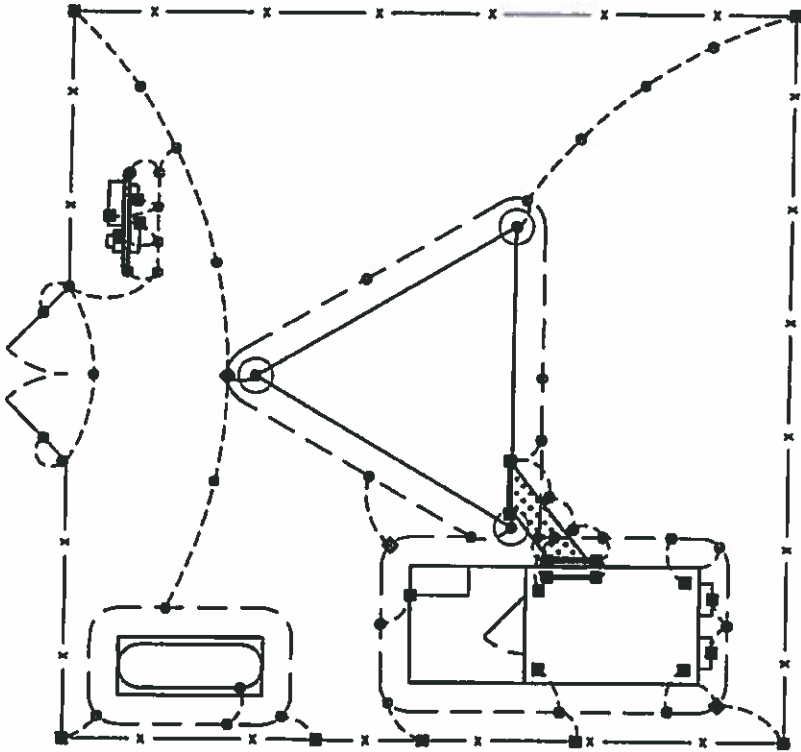
PART OF THE NE 1/4, SEC 17-T1S R2E
ABILENE, KS 67410
EXISTING SELF-SUPPORT

PROJECT NO.	WELLM	
CHECKED BY:	BLA	
DATE		
ISSUED FOR:		
REV	DATE	REVISION
1	8/17/14	REV. PRODUCTION SHEET
2	8/27/14	REV. CONSTRUCTION

BAI ENGINEERING, INC.
E-1001
August 12/21/14



ASSET NUMBER: 0
E-3



1 EQUIPMENT GROUNDING PLAN
SCALE: 1" = 10'



GROUNDING LEGEND

- 3/8" x 8'-0" LONG GALVANIZED STEEL GROUNDING ROD
- ◆ 5/8"x8'-0" LONG GALVANIZED STEEL GROUND ROD IN INSPECTION SLOTT
- EPOXY-BOND WELD CONNECTION
- MECHANICAL CONNECTION
- GROUND CONDUCTOR, TYPE AND SIZE AS NOTED, MIN. 30" BELOW GRADE OR 8" BELOW FROST LINE, WHICHEVER IS GREATER.



ABILENE WEST

PART OF THE NE 1/4, SEC 17-T15S-R2E
ABILENE, KS 67410

EXISTING SELF-SUPPORT

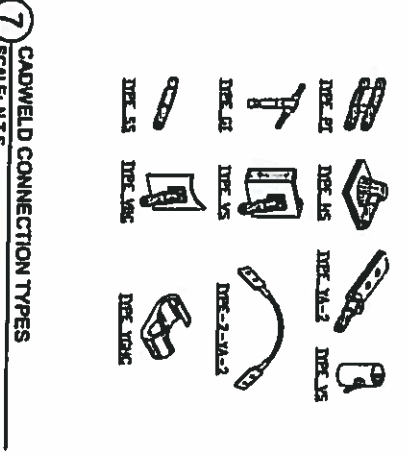
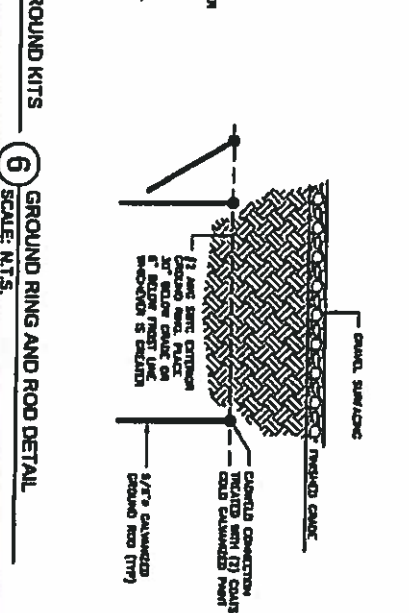
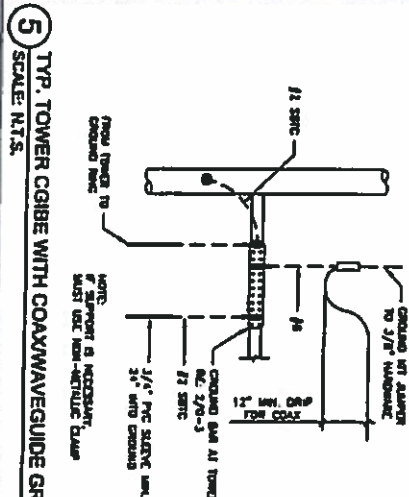
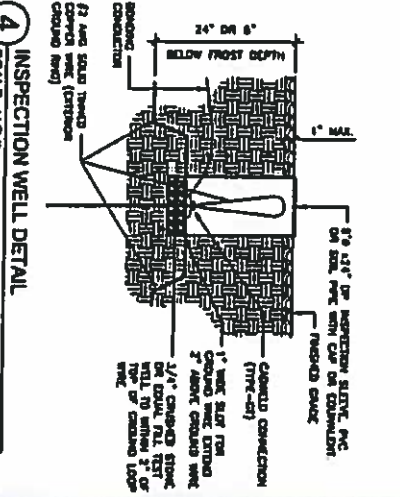
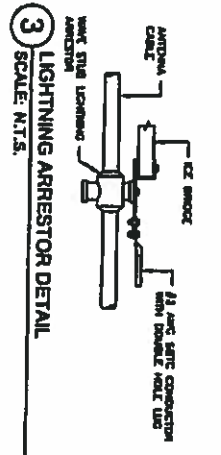
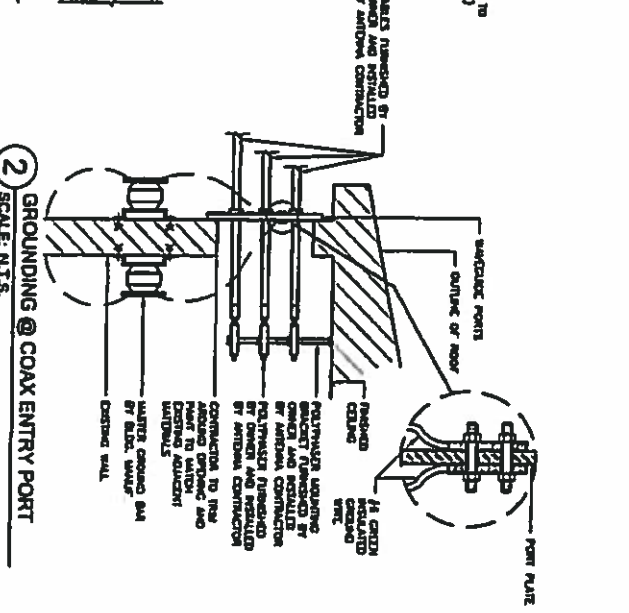
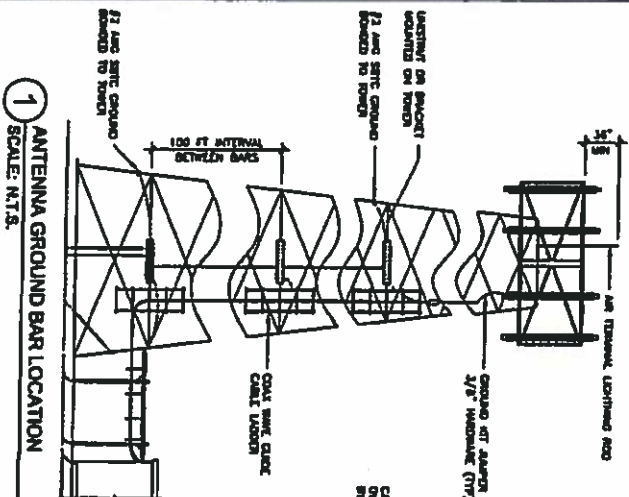
PROJECT NO. 1000000000
CHECKED BY: [Signature]
DATE: 8/27/14

DESIGNED FOR: [Signature]
DATE: 8/27/14
BY: [Signature]

BAI ENGINEERING, INC.
E-11001
Expires 12/31/15



SHEET NUMBER: 0
G-1



B+T GRP

NESTECH

W101088

W101088

ABILENE WEST

PART OF THE NE/4, SEC 17-T11S-R2E

ABILENE, KS 67410

EXISTING SELF-SUPPORT

PROJECT NO. 101088

DESIGNED BY: [Signature]

DATE: 6/27/14

SCALE: N.T.S.

G-2

0

6/27/14

6/27/14

6/27/14

6/27/14

6/27/14

6/27/14

G-4 0

**LEASE AGREEMENT
(Land Only)**

This Lease Agreement is made and entered into as of the 20th day of May, 2014, by and among Great Plains Rentals, Inc. "Lessor", and Nex-Tech Wireless, LLC, 3001 New Way, Hays, Kansas 67601, a Kansas limited liability company, hereinafter called "Lessee".

1. Description of Property.

Lessor hereby grants and conveys permission to Lessee to construct, operate and install buildings and/or radio communications structures, backup generator and equipment as required and necessary to support Lessee's wireless telecommunications system on a parcel not to exceed fifty feet (50') by fifty feet (50') plus a ten foot (10') buffer surrounding such parcel at a location agreed by Lessor, on the following premises:

A parcel of land located in the Northeast Quarter of Section Seventeen (17), Township Thirteen (13) South, Range Two (2) East of the 6th Principal Meridian, Dickinson County, Kansas, more particularly described as follows: Commencing at the Southwest corner of said Northeast Quarter; thence on an assumed bearing of N 89°48'53" E along the South line of said Northeast Quarter a distance of 80.00 feet to a point on the East right-of-way line of the AT&SF Railway Company; thence N 00°02'37" W along said East right-of-way a distance of 40.00 feet to the POINT OF BEGINNING of the parcel to be described:

-thence continuing N 00°02'37" W along said East right-of-way a distance of 1139.51 feet to a point on the South right-of-way line of the Abilene Flood Control System in Condemnation case No. 14869;

-thence N 89°55'48" E along said South right-of-way a distance 1048.70 feet;

-thence S 00°00'00" E a distance of 1137.40 feet;

-thence S 89°48'53" W a distance of 1047.84 feet to a point on said East right-of-way line, said point also being the POINT OF BEGINNING.

Said parcel contains 27.40 acres, more or less, and is subject to easement, reservations, and restrictions of record, and is commonly known as 1100 NW 8th Street, Abilene, Kansas.

2. Term.

The initial term of this Lease Agreement shall be twenty-five (25) years from the Commencement Date, as set forth in Article 16. Following the tenth anniversary of the lease term, the Lease may be terminated by either party upon two (2) years written notice to the other party, in which case the Lease shall terminate on the second lease anniversary date following receipt of written notice.

[REDACTED]

3. Lease Payments.



4. Installation and Maintenance of Lessee's Building, Structures and Equipment.

Lessor agrees and hereby grants Lessee free access to the described land for the purpose of constructing, inspecting and maintaining the facilities as set forth in Article 1. It is agreed that only engineers and contractors of Lessee, including their subcontractors, or persons under their direct supervision, and employees of Lessee, will be permitted to enter the property. It is further agreed that Lessee's construction and installation will comply with all applicable rules and regulations of the Federal Communications Commission, State Corporation Commission of the State of Kansas, and all applicable Electrical Codes. In addition, Lessee shall comply at all times with all Federal, State or local statutes, regulations, ordinances or judicial decisions concerning protection of human health or the environment.

5. Road and Utility Easement.

If the construction site is not immediately adjacent to a public road, an easement twenty (20) feet wide shall be granted by the Lessor to the Lessee, from the nearest public road to the site for the purpose of constructing an access road and installing required public utility facilities, including electrical and telephone lines.

6. Site Maintenance.

Lessee shall construct a ten foot (10') chain-link fence surrounding the leased premises as approved by Lessor, and shall keep the same in good condition.

7. Surface Use.

Lessor shall have the right to use all areas of the leased premises not within ten (10) feet

of any fenced enclosure or dedicated roadway. Such use by Lessor may include cultivation, as well as grazing, provided such cultivation does not interfere with Lessee's equipment, including, but not limited to, tower, anchors, guy wires and fences.

8. Lessee's Equipment.

Lessor acknowledges and agrees that all personal property, equipment, apparatus, generators, fittings, fixtures and trade fixtures installed or stored on Lessee's premises constitute personal and exclusive property of Lessee or one of Lessee's affiliates, including without limitation, all telecommunications equipment, towers, switches, cables, wiring and associated equipment or personal property (collectively, the "Equipment"). The Equipment shall remain at all times the personal property of the Lessee or one of Lessee's affiliates, and neither the Lessor nor any person claiming by, through or under Lessor shall have any right, title or interest (including without limitation a security interest) in the Equipment. Lessee, and Lessee's successors in interest, shall have the right to remove the Equipment at any time during the term of this Lease, Lessee shall remove the Equipment, including all foundations, at least three feet (3') below grade upon the expiration of the term of this Lease or its earlier termination, and shall return the property to its previous condition. With respect to the holder of any mortgage, deed of trust or other lien affecting Lessor's interest in the premises, whether existing as of the date hereof or arising hereafter, Lessor and Lessee hereby agree, acknowledge and declare that the Equipment is now and shall at all times hereafter remain the personal and exclusive property of Lessee or one of Lessee's affiliates. The parties further acknowledge and agree that Lessor shall have no right or authority to grant a lien or security interest in or to any of the Equipment. Lessee shall keep the premises and the Lessor free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessee shall provide to Lessor for all contractors utilized by Lessee proper and valid proof of insurance. Lessee shall keep the premises and the Lessor free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

9. Sublease.

Lessee shall not assign this Lease or sublet the premises or any part thereof, except to an affiliate of Lessee, without first obtaining the written consent of the Lessor. Notwithstanding the above prohibition or limitation of Lessee's right to sublease or assign its interest under this Lease, Lessor acknowledges and agrees that Lessee shall have the right to grant a security interest in its right and interest under this Lease. Lessor further agrees that any person foreclosing or otherwise realizing upon such a security interest granted by Lessee shall succeed to, and, shall have the benefits of, all Lessee's rights, title and interest under this Lease.

10. Lessee's Right to Lease.

Notwithstanding Article 9, Lessee shall have the right to lease use of or space on its tower facilities to other entities in a manner consistent with other provisions of this Lease.

11. Site Cleanup on Termination.

Lessee shall remove all buildings, structures and equipment placed upon the demised premises within one hundred twenty (120) days after termination of this Lease and restore the real estate to its original condition at Lessee's cost including the cement barrier that has been placed above ground, the concrete foundation shall be removed to a minimum of three feet (3') below grade and the remainder that is underground may be left with the real estate.

12. Hazardous Substances.

A. Lessee represents and warrants, to Lessor and Lessor's successors and assigns that:

(1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials, or substances, as defined in or governed by the provisions of any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, the "Environmental Regulations"), including without limitation urea formaldehyde, dioxins, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel wastes, and petroleum products, or any other wastes or substances which would subject the owner or occupant of the premises to any damages, penalties or liabilities under any applicable environmental regulation (collectively, the "Hazardous Substances") will be located, produced, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the premises during Lessee's occupation of the leased premises;

(2) no threat shall exist of a discharge, release or emission of a Hazardous Substance upon or from the premises into the environment;

(3) no underground or above ground storage tank shall be located in or under the premises, during the Lease term.

(4) during the term of the lease and any extension or renewals, no violation of any Environmental Regulation shall be permitted in, upon, under, over or from the premises;

B. Lessee agrees that it will not use any dangerous, toxic or hazardous pollutants, chemicals, materials or substances as defined in or governed by the provisions of any federal, state of Kansas or local law, statute, code, ordinance, regulation, requirement or rule relating thereto (collectively, the "Environmental Regulations") which would subject Lessor or any other occupant of the premises to any damages, penalties or liabilities under any applicable environmental regulation.

C. Lessee, at its sole cost and expense, may have access to the leased premises prior to commencement of the lease term to conduct All Appropriate Inquiry pursuant to 40 CFR Part 312. In the event the results of its inspection are not satisfactory to Lessee in its sole discretion, it may terminate the lease upon written notice to Lessor.

13. Taxes and Insurance.

Lessee shall be responsible for and shall pay all personal property taxes on the leased premises. Upon demand, Lessee shall furnish Lessor with reasonable evidence of Lessee's

compliance with this section. To the extent any such property of Lessee shall be assessed together with real or personal property of Lessor, Lessee shall reimburse Lessor for any taxes paid by Lessor attributable to such assessment upon demand by Lessor, which demand shall be accompanied by reasonable documentation of such assessment.

Lessee shall at all times during the term of this Lease maintain at its own expense worker's compensation and employers' liability insurance in accordance with appropriate laws on all employees used in the performance of this Lease, and shall maintain commercial general public liability and property damage insurance covering operations, products, completed operation, contractual and independent contractors' liability in minimum bodily injury amounts of \$1,000,000 per occurrence and aggregate. Lessor shall be named as an additional named insured on such policies which shall waive all right of subrogation against Lessor. All work by Lessee and Lessee's contractors shall conform to current building codes, and shall be completed in a workman like manner.

14. Lessors' Indemnity.

Lessor hereby agrees to indemnify and hold Lessee harmless from any damages, claims or causes of action which may arise during the term of this Lease as a result of any wilful misconduct or gross negligence by the Lessor, their agents, servants or employees, and to pay all reasonable costs and expenses, including, but not limited to, attorney's fees and court costs.

15. Lessee's Indemnity.

Lessee hereby agrees to indemnify and hold Lessor harmless from any damages, claims or causes of action which may arise during the term of this Lease as a result of any action or negligence by the Lessee, their agents, servants or employees, and to pay all reasonable costs and expenses, including, but not limited to, attorney's fees and court costs.

16. Contingency.

This Lease Agreement is contingent upon Lessee receiving all necessary permits and licenses, including, but not limited to, FAA, FCC and any zoning requirements. Any other provision herein contained notwithstanding, no lease payment shall be due until receipt by Lessee of final approval. The date of receipt of such final approval shall be the "Commencement Date" of this Agreement and the date payment is due pursuant to Article 3.

17. Governing Law.

Any claim arising out of this Agreement shall be governed by the laws of the State of Kansas, except with respect to conflict of laws.

18. Binding Effect.

This Agreement is binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. Each individual who executes this Contract on behalf of a

party represents that he or she is duly authorized to execute this Contract on behalf of that party and is operating within the scope of his or her authority.

19. Integration.

This Agreement constitutes the full and complete understanding of the parties. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment hereto must be in writing signed by both parties.

IN WITNESS WHEREOF, each party has executed this Agreement as of the date and year above written.

LESSOR

GREAT PLAINS RENTALS, INC.
P.O. Box 5060
Salina, Kansas 67402

By: Roy E. Applequist
Name: Roy E. Applequist
Title: President

LESSEE

NEX-TECH WIRELESS, LLC
3001 New Way
Hays, Kansas 67601

By: Nathan Suter
Name: Nathan Suter
Title: Director of Network Operations

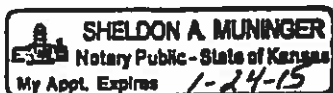
ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF SALINE)

This instrument was acknowledged before me this 20 day of May, 2014, by Roy E. Applequist of GREAT PLAINS RENTALS, INC., a Kansas corporation, Lessor, for and on behalf of said company.

Sheldon A. Muninger
Notary Public

My Appointment Expires:

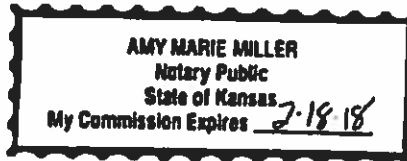


STATE OF KANSAS)
) SS:
COUNTY OF ELLIS)

This instrument was acknowledged before me on this 5th day of June, 2014, by Nathan Luther, Director of NEX of NEX-TECH WIRELESS, LLC, a Kansas limited liability company, Lessee, for and on behalf of said company.

Amy Marie Miller
Notary Public

My Appointment Expires:





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
2601 Meacham Boulevard
Fort Worth, TX 76193

Aeronautical Study No.
2014-ACE-2523-OE

Issued Date: 08/26/2014

Richard Gaito
Nex-Tech Wireless
3001 New Way
Hays, KS 67601

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Antenna Tower Abilene West
Location:	Abilene, KS
Latitude:	38-55-32.47N NAD 83
Longitude:	97-13-54.67W
Heights:	1161 feet site elevation (SE)
	137 feet above ground level (AGL)
	1298 feet above mean sea level (AMSL)

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

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

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

See attachment for additional condition(s) or information.

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

This determination expires on 02/26/2016 unless:

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

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

This determination is based, in part, on the foregoing description which includes specific coordinates , heights, frequency(ies) and power . Any changes in coordinates , heights, and frequencies or use of greater power will void this determination. Any future construction or alteration , including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

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

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

Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

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

If we can be of further assistance, please contact our office at (816) 329-2508. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2014-ACE-2523-OE.

Signature Control No: 221075830-227905972
Vee Stewart
Specialist

(DNE)

Attachment(s)
Additional Information
Frequency Data
Map(s)

cc: FCC

Additional information for ASN 2014-ACE-2523-OE

An aeronautical study was completed on this structure with the submitted above ground level (AGL) height of 150 feet. The study determined that an AGL height of 150 feet exceeds FAR 77.17(a)(3) by 13 feet. The sponsor/rep has provided an e-mail reducing the AGL height to 137 feet. At the revised AGL height of 137 feet the structure would not exceed FAA obstruction standards.

Frequency Data for ASN 2014-ACE-2523-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
698	806	MHz	1000	W
1850	1910	MHz	1640	W

